



**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, April 23, 2024, at 6:00 p.m.** in the Community Room, 108 S 100 E. This is a public meeting and anyone interested is invited to attend. Work Sessions are not designed to hear public comment or take official action.

**AGENDA**

**4:30 P.M. WORK SESSION**

- a. Leadership Academy
- b. State of the Trash by Neil Schwendiman, District Manager, North Pointe Solid Waste Special Service District
- c. Budget Discussion
- d. Staff Business

**6:00 P.M. REGULAR CITY COUNCIL**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. OPENING REMARKS**

**4. APPROVAL OF MEETING AGENDA**

**5. OPEN SESSION**

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

- a. City Council Minutes:  
City Council Minutes for the March 19, 2024 meeting.
- b. To consider for approval Payment No. 7 to Staker Parson Materials and Construction, A CRH Company for the Pleasant Grove 2600 North Roadway Improvements project.
- c. To consider for approval Payment No. 5 to HydroVak Excavation for the Pressurized Irrigation Meters Installation project.
- d. To consider for approval Payment No. 6 to Big-D Construction for the Cook Family Park.

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

**7. BOARD, COMMISSION, COMMITTEE APPOINTMENTS:** None Scheduled

**8. PRESENTATIONS:** None Scheduled

**9. PUBLIC HEARING ITEMS:** None Scheduled

**10. ACTION ITEMS READY FOR VOTE:**

- A. To consider for adoption Resolution (2024-19) Authorizing the Mayor to sign a public utility easement in favor of Rocky Mountain Power regarding the Granting of a Public Utility Easement for Property located at 600 North and 600 West in Pleasant Grove, Utah County, Utah for the Cook Family Park Project. *Presenter: Attorney Petersen*
- B. To consider for adoption Resolution (2024-20) Authorizing the Mayor to Sign a General Service Contract Agreement with PacifiCorp dba Rocky Mountain Power to Provide Electric Service to the Cook Family Park Near 600 West 600 North, Pleasant Grove, Utah; and providing for an effective date. *Presenter: Attorney Petersen*
- C. To consider for adoption Ordinance (2024-10) amending Title 5 Chapter 1C Section 1 “Conditions of Animal Ownership; 5-1C-6 “Cruelty to Animals”; 5-1C-12 “Livestock”; AND 5-1F-4 “Isolation of Biting Animals or Suspected Rabid Animals”; and providing for an effective date. *Presenter: Attorney Petersen*

**11. ITEMS FOR DISCUSSION:**

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

**12. REVIEW AND DISCUSSION OF THE MAY 7, 2024, CITY COUNCIL MEETING AGENDA.**

**13. MAYOR AND COUNCIL BUSINESS.**

**14. SIGNING OF THE GORDON GROVE SUBDIVISION PLAT B.**

**15. REVIEW CALENDAR.**

**16. ADJOURN.**

**CERTIFICATE OF POSTING:**

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

Posted by: /s/ Wendy Thorpe, City Recorder

Date: April 19, 2024

Time: 11:00 a.m.

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

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

**Pleasant Grove City  
City Council Meeting Minutes  
Work Session  
Tuesday, March 19, 2024  
4:30 p.m.**

Mayor Pro Tem: Todd Williams

Council Members: Dianna Andersen  
Eric Jensen  
Cyd LeMone  
Steve Rogers

Excused: Mayor Guy L. Fugal  
Neal Winterton, Public Works Director

Staff Present: Scott Darrington, City Administrator  
Deon Giles, Parks Director  
Tina Petersen, City Attorney  
Wendy Thorpe, City Recorder  
Denise Roy, Finance Director  
David Packard, HR Manager  
Drew Engemann, Fire Chief  
Sheri Britsch, Library and Arts Director  
Britton Tveten, Staff Engineer  
Kyler Brower, Assistant to the City Administrator  
Keldon Brown, Police Chief  
Megan Zollinger, Recreation Director  
Daniel Cardenas, Community Development Director

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

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**4:30 P.M. WORK SESSION**

In the absence of Mayor Fugal, Mayor Pro Tempore Todd Williams called the meeting to order at 4:30 PM and welcomed those present.

**a. Open and Public Meetings Act (“OPMA”) Training.**

City Attorney, Tina Petersen, reported that Open and Public Meeting Act (“OPMA”) Training is required annually. OPMA applies to most city boards and commissions and not just the City Council. The Act requires compliance regarding when, where, and what the meeting is about to ensure that the public has notice of what the governing body is going to discuss at a meeting so

they can decide about attending either to speak or become informed. The following points were discussed:

- A public body that holds regular meetings must post notice of the meetings annually, stating its regular meeting dates, times, and location. If necessary, the dates can be changed but attempts to stay on the schedule is preferred. Pleasant Grove City Council Meetings are usually held on the first and third Tuesdays of each month at 6:00 PM.
- Each meeting also requires a posted notice 24 hours prior to the meeting to include the agenda, date, time, and place of the meeting. Posting is to occur on the designated website and at public places within the City. Additional posting sites or methods of notifying the public are encouraged.
- If an emergency meeting is necessary, regular notification requirements may be suspended and notice provided in the best practicable way. It, however, cannot be held unless an attempt is made to notify all public body members and a majority of the members agree to call the meeting. This requirement prevents a few members from holding an emergency meeting to conduct business without telling the others.
- The agenda must contain enough detail to notify the public of the topics to be discussed and decisions that may be made. No final action can be taken on an item not listed on the agenda. An item raised by the public can be discussed, but no vote can occur; rather, the item would be put on a future agenda for consideration and vote.
- Closed meetings or executive sessions can occur, however, only under exceptions, which are narrow and identified in the Act.
- All meetings, even if a closed meeting is anticipated, must convene first as a public meeting before making the motion to close the meeting, or a portion thereof, to the public. If a workshop or closed meeting is to be held on the same day as a regularly scheduled meeting, the Act requires that they both be held in the same location as the regularly scheduled meeting with certain limited exceptions. The purpose is to discourage officials from having secret pre-meetings outside the view of the public prior to the regular meeting.
- Minutes must be kept of all open and closed meetings except for personnel discussions and security. Minutes must include, at a minimum, the time, date, and place of the meeting, who was present or absent, the substance of what was discussed or decided on including a summary of the comments made by the body or the public, a record of the individual vote taken and the names of any person who commented at the public meeting, and any material that a member of the public body has requested be entered. The minutes of an open meeting, which includes any portion of a closed meeting, must state the reasons for the closed meeting, where it was held, and the vote by any members to close the meeting.
- Closed meeting minutes must include the date, time, and place of the meeting, names of the members present and absent, and the names of other persons present except where disclosure would infringe on the confidence necessary to fulfill the purpose of closing the meeting.
- There are limited exceptions to the requirement that a closed meeting be recorded, which includes when the discussion involves the competence of or physical or mental health of an individual or the deployment of security devices. Those two are the only exceptions for not recording a closed meeting.

- The minutes of public meetings are public records and accessible to the public after a reasonable time. Cities are required to have an adopted policy of what they think is a reasonable timeframe to make drafts and final minutes available to the public.
- It is important to keep the Act’s public policy in mind, which states that the people’s business should be conducted in public, and elected officials’ actions should be taken openly and their deliberations are to be conducted openly. The Act also requires that elected officials be trained at least annually on how to comply with the act. Comments made by David Church from the Utah League of Cities and Towns (“ULCT”) about complying with the Act were read.
- The term “meeting” was defined, as sometimes a question arises in that regard. It is defined as “a convening of a public body when a quorum is present.” For this City Council, the quorum is three members. The Mayor and two Council members do not make a quorum because the Mayor does not vote except in the event of a tie. Meetings include workshops, executive sessions, and electronic communications.
- Attorney Petersen’s standard warning and statement includes no group texts, no phone trees, no group e-mail to discuss an item of public business or anything on the agenda of a City Council Meeting should be done outside the public view.
- The definition of “meeting” is further qualified as follows:
  - The term “convene” is identified to mean the calling of a meeting of the public body by a person authorized to do so for the purpose of discussing or acting on a matter over which the public body has either jurisdiction or advisory power. These all are very broad definitions that are intended to include almost all gatherings of the City Council. Exceptions to the definition are very specific and narrow and include a chance meeting, a convening of a public body that has both legislative power and executive responsibilities where no public funds are appropriated, and where the meeting is convened just to implement administrative matters or social meetings. Those exceptions are not covered by the Act.
- The City Council is advised that it is a criminal offense to violate the OPMA knowingly and intentionally and the State Attorney General is charged with enforcing that Code. Private individuals can enforce the Act by bringing a private lawsuit. Also, any information discussed in a closed session is confidential and not to be discussed outside the meeting. Violation of this confidentiality is also a criminal offense.
- The Council was reminded that it is not appropriate for members of public bodies such as City Councils to conduct deliberations privately outside a public meeting and then in the public meeting perfunctorily hold a vote on any item.

**b. Budget Discussion.**

City Administrator, Scott Darrington described the budget development process and stated that the budget framework began in January. He and Finance Director, Denise Roy, have worked on the upcoming fiscal year budget which runs from July 1, 2024, to June 30, 2025. Director Roy called for supplemental (budget requests from department heads for operational items and capital expenditures). Once the requests are returned, they meet with each department head to review the priority-ranked requests. Recommendations are then developed. The department heads were shown the recommendations at a meeting held earlier in the day.

The administration's budget recommendations were provided to the City Council for feedback and discussion prior to adopting the Tentative Budget, which is required to be adopted at the first City Council Meeting in May. The Final Budget is adopted at the end of June. Between the two City Council Meetings there will be a public hearing to allow the public to comment. At this meeting, Director Roy will discuss the operational and capital requests. Because the figures have not been seen before, no decisions will be made and staff will review any recommendations. Although staff is happy to answer any questions, the information will be the subject of the City Council Work Session Meeting to be held on April 9, 2024. If, after reviewing the provided documents, anyone has questions or concerns, they are free to contact Director Roy during the three-week period or brought up at the next meeting.

The City Council was provided with paperwork on the staff recommendations. Director Roy led the discussion which started with the "one-pager." She made the following points regarding revenues:

- New money is identified on the left side of the page and consists of money to be collected that exceeds last year's adopted budget. Currently, they will collect more sales tax than was adopted.
- Property tax was calculated for new growth. Assessed value from last year was being used and is based only on information that is currently available. That figure could change as new information is received.
- With regard to Charges for Services, the budget remains flat for building inspections. Franchise fees increase as the City grows with the largest ones coming from Rocky Mountain Power and Dominion Energy. With growth, more is generated.
- The Administrative Allocation pertains to the Enterprise Funds that use City services. This amount is based on the time spent by the Finance Director, City Attorney, and City Administrator providing services for business-type activities such as water and sewer, which will be returned to the General Fund. The stated amount is an increase based on changes made and is considered new revenue.
- The Expense review involves Director Roy going through the budget each year and finding items with excess money or that were overstated. This is how this amount was determined. She works with Administrator Darrington on this category when looking at new numbers.

Director Roy described the following regarding expenses that are found on the right side of the page:

- For full-time wages, management recommended a 3% Cost-of-Living-Adjustment ("COLA") and a 2.35% merit increase for a total increase of 5.35 percent. Last year, the Police Department moved to a step-in range and this year, the same was being done for the Fire Department. Each step increase is 2.35% and is given as a merit increase for satisfactory performance. Originally, management recommended a 4.7% wage increase. Administrator Darrington sent an inquiry to other city managers to see how their raises compared. They learned that most other cities are offering a 5% raise. They then increased their recommendation to remain competitive.
- Director Roy reported that part of the wage considerations included the impact of a change to Utah Retirement Systems ("URS") which affects Tier 2 employees. Administrator

Darrington explained that the City has two different tiers of retirement. Tier 1 retirement is not affected by the change. Individuals employed after 2011 are considered to have a Tier 2 retirement and the contribution from the City into retirement is 10% of their wage, which goes into either a 401k or a pension system. When the retirement service crunched their numbers, they found that the fund was short and that the payment into the Retirement Fund is now to be 10.7%. The State declared that cities are not allowed to pick up the extra .7% and that the shortfall must come from the employee. Some cities are considering rolling that into the wage increase so that the employees come out whole. Other cities are not. Pleasant Grove has concluded that by raising the wage by 5.35%, a .7% addition will be covered. Administrator Darrington reported that this is the first time in 13 years that such a shortage has been claimed. The Tier 2 employees will be required to pay out of their check the additional .7%. With regard to Public Safety, two years ago for both Police and Fire retirement programs, Tier 2 was put on the same level as Tier 1. The cities have picked up that contribution as retirement money. Staff's recommendation was to continue to be competitive in terms of wages.

- Part-time wages will also include a 3% COLA and will be eligible for the 2.35% merit increase. Council Member Williams asked if the City is increasing the starting wage for part-time employees. Director Roy stated that starting salaries have been raised for new employees on an individual basis. The starting wage is determined at the time the person is hired and depends on multiple factors. Currently, they are preparing a spreadsheet for part-time employees and seasonal workers to develop a position-based budgeting system.
- Two operational increases were identified. An evaluation software will be purchased and the Applicant Pro software will be updated. It will allow applicants to do their onboarding digitally. The other items, for the most part, are small and will be discussed later.
- The Ruth contribution will begin when it becomes operational. As previously noted, the City, during development discussions, agreed to give the Ruth \$300,000 yearly (\$100,000 from the General Fund and \$200,000 from the CARE Tax).
- The City will need two additional full-time Park Operators when the Cook Family Park is open. More veteran employees will be assigned to the Cook Family Park to establish the maintenance work schedules and the new employees will be assigned to one of the other more established parks.
- Fire Department wages will be modified to include the wage in-step range, which took a lot of time and effort to get operational. Salaries will now be more competitive.
- The Public Employees Health Program ("PEHP") did not increase the cost of medical benefits and the City will remain with them this next year. Beam Dental made a small increase, which will be passed on to the employees as they have not had to pay dental for the past. Family coverage costs around \$4.61 per month.

The City Council was provided with a one-page supplementary document that reflects the departments' requests for one-time money along with the narratives for review. A \$3.2 million figure was provided with an ask of \$5 million. They can do everything on the list except the LED light replacements at the Shannon Field diamonds. Funding for Discovery Park, if approved, is available this year with the hope that Shannon Field will be completed the following year. Several large items are on the list including the new park. The pool is also taking a large portion this year.

Administrator Darrington was asked about the Battlecreek Trailhead and reported that the federal government is attempting to purchase that privately owned property next to Kiwanis Park for federal land/open space. If the federal government can purchase it, they have asked the City if it is interested in purchasing a portion. The City is supportive of the federal land purchase and would be interested in the property discussed if the federal sale goes through as the property could be used for a paid parking lot for Kiwanis Park. The cost of the property would be approximately \$75,000. Questions were raised about the pavilion that is already owned by the City and parking issues.

Administrator Darrington was asked about the property between the Library toward 100 East that used to contain the Beck home. Although the area has now been fully landscaped and the monument LED sign placed, there was further discussion about how to best utilize the property. Meetings with Art & Library Director Sheri Britsch, Parks Director Deon Giles, and Administrator Darrington, took place regarding the use of the property. A Landscape Architect was engaged to prepare concept drawings. The concept settled on involves a makeshift amphitheater since the cost of a full-blown amphitheater would be too expensive. They now are looking at strategically placing a pavilion, similar to the one at Downtown Park, in the area that could be used for summer programs and possible sound equipment storage. The amount included in the budget for the project was deemed to be adequate.

Administrator Darrington reported that the Lobby renovation at the Recreation Center is in the budget this year. Recreation Director, Megan Zollinger presented a visual of the Lobby area and reported the following:

- The current desk location is to be moved to face the entrance. A partial wall near the entry was described that will potentially be constructed of glass. The exit doors are to remain unchanged.
- This year, turnstiles are not part of the plan. The space will be used to control how people enter the building, which will improve customer service as staff will face guests as they enter.
- They are proposing to extend the second floor to provide 1,300 square feet of additional space. This will make the weight room on the second floor larger and provide space for offices and additional storage. Director Zollinger showed a proposed rendering of the second floor. She commented that it is a concept Plan that is subject to change.

