

Pleasant View City Council

Meeting Agenda

Tuesday, July 11, 2023

6:00 p.m.

6:00 P.M. 1. **Introduction.**

- a. Pledge of Allegiance and Opening Prayer, Reading or Expression of Thought:
(*Councilmember Dave Marriott*)
- b. Declaration of Conflicts of Interest
- c. Public Comments/Questions for the Mayor & Council (limited to 3 minutes)

6:05 P.M. 2. **Consent Items.**

- a. Bills of Pleasant View City
- b. Minutes of April 25, 2023 (open & closed) and June 27, 2023.

6:10 P.M. 3. **Building/Fire Code Amendment.** Discussion and consideration of an amendment to the Building/Fire Codes, Ordinance 2023-15. (*Presenter: Amy Mabey*)

6:20 P.M. 4. **Professional Services Agreement with TecServ, Inc.** Discussion and consideration of a professional services agreement with TecServ, Inc. for IT Services. (*Presenter: Amy Mabey*)

6:30 P.M. 5. **Closed Meeting.** Consideration for a closed meeting pursuant to one or more of the provisions of the Utah Open and Public Meetings Law, Utah Code § 52-4-205(1).

6. **Other Business**

7. **Adjournment**

Public Notice is hereby given that the City Council of Pleasant View, Utah will hold a Public Meeting in the city office at 520 West Elberta Dr. in Pleasant View, Utah on Tuesday, July 11, 2023, commencing at 6:00 PM.

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Pleasant View City Office at 801-782-8529, at least 24 hours prior to the meeting.

The City Council at its discretion may change the order and times of the agenda items.

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only paid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
10-13120 DEVELOPMENT RECEIVABLES					
JONES & ASSOCIATES	21499	DEVELOPER RECEIVABLES	05/31/2023	5,586.25	5,586.25
Total 10-13120 DEVELOPMENT RECEIVABLES:				5,586.25	5,586.25
10-13122 UTAH SALES TAX PAID RECEIVABLE					
JONES SHIRTS AND SIGNS	4391	SALES TAX	05/08/2023	22.86	22.86
JONES SHIRTS AND SIGNS	4392	SALES TAX	06/16/2023	16.06	16.06
JONES SHIRTS AND SIGNS	4394	SALES TAX	06/14/2023	11.53	11.53
JONES SHIRTS AND SIGNS	4662	SALES TAX	06/16/2023	77.23	77.23
ZION'S BANK-BANKCARD CENT	061623-AMAN	SMITHS-SALES TAX	06/16/2023	3.21	3.21
ZION'S BANK-BANKCARD CENT	061623-AMY	JERSEY MIKES-SALES TAX	06/16/2023	3.40	3.40
ZION'S BANK-BANKCARD CENT	061623-CINDY	AED SUPERSTORE-SALES TAX	06/16/2023	284.78	284.78
ZION'S BANK-BANKCARD CENT	061623-CINDY	COSTCO WHS-SALES TAX	06/16/2023	.57	.57
ZION'S BANK-BANKCARD CENT	061623-CINDY	AED SUPERSTORE-SALES TAX	06/16/2023	16.10	16.10
ZION'S BANK-BANKCARD CENT	061623-CINDY	COSTCO WHS-SALES TAX	06/16/2023	.96	.96
ZION'S BANK-BANKCARD CENT	061623-CITY H	AMZN MKTPLC-SALES TAX	06/16/2023	2.17	2.17
ZION'S BANK-BANKCARD CENT	061623-CITY H	AMZN MKTPLC-SALES TAX	06/16/2023	2.17	2.17
ZION'S BANK-BANKCARD CENT	061623-HEATH	SAMSClub-SALES TAX	06/16/2023	42.49	42.49
ZION'S BANK-BANKCARD CENT	061623-HEATH	SMITHS-SALES TAX	06/16/2023	1.89	1.89
ZION'S BANK-BANKCARD CENT	061623-HEATH	LEES MKTPLC-SALES TAX	06/16/2023	1.50	1.50
ZION'S BANK-BANKCARD CENT	061623-POLIC	ACTION TARGETS-SALES TAX	06/16/2023	10.98	10.98
ZION'S BANK-BANKCARD CENT	061623-POLIC	LOWES-SALES TAX	06/16/2023	.76	.76
ZION'S BANK-BANKCARD CENT	061623-POLIC	AUTOANYTHING-SALES TAX	06/16/2023	46.98	46.98
ZION'S BANK-BANKCARD CENT	061623-POLIC	LITTLE CAESARS-SALES TAX	06/16/2023	4.62	4.62
ZION'S BANK-BANKCARD CENT	061623-POLIC	ACTION TARGETS-SALES TAX	06/16/2023	2.50	2.50
ZION'S BANK-BANKCARD CENT	061623-PW'S	PIZZA MAN-SALES TAX	06/16/2023	10.47	10.47
Total 10-13122 UTAH SALES TAX PAID RECEIVABLE:				563.23	563.23
10-22500 INSURANCE PAYABLE					
AFLAC	124290	MONTHLY INSURANCE PREMIUM	06/11/2023	126.22	126.22
HEALTHEQUITY INC.	7KUY4A5	HSA FEES	06/06/2023	6.75	6.75
PEHP-LTD	060323	Long Term Disability Premium	06/03/2023	385.32	385.32
PEHP-LTD	061723	Long Term Disability Premium	06/17/2023	938.19	938.19
PUBLIC EMPLOYEES HEALTH P	060123	EMPLOYEES HEALTH INSURANCE	06/01/2023	40,068.11	40,068.11
WASHINGTON NATIONAL INS C	P2332005	SECONDARY INSURANCE	06/01/2023	86.65	86.65
Total 10-22500 INSURANCE PAYABLE:				41,611.24	41,611.24
10-35-100 COURT FINES					
UTAH STATE TREASURER	JUNE2023	90% SURCHARGE	06/30/2023	2,084.27	2,084.27
UTAH STATE TREASURER	JUNE2023	35% SURCHARGE	06/30/2023	2,985.34	2,985.34
UTAH STATE TREASURER	JUNE2023	80% OF \$32 COURT SECURITY SURCHARGE	06/30/2023	3,316.05	3,316.05
UTAH STATE TREASURER	JUNE2023	100% OF \$8 COURT SECURITY SURCHARGE	06/30/2023	3,618.54	3,618.54
UTAH STATE TREASURER	JUNE2023	DEFERRED PROSECUTION ADMINISTRATIVE FEE	06/30/2023	40.00	40.00
Total 10-35-100 COURT FINES:				12,044.20	12,044.20
10-41-220 PUBLIC NOTICES					
WATKINS PRINTING	71500	UTILITY BILL/JUNE NEWSLETTER	06/05/2023	1,555.54	1,555.54
WATKINS PRINTING	71501	JUNE NEWSLETTER	06/05/2023	1,302.22	1,302.22
WATKINS PRINTING	71512	STOCK	06/28/2023	509.98	509.98

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 10-41-220 PUBLIC NOTICES:				3,367.74	3,367.74
10-41-620 MISCELLANEOUS					
ZION'S BANK-BANKCARD CENT	061623-AMY	HUGHES CAFE-COUNCIL MEETING DINNER	06/16/2023	210.00	210.00
Total 10-41-620 MISCELLANEOUS:				210.00	210.00
10-42-240 OFFICE SUPPLIES AND EXPENSE					
ZION'S BANK-BANKCARD CENT	061623-AMAN	ODP BUS SOL LLC-COURT SUPPLIES	06/16/2023	319.99	319.99
Total 10-42-240 OFFICE SUPPLIES AND EXPENSE:				319.99	319.99
10-42-310 PROFESSIONAL & TECHNICAL					
GAGE ARNOLD	JUNE2023	MONTHLY ATTORNEY SERVICE	06/27/2023	1,675.00	1,675.00
Total 10-42-310 PROFESSIONAL & TECHNICAL:				1,675.00	1,675.00
10-43-230 TRAVEL					
ZION'S BANK-BANKCARD CENT	061623-AMY	HILTON LONG BEACH-ICMA LODGING FOR AMY	06/16/2023	423.70	423.70
Total 10-43-230 TRAVEL:				423.70	423.70
10-43-620 MISCELLANEOUS SERVICES					
ZION'S BANK-BANKCARD CENT	061623-AMAN	SMITHS-SNACKS FOR TRAINING	06/16/2023	84.19	84.19
ZION'S BANK-BANKCARD CENT	061623-AMY	HUGHES CAFE-LUNCH MEETING W/NORTH OGDEN	06/16/2023	85.22	85.22
ZION'S BANK-BANKCARD CENT	061623-AMY	JERSEY MIKES-MODERATE INCOME HOUSING TOUR LU	06/16/2023	41.26	41.26
Total 10-43-620 MISCELLANEOUS SERVICES:				210.67	210.67
10-49-300 ENGINEER					
JONES & ASSOCIATES	21498	GENERAL ENGINEERING COORDINATION	05/31/2023	4,192.75	4,192.75
JONES & ASSOCIATES	21498	GENERAL INFORMATION RELATED TO POTENTIAL DEVE	05/31/2023	173.75	173.75
Total 10-49-300 ENGINEER:				4,366.50	4,366.50
10-49-310 ATTORNEY					
HELGESEN, HOUTZ & JONES	060123	ATTORNEY SERVICE	06/01/2023	135.00	135.00
Total 10-49-310 ATTORNEY:				135.00	135.00
10-50-260 BLDGS/GROUNDS -SUPPLIES/MAINT.					
ANDERSON HVAC INC	36843	POLICE WING A/C REPAIR	05/24/2023	236.56	236.56
JONES SHIRTS AND SIGNS	4669	CLOSED DUE TO WET CONDITIONS SIGNS	06/06/2023	24.12	24.12
LES OLSON CO.	EA1283671	COPIER CONTRACT	06/07/2023	1,189.16	1,189.16
ZION'S BANK-BANKCARD CENT	061623-PW'S	JONES SHIRTS & SIGNS-FIELD CLOSED SIGNS	06/16/2023	432.00	432.00
Total 10-50-260 BLDGS/GROUNDS -SUPPLIES/MAINT.:				1,881.84	1,881.84
10-50-270 UTILITIES					
ROCKY MOUNTAIN POWER	052323	ACCT #48448856-0091	05/23/2023	71.60	71.60
Total 10-50-270 UTILITIES:				71.60	71.60
10-50-280 TELEPHONE					
CENTURY LINK	644501231	INTERNET	06/04/2023	242.18	242.18
Tellgent IP	60763	PHONES	06/15/2023	1,085.43	1,085.43

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 10-50-280 TELEPHONE:				1,327.61	1,327.61
10-50-620 CONTRACTUAL SERVICES					
CASELLE	124952	CONTRACT SUPPORT & MAINTENANCE	06/01/2023	810.30	810.30
TECSERV, INC.	15553	SOPHOS (3 YEARS)	06/28/2023	8,496.32	8,496.32
Total 10-50-620 CONTRACTUAL SERVICES:				9,306.62	9,306.62
10-51-250 EQUIP/SUPPLIES/MAINTENANCE					
STRIVE WORKPLACE SOLUTIO	WO-133686-1	TIME CARD CLIP BOARDS	06/23/2023	17.34	17.34
ZION'S BANK-BANKCARD CENT	061623-SHOP	OREILLY AUTO-GASKET MAKER STOCK	06/16/2023	12.49	12.49
ZION'S BANK-BANKCARD CENT	061623-STRE	MOUNTAINLAND SUPPLY-RUBBER GLOVES & SAFETY G	06/16/2023	251.82	251.82
Total 10-51-250 EQUIP/SUPPLIES/MAINTENANCE:				281.65	281.65
10-51-270 UTILITIES					
ROCKY MOUNTAIN POWER	042023	530 W ELBERTA DR	04/20/2023	205.68	205.68
ROCKY MOUNTAIN POWER	052323	ACCT# 448448856-0117	05/23/2023	507.03	507.03
Total 10-51-270 UTILITIES:				712.71	712.71
10-53-120 SALARIES/STIPENDS					
ANDY NEF	062723	JUNE PC MEETING	06/27/2023	50.00	50.00
CHAD KOTTER	061723	JUNE PC MEETING	06/17/2023	50.00	50.00
DAVID GOSSNER	061723	JUNE PC MEETING	06/17/2023	50.00	50.00
DAVID PARK	061723	JUNE PC MEETING	06/17/2023	50.00	50.00
DEAN STOKES	061723	JUNE PC MEETING	06/17/2023	50.00	50.00
JULIE FARR	061723	JUNE PC MEETING	06/17/2023	50.00	50.00
MANYA STOLROW	061723	JUNE PC MEETING	06/17/2023	50.00	50.00
SEAN WILKINSON	061723	JUNE PC MEETING	06/17/2023	50.00	50.00
Total 10-53-120 SALARIES/STIPENDS:				400.00	400.00
10-53-130 EMPLOYEE BENEFITS					
URS	052023	RETIREMENT-BALANCE DUE (BRANDON BELL)	05/20/2023	541.42	541.42
Total 10-53-130 EMPLOYEE BENEFITS:				541.42	541.42
10-53-230 TRAVEL					
ZION'S BANK-BANKCARD CENT	061623-PLAN	SPRINGHILL SUITES VERN-CREDIT FOR ERRONEOUS C	06/16/2023	3.04-	3.04-
Total 10-53-230 TRAVEL:				3.04-	3.04-
10-53-310 PROFESSIONAL/TECHINCAL SERVICE					
JONES & ASSOCIATES	21498	CITY INSPECT SET UP ASSISTANCE	05/31/2023	705.00	705.00
Total 10-53-310 PROFESSIONAL/TECHINCAL SERVICE:				705.00	705.00
10-54-130 EMPLOYEE BENEFITS-GRP 1					
URS	061723	BALANCE DUE RETIREMENT-MARCIE STROMBER	06/17/2023	98.63	98.63
Total 10-54-130 EMPLOYEE BENEFITS-GRP 1:				98.63	98.63
10-54-240 OFFICE SUPPLIES AND EXPENSE					
OGDEN LITHO INC	60323	PD BUSINESS CARDS	06/13/2023	96.00	96.00
ZION'S BANK-BANKCARD CENT	061623-POLIC	AMZN MKTPLC-OFFICE SUPPLIES	06/16/2023	26.99	26.99
ZION'S BANK-BANKCARD CENT	061623-POLIC	AMZN MKTPLC-CERTIFICATE FRAMES	06/16/2023	29.99	29.99

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
ZION'S BANK-BANKCARD CENT	061623-POLIC	LITTLE CAESARS-PD PIZZA FOR TRAINING	06/16/2023	25.65	25.65
ZION'S BANK-BANKCARD CENT	061623-POLIC	FARR WEST JUMBO BURGERS-PD LUNCH MEETING	06/16/2023	41.48	41.48
ZION'S BANK-BANKCARD CENT	061623-RYON	OGDEN PIZZERIA-PD LUNCH	06/16/2023	32.30	32.30
Total 10-54-240 OFFICE SUPPLIES AND EXPENSE:				252.41	252.41
10-54-250 SUPPLIES/MAINTENANCE					
ZION'S BANK-BANKCARD CENT	061623-POLIC	LOWES-PD EQUIPMENT	06/16/2023	10.48	10.48
ZION'S BANK-BANKCARD CENT	061623-POLIC	A-1 UNIFORMS-PD EMBROIDERING	06/16/2023	92.64	92.64
ZION'S BANK-BANKCARD CENT	061623-POLIC	CDW GOVT-USB CABLE	06/16/2023	20.34	20.34
ZION'S BANK-BANKCARD CENT	061623-POLIC	CDW GOVT-THERMAL PAPER FOR PD PRINTERS	06/16/2023	682.76	682.76
ZION'S BANK-BANKCARD CENT	061623-POLIC	CDW GOVT-VEHICLE PRINTER MOUNT	06/16/2023	95.69	95.69
ZION'S BANK-BANKCARD CENT	061623-POLIC	AMAZON.COM-PD COMPUTER SUPPLIES	06/16/2023	359.91	359.91
Total 10-54-250 SUPPLIES/MAINTENANCE:				1,261.82	1,261.82
10-54-251 VEHICLE:FUEL					
FUEL NETWORK	F2311E00968	PD VEHICLE FUEL	06/05/2023	4,393.99	4,393.99
Total 10-54-251 VEHICLE:FUEL:				4,393.99	4,393.99
10-54-252 VEHICLE: EQUIPMENT					
ZION'S BANK-BANKCARD CENT	061623-POLIC	CARHARTT-CREDIT FOR RETURN	06/16/2023	225.24-	225.24-
ZION'S BANK-BANKCARD CENT	061623-POLIC	AUTOANYTHING-BALLISTIC SEAT COVERS	06/16/2023	604.76	604.76
Total 10-54-252 VEHICLE: EQUIPMENT:				379.52	379.52
10-54-253 VEHICLE: MAINTENANCE					
WOODRUFF POINT	0007116	PD VEHICLE MAINTENANCE	06/14/2023	89.63	89.63
YOUNG OF BRIGHAM CITY	52386	PD VEHICLE MAINTENANCE	06/03/2023	118.36	118.36
ZION'S BANK-BANKCARD CENT	061623-POLIC	ULITMATE EXPRESS CAR WASH-PD CAR WASH CARDS	06/16/2023	315.00	315.00
Total 10-54-253 VEHICLE: MAINTENANCE:				522.99	522.99
10-54-740 CAPITAL OUTLAY - EQUIPMENT					
SMITH & EDWARDS CO.	255746	PD FIREARMS SUPPLIES (GLASSES)	05/17/2023	8.52	8.52
ZION'S BANK-BANKCARD CENT	061623-POLIC	ACTION TARGETS-PD FIREARMS SUPPLIES	06/16/2023	168.30	168.30
ZION'S BANK-BANKCARD CENT	061623-POLIC	ACTION TARGETS-PD FIREARMS SUPPLIES	06/16/2023	34.50	34.50
Total 10-54-740 CAPITAL OUTLAY - EQUIPMENT:				211.32	211.32
10-58-310 PROFESSIONAL & TECHNICAL					
BEACON CODE CONSULTING	06042195	BUILDING INSPECTION SERVICES	05/15/2023	6,240.00	6,240.00
SUNRISE ENGINEERING INC	0134276	SERVICES THROUGH MAY 27, 2023	06/01/2023	1,840.00	1,840.00
Total 10-58-310 PROFESSIONAL & TECHNICAL:				8,080.00	8,080.00
10-59-250 EQUIPMENT-SUPPLIES & MAINTENAN					
ZION'S BANK-BANKCARD CENT	061623-HEATH	SMTIHS-ICE CREAM SANDWICHES FOR CERT	06/16/2023	62.93	62.93
ZION'S BANK-BANKCARD CENT	061623-HEATH	LEES MKTPLC-ICE CREAM SANDWICHES FOR CERT	06/16/2023	49.95	49.95
Total 10-59-250 EQUIPMENT-SUPPLIES & MAINTENAN:				112.88	112.88
10-60-130 EMPLOYEE BENEFITS					
URS	052023	RETIREMENT - BALANCE DUE GAGE TAYLOR	05/20/2023	2.42	2.42
Total 10-60-130 EMPLOYEE BENEFITS:				2.42	2.42

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
10-60-250 EQUIP/SUPPLIES/MAINTENANCE					
ZION'S BANK-BANKCARD CENT	061623-STRE	C-A-L RANCH STORES-WEED EATER STRING-2 STROKE	06/16/2023	38.98	38.98
Total 10-60-250 EQUIP/SUPPLIES/MAINTENANCE:				38.98	38.98
10-60-253 VEHICLE: MAINTENANCE					
COMMERCIAL TIRE	127852	#7 PT 4 TIRES	05/19/2023	969.57	969.57
RUSH TRUCK CENTERS	23032304678	DT #11 SERVICE	04/28/2023	845.25	845.25
RUSH TRUCK CENTERS	302313586	DT #10 SERVICE	04/28/2023	264.00	264.00
ZION'S BANK-BANKCARD CENT	061623-PW'S	RUSH TRK CTR-DT #6 ENGINE/TRANNY SERVICE & REPA	06/16/2023	1,679.76	1,679.76
ZION'S BANK-BANKCARD CENT	061623-SHOP	EVCO HOUSE OF HOSE-JOHN DEERE HYDRAULIC HOSE	06/16/2023	170.40	170.40
Total 10-60-253 VEHICLE: MAINTENANCE:				3,928.98	3,928.98
10-60-270 UTILITIES					
ROCKY MOUNTAIN POWER	052323	ACCT #48448856-0109	05/23/2023	2,234.36	2,234.36
ZION'S BANK-BANKCARD CENT	061623-HEATH	ROCKY MOUNTAIN POWER-STREETLIGHTS BILL	06/16/2023	1,349.64	1,349.64
Total 10-60-270 UTILITIES:				3,584.00	3,584.00
10-60-310 PROFESSIONAL/TECHNICAL SERVICE					
INTERMOUNTAIN WORKMED	OG3427818	DRUG SCREEN-MICHAEL MARCHESE & JAXON COOOK	06/02/2023	106.00	106.00
IWORQ	200529	WORK MANAGEMENT SOFTWARE	06/01/2023	1,275.00	1,275.00
JONES & ASSOCIATES	21498	PUBLIC WORKS STANDARDS UPDATES	05/31/2023	521.25	521.25
JONES & ASSOCIATES	21498	EXCAVATION ORDINANCE REVIEW	05/31/2023	698.75	698.75
JONES & ASSOCIATES	21498	2023 STREET MAINTENANCE	05/31/2023	5,144.00	5,144.00
JONES & ASSOCIATES	21498	STREETS MAP	05/31/2023	105.00	105.00
REEVE & ASSOCIATES, INC.	51719	1000 W ROADWAY CONVERSION	05/23/2023	700.00	700.00
ZION'S BANK-BANKCARD CENT	061623-PW'S	WOODRUFF POINT S-2014 F-150 EMISSIONS	06/16/2023	30.00	30.00
Total 10-60-310 PROFESSIONAL/TECHNICAL SERVICE:				8,580.00	8,580.00
10-60-491 TRANSPORTATION SALES TX EXPEND					
GENEVA ROCK PRODUCTS, IN	063023	1000 W ONE WAY TO TWO WAY CONVERSION	06/30/2023	84,542.58	84,542.58
JONES & ASSOCIATES	21498	2021 STREET LIGHT (CONSTRUCTION MANAGEMENT)	05/31/2023	34.75	34.75
JONES & ASSOCIATES	21498	1000 WEST ONE-WAY TO TWO-WAY CONVERSION	05/31/2023	969.25	969.25
Total 10-60-491 TRANSPORTATION SALES TX EXPEND:				85,546.58	85,546.58
10-63-250 EQUIPMENT-SUPPLIES & MAINTENAN					
JONES SHIRTS AND SIGNS	4682	YCC SHIRTS	06/16/2023	1,065.24	1,065.24
Total 10-63-250 EQUIPMENT-SUPPLIES & MAINTENAN:				1,065.24	1,065.24
10-70-250 EQUIP/SUPPLIES/MAINTENANCE					
ZION'S BANK-BANKCARD CENT	061623-PARKS	SUNSET KUBOTA-KUBOTA REPIARS & LOW PRESSURE	06/16/2023	43.91	43.91
ZION'S BANK-BANKCARD CENT	061623-PARKS	SUNSET KUBOTA-SMALL KUBOTA REPAIRS	06/16/2023	460.79	460.79
Total 10-70-250 EQUIP/SUPPLIES/MAINTENANCE:				504.70	504.70
10-70-260 BLDGS/GROUNDS-SUPPLIES & MAINT					
ZION'S BANK-BANKCARD CENT	061623-PARKS	DURKS PLMBNG-SPRINKLER REPAIRS @ OFFICE & CITY	06/16/2023	366.67	366.67
ZION'S BANK-BANKCARD CENT	061623-PARKS	IN*PORTA SPOT, LLC-PORTA POTTIES	06/16/2023	1,155.00	1,155.00
ZION'S BANK-BANKCARD CENT	061623-PARKS	SMITH & EDWARDS-GLOVES FOR PART TIMERS	06/16/2023	34.18	34.18
ZION'S BANK-BANKCARD CENT	061623-PARKS	IFA OGDEN-SHOVEL & WEED SPRAY	06/16/2023	299.26	299.26
ZION'S BANK-BANKCARD CENT	061623-PARKS	DURKS PLMBNG-FOUNTAIN REPAIRS	06/16/2023	29.52	29.52
ZION'S BANK-BANKCARD CENT	061623-PARKS	DURKS PLMBNG-SPRINKLER SYSTEM REPAIRS @ OFFI	06/16/2023	229.56	229.56
ZION'S BANK-BANKCARD CENT	061623-UTILITI	DURK'S PLMBNG-SPRINKLER REPAIRS	06/16/2023	367.50	367.50

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 10-70-260 BLDGS/GROUNDS-SUPPLIES & MAINT:				2,481.69	2,481.69
10-70-270 UTILITIES					
BONA VISTA WATER DISTRICT	053123	MULTI SPORTS COMPLEX WATER BILL	05/31/2023	91.99	91.99
ROCKY MOUNTAIN POWER	052323	ACCT #48448856-0075	05/23/2023	687.51	687.51
Total 10-70-270 UTILITIES:				779.50	779.50
10-71-250 EQUIP/SUPPLIES/MAINTENANCE					
SALT LAKE BEES	JB23017-IN	BASEBALL/SOFTBALL JERSEYS	06/22/2023	6,388.50	6,388.50
ZION'S BANK-BANKCARD CENT	061623-CINDY	COSTCO WHS-REC SNACKS	06/16/2023	18.88	18.88
ZION'S BANK-BANKCARD CENT	061623-CINDY	SMITH & EDWARDS-BASEBALL BAGS	06/16/2023	45.58	45.58
ZION'S BANK-BANKCARD CENT	061623-CINDY	AED SUPERSTORE-INFANT/CHILD PADS FOR AED	06/16/2023	222.00	222.00
ZION'S BANK-BANKCARD CENT	061623-CINDY	COSTCO WHS-REC SUPPLIES	06/16/2023	31.98	31.98
Total 10-71-250 EQUIP/SUPPLIES/MAINTENANCE:				6,706.94	6,706.94
10-75-670 FOUNDERS' DAY					
JONES SHIRTS AND SIGNS	4391	PC SHIRTS FOR FOUNDERS DAY	05/08/2023	315.36	315.36
JONES SHIRTS AND SIGNS	4392	ELECTED OFFICIALS FOUNDERS DAY SHIRTS	06/16/2023	221.58	221.58
JONES SHIRTS AND SIGNS	4394	SHIRTS FOR FOUNDERS DAY	06/14/2023	158.98	158.98
JONES SHIRTS AND SIGNS	4515	FEATHER SIGNS FOR SALMON BAKE	06/16/2023	486.00	486.00
JONES SHIRTS AND SIGNS	4533	STICKERS FOR FOUNDERS DAY BANNERS	06/02/2023	129.60	129.60
JONES SHIRTS AND SIGNS	4654	FOUNDERS DAY SIGNS	06/14/2023	243.00	243.00
JONES SHIRTS AND SIGNS	46595	PARADE SASHES	06/06/2023	55.77	55.77
JONES SHIRTS AND SIGNS	4673	STAFF FOUNDERS DAY SHIRTS	06/20/2023	126.56	126.56
JONES SHIRTS AND SIGNS	4778	BANNER FOR SPONSORS	06/21/2023	162.00	162.00
JONES SHIRTS AND SIGNS	4780	FOUNDERS DAY EVENT SIGNS	06/22/2023	202.50	202.50
JONES SHIRTS AND SIGNS	4788	SHIRTS FOR STEVE AND DANA (STEVE REIMBURSING F	06/23/2023	38.84	38.84
UTAH CORRECTIONAL INDUST	RE237E00188	FOUNDERS DAY BANNERS	05/30/2023	636.00	636.00
VORTEX PRODUCTIONS INC	062823	2023 FOUNDERS DAY FIREWORKS	06/28/2023	20,000.00	20,000.00
WATKINS PRINTING	71462	FD SALMON BAKE TICKETS	05/31/2023	416.41	416.41
ZION'S BANK-BANKCARD CENT	061623-CINDY	PLAN-IT RENTALS-FOAM MACHINE FOR FOUNDERS DAY	06/16/2023	385.00	385.00
ZION'S BANK-BANKCARD CENT	061623-CINDY	COSTCO WHS-PARADE CANDY	06/16/2023	508.00	508.00
ZION'S BANK-BANKCARD CENT	061623-CITY H	AMZN MKTPLC-BIKE PARADE CHIEF SHIRT-RETURNED (	06/16/2023	29.95	29.95
ZION'S BANK-BANKCARD CENT	061623-CITY H	AMZN MKTPLC-BIKE PARADE CHIEF SHIRT	06/16/2023	29.99	29.99
ZION'S BANK-BANKCARD CENT	061623-HEATH	SAMSLUB-SALMON BAKE SUPPLIES	06/16/2023	752.62	752.62
ZION'S BANK-BANKCARD CENT	061623-HEATH	WEBER COUNTY HEALTH DEPT-SALMON BAKE PERMIT	06/16/2023	50.00	50.00
ZION'S BANK-BANKCARD CENT	061623-PW'S	IFA OGDEN-DRINK TOUGHS FOR SALMON BAKE	06/16/2023	839.94	839.94
Total 10-75-670 FOUNDERS' DAY:				25,788.10	25,788.10
40-46-250 SPECIAL EVENTS					
SPECTRA DESIGN & SOUND	PVC-MOV0609	MOVIE IN THE PARK-06/09/23	06/09/2023	625.00	625.00
SPECTRA DESIGN & SOUND	PVC-MOV0623	MOVIE IN THE PARK-06/23/23	06/23/2023	650.00	650.00
ZION'S BANK-BANKCARD CENT	061623-CINDY	LEES MKTPLC-MOVIE IN THE PARK POPCORN	06/16/2023	59.90	59.90
Total 40-46-250 SPECIAL EVENTS:				1,334.90	1,334.90
40-46-730 IMPROVEMENTS - CONSTRUCTION					
ZION'S BANK-BANKCARD CENT	061623-HEATH	WEBER COUNTY HEALTH DEPT-VETERANS BREAKFAST	06/16/2023	50.00	50.00
Total 40-46-730 IMPROVEMENTS - CONSTRUCTION:				50.00	50.00
40-46-740 CAPITAL OUTLAY - EQUIPMENT					
GREENE'S INC.	653261	CLOCK ANCHOR CORE	05/31/2023	550.00	550.00
ZION'S BANK-BANKCARD CENT	061623-CINDY	AED SUPERSTORE-AED FOR RECREATION	06/16/2023	3,928.00	3,928.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 40-46-740 CAPITAL OUTLAY - EQUIPMENT:				4,478.00	4,478.00
41-40-220 PUBLIC EDUCATION/OUTREACH					
ZION'S BANK-BANKCARD CENT	061623-PW'S	SQ*QUALITY QUICK PRINT-SUPERINTENDENT BUSINES	06/16/2023	24.65	24.65
Total 41-40-220 PUBLIC EDUCATION/OUTREACH:				24.65	24.65
41-40-240 OFFICE SUPPLIES AND EXPENSE					
WATKINS PRINTING	71512	STOCK	06/28/2023	102.00	102.00
Total 41-40-240 OFFICE SUPPLIES AND EXPENSE:				102.00	102.00
41-40-250 EQUIP/SUPPLIES/MAINTENANCE					
ZION'S BANK-BANKCARD CENT	061623-STRE	MOUNTAINLAND SUPPLY-TOOLS TO PULL OUT GRATES	06/16/2023	889.05	889.05
ZION'S BANK-BANKCARD CENT	061623-STRE	C-A-L RANCH STORES-SPRAYER	06/16/2023	89.99	89.99
Total 41-40-250 EQUIP/SUPPLIES/MAINTENANCE:				979.04	979.04
41-40-310 PROFESSIONAL/TECHINCAL SERVICE					
CASELLE	124952	CONTRACT SUPPORT & MAINTENANCE	06/01/2023	13.14	13.14
JONES & ASSOCIATES	21498	GENERAL STORM WATER COMPLIANCE	05/31/2023	451.75	451.75
JONES & ASSOCIATES	21498	UTILITY MAPS-STORM DRAIN	05/31/2023	131.25	131.25
Total 41-40-310 PROFESSIONAL/TECHINCAL SERVICE:				596.14	596.14
41-40-610 MISCELLANEOUS SUPPLIES					
BLUE STAKES OF UTAH	UT202301259	220 BLUE STAKES	05/31/2023	65.70	65.70
Total 41-40-610 MISCELLANEOUS SUPPLIES:				65.70	65.70
41-46-310 PROFESSIONAL & TECHNICAL					
JONES & ASSOCIATES	21498	ROSSING OF RR AT 1325 W - CONSTRUCTION MANAGE	05/31/2023	543.00	543.00
JONES & ASSOCIATES	21498	BARKER FAMILY POND IMPROVEMENTS	05/31/2023	938.25	938.25
JONES & ASSOCIATES	21498	400 WEST STORM DRAIN-CONCEPT & DESIGN	05/31/2023	34.75	34.75
JONES & ASSOCIATES	21498	US 89 PW PROPERTY-PLANNING & DESIGN	05/31/2023	278.00	278.00
JONES & ASSOCIATES	21498	SD CROSSING OF RR AT 1325 W -DESIGN & PERMITTING	05/31/2023	183.50	183.50
Total 41-46-310 PROFESSIONAL & TECHNICAL:				1,977.50	1,977.50
43-40-310 PROFESSIONAL & TECHNICAL					
JONES & ASSOCIATES	21498	CITY HALL COMPLEX BEAUTIFICATION & DROUHGT RES	05/31/2023	592.00	592.00
JONES & ASSOCIATES	21498	CITY HALL ADA UPGRADES	05/31/2023	1,157.25	1,157.25
Total 43-40-310 PROFESSIONAL & TECHNICAL:				1,749.25	1,749.25
43-40-740 CAPTIAL OUTLAY - EQUIPMENT					
DELL MARKETING L.P.	200952502840	COMPUTER FOR PROSECUTOR	06/09/2023	1,040.40	1,040.40
PRO EDGE TECHNOLOGY LLC	6337	CAMERAS	05/30/2023	28,114.40	28,114.40
PRO EDGE TECHNOLOGY LLC	6338	CAMERAS	05/30/2023	6,095.74	6,095.74
Total 43-40-740 CAPTIAL OUTLAY - EQUIPMENT:				35,250.54	35,250.54
45-46-240 OFFICE SUPPLIES AND EXPENSE					
CASELLE	124952	CONTRACT SUPPORT & MAINTENANCE	06/01/2023	13.14	13.14
WATKINS PRINTING	71500	UTILITY BILL/JUNE NEWSLETTER	06/05/2023	388.88	388.88
WATKINS PRINTING	71512	STOCK	06/28/2023	101.99	101.99

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 45-46-240 OFFICE SUPPLIES AND EXPENSE:				504.01	504.01
45-46-310 PROFESSIONAL & TECHNICAL					
JONES & ASSOCIATES	21498	SKYLINE DRIVE PROJECT-DESIGN & ROW ACQUISITION	05/31/2023	1,146.75	1,146.75
JONES & ASSOCIATES	21498	SKYLINE DRIVE PROJECT-2022 REALIGNMENT INVESTIG	05/31/2023	347.50	347.50
JONES & ASSOCIATES	21498	2021 TRANSPORTATION CFP/IFFP/IFA AND ACTIVE TRAN	05/31/2023	208.50	208.50
JONES & ASSOCIATES	21498	GENERAL PLAN MAPS	05/31/2023	183.75	183.75
Total 45-46-310 PROFESSIONAL & TECHNICAL:				1,886.50	1,886.50
51-40-240 OFFICE SUPPLIES AND EXPENSE					
WATKINS PRINTING	71500	UTILITY BILL/JUNE NEWSLETTER	06/05/2023	388.89	388.89
WATKINS PRINTING	71512	STOCK	06/28/2023	102.00	102.00
Total 51-40-240 OFFICE SUPPLIES AND EXPENSE:				490.89	490.89
51-40-250 EQUIP/SUPPLIES/MAINTENANCE					
CUMMINS SALES & SERVICE	60-59863	GEN SET BATTERY REPLACEMENT	05/19/2023	216.56	216.56
HYDRO SPECIALTIES COMPAN	26950	CHLORINE SCALE	05/25/2023	3,738.00	3,738.00
JOHNSON ELECTRIC MOTOR I	11375	CHLORINE SCALE FAILURE TROUBLESHOOT	05/30/2023	120.00	120.00
LaRose Paving Inc	5641	ASPHALT WATER LEAK PATCHES	06/08/2023	6,910.00	6,910.00
MOUNTAINLAND SUPPLY COMP	S105453555.0	950 W WM LEAK VALVE	06/12/2023	1,331.18	1,331.18
THATCHER COMPANY	202310011069	CHLORINE GAS	04/11/2023	1,264.50	1,264.50
THATCHER COMPANY	202310011351	150 LBS CHLORINE	05/30/2023	1,348.50	1,348.50
THATCHER COMPANY	202310011429	150 LBS CHLORINE	06/14/2023	1,348.50	1,348.50
THATCHER COMPANY	202310090492	CYLINDER RETURN	06/01/2023	350.00-	350.00-
VFC	GR04546-IN	JESSIE WELL SCADA REPAIR	05/30/2023	1,876.00	1,876.00
ZION'S BANK-BANKCARD CENT	061623-UTILITI	FASTENAL COMPANY-MARKING PAINT, GLOVES, SAFETY	06/16/2023	224.62	224.62
ZION'S BANK-BANKCARD CENT	061623-UTILITI	MOUNTAINLAND SUPPLY-PRESSURE GAUGES	06/16/2023	83.11	83.11
ZION'S BANK-BANKCARD CENT	061623-UTILITI	MOUNTAINLAND SUPPLY-WATER MAIN BREAK PARTS	06/16/2023	1,463.27	1,463.27
ZION'S BANK-BANKCARD CENT	061623-UTILITI	FASTENAL COMPANY-RED BLUE STAKES PAINT	06/16/2023	49.54	49.54
Total 51-40-250 EQUIP/SUPPLIES/MAINTENANCE:				19,623.78	19,623.78
51-40-253 VEHICLE: MAINTENANCE					
WOODRUFF POINT	0007102	OIL CHANGE PT #12	06/13/2023	59.85	59.85
Total 51-40-253 VEHICLE: MAINTENANCE:				59.85	59.85
51-40-270 UTILITIES					
DOMINION ENERGY	ACCT# 994328	ACCT#9943289080	06/02/2023	33.94	33.94
DOMINION ENERGY	ACCT# 994328	ACCT #4827280000	06/02/2023	32.10	32.10
Total 51-40-270 UTILITIES:				66.04	66.04
51-40-280 TELEPHONE					
VERIZON WIRELESS	9936262508	PD COMPUTER JET PACKS	06/01/2023	1,120.52	1,120.52
Total 51-40-280 TELEPHONE:				1,120.52	1,120.52
51-40-310 PROFESSIONAL/TECHINICAL SERVICE					
BADGER METER	80128446	1021 UNITS AUTO READ SERVICE	05/30/2023	908.69	908.69
CASELLE	124952	CONTRACT SUPPORT & MAINTENANCE	06/01/2023	13.14	13.14
JONES & ASSOCIATES	21498	UTILITY MAPS-CULINARY WATER	05/31/2023	157.50	157.50
SMITH HARTVIGSEN, PLLC	59212	40 YR PLAN/WATER RIGHTS EXTENSION	05/31/2023	88.50	88.50
WEBER BASIN WATER CONSER	0073789	5 ROUTINE BAC T'S	06/07/2023	60.00	60.00
ZION'S BANK-BANKCARD CENT	061623-PW'S	PIZZA MAN-PIZZA FOR DWSP TRAINING	06/16/2023	130.43	130.43

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
ZION'S BANK-BANKCARD CENT	061623-TYSO	CHEMTECH FORD INC-4 ROUTINE BAC T'S	06/16/2023	120.00	120.00
Total 51-40-310 PROFESSIONAL/TECHINCAL SERVICE:				1,478.26	1,478.26
51-40-610 MISCELLANEOUS SUPPLIES					
BLUE STAKES OF UTAH	UT202301259	220 BLUE STAKES	05/31/2023	65.70	65.70
Total 51-40-610 MISCELLANEOUS SUPPLIES:				65.70	65.70
51-46-310 PROFESSIONAL & TECHNICAL					
JONES & ASSOCIATES	21498	DWSP PLAN-ALDER SPRING	05/31/2023	380.00	380.00
JONES & ASSOCIATES	21498	DWSP PLAN-LITTLE MISSOURI SPRING	05/31/2023	380.00	380.00
JONES & ASSOCIATES	21498	ZONE 1 RESERVOIR-PROPERTY NEGOTIATION/ACQUISI	05/31/2023	921.25	921.25
JONES & ASSOCIATES	21498	RESERVOIR 4 OVERFLOW MODIFICATION	05/31/2023	505.50	505.50
JONES & ASSOCIATES	21498	LEAD & COPPER RULE INVENTORY & COMPLIANCE	05/31/2023	2,246.00	2,246.00
JONES & ASSOCIATES	21498	800 W WATER LINE REPLACEMENT (3650 N TO 3925 N) D	05/31/2023	848.75	848.75
Total 51-46-310 PROFESSIONAL & TECHNICAL:				5,281.50	5,281.50
51-46-730 IMPROVEMENTS-CONSTRUCTION					
HYDRO SPECIALTIES COMPAN	26942	METER IMPROVEMENT PROJECT	05/23/2023	7,751.04	7,751.04
Total 51-46-730 IMPROVEMENTS-CONSTRUCTION:				7,751.04	7,751.04
53-40-100 CENTRAL WEBER SEWER DISTRICT					
CENTRAL WEBER SEWER IMP.	2327738	SEWER QUARTERLY FEE	06/06/2023	194,134.00	194,134.00
Total 53-40-100 CENTRAL WEBER SEWER DISTRICT:				194,134.00	194,134.00
53-40-240 OFFICE SUPPLIES AND EXPENSE					
WATKINS PRINTING	71500	UTILITY BILL/JUNE NEWSLETTER	06/05/2023	388.89	388.89
WATKINS PRINTING	71512	STOCK	06/28/2023	102.00	102.00
Total 53-40-240 OFFICE SUPPLIES AND EXPENSE:				490.89	490.89
53-40-250 EQUIP/SUPPLIES/MAINTENANCE					
PRO-PIPE	6600004316	GENERAL CLEANING	05/15/2023	530.48	530.48
Total 53-40-250 EQUIP/SUPPLIES/MAINTENANCE:				530.48	530.48
53-40-310 PROFESSIONAL/TECHINCAL SERVICE					
CASELLE	124952	CONTRACT SUPPORT & MAINTENANCE	06/01/2023	13.14	13.14
Total 53-40-310 PROFESSIONAL/TECHINCAL SERVICE:				13.14	13.14
53-40-610 MISCELLANEOUS SUPPLIES					
BLUE STAKES OF UTAH	UT202301259	220 BLUE STAKES	05/31/2023	65.71	65.71
Total 53-40-610 MISCELLANEOUS SUPPLIES:				65.71	65.71
53-46-310 PROFESSIONAL & TECHNICAL					
JONES & ASSOCIATES	21498	SEWER EXTENSION FOR SEPTIC ABANDONMENT	05/31/2023	347.50	347.50
Total 53-46-310 PROFESSIONAL & TECHNICAL:				347.50	347.50
55-40-240 OFFICE SUPPLIES AND EXPENSE					
WATKINS PRINTING	71500	UTILITY BILL/JUNE NEWSLETTER	06/05/2023	388.88	388.88
WATKINS PRINTING	71512	STOCK	06/28/2023	101.99	101.99

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 55-40-240 OFFICE SUPPLIES AND EXPENSE:				490.87	490.87
55-40-310 PROFESSIONAL AND TECH SERV					
CASELLE	124952	CONTRACT SUPPORT & MAINTENANCE	06/01/2023	13.14	13.14
Total 55-40-310 PROFESSIONAL AND TECH SERV:				13.14	13.14
55-40-500 COLLECTION-GARBAGE					
ECONO WASTE	600378	WASTE SERVICE	05/31/2023	14,930.58	14,930.58
Total 55-40-500 COLLECTION-GARBAGE:				14,930.58	14,930.58
55-40-501 COLLECTION-RECYCLING					
ECONO WASTE	600378	RECYCLING SERVICE	05/31/2023	9,457.35	9,457.35
Total 55-40-501 COLLECTION-RECYCLING:				9,457.35	9,457.35
55-40-511 DISPOSAL - RECYCLING					
RECYCLED EARTH	235685	RECYCLING DISPOSAL	05/17/2023	157.45	157.45
RECYCLED EARTH	236521	RECYCLING DISPOSAL	06/01/2023	164.56	164.56
RECYCLED EARTH	236612	RECYCLING DISPOSAL	06/02/2023	90.41	90.41
RECYCLED EARTH	236674	RECYCLING DISPOSAL	06/03/2023	195.03	195.03
RECYCLED EARTH	236875	RECYCLING DISPOSAL	06/07/2023	100.06	100.06
RECYCLED EARTH	236968	RECYCLING DISPOSAL	06/08/2023	108.69	108.69
RECYCLED EARTH	237026	RECYCLING DISPOSAL	06/09/2023	162.02	162.02
Total 55-40-511 DISPOSAL - RECYCLING:				978.22	978.22
60-40-230 TRAVEL					
EDC UTAH	11015	ICSC 2023 BASIC COMMUNITY MEMBERSHIP	06/14/2023	600.00	600.00
ZION'S BANK-BANKCARD CENT	061623-CITY H	DELTA AIR-ICSC CHECKED LUGGAGE FOR SARA	06/16/2023	30.00	30.00
ZION'S BANK-BANKCARD CENT	061623-CITY H	EMBASSY SUITES-PARKINGS (2 NIGHTS)	06/16/2023	34.00	34.00
ZION'S BANK-BANKCARD CENT	061623-CITY H	AVIS RENT-A-CAR-ICSC CAR RENTAL FOR SARA	06/16/2023	245.68	245.68
ZION'S BANK-BANKCARD CENT	061623-CITY H	EMBASSY SUITES-1 NT PRKNG/ALREADY REIMBURSED	06/16/2023	46.00	46.00
ZION'S BANK-BANKCARD CENT	061623-CITY H	DELTA AIR-CHECKED LUGGAGE FEE ICSC- SARA	06/16/2023	30.00	30.00
ZION'S BANK-BANKCARD CENT	061623-CITY H	SLC AIRPORT PARKING-CAR PARKING WHILE AT ICSC-S	06/16/2023	25.00	25.00
Total 60-40-230 TRAVEL:				1,010.68	1,010.68
60-46-310 PROFESSIONAL SERVICES					
JONES & ASSOCIATES	21498	RULON WHITE BLVD CONSTRUCTION	05/31/2023	208.50	208.50
JONES & ASSOCIATES	21499	FARR WEST/PV ROAD DEDICATION (2775 N)-APPROVAL	05/31/2023	140.75	140.75
Total 60-46-310 PROFESSIONAL SERVICES:				349.25	349.25
Grand Totals:				547,807.24	547,807.24

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
-------------	----------------	-------------	--------------	--------------------	-------------

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only paid invoices included.

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF PLEASANT VIEW CITY, UTAH**

April 25, 2023

The public meeting was held at City Hall, 520 W Elberta Drive, Pleasant View, Utah, commencing at 6:03 P.M.

MAYOR:

Leonard Call

COUNCILMEMBERS:

Ann Arrington
Steve Gibson
David Marriott
Philip Nelsen
Sara Urry

STAFF:

Amy Mabey
Laurie Hellstrom
Tyson Jackson
Brandon Bell
Ryon Hadley

VISITORS:

Jeff Lee
Cody Wilder
Dave Laloli
Rick Scadden
Shelly Bailey

1. Introduction.

a. Pledge of Allegiance and Opening Prayer, Reading or Expression of Thought
(Councilmember Phil Nelsen).

b. Declaration of Conflicts of Interest

None given.

c. Public Comments/Questions for the Mayor & Council (limited to 3 minutes)

2. Consent Items.

a. Bills of Pleasant View City.

Motion was made by CM Marriott to approve the consent items (bills of Pleasant View City).
2nd by CM Arrington. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM
Urry. 5-0

3. Public Hearing - Zoning Map Amendment - RE-20. Discussion and possible action to amend the City Code to include child daycare and nurseries as permitted uses in the RE-20 Residential Zone, Ordinance 2023-6. (Presenter: Brandon Bell)

Motion was made by CM Nelsen to go into a public hearing to consider amending the City Code to include child daycare and nurseries as permitted uses in the RE-20 Residential Zone, Ordinance 2023-6. 2nd by CM Urry. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

Brandon Bell: the applicant is requesting to adjust the text in the RE-20 to allow child daycare as a permitted use. The R-1 zone already allows it. The planning commission denied the request. They were concerned that by adding text it would open up the entire community. Mayor Call: public comments? None were given.

Motion was made by CM Gibson to end the public hearing. 2nd by CM Urry. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

CM Arrington: what are the parameters of the daycare such as the number of children and traffic? Brandon Bell: we are setting zone parameters not the number of children. That is with the state's professional licensing and the city is not involved. We can set setbacks, license them and building codes. Mayor Call: what about dropping off and parking? Brandon Bell: that is not part of the application. CM Urry: is it in the code? Brandon Bell: not in the current standards for daycares. CM Arrington: we have daycares in RE-20. Brandon Bell: they are home occupation daycares. CM Nelsen: in the current zone public schools are allowed in RE-20. It makes sense with similar boundary around the property. There could be noise with the daycare. Brandon Bell: they need 35 sq.ft. per child. We process by applicant with a specific site in mind. CM Gibson: I went to a preschool but the actual facility was not in a residential area. There is noise and parking needs and all of the RE-20 zone area would not be prepared for this. It would open up all of the RE-20 area. Brandon Bell: there is a similar zone, R-1. The applicant submitted that rezone request. CM Gibson: could we have a zone more spot on? Mayor Call: they can request the R-1 zone. CM Nelsen: how is that classified? CM Gibson: a stand-alone facility. CM Nelsen: it doesn't matter where it is at. CM Marriott: could it be allowed in a commercial zone? CM Urry: yes. Mayor Call: I would hate to open up all of RE-20.

Motion was made by CM Gibson to deny the request to amend the RE-20 Residential zone to include child daycare and nurseries as permitted uses. 2nd by CM Urry. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

4. Public Hearing - Municipal Boundary Adjustment with North Ogden. Discussion and possible action to approve a Municipal Boundary Adjustment with North Ogden located at approximately 3475 North 98 East at the city limits and related to the Rock Point Estate Subdivision in North Ogden, Ordinance 2023-7. (Presenter: Brandon Bell)

Motion was made by CM Urry to go into a public hearing to consider a Municipal Boundary Adjustment with North Ogden located at approximately 3475 North 98 East at the city limits and related to the Rock Point Estate Subdivision in North Ogden, Ordinance 2023-7. 2nd by CM Gibson. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

Brandon Bell: this was discussed in a prior city council meeting. Tonight is the public hearing. If approved it allows the mayor to sign the mylar which is then sent to the Lt. Governor's Office. It is a couple of 1,000 sq. ft. adjustment.

Motion was made by CM Marriott to close the public hearing. 2nd by CM Arrington. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

Motion was made by CM Gibson to approve Ordinance 2023-7 as stated (Municipal Boundary Adjustment with North Ogden located at approximately 3475 North 98 East at the city limits and related to the Rock Point Estate Subdivision in North Ogden). 2nd by CM Marriott. Roll call vote. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

5. Interlocal Agreement for RAMP Funding with Weber County. Discussion and possible action to approve an interlocal agreement with Weber County for RAMP grant funding for the Pickleball Courts Complex in the amount of \$477,773.67. (Presenter: Amy Mabey)

Motion was made by CM Arrington to adopt the interlocal agreement with Weber County for RAMP grant funding for the Pickleball Courts Complex in the amount of \$477,773.67. 2nd by CM Urry. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

6. Health Benefits Selection. Discussion and possible action to approve the PEHP Benefits Selection for medical and dental benefits for the 2023-2024 fiscal year.

(Presenter: Amy Mabey)

Amy Mabey: this is an increase from last year and we are shifting to a dental plan with better value and less expensive. Mayor Call: CM Arrington reviewed this change. Amy Mabey: this allows the employees to keep their doctors and it is a great recruitment tool.

Motion was made by CM Urry to approve as stated (approve the PEHP Benefits Selection for medical and dental benefits for the 2023-2024 fiscal year). 2nd by CM Nelsen. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

7. Land and Water Conservation Fund (LWCF) Grant. Consideration of a resolution approving the city's application for a LWCF grant for the pickleball courts project.

Amy Mabey: this is the remaining gap with Pickleball. The application requires a guarantee that the property will remain as open space in perpetuity. Also, the court can't be enclosed. We are applying for approximately \$619K.

Motion was made by CM Arrington to adopt Resolution 2023-F for the city's application for a LWCF grant for the pickleball courts project. 2nd by CM Gibson. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

8. Closed Meeting. Consideration for a closed meeting pursuant to one or more of the provisions of the Utah Open and Public Meetings Law, Utah Code § 52-4-205(1).

No closed meeting.

9. Other Business

Tyson Jackson: we have a decolorization with the water because it is moving and pulling the iron in the pipes. CM Marriott: how often do we do water samples? Tyson Jackson: 9 per month.

Ryon Hadley: we received an equipment grant in the amount of \$4,800. Hiring is slow.

Amy Mabey: presented the Dignity Index as presented at a ULCT conference through U of U. Other topics included being an advocate for city needs and challenges with what is coming and work and get solutions, financial policies and prevent fraud and the rainy-day fund, good books 'How to Kill a Community'. Upcoming item is a contract for the prosecutor.

CM Urry. The YCC dinner is Friday.

Mayor Call: the Founders Day meeting is May 23rd at 4pm.

10. Adjournment: 7:32 PM

**MINUTES OF THE CLOSED MEETING OF THE
CITY COUNCIL OF PLEASANT VIEW CITY, UTAH**

April 25, 2023

MAYOR:

Leonard Call

COUNCILMEMBERS:

Ann Arrington

Steve Gibson

David Marriott

Phillip Nelsen

Sara Urry

STAFF:

Amy Mabey

Laurie Hellstrom

The public meeting was held in the city office at 520 West Elberta Dr. in Pleasant View, Utah, commencing at 6:59 P.M.

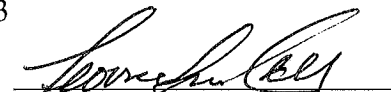
BUSINESS:

12. Closed Meeting – Discuss the character and competency of an individual.

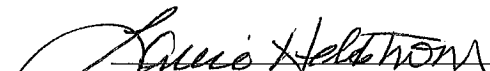
Motion was made by CM Arrington to go into the closed meeting to the character and competency of an individual. 2nd by CM Nelsen. Roll call vote. Voting aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen & CM Urry. 5-0

Pursuant to Utah Code Annotated, Sections 52-4-205 & 52-4-206, I, Leonard M. Call, do solemnly swear that the sole purpose for closing the meeting dated April 25, 2023 was to discuss the character and competency of an individual.

Dated this 13 day of June, 2023


Mayor, Pleasant View City

Subscribed and sworn to before me this 13 day of June, 2023


City Recorder

Motion was made by CM Arrington to end the closed meeting. 2nd by CM Urry. Voting aye: CM Arrington, CM Gibson, CM Marriott, CM Nelson & CM Urry. 5-0

Adjournment: 7:24 P.M.

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF PLEASANT VIEW CITY, UTAH**

June 27, 2023

The public meeting was held at City Hall, 520 W Elberta Drive, Pleasant View, Utah, commencing at 6:00 P.M.

MAYOR:

Leonard Call

COUNCILMEMBERS:

Ann Arrington
Steve Gibson
David Marriott
Philip Nelsen (*absent during items #1 thru #3b*)
Sara Urry

STAFF:

Amy Mabey
Laurie Hellstrom
Tyson Jackson
Brandon Bell
Ryon Hadley

VISITORS:

Dana Shuler	Craig Call
Jaxon Kern	Edward Kern
Jeff Lee	David Gossner
Scott Hess	Nathan Averill
Sean Wilkinson	Julie Farr
Manya Stolrow	Nissa Green
Dean Stokes	Lou Best
Jaron Anderson	Nicole Nancarron
Jennie Knight	Geneva Blanchard
Lyle Earl	Andy Neff
Chad Kotter	

1. Introduction.

a. Pledge of Allegiance and Opening Prayer, Reading or Expression of Thought
(Councilmember Sara Urry).

b. Declaration of Conflicts of Interest
None given.

2. Home Occupation Exception Request. Discussion and possible action to grant an exemption to the Home Occupation Conditions for a business to be conducted outside the primary premise located at 4145 N 300 W for an Auto Detail Service. Requester: Jaxon Kern. (Presenter: Laurie Hellstrom)

Jaxon Kern: the work is inside the garage and the washing exterior is outside. Mayor Call: are you steam cleaning the engine? Jaxon Kern: exterior and waxing. Edward Kern: it is just interior work and washing the car. CM Urry: how do you resolve the issue of the water going into

the gutter? Jaxon Kern: it goes to the backyard. Mayor Call: there are EPA rules. Tyson Jackson: we need time to vet this out. Some need oil separators and it may increase municipal services with an increase of culinary water use. Mayor Call: we need to make sure with our stormwater people and vet this with staff. Amy Mabey: the council could approve just the interior detailing without the exterior washing. CM Marriott: how often and how many vehicles? Jaxon Kern: a maximum of three a week but only one car in a day. CM Marriott: I would go forward with the license. CM Gibson: I support CM Marriott's idea as long as it is not creating a nuisance for the neighbors, noises, junk. I worry about pollution.

Motion was made by CM Gibson to approve the in-garage detailing business for and would like to see pictures of the garage and drainage system to Jaxon Kern and that it will not affect the neighbor's yard and staff will review for any ordinance for issues we are not aware of. 2nd by CM Urry. Voting Aye: CM Arrington, CM Gibson, CM Marriott and CM Urry. 4-0

3. Award Bids. Discussion and possible action to consider awarding bids for the following projects:

a. 800 West Water Main Replacement to Allied Underground Technology in the amount of \$477,203.14.

Motion was made by CM Gibson to accept the 800 West Water Main Replacement bid to Allied Underground Technology in the amount of \$477,203.14. 2nd by CM Marriott. Voting Aye: CM Arrington, CM Gibson, CM Marriott and CM Urry. 4-0

b. 2023 Street Maintenance to Staker Parson Company in the amount of \$895,000.

Motion was made by CM Arrington to approve the 2023 Street Maintenance bid to Staker Parson Company in the amount of \$895,000. 2nd by CM Urry. Voting Aye: CM Arrington, CM Gibson, CM Marriott and CM Urry. 4-0

c. City Hall ADA Upgrades to Bowen Construction in the amount of \$141,860.50.

Motion was made by CM Gibson to accept the City Hall ADA Upgrades with possible change order for the Veteran's Monument to Bowen Construction in the amount of \$141,860.50. 2nd by CM Arrington. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

d. Paint Stripping Project to Interstate Barricade in the amount of \$57,178.30. (Presenter: Tyson Jackson)

Motion was made by CM Gibson to accept the Paint Stripping Project bid Interstate Barricade in the amount of \$57,178.30. 2nd by CM Urry. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

4. Revised Document | Disposition of Abandoned Water Line Section at 2550 North. Discussion and consideration of revised document, as per Weber County request, for disposition of property to Wildcat Storage LLC. for the portion of an unused waterline within the footprint of property boundaries. (Presenter: Amy Mabey)

Motion was made by CM Gibson to accept the revised document for disposition of property to Wildcat Storage LLC. for the portion of an unused waterline within the footprint of property boundaries. 2nd by CM Arrington. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

5. Central Weber Sewer Improvement District Notice. The Central Weber Sewer Improvement District is proposing a tax increase. (Presenter: Mayor Call)

Mayor Call read the letter from Central Weber Sewer Improvement District. No action taken.

6. Joint Training Workshop with the Planning Commission.

Craig Call with Utah Land Use Institute gave a presentation on Utah Land Use Law. The Planning Commission was invited along with surrounding city's planning members.

7. Adjournment: 9:00 PM.

DRAFT

ORDINANCE 2023-15

AN ORDINANCE OF THE PLEASANT VIEW CITY COUNCIL FOR AMENDING CHAPTER 15.24 FIRE CODE FOR THE ADOPTION OF THE INTERNATIONAL FIRE CODE, 2021 VERSION.

WHEREAS North View Fire District has made recommendation for the adoption of the 2021 International Fire Code; and

WHEREAS North View Fire District provides the fire public safety services for Pleasant View City; and

WHEREAS Pleasant View City finds that such an amendment is in the best interest of the City.

NOW, THEREFORE, be it ordained by the Pleasant View City Council the following:

SECTION ONE: Section 15.24 - Fire Code of the Pleasant View City Municipal Code shall be hereby amended as attached in 'Exhibit A'.

SECTION TWO: The ordinance shall take effect immediately upon posting.

APPROVED this 11th day of July 2023.

Pleasant View City, Utah:

Leonard Call, Mayor

Attest:

Laurie Hellstrom, City Recorder

This ordinance passed by the following roll call vote of the Pleasant View City Council:

CM Arrington:	_____
CM Gibson:	_____
CM Marriott:	_____
CM Nelsen:	_____
CM Urry:	_____

Chapter 15.24 Fire Code.

15.24.010 Adopted. There is hereby adopted by the City of Pleasant View for the purpose of prescribing regulation governing conditions hazardous to life and property from fire, hazardous materials or explosion, that certain code known as The International Fire Code, 2015 **2021** Version as well as the version officially adopted by State of Utah, including all changes and appendices. (Ord. 2016-4, 7/12/16; prior codes Ord 2003-2, 1/28/03, Ord 98-2, 3/10/98; Ord. 95-17, 12/12/95 & Ord. 1-82 §1, 1982)

15.24.020 Definitions.

A. Wherever the word jurisdiction is used in the International Fire Code, it shall mean within the city limits of City of Pleasant View.

15.24.030 Enforcement.

A. The International Fire Code as adopted and amended herein shall be enforced by the North View Fire Department **District** which shall be operated under the supervision of the chief of the fire department.

B. The chief of the fire department **district** may detail such members of the fire department **district** as inspectors as shall from time to time be necessary.

15.24.035 Filled Blanks. The blanks in the following sections of the 2000 2021 International Fire Code are filled in as follows:

- A. The blank in Section 101.1 should read "Pleasant View City";
- B. The first blank in Section 409.3 **112.4** should read "misdemeanor";
- C. The second blank in Section 409.3 **112.4** should read "\$299.00";
- D. The third blank in Section 409.3 **112.4** should read "180 days"; and
- E. ~~Both blanks in Section 111.4 should read "\$599.00."~~

15.24.039 Permit for Storage of Cryogenic Fluid.

A. In Section ~~3204.3.1.1~~ **5504.3.1.1**, a permit is required for the storage of any amount of flammable cryogenic fluid used within the City, except that a permit will not be required for 1) vehicles equipped for and using cryogenic fluids as the primary fuel for propelling the vehicle, or 2) for refrigeration.

15.24.040 Storage of Flammable or Combustible Liquids in Outside Aboveground Tanks.

A. In Section ~~3406.2.4.4~~ **5706.2.4.4**, the storage of flammable or combustible liquids in outside above-ground tanks is prohibited, unless the tanks meet the requirements of Sections ~~3404.2.9.6.1~~ **5704.2.9.6.1** through ~~3404.2.9.6.10~~ **5704.2.9.6.7**, except for storage within the following limits:

1. The storage does not exceed 10 gallons of Class I flammable liquids in all residential zones;
2. The storage does not exceed 60 gallons of Class II flammable liquids in all residential zones; or
3. The storage does not exceed 400 gallons of Class I, II liquids in all other zones.

B. In Section ~~3406.2.4.4~~ **5706.2.4.4**, no bulk storage of flammable or combustible liquids shall be permitted within the corporate limits of Pleasant View City.

Chapter 15.24 Fire Code.

15.24.010 Adopted. There is hereby adopted by the City of Pleasant View for the purpose of prescribing regulation governing conditions hazardous to life and property from fire, hazardous materials or explosion, that certain code known as The International Fire Code, 2015 **2021** Version as well as the version officially adopted by State of Utah, including all changes and appendices. (Ord.2016-4, 7/12/16: prior codes Ord 2003-2, 1/28/03, Ord 98-2, 3/10/98; Ord. 95-17, 12/12/95 & Ord. 1-82 §1, 1982)

15.24.020 Definitions.

A. Wherever the word jurisdiction is used in the International Fire Code, it shall mean within the city limits of City of Pleasant View.

15.24.030 Enforcement.

A. The International Fire Code as adopted and amended herein shall be enforced by the North View Fire Department **District** which shall be operated under the supervision of the chief of the fire department.

B. The chief of the fire department **district** may detail such members of the fire department **district** as inspectors as shall from time to time be necessary.

15.24.035 Filled Blanks. The blanks in the following sections of the 2000 **2021** International Fire Code are filled in as follows:

- A. The blank in Section 101.1 should read "Pleasant View City";
- B. The first blank in Section 409.3 **112.4** should read "misdemeanor";
- C. The second blank in Section 409.3 **112.4** should read "\$299.00";
- D. The third blank in Section 409.3 **112.4** should read "180 days"; and
- E. Both blanks in Section 111.4 should read "\$599.00."

15.24.039 Permit for Storage of Cryogenic Fluid.

A. In Section ~~3204.3.1.1~~ **5504.3.1.1**, a permit is required for the storage of any amount of flammable cryogenic fluid used within the City, except that a permit will not be required for 1) vehicles equipped for and using cryogenic fluids as the primary fuel for propelling the vehicle, or 2) for refrigeration.

15.24.040 Storage of Flammable or Combustible Liquids in Outside Aboveground Tanks.

A. In Section ~~3406.2.4.4~~ **5706.2.4.4**, the storage of flammable or combustible liquids in outside above-ground tanks is prohibited, unless the tanks meet the requirements of Sections ~~3404.2.9.6.1~~ **5704.2.9.6.1** through ~~3404.2.9.6.10~~ **5704.2.9.6.7**, except for storage within the following limits:

- 1. The storage does not exceed 10 gallons of Class I flammable liquids in all residential zones;
- 2. The storage does not exceed 60 gallons of Class II flammable liquids in all residential zones; or
- 3. The storage does not exceed 400 gallons of Class I, II liquids in all other zones.

B. In Section ~~3406.2.4.4~~ **5706.2.4.4**, no bulk storage of flammable or combustible liquids shall be permitted within the corporate limits of Pleasant View City.

15.24.050 Storage of Liquefied Petroleum Gasses. In Section 3804.2 6104.2, the storage of liquified petroleum gas is limited to 800 gallons in all residential zones and 2,000 gallons in all other zones

15.24.085 Adoption of Appendices to the International Fire Code. The following Appendices to the International Fire Code are hereby adopted as if they were fully integrated into the International Fire Code. Any activity which is governed by the terms of the International Fire Code shall also comply with the terms of these Appendices:

Appendix A: Board of Appeals

Appendix B: Fire-Flow Requirements for Buildings

Appendix C: Fire Hydrant Locations and Distribution

Appendix D: Fire Apparatus Access Road - Appendix D to the International Fire Code is also hereby adopted, provided that if the terms of Appendix are found to be in conflict with the grading and road standards of the City's Public Works Standards or any equivalent document, the provisions of the Public Works Standards shall control.

~~(Appendix E: Hazard Categories~~

~~Appendix F: Hazard Ranking~~

~~Appendix G: Cryogenic Fluids - Weight and Volume Equivalents~~

15.24.090 Repeal of Conflicting Ordinances. All city ordinances or parts thereof conflicting or if this ordinance or of the Uniform Fire Code as adopted and amended herein are hereby repealed.

15.24.100 Validity. If any section, subsection sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, illegal or unenforceable for any reason, that decision shall not affect the validity of the remaining portions of this ordinance. The City Council of Pleasant View City declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases might be declared unconstitutional.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into as of the 11th day of July 2023 ("Effective Date"), by and between **PLEASANT VIEW CITY**, a municipal corporation of the State of Utah, hereinafter "City," and **TECSERV, INC**, a trained and experienced information technology contractual service provider in the State of Utah, hereinafter "Contractor."

W I T N E S S E T H:

WHEREAS, a need has been established for professional services relative to information technology and computer network services for Pleasant View City; and

WHEREAS, Contractor has demonstrated necessary qualifications and proposed to provide such professional services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein and of the payments for services hereinafter described, the parties hereto do mutually agree as follows:

1. Performance of Services. City hereby agrees to engage Contractor, and Contractor hereby agrees to perform and conduct information technology services. Contractor is qualified and possesses the expertise, training and skills necessary to perform such designated services.

2. Time of Performance. This Agreement shall commence on the Effective Date entered above. The term of this Agreement shall be for a period of three (3) years from the date of this Agreement.

3. Time Devoted by Contractor. The term of this contract is based upon Contractor committing to perform activities to maintain City computer network and handle computer network emergencies. Contractor will spend five (5) hours each calendar week completing consulting services on City's behalf for information technology and computer network maintenance activities.

4. Schedule. The work performed by Contractor will be for on-site services at City facilities and may occasionally include remote connectivity to City's network. These hours will be worked on a schedule to be set at by both parties at a later date. Schedule may be altered with mutual agreement from both parties.

5. Scope of Work. Unless otherwise agreed upon in writing by the Contractor and City, the scope of work shall include five (5) hours onsite maintenance every week, with the time spent applying software patches, checking backups, updating virus definitions, providing general technical assistance and troubleshooting problems. Additionally, the Contractor will provide remote monitoring of servers and routers 24 hours a day 7 days a week. Technical staff will provide a guaranteed response time of one (1) hour for onsite work and thirty (30) minutes for remote work. Additionally, this agreement provides general access to TecServ's extensive knowledge base and technical staff for various purposes and needs relative to information technology, within the confines of this agreement as outlined.

Additional projects and emergency work beyond the allotted hours will be billed at \$175 per hour with a one (1) hour minimum for onsite work. Emergency work performed between 6:00 PM and 7:00 AM weekdays or anytime on weekends will be billed at \$262.50 an hour. After-hours help desk support is available 24 hours a day, 7 days a week. Each call will be billed at the hourly rate in fifteen (15) minute increments.

6. Compensation. For such services, Contractor shall be paid a monthly total of \$3,358.33 per month. Contractor will invoice City the first of each month. Payment is due upon receipt of invoice and no later than the last day of the month in which the City received the invoice. Additional project work is not covered within this scheduled maintenance contract. This additional time will be billed at \$175 per hour. Product purchases are not considered part of monthly contracts or other consulting services. Terms on Product Sales are considered "due upon receipt."

7. Termination of Agreement for Cause. If, through any cause, Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, or if Contractor shall fail to comply with state or city codes, City shall have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof.

8. Termination for Convenience. This Agreement may be terminated by City upon thirty (30) days written notice to Contractor. In the event this contract is terminated by City prior to completion, City shall be obligated to pay Contractor an amount equal to the amount owed under the terms of the contract for work completed through the date of termination, subject to the completion of this scheduled work product. Likewise, this Agreement may be terminated by Contractor upon thirty (30) days written notice to City. In the event this contract is terminated by Contractor prior to completion, Contractor shall deliver to City all work product produced and paid for up to that date. City shall be obligated to pay Contractor an amount equal to the amount owed under the terms of the contract for work performed through the termination of the contract.

9. Non-assignability. Contractor shall not assign nor transfer any interest in this Agreement without the prior written consent of the City thereto, except that claims for money due or to become due Contractor from City under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to City. Any attempt at assignment of rights under this Agreement, except for those specifically consented to by both parties or as stated above, shall be void.

10. Modifications. This Agreement may only be modified by a written amendment hereto, executed by both parties.

11. Attorney's Fees. In the event either party institutes litigation to enforce its rights under this Agreement, the prevailing party in such litigation shall be entitled to an award of its reasonable attorney's fees and costs.

12. Notice. Any notice, or notices, required or permitted to be given pursuant to this Agreement, may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

City: Amy Mabey, Pleasant View City Administrator
520 West Elberta Drive
Pleasant View City, Utah 84414
amabey@pleasantviewcity.com

Contractor: TecServ, Inc.
358 Rio Grande St. Suite 250
Salt Lake City, Utah 84101

13. Independent Contractor. Contractor is independent of the City and shall perform all services according to its own methods. The City shall not carry Worker's Compensation insurance or any health or accident insurance to cover Contractor. The City shall not pay nor be responsible for any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Contractor, as an independent contractor, shall provide and be responsible for any and all of Contractor Worker's Compensation contributions, federal and state withholding, unemployment compensation contributions and social security tax withholding, etc. Contractor agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits.

14. Non-Solicitation of Employees. City agrees that it will not solicit Contractor's employees to seek full or part time employment or other contractual arrangement with its company during the term of this Agreement or for twelve (12) months after the last invoice date from TecServ to City. City agrees that TecServ employees are not "contract for hire." City shall not attempt to engage, contract or hire TecServ employees, TecServ's contractors or other assignees independently of this Agreement without prior written consent from TecServ.

City may be released from such restriction under the following terms and with written approval from TecServ:

- The payment of \$50,000.00 to TecServ for each employee hired by City; and
- Each TecServ employee hired by City has performed services for City under this Agreement for twelve (12) consecutive months or more.

15. Conflict of Interest. Contractor hereby covenants that it has, at the time of the execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to the Agreement. Contractor further covenants that in the performance of this work, no person having any such interest shall be employed.

16. When Rights and Remedies Not Waived. In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of conditions or any default which may then exist, or while any such breach or default shall exist, in no way impair or prejudice any right or remedy available to City with respect to such breach or default.

17. Integrated Document. This Agreement embodies the entire agreement between City and Contractor for the scope of services and the terms and conditions. No verbal agreements or conversations with any officer, agent or employee of City prior to the execution of this

Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City or Contractor.

18. Compliance with Laws. Contractor shall comply with all laws, ordinances, regulations, rules, etc., of the federal, state and local governments in connection with the performance of this Agreement.

19. Performance Standard. Contractor shall undertake to perform services with the highest standards of professional and ethical competence and integrity. Contractor agrees that any information received by the Contractor during this contract, which concerns the personal, financial or other affairs of City and its agents and employees will be treated by the Contractor in full confidence and will not be revealed to any other persons, firms or organizations.

20. Furnishing of W-9. Payment under this Agreement is contingent upon Contractor furnishing City with a completed W-9 IRS tax form, which shall be attached hereto and incorporated herein. Contractor shall cooperate with City in furnishing any additional information City may need to comply with rules and regulations of the Internal Revenue Service.

21. Severability of Provisions. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

22. Governing Law. This Agreement, its terms and conditions, shall be governed by Utah law. The forum or Venue for litigation of any dispute arising from or related to this agreement shall be the courts of the State of Utah. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto execute the foregoing instrument as of the day and year first above written.

PLEASANT VIEW CITY

By: Leonard Call, Mayor

Attest:

CONTRACTOR | TecServ, Inc.

State of Utah

County of _____

On this _____ day of _____, 20_____, before me,
_____, a notary public, personally appeared
_____, proved on the basis of satisfactory evidence to be the
person(s) whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.

Notary Name Signature:

My commission expires:
