



## **CITY COUNCIL REGULAR MEETING**

Tuesday, November 07, 2023, at 7:00 PM  
Council Chambers at City Hall Building and Online  
110 S. Center Street, Santaquin, UT 84655

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### **MEETINGS HELD IN PERSON & ONLINE**

The public is invited to participate as outlined below:

- **In Person** – The meeting will be held in the Council Chambers on the Main Floor in the City Hall Building
  - **YouTube Live** – Some 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.
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### **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.](#) 10-17-2023 City Council Meeting Minutes

#### **Bills**

- [2.](#) City Expenditures from 10-14-2023 to 11-03-2023 in the amount of \$1,257,276.91.

### **RECOGNITIONS & PUBLIC FORUM**

#### **Recognitions**

- [3.](#) Volunteer of the Month - Sara Olson
4. Judy & Val Robbins Retirement

#### **Public Forum**

### **BUILDING PERMIT & BUSINESS LICENSE REPORT**

### **NEW BUSINESS**

#### **Ordinances**

- [5.](#) Ordinance 11-01-2023 Amendment to Subdivision Review Process

6. Ordinance 11-02-2023 Property Rezone 55 S. 300 E. (Andrea Lee)
7. Ordinance 11-03-2023 Transfer of Real Property to Community Development and Renewal Agency (CDRA)

#### **Discussion & Possible Action**

8. Discussion & Possible Action: 2024 City Council Meeting Schedule
9. Discussion & Possible Action: Z.L. Goodall Plat Amendment
10. Discussion & Possible Action: Approve Order of Secondary Water Meters & Towers from Mountainland Supply Company
11. Discussion & Possible Action: Award Meter Installation Contract to Nielson Plumbing & Mechanical
12. Discussion & Possible Action: Purchase of an Electrical Line Conditioner for the Water Reclamation Facility (WRF)

#### **Resolutions**

13. Resolution 11-01-2023 Water Line & Turnout Easements (2) for Central Utah Water Conservancy District ULS Pipeline
14. Resolution 11-02-2023 Partial Release for Sorensen Property
15. Resolution 11-03-2023 Renewal of CentraCom Franchise Agreement
16. Resolution 11-04-2023 Justice Court Recertification

#### **CONVENE OF THE SANTAQUIN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**

17. Resolution 11-01-2023 CDA - Acceptance of Real Property from Santaquin City to the Community Development & Renewal Agency
18. Resolution 11-02-2023 CDA - Monson Property Purchase Agreement

#### **RECONVENE OF THE REGULAR CITY COUNCIL MEETING**

#### **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)

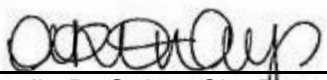
**EXECUTIVE SESSION** (May be called to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property)

#### **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 may be found at [www.santaquin.org](http://www.santaquin.org), in three physical locations (Santaquin City Hall, Zions Bank, Santaquin Post Office), and on the State of Utah's Public Notice Website, <https://www.utah.gov/pmn/index.html>. A copy of the notice may also be requested by calling (801)754-1904.

BY:

  
\_\_\_\_\_  
Amalie R. Ottley, City Recorder





## REGULAR CITY COUNCIL MEETING

Tuesday, October 17<sup>th</sup> at 7:00 PM

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

### MINUTES

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

#### ROLL CALL

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

Councilor Mecham joined the meeting via Zoom & by phone for the executive session.

Others present included City Manager Norm Beagley, Assistant City Manager Jason Bond, Legal Counsel Brett Rich, Recorder Amalie Ottley, Jim Rowland (Payson Santaquin Area Chamber of Commerce), Chad Holman, Bryan Mecham, Travis Keel, Wendy Osborne (Tabitha's Way), Joe Silverzweig (Comcast), Ron Jones, Cody McFarland, and other various members of the public.

#### PLEDGE OF ALLEGIANCE

Cody McFarland led the Pledge of Allegiance.

#### INVOCATION/INSPIRATIONAL THOUGHT

Art Adcock offered an inspirational thought.

#### DECLARATION OF POTENTIAL CONFLICTS OF INTEREST

No members of the City Council expressed any conflict of interest.

#### CONSENT AGENDA (MINUTES, BILLS, ITEMS)

1. 09-19-2023 City Council Work Session Minutes
2. 09-19-2023 City Council Regular Meeting Minutes
3. 10-03-2023 City Council Work Session Minutes
4. 10-03-2023 City Council Regular Meeting Minutes
5. City Expenditures from 09-30-2023 to 10-12-2023 in the amount of \$1,115,761.08

Councilor Montoya made a motion to approve the Consent Agenda items 1 through 5. Councilor Siddoway seconded the motion.

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

The motion passed unanimously.

## **PUBLIC FORUM**

Wendy Osbourne from Tabitha's Way reported about an event put on by their organization in which they handed out backpacks filled with supplies to kids in need. Many donors participated in that event. She also reported about a recent food drive during the Orchard Days Festival. She invited council members and staff to participate in upcoming Thanksgiving and Christmas basket dinner giveaway service events.

Joe Silverzweig from Comcast addressed members of the City Council to report on an upcoming project next year in which they will install fiber internet in Santaquin neighborhoods. He expressed that he is excited to work with Santaquin City and hopes that council members will approve a franchise agreement with Comcast in the coming weeks.

Jim Rowland from the Payson Santaquin Area Chamber of Commerce reported to council members on the status of the Chamber and its activities this past year. He reported that the Chamber will no longer be providing meals for City events so that they can focus more on supporting businesses this upcoming year. He spoke about the upcoming Meet the Candidates event at Santaquin City Hall on November 1, 2023 and reported on other Chamber items.

## **BUILDING PERMIT & BUSINESS LICENSE REPORT**

Assistant City Manager Bond presented the Building Permit Report. 150 residential units have been issued building permits in the current calendar year. In comparison, 44 single and multi-family residential units have been built in the current fiscal year. (July 1, 2023 – June 30, 2024) No new business licenses were issued in the last two weeks.

## **NEW BUSINESS**

### **6. Public Comment: Demolition of Old Jr. High**

Manager Beagley spoke to Mayor Olson and City Council members about the history of the Old Jr. High building. The City has applied for and received Community Development Block Grant (CDBG) funds to demolish the Old Jr. High Building. Manager Beagley indicated that the building was built in 1935 using funds from The New Deal. He spoke of the continued dilapidation, blight, and vandalism of the building as it has been used less and less over the years. Manager Beagley stated that Mountainland Association of Governments (MAG) will take public comments (<https://mountainland.org/uccdbg/>) regarding the demolition of the building on their website until October 31, 2023. Manager Beagley noted that the museum building will remain intact and preserved when the middle school and old senior buildings are demolished.

Ron Jones, Santaquin City resident and Chair of the Historic Preservation Committee, addressed the Mayor and Council in the capacity of a resident and a licensed architect in the State of Utah. He expressed his experience in renovating buildings and projects and indicated that it would cost an exorbitant amount of money to keep the Jr. High building and restore it. He agrees with the City's decision to demolish these two buildings.

### **7. Discussion: Water Efficiency Standards Report & Update**

Manager Beagley reported on Water Efficiency Standards to Mayor Olson and members of the City Council. (See attached slides.) He discussed how Santaquin has been and will continue to be water efficient and focused on future water planning. He also pointed out the difference between the water

rights and shares that the City owns versus how much water the City can pump. Manager Beagley discussed a case study in Southern Nevada and how, through significant conservation efforts, drought conditions were mitigated. Manager Beagley made recommendations for how Santaquin City should move forward and continue to focus on efficiency in both drinking and outdoor water use. Councilor Montoya and Manager Beagley discussed potential growth in the City and how storage of reused water will be managed. Councilor Hathaway asked if the City can require new developers to follow water efficiency guidelines as the city grows. Manager Beagley confirmed that ordinances could be passed to mandate water efficiency in new developments. Councilor Hathaway indicated his belief that it's time for the City to pass an ordinance that is more restrictive for developers when building new homes in Santaquin. Upon Council's direction, Manager Beagley indicated that he will bring back items for the Council to consider related to Water Efficiency Standard, in the form of an ordinance amendment in an upcoming meeting.

#### **8. Discussion & Possible Action: Bike Skills Park Design Update and Contract Award**

Mayor Olson presented the contract bid amount presented as \$351,751.71 for the entirety of the project. Manager Beagley stated that some of the cost may be covered by grant money as well as the City performing some of the excavation and ground work "in kind". The Mayor, Council, and staff discussed how the bid amount changed since it was last discussed in a work session due to the needed excavation and groundwork being completed either by the ramp company versus the City completing it on our own. Councilor Montoya asked what would happen if the City doesn't have the ability to complete the groundwork ourselves. Manager Beagley indicated that he is confident with the specifications and information received just today from the ramp company that the City can complete a portion (about half) of the groundwork and leave the technical and advanced work to American Ramp Company. Councilor Montoya expressed her concern that the project is done right and how the current contract was presented to council members. Councilor Adcock expressed his concern for safety on the canyon road once it's open to the public again. Mayor Olson spoke of the opportunity the bike park gives to all people of all abilities. He was impressed with an experience he had meeting a disabled individual who will be able to use the trail with their specialized equipment. Councilor Montoya inquired if the City had funds to cover the project if grant funds are not awarded. Manager Beagley indicated the City Council could choose to use available Impact Fees funds or not complete the project at the beginning of 2024 should the City not receive grant monies.

Councilor Siddoway made a motion to approve the award of a contract with American Ramp Company not to exceed \$351,751.71, direct staff to pursue a 50% matching grant from Utah Outdoor Recreation Grant (UORG) and to utilize volunteers and other funding sources to reduce the amount of funds needed for the project. Councilor Hathaway seconded the motion.

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

The motion passed unanimously.

#### **REPORTS BY STAFF, COUNCIL MEMBERS, & MAYOR**

Assistant Manager Bond reported on items on upcoming DRC and Planning Commission meetings. He discussed the upcoming annual board meeting for the Payson Santaquin Area Chamber of Commerce and asked if council members or the Mayor have suggestions for him to bring up at that meeting that they please relay those to him. Assistant Manager Bond let council members know that an amendment to the City's subdivision process will change in an upcoming ordinance as dictated by the State of Utah through SB 174.

City Manager Beagley updated council members on ongoing projects in the city, including the paving overlay on Summit Ridge Parkway. He discussed the upcoming Meet the Candidates night on November 1<sup>st</sup>, 2023 hosted by the Payson Santaquin Area Chamber of Commerce at the new City Hall Building. He reminded members of the public about upcoming holiday festivities including the Spooky Night at the Museum and a Trunk or Treat activity at Centennial Park. Councilor Adcock inquired if anything new has happened on the Juab/Utah County line issue. Manager Beagley indicated that discussions are taking place but there is nothing new to report. Councilor Adcock also inquired about the Main Street Widening Project. Manager Beagley stated that the one bid received for the project was too high and indicated that the bidding process will begin again after some adjustments are made in the hopes that more bids will come in at a better cost.

Councilor Hathaway updated City Council members on recent Community Services Board Meeting items and programming.

Councilor Siddoway spoke about the recent Corn Hole Tournament and thanked City Staff for their efforts. He also reminded everyone of the upcoming Spooky Night at the Museum. He spoke of the "Free Bikes 4 Kids" program and will coordinate with others to make that happen again this year.

Councilor Adcock also mentioned the Spooky Night at the Museum.

Councilor Montoya discussed upcoming activities for the Youth City Council. She thanked staff for their efforts on the recent day of training and service.

#### **EXECUTIVE SESSION**

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

The Executive Session began at 9:32 p.m.

Individuals present at the Executive Session: City Manager Norm Beagley, Assistant City Manager Jason Bond, Mayor Daniel Olson, Legal Counsel Brett Rich, City Council Member Dave Hathaway, City Council Member Jeff Siddoway, City Council Member Art Adcock, City Council Member Betsy Montoya. City Council Member Lynn Mecham joined via phone call.

Councilor Siddoway made a motion to end the Executive Session. Councilor Hathaway seconded the motion.

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

Councilor Siddoway Yes

The motion passed unanimously.

The Executive Session ended at 9:53 p.m.

Councilor Mecham left the meeting at the conclusion of the Executive Session.

#### **ADJOURNMENT**

Councilor Siddoway made a motion to adjourn the meeting. Councilor Hathaway seconded the motion.

Councilor Adcock Yes

Councilor Hathaway Yes

Councilor Mecham Absent

Councilor Montoya Yes

Councilor Siddoway Yes

The motion passed unanimously.

The meeting was adjourned at 9:54 p.m.

ATTEST:

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**Daniel M. Olson, Mayor**

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**Amalie R. Ottley, City Recorder**



# Water Efficiency

October 17, 2023

# Background

- Discussion Precipitated by CUWCD & State of Utah Water Efficiency Standards (from Early 2023)
- Santaquin Has Been & Will Continue to be Water Efficient
  - Excellent Water Planning for a Century
    - Projects & WR's Date Back to 1932 Forming of the City (& beyond)
  - Canyon Springs
  - Well Water Rights
  - WRF
  - Type 1 reuse
  - SCIC Water Shares

# Background

- CUWCD & State of Utah Water Efficiency Standards
  - Mostly aimed at Limiting Turf on Newly Constructed Homes
  - No Change to Existing Homes
  - Provide Incentives to Residents for Conservation



# Current Status

- Currently Using About 36% of State Approved WR's
  - (Mostly For Indoor Water Use, Minimal Outdoor Use)
- Currently Using About 46% of Our Outdoor WR's/Shares
  - SCIC Shares
  - City Held Water Rights
  - Type 1 Water
  - Etc.

# Current Status

- Currently Hold 95% of Needed WR's for Buildout Indoor Use
  - (Minimal Outdoor Use)
- Currently Only Have/Hold 65% of Buildout Water Rights/Shares

# Recently Learned

- Attended Annual Water School by Prepare 60
  - Prepare 60 Consists of
    - Jordan Valley Water Conservancy District
    - Weber Basin Water Conservancy District
    - Central Utah Water Conservancy District
    - Washington County Water Conservancy District
    - Others
  - Together, These Four Entities Have 85% of Utah's Population Within Their Service Areas
    - Including Santaquin for Future CUP/ULS Water Delivery

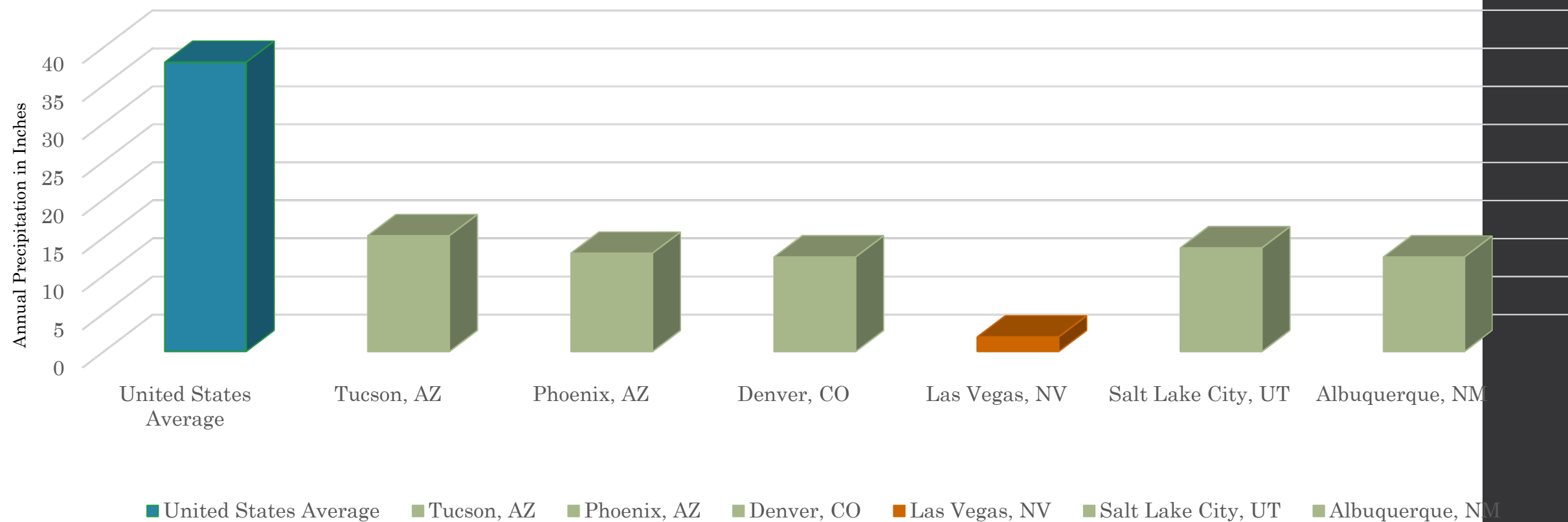
# Recently Learned (CASE STUDY)

- Southern Nevada Water Authority (SNWA)
  - Covers Las Vegas & Surrounding Metropolitan Area

# SOUTHERN NEVADA

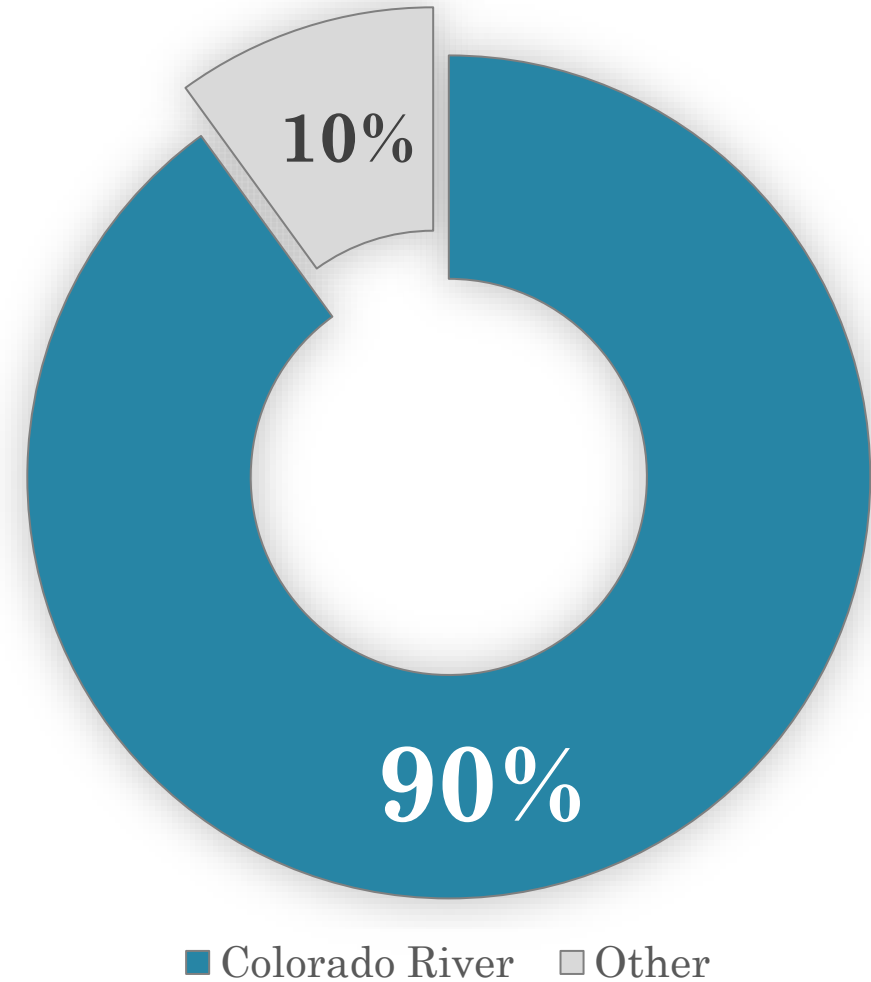
- 2.2 million residents
- 40 million annual visitors
- Approx. 600 square miles  
(metropolitan area)
- 4 inches of annual precipitation

# Las Vegas is the driest metropolitan area in the United States.



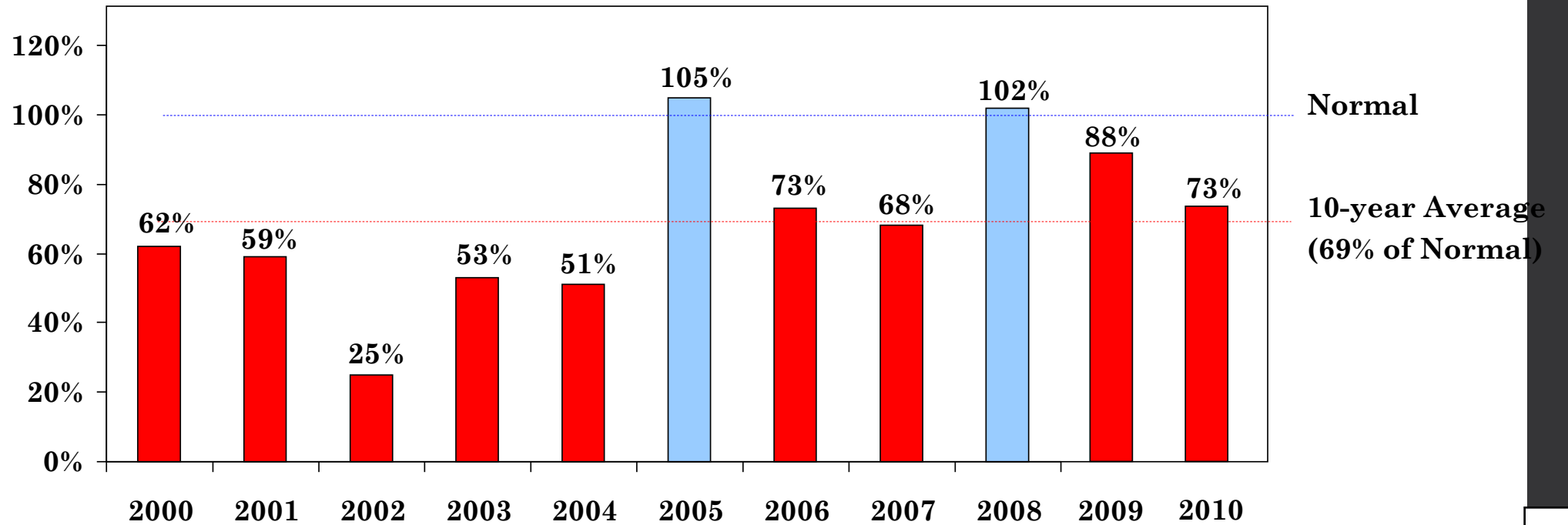
# WATER RESOURCES

**Southern Nevada is nearly fully  
reliant  
on the Colorado River to meet  
the community's water  
demands.**



# DROUGHT

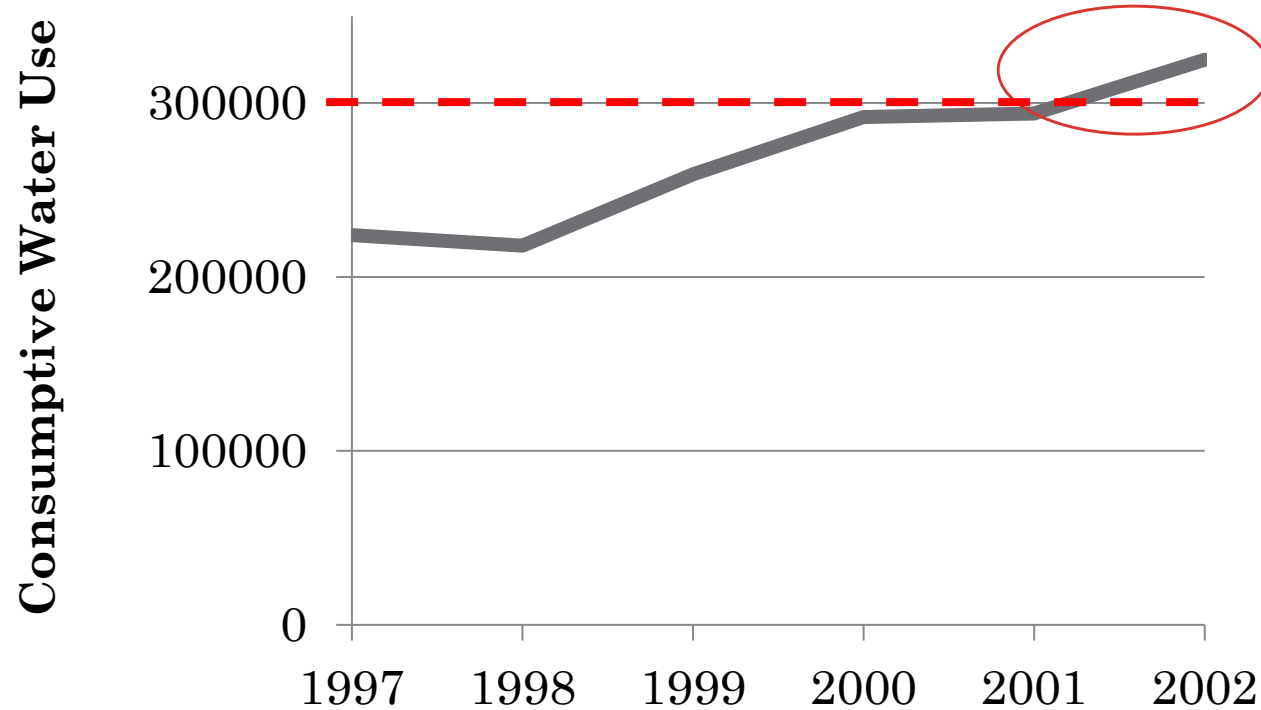
In the early 2000s, the Colorado River began to experience significantly decreased inflows.



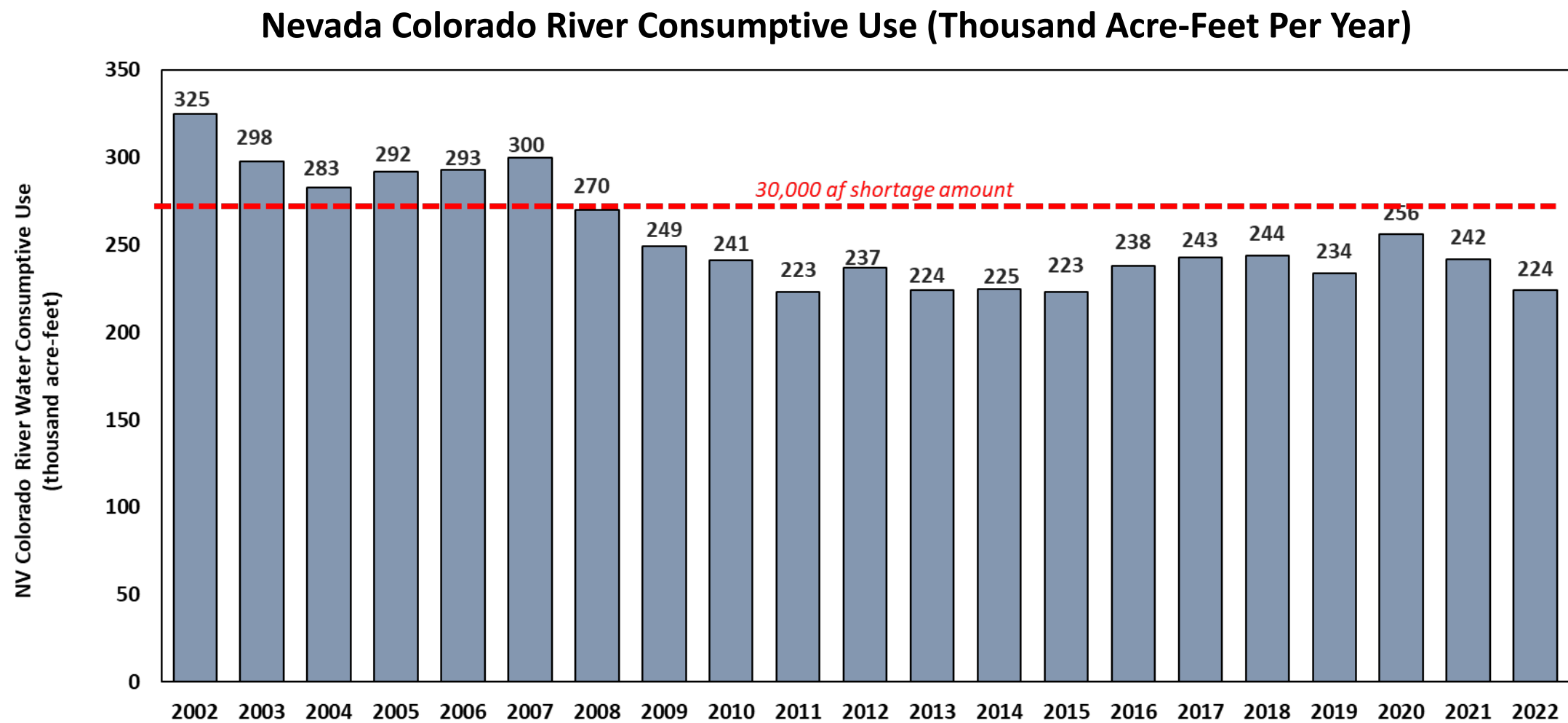


# DROUGHT – 2000s

**The community was exceeding its Colorado River allotment.**



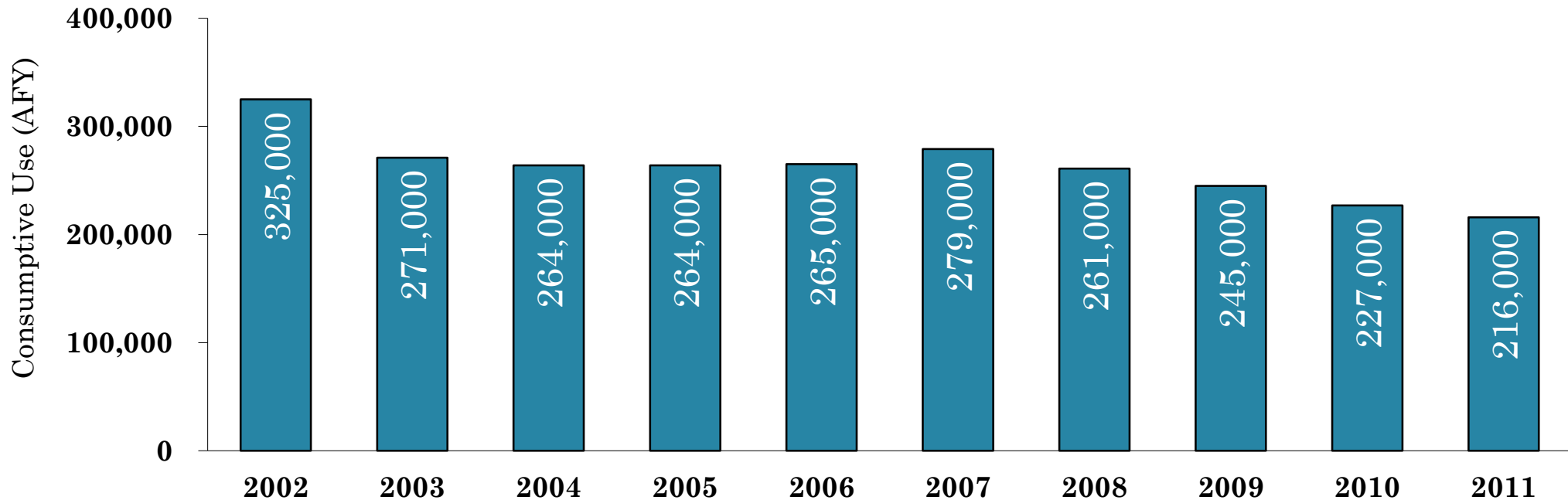
Thanks to conservation, shortages have been mitigated in the near term.



Item # 1.

# CONSERVATION RESULTS

**In less than 10 years, Southern Nevada's consumptive water use declined by about 36 billion gallons, despite the addition of nearly 400,000 people.**



# CASE STUDY (cont.)

- SNWA

- Reduced Water Usage by 1/3
  - Over 100,000 Acre Feet Conserved
  - While **Adding** 400,000 Residents
- Infused ~~\$270M
  - \$2,700 per Acre Foot
    - Santaquin City's Current Money In Lieu of Water is \$5,500

# What SNWA & Other Districts Are Doing

- SNWA
  - Limiting Turf & Outdoor Watering
  - Flip your Strip
- Washington County Water Conservancy District
  - Limiting Turf & Outdoor Watering
  - Any New Golf Course Must Bring Their Own (Wet) Water
  - Flip your Strip
- Weber Basin Water Conservancy District
  - Limiting Turf & Outdoor Watering
  - Metering (60,000 + Meters Needed)
  - Flip your Strip

# Moving Forward

- Drinking Water
  - We Will Continue to Add WR's Through Development Dedication Requirements
- Outdoor Water
  - GAP Between Needed Water Rights/Shares & Available (Wet) Water
  - How Do We Fill The GAP?
  - CUP/ULS Will Fill Some, but **Not All**
  - Purchase Additional CUP/ULS Water From Other Utah County Cities (If they will give it up)
  - Developer's Find & Bring Other Wet Water (If Available)

# Recommendations

- Drinking Water
  - Stay the Course Continue to Add WR's Through Development Dedication Requirements
- Outdoor Water
  - Stay the Course Continue to Add WR's Through Development Dedication Requirements (As Available)
  - Current Cost of Adding CUP/ULS Water
    - ~\$15,000\*/Ac-Ft (Current Allotment of 908.5 Ac-Ft → ~\$318,000 Annually, For 40 years)
  - Implement Some Water Efficiency Standards on New Homes
    - Could Reduce Future Needs Significantly (I.e)
    - If We Reduce Future Additional Use by 15% → \$6.7M\* \*\* \*\*\*
    - If We Reduce Future Additional Use by 20% → \$9M\* \*\* \*\*\*
    - If We Reduce Future Additional Use by 33% → \$15M\* \*\* \*\*\*
      - \* Using Current Anticipated/Estimated CUP/ULS Cost, But Could Be Higher/More
      - \*\* Does Not Include Purchase Price of Water (Borne By Development)
      - \*\*\* Does Not Include Pumping Costs, City Systems O&M, Etc.

# Recommendations

- We Could Use CUWCD & State Funds to Implement & Save Significant Future Value & Costs For Residents



?? QUESTIONS ??

THOUGHTS

**SANTAQUIN CITY CORPORATION**  
**Check Register**  
**CHECKING - ZIONS - 10/14/2023 to 11/03/2023**

<b>Payee Name:</b>	<b>Payment Date:</b>	<b>Amount:</b>	<b>Description:</b>	<b>Ledger Account:</b>
A1 SAFE & VAULT SERVICES	10/19/2023	\$225.00	Moving safe from old to new building	4140704-003 - NEW CITY HALL - FF&E
ACCLAIMED HOME WARRANTY	10/26/2023	\$600.00	Home Warranty for 188 South Center Street	5740725 - PROPERTY ACQUISITION
ADAM ARCHER LGI HOMES	11/2/2023	\$680.30	Refund overcharge on sewer impact fee for building permit number SQ23-000276	5638800 - IMPACT FEES
ADAM ARCHER LGI HOMES	11/2/2023	\$680.30	Refund overcharge on sewer impact fee for building permit number SQ23-000276	5638800 - IMPACT FEES
ADAM ARCHER LGI HOMES	11/2/2023	\$680.30	Refund overcharge on sewer impact fee for building permit number SQ23-000276	5638800 - IMPACT FEES
ADAM ARCHER LGI HOMES	11/2/2023	\$680.30	Refund overcharge on sewer impact fee for building permit number SQ23-000301	5638800 - IMPACT FEES
		\$2,721.20		
ALL PRO SECURITY, LLC	10/19/2023	\$93.50	Court Security Services - 8/28/2023	1042310 - PROFESSIONAL & TECHNICAL
ALL STAR ELITE SPORTS	11/2/2023	\$257.00	Replaces check #89649 5-19-23 (Fraudulently Cashed) - Sports Summer Tshirt Camps	6140685 - HEALTH & WELLNESS PROGRAMS
ALL STAR ELITE SPORTS	11/2/2023	\$2,128.44	Replaces check #89649 5/19/23 (Fraudulently Cashed) - Summer Tshirt Camps	6840725 - YOUTH ENRICHMENT
		\$2,385.44		
ALLINSON, ROBERT D	11/2/2023	\$14.62	Refund: 936371 - ALLINSON, ROBERT D	5113110 - ACCOUNTS RECEIVABLE
APPARATUS EQUIPMENT & SERVICE, INC (HAIX)	10/26/2023	\$439.38	New Grill for Siren	7657250 - FIRE - EQUIPMENT MAINTENANCE
ARCHIVESOCIAL, INC.	11/2/2023	\$5,990.00	Social Media Archiving Annual Subscription	4340114 - SOCIAL MEDIA ARCHIVE SERVICE CONTRACT
AT&T MOBILITY	11/2/2023	\$214.45	Cell Phone and iPad Service	7657280 - TELEPHONE
BETTIS, RICHARD	10/19/2023	\$52.00	CDL test reimbursement	5140230 - EDUCATION, TRAINING & TRAVEL
BIG O' TIRES - SANTAQUIN	10/26/2023	\$120.99	Bell Vehicle Maintenance	1054250 - EQUIPMENT MAINTENANCE
BIG O' TIRES - SANTAQUIN	10/26/2023	\$96.00	Shaw Vehicle Maintenance	1054250 - EQUIPMENT MAINTENANCE
BIG O' TIRES - SANTAQUIN	10/26/2023	\$24.99	Jefferson Flat Repair	1054250 - EQUIPMENT MAINTENANCE
		\$241.98		
BLUE STAKES OF UTAH 811	11/2/2023	\$57.60	Blue stakes	5140241 - UTILITY BILLING PROCESSING FEES
BLUE STAKES OF UTAH 811	11/2/2023	\$57.60	Blue stakes	5240241 - UTILITY BILLING PROCESSING FEES
BLUE STAKES OF UTAH 811	11/2/2023	\$57.60	Blue stakes	5440241 - UTILITY BILLING PROCESSING FEES
		\$172.80		
BOTT, ANNETTE	11/2/2023	\$263.52	Spooky Night Supplies	6340240 - SUPPLIES
BUFFO'S TERMITE & PEST CONTROL	10/26/2023	\$150.00	Bug Killer for Public Safety	1051300 - BUILDINGS & GROUND MAINTENANCE
BUFFO'S TERMITE & PEST CONTROL	10/26/2023	\$150.00	Bug killer for new City Hall	1051300 - BUILDINGS & GROUND MAINTENANCE
BUFFO'S TERMITE & PEST CONTROL	11/2/2023	\$170.00	Vole killer	1070300 - PARKS GROUNDS SUPPLIES
		\$470.00		
CARQUEST AUTO PARTS STORES	10/19/2023	\$268.36	Batteries and Hose for Lift Station	5240250 - EQUIPMENT MAINTENANCE
CARQUEST AUTO PARTS STORES	10/19/2023	-\$1.67	Tool return	5240240 - SUPPLIES
CARQUEST AUTO PARTS STORES	10/26/2023	\$36.08	Antifreeze	1060240 - SUPPLIES
CARQUEST AUTO PARTS STORES	11/2/2023	\$23.26	Oil and filter for PW72	1060250 - EQUIPMENT MAINTENANCE
		\$326.03		
CASSIDY, TIMOTHY	10/19/2023	\$119.50	Refund: 107604 - CASSIDY, TIMOTHY	5113110 - ACCOUNTS RECEIVABLE
CENTRACOM INTERACTIVE	11/2/2023	\$3,559.41	Phone & Internet Services - Oct 2023	4340240 - TELEPHONE & INTERNET
CENTURY EQUIPMENT COMP	10/19/2023	\$464.63	Filters for backhoes	1060250 - EQUIPMENT MAINTENANCE
CENTURY EQUIPMENT COMP	10/19/2023	\$63.72	Antifreeze for backhoe	1060250 - EQUIPMENT MAINTENANCE
CENTURY EQUIPMENT COMP	11/2/2023	\$119.18	Backhoe belts	5140250 - EQUIPMENT MAINTENANCE
		\$647.53		
CHEMTECH-FORD, INC	10/19/2023	\$105.00	Effluent testing	5240310 - PROFESSIONAL & TECHNICAL SVCS