The following questions were raised:

- Concern was raised regarding privacy issues as computer screens and other information may be visible to the public. Director Zollinger explained that there will be two walls behind the desk for screening purposes. The desk area will not be open.
- The reasoning behind the change was primarily to improve operations as she wants to have more direct contact for customer service purposes and additional workspace for staff.
- When asked if the budgeted amount was acceptable, she stated that they included the quoted amount, which was believed to be high.
- Council Member Williams suggested that looking at specific floor plans would help him better understand the concept. Council Member LeMone agreed and stated that a walk-



through would also be helpful. Both were interested in seeing the area in person. Council Member Andersen stated that most of the congestion occurs during ball games.

**c. Staff Business.**

Fire Chief, Drew Engemann, reported on the following:

- Administrator Darrington has been provided with dates for Fire Department activities to circulate.
- Three or four men are participating in multi-city rescue training demonstrations that can be observed by the City Council if desired.
- A Bike Safety event will take place in April at the Recreation Center in conjunction with the high school.
- For the past few weeks, Captain Welsh from the Sandy Fire Department has been conducting volunteer training on cancer risks for firefighters and reducing exposure to toxic elements. He reported that the department has already taken 8 of the 10 suggested steps to reduce exposure.

Human Resource Manager, David Packard, reported on the following:

- The Annual Employee Recognition Event is scheduled for April 30, 2024, at 11:30 AM at the Recreation Center. Nominations will be open until April 3, 2024. He would be sending out Employee of the Year nomination ballots and include the names of past winners who also are eligible to win again.

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

- Staff is are working on the final approval for Chick-fil-A, which has now been before the Planning Commission.
- Staff is working on the Boulevard Apartments. McKay Christensen is the applicant. The apartment buildings also include 4,000 square feet of retail space.
- Director Cardenas stated that no public hearings are scheduled for the next City Council Meeting but there are three Code Text Amendments coming forward and one rezone that has already been reviewed by the Planning Commission.
- The Mayor is in the process of interviewing for New Planning Commission Members.

**ADJOURNMENT**

**MOTION:** At 5:30 PM Council Member Jensen moved to ADJOURN the Work Session. Council Member Andersen seconded the motion. The motion carried unanimously with Council Members Andersen, Jensen, LeMone voting “Yes”.

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Wendy Thorpe, CMC  
City Recorder

*(Exhibits are in the City Council Minutes binders in the Recorder's office.)*

**Pleasant Grove City  
City Council Meeting Minutes  
Regular Session  
Tuesday, March 19, 2024  
6:00 p.m.**

Mayor Pro Tem: Todd Williams

Council Members: Dianna Andersen  
Eric Jensen  
Cyd LeMone  
Steve Rogers

Excused: Mayor Guy L. Fugal  
Neal Winterton, Public Works Director

Staff Present: Scott Darrington, City Administrator  
Deon Giles, Parks Director  
Tina Petersen, City Attorney  
Wendy Thorpe, City Recorder  
Denise Roy, Finance Director  
David Packard, HR Manager  
Drew Engemann, Fire Chief  
Sheri Britsch, Library and Arts Director  
Britton Tveten, Staff Engineer  
Kyler Brower, Assistant to the City Administrator  
Keldon Brown, Police Chief  
Megan Zollinger, Recreation Director  
Daniel Cardenas, Community Development Director

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

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**6:00 PM REGULAR CITY COUNCIL MEETING**

1) **CALL TO ORDER**

In the absence of Mayor Guy Fugal, Mayor Pro Tempore Todd Williams called the meeting to order at 6:00 PM

2) **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member Andersen.

3) **OPENING REMARKS**

The opening remarks were offered by Council Member Jensen.

4) **APPROVAL OF MEETING AGENDA**

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

5) **OPEN SESSION**

*Craig Riley* resides in Pleasant Grove and stated that two years ago, the roads were in deplorable condition. When citizens asked that they be repaired, a Council Member stated that the funding would need to come from the citizens. As a result, the Road Tax was instituted. During a recent candidate event, he heard the City Council take credit for the initiation of the roads project as if it was their idea. During the recent tax referendum, the public learned that most of the tax increase pertains to the construction of the new Park and that the City Council tried to mask that the money was being used for the park by using the word “infrastructure”. They hoped that the public would think that some of the money would be used for roads. The tax increase was almost all for the Park except for the 10% that was promised to the developer near the freeway. Mr. Riley took exception to the City Council’s statement that the citizens’ vote to defeat the referendum was not valid because only 3,500 people voted against it. He further believed that on January 17, 2024, the City Council nullified the tax increase by voting to instead use money from the Road Fund.

Mr. Riley stated that once the information is made public, citizens will be very angry as this appears to be taxation without representation. The City Council members took an oath to represent the wishes of the citizens. Mr. Riley expressed his love for the City and believes that most citizens do not want Pleasant Grove to become like Provo or Lehi. They would prefer to live in a safe, quaint, comfortable part of Utah County that has good roads. Mayor Pro Tempore Williams commented that some information is not accurate and asked Administrator Darrington to speak with Mr. Riley privately about some of his claims.

*Lon Lewis* asked for clarification of the portion outlined in red around the Pipe Plant. It is part of the plan that has been provided by the City with regard to road rehabilitation. Mr. Lewis understands that this “tough” plan is for road improvements and not rehabilitation. He did not understand what is going to take place. Specifically, he asked if the area is for Pipe Plant improvements and where the money will come from. He hoped there would be a differentiation between the \$30 million bond and the \$11 million Road Fund. He understood that there is typically no dialogue during this portion of the meeting but he would appreciate someone approaching him to answer his questions.

Mayor Pro Tem Williams asked Administrator Darrington to review the figures with Mr. Lewis. He stated that there is a definitive plan.

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

6) **CONSENT ITEMS**

- A. **To Consider for Approval Payment Request No. 3 for Rivendell Tree Experts, LLC for the 2024 Pavement Preservation Tree Trimming Project.**
- B. **To Consider for Approval Contract Change Order No. 1 for Geneva Rock Products, Inc. for the 2024 Pavement Preservation Project.**
- C. **To Consider for Approval Payment No. 4 to HydroVak Excavation for the Pressurized Irrigation Meters Installation Project.**
- D. **To Consider for Approval Payment Request No. 1 to Lyne Roberts & Sons, Inc. for the Blvd. Well Facilities Project.**
- E. **To Consider for Approval Payment Request No. 5 to Big-D Construction for the Cook Family Park Project.**

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

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

There were no appointments.

8) **PRESENTATIONS**

There were no presentations.

9) **PUBLIC HEARING ITEMS**

There were no public hearing items.

10) **ACTION ITEMS READY FOR VOTE**

- A. **To Consider for Adoption of a Resolution (2024-15) Authorizing the Mayor to Execute a Contract for Fleet Management Services with Gauge Automotive.**  
*Presenter: Attorney Petersen*

City Attorney, Tina Petersen, reported that the above Resolution pertains to authorizing a contract with Gauge Automotive to perform fleet management services for the City. The intent is to use the services only for the Police Department’s vehicle rotation. A local car dealership, which has performed this function in the past, has found it increasingly difficult to meet the type and number of vehicles necessary for the three-year rotation schedule. Gauge Automotive’s services were brought to the attention of the Police Chief and after subsequent research and negotiations, the Service Agreement agreed upon contains the following points:

- Gauge Automotive will be responsible for locating and bidding on the type and number of vehicles identified by the Police Department with a charge of \$595 for each vehicle acquired.
- Gauge Automotive, if the City chooses, will also be able to sell those vehicles when it is time to rotate them out with a charge of \$600 for each vehicle sold which is to be paid by the purchaser and not the City.
- The term of the contract is two years with an automatic renewal unless either party decides not to renew and provides a written 30-day notice to the other.

Brittany Long from Gauge Automotive was present to answer questions. To date, according to discussions with Chief Brown, the representative has been able to identify and locate all of the vehicles desired by the Police Department, some of which could not be obtained through the original car dealership.

Ms. Long reported that the company's main headquarters are in Salt Lake City with other offices in Idaho, Arizona, and Delaware. The contract is cancelable at any time. If Gauge Automotive does not fulfill its obligations or if the City is not pleased with the services they are not obligated to use them the full term. Ms. Long reported that the two-year portion of the contract is where they do a complete overhaul of the management system of the vehicles. Currently, they are doing a procurement and sale of vehicles. Gauge Automotive has been in business for three years and Ms. Long has worked with municipal fleets for the past five years.

**ACTION:** Council Member Jensen moved to ADOPT Resolution 2024-15 Authorizing the Mayor Pro Tem to Execute a Contract for Fleet Management Services with Gauge Automotive. Council Member Rogers seconded the motion. Vote on motion: Dianna Andersen-Yes, Eric Jensen-Yes, Cyd LeMone-Yes, Steve Rogers-Yes, Todd Williams-Yes. The motion carried unanimously.

**B. To Consider for Adoption an Ordinance (2024-6) Permanently Abandoning a Perpetual Easement of 396 Square Feet for Construction and Maintenance of Water Lines over Property located in the Blossom Hill Subdivision at approximately 1099 East and 200 South, Pleasant Grove City, Utah, and providing for an effective date. Presenter: Attorney Petersen.**

Attorney Petersen reported that the above Ordinance is to vacate and abandon a 396-square-foot Perpetual Easement located in a new subdivision called Blossom Hill, which is located on the east side of the City on 200 South and 1099 East. When the subdivision was being developed, a water line easement was discovered that was granted around 1937. The City Engineer determined that the property has no existing water line. The developer will establish the modern water line placement for the subdivision and the easement dedications in the platting process. There is no need for the City to maintain the old easement for water lines. Because easements affect property the request is to adopt the ordinance to permanently abandon the easement.

**ACTION:** Council Member Andersen moved to ADOPT Ordinance 2024-6 Permanently Abandoning a Perpetual Easement of 396 square feet for Construction and Maintenance of water lines over property located in the Blossom Hill Subdivision at approximately 1099 East and 200 South, Pleasant Grove City, Utah and providing for an effective date. Council Member LeMone

seconded the motion. The motion carried unanimously. Vote on motion: Dianna Andersen-Yes, Eric Jensen-Yes, Cyd LeMone-Yes, Steve Rogers-Yes, Todd Williams-Yes. The motion carried unanimously.

- C. To Consider Awarding A Wolf Construction, LLC the 200 West; 400 North to Center Street Waterline and Roadway Reconstruction Project Bid in the Amount of \$802,203.42 and Authorize the Mayor to Sign the Notice of Award. Presenter: Staff Engineer Tveten.**

Council Member LeMone recused herself from this item as she is related to the applicant.

Staff Engineer, Britton Tveten presented the request, which involves a project located at 200 West from 400 North to Center Street where the water lines in the road, including the cul-de-sac, are being replaced. The road will also be modified to be less steep and the curb and gutter will be brought more into alignment. A number of trees need to be removed to allow the work on the curb and gutter. Steps have been taken to remove some curb and gutter to correct drainage issues. The area residents were fully supportive of the project.

**ACTION:** Council Member Jensen moved to AWARD A Wolf Construction, LLC the 200 West 400 North to Center Street Waterline and Roadway Reconstruction Project Bid in the amount of \$802,203.42 and authorize the Mayor Pro Tempore to sign the Notice of Award. Council Member Andersen seconded the motion. The motion carried unanimously with Council Members Andersen, Jensen, Rogers, and Williams voting “Yes”. Council Member LeMone did not participate in the vote.

- D. To Consider Awarding Pronghorn Construction, Inc. the Orchard Drive and Locust Avenue Safe Sidewalks Project Bid in the amount of \$220,381.00 and Authorize the Mayor to Sign the Notice of Award. Presenter: Staff Engineer Tveten.**

Engineer Tveten presented the request and stated that the project is a Safe Route to School Project he has been working on since he came to work for the City. The application was made years ago, and the City was awarded \$60,000 of their \$115,000 request. The project was federalized, which made it impossible to complete because of utility locations and rights-of-way that made the cost prohibitive. By working with the Utah Department of Transportation (“UDOT”) they were able to obtain state funds to complete the project. The design was completed this past fall and bids were received that were 30% below the engineer’s estimates. Trees were removed in the area and the residents are happy to see the work getting done.

**ACTION:** Council Member Jensen moved to AWARD Pronghorn Construction, Inc. the Orchard Drive and Locust Avenue Safe Sidewalks Project Bid in the amount of \$220,381.00 and Authorize the Mayor Pro Tempore to sign the Notice of Award. Council Member Andersen seconded the motion. The motion carried unanimously with Council Members Andersen, Jensen, Rogers, LeMone, and Williams voting “Yes”.

- E. To Consider for Adoption Resolution (2024-16) Authorizing the Mayor to Declare one 2019 Ford F-150 Truck, two 2016 Ford F-150 Trucks, one 1986 Chevrolet Van, and one 2022 Honda Pioneer 500 4X4 as Surplus Property and Direct That They be Disposed of According to the City’s Policy for Disposing of Surplus Property; and Providing an Effective Date. *Presenter: Staff Engineer Tveten.***

Engineer Tveten presented the request and stated that all of the vehicles have been used by the Water Department and have provided good service. The two trucks and van are ready to move on to new owners. The Pioneer is out of warranty and the needed repairs are not cost effective. It has also been replaced with a new Polaris.

**ACTION:** Council Member Andersen moved to ADOPT Resolution 2024-16 Authorizing the Mayor Pro Tempore to Declare one 2019 Ford F-150 truck, two 2016 Ford F-150 trucks, one 1986 Chevrolet van, and one 2022 Honda Pioneer 500 4X4 as surplus property and direct that they be disposed of according to the City’s Policy for Disposing of Surplus Property, and providing an effective date. Council Member LeMone seconded the motion. Vote on motion: Dianna Andersen-Yes, Eric Jensen-Yes, Cyd LeMone-Yes, Steve Rogers-Yes, Todd Williams-Yes. The motion carried unanimously.

- F. To Consider a Proclamation Declaring April 25, 2024, as Arbor Day. *Presenter: Director Giles.***

Parks Director, Deon Giles, presented the above item and reported that this year the Arbor Day Celebration will take place at Manilla Creek Park at 8:00 AM on April 25, 2024, where a tree will be planted. The event is part of the Trees City USA requirements. Mayor Pro Tempore Williams read the Proclamation in its entirety. Director Giles stated that he would appreciate everyone’s attendance.

**ACTION:** Council Member LeMone moved to APPROVE the Proclamation Declaring April 25, 2024, as Arbor Day. Council Member Rogers seconded the motion. The motion carried unanimously with Council Members Andersen, Jensen, Rogers, LeMone, and Williams voting “Yes”.

**11) ITEMS FOR DISCUSSION**

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

**12) REVIEW AND DISCUSSION OF THE APRIL 9, 2024, CITY COUNCIL MEETING AGENDA.**

Administrator Darrington reminded the City Council that they are meeting on the second and fourth Tuesdays in April due to Spring Break the first week of April and the ULCT Meetings the third week. The next meeting is scheduled for April 9, 2024. The Work Session will include the following:

- A continuation of budget discussions (will include materials received today);
- A discussion of utility rates (raised at the first meeting in April);
- An update on the Cook Family Park budget and the status of construction; and
- A presentation from the Utah Recreation and Parks Association (which is bringing good news).

Director Cardenas will present three Code Text Amendments and one rezone request.

It was reported that a City Council issue requires a City Council meeting on Thursday. The issue involves a Water-Reuse Agreement with the Timpanogos Special Service District (“TSSD”). Director Cardenas explained that Pleasant Grove’s sewer water is sent to TSSD for treatment and release into Utah Lake. The cities (including Pleasant Grove) that are part of the District would instead like to make use of some of the water in secondary water systems, rather than all of it being put into the lake. Administrator Darrington reported that there are two agreements. One will allow Pleasant Grove to use the reclaimed water through TSSD. The second will be the agreement between American Fork and Pleasant Grove.

The following points are made:

- The first agreement is complicated and requires all involved to work together to make sure that everyone is made whole. For the past month or so, the cities and their attorneys have been working on the agreement including water rights with TSSD and the State Engineer.
- To complicate the matter, state law has changed and the State has taken the position that if an agreement is not in place by next Monday, the entity loses its opportunity to use the reclaimed water. Pleasant Grove’s application was turned in timely but has not yet been returned and is considered to be in process.
- Attorney Petersen stated that currently, Pleasant Grove cannot reuse the water as the required infrastructure is not in place to get it into the City’s secondary system. American Fork does or will soon have that ability. Consequently, part of an agreement being worked on is that Pleasant Grove will allow American Fork to use its share of reclaimed water in exchange for American Fork water being given to Pleasant Grove. The details have not yet been fully worked out.
- One option being discussed was to recharge the aquifer in American Fork Canyon. Other options were also available.
- The agreement with American Fork will come later and specifically address how Pleasant Grove will be compensated for allowing it to use its water share.
- A recent modification was made to the Agreement that includes an option for Pleasant Grove City to be able to use the water if they develop the infrastructure to allow that to happen.

It was reported that the term of the contract has not yet been set but would be for as long as they have the water and are willing to provide it. The Agreement is cancelable at any time with notice. For noticing purposes, the meeting will commence at 8:30 AM on Thursday.



There was additional discussion about the timing of the Agreement with American Fork, which does not have a specific term but would be for as long as Pleasant Grove has water and is willing to provide it.

**13) MAYOR AND COUNCIL BUSINESS.**

The Chamber of Commerce is doing a service project at Discovery Park on April 22, 2024. It will begin at 11:45 AM. Lunch will be provided. The City was invited to participate.

An item was added to the April 9, 2024, meeting agenda consisting of a Resolution to Appoint a Temporary Judge.

Assistant to the Administrator, Kyler Brower, reported that they are doing the Utah Wellness Survey in April. It will be promoted on social media, in the newsletter, and on the City's website to obtain more information. Utah State University is hosting the survey.

Council Member Rogers asked for an update on the new website. Assistant Brower stated that the website is complete. Staff training will begin soon and the content that was moved but is no longer relevant will be cleaned out. Once complete, the site can go live. Assistant Brower will provide links to those desiring to review the site.

**14) SIGNING OF PLATS.**

**15) REVIEW CALENDAR.**

**16) ADJOURN.**

**ACTION:** At 6:39 PM Council Member Jensen moved to ADJOURN. Council Member Rogers seconded the motion. The motion carried unanimously with Council Members Andersen, Jensen, Rogers, and Williams voting "Yes". Council Member LeMone was not present for the vote.

The City Council minutes of March 19, 2024, were approved by the City Council on April 23, 2024.

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Wendy Thorpe, CMC  
City Recorder

*(Exhibits are in the City Council Minutes binders in the Recorder's office.)*

PROJECT NAME: PLEASANT GROVE 2600 NORTH ROADWAY IMPROVEMENTS  
 CONTRACTOR: STAKER PARSON MATERIALS AND CONSTRUCTION, A CRH Company  
 89 West 13490 South, Ste. 100  
 Draper, Utah 84020  
 (385) 214-6186

DATE: April 17, 2024  
 ESTIMATE CLOSING: April 13, 2024  
 PARTIAL ESTIMATE NO. 7

INVOICE NO.

**CONTRACTOR'S APPLICATION FOR PAYMENT**

	CUMULATIVE	PREVIOUS PERIOD	CURRENT PERIOD
<b>SCHEDULE NO. 1 - BASE BID</b>			
ORIGINAL CONTRACT AMOUNT	\$6,230,865.00		
NET CHANGE TO SCHEDULE NO. 1 BY CHANGE ORDERS	\$161,232.50	\$161,232.50	\$0.00
CURRENT CONTRACT AMOUNT (INC. CHANGE ORDERS)	\$6,392,097.50		
SCHEDULE NO. 1 - SUBTOTAL WORK COMPLETED TO DATE	<b>\$4,185,106.52</b>	\$3,978,715.76	\$206,390.765
<b>COMPLETE PROJECT</b>			
ORIGINAL CONTRACT AMOUNT	\$6,230,865.00		
NET CHANGE BY CHANGE ORDERS	\$161,232.50	\$161,232.50	\$0.00
CURRENT CONTRACT AMOUNT	\$6,392,097.50		
TOTAL WORK COMPLETED TO DATE	\$4,185,106.52		
RETENTION (5 PERCENT)	<b>\$209,255.33</b>		
TOTAL LESS RETENTION	\$3,975,851.19		
LESS PREVIOUS PAYMENTS	\$3,779,779.97		
LESS LIQUIDATED DAMAGES	\$0.00		
LESS PAYMENT FOR MATERIALS ON HAND	\$0.00		
<b>NET PAYMENT TO CONTRACT</b>	<b>\$196,071.23</b>		
<b>SUMMARY OF CHANGE ORDERS</b>			
	<b>BID SCHEDULE</b>	<b>ADDITION</b>	<b>DELETION</b>
<b>TOTAL CHANGE ORDERS</b>		<b>\$261,302.50</b>	<b>-\$100,070.00</b>
CO NO. 1-A - MILL AND FILL WEST PROJECT LIMIT TO AF CITY LIMIT	SCHEDULE 1	\$42,321.20	\$0.00
CO NO. 1-B - ADD CUSTOM BUSINESS ACCESS SIGNS	SCHEDULE 1	\$1,793.00	\$0.00
CO NO. 1-C - NIXON ABANDON SEPTIC AND CONNECT SEWER	SCHEDULE 1	\$16,456.00	\$0.00
CO NO. 1-D - 180 WEST SIDEWALK	SCHEDULE 1	\$31,832.55	\$0.00
CO NO. 2-A - ABANDON OLIPHANT - NICKELL IRRIGATION LATERAL	SCHEDULE 1	\$26,707.15	-\$100,070.00
CO NO. 2-B - ADDED CITY UTILITY WORK	SCHEDULE 1	\$28,588.00	\$0.00
CO NO. 2-C PETERSON DETENTION BASIN	SCHEDULE 1	\$113,604.60	\$0.00

**WE CERTIFY THE ABOVE IS A TRUE STATEMENT OF WORK COMPLETE**

APPROVED BY:  
 CONTRACTOR'S REPRESENTATIVE

RECOMMENDED BY:  
 RESIDENT ENGINEER

APPROVED BY:  
 PLEASANT GROVE CITY - PROJECT MANAGER

APPROVED BY:  
 PLEASANT GROVE CITY - MAYOR

BY: VICTORIA GUERRERA  
 TITLE: STAKER PARSON PROJECT MANAGER  
 DATE:

BY: SCOTT HENDRICKS  
 TITLE: RESIDENT ENGINEER  
 DATE:

BY: BRITTON TVETEN  
 TITLE: STAFF ENGINEER \ PROJECT MANAGER  
 DATE:

BY: GUY FUGAL  
 TITLE: PLEASANT GROVE CITY MAYOR  
 DATE:

BY:  
 TITLE:  
 DATE:





Bid Item			Estimated Value				Quantity			Amount in \$			Remaining Work		
Bid #	PLAN SYMBOL	Activity ID	COMPLETE?	Unit Cost	Est Qty	Item Unit	Est. Cost	From Prev.	Current	Cummulative	From Prev.	Current	Cummulative	Quantity	Value
<b>SIGNING / STRIPING</b>															
0104	0601	REMOVE SIGN		\$97.75	1	EACH	\$ 97.75	0.00	1.00	1.00	\$ -	\$ 97.75	\$ 97.75	0	\$ -
0105	0602	RELOCATE SIGN		\$259.00	6	EACH	\$ 1,554.00	0.00	2.00	2.00	\$ -	\$ 518.00	\$ 518.00	4	\$ 1,036.00
0106	0603	SIGN TYPE A-2, 30 INCH X 30 INCH (W11-2)		\$489.00	6	EACH	\$ 2,934.00	0.00	2.00	2.00	\$ -	\$ 978.00	\$ 978.00	4	\$ 1,956.00
0107	0604	SIGN TYPE A-2, 24 INCH X 12 INCH (W16-7P)		\$132.00	5	EACH	\$ 660.00	0.00	2.00	2.00	\$ -	\$ 264.00	\$ 264.00	3	\$ 396.00
0108	0605	REMOVE PAVEMENT MARKINGS		\$0.60	2,000	FOOT	\$ 1,200.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	2,000	\$ 1,200.00
0109	0606	PAVEMENT MARKING PAINT		\$45.35	230	GAL	\$ 10,430.50	77.80	0.00	77.80	\$ 3,528.23	\$ -	\$ 3,528.23	152	\$ 6,902.27
0110	0607	PAVEMENT MESSAGE PAINT		\$30.30	116	EACH	\$ 3,514.80	20.00	0.00	20.00	\$ 606.00	\$ -	\$ 606.00	96	\$ 2,908.80
0111	0608	RECTANGULAR RAPID FLASHING BEACON (SOLAR)		\$15,850.00	2	EACH	\$ 31,700.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	2	\$ 31,700.00
<b>SUBTOTAL SIGNING / STRIPING</b>							<b>\$ 52,091.05</b>				<b>\$ 4,134.23</b>	<b>\$ 1,857.75</b>	<b>\$ 5,991.98</b>		<b>\$ 46,099.07</b>
<b>TEMPORARY CONTROLS</b>															
0112	0701														\$ -
<b>NOT USED</b>															
0113	0702	SILT FENCE		\$3.35	6,625	FOOT	\$ 22,193.75	1347.50	0.00	1347.50	\$ 4,514.13	\$ -	\$ 4,514.13	5,278	\$ 17,679.63
0114	0703	GUTTER INLET BARRIER		\$207.00	30	EACH	\$ 6,210.00	18.00	0.00	18.00	\$ 3,726.00	\$ -	\$ 3,726.00	12	\$ 2,484.00
0115	0704	EROSION CONTROL BLANKET		\$3.40	1,700	SQ. YD.	\$ 5,780.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	1,700	\$ 5,780.00
<b>SUBTOTAL TEMPORARY CONTROLS</b>							<b>\$ 34,183.75</b>				<b>\$ 8,240.13</b>	<b>\$ -</b>	<b>\$ 8,240.13</b>		<b>\$ 25,943.63</b>
<b>CHANGE ORDER NO. 1-A - MILL AND FILL WEST PROJECT LIMIT TO AMERICAN FORK CITY LIMIT</b>															
0116		ROTO-MILLING - 1 INCH	COMPLETE	\$2.28	3,090	SQ. YD.	\$ 7,045.20	3090.00	0.00	3090.00	\$ 7,045.20	\$ -	\$ 7,045.20		\$ -
0117		TRAFFIC CONTROL - CHANGE ORDER 1A ADDED WORK	COMPLETE	\$766.00	1	DAY	\$ 766.00	1.00	0.00	1.00	\$ 766.00	\$ -	\$ 766.00		\$ -
<b>SUBTOTAL CHANGE ORDER NO. 1-A - MILL AND FILL WEST PROJECT LIMIT TO AMERICAN FORK CITY LIMIT</b>							<b>\$ 7,811.20</b>				<b>\$ 7,811.20</b>	<b>\$ -</b>	<b>\$ 7,811.20</b>		<b>\$ -</b>
<b>CHANGE ORDER NO. 1B - ADD CUSTOM BUSINESS ACCESS SIGNS FOR TRAFFIC CONTROL</b>															
0118		CUSTOM TRAFFIC CONTROL SIGN - 48 INCH X 48 INCH	COMPLETE	\$448.25	4	EACH	\$ 1,793.00	4.00	0.00	4.00	\$ 1,793.00	\$ -	\$ 1,793.00		\$ -
<b>SUBTOTAL CHANGE ORDER NO. 1-B - ADD CUSTOM BUSINESS ACCESS SIGNS FOR TRAFFIC CONTROL</b>							<b>\$ 1,793.00</b>				<b>\$ 1,793.00</b>	<b>\$ -</b>	<b>\$ 1,793.00</b>		<b>\$ -</b>
<b>CHANGE ORDER NO. 1-C - NIXON ABANDON SEPTIC AND CONNECT SEWER</b>															
0119		ABANDON SEPTIC SYSTEM & CONNECT TO SEWER LATERAL	COMPLETE	\$4,606.00	1	LUMP	\$ 4,606.00	1.00	0.00	1.00	\$ 4,606.00	\$ -	\$ 4,606.00		\$ -
0120		4 INCH SEWER PIPE	COMPLETE	\$79.00	150	FOOT	\$ 11,850.00	150.00	0.00	150.00	\$ 11,850.00	\$ -	\$ 11,850.00		\$ -
<b>SUBTOTAL CHANGE ORDER NO. 1-C - NIXON ABANDON SEWER AND CONNECT SIDEWALK</b>							<b>\$ 16,456.00</b>				<b>\$ 16,456.00</b>	<b>\$ -</b>	<b>\$ 16,456.00</b>		<b>\$ -</b>
<b>CHANGE ORDER NO. 1-D - 180 WEST SIDEWALK</b>															
0121		REMOVE AND SALVAGE CORRAL PANEL GATES		\$788.00	1	EACH	\$ 788.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	1	\$ 788.00
0122		4 FT. FIELD WIRE MESH FENCE WITH SCH 40 STEEL POSTS		\$52.00	40	FOOT	\$ 2,080.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	40	\$ 2,080.00
0123		TRAFFIC CONTROL - CHANGE ORDER NO. 1-D ADDED WORK		\$2,690.00	1	LUMP	\$ 2,690.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	1	\$ 2,690.00
<b>SUBTOTAL CHANGE ORDER NO. 1-D - 180 WEST SIDEWALK</b>							<b>\$ 5,558.00</b>				<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ 5,558.00</b>
<b>CHANGE ORDER NO. 2-A - ABANDON OILPHANT - NICKELL IRRIGATION LATERAL</b>															
0124		REMOVE AND SALVAGE EXISTING SCREW GATE	COMPLETE	\$698.00	2	EACH	\$ 1,396.00	2.00	0.00	2.00	\$ 1,396.00	\$ -	\$ 1,396.00	0	\$ -
0125		SAW CUT AND REMOVE DIVERSION BOX TOP	COMPLETE	\$2,782.00	3	EACH	\$ 8,346.00	3.00	0.00	3.00	\$ 8,346.00	\$ -	\$ 8,346.00		\$ -
0126		REMOVE PRECAST DIVERSION BOX TOP	COMPLETE	\$304.00	4	EACH	\$ 1,216.00	5.00	0.00	5.00	\$ 1,520.00	\$ -	\$ 1,520.00		\$ -
<b>SUBTOTAL CHANGE ORDER NO. 2-A ABANDON OLIPHANT - NICKELL IRRIGATION LATERAL</b>							<b>\$ 10,958.00</b>				<b>\$ 11,262.00</b>	<b>\$ -</b>	<b>\$ 11,262.00</b>		<b>\$ -</b>
<b>CHANGE ORDER NO. 2-B - ADDED CITY UTILITY WORK</b>															
0127		INSTALL CITY FURNISHED WATER VALVE (OPEN EXCAVATION)		\$855.00	8	EACH	\$ 6,840.00	6.00	0.00	6.00	\$ 5,130.00	\$ -	\$ 5,130.00	2	\$ 1,710.00
0128		INSTALL CITY FURNISHED WATER VALVE (INC. EXCAV. AND BACKFILL)		\$1,100.00	5	EACH	\$ 5,500.00	3.00	0.00	3.00	\$ 3,300.00	\$ -	\$ 3,300.00	2	\$ 2,200.00
0129		DIRECTED EXPLORATORY / TROUBLESHOOTING CREW TIME		\$677.00	24	EACH	\$ 16,248.00	17.00	0.00	17.00	\$ 11,509.00	\$ -	\$ 11,509.00	7	\$ 4,739.00
<b>SUBTOTAL CHANGE ORDER NO. 2-B ADDED CITY UTILITY WORK</b>							<b>\$ 28,588.00</b>				<b>\$ 19,939.00</b>	<b>\$ -</b>	<b>\$ 19,939.00</b>	<b>\$ 11.00</b>	<b>\$ 8,649.00</b>
<b>CHANGE ORDER NO. 2-C - PETERSON DETENTION BASIN</b>															
0130		CLEARING AND GRUBBING CO 2-C ADDED WORK	COMPLETE	\$9,700.00	1	LUMP	\$ 9,700.00	1.00	0.00	1.00	\$ 9,700.00	\$ -	\$ 9,700.00	0	\$ -
0131		INSTALL CITY FURNISHED 18 INCH CONCRETE END SECTION	COMPLETE	\$598.00	1	EACH	\$ 598.00	1.00	0.00	1.00	\$ 598.00	\$ -	\$ 598.00		\$ -
0132		CONTRACTOR FURNISHED 18 INCH REINFORCED CONCRETE PIPE	COMPLETE	\$89.00	24	FOOT	\$ 2,136.00	24.00	0.00	24.00	\$ 2,136.00	\$ -	\$ 2,136.00		\$ -
0133		INSTALL CITY FURNISHED 18 INCH REINFORCED CONCRETE PIPE	COMPLETE	\$59.85	200	FOOT	\$ 11,970.00	201.00	0.00	201.00	\$ 12,029.85	\$ -	\$ 12,029.85		\$ -
0134		4 FT. X 4 FT. STORM DRAIN BOX	COMPLETE	\$8,285.00	1	EACH	\$ 8,285.00	1.00	0.00	1.00	\$ 8,285.00	\$ -	\$ 8,285.00		\$ -
0135		OUTLET BOX MODIFICATIONS	COMPLETE	\$11,950.00	1	LUMP	\$ 11,950.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		\$ 11,950.00
0136		EXCAVATION / EMBANKMENT (PLAN QUANTITY) (inc. revised plan quantity per Horrocks' 10/31/23 revised plan quantity of 3498.88 CU YD)	COMPLETE	\$20.95	3,248	EACH	\$ 68,045.60	3498.88	0.00	3498.88	\$ 73,301.54	\$ -	\$ 73,301.54		\$ -
<b>SUBTOTAL CHANGE ORDER NO. 2-C PETERSON DETENTION BASIN</b>							<b>\$ 112,684.60</b>				<b>\$ 106,050.39</b>	<b>\$ -</b>	<b>\$ 106,050.39</b>	<b>\$ -</b>	<b>\$ 11,950.00</b>
<b>TOTAL OF ALL SCHEDULES</b>							<b>\$ 6,392,097.50</b>				<b>\$ 3,978,715.76</b>	<b>\$ 206,390.77</b>	<b>\$ 4,185,106.52</b>		<b>\$ 2,157,756.39</b>

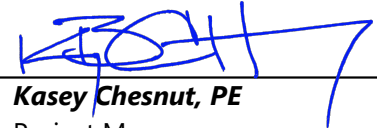
**PARTIAL PAYMENT ESTIMATE  
NO. 5**

Name of Contractor: <b>HydroVac Excavation</b>		
Name of Owner: <b>Pleasant Grove City</b>		
Date of Completion:	Amount of Contract:	Dates of Estimate:
Original 29-Aug-25	Original: \$6,993,404.00	From: 13-Mar-24
Revised:	Revised: \$7,441,412.50	To: 15-Apr-24
Description of Job: <b>Pressurized Irrigation Meters Installation</b>		
Amount	This Period	Total To Date
Amount Earned	\$870,110.00	\$2,058,930.00
Retainage Being Held	\$43,505.50	\$102,946.50
Retainage Being Released	\$0.00	\$0.00
Previous Payments		\$1,129,379.00
Change Orders (4-5)	\$27,371.50	\$70,008.50
Cos Paid to date		\$42,637.00
Amount Due	<b>\$853,976.00</b>	<b>\$853,976.00</b>

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: 4/15/2024



**Kasey Chesnut, PE**  
Project Manager

Accepted by: **HydroVac Excavation**

Date: 4/18/2024

*Shyloh Muhlestein*

**Shyloh Muhlestein**  
Project Manager

Approved By: **Pleasant Grove City**

Date: \_\_\_\_\_

**Guy Fugal**  
Mayor

Budget Code \_\_\_\_\_ Staff Initial \_\_\_\_\_

PROJECT: Pressurized Irrigation Meters Installation

PAY PERIOD: 5

Apr-24

ITEM NO.	NATURE OF WORK	CONTRACT ITEMS				QUANTITY		EARNINGS	
		Qty	Units	Unit Price	Bid Amt.	This Month	To Date	This Month	To Date
	<b>Bid Schedule A</b>								
1	Mobilization	1.00	LS	\$160,000.00	\$160,000.00	0	0.4		\$64,000.00
2	Category 1-5	6946.00	EA	\$650.00	\$4,514,900.00	661	2062	\$429,650.00	\$1,340,300.00
3	Category 6	50.00	EA	\$2,700.00	\$135,000.00	0	0		\$0.00
4	Category 7	160.00	EA	\$2,700.00	\$432,000.00	0	0		\$0.00
5	Installation of 1.5-inch meter	139.00	EA	\$300.00	\$41,700.00	15	28	\$4,500.00	\$8,400.00
6	Installation of 2-inch meter	95.00	EA	\$1,200.00	\$114,000.00	4	18	\$4,800.00	\$21,600.00
7	Surface Restoration - Lawn, sod	6408.00	EA	\$90.00	\$576,720.00	232	729	\$20,880.00	\$65,610.00
8	Surface Restoration - paved areas	44.00	EA	\$90.00	\$3,960.00	0	0		\$0.00
9	Surface Restoration - unimproved areas, landscape	704.00	EA	\$90.00	\$63,360.00	0	0		\$0.00
10	Add 1" locking ball valve	600.00	EA	\$260.00	\$156,000.00	228	447	\$59,280.00	\$116,220.00
11	Concrete Driveway Removal and Replacement	8000.00	SF	\$20.00	\$160,000.00	0	0		\$0.00
12	Contingent Sum Pay	1.00	LS	\$635,764.00	\$635,764.00	0	0		\$0.00
13	<b>Black Poly (change order)</b>	<b>140.00</b>	<b>EA</b>	<b>\$2,700.00</b>	<b>\$378,000.00</b>	<b>130</b>	<b>164</b>	<b>\$351,000.00</b>	<b>\$442,800.00</b>
	<b>Subtotal</b>				<b>\$6,993,404.00</b>			<b>\$870,110.00</b>	<b>\$2,058,930.00</b>

**Change Orders**

No.	Description								
1	1304 - T&M - outside categories bid	paid Feb 2024			\$16,784.00	0	1	\$0.00	\$16,784.00
2	1306 - Meter Jumpers	paid Feb 2024			\$5,000.00	0	1	\$0.00	\$5,000.00
3	1312 - T&M - outside categories bid	paid Feb 2024			\$10,123.00	0	1	\$0.00	\$10,123.00
4	1314 - T&M - outside categories bid	paid Mar 2024			\$10,380.00	0	1	\$0.00	\$10,380.00
5	partial 1313 - Item #102 labor per man/per hour per Jason P	paid Mar 2024			\$350.00	0	1	\$0.00	\$350.00
6	1322 - T&M - outside categories bid				\$27,371.50	1	1	\$27,371.50	\$27,371.50
	<b>Total Change Orders to Date</b>				<b>\$70,008.50</b>				

**Total**

**\$7,441,412.50**

	<b>TOTAL</b>	<b>\$870,110.00</b>	<b>\$2,058,930.00</b>
AMOUNT RETAINED		\$43,505.50	\$102,946.50
RETAINAGE RELEASED			
Change Orders	\$27,371.50		\$70,008.50
COs Paid to date			\$42,637.00
PREVIOUS RETAINAGE			
PREVIOUS PAYMENTS			\$1,129,379.00
<b>AMOUNT DUE</b>		<b>\$853,976.00</b>	<b>\$853,976.00</b>



# Invoice

Date	Invoice #
4/15/2024	1320

1193 N. 2300 W.  
Lehi, Ut. 84043

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

P.O. No.	Terms	Date of Service
Billing #6	Due on receipt	

Description	Qty	Rate	Amount
<b>Pressurized Irrigation Meters Installation</b>			
Section Week 18			
Cat. 1-5	93	650.00	60,450.00
Surface Restoration	33	90.00	2,970.00
Add 1-inch locking ball valve (normal angle)	14	260.00	3,640.00
1.5" Charge (Increase over 1" charge)	1	300.00	300.00
2" Charge (Increase over 1" charge)	0	1,200.00	0.00
Section Week 19			
Cat. 1-5	96	650.00	62,400.00
Surface Restoration	12	90.00	1,080.00
Add 1-inch locking ball valve (normal angle)	0	260.00	0.00
1.5" Charge (Increase over 1" charge)	0	300.00	0.00
2" Charge (Increase over 1" charge)	0	1,200.00	0.00
Section Week 20			
Cat. 1-5	84	650.00	54,600.00
Surface Restoration	50	90.00	4,500.00
Add 1-inch locking ball valve (normal angle)	0	260.00	0.00
1.5" Charge (Increase over 1" charge)	2	300.00	600.00
2" Charge (Increase over 1" charge)	1	1,200.00	1,200.00
Section Week 20.5			
Cat. 1-5	90	650.00	58,500.00
Surface Restoration	41	90.00	3,690.00
Add 1-inch locking ball valve (normal angle)	36	260.00	9,360.00
1.5" Charge (Increase over 1" charge)	7	300.00	2,100.00
2" Charge (Increase over 1" charge)	0	1,200.00	0.00

<b>Total</b>
<b>Payments/Credits</b>
<b>Balance Due</b>





# Invoice

Date	Invoice #
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1193 N. 2300 W.  
Lehi, Ut. 84043

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

P.O. No.	Terms	Date of Service
Billing #6	Due on receipt	

Description	Qty	Rate	Amount
<b>Section Week 21</b>			
Cat. 1-5	14	650.00	9,100.00
Surface Restoration	14	90.00	1,260.00
Add 1-inch locking ball valve (normal angle)	9	260.00	2,340.00
1.5" Charge (Increase over 1" charge)	0	300.00	0.00
2" Charge (Increase over 1" charge)	0	1,200.00	0.00
<b>Section Week 22</b>			
Cat. 1-5	54	650.00	35,100.00
Surface Restoration	20	90.00	1,800.00
Add 1-inch locking ball valve (normal angle)	8	260.00	2,080.00
1.5" Charge (Increase over 1" charge)	0	300.00	0.00
2" Charge (Increase over 1" charge)	0	1,200.00	0.00
<b>Section Week 23</b>			
Cat. 1-5	56	650.00	36,400.00
Surface Restoration	6	90.00	540.00
Add 1-inch locking ball valve (normal angle)	0	260.00	0.00
1.5" Charge (Increase over 1" charge)	1	300.00	300.00
2" Charge (Increase over 1" charge)	0	1,200.00	0.00
<b>Black Poly Meters List</b>			
No New Service Meters Only			
Section 27-1=5, 26-3=3, week 5=8, week 10.7=5, week 11=1, week 12=1, week 13=7, week 14=8, week 15=1			
<b>Black Poly Meter</b>			
Section week 19-3=13, week 10.7=17, week 11=19, week 12=30, week 13=16, week 15=9, week 16=17, week, 23=13, Unknown=1			
Cat. 1-5	174	650.00	113,100.00
Surface Restoration	56	90.00	5,040.00

<b>Total</b>
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<b>Balance Due</b>



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P.O. No.	Terms	Date of Service
Billing #6	Due on receipt	

Description	Qty	Rate	Amount
Add 1-inch locking ball valve (normal angle)	161	260.00	41,860.00
1.5" Charge (Increase over 1" charge)	4	300.00	1,200.00
2" Charge (Increase over 1" charge)	3	1,200.00	3,600.00

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

<b>Total</b>	\$519,110.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$519,110.00



# Invoice

Date	Invoice #
4/15/2024	1321

1193 N. 2300 W.  
Lehi, Ut. 84043

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

P.O. No.	Terms	Date of Service
	Due on receipt	

Description	Qty	Rate	Amount
Black Poly			
Section 19-3			
948 E. MURDOCK			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
1038 E. MURDOCK			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
1042 E. MURDOCK DR.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
1046 E. 200 N.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
1048 E. MURDOCK DR.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
167 N. 1050 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
1047 E. MURDOCK DR.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
1045 E. MURDOCK DR.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
1039 E. MURDOCK			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
1050 E. 160 S.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
1050 E. 140 S.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
Section Week 10.7			
180 N. 600 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
640 E. 200 N. (642)			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00

<b>Total</b>
<b>Payments/Credits</b>
<b>Balance Due</b>



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4/15/2024	1321

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Lehi, Ut. 84043

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Pleasant Grove, UT 84062

P.O. No.	Terms	Date of Service
	Due on receipt	

Description	Qty	Rate	Amount
652 E. 200 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
693 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
687 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
647 E. 100 N. (649) Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
637 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
627 E. 100 N. (629) Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
617 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
120 N. 600 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
98 N. 600 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
614 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
624 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
648 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
658 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
668 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
692 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00

<b>Total</b>
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Lehi, Ut. 84043

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Pleasant Grove, UT 84062

P.O. No.	Terms	Date of Service
	Due on receipt	

Description	Qty	Rate	Amount
Section Week 11			
126 N. 400 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
156 N. 400 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
184 N. 400 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
292 N. 400 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
411 E. 300 N.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
330 N. 400 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
370 N. 400 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
420 N. 400 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
490 N. 400 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
489 E. 100 N.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
475 E. 100 N.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
465 E. 100 N.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
455 E. 100 N.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
445 E. 100 N.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00

<b>Total</b>
<b>Payments/Credits</b>
<b>Balance Due</b>



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P.O. No.	Terms	Date of Service
	Due on receipt	

Description	Qty	Rate	Amount
435 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
427 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
117 N. 600 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
531 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
220 N. 400 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
Section Week 12			
405 E. CENTER ST. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
36 N. 400 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
44 N. 400 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
84 N. 400 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
430 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
450 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
460 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
470 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
84 N. 500 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00

<b>Total</b>
<b>Payments/Credits</b>
<b>Balance Due</b>



# Invoice

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4/15/2024	1321

1193 N. 2300 W.  
Lehi, Ut. 84043

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Pleasant Grove, UT 84062

P.O. No.	Terms	Date of Service
	Due on receipt	

Description	Qty	Rate	Amount
528 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
540 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
558 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
576 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
90 N. 300 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
112 N. 300 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
295 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
229 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
134 N. 200 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
189 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
183 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
151 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
111 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
34 N. 200 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
90 N. 200 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00

<b>Total</b>
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# Invoice

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P.O. No.	Terms	Date of Service
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Description	Qty	Rate	Amount
90 N. 100 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
160 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
190 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
61 N. 200 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
41 N. 200 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
91 N. 500 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
Section Week 13			
391 E. 200 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
291 N. 400 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
255 N. 400 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
388 E. GROVE CREEK DR. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
455 N. 400 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
425 N. 400 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
385 N. 400 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
335 N. 400 E. (365 N. ) Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00

<b>Total</b>
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<b>Balance Due</b>





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P.O. No.	Terms	Date of Service
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Description	Qty	Rate	Amount
490 N. 100 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
144 E. GROVE CREEK DR. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
170 E. GROVE CREEK DR. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
182 E. GROVE CREEK DR. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
74 S. 400 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
Section Week 15 65 S. 400 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
45 S. 400 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
31 S. 400 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
15 S. 400 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
391 E. 200 S. (400 E. ) Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
395 E. 100 S. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
110 S. 400 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
136 S. 400 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
154 S. 400 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00

<b>Total</b>
<b>Payments/Credits</b>
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P.O. No.	Terms	Date of Service
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Description	Qty	Rate	Amount
Section Week 16			
165 S. 200 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
149 S. 200 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
111 S. 200 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
209 E. 100 S.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
67 S. 200 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
49 S. 200 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
35 S. 200 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
25 S. 200 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
7 S. 200 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
182 E. CENTER ST.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
189 E. 100 S.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
190 E. 100 S.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
160 S. 200 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
191 S. 200 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00

<b>Total</b>
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Description	Qty	Rate	Amount
150 E. 100 S. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
161 E. 100 S. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
135 E. 100 S. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
<b>Section 23</b>			
837 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
801 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
775 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
771 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
767 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
759 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
745 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
744 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
752 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
768 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
774 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00

<b>Total</b>
<b>Payments/Credits</b>
<b>Balance Due</b>



# Invoice

Date	Invoice #
4/15/2024	1321

1193 N. 2300 W.  
Lehi, Ut. 84043

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

P.O. No.	Terms	Date of Service
	Due on receipt	

Description	Qty	Rate	Amount
830 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
840 E. 100 N. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
Section Week UNKNOWN 170 E. 100 S. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00

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

<b>Total</b>	\$351,000.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$351,000.00



# Invoice

Date	Invoice #
4/15/2024	1322

1193 N. 2300 W.  
Lehi, Ut. 84043

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

P.O. No.	Terms	Date of Service
Change Order #4	Due on receipt	

Description	Qty	Rate	Amount
Pressurized Irrigation Meters Installation **Change Order			
Section 13 321 N. 400 E. New 1" Service	1	2,700.00	2,700.00
Tapping Main 319 N. 400 E.	1	350.00	350.00
1 1/2 " SERVICE REPLACING BLACK POLY	1	5,458.50	5,458.50
Add 1.5-inch locking ball valve (normal angle)	1	750.00	750.00
T-Charge	1	1,200.00	1,200.00
Section 19-3 1050 E. MURDOCK DR. 2" SERVICE REPLACING BLACK POLY	1	7,259.00	7,259.00
1050 E. MURDOCK DR. (BEHIND CHURCH) 2" SERVICE REPLACING BLACK POLY	1	7,259.00	7,259.00
2" BALL VALVE CHARGE	1	895.00	895.00
Section 23 752 E. 100 N. 1.5" ball valve charge	1	750.00	750.00
830 E. 100 N. 1.5" ball valve charge	1	750.00	750.00

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

<b>Total</b>	\$27,371.50
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$27,371.50



# INVOICE

INVOICE NO: **73405**

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

DATE: 3/31/2024

JOB NO: 123715

**Job Name** COOK FAMILY PARK

## PAYMENT REQUEST # 6

ORIGINAL CONTRACT AMOUNT	\$	8,500.00
NET CHANGE BY CHANGE ORDER	\$	<u>16,333,407.45</u>
ADJUSTED CONTRACT AMOUNT	\$	<u><u>16,341,907.45</u></u>
TOTAL COMPLETED TO DATE	\$	1,461,212.53
LESS RETENTION	\$	<u>70,368.58</u>
TOTAL EARNED LESS RETAINAGE	\$	1,390,843.95
LESS PREVIOUS INVOICES	\$	<u>1,338,558.17</u>
<b>AMOUNT DUE THIS REQUEST</b>	\$	<u><u>52,285.79</u></u>

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

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

404 WEST 400 SOUTH  
 SALT LAKE CITY, UTAH 84101

**APPLICATION AND CERTIFICATION FOR PAYMENT**

DOCUMENT G702

**TO OWNER:**

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

**PROJECT:**

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

APPLICATION NO: 6

PERIOD FROM: 3/1/2024

PERIOD TO: 3/31/2024

Distribution to:

OWNER  
 ARCHITECT  
 CONTRACTOR

**FROM CONTRACTOR:**

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

**VIA ARCHITECT:**

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

PROJECT NO: 123715

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

1. ORIGINAL CONTRACT SUM	\$ 8,500.00
2. Net change by Change Orders	\$ 16,333,407.45
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 16,341,907.45
4. TOTAL COMPLETED & STORED TO DATE (Column H on G703)	\$ 1,461,212.53
5. RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$ 70,368.58
b. 5 % of Stored Material (Column F on G703)	\$ -
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 70,368.58
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 1,390,843.95
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 1,338,558.17
8. CURRENT PAYMENT DUE	\$ 52,285.78
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 14,951,063.50

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.

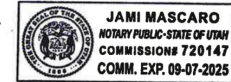
**CONTRACTOR:**

By: Tyler Allen Date: 4/4/2024

State of: Utah County of: Utah  
Subscribed and sworn to before me this 4th day of April, 2024

Notary Public: Jami Mascaro

My Commission expires: 09/07/2025



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED ..... \$ 52,285.78

(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: 4/17/2024

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

**OWNER'S REP. CERTIFICATE FOR PAYMENT**

By: Mal Winterton Date: 4/18/2024

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

**CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when document is reproduced.**

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

**SCHEDULE of VALUES**  
 PROJECT NO: 123715

DATE: 3/31/2024  
 PAY APP: 6

A ITEM NO.	B DESCRIPTION OF WORK	C % ITEM OF TOTAL	D SCHEDULE OF VALUES	E CHANGE ORDERS	F REVISED SCHEDULE OF VALUES	G WORK COMPLETED		H MATERIALS STORED	I TOTAL COMPLETED & STORED	J % TO DATE	K BALANCE TO FINISH	L LESS PREVIOUSLY BILLED	M AMOUNT DUE THIS REQUEST	N RETENTION WITHHELD 5%
						PREVIOUS APPLICATIONS	PAY REQUEST #6							
0.0	PRECONSTRUCTION	0.33%	8,500.00	44,752.00	53,252.00	53,252.00		-	53,252.00	100.00%	-	53,252.00	-	-
1.0	GENERAL CONDITIONS	30.02%	-	4,905,117.37	4,905,117.37	189,754.84	27,528.93	-	217,283.77	4.43%	4,687,833.60	180,267.10	26,152.48	10,864.19
12.0	FURNISHINGS	9.18%	-	1,500,000.00	1,500,000.00	-	-	-	-	0.00%	1,500,000.00	-	-	-
31.0	EARTHWORK	43.96%	-	7,184,230.38	7,184,230.38	1,100,410.60	-	-	1,100,410.60	15.32%	6,083,819.78	1,045,390.07	-	55,020.53
	RESTROOM	9.24%	-	1,509,241.00	1,509,241.00	6,980.00	25,269.44	-	32,249.44	2.14%	1,476,991.56	6,631.00	24,035.42	1,583.02
				-	-	-	-	-	-					
93.0	BUILDERS RISK	0.62%	-	101,624.14	101,624.14	8,731.26	355.47	-	9,086.73	8.94%	92,537.41	8,294.70	337.70	454.34
93.1	GENERAL LIABILITY INSURANCE	0.79%	-	128,662.70	128,662.70	11,068.05	436.33	-	11,504.38	8.94%	117,158.32	10,514.65	414.51	575.22
94.1	BONDS	0.49%	-	80,457.63	80,457.63	-	-	-	-	0.00%	80,457.63	-	-	-
98.1	CONTRACTOR CONTIGNECY	2.82%	-	460,761.78	460,761.78	-	-	-	-	0.00%	460,761.78	-	-	-
99.0	CM/GM OVERHEAD AND FEE	2.56%	-	418,560.45	418,560.45	36,009.11	1,416.50	-	37,425.61	8.94%	381,134.84	34,208.65	1,345.67	1,871.28
<b>TOTALS</b>		<b>100.00%</b>	<b>8,500.00</b>	<b>16,333,407.45</b>	<b>16,341,907.45</b>	<b>1,406,205.86</b>	<b>55,006.67</b>	<b>-</b>	<b>1,461,212.53</b>	<b>8.94%</b>	<b>14,880,694.92</b>	<b>1,338,558.17</b>	<b>52,285.78</b>	<b>70,368.58</b>



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

**SCHEDULE of VALUES**  
 PROJECT NO: 123715

DATE: 3/31/2024  
 PAY APP: 6

A ITEM NO.	B DESCRIPTION OF WORK	C % ITEM OF TOTAL	D SCHEDULE OF VALUES	E CHANGE ORDERS	F REVISED SCHEDULE OF VALUES	G WORK COMPLETED		H MATERIALS STORED	I TOTAL COMPLETED & STORED	J % TO DATE	K BALANCE TO FINISH	L LESS PREVIOUSLY BILLED	M AMOUNT DUE THIS REQUEST	N RETENTION WITHHELD 5%
						PREVIOUS APPLICATIONS	PAY REQUEST #6							
2.0	EXISTING CONDITIONS	3.55%	-	53,564.00	53,564.00	-	-	-	-	0.00%	53,564.00	-	-	-
3.0	CONCRETE	10.21%	-	154,154.00	154,154.00	-	-	-	-	0.00%	154,154.00	-	-	-
4.0	MASONRY	16.23%	-	244,939.00	244,939.00	-	-	-	-	0.00%	244,939.00	-	-	-
5.0	METALS	6.32%	-	95,396.00	95,396.00	6,980.00	-	6,980.00	7.32%	88,416.00	6,631.00	-	-	349.00
6.0	CARPENTRY	5.25%	-	79,170.00	79,170.00	-	-	-	-	0.00%	79,170.00	-	-	-
7.0	THERMAL & MOISTURE PROTECTION	12.65%	-	190,977.00	190,977.00	-	-	-	-	0.00%	190,977.00	-	-	-
8.0	DOORS AND WINDOWS	6.21%	-	93,652.00	93,652.00	-	-	-	-	0.00%	93,652.00	-	-	-
9.0	FINISHES	1.53%	-	23,111.00	23,111.00	-	-	-	-	0.00%	23,111.00	-	-	-
10.0	SPECIALTIES	2.60%	-	39,296.00	39,296.00	-	588.94	588.94	1.50%	38,707.06	-	588.94	(0.00)	-
22.0	PLUMBING	9.80%	-	147,870.00	147,870.00	-	22,180.50	22,180.50	15.00%	125,689.50	-	21,071.48	1,109.03	-
23.0	HVAC	6.34%	-	95,740.00	95,740.00	-	2,500.00	2,500.00	2.61%	93,240.00	-	2,375.00	125.00	-
26.0	ELECTRICAL	14.02%	-	211,560.00	211,560.00	-	-	-	0.00%	211,560.00	-	-	-	-
31.0	EARTHWORK	5.29%	-	79,812.00	79,812.00	-	-	-	0.00%	79,812.00	-	-	-	-
<b>TOTALS</b>		<b>100.00%</b>	<b>-</b>	<b>1,509,241.00</b>	<b>1,509,241.00</b>	<b>6,980.00</b>	<b>25,269.44</b>	<b>-</b>	<b>32,249.44</b>	<b>2.14%</b>	<b>1,476,991.56</b>	<b>6,631.00</b>	<b>24,035.42</b>	<b>1,583.02</b>



**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 **\$ 52,285.79** 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 3/31/2024 ("Release Date"), but only to the amount paid and does not cover any retention, pending modification, claims and changes, or work performed after the Release Date.

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

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

Date: 3/31/2024

**BIG-D Construction**  
(Company Name)

By: Tyler Allen  
(Signature)

JCA  
(Title)

**COOK FAMILY PARK****INVOICE 6 DETAIL**

LINE REF/ INV #	DESCRIPTION	UNITS	RATE	AMOUNT	AMOUNT LESS RET.	TOTAL LESS RET.
01-011010 - -	PROJECT MANAGER					
2/19/2024 - 3/24/2024	KURT KOBAYASHI	88 HRS	111	9,768.00	9,279.60	
10/8/2023 - 2/18/2024	HOURS CHARGED AT INCORRECT RATE	310 HRS	-4	(1,240.00)	(1,178.00)	
01-011020 - -	PROJECT DIRECTOR					
2/19/2024 - 3/24/2024	BRANDON ECCLES	15 HRS	124	1,860.00	1,767.00	
10/8/2023 - 2/18/2024	HOURS CHARGED AT INCORRECT RATE	45 HRS	-28	(1,260.00)	(1,197.00)	
VISA	BRANDON ECCLES			37.15	35.29	
01-011030 - -	SUPERINTENDENT					
2/19/2024 - 3/24/2024	JARED KELLER	192 HRS	114	21,888.00	20,793.60	
10/8/2023 - 2/18/2024	HOURS CHARGED AT INCORRECT RATE	564 HRS	-26	(14,664.00)	(13,930.80)	
01-011070 - -	PROJECT ENGINEER					
2/19/2024 - 3/24/2024	LOGAN MOLENI	55 HRS	74	4,070.00	3,866.50	
01-011220 - -	JOB COST ACCOUNTANT					
2/19/2024 - 3/24/2024	TYLER ALLEN	12 HRS	62	744.00	706.80	
10/8/2023 - 2/18/2024	HOURS CHARGED AT INCORRECT RATE	28 HRS	-4	(112.00)	(106.40)	
01-011230 - -	PROJECT ADMINSTRATOR					
2/19/2024 - 3/24/2024	JAMI MASCARO	37 HRS	54	1,998.00	1,898.10	
10/8/2023 - 2/18/2024	HOURS CHARGED AT INCORRECT RATE	66 HRS	-1	(66.00)	(62.70)	
01-011320 - -	SAFETY COORDINATOR					
2/19/2024 - 3/24/2024	KEN LEMAY	3 HRS	96	288.00	273.60	
10/8/2023 - 2/18/2024	HOURS CHARGED AT INCORRECT RATE	27 HRS	4	108.00	102.60	
GSH MATERIAL TESTING 123715 3	123715 3/31 REQ GSH MATERIAL TESTING			2,684.60	2,550.37	
01-015136 - -	TEMP WATER					
VISA	KURT KOBAYASHI			33.25	31.59	
01-015180 - -	TEMP POWER					
VISA	JARED KELLER			119.40	113.43	
YARD	BIG-D CONSTRUCTION			1,147.54	1,090.16	
01-015310 - -	SAFETY - JOBSITE					
VISA	KEN LEMAY			42.48	40.36	
01-016120 - -	SOFTWARE					
SOFTWARE	BIG-D CONSTRUCTION			82.51	78.38	
<b>GENERAL CONDITIONS TOTAL</b>					<b>27,528.93</b>	<b>26,152.48</b>
<b>BUILDERS RISK</b>				355.47	337.70	<b>337.70</b>
<b>GENERAL LIABILITY INSURANCE</b>				436.33	414.51	<b>414.51</b>
<b>CONTRACTOR CONTINGENCY</b>					-	<b>-</b>
<b>CM/GC OVERHEAD &amp; FEE</b>				1,416.49	1,345.67	<b>1,345.67</b>
<b>TOTAL</b>					<b>29,737.22</b>	<b>28,250.37</b>

**COOK FAMILY PARK - RESTROOM****INVOICE 6 DETAIL**

LINE REF/ INV #	DESCRIPTION	UNITS	RATE	AMOUNT	AMOUNT LESS RET.	TOTAL LESS RET.
10-100000 - -	SPECIALTIES					
STAR SIGN	123715 3/31 REQ			588.94	588.94	
1 123715	STAR SIGN					
<b>SPECIALTIES TOTAL</b>					<b>588.94</b>	<b>588.94</b>

LINE REF/ INV #	DESCRIPTION	UNITS	RATE	AMOUNT	AMOUNT LESS RET.	TOTAL LESS RET.
<b>22-220000 - -</b>	<b>PLUMBING</b>					
TKB PLUMBING	123715 3/31 REQ			22,180.50	21,071.48	
1 123715	TKB PLUMBING					
<b>PLUMBING TOTAL</b>					<b>22,180.50</b>	<b>21,071.48</b>
<b>23-230000 - -</b>	<b>HVAC</b>					
CFM HEATING	123715 3/31 REQ			2,500.00	2,375.00	
1 123715	CFM HEATING					
<b>PLUMBING TOTAL</b>					<b>2,500.00</b>	<b>2,375.00</b>
<b>RESTROOMS TOTAL</b>					<b>25,269.44</b>	<b>24,035.42</b>
<b>GRAND TOTAL</b>					<b>55,006.66</b>	<b>52,285.78</b>



# PAYMENT REQUEST PR3

Cook Family Park

PG, UT

<b>PREVIOUS BILLINGS (INCLUDING RETAINAGE)</b> .....Bottom line G703 Column D	9085.18
<b>SUBTOTAL (THIS MONTH'S WORK)</b> .....Bottom Line G703 Column E	2684.60
<b>LESS RETENTION FOR CURRENT MONTH</b> .....Written as a decimal <u>.05</u> %	134.23
<b>NET AMOUNT DUE THIS PAYMENT REQUEST</b> .....	2,550.37

### BIG-D INTERNAL USE ONLY

JOB NUMBER 123715 VENDOR NO 06790

SUBCONTRACTOR GSH

COST CODE 012119 CATEGORY S

RETAINAGE % .05

PAYMENT DUE DATE: 05/15/2024

JOINT CHECK Y          N           
IF YES - ATTACH PAYEE INFORMATION

APPROVED BY: Kurt Kobayashi

DATE: 4/3/2024

### 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: 4/2/2024

**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:** 3**INVOICE NO:** PR3**PERIOD:** 02/25/24 - 03/09/24**PROJECT NO:** 123715**CONTRACT NO:** 123715-06790**CONTRACT DATE:** 10/05/2023**CERTIFICATE DATE:** 03/28/2024**SUBMITTED DATE:****FROM SUBCONTRACTOR:**

GSH MATERIALS TESTING AND INSPECTION,  
INC.  
473 W 4800 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)		\$11,769.78
5.	Retainage:		
	a. 5.00% of completed work	\$588.49	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$588.49
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$11,181.29
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$8,630.92
8.	Current payment due:		\$2,550.37
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$25,523.71

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	

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: 4/2/2024

State of:

County of:

Subscribed and sworn to before

me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public:

My commission expires:

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 3

Contractor's signed Certification is attached.

APPLICATION DATE: 03/14/2024

Use Column I on Contracts where variable retainage for line items apply.

PERIOD: 02/25/24 - 03/09/24

**Contract Lines**

A	B	C	D	E	F	G		H	I	
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	01-012119.S TESTING & INSPECTIONS.Subcontract		\$36,705.00	\$9,085.18	\$2,684.60	\$0.00	\$11,769.78	32.07%	\$24,935.22	\$588.49
<b>TOTALS:</b>			<b>\$36,705.00</b>	<b>\$9,085.18</b>	<b>\$2,684.60</b>	<b>\$0.00</b>	<b>\$11,769.78</b>	<b>32.07%</b>	<b>\$24,935.22</b>	<b>\$588.49</b>

**Change Orders**

A	B	C	D	E	F	G		H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
2	<b>CCO # 001 123715-06790-CCO001-GSH</b>									
2.1	01-012119.S Schedule		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
<b>TOTALS:</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>NaN%</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Grand Totals**

A	B	C	D	E	F	G		H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
<b>GRAND TOTALS:</b>			<b>\$36,705.00</b>	<b>\$9,085.18</b>	<b>\$2,684.60</b>	<b>\$0.00</b>	<b>\$11,769.78</b>	<b>32.07%</b>	<b>\$24,935.22</b>	<b>\$588.49</b>

**GSH Materials, Testing and Inspection**

473 W 4800 S  
Salt Lake City, UT 84123  
+1 8016859190  
accountsreceivable@gshgeotech.com



# INVOICE

**BILL TO**

Big-D Construction  
404 West 400 South  
Salt Lake City, Utah 84101

**INVOICE #** 0115-138M-05**DATE** 03/12/2024**DUE DATE** 04/11/2024**TERMS** Net 30**PROJECT NUMBER**

0115-138M-23

**PROJECT NAME**

Cook Family Park

DATE		QTY	RATE	AMOUNT
02/26/2024	Soils Testing Technician	2:00	60.00	120.00
02/28/2024	Project Management	0:15	120.00	30.00
02/28/2024	Soils Testing Technician	2:30	60.00	150.00
02/28/2024	Soils Testing Technician	2:00	60.00	120.00
02/29/2024	Project Management	0:15	120.00	30.00
02/29/2024	Soils Testing Technician	2:00	60.00	120.00
02/29/2024	Soils Testing Technician	2:00	60.00	120.00
03/01/2024	Project Management	0:15	120.00	30.00
03/01/2024	Soils Testing Technician	2:00	60.00	120.00
03/04/2024	Project Management	0:15	120.00	30.00
03/04/2024	Soils Testing Technician	2:00	60.00	120.00
03/09/2024	Specific Gravity (Coarse Aggregate)	2	120.00	240.00
03/09/2024	Proctor	2	250.00	500.00
03/09/2024	Atterberg Limits Test	2	120.00	240.00
03/09/2024	Sieve Analysis	2	120.00	240.00
	Mileage	476	0.85	404.60
	Daily Field & Laboratory Reports	7	10.00	70.00

Contact GSH Materials, Testing and Inspection to pay.

BALANCE DUE

**\$2,684.60**





**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: PR3

Payment Amount: 2,550.37

Payment Period: 02/25/2024 - 03/09/2024

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: 4/2/2024

GSH  
(Company Name)

By: Danielle Gadd  
(Signature)

Accounts Receivable  
(Title)



# PAYMENT REQUEST PR1

Cook Family Park

PG, UT

<b>PREVIOUS BILLINGS (INCLUDING RETAINAGE)</b> .....Bottom line G703 Column D	0.00
<b>SUBTOTAL (THIS MONTH'S WORK)</b> .....Bottom Line G703 Column E	588.94
<b>LESS RETENTION FOR CURRENT MONTH</b> .....Written as a decimal <u>.00</u> %	0.00
<b>NET AMOUNT DUE THIS PAYMENT REQUEST</b> .....	588.94

### BIG-D INTERNAL USE ONLY

JOB NUMBER 123715                      VENDOR NO 41353

SUBCONTRACTOR Star Sign

COST CODE 101400.001                      CATEGORY P

RETAINAGE % .00

PAYMENT DUE DATE: 05/15/2024

JOINT CHECK            Y                       N             
IF YES - ATTACH PAYEE INFORMATION

APPROVED BY: Kurt Kobayashi

DATE: 3/28/2024

### 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: Erik Reid

DATE: 3/28/2024

**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:** 03/01/24 - 03/31/24**PROJECT NO:** 123715**CONTRACT NO:** PO-123715-41353**CONTRACT DATE:** 02/12/2024**CERTIFICATE DATE:** 03/28/2024**SUBMITTED DATE:****FROM SUBCONTRACTOR:**

STAR SIGN INC  
1060 E TABERNACLE ST  
ST GEORGE, Utah 84770

**SUBCONTRACT FOR:** 101400.001.P**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		\$588.94
2.	Net change by change orders		\$0.00
3.	Contract Sum to date (Line 1 ± 2)		\$588.94
4.	Total completed and stored to date (Column G on detail sheet)		\$588.94
5.	Retainage:		
	a. 0.00% of completed work	\$0.00	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$0.00
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$588.94
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$0.00
8.	Current payment due:		\$588.94
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$0.00

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	

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: STAR SIGN INC

By: Erk Reid Date: 3/28/2024

State of:

County of:

Subscribed and sworn to before

me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public:

My commission expires:

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: 03/20/2024

PERIOD: 03/01/24 - 03/31/24

**Contract Lines**

A	B	C	D	E	F	G		H	I	
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	10-101400-001 .S BUILDING SIGNAGE.Subcontract	Restroom & Storage Building	\$588.94	\$0.00	\$588.94	\$0.00	\$588.94	100.00%	\$0.00	\$0.00
<b>TOTALS:</b>			<b>\$588.94</b>	<b>\$0.00</b>	<b>\$588.94</b>	<b>\$0.00</b>	<b>\$588.94</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Change Orders**

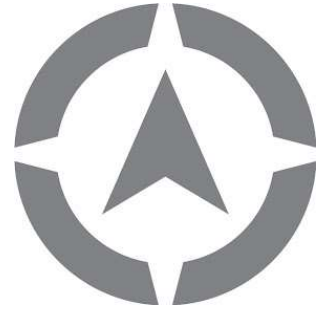
A	B	C	D	E	F	G		H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
2	<b>CCO # 001 123715-41353-CCO001-Star Sign</b>									
2.1	10-101400-001 .S Schedule	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
<b>TOTALS:</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>NaN%</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Grand Totals**

A	B	C	D	E	F	G		H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
<b>GRAND TOTALS:</b>			<b>\$588.94</b>	<b>\$0.00</b>	<b>\$588.94</b>	<b>\$0.00</b>	<b>\$588.94</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>

Star Sign Inc  
 1060 E. Tabernacle St St. George, UT 84770  
 sales@starsignonline.com  
 (435) 628-7806

www.starsignonline.com



Invoice is Past Due on 03/22/2024

# Invoice 155811

Cook Family Park - Restroom & Storage Buildings

SALES REP INFO  
 Tanner Taysom  
 tanner@starsignonline.com

INVOICE DATE  
 03/22/2024

TERMS  
 COD

INV.DUE DATE  
 03/22/2024

QT#  
 31211

ORDERED BY  
 Big D Construction

CONTACT INFO  
 Kelly Eliason  
 kelly.eliason@big-d.com  
 (714) 329-1876

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	<b>ST Restroom - T1</b> 6"x8" Thermoform x1 Mens x1 Women x3 Family	5	Each	\$46.11	\$230.55	Y
2	<b>ST Exit</b> 6"x8" Thermoform	2	Each	\$46.11	\$92.22	Y
3	<b>Shipping (ADA)</b> *Bid does not include install, signs will be shipped with simple install instructions	1	Each	\$25.00	\$25.00	N
4	<b>Wayfinding Consult, Shop Drawings, Submittals, &amp; Project Management</b>	1	Each	\$150.00	\$150.00	N
5	<b>Minimum Sign Tooling Fee</b>	1	Each	\$65.00	\$65.00	Y

In the event of any collection efforts, the unpaid balance will be augmented by collection costs, including reasonable attorney's fees and costs. Past due balances will be charged an interest fee of 5% per month for the first two months then 2% monthly or 30% annually. By signing, Customer agrees to the terms and conditions of this invoice.

<b>Subtotal:</b>	<b>\$562.77</b>
<b>Sales Tax (6.75%):</b>	<b>\$26.17</b>
<b>Total:</b>	<b>\$588.94</b>

SIGNATURE:

DATE:



**UTAH CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

Property Name: Cook Family Park

Property Location: PG, UT

Undersigned's Customer: Big-D Construction Corp

Invoice/Payment Application Number: ~~XXXXXX~~ PR1 FINAL

Payment Amount: 588.94

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 the final payment for the work, materials, equipment, or combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer. The undersigned warrants that the undersigned either has already paid or will use the money the undersigned receives from the final payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and suppliers for all work, materials, Utah Code Page 3 equipment, or combination of work, materials, and equipment that are the subject of this waiver and release.

Date: 3/28/2024

Star Sign  
(Company Name)

By: Erik Reid  
(Signature)

Project Manager  
(Title)



# PAYMENT REQUEST PR1

Cook Family Park

PG, UT

<b>PREVIOUS BILLINGS (INCLUDING RETAINAGE)</b> .....Bottom line G703 Column D	0.00
<b>SUBTOTAL (THIS MONTH'S WORK)</b> .....Bottom Line G703 Column E	22180.50
<b>LESS RETENTION FOR CURRENT MONTH</b> .....Written as a decimal <u>.05</u> %	1,109.03
<b>NET AMOUNT DUE THIS PAYMENT REQUEST</b> .....	21,071.47

### BIG-D INTERNAL USE ONLY

JOB NUMBER 123715 VENDOR NO 37785

SUBCONTRACTOR TKB Plumbing

COST CODE 220000 CATEGORY S

RETAINAGE % .05

PAYMENT DUE DATE: 05/15/2024

JOINT CHECK Y  N   
IF YES - ATTACH PAYEE INFORMATION

APPROVED BY: Kurt Kobayashi

DATE: 4/3/2024

### 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: Kristy Taylor

DATE: 4/2/2024

**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:** 03/01/24 - 03/31/24

**PROJECT NO:** 123715

**CONTRACT NO:** 123715-37785

**CONTRACT DATE:** 01/30/2024

**CERTIFICATE DATE:** 03/28/2024

**SUBMITTED DATE:**

**FROM SUBCONTRACTOR:**

TKB PLUMBING LLC  
722 S 750 E  
SALEM, Utah 84653

**SUBCONTRACT FOR:** 220000.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	\$147,870.00
2. Net change by change orders	\$0.00
3. Contract Sum to date (Line 1 ± 2)	\$147,870.00
4. Total completed and stored to date (Column G on detail sheet)	\$22,180.50
5. Retainage:	
a. 5.00% of completed work	\$1,109.03
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$1,109.03
6. Total earned less retainage (Line 4 less Line 5 Total)	\$21,071.47
7. Less previous certificates for payment (Line 6 from prior certificate)	\$0.00
8. Current payment due:	\$21,071.47
9. Balance to finish, including retainage (Line 3 less Line 6)	\$126,798.53

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: TKB PLUMBING LLC

By: Kristy Taylor Date: 4/2/2024

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: 03/20/2024

PERIOD: 03/01/24 - 03/31/24

**Contract Lines**

A	B	C	D	E	F	G		H	I	
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	22-220000-001 .S PLUMBING.Subcontract	Restroom & Storage Building	\$147,870.00	\$0.00	\$22,180.50	\$0.00	\$22,180.50	15.00%	\$125,689.50	\$1,109.03
<b>TOTALS:</b>			<b>\$147,870.00</b>	<b>\$0.00</b>	<b>\$22,180.50</b>	<b>\$0.00</b>	<b>\$22,180.50</b>	<b>15.00%</b>	<b>\$125,689.50</b>	<b>\$1,109.03</b>

**Change Orders**

A	B	C	D	E	F	G		H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
2	CCO # 001 123715-37785-CCO001-TKB Plumbing									
2.1	22-220000-001 .S Schedule	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
<b>TOTALS:</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>NaN%</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Grand Totals**

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
<b>GRAND TOTALS:</b>		<b>\$147,870.00</b>	<b>\$0.00</b>	<b>\$22,180.50</b>	<b>\$0.00</b>	<b>\$22,180.50</b>	<b>15.00%</b>	<b>\$125,689.50</b>	<b>\$1,109.03</b>

722 S 750 E  
 Salem, UT 84653  
 801-472-4909  
 www.TKBplumbing.com



# Invoice

Date	Invoice #
3/20/2024	2316

<b>Bill To:</b>
Big-D Construction 1788 W 200 N Lindon, UT 84042

<b>Jobsite:</b>
Cook Family Park 600 W 800 N Pleasant Grove, UT 84062

<b>P.O. No.</b>	<b>Terms</b>
123715-37785	Due on receipt

Quantity	Description	Rate	Amount
0.15	Cost to supply & install plumbing for the following: Restroom Building Basement Level 1-4" Floor Sink 1-4'x4'x4' sump pit with 4" discharge 1-6" Floor Cleanout 1-4" Wall Cleanout 1-Emergency Eyewash/Shower Station with flow setter 1-Non-Freeze Wall Hydrant Level 1 Storage 1-Non-Freeze Yard Hydrant  3- Family Restrooms - each will have: 1-ADA Lav 1-ADA Toilet 1-Floor Drain 1-Hose Bib  Mens Restroom 2-ADA Lavs 3-Urinals 2-ADA Toilets 3-Floor Drains 1-Hose Bib  Womens Restroom 2-ADA Lavs 8-ADA Toilets	147,870.00	22,180.50

We appreciate your business! To pay by Credit Card or any questions in regards to your invoice please call (801) 472-4909.	<b>Payments/Credits</b>
--	-------------------------

Email: Office@TKBplumbing.com	<b>Balance Due</b>
-------------------------------	--------------------

722 S 750 E  
 Salem, UT 84653  
 801-472-4909  
 www.TKBplumbing.com



# Invoice

Date	Invoice #
3/20/2024	2316

<b>Bill To:</b>
Big-D Construction 1788 W 200 N Lindon, UT 84042

<b>Jobsite:</b>
Cook Family Park 600 W 800 N Pleasant Grove, UT 84062

P.O. No.	Terms
123715-37785	Due on receipt

Quantity	Description	Rate	Amount
-0.05	3-Floor Drains 1-Hose Bib  Plumbing Chase 1-Floor Drain 1-Condensation Drain 1-4" Floor Cleanout  Platform 1- 1 1/2" water supply for splash pad equipment 1-Hose Bib  Janitor/Mechanical 1-Mop Sink 1-100 gallon electric water heater 1-Hot water recirc pump 1-Expansion Tank 1-Water main shut off / PRV station / Drain down valve  Vestibule 1-Non-Freeze Wall Hydrant  Exterior 1-Non-Freeze Wall Hydrant Includes all plumbing labor & material to complete scope of work as described above. We will provide & install plumbing fixtures & faucets per plans. Drain lines will be PVC, water lines will be insulated copper/pex. Retention 1st Draw	22,180.50	-1,109.03

We appreciate your business! To pay by Credit Card or any questions in regards to your invoice please call (801) 472-4909.	<b>Payments/Credits</b>	\$0.00
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Email: Office@TKBplumbing.com	<b>Balance Due</b>	\$21,071.47
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**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: 21,071.47

Payment Period: 03/31/2024

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: 4/2/2024

TKB Plumbing  
(Company Name)

By: Kristy Taylor  
(Signature)

Office Admin  
(Title)



# PAYMENT REQUEST PR1

Cook Family Park

PG, UT

<b>PREVIOUS BILLINGS (INCLUDING RETAINAGE)</b> .....Bottom line G703 Column D	0.00
<b>SUBTOTAL (THIS MONTH'S WORK)</b> .....Bottom Line G703 Column E	2500.00
<b>LESS RETENTION FOR CURRENT MONTH</b> .....Written as a decimal <u>.05</u> %	125.00
<b>NET AMOUNT DUE THIS PAYMENT REQUEST</b> .....	2,375.00

### BIG-D INTERNAL USE ONLY

JOB NUMBER 123715 VENDOR NO 27904

SUBCONTRACTOR CFM Heating

COST CODE 230000.001 CATEGORY S

RETAINAGE % .05

PAYMENT DUE DATE: 05/15/2024

JOINT CHECK Y        N         
IF YES - ATTACH PAYEE INFORMATION

APPROVED BY: Kurt Kobayashi

DATE: 3/28/2024

### 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: Mindy Munson

DATE: 3/28/2024

**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:** 03/01/24 - 03/31/24**PROJECT NO:** 123715**CONTRACT NO:** 123715-27904**CONTRACT DATE:** 02/28/2024**CERTIFICATE DATE:** 03/28/2024**SUBMITTED DATE:****FROM SUBCONTRACTOR:**

CFM HEATING & A/C  
2675 INDUSTRIAL DR #504  
OGDEN , Utah 84401

**SUBCONTRACT FOR:** 230000.001.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		\$92,290.00
2.	Net change by change orders		\$0.00
3.	Contract Sum to date (Line 1 ± 2)		\$92,290.00
4.	Total completed and stored to date (Column G on detail sheet)		\$2,500.00
5.	Retainage:		
	a. 5.00% of completed work	\$125.00	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$125.00
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$2,375.00
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$0.00
8.	Current payment due:		\$2,375.00
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$89,915.00

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	

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: CFM HEATING &amp; A/C

By: Mindy Munson Date: 3/28/2024

State of:

County of:

Subscribed and sworn to before

me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public:

My commission expires:

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: 03/20/2024

PERIOD: 03/01/24 - 03/31/24

**Contract Lines**

A	B	C	D	E	F	G		H	I	
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	23-230000.S HVAC.Subcontract	Restroom & Storage Building	\$92,290.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	2.71%	\$89,790.00	\$125.00
<b>TOTALS:</b>			<b>\$92,290.00</b>	<b>\$0.00</b>	<b>\$2,500.00</b>	<b>\$0.00</b>	<b>\$2,500.00</b>	<b>2.71%</b>	<b>\$89,790.00</b>	<b>\$125.00</b>

**Change Orders**

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
2	CCO # 001 123715-27904-CCO001-CFM Heating								
2.1	23-230000.S Schedule	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
<b>TOTALS:</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>NaN%</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Grand Totals**

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
<b>GRAND TOTALS:</b>		<b>\$92,290.00</b>	<b>\$0.00</b>	<b>\$2,500.00</b>	<b>\$0.00</b>	<b>\$2,500.00</b>	<b>2.71%</b>	<b>\$89,790.00</b>	<b>\$125.00</b>

## SUBCONTRACTOR/VENDOR APPLICATION AND CERTIFICATION FOR PAYMENT

SUBCONTRACTOR NAME: <b>CFM HEATING &amp; A/C INC</b>	PROJECT NAME: <b>COOK FAMILY PARK</b>	APPLICATION NO.: <b>1533-01</b>
SUBCONTRACTOR ADDRESS: <b>2675 INDUSTRIAL DR #504</b>	PROJECT ADDRESS: <b>600 W 800 N</b>	
<b>OGDEN, UT 84401</b>	<b>PLEASANT GROVE, UT 84062</b>	APPLICATION DATE: <b>03/20/24</b>
SUBCONTRACTOR PHONE: <b>801-941-4213, 801-755-1036</b>	SEND TO: <b>BIG-D CONSTRUCTION</b>	PERIOD FROM: <b>03/01/24</b>
CONTACT NAME: <b>Mindy Munson/Toni Reeves</b>	<b>1788 W 200 N</b>	PERIOD TO: <b>03/31/24</b>
CONTACT EMAIL: <a href="mailto:mmcfmheating@gmail.com">mmcfmheating@gmail.com</a> , <a href="mailto:trcfmheating@gmail.com">trcfmheating@gmail.com</a>	<b>LINDON, UT 84042</b>	

### SUBCONTRACTOR'S CONTRACT SUMMARY

1. ORIGINAL CONTRACT SUM	\$	92,290.00
2. APPROVED CHANGE ORDERS	\$	-
3. ADJUSTED CONTRACT SUM (Line 1 ± 2)	\$	92,290.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on SOV)		2,500.00
5. RETAINAGE:		
a. 5% of Work Complete		125.00
6. TOTAL EARNED LESS RETAINAGE	\$	2,375.00
7. LESS PREVIOUS APPLICATIONS		-
8. AMOUNT DUE THIS REQUEST	\$	2,375.00

I hereby certify that the work performed and the materials supplied to date, as shown in this Application for Payment, represent the actual value of accomplishment under the terms of the Subcontract Agreement - and all authorized changes thereto - between General Contractor and the undersigned, relating to the above referenced project

I further certify that all payments, less any applicable retention, through the period covered by previous payments received from General Contractor have been made in full to (1) all my subcontractors 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.

SUBCONTRACTOR:

By: *Toni Reeves* Date: 3/20/2024  
 Title: OFFICE ADMINISTRATOR



CFM Heating & Air Conditioning, Inc.  
 2675 Industrial Drive  
 Ogden, Utah 84401



### SUBCONTRACTORS SCHEDULE OF VALUES

SUBCONTRACTOR NAME: **CFM HEATING & A/C INC**

PROJECT NAME: **COOK FAMILY PARK**

APPLICATION NO: **1533-01**

APPLICATION DATE: **03/20/24**

PERIOD FROM: **03/01/24**

PERIOD TO: **03/31/24**

RETAINAGE PERCENT HELD: **5.0%**

A ITEM NO.	B ORIGINAL CONTRACT DETAIL	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE	J PAYMENT DUE THIS REQUEST
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		COMPLETED AND STORED TO DATE (D+E+F)	PERCENT COMPLETE (G/C)			
1	CONTRACT COORDINATION	\$2,500.00		\$2,500.00		\$2,500.00	100.00%		\$125.00	\$2,375.00
2	SHOP SHEETMETAL	\$31,952.00						\$31,952.00		
3	ROUND DUCT	\$4,070.00						\$4,070.00		
4	SQUARE DUCT	\$2,760.00						\$2,760.00		
5	SET EQUIPMENT	\$4,020.00						\$4,020.00		
6	GRILLES/REGISTERS	\$2,060.00						\$2,060.00		
7	CONTROLS	\$2,660.00						\$2,660.00		
8	CHECK TEST START	\$2,060.00						\$2,060.00		
9	TEST & BALANCE	\$2,663.00						\$2,663.00		
10	EQUIPMENT	\$30,025.00						\$30,025.00		
11	INSULATION	\$2,895.00						\$2,895.00		
12	SEISMIC	\$4,625.00						\$4,625.00		
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
	<b>ORIGINAL CONTRACT TOTAL</b>	<b>\$ 92,290.00</b>	<b>\$ -</b>	<b>\$ 2,500.00</b>	<b>\$ -</b>	<b>\$ 2,500.00</b>	<b>2.71%</b>	<b>\$ 89,790.00</b>	<b>\$ 125.00</b>	<b>\$2,375.00</b>

APPROVED CHANGE ORDERS

1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
	<b>APPROVED CHANGE ORDER TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	
	<b>GRAND TOTALS</b>	<b>\$ 92,290.00</b>	<b>\$ -</b>	<b>\$ 2,500.00</b>	<b>\$ -</b>	<b>\$ 2,500.00</b>	<b>2.71%</b>	<b>\$ 89,790.00</b>	<b>\$ 125.00</b>	<b>\$2,375.00</b>

UTAH WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: COOK FAMILY PARK

Property Location: **600 W 800 N PLEASANT GROVE, UT 84062**

Undersigned's Customer: **BIG-D CONSTRUCTION**

Invoice/Payment Application Number: 1533-01

Payment Amount: \$2,375.00

Payment Period: Through 3/31/24

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:

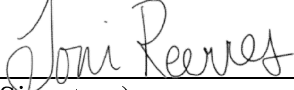
- (1) the undersigned endorses a check in the above referenced Payment Amount payable to the undersigned; and
- (2) the check is paid by the depository institution on which it is drawn.

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.

CFM Heating & Air Conditioning, Inc.

Dated: 03/20/2024

  
\_\_\_\_\_  
(Signature)  
Office Administrator  
(Title)

By: Toni Reeves  
(Printed name)



**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: 2,375.00

Payment Period: March 1, 2024 to March 31, 2024

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: 3/28/2024

CFM Heating  
(Company Name)

By: Mindy Munson  
(Signature)

Office Manager  
(Title)

**RESOLUTION NO. 2024-19**

**A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO SIGN PUBLIC UTILITY EASEMENT IN FAVOR OF ROCKY MOUNTAIN POWER REGARDING THE GRANTING OF A PUBLIC UTILITY EASEMENT FOR PROPERTY LOCATED 600 NORTH AND 600 WEST IN PLEASANT GROVE, UTAH COUNTY, UTAH FOR THE COOK FAMILY PARK PROJECT.**

**WHEREAS**, Pleasant Grove City owns real property in the approximate location of 600 North and 600 West, Pleasant Grove, Utah; and

**WHEREAS**, the property is being developed into a large park facility known as the Cook Family Park; and

**WHEREAS**, said property requires electric power to the various facilities located on the park property; and

**WHEREAS**, Rocky Mountain Power is capable and qualified to provide said electric power needs; and

**WHEREAS**, City desires to grant a public utility easement in favor of Rocky Mountain Power so that the required infrastructure and power can be constructed and installed; and

**WHEREAS**, Rocky Mountain Power requires said easement in order to provide the necessary power services.

**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 “Public Utility Easement” which is attached hereto 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 23rd day of April, 2024.

---

Guy L. Fugal, Mayor

**ATTEST:**

\_\_\_\_\_  
Wendy Thorpe,  
City Recorder

**Motion: Council Member** \_\_\_\_\_

**Second: Council Member** \_\_\_\_\_

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

REV041216

Return to:

Rocky Mountain Power

Lisa Louder/Jack Pehkonen

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

Project Name: Cooks Public Works Project- PUE

WO#: 7061347

RW#:

### **PUBLIC UTILITY EASEMENT**

City of Pleasant Grove, a Utah municipal corporation, the undersigned, hereby dedicates a Public Utility Easement described below for the use and installation of public utility facilities as provided in Utah Code Section 54-3-27. The public utility shall have the right to install, maintain, operate, repair, remove, replace, or relocate public utility facilities, including the right of ingress and egress, within said Public Utility Easement. Said public utility easement is non-exclusive and may be used by all public utilities according to the terms of the Public Utility Easement statute.

A public utility easement, upon part of an entire tract of property situate in the SW1/4 NW1/4 of Section 20, Township 5 South, Range 2 East, Salt Lake Base and Meridian. The easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors successors, heirs and assigns. The boundaries of said public utility easement are described as follows:

Beginning at a point in the existing easterly right of way line of 600 West Street, which point is 642.03 feet N.00°18'23"W. along the Section line and 1230.99 feet East and 344.62 feet S.00°29'23"W. from the West Quarter corner of said Section 20; and running thence S.89°58'38"E. 107.62 feet; thence N.00°01'22"E. 3.99 feet; thence S.89°58'38"E. 14.01 feet; thence S.00°01'22"W. 13.99 feet; thence N.89°58'38"W. 121.71 feet to said existing easterly right of way line; thence N.00°29'23"E. 10.00 feet along said existing easterly right of way line to the point of beginning.

Area contains 1,273 square feet or 0.029 acre

(Note: Rotate above bearings 00°01'22" counterclockwise to equal NAD83 bearings)

Assessor Parcel No.

14:055:0180

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the

right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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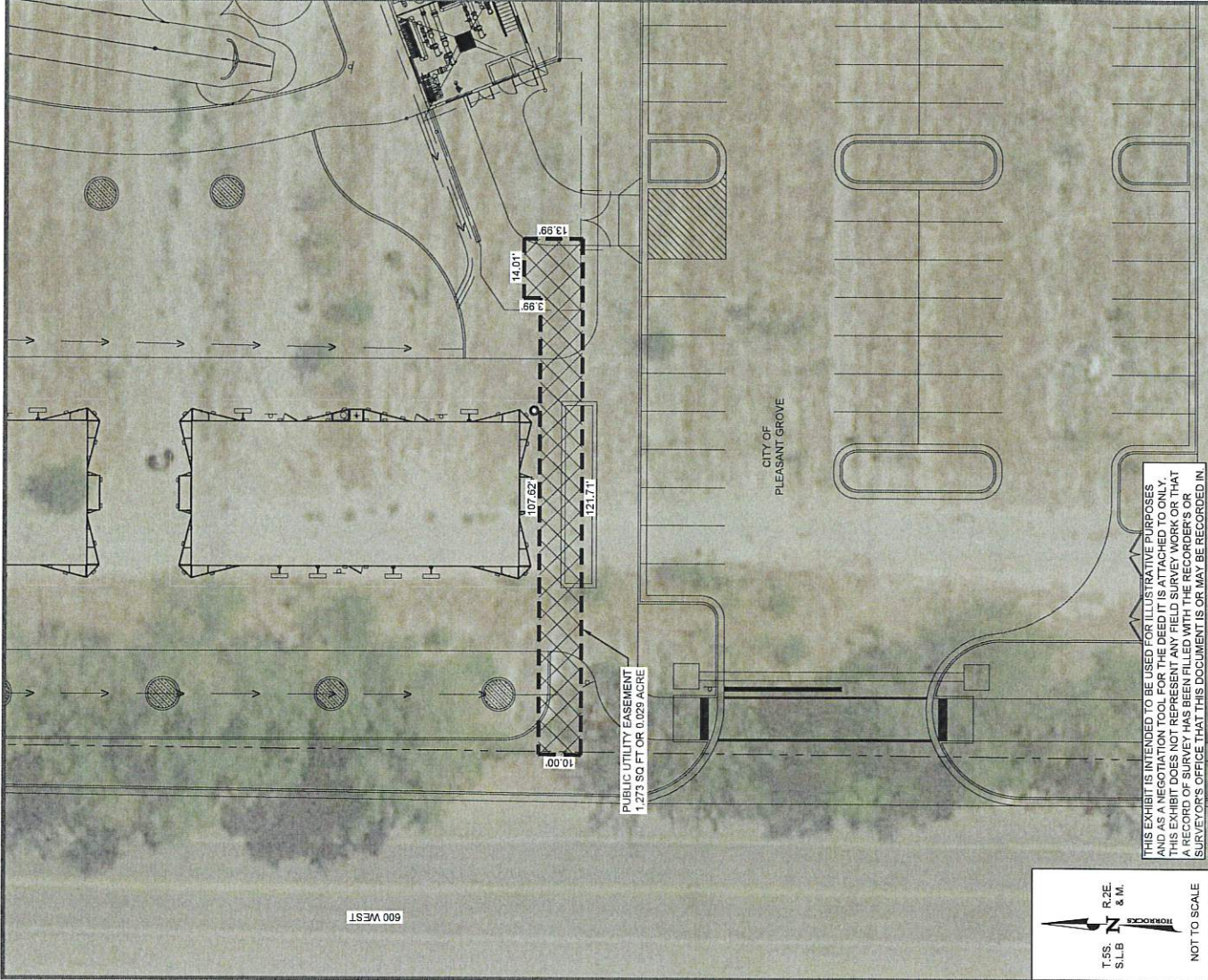
Pleasant Grove City **GRANTOR**

APPROVED AS TO FORM

By: \_\_\_\_\_  
Rocky Mountain Power representative







THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION OR RECORDING. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILLED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

T.S.S.  
S.L.L.B.  
R.Z.E.  
& M.

