



CITY COUNCIL REGULAR MEETING

Tuesday, October 18, 2022, at 7:00 PM
Court Room/Council Chambers (2nd Floor) and Online

MEETINGS HELD IN PERSON & ONLINE

The public is invited to participate as outlined below:

- **In Person** – Meetings are held on the 2nd floor in the Court Room/Council Chambers at City Hall
- **YouTube Live** – Public meetings will be shown live on the Santaquin City YouTube Channel, which can be found at <https://bit.ly/2P7ICfQ> or by searching for Santaquin City Channel on YouTube.

ADA NOTICE

If you are planning to attend this Public Meeting and due to a disability need assistance in understanding or participating in the meeting, please notify the City Office ten or more hours in advance and we will, within reason, provide what assistance may be required.

AGENDA

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION / INSPIRATIONAL THOUGHT

DECLARATION OF POTENTIAL CONFLICTS OF INTEREST

CONSENT AGENDA (MINUTES, BILLS, ITEMS)

Minutes

- [1.](#) September 20, 2022 City Council Work Session Minutes
- [2.](#) September 20, 2022 City Council Regular Meeting Minutes
- [3.](#) October 4, 2022 City Council Regular Meeting Minutes

Bills

- [4.](#) City Expenditures from 10/01/2022 to 10/14/2022 in the amount of \$1,144,582.29

PUBLIC FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS

Recognitions

5. Jen Wagner - "Making a Difference" Quality Library Award
6. Payson & Santaquin Chamber Quarterly Update

Public Forum

BUILDING PERMIT & BUSINESS LICENSE REPORT

NEW BUSINESS

Ordinances and Resolutions

- [7.](#) Ordinance 10-01-2022 Tanner Annexation
- [8.](#) Resolution 10-05-2022 Tanner Development Agreement
- [9.](#) Ordinance 10-02-2022 Detached Accessory Dwelling Units in the R10 Zone
- [10.](#) Resolution 10-03-2022 Mt. Nebo Water Agency Agreement Amendment (Second)
- [11.](#) Resolution 10-04-2022 Vault Privy Maintenance Agreement
- [12.](#) Resolution 10-06-2022 HMGP Grant Funding Agreement Approval

CONVENE OF THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY

13. Discussion & Possible Action: Notification of an upcoming public hearing (scheduled for November 15th) for Approval of Project Area Plan and Project Area Plan Budget

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

REPORTS BY MAYOR AND COUNCIL MEMBERS

EXECUTIVE SESSION (May be called to discuss the character, professional competence, or physical or mental health of an individual)

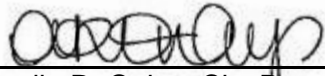
EXECUTIVE SESSION (May be called to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property)

ADJOURNMENT

CERTIFICATE OF MAILING/POSTING

The undersigned duly appointed City Recorder for the municipality of Santaquin City hereby certifies that a copy of the foregoing Notice and Agenda was posted on www.santaquin.org, Santaquin City Social Media sites, posted in three physical locations, and posted on the State of Utah's Public Notice Website.

BY:



Amalie R. Ottley, City Recorder



CITY COUNCIL WORK SESSION MEETING

Tuesday, September 20, 2022, at 5:30 pm
Court Room/Council Chambers (2nd Floor) and Online

MINUTES

Mayor Olson called the meeting to order at 5:34 p.m.

ROLL CALL

Councilors present included Councilors Siddoway, Adcock, Montoya, and Mecham (via Zoom)

Councilors Hathaway was excused from the meeting.

Staff members present included City Manager Norm Beagley, Assistant City Manager Jason Bond (via Zoom), Deputy Recorder Camille Moffat, Assistant Kathy Swenson.

Various members of the public attended the meeting.

PLEDGE OF ALLEGIANCE

Councilor Montoya led the pledge of allegiance.

INVOCATION / INSPIRATIONAL THOUGHT

An invocation was offered by Councilor Adcock

DISCUSSION ITEMS

1. Follow Up to Orchard Days with Shauna Jo Eves

Community Services Recreation/Events Supervisor Shauna Jo Eves updated the council on the most recent Orchard Days. The revenue from Orchard Days was approximately \$63,000, and the expenses were just under \$74,000. Ms. Eves addressed the growing concern of saving seats at the rodeo, allowing dogs at the events, outside food and drink, and limited parking.

Council and staff discussed possible solutions to the issues Ms. Eves brought up.

2. Upcoming Agenda Items

Mayor Olson led a discussion between the Council and staff on upcoming agenda items.

3. Other Business

ADJOURNMENT

Councilor Montoya motioned to adjourn the Work Session Meeting. Councilor Siddoway seconded the motion.

Meeting adjourned at 6:19 p.m.

ATTEST:

Dan Olson, Mayor

Camille Moffat, Deputy City Recorder



CITY COUNCIL REGULAR MEETING

Tuesday, September 20, 2020, at 7:00 pm
Court Room/Council Chambers (2nd Floor) and Online

AGENDA

Mayor Olson called the meeting to order at 7:00 p.m.

ROLL CALL

Councilors present included Councilors Siddoway, Adcock, Montoya, Mecham (via Zoom)

Councilor Hathaway was excused from the meeting.

Others present included City Manager Norm Beagley, Assistant City Manager Jason Bond (via Zoom), Deputy Recorder Camille Moffat, Assistant Kathy Swenson

Various members of the public attended the meeting.

PLEDGE OF ALLEGIANCE

Councilor Adcock led the Pledge of Allegiance

INVOCATION/INSPIRATIONAL THOUGHT

Mayor Dan Olson offered an invocation

DECLARATION OF POTENTIAL CONFLICTS OF INTEREST

There were no declarations of potential conflicts offered by any of the councilors.

CONSENT AGENDA (MINUTES, BILLS, ITEMS)

1. City Expenditures from 09/01/2022 to 09/14/2022 in the amount of \$1,536,316.10
Items
2. Resolution 09-07-2022 Declaring Surplus Property

Councilor Montoya motioned to approve the consent agenda. Councilor Siddoway seconded the motion.

Councilor Mecham	Yes
Councilor Siddoway	Yes
Councilor Adcock	Yes
Councilor Montoya	Yes
Councilor Hathaway	Absent

RECOGNITIONS

3. Payson & Santaquin Area Chamber of Commerce – Business of the Month
Jim Roland, the Treasurer on the Executive Board of the Payson Santaquin Area Chamber of Commerce addressed the council. He explained that the Board has made the decision to slow down the business of the month program and transition to a business of the quarter program.

Each month the chamber will highlight an employee at a business and highlight that business, and then pull from this group of businesses every quarter for the business of the quarter. Mr. Roland reported that the Hometown Market nights has been mostly well-attended. He also reported on the Chamber's ice cream booth and pancake breakfast at Orchard Days. Mr. Roland asked the council what they think are the most effective ways to reach people.

4. Paige Steele

Community Services Recreation/Events Supervisor Shauna Jo Eves introduced Paige Steele. Ms. Steele has volunteered for the last 18+ years with the Orchard Days rodeo, Rodeo Queen contest, and the Little Buckaroo rodeo. Ms. Steele has been at the head of the committees that plan and coordinate these events for the last 6 years. Ms. Steele thanked the Roping Club, her family, and the City Council.

PUBLIC FORUM

5. Miss Santaquin Molly Mortensen

Miss Santaquin Molly Mortensen was accompanied by 1st Attendant Jade Haymore and 2nd Attendant Karen Rowley. Ms. Mortensen explained that the pageant where the new Miss Santaquin would be crowned would be on October 1st. Miss Mortensen announced some of the things she had accomplished the past year while serving as Miss Santaquin, including welcoming kindergarteners to school, visiting residents at Seasons of Santaquin, socialized at Rowley's Red Barn pumpkin patch, volunteered at Senior Citizen Thanksgiving lunch, choreographed and performed during Santaquin Holly Days, judged STEM projects at Apple Valley, went to school carnival, and judged and performed at Mr. Payson.

Miss Mortensen also explained how she served based on her platform of "Find Confidence and Make the World Your Stage". This consisted of teaching line dancing to a couple of wards in the city, throwing an adult prom, teaching a love yourself lesson for Valentines Day, helped with Sounds of Santaquin, held a service project with alumni Santaquin royalties and made blankets and donated them to the food and care coalition in Provo. Over the past year, the Santaquin royalty have served over 80 hours.

1st Attendant Jade Haymore thanked Miss Mortensen, everyone who works for the city, and especially the councilors and mayor.

2nd Attendant Karen Rowley thanked the City Council as well.

Dale Rowley representing Cherry Hill Farms addressed the City Council. Mr. Rowley thanked City Council and Staff for advertising the emergency preparedness fair scheduled for the upcoming Saturday.

Mr. Rowley explained that he visited with City Manager Beagley about the city code related to multifamily developments going up next to orchards. Mr. Beagley did research and determined that city code requires certain fencing that needs to be installed between the landowner and new developments. Mr. Rowley explained, however, that the proposed development butts up across the street, rather than at the fence line. According to staff, city code cannot force someone to do something on somebody else's property. Mr. Rowley expressed concern that when a large multi-family project goes in across the street from an orchard or horticulture area and there is not some type of barrier, it puts a financial burden on the owner of the horticultural property to put in a fence. Mr. Rowley suggested that as the city council goes through city code, to consider a monetary allowance for property owners where multifamily is going in across the street to deter people from walking through their orchards.

Mayor Olson asked about the agreement with the developer that they are supposed to understand that they are building in an agricultural zone, and what “teeth” the development agreement have that notes that.

There was a discussion between council and city staff.

BUILDING DEPARTMENT & BUSINESS LICENSE REPORT

Mr. Beagley presented the Building Permit & Business License Report. Building permits for 245 dwelling units and 2 commercial buildings have been issued in 2022. 3 new businesses have been licensed since September 6, 2022.

NEW BUSINESS

6. Resolution 09-04-2022 Utah County CDBG Agreement Amendment #2

Mr. Beagley explained that this is an amendment to an agreement that updates wording from the federal side. It has been reviewed by city staff and the city attorney.

Councilor Montoya moved to approve Resolution 09-04-2022. Councilor Adcock seconded the motion.

Councilor Mecham	Yes
Councilor Siddoway	Yes
Councilor Adcock	Yes
Councilor Montoya	Yes
Councilor Hathaway	Absent

7. Resolution 09-05-2022 Sale of Remnant Property Parcel

Mr. Beagley explained that there is a 600 sq ft piece of property that the city received many years ago for a new road that did not come to fruition. This agreement proposes that the parcel would be sold to the developer of the adjacent parcel.

Councilor Adcock pointed out a typo at the end of the resolution title that will need to be removed.

Councilor Siddoway motioned to approve Resolution 09-05-2022. Councilor Adcock seconded the motion.

Councilor Mecham	Yes
Councilor Siddoway	Yes
Councilor Adcock	Yes
Councilor Montoya	Yes
Councilor Hathaway	Absent

8. Ordinance 09-01-2022 Ercanbrack Property Rezone

Mayor Olsen explained that this rezone is something that the city has been working with Mr. Ercanbrack for some time to get it to a point where it would be beneficial to the city. Mr. Beagley explained that there would be about 5 acres of property that would be rezoned.

Councilor Siddoway asked the developer if they were still planning on selling off the commercial parts of the development.

Garrett Seely, representing the developer, indicated that they are exploring the feasibility of building the entire project themselves.

Councilor Adcock noted that Planning Commission was slow on responding to this rezone in their meeting. The Planning Commission brought up concerns about the aesthetics of housing in the area where the Public Facilities zone and Residential Commercial match up.

Garrett Seeley commented that this was a concern brought up with staff. Due to some utility issues in that spot, it didn't make a lot of sense to have a building here. That area will be parking/open space.

Councilor Adcock also mentioned there is a proposed c-store and there is concern about the turn radius or that any large vehicles would be able to get through.

Garrett Seely commented that their planner put together a schematic that showed the turn radii to make sure that a fifth wheel or anything with a 50-foot trailer could accommodate in that section.

Councilor Adcock motioned to approve Ordinance 09-01-2022 Ercanbrack property rezone. Councilor Siddoway seconded the motion.

Councilor Mecham	Yes
Councilor Siddoway	Yes
Councilor Adcock	Yes
Councilor Montoya	Yes
Councilor Hathaway	Absent

9. Resolution 09-06-2022 Ercanbrack Development Agreement #1

Mr. Beagley explained that the development agreement is facilitated by the rezone passing. The development agreement has gone through the entire process according to state code. It has been reviewed by council, staff, and legal counsel. Mr. Beagley showed the Ercanbrack development's concept plan. Mr. Beagley emphasized that they would still have to follow city code related to parking, access, water line looping, perimeter fencing, etc.

There was a discussion had between city and staff.

Councilor Siddoway moved to approve. Councilor Adcock seconded the motion.

Councilor Mecham	Yes
Councilor Siddoway	Yes
Councilor Adcock	Yes
Councilor Montoya	Yes
Councilor Hathaway	Absent

10. Ordinance 09-02-2022 Moderate Income Housing General Plan Update

Assistant City Manager Jason Bond explained that the Moderate Income Housing Plan is a requirement from the state to create and implement strategies for moderate income housing. The Planning Commission reviewed and gave their recommendation in favor of the four strategies. Because of the certain characteristics of the city, like not having a transit station, Santaquin is required to implement 3 strategies. This plan proposes 4 strategies. Mr. Bond mentioned that the state has indicated that in the event two cities both have a compelling case for that funding, the amount of moderate income housing strategies a city proposes to implement may function as a way to differentiate which city is more qualified. Having 4 shows the city is open minded and trying to support moderate income housing. There is an October 1st deadline for the proposal, so it will need to be addressed tonight.

There was a discussion had between city and staff.

Councilor Adcock motioned to approve Ordinance 09-02-2022 Moderate Income Housing General Plan Update as it is written including the four strategies and implementation plans. Councilor Siddoway seconded the motion.

Councilor Mecham	Yes
Councilor Siddoway	Yes
Councilor Adcock	Yes
Councilor Montoya	Yes
Councilor Hathaway	Absent

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

Mr. Bond noted that there have been some cancelled Planning Commission meetings and there has been a little bit of a slow down with proposals but there are still a lot of things happening in the background. The DRC will also hear some upcoming proposals next week. Mr. Bond expressed appreciation for the council that he could go to a city manager's conference in Ohio.

Mr. Beagley reported paving area and roadway reconstruction projects will begin around the church and some of the roads in Summit Ridge. The city will be sending out an Everbridge notice, and the contractor will be sending out doorhangers. There are also a couple of roads on the east bench that will be affected. The city now own parcel over by Big O Tires for when the interchange can be reconstructed. The next parcel the city is going to pursue is a portion of the parcel Maverick is on. Harvest View ribbon cutting will be on October 18th at 4:30 p.m.

REPORTS BY MAYOR AND COUNCIL MEMBERS

Councilor Siddoway thanked the other council members for judging the Chili Cook Off the day before.

Councilor Adcock reported that the Emergency Preparedness Fair is the upcoming Saturday from 9-12 545 N 200 E. Councilor Adcock also reported that he was approached by fireman in Genola who informed him that as part of their city celebration they are going to have a flag retirement program and have invited the Santaquin American Legion post to be part of that flag retirement party. That will be on October 10th.

Councilor Montoya thanked all of staff and volunteers who made Orchard Days a success. The members of the Youth Council dedicated over 100 hours of service during the week of Orchard Days. Councilor Montoya also thanked Hattie Rowberry who is the staff mentor for Youth Council. October will be a busy week for youth council. Councilor Montoya reported that she was able to help judge and give feedback in the Miss Santaquin practice interviews.

Mayor Olsen reported that they have had good meetings with state senators regarding the critical failure of the north freeway interchange and Burgess Owens' office about opening the canyon. There is a meeting planned the morning of October 14th where UDOT commissioners will be in Santaquin and the city and public can explain their needs. There have been a lot of good steps taken toward corridor preservation. Mayor Olsen asked Mr. Beagley about the state of the P.I. Tank in Summit Ridge. Mr. Beagley responded that the tank is operational, but the pipeline is still being installed down by the reservoir. Mr. Beagley estimates in the next 45-60 days they will be buttoning up things for the winter but will still be working on the booster pump station, which will be operational next year. Mayor Olsen also reported that the city is moving forward with micro trenching for gig speed internet and making good headway with the bike park. There will be an open house for a council meeting in November and a report based on feedback from local business leaders about the needs of the city.

ADJOURNMENT

Councilor Montoya motioned to adjourn the meeting. Councilor Siddoway seconded the motion.

Councilor Mecham	Yes
Councilor Siddoway	Yes
Councilor Adcock	Yes
Councilor Montoya	Yes
Councilor Hathaway	Absent

The meeting was adjourned at 8:24 p.m.

ATTEST:

Dan Olson, Mayor

Camille Moffat, Deputy City Recorder



CITY COUNCIL REGULAR MEETING

Tuesday, October 4th at 7:00 PM

Court Room/Council Chambers (2nd floor) and Online

MINUTES

Mayor Olson called the meeting to order at 7:00 p.m.

ROLL CALL

Councilors present included Councilors Adcock, Hathaway, Mecham, Montoya, and Siddoway.

Others present included City Manager Norm Beagley, Assistant City Manager Jason Bond, Police Chief Rod Hurst, Corporal Bill Hooser, Attorney Brett Rich, Recorder Amalie Ottley, Assistant Kathy Swenson.

Various members of the public were present at the meeting.

PLEDGE OF ALLEGIANCE

Chief Hurst led the Pledge of Allegiance.

INVOCATION/INSPIRATIONAL THOUGHT

An invocation was offered by Councilor Adcock.

DECLARATION OF POTENTIAL CONFLICTS OF INTEREST

There were no declarations of potential conflicts offered by any of the councilors.

CONSENT AGENDA (MINUTES, BILLS, ITEMS)

1. 09-06-2022 City Council Minutes
2. 09-09-2022 City Council Work Session Minutes
3. City Expenditures for 09-15-2022 to 09-30-2022 in the amount of \$661,673.56
4. Police Department Out of State Training for Bill Hooser
5. Resolution 10-01-2022 Surplus Property

Councilor Mecham motioned to approve Consent Agenda items 1 thru 5. Councilor Hathaway seconded the motion.

Councilor Adcock	Yes
Councilor Hathaway	Yes
Councilor Mecham	Yes

Councilor Montoya	Yes
Councilor Siddoway	Yes

Motion passed unanimously in the affirmative.

RECOGNITIONS

6. October 2022 Employee of the Month – Corporal Bill Hooser

Police Chief Hurst presented the Employee of the Month to Corporal Bill Hooser by reading the following statement.

"It is an honor to recognize Corporal Bill Hooser as our October Employee of the Month. Bill has been with the Santaquin City Police Department for the past five years. He started his law enforcement career in New Mexico in 2015 after graduating from the New Mexico Law Enforcement Academy. He served for two years with the San Juan County Sheriff's Department in New Mexico as a deputy sheriff, then had the opportunity to take a position at the Santaquin Police Department. After passing the Utah P.O.S.T physical agility and written exams, he started with our department and hasn't looked back. He has enjoyed working in a smaller agency compared to the very large agency of over 200 officers in New Mexico.

Bill was raised in Utah and is married to his sweetheart of 27 years. He has two daughters who are both in nursing school. In his free time, he enjoys golfing, camping and outdoor recreation.

When asked what he enjoys about his work, he stated he loves making a difference in people's lives. He has really enjoyed his assignment as an investigator because he is able to see the end results after putting in the work. He also loves being over the internship program for high school students with our Santaquin Academy. The program has evolved into something that includes everyone from the department, and then reaches beyond by including every aspect of law enforcement from the 911 call center to evidence requirements to court appearances. The entire department takes pride in this academy and Bill feels privileged to be a part of it.

Thank you, Corporal Hooser, for your contribution to the Santaquin City Police Department. You have impacted many lives for good and our community appreciates you. "

Chief Hurst spoke about Corporal Hooser's admirable work performance and the type of cases Corporal Hooser excels and takes pride in. Chief Hurst expressed his appreciation for Corporal Hooser's work ethic and dedication. He stated that, above all else, Corporal Hooser makes sure that victims of crimes have a voice.

Corporal Hooser thanked the city council and administration for their support of the police department. Councilor Adcock thanked Bill's wife for her support of Corporal Hooser's demanding schedule.

PUBLIC FORUM

Mayor Olson recognized the recent winners of the Miss Santaquin pageant. Alli Blake won the title of Miss Santaquin, Mary Rickman First Attendant, and Arzadia Maestas Second Attendant. Miss Blake spoke to the council about her goal to help the community recognize that everybody

is important using her platform of “You are a gift, so be present.” Alli stated that she looks forward to helping residents and the youth recognize their own creative outlets. Both Mary Rickman and Arzadia Maestas expressed their support of Alli this upcoming year.

Stephanie Taylor, President of the Payson/Santaquin Chamber of Commerce, addressed the City Council concerning the recent Hometown Market and expressed her appreciation of the council’s support over the weeks. Ms. Taylor addressed changes in how local businesses and employees will be recognized at council meetings in the future.

BUILDING PERMIT & BUSINESS LICENSE REPORT

Assistant City Manager Bond presented the Building Permit & Business License Report. 248 total Building Permits have been issued in 2022. One new business license has been issued.

NEW BUSINESS

7. Resolution 10-02-2022 Fire and 911 Ambulance Services Interlocal Cooperation Agreement

Councilor Montoya made a motion to approve Resolution 10-02-2022 The Fire and 911 Ambulance Services Interlocal Cooperation Agreement contingent on final legal approval and notes therein. Councilor Hathaway seconded the motion.

Councilor Adcock	Yes
Councilor Hathaway	Yes
Councilor Mecham	Yes
Councilor Montoya	Yes
Councilor Siddoway	Yes

Motion passed unanimously in the affirmative.

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

Assistant Manager Bond spoke to upcoming items on DRC and Planning Commission Meetings. Mr. Bond stated that the Tanner Annexation proposed zoning and concept plan will be reviewed at the next Planning Commission meeting and will come to the City Council for their consideration thereafter.

Manager Beagley reminded the council of the Utah League of Cities and Towns conference this week. He also reminded the council of the upcoming employee appreciation and family night at Rowley’s Red Barn, October 10th. Mr. Beagley recognized the opening of the pickleball courts and the participation of residents at Harvest View Park and reminded the council members and mayor of the ribbon cutting on Tuesday, October 18th, at 4:30 pm.

Mr. Bond also spoke to a recent Planning Commission training event in coordination with other southern Utah County cities.

Recorder Amalie Ottley spoke about the recent Utah Municipal Clerk's Association conference that she was able to attend in Logan, Utah.

REPORTS BY MAYOR AND COUNCIL MEMBERS

Councilor Montoya spoke about a recent TransPlan 50 meeting in Spanish Fork that she attended. She updated the council about Senior Citizen luncheons and commended staff for their support of senior citizens in our community. She informed the council of an upcoming Library Board meeting. Councilor Montoya reported on recent voting that enacted changes in the Youth City Council. The Youth Council will be actively involved in fall activities in the community in the coming weeks.

Councilor Adcock reported on Fire Chief Lind's ability to obtain a chassis for a much-needed ambulance. Councilor Adcock wanted to make the council and residents aware of the upcoming Santaquin City Cleanup event and encouraged everyone to participate.

Councilor Siddoway and Councilor Mecham had nothing to report.

Councilor Hathaway inquired about an amendment to the Mt. Nebo Water District Agency. Manager Beagley asked that it be submitted to him for staff and City attorney review. Councilor Hathaway thanked the city administration for the ability to participate in a recent TransPlan 50 meeting in Spanish Fork. He also updated that council on upcoming Community Services Board meeting.

Mayor Olson spoke about the repair work in the canyon stopping in August due to contracts not being awarded for Phase 2. Mayor Olson spoke with Senator Owens' office regarding the repair work and engineering in the canyon. He was informed by the senator's office that the canyon road will not be completed before Autumn of 2023. The mayor spoke to the headway being made at Prospector View Park and the bicycle trails in the area. Mayor Olson expressed his appreciation for local youth that are volunteering at the bicycle trails by removing rocks and debris. Mayor Olson stated that he continues to meet with companies and businesses in hopes of bringing more economic opportunities to the city. Lastly, Mayor Olson expressed that he has enjoyed his time at recent community events.

Councilor Mecham moved to enter into an Executive Session to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property. Councilor Siddoway seconded the motion.

Councilor Adcock	Yes
Councilor Hathaway	Yes
Councilor Mecham	Yes
Councilor Montoya	Yes
Councilor Siddoway	Yes

Motion passed unanimously in the affirmative.

Executive session entered into at 7:44 p.m.

Councilor Mecham motioned to adjourn the Executive Session. Councilor Siddoway seconded the motion.

Councilor Adcock	Yes
Councilor Hathaway	Yes
Councilor Mecham	Yes
Councilor Montoya	Yes
Councilor Siddoway	Yes

Motion passed unanimously in the affirmative.

Executive Session ended at 8:48 p.m.

ADJOURNMENT

Councilor Mecham motioned to adjourn the Regular City Council Meeting. Councilor Siddoway seconded the motion.

Councilor Adcock	Yes
Councilor Hathaway	Yes
Councilor Mecham	Yes
Councilor Montoya	Yes
Councilor Siddoway	Yes

Motion passed unanimously in the affirmative.

Regular City Council Meeting adjourned at 8:48

ATTEST:

Daniel M. Olson, Mayor

Amalie R. Ottley, City Recorder

SANTAQUIN CITY CORPORATION
Check Register
CHECKING - ZIONS - 10/01/2022 to 10/14/2022

Payee Name	Payment Date	Amount	Description	Ledger Account
ALARM CONTROL SYSTEMS, INC	10/5/2022	\$374.00	called out to fix door	1051300 - BUILDINGS & GROUND MAINTENANCE
APPLICANTPRO	10/12/2022	\$230.00	Oct-22	4340500 - SOFTWARE EXPENSE
AT&T MOBILITY	10/5/2022	\$230.76	Cell Phone, iPads	7657280 - TELEPHONE
BARBER METALS	10/12/2022	\$40.00	Parts for trailer	5240550 - WRF - EQUIPMENT MAINTENANCE
BIG O' TIRES - SANTAQUIN	10/5/2022	\$46.42	Oil change/ tire rotation, Chief's Taurus	1054250 - EQUIPMENT MAINTENANCE
BIG O' TIRES - SANTAQUIN	10/12/2022	\$125.98	Explorer oil change & balance	6740250 - EQUIPMENT MAINTENANCE
BIG O' TIRES - SANTAQUIN	10/12/2022	\$132.81	Woodland oil change/ tire rot	1054250 - EQUIPMENT MAINTENANCE
BIG O' TIRES - SANTAQUIN	10/12/2022	\$215.98	ACO Truck Alignment, oil change, rot tires	1054250 - EQUIPMENT MAINTENANCE
		\$521.19		
BLOMQUIST HALE CONSULTING	10/12/2022	\$496.40	Oct-22	1022506 - EAP
BLUE STAKES OF UTAH 811	10/12/2022	\$71.70	Blue stakes	5140210 - BOOKS, SUBSCRIPTIONS & MEMBERS
BLUE STAKES OF UTAH 811	10/12/2022	\$71.70	Blue stakes	5240210 - BOOKS, SUBSCRIPT, MEMBERSHIPS
BLUE STAKES OF UTAH 811	10/12/2022	\$71.70	Blue stakes	5440210 - BOOKS, SUBSCRIPTIONS & MEMBERS
		\$215.10		
BLUELINE BACKGROUND SCREEN	10/5/2022	\$180.00	New Hire Drug Testing	1043310 - PROFESSIONAL & TECHNICAL
BRADSHAW, MCKINZIE	10/12/2022	\$70.88	Mileage for Training	1054230 - EDUCATION, TRAINING & TRAVEL
BRANDON INDUSTRIES, INC	10/5/2022	\$6,800.00	New street sign parts	1022531 - STREET SIGNS (NEW DEVELOPMENT)
BUFFO'S TERMITE & PEST CONTROL	10/5/2022	\$110.00	Pest control for buildings	1051300 - BUILDINGS & GROUND MAINTENANCE
BUFFO'S TERMITE & PEST CONTROL	10/5/2022	\$125.00	pest control for buildings	1051300 - BUILDINGS & GROUND MAINTENANCE
BUFFO'S TERMITE & PEST CONTROL	10/5/2022	\$150.00	pest control for buildings	1051300 - BUILDINGS & GROUND MAINTENANCE
BUFFO'S TERMITE & PEST CONTROL	10/5/2022	\$150.00	pest control for buildings	1051300 - BUILDINGS & GROUND MAINTENANCE
		\$535.00		
CARQUEST AUTO PARTS STORES	10/12/2022	-\$45.49	Brake pads for rec vehicle	6740250 - EQUIPMENT MAINTENANCE
CARQUEST AUTO PARTS STORES	10/12/2022	\$5.24	Filter for 5 ton	1060250 - EQUIPMENT MAINTENANCE
CARQUEST AUTO PARTS STORES	10/12/2022	\$37.06	Oil and filter for water service truck	5140250 - EQUIPMENT MAINTENANCE
CARQUEST AUTO PARTS STORES	10/12/2022	\$502.45	Fire Engine Batteries	7657250 - FIRE - EQUIPMENT MAINTENANCE
		\$499.26		
CENTRACOM INTERACTIVE	10/5/2022	\$3,428.90	Sep-22	4340240 - TELEPHONE & INTERNET
CENTRAL UTAH 911	10/5/2022	\$22,676.89	Dispatch- July-Sept 2022	1054340 - CENTRAL DISPATCH FEES
CENTRAL UTAH RECREATION & PARKS ASSOCIATION	10/5/2022	\$25.00	Youth cross country membership	6140665 - YOUTH SPORTS
CERTIFIED LABORATORIES	10/5/2022	\$633.70	Oils for WRF	5240550 - WRF - EQUIPMENT MAINTENANCE
Chaffin, Casey	10/11/2022	\$69.26	REISSUE CH #85256 LOST CHECK - PAYROLL CHECK	1015800 - SUSPENSE
Chaffin, Casey	10/10/2022	-\$69.26	REISSUE CH #85256 LOST CHECK - PAYROLL CHECK	1015800 - SUSPENSE
		\$0.00		
CHEMTECH-FORD, INC	10/5/2022	\$60.00	Water quality testing	5140310 - PROFESSIONAL & TECHNICAL SVCS

CHEMTECH-FORD, INC	10/5/2022 \$159.00	Effluent testing	5240310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	10/12/2022 \$150.00	Water quality testing	5140310 - PROFESSIONAL & TECHNICAL SVCS
	\$369.00		
CORRIENTE SADDLE CO	10/5/2022 \$930.00	rodeo saddle award 2	6240260 - RODEO EXPENSE
CUSTOM SIGNWORKS, LLC	10/12/2022 \$105.00	halloween trunk or treat banner	6240251 - COMMUNITY EVENTS EXPENSE
CUSTOM SIGNWORKS, LLC	10/12/2022 \$180.00	spooky night yard signs	6340240 - SUPPLIES
	\$285.00		
DELCO WESTERN	10/12/2022 \$10,000.00	200 hp Motor rebuild for cemetery well	5140250 - EQUIPMENT MAINTENANCE
DEMCO, INC	10/5/2022 \$213.18	Library supplies	5240240 - SUPPLIES
DEPARTMENT OF HEALTH CARE FINANCING	10/12/2022 \$2,436.12	State Medicaid Assessment	7657300 - STATE MEDICAID ASSESSMENT
DEPT OF ENVIRONMENTAL QUALITY/WATER QUALITY	10/5/2022 \$1,265.00	UPDES permit	5240540 - WRF - PERMITS
DEUEL, SHELBY	10/5/2022 \$36.37	Pageant expenses	6440200 - PAGEANT EXPENSES
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING	10/12/2022 \$719.23	1st Quarter Building Permit Fee Surcharge Collections Quarterly Report	1068320 - BUILDING PERMIT STATE FEES
DOMINION ENERGY INC.	10/12/2022 \$7.16	98 S CENTER STREET	1051270 - UTILITIES
DOMINION ENERGY INC.	10/12/2022 \$10.11	200 S 400 W	1051270 - UTILITIES
DOMINION ENERGY INC.	10/12/2022 \$21.23	1205 N CENTER STREET	1051270 - UTILITIES
DOMINION ENERGY INC.	10/12/2022 \$22.49	1215 N CENTER STREET	5240500 - WRF - UTILITIES
DOMINION ENERGY INC.	10/12/2022 \$25.72	275 W MAIN STREET	1051270 - UTILITIES
DOMINION ENERGY INC.	10/12/2022 \$41.17	45 W 100 S	1051270 - UTILITIES
DOMINION ENERGY INC.	10/12/2022 \$44.21	55 W 100 S	1051270 - UTILITIES
	\$172.09		
Draper, Taylor	10/11/2022 \$69.26	REISSUE CH #85268 LOST CHECK - PAYROLL CHECK	1015800 - SUSPENSE
Draper, Taylor	10/10/2022 -\$69.26	REISSUE CH #85268 LOST CHECK - PAYROLL CHECK	1015800 - SUSPENSE
	\$0.00		
EFTPS	10/4/2022 \$6,053.40	Medicare Tax	1022210 - FICA PAYABLE
EFTPS	10/4/2022 \$14,416.84	Federal Income Tax	1022220 - FEDERAL WITHHOLDING PAYABLE
EFTPS	10/4/2022 \$25,883.08	Social Security Tax	1022210 - FICA PAYABLE
	\$46,353.32		
ELECTRICAL WHOLESALE SUPPLY (BORDER STATES INDUSTRIES)	10/5/2022 \$99.51	light bulbs for library	1051300 - BUILDINGS & GROUND MAINTENANCE
ELLSWORTH PAULSEN CONSTRUCTION COMPANY	10/5/2022 \$579,981.05	Ellsworth Paulsen - City hall Construction	4140704 - NEW CITY HALL
EMERALD TURF FARM	10/12/2022 \$42.00	Sod for Cemetery	1077300 - CEMETERY GROUNDS MAINTENANCE
EMERALD TURF FARM	10/12/2022 \$191.52	Sod for Cemetery	1077300 - CEMETERY GROUNDS MAINTENANCE
	\$233.52		
EPIC ENGINEERING	10/5/2022 \$94.50	Epic Engineering inspection and testing for Vistas west ph 1.	1022450-715 - (INSP)Vistas West Phase 1
EPIC ENGINEERING	10/5/2022 \$144.00	Epic Engineering inspection and testing for Foothill Village Plat J	1022450-501 - (INSP) [Plat J]FOOTHILL VILLAGE
EPIC ENGINEERING	10/5/2022 \$144.00	Epic Engineering inspection and testing for Foothill Village Plat O	1022450-503 - (INSP) [Plat O]FOOTHILL VILLAGE
EPIC ENGINEERING	10/5/2022 \$144.00	Epic Engineering inspection and testing for Foothill Village Plat P	1022450-505 - (INSP) [Plat P]FOOTHILL VILLAGE
EPIC ENGINEERING	10/5/2022 \$227.00	Epic Engineering inspection and testing fees for Heelis Farms Townhomes.	1022450-544 - (INSP) Heelis Farms Townhomes
EPIC ENGINEERING	10/5/2022 \$376.00	Epic Engineering testing for the Summit Ridge PI tank project	4140705-002 - SR TANK & BOOSTER - Construction
EPIC ENGINEERING	10/5/2022 \$415.00	Epic Engineering inspection and testing fees for the road cut permit	1022450-734 - (INSP)139 N 200 E -Utilities
EPIC ENGINEERING	10/5/2022 \$529.00	Epic Engineering Inspection and Testing for Vista's West Phase 3	1022450-717 - (INSP)Vistas West Phase 3
EPIC ENGINEERING	10/5/2022 \$573.00	Epic Engineering testing for new city hall	4140704 - NEW CITY HALL

EPIC ENGINEERING	10/5/2022 \$665.00	Epic Engineering inspection and testing for Orchards F-6 Subdivision	1022450-680 - (INSP) Orchards F-6
EPIC ENGINEERING	10/5/2022 \$1,029.00	Epic Engineering inspection and testing for Vista's West Phase 2	1022450-709 - (INSP)Vistas West 2
EPIC ENGINEERING	10/5/2022 \$1,129.00	Epic Engineering inspection and testing fro The Hills plat E.	1022450-736 - (INSP)[Phase E] The Hills
EPIC ENGINEERING	10/5/2022 \$1,323.50	Epic Engineering inspection and testing for Foothill Village Plat M	1022450-569 - (INSP)[Plat M]FOOTHILL VILLAGE
EPIC ENGINEERING	10/5/2022 \$1,323.50	Epic Engineering inspection and testing for Foothill Village Plat N	1022450-571 - (INSP)[Plat N]FOOTHILL VILLAGE
EPIC ENGINEERING	10/5/2022 \$1,603.00	Epic Engineering testing and inspections fee for Foothill Village Plat Q	1022450-573 - (INSP)[Plat Q]FOOTHILL VILLAGE
EPIC ENGINEERING	10/5/2022 \$1,649.00	Epic Engineering inspection and testing for Vista's west phase 5	1022450-721 - (INSP)Vistas West Phase 5
EPIC ENGINEERING	10/5/2022 \$2,028.00	Epic Engineering inspection and testing for Vista's west phase 4	1022450-719 - (INSP)Vistas West Phase 4
EPIC ENGINEERING	10/5/2022 \$2,316.00	Epic Engineering inspection and testing fee for Greenhollow Subdivision	1022450-668 - (INSP) Green Hallow
EPIC ENGINEERING	10/5/2022 \$2,794.00	Epic Engineering inspection and testing for Summit Ridge towns plat D	1022450-546 - (INSP)[Plat D] Summit Ridge Towns
EPIC ENGINEERING	10/5/2022 \$3,024.00	Epic Engineering inspection and testing fees for Foothill Village Plat T	1022450-577 - (INSP)[Plat T]FOOTHILL VILLAGE
EPIC ENGINEERING	10/5/2022 \$3,384.00	Epic Engineering inspection and testing fees for Foothill Village Plat S	1022450-575 - (INSP)[Plat S]FOOTHILL VILLAGE
EPIC ENGINEERING	10/5/2022 \$3,749.00	Epic Engineering Testing for Harvest view project.	5740514 - HARVEST VIEW PARK - PHASE II
EPIC ENGINEERING	10/5/2022 \$9,736.00	Epic Engineering inspection and testing fees for Santaquin Estates.	1022450-633 - (INSP)santaquin Estates
	\$38,399.50		
FLETCHER, RANDALL & KENDALL *	10/11/2022 \$32.14	REISSUE CH#86934 Did not receive check - did not receive AGAIN	1015800 - SUSPENSE
FLETCHER, RANDALL & KENDALL *	10/10/2022 -\$32.14	REISSUE CH#86934 Did not receive check - did not receive AGAIN	1015800 - SUSPENSE
	\$0.00		
FORBES, CODY & NATASHA *	10/11/2022 \$120.86	REISSUE CH#86888 Did not receive check - did not receive AGAIN	1015800 - SUSPENSE
FORBES, CODY & NATASHA *	10/10/2022 -\$120.86	REISSUE CH#86888 Did not receive check - did not receive AGAIN	1015800 - SUSPENSE
	\$0.00		
GAUSE SERVICES LLC	10/12/2022 \$100.00	Ice machine repair	5140300 - BUILDING GROUNDS & MAINTENANCE
HANSEN, ALLEN & LUCE, INC	10/5/2022 \$212.47	Water Rights Support Work	5540720 - IMPACT FEE
HANSEN, ALLEN & LUCE, INC	10/5/2022 \$212.48	Water Rights Support Work	6040720 - IMPACT FEES
	\$424.95		
HEALTH EQUITY INC,	10/3/2022 \$8,361.23	HSA Employer/Employee Contributions - September 2022	1022503 - HSA
HENRY SCHEIN	10/12/2022 \$67.47	EMS Supplies	7657242 - EMS - SUPPLIES
HENRY SCHEIN	10/12/2022 \$338.30	EMT Class Supplies	7657242 - EMS - SUPPLIES
HENRY SCHEIN	10/12/2022 \$841.26	LifePak 15 Batteries	7657242 - EMS - SUPPLIES
	\$1,247.03		
HONEY BUCKET	10/12/2022 \$225.00	harvest view porta potties	6140665 - YOUTH SPORTS
HORROCKS ENGINEERS, INC	10/5/2022 \$54,790.50	NRCS East Bench Debris Basin Final Design	4140816 - NRCS - DEBRIS BASIN STUDY
HUMPHRIES INC	10/5/2022 \$11.10	Medical Oxygen	7657242 - EMS - SUPPLIES
INGRAM BOOK GROUP	10/5/2022 \$19.17	Books	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
INGRAM BOOK GROUP	10/5/2022 \$86.91	Books	5240210 - BOOKS, SUBSCRIPT, MEMBERSHIPS
INGRAM BOOK GROUP	10/12/2022 \$298.40	Books	5240210 - BOOKS, SUBSCRIPT, MEMBERSHIPS
INGRAM BOOK GROUP	10/12/2022 \$959.19	Books	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
	\$1,363.67		
INTERMOUNTAIN FARMERS, INC.	10/6/2022 \$253.63	Spray for weeds	1060240 - SUPPLIES
INTERMOUNTAIN FARMERS, INC.	10/6/2022 \$253.64	Spray for weeds	1070300 - PARKS GROUNDS SUPPLIES
INTERMOUNTAIN FARMERS, INC.	10/12/2022 \$253.63	Sterilant for lay down area	1060240 - SUPPLIES
INTERMOUNTAIN FARMERS, INC.	10/12/2022 \$253.63	Sterilant for lay down area	5240240 - SUPPLIES
INTERMOUNTAIN FARMERS, INC.	10/12/2022 \$253.64	Sterilant for lay down area	5140240 - SUPPLIES
INTERMOUNTAIN FARMERS, INC.	10/12/2022 \$253.64	Sterilant for lay down area	5440240 - SUPPLIES
	\$1,521.81		

J-U-B ENGINEERING	10/5/2022 \$6,190.20	JUB progress payment for Sanitary Sewer master plan update.	5640735 - CAPITAL FACILITY PLAN UPDATE
J-U-B ENGINEERING	10/5/2022 \$44,339.50	JUB engineering progress payment for Main Street Design	4140740 - MAIN STREET PROJECT
	\$50,529.70		
JAY MECHAM'S COUNTRY GARBAGE	10/5/2022 \$120.02	Restitution - Peri Jean Hardy Case	1062610 - LANDFILL CLEAN-UP
JENSEN, NORENE	10/11/2022 \$5.00	REISSUE CH#86896 Did not receive check - did not receive AGAIN	1015800 - SUSPENSE
JENSEN, NORENE	10/10/2022 -\$5.00	REISSUE CH#86896 Did not receive check - did not receive AGAIN	1015800 - SUSPENSE
	\$0.00		
JOHN H. JACOBS, P.C.	10/5/2022 \$1,716.64	Public Defender Services - September 2022	1042332 - LEGAL - PUBLIC DEFENDER
L.N. CURTIS & SONS	10/12/2022 \$2,551.01	SCBA Flow Testing and FacePiece Testing	7657250 - FIRE - EQUIPMENT MAINTENANCE
LES OLSON COMPANY	10/12/2022 \$444.59	Charges for # of Copies - September 2022	4340300 - COPIER CONTRACT
MALDONADO, SALVADOR MIRELES	10/5/2022 \$500.00	Bail Refund	1022430 - COURT FINES AND FORFEITURES
MAMMOTH EXCAVATING	10/5/2022 \$1,500.00	Release of excess inspection fees for 580 Road cut	1022450-702 - (INSP)Cravenpark Construction
MAMMOTH EXCAVATING	10/5/2022 \$2,000.00	Road cut refund for one road cut	1022450-703 - (ROADS)Cravenpark Construction
	\$3,500.00		
MONTOYA, BETSY	10/12/2022 \$30.00	ULCT ANNUAL CONVENTION-PARKING REIMBURSEMENT	1041230 - EDUCATION, TRAINING & TRAVEL
MOUNTAINLAND SUPPLY	10/5/2022 \$311.86	Meter parts	5440242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	10/5/2022 \$311.87	Meter parts	5140242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	10/5/2022 \$311.87	Meter parts	5240242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	10/5/2022 \$3,029.33	2 meters"	5140242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	10/5/2022 \$3,029.33	2 meters"	5240242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	10/5/2022 \$3,029.34	2 meters"	5440242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	10/12/2022 \$374.24	Parts for PI meters	5440242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	10/12/2022 \$374.25	Parts for PI meters	5140242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	10/12/2022 \$374.25	Parts for PI meters	5240242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	10/12/2022 \$427.69	grout for city hall sewer connection	4140704 - NEW CITY HALL
	\$11,574.03		
PAYSON AUTO SUPPLY - NAPA	10/5/2022 \$82.79	Jaws for vice	1060250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	10/12/2022 \$12.56	oil and filter for service truck	5140250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	10/12/2022 \$12.56	oil and filter for service truck	5440250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	10/12/2022 \$12.57	oil and filter for service truck	5240250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	10/12/2022 \$62.66	Spark plug and oil for cutoff saw	1060250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	10/12/2022 \$81.78	Grease and brake cleaner for shop	1060240 - SUPPLIES
	\$264.92		
PEARSON EDUCATION, INC.	10/12/2022 \$1,281.73	EMT Class books	7657235 - EMS - EDUCATION, TRAINING & TRAVEL
PELORUS METHODS	10/5/2022 \$2,700.00	Support Contract	4340400 - PELORUS CONTRACT
PEN & WEB COMMUNICATIONS c/o PENNY REEVES	10/5/2022 \$237.60	Meeting Broadcasting - September 2022	1041610 - OTHER SERVICES
PEN & WEB COMMUNICATIONS c/o PENNY REEVES	10/5/2022 \$944.70	Website Contract - September 2022	4340113 - WEBSITE CONTENT MGT - PEN&WEB
	\$1,182.30		
PIDJICO LLC	10/5/2022 \$20.96	Youth sport texting	6140665 - YOUTH SPORTS
PODIUM CORPORATION, INC.	10/5/2022 \$672.30	Sep-22	4340119 - PODIUM COMMUNICATION SOFTWARE
QUICKSCORES LLC	10/5/2022 \$175.00	Flag Football schedulign	6140665 - YOUTH SPORTS

REPUBLIC SERVICES LLC #864	10/5/2022 \$112.48	Dumpster Services for City Facilities	1062311 - WASTE PICKUP CHARGES
REPUBLIC SERVICES LLC #864	10/5/2022 \$865.07	Dumpster Services for City Facilities	1062311 - WASTE PICKUP CHARGES
REPUBLIC SERVICES LLC #864	10/6/2022 \$1,238.58	Fuel Recovery Fee	1062312 - RECYCLING PICKUP CHARGES
REPUBLIC SERVICES LLC #864	10/6/2022 \$2,677.50	Fuel Recovery Fee	1062311 - WASTE PICKUP CHARGES
REPUBLIC SERVICES LLC #864	10/6/2022 \$11,599.40	Recycle Pickup Services (1966 cans)	1062312 - RECYCLING PICKUP CHARGES
REPUBLIC SERVICES LLC #864	10/6/2022 \$20,269.26	Recycling Disposal Charges (614.2 tons)	1062312 - RECYCLING PICKUP CHARGES
REPUBLIC SERVICES LLC #864	10/6/2022 \$28,111.24	Garbage Pickup Services (4250 1st & 1078 2nd)	1062311 - WASTE PICKUP CHARGES
	\$64,873.53		
REVCO	10/12/2022 \$170.05	Copier Lease - CD	4340300 - COPIER CONTRACT
REVCO	10/12/2022 \$515.38	Copies Machine Lease - Admin	4340300 - COPIER CONTRACT
	\$685.43		
RHINO PUMPS	10/5/2022 \$3,754.70	Labor to install and align pump	5140750 - CAPITAL PROJECTS
ROCK MOUNTAIN TECHNOLOGY	10/5/2022 -\$1,710.30	Customer Deposit for MS Licensing Annual (Credit)	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	10/5/2022 \$5.85	Microsoft Azure Directory	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	10/5/2022 \$130.00	Splashtop Premium (13 users)	4340500 - SOFTWARE EXPENSE
ROCK MOUNTAIN TECHNOLOGY	10/5/2022 \$227.15	Microsoft Exchange Online (59)	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	10/5/2022 \$313.50	Splashtop (114 users)	4340500 - SOFTWARE EXPENSE
ROCK MOUNTAIN TECHNOLOGY	10/5/2022 \$323.40	Customer Deposit for MS Licensing Annual Prorated	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	10/5/2022 \$1,544.40	Microsoft Business Premium (78)	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	10/5/2022 \$2,631.60	Cloud backup (14,620 GB)	4340500 - SOFTWARE EXPENSE
ROCK MOUNTAIN TECHNOLOGY	10/5/2022 \$2,850.00	Monthly Service Agreement	4340100 - COMPUTER SUPPORT CONTRACT - RMT
ROCK MOUNTAIN TECHNOLOGY	10/5/2022 \$5,231.25	Hours over contract (69.75)	4340100 - COMPUTER SUPPORT CONTRACT - RMT
	\$11,546.85		
ROCKY MOUNTAIN POWER	10/5/2022 \$0.01	ITEM 53 1200 S 100 W RECREATION OPERATION -CONTRACT AHLIN PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$0.01	ITEM 58 250 S 450W ARENACONCE CONTRACT FAIR GROUNDS	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$4.38	ITEM 63 190 S 400 W REC CENTER CONTRACT RECREATION BLDG SITE	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$4.52	ITEM 18 49 E MAIN ST PARK LIGHTS	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$10.37	ITEM 70 981 N 120 E STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/5/2022 \$10.81	ITEM 65 STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/5/2022 \$12.62	ITEM 72 1100 W HIGHLAND 6 PKWY SUMMIT RIDGE STREET LIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/5/2022 \$13.12	ITEM 16 310 N ORCHARD LN CITY PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$13.66	ITEM 13 313 W 100 S BOWERY	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$15.21	ITEM 52 1200 S 100 W GENERAL SERVICE -POND/PUMP AHLIN PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$16.67	ITEM 67 SUMMIT RIDGE PKWY CONTRACT SOCCER FIELD SITE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$16.93	ITEM 50 94 N HWY 198 LIGHTING	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/5/2022 \$17.10	ITEM 74 500 E MAIN CONTRACT-METERED STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/5/2022 \$17.37	ITEM 19 398 N CHERRY LANE EAST SIDE PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$18.71	ITEM 30 1431 SUMMIT RIDGE PKWY STREET LIGHT PEDESTAL	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/5/2022 \$18.89	ITEM 75 500 E MAIN STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/5/2022 \$20.67	ITEM 40 80 E 300 S VETERANS MONUMENT	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$27.24	ITEMS 29 1390 SUMMIT RIDGE PKWY SPRINKLING SYSTEM	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/5/2022 \$27.71	ITEM 23 300 W 100 S BALL PARK LIGHTS	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$27.97	ITEM 43 451 E MAIN ST # SIGN	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/5/2022 \$29.07	ITEM 17 49 E MAIN ST AREA LIGHT	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$29.82	ITEM 14 313 W 100 S RESTROOMS CENTENNIAL PARL	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$32.61	ITEM 78 1102 W FOX RUN AVE LIGHTING STRONG BOX	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/5/2022 \$33.19	ITEM 46 STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/5/2022 \$41.07	ITEM 49 290 W 800 N NORTH PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$42.64	ITEM 4 SPLIT 190 E 400 S NEW CULINARY WELL	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$42.64	ITEM 4 SPLIT 190 E 400 S NEW CULINARY WELL	5140273 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$44.65	ITEM 61 250 S 450 W ARENACONCE SPRINKLER/ RV PEDESTALS	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$52.21	ITEM 21 168 E 610 S BALL PARK CONCESSION STAND	1070270 - UTILITIES

ROCKY MOUNTAIN POWER	10/5/2022 \$57.65	ITEM 62 250 S 450 W ARENACONCE ANNOUNCER/RV PEDESTALS	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$62.13	ITEM 71 1003 S RED CLIFF DR LIGHTING	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/5/2022 \$66.26	ITEM 15 280 W 750 N CITY PARK	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/5/2022 \$69.88	ITEM 83 STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/5/2022 \$79.12	ITEM 79 1100 S 145 W GENERAL SERVICE PUMPSTATION	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/5/2022 \$80.71	ITEM 45 400 E Main Street Clock Tower	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$81.12	ITEM 20 705 SUNSET DR SUNSET TRAILS PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$117.54	ITEM 6 1005 S CENTER ST CHLORINATOR	5140273 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$148.36	ITEM 66 STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/5/2022 \$202.76	ITEM 76 1100 S 145 W CONTRACT CITY CULINARY PUMP SITE	5140273 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$333.95	ITEM 81 45 W 100 S CITY CENTER	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$456.12	ITEM 64 190 S 400 W PERM SVC FOR BLDG REMODEL	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$517.32	ITEM 27 98 S CENTER COMMERCIAL/CITY LIBRARY	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$614.48	ITEM 1 SPLIT 910 E 70 N EAST CULINARY WELL	5140273 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$614.48	ITEM 1 SPLIT 910 E 70 N EAST CULINARY WELL	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$748.71	ITEM 60 250 S 450 W ARENACONCE UPGRADE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$1,253.03	ITEM 25 275 W MAIN ST GOVT BLDG	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$1,661.48	ITEM 3 21 S CENTER ST CITY OWNED WELL	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$1,749.84	ITEM 68 592 SUMMIT RIDGE PKWY SOCCER FIELD LIGHTING	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$3,146.47	ITEM 7 392 N 200 W PUMP VAULT	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$3,985.52	ITEMS 32, 33, 35, 36, 37, 38 STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/5/2022 \$6,168.87	ITEM 48 6650 W 13800 S HAYFIELD PUMP	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$7,668.84	ITEM 2 SPLIT 3 SUMMIT RIDGE PKWY WATER PUMP	5140273 - UTILITIES
ROCKY MOUNTAIN POWER	10/5/2022 \$7,668.84	ITEM 2 SPLIT 3 SUMMIT RIDGE PKWY WATER PUMP	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	10/12/2022 \$25.19	Street lights	1060270 - UTILITIES - STREET LIGHTS
	\$38,220.54		
ROCKY MOUNTAIN VALVE & AUTOMATION	10/5/2022 \$656.00	Bushings for slide gates	5240550 - WRF - EQUIPMENT MAINTENANCE
ROCKY MOUNTAIN VALVE & AUTOMATION	10/5/2022 \$915.00	Drive bushing and machining for rotork actuators	5240550 - WRF - EQUIPMENT MAINTENANCE
	\$1,571.00		
SAM'S CLUB	10/12/2022 \$25.23	Candy for Office	1048240 - SUPPLIES
SAM'S CLUB	10/12/2022 \$25.23	Candy for Office	5140240 - SUPPLIES
SAM'S CLUB	10/12/2022 \$85.56	Seniors Meals 9-12-22	7540480 - FOOD
SAM'S CLUB	10/12/2022 \$228.38	Seniors Meals 9-27-22	7540480 - FOOD
SAM'S CLUB	10/12/2022 \$288.46	Cleaning Supplies	1051240 - SUPPLIES
SAM'S CLUB	10/12/2022 \$564.24	Seniors Meals 9-20-22	7540480 - FOOD
	\$1,217.10		
SANTAQUIN CITY UTILITIES	10/12/2022 \$120.00	Oct-22	5221600 - SEWER FUND DONATIONS
SANTAQUIN MARKET ACE	10/12/2022 \$8.57	Hose repair supplies	1070300 - PARKS GROUNDS SUPPLIES
SANTAQUIN MARKET ACE	10/12/2022 \$11.97	Station Cleaning supplies	7657242 - EMS - SUPPLIES
SANTAQUIN MARKET ACE	10/12/2022 \$17.58	Tools for water truck	5140240 - SUPPLIES
SANTAQUIN MARKET ACE	10/12/2022 \$19.98	Hose repair at cemetery	1077300 - CEMETERY GROUNDS MAINTENANCE
	\$58.10		
SHRED-IT US JV LLC	10/5/2022 \$86.28	Aug-22	1043310 - PROFESSIONAL & TECHNICAL
SHRED-IT US JV LLC	10/5/2022 \$86.28	Sep-22	1043310 - PROFESSIONAL & TECHNICAL
	\$172.56		
SKAGGS PUBLIC SAFETY UNIFORM	10/5/2022 \$22.85	Lerwill Nameplate	1054240 - SUPPLIES
SKAGGS PUBLIC SAFETY UNIFORM	10/5/2022 \$49.75	Lerwill Uniform Shirt	1054240 - SUPPLIES
SKAGGS PUBLIC SAFETY UNIFORM	10/5/2022 \$107.50	Miller Uniform Shirts x 2	1054240 - SUPPLIES
	\$180.10		
SKM INC	10/12/2022 \$6,137.65	Level sensor for summit ridge tank	4140705-002 - SR TANK & BOOSTER - Construction

SMASH ATHLETICS, INC	10/5/2022 \$1,597.56	Flag Football jerseys	6140665 - YOUTH SPORTS
SMASH ATHLETICS, INC	10/12/2022 \$347.80	youth baseball hats	6140665 - YOUTH SPORTS
SMASH ATHLETICS, INC	10/12/2022 \$362.60	Youth volleyball shirts 2022	6140665 - YOUTH SPORTS
SMASH ATHLETICS, INC	10/12/2022 \$842.80	youth wrestling shirts 2022	6140665 - YOUTH SPORTS
	\$3,150.76		
SO UT VALLEY ANIMAL SHELTER	10/5/2022 \$60.00	Dog Licenses x 3	1054350 - UTAH COUNTY ANIMAL SHELTER
SOUTH UTAH VALLEY SOLID WASTE DISTRICT	10/12/2022 \$2,456.32	Recycle Disposal Charges	1062312 - RECYCLING PICKUP CHARGES
SPEED-E CRETE CONCRETE LLC	10/5/2022 \$219.00	concrete for sidewalk	1060240 - SUPPLIES
SPRINKLER SUPPLY	10/5/2022 \$4.27	Cap for stop and waste 465 S. 300 E.	5140240 - SUPPLIES
STAKER PARSON COMPANIES	10/12/2022 \$59.83	Sand for volleyball court	1070300 - PARKS GROUNDS SUPPLIES
STAPLES	10/5/2022 -\$25.14	Refund for wrong folders	1043240 - SUPPLIES
STAPLES	10/5/2022 \$7.52	Dry Erase Markers	6140335 - MISC SUPPLIES
STAPLES	10/5/2022 \$17.29	HR folders	1043240 - SUPPLIES
STAPLES	10/5/2022 \$22.98	Hanging Folders - Payroll	1043240 - SUPPLIES
STAPLES	10/5/2022 \$25.14	General Office Supplies	1043240 - SUPPLIES
STAPLES	10/12/2022 \$11.21	3 Mouse Pads	1042240 - SUPPLIES
STAPLES	10/12/2022 \$13.17	Mouse	1042240 - SUPPLIES
STAPLES	10/12/2022 \$19.88	Velcro	1042240 - SUPPLIES
STAPLES	10/12/2022 \$37.66	Copy Paper	1043240 - SUPPLIES
STAPLES	10/12/2022 \$38.08	Colored Copy Paper	6140335 - MISC SUPPLIES
	\$167.79		
STATE OF UTAH TREASURER (UNCLAIMED PROPERTY)	10/5/2022 \$21.52	Mike Monson ck#77490 - State of Utah Unclaimed Property	1015800 - SUSPENSE
STEVENS & GALEY	10/12/2022 \$48.00	Sep-22	1042332 - LEGAL - PUBLIC DEFENDER
STRATTON & BRATT	10/6/2022 \$84,084.40	Stratton and Bratt Progress payment for Harvest View Park	5740514 - HARVEST VIEW PARK - PHASE II
STRINGHAM'S HARDWARE	10/6/2022 \$12.28	Hose bib for arena	1070311 - ARENA MAINTENANCE
STRINGHAM'S HARDWARE	10/6/2022 \$13.36	hardware for cemetery	1077300 - CEMETERY GROUNDS MAINTENANCE
STRINGHAM'S HARDWARE	10/6/2022 \$27.28	Occupancy switch for main floor bathroom	1051300 - BUILDINGS & GROUND MAINTENANCE
STRINGHAM'S HARDWARE	10/6/2022 \$36.47	Supplies for cleanout	5240520 - WRF - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$43.47	Pad locks for equipment fuel tanks	1060250 - EQUIPMENT MAINTENANCE
STRINGHAM'S HARDWARE	10/6/2022 \$44.99	push broom	5140240 - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$47.98	Cooler for bottled water	1070350 - SAFETY - PPE
STRINGHAM'S HARDWARE	10/6/2022 \$76.68	HVAC filters for buildings	1051300 - BUILDINGS & GROUND MAINTENANCE
STRINGHAM'S HARDWARE	10/6/2022 \$77.68	HVAC filter for buildings	1051300 - BUILDINGS & GROUND MAINTENANCE
STRINGHAM'S HARDWARE	10/6/2022 \$145.95	Hitch and tie downs for WRF truck	5240520 - WRF - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 -\$1.92	refund supplies	6234258 - ORCHARD DAYS MISCELLANEOUS
STRINGHAM'S HARDWARE	10/6/2022 \$0.92	Hardware	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$2.50	Hardware	5140240 - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$7.99	4 cap"	5140240 - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$8.49	Plastic weld kit to fix tank on sprayer	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$10.07	Chain and D ring	5240550 - WRF - EQUIPMENT MAINTENANCE
STRINGHAM'S HARDWARE	10/6/2022 \$11.53	oil for water truck	5140250 - EQUIPMENT MAINTENANCE
STRINGHAM'S HARDWARE	10/6/2022 \$11.99	Teflon	5140240 - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$12.99	bug killer	5140240 - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$13.28	Bits and bit holder for shop	5140240 - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$18.47	Cemetery supplies	1077300 - CEMETERY GROUNDS MAINTENANCE
STRINGHAM'S HARDWARE	10/6/2022 \$21.49	Leather gloves for barbwire fencing project	1060350 - SAFETY & PPE