CHEMTECH-FORD, INC	10/19/2023	\$60.00	Scenic Ridge Subdivision Bac-T Testing	1022450-860 - (INSP)Scenic Ridge
CHEMTECH-FORD, INC	10/19/2023	\$105.00	Effluent testing	5240310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	10/19/2023	\$150.00	Water testing	5140310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	10/26/2023	\$105.00	Effluent testing	5240310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	10/26/2023	\$150.00	Water testing	5140310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	11/2/2023	\$159.00	Effluent testing	5240310 - PROFESSIONAL & TECHNICAL SVCS
		\$834.00		
CHILD SUPPORT SERVICES/ORS	10/27/2023	\$534.46	Garnishment - Child Support	1022420 - GARNISHMENTS
CHOULES, EMILY	10/26/2023	\$178.85	Food reimbursement	7540480 - FOOD
CHRISTENSEN, STEPHANIE	10/26/2023	\$121.40	Per Diem and mileage for UBLA Conference (Stephanie Christensen)	1078230 - EDUCATION, TRAINING & TRAVEL
CIVICPLUS, LLC	11/2/2023	\$6,320.00	Website Meetings Preparation Software Renewal	4340112 - WEBSITE CONTRACT - CIVICLIVE
CODALE ELECTRIC SUPPLY	10/26/2023	\$584.88	Transformer for radio towers.	4140829 - PI METER UPGRADE PROJECT
CODALE ELECTRIC SUPPLY	11/2/2023	\$346.19	conduit and breakers for towers	4140829 - PI METER UPGRADE PROJECT
CODALE ELECTRIC SUPPLY	11/2/2023	\$544.01	Transformer for radio read towers	4140829 - PI METER UPGRADE PROJECT
CODALE ELECTRIC SUPPLY	11/2/2023	\$213.46	Electrical parts for drug closet	5140300 - BUILDING GROUNDS & MAINTENANCE
		\$1,688.54		
COLONIAL LIFE &	11/2/2023	\$388.18	Employee Pd Supplemental Life Insurance - November	1022504 - LIFE/ADD
COLTHARP, BRIAN	11/2/2023	\$680.00	Bail Refund	1022430 - COURT FINES AND FORFEITURES
CORPORATE TRADITIONS	10/26/2023	\$25.00	November Volunteer of the Month Gift Card	1041610 - OTHER SERVICES
CORPORATE TRADITIONS	11/2/2023	\$110.00	November Birthday Gift Cards	1043480 - EMPLOYEE RECOGNITIONS
		\$135.00		
CUSTOM SIGNWORKS, LLC	10/19/2023	\$356.50	Rap Tax Signage	6640720 - RAP TAX EXPENSE
CUSTOM SIGNWORKS, LLC	10/19/2023	\$436.00	Halloween Banners	6240251 - COMMUNITY EVENTS EXPENSE
CUSTOM SIGNWORKS, LLC	10/19/2023	\$495.50	Archery Signage	6840725 - YOUTH ENRICHMENT
CUSTOM SIGNWORKS, LLC	11/2/2023	\$193.00	Signage	5740733 - PROSPECTOR VIEW PARK
		\$1,481.00		
CYBER SERVE	11/2/2023	\$161.88	Credit Card Admin Fees - October 2023	6740650 - CREDIT CARD FEES
DEGRAFFENREID, JIMMY	11/2/2023	\$680.30	Refund overcharge on sewer impact fee for building permit number SQ23-000261	5638800 - IMPACT FEES
DEGRAFFENREID, JIMMY	11/2/2023	\$680.30	Refund overcharge on sewer impact fee for building permit number SQ23-000262	5638800 - IMPACT FEES
DEGRAFFENREID, JIMMY	11/2/2023	\$680.30	Refund overcharge on sewer impact fee for building permit number SQ23-000281	5638800 - IMPACT FEES
DEGRAFFENREID, JIMMY	11/2/2023	\$680.30	Refund overcharge on sewer impact fee for building permit number SQ23-000292	5638800 - IMPACT FEES
		\$2,721.20		
DEMCO, INC	11/2/2023	\$1,122.07	Library Supplies	7240240 - SUPPLIES
DEPARTMENT OF HEALTH CARE FINANCING	10/19/2023	\$2,442.12	Medicaid Assessment	7657300 - STATE MEDICAID ASSESSMENT
DEPARTMENT OF HEALTH CARE FINANCING	10/26/2023	\$510.00	Ambulance Inspections	7657252 - EMS - EQUIPMENT MAINTENANCE
		\$2,952.12		
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	10/19/2023	\$48.60	Fuel - Engineering - Sept 2023	1048260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	10/19/2023	\$222.39	Fuel - Community Services - Sept 2023	6740260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	10/19/2023	\$248.96	Fuel - Building Inspection - Sept 2023	1068260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	10/19/2023	\$259.01	Fuel - Administration - Sept 2023	1043260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	10/19/2023	\$283.25	Fuel - EMS - Sept 2023	7657260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	10/19/2023	\$322.40	Fuel - Public Works - Sept 2023	1060260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	10/19/2023	\$322.40	Fuel - Public Works - Sept 2023	1077260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	10/19/2023	\$322.40	Fuel - Public Works - Sept 2023	5140260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	10/19/2023	\$322.40	Fuel - Public Works - Sept 2023	5240260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	10/19/2023	\$322.40	Fuel - Public Works - Sept 2023	5440260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	10/19/2023	\$322.41	Fuel - Public Works - Sept 2023	1070260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	10/19/2023	\$1,196.79	Fuel - Fire - Sept 2023	7657260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	10/19/2023	\$5,656.19	Fuel - Police - Sept 2023	1054260 - FUEL
		\$9,849.60		

DEPUTY ZACHARY STEELE	11/2/2023	\$18.50	Witness Fee	1042310 - PROFESSIONAL & TECHNICAL
DK ENVIROMENTAL, LLC	10/26/2023	\$2,200.00	Phase 1 Environmental Study for 188 South Center Street home purchased	5740725 - PROPERTY ACQUISITION
DOMINION ENERGY INC.	11/2/2023	\$22.95	98 S CENTER STREET	1051270 - UTILITIES
DOMINION ENERGY INC.	11/2/2023	\$23.31	1205 N CENTER STREET	1051270 - UTILITIES
DOMINION ENERGY INC.	11/2/2023	\$39.73	275 W MAIN STREET	1051270 - UTILITIES
DOMINION ENERGY INC.	11/2/2023	\$53.85	110 South Center	1051270 - UTILITIES
DOMINION ENERGY INC.	11/2/2023	\$54.54	200 S 400 W	1051270 - UTILITIES
DOMINION ENERGY INC.	11/2/2023	\$85.12	45 W 100 S	1051270 - UTILITIES
DOMINION ENERGY INC.	11/2/2023	\$156.90	55 W 100 S	1051270 - UTILITIES
DOMINION ENERGY INC.	11/2/2023	\$157.01	1215 N CENTER STREET	5240500 - WRF - UTILITIES
		\$593.41		
DONALD R SCHMIT & TAYLOR BRESTER (RENTAL) +	10/26/2023	-\$43.42	REISSUE CHECK 10-08-2021 UNCASHED UTILITY REFUND CHECK	1015800 - SUSPENSE
DR HORTON, INC.	11/2/2023	\$680.30	Refund overcharge on sewer impact fee for building permit number SQ23-000266	5638800 - IMPACT FEES
DR HORTON, INC.	11/2/2023	\$680.30	Refund overcharge on sewer impact fee for building permit number SQ23-000266	5638800 - IMPACT FEES
DR HORTON, INC.	11/2/2023	\$680.30	Refund overcharge on sewer impact fee for building permit number SQ23-000300	5638800 - IMPACT FEES
DR HORTON, INC.	11/2/2023	\$680.30	Refund overcharge on sewer impact fee for building permit number SQ23-000300	5638800 - IMPACT FEES
DR HORTON, INC.	11/2/2023	\$680.30	Refund overcharge on sewer impact fee for building permit number SQ23-000300	5638800 - IMPACT FEES
		\$3,401.50		
DYKMAN ELECTRICAL INC	11/2/2023	\$7,416.92	Soft start for Center Street Well	5140750 - CAPITAL PROJECTS
EFTPS	10/16/2023	\$5,265.64	Medicare Tax	1022210 - FICA PAYABLE
EFTPS	10/16/2023	\$11,957.41	Federal Income Tax	1022220 - FEDERAL WITHHOLDING PAYABLE
EFTPS	10/16/2023	\$22,515.14	Social Security Tax	1022210 - FICA PAYABLE
EFTPS	10/31/2023	\$5,310.22	Medicare Tax	1022210 - FICA PAYABLE
EFTPS	10/31/2023	\$11,975.70	Federal Income Tax	1022220 - FEDERAL WITHHOLDING PAYABLE
EFTPS	10/31/2023	\$22,705.44	Social Security Tax	1022210 - FICA PAYABLE
EFTPS	10/18/2023	\$260.66	Rest of Payment for Q3 Federal Taxes	1015800 - SUSPENSE
		\$79,990.21		
ELITE SPORTSWEAR, L.P	10/26/2023	\$1,664.69	Cheer Uniforms	6840807 - TUMBLING/GYMNASTICS
ELLSWORTH PAULSEN CONSTRUCTION COMPANY	10/19/2023	\$648,186.33	Santaquin City Hall - Final Payment	4140704 - NEW CITY HALL
EMERALD TURF FARM	10/19/2023	\$720.00	Sod for graves	1077300 - CEMETERY GROUNDS MAINTENANCE
EPIC ENGINEERING	10/19/2023	\$7,065.00	Epic Engineering Testing for The Hills Plat E	1022450-736 - (INSP)[Phase E] The Hills
EPIC ENGINEERING	10/19/2023	\$106.00	Epic Engineering testing for Heelis farms developement	1022450-544 - (INSP) Heelis Farms Townhomes
EPIC ENGINEERING	10/19/2023	\$988.00	Epic Engineering Testing for New City hall	4140704 - NEW CITY HALL
EPIC ENGINEERING	10/19/2023	\$517.00	Epic Engineering Testing for Santaquin Estates	1022450-633 - (INSP)santaquin Estates
EPIC ENGINEERING	10/19/2023	\$224.00	Epic Engineering Testing for Green Hollow subdivision	1022450-668 - (INSP) Green Hallow
EPIC ENGINEERING	10/19/2023	\$923.50	Epic Engineering Testing for Orchards F-6	1022450-680 - (INSP) Orchards F-6
EPIC ENGINEERING	10/19/2023	\$1,034.50	Epic Engineering Testing for The Vista's West Subdivision	1022450-715 - (INSP)Vistas West Phase 1
EPIC ENGINEERING	10/19/2023	\$720.00	Epic Engineering Testing for Scenic Ridge Subdivision	1022450-860 - (INSP)Scenic Ridge
EPIC ENGINEERING	10/19/2023	\$138.00	Epic Engineering testing fees for M&D Bing Subdivision	1022450-919 - (INSP&TESTING)M&D Bings
EPIC ENGINEERING	10/19/2023	\$69.00	Epic Engineering testing fees for 520 West Road Cut	1022450-909 - (INSP)520 W Lark Lane Rd
EPIC ENGINEERING	10/19/2023	\$138.00	Epic Engineering testing fees for Ridley's Phase 2	1022450-689 - (INSP)[Plat B]Ridley's
EPIC ENGINEERING	10/19/2023	\$2,496.00	Epic Engineering testing fees for Nebo Animal Lab	1022450-923 - (INSP&TESTING)Nebo School District Animal Lat
EPIC ENGINEERING	10/19/2023	\$148.00	Epic Engineering testing for 341 townhome	1022450-763 - (INSP)341 Townhomes
EPIC ENGINEERING	10/19/2023	\$10,251.50	Epic Engineering testing Fees for The Hills Plat E	1022450-633 - (INSP)santaquin Estates
EPIC ENGINEERING	10/19/2023	\$69.00	Epic Engineering testing Fees for New City Hall	4140704 - NEW CITY HALL
EPIC ENGINEERING	10/19/2023	\$155.00	Epic Engineering testing Fees for Santaquin Estates	1022450-633 - (INSP)santaquin Estates
EPIC ENGINEERING	10/19/2023	\$5,913.50	Epic Engineering testing for Vistas West Phase 2	1022450-709 - (INSP)Vistas West 2
EPIC ENGINEERING	10/19/2023	\$3,774.00	Epic Engineering testing Fees for Vista's West Phase 3	1022450-717 - (INSP)Vistas West Phase 3
EPIC ENGINEERING	10/19/2023	\$3,122.00	Epic Engineering testing Fees for Vista's West Phase 4	1022450-719 - (INSP)Vistas West Phase 4
EPIC ENGINEERING	10/19/2023	\$1,911.00	Epic Engineering testing Fees for Vistas West Phase 5	1022450-721 - (INSP)Vistas West Phase 5
EPIC ENGINEERING	10/19/2023	\$69.00	Epic Engineering testing Fees for Vista's West Subdivision	1022450-715 - (INSP)Vistas West Phase 1
EPIC ENGINEERING	10/19/2023	\$4,645.50	Epic Engineering testing Fees for Scenic Ridge Subdivision	1022450-860 - (INSP)Scenic Ridge
EPIC ENGINEERING	10/19/2023	\$323.00	Epic Engineering testing Fees for Nebo Animal Lab	1022450-923 - (INSP&TESTING)Nebo School District Animal Lat

EPIC ENGINEERING	10/19/2023	\$138.00	Epic Engineering testing Fees for M&D Bing Subdivision	1022450-919 - (INSP&TESTING)M&D Bings
EPIC ENGINEERING	10/26/2023	\$180.00	Epic Engineering testing Fees for 341 Townhomes	1022450-763 - (INSP)341 Townhomes
EPIC ENGINEERING	11/2/2023	\$2,452.00	Epic Engineering Testing for Vistas west subdivision	1022450-715 - (INSP)Vistas West Phase 1
EPIC ENGINEERING	11/2/2023	\$1,953.00	Epic Engineering Testing for Vista's West Subdivision Phase 3	1022450-717 - (INSP)Vistas West Phase 3
EPIC ENGINEERING	11/2/2023	\$219.00	Epic Engineering testing fees for M&D Bing Subdivision	1022450-919 - (INSP&TESTING)M&D Bings
EPIC ENGINEERING	11/2/2023	\$1,790.00	Epic Engineering testing Fees for Orchards F6	1022450-680 - (INSP) Orchards F-6
EPIC ENGINEERING	11/2/2023	\$589.00	Epic Engineering testing Fees for Mcdonald's Site plan	1022450-689 - (INSP)[Plat B]Ridley's
		\$52,121.50		
FLEETPRIDE	11/2/2023	\$67.70	Brake parts for 10 wheeler	1060250 - EQUIPMENT MAINTENANCE
FLEETPRIDE	11/2/2023	\$95.65	Brake parts for 10 wheeler	1060250 - EQUIPMENT MAINTENANCE
FLEETPRIDE	11/2/2023	-\$67.70	Brake parts return	1060250 - EQUIPMENT MAINTENANCE
FLEETPRIDE	11/2/2023	\$54.32	lights for snow plow	1060250 - EQUIPMENT MAINTENANCE
		\$149.97		
FP MAILING SOLUTIONS	10/19/2023	\$174.00	Postage Machine Lease - City Hall	1043310 - PROFESSIONAL & TECHNICAL
FP MAILING SOLUTIONS	10/19/2023	\$104.85	Postage Meter - 275 W Main St	1043310 - PROFESSIONAL & TECHNICAL
		\$278.85		
FREEDOM MAILING SERVICES, INC	11/2/2023	\$953.60	UTILITY BILL PROCESSING & NEWSLETTERS	5140241 - UTILITY BILLING PROCESSING FEES
FREEDOM MAILING SERVICES, INC	11/2/2023	\$953.60	UTILITY BILL PROCESSING & NEWSLETTERS	5240241 - UTILITY BILLING PROCESSING FEES
FREEDOM MAILING SERVICES, INC	11/2/2023	\$953.60	UTILITY BILL PROCESSING & NEWSLETTERS	5440241 - UTILITY BILLING PROCESSING FEES
		\$2,860.80		
GRANITE CONSTRUCTION COMPANY	11/2/2023	\$1,537.97	Cold mix for pot holes	1060240 - SUPPLIES
HANCOCK, SHAWN	11/2/2023	\$576.56	Refund: 5116441 - HANCOCK, SHAWN	5113110 - ACCOUNTS RECEIVABLE
HEALTH EQUITY INC,	10/30/2023	\$8,710.07	Employee & Employer Contributions - Oct 2023	1022503 - HSA
HOME DEPOT	11/2/2023	\$26.74	Furniture sliders for Public Safety	1051300 - BUILDINGS & GROUND MAINTENANCE
HOME DEPOT	11/2/2023	\$276.82	Museum roof repair	1051300 - BUILDINGS & GROUND MAINTENANCE
HOME DEPOT	11/2/2023	\$313.04	Concrete for new signs	1022531 - STREET SIGNS (NEW DEVELOPMENT)
		\$616.60		
HONEY BUCKET	10/19/2023	\$80.00	Cemetery portable	1077300 - CEMETERY GROUNDS MAINTENANCE
HOOSER, BILL	10/19/2023	\$18.50	Witness Fee	1042310 - PROFESSIONAL & TECHNICAL
HUMPHRIES INC	10/19/2023	\$194.99	Medical Oxygen	7657242 - EMS - SUPPLIES
INDUSTRIAL SUPPLY	11/2/2023	\$361.40	Banding for Radio read towers	4140829 - PI METER UPGRADE PROJECT
INGRAM BOOK GROUP	10/26/2023	\$34.17	Books	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
INGRAM BOOK GROUP	10/26/2023	\$13.19	Books	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
INGRAM BOOK GROUP	11/2/2023	\$501.29	Library Books	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
		\$548.65		
INTERWEST SAFETY SUPPLY	10/26/2023	\$660.00	Delineators for highland DR.	1060240 - SUPPLIES
INTERWEST SAFETY SUPPLY	11/2/2023	\$301.48	Stop sign repair for 100 S Center	1060240 - SUPPLIES
		\$961.48		
INVENGO AMERICAN CORP.	10/26/2023	\$1,457.00	Security Gate and Self Checkout system	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
IWORQ SYSTEMS	11/2/2023	\$6,000.00	iWork Software	4340614 - PUBLIC WORKS SOFTWARE
J-U-B ENGINEERING	11/2/2023	\$4,319.07	JUB Progress Payment for Santaquin Main Street Design	4138225 - MAIN STREET PROJECT
JAREDS DEVICE REPAIR	10/26/2023	\$652.00	Radios for snowplows	1060240 - SUPPLIES
JAREDS DEVICE REPAIR	10/26/2023	\$652.00	Radios for snowplows	1070300 - PARKS GROUNDS SUPPLIES
JAREDS DEVICE REPAIR	10/26/2023	\$652.00	Radios for snowplows	5140240 - SUPPLIES
JAREDS DEVICE REPAIR	10/26/2023	\$652.00	Radios for snowplows	5240240 - SUPPLIES
JAREDS DEVICE REPAIR	10/26/2023	\$652.00	Radios for snowplows	5440240 - SUPPLIES
		\$3,260.00		

JAY MECHAM'S COUNTRY GARBAGE	10/26/2023	\$334.14	Fall Clean up	1062610 - LANDFILL CLEAN-UP
JAY MECHAM'S COUNTRY GARBAGE	10/26/2023	\$322.83	Fall Clean up	1062610 - LANDFILL CLEAN-UP
JAY MECHAM'S COUNTRY GARBAGE	10/26/2023	\$340.46	Fall Clean up	1062610 - LANDFILL CLEAN-UP
JAY MECHAM'S COUNTRY GARBAGE	10/26/2023	\$345.39	Fall Clean up	1062610 - LANDFILL CLEAN-UP
JAY MECHAM'S COUNTRY GARBAGE	10/26/2023	\$293.29	Fall Clean up	1062610 - LANDFILL CLEAN-UP
JAY MECHAM'S COUNTRY GARBAGE	10/26/2023	\$324.75	Fall cleanup	1062610 - LANDFILL CLEAN-UP
JAY MECHAM'S COUNTRY GARBAGE	11/2/2023	\$278.11	Fall clean up	1062610 - LANDFILL CLEAN-UP
		\$2,238.97		
JEFFERSON, OFFICER CLAYTON	10/19/2023	\$18.50	Witness Fee	1042310 - PROFESSIONAL & TECHNICAL
JENSEN, AUZLYNN *	10/26/2023	\$10.43	REISSUE CHECK FROM 11-09-2022 LOST CHECK UTILITY ACCOUNT REFUND	1015800 - SUSPENSE
JENSEN, AUZLYNN *	10/26/2023	-\$10.43	REISSUE CHECK FROM 11-09-2022 LOST CHECK UTILITY ACCOUNT REFUND	1015800 - SUSPENSE
		\$0.00		
JULIAN ALLRED & JOSHUA ALLRED	10/26/2023	-\$25.58	UNCASHED CHECK FROM 05/07/2022 WILL BE INCLUDED IN 2023 UNCLAIMED PROPERTY	1015800 - SUSPENSE
KBARSAM BUCKLES & MORE	10/19/2023	\$190.55	orchard days rodeo buckle	6240260 - RODEO EXPENSE
KEITH JUDDS PRO-SERVICE, INC	10/26/2023	\$189.95	Lerwill Vehicle Maintenance	1054250 - EQUIPMENT MAINTENANCE
LANCE, NICHOLAS T.	10/19/2023	\$65.00	Backflow for 110 South Center	1051300 - BUILDINGS & GROUND MAINTENANCE
LES OLSON COMPANY	10/26/2023	\$733.74	Copy Machine Maintenance & Usage Contract	4340300 - COPIER CONTRACT
LEXIPOL LLC	11/2/2023	\$6,475.31	Lexipol	4340613 - FIRE DEPARTMENT SOFTWARE
LIVINGSTON PHOTO & PRINT SHOP	10/19/2023	\$118.00	community services marketing brochures	6740610 - OTHER SERVICES
MASON, ALICIA	10/19/2023	\$5.00	Cancelled field trip refund	7540310 - EVENTS
MITY-LITE, INC.	10/26/2023	\$3,190.00	Final part of tables & chairs order: multipurpose room	4140704-003 - NEW CITY HALL - FF&E
MOOS, TYLER	10/26/2023	\$206.68	Moos Uniform Allowance, (belt/carriers/holster)	1054240 - SUPPLIES
MOTOROLA SOLUTIONS, INC	11/2/2023	\$3,055.70	Mobile Radio 1 of13	7657750 - CAPITAL PROJECTS
MOUNTAIN ALARM	10/19/2023	\$53.40	Monitoring for Public Safety	1051300 - BUILDINGS & GROUND MAINTENANCE
MOUNTAIN ALARM	10/19/2023	\$160.00	Alarm monitoring 110 South Center	1051300 - BUILDINGS & GROUND MAINTENANCE
MOUNTAIN ALARM	11/2/2023	\$651.25	Door release buttons	4140704-003 - NEW CITY HALL - FF&E
		\$864.65		
MOUNTAIN WEST AGRICULTURE	10/19/2023	\$569.69	Fertilizer	1077300 - CEMETERY GROUNDS MAINTENANCE
MOUNTAIN WEST AGRICULTURE	10/19/2023	\$1,709.07	Fertilizer	1070300 - PARKS GROUNDS SUPPLIES
		\$2,278.76		
MOUNTAINLAND ASSOCIATIONS OF GOVERNMENTS	11/2/2023	\$6,250.00	Additional Services for lobbying efforts on behalf of Santaquin City	4540210 - PROFESSIONAL SERVICES
MOUNTAINLAND SUPPLY	10/26/2023	\$1,956.52	Resetter for Culinary water meter	4140704-003 - NEW CITY HALL - FF&E
MOUNTAINLAND SUPPLY	10/26/2023	\$420.00	Drain lids for PI	5440240 - SUPPLIES
MOUNTAINLAND SUPPLY	10/26/2023	\$1,577.21	Sewer line break VanCon	5240240 - SUPPLIES
MOUNTAINLAND SUPPLY	11/2/2023	\$131.92	Chem-feed line repair	5240550 - WRF - EQUIPMENT MAINTENANCE
MOUNTAINLAND SUPPLY	11/2/2023	\$114.21	Manhole hooks	5240240 - SUPPLIES
MOUNTAINLAND SUPPLY	11/2/2023	\$161.50	Ball valves	1070300 - PARKS GROUNDS SUPPLIES
MOUNTAINLAND SUPPLY	11/2/2023	\$529.51	Air Vac for Chlorinator	5140240 - SUPPLIES
		\$4,890.87		
MURDOCK FORD	10/19/2023	\$138.69	Tipler Vehicle Maintenance	1054250 - EQUIPMENT MAINTENANCE
MURDOCK FORD	11/2/2023	\$499.44	Maintenance (battery and spark plugs) on Building Inspection 2013 Ford F-15C	1068250 - EQUIPMENT MAINT
MURDOCK FORD	11/2/2023	\$2,185.70	Maintenance (new tires and catalyst system) on Building Inspect. 2015 Ford F-150	1068250 - EQUIPMENT MAINT
MURDOCK FORD	11/2/2023	\$134.04	Oil Change 2022 Amb	7657252 - EMS - EQUIPMENT MAINTENANCE
		\$2,957.87		

NERDIN, CAMERON	11/2/2023	\$340.00	Restitution - Case #231700003	1022430 - COURT FINES AND FORFEITURES
NIELSEN & SENIOR, ATTORNEYS	10/26/2023	\$23,345.46	Legal Services - Criminal Prosecution	1043331 - LEGAL
NIELSEN & SENIOR, ATTORNEYS	10/26/2023	\$8,366.85	Legal Service - Civil	1043331 - LEGAL
		\$31,712.31		
OUT BACK GRAPHICS, LLC	10/19/2023	\$120.00	Truck logos	1060240 - SUPPLIES
OUT BACK GRAPHICS, LLC	10/19/2023	\$120.00	Truck logos	5140240 - SUPPLIES
OUT BACK GRAPHICS, LLC	10/19/2023	\$120.00	Truck logos	5240240 - SUPPLIES
OUT BACK GRAPHICS, LLC	10/19/2023	\$120.00	Truck logos	5440240 - SUPPLIES
		\$480.00		
PAY PLUS	10/25/2023	\$147.76	Pay Plus ACH Transaction Fees - Ambulance Payment via Zellis	7657211 - EMS BILLING SERVICES EXPENSE
PAY PLUS	11/1/2023	\$5.18	Pay Plus ACH Transaction Fees - Ambulance Payment via Zellis	7657211 - EMS BILLING SERVICES EXPENSE
		\$152.94		
PAYSON AUTO SUPPLY - NAPA	11/2/2023	\$125.78	Filters for snow plows	5440250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	11/2/2023	\$125.79	Filters for snow plows	1060250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	11/2/2023	\$125.79	Filters for snow plows	5140250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	11/2/2023	\$125.79	Filters for snow plows	5240250 - EQUIPMENT MAINTENANCE
		\$503.15		
PEN & WEB COMMUNICATIONS c/o PENNY REEVES	11/2/2023	\$128.57	Dropbox Subscription - Reimbursement	4340500 - SOFTWARE EXPENSE
PEN & WEB COMMUNICATIONS c/o PENNY REEVES	11/2/2023	\$522.30	2024 City Calendar Work	1041615 - SANTAQUIN CALENDAR
PEN & WEB COMMUNICATIONS c/o PENNY REEVES	11/2/2023	\$762.30	Website & Social Media Services	4340113 - WEBSITE CONTENT MGT - PEN&WEB
		\$1,413.17		
PIDJCO LLC	11/2/2023	\$13.84	Pidj Sports Texting Monthly	6140310 - PROFESSIONAL & TECHNICAL SERVICES
PIDJCO LLC	11/2/2023	\$5.47	Pidj Event Texting	6740310 - PROFESSIONAL & TECHNICAL
		\$19.31		
POLYDYNE INC.	11/2/2023	\$4,356.43	Polymer	5240510 - WRF - CHEMICAL SUPPLIES
PULHAM ENTERPRISES, INC.	11/2/2023	\$21,325.00	Painting for Public Safety Building after Admin & CD moved out	4140707 - PUBLIC SAFETY BUILDING REMODEL
QUICKSCORES LLC	10/19/2023	\$98.00	youth sport scheduling software	6140665 - YOUTH SPORTS
RED CLIFFS EMBROIDERY & INK	11/2/2023	\$438.00	staff shirts	6740230 - EDUCATION, TRAINING, & TRAVEL
REVCO	10/26/2023	\$597.51	Copy Machine Lease - City Hall	4340300 - COPIER CONTRACT
REVCO	11/2/2023	\$85.00	Copy Machine Lease Document Fee	4340300 - COPIER CONTRACT
		\$682.51		
ROCKY MOUNTAIN POWER	10/19/2023	\$27.33	509 FIRESTONE DRIVE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/19/2023	\$5.54	80 E 770 N	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/19/2023	\$20.10	154 E 950 S	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/19/2023	\$40.52	1005 S RED BARN	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/19/2023	\$54.44	415 TRAVERTINE WAY	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/19/2023	\$14.77	1250 S CANYON ROAD	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	10/19/2023	\$19.74	1026 E MAIN STREET	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	10/26/2023	\$15.66	1000 N CENTER PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	10/26/2023	\$434.74	1213N CENTER ST - PUBLIC WORKS BLDG SITE	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	10/26/2023	\$778.67	10 W GINGER GOLD ROAD (LIFT STATION)	5240270 - UTILITIES
ROCKY MOUNTAIN POWER	10/26/2023	\$10,867.72	1215 N CENTER	5240500 - WRF - UTILITIES
ROCKY MOUNTAIN POWER	10/26/2023	\$22.77	115 W 860 N - STRONGBOX	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/26/2023	\$28.29	1269 S RED CLIFF DRIVE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/26/2023	\$32.79	1230 S Bluff ST	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/26/2023	\$57.72	1595 S LONGVIEW ROAD	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/26/2023	\$154.79	759 Badger Way	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	10/26/2023	\$3,116.61	1100 S CANYON ROAD	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$0.01	ITEM 53 1200 S 100 W RECREATION OPERATION CONTRACT-AHLIN PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$0.01	ITEM 58 250 S 450 W ARENACONCE CONTRACT FAIR GROUNDS	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$0.01	ITEM 80 1592 SUMMIT RIDGE PKWY CONTRACT: SPORTS/FOOD SITE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$0.01	ITEM 82 1800 MT VIEW PI BOOSTER PUMP	5440273 - UTILITIES

ROCKY MOUNTAIN POWER	11/2/2023	\$0.01	ITEM 86 CENTER ST 1ST SOUTH NEW CITY HALL CONTRACT	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$4.64	ITEM 18 E MAIN ST PARK LIGHTS	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$9.74	ITEM 67 592 SUMMIT RIDGE PKWY CONTRACT SOCCER FIELD SITE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$10.47	ITEM 62 250 S 450 W ARENACONCE ANNOUNCER/RV PEDESTALS	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$11.15	ITEM 61 250 S 450 W ARENACONCE SPRINKLER/RV PEDESTALS	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$11.15	ITEM 65 STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	11/2/2023	\$11.27	ITEM 13 313 W 100 S BOWERY	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$11.81	ITEM 16 310 N ORCHARD LN CITY PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$13.19	ITEM 72 100 W HIGHWAY 6 PKWY SUMMIT RIDGE STREET LIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	11/2/2023	\$14.14	ITEM 52 1200 S 100 W GENERAL SERVICE-POND PUMP/AHLIN PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$15.08	ITEM 70 961 N 120 E STREET LIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	11/2/2023	\$15.90	ITEM 21 168 E 610 S BALL PARK CONCESSION STAND	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$16.72	ITEM 74 500 E MAIN ST CONTRACT METERED STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	11/2/2023	\$18.56	ITEM 19 398 N CHERRY LN EAST SIDE PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$20.46	ITEM 30 1431 SUMMIT RIDGE PWKY STREET LIGHT PEDESTAL	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	11/2/2023	\$20.57	ITEM 75 500 E MAIN ST STREET LIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	11/2/2023	\$20.91	ITEM 50 94 N HWY 198 LIGHTING	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	11/2/2023	\$21.94	ITEM 85 313 W 100 S RESTROOMS CENTENNIAL PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$22.31	ITEM 40 80 E 300 S VETERANS MONUMENT	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$25.28	ITEM 29 1390 SUMMIT RIDGE PKWY SPRINKLING SYSTEM	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	11/2/2023	\$29.52	ITEM 15 280 W 750 N CITY PARK	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	11/2/2023	\$30.06	ITEM 17 49 E MAIN ST AREA LIGHT	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$31.35	ITEM 43 451 E MAIN ST # SIGN	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	11/2/2023	\$34.30	ITEM 46 STREET LIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	11/2/2023	\$39.71	ITEM 71 1003 S RED CLIFF DR LIGHTING	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	11/2/2023	\$42.74	ITEM 49 290 W 800 N NORTH PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$48.72	ITEM 78 LIGHTING STRONG BOX	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	11/2/2023	\$61.71	ITEM 23 300 W 100 S BALL PARK LIGHTS	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$62.65	ITEM 7 392 N 200 W PUMP VAULT	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$63.78	ITEM 3 21 S CENTER ST CITY OWNED WELL	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$71.48	ITEM 45 400 E MAIN STREET CLOCK TOWER	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$88.21	ITEM 20 705 SUNSET DR SUNSET TRAILS PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$101.89	ITEM 79 GENERAL SERVICE PUMPSTATION	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	11/2/2023	\$144.19	ITEM 6 1005 S CENTER ST CHLORINATOR	5140273 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$153.40	ITEM 66 STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	11/2/2023	\$160.18	ITEM 83 STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	11/2/2023	\$198.21	ITEM 76 1100 S 145 W CITY CULINARY PUMP SITE	5140273 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$267.44	ITEM 60 250 S 450 W ARENACONCE UPGRADE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$285.01	ITEM 81 45 W 100 S CITY CENTER	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$300.28	ITEM 64 190 S 400 W PERM SVC FOR BLDG REMODEL	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$328.30	ITEM 27 98 S CENTER ST COMMERCIAL/CITY LIBRARY	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$417.17	ITEM 84 1592 SUMMIT RIDGE PKWY SPORTS COURT-FOOD STAND	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$469.04	ITEM 1 SPLIT 910 E 70 N EAST CULINARY WELL	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$469.05	ITEM 1 SPLIT 910 E 70 N EAST CULINARY WELL	5140273 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$1,064.88	ITEM 2 SPLIT SUMMIT RIDGE PKWY WATER PUMP	5140273 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$1,064.89	ITEM 2 SPLIT SUMMIT RIDGE PKWY WATER PUMP	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$1,111.31	ITEM 25 275 W MAIN ST GOVERNMENT BUILDING	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$1,784.53	ITEM 68 592 SUMMIT RIDGE PKWY SOCCER FIELD LIGHTING	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$2,670.18	ITEM 89 1800 MT VIEW PI BOOSTER PUMP STATION	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$2,673.30	ITEM 4 SPLIT 190 E 400 S NEW CULINARY WELL	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$2,673.30	ITEM 4 SPLIT190 E 400 S NEW CULINARY WELL	5140273 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$3,655.06	ITEM 88 CENTER ST & 1ST S NEW CITY HALL	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$3,731.81	ITEM 48 6650 W 13800 S HAYFIELD PUMP	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	11/2/2023	\$4,035.68	ITEM 32, 33, 35, 36, 37, 38 STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
		\$44,350.87		
ROCKY MOUNTAIN TURF - RMT EQUIPMENT - STAN BONHAM COMPANY	11/2/2023	\$265.50	Fork kit for grasshopper mower	1070250 - EQUIPMENT MAINTENANCE
RODRIGUEZ, RITA	10/19/2023	\$310.00	Bail Refund - Rodriguez	1022430 - COURT FINES AND FORFEITURES
RON GORDON TIRE PROS	11/2/2023	\$136.00	Trailer tire	1070300 - PARKS GROUNDS SUPPLIES
RON GORDON TIRE PROS	11/2/2023	\$513.40	Tires for cemetery trailer	1077300 - CEMETERY GROUNDS MAINTENANCE
		\$649.40		



SANTAQUIN CITY UTILITIES	10/27/2023	\$200.00	Cemetery	1022350 - UTILITIES PAYABLE
SANTAQUIN CITY UTILITIES	10/27/2023	\$765.00	Utilities	1022350 - UTILITIES PAYABLE
		\$965.00		
SEAT, DAVID & JANA	10/26/2023	-\$36.48	UNCLAIMED PROPERTY 10262023 A	1015800 - SUSPENSE
SELECTHEALTH, INC	11/2/2023	\$67,143.00	Health Insurance Premiums - November 2023	1022500 - HEALTH INSURANCE
SHAW, RYAN	10/19/2023	\$18.50	Witness Fee	1042310 - PROFESSIONAL & TECHNICAL
SHEPHERD, TROOPER SHAUN	11/2/2023	\$18.50	Witness Fee	1042310 - PROFESSIONAL & TECHNICAL
SHRED-IT US JV LLC	10/26/2023	\$432.70	Document Shredding Services	1043310 - PROFESSIONAL & TECHNICAL
SILVA, LORI	11/2/2023	\$22.26	Per Diem - Mileage for Court Training	1042230 - EDUCATION, TRAINING & TRAVEL
SMITH STEELWORKS, LLC	11/2/2023	\$3,360.00	Prospector View Park Benches	5740733 - PROSPECTOR VIEW PARK
SPANISH FORK BUILDERS SUPPLY	10/26/2023	\$191.92	Boards to cover line sets in Public Safety	1051300 - BUILDINGS & GROUND MAINTENANCE
SPRINKLER SUPPLY	11/2/2023	\$41.69	Chem-line feed repair	5240550 - WRF - EQUIPMENT MAINTENANCE
SPRINT SOLUTIONS, INC	10/19/2023	\$59.40	Jared's phone	1068280 - TELEPHONE
SPRINT SOLUTIONS, INC	10/19/2023	\$74.40	Gregg's phone	5240280 - TELEPHONE
		\$133.80		
STAPLES	11/2/2023	-\$54.39	Return Chair Mat	4140704-003 - NEW CITY HALL - FF&E
STAPLES	11/2/2023	-\$35.16	Return Chair Mat	4140704-003 - NEW CITY HALL - FF&E
STAPLES	11/2/2023	\$14.22	Yellow Note Pads	1043240 - SUPPLIES
STAPLES	11/2/2023	\$19.42	Copy Paper	1054240 - SUPPLIES
STAPLES	11/2/2023	\$19.42	Copy Paper	7657240 - FIRE - SUPPLIES
STAPLES	11/2/2023	\$20.97	Multi-Purpose Duster Spray	1042240 - SUPPLIES
STAPLES	11/2/2023	\$54.79	General Office Supplies	1043240 - SUPPLIES
STAPLES	11/2/2023	\$49.96	Chair Mat for New City Hall	4140704-003 - NEW CITY HALL - FF&E
		\$89.23		
STEVENS & GALEY	11/2/2023	\$72.00	Public Defender Services - Hernandez	1042310 - PROFESSIONAL & TECHNICAL
STEVENS & GALEY	11/2/2023	\$120.00	Public Defender Services - Guzman	1042310 - PROFESSIONAL & TECHNICAL
STEVENS & GALEY	11/2/2023	\$72.00	Public Defender Services - Ramirez	1042310 - PROFESSIONAL & TECHNICAL
		\$264.00		
THATCHER COMPANY	10/26/2023	\$5,912.98	T-chlor and acid for WRF	5240510 - WRF - CHEMICAL SUPPLIES
THATCHER COMPANY	10/26/2023	-\$250.00	Tote return	5240510 - WRF - CHEMICAL SUPPLIES
		\$5,662.98		
THE CLASSIC CAR WASH OF SANTAQUIN LLC	10/26/2023	\$14.40	September Car Washes for Building Inspection Vehicles	1068250 - EQUIPMENT MAINT
THE CLASSIC CAR WASH OF SANTAQUIN LLC	10/26/2023	\$150.00	Sept 2023 Car Wash	1054250 - EQUIPMENT MAINTENANCE
THE CLASSIC CAR WASH OF SANTAQUIN LLC	10/26/2023	\$40.80	Car Washes for city vehicles	5140240 - SUPPLIES
		\$205.20		
ULINE	10/26/2023	\$964.75	Archery Course Fencing	6840725 - YOUTH ENRICHMENT
ULINE	10/26/2023	-\$660.00	Refund on Archery Fencing	6640720 - RAP TAX EXPENSE
ULINE	11/2/2023	\$208.17	Archery Fencing	6640720 - RAP TAX EXPENSE
		\$512.92		
UTAH ANIMAL CONTROL OFFICERS ASSOCIATION C/O STEPHANIE WHITEHEAD	10/19/2023	\$300.00	Hurst ACO Conf. Registration	1054230 - EDUCATION, TRAINING & TRAVEL
UTAH ANIMAL CONTROL OFFICERS ASSOCIATION C/O STEPHANIE WHITEHEAD	10/19/2023	\$300.00	Shepherd ACO Conf. Registration	1054230 - EDUCATION, TRAINING & TRAVEL
		\$600.00		
UTAH COUNTY FIRE CHIEFS ASSOCIATION	10/19/2023	\$471.00	Utah County Fire Chiefs Membership and PulsePoint	7657210 - BOOKS, SUBSCRIPTIONS, MEMBERSHIPS
UTAH COUNTY LODGE #31	10/27/2023	\$198.00	FOP Dues (Ut County Lodge #31)	1022425 - FOP DUES
UTAH HOME FITNESS LLC	10/26/2023	\$577.40	rec building weight equipment	6640720 - RAP TAX EXPENSE