NOT TO SCALE

<p>2182 West Grove Parkway, Suite 400, Pleasant Grove, UT 84012 801-265-5410 www.horrocksengineering.com</p>	<p><b>COOKS PUBLIC WORKS PROJECT</b></p>		<p>PROJECT: UT-0058-2101-107</p>
	<p>EASEMENT EXHIBIT</p>		<p>DATE: 04/2024</p>
			<p>DRAWING: EX-01</p>

**RESOLUTION NO. 2024-020**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A GENERAL SERVICE CONTRACT AGREEMENT WITH PACIFICORP dba ROCKY MOUNTAIN POWER TO PROVIDE ELECTRIC SERVICE TO THE COOK FAMILY PARK NEAR 600 WEST 600 NORTH, PLEASANT GROVE, UTAH; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, PACIFICORP dba Rocky Mountain Power is in the business of generating, transmitting, and distributing electric energy within Pleasant Grove City; and

**WHEREAS**, Pleasant Grove City is in need of electric service to the Cook Family Park Project site located generally at 600 West 600 North, Pleasant Grove, Utah; and

**WHEREAS**, Rocky Mountain Power is able to provide the necessary power and electric service by extending certain infrastructure features to the site; and

**WHEREAS**, said extension of service entails certain costs; and

**WHEREAS**, Rocky Mountain Power and City have reached an agreement as to how the service will be provided and the respective parties’ responsibility for said costs;

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

**SECTION 1**

The Mayor of Pleasant Grove City is hereby authorized to sign the General Service Contract (1000 KVA or less) Agreement with Rocky Mountain Power to provide power to Pleasant Grove City at the Cook Family Park Project site.

**SECTION 2**

This resolution is effective immediately.

**THIS RESOLUTION APPROVED AND ADOPTED** this 23<sup>rd</sup> day of April, 2024 by the City Council of Pleasant Grove City, Utah.

\_\_\_\_\_  
Guy L. Fugal, Mayor

ATTEST:

(SEAL)

\_\_\_\_\_  
Wendy Thorpe, City Recorder, CMC

**Motion: Council Member** \_\_\_\_\_

**Second: Council Member** \_\_\_\_\_

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

**GENERAL SERVICE CONTRACT  
(1000 KVA OR LESS)  
between  
ROCKY MOUNTAIN POWER  
and  
PLEASANT GROVE CITY**

This General Service Contract ("Contract"), dated April 12, 2024, is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **Pleasant Grove City** ("Customer"), for electric service for Customer's Public City Park operation at or near 600 W 800 N, Pleasant Grove, Utah.

Company's filed tariffs (the "Electric Service Schedules" and the "Electric Service Regulations") and the rules of the Utah Public Service Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide 277/480 volt, three-phase electric service to the Customer facilities.
2. **Contract Demand.** The demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 78 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract)(the "Contract Demand").

After 36 months of service the Company may reduce Contract Demand to the maximum recorded and billed demand in the previous 36 months. The reduction in Contract Demand shall become effective thirty (30) days after the Company provides notice.

Within fifteen (15) days of Customer's written request for capacity above the Contract Demand, Company shall advise Customer in writing whether the additional power and energy is currently available, or if not currently available, initiate the processes to determine the costs to make it available.

3. **Extension Costs.** Company agrees to invest \$26,734.45 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. Customer trenching, conduit, vault and/or right-of-way ("TCVR"), when provided for Company lines and equipment, may also be subject to refund as calculated using Company standard costs. **(Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

— **Refund Option.** The total Customer Advance for this work is \$16,806.55, and the **balance due is \$16,806.55**, and Customer remains eligible for refunds. Company will refund part of the Customer Advance if additional customers connect to the Improvements within ten (10) years of the date Company is ready to supply service. Company will refund 20% of the refundable Customer Advance allocable to the **shared** Improvements for four additional applicants. Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.

— **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250 and waives their right to refunds should additional applicants connect to the Improvements. Accordingly, the balance due is \$16,556.55.**

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's monthly bill**; or, (2) \$370.83 (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. 6 and superseding schedules. Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
6. **Contract Minimum Billing Term.** This Contract becomes binding when both Company and Customer have signed it, and will remain in effect for five (5) years following the date when Company is ready to supply service (the "Term").

Following execution of Contract but prior to completion of installation of Company's Improvements, Customer may terminate Contract by notifying Company of their intent to not take service. If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. Upon Customer or Company termination of Contract, Customer shall pay Company costs incurred for design, permitting, surveying, cancelation orders, Improvements installed and other associated Contract costs. Customer's Advance, if any, will be applied to costs incurred, and Customer will promptly pay Company any costs in excess of the Advance upon receipt of notice. If the Advance exceeds the costs incurred, Company will promptly refund the portion of the Advance in excess of costs incurred.

However, if Company has completed installation of Improvements and does not terminate Contract, Customer shall be responsible for paying the Contract Minimum Billing for the full Term irrespective of Customer taking, not taking, or terminating service.

7. **Customer Obligations.** Customer agrees to:
  - a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or third party property and any permits, fees, etc. required to cross public lands;

- b) Prepare the route to Company's specifications;
  - c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways;
  - d) Repair, or pay for the repair of, any damage to Company's facilities except damage caused by the negligence of Company; and,
  - e) Comply with all of Company's tariffs, procedures, specifications and requirements.
- 8. Special Provisions:** The Customer shall obtain easement encompassing all Company facilities, except for metering equipment and service conductors, on the Utah County parcels: 14:026:0082 & 14:025:0140. The easement shall be in favor of the Company using the Company's standard Right-of-Way documentation as provided to the Customer along with this Agreement.
- 9. Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in Company's Electric Service Requirements Manual, and other specifications as otherwise provided by Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this Contract.

- 10. Design, Construction, Ownership and Operation.** Company shall design, construct, install, and operate the Improvements in accordance with Company's standards. Company will own the Improvements, together with Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or Company's other electric utility facilities. Under no circumstances shall Company be liable for other economic losses, including but not limited to consequential damages. Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of Company.

No other party, including Customer, shall have the right to operate or maintain Company's electric utility facilities or the Improvements. Customer shall not have physical access to Company's electric utility facilities or the Improvements and shall engage in no activities on or related to Company's electric utility facilities or the Improvements.

- 11. Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require customer payments be sent by wire or ACH with remittance detail. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as quoted in The Wall Street Journal.

Company may request deposits from Customer to the extent permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, Company may exercise any or all of its rights and remedies with respect to any such deposits.

- 12. Furnishing Information and Deposits.** Customer represents that all information it has furnished or shall furnish to Company in connection with this Contract shall be accurate and complete in all material respects. Company will base its decision with respect to credit, deposits, allowances or any other material matter on information furnished under this section by Customer. Should such information be inaccurate or incomplete, Company shall have the right to revoke or modify this Contract and/or its decision to reflect the determination Company would have made had Company received accurate and complete information. Company may request deposits, for the purpose of guaranteeing payment of electric service bills, as permitted under the Company's Utah Electric Service Regulation No. 9.

- 13. Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.

- 14. Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under Company's policies, the Electric Service Regulations, and the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to Company. Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule.

Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.

**15. Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

**16. Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

**17. Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

**18. Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

**PLEASANT GROVE CITY**

By \_\_\_\_\_  
signature

\_\_\_\_\_  
NAME (type or print legibly)      TITLE

\_\_\_\_\_  
DATE

Customer's Mailing Address for Executed Contract

Wendy Thorpe  
ATTENTION OF

70 S 100 E  
ADDRESS

Pleasant Grove, UT 84062  
CITY, STATE, ZIP

wthorpe@pgcity.org  
EMAIL ADDRESS

**ROCKY MOUNTAIN POWER**

By \_\_\_\_\_  
signature

Bryan Millward      Manager  
NAME (type or print legibly)      TITLE

\_\_\_\_\_  
DATE

Rocky Mountain Power's Mailing Address for Executed Contract

70 N 200 E  
ADDRESS

American Fork, UT 84003  
CITY, STATE, ZIP

bryan.millward@rockymountainpower.net  
EMAIL ADDRESS



**Ordinance No. 2024-10**

**AN ORDINANCE AMENDING TITLE 5 CHAPTER 1C SECTION 1 “CONDITIONS OF ANIMAL OWNERSHIP; 5-1C-6 “CRUELTY TO ANIMALS”; 5-1C-12 “LIVESTOCK”; AND 5-1F-4 “ISOLATION OF BITING ANIMALS OR SUSPECTED RABID ANIMALS” 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**, the City finds it necessary to amend and update the Animal Control ordinances periodically to provide additional regulations; and

**WHEREAS**, the ordinance amendments are intended to provide additional guidance for animal owners and protection for animals housed within the City; and

**WHEREAS**, after consideration of all the relevant factors, the Pleasant Grove City Council finds and determines that it is in the best interest of the health, safety and general welfare of its current and future residents to adopt this ordinance in order to provide adequate regulation of animals within the city limits;

**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 5 Chapter 1C Section 1 “Conditions of Animal Ownership: and Title 5 Chapter 1C Section 6 “Cruelty to Animals” and Title 5 Chapter 1C-12 “Livestock” and 5-1F-4 “Isolation of Biting Animals or Suspected Rabid Animals” are hereby adopted and added to the Animal Control Ordinance to read as follows:

**5-1C-1: CONDITIONS OF ANIMAL OWNERSHIP:**

Animals or keepers must comply with the following conditions of animal ownership, and the animal control officer may require as a condition of licensing such owners and keepers to sign a contract agreeing to comply with such conditions:

- A. Restraint Or Confinement: Animals shall be restrained or confined as required by law.
- B. Humane Treatment: Animals shall be humanely treated at all times and no conditions shall be maintained or permitted that is or could be injurious to the animal. All animals shall be supplied with sufficient good and wholesome food and fresh water as often as the feeding habits of the respective animals require.

C. Obtaining Of Required Vaccinations And Licenses: Vaccinations, licenses and permits shall be obtained as required by law.

D. Buildings Or Enclosures. Every building or enclosure wherein animals are maintained shall be constructed of a material easily cleaned and shall be kept in a sanitary condition. The building shall be properly ventilated to prevent drafts and to remove odors. Heating, cooling, and shelter shall be provided as required according to the physical need of the animal, with sufficient light to allow observation of animals and sanitation.

E. Medical Treatment. Medical treatment shall be provided as necessary in order to maintain the health of the animals.

F. Size of Accommodations. All animal rooms, cages, kennels, and runs shall be of sufficient size to provide adequate and proper accommodation for the animals kept therein.

G. Sanitation Of Premises: Animal premises shall be kept sanitary and shall not constitute a fly breeding reservoir, attract rodents, or be a source of offensive odors or of human or animal disease.

H. Public Nuisance Or Hazard Prohibited: Animals and animal premises shall not be permitted to disturb the peace or constitute a public nuisance or hazard, nor shall animals be permitted to go onto the property of another without the consent of said property owner or occupant. (Ord. 2000-10, 3-21-2000)

#### 5-1C-6: CRUELTY TO ANIMALS:

A. A person commits cruelty to animals if that person intentionally or knowingly:

1. Fails to provide any animal in that person's charge or custody with adequate food, drink, care, and shelter;
2. Abandons an animal in that person's custody;
3. Carries or confines any animal in or upon any vehicle in a cruel or inhumane manner, including but not limited to carrying or confining such animal without adequate ventilation or for an unusual length of time;
4. Kills, maims, disfigures, tortures, beats with a stick, chain, club, or other object, mutilates, burns, scalds, over-drives, overworks, or otherwise cruelly acts upon any animal. Each offense shall constitute a separate violation;
5. Makes accessible to any animal, with intent to cause harm or death, any substance which has in any manner been treated or prepared with any harmful or poisonous substance. This provision shall not be interpreted so as to prohibit the use of poisonous substances for the control of vermin in furtherance of the public health, when applied in such a manner as to reasonably prohibit access to other animals;
6. Causes any animal to fight with another animal or creature of like kind for amusement or gain; or causes any animal to fight with a different kind of animal or creature for amusement or gain.

B. Authority to take possession of animals – Lien for Care:

1. Any law enforcement officer may take possession of any animals being treated cruelly and, after reasonable efforts to notify the owner, may provide shelter and care for them or upon permission of the owner, destroy them.
2. Officers caring for animals pursuant to this section have a lien in favor of Pleasant Grove City for the reasonable value of the care and/or destruction of the animal. Any court upon proof that the owner has been notified of the lien and amount due, at least five (5) days prior, shall order the animal sold at public auction or destroyed.
3. Any law enforcement officer may humanely destroy any animal found suffering past recovery for any useful purpose. Before destroying the animal, the officer shall obtain the judgment of a veterinarian, or of two reputable citizens called by the officer to view the animal in the officer's presence or shall obtain consent to the destruction from the owner of the animal. The owner may be cited and/or charged for impound and sheltering fees.

C. Any person who injures any animal, whether belonging to himself or another, shall be guilty of a class B misdemeanor if such conduct was committed intentionally or knowingly, or a class C misdemeanor if such conduct was committed recklessly or with criminal negligence. Any person who, within the city, tortures any animal or kills an animal without having a legal privilege to do so shall be guilty of a class B misdemeanor. Upon conviction of a violation of this section, the violator thereof shall be subject to penalty as provided in section 1-4-1 of this code. (Ord. 2000-10, 3-21-2000; amd. 2003 Code)

**5-1C-12: LIVESTOCK:**

A. At Large Prohibited: It is unlawful for any person owning or having the custody, possession or control of any animal of a class of livestock or fowl to allow, either negligently or with specific intent, the animal to run at large. The following provisions shall apply:

1. For purposes of this subsection the term "livestock" includes cattle, sheep, goats, swine, horses, mules, donkeys, poultry, and any other domestic animal (other than dogs or cats) or domestic fur bearing animal.
2. It is unlawful for any person owning or having the custody, possession, or control of livestock to allow, either negligently or with specific intent, the animal to run at large.
3. All fencing of property where livestock are kept shall be of sufficient construction to prevent the escape of or injury to the animals being confined within the fencing. The fencing shall be maintained so that no part of such fence, absent extraordinary circumstances, may be broken, damaged, or in any way create the possibility of injury to the confined animal or to allow the escape thereof.
4. Any animal in violation of this section may be impounded.
5. All persons owning or having the custody, possession, or control of livestock shall be strictly liable for all damages caused by any such livestock.

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~~B.—Impounding: Any animal in violation of this section may be impounded.~~ (Ord. 2000-10, 3-21-2000)

**5-1F-4: ISOLATION OF BITING ANIMALS OR SUSPECTED RABID ANIMALS:**

Upon the reasonable order of the animal control officer or public health officer, a biting animal or suspected rabid animal shall be isolated, at owner's expense, if owned, in strict confinement under proper care and under the observation of the animal control officer, or other adequate facility in a manner approved by the animal control officer or the county health department.

Refusal to comply with order of quarantine. An owner who refuses to comply with an order issued under this section to deliver an animal to an officer, isolation facility or veterinarian or who does not comply with the conditions of an order that an animal be quarantined shall be found in violation of this section.

(Ord. 2000-10, 3-21-2000)

**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 23rd day of April 2024.

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Guy L. Fugal, Mayor

**ATTEST:**

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Wendy Thorpe,  
City Recorder