STRINGHAM'S HARDWARE	10/6/2022 \$21.49	Leather gloves for barbwire fencing project	5140350 - SAFETY & PPE
STRINGHAM'S HARDWARE	10/6/2022 \$21.49	Leather gloves for barbwire fencing project	5240350 - SAFETY & PPE
STRINGHAM'S HARDWARE	10/6/2022 \$21.49	Leather gloves for barbwire fencing project	5440350 - SAFETY & PPE
STRINGHAM'S HARDWARE	10/6/2022 \$21.98	Carwash Brush	7657240 - FIRE - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$29.98	Tie wire and Binder for WRF	5240520 - WRF - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$35.98	Bug spray for park bathrooms	1051240 - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$37.56	HARDWARE FOR PICKLEBALL SIGNAGE	5740514 - HARVEST VIEW PARK - PHASE II
STRINGHAM'S HARDWARE	10/6/2022 \$44.97	Refrigerant for public works vehicles	1060250 - EQUIPMENT MAINTENANCE
STRINGHAM'S HARDWARE	10/6/2022 \$74.96	Supplies for buildings	1051240 - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$1.40	Bridge Prospector View	5740733 - PROSPECTOR VIEW PARK
STRINGHAM'S HARDWARE	10/6/2022 \$3.29	Wire connectors	5140240 - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$4.99	Brass cap for compressor	5240550 - WRF - EQUIPMENT MAINTENANCE
STRINGHAM'S HARDWARE	10/6/2022 \$5.99	Pad lock	1051300 - BUILDINGS & GROUND MAINTENANCE
STRINGHAM'S HARDWARE	10/6/2022 \$8.16	HARDWARE FOR SIGNAGE	5740514 - HARVEST VIEW PARK - PHASE II
STRINGHAM'S HARDWARE	10/6/2022 \$14.78	Dish soap and spray wand	1077300 - CEMETERY GROUNDS MAINTENANCE
STRINGHAM'S HARDWARE	10/6/2022 \$20.35	Building Maintenance	1051300 - BUILDINGS & GROUND MAINTENANCE
STRINGHAM'S HARDWARE	10/6/2022 \$22.00	Bridge	5740733 - PROSPECTOR VIEW PARK
STRINGHAM'S HARDWARE	10/6/2022 \$35.98	Cleaning wipes	1060240 - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$49.85	Mounting of Extrication Equipment (N Cummings)	7657240 - FIRE - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$59.26	Hardware for dump trailer	5240550 - WRF - EQUIPMENT MAINTENANCE
STRINGHAM'S HARDWARE	10/6/2022 \$71.98	Bridge	5740733 - PROSPECTOR VIEW PARK
STRINGHAM'S HARDWARE	10/6/2022 \$75.98	Gloves	5240520 - WRF - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$6.49	Carpenter square	5140240 - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$9.99	Stakes for sewer	5240240 - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$12.99	LB for summit ridge booster	5440240 - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$16.27	fence repair parts and trowel	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$17.49	Supplies for truck	5140240 - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$17.49	Supplies for truck	5440240 - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$17.98	paint for graves	1077300 - CEMETERY GROUNDS MAINTENANCE
STRINGHAM'S HARDWARE	10/6/2022 \$18.76	Hardware for sprayer	1060240 - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$20.28	Grout for library steps	1051300 - BUILDINGS & GROUND MAINTENANCE
STRINGHAM'S HARDWARE	10/6/2022 \$24.98	Grout and tools for Museum steps	1051300 - BUILDINGS & GROUND MAINTENANCE
STRINGHAM'S HARDWARE	10/6/2022 \$64.56	Parts for museum steps	1051300 - BUILDINGS & GROUND MAINTENANCE
STRINGHAM'S HARDWARE	10/6/2022 \$83.40	Hammer and chain	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$6.99	bucket for WRF	5240520 - WRF - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$11.98	Parts for pumps	5240550 - WRF - EQUIPMENT MAINTENANCE
STRINGHAM'S HARDWARE	10/6/2022 \$16.48	sprinkler parts	5440240 - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$18.84	Sprinkler line repair 465 S 300 E	5140240 - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$24.94	keys for gates	5140240 - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$55.99	Sledge hammer for water truck	5140240 - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$65.01	supplies for streets	1060240 - SUPPLIES
STRINGHAM'S HARDWARE	10/6/2022 \$100.00	Gift cards for birthdays	1043480 - EMPLOYEE RECOGNITIONS
	\$1,938.76		
SUNROC BUILDING MATERIALS, INC	10/12/2022 -\$335.36	Credit	1060240 - SUPPLIES
SUNROC BUILDING MATERIALS, INC	10/12/2022 \$114.48	Road base for shouldering	4540200 - ROAD MAINTENANCE
SUNROC BUILDING MATERIALS, INC	10/12/2022 \$552.65	Road base for shouldering	4540200 - ROAD MAINTENANCE
SUNROC BUILDING MATERIALS, INC	10/12/2022 \$554.83	Road base for shouldering	4540200 - ROAD MAINTENANCE
SUNROC BUILDING MATERIALS, INC	10/12/2022 \$878.43	Road base for shouldering	4540200 - ROAD MAINTENANCE
SUNROC BUILDING MATERIALS, INC	10/12/2022 \$1,202.94	Road base for shouldering	4540200 - ROAD MAINTENANCE
	\$2,967.97		
THATCHER COMPANY	10/12/2022 -\$2,800.00	Bottle return	5140240 - SUPPLIES
THATCHER COMPANY	10/12/2022 \$6,882.50	Chlorine for culinary distribution	5140240 - SUPPLIES
	\$4,082.50		
THE W DUO	10/5/2022 \$300.00	Concert in the Park	6640720 - RAP TAX EXPENSE

THOMSON REUTERS - WEST	10/12/2022 \$220.42	CLEAR subscription, 9/1/22-9/30/22	1054311 - PROFESSIONAL & TECHNICAL
TOWN OF GENOLA	10/12/2022 \$2,373.08	Sep-22	1022430 - COURT FINES AND FORFEITURES
TOWN OF GOSHEN	10/12/2022 \$1,616.11	Sep-22	1022430 - COURT FINES AND FORFEITURES
UPPER CASE PRINTING	10/12/2022 \$126.38	News letter	5140241 - UTILITY BILLING PROCESSING FEES
UPPER CASE PRINTING	10/12/2022 \$126.38	News letter	5240241 - UTILITY BILLING PROCESSING FEES
UPPER CASE PRINTING	10/12/2022 \$126.38	News letter	5440241 - UTILITY BILLING PROCESSING FEES
UPPER CASE PRINTING	10/12/2022 \$285.42	News letter	6740610 - OTHER SERVICES
	\$664.56		
UTAH DIESEL CENTER	10/12/2022 \$119.85	Truck repair	5140250 - EQUIPMENT MAINTENANCE
UTAH DIESEL CENTER	10/12/2022 \$119.85	Truck repair	5240250 - EQUIPMENT MAINTENANCE
UTAH DIESEL CENTER	10/12/2022 \$119.86	Truck repair	1060250 - EQUIPMENT MAINTENANCE
UTAH DIESEL CENTER	10/12/2022 \$119.86	Truck repair	5440250 - EQUIPMENT MAINTENANCE
	\$479.42		
UTAH STATE DIVISION OF FINANCE	10/10/2022 \$4,374.69	Principal - 2011A-2 Sewer Revenue	562540.2 - 2011A-2 Sewer Revenue Bond repaid
UTAH STATE DIVISION OF FINANCE	10/10/2022 \$6,196.31	Interest - 2011A-2 Sewer Revenue	5640860 - DEBT SERVICE - INTEREST
	\$10,571.00		
UTAH STATE TAX COMMISSION	10/5/2022 \$6,977.68	State Income Tax	1022230 - STATE WITHHOLDING PAYABLE
UTAH STATE TAX COMMISSION	10/5/2022 \$8,206.97	State Income Tax	1022230 - STATE WITHHOLDING PAYABLE
UTAH STATE TAX COMMISSION	10/5/2022 \$8,644.92	State Income Tax	1022230 - STATE WITHHOLDING PAYABLE
	\$23,829.57		
UTAH STATE TREASURER	10/12/2022 \$7,026.34	Sep-22	1042610 - STATE RESTITUTION
UTILITEM (UTILITY COST MANAGEMENT CONSULTANTS)	10/5/2022 \$10.79	Utility Savings Program Match	1051270 - UTILITIES
VERIZON WIRELESS	10/5/2022 \$40.01	GPS Data Collector	1048280 - TELEPHONE
VERIZON WIRELESS	10/5/2022 \$117.22	Pub Works PI Monitor	5140240 - SUPPLIES
VERIZON WIRELESS	10/5/2022 \$120.03	Comm Dev Jetpacks	1068280 - TELEPHONE
VERIZON WIRELESS	10/5/2022 \$130.61	Fire/EMS	7657280 - TELEPHONE
VERIZON WIRELESS	10/6/2022 \$464.09	Officer Cell Phones	1054280 - TELEPHONE
VERIZON WIRELESS	10/6/2022 \$680.23	Officer Jetpacks	1054340 - CENTRAL DISPATCH FEES
	\$1,552.19		
WALMART BRC - GE CAPITAL RETAIL BANK	10/11/2022 \$10.17	Senior's 8/22/22	7540480 - FOOD
WALMART BRC - GE CAPITAL RETAIL BANK	10/11/2022 \$20.16	Seniors 8/30/2022	7540480 - FOOD
WALMART BRC - GE CAPITAL RETAIL BANK	10/11/2022 \$163.16	Seniors 9/12/2022	7540480 - FOOD
WALMART BRC - GE CAPITAL RETAIL BANK	10/11/2022 \$288.13	Seniors 9/06/2022	7540480 - FOOD
WALMART BRC - GE CAPITAL RETAIL BANK	10/11/2022 \$452.49	Seniors 8/30/22	7540480 - FOOD
	\$934.11		
WASATCH BARRICADE	10/5/2022 \$2,730.00	Message board for summit ridge micro	4540200 - ROAD MAINTENANCE
WAXIE SANITARY SUPPLY	10/11/2022 \$548.48	Disinfectant and wax for seniors	1051240 - SUPPLIES
Wellman, Landon	10/11/2022 \$18.47	REISSUE CH #83923 LOST CHECK - REISSUED PAYROLL CHECK LOST - AGAIN	1015800 - SUSPENSE
Wellman, Landon	10/10/2022 -\$18.47	REISSUE CH #83923 LOST CHECK - REISSUED PAYROLL CHECK LOST - AGAIN	1015800 - SUSPENSE
	\$0.00		
WHITE, CHARLES W *	10/10/2022 \$169.08	REISSUE CH#78166 DID NOT RECEIVE CHECK - UTILITY ACCT REFUND	1015800 - SUSPENSE
WHITE, CHARLES W *	10/10/2022 -\$169.08	REISSUE CH#78166 DID NOT RECEIVE CHECK #86925 - DID NOT RECEIVE (AGAIN)	1015800 - SUSPENSE

\$0.00

\$1,144,582.29

MEMO



To: Mayor Olson and City Council
From: Jason Bond, Assistant City Manager
Date: October 14, 2022
Re: **Tanner Property Annexation and Development**

Ivory Development LLC is proposing to develop property located west of the railroad tracks and east of Summit Ridge Parkway. In order for a subdivision to be considered, the property first needs to be annexed into Santaquin City.

Mayor Olson directed the Planning Commission review the proposed zoning and development layout as part of the annexation approval process. The Planning Commission's recommendation is as follows:

Commissioner Nixon motioned to make a positive recommendation to the Santaquin City Council that the Tanner Annexation and proposed development move forward in the R10 Zone and for consideration in additional connectivity issues. Commissioner Weight seconded the motion.

Commissioner Wood, Yes; Commissioner Lance, Absent; Commissioner Hoffman, Absent; Commissioner Howard, Absent; Commissioner McNeff, Yes; Commissioner, Nixon, Yes; Commissioner Weight, Yes; (Alternate) Commissioner Romero, Absent. The motion was unanimously approved.

The property to be developed consists of approximately 43 acres and it is proposed to have 140 single-family lots that meet the standard requirements for the proposed zoning of R-10 Residential. It is also proposed to include a 1.16 acre park on the southern portion of the development. An annexation and development agreement has been prepared for the City Council to consider in conjunction with the annexation of the property. This development agreement has been negotiated and reviewed by both the Santaquin City staff and representatives of Ivory Development.

Recommended Motion (Annexation): "Motion to adopt Ordinance No. 10-01-2022, an ordinance amending the Zoning Map of Santaquin City to include the Tanner Annexation Area located adjacent to the current corporate boundaries of Santaquin City, Utah with the condition that a development agreement is approved to lay out certain details of the future development of the property."

Recommended Motion (Development Agreement): "Motion to adopt Resolution 10-05-2022, a resolution approving a development agreement between Santaquin City and Ivory Development, LLC regarding the Tanner Flats at Summit Ridge development."

ORDINANCE NO. 10-01-2022

AN ORDINANCE AMENDING THE ZONING MAP OF SANTAQUIN CITY TO INCLUDE THE TANNER ANNEXATION AREA LOCATED ADJACENT TO THE CURRENT CORPORATE BOUNDARIES OF SANTAQUIN CITY, UTAH

WHEREAS, Utah Code Ann. Section 10-2-418 allows a city to annex parts of unincorporated island properties without an annexation petition so long as certain criteria are met; and

WHEREAS, on, February 2, 2022, the Santaquin City Council adopted Resolution No. 02-01-2022 initiating the annexation of the real property described in Exhibit A (the “Property”) to the City; and

WHEREAS, on March 15, 2022, the Santaquin City Council held a public hearing to receive public input concerning the proposed annexation, which public hearing was properly scheduled and noticed in accordance with Utah law; and

WHEREAS, the owners of all of the privately owned real property within the area proposed for annexation have given written consent to the annexation of the Property; and

WHEREAS, all Affected Entities have received notice of the proposed annexation; and

WHEREAS, the area proposed for annexation lies within the City’s current Annexation Policy Plan; and

WHEREAS, Santaquin City desires to complete the statutory process to amend the Official Zone Map of Santaquin City to include the Property within the City’s regulatory boundary;

NOW, THEREFORE BE IT ORDAINED by the City Council of Santaquin City, Utah as follows:

SECTION 1. Official Zone Map Amended. The Official Zone Map of Santaquin City as adopted by Section 10.20.020 of the Santaquin City Code is hereby amended to include the annexed real property as depicted in Exhibit A.

SECTION 2. Designation. The amended area shall be zoned R-10 Residential as depicted on the zoning map, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. Execution of Documents. The mayor is hereby authorized to execute all documents necessary to accomplish the annexation, and a certification of the Santaquin City Council that the legal procedures for annexation have been completed.

SECTION 4. Posting. A copy of this ordinance shall be deposited in the office of the Santaquin City Recorder, and before 5:00 p.m. on October 19, 2022, the Santaquin City Recorder shall

certify that this Ordinance has been posted in three public places within the municipality, as provided in Utah Code Annotated § 10-3-711(1).

SECTION 5. Effective Date. This Ordinance shall take effect at 5:00 p.m. on October 19, 2022, and the described Annexation shall be effective upon the certification of the Utah Lt. Governor.

PASSED AND ADOPTED this 18th day of October, 2022.

SANTAQUIN CITY

Daniel M. Olson, Mayor

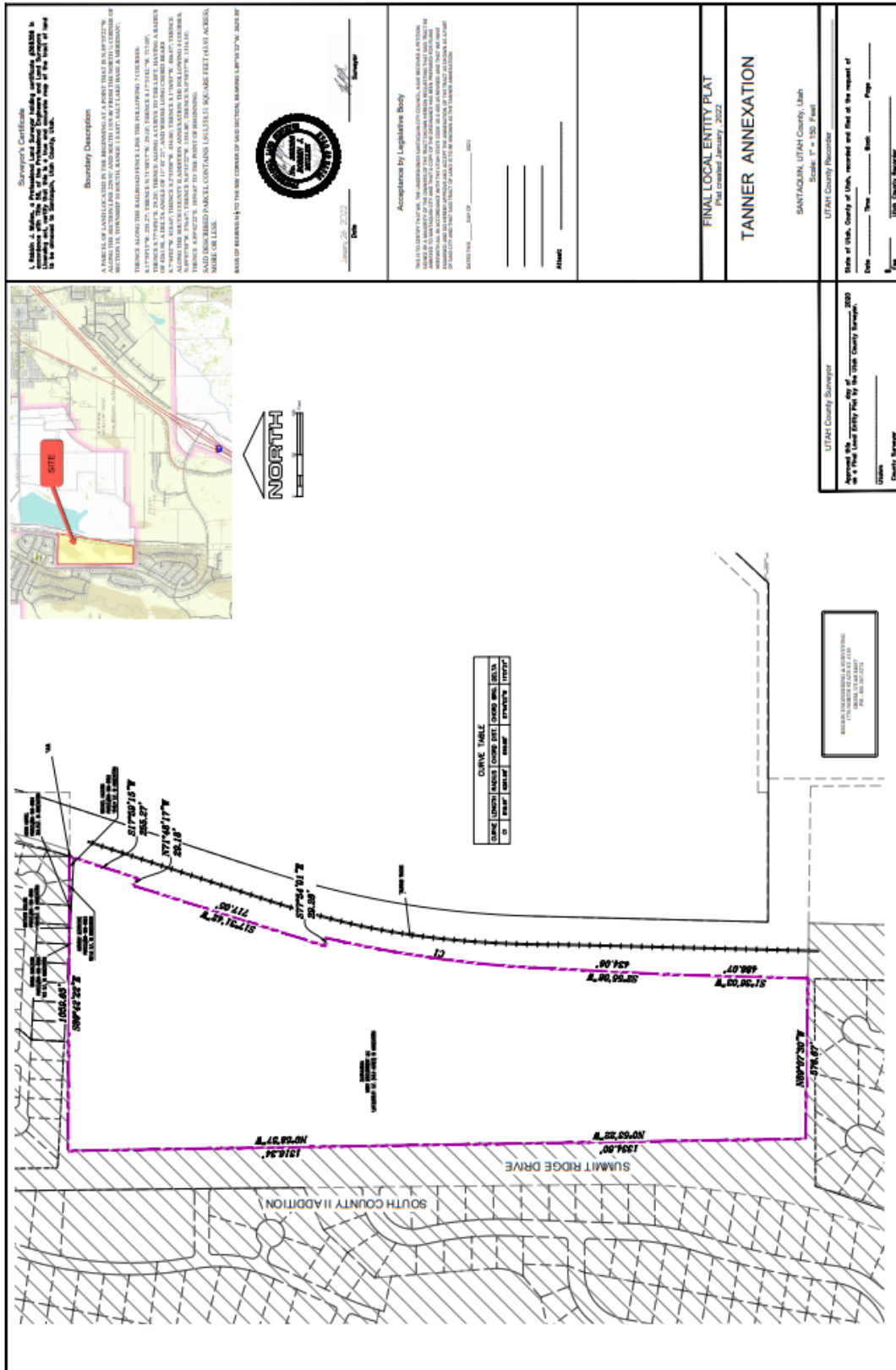
Councilmember Elizabeth Montoya	Voted	___
Councilmember Lynn Mecham	Voted	___
Councilmember David Hathaway	Voted	___
Councilmember Jeff Siddoway	Voted	___
Councilmember Art Adcock	Voted	___

ATTEST:

Amalie R. Ottley, City Recorder

Exhibit A

BOUNDARY DESCRIPTION



STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, AMALIE R. OTTLEY, City Recorder of Santaquin City, Utah, do hereby certify and declare that the above and foregoing is a true, full, and correct copy of an ordinance passed by the City Council of Santaquin City, Utah, on the 18th day of October, 2022, entitled

“AN ORDINANCE AMENDING THE ZONING MAP OF SANTAQUIN CITY TO INCLUDE THE TANNER ANNEXATION AREA LOCATED ADJACENT TO THE CURRENT CORPORATE BOUNDARIES OF SANTAQUIN CITY, UTAH”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Santaquin City, Utah this 18th day of October, 2022.

AMALIE R. OTTLEY
Santaquin City Recorder

(SEAL)

AFFIDAVIT OF POSTING

STATE OF UTAH)
 ss.
COUNTY OF UTAH)

I, AMALIE R. OTTLEY, City Recorder of Santaquin City, Utah, do hereby certify and declare that I posted in three (3) public places the ordinance which is attached hereto on the 18th day of October, 2022.

The three places are as follows:

1. Zions Bank
2. Post Office
3. City Office

I further certify that copies of the ordinance so posted were true and correct copies of said ordinance.

AMALIE R. OTTLEY
Santaquin City Recorder

The foregoing instrument was acknowledged before me this __ day of _____, 2022, by AMALIE R. OTTLEY.

Notary Public

MEMO



To: Mayor Olson and City Council
From: Jason Bond, Assistant City Manager
Date: October 14, 2022
Re: **Tanner Property Annexation and Development**

Ivory Development LLC is proposing to develop property located west of the railroad tracks and east of Summit Ridge Parkway. In order for a subdivision to be considered, the property first needs to be annexed into Santaquin City.

Mayor Olson directed the Planning Commission review the proposed zoning and development layout as part of the annexation approval process. The Planning Commission's recommendation is as follows:

Commissioner Nixon motioned to make a positive recommendation to the Santaquin City Council that the Tanner Annexation and proposed development move forward in the R10 Zone and for consideration in additional connectivity issues. Commissioner Weight seconded the motion.

Commissioner Wood, Yes; Commissioner Lance, Absent; Commissioner Hoffman, Absent; Commissioner Howard, Absent; Commissioner McNeff, Yes; Commissioner, Nixon, Yes; Commissioner Weight, Yes; (Alternate) Commissioner Romero, Absent. The motion was unanimously approved.

The property to be developed consists of approximately 43 acres and it is proposed to have 140 single-family lots that meet the standard requirements for the proposed zoning of R-10 Residential. It is also proposed to include a 1.16 acre park on the southern portion of the development. An annexation and development agreement has been prepared for the City Council to consider in conjunction with the annexation of the property. This development agreement has been negotiated and reviewed by both the Santaquin City staff and representatives of Ivory Development.

Recommended Motion (Annexation): "Motion to adopt Ordinance No. 10-01-2022, an ordinance amending the Zoning Map of Santaquin City to include the Tanner Annexation Area located adjacent to the current corporate boundaries of Santaquin City, Utah with the condition that a development agreement is approved to lay out certain details of the future development of the property."

Recommended Motion (Development Agreement): "Motion to adopt Resolution 10-05-2022, a resolution approving a development agreement between Santaquin City and Ivory Development, LLC regarding the Tanner Flats at Summit Ridge development."



RESOLUTION 10-05-2022

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN SANTAQUIN CITY AND IVORY DEVELOPMENT, LLC REGARDING THE TANNER FLATS AT SUMMIT RIDGE DEVELOPMENT

WHEREAS, Ivory Development, LLC owns approximately 43.9 acres of property (Parcel # 32:016:0064) located at approximately 1000 South Summit Ridge Parkway; and

WHEREAS, Ivory Development, LLC requested that Santaquin City annex their property with the intention to develop the property into single-family residential homes; and

WHEREAS, the Santaquin City Planning Commission reviewed the proposed R-10 Residential zoning for the property and the conceptual layout of the proposed residential development in a public meeting on October 11, 2022, and they provided a recommendation to the City Council regarding the proposal; and

WHEREAS, the Santaquin City Council adopted Ordinance No. 10-01-2022 on October 18, 2022, which amended the zoning map of Santaquin City to include the Tanner Annexation Area located adjacent to the current corporate boundaries of Santaquin City, Utah; and

WHEREAS, Ivory Development, LLC and Santaquin City have negotiated terms for the residential development of the property in a development agreement; and

WHEREAS, the Santaquin City Council desires to approve the development agreement.

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

SECTION 1: The attached documents represent the Tanner Flats at Summit Ridge Development Agreement.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 18th day of October, 2022.

City of Santaquin,

Daniel M. Olson, Mayor

Councilmember Art Adcock	Voted	___
Councilmember Elizabeth Montoya	Voted	___
Councilmember Lynn Mecham	Voted	___
Councilmember Jeff Siddoway	Voted	___
Councilmember David Hathaway	Voted	___

Attest:

Amalie R. Ottley, City Recorder

***Recording Requested By and
When Recorded Return to:***

Santaquin City
Attention: City Manager
275 West Main
Santaquin, Utah 84655

Parcel Numbers: 32:016:0064, 32:016:0084 & 32:016:0085

**DEVELOPMENT AGREEMENT BETWEEN
SANTAQUIN CITY AND IVORY DEVELOPMENT, LLC REGARDING THE
TANNER FLATS at SUMMIT RIDGE DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered into on this ____ day of _____, 2022, by and between the City of Santaquin, Utah, a municipality and political subdivision of the State of Utah (“**City**”) and Ivory Development, LLC, a Utah Limited liability company (“**Owner**”). City and Owner may be hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Santaquin City has adopted a General Plan governing the development and use of real property pursuant to the provisions of Utah Code Ann., Title 10, Chapter 9a; and

WHEREAS, Owner owns approximately 43.9 acres of property located in the unincorporated area of Utah County at approximately 1000 South Summit Ridge Parkway, adjacent to Santaquin, Utah, as more fully described in Exhibit “A” attached hereto (the “**Property**”); and

WHEREAS, on February 2, 2022, the City adopted Resolution No. 02-01-2022 , indicating its intention to annex the Property under certain terms and conditions; and

WHEREAS, Owner desires annexation of the Property to enable development of the Property as the Tanner Flats at Summit Ridge Development, and to incorporate the construction of certain infrastructure improvements; and

WHEREAS, the Parties desire to cooperate in the planning and approval of a Subdivision or Site Plan, for the purpose of encouraging an attractive and useful development that complies with the provisions of the R-10 zone; and

WHEREAS, the Parties now desire to enter into this Agreement to establish certain parameters of development of the Property and other development objectives prior to annexation or development of the Property;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by the Santaquin Zoning Ordinance in effect on the date of a complete application or, if different, by this Agreement. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

- 1.1 **“Applicant” or “Developer”** means each person or entity, who owns certain real property within the proposed area that applies for the development of a Project.
- 1.2 **“Buildout”** means the completion of the development of the Property.
- 1.3 **“Design Guidelines”** means Santaquin City Standard Specifications and Drawings, in effect at the time of a completed application for development.
- 1.4 **“Effective Date”** The date upon which the Santaquin City Council adopts an ordinance annexing the Property into Santaquin City.
- 1.5 **“Owner(s)”** means Ivory Development, LLC, and also includes all successors and assigns of the same, designated as the owner or owners of the Property, or any part thereof, as indicated on the tax records of Utah County.
- 1.6 **“Project”** means any portion of the Property proposed for development by an Owner, Developer, or any successors or assigns thereof.
- 1.7 **“Property”** means the following parcels of real property, described by owner and parcel numbers as recorded in the office of the Utah County Recorder:

Utah County Tax ID # 32:016:0064, 32:016:0084 & 32:016:0085
IVORY DEVELOPMENT, LLC
1,912,131.6726 S.F. (43.9 ACRES) IN ANNEXATION

The Property is more particularly described in Exhibit A hereto.

SECTION II. GENERAL RIGHTS AND RESPONSIBILITIES

2.1 General Rights and Responsibilities of Owners

2.1.1 **Rights Granted By Approval of this Agreement.** The Parties hereby agree that the Property shall be developed in accordance with the Site Plan prepared for Owner, a copy of which is attached hereto as Exhibit B.

2.1.2 **Master Facilities Plans Updated.** Prior to the City’s acceptance of any final plat for development of the Property, or any part thereof, Owner shall at its sole cost and expense, cause to be updated the Santaquin City Sanitary Sewer System Master Plan, the Santaquin City Drinking Water Master Plan, and the Santaquin City Pressurized Irrigation Water Master Plan (collectively, the **“Master Plans”**), to include the Property. Owner shall not be responsible for the cost of any update to the Master Plans not required by the development of the Project.

2.1.3 Dedication of Public Park. As partial consideration for entering into this Agreement, Owner shall construct a Public Park on that portion of the Property designated as a park on the Site Plan, which construction shall include the improvements described in the Park Plan that is attached to this Agreement as Exhibit C. Prior to the issuance of certificates of occupancy for any phase of the Project, Owner shall post a bond (“Park Bond”) equal to that phase’s proportionate share of the cost of the park improvements (“Proportionate Park Share”). The Proportionate Park Share for each phase shall equal the number of lots in the phase multiplied by the quotient of the estimated costs of the park improvements divided by the total number of lots in the Project. Park improvements will begin no later than when 64 the overall Project building permits are issued. Additionally, all park improvements must be completed no later than when 105 of the overall Project certificates of occupancy are issued. Upon completion of the park, Owner shall dedicate the park property, together with all improvements thereon, to the City, and the City shall release the Park Bond. Neither construction of the Park improvements, nor dedication of the Park property to the City shall entitle Owner to any reimbursement of impact fees from the City.

2.2 General Rights and Responsibilities of the City

2.2.1 Reserved Legislative Powers. This Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development. The City acknowledges, however, that any exercise of its legislative or police powers which alters or modifies this Agreement to Owners’ detriment may render the City liable to such remedies as may be available to Owners under such circumstances.

2.2.2 Compliance with City Requirements and Standards. Owner expressly acknowledges that nothing in this Agreement shall be deemed to relieve Owner’s obligations to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats for any Project in effect at the time of development approval under applicable laws and ordinances, including the payment of unpaid fees, the approval of subdivision plats, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City.

2.2.3 Power of Eminent Domain. The City agrees that in the event that an Applicant needs to obtain easements or rights of way for the purpose of constructing infrastructure improvements for a Project and is otherwise unable to negotiate a reasonably acceptable contract for such easements or rights of way, the City, upon the request of Applicant, may *consider, but is not required to*, exercise its power of eminent domain to obtain such easements or rights of way, any and all costs of which shall be borne by the Applicant so requesting.

2.3 Recording. The City shall cause this Agreement, together with all exhibits and attachments, to be recorded with the Utah County Recorder.

SECTION III. SPECIFIC RIGHTS AND RESPONSIBILITIES

3.1 Water.

3.1.1 Obligations of the Owners and Developers.

3.1.1.1 **Water System.** Each Developer shall, at its sole cost and expense, design, build, and dedicate to the City all water distribution facilities of sufficient capacity to handle the total estimated requirement of the Property at Buildout and to accommodate the development of all of the Property. Developer shall construct all such facilities with capacity for development of all the Property, at its sole cost and expense. Such facilities shall be built according to City specifications and standards, including any amendments to the Master Plan pursuant to section 2.1.2. All facilities necessary to provide a water system installed by Developer within the Project, upon acceptance by the City, shall be owned, operated, and maintained by the City.

3.1.1.2 **Satisfaction of Water Rights Requirement.** Owners hereby assert that they are familiar with Santaquin City Code 8.04.100 and hereby agree that prior to either approval of a final plat, site plan, or the issuance of any building permit related to any parcel of property that is included in the Project, the owner of the subject parcel shall either dedicate water rights to the City or, with the City's written consent, pay a cash equivalent in value to the cost of the required water rights, as specified by, or as determined in accordance with, the provisions of the City Code. The City shall not be required to approve any plat, or issue any building permit, until all such requirements for the Property are fully satisfied.

3.1.1.3 **Application of Prior Credits for Water.** Owner will receive credit, if any such exist, for water dedicated and money in lieu of water payments made before the execution of this Agreement and that are applicable to the Property.

3.1.2 **City Obligations.** Upon the dedication and acceptance by the City of the water delivery system, satisfaction of the water rights requirements (as outlined in section 3.1.1.2), and payment of impact fees, the City shall provide all use areas served by such infrastructure within the Project, water service at a level generally provided to other areas of the City.

3.2 **Sanitary Sewer Service and Facilities.**

3.2.1 **Owner's Obligations.** In recognition and consideration of the City's willingness to provide the sanitary sewer service necessary to meet the demands of the Project at Buildout, Owner voluntarily agrees as follows:

3.2.1.1 **Easements and Installation.** Owner shall grant to the City, at no cost to the City, all easements necessary for the operation, maintenance, and replacement of all wastewater collection lines and related facilities ("Wastewater Facilities"), located within the Property and as may be needed off site for Buildout of the Property as the City determines to be reasonably necessary and in accordance with City Design Guidelines as well as in accordance with Utah State Rules governing sanitary sewer design requirements.

3.2.1.2 **Construction of Sewer Infrastructure.** Each Applicant for the development of a Project shall install, at its sole expense, all Wastewater Facilities which the City deems necessary to provide such disposal and treatment service from the Project to the existing Santaquin Sewer System, including both on-site and off-site improvements, including any amendments to the Master Plan pursuant to section 2.1.2. Applicant shall

construct all such facilities with capacity for development of all the Property, at its sole cost and expense.

3.2.1.3 Payment of Sewer Impact Fees. All preliminary and final subdivision plats and all site plan approvals presented after the effective date of this Agreement are subject to the payment of sewer impact fees and sewer connection fees then in effect and generally applicable to other development within the City, payable at the time of building permit issuance.

3.2.2 City Obligations. Upon construction to City specifications and standards of all required sewer-related infrastructure improvements, the payment of all required impact fees and other fees described herein, and dedication and acceptance of all lines and necessary sewer-related improvements and easements, the City shall provide to the Project, sanitary sewer service at a level generally provided to other areas of the City.

3.3 Transportation and Traffic Mitigation.

3.3.1 Developer's Obligations. Each Applicant for the development of a Project shall provide the following transportation and traffic mitigation measures which are intended to reduce potential traffic impacts resulting from the development anticipated by the Project.

3.3.1.1 Plans and Permits. Prior to any development of a Project, the Developer shall obtain all necessary approvals and permits from the City, and from the Utah Department of Transportation (hereinafter "UDOT") if applicable.

3.3.1.2 Roads Within a Project. In the event that the City shall approve a final plat for development of a Project, the Applicant shall construct all roads within the Project that are designated on said final plat or the documents, including internal circulation routes. All such construction shall be completed in accordance with the requirements of all such approvals and permits and the Design Guidelines. All such roads shall be constructed with capacity for development of all the Property at Developer's sole cost and expense. Prior to the construction of any of the improvements described herein, the Developer shall obtain the City's written approval of all plans, drawings, and specifications with respect to the alignment and construction of such road improvements. Upon completion of the construction of such improvements, the same shall be dedicated to the City. Applicant shall pay all costs of construction of such improvements.

3.3.1.3 Roads Outside the Project. The Developer shall, at its sole cost and expense, obtain all of the necessary easements and rights of way for the construction of all roadways and related improvements, which are outside its Project that are reasonably necessary to provide sufficient ingress to and egress from the Project and the remainder of the Property, and shall complete the construction of said roadways. At this time, no offsite roads are anticipated.

3.3.1.4 Sidewalk, Curb and Gutter. Each Developer of a Project shall construct, at its sole expense, Internal Curbing & Pedestrian Pathways in all portions of the Project as may be required by the City in connection with the approval of any final subdivision or development plat or building permit.

3.3.2 City Obligations.

3.3.2.1 **Dedication.** The City shall accept the dedication of all streets in each Project, so long as such streets are constructed to the City Standards and Specifications, are dedicated free of all liens and encumbrances, and are covered by all required bonds and warranties.

3.4 Utilities.

3.4.1 **Applicant's Obligations.** Each Applicant for development of a Project shall be responsible at its sole cost and expense, for the provision of all utility infrastructure within the Project of sufficient capacity to accommodate the development of the remainder of the Property, including all utilities and services required of subdivisions generally per Santaquin City Code.

3.4.2 **Easements, Rights-of-Way, Etc.** Owner shall grant, provide, and/or dedicate all such easements, rights of way, rights of entry, or other servitudes as may be necessary for the installation and maintenance of the infrastructure contemplated herein.

3.4.3 **City's Obligations.** The City agrees to allow, upon proper application and permit, work on property owned by the City as may be necessary to connect, link, construct, or accommodate utility improvements in a Project.

3.4.4 **Underground Utilities.** All utility lines, conduits, pipes, maintenance or service stations, pump houses, and the like, that are installed or replaced in connection with the development of a Project, whether within or outside the Property, shall be installed underground, to the extent that such installation (i) is reasonably practicable, (ii) lies within the parameters of City specifications, (iii) complies with applicable federal, state, and local law, regulation, and ordinance, and (iv) accords with industry standards and practices. All utilities necessary for appropriate service to the Project, whether within or outside the Project, shall be installed or replaced at the sole cost of the Developer.

SECTION IV. ZONING

4.1 Santaquin Zoning Map.

4.1.1 **Zoning.** Upon execution of this agreement, the Property shall maintain the zoning of R-10 Residential and the PC (Planned Community) zone which is governed by the R-10 Residential regulations. Development of the Property will be predicated upon compliance with all R-10 standards. All City Design Guidelines shall apply to development.

SECTION V. GENERAL PROVISIONS

5.1 **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. Except as otherwise provided herein,

all successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Property to which the successor holds title, or which would apply to the Owner through whom the interest was acquired. Such titleholder is not a third-party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Property.

5.2 Transfer of Property. Owner shall have the right to assign or transfer all or any portion of his/her rights and obligations under this Agreement to any party acquiring an interest or estate in the Property or any portion thereof. In the event of an assignment of all the Property, the transferee shall succeed to all of Owner's rights and obligations under this Agreement and Owner shall be relieved of all obligations and liability arising out of this Agreement.

5.3 No Agency, Joint Venture, or Partnership. It is specifically understood and agreed to by and among the Parties that: (i) each Project is a private development; (ii) City and Owners hereby renounce the existence of any form of agency relationship, joint venture, or partnership between City and Owner(s); and (iii) nothing contained herein shall be construed as creating any such relationship between City and Owner(s).

5.4 Consent. In the event this Agreement provides for consent from the City or the Owner, such consent shall be deemed to be given thirty (30) days after consent is requested in writing in the event no response to the request is received within that period. All requests for consent shall be made in writing.

5.5 Legal Challenges. In the event that any person challenges this Agreement, or the development contemplated herein through referendum or otherwise, upon request by an Owner, or with notice to Owners and Owners' consent or acquiescence, the City may undertake to defend this Agreement or the development. In such a case, Owners agree to accept responsibility, jointly and severally, for all legal fees, including attorneys' fees, expenses, and/or court costs incurred by the City upon presentation to the Owner of an itemized list of costs, expenses, and fees.

SECTION VI. MISCELLANEOUS

6.1 Incorporation of Recitals, Introductory Paragraphs, and Exhibits. The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

6.2 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

6.3 Severability. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

6.4 Construction. This Agreement has been reviewed and revised by legal counsel for Owner and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

6.5 Further Assurances, Documents, and Acts. Each of the Parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents, and to take all further actions reasonably necessary in order to carry out the intent and purposes of this Agreement and the

actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.

6.6 Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by Owner to any other party, individual or entity without Owner assigning both the rights as well as the assignee assuming the obligations under this Agreement.

6.7 Governing Law, and Dispute Resolution, and Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

6.7.1 Mediation. Any and all disputes arising out of or related to this Agreement or the Parties' performance hereunder shall be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation or any other binding or adjudicative dispute resolution process. The Parties shall: (i) mediate in good faith; (ii) exchange all documents which each believes to be relevant and material to the issue(s) in dispute; (iii) exchange written position papers stating their position on the dispute(s) and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the dispute(s), and; (iv) engage and cooperate in such further discovery as the Parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the Parties. Venue of the mediation shall be the State of Utah. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed by a court of competent jurisdiction. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation. The prevailing Party in any action to enforce in whole or in part this mediation clause or in any subsequent arbitration or mediation shall be entitled to reimbursement of attorneys' fees and costs incurred in said action.

6.7.2 Attorney's Fees. If any Party hereto is required to engage the services of counsel by reason of the default of another party, the substantially prevailing Party shall be entitled to receive its costs and reasonable attorney fees. Said costs and attorney fees shall include, without limitation, costs and attorney fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

6.8 Notices. Any notice or communication required hereunder between the Parties must be in writing and may be given either personally or by registered or certified mail, return receipt requested, or by facsimile. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. If given by facsimile to the address and number for such Party set forth below (provided, however, that the notice is not effective unless a duplicate copy of the facsimile notice is promptly given by one of the other methods permitted under this paragraph), the notice is deemed to have been given one business day after being sent by the sender. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses set forth below:

Owner:

Ivory Development, LLC

978 Woodoak Lane
Salt Lake City, Utah 84117

City: Santaquin City
Attention: City Manager
275 West Main
Santaquin, Utah 84655

With a copy to: Nielsen & Senior, P.C.
Attention: Brett B. Rich
P.O. Box 970663
1145 South 800 East, Suite 110
Orem, Utah 84097
Email: bbr@ns-law.com

Notice is deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or confirmed electronic transmission, on the date of delivery to the overnight courier service, if that service is used, and on the date of deposit in the mail, if mailed. Notice is deemed to have been received on the date on which the notice is actually received, or delivery is refused.

6.9 No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other party shall have any right of action based upon any provision of this Agreement whether as third-party beneficiary or otherwise.

6.10 Counterparts and Exhibits. This Agreement may be executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement and its exhibits constitute the entire understanding and agreement of the Parties to this Agreement and supersedes all prior discussions, agreements, and understandings. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A Description of the Property with Illustrative Map
Exhibit B Site Plan
Exhibit C Park Plan

6.11 Duration. This Agreement shall continue in force and effect until the earlier of December 31, 2032, or such time as all obligations hereunder have been satisfied (the “Term”).

6.12 Insurance and Indemnification. To the fullest extent permitted by law, Owner shall indemnify and hold harmless the City, which for purposes of the section includes its elected and appointed officials, representatives, officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgments, losses, risks of loss, damages, expenses, and liabilities arising out of or related to (1) acts, errors or omissions of Owner or its agents, servants, employees, or contractors in performance of this Agreement, or (2) any legal challenge by a third party to this Agreement or any legislative action adopting this Agreement. Owner shall also pay any litigation expenses that the City incurs, including attorney’s fees, arising out of, or related to (1) acts, errors or omissions of Owner or its agents, servants, employees, or contractors in performance of this Agreement, or (2) any legal challenge by a third party to this Agreement or any legislative action adopting this Agreement. Owner shall assume sole liability for any injuries or damages caused to a third party as a result of its actions pursuant to this the Agreement. City reserves the right to conduct, control, and direct

its own defense for any claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liability arising out of or related to the Agreement.

6.12.1 Hazardous, Toxic, and/or Contaminating Materials. Owner further agrees to defend and hold the City and its elected and/or appointed boards, officers, agents, employees, and consultants, harmless from any and all claims, liability, costs, fines, penalties, charges and/or claims of any kind whatsoever relating to the existence and removal of hazardous, toxic and/or contaminating materials on, or associated with development of, the Property, except where such claims, liability, costs, fines, penalties, charges and/or claims are due to the actions of the City.

6.12.2 Bodily Injury and Property Damage Insurance. Owner agrees to and shall indemnify and hold the City and its elected and appointed boards, officers, agents, employees, and consultants harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person, or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person, directly or indirectly caused by any acts done thereon or any errors or omissions of Owner or its agents, servants, employees, or contractors, except for willful misconduct or negligent acts or omissions of the City or its elected and appointed officials, boards, officers, agents, employees, and consultants.

Prior to any construction on the Property, Owner shall furnish or cause to be furnished to the City duplicate originals or appropriate certificates of insurance as might be required by the City's Vested Laws within the Residential R-10 zone.

6.13 Acknowledgment. By its signature below, Owner acknowledges that the Property is owned by Owner at the time of execution of this Agreement and shall be subject to all of the terms and conditions of this Agreement upon execution by the City.

6.14 Amendment. Unless otherwise stated in this Agreement, the Parties may amend this Agreement by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having an interest only in any specific lot(s), unit(s) or other portion of the Property.

6.15 Recordation of Development Agreement. No later than ten (10) days after the Approval Date, the City shall cause to be recorded an executed copy of this Agreement in the official records of the County of Utah.

6.16 Applicant Agreements. The Parties hereto, or some of them, may enter into separate agreements with Applicants or others obtaining rights from Owner, provided however that nothing in any separate agreement may conflict with the entitlements and benefits obtained by Owner in this Agreement without the express written consent of Owner.

6.17 Exclusion from Moratoria. The Property shall be excluded from any temporary ordinance adopted pursuant to Utah Code § 10-9a-504 unless such a moratorium is found on the record by the Santaquin, Utah City Council to be necessary to avoid a compelling, countervailing public interest.

6.18 Time of the Essence. Time is of the essence to this Agreement, and every right or responsibility shall be performed within the times specified.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

OWNER:

Ivory Development, LLC
a Utah limited liability company

By: _____
Christopher P. Gamvroulas
President

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On _____, 2022, Christopher P. Gamvroulas personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same in his capacity as a President of Ivory Development, LLC.

Notary Public

CITY:

City of Santaquin
a municipality and political subdivision of
the State of Utah

By: _____
Daniel M. Olson, Mayor

ATTEST:

Amalie R. Ottley, City Recorder

STATE OF UTAH)

: ss.
COUNTY OF UTAH)

On _____, 2022, Daniel M. Olson personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same in his capacity as Mayor of Santaquin City, Utah.

Notary Public

Exhibit A

Description of the Property with Illustrative Map

Utah County Parcel ID Numbers

Utah County Parcel Numbers
32:016:0064
32:016:0085
32:016:0084

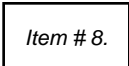
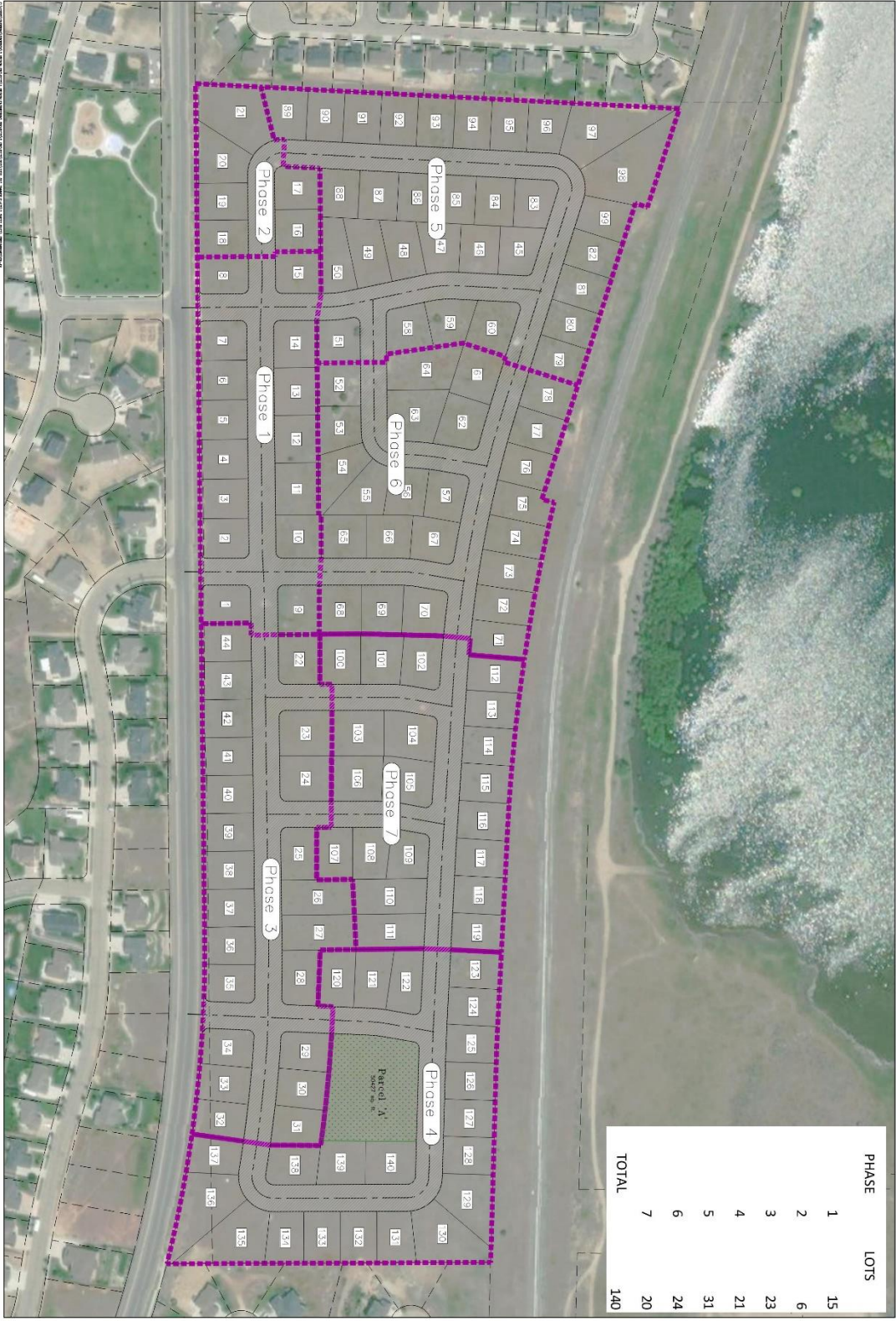


Exhibit B

Site Plan



DATE: 8.11.2022

PROJECT #

REVISIONS:

1

2

3

PHASE PLAN

PH-01

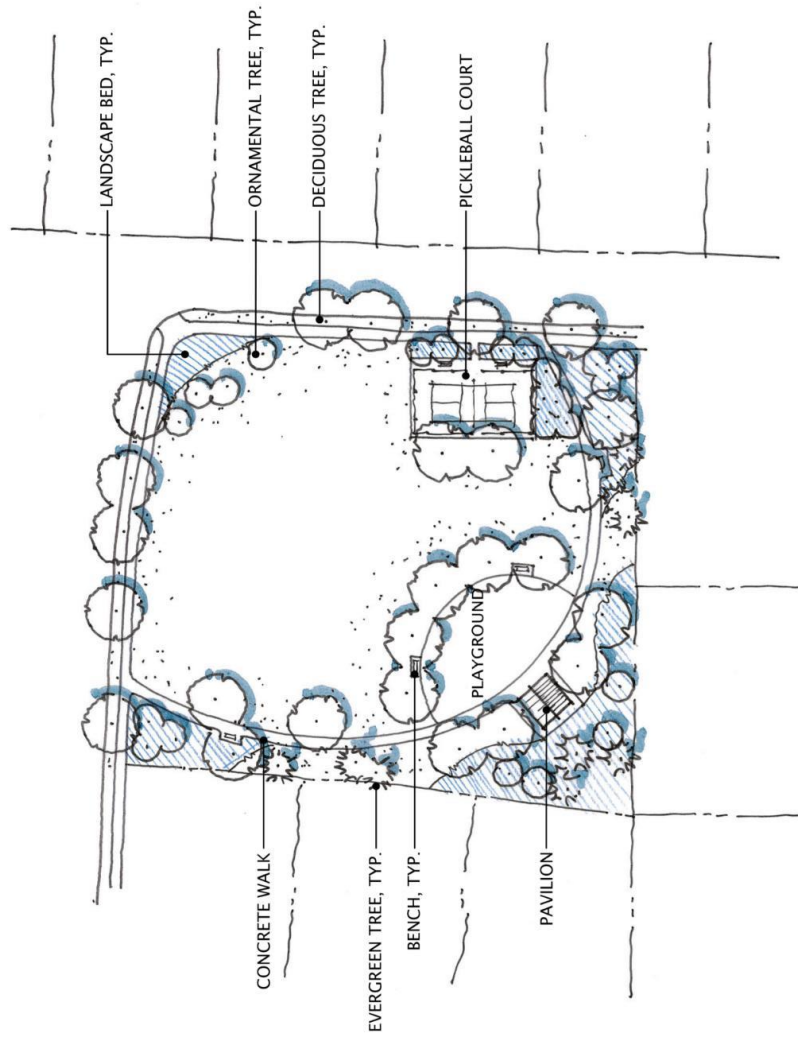
TANNER FLATS
at **SUMMIT RIDGE**

LOCATED IN SECTION 10, TOWNSHIP 10 SOUTH
RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

region Engineering & Surveying
1776 N. State St. #110
Orem, UT 84057
P: 801.376.2245
regiondesignllc.com

Exhibit C

Park Plan



02.28.22

Tanner Annexation Park



ORDINANCE NO. 10-02-2022

AN ORDINANCE AMENDING SANTAQUIN CITY CODE TO MODIFY REGULATIONS FOR DETACHED ACCESSORY DWELLING UNITS AND PERMIT DETACHED ACCESSORY DWELLING UNITS IN THE R-10 RESIDENTIAL ZONE, PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE ORDINANCE.

WHEREAS, the City of Santaquin is a fourth class city of the state of Utah; and

WHEREAS, the City Council has specific authority pursuant to Title 10, Chapter 9a Utah Code Ann. (1953 as amended) to adopt a zoning plan including an ordinance and map which divide the municipality into districts or zones and within such districts to regulate the erection, construction, reconstruction, alteration, repair and uses of buildings and structures and the uses of land; and

WHEREAS, the state legislature has granted general welfare power to the City Council, independent, apart from, and in addition to, its specific grants of legislative authority, which enables the city to pass ordinances which are reasonably and appropriately related to the objectives of that power, i.e. providing for the public safety, health, morals, and welfare; and

WHEREAS, the City Council desires to amend Santaquin City Code Title 10, Chapter 16, Section 080 and Title 10, Chapter 20, Section 080 to modify some regulations for and permit detached accessory dwelling units in the R-10 Residential Zone; and

WHEREAS, the City Council hereby implements one of their strategies in the Moderate-Income Housing Plan, as required by Utah Code Annotated 10-9a-408, in order address the need for moderate income housing within Santaquin City; and

WHEREAS, the Santaquin City Planning Commission held a public hearing on October 11, 2022, which hearing was preceded by the posting of public notice in at least three public places within the City limits of Santaquin City; and

WHEREAS, after the noted public hearing, the Santaquin City Planning Commission forwarded a recommendation to the City Council;

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

Section I. Amendments

Title 10 Chapter 16 Section 080 is amended as follows: (underlined text is added, stricken text is deleted)

10.16.080 ACCESSORY DWELLING UNITS

- A. Number of Accessory Dwelling Units: A maximum of one accessory dwelling unit, either attached or detached, shall be allowed on any one parcel.
- B. Attached (i.e., Accessory Apartments): Attached accessory dwelling units shall be allowed in any residential zone, subject to the following criteria: (Ord. 2-01-2002, 2-5-2002, eff. 2-5-2002; amd. Ord. 03-02-2007, 3-7-2007)
1. Location: Attached accessory dwelling units shall not be allowed on any parcel except those containing a single-family dwelling.
 2. Parking: Any property containing an attached accessory dwelling unit shall provide two off-street parking spaces for residents of the unit. Tandem parking will not qualify as approved parking.
 3. Utility Meters: A single-family dwelling with an attached accessory dwelling unit may have up to two (2) meters for each water and pressurized irrigation service. (Ord. 04-01-2003, 4-2-2003, eff. 4-3-2003; amd. Ord. 03-02-2007, 3-7-2007)
 4. Building Code: All construction and remodeling shall comply with building codes in effect at the time of construction or remodeling. (Ord. 2-01-2002, 2-5-2002, eff. 2-5-2002; amd. Ord. 04-01-2003, 4-2-2003, eff. 4-3-2003; Ord. 03-02-2007, 3-7-2007)
 5. Building Entrances: In order to preserve the single-family residential appearance of the building, a new single-family structure approved with an attached accessory dwelling unit shall not have a separate entrance at the front of the building or side of the building facing a street where the sole purpose of the entrance is to provide access to the attached accessory dwelling unit. An attached accessory dwelling unit approved in an existing structure may use existing entrances on any side of the structure. (Ord. 04-01-2003, 4-2-2003, eff. 4-3-2003; amd. Ord. 03-02-2007, 3-7-2007)
 6. Construction And Remodeling: Any person constructing, causing the construction of a residence that has an attached accessory dwelling unit, remodeling, or causing the remodeling of a residence for an attached accessory dwelling unit, or any person desiring an attached accessory dwelling unit shall obtain a building permit from the city of Santaquin. Before a permit may be issued, the applicant shall:
 - a. Submit a site plan drawn accurately to scale that shows property lines and dimensions, the location of existing buildings and building entrances, proposed buildings or additions, dimensions from buildings or additions to property lines, the location of parking stalls, and utility meters.
 - b. Include detailed floor plans drawn to scale with labels on rooms indicating uses or proposed uses.
 - c. Pay fees in accordance with the city of Santaquin resolution establishing fees and charges.
 7. Prior Uses: For preexisting attached accessory dwelling units, a permit for the attached accessory dwelling unit shall be required, in addition to any permit required for the work to be done, at such time that construction, remodeling, or change of use occurs to the structure in which the attached accessory dwelling unit is located. The city building official shall issue a

permit for any such attached accessory dwelling unit prior to construction, remodeling, or change of use and upon finding compliance with the uniform building code and the following conditions:

- a. The attached accessory dwelling unit is in compliance with the zoning ordinance, and
 - b. A building permit was issued when the unit was constructed or remodeled. If no building permit was issued at the time of construction or remodeling, the applicant shall pay an inspection fee and the chief building official (CBO) or designee shall inspect the unit for life safety violations. All violations identified by the CBO shall be corrected before a permit may be issued. (Ord. 2-01-2002, 2-5-2002, eff. 2-5-2002; amd. Ord. 04-01-2003, 4-2-2003, eff. 4-3-2003; Ord. 03-02-2007, 3-7-2007)
8. Other Similar Units: Attached accessory dwelling units shall include basement rentals, caretaker apartments, and other units of a similar nature and shall be a permitted use in all zones where single-family dwellings are permitted. (Ord. 04-01-2003, 4-2-2003, eff. 4-3-2003; amd. Ord. 03-02-2007, 3-7-2007)
- C. Detached (i.e., Cottages, Casitas): Detached accessory dwelling units shall be allowed in the Main Street Residential (MSR) area of the Main Street Business District zone, ~~and~~ the Residential R-8 zone, and the Residential R-10 zone, subject to the following criteria:
1. Location: Detached accessory dwelling units shall only be allowed in the rear yard of a single-family dwelling. Detached accessory dwelling units cannot be subdivided from the primary dwelling and cannot be sold separately from the primary dwelling. Either the primary dwelling or the detached accessory dwelling unit need to be owner occupied. Detached accessory dwelling units cannot be leased for a term longer than 2 years without a renewal agreement.
 2. Size and Setbacks: The maximum footprint of a detached accessory dwelling unit shall be 800 square feet. The maximum square footage of a detached accessory dwelling unit shall be 1,600 square feet. The maximum height of a detached accessory dwelling unit shall not exceed the height of the primary dwelling unit or 24 feet, whichever is less. The setbacks of a detached accessory dwelling unit shall be at least 12 feet from the primary dwelling and 8 feet from the side and rear property lines.
 3. Foundation: Detached accessory dwelling units shall be on a permanent foundation. Recreational vehicles and mobile homes shall not be considered detached accessory dwelling units.
 4. Design: The architectural style and color of a detached accessory dwelling unit shall be compatible with the primary dwelling and approved by the Zoning Administrator.
 5. Garages: Accessory dwelling units which are connected to a detached garage, together, shall not exceed a height of 24 feet regardless of the height of the primary dwelling. The maximum square footage of an accessory dwelling unit, inclusive of the garage area, shall be 1,600 square feet. A

carport will not be counted towards the square footage of the accessory dwelling unit, but it must meet the setback requirements in Subsection C2 of this Section.

6. Parking: Any property containing a detached accessory dwelling unit shall provide two off-street parking spaces for residents of the unit. Tandem parking will not qualify as approved parking.
7. Utility Meters: A single-family dwelling with a detached accessory dwelling unit may have up to two (2) meters for each water and pressurized irrigation service.
8. Trash: Each detached accessory dwelling unit shall have their own trash can.
9. Building Code: All construction and remodeling shall comply with building codes in effect at the time of construction or remodeling.
10. Construction And Remodeling: Any person constructing, causing the construction of a residence that has a detached accessory dwelling unit, remodeling, or causing the remodeling of a residence for a detached accessory dwelling unit, or any person desiring a detached accessory dwelling unit shall obtain a building permit from the city of Santaquin. Before a permit may be issued, the applicant shall:
 - a. Submit a site plan drawn accurately to scale that shows property lines and dimensions, the location of existing buildings and building entrances, proposed buildings or additions, dimensions from buildings or additions to property lines, the location of parking stalls, and utility meters.
 - b. Include detailed floor plans drawn to scale with labels on rooms indicating uses or proposed uses.
 - c. Pay fees in accordance with the city of Santaquin resolution establishing fees and charges.
11. Prior Uses: For preexisting detached accessory dwelling units, a permit for the detached accessory dwelling unit shall be required, in addition to any permit required for the work to be done, at such time that construction, remodeling, or change of use occurs to the structure in which the detached accessory dwelling unit is located. The city building official shall issue a permit for any such detached accessory dwelling unit prior to construction, remodeling, or change of use and upon finding compliance with the uniform building code and the following conditions:
 - a. The detached accessory dwelling unit is in compliance with the zoning ordinance, and
 - b. A building permit was issued when the unit was constructed or remodeled. If no building permit was issued at the time of construction or remodeling, the applicant shall pay an inspection fee and the chief building official (CBO) or designee shall inspect the unit for life safety violations. All violations identified by the CBO shall be corrected before a permit may be issued.

Title 10 Chapter 20 Section 080 is amended as follows: (underlined text is added, stricken text is deleted)

10.20.080 R-10 RESIDENTIAL ZONE

- A. Objectives And Characteristics: The objective in establishing the R-10 Residential Zone is to encourage the creation and maintenance of residential areas within the City which are characterized by smaller to medium sized lots on which single-family dwellings are situated, surrounded by well kept lawns, trees, and other plantings. A minimum of vehicular and pedestrian traffic and quiet residential conditions favorable to family living are also characteristic of this zone. The uses permitted in this zone shall be single-family dwellings and certain other public facilities needed to promote and maintain stable residential neighborhoods. (Ord. 04-01-2003, 4-2-2003, eff. 4-3-2003)

In order to accomplish the objectives and purposes of this title and to promote the characteristics of this zone, the following regulations shall apply in the R-10 Zone. (Ord. 2-01-2002, 2-5-2002, eff. 2-5-2002)

- B. Permitted Uses: Land uses in the R-10 Residential Zone are permitted as follows. Alphabetic use designations in the table below have the following meanings:

P	The listed use is a permitted use within the represented area, based on City development standards and ordinances.
C	The listed use requires a conditional use permit within the represented area in addition to complying with all applicable development standards and ordinances.
N	The listed use is a prohibited use within the represented area.

Use	R-10
Accessory use	P
Adult daycare	C
Assisted living facility - large	C
Assisted living facility - small	P/C
Caretaker facilities associated with a permitted or conditional use	C
Cemeteries	P

Child daycare centers	C
<u>Dwelling, accessory unit attached</u>	<u>P</u>
<u>Dwelling, accessory unit detached</u>	<u>P</u>
<u>Dwellings, single-family detached</u>	<u>P</u>
Golf courses and golf clubhouses (private and public)	P
Gravel, sand, earth extraction, and mass grading when necessary to accomplish the intent of a development project permitted within and in association with the R-10 Zone and with City Council approval and Planning Commission recommendation for approval of a plan detailing the scope and time schedule for the work to be done	C
Home occupations, in accordance with SCC 10.40	P/C
Large scale developments	C
Parks	P
Public and quasi-public buildings	P
Recreational vehicle (RV) parks	N
Religious center	P
Residential facilities for persons with a disability pursuant to SCC 10.60	P
Residential facilities for the elderly pursuant to SCC 10.56	P
Residential support facility	P
Schools	P
Sheltered workshop	C
Single family dwellings and related accessory uses	P

Telecommunications sites. See SCC 10.16.340 paragraph D	
Temporary uses, subject to the provisions of SCC 10.16.300	P
Treatment facility	N

(Ord. 07-01-2011, 7-27-2011, eff. 7-28-2011; amd. Ord. 03-02-2014, 4-16-2014, eff. 4-17-2014; Ord. 02-01-2018, 2-7-2018, eff. 2-8-2018)

Section II. Severability

If any part of this ordinance or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance or the application thereof to other persons and circumstances, but shall be confined to its operation to the section, subdivision, sentence or part of the section and the persons and circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the City Council that this section would have been adopted if such invalid section, provisions, subdivision, sentence or part of a section or application had not been included.

Section III. Contrary Provisions Repealed

Any and all other provisions of the Santaquin City Code that are contrary to the provisions of this Ordinance are hereby repealed.

Section IV. Codification, Inclusion in the Code, and Scrivener's Errors

It is the intent of the City Council that the provisions of this ordinance be made part of the Santaquin City Code as adopted, that sections of this ordinance may be re-numbered or re-lettered, and that the word ordinance may be changed to section, chapter, or other such appropriate word or phrase in order to accomplish such intent regardless of whether such inclusion in a code is accomplished. Typographical errors which do not affect the intent of this ordinance may be authorized by the City without need of public hearing by its filing a corrected or re-codified copy of the same with the City Recorder.

Section V. Posting and Effective Date

This ordinance shall become effective at 5:00 p.m. on Wednesday, October 19, 2022. Prior to that time, the City Recorder shall deposit a copy of this ordinance in the official records of the City and place a copy of this ordinance in three places within the City.

PASSED AND ADOPTED this 18th day of October 2022.

Daniel M. Olson, Mayor

Councilmember Art Adcock	Voted	___
Councilmember Elizabeth Montoya	Voted	___
Councilmember Lynn Mecham	Voted	___
Councilmember Jeff Siddoway	Voted	___
Councilmember David Hathaway	Voted	___

ATTEST:

Amalie R. Ottley, City Recorder

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, AMALIE R. OTTLEY, City Recorder of Santaquin City, Utah, do hereby certify and declare that the above and foregoing is a true, full, and correct copy of an ordinance passed by the City Council of Santaquin City, Utah, on the 18th day of October 2022, entitled

“AN ORDINANCE AMENDING SANTAQUIN CITY CODE TO MODIFY REGULATIONS FOR DETACHED ACCESSORY DWELLING UNITS AND PERMIT DETACHED ACCESSORY DWELLING UNITS IN THE R-10 RESIDENTIAL ZONE, PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER’S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE ORDINANCE.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Santaquin City Utah this 18th day of October 2022.

Amalie R. Ottley
Santaquin City Recorder

(SEAL)

AFFIDAVIT OF POSTING

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, Amalie R. Ottley, City Recorder of Santaquin City, Utah, do hereby certify and declare that I posted in three (3) public places the ordinance, which is attached hereto on the 18th day of October 2022.

The three places are as follows:

1. Zions Bank
2. Post Office
3. City Office

I further certify that copies of the ordinance so posted were true and correct copies of said ordinance.

Amalie R. Ottley
Santaquin City Recorder

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Amalie R. Ottley.

Notary Public



MEMORANDUM

To: Mayor Olson & City Council Members

From: Norm Beagley, MPA, P.E., City Manager

Date: October 14, 2022

Re: Second Amendment and Restated Interlocal Agreement for the Mt Nebo Water Agency

Dear Mayor and Council Members,

The Mt Nebo Water Agency, which Santaquin City is a member, has considered adding an additional Non-Member Contracting Entity to the Agency. This new entity is Strawberry Water Users Association.

As Strawberry Water Users Association (SWUA) is a large water purveyor within the Mt Nebo Water Agency's operating area, it is beneficial to have them involved in the discussions, decisions, operations, etc. of the Mt Nebo Water Agency.

Staff recommends approval of the Second Amendment and Restated Interlocal Agreement for the Mt Nebo Water Agency thereby adding SWUA as a Non-Member Contracting Entity.

There is also one other minor change included in the amendment providing an address for the Mt Nebo Water Agency.

Recommended Motion: Motion to authorize Mayor Olson to sign the Second Amendment and Restated Interlocal Agreement for Joint and Cooperative Action Creating the Mt Nebo Water Agency

RESOLUTION 10-03-2022
A RESOLUTION APPROVING THE SECOND AMENDED
AND RESTATED INTERLOCAL AGREEMENT FOR JOINT
AND COOPERATIVE ACTION CREATING
MT. NEBO WATER AGENCY

WHEREAS, the Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq. (1953, as amended) (the "Act"). allows public agencies to exercise jointly any power, privilege, or authority exercised or capable of exercise by a Utah public agency for the betterment of itself and its constituents; and

WHEREAS, Santaquin City and other public entities previously formed Mt. Nebo Water Agency, as a separate legal entity through the provisions of the Act to further common interests that water resources be developed, protected, and managed to maximize the beneficial use of the available water supplies in satisfying the demands of agriculture and a growing municipal population in southern Utah County and the Utah Lake drainage area; and

WHEREAS, the members of Mt. Nebo Water Agency desire now to amend certain provisions of the present Interlocal to further implement the desired economies of scale; promote the objectives stated above as well as the health, safety, and welfare of their residents and customers; and provide other benefits; and

WHEREAS, Santaquin City desires now to enter into an Amended and Restated Agreement to accomplish the purposes set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE SANTAQUIN CITY COUNCIL as follows:

1. The Second Amended and Restated Interlocal Agreement for the Joint and Cooperative Action Creating Mount Nebo Water Agency, a copy of which is attached hereto as Exhibit A, is hereby approved and adopted.
2. The mayor is authorized to execute the Second Amended and Restated Interlocal Agreement for the Joint and Cooperative Action Creating Mount Nebo Water Agency, and to take those actions necessary to effectuate said agreement.
3. This Resolution shall become effective upon passage.

Adopted and approved this 18th day of October, 2022.

Daniel M. Olson, Mayor

Councilmember Art Adcock	Voted	_____
Councilmember Elizabeth Montoya	Voted	_____
Councilmember Lynn Mecham	Voted	_____
Councilmember Jeff Siddoway	Voted	_____
Councilmember David Hathaway	Voted	_____

Amalie R. Ottley, City Recorder

**SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR JOINT AND
COOPERATIVE ACTION CREATING
MT. NEBO WATER AGENCY**

This Second Amended and Restated Interlocal Agreement for the Joint and Cooperative Action Creating Mount Nebo Water Agency (the "Second Amended and Restated Agreement") is made by and among the parties' signatory hereto (sometimes referred to herein individually as a "Party" and collectively as the "Parties"), pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq. (1953, as amended) (the "Act"). This Second Amended and Restated Agreement is signed by the Parties on the dates indicated and is effective upon completion of the filing requirements of the Act.

RECITALS

- A. The Act allows public agencies to exercise jointly any power, privilege, or authority exercised or capable of exercise by a Utah public agency for the betterment of itself and its constituents.
- B. The Act provides that the public agencies may create a legal entity to exercise such powers, privileges, or authority.
- C. The Parties share a common interest that water resources be developed, protected, and managed to the end that the Parties may maximize the beneficial use of the available water supplies in satisfying the demands of agriculture and a growing municipal population in southern Utah County and the Utah Lake drainage area.
- D. The Parties recognize that the success of agriculture and economic growth in south Utah County depend on an affordable and sufficient supply of water and the Parties desire to exercise powers, privileges, and authority granted through the laws of the State of Utah to achieve this purpose.
- E. Through factually and scientifically based studies, the Members (as defined hereafter) desire to develop plans to address agriculture preservation; water conservation; infrastructure needs for development, conveyance, distribution, and treatment of water resources for Members and their respective residents and customers; and financial plans to show that the projects are practical and affordable.
- F. The Parties have found that the securing additional supplies of water and protecting existing supplies can best be achieved by utilizing economies of scale, minimizing duplication of costs, reducing transmission losses, using aquifer recharge and recovery, and managing return flows.
- G. The Parties have determined that joint and cooperative action of the Parties in operating through a separate legal entity established under authority of the Act will help implement the desired economies of scale; promote the objectives stated above as well as the health, safety, and welfare of their residents and customers; and provide other benefits.

H. The Parties hereto desire to enter jointly into this Amended and Restated Agreement to accomplish the purposes set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby contract, covenant, and agree as follows:

SECTION 1- CREATION

The Parties have heretofore created a separate legal and administrative interlocal entity to be known as the "Mt. Nebo Water Agency," empowered under the authority of the Act to be a public agency and political subdivision of the State of Utah (the "Agency").

SECTION 2 - DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them in this Section, as well as such other meanings as are clear from the context:

Act: the Utah Interlocal Cooperation Act, UCA § 11-13-101 et seq.

Agricultural Water: water appropriated for irrigation of pasture, crops, horticulture, or livestock watering.

Alternate Director: an individual appointed as an alternate to a Director as provided in this Amended and Restated Agreement.

Agency: the Mt. Nebo Water Agency created pursuant to this Amended and Restated Agreement, with its physical meeting location at 30 West 100 South, Salem, Utah 84653.

Agency Service Area: that area serviced by the Agency, as shown on the map attached hereto as Exhibit A.

Board: The Board of Directors of the Agency, which is the governing body of the Agency.

CUP Water: Bureau of Reclamation project water made available under contract by the Central Utah Water Conservancy District ("CUWCD,") to southern Utah County by means of federal project facilities which make possible the transbasin transfer of water from the Colorado River Drainage to the Agency Service Area, administered by and under the authority of CUWCD.

Director: An individual appointed by a Member to serve on the Board as provided herein.

District: A public agency of the State of Utah created to provide water services in a specific area.

Facility: Any property or works owned, operated, or used by the Agency in connection with the advancement of the purposes for which the Agency was created, including, without limitation, dams, diversion structures, reservoirs, canals, pipes, ditches, water

storage facilities, water conveyance facilities, water treatment facilities (including wastewater treatment), wells, aquifer recharge basins and wells, buildings, and other structures, wherever such facilities may be located.

Member: Public agencies consisting of Utah County, Spanish Fork City, Salem City, Payson City, CUWCD, Goshen Valley Local District, Santaquin City, and Genola Town, which currently constitute all of the Parties to this Amended and Restated Agreement.

Municipal Water: Water designated for municipal and industrial uses within the Agency Service Area.

Non-Member Contracting Entity: An irrigation company or other entity or individual water user, that contracts to participate with the Agency to be a contract participant with the Agency in its general affairs, or one or more Members in a specific Project or Projects.

Other Water: Agricultural Water and Municipal Water authorized for use pursuant to Water Rights valid under Utah law that is available for distribution and use in the Agency Service Area, which may include Well Water, Spanish Fork River Water, Strawberry Valley Project (SVP) Water, or Utah Lake Water, but specifically excludes CUP Water which is only available by contract.

Project: Facilities developed and constructed by the Agency, or a contractual interest in facilities owned and operated by others, for the diversion, storage, transmission, distribution, treatment, recharge, use, or reuse of water in the Agency Service Area, including all improvements developed and constructed in connection therewith; all operation, maintenance, repair, replacement and renewal thereof as defined in a Project Agreement; all feasibility, environmental, or other studies; and all surveys, estimates, licenses, permits, rights, approvals, and activities associated and required in connection therewith consistent with the purposes of the Agency. A Project requires participation of at least one Member, or Non-Member Contracting Entity, and the Agency under a Project Agreement.

Project Agreement: An agreement entered into by the Agency and one or more Members, or Non-Member Contracting Entity, relating to participation in a Project.

Public Agency: A political subdivision of the State of Utah or any agency of the federal government.

Spanish Fork River Water: Water from the Spanish Fork River, including its tributaries, springs, and seeps.

Strawberry Valley Project (SVP) Water: Water stored or delivered to southern Utah County for the shareholders of the SWUA by means of a federal project making possible the transbasin transfer and delivery of water from the Colorado River Drainage for use in the Strawberry Valley Project Area.

Utah Lake Water: Water located in Utah Lake and its tributaries which may be available for use within the Agency Service Area.

Water Right: Any right or other entitlement to the beneficial use of Water Supplies whether such right or entitlement exists by interest in real property, or by appropriation, or decree recognized by the State of Utah.

Water Supplies: Surface water, groundwater, reuse water, recharge water, or any other water capable of being put to beneficial use.

Well Water: Water from any underground source located wholly or partially in the Utah Lake drainage area, including groundwater wells, springs, and seeps.

SECTION 3- AGENCY PURPOSES

A. The purposes of the Agency are to:

1. Plan, design, develop, construct, own and/or sponsor Projects and related Facilities.
2. Operate, administer, manage, repair and replace the same, as necessary.
3. Facilitate the transfer and distribution of Agricultural Water and Municipal Water to its Members and to Non-Member Contracting Entities for delivery to their respective customers, shareholders, and contracting parties.
4. Enjoy economies of scale and other benefits made possible through the joint and cooperative action of the Members.
5. Inventory Water Rights, Water Supplies, facilities, and other resources that might be employed to meet water supply needs, provide for agriculture, and preserve the natural environment within the Agency Service Area, or any additional area served by the Agency through agreements entered under the Act.
6. Plan for future water supplies within the Agency Service Area, or any additional area served by the Agency through agreements entered under the Act.
7. Provide a forum in which water use, management, and conservation affecting Member Agencies can be coordinated within the Utah Lake-Jordan River Basin. and,
8. Prepare, update, and implement an Agricultural Water preservation plan for agricultural areas in the Agency Service Area.

B. The Parties recognize that the accomplishment of such purposes is in the best interests of and promote the health, safety, and general welfare of the Parties and their respective residents and water users.

SECTION 4– POWERS

A. To accomplish the purposes of the Agency, it shall, without limitation, have the power to:

1. Contract for the use of Strawberry Water and CUP Water and/or acquire Water Rights in any Water Supplies available for use in the Utah Lake drainage area.
2. Contract and/or coordinate with other entities to maximize the use of available Utah Lake Water.
3. Develop and implement Projects with respect to the acquisition, development, reclamation, reuse, treatment, aquifer recharge and recovery and/or transportation of water for beneficial use in the Agency Service Area.
4. Acquire, finance, operate, maintain, repair, and replace Facilities and lease and/or dispose of such Facilities.
5. Construct, own, operate, maintain, repair, replace, or participate in a Project or Projects, whether or not owned by the Agency, and distribute or convey water from a Project to Members and Non-Member Contracting Entities participating in that Project for delivery to their respective customers, shareholders, and other parties entitled to receive the water by right, contract, or otherwise.
6. Create and/or sponsor Projects developed for the benefit of one or more Members and that may include participation by and benefit Non-Member Contracting Entities.
7. Enter into contracts with entities and Non-Member Contracting Entities, as deemed beneficial by action of the Board.
8. Prepare, update, and implement capital improvement plans.
9. Prepare, update, and implement water resource sharing plans among the Members.
10. Prepare, update, and oversee the implementation of a water management and conservation plan or plans for use within the Agency Service Area.
11. Consult and participate with the United States, the State of Utah, and other government entities on issues relating to the protection, development, and beneficial use of Water Supplies in the Agency Service Area.
12. Purchase, sell, exchange, perfect, or otherwise acquire or dispose of any interest in Water Supplies and/or Water Rights capable of being put to beneficial use in the Agency Service Area.
13. Develop, store, transport, and treat Water Supplies.
14. Acquire, possess, lease, encumber, and dispose of personal and real property.
15. Contract with other parties that wish to participate in a Project or Projects along with one or more Members.
16. Contract for the provision of services to or from the Agency.
17. Contract for professional services consultants and employ such persons as it deems necessary.
18. Borrow money or incur indebtedness, including the issuance of revenue and other bonds, notes, and other obligations as permitted by law.
19. Pledge, assign, or otherwise convey as security for the payment of any indebtedness, the Agency's revenues, and receipts of any Project.

20. Exercise the power of eminent domain as authorized under the Act, provided that no such power shall be exercised against a Member or against Strawberry Highline Canal Company ("SHLCC") or Strawberry Water Users Association ("SWUA").
21. Enter into Project Agreements with Members or other Non-Member Contracting Entities and other contracts pursuant to which a Project or the benefits of a Project are made available to some or all of the Members, and, if approved by the Board, to Non-Member Contracting Entities, either by sale, lease, or other contract for the use of the Project or any portion thereof.
22. Pursue one or more Projects for the Members under separate accountability, control, and administration as may be required by financing arrangements as to each such Project without obligating the participants in any one Project for the obligations of the participants in any other Project.
23. Take such other actions, engage in such other transactions, enter into such contracts and agreements, and do all other things as may be necessary, convenient, or appropriate to accomplish its purposes or carry out any of its purposes or powers.
24. Contract for property, liability, and other insurance coverages and contracts as needed to protect the Agency, its Members, Directors, officers, and employees from and against any claim and/or loss. and,
25. Exercise all powers now or hereafter granted to an Interlocal entity pursuant to the Act.

SECTION 5 – GOVERNANCE

A. Board of Directors.

1. The Agency shall be governed by a Board of Directors consisting of one appointed Director from each Member, one Director appointed by Utah County from a list of three persons whose names are submitted by SHLCC. If the SHLCC recommended names are not acceptable to Utah County, SHLCC shall recommend additional names for appointment by Utah County; and, one Director appointed by CUWCD from a list of three persons whose names are submitted by SWUA. If the SWUA recommended names are not acceptable to Members, SWUA shall recommend additional names for appointment by CUWCD.
2. Each Director shall serve at the pleasure of the Member who appointed them and shall continue to serve until his or her successor is appointed. If a Director resigns, dies, is removed, or is otherwise unable to finish their service, the Alternate Director shall act in the stead of the Director until a new Director is appointed. The Member shall appoint a new Director or a new Alternate Director in accordance with Sections 5(A)(1) and 5(B)(2).

B. Transaction of Board Business; Alternate Directors.

1. **Votes Required for Board Action.** Action by the Board will require a simple majority vote of all the Directors or Alternates of the Board to pass any measure.
 2. **Alternate Directors.** Each Member making an appointment to the Board shall also appoint an Alternate Director for each Director it appoints to the Board, following the procedure set forth in Section 5(A)(1). The Alternate Director shall have no vote, except in the absence of the Director for whom he/she is an alternate, in which event the Alternate Director shall be authorized to cast the vote in place of the absent Director. [Utah County shall appoint an Alternative Director on behalf of SHLCC from the list of names submitted by SHLCC. CUWCD shall appoint an Alternative Director on behalf of SWUA from the list of names submitted by SWUA.](#)
- C. **Board Meetings.** The Board shall hold a regular Board meeting at least once during each calendar quarter, as scheduled by the Board, and may call and convene such other special Board meetings as shall be necessary to accomplish its work.
- D. **Committees.**
1. **Project Committees.** Each Project authorized by the Board shall be managed by a committee consisting of (i) a person appointed by each Member then participating in the Project, (ii) a person representing the Agency, and (iii) by any Nonmember Contracting Entity then participating in the Project (each, a "Project Committee"). Each decision affecting a Project that does not incur any liability to the Agency, any non-participating Member, or a non-participating Non-Member Contracting Entity shall be made by the Project Committee for the Project, subject to the terms of the Project Agreement. A majority of the members of a Project Committee shall constitute a quorum for the transaction of the business of the Project Committee. A majority vote of a quorum present is required for any official action of a Project Committee.
 2. **Committees.** The Board may appoint such committees and sub-committees as necessary for the Agency to exercise its powers in the accomplishment of its purposes.

SECTION 6- OFFICERS

- A. **Board Officers.** The Board shall appoint from among its Directors a chair, vice chair, and secretary/treasurer. The chair and vice chair shall be appointed to serve one-year terms and may serve up to three consecutive terms. The secretary/treasurer may be appointed to serve up to a three-year term but may not serve consecutive terms. Except for the initial terms, all terms shall commence and end with the beginning and ending of the Agency's fiscal year. The initial chair and vice chair may serve the balance of the initial fiscal year, plus the next full fiscal year. The initial secretary/treasurer may serve the balance of the initial fiscal year, plus the next two full fiscal years.

- B. **General Manager.** The Board may appoint a general manager, who shall be a paid employee of the Agency if such an appointment is made. The general manager shall be employed at the discretion of the Board and shall be responsible to the Board for the proper and efficient administration of the Agency. If a general manager is appointed, he/she shall plan, organize, and direct Agency activities as directed by the Board, appoint and, subject to applicable law, remove employees, authorize expenditures within the budget approved by the Board, and take such other actions which are authorized from time to time by the Board.

SECTION 7 - FISCAL YEAR

The fiscal year for the Agency shall be from and including July 1 through the following June 30.

SECTION 8 - BUDGET AND FINANCING

- A. **Budgets.** The budget for the Agency shall be established and maintained by the Board. Tentative budgets shall be prepared by the Board on or before April 1 each year and submitted to each Director. The final budget shall be adopted by the Board during June of each year.
- B. **Assessments.** The Agency shall operate, to the extent feasible, from its own revenues. The Board shall have the power to periodically assess the Members for administrative expenses, but not for Project capital expenses or Project operation and maintenance expenses, except as provided in the Project Agreement. The Board may enter into participation contracts with SHLCC and with SWUA under which SHLCC and SWUA will agree to be assessed upon the same basis as the Members to pay its equitable and proportionate share of the costs of operating the Agency. Such assessments shall be apportioned among the Members, SHLCC and SWUA on such basis as the Board determines proper, in its sole discretion. Assessments may not be made without the consent of the Member, SHLCC or SWUA. The Agency will notify Members, SHLCC and SWUA of its proposed budget by April 1 of each year and invoice for the same on or about July 1 each year. Each Member and non-member participant shall pay the assessments, for which it has consented, within thirty (30) days of being invoiced. Any Member or non-member participant that does not pay assessments when due, will be subject to expulsion from the Agency, or such other sanctions as the Board determines equitable under all the circumstances. A Director representing a Member, or other entity which has not paid its assessment, may not vote on any matter during any period in which the Member or other entity is delinquent on payment of any assessment. The Board may also establish such sanctions as it determines to be equitable if SHLCC and/or SWUA agrees to pay assessments and then fails to pay such assessments when due.
- C. **Advances of Funds; Contributions.** Contributions or advances of funds or of personnel, supplies, equipment, or property may be made to the Agency by any Member or Non-Member Contracting Entity to accomplish the purposes of the

Agency. Any such advance may be made subject to reimbursement as agreed by the Member, any Nonmember Contracting Entity, and the Agency.

- D. **Project Financing.** A Project may be financed in whole or in part by the issuance of bonds and/or notes of the Agency payable from or secured by the revenues and receipts derived from the ownership and operation of such Project. No Member, nor any entity represented on the Agency Board, shall be liable for any bond, note, indebtedness, or other obligation incurred by the Agency, nor liable for the indebtedness of any other Member, nor liable for any indebtedness or other obligation with respect to a Project, other than the obligations of such Member arising under its contracts with the Agency related to each separate Project.

SECTION 9 - TERM

The Agency shall exist for the later of fifty (50) years from the effective date of this Amended and Restated Agreement, or five years after it has fully paid or otherwise discharged all of its indebtedness, as authorized by §11-13-204(3)(a) and (b) of the Act. Existing or future provisions of the Act allowing for a longer term automatically extend the term of this Amended and Restated Agreement to the longest term allowed by the Act. An amendment to this Amended and Restated Agreement may extend the term. The term shall commence when this Amended and Restated Agreement is adopted by each Member and each Non-Member Contracting Entity and approved by an attorney for each Member and each Non-Member Contracting Entity, as provided in the Act, placed with the keeper of records of each Member, and provisions of the Act required for initial formation of the Agency have been completed.

SECTION 10 - ADDING FUTURE MEMBERS

Future members to the Agency, will be assessed a membership fee equal to the pro-rata portion of the value of administrative assets owned by the Agency at the time of acceptance. Future Members are accepted when the Board has approved the application, the governing bodies of all Members have approved a further amended and restated Inter- local Agreement, and the entrance fee has been paid. Future Members shall have the same rights, responsibilities, and obligations as other Members. An additional fee for the pro-rata value of project assets will also be assessed and required if the new member elects to participate in an existing Project. A new member is not required to participate in a Project in order to become a Member.

SECTION 11 - WITHDRAWAL

A Member may withdraw from the Agency subject to such terms and conditions as shall be specified in a withdrawal agreement between the Member and the Agency. Such withdrawal shall not affect any contractual liability of such Member to the Agency or to other Members. No Member shall be permitted to withdraw if such withdrawal would cause the Agency's existence to terminate, or otherwise cause the Agency to be in violation of any contract or bond obligation set forth in any indenture, contract, or other agreement

with any third party, except upon consent of the Board. A withdrawing Member is not entitled to receive any of the assets of the Agency upon its withdrawal.

SECTION 12-TERMINATION

- A. The Agency shall be terminated and dissolved upon a unanimous vote of the Board.
- B. Upon termination, the Members are entitled to receive a distribution of Agency assets, based upon their individual capital contributions to the Agency. If capital contributions cannot be determined, the Members may distribute the assets in an equitable manner, as shall be determined by the Board in its discretion.
- C. Upon such termination or dissolution, any assets specific to a Project shall be distributed to the Project participants in proportion to their individual contributions or as otherwise agreed among the Project participants.
- D. If the Members cannot agree on an equitable distribution, they shall resort to mediation to resolve the conflict. If mediation does not resolve the disagreement, an arbiter shall be chosen by the Board, who shall hear arguments of the Parties and make a distribution. The distribution made by the arbiter shall be final and non-appealable.

SECTION 13– MISCELLANEOUS

- A. This Second Amended and Restated Agreement is governed by the laws of the State of Utah.
- B. The Members, SHLCC and SWUA, and any Non-Member Contracting Entities who participate in a Project, shall not be deemed to be partners, joint venturers, or associated in any manner which obligates them for the debts, defaults, or mistakes of any other party, or which renders them liable for the debts or obligations of the Agency.
- C. The provisions of this Amended and Restated Agreement applicable to SHLCC and SWUA, particularly the provisions for appointment of directors under Section 5, are for SHLCC and SWUA's direct benefit and protection as third-party beneficiaries under those provisions. No provision concerning or affecting SHLCC and SWUA may be removed or amended without SHLCC and SWUA's written consent.
- D. Should any part, term, or provision of this Second Amended and Restated Agreement be held by a court of proper jurisdiction as void, illegal, in conflict with any law, or otherwise rendered unenforceable, the validity of the remaining portions shall not be affected, unless the purposes of the Agency are thwarted thereby.
- E. Directors shall have no liability to any Member for any act or omission in the performance of his/her duties as a Director.

- F. The Agency shall defend, indemnify, and hold harmless the Directors, officers, and employees for any action taken within the scope of the authority of the Agency.
- G. The Agency is entitled to the protections, obligations, and responsibilities conferred on public agencies by the Utah Governmental Immunities Act.
- H. This Second Amended and Restated Agreement is unique to the Members hereof, and is, therefore, not assignable, though qualified Future Members may be added according to the procedure set forth herein.
- I. This Second Amended and Restated Agreement shall only be amended, in writing, upon the unanimous approval of the Members hereof.

SECTION 14 - NOTICE TO THE LIEUTENANT GOVERNOR

The governing body of each Party to this Amended and Restated Agreement shall:

- 1. Within 30 days after the date of the Amended and Restated Agreement, jointly file with the Lieutenant Governor of the State of Utah a copy of a notice of an impending boundary action, as required in the Act; and,
- 2. Upon the Lieutenant Governor's issuance of a certificate of creation of the Agency, submit to the recorder of Utah County the original notice of an impending boundary action, the certificate of creation, and a certified copy of this Amended and Restated Agreement. Upon the Lieutenant Governor's issuance of a certificate of creation the Agency shall be duly created.

SECTION 15 - FILING OF THIS SECOND AMENDED AND RESTATED AGREEMENT

This Amended and Restated Agreement shall take effect upon the filing of a fully executed copy of this Amended and Restated Agreement with the keeper of records of each of the Parties hereto.

[Signature pages follow]

SPANISH FORK CITY

Authorized by Resolution No. _____, adopted on _____, 2022.

SPANISH FORK CITY

By:
Mayor

Attest:

By:
City Recorder

Approved as to form and compliance
With applicable law:

By:
City Attorney

PAYSON CITY

Authorized by Resolution No. _____, adopted on _____, 2022.

PAYSON CITY

By:
Mayor

Attest:

By:
City Recorder

Approved as to form and compliance
With applicable law:

By:
City Attorney

SALEM CITY

Authorized by Resolution No. _____, adopted on _____, 2022.

SALEM CITY

By:
Mayor

Attest:

By:
City Recorder

Approved as to form and compliance
With applicable law:

By:
City Attorney

UTAH COUNTY

Authorized by Resolution No. _____, adopted on _____, 2022.

UTAH COUNTY

By:
County Commission Chair

Attest:

By:
County Clerk

Approved as to form and compliance
With applicable law:

By:
County Attorney

CENTRAL UTAH WATER CONSERVANCY DISTRICT

Authorized by Resolution No. _____, adopted on _____, 2022.

CENTRAL UTAH WATER CONSERVANCY DISTRICT

By:
General Manager

Attest:

By:
Title:

Approved as to form and compliance
With applicable law:

By:
Attorney

GOSHEN VALLEY LOCAL DISTRICT

Authorized by Resolution No. _____, adopted on _____, 2022.

GOSHEN VALLEY LOCAL DISTRICT

By:
Chair

Attest:

By:
Secretary

Approved as to form and compliance
With applicable law:

By:
Attorney

SANTAQUIN CITY

Authorized by Resolution No. _____, adopted on _____, 2022.

SANTAQUIN CITY

By:
Mayor

Attest:

By:
City Recorder

Approved as to form and compliance
With applicable law:

By:
City Attorney

GENOLA TOWN

Authorized by Resolution No. _____, adopted on _____, 2022.

GENOLA TOWN

By:
Mayor

Attest:

By:
City Recorder

Approved as to form and compliance
With applicable law:

By:
City Attorney



MEMORANDUM

To: Mayor Olson & City Council Members
From: Norm Beagley, MPA, P.E., City Manager
Date: October 14, 2022
Re: Utah County Vault Privy Maintenance Agreement

Dear Mayor and Council Members,

As part of the Utah County building permit for our new prefabricated restroom that will be installed at Prospector View Park, the Utah County Health Department requires a Maintenance Agreement. This agreement helps to ensure that Santaquin City will properly maintain, empty, keep up, etc. the vault restroom.

The Utah County Health Department also requires a minimal bond of \$2,500 that accompanies the maintenance agreement. There are sufficient funds currently budgeted to cover this bond amount.

Staff recommends approval of this maintenance agreement.

Recommended Motion: Motion to authorize Mayor Olson to sign an agreement with Utah County for the Prospector View Park Vault Privy Maintenance Agreement



Resolution 10-04-2022

A Resolution Approving an Agreement between Utah County and Santaquin City Regarding a Vault Privy Bond and Maintenance Agreement

WHEREAS, Santaquin City, in an effort to effectively and efficiently provide services, desires to provide Utah County and Santaquin City residents a convenient restroom facility (vault privy) (“Restroom”) within Santaquin City’s property located at Prospector View Park; and

WHEREAS, the Utah County Health Department requires that a municipality must obtain a permit before constructing, operating, or maintaining a Restroom; and

WHEREAS, the Santaquin City Council finds that it is to the mutual benefit of both Utah County and Santaquin City and its residents to enter into an agreement providing for the construction, operation, and maintenance of the Restroom;

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

1. The Maintenance Agreement between Utah County and Santaquin City titled “Vault Privy Bond and Maintenance Agreement,” a copy of which is attached hereto, is hereby approved.
2. The Mayor is authorized to execute the aforementioned Agreement and to take all actions necessary to effectuate said Agreement and the terms and conditions set forth therein.
3. This Resolution shall be effective upon approval.

Adopted and approved this 18th day of October, 2022.

Daniel M. Olson, Mayor

Councilmember Art Adcock	Voted	___
Councilmember Elizabeth Montoya	Voted	___
Councilmember Lynn Mecham	Voted	___
Councilmember Jeff Siddoway	Voted	___
Councilmember David Hathaway	Voted	___

ATTEST:

Amalie R. Ottley, City Recorder

VAULT PRIVY BOND AND MAINTENANCE AGREEMENT

(Cash Bond Deposited with County)

Name of Applicant: Santaquin City

Location of Vault Privy: Prospector View Park Parking Lot (Santaquin Canyon)

Amount of Cash Bond \$
2500.00

THIS AGREEMENT is made and entered into this ___ day of _____ 2022, between Utah County, a corporate and political body, (the “County”), and Santaquin City, with a mailing address of 275 West Main Street, Utah 84655 (“Applicant”).

WHEREAS, Applicant desires to construct the above-named vault privy within Utah County; and

WHEREAS, Utah County, pursuant to Utah County Health Department Health Regulation 17-02 (“Regulation”) requires the Applicant enter into an agreement relating to the maintenance of the vault privy; and

WHEREAS, the Regulation requires that the Applicant post a bond in the event of a failure to maintain the vault privy and the Utah County Health Department incurs expenses in containment, mitigation, and or cleanup of the vault privy; and

WHEREAS, Applicant has, in conjunction with this Agreement, provided a Cash Bond (“Bond”) for the purpose of guaranteeing and/or warranting the aforementioned until the vault privy is properly destroyed or removed.

NOW, THEREFORE, in consideration of the following mutual promises and covenants, it is agreed by the parties as follows:

1. The Applicant has provided to County a Bond in the sum of \$ 2500.00 (the “Bond”), which amount is required by the Regulation. The Bond is a bond and assurance that in the event of a failure to maintain the vault privy and the County incurs expenses in containment, mitigation, and or cleanup of the vault privy, those expenses will be covered, in part or in full.
2. The Applicant hereby agrees, independently of the Bond, to construct and maintain the vault privy in accordance with the Regulation and Utah R317-560. The Applicant shall be responsible for the construction and installation of the vault privy and for the quality of all labor, materials, and workmanship used therein.

3. This Bond shall be returned to the Applicant when the vault privy is properly destroyed or removed in accordance with the Regulation and Utah R317-560, and after inspection and approval of the Utah County Health Department. If the County is required expend any amount to contain, mitigate, or cleanup any waste or any other portion of the vault privy, this Bond shall be first applied to said containment, mitigation, or cleanup. If excess funds remain after complete and successful destruction or removal of the vault privy, those funds shall be remitted to the Applicant.
4. If Applicant fails to maintain the vault privy in accordance with this Agreement, the Regulation, and Utah R317-560, Applicant shall be subject to the penalties set forth and hereinafter incorporated in the Regulation, including, but not limited to, civil fines and penalties.
5. Applicant will maintain the vault privy and all appurtenant restroom facilities at the location described above. Applicant will clean the restrooms daily and restock the toilet paper daily. Only approved cleaners will be used in the restrooms. Odor control will be performed by the Applicant and checked daily when restrooms are cleaned. No chemicals will be used on surfaces of the restrooms.
6. The vault privy shall be emptied by a qualified company hired by Applicant and at Applicant's expense. The vault privy shall be emptied as needed, but in no case shall waste exceed a point higher than twelve inches below the surface of the floor, and at least twice a year. Signs shall be posted instructing users not to dispose of anything but toilet paper in the vault privy. Toilet paper holders will be installed.
7. In the event of any breach of this Agreement, the Board of County Commissioners may declare the Applicant to be in default, and the Bond shall be forfeited to the County if the breach is not cured within 15 days after County gives written notice of the breach. Notwithstanding the forfeiture of the Bond, Applicant shall retain full liability and responsibility to fully comply with this Agreement.
8. The Applicant agrees, for itself, its successors and assigns, that if the Applicant fails to comply with any term of this Agreement, County and its agents, representatives, employees, officials, and any contractor hired by County, shall have the right to enter the premises and all property related to the vault privy, and all easements and rights-of-way related to the vault privy, and shall have the right, but not the obligation, at Utah County's sole discretion, to utilize the Bond proceeds in containment, mitigation, and or cleanup of the vault privy. The County shall also have the right to use the Bond proceeds to pay all costs, damages, and expenses arising from or related to any breach of this Agreement by Applicant, including but not limited to, construction costs, engineering costs, attorney's fees, litigation costs and expenses, collection costs, administration costs, payment for materialmen's or mechanic's liens, payments to contractors or subcontractors who have provided services or materials to the vault privy, and other costs.

9. The Applicant hereby agrees to indemnify and hold County and its agents, representatives, employees, officials, and any contractor hired by County harmless from all costs, expenses, and liabilities incurred by County or its agents, representatives, employees, officials, and any contractor hired by County, arising out of or related to, directly or indirectly, this Agreement, or any action taken to hereunder in containment, mitigation, and or cleanup of the vault privy.
10. If the proceeds from the Bond are inadequate to pay the cost of containment, mitigation, and or cleanup of the vault privy or the cost of any other obligation under this Agreement, Applicant shall be responsible for the deficiency.
11. In the event it becomes necessary to bring legal action to enforce the provisions of this Agreement, or of the Bond, the prevailing party shall be entitled to a reasonable attorney's fee and associated court costs, as determined by the court.
12. This Agreement shall be interpreted pursuant to the laws of the State of Utah. Time shall be of the essence of this Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect.
13. This Agreement constitutes a fully integrated agreement and, except for the documents expressly referenced herein, constitutes the complete and final agreement between the parties. The making and execution of this Agreement has included no representations, statements, warranties, or agreements other than those herein expressed. No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement signed by all parties. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepare the same, it being acknowledged that all parties have participated in the preparation hereof.
14. The Parties shall not assign this Agreement, or any part hereof, without the prior written consent of the Parties. No assignment shall relieve any party from any liability hereunder. Without waiving the requirement for written consents prior to any assignment, this Agreement shall be binding upon the heirs, successors, administrators, and assigns of the Parties.
15. All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or upon deposit by certified mail, return receipt requested, postage prepaid, to the Parties at their addresses first above written, or at such other addresses as may be designated by notice given hereunder, including email. The provisions of this Agreement

shall not merge in any license, permit, conveyance, or any other document. The security provided by the Bond shall not be deemed to be a waiver by County of any claim arising out of this Agreement, any claim arising out of a failure to install the Improvements, or any claim for defective design, workmanship or materials which may at any time be raised with respect to the Improvements. This Agreement is not intended and shall not be construed to make any person, firm or corporation a third-party beneficiary of any duty to be performed under this Agreement.

16. Notwithstanding anything contained herein, or contained in the Bond, to the contrary, the Bond cannot expire, nor can it be released, revoked, canceled, terminated, or withdrawn, and the obligations of Applicant hereunder cannot expire, nor can they be released, canceled, terminated or withdrawn, without the prior express written consent of the Utah County Commission.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized representatives. (*Additional signature pages follow*).

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

Amelia A. Powers, Chairman Date

ATTEST:
JOSH DANIELS
UTAH COUNTY CLERK/AUDITOR

By: _____
Deputy Clerk/Auditor

APPROVED AS TO FORM AND LEGALITY:
DAVID O. LEAVITT
UTAH COUNTY ATTORNEY

By: _____
Deputy County Attorney

SANTAQUIN CITY:

By: Daniel M Olson
Mayor

Attest: By: City Recorder

Amelie R. Ottley



MEMORANDUM

To: Mayor Olson & City Council Members

From: Norm Beagley, MPA, P.E., City Manager

Date: October 14, 2022

Re: Utah Division of Emergency Management Hazard Mitigation Grant Program (HMGP) Agreement

Dear Mayor and Council Members,

Recently, Santaquin City Emergency Manager, Chris Lindquist, applied to the Utah Division of Emergency Management under the Hazard Mitigation Grant Program (HMGP) for a grant. This grant application was submitted by Chris to try to obtain funds for an emergency generator for our new City Hall building. The emergency generator would help our Emergency Operations Center in the new City Hall to still operate in the case of a power outage and or during other emergency situations.

Chris was successful with this application, and an HMGP grant was awarded to Santaquin City in the amount of \$156,916.80. This grant award will now pay for 90% of the costs for our new emergency generator and associated equipment at the new City Hall building. Santaquin City is required to fund the other 10% of the costs for the generator.

This was great work by Chris Lindquist, and we thank him for all his hard work in this effort.

Staff recommends approval of this HMGP Grant Agreement.

Recommended Motion: Motion to authorize Mayor Olson to sign an agreement with the Utah Division of Emergency Management for the Hazard Mitigation Grant Program (HMGP) Agreement



Resolution 10-06-2022

A Resolution Approving an Agreement with the Utah Division of Emergency Management for a Hazard Mitigation Grant Program (HMGP) Grant

WHEREAS, the Utah Department of Emergency Management administers, for the State of Utah, the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP); and

WHEREAS, Santaquin City, applied for an HMGP grant for a new emergency generator for their new City Hall Building; and

WHEREAS, Santaquin City's new City Hall building will contain an Emergency Operations Center (EOC); and

WHEREAS, the Utah Department of Emergency Management has awarded Santaquin City an HMGP grant for \$156,916.80 for a new emergency generator to help pay for the new City Hall emergency generator; and

WHEREAS, the Utah Department of Emergency Management and Santaquin City, now desire to enter into an agreement regarding the terms and conditions of the Utah Department of Emergency Management's award of HMGP grant funds to the City;

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

1. The Agreement between Utah Department of Emergency Management and Santaquin City, a copy of which is attached hereto, is hereby approved.
2. The Mayor is authorized to execute the aforementioned Agreement and to take all actions necessary to effectuate said Agreement and the terms and conditions set forth therein.
3. This Resolution shall be effective upon approval.

Adopted and approved this 18th day of October, 2022.

Daniel M. Olson, Mayor

Councilmember Art Adcock	Voted	___
Councilmember Elizabeth Montoya	Voted	___
Councilmember Lynn Mecham	Voted	___
Councilmember Jeff Siddoway	Voted	___
Councilmember David Hathaway	Voted	___

ATTEST:

Amalie R. Ottley, City Recorder

**Fiscal Year 2021
Hazard Mitigation Grant Program
Articles of Agreement**

***Santaquin City Generator Project
DR-4578-4-R***

CFDA# 97.039 Performance Period Ends: 03/12/2025

In order to receive funding, this document titled, "Articles of Agreement", must be signed by an authorized representative from your agency. By signing the document, the agency is providing certification to the following:

1. The named jurisdiction is not currently identified on the Federal Government's List of those who have been Suspended and/or Debarred (Ineligible to receive federal funding). Additionally, the named jurisdiction must ensure that any vendor from whom they procure equipment or services is not currently identified on the Federal Government's List of those who have been Suspended and/or Debarred.
2. The named jurisdiction will comply with Federal audit requirements, as identified in 2 CFR 200 Subpart F (Single audit requirements).
3. The named jurisdiction will comply with all deadlines, reporting requirements, and documentation requests identified by the Utah Division of Emergency Management (DEM), the State Administrative Agency (SAA). Quarterly reports must be submitted to DEM no later than the third Friday of the month following the end of the quarter (January, April, July, and October). The report must include a general summary of what occurred during the past quarter based on the scope of work, percentage of completion, and any environmental documents.
4. The named jurisdiction agrees to purchase only those items that have been identified with approved line item numbers, and to perform only work per the scope of work. Any changes to the original scope of work must be requested by the named jurisdiction, in writing, and must be approved by DEM prior to the procurement of those newly requested items. Any unauthorized purchases or changes will not be eligible and the named agency will be fully responsible for those costs.
5. The named jurisdiction is subject to monitoring visits of all grant related activities. This shall include, but not limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress and to observe all of the named jurisdiction personnel in every phase of performance of grant related work.
6. The named jurisdiction must comply with all environmental conditions placed on the project. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the named jurisdiction must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, they will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

I, _____, _____ certify that my agency will comply with the articles
(Authorized Agency Representative)
of agreement presented on this document and agree to adhere to the approved line items that have been identified on page two (2) of this same document.

Signature of Authorized Agency Representative

Date

Fiscal Year 2021

Hazard Mitigation Grant Program

Santaquin City Generator Project

DR-4578-4-R

List of Approved Line Items

▪ Supply and Install Generator	\$ 134,667.30
▪ Supply and Install 1600-amp ATS	\$ 18,346.70
▪ Supply and Install Underground Conduit and Wire	\$ 16,760.20
▪ Excavation	\$ 2,652.80

Total Generator Cost \$ 172,427.00

The break-out cost for labor and materials to install the concrete generator pad at the Santaquin City Hall project is \$1,925.00.

Project Amount:

Federal Share: \$ 156,916.80 (90%)

Non-federal Share: \$ 17,435.20 (10%)

Total: \$ 174,352.00

Santaquin City is responsible to:

- Document all costs
- Follow DEM reimbursement procedures to obtain reimbursement for completed work.
- Itemize costs on Form 85-21 (Requests for Reimbursement) using the approved line items above.
- Follow the approved scope of work and budget narrative.

UTAH DEPARTMENT OF PUBLIC SAFETY UTAH DIVISION OF EMERGENCY MANAGEMENT OBLIGATING DOCUMENT FOR AWARD/AMENDMENT							FORM 76-10
1. FEDERAL AWARDING AGENCY Federal Emergency Management Agency (FEMA)		2. AGREEMENT NO. DR-4578-04R		4. TYPE OF ACTION <input checked="" type="checkbox"/> AWARD <input type="checkbox"/> AMENDMENT		5. AMENDMENT NO. N/A	
6. SUBRECIPIENT Santaquin City	7. SUBRECIPIENT DUNS 168737682	8. SUBRECIPIENT ADDRESS 275 West Main Street Santaquin, UT 84655		7. ISSUING STATE OFFICE AND ADDRESS: Utah Department of Public Safety Utah Division of Emergency Management 4315 S 2700 W Suite 2200 Taylorsville, UT 84129-2128			
8. NAME OF RECIPIENT PROJECT MANAGER Chris Lindquist				9. NAME OF STATE PROJECT COORDINATOR Ember Herrick		PHONE NO. 385-630-8246	
10. FEDERAL AWARD DATE October 5, 2022				11. METHOD OF PAYMENT CHECK			
12. DESCRIPTION OF ACTION Santaquin City Emergency Generator Project							
PROGRAM NAME CFDA #	ACCOUNTING DATA		PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	PERFORMANCE PERIOD	
Hazard Mitigation Grant Program (HMGF) 97.039	DR-4578-04R GRANT ALLOCATION		\$0.00	\$156,916.80	\$156,916.80	March 12, 2022 thru March 12, 2025	
13. RECIPIENT IS REQUIRED TO SIGN AND RETURN (1) ORIGINAL COPY OF THIS DOCUMENT TO THE STATE OFFICE IDENTIFIED IN BLOCK 6. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
14. RECIPIENT SIGNATORY OFFICIAL (Name and Title):						DATE	
15. STATE SIGNATORY OFFICIAL (Name and Title): Kris Hamlet, Director <i>Kris Hamlet</i>						DATE 10/06/2022	