



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

Notice is hereby given that the Pleasant Grove City Council will hold a **Work Session meeting at 4:30 p.m.** prior to the regular **meeting on Tuesday December 5, 2023** in the Community Room 108 S 100 E, **at 5:00 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.

AMENDED AGENDA

**PLEASE NOTE: THE REGULAR CITY COUNCIL MEETING WILL BE
HELD AT 5:00P.M.**

4:30 P.M. WORK SESSION

- a. Presentation of plaques for the "G"
- b. Discussion on City logo.
- c. Staff Business

5:00 P.M. REGULAR CITY COUNCIL MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. OPENING REMARKS

4. APPROVAL OF MEETING AGENDA

5. CONVENE AS THE BOARD OF CANVASS.

- A.** To consider for adoption a Resolution (**2023-053**) authorizing the Mayor and Municipal Council sitting as the Board of Canvassers to accept the election returns and declaring and certifying the results of the Municipal General Election held on November 21, 2023.
Presenter: Recorder Kresser

6. RECONVENE AS PLEASANT GROVE CITY COUNCIL.

7. OPEN SESSION

8. CONSENT ITEMS: (Consent items are only those which have been discussed beforehand, are non-controversial and do not require further discussion)

- a. City Council Minutes:
City Council Minutes for the November 7, 2023 meeting.
- b. To consider approval of Payment Request No. 8 for BD Bush Excavation Inc for the 1300 East Street and Utility Improvement Projects.
- c. To consider approval of Payment Request No. 1 and No. 2 for Big-D Construction for the Cook Family Park Project.
- d. To consider approval of Payment Request No. 4 for Pronghorn Construction for the Loader Avenue from 300 S to 500 S SRTS Project.
- e. To consider approval of Change Order No. 4 and Payment Request No. 8 for Newman Construction Inc for the 1300 West Street and Utility Improvement Project.

- f. To consider approval of Payment Request No. 2 for Holbrook Asphalt Co. for the 3-Year High Density Mineral Bond Contract (FY23).
- g. To consider approval of Payment Request No. 3 for RB Construction & Concrete Inc. for the 300 East Waterline and Roadway Reconstruction Project.
- h. To consider approval of Payment Request No. 4-final for Fullmer Excavation for the 2022 Battle Creek Park Sewer Project.
- i. To consider approval of Payment Request No. 2 for Insituform Technologies, LLC for the FY 2022-23 Sewer Rehabilitation Project.
- j. To consider approval of Payment Reports for November 16, 2023.

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

9. BOARD, COMMISSION, COMMITTEE APPOINTMENTS:

- A. To consider the approval of Trent Dyer and Brett Robertson as members of the Design Review Board (DRB).

10. PRESENTATIONS:

11. PUBLIC HEARING ITEMS: NO ITEMS AT THIS TIME

12. ACTION ITEMS READY FOR VOTE:

- A. To consider for adoption a Resolution (2023-054) authorizing the Mayor to sign an Agreement for Mutual Aid for Fire, Training and Emergency Medical Services between various local government agencies in Utah County and Pleasant Grove City to provide Mutual Aid Assistance in instances of emergency and providing an effective date. *Presenter: Chief Engemann*
- B. To consider for adoption a Resolution (2023-055) authorizing the Mayor to sign an Interlocal Cooperative Agreement between Mountainland Association of Governments (MAG) and Pleasant Grove City for a project known as “2600 North Roadway Widening and Reconstruction” and providing an effective date. *Presenter: Director Winterton*
- C. To consider for adoption a Resolution (2023-056) authorizing the Mayor to sign a Lease Agreement with the Utah Department of Transportation (UDOT) to allow the City to construct storm water drainage facilities in the area of 2000 West and 400 North Lindon, Utah County, Utah and providing an effective date. *Presenter: Director Winterton*
- D. To consider for adoption a Resolution (2023-057) authorizing the Mayor to declare a Caterpillar 938M Loader as surplus and direct that it be disposed of according to the City’s policy for disposing of surplus property and providing an effective date. *Presenter: Director Winterton*
- E. To consider for adoption an Ordinance (2023-28) amending Title 8 “Utilities” Chapter 5 “Stormwater Utility Fee” to provide a discount for multi-family, non-residential and mixed-use developments who retain or detain stormwater on site and providing an effective date. *Presenter: Director Winterton*
- F. To consider awarding J. Lyne Roberts & Sons Inc. the BLVD Well Facilities Project bid in the amount of \$2,058,324.34 and authorize the Mayor to sign the Notice of Award, Notice to Proceed and the Agreement. *Presenter: Director Winterton*
- G. To consider awarding AWC, Awolf Construction the 2024 Battle Creek PI Tank Cleaning Project bid in the amount of \$26,010.27 and authorize the Mayor to sign the Notice of Award, Notice to Proceed and the Agreement. *Presenter: Director Winterton*
- H. To consider for adoption a Resolution (2023-058) requesting the Recertification of the Pleasant Grove City Justice Court; affirming a willingness to continue to meet all requirements set forth by the Judicial Council for continued operation of the Justice Court and providing an effective date. *Presenter: Attorney Petersen*
- I. To consider for adoption an Ordinance (2023-29) setting the time and place of the regular meeting of the City Council, Boards, Commissions and Committee meetings of Pleasant Grove City for the year 2024 and providing an effective date. *Presenter: Attorney Petersen*

- J.** To consider for adoption a Resolution (2023-059) adopting a Certified Tax Rate for the City of Pleasant Grove for Fiscal Year 2024 (July 1, 2023 to June 30, 2024) and providing an effective date.
Presenter: Administrator Darrington
- K.** To consider for adoption a Resolution (2023-060) authorizing the Mayor to sign an amended contract between Pleasant Grove City and the Miss Pleasant Grove Scholarship Pageant for the purpose of establishing the terms of cooperation between the two entities and providing an effective date.
Presenter: Administrator Darrington

13. ITEMS FOR DISCUSSION:

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

14. REVIEW AND DISCUSSION OF THE JANUARY 2, 2024 CITY COUNCIL MEETING AGENDA.

15. MAYOR AND COUNCIL BUSINESS.

16. SIGNING OF PLATS.

17. REVIEW CALENDAR.

18. ADJOURN.

CERTIFICATE OF POSTING:

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

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

Date: December 1, 2023 Reposted December 4, 2023 at 2:00 p.m.

Time: 12:00 pm

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

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

**PARTIAL PAYMENT ESTIMATE
NO. 8**

Name of Contractor: <i>BD Bush Excavation, Inc.</i>		
Name of Owner: <i>Pleasant Grove City</i>		
Date of Completion:	Amount of Contract:	Dates of Estimate:
Original: 30-Sep-23	Original: \$1,869,629.00	From: 12-Oct-23
Revised: 13-Oct-23	Revised: \$1,920,655.56	To: 20-Nov-23

Description of Job: <i>1300 East Street and Utility Improvement Project</i>		
Amount	This Period	Total To Date
Amount Earned	\$0.00	\$1,919,296.46
Retainage Being Held	\$0.00	\$0.00
Retainage Being Released	\$95,964.82	\$95,964.82
Previous Payments		\$1,823,331.64
Amount Due	\$95,964.82	\$95,964.82

Contractor's Construction Progress is COMPLETE

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

Recommended by Horrocks Engineers

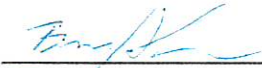
Date: 11/21/2023

Digitally signed by Caleb Joubert
DN: E=Caleb@horrocks.com, CN=Caleb
Joubert, OU=PG, OU=Users, OU=Accounts,
DC=Horrocks, DC=Illinois
Date: 2023.11.21 12:43:02-0700
Caleb Joubert

Caleb Joubert, E.I.T.
Project Engineer

Accepted by: **BD Bush Excavation, Inc.**

Date: 11/21/2023


Brandon Anderson
Project Manager

Approved By: **Pleasant Grove City**

Date: _____

Guy Fugal
Mayor

Budget Code _____ Staff Initial _____

ITEM NO.	NATURE OF WORK	CONTRACT ITEMS				QUANTITY		EARNINGS		
		Qty	Units	Unit Price	Bid Amt.	This Month	To Date	This Month	To Date	
	Base Bid									
1	Mobilization	1.00	LS	\$32,000.00	\$32,000.00	0.00	1.00		\$32,000.00	
2	Traffic Control	1.00	LS	\$31,500.00	\$31,500.00	0.00	1.00		\$31,500.00	
3	Storm Water Pollution Prevention Plan	1.00	LS	\$16,000.00	\$16,000.00	0.00	1.00		\$16,000.00	
4	Remove Existing Curb and Gutter	350.00	LF	\$4.50	\$1,575.00	0.00	613.90		\$3,658.50	
5	Remove Existing Concrete Flatwork	360.00	SF	\$1.40	\$5,040.00	0.00	4466.99		\$6,168.40	
6	Adjust Valve Box Or Sewer Cleanout to Grade	25.00	EA	\$8.80	\$22,000.00	0.00	29.00		\$24,650.00	
7	Adjust Manhole to Grade	18.00	EA	\$9.50	\$17,100.00	0.00	16.99		\$17,100.00	
8	24 inch Curb and Gutter	150.00	LF	\$59.00	\$8,850.00	0.00	1725.90		\$105,315.00	
9	Roadway Excavation (Plan Quantity)	1655.00	CY	\$21.00	\$34,755.00	0.00	1655.00		\$34,755.00	
10	2 inch Stabilization Rock (Contingency Item)	75.00	TON	\$50.00	\$3,750.00	0.00	0.00		\$0.00	
11	Untreated Base Course (UTBC) (Plan Quantity)	2315.00	CY	\$21.00	\$48,615.00	0.00	2315.00		\$48,615.00	
12	Hot Mix Asphalt	2245.00	TON	\$95.00	\$213,275.00	0.00	2253.17		\$214,076.15	
13	Driveway Apron/curb (6 inches Thick)	3000.00	SF	\$14.25	\$42,750.00	0.00	3190.00		\$45,465.00	
14	Concrete Sidewalk (4 inch Thick)	4365.00	SF	\$11.00	\$48,015.00	0.00	4518.00		\$49,698.00	
15	ADA Detectable Warning Device	7.00	EA	\$1,325.00	\$9,275.00	0.00	7.00		\$9,275.00	
16	Landscape Installation and Repair	4143.00	SF	\$6.20	\$25,686.00	0.00	3574.00		\$22,158.00	
17	Soil Fill (for 90 South)	1500.00	CF	\$3.50	\$5,250.00	0.00	1500.00		\$5,250.00	
18	Curb Wall (6 inch)	140.00	LF	\$64.50	\$9,030.00	0.00	146.00		\$9,411.00	
19	Remove Trees	10.00	EA	\$1,500.00	\$15,000.00	0.00	3.00		\$4,500.00	
20	Remove and Reinstall Fence	70.00	LF	\$9.50	\$665.00	0.00	70.00		\$665.00	
21	Relocate Mailbox	7.00	EA	\$300.00	\$2,100.00	0.00	4.00		\$1,200.00	
22	Relocate Sign	1.00	EA	\$550.00	\$550.00	0.00	2.00		\$1,100.00	
23	Install Concrete Steps and Landing	1.00	LS	\$11,500.00	\$11,500.00	0.00	1.00		\$11,500.00	
24	Replace Gravel Driveway	500.00	SF	\$5.25	\$2,625.00	0.00	500.00		\$2,625.00	
25	Water Service Connection (Setters Furnished by City)	34.00	EA	\$2,800.00	\$95,200.00	0.00	35.00		\$98,000.00	
26	1 inch Water Lateral Pipe	840.00	LF	\$26.00	\$21,840.00	0.00	931.00		\$24,206.00	
27	6 inch PVC C-900 Water Pipe	40.00	LF	\$95.00	\$3,800.00	0.00	40.00		\$3,800.00	
28	8 inch PVC C-900 Water Pipe	35.00	LF	\$115.00	\$4,025.00	0.00	35.00		\$4,025.00	
29	Installation of 10 inch PVC C-900 Water Pipe (Pipe Furnished by City)	2070.00	LF	\$81.00	\$167,670.00	0.00	2050.00		\$166,050.00	
30	12 inch PVC-C-900 Pressurized Irrigation Pipe	40.00	LF	\$150.00	\$6,000.00	0.00	20.00		\$2,000.00	
31	6 inch MJ Long Sleeve	1.00	EA	\$690.00	\$690.00	0.00	1.00		\$690.00	
32	8 inch MJ Long Sleeve	1.00	EA	\$690.00	\$690.00	0.00	3.00		\$2,070.00	
33	10 inch MJ Long Sleeve	2.00	EA	\$1,050.00	\$2,100.00	0.00	3.00		\$3,150.00	
34	12 inch MJ Long Sleeve	2.00	EA	\$1,200.00	\$2,400.00	0.00	1.00		\$1,200.00	
35	10 inch x 6 inch MJ x FL Reducer	1.00	EA	\$1,200.00	\$1,200.00	0.00	1.00		\$1,200.00	
36	10 inch x 8 inch FL TEE	1.00	EA	\$1,800.00	\$1,800.00	0.00	1.00		\$1,800.00	
37	10 inch FL Tee	3.00	EA	\$2,000.00	\$6,000.00	0.00	3.00		\$6,000.00	
38	6 inch MJ 45° Bend	1.00	EA	\$995.00	\$995.00	0.00	1.00		\$995.00	
39	10 inch MJ 11.25° Bend	3.00	EA	\$1,350.00	\$4,050.00	0.00	3.00		\$4,050.00	
40	10 inch MJ x FL 45° Bend	1.00	EA	\$1,500.00	\$1,500.00	0.00	1.00		\$1,500.00	
41	12 inch MJ 45° Bend	2.00	EA	\$1,550.00	\$3,100.00	0.00	4.00		\$6,200.00	
42	8 inch Gate Valve	1.00	EA	\$2,850.00	\$2,850.00	0.00	1.00		\$2,850.00	
43	10 inch Gate Valve	11.00	EA	\$4,100.00	\$45,100.00	0.00	11.00		\$46,100.00	
44	Remove Existing Water Valve Box	14.00	EA	\$750.00	\$10,500.00	0.00	9.00		\$6,750.00	
45	Remove Fire Hydrant	4.00	EA	\$1,500.00	\$6,000.00	0.00	3.00		\$4,500.00	
46	Install Fire Hydrant	4.00	EA	\$9,350.00	\$37,400.00	0.00	3.00		\$28,050.00	
47	12 inch RCP, Class V	65.00	LF	\$150.00	\$9,750.00	0.00	65.00		\$9,750.00	
48	15 inch RCP, Class V	2190.00	LF	\$160.00	\$350,400.00	0.00	1881.00		\$300,960.00	
49	18 inch RCP, Class III	285.00	LF	\$135.00	\$38,475.00	0.00	306.90		\$41,510.00	
50	48 inch Storm Drain Manhole	9.00	EA	\$5,335.00	\$48,015.00	0.00	9.00		\$48,015.00	
51	Curb Inlet Box	8.00	EA	\$4,650.00	\$37,200.00	0.00	8.00		\$41,850.00	
52	Gate Inlet Box	1.00	EA	\$4,650.00	\$4,650.00	0.00	1.00		\$4,650.00	
53	Double Curb Inlet Box	1.00	EA	\$7,500.00	\$7,500.00	0.00	1.00		\$7,500.00	
54	Connect to Existing Structure	4.00	EA	\$2,900.00	\$11,600.00	0.00	4.00		\$11,600.00	
55	Remove Existing Storm Drain Structure	6.00	EA	\$2,200.00	\$13,200.00	0.00	6.00		\$13,200.00	
56	Abandon Existing Storm Drain Structure	4.00	EA	\$2,100.00	\$8,400.00	0.00	3.00		\$6,300.00	
57	Remove Existing Pipe	1150.00	LF	\$12.50	\$14,375.00	0.00	1099.00		\$13,725.00	
58	Remove and Dispose Existing Pipe Outfall	1.00	LS	\$1,150.00	\$1,150.00	0.00	1.00		\$1,150.00	
59	Installation of New 1 inch Residential Pressurized Irrigation Meter	34.00	EA	\$950.00	\$32,300.00	0.00	32.00		\$30,400.00	
60	Fuel Costs (No Greater than 5% of Sum of the Bid Items 11-12, 17, 26-29, and 47-49)	1.00	LS	\$0.00	\$0.00	0.00	3.00		\$0.00	
Additive Alternate #1										
101	Sewer Lateral Repair	0.00	EA	\$785.00	\$0.00	0.00	0.00		\$4,710.00	
102	10 inch Line Stop	0.00	EA	\$15,500.00	\$0.00	0.00	0.00		\$0.00	
103	Pressurized Irrigation Connection	5.00	EA	\$1,575.00	\$7,875.00	0.00	10.00		\$16,750.00	
104	1 inch Pressurized Irrigation Pipe	170.00	LF	\$31.50	\$5,355.00	0.00	200.00		\$6,300.00	
105	Soft Spot Repair Fabric	0.00	SY	\$5.00	\$0.00	0.00	0.00		\$0.00	
Subtotal					\$1,860,620.00				\$0.00	\$1,858,269.90

Change Order #1

1	Traffic Control for 200 South Water Line Cut and Cap	1.00	LS	\$1,200.00	\$1,200.00	0.00	1.00		\$1,200.00
2	Soft Spot Excavation	85.00	CY	\$35.00	\$2,975.00	0.00	85.00		\$2,975.00
3	Soft Spot Structural Fill	85.00	CY	\$51.40	\$4,369.00	0.00	85.00		\$4,369.00
4	Soft Spot Repair Fabric	395.00	SY	\$3.90	\$1,540.50	0.00	395.00		\$1,540.50
5	Dual Fabric Over Sub Base	540.00	SY	\$6.70	\$3,618.00	0.00	540.00		\$3,618.00

Change Order #2

1	Lower 200 South Storm Drain Manhole	1.00	LS	\$2,645.00	\$2,645.00	0.00	1.00		\$2,645.00
2	Asphalt Deduct 0.8 Pay Factor for Compaction	722.00	TON	(\$19.00)	(\$13,718.00)	0.00	722.00		(\$13,718.00)

Change Order #3

1	Dual Soft Spot Repair Fabric, 2.780 SY @ \$6.70/SY	2780.00	SY	\$6.70	\$18,626.00	0.00	2780.00		\$18,626.00
2	Soft Spot Repair Excavation, 191 CY @ \$35.00/CY	191.00	CY	\$35.00	\$6,685.00	0.00	191.00		\$6,685.00
3	Soft Spot Repair Rubbase (6 Inches), 98 CY @ \$51.40/CY	98.00	CY	\$51.40	\$5,037.20	0.00	98.00		\$5,037.20
4	Additional 1" of Hot Mix Asphalt, 180 Ton @ \$95.00/Ton	180.00	TON	\$95.00	\$17,100.00	0.00	180.00		\$17,100.00

Total \$1,920,655.56

TOTAL		
AMOUNT RETAINED	\$0.00	\$1,919,208.40
RETAINAGE RELEASED	\$96,984.82	\$96,984.82
PREVIOUS RETAINAGE		\$96,984.82
PREVIOUS PAYMENTS		\$1,823,331.64
AMOUNT DUE	\$96,984.82	\$96,984.82



INVOICE

INVOICE NO: 72912

DATE: 10/31/2023

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

JOB NO: 123715

Job Name COOK FAMILY PARK

PAYMENT REQUEST # 1

ORIGINAL CONTRACT AMOUNT	\$	8,500.00
NET CHANGE BY CHANGE ORDER	\$	<u>8,029,247.73</u>
ADJUSTED CONTRACT AMOUNT	\$	<u><u>8,037,747.73</u></u>
TOTAL COMPLETED TO DATE	\$	631,224.28
LESS RETENTION	\$	<u>31,136.21</u>
TOTAL EARNED LESS RETAINAGE	\$	600,088.07
LESS PREVIOUS INVOICES	\$	<u>-</u>
AMOUNT DUE THIS REQUEST	\$	<u><u>600,088.07</u></u>

PLEASE REMIT PAYMENT TO: **BIG-D CONSTRUCTION**

404 WEST 400 SOUTH
SALT LAKE CITY, UTAH 84101

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

APPLICATION AND CERTIFICATION FOR PAYMENT

DOCUMENT G702

PAGE 2 OF 3 PAGES

TO OWNER:	PROJECT:	APPLICATION NO:	1	Distribution to:
CITY OF PLEASANT GROVE	COOK FAMILY PARK	PERIOD FROM:	10/1/2023	<input checked="" type="checkbox"/> OWNER
70 S 100 E	400 N 600 W	PERIOD TO:	10/31/2023	<input type="checkbox"/> ARCHITECT
PLEASANT GROVE, UT 84062	PLEASANT GROVE, UT 84062	PROJECT NO:	123715	<input type="checkbox"/> CONTRACTOR
FROM CONTRACTOR:	VIA ARCHITECT:			
BIG-D INC.	HORROCKS			
404 W 400 S	2162 WEST GROVE PARK SUITE 100			
SLC, UT 84101	PLEASANT GROVE, UT 84062			

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	\$	8,029,247.73
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	8,037,747.73
4. TOTAL COMPLETED & STORED TO DATE (Column H on G703)	\$	631,224.28
5. RETAINAGE:		
a. % of Completed Work (Column D + E on G703)	\$	31,136.21
b. % of Stored Material (Column F on G703)	\$	-
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	31,136.21
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	600,088.07
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	-
8. CURRENT PAYMENT DUE	\$	600,088.07
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	7,437,659.66

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	-	-
NET CHANGES by Change Order	0	

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: _____ Date: 11/6/2023
 By: Tyler Allen
 State of Utah County of: Utah
 Subscribed and sworn to before me this 6th day of NOV, 2023
 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: \$ 600,088.07

(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: _____ Date: 11/7/2023
 By: Brett Wood

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: 11/9/2023

CONTRACTOR: BGD INC.
PROJECT: COOK FAMILY PARK

SCHEDULE of VALUES
PROJECT NO: 123715

DATE: 10/31/2023
PAY APP: 1

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 %
						O PREVIOUS APPLICATIONS	P PAY REQUEST #1							
0.0	PRECONSTRUCTION	0.11%	8,500.00	-	8,500.00	-	8,500.00	-	8,500.00	100.00%	-	-	8,500.00	-
1.0	GENERAL CONDITIONS	3.45%	-	277,813.00	277,813.00	-	11,253.35	-	11,253.35	4.05%	268,359.65	-	10,650.68	662.67
31.0	EARTHWORK	88.16%	-	7,165,426.00	7,165,426.00	-	586,427.55	-	586,427.55	6.18%	6,578,998.45	-	657,105.17	29,321.38
93.0	BUILDERS RISK	0.02%	-	49,886.36	49,886.36	-	3,916.29	-	3,916.29	7.85%	45,969.07	-	3,720.48	195.81
93.1	GENERAL LIABILITY INSURANCE	0.79%	-	63,265.83	63,265.83	-	4,968.42	-	4,968.42	7.85%	58,297.41	-	4,720.00	248.42
94.1	BONDS	0.49%	-	39,448.11	39,448.11	-	-	-	-	0.00%	39,448.11	-	-	-
95.1	CONTRACTOR CONTINGENCY	2.63%	-	227,868.64	227,868.64	-	-	-	-	0.00%	227,868.64	-	-	-
99.0	CM/DM OVERHEAD AND FEE	2.66%	-	205,767.79	205,767.79	-	16,158.67	-	16,158.67	7.85%	189,609.12	-	16,350.74	807.99
TOTALS		100.00%	8,500.00	8,029,247.73	8,037,747.73	-	631,224.28	-	631,224.28	7.85%	7,406,623.45	-	600,988.07	31,135.21



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 **\$ 600,088.07** 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 10/31/2023 ("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: 10/31/2023

BIG-D Construction
(Company Name)

By: Tyler Allen
(Signature)

JCA
(Title)

COOK FAMILY PARK

INVOICE 1 DETAIL

LINE REF/ INV #	DESCRIPTION	UNITS	RATE	AMOUNT	AMOUNT LESS RET.	TOTAL LESS RET.
00-000000 - -	PRECONSTRUCTION PRECONSTRUCTION SERVICES			8,500.00	8,500.00	
PRECONSTRUCTION TOTAL					8,500.00	8,500.00
01-011010 - - 10/1/2023 - 10/22/2023	PROJECT MANAGER KURT KOBAYASHI	29 HRS	115	3,335.00	3,168.25	
01-011020 - - 10/1/2023 - 10/22/2023	PROJECT DIRECTOR BRANDON ECCLES	8 HRS	152	1,216.00	1,155.20	
01-011030 - - 10/1/2023 - 10/22/2023	SUPERINTENDENT JARED KELLER	40 HRS	140	5,600.00	5,320.00	
01-015200 - - 055376330 9	CONSTRUCTION FACILITIES HONEY BUCKET			155.51	147.73	
01-016120 - - SOFTWARE	SOFTWARE BIG-D CONSTRUCTION			946.84	899.49	
GENERAL CONDITIONS TOTAL					11,253.35	10,690.68
31-310000 - - SUNROC CORPORATION 1 123715	EARTHWORK 123715 10/31 REQ SUNROC CORPORATION			586,427.55	557,106.17	
EARTHWORK TOTAL					586,427.55	557,106.17
	BUILDERS RISK			3,916.29	3,720.48	3,720.48
	GENERAL LIABILITY INSURANCE			4,968.42	4,720.00	4,720.00
	CONTRACTOR CONTINGENCY				-	-
	CM/GC OVERHEAD & FEE			16,158.67	15,350.74	15,350.74
TOTAL					631,224.28	600,088.07



PAYMENT REQUEST PR1

Cook Family Park

PG, UT

PREVIOUS BILLINGS (INCLUDING RETAINAGE)Bottom line G703 Column D	0.00
SUBTOTAL (THIS MONTH'S WORK)Bottom Line G703 Column E	586427.55
LESS RETENTION FOR CURRENT MONTHWritten as a decimal <u>.05</u> %	29,321.38
NET AMOUNT DUE THIS PAYMENT REQUEST	557,106.17

BIG-D INTERNAL USE ONLY

JOB NUMBER 123715 VENDOR NO 30893

SUBCONTRACTOR Sunroc Corporation

COST CODE 310000 CATEGORY S

RETAINAGE % .05

PAYMENT DUE DATE: 12/15/2023

JOINT CHECK Y N
IF YES - ATTACH PAYEE INFORMATION

APPROVED BY: Kurt Kobayashi

DATE: 10/30/2023

CERTIFICATE BY SUBCONTRACTOR OR SUPPLIER:

I hereby certify that the work performed and the material supplied to date represent the actual value of accomplishment under the terms of the contract and all authorized changes hereto between the undersigned and Big-D, relating to the above project. I further certify that all payments, less any applicable retention, through the period covered by previous payments received from Big-D have been made in full to (1) all my subcontractor (sub-contractors) and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify that I have complied with Federal, State and local tax laws, including Social Security, Unemployment Compensation, Workman's Compensation and Withholding Tax Laws, insofar as applicable to this contract and that payroll fringe benefits where applicable have been paid.

BY: Dave Christofferson

DATE: 10/30/2023

TO CONTRACTOR:
 BIG-D CONSTRUCTION CORP.
 1788 W 200 N
 LINDON, Utah 84042

PROJECT:
 Cook Family Park
 400 N 800 W
 PLEASANT GROVE, Utah 84062

APPLICATION NO: 1
INVOICE NO: PR1
PERIOD: 10/01/23 - 10/31/23
PROJECT NO: 123715
CONTRACT NO: 123715-30893
CONTRACT DATE: 10/04/2023
CERTIFICATE DATE: 10/30/2023
SUBMITTED DATE:

FROM SUBCONTRACTOR:
 SUNROC CORPORATION
 PO BOX 778
 OREM, Utah 84059

SUBCONTRACT FOR: 310000.S

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1. Original Contract Sum	\$7,165,426.00
2. Net change by change orders	\$0.00
3. Contract Sum to date (Line 1 ± 2)	\$7,165,426.00
4. Total completed and stored to date (Column G on detail sheet)	\$686,427.55
5. Retainage:	
a. 5.00% of completed work	\$29,321.38
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$29,321.38
6. Total earned less retainage (Line 4 less Line 5 Total)	\$557,106.17
7. Less previous certificates for payment (Line 6 from prior certificate)	\$0.00
8. Current payment due:	\$557,106.17
9. Balance to finish, including retainage (Line 3 less Line 6)	\$6,608,319.83

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

SUBCONTRACTOR: SUNROC CORPORATION

By: Dave Christofferson Date: 10/30/2023

State of:
 County of:
 Subscribed and sworn to before me this _____ day of _____
 Notary Public:
 My commission expires:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 1
APPLICATION DATE: 10/27/2023
PERIOD: 10/01/23 - 10/31/23

Contract Lines

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	31-310000.S EARTHWORK.Subcontract	Earthwork	\$2,414,912.00	\$0.00	\$197,527.55	\$0.00	\$197,527.55	8.18%	\$2,217,384.45	\$9,876.38
2	31-310000.S EARTHWORK.Subcontract	Asphalt	\$1,561,501.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,561,501.00	\$0.00
3	31-310000.S EARTHWORK.Subcontract	Utilities	\$2,651,163.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,651,163.00	\$0.00
4	31-310000.S EARTHWORK.Subcontract	SWPPP	\$57,850.00	\$0.00	\$4,900.00	\$0.00	\$4,900.00	8.47%	\$52,950.00	\$245.00
5	31-310000.S EARTHWORK.Subcontract	Demolition	\$480,000.00	\$0.00	\$384,000.00	\$0.00	\$384,000.00	80.00%	\$96,000.00	\$19,200.00
TOTALS:			\$7,165,426.00	\$0.00	\$586,427.55	\$0.00	\$586,427.55	8.18%	\$6,578,998.45	\$29,321.38

Grand Totals

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E MATERIALS PRESENTLY STORED (NOT IN D OR E)	F TOTAL COMPLETED AND STORED TO DATE (D + E + F)	G % (G / C)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$7,165,426.00	\$0.00	\$586,427.55	\$0.00	\$586,427.55	8.18%	\$6,578,998.45	\$29,321.38



Sunroc Corporation
 PO Box 778
 Orem, UT, 84059
 801-722-2120

INVOICE

To: **BIG-D CONSTRUCTION-Lindon**
1788 WEST 200 NORTH
LINDON, UT, 84042

Invoice #: 51035*01
 Invoice Date: 10/25/2023
 Due Date: 11/24/2023
 Payment Terms: Net 30 days
 Customer Ref #:
 Customer Phone: (801) 796-8205
 Customer Fax: (801) 796-8206

Job: **Cook Family Park**

Item	Description	Contract			Work Completed Previous Applications		Work Completed This Period		Work Completed To Date		
		Quantity	U/M	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
NO BILL GROUP											
10	Mobilization	0.00	LS	0.00	195,000.25	0.00	0.00	0.00	39,000.05	0.00	39,000.05
20	Traffic Control (Close Road & Detour)	0.00	LS	0.00	12,500.00	0.00	0.00	0.00	0.00	0.00	0.00
35	Sweeping (For Our Scope)	500.00	HR	175.00	87,500.00	0.00	0.00	0.00	0.00	0.00	0.00
40	Engineered SWPPP Plan	0.00	LS	0.00	4,900.00	0.00	0.00	0.00	4,900.00	0.00	4,900.00
45	SWPPP BMPs	0.00	LS	0.00	39,690.00	0.00	0.00	0.00	0.00	0.00	0.00
46	Misc SWPPP Repairs During Construction	0.00	LS	0.00	13,260.00	0.00	0.00	0.00	0.00	0.00	0.00
50	Building, Utility, and Site Demo	0.00	LS	0.00	480,000.00	0.00	0.00	0.00	384,000.00	0.00	384,000.00
60	Cut & Fill Onsite (Clay Berms)	36,300.00	CY	4.75	172,425.00	0.00	0.00	0.00	0.00	0.00	0.00
62	Moisture Condition Clay	36,300.00	CY	0.95	34,485.00	0.00	0.00	0.00	0.00	0.00	0.00
65	Cut & Fill Onsite (Onsite Dirt Stockpiles) 92%	11,700.00	CY	4.75	55,575.00	0.00	0.00	1,755.00	8,336.25	1,755.00	8,336.25
70	Cut & Fill to Park/Rds 95% Compaction	38,500.00	CY	6.00	231,000.00	0.00	0.00	5,775.00	34,650.00	5,775.00	34,650.00
80	Cut & Fill to Cemetery 92% Compaction	11,700.00	CY	5.75	67,275.00	0.00	0.00	1,755.00	10,091.25	1,755.00	10,091.25
90	Clear & Grub 3" - Haul Off	11,100.00	CY	19.00	210,900.00	0.00	0.00	5,550.00	105,450.00	5,550.00	105,450.00
95	Site Grading	150,000.00	SF	0.12	162,000.00	0.00	0.00	0.00	0.00	0.00	0.00
100	Street Excavation 800 N (Cut, Haul off)	3,100.00	CY	22.50	69,750.00	0.00	0.00	0.00	0.00	0.00	0.00
102	Imported Fill - Below NFS @ Splash Pad	2,065.00	CY	40.00	82,600.00	0.00	0.00	0.00	0.00	0.00	0.00
104	Imported Fill - 18"-Plygrnd/HvySW & 19" - Courts	2,615.00	CY	40.00	104,600.00	0.00	0.00	0.00	0.00	0.00	0.00
106	Geotextile Fabric - NFS Top & Btm-Splash Btm Only	9,800.00	SY	1.98	19,404.00	0.00	0.00	0.00	0.00	0.00	0.00
108	18" NFS Fill - Pump, Splash, Skate	2,995.00	CY	50.75	151,996.25	0.00	0.00	0.00	0.00	0.00	0.00
110	6" Roadbase (Pump/Plygrnd/Skate/Courts/HvySW)	1,675.00	CY	43.00	72,025.00	0.00	0.00	0.00	0.00	0.00	0.00
115	6" Free Draining Gravel @ Splash Pad	185.00	CY	50.75	9,388.75	0.00	0.00	0.00	0.00	0.00	0.00
116	Remove/Replace 7' of Material Under Splash Pad w/	2,850.00	CY	67.00	190,950.00	0.00	0.00	0.00	0.00	0.00	0.00
140	15" RCP (Under 5' Deep)	1,500.00	LF	73.00	109,500.00	0.00	0.00	0.00	0.00	0.00	0.00
150	15" RCP (8-10' Deep)	40.00	LF	86.05	3,442.00	0.00	0.00	0.00	0.00	0.00	0.00
160	18" RCP (Under 5' Deep)	250.00	LF	79.50	19,875.00	0.00	0.00	0.00	0.00	0.00	0.00
170	18" RCP (8-10' Deep)	40.00	LF	98.55	3,942.00	0.00	0.00	0.00	0.00	0.00	0.00
180	36" RCP (Under 5' Deep)	40.00	LF	175.50	7,020.00	0.00	0.00	0.00	0.00	0.00	0.00
190	36" RCP (8-10' Deep)	40.00	LF	196.00	7,840.00	0.00	0.00	0.00	0.00	0.00	0.00



Sunroc Corporation
 PO Box 778
 Orem, UT, 84059
 801-722-2120

INVOICE

To: **BIG-D CONSTRUCTION-Lindon**
1788 WEST 200 NORTH
LINDON, UT, 84042

Invoice #: 51035*01
 Invoice Date: 10/25/2023
 Due Date: 11/24/2023
 Payment Terms: Net 30 days
 Customer Ref #:
 Customer Phone: (801) 796-8205
 Customer Fax: (801) 796-8206

Job: **Cook Family Park**

Item	Description	Contract			Work Completed Previous Applications		Work Completed This Period		Work Completed To Date		
		Quantity	U/M	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
<i>Continued from previous page . . .</i>											
200	36" HDPE (Under 5' Deep) (USED ADS)	60.00	LF	162.00	9,720.00	0.00	0.00	0.00	0.00	0.00	0.00
210	42" RCP (Under 5' Deep)	700.00	LF	121.75	85,225.00	0.00	0.00	0.00	0.00	0.00	0.00
220	42" RCP (8-10' Deep)	40.00	LF	136.50	5,460.00	0.00	0.00	0.00	0.00	0.00	0.00
230	12" PVC (under 5')	1,800.00	LF	85.10	153,180.00	0.00	0.00	0.00	0.00	0.00	0.00
240	12" PVC (8-10' Deep)	600.00	LF	99.50	59,700.00	0.00	0.00	0.00	0.00	0.00	0.00
250	12" PVC (10-12' Deep)	100.00	LF	105.00	10,500.00	0.00	0.00	0.00	0.00	0.00	0.00
260	15" RCP (Under 5' Deep)	1,700.00	LF	73.00	124,100.00	0.00	0.00	0.00	0.00	0.00	0.00
270	15" ADS (Under 5' Deep)	500.00	LF	46.75	23,375.00	0.00	0.00	0.00	0.00	0.00	0.00
280	15" RCP (8-10' Deep)	250.00	LF	86.25	21,562.50	0.00	0.00	0.00	0.00	0.00	0.00
290	15" RCP (11-12' Deep)	100.00	LF	91.00	9,100.00	0.00	0.00	0.00	0.00	0.00	0.00
300	18" RCP (Under 5' Deep)	600.00	LF	80.00	48,000.00	0.00	0.00	0.00	0.00	0.00	0.00
310	18" ADS (Under 5' Deep)	1,200.00	LF	60.00	72,000.00	0.00	0.00	0.00	0.00	0.00	0.00
320	18" RCP (8-10' Deep)	100.00	LF	98.75	9,875.00	0.00	0.00	0.00	0.00	0.00	0.00
330	18" RCP (11-12' Deep)	100.00	LF	103.50	10,350.00	0.00	0.00	0.00	0.00	0.00	0.00
340	36" RCP (Under 5' Deep)	100.00	LF	175.50	17,550.00	0.00	0.00	0.00	0.00	0.00	0.00
350	36" RCP (8-10' Deep)	100.00	LF	196.00	19,600.00	0.00	0.00	0.00	0.00	0.00	0.00
360	36" RCP (11-12' Deep)	600.00	LF	198.00	118,800.00	0.00	0.00	0.00	0.00	0.00	0.00
370	36" HDPE (Under 5' Deep) (USED ADS)	600.00	LF	162.00	97,200.00	0.00	0.00	0.00	0.00	0.00	0.00
380	42" RCP (site, 2-5' bury)	250.00	LF	121.75	30,437.50	0.00	0.00	0.00	0.00	0.00	0.00
390	42" RCP (8-10' Deep)	250.00	LF	136.50	34,125.00	0.00	0.00	0.00	0.00	0.00	0.00
400	42" RCP (11-12' Deep)	50.00	LF	146.75	7,337.50	0.00	0.00	0.00	0.00	0.00	0.00
410	48" RCP (under 5' Deep)	200.00	LF	260.00	52,000.00	0.00	0.00	0.00	0.00	0.00	0.00
420	48" RCP (8-10' Deep)	200.00	LF	275.00	55,000.00	0.00	0.00	0.00	0.00	0.00	0.00
430	48" RCP (11-12' Deep)	450.00	LF	285.00	128,250.00	0.00	0.00	0.00	0.00	0.00	0.00
440	Area Drain Box Inlets	32.00	EA	3,500.00	112,000.00	0.00	0.00	0.00	0.00	0.00	0.00
450	Catch Basin (APWA 314. 1 curb face 6' height)	19.00	EA	5,000.00	95,000.00	0.00	0.00	0.00	0.00	0.00	0.00
460	Catch Basin 2' extension	12.00	EA	925.00	11,100.00	0.00	0.00	0.00	0.00	0.00	0.00
470	Combo Box	9.00	EA	9,250.00	83,250.00	0.00	0.00	0.00	0.00	0.00	0.00
480	Combo Box 2' extension	6.00	EA	1,600.00	9,600.00	0.00	0.00	0.00	0.00	0.00	0.00
490	Combo Box (6' height, 42" main)	4.00	EA	9,200.00	36,800.00	0.00	0.00	0.00	0.00	0.00	0.00
500	Combo Box 2' extension (42" main)	4.00	EA	1,600.00	6,400.00	0.00	0.00	0.00	0.00	0.00	0.00



Sunroc Corporation
 PO Box 778
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 801-722-2120

INVOICE

To: **BIG-D CONSTRUCTION-Lindon**
1788 WEST 200 NORTH
LINDON, UT, 84042

Invoice #: 51035*01
 Invoice Date: 10/25/2023
 Due Date: 11/24/2023
 Payment Terms: Net 30 days
 Customer Ref #:
 Customer Phone: (801) 796-8205
 Customer Fax: (801) 796-8206

Job: **Cook Family Park**

Item	Description	Contract			Work Completed Previous Applications		Work Completed This Period		Work Completed To Date		
		Quantity	U/M	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
<i>Continued from previous page . . .</i>											
510	4x4 Cleanout Box with manhole ring and cover 6'	6.00	EA	6,000.00	36,000.00	0.00	0.00	0.00	0.00	0.00	0.00
520	4x4 Cleanout Box with grate, frame and 10' apron	7.00	EA	7,250.00	50,750.00	0.00	0.00	0.00	0.00	0.00	0.00
530	4x4 Cleanout Box 2' Extension	10.00	EA	1,300.00	13,000.00	0.00	0.00	0.00	0.00	0.00	0.00
540	5x5 Cleanout Box with MH ring and cover(6' height)	1.00	EA	8,000.00	8,000.00	0.00	0.00	0.00	0.00	0.00	0.00
550	5x5 Cleanout Box with grate, frame, and 10' apron	1.00	EA	8,250.00	8,250.00	0.00	0.00	0.00	0.00	0.00	0.00
560	5x5 Cleanout Box 2' extension	5.00	EA	1,600.00	8,000.00	0.00	0.00	0.00	0.00	0.00	0.00
570	6x6 Cleanout Box with manhole ring and cover(6')	3.00	EA	9,250.00	27,750.00	0.00	0.00	0.00	0.00	0.00	0.00
580	6x6 Cleanout Box with grate, frame, and 10' apron	2.00	EA	9,500.00	19,000.00	0.00	0.00	0.00	0.00	0.00	0.00
590	6x6 Cleanout Box 2' extension	6.00	EA	1,800.00	10,800.00	0.00	0.00	0.00	0.00	0.00	0.00
600	6x8 Control structure (6' height)	3.00	EA	16,000.00	48,000.00	0.00	0.00	0.00	0.00	0.00	0.00
610	6x8 Control structure 2' extension	4.00	EA	1,800.00	7,200.00	0.00	0.00	0.00	0.00	0.00	0.00
620	12" C-900	300.00	LF	88.00	26,400.00	0.00	0.00	0.00	0.00	0.00	0.00
630	12" Butterfly Valve	2.00	EA	5,600.00	11,200.00	0.00	0.00	0.00	0.00	0.00	0.00
640	12" DIP Fittings	4.00	EA	1,300.00	5,200.00	0.00	0.00	0.00	0.00	0.00	0.00
650	6" C-900	40.00	LF	47.15	1,886.00	0.00	0.00	0.00	0.00	0.00	0.00
660	6" Gate Valve	1.00	EA	2,250.00	2,250.00	0.00	0.00	0.00	0.00	0.00	0.00
670	6" PI Meter	1.00	EA	26,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	0.00
680	6" PI Filter	1.00	EA	21,000.00	21,000.00	0.00	0.00	0.00	0.00	0.00	0.00
690	8" C-900	1,040.00	LF	56.00	58,240.00	0.00	0.00	0.00	0.00	0.00	0.00
700	8" Gate Valve	3.00	EA	3,000.00	9,000.00	0.00	0.00	0.00	0.00	0.00	0.00
710	8" DIP Fittings	2.00	EA	1,200.00	2,400.00	0.00	0.00	0.00	0.00	0.00	0.00
720	6" C-900	40.00	LF	48.00	1,920.00	0.00	0.00	0.00	0.00	0.00	0.00
730	6" Gate Valve	1.00	EA	2,250.00	2,250.00	0.00	0.00	0.00	0.00	0.00	0.00
740	Fire Hydrant (6' Bury)	2.00	EA	13,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	0.00
750	1" Poly Service Lateral (1) 8x1 S&C and 1" Poly	400.00	LF	26.00	10,400.00	0.00	0.00	0.00	0.00	0.00	0.00
760	6" Culinary Meter	1.00	EA	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00
770	6" Culinary Backflow Preventer	1.00	EA	18,000.00	18,000.00	0.00	0.00	0.00	0.00	0.00	0.00
780	8" PVC SDR 35r (11-12' Deep)	400.00	LF	65.00	26,000.00	0.00	0.00	0.00	0.00	0.00	0.00
790	4' Manhole	2.00	EA	6,000.00	12,000.00	0.00	0.00	0.00	0.00	0.00	0.00



Sunroc Corporation
 PO Box 778
 Orem, UT, 84059
 801-722-2120

INVOICE

To: **BIG-D CONSTRUCTION-Lindon**
1788 WEST 200 NORTH
LINDON, UT, 84042

Invoice #: 51035*01
 Invoice Date: 10/25/2023
 Due Date: 11/24/2023
 Payment Terms: Net 30 days
 Customer Ref #:
 Customer Phone: (801) 796-8205
 Customer Fax: (801) 796-8206

Job: **Cook Family Park**

Item	Description	Contract			Work Completed Previous Applications		Work Completed This Period		Work Completed To Date		
		Quantity	U/M	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
<i>Continued from previous page . . .</i>											
800	2" Power Conduit(Gray, 18" bury, site)	6,000.00	LF	18.00	108,000.00	0.00	0.00	0.00	0.00	0.00	0.00
810	4" Power Conduit (Gray, 24" bury, site)	800.00	LF	26.00	20,800.00	0.00	0.00	0.00	0.00	0.00	0.00
820	6" Power Conduit (Gray, 36" bury, street)	60.00	LF	49.00	2,940.00	0.00	0.00	0.00	0.00	0.00	0.00
830	6" Power Conduit (Gray, 36" bury, site)	300.00	LF	37.00	11,100.00	0.00	0.00	0.00	0.00	0.00	0.00
840	2" Power Conduit (Gray, in shared trench)	6,000.00	LF	5.00	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00
850	4" Power Conduit (Gray, in chared trench)	800.00	LF	11.00	8,800.00	0.00	0.00	0.00	0.00	0.00	0.00
860	6" Power Conduit (Gray, in shared trench)	300.00	LF	19.00	5,700.00	0.00	0.00	0.00	0.00	0.00	0.00
870	6" Sleeve Conduit (PVC, 36" Bury)	500.00	LF	50.00	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00
880	Electrical Pull Boxes	75.00	EA	2,250.00	168,750.00	0.00	0.00	0.00	0.00	0.00	0.00
900	Sidewalk and flat work subgrade prep (6" UBC)	25,335.00	SF	3.25	407,338.75	0.00	0.00	0.00	0.00	0.00	0.00
910	Curb & Gutter subgrade prep (6" UBC)	8,900.00	LF	7.00	62,300.00	0.00	0.00	0.00	0.00	0.00	0.00
915	Curb Wall Prep. (6"UBC)	2,650.00	LF	6.00	15,900.00	0.00	0.00	0.00	0.00	0.00	0.00
917	Soft Spot Remediation Allowance	1,000.00	CY	69.00	69,000.00	0.00	0.00	0.00	0.00	0.00	0.00
920	5" Asp (PG 64-34)/8"UBC/14" Subbase (800/400N)	13,155.00	SY	63.00	828,765.00	0.00	0.00	0.00	0.00	0.00	0.00
930	6" Asp (PG 64-34)/8"UBC/18" Subbase (800 W)	1,090.00	SY	77.50	84,475.00	0.00	0.00	0.00	0.00	0.00	0.00
940	3" Asphalt/8"UBC	53,650.00	SF	3.55	545,457.50	0.00	0.00	0.00	0.00	0.00	0.00
945	Mirafi 160N	53,650.00	SF	0.22	33,803.00	0.00	0.00	0.00	0.00	0.00	0.00
950	Concrete Manhole Collar	18.00	EA	720.00	12,960.00	0.00	0.00	0.00	0.00	0.00	0.00
960	Concrete Valve Collar	45.00	EA	600.00	27,000.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL					7,165,426.00	0.00	586,427.55	586,427.55			
INVOICE TOTAL:					7,165,426.00	0.00	586,427.55	586,427.55			

Total Billed To Date: 586,427.55
Less Retainage: 29,321.37
Total Less Retainage: 557,106.18
Less Previous Applications: 0.00
Total Due This Invoice: 557,106.18

PLEASE PAY FROM THIS INVOICE

All accounts due 15th of the month following date of billing.
 In the event payment is not made by due date, a FINANCE CHARGE of 1.5% per month (ANNUAL PERCENTAGE RATE 18%) will be added.



CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Property Name: Cook Family Park

Property Location: PG, UT

Undersigned's Customer: Big-D Construction Corp

Invoice/Payment Application Number: PR1

Payment Amount: 557,106.17

Payment Period: October 2023

To the extent provided below, this document becomes effective to release and the undersigned is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1a, Preconstruction and Construction Liens, or any bond right under Utah Code Ann., Title 14, Contractors' Bonds, or Section 63G-6a-1103 related to payment rights the undersigned has on the above described Property once: (1) the undersigned endorses a check in the above referenced Payment Amount payable to the undersigned; and (2) the check is paid by the depository institution on which it is drawn. This waiver and release applies to a progress payment for the work, materials, equipment, or a combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount. This waiver and release does not apply to any retention withheld; any items, modifications, or changes pending approval; disputed items and claims; or items furnished or invoiced after the Payment Period. The undersigned warrants that the undersigned either has already paid or will use the money the undersigned receives from this progress payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release.

Date: 10/30/2023

Sunroc Corporation
(Company Name)

By: Dave Christofferson
(Signature)

Project Manager
(Title)



INVOICE

INVOICE NO: 72993

DATE: 11/30/2023

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

JOB NO: 123715

Job Name COOK FAMILY PARK

PAYMENT REQUEST # 2

ORIGINAL CONTRACT AMOUNT	\$	8,500.00
NET CHANGE BY CHANGE ORDER	\$	<u>9,647,386.72</u>
ADJUSTED CONTRACT AMOUNT	\$	<u><u>9,655,886.72</u></u>
TOTAL COMPLETED TO DATE	\$	849,775.69
LESS RETENTION	\$	<u>42,063.78</u>
TOTAL EARNED LESS RETAINAGE	\$	807,711.91
LESS PREVIOUS INVOICES	\$	<u>600,088.07</u>
AMOUNT DUE THIS REQUEST	\$	<u><u>207,623.84</u></u>

PLEASE REMIT PAYMENT TO: BIG-D CONSTRUCTION
404 WEST 400 SOUTH
SALT LAKE CITY, UTAH 84101

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

APPLICATION AND CERTIFICATION FOR PAYMENT

DOCUMENT G702

PAGE 2 OF 3 PAGES

TO OWNER:	PROJECT:	APPLICATION NO:	Distribution to:
CITY OF PLEASANT GROVE	COOK FAMILY PARK	2	<input checked="" type="checkbox"/> OWNER
70 S 100 E	400 N 600 W	PERIOD FROM: 11/1/2023	<input type="checkbox"/> ARCHITECT
PLEASANT GROVE, UT 84062	PLEASANT GROVE, UT 84062	PERIOD TO: 11/30/2023	<input type="checkbox"/> CONTRACTOR
FROM CONTRACTOR:	VIA ARCHITECT:		<input type="checkbox"/>
BIG-D INC	HORROCKS		<input type="checkbox"/>
404 W 400 S	2162 WEST GROVE PARK SUITE 100	PROJECT NO: 123715	
SLC, UT 84101	PLEASANT GROVE, UT 84062		

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	\$	9,647,386.72
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	9,655,886.72
4. TOTAL COMPLETED & STORED TO DATE (Column H on G703)	\$	849,775.69
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	42,063.78
b. 5 % of Stored Material (Column F on G703)	\$	-
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	42,063.78
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	807,711.91
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	600,088.07
8. CURRENT PAYMENT DUE	\$	207,623.84
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	8,848,174.81

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	-	-
NET CHANGES by Change Order	0	

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: 11/21/2023
 State of: Utah County of: Utah
 Subscribed and sworn to before me this 21st day of NOV, 20 2023
 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 \$ 207,623.84

(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: 11/21/2023

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: 11/21/2023

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

SCHEDULE OF VALUES

PROJECT NO: 123715

DATE: 11/30/2023

PAY APP: 2

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 6%
						O PREVIOUS APPLICATIONS	P PAY REQUEST #12							
0.0	PRECONSTRUCTION	0.06%	8,500.00	-	8,500.00	8,500.00	-	-	8,500.00	100.00%	-	8,500.00	-	-
1.0	GENERAL CONDITIONS	2.66%	-	277,613.00	277,613.00	11,253.35	25,736.51	-	36,982.86	13.33%	240,620.14	10,630.69	24,462.63	1,849.84
12.0	FURNISHINGS	16.55%	-	1,500,000.00	1,500,000.00	-	-	-	-	0.00%	1,500,000.00	-	-	-
31.0	EARTHWORK	74.21%	-	7,185,426.00	7,185,426.00	580,427.55	184,136.05	-	770,562.60	10.75%	6,394,863.40	557,106.17	174,928.30	39,528.13
93.0	BUILDERS RISK	0.62%	-	59,918.36	59,918.36	3,916.29	1,356.88	-	5,273.17	8.80%	54,645.19	3,720.48	1,289.04	263.65
93.1	GENERAL LIABILITY INSURANCE	0.76%	-	76,015.83	76,015.83	4,888.42	1,721.43	-	6,609.85	8.80%	69,325.99	4,720.00	1,635.36	334.49
94.1	BONDS	0.46%	-	47,398.11	47,398.11	-	-	-	-	0.00%	47,398.11	-	-	-
98.1	CONTRACTOR CONTINGENCY	2.84%	-	273,791.14	273,791.14	-	-	-	-	0.00%	273,791.14	-	-	-
99.6	CM/DM OVERHEAD AND FEE	2.59%	-	247,224.28	247,224.28	16,158.07	5,598.54	-	21,752.21	8.80%	225,467.07	15,350.74	5,318.61	1,087.88
TOTALS		100.00%	8,500.00	8,847,386.72	8,655,686.72	631,224.28	218,561.41	-	846,775.89	8.80%	8,809,111.33	530,088.07	267,623.84	42,083.78



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 \$ 207,623.84 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 11/30/2023 ("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: 11/30/2023

BIG-D Construction
(Company Name)

By: Tyler Allen
(Signature)

JCA
(Title)

COOK FAMILY PARK**INVOICE 2 DETAIL**

LINE REF/ INV #	DESCRIPTION	UNITS	RATE	AMOUNT	AMOUNT LESS RET.	TOTAL LESS RET.
01-011010 -- 10/23/2023 --11/12/2023	PROJECT MANAGER KURT KOBAYASHI	45 HRS	115	5,175.00	4,916.25	
01-011020 -- 10/23/2023 --11/12/2023	PROJECT DIRECTOR BRANDON ECCLES	5 HRS	152	760.00	722.00	
01-011030 -- 10/23/2023 --11/12/2023	SUPERINTENDENT JARED KELLER	96 HRS	140	13,440.00	12,768.00	
01-011070 -- 10/23/2023 --11/12/2023	PROJECT ENGINEER	16 HRS	70	1,120.00	1,064.00	
01-011320 -- 10/23/2023 --11/12/2023	SAFETY COORDINATOR KEN LEMAY	4 HRS	92	368.00	349.60	
GSH MATERIAL TESTING 123715 1	123715 11/30 REQ GSH MATERIAL TESTING			4,548.68	4,321.25	
01-016120 -- SOFTWARE	SOFTWARE BIG-D CONSTRUCTION			327.83	311.44	
GENERAL CONDITIONS TOTAL					25,739.51	24,452.53
31-310000 -- SUNROC CORPORATION 2 123715	EARTHWORK 123715 11/30 REQ SUNROC CORPORATION			184,135.05	174,928.30	
EARTHWORK TOTAL					184,135.05	174,928.30
	BUILDERS RISK			1,356.88	1,289.04	1,289.04
	GENERAL LIABILITY INSURANCE			1,721.43	1,635.36	1,635.36
	CONTRACTOR CONTINGENCY					
	CM/GC OVERHEAD & FEE			5,598.54	5,318.61	5,318.61
TOTAL					218,551.41	207,623.84



PAYMENT REQUEST PR1

Cook Family Park
PG, UT

PREVIOUS BILLINGS (INCLUDING RETAINAGE)Bottom line G703 Column D	0.00
SUBTOTAL (THIS MONTH'S WORK)Bottom Line G703 Column E	4548.68
LESS RETENTION FOR CURRENT MONTHWritten as a decimal <u>.05</u> %	<u>227.43</u>
NET AMOUNT DUE THIS PAYMENT REQUEST	<u>4,321.25</u>

BIG-D INTERNAL USE ONLY

JOB NUMBER 123715 VENDOR NO 06790

SUBCONTRACTOR GSH Materials Test

COST CODE 012119 CATEGORY S

RETAINAGE % .05

PAYMENT DUE DATE: 01/15/2024

JOINT CHECK Y N
IF YES - ATTACH PAYEE INFORMATION

APPROVED BY: Kurt Kobayashi

DATE: 11/19/2023

CERTIFICATE BY SUBCONTRACTOR OR SUPPLIER:

I hereby certify that the work performed and the material supplied to date represent the actual value of accomplishment under the terms of the contract and all authorized changes hereto between the undersigned and Big-D, relating to the above project. I further certify that all payments, less any applicable retention, through the period covered by previous payments received from Big-D have been made in full to (1) all my subcontractor (sub-contractors) and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify that I have complied with Federal, State and local tax laws, including Social Security, Unemployment Compensation, Workman's Compensation and Withholding Tax Laws, Insofar as applicable to this contract and that payroll fringe benefits where applicable have been paid.

BY: Danielle Gadd

DATE: 11/17/2023

TO CONTRACTOR:
 BIG-D CONSTRUCTION CORP.
 1788 W 200 N
 LINDON, Utah 84042

PROJECT:
 Cook Family Park
 400 N 600 W
 PLEASANT GROVE, Utah 84062

APPLICATION NO: 1
INVOICE NO: PR1
PERIOD: 11/01/23 - 11/30/23
PROJECT NO: 123715
CONTRACT NO: 123715-06790
CONTRACT DATE: 10/05/2023
CERTIFICATE DATE: 11/17/2023
SUBMITTED DATE:

FROM SUBCONTRACTOR:
 GSH MATERIALS TESTING AND INSPECTION,
 INC.
 473 W 4900 S
 MURRAY, Utah 84123
SUBCONTRACT FOR: 012119.S

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1. Original Contract Sum	\$36,705.00
2. Net change by change orders	\$0.00
3. Contract Sum to date (Line 1 ± 2)	\$36,705.00
4. Total completed and stored to date (Column G on detail sheet)	\$4,548.68
5. Retainage:	
a. 5.00% of completed work	\$227.43
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$227.43
6. Total earned less retainage (Line 4 less Line 5 Total)	\$4,321.25
7. Less previous certificates for payment (Line 6 from prior certificate)	\$0.00
8. Current payment due:	\$4,321.25
9. Balance to finish, including retainage (Line 3 less Line 6)	\$32,383.75

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

SUBCONTRACTOR: GSH MATERIALS TESTING AND INSPECTION, INC.

By: Danielle Gadd Date: 11/17/2023

State of:
 County of:
 Subscribed and sworn to before me this _____ day of _____
 Notary Public:
 My commission expires:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 1

APPLICATION DATE: 11/20/2023

PERIOD: 11/01/23 - 11/30/23

Contract Lines

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)			
1	01-012118.S TESTING & INSPECTIONS.Subcontract		\$36,705.00	\$0.00	\$4,548.68	\$0.00	\$4,548.68	12.39%	\$32,156.32	\$227.43
TOTALS:			\$36,705.00	\$0.00	\$4,548.68	\$0.00	\$4,548.68	12.39%	\$32,156.32	\$227.43

Grand Totals

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)				
GRAND TOTALS:			\$36,705.00	\$0.00	\$4,548.68	\$0.00	\$4,548.68	12.39%	\$32,156.32	\$227.43



CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Property Name: Cook Family Park

Property Location: PG, UT

Undersigned's Customer: Big-D Construction Corp

Invoice/Payment Application Number: PR1

Payment Amount: 4,321.25

Payment Period: 10/14/23-11/11/23

To the extent provided below, this document becomes effective to release and the undersigned is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1a, Preconstruction and Construction Liens, or any bond right under Utah Code Ann., Title 14, Contractors' Bonds, or Section 63G-6a-1103 related to payment rights the undersigned has on the above described Property once: (1) the undersigned endorses a check in the above referenced Payment Amount payable to the undersigned; and (2) the check is paid by the depository institution on which it is drawn. This waiver and release applies to a progress payment for the work, materials, equipment, or a combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount. This waiver and release does not apply to any retention withheld; any items, modifications, or changes pending approval; disputed items and claims; or items furnished or invoiced after the Payment Period. The undersigned warrants that the undersigned either has already paid or will use the money the undersigned receives from this progress payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release.

Date: 11/17/2023

GSH Materials Test
(Company Name)

By: Danielle Gadd
(Signature)

Accounts Receivable
(Title)



PAYMENT REQUEST PR2

Cook Family Park
PG, UT

PREVIOUS BILLINGS (INCLUDING RETAINAGE)Bottom line G703 Column D	586427.55
SUBTOTAL (THIS MONTH'S WORK)Bottom Line G703 Column E	184135.05
LESS RETENTION FOR CURRENT MONTHWritten as a decimal <u>.05</u> %	9,206.75
NET AMOUNT DUE THIS PAYMENT REQUEST	174,928.30

BIG-D INTERNAL USE ONLY

JOB NUMBER 123715 VENDOR NO 30893

SUBCONTRACTOR Sunroc Corporation

COST CODE 310000 CATEGORY S

RETAINAGE % .05

PAYMENT DUE DATE: 01/15/2023

JOINT CHECK Y N
IF YES - ATTACH PAYEE INFORMATION

APPROVED BY: Kurt Kobayashi

DATE: 11/19/2023

CERTIFICATE BY SUBCONTRACTOR OR SUPPLIER:

I hereby certify that the work performed and the material supplied to date represent the actual value of accomplishment under the terms of the contract and all authorized changes hereto between the undersigned and Big-D, relating to the above project. I further certify that all payments, less any applicable retention, through the period covered by previous payments received from Big-D have been made in full to (1) all my subcontractor (sub-contractors) and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify that I have complied with Federal, State and local tax laws, including Social Security, Unemployment Compensation, Workman's Compensation and Withholding Tax Laws, insofar as applicable to this contract and that payroll fringe benefits where applicable have been paid.

BY: Dave Christofferson

DATE: 11/17/2023

TO CONTRACTOR:

BIG-D CONSTRUCTION CORP.
1788 W 200 N
LINDON, Utah 84042

PROJECT:

Cook Family Park
400 N 600 W
PLEASANT GROVE, Utah 84062

APPLICATION NO: 2**INVOICE NO: PR2****PERIOD: 11/01/23 - 11/30/23****PROJECT NO: 123715****CONTRACT NO: 123715-30883****CONTRACT DATE: 10/04/2023****CERTIFICATE DATE: 11/17/2023****SUBMITTED DATE:****FROM SUBCONTRACTOR:**

SUNROC CORPORATION
PO BOX 778
OREM, Utah 84059

SUBCONTRACT FOR: 310000.S**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1. Original Contract Sum	\$7,165,426.00
2. Net change by change orders	\$0.00
3. Contract Sum to date (Line 1 ± 2)	\$7,165,426.00
4. Total completed and stored to date (Column G on detail sheet)	\$770,562.60
5. Retainage:	
a. 5.00% of completed work	\$38,528.13
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$38,528.13
6. Total earned less retainage (Line 4 less Line 5 Total)	\$732,034.47
7. Less previous certificates for payment (Line 6 from prior certificates)	\$557,106.17
8. Current payment due:	\$174,928.30
9. Balance to finish, including retainage (Line 3 less Line 6)	\$6,433,391.53

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

SUBCONTRACTOR: SUNROC CORPORATION

By: Dave Christofferson Date: 11/17/2023

State of:

County of:

Subscribed and sworn to before
me this day of

Notary Public:

My commission expires:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 2
 APPLICATION DATE: 11/20/2023
 PERIOD: 11/01/23 - 11/30/23

Contract Lines

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	31-310000.S EARTHWORK.Subcontract	Earthwork	\$2,414,912.00	\$197,527.55	\$136,135.05	\$0.00	\$333,662.60	13.82%	\$2,081,249.40	\$16,683.13
2	31-310000.S EARTHWORK.Subcontract	Asphalt	\$1,561,501.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,561,501.00	\$0.00
3	31-310000.S EARTHWORK.Subcontract	Utilities	\$2,651,163.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,651,163.00	\$0.00
4	31-310000.S EARTHWORK.Subcontract	SWPPP	\$57,850.00	\$4,900.00	\$0.00	\$0.00	\$4,900.00	8.47%	\$52,950.00	\$245.00
5	31-310000.S EARTHWORK.Subcontract	Demolition	\$480,000.00	\$384,000.00	\$48,000.00	\$0.00	\$432,000.00	90.00%	\$48,000.00	\$21,600.00
TOTALS:			\$7,165,426.00	\$586,427.55	\$184,135.05	\$0.00	\$770,562.60	10.75%	\$6,394,863.40	\$38,528.13

Grand Totals

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$7,165,426.00	\$586,427.55	\$184,135.05	\$0.00	\$770,562.60	10.75%	\$6,394,863.40	\$38,528.13



CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Property Name: Cook Family Park

Property Location: PG, UT

Undersigned's Customer: Big-D Construction Corp

Invoice/Payment Application Number: PR2

Payment Amount: 174,928.30

Payment Period: November 2023

To the extent provided below, this document becomes effective to release and the undersigned is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1a, Preconstruction and Construction Liens, or any bond right under Utah Code Ann., Title 14, Contractors' Bonds, or Section 63G-6a-1103 related to payment rights the undersigned has on the above described Property once: (1) the undersigned endorses a check in the above referenced Payment Amount payable to the undersigned; and (2) the check is paid by the depository institution on which it is drawn. This waiver and release applies to a progress payment for the work, materials, equipment, or a combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount. This waiver and release does not apply to any retention withheld; any items, modifications, or changes pending approval; disputed items and claims; or items furnished or invoiced after the Payment Period. The undersigned warrants that the undersigned either has already paid or will use the money the undersigned receives from this progress payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release.

Date: 11/17/2023

Sunroc Corporation
(Company Name)

By: Dave Christofferson
(Signature)

Project Manager
(Title)

**PARTIAL PAYMENT ESTIMATE
NO. 4**

Name of Contractor:	<i>Pronghorn Construction</i>		
Name of Owner:	<i>Pleasant Grove City</i>		
Date of Completion:	Amount of Contract:	Dates of Estimate:	
Original: August 9, 2023	Original: \$180,753.90	From: October 11, 2023	
Revised: November 30, 2023	Revised: \$425,357.68	To: November 20, 2023	
Description of Job:	<i>Loader Avenue From 300 South to 500 South SRTS</i>		
Amount	This Period	Total To Date	
Amount Earned	\$20,522.40	\$407,530.14	
Retainage Held	\$0.00	\$19,350.39	
Retainage Being Released	\$19,350.39	\$19,350.39	
Previous Payments	-	\$367,657.36	
Amount Due	\$39,872.79	\$39,872.79	

This project is complete.

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

Recommended by: Pleasant Grove City Engineering

11/20/2023
Date: _____

2023.11.20
Britta J. Hill 14:06:46-07'00'

Accepted by: Pronghorn Construction

Date: _____

Joseph Serre

Digitally signed by Joseph Serre
DN: C=US,
E=joe@pronghornco.com,
O="Pronghorn Construction",
CN=Joseph Serre
Date: 2023.11.20
12:59:52-07'00'

Approved by: Pleasant Grove City Mayor

Date: _____

PROJECT: Loader Avenue from 300 South to 500 South SRTS

Schedule of Values

PAY PERIOD: 1 PAY PERIOD: 2 PAY PERIOD: 3 PAY PERIOD: 4 11/20/2023

ITEM NO.	NATURE OF WORK	CONTRACT ITEMS			QUANTITY		QUANTITY		QUANTITY		QUANTITY		EARNINGS	
		Qty	Units	Unit Price	Ext Amt.	This Month	To Date	This Month	To Date	This Month	To Date	This Month	To Date	
1	MOBILIZATION (Phase 1)	1	LS	\$12,300.00	\$12,300.00	0.50	0.50	0.50	1.00			1.00	\$0.00	\$12,300.00
2	Traffic Control	1	LS	\$6,800.00	\$6,800.00	0.50	0.50	0.50	1.00			1.00	\$0.00	\$6,800.00
3	Roadway Excavation (Plan Quantity)	173	CY	\$126.60	\$20,863.80	70.00	70.00	103.00	173.00			173.00	\$0.00	\$20,863.80
4	Import, Place, Shape and Compact (Granular Base Material) (CONTINGENCY ITEM)	216	TON	\$49.00	\$10,778.40		0.00		0.00			0.00	\$0.00	\$0.00
5	Import, Place, Shape and Compact Untreated Road Base	250	TON	\$62.50	\$15,625.00	226.53	226.53	366.20	592.73	65.29	658.02	658.02	\$0.00	\$41,126.25
6	Import, Place, Shape, and Compact Asphalt Pavement	81	TON	\$187.10	\$15,155.10		0.00		0.00			0.00	\$0.00	\$0.00
7	Relocate Manholes	2	EA	\$391.00	\$782.00		0.00		0.00	2.00	2.00	2.00	\$0.00	\$782.00
8	Adjust Valve to Grade and Place Concrete Collar	2	EA	\$900.00	\$1,800.00		0.00		0.00	2.00	2.00	2.00	\$0.00	\$1,800.00
9	Adjust Manhole to Grade and Place Concrete Collar	1	EA	\$1,500.00	\$1,500.00		0.00		0.00	2.00	2.00	2.00	\$0.00	\$3,000.00
10	Remove Concrete Driveway and sidewalk	26	SF	\$5.30	\$3,847.80	619.00	619.00	255.00	874.00	1461.50	2335.50	2335.50	\$0.00	\$12,378.15
11	Furnish and install 4" Thick Concrete Sidewalk	1413	SF	\$6.70	\$6,800.50	665.20	665.20	967.95	1633.15	1633.15	1633.15	1633.15	\$0.00	\$10,942.11
12	Furnish and install 6" Thick Concrete Flatwork (Drive Approach and Driveway)	424	SF	\$10.00	\$4,240.00		0.00	290.00	290.00	1461.50	1751.50	1751.50	\$0.00	\$17,515.00
13	Furnish and install 24" Concrete Curb and Gutter	238	LF	\$35.20	\$8,025.60	202.00	202.00	312.00	514.00	514.00	514.00	514.00	\$0.00	\$18,092.80
14	Furnish and install Corner Pedestrian Ramp with Curb Wall	4	EA	\$3,497.00	\$13,988.00	2.00	2.00	3.00	5.00	5.00	5.00	5.00	\$0.00	\$17,485.00
15	Remove Concrete Waterway and Plug	77	SF	\$9.50	\$7,315.50	382.50	382.50	275.95	658.45	658.45	658.45	658.45	\$0.00	\$6,255.28
16	Furnish and install Concrete Waterway and Plug	77	SF	\$30.50	\$15,928.50	382.50	382.50	275.95	658.45	658.45	658.45	658.45	\$0.00	\$13,499.23
17	Relocate Existing Water Meter	2	EA	\$4,833.00	\$9,666.00	1.00	1.00	5.00	5.00	5.00	5.00	5.00	\$0.00	\$14,499.00
18	Relocate Existing Irrigation Water Meter	2	EA	\$3,016.30	\$6,032.60		0.00	5.00	5.00			5.00	\$0.00	\$15,052.00
19	Relocate Existing Irrigation Pipe	1	EA	\$2,071.20	\$2,071.20		0.00	0.00	0.00			0.00	\$0.00	\$0.00
20	Install Catch Basin	1	EA	\$4,629.00	\$4,629.00		0.00	1.00	1.00			1.00	\$0.00	\$4,629.00
21	Install 12" RCP Storm Drain Pipe	54	EA	\$166.60	\$8,996.40		0.00	145.00	145.00			145.00	\$0.00	\$24,157.00
22	Construct 12" RCP to Existing Storm Drain Manhole	1	EA	\$3,554.30	\$3,554.30		0.00	2.00	2.00			2.00	\$0.00	\$7,108.60
	Subtotal				\$180,753.00								\$0.00	\$448,284.21

21	Increase of class V 12" RCP from 54 LF to 143 LF at the base bid rate.	91	LF	\$166.60	\$15,160.60									
101	Initial SD test hole and preparation	1	LS	\$1,980.00	\$1,980.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	\$0.00	\$1,980.00
102	Potholes for new SD alignment at \$620 per hole.	3	Each	\$620.00	\$1,860.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	\$0.00	\$1,860.00
103	Remove Tree and Stump on Aft Property	1	LS	\$1,734.00	\$1,734.00		0.0	1.00	1.00	1.00	2.00	2.00	\$0.00	\$3,468.00
104	Remove Junipers on Corner lot	1	LS	\$2,150.00	\$2,150.00	1.00	1.0	1.00	1.00	1.00	1.00	1.00	\$0.00	\$2,150.00
	Subtotal				\$22,884.60								\$0.00	\$6,458.00

5	Increase Import, Place, Shape and Compact Untreated Road Base for 260' for 351 South Leader	350	CY	\$62.50	\$15,625.00									
6	Remove Import, Place, Shape, and Compact Asphalt Pavement from project scope as this will be performed by others	-81	TON	\$187.10	-\$15,155.10									
9	Increase Adjust Manhole to Grade and Place Concrete Collar for 1 for 351 South Leader	1	EA	\$1,500.00	\$1,500.00									
11	Increase Furnish and install 4" Thick Concrete Sidewalk by 325 SF for 351 South Leader	325	SF	\$6.70	\$2,177.50									
12	Increase Furnish and install 6" Thick Concrete Flatwork (Drive Approach and Driveway) by 54 SF for 351 South Leader	54	SF	\$10.00	\$540.00									
13	Increase Furnish and install 24" Concrete Curb and Gutter by 139 LF at the base bid rate for 351 South Leader	139	LF	\$35.20	\$4,892.80									
14	Increase Furnish and install Corner Pedestrian Ramp with Curb Wall for 1 Wall for 351 South Leader	1	EA	\$3,497.00	\$3,497.00									
17	Increase Relocate Existing Water Meter for 351 South Leader	1	EA	\$4,833.00	\$4,833.00									
18	Increase Relocate Existing Irrigation Water Meter for 351 South Leader	1	EA	\$3,016.30	\$3,016.30									
105	Furnish and install 472 SF of new Gravity Block retaining wall at \$39.50 per square foot on the existing for 351 South Leader	472	SF	\$39.50	\$18,644.00		0.0	472.00	472.00	472.00	472.00	472.00	\$0.00	\$18,644.00
106	Roadway and Wall Excavation for 351 South Leader at \$85/CY, using truck dumps this quantity to 327 CY for 351 South Leader	327	CY	\$85.00	\$27,795.00		0.0	327.00	327.00	327.00	327.00	327.00	\$0.00	\$27,795.00
107	Excavation for gas service lateral at a lump sum of \$1,650.00 for 351 South Leader	1	LS	\$1,650.00	\$1,650.00		0.0	1.00	1.00	1.00	1.00	1.00	\$0.00	\$1,650.00
109	Excavation for gas service lateral at a lump sum of \$450.00 for 351 South Leader	1	LS	\$450.00	\$450.00		0.0	1.00	1.00	1.00	1.00	1.00	\$0.00	\$450.00
	Subtotal				\$69,459.60								\$0.00	\$48,539.00

8	Increase Import, Place, Shape and Compact Untreated Road Base by 65.29 tons for 357 South Leader	65.29	CY	\$62.50	\$4,080.63									
10	Remove Concrete Driveway and sidewalk for 357 South Leader	1,461.50	SF	\$5.30	\$7,745.95									
12	Increase Furnish and install 6" Thick Concrete Flatwork (Drive Approach and Driveway) by 1,461.5 SF for 357 South Leader	1,461.50	SF	\$10.00	\$14,615.00									
108	Extra mobilization to cover extra meetings and equipment for additional work on the north 2 lots.	1.00	LS	\$3,690.00	\$3,690.00					1.00	1.00	1.00	\$0.00	\$3,690.00
109	Extra mobilization for extra additional work on the north 2 lots.	1.00	LS	\$3,400.00	\$3,400.00					1.00	1.00	1.00	\$0.00	\$3,400.00
110	Roadway and Wall Excavation for 357 South Leader at \$85/CY, using truck dumps this quantity to 120 CY for 351 South Leader	120.00	CY	\$85.00	\$10,200.00					120.00	120.00	120.00	\$0.00	\$10,200.00
111	Rock match and sod for 351 South	1.00	LS	\$1,900.00	\$1,900.00					1.00	1.00	1.00	\$0.00	\$1,900.00
112	Rock match for 351 South	1.00	LS	\$1,074.00	\$1,074.00					0.00	1.00	1.00	\$4,074.00	\$4,074.00
113	Gravel Sleeve and handoverlap on 357 S property.	1.00	LS	\$1,350.00	\$1,350.00					1.00	1.00	1.00	\$0.00	\$1,350.00
114	357 South retaining wall void rebar	1.00	LS	\$12,500.00	\$12,500.00					1.00	1.00	1.00	\$0.00	\$12,500.00
115	Furnish and install topsoil along north boundary of 351 south	1.00	LS	\$150.00	\$150.00					1.00	1.00	1.00	\$0.00	\$150.00
116	Furnish and install new sod for 351 south leader	1	LS	\$650.00	\$650.00					1.00	1.00	1.00	\$0.00	\$650.00
	Subtotal				\$64,355.58								\$4,074.00	\$97,914.00

201	Mobilization	1	LS	\$1,200.00	\$1,200.00					1.00	1.00	1.00	\$0.00	\$1,200.00
202	Traffic Control	1	LS	\$400.00	\$400.00					1.00	1.00	1.00	\$0.00	\$400.00
203	Roadway Excavation for asphalt	16	CY	\$85.00	\$1,360.00					8.00	8.00	8.00	\$0.00	\$335.00
204	Import, Place, Shape and Compact Untreated Road Base	100	TON	\$62.50	\$6,250.00					52.55	52.55	52.55	\$0.00	\$3,284.38
205	Remove Concrete Driveway and sidewalk	4,700	SF	\$5.30	\$24,910.00					2547.54	2547.54	618.00	\$9,275.20	\$16,777.36
206	Furnish and install 4" Thick Concrete Sidewalk	1,300	SF	\$6.70	\$8,710.00					920.00	920.00	780.00	\$1,876.00	\$8,046.00
207	Furnish and install 6" Thick Concrete Flatwork (Drive Approach and Driveway)	2,700	SF	\$10.00	\$27,000.00					919.54	919.54	919.54	\$0.00	\$9,195.40
208	Furnish and install 24" Concrete Curb and Gutter	400	LF	\$35.20	\$14,080.00					354.00	354.00	115.00	\$4,048.00	\$16,508.80
209	Furnish and install Corner Pedestrian Ramp with Curb Wall	2	EA	\$3,497.00	\$6,994.00					0.00	2.00	2.00	\$0.00	\$6,994.00
	Subtotal				\$87,904.00								\$16,448.40	\$63,394.94
	Total				\$425,357.68								\$16,448.40	\$63,394.94

TOTAL	\$20,522.40	\$407,830.14
AMOUNT RETAINED	\$0.00	\$0.00
RETAINAGE RELEASED	\$19,350.39	\$19,350.39
PREVIOUS RETAINAGE	-	\$19,350.39
PREVIOUS PAYMENTS	-	\$267,657.36
AMOUNT DUE	\$39,872.79	\$59,223.18

DOCUMENT 00990

CONTRACT CHANGE ORDER

Project: 1300 West Street and Utility Improvement Project
 Location: Contractor Owner
 Change Order No.: 4

Date: November 16, 2023

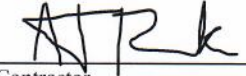
To: Newman Construction, Inc.

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

Item No.	Description of Changes, Quantities, Units, Unit Prices, Change in Completion Schedule, etc.	Decrease In Contract Price	Increase In Contract Price
1	Sidewalk Deduct 0.94 Pay Factor, 3100 SF @ -\$0.60/SF	\$2,100.00	
2	Dollar Value for Overruns		\$17,109.40
3	Dollar Value for Underruns	\$96,727.40	
	Change in contact price due to this Change Order:		
	Total Decrease	\$98,827.40	
	Total Increase		\$17,109.40
	Net increase (decrease)		-\$81,718.00

The sum of -\$81,718.00 is hereby added to, the total contract price and the total adjusted contract price to date thereby is \$2,336,482.45.

The time provided for completion in the contract is **Unchanged**.
 This document shall become an amendment to the contract & all provisions of the contract will apply hereto.

Accepted by:	 _____ Contractor	11/21/2023 _____ Date
Accepted by:	Brady Morris <small>Digitally signed by Brady Morris DN: cn=Brady Morris, o=Ensign Engineering, cn=Brady Morris Reason: I have reviewed this document Date: 2023.11.21 10:29:56-0700'</small> _____ Portfolio Investments	11/21/2023 _____ Date
Recommended by:	Caleb Joubert <small>Digitally signed by Caleb Joubert DN: E=calebj@horrocks.com, CN=Caleb Joubert, OU=PG, OU=Users, OU=Accounts, DC=horrocks, DC=local Date: 2023.11.21 12:42:06-0700'</small> _____ Resident Engineer	11/21/2023 _____ Date
Approved by:	_____ Owner	_____ Date

**PARTIAL PAYMENT ESTIMATE
NO. 8**

Name of Contractor: <i>Newman Construction, Inc.</i>		
Name of Owner: <i>Pleasant Grove City</i>		
Date of Completion:	Amount of Contract:	Dates of Estimate:
Original: 30-Jun-23	Original: \$2,295,171.25	From: 11-Oct-23
Revised: N/A	Revised: \$2,336,482.45	To: 16-Nov-23
Description of Job: <i>1300 West Street and Utility Improvement Project</i>		
Amount	This Period	Total To Date
Amount Earned	\$0.00	\$2,336,482.44
Retainage Being Held	\$0.00	\$0.00
Retainage Being Released	\$16,824.13	\$16,824.13
Previous Payments		\$2,319,658.31
Amount Due	\$16,824.13	\$16,824.13

Contractor's Construction Progress is **COMPLETE**

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

Recommended by: **Horrocks.**

Date: 11/16/2023

Caleb Joubert
Digitally signed by Caleb Joubert
 DN: E=calebj@horrocks.com,
 CN=Caleb Joubert, OU=PG,
 OU=Users, OU=Accounts,
 DC=horrocks, DC=local
 Date: 2023.11.21 12:32:23-0700'

Caleb Joubert, E.I.T.
 Project Manager

Accepted by: **Portfolio Investments**

Date: 11/21/2023

Brady Morris
Digitally signed by Brady Morris
 DN: C=US,
 E=brmorris@ensignutah.com, O=Ensign
 Engineering, CN=Brady Morris
 Reason: I have reviewed this document
 Date: 2023.11.21 10:31:08-0700'

Portfolio Investments
 Representative

Accepted by: **Newman Construction, Inc.**

Date: 11/21/2023


 Project Manager

Approved By: **Pleasant Grove City**

Date: _____

Guy Fugal
 Mayor

Budget Code _____ Staff Initial _____

PROJECT: 1300 West Street and Utility Improvement Project

PAY PERIOD: 8 Nov-23

ITEM NO.	NATURE OF WORK	CONTRACT ITEMS				QUANTITY		EARNINGS	
		Qty	Units	Unit Price	Bid Amt.	This Month	To Date	This Month	To Date
Base Bid A									
1	Mobilization	1.00	LS	\$85,200.00	\$85,200.00	0.00	1.00		\$85,200.00
2	Traffic Control	1.00	LS	\$28,200.00	\$28,200.00	0.00	1.00		\$28,200.00
3	Storm Water Pollution Prevention Plan	1.00	LS	\$10,800.00	\$10,800.00	0.00	1.00		\$10,800.00
4	3 Inch Water Lateral Pipe	75.00	LF	\$50.50	\$3,787.50	0.00	76.00		\$3,787.50
5	Water Service Connection	1.00	EA	\$30,600.00	\$30,600.00	0.00	1.00		\$30,600.00
6	48 Inch RCP Class V	942.00	LF	\$372.00	\$350,424.00	0.00	942.00		\$350,424.00
7	18 Inch RCP Class III	68.00	LF	\$16.90	\$1,148.20	0.00	69.00		\$1,148.20
8	15 Inch RCP Class III	116.00	LF	\$105.00	\$12,180.00	0.00	117.00		\$12,180.00
9	Curb Inlet Box	2.00	EA	\$4,700.00	\$9,400.00	0.00	2.00		\$9,400.00
10	3 x 3 Junction Box	2.00	EA	\$11,600.00	\$23,200.00	0.00	2.00		\$23,200.00
11	7 x 7 Junction Box	2.00	EA	\$12,820.00	\$25,640.00	0.00	2.00		\$25,640.00
12	84 Inch Storm Drain Manhole	2.00	EA	\$12,900.00	\$25,800.00	0.00	2.00		\$25,800.00
13	Connect to Existing Structure	2.00	EA	\$1,500.00	\$3,000.00	0.00	2.00		\$3,000.00
14	Removal of Existing Asphalt	1900.00	SY	\$5.00	\$9,500.00	0.00	1900.00		\$9,500.00
15	Adjust Manhole to Grade	2.00	EA	\$800.00	\$1,600.00	0.00	2.00		\$1,600.00
16	30 Inch Curb and Gutter	1175.00	LF	\$32.70	\$38,422.50	0.00	1185.00		\$38,422.50
17	24 Inch Curb and Gutter	43.00	LF	\$43.75	\$1,861.25	0.00	46.00		\$1,861.25
18	Roadway Excavation	1099.00	CY	\$36.00	\$39,564.00	0.00	1099.00		\$39,564.00
19	Granular Borrow	1640.00	TON	\$44.45	\$72,908.00	0.00	1640.00		\$72,908.00
20	2 Inch Stabilization Rock	50.00	TON	\$55.00	\$2,750.00	0.00	50.00		\$2,750.00
21	Untreated Base Course (8 Inch)	1220.00	CY	\$44.00	\$53,680.00	0.00	1220.00		\$53,680.00
22	Hot Mix Asphalt	910.00	TON	\$121.00	\$110,110.00	0.00	916.10		\$110,848.10
23	Pavement Marking and Striping	1.00	LS	\$14,850.00	\$14,850.00	0.00	1.00		\$14,850.00
24	Driveway Approaches (6 Inches Thick)	330.00	SF	\$12.45	\$4,109.50	0.00	336.00		\$4,109.50
25	6" PVC SDR35 Sewer Lateral	85.00	LF	\$127.50	\$10,837.50	0.00	86.00		\$10,837.50
26	Landscape Installation and Repair	1.00	EA	\$82.80	\$82.80	0.00	1.00		\$82.80
27	Landscape Cobble and Weed Barrier	1750.00	SF	\$5.785.00	\$10,113.75	0.00	1.00		\$10,113.75
28	Concrete Sidewalk 4 Inch Thick	3165.00	SF	\$31.00	\$98,065.00	0.00	3528.00		\$98,065.00
29	ADA Detectable Warning Device	1.00	EA	\$1,250.00	\$1,250.00	0.00	2.00		\$2,500.00
30	Fuel Costs (No Greater than 5% of Sum of the Bid Items 6-9, 15, 19-23)	1.00	LS	\$1.00	\$1.00	0.00	0.00		\$0.00
Base Bid B									
101	Mobilization	1.00	LS	\$58,535.00	\$58,535.00	0.00	1.00		\$58,535.00
102	Traffic Control	1.00	LS	\$28,200.00	\$28,200.00	0.00	1.00		\$28,200.00
103	Storm Water Pollution Prevention Plan	1.00	LS	\$5,660.00	\$5,660.00	0.00	1.00		\$5,660.00
104	8 Inch PVC C900 Water Pipe	335.00	LF	\$82.80	\$27,738.00	0.00	336.00		\$27,738.00
105	8 Inch Gate Valve	2.00	EA	\$9,470.00	\$18,940.00	0.00	2.00		\$18,940.00
106	8 Inch MJ w/ FL Adapter	1.00	EA	\$630.00	\$630.00	0.00	1.00		\$630.00
107	8 Inch FL Tee	1.00	EA	\$1,985.00	\$1,985.00	0.00	1.00		\$1,985.00
108	8 Inch MJ Cap	2.00	EA	\$900.00	\$1,800.00	0.00	2.00		\$1,800.00
109	8 Inch MJ Long Sleeve	1.00	EA	\$1,000.00	\$1,000.00	0.00	1.00		\$1,000.00
110	Install Trench Locking	1.00	EA	\$8,280.00	\$8,280.00	0.00	1.00		\$8,280.00
111	15 Inch RCP Class V	590.00	LF	\$94.25	\$55,607.50	0.00	590.00		\$55,607.50
112	18 Inch RCP Class V	30.00	LF	\$11.50	\$3,450.00	0.00	30.00		\$3,450.00
113	36 Inch RCP Class V	90.00	LF	\$230.50	\$20,745.00	0.00	90.00		\$20,745.00
114	36 Inch RCP Flared End Section with Flush Rack	2.00	EA	\$6,400.00	\$12,800.00	0.00	2.00		\$12,800.00
115	Curb Inlet Box	6.00	EA	\$4,900.00	\$29,400.00	0.00	6.00		\$29,400.00
116	3 x 3 Junction Box	1.00	EA	\$11,330.00	\$11,330.00	0.00	1.00		\$11,330.00
117	48" Storm Drain Manhole	4.00	EA	\$6,450.00	\$25,800.00	0.00	4.00		\$25,800.00
118	Removal of Existing Storm Drain Structure	1.00	EA	\$1,850.00	\$1,850.00	0.00	6.00		\$6,000.00
119	Open Ditch Grading	1.00	LS	\$3,530.00	\$3,530.00	0.00	1.00		\$3,530.00
120	Connect to Existing Structure	1.00	EA	\$1,000.00	\$1,000.00	0.00	0.00		\$0.00
121	Removal of Existing Curb and Gutter	295.00	LF	\$12.50	\$3,687.50	0.00	295.00		\$3,687.50
122	Removal of Existing Asphalt	1300.00	SY	\$5.25	\$6,825.00	0.00	1300.00		\$6,825.00
123	ADA Detectable Warning Device	4.00	EA	\$1,250.00	\$5,000.00	0.00	2.00		\$2,500.00
124	Adjust Valve Box to Grade	7.00	EA	\$560.00	\$3,920.00	0.00	8.00		\$4,480.00
125	Adjust Manhole to Grade	4.00	EA	\$500.00	\$2,000.00	0.00	3.00		\$1,500.00
126	30 Inch Curb and Gutter	1800.00	LF	\$32.70	\$58,860.00	0.00	1896.00		\$61,836.00
127	Concrete Sidewalk 4 Inch Thick	1815.00	SF	\$10.00	\$18,150.00	210.00	11470.00	\$2,100.00	\$19,250.00
128	Roadway Excavation	1050.00	CY	\$36.00	\$37,800.00	0.00	1050.00		\$37,800.00
129	Granular Borrow	2980.00	CY	\$41.45	\$123,521.00	0.00	2980.00		\$123,521.00
130	2 Inch Stabilization Rock	25.00	TON	\$55.00	\$1,375.00	0.00	25.00		\$1,375.00
131	Untreated Base Course (8 Inch)	1660.00	CY	\$44.00	\$73,040.00	0.00	1660.00		\$73,040.00
132	Hot Mix Asphalt (5 Inch)	1820.00	TON	\$121.00	\$220,220.00	0.00	1820.00		\$220,220.00
133	Pavement Marking and Striping	1.00	LS	\$7,500.00	\$7,500.00	0.00	1.00		\$7,500.00
134	Rip Rap	100.00	SF	\$10.25	\$1,025.00	0.00	100.00		\$1,025.00
135	Driveway Approach (8 Inches Thick)	140.00	SF	\$16.25	\$2,275.00	0.00	140.00		\$2,275.00
136	Fuel Costs (No Greater than 5% of Sum of the Bid Items 104, 111-113, 122, 129-132)	1.00	LS	\$1.00	\$1.00	0.00	0.00		\$0.00
Additive Alternate #1									
201	Mobilization	1.00	LS	\$5,700.00	\$5,700.00	0.00	1.00		\$5,700.00
202	Bypass Pumping	1.00	LS	\$30,500.00	\$30,500.00	0.00	1.00		\$30,500.00
203	2 Inch Stabilization Rock (Contingency Item)	600.00	TON	\$55.00	\$33,000.00	0.00	600.00		\$33,000.00
204	Inspect Backfill (Plan Quantity)	1500.00	TON	\$34.75	\$52,125.00	0.00	1500.00		\$52,125.00
205	24-inch PVC Pipe SDR35	601.00	LF	\$275.00	\$165,275.00	0.00	601.00		\$165,275.00
206	Clay Dam	3.00	EA	\$1,500.00	\$4,500.00	0.00	3.00		\$4,500.00
207	72-inch Manhole	1.00	EA	\$7,375.00	\$7,375.00	0.00	1.00		\$7,375.00
208	Remove and Replace 72-inch Manhole	1.00	EA	\$7,525.00	\$7,525.00	0.00	1.00		\$7,525.00
209	Modified 72-inch Manhole	1.00	EA	\$7,375.00	\$7,375.00	0.00	1.00		\$7,375.00
210	Fuel Costs (No Greater than 5% of Sum of the Bid Items 202-205)	1.00	LS	\$1.00	\$1.00	0.00	0.00		\$0.00
Subtotal					\$2,295,171.25			\$2,100.00	\$2,251,450.25
Change Order #1									
1	3 Inch Water Lateral Pipe Credit	75.00	LF	(\$40.00)	(\$3,000.00)	0.00	75.00		(\$3,000.00)
2	Water Service Connection Credit	1.00	EA	(\$30,600.00)	(\$30,600.00)	0.00	1.00		(\$30,600.00)
3	12 Inch Water Loop	3.00	EA	\$14,500.00	\$43,500.00	0.00	3.00		\$43,500.00
4	42 Inch RCP	40.00	LF	\$35.00	\$14,000.00	0.00	40.00		\$14,000.00
5	Remove Existing 42 Inch CMP	942.00	LF	\$38.00	\$35,916.00	0.00	942.00		\$35,916.00
6	Import Fill for 42 Inch CMP Removal	1910.00	TONS	\$19.00	\$36,290.00	0.00	536.00		\$10,184.00
7	Export Trench Spoils	1300.00	TONS	\$19.00	\$24,700.00	0.00	536.00		\$10,184.00
8	Pothole Utilities for Utility Conflict	7.00	EA	\$550.00	\$3,850.00	0.00	7.00		\$3,850.00
9	Cap Conduit Outside of Manhole	1.00	LS	\$1,000.00	\$1,000.00	0.00	1.00		\$1,000.00
Change Order #2									
1	24" ADS Installation	1.00	LS	\$3,759.27	\$3,759.27	0.00	1.00		\$3,759.27
2	Soil Spot Excavation and Removal	1.00	LS	\$5,899.50	\$5,899.50	0.00	1.00		\$5,899.50
3	Flowable Fill	1.00	LS	\$2,969.64	\$2,969.64	0.00	1.00		\$2,969.64
4	Landscape Cobble and Weed Barrier - Remove from Contract	1750.00	SF	(\$2.70)	(\$4,725.00)	0.00	0.00		\$0.00
5	Landscape Repair (Sod and Sprinklers)	1145.00	SF	\$8.00	\$9,160.00	0.00	1146.00		\$9,160.00
6	Irrigation Slices	60.00	LF	\$25.00	\$1,500.00	0.00	60.00		\$1,500.00
7	Asphalt Deduct 0.9 Pav Factor for Compaction (PD2)	1002.05	TON	(\$12.10)	(\$12,124.81)	0.00	1002.05		(\$12,124.81)
8	Asphalt Deduct 0.9 Pav Factor for Compaction (PD3)	628.76	TON	(\$11.00)	(\$6,916.36)	0.00	628.76		(\$6,916.36)
9	Asphalt Deduct 0.7 Pav Factor for Compaction (PD4)	813.85	TON	(\$36.00)	(\$29,500.00)	0.00	813.85		(\$29,500.00)
10	Additional Fill to Raise Road for Sufficient Cover for Water Line	499.00	CY	\$41.45	\$20,883.55	0.00	499.00		\$20,883.55
Change Order #3									
1	Utility Conflicts	1.00	LS	\$10,887.30	\$10,887.30	0.00	1.00		\$10,887.30
Change Order #4									
1	Sidewalk Deduct 0.94 Pav Factor for Low Breaks	3500.00	SF	(\$0.60)	(\$2,100.00)	3500.00	3500.00	(\$2,100.00)	(\$2,100.00)
2	Overrun and Underrun	1.00	LS	(\$79,618.00)	(\$79,618.00)	0.00	0.00		\$0.00

Total	\$2,336,482.45	TOTAL	\$0.00	\$2,336,482.44
		AMOUNT RETAINED	\$0.00	\$0.00
		RETAINAGE RELEASED	\$16,824.13	\$16,824.13
		PREVIOUS RETAINAGE		\$16,824.13
		PREVIOUS PAYMENTS		\$2,319,658.31
		AMOUNT DUE	\$16,824.13	\$16,824.13

**PARTIAL PAYMENT ESTIMATE
NO. 2**

Name of Contractor:	Holbrook Asphalt Co.	
Name of Owner:	Pleasant Grove City	
Date of Completion: Original: 9/9/2023 Revised: -	Amount of Contract: Original: \$605,412.73 Revised: \$ -	Dates of Estimate: From: 7/23/2021 To: 9/9/2023
Description of Job:	3-Year High Density Mineral Bond Contract (FY23)	
Amount	This Period	Total To Date
Amount Earned	\$545,725.87	\$545,725.87
Retainage Being Held	\$0.00	\$0.00
Retainage Being Released	\$0.00	\$0.00
Previous Payments	\$0.00	\$0.00
Amount Due	\$545,725.87	\$545,725.87

Contractor's Construction is complete for FY 2023

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: Pleasant Grove City Engineering

Date: 11/20/2023

Britten J. Hill 2023.11.20
16:26:45-07'00'

Accepted by: Holbrook Asphalt Co.

Date: 11/20/23



Approved by: Pleasant Grove City Mayor

Date: _____



Accounts Receivable
1545 E Commerce Dr
St. George UT 84790

Bill To

City of Pleasant Grove
Attn: Britton Tveten
323 West 700 South
Pleasant Grove UT 84062

Services Performed For
City of Pleasant Grove
Multiple Locations - See Maps
323 West 700 South
Pleasant Grove UT 84062

Invoice # HAU922925
Date 8/30/2023
PO/LD #

Terms
Due Upon Completion

Adviser Information
Aaron Eppley
Email: aaron@holbrookasphalt.com
Phone: 435-703-0023

Description
2023 HA5

Item	Qty	UM	Rate	Total
See Map				
HA5 Clean & prepare surface using high pressure air & wire bristle brooms. Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HA5 meets demands of High Density Mineral Bond Specification established by agency engineers.	1,954,259	SqFt	0.277	541,329.74
HA5 HAS Traffic Control- Temporary Traffic Control Devices Delivery, Setup, Takedown and Pickup Service of Temporary Traffic Control Devices		LS		3,127.13
HA5 Shuttle Service - HA5	3	Ea	423.00	1,269.00

Note

- (1) Traffic control will require 24 hour road closures. If additional closures/ methods are required, additional traffic control costs will be added.
- (2) Taxes are not included in this proposal. If required, the costs will be added to the project invoices.
- (3) Standard cleaning is included in the unit price. Items NOT considered to be Standard Cleaning include: heavy dirt, mud, construction or landscaping debris, and foreign material on the pavement surface. All non-standard cleaning requirements must be completed and approved by a Holbrook Asphalt representative prior to the start of project.

Total \$545,725.87

**PARTIAL PAYMENT ESTIMATE
NO. 3**

Name of Contractor:	<i>RB Construction & Concrete Inc.</i>	
Name of Owner:	<i>Pleasant Grove City</i>	
Date of Completion:	Amount of Contract:	Dates of Estimate:
Original: August 9, 2023	Original: \$333,440.00	From: July 7, 2023
Revised: na	Revised: na	To: September 12, 2023
Description of Job:	<i>300 East Waterline and Roadway Reconstruction</i>	
Amount	This Period	Total To Date
Amount Earned	\$0.00	\$329,789.28
Retainage Held	\$0.00	\$5,000.00
Retainage Being Released	\$5,000.00	\$5,000.00
Previous Payments	-	\$324,789.28
Amount Due	\$5,000.00	\$5,000.00

This project is COMPLETE

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

Recommended by: Pleasant Grove City Engineering

Date: 11/21/2023

Britta Jelle 2023.11.21
12:59:09-07'00'

Accepted by: RB Construction and Concrete Inc

Date: 11/21/2023

Matthew Cook
Digitally signed by Matthew Cook
DN: C=US, E=mat@rbconstruction.org, O=RB
Construction & Concrete Inc., CN=Matthew
Cook
Reason: I am approving this document
Date: 2023.11.21 10:07:13-07'00'

Approved by: Pleasant Grove City Mayor

Date: _____

R.B. Construction & Concrete, Inc.

946 E 800 N Ste C
PO Box 806
Spanish Fork, UT 84660

Invoice

Date	Invoice #
11/21/2023	2614

Bill To
Pleasant Grove City 70 S 100 E Pleasant Grove, UT 84062

Job Name
300 E Waterline 300 E 1100 N Pleasant Grove, UT 84062

P.O. No.	Terms
	Net 30

Description	Hours/Tons	Rate	Amount
Pay Request #3 See attached spreadsheet	1	5,000.00	5,000.00

Total		\$5,000.00
Payments/Credits		\$0.00
Balance Due		\$5,000.00

**PARTIAL PAYMENT ESTIMATE
No.4 - Final**

Name of Contractor: Fullmer Excavation		
Name of Owner: Pleasant Grove City		
Date of Completion:	Amount of Contract:	Dates of Estimate:
Original: 12-May-23	Original: \$174,015.85	From: 1-Jun-23
Revised: 12-May-23	Revised: \$234,095.85	To: 15-Nov-23

Description of Job: **2022 Battle Creek Park Sewer Project**

Amount	This Period	Total To Date
Amount Earned	\$37,144.55	\$251,579.05
Retainage Being Held	\$1,857.23	\$12,578.95
Retainage Being Released	\$12,578.95	\$12,578.95
Previous Payments		\$203,712.77
Amount Due	\$47,866.28	\$47,866.28

Contractor's Construction Progress is finished.

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

Recommended by Horrocks Engineers


Date: 11/27/2023



Jason Judd, P.E.
Project Engineer

Accepted by: **Fullmer Excavation**

Date: 11/28/23



Jason Fullmer
Project Manager

Approved By: **Pleasant Grove City**

Date: _____

Guy L. Fugal
Mayor

Budget Code _____ Staff Initial _____

ITEM NO.	NATURE OF WORK	CONTRACT ITEMS			QUANTITY		EARNINGS			
		Qty	Units	Unit Price	Bid Amt.	This Month	To Date	This Month	To Date	
1	Mobilization	1	LS	\$22,215.00	\$22,215.00	0.00	1.00		\$22,215.00	
2	4 inch HDPE Sewer Line	1170	LF	\$77.10	\$90,207.00	0.00	1170.00		\$90,207.00	
3	Two - 2 inch Fiber Conduit	1170	LF	\$7.25	\$8,482.50	0.00	1170.00		\$8,482.50	
4	Two - 2" Fiber Junction Box Conduit	200	LF	\$7.25	\$1,450.00	0.00	200.00		\$1,450.00	
5	8 inch DR.21 HDPE Casing	1	LS	\$12,500.00	\$12,500.00	0.00	1.00		\$12,500.00	
6	Junction Box	5	EA	\$785.00	\$3,925.00	0.00	5.00		\$3,925.00	
7	Water Connection Service	1	EA	\$2,855.00	\$2,855.00	0.00	0.00		\$0.00	
8	Unreated Base Course	24	CY	\$225.00	\$5,400.00	55.49	79.40	\$12,465.00	\$17,865.00	
9	4" Concrete	432	SF	\$10.55	\$4,557.60	380.00	380.00	\$4,009.00	\$4,009.00	
10	Remove and Replace Asphalt	20	Ton	\$340.00	\$6,800.00	24.77	44.77	\$8,421.80	\$15,221.80	
11	Bathroom Site	1	LS	\$6,750.00	\$6,750.00	0.50	1.00	\$3,375.00	\$6,750.00	
12	Bollard	11	EA	\$595.00	\$6,545.00	11.00	11.00	\$6,545.00	\$6,545.00	
13	3 inch Electrical Conduit and Conductors	45	LF	\$51.75	\$2,328.75	45.00	45.00	\$2,328.75	\$2,328.75	
Subtotal									\$37,144.55	\$191,498.05

CO#1	New 1.5" Water Line	1	LS	\$60,080.00	\$60,080.00	0.00	1.00		\$60,080.00	
Subtotal									\$0.00	\$60,080.00

Total									\$234,095.85	\$251,578.05
									\$1,857.23	\$12,578.95
									\$12,578.95	\$12,578.95
									\$10,721.73	\$203,712.77
									\$47,866.28	\$47,866.28

AMOUNT RETAINED	\$1,857.23	\$12,578.95
RETAINAGE RELEASED	\$12,578.95	\$12,578.95
PREVIOUS RETAINAGE		\$10,721.73
PREVIOUS PAYMENTS		\$203,712.77
AMOUNT DUE	\$47,866.28	\$47,866.28

**PARTIAL PAYMENT ESTIMATE
NO. 2**

Name of Contractor:			<i>Insitufrom Technologies, LLC</i>		
Name of Owner:			<i>Pleasant Grove City</i>		
Date of Completion:		Amount of Contract:		Dates of Estimate:	
Original: February 29, 2024		Original:	\$309,108.00	From: October 30, 2023	
Revised: na		Revised:	na	To: November 28, 2023	
Description of Job:			<i>FY 2022-23 Sewer Rehabilitation Project</i>		
Amount	This Period	Total To Date			
Amount Earned	\$62,943.50	\$253,126.50			
Retainage Held	\$3,147.18	\$12,656.33			
Retainage Being Released	\$0.00	\$0.00			
Previous Payments	-	\$180,673.85			
Amount Due	\$59,796.33	\$59,796.33			

This project is on schedule

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: Pleasant Grove City Engineering

Date: 11/29/2023 *Britta Jell* 2023.11.29
13:36:38-07'00'

Accepted by: Insitufrom Technologies, LLC

Date: 11.29.2023 *Eric Huss*

Approved by: Pleasant Grove City Mayor

Date: _____

Schedule of Values

PROJECT: FY 2022-23 Sewer Rehabilitation Project

PAY PERIOD:

1 PAY PERIOD:

2

11/28/2024

ITEM NO.	NATURE OF WORK	CONTRACT ITEMS				QUANTITY		QUANTITY		EARNINGS	
		Qty	Units	Unit Price	Bid Amt.	This Month	To Date	This Month	To Date	This Month	To Date
	BASE BID A										
1	Mobilization	1	Lump	\$2,705.00	\$2,705.00	0.50	0.50	0.50	0.50	\$0.00	\$1,952.50
2	8" Cipp Liner	4,760	LF	\$52.00	\$244,400.00	3516.75	3516.75	1172.25	4689.00	\$60,957.00	\$243,828.00
3	Reconnection of Sewer Lateral	83	EA	\$137.00	\$11,371.00	43.50	43.50	14.50	58.00	\$1,986.50	\$7,946.00
4	Cut Protruding Lateral	7	EA	\$433.00	\$3,031.00		0.00		0.00	\$0.00	\$0.00
5	Mobilization to Cut Protruding Lateral in Pipe w/o CIPP Lining	2	EA	\$2,705.00	\$5,410.00		0.00		0.00	\$0.00	\$0.00
6	Top Hat Lateral Repair	5	EA	\$4,219.00	\$21,095.00		0.00		0.00	\$0.00	\$0.00
7	Mobilization for Top Hat Lateral Repair in Pipe w/o CIPP Lining	3	EA	\$7,032.00	\$21,096.00		0.00		0.00	\$0.00	\$0.00
	Subtotal				\$309,108.00					\$62,943.50	\$253,126.50
	Total				\$309,108.00						

TOTAL	\$62,943.50	\$253,126.50
AMOUNT RETAINED	\$3,147.18	\$12,656.33
RETAINAGE RELEASED	\$0.00	\$0.00
PREVIOUS RETAINAGE	-	\$9,509.15
PREVIOUS PAYMENTS	-	\$180,673.85
AMOUNT DUE	\$59,796.33	\$59,796.33



TO: Pleasant Grove
Attn: Brian Tweten
323 West 700 South
Pleasant Grove, UT 84062

Insituform Technologies, LLC
9654 TITAN CT.
LITTLETON, CO 80125
303-791-7199
Remit Payment to:
PO Box 74008440
Chicago, IL 60674-8440

ESTIMATE # 2
INVOICE # 2
JOB # 172203
WORK DATE RAN: 10.28.2023 to 11.28.2023
INVOICE DATE 11.29.2023

PROJECT: FY2022-23 Pleasant Grove Sewer Rehabilitation Project

ITEM NO	DESCRIPTION	FINAL ANTICIPATED QUANTITIES			COMPLETED PRIOR PERIOD			COMPLETED TO-DATE			COMPLETED THIS PAY PERIOD					
		QUANTITY	UNIT PRICE	Amount	QUANTITY	%	AMOUNT	QUANTITY	%	AMOUNT	QUANTITY	%	AMOUNT			
1	Rehabilitation	1.00	LS	\$2,705.00	0.50	LS	50%	\$ 1,352.50	0.50	LS	50%	\$ 1,352.50	0.00	LS	0%	\$ -
2	12" CIPP Lining	4.00	LF	\$52.00	3,518.75	LF	75%	\$ 182,671.00	4,689.00	LF	100%	\$ 243,828.00	1,172.25	LF	25%	\$ 60,957.00
3	Reconstruction of Sewer Lateral	83.00	EA	\$137.00	43.50	EA	52%	\$ 5,959.50	58.00	EA	70%	\$ 7,946.00	14.50	EA	17%	\$ 1,986.50
4	Cast Polypropylene Lateral	7.00	EA	\$433.00	0.00	EA	0%	\$ -	0.00	EA	0%	\$ -	0.00	EA	0%	\$ -
5	Rehabilitation to Cast Polypropylene Lateral in Pipe W/O CIPP Lining	2.00	EA	\$2,705.00	0.00	EA	0%	\$ -	0.00	EA	0%	\$ -	0.00	EA	0%	\$ -
6	Top Hat Lateral Repair	1.00	EA	\$2,195.00	0.00	EA	0%	\$ -	0.00	EA	0%	\$ -	0.00	EA	0%	\$ -
7	Rehabilitation for Top Hat Lateral Repair in Pipe W/O CIPP Lining	3.00	EA	\$7,032.00	0.00	EA	0%	\$ -	0.00	EA	0%	\$ -	0.00	EA	0%	\$ -
TOTAL CONTRACT				\$ 309,108.00	EARNED PRIOR PERIOD			\$ 190,183.00	EARNED TO DATE			\$ 253,126.50	EARNED CURRENT PERIOD			\$ 62,943.50

Prior Period Gross	\$ 190,183.00	ETD Gross	\$ 253,126.50	Current Period Gross	\$ 62,943.50
Prior Period Retention	\$ 9,509.15	ETD Retention	\$ 12,656.33	Current Period Retention	\$ 3,147.18
Prior Period Open	\$ 160,673.85	ETD Open	\$ 240,470.18	Current Period Open	\$ 56,796.33

Customer Number Retention % 5%
AMOUNT DUE
THIS ESTIMATE: \$ 59,796.33

RESOLUTION NO. 2023 - 053

A RESOLUTION OF THE MAYOR AND MUNICIPAL COUNCIL SITTING AS THE BOARD OF CANVASSERS ACCEPTING ELECTION RETURNS AND DECLARING AND CERTIFYING THE RESULTS OF THE MUNICIPAL GENERAL ELECTION HELD ON NOVEMBER 21, 2023, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Municipal General Election was held on November 21, 2023; and

WHEREAS, pursuant to Section 20A-4-301 et seq. of the Utah State Code, the Municipal Council and Mayor constitute the Board of Municipal Canvassers for Pleasant Grove City and do hereby canvass the returns of the General Election; and

WHEREAS, on December 5, 2023, the Board held a duly noticed meeting to canvass the results of the General Election as required by State Code.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Pleasant Grove City, Utah, acting as the Board of Municipal Canvassers for Pleasant Grove City as follows:

SECTION 1:

The Board hereby certifies the results as shown by the Tabulation of Election Returns as supplied by the City Recorder as shown in Exhibit "A."

SECTION 2:

The Board hereby certifies that candidates: Cyd LeMone, Eric Jensen, and Steve Rogers had the highest number of votes and declares them elected as City Council Members for a 4-year term.

SECTION 3:

The Board hereby certifies that Proposition #14 establishing the Fiscal Year 2024 Property Tax Rate was rejected by the voters.

SECTION 4:

A certified report of the election results shall be prepared. Each nominated candidate shall receive a certificate of nomination. A report of the canvass will be published in a newspaper of general circulation and posted in a conspicuous place. A copy of the Canvass will be filed with the Office of Lieutenant Governor for the State of Utah, all in conformance with State Law.

This Resolution shall take effect immediately upon its passage.

APPROVED AND ADOPTED BY THE Board of Canvassers of Pleasant Grove City,
Utah County, Utah this 5th - ___ day of December, 2023.

Guy L. Fugal, Mayor

(SEAL)

Kathy T. Kresser, MMC
City Recorder

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	_____	_____	_____	_____
Brent Bullock	_____	_____	_____	_____
Eric Jensen	_____	_____	_____	_____
Cyd LeMone	_____	_____	_____	_____
Todd Williams	_____	_____	_____	_____

RESOLUTION NO. 2023-054

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR MUTUAL AID FOR FIRE, TRAINING, AND EMERGENCY MEDICAL SERVICES BETWEEN VARIOUS LOCAL GOVERNMENT AGENCIES IN UTAH COUNTY AND PLEASANT GROVE CITY TO PROVIDE FOR MUTUAL AID ASSISTANCE IN INSTANCES OF EMERGENCY.

WHEREAS, Each Party has or is an EMS department, fire department or fire district with equipment and personnel trained to provide fire protection, emergency medical services, and other services typically provided by EMS and/or fire departments; and

WHEREAS, the Parties to the Agreement are: American Fork City, Town of Cedar Fort, Elk Ridge City, Town of Genola, Town of Goshen, Lehi City, Lone Peak Fire District, Mapleton City, North Fork Special Services District, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Saratoga Springs City, Spanish Fork City, Springville City, Unified Fire Authority, Utah County, Woodland Hills City (collectively referred to as the “Parties” or individually as a “Party”); and

WHEREAS, Pleasant Grove City is municipal corporation and a political subdivision of the State of Utah; and

WHEREAS, Each Party desires to cooperate with and assist the others in times of emergency and in incidents requiring emergency medical response and to facilitate the training of personnel to increase the overall readiness in the entire geographic area; and

WHEREAS, The Parties wish to benefit all Parties and their constituents by entering into an Agreement that sets forth procedures regarding automatic aid, mutual aid, use of training facilities, rapid fire suppression, hazardous materials response, heavy rescue, technical rescue, special operations (i.e. fire investigation, canine etc.) and emergency medical services. The provision of these services is likely to take place both within and outside the normal geographical jurisdictional limits of each Party; and

WHEREAS, The Parties also want to expand their training opportunities by training jointly with one or more Parties or by offering or accepting the use of one or more Parties’ training facilities or instructors; and

WHEREAS, The Parties intend by this Agreement to assist each other whenever possible, while allowing each Party the sole discretion to determine when its personnel and/or equipment cannot be spared for assisting other Parties; and

WHEREAS, This Agreement will not supersede nor preclude any other agreements which are made or which will be made by any Party with any other Party except that it will be considered a replacement for the Fire/EMS Reciprocal Aid Agreement dated February 28, 1995.

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

SECTION 1.

The Mayor is hereby authorized to sign the MULTI-JURISDICTIONAL AUTOMATIC AID, MUTUAL AID, FIRE, TRAINING, EMERGENCY MEDICAL, AND OTHER SERVICES AGREEMENT between Participating Agencies and Pleasant Grove City for mutual aid assistance in case of an emergency situation which is attached hereto as Exhibit A.

SECTION 2:

This Resolution shall take effect immediately.

PASSED AND APPROVED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH, this 5th day of December, 2023.

Guy L. Fugal, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____

Second: Council Member _____

<u>ROLL CALL</u>	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>
Mayor Guy L. Fugal	_____	_____	_____
Dianna Andersen	_____	_____	_____
Brent Bullock	_____	_____	_____
Eric Jensen	_____	_____	_____
Cyd LeMone	_____	_____	_____
Todd Williams	_____	_____	_____

MULTI-JURISDICTIONAL AUTOMATIC AID, MUTUAL AID,
FIRE, TRAINING, EMERGENCY MEDICAL, AND
OTHER SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) is entered into effective as to each Party’s respective date of execution, by and among American Fork City, Town of Cedar Fort, Elk Ridge City, Town of Genola, Town of Goshen, Lehi City, Lone Peak Fire District, Mapleton City, North Fork Special Services District, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Saratoga Springs City, Spanish Fork City, Springville City, Unified Fire Authority, Utah County, Woodland Hills City (collectively referred to as the “Parties” or individually as a “Party”).

RECITALS

A. Each Party has or is an EMS department, fire department or fire district with equipment and personnel trained to provide fire protection, emergency medical services, and other services typically provided by EMS and/or fire departments.

B. Each Party desires to cooperate with and assist the others in times of emergency and in incidents requiring emergency medical response and to facilitate the training of personnel to increase the overall readiness in the entire geographic area.

C. The Parties wish to benefit all Parties and their constituents by entering into an Agreement that sets forth procedures regarding automatic aid, mutual aid, use of training facilities, rapid fire suppression, hazardous materials response, heavy rescue, technical rescue, special operations (i.e. fire investigation, canine etc.) and emergency medical services. The provision of these services is likely to take place both within and outside the normal geographical jurisdictional limits of each Party.

D. The Parties also want to expand their training opportunities by training jointly with one or more Parties or by offering or accepting the use of one or more Parties’ training facilities or instructors.

E. The Parties intend by this Agreement to assist each other whenever possible, while allowing each Party the sole discretion to determine when its personnel and/or equipment cannot be spared for assisting other Parties.

F. This Agreement will not supersede nor preclude any other agreements which are made or which will be made by any Party with any other Party except that it will be considered a replacement for the Fire/EMS Reciprocal Aid Agreement dated February 28, 1995.

NOW, THEREFORE, based upon the mutual promises and conditions contained herein, the Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to promote the health, safety, and welfare of the citizens of the Parties by providing for automatic and mutual aid and by authorizing all participating Parties to combine and share their collective capabilities and resources at the election of each jurisdiction. This Agreement is intended to be complementary and work in conjunction with any other interlocal or aid agreements between or among Parties to this Agreement. Services provided pursuant to this Agreement shall not be used to substitute for or supplement day-to-day full and continuing fire protection or EMS within a Party’s own geographic area of jurisdiction. In instances where the use of automatic or mutual aid becomes excessive, the EMS directors or Fire Chiefs will investigate ways to overcome the burden.

2. **CONSIDERATION.** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein, the sufficiency of which is acknowledged by the Parties by execution of this Agreement.

3. **SERVICE AREA.** The area to be served by this Agreement includes the collective service area of the Parties. By signing the Agreement, the governing body of each Party is hereby deemed to have approved the provision of aid beyond its boundaries, and any aid provided pursuant to this Agreement shall not require any further approval by the governing body of any Party.

4. **RESPONSE.** The Parties will each provide their available personnel and equipment to assist any other Party when dispatched pursuant to automatic aid or upon request by any other Party pursuant to mutual aid, provided that the responding Party shall have personnel and equipment reasonably available for use in its own jurisdiction, in the sole discretion of the responding Party. Except as provided in Section 15 below, no Party shall be considered an agent of another Party under this Agreement except pursuant to a separate explicit signed agreement to that effect.

- a. Automatic Aid: Automatic aid responses will be based upon the immediate operational capacity in the receiving jurisdiction and need to respond with the nearest available resources, and will generally be dispatched as a matter of routine by applicable dispatch centers or public safety answering points (PSAPs). The responding Party will provide personnel and equipment, to the extent that such personnel and equipment are reasonably available, in the responding Party's sole discretion, based upon established practices which include dispatching protocols that are set forth and informally agreed upon by each individual Party. Automatic aid will typically be provided at no cost to the requesting Party. However, if the incident involving automatic aid is one in which cost recovery from a third party is available, pursuant to federal, State, or local law, such as hazardous materials release, the Party in whose jurisdiction the incident occurs is strongly encouraged to invoice and collect recoverable costs. In the event a Party receives such funds, the collecting Party will proportionally distribute funds to additional Parties as applicable pursuant to the relative costs incurred during the response.
- b. Mutual Aid: Requests for mutual aid will typically be made at the Command level from one Party's EMS department, fire department or district to another for specific resources to deal with major incidents. Mutual aid will (absent special circumstances agreed upon at the time) be provided by responding parties without cost for the initial operational period of 12 hours. The reimbursement of costs for mutual aid beyond this initial operational period will be subject to and based upon an agreement between the requesting Party and responding Party established at the time of the request, a previously established agreement for cost allocation and/or reimbursement, or a responding Party may bill the receiving Party within 60 days of the end of the incident and the Parties will then determine the appropriate cost reimbursement. If the incident involving mutual aid is one in which cost recovery from a third party is available, such as hazardous materials release, the Party in whose jurisdiction the incident occurs is strongly encouraged to invoice and collect recoverable costs. In the event a Party receives such funds, the collecting Party will proportionally distribute funds to additional Parties as applicable pursuant to the relative costs incurred during the response. Nothing in this provision will preclude or supersede existing mechanisms for the provision of personnel and equipment for major incidents in programs such as fee-based wildland protection resources, FEMA Urban

Search & Rescue, State Urban Search & Rescue, EMAC, or others. Deployments pursuant to those programs will operate under the rules and requirements of those programs and not the mutual aid provisions of this Agreement. Temporary positioning and utilization of resources from one Party in another Party's jurisdiction to account for a lack of resources in that area due to the normally available assets being committed to an incident (often referred to as "move-ups") will be considered mutual aid under this Agreement. Mutual aid shall only be provided within the boundaries of the Requesting Party and shall not be provided to cover areas outside the boundaries of the Requesting Party even if the Requesting Party has an agreement to provide service to another party who is not signatory to this Agreement.

- c. Incident Management Team ("IMT"). A Party may request personnel for the establishment and staffing of an IMT for major or long-term incidents. Each Party agrees to use its best efforts to staff a request for an IMT by a Party using appropriate and qualified subject-matter experts based on the nature of the incident and the scope of the request. Providing staff for an IMT will be at the discretion of each Party. Staffing of an IMT will be at no cost to the receiving Party for the first 96 hours of the existence of the IMT. After such time, the requesting Party must establish a reimbursement arrangement with each responding Party for the continued staffing of the IMT. Each Party reserves the right to withdraw personnel from the IMT if they are needed for its own operations but should attempt to avoid disruption or adverse effects on the functioning of the IMT. Except as otherwise provided for in this subparagraph, personnel participating in such an IMT will be treated the same as operational personnel providing automatic or mutual aid as set forth in this Agreement.

5. INCIDENT COMMAND.

- a. Automatic Aid: The EMS department, fire department or district that first arrives to handle the initial response will assume Incident Command and will retain such command until relieved by an appropriate officer of the EMS department, fire department or district within whose jurisdiction the situation is located; thereafter, the appropriate relieving officer shall assume Incident Command. If the incident commander determines that there is still a need for additional assistance from the fire departments or districts of other Parties to this Agreement, the same dispatching procedure shall be used. With the exception of taking operational direction as part of incident command as provided for in this Agreement, for all other purposes the responding resources and personnel will be considered to be operating as part of the responding Party and not the Party receiving such automatic aid.
- b. Mutual Aid: The requesting Party's EMS department, fire department or district will initiate and maintain incident command consistent with ICS protocols. With the exception of taking operational direction as part of incident command as provided for in this Agreement, for all other purposes the responding resources and personnel will be considered to be operating as part of the responding Party and not the Party receiving such mutual aid.

6. TRANSPORT FEES. Consistent with Utah Administrative Rule 426-8-200, or successor provision, if a Party who is also a licensed ground ambulance provider (the "Transporting Party") transports a patient to a hospital and another Party's paramedic rides onboard the ambulance and provides advanced life support ("ALS"), the Transporting Party may bill the transported patient at the Paramedic

Ground Ambulance transport rate. The Parties may make separate agreements amongst themselves regarding the necessity and manner of payments between them for the provision of ALS transport personnel or the reimbursement or distribution of any funds received from third parties pursuant to this Paragraph.

7. TRAINING. If a Party to this Agreement (the “Offering Party”) provides other Parties to this Agreement (collectively the “Participating Parties”) with opportunities to participate in training exercises or to otherwise make use of the Offering Party’s training facilities, instructors, or other training resources (the “Training Opportunity”); then each Participating Party shall assume full responsibility for its respective agents, officials, or employees (collectively the “Trainees”) who participate in the Training Opportunity, as well as any additional equipment the Participating Party brings to the Training Opportunity, and shall indemnify, defend, and hold the Offering Party harmless from any and all damages or claims for damages that arise out of its or its Trainees’ participation in the Training Opportunity; furthermore, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials or employees. This duty to indemnify, defend and hold the Offering Party harmless includes costs or expenses in law or equity, including attorney’s fees.

8. EQUIPMENT. From time to time a Party may agree to lend equipment or an apparatus to another Party for its temporary use (not to exceed six months without further agreement). The borrowing Party will be responsible for the maintenance of and repair of damage to the equipment or apparatus while in its possession or use. Such obligation will not apply to major repairs that would ordinarily result from long-term use of the equipment or apparatus unless such damage is specifically attributable to the use or misuse by the borrowing Party. The borrowing Party will be responsible for maintaining sufficient property damage and liability coverage on all borrowed vehicles or apparatuses and its use of them will be subject to the indemnification provisions provided for in this Agreement.

9. RIGHT TO DECLINE REQUEST. Responses by a responding Party under this Agreement will be made only when the absence of fire or emergency medical personnel and/or equipment, in the sole discretion of the responding Party, will not jeopardize the fire or emergency medical services in the jurisdiction of the responding Party.

10. INSURANCE. Each Party is solely responsible for providing workers’ compensation and benefits for its own officials, employees, and volunteers who provide services under this Agreement to the extent required by law. Each Party will obtain insurance, become a member of a risk pool, or be self-insured to cover any liability and all costs of defense, including attorney’s fees, arising out of services rendered under this Agreement, including negligent acts or omissions to act and the civil rights violations of any person.

11. RESPONDERS RELEASED WHEN NOT REQUIRED OR NEEDED ELSEWHERE. Personnel and equipment from a responding Party will be released by the incident commander when the services of the responding Party are no longer required or upon notification that the personnel and equipment of the responding Party are needed within its own jurisdictional area.

12. GOVERNMENTAL IMMUNITY. The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the “Immunity Act”). The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. The Parties retain the same privileges and immunities from liability when responding to a request for assistance outside its jurisdictional area as it possesses in the

performance of its duties within its own territorial jurisdiction. All obligations imposed upon the Parties or their employees and volunteers by virtue of the execution of this agreement are considered within their current scope of employment with each Party.

13. INDEMNIFICATION. Subject to the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials or employees. Furthermore, each Party agrees to indemnify, defend, and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless, or intentional acts or omissions of its own officers, employees, and agents involved in providing services and equipment, or the use of such equipment, under the terms of this Agreement. This duty to indemnify, defend, and hold each other harmless includes costs or expenses in law or equity, including attorney's fees. The terms of this paragraph will survive the termination of this Agreement.

14. EFFECT OF DEATH OR INJURY WHILE WORKING OUTSIDE OF PARTY'S AREA. The death or injury of any Party's employees or volunteers working outside the territorial limits of the governmental entity (where he/she is a member of Party's fire department and on duty while that department is rendering services outside its jurisdictional limits pursuant to this Agreement) will be treated in the same manner as if he/she were killed or injured while that department was functioning within its own territorial limits, including for purposes of receiving benefits under the Utah Workers' Compensation Act. Each such death or injury shall be considered to have occurred in the line of duty.

15. TERM; EXECUTION; AGREEMENT TERMINATION. This Agreement will continue for a period of five (5) consecutive years from the effective date, and the effective date will be considered January 1, 2024. Upon its execution by a Party, that Party will become a participant in and subject to the Agreement with all other Parties who have executed the Agreement and circulated their signature pages. The failure of any one Party to execute the Agreement will not invalidate the Agreement as to those Parties who have executed it. Furthermore, each Party reserves the right to terminate its participation under this Agreement for any reason, in its sole discretion, prior to the expiration date by giving thirty (30) days prior written notice of such termination to each of the other Parties. At the end of the initial five (5) year term, the Parties agree to review this Agreement to determine if it continues to meet their needs and its purpose. If no changes are needed and the Parties do not take any action to rescind or amend this Agreement, it will automatically renew for an additional five (5) year term.

16. ADDITIONAL PARTIES. Approval of the governing bodies of the current parties to the Agreement is not required for acceptance of any requesting entity to be an additional party to this Agreement. Any county or municipality, which has its own EMS department, fire department, or any fire district, or other governmental entity, may become a Party to this Agreement. An entity wishing to become a Party must make a formal request, in writing, to become a Party by sending such request to the Fire Chief of each Party. If no EMS director or fire chief objects, in writing sent to the requesting entity (and circulated to the other Parties), within sixty (60) days of the request, the entity may execute a counterpart of this Agreement and send it to the other Parties. Upon such execution, the new Party will be bound by the terms and conditions of this Agreement. If any EMS director or fire chief objects, a majority of current Parties, by and through their respective EMS director or fire chief, may agree to accept the requesting entity as a Party to this Agreement, subject to approval by the requesting entity's governing body and execution of this Agreement.

17. LAWS OF UTAH. It is understood and agreed by the Parties that this Agreement will be governed by the laws of the State of Utah, both as to interpretation and performance. The forum for the

resolution of any legal disputes that arise under this Agreement will be located in the Fourth Judicial District, State of Utah

18. SEVERABILITY OF PROVISIONS. If any provision of this Agreement is held invalid or unconstitutional, the remainder will be held valid and shall be in force.

19. THIRD-PARTIES. This Agreement is not intended and should not be construed to benefit persons or other entities either not named as a Party herein or subsequently added as a Party pursuant to its provisions.

20. TITLES AND CAPTIONS. The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this Agreement.

21. NON ASSIGNABILITY. No Party shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement, without written consent of each of the other Parties.

22. NOTICES. Except for “dispatching services” all notices and other communications provided for in this Agreement shall be in writing and will be sufficient for all purposes if: (a) sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, and (concurrently) sent by first class mail to the Party and to the Party’s legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail addressed to the Party at the address the party may designate, return receipt requested. Each Party has set forth in their respective execution page, which page shall utilize a form substantially similar to Exhibit A, their respective contact information, and such contact information will be applicable until modified in writing.

23. EXECUTION. Each Party agrees that each Party must execute this Agreement by signing, acknowledging, and have their respective Attorney approve this Agreement as to legality and form, through an execution page that utilizes a format substantially similar to the attached Exhibit “A”. Upon such execution of the Agreement, each Party will provide all other Parties with an original execution page.

24. ENTIRE AGREEMENT; NO WAIVER. Except for other agreements as specifically provided for in this Agreement, this Agreement represents the entire agreement among the Parties relating to its subject matter. This Agreement alone fully and completely expresses the agreement of the Parties relating to its subject matter. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as specifically provided for in this Agreement. This Agreement may not be amended or modified, except by a written agreement signed by all Parties. No failure by any Party at any time to give notice of any breach by another Party of, or to require compliance with, any condition or provision of this Agreement will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

25. The Parties hereto have executed this Agreement as of the date indicated on each Party’s execution page.

[signature pages attached after this page]

MULTI-JURISDICTIONAL MUTUAL AID,
FIRE, AND EMERGENCY MEDICAL SERVICES
AGREEMENT

EXHIBIT “A”

AMERICAN FORK CITY

Agreed this ____ day of _____, 2023 for American Fork City Corporation

AMERICAN FORK CITY
CORPORATION

By: Brad Frost
American Fork City Mayor

ATTEST AND COUNTERSIGN:

City Recorder Recordation Date

APPROVED AS TO FORM
American Fork City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR AMERICAN FORK FIRE & RESCUE:

LONE PEAK FIRE DISTRICT

Agreed this ____ day of _____, 2023 for Lone Peak Fire District.

LONE PEAK FIRE DISTRICT

By: Brian Patten
Fire Chief

APPROVED AS TO FORM
Lone Peak Fire District Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR LONE PEAK FIRE DISTRICT:

TOWN OF CEDAR FORT

Agreed this ___ day of _____, 2023 for the Town of Cedar Fort.

By: Wyatt Cook
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Town of Cedar Fort Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR CEDAR FORT FIRE DEPARTMENT

ELK RIDGE CITY

Agreed this ____ day of _____, 2023 for Elk Ridge City.

By: Robert Haddock
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Elk Ridge City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR ELK RIDGE FIRE DEPARTMENT:

TOWN OF GENOLA

Agreed this ____ day of _____, 2023 for the Town of Genola.

By: Marty Larson
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Town of Genola Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR GENOLA FIRE DEPARTMENT

TOWN OF GOSHEN

Agreed this ____ day of _____, 2023 for the Town of Goshen.

By: Steven Staheli
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Town of Goshen Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR GOSHEN FIRE DEPARTMENT

LEHI CITY

Agreed this ____ day of _____, 2023 for Lehi City.

LEHI CITY

By: Mark Johnson
Lehi City Mayor

ATTEST AND COUNTERSIGN:

City Recorder Recordation Date

APPROVED AS TO FORM
Lehi City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR LEHI FIRE DEPARTMENT:

MAPLETON CITY

Agreed this ____ day of _____, 2023 for Mapleton City.

MAPLETON CITY

By: Dallas Hakes
Mapleton City Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Mapleton City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR MAPLETON FIRE & RESCUE:

NORTH FORK SPECIAL SERVICES DISTRICT

Agreed this ____ day of _____, 2023 for Mapleton City.

NORTH FORK SPECIAL
SERVICES DISTRICT

By:
Title:

ATTEST AND COUNTERSIGN:

District Recorder Recordation Date

APPROVED AS TO FORM

Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR NORTH FORK FIRE DEPARTMENT:

OREM CITY

Agreed this ____ day of _____, 2023 for Orem City.

OREM CITY

By: David Young
Orem City Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Orem City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR OREM CITY:

PAYSON CITY

Agreed this ____ day of _____, 2023 for Payson City.

PAYSON CITY

By: William Wright
Payson City Mayor

ATTEST AND COUNTERSIGN:

City Recorder Recordation Date

APPROVED AS TO FORM
Payson City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR PAYSON FIRE & RESCUE:

PLEASANT GROVE CITY

Agreed this ____ day of _____, 2023 for Pleasant Grove City.

PLEASANT GROVE CITY

By: Guy Fugal
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Payson City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR PLEASANT GROVE FIRE DEPARTMENT:

PROVO CITY

Agreed this ____ day of _____, 2023 for Provo City.

PROVO CITY

By: Michelle Kaufusi
Provo City Mayor

ATTEST AND COUNTERSIGN:

City Recorder Recordation Date

APPROVED AS TO FORM
Provo City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR PROVO FIRE DEPARTMENT:

SALEM CITY

Agreed this ____ day of _____, 2023 for Salem City.

SALEM CITY

By: Kurt Christensen
Salem City Mayor

ATTEST AND COUNTERSIGN:

City Recorder Recordation Date

APPROVED AS TO FORM
Salem City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR SALEM FIRE AND AMBULANCE DEPARTMENT(S):

SANTAQUIN CITY

Agreed this ____ day of _____, 2023 for Santaquin City.

SANTAQUIN CITY

By: Dan Olsen
Santaquin City Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Santaquin City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR SANTAQUIN FIRE & EMS:

SARATOGA SPRINGS CITY

Agreed this ____ day of _____, 2023 for Saratoga Springs City.

SARATOGA SPRINGS CITY

By: Jim Miller
Saratoga Springs City Mayor

ATTEST AND COUNTERSIGN:

City Recorder Recordation Date

APPROVED AS TO FORM
Saratoga Springs City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR SARATOGA SPRINGS FIRE & RESCUE:

SPANISH FORK CITY

Agreed this ____ day of _____, 2023 for Spanish Fork City.

SPANISH FORK CITY

By: Mike Mendenhall
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Spanish Fork City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR SPANISH FORK FIRE & EMS:

Eddie Hales | Chief
370 N. Main St.
Spanish Fork, UT 84660
801-804-4703

SPRINGVILLE CITY

Agreed this ____ day of _____, 2023 for Springville City.

SPRINGVILLE CITY

By: Matthew Packard
Mayor

ATTEST AND COUNTERSIGN:

City Recorder Recordation Date

APPROVED AS TO FORM
Springville City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR SPRINGVILLE FIRE DEPARTMENT:

UNIFIED FIRE AUTHORITY

Agreed this ____ day of _____, 2023 for Unified Fire Authority.

UNIFIED FIRE AUTHORITY

By:
Title:

ATTEST AND COUNTERSIGN:

Unified Fire Authority Recordation Date

APPROVED AS TO FORM
Unified Fire Authority Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR UNIFIED FIRE AUTHORITY:

UTAH COUNTY

Agreed this ____ day of _____, 2023 for Utah County.

UTAH COUNTY

By:
Title:

ATTEST AND COUNTERSIGN:

County Recorder Recordation Date

APPROVED AS TO FORM
Utah County Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR UTAH COUNTY FIRE DEPARTMENT:

WOODLAND HILLS

Agreed this ___ day of _____, 2023 for Woodland Hills.

WOODLAND HILLS.

By: Brent Winder
Mayor

ATTEST AND COUNTERSIGN:

City Recorder Recordation Date

APPROVED AS TO FORM
Woodland Hills Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR WOODLAND HILLS FIRE AND AMBULANCE
DEPARTMENT(S):

RESOLUTION NO. 2023 – 055

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN MOUNTAINLAND ASSOCIATION OF GOVERNMENTS (MAG) AND PLEASANT GROVE CITY FOR A PROJECT KNOWN AS “2600 NORTH ROADWAY WIDENING AND RECONSTRUCTION” AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties, interlocal agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, the Program Manager and the Project Sponsor desire to facilitate the construction of a roadway project known as **2600 NORTH ROADWAY WIDENING AND RECONSTRUCTION (Approved Project)** which consists of widening and reconstruction an existing road way; and

WHEREAS, the Project Sponsor held duly noticed public meetings wherein this Agreement was considered and an Authorizing Resolution was presented for approval by the respective legislative bodies; and

WHEREAS, the City Council finds that this project is in the best interest of and will be of benefit to the citizens of Pleasant Grove City.

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

SECTION 1.

The Mayor is hereby authorized to sign the Interlocal Cooperation Agreement between Mountainland Association of Governments and Pleasant Grove City for the 2600 North Roadway Widening and Reconstruction Project which is attached hereto as Exhibit A.

SECTION 2:

This Resolution shall take effect immediately.

PASSED AND APPROVED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH, this 5th day of December, 2023.

Guy L. Fugal, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____

Second: Council Member _____

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

Agreement No. 2023-

INTER-LOCAL COOPERATION AGREEMENT
between
MOUNTAINLAND ASSOCIATION OF GOVERNMENTS and
PLEASANT GROVE CITY

For A Project Known As

2600 NORTH ROADWAY WIDENING AND RECONSTRUCTION

THIS AGREEMENT, made and entered into this 5 day of December 2023, by and between **MOUNTAINLAND ASSOCIATION OF GOVERNMENTS (Program Manager)**, an inter-local agency of the State of Utah, with principle offices located at 586 East 800 North, Orem UT and **PLEASANT GROVE CITY (Project Sponsor)**, a political subdivision of the State of Utah, with principle offices located at 70 South 100 East Pleasant Grove, Utah 84062.

RECITALS:

WHEREAS, the Utah Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties, inter-local agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, the Program Manager and the Project Sponsor desire to facilitate the construction of a roadway project known as **2600 NORTH ROADWAY WIDENING AND RECONSTRUCTION (Approved Project)** which consists of widening and reconstruction an existing road way; and

WHEREAS, the Project Sponsor held duly noticed public meetings wherein this Agreement was considered and an Authorizing Resolution was presented for approval by the respective legislative bodies.

WHEREAS, the Program Manager approved this Agreement by the commission or officer

vested with the executive power.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Program Manager and the Project Sponsor hereby agree as follows:

Section 1. PURPOSES.

This Agreement has been established and entered into between the Program Manager and the Project Sponsor for the purpose of outlining the respective rights and responsibilities of the Program Manager and the Project Sponsor in the construction of the Approved Project.

Section 2. ADMINISTRATION OF AGREEMENT.

The parties hereto agree that pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, the Mountainland Association of Governments TIP Projects Manager shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Mountainland Financial Manager/Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times.

Section 3. MULTIPLE JURISDICTIONS.

If a project is within multiple jurisdictions and/or agencies, one jurisdiction or agency will enter into this interlocal agreement and interface with the Program Manager as the Project Sponsor. Multiple jurisdictions and/or agencies interactions will be outlined within a separate interlocal agreement between said jurisdictions and/or agencies. This agreement shall be referenced in this agreement as an Exhibit.

Section 4. EFFECTIVE DATE; DURATION.

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of the Program Manager and the Project Sponsor. The term of this Agreement shall be from the date of execution hereof until the terms and obligations identified herein are completed, but in no event, longer than 3 years from the execution date.

Section 5. NO SEPARATE LEGAL ENTITY.

The Program Manager and the Project Sponsor do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.

Section 6. TERMS.

- 1) **Project Scope** – The Work of this project consists of widening and reconstruction of the existing roadway of 2600 N from 1450 W to 180 West, installation of curb and gutter and sidewalk, installation of storm drain and a culvert extension, and property connections.
- 2) **Project Initiation** - The Project Sponsor will designate a qualified project engineer from its staff or hire a project engineer from the Project Sponsors consultant pool or the prequalified UDOT pool, who will be responsible for project delivery. The designated project engineer will be responsible for the completion of the project.
- 3) **Project Development** - The Project Sponsor and the designated project engineer will design, acquire the necessary ROW, bid out and manage the construction of the Approved Project.
 - a) **Design Standard** - The design and construction of the Approved Project will meet or exceed Pleasant Grove City standards.
 - b) **Environmental Work** - The Project Sponsor will acquire the appropriate clearances and permits through the design process. The Project Sponsor can follow their own adopted environmental process or follow the Recommended Environmental Guidance / Mountainland & Utah County Programmed Projects document (including designating with the Program Manager the type of environmental work to be completed). The Project Sponsor must follow any National Environmental Policy Act (NEPA) requirements required (Endangered Species Act, Clean Water Act, etc.).
 - c) **Design Work** - The Project Sponsor will involve the Program Manager at the following design milestones:
 - (1) Kickoff Meeting,
 - (2) 30% Scope and Schedule Review,

(3) 60% On Site Plan Review,

(4) 90% Plans, Specifications and Estimate,

- d) **Final Design Approval** - Once project design is complete the Project Sponsor will review the final design with the Program Manager. Both parties shall agree that the project is ready for the construction phase.
 - e) **ROW Acquisition** - The Project Sponsor will be responsible for acquiring all necessary ROW adhering to state and local laws. The Project Sponsor can follow their own adopted ROW acquisition process or follow the Recommended Right of Way Acquisition Guidance / Mountainland & Utah County Programmed Projects guidance document.
 - f) **Procurement** - Advertising of the Approved Project will follow the Project Sponsors established procurement policies. All construction bids will include a 10% construction contingency. The Project Sponsor will provide a copy of the notice of award to the Program Manager.
- 4) **Project Signage/Contact Info** - It is recommended that the Project Sponsor install signage informing the public of the following:
- a) Project name.
 - b) Project description.
 - c) Start and completion dates (general).
 - d) Contact name, phone number, website address, email.
 - e) Use the sentence "This project funded with Mountainland Transportation Funding".
 - f) List project sponsors and their logos (Project Sponsor, Mountainland, Utah County).
 - g) Generally, one sign at each access point to the project shall be installed.
 - h) Signs should be at least 4' x 6', or large enough for passing motorists to read.
 - i) Signs should be installed prior to construction and stay in place through construction.
- 5) **Construction Process** - The Project Sponsor will manage the construction process.
- a) The Program Manager will be notified of any changes that affect the scope of the project or costs that exceed the construction contingency.
- 6) **Project Completion** - Program Manager staff will be notified and allowed to attend the final inspection of the completed project.

- 7) **Project Hold** - The Program Manager has the authority to place a project on hold during the Project Development process or withhold reimbursement of invoices during the Construction Process if the Program Manager deems that the project is not within the Approved Project scope or budget. The Program Manager shall notify the Project Sponsor of the hold in writing and will work with the Project Sponsor to rectify the issues promptly. If the Project Sponsor and Program Manager cannot bring the Approved Project back into scope or if additional funding is needed above what the Program Manager or the Project Sponsor can provide, the issues will be brought to the Mountainland MPO committees for their review, recommendations, and approvals.

- 8) **Total Project Cost** - Both the Program Manager and Project Sponsor acknowledge that the Approved Project has been authorized by the Mountainland MPO Regional Planning Committee (Utah County Commission must also approve if county funds are used) to be funded at an amount not to exceed \$7,538,924.00 (Total Project Cost) for the direct costs of the Approved Project.
 - a) **Matching Funds** - The Project Sponsor is required to pay a match or portion of the Total Project Cost. This amount is 6.77% of the Total Project Cost equaling \$510,385

 - b) **Multi-Year Funding** - Some projects have funding available across multiple fiscal years. Reimbursement for approved project activities can only be made up to the available amount identified in a fiscal year. Any balance from a prior year where funds have not been expended are advanced to the next fiscal year and are added to the funds available that fiscal year. Fiscal years for MAG Exchange funds begin each year on October 1st and for County Transportation Sales Tax Funds on January 1st. The Approved Project has \$5,252,693 in 2023, \$1,775,846 in 2024.

 - c) **Funding Availability** - MAG Exchange funds are distributed to the MPO generally in October each year. The exchange process requires that MPO federal funds be exchanged with UDOT for state funds. The federal funds are made available by congress, the release of funds can fluctuate yearly. County Transportation Sales Tax funds are generally available each January and are generated by sale tax revenue which can fluctuate with the economy. MAG will not reimburse expenses on an Approved Project unless funding is made available by UDOT and Utah County. This could require a project to be placed on hold or that the sponsor advance their own funds toward the project with reimbursement to be made once funding is available.

 - d) **Reimbursement** - The Project Sponsor, if desiring reimbursement for the direct costs of

the Approved Project, will provide the Program Manager with one monthly itemized invoice detailing actual costs for the ROW acquisition, design, utility relocation, construction, or other approved elements of the project. Appropriate backup materials shall also be supplied. The Program Manager agrees to reimburse the Project Sponsor within 30 days of receiving acceptable itemized invoices establishing the validity of the direct costs of the Approved Project. The maximum amount of reimbursement from the Program Manager to the Project Sponsor shall not exceed \$7,028,538 (Total Project Cost less Matching Funds). Any costs which exceed \$7,028,538 shall be the sole responsibility of the Project Sponsor. The Program Manager will review and approve monthly each itemized invoice and will reimburse the total invoice amount less the required matching funds.

- e) **Cost Overruns** - The Program Manager maintains an account for cost overruns. The Project Sponsor may request additional funds above the approved Total Project Cost with supporting documentation demonstrating the need for additional funds. The Program Manager may approve up to 10% of the Total Project Cost up to a maximum of \$500,000. The MPO Regional Planning Committee can approve higher amounts (Utah County Commission must also approve if county funds are used). The addition of these contingency funds would require a modification to this agreement. If no additional funds are awarded or the project still requires additional funds, the Project Sponsor will be responsible to fund the overrun.
 - f) **Surplus Funds** - Any surplus funds remaining after the completion of the Approved Project will be returned to the Mountainland or Utah County fund balance to be reallocated to other projects selected through the MPO project selection process. Note that Mountainland and Utah County selects and funds projects, not sponsors. Surplus funds cannot be moved to a new project not already approved through the MPO project selection process. Any surplus funds paid by the Project Sponsor shall be returned to the Project Sponsor.
- 9) **Ownership and Maintenance of Approved Project** - The Project Sponsor shall own and be responsible for maintenance, repair and replacement of the completed project.
- 10) **Inspection of Approved Project** - The Program Manager and its designees, upon reasonable notice, reserve the right to enter upon the Approved Project to inspect the same to verify compliance with this Agreement.

11) **Other Expenses** - Except as otherwise expressly stated herein, all expenses not identified as a part of the Approved Project or executed prior to the Agreement shall be the sole responsibility of the Project Sponsor.

12) **No Third-Party Rights** - The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Project Sponsor and Program Manager. This Agreement is not intended to nor shall it be construed to benefit any third party.

13) **Recitals** - The Recitals portion of this Agreement constitutes a part of this Agreement.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Agreement shall be placed on file with the official keeper of records of the Program Manager and the Project Sponsor, and shall remain on file for public inspection during the term of this Agreement.

Section 8. AMENDMENTS.

1) **Amending this Agreement** - This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be one of the following: (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, and (c) filed in the official records of each party.

2) **Change Orders** - Changes can occur throughout a project. Changes that are outside the scope outlined in this contract must be amended as stated above. Minor changes and adjustments that fall within the original project scope can be addressed with a change order. A change order does not require amending this agreement. A change order is defined as that additional effort necessary by reason of changed conditions which are radical, unforeseen, and completely beyond the control of the Project Sponsor. The Project Sponsor shall create the change order and keep records of them. Any additional costs incurred can be covered by the construction contingency or by added local funding and should be addressed in the change order. If additional costs are more than the construction contingency and available local funds, the Project Sponsor shall contact the Program Manager to review funding options.

Section 9. EXTRA WORK

Extra work shall be undertaken only when previously authorized in writing by the Program Manager and is defined as additional work which is neither shown nor defined in this Agreement. Extra work includes additional improvements adjacent to the Approved Project or in other locations that the Project Sponsor desires to complete as a package of projects. Extra work can be for utility projects, facilities that tie into the Approved Project, project betterments, or other work desired by the Project Sponsor. No costs incurred by extra work can be billed to the Approved Project. Any invoices submitted by the Project Sponsor shall clearly detail costs incurred by the Approved Project and list separately costs incurred by the extra work. This agreement shall be referenced in this agreement as an Exhibit.

Section 10. ~~OBJ~~ SEVERABILITY.

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law, which would render any of the terms of this Agreement unenforceable.

Section 11. GOVERNING LAW.

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 12. INDEMNIFICATION.

The Project Sponsor shall indemnify and hold the Program Manager harmless from any and all claims of liability for any injury or damage to any person or property whatsoever occurring in, on or about the Approved Project or any part thereof. The Project Sponsor shall further indemnify and hold the Program Manager harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the Project Sponsor's part to be performed under the terms of this Agreement, or arising from any act or negligence of the Project Sponsor, or any of the Project Sponsor's agents, employees, contractors, subcontractors, or invitees and from and against all costs, reasonable attorney's fees, expenses and liabilities

incurred in the defense of any such claim or any action or proceeding brought thereon. Both the Project Sponsor and Program Manager agree that the terms of this Agreement are subject to, and not a waiver of, the protections, immunities and liability limits of the Governmental Immunity Act, U.C.A. 63G-1-101, et. seq. The Project Sponsor's obligations under this provision shall survive the expiration or other termination of this Agreement.

Section 13. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

MOUNTAINLAND ASSOCIATION OF GOVERNMENTS

Authorized and passed on this 27 day of November 2023,

GOVERNMENTS

MOUNTAINLAND ASSOCIATION OF

UTAH COUNTY, UTAH

DocuSigned by:

Michelle Carroll

021F21882D8847D...

Michelle Carroll

ATTEST:

DocuSigned by:

April Sandberg

B2C21D0B93804A2...

April Sandberg

DocuSigned by:

LaNiece Davenport

05B10D2854714C9...

LaNiece Davenport

DocuSigned by:

Robert Allen

07905CA991C9409...

Robert Allen

PLEASANT GROVE CITY

Authorized and passed on this 5 day of December 2023,

PLEASANT GROVE CITY
UTAH COUNTY, UTAH

Guy Fugal, Mayor

ATTEST:

City Recorder

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE
LAW:

By: _____
City Attorney

RESOLUTION NO. 2023- 056

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO SIGN A LEASE AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT) TO ALLOW CITY TO CONSTRUCT STORM WATER DRAINAGE FACILITIES IN THE AREA OF 2000 WEST AND 400 NORTH, LINDON, UTAH COUNTY, UTAH, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pleasant Grove City is in the process of constructing a large storm drain project known as “the pipe to the Lake;” and

WHEREAS, City needs to utilize a portion of parcels # 14:060:0075 and 14:060:0064 to construct a portion of the storm drain project; and

WHEREAS, UDOT is willing to lease said real property to City until the land acquisition is finalized; and

WHEREAS, The term of the lease is 12 months which is anticipated to be the length of time necessary to finalize the plans and bidding process for the project; and

WHEREAS, it is agreed by and between both parties to enter into the Lease Agreement; and

WHEREAS, the City Council finds that it is in the best interests of the citizens of Pleasant Grove to enter into the Lease Agreement with UDOT.

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

SECTION 1.

The Mayor is authorized to enter into the Lease Agreement with UDOT regarding storm drainage facilities which is attached hereto and incorporated herein as Exhibit “A”.

SECTION 2.

The provisions of this Resolution shall take effect immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH
this, _ 5th_ day of December, 2023

Guy L. Fugal, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____

Second: Council Member _____

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

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this ___ day of _____20___, and entered into by and between the **UTAH DEPARTMENT OF TRANSPORTATION** as “Lessor” (Landlord) and **PLEASANT GROVE CITY** as “Lessee” (Tenant).

1. **LEASED PREMISES (Premises):**

Landlord hereby leases to Tenant approximately .5 acre - a portion of Utah County Parcel 14:060:0075 and 14:060:0064 and further identified on the attached Exhibit “A”.

2. **PURPOSE:**

Tenant may use the Premises solely for construction of storm drain feature and relocation of existing drainage ditch purposes.
All such permitted purposes are further limited by the other terms of this Lease Agreement, including without limitation, the Conditions of Premises section of this Lease Agreement.

3. **TERM:**

The term of this Lease Agreement shall be one (1) years commencing on October 1, 2023 and expiring on September 30, 2024 .

At the conclusion of this Term, if no cancellation notice has been sent to Tenant, this Lease Agreement shall convert to a month-to-month lease that is terminable by either party upon 30 days’ notice for any reason. Should Tenant receive a payment invoice from Landlord, whether a notice of termination has been received or not, Tenant acknowledges that any such payment invoice is automatically generated by a computer system, and such invoice in no way extends the Lease Agreement. The parties agree that only a written extension with signatures is valid to extend this Lease Agreement.

4. **CONSIDERATION:**

Tenant shall pay to Landlord annual rent at the rate of **\$0.00** per year with further consideration that the feature as constructed will benefit the department and traveling public, as well as the general public in the area.

5. **CONDITION OF PREMISES:**

Tenant hereby accepts the Premises in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, state, and federal laws, ordinances and regulations governing and regulating the use of the Premises, and accepts this Lease Agreement subject thereto and to all matters disclosed thereby. Tenant

acknowledges that neither Landlord nor any agent of the Landlord has made any representation or warranty with respect to the condition of the Premises or the suitability thereof for the conduct of Tenant, nor has Landlord agreed to undertake any modification, alteration or improvement to the Premises. Tenant agrees to accept the Premises in its presently existing conditions "as is," and Landlord shall not be obligated to make any improvements or modifications thereto. Tenant represents and acknowledges that it has made a sufficient investigation of the conditions of the Premises immediately prior to the execution of this Lease Agreement and is satisfied that the Premises are fully fit physically and lawfully for Tenant's desired use. This Lease Agreement in no way cancels or negates the rights of public or private utilities to enter upon said Premises to construct, repair, or inspect their facilities. Tenant acknowledges that it is and shall remain responsible for maintaining the Premises is a condition similar to its condition at the beginning of this Lease Agreement, including without limitation, Tenant's responsibility for addressing any possible homeless encampments that may occur after this Lease Agreement begins. Further, such homeless encampments must be addressed using a trauma informed approach, and Landlord will provide contacts for municipal and other service providers to aid Tenant, but Landlord has no responsibility beyond providing this information to Tenant.

6. COMPLIANCE WITH LAW:

Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, zoning restriction, ordinance, or governmental rule or regulation or requirements of duly constituted public authorities now in force or which may hereafter be in force, or with the requirements of the State Fire Marshal or other similar body now or hereafter constituted, relating to or affecting the condition, use or occupancy of the Premises. Tenant agrees to obtain any licenses, permits and other necessary authorizations from federal, state and local agencies. Tenant shall not allow the Premises to be used for any unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises and shall maintain the premises in compliance with all applicable city and county ordinances.

Without limiting anything in the foregoing, Tenant agrees that it will comply with any laws, orders, decrees, and other requirements of any government entity that has jurisdiction, regarding the use or prohibition of any communications equipment including, without limitation, those found in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, as same may be amended or modified from time to time. Failure to comply with this paragraph shall be grounds for immediate termination of this Lease Agreement.

Without limiting anything in the foregoing, Tenant agrees that it will promptly pay any and all privilege taxes imposed pursuant to Utah Code Title 59, Chapter 4, or any other tax imposed by local jurisdictions arising out of Tenant's use of the Premises, and Tenant shall be solely responsible for the payment of such taxes.

7. **CONDUCT OF OPERATIONS:**

- a. All grading, landscaping, etc. shall be accomplished in a manner to prevent rocks and dirt from coming in contact within 20 feet of all adjoining roads or highways and in a manner to protect the public. Landscaping shall be maintained in a clean and orderly manner free of overgrown, dead, diseased, or vegetation in accordance with all city and county ordinances.
- b. Tenant shall not allow any Hazardous Materials to enter the Premises. "Hazardous Materials" shall mean those materials, substances, wastes, pollutants or contaminants which are deemed to be hazardous, toxic or radioactive and shall include but not be limited to those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," or other similar designations in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act 49 U.S.C. § 1801 et seq., and any other federal, state or local governmental statutes, laws, codes, ordinances, rules, regulations and precautions, or by common law decision, including, without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii) petroleum products or byproducts, or petroleum, including crude oil or any fraction thereof, or natural gas, natural gas liquids, liquefied natural gas, synthetic gas or mixtures of synthetic gas and natural gas, (iii) asbestos and (iv) polychlorinated biphenyls.
- c. Premises will be used for purposes only as identified in section 2 of this Lease Agreement and as otherwise limited hereby and shall be maintained by Tenant in a manner which ensures the safety of the traveling and pedestrian public. **No excavations, modifications, or other improvements shall be constructed without prior written approval from the Landlord.** Tenant acknowledges that upon Landlord's re-occupancy of the Premises, Tenant is not eligible for relocation benefits as a displaced person or business.
- d. Tenant grants Landlord the right to enter the Premises at all times for the maintenance, construction, reconstruction, or inspection of the Premises or any adjoining roads. Landlord will exercise reasonable care as not to interfere or negatively impact Tenant's operations.
- e. Landlord reserves the right to re-occupy the Premises at no cost for any reason by Landlord, including without limitation for transportation purposes as defined in Utah State Code 72-5-102 *or* if Landlord determines it wishes to sell the Premises. Landlord shall give Tenant 30 days' written notice of its intent to re-occupy for any reason and this Lease Agreement shall terminate. Tenant will be required to vacate the Premises at the sole cost of the Tenant's expense.
- f. Tenant is responsible for all costs, fees and utility charges in connection with the use

of the Premises. Tenant agrees to keep the Premises in a clean and orderly condition during occupancy.

- g. No ingress or egress, other than presently existing and of record, will be allowed on the Premises.
- h. This Lease Agreement is subject to any and all easements and rights of way and restrictions appearing of record or enforceable in law and equity, and does not include any provision for the collection by the Tenant of any equity or income resulting from the existence of any easement, right of way or other restriction.

8. **INDEMNITY:**

The Tenant shall hold the Landlord harmless from any damage, liability, claims, judgments or losses arising out of or attributable to any acts and/or activities undertaken or permitted by or on behalf of the Tenant or Tenant's agents or employees on the Premises. The obligation to indemnify shall survive the expiration or termination of this Lease Agreement. Tenant shall obtain and keep in force a policy of liability insurance for the Premises and activities in an amount and type that would be reasonable for the activities and Premises described in this Lease Agreement. The amount shall be a minimum of \$1,000,000 if this property will be used by the general public. Tenant will list Landlord as co-insured on the insurance coverage.

9. **ASSIGNMENT:**

This Lease Agreement may not be assigned, nor transferred, by Tenant without the express written consent of the Landlord.

10. **NOTICES:**

Any notices or changes must be in writing and delivered to the

Landlord at the following address:

Utah Department of Transportation

4501 South 2700 West

PO Box 148420

Salt Lake City, UT 84114-8420

801.964.4462 Phone 801.965.3822 Fax

Email: UDOTpropmgr@utah.gov

Tenant at the following address:

Pleasant Grove City

Attn: Neal Winterton, Public Works Director

323 W 700 S, Pleasant Grove Utah 84062

Phone: 801.785.2941

Email: nwinterton@pgcity.org

11. **TERMINATION:**

- a. Tenant shall be liable to Landlord for any and all costs incurred as a result of any breach by Tenant.
- b. Landlord is not abandoning any rights or interests in the Premises for transportation purposes as defined in Utah State Code 72-5-102 *or* the right to dispose of the Premises according to Utah State Code 72-5-111 or to re-occupy the Premises for any reasons. The Tenant, a voluntary party to this Lease Agreement, is not entitled to compensation for any costs, including but not limited to relocation benefits or moving expenses, which may be accrued by Tenant as a result of the expiration or early termination of this Lease agreement. If Landlord requires the Premises for any reason, Landlord shall give Tenant thirty (30) days' notice of the termination of this Lease Agreement.
- c. If rent due is delinquent by 30 days or more, Landlord will notify Tenant in writing, at the address stated above, and provide a due date for the late payment and associated late fee. If Landlord is not in receipt of the payment by the due date provided in the notice, Landlord may terminate this Lease Agreement. Upon termination, Tenant will be required to immediately vacate the Premises.
- d. The obligations of Tenant with respect to restoration and indemnification shall survive the expiration or termination of this Lease Agreement. Landlord's rights to recover damages for which Tenant is liable shall not be limited by the expiration or termination of this Lease Agreement.

12. SUCCESSORS AND ASSIGNS:

This Lease Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties. This provision shall in no way alter the restriction with regard to assignment in paragraph 9.

13. MISCELLANEOUS:

- a. The captions of the sections of this Lease Agreement are inserted for convenience only and shall not be used in the interpretation or construction of any provisions of this Lease Agreement.
- b. If any provision of this Lease Agreement is held invalid or unenforceable, the holding shall affect only the provision in question and that provision in other circumstances, and all other provisions of this Lease Agreement, shall remain in full force and effect.
- c. The failure of a party to insist upon strict performance of any provisions of this Lease Agreement shall not be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this Lease Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.
- d. Any ambiguities in this Agreement shall not be strictly construed against the drafter of the language concerned, but instead shall be resolved by applying the most reasonable interpretation giving full consideration to the intent of the parties at the time of execution.

- e. In any action brought to enforce the terms of this Lease Agreement, the Parties agree that the appropriate venue shall be the Third Judicial District Court in and for Salt Lake County, Utah.

14. **ENTIRE AGREEMENT:**

This Lease Agreement constitutes the entire agreement between the parties and no prior written or prior oral promises or representations shall be binding. This Lease Agreement may not be amended, changed or altered except by written instrument signed by both parties.

Parties to this Lease Agreement sign below:

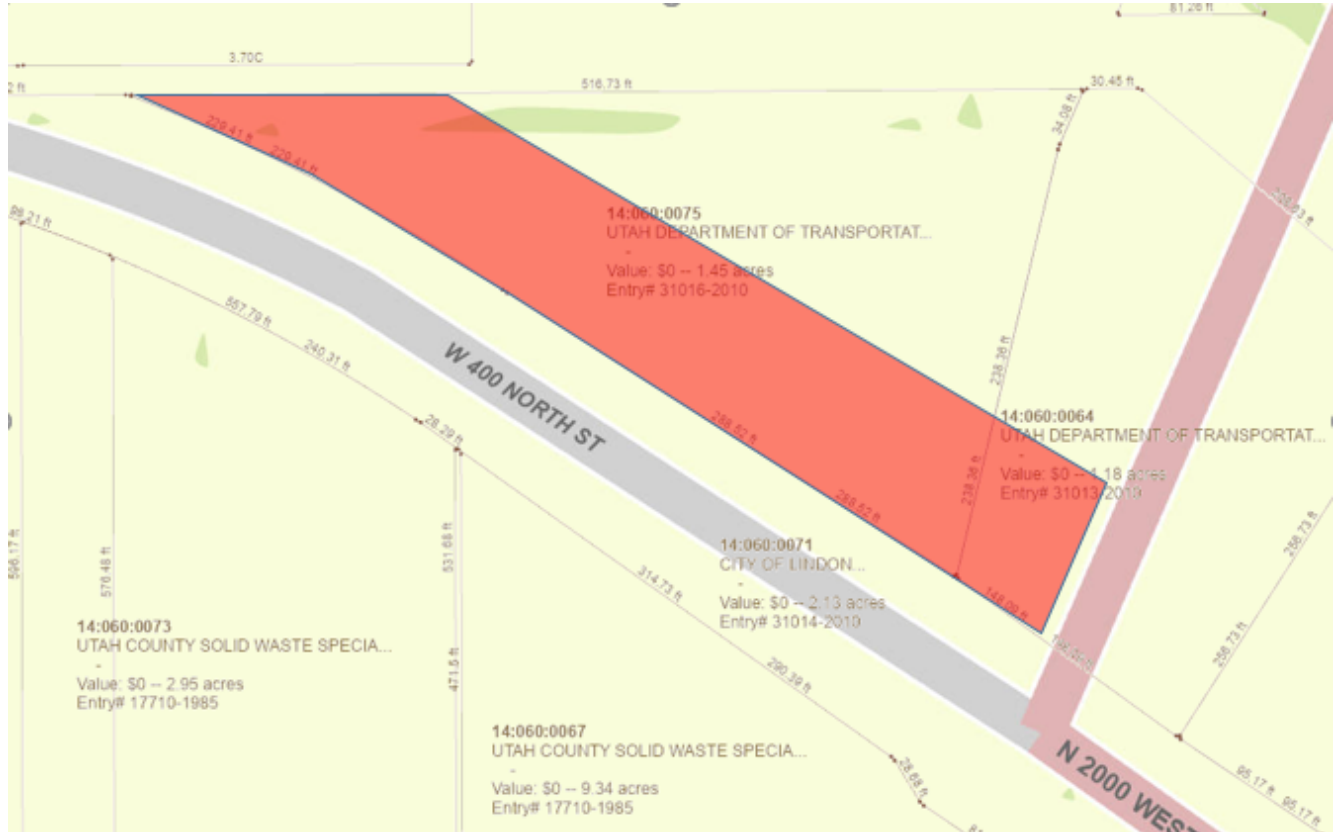
Date _____

Date _____

 Tenant:
 By:
 Its:

 Landlord: Utah Dept. of Transportation
 By:
 Its:

Exhibit 'A' - leased area shown in RED



RESOLUTION NO. 2023-058

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO DECLARE A CATERPILLAR 938M LOADER AS SURPLUS AND DIRECT THAT IT BE DISPOSED OF ACCORDING TO THE CITY'S POLICY FOR DISPOSING OF SURPLUS PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Public Works Department has a Caterpillar 938M Loader that they would like to surplus; and

WHEREAS, the City has established a process for selling or disposing of surplus property with a value of more than \$500.00; and

WHEREAS, the City would like to surplus a Caterpillar 938M Loader as surplus and direct that it be disposed of according to the City's policy; and

WHEREAS, the City Council finds that it is in the best interests of the City to divest itself of the item(s) and recoup their fair market value for the citizens by selling said surplus property.

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

SECTION 1.

The Mayor hereby declares a Caterpillar 938M Loader as surplus and directs that it be disposed of according to the City's policy for disposing of surplus property.

SECTION 2.

The provisions of this Resolution shall take effect immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH,
this 5th day of December 2023.

Guy L. Fugal, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____

Second: Council Member _____

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

ORDINANCE No. 2023-28

AN ORDINANCE AMENDING TITLE 8 “UTILITIES” CHAPTER 5 “STORMWATER UTILITY FEE” TO PROVIDE A DISCOUNT FOR MULTIFAMILY, NON-RESIDENTIAL, AND MIXED-USE DEVELOPMENTS WHO RETAIN OR DETAIN STORM WATER ON SITE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City is authorized by Utah Code § 10-8-84 to “pass all ordinances and rules, and make all regulations . . . as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants. . .”; and

WHEREAS, the purpose of this ordinance is to promote the public health, safety, and general welfare of the citizens of Pleasant Grove; and

WHEREAS, Pleasant Grove City has previously established a reduction in fees for certain land uses who detain or retain storm water on-site; and

WHEREAS, City has become aware that the ordinance inaccurately describes the fee reduction; and

WHEREAS, City desires to correct the ordinance to accurately reflect the current practice; and

WHEREAS, the City Council held a public meeting on December 5, 2023 to consider these ordinance changes; and

WHEREAS, at the conclusion of the hearing, the council adopted and approved the proposed ordinance amendments.

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

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

SECTION 1. Title 8 Chapter 5 “Stormwater Utility Fee” Subchapter 4C(6) “On-Site Detention Or Retention” of the Pleasant Grove Municipal Code are hereby adopted and amended to read as follows:

Title 8 – Utilities

8-5-4: STORMWATER UTILITY FEE:

A. Imposed: Each developed property in the City shall be charged a stormwater utility fee. A developed property may consist of one parcel, or multiple parcels, depending on the nature of the development, as determined by the City Engineer.

B. ESU: Based on evaluations included in the City's storm drain master plan, the City Council finds and establishes that one ESU equals four thousand four hundred (4,400) square feet of impervious surface area. This number was determined by finding an average of impervious areas from single family residential properties throughout the City.

C. Fee Calculation: The fee shall be based on the number of equivalent service units (ESUs) contained in the property or development. The number of service units will be evaluated according to the type of use as outlined below:

1. Single-Family Residential: All properties containing single-family residential units shall pay one ESU per separate living unit within the property.

2. Multi-Family Residential: The fee shall be the base rate times the number of separate living units within the property. Clubhouses intended for use only by the residents within a development will be counted as one ESU. Non-standard clubhouses may be assessed separate rates in accordance with subsection C5 of this section.

3. Non-Residential: The fee shall be the base rate times the number of ESUs. The number of ESUs for a non-residential property shall be calculated by taking the measured impervious area of the property and dividing it by four thousand four hundred (4,400) square feet.

4. Mixed-Use Developments: Mixed-use developments, which contain both residential and non-residential units within a common area, shall pay the greater of the amount of one ESU per unit (commercial or residential unit) times the base rate; or the amount calculated by taking the measured impervious area of the property and dividing it by four thousand four hundred (4,400) square feet to determine the property's ESUs, and multiplying that number by the base rate.

5. Exceptions: The City Council may adopt separate rates for other uses that are not easily handled under the standard rate schedule.

6. On Site Detention Or Retention: Multi-family, non-residential, and mixed-use developments with detention or retention systems meeting City standards at the time of their construction will receive a thirty percent (30%) reduction in their calculated ~~impact~~ Stormwater Utility fee.

D. Charge Per ESU: The amount charged for each ESU shall be established by resolution of the City Council.

E. Exemptions And Credit: The City Council may establish exemptions and credits to the stormwater utility fee by resolution.

F. Policies: The Public Works Director may adopt policies, consistent with this chapter, and any resolutions passed by the City Council, to assist in the application, administration and interpretation of this chapter and any resolutions related to the stormwater utilities.

G. Appeals: Any person or entity that believes that this chapter or any stormwater utility rate resolution was interpreted or applied erroneously may appeal to the Public Works Director ("Director"). The appeal shall be in writing, shall state any facts supporting the appeal, and shall be made within ten (10) days of the decision, action or bill being appealed. The Director may elect to hold a hearing on the appeal. The Director shall decide the appeal within ten (10) days of when the appeal is filed. If the person or entity is not satisfied with the Director's decision, a further appeal may be made to the City Council. The appeal to the City Council shall follow the same procedures as the appeal to the Director. The City Council's decision shall be final and binding on all parties. In cases where an appeal is successful, reimbursement for any billing errors is limited to one year from the date the dispute is filed. (Ord. 2018-30, 11-13-2018)

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

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

SECTION 4. APPROVED AND ADOPTED by the City Council of Pleasant Grove City, Utah County, Utah, this 5th day of December 2023.

Guy L. Fugal, Mayor

ATTEST:

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____

Second: Council Member _____

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	_____	_____	_____	_____
Brent Bullock	_____	_____	_____	_____
Eric Jensen	_____	_____	_____	_____
Cyd LeMone	_____	_____	_____	_____
Todd Williams	_____	_____	_____	_____

CERTIFICATE OF POSTING ORDINANCE

Pleasant Grove City Corporation

I, the duly appointed recorder for the City of Pleasant Grove, hereby certify that a summary of the foregoing Ordinance No. _____ was posted on the State (<http://pmn.utah.gov>) website on this ____ day of _____, 2023.

Dated this _____ day of _____, 2023.

Kathy T. Kresser, MMC, City Recorder

November 29, 2023

Mayor Guy Fugal
70 South 100 East
Pleasant Grove, Utah 84062

Subject: BLVD Well Facilities Project

Dear Mayor,

Attached is the bid tabulation and notice of award for BLVD Well Facilities Project.

The low bidder was J. Lyne Roberts & Sons, Inc. with a Base Bid price of \$2,058,324.34 which was 32 percent above the engineers estimate. This project was posted on the Utah Public Procurement Place. There were 3 bids with an average base bid of \$2,272,454.78.

We recommend the project Base Bid be awarded to J. Lyne Roberts & Sons, Inc. for a total of \$2,058,324.34. Horrocks Engineers has checked their license, and references and have found everything in order.

This work will be paid for from the 51-70-960 budget. This project is being partially funded through a \$5,000,000.00 bond obtained for the Utah Division of Drinking Water dated February 2, 2022.

Attached is the Notice of Award if the City so chooses to award this project to J. Lyne Roberts & Sons, Inc.

Sincerely,

 2023.11.29
13:46:00-07'00'

Britton Tveten, P.E.
Staff Engineer

**Engineer's Estimate
Horrocks Engineers**

BLVD Well Facilities Project

Project Manager: John E. Schuess, P.E.
Project Engineer: Brett Wood, P.E.
Bid Opening: purchasing.utah.gov
Date: November 16, 2023
Time: 2:00 PM

Construction Cost Index: 13473
For: BLVD Well Project
 Pleasant Grove City
 323 West 700 South
 Pleasant Grove, UT 84062

Contractors	Base Bid	Base Bid + Alt 1
JLR Inc	\$2,058,324.34	\$2,076,562.45
Stapp Const	\$2,177,040.00	\$2,227,040.00
COP Const.	\$2,582,000.00	\$2,599,000.00
Engineer's Estimate	\$1,561,800.00	\$1,571,800.00
Percent Difference	-24%	-24%

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	Engineer's Estimate		Bidder 1 JLR Inc		Bidder 2 Stapp Const		Bidder 3 COP Const		Average	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	1	LS	\$74,300.00	\$74,300.00	\$8,280.55	\$8,280.55	\$75,000.00	\$75,000.00	\$179,000.00	\$179,000.00	\$87,426.85	\$87,426.85
2	Traffic Control	1	LS	\$10,000.00	\$10,000.00	\$16,071.44	\$16,071.44	\$26,135.00	\$26,135.00	\$12,000.00	\$12,000.00	\$18,068.81	\$18,068.81
3	Storm Drain BMP's	1	LS	\$10,000.00	\$10,000.00	\$20,357.16	\$20,357.16	\$6,810.00	\$6,810.00	\$16,000.00	\$16,000.00	\$14,389.05	\$14,389.05
4	Well Building	1	LS	\$250,000.00	\$250,000.00	\$234,837.09	\$234,837.09	\$310,000.00	\$310,000.00	\$408,000.00	\$408,000.00	\$317,612.36	\$317,612.36
5	Building Piping and Pumps	1	LS	\$410,000.00	\$410,000.00	\$52,385.09	\$52,385.09	\$456,000.00	\$456,000.00	\$435,000.00	\$435,000.00	\$471,128.36	\$471,128.36
6	Electrical, Mechanical and Communication	1	LS	\$300,000.00	\$300,000.00	\$430,260.63	\$430,260.63	\$341,000.00	\$341,000.00	\$550,000.00	\$550,000.00	\$440,420.21	\$440,420.21
7	Site Piping and Site Work	1	LS	\$145,000.00	\$145,000.00	\$169,546.50	\$169,546.50	\$200,000.00	\$200,000.00	\$210,000.00	\$210,000.00	\$223,182.17	\$223,182.17
8	Site Landscaping	1	LS	\$51,000.00	\$51,000.00	\$45,319.21	\$45,319.21	\$34,055.00	\$34,055.00	\$86,000.00	\$86,000.00	\$55,124.74	\$55,124.74
9	Fencing	1	LS	\$25,000.00	\$25,000.00	\$32,423.82	\$32,423.82	\$36,400.00	\$36,400.00	\$49,000.00	\$49,000.00	\$39,274.61	\$39,274.61
10	Monson Tank Connection Piping	1	LS	\$40,000.00	\$40,000.00	\$60,141.13	\$60,141.13	\$61,140.00	\$61,140.00	\$60,000.00	\$60,000.00	\$60,427.04	\$60,427.04
11	Monson Electrical	1	LS	\$95,000.00	\$95,000.00	\$188,624.98	\$188,624.98	\$204,000.00	\$204,000.00	\$178,000.00	\$178,000.00	\$190,208.33	\$190,208.33
12	Gibson Electrical	1	LS	\$95,000.00	\$95,000.00	\$182,672.61	\$182,672.61	\$204,000.00	\$204,000.00	\$236,000.00	\$236,000.00	\$207,557.54	\$207,557.54
13	Extraneous Electrical Conduit	1	LS	\$39,000.00	\$39,000.00	\$140,992.87	\$140,992.87	\$102,000.00	\$102,000.00	\$139,000.00	\$139,000.00	\$127,330.96	\$127,330.96
14	Temporary Well Flush Piping and Permits	1	LS	\$17,500.00	\$17,500.00	\$6,411.26	\$6,411.26	\$30,500.00	\$30,500.00	\$24,000.00	\$24,000.00	\$20,303.75	\$20,303.75
TOTAL BASE BID				\$1,561,800.00	\$1,561,800.00	\$2,058,324.34	\$2,058,324.34	\$2,177,040.00	\$2,177,040.00	\$2,582,000.00	\$2,582,000.00	\$2,272,454.78	\$2,272,454.78

Additive Alternate #1

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
101	Electrical Conduit South of City Property	1	LS	\$10,000.00	\$10,000.00	\$18,238.11	\$18,238.11	\$50,000.00	\$50,000.00	\$17,000.00	\$17,000.00	\$28,412.70	\$28,412.70

I hereby certify that this is a true and correct Bid Tabulation for the BLVD Well Project



Digitally signed by Brett Wood
 DN: E=brettw@horrocks.com, CN=Brett Wood, OU=PG, OU=Users,
 OU=Accounts, DC=horrocks, DC=local
 Date: 2023.11.16 16:51:22-0700'

Brett Wood, P.E.

DOCUMENT 003600

NOTICE OF AWARD

To: J. Lyne Roberts & Sons, Inc.
1052 S 250 E
Provo, UT 84606

PROJECT Description: Pleasant Grove City – BLVD Well Facilities Project

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated October 16, 2023, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$2,058,324.34. Additive Alternate #1 may be added to the project at a future date if it is not completed by others.

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

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

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

Dated this _____ day of _____, 2023.

Pleasant Grove City
Owner

ACCEPTANCE OF NOTICE

By _____

Receipt of the above NOTICE OF
AWARD is hereby acknowledged

Title Mayor

By _____

this the _____ day of _____, 2023.

By _____

Title _____



November 30, 2023

Mayor Guy Fugal
70 South 100 East
Pleasant Grove, Utah 84062

Subject: 2024 Battle Creek PI Tank Cleaning

Dear Mayor,

Attached is the bid tabulation and notice of award for 2024 Battle Creek PI Tank Cleaning Project.

The low bidder was AWC, Awolf Construction. With a Base Bid price of \$26,010.27 which was 13 percent below the engineers' estimate. There were 8 contractors invited to bid on this project. There were 7 bids with an average base bid of \$56,226.04.

We recommend the project Base Bid be awarded to AWC, Awolf Construction. for a total of \$26,010.27. Pleasant Grove Engineering has checked their license, and references and have found everything in order.

This work will be paid for from the 54-40-600 budget.

Attached is the Notice of Award if the City so chooses to award this project to AWC, Awolf Construction.

Sincerely,

Britton Tveten, P.E.
Staff Engineer

Battle Creek PI Tank Cleaning

Project Number: 2023-09

Bid Tabulation

Bids were due on November 29, 2023 at 5:00 p.m.

Contractors	Base Bid
AWC, Awolf Construction	\$26,010.27
Stapp Construction	\$27,500.00
Joe Kruger	\$40,040.00
J. Lyne Roberts & Sons, Inc	\$49,700.00
S&L Incorporated	\$75,350.00
Pronghorn Construction Inc	\$85,482.00
Cody Ekker Construction, Inc	\$89,500.00
Average	\$56,226.04
Engineers Estimate	\$ 30,000.00

Document 003600

NOTICE OF AWARD

To: AWC, Awolf Construction
2158 North 160 East
Pleasant Grove, UT 84062

PROJECT Description: Pleasant Grove City – 2024 Battle Creek PI Tank Cleaning

The OWNER has considered the BID submitted by you for the above-described WORK in response to bids requested in November 2023.

You are hereby notified that your BID has been accepted for items in the amount of \$26,010.27.

You are required execute the Agreement and furnish the required CONTRACTOR'S Certificates of Insurance within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

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

Dated this 5 day of December, 2023.

Pleasant Grove City
Owner

By _____
Guy Fugal, Mayor

ACCEPTANCE OF NOTICE
Receipt of the above NOTICE OF
AWARD is hereby acknowledged

Attest: _____
Kathy T. Kresser, City Recorder

By _____

this the _____ day of _____, 2023.

By _____

Title _____

RESOLUTION NO. 2023-058

A RESOLUTION REQUESTING THE RECERTIFICATION OF THE PLEASANT GROVE CITY JUSTICE COURT; AFFIRMING A WILLINGNESS TO CONTINUE TO MEET ALL REQUIREMENTS SET FORTH BY THE JUDICIAL COUNCIL FOR CONTINUED OPERATION OF THE JUSTICE COURT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Provisions of Utah Code Annotated §78A-7-103 require that Justice Courts be recertified at the end of each four-year term; and

WHEREAS, the term of the present Court shall expire in January of 2024; and

WHEREAS, the members of the Pleasant Grove City Council have received an opinion letter from the City Attorney, which sets forth the requirements for the operation of a Justice Court and the feasibility of continuing to maintain the same; and

WHEREAS, the members of the Pleasant Grove City Council have determined that it is in the best interests of Pleasant Grove City to continue to provide for a Justice Court.

NOW, THEREFORE, BE IT RESOLVED, that the Pleasant Grove City Council requests recertification of the Pleasant Grove City Justice Court by the Justice Court Standards Committee and the Utah Judicial Council.

BE IT FURTHER RESOLVED that the Pleasant Grove City Council of Pleasant Grove City, Utah County, State of Utah, hereby affirm their willingness to continue to meet all requirements set forth by the Judicial Council for the continued operation of the Pleasant Grove City Justice Court for the next four-year term of court, except as to any requirements waived by the Utah Judicial Council.

APPROVED and signed this 5th day of December, 2023.

PLEASANT GROVE CITY:

By: _____
Guy L. Fugal, Mayor

ATTEST:

Kathy T. Kresser, MMC
City Recorder

(SEAL)

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	_____	_____	_____	_____
Brent Bullock	_____	_____	_____	_____
Eric Jensen	_____	_____	_____	_____
Cyd LeMone	_____	_____	_____	_____
Todd Williams	_____	_____	_____	_____



November 22, 2023

Pleasant Grove City
Attn: Mayor Fugal and City Council
70 South 100 East
Pleasant Grove, UT 84062

RE: Justice Court Recertification

Dear Mayor and City Council:

I have reviewed the materials sent to the city relative to the requirements for recertification of the Pleasant Grove City Justice Court. In addition, I have met with Judge Randy Birch during which time, we discussed the requirements for continuing the Pleasant Grove City Justice Court.

I am of the opinion, and recommend to you, that the Pleasant Grove City Justice court apply for recertification and continue its operation. It is my opinion that the city can and will meet all the requirements necessary to meet state law guidelines. A summary of these requirements is attached hereto.

Sincerely,

A handwritten signature in blue ink that reads "Christine M. Petersen". The signature is written in a cursive, flowing style.

Christine M. Petersen
Pleasant Grove City Attorney

enclosure

- **EDUCATION:**

Local government is responsible for costs of attendance at Judicial Council mandated training (at least 30 hours per year for the judge and certification requirements for clerks).

- **REPORTING:**

All reports and audits shall be made and timely filed as provided by law or by rule of Judicial Council. Reports to the Driver License Division and the Bureau of Criminal Identification must be made electronically, via the internet.

CLASS III

MINIMUM REQUIREMENTS [Note that the following are **minimum** requirements. In order to adequately function as a Class III Court, it may be necessary for your court to exceed the minimum requirements.]

- **FILINGS:**

61-200 citations or cases per month

- **HOURS:**

Court Open

61-150 filings At least 2 hours a day

151-200 filings At least 3 hours a day

Judge available as needed. Trial calendar set at least twice per month.

- **FACILITY:**

Courtroom (access to public facility for trials, arraignments, etc.)

Judge's /clerk office

(Meets minimum requirements)

- **CLERICAL RESOURCES:**

At least one clerk required to be available daily during the scheduled hours of court operation and during court sessions as needed.

- **PROSECUTION:**

Prosecutor to screen cases and represent the county or municipality at trial.

- **INDIGENT DEFENSE:**

The municipality or county provides adequate funding to provide indigent defense counsel for any defendant who requests representation and qualifies.

- **LEGAL RESOURCES:**

The following must be available and kept current:

a. Utah Code

b. Local ordinances

c. Justice Court Manual

d. Other legal resources as required under 78A-7-103

- LAW ENFORCEMENT:

The local government creating the court must have at least one employed or contracted peace officer.

- BAILIFF:

The local government creating the court must provide a sworn law enforcement officer to attend court when required and provide security for the court.

- SECURITY PLAN:

A court security plan must be submitted for approval consistent with Rule 3-414 of the Code of Judicial Administration.

- JURY/ WITNESS FEES:

Local government is responsible for payment of statutory juror and witness fees.

- EDUCATION:

Local government is responsible for costs of attendance at Judicial Council mandated training (at least 30 hours each year for the judge and certification requirements for clerks).

- REPORTING:

All reports and audits shall be made and timely filed as provided by law or by rule of Judicial Council. Reports to the Driver License Division and the Bureau of Criminal Identification must be made electronically, via the internet.

CLASS IV

MINIMUM REQUIREMENTS [Note that the following are **minimum** requirements. In order to adequately function as a Class IV Court, it may be necessary for your court to exceed the minimum requirements.]

- FILINGS:

0-60 citations and/or cases per month

- HOURS:

Court open at least one hour per day. Judge available as needed and trial calendar set at least monthly.

- FACILITY:

Courtroom (access to public facility for trials, arraignments, etc.)
Judge's/clerk office (can be a shared resource but court has priority when needed.)
(Meets minimum requirements)

- CLERICAL RESOURCES:

~~At least one clerk required to be available daily during the scheduled hours of court operation and during court sessions as needed.~~

COURT CERTIFICATION AFFIDAVIT

Justice Court: PLEASANT GROVE JUSTICE COURT

Judge: RANDY B. BIRCH

Address: 108 S 100 E, Pleasant Grove UT. 84062

Telephone: 801 785-9461

Court's Website: www.plgrove.org/court

Level of Court (Circle one): I II III IV

Average Case Filings Per Month: 159 cases

Daily Court Hours: 8-4:30 M-Th / 8-noon F

Number of Full-time Clerks: 2
Hours Worked Per Week Per Clerk: 40

Number of Part-time Clerks: _____
Hours Worked Per Week Per Clerk: _____

This form is divided into two parts. Section I contains those requirements that are statutory and cannot be waived. Section II contains minimum requirements established by the Judicial Council, and those requirements may be waived pursuant to the procedure set forth in the Instructions to Applicant included with this Application for Recertification.

Comes now Judge Randy B. Birch,

Justice Court Judge for Pleasant Grove Justice Court,

and, except as specifically noted below, certifies as follows:

SECTION I

**THE FOLLOWING ITEMS ARE STATUTORY AND CANNOT BE WAIVED.
CERTIFICATION WILL NOT BE GRANTED UNLESS EACH REQUIREMENT IS MET.**

Please indicate **Yes or No** to each of the following:

1. All official court business is conducted in a public facility. Yes
2. Court is open daily. Yes
3. The hours of court operation are posted conspicuously. Yes
4. The judge and the clerk attend court at regularly scheduled times based on the level of the court. Yes
5. The judge is compensated at a fixed rate, within the statutory range. Yes
6. The responsible governmental entity provides and compensates sufficient clerical personnel necessary to conduct the business of the court. Yes
7. The responsible governmental entity assumes the expenses of the travel of the judge for purposes of required judicial education. Yes
8. The responsible governmental entity assumes the expenses of the travel of each clerk for the purposes of attending training sessions conducted by the Judicial Council. Yes
9. The responsible governmental entity provides the Court with:
 - a. Sufficient prosecutorial support Yes
 - b. Funding for attorneys for indigent defendants, as appropriate Yes
 - c. Sufficient local law enforcement officers to attend court as provided by statute Yes
 - d. Security for the court as provided by statute Yes
 - e. Witness and juror fees Yes
 - f. Appropriate copies of the Utah Code, the Justice Court Manual, state laws affecting local governments, local ordinances and other necessary legal reference materials Yes
10. Fines, surcharges and assessments which are payable to the state are forwarded as required by law. Yes

11. Court is held within the jurisdiction of the court, except as provided by law (78A-7-212).
Yes

12. All required reports and audits are filed as required by law or Rule of the Judicial Council.
Yes

13. A record of all court proceedings is maintained by an appropriate digital recording system.
Yes

SECTION II

Section II contains minimum requirements established by the Judicial Council, and those requirements may be waived or an extension granted pursuant to the procedure set forth in the Instructions to Applicant included with this Application for Recertification.

Please indicate **YES or NO** to each of the following:

1. A clerk is available each day to conduct court business, including hearings as required by the judge, for the number of hours required for the classification of the court. Yes
2. Hours during which a clerk is available are posted on the court's website. Yes
3. The judge is available to conduct court business as needed. Yes
4. The judge performs all duties required and exercises ultimate responsibility for the administration of justice as an independent branch of government. Yes
5. All court hearings are conducted in a designated courtroom, by remote transmission, or in another location authorized by the Presiding Judge. Yes
6. Minimum furnishings in the courtroom include:
 - a. Desk and chair for the judge Yes
 - b. A six-inch riser Yes
 - c. Desk and chair for the court clerk Yes
 - d. Chairs for witnesses Yes
 - e. Separate tables and appropriate chairs for plaintiffs and defendants Yes
 - f. A new Utah State flag that will be on display no later than March 9, 2024 Yes
 - g. A United States flag Yes
 - h. A separate area and chairs for at least four jurors Yes
 - i. A separate area with appropriate seating for the public Yes
 - j. An appropriate room for jury deliberations Yes
 - k. An appropriate area or room for victims and witnesses which is separate from the public Yes
 - l. A judicial robe Yes

- m. A gavel Yes
 - p. Necessary forms and supplies Yes
 - q. Office space for the judge Yes
 - r. Office space for the court clerk Yes
 - s. Secure filing cabinets Yes
 - t. Appropriate office supplies Yes
 - u. A cash register or secured cash box for each clerk performing cashiering duties Yes
 - v. At least one computer with word processing software and internet access Yes
 - w. Access to a scanner and copy machine Yes
7. The court shall provide interpreters as required by Rule 3-306.04 of the Code of Judicial Administration. Yes
 8. Does the applicant have a law enforcement department? Yes
 9. If the applicant does not have a law enforcement department, identify the law enforcement agency which will provide law enforcement services for the applicant: _____

 10. A court security plan has been submitted for approval as required by Rule 3-414 of the Code of Judicial Administration. Yes
 11. The court electronically reports to the Driver License Division, the Bureau of Criminal Identification and the Administrative Office of the Courts as required. Yes
 12. Clerks' education hours shall be reported to the Administrative Office of the Courts on an annual basis. Yes
 13. The appointment of the clerk(s) assigned to serve the court are subject to the judge's approval, who may participate in the interview and personnel evaluation process for the clerk(s) at his or her discretion. Yes
 14. Court staff are current with all certification requirements required by the Board of Justice Court Judges from the month after starting with the court through September 30, 2023. Yes

15. Any interlocal agreement relating to court operations shall be submitted to the Administrative Office of the Court with the city's application for recertification. Yes
16. The court accepts credit and debit cards through a system that integrates with CORIS. Yes
17. The court has access to UCJIS. Yes
18. An audio recording system that complies with the description below maintains a digital recording of all court proceedings. Yes

For Class I and Class II justice courts, the system must:

- Be a stand-alone unit that records and audibly plays back the recording;
- Index, back-up and archive the recording and enable the record to be retrieved;
- Have at least four recording channels;
- Have a one-step "on" and "off" recording function;
- Have conference monitoring of recorded audio;
- Have external record archiving from the unit with local access; and
- Be capable of being integrated with the court's public address system.

For Class III and Class IV justice courts, the system must, at a minimum:

- Be a stand-alone unit that records and audibly plays back the recording;
- Index, back up and archive the recording and enable the record to be retrieved; and
- Have at least two recording channels.

19. If the court is a **Class I** court:
 - a. Judge is employed on a full-time basis _____
 - b. Dedicated courtroom which meets the master plan guidelines adopted by the Judicial Council _____
 - c. Court has a jury deliberation room _____
 - d. Judge's chambers, clerk's office, and courtroom are in the same building _____
 - e. Judge has his or her own private chambers _____
 - f. Clerk's office is separate from any other entity _____
 - g. Court is open during normal business hours _____

20. If the court is a **Class II** court:

a. Court is open (check one)

- 201-300 average monthly filings: at least 4 hours/day
- 301-400 average monthly filings: at least 5 hours/day
- 401-500 average monthly filings: at least 6 hours/day

b. Trial calendar is set at least weekly

c. Courtroom configuration is permanent

d. Courtroom, judge's chambers, and clerk's office are within the same building

e. Judge has his or her own private chambers

21. If the court is a **Class III** court:

a. Trial calendar is set at least twice per month Yes

b. Court is opened (check one):

- 61-150 average monthly filings: at least 2 hours/day
- 151-200 average monthly filings: at least 3 hours/day

22. If the court is a **Class IV** court:

a. Trial calendar is set at least monthly

b. Court is open at least 1 hour per day

23. **If you have responded with a "no" to any item in Section II above, you must request a waiver or extension below and justify that request.** If waiver or extension of any requirement is requested, please specify each requirement and indicate factors which demonstrate a need for the waiver or extension. For any requested extension, please include the requested extension period. (To receive a waiver or extension of any requirement, the information requested in this section must be provided. Remember that statutory requirements cannot be waived or extended).

I am familiar with the minimum operational standards for this court, and except as noted above, those standards are currently met or exceeded. During the current term of the court, I have met with the appropriate governing body of the city to review the budget of the court, review compliance with the minimum requirements and operational standards, and discuss other items of common concern.

DATED this 29 day of November, 2023.


Justice Court Judge



I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

Executed on this 29 day of November, 2023.



SECURITY PLAN

FOR

PLEASANT GROVE JUSTICE COURT

PLEASANT GROVE, UTAH

Updated 11/2023

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I. INTRODUCTION:

The General goal of the court security system is to establish appropriate protection for the court, staff, general public, property, and the judicial process as a whole.

In accordance with Rule 3-414 of the Rules of Judicial Administration, this plan has been developed to establish procedures that will be followed by the staff of the Pleasant Grove City Justice Court (“Court”), the Pleasant Grove Police Department (“Police”), and All-Pro Security Services (“APS”) which is the agency responsible for security in the event of a disturbance or an emergency situation within the court.

All court employees will receive training on a yearly basis. They will be instructed on the entire security plan. The APS employees who are assigned to court bailiff or provide security for the court will also be trained yearly on this plan and security measures required herein.

Common sense and professional training are needed to determine the most practical method in dealing with court security. A cooperative effort between APS, the police, and the court is the key to good court security.

II. EMERGENCY CONTACTS:

Agency:

1. Police Department.....801 785-3506 or 911
2. Central Utah 911 (Dispatch).....801 798-5600 or 911
3. Highway Patrol.....801 234-8285 or 911
4. Ambulance.....385 248-0070 or 911
5. Fire Department.....385 248-0070 or 911
6. American Fork Hospital.....801 855-3300
7. Emergency Utility Service
 - Gas.....1-800-541-2824
 - Power.....1-888-221-7070
8. Pleasant Grove Justice Court.....801 785-9461
9. All Pro Security (APS).....801 796-1227

III. COURTROOM SUPPORT:

A. Bailiff Requirements/training

A Justice Court Bailiff will be present, when required, at all court proceedings. Bailiffs will be qualified as “peace officers” as defined in Section 77-1a-1 U.C.A. or may, at the discretion of the Constable and with consent of the judge, may be qualified as “special function officers” as defined by Section 77-1a-4 U.C.A. or “correctional officer” as defined by Section 77-1a-2 U.C.A.

B. Bailiff Conduct/dress

Rules and regulations and policies and procedures of APS will be followed by the bailiffs. In all cases, bailiffs must be in uniform as prescribed by APS policy.

C. Wearing of Weapons

Bailiffs, transportation officers, and other uniformed officers will be allowed weapons in the courtroom, court offices, and judges chambers. Any non-uniformed officer will be allowed weapons in said areas but must first check in with the bailiff, or clerk if present, with current pictured identification. It is further recommended that non-uniformed officers have identification available while in the courtroom or court offices. Exceptions may be approved on a case-by-case basis at the request of a law enforcement agency and with the approval of the Constable, Police chief, and or the judge.

D. Responsibility of Court Bailiffs and Transportation Officers

The bailiff is responsible and accountable to the assigned court. The court should inform the bailiff of particular needs, procedures, or special duties.

1. The bailiff shall observe all persons entering the courtroom, their movement and their activities.
2. The bailiff shall assure that criminal defendants who are in custody are prevented from having physical contact with family, friends, or spectators in order to prevent the passing of weapons or contraband.
3. Transportation officers will be responsible for all prisoners in custody and shall remain present at all times during court appearances. The use of restraints will be determined by the transportation officer or bailiff.

4. The bailiff shall be alert for any suspicious person or devices.
5. The bailiff shall maintain order in the courtroom, preventing unnecessary noise, disturbances, or conversations in or immediately adjacent to the courtroom.
6. The bailiff will remove any disorderly persons.
7. The bailiff shall ensure the safety of the judge and courtroom staff.
8. The bailiff will assist visitors and other persons needing services of the court.
9. The bailiff will care for and take custody of juries.

IV. HIGH PROFILE/RISK CASES:

A. Need for additional security.

In cases where there is an indication of high risk, extreme disruption, and/or public interest, the judge, clerk, law enforcement officer, prosecutor, and defense attorney shall communicate their view of the appropriate level of risk. If there is a need for higher security, the Constable or Police Chief shall provide a plan for security of that case and provide the same to the judge, the prosecutor, and at the discretion of the judge, to defense counsel.

If potential for violence is a concern of anyone, notification to the court, bailiff, and law enforcement shall be made aware in sufficient time to allow the taking of adequate precautionary measure.

B. Metal detectors and physical searches.

If the need arises, the bailiff or other assigned court security personnel will use a metal detector and/or a physical search of persons desiring to enter the courtroom. Signs will be posted to alert the public that they may be subject to search. Only designated law enforcement officers will conduct physical searches.

C. High community and public interest cases.

When a court hearing is scheduled that may attract community attention and result in large numbers coming to the court, the constable and law enforcement shall be notified at the earliest opportunity in order for sufficient security arrangements to be made.

D. News Media

Where cases result in high media attention, staff are not to release any information. Members of the news media should be directed to the office of the prosecutor or the judge.

The use of cameras or other recording equipment is not allowed in the courtroom unless ordered by the court.

V. BUILDING SECURITY:

A. Description of the Pleasant Grove City Courthouse.

The Pleasant Grove Justice Courtroom and clerk's offices are housed on the ground level of the Pleasant Grove Public Safety Building. The courtroom is located on the Southeast side of said building. Also located on the ground level is the Pleasant Grove Police Department. The ground level floor has several public restrooms and one public entrance.

The Courtroom has two entrances from a public hallway and five entryways from secured and locked areas of the courtside and police department wing. The judge enters the area of the bench from a hallway adjacent to his/her chambers area. The judge chambers and all court offices are secure from the public by magnetic key locks.

The courtrooms, the judge chambers, and the clerks' office are all secured when not occupied. Transported inmates are brought to the courtroom through the secure detention area of the police department.

B. Building security.

APS is responsible to handle any threat to security in the offices or courtroom of the Court. Department personnel are trained to handle any and all emergencies that might arise.

When law enforcement personnel is absent, the judge is in charge. If the judge is not present, the most senior court clerk is in charge.

All personnel are to cooperate in the case of an emergency with the person in charge.

C. Security alarms.

The Police department can be summoned by the use of a panic button in the courtroom. They are located at the judge's bench. Additionally, the courtroom is monitored periodically by cameras.

In the event of an emergency or disturbance in the courtroom, the panic button should be used, even if a bailiff is present.

The senior clerk will be responsible to test the panic button bi-annually. The test will be pre-arranged with the police department.

Response should be very rapid as the police department is located on the same floor of the courthouse.

D. Security measures of court and personal property.

Only when convenient and time permits, the following should be adhered to:

1. Security of records: The clerk of the court is responsible for the security of all court records. Upon notification of any emergency and assuring all persons are out of the office, the room containing court records is to be locked to limit access. In all instances, the entire court staff should do everything reasonable to ensure that the files are kept confidential and safe.

2. Security of court funds: If any emergency arises and the building needs to be evacuated, all monies must be locked up. If time permits, and no threat to the clerks is obvious, the clerk(s) should take the money with them, in an inconspicuous manner, for safe keeping until the emergency is over. The clerk of the court is ultimately responsible to ensure the safe handling of court funds and should be diligent in seeing that none of those funds are lost or stolen.

3. Security of other court property: In all cases, the court staff should take action to protect furniture, equipment, files, etc, as the situation allows. However, at no time should staff risk life or limb to save property.

E. Security measures outside building.

1. The office and courtroom should, at the end of each working day, be checked by court personnel to assure that it is secured and properly locked.

2. During high profile cases, security officials should be mindful of demonstrators or others who may interfere with court proceedings or individuals entering through unmonitored entrances.

VI. EMERGENCY SITUATIONS

During an emergency, the APS security supervisor (or the highest ranking police officer present) is in charge of the situation. Employees should follow instructions from the constable or police officers during emergencies.

Supervisor in charge shall:

1. Direct, in an orderly fashion, the evacuations of the court portion of the building. All court employees shall be directed to a designated safe area.
2. Once evacuated, account for employees at the safe area to be conducted.
3. Determine whether to send employees home and when all is clear, to allow employees a safe return to the building.

A. Hostile persons

If an employee encounters a hostile person, they should keep calm and, without alarming the person, attempt to indicate the need for help to other employees.

If, upon observing the hostile person or persons, and it appears that security is needed, either use of the panic button if available or call any/other available law enforcement on the intercom or telephone.

APS/PD or other available law enforcement will then take over the situation as per their own policy and training.

1. Courtroom Disturbance

If a disturbance takes place in the courtroom that the judge, bailiff or court staff cannot easily defuse, the judge or clerk will activate the panic button or make an intercom or telephone call that will alert the constable or other available law enforcement. Court personnel should not attempt to disarm hostile persons or otherwise take matters into their own hands. In hostage situations, follow the procedure in section B-Hostage Situations (below) as applicable, until help arrives.

Before entering the courtroom, law enforcement personnel will attempt to determine the type of disturbance taking place. If a gun or other weapon is involved, no one shall enter the courtroom. Once on the scene, law enforcement will be in charge and staff shall cooperate with them as requested.

2. Disturbance outside the courtroom

If a disturbance or emergency takes place in a court waiting area or clerk's office, a clerk shall assess the situation, and if the situation warrants it, will call any readily available law enforcement by intercom or telephone.

If a weapon is visible or used, court personnel will (if possible) notify any readily available law enforcement that there is a weapon. Court personnel should not attempt to disarm the hostile person(s) or take matters into their own hands, but should attempt to follow the procedures as outlined in the section of this plan entitled Hostage Situations (below).

B. Hostage Situations

If a hostage situation develops anywhere in the court portion of the building, any readily available law enforcement shall be contacted as quickly as possible.

Instructions for non-hostage personnel

No attempt to free hostages will be taken by court staff.

An attempt will be made to gather as much information as possible about the situation. It should include as much of the following as can be obtained:

- a. Name and description of person(s) taking hostage
- b. Name and description of hostage(s)
- c. Number of people involved
- d. Location of situation
- e. Location of exits and entrances to the area
- f. Description of any weapons being used
- g. Circumstances that bring about the situation

C. Escaping Prisoner

If an escape attempt is made during court, the clerk or judge will activate the alarm or call any available law enforcement. The court staff should be observant as to the prisoner's means of escape, any help he/she received, direction of escape, and other facts that might be helpful to law enforcement. Court staff will not attempt to apprehend the prisoner themselves.

D. Bomb Threat

Extreme caution should always be used with any unusual packages, even when a bomb threat has not been made.

The following steps should be followed by court personnel upon receipt of a bomb threat:

1. During the call, try to learn all you can about the alleged bomb, its location, when it is set to go off, what kind of bomb it is, what it looks like, etc.
2. Have the caller repeat messages, but do not interrupt the caller. Remain calm. Do not put them on hold or transfer the call.
3. When the caller hangs up, immediately call 911.
4. Begin an immediate search of the area for unusual objects, but do not touch any suspicious items. Notify law enforcement when they arrive of the result of search.
5. Calmly notify the judge of threat received. When directed to evacuate, do so quickly but in an orderly manner.
6. Secure all files and money as indicated in Section V, subsection D.

E. Fire

1. Employees will evacuate the building when the fire alarm goes off, closing doors behind them.
2. Any employee who observes dense smoke, fumes, or fire in the building will sound the fire alarm and call 911.

F. Earthquake

If an earthquake occurs during working hours, staff should:

1. Stay inside if they are inside and get under something like a desk, table, permanent doorway, or against an inside wall. Stay away from windows and outside walls.
2. Stay outside if outside and move away from buildings, gas meters, power lines, etc.
3. After the quake is over, stay put until instructed to evacuate or take other action as directed by emergency personnel.
4. Do not re-enter buildings until instructed to do so by appropriate authorities.

G. Hazardous Material and Chemical Spills

Evacuation of the building or other actions after a hazardous material incident or chemical spill will be determined by the Fire Department and hazardous materials specialist(s).

H. Injury or Person needing Medical Attention

The first person to discover someone needing medical attention will:

1. Call 911
2. Administer first aid, seeking competent help from person in the vicinity. Keep the victim as comfortable as possible.
3. Stay with the injured or sick person, reassuring them that help is on the way.
4. See that someone directs the emergency medical responders to the scene.

VII. Evacuations

Prior to evacuation of the building and depending on the nature of the emergency, precautionary measures should be adhered to as listed in Section V, subsection D.

Upon direction by responsible authority to evacuate, all person in the building will be notified to evacuate. Persons should evacuate through the nearest safe exit. Employees will meet in the parking area.

Employees shall note anything or anyone in the building who might need assistance and provide the same.

If a safe door is not available to exit through, trapped employees and other persons, should go to an external window and signal for help. All doors should be closed and sealed tightly to prevent smoke penetration.

The key to evacuation is to remember that human safety must always come first and never be compromised to the security of property.

ORDINANCE No. 2023-29

AN ORDINANCE SETTING THE TIME AND PLACE OF THE REGULAR MEETINGS OF THE CITY COUNCIL, BOARDS, COMMISSIONS AND COMMITTEE MEETINGS OF PLEASANT GROVE CITY FOR THE YEAR 2024 AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

SECTION 1: The meetings of the Pleasant Grove City Council, Boards, Commissions and Committee meetings for the year 2024 shall be held according to the attached schedule (Exhibit “A”).

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

SECTION 3. APPROVED AND ADOPTED AND MADE EFFECTIVE by the City Council or Pleasant Grove City, State of Utah, on this 5th day of December, 2023.

Guy L. Fugal, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____

Second: Council Member _____

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

**CERTIFICATE OF POSTING ORDINANCE
Pleasant Grove City Corporation**

I, the duly appointed recorder for the City of Pleasant Grove, hereby certify that copies of the foregoing Ordinance No. 2023-29 was posted on the State (<http://pmn.utah.gov>) website on this 5th day of December, 2023.

Dated this _____ day of _____, 2023.

Kathy T. Kresser, MMC, City Recorder



NOTICE OF PLEASANT GROVE CITY PUBLIC MEETING SCHEDULE 2024

Arts Commission Meetings:

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

Beautification Commission Meetings:

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

City Council and Work Session meetings:

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

Jan 2nd	May 7th	Sept 3rd
Jan 17th	May 21st	Sept 17th
Feb 6th	June 4th	Oct 1st
Feb 21st	June 25th	Oct 15th
March 5th	July 2nd	Nov 19th
March 19th	July 16th	Dec 3rd
April 9th	Aug 6th	
April 23rd	Aug 20th	

Design Review Board (DRB) Meetings:

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

Development Review Committee (DRC) Meeting:

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

Historical Preservation Committee Meetings:

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

Land Use Hearing Authority:

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

Library Board Meetings:

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

Metropolitan Water District of Pleasant Grove Meetings:

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

Local Building Authority Meetings:

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

Planning Commission Meetings:

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

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

Redevelopment Agency Meetings:

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

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

CERTIFICATE OF POSTING

I certify that the above notice was posted in three public places within the Pleasant Grove City limits on December 14, 2023. Posted at City Hall, Library, Community Room 108 S 100 E and on the State (<http://pmn.utah.gov>) and City’s Website (www.plgrove.org)

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

******Please leave posted until Dec. 31, 2024**

RESOLUTION NO. 2023-059

A RESOLUTION ADOPTING A CERTIFIED TAX RATE FOR THE CITY OF PLEASANT GROVE FOR FISCAL YEAR 2024 (JULY 1, 2023 – JUNE 30, 2024) AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in order to fund government operations, the City levies property taxes sufficient to meet expenses; and

WHEREAS, the City is required to provide the Utah State Tax Commission and Utah County notice of its proposed tax rate in order to properly levy the tax; and

WHEREAS, on June 20, 2023, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and

WHEREAS, on August 1, 2023, the City Council held a duly noticed Truth in Taxation public hearing where the public was invited to speak on the matter, which facts and comments are found in the meeting record; and

WHEREAS, after the Truth in Taxation hearing the City Council adopted a certified tax rate of .001231; and

WHEREAS, on November 21, 2023, the voters of Pleasant Grove City rejected the adopted certified tax rate; and

WHEREAS, Utah State Code requires the City to adopt a new tax rate; and

WHEREAS, on December 5, 2023, the City Council held a public meeting to consider a new Certified Tax Rate for the Year 2023-2024; and

WHEREAS, after considering the facts the council finds: (1) that it should approve the proposed tax rate; and (ii) such action furthers the health, safety, and welfare of the citizens of Pleasant Grove; and

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

SECTION 1. Certified Tax Rate Adopted. The property tax rate required for the Fiscal Year 2023-2024 is adopted as follows:

General Purpose tax rate is 0.001041.

SECTION 2,

1. This resolution is effective immediately and shall be in force upon its adoption.

THIS RESOLUTION APPROVED AND ADOPTED this 5th day of December, 2023
by the City Council of Pleasant Grove City, Utah.

Guy L. Fugal, Mayor

ATTEST: (SEAL)

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____

Second: Council Member _____

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

RESOLUTION NO. 2023 -060

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO SIGN AN AMENDED CONTRACT BETWEEN PLEASANT GROVE CITY AND THE MISS PLEASANT GROVE SCHOLARSHIP PAGEANT FOR THE PURPOSE OF ESTABLISHING THE TERMS OF COOPERATION BETWEEN THE TWO ENTITIES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Miss Pleasant Grove Pageant and Pleasant Grove City have had a long standing relationship fostering service and scholarship opportunities for young women; and

WHEREAS, Miss Pleasant Grove is affiliated with the Miss Utah and Miss America pageant programs; and

WHEREAS; Miss Pleasant Grove participants render benefit to City by providing community service and by promoting Pleasant Grove City statewide; and

WHEREAS, scholarship programs such as Miss Pleasant Grove help youth learn creativity, confidence, problem solving skills, perseverance, dedication and accountability; and

WHEREAS; Miss Pleasant Grove Pageant program desires to provide youth with a quality experience; and

WHEREAS, City desires to support such programs, but does not have the financial resources to fully fund the program within existing budget restraints; and

WHEREAS, City and Miss Pleasant Grove have determined that it is in the best interest of both Parties to cooperate in a contractual manner moving forward; and

WHEREAS, Miss Pleasant Grove Pageant has obtained separate tax exempt status from the IRS; and

WHEREAS, City and Miss Pleasant Grove Pageant have previously entered into a Sponsorship Agreement in 2018;

WHEREAS, said Agreement had a five-year term and it is necessary to amend the original Agreement; and

WHEREAS, Miss Pleasant Grove Pageant desires to establish a new Miss Pleasant Grove Outstanding Teen program; and

WHEREAS, City is political subdivision of the state and is a municipal corporation organized under the laws of the State of Utah; and

WHEREAS, the City Council of Pleasant Grove City have determined that it is in the best interests of the citizens of the city to support the program due to the many service, social and academic benefits such programs provide; and

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

SECTION 1:

The Mayor is hereby authorized to sign the Amended Sponsorship Contract with Miss Pleasant Grove Scholarship Pageant which is attached as Exhibit A.

SECTION 2:

The provisions of this Resolution shall take effect immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH, this 5th day of December, 2023.

Mayor Guy L. Fugal

ATTEST:

(SEAL)

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____

Second: Council Member _____

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

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	11102023	PD/DUES	11/10/2023	414.00	.00	
4614	L.N. CURTIS & SONS	763241	PD/PERSONAL SUPPLIES	11/08/2023	615.57	.00	
10-15820 SDA EXPENSE ACCOUNT							
7062	ROCKY MOUNTAIN POW	11062023	MULTI DEPT/ELECTRICITY EXPENS	11/06/2023	277.13	.00	
10-21230 STATE INSURANCE PAYABLE							
8954	UTAH LOCAL GOVT. INS.	1610370	WORKERS COMP	11/13/2023	8,450.78	.00	
10-21245 VISION INSURANCE PAYABLE							
8070	SUPERIOR VISION SERVI	772585	VISION INSURANCE	11/01/2023	1,584.97	.00	
10-21355 CASH BONDS (NEW)							
1992	COOK, GREG	11152023	CONSTRUCTION BOND RELEASE	11/15/2023	103,500.00	.00	
5722	NORTON, JON	11152023	CONSTRUCTION BOND RELEASE	11/15/2023	52,150.00	.00	
5722	NORTON, JON	11162023	CONSTRUCTION BOND INTEREST	11/15/2023	4,104.04	.00	
8144	TAYSIDE FARM, LLC	11152023	CONSTRUCTION BOND RELEASE	11/15/2023	152,500.00	.00	
8144	TAYSIDE FARM, LLC	11162023	CONSTRUCTION BOND INTEREST	11/15/2023	14,707.00	.00	
10-21510 COURT BAIL							
6555	PROVO CITY JUSTICE C	11072023	CASE TRANSFER 235004768	11/07/2023	680.00	.00	
10-24260 AMER. FAMILY LIFE PAYABLE							
9288	WASHINGTON NATIONAL	P2376299	INSURANCE PREMIUM	11/01/2023	309.90	.00	
10-24300 COURT CHARGES CLEARING-35%							
9003	UTAH STATE TREASURE	10312023	COURT/STATE FUNDS	10/31/2023	2,582.72	.00	
10-24302 COURT SECURITY SURCHARGE-STATE							
9003	UTAH STATE TREASURE	10312023	COURT/STATE FUNDS	10/31/2023	5,133.73	.00	
10-24305 COURT CHARGES CLEARING-85%							
9003	UTAH STATE TREASURE	10312023	COURT/STATE FUNDS	10/31/2023	3,126.17	.00	
10-34-280 AMBULANCE FEES							
3350	GOLD CROSS SERVICES	3476	AMBULANCE BILLING SERVICES	10/31/2023	2,579.58	.00	
Total :					352,715.59	.00	
JUDICIAL							
10-42-240 OFFICE EXPENSE							
1892	COLONIAL FLAG & SPECI	0305271	JUDICIAL/UTAH FLAG	11/09/2023	119.17	.00	
2122	CULLIGAN BOTTLED WA	465X23357801	JUDICIAL/DRINKING WATER	10/31/2023	33.05	.00	
10-42-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	11012023	JUDICIAL/PHONE EXPENSE	11/01/2023	118.42	.00	
10-42-330 PROFESSIONAL SERVICES							
222	ALL PRO SECURITY LLC	2023-2511	JUDICIAL/CONSTABLES	11/03/2023	149.60	.00	
Total JUDICIAL:					420.24	.00	
NON-DEPARTMENTAL							
10-43-220 PRINTING AND PUBLICATION							
3151	FREEDOM MAILING SER	46538	NEWSLETTERS	11/03/2023	83.09	.00	
8730	UPPER CASE PRINTING,	1093	MENU PRINTING EXPENSE	11/03/2023	265.35	.00	
8730	UPPER CASE PRINTING,	1093	NEWSLETTER PRINTING	11/03/2023	1,015.65	.00	
10-43-310 LEGAL SERVICES							
4376	JOHN H. JACOBS P.C.	10312023	LEGAL SERVICES	10/31/2023	10,214.45	.00	
7983	STEVENS & GAILEY	12684	LEGAL SERVICES	11/02/2023	1,130.00	.00	
10-43-320 AUDIT							
3630	HANSEN, BRADSHAW, M	17083	AUDIT SERVICES	10/31/2023	13,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-43-510 INSURANCE & BONDS							
8954	UTAH LOCAL GOVT. INS.	1567926	AUTO DAMAGE ENDORSEMENT	10/16/2023	740.85-	.00	
10-43-610 MISCELLANEOUS EXPENSE							
3151	FREEDOM MAILING SER	46538	EXTRA INSERTS	11/03/2023	73.86	.00	
10-43-760 TECHNOLOGY							
1480	CENTRACOM INTERACTI	11012023	INTERNET SERVICE	11/01/2023	755.00	.00	
4747	LES OLSON COMPANY	EA1339020	MONTHLY CONTRACTED SERVICE	11/09/2023	1,195.80	.00	
7070	ROCK MOUNTAIN TECHN	6852	SERVICE AGREEMENT	11/01/2023	7,874.00	.00	
9018	UTAH TRANSPARENCY S	2023-30	QUARTERLY UPLOAD	11/07/2023	250.00	.00	
9040	UTOPIA FIBER	CIV202311-033	INTERNET SERVICE	11/01/2023	715.00	.00	
Total NON-DEPARTMENTAL:					35,831.35	.00	
LEGAL SERVICES							
10-44-220 PUBLICATION EXPENSE							
5091	MATTHEW BENDER & CO	38757443	LEGAL/UT CODE ANNO 23 RVOLS 2	10/16/2023	459.03	.00	
5091	MATTHEW BENDER & CO	38903091	LEGAL/UT COURT RULES 2023 SUP	10/26/2023	94.73	.00	
5091	MATTHEW BENDER & CO	72309/49	LEGAL/CREDIT	08/30/2023	90.38-	.00	
10-44-400 PROFESSIONAL SERVICES							
3657	HANSEN LAW	45841	LEGAL SERVICES	10/25/2023	196.90	.00	
10-44-760 TECHNOLOGY							
6845	RELX INC.	3094794036	LEGAL/SUBSCRIPTION	10/31/2023	243.00	.00	
Total LEGAL SERVICES:					903.28	.00	
ADMINISTRATIVE SERVICES							
10-46-250 VEHICLE EXPENSE							
3166	FUELMAN	65386143	MULTI DEPT/VEHICLE FUEL EXPEN	11/06/2023	19.53	.00	
10-46-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	11012023	CITY HALL/PHONE EXPENSE	11/01/2023	379.33	.00	
10-46-740 EQUIPMENT							
4747	LES OLSON COMPANY	EQ646441	SHARP COLOR PRINTER	11/09/2023	750.00	.00	
10-46-930 COMMUNITIES THAT CARE GRANT							
3406	GORSKI, KIRSTEN	0140	CTC/SHIRTS	11/09/2023	225.00	.00	
6690	R&R PARTNERS, INC.	289151	CTC/WEBSITE MAINTENANCE	06/16/2023	240.00	.00	
7070	ROCK MOUNTAIN TECHN	6852	CTC/DESKTOP COMPUTER	11/01/2023	853.17	.00	
Total ADMINISTRATIVE SERVICES:					2,467.03	.00	
FACILITIES							
10-47-250 VEHICLE							
3166	FUELMAN	65386143	MULTI DEPT/VEHICLE FUEL EXPEN	11/06/2023	143.73	.00	
10-47-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	127.12	.00	
10-47-510 CITY HALL - HEATING EXPENSE							
2465	DOMINION ENERGY	11132023	MULTI DEPT/HEATING EXPENSE	11/13/2023	124.31	.00	
10-47-520 CITY HALL - POWER EXPENSE							
7062	ROCKY MOUNTAIN POW	11062023	MULTI DEPT/ELECTRICITY EXPENS	11/06/2023	1,256.09	.00	
10-47-530 CITY HALL - BLDG MAINTENANCE							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	34.65	.00	
10-47-550 PARKS - LIGHTS							
7062	ROCKY MOUNTAIN POW	11062023	MULTI DEPT/ELECTRICITY EXPENS	11/06/2023	293.88	.00	
10-47-560 PARKS - BUILDING MAINTENANCE							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	4.81	.00	
970	BJ PLUMBING SUPPLY	001013765	BUILDING MAINTENANCE	11/06/2023	199.95	.00	
1870	CODALE ELECTRIC SUP	S008287021.0	BUILDING MAINTENANCE	11/07/2023	27.63	.00	
1870	CODALE ELECTRIC SUP	S008287021.0	BUILDING MAINTENANCE	11/07/2023	82.89	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-47-570 COMM DEV - BLDG MAINTENANCE							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	109.13	.00	
10-47-580 OLD BELL SCHOOL - HEATING							
2465	DOMINION ENERGY	11132023	MULTI DEPT/HEATING EXPENSE	11/13/2023	70.81	.00	
10-47-590 OLD BELL SCHOOL - BLDG MAINT							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	524.11	.00	
10-47-600 POLICE - HEATING							
2465	DOMINION ENERGY	11132023	MULTI DEPT/HEATING EXPENSE	11/13/2023	120.35	.00	
10-47-620 POLICE - BLDG MAINT							
8376	TK ELEVATOR CORPORA	3007503158	PD/ELEVATOR MAINTENANCE	10/01/2023	728.64	.00	
10-47-640 FIRE/AMBULANCE - HEATING							
2465	DOMINION ENERGY	11132023	MULTI DEPT/HEATING EXPENSE	11/13/2023	546.55	.00	
10-47-650 FIRE/AMBULANCE - POWER							
7062	ROCKY MOUNTAIN POW	11062023	MULTI DEPT/ELECTRICITY EXPENS	11/06/2023	1,287.37	.00	
10-47-660 FIRE/AMBULANCE - BLDG MAINT							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	16.50	.00	
10-47-680 CEMETERY BLDG - HEATING							
2465	DOMINION ENERGY	11132023	MULTI DEPT/HEATING EXPENSE	11/13/2023	203.65	.00	
10-47-690 CEMETERY BLDG - POWER							
7062	ROCKY MOUNTAIN POW	11062023	MULTI DEPT/ELECTRICITY EXPENS	11/06/2023	177.07	.00	
10-47-710 LIBRARY/SENIOR - HEATING							
2465	DOMINION ENERGY	11132023	MULTI DEPT/HEATING EXPENSE	11/13/2023	223.64	.00	
10-47-720 LIBRARY/SENIOR - POWER							
7062	ROCKY MOUNTAIN POW	11062023	MULTI DEPT/ELECTRICITY EXPENS	11/06/2023	737.34	.00	
10-47-730 LIBRARY/SENIOR - BLDG MAINT							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	44.80	.00	
8376	TK ELEVATOR CORPORA	3007503161	LIB/ELEVATOR MAINTENANCE	10/01/2023	752.55	.00	
10-47-750 PUMP HOUSE - HEATING							
2465	DOMINION ENERGY	11132023	MULTI DEPT/HEATING EXPENSE	11/13/2023	37.41	.00	
2465	DOMINION ENERGY	11132023	MULTI DEPT/HEATING EXPENSE	11/13/2023	75.58	.00	
10-47-760 PUBLIC WORKS - HEATING							
2465	DOMINION ENERGY	11132023	MULTI DEPT/HEATING EXPENSE	11/13/2023	803.80	.00	
2465	DOMINION ENERGY	11132023	MULTI DEPT/HEATING EXPENSE	11/13/2023	20.67	.00	
10-47-770 PUBLIC WORKS - POWER							
7062	ROCKY MOUNTAIN POW	11062023	MULTI DEPT/ELECTRICITY EXPENS	11/06/2023	602.79	.00	
10-47-790 RENTAL PROPERTY EXPENSES							
2465	DOMINION ENERGY	11132023	MULTI DEPT/HEATING EXPENSE	11/13/2023	87.43	.00	
7062	ROCKY MOUNTAIN POW	11062023	MULTI DEPT/ELECTRICITY EXPENS	11/06/2023	199.84	.00	
10-47-810 SR CENTER - HEATING							
2465	DOMINION ENERGY	11132023	MULTI DEPT/HEATING EXPENSE	11/13/2023	113.59	.00	
10-47-820 SR CENTER - POWER							
7062	ROCKY MOUNTAIN POW	11062023	MULTI DEPT/ELECTRICITY EXPENS	11/06/2023	308.95	.00	
10-47-830 SR CENTER - BLDG MAINT							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	25.28	.00	
8376	TK ELEVATOR CORPORA	3007524853	SR. CENTER/ELEVATOR MAINTENA	10/01/2023	667.05	.00	
10-47-845 LIONS CENTER HEATING							
2465	DOMINION ENERGY	11132023	MULTI DEPT/HEATING EXPENSE	11/13/2023	232.25	.00	
10-47-910 ARTS - POWER							
7062	ROCKY MOUNTAIN POW	11062023	MULTI DEPT/ELECTRICITY EXPENS	11/06/2023	127.62	.00	
10-47-920 HISTORIC LIBRARY-HEATING							
2465	DOMINION ENERGY	11132023	MULTI DEPT/HEATING EXPENSE	11/13/2023	139.65	.00	
10-47-930 HISTORIC LIBRARY - POWER							
7062	ROCKY MOUNTAIN POW	11062023	MULTI DEPT/ELECTRICITY EXPENS	11/06/2023	35.45	.00	
Total FACILITIES:					11,314.93	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ENGINEERING							
10-51-250 VEHICLE EXPENSE							
3166	FUELMAN	65386143	MULTI DEPT/VEHICLE FUEL EXPEN	11/06/2023	467.27	.00	
10-51-333 TRANSPORTATION MASTER PLAN							
3970	HORROCKS ENGINEERS	79959	TRANSPORTATION MASTER PLAN	09/11/2023	4,138.00	.00	
10-51-745 SIGNALS & FLASHERS							
7062	ROCKY MOUNTAIN POW	11062023	MULTI DEPT/ELECTRICITY EXPENS	11/06/2023	257.66	.00	
10-51-760 TECHNOLOGY							
7070	ROCK MOUNTAIN TECHN	6852	ENG/SURFACE PRO	11/01/2023	3,387.58	.00	
Total ENGINEERING:					8,250.51	.00	
COMMUNITY DEVELOPMENT							
10-52-250 VEHICLE EXPENSE							
3166	FUELMAN	65386143	MULTI DEPT/VEHICLE FUEL EXPEN	11/06/2023	186.57	.00	
10-52-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	11012023	COM DEV/PHOENE EXPENSE	11/01/2023	225.82	.00	
10-52-332 PROFESSIONAL SERVICES							
9365	WEST COAST CODE CO	UT23-599-002	COM DEV/INSPECTION SERVICES	11/02/2023	2,433.19	.00	
10-52-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	70.92	.00	
Total COMMUNITY DEVELOPMENT:					2,916.50	.00	
POLICE DEPARTMENT							
10-54-240 OFFICE EXPENSE							
2122	CULLIGAN BOTTLED WA	465X23324504	PD/BOTTLED WATER	10/31/2023	44.25	.00	
10-54-250 VEHICLE EXPENSE							
2441	DISCOUNT TIRE CO.	8139760	PD/NEW TIRES	11/06/2023	1,044.92	.00	
3166	FUELMAN	65386143	MULTI DEPT/VEHICLE FUEL EXPEN	11/06/2023	10,577.89	.00	
3166	FUELMAN	65386143	MULTI DEPT/VEHICLE FUEL EXPEN	11/06/2023	283.54	.00	
3468	GREASE MONKEY #790	290493	PD/VEHICLE MAINTENANCE	08/18/2023	90.45	.00	
3468	GREASE MONKEY #790	291903	PD/VEHICLE MAINTENANCE	09/20/2023	90.45	.00	
3468	GREASE MONKEY #790	293844	PD/VEHICLE MAINTENANCE	11/06/2023	90.45	.00	
3468	GREASE MONKEY #790	293864	PD/VEHICLE MAINTENANCE	11/07/2023	90.45	.00	
7052	ROCKY MOUNTAIN COLL	29402	PD/VEHICLE REPAIR-DEDUCTIBLE	03/27/2023	500.00	.00	
10-54-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	11012023	PD/PHONE EXPENSE	11/01/2023	760.55	.00	
1518	CENTURY LINK	10282023	PD/ALARM PHONE LINE	10/28/2023	82.38	.00	
1518	CENTURY LINK	10282023	PD/ALARM PHONE LINE	10/28/2023	82.38	.00	
1518	CENTURY LINK	10282023	PD/ELEVATOR PHONE LINE	10/28/2023	69.82	.00	
10-54-440 K9 SUPPLIES							
8394	TIMPANOGOS ANIMAL H	913817937	PD/CANINE SURGERY	11/10/2023	673.91	.00	
10-54-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	59.09	.00	
812	BATTERIES PLUS BULBS	11072023	PD/DEPARTMENTAL SUPPLIES	11/07/2023	33.85	.00	
4655	LANGUAGE LINE SERVIC	11142175	PD/INTERPRETATION	10/31/2023	153.97	.00	
5033	MACEYS	381901	PD/DEPARTMENTAL SUPPLIES	10/10/2023	63.58	.00	
7554	SMITH DRUG COMPANY	65863134	FIRE/DEPARTMENTAL SUPPLIES	10/31/2023	230.44	.00	
8361	THOMSON REUTERS - W	849210018	PD/DATA BASE CHARGES	11/01/2023	258.30	.00	
10-54-650 NOVA EXPENSES (DARE)							
5033	MACEYS	381939	PD/NOVA EXPENSE	11/03/2023	24.71	.00	
10-54-740 EQUIPMENT							
7220	SALT LAKE WHOLESAL	63749	PD/GLOCK	11/03/2023	282.99	.00	
Total POLICE DEPARTMENT:					15,021.29	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
FIRE DEPARTMENT							
10-55-250 VEHICLE EXPENSE							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	19.31	.00	
675	AUTO ZONE STORES, IN	6231305731	FIRE/VEHICLE MAINTENANCE	11/14/2023	6.04	.00	
3166	FUELMAN	65386143	MULTI DEPT/VEHICLE FUEL EXPEN	11/06/2023	2,991.92	.00	
4674	LARRY H MILLER SUPER	672491	FIRE/VEHICLE REPAIR	11/15/2023	9,572.92	.00	
6278	PLEASANT GROVE BIG O	044250-55601	FIRE/VEHICLE EXPENSE	11/02/2023	29.95	.00	
6526	PROFESSIONAL SALES A	30630	FIRE/AMBULANCE REPAIR	10/30/2023	213.19	.00	
7449	SIDDONS MARTIN EMER	8234	FIRE/VEHICLE EXPENSE	10/20/2023	1,017.72	.00	
10-55-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	11012023	FIRE/PHONE EXPENES	11/01/2023	209.32	.00	
9131	VERIZON WIRELESS	9948247100	FIRE/CELL PHONE EXPENSE	10/02/2023	891.15	.00	
10-55-300 UNIFORM EXPENSE							
507	APPARATUS EQUIPMENT	23-IV-6258	FIRE/UNIFORM EXPENSE	10/17/2023	375.55	.00	
4614	L.N. CURTIS & SONS	CM39508	FIRE/EQUIPMENT EXPENSE	10/26/2023	349.95	.00	
10-55-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	99.45	.00	
1060	BOUNDTREE MEDICAL, L	85134658	FIRE/DEPARTMENTAL SUPPLIES	10/25/2023	162.64	.00	
1060	BOUNDTREE MEDICAL, L	85143965	FIRE/DEPARTMENTAL SUPPLIES	11/02/2023	161.99	.00	
1060	BOUNDTREE MEDICAL, L	85148508	FIRE/DEPARTMENTAL SUPPLIES	11/07/2023	674.02	.00	
1060	BOUNDTREE MEDICAL, L	85150051	FIRE/DEPARTMENTAL SUPPLIES	11/08/2023	126.74	.00	
1060	BOUNDTREE MEDICAL, L	85154372	FIRE/DEPARTMENTAL SUPPLIES	11/13/2023	37.49	.00	
1060	BOUNDTREE MEDICAL, L	85155953	FIRE/DEPARTMENTAL SUPPLIES	11/14/2023	119.99	.00	
2123	CULLIGAN WATER COND	465X23313705	FIRE/WATER CONDITIONING	10/31/2023	147.50	.00	
4019	HUMPHRIES, INC.	RT23100951	MULTI DEPT/CYLINDER RENTAL	10/31/2023	153.14	.00	
8170	TELEFLEX LLC	9507664960	FIRE/DEPARTMENTAL SUPPLIES	11/06/2023	562.50	.00	
10-55-740 EQUIPMENT							
507	APPARATUS EQUIPMENT	23-IV-6254	FIRE/EQUIPMENT	10/13/2023	412.38	.00	
10-55-760 TECHNOLOGY							
162	ALADTEC, INC.	306331	FIRE/ANNUAL MANAGER SYSTEM	11/02/2023	3,180.00	.00	
Total FIRE DEPARTMENT:					20,814.96	.00	
ANIMAL CONTROL							
10-57-250 VEHICLE EXPENSE							
3166	FUELMAN	65386143	MULTI DEPT/VEHICLE FUEL EXPEN	11/06/2023	195.76	.00	
10-57-300 UNIFORM EXPENSE							
9420	WESTPRO, INC.	56668	ACO/UNIFORMS	11/02/2023	1,433.00	.00	
Total ANIMAL CONTROL:					1,628.76	.00	
STREETS							
10-60-250 VEHICLE EXPENSE							
1460	CATE RENTAL & SALES,	A37854	STR/WAND ASSEMBLY	10/12/2023	616.52	.00	
3166	FUELMAN	65386143	MULTI DEPT/VEHICLE FUEL EXPEN	11/06/2023	1,323.07	.00	
5833	O'REILLY AUTOMOTIVE I	3623-104489	STR/VEHICLE EXPENSE	10/31/2023	15.26	.00	
6278	PLEASANT GROVE BIG O	044250-55631	STR/VEHICLE EXPENSE	11/03/2023	64.08	.00	
6278	PLEASANT GROVE BIG O	044250-56264	STR/VEHICLE EXPENSE	11/14/2023	1,058.76	.00	
7122	R.P.M AUTO PARTS	402135	STR/VEHICLE MAINTENANCE	10/11/2023	23.74	.00	
7498	SIX STATES DISTRIBUTO	277-0016012	STREET/VEHICLE EXPENSE	10/25/2023	93.36	.00	
10-60-275 STREET LIGHT POWER							
972	BLACK & McDONALD	76-1526277	STREET LIGHT MAINTENANCE	08/31/2023	5,923.96	.00	
7062	ROCKY MOUNTAIN POW	10302023	STREET LIGHTS	10/30/2023	116.27	.00	
7062	ROCKY MOUNTAIN POW	11062023	MULTI DEPT/ELECTRICITY EXPENS	11/06/2023	2,758.26	.00	
10-60-277 Street Light Installation Dev							
972	BLACK & McDONALD	76-1554627	STREET LIGHT INSTALLATION	10/31/2023	5,456.06	.00	
972	BLACK & McDONALD	76-1555333	STREET LIGHT INSTALLATION	10/31/2023	10,598.38	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
972	BLACK & McDONALD	76-1555481	STREET LIGHT INSTALLATION	10/31/2023	31,501.02	.00	
10-60-278 STREET LIGHT MAINTENANCE							
972	BLACK & McDONALD	76-1533015	STREET LIGHT MAINTENANCE	09/20/2023	438.80	.00	
10-60-420 SIDEWALKS							
6447	PRECISION CONCRETE	UT32385UM	STR/TRIP HAZARDS REMOVAL	11/13/2023	3,979.88	.00	
6447	PRECISION CONCRETE	UT81029UM	STR/TRIP HAZARDS REMOVAL	11/13/2023	1,000.49	.00	
10-60-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	80.37	.00	
1860	COBALT REFRIGERATIO	49927	STR/DEPARTMENTAL SUPPLIES	10/23/2023	365.00	.00	
2330	DCD TRANSFER -LINDON	22013	STR/CONCRETE	11/12/2023	120.00	.00	
4019	HUMPHRIES, INC.	RT23100951	MULTI DEPT/CYLINDER RENTAL	10/31/2023	35.34	.00	
5833	O'REILLY AUTOMOTIVE I	3623-101601	STR/VEHICLE EXPENSE	10/11/2023	27.98	.00	
5870	OUT BACK GRAPHICS LL	19758	STR/DEPARTMENTAL SUPPLIES	10/20/2023	65.80	.00	
10-60-610 MISCELLANEOUS EXPENSE							
4225	INTERMOUNTAIN WORK	3465062	STREET/PHYSICAL EXAM	11/16/2023	70.00	.00	
Total STREETS:					65,732.40	.00	
LIBRARY							
10-65-240 OFFICE EXPENSE							
2122	CULLIGAN BOTTLED WA	465X23411400	LIB/BOTTLED WATER	10/31/2023	30.35	.00	
5729	ODP BUSINESS Solutio	336971628001	LIB/OFFICE SUPPLIES	10/27/2023	67.42	.00	
5729	ODP BUSINESS Solutio	340178527001	LIB/OFFICE SUPPLIES	10/30/2023	10.00-	.00	
8158	TECH LOGIC CORPORAT	21000312	LIB/THERMAL PAPER	11/03/2023	168.64	.00	
10-65-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	11012023	LIB/PHONE EXPENSE	11/01/2023	270.78	.00	
1518	CENTURY LINK	10282023	LIB/ELEVATOR LINE	10/28/2023	89.04	.00	
10-65-420 PROGRAMING							
5033	MACEYS	374978	LIB/SUPPLIES	11/10/2023	26.42	.00	
5033	MACEYS	381937	LIB/SUPPLIES	11/03/2023	13.98	.00	
10-65-480 BOOKS							
6700	RAINBOW BOOKS, INC.	236706	LIB/BOOKS	10/26/2023	146.78	.00	
10-65-485 AUDIO/VISUAL MATERIALS							
6270	PLAYAWAY PRODUCTS L	446099	LIB/AUDIO BOOKS	11/08/2023	25.98	.00	
6270	PLAYAWAY PRODUCTS L	446254	LIB/AUDIO MATERIALS	11/13/2023	299.23	.00	
10-65-610 MISCELLANEOUS EXP.							
3571	GURR'S COPYTEC	64385	LIB/POSTER	11/02/2023	6.72	.00	
3571	GURR'S COPYTEC	64387	LIB/POSTER	11/02/2023	6.72	.00	
10-65-640 PROCESSING							
2395	DEMCO, INC.	7389782	LIB/ASSORTED SUPPLIES	10/27/2023	92.18	.00	
2395	DEMCO, INC.	7391519	LIB/ASSORTED SUPPLIES	10/31/2023	434.87	.00	
2395	DEMCO, INC.	7396291	LIB/FEDERAL GRANT	11/09/2023	133.15	.00	
10-65-760 TECHNOLOGY							
2733	ENVISIONWARE, INC.	68217	LIB/ENVISIONWARE RENEWAL	11/01/2023	540.91	.00	
Total LIBRARY:					2,343.17	.00	
SR. CITIZEN CTR & AUDITORIUM							
10-67-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	11012023	SC/PHONE EXPENSE	11/01/2023	75.46	.00	
Total SR. CITIZEN CTR & AUDITORIUM:					75.46	.00	
PARKS							
10-70-200 MOWER EXPENSE							
3166	FUELMAN	65386143	MULTI DEPT/VEHICLE FUEL EXPEN	11/06/2023	766.42	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-70-250 VEHICLE EXPENSE							
675	AUTO ZONE STORES, IN	6231293454	PARK/VEHICLE EXPENSE	10/25/2023	39.98	.00	
675	AUTO ZONE STORES, IN	6231293456	PARK/VEHICLE EXPENSE	10/25/2023	40.18	.00	
675	AUTO ZONE STORES, IN	62312949727	PARK/VEHICLE EXPENSE	10/27/2023	28.97	.00	
3166	FUELMAN	65386143	MULTI DEPT/VEHICLE FUEL EXPEN	11/06/2023	1,536.54	.00	
10-70-280 TELEPHONE							
1480	CENTRACOM INTERACTI	11012023	CEM/PHONE EXPENS	11/01/2023	53.98	.00	
10-70-320 SPRINKLER & LANDSCAPE							
81	ACE INTERMOUNTAIN R	13515	PARK/WASTE REMOVAL	10/31/2023	112.00	.00	
10-70-340 DIAMOND CREW SUPPLIES							
2766	EWING IRRIGATION PRO	20946013	PARK/WAFFLE BTM HOME PLATE	10/31/2023	112.00	.00	
10-70-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	435.96	.00	
675	AUTO ZONE STORES, IN	6231296480	PARK/DEPARTMENTAL SUPPLIES	10/30/2023	22.75	.00	
4019	HUMPHRIES, INC.	RT23100951	MULTI DEPT/CYLINDER RENTAL	10/31/2023	35.34	.00	
10-70-670 SAFETY EQUIP. & SUPPLIES							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	166.94	.00	
1760	CINTAS CORP	5181949324	PARK/DEPARTMENTAL SUPPLIES	10/30/2023	109.99	.00	
10-70-750 CHRISTMAS LIGHTS							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	679.56	.00	
7798	SPRINKLER WORLD	UVF109	PARK/CHRISTMAS LIGHTS	11/02/2023	300.00	.00	
Total PARKS:					4,440.61	.00	
RECREATION							
10-71-250 VEHICLE EXPENSE							
973	BLACK CANYON SIGNS, I	5248	REC/VEHICLE MAGNETS	09/28/2023	76.00	.00	
10-71-270 POWER EXPENSE							
7062	ROCKY MOUNTAIN POW	11062023	MULTI DEPT/ELECTRICITY EXPENS	11/06/2023	353.14	.00	
10-71-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	11012023	REC/PHONE EXPENSE	11/01/2023	244.78	.00	
1518	CENTURY LINK	10282023	REC/MONITORING & ALARM LINES	10/28/2023	279.28	.00	
10-71-480 DEPARTMENTAL SUPPLIES							
4019	HUMPHRIES, INC.	RT23100951	MULTI DEPT/CYLINDER RENTAL	10/31/2023	11.78	.00	
Total RECREATION:					964.98	.00	
LEISURE SERVICES							
10-72-250 VEHICLE							
3166	FUELMAN	65386143	MULTI DEPT/VEHICLE FUEL EXPEN	11/06/2023	81.21	.00	
10-72-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	266.73	.00	
Total LEISURE SERVICES:					347.94	.00	
CUSTODIAL SERVICES							
10-74-250 VEHICLE							
3166	FUELMAN	65386143	MULTI DEPT/VEHICLE FUEL EXPEN	11/06/2023	122.50	.00	
10-74-420 CONTRACTED SERVICES							
4316	JANI-KING OF SALT LAKE	11230106	CLEANING SERVICES	11/01/2023	1,350.00	.00	
4316	JANI-KING OF SALT LAKE	11230241	CLEANING SERVICES	11/01/2023	2,821.50	.00	
10-74-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	37.18	.00	
Total CUSTODIAL SERVICES:					4,331.18	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total GENERAL FUND:					530,520.18	.00	
CLASS C ROAD FUND							
EXPENDITURES							
20-40-480 DEPARTMENTAL SUPPLIES							
3312	GENEVA ROCK PRODUC	2735013	CLASS C ROADS/ASPHALT	10/17/2023	921.60	.00	
3312	GENEVA ROCK PRODUC	2735829	CLASS C ROADS/ASPHALT	10/18/2023	713.40	.00	
3312	GENEVA ROCK PRODUC	2736659	CLASS C ROADS/ASPHALT	10/19/2023	621.60	.00	
3312	GENEVA ROCK PRODUC	2739034	CLASS C ROADS/ASPHALT	10/24/2023	2,978.40	.00	
3312	GENEVA ROCK PRODUC	2739793	CLASS C ROADS/ASPHALT	10/25/2023	1,203.60	.00	
3312	GENEVA ROCK PRODUC	2743099	CLASS C ROADS/ASPHALT	11/01/2023	732.00	.00	
3312	GENEVA ROCK PRODUC	2747068	CLASS C ROADS/ASPHALT	11/09/2023	352.20	.00	
7852	STAKER & PARSON COM	6235975	CLASS C ROADS/CONCRETE	10/31/2023	849.85	.00	
20-40-806 VALLEY VIEW SRTS							
5260	MILLER PAVING, INC.	41776	CLASS C ROADS/ASPHALT PAVING	08/28/2023	22,380.00	.00	
20-40-808 2600 North Reconstruction							
6760	RB & G ENGINEERING, I	230154	CLASS C ROADS/2600 N STREET I	11/06/2023	34,730.00	.00	
7852	STAKER & PARSON COM	213151	2600 N IMPROVEMENTS	11/02/2023	872,885.99	.00	
20-40-814 ROADWAY STRIPING							
252	ALL STAR STRIPING LLC	6052	CLASS C ROADS/STREET STRIPIN	11/03/2023	12,501.93	.00	
Total EXPENDITURES:					950,870.57	.00	
Total CLASS C ROAD FUND:					950,870.57	.00	
CEMETERY							
22-70-250 VEHICLE							
3166	FUELMAN	65386143	MULTI DEPT/VEHICLE FUEL EXPEN	11/06/2023	936.90	.00	
Total :					936.90	.00	
Total CEMETERY:					936.90	.00	
LOCAL BLDG AUTH OF P.G. FUND							
EXPENDITURES							
42-40-490 THE RUTH (HCT) PROJECT							
4691	LAYTON CONSTRUCTIO	2210140017	HALE THEATER	10/31/2023	1,911,059.15	.00	
Total EXPENDITURES:					1,911,059.15	.00	
Total LOCAL BLDG AUTH OF P.G. FUND:					1,911,059.15	.00	
STORM DRAIN UTILITY FUND							
GENERAL GOVERNMENT							
48-41-250 VEHICLE EXPENSE							
3166	FUELMAN	65386143	MULTI DEPT/VEHICLE FUEL EXPEN	11/06/2023	2,139.63	.00	
4727	LEGACY EQUIPMENT CO	00113669	STRM DRN/VECHICLE EXPENSE	10/31/2023	1,139.56	.00	
48-41-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	153.67	.00	
974	BISCO	1680772	STRM DRN/DEPARTMENTAL SUPPL	10/25/2023	25.33	.00	
2192	D AND L SUPPLY CO., IN	150679	STRM DRN/DEPARTMENTAL SUPPL	10/13/2023	884.00	.00	
48-41-610 MISCELLANEOUS EXPENSE							
3151	FREEDOM MAILING SER	46538	UTILITY BILL MAILING	11/03/2023	612.60	.00	
7062	ROCKY MOUNTAIN POW	11062023	MULTI DEPT/ELECTRICITY EXPENS	11/06/2023	35.82	.00	
48-41-765 SOFTWARE LICENSING							
9037	UTILISYNC, LLC	1485	BLUE STAKES SOFTWARE	01/20/2023	1,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
9037	UTILISYNC, LLC	1576	BLUE STAKES SOFTWARE	11/14/2023	1,000.00	.00	
Total GENERAL GOVERNMENT:					6,990.61	.00	
Total STORM DRAIN UTILITY FUND:					6,990.61	.00	
CAPITAL PROJECTS FUND							
EXPENDITURES							
49-40-101 FIRE 2024							
4421	JUST 4 FUN MOTORSPO	14239	FIRE/EQUIPMENT	10/31/2023	2,199.99	.00	
Total EXPENDITURES:					2,199.99	.00	
49-60-402 FACILITIES 2024							
3982	HOYTS TILE	11062023	PARK BATHROOM TILE FLOORS	11/06/2023	11,250.00	.00	
49-60-701 RECREATION 2024							
6525	PROFESSIONAL HEATIN	80923	REC/INSTALL HEAT PUMP SPLIT SY	10/25/2023	12,450.00	.00	
Total :					23,700.00	.00	
MISC PROJECTS							
49-90-502 ADMIN 2023							
2830	FARNWORTH CONCRET	7572	G MT PROJECTS	11/02/2023	235,000.00	.00	
49-90-601 HISTORIC CITY HALL							
887	BIG D CONSTRUCTION	72925	HISTORIC CITY HALL RESTORATIO	10/31/2023	105,204.83	.00	
Total MISC PROJECTS:					340,204.83	.00	
Total CAPITAL PROJECTS FUND:					366,104.82	.00	
WATER FUND							
EXPENDITURES							
51-40-240 OFFICE EXPENSE							
3151	FREEDOM MAILING SER	46538	UTILITY BILL MAILING	11/03/2023	1,225.18	.00	
51-40-250 VEHICLE EXPENSE							
675	AUTO ZONE STORES, IN	6231305045	WATER/VEHICLE EXPENSE	11/13/2023	49.78	.00	
675	AUTO ZONE STORES, IN	6231305061	WATER/VEHICLE EXPENSE	11/13/2023	34.79	.00	
3166	FUELMAN	65386143	MULTI DEPT/VEHICLE FUEL EXPEN	11/06/2023	1,194.10	.00	
3468	GREASE MONKEY #790	293556	WATER/VEHICLE MAINTENANCE	10/31/2023	90.45	.00	
51-40-270 POWER EXPENSE							
7062	ROCKY MOUNTAIN POW	11062023	MULTI DEPT/ELECTRICITY EXPENS	11/06/2023	19,403.06	.00	
51-40-285 CELLULAR SERVICES							
9131	VERIZON WIRELESS	9948212962	SEC WATER PUMP HOUSE	10/02/2023	145.12	.00	
51-40-300 PPE SAFETY & UNIFORM							
1368	C-A-L RANCH STORES	13985/8	WATER/BOOTS	11/03/2023	189.99	.00	
51-40-340 TESTING & ANALYSIS							
6938	RICHARDS LABORATORI	43017	WATER TESTING	11/09/2023	800.00	.00	
51-40-420 STREET REPAIRS							
3312	GENEVA ROCK PRODUC	2739035	WATER/1730 W 1100 N	10/24/2023	621.60	.00	
3312	GENEVA ROCK PRODUC	2743861	WATER/100 W 800 N	11/02/2023	321.30	.00	
3312	GENEVA ROCK PRODUC	2745387	WATER/220 N 1400 W	11/06/2023	427.20	.00	
3312	GENEVA ROCK PRODUC	2746451	WATER/1300 W 500 N	11/08/2023	121.20	.00	
51-40-440 LEASE PAYMENTS							
9451	WHEELER MACHINERY C	RS0000251237	WATER/EQUIPMENT RENTAL	10/31/2023	2,100.00	.00	
51-40-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	409.03	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3974	HOSE & RUBBER SUPPL	01855095	WATER/DEPARTMENTAL SUPPLIES	10/31/2023	622.85	.00	
51-40-600 REPAIR & MAINTENANCE							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	245.61	.00	
688	B&D PUMP & ELECTRIC	3344	WATER/WELL MAINTENANCE	08/28/2023	127.50	.00	
688	B&D PUMP & ELECTRIC	3452	WATER/SERVICE CALL	11/02/2023	85.00	.00	
1420	CART AWAY CONCRETE,	26742	WATER/CONCRETE	10/25/2023	270.00	.00	
3426	GRANITE SEED COMPAN	1-75963	WATER/GRASS SEED	11/08/2023	650.00	.00	
3426	GRANITE SEED COMPAN	1-75964	WATER/SUPPLIES	11/08/2023	45.00	.00	
3974	HOSE & RUBBER SUPPL	01855585	WATER/DEPARTMENTAL SUPPLIES	11/01/2023	23.58	.00	
5482	MOUNTAINLAND SUPPLY	S105735423.0	WATER/DEPARTMENTAL SUPPLIES	10/30/2023	8,700.60	.00	
5482	MOUNTAINLAND SUPPLY	S105764355.0	WATER/DEPARTMENTAL SUPPLIES	10/30/2023	203.31	.00	
7726	SOUTH VALLEY WATER L	1580	WATER/LEAK DETECTION	11/12/2023	812.50	.00	
51-40-760 TECHNOLOGY							
7070	ROCK MOUNTAIN TECHN	6852	WATER/EQUIPMENT	11/01/2023	4,985.50	.00	
9040	UTOPIA FIBER	CIV202311-033	INTERNET SERVICE	11/01/2023	182.77	.00	
51-40-765 SOFTWARE LICENSING							
9037	UTILISYNC, LLC	1485	BLUE STAKES SOFTWARE	01/20/2023	1,000.00	.00	
9037	UTILISYNC, LLC	1576	BLUE STAKES SOFTWARE	11/14/2023	1,000.00	.00	
Total EXPENDITURES:					46,087.02	.00	
WATER CAPITAL PROJECTS							
51-70-964 Gibson Chlorinator							
3627	HANSEN, ALLEN & LUCE,	50622	GIBSON PRECONSTRUCTION MEE	11/08/2023	567.50	.00	
Total WATER CAPITAL PROJECTS:					567.50	.00	
Total WATER FUND:					46,654.52	.00	
SEWER FUND							
52-21320 ACCTS PAYABLE-TIMP SERV DIST.							
8422	TIMP. SPECIAL SERVICE	10312023	IMPACT FEES	10/31/2023	116,913.15	.00	
Total :					116,913.15	.00	
EXPENDITURES							
52-40-240 OFFICE EXPENSE							
3151	FREEDOM MAILING SER	46538	UTILITY BILL MAILING	11/03/2023	1,225.18	.00	
52-40-250 VEHICLE EXPENSE							
3166	FUELMAN	65386143	MULTI DEPT/VEHICLE FUEL EXPEN	11/06/2023	1,194.11	.00	
52-40-330 ENGINEERING SERVICES							
4292	J.U.B. ENGINEERS, INC.	0167558	GENERAL SERVICES	11/06/2023	483.60	.00	
52-40-350 CHARGES FOR TREATMENT							
1780	CITY OF CEDAR HILLS	11012023	WEDGEWOOD DRIVE SEWER	11/01/2023	156.35	.00	
8422	TIMP. SPECIAL SERVICE	10302023	WASTEWATER TREATMENT	10/31/2023	208,876.05	.00	
52-40-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	41.26	.00	
52-40-600 REPAIR & MAINTENANCE							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	1.16	.00	
52-40-610 MISCELLANEOUS EXPENSE							
4225	INTERMOUNTAIN WORK	3465062	WATER/PHYSICAL EXAM	11/16/2023	70.00	.00	
52-40-765 SOFTWARE LICENSING							
9037	UTILISYNC, LLC	1485	BLUE STAKES SOFTWARE	01/20/2023	1,000.00	.00	
9037	UTILISYNC, LLC	1576	BLUE STAKES SOFTWARE	11/14/2023	1,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total EXPENDITURES:					214,047.71	.00	
52-90-812 SEWER LINERS							
4165	INSITUFORM TECHNOLO	1-10302023	SEWER REHABILITATION PROJECT	10/30/2023	180,673.85	.00	
Total :					180,673.85	.00	
Total SEWER FUND:					511,634.71	.00	
METROPOLITAN WATER DIST.							
53-40-540 IRRIGATION WATER ASSESMENTS							
5720	NORTH UNION, IRRIGATI	10302023	MWD ASSESSMENT	10/30/2023	11,064.84	.00	
5720	NORTH UNION, IRRIGATI	10312023	PLEASANT GROVE ASSESSMENT	10/31/2023	5,850.10	.00	
5720	NORTH UNION, IRRIGATI	1435	RENTAL ASSESSMENT	10/27/2023	570.00	.00	
5720	NORTH UNION, IRRIGATI	1436	RENTAL ASSESSMENT	10/27/2023	285.00	.00	
5720	NORTH UNION, IRRIGATI	1446	RENTAL ASSESSMENT	10/27/2023	380.00	.00	
6322	PLEASANT GROVE IRRIG	22621	WATER RIGHTS	09/15/2023	259.00	.00	
Total :					18,408.94	.00	
Total METROPOLITAN WATER DIST.:					18,408.94	.00	
SECONDARY WATER EXPENDITURES							
54-40-250 VEHICLE							
3166	FUELMAN	65386143	MULTI DEPT/VEHICLE FUEL EXPEN	11/06/2023	1,194.11	.00	
54-40-270 POWER EXPENSE							
7062	ROCKY MOUNTAIN POW	10242023	WALKER BOOSTER PUMP	10/24/2023	168.65	.00	
7062	ROCKY MOUNTAIN POW	11062023	MULTI DEPT/ELECTRICITY EXPENS	11/06/2023	2,750.37	.00	
54-40-300 PPE SAFETY & UNIFORM							
1368	C-A-L RANCH STORES	14001/8	SEC WATER/CLOTHING	11/08/2023	91.58	.00	
54-40-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	166.56	.00	
3424	GRAINGER, W.W. INC.	9889504446	SEC WATER/ADJUSTABLE WRENC	10/31/2023	133.74	.00	
54-40-540 WATER SHARE ASSESMENTS							
8937	UTAH LAKE DISTRIBUTIN	526561	SEC WATER/ASSESMENTS	11/02/2023	2,770.00	.00	
8937	UTAH LAKE DISTRIBUTIN	526562	SEC WATER/ASSESMENTS	11/02/2023	850.00	.00	
8937	UTAH LAKE DISTRIBUTIN	526563	SEC WATER/ASSESMENTS	11/02/2023	1,450.00	.00	
8937	UTAH LAKE DISTRIBUTIN	526564	SEC WATER/ASSESMENTS	11/02/2023	1,510.00	.00	
54-40-600 REPAIR & MAINTENANCE							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	64.68	.00	
54-40-603 SECONDARY WATER PHASE 2							
7062	ROCKY MOUNTAIN POW	11062023	MULTI DEPT/ELECTRICITY EXPENS	11/06/2023	650.83	.00	
54-40-765 SOFTWARE LICENSING							
9037	UTILISYNC, LLC	1485	BLUE STAKES SOFTWARE	01/20/2023	1,000.00	.00	
9037	UTILISYNC, LLC	1576	BLUE STAKES SOFTWARE	11/14/2023	1,000.00	.00	
Total EXPENDITURES:					13,800.52	.00	
CAPITAL PROJECTS							
54-70-937 Mill Ditch Canal Piping							
697	BADGER DAYLIGHTING C	2610858	MILL DITCH CANAL PIPING	11/10/2023	872.14	.00	
54-70-945 SECONDARY METERING							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	10.92	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4040	HYDRO SPECIALTIES CO	27502	BADGER METER EQUIPMENT	10/18/2023	254,266.56	.00	
4040	HYDRO SPECIALTIES CO	27503	BADGER METER EQUIPMENT	10/18/2023	585,000.00	.00	
5482	MOUNTAINLAND SUPPLY	S105758809.0	SEC WATER/DEPARTMENTAL SUPP	10/30/2023	5,495.15	.00	
Total CAPITAL PROJECTS:					845,644.77	.00	
Total SECONDARY WATER:					859,445.29	.00	
SANITATION FUND							
EXPENDITURES							
62-40-437 CITY CLEANUP							
81	ACE INTERMOUNTAIN R	13515	CITY CLEAN UP	10/31/2023	1,007.78	.00	
Total EXPENDITURES:					1,007.78	.00	
Total SANITATION FUND:					1,007.78	.00	
SWIMMING POOL							
SWIMMING POOL							
71-73-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	11012023	POOL/PHONE EXPENSE	11/01/2023	75.46	.00	
71-73-380 HEATING							
2465	DOMINION ENERGY	11132023	MULTI DEPT/HEATING EXPENSE	11/13/2023	508.98	.00	
71-73-382 POWER							
7062	ROCKY MOUNTAIN POW	11062023	MULTI DEPT/ELECTRICITY EXPENS	11/06/2023	1,944.46	.00	
71-73-460 CONCESSION STAND EXPENSE							
973	BLACK CANYON SIGNS, I	5247	POOL/ASSORTED SIGNS	09/28/2023	170.00	.00	
Total SWIMMING POOL:					2,698.90	.00	
Total SWIMMING POOL:					2,698.90	.00	
COMMUNITY CENTER							
72-71-060 COMMUNITY CTR - HEATING							
2465	DOMINION ENERGY	11132023	MULTI DEPT/HEATING EXPENSE	11/13/2023	972.78	.00	
72-71-061 COMMUNITY CTR - POWER							
7062	ROCKY MOUNTAIN POW	11062023	MULTI DEPT/ELECTRICITY EXPENS	11/06/2023	4,798.23	.00	
7062	ROCKY MOUNTAIN POW	11062023	MULTI DEPT/ELECTRICITY EXPENS	11/06/2023	12.70	.00	
72-71-062 COMMUNITY CTR - BLDG MAINT							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	39.91	.00	
8376	TK ELEVATOR CORPORA	3007502670	REC/ELEVATOR MAINTENANCE	10/01/2023	632.82	.00	
72-71-270 POWER EXPENSE							
7062	ROCKY MOUNTAIN POW	11062023	MULTI DEPT/ELECTRICITY EXPENS	11/06/2023	830.02	.00	
72-71-410 PROGRAM SUPPLIES & EQUIPMENT							
5549	NATIONAL BACKGROUN	1334	REC/BACKGROUND SCREENING	11/01/2023	30.60	.00	
8219	TEXTILE TEAM OUTLET	6583	REC/ SHIRTS	10/19/2023	1,963.84	.00	
8965	UTAH NSA SOFTBALL	2023-1010	REC/UMPIRING	10/26/2023	928.00	.00	
72-71-420 CONTRACTED SERVICES							
6540	PRO TECH PEST MANAG	23284	REC/PEST CONTROL	10/24/2023	105.00	.00	
8071	SUPERIOR WATER & AIR,	259173259	REC/RENTAL AGREEMENT	11/01/2023	30.00	.00	
Total :					10,343.90	.00	
Total COMMUNITY CENTER:					10,343.90	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
CULTURAL ARTS							
PROGRAM EXPENDITURES							
73-71-550 ARTS COUNCIL EXPENSE							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	55.65	.00	
6343	PLEASANT GROVE PRIN	9702	ARTS COM/FLYERS	11/08/2023	39.44	.00	
73-71-552 PG PLAYERS							
239	ALLRED ACE HARDWAR	10312023	MULT DEPT/DEPARTMENT SUPPLI	10/31/2023	11.51	.00	
6600	PURDIE, DENNIS	1115203	PG PLAYERS/REIMB. FOR SHIRTS	11/15/2023	752.64	.00	
Total PROGRAM EXPENDITURES:					859.24	.00	
Total CULTURAL ARTS:					859.24	.00	
Grand Totals:					5,217,535.51	.00	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Finance Director: _____

Report Criteria:

Invoices with totals above \$0 included.

Only unpaid invoices included.