UTAH NSA SOFTBALL	10/26/2023	\$525.00	Adult Softball	6140670 - ADULT SPORTS
UTAH STATE DIVISION OF FINANCE	10/16/2023	\$4,519.02	Principal - 2011A-2 Sewer Revenue	522540.2 - 2011A-2 Sewer Revenue Bond repaid
UTAH STATE DIVISION OF FINANCE	10/16/2023	\$6,051.98	Interest - 2011A-2 Sewer Revenue	5240820 - DEBT SERVICE - INTEREST
		\$10,571.00		
UTAH STATE RETIREMENT	10/24/2023	\$19.98	401K - Tier 1 Parity	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	10/24/2023	\$101.05	Retirement	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	10/24/2023	\$131.85	401K	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	10/24/2023	\$5.00	Traditional IRA	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	10/24/2023	\$387.01	Retirement Loan Payment	1022325 - RETIREMENT LOAN PAYMENT
UTAH STATE RETIREMENT	10/24/2023	\$1,065.00	Roth IRA	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	10/24/2023	\$1,080.63	457	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	10/24/2023	\$1,140.86	401K - Tier 1 Parity	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	10/24/2023	\$5,036.67	401K	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	10/24/2023	\$25,713.61	Retirement	1022300 - RETIREMENT PAYABLE
		\$34,681.66		
UTAH STATE TAX COMMISSION	10/31/2023	\$110.69	State Income Tax	1022230 - STATE WITHHOLDING PAYABLE
UTAH STATE TAX COMMISSION	10/31/2023	\$7,230.82	State Income Tax	1022230 - STATE WITHHOLDING PAYABLE
UTAH STATE TAX COMMISSION	10/31/2023	\$7,316.92	State Income Tax	1022230 - STATE WITHHOLDING PAYABLE
UTAH STATE TAX COMMISSION	10/27/2023	\$2.18	Quarterly Taxes on Mug/Shirt Sales @ 7.25% from 7-23 to 9-23	1038940 - POLICE - SHIRT SALES
UTAH STATE TAX COMMISSION	10/27/2023	\$5.58	Quarterly Taxes on Library Book Sales @ 7.25% from 7-23 to 9-23	7238810 - MISC.- BOOK SALES
UTAH STATE TAX COMMISSION	10/27/2023	\$6.63	Quarterly Taxes on Gift Shop Sales @ 7.25% from 7-23 to 9-23	6338910 - GIFT SHOP
UTAH STATE TAX COMMISSION	10/27/2023	\$6.63	Quarterly Taxes on Library Book Sales @ 7.25% from 7-23 to 9-23	7238800 - MISC.-FINES/COPIES/SALES/DONAT
UTAH STATE TAX COMMISSION	10/27/2023	\$66.24	Quarterly Taxes on Library Fund Raiser @ 7.25% from 7-23 to 9-23	7238300 - LIBRARY BOARD FUND RAISERS
UTAH STATE TAX COMMISSION	10/27/2023	\$134.69	Quarterly Taxes on Snack Shack Sales @ 3% from 7-23 to 9-23	6134200 - SNACK SHACK PROCEEDS
		\$14,880.38		
UTAH STATE TREASURER	10/26/2023	\$25.58	Unclaimed Property sent to State - Allred	1015800 - SUSPENSE
UTAH STATE TREASURER	10/26/2023	\$43.42	Unclaimed Property Sent to State - Schmidt/Brester	1015800 - SUSPENSE
UTAH STATE TREASURER	10/26/2023	\$36.48	Unclaimed Property sent to State - Seat	1015800 - SUSPENSE
		\$105.48		
UTAH VALLEY UNIVERSITY	10/19/2023	\$80.00	M Kilner Certifications	7657230 - FIRE - EDUCATION, TRAINING & TRAVEL
VERIZON WIRELESS	11/2/2023	\$515.02	Police Phones	1054280 - TELEPHONE
VERIZON WIRELESS	11/2/2023	\$680.43	Police Jetpacks	1054340 - CENTRAL DISPATCH FEES
VERIZON WIRELESS	11/2/2023	\$230.33	Fire/EMS Telephone	7657280 - TELEPHONE
VERIZON WIRELESS	11/2/2023	\$120.05	Comm Dev Jetpacks	1068280 - TELEPHONE
VERIZON WIRELESS	11/2/2023	\$40.01	GPS Data Collector	1048280 - TELEPHONE
VERIZON WIRELESS	11/2/2023	\$212.91	Pub Works PI Monitors	5140240 - SUPPLIES
VERIZON WIRELESS	11/2/2023	\$58.99	Amalie Ottley Phone	1043280 - TELEPHONE
VERIZON WIRELESS	11/2/2023	\$58.99	Gregg Hiatt Phone	5240280 - TELEPHONE
		\$1,916.73		
VERONICA JACKSON (RENTAL) +	11/2/2023	\$19.62	Refund: 6209632 - VERONICA JACKSON (RENTAL) +	5113110 - ACCOUNTS RECEIVABLE
VICTOR, AMANDA	11/2/2023	\$38.64	Supply Bins	6740240 - SUPPLIES
VICTOR, AMANDA	11/2/2023	\$126.02	Spooky Night at Museum Supplies	6340240 - SUPPLIES
		\$164.66		
VICTORY CHEER UNIFORMS, LLC	10/19/2023	\$3,569.02	cheer uniforms	6840807 - TUMBLING/GYMNASTICS
VISIONARY HOMES	11/2/2023	\$680.30	Refund overcharge on sewer impact fee for building permit number SQ23-000265	5638800 - IMPACT FEES
WALL CONSULTANT GROUP	10/19/2023	\$12,715.00	Progress payment on MAG funded grid newtwork study.	4540210 - PROFESSIONAL SERVICES
WALMART BRC - GE CAPITAL RETAIL BANK	11/2/2023	\$700.53	Senior Food	7540480 - FOOD
WAXIE SANITARY SUPPLY	10/26/2023	\$82.99	Cleaning Tools	4140704-003 - NEW CITY HALL - FF&E
WAXIE SANITARY SUPPLY	10/26/2023	\$85.47	cleaning supplies	1051240 - SUPPLIES
		\$168.46		

WHEELER CAT - WHEELER MACHINERY CO	10/19/2023	\$726.52	Lift Station Emergency Generator PM	5240250 - EQUIPMENT MAINTENANCE
WHEELER CAT - WHEELER MACHINERY CO	11/2/2023	\$907.75	Track Hoe Rental (overflow channel rehab)	1060360 - EQUIPMENT RENTAL
WHEELER CAT - WHEELER MACHINERY CO	11/2/2023	\$907.75	Track Hoe Rental (overflow channel rehab)	5140360 - EQUIPMENT RENTAL
WHEELER CAT - WHEELER MACHINERY CO	11/2/2023	\$907.75	Track Hoe Rental (overflow channel rehab)	5240360 - EQUIPMENT RENTAL
WHEELER CAT - WHEELER MACHINERY CO	11/2/2023	\$907.75	Track Hoe Rental (overflow channel rehab)	5440360 - EQUIPMENT RENTAL
		\$4,357.52		
WPA ARCHITECTURE, PC	10/19/2023	\$3,996.00	Progress payment for architectural services during construction.	4140704-002 - NEW CITY HALL - ARCHITECTURAL SERVICES
WPA ARCHITECTURE, PC	10/19/2023	\$350.00	Progress payment of architectural services for new fire station 142	5840725 - STATION 142 PROJECT
		\$4,346.00		
ZIONS BANK-CASH	10/19/2023	\$75.00	Spooky Night at the Museum Petty Cash	6340240 - SUPPLIES
ZIONS FIRST NATIONAL BANK	10/26/2023	\$71,665.00	Interest - 2020 Sales Tax Revenue Bonds	1089820 - DEBT SERVICE INTEREST - 2020 Sales Tax Rev Bonds
ZIONS FIRST NATIONAL BANK	10/26/2023	-\$1,772.84	Less Cash on Hand as of 10/12/2023	1089820 - DEBT SERVICE INTEREST - 2020 Sales Tax Rev Bonds
ZIONS FIRST NATIONAL BANK	10/26/2023	\$250.00	Paying Agent Fees - Sales Tax Rev Bond (City Hall)	1089830 - DEBT SERVICE AGENT FEES - 2020 Sales Tax Rev Bonds
		\$70,142.16		
<b>TOTAL:</b>		<b>\$1,257,276.91</b>		



**October 2023**

# Volunteer

of the month



**Sara Olson**

**Thank You For Your Service!**

# MEMO



To: Mayor Olson and City Council

From: Ryan Harris, Senior Planner

Date: November 3, 2023

Re: **Updating the Subdivision Review Process in Santaquin City Code to Meet State Code Requirements and Senate Bill 174.**

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It is proposed that the City Council consider amending language related to the subdivision review process. In the past legislative session, Senate Bill 174 was passed. Part of this bill created a standard subdivision review process that all cities must follow. The bill requires all cities to update their subdivision review process to match State Code requirements.

There are several things that will be changing in the subdivision review process. Some of the major changes are listed below.

- Cities can no longer require a concept plan. An applicant can request a pre-application meeting where staff can give feedback to the developer. The city must have the pre-application meeting within 15 days of the request.
- The City Council is no longer allowed to be part of the subdivision review process. Currently, the City Council is the land use authority for preliminary plans. This code amendment removes the Council from the standard subdivision review process. The City Council will still approve agreements, PUD's, special exceptions, etc., but will not be part of the subdivision approval process.
- Subdivision reviews will go through the following process. Preliminary plans will be reviewed by the Development Review Committee (DRC). DRC will forward a recommendation to the Planning Commission. The Planning Commission will be the land use authority for preliminary plans. Final plans will be reviewed by the DRC and the DRC will be the land use authority for final plans.
- There is no longer a streamlined process for subdivisions that have 3-lots or less. Senate Bill 174 has streamlined the subdivision process. All subdivisions will be required to follow the process above.
- The subdivision review process is explained in several parts of Santaquin City Code. The proposed ordinance deletes them and put the subdivision review process in one section.

There are additional changes that have been made but the ones above are the major changes. The ordinance attached meets the requirements of Senate Bill 174.

The Planning Commission reviewed the proposal and provided the following recommendation:

**Motion:** Commissioner Lance made a motion to recommend approval of the proposed code amendment as presented which amends the subdivision review process to meet state requirements. Commissioner Nixon seconded the motion.

Commissioner Wood, Yes; Commissioner Lance, Yes; Commissioner Hoffman, Yes;  
Commissioner Nixon, Yes; Commissioner Weight, Yes; Commissioner Romero, Yes;  
Commissioner Moak, Yes The motion was unanimously approved.

**Motion:** “Motion to adopt Ordinance No. 11-01-2023 which amends the subdivision review process in Santaquin City Code to meet the requirements in Senate Bill 174 and State Code.”

**ATTACHMENT:**

1. Ordinance 11-01-2023

## ORDINANCE NO. 11-01-2023

**AN ORDINANCE AMENDING SANTAQUIN CITY CODE TO UPDATE THE SUBDIVISION REVIEW PROCESS TO MEET STATE CODE REQUIREMENTS, 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 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 State Legislature passed Senate Bill 174 that requires a standard subdivision review process of all municipalities; and

**WHEREAS**, the City Council desires to amend Santaquin City Code to meet the requirements of Senate Bill 174; and

**WHEREAS**, the Santaquin City Planning Commission held a public hearing on October 24, 2023, 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 2 Chapter 04 Section 080 is amended as follows:** (underlined text is added, stricken text is deleted)

#### **2.04.080 POWERS AND DUTIES**

The ~~p~~lanning ~~e~~Commission shall:

- A. Prepare and recommend a general plan and amendments to the general plan to the legislative body as provided in the Utah Code ~~§§ 10-9-301 to 10-9-307~~
- B. Recommend zoning ordinances and maps, and amendments to zoning ordinances and maps, to the legislative body as provided by the Utah Code ~~§§ 10-9-401 to 10-9-409~~
- C. Administer provisions of the zoning ordinance, where specifically provided for in the zoning ordinance adopted by the legislative body.
- D. Recommend subdivision regulations and amendments to those regulations to the legislative body as provided for in the Utah Code ~~§§ 10-9-801 to 10-9-811~~
- E. ~~Recommend approval~~ Approve or ~~denial~~ deny of preliminary subdivision applications. ~~as provided for in the Utah Code §§ 10-9-801 to 10-9-811~~
- F. Advise the legislative body on matters as the legislative body directs.

- G. Hear or decide any matters that the legislative body designates, which may include the approval or denial of, or recommendations to approve or deny conditional use permits.
- H. Exercise any other powers that are necessary to enable it to perform its function or delegated to it by the legislative body.

**Title 2 Chapter 32 Section 050 is amended as follows:** (underlined text is added, stricken text is deleted)

### **2.32.050 POWERS AND DUTIES**

The Development Review Committee shall:

- B. Review preliminary plats to ensure compliance with City ordinances, laws, and regulations, and to make recommendations to the Planning Commission ~~and City Council~~ concerning the approval of the same.

**Title 10 Chapter 20 Section 140 is amended as follows:** (underlined text is added, stricken text is deleted)

### **10.20.140 PLANNED COMMUNITY ZONE**

- H. Submission And Approval Requirements: ~~Project approvals required by the city, according to SCC 10.68, to comply with this section shall be submitted and reviewed by city bodies in accordance with city subdivision and site plan review procedures. Any submittal requirements under this zone, which are above and beyond the city's typical application standards, shall still apply. The subdivision review process for this zone shall be in accordance with SCC 11.20.020 and the site plan review process shall be in accordance with SCC 10.68.060~~
- I. Preliminary Plans And Documents:
  - 1. Preliminary Plan: The developer shall prepare a preliminary plan and shall submit five (5) twenty four inch by thirty six inch (24" x 36") copies and ten (10) eleven inch by seventeen inch (11" x 17") copies of the plan to the ~~p~~Planning ~~e~~Commission for approval. The plan must be submitted at least forty five (45) days prior to the meeting of the ~~p~~Planning ~~e~~Commission at which the plan will be considered. The preliminary plan shall be drawn to a scale not smaller than one inch to one hundred feet (1":100'), or as recommended by the ~~p~~Planning ~~e~~Commission. The plan shall show the following information:
    - w. Any other information the ~~e~~City ~~e~~Engineer, ~~e~~City ~~p~~Planner, ~~d~~Development ~~r~~Review ~~e~~Committee, or ~~p~~Planning ~~e~~Commission; or city council may determine necessary relating to the particular site of the proposed project.
- ~~K. Planning Commission Action: Upon presentation of the preliminary plan and documents, the planning commission shall either recommend approval of them as submitted, recommend approval of them with conditions, or may refer them back to the developer for one or more of the following reasons:~~
  - ~~1. If the project is determined to be inconsistent with this title or the general plan;~~
  - ~~2. The planning commission requires that certain specific changes be made within the plans;~~
  - ~~3. The plans or documents are not complete; and/or~~
  - ~~4. The fees have not been paid in full by the applicant.~~

~~The planning commission may impose such conditions on preliminary development plans as it may deem appropriate to meet the goals and objectives of this section. The planning commission may disapprove plans which are found to be~~



~~deficient in meeting the intent of these provisions. Any such disapproval may be appealed to the city council within ten (10) days after the decision of the planning commission.~~

- ~~L. Recommendation Of The Preliminary Plan To The City Council: Upon approval of the preliminary plans, the planning commission shall recommend the plans to the city council and recommend that a public hearing be held.~~
- ~~M. Public Hearing: After receiving notice of planning commission approval of the preliminary plans, the city council shall set and hold a public hearing to consider approval of the project. The hearing shall be completed as set forth in the Utah state code.~~
- ~~N. Time Limit From Preliminary Plan Approval: Any failure to submit a final development plan within one year of receiving preliminary approval for the development plans by the city council shall terminate all proceedings and render the preliminary plan null and void.~~
- ~~O. Final Plat: Final plats shall be reviewed in accordance with city subdivision review procedures.~~

**Title 10 Chapter 20 Section 160 is amended as follows:** (underlined text is added, stricken text is deleted)

#### **10.20.160      LARGE SCALE DEVELOPMENTS**

- J. Submission And Approval Requirements: ~~Development within this zone shall be in accordance with city subdivision and site plan review procedures. Any submittal requirements under this zone, which are above and beyond the city's typical application standards, shall still apply.~~ The subdivision review process in this zone shall be in accordance with SCC 11.20.020 and the site plan review process shall be in accordance with SCC 10.68.060
- C. Preliminary Plans And Documents:
  - 3. Preliminary Plan: Upon approval of the vicinity plan by the ~~p~~Planning ~~e~~Commission, the developer shall then prepare a preliminary plan and shall submit five (5) twenty four inch by thirty six inch (24" x 36") copies and ten (10) eleven inch by seventeen inch (11" x 17") copies of the plan to the ~~p~~Planning ~~e~~Commission for approval. The plan must be submitted at least forty five (45) days prior to the meeting of the ~~p~~Planning ~~e~~Commission at which the plan will be considered. The preliminary plan shall be drawn to a scale not smaller than one inch to one hundred feet (1":100'), or as recommended by the ~~p~~Planning ~~e~~Commission. The plan shall show the following information:
    - w. Any other information the ~~e~~City ~~e~~Engineer, ~~e~~City ~~p~~Planner, ~~d~~Development ~~r~~Review ~~e~~Committee, or ~~p~~Planning ~~e~~Commission, or city council may determine necessary relating to the particular site of the proposed project.
- G. ~~Planning Commission Action: Upon presentation of the preliminary plan and documents, the planning commission shall either recommend approval of the plan as submitted, recommend approval of the plan with conditions, or may refer them back to the developer for one or more of the following reasons:~~
  - ~~G. If the project is determined to be inconsistent with this title or the general plan.~~
  - ~~H. The planning commission requires that certain specific changes be made within the plans.~~
  - ~~I. The plans or documents are not complete.~~
  - ~~J. The fees have not been paid in full by the applicant.~~

~~The planning commission may impose conditions on preliminary development plans as it may deem appropriate to meet the goals and objectives of this section. The planning commission may disapprove a large scale development which is found to be deficient in meeting the intent of these provisions. Any such disapproval may be appealed to the city council within ten (10) days after the decision of the planning commission.~~

- ~~H. Recommendation Of The Preliminary Plan To The City Council: Upon approval of the preliminary plan of a large scale development, with conditions if necessary, the planning commission shall recommend the plan to the city council and recommend that a public hearing be held.~~
- ~~I. Public Hearing: After receiving notice of planning commission approval of the preliminary plans, the city council shall set and hold a public hearing to consider approval of the project. The hearing shall be completed as set forth in the Utah state code.~~
- ~~J. Time Limit From Preliminary Plan Approval: Any failure to submit a final development plan within one year of receiving preliminary approval for the development plans by the city council shall terminate all proceedings and render the preliminary plan null and void.~~
- ~~K. Final Plat: Final plats shall be reviewed in accordance with city subdivision review procedures~~
- ~~L. Duration Of Bond Or Escrow: The duration of the bond or escrow account shall be for two (2) years from the date of final approval of the development by the city council. An extension of time may be granted by the city council for a period of six (6) months provided such application for extension is submitted at least thirty (30) days prior to the expiration of the bond or escrow account. Said bond or escrow account shall be for security only and shall not replace the responsibility, or liability, of the developer for the completion of subdivision improvements.~~

**Title 10 Chapter 20 Section 170 is amended as follows:** (underlined text is added, stricken text is deleted)

#### **10.20.170 PLANNED UNIT DEVELOPMENT (PUD)**

- ~~E. Density Bonuses: An applicant for a PUD is eligible for a density bonus based on additional amenities provided in the project approval. Density in excess of the base density may be considered for projects which satisfy the requirements of one or more of the density bonus amenities listed below:~~
  - ~~1. Base Density: For purposes of this section, the base density for a development shall be based upon a yield plan prepared by the developer. Yield plans are to be reviewed by the eCommunity dDevelopment dDirector and pPlanning eCommission as part of development concept review the PUD designation proposal and be finalized prior to a recommendation on the development for PUD designation to the eCity eCouncil. The resulting yield plan shall represent the total number of base units appropriate for the development site. Yield plans are to be prepared under the following requirements:~~
- ~~G. Coordination Of PUD Application With Subdivision Approval: It is the intent of these regulations that subdivision review be carried out simultaneously with the review of the proposed PUD. The proposed PUD designation shall receive approval by the City Council before the subdivision review process can begin. If approved by the eCity, a PUD with mixed uses will not be considered a spot zone.~~

**Title 10 Chapter 68 Section 110 is amended as follows:** (underlined text is added, stricken text is deleted)

**10.68.110 PUBLIC NOTIFICATION OF LAND USE APPLICATIONS**

1. State Requirements:

1. Land use applications requiring notice to the public according to state law<sup>1</sup> include the following:

<b>Land Use Application Type</b>	<b>Local Notice Period (Calendar Days)</b>
General plan adoption and amendments	10
Adoption or modification of land use ordinances	10
Rezoning or zoning map change	10
Code amendment of land use ordinance	10
<del>Subdivisions (preliminary plats)</del>	<del>10</del>
Plat amendments, vacation or alteration	10
<del>Subdivision of less than 10 lots</del>	<del>10</del>
<del>Amendment to a subdivision</del>	<del>10</del>
Street, right of way or easement vacations or closures	10
<del>Development of multi-unit residential, commercial or industrial projects</del>	<del>10</del>
Others as required by local authority	See paragraph B, "Local Requirements"

2. Local Requirements:

1. In addition to the state requirements listed above, the following land use applications are to be noticed to adjacent property owners prior to the first public hearing on the application:

<b>Land Use Application Type</b>	<b>Local Notice Period Before First Hearing (Calendar Days)</b>
----------------------------------	---

Applications to be reviewed by the city's appeal authority	10
Conditional use permit or special exemption	10
Home occupation permit	10
Planned unit- <del>or multi-family</del> developments	10
<del>Subdivisions, including plat amendments, infill development or lot splits</del>	<del>10</del>
Variances	10
Others where the city determines that a compelling, countervailing public interest is present	10

**Title 10 Chapter 68 Section 050 is repealed:** (underlined text is added, stricken text is deleted)

#### **10.68.050 SUBDIVISION REVIEW PROCESS**

~~Proposed developments consisting of subdivisions, condominiums, PUDs, etc., shall have the appropriate recording documents (i.e., legal descriptions, plats, CC&Rs, etc.) reviewed under the process illustrated in SCC 10.68.130, exhibits B-1 and B-2 prior to such subdivision, condominium conversion, etc., being recorded and taking effect.~~

**Title 10 Chapter 68 Section 120 is amended as follows:** (underlined text is added, stricken text is deleted)

#### **10.68.120 DEVELOPMENT APPLICATION REQUIREMENTS**

All development proposals shall include the appropriate city approved application forms; required information listed on such forms, and required fees prior to city review of the proposal. These forms include the following:

Site development review application - concept.

Site development review application.

~~Subdivision or condominium review application – concept.~~

Subdivision or condominium review application - preliminary.

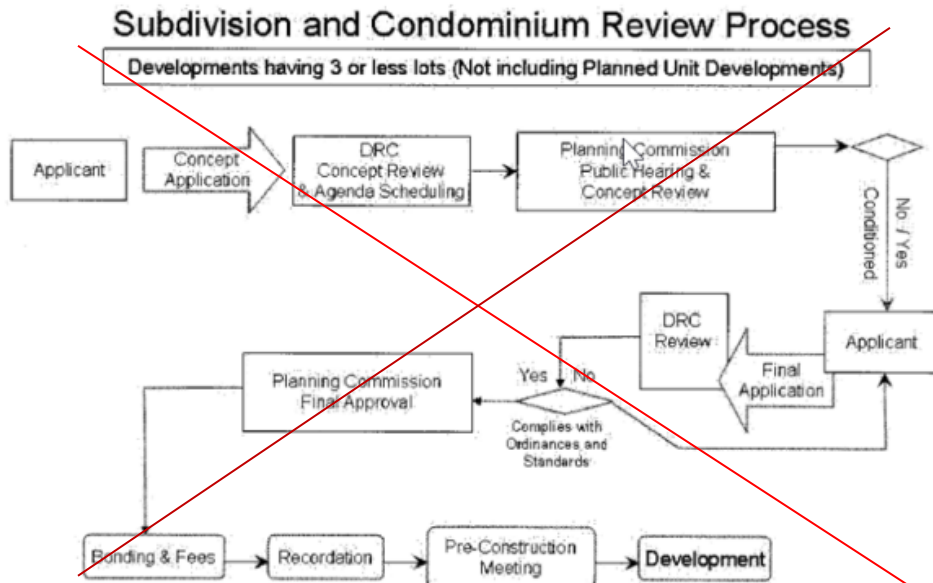
Subdivision or condominium review application - final.

~~Complete applications or resubmittals for development proposals shall be submitted at least fourteen (14) days prior to the applicable public meeting. The Community Development Director and City Engineer may recommend that an application or resubmittal be on an agenda earlier than fourteen (14) days if they find that the submitted materials are ready for review by a public body. Applicants are encouraged to meet with city staff prior to submittal to discuss development concerns, required materials, review time frames and development options.~~

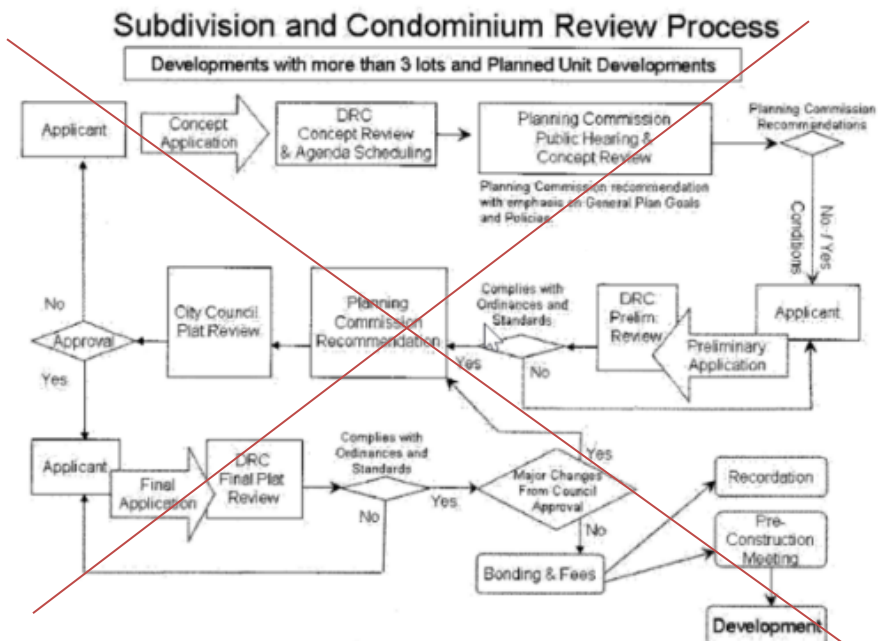
**Title 10 Chapter 68 Section 130 is amended as follows:** (underlined text is added, stricken text is deleted)

## 10.68.130 DEVELOPMENT PROCESS EXHIBITS

### EXHIBIT B-1



### EXHIBIT B-2



**Title 11 Chapter 04 Section 040 is repealed:** (underlined text is added, stricken text is deleted)

#### **11.04.040 EXEMPTIONS**

~~In subdivisions of three (3) lots or less, land may be subdivided as permitted under SCC 10.68.130. Such a subdivision shall be eligible for approval, if all zoning and other ordinance requirements and regulations are met, by decision of the planning commission.~~

**Title 11 Chapter 08 Section 020 is amended as follows:** (underlined text is added, stricken text is deleted)

#### **11.08.020 TERMS DEFINED - SUBDIVISION REGULATIONS**

ADMINISTRATIVE LAND USE AUTHORITY: An individual, board, or commission, appointed or employed by the City, including the staff or the planning commission.

REVIEW CYCLE: The occurrence of:

- A. The applicant's submittal of a complete subdivision land use application;
- B. The City's review of that subdivision land use application;
- C. The City's response to that subdivision land use application, in accordance with this section; and
- D. The applicant's reply to the City's response that addresses each of the municipality's required modifications or requests for additional information.

SUBDIVISION: ~~The act or the result of the division of any tract or parcel of land, by a person into three (3) or more lots, whether for immediate sale, future sale, or development. Any land that is divided, resubdivided, or proposed to be divided into two or more lots or other division of land for the purpose, whether immediate or future, for offer, sale, lease, or development either on the installment plan or upon any and all other plans, terms, and conditions.~~

SUBDIVISION IMPROVEMENT PLANS: The civil engineering plans associated with required infrastructure and municipally controlled utilities required for a subdivision.

SUBDIVISION ORDINANCE REVIEW: Review by the City to verify that a subdivision land use application meets the criteria of the City's subdivision ordinances.

**Title 11 Chapter 16 Section 120 is amended as follows:** (underlined text is added, stricken text is deleted)

#### **11.16.120 PHASING**

~~All residential subdivisions with more than ten (10) lots, parcels, or units shall include a phasing plan which specifies the timing of public improvements and residential construction. This plan must be submitted to the planning commission at concept review.~~ Phasing plans shall be submitted with the preliminary application. The phasing plan shall include the number of units or parcels to be developed in each phase, the approximate timing of each phase, the timing on construction of public improvements, and subdivision amenities to serve each phase whether on or off site and the relationship between the public improvements in the current subdivision and contiguous land previously subdivided. A developer may request a revision of the phasing plan which may be necessary due to conditions such as changing market conditions, inclement weather, or other factors.

**Title 11 Chapter 20 Section 020 is amended as follows:** (underlined text is added, stricken text is deleted)

**11.20.020 ~~NECESSITY OF SUBDIVISION PLAT APPROVAL~~ SUBDIVISION REVIEW PROCESS**

~~Any division of real property located within the City of Santaquin which conforms to the definition of a "subdivision", as set forth in this Code, is subject to the terms of this title and the applicant therefore must obtain the approval of the City before said division may be recorded at the County Recorder's Office.~~

~~Subdivisions which have a total of three (3) lots or less may be reviewed under a streamlined process and approved by the City's Land Use Authority without a plat under the following circumstances:~~

- ~~A. Proper notice of the subdivision was given in accordance with City noticing requirements.~~
- ~~B. The proposed subdivision is not traversed by the mapped lines of a proposed street as shown in the General Plan and does not require the dedication of any land for street or other public purposes.~~
- ~~C. The proposed subdivision does not exceed capacity of and complies with the water and sewer systems of the City.~~
- ~~D. The proposed subdivision conforms to all applicable land use ordinances or has properly received a variance, conditional use permit, and/or special exception where required by City ordinances.~~

A. Applicability.

- a. Any division of real property located within the City of Santaquin which conforms to the definition of a "subdivision", as set forth SCC 11.08.020, is subject to the terms of this Section and the applicant therefore must obtain the approval of the City before said division may be recorded at the County Recorder's Office.
- b. This chapter does not apply to land use regulations adopted, approved, or agreed upon by the City Council exercising land use authority in the review of land use applications for zoning or other land use regulations approvals.

B. Process for a Pre-Application Meeting.

- a. If an applicant requests a pre-application meeting, Santaquin City shall, within 15 days after the request, schedule the meeting to review the concept plan and give initial feedback.
- b. At the pre-application meeting, the municipal staff shall provide or have available on the municipal website the following:
  - a. Copies of applicable land use regulations;
  - b. A complete list of standards required for the project;
  - c. Preliminary and final applications checklists; and
  - d. Feedback on the concept plan.

C. Approval Process and Administrative Land Use Authority for Preliminary and Final Subdivision Applications.

1. Preliminary Subdivision Applications

- a. Preliminary Subdivision Applications will be reviewed by the Development Review Committee. The Development Review Committee can forward a recommendation to the Planning Commission or table the application. Once a recommendation is forwarded, the Planning Commission will review the application. Santaquin City hereby designates the Planning Commission as the land use authority for preliminary subdivision applications.



2. Final Subdivision Applications
  - a. Final Subdivision Applications will be reviewed by the Development Review Committee. Santaquin City hereby designates the Development Review Committee as the land use authority for final subdivision applications.
- D. Preliminary and Final Subdivision Application Requirements
  1. Preliminary subdivision applications shall follow the requirement in SCC 11.20.040.
  2. Final subdivision applications shall follow the requirements in SCC 11.20.050
- E. Specific Review Cycle Process for Review of Preliminary Plans and Final Applications
  1. Santaquin City shall not require more than 4 review cycles for a preliminary subdivision application and a final subdivision application.
    - a. Subject to Subsection (E)(1)(b), unless the change or correction is necessitated by the applicant's adjustment to a plan set or an update to a phasing plan that adjusts the infrastructure needed for the specific development, a change or correction not addressed or referenced in a municipality's plan review is waived.
    - b. A modification or correction necessary to protect public health and safety or to enforce state or federal law may not be waived.
  2. Submittal Review Time for Preliminary and Final Applications.
    - a. Preliminary Application Review Time.
      - (1) No later than 15 business days after the day on which an applicant submits a complete application, the City shall complete a review of the applicant's preliminary subdivision land use application.
    - b. Final Application Review Time.
      - (1) No later than 20 business days after the day on which an applicant submits a complete application, the City shall complete a review of the applicant's final subdivision land use application.
  3. In reviewing the preliminary and final subdivision applications, the City may require:
    - a. Additional information relating to an applicant's plans to ensure compliance with municipal ordinances and approved standards and specifications for construction of public improvements; and
    - b. Modifications to plans that do not meet current ordinances, applicable standards or specifications, or do not contain complete information.
  4. The City's request for additional information or modifications to plans shall be specific and include citations to all City ordinances, standards, or specifications that require the modifications to plans, and shall be logged in an index of requested modifications or additions.
  5. In addition to revised plans, an applicant shall provide a written explanation in response to the City' review comments, identifying and explaining the applicant's revisions and reasons for declining to make revisions, if any.
    - a. The applicant's written explanation shall be comprehensive and specific, including citations to applicable standards and ordinances for the design and an index of requested revisions or additions for each required correction.



- b. If an applicant fails to address a review comment in the response, the review cycle is not complete and the subsequent review cycle by the City may not begin until all comments are addressed.
- 6. If an applicant makes a material change to a plan set, the City has the discretion to restart the review process at the first review of the final application, but only with respect to the portion of the plan set that the material change substantively effects.
- 7. If an applicant does not submit a revised plan within 20 business days after the City requires a modification or correction, the City shall have an additional 20 business days to respond to the plans.
- 8. After the applicant has responded to the final review cycle, and the applicant has complied with each modification requested in the municipality's previous review cycle, the municipality may not require additional revisions if the applicant has not materially changed the plan, other than changes that were in response to requested modifications or corrections.
- 9. If, on the fourth or final review, the City fails to respond within 20 business days, the City shall, upon request of the property owner, and within 10 business days after the day on which the request is received:
  - a. For a dispute arising from the subdivision improvement plans, assemble an appeal panel in accordance with Utah Code § 10-9a-508(5)(d) et seq. to review and approve or deny the final revised set of plans. Unless otherwise agreed by the applicant and the municipality, the panel shall consist of the following three experts:
    - (1) One licensed engineer, designated by the City;
    - (2) One licensed engineer, designated by the land use applicant; and
    - (3) One licensed engineer, agreed upon and designated by the two designated engineers as appointed in subsection (E)(11)(a)(1) and (2).
  - b. A member of the panel assembled by the City may not have an interest in the application that is the subject of the appeal.
  - c. The land use applicant shall pay:
    - (1) 50% of the cost of the panel; and
    - (2) The City's published appeal fee.; or
  - d. For a dispute arising from the subdivision ordinance review, advise the applicant, in writing, of the deficiency in the application and of the right to appeal the determination to a designated appeal authority.

**Title 11 Chapter 20 Section 030 is repealed:** (underlined text is added, stricken text is deleted)

#### **11.20.030 CONCEPT PLAN REVIEW**

- ~~A. Required: Prior to submitting a preliminary plat, a subdivider shall submit a concept plan of a proposed subdivision in which the proposed subdivision is sufficiently depicted to enable staff and the Planning Commission to determine whether the proposed subdivision complies with the basic intent of the City's zoning title, General Plan, Roads Master Plan, Parks, Recreation, and Open Space Master Plan, and services. Review and recommendation of a concept plan shall not constitute an approval of any kind. Concept plan submittals may be required by the City prior to the annexation of property if development is anticipated or planned thereon.~~

~~B. Documents And Information Required For Submittal: Prior to concept review, a subdivider shall provide to the Community Development Department the following documents and information:~~

- ~~1. Payment of all required concept application fees, which shall be in the amount listed in the fee schedule in effect at the time of the individual application submittal, as adopted by resolution of the City Council;~~
- ~~2. Completed development concept application forms and supporting information required therewith;~~
- ~~3. Completed application to appear before the planning commission for concept review; and~~
- ~~4. Public notification materials as outlined in the notification procedures of this code.~~

**Title 11 Chapter 20 Section 040 is amended as follows:** (underlined text is added, stricken text is deleted)

**11.20.040 ~~PRELIMINARY DEVELOPMENT PLANS~~APPLICATION REQUIREMENTS FOR PRELIMINARY PLANS**

~~A. Required: Preliminary approval of development plans shall be required of all subdivision applications prior to the submission of a plat and plans for said subdivision.~~

~~B. Documents And Information Required For Submittal: The subdivider shall provide to the community development department not later than the time a subdivision plat and plans are submitted for preliminary approval the following documents and information:~~

- ~~1. Payment of all required preliminary application fees, which shall be in the amount listed in the fee schedule in effect at the time of the individual application submittal, as adopted by resolution of the city council;~~
- ~~2. A report of determination of the ability of the city's water system to deliver one thousand (1,000) gallons per minute fire flow at each fire hydrant within the subdivision while maintaining the minimum water pressure standards as outlined in the Utah administrative code for public water systems;~~
- ~~3. Completed preliminary subdivision application forms and supporting information required therewith;~~
- ~~4. Completed application to appear before the development review committee for preliminary subdivision review. Similar application forms for planning commission or city council review may be submitted following development review committee final review and are required to be eligible for planning commission and city council final review and approval;~~
- ~~5. Where the land contained within a subdivision includes two (2) or more parcels in separate ownership, a signed, written agreement between the property owners shall be submitted to the community development department as a part of the subdivision's preliminary submittal. This agreement shall detail any arrangement, or lack thereof, between the property owners with regards to the proposed subdivision; and~~

A. Preliminary Subdivision Application.

1. For the applicant to have a complete application, all required items in the preliminary subdivision checklist shall be submitted. The preliminary subdivision checklist can be found on the City's website or at the Community Development Office.

2. The Zoning Administrator and the City Engineer will review the submittal to determine if a complete application has been submitted. This review shall be completed within five (5) business days. If items are missing, the City shall let the applicant know about the required items that are missing. If it is determined that a complete application was submitted, the review cycle will start the day the plans were submitted.

~~6.B.~~ In addition, the following documents and approvals will be required prior to preliminary subdivision submittal when applicable:

1. Zone Change: All required or anticipated changes to existing zoning district boundaries or zoning classifications shall have been approved or be pending;
2. Agreements With Adjacent Owners: Copies of any and all agreements, as requested by the city, with the owners of any property adjacent to a proposed subdivision; and
3. Traffic Impact Studies (TIS): An adequate number of copies of a completed TIS, as requested by the community development department, prepared in compliance with SCC 11.16.080.

**Title 11 Chapter 20 Section 050 is amended as follows:** (underlined text is added, stricken text is deleted)

**11.20.050 ~~FINAL PLAT AND PLANS~~ APPLICATION REQUIREMENTS FOR FINAL PLANS**

- ~~A. Required: After approval of the preliminary plans, a final plat and plans of the subdivision covering all or part of an approved preliminary plan area may be prepared and submitted to the community development department by the subdivider. The final plat and plans shall be prepared by a licensed surveyor and/or engineer, not in the employ of the city as the city engineer or any firm providing engineering services to the city by means of contract, in conformance with all applicable preparation standards. Final subdivision plats and plan approvals shall be required prior to the recording of any subdivision plat with the county recorder's office, as applicable.~~
- ~~B. Documents, Information And Fees Required For Submittal: The following documents and information shall be submitted for final approval of all subdivision plats and plans:~~
- ~~1. Payment of all required final application fees, including recording fees, in the amount listed in the fee schedule in effect at the time of the individual application submittal, as adopted by resolution of the city council and which may be changed from time to time as the city council deems necessary;~~
  - ~~2. Completed final subdivision application forms and all required supporting information required therewith;~~
  - ~~3. Completed applications to appear before the development review committee and subsequently before the planning commission and city council for final subdivision review if applicable.~~
- A. Final Subdivision Application.
1. For the applicant to have a complete application, all required items in the final subdivision checklist shall be submitted. The preliminary subdivision checklist can be found on the City's website or at the Community Development Office.
  2. The Zoning Administrator and the City Engineer will review the submittal to determine if a complete application has been submitted. This review shall be

completed within five (5) business days. If items are missing, the City shall let the applicant know about the required items that are missing. If it is determined that a complete application was submitted, the review cycle will start the day the plans were submitted.

~~C.~~ B. Agriculture Protection Areas: Any new subdivision development located in whole or in part within three hundred feet (300') of the boundary of an agriculture protection area shall provide on any final plat the following notice:

***"Agriculture Protection Area"***

*This property is located in the vicinity of an established agriculture protection area in which normal agricultural uses and activities have been afforded the highest priority use status. It can be anticipated that such agricultural uses and activities may now or in the future be conducted on property included in the agriculture protection area. The use and enjoyment of this property is expressly conditioned on acceptance of any annoyance or inconvenience which may result from such normal agricultural uses and activities.*

**Title 11 Chapter 20 Section 060 is amended as follows:** (underlined text is added, stricken text is deleted)

**11.20.060 APPROVALS AND RECORDING**

A. Planning Commission: ~~The planning commission may recommend approval, approval with conditions, or denial. Where the Planning Commission has approval authority for preliminary plans, the Planning Commission may approve, approve with conditions or deny preliminary plan application either conceptually or~~ after the ~~d~~Development ~~r~~Review ~~e~~Committee's preliminary review, ~~for a~~ of the subdivision. ~~Where the planning commission has final approval authority for small subdivisions, the planning commission may approve, approve with conditions, or deny, either conceptually or after the development review committee's review, of any final subdivision plat. The p~~Planning ~~e~~Commission actions/~~recommendations~~ shall be based on the following:

1. The goals and policies of the city's general plan are being upheld and implemented with the development proposal, including the adopted land use, transportation, and parks and trails master plans.
2. The application is appropriate based on the established or proposed zoning and its stated objectives and characteristics. ~~(The planning commission may forward a proposal to the development review committee and/or city council with a concurrent recommendation for rezoning after appropriate public hearings and notice has been provided.)~~
3. All adopted standards of development are or can be complied with before final approval is granted.
4. If applicable, all conditional use standards have been or can be met.

The ~~p~~Planning ~~e~~Commission may ~~recommend approval~~ approve of a subdivision plat subject to conditions that are intended to mitigate any shortcoming related to the above items, or in order to foster the betterment of the health, safety, and general welfare of the citizens of Santaquin.

- B. Development Review Committee: The ~~d~~Development ~~r~~Review ~~e~~Committee may only approve a plat submittal or forward a positive recommendation of a development application to the ~~p~~Planning ~~e~~Commission ~~or city council~~ after finding the following:
1. The development standards of this title, the zoning title, the laws of the state of Utah, and any other applicable ordinances, rules, and regulations have been or can be met prior to recordation or construction beginning;
  2. The subdivision will have adequate fire protection;
  3. There is or will be a sufficient supply of water as required by ~~e~~City ordinance regulating the culinary and secondary water systems prior to issuance of a building permit;
  4. The addition of the subdivision will not decrease the pressure in the culinary water system at any point within the city to less than the minimum water pressure standards as outlined in the Utah ~~a~~Administrative ~~e~~Code for public water systems;
  5. The subdivision will not cause the city sewer system to exceed its capacity to treat sewage;
  6. The traffic created thereby will not exceed class C level of service, as defined within the general plan;
  7. It will not create an unreasonable potential for flooding within or outside of the subdivision; and
  8. Geologic hazards, which could affect future residents and property owners within the development, have been adequately addressed to provide reasonable protections from such hazards.
- ~~C. City Council Approval: Following a recommendation from the development review committee and the planning commission, the city council may do one of the following:~~
- ~~1. approve a preliminary plat application if it finds that the application fully complies with the ordinances of the city,~~
  - ~~2. approve a subdivision plat subject to conditions that are intended to mitigate any shortcoming as determined through the review process, or in order to foster the betterment of the health, safety, and general welfare of the citizens of Santaquin, or~~
  - ~~3. deny an application based on a compelling countervailing public interest.~~

**Title 11 Chapter 20 Section 070 is amended as follows:** (underlined text is added, stricken text is deleted)

#### **11.20.070 VALIDITY OF PRELIMINARY PLAT APPROVAL**

- A. Any preliminary plats approved after the adoption of this section shall be valid for three (3) years from the date of such approval and shall remain valid so long as there is a valid and unrecorded final plat within the preliminary plat area.
- B. If the developer desires to change a preliminary approved plat (e.g., the location of streets, or increase the number of lots, or substantially alters the original subdivision design from the ~~city council~~ Planning Commission approved preliminary plat) the developer must submit new preliminary plans for review by the ~~d~~Development ~~r~~Review ~~e~~Committee and pay any associated fees. The ~~planning commission~~ Development Review Committee must provide a recommendation concerning the proposed changes before the proposal is forwarded to the ~~city council~~ Planning Commission for preliminary approval. All previous preliminary approvals shall become null and void upon the preliminary approval of the new submission.

## **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, November 8, 2023. 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 7<sup>th</sup> day of November 2023.

\_\_\_\_\_  
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 7<sup>th</sup> day of November 2023, entitled

**“AN ORDINANCE AMENDING SANTAQUIN CITY CODE TO UPDATE THE SUBDIVISION REVIEW PROCESS TO MEET STATE CODE REQUIREMENTS, 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 7<sup>th</sup> day of November 2023.

\_\_\_\_\_  
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 prior to the ordinance taking effect, I posted a short summary of the ordinance on the Utah Public Notice Website as required by Utah State Code 10-3-711(1)(b) as a Class A Notice and Santaquin City Code 1-2-050(D)

I further certify that copies of the ordinance were posted online at [www.santaquin.org](http://www.santaquin.org), in three physical locations (Santaquin City Public Safety Building, Zions Bank, Santaquin Post Office), and on the State of Utah's Public Notice Website, <https://www.utah.gov/pmn/index.html>. A copy of the notice may also be requested by calling (801)754-1904.

\_\_\_\_\_  
AMALIE R. OTTLEY  
Santaquin City Recorder

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_ 2023,  
by AMALIE R. OTTLEY.  
My Commission Expires:

\_\_\_\_\_  
Notary Public

Residing at Utah County



# MEMORANDUM



To: Mayor Olson and City Council  
From: Ryan Harris, Senior Planner  
Date: November 3, 2023  
RE: **Andrea Lee Rezone Request**

---

It is proposed that the City Council consider amending the Santaquin City Zoning Map to change the zoning of the lot at 55 S. 300 E. (parcel ID 09:091:0012) from Main Street Residential (MSR) to Main Street Commercial (MSC). The area proposed to be rezoned is 0.4688 acres and currently has a single-family dwelling on the premises.

The applicant Andrea Lee submitted a proposal (Attachment 2). This proposal is the applicant's justification for why the proposed zone change should be approved.

The Planning Commission reviewed the proposal and provided the following recommendation:

**Motion:** Commissioner Weight made a motion to forward a positive recommendation to the City Council that 55 S. 300 E. be rezoned from Main Street Residential (MSR) Zone to Main Street Commercial (MSC) Zone. Commissioner Moak seconded the motion.

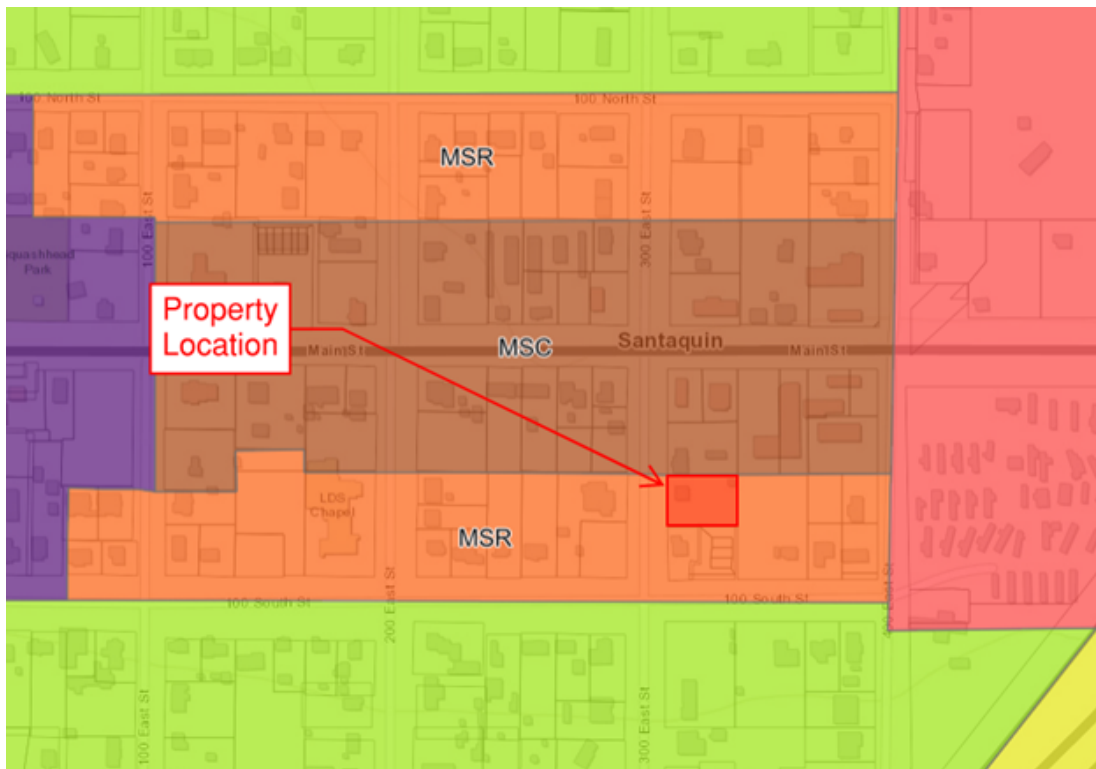
Commissioner Wood, Yes; Commissioner Lance, Yes; Commissioner Hoffman, Yes; Commissioner Nixon, Yes; Commissioner Weight, Yes; Commissioner Romero, Yes; Commissioner Moak, Yes The motion was unanimously approved.

**Recommended motion:** ““Motion to approve/disapprove Ordinance No. 11-02-2023, an ordinance amending the zoning map of Santaquin City, more specifically, approving the rezoning of approximately 0.47 acres located at 55 South 300 East from the Main Street Residential (MSR) Zone to Main Street Commercial (MSC) zone.”

**Attachments:**

1. Property Location and Current Zoning
2. Application (Zone Change Proposal)

Attachment 1: Property Location and Current Zoning





## Santaquin City Corporation Rezoning Request Application

Review Time: Rezoning Requests require seven weeks on average for review and Public hearings. This may be increased as determined by completeness of plans, complexity of the proposal and the need for additional review time.

Meetings: City Council meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of each month at 7:00 p.m. Development Review Committee (DRC) meetings are held the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month at 3:00 p.m. Planning Commission meetings are held the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 7:00 p.m.

All of the above meetings are held in the City Council Chambers at City Hall, 45 West 100 South, Santaquin. All meeting dates are subject to City-observed holidays, scheduling necessities and each reviewing body's approved yearly meeting schedule.

Rezoning Information	
Address: 55 S 300 E Santaquin, UT 84655	
Current Zoning:MSR	Requested Zoning:MSC
Date of Submission:10/3/2023	Acres: .47

Contact/Developer Information	
Company Name:	Contact:
Address:	City, State, Zip:
Phone:	Alternate Phone:
Email:	Signature:

Application Checklist
-----------------------

- ‘ Legal Description of properties proposed for rezoning.
- ‘ Rezoning Application fees
- ‘ Subdivision plans, as applicable

Multiple Property / Zoning Proposals:

- ‘ Layout and surrounding zoning map
- ‘ Development Proposal Maps

## 55 S 300 E REZONE PROPOSAL

My name is Andrea Lee, my husband and I own the property at 55 S 300 E Santaquin Utah. We have been residents of Santaquin for over 21 years. We have raised our 2 sons in Santaquin. I am requesting a Consideration of a Rezone. The reason for the request is to streamline the process for selling the property as a Commercial Property. The home currently is in the MSR zone which is a mixed use zone.

I have had several interested parties interested in building Multi-Family Units on the property, however the challenge I'm dealing with is 3 years ago there was a change in the MSR Code that requires a minimum of 1 acre+ for a Multi-Family Development. Unfortunately this requirement has limited my ability to sell the house/property to multiple interested parties.

I have had very little interest in any potential buyer wanting to come in and rebuild/add on to the current residential home on the property for the use of their Primary Residence.

With the new expansion to the Holiday gas station on the north side of my lot, the Rezoning of my Property as a Commercial Lot creates a natural flow for customers in this specific geographic area.

I'm confident that rezoning the lot to MSC will create more options to the lot and will greatly benefit this growing city. Allowing the lot to be zoned MSC will open up more options for businesses looking to grow and expand here in Santaquin. Thank you in advance for your time and efforts in reviewing my request, I appreciate it.

## **ORDINANCE NO. 11-02-2023**

**AN ORDINANCE AMENDING THE ZONING MAP OF SANTAQUIN CITY, MORE SPECIFICALLY, APPROVING THE REZONING OF APPROXIMATELY 0.47 ACRES FROM MAIN STREET RESIDENTIAL (MSR) ZONE TO MAIN STREET COMMERCIAL (MSC) ZONE, PROVIDING 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, providing for the public safety, health, morals, and welfare; and

**WHEREAS**, the Santaquin City Planning Commission held a public hearing during their October 24, 2023 meeting, which hearing was preceded by the posting of public notice in at least three public places within the City limits of Santaquin City in accordance with Section 10-9a-205 of the Utah State Code; and

**WHEREAS**, after the noted public hearing, the Santaquin City Planning Commission forwarded a recommendation to the City Council regarding the proposed rezoning of property; and

**WHEREAS**, the Santaquin City Council desires to amend the Official Zoning Map of Santaquin City, more specifically the rezoning of approximately 0.47 acres of property from Main Street Residential (MSR) Zone to Main Street Commercial (MSC) Zone, which property is located at approximately 55 South and 300 East (Parcel No. 09:091:0012).

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

### **Section I.**

That the official zoning map of the City be amended such that approximately 0.47 acres of property from Main Street Residential (MSR) Zone to Main Street Commercial (MSC) Zone as shown on the attached map labeled as Exhibit "A" and by this reference made part hereof.

### **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 V. Posting and Effective Date**

This ordinance shall become effective at 5:00 p.m. on Wednesday, November 8, 2023. 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 7<sup>th</sup> day of November, 2023.

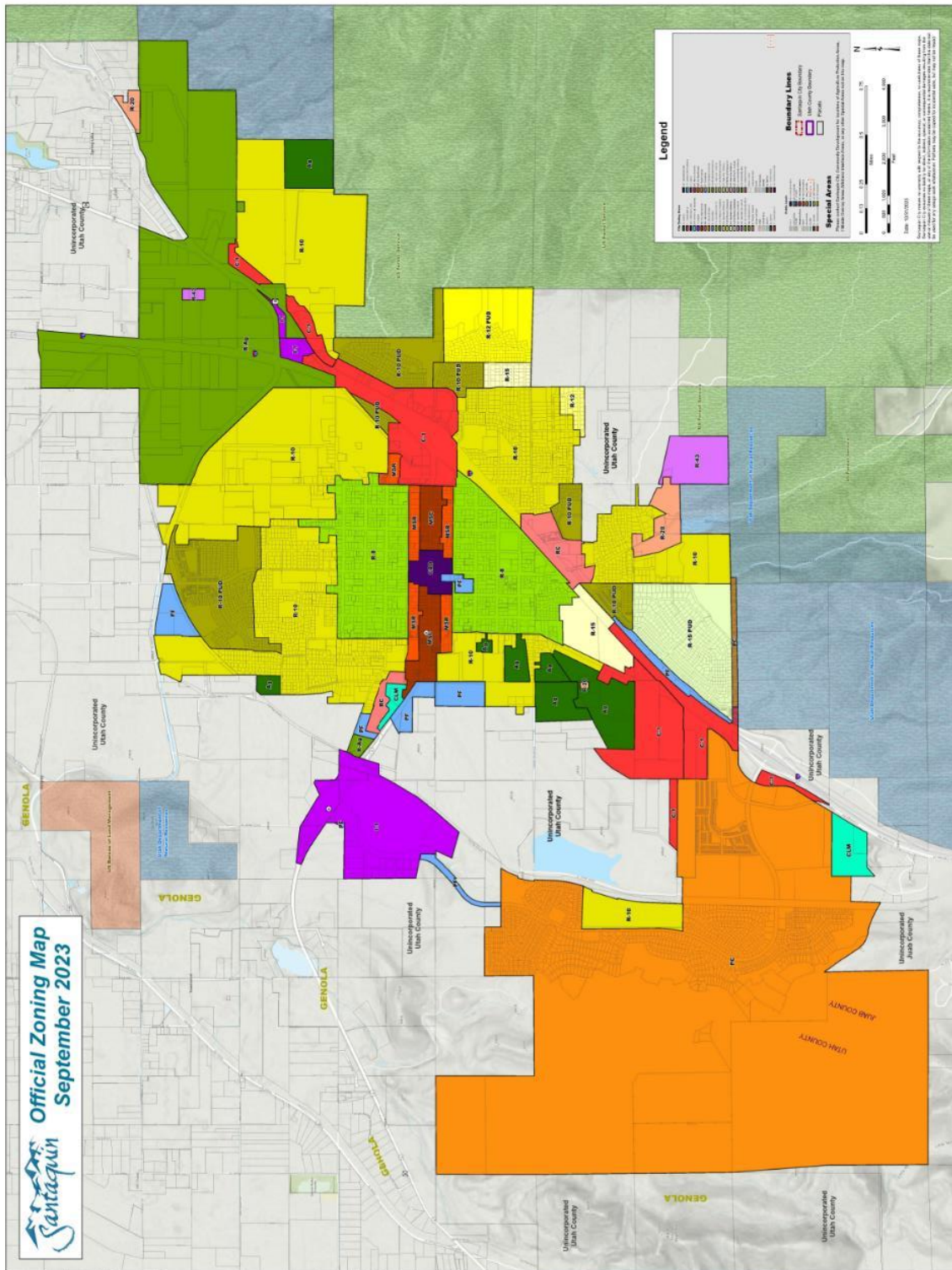
\_\_\_\_\_  
Daniel M. Olson, Mayor

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

ATTEST:

\_\_\_\_\_  
Amalie Ottley, City Recorder

*(Santaquin City Zoning Map)*





STATE OF UTAH                    )  
  ) ss.  
COUNTY OF UTAH                )

I, AMALIE R. OTTLEY, Deputy 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 7<sup>th</sup> day of November 2023, entitled

**AN ORDINANCE AMENDING THE ZONING MAP OF SANTAQUIN CITY, MORE SPECIFICALLY, APPROVING THE REZONING OF APPROXIMATELY 0.47 ACRES FROM MAIN STREET RESIDENTIAL (MSR) ZONE TO MAIN STREET COMMERCIAL (MSC) ZONE, PROVIDING 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 7<sup>th</sup> day of November 2023.

\_\_\_\_\_  
Amalie R. Ottley  
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 prior to the ordinance taking effect, I posted a short summary of the ordinance on the Utah Public Notice Website as required by Utah State Code 10-3-711(1)(b) as a Class A Notice and Santaquin City Code 1-2-050(D)

I further certify that copies of the ordinance were posted online at [www.santaquin.org](http://www.santaquin.org), in three physical locations (Santaquin City Public Safety Building, Zions Bank, Santaquin Post Office), and on the State of Utah's Public Notice Website, <https://www.utah.gov/pmn/index.html>. A copy of the notice may also be requested by calling (801)754-1904.

\_\_\_\_\_  
AMALIE R. OTTLEY  
Santaquin City Recorder

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_ 2023, by  
AMALIE R. OTTLEY.  
My Commission Expires:

\_\_\_\_\_  
Notary Public

Residing at Utah County

## **ORDINANCE 11-03-2023**

### **AN ORDINANCE APPROVING THE TRANSFER OF CERTAIN REAL PROPERTY TO THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**

**WHEREAS**, the City of Santaquin (“the City”) is a fourth-class city and a political subdivision of the state of Utah; and

**WHEREAS**, the City owns certain real property known as Utah County Parcel Numbers 32:009:0102 and 66:954:0018, which are more particularly described in Exhibit A hereto (“the Property”); and

**WHEREAS**, the City controls a sub-entity, namely, the Community Development and Renewal Agency of Santaquin City (the “CDRA”) as authorized by title 17C of the Utah Code; and

**WHEREAS**, Utah Code Ann. § 17C-1-207 upon public notice of no less than 15 days authorizes the City to assist in the West Fields Community Reinvestment Area Project Area by selling, granting, conveying, donating, or otherwise disposing of real property to the CDRA without compensation to the City; and

**WHEREAS**, the City Council finds that the best interests of the City and its residents will be served by the transfer of a portion of the Property to the CDRA as outlined herein.

**NOW THEREFORE, BE IT ORDAINED BY THE SANTAQUIN CITY COUNCIL THAT:**

1. The Santaquin City Council finds that proper public notice has been given under Utah Code Ann. § 17C-1-207 and the transfer of the Property to the CDRA will assist and cooperate in the planning, undertaking, construction, or operation of West Fields Community Reinvestment Area project area development (otherwise known as, Santaquin Peaks Industrial Park Subdivision) and is in the best interests of Santaquin City, Utah.
2. The Santaquin City Council approves and directs the conveyance of the Property to the Community Development and Renewal Agency of Santaquin City.
3. The Santaquin City Council authorizes Mayor Daniel M. Olson to execute all documents necessary to complete the transfer and conveyance of the Property.

4. This ordinance shall become effective at 5:00 p.m. on Wednesday, November 8<sup>th</sup>, 2023. 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 7<sup>th</sup> day of November 2023.

---

Daniel M. Olson, Mayor

ATTEST:

---

Amalie R. Ottley, City Recorder

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

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 7<sup>th</sup> day of November 2023 entitled:

**“AN ORDINANCE APPROVING THE TRANSFER OF CERTAIN REAL PROPERTY TO THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY.”**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Santaquin City Utah this 7<sup>th</sup> day of November 2023.

---

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 prior to the ordinance taking effect, I posted a short summary of the ordinance on the Utah Public Notice Website as required by Utah State Code 10-3-711(1)(b) as a Class A Notice and Santaquin City Code 1-2-050(D)

I further certify that copies of the ordinance were posted online at [www.santaquin.org](http://www.santaquin.org), in three physical locations (Santaquin City Public Safety Building, Zions Bank, Santaquin Post Office), and on the State of Utah's Public Notice Website, <https://www.utah.gov/pmn/index.html>. A copy of the notice may also be requested by calling (801)754-1904.

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AMALIE R. OTTLEY  
Santaquin City Recorder

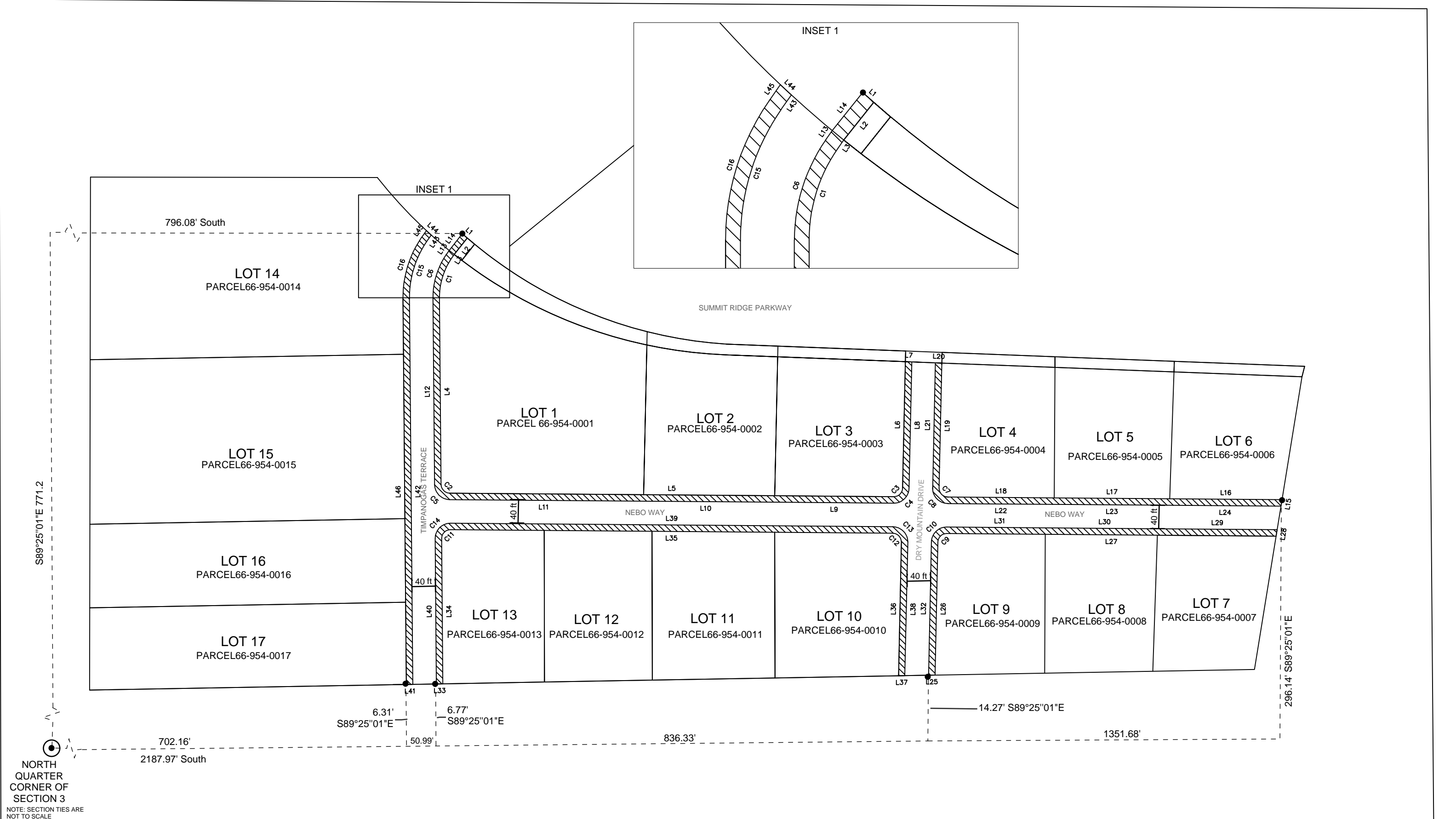
The foregoing instrument was acknowledged before me on this 8<sup>th</sup> day of November, 2023, by AMALIE R. OTTLEY.

My Commission Expires:

---

Notary Public

Residing at: Utah County



<div>REUSE OF DRAWINGS</div> <div>THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS THE PROPERTY OF SANTAQUIN CITY AND IS NOT TO BE USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF SANTAQUIN CITY.</div>				<div>DRAWN BY:</div> <div>MW</div> <div>DATE:</div> <div>SCALE: 1' = 150'</div> <div>CAD FILE:</div>		<div>CHECKED BY:</div> <div>*</div>		<div></div>		<div>SANTAQUIN CITY</div> <div>275 WEST MAIN</div> <div>SANTAQUIN, UT 84655</div> <div>(801) 754-3211</div> <div>santaquin.org</div>		<div></div> <div>Item # 7.</div>															
<div>REVISION</div> <table><thead><tr><th>NO.</th><th>DATE</th><th>DESCRIPTION</th><th>BY</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></tbody></table>				NO.	DATE	DESCRIPTION	BY																				
NO.	DATE	DESCRIPTION	BY																								

**HOW LOTS 1-3**  
Beginning at a point 296.14 feet along the section line South 89° 25' 01" East and 2187.97 feet South from the North Quarter Corner of Section 3 Township 10 South, Range 1 East, Salt Lake Base and Meridian Thence, S 51° 21' 42" E for a distance of 36.31 feet to a point on a line.  
Thence S 41° 32' 3" W a distance of 11.01 feet  
Thence, N 51° 21' 42" W for a distance of 35.74 feet to a point on a line.  
Thence, N 55° 05' 45" W for a distance of 7.43 feet to the beginning of a non-tangential curve,  
Said curve turning to the left through an angle of 34° 53' 06", having a radius of 119.00 feet, and whose long chord bears N 72° 33' 24" W for a distance of 71.34 feet.  
Thence, N 90° 00' 00" W for a distance of 316.18 feet to the beginning of a non-tangential curve,  
Said curve turning to the left through an angle of 89° 04' 05", having a radius of 15.00 feet, and whose long chord bears S 45° 28' 36" W for a distance of 21.04 feet to a point of intersection with a non-tangential line.  
Thence, S 00° 57' 11" W for a distance of 754.28 feet to the beginning of a curve,  
Said curve turning to the left through an angle of 89° 10' 31", having a radius of 15.00 feet, and whose long chord bears S 43° 38' 35" E for a distance of 21.06 feet.  
Thence, S 88° 14' 22" E for a distance of 214.69 feet to a point on a line.  
Thence, S 02° 40' 44" W for a distance of 11.00 feet to a point on a line.  
Thence, N 88° 14' 22" W for a distance of 214.51 feet to the beginning of a curve,  
Said curve turning to the right through an angle of 89° 10' 31", having a radius of 26.00 feet, and whose long chord bears N 43° 38' 35" W for a distance of 36.50 feet.  
Thence, N 00° 57' 11" E for a distance of 202.33 feet to a point on a line.  
Thence, N 00° 57' 11" E for a distance of 233.82 feet to a point on a line.  
Thence, N 00° 57' 11" E for a distance of 318.13 feet to the beginning of a curve,  
Said curve turning to the right through an angle of 89° 03' 49", having a radius of 26.00 feet, and whose long chord bears N 45° 28' 44" E for a distance of 36.47 feet to a point of intersection with a non-tangential line.  
Thence, N 90° 00' 00" E for a distance of 316.18 feet to the beginning of a curve,  
Said curve turning to the right through an angle of 34° 53' 06", having a radius of 130.00 feet, and whose long chord bears S 72° 33' 24" E for a distance of 77.93 feet to a point of intersection with a non-tangential line.  
Thence, S 54° 56' 13" E for a distance of 8.13 feet to a point on a line to the point of beginning.  
±0.38 acres

Beginning at a point 296.14 feet along the section line South 89° 25' 01" East and 2187.97 feet South from the North Quarter Corner of Section 3 Township 10 South, Range 1 East, Salt Lake Base and Meridian  
Thence, N 80° 17' 17" W for a distance of 11.13 feet to a point on a line.  
Thence, N 00° 57' 11" E for a distance of 566.11 feet to the beginning of a curve,  
Said curve turning to the right through an angle of 90° 47' 53", having a radius of 26.00 feet, and whose long chord bears N 46° 21' 29" E for a distance of 37.02 feet.  
thence S 88° 14' 22" E a distance of 212.57 feet  
Thence, S 02° 41' 24" W for a distance of 11.00 feet to a point on a line.  
Thence, N 88° 14' 22" W for a distance of 212.39 feet to the beginning of a curve,  
Said curve turning to the left through an angle of 90° 47' 45", having a radius of 15.00 feet, and whose long chord bears S 46° 21' 25" W for a distance of 21.36 feet.  
Thence, S 00° 57' 11" W for a distance of 567.78 feet to the point of beginning  
±0.21 acres

Beginning at a point along the section line South 89° 25' 01" East 14.27 feet and South 1589.49 feet South to the North Quarter Corner of Section 3, Township 10 South, Range 1 East, Salt Lake Base and Meridian

Thence, S 88° 14' 22" E for a distance of 226.21 feet to the beginning of a curve,

Said curve turning to the right through an angle of 89° 10' 31", having a radius of 26.00 feet, and whose long chord bears S 43° 38' 35" E for a distance of 36.50 feet.

Thence, S 00° 57' 11" W for a distance of 178.36 feet to a point on a line.

Thence, S 00° 57' 11" W for a distance of 179.50 feet to a point on a line.

Thence, S 00° 57' 14" W for a distance of 203.38 feet to a point on a line.

Thence, N 80° 18' 2" W for a distance of 11.13 feet to a point on a line.

Thence, N 00° 57' 11" E for a distance of 559.54 feet to the beginning of a curve,

Said curve turning to the left through an angle of 89° 10' 3", having a radius of 15.00 feet, and whose long chord bears N 43° 38' 35" W for a distance of 21.06 feet.

Thence N 88° 14' 22" W a distance of 225.78 feet

Thence, N 00° 30' 52" W for a distance of 11.01 feet to the point of beginning.

±0.21 acres

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	72.45	119.00	34.88	N72° 33' 24"W	71.34
C2	23.32	15.00	89.07	S45° 28' 36"W	21.04
C3	23.35	15.00	89.18	S43° 38' 35"E	21.06
C4	40.47	26.00	89.18	N43° 38' 35"W	36.50
C5	40.42	26.00	89.06	N45° 28' 44"E	36.47
C6	79.15	130.00	34.88	S72° 33' 24"E	77.93
C7	23.77	15.00	90.80	S46° 21' 25"W	21.36
C8	41.20	26.00	90.80	N46° 21' 29"E	37.02
C9	23.35	15.00	89.18	N43° 38' 35"W	21.06
C10	40.47	26.00	89.18	S43° 38' 35"E	36.50
C11	23.81	15.00	90.96	N44° 31' 24"W	21.39
C12	23.77	15.00	90.80	N46° 21' 25"E	21.36
C13	41.20	26.00	90.80	S46° 21' 25"W	37.02
C14	41.28	26.00	90.96	S44° 31' 24"E	37.08
C15	103.51	170.00	34.89	N72° 33' 24"W	101.92
C16	110.20	181.00	34.89	S72° 33' 24"E	108.51

ROW TO LOTS 10-13  
Beginning at a point 6.77 feet along the section line South 89° 25' 01" East and 753.15 feet South from the North Quarter Corner of Section 3 Township 10 South, Range 1 East, Salt Lake base and Meridian  
Thence, N 90° 00' 0" W for a distance of 246.74 feet to a point on a line.  
Thence, N 00° 32' 20" W for a distance of 11.00 feet to a point on a line.  
Thence, S 90° 00' 00" E for a distance of 246.84 feet to the beginning of a curve,  
Said curve turning to the right through 90° 57' 32", having a radius of 26.00 feet, and whose long chord bears S 44° 31' 24" E for a distance of 37.08 feet  
Thence, S 00° 57' 14" W for a distance of 751.47 feet to the beginning of a curve,  
Said curve turning to the right through an angle of 90° 47' 45", having a radius of 26.00 feet, and whose long chord bears S 46° 21' 25" W for a distance of 37.02 feet to a point of intersection with a non-tangential line.  
Thence, N 88° 07' 45" W for a distance of 226.52 feet to a point on a line.  
Thence, N 00° 28' 41" W for a distance of 10.57 feet to a point on a line.  
Thence, S 88° 14' 22" E for a distance of 226.93 feet to the beginning of a curve,  
Said curve turning to the left through an angle of 90° 47' 44", having a radius of 15.00 feet, and whose long chord bears N 46° 21' 25" E for a distance of 21.36 feet.  
Thence, N 00° 57' 14" E for a distance of 751.47 feet to the beginning of a curve,  
Said curve turning to the left through an angle of 90° 57' 33", having a radius of 15.00 feet, and whose long chord bears N 44° 31' 24" W for a distance of 21.39 feet to the point of beginning  
±0.33 acres

Beginning at a point 6.31 feet along the section line South 89° 25' 01" East and 702.16 feet South from the North Quarter Corner of Section 3 Township 10 South, Range 1 East, Salt Lake Base and Meridian  
Thence, N 89° 59' 58" E for a distance of 655.49 feet to the beginning of a curve,  
Said curve turning to the right through an angle of 34° 53' 07", having a radius of 181.00 feet, and whose long chord bears S 72° 33' 24" E for a distance of 108.51 feet.  
Thence, S 55° 06' 49" E for a distance of 14.15 feet to a point on a line.  
Thence, S 42° 51' 19" W for a distance of 11.11 feet to a point on a line.  
Thence, N 55° 06' 49" W for a distance of 12.61 feet to the beginning of a curve,  
Said curve turning to the left through an angle of 34° 53' 07", having a radius of 170.00 feet, and whose long chord bears N 72° 33' 24" W for a distance of 101.92 feet.  
thence N 90° 00' 00" W a distance of 655.39 feet  
Thence, N 00° 30' 52" W for a distance of 11.00 feet to the point of beginning  
±0.20

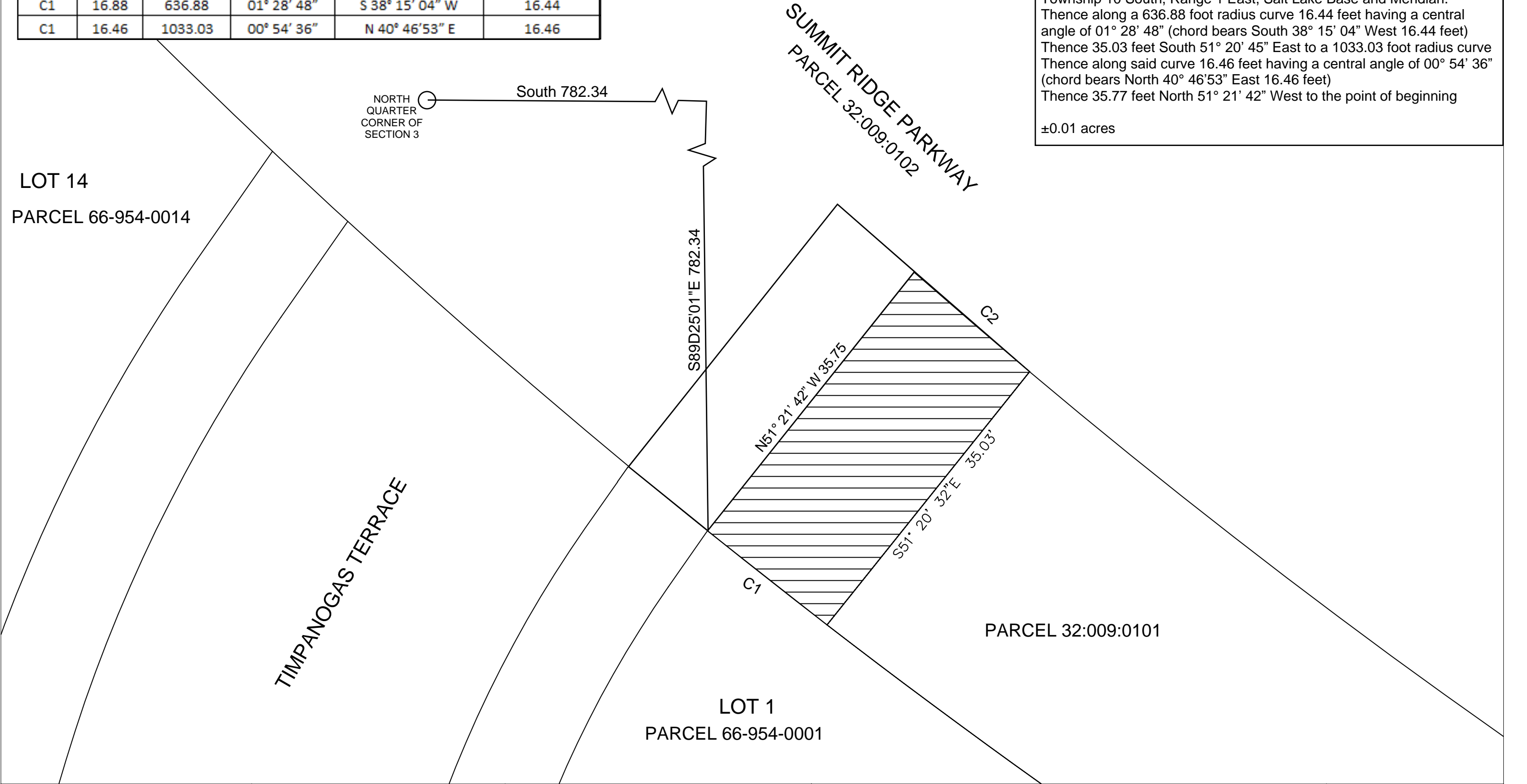
Parcel Line Table			Parcel Line Table			Parcel Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	11.01	N41° 32' 35.02"E	L17	196.22	S0° 57' 11.00"W	L33	11.00	N0° 32' 20.23"W
L2	35.74	N51° 21' 42.03"W	L18	180.87	S0° 57' 11.00"W	L34	246.74	N90° 00' 00.00"W
L3	7.43	N55° 05' 44.72"W	L19	212.39	N88° 14' 22.00"W	L35	751.47	N0° 57' 13.92"E
L4	316.18	N90° 00' 00.00"W	L20	11.00	S2° 41' 24.00"W	L36	226.93	S88° 14' 22.00"E
L5	754.28	S0° 57' 11.00"W	L21	212.57	S88° 14' 22.17"E	L37	10.57	N0° 28' 40.98"W
L6	214.69	S88° 14' 22.00"E	L22	180.87	N0° 57' 11.00"E	L38	226.52	N88° 07' 44.63"W
L7	11.00	S2° 40' 43.78"W	L23	196.22	N0° 57' 11.00"E	L39	751.47	S0° 57' 13.92"W
L8	214.52	N88° 14' 22.00"W	L24	189.02	N0° 57' 11.00"E	L40	246.84	N90° 00' 00.00"E
L9	202.33	N0° 57' 11.00"E	L25	11.01	N0° 30' 52.00"W	L41	10.99	N0° 30' 52.00"W
L10	233.82	N0° 57' 11.00"E	L26	225.78	N88° 14' 22.00"W	L42	655.39	N90° 00' 00.00"W
L11	318.13	N0° 57' 11.00"E	L27	559.54	N0° 57' 11.00"E	L43	12.61	N55° 06' 49.00"W
L12	316.18	N90° 00' 00.00"E	L28	11.13	N80° 18' 22.38"W	L44	11.11	S42° 51' 18.87"W
L13	8.13	S54° 56' 13.36"E	L29	203.38	S0° 57' 13.83"W	L45	14.15	S55° 06' 49.00"E
L14	36.31	N51° 21' 42.03"W	L30	179.50	S0° 57' 11.00"W	L46	655.49	N89° 59' 58.28"E
L15	11.13	N80° 17' 17.00"W	L31	178.36	S0° 57' 11.00"W			
L16	190.72	S0° 57' 11.35"W	L32	226.22	S88° 14' 22.00"E			

<p><b>REUSE OF DRAWINGS</b> THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS THE PROPERTY OF SANTAQUIN CITY AND IS NOT TO BE USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF SANTAQUIN CITY.</p>				<p><b>DRAWN BY:</b> MW</p>		<p><b>CHECKED BY:</b> *</p>	
<p><b>REVISION</b></p>				<p><b>DATE:</b></p>			
				<p><b>SCALE:</b></p>			
				<p><b>CAD FILE:</b></p>			
<b>NO.</b>	<b>DATE</b>	<b>DESCRIPTION</b>	<b>BY</b>			<p>SANTAQUIN CITY 275 WEST MAIN SANTAQUIN, UT 84655 (801) 754-3211 santaquin.org</p>	
							
						<p>Item # 7</p>	



Curve Table					
Curve	Length	Radius	Angle	Chord bearing	Chord Length
C1	16.88	636.88	01° 28' 48"	S 38° 15' 04" W	16.44
C1	16.46	1033.03	00° 54' 36"	N 40° 46' 53" E	16.46

**BOUNDARY DESCRIPTION**  
Beginning at a point 735.96 feet South 89° 25' 01" East along the section line and 782.34 feet South from the North Quarter corner of Section 3, Township 10 South, Range 1 East, Salt Lake Base and Meridian.  
Thence along a 636.88 foot radius curve 16.44 feet having a central angle of 01° 28' 48" (chord bears South 38° 15' 04" West 16.44 feet)  
Thence 35.03 feet South 51° 20' 45" East to a 1033.03 foot radius curve  
Thence along said curve 16.46 feet having a central angle of 00° 54' 36" (chord bears North 40° 46' 53" East 16.46 feet)  
Thence 35.77 feet North 51° 21' 42" West to the point of beginning  
  
±0.01 acres



<small>REUSE OF DRAWINGS</small> THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS THE PROPERTY OF SANTAQUIN CITY AND IS NOT TO BE USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF SANTAQUIN CITY.				DRAWN BY: MW		CHECKED BY: *						
				DATE:								
REVISION				SCALE: 1"=10'								
				CAD FILE:								
NO.	DATE	DESCRIPTION	BY					SANTAQUIN CITY 275 WEST MAIN SANTAQUIN, UT 84655 (801) 754-3211 santaquin.org				Item # 7.



## **PUBLIC NOTICE**

### **2024 City Council Meeting Schedule**

Notice is hereby given that the 2024 City Council Meetings and City Council Work Sessions will be held on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of every month in the Santaquin City Hall, 110 S. Center Street in the Council Chambers on the Main Floor.

The Work Sessions will begin at 5:30 pm.

The Regular Council Meetings will begin at 7:00 pm.

Special and Emergency Meetings may be called as deemed necessary.

Meetings may also be viewed on the Santaquin City YouTube Channel.

Public meetings will be shown live on the Santaquin City YouTube Channel, which can be found at [https://www.youtube.com/channel/UCTzZT\\_yW2H2Hd-58M2\\_ddSw](https://www.youtube.com/channel/UCTzZT_yW2H2Hd-58M2_ddSw)

The undersigned duly appointed City Recorder for the municipality of Santaquin City hereby certifies that a copy of the foregoing Public Notice was posted on [www.santaquin.org](http://www.santaquin.org), Santaquin City social media sites, posted in three physical locations within the city, and posted on the State of Utah's Public Notice website. A copy of this notice may be requested by calling (801)754-1904.

City Recorder, Amalie R. Ottley

## CITY COUNCIL MEETING DATES

January 2, 2024

January 16, 2024

February 6, 2024

February 20, 2024

March 5, 2024

March 19, 2024

April 2, 2024

April 16, 2024

May 7, 2024

May 21, 2024

June 4, 2024

June 18, 2024

July 2, 2023

July 16, 2024

August 6, 2024

August 20, 2024

September 3, 2024

September 17, 2024

October 1, 2024

October 15, 2024

November 5, 2024

November 19, 2024

*December 3, 2024 (No Meeting, Employee Christmas Party)*

December 17, 2024

# MEMO



To: Mayor Olson and City Council Members  
From: Camille Moffat, Planner I  
Date: November 1, 2023  
Re: **Z.L. Goodall Subdivision Plat Amendment**

---

Fernando Goodall is requesting a plat amendment to the Z.L. Goodall Plat A subdivision plat. The amendment would move the property line running North and South between Lots 1 and 2, which are located along 200 South and 400 East. The plat amendment proposes moving the property line fourteen feet to the East. Lot 1 would have 119.72 feet of frontage along 200 South, and Lot 2 would have 104.61 feet.

The proposed plat C only includes Lots 1 and 2 of Z.L. Goodall Plat A and therefore only changes the lot lines for Lots 1 and 2. The two lots will continue to be consistent with the R-8 zone requirements.

**Staff Recommendation:** It is recommended that the proposed amendment be approved with the condition to address redlines.

**Recommended motion:** “Motion to approve the proposed Z.L. Goodall Plat C with the following condition:

- All planning/zoning and engineering redlines be addressed”

**ATTACHMENT:**

1. Currently Recorded Z.L. Goodall Plat A
2. Proposed Z.L. Goodall Plat C



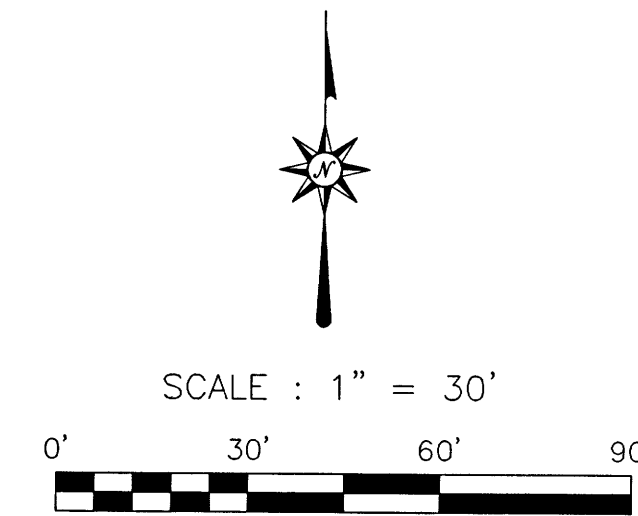
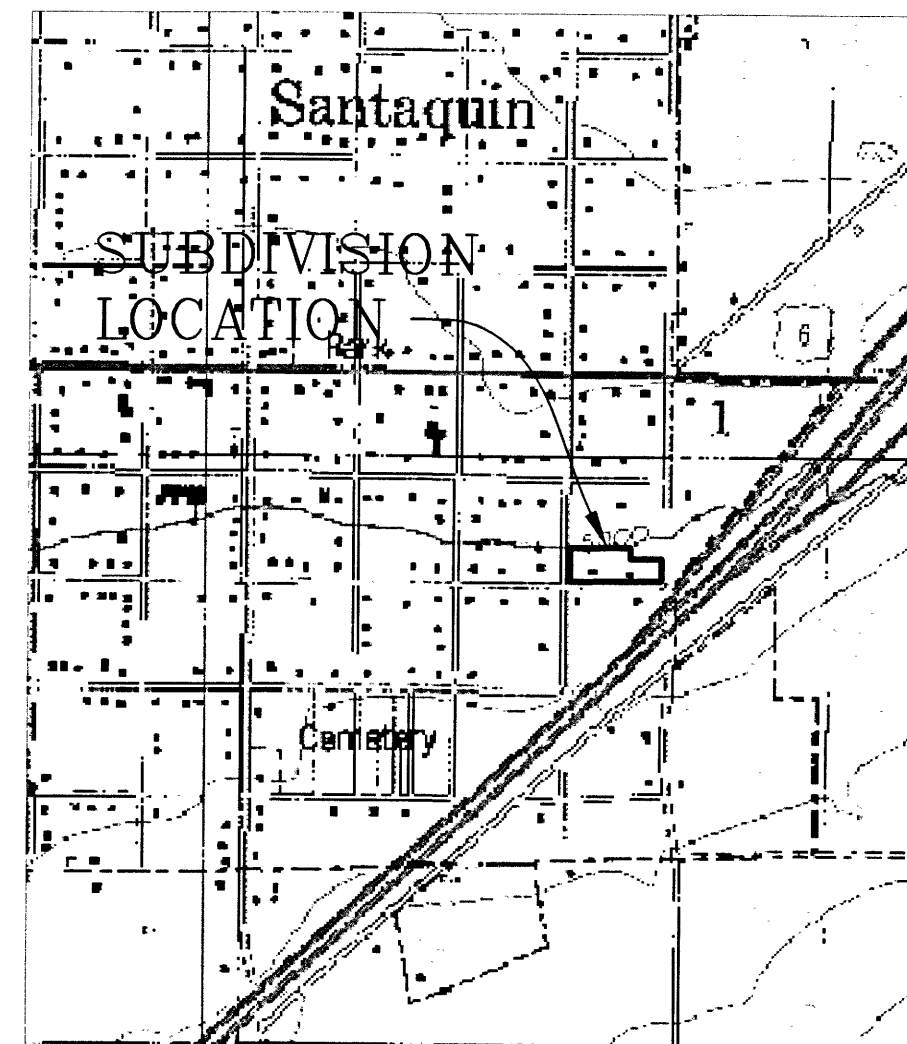
Attachment 1: Currently Recorded Z.L. Goodall Plat A

137 South 300 East  
ROBBINS, GLADE J &  
KELLIE F

350 EAST 100 SOUTH  
PETERSON, HOLLY B

BLOCK 15

VICINITY MAP



CERTIFICATION

I Daryl N. Penrod, do hereby certify that I am a registered land surveyor, and that I hold a license in accordance with Title 58, chapter 22, Professional Engineers and Land Surveyors Licensing Act, Utah Code Annotated, 1953 as amended, certificate no. 5331527. I further certify that by the authority of the owners, I have made a survey of the tract of land shown on this plat and described below, have subdivided said tract of land into lots, and easements, have completed a survey of the property described on this plat in accordance with Section 17-23-17, Utah code Annotated, 1953 as amended, have verified all measurements, and have placed monuments as represented on the plat.

*Daryl N. Penrod*  
DARYL N. PENROD

*April 28, 2015*  
DATE

BOUNDARY DESCRIPTION

Beginning at the Southeast corner of Block 15, Plat "B", Santaquin City Survey, said point being North 1536.80 feet and West 107.14 feet from the South Quarter corner of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian; thence N 89°53'36" W 495.00 feet to the Southwest corner of said Block 15; thence N 00°06'24" E 247.50 feet to the Northwest corner of Lot 3 of said Block 15; thence S 89°53'36" E 330.00 feet to the Northeast corner of Lot 2 of said Block 15; thence S 00°06'24" W 82.50 feet along the East line of said Lot 2; thence S 89°53'36" E 165.00 feet to the East line of said Block 15; thence S 00°06'24" W 165.00 feet to the point of beginning. Containing 2.50 acres.

Basin of Bearing = L. Goodall Subdivision. (Utah State Plane Coordinate System, Utah Central Zone, (NAD27) as indicated on the L. Goodall Subdivision.)

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENT AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC, AND HAVE CAUSED THE SAME TO BE A VACATION OF THE L. GOODALL SUBDIVISION, PLAT "A", IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 24 DAY OF June, A.D. 2015.

*Saloma L. Goodall*  
SALOMA L. GOODALL, TRUSTEE  
Trustee of the L. Goodall Family Trust

*Marc H. Bing*  
MARC H. BING  
Trustee of the L. Goodall Family Trust

ACKNOWLEDGMENT

STATE OF UTAH  
COUNTY OF Utah } S.S.  
ON THE 24 DAY OF June, A.D. 2015, PERSONALLY APPEARED BEFORE ME, DARYL N. PENROD, a Notary Public for the State of Utah, the undersigned, SALOMA L. GOODALL, TRUSTEE, who acknowledged to me that he did execute the same.  
MY COMMISSION EXPIRES 8/31/2018

ACKNOWLEDGMENT

STATE OF UTAH  
COUNTY OF Utah } S.S.  
ON THE 24 DAY OF June, A.D. 2015, PERSONALLY APPEARED BEFORE ME, DARYL N. PENROD, a Notary Public for the State of Utah, the undersigned, MARC H. BING and DALAYN G. BING, who acknowledged to me that he did execute the same.  
MY COMMISSION EXPIRES 8/31/2018

ACCEPTANCE BY LEGISLATIVE BODY

THE Mayor OF Santaquin City  
COUNTY OF Utah, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL EASEMENTS, STREETS, AND OTHER PARCELS OF LAND AS DEPICTED HEREON INTENDED FOR UTILITIES AND PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC.  
THIS 13 DAY OF August, A.D. 2015

*John Beagley*  
CITY ENGINEER  
(SEE SEAL BELOW)

*Amey*  
CITY CLERK  
(SEE SEAL BELOW)

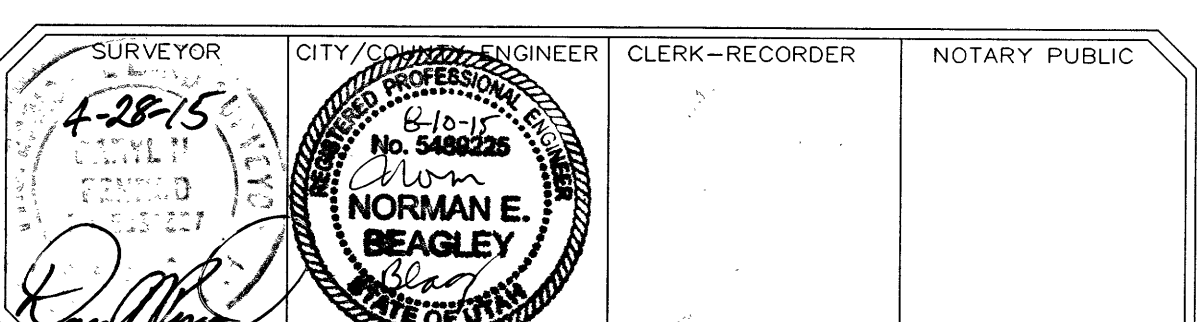
PLANNING COMMISSION APPROVAL

APPROVED THIS DAY OF , A.D. 20, BY  
CHAIRMAN DIRECTOR / SECRETARY

PLAT A  
Z.L. GOODALL  
SUBDIVISION

ALSO BEING A VACATION OF THE L. GOODALL SUBDIVISION

SECTION 1, TOWNSHIP 10 SOUTH, RANGE 1 EAST, S.L.B. & M.  
SANTAQUIN CITY, UTAH COUNTY, STATE OF UTAH  
SCALE 1" = 30 FEET



COUNTY RECORDER'S CERTIFICATE

ENT. 93138-2016 Map # 15232  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2016 Sep 22 1533 PM FEE \$5.00 BY SW  
RECORDED FOR SANTAQUIN CITY CORPORATION

LEGEND

- = SET 5/8" REBAR & CAP
- ⦿ = FOUND EXISTING REBAR & CAP
- = FENCE LINE
- - - = DESCRIBED BOUNDARY
- - - = STREET CENTER LINE
- ⬮ = SECTION CORNER
- ⦿ = WATER VALVE
- ⦿ = UTILITY POLE
- ⦿ = FIRE HYDRANT
- ⦿ = SANITARY SEWER MANHOLE

15232

ZONE = R8  
DEVELOPER  
ZOLOMA GOODALL/MARK BING  
325 E 200 S  
SANTAQUIN, UT 846550  
1-801-310-4992

QUESTAR GAS COMPANY

Questar approves this plat solely for the purpose of confirming the plat contains public utility easements. Questar may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set forth in the owners dedication and the notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Questar's Right of Way department at 1-800-366-6532.

Approved this 26 day of May, 2015

Questar Gas Company  
By *Delaine Young DeCrist*

CENTRACOM ACCEPTANCE

APPROVED THIS 26 DAY OF MAY, 2015  
CENTRACOM COMPANY  
BY *R. D.*  
TITLE *Area Supervisor*

CENTURY LINK ACCEPTANCE

APPROVED THIS 27 DAY OF MAY, 2015  
CENTURY LINK COMPANY  
BY *R. W. S.*  
TITLE *Engineer*

ROCKY MOUNTAIN POWER ACCEPTANCE

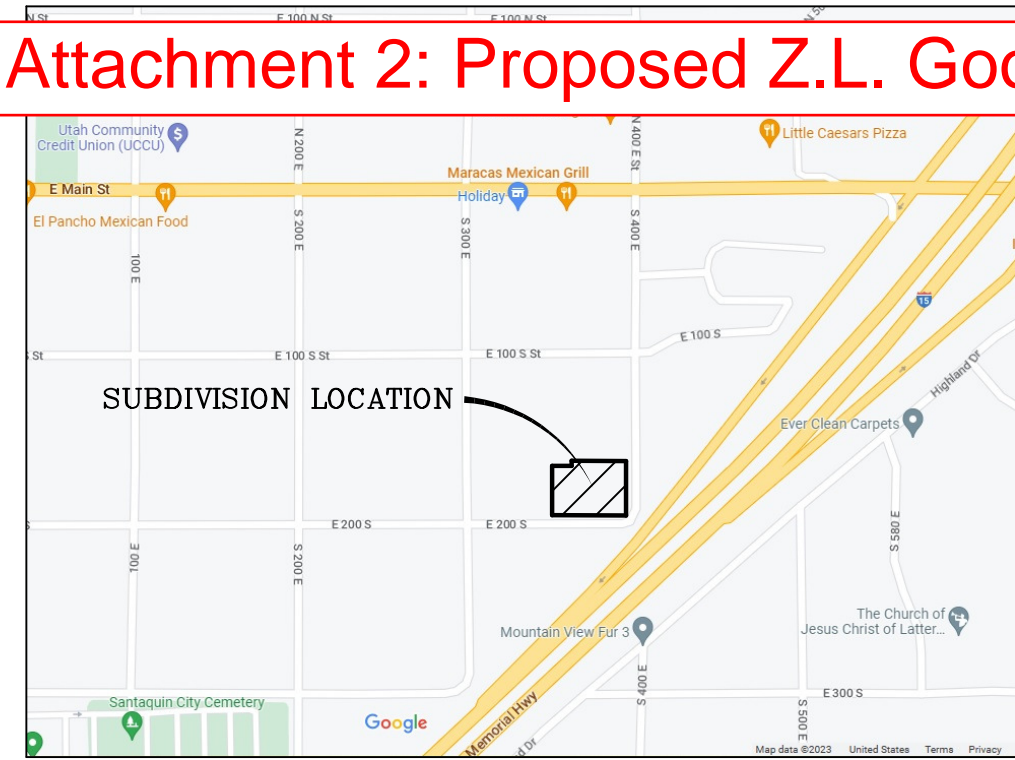
APPROVED THIS 26 DAY OF May, 2015  
ROCKY MOUNTAIN POWER COMPANY  
BY *Angie Peterson*  
TITLE *Substation*

LUDLOW ENGINEERING & LAND SURVEYING  
645 NORTH MAIN NEPHI, UTAH 84648  
VOICE (435) 623-0897 FAX: (435) 623-2381

SEE 1, 1105, RESUBMIT T-4190 VACATING L. GOODALL SUB.



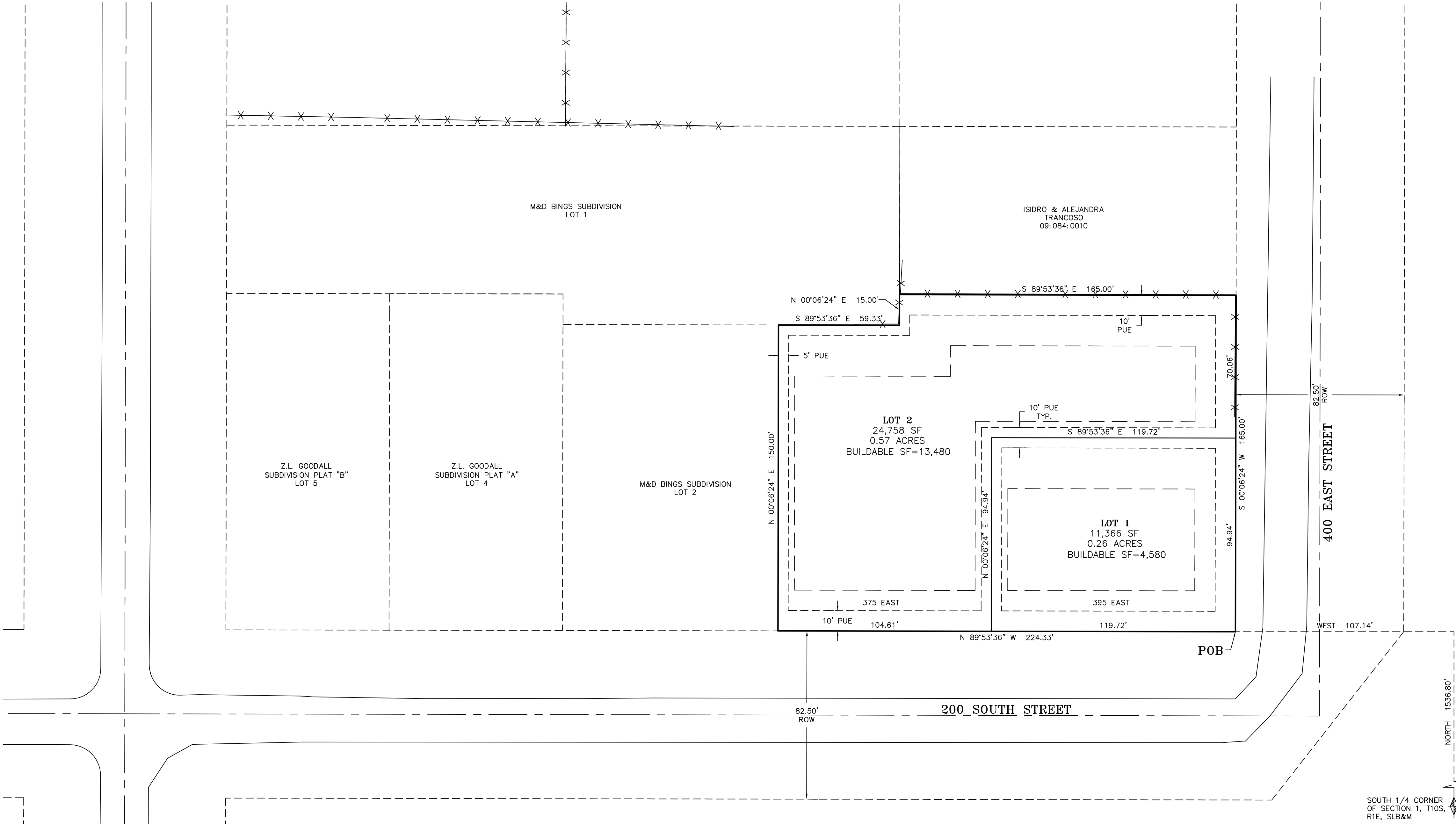
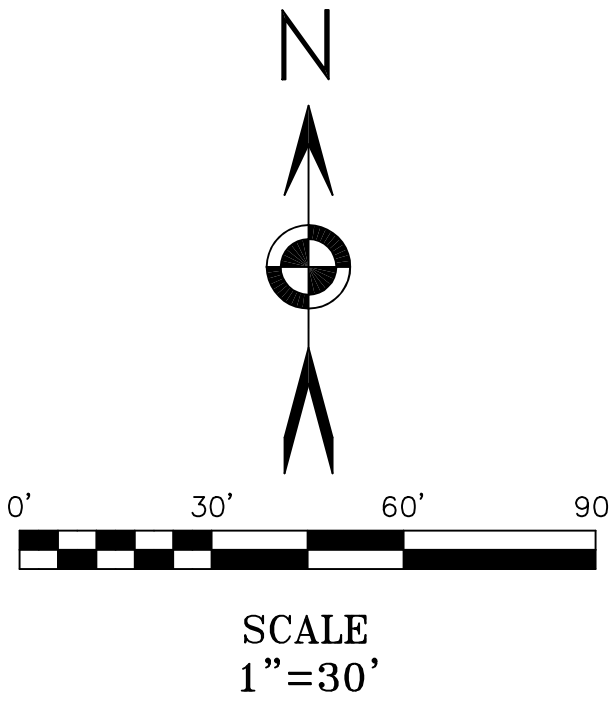
Attachment 2: Proposed Z.L. Goodall Plat C



VICINITY MAP  
-NTS-

PLAT "C" Z.L. GOODALL  
A VACATION OF LOTS 1 & 2,  
PLAT "A" Z.L. GOODALL SUBDIVISION

- LEGEND
- FOUND 5/8" REBAR WITH CAP
  - SECTION CORNER
  - LAND OWNER DEED DESCRIPTION LINE
  - DESCRIBED BOUNDARY
  - BUILDING SETBACKS (ZONING)
  - PUBLIC UTILITY EASEMENT (PUE)
  - XXX EAST = ADDRESS



GENERAL NOTE:  
THIS PROPERTY IS LOCATED IN AN AGRICULTURAL COMMUNITY IN WHICH NORMAL AGRICULTURAL USES AND ACTIVITIES ARE COMMON AND PART OF THE IDENTITY OF SANTAQUIN CITY. IT CAN BE ANTICIPATED THAT SUCH AGRICULTURAL USES AND ACTIVITIES MAY NOW OR IN THE FUTURE BE CONDUCTED NEAR THIS PROPERTY. PROPERTY OWNERS NEED TO UNDERSTAND AND ACKNOWLEDGE THAT THEY MAY EXPERIENCE ANNOYANCE OR INCONVENIENCE WHICH MAY RESULT FROM SUCH NORMAL AGRICULTURAL USES AND ACTIVITIES. ADDITIONALLY, PROPERTY OWNERS MUST REFRAIN FROM TRESPASSING ON PRIVATE PROPERTY WHICH CAN NEGATIVELY IMPACT THE INTEGRITY OF AGRICULTURAL LANDS AND BUSINESSES.

NOTES:  
1. THIS SUBDIVISION IS SUBJECT TO THE WAIVER OF PROTEST RECORDED WITH THE Z.L. GOODALL SUBDIVISION PLAT "A" (UTAH COUNTY RECORDER #75007:2015)

BLDG SETBACK REQUIREMENTS:  
FRONT= 15.00' TO COVERED PORCHES  
20.00' TO LIVING AREA OR GARAGE SIDE  
25.00' TO GARAGE DOOR  
SIDE=8.00'  
REAR=25.00'

DOMINION ENERGY  
DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY RIGHT OF WAY DEPARTMENT AT 1-800-366-8532.

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
BY: DOMINION ENERGY  
TITLE: \_\_\_\_\_

CERTIFICATION

I Daryl N. Penrod, do hereby certify that I am a registered land surveyor, and that I hold a license in accordance with Title 58, chapter 22, professional Engineers and Land Surveyors Licensing Act, Utah Code Annotated, 1953 as amended, certificate no. 53315277. I further certify that by the authority of the owners, I have made a survey of the tract of land shown on this plat and described below, have subdivided said tract of land into lots, and easements, have completed a survey of the property described on this plat in accordance with Section 17-23-17, Utah code Annotated, 1953 as amended, have verified all measurements, and have placed monuments as represented on the plat.

DARYL N. PENROD DATE

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH LIES NORTH 1536.80 FEET AND WEST 107.14 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; SAID POINT BEING THE SOUTHEAST CORNER OF BLOCK 15, PLAT "B", SANTAQUIN CITY SURVEY; AND RUNNING THENCE ALONG THE SOUTH LINE OF SAID BLOCK 15 N89°53'36"W 224.33 FEET TO THE SOUTHEAST CORNER OF LOT 2 OF THE M&D BINGS SUBDIVISION; THENCE N00°06'24"E 150.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE S89°53'36"E 59.33 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF THE M&D BINGS SUBDIVISION; THENCE ALONG THE EAST LINE OF SAID LOT 1 N00°06'24"E 15.00 FEET; THENCE S89°53'36"E 165.00 FEET TO THE EAST LINE OF SAID BLOCK 15; THENCE ALONG THE EAST LINE OF BLOCK 15 S00°06'24"W 165.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.83 ACRES OF LAND.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATE HEREON AND SHOWN ON THIS MAP, DO HEREBY AMEND LOTS 1 AND 2 OF Z.L. GOODALL SUBDIVISION PLAT "A" AND HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENT AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

CASEY GOODALL, TRUSTEE OF THE CASEY GOODALL IRREVOCABLE TRUST DATE NOVEMBER 29, 2021 FERNANDO MAY GOODALL

ACKNOWLEDGMENT

STATE OF UTAH }  
COUNTY OF UTAH } S.S.

ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, CASEY GOODALL, TRUSTEE OF THE CASEY GOODALL IRREVOCABLE TRUST DATED NOVEMBER 29, 2021 AND FERNANDO MAY GOODALL, THE SIGNERS OF THE FOREGOING CERTIFICATE WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

THE \_\_\_\_\_ OF \_\_\_\_\_ COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL EASEMENTS, STREETS, AND OTHER PARCELS OF LAND AS DEPICTED HEREON INTENDED FOR UTILITIES AND PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC, THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

CITY MAYOR

APPROVED CITY ENGINEER (SEE SEAL BELOW) ATTEST CITY CLERK (SEE SEAL BELOW)

UTILITY APPROVAL

UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT TO ACCESS SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PUE. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE PUE AT THE OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE OWNER'S EXPENSE, AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PUE OR ANY OTHER OBSTRUCTIONS WHICH INTERFERES WITH THE USE OF THE PUE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PUE.

ROCKY MOUNTAIN POWER DATE

CENTRACOM DATE

CENTURY LINK DATE

PLAT "C"

Z.L. GOODALL

A VACATION OF LOTS 1 & 2,  
PLAT "A" Z.L. GOODALL SUBDIVISION

SECTION 1, TOWNSHIP 10 SOUTH, RANGE 1 EAST, S.L.B. & M.  
SANTAQUIN CITY, UTAH COUNTY, STATE OF UTAH  
SCALE 1"= 30 FEET

SURVEYOR CITY/COUNTY ENGINEER CLERK-RECORDER NOTARY PUBLIC

COUNTY RECORDER'S CERTIFICATE



**MEMORANDUM**  
**November 2, 2023**

---

**To:** Santaquin City Mayor and City Council  
**From:** Jason Callaway, Pubic Works Director  
**RE:** **Purchase of Meters, Towers and Radios from Mountainland Supply**

---

Mayor and Council Members,

I am writing to formally recommend and seek approval for the awarding of the purchase from Mountainland Supply Company for the acquisition of secondary water meters, radio reading towers, meter radios, and associated software for our city's pressurized irrigation system. This new equipment will greatly enhance and modernize the metering and monitoring capabilities and overall efficiency of our City pressure irrigation infrastructure. The funding for this critical project will come from the generous water conservation grant of \$1.69 million awarded to Santaquin City from the Division of Natural Resources. This grant was awarded on June 29, 2023.

This new equipment will replace our old and aging secondary water meters with new, modern and more efficient water meters. There are 2,581 secondary water meters that are identified as needing to be replaced. These new meters will more accurately measure the pressure irrigation water used by residents and businesses within Santaquin.

In addition to new meters, this project will furnish and install new radio reading towers, radios at the meters, and will help us to set up the associated computer monitoring software. This will allow residents and businesses to monitor their water usage in real time. This could potentially lead residents to increase the efficiency of their private property irrigation systems and to be able to adjust their usage accordingly.

The estimated cost for the procurement of the radios, meters, towers and software required for our pressurized irrigation system totals \$1,255,105.50. This expenditure will ensure the acquisition of the state-of-the-art equipment discussed above to optimize secondary water distribution and monitoring within our city.

I kindly request the City Council's approval to move forward with the procurement of these essential components for our pressurized irrigation system.

The purchase and installation of these modern meters, radios, and towers will not only enhance the efficiency of our pressure irrigation system but will also enable us to manage our water resources more effectively, contributing to our city's sustainability goals, and ensuring the best use of our available water resources.

Your support and approval of this project will mark a significant milestone in our efforts to strengthen the pressurized irrigation infrastructure of Santaquin City and will help to ensure the sustainable management of our water resources.

Please feel free to contact me with any questions.

Recommended Motion: Motion to approve \$1,255,105.50 for the purchase of meters, towers, and radios, and associated software from Mountainland Supply Company.





MLOR MOUNTAINLAND SUPPLY COMPANY  
1505 West 130 South  
Orem, UT 84058  
801-224-6050  
Fax 801-224-6058

SOLD TO:

SANTAQUIN CITY CORPORATION  
275 W MAIN STREET  
SANTAQUIN, UT 84655



## Acknowledgement

ORDER DATE	ORDER NUMBER
06/30/2023	S105497548
REMIT TO: MLSC MOUNTAINLAND SUPPLY COMPANY PO Box 127 OREM, UT 84059-0127	PAGE NO. 1 of 7

SHIP TO:

AMI METER PROJECT  
1215 N CENTER STREET  
BLADE 801-754-3211  
SANTAQUIN, UT 84655

CUSTOMER NUMBER	CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON		
81256	AMI Years 1-4				MORGAN EVANS		
WRITER		SHIP VIA	TERMS		SHIP DATE	FREIGHT ALLOWED	
TYSON ALLSOP			NET 30TH		07/24/2024	No	
ORDER QTY	DESCRIPTION			UNIT PRICE		EXT PRICE	
2ea	Base Stations and Infrastructure SENSUS FLEXNET M400B2 BASESTATION WATER - ELECTRIC OR GAS ONLY WITH POLE MOUNTING 2 Basestations - Callaway Park - Summit Ridge Park			38500.000/ea		77000.00	
1ea	BASESTATION INSTALLATION: ADDITIONAL FEES ***Callaway Park***			35000.000/ea		35000.00	
1ea	- Installation performed by Vikor BASESTATION INSTALLATION: ADDITIONAL FEES ***Summit Ridge Park***			35000.000/ea		35000.00	
2ea	- Installation performed by Vikor TESSCO 59703 890-960 MHz 9dB Fiberglass Omnidirectional Antenna DB589-Y			0.000/ea		0.00	
2ea	CS RV50-NE-ND 35814-1 RV50X SIERRA WIRELESS AIRLINK 4G INDUSTRIAL LTE CELLULAR GATEWAY NA- NORTH AMERICA MODEL V- VERIZON US - Verizon Wireless SIM Card will be required for each site			1500.000/ea		3000.00	
** Continued on Next Page *				Subtotal			
				S&H Charges			
				Tax			
				Total			Item #

Item # 10.



MLOR MOUNTAINLAND SUPPLY COMPANY  
1505 West 130 South  
Orem, UT 84058  
801-224-6050  
Fax 801-224-6058



## Acknowledgement

ORDER DATE	ORDER NUMBER
06/30/2023	S105497548
REMIT TO: MLSC MOUNTAINLAND SUPPLY COMPANY PO Box 127 OREM, UT 84059-0127	PAGE NO.  2 of 7

SOLD TO:

SANTAQUIN CITY CORPORATION  
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SANTAQUIN, UT 84655

SHIP TO:

AMI METER PROJECT  
1215 N CENTER STREET  
BLADE 801-754-3211  
SANTAQUIN, UT 84655

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
81256	AMI Years 1-4		MORGAN EVANS		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
TYSON ALLSOP			NET 30TH	07/24/2024	No
ORDER QTY	DESCRIPTION			UNIT PRICE	EXT PRICE
2ea	CS 32262 4G/3G OMNI 2DBD ANTENNA W/TYPE N FEMALE & CSI MNT HARDWARE			0.000/ea	0.00
2ea	CS 21847 12' ANTENNA CABLE FOR RV50 CELLULAR MODEM			0.000/ea	0.00
1ea	Technical Team Service Call Sensus Project Management AEM0 Monthly Fee			47725.000/ea	47725.00
	Subtotal -----				197725.00
	-				
	One-Time Costs				
1ea	SENSUS ONE-TIME RNI SETUP FEE			0.000/ea	0.00
1ea	SENSUS RNI TRAINING			0.000/ea	0.00
1ea	SENSUS ANALYTICS SETUP FEE PART#: 539.63.837.00521B			0.000/ea	0.00
1ea	SENSUS ANALYTICS CUSTOMER PORTAL INTEGRATION *SANTAQUIN CITY*			0.000/ea	0.00
1ea	SENSUS ANALYTICS EDUCATION *SANTAQUIN CITY*			0.000/ea	0.00
1ea	SENSUS Customer Portal Setup Fee *SANTAQUIN CITY*			0.000/ea	0.00
1ea	SENSUS Customer Portal Training *SANTAQUIN CITY*			0.000/ea	0.00
** Continued on Next Page *				Subtotal	
				S&H Charges	
				Tax	
				Total	
					Item #



MLOR MOUNTAINLAND SUPPLY COMPANY  
1505 West 130 South  
Orem, UT 84058  
801-224-6050  
Fax 801-224-6058



## Acknowledgement

ORDER DATE	ORDER NUMBER
06/30/2023	S105497548
REMIT TO: MLSC MOUNTAINLAND SUPPLY COMPANY PO Box 127 OREM, UT 84059-0127	PAGE NO. 3 of 7

SOLD TO:

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SANTAQUIN, UT 84655

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1215 N CENTER STREET  
BLADE 801-754-3211  
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CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
81256	AMI Years 1-4		MORGAN EVANS		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
TYSON ALLSOP			NET 30TH	07/24/2024	No
ORDER QTY	DESCRIPTION		UNIT PRICE		EXT PRICE
2ea	SENSUS BASESTATION CERTIFICATION/NETWORK CHECK *SANTAQUIN CITY*		0.000/ea		0.00
	Subtotal -----				0.00
	-				
	Software Annual Costs - YR 1				
1ea	SENSUS RNI ANNUAL FEE *SANTAQUIN CITY*		0.000/ea		0.00
	YEAR 1				
1ea	SENSUS ANALYTICS ANNUAL FEE *SANTAQUIN CITY*		0.000/ea		0.00
	YEAR 1				
1ea	SENSUS ANALYTICS TEXT MSGS ANNUAL *SANTAQUIN CITY*		0.000/ea		0.00
	YEAR 1				
1ea	SENSUS CUSTOMER PORTAL ANNUAL FEE *SANTAQUIN CITY*		0.000/ea		0.00
	YEAR 1				
1ea	SENSUS CUSTOMER PORTAL TEXT MSG ANNUAL FEE *SANTAQUIN CITY*		0.000/ea		0.00
	YEAR 1				
	Subtotal -----				0.00
** Continued on Next Page *			Subtotal S&H Charges Tax		
			Total		
					Item #

Item # 10.



MLOR MOUNTAINLAND SUPPLY COMPANY  
1505 West 130 South  
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801-224-6050  
Fax 801-224-6058

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## Acknowledgement

ORDER DATE	ORDER NUMBER
06/30/2023	S105497548
REMIT TO: MLSC MOUNTAINLAND SUPPLY COMPANY PO Box 127 OREM, UT 84059-0127	PAGE NO. 4 of 7

SHIP TO:

AMI METER PROJECT  
1215 N CENTER STREET  
BLADE 801-754-3211  
SANTAQUIN, UT 84655

CUSTOMER NUMBER	CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON	
81256	AMI Years 1-4				MORGAN EVANS	
WRITER		SHIP VIA	TERMS		SHIP DATE	FREIGHT ALLOWED
TYSON ALLSOP			NET 30TH		07/24/2024	No
ORDER QTY	DESCRIPTION			UNIT PRICE		EXT PRICE
	-					
1ea	Software Annual Costs - YR 2 SENSUS RNI ANNUAL FEE *SANTAQUIN CITY* YEAR 2			0.000/ea		0.00
1ea	SENSUS ANALYTICS ANNUAL FEE *SANTAQUIN CITY* YEAR 2			0.000/ea		0.00
1ea	SENSUS ANALYTICS TEXT MSGS ANNUAL *SANTAQUIN CITY* YEAR 2			0.000/ea		0.00
1ea	SENSUS CUSTOMER PORTAL ANNUAL FEE *SANTAQUIN CITY* YEAR 2			0.000/ea		0.00
1ea	SENSUS CUSTOMER PORTAL TEXT MSG ANNUAL FEE *SANTAQUIN CITY* YEAR 2			0.000/ea		0.00
2ea	SENSUS EXT WARRANTY BASE STATION M400 Model Basestations YEAR 2			0.000/ea		0.00
	Subtotal -----					0.00
	-					
	Software Annual Costs - YR 3					
** Continued on Next Page *				Subtotal		
				S&H Charges		
				Tax		
				Total		
						Item #

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MLOR MOUNTAINLAND SUPPLY COMPANY  
1505 West 130 South  
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## Acknowledgement

ORDER DATE	ORDER NUMBER
06/30/2023	S105497548
REMIT TO: MLSC MOUNTAINLAND SUPPLY COMPANY PO Box 127 OREM, UT 84059-0127	PAGE NO.  5 of 7

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SANTAQUIN CITY CORPORATION  
275 W MAIN STREET  
SANTAQUIN, UT 84655

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1215 N CENTER STREET  
BLADE 801-754-3211  
SANTAQUIN, UT 84655

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
81256	AMI Years 1-4		MORGAN EVANS		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
TYSON ALLSOP			NET 30TH	07/24/2024	No
ORDER QTY	DESCRIPTION			UNIT PRICE	EXT PRICE
1ea	SENSUS RNI ANNUAL FEE *SANTAQUIN CITY* YEAR 3			0.000/ea	0.00
1ea	SENSUS ANALYTICS ANNUAL FEE *SANTAQUIN CITY* YEAR 3			0.000/ea	0.00
1ea	SENSUS ANALYTICS TEXT MSGS ANNUAL *SANTAQUIN CITY* YEAR 3			0.000/ea	0.00
1ea	SENSUS CUSTOMER PORTAL ANNUAL FEE *SANTAQUIN CITY* YEAR 3			0.000/ea	0.00
1ea	SENSUS CUSTOMER PORTAL TEXT MSG ANNUAL FEE *SANTAQUIN CITY* YEAR 3			0.000/ea	0.00
2ea	SENSUS EXT WARRANTY BASE STATION M400 Model Basestations YEAR 3			0.000/ea	0.00
	Subtotal -----				0.00
	- Software Annual Costs - YR 4				
** Continued on Next Page *				Subtotal	
				S&H Charges	
				Tax	
				Total	
					Item #



MLOR MOUNTAINLAND SUPPLY COMPANY  
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## Acknowledgement

ORDER DATE	ORDER NUMBER
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SOLD TO:

SANTAQUIN CITY CORPORATION  
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SANTAQUIN, UT 84655

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BLADE 801-754-3211  
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CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
81256	AMI Years 1-4		MORGAN EVANS		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
TYSON ALLSOP			NET 30TH	07/24/2024	No
ORDER QTY	DESCRIPTION			UNIT PRICE	EXT PRICE
1ea	SENSUS RNI ANNUAL FEE *SANTAQUIN CITY* YEAR 4			0.000/ea	0.00
1ea	SENSUS ANALYTICS ANNUAL FEE *SANTAQUIN CITY* YEAR 4			0.000/ea	0.00
1ea	SENSUS ANALYTICS TEXT MSGS ANNUAL *SANTAQUIN CITY* YEAR 4			0.000/ea	0.00
1ea	SENSUS CUSTOMER PORTAL ANNUAL FEE *SANTAQUIN CITY* YEAR 4			0.000/ea	0.00
1ea	SENSUS CUSTOMER PORTAL TEXT MSG ANNUAL FEE *SANTAQUIN CITY* YEAR 4			0.000/ea	0.00
2ea	SENSUS EXT WARRANTY BASE STATION M400 Model Basestations YEAR 4			0.000/ea	0.00
	Subtotal -----				0.00
	- Meters and Radios				
** Continued on Next Page *				Subtotal S&H Charges Tax	
				Total	
					Item #



MLOR MOUNTAINLAND SUPPLY COMPANY  
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Orem, UT 84058  
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Fax 801-224-6058

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REMIT TO: MLSC MOUNTAINLAND SUPPLY COMPANY PO Box 127 OREM, UT 84059-0127	
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CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
81256	AMI Years 1-4		MORGAN EVANS		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
TYSON ALLSOP			NET 30TH	07/24/2024	No
ORDER QTY	DESCRIPTION			UNIT PRICE	EXT PRICE
2064ea	SENSUS 520M DUAL PORT SMPT RADIO PIT-SET WITH TRPL TOUCHCOUPLER TOUCHCOUPLER. W/LEAK DETECTION AND HOURLY READ & INTERVAL DATA			275.480/ea	568590.72
2581ea				189.380/ea	488789.78
NOTE- This is not a quote! Pricing, tax, S&H charges and quantities are not guaranteed and must be confirmed by you.					
				Subtotal	1255105.50
				S&H Charges	0.00
				Tax	0.00
				Total	1255105.50

Item 1

Item # 10.



**MEMORANDUM**  
**November 2, 2023**

---

**To:** Santaquin City Mayor and City Council  
**From:** Jason Callaway, Public Works Director  
**RE:** **Pressure Irrigation Meter and Radio Installation Contract**

---

Mayor and Council,

I am pleased to propose and recommend the awarding of a contract to Nielson Plumbing & Mechanical for the installation of the meter radios and secondary water meters associated with the State of Utah Water Resources grant that was recently awarded to Santaquin City in June, 2023. This project is a critical aspect of our city's infrastructure development. The installation costs are estimated at \$361,340, which is the most competitive bid that we received.

City staff received bids from three companies. They included Nielson Plumbing & Mechanical, Mountainland Supply company, and Hydrovac. The breakdown of bids received for comparison is as follows:

- Nielson Plumbing and Mechanical: \$361,340
- Mountainland Supply: \$387,150
- Hydrovac: \$412,96

The proposal from Nielson Plumbing encompasses a comprehensive plan for the installation of the new meter radios and secondary water meters. Their proposed approach involves employing our public works staff, on their days off, to perform the radio and meter replacement installation. Please note that city staff in their non Santaquin City work related to the radio and meter replacement will not be allowed to perform the work associated with this contract during their normally scheduled shifts or using any City resources. This approach demonstrates a cost-effective strategy but also leverages existing staff knowledge of and expertise with the City's pressurized irrigation system for efficient project completion.

The entirety of the project funding will come from the \$1.69 million dollar grant awarded by the State of Utah Division of Natural Resources. Nielson Plumbing and Mechanical, as the selected contractor, will take responsibility for insurance, workers compensation for employees, and efficient project management.

The bid received from Nielson Plumbing & Mechanical emerged as the most cost-effective option among the three quotes received, proving to be the most beneficial for the City in terms of both quality and price.



Recommended motion: Motion to approve the bid from Nielson Plumbing & Mechanical for the installation of meters and MXU's for the estimated price of \$361,340 .00.

# NIELSON

## Plumbing & Mechanical

625 North 2670 West

Lehi, Utah 84043

Phone (801) 870-1741

Fax (801) 766-6963

E-Mail: nielsonplumbingandmechanical@yahoo.com

Utah State License # 5991901-5501

To:

SANTAQUIN CITY

Job:

## Proposal

SANTAQUIN CITY  
METERREPLACEMENT

We hereby submit specification and estimate for:

Date: October 7<sup>th</sup>, 2023

**Total Price: \*\$361,340.00**

**Price Includes:** Installing 2581 new meters and MXUs at the price of \$140.00 each Labor only

### Addendums acknowledged:

#### Price Excludes:

- ☒ Electrical work
- ☒ Fire protection work
- ☒ Outside utility work (Beyond 5' of building)
- ☒ Cast in place concrete work
- ☒ Painting work
- ☒ Asphalt
- ☒ Sheetrock or framing work
- ☒ Roofing patch or repair

- ☒ Fees or permits
- ☒ Bond
- ☒ Access Doors
- ☒ Substantial Material Price Increases
- ☒ Concrete Tear-Out/Replacement
- ☐ Engineering Fee
- ☐ Gas or Water Meter
- ☐

We propose to furnish labor complete in accordance with the above specifications, For the sum of: \*\$361,340.00\*

Three Hundred Sixty One Thousand Three hundred Forty And .00/100 dollars

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation insurance.

Authorized  
Signature:

*JEROMY NIELSON*

**Note:** This Proposal may be withdrawn from us if not accepted within 30 days.

Acceptance:  
Authorized  
Signature:

Date of Acceptance:

# HYDRO VAC

## EXCAVATION

625 North 2670 West

Lehi, Utah 84043

Phone (801) 870-1741

E-Mail: shylohmuhlestein@gmail.com

Utah State License # 11522812-5501

To:

SATAQUIN CITY

Job:

WATER METER INSTALLATION

We herby submit specification and estimate for:

Date: October 10, 2023

**Total Price: \*\$412,960.00**

### Price Includes:

2581 METERS AND MXU INSTALLED @ \$160.00 EACH

### Addendums acknowledged:

#### Price Excludes:

- ☒ Electrical work
- ☒ Fire protection work
- ☒ Cast in place concrete work
- ☒ Painting work
- ☒ Asphalt
- ☒ Sheetrock or framing work
- ☒ Roofing patch or repair
- ☒ Gas or water meter sets
- ☒ Engineering fee

- ☒ Fees or permits
- ☒ Bond
- ☒ Access Doors
- ☒ Substantial Material Price Increases

☐  
☐  
☐  
☐  
☐  
☐

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become and extra charge above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation insurance.

Authorized  
Signature:

*SHYLOH MUHLESTEIN*

**Note:** This Proposal may be withdrawn from us if not accepted within 30 days.

Acceptance:

Authorized

Signature:

Date of Acceptance:



1505 West 130 South  
Orem, UT 84058



**METER QUOTE**

**SANTAQUIN CITY CORPORATION**

**SANTAQUIN, UT**



**MOUNTAIN CONTRACTORS**  
**SUPPLY GROUP**

(801) 224- Item # 11.

# Table of Contents

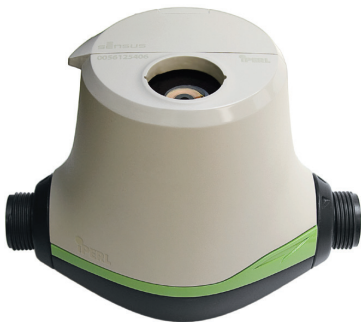
**\$387,500 FOR 1” IPERL METER &520M RADIO ..... \$150.00 FOR INSTALLATION PER-**  
**METER & RADIO ..... \$400,055 TOTAL FORINSTALLATION** **3**

SENSUS 1 IPERL 10.75 LL 1000G TR/PL 2-WIRE TRPL W/ 6FT CABLE 1000GAL CON-  
FIG# I4-S-1GL-XX . . . . . 4

SENSUS 520M SINGLE PORT SMPT RADIO PIT-SET WITH TRPL TOUCHCOUPLER  
INTERVAL DATA . . . . . 8

\$387,500 FOR 1" IPERL METER & 520M RADIO ..... \$150.00 FOR INSTALLATION PERMETER &

**\$387,500 FOR 1" IPERL METER & 520M  
RADIO ..... \$150.00 FOR INSTALLATION  
PERMETER & RADIO ..... \$400,055 TOTAL  
FOR INSTALLATION**



# iPERL Smart Water Meter

## Electromagnetic Flow Measurement System

Sensus iPERL® smart water meters are designed to capture both lost water and lost revenue. The innovative magnetic technology delivers unmatched low flow registration and minimal pressure loss. With no moving parts, iPERL maintains its accuracy over a 20 year lifetime and is equipped with smart water alarms – delivering the intelligence you need to quickly resolve issues in the field.

### CAPABILITIES

- The iPERL meter has an operating range of 0.11 gpm (0.025 m³/hr) to 55 gpm (12.5 m³/hr)—it even starts to register flow as low as 0.03 gpm (0.007 m³/hr).
- Sizes include: 5/8" (DN 15mm), 3/4" (DN 20mm) and 1" (DN 25mm)
- iPERL can be installed horizontally, vertically or diagonally.

### BENEFITS

- Maximize investment with iPERL's magnetic technology, which delivers a 20-year accuracy warranty, with no repairs
- Get smart water alarms to detect issues such as leaks, reverse flow, empty pipe, etc.
- Improve low flow accuracy to drive additional revenue

### Industry Leading Performance

The patented measurement technology of the iPERL water meter provides enhanced accuracy at both low and high flows. Over a 20-year lifespan, your iPERL will measure just as accurately as the day it was installed.

### Solid State Magnetic Technology

By avoiding the use of a mechanical measuring element inside the flow tube, metering performance is linear over the entire flow range – ensuring no reduction in accuracy at any flow rate over the life of the meter. The iPERL meter uses our patented remanent magnetic field technology – requiring far less energy and delivering superior accuracy.

### Alarms

Quick resolution of field issues is made possible with smart water alarms including leak detection, reverse flow, empty pipe, magnetic tamper and low battery. When integrated with our FlexNet® communication network, remotely gathering and transmitting data has never been more reliable or profitable.

### Construction

The iPERL meter body is made of composite alloy and contains no metal material. Inside the meter body is an electronic register and a measuring device that is comprised of a composite alloy flow tube. Embedded in the flow tube are coated silver electrodes. iPERL utilizes these to measure the fluid velocity through the flow tube – enabling less power consumption and predictable meter performance. The iPERL meter has a 20-year accuracy warranty and a 20-year battery life guarantee.



iPERL Smart Water Meter

Electronic Register

The 9-digit hermetically-sealed electronic register with LCD display was designed to eliminate dirt, fog and moisture contamination in pit settings. The large, easy-to-read display includes AMR digits, direction of flow, units of measure and smart water alarms. The AMR digits and units of measure are fully programmable. The register also provides integrated customer data logging.

AMI / AMR Compatibility

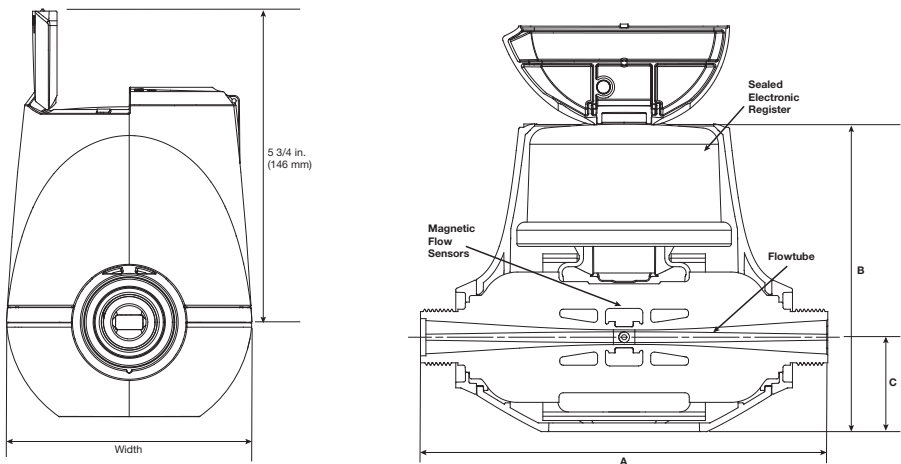
Sensus iPERL meters are compatible with common AMR/AMI systems, including the Sensus FlexNet® communication network.

Conformance to Standards

The iPERL meter far exceeds the most recent revision of ANSI/AWWA Standard C-700 and C-710 for accuracy and pressure loss requirements. All iPERL meters are NSF/ANSI Standard 61 Annex F and G compliant and tested to AWWA standards.

Tamper Resistant

The integrated construction of the iPERL water meter prevents removal of the register to obtain free water. The magnetic tamper and low field alarms will both indicate any attempt to tamper with the magnetic field of the iPERL meter.



Dimensions and Net Weights

Size	A (lay length)	B	C	Spud Ends	NPSM Thread Size	Width	Net Weight
5/8" (DN 15 mm)	7-1/2" (190 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	5/8" (15 mm)	3/4" (19 mm)	4-1/2" (114 mm)	3.1 lb. (1.4 kg)
3/4"S (5/8" x 3/4") (DN 20 mm)	7-1/2" (190 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	3/4" (20 mm)	1" (25 mm)	4-1/2" (114 mm)	3.1 lb. (1.4 kg)
3/4" (DN 20 mm)	9" (229 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	3/4" (20 mm)	1" (25 mm)	4-1/2" (114 mm)	3.2 lb. (1.5 kg)
1" (DN 25 mm)	10-3/4" (273 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	1" (25 mm)	1-1/4" (32 mm)	4-1/2" (114 mm)	3.3 lb. (1.6 kg)



WDS-10006-04



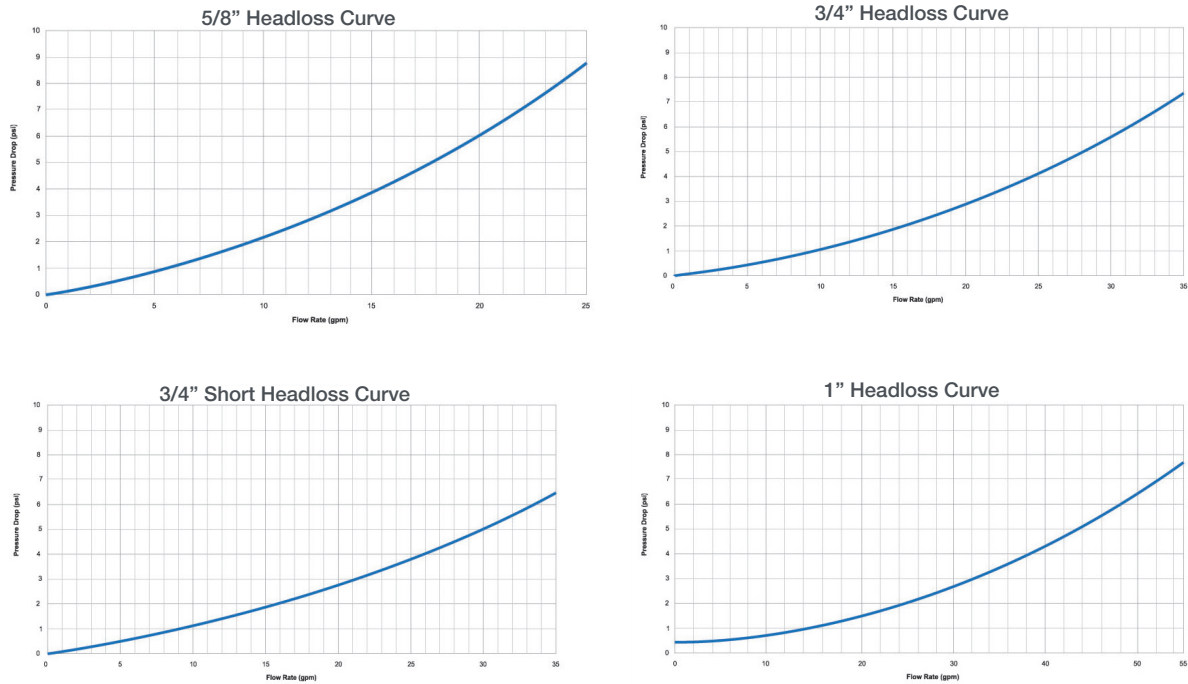


iPERL Smart Water Meter

Specifications

Service	Measurement of potable and reclaimed water. Water operating temperature range of 33°F (0.56°C) -80°F (26.7°C)
Starting Flow	5/8" (DN 15mm) size: 0.03 gpm (0.007 m³/h) 3/4" (DN 20mm) size: 0.03 gpm (0.007 m³/h) 1" (DN 25mm) size: 0.11 gpm (0.025 m³/h)
Low Flow Range (±3%)	5/8" (DN 15mm) size: >0.11 gpm (0.025 m³/hr) to <0.18 gpm (0.041 m³/hr) 3/4" (DN 20mm) size: >0.11 gpm (0.025 m³/hr) to <0.18 gpm (0.041 m³/hr) 1" (DN 25mm) size: >0.3 gpm (0.068 m³/hr) to <0.4 gpm (0.09 m³/hr)
Normal Water Operating Flow Range (±1.5%)	5/8" (DN 15mm) size: 0.18 to 25 gpm (0.04 to 5.7 m³/hr) 3/4" (DN 20mm) size: 0.18 to 35 gpm (0.04 to 8.0 m³/hr) 1" (DN 25mm) size: 0.4 to 55 gpm (0.09 to 12.5 m³/hr)
Maximum Operating Pressure	5/8" and 3/4" size: 200 psi (13.8 bar) 1" size: 175 psi (12.1 bar)
Measurement Technology	Solid state electromagnetic flow
Register	Hermetically sealed, 9-digit programmable electronic register; AMR/AMI compatible; iPERL register programmable using the UniPro® communicator and FieldLogic™ software
Materials	External housing – Thermal plastic; Flowtube – Polyphenylene sulfide alloy; Electrode – Silver/silver chloride; Register cover – Tempered glass
Alarm Defaults	Alarm Duration – 90 days; Leak Duration before alarm is triggered – 24 hours; Datalog Interval – 1 hour; Alarm Mask

Headloss Curves



\$387,500 FOR 1" IPERL METER & 520M RADIO ..... \$150.00 FOR INSTALLATION PERMETER &



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1-800-638-3748  
[sensus.com](http://sensus.com)

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\$387,500 FOR 1" IPERL METER & 520M RADIO ..... \$150.00 FOR INSTALLATION PERMETER &

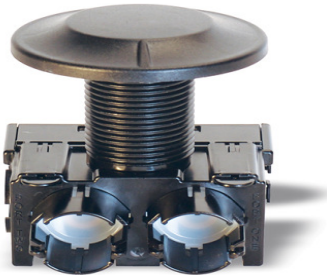
DS-W-AMR-00-01-0312-02-A

FlexNet™  
SmartPoint™ M2

Description

Model 520M – Pit Set

The FlexNet SmartPoint M2 is a radio transceiver that provides water utilities inbound and outbound access to water measurement and ancillary device diagnostics via radio signal. The SmartPoint 520M is designed for submersible, pit-set environments. With its migratable, two-way communication ability, the M-Series SmartPoint functions as a walk-by/drive-by endpoint, fixed base endpoint, or combination of the two. This flexibility increases utility data collection capabilities and streamlines operations.



Features

TOUCHCOUPLER DESIGN

The SmartPoint M2 utilizes TouchCoupler, the patented Sensus inductive coupling communication platform to interface with the encoded meter. With TouchCoupler, the SmartPoint M2 can connect to the meter using existing two wire AMR installations instead of requiring utilities to access the meter to install a new three-wire connection. This results in a fast, efficient and reliable connection at minimal cost.

OPERATION

The FlexNet SmartPoint M2 receives input from the meter register and remotely sends data to a walk-by/ drive-by or fixed base collection device. The SmartPoint M2 easily migrates from walk-by/drive-by to fixed base by simply installing a Base Station.

In walk-by/drive-by mode, the SmartPoint M2 collects data and awaits an activation signal from the Vehicle Gateway Basestation (VGB) or Hand-Held Device (HHD). Upon signal receipt, it transmits readings, the meter identification number and any alarms.

As a fixed-base endpoint, the SmartPoint M2 interacts with one or more strategically placed Base Stations located in the utility service area. Top of the hour readings and other diagnostics are instantly forwarded to the Regional Network Interface (RNI) at time of transmission. The FlexNet system provides unmatched reliability by

using expansive tower receiver coverage of metering end points, data/message redundancy, fail over back up provisions and operation on FCC primary use (unshared) RF spectrum.

POWERFUL TRANSMISSION,  
FLEXIBLE PLATFORM

The SmartPoint M2 offers several advantages that control both deployment and lifetime operation costs. It's powerful, industry leading two watt transmitter broadcasts over large distances and minimizes collection infrastructure. And once the SmartPoint M2 is installed, its migratable, two-way system platform can be updated without requiring personnel to visit each meter and/or inconveniencing customers.

ADDITIONAL SMARTPOINT M2  
FEATURES

The SmartPoint M2 obtains hourly readings and can monitor continuous flow over a programmable period of time, alerting the utility to leak conditions. In addition, the SmartPoint M2 stores up to 840 consumption intervals (35 days of hourly consumption), providing the utility with the ability to extract detailed usage profiles for consumer information and dispute resolution. The SmartPoint M2 also incorporates a two-port design, allowing the utility to connect multiple registers and ancillary devices (such as acoustic monitoring) to a single SmartPoint. This results in a compact installation that saves

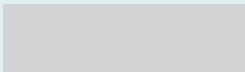
time, space and money - without reducing system performance.

SPECIFICATIONS

SERVICE	Pit set installation interfacing the utility meter to the Sensus FlexNet system. Unit requires 1.75" diameter hole in pit lid; fits pit lid thicknesses up to 1.75"
PHYSICAL CHARACTERISTICS	Width: 4.43" x Height: 5.09" x Depth: 3"
WEIGHT	1.0 lbs/16.0 oz
COLOR	Black
FREQUENCY RANGE	900 – 950 MHz, 8000 channels X 6.25 kHz steps
MODULATION	Proprietary Narrow Band
MEMORY	Non-Volatile
POWER	Lithium Thionyl Chloride batteries
APPROVALS	<b>US:</b> FCC CFR 47: Part 90, Part 24D, Part 101C, Part 15 Licensed operation <b>Canada:</b> Industry Canada (IC) RSS-134, RSS-119, RSS-210
OPERATING TEMPERATURE	- 22° F to +185° F - 30° C to + 85° C
OPTIONS	Dual or single port availability; TouchCoupler only, wired only, Nicor connection
INSTALLATION ENVIRONMENT	100% condensing, water submersible
COMPATIBILITY	<b>TouchCoupler and Wired Version:</b> Sensus Encoded Registers Badger ADE water registers and MasterMeter AccuLinX <b>Wired Version Only:</b> Elster Encoder (Sensus protocol) and Neptune ARB VI (ProRead). Hersey Translator
WARRANTY	20 years – Based on six transmissions per day. Refer to Sensus G-500 for warranty.

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SENSUS



**MEMORANDUM**  
**November 2, 2023**

---

**To:** Santaquin City Mayor and City Council  
**From:** Jason Callaway  
**RE:** **Harmonic Balancer Replacement**

---

Dear Mayor and Council,

I am writing regarding the need to replace the electrical harmonic balancer (i.e., electrical line conditioner) that has failed at the City's WRF (Water Reclamation Facility). The total cost of the equipment is \$49,156.00, plus freight. Startup and a one-year warranty are included in the quoted price. This equipment's replacement is crucial as it will safeguard downstream electrical equipment from power irregularities originating from the utility side. Santaquin City aims to utilize its in-house electrician for the installation of the electrical harmonic balancer, ensuring substantial cost savings from potential equipment damage for the city.

After a bidding process, we have received three bids:

1. Codale: \$57,462.00 plus freight
2. Royal Wholesale: \$53,589.24 plus freight
3. Dykman Electrical: \$49,156.30 plus freight

The funds for this needed equipment were not budgeted in this year's budget. Funds will have to come from a budget amendment later this year or allocated from the City's repair and replacement funds.

The replacement of this electrical harmonic balancer will help the longevity and reliability of our Water Reclamation Facility's electrical infrastructure.

If you have any questions, please feel free to contact me.

Recommended motion: Motion to approve the purchase of a harmonic balancer from Dykman Electrical for \$49,156.30.

**Dykman Electrical Inc.**  
**3060 W. California Ave Ste# G**  
**Salt Lake City, UT 84104**



Date 10/24/2023

To: William Marvin  
 Company: City Of Santiquin  
 Phone #: 1-801-787-1746

From: Brooks Catmull  
 E-mail: [bcatmull@dykman.com](mailto:bcatmull@dykman.com)  
 Company: Dykman Electrical Inc.  
 3060 W. California Avenue Suite G  
 Salt Lake City, UT 84104  
 Phone #: 801-974-4440  
 Fax #: 801-974-4441

CC: Brad Ruesch  
 Customer Ref: TCI Filter Upgrade

Our Ref: 306BC018-REV1

Current Delivery: 22-24 Weeks ARO  
 Delivery Terms: NET 30

Payment Terms: Net 30 days  
 Shipping: Prepay & Add To Invoice

ITEM	DESCRIPTION								QTY.	PRICE EACH	PRICE TOTAL
1	Type I Part Number	Circuit Breaker	Rated Amps	Watts Loss	Weight (lb)	Dimensions (in.)			1	\$41,859.30	\$41,859.30
	ALC200A01H010N	ABB 65K	200	7,000	565	Height	Width	Depth			
1	CM100A00 - Modbus RTU over RS485								1	\$0.00	\$0.00
1	HGAF01F1 - FRAME F1 Floor Stand								1	\$1,297.00	\$1,297.00
1	Startup & Comissioning - 1 8hr Day M-F 8AM-5PM * (Includes Travel & Expenses)								1	\$6,000.00	\$6,000.00
Quote Total											\$49,156.30
											+FRT

We are pleased to submit this proposal subject to our standard terms and conditions.  
 Quoted delivery is based on current inventory status and/or material availability; check delivery when placing order.  
 Delivery is typical, time may vary due to circumstances outside of seller's control.  
 Please check that there are not any additional variant codes that have to be added.  
 These options are detailed in a separate listing below.  
 This quotation is valid for 30 days after the above date. Extensions may be requested.

Codale Electric Supply - ORM  
 362 South Commerce Loop  
 OREM, UT 84058-5157  
 801-724-3000 Fax 801-724-3044

randym@codale.com

QUOTE TO:  
 SANTAQUIN CITY  
 275 W MAIN STREET 2ND FLOOR  
 SANTAQUIN, UT 84655  
 801-754-3211

SHIP TO:  
 SANTAQUIN CITY/ SHIP TO  
 1215 N CENTER STREET  
 ATTN WILLY M.  
 SANTAQUIN, UT 84655  
 801-754-3211

## Quotation

QUOTE DATE	QUOTE NUMBER
08/03/23	S008186123
PAGE NO.	
1 of 2	

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB NAME	QUOTED TO		
79717	400 amp active filter	400 amp active filte	WILLY M.		
SALESPERSON		SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE	
Randy Mercer		MF MOTOR FRGHT	No	11:59pm MT 09/02/23	
ORDER QTY	UPC	DESCRIPTION	UNIT PRICE	U	EXT PRICE
1ea		MISC MATERIAL . PART# ALC250A01H0100 ALC, 250AMP, 480V, Type 1, HMI, ABB 65K ### . 250 amp active filter NEMA 1 . . N/S Item: Mfg Return Policy Applies	46130.100	e	46130.10
1ea		MISC MATERIAL N/S Item: Mfg Return Policy Applies . PART# CM250A00 ## H5, Option 250A, 480V HMI-Modbus RTU/RS485 . ## Default ModBUS communications . ### INC ###	0.000	e	0.00
1ea		MISC MATERIAL N/S Item: Mfg Return Policy Applies . ## PART# CM250A01 ### . ## H5, Option 250A, 480V HMI-Ethernet/IP and Modbus TCP .	2472.000	e	2472.00

\*\*\* Continued on Next Page \*\*\*



**Codale Electric Supply - ORM**  
**362 South Commerce Loop**  
**OREM, UT 84058-5157**  
**801-724-3000 Fax 801-724-3044**

**randym@codale.com**

QUOTE TO:  
 SANTAQUIN CITY  
 275 W MAIN STREET 2ND FLOOR  
 SANTAQUIN, UT 84655  
 801-754-3211

SHIP TO:  
 SANTAQUIN CITY/ SHIP TO  
 1215 N CENTER STREET  
 ATTN WILLY M.  
 SANTAQUIN, UT 84655  
 801-754-3211

## Quotation

QUOTE DATE	QUOTE NUMBER
08/03/23	S008186123
PAGE NO.	
2 of 2	

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB NAME	QUOTED TO		
79717	400 amp active filter	400 amp active filte	WILLY M.		
SALESPERSON		SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE	
Randy Mercer		MF MOTOR FRGHT	No	11:59pm MT 09/02/23	
ORDER QTY	UPC	DESCRIPTION	UNIT PRICE	U	EXT PRICE
2ea		Optional EtnerNET communications . MISC MATERIAL N/S Item: Mfg Return Policy Applies . ## KCTF-TBD Kit. Current XFMR, TBD ## CTs TBD (2 Needed) per filter Need to get the BUS amperage	834.860	e	1669.72
1ea		MISC MATERIAL N/S Item: Mfg Return Policy Applies . ## Field-Service-EPD-Startup EPD Startup Services . ## Recommended Commissioning & Training, Adds 1 year to the warranty . . ## Lead Time 24 weeks and then ## ## shipping TIME FROM Germantown, Wisconsin USA . . ### PLUS FREIGHT CHARGES ### . Shipping is PrePaid and then added to your invoice. Shipping costs are very high please plan accordingly ... Weight 1229 LBS .	6190.480	e	6190.48

### TERMS & CONDITIONS

<b>Subtotal</b>	<b>56462.30</b>
<b>S&amp;H CHGS</b>	<b>1000.00</b>
<b>Sales Tax</b>	<b>0.00</b>
<b>Amount Due</b>	<b>57462.30</b>

Item # 12.

Quoted to Santaquin City by Royal Wholesale Electric , Salt Lake City, Utah - Kurt Christman

**Proposal Name:** BW23\_146\_Santaquin\_RoyalSaltlake

**Quote Name:** Accusine AHF

---

**Proposal Number:** P-230807-3917018

**Quote Number:** Q-4304001

**Quote Date:** 10/03/2023

**Through Addenda Number:** 0

**Sales Representative:** Bret WILCKEN

### **Conditions of Sale**

*This Quotation is subject to Coordinated Project Terms. See <https://www.se.com/us/en/download/document/0100PL0043/>*

Quoted price in currencies other than U.S. Dollars is per the annual Schneider Electric exchange guidance.

Quote is valid for 30 days. Quoted lead times are approximate and subject to change.

Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

### **Pricing**

#### **Report Group DISTRIBUTOR SELL PRICE Price Summary**

Ungrouped	\$53589.24
<b>Report Group Price Total</b>	<b>\$53589.24</b>

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<b>Total DISTRIBUTOR SELL PRICE</b>	<b>\$53589.24</b>
<b>Total Warranty</b>	<b>\$0.00</b>
<b>Total FOB</b>	<b>\$0.00</b>
<b>Quote Total US DOLLARS</b>	<b>\$53589.24</b>

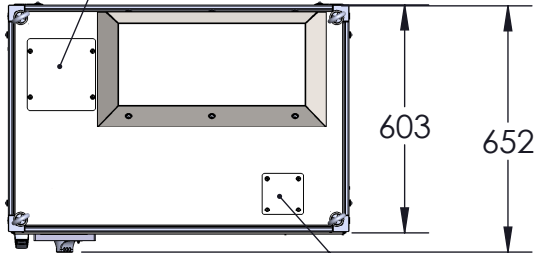


## Ungrouped

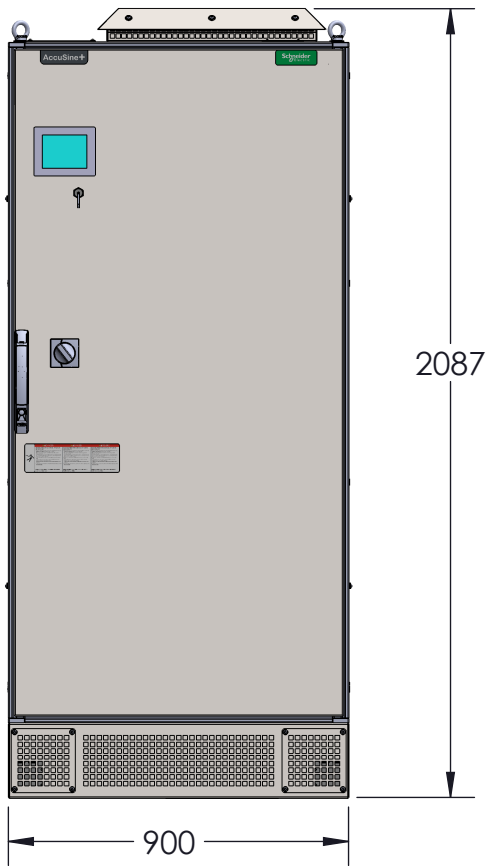
**\$53589.24**

Seq #	Qty	Product Description	Price Each	Subtotal
1	1	<b>Designation :</b> 200A AHF 480V <b>Item No :</b> 129153290 <b>Product Details:</b> PCSP200D5N2-AccuSine PCS+ 200A 380-480 VAC N2	\$51259.80	\$51259.80
2	1	<b>Designation :</b> Startup <b>Item No :</b> 124833045 <b>Product Details:</b> 1-SRVACCUSINES-DPIBS ADHOC and Rollups Line Containing:	\$2329.44	\$2329.44

TOP POWER ENTRY 150x175mm OPENING

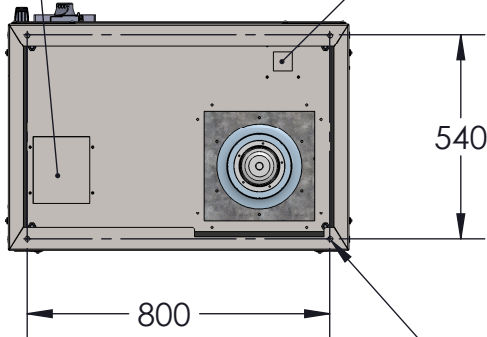


TOP ENTRY COMMUNICATIONS & CT's 50x50mm OPENING



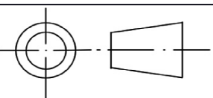

NHA5990600 LARGE ENCLOSURE 480V IP31/N2		
PCSP200D5N2	AccuSine PCS+ 200A, 380-480 VAC N2	HRB49223
EVCP200D5N2	AccuSine PFV+ 200A, 380-480 VAC N2	HRB49224
PCSP200D5IP31	AccuSine PCS+ 200A, 380-480 VAC IP31	HRB49225
EVCP200D5IP31	AccuSine PFV+ 200A, 380-480 VAC IP31	HRB49226
PCSP300D5N2	AccuSine PCS+ 300A, 380-480 VAC N2	HRB18251
EVCP300D5N2	AccuSine PFV+ 300A, 380-480 VAC N2	HRB18252
PCSP300D5IP31	AccuSine PCS+ 300A, 380-480 VAC IP31	HRB18248
EVCP300D5IP31	AccuSine PFV+ 300A, 380-480 VAC IP31	HRB18249

BOTTOM POWER ENTRY 150x175mm OPENING



BOTTOM ENTRY COMMUNICATIONS & CT's 50x50mm OPENING

Ø 13 FLOOR  
ANCHOR HOLES

	Scale: N/A	Tolerancing Standard: ISO8015		Units of Measure: mm	
		<b>LARGE ENCLOSURE 380-480V IP31-N2</b> <i>LARGE ENCLOSURE 380-480V IP31-N2</i>			
		Number: NHA5990600		Revision: <b>00</b>	Sheet: 1 OF 1

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State:

Released for Manufacturing  
Printed on 2015/07/09

Item # 12.



Product availability: Stock - Normally stocked in distribution facility

Price\*: 140646.66 USD



### Main

Range of Product	AccuSine
Product name	AccuSine PCS+
Product or Component Type	Active harmonic filter

### Complementary

Poles description	3P
Wiring mode	3 or 4 wires
Network rated voltage	380...480 V AC
Input Frequency	50/60 Hz +/- 3 Hz auto sensing
Maximum permissible voltage	1.1 x Un
Neutral protection setting	Not provided
Nominal output current	200 A
Reactive power rating	166 Kvar 480 V AC 50/60 Hz
Operating Mode	Power factor correction Harmonic cancellation Mains current balancing
Mounting Location	Indoor
Enclosure mounting	Floor-standing
Protection Type	Circuit breaker protection
Control Type	Door-interlocked with rotary handle
Breaking capacity	200 KA
Function Available	Rear plenum with forced ventilation for high heat flow
Electromagnetic compatibility	Conducted EMC, class A EN 61000-6-4
Accessibility for operation	Front
Location of connection	Top or bottom

## Environment

Degree of protection	UL type 2
Environmental characteristic	Operating 3C2 IEC 60721-3-3 Operating 3S2 IEC 60721-3-3 Storage 3C3 IEC 60721-3-3 Storage 3S3 IEC 60721-3-3
Operating altitude	<= 3280.84 ft (1000 m) 1 % per 100 m
Ambient air temperature for operation	32...104 °F (0...40 °C) 32...122 °F (0...50 °C) maximum with current derating of 2 % per °C
Relative humidity	0...95 %
Impregnation material	Conformal coated
Standards	CSA C22.2 No 60947-1-07 EN 61000-6-4 UL 508 UL 60947-1 CSA C22.2 No 14 EN 60439-1
Product Certifications	cULus[RETURN]ABS[RETURN]CE[RETURN]RCM
Ambient Air Temperature for Storage	-4...140 °F (-20...60 °C)
Net Weight	782.64 Lb(US) (355 kg)
Height	82.68 In (2100 mm)
Width	35.43 In (900 mm)
Color	Light gray RAL 7035)
Depth	23.62 In (600 mm)

## Ordering and shipping details

Category	00089-ACTIVE FILTERS
Discount Schedule	DE2C
GTIN	3606480851094
Returnability	No
Country of origin	US

## Packing Units

Unit Type of Package 1	PCE
Number of Units in Package 1	1
Package 1 Height	91.77 In (233.1 cm)
Package 1 Width	47.01 In (119.4 cm)
Package 1 Length	47.01 In (119.4 cm)
Package 1 Weight	1047.20 Lb(US) (475.0 kg)

## Offer Sustainability

California proposition 65	WARNING: This product can expose you to chemicals including: Lead and lead compounds, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to <a href="http://www.P65Warnings.ca.gov">www.P65Warnings.ca.gov</a>
EU RoHS Directive	Compliant <a href="#">EU RoHS Declaration</a>
Toxic heavy metal free	Yes
Mercury free	Yes
China RoHS Regulation	<a href="#">China RoHS Declaration</a>
RoHS exemption information	<a href="#">Yes</a>
WEEE	The product must be disposed on European Union markets following specific waste collection and never end up in rubbish bins.

Contractual warranty

Warranty	18 months
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Product Life Status :	Commercialised
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**RESOLUTION No. 11-01-2023**

**A RESOLUTION TO PROVIDE WATER LINE EASEMENTS TO CENTRAL UTAH  
WATER CONSERVANCY DISTRICT (CUWCD) TO ALLOW FOR CENTRAL UTAH  
PROJECT (CUP) WATER PIPELINE INSTALLATION AND MAINTENANCE WITHIN  
SANTAQUIN CITY PROPERTY AND RIGHTS-OF-WAY**

**WHEREAS**, the City Council of Santaquin City acknowledges the need to enhance the City's secondary, pressure irrigation water supply to meet the current and future needs of the community; and

**WHEREAS**, CUWCD has designed the Central Utah Project (CUP) pipeline and associated infrastructure to deliver CUP water to Santaquin City; and

**WHEREAS**, Santaquin City is contractually obligated to accept delivery of CUP water by virtue of an executed March 15, 2005 agreement between CUWCD, The US Bureau of Reclamation, South Utah Valley Municipal Water Association (SUVMTWA), and the US Department of the Interior; and

**WHEREAS**, Santaquin City is a member of the SUVMTWA; and

**WHEREAS**, at the request of CUWCD, Santaquin City is willing to provide the needed perpetual easements for installation and maintenance of CUP pipelines within City Rights-of-Way and on other City properties;

**NOW THEREFORE, BE IT RESOLVED** by the of Santaquin City Council that Mayor Daniel M. Olson is authorized to sign easement documents in substantial form as those attached hereto for the Central Utah Water Conservancy District to install and maintain the CUP pipeline and related infrastructure within Santaquin City property and Rights-of-Way and other City property.

Approved on this 7<sup>th</sup> day of November, 2023.

\_\_\_\_\_  
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

Central Utah Project Completion Act  
Utah Lake Drainage Basin Water Delivery System  
Santaquin Reach Pipeline  
Utah County, Utah

**Temporary Construction Right-of –Entry**

Santaquin City, (“Permitter”) does hereby grant to the Central Utah Water Conservancy District and Department of Interior, their representatives and construction contractors (collectively “Permittees”) permission to temporarily enter upon the following two described real properties (“Properties”):

An area of 0.06 acre of vacant land as shown on Exhibit A-1 attached hereto located on Assessor Parcel 48:374:0003 in Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian and further described as:

Commencing at the West Quarter Corner of Section 36, Township 9 South, Range 1 East, Salt Lake Base & Meridian, thence North 1838.05 feet; thence East 1070.59 feet to the True Point of Beginning; thence South 80°33'26" East 13.49 feet; thence South 80°33'23" East 30.41 feet; thence South 00°00'00" West 60.74 feet; thence North 90°00'00" West 43.31 feet; thence North 00°00'00" East 67.94 feet to the point of beginning; and

An area of 1.74 acres of vacant land as shown on Exhibit A-2 attached hereto located on Assessor Parcel 32:009:0046 in Section 3, Township 10 South, Range 1 East, Salt Lake Base and Meridian and further described as:

Commencing at the Southwest Corner of Section 3, Township 10 South, Range 1 East, Salt Lake Base & Meridian, thence North 884.65 feet; thence East 1961.56 feet to the True Point of Beginning; thence North 89°43'00" East 317.86 feet; thence South 00°17'00" East 40.00 feet; thence North 89°43'00" East 10.00 feet; thence South 00°17'00" East 458.22 feet; thence South 89°43'00" West 30.00 feet; thence North 00°17'00" West 330.60 feet; thence North 90°00'00" West 297.80 feet; thence North 00°09'29" West 40.00 feet; thence North 00°21'03" West 126.15 feet to the point of beginning.

This right-of-entry (“Agreement”) is for the purpose of providing temporary construction work area adjacent to locations where water delivery turnouts are being constructed to serve Santaquin City as part of the Santaquin Reach Pipeline. The work areas also provide construction access to Ginger Gold Road and to Summit Ridge Parkway. This Agreement shall terminate on May 20, 2026, or upon the completion of construction of the Santaquin Reach Pipeline, whichever occurs first.



The Permittees agree to:

1. Require the construction contractor to reseed all disturbed areas on the Property with either Intermountain Farmers Association non-irrigated pasture mix seed or UDOT highway seed mixture at the choice of the Permitter.
2. Restore the land to pre-existing condition.
3. Require the construction contractor to name Santaquin City as an “additional insured” on the contractor’s liability insurance policy for construction.
4. Not allow the construction contractor to use the area described herein except for access and local staging for the construction of the adjacent water delivery turnout structures and pipes. The property shall not be used for a batch plant, material stockpiling or construction yard without a separate agreement with Santaquin City.

IN WITNESS THEREOF, we have set our hands this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

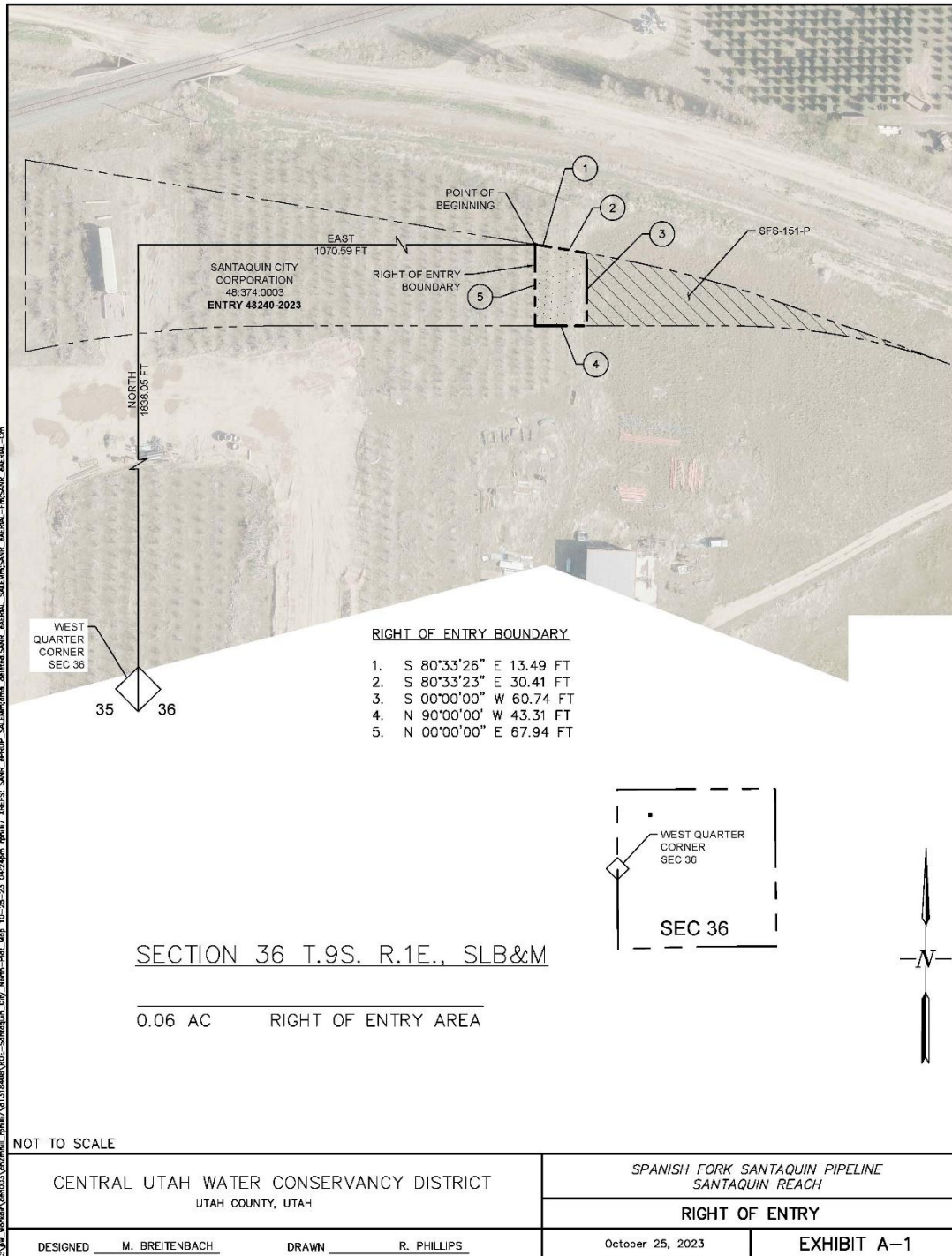
Santaquin City

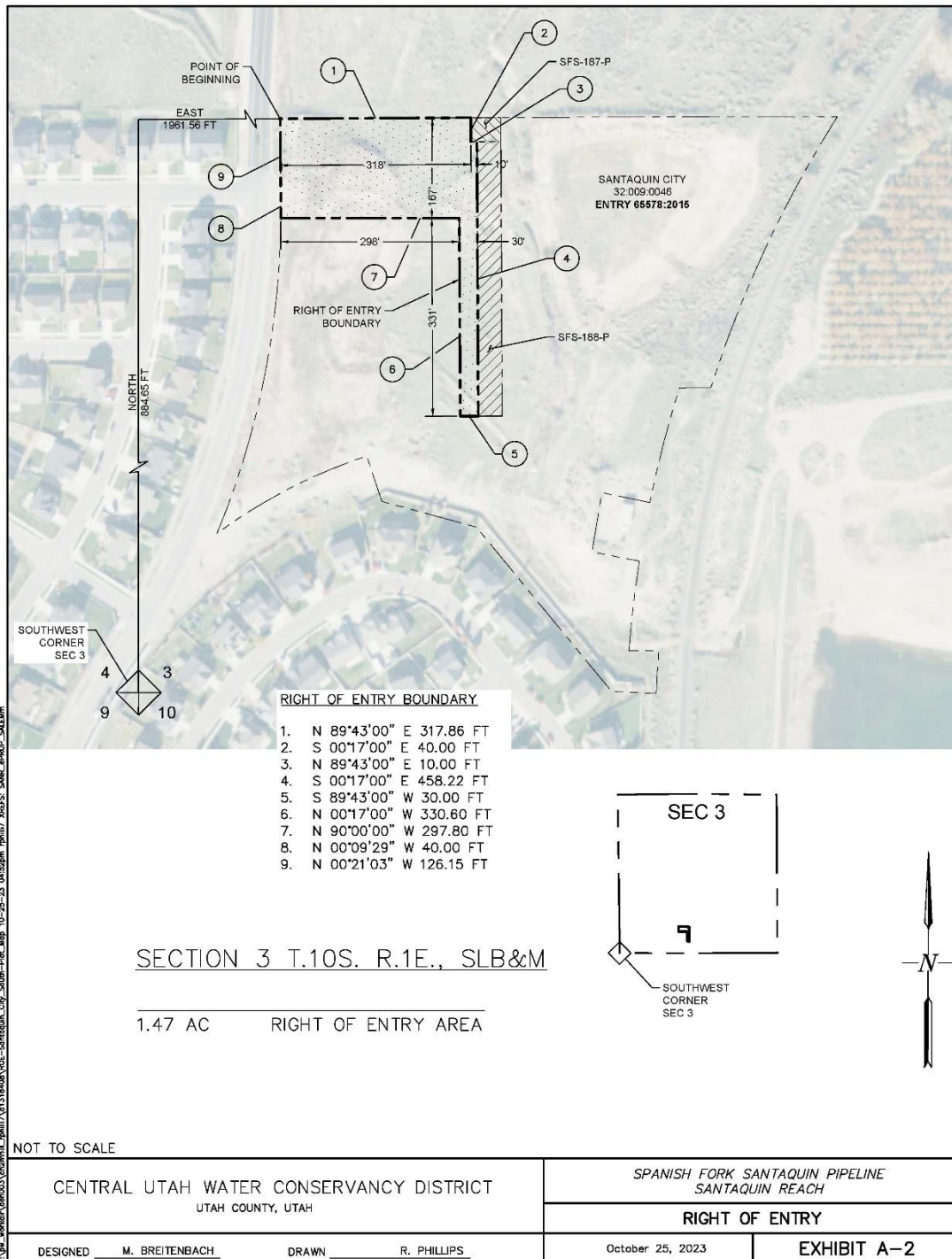
\_\_\_\_\_

ACCEPTED:  
Central Utah Water Conservancy District

By and Date:

By and Date:







# United States Department of the Interior

OFFICE OF THE SECRETARY  
Central Utah Project Completion Act Office  
302 East Lakeview Parkway  
Provo, Utah 84606

CA-1000  
2.2.3.18

HAND DELIVERED

Mr. Norm Beagley  
City Manager, Santaquin City  
275 West Main Street  
Santaquin, Utah 84655

Subject: Land Acquisition – Santaquin City – Contract No. 24-LA-40-0040, Parcel No. SFS-188(P) – Spanish Fork Santaquin Pipeline – Santaquin Reach – Utah Lake Drainage Basin Water Delivery System – Section 202(a)(1) – Central Utah Project Completion Act

Dear Mr. Beagley:

The United States of America through the Central Utah Project Completion Act Office is in the process of acquiring right-of-way in connection with the construction of the Spanish Fork Santaquin Pipeline – Santaquin Reach, Utah Lake Drainage Basin Water Delivery System, Central Utah Completion Act. We propose to purchase from you a 0.42-acre perpetual easement designated as Parcel No. SFS-188(P).

In accordance with Section 301(3) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (84 Stat. 1894), as amended, we are furnishing the following information concerning the proposed acquisition. An estimate of value was made of the subject property in accordance with the regulations governing Federal acquisition of land. As required by law, any increase or decrease in the fair market value of your property caused by the project, except with respect to severance damages, if any, has been disregarded. The just compensation for your property has been determined to be \$12,600.00, which amount is not less than the approved market value.

Enclosed for your review and consideration is the original and one copy of a Contract and Grant of Easement (Contract) as well as a land description and plat map. If the terms and provisions of this Contract meet with your approval, please sign the Contract exactly as your name(s) appear. The signature(s) must be properly acknowledged (notarized). The original Contract should then be returned to this office for further processing.

Should you desire additional information concerning this proposed acquisition, please telephone. Mr. Bruce Whiting at (801) 379-1061 or by email at [bwhiting@usbr.gov](mailto:bwhiting@usbr.gov). For Text Telephone Relay Service access, call the Federal Relay System Text Telephone (TTY) number at (800) 877-8339.

Sincerely,

**REED MURRAY**

Digitally signed by REED  
MURRAY  
Date: 2023.10.20 08:26:20  
-06'00'

Reed R. Murray  
Program Director

Enclosures – 2

cc: [mark@cuwcd.gov](mailto:mark@cuwcd.gov)  
[dhernandez@usbr.gov](mailto:dhernandez@usbr.gov)  
[bwhiting@usbr.gov](mailto:bwhiting@usbr.gov)  
(w/encls to each)

Contract No. 24-LA-40-0040

Parcel No. SFS-188(P)

UNITED STATES  
DEPARTMENT OF THE INTERIOR

UTAH LAKE DRAINAGE BASIN WATER DELIVERY SYSTEM

SPANISH FORK SANTAQUIN PIPELINE – SANTAQUIN REACH

CENTRAL UTAH PROJECT COMPLETION ACT

CONTRACT AND GRANT OF EASEMENT

THIS CONTRACT AND GRANT OF EASEMENT, is made this \_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as Reclamation Laws, particularly the Colorado River Storage Project Act, Act of April 11, 1956 (70 Stat. 110, et seq.), as amended; and the Reclamation Projects Authorization and Adjustment Act of 1992 (P.L. 102-575), as amended, between the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as the “United States”, and SANTAQUIN CITY, hereinafter referred to as the “Grantor”,

WITNESSETH, that for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

1. The Grantor, by this Contract and Grant of Easement, hereby conveys and warrants to the United States of America and its assigns, free of lien or encumbrance, except as otherwise provided herein, the following described interests in real property situated in the County of Utah, State of Utah, to-wit:

A Perpetual Easement to construct, reconstruct, operate, maintain, and replace underground water pipeline or pipelines and appurtenant structures, on, over, under, or across the following-described land:

One parcel of land situated within Section Three (3), Township Ten (10) South, Range One (1) East, Salt Lake Base and Meridian, containing an area of 0.42 acre, more or less, and more particularly described as follows:

Parcel SFS-188(P) PERPETUAL EASEMENT

Commencing at the Southwest Corner of Section 3, Township 10 South, Range 1 East, Salt Lake Base & Meridian, thence North 846.27 feet; thence East 2289.62 feet to the True Point of Beginning; thence North 89°43'00" East 40.00 feet; thence South 00°17'00" East



458.22 feet; thence South 89°43'00" West 40.00 feet; thence North 00°17'00" West 458.22 feet to the point of beginning.

Said Parcel SFS-188(P) contains an area of 0.42 acre, more or less.

1a. The Grantor warrants that Grantor is the owner of the real property whereon the above-described easement lies.

1b. The Grantor, for itself, its successors and assigns, agrees that, within the perpetual easement area described herein, it shall not: (i) erect, construct, or permit to be constructed, any permanent building, structure, or improvement of any kind (except as may be defined hereinafter), nor shall Grantor construct or permit others to construct or install any fences, hard surfaced areas, or other permanent or temporary obstructions or improvements within the boundaries of the easement area that might interfere with the United States ability to gain access to the easement for operation, maintenance, repair, and replacement purposes. Any such obstruction installed or permitted to be constructed, installed, or maintained within the boundaries of the easement area shall be removed at Grantor's sole expense; (ii) plant any tree or shrubs on any portion of the easement, nor dig or drill any holes or wells, nor increase or decrease the ground elevations existing at the time this document is executed, on all or any portion of the easement; (iii) remove materials from the area without the approval of the United States, its agents or assigns.

1c. In the event that Grantor, its heirs, successors, or assigns, places or permits to be placed, any encroachment on any portion of the easement, the United States shall have the right to remove the encroachment after five (5) days written notice to Grantor, and Grantor, its heirs, or successors, or assigns, agrees to pay all costs incurred by the United States in removing the encroachment. All costs shall earn interest at the rates set by Utah law for interest on judgments until Grantor has reimbursed the United States for the cost of removal of any such encroachment. Any damage to the United States' property or appurtenant structures caused by the Grantor's use or encroachment of the easement shall be repaired at the sole cost and expense of the Grantor.

1d. The Grantor, for itself, its successors and assigns, understands and agrees that any alteration, modification, change, or placement of improvements, by Grantor or any third party, within the above-described easement area, subsequent to the date of execution of this Contract and Grant of Easement, shall be made at Grantor's own risk, and Grantor hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever which is caused by or as a direct result of such alteration, modification, change, or placement of improvements within said area; provided, however, that nothing in this Article shall be construed as releasing the United States from liability for its own negligence or the negligence of its employees, agents or contractors. The United States' liability is governed by the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 982 (28 U.S.C. §1346(b), 2671 et seq.) or other applicable law.

1e. The rights to be granted to the United States, as described in Article 1 hereof, shall be free from lien or encumbrance except: (i) coal, oil, gas, and other mineral rights reserved to or outstanding in Grantor and/or in third parties if not administratively objectionable; (ii) rights-of-way for roads, railroads, telephone lines, transmission lines, ditches, conduits, or pipelines, on,

over, under, or across said lands if not administratively objectionable; and (iii) court liens, judgments or financial encumbrances, such as Deeds of Trust, where (a) obtaining a release of the interest to be acquired by the United States requires payment of an administrative fee to the lienholder that is deemed prohibitively expensive by the acquiring agency and the reviewing attorney, and (b) a property is not encumbered in excess of fifty percent of its reasonable value and the purchase price being paid by the United States does not exceed twenty percent of the value of the tract, as value is estimated by the acquiring agency or by the local tax assessor.

1f. The United States may, in its sole discretion, erect, maintain, or use gates in all fences which now cross or later may cross any portion of the easement(s) to enable the United States to take equipment along the easement(s) to perform required maintenance and repair. Grantor may lock any such gate to prohibit the public from unlawful access to the easement area, but Grantor shall provide the United States a key to any such lock at Grantor's expense.

1g. The United States shall also be entitled to trim, cut, or clear away trees, brush, or other vegetation or flora from time to time as the United States determines in its sole discretion without additional compensation.

2. The following SPECIAL PROVISION set forth additional details, terms, and specifications hereby agreed to in connection with construction of the Spanish Fork Santaquin Pipeline – Santaquin Reach, which is the subject matter of this Contract and Grant of Easement:

(a) The Pipeline will be constructed in accordance with the plan drawings and specifications submitted to and received by Santaquin City. In the event that unidentified buried utilities, other hidden obstacles or unexpected geotechnical subsurface conditions are encountered during construction, the United States shall have the right to adjust the Pipeline grade or location in consultation with the Grantor. Such changes in Pipeline grade or location will be noted on as-built drawings provided to the Grantor. The Grantor agrees to record a corrected permanent easement to reflect the as-built pipeline facility locations if requested by the United States.

(b) The plan drawings and standards and specifications will detail how the project is to proceed. The Contract Santaquin Reach Specifications and Drawings for this project (Specifications and Drawings) have been reviewed and approved by the Grantor and shall be incorporated and made a part of this contract.

(c) The United States agrees to design and construct the Pipeline in accordance with sound engineering standards.

(d) The United States will require the contractor hired in a separate contract to: (i) construct the Pipeline in such a manner so as to not block the adjoining residents from ingress and egress to their homes or businesses for more than a 24-hour period, unless the contractor makes other arrangements with the affected property owners or businesses; (ii) hire a public information manager available at all hours of the day or night to deal with homeowner, renter, and business owner occupant issues related to the construction project. Grantor recognizes the construction contractor will sequentially close sections of roadway



for construction work and to detour traffic in accordance with the Specifications and Drawings.

(e) The Grantor agrees that for all future utility projects, roadways, parking lots, trails or other hardened surface project crossings within the permanent easement granted by the United States, the Grantor shall submit notification to the United States for review and approval by the United States. Said notification shall be submitted by Grantor prior to the commencement of construction thereof and shall include details of the proposed action, including any applicable maps, engineering drawings to scale and specifications.

Within 20 days of receipt of the Grantor's notification, the United States shall review the notification, determine if additional information is necessary and which additional reviews, including NEPA, are required. The United States shall notify the Grantor of any additional requirements and the estimated time of completion of any required reviews. If the Grantor does not receive a response from the United States within 20 days, the Grantor may complete projects for which notification was submitted. Said notification and response will serve to provide mutual protection of the Pipeline and Santaquin City utilities at no cost to the Grantor. The United States agrees that following any such review and response, approval will not be unreasonably withheld.

(f) To the extent authorized by law, the United States of America agrees to waive fees for future encroachment permits filed by the Grantor for encroachments along or crossing the Pipeline.

3. The acquiring federal agency is the U.S. Department of the Interior represented by the officer executing this contract, his duly appointed successor, or his duly authorized representative.

4. The United States shall purchase said easement on the terms herein expressed, and on execution and delivery of this Contract and Grant of Easement, and approval by the proper officials of the United States, it shall cause to be paid to the Grantor as full purchase price the sum of TWELVE THOUSAND SIX HUNDRED DOLLARS (\$12,600.00).

5. Abstracts or certificates of title or title insurance will be procured by the United States at its expense unless otherwise provided in this Contract and Grant of Easement. The expense of recording this Contract and Grant of Easement shall be borne by the United States.

The United States shall reimburse the Grantor in an amount deemed by the United States to be fair and reasonable for the following expenses incurred by the Grantor:

(a) Recording fees, transfer taxes and similar expenses incidental to granting the easement described herein to the United States.

(b) Penalty cost for prepayment of any pre-existing recorded mortgage entered into in good faith encumbering said real property.

(c) The pro rata portion of real property taxes paid which are allocable to a period subsequent to the date of vesting title in the United States, or the effective date of

possession of such real property by the United States, whichever is earlier.

The Grantor agrees to furnish the United States evidence that these items of expenses have been billed to and paid by Grantor and further agrees that the United States alone shall determine the fairness and reasonableness of the expenses to be paid.

6. In the event that liens or encumbrances other than those expressly provided herein do exist, the United States may, at its option, remove any and all such outstanding liens and encumbrances by reserving from the purchase price herein set forth the necessary amount and discharge same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this Contract and Grant of Easement, nor as an assumption of any lien or encumbrance by the United States.

7. It is agreed that, at its election, the United States may draw its check in payment for granting the above-described easement to the order of the title contractor or closing agent, and the Grantor hereby authorizes the said contractor or agent to cash the check and make disbursements out of the proceeds to satisfy and pay any taxes, assessments, and encumbrances which are a lien against the real estate; to pay any State and local recording or transfer taxes where required, and any other expenses incident to the closing of title which are properly chargeable to the Grantor; and to remit the balance of the proceeds to Grantor; together with an itemized statement of the payments made on Grantor's behalf.

8. This Contract and Grant of Easement shall inure to the benefit of and be binding on the heirs, executors, administrators and assigns of the Grantor, and the assigns of the United States.

9. After execution of this contract by the United States, the proper officers, agents, and assigns of the United States shall, at all times, have unrestricted access to said easement for the construction, reconstruction, operation, or maintenance of the Spanish Fork Santaquin Pipeline – Santaquin Reach, free of any claim for damage or compensation on the part of the Grantor, except as otherwise provided for in this contract.

10. If the Secretary of the Interior determines that the title to the easement should be acquired by the United States by judicial procedures, either to procure a safe title or to obtain title more quickly, then the award to be made for the interest acquired in said lands in said proceedings shall be the same amount as the purchase price herein provided.

11. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 982 (28 U.S.C. §1346(b), 2671 et seq.) or other applicable law.

12. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Contract and Grant of Easement, or to any benefit that may arise therefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

13. Time is of the essence in the performance of this Contract and Grant of Easement.

14. The terms of this Contract and Grant of Easement will survive the grant provided for herein.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

Reviewed for legal sufficiency:

THE UNITED STATES OF AMERICA

\_\_\_\_\_  
U.S. Department of the Interior  
Office of the Regional Solicitor

By \_\_\_\_\_  
U.S. Department of the Interior

ACKNOWLEDGMENT OF THE UNITED STATES

State of                    )  
                                  ) ss.  
County of                )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, known to me to be the Program Director of the Central Utah Project Completion Act Office, United States Department of the Interior, the signer of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of the United States of America.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the  
State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

SANTAQUIN CITY

ATTEST:

By: \_\_\_\_\_  
Amalie R. Ottley, City Recorder

By \_\_\_\_\_  
Dan Olsen, Mayor

ACKNOWLEDGMENT OF SANTAQUIN CITY (Mayor)

State of \_\_\_\_\_ )  
 \_\_\_\_\_ ) ss.  
 County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who, being duly sworn, did say that he/she is the Mayor of Santaquin City, and that he/she executed the within instrument on behalf of said corporation by authority of a resolution of City Council and duly acknowledged to me that said corporation/city council executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

Notary Public in and for the  
State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

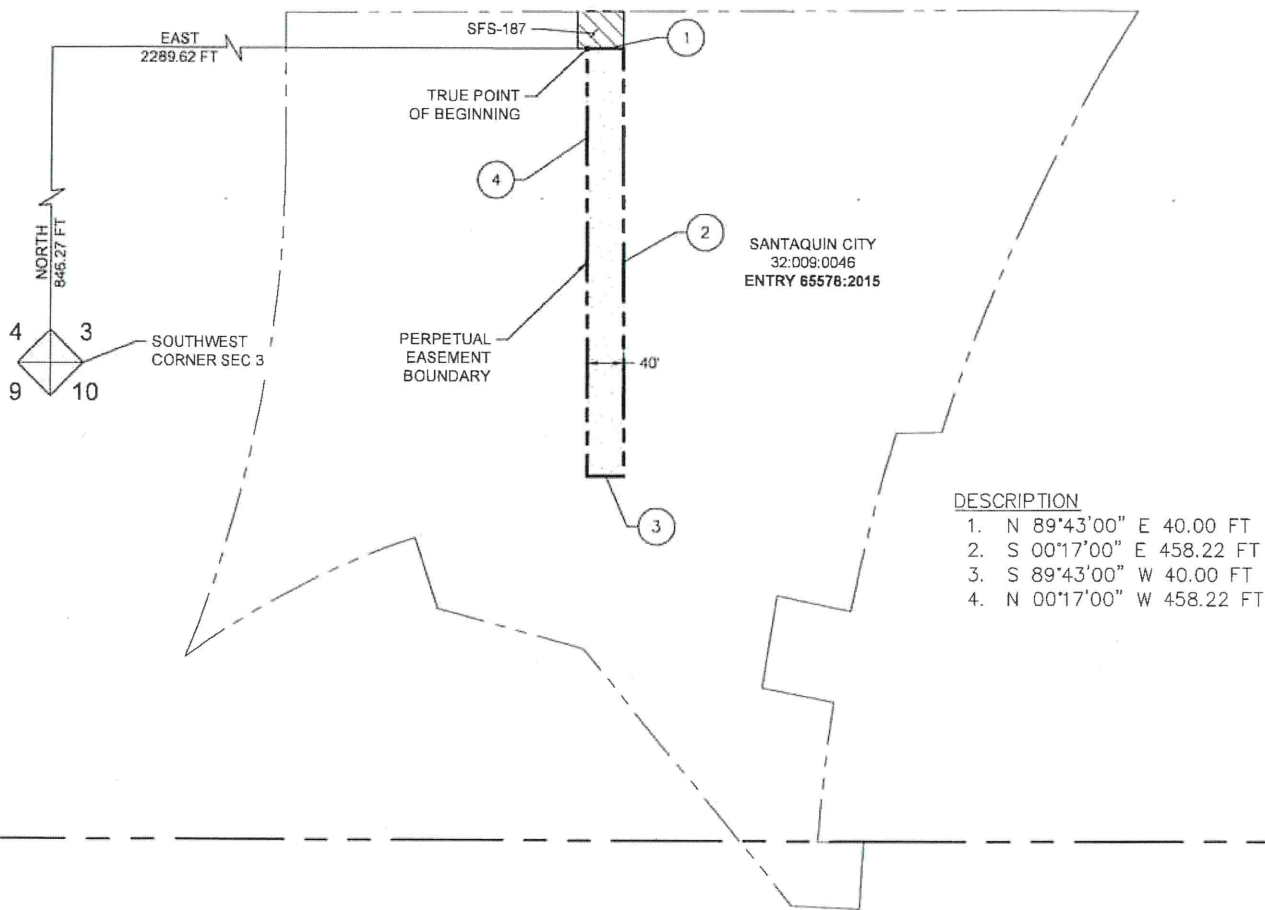
ACKNOWLEDGMENT OF SANTAQUIN CITY (Attestor)

State of Utah     )  
                              )  
County of Utah    )

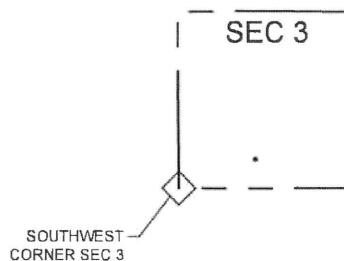
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by  
Amalie R. Ottley, in her capacity as the City Recorder.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the  
State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_



SECTION 3 T.10S. R.1E., SLB&M



PARCEL SFS-188-(P) 0.42 AC PERPETUAL EASEMENT

NOT TO SCALE

CENTRAL UTAH WATER CONSERVANCY DISTRICT  
UTAH COUNTY, UTAH

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
CENTRAL UTAH PROJECT COMPLETION ACT  
UTAH LAKE DRAINAGE BASIN WATER DELIVERY SYSTEM

SPANISH FORK SANTAQUIN PIPELINE  
SANTAQUIN REACH

RIGHTS-OF-WAY

TRACT SFS-188-(P)

September 28, 2023

EXHIBIT B

DESIGNED R. PHILLIPS

DRAWN R. PHILLIPS

CHECKED

APPROVED

DATE

DATE

*Wynne Neill*  
September 28, 2023

*Mark A. Bristal*  
9-28-23

Central Utah Water Conservancy District  
Utah Lake Drainage Basin Water Delivery System  
Spanish Fork Santaquin Pipeline- Santaquin Reach

EXHIBIT A

DESCRIPTION OF REAL ESTATE IN  
UTAH COUNTY, STATE OF UTAH

One parcel of land situated within Section Three (3), Township Ten (10) South,  
Range One (1) East, Salt Lake Base and Meridian, containing an area of 0.42 acre, more  
or less, and more particularly described as follows:

Parcel SFS-188(P)

PERPETUAL EASEMENT

Commencing at the Southwest Corner of Section 3, Township 10 South, Range 1 East,  
Salt Lake Base & Meridian, thence North 846.27 feet; thence East 2289.62 feet to the  
True Point of Beginning; thence North 89°43'00" East 40.00 feet; thence South 00°17'00"  
East 458.22 feet; thence South 89°43'00" West 40.00 feet; thence North 00°17'00" West  
458.22 feet to the point of beginning.

Said Parcel SFS-188(P) contains an area of 0.42 acre, more or less.

Cyrene Thiele  
Checked

September 28, 2023  
Date

Mark A. Breitenbach  
Approved

9-28-23  
Date

# Santaquin City Resolution 11-02-2023

## A RESOLUTION OF THE SANTAQUIN CITY COUNCIL TO APPROVE A PARTIAL RELEASE OF RESTRICTIVE COVENANT

**WHEREAS**, Santaquin City (“City”) is a political subdivision of the State of Utah and has responsibility to provide for the health, safety, and welfare of the City and its residents; and

**WHEREAS**, Central Utah Water Conservancy District (“CUWCD”) is in the process of constructing water distribution facilities in Santaquin City that will deliver water to the City and surrounding areas; and

**WHEREAS**, a portion of the aforementioned CUWCD water distribution facilities will be constructed on real property owned by Sorenson Brother Orchards, LLC, that is subject to a Restrictive Covenant pertaining to the placement of certain materials on the property, which restrictive covenant predates the annexation of said property into Santaquin City; and

**WHEREAS**, CUWCD has requested said restrictive covenant be partially released in order to facilitate the construction and maintenance of its water distribution facilities; and

**WHEREAS**, the Santaquin City Council finds that the partial release of the restrictive covenant is in the best interests of the City and its residents.

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

**Section 1.** The attached document titled: Partial Release of Restrictive Covenant (“Partial Release”), is hereby adopted and approved.

**Section 2.** The Mayor is hereby authorized to execute said Partial Release and to take actions necessary to implement the terms and conditions thereof.

**Section 3.** This Resolution shall take effect on the date it is adopted by the Santaquin City Council.



Approved and adopted this 7<sup>th</sup> day of November, 2023.

\_\_\_\_\_  
Daniel M. Olson, Santaquin City Mayor

Attest:

\_\_\_\_\_  
Amalie R. Ottley, Santaquin City Recorder

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

RETURN RECORDED DOCUMENT TO:

Central Utah Water Conservancy District  
Attn. Mark A. Breitenbach  
1426 East 750 North, Suite 400  
Orem, Utah 84097

## **PARTIAL RELEASE OF RESTRICTIVE COVENANT**

THIS PARTIAL RELEASE OF RESTRICTIVE COVENANT is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Santaquin City, Utah ("City").

WHEREAS, a Restrictive Covenant ("Covenant") was recorded in the office of the Utah County Recorder on April 8, 2005 as Entry No. 36902:2005 burdening a parcel of real property (Utah County Assessor Parcel No. 30:092:0013) owned by Sorenson Brothers Orchards, LLC, a copy of said Covenant is attached hereto as Exhibit A: and

WHEREAS, the Covenant provides in relevant part that "It shall not apply to any portion of the property (1) which, because of annexation or incorporation, lies within the boundaries of an incorporated municipality and has received a written waiver of this covenant from said city officials"; and

WHEREAS, the parcel of real property burdened by the Covenant was annexed as a part of the Northeast Santaquin Annexation recorded in the office of the Utah County Recorder on July 21, 2009 as Entry No. 79503:2009; and

WHEREAS, City has agreed to this Partial Release thereby waving and releasing a portion of the burdened parcel of real property from the Covenant as set forth herein; and

NOW, THEREFORE, for good and valuable consideration, City hereby waives and releases the following described portion of the parcel of real property burdened by the Covenant:

### Parcel SFS-1 36(P)

Commencing at the Northwest Comer of Section 31, Township 9 South, Range 2 East, Salt Lake Base & Meridian, thence South 136.96 feet; thence East 839.53 feet to a point on the westerly boundary of that certain real property as described in Entry 130428:2004 as recorded by the Utah County Recorder, the True Point of Beginning; thence North 70.30 feet to a point on the Union Pacific Railroad boundary; thence along said Railroad boundary 92.03 feet along the arc of a 1005.67 foot radius curve to the left, chord bears North 41 °19'36" East 92.00 feet; thence leaving said Railroad boundary East 120.86 feet; thence South 04° 12'5 I" West 35.36 feet; thence North 89°43'00" East 70.00 feet to a point in the boundary of Interstate 15; thence South 04°12'51" West 15.12 feet; thence West 163.50 feet; thence 123.00 feet along the arc of a 1055.67 foot radius curve to the right, chord bears South 43°21 '30" West 122.93 feet, to the point of beginning.

Said Parcel SFS-136(P) contains an area of 0.27 acres, more or less.

Parcel SFS-136(T)

Commencing at the Northwest Comer of Section 31, Township 9 South, Range 2 East, Salt Lake Base & Meridian, thence South 136.96 feet; thence East 839.53 feet to the True Point of Beginning; thence 123.00 feet along the arc of a 1055.67 foot radius curve to the left, chord bears North 43°21'30" East 122.93 feet; thence East 163.50 feet; thence South 04°12'51" West 30.08 feet; thence West 147.42 feet; thence 140.38 feet along the arc of a 1085.67 foot radius curve to the right, chord bears South 44°27'59" West 140.28 feet; thence North 40.73 feet to the point of beginning.

Said Parcel SFS-136(T) contains an area of 0.20 acre, more or less.

Except for that portion of the parcel of real property described above, all of the remaining real property burdened by the Covenant shall remain burdened by and subject to all of the terms and provisions of the Covenant.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

SANTAQUIN CITY, UTAH

\_\_\_\_\_  
Dan Olson, Mayor

ACKNOWLEDGMENT

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF UTAH )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me Dan Olson, who duly acknowledged to me that he is the Mayor of Santaquin City, Utah and that he has executed the foregoing Partial Release of Restrictive Covenant.

\_\_\_\_\_  
NOTARY PUBLIC

ATTEST:  
Amalie Ottley  
City Recorder

By: \_\_\_\_\_

APPROVAL AS TO FORM:

By: \_\_\_\_\_  
Attorney for City

EXHIBIT A, page 1 of 2  
(Restrictive Covenant)

RESTRICTIVE COVENANT

ENT 36902-2005 PG 1 of 2  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2005 Apr 08 9:39 am FEE 0.00 BY KM  
RECORDED FOR UTAH COUNTY ATTORNEY

TO THE PUBLIC

We, Steven L. Sorenson, Paul R. Sorenson, and Lowell F. Sorenson, individually, and as members of Sorenson Brothers Orchards, LLC, a Utah limited Liability company, and owners of real property at 12811 South, 4625 West, adjoining 1-15, in Utah County, State of Utah, which property is more particularly described as follows:

Commencing 318 feet West from the Northeast corner of the Northwest quarter of the Northwest quarter of Section 31, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence as follows, all in Utah County, State of Utah:  
South 04 deg. 12 min. 51 sec. West 35.36 feet;  
North 89 degrees 43 minutes East 70 feet;  
South 04 deg. 12 min. 51 sec. West 629.70 feet along the state highway;  
West 202.73 feet, more or less;  
North 627 feet to the railroad right of way;  
Following said right of way on a curve 65 feet to a point 124.36 feet West of the point of beginning.  
East 124.36 feet, more or less, to the point of beginning;

have the intent to meet the requirements of Utah County for the placement of fill material, including broken up blocks of concrete, rocks, tree limbs, and other fill material on the subject property.

We do hereby covenant that neither we, individually or collectively, nor our heirs, executors, administrators, or assigns, will ever use the subject property or construct any structure thereon – except for vehicular parking and fences – without first preparing an engineered grading plan, obtaining a permit from Utah County (or its successor governmental entity, if any); removing the blocks of concrete, rocks, organic matter, and other fill material; and replacing the material with standard construction-grade fill which has been compacted to meet the requirements of the adopted Building Code; or removing the subject blocks of concrete, rocks and other fill material, and replacing it with standard construction-grade fill which has been compacted to meet the requirements of the Building Code.

This covenant shall run with the land and shall be binding upon all persons or entities owning, leasing, or otherwise using the afore-described property. It shall not apply to any portion of the property (1) which, because of annexation or incorporation, lies within the boundaries of an incorporated municipality and has received a written waiver of this covenant from said city officials; or (2) which is excavated and has the subject concrete, rocks, or other fill material removed, and the land is rehabilitated and approved as being in compliance with the ordinances for grading (as evidenced by a "Certificate of Occupancy" or other appropriate document signed by the Utah County Building Official).

Invalidation of any of these covenant provisions by judgment or court order shall not affect any

EXHIBIT A, page 2 of 2  
(Restrictive Covenant)

ENT 36902:2005 PG 2 of 2

of the other provisions which shall remain in full force and effect.

If an owner or owners of the afore-described real property or any portion thereof, or the agents, heirs, or assigns, shall violate or attempt to violate any of the covenants above set forth, Utah County or its successor governmental entity, if any, or any other person owning or leasing a portion thereof, may enjoin the activities or uses occurring in violation of the terms of this covenant by action for injunction brought in any court of equity jurisdiction, may withhold the approval of building permits, or may pursue any other remedy at law or equity to enforce the terms of this covenant. All costs and all expenses of such proceeding shall be declared by the court to constitute a lien against the real estate wrongfully used or built upon. Such lien may be enforced in such manner as the court may order.

Change, amendment, or revocation of this covenant may be effected only if such is in compliance with the laws and ordinances of the State of Utah and Utah County. This covenant shall be recorded with the Utah County Recorder. Any change or amendment without approval by Utah County or its successor local governmental entity shall be null and void.

Date: Mar 29, 05

Signed:

Steven L. Sorenson  
Steven L. Sorenson, Sorenson Brothers  
Orchards, LLC

Steven L. Sorenson  
Steven L. Sorenson

Paul R. Sorenson  
Paul R. Sorenson, Sorenson Brothers  
Orchards, LLC

Paul R. Sorenson  
Paul R. Sorenson

Lowell F. Sorenson  
Lowell F. Sorenson, Sorenson Brothers  
Orchards, LLC

Lowell F. Sorenson  
Lowell F. Sorenson

State of Utah )

ss

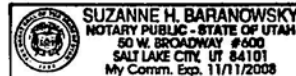
County of Utah )

Subscribed and sworn/affirmed before me this 29<sup>th</sup> day of March, 2005

Suzanne H. Baranowsky  
Notary Public

Residing at: Salt Lake City

My Commission expires: 11/11/2008



Utah County Building Official

By: Bura Rose

October 18, 2023

**Exploratory Test Pits on SFS 136, Sorenson Brothers Orchards, LLC**

**Santaquin Reach Pipeline Station 746+50 to Station 749+00**

On October 18, 2023 a trackhoe was hired to excavate exploratory test pits to the invert elevation of the planned Santaquin Reach Pipeline (typically 10 feet) or to a depth of 6 feet where material was obviously native. A total of 8 test pits were excavated by Strawberry High Line Canal Company staff who had been hired to perform the field work as shown on the attached map. Jay Staheli excavated Holes 1-4 and \_\_\_\_\_ Burnie excavated Holes 5-8. Paul Sorenson, landowner, was present at the planned start time of 9 am, however the trackhoe did not arrive until 11:15 am and Paul had to leave before it arrived. In summary, only surface or near-surface concrete and rebar was found within the proposed federal easements. This material will be removed and disposed outside the federal ROW by the Santaquin Reach Pipeline contractor before starting field work in this area.

Dominion Gas had blue staked the 24-inch-high pressure gas line but further had requested to be notified when the trackhoe would arrive so they could have a representative present before digging started. Kevin with Dominion arrived at 11:20 am and asked that I go over the planned pipeline with him and help him measure the distance from the HP gas line to the closest test pits for his field notes. I informed Kevin that our centerline is generally 43 feet (measured) from the HP gas line and the closest edge of the slide rail shoring would therefore be about 37 feet during construction. Kevin then gave permission to excavate the test pits. The HP gas line is about 8 feet north of the fence line that is offset about a rod south from the section line (likely a remnant of a County trail that may have existed before the railroad was relocated to its current location in about 1914). I informed Kevin that our construction contractor will be required to coordinate the relocation of the HP gas test station riser post in the fence line of Feilds east of the interstate because the fence is being removed and relocated about 13 feet to the property line during construction.

Two test pits were excavated on the pipeline centerline to 10 feet deep (Hole 1 - invert elevation 4748 near Station 747+00, rising to Hole 2 invert elevation 4749 near Station 747+75). The material was uniform fine native tan sandy silt the full depth of the pit without visible gravel. This material appeared the same as typically encountered for nearly the entire length of Salem Reach 1, Salem Reach 2, and the Payson Spring Lake reaches. The pits were on the north side slope of the original borrow pit likely excavated for the interstate. The pits were photographed and filled.

Holes 3 and 4 were excavated where there were surface concrete chunks with some rebar and metal gate posts embedded in concrete. These holes are shown on the attached diagram and were excavated near Station 746+75 and Station 747+00 about 20 feet left of centerline (10 feet outside the perpetual

easement but within the adjoining 30-foot-wide temporary federal easement). These holes were excavated 7 feet deep to about Elevation 4749 and contained the same native tan sandy silt underlying concrete and rebar debris only in the upper 15 inches. Only native soil material was encountered below 15 inches of depth from the surface.

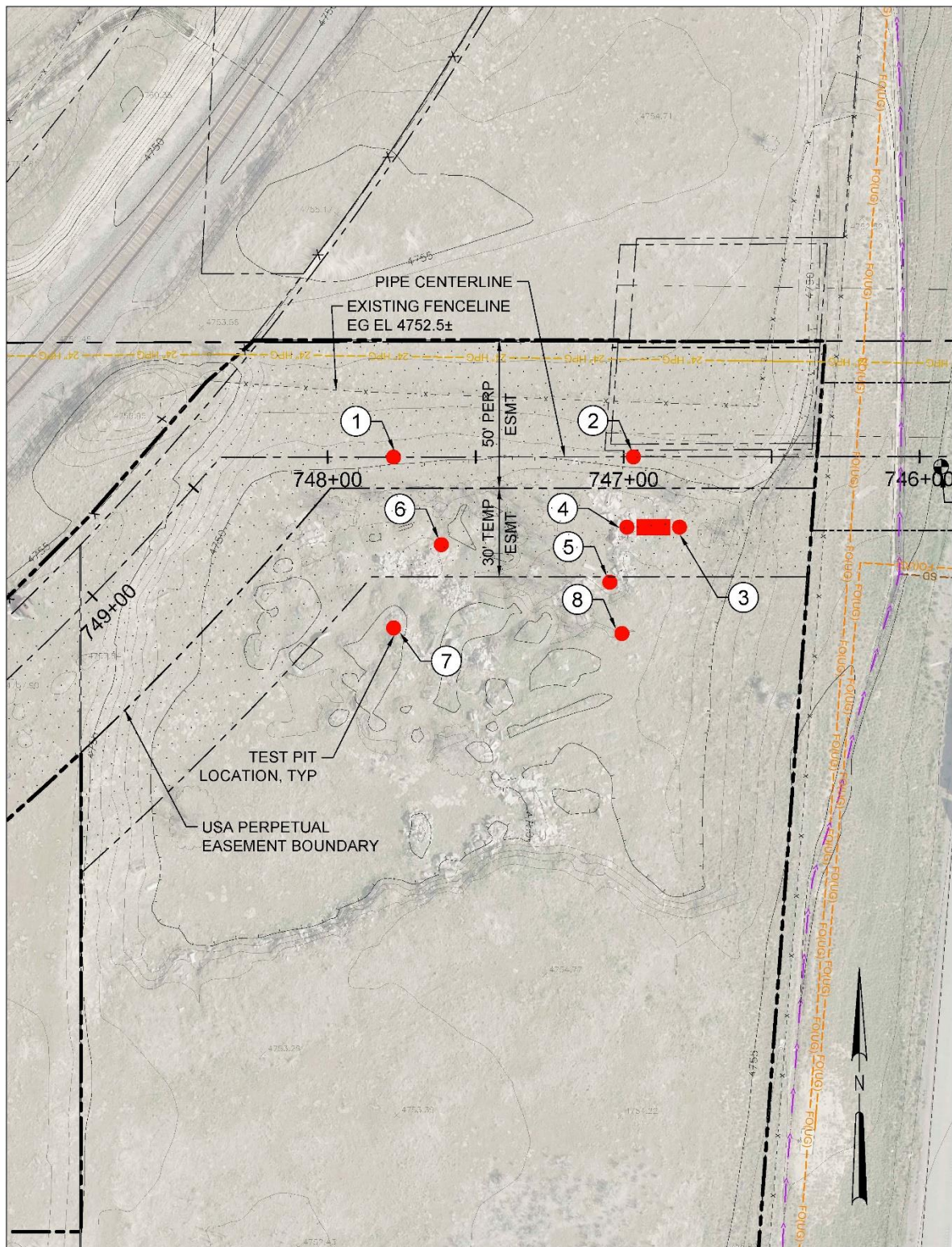
Hole 5 was dug a short distance south at the south edge of the temporary easement at Station 747+00 (about 40 feet south of the Santaquin Pipeline planned centerline). After scraping some surface concrete slab debris, the hole yielded a darker light brown silt that broke into shards rather than the more friable material in the other holes. The hole excavation was stopped at 6 feet of depth when it was apparent that there was no debris below the surface.

Hole 6 was dug near Station 747+65 about 25 feet left of pipeline centerline where there were small piles of soil material dumped to probe a pile. Two large concrete chunks about 5-6 feet long were exposed but the same silty native soil was encountered below the near surface concrete.

Hole 7 was dug outside the federal easements near Station 747+80 and about 55 feet to the left of centerline (about 15 feet south and outside of the temporary easement) where there was a higher ridge of imported material. The hole yielded brown topsoil the full depth that had apparently been stored for future spreading. No debris was found in the hole.

Hole 8 was dug near Station 747+00 and also was about 55 feet left of centerline and 15 feet south of the temporary federal easement. Hole 8 had compacted material with numerous 3-inch-minus cobbles embedded and looked different from the other holes. One small 12-inch-long chunk of concrete slab and one green plastic strap were located in the pit confirming the material was not native. No debris of concern however was found and only the two items described were encountered in the hole.









Hole 1 on Pipeline Centerline. Uniform sandy silt to 10 feet deep (pipeline invert)





Looking East with Hole 1 filled in foreground and Hole 2 in background on pipe centerline. No surface or subsurface debris within the 50-foot perpetual easement. The edge of the trees are just outside the perpetual easement and within the adjacent 30-foot temporary easement area.





Unsure which hole.





Looking south at trench between Hole 3 and Hole 4. Surface concrete and rebar pile scraped to side to dig down 10 feet and verify that there is not something buried below the surface piles.





Looking south at trench between Hole 3 and 4. Note some rebar and metal gate post embedded. All material scraped at surface.





Hole 5 looking northwest. Tighter silt.





Filling trench between Holes 3 and 4. All surface debris left on surface for construction contractor to remove.





Looking west-northwest at the start of Hole 5. Trench between Holes 2 and 3 that are backfilled is shown.





Looking west-southwest at Hole 7 location on higher filled ground south of federal easement determined to be imported topsoil. Holes 3, 4 and 5 in mid area of photo with surface debris in temporary easement scraped in piles.

**RESOLUTION No. 11-03-2023**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A FRANCHISE AGREEMENT  
WITH CENTRAL TELECOM SERVICES, INC. (CENTRACOM INTERACTIVE) TO  
PROVIDE TELECOMMUNICATION SERVICES IN SANTAQUIN CITY**

**WHEREAS**, the governing body of the City of Santaquin, Utah, desires to maintain and improve the communications and information systems available to its current and future citizens, businesses, and visitors;

**WHEREAS**, the City recognizes, through its goals and policies, the need to work with utility companies to plan for buildout conditions and extension of services necessary to increase the economic viability of the Santaquin area; and

**WHEREAS**, Central Telecom Services, LLC (DBA CentraCom Interactive) is proposing to provide television, voice, data, and video transmission services to the entire community with the ability to extend its services into the surrounding communities and area;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Santaquin, Utah, that the Mayor and City Recorder are authorized to execute a franchise agreement between Santaquin City and Central Telecom Services, LLC (DBA CentraCom Interactive), which franchise agreement shall be in substantially the form that is attached hereto as Exhibit A.

Approved on this 7<sup>th</sup> day of November, 2023.

\_\_\_\_\_  
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

Franchise Agreement  
To Provide Telecommunications Services

between

*City of Santaquin, Utah*

and

*Central Telcom Services, LLC*

November 7, 2023

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## **Franchise Agreement**

A FRANCHISE GRANTED TO CENTRAL TELCOM SERVICES, LLC, DBA CENTRACOM INTERACTIVE (THE GRANTEE) TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF SANTAQUIN, UTAH (THE GRANTOR) SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE

### SECTION 1. DEFINITIONS.

For the purpose of this Franchise, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

A. “Basic Service” means a service tier, which includes the retransmission of local television broadcast signals.

B. “Cable Act” means the Cable Communications Policy Act of 1984 as amended by the Cable Television Consumer Protection and Competition Act of 1992, the Telecommunications Act of 1996 and any amendments thereto.

C. “Cable Service” means: (i) the one-way transmission to subscribers of video programming or other programming service; and (ii) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

D. “Cable System,” or “System” shall mean a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service, which is provided to multiple subscribers within a community as defined in the Cable Act.

E. “FCC” means the Federal Communications Commission, its designee, or any successor thereto.

F. “Gross Revenues” shall mean all revenues from the operation of the System within the franchise area received by Grantee from Subscribers from the basic service tier of programming and for any optional tier of programming service; excluding premium and pay-per-view services, customer equipment and installation charges, disconnection and reconnection charges, revenues from advertising sales less agency fees and home shopping revenues. Gross revenues shall not include that share of fees remitted to suppliers from programming services, deposits, refunds and credits made to subscribers, bad debt, non-subscriber revenues, revenue from Subscribers designated by Grantee as payment of its franchise fee obligation, or any taxes imposed on the services furnished by Grantee herein which are imposed directly on the Subscriber or user by the local or any governmental unit and collected by Grantee on behalf of that governmental unit.

G. “Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit.

H. “Street” means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive and any public easement or right-of-way now or hereafter held by the Grantor which shall entitle Grantee to the use thereof for the purpose of installing or transmitting over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as may be ordinarily necessary and pertinent to a Cable System.

I. “Subscriber” means any person or entity who lawfully receives any Cable Service.

J. “Territorial Area” means the legal boundaries of the City of Santaquin, Utah, as the same may be amended from time to time by the City.

## SECTION 2. GRANT OF AUTHORITY AND GENERAL PROVISIONS.

A. Grant of Franchise. The Grantor hereby grants to Grantee the non-exclusive right to construct, operate and maintain in, on, along, across, above, over and under the Streets and in the public places of the Grantor, the poles, wires, cables, underground conduits, manholes and other facilities necessary for the maintenance and operation of a Cable System throughout the entire territorial area of the Grantor to provide Cable Service and other communications and information services. The grant does not include any interest, right or authority in any property beyond that held by the Grantor to obtain any such interest, right or authority.

B. Level Playing Field. The Grantor agrees that any grant of additional franchises or other authorizations by the Grantor to any other entity to provide video or other services similar to those provided by Grantee pursuant to this Franchise and over which the Grantor has regulatory authority shall require that service be provided on substantively similar terms and conditions to those which are set forth herein.

C. Acceptance; Effective Date; Franchise Term. The Franchise granted herein will take effect and be in full force from the date of adoption by Grantor (the “Effective Date”) subject to acceptance by Grantee as recorded on the signature page. The Franchise shall continue in full force and effect for a period of ten (10) years from such effective date.

D. Area Covered. This Franchise is granted for the entire territorial area of the Grantor (“Franchise Area”). Grantee upon request will make service available to all residences within the Franchise Area the event that 1) such area has a density of at least thirty (30) homes per linear strand mile of cable as measured from existing cable system plant (excluding homes subscribing to direct satellite); 2) any such residence requesting service can be provided with service by a standard installation which will be no more than one hundred twenty-five (125) feet from the existing distribution system (“Standard Installation”) and 3) such area is not being served by a cable television system operator other than Grantee or its affiliates, an open video system or a satellite master antenna television system.

### SECTION 3. CABLE SYSTEM.

A. System. Grantee agrees to comply with the terms set forth in this Franchise governing construction and technical requirements for maintenance of the Cable System, in addition to any other requirements specified by this franchise and any local law or regulation generally applicable to all entities involved in construction in the Grantor's rights of way.

B. Technical Standards. The System shall be designed, constructed and operated so as to meet those technical standards promulgated by the Federal Communications Commission relating to Cable Systems contained in subpart K of part 76 of the FCC's rules and regulations as may, from time to time, be amended.

C. Emergency Alert System. Grantee will comply with the FCC's Emergency Alert System requirements throughout the Term of this Franchise.

### SECTION 4. CONSTRUCTION PROVISIONS.

#### A. Construction Standards.

1. All installation of electronic equipment shall be durable and installed in accordance with the provisions of the National Electrical and Safety Code and National Electrical Code as amended.
2. Antennas and their supporting structures (tower) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other generally applicable state or local laws, codes and regulations.
3. Grantee's plant and equipment, including, but not limited to, the antenna site, headend and distribution system shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices.
4. Grantee shall employ ordinary care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.

B. Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any street, or public property or public easement within the community. Grantee shall strictly adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System provided such codes apply to all other similarly situated entities.

C. Repair of Streets and Property. Any and all streets or public property or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the system shall be repaired by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's construction.

D. Use of Existing Poles. Grantee shall not erect, for any reason, any pole on or along any street in an existing aerial utility system without the advance written approval of the Grantor, which approval shall not be unreasonably withheld. Grantee shall exercise its best efforts to negotiate the lease of pole space and facilities from the existing pole owners for all aerial construction.

E. Undergrounding of Cable. Cable plant shall be installed underground at Grantee's expense, where all existing telephone and electrical utilities are already underground. Grantee shall place cable underground in newly platted areas in concert with both the telephone and electrical utilities



to the extent Grantee is notified of such placement.

F. Reservation of Street Rights.

1. Nothing in this Franchise shall be construed to prevent the Grantor from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
2. All such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Grantee.

If any such property of Grantee shall interfere with the construction or relocation, maintenance or repair of any street or public improvement, whether it be construction, repair, maintenance, removal or relocation of a sewer, public sidewalk, or water main, street or any other public improvement, thirty (30) days notice shall be given to Grantee by the Grantor and all such poles, wires, conduits or other appliances and facilities shall be removed or replaced by Grantee so that the same shall not interfere with the said public work of the Grantor, and such removal or replacement shall be at the expense of Grantee herein.

G. Reasonable Care. Nothing contained in this Franchise shall relieve any person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's facilities while performing any work connected with grading, re-grading, or changing the line of any street or public place or with the construction or reconstruction of any sewer or water system.

H. Trimming of Trees. Grantee shall have the authority to trim trees upon and hanging over streets, alleys, sidewalks, and public places of the Grantor so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee; provided, however, all trimming shall be done at the expense of Grantee.

I. Movement of Facilities. In the event it is necessary temporarily to move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Franchise, in order to lawfully move a large object, vehicle, building or other structure over the streets of the Grantor, upon two (2) weeks notice by the Grantor to Grantee, Grantee shall move, at the expense of the person requesting the temporary removal, such of his facilities as may be required to facilitate such movements. Grantee reserves its right to request that such expenses be paid in advance. Any service disruption provisions of this Franchise shall not apply in the event that the removal of Grantee's wires, cables, poles or other facilities results in temporary service disruptions.

## SECTION 5. SERVICE PROVISIONS.

A. Programming Decisions. Grantee shall provide broad categories of programming services in accordance with the Cable Act.

B. Cable Service Connections to Schools and Grantor Facilities.

Cable Service: Grantee, upon written request of the Grantor, will provide and maintain one connection for Basic Service to each elementary and secondary public school, library, and Grantor administration facility, within the territorial area of the Grantor which is located within one hundred twenty-five (125) feet of Grantee's distribution plant. Grantee will bring its connection to a specified exterior demarcation point mutually agreed upon by Grantee and such institution.

## SECTION 6. CONSUMER PROTECTION AND RIGHTS OF INDIVIDUALS.

A. Customer Service Standards. Grantee will comply with the customer service standards promulgated by the FCC in accordance with the Cable Act for as long as such standards are in effect.

1. Grantee shall maintain on file with the Grantor at all times a current schedule of all rates and charges.
2. Grantee shall provide written notice of changes in rates and charges as required by state and federal regulations.

B. Subscriber Complaint Practices.

1. Grantee shall maintain a publicly listed toll-free telephone number and adequate telephone lines and personnel to respond in a timely manner to schedule service calls and answer Subscriber complaints or inquiries. Grantee shall follow all applicable federal and state regulations in responding to complaints by customers. A complaint as used in this Franchise will mean notice by a Subscriber of a billing dispute or problem with picture quality which is not resolved during or subsequent to the initial telephone or service call.
2. Grantee shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest time possible.

C. Parental Control Option. Grantee shall provide parental control devices, at reasonable cost, to Subscribers who wish to be able to prevent certain Cable Services from entering the Subscriber's home.

D. Rights of Individuals Protected.

1. Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers on the basis of their inclusion in any protected class, including but not limited to: race, color, religion, national origin, sex, or age. Grantee shall comply at all times with all other applicable federal and state laws relating to nondiscrimination.
2. Subscriber Privacy. Grantee shall comply with all privacy provisions of the Cable Act, as amended.

SECTION 7. FRANCHISE FEE.

A. Grantee shall pay to the Grantor a franchise fee equal to five percent (5%) of the Grantee's Gross Revenues, as herein defined.

B. Payments due the Grantor under this provision shall be computed annually and shall be due and payable annually. Each payment shall be accompanied by a report showing the basis for the computation.

SECTION 8. INSURANCE.

A. Grantee will maintain in full force and effect for the Term of the Franchise, at Grantee's expense, a comprehensive liability insurance policy with the Grantor as an additional insured, written by a company authorized to do business in the State in which the Cable System is located, protecting the Grantor against liability for loss, personal injury and property damage occasioned by the operation of the Cable System by Grantee. Such insurance will be maintained in an amount not less than the amount established in Section 63G-7-604(1)(d) of the Utah Code, as the same may be amended from time to time. Said insurance shall include an aggregate limit of not less than \$20,000,000.00. Grantee will also maintain Worker's Compensation coverage throughout the term of this franchise as required by law. Evidence in the form of a certificate of insurance will be provided to the Grantor upon request.

SECTION 9. INDEMNIFICATION.

A. Grantee will indemnify the Grantor and will pay all damages and penalties which the Grantor may legally be required to pay which result from any negligence by Grantee in the operation of the Cable System throughout the territorial area of the Grantor. The Grantor shall give Grantee timely written notice of the making of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. In the event any such claim arises, the Grantor shall tender the defense thereof to Grantee and Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If Grantor determines in good faith that its interests cannot be represented by Grantee, Grantee shall be excused from any obligation to represent Grantor.

B. Grantee will not be required to indemnify the Grantor for the negligent acts of the Grantor or its officials, boards, commissions, agents or employees. Further, the Grantor will indemnify and hold Grantee harmless from any claims or causes of action arising from any acts constituting gross negligence by the Grantor, its officials, boards, commissions, agents or employees.

SECTION 10. VIOLATIONS AND REVOCATION.

A. Franchise Violations: Whenever the Grantor believes that Grantee has allegedly violated one (1) or more material terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford Grantee an opportunity to remedy the violation. Grantee shall have thirty (30) days subsequent to receipt of the notice in which to either correct the violation or, if the violation cannot be corrected within the thirty (30) day period, to have commenced and be diligently pursuing corrective action. Grantee may, within ten (10) business days of receipt of notice, notify the Grantor that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee to the Grantor shall specify with particularity the matters disputed by Grantee and sha

stay the running of the above-described time.

1. The Grantor shall hear Grantee's dispute at a meeting scheduled for that purpose. Grantee shall have the right to subpoena and cross-examine witnesses. and shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination.
2. If after hearing the dispute the claim is upheld by the Grantor, Grantee shall have thirty (30) business days from such a determination to remedy the violation or failure.

The time for Grantee to correct any alleged violation shall be extended by the Grantor if the necessary action to correct the alleged violation is of such a nature or character to require more than thirty (30) days within which to perform provided Grantee commences the corrective action within the thirty (30) day period and thereafter uses reasonable diligence to correct the violation. Notwithstanding the above provisions, Grantee does not waive any of its rights under federal law.

B. Franchise Revocation: In addition to all other rights which the Grantor has pursuant to law or equity, the Grantor reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto in accordance with the following procedures and applicable federal law, in the event that:

1. Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged as bankrupt and Grantee's creditors or Trustee in Bankruptcy do not agree to fulfill and be bound by all requirements of this Franchise; or
2. Grantee violates a material provision of this Franchise after being notified of such violation and being given time to cure or refute the alleged violation.

C. Revocation Procedures. In the event that the Grantor determines that: Grantee has violated Section 10.B., Grantor may revoke the Franchise upon thirty days written notice to Grantee.

1. In the event Grantor , declare the Franchise breached, the parties may pursue their remedies pursuant to the Franchise or any other remedy, legal or equitable.
2. Notwithstanding the above provisions, Grantee does not waive any of its rights under federal law or regulation.

## SECTION 11. MISCELLANEOUS PROVISIONS.

A. Compliance with Laws. Grantee and the Grantor shall comply with all expressly applicable federal laws regarding Cable Systems as they become effective, unless otherwise stated. Grantee shall also conform during the entire Term of the Franchise with all generally applicable ordinances, rules and regulations adopted pursuant to the Grantor's lawful police powers that do not materially impair or abrogate any of the Grantee's contractual rights under this Franchise and that are not preempted by state or federal law.

B. Severability. If any term, condition or provision of this Franchise or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in a

other respects, continue to be effective and to be complied with. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and the Grantor.

C. Franchise Requirement. In accordance with applicable law, from and after the acceptance of the Franchise, the Grantor shall not allow and it shall be unlawful for any person to construct, install or maintain within any street within the territorial boundaries of the Grantor, or within any other public property of the Grantor, or within any privately owned area within the territorial limits of the Grantor which has not yet become a public street but is designated or delineated as a proposed public street on any tentative subdivision map approved by the Grantor, or the Grantor's official map or the Grantor's major thoroughfare plan, any equipment or facilities for distributing any television signals or radio signals through a system, unless a Franchise authorizing such use of such street or property or areas has first been obtained.

D. Reservation of Rights. Acceptance of the terms and conditions of this Franchise will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by Grantee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. The Grantor hereby acknowledges that Grantee reserves all of its rights under applicable Federal and State Constitution laws and regulations.

E. Force Majeure. With respect to any provision of this Franchise Ordinance, the violation or noncompliance with which could result in the imposition of a financial penalty, forfeiture or other sanction upon Grantee, such violation or noncompliance will be excused where such violation or noncompliance is the result of an Act of God, war, civil disturbance, strike or other labor unrest, or any event beyond Grantee's reasonable control or not reasonably foreseeable.

F. Captions. The paragraph captions and headings in this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Franchise.

G. Written Notice. All notices, reports or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to the person designated below, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, or on the next business day if sent by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to Grantor:

City of Santaquin  
City Manager  
110 S. Center Street  
Santaquin, Utah 84655  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Grantee:

Central Telcom Services  
General Manager  
35 South State  
PO Box 7  
Fairview, UT 84629

Such addresses and phone numbers may be changed by either party upon written notice to the other party given as provided in this section.

H. Entire Agreement. This Franchise contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all other prior understandings and agreements oral or written. This agreement may not be modified except in writing signed by both parties.

I. Franchise Binding. This Franchise is binding on successors, assigns and transferees.

Passed and adopted this 7<sup>th</sup> day of November, 2023.

SANTAQUIN CITY

\_\_\_\_\_  
Daniel M. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Amalie R. Ottley, City Recorder

Accepted by Central Telcom Services, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**RESOLUTION No. 11-04-2023**

**A RESOLUTION REQUESTING THE RECERTIFICATION  
OF THE SANTAQUIN JUSTICE COURT**

WHEREAS, the provisions of U.C.A. § 78A-7-103 require that Justice Courts be recertified at the end of each four-year term; and

WHEREAS, the term of the present Santaquin Justice Court shall expire during the month of February, 2024; and

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

WHEREAS, the members of the Santaquin City Council have determined that it is to the best interests of the City of Santaquin to continue to provide for a Justice Court;

NOW THEREFORE, BE IT RESOLVED, the SANTAQUIN CITY COUNCIL hereby requests recertification of the Santaquin City Court by the Board of Justice Court Judges and the Utah Judicial Council.

BE IT FURTHER RESOLVED, the SANTAQUIN CITY COUNCIL hereby affirms its willingness to continue to meet all requirements set forth by the Judicial Council for continued operation of the Santaquin City Justice Court for the next four-year court term, except as to any requirements waived by the Utah Judicial Council.

**PASSED AND APPROVED** this 7<sup>th</sup> day of November, 2023.

SANTAQUIN CITY

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Daniel M. Olson, Mayor

ATTEST:

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Amalie R. Ottley, City Recorder

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





A PROFESSIONAL CORPORATION

P.O. Box 970663  
Orem, Utah 84097

BRETT B. RICH  
bbr@ns-law.com

November 3, 2023

Mayor Daniel M. Olson  
Santaquin City  
110 South Center Street  
Santaquin, UT 84655

***Re: Recertification of the Santaquin Justice Court***

Dear Mayor Olson:

The law firm of Nielsen & Senior is acting as counsel for the City of Santaquin with Brett B. Rich being the attorney responsible for that representation. This letter is provided as the written opinion advising the City of Santaquin of requirements for the operation of a justice court and the feasibility of maintaining a justice court, which opinion is required by the Justice Court Standards for Recertification.

As you are aware, Nielsen and Senior serves as City Attorney and in that capacity represents the City as legal counsel in civil and administrative matters, and also as the prosecutor in criminal matters in the Santaquin Justice Court and in certain criminal matters in Fourth District Court. While the scope of our representation provides additional understanding of the Santaquin Justice Court, it might also be viewed as a conflict of interest in this undertaking. We have advised the City of this potential conflict and understand that the City has waived the same. However, please keep in mind that this opinion addresses the feasibility of the continued operation of the Santaquin Justice Court and not the decision of whether such continued operation is in the best interest of the City, which will be the decision for the City Council after weighing not only the feasibility of continued operation, but also many other factors, including but not limited to the substantial costs involved.

The Santaquin Justice Court has been certified as a Justice Court for many years. It is presently located on the second floor of the Santaquin City Public Safety Building, with a physical and mailing address of 275 West Main Street, Santaquin, Utah 84655. Pursuant to the terms of two separate Interlocal Agreements, this facility is also the location of the Genola Justice Court, and the Goshen Justice Court. Pursuant to additional and separate Interlocal Agreements, the City of Santaquin employs the Justice Court Judge, who has also been appointed by the Genola Town Council and the Goshen Town Council as the Justice Court Judge for the justice

Mayor Daniel M. Olson  
City of Santaquin  
November 3, 2023  
Page 2

courts of those respective municipalities. Those same Interlocal Agreements also provide for clerical staff and law enforcement support for those additional justice courts. However, each of these justice courts continues to be operated separately, and the records of each court are kept and maintained separately. This opinion addresses only the Santaquin Justice Court and not the separate justice courts of the Towns of Genola or Goshen.

Santaquin City has provided certain documents for our review as they may affect this opinion. For purposes of this opinion, we have assumed the accuracy, genuineness and authenticity of all documents submitted as originals, and in examining copies, we have assumed the genuineness and authenticity of all submitted documents and know of no reason why we should not rely thereon.

We also understand that the City of Santaquin has appointed the Honorable Eric Jewell as Justice Court Judge for the Santaquin Justice Court. However, this opinion is limited to the recertification of the Santaquin Justice Court and does not concern any issues that may or may not arise concerning the employment or retention of Judge Jewell.

Based on, and subject to, the foregoing and pursuant to the Justice Court standards for recertification, we advise the City of Santaquin of the following requirements for the operation of a justice court. We note that many of these requirements have been summarized in the recertification information sent to the City of Santaquin by the Administrative Office of the Courts, which are included as a part of this opinion by reference.

Utah Code Ann. § 78A-7-102 authorizes a municipality to create a justice court. The class of the justice court is determined by applying the criteria found in § 78A-7-101(5). Based on our understanding that during the period beginning from June 30, 2022 and ending July 1, 2023, the average number of cases filed each month in the Santaquin Justice Court was 79, the Santaquin Justice Court is designated as a Class III justice court. And that if combined with the total number of cases filed in the Genola Justice Court and the Goshen Justice Court, the total number of cases still falls within the range required for designation as a Class III justice court. Utah Code Ann. § 78A-1-101(5)(c). We do not express any opinion regarding the designation of the Genola Justice Court or the Goshen Justice Court in the event the number of cases in the three justice courts are not combined, or in the event that either the Genola Justice Court, or the Goshen Justice Court is not recertified.

Because some of the statutory requirements for the justice court operations have been amended since the last recertification many, but not all the statutory requirements are set forth below.



**Utah Code Ann. § 78A-7-105(2). Territorial jurisdiction.**

(2) The territorial jurisdiction of municipal justice courts extends to the corporate limits of the municipality in which the justice court is created.

**Utah Code Ann. § 78A-7-106. Jurisdiction.**

- (1) (a) Except for an offense for which the district court has original jurisdiction under Subsection 78A-5-102(8) or an offense for which the juvenile court has original jurisdiction under Subsection 78A-6-103(1)(c), a justice court has original jurisdiction over class B and C misdemeanors, violation of ordinances, and infractions committed within the justice court's territorial jurisdiction by an individual who is 18 years old or older.
- (b) A justice court has original jurisdiction over the following offenses committed within the justice court's territorial jurisdiction by an individual who is 18 years old or older:
  - (i) class C misdemeanor and infraction violations of Title 53, Chapter 3, Part 2, Driver Licensing Act; and
  - (ii) class B and C misdemeanor and infraction violations of:
    - (A) Title 23A, Wildlife Resources Act;
    - (B) Title 41, Chapter 1a, Motor Vehicle Act;
    - (C) Title 41, Chapter 6a, Traffic Code, except Title 41, Chapter 6a, Part 5, Driving Under the Influence and Reckless Driving;
    - (D) Title 41, Chapter 12a, Financial Responsibility of Motor Vehicle Owners and Operators Act;
    - (E) Title 41, Chapter 22, Off-highway Vehicles;
    - (F) Title 73, Chapter 18, State Boating Act, except Section 73-18-12;
    - (G) Title 73, Chapter 18a, Boating - Litter and Pollution Control;
    - (H) Title 73, Chapter 18b, Water Safety; and
    - (I) Title 73, Chapter 18c, Financial Responsibility of Motorboat Owners and Operators Act.
- (2) Except for an offense for which the district court has exclusive jurisdiction under Section 78A-5-102.5 or an offense for which the juvenile court has exclusive jurisdiction under Section 78A-6-103.5, a justice court has original jurisdiction over the following offenses committed within the justice court's territorial jurisdiction by an individual who is 16 or 17 years old:
  - (a) class C misdemeanor and infraction violations of Title 53, Chapter 3, Part 2, Driver Licensing Act; and
  - (b) class B and C misdemeanor and infraction violations of:

- (i) Title 23A, Wildlife Resources Act;
  - (ii) Title 41, Chapter 1a, Motor Vehicle Act;
  - (iii) Title 41, Chapter 6a, Traffic Code, except Title 41, Chapter 6a, Part 5, Driving Under the Influence and Reckless Driving;
  - (iv) Title 41, Chapter 12a, Financial Responsibility of Motor Vehicle Owners and Operators Act;
  - (v) Title 41, Chapter 22, Off-highway Vehicles;
  - (vi) Title 73, Chapter 18, State Boating Act, except for an offense under Section 73-18-12;
  - (vii) Title 73, Chapter 18a, Boating - Litter and Pollution Control;
  - (viii) Title 73, Chapter 18b, Water Safety; and
  - (ix) Title 73, Chapter 18c, Financial Responsibility of Motorboat Owners and Operators Act.
- (3) (a) As used in this Subsection (3), "body of water" includes any stream, river, lake, or reservoir, whether natural or man-made.
- (b) An offense is committed within the territorial jurisdiction of a justice court if:
- (i) conduct constituting an element of the offense or a result constituting an element of the offense occurs within the court's jurisdiction, regardless of whether the conduct or result is itself unlawful;
  - (ii) either an individual committing an offense or a victim of an offense is located within the court's jurisdiction at the time the offense is committed;
  - (iii) either a cause of injury occurs within the court's jurisdiction or the injury occurs within the court's jurisdiction;
  - (iv) an individual commits any act constituting an element of an inchoate offense within the court's jurisdiction, including an agreement in a conspiracy;
  - (v) an individual solicits, aids, or abets, or attempts to solicit, aid, or abet another individual in the planning or commission of an offense within the court's jurisdiction;
  - (vi) the investigation of the offense does not readily indicate in which court's jurisdiction the offense occurred, and:
    - (A) the offense is committed upon or in any railroad car, vehicle, watercraft, or aircraft passing within the court's jurisdiction;
    - (B) the offense is committed on or in any body of water bordering on or within this state if the territorial limits of the justice court are adjacent to the body of water;



- (C) an individual who commits theft exercises control over the affected property within the court's jurisdiction; or
  - (D) the offense is committed on or near the boundary of the court's jurisdiction;
  - (vii) the offense consists of an unlawful communication that was initiated or received within the court's jurisdiction; or
  - (viii) jurisdiction is otherwise specifically provided by law.
- (4) If in a criminal case the defendant is 16 or 17 years old, a justice court judge may transfer the case to the juvenile court for further proceedings if the justice court judge determines and the juvenile court concurs that the best interests of the defendant would be served by the continuing jurisdiction of the juvenile court.
- (5) Justice courts have jurisdiction of small claims cases under Title 78A, Chapter 8, Small Claims Courts, if a defendant resides in or the debt arose within the territorial jurisdiction of the justice court.
- (6) (a) As used in this Subsection (6), "domestic violence offense" means the same as that term is defined in Section 77-36-1.
- (b) If a justice court has jurisdiction over a criminal action involving a domestic violence offense and the criminal action is set for trial, the prosecuting attorney or the defendant may file a notice of transfer in the justice court to transfer the criminal action from the justice court to the district court.
- (c) If a justice court receives a notice of transfer from the prosecuting attorney or the defendant as described in Subsection (6)(b), the justice court shall transfer the criminal action to the district court.

**Utah Code Ann. § 78A-7-118. Appeals from justice court -- Trial or hearing de novo in district court.**

- (1) As used in this section:
- (a) "Restitution" means the same as that term is defined in Section 77-38b-102.
  - (b) "Victim" means the same as that term is defined in Section 77-38b-102.
- (2) In a criminal case, a defendant is entitled to a trial de novo in the district court only if the defendant files a notice of appeal within 28 days after the day on which:
- (a) except as provided in Subsection (5)(a)(ii), the justice court sentences the defendant; or
  - (b) the defendant enters a plea of guilty or no contest in the justice court that is held in abeyance.
- (3) Upon filing a proper notice of appeal, any term of a sentence imposed by the justice court is stayed as provided for in Section 77-20-302 and the Utah Rules of Criminal Procedure.

- (4) If an appeal under Subsection (2) is of a plea entered pursuant to negotiation with the prosecutor, and the defendant did not reserve the right to appeal as part of the plea negotiation, the negotiation is voided by the appeal.
- (5) (a) A defendant convicted and sentenced in the justice court is entitled to a hearing de novo in the district court regarding:
- (i) an order revoking probation;
  - (ii) a sentence after a determination that a defendant failed to fulfill the terms of a plea in abeyance agreement;
  - (iii) an order denying a motion to withdraw a plea if the plea is being held in abeyance and the motion to withdraw the plea is filed within 28 days after the day on which the plea is entered;
  - (iv) an order for restitution; or
  - (v) an order denying expungement.
- (b) A defendant seeking an appeal under Subsection (5)(a) shall file a notice of appeal within 28 days after the day on which the justice court enters the order or sentence.
- (6) (a) A defendant who has entered into a plea in abeyance in the justice court is entitled to a hearing de novo in the district court on the determination by the justice court as to the amount of restitution owed by the defendant as a part of the plea in abeyance agreement.
- (b) A defendant seeking an appeal under Subsection (6)(a) shall file a notice of appeal within 28 days after the day on which the justice court enters the order for restitution.
- (7) (a) A prosecutor is entitled to a hearing de novo in the district court regarding:
- (i) a final judgment of dismissal;
  - (ii) an order arresting judgment;
  - (iii) an order terminating the prosecution because of a finding of double jeopardy or denial of a speedy trial;
  - (iv) a judgment holding invalid any part of a statute or ordinance;
  - (v) a pretrial order excluding evidence when the prosecutor certifies that exclusion of that evidence prevents continued prosecution of an infraction or class C misdemeanor;
  - (vi) a pretrial order excluding evidence when the prosecutor certifies that exclusion of that evidence impairs continued prosecution of a class B misdemeanor;
  - (vii) an order granting a motion to withdraw a plea of guilty or no contest; or
  - (viii) an order granting an expungement if the expungement was opposed by the prosecution or a victim before the order was entered.



- (b) A prosecutor seeking an appeal under Subsection (7)(a) shall file a notice of appeal within 28 days after the day on which the justice court enters the order or judgment.
- (8) (a) A prosecutor or a victim is entitled to a restitution hearing de novo in the district court regarding restitution if:
  - (i) a request for restitution was made in the justice court; and
  - (ii) the justice court:
    - (A) failed to order the defendant to pay restitution to the victim; or
    - (B) ordered the defendant to pay restitution in an amount less than requested.
- (b) A prosecutor or victim seeking an appeal under Subsection (8)(a) shall file a notice of appeal within 28 days after the day on which the justice court:
  - (i) failed to order the defendant to pay restitution; or
  - (ii) ordered the defendant to pay restitution in an amount less than requested.
- (9) Upon entering a decision in a hearing de novo, the district court shall remand the case to the justice court unless:
  - (a) the decision results in immediate dismissal of the case; or
  - (b) the hearing de novo was on a pretrial order and the parