



**NOTICE OF MEETING
OF THE
PLEASANT GROVE CITY COUNCIL**

Notice is hereby given that the Pleasant Grove City Council will hold a **Work Session meeting at 4:30 p.m.** prior to the regular **meeting on Tuesday, December 6, 2022** in the Community Room 108 S 100 E, **at 6:00 p.m.** This is a public meeting and anyone interested is invited to attend. Work Sessions are not designed to hear public comment or take official action.

Please note: one or more Council Members may be physically absent from this meeting but may participate electronically.

AMENDED AGENDA

4:30 P.M. WORK SESSION

- a. Pipe Plant discussion.
- b. Staff Business

6:00 P.M. REGULAR CITY COUNCIL

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. OPENING REMARKS**
- 4. APPROVAL OF MEETING AGENDA**
- 5. OPEN SESSION**
- 6. CONSENT ITEMS:** (Consent items are only those which have been discussed beforehand, are non-controversial and do not require further discussion)
 - a.** City Council Minutes:
City Council Minutes for the November 22, 2022 meeting.
 - b.** To consider approval of Change Order No. 3 and Payment Request No. 4 for S & L Inc for the Discovery Park Tennis Court Rehabilitation Project.
 - c.** To consider approval Payment Request No. 7 for J Lynn Roberts and Sons for the Manila Pond Booster Station Project.
 - d.** To consider approval of Change Order No. 3 and Payment Request No. 7 for Cody Ekker Construction, Inc for the 1100 North Street and Utility Improvement Project.
 - e.** To consider approval of Payment Reports for December 1, 2022.

PLEASE NOTE: THE ORDER OF THE FOLLOWING ITEMS MAY BE SUBJECT TO CHANGE.

7. BOARD, COMMISSION, COMMITTEE APPOINTMENTS:

- A.** To consider for approval the appointment of Raimina Hakrama and Michelle Snyder as Beautification Committee members.

8. PRESENTATIONS: None at this time.

9. PUBLIC HEARING ITEMS:

- A.** Public Hearing to consider for adoption an Ordinance (2022-25) to amend City Code Section 10-14-25-2: Permitted, conditional and accessory uses in The Grove Business Park (GBP) Overlay, by modifying the provisions, requirements, and list for permitted principal uses within The Grove Business Park (GBP) Overlay, located within The Grove Interchange Subdistrict, and adding a series of multiple new uses or categories to the list of permitted uses within the overlay zone. (St. John's Properties Applicant) *Presenter: Director Cardenas*
- B.** Public Hearing to consider for adoption of an Ordinance (2022-26) regarding the proposed General Plan amendment to update the Moderate-Income Housing Element. The proposed amendments outline the City's intent to promote moderate income housing in the community. (CITY WIDE) *Presenter: Director Cardenas*
- C. Continued Item:** Public Hearing to allow public input regarding Resolution (2022-061) approving the financing of the costs of acquisition, construction and furnishing of a Performing Arts and Theater Building and related improvements, by Hale Center for the Arts and Education, a Utah Non-Profit Corporation (the "Borrower"), in order to promote the general welfare of the residents of the State of Utah; Authorizing the Issuance by the Issuer of its not to exceed \$30,000,000 Industrial Development Revenue Bonds, Series 2022B, which will be payable by solely from the revenues arising from the Pledge of Loan Agreement (the "Loan Agreement"), among the Issuer, the Borrower, and Zions Bank (the "Lender"); authorizing the execution and delivery of said Loan Agreement and Related Documents; Confirming the sale of said Bonds and related matters; and providing an effective date. (Continued from the November 22, 2022 meeting.) *Presenter: Administrator Darrington*

10. ACTION ITEMS READY FOR VOTE:

- A.** To consider for approval a 2-lot final subdivision plat, called DoTerra Subdivision Plat 'C' on 12.522 acres, located at approx. 360 South 1300 West in The Grove Zone – Commercial Sales Subdistrict. **(SAM WHITE'S LANE NEIGHBORHOOD)** (Hale Center Foundation for the Arts and Education, Applicant) *Presenter: Director Cardenas*
- B.** To consider for approval a commercial site plan for a theater, located at approx. 360 South 1300 West in The Grove Zone – Commercial Sales Subdistrict. **(SAM WHITE'S LANE NEIGHBORHOOD)** (Hale Center Foundation for the Arts and Education, Applicant) *Presenter: Director Cardenas*
- C.** To consider for adoption a Parameters Resolution (2022-063) of the City Council of Pleasant Grove, Utah, authorizing the Issuance and Sale of not more than \$36,000,000 Aggregate Principal Amount of Sales Tax Revenue and Funding Bonds, Series 2023 (Parks, Storm Drain and Cemetery); and related matters; and providing an effective date. *Presenter: Administrator Darrington*
- D.** To consider for approval a 25-lot condominium plat, called Historic Main Street Condominiums Plat B on 0.29 acres, approximately located at 67 South Main Street in the Downtown Village – Commercial (DV-C) Zone. **(OLD FORT NEIGHBORHOOD)** (Historic Main Street Partners LLC, Applicant) *Presenter: Director Cardenas*
- E.** To consider for adoption a Resolution (2022-064) adjusting the Common Boundary with American Fork City and authorizing a public hearing thereon and providing for notice of said hearing. The proposed area is located at approximately 1485 E 300 N, American Fork, UT or 1600 West 2000 North, Pleasant Grove, UT, Parcel Number 14:018:0067 and consisting of .0729 acres; and providing an effective date. *Presenter: Attorney Petersen*
- F.** To consider authorizing the Mayor to sign the Evermore Park's Local Consent request to apply for a Single Event Liquor License as required for a State Liquor License for the New Year's Party on December 30 and 31 from 7 pm to 12 am. Located at 382 S Evermore Lane, Pleasant Grove, UT *Presenter: Attorney Petersen*

- G. To consider for adoption an Ordinance (2022-27) setting the time and place of the regular meetings of the City Council, Boards, Commissions, and Committee meetings of Pleasant Grove City for the Year 2023 and providing an effective date. *Presenter: Attorney Petersen*
- H. To consider awarding the Cemetery Irrigation Project Bid with a base bid of \$939,700.00. Authorize the Mayor to sign the Notice of Award and Authorize the Mayor to sign the Notice to Proceed and Agreement upon receipt and approval of Final Contract Documents. *Presenter: Director Giles*
- I. To consider for adoption a Resolution (2022-065) authorizing the Mayor to execute an Engineering Services Agreement with Epic Engineering, PC, for General Engineering Services on a Task Project Basis and providing an effective date. *Presenter: Director Winterton*
- J. To consider for adoption a Resolution (2022-066) authorizing the Mayor to enter into a Lease-Purchase Agreement with US Bank, for the purpose of acquiring Public Safety Vehicles, Technology, and Fitness Equipment; and authorizing the execution and delivery thereof; and providing an effective date. *Presenter: Director Roy*
- K. To consider for adoption a Resolution (2022-067) declaring its intention to reimburse itself from the proceeds of one or more tax-exempt financings for certain expenditures made and/or to be made in connection with the acquisition, construction and equipping of certain Capital Improvements i.e. Police Vehicles, Technology and Recreation Equipment; and providing an effective date. *Presenter: Director Roy*

11. ITEMS FOR DISCUSSION:

12. REVIEW AND DISCUSSION ON THE JANUARY 3, 2022 CITY COUNCIL MEETING AGENDA.

13. MAYOR AND COUNCIL BUSINESS.

14. SIGNING OF PLATS.

15. REVIEW CALENDAR.

16. CLOSED MEETING TO DISCUSS THE PURCHASE, EXCHANGE OR LEASE OF REAL PROPERTY (UCA 52-4-205 (1)(d))

17. ADJOURN.

CERTIFICATE OF POSTING:

I certify that the above notice and agenda were posted in three public places within Pleasant Grove City limits and on the State (<http://pmn.utah.gov>) and City (www.plgrove.org) websites.

Posted by: /s/ Kathy T. Kresser, City Recorder

Date: December 2, 2022

Time: 12:00 pm

Place: City Hall, Library and Community Room 108 S 100 E.

*Note: If you are planning to attend this public meeting and due to a disability, need assistance in understanding or participating in the meeting, please notify the City Recorder, 801-785-5045, forty-eight hours in advance of the meeting and we will try to provide whatever assistance may be required.

DOCUMENT 009900

CONTRACT CHANGE ORDER

Project: Pleasant Grove City – **Discovery Park Tennis Court Rehabilitation**

Date 11-30-2022

Location: Pleasant Grove City

Change Order No.3

To:

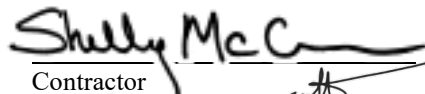
You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes, Quantities, Units, Unit Prices, Change in Completion Schedule, etc.	Decrease In Contract Price	Increase In Contract Price
1	Liquidated Damages – Includes 66 Days @ \$500/Day per the contract documents. Total is inclusive of extra consultant engineering inspections, meetings, and coordination as well as loss of use while facility was not open.	\$33,000	
	Change in contract price due to this Change Order:	\$33,000	
	Total Decrease	\$33,000	
	Total Increase		0
	Net (decrease)		\$33,000

The sum of \$ 33,000.00 is hereby subtracted from, the total contract price and the total adjusted contract price to date thereby is \$ 1,192,883.00.

The time provided for completion in the contract is unchanged, increased (decreased) by 0 calendar days. This Document shall become an amendment to the contract & all provisions of the contract will apply hereto.

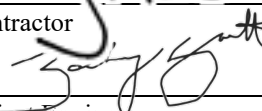
Accepted by:


Contractor

12-1-22

Date

Recommended by:


Project Engineer

12-1-2022

Date

Approved by:

Owner

Date

**PARTIAL PAYMENT ESTIMATE
NO. 4**

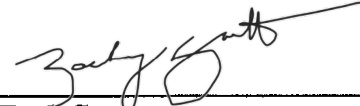
Name of Contractor: S&L Inc.		
Name of Owner: Deon Giles		
Date of Completion:	Amount of Contract:	Dates of Estimate:
Original: 13-Sep-22	Original: \$1,189,265.00	From: 25-Nov-22
Revised: 17-Nov-22	Revised: \$1,192,883.00	To: 25-Nov-22
Description of Job: Discovery Park Tennis Court Rehabilitation		
Amount	This Period	Total To Date
Amount Earned	\$126,433.00	\$1,124,718.00
Retainage Being Held	\$6,321.65	\$56,235.90
Retainage Being Released	\$0.00	\$0.00
Previous Payments		\$948,370.75
Amount Due	\$120,111.35	\$120,111.35

Contractor's Construction Progress is 95% COMPLETE

I hereby certify that I have carefully inspected the work
and as a result of my inspection and to the best of my
knowledge and belief, the quantities shown in this estimate
are correct and have not been shown on previous estimates
and the work has been performed in accordance with the
Contract Documents.

Recommended by Horrocks Engineers

Date: 11/30/2022


Zach Scott
Project Designer

Accepted by: **S&L Inc.**

Date: 11/30/22


Craig Gibson
CFO

Approved By: **Pleasant Grove City**

Date: _____

Guy Fugal
Mayor

Budget Code _____ Staff Initial _____

PROJECT: Discovery Park Tennis Court Rehabilitation

PAY PERIOD:

4

Nov-22

ITEM NO.	NATURE OF WORK	CONTRACT ITEMS				QUANTITY		EARNINGS	
		Qty	Units	Unit Price	Bid Amt.	This Month	To Date	This Month	To Date
Base Bid									
1	Mobilization	1.00	LS	\$75,000.00	\$75,000.00	0.17	1.00	\$12,500.00	\$75,000.00
2	Demolition	1.00	LS	\$70,000.00	\$70,000.00	0.00	1.00		\$70,000.00
3	Grading and Earthwork	1.00	LS	\$25,000.00	\$25,000.00	0.00	1.00		\$25,000.00
4	New Post Tensioned Concrete Slab Courts	1.00	LS	\$545,000.00	\$545,000.00	0.00	0.94		\$510,900.00
5	Concrete Flatwork, Stairs, and Ramps	1.00	LS	\$50,000.00	\$50,000.00	1.00	1.00	\$50,000.00	\$50,000.00
6	Court Fencing and Gates	1.00	LS	\$190,000.00	\$190,000.00	0.14	0.80	\$25,745.00	\$152,000.00
7	Court Lighting	1.00	LS	\$150,000.00	\$150,000.00	0.07	1.00	\$10,300.00	\$150,000.00
8	Landscape and Irrigation Repair	1.00	LS	\$30,000.00	\$30,000.00	0.75	1.00	\$22,500.00	\$30,000.00
Contingent Bid Items									
9	Excavation and Haul off of Existing Base Material	665.00	CY	\$25.00	\$16,625.00	0.00	420.00		\$10,500.00
10	Import new Base Material	118.00	CY	\$80.00	\$9,440.00	0.00	420.00		\$33,600.00
11	Furnish and Install New Base Material For Courts	470.00	CY	\$60.00	\$28,200.00	207.00	235.00	\$12,420.00	\$14,100.00
Subtotal					\$1,189,265.00			\$133,465.00	\$1,121,100.00

Change Order #1									
1	Additional Electrical Work For Existing Lighting System	1.00	LS	\$10,650.00	\$10,650.00	0.00	1.00		\$10,650.00

Change Order #2									
1	Concrete Retaining Wall	55.00	LF	\$274.00	\$15,070.00	55.00	55.00	\$15,070.00	\$15,070.00
2	Concrete Flatwork with Prep	660.00	SF	\$9.40	\$6,204.00	660.00	660.00	\$6,204.00	\$6,204.00
3	Bench Pads	360.00	SF	\$9.40	\$3,384.00	360.00	360.00	\$3,384.00	\$3,384.00
4	Grading Adjustments	8.00	HR	\$350.00	\$2,800.00	8.00	8.00	\$2,800.00	\$2,800.00
5	Added Gate	1.00	EA	\$1,400.00	\$1,400.00	1.00	1.00	\$1,400.00	\$1,400.00
6	Credit for court adjustments	170.00	SF	(\$17.00)	(\$2,890.00)	170.00	170.00	(\$2,890.00)	(\$2,890.00)

Change Order #3									
1	Liquidated Damages	1.00	LS	(\$33,000.00)	(\$33,000.00)	1.00	1.00	(\$33,000.00)	(\$33,000.00)

Total**\$1,192,883.00**

TOTAL	\$126,433.00	\$1,124,718.00
AMOUNT RETAINED	\$6,321.65	\$66,235.90
RETAINAGE RELEASED		
PREVIOUS RETAINAGE		\$49,914.25
PREVIOUS PAYMENTS		\$948,370.75
AMOUNT DUE	\$120,111.35	\$120,111.35

**PARTIAL PAYMENT ESTIMATE
#7**

Name of Contractor: J. Lynn Roberts and Sons		
Name of Owner: Pleasant Grove City		
Date of Completion:	Amount of Contract:	Dates of Estimate:
Original: 1-May-22	Original: \$1,068,785.00	From: 30-Sep-22
Revised: --	Revised: \$1,084,925.24	To: 30-Nov-22
Description of Job: Manila Pond Booster Station		
Amount	This Period	Total To Date
Amount Earned	\$7,495.81	\$1,079,925.24
Retainage Being Held	\$374.79	\$53,996.26
Retainage Being Released	\$53,996.26	\$53,996.26
Previous Payments		\$1,018,807.96
Amount Due	\$61,117.28	\$61,117.28

Contractor's Construction Progress is behind due to supply issues.

I hereby certify that I have carefully inspected the work and as a result of my inspection and to the best of my knowledge and belief, the quantities shown in this estimate are correct and have not been shown on previous estimates and the work has been performed in accordance with the Contract Documents.

Recommended by Horrocks Engineers

Date: 12/1/2022



Jason Judd P.E.
Project Engineer

Accepted by: **J. Lynn Roberts and Sons**

Date: 12/01/2022



Tyler Roberts
Project Manager

Approved By: **Pleasant Grove City**

Date: _____

Guy L. Fugal
Mayor

Budget Code _____ Staff Initial _____

PROJECT: Manila Pond Booster Station

PAY PERIOD:

7

Dec-22

ITEM NO.	NATURE OF WORK	CONTRACT ITEMS				QUANTITY		EARNINGS	
		Qty	Units	Unit Price	Bid Amt.	This Month	To Date	This Month	To Date
1	Mobilization	1	LS	\$49,980.00	\$49,980.00	0.00	1.00		\$49,980.00
2	Demolition	1	LS	\$45,800.00	\$45,800.00	0.00	1.00		\$45,800.00
3	Building	1	LS	\$156,640.00	\$156,640.00	0.03	0.97	\$5,000.00	\$151,640.00
4	Piping and Mechanical	1	LS	\$273,500.00	\$273,500.00	0.00	1.00		\$273,500.00
5	Booster Pump and Motor	2	EA	\$74,500.00	\$149,000.00	0.00	2.00		\$149,000.00
6	Electrical	1	LS	\$207,770.00	\$207,770.00	0.00	1.00		\$207,770.00
7	Concrete Drive	495	SF	\$13.00	\$6,435.00	0.00	495.00		\$6,435.00
8	Concrete Sidewalk	375	SF	\$12.00	\$4,500.00	0.00	375.00		\$4,500.00
9	Retaining Wall	170	LF	\$175.00	\$29,750.00	0.00	170.00		\$29,750.00
10	Move Landscape Rocks	1	LS	\$7,500.00	\$7,500.00	0.00	1.00		\$7,500.00
11	Rip Rap	2,300	SF	\$12.00	\$27,600.00	0.00	2300.00		\$27,600.00
12	Outlet and Water Feature	1	LS	\$27,400.00	\$27,400.00	0.00	1.00		\$27,400.00
13	Intake Structure	1	LS	\$29,800.00	\$29,800.00	0.00	1.00		\$29,800.00
14	Move Irrigation Filter and Cage	1	LS	\$9,750.00	\$9,750.00	0.00	1.00		\$9,750.00
15	4" Irrigation Meter and Box	1	LS	\$14,860.00	\$14,860.00	0.09	1.00	\$1,360.00	\$14,860.00
16	Irrigation Pipe and Fittings	1	LS	\$28,500.00	\$28,500.00	0.00	1.00		\$28,500.00
Subtotal					\$1,068,785.00			\$6,360.00	\$1,063,785.00

CO#1	Wall, Electrical Items	1	LS	\$9,849.65	\$9,849.65	0.00	1.00		\$9,849.65
CO#2	Pull Boxes, Insulation, Door Casing, Move Rocks	1	LS	\$6,290.59	\$6,290.59	0.18	1.00	\$1,135.81	\$6,290.59
Subtotal					\$16,140.24			\$1,135.81	\$16,140.24

Total**\$1,084,925.24**

TOTAL	\$7,495.81	\$1,079,925.24
AMOUNT RETAINED	\$374.79	\$53,996.26
RETAINAGE RELEASED	\$53,996.26	\$53,996.26
PREVIOUS RETAINAGE		\$53,621.47
PREVIOUS PAYMENTS		\$1,018,807.96
AMOUNT DUE	\$61,117.28	\$61,117.28

DOCUMENT 00990

CONTRACT CHANGE ORDER

Project: 1100 North Street and Utility Improvement Project
 Location: Pleasant Grove City
 Change Order No.: 3
 To: Cody Ekker Construction, Inc.

Date: December 1, 2022

You are hereby requested to comply with the following changes from the contract plans and specifications:

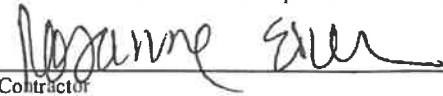
Item No.	Description of Changes, Quantities, Units, Unit Prices, Change in Completion Schedule, etc.	Decrease In Contract Price	Increase In Contract Price
1	Asphalt Price Adjustment for 58-28 Mix, 761.33 TON @ -\$6.46/TON	\$4,918.19	
2	Asphalt Deduct 0.9 Pay Factor for Compaction, 761.33 TON @ -\$12.65/TON	\$9,630.83	
3	Asphalt Deduct for Tack Coat, 1 LS @ -\$750	\$750.00	
4	Dollar Value for Overruns		\$104,220.44
5	Dollar Value for Underruns	\$172,902.36	
	Change in contract price due to this Change Order:		
	Total Decrease	\$188,201.38	
	Total Increase		\$104,220.44
	Net increase (decrease)		-\$83,980.94

The sum of -\$83,980.94 is hereby added to, the total contract price and the total adjusted contract price to date thereby is \$1,903,012.06.

The time provided for completion in the contract is Unchanged

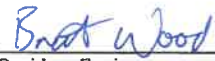
This document shall become an amendment to the contract & all provisions of the contract will apply hereto.

Accepted by:


Contractor

12/1/22
Date

Recommended by:


Resident Engineer

12/1/22
Date

Approved by:

Owner

Date

**PARTIAL PAYMENT ESTIMATE
NO. 7**

Name of Contractor: Cody Ekker Construction, Inc.		
Name of Owner: Pleasant Grove City		
Date of Completion:	Amount of Contract:	Dates of Estimate:
Original: 15-Nov-22	Original: \$1,595,758.00	From: 28-Oct-22
Revised: N/A	Revised: \$1,903,012.06	To: 30-Nov-22
Description of Job: 1100 North Street and Utility Improvement Project		
Amount	This Period	Total To Date
Amount Earned	\$85,957.88	\$1,903,012.07
Retainage Being Held	\$4,297.89	\$95,150.60
Retainage Being Released	\$25,150.61	\$95,150.61
Previous Payments		\$1,796,201.49
Amount Due	\$106,810.59	\$106,810.59

Contractor's Construction Progress is COMPLETE

I hereby certify that I have carefully inspected the work and as a result of my inspection and to the best of my knowledge and belief, the quantities shown in this estimate are correct and have not been shown on previous estimates and the work has been performed in accordance with the Contract Documents.

Recommended by Horrocks Engineers

Date: 11/30/2022


Brett Wood, P.E.
Project Engineer

Accepted by: **Cody Ekker Construction, Inc.**

Date: 12/1/22


Project Manager

Approved By: **Pleasant Grove City**

Date: _____

Guy L. Fugal
Mayor

Budget Code _____ Staff Initial _____

PROJECT: 1100 North Street and Utility Improvement Project

PAY PERIOD:

7

Nov-22

ITEM NO.	NATURE OF WORK	CONTRACT ITEMS				QUANTITY		EARNINGS	
		Qty	Units	Unit Price	Bid Amt.	This Month	To Date	This Month	To Date
	Base Bid								
1	Mobilization	1.00	LS	\$150,000.00	\$150,000.00	0.00	1.00		\$150,000.00
2	Traffic Control	1.00	LS	\$27,500.00	\$27,500.00	0.00	1.00		\$27,500.00
3	Storm Drain BMP's	1.00	LS	\$15,000.00	\$15,000.00	0.00	1.00		\$15,000.00
4	Remove Existing Asphalt	15509.00	SY	\$6.00	\$93,054.00	0.00	16242.33		\$97,453.98
5	Remove Existing Concrete Flatwork	4207.00	SF	\$2.00	\$8,414.00	0.00	4026.00		\$8,052.00
6	Remove and Replace Chain Link Fence	40.00	LF	\$90.00	\$3,600.00	0.00	0.00		\$0.00
7	Tree Trimming	4.00	EA	\$500.00	\$2,000.00	0.00	5.00		\$2,500.00
8	Roadway Excavation	200.00	CY	\$18.00	\$3,600.00	0.00	22.00		\$396.00
9	Granular Borrow	180.00	CY	\$39.00	\$7,020.00	0.00	0.00		\$0.00
10	Untreated Base Course	2720.00	TON	\$30.00	\$81,600.00	0.00	2437.34		\$73,120.20
11	Hot Mix Asphalt	4107.00	TON	\$87.00	\$357,309.00	0.00	3542.84		\$308,227.08
12	ADA Detectable Warning Device	32.00	SF	\$85.00	\$2,720.00	0.00	32.00		\$2,720.00
13	Monolithic Curb, Gutter, and Sidewalk	2652.00	SF	\$18.50	\$49,062.00	0.00	2709.00		\$50,116.50
14	Driveway Approach (6 Inches Thick)	400.00	SF	\$16.00	\$6,400.00	0.00	416.00		\$6,656.00
15	Cross Gutter	1017.00	SF	\$22.00	\$22,374.00	0.00	809.00		\$17,798.00
16	Curb Fillet "Frog"	306.00	SF	\$23.00	\$7,038.00	0.00	250.00		\$5,750.00
17	Raise Water Valve to Grade	35.00	EA	\$475.00	\$16,625.00	0.00	38.00		\$18,050.00
18	Raise Manhole to Grade	10.00	EA	\$750.00	\$7,500.00	0.00	12.00		\$9,000.00
19	Double Yellow Pavement Striping	20.00	GAL	\$62.00	\$1,240.00	0.00	21.90		\$1,357.80
20	4" SWL Pavement Striping	21.00	GAL	\$62.00	\$1,302.00	0.00	23.30		\$1,444.60
21	Landscape Repair	310.00	SF	\$6.00	\$1,860.00	0.00	85.50		\$513.00
22	Remove Pressure Reducing Valve and Vault	1.00	EA	\$5,000.00	\$5,000.00	0.00	1.00		\$5,000.00
23	Import Backfill (100%)	1550.00	TON	\$18.00	\$27,900.00	0.00	1363.27		\$24,538.86
24	2 Inch Stabilization Rock	25.00	TON	\$50.00	\$1,250.00	0.00	0.00		\$0.00
25	12 Inch PVC C-900 Water Pipe	15.00	LF	\$200.00	\$3,000.00	0.00	0.00		\$0.00
26	10 Inch PVC C-900 Water Pipe	10.00	LF	\$200.00	\$2,000.00	0.00	0.00		\$0.00
27	8 Inch PVC C-900 Water Pipe	3050.00	LF	\$95.00	\$289,750.00	0.00	2906.00		\$276,070.00
28	6 Inch PVC C-900 Water Pipe	70.00	LF	\$90.00	\$6,300.00	0.00	11.00		\$990.00
29	1 Inch Water Lateral Pipe (Trenchless)	1480.00	LF	\$35.00	\$51,800.00	0.00	1150.00		\$40,250.00
30	8 Inch Gate Valve	17.00	EA	\$2,800.00	\$47,600.00	0.00	18.00		\$50,400.00
31	8 Inch Cross	1.00	EA	\$1,800.00	\$1,800.00	0.00	1.00		\$1,800.00
32	8 Inch Tee	5.00	EA	\$1,750.00	\$8,750.00	0.00	5.00		\$8,750.00
33	12 Inch 45 Degree Bend	2.00	EA	\$1,800.00	\$3,600.00	0.00	0.00		\$0.00
34	8 Inch 45 Degree Bend	10.00	EA	\$950.00	\$9,500.00	0.00	3.00		\$2,850.00
35	6 Inch 45 Degree Bend	5.00	EA	\$800.00	\$4,000.00	0.00	3.00		\$2,400.00
36	8 Inch 11.25 Degree Bend	4.00	EA	\$900.00	\$3,600.00	0.00	2.00		\$1,800.00
37	8 Inch MJ x FL Adapter	2.00	EA	\$600.00	\$1,200.00	0.00	2.00		\$1,200.00
38	12 Inch x 8 Inch Reducer	1.00	EA	\$1,600.00	\$1,600.00	0.00	0.00		\$0.00
39	10 Inch x 8 Inch Reducer	1.00	EA	\$800.00	\$800.00	0.00	1.00		\$800.00
40	8 Inch x 6 Inch Reducer	5.00	EA	\$975.00	\$4,875.00	0.00	3.00		\$2,925.00
41	12 Inch Long Sleeve	1.00	EA	\$900.00	\$900.00	0.00	0.00		\$0.00
42	10 Inch Long Sleeve	1.00	EA	\$875.00	\$875.00	0.00	0.00		\$0.00
43	8 Inch Long Sleeve	1.00	EA	\$800.00	\$800.00	0.00	0.00		\$0.00
44	6 Inch Long Sleeve	5.00	EA	\$700.00	\$3,500.00	0.00	1.00		\$700.00
45	Remove Existing Fire Hydrant	1.00	EA	\$1,000.00	\$1,000.00	0.00	1.00		\$1,000.00
46	Replace Existing Fire Hydrant	4.00	EA	\$7,000.00	\$28,000.00	0.00	3.00		\$21,000.00
47	Fire Hydrant	1.00	EA	\$7,000.00	\$7,000.00	0.00	1.00		\$7,000.00
48	Water Service Connection	46.00	EA	\$2,200.00	\$101,200.00	0.00	44.00		\$96,800.00
49	Remove Existing Water Valve Box and Cover	16.00	EA	\$500.00	\$8,000.00	0.00	16.00		\$8,000.00
	Additive Alternate #2								
201	1 Inch Water Lateral Pipe (Open Trench)	0.00	LF	\$45.00	\$0.00	0.00	497.00		\$22,365.00
202	Meter Setter	0.00	EA	\$300.00	\$0.00	0.00	0.00		\$0.00
203	10" Line Stop	0.00	EA	\$7,000.00	\$0.00	0.00	0.00		\$0.00
204	Offsite Exploratory Pothole	0.00	EA	\$1,000.00	\$0.00	0.00	2.00		\$2,000.00
205	Pressurized Irrigation Connection	0.00	EA	\$1,750.00	\$0.00	0.00	1.00		\$1,750.00
206	1 Inch Pressurized Irrigation Pipe (Trenchless)	0.00	LF	\$35.00	\$0.00	0.00	50.00		\$1,750.00
	Additive Alternate #3								
302	Soft Spot Repair Fabric	0.00	SY	\$5.00	\$0.00	0.00	1680.50		\$8,402.50
	Additive Alternate #5								
501	Mobilization	1.00	LS	\$10,000.00	\$10,000.00	0.00	1.00		\$10,000.00
502	Storm Water Pollution Prevention Plan	1.00	LS	\$7,500.00	\$7,500.00	0.00	1.00		\$7,500.00
503	15" Corrugated HDPE Pipe	89.00	LF	\$60.00	\$5,340.00	0.00	87.00		\$5,220.00
504	18" Corrugated HDPE Pipe	101.00	LF	\$70.00	\$7,070.00	0.00	104.00		\$7,280.00
505	Connect to Existing Structure	2.00	EA	\$1,000.00	\$2,000.00	0.00	2.00		\$2,000.00
506	Remove Existing Pipe	105.00	LF	\$40.00	\$4,200.00	0.00	104.00		\$4,160.00
507	7' x 3' Control Box	1.00	LS	\$30,000.00	\$30,000.00	0.00	1.00		\$30,000.00
508	3' x 3' Box	2.00	EA	\$4,000.00	\$8,000.00	0.00	2.00		\$8,000.00
509	Solid Lid w/ Gasket	1.00	EA	\$1,500.00	\$1,500.00	0.00	1.00		\$1,500.00
510	Repair Sprinkler System	1.00	LS	\$5,000.00	\$5,000.00	0.00	1.00		\$5,000.00
511	Remove, Stockpile, and Reinstall Topsoil (6")	1.00	LS	\$4,000.00	\$4,000.00	0.00	1.00		\$4,000.00
512	Remove and Replace Sod	1.00	LS	\$3,750.00	\$3,750.00	0.00	1.00		\$3,750.00
513	Remove Existing Monolithic Concrete Flatwork	240.00	SF	\$4.00	\$960.00	0.00	282.00		\$1,128.00
514	Monolithic Curb Gutter, and Sidewalk	240.00	SF	\$28.00	\$6,720.00	0.00	342.86		\$9,600.00
515	Untreated Base Course	10.00	TON	\$35.00	\$350.00	0.00	30.50		\$1,067.50
516	Structural Backfill	200.00	TON	\$30.00	\$6,000.00	0.00	0.00		\$0.00
517	Native Backfill	170.00	CY	\$15.00	\$2,550.00	0.00	300.00		\$4,500.00
Subtotal					\$1,595,758.00			\$0.00	\$1,490,902.02

	Stockpile Payment							\$0.00	\$68,172.17
	Stockpile Deduction							\$0.00	(\$68,172.17)

Change Order #1 - 1150 East Street Rehabilitation									
Road Items									
1	Mobilization	1.00	LS	\$20,000.00	\$20,000.00	0.00	1.00		\$20,000.00
2	Traffic Control	1.00	LS	\$7,000.00	\$7,000.00	0.00	1.00		\$7,000.00
3	Remove Existing Asphalt, Regrade, and Compact	3978.00	SY	\$7.00	\$27,846.00	0.00	4158.50		\$29,109.50
4	Excavate Soft Spots (Contingency Item)	133.00	CY	\$20.00	\$2,660.00	0.00	370.00		\$7,400.00
5	Untreated Base Course	403.00	TON	\$37.00	\$14,911.00	0.00	1061.86		\$39,288.92
6	Hot Mix Asphalt	676.00	TON	\$133.00	\$89,908.00	761.33	761.33	\$101,256.89	\$101,256.89
7	Adjust Valve Box to Grade	12.00	EA	\$800.00	\$9,600.00	0.00	11.00		\$8,800.00
8	Adjust Manhole to Grade	2.00	EA	\$900.00	\$1,800.00	0.00	2.00		\$1,800.00
9	Remove Cross Gutter	255.00	SF	\$2.00	\$510.00	0.00	300.00		\$600.00
10	Cross Gutter	255.00	SF	\$24.00	\$6,120.00	0.00	300.00		\$7,200.00
Waterline Items									
11	Mobilization	1.00	LS	\$20,000.00	\$20,000.00	0.00	1.00		\$20,000.00
12	8 Inch PVC C-900 Water Pipe	970.00	LF	\$100.00	\$97,000.00	0.00	1014.00		\$101,400.00
13	8 Inch Gate Valve	6.00	EA	\$3,200.00	\$19,200.00	0.00	4.00		\$12,800.00
14	8 Inch 45 Degree Bend	10.00	EA	\$1,200.00	\$12,000.00	0.00	10.00		\$12,000.00
15	8 Inch Tee	3.00	EA	\$2,000.00	\$6,000.00	0.00	3.00		\$6,000.00
16	6 Inch Long Sleeve	5.00	EA	\$700.00	\$3,500.00	0.00	0.00		\$0.00
17	Water Service Connection	8.00	EA	\$2,500.00	\$20,000.00	0.00	8.00		\$20,000.00
18	1 Inch Water Lateral Pipe (Trenchless)	250.00	LF	\$35.00	\$8,750.00	0.00	165.50		\$5,792.50
19	Remove and Replace Fire Hydrant	2.00	EA	\$8,000.00	\$16,000.00	0.00	2.00		\$16,000.00
20	Import Backfill	370.00	TON	\$25.00	\$9,250.00	0.00	471.25		\$11,781.25

Change Order #2 - 1100 N Leaky Service Fix									
1	Leaky Service Line Repair by Public Works Crew	1.00	LS	(\$820.00)	(\$820.00)	0.00	1.00		(\$820.00)

Change Order #3 - 1150 E Asphalt Deduct									
1	Asphalt Price Adjustment for 58-28 Mix	761.33	TON	(\$6.46)	(\$4,918.19)	761.33	761.33	(\$4,918.19)	(\$4,918.19)
2	Asphalt Deduct 0.9 Pay Factor for Compaction	761.33	TON	(\$12.65)	(\$9,630.82)	761.33	761.33	(\$9,630.82)	(\$9,630.82)
3	Asphalt Deduct for Tack Coat	1.00	LS	(\$750.00)	(\$750.00)	1.00	1.00	(\$750.00)	(\$750.00)
4	Overrun and Underrun				(\$68,681.92)		0.00	\$0.00	\$0.00

Total **\$1,903,012.06**

TOTAL	\$85,957.88	\$1,903,012.07
AMOUNT RETAINED	\$4,297.89	\$95,150.60
RETAINAGE RELEASED	\$25,150.61	\$95,150.61
PREVIOUS RETAINAGE		\$20,852.71
PREVIOUS PAYMENTS		\$1,796,201.49
AMOUNT DUE	\$106,810.59	\$106,810.59

City Council Staff Report

December 6, 2022

Item 9A

TEXT AMENDMENT PROPOSAL

REQUEST	Request to amend City Code Section 10-14-25-2-C: The Grove Business Park Overlay Permitted Uses
APPLICANT	St. John's Properties
ZONE	The Grove Interchange Subdistrict
STAFF RECOMMENDATION	Approve the proposed Code Text Amendment
ATTACHMENTS	Proposed Ordinance Amendments (by applicant)

Background

On July 20, 2021, Pleasant Grove City Council held a public hearing and approved the request of Daniel Thomas for a rezone of approximately 6.93 acres of land to apply The Grove Business Park Overlay (GBP) Zone located in the Interchange Subdistrict in the Grove Zone.

The applicant is now requesting approval of a Code Text Amendment to add 53 new uses to the list of permitted uses in The Grove Business Park Overlay. Many of these uses fall under retail, office, and service categories. The applicant intends to fill out a commercial building suited for flex space with more uses than what is already permitted within the overlay.

Analysis

Purpose:

The purpose of The Grove Interchange Subdistrict is to “to provide for a mixture of research, office, retail, warehousing and certain specialized light manufacturing uses in a parklike atmosphere”, and “is to be characterized by attractively designed buildings and off street parking lots situated among spacious lawns, trees, shrubs and other landscape features, preserving as much as possible existing natural wetlands and associated vegetation.”

The GBP Overlay is generally a small area located near I-15 and Sam White Lane. Existing uses around this area include commercial businesses and automobile sales to the south, residential to the east, and offices and a church to the west and north. Eleven uses are currently permitted within the overlay (see Proposed Text Amendment – black text); because of its location and base zoning, this overlay was created to introduce some light manufacturing, office, and storage space through uses such as printing and publishing services, general warehousing and storage, and research services to the area. As this

Authors: Daniel Cárdenas - Community Development Director and Jacob Hawkins - City Planner

overlay is adjacent to residential uses, pure manufacturing would not be permitted, but rather uses such as light manufacturing and/or storage in the back with retail or office in the front would be in harmony with the purposes of the overlay.

As commercial buildings are constructed in this area, the applicant has considered potential uses to add to this overlay that would allow for a greater pool of potential tenants while expanding on the existing uses and still meeting the purposes of the overlay. After discussing several potential uses with staff, refining the list to be as specific as possible, and avoiding uses that would not be in harmony with the purpose of the overlay, the applicant has provided a final list (see Proposed Text Amendment – red text) of all the uses they would like to add to the zone.

These uses largely fall under two categories: Trade, Wholesale & Retail; and Services. Several other uses fall under other categories, as seen by the pie chart.

With there being so many uses added, the parking ratio will depend on what specific uses are established within the commercial buildings. Office

spaces have a parking ratio of 1:300; Retail has a parking ratio of 1:200, and Warehousing has a parking ratio of 1:6000. These parking spaces will be accounted for on any commercial development, building permit, or business license that is submitted to staff for review.

Because the proposed text amendment proposes uses Staff believe to be in harmony with the intent of the established Zone, Staff recommends approval of the request as presented by the applicant.

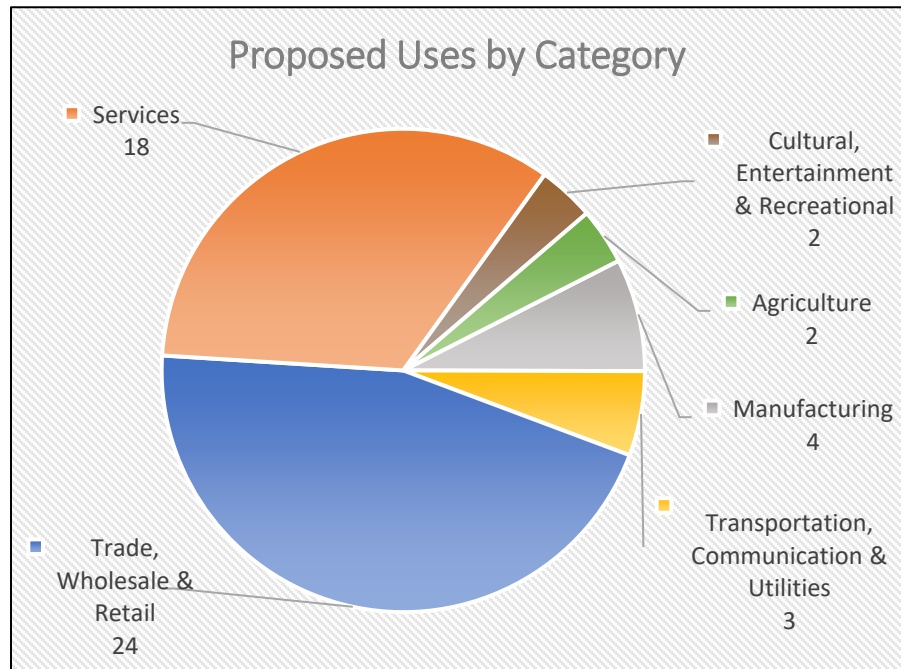


Figure 1

Recommendation from Planning Commission

Pleasant Grove City Planning Commission took the following action on the described application at their meeting on November 17, 2022.

- 1. Public Hearing: Code Text Amendment – Section 10-14-25-2: PERMITTED, CONDITIONAL AND ACCESSORY USES in The Grove Business Park Overlay (City Wide)**

Public Hearing to consider the request of St. John's Properties to amend City Code Section 10-14-25-2: Permitted, conditional and accessory uses in The Grove Business Park (GBP) Overlay, by

Authors: Daniel Cárdenas - Community Development Director and Jacob Hawkins - City Planner

modifying the provisions, requirements, and list for permitted principal uses within The Grove Business Park (GBP) Overlay, located within The Grove Interchange Subdistrict, and adding a series of multiple new uses or categories to the list of permitted uses within the overlay zone.

RECOMMEND APPROVAL

Motion: At the Public Hearing, Commissioner Fugal moved that the Planning Commission forward a recommendation of approval to the City Council for the proposed amendments to City Code Section 10-14-25-2-C: Permitted, Conditional and Accessory Uses, by adding the proposed list of uses to the list of permitted uses in The Grove Business Park Overlay; as presented today to the staff and adopting the exhibits, conditions, and findings of the staff report, and as modified by the conditions below:

1. All Final Planning, Engineering, and Fire Department requirements are met.
2. As Presented to staff:

2150- Bakery Products – Allow

2180- Beverage -Allow

2700- Printing, publishing, and allied industries – Already Allowed – Keep

2830- Pharmaceutical and nutritional supplements – Already Allowed - Keep

3140- Miscellaneous Plastic Products – **NOT ALLOWING**

3500- Profession, scientific and controlling instruments: photographic and optical goods: watches and clocks-Allow

~~3510- Engineering, laboratory and scientific and research instruments and associated equipment.~~

- (This is to be removed because it is now included in use #3500)

4731- Radio broadcasting (studios only) -Allow

4760- Recording and Sound Studios- Allow

4920- Transportation Services and Arrangements – Allow

5121- Wholesale trade of drugs, drug proprietaries and sundries- Already Allowed- Keep

5130- Dry Good and Apparel – Allow

5140- Groceries and related products- Allow

5160- Electrical Goods – Allow

5170- Hardware, Plumbing, Heating equipment and supplies- Allow

5180- Machinery, Equipment and Supplies - Allow

5190- Miscellaneous Wholesale and Trade, NEC – **NOT ALLOWING**

5200- Building materials, hardware, farm equipment and supplies- Allow

5300- General Merchandise – Allow

5400- Food – Allow

5590- Retail Trade- Automotive, Marine Crafts, Aircraft, and Accessories, NEC- Allow

5610- Men’s and Boy’s Clothing and Furnishings- Allow

5620- Women’s Ready Wear – Allow

5630- Women’s Accessories and Specialties- Allow

5640- Children’s and Infant’s Wear- Allow

5650- Family Clothing – Allow

5660- Shoes- Allow

5670- Custom Tailoring – Allow

5690- Retail Trade – Apparel and Accessories, NEC- Allow

5710- Furniture, Home Furnishings and Equipment- Allow

5720- Household Appliances- Allow
 5730- Radios, Televisions, and Music Sound Systems and Supplies- Allow
 5740- Office Equipment, Furniture, Machines and Supplies- Allow
 5800- Eating and Drinking Places -**NOT ALLOWING**
 5810- Eating Places, including restaurants and cafeterias- Already Allowed -Keep
 5900- Miscellaneous Retail Trade- Allow BUT **Eliminate 5981, 5982, 5983**, Keep 5984
~~5910- Drug and proprietary retail~~ - (This is to be removed because it is now included in use #5900)
~~5990- Miscellaneous Retail~~- (This is to be removed because it is now included in use #5900.)
 6100- Finance, insurance and real estate service- ALLOW 6110 but **DON'T ALLOW ANYTHING ELSE**
 6220- Photographic Services-Allow
 6230- Beauty and Barber – Allow
 6250- Apparel Repair – Allow
 6291- Clothing Rental- Allow
 6297- Athletic Clubs, ETC- Allow
 6310- Advertising Services- Allow
 6330- Duplicating, Mailing, Stenographic and Office Services- Allow
 6340- Dwelling and Other Building Services- **OFFICE ONLY**-Allow
 6360- Employment Services
 6376- General Warehousing and Storage- Already Allowed- Keep
 6390- Business Services, NEC- **NOT ALLOWING**
 6420- Electrical Appliance Repair and Services- Allow
 6490- Repair shops and Related services, NEC- Allow
 6500- Professional Services- Allow BUT **Eliminate 6515 and 6516**
~~6519- Massage Clinic- licensed therapists~~- (This is to be removed because it is now included in use #6500)
~~6540- Research Services~~- (This is to be removed because it is now included in use #6500)
 6600- Contract Construction Services- Allow
 6710- Executive, Legislative, and Judicial Functions, except military – Allow
 6830- Special Training and Schooling-Allow
 6900- Miscellaneous Service Organizations-**NOT ALLOWING**
 7320- Public Assembly uses- Already Allowed- Keep
 7390- Amusements, NEC- Allow
 7420- Playgrounds and Athletic Areas- Allow
 8221- Veterinarian Services – Allow
 8222- Animal Hospital Services – Allow

Commissioner Martineau seconded the motion.

The Commissioners unanimously voted “Aye”. The motion carried.

Motion by: Commissioner Fugal

Seconded by: Commissioner Martineau

AYE VOTES: Chair Butler, Martineau, Fugal, Patten, Shirley

Authors: Daniel Cárdenas - Community Development Director and Jacob Hawkins - City Planner

Ordinance

ORDINANCE NO. 2022_____

AN ORDINANCE OF PLEASANT GROVE CITY, UTAH COUNTY, UTAH, AMENDING SECTION 10-14-25-2-C: THE GROVE BUSINESS PARK (GBP) OVERLAY, PERMITTED PRINCIPAL USES, EXPANDING THE PERMITTED USES TO INCLUDE A SERIES OF MULTIPLE NEW USES (53 NEW USES) AS PERMITTED USES IN THE GROVE BUSINESS PARK (GBP) OVERLAY; INCLUDING AN EFFECTIVE DATE (ST. JOHN'S PROPERTIES, APPLICANT).

WHEREAS, the applicant, St. John's Properties proposes to add a series of multiple new uses (53 new uses), to the list of permitted uses in The Grove Business Park (GBP) Overlay Zone; and

WHEREAS, on November 17, 2022, the Pleasant Grove City Planning Commission held a public hearing to consider amending City Code Section 10-14-25-2-C: The Grove Business Park (GBP) Overlay - Permitted Principal Uses, by adding 53 new uses to the list of permitted uses in The Grove Business Park (GBP) Overlay; and

WHEREAS, at its public hearing the Planning Commission revised and made amendments the list of proposed uses and decided that the requested amendment to City Code Section 10-14-25-2-C: The Grove Business Park (GBP), is in the public's interest and is consistent with the written goals and policies of the General Plan; and

WHEREAS, the Pleasant Grove Planning Commission recommended to the Pleasant Grove City Council that the amendment to Section 10-14-25-2-C: The Grove Business park (GBP) Overlay, Permitted Principal Uses, by adding new uses as seen on the attached list, be approved; and

WHEREAS, on December 6, 2022 the Pleasant Grove City Council held a public hearing to consider the request; and

WHEREAS, at its meeting the Pleasant Grove City Council was satisfied that the amendment to the Pleasant Grove Municipal Code is in the best interest of the public and is consistent with the goals and policies of the General Plan; and

WHEREAS, it is the legislative body's intent that the city code amendments shall be in the interest of the public; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of Pleasant Grove City, Utah County, State of Utah as follows:

SECTION 1. Modified Section 10-14-25-2-C: THE GROVE INTERCHANGE SUBDISTRICT, of the Pleasant Grove Municipal Code is hereby amended to read as follows:

10-14-25: THE GROVE BUSINESS PARK (GBP) OVERLAY:

10-14-25-2: PERMITTED, CONDITIONAL AND ACCESSORY USES:

C. Permitted Principal Uses: In addition to the permitted uses of the underlying zone, the following principal uses and structures are permitted in this overlay:

Use Number	Use Classification
2150	Bakery Products (may involve home delivery)
2180	Beverage
2700	Printing, publishing and allied industries
2830	Pharmaceutical and nutritional supplements (including biological products, medicinal chemicals and botanical products)
3140	Miscellaneous Plastic Products
3500	Professional, scientific, and controlling instruments: photographic and optical goods: watches and clocks
3510	Engineering, laboratory and scientific and research instruments and associated equipment *NOTE: This item TO BE REMOVED as proposed Use 3500 includes this category – this line is included for the sake of showing what is currently existing.
4731	Radio broadcasting (studios only)
4760	Recording and Sound Studios
4920	Transportation Services and Arrangements
5121	Wholesale trade of drugs, drug proprietaries and sundries (including pharmaceutical, nutritionals and essential oils)
5130	Dry Goods and Apparel
5140	Groceries and Related Products
5160	Electrical Goods
5170	Hardware, Plumbing, Heating Equipment, and Supplies
5180	Machinery, Equipment, and Supplies
5190	Miscellaneous Wholesale Trade, NEC.
5200	Building materials, hardware, farm equipment and supplies
5300	General Merchandise
5400	Food
5590	Retail Trade – Automotive, Marine Crafts, Aircraft, and Accessories, NEC.

5610	Men's and Boy's Clothing and Furnishings
5620	Women's Ready to Wear
5630	Women's Accessories and Specialties
5640	Children's and Infant's Wear
5650	Family Clothing
5660	Shoes
5670	Custom Tailoring
5690	Retail Trade – Apparel and Accessories, NEC.
5710	Furniture, Home Furnishings, and Equipment
5720	Household Appliances
5730	Radios, Televisions, and Music Sound Systems and Supplies
5740	Office Equipment, Furniture, Machines and Supplies
5800	Eating and Drinking Places
5810	Eating places, including restaurants and cafeterias *NOTE: This item TO BE REMOVED as proposed Use 5800 includes this category – this line is included for the sake of showing what is currently existing.
5900	Miscellaneous Retail Trade
5910	Drug and proprietary retail *NOTE: This item TO BE REMOVED as proposed Use 5900 includes this category – this line is included for the sake of showing what is currently existing.
5990	Miscellaneous retail *NOTE: This item TO BE REMOVED as proposed Use 5900 includes this category – this line is included for the sake of showing what is currently existing.
6100	Finance, insurance, and real estate service
6220	Photographic Services
6230	Beauty and Barber Services
6250	Apparel Repair
6291	Clothing rental
6297	Athletic clubs, etc.
6310	Advertising Services
6330	Duplicating, Mailing, Stenographic and Office services
6340	Dwelling and Other Building Services
6360	Employment Services
6376	General warehousing and storage
6390	Business Services, NEC

6420	Electrical Appliance Repair and Services
6490	Repair Shops and Related Services, NEC
6500	Professional Services
6519	Massage clinic - licensed therapists *NOTE: This item TO BE REMOVED as proposed Use 6500 includes this category – this line is included for the sake of showing what is currently existing.
6540	Research services (including marketing, telemarketing, public relations and advertising services) *NOTE: This item TO BE REMOVED as proposed Use 6500 includes this category – this line is included for the sake of showing what is currently existing.
6600	Contract Construction Services
6710	Executive, Legislative, and Judicial Functions, Except Military
6830	Special Training and Schooling
6900	Miscellaneous Service Organizations
7230	Public assembly uses: public assembly, miscellaneous purposes, including convention and exhibition halls
7390	Amusements, NEC
7420	Playgrounds and Athletic Areas
8221	Veterinarian Services
8222	Animal Hospital Services

SECTION 2. SEVERABILITY. The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any of the remaining sections, paragraphs, sentences, clauses or phases of this Ordinance.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage and posting as provided by law.

SECTION 4. APPROVED AND ADOPTED AND MADE EFFECTIVE by the City Council of Pleasant Grove City, Utah County, Utah, this 6th day of December 2022.

Guy L. Fugal, Mayor

ATTEST:

Authors: Daniel Cárdenas - Community Development Director and Jacob Hawkins - City Planner

Kathy T. Kresser, CMC - City Recorder

Authors: Daniel Cárdenas - Community Development Director and Jacob Hawkins - City Planner

ORDINANCE NO. 2022-25

AN ORDINANCE OF PLEASANT GROVE CITY, UTAH COUNTY, UTAH, AMENDING SECTION 10-14-25-2-C: THE GROVE BUSINESS PARK (GBP) OVERLAY, PERMITTED PRINCIPAL USES, EXPANDING THE PERMITTED USES TO INCLUDE A SERIES OF MULTIPLE NEW USES (53 NEW USES) AS PERMITTED USES IN THE GROVE BUSINESS PARK (GBP) OVERLAY; INCLUDING AN EFFECTIVE DATE (ST. JOHN’S PROPERTIES, APPLICANT).

WHEREAS, the applicant, St. John’s Properties proposes to add a series of multiple new uses (53 new uses), to the list of permitted uses in The Grove Business Park (GBP) Overlay Zone; and

WHEREAS, on November 17, 2022, the Pleasant Grove City Planning Commission held a public hearing to consider amending City Code Section 10-14-25-2-C: The Grove Business Park (GBP) Overlay - Permitted Principal Uses, by adding 53 new uses to the list of permitted uses in The Grove Business Park (GBP) Overlay; and

WHEREAS, at its public hearing the Planning Commission revised and made amendments the list of proposed uses and decided that the requested amendment to City Code Section 10-14-25-2-C: The Grove Business Park (GBP), is in the public’s interest and is consistent with the written goals and policies of the General Plan; and

WHEREAS, the Pleasant Grove Planning Commission recommended to the Pleasant Grove City Council that the amendment to Section 10-14-25-2-C: The Grove Business park (GBP) Overlay, Permitted Principal Uses, by adding new uses as seen on the attached list, be approved; and

WHEREAS, on December 6, 2022 the Pleasant Grove City Council held a public hearing to consider the request; and

WHEREAS, at its meeting the Pleasant Grove City Council was satisfied that the amendment to the Pleasant Grove Municipal Code is in the best interest of the public and is consistent with the goals and policies of the General Plan; and

WHEREAS, it is the legislative body’s intent that the city code amendments shall be in the interest of the public; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of Pleasant Grove City, Utah County, State of Utah as follows:

SECTION 1. Modified Section 10-14-25-2-C: THE GROVE INTERCHANGE SUBDISTRICT, of the Pleasant Grove Municipal Code is hereby amended to read as follows:

10-14-25: THE GROVE BUSINESS PARK (GBP) OVERLAY:

10-14-25-2: PERMITTED, CONDITIONAL AND ACCESSORY USES:

C. Permitted Principal Uses: In addition to the permitted uses of the underlying zone, the following principal uses and structures are permitted in this overlay:

Use Number	Use Classification
2150	Bakery Products (may involve home delivery)
2180	Beverage
2700	Printing, publishing and allied industries
2830	Pharmaceutical and nutritional supplements (including biological products, medicinal chemicals and botanical products)
3140	Miscellaneous Plastic Products
3500	Professional, scientific, and controlling instruments: photographic and optical goods: watches and clocks
3510	Engineering, laboratory and scientific and research instruments and associated equipment *NOTE: This item TO BE REMOVED as proposed Use 3500 includes this category – this line is included for the sake of showing what is currently existing.
4731	Radio broadcasting (studios only)
4760	Recording and Sound Studios
4920	Transportation Services and Arrangements
5121	Wholesale trade of drugs, drug proprietaries and sundries (including pharmaceutical, nutritionals and essential oils)
5130	Dry Goods and Apparel
5140	Groceries and Related Products
5160	Electrical Goods
5170	Hardware, Plumbing, Heating Equipment, and Supplies
5180	Machinery, Equipment, and Supplies
5190	Miscellaneous Wholesale Trade, NEC.
5200	Building materials, hardware, farm equipment and supplies
5300	General Merchandise
5400	Food
5590	Retail Trade – Automotive, Marine Crafts, Aircraft, and Accessories, NEC.
5610	Men's and Boy's Clothing and Furnishings
5620	Women's Ready to Wear
5630	Women's Accessories and Specialties
5640	Children's and Infant's Wear
5650	Family Clothing
5660	Shoes
5670	Custom Tailoring

5690	Retail Trade – Apparel and Accessories, NEC.
5710	Furniture, Home Furnishings, and Equipment
5720	Household Appliances
5730	Radios, Televisions, and Music Sound Systems and Supplies
5740	Office Equipment, Furniture, Machines and Supplies
5800	Eating and Drinking Places
5810	Eating places, including restaurants and cafeterias *NOTE: This item TO BE REMOVED as proposed Use 5800 includes this category – this line is included for the sake of showing what is currently existing.
5900	Miscellaneous Retail Trade
5910	Drug and proprietary retail *NOTE: This item TO BE REMOVED as proposed Use 5900 includes this category – this line is included for the sake of showing what is currently existing.
5990	Miscellaneous retail *NOTE: This item TO BE REMOVED as proposed Use 5900 includes this category – this line is included for the sake of showing what is currently existing.
6100	Finance, insurance, and real estate service
6220	Photographic Services
6230	Beauty and Barber Services
6250	Apparel Repair
6291	Clothing rental
6297	Athletic clubs, etc.
6310	Advertising Services
6330	Duplicating, Mailing, Stenographic and Office services
6340	Dwelling and Other Building Services
6360	Employment Services
6376	General warehousing and storage
6390	Business Services, NEC
6420	Electrical Appliance Repair and Services
6490	Repair Shops and Related Services, NEC
6500	Professional Services
6519	Massage clinic - licensed therapists *NOTE: This item TO BE REMOVED as proposed Use 6500 includes this category – this line is included for the sake of showing what is currently existing.
6540	Research services (including marketing, telemarketing, public relations and advertising services)

	*NOTE: This item TO BE REMOVED as proposed Use 6500 includes this category – this line is included for the sake of showing what is currently existing.
6600	Contract Construction Services
6710	Executive, Legislative, and Judicial Functions, Except Military
6830	Special Training and Schooling
6900	Miscellaneous Service Organizations
7230	Public assembly uses: public assembly, miscellaneous purposes, including convention and exhibition halls
7390	Amusements, NEC
7420	Playgrounds and Athletic Areas
8221	Veterinarian Services
8222	Animal Hospital Services

SECTION 2. SEVERABILITY. The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any of the remaining sections, paragraphs, sentences, clauses or phases of this Ordinance.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage and posting as provided by law.

SECTION 4. APPROVED AND ADOPTED AND MADE EFFECTIVE by the City Council of Pleasant Grove City, Utah County, Utah, this 6th day of December 2022.

Guy L. Fugal, Mayor

ATTEST:

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____
Second: Council Member _____

ROLL CALL	Yes	No	Absent
Mayor Guy L. Fugal	_____	_____	_____
Dianna Andersen	_____	_____	_____
Brent Bullock	_____	_____	_____
Eric Jensen	_____	_____	_____
Cyd LeMone	_____	_____	_____
Todd Williams	_____	_____	_____

CERTIFICATE OF POSTING ORDINANCE
Pleasant Grove City Corporation

I, the duly appointed recorder for the City of Pleasant Grove, hereby certify that a summary of the foregoing Ordinance No. _____ was posted on the State (<http://pmn.utah.gov>) website on this ____ day of _____, 2022.

Dated this _____ day of _____, 2022.

Kathy T. Kresser, MMC, City Recorder

Pleasant Grove, Utah

December 6, 2022

The City Council (“City Council”) of the City of Pleasant Grove, Utah (the “City”), met in regular public session on December 6, 2022, at the City’s regular meeting place at 6:00 p.m. with the following members of the Council present:

Guy L. Fugal	Mayor
Dianna Andersen	Councilmember
Brent Bullock	Councilmember/Mayor Pro Tem
Eric Jensen	Councilmember
Cyd LeMone	Councilmember
Todd Williams	Councilmember

Also present:

Kathy Kresser	City Recorder
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After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this December 6, 2022, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

Aye:

Nay:

The Resolution is as follows:

RESOLUTION NO. 2022-061

A RESOLUTION OF THE CITY OF PLEASANT GROVE, UTAH (THE “ISSUER”) APPROVING OF THE FINANCING OF THE COSTS OF ACQUISITION, CONSTRUCTION AND FURNISHING OF A PERFORMING ARTS AND THEATER BUILDING AND RELATED IMPROVEMENTS, BY HALE CENTER FOR THE ARTS AND EDUCATION, A UTAH NON-PROFIT CORPORATION (THE “BORROWER”), IN ORDER TO PROMOTE THE GENERAL WELFARE OF THE RESIDENTS OF THE STATE OF UTAH; AUTHORIZING THE ISSUANCE BY THE ISSUER OF ITS NOT TO EXCEED \$30,000,000 INDUSTRIAL DEVELOPMENT REVENUE BONDS, SERIES 2022B, WHICH WILL BE PAYABLE SOLELY FROM THE REVENUES ARISING FROM THE PLEDGE OF A LOAN AGREEMENT (THE “LOAN AGREEMENT”), AMONG THE ISSUER, THE BORROWER, AND ZIONS BANK (THE “LENDER”); AUTHORIZING THE EXECUTION AND DELIVERY OF SAID LOAN AGREEMENT AND RELATED DOCUMENTS; CONFIRMING THE SALE OF SAID BONDS; AND RELATED MATTERS.

WHEREAS, pursuant to the Utah Industrial Facilities and Development Act, Title 11, Chapter 17, Utah Code Annotated 1953, as amended (the “Act”), the City of Pleasant Grove, Utah (the “Issuer”), is authorized to issue its revenue bonds to finance the costs of any “project” as defined in the Act to the end that the Issuer may be able to promote the general welfare within the State of Utah; and

WHEREAS, the Act provides that a municipality or county may issue revenue bonds for the purpose of using substantially all of the proceeds thereof to pay or to reimburse a company for the costs of the acquisition, construction, and furnishing of the facilities of a project and that title to or in such facilities may at all times remain in the company and in such case the bonds of the municipality or county shall be secured by a pledge of one or more notes, debentures, bonds, or other secured or unsecured debt obligations of the company; and

WHEREAS, Issuer is authorized and empowered under the laws of the State, including the Act, to issue revenue bonds and to enter into loan agreements, contracts, and other instruments and documents necessary or convenient to obtain loans for the purpose of facilitating the financing of certain projects as described in the Act; and

WHEREAS, in furtherance of the purposes of the Act and at the request of Hale Center Theater for the Arts and Education, a Utah non-profit corporation (the “Borrower”), the Issuer proposes to finance all or a portion of expenditures incurred by the Borrower for the construction, equipping and furnishing of an approximately 74,250 square foot performing arts and theater building and related improvements located in the City (the “Project”) by issuing its Industrial Development Revenue Bonds, Series 2022B, with such additional designation as may be determined, in the total principal amount of not to exceed

\$30,000,000 (the “Series 2022B Bonds”) and lending the proceeds thereof to Borrower; and

WHEREAS, the Council on November 1, 2022, adopted a resolution and made certain findings and determinations with respect to the Project (the “Inducement and Parameters Resolution”); and

WHEREAS, after published notice, a public hearing was held on November 29, 2022 and continued to an additional public hearing on December 6, 2022, at which any interested party had an opportunity to comment upon the proposed issuance of the Series 2022B Bonds, or any other matter relating to the Project; and

WHEREAS, the Project will be of the character and will accomplish the purposes provided by the Act, and in connection with the financing of the Project the Issuer desires to issue its Series 2022B Bonds; and

WHEREAS, Borrower proposes to borrow the proceeds of the Series 2022B Bonds upon the terms and conditions set forth herein to finance the costs of Project; and

WHEREAS, Borrower shall make loan payments directly to Zions Bank or any related entity (the “Lender”) as assignee of Issuer and holder of the Series 2022B Bonds pursuant to the terms set forth in a Loan Agreement (the “Loan Agreement”) among the Issuer, the Lender, and the Borrower, substantially in the form attached hereto as Exhibit B; and

WHEREAS, pursuant to the provisions of the Loan Agreement, the Borrower will promise to pay amounts sufficient to pay, when due the principal of, premium, if any, and interest on the Series 2022B Bonds, all in accordance with the requirements of the Act; and

WHEREAS, the Act and the documents to be signed by the Issuer provide that the Series 2022B Bonds shall not constitute or give rise to a general obligation or liability of the Issuer or be a charge against its general credit or taxing powers and that the Series 2022B Bonds will be payable from and secured only by the revenues arising from the pledge and assignment under the Loan Agreement; and

WHEREAS, the Council desires to approve the issuance of the Series 2022B Bonds and to authorize the execution and delivery of the Loan Agreement and related documents.

NOW, THEREFORE, BE IT RESOLVED by the Council as follows:

Section 1. All terms defined in the recitals hereto shall have the same meaning when used herein.

Section 2. The Issuer is authorized to finance the costs of the Project by the Borrower with the proceeds of the Series 2022B Bonds, all pursuant to the provisions of the Act. All action heretofore taken by the officers of the Issuer directed toward the issuance of the Series 2022B Bonds is hereby ratified, approved, and confirmed.

Section 3. The Issuer is authorized and directed to issue the Series 2022B Bonds in the aggregate principal amount of up to \$30,000,000. The Series 2022B Bonds shall bear interest as described in the Loan Agreement, shall be payable on the dates, shall be subject to redemption prior to maturity, and shall mature all as set forth in the Loan Agreement.

The form, terms, and provisions of the Series 2022B Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, tender, and number shall be as set forth in the Loan Agreement. The Mayor and City Recorder are hereby authorized and directed to execute and seal the Series 2022B Bonds. The signatures of the Mayor and City Recorder may be by facsimile or manual execution.

The form of Bond is set out in the Loan Agreement, a copy of which was before the Council at this meeting, which form is incorporated herein by reference and made a part hereof.

Section 4. The Series 2022B Bonds are to be issued in accordance with and pursuant to and the Issuer is authorized and directed to execute and deliver the Loan Agreement, in substantially the same form presented to the Council at the meeting at which this resolution was adopted (with such final financial terms as may be determined so long as the aggregate par amount of Series 2022B Bonds does not exceed \$30,000,000). The Loan Agreement provides for the use of the proceeds of the Series 2022B Bonds solely for the purpose of financing the cost of the Project and for paying expenses incidental thereto. The Loan Agreement provides for certain representations and warranties by the Issuer and the Borrower, for certain conditions precedent to the purchase of the Series 2022B Bonds, for certain affirmative and negative covenants, and for remedies in connection with the failure to perform certain covenants thereunder. The Loan Agreement specifically provides that the Series 2022B Bonds shall not constitute or give rise to a general obligation or liability of the Issuer or a charge against its general credit or taxing powers. Recourse on the Series 2022B Bonds executed and delivered by the Issuer pursuant to the Loan Agreement may be had only against the security for the Series 2022B Bonds as provided therein and in the Loan Agreement.

Section 5. The Loan Agreement provides that if the proceeds of the Series 2022B Bonds are not sufficient to defray all costs and expenses of acquiring, constructing, and improving the Project and all expenses incidental thereto, the Borrower will pay all such excess costs and expenses, and will acquire and install the Project without additional cost to the Issuer.

Section 6. The Project will constitute a facility as contemplated in the Act consisting of certain buildings, equipment, and related improvements, including any modification thereof, substitutions therefor and amendments thereto.

Section 7. The Loan Agreement, in substantially the form presented to the Council at this meeting, with such changes as are authorized by Section 8 hereof, is hereby approved in all respects, and the Mayor and City Recorder are hereby authorized to execute the same on behalf of the Issuer and to affix the seal of the Issuer thereto and the acts of

the Mayor and City Recorder in so doing are and shall be the act and deed of the Issuer. The Mayor and City Recorder or any other proper officers and employees of the Issuer are hereby authorized and directed to take all steps on behalf of the Issuer to perform and discharge the obligations of the Issuer under each of said instruments.

Section 8. The Mayor and City Recorder of the City are hereby authorized to make, either prior or subsequent to the execution thereof, any alterations, changes, or additions in the Loan Agreement and the Series 2022B Bonds which may be necessary to reflect final financial terms of the Series 2022B Bonds (so long as the aggregate principal amount of the Series 2022B Bonds does not exceed \$30,000,000), correct any errors or omissions therein, to remove ambiguities therefrom, to conform the same to other provisions of said instruments, to the agreement of the Borrower and the Lender, to the provisions of this resolution, or any other resolution adopted by the Issuer, or the provisions of the laws of the State of Utah or the United States as long as the rights of the Issuer are not materially adversely affected thereby.

Section 9. Pursuant to Section 11-17-13, Utah Code Annotated 1953, as amended, the Issuer includes herein the pledge and undertaking of the State of Utah that the State of Utah will not alter, impair, or limit the rights vested hereunder or in the Series 2022B Bonds, the Loan Agreement, or any of the documents contemplated hereby until the Series 2022B Bonds, together with all interest thereon, have been fully paid and discharged and all obligations of the Issuer thereunder and under the Loan Agreement are fully performed.

Section 10. It is hereby declared that all parts of this resolution are severable and that if any section, paragraph, clause, or provision of this resolution shall, for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause, or provision shall not affect the remaining provisions of this resolution.

Section 11. The Mayor and City Recorder and any other duly authorized officers of the Issuer are hereby authorized to execute all documents and take such action as they may deem necessary or advisable in order to carry out and perform the purpose of this resolution and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 12. All resolutions, orders, and regulations or parts thereof heretofore adopted or passed which are in conflict herewith are, to the extent of such conflict, hereby repealed. This repealer shall not be construed so as to revive any resolution, order, regulation or part thereof heretofore repealed.

Section 13. This resolution shall take effect immediately upon its adoption.

ADOPTED AND APPROVED this December 6, 2022.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

Motion: Council Member _____

Second: Council Member _____

<u>ROLL CALL</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
Mayor Guy L. Fugal	_____	_____	_____
Dianna Andersen	_____	_____	_____
Brent Bullock	_____	_____	_____
Eric Jensen	_____	_____	_____
Cyd LeMone	_____	_____	_____
Todd Williams	_____	_____	_____

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

I, Kathy Kresser, the undersigned duly appointed, qualified and acting City Recorder of the City of Pleasant Grove, Utah (the “City”), do hereby certify:

The foregoing pages are a true, perfect and complete copy of a resolution duly adopted by the City Council of the City during proceedings of the City Council of the City, had and taken at a lawful regular meeting of said City Council held at the City offices in Pleasant Grove, Utah, on December 6, 2022, commencing at the hour of 6:00 p.m., as recorded in the regular official book of the proceedings of the City kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on December 6, 2022.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this December 6, 2022.

(SEAL)

By: _____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Kathy Kresser, the undersigned City Recorder of the City of Pleasant Grove, Utah (the “City”) do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the December 6, 2022, public meeting held by the City Council as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of Pleasant Grove, Utah, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Daily Herald, either directly or through the newspaper’s subscription to the Utah Public Notice Website (<http://pmn.utah.gov>); and

(c) By causing a copy of such Notice to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the 2022 Notice of Annual Meeting Schedule for the City Council, in the form attached hereto as Schedule 2, was given specifying the date, time and place of the regular meetings of said Council to be held during the year, by causing said Notice to be (i) posted on _____, 2022 at the principal office of the Council, (ii) provided to at least one newspaper of general circulation within the City on _____, 2022 and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this December 6, 2022.

City Recorder

(SEAL)

SCHEDULE I
MEETING NOTICE

SCHEDULE 2

ANNUAL MEETING SCHEDULE

EXHIBIT B

LOAN AGREEMENT

(See Transcript Document No. 1)

City Council Staff Report

December 6, 2022

FINAL SUBDIVISION PLAT

Item
10A

REQUEST 2-lot commercial subdivision called doTerra Subdivision Plat 'C'

APPLICANT Hale Center Foundation for the Arts and Education

ADDRESS Approx. 360 South 1300 West

ZONE The Grove Zone - Commercial Sales Subdistrict

STAFF RECOMMENDATION Approve the Preliminary Subdivision Plat

ATTACHMENTS	Property Zoning Map	3
	Property Aerial Map	4
	Preliminary Subdivision Plat	5

Background

The applicant is requesting approval of a 2-lot preliminary subdivision, called doTerra Subdivision Plat 'C'. The property is currently vacant, although the site plan for this property was heard by the Planning Commission on November 10, 2022.

Analysis

Preliminary Plat:

The proposed subdivision occupies a total area of 12.522 acres and consists of 2 lots. In The Grove – Commercial Sales Subdistrict, there are no minimum requirements for lot area, width, or frontage. The setbacks for this property are 25 feet from the front property line and side yard contiguous to a street, except those portions devoted to access and driveway use. There are no rear or internal side yard requirements in instances where the side or rear property line abuts a commercial or industrial zone. The proposed plat places the proposed Theater Center on its own lot, separate from the adjacent medical office building and from the parking lot.

Recommendation from Planning Commission

Pleasant Grove City Planning Commission took the following action on the described application at their meeting on November 28, 2022.

**1. Public Hearing: Preliminary Subdivision Plat – Located at approx. 360 South 1300 West
(Sam White's Lane Neighborhood)**

Public Hearing to consider the request of the Hale Center Foundation for the Arts and Education for a 2-lot preliminary subdivision plat, called doTerra Subdivision Plat 'C' on 12.522 acres, located at approx. 360 South 1300 West in The Grove Zone – Commercial Sales Subdistrict.

RECOMMEND APPROVAL

Motion: At the Public Hearing, Commissioner Patten moved forward a positive recommendation of approval for the request of Hale Center Foundation for the Arts and Education for a subdivision plat called doTerra Subdivision Plat 'C' on property located at approximately 360 South 1300 West on property zoned The Grove Zone Commercial Sales Subdistrict; and adopting the exhibits, conditions, and findings of the staff report, and as modified by the conditions below:

1. All Final Planning, Engineering, and Fire Department requirements are met.

Commissioner Hargett seconded the motion.

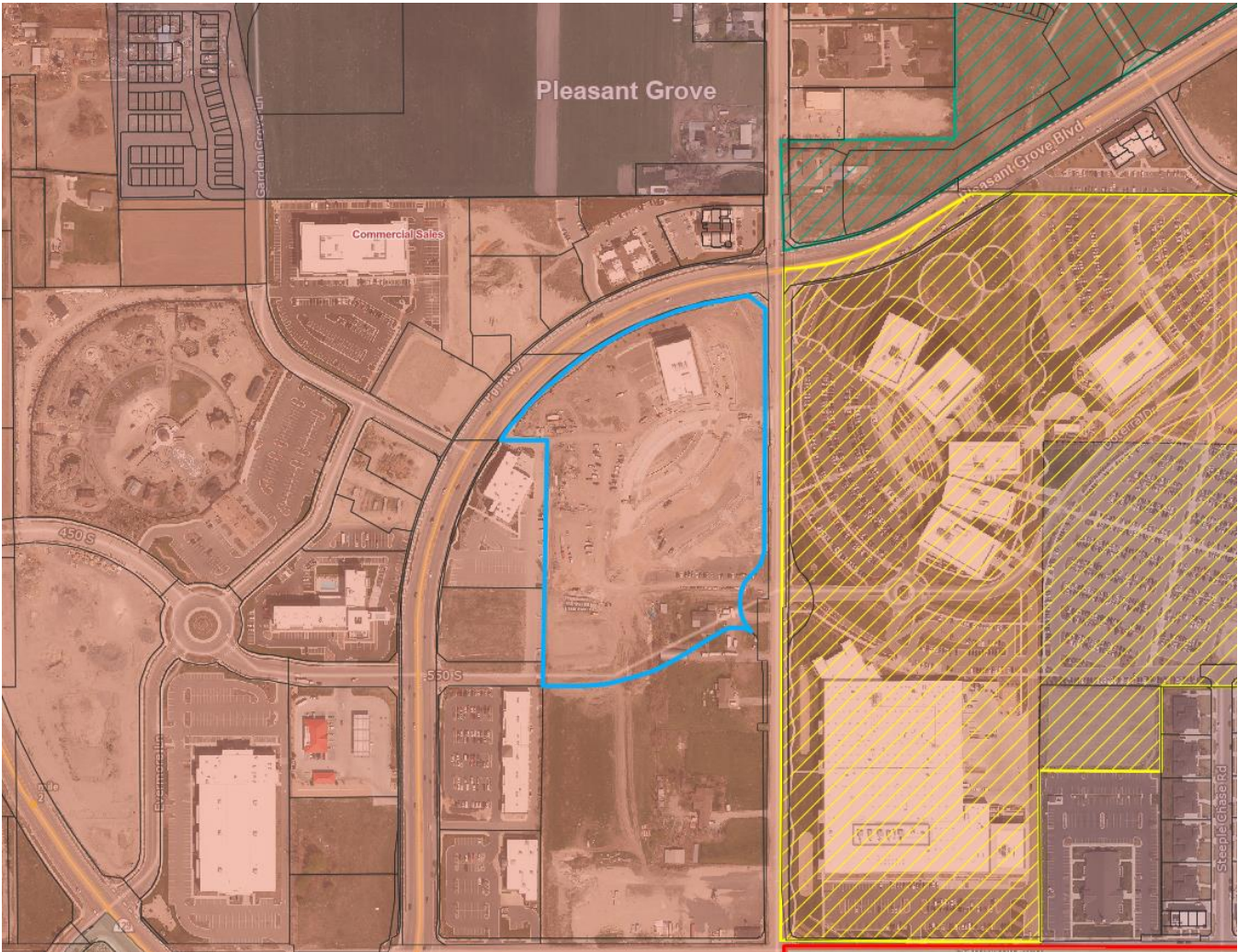
The Commissioners unanimously voted "Aye". The motion carried.

Motion by: Commissioner Patten

Seconded by: Commissioner Hargett

AYE VOTES: Chair Butler, Hargett, Clyde, Patten

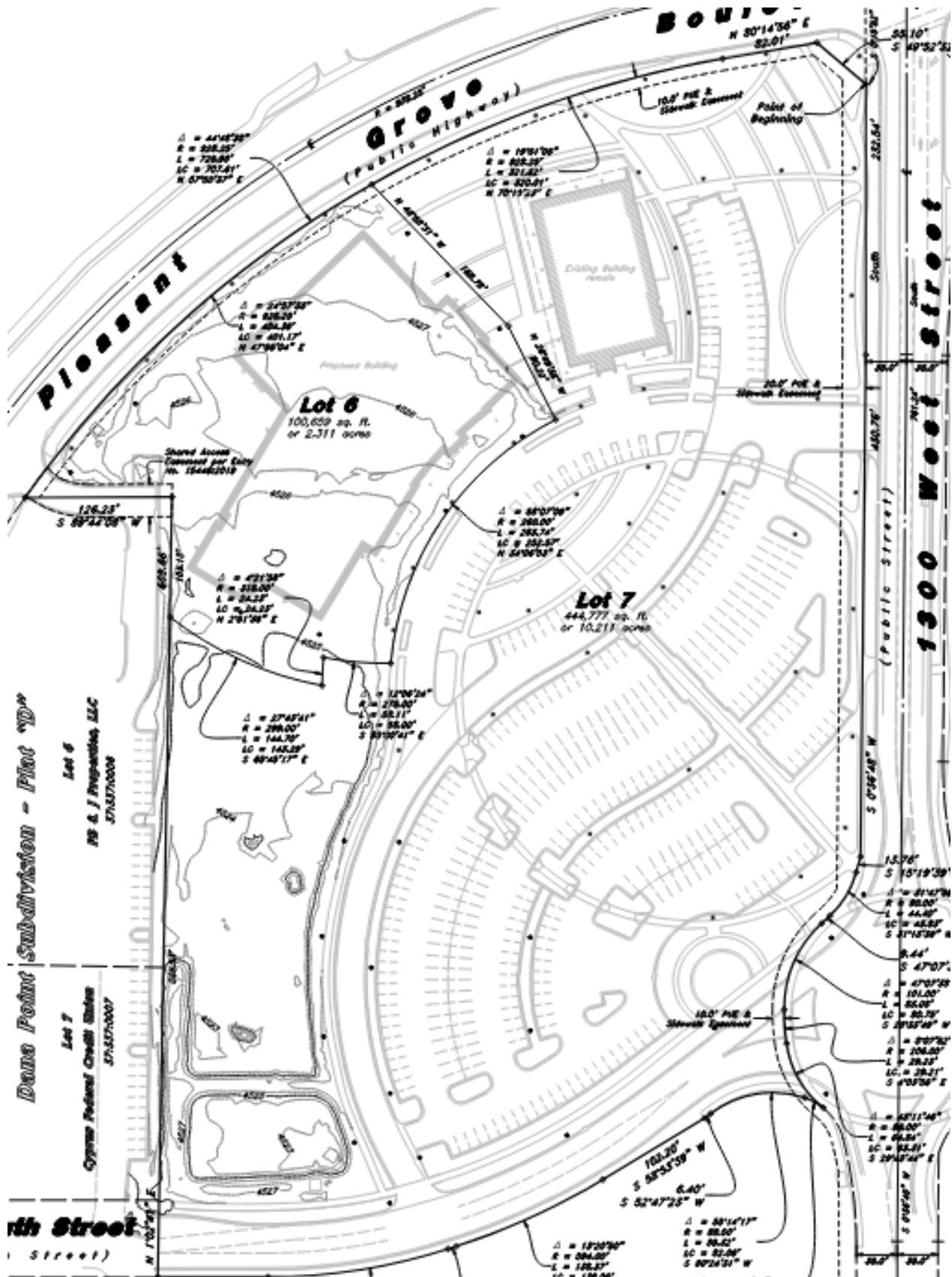
PROPERTY ZONING MAP



PROPERTY AERIAL MAP



FINAL PLAT – doTerra Subdivision Plat C



Authors: Daniel Cárdenas - Community Development Director and Jacob Hawkins - City Planner

City Council Staff Report

December 6, 2022

Item 10B

COMMERCIAL SITE PLAN

REQUEST	Request for approval of a commercial site plan for a theater	
APPLICANT	Hale Center Foundation for the Arts and Education	
ADDRESS	360 South 1300 West	
ZONE	The Grove – Commercial Sales	
GENERAL PLAN	The Grove Interchange District	
STAFF RECOMMENDATION	Approve the commercial site plan – with conditions	
ATTACHMENTS	Property Zoning Map	4
	Property Aerial Map	5
	Site Plan	6
	Landscaping Plan	7
	Floor Plan	8
	Elevation Plan	12
	Renderings	13

Background

The applicant is requesting the approval of a theater. The subject property is currently developed with a medical office building, however the applicant is currently applying for a subdivision that would place the theater on its own lot.

Analysis

Setbacks:

The setbacks as mentioned in Section 10-14-11-C state that the front setback for any structure in The Grove Commercial Sales Zone is 25 feet from the public right-of-way and is measured from the foundation of the building to the back of the curb. The side and rear setbacks are measured from the side and rear property lines respectively and are both required to be 0 feet if adjacent to other commercial uses. The closest structure to Pleasant Grove Boulevard is a utility building, which is approximately 40 feet from the back of the curb. Parking is to the southeast of the building and there is approximately 33 feet between the theater and the existing medical office building.

Open space and landscaping:

In addition to the required landscaping, each lot within the grove is required to have ten percent of its land dedicated to open space. Open space includes parks, plazas, courtyards, arcades, pedestrian walkways, natural areas and landscaped areas. The applicant provides for approximately 36,709 square feet (33.9%) open space for the entire property, and provides for 36 trees within their proposed lot boundaries and bordering Pleasant Grove Boulevard.

Use and parking:

The proposed use falls under Use 7210 – Entertainment Assembly, which is a permitted principal use in The Grove Commercial Sales Subdistrict. In conjunction with the theater use, the proposed building also has some office space on the third floor. The theater is proposed to be approximately 47,328 square feet in size. The parking requirement for entertainment uses is 1 parking space for every 4 fixed seats. There are 403 parking spaces in the shared parking lot between the theater and the medical office building, and the theater use alone (at 780 fixed seats) requires approximately 200 parking spaces. The parking lot is already existing, and while there is no bicycle parking on the proposed set of plans, there is already sufficient bicycle parking next to the medical office building.

Screening, height, and materials:

The theater is approximately 55 feet tall at its highest point. The proposed materials mainly consist of stone veneer, glass, and metal panels. The proposed materials are in conformance with the material list as stated in Section 10-14-20-I of the zoning ordinances. The zoning ordinances also declare that the façade that faces the street is the most prominent in any commercial building, and that it shall be designed with large panes of clear glass on the main level oriented to the sidewalk.

Design Review Board:

The provided site plan was presented at the Design Review Board meeting on November 3, 2022.

Recommendation from Planning Commission

Pleasant Grove City Planning Commission took the following action on the described application at their meeting on November 10, 2022.

1. Public Hearing: Site Plan – Located at approx. 360 South 1300 West (Sam White's Lane Neighborhood)

Public Hearing to consider the request of the Hale Center Foundation for the Arts and Education for a commercial site plan for a theater, located at approx. 360 South 1300 West in The Grove Zone – Commercial Sales Subdistrict.

RECOMMEND APPROVAL

Motion: At the Public Hearing, Commissioner Clyde moved that Planning Commission forward a recommendation of approval for the request of the Hale Center Foundation for the Arts and Education for the proposed site plan, located at approximately 360 South 1300 West on property zoned The Grove – Commercial Sales Zone; and adopting the exhibits, conditions, and findings of the staff report, and as modified by the conditions below:

1. All Final Planning, Engineering, and Fire Department requirements are met.

Commissioner Martineau seconded the motion.

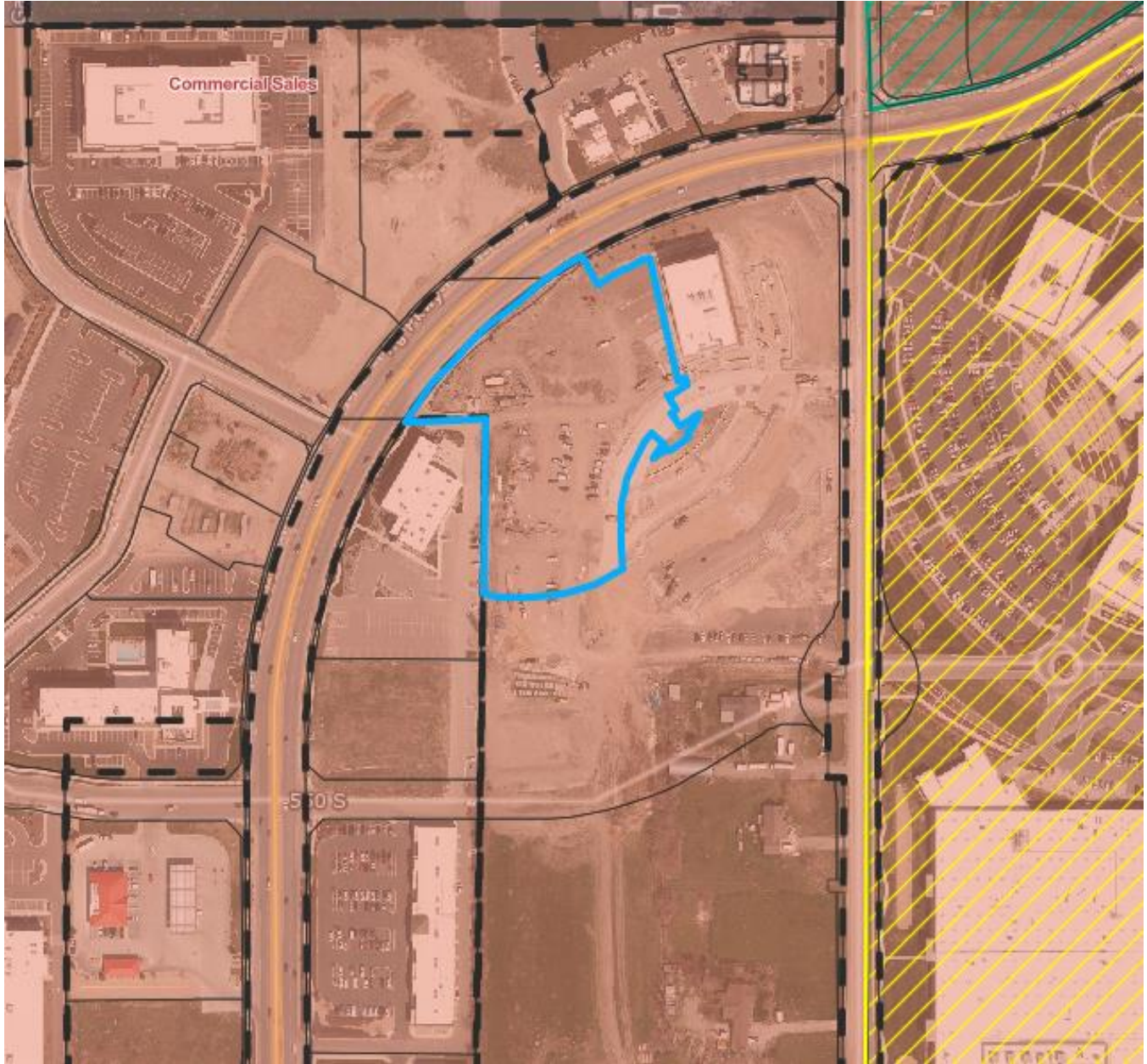
The Commissioners unanimously voted “Aye”. The motion carried.

Motion by: Commissioner Clyde

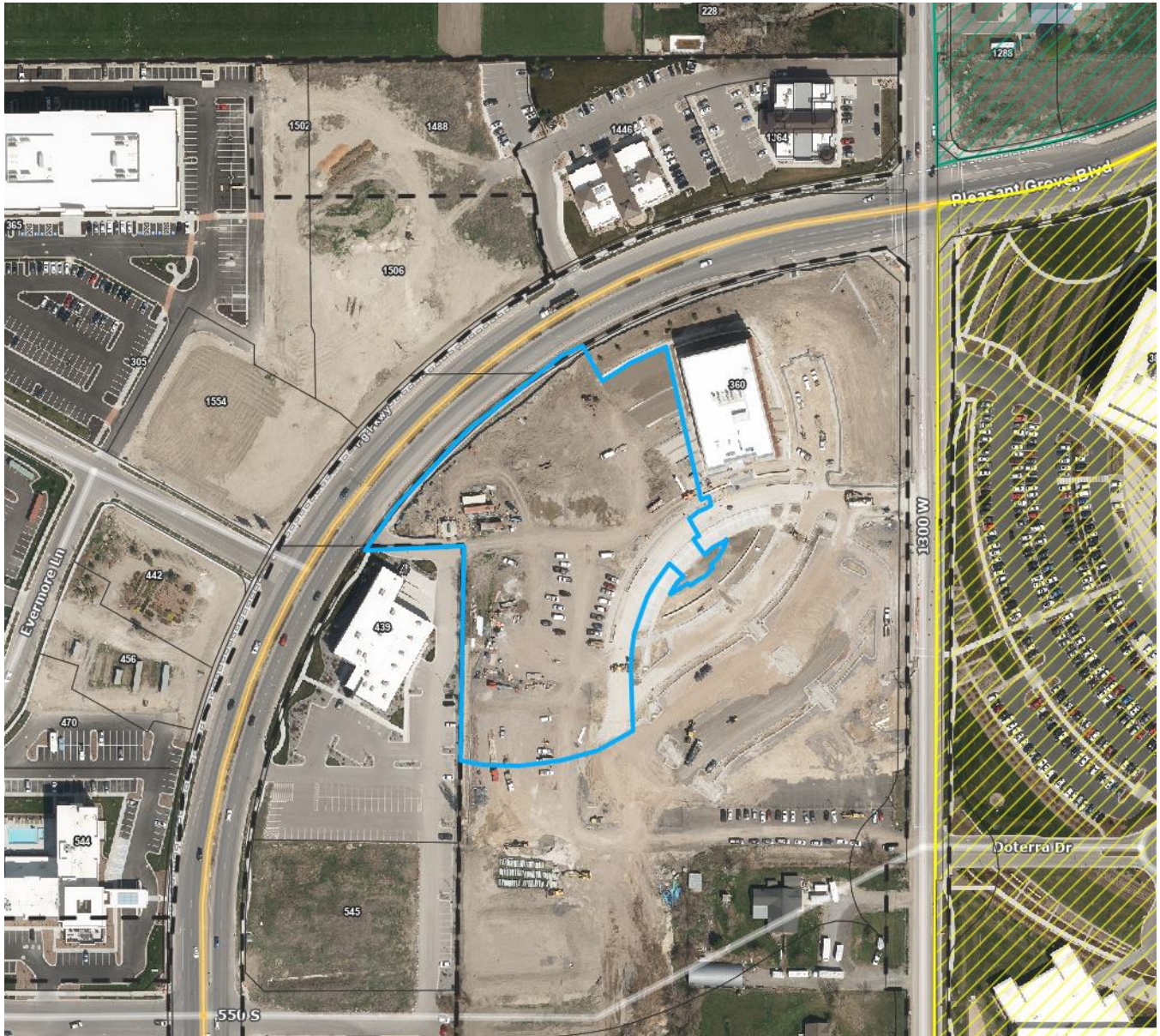
Seconded by: Commissioner Martineau

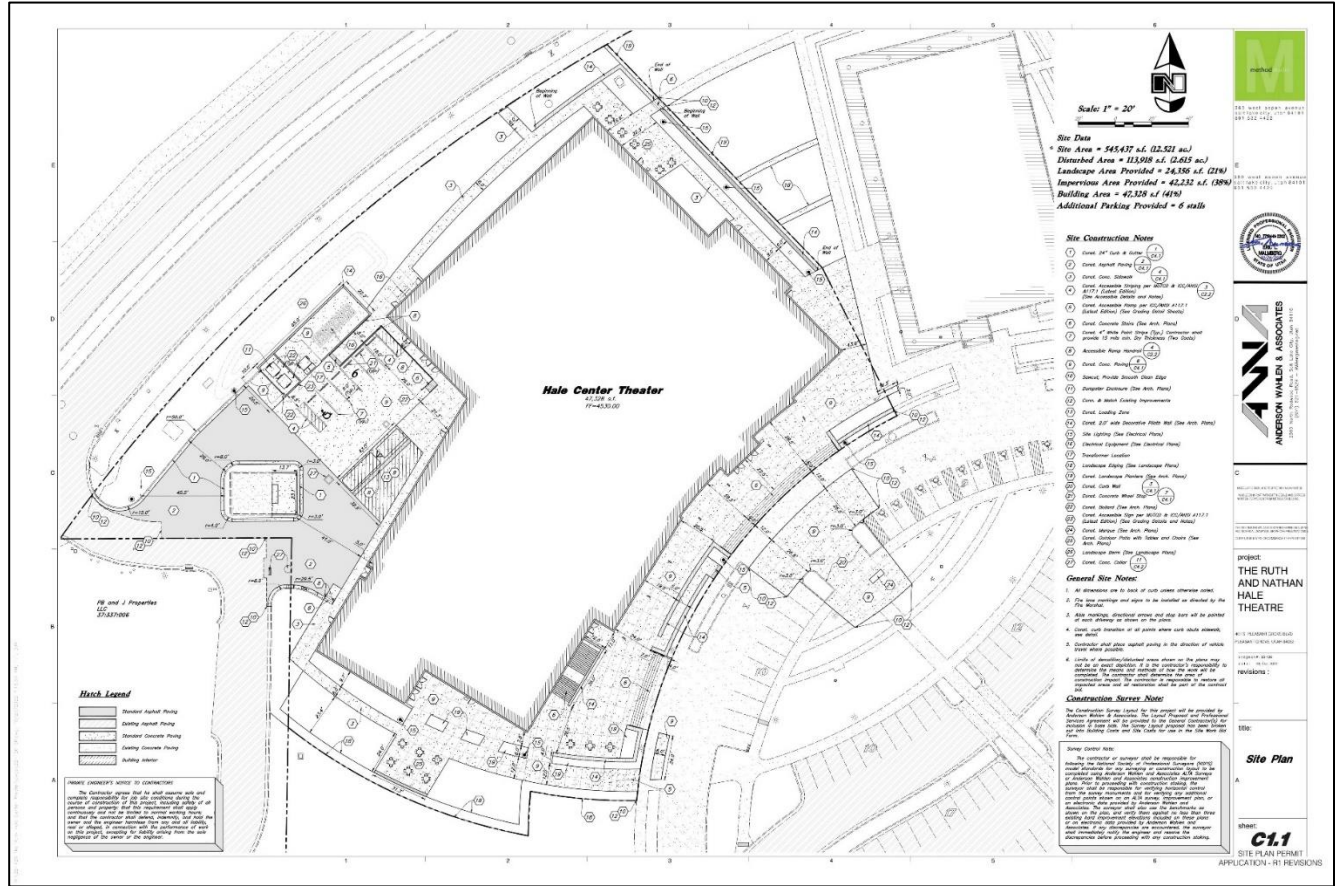
AYE VOTES: Chair Butler, Hargett, Steele, Martineau, Fugal, Clyde, Shirley

PROPERTY ZONING MAP

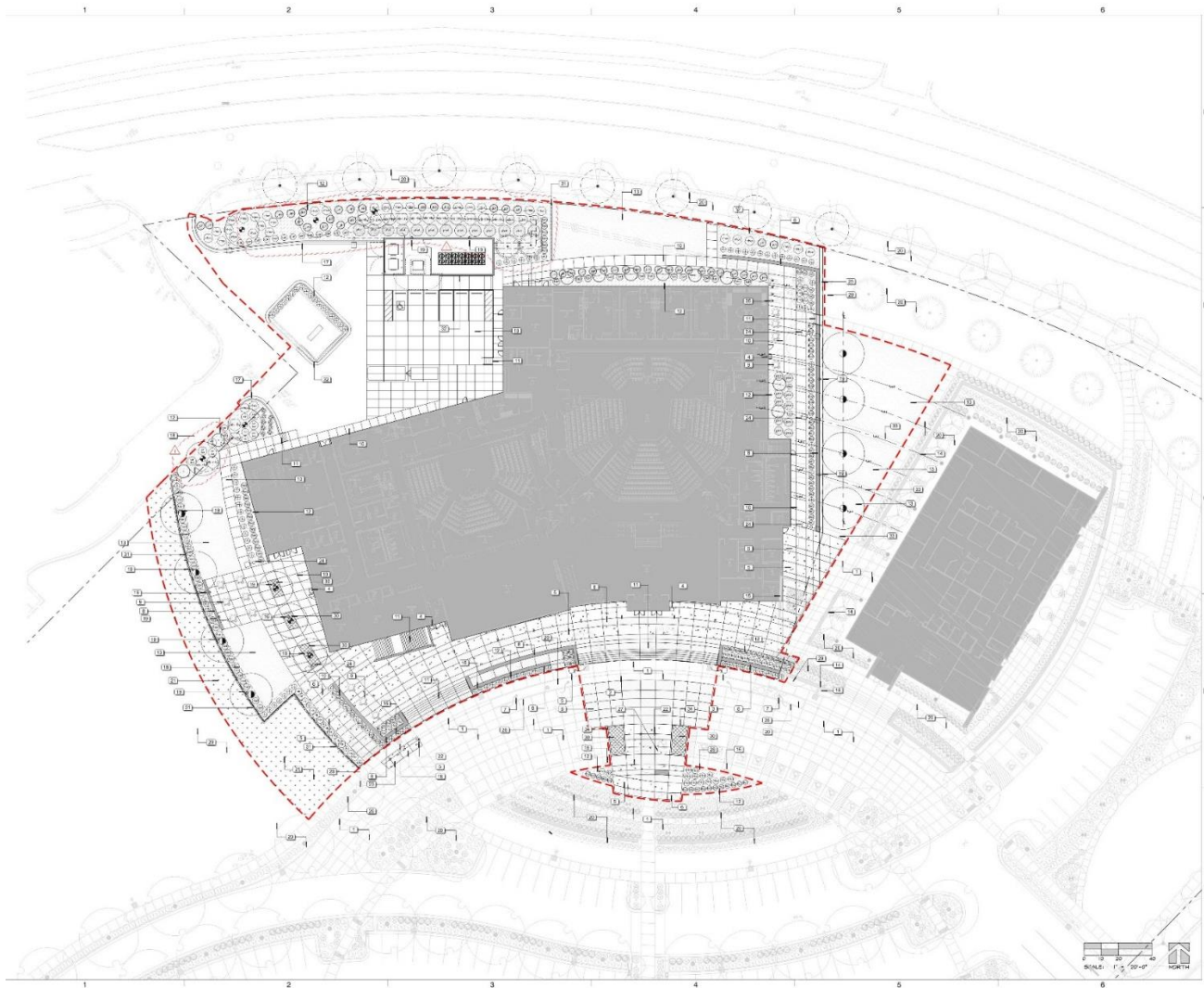


PROPERTY AERIAL MAP



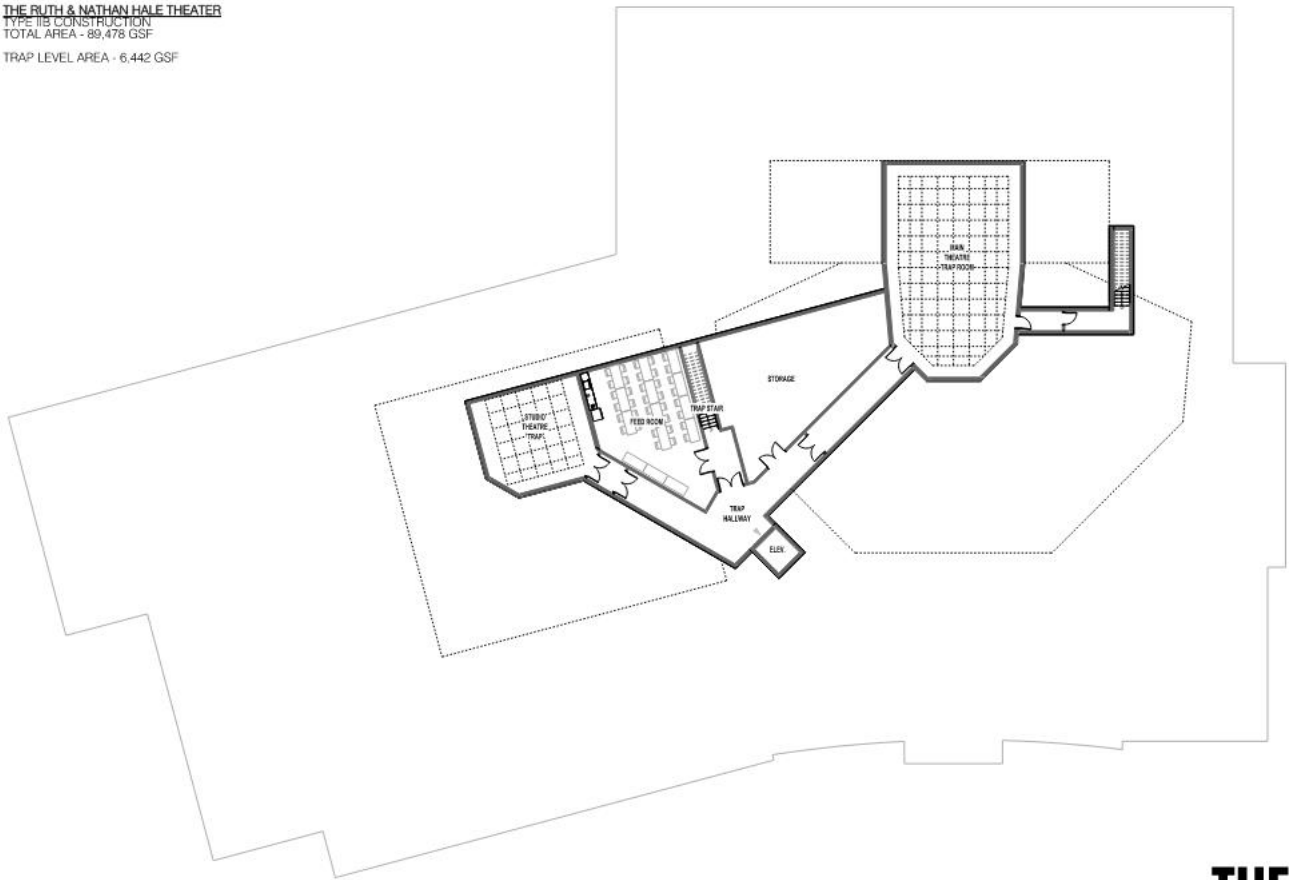


LANDSCAPE PLAN



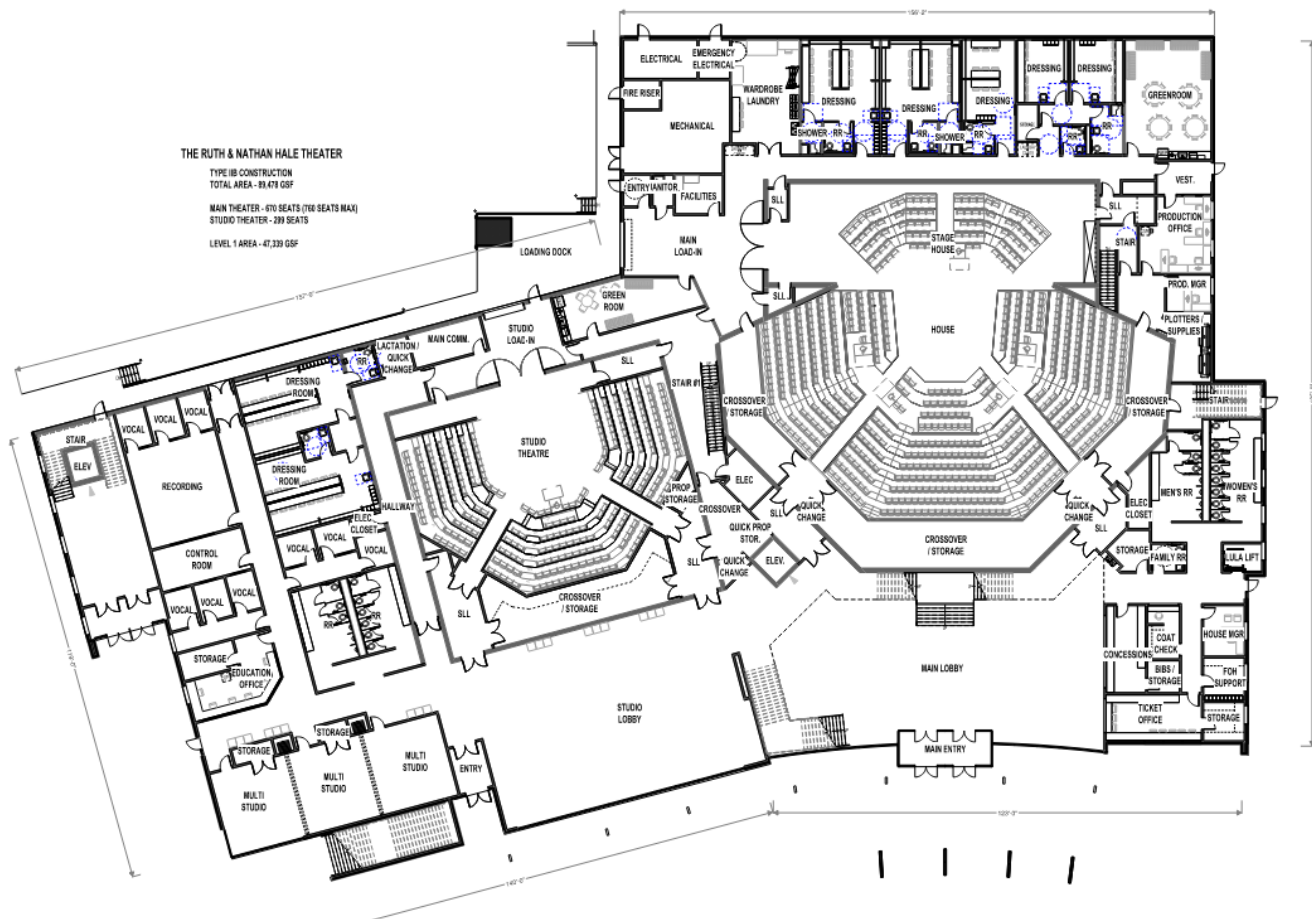
FLOOR PLAN – TRAP LEVEL

THE RUTH & NATHAN HALE THEATER
TYPE IIB CONSTRUCTION
TOTAL AREA - 89,478 GSF
TRAP LEVEL AREA - 6,442 GSF

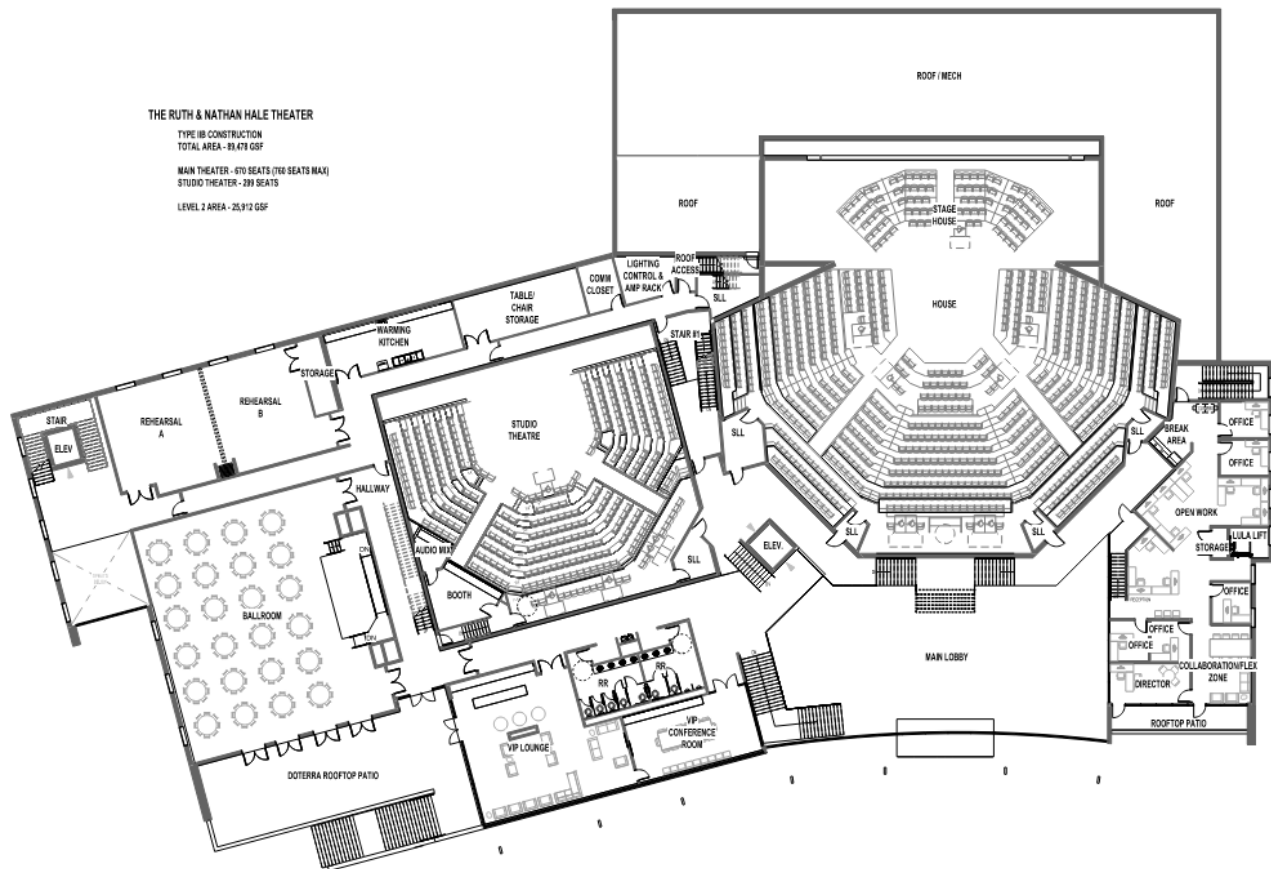


TUC

FLOOR PLAN – MAIN LEVEL

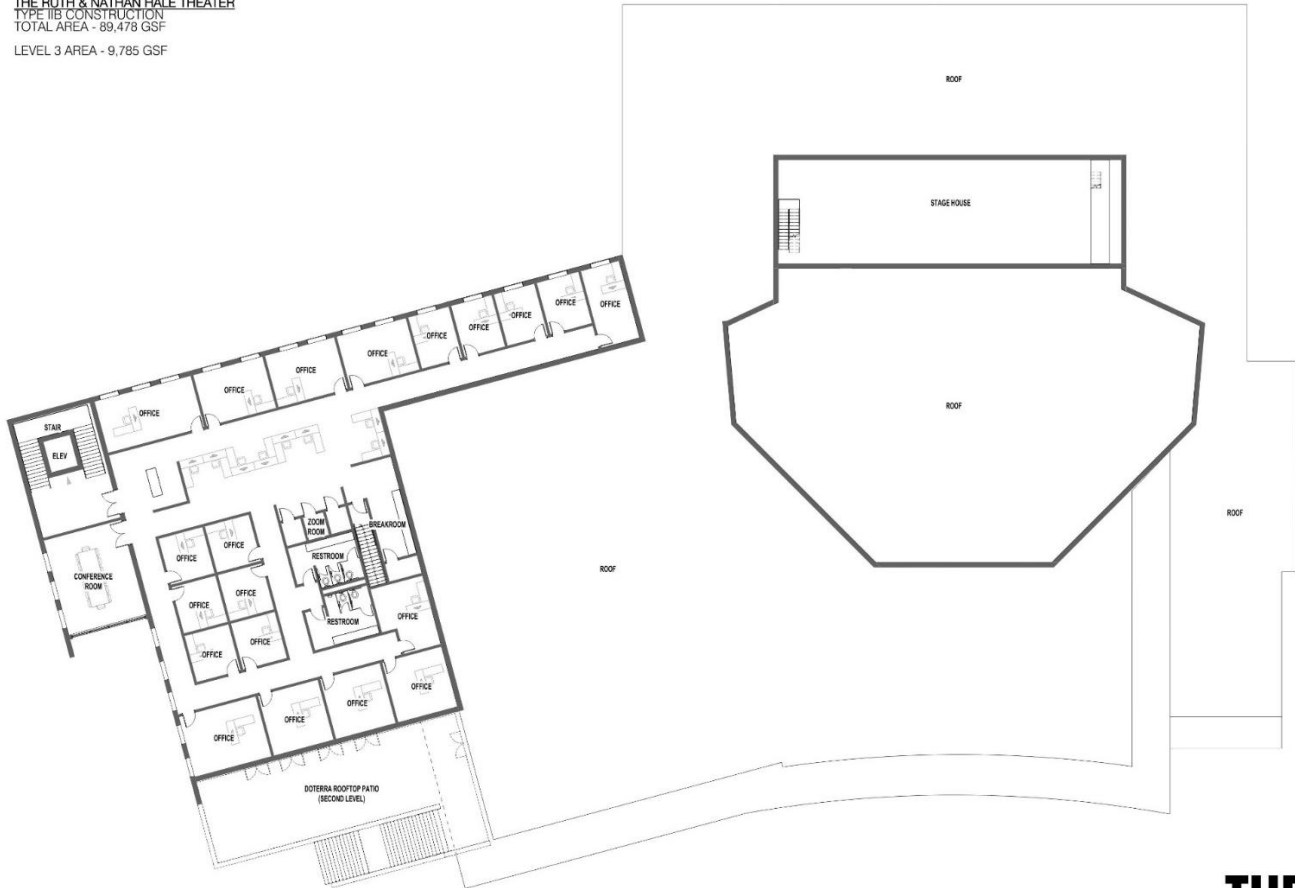


FLOOR PLAN – 2ND FLOOR



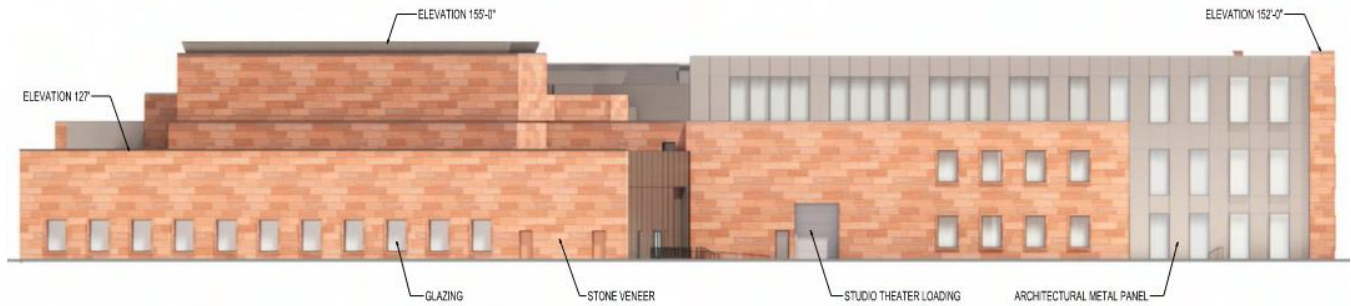
FLOOR PLAN – THIRD FLOOR

THE RUTH & NATHAN HALE THEATER
TYPE IIB CONSTRUCTION
TOTAL AREA - 89,478 GSF
LEVEL 3 AREA - 9,785 GSF



THE

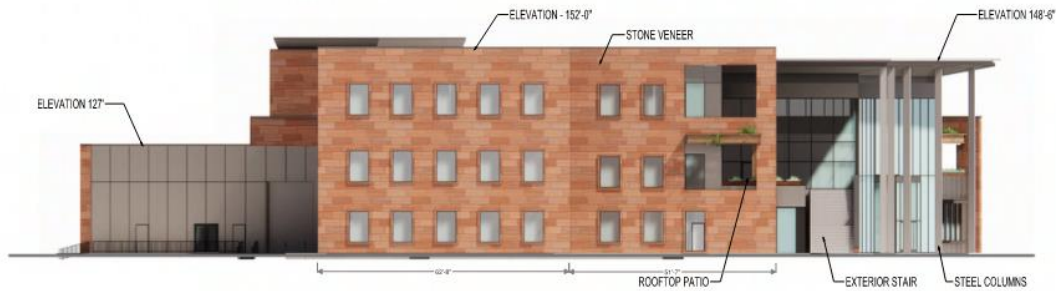
ELEVATION PLANS



NORTH ELEVATION - PLEASANT GROVE BLVD



SOUTH ELEVATION - MAIN ENTRY



WEST ELEVATION - LOADING & FOUNDATION ACCESS ZONE



EAST ELEVATION - SHARED DOTERRA MOB PLAZA

RENDERINGS





Pleasant Grove, Utah

December 6, 2022

The City Council ("City Council") of the City of Pleasant Grove, Utah (the "City"), met in regular public session on December 6, 2022, at the City's regular meeting place at 6:00 p.m. with the following members of the Council present:

Guy L. Fugal	Mayor
Dianna Andersen	Councilmember
Brent Bullock	Councilmember/Mayor Pro Tem
Eric Jensen	Councilmember
Cyd LeMone	Councilmember
Todd Williams	Councilmember

Also present:

Kathy Kresser	City Recorder
---------------	---------------

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this December 6, 2022, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Mayor and recorded in the official records of the City Council. The resolution is as follows:

RESOLUTION NO. 2022-063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANT GROVE, UTAH (THE “CITY”), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$36,000,000 AGGREGATE PRINCIPAL AMOUNT OF SALES TAX REVENUE BONDS, SERIES 2023 (THE “SERIES 2023 BONDS”); FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE SERIES 2023 BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE SERIES 2023 BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE SERIES 2023 BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE SERIES 2023 BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE CITY THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SERIES 2023 BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; AUTHORIZING THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; AUTHORIZING AND APPROVING A GENERAL INDENTURE, SUPPLEMENTAL INDENTURE, A BOND PURCHASE AGREEMENT AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the “Council”) of the Issuer desires to (a) finance the acquisition and construction of public improvements, including but not limited to, storm drain and park improvements, and expansion of the cemetery, and all related improvement (the “Project”), (b) fund any necessary debt service reserve funds, and (c) pay costs of issuance with respect to the Series 2023 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the City desires to issue the Series 2023 Bonds, to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the City, pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), (b) this Resolution, and (c) a General Indenture of Trust (the “General Indenture”), and a Supplemental Indenture of Trust to be entered into in connection with the Series 2023 Bonds (the “Supplemental Indenture” and together with the General Indenture, the “Indenture”), with such Indenture in substantially the form attached hereto as Exhibit B; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the City desires to call a public hearing for these purposes and to publish a notice of such hearing with respect to the Series 2023 Bonds, including a notice of bonds to be issued, in compliance with the Act; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase agreement (the “Bond Purchase Agreement”), in substantially the form attached hereto as Exhibit C to be entered into between the Issuer and the purchaser (the “Purchaser”); and

WHEREAS, in order to allow the City, in consultation with the City’s Municipal Advisor, Zions Public Finance, flexibility in setting the pricing date of the Series 2023 Bonds, the Council desires to grant to any one of the Mayor (including his designee or any Mayor pro tem), the City Manager or the Finance Department Manager of the City (the “Designated Officer”) the authority to select the Purchaser to approve the method of sale, principal amounts, interest rates, terms, pledged revenues, maturities, redemption features, and purchase price at which the Series 2023 Bonds shall be sold and make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the “Parameters”);

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Pleasant Grove, Utah, as follows:

Section 1. For the purpose of (a) financing the Project (b) funding a deposit to a debt service reserve fund, if desirable and (c) paying costs of issuance of the Series 2023 Bonds, the City hereby authorizes the issuance of a series of bonds which shall be designated “City of Pleasant Grove, Utah Sales Tax Revenue Bonds, Series 2023” (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the City) in the aggregate principal amount of not to exceed \$36,000,000. The Series 2023 Bonds shall mature in not more than twenty-six (26) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a rate or rates of not to exceed six percent (6.00%) per annum, as shall be approved by the Designated Officer in consultation with Zions Public Finance, the City’s Municipal Advisor, all within the Parameters set forth herein.

Section 2. The Indenture and the Bond Purchase Agreement, in substantially the forms presented to this meeting and attached hereto as Exhibits B and C, respectively, are hereby authorized, approved, and confirmed. The Mayor and City Recorder are hereby authorized to execute and deliver the Indenture and the Bond Purchase Agreement in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the City, with final terms as may be established by the Designated Officer within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 4 hereof. The Designated Officer is hereby authorized to select the Purchaser, to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2023 Bonds for and on behalf of the City, provided that such terms are within the Parameters set by this Resolution.

Section 3. The Designated Officer or other appropriate officials of the City are authorized to make any alterations, changes or additions to the Indenture, the Series 2023 Bonds, the Bond Purchase Agreement or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2023 Bonds (within the Parameters), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States. The execution thereof by the Mayor or Designated Officer on behalf of the City of the documents approved hereby shall conclusively establish such necessity, appropriateness, and approval with respect to all such additions, modifications, deletions, and changes incorporated therein.

Section 4. The form, terms, and provisions of the Series 2023 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor and the City Recorder (or any deputy City Recorder, collectively, the “City Recorder”) are hereby authorized and directed to execute and seal the Series 2023 Bonds and to deliver said Series 2023 Bonds to the trustee for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 5. The Designated Officer or other appropriate officials of the City are hereby authorized and directed to execute and deliver to the trustee the written order of the City for authentication and delivery of the Series 2023 Bonds in accordance with the provisions of the Indenture.

Section 6. Upon their issuance, the Series 2023 Bonds will constitute special limited obligations of the City payable solely from and to the extent of the sources set forth in the Series 2023 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2023 Bonds, or any other instrument, shall be construed as creating a general obligation of the City, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the City or its taxing powers.

Section 7. The Designated Officer and other appropriate officials of the City, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the City any or all additional certificates, documents and other papers (including but not limited to an escrow agreement) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 8. After the Series 2023 Bonds are delivered by the trustee to the Purchaser and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Series 2023 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 9. In accordance with the provisions of the Act, the Issuer has caused the publication of the following “Notice of Public Hearing and Bonds to be Issued” which was (i) published one time in the Daily Herald, a newspaper of general circulation in the Issuer, (ii) posted on the Utah Public Notice Website (<http://pmn.utah.gov>) and (iii) posted on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended, and has caused a copy of this Resolution and the Indenture to be kept on file in the Issuer’s offices, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the date of such publication. The Issuer hereby ratifies the publication by its officers and staff of a “Notice of Public Hearing and Bonds to be Issued” in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), that on December 6, 2022, the City Council (the “Council”) of the City of Pleasant Grove, Utah (the “Issuer”), adopted a resolution (the “Resolution”) authorizing the issuance of the Issuer’s Sales Tax Revenue Bonds, Series 2023 (the “Bonds”), to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer and called a public hearing to receive input from the public with respect to the issuance of the Series 2023 Bonds.

PURPOSE, TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on January 3, 2023, at the hour of 6:00 p.m. at the Pleasant Grove Public Safety Building located at 108 South 100 East, Pleasant Grove, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2023 Bonds and (b) any potential economic impact that the project to be financed with the proceeds of the Series 2023 Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE SERIES 2023 BONDS

The Series 2023 Bonds will be issued for the purpose of (a) financing the acquisition and construction of public improvements, including but not limited to, storm drain and park improvements, and expansion of the cemetery, and all related (collectively, the “Project”), (b) funding a deposit to a debt service reserve fund, if necessary, and (c) paying costs of issuance of the Bonds.

PARAMETERS OF THE BONDS

The Issuer intends to issue the Bonds in the aggregate principal amount of not more than Thirty-Six Million Dollars (\$36,000,000), to mature in not more than twenty-six (26) years from their date or dates, to be sold at a price of not less than ninety-eight percent (98%) of the total principal amount thereof, and to bear interest at a rate or rates not to exceed six percent (6.0%) per annum. The Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution a General Indenture of Trust and a Supplemental Indenture of Trust (together, the “Indenture”), which will be before the Council in substantially final form at the time of the adoption of the Resolution.

EXCISE TAXES PROPOSED TO BE PLEDGED

The Issuer proposes to pledge toward the payment of the Bonds all or any portion of revenues produced by the local sales and use taxes and franchise taxes received by the Issuer.

OUTSTANDING BONDS SECURED BY REVENUES

The Issuer currently has no outstanding bonds secured by the revenues.

OTHER OUTSTANDING BONDS OF THE ISSUER

Information regarding all of the Issuer's outstanding bonds may be found in the Issuer's audited financial report (the "Financial Report") at: <https://reporting.auditor.utah.gov/searchreport>. For additional information more recent than as of the date of the Financial Report please contact Denise Roy, Finance Director (801) 785-5045.

TOTAL ESTIMATED COST

Based on an estimate of the current interest rate and financing plan, the estimated total debt service cost of the Series 2023 Bonds, if held until maturity is \$46,940,842.

A copy of the Resolution and the Indenture will be on file in the office of the City Recorder, 70 South 100 East, Pleasant Grove, Utah, where they may be examined during regular business hours of the City Recorder from 7:30 a.m. to 5:30 p.m., Monday through Thursday and 8:00 a.m. to noon on Friday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture (but only as it relates to the Bonds), or the Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this December 6, 2022.

/s/Kathy Kresser
City Recorder

Section 10. The City hereby reserves the right to opt not to issue the Series 2023 Bonds for any reason.

Section 11. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 12. Upon the issuance of the Series 2023 Bonds, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Series 2023 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 13. The Issuer hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. The Series 2023 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2023 Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed \$36,000,000.

APPROVED AND ADOPTED this December 6, 2022.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

I, Kathy Kresser, the undersigned City Recorder of the City of Pleasant Grove, Utah (the “City”), do hereby certify according to the records of the City Council of the City (the “City Council”) in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on December 6, 2022, including a resolution (the “Resolution”) adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on December 6, 2022.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this December 6, 2022.

(SEAL)

By: _____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Kathy Kresser, the undersigned City Recorder of the City of Pleasant Grove, Utah (the “City”), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the December 6, 2022, public meeting held by the City Council of the City (the “City Council”) as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Daily Herald, either directly or through the newspaper’s subscription to the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2022 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (a) posted on _____, at the principal office of the City Council, (b) provided to at least one newspaper of general circulation within the City on _____, and (c) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this December 6, 2022.

(SEAL)

By: _____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2
ANNUAL MEETING SCHEDULE

(attach Proof of Publication of
Notice of Bonds to be Issued)

EXHIBIT B

FORMS OF INDENTURE

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

City Council Staff Report

December 6, 2022

Item 10D

CONDOMINIUM RESIDENTIAL PLAT

REQUEST	Request for approval of a condominium plat.	
APPLICANT	Historic Main Street Partners LLC	
ADDRESS	67 South Main Street	
ZONE	Downtown Village	
GENERAL PLAN	Historic Downtown District	
STAFF RECOMMENDATION	Approve condominium plat	
ATTACHMENTS	Property Zoning Map	3
	Property Aerial Map	4
	Condominium Plat, pg. 1	5
	Condominium Plat, pg. 2	6
	Site Plan	7
	Elevation Plan	8

Background

The applicant is requesting the approval of a 24-lot condominium plat located at 67 South Main Street.

The site plan was first presented at the Design Review Board meeting on August 16, 2021 and then again on June 20, 2022. The reason for the return to the Design Review Board was because an additional section was included in the site plan, located on the north side of the building. The Board approved of the site plan as it meets the "Turn of the 20th Century" design.

This project was then heard by the planning commission on July 14, 2022, where the applicant submitted designs for a one-lot preliminary subdivision plat, a 24-lot condominium plat, a site plan for the building, a conditional use permit for joint parking, and a conditional use permit to allow mixed use commercial buildings. There was some discussion about the parking requirement; since the planning commission meeting, Staff and the applicant discussed the development agreement that had been created between Pleasant Grove City and Historic Main Street Partnership LLC that covered parking, landscaping, and dumpster enclosures.

The subject property is intended to be a mixed-use building, with approximately 10,000 square feet of retail space and 19 residential units. Five commercial units are located at the street level, each of

which have basements, and 19 residential units are located on floors two through four. Retail has a parking requirement of one space per every 500 square feet within the downtown zone, and residential has a parking requirement of two spaces per unit.

Analysis

Condominium Plat

Where the subdivision plat encompasses the entire lot, the condominium plat, called Historic Street Condominiums Plat B, divides the proposed building into 24 separate units that may be privately owned. 19 of those units are residential units, 5 units for commercial businesses and their basements, and the remaining area is designated as common area. The condominium plat has the same dimensions as the subdivision plat.

The buildings and common areas will be managed by the owner's association for the properties, and the common areas will be jointly owned, which include the parking area, access to the parking lot and building, landscaped area, and any other remaining areas.

Recommendation from Planning Commission

Pleasant Grove City Planning Commission took the following action on the described application at their meeting on July 14, 2022.

12. Public Hearing: Preliminary Condominium Plat – Located at approx. 67 South Main Street (Old Fort Neighborhood)

Public Hearing to consider the request of Historic Main Street Partners LLC for a 25-lot condominium plat, called Historic Main Street Condominiums Plat B on 0.29 acres, approximately located at 67 South Main Street in the Downtown Village – Commercial (DV-C) Zone.

RECOMMEND APPROVAL

Motion: At the Public Hearing, Commissioner Steele moved the Planning Commission forward a recommendation of approval for the request of Historic Main Street Partners LLC for the proposed preliminary condominium plat on property located at approximately 67 South Main Street on property zoned Downtown Village Commercial; and adopting the exhibits, conditions, and findings of the staff report, and as modified by the conditions below:

1. All Final Planning, Engineering, and Fire Department Requirements are met.

Commissioner Martineau seconded the motion.

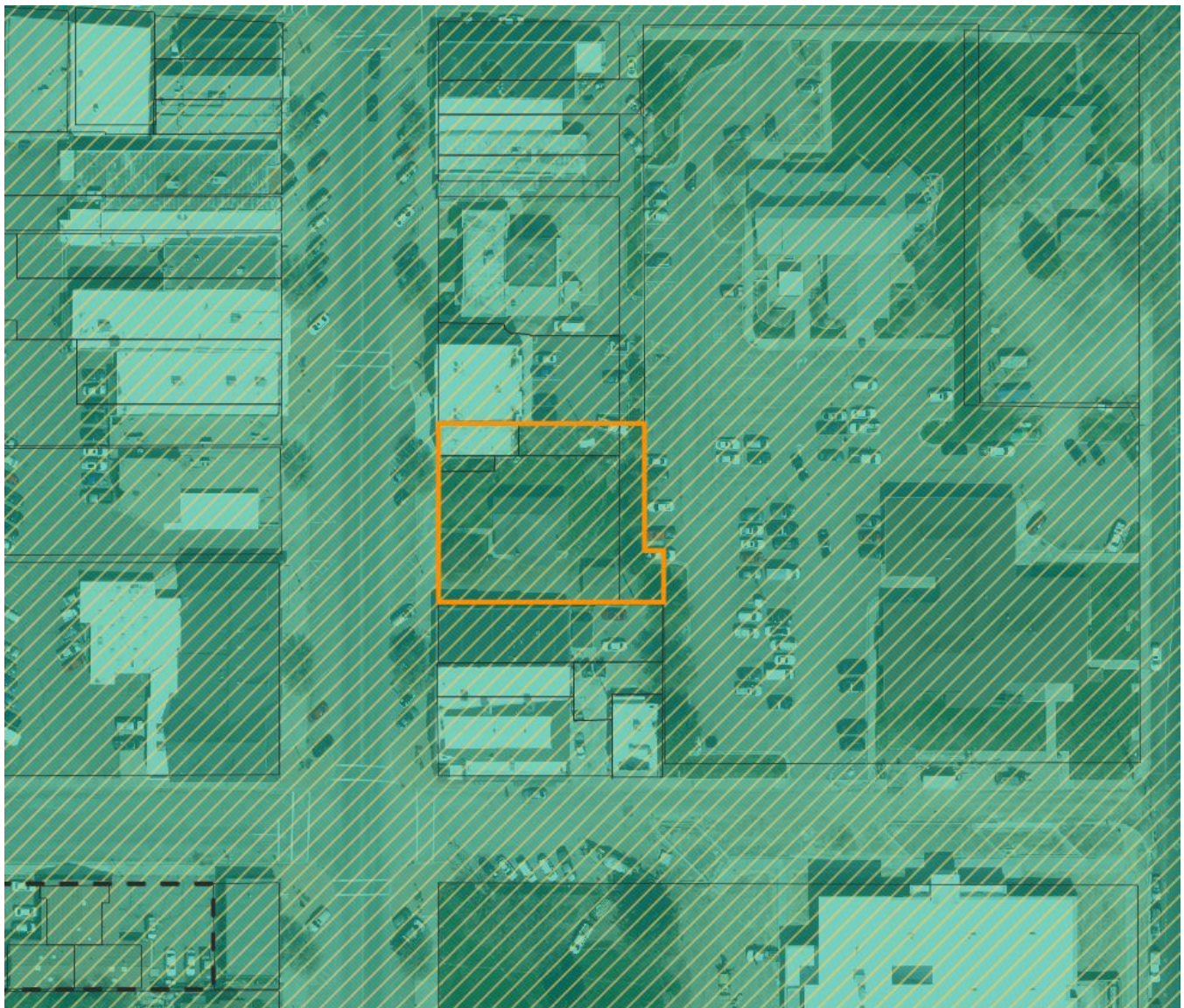
The Commissioners unanimously voted “Aye”. The motion carried.

Motion by: Commissioner Steele

Seconded by: Commissioner Martineau

AYE VOTES: Chair Butler, Martineau, Steele, Fugal, Hargett, Patten

PROPERTY ZONING MAP

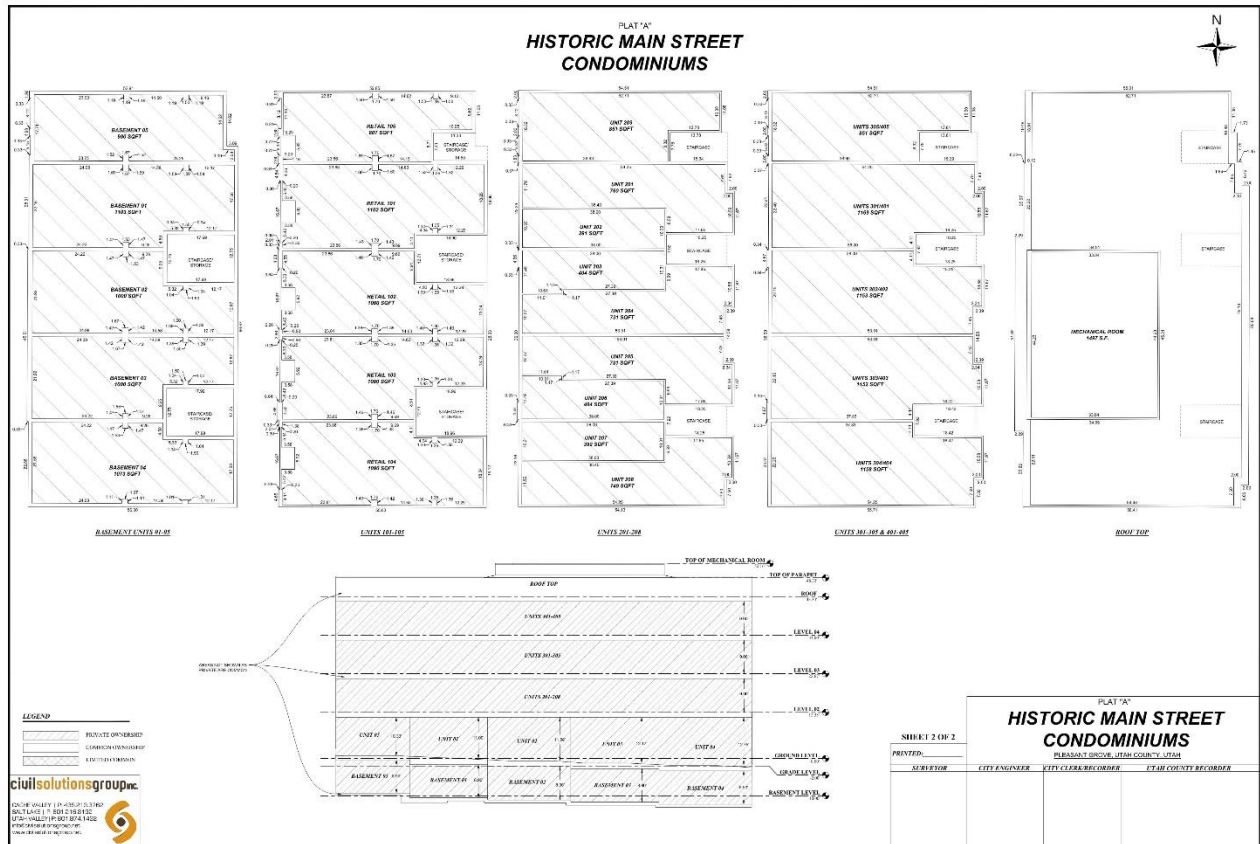


PROPERTY AERIAL MAP

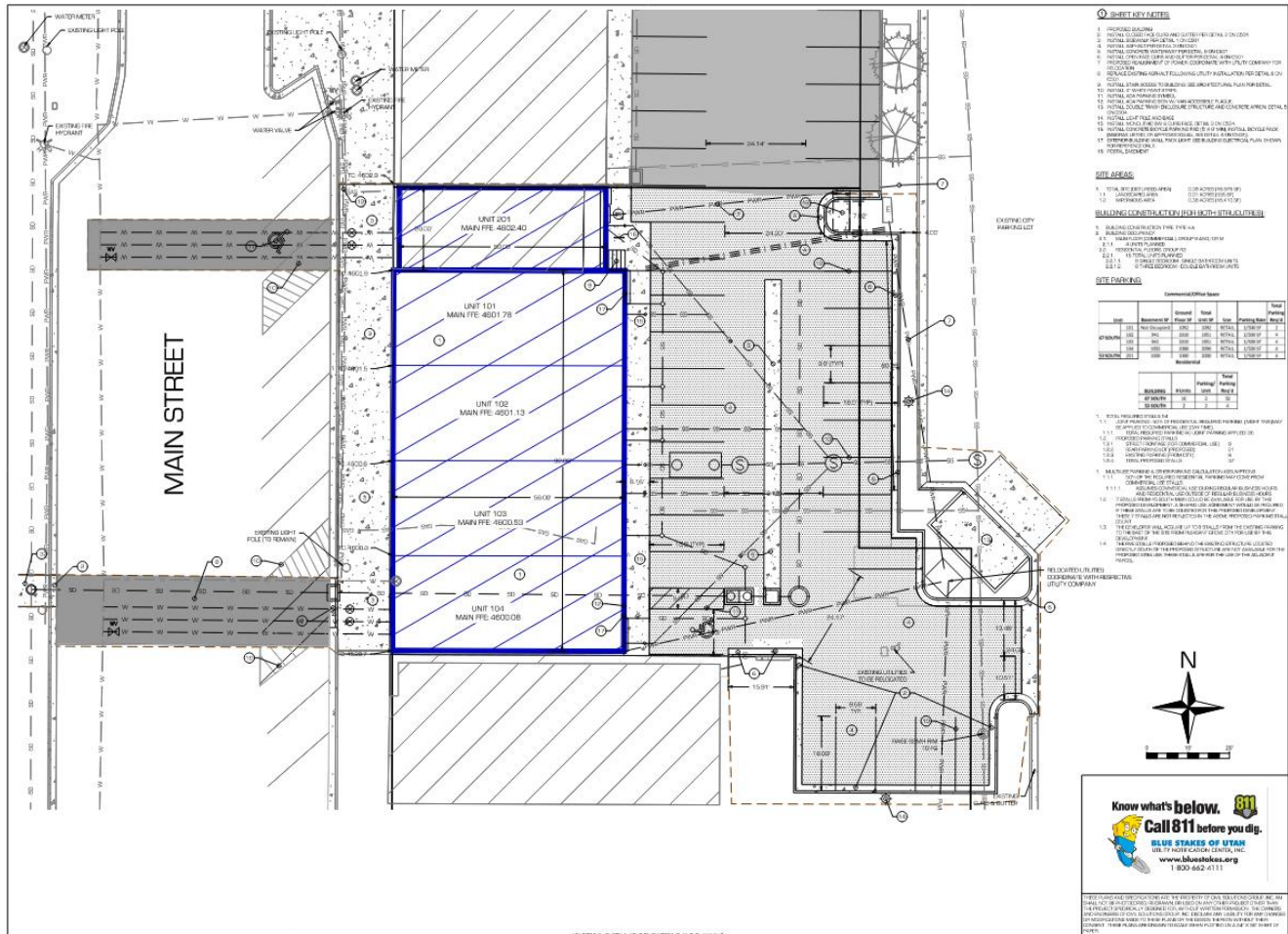


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CONDOMINIUM PLAT, PAGE 2



SITE PLAN



ELEVATION PLAN



RESOLUTION NO. 2022-064

A RESOLUTION INDICATING THE INTENT OF THE CITY COUNCIL OF PLEASANT GROVE, UTAH, TO ADJUST THE COMMON BOUNDARY WITH THE CITY OF AMERICAN FORK, UTAH; AUTHORIZING A PUBLIC HEARING THEREON AND PROVIDING FOR NOTICE OF SAID HEARING. LOCATED AT APPROXIMATELY 1485 E 300 N, AMERICAN FORK, UT OR 1600 WEST 2000 NORTH, PLEASANT GROVE, UT, PARCEL NUMBER 14:018:0067 AND CONSISTING OF .0729 ACRES. AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 10-2-419, Utah Code Annotated, 1953, as amended, establishes a procedure and criteria for the adjustment of the common boundary between adjacent municipalities; and

WHEREAS, Pleasant Grove City and American Fork City have each received a request from the owner of real property situated and contiguous to the boundary between the municipalities to the effect that the owner's property be transferred from the municipality jurisdiction of American Fork City into the City of Pleasant Grove; and

WHEREAS, the proposed boundary adjustment is shown on the Pleasant Grove City Annexation Declaration Map as an area to be annexed into Pleasant Grove; and

WHEREAS, American Fork City has agreed to the boundary adjustment; and

WHEREAS, Pleasant Grove City desires to honor the stated request of the property owners and effectuate an adjustment in the common boundary in accordance with the procedures set forth under state law.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH as follows:

SECTION 1. Pleasant Grove City hereby acknowledges receipt of a written notice from the owners of real property requesting that the respective property be transferred from the municipal jurisdiction of American Fork City to Pleasant Grove City, in accordance with the terms of the State law relating to boundary adjustments (UCA 10-2-419). Property owners of said parcel are Dale McKinley and Jack Arnold Jeppson. The proposed area is located at approximately 1485 E 300 N, American Fork, UT or 1600 West 2000 North, Pleasant Grove, UT, Parcel Number 14:018:0067 and consisting of .0729 acres. A copy of the request signed by the owner of the parcels requesting the adjustment is set forth on Exhibit "A." Further, a map showing the location of the parcel included within the proposed adjustment area and the boundary description of the proposed adjustment area is set forth on Exhibit "B," and a map of the Pleasant Grove City Annexation Declaration Plan is set forth on Exhibit "C," which are attached hereto and by this reference made part of this Resolution.

SECTION 2. The City Council of Pleasant Grove hereby indicates its desire and intent to adjust the common boundary with the American Fork City in the location set forth on Exhibit "B."

SECTION 3. The City Council hereby authorizes a public hearing on the proposed boundary adjustment and instructs the City Recorder to give public notice thereon, in accordance with the provisions of state law.

SECTION 4. The provisions of this Resolution shall take effect upon its passage as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH, this 6th day of December 2022.

Guy L. Fugal Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____

Second: Council Member _____

<u>ROLL CALL</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
Mayor Guy L. Fugal	_____	_____	_____
Dianna Andersen	_____	_____	_____
Brent Bullock	_____	_____	_____
Eric Jensen	_____	_____	_____
Cyd LeMone	_____	_____	_____
Todd Williams	_____	_____	_____

Exhibit A

REQUEST TO INITIATE AN ADJUSTMENT OF A COMMON MUNICIPAL BOUNDARY

Date: 11/7/2022 | 9:58 PM PST

In accordance with the authorization of Section 10-2-419, Utah Code Annotated, we the undersigned, by virtue of our signatures affixed hereto, do hereby request Pleasant Grove City, Utah to initiate the proceedings to adjust the common municipal boundary between the City of American Fork and Pleasant Grove City to the effect that the parcel(s) identified on the attached, accurate and recordable map, prepared by a licensed surveyor, be transferred into the municipal jurisdiction of Pleasant Grove City.

Fee: \$625 + \$10 per acre \$632.00

Property Tax ID No.	Name(s) of Owners	Address	Phone Number	Signatures of Owner(s)
14-018-0067	The Dale Jeppson Estate	1485 E 300 N Pleasant Grove, UT	2083089192	DocuSigned by: <i>Carol Carter</i> 2500E697628D483...

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Utah County Parcel Map 1485 E 300 N Pleasant Grove

This cadastral map is generated from Utah County Recorder data. It is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations with an actual survey

Date: 11/22/2022



SINGLE EVENT PERMIT

Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission to issue an event permit to an organization for the purposes of storage, sale, offer for sale, furnish, or allow the consumption of an alcoholic product on the event premises. **Authority:** Utah Code 32B-9-201

Pleasant Grove, ☒ City ☐ Town ☐ County
Local business license authority

hereby grants its consent to the issuance of a temporary single event permit license to:

Applicant Entity/Organization: Evermore Park LLC

Event Name: New Years Party

Event location address: 382 S Evermore Lane Pleasant Grove UTAH 84062
Street city state zip

On the 30th & 31st day(s) of December, 2022
dates month year

during the hours of 7pm - 12am, pursuant to the provision of Utah Code 32B-9 for
define hours from and to

the sale of (Check all that apply): ☒ Beer ☐ Heavy Beer ☒ Wine ☐ Flavored Malt Beverages ☐ Liquor

We are recommending this entity as conducting a civic or community enterprise* ☐ Yes ☒ No

☐ NOT providing a recommendation

***As Part of local consent required by 32B-9-201 (1) (c), the locality may provide a recommendation as to whether the entity is conducting a civic or community enterprise.** A civic or community enterprise means a function that is in the nature of a temporary special event such as a social, business, religious, political, governmental, educational, recreational, cultural, charitable, athletic, theatrical, scholastic, artistic, or scientific event. A "civic or community enterprise" generally is a gathering that brings members of a community together for the common good. Single event permits may not be issued to or obtained by an entity or organization for the purpose of avoiding or attempting to avoid the requirement of state retail alcohol licensing.

Alex Edwards

Authorized Signature

Alex Edwards / VP

Name/Title

11/22/2022

Date

ORDINANCE No. 2022-27

AN ORDINANCE SETTING THE TIME AND PLACE OF THE REGULAR MEETINGS OF THE CITY COUNCIL, BOARDS, COMMISSIONS AND COMMITTEE MEETINGS OF PLEASANT GROVE CITY FOR THE YEAR 2023 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, §10-3-502 UCA requires that the time and place of City Council meetings and other Board, Commission and Committee meetings be set by ordinance; and

WHEREAS, § 52-4-202 UCA requires the City to adopt and give notice of its annual meeting schedule.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLEASANT GROVE:

SECTION 1: The meetings of the Pleasant Grove City Council, Boards, Commissions and Committee meetings for the year 2023 shall be held according to the attached schedule (Exhibit “A”).

SECTION 2: This ordinance shall take effect immediately upon its passage and shall be posted or published as required by law.

SECTION 3. APPROVED AND ADOPTED AND MADE EFFECTIVE by the City Council or Pleasant Grove City, State of Utah, on this 6th day of December, 2022.

Guy L. Fugal, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____
Second: Council Member _____

ROLL CALL	Yes	No	Absent
Mayor Guy L. Fugal	_____	_____	_____
Dianna Andersen	_____	_____	_____
Brent Bullock	_____	_____	_____
Eric Jensen	_____	_____	_____
Cyd LeMone	_____	_____	_____
Todd Williams	_____	_____	_____

CERTIFICATE OF POSTING ORDINANCE
Pleasant Grove City Corporation

I, the duly appointed recorder for the City of Pleasant Grove, hereby certify that copies of the foregoing Ordinance No. _____ was posted in the Daily Herald Newspaper on this ____ day of _____, 2022.

Dated this _____ day of _____, 2022.

Kathy T. Kresser, MMC, City Recorder



NOTICE OF PLEASANT GROVE CITY PUBLIC MEETING SCHEDULE 2023

Arts Commission Meetings:

Pleasant Grove City hereby gives notice that the Arts Commission will hold its meetings the fourth Thursday of each month, as needed. The meetings will start at 7:00 p.m. in the Community Center 547 S. Locust Pleasant Grove, Utah. A meeting will not be held in December.

Beautification Commission Meetings:

Pleasant Grove City hereby gives notice that the Beautification Commission will hold its meetings the second Thursday of each month, as needed. The meetings will start 6:00 p.m. in the City Hall downstairs conference room, 108 S 100 E, Pleasant Grove, Utah. A meeting will not be held in July and December.

City Council and Work Session meetings:

Pleasant Grove City hereby gives notice that the City Council will hold its regular meetings on the first and third Tuesday of the month at 6:00 p.m. (unless otherwise noticed). Work Sessions will be held on the first and third Tuesday of the month starting at 4:30 p.m. in the Community Room, 108 S 100 E, Pleasant Grove, Utah.

Jan 3rd	May 16th	Oct 3rd
Jan 17th	June 6th	Oct 17th
Feb 7th	June 20th	Nov 21st
Feb 21st	July 18th	Dec 5th
March 7th	Aug 1st	
March 21st	Aug 16th	
April 11th	Sept 5th	
May 2nd	Sept 19th	

Design Review Board (DRB) Meetings:

Pleasant Grove City hereby gives notice that the Design Review Board of Pleasant Grove will hold meetings, as needed. These meetings will be held in the Community Room 108 S 100 E, Pleasant Grove, Utah. Contact Community Development to get on the agenda. 801-785-6057.

Development Review Committee (DRC) Meeting:

Pleasant Grove City hereby gives notice that the Development Review Committee of Pleasant Grove will hold meetings on Wednesday at 10:30 a.m. as needed. Contact Community Development to get on the agenda. 801-785-6057.

Historical Preservation Committee Meetings:

Pleasant Grove City hereby gives notice that the Pleasant Grove Historical Committee will hold its meeting as needed. These meeting will be held in the Community Room 108 East, Pleasant Grove, Utah starting at 7:00 p.m.

Land Use Hearing Authority:

Pleasant Grove City hereby gives notice that the Land Use Hearing Authority meeting will be held as needed. The meetings will be held in the Community Room, 108 S 100 E, Pleasant Grove, Utah. Contact Community Development to get on the agenda. 801-785-6057.

Library Board Meetings:

Pleasant Grove City hereby gives notice that the Library Board will hold its meetings the first Thursday of each month except for December. The meetings will at the Library 30 E Center, starting at 7:00 p.m. Persons desiring to be on the agenda should contact Librarian Sheri Britsch, 801-785-3950.

Metropolitan Water District of Pleasant Grove Meetings:

Pleasant Grove City hereby gives notice that the Metropolitan Water District of Pleasant Grove will hold meetings, as needed. These meetings will be held in the Community Room, 108 S. 100 E., Pleasant Grove, Utah at 5:00 p.m.

Local Building Authority Meetings:

Pleasant Grove City hereby gives notice that the Local Building Authority meetings will be held on the first and third Tuesdays of each month, as needed. The Municipal Building Authority meeting is held in the Community Room 108 South 100 East, Pleasant Grove, Utah. Contact should be made with the City Administrator Scott Darrington to be placed on the agenda, 801-785-5045.

Planning Commission Meetings:

Pleasant Grove City hereby gives notice that the Planning Commission will hold regular meetings on the second and fourth Thursday of each month, starting at 7:00 p.m. in the Community Room 108 S 100 E, Pleasant Grove, Utah. Meetings will be preceded by a work session at 6:00 p.m. Contact should be made with the Community Development Dept. to be placed on the agenda, 801-785-6057.

Jan 12th	May 11th	Sept 14th
Jan 26th	May 25th	Sept 28th
Feb 9th	June 8th	Oct 12th
Feb 23rd	June 22nd	Oct 26th
March 9th	July 13th	Nov 9th
March 23rd	July 27th	Dec 14th
April 13th	Aug 10th	
April 27th	Aug 24th	

Redevelopment Agency Meetings:

Pleasant Grove City hereby gives notice that the Redevelopment Agency will hold meetings on the first and third Tuesdays of each month, as needed. The Redevelopment Agency Meeting is held in the Community Room 108 S 100 E, Grove, Utah. Contact should be made with the City Administrator Scott Darrington to be placed on the agenda, 801-785-5045.

Agendas for the public meetings will be posted in three public places within the Pleasant Grove City limits and on the State and City Website. Inquiries about agendas contact the City Recorder at 801-785-5045.

CERTIFICATE OF POSTING

I certify that the above notice was posted in three public places within the Pleasant Grove City limits on December 29, 2022. Posted at City Hall, Library, Community Room 108 S 100 E and on the State (<http://pmn.utah.gov>) and City's Website (www.plgrove.org)

/s/ Kathy T. Kresser, City Recorder, MMC

******Please leave posted until Dec. 31, 2023**

December 1, 2022

Deon Giles, Parks Director
Pleasant Grove City
323 West 700 South
Pleasant Grove, Utah 84062

SUBJECT: Old Cemetery Irrigation Project Bid Award Recommendation

Dear Deon:

Attached is the bid tabulation for the Old Cemetery Irrigation Project. The low bidder was Great Western Landscape with a total Bid price of \$939,700.00 which was \$322,720.00 (52%) over the engineers estimate. There were a total of three bidders on the project with an average Bid price of \$1,178,966.67.

We recommend the project be awarded to Great Western Landscape. We have checked their license, bonding, and references and have found everything in order.

Attached is a copy of the Notice of Award if the City so chooses to award this project to Great Western Landscape.

Sincerely,

Zachary Scott
Project Designer, Horrocks
P: 435-659-4771 | E: zach.scott@horrocks.com



DOCUMENT 003600

NOTICE OF AWARD

To: _ Great Western Landscape
3706 W 500 South
Salt Lake City, UT 84104

PROJECT Description: Pleasant Grove City – **Old Cemetery Irrigation**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated November 4, 2022, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$939,700.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this _____ day of _____, 2022.

Pleasant Grove City
Owner

ACCEPTANCE OF NOTICE

By _____

Receipt of the above NOTICE OF
AWARD is hereby acknowledged

Title Mayor

By _____

this the _____ day of _____, 2022.

By _____

Title _____

Project Manager: John Schiess
Project Engineer: Zach Scott

Contractors
Great Western Landscape
J. Lyne Roberts & Sons, Inc
S&L Inc.

Bid
\$939,700.00
\$1,158,700.00
\$1,438,500.00

For: Old Cemetery Irrigation
Deon Giles
1511 N 100 E
Pleasant Grove City

\$1,178,966.67
\$616,980.00
-48%

Engineer's Estimate

Bidder 2
J. Lyne Roberts & Sons, Inc

Average

TOTAL BID - OLD CEMETERY IRRIGATION	\$616,980.00	\$939,700.00	\$1,158,700.00 *	\$1,438,500.00 *	\$1,178,966.67
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Average

I hereby certify that this is a true and correct Bid Tabulation for the
Old Cemetery Irrigation


Zach Scott

RESOLUTION NO. 2022-065

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH EPIC ENGINEERING, PC, FOR GENERAL ENGINEERING SERVICES ON A TASK PROJECT BASIS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pleasant Grove City is a political subdivision of the State of Utah (the “State”) and is duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, the City has established that there is a need to engage general professional engineering services for various projects from time to time; and

WHEREAS, City is not able to provide these services in house to the level of expertise required; and

WHEREAS, Epic Engineering, PC, is a Utah corporation, properly qualified and duly licensed in the State of Utah that provides engineering and other technical services to municipalities; and

WHEREAS, the City finds it necessary to engage professional services to assist in the process of designing, constructing, and maintaining is municipal infrastructure; and

WHEREAS, said professional services are to be performed on a Task Project and Task Order basis; and

WHEREAS, the City Council finds it to be in the best interests of the citizens of Pleasant Grove City to retain Epic Engineering, to provide said services; and

WHEREAS, the Council finds that the proposed Service Agreement comports with state law and adequately addresses the City’s needs for services at this time; and

WHEREAS, on December 6, 2022, the Municipal Council held a duly noticed public meeting wherein they considered the facts regarding this matter; and

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds the Engineering Services Agreement with Epic Engineering, PC, attached hereto as Exhibit “A” reasonably furthers the health, safety, and general welfare of the citizens of Pleasant Grove City.

NOW, THEREFORE, be it resolved by the Pleasant Grove City Council as follows:

SECTION 1

1. The Mayor of Pleasant Grove City is hereby authorized to sign the Engineering Services Agreement with Epic Engineering.
2. This resolution is effective immediately.

SECTION 2

THIS RESOLUTION APPROVED AND ADOPTED this 6th day of December, 2022 by the City Council of Pleasant Grove City, Utah.

Guy L. Fugal, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____

Second: Council Member _____

<u>ROLL CALL</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
Mayor Guy L. Fugal	_____	_____	_____
Dianna Andersen	_____	_____	_____
Brent Bullock	_____	_____	_____
Eric Jensen	_____	_____	_____
Cyd LeMone	_____	_____	_____
Todd Williams	_____	_____	_____



SERVICE AGREEMENT

THIS ENGINEERING SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is entered into in duplicate effective for all purposes and in all respects as of the November 30, 2022 by and between EPIC ENGINEERING, PC, a Utah Professional Corporation, with its principal place of business located at 50 East 100 South, Heber City, Utah 84032 (herein after referred to as "Engineer"); and PLEASANT GROVE CITY PUBLIC WORKS with a principal place of business at 323 West 700 South, Pleasant Grove, UT 84062 (herein after referred to as "Client/Owner").

RECITALS

WHEREAS, Engineer is engaged in the business and profession of professional engineering.

WHEREAS, Client/Owner may desire to solicit pricing for contracts with Engineer for certain professional and technical Engineering Services with relation to general professional engineering services on more than one project, each project scope of services and payment of services being separately identified and agreed to as "Project Task Orders".

WHEREAS, Engineer has the necessary expertise and experience to perform the said professional engineering services for Client/Owner, and Engineer is properly qualified and licensed in the State of Utah.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be legally bound, hereby agree as follows:

AGREEMENT

1. **Professional Engineering Services.** Client may issue Project Task Order(s) to Engineer in the sample form attached to this Agreement as Exhibit "A". Subject to the terms of this Agreement, Engineer shall render to Client/Owner professional and technical engineering services set forth in Project Task Order(s) accepted by Engineer (the "Services"). In conjunction therewith, Client/Owner shall provide Engineer with all necessary information and documentation for Engineer to perform the services.
2. **Compensation.** Client/Owner shall pay the Engineer for Services rendered according to the task order and fee structure when a Task Order is negotiated and approved. These forms will be signed and approved by the Client/Owner and Engineer and will be subject to the terms and conditions of this Service Agreement. The Engineer shall proceed as directed by the owner and shall be paid hourly or as approved by task order. The scope, schedule, and cost of such work shall be set forth by the task order and may be amended from time to time by mutual agreement of both parties. The Owner/Client acknowledges that all work performed by the Engineer should be contained within the scope of a task order. At times, Client/Owner circumstances may require the Engineer to respond to verbal direction and tasks from the Client/Owner or his representative that will require work to be performed without a written specific task order. Under these circumstances, the owner will pay for these services at the Engineer's then current Fee Schedule
- 3.

4. **Independent Contractor Status.** It is understood and agreed that Engineer enters this Agreement as, and intends to continue to be, an independent contractor. None of the provisions of this Agreement will be interpreted or deemed to create any relationship between such parties other than that of independent contractors. Nothing contained in the Agreement will be construed to create a relationship of employer and employee, master and servant, principal and agent, or partners or co-venturers between Client/Owner and Engineer, between Client/Owner and any employee of Engineer, or between Engineer and any employee of Client/Owner. Each party agrees that they do not have authority to sign contracts, notes, or obligations, or to make, purchase, acquire, or dispose of any property for or on behalf of the other party, and each party shall only have authority to perform those services specifically described herein.
5. **Limitation of Liability.** Engineer maintains professional liability insurance to protect the Client/Owner from any negligent acts, errors, or omissions on the part of Engineer.
6. **HOLD HARMLESS/INDEMNIFICATION.** Contractor agrees to indemnify and hold the City, its officers, agents, officials, and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the Contractor, the City or their respective officers, officials, agents, or employees, or any person or persons.
7. **INSURANCE.** The Contractor shall maintain at its own expense, workers compensation, comprehensive general liability, automobile liability, and professional liability insurance policies with limits at a minimum of one million (\$1,000,000.00) dollars or at or above that which is reasonably required in the industry and will, upon request furnish certificates of insurance to City.
8. **Ownership.** All tracings, survey notes, electronic files, methods, developments, know-how, inventions, and/or improvements, whether or not patentable or subject to copyright protection, other documents, as instruments of service, and all related materials that are developed by Engineer in connection with the performance of the Services, are and shall remain the property of Engineer, except where these documents are required by law to become public property. Client/Owner shall have access and full use to said documents at the time service is rendered. Client/Owner agrees to hold harmless, indemnify, and defend Engineer, its consultants, agents, and employees against all damages, claims, expenses, and losses arising out of any re-use of the plans and specifications without the written authorization of Engineer.
9. **Term of Agreement.** Subject to the provisions for termination contained herein, this Agreement and the association hereunder shall commence on the effective date hereof and shall continue indefinitely. Upon the termination of this Agreement, this Agreement may be renewed upon such terms and conditions as mutually agreed to by the Engineer and Client/Owner.
10. **Termination.** Either party may terminate this Agreement at any time and for any reason or no cause by giving the other party a thirty (30) day written notice in accordance with the notice provisions set forth herein. In the event of termination, Engineer shall be paid for all Services, including all costs and expenses, rendered to the date of termination. Engineer shall return all Client/Owner materials to Client/Owner.
11. **Rights and Remedies.** The rights and remedies of any of the parties hereto shall not be exclusive. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provisions hereof, it being the intention of

this Paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as to law or otherwise.

12. **General Provisions.**

- A. **Costs and Expenses of Enforcement.** In the event of the failure of either party to comply with any provisions of this Agreement, the defaulting party shall pay any and all costs and expenses, including reasonable attorney's fees arising out of or resulting from such default (including any incurred in connection with any appeal), incurred by the injured party in enforcing its rights and remedies, whether such right or remedy is pursued by filing a lawsuit or otherwise.
- B. **Severability.** In the event that any condition, covenant, or provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- C. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties and supersedes all prior agreements, whether written or verbal. No promises, representations, warranty, or covenant not included in this Agreement has been or is relied upon by the parties to this Agreement.
- D. **Covenants and Conditions.** Each provision of this Agreement performable by either party shall be deemed to be both a covenant and a condition.
- E. **Assignment.** This Agreement shall be binding to the benefit of the parties and their respective heirs, personal representatives, successors, legal representatives, and assigns; provided that this provision shall not be construed as permitting assignment, substitution, delegation, or other transfer of rights or obligations by each party without the prior written consent of the other party.
- F. **Headings.** The headings to the various Sections and Paragraphs of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.
- G. **Notices.** All notices given under any of the provisions of this Agreement must be in writing and shall be deemed to have been given by either registered or certified mail, return receipt requested, postage prepaid, addressed to the party or person intended as follows:

"Engineer"

Epic Engineering, PC
50 East 100 South
Heber City, Utah 84032
Tel: (435) 654-6600
Fax: (435) 654-6622

"Client/Owner"

Pleasant Grove City Public Works
323 West 700 South
Pleasant Grove, UT 84062
(801) 785-2941
Nwinterton@pgcity.org

Any party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party, officer, or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

- H. **Time.** Time is of the essence of each term, provision, condition, and covenant of this Agreement.
- I. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- J. **Gender and Number.** The singular number includes the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, sole proprietor, or other legal entity when the context so requires. The word "person" means person or persons or other entity or entities or any combination of persons and entities.
- K. **Governing Law, Dispute Resolution, Jurisdiction, and Venue.** The laws of the State of Utah will govern the validity, performance, and the enforcement of this Agreement. Any controversy or claim arising out of or relating to this Agreement will be settled in the following manner: (a) senior executives representing each of Engineer and Client/Owner will meet to discuss and attempt to resolve the controversy or claim in good faith; (b) if the controversy or claim is not resolved as contemplated by clause (a), Engineer and Client/Owner will, by mutual consent and in good faith, select an independent third party to mediate such controversy or claim, provided that such mediation will not be binding upon any of the parties; and (c) if such controversy or claim is not resolved as contemplated by clauses (a) or (b), the parties will have such rights and remedies as are available under this Agreement or, if and to the extent not provided for in this Agreement, are otherwise available. Jurisdiction and venue for the enforcement of this Agreement shall be found exclusively in the courts of Wasatch County, State of Utah, each of the parties irrevocably submits to the exclusive jurisdiction of each such courts in any proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court.
- L. **Waiver.** Unless otherwise indicated herein, failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach of any other covenant, agreement, term, or condition. Any party, by notice delivered in the manner provided in this Agreement, may, but shall be under no obligation to waive any of its rights and any conditions to its obligation hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every covenant, agreement, term, and condition shall continue in full force with respect to any other then existing or subsequently occurring breach. To be effective a waiver must be signed by both parties hereto.
- M. **Modification and Amendment.** This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- N. **Costs and Expenses.** In addition to the compensation to Engineer, the Engineer from time to time, may be required to advance funds and pay costs and expenses on behalf of Client/Owner. Engineer shall not be liable for the costs, expenses, or funds so advanced in Client/Owner's behalf. Engineer shall be entitled to reimbursement for the same by

Client/Owner upon billing with Client/Owner's approval. The costs and expenses may include, but are not limited to, all out-of-pocket costs, long-distance telephone charges, fax charges, copying charges, and travel expenses.

1. **Payment of Services, Costs, and Expenses.** Client/Owner shall pay Engineer each month, within forty-five (45) days of the billing date, for all services, costs, and expenses billed to Client/Owner by Engineer. Client/Owner consents to Engineer's withdrawal and immediate termination of this Agreement should the account become delinquent.
2. **Interest Charges.** Client/Owner further agrees to pay interest at the rate of one and one-half percent (1½%) interest per month on any and all unpaid balances of services, costs, and expenses, if such amounts are not paid in full within thirty (30) days of the billing date.
3. **Default and Remedies.** Failure of Client/Owner to make payment when due, or to observe or perform any of the terms hereunder, shall be considered a default and breach. In the event of default, the entire outstanding amount due hereunder shall be immediately due and payable by Client/Owner to Engineer. Furthermore, in the event of default, Engineer may pursue any and all remedies available at law or in equity.
4. **Costs and Attorney Fees.** In the event of default, Client/Owner shall pay any and all costs of collection, including attorney's fees, legal expenses, and other lawful collection costs, in addition to all other sums due hereunder, which are incurred by Engineer in collecting the indebtedness due hereunder whether with or without lawsuit.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date and year set forth above.

"Engineer"

"Client/Owner"

**Epic Engineering, PC
A Utah Professional Corporation**

Pleasant Grove City Public Works

By: 
Korey Walker

By: _____
Authorized Signer:

Principal

Title:

Date: 11-30-22

Date: _____


Epic Initials

Client's Initials

EXHIBIT "A"

PROJECT TASK ORDER NO. _____

(Client Name) requests EPIC ENGINEERING, PC to perform civil engineering services under the terms of the existing general engineering services agreement on this the _____ (Day) day of _____ (Month) _____ (year) for the following scope of work:

The end results or product associated with this scope of work will include the following (if applicable):

The proposed scope of work will be completed within _____ business days (if applicable) after Epic Engineering P.C. has received this signed contract.

Engineering fees associated with the work will (check one):

- ☐ A) be performed for a lump sum of \$ _____,
- ☐ B) be billed at an hourly rate, as set forth in attached Fee Schedule, not to exceed without written consent \$ _____, or
- ☐ C) be performed at the existing hourly rate as set forth in attached Fee Schedule.

IN WITNESS WHEREOF, the parties have executed this Project Task Order effective the date and year set forth above.

Date: _____

Date: _____

RESOLUTION NO. 2022-066

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO ENTER INTO A LEASE-PURCHASE AGREEMENT WITH US BANK, FOR THE PURPOSE OF ACQUIRING PUBLIC SAFETY VEHICLES, COMPUTERS AND FITNESS EQUIPMENT; AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pleasant Grove City is a political subdivision of the State of Utah (the “State”) and is duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, pursuant to applicable law, the governing body of Pleasant Grove City (“Governing Body”) is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of Pleasant Grove City; and

WHEREAS, the governing body of Pleasant Grove City (“Lessee”) desires to obtain public safety vehicles, computers and fitness equipment through the execution of a lease-purchase agreement with (“Lessor”), the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS, the City Council (the “Governing Body”) of Pleasant Grove City (the “Lessee”) has determined that the leasing of the property described in the Lease/Purchase Agreement (the “Lease/Purchase Agreement”) presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

WHEREAS, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

WHEREAS, the funds made available under the Lease will be applied to the acquisition of the Equipment in accordance with such Lease; and

WHEREAS, Lessee proposes to enter into the Lease with Lessor substantially in the form presented in this meeting; and

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease-Purchase Agreement (“Lease”) for the purpose of acquiring public safety vehicles, computers and fitness equipment to be more particularly described in the Lease is appropriate and necessary to the functions and operation of Pleasant Grove City.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of Pleasant Grove City, Utah County, State of Utah, as follows:

SECTION 1. The Lease and the acquisition and financing of the Equipment under the terms and conditions as described in the Lease are hereby approved. The Mayor of the Lessee and any other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Lease with any changes, insertions and omissions therein as may be approved by the officers who execute the Lease, such approval to be conclusively evidenced by such execution and delivery of the Lease. The Recorder of the Lessee and any other officer of Lessee who shall have power to do so and each of them hereby is, authorized to affix the official seal of Lessee to the Lease and attest the same.

SECTION 2. It is hereby found and determined that the terms of the Lease in the form presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

SECTION 3. Pleasant Grove City's obligation under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and Pleasant Grove City obligations under the Leases shall not constitute general obligations of Pleasant Grove City or indebtedness under the Constitution or laws of the State.

SECTION 4. The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits, and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Lease.

SECTION 5 This Resolution shall take effect immediately upon its adoption and approval.

The undersigned Recorder/Clerk of Pleasant Grove City hereby certifies and attests that the undersigned has access to the official records of the Governing Body of Pleasant Grove City, that the foregoing Resolutions were duly adopted by said Governing Body of Pleasant Grove City at a meeting of said Governing Body and that such Resolutions have not been amended or altered and are in full force and effected on the date stated below.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH,
this 6th day of December, 2022.

Guy L. Fugal, Mayor

ATTEST:

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____
Second: Council Member _____

<u>ROLL CALL</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
Mayor Guy L. Fugal	_____	_____	_____
Dianna Andersen	_____	_____	_____
Brent Bullock	_____	_____	_____
Eric Jensen	_____	_____	_____
Cyd LeMone	_____	_____	_____
Todd Williams	_____	_____	_____

RESOLUTION NO. 2022-067

RESOLUTION OF THE PLEASANT GROVE CITY COUNCIL OF PLEASANT GROVE CITY, UTAH COUNTY, UTAH DECLARING ITS INTENTION TO REIMBURSE ITSELF FROM THE PROCEEDS OF ONE OR MORE TAX-EXEMPT FINANCINGS FOR CERTAIN EXPENDITURES MADE AND/OR TO BE MADE IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN CAPITAL IMPROVEMENTS i.e. POLICE VEHICLES, TECHNOLOGY AND RECREATION EQUIPMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pleasant Grove City (the “Issuer”) is a political subdivision organized and existing under the laws of the state of Utah; and

WHEREAS, the Issuer has paid, beginning no earlier than November 4, 2021 and will pay, on and after the date hereof, certain expenditures (the “Expenditures”) in connection with the capital project (the “Project”), as more fully described in Appendix A attached hereto; and

WHEREAS, the Pleasant Grove City Council of the Issuer (the “Council”) has determined that the money previously advanced no more than 60 days prior to the date of the approval of the Master Lease/Purchase Agreement (December 6, 2022) and to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Issuer for the Expenditures from the proceeds of one or more issues of tax-exempt obligations (the "Obligations");

NOW, THEREFORE, BE IT RESOLVED BY THE PLEASANT GROVE CITY COUNCIL AS FOLLOWS:

Section 1. The Board hereby declares the Issuer’s intent to reimburse the Issuer with the proceeds of the Obligations for the Expenditures with respect to the Project made on and after October 6, 2022, which date is no more than 60 days prior to the date the Master Lease/Purchase Agreement was approved. The Issuer reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Obligations.

Section 2. Each Expenditure [was and] will be (a) of a type properly chargeable to capital account under general federal income tax principles (determined in each case as of the date of the Expenditure) and (b) complies with all applicable regulations in the Utah State Fiscal Procedures Act.

Section 3. The maximum cost of the Project is expected to be \$ 376,840.00.

Section 4. The Issuer will make a reimbursement allocation, which is a written allocation by the Issuer that evidences the Issuer’s use of proceeds of the Obligations to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which

the Expenditure is paid. The Division recognizes that exceptions are available for certain “preliminary expenditures,” costs of issuance, certain de minimis amounts, expenditures by “small issuers” (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least 5 years.

Section 5. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 6th day of December, 2022

Guy L. Fugal, Mayor

Attested to:

Kathy T. Kresser, MMC
City Recorder

APPENDIX A

DESCRIPTION OF PROJECT

Police Vehicles
VIN to be determine
Technology
Recreation equipment

Motion: Council Member _____

Second: Council Member _____

<u>ROLL CALL</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
Mayor Guy L. Fugal	_____	_____	_____
Dianna Andersen	_____	_____	_____
Brent Bullock	_____	_____	_____
Eric Jensen	_____	_____	_____
Cyd LeMone	_____	_____	_____
Todd Williams	_____	_____	_____

DOCUMENT CHECKLIST

**PLEASE SCAN ALL OF THE DOCUMENT TO EF.DOCS.GLF@USBANK.COM
PRIOR TO SENDING ORIGINALS TO ADDRESS BELOW**

PLEASE EXECUTE ONE (1) ORIGINAL SET OF ALL DOCUMENTS
(NO FRONT & BACK COPIES, PLEASE)

RETURN ALL ORIGINALS TO:

U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
KEVIN JARAMILLO
13010 SW 68TH PARKWAY, SUITE 100
PORTLAND, OR 97223
303-585-4079

- ☐ **Property Schedule No. 4** - This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- ☐ **Property Description and Payment Schedule – Exhibit 1**
- ☐ **Lessee’s Counsel’s Opinion – Exhibit 2.** This exhibit will need to be executed by your attorney, dated and placed on their letterhead. Your attorney will likely want to review the agreement prior to executing this opinion.
- ☐ **Lessee’s General and Incumbency Certificate – Exhibit 3.** Include in your return package a copy of the board minutes or resolution for our files.
- ☐ **Payment of Proceeds Instructions – Exhibit 4.** Intentionally Omitted.
- ☐ **Acceptance Certificate – Exhibit 5.** Intentionally Omitted.
- ☐ **Bank Qualification and Arbitrage Rebate – Exhibit 6.**
- ☐ **Notification of Tax Treatment –** Please provide your State of Sales/Use tax Exemption Certificate.
- ☐ **Form 8038-G** – Blank form and instructions provided to Lessee. Please consult your CPA, local legal or bond counsel to fill out. Please provide a copy for closing and mail the original to the IRS at the following address (pre-paid UPS label will be provided upon request):

Internal Revenue Service Center
Department of Treasury
1973 Rulon White Blvd
Ogden, UT 84201-1000
- ☐ **Vehicle Titling Memo**
- ☐ **Escrow Agreement** – This document needs to be executed by the Executing Official defined in the Lessee’s Certificate – Exhibit 3.
 - **Investment Direction Letter – Exhibit 1.** This document needs to be executed by the Executing Official.
 - **Schedule of Fees – Exhibit 2.**
 - **Requisition Request – Exhibit 3.** This document should be retained by Lessee and utilized to request disbursements from the escrow account. Please make copies and fill out as many as are needed.
 - **Final Acceptance Certificate - Exhibit 4.** This document should be retained by Lessee and provided to Lessor once all the proceeds have been disbursed from the escrow account.
 - **Escrow Incumbency Certificate & Call-backs – Exhibit 5.**
 - **Class Action Negative Consent Letter – Exhibit 6.**
 - **IRS Form W-9.** This document should be retained by Lessee and submitted with the Requisition Request(s) for each vendor being paid. Please make copies and fill out as many as are needed.
- ☐ **Insurance Authorization and Verification** – To be filled out by the Purchaser and sent to your insurance carrier. A valid insurance certificate, or self-insurance letter if the Purchaser self-insures, is required prior to funding.

Property Schedule No. 4

Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 4** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of August 20, 2020, between U.S. Bancorp Government Leasing and Finance, Inc., and Pleasant Grove City.

1. Entire Agreement; Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. The Master Agreement, this Property Schedule and the associated documents hereto constitute the entire agreement between Lessor and Lessee with respect to the Property and supersede any purchase order, invoice, request for proposal, response or other related document. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is December 6, 2022.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Proceeds. Exhibit 4 is intentionally omitted.
7. Acceptance Certificate. Exhibit 5 is intentionally omitted.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
9. Private Activity Issue. Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period"). Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
10. Bank Qualification and Arbitrage Rebate. Attached as Exhibit 6.
11. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by January 14, 2023.

(Page intentionally left blank. Signature page to follow)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: Pleasant Grove City
By:
Name:
Title:

Attest:
By
Name:
Title:

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 4** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and Pleasant Grove City.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION:

Address

City, State Zip Code

USE: Vehicles - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Total Principal Amount: \$376,840.00

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
1	7/1/2023	68,694.78	57,879.48	10,815.30	NA
2	1/1/2024	68,694.78	60,656.98	8,037.80	NA
3	7/1/2024	68,694.78	62,185.53	6,509.25	202,001.55
4	1/1/2025	68,694.78	63,752.61	4,942.17	136,336.36
5	7/1/2025	68,694.78	65,359.18	3,335.60	69,016.41
6	1/1/2026	68,694.78	67,006.22	1,688.56	0.00
TOTAL		412,168.70	376,840.00	35,328.70	

Interest Rate: 5.04%

Lessee: Pleasant Grove City

By:

Name:

Title:

EXHIBIT A

Property Description

Vehicles

VIN #'s To Be Determined

EXHIBIT 2

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

December 6, 2022

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Pleasant Grove City
70 South 100 East
Pleasant Grove, UT 84062
Attention: Denise Roy

RE: Property Schedule No. 4 dated as of December 6, 2022 to the Master Tax-Exempt Lease/Purchase Agreement dated August 20, 2020 between U.S. Bancorp Government Leasing and Finance, Inc. and Pleasant Grove City.

Ladies and Gentlemen:

We have acted as special counsel to Pleasant Grove City ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of August 20, 2020 (the "Master Agreement"), between Pleasant Grove City, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 4 (the "Property Schedule") dated as of December 6, 2022, pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.

3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT 3

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Property Schedule No. 4** dated as of December 6, 2022 to the Master Tax-Exempt Lease/Purchase Agreement dated August 20, 2020 between U.S. Bancorp Government Leasing and Finance, Inc. and Pleasant Grove City.

The undersigned, being the duly elected, qualified and acting _____
(Title of Person to Execute Lease/Purchase Agreement)
of the Pleasant Grove City ("Lessee") does hereby certify, as of December 6, 2022, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal or of interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of December 6, 2022.

Pleasant Grove City

By _____
Signature of Person to Execute Lease/Purchase Agreement

Print Name and Title of Person to Execute Lease/Purchase Agreement

INCUMBENCY CERTIFICATE

Re: **Property Schedule No. 4** dated as of December 6, 2022 to the Master Tax-Exempt Lease/Purchase Agreement dated as of August 20, 2020 between U.S. Bancorp Government Leasing and Finance, Inc. and Pleasant Grove City.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the Pleasant Grove City ("Lessee") does hereby certify, as of December 6, 2022, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

(Signature of Person to Execute Lease/Purchase Agreement)

(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of December 6, 2022.

Secretary/Clerk

Print Name

and Title: _____

EXHIBIT 4

Payment of Proceeds Instructions

Intentionally Omitted.

EXHIBIT 5

Acceptance Certificate

Intentionally Omitted.

EXHIBIT 6

Bank Qualification And Arbitrage Rebate

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: **Property Schedule No. 4** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and Pleasant Grove City

PLEASE CHECK EITHER:

Bank Qualified Tax-Exempt Obligation under Section 265

_____ Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.

or

_____ Not applicable.

Arbitrage Rebate

Eighteen Month Exception:

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.

Lessee: Pleasant Grove City
By:
Name:
Title:

*Please be sure to select ONE option above.

Language for UCC Financing Statements

Property Schedule No. 4

SECURED PARTY: U.S. Bancorp Government Leasing and Finance, Inc.

DEBTOR: Pleasant Grove City

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Property Schedule No. 4 dated December 6, 2022 to that certain Master Tax-Exempt Lease Purchase Agreement dated as of August 20, 2020, in each case between Debtor, as Lessee, and Secured Party, as Lessor, together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment.

Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of August 20, 2020 and the related Property Schedule No. 4 dated December 6, 2022, between Lessor and Lessee (the "Agreement").

- _____ Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- X Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- _____ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- _____ Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- _____ Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Lessee: Pleasant Grove City
By:
Name:
Title:

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting AuthorityCheck box if Amended Return ☐

1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ►	18
19a If bonds are TANs or RANs, check only box 19a ► ☐	
b If bonds are BANs, check only box 19b ► ☐	
20 If bonds are in the form of a lease or installment sale, check box ► ☐	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ►	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded ►	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ►	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ► _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ► _____		
d	Enter the name of the issuer of the master pool bond ► _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☐		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐		
41a	If the issuer has identified a hedge, check here ► ☐ and enter the following information:		
b	Name of hedge provider ► _____		
c	Type of hedge ► _____		
d	Term of hedge ► _____		
42	If the issuer has superintegrated the hedge, check box ► ☐		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐		
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____		
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____	Date _____	Type or print name and title _____
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Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ► _____			Firm's EIN ► _____	
Firm's address ► _____			Phone no. _____	

Instructions for Form 8038-G

(Rev. October 2021)

Information Return for Tax-Exempt Governmental Bonds



Department of the Treasury
Internal Revenue Service

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments

For the latest information about developments related to Form 8038-G and its instructions, such as legislation enacted after they were published, go to [IRS.gov/Form8038G](https://www.irs.gov/Form8038G).

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental bonds to provide the IRS with the information required by section 149(e) and to monitor compliance with the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental bonds issued after December 31, 1986, issuers must file...
\$100,000 or more	a separate Form 8038-G for each issue.
less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G and any attachments at the following address.

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

Private delivery services. You can use certain private delivery services (PDS) designated by the IRS to meet the "timely mailing as timely filing" rule for tax returns. Go to [IRS.gov/PDS](https://www.irs.gov/PDS) for the current list of designated services.

The PDS can tell you how to get written proof of the mailing date.

For the IRS mailing address to use if you're using PDS, go to [IRS.gov/PDSstreetAddresses](https://www.irs.gov/PDSstreetAddresses).



PDS can't deliver items to P.O. boxes. You must use the U.S. Postal Service to mail any item to an IRS P.O. box address.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To round, drop amounts under 50 cents and increase amounts from 50 to 99 cents to the next dollar (for example, \$1.39 becomes \$1 and \$2.50 becomes \$3).

If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Bond. This is any obligation, including bond, note, commercial paper, installment purchase agreement, or financing lease.

Taxable bond. This is any bond the interest on which is not excludable from gross income under section 103. Taxable bonds include tax credit amounts and direct pay bonds.

Tax-exempt bond. This is any obligation, including a bond, installment purchase

agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental bond. A tax-exempt bond that is not a private activity bond (see next) is a tax-exempt governmental bond. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes a bond issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use; **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property), **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units, and **(b)** exceeds the lesser of 5% of the proceeds **or** \$5 million.

Issue price. The issue price of bonds is generally determined under Regulations section 1.148-1(f). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the bonds are sold to the public. To determine the issue price of a bond issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, bonds are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions (see Regulations section 1.149(e)-1(e)(2)). However, bonds issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan"), or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the bonds are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for bonds issued under a draw-down loan that meet the requirements of the preceding

sentence, bonds issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first bond. Likewise, bonds (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first bond.

Arbitrage rebate. Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets **both** of the following conditions.

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization.
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1 $\frac{1}{2}$ % of the amount of the available construction proceeds of the issue that do not meet certain spending requirements as of the close of each 6-month period after the date the bonds were issued. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Pooled financing issue. This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you

are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the bonds, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply online by visiting the IRS website at *IRS.gov/EIN*. The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed on line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the first date on which the issuer physically exchanges any bond included in the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in an MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of bonds issued by entering the issue price in the box corresponding to the type of bond (see *Issue price* under *Definitions*, earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these bonds, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the bonds are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the bonds are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. **Do not** check both boxes.

Line 20. Check this box if property other than cash is exchanged for the bond, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of bond is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in

exchange for a bond to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the bond are received in the form of cash, even if the term “lease” is used in the title of the issue.

Part III—Description of Bonds

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions*, earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write “N/A” in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to figure the present value of all payments of principal and interest to be paid on the bond, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to figure the yield on an issue. If the issue is a variable rate issue, write “VR” as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write “N/A” in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest on the issue accruing prior to the date of issue. For definition of date of issue, see these instructions, line 7.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for

example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any tax-exempt bonds, including proceeds that will be used to fund an escrow account for this purpose.

Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any taxable bonds, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds or taxable bonds. For a lease or installment sale, write “N/A” in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of tax-exempt bonds or taxable bonds will be refunded, enter the date of issue for each refunded issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. If the issue is a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax exempt.

Line 38. If the issue is a loan of proceeds from a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool bond, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the “election document.”

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5)(iv) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for figuring arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a “deliberate action” after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. Subject to certain exceptions under Regulations section 1.150-2(f), an issuer must adopt an official intent, as described in Regulations section 1.150-2(e), to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure.

Enter the date the official intent was adopted.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part I, lines 3a and 3b, authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who

prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating

to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on the individual circumstances. The estimated burden for tax-exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through [IRS.gov/FormComments](https://www.irs.gov/FormComments).

Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see *Where To File*, earlier.

VEHICLE TITLING ADDENDUM

Master Tax-Exempt Lease/Purchase Agreement dated August 20, 2020 and related Property Schedule No. 4 dated December 6, 2022, between Pleasant Grove City as Lessee and U.S. Bancorp Government Leasing and Finance, Inc. as Lessor.

1. Lessor and Lessee hereby agree to amend the above referenced Agreement to add additional terms and conditions as set forth below:

Lessee agrees that it will provide to Lessor the original title documentation to the Equipment. Lessee shall provide such title documentation to Lessor within 15 days of Lessee's receipt of such title documentation from the appropriate titling authority. Lessee's failure to provide Lessor with title documentation to the Equipment in a timely fashion shall be deemed a condition of Default as defined in the default paragraph herein subject to remedies available to Lessor pursuant to the remedies paragraph.

2. Location: Lessor agrees that in regard to the location of the equipment, Lessee must be responsible for maintaining records showing the location of each piece of Leased equipment. Lessee will report this location to Lessor upon written request by Lessor. Failure to do so shall constitute a breach of the Agreement, which default shall be governed by the terms and conditions specified in the default and/or remedies paragraph of the Agreement.

3. Lessee will complete the physical titling of the vehicle as required by the state of Lessee's residence and guarantee U.S. Bancorp Government Leasing and Finance, Inc. that U.S. Bancorp Government Leasing and Finance, Inc. will receive the original title to the leased vehicle in a timely manner. Lessee agrees to indemnify U.S. Bancorp Government Leasing and Finance, Inc. from any damage or loss it incurs, including legal fees, due to its failure to complete its agreement herein.

THE APPLICATION FOR TITLE MUST INCLUDE THE FOLLOWING AS 1ST LIEN HOLDER:

**U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
1310 MADRID STREET
MARSHALL, MN 56258**

By signing this Addendum, Lessee acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects the terms and conditions of the Agreement remain in full force and effect.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:
Date:

Lessee: Pleasant Grove City
By:
Name:
Title:
Date:

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of December 6, 2022 by and among U.S. Bancorp Government Leasing and Finance, Inc. ("*Lessor*"), Pleasant Grove City ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Master Tax-Exempt Lease/Purchase Agreement dated as of August 20, 2020 (the "*Master Agreement*") and a Property Schedule No. 4 thereto dated December 6, 2022 (the "*Schedule*" and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"). The Schedule contemplates that certain personal property described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof (the "*Vendor*"). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms of the Agreement.

The Master Agreement further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$376,840.00, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the "*Closing Date*"), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See Exhibit 1 Investment Direction

Letter. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as Exhibit 6 is the Class Action Negative Consent Letter to be reviewed by Lessee.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's acceptance fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Lessor and Lessee. Lessee's authorized signatures are provided in Exhibit 5 attached hereto. Escrow Agent will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Final Acceptance Certificate form attached as Exhibit 4 hereto.

Escrow Agent is authorized but shall not be required to seek confirmation of such instructions by telephone call-back to any person designated by the instructing party on Exhibit 5 hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be a person so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If Escrow Agent is unable to contact any of the designated representatives identified in Exhibit 5, Escrow Agent is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Lessee's or Lessor's executive officers ("Executive Officers"), as Escrow Agent may select. Such Executive Officer shall deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Lessee and Lessor agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Lessee and Lessor to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank so designated. Lessee and Lessor acknowledge that these optional security procedures are commercially reasonable.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or an Event of Nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Lessor for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Lease Payment due under the Master Agreement, and second, to prepayment of the principal component of Lease Payments in inverse order of maturity without premium. To the extent the Agreement is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

(e) This Escrow Agreement shall terminate upon the distribution of all the amounts in the Escrow Fund pursuant to any applicable provision of this Agreement, and Escrow Agent will thereafter have no further obligation or liability whatsoever with respect to this Agreement.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice to Lessee and Escrow Agent. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available, (d) by facsimile with a confirmed receipt or (e) by email by way of a PDF attachment thereto. Notice shall be effective upon receipt except for notice via email, which shall be effective only when the Recipient, by return email or notice delivered by other method provided for in this Section, acknowledges having received that email (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section).

Escrow Agent shall have the right to accept and act upon any notice, instruction, or other communication, including any funds transfer instruction, (each, a "Notice") received pursuant to this Agreement by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) and shall not

have any duty to confirm that the person sending such Notice is, in fact, a person authorized to do so. Electronic signatures believed by Escrow Agent to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider identified by any other party hereto and acceptable to Escrow Agent) shall be deemed original signatures for all purposes. Each other party assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to Escrow Agent, including without limitation the risk of Escrow Agent acting on an unauthorized Notice, and the risk of interception or misuse by third parties. Notwithstanding the foregoing, Escrow Agent may in any instance and in its sole discretion require that a Notice in the form of an original document bearing a manual signature be delivered to Escrow Agent in lieu of, or in addition to, any such electronic Notice.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

U.S. Bancorp Government Leasing and Finance, Inc., as Lessor
By:
Name:
Title:
Address: 13010 SW 68 th Parkway, Suite 100 Portland, OR 97223

Pleasant Grove City, as Lessee
By:
Name:
Title:
Address: 70 South 100 East Pleasant Grove, UT 84062

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
By:
Name:
Title:
Address: U.S. Bank National Association Global Corporate Trust 950 17 th Street, 5 th Floor Denver, CO 80202

EXHIBIT 1

**U.S. BANK NATIONAL ASSOCIATION
MONEY MARKET ACCOUNT AUTHORIZATION FORM
DESCRIPTION AND TERMS**

The U.S. Bank Money Market account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank's trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

Pleasant Grove City

Company Name

Signature of Authorized Directing Party

Trust Account Number – includes existing and future sub-accounts unless otherwise directed

Title/Date

EXHIBIT 2

Schedule of Fees for Services as Escrow Agent Equipment Lease Purchase Escrow

CTS01010A	Acceptance Fee The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	WAIVED
CTS04460	Escrow Agent Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	WAIVED
	Direct Out of Pocket Expenses Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
	Extraordinary Services Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

EXHIBIT 3

REQUISITION REQUEST

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of December 6, 2022 (the "*Escrow Agreement*") by and among U.S. Bancorp Government Leasing and Finance, Inc. (the "*Lessor*"), Pleasant Grove City (the "*Lessee*"), and U.S. Bank National Association (the "*Escrow Agent*"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Tax-Exempt Lease Purchase Agreement dated as of August 20, 2020 (the "*Master Agreement*") and Property Schedule No. 4 thereto dated December 6, 2022 (the "*Schedule*" and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

Pursuant to Section 6(b) of the above-referenced Escrow Agreement, Lessor and Lessee hereby instruct Escrow Agent to disburse funds from the Escrow Account to Payee, as provided below:

Payee: _____

Amount: _____

Wire/ACH

Bank Name:
Bank Address:
ABA No.:
Account Name:
Account No.:

Check

Name:
Address 1:
Address 2:
City/State
Zip Code:

Payee: _____

Amount: _____

Wire/ACH

Bank Name:
Bank Address:
ABA No.:
Account Name:
Account No.:

Check

Name:
Address 1:
Address 2:
City/State
Zip Code:

Payee: _____

Amount: _____

Wire/ACH

Bank Name:
Bank Address:
ABA No.:
Account Name:
Account No.:

Check

Name:
Address 1:
Address 2:
City/State
Zip Code:

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.
2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.

3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.
4. The Equipment is covered by insurance in the types and amounts required by the Agreement.
5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.
6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

Request Date: _____

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
--

By:

Name:

Title:

Lessee: Pleasant Grove City

By:

Name:

Title:

Exhibit 4

Final Acceptance Certificate

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: **Property Schedule No. 4** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and Pleasant Grove City

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: _____

Lessee: Pleasant Grove City
By:
Name:
Title:

Exhibit 5

Each of the following person(s) is a **Lessee Representative** authorized to execute escrow documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Recipient's behalf (only one signature required):

_____ Name	_____ Specimen signature	_____ Telephone No
_____ Name	_____ Specimen signature	_____ Telephone No
_____ Name	_____ Specimen signature	_____ Telephone No

(Note: if only one person is identified above, please add the following language:)

The following persons (not listed above) are authorized for call-back confirmations:

_____ Name	_____ Telephone Number
_____ Name	_____ Telephone Number
_____ Name	_____ Telephone Number

Exhibit 6

Class Action Negative Consent Letter

December 6, 2022

Pleasant Grove City
70 South 100 East
Pleasant Grove, UT 84062

RE: USBGLF/Pleasant Grove City - - Class Action Litigation Claims

Dear Denise Roy:

U.S. Bank National Association ("U.S. Bank") has established its policies and procedures relative to class action litigation claims filed on behalf of its clients' accounts. This policy may impact future claims filed by U.S. Bank on behalf of the above-referenced account. Listed below are the policies regarding class action litigation claims:

1. U.S. Bank will file class action litigation claims, at no charge, on behalf of open, eligible agency or custody accounts upon receipt of proper documented authorization. This notice, with your ability to opt out as further described below, constitutes such documented authorization.
2. U.S. Bank will not file claims for agency or custody accounts that were open during the class action period but were closed prior to receipt of any notice of the class action litigation.
3. Assuming requisite information is provided by the payor to identify the applicable account, settlement proceeds of the class action litigation will be posted within a reasonable time following receipt of such proceeds to the entitled accounts that are open at such time. If entitled accounts are closed prior to distribution and receipt of settlement proceeds, they will be remitted to entitled beneficiaries or successors of the account net of any research and filing fees. Proceeds, less any research and filing fees, will be escheated if the entitled beneficiaries or successors of the account cannot be identified /located.

If you wish U.S. Bank to continue to file class action litigation proofs of claim on behalf of your account, you do not need to take any further action. However, if you do not wish U.S. Bank to file class action proofs of claim on behalf of your account, you may notify us of this election by returning this letter with your signature and date provided below within 30 days or by filing a separate authorization letter with your Account Manager by the same date.

The authorization and understanding contained in this communication constitutes an amendment of any applicable provisions of the account document for the above-referenced account.

If you have any questions, please contact me at the below number.

Sincerely,
Mike McGuire
Vice President
303-585-4594

☐ No, U.S. Bank is not authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is not responsible for forwarding notices received on class action or litigation claims.

Authorized Signature

Date

INSURANCE AUTHORIZATION AND VERIFICATION

Date: December 6, 2022

Property Schedule No. 4

To: Pleasant Grove City (the "Lessee")

From: U.S. Bancorp Government Leasing and Finance, Inc. (the
"Lessor")
1310 Madrid Street
Marshall, MN 56258

TO THE LESSEE: In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.

Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).

Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$376,840.00, with deductibles no more than \$25,000.00.

**Lessee: Please execute this form and return with your document package. Please fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements.*

By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Agency/Agent:		
Address:		
Phone/Fax:		
Email:		

Lessee: Pleasant Grove City
By:
Name:
Title:

TO THE AGENT: *In lieu of providing a certificate, please execute this form in the space below and promptly send a PDF scan to Lessor at: EF.Docs.GLF@usbank.com - This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.*

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Print Name of Agency: X _____

By: X _____
(Agent's Signature)

Print Name: X _____

Date: X _____

Insurable Value: \$376,840.00

ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO. 4

December 2022

November '22							January '23						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5	1	2	3	4	5	6	7
6	7	8	9	10	11	12	8	9	10	11	12	13	14
13	14	15	16	17	18	19	15	16	17	18	19	20	21
20	21	22	23	24	25	26	22	23	24	25	26	27	28
27	28	29	30				29	30	31				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	1	2	3
4	5	6 Work Session 4:30 Regular Meeting	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24 
25 	26 City Offices Closed	27	28	29	30	31 
1 	2 City Offices Closed	Notes				

Report Criteria:

Invoices with totals above \$0 included.

Only unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND							
10-13100 ACCTS REC.- CITY EMPLOYEES							
4614	L.N. CURTIS & SONS	649400	PD/PERSONAL SUPPLIES -MS	11/10/2022	164.00	.00	
4614	L.N. CURTIS & SONS	652437	PD/PERSONAL SUPPLIES -DG	11/22/2022	100.48	.00	
7505	SKAGGS COMPANIES, IN	450A1433191	PD/PERSONAL SUPPLIES-BH	11/23/2022	124.45	.00	
10-21245 VISION INSURANCE PAYABLE							
8070	SUPERIOR VISION SERVI	685469	VISION INSURANCE	12/01/2022	1,536.52	.00	
10-21250 LIFE INSURANCE PAYABLE							
8265	THE LINCOLN NATIONAL	12012022	INSURANCE PREMIUM	12/01/2022	6,217.69	.00	
10-21355 CASH BONDS (NEW)							
1990	COOK, CYNTHIA	11222022	CONSTRUCTION BOND RELEASE	11/22/2022	37,000.00	.00	
10-24260 AMER. FAMILY LIFE PAYABLE							
309	AM. FAMILY LIFE ASSUR	605321	SUSPENSE PREMIUM	11/11/2022	99.28	.00	
Total :					45,242.42	.00	
JUDICIAL							
10-42-330 PROFESSIONAL SERVICES							
2970	FLORES, ALFONSO	11162022	JUDICIAL/INTERPRETER	11/16/2022	41.00	.00	
Total JUDICIAL:					41.00	.00	
NON-DEPARTMENTAL							
10-43-330 PROFESSIONAL SERVICES							
2949	FLINDERS, LISA	1122	CONTRACTED SERVICES	12/01/2022	2,250.00	.00	
9360	WELLS, SCOTT	11232022	CONTRACTED SERVICES	11/23/2022	200.00	.00	
10-43-340 YOUTH COURT EXPENSES							
3167	FUGAL, SCOTT	11282022	CONTRACTED SANTA	11/28/2022	350.00	.00	
5033	MACEYS	03-1862460	YOUTH COURT/TREE LIGHTING EV	11/26/2022	127.07	.00	
10-43-385 SPECIAL EVENTS							
1368	C-A-L RANCH STORES	13028/8	WATER/ASSORTED SUPPLIES	11/17/2022	33.98	.00	
10-43-610 MISCELLANEOUS EXPENSE							
5033	MACEYS	03-1855316	ADM/SUPPLIES	11/14/2022	54.55	.00	
10-43-760 TECHNOLOGY							
4747	LES OLSON COMPANY	1210328	MONTHLY CONTRACTED SERVICE	11/21/2022	1,038.29	.00	
10-43-770 Public Safety Trust Fund							
3792	HEALTHIER YOU COUNS	11012022	FIRST RESPONDERS COUNSELING	11/01/2022	7,424.04	.00	
Total NON-DEPARTMENTAL:					11,477.93	.00	
ADMINISTRATIVE SERVICES							
10-46-240 OFFICE EXPENSE							
1760	CINTAS CORP	5134471561	ADM/FIRST AID SUPPLIES	11/28/2022	30.80	.00	
5729	ODP BUSINESS SOLUTIO	273094757001	ADM/OFFICE SUPPLIES	10/27/2022	16.32-	.00	
5729	ODP BUSINESS SOLUTIO	27757284101	ADM/OFFICE SUPPLIES	11/17/2022	87.21	.00	
5729	ODP BUSINESS SOLUTIO	279239911001	ADM/OFFICE SUPPLIES	11/29/2022	15.08	.00	
10-46-930 COMMUNITIES THAT CARE GRANT							
3571	GURR'S COPYTEC	58542	CTC/ASSORTED PRINTING	10/17/2022	118.95	.00	
3571	GURR'S COPYTEC	58561	CTC/ASSORTED PRINTING	10/19/2022	376.08	.00	
3571	GURR'S COPYTEC	58597	CTC/YARD SIGNS	10/21/2022	317.26	.00	
3571	GURR'S COPYTEC	58645	CTC/ASSORTED PRINTING	10/24/2022	248.55	.00	
3571	GURR'S COPYTEC	58691	CTC/ASSORTED PRINTING	10/24/2022	178.08	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3571	GURR'S COPYTEC	58715	CTC/ASSORTED PRINTING	10/24/2022	308.10	.00	
3571	GURR'S COPYTEC	58757	CTC/ASSORTED PRINTING	10/26/2022	119.84	.00	
Total ADMINISTRATIVE SERVICES:					1,783.63	.00	
FACILITIES							
10-47-530 CITY HALL - BLDG MAINTENANCE							
6850	REPUBLIC SERVICES	11262022	MULTI DEPT/GARBAGE COLLECTIO	11/26/2022	239.42	.00	
8678	UNIFIRST CORPORATIO	11/21/2022	MULTI DEPT/ RUG CLEANING	11/21/2022	188.65	.00	
10-47-560 PARKS - BUILDING MAINTENANCE							
1870	CODALE ELECTRIC SUP	7905431.001	BUILDING MAINTENANCE	11/01/2022	78.42	.00	
6850	REPUBLIC SERVICES	11262022	MULTI DEPT/GARBAGE COLLECTIO	11/26/2022	2,843.40	.00	
10-47-610 POLICE - POWER							
7062	ROCKY MOUNTAIN POW	11152022	PD/ELECTRICITY EXPENSE	11/15/2022	2,408.77	.00	
10-47-660 FIRE/AMBULANCE - BLDG MAINT							
6441	POWER SYSTEMS WEST	SI2263001916	SERVICE CALL-COOLANT LEAK	11/14/2022	496.03	.00	
6850	REPUBLIC SERVICES	11262022	MULTI DEPT/GARBAGE COLLECTIO	11/26/2022	239.42	.00	
8678	UNIFIRST CORPORATIO	11/21/2022	MULTI DEPT/ RUG CLEANING	11/21/2022	470.20	.00	
10-47-670 FIRE/AMBULANCE - BLDG IMPROVE							
8678	UNIFIRST CORPORATIO	11/21/2022	MULTI DEPT/ RUG CLEANING	11/21/2022	234.35	.00	
10-47-700 CEMETERY BLDG - BLDG MAINT							
6850	REPUBLIC SERVICES	11262022	MULTI DEPT/GARBAGE COLLECTIO	11/26/2022	369.65	.00	
8678	UNIFIRST CORPORATIO	11/21/2022	MULTI DEPT/ RUG CLEANING	11/21/2022	119.15	.00	
10-47-730 LIBRARY/SENIOR - BLDG MAINT							
8678	UNIFIRST CORPORATIO	11/21/2022	MULTI DEPT/ RUG CLEANING	11/21/2022	106.55	.00	
10-47-780 PUBLIC WORKS - BLDG MAINT							
6850	REPUBLIC SERVICES	11262022	MULTI DEPT/GARBAGE COLLECTIO	11/26/2022	202.28	.00	
10-47-830 SR CENTER - BLDG MAINT							
6850	REPUBLIC SERVICES	11262022	MULTI DEPT/GARBAGE COLLECTIO	11/26/2022	164.71	.00	
8678	UNIFIRST CORPORATIO	11/21/2022	MULTI DEPT/ RUG CLEANING	11/21/2022	94.50	.00	
10-47-840 LIONS/SPORTSMAN - BLDG MAINT							
5482	MOUNTAINLAND SUPPLY	105064947.001	BUILDING MAINTENANCE	11/21/2022	316.22	.00	
6850	REPUBLIC SERVICES	11262022	MULTI DEPT/GARBAGE COLLECTIO	11/26/2022	239.53	.00	
Total FACILITIES:					8,811.25	.00	
ENGINEERING							
10-51-334 600 WEST CENTER TRAFFIC STUDY							
3970	HORROCKS ENGINEERS	73597	TRAFFIC STUDY	11/18/2022	1,109.50	.00	
Total ENGINEERING:					1,109.50	.00	
COMMUNITY DEVELOPMENT							
10-52-240 OFFICE EXPENSE							
6343	PLEASANT GROVE PRIN	9480	COM DEV/BUSINESS CARDS	11/15/2022	60.00	.00	
10-52-250 VEHICLE EXPENSE							
675	AUTO ZONE STORES, IN	6231059581	COM DEV/VEHICLE MAINTENANCE	10/12/2022	80.19	.00	
675	AUTO ZONE STORES, IN	6231068928	COM DEV/VEHICLE MAINTENANCE	10/25/2022	25.99	.00	
10-52-610 MISCELLANEOUS							
5033	MACEYS	02-1534937	COM DEV/DEPT MEETING EXPENS	11/21/2022	41.70	.00	
Total COMMUNITY DEVELOPMENT:					207.88	.00	
POLICE DEPARTMENT							
10-54-240 OFFICE EXPENSE							
990	BLUEFIN OFFICE GROUP	12577-02	PD/OFFICE SUPPLIES	11/28/2022	9.18	.00	
990	BLUEFIN OFFICE GROUP	1283300	PD/OFFICE SUPPLIES	11/28/2022	181.52	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6343	PLEASANT GROVE PRIN	9481	PD/RECEIPT BOOKS	11/15/2022	940.00	.00	
10-54-250 VEHICLE EXPENSE							
2441	DISCOUNT TIRE CO.	8105437	PD/NEW TIRES	11/17/2022	900.00	.00	
3468	GREASE MONKEY #790	277156	PD/VEHICLE MAINTENANCE	10/03/2022	90.45	.00	
3468	GREASE MONKEY #790	278737	PD/VEHICLE MAINTENANCE	11/11/2022	112.94	.00	
3468	GREASE MONKEY #790	278961	PD/VEHICLE MAINTENANCE	11/17/2022	112.94	.00	
3468	GREASE MONKEY #790	279340	PD/VEHICLE MAINTENANCE	11/28/2022	113.83	.00	
10-54-300 UNIFORM EXPENSE							
7505	SKAGGS COMPANIES, IN	450A1420163	PD/UNIFORM EXPENSE	11/03/2022	97.90	.00	
10-54-650 NOVA EXPENSES (DARE)							
6343	PLEASANT GROVE PRIN	9478	PD/NOVA CERTIFICATES	11/15/2022	38.50	.00	
Total POLICE DEPARTMENT:					2,597.26	.00	
FIRE DEPARTMENT							
10-55-250 VEHICLE EXPENSE							
7449	SIDDONS MARTIN EMER	38404621	FIRE/VEHICLE REPAIR	11/07/2022	50.00	.00	
10-55-480 DEPARTMENTAL SUPPLIES							
1060	BOUNDTREE MEDICAL, L	84773245	FIRE/DEPARTMENTAL SUPPLIES	11/28/2022	187.00	.00	
1060	BOUNDTREE MEDICAL, L	84777470	FIRE/DEPARTMENTAL SUPPLIES	11/30/2022	94.98	.00	
3841	HENRY SCHEIN INC.	29147251	FIRE/DEPARTMENTAL SUPPLIE	11/17/2022	25.20	.00	
3841	HENRY SCHEIN INC.	29328075	FIRE/DEPARTMENTAL SUPPLIE	11/21/2022	203.39	.00	
5033	MACEYS	02-1535145	FIRE/DEPARTMENTAL SUPPLIES	11/22/2022	181.76	.00	
7505	SKAGGS COMPANIES, IN	450A1494451	FIRE/UNIFORM EXPENSE	11/09/2022	80.99	.00	
8015	STRYKER SALES CORPO	3953919	FIRE/EQUIPMENT	11/13/2022	493.71	.00	
9342	WAXIE'S SANITARY SUPP	81349766	FIRE/BUILDING MAINTENANCE SU	11/30/2022	364.64	.00	
10-55-740 EQUIPMENT							
2840	FASTENAL COMPANY	164477	FIRE/DEPARTMENTAL SUPPLIES	11/10/2022	729.08	.00	
Total FIRE DEPARTMENT:					2,410.75	.00	
STREETS							
10-60-250 VEHICLE EXPENSE							
2681	ELITE REPAIRS AND SPE	10620	STR/VEHICLE REPAIR	11/14/2022	1,283.85	.00	
10-60-275 STREET LIGHT POWER							
972	BLACK & McDONALD	76-1343144	STREET LIGHT MAINTENANCE	08/31/2022	5,346.40	.00	
972	BLACK & McDONALD	76-1367741	STREET LIGHT MAINTENANCE	10/31/2022	5,346.40	.00	
10-60-277 Street Light Installation							
972	BLACK & McDONALD	76-1362947	STREET LIGHT INSTALLATION	10/26/2022	9,907.83	.00	
10-60-278 STREET LIGHT MAINTENANCE							
972	BLACK & McDONALD	76-1358777	STREET LIGHT MAINTENANCE	10/19/2022	41.00	.00	
972	BLACK & McDONALD	76-1362408	STREET LIGHT MAINTENANCE	10/26/2022	1,520.81	.00	
972	BLACK & McDONALD	76-136909	STREET LIGHT MAINTENANCE	10/28/2022	151.09	.00	
972	BLACK & McDONALD	76-1370439	STREET LIGHT MAINTENANCE	11/07/2022	1,474.63	.00	
10-60-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	12012022	PUBLIC WORKS/PHONE EXPENSE	12/01/2022	288.14	.00	
10-60-480 DEPARTMENTAL SUPPLIES							
675	AUTO ZONE STORES, IN	6231082584	STR/DEPARTMENTAL SUPPLIES	11/15/2022	11.70	.00	
3974	HOSE & RUBBER SUPPL	01731134	STR/DEPARTMENTAL SUPPLIES	11/28/2022	392.54	.00	
4019	HUMPHRIES, INC.	444038	STR/DEPARTMENTAL SUPPLIES	11/14/2022	17.60	.00	
4019	HUMPHRIES, INC.	444634	STR/DEPARTMENTAL SUPPLIES	11/22/2022	180.43	.00	
5833	O'REILLY AUTOMOTIVE I	3623-455640	STR/DEPARTMENTAL SUPPLIES	11/21/2022	42.98	.00	
7060	ROCKY MOUNTAIN LIFTS	3989-3023	STR/DEPARTMENTAL SUPPLIES	11/22/2022	809.60	.00	
Total STREETS:					26,815.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
LIBRARY							
10-65-240 OFFICE EXPENSE							
307	AMAZON	11092022	LIB/OFFICE SUPPLIES	11/09/2022	86.43	.00	
2122	CULLIGAN BOTTLED WA	465X20574101	LIB/BOTTLED WATER	10/31/2022	23.40	.00	
2395	DEMCO, INC.	7206968	LIB/OFFICE SUPPLIES	10/21/2022	240.98	.00	
2395	DEMCO, INC.	7216938	LIB/OFFICE SUPPLIES	11/09/2022	563.95	.00	
5729	ODP BUSINESS Solutio	274307938001	LIB/OFFICE SUPPLIES	10/20/2022	54.12	.00	
5729	ODP BUSINESS Solutio	274909187001	LIB/OFFICE SUPPLIES	10/26/2022	84.25	.00	
10-65-480 BOOKS							
307	AMAZON	11092022	LIB/BOOKS	11/09/2022	243.21	.00	
4159	INGRAM LIBRARY SERVI	72307594	LIB/BOOKS	10/26/2022	449.50	.00	
4159	INGRAM LIBRARY SERVI	72307595	LIB/BOOKS	10/26/2022	130.87	.00	
4159	INGRAM LIBRARY SERVI	72350691	LIB/BOOKS	10/28/2022	372.96	.00	
4159	INGRAM LIBRARY SERVI	72400623	LIB/BOOKS	11/01/2022	142.59	.00	
4159	INGRAM LIBRARY SERVI	72446334	LIB/BOOKS	11/03/2022	344.46	.00	
4159	INGRAM LIBRARY SERVI	72469289	LIB/BOOKS	11/04/2022	238.25	.00	
4159	INGRAM LIBRARY SERVI	72481213	LIB/BOOKS	11/06/2022	154.92	.00	
4159	INGRAM LIBRARY SERVI	72527730	LIB/BOOKS	11/08/2022	287.66	.00	
6094	THE PENWORTHY COMP	585518	LIB/BOOKS	10/24/2022	695.71	.00	
10-65-485 AUDIO/VISUAL MATERIALS							
307	AMAZON	11092022	LIB/AUDIO MATERIALS	11/09/2022	739.81	.00	
978	BLACKSTONE PUBLISHI	2072633	LIB/AUDIO BOOKS	11/04/2022	7.95	.00	
2870	FINDAWAY WORLD, LLC	412061	LIB/AUDIO MATERIALS	11/16/2022	374.94	.00	
10-65-618 MARKETING/OUTREACH							
3571	GURR'S COPYTEC	58730	LIB/POSTER	10/27/2022	5.05	.00	
10-65-640 PROCESSING							
4159	INGRAM LIBRARY SERVI	72307594	LIB/BOOK PROCESSING	10/26/2022	3.00	.00	
4159	INGRAM LIBRARY SERVI	72307595	LIB/BOOK PROCESSING	10/26/2022	3.00	.00	
4159	INGRAM LIBRARY SERVI	72350691	LIB/BOOK PROCESSING	10/28/2022	20.82	.00	
4159	INGRAM LIBRARY SERVI	72400623	LIB/BOOK PROCESSING	11/01/2022	3.00	.00	
4159	INGRAM LIBRARY SERVI	72446334	LIB/BOOK PROCESSING	11/03/2022	3.00	.00	
4159	INGRAM LIBRARY SERVI	72469289	LIB/BOOK PROCESSING	11/04/2022	4.98	.00	
4159	INGRAM LIBRARY SERVI	72481213	LIB/BOOK PROCESSING	11/06/2022	3.00	.00	
4159	INGRAM LIBRARY SERVI	72527730	LIB/BOOK PROCESSING	11/08/2022	14.88	.00	
8995	UTAH STATE LIBRARY	3510-0008	LIB/CATEXPRESS USAGE	11/10/2022	469.00	.00	
Total LIBRARY:					5,765.69	.00	
SR. CITIZEN CTR & AUDITORIUM							
10-67-210 MEETINGS & MEMBERSHIPS							
8877	UTAH COUNTY HEALTH	11042022	JACOBS SENIOR CENTER FOOD P	11/02/2022	265.00	.00	
10-67-240 OFFICE EXPENSE							
1905	COMCAST	11142022	SC/INTERNET SERVICE	11/15/2022	87.99	.00	
Total SR. CITIZEN CTR & AUDITORIUM:					352.99	.00	
PARKS							
10-70-250 VEHICLE EXPENSE							
675	AUTO ZONE STORES, IN	6231086196	PARK/VEHICLE EXPENSE	11/21/2022	85.49	.00	
3468	GREASE MONKEY #790	278976	PARK/VEHICLE MAINTENANCE	11/17/2022	74.25	.00	
3468	GREASE MONKEY #790	279101	PARK/VEHICLE MAINTENANCE	11/21/2022	54.45	.00	
7157	S&J AUTOMOTIVE INC.	11983	PARK/VEHICLE REPAIR	11/28/2022	712.02	.00	
10-70-320 SPRINKLER & LANDSCAPE							
147	AGRONO-TEC SEED CO.	63395	PARK/DEPARTMENTAL SUPPLIES	11/14/2022	393.84	.00	
970	BJ PLUMBING SUPPLY	12012022	PARKS/CREDIT	12/01/2022	121.65-	.00	
10-70-480 DEPARTMENTAL SUPPLIES							
5033	MACEYS	95-1208795	PARK/DRINKING WATER	11/29/2022	502.32	.00	

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10-70-482 TREE MAINTENANCE							
2477	DREAM SCAPES LANDS	11172022	PARK/TREE REMOVAL	11/17/2022	3,540.00	.00	
10-70-750 CHRISTMAS LIGHTS							
7798	SPRINKLER WORLD	TCZT89	PARK/CHRISTMAS LIGHTS	11/15/2022	1,650.00	.00	
7798	SPRINKLER WORLD	TDC998	PARK/CHRISTMAS LIGHTS	11/15/2022	450.00	.00	
7798	SPRINKLER WORLD	TDD692	PARK/CHRISTMAS LIGHTS	11/16/2022	300.00	.00	
Total PARKS:					7,640.72	.00	
RECREATION							
10-71-210 MEETINGS & MEMBERSHIPS							
5033	MACEYS	02-1529825	REC/ASSORTED SUPPLIES	11/01/2022	76.61	.00	
10-71-220 PUBLICATION EXPENSE							
3571	GURR'S COPYTEC	58680	REC/POSTERS	10/25/2022	10.02	.00	
10-71-240 OFFICE EXPENSE							
3571	GURR'S COPYTEC	58867	REC/POSTERS	11/07/2022	19.68	.00	
5729	ODP BUSINESS SOLUTIO	266192059001	REC/OFFICE SUPPLIES	09/09/2022	57.10	.00	
8219	TEXTILE TEAM OUTLET	5182	REC/SHIRTS & HOODIES	10/07/2022	737.26	.00	
8219	TEXTILE TEAM OUTLET	5255	REC/ SHIRTS	10/28/2022	552.48	.00	
Total RECREATION:					1,453.15	.00	
CUSTODIAL SERVICES							
10-74-480 DEPARTMENTAL SUPPLIES							
9342	WAXIE'S SANITARY SUPP	81309210	BUILDING MAINTENANCE SUPPLIE	11/09/2022	1,662.72	.00	
10-74-481 CHEMICALS							
9342	WAXIE'S SANITARY SUPP	81309210	BUILDING MAINTENANCE SUPPLIE	11/09/2022	54.84	.00	
Total CUSTODIAL SERVICES:					1,717.56	.00	
Total GENERAL FUND:					117,426.73	.00	
CLASS C ROAD FUND							
EXPENDITURES							
20-40-480 DEPARTMENTAL SUPPLIES							
579	ASPHALT MATERIALS IN	217580	CLASS C/DEPARTMENTAL SUPPLIE	11/12/2022	48.62	.00	
579	ASPHALT MATERIALS IN	217786	CLASS C/DEPARTMENTAL SUPPLIE	11/19/2022	95.37	.00	
20-40-800 CAPITAL PROJECTS							
4542	KILGORE COMPANIES LL	2-11092022	2022 STREET REHABILITAION PRO	11/09/2022	204,227.56	.00	
Total EXPENDITURES:					204,371.55	.00	
Total CLASS C ROAD FUND:					204,371.55	.00	
CEMETERY							
22-70-480 DEPARTMENTAL SUPPLIES							
1905	COMCAST	11132022	CEM/INTERNET SERVICES	11/13/2022	93.35	.00	
Total :					93.35	.00	
Total CEMETERY:					93.35	.00	
STORM DRAIN UTILITY FUND							
GENERAL GOVERNMENT							
48-41-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	12012022	PUBLIC WORKS/PHONE EXPENSE	12/01/2022	122.66	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
48-41-480 DEPARTMENTAL SUPPLIES							
5715	NORTH POINTE SOLID W	116525-113020	STRM DRN/SWEEPING DISPOSAL F	11/30/2022	477.99	.00	
Total GENERAL GOVERNMENT:					600.65	.00	
STORM DRAIN PROJECTS							
48-70-846 DETENTION POND 600 N 810 W							
5185	METALMART INC.	217594	DETENTION POND PROJECT	11/15/2022	633.08	.00	
Total STORM DRAIN PROJECTS:					633.08	.00	
Total STORM DRAIN UTILITY FUND:					1,233.73	.00	
CAPITAL PROJECTS FUND							
MISC PROJECTS							
49-90-502 ADMIN 2023							
3312	GENEVA ROCK PRODUC	2603695	G MOUNTAIN PROJECT/BLOCKS	11/15/2022	3,400.00	.00	
3950	HONEY BUCKET	0553155936	RESTROOM RENTAL	11/16/2022	87.14	.00	
3950	HONEY BUCKET	0553157008	CREDIT	11/16/2022	12.14-	.00	
3970	HORROCKS ENGINEERS	72624	G MOUNTAIN REHABILITATION	10/10/2022	20,900.00	.00	
49-90-990 FIRE EXPENSES							
7449	SIDDONS MARTIN EMER	102326	FIRE/2022 FORD F550 RESCUE TR	11/17/2022	216,402.24	.00	
Total MISC PROJECTS:					240,777.24	.00	
Total CAPITAL PROJECTS FUND:					240,777.24	.00	
WATER FUND							
EXPENDITURES							
51-40-250 VEHICLE EXPENSE							
675	AUTO ZONE STORES, IN	6231048581	WATER/VEHICLE EXPENSE	09/27/2022	180.99	.00	
675	AUTO ZONE STORES, IN	6231048893	WATER/VEHICLE EXPENSE	09/27/2022	151.12	.00	
675	AUTO ZONE STORES, IN	6231053690	WATER/VEHICLE EXPENSE	10/04/2022	12.15	.00	
675	AUTO ZONE STORES, IN	6231069587	WATER/VEHICLE EXPENSE	10/26/2022	51.62	.00	
51-40-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	12012022	PUBLIC WORKS/PHONE EXPENSE	12/01/2022	122.66	.00	
51-40-285 CELLULAR SERVICES							
9131	VERIZON WIRELESS	9919510163	SEC WATER PUMP HOUSE	11/23/2022	20.02	.00	
51-40-340 TESTING & ANALYSIS							
6938	RICHARDS LABORATORI	36297	WATER/TESTING	11/25/2022	500.00	.00	
6938	RICHARDS LABORATORI	36359	WATER TESTING	11/29/2022	350.00	.00	
51-40-420 STREET REPAIRS							
579	ASPHALT MATERIALS IN	217785	WATER/ASPHALT	11/19/2022	98.64	.00	
4542	KILGORE COMPANIES LL	1100462	WATER/ROADBASE	11/23/2022	1,014.48	.00	
51-40-600 REPAIR & MAINTENANCE							
1368	C-A-L RANCH STORES	13006/8	WATER/ASSORTED SUPPLIES	11/08/2022	70.97	.00	
1368	C-A-L RANCH STORES	13007/8	WATER/ASSORTED SUPPLIES	11/08/2022	142.95	.00	
1368	C-A-L RANCH STORES	13009/8	WATER/ASSORTED SUPPLIES	11/09/2022	184.99	.00	
1368	C-A-L RANCH STORES	13011/8	WATER/ASSORTED SUPPLIES	11/09/2022	159.73	.00	
2192	D AND L SUPPLY CO., IN	138175	WATER/DEPARTMENTAL SUPPLIES	11/02/2022	750.00	.00	
7141	RURAL WATER ASSOC O	14189	WATER/EQUIPMENT RENTAL	09/09/2022	100.00	.00	
51-40-610 MISCELLANEOUS EXPENSE							
4225	INTERMOUNTAIN WORK	3367602	WATER/DRUG TESTING	10/13/2022	34.00	.00	
Total EXPENDITURES:					3,944.32	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
WATER CAPITAL PROJECTS							
51-70-885 FIRE HYDRANT REPLACEMENT							
6134	PETERSON PLUMBING S	2939203	WATER/FIRE HYDRANTS	11/18/2022	3,061.34	.00	
Total WATER CAPITAL PROJECTS:					3,061.34	.00	
Total WATER FUND:					7,005.66	.00	
SEWER FUND							
EXPENDITURES							
52-40-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	12012022	PUBLIC WORKS/PHONE EXPENSE	12/01/2022	122.66	.00	
52-40-350 CHARGES FOR TREATMENT							
8422	TIMP. SPECIAL SERVICE	10312022	WASTEWATER TREATMENT	10/31/2022	222,537.50	.00	
52-40-480 DEPARTMENTAL SUPPLIES							
974	BISCO	1667167	SEWER/DEPARTMENTAL SUPPLIES	11/23/2022	347.80	.00	
Total EXPENDITURES:					223,007.96	.00	
Total SEWER FUND:					223,007.96	.00	
METROPOLITAN WATER DIST.							
53-40-540 IRRIGATION WATER ASSESMENTS							
5720	NORTH UNION, IRRIGATI	11302022	ASSESSMENT	11/30/2022	12,447.20	.00	
Total :					12,447.20	.00	
Total METROPOLITAN WATER DIST.:					12,447.20	.00	
SECONDARY WATER							
EXPENDITURES							
54-40-270 POWER EXPENSE							
7062	ROCKY MOUNTAIN POW	11162022	WALKER BOOSTER PUMP	11/16/2022	1,064.62	.00	
54-40-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	12012022	PUBLIC WORKS/PHONE EXPENSE	12/01/2022	122.66	.00	
54-40-540 WATER SHARE ASSESSMENTS							
5720	NORTH UNION, IRRIGATI	11292022	ASSESSMENT	11/30/2022	6,158.00	.00	
8937	UTAH LAKE DISTRIBUTIN	525879	SEC WATER/ASSESSMENTS	11/22/2022	1,939.50	.00	
8937	UTAH LAKE DISTRIBUTIN	525880	SEC WATER/ASSESSMENTS	11/22/2022	595.50	.00	
8937	UTAH LAKE DISTRIBUTIN	525881	SEC WATER/ASSESSMENTS	11/22/2022	1,015.50	.00	
8937	UTAH LAKE DISTRIBUTIN	525882	SEC WATER/ASSESSMENTS	11/22/2022	1,057.50	.00	
Total EXPENDITURES:					11,953.28	.00	
Total SECONDARY WATER:					11,953.28	.00	
SANITATION FUND							
EXPENDITURES							
62-40-432 TIPPING FEES							
5715	NORTH POINTE SOLID W	116520-113020	RESIDENTIALGARBAGE DISPOSAL	11/30/2022	33,558.86	.00	
62-40-435 RECYCLING COLLECTION							
6850	REPUBLIC SERVICES	11262022	GLASS RECYCLING EXPENSE	11/26/2022	389.09	.00	
62-40-437 CITY CLEANUP							
6850	REPUBLIC SERVICES	11262022	CLEAN UP EXPENSE	11/26/2022	5,423.20	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net	Amount Paid	Date Paid
					Invoice Amount		
Total EXPENDITURES:					39,371.15	.00	
Total SANITATION FUND:					39,371.15	.00	
SWIMMING POOL							
SWIMMING POOL							
71-73-390 BUILDING MAINTENANCE							
6850	REPUBLIC SERVICES	11262022	MULTI DEPT/GARBAGE COLLECTIO	11/26/2022	320.23	.00	
71-73-460 CONCESSION STAND EXPENSE							
8877	UTAH COUNTY HEALTH	11052022	POOL SNACK BAR FOOD PERMIT	11/02/2022	165.00	.00	
Total SWIMMING POOL:					485.23	.00	
Total SWIMMING POOL:					485.23	.00	
COMMUNITY CENTER							
72-71-062 COMMUNITY CTR - BLDG MAINT							
6850	REPUBLIC SERVICES	11262022	MULTI DEPT/GARBAGE COLLECTIO	11/26/2022	374.07	.00	
8678	UNIFIRST CORPORATIO	11/21/2022	MULTI DEPT/ RUG CLEANING	11/21/2022	329.05	.00	
72-71-410 PROGRAM SUPPLIES & EQUIPMENT							
8219	TEXTILE TEAM OUTLET	5223	REC/UNIFORMS	10/19/2022	860.00	.00	
72-71-420 CONTRACTED SERVICES							
1522	CERTIFIED ALARM SERVI	19554	MONITORING SERVICES	09/10/2022	33.00	.00	
1522	CERTIFIED ALARM SERVI	19588	MONITORING SERVICES	09/10/2022	38.00	.00	
1522	CERTIFIED ALARM SERVI	19866	MONITORING SERVICES	11/10/2022	33.00	.00	
1522	CERTIFIED ALARM SERVI	19898	MONITORING SERVICES	11/10/2022	38.00	.00	
1905	COMCAST	11152022	REC/INTERNET SERVICE	11/15/2022	246.99	.00	
8071	SUPERIOR WATER & AIR,	215234671	REC/BOTTLED WATER	06/01/2022	30.00	.00	
8071	SUPERIOR WATER & AIR,	218285635	REC/BOTTLED WATER	07/01/2022	30.00	.00	
8071	SUPERIOR WATER & AIR,	221021997	REC/BOTTLED WATER	08/01/2022	30.00	.00	
8071	SUPERIOR WATER & AIR,	225608288	REC/BOTTLED WATER	09/01/2022	30.00	.00	
8071	SUPERIOR WATER & AIR,	228207170	REC/BOTTLED WATER	10/01/2022	30.00	.00	
8071	SUPERIOR WATER & AIR,	230828817	REC/BOTTLED WATER	11/01/2022	30.00	.00	
8877	UTAH COUNTY HEALTH	11022022	MANILA FIELD CONCESSIONS	11/02/2022	165.00	.00	
8877	UTAH COUNTY HEALTH	11032022	SHANNON FIELD CONCESSIONS	11/02/2022	165.00	.00	
9505	WILKINS, BRENT	111922	REC/BATHROOM COUNTERTOPS	11/19/2022	7,300.00	.00	
72-71-460 CONCESSION STAND EXPENSE							
1863	SWIRE COCA-COLA USA,	13310205141	REC/CONCESSION STAND EXPENS	11/18/2022	165.70	.00	
Total :					9,927.81	.00	
Total COMMUNITY CENTER:					9,927.81	.00	
CULTURAL ARTS							
PROGRAM EXPENDITURES							
73-71-552 PG PLAYERS							
2763	EVERETT, VANCE L.	11302022	PG PLAYERS/REIMB. FOR TICKETI	11/30/2022	2,510.31	.00	
Total PROGRAM EXPENDITURES:					2,510.31	.00	
Total CULTURAL ARTS:					2,510.31	.00	
RECREATION							
CARE TAX							

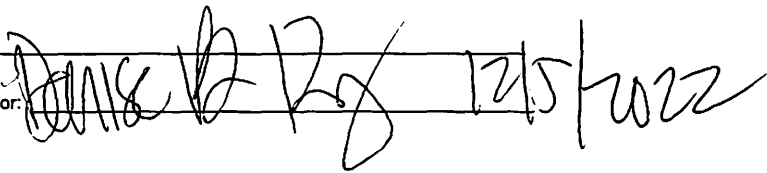
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
76-76-704 LIBRARY							
307	AMAZON	11092022	LIB/ASSORTED ITEMS	11/09/2022	46.77	.00	
76-76-804 REC PROJECTS 2023							
970	BJ PLUMBING SUPPLY	977881	POOL/SHOWER HEADS	11/25/2022	23,816.00	.00	
Total CARE TAX:					23,862.77	.00	
Total RECREATION:					23,862.77	.00	
Grand Totals:					894,473.97	.00	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Finance Director:  12/5/2022

Report Criteria:

Invoices with totals above \$0 included.

Only unpaid invoices included.