



**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 Wednesday, February 21, 2024**, 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.

AGENDA

4:30 P.M. WORK SESSION

- a. Update from the Arts Commission
- b. Update from the Historic Commission
- c. 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 January 17, 2024 meeting.
 - b. To consider for approval Payment Request No. 4 for Big-D Construction for the Cook Family Park project.
 - c. To consider for approval Payment Request No. 3 for HydroVak Excavation for the Pressurized Irrigation Meters Installation.
 - d. To consider for approval the Payment Approval Report for February 8, 2024.

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

7. BOARD, COMMISSION, COMMITTEE APPOINTMENTS:

- A. To consider for adoption a Resolution (2024-12) appointing an individual to the North Pointe Solid Waste Special Service District Board and establishing the term of said appointment. *Presenter: Administrator Darrington***

8. PRESENTATIONS: None scheduled.

9. PUBLIC HEARING ITEMS:

A. Public Hearing for adoption of an Ordinance (2024-5) for a vicinity plan amendment, located within the area delineated by Locust Avenue, 900 South, 1150 East, and 1000 South, in the R1-9 (Single Family Residential) zone. (Scratch Grave Neighborhood). *Presenter: Attorney Petersen*

10. ACTION ITEMS READY FOR VOTE:

A. To consider for adoption a Resolution (2024-10) of the Governing Body of Pleasant Grove City Authorizing the Mayor to enter into a Lease-Purchase agreement with Zions 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. *Presenter: Director Roy*

B. To Consider for adoption a Resolution (2024-11) authorizing the Mayor to appoint a Hearings Officer to serve as an Administrative and Land Use Appeal Authority. *Presenter: Attorney Petersen*

C. To consider authorizing the Mayor to sign the Off-Premise Beer License Local Consent for 7-Eleven Store # 36340A, Entity Name: Sahib Incorporated – Karamjit Singh. *Presenter: Attorney Petersen*

11. ITEMS FOR DISCUSSION:

A. Continued Items from the Work Session if needed.

12. REVIEW AND DISCUSSION OF THE MARCH 5, 2024, CITY COUNCIL MEETING AGENDA.

13. MAYOR AND COUNCIL BUSINESS.

14. SIGNING OF PLATS.

15. REVIEW CALENDAR.

16. 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/ Wendy Thorpe, City Recorder

Date: February 16, 2024

Time: 11:00 a.m.

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

*Note: In accordance with the Americans with Disabilities Act, Pleasant Grove City will make reasonable accommodation for participation in the meeting. Request assistance by contacting Pleasant Grove City at (801) 785-5045, at least 48 hours prior to the meeting.

RESOLUTION NO. 2024-12

A RESOLUTION APPOINTING AN INDIVIDUAL TO THE NORTH POINTE SOLID WASTE SPECIAL SERVICE DISTRICT BOARD AND ESTABLISHING THE TERM OF SAID APPOINTMENT.

WHEREAS, Pleasant Grove City is a member of the North Pointe Solid Waste Special Service District Board; and

WHEREAS, Utah Code Annotated 17B-1-304 and 17D-1-303 provide for the appointment of administrative control board members to special service districts; and

WHEREAS, the current board member has been serving since February of 2020 and their term has expired; and

WHEREAS, The Pleasant Grove Municipal Council desires to have the Public Works Director serve on the Board at this time; and

WHEREAS, State law requires said appointment(s) to be accomplished by Resolution; and

WHEREAS, Pursuant to U.C.A. 17B-1-306(4) said board member is to serve a four (4) year term.

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

SECTION 1:

Neal Winterton is hereby appointed as a member of the administrative control board for the North Pointe Solid Waste Special Service District Board. Said term shall be for a period of four years from the date of appointment.

SECTION 2:

This Resolution shall take effect immediately.

PASSED AND APPROVED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH,
this 21st day of February, 2024.

ATTEST:

Guy L. Fugal, Mayor

(SEAL)

Wendy Thorpe
City Recorder

Motion: Council Member _____

Second: Council Member _____

ROLL CALL	Yes	No	Abstain	Absent
Mayor Guy L. Fugal	_____	_____	_____	_____
Dianna Andersen	_____	_____	_____	_____
Eric Jensen	_____	_____	_____	_____
Cyd LeMone	_____	_____	_____	_____
Steve Rogers	_____	_____	_____	_____
Todd Williams	_____	_____	_____	_____

ORDINANCE # 2024-5

AN ORDINANCE AMENDING THE OFFICIAL VICINITY PLAN OF PLEASANT GROVE CITY, ADOPTING THE NEW PROPOSED VICINITY PLAN FOR THE AREA APPROXIMATELY BOUNDED BY LOCUST AVENUE, 900 SOUTH, 1150 EAST, AND 1000 SOUTH IN THE R1-9 (SINGLE-FAMILY RESIDENTIAL) ZONE. PLEASANT GROVE CITY, APPLICANT.

WHEREAS, the legislative body has previously adopted codes and plans to provide direction for the future needs, growth and development of the community; and

WHEREAS, City Code Section 10-5-4 calls for the adoption of a vicinity map which will provide long range planning for local neighborhood streets; and

WHEREAS, the current adopted vicinity plan for the area bounded by Locust Avenue, 900 South, 1150 East, and 1000 South makes future development of the area impractical and not feasible; and

WHEREAS, on December 14, 2024, the Pleasant Grove City Planning Commission held a public hearing to consider an amendment to the previously adopted Pleasant Grove City Vicinity Map; and

WHEREAS, at its public hearing the Planning Commission decided that the requested amendment to the Pleasant Grove City Vicinity Map was in the public interest and consistent with the goals and policies of the City and the General Plan; and

WHEREAS, the Pleasant Grove Planning Commission recommended to the Pleasant Grove City Council that the amendment to Vicinity Map be adopted; and

WHEREAS, on February 21, 2024, 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 request to amend the Pleasant Grove City Vicinity Map was in the best interest of the public and was consistent with the goals and policies of the City; and

WHEREAS, at its meeting the Pleasant Grove City Council approved the request that the Pleasant Grove City Vicinity Map be amended concerning properties located at the area approximately bounded by Locust Avenue, 900 South, 1150 East, and 1000 South, in the R1-9 (Single-Family Residential) Zone.

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

SECTION 1. The Pleasant Grove City Council has evaluated the Amended Pleasant Grove City Vicinity Map (Exhibit A) and supporting document (Exhibit B). The Amended Vicinity Map is hereby **ADOPTED**.

SECTION 2. The Pleasant Grove City Council finds that the Amended Vicinity Map is in the best interest of the public and is consistent with the goals and policies of the City.

SECTION 3. 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 phrases of this Ordinance.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage and posting as provided by law.

SECTION 5. APPROVED AND ADOPTED AND MADE EFFECTIVE by the City Council or Pleasant Grove City, State of Utah, on this 21st day of February, 2024.

Guy L. Fugal, Mayor

ATTEST:

Wendy Thorpe,
City Recorder

(SEAL)

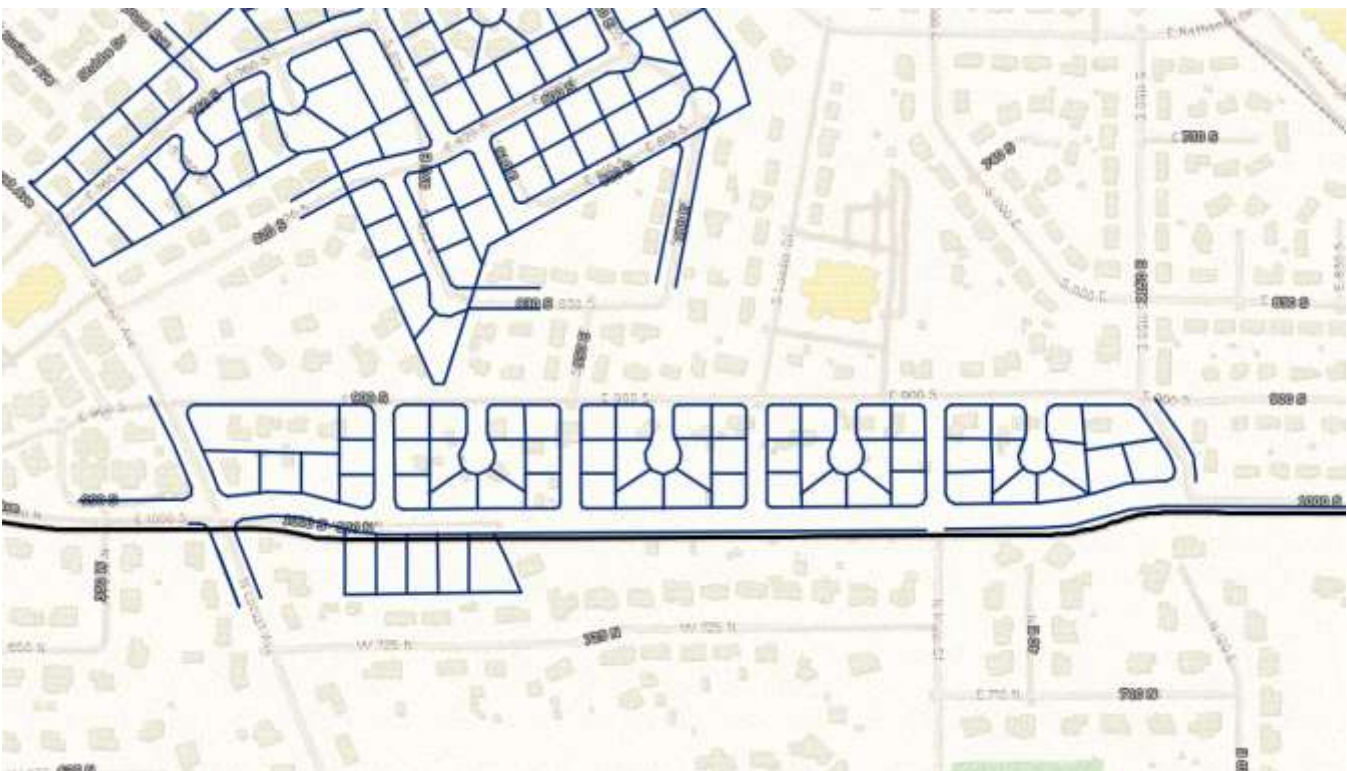
Exhibit “A”

Proposed Vicinity Plan



Exhibit "B"

Current Vicinity Plan



Motion: Council Member _____

Second: Council Member _____

<u>ROLL CALL</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Mayor Guy L. Fugal	_____	_____	_____	_____
Dianna Andersen	_____	_____	_____	_____
Steve Rogers	_____	_____	_____	_____
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 _____, 2024.

Dated this _____ day of _____, 2024.

Wendy Thorpe, CMC, City Recorder

Planning Commission Staff Report

February 21, 2024

VICINITY PLAN AMENDMENT

REQUEST	Vicinity Plan amendment	
APPLICANT	Pleasant Grove City	
ADDRESS	Bounded by Locust Avenue, 900 South, 1150 East, and 1000 South	
ZONE	R1-9 (Single-Family Residential) Zone	
STAFF RECOMMENDATION	Approve the Vicinity Plan amendment	
ATTACHMENTS	Existing Vicinity Plan	3
	Proposed Vicinity Plan	6

Background

On June 18, 2000, the City adopted a vicinity plan throughout the entire City that anticipated how larger, open properties might be developed, should they ever be subdivided. The main purpose of this study was to provide long range planning for local neighborhood streets in undeveloped areas of Pleasant Grove and to ensure that all property owners have an equal opportunity to develop their land by increasing connectivity.

This past year, there have been a couple of applicants who have expressed their interest in subdividing their property along 900 South. Upon further inspection of the existing vicinity plan in this particular area, Staff determined that the existing vicinity plan could be further improved.

Analysis

Vicinity Plan:

The existing vicinity plan for this area doesn't take existing property lines into account, and instead proposes for there to be 4 cul-de-sacs extending from 900 South and 4 connecting roads between 900 South and 1000 South. From an engineering perspective, the particular grading of these lots make it

difficult to provide adequate service to several of these potential lots from 900 South, if they were ever developed.

To better take into account the existing property lines and to consider how potential future development will be provided adequate access and service, a new vicinity plan amendment is being proposed. This vicinity plan amendment removes all proposed cul-de-sacs and reduces the connecting roads between 900 South and 1000 South from 4 to 3.

Pleasant Grove City and Lindon have established an agreement for how these properties will be serviced as they are developed. Because of its particular location along the boundaries of Pleasant Grove City and Lindon, and because these properties slope back away from 900 South, Pleasant Grove City will service the Stormwater and Irrigation systems, and Lindon will serve the Culinary Water and Sewer systems. Services to future lots will likely be available with the development of 1000 South.

It is essential to mention that this proposed vicinity plan does not include the construction of 1000 South as that is something already established in the current and all previous plans, including the General Plans from Pleasant Grove City and Lindon City; in other words, the construction of 1000 S is not a subject of this Vicinity Plan Amendment proposal. The purpose of this proposal is to eliminate the impracticality of having short cul-de-sacs through the length of the subject area, making future residential development not feasible as the cul-de-sacs would occupy more space, do not provide desired connectivity, and are not a viable option for the design and connection of public utilities.

Because the proposed vicinity plan provides similar access and better service than the existing vicinity plan, Planning Staff recommends the Planning Commission forward approval to the City Council for the proposed vicinity plan with the following conditions:

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

Recommendation from Planning Commission

Pleasant Grove City Planning Commission took the following action on the described application at their meeting on December 14, 2023.

5. Public Hearing: Vicinity Plan Amendment – Located in the quadrant surrounded by Locust Ave, 900 South, 1150 East, and 1000 South (Scratch Grave Neighborhood)

Public Hearing to consider the request of Pleasant Grove City for a vicinity plan amendment, located within the area delineated by Locust Avenue, 900 South, 1150 East, and 1000 South, in the R1-9 (Single-Family Residential) Zone.

RECOMMEND APPROVAL

Motion: At the Public Hearing, Commissioner Martineau moved that the Planning Commission recommend APPROVAL for the request of Pleasant Grove City for a Vicinity Plan Amendment for the property bounded by Locust Avenue, 900 South, 1150 East, and 1000 South in the R1-9 (Single-Family

Residential) Zone; and adopting the exhibits, conditions, and findings of the Staff Report, and as modified by the condition below:

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

Commissioner Redding seconded the motion. The Commissioners unanimously voted “Aye”. The motion carried.

Motion by: Commissioner Martineau

Seconded by: Commissioner Redding

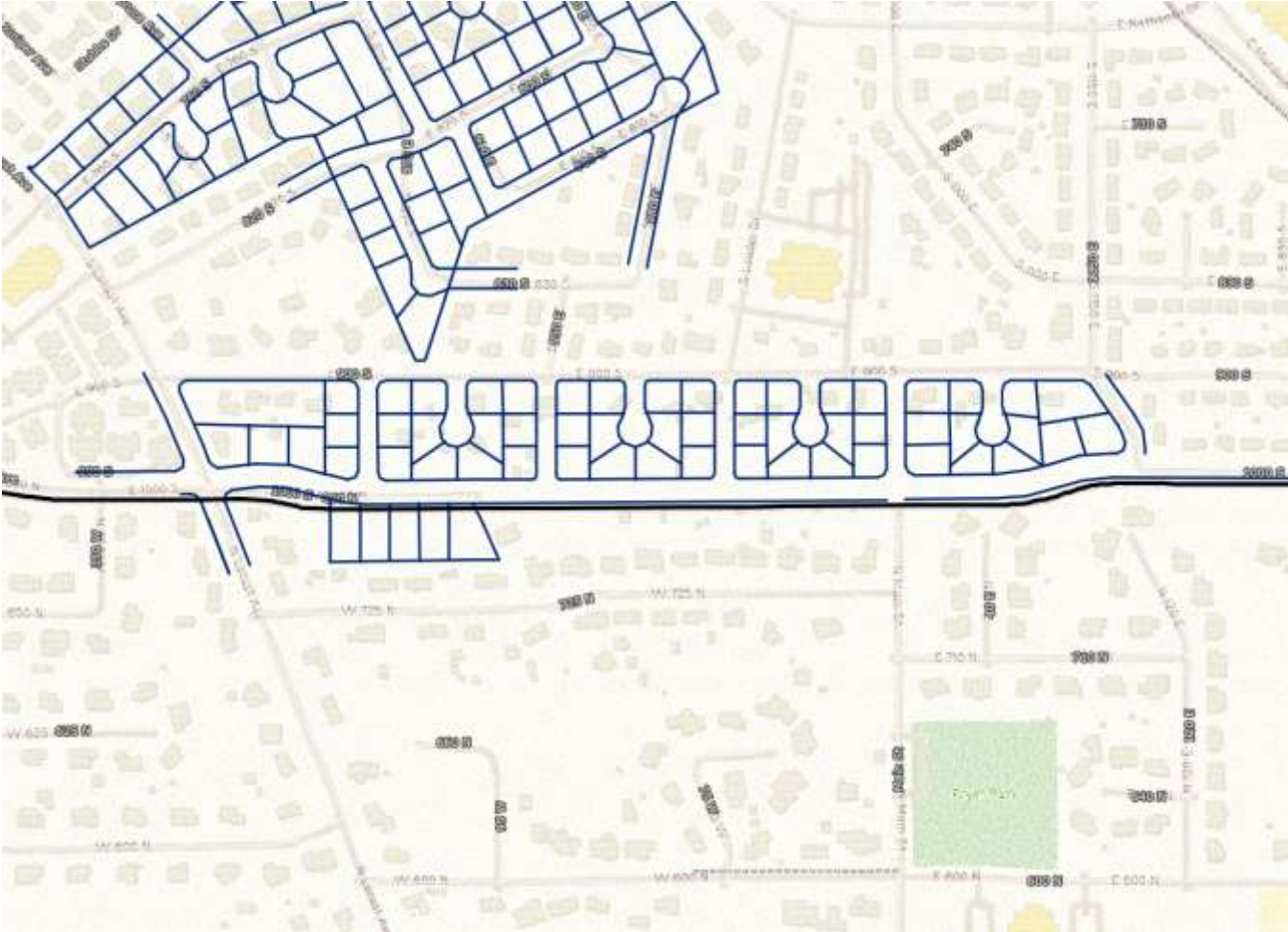
AYE VOTES: Chair Phillips and Commissioners Patten, Fugal, Martineau, Redding

NAY VOTES:

EXISTING VICINITY PLAN



EXISTING VICINITY PLAN (HIGH CONTRAST)



PROPOSED VICINITY PLAN



RESOLUTION NO. 2024-010

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO ENTER INTO A LEASE-PURCHASE AGREEMENT WITH ZIONS 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 21st day of February 2024.

Guy L. Fugal, Mayor

ATTEST:

Wendy Thorpe, CMC
City Recorder

Motion: _____

Second: _____

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

UTAH FIXED EQUIPMENT LEASE

Long Name of Entity: City of Pleasant Grove
Address: 70 South 100 East
City, State Zip: Pleasant Grove, UT 84062
Attention: Denise Roy
Public Finance Office: Finance Director
County: Utah
Amount: 597,692.00
Rate: 4.64
Maturity Date: February 23, 2027
First Pmt Date: August 23, 2024
Payment Dates: February 23, August 23
Auto Extend: 3
Governing Body: City Council
Resolution Date: February, 2024
Dated Date: February, 2024
Day: 23rd
State: Utah

\$597,692.00
City of Pleasant Grove
Lease Purchase Agreement

1. Lease/Purchases Agreement of the City of Pleasant Grove
2. Exhibit A. Calculation of Interest Component
3. Exhibit B. Description of Leased Property
4. Exhibit C. Resolution of Governing Body
5. Exhibit D. Opinion of Lessee's Counsel
6. Exhibit E. Security Documents
7. Exhibit F. Delivery and Acceptance Certificate
8. Form 8038-G
9. Wire Transfer Request

LEASE/PURCHASE AGREEMENT

Dated as of February 23, 2024

by and between

ZIONS BANCORPORATION, N.A.,
as Lessor

and

CITY OF PLEASANT GROVE,
as Lessee

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LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of February 23, 2024, by and between ZIONS BANCORPORATION, N.A., a national banking association duly organized and existing under the laws of the United States of America, as lessor (the “Bank” or “Lessor”), and City of Pleasant Grove (the “Lessee”), a public agency of the State of Utah (the “State”), duly organized and existing under the Constitution and laws of the State, as lessee;

WITNESSETH:

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the “Leased Property” in Exhibit B (the “Leased Property”) by entering into this Lease/Purchase Agreement with the Bank (the “Lease”); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Lease, refer to this Lease as a whole.

“Advance” shall have the meaning set forth in Section 2.1(l)(i)(D) hereof.

“Bank” shall have the meaning set forth in the Preamble hereof.

“Business Day” means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” means the date this Lease is executed by the Bank and the Lessee.

“Event of Nonappropriation” shall have the meaning set forth in Section 3.2 hereof.

“Governing Body” means the governing body of the Lessee.

“Lease Payments” means the rental payments described in Exhibit A hereto.

“Lease Payment Date” shall have the meaning set forth in Section 3.4(a) hereof.

“Leased Property” shall have the meaning set forth in the Whereas clauses hereof.

“Lessee” shall have the meaning set forth in the Preamble hereof.

“Net Proceeds” means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

“Obligation Instrument” shall have the meaning set forth in Section 2.1(c) hereof.

“Original Term” shall have the meaning set forth in Section 3.2 hereof.

“Permitted Encumbrances” means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

“Rebate Exemption” shall have the meaning set forth in Section 2.1(1)(ii)(A) hereof.

“Regulations” shall have the meaning set forth in Section 2.1(1)(i) hereof.

“Renewal Term” shall have the meaning set forth in Section 3.2 hereof.

“Scheduled Term” shall have the meaning set forth in Section 3.2 hereof.

“State” shall have the meaning set forth in the Preamble hereof.

“Term” or “Term of this Lease” means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D, E and F attached to this Lease are by this reference made a part of this Lease.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an "Obligation Instrument"), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:

(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and

(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank's interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would

have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto will not reimburse the Lessee for any expenditures incurred prior to the date of this Lease and do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease (or the Advances to be made hereunder) will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the

yield on this Lease or otherwise invested in any manner. No portion of the Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

(A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate

arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed \$5,000,000 in face amount, or \$15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than \$5,000,000 under Section 148(f)(4)(D) of the Code (\$15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

(B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

(m) Small Issuer Exemption from Bank Nondeductibility Restriction. Based on the following representations of the Lessee, the Lessee hereby designates this Lease and the interest

components of the Lease Payments hereunder as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code: (i) this Lease and the Lease Payments hereunder are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Lessee reasonably anticipates that it, together with all “aggregated issuers,” will not issue during the current calendar year obligations (other than those obligations described in clause (iii) below) the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code which, when aggregated with this Lease, will exceed an aggregate principal amount of \$10,000,000; (iii) and notwithstanding clause (ii) above, the Lessee and its aggregated issuers may have issued in the current calendar year and may continue to issue during the remainder of the current calendar year private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code. For purposes of this subsection, “aggregated issuer” means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee. The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code.

SECTION 2.2 Representations, Covenants and Warranties of the Bank. The Bank is a national banking association, duly organized, existing and in good standing under and by virtue of the laws of the United States of America, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

ARTICLE III

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

SECTION 3.1 Lease. The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D, E and F hereto. Prior to the Bank making the final Advance hereunder, Lessee shall provide the Bank an executed copy of the Delivery and Acceptance Certificate found in Exhibit F.

SECTION 3.2 Term. The Term of this Lease shall commence on the date of execution of this Lease, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D, E and F attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the “Original Term”). Thereafter, this Lease will be extended for 3 successive additional periods of one year coextensive with Lessee’s fiscal year, except for the last such period which may be less than a full fiscal year, (each, a “Renewal Term”) subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on February 23, 2027, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the “Scheduled Term” irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an “Event of Nonappropriation”), this Lease

will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

SECTION 3.3 Termination. This Lease will terminate upon the earliest of any of the following events:

- (a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;
- (c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

SECTION 3.4 Lease Payments.

(a) Time and Amount. During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the "Lease Payment Date").

(b) Rate on Overdue Payments. In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.

(c) Additional Payments. Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

SECTION 3.5 Possession of Leased Property Upon Termination. Upon termination of this Lease pursuant to Sections 3.3(a), or (c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, in connection with this Lease or otherwise, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a “net-net-net lease” and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

ARTICLE IV

INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a policy limit less than \$1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will,

to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE V

COVENANTS

SECTION 5.1 Use of the Leased Property. The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

SECTION 5.2 Interest in the Leased Property and this Lease. Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

(a) **Maintenance; Repair and Replacement.** Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In

exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) Tax and Assessments; Utility Charges. The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

ARTICLE VI

ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be “events of default” under this Lease and the terms “events of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

SECTION 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) take possession of the Leased Property by virtue of the Bank’s ownership interest as lessor of the Leased Property;

(b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and

(c) take whatever action at law or in equity may appear necessary or desirable to enforce its right hereunder.

SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

ARTICLE VIII

PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:

ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133
Attention: Kirsi Hansen

If to the Lessee:

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

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 System of Registration. The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 Instruments of Further Assurance. To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

ZIONS BANCORPORATION, N.A., as Lessor

By: _____
Authorized Officer

CITY OF PLEASANT GROVE, as Lessee

By: _____

Title

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE*

1. Interest. Interest components payable on the principal amount outstanding have been computed at the rate of four and sixty-four hundredths' percent (4.64 %) per annum calculated based on twelve 30-day months during a 360-day year.

2. Payment Dates and Amounts.

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/23/2024	-	-	-	-	-
08/23/2024	93,992.19	4.640%	13,866.45	107,858.64	-
02/23/2025	96,172.81	4.640%	11,685.84	107,858.65	215,717.29
08/23/2025	98,404.02	4.640%	9,454.63	107,858.65	-
02/23/2026	100,686.99	4.640%	7,171.65	107,858.64	215,717.29
08/23/2026	103,022.93	4.640%	4,835.71	107,858.64	-
02/23/2027	105,413.06	4.640%	2,445.58	107,858.64	215,717.28
Total	\$597,692.00	-	\$49,459.86	\$647,151.86	-

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

14 Police Vehicles:

(9) Ford F-150 Lariat Ecoboost

VIN:

VIN:

VIN:

VIN:

VIN:

VIN:

VIN:

VIN:

VIN:

(4) Ford F-150 Lariat Powerboost

VIN:

VIN:

VIN:

VIN:

Computers/Servers

Fitness Equipment

EXHIBIT C

RESOLUTION OF GOVERNING BODY

A resolution approving the form of the Lease/Purchase Agreement with ZIONS BANCORPORATION, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.

Whereas, The City Council (the “Governing Body”) of City of Pleasant Grove (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, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

Be it resolved by the Governing Body of City of Pleasant Grove as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this _____ day of February, 2024.

By _____

Print Name _____

Title _____

Attest:

By _____

Print Name _____

Title _____

STATE OF UTAH

)

) ss.

COUNTY OF UTAH

)

I, _____ hereby certify that I am the duly qualified and acting
_____ of City of Pleasant Grove (the "Lessee").
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on February 21, 2024, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on _____, 2024.

In witness whereof, I have hereunto set my hand on behalf of the Lessee this _____ day of February, 2024.

By _____

Print Name _____

Title _____

EXHIBIT D
Opinion of Lessee's Counsel

To: ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

As counsel for City of Pleasant Grove (“Lessee”), I have examined duly executed originals of the Lease/Purchase Agreement (the “Lease”) dated this 23rd day of February, 2024, between the Lessee and ZIONS BANCORPORATION, N.A., Salt Lake City, Utah (“Bank”), and the proceedings taken by Lessee to authorize and execute the Lease (the “Proceedings”). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah (the “State”).
2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.
5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.
6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.
7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.
9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

Attorney for Lessee

EXHIBIT E

SECURITY DOCUMENTS

[Attach Certificates of Title showing ZIONS BANCORPORATION, N.A. as the lien holder]

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

Reference is made to the Lease/Purchase Agreement between the undersigned (“Lessee”), and ZIONS BANCORPORATION, N.A. (the “Bank”), dated February 23, 2024 , (the “Lease”) and to that part of the Leased Property described therein which comprises personal property (collectively, the “Equipment”). In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that the Bank is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The vehicle identification number for each item of Equipment which is set forth on Exhibit “B” to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

CITY OF PLEASANT GROVE

By: _____
(Authorized Signature)

Date: _____

RESOLUTION NO. 2024-11

A RESOLUTION APPOINTING A HEARINGS OFFICER TO SERVE AS AN ADMINISTRATIVE AND LAND USE APPEAL AUTHORITY

WHEREAS, the Pleasant Grove Municipal Code Title 2 Chapter 4 “Hearings Officer” establishes the position of Hearings Officer; and

WHEREAS, Said Hearings Officer has been serving as the Land Use Appeal Authority; and

WHEREAS, it has become necessary to provide for an Administrative Appeal Authority to hear and decide other administrative matters as well; and

WHEREAS, Section 2-4-1 provides that said office is to be filled by an appointment by the Mayor with the advise and consent of the City Council; and

WHEREAS, the Mayor hereby nominates Craig Call as Pleasant Grove City Hearings Officer; and

WHEREAS, the Council has considered said appointment and has determined that it is in the best interest of the health, safety, and welfare of the citizens of Pleasant Grove to consent to such appointment.

NOW, THEREFORE, BE IT RESOLVED by the Pleasant Grove City Council that the above-named individual be appoint as the Land Use Appeal Authority and as Administrative Appeal Authority.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH this, 21st day of February 2024.

Guy L. Fugal, Mayor

ATTEST:

(SEAL)

Wendy Thorpe, City Recorder

Motion: Council Member _____

Second: Council Member _____

ROLL CALL	Yes	No	Abstain	Absent
Mayor Guy L. Fugal	_____	_____	_____	_____
Dianna Andersen	_____	_____	_____	_____
Eric Jensen	_____	_____	_____	_____
Cyd LeMone	_____	_____	_____	_____
Steve Rogers	_____	_____	_____	_____
Todd Williams	_____	_____	_____	_____

MEMORANDUM FOR CITY COUNCIL PACKET

Date: February 15, 2024

From: Tina Petersen, City Attorney

To: Mayor and City Council

RE: Resolution Appointing a Hearings Officer

Mayor and Council:

We currently have Mr. Call appointed as our Land Use Appeal Authority. He has been serving in that capacity since we dissolved our Board of Adjustment. He hears mostly variances and any appeals from administrative decisions applying our land use code. In the last couple of months we have had several things come up where we need a Hearing Officer for other types of related, but not exactly land use appeals. For example, a business license matter and a Stop Work Order matter. He has agreed to be our Hearings Officer for these types of administrative appeals as well, but requested that the Council appoint him to hear and decide things outside of just land use issues. I can present more details during my presentation at city council. If you have questions, please feel free to contact me.

OFF-PREMISE BEER LICENSE

Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Services Commission to issue an off-premise beer license for a person to purchase, store, sell, or offer for sale, beer for consumption off the premises of the applicant.

AUTHORITY: Utah Code 32B-5-201, 203, 205, and 32B-7

_____, City Town County
Local business license authority

hereby grants its consent to the issuance of an off-premise beer license to:

Business Name (DBA): 7-Eleven Store # 36340A

Entity Name (or owner's name if sole proprietor): SAHIB INCORPORATED- KARAMJIT SINGH

Location Address: 715 S MAIN ST, PLEASANT GROVE, UT 84062

Authorized Signature

Name/Title

Date

This is a suggested format. A locally produced city, town, or county form is also acceptable.
The local consent must be submitted to the DABS by the applicant as part of a complete application.

Consent Items

**Pleasant Grove City
City Council Meeting Minutes
Work Session
Wednesday, January 17, 2024
4:30 p.m.**

Mayor: Guy L. Fugal

Council Members: Dianna Andersen
Eric Jensen
Cyd LeMone
Steve Rogers
Todd Williams

Staff Present: Scott Darrington, City Administrator
Deon Giles, Parks Director
Tina Petersen, City Attorney
Wendy Thorpe, City Recorder
Denise Roy, Finance Director
Chase Gustman, Deputy Chief
Sheri Britsch, Library and Arts Director
Neal Winterton, Public Works Director
Kyler Brower, Assistant to the City Administrator
Keldon Brown, Police Chief
Megan Zollinger, Recreation Director
Daniel Cardenas, Community Development Director
David Packard, Human Resources Manager

The City Council and staff met in the Community Room, 108 South 100 East, Pleasant Grove, Utah.

4:30 P.M. WORK SESSION

Mayor Fugal called the meeting to order at 4:30 p.m. and welcomed those present.

a. Recognition of Leadership Academy Graduates.

City Administrator, Scott Darrington, reported that the 11th group of candidates completed the eight-week Leadership Academy, which is held twice yearly. The class focuses on the book, *Endurance*, about an Antarctic exploration and identified leadership attributes. Each participant selects one leadership attribute to present to the rest of the group. To date, he estimated that 100 to 120 employees have completed the course, including Council Member Andersen. The following candidates were recognized and presented with certificates of achievement:

Public Works Department: Trevor Workman, Jason Paulson, and Britton Tveten;
Community Development: Melissa Cook and Gail Commily;
Recreation Department: Megan Zollinger and Mandy Carson;
Administration: Jody Walker;
Library: Charlotte Smith; and
Police Department: Carl Nielson.

Photographs were taken.

b. Introduction of New Employees.

Library and Arts Director, Sherry Britsch introduced Library staff employee, Stacy Martineau, who after an in-depth interview, was selected to be the full-time Library Program Coordinator. Ms. Martineau has been a Pleasant Grove resident for approximately 21 years, has worked part-time at the Library for six years, served on the Arts Commission for 15 years, and has run the Concerts in the Park Program for the past eight years. This will be her 7th year running the Heritage Festival.

Public Works Director, Neal Winterton, introduced McClain Cook, a transfer from the Parks Department, whose current assignment is working in the Streets Division as a Streets Operator. He obtained his Commercial Driver's License, which is more difficult to obtain. The training and licensure provide significant value to the City and enhance safety in moving larger vehicles. Mr. Cook's current assignment is plowing snow in a designated area to make the roads safer for travel. He is a lifelong resident of Pleasant Grove.

c. City Treasurer Recognition Award.

Finance Director, Denise Roy, introduced and recognized City Treasurer, Mike Gourley's achievement in earning the Certified Public Funds Investment Manager Certification from the Association of Public Treasurers of the United States and Canada. The program is designed to assist treasurer professionals increase their competence and knowledge to better manage investments on behalf of municipalities. City Treasurer Gourley stated that the content covered in the two-day course includes the following:

- Testing that includes gaining an understanding of investment options;
- Establishing internal controls and procedures;
- Identifying risks in portfolios;
- Reporting safety measures;
- Understanding liquidity needs;
- Managing investments; and
- Implementing and monitoring strategic needs.

Treasurer Gourley stated that each of the skills listed will benefit him and the City. He also completed and passed the more in-depth six-hour training for the Advanced Certified Public Investment Manager.

d. Discussion on Formal Recognition Award for Citizens or Employees for Valor, Courage, or Service to the Community – Council Member Steve Rogers.

Administrator Darrington reported that several weeks earlier after hearing about an officer rescuing a child, Council Member Steve Rogers asked if the City has a formal procedure to recognize such actions. He was advised that the City acknowledges the exemplary behavior of employees; however, there is no formal process in place. Council Member Rogers recognized the level of employment commitment to the City and stated that exemplary behavior involving life-saving efforts or long-term employment tenure shows why people stay here. He proposed a formal award process where deserving people are nominated, selected, and recognized at a formal event that is commemorated by a plaque to be publicly displayed in the Rotunda. Administrator Darrington stated that if acceptable to the City Council, staff will prepare a formal procedure using defined criteria to identify and recognize deserving recipients at City Council Meetings for the Council's consideration.

e. Staff Business.

Community Development Department, Daniel Cardenas, reported on the following:

- The Department is working on several ordinances one of which is on tonight's agenda, as well as a procedure to process Business Licenses.
- A new employee will begin work on Monday, bringing the Department to full staffing.

Public Works Director, Neal Winterton, reported on the following:

- The Public Works Team was to be complimented for the work it is doing including snow plowing. He also complimented the Finance, Legal, and Community Development Departments which provide assistance.
- Staff is working diligently on the meter reading system, which currently involves 800 meters. The payment account system is linked to specific meter numbers and helps residents access their accounts. The same technology is being installed on the culinary side.
- The Pleasant Grove Irrigation Board will meet this Saturday at 2:00 p.m. All were invited to attend. Director Winterton, Director Roy, and Britton Tveten were identified as board members. It was noted that the City owns just over 50% of the shares. The company, like the City, has problems with aging infrastructure. He described several large and costly projects that are anticipated including the following:
 - The American Fork River Weir Project will update water flow measurements and include a pipeline addition;
 - Possible closure of the North Union Canal that brings water in from the south end of the City at the Mouth of Provo Canyon. It is primarily controlled by entities that pipe their water; and
 - Lindon is taking its water through a pressurized pipeline into its irrigation system.

If the Canal closure occurs, users with Pleasant Grove Irrigation Canal shares will no longer be able to use canal water. He also noted that Lindon City has approached the Irrigation Company about participating at a cost of \$400,000. The total cost of the projects is significant at approximately \$8.5 million and will be the topic of major discussion. The Irrigation Company, as a separate entity, cannot obtain its own loans or bonds or borrow over time, which makes the cost a one-time payment that each shareholder will bear. The City has been anticipating this cost, which will need to be built into future assessment costs that are part of the Pressurized Irrigation System.

- The Public Works Department continues to plan future projects and is involved in ongoing projects. The four chlorinators are underway around the four different well sites. They are retooling a different well and continue to work on the Boulevard Well installation.
- Director Winterton was asked about the costs of secondary meters and future fees. He reviewed the history behind the State-mandated use of secondary meters and noted that because they are being installed before 2025, 70% of the cost is borne by the State. Had that step not been taken, user costs would have likely increased by \$15 per month. In addition, if the City had waited until 2029, it would have faced State fines. Use data will be gathered for several years to assess volumes and what level of use for typical or agriculture users. Using that data, a fee structure will be presented that represents base and consumption rates that meet the needs of the utility. This assessment and evaluation can be tricky because when fees are not based on volume, habits can differ. Care must be taken to ensure that the needs and obligations of the utility are met. It is a stand-alone utility and has to operate on its own.
- A question was raised regarding the use of water resulting from heavy snow this season, Director Winterton reported that McClain Cook has additional street sweeping opportunities and an additional employee has been added to the workforce. Last year, they mapped out and identified hot spots for flooding and storm drain and grated areas that are susceptible to blockage for extra monitoring to address potential complications. The extra observation resulted in no major issues. Water averages have been good and they hope for a good melt in the spring.
- Council Member Andersen reported that when citizens were paying for culinary water to water lawns, they were using 2.2 gallons per minute per acre. When the metro flat rate switched, the rate increased to more than seven gallons per minute per acre. She asked what happened to that mentality and noted that when data is available for a fee change, she wants the methodology to be logical. Education in that regard will be important. Director Winterton stated that there is no doubt that abuse and neglect exist on the sprinkler side. Staff hopes to balance the process and keep it simple as there are 9,000 accounts in the City. Staff will recommend a rate. The mandate will come from the City Council. Director Winterton mentioned the possibility of flat rates or multiple tiers based on land size, property classification, meter size, and allotments. He estimated that by February 2026 they will set a rate as part of the budget planning.

Human Resources Manager, David Packard, reported on the following;

- He supported the idea of recognition and awards, especially on the community side. He also advised the City Council of award programs that are already in place.
- Since 2012, they have had Team Member of the Year Awards which include \$1,000 cash;

- In 2019, they implemented a program to recognize City employees including Community Service Awards, an Innovation Award, an Exceptional Service Award, and a Leadership Award.
- Each year, a Recognition Lunch is held in April or May. Last year over 200 staff members attended.
- Awards are also given based on years of service at five, 10, and 15-year increments.
- There is an Employee Planning Committee in place that has representation from every department. Manager Packard was open to more awards and expressed support.

Recreation Director, Megan Zollinger, reported on the following:

- The Recreation Department is very active.
- The Fitness Fair that was held the previous Saturday was a success. 28 vendors participated, which was the largest number they have had. It was acknowledged that the event is growing.
- The Sales Event was even with last year. This year a few more sales were anticipated. It was noted that the sale closes on Saturday.
- The fitness programs were going well. Andi Veenker was recognized for his efforts. Junior Jazz was underway.
- Director Zollinger stated that she has a great team and is excited for the new year.

Parks Director, Deon Giles, reported on the following:

- The last few storms have produced a lot of ice and snow to be removed.
- Prior to the last storms Staff was able to get concrete poured for two benches around Mahogany Park. They were able to purchase the benches with Utah County Municipal Recreation Grant funding.
- The Jacobs Family Foundation donated a generous amount to the seniors this year.
- A volunteer with special yard work equipment who normally helps with the trail grooming was unable to do the work this year. He normally does the tree grooming.
- Staff was waiting for the weather to improve to take down the rest of the Christmas lights.

Finance Director, Denise Roy, reported on the following:

- She was working on the budget.

City Recorder, Wendy Thorpe, reported on the following:

- She thanked Staff for being so welcoming.

Library & Arts Director, Sherry Britsch, reported on the following:

- There will be two events sponsored by the Utah State University Extension that includes a Parenting ADHD Students class, and a Couples Relationship Course.

- In January, there will be a Winter Reading Challenge for teens and adults. On January 29, John Hilton, a Brigham Young University (“BYU”) Religion Professor will put on a Magic Show.
- A Lego Building Challenge is coming up and movies are shown in the Library every Saturday morning.

City Attorney, Tina Petersen, reported on the following:

- She is working on something that will be of interest to the City Council. St. John Properties (“SJP”) is in negotiations with the Utah Department of Transportation (“UDOT”) to acquire property for the new frontage road. At the next City Council Meeting the Council will address a proposed Agreement between the City, SJP, and UDOT, to preserve City access. A portion of the subject property will be required to become a City street near the frontage road. The Agreement will address that issue and other issues pertaining to maintenance in perpetuity and identifying party responsibilities. The road modification will alleviate current traffic issues in the area.

Assistant to the City Administrator, Kyler Brower, reported on the following:

- He continues to monitor what is taking place at the Legislature. The City Council will be advised accordingly.
- Administrator Brower was working to consolidate Information Technology (“IT”) and Internet contracts with Comcast and others. The goal was to bring all of the contracts under UTOPIA for cost and convenience. They are currently working on connections in four locations with one being the Recreation Center, which has experienced internet connectivity issues. Additional money is set aside to cover park connectivity, restrooms, and restroom security. All contracts will be presented to the City Council.
- Mayor Fugal reported that after speaking with State representatives earlier in the day, he learned that the upcoming Legislative Session will be unusual as several bills have been pre-filed.

Administrator Darrington reported on the following:

- The next City Council Meeting is scheduled for February 6, 2024. As there are five Tuesdays in January, the next meeting will be in three weeks. The Annual Budget Meeting is scheduled for February 9, 2024, in the Fire Training Room.
- A lunch with Representative John Hawkins and Senator Mike Kennedy took place earlier in the day. They are monitoring two major issues including affordable housing and the Transportation Utility Fee. With regard to affordable housing, the State Legislature wants to have a greater role in keeping housing costs down. The issue is complex and multiple bills have already been filed. The Transportation Utility Fee, which is of interest to most cities, will face opposition and likely address City requirements.
- With regard to a previous conversation on Recognition Awards, Administrator Darrington stated that people should be rewarded for doing good things. People who work in the City care about the City. He wanted to recognize the dedication of City employees who provide exceptional service.

- Council Member Rogers added that there were good conversations with both House and Senate Representatives who are aligned with what the City hopes to accomplish. Mayor Fugal was impressed by the Youth Councils that were present at the luncheon and stated that they might want to do something similar in Pleasant Grove. The Governor addressed the group and commented that we need to do better with social media.

Police Chief, Keldon Brown, reported on the following:

- Regarding a pending matter, information was turned over to Weber County officials. A press conference was held the previous day. The limited information originated from a Pleasant Grove case that took place in November or December regarding the discharge of a firearm. There were a couple of unsuccessful attempts to locate the suspect and a chase led to Ogden. An officer shooting occurred inside a store. Multiple agencies were involved and information has come from news reports, Ogden City, and Captain Smith. Following a review of the evidence, more information was to be released the following week. The officers were doing well but are on leave pending outcomes.
- A few employees are on paid administrative leave.

ADJOURNMENT

MOTION: At 5:32 p.m. Council Member Williams moved to ADJOURN the Work Session. Council Member Jensen seconded the motion. The motion carried unanimously with Council Members Andersen, Jensen, LeMone, Rogers, and Williams voting “Yes”.

Wendy Thorpe CMC
City Recorder

(Exhibits are in the Recorder’s office.)

**Pleasant Grove City
City Council Meeting Minutes
Regular Session
Wednesday, January 17, 2024
6:00 p.m.**

Mayor: Guy L. Fugal

Council Members: Dianna Andersen
Eric Jensen
Cyd LeMone
Steve Rogers
Todd Williams

Staff Present: Scott Darrington, City Administrator
Deon Giles, Parks Director
Tina Petersen, City Attorney
Wendy Thorpe, City Recorder
Denise Roy, Finance Director
Chase Gustman, Deputy Fire Chief
Sheri Britsch, Library and Arts Director
Neal Winterton, Public Works Director
Kyler Brower, Assistant to the City Administrator
Keldon Brown, Police Chief
Megan Zollinger, Recreation Director
Daniel Cardenas, Community Development Director
David Packard, Human Resources Manager

The City Council and staff met in the Community Room, 108 South 100 East, Pleasant Grove, Utah.

6:00 P.M. REGULAR CITY COUNCIL MEETING

1) **CALL TO ORDER**

Mayor Guy Fugal called the meeting to order at 6:01 p.m.

2) **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Recreation Director, Megan Zollinger.

3) OPENING REMARKS

The opening remarks were offered by Council Member Rogers.

4) APPROVAL OF MEETING AGENDA

City Administrator, Scott Darrington, reported that no changes were proposed to the agenda.

ACTION: Council Member Jensen moved to APPROVE the meeting agenda. Council Member Andersen seconded the motion. The motion carried unanimously with Council Members Andersen, Jensen, LeMone, Rogers, and Williams voting “Yes”.

5) OPEN SESSION

Bob Scott a Pleasant Grove resident, reported that the City Council has not done the following:

- Revealed the cost of the 40-acre plat that he asserted over 25 years is \$66,200,000 including the donation and interest;
- Identified what buildings are to be put on the reserved 10 acres; and
- Shared specific information about what is being developed.

Mr. Scott reported that the interest on the 25-year loan totals \$8 million and not the \$5 million claimed. The interest is enough to pay every man, woman, and child in Pleasant Grove \$1,740. He was a principal sponsor of the referendum because the City Council did not share information with them such as site details, site plans, maps, winning bid details, Requests for Proposals (“RFP”) information, indexes, ordinances, and resolutions. He was able to find the information on the internet. He claimed that the City Council information packets are not always available at meetings, which leaves the audience with only what is provided in the agenda. The final straw for him was the City raising the bond in the dead of winter with a clause providing 30 days to contest it. The public hearing was held the day before the 30-day period was to expire. The City then put forth a proposed tax increase. He claimed that the tax increase was about the park and not Police and Fire services as represented. Residents had the choice to be upset and not re-elect City Council Members or pursue a Referendum. They were able to defeat the Property Tax Referendum and vote out one City Council Member who supported the bond. In the future, he hoped the City Council would make the public aware of major decisions that have a long-term impact. He also asked that more information be made available on the City’s website.

John St. Clair asked what the City Council learned from the Referendum. His takeaway was that the City Council has problems with prioritization, perception, and communication. In terms of prioritization, with the 2022 \$68 million bond people wanted some of the money put into roads. It is a need versus want discussion as to whether the site needs to be developed or if it could be developed in phases. With regard to perception, he stated that the City has a Road Plan that he refuted. He stated that there is no Road Plan that shows exactly when each street in the City will be repaved, resurfaced, fixed, or updated. If such information was available, everyone would know exactly when a street will be repaved. Until that type of information is made available, the City does not have a Road Plan. He also commented on the City’s lack of communication. He

commented that the Park Project is one example of poor communication. Over a one-year period, he reviewed the City’s Facebook page, the PG Pulse Newsletters, and the Community Connection website and stated that he was unable to find any information until the tax letter was sent out in July of 2023. For significant items such as that, proactive steps are needed including Townhall Meetings, focus groups, surveys, and e-mail notices. He did not see any of that demonstrated.

Lon Lewis was present to share his views on the Referendum and hoped the City Council understood what transpired. He explained that the Referendum allowed citizens to challenge the tax increase. He voted against it because it should have been for pay increases for emergency personnel and not involve non-essential services. Had the City separated those items and made it clear that the tax increase was to go toward emergency services, he would not have had an issue. He was not willing to support a tax increase for non-essential elements of the bond. He stated that the City needs to be more transparent. The majority vote went against what the City felt its needs were. He also suggested that information be disseminated so that the public is well informed.

John James Meyer commented that there are major concerns in the City and challenges that need to be addressed. The biggest issue was that there was no transparency with the bond. The debt security and funding document for the \$36 million bond for the Cook Family Park and the Cemetery expansion, identifies sales taxes as the funding source. The City now claims that property tax payments are to be used. The City defunded the Police and Fire Departments and the Library and instead chose to fund a park. He also claimed that the money was spent before it was obtained. According to City documents, the cost of the bond will be \$58 million. If that had been known, everyone would have voted against it. Mr. Meyer did not know how the Council could defund the Police Department and take money away from the roads, which are in desperate need of repair. The park was chosen over Roads, Police, and Fire which he considered unconscionable.

There were no further public comments. The Open Session was closed.

6) **CONSENT ITEMS**

- A. **City Council Minutes:
City Council Minutes for the January 2, 2024, Meeting.**
- B. **To Consider Approval of Payment Request No. 3 for Kilgore Contracting for the 900 West Surface Restoration Project.**
- C. **To Consider Approval of Payment Reports for December 28, 2023, and January 11, 2024.**
- D. **To Consider Approval of Payment Request No. 1 for HydroVac Excavation for the Pressurized Irrigation Meters Installation Project.**

ACTION: Council Member Andersen moved to APPROVE the Consent Items. Council Member Jensen seconded the motion. The motion carried unanimously with Council Members Andersen, Jensen, LeMone, Rogers, and Williams voting “Yes”.

7) **BOARD, COMMISSION, COMMITTEE APPOINTMENTS**

There were no appointments.

8) **PRESENTATIONS**

There were no presentations.

9) **PUBLIC HEARING ITEMS**

A. Public Hearing to Consider for Adoption a Resolution (2024-03) Adjusting and Amending the Actual and Anticipated Expenditures for Fiscal Year 2023/2024; and Providing for an Effective Date. Presenter: Director Roy.

Administrator Darrington reported that over a period of years, the City has put General Fund money into the Road Fund. The initial goal was to set aside \$3.8 million yearly for road revenue, which has been increased to \$4.5 million due to the proactive policies the City Council lobbied for or enacted. Some of the funds are restricted to road work only. Currently, approximately \$600,000 in General Fund money is being held in the Road Fund. As the City Administrator, he recommended that the same amount be put back into the General Fund to give the City Council greater flexibility with regard to its use. At any time, the City Council can move all or a portion back into the Road Fund if desired. He noted that the budget transfer back to the General Fund is on the Agenda for adoption.

Mayor Fugal opened the public hearing.

John James Meyer stated that it is inconceivable that the City Council is defunding roads. If the money is returned to the General Fund it will never be put back to roads. After asking Administrator Darrington a specific question, he was advised by Mayor Fugal that no discussion is permitted during public hearings. The money is to be used for something else. Mr. Meyer commented that the roads in Pleasant Grove are in poor condition and need repair. He asked what happened to the \$6.5 million bond for roads and if an Audit could be conducted to determine how that money was spent.

Bob Scott reported that the \$596,964 being returned to the General Fund represents the entire amount allocated by the City to roads. That money is to be used to pay the bond. \$2.6 million is needed every year to pay off the bond. Next year they will likely see that the returned money was used to pay the bond. If the transferred money is to be used to pay the bond, the City should be honest and acknowledge it.

Carl Cooney commented that roads have been discussed for many years and the fee issue has been through the courts. Money for roads is now being returned to the General Fund. He had not been involved in the issue for a long time for health reasons but it did not seem that anything had changed. He considered what was proposed to be a step backward. During the election, he never saw roads shorted until now for a park. He understood that the bond had passed and that certain funds had been allocated and spent. He agreed that the City Council is not being transparent,

which has resulted in misinformation. City roads are still being neglected and citizens want them fixed. Six years ago, the City Council requested money for roads and he supported taking from the General Fund to pay for them.

Chris Walsh stated that he is a single-issue voter on roads and to pull money from the roads to go to the General Fund was fiducially irresponsible. He has lived in Pleasant Grove for less than 10 years and has had to replace multiple parts on his car, including tires, because of the roads. Citizens pay when road maintenance is not a priority. He stated that roads should be a priority and urged the City Council to not spend the money elsewhere.

Lon Lewis stated that if the City Council and Mayor would acknowledge what the transfer is for the citizens would better understand the reasoning behind it. He wondered why it was necessary to move the money and if was being moved for the Park or the interest.

Michael Ray reported that when he first moved to Pleasant Grove 10 years ago, the City Council was pushing funding through to construct the City Building, which he did not support. The City has done many great things for his family. They love the City and plan to stay. He reminded the City Council Members that they are elected to serve the public. He did not vote for any of the incumbent City Council Members and was proud of that distinction because of what he considers dishonesty. He asked that they think about the message that is sent when they move \$600,000 and suggested they find a way to be fiscally responsible. If serving the citizens of Pleasant Grove is not the City Council's top three priorities, he asked that they resign.

John St Clair stated that during the Signature Gathering Campaign in protest of the tax increase, they spoke to thousands of City residents. Most agreed that the City roads need to be fixed and did not prioritize the Park. Roads were identified as the largest City asset and what increases property values. The City should be more creative than just moving money from the Road Fund to the General Fund and look at expenses and alternatives, such as phasing.

Jel Hazleton commented that if the tax increase had been separated between Emergency Services and the Park, she likely would not gotten involved. She met with 300 to 400 people who expressed concern about roads, a lack of transparency, and the feeling that their voices were not being heard. She also noted that for some, the increase was financially difficult. Everyone understands that money is limited but the City needs to prioritize and remember that roads are a priority. She stated that Council Member Jensen is well-liked because he is respectful, even if there is disagreement. Residents are also excited that Council Member Rogers was elected to serve on the City Council.

Carrie Coon was concerned with how things were being done. She stated that Pleasant Grove is known for having terrible roads and people are very concerned. It was of concern that money was being directed away from road repairs.

Tyler Powell commented that the City Council has misread the residents. The Referendum vote was a message and taking \$600,000 from roads is contrary to the desires of the residents. He stated that he would not contribute to mismanagement. He voted for Council Member Rogers and hoped to see change. He encouraged the City Council to look at the Referendum no vote as a reality check. He did not want to contribute to a City that continues to run as it has been. He also wanted

to make sure that the needs of citizens were addressed but did not feel that the City Council was listening.

Jacob Zons recalled a \$3.8 million study that was done seven years ago to determine what was needed to maintain City roads. He was certain that costs have increased since then, which makes it likely that much more is needed. Some of the roads have not been maintained in 30 years. If the City needs money for other things, it should be taken from another source. Before a vote is taken, he suggested that additional meetings be held to discuss the matter further. There are other potential methods to consider to obtain the needed funding. He commented that if the increased property tax had been only for roads, it would have passed and he would have supported it. Mr. Zons wished that all state and local governments would change their beliefs back to the basics and reduce taxes.

There were no further public comments. The public hearing was closed.

Mayor Fugal thanked the speakers for their comments and opened the discussion to the City Council and Staff. He asked that Administrator Darrington first provide background information on the proposed Resolution. He commented that the City Council has been dealing with this issue for several years and has done its best.

Administrator Darrington asked that the City Council identify questions to be addressed based on their own thoughts or issues raised during the public hearing.

- Council Member Andersen asked that the issues mentioned during the public hearing regarding the quarter-cent sales taxes and the County be addressed and explained.
- Council Member Williams asked that the reasons why the City Council should act now be explained.

Overview of Road Funding

Administrator Darrington reported that the County recently enacted a quarter-cent sales tax increase that was to be directed specifically to Transportation. The funding source is slightly different than Class C Road Funds and the City's Transportation Utility Fee. All three revenue sources are restricted funds. Class C Road Funds can pay for things such as sidewalks, employee time, and road-related activity. Transportation Utility Fee funds can be used only for road maintenance, which is how it was fashioned by the City Council. The Transportation quarter-cent sales tax money can be used a bit more broadly to include trail work. As a City Administrator, he recommended that the quarter-cent sales tax money be limited to road funding. There had not yet been much discussion about that specific funding source as it just began two weeks ago. He noted that it is the genesis of road funding.

Rationale for and Discussion of the Transfer of General Fund Money

The reasoning behind moving the money to the General Fund from the current road funds is as follows:

- Depending on future legislation, the \$600,000 could be locked up for an extended period of time.
- To move it now would give the City Council the flexibility to use it for other departmental needs.

The priority of how the funds are used is based on a recommendation from staff to the City Council, which determines how the money is to be spent. It is not easy for the City Council to make those determinations as there are conflicting demands from the public on how the money is to be spent. Some want all of the money to go toward roads while others want it to go toward parks or indoor recreation. The City Council has to make sense of the conflicting positions and decide the most appropriate course of action. The speakers at the public hearing expressed the opinion that roads should be the number one priority over every other service the City provides.

Administrator Darrington suggested the following:

- He recommended the \$600,000 include funding for Public Safety, the Library, the Park, the Swimming Pool, or the Community Development Department. Specific details regarding how the money is allocated have not yet been fully addressed.
- In light of the failed Referendum and after viewing the City's expenses, projected activities, and services, Staff acknowledged a budget gap of \$730,000. This \$600,000 could help fill that gap.
- It is important to note that all of the gap is not a result of the Park bond. The majority of the shortfall comes from the following Public Safety changes:
 - An increase in police salaries;
 - The hiring of an additional Fire Fighter; and
 - Funding to support an additional Librarian.
- One option was to use the transferred money to cover additional Public Service and Library costs with the remainder going toward the Park. Another option for using this one-time money could include incorporating it into the budget for next year. Nothing had been decided as budget discussions were set to begin shortly.

Rationale For Taking Transfer Action Now

Administrator Darrington explained that it is important that the \$600,000 be moved sooner rather than later to ensure that the City Council maintains flexibility in its use versus having the funds locked into the Road Fund via a legislative decision. He noted that the State Legislature often dictates to cities how they should spend City money and as the City Council is a representative of the local government it should decide how tax dollars are spent and not the Legislature. If the State controls how local money is spent, it is possible that in the future, there will be disagreements about whether the funding meets the needs of City residents. He stressed the importance of local control.

Administrator Darrington stated that it is unclear what future legislation may bind the City Council; however, the requirement for the installation of water meters is a great example of State

action binding how City funds are used. Fortunately, Pleasant Grove City is in the financial position to take advantage of the 70% cost savings offered by the State. That savings represents \$750,000 per year.

In addition, the Transportation Utility Fee, which was put in place by the City Council to provide an ongoing source of funding for road work, has been reinstated. That matter was litigated during which time the City did not charge a fee and held the money already collected in trust. Pleasant Grove's position has been upheld on Appeal by the State Supreme Court. Once that ruling was final and before the fee was reinstated, the City Council reduced the fee by 20% to decrease the burden on the general public. The fee could have remained at the higher rate, which would have brought money in more quickly, however, the City Council considered the financial burden on taxpayers to be a greater need. The fee funds that were held in trust and the future payments, which are substantial, are now available for road funding.

When asked what was meant by saying that the \$600,000 was built up over time, Administrator Darrington stated that between 2013 and 2016, a prior City Council created a yearly allocation of \$125,000 of General Fund money to be put into the budget for roads. Additional funding has been added periodically with a final addition of \$250,000 last year. This brought the total to approximately \$600,000. Over the past few years, there have been discussions about moving the money back to the General Fund and at one point, a portion was allocated to be used to cover personnel costs. While it remains in the General Fund, the money has been used for engineering and road design work.

Budgetary Considerations and Decision-Making

Over the last nine months, the City has over \$2 million to use for roads. The Transportation Utility Fee was deemed legal in March and yielded \$1.2 million. The quarter-cent sales tax increase adds \$750,000. This information serves as a trigger to move the General Fund money back into the General Fund for other uses. Administrator Darrington stated that the City is better served by taking the \$600,000 General Fund money out of the Roads Fund to be used for other needed services. The \$2 million is restricted money that can only be used for roads.

Administrator Darrington explained that roads are not the only obligation the City has. Infrastructure such as water and sewer, requires a portion of funding to come from sources other than the City. If outside funding was not available, individual water and sewer bills would be around \$150 per month. Although utility rates increase each year, the rate charged never fully covers present and future anticipated costs because of the political pressure against raising rates. Decisions are made routinely regarding what can be funded.

The City Council is faced with making decisions that are not always popular and there will always be conflicting opinions about how the money is spent. This weighs on the City Council and he hoped the public understands that roads are only one of the factors to be considered.

Administrator Darrington reported that a public hearing was held on August 1, 2023, regarding the proposed tax increase. About 25 residents were present with about 15 speaking. The next day, 450 residents were present for the ground-breaking at the Park. He assumed that a large majority

of those present were in support of the Park. He explained that the Referendum on the property tax increase and how that money should be spent went forward and the citizens defeated the tax increase. He stated that two of the City Council members who actively advocated for the tax increase were re-elected after the Referendum vote. He reported that the City Council must do its best judgment to keep the City running. It is Staff's job to look at all of the issues to properly advise the City Council on action to be taken.

Transparency Comments

Administrator Darrington reported that the City has held several public meetings on the Park and discussed the proposed property tax increase. The February 2023 agenda included the property tax increase to be discussed. Discussions included the funding requirements and identified projects that required funding. All were open public meetings. The City has fully complied with the public notice requirements. He explained that the City cannot borrow \$36 million without holding a public hearing. The tenure of the Council Members was discussed. Administrator Darrington stated that the City Council has consistently put more money toward roads than any other City Council in the past. They initially put \$200,000 to \$300,000 per year toward roads and that amount has now increased to \$4.5 million. Last year, \$11.5 million was put toward roads. It was reported that the largest road project ever done in Pleasant Grove was approved for 2024. The City Council has listened to the residents and taken definitive action. For that reason, he was confident in recommending taking advantage of an opportunity to take General Fund money back from roads to cover other services.

Council Member Williams asked that the breakdown of the bond funding be described.

Breakdown of Bond Money

Administrator Darrington reported that the City initially purchased 40 acres of property to build a storm drain basin. Council Member Lee Jensen and City Engineer Degen Lewis were the driving force behind purchasing all 40 acres. At the time, he expected it to cost the City too much. Council Member Jensen stated that the City would need all the property at some time in the future. It was purchased for \$3 per square foot in 2012 with the intent to construct the storm drain basin and expand the cemetery. Also discussed were soccer fields and a traditional park.

A generous donation from a Pleasant Grove resident of \$5 million to build a Park changed things. He reported that there have been comments that only the \$5 million should be used to build a Park. He commented that had the City informed the donor that the City did not plan to contribute to the construction of the Park, the offer would likely have been withdrawn. City Council Meetings were held and they began with the Storm Drain Basin and the Park and explored other options. The Cemetery expansion was always considered as it is adjacent to the area. Work was done for nearly two years to develop various concept plans. The determination was ultimately made regarding what would be included. The Engineering Design Analysis was used to identify the required amount of funding.

The \$36 million was broken down as follows:

- \$3 million for the Cemetery expansion;
- \$3.2 million for road improvements around the area of 600 West, 800 North, and 400 North;
- Curb, gutter, and sidewalk;
- \$11.2 million for the Storm Drain Detention Basin;
- \$7 million toward building a channel from the southern portion of the City to Utah Lake;
- \$2 million in storm drain costs; and
- \$10 million for the Park on behalf of the City.

The decision to obtain the bond funding before the tax vote was based on the volatile economic picture at the time, specifically rising interest rates. By bonding in March instead of August, \$3 million was saved in interest payments. Administrator Darrington acknowledged that interest costs should be considered but it is likely that the bond will be refinanced at a lower interest rate in the future.

Mayor Fugal reported that given the comments that the City Council is taking money away from roads, information about what is being done needs to be clarified. He was pleased that Administrator Darrington clarified that this City Council has done more for roads than any other City Council. He invited Director Winterton to provide a summary of road work in Pleasant Grove.

Discussion of Road Work

Director Winterton reported that he has been with Pleasant Grove for nearly two years and has been able to look at the road history through a fresh set of eyes. He spent 23 years in Public Works in Orem City where he participated in similar discussions. He reported that all cities experience something similar. He stressed the importance of recognizing that the City's budget cannot be compared to Orem or any other city. Orem's sales tax revenue, per capita, is triple what Pleasant Grove's sales tax is. That impacts the General Fund. Orem's goal over time was to simply bring businesses in to create that tax revenue. The result is that it takes a long time to drive through the heart of Orem City.

Director Winterton displayed a list of 2024 road projects that are currently out to bid. The list of 105 roads will cost approximately \$3.7 million and is to be done this summer. It does not include roads that were completed one to two years ago or those that have been worked on as a result of utility projects. The work is to assist in accomplishing the Three-Year Road Plan that was enacted in 2020 and much more. He commented that some of the road work that was anticipated previously was halted because of COVID-19. The information will be posted to the City's website and the material will be covered during the Budget Session.

Director Winterton reported that the City does not currently have a map that shows every road in the City with a year attached to when work will be completed. Such a map would be disingenuous. He explained that several factors are taken into consideration with regard to when and where work is to be done. The City Council prepares a budget every year and the Public Works Department plans future work by coordinating with master planning efforts. They also predict utility work that may be required. They work with other agencies such as UDOT. Staff and the City Council determine if work can be done based on the cost of materials and labor and the budget.

Director Winterton stated that he and Finance Director, Denise Roy, obtained information on Class C Road Funding between 2008 and 2022. He explained that the low flat line reflects money spent and remains flat until 2018 and 2019 when efforts were made to increase the amount put toward roads. He described the impact COVID-19 had on the slope of the curve. This information includes Mountainland Association of Governments (“MAG”) funds as well. He stated that the City has an obligation to match funds. MAG also did not pay for utility or work described as betterment. He described how taxpayer money paid into MAG is allocated to various cities.

Director Winterton reported that this year, the City will spend \$8.5 million, and possibly more, on roads. Road bond money must be spent on roads and that money is being used for ongoing projects. He provided information about the impact on funding during the pendency of a 10-year bond that addressed about 75% of Class C Roads. He reviewed the money to be obtained through the Transportation Utility Fee money and the quarter-cent sales tax funds. That money has not yet been allocated. Director Winterton was asked if the current budget anticipates the General Funds being allocated to roads. He explained that because he prepared these figures six to eight months ago, he would have to double-check them and report back.

There was discussion regarding how the current road work is to be performed and sidewalk costs. The cost of repair or reconstruction was acknowledged as being more expensive now because of the current market and labor costs. A comment was made that Pleasant Grove has 125 to 130 miles of road and for a long time, very little maintenance was done. The intent was to show that the roads are considered important. Director Winterton agreed to provide updated maps showing the work that has been and will be done including surface treatments. The cost per square mile will be kept in perspective at \$16/per lineal foot for preservation and \$250/lineal foot to reconstruct and rebuild the road. Director Winterton stated that at the meetings he will explain the rationale behind site selections. He stated that once the project is bid it is still up to Public Works to manage. The budget and planning session were scheduled for February 9, 2024, at 9:00 a.m. in the Fire Training Room.

General Comments

There was general discussion about where the City Council and Staff live, with most residing in Pleasant Grove. Council Member LeMone was disappointed with audience members who she saw snickering, talking, and laughing during staff’s presentation. She stated that the City Council listened to the public comments in a respectful manner and she would appreciate the same level of respect to be reciprocated. She hoped to have respectful interchanges going forward.

Mayor Fugal was pleased to see residents present and disclosed the following:

- The City Council does not respond to what is said at an open public hearing. The City Council listens to comments but does not debate.
- Roads have been discussed for years. The City Council meets twice per month and roads have been addressed often.
- The City Council is working hard to get the roads fixed and to ensure that other community services are available.

- There are great roads in the community. The main roads in Pleasant Grove are completed and the focus is on work in subdivisions. The City has made significant progress. He expressed appreciation to City staff.
- City Council Meetings are open to the public but are often sparsely attended. He invited the public to get involved and attend meetings.

Council Member Jensen thanked the audience for the comments and acknowledged that some were offered in anger or frustration. He stated the following:

- A meeting was held several years ago regarding roads and whether money should be taken from other services such as the Library, Recreation, and Parks to go toward roads. At that time, over 60% of citizens were unwilling to do so.
- He stated that he does not serve on the City Council because of ego. He has been in public service for more than 34 years and loves serving his community. He enjoys taking on issues that are important to the community.
- Council Member Jensen was sorry that Mr. Powell did not feel he could donate his money but stated that that was his decision. He explained that General Fund money is not Road money. Road funds come from Class C Road Fund, Transportation Utility Fees, and the quarter-cent sales tax fee.
- In 2014 through 2016, the City Council put more money toward roads. Although \$195,000 does not sound like a lot, it was at the time. In 2017, that amount was increased to \$324,000. In 2018, it increased again to \$424,000. In 2019 through 2022, the amount was reduced to \$346,000 because there were needs in other areas as described previously by Administrator Darrington. The funding is flexible so that needs can be met. In 2023, the \$346,000 was propped up by the 2022 property tax of \$250,000. We are now up to \$600,000, which comes from the General Fund.
- Every year, The City Council goes through the process of creating a budget. Departmental needs are specifically evaluated.
- The quarter-cent tax fund likely only offsets what is being done on roads.
- He commented on the \$4.72 million that was voted down. Council Member Jensen spoke to many frustrated residents. Many have since indicated that they wish they had voted differently.
- Last year, money was set aside for the Park. We heard tonight that over two-thirds of that money will go toward infrastructure. That is important for the City and the purchase of the pipe plant.
- Council Member Jensen was disturbed by the allegation that the City Council defunded Police and Fire. He noted that large amounts of funding were directed there. In 2022, property tax increases all went to Public Safety. A portion of the 2023 property tax will likewise go to Public Safety.
- He was proud of each of the nine departments in the City. He also expressed appreciation to the City Council which makes the difficult decisions.

Council Member Andersen provided the following comments:

- She agreed with Council Member Jensen's comments and stated that each City Council Member comes with different strengths. She has served since 1991. She has seven

children, six of whom live in Pleasant Grove and are in different economic situations. She stated that she cares deeply about the community.

- As Council Member Jensen stated, the funding for roads has not been at the expense of other departments. She encouraged the public to talk with the Police and Fire Chiefs to learn that defunding has not taken place. Public Safety is important because the cannibalization of public safety officers is occurring across the State where cities are offering more money for employees with more than 10 years of experience. Salaries must remain competitive.
- Council Member Andersen supported having conversations about where money is spent and the proposed bond.
- She was grateful for the quarter-cent sales tax from the County, which is designated for roads in the amount of \$750,000. That funding source will offset the need to use General Fund money as a bridge until additional funding becomes available.
- With regard to bond funding, two-thirds will go toward infrastructure, Public Safety, and the Library.
- She agreed that the City needs to do a better job of educating and communicating with the public. She was very comfortable approving the budget amendment.

Council Member Rogers reported that this is a difficult vote for him. He has communicated with some of the Directors and City Administrator in evaluating the status of the City. He provided the following comments:

- He has the benefit of being ignorant to much of what has gone on recently but had heard that there can be difficulties with long-serving City Council Members. He was not sure that was the case here.
- He stated that the City's Administrator and Directors are competent. The City Council Members also care about Pleasant Grove and are competent. He stated that as he has become acquainted with Members of the City Council he has come to trust the information he is provided with.
- He struggled with the fact that a majority of citizens were opposed to the tax increase and 3,533 voted against it.
- Whether it is a slim or large majority, it is a majority. People may wish they had voted differently. He asked that going forward, residents come to the City Council for information. He expected voters to have information regarding the issue they are voting on. He stated that he cannot ignore the voice of the people. It is a difficult decision because he respects the Directors and understands the reasons for the proposed amendment. He also understands his role, which is to uphold the voice of the people.
- Providing information about the history of the roads has been very helpful. They are fortunate that Director Winterton came from Orem as he is very competent.
- He questioned whether the City Council listened to the citizens during the election.

Council Member LeMone provided the following comments:

- The vote did not involve the majority of residents but rather the majority of voters. She reported that Pleasant Grove has over 40,000 residents.

- The City Council needs to listen to voters but they are not the majority of residents. The turnout was 25%. She explained that they were not voting for a budget amendment and did not want their property taxes to be increased to fund a Park. She clarified that they were not voting for the \$600,000 to be transferred back to the General Fund. She noted that the City Council is doing what the voters want and not going forward with the property tax increase. She stated that the voters did not vote on a budget amendment.
- Once the vote was heard by the City Council, changes were made to the budget.

Council Member Rogers appreciated Council Member LeMone’s point of view.

ACTION: Council Member Andersen moved to ADOPT Resolution 2024-03 Adjusting and Amending the Actual and Anticipated Expenditures for Fiscal Year 2023/2024; and Providing for an Effective Date. Council Member Jensen seconded the motion. Vote on motion: Council Member Andersen-Yes; Council Member Rogers-No; Council Member Jensen-Yes; Council Member LeMone-Yes; Council Member Williams-Yes. The motion passed 4-to-1.

B. Public Hearing to Consider for Adoption an Ordinance (2024-1) Amending City Code Title 11 Chapter 7 “Plan and Plat Requirements” Updating the Current Review Process for Subdivisions and Enacting Subsection 7 Establishing New Standards for the Application, Review, and Approval Process for Proposed New Residential Subdivisions, Single-Family, Duplexes and Townhomes Only, and Providing for an Effective Date (Pleasant Grove City, Applicant). *Presenter: Director Cardenas.*

Community Director, Daniel Cardenas, reported that the proposed ordinance formalizes the procedural changes mandated by the passage of SB-174 pertaining to standardization of the review and approval processes for new residential subdivisions for single-family, duplexes, and townhomes. State Code sets forth the specific requirements to be uniformly followed. Currently, each jurisdiction is allowed to determine its own process of review and approval. For Pleasant Grove, if an application for a residential subdivision is received, staff reviews the application and when it is at the final plan stage, presents it to the Planning Commission for a recommendation. If the subdivision consists of three or fewer lots, once approval is granted by the Planning Commission, it is forwarded to the City Engineer for approval. If the subdivision consists of more than three lots, once a public hearing is held and a recommendation of approval is given by the Planning Commission, the matter is forwarded to the City Council for action. The proposed ordinance modifies that process to place final approval for all residential subdivisions involving single-family, duplexes or townhomes, with the Planning Commission or, alternatively, the City Engineer or Community Development Director.

The proposed process meets all State requirements and is tailored as follows:

- The Permit Administrator has two days to initially review the application for completeness and notify the applicant in writing of the determination. If the application is found to be incomplete, it will not be accepted.
- If the application is determined to be complete, it is considered accepted when the fee is paid. This action triggers the time allowances for reviews.

- The first review must be completed within 15 days and final reviews must be done within 20 days. The application can be reviewed a maximum of four times. The City has revised its internal procedures and staff is confident that it can work within this time frame. The average number of reviews at the present time is five.

The City will now require an applicant to submit a Preliminary Subdivision Plat as part of the application. In addition, an 18-page document identifying each requirement has been created and will be distributed to assist in the process. If, after the four reviews, the applicant and staff do not agree, there is an appeal process and the matter will be heard by the City's Hearing Officer. If an engineering issue is involved, the applicant is to select one engineer and the City selects another. The two engineers then agree on a third engineer to establish a panel to jointly make the determination. The cost of the appeal is split equally between the applicant and the City. If the applicant is still dissatisfied, a District Court hearing is the next step. Director Cardenas commented that for the most part, residential subdivisions meet or do not meet the zoning requirements. The ordinance has been reviewed by the City Attorney and the Planning Commission has reviewed and recommended approval of the proposed ordinance.

A question was raised regarding whether the proposed ordinance impacts townhomes in The Grove Zone. City Attorney, Tina Petersen, reported that townhomes are not allowed in The Grove Zone, and apartments, which are allowed, do not fall within the categories addressed by the proposed ordinance. To have townhomes in The Grove Zone, the zoning would need to be changed. She added that minor changes may be needed if the Legislature modifies the law in any respect. There is a requirement that the ordinance be adopted by February 2024.

Mayor Fugal opened the public hearing.

Jacob Contes asked to see more affordable housing properties and three-family homes allowed in Pleasant Grove.

There were no further public comments. The public hearing was closed.

ACTION: Council Member Jensen moved to ADOPT Ordinance 2024-1 Amending City Code Title 11 Chapter 7 "Plan and Plat Requirements" Updating the current review process for Subdivisions and enacting Subsection 7 Establishing New Standards for the Application, Review, and Approval Process for Proposed New Residential Subdivisions, Single-Family, Duplexes, and Townhomes only, and providing for an effective date. Council Member Rogers seconded the motion. The motion carried unanimously with Council Members Andersen, Rogers, Jensen, LeMone, and Williams voting "Yes".

10) **ACTION ITEMS READY FOR VOTE**

- To Consider for Adoption a Resolution (2024-04) Authorizing the Mayor to Appoint a Member Representative to the Central Utah 911 Board and Providing for an Effective Date. *Presenter: City Administrator Darrington.***

Administrator Darrington reported that Council Member Jensen has faithfully served on the

Central Utah 911 Board for three or four years. The Board sent out notice asking about the status of representation. Council Member Jensen was willing to have someone else serve, if interested. Council Member Williams expressed interest in the position. The proposed Resolution addresses the change in representation.

ACTION: Council Member Jensen moved to ADOPT Resolution 2024-04 Authorizing the Mayor to Appoint a Member Representative to the Central Utah 911 Board and providing for an effective date. Council Member LeMone seconded the motion. Vote on motion: Council Member Andersen-Yes; Council Member Rogers-Yes; Council Member Jensen-Yes; Council Member LeMone-Yes; Council Member Williams-Yes. The motion carried unanimously.

B. To Consider for Adoption a Resolution (2024-05) Authorizing the Mayor to Execute a Master Agreement for Professional Services with Ridgeline Consultants, Inc. for Engineering Services on a Project Specific Basis. Presenter: Administrator Winterton.

Director Winterton reported that the above Resolution involves the City Council entering into a Master Agreement between the City and the Consultant. Ridgeline Consultants, Inc. is an engineering firm and the agreement gives the City additional bid options for services. These types of Agreements are beneficial to the City as it expands the competitive bidding environment to provide the best possible options for the City.

ACTION: Council Member Andersen moved to ADOPT Resolution 2024-05 Authorizing the Mayor to Execute a Master Agreement for Professional Services with Ridgeline Consultants, Inc. for Engineering Services on a project-specific basis. Council Member Rogers seconded the motion. Vote on motion: Council Member Andersen-Yes; Council Member Rogers-Yes; Council Member Jensen-Yes; Council Member LeMone-Yes; Council Member Williams-Yes. The motion carried unanimously.

C. To Consider for Adoption a Resolution (2024-06) Authorizing the Mayor to Declare 1 Desktop Lenovo M715, 1 Desktop HP ProDesk 400, 1 Elitebook745 Laptop, 1 Lenovo A475 Laptop, 2 Surface 3 Laptops, 1 Surface Pro 7, 2 Surface Pro 6, 1 Surface Pro 5, 1 Lenovo T495 Laptop, 1 Lenovo P72, and 1 Surface Laptop 2 Computers as Surplus and Direct that they be Disposed of According to the City's Policy for Disposing of Surplus Property. Presenter: Assistant to the City Administrator Brower.

Assistant Administrator Brower reported that the City's IT consultant recommended that all of the equipment listed be disposed of as surplus according to the Computer Rotation Schedule. Administrator Darrington stated that, per the policy, the computers listed will be made available to employees at market price.

ACTION: Council Member Williams moved to ADOPT Resolution 2024-06 Authorizing the Mayor to Declare 1 Desktop Lenovo M715, 1 Desktop HP ProDesk 400, 1 Elitebook745 Laptop, 1 Lenovo A475 Laptop, 2 Surface 3 Laptops, 1 Surface Pro 7, 2 Surface Pro 6, 1 Surface Pro 5, 1 Lenovo T495 Laptop, 1 Lenovo P72, and 1 Surface Laptop 2 computers as surplus and direct

that they be disposed of according to the City’s Policy for Disposing of Surplus Property. Council Member Andersen seconded the motion. Vote on motion: Council Member Andersen-Yes; Council Member Rogers-Yes; Council Member Jensen-Yes; Council Member LeMone-Yes; Council Member Williams-Yes. The motion carried unanimously.

11) **ITEMS FOR DISCUSSION**

A. **Continued Items from the Work Session, if needed.**

12) **REVIEW AND DISCUSSION OF THE FEBRUARY 6, 2024, CITY COUNCIL MEETING AGENDA**

13) **MAYOR AND COUNCIL BUSINESS.**

Council Member Jensen reported that the Gala, a bow-tie event, will take place on February 8, 2024. There will also be a sign-up for a business event for Utah Valley University on April 10, 2024, from 8:00 a.m. to 1:00 p.m. An e-mail will be sent out by Administrator Darrington.

Council Member Rogers reported that he was approached by three senior citizens in the community who indicated that they were having issues with rent in a rent-controlled subsidized location. They asked that he be aware of it. Housing is getting expensive and there is a concern that they will be priced out of the market. One complex is rent-controlled. He was told that leases are not being renewed but they are allowed to stay with a rent increase. He suggested that they be directed to Utah Legal Services and possibly file a Complaint with the Federal Housing Authority (“FHA”). The County should also be made aware. It was noted that the Senior Center may also be able to assist.

14) **SIGNING OF PLATS.**

15) **REVIEW CALENDAR.**

16) **ADJOURN.**

ACTION: At 8:28 p.m. Council Member Williams moved to ADJOURN. Council Member LeMone seconded the motion. The motion carried unanimously with Council Members Andersen, Jensen, LeMone, Rogers, and Williams voting “Yes”.

The City Council minutes of January 17, 2024, were approved by the City Council on February 6, 2024.

Wendy Thorpe, CMC
City Recorder

(Exhibits are in the Recorder’s office.)



INVOICE

INVOICE NO: **73198**

To: **CITY OF PLEASANT GROVE**
70 S 100 E
PLEASANT GROVE, UT 84062

DATE: 1/31/2024

JOB NO: 123715

Job Name COOK FAMILY PARK

PAYMENT REQUEST # 4

ORIGINAL CONTRACT AMOUNT	\$	8,500.00
NET CHANGE BY CHANGE ORDER	\$	<u>11,605,948.45</u>
ADJUSTED CONTRACT AMOUNT	\$	<u><u>11,614,448.45</u></u>
TOTAL COMPLETED TO DATE	\$	1,241,394.98
LESS RETENTION	\$	<u>59,407.15</u>
TOTAL EARNED LESS RETAINAGE	\$	1,181,987.83
LESS PREVIOUS INVOICES	\$	<u>1,136,350.79</u>
AMOUNT DUE THIS REQUEST	\$	<u><u>45,637.04</u></u>

PLEASE REMIT PAYMENT TO: BIG-D CONSTRUCTION

IF THERE ARE ANY QUESTIONS REGARDING THIS INVOICE, PLEASE NOTIFY US AT ONCE.

404 WEST 400 SOUTH
SALT LAKE CITY, UTAH 84101

APPLICATION AND CERTIFICATION FOR PAYMENT

DOCUMENT G702

TO OWNER:

CITY OF PLEASANT GROVE
70 S 100 E
PLEASANT GROVE, UT 84062

PROJECT:

COOK FAMILY PARK
400 N 600 W
PLEASANT GROVE, UT 84062

APPLICATION NO: 4

PERIOD FROM: 1/1/2024

PERIOD TO: 1/31/2024

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:

BIG-D INC.
404 W 400 S
SLC, UT 84101

VIA ARCHITECT:

HORROCKS
2162 WEST GROVE PARK SUITE 100
PLEASANT GROVE, UT 84062

PROJECT NO: 123715

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 8,500.00
2. Net change by Change Orders	\$ 11,605,948.45
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 11,614,448.45
4. TOTAL COMPLETED & STORED TO DATE (Column H on G703)	\$ 1,241,394.98
5. RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$ 59,407.15
b. 5 % of Stored Material (Column F on G703)	\$ -
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 59,407.15
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 1,181,987.83
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 1,136,350.79
8. CURRENT PAYMENT DUE	\$ 45,637.05
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 10,432,460.62

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	11,605,948	
Total approved this Month		
TOTALS	11,605,948	-
NET CHANGES by Change Order	11,605,948	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

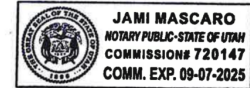
CONTRACTOR:

By: Tyler Allen Date: 1/30/2024

State of: Utah County of: Utah
Subscribed and sworn to before me this 30th day of Jan, 20 2024

Notary Public: Jami Mascaro

My Commission expires: 09/07/2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 45,637.05

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Brett Wood Date: 2/2/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OWNER'S REP. CERTIFICATE FOR PAYMENT

By: Neal Winterton Date: 2/2/2024

CONTRACTOR: BIG-D INC.
 PROJECT: COOK FAMILY PARK

SCHEDULE of VALUES
 PROJECT NO: 123715

DATE: 1/31/2024
 PAY APP: 4

A ITEM NO.	B DESCRIPTION OF WORK	C % ITEM OF TOTAL	D SCHEDULE OF VALUES	E CHANGE ORDERS	F REVISED SCHEDULE OF VALUES	G WORK COMPLETED		H MATERIALS STORED	I TOTAL COMPLETED & STORED	J % TO DATE	K BALANCE TO FINISH	L LESS PREVIOUSLY BILLED	M AMOUNT DUE THIS REQUEST	N RETENTION WITHHELD 5%
						PREVIOUS APPLICATIONS	PAY REQUEST #4							
0.0	PRECONSTRUCTION	0.46%	8,500.00	44,752.00	53,252.00	53,252.00	-	-	53,252.00	100.00%	-	53,252.00	-	-
1.0	GENERAL CONDITIONS	17.48%	-	2,029,625.37	2,029,625.37	87,449.97	46,125.63	-	133,575.60	6.58%	1,896,049.77	83,077.47	43,819.35	6,678.78
12.0	FURNISHINGS	12.91%	-	1,500,000.00	1,500,000.00	-	-	-	-	0.00%	1,500,000.00	-	-	-
31.0	EARTHWORK	61.86%	-	7,184,230.38	7,184,230.38	1,005,299.85	-	-	1,005,299.85	13.99%	6,178,930.53	955,034.86	-	50,264.99
93.0	BUILDERS RISK	0.62%	-	72,115.14	72,115.14	7,405.25	302.68	-	7,707.93	10.69%	64,407.21	7,034.99	287.55	385.40
93.1	GENERAL LIABILITY INSURANCE	0.79%	-	91,415.70	91,415.70	9,394.72	376.13	-	9,770.85	10.69%	81,644.85	8,924.98	357.32	488.54
94.1	BONDS	0.49%	-	57,020.63	57,020.63	-	-	-	-	0.00%	57,020.63	-	-	-
98.1	CONTRACTOR CONTIGNECY	2.84%	-	329,374.78	329,374.78	-	-	-	-	0.00%	329,374.78	-	-	-
99.0	CM/GM OVERHEAD AND FEE	2.56%	-	297,414.45	297,414.45	30,554.20	1,234.55	-	31,788.75	10.69%	265,625.70	29,026.49	1,172.82	1,589.44
TOTALS		100.00%	8,500.00	11,605,948.45	11,614,448.45	1,193,355.99	48,038.99	-	1,241,394.98	10.69%	10,373,053.47	1,136,350.79	45,637.04	59,407.15



CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: COOK FAMILY PARK (the "Project")

Job No: 123715

Upon receipt by **Big-D Construction** of a check from **CITY OF PLEASANT GROVE** in the sum of **\$ 45,637.04** Payable to Big-D Construction, and when the check has been properly endorsed and paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights that Big-D Construction has on the Project to the extent outlined below.

This release covers a progress payment to Big-D Construction for all labor, services, equipment or materials furnished to the Project through 1/31/2024 ("Release Date"), but only to the amount paid and does not cover any retention, pending modification, claims and changes, or work performed after the Release Date.

Big-D Construction warrants that it either has already paid or will use the money it receives from this progress payment to promptly pay, to the extent Big-D Construction is paid, all of its laborers, subcontractors, materialmen and suppliers for all labor, materials, equipment and/or services provided for the Project up to the Release Date, and that all services or materials were actually used at the Project.

Big-D Construction further agrees to indemnify and hold **CITY OF PLEASANT GROVE** harmless from any and all damages, costs, expenses and legal fees relating to any claim for amounts paid to Big-D Construction which remain unpaid by Big-D Construction to any other party for labor, materials, and/or equipment relating to any work performed by Big-D Construction on the Project through the Release Date.

Date: 1/31/2024

BIG-D Construction
(Company Name)

By: Tyler Allen
(Signature)

JCA
(Title)

COOK FAMILY PARK**INVOICE 4 DETAIL**

LINE REF/ INV #	DESCRIPTION	UNITS	RATE	AMOUNT	AMOUNT LESS RET.	TOTAL LESS RET.
01-011010 - - 12/25/2023 - 1/21/2024	PROJECT MANAGER KURT KOBAYASHI	48 HRS	115	5,520.00	5,244.00	
01-011020 - - 12/25/2023 - 1/21/2024	PROJECT DIRECTOR BRANDON ECCLES	8 HRS	152	1,216.00	1,155.20	
01-011030 - - 12/25/2023 - 1/21/2024	SUPERINTENDENT JARED KELLER	92 HRS	140	12,880.00	12,236.00	
01-011070 - - 12/25/2023 - 1/21/2024	PROJECT ENGINEER LOGAN MOLENI	32 HRS	74	2,368.00	2,249.60	
01-011220 - - 12/25/2023 - 1/21/2024	JOB COST ACCOUNTANT TYLER ALLEN	12 HRS	66	792.00	752.40	
01-011230 - - 12/25/2023 - 1/21/2024	PROJECT ADMINSTRATOR JAMI MASCARO	8 HRS	55	440.00	418.00	
01-011320 - - 12/25/2023 - 1/21/2024	SAFETY COORDINATOR KEN LEMAY	3 HRS	92	276.00	262.20	
01-015180 - - YARD	TEMP POWER BIG-D CONSTRUCTION			1,621.95	1,540.85	
01-015200 - - 055396027 6	CONSTRUCTION FACILITIES HONEY BUCKET HONEY BUCKET			(127.50) 170.01	(121.13) 161.51	
01-015310 - -	SAFETY - JOBSITE BIG-D YARD			1,120.42	1,064.40	
01-015626 - - 2528035	TEMP FENCING AMERICAN FENCING			18,980.33	18,031.31	
01-015930 - - VISA	OFFICE FURNITURE JARED KELLER			420.29	399.28	
01-015940 - - VISA	OFFICE SUPPLIES JARED KELLER			271.02	257.47	
01-016120 - - SOFTWARE	SOFTWARE BIG-D CONSTRUCTION			72.06	68.46	
01-016340 - - VISA	SMALL TOOLS JARED KELLER			105.05	99.80	
GENERAL CONDITIONS TOTAL					46,125.63	43,819.35
				BUILDERS RISK	302.68	287.55
				GENERAL LIABILITY INSURANCE	376.13	357.32
				CONTRACTOR CONTIGENCY	-	-
				CM/GC OVERHEAD & FEE	1,234.55	1,172.82
TOTAL					48,038.99	45,637.04

**PARTIAL PAYMENT ESTIMATE
NO. 2**

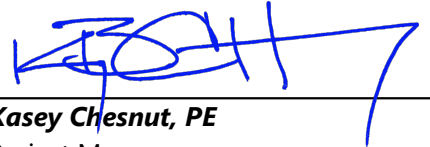
Name of Contractor: HydroVac Excavation		
Name of Owner: Pleasant Grove City		
Date of Completion:	Amount of Contract:	Dates of Estimate:
Original 29-Aug-25	Original: \$6,993,404.00	From: 15-Dec-23
Revised:	Revised: \$6,993,404.00	To: 15-Jan-24

Description of Job: Pressurized Irrigation Meters Installation		
Amount	This Period	Total To Date
Amount Earned	\$180,810.00	\$609,690.00
Retainage Being Held	\$9,040.50	\$30,484.50
Retainage Being Released	\$0.00	\$0.00
Previous Payments		\$0.00
Amount Due	\$171,769.50	\$579,205.50

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: 2/2/2024



Kasey Chesnut, PE
Project Manager

Accepted by: **HydroVac Excavation**

Date: 2/2/2024

Shyloh Muhlestein

Shyloh Muhlestein
Project Manager

Approved By: **Pleasant Grove City**

Date: _____

Guy Fugal
Mayor

Budget Code _____ Staff Initial _____



Invoice

Date	Invoice #
1/15/2024	1301

1193 N. 2300 W.
Lehi, Ut. 84043

Bill To
Pleasant Grove City
323 W. 700 S.
Pleasant Grove, UT 84062

P.O. No.	Terms	Date of Service
Billing #2	Due on receipt	

Description	Qty	Rate	Amount
Pressurized Irrigation Meters Installation Route 26			
Section 1			
Cat. 1-5	56	650.00	36,400.00
Surface Restoration	32	90.00	2,880.00
Section 2			
Cat. 1-5	91	650.00	59,150.00
Surface Restoration	28	90.00	2,520.00
Section 3			
Cat. 1-5	56	650.00	36,400.00
Surface Restoration	13	90.00	1,170.00
Section (Week 5)			
Cat. 1-5	58	650.00	37,700.00
Surface Restoration	21	90.00	1,890.00
1.5" Charge (Increase over 1" charge)	1	300.00	300.00
2" Charge (Increase over 1" charge)	2	1,200.00	2,400.00

For all billing questions please contact our office manager Haylie at (801)520-5973 or e-mail her at hydrovacutah@gmail.com
Make all checks payable to Hydro Vac Excavation LLC
Thank you for your business!

Total	\$180,810.00
Payments/Credits	\$0.00
Balance Due	\$180,810.00

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							
3080	FRATERNAL ORDER OF	02022024	PD/DUES	02/02/2024	437.00	.00	
10-15820 SDA EXPENSE ACCOUNT							
7062	ROCKY MOUNTAIN POW	02022024	MULTI DEPT/ELECTRICITY EXPENS	02/02/2024	627.34	.00	
10-21250 LIFE INSURANCE PAYABLE							
8265	THE LINCOLN NATIONAL	02012024	INSURANCE PREMIUM	02/01/2024	6,604.94	.00	
10-21365 CASH BONDS (NEW)							
4405	JONES, JACKSON	02052024	CONSTRUCTION BOND RELEASE	02/05/2024	82,000.00	.00	
6335	PLEASANT GROVE MIXE	02062024	CONSTRUCTION BOND RELEASE	02/06/2024	100,000.00	.00	
10-34-280 AMBULANCE FEES							
8813	UTAH DEPT OF HEALTH	25H5000221	AMBULANCE ASSESSMENT 2024 Q	01/29/2024	6,962.78	.00	
10-36-900 MISCELLANEOUS REVENUE							
7062	ROCKY MOUNTAIN POW	02022024	IRRIGATION TAX REBATE	02/02/2024	401.42-	.00	
Total :					196,230.64	.00	
GENERAL GOVERNMENT							
10-41-760 TECHNOLOGY							
7070	ROCK MOUNTAIN TECHN	7260	GEN GOV/SURFACE PRO KEYBOA	02/01/2024	130.15	.00	
Total GENERAL GOVERNMENT:					130.15	.00	
JUDICIAL							
10-42-240 OFFICE EXPENSE							
2122	CULLIGAN BOTTLED WA	465X24004105	JUDICIAL/DRINKING WATER	01/31/2024	40.55	.00	
10-42-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	02012024	JUDICIAL/PHONE EXPENSE	02/01/2024	118.44	.00	
10-42-330 PROFESSIONAL SERVICES							
2970	FLORES, ALFONSO	01172024	JUDICIAL/INTERPRETER	01/17/2024	102.50	.00	
Total JUDICIAL:					261.49	.00	
NON-DEPARTMENTAL							
10-43-310 LEGAL SERVICES							
4376	JOHN H. JACOBS P.C.	01312024	LEGAL SERVICES	01/31/2024	7,153.96	.00	
7983	STEVENS & GAILLEY	12765	LEGAL SERVICES	02/05/2024	1,168.00	.00	
10-43-330 PROFESSIONAL SERVICES							
6343	PLEASANT GROVE PRIN	9749	ADM/FOLD AND STUFF ENVELOPE	01/30/2024	127.68	.00	
9018	UTAH TRANSPARENCY S	2024-0072	QUARTERLY UPLOAD	01/29/2024	250.00	.00	
10-43-610 MISCELLANEOUS EXPENSE							
3151	FREEDOM MAILING SER	47133	NEWSLETTERS	02/02/2024	82.58	.00	
10-43-760 TECHNOLOGY							
1480	CENTRACOM INTERACTI	02012024	INTERNET SERVICE	02/01/2024	755.00	.00	
2949	FLINDERS, LISA	0124	CONTRACTED SERVICES	02/02/2024	2,430.00	.00	
7070	ROCK MOUNTAIN TECHN	7260	CUSTOM SERVICE AGREEMENT	02/01/2024	9,070.13	.00	
9040	UTOPIA FIBER	CIV202402-03	INTERNET INSTALLATION	02/01/2024	715.00	.00	
10-43-770 Public Safety Trust Fund							
815	BATTLE CREEK BEHAVIO	16076	PD/PROFESSIONAL SERVICES	01/11/2024	150.00	.00	
815	BATTLE CREEK BEHAVIO	16081	PD/PROFESSIONAL SERVICES	01/11/2024	150.00	.00	
815	BATTLE CREEK BEHAVIO	16255	PD/PROFESSIONAL SERVICES	02/06/2024	150.00	.00	
815	BATTLE CREEK BEHAVIO	16259	PD/PROFESSIONAL SERVICES	02/06/2024	150.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3792	HEALTHIER YOU COUNS	02012024	FIRST RESPONDERS COUNSELING	02/01/2024	480.18	.00	
Total NON-DEPARTMENTAL:					22,832.53	.00	
LEGAL SERVICES							
10-44-760 TECHNOLOGY							
8845	RELX INC.	3094960130	LEGAL/SUBSCRIPTION	01/31/2024	251.00	.00	
Total LEGAL SERVICES:					251.00	.00	
ADMINISTRATIVE SERVICES							
10-46-240 OFFICE EXPENSE							
5729	ODP BUSINESS SOLUTIO	353233940001	ADM/OFFICE SUPPLIES	02/01/2024	55.98	.00	
6645	QUADIENT FINANCE USA	01312024	ADM/POSTAGE	01/31/2024	1,000.00	.00	
10-46-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	02012024	CITY HALL/PHONE EXPENSE	02/01/2024	379.35	.00	
10-46-760 TECHNOLOGY							
7070	ROCK MOUNTAIN TECHN	7280	ADM/DESKTOP COMPUTER	02/01/2024	985.00	.00	
10-46-930 COMMUNITIES THAT CARE GRANT							
5033	MACEYS	316943	CTC/MEETING EXPENSE	02/05/2024	70.92	.00	
Total ADMINISTRATIVE SERVICES:					2,491.25	.00	
FACILITIES							
10-47-250 VEHICLE							
3186	FUELMAN	65903336	MULTI DEPT/VEHICLE FUEL EXPEN	02/05/2024	105.41	.00	
10-47-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	01312024	MULT DEPT/DEPARTMENT SUPPLI	01/31/2024	66.63	.00	
10-47-520 CITY HALL - POWER EXPENSE							
7062	ROCKY MOUNTAIN POW	02022024	MULTI DEPT/ELECTRICITY EXPENS	02/02/2024	1,669.86	.00	
10-47-530 CITY HALL - BLDG MAINTENANCE							
239	ALLRED ACE HARDWAR	01312024	MULT DEPT/DEPARTMENT SUPPLI	01/31/2024	241.49	.00	
8678	UNIFIRST CORPORATIO	01282024	RUG CLEANING	01/28/2024	140.90	.00	
10-47-550 PARKS - LIGHTS							
7062	ROCKY MOUNTAIN POW	02022024	MULTI DEPT/ELECTRICITY EXPENS	02/02/2024	782.38	.00	
10-47-560 PARKS - BUILDING MAINTENANCE							
1870	CODALE ELECTRIC SUP	S008379399.0	BUILDING MAINTENANCE	01/29/2024	27.63	.00	
10-47-570 COMM DEV - BLDG MAINTENANCE							
239	ALLRED ACE HARDWAR	01312024	MULT DEPT/DEPARTMENT SUPPLI	01/31/2024	303.30	.00	
10-47-650 FIRE/AMBULANCE - POWER							
7062	ROCKY MOUNTAIN POW	02022024	MULTI DEPT/ELECTRICITY EXPENS	02/02/2024	1,883.76	.00	
10-47-660 FIRE/AMBULANCE - BLDG MAINT							
6441	POWER SYSTEMS WEST	S12463000158	SERVICE CALL	01/29/2024	1,734.42	.00	
8678	UNIFIRST CORPORATIO	01282024	RUG CLEANING	01/28/2024	563.30	.00	
10-47-670 FIRE/AMBULANCE - BLDG IMPROVE							
8678	UNIFIRST CORPORATIO	01282024	RUG CLEANING	01/28/2024	213.75	.00	
10-47-690 CEMETERY BLDG - POWER							
7062	ROCKY MOUNTAIN POW	02022024	MULTI DEPT/ELECTRICITY EXPENS	02/02/2024	223.35	.00	
10-47-700 CEMETERY BLDG - BLDG MAINT							
8678	UNIFIRST CORPORATIO	01282024	RUG CLEANING	01/28/2024	115.40	.00	
10-47-720 LIBRARY/SENIOR - POWER							
7062	ROCKY MOUNTAIN POW	02022024	MULTI DEPT/ELECTRICITY EXPENS	02/02/2024	630.67	.00	
10-47-730 LIBRARY/SENIOR - BLDG MAINT							
7435	SHINE ON WINDOW CLE	11081	WINDOW CLEANING	01/08/2024	345.00	.00	
8678	UNIFIRST CORPORATIO	01282024	RUG CLEANING	01/28/2024	102.80	.00	
10-47-770 PUBLIC WORKS - POWER							
7062	ROCKY MOUNTAIN POW	02022024	MULTI DEPT/ELECTRICITY EXPENS	02/02/2024	699.36	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-47-780 PUBLIC WORKS - BLDG MAINT							
4978	LOWRY OVERHEAD DOO	81376858	PARKS/SCISSOR LIFT RENTAL	01/20/2024	2,050.20	.00	
10-47-790 RENTAL PROPERTY EXPENSES							
7062	ROCKY MOUNTAIN POW	02022024	MULTI DEPT/ELECTRICITY EXPENS	02/02/2024	143.18	.00	
10-47-800 GENERAL MAINTENANCE EXPENSES							
1870	CODALE ELECTRIC SUP	S008379399.0	BUILDING MAINTENANCE	01/29/2024	55.26	.00	
10-47-820 SR CENTER - POWER							
7062	ROCKY MOUNTAIN POW	02022024	MULTI DEPT/ELECTRICITY EXPENS	02/02/2024	280.83	.00	
10-47-830 SR CENTER - BLDG MAINT							
7435	SHINE ON WINDOW CLE	11041	WINDOW CLEANING	12/04/2023	405.00	.00	
8678	UNIFIRST CORPORATIO	01282024	RUG CLEANING	01/28/2024	90.75	.00	
10-47-910 ARTS - POWER							
7062	ROCKY MOUNTAIN POW	02022024	MULTI DEPT/ELECTRICITY EXPENS	02/02/2024	171.49	.00	
10-47-930 HISTORIC LIBRARY - POWER							
7062	ROCKY MOUNTAIN POW	02022024	MULTI DEPT/ELECTRICITY EXPENS	02/02/2024	40.04	.00	
Total FACILITIES:					13,088.16	.00	
ENGINEERING							
10-51-240 OFFICE EXPENSE							
5139	MC GEE'S STAMP & TROP	124348	COM DEV/NAME PLATES	01/26/2024	14.00	.00	
10-51-250 VEHICLE EXPENSE							
3166	FUELMAN	65903336	MULTI DEPT/VEHICLE FUEL EXPEN	02/05/2024	410.06	.00	
10-51-332 PROFESSIONAL SERVICES							
3970	HORROCKS ENGINEERS	82797	MULTI DEPT ENGINEERING	02/04/2024	1,566.68	.00	
10-51-745 SIGNALS & FLASHERS							
7062	ROCKY MOUNTAIN POW	02022024	MULTI DEPT/ELECTRICITY EXPENS	02/02/2024	152.05	.00	
Total ENGINEERING:					2,142.79	.00	
COMMUNITY DEVELOPMENT							
10-52-240 OFFICE EXPENSE							
8219	TEXTILE TEAM OUTLET	6654	COM DEV/SHIRTS	11/07/2023	110.48	.00	
10-52-250 VEHICLE EXPENSE							
3166	FUELMAN	65903336	MULTI DEPT/VEHICLE FUEL EXPEN	02/05/2024	143.56	.00	
10-52-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	02012024	COM DEV/PHOENE EXPENSE	02/01/2024	225.84	.00	
10-52-332 PROFESSIONAL SERVICES							
4292	J.U.B. ENGINEERS, INC.	0169544	COM DEV/ENGINEERING SERVICE	01/17/2024	1,193.10	.00	
10-52-760 TECHNOLOGY							
4286	IWORQ SYSTEMS INC.	202651	COM DEV/INTERNET SOFTWARE M	02/01/2024	4,652.00	.00	
Total COMMUNITY DEVELOPMENT:					6,324.98	.00	
POLICE DEPARTMENT							
10-54-250 VEHICLE EXPENSE							
3166	FUELMAN	65903336	MULTI DEPT/VEHICLE FUEL EXPEN	02/05/2024	7,004.83	.00	
3166	FUELMAN	65903336	MULTI DEPT/VEHICLE FUEL EXPEN	02/05/2024	319.12	.00	
10-54-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	02012024	PD/PHONE EXPENSE	02/01/2024	760.45	.00	
1518	CENTURY LINK	01252024	PD/ALARM PHONE LINE	01/28/2024	80.89	.00	
1518	CENTURY LINK	01262024	PD/ALARM PHONE LINE	01/28/2024	80.89	.00	
10-54-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	01312024	MULT DEPT/DEPARTMENT SUPPLI	01/31/2024	25.90	.00	
5033	MACEYS	374353	PD/DEPARTMENTAL SUPPLIES	11/16/2023	129.26	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total POLICE DEPARTMENT:					7,763.10	.00	
FIRE DEPARTMENT							
10-55-250 VEHICLE EXPENSE							
675	AUTO ZONE STORES, IN	6231343739	FIRE/VEHICLE MAINTENANCE	01/25/2024	191.88	.00	
675	AUTO ZONE STORES, IN	6231346265	FIRE/VEHICLE MAINTENANCE	01/29/2024	40.73	.00	
3166	FUELMAN	65903336	MULTI DEPT/VEHICLE FUEL EXPEN	02/05/2024	2,043.71	.00	
4874	LARRY H MILLER SUPER	683203	FIRE/VEHICLE REPAIR	01/09/2024	616.00	.00	
10-55-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	02012024	FIRE/PHONE EXPENES	02/01/2024	209.32	.00	
10-55-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	01312024	MULT DEPT/DEPARTMENT SUPPLI	01/31/2024	96.00	.00	
1060	BOUNDTREE MEDICAL, L	85233969	FIRE/DEPARTMENTAL SUPPLIES	01/30/2024	230.55	.00	
1060	BOUNDTREE MEDICAL, L	85233960	FIRE/DEPARTMENTAL SUPPLIES	01/30/2024	247.19	.00	
3841	HENRY SCHEIN INC.	70518194	FIRE/MEDICAL SUPPLIES	01/22/2024	80.64	.00	
3841	HENRY SCHEIN INC.	71549085	FIRE/DEPARTMENTAL SUPPLIE	01/30/2024	416.68	.00	
4019	HUMPHRIES, INC.	24010948	MULTI DEPT/CYLINDER RENTAL	01/31/2024	153.14	.00	
5033	MACEYS	345007	FIRE/DEPARTMENTAL SUPPLIES	02/06/2024	45.73	.00	
5033	MACEYS	389762	FIRE/DEPARTMENTAL SUPPLIES	01/16/2024	102.90	.00	
7554	SMITH DRUG COMPANY	66653048	FIRE/MEDICAL SUPPLIES	01/29/2024	349.37	.00	
10-55-740 EQUIPMENT							
239	ALLRED ACE HARDWAR	01312024	MULT DEPT/DEPARTMENT SUPPLI	01/31/2024	232.44	.00	
8668	ULINE	173326136	FIRE/SHELF BINS	01/18/2024	142.45	.00	
Total FIRE DEPARTMENT:					5,198.73	.00	
ANIMAL CONTROL							
10-57-250 VEHICLE EXPENSE							
3166	FUELMAN	65903336	MULTI DEPT/VEHICLE FUEL EXPEN	02/05/2024	133.95	.00	
Total ANIMAL CONTROL:					133.95	.00	
STREETS							
10-60-250 VEHICLE EXPENSE							
3166	FUELMAN	65903336	MULTI DEPT/VEHICLE FUEL EXPEN	02/05/2024	2,288.62	.00	
5833	O'REILLY AUTOMOTIVE I	3623-116609	STR/VEHICLE EXPENSE	02/01/2024	25.58	.00	
5833	O'REILLY AUTOMOTIVE I	3623-116688	STR/VEHICLE EXPENSE	02/01/2024	105.96	.00	
7122	R.P.M AUTO PARTS	12072023	STR/CREDIT	12/07/2023	3.28-	.00	
7122	R.P.M AUTO PARTS	419909	STR/VEHICLE MAINTENANCE	01/22/2024	508.08	.00	
7498	SIX STATES DISTRIBUTO	277-0018149	STREET/VEHICLE EXPENSE	01/05/2024	4.02	.00	
7498	SIX STATES DISTRIBUTO	277-0018886	STREET/VEHICLE EXPENSE	02/02/2024	2.63	.00	
10-60-275 STREET LIGHT POWER							
7062	ROCKY MOUNTAIN POW	02022024	MULTI DEPT/ELECTRICITY EXPENS	02/02/2024	2,774.94	.00	
10-60-278 STREET LIGHT MAINTENANCE							
972	BLACK & McDONALD	76-1583377	STREET LIGHT MAINTENANCE	01/17/2024	46.88	.00	
972	BLACK & McDONALD	76-1583378	STREET LIGHT MAINTENANCE	01/17/2024	46.88	.00	
972	BLACK & McDONALD	76-1583379	STREET LIGHT MAINTENANCE	01/17/2024	516.16	.00	
972	BLACK & McDONALD	76-1583389	STREET LIGHT MAINTENANCE	01/17/2024	820.11	.00	
972	BLACK & McDONALD	76-1586125	STREET LIGHT MAINTENANCE	01/24/2024	303.10	.00	
972	BLACK & McDONALD	76-1586129	STREET LIGHT MAINTENANCE	01/24/2024	187.52	.00	
972	BLACK & McDONALD	76-1590853	STREET LIGHT MAINTENANCE	01/31/2024	21,686.86	.00	
10-60-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	02022024	PUBLIC WORKS/PHONE EXPENSE	02/02/2024	38.82	.00	
10-60-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	01312024	MULT DEPT/DEPARTMENT SUPPLI	01/31/2024	347.06	.00	
4019	HUMPHRIES, INC.	24010948	MULTI DEPT/CYLINDER RENTAL	01/31/2024	35.34	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5833	O'REILLY AUTOMOTIVE I	3623-116141	STR/DEPARTMENTAL SUPPLIES	01/29/2024	13.98	.00	
Total STREETS:					29,749.26	.00	
LIBRARY							
10-65-240 OFFICE EXPENSE							
239	ALLRED ACE HARDWAR	01312024	MULT DEPT/DEPARTMENT SUPPLI	01/31/2024	10.06	.00	
5729	ODP BUSINESS SOLUTIO	343686079001	LIB/OFFICE SUPPLIES	11/29/2023	85.44	.00	
5729	ODP BUSINESS SOLUTIO	345551305001	LIB/OFFICE SUPPLIES	12/15/2023	12.53	.00	
5729	ODP BUSINESS SOLUTIO	345556692001	LIB/OFFICE SUPPLIES	12/15/2023	13.73	.00	
10-65-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	02012024	LIB/PHONE EXPENSE	02/01/2024	270.80	.00	
1518	CENTURY LINK	01282024	LIB/ELEVATOR LINE	01/28/2024	86.71	.00	
10-65-480 BOOKS							
4159	INGRAM LIBRARY SERVI	79966036	LIB/BOOKS	01/17/2024	282.53	.00	
4159	INGRAM LIBRARY SERVI	79966037	LIB/BOOKS	01/17/2024	373.60	.00	
4159	INGRAM LIBRARY SERVI	80015768	LIB/BOOKS	01/19/2024	308.77	.00	
4159	INGRAM LIBRARY SERVI	80051283	LIB/BOOKS	01/22/2024	187.88	.00	
4159	INGRAM LIBRARY SERVI	80105886	LIB/BOOKS	01/24/2024	182.36	.00	
4159	INGRAM LIBRARY SERVI	80133038	LIB/BOOKS	01/25/2024	263.19	.00	
6094	THE PENWORTHY COMP	05966650	LIB/BOOKS	01/24/2024	1,052.40	.00	
10-65-485 AUDIO/VISUAL MATERIALS							
6270	PLAYAWAY PRODUCTS L	415609	LIB/AUDIO MATERIALS	01/26/2024	489.22	.00	
6270	PLAYAWAY PRODUCTS L	448924	LIB/AUDIO MATERIALS	12/13/2023	25.98	.00	
6270	PLAYAWAY PRODUCTS L	449695	LIB/AUDIO MATERIALS	12/22/2023	322.98	.00	
6270	PLAYAWAY PRODUCTS L	451515	LIB/AUDIO MATERIALS	01/25/2024	387.65	.00	
6270	PLAYAWAY PRODUCTS L	452073	LIB/AUDIO MATERIALS	01/30/2024	382.44	.00	
10-65-610 MISCELLANEOUS EXP.							
3571	GURR'S COPYTEC	65691	LIB/POSTER	01/30/2024	6.72	.00	
3571	GURR'S COPYTEC	N64849	LIB/POSTER	12/01/2023	6.72	.00	
7862	STANDARD EXAMINER	120500	LIB/PLAQUE	12/31/2023	99.00	.00	
Total LIBRARY:					4,848.71	.00	
SR. CITIZEN CTR & AUDITORIUM							
10-67-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	02012024	SC/PHONE EXPENSE	02/01/2024	75.48	.00	
Total SR. CITIZEN CTR & AUDITORIUM:					75.48	.00	
PARKS							
10-70-200 MOWER EXPENSE							
3166	FUELMAN	65903336	MULTI DEPT/VEHICLE FUEL EXPEN	02/05/2024	124.25	.00	
10-70-250 VEHICLE EXPENSE							
675	AUTO ZONE STORES, IN	6231342264	PARKS/VEHICLE EXPENSE	01/22/2024	141.99	.00	
3166	FUELMAN	65903336	MULTI DEPT/VEHICLE FUEL EXPEN	02/05/2024	1,004.58	.00	
6278	PLEASANT GROVE BIG O	044250-57911	PARK/NEW TIRES	12/08/2023	854.56	.00	
10-70-280 TELEPHONE							
1480	CENTRACOM INTERACTI	02012024	CEM/PHONE EXPENS	02/01/2024	54.00	.00	
10-70-340 DIAMOND CREW SUPPLIES							
239	ALLRED ACE HARDWAR	01312024	MULT DEPT/DEPARTMENT SUPPLI	01/31/2024	15.35	.00	
10-70-420 SPECIAL SERVICES							
2025	COURT ADMINISTRATOR'	1498-1014-2	CONTRACT GRAFFITI CLEAN UP	01/30/2024	147.50	.00	
10-70-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	01312024	MULT DEPT/DEPARTMENT SUPPLI	01/31/2024	354.91	.00	
3470	GREAT BASIN TURF PRO	475289	PARK/DEPARTMENTAL SUPPLIES	01/09/2024	347.90	.00	
4019	HUMPHRIES, INC.	24010948	MULTI DEPT/CYLINDER RENTAL	01/31/2024	35.34	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-70-670 SAFETY EQUIP. & SUPPLIES							
239	ALLRED ACE HARDWAR	01312024	MULT DEPT/DEPARTMENT SUPPLI	01/31/2024	32.62	.00	
Total PARKS:					3,113.00	.00	
RECREATION							
10-71-240 OFFICE EXPENSE							
5729	ODP BUSINESS SOLUTIO	350606317001	REC/OFFICE SUPPLIES	01/30/2024	151.17	.00	
5729	ODP BUSINESS SOLUTIO	351890693001	REC/OFFICE SUPPLIES	01/24/2024	183.96	.00	
10-71-270 POWER EXPENSE							
7062	ROCKY MOUNTAIN POW	02022024	MULTI DEPT/ELECTRICITY EXPENS	02/02/2024	582.86	.00	
10-71-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	02012024	REC/PHONE EXPENSE	02/01/2024	244.80	.00	
1518	CENTURY LINK	01272024	REC/MONITORING & ALARM LINES	01/28/2024	273.80	.00	
10-71-480 DEPARTMENTAL SUPPLIES							
4019	HUMPHRIES, INC.	24010948	MULTI DEPT/CYLINDER RENTAL	01/31/2024	11.78	.00	
10-71-760 TECHNOLOGY							
7070	ROCK MOUNTAIN TECHN	7280	REC/TECH EQUIPMENT	02/01/2024	1,330.27	.00	
7070	ROCK MOUNTAIN TECHN	7260	REC/SURFACE PRO	02/01/2024	441.60	.00	
Total RECREATION:					3,220.24	.00	
LEISURE SERVICES							
10-72-250 VEHICLE							
3166	FUELMAN	65903336	MULTI DEPT/VEHICLE FUEL EXPEN	02/05/2024	88.34	.00	
10-72-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	01312024	MULT DEPT/DEPARTMENT SUPPLI	01/31/2024	36.07	.00	
2084	CRITICAL LASER TECHN	49411	LEISURE/PODIUM SIGN	01/31/2024	74.00	.00	
Total LEISURE SERVICES:					198.41	.00	
CUSTODIAL SERVICES							
10-74-250 VEHICLE							
3166	FUELMAN	65903336	MULTI DEPT/VEHICLE FUEL EXPEN	02/05/2024	73.63	.00	
10-74-420 CONTRACTED SERVICES							
4316	JANI-KING OF SALT LAKE	SLC02240108	CLEANING SERVICES	02/01/2024	1,350.00	.00	
4316	JANI-KING OF SALT LAKE	SLC02240238	CLEANING SERVICES	02/01/2024	2,821.50	.00	
10-74-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	01312024	MULT DEPT/DEPARTMENT SUPPLI	01/31/2024	19.19	.00	
9342	WAXIE'S SANITARY SUPP	82230450	BUILDING MAINTENANCE SUPPLIE	01/19/2024	2,408.86	.00	
10-74-481 CHEMICALS							
9342	WAXIE'S SANITARY SUPP	82230450	BUILDING MAINTENANCE SUPPLIE	01/19/2024	264.13	.00	
Total CUSTODIAL SERVICES:					6,937.31	.00	
Total GENERAL FUND:					304,991.18	.00	
CLASS C ROAD FUND							
EXPENDITURES							
20-40-480 DEPARTMENTAL SUPPLIES							
4542	KILGORE COMPANIES LL	1281894	CLASS C ROADS/GRAVEL	01/22/2024	534.45	.00	
4542	KILGORE COMPANIES LL	1282063	CLASS C ROADS/GRAVEL	01/23/2024	955.50	.00	
4542	KILGORE COMPANIES LL	1282613	CLASS C ROADS/GRAVEL	01/24/2024	324.45	.00	
4542	KILGORE COMPANIES LL	1283751	CLASS C ROADS/GRAVEL	01/29/2024	220.50	.00	
4542	KILGORE COMPANIES LL	1283935	CLASS C ROADS/GRAVEL	01/30/2024	214.20	.00	
7652	STAKER & PARSON COM	6281094	CLASS C ROADS/SCREENED ROC	01/22/2024	1,300.87	.00	
7852	STAKER & PARSON COM	6282245	CLASS C ROADS/SCREENED ROC	01/24/2024	226.49	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
20-40-740 EQUIPMENT							
9451	WHEELER MACHINERY C	MS000004594	CLASS C ROADS/LOADER TRADE I	01/30/2024	2,000.00	.00	
20-40-808 2600 North Reconstruction							
6760	RB & G ENGINEERING, I	240002	2600 N STREET IMPROVEMENTS	02/01/2024	1,590.00	.00	
20-40-809 1300 West MAG							
3970	HORROCKS ENGINEERS	82984	MULTI DEPT ENGINEERING	01/10/2024	61.88	.00	
20-40-812 Orchard Drive SRTS							
6760	RB & G ENGINEERING, I	240003	ORCHARD DR & LOCUST PROJECT	02/01/2024	14,265.00	.00	
20-40-824 400 EAST SIDEWALK							
6760	RB & G ENGINEERING, I	240005	CLASS C ROADS/400 E 100 S	02/01/2024	1,792.50	.00	
Total EXPENDITURES:					23,485.84	.00	
Total CLASS C ROAD FUND:					23,485.84	.00	
CEMETERY							
22-70-200 MOWER EXPENSE							
1003	BONNEVILLE EQUIPMEN	22632	CEM/MAINTENANCE PARTS	01/24/2024	668.95	.00	
5185	METALMART INC.	272193	CEM/MOWER EXPENSE	01/31/2024	239.07	.00	
9520	WILKINSON SUPPLY INC.	01302024	CEM/EQUIPMENT	01/30/2024	570.41	.00	
22-70-250 VEHICLE							
3166	FUELMAN	65903336	MULTI DEPT/VEHICLE FUEL EXPEN	02/05/2024	358.89	.00	
22-70-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	01312024	MULT DEPT/DEPARTMENT SUPPLI	01/31/2024	62.92	.00	
22-70-482 TREE MAINTENANCE							
7385	SEVEN TREES COMPAN	1537534	CEM/TREE REMOVAL	01/04/2024	6,400.00	.00	
7385	SEVEN TREES COMPAN	1537582	CEM/TREE REMOVAL	02/01/2024	850.00	.00	
22-70-740 EQUIPMENT							
4978	LOWRY OVERHEAD DOO	78679577	CEM/DOOR REPAIR	12/26/2023	140.00	.00	
9451	WHEELER MACHINERY C	PS001645130	CEM/EQUIPMENT REPAIR	02/02/2024	47.44	.00	
Total :					9,337.68	.00	
Total CEMETERY:					9,337.68	.00	
LOCAL BLDG AUTH OF P.G. FUND EXPENDITURES							
42-40-490 THE RUTH (HCT) PROJECT							
3613	HALE CENTER FOUNDAT	020624	REIMB. FOR LAYTON CONSTRUCTI	02/08/2024	2,153,605.20	.00	
3613	HALE CENTER FOUNDAT	020624	REIMB. FOR CREATIVE CONNERS	02/08/2024	23,220.00	.00	
5184	METHOD STUDIO, INC	34180	HALE CENTER THEATER	12/15/2023	40,547.61	.00	
Total EXPENDITURES:					2,217,372.81	.00	
Total LOCAL BLDG AUTH OF P.G. FUND:					2,217,372.81	.00	
STORM DRAIN UTILITY FUND GENERAL GOVERNMENT							
48-41-250 VEHICLE EXPENSE							
3166	FUELMAN	65903336	MULTI DEPT/VEHICLE FUEL EXPEN	02/05/2024	2,747.95	.00	
48-41-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	02022024	PUBLIC WORKS/PHONE EXPENSE	02/02/2024	16.52	.00	
48-41-330 ENGINEERING SERVICES							
3970	HORROCKS ENGINEERS	82797	MULTI DEPT ENGINEERING	02/04/2024	3,125.62	.00	
48-41-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	01312024	MULT DEPT/DEPARTMENT SUPPLI	01/31/2024	24.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1388	C-A-L RANCH STORES	14201/8	STRM DRN/DEPARTMENTAL SUPPL	01/25/2024	139.99	.00	
2192	D AND L SUPPLY CO., IN	151762	STRM DRN/DEPARTMENTAL SUPPL	11/09/2023	618.80	.00	
5715	NORTH POINTE SOLID W	118525-013120	STRM DRN/SWEEPING DISPOSAL F	01/31/2024	649.95	.00	
9125	VERIZON CONNECT NWF	376000056638	STRM DRAN/MONTHLY SERVICE C	02/01/2024	17.14	.00	
48-41-610 MISCELLANEOUS EXPENSE							
993	BLUE STAKES OF UTAH 8	202400139	EXCAVATION MARKING SERVICES	01/31/2024	88.90	.00	
3151	FREEDOM MAILING SER	47133	UTILITY BILL MAILING	02/02/2024	619.16	.00	
7062	ROCKY MOUNTAIN POW	02022024	MULTI DEPT/ELECTRICITY EXPENS	02/02/2024	36.01	.00	
Total GENERAL GOVERNMENT:					6,846.44	.00	
STORM DRAIN PROJECTS							
48-70-930 I-15 TO UTAH LAKE OUTFALL							
3970	HORROCKS ENGINEERS	82770	PROCTOR LANE OUTFALL	01/05/2024	15,270.86	.00	
Total STORM DRAIN PROJECTS:					15,270.86	.00	
Total STORM DRAIN UTILITY FUND:					22,117.30	.00	
CAPITAL PROJECTS FUND EXPENDITURES							
49-40-101 FIRE 2024							
7505	SKAGGS COMPANIES, IN	450A1855341	FIRE/UNIFORM EXPENSE	01/04/2024	140.99	.00	
Total EXPENDITURES:					140.99	.00	
49-60-401 PARKS 2023							
3970	HORROCKS ENGINEERS	82984	MULTI DEPT ENGINEERING	01/10/2024	376.54	.00	
49-60-701 RECREATION 2024							
75	ABCO GLASS	8852	WINDOW REPLACEMENT	11/08/2023	6,072.35	.00	
49-60-856 BATTLECREEK RESTROOM							
58	AWOLF CONSTRUCTION,	126	EXCAVATION SERVICES	01/05/2024	13,800.00	.00	
3970	HORROCKS ENGINEERS	82984	MULTI DEPT ENGINEERING	01/10/2024	1,500.82	.00	
49-60-920 KINDNESS PARK							
887	BIG D CONSTRUCTION	73198	KINDNESS PARK	01/31/2024	45,637.04	.00	
3970	HORROCKS ENGINEERS	82984	MULTI DEPT ENGINEERING	01/10/2024	120,692.76	.00	
Total :					188,079.51	.00	
MISC PROJECTS							
49-90-400 CEMETERY 2023							
3970	HORROCKS ENGINEERS	82770	OLD CEMETERY IRRIGATION	01/05/2024	62.56	.00	
49-90-506 ADMIN 2024							
3841	HENRY SCHEIN INC.	37548687	AED MACHINES	12/06/2023	4,974.05	.00	
Total MISC PROJECTS:					5,036.61	.00	
Total CAPITAL PROJECTS FUND:					193,257.11	.00	
WATER FUND EXPENDITURES							
51-40-240 OFFICE EXPENSE							
3151	FREEDOM MAILING SER	47133	UTILITY BILL MAILING	02/02/2024	1,238.33	.00	
51-40-250 VEHICLE EXPENSE							
3166	FUELMAN	65903336	MULTI DEPT/VEHICLE FUEL EXPEN	02/05/2024	811.44	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
51-40-270 POWER EXPENSE							
7062	ROCKY MOUNTAIN POW	02022024	MULTI DEPT/ELECTRICITY EXPENS	02/02/2024	19,017.38	.00	
51-40-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	02022024	PUBLIC WORKS/PHONE EXPENSE	02/02/2024	16.52	.00	
51-40-335 PROFESSIONAL ENGINEERING							
3970	HORROCKS ENGINEERS	82797	MULTI DEPT ENGINEERING	02/04/2024	2,703.62	.00	
3970	HORROCKS ENGINEERS	82797	MULTI DEPT ENGINEERING	02/04/2024	1,616.70	.00	
51-40-340 TESTING & ANALYSIS							
3772	HACH COMPANY	13884383	WATER/DEPARTMENTAL SUPPLIES	01/24/2024	463.65	.00	
6938	RICHARDS LABORATORI	43929	WATER TESTING	02/01/2024	625.00	.00	
51-40-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	01312024	MULT DEPT/DEPARTMENT SUPPLI	01/31/2024	99.91	.00	
51-40-481 CHEMICALS							
8233	THATCHER COMPANY	202410010172	WATER/CHLORINE	02/01/2024	8,571.75	.00	
8233	THATCHER COMPANY	202410090024	WATER/CREDIT	02/02/2024	3,150.00-	.00	
51-40-600 REPAIR & MAINTENANCE							
239	ALLRED ACE HARDWAR	01312024	MULT DEPT/DEPARTMENT SUPPLI	01/31/2024	123.86	.00	
688	B AND D PUMP & ELECT	3562	WATER/WELL MAINTENANCE	01/10/2024	630.00	.00	
688	B AND D PUMP & ELECT	3563	WATER/WELL MAINTENANCE	01/10/2024	16,650.00	.00	
993	BLUE STAKES OF UTAH 8	202400139	EXCAVATION MARKING SERVICES	01/31/2024	88.90	.00	
2192	D AND L SUPPLY CO., IN	153712	WATER/DEPARTMENTAL SUPPLIES	01/04/2024	147.00	.00	
2192	D AND L SUPPLY CO., IN	153817	H2O/DEPARTMENTAL SUPPLIES	01/08/2024	131.00	.00	
5482	MOUNTAINLAND SUPPLY	S105939781.0	WATER/DEPARTMENTAL SUPPLIES	01/31/2024	181.94	.00	
51-40-760 TECHNOLOGY							
9040	UTOPIA FIBER	CIV202402-03	INTERNET SERVICE	02/01/2024	183.00	.00	
Total EXPENDITURES:					50,150.00	.00	
WATER CAPITAL PROJECTS							
51-70-960 GATEWAY WELL							
3970	HORROCKS ENGINEERS	82786	PG BLVD WELL	01/05/2024	1,351.55	.00	
51-70-964 Gibson Chlorinator							
4369	J. LYNE ROBERTS AND S	2-01302024	WELL CHLORINATION SYSTEM	01/30/2024	39,657.75	.00	
51-70-965 Atwood Chlorinator							
4369	J. LYNE ROBERTS AND S	2-01302024	WELL CHLORINATION SYSTEM	01/30/2024	31,513.79	.00	
51-70-969 ANDERSON CHLORINATOR							
4369	J. LYNE ROBERTS AND S	2-01302024	WELL CHLORINATION SYSTEM	01/30/2024	22,681.20	.00	
51-70-971 ADAMS CHLORINATOR							
4369	J. LYNE ROBERTS AND S	2-01302024	WELL CHLORINATION SYSTEM	01/30/2024	29,189.23	.00	
Total WATER CAPITAL PROJECTS:					124,393.52	.00	
Total WATER FUND:					174,543.52	.00	
SEWER FUND							
52-21320 ACCTS PAYABLE-TIMP SERV DIST.							
8422	TIMP. SPECIAL SERVICE	01312024	IMPACT FEES	01/31/2024	54,292.90	.00	
Total :					54,292.90	.00	
EXPENDITURES							
52-40-240 OFFICE EXPENSE							
3151	FREEDOM MAILING SER	47133	UTILITY BILL MAILING	02/02/2024	1,238.33	.00	
52-40-250 VEHICLE EXPENSE							
3166	FUELMAN	65903336	MULTI DEPT/VEHICLE FUEL EXPEN	02/05/2024	811.44	.00	

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52-40-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	02022024	PUBLIC WORKS/PHONE EXPENSE	02/02/2024	16.52	.00	
52-40-300 PPE SAFETY & UNIFORM							
1368	C-A-L RANCH STORES	14199/8	SEWER/BOOTS	01/24/2024	149.99	.00	
52-40-350 CHARGES FOR TREATMENT							
1780	CITY OF CEDAR HILLS	01312024	WEDGEWOOD DRIVE SEWER	01/31/2024	156.35	.00	
52-40-600 REPAIR & MAINTENANCE							
993	BLUE STAKES OF UTAH 8	202400139	EXCAVATION MARKING SERVICES	01/31/2024	88.90	.00	
2192	D AND L SUPPLY CO., IN	154809	SEWER/DEPARTMENTAL SUPPLIES	01/30/2024	609.00	.00	
Total EXPENDITURES:					3,070.53	.00	
52-90-812 SEWER LINERS							
4165	INSITUFORM TECHNOLO	3-01252024	SEWER REHABILITATION PROJECT	01/25/2024	71,664.53	.00	
Total :					71,664.53	.00	
Total SEWER FUND:					129,027.96	.00	
SECONDARY WATER EXPENDITURES							
54-40-250 VEHICLE							
974	BISCO	1684716	SEC WATER/VEHICLE EXPENSE	02/05/2024	100.40	.00	
3166	FUELMAN	65903336	MULTI DEPT/VEHICLE FUEL EXPEN	02/05/2024	811.45	.00	
54-40-270 POWER EXPENSE							
7082	ROCKY MOUNTAIN POW	02022024	MULTI DEPT/ELECTRICITY EXPENS	02/02/2024	785.07	.00	
54-40-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	02022024	PUBLIC WORKS/PHONE EXPENSE	02/02/2024	16.52	.00	
54-40-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	01312024	MULT DEPT/DEPARTMENT SUPPLI	01/31/2024	458.59	.00	
54-40-600 REPAIR & MAINTENANCE							
239	ALLRED ACE HARDWAR	01312024	MULT DEPT/DEPARTMENT SUPPLI	01/31/2024	14.58	.00	
993	BLUE STAKES OF UTAH 8	202400139	EXCAVATION MARKING SERVICES	01/31/2024	88.89	.00	
2192	D AND L SUPPLY CO., IN	154813	SEC WATER/DEPARTMENTAL SUPP	01/30/2024	180.00	.00	
2192	D AND L SUPPLY CO., IN	154877	SEC WATER/DEPARTMENTAL SUPP	01/31/2024	1,080.00	.00	
2853	FERGUSON ENTERPRIS	1233008	SEC WATER/DEPARTMENTAL SUPP	01/30/2024	1,327.95	.00	
5482	MOUNTAINLAND SUPPLY	S105820881.0	SEC WATER/DEPARTMENTAL SUPP	01/22/2024	16.21	.00	
54-40-603 SECONDARY WATER PHASE 2							
7062	ROCKY MOUNTAIN POW	02022024	MULTI DEPT/ELECTRICITY EXPENS	02/02/2024	986.33	.00	
Total EXPENDITURES:					5,865.99	.00	
CAPITAL PROJECTS							
54-70-937 Mill Ditch Canal Piping							
3970	HORROCKS ENGINEERS	82788	MILL DITCH PIPING PROJECT	01/05/2024	12,180.92	.00	
54-70-945 SECONDARY METERING							
3970	HORROCKS ENGINEERS	82770	CONSTRUCTION MANAGEMENT	01/05/2024	6,245.98	.00	
5482	MOUNTAINLAND SUPPLY	S105866723.0	SEC WATER/DEPARTMENTAL SUPP	01/29/2024	4,940.52	.00	
Total CAPITAL PROJECTS:					23,367.42	.00	
Total SECONDARY WATER:					29,233.41	.00	

SANITATION FUND EXPENDITURES

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
62-40-432 TIPPING FEES							
5715	NORTH POINTE SOLID W	116520-013120	RESIDENTIALGARBAGE DISPOSAL	01/31/2024	27,873.78	.00	
62-40-437 CITY CLEANUP							
5715	NORTH POINTE SOLID W	116522-013120	CHRISTMAS TREE CLEAN UP	01/31/2024	64.22	.00	
5715	NORTH POINTE SOLID W	116525-013120	CHRISTMAS TREE CLEAN UP	01/31/2024	44.80	.00	
Total EXPENDITURES:					27,982.80	.00	
Total SANITATION FUND:					27,982.80	.00	
SWIMMING POOL							
SWIMMING POOL							
71-73-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	02012024	POOL/PHONE EXPENSE	02/01/2024	75.48	.00	
71-73-382 POWER							
7062	ROCKY MOUNTAIN POW	02022024	MULTI DEPT/ELECTRICITY EXPENS	02/02/2024	254.95	.00	
71-73-390 BUILDING MAINTENANCE							
239	ALLRED ACE HARDWAR	01312024	MULT DEPT/DEPARTMENT SUPPLI	01/31/2024	6.33	.00	
Total SWIMMING POOL:					336.76	.00	
Total SWIMMING POOL:					336.76	.00	
COMMUNITY CENTER							
72-34-310 RECREATION FEE REVENUES							
2848	FENTON, SAMANTHA	02062024	REC/CONTRACTED SERVICES	02/06/2024	84.00	.00	
2862	FIETKAU, CHANDLER	02062024	REC/CONTRACTED SERVICES	02/06/2024	294.00	.00	
5632	NEWBRY, JULIA ANN	02062024	REC/CONTRACTED SERVICES	02/06/2024	252.00	.00	
Total :					630.00	.00	
72-71-061 COMMUNITY CTR - POWER							
7062	ROCKY MOUNTAIN POW	02022024	MULTI DEPT/ELECTRICITY EXPENS	02/02/2024	3,631.53	.00	
7062	ROCKY MOUNTAIN POW	02022024	MULTI DEPT/ELECTRICITY EXPENS	02/02/2024	12.69	.00	
72-71-062 COMMUNITY CTR - BLDG MAINT							
239	ALLRED ACE HARDWAR	01312024	MULT DEPT/DEPARTMENT SUPPLI	01/31/2024	32.35	.00	
239	ALLRED ACE HARDWAR	01312024	MULT DEPT/DEPARTMENT SUPPLI	01/31/2024	83.09	.00	
970	BJ PLUMBING SUPPLY	001019271	REC/BUILDING IMPROVEMENTS	01/24/2024	15.15	.00	
970	BJ PLUMBING SUPPLY	001019669	REC/BUILDING IMPROVEMENTS	01/31/2024	205.18	.00	
1521	CERTIFIED FIRE PROTE	21664	REC/ANNUAL INSPECTION	01/11/2024	755.00	.00	
1521	CERTIFIED FIRE PROTE	21900	REC/5 YEAR INTERNAL INSPECTIO	01/19/2024	917.40	.00	
8678	UNIFIRST CORPORATIO	01282024	RUG CLEANING	01/28/2024	325.30	.00	
72-71-270 POWER EXPENSE							
7062	ROCKY MOUNTAIN POW	02022024	MULTI DEPT/ELECTRICITY EXPENS	02/02/2024	739.17	.00	
72-71-410 PROGRAM SUPPLIES & EQUIPMENT							
239	ALLRED ACE HARDWAR	01312024	MULT DEPT/DEPARTMENT SUPPLI	01/31/2024	46.58	.00	
3571	GURR'S COPYTEC	65656	REC/POSTERS	01/29/2024	27.94	.00	
6343	PLEASANT GROVE PRIN	9750	REC/MAGNETS	01/30/2024	465.50	.00	
8219	TEXTILE TEAM OUTLET	6323	REC/ SHIRTS	06/21/2023	466.80	.00	
8219	TEXTILE TEAM OUTLET	6652	REC/ SHIRTS	11/07/2023	410.00	.00	
8219	TEXTILE TEAM OUTLET	6805	REC/ SHIRTS	12/12/2023	465.65	.00	
72-71-420 CONTRACTED SERVICES							
4542	KILGORE COMPANIES LL	0910000177	CREDIT FOR OVERPAYMENT	01/26/2024	617.00-	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total :					7,982.33	.00	
Total COMMUNITY CENTER:					8,612.33	.00	
CULTURAL ARTS							
PROGRAM EXPENDITURES							
73-71-552 PG PLAYERS							
2763	EVERETT, VANCE L.	01052024	PG PLAYERS/REIMB FOR EXPENSE	01/05/2024	1,574.99	.00	
2990	FONTANA, KRISTINA ELIZ	01282024	PG PLAYERS/REIMB FOR SUPPLIE	01/30/2024	1,517.90	.00	
2990	FONTANA, KRISTINA ELIZ	01292024	PG PLAYER/COSTUMER-SET DESI	01/29/2024	2,205.45	.00	
2990	FONTANA, KRISTINA ELIZ	01302024	PG PLAYERS/REIMB FOR SUPPLIE	01/30/2024	2,761.99	.00	
Total PROGRAM EXPENDITURES:					8,060.33	.00	
Total CULTURAL ARTS:					8,060.33	.00	
75-40-481 500 East - 500 N to 1100 N							
6760	RB & G ENGINEERING, I	240004	1100 N PROJECT	02/01/2024	1,682.50	.00	
75-40-485 ROAD REHAB							
3970	HORROCKS ENGINEERS	82797	MULTI DEPT ENGINEERING	02/04/2024	127.91	.00	
6965	RIVENDELL TREE EXPER	05901-1-1	TREE REMOVAL	01/30/2024	26,356.94	.00	
Total :					28,169.35	.00	
Total :					28,169.35	.00	
RECREATION							
CARE TAX							
76-76-704 LIBRARY							
5033	MACEYS	381975	LIB/SUPPLIES	11/25/2023	13.98	.00	
Total CARE TAX:					13.98	.00	
Total RECREATION:					13.98	.00	
Grand Totals:					3,176,542.36	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____
City Finance Director: *Deise Ray 2/8/24*

Report Criteria:
Invoices with totals above \$0 included.
Only unpaid invoices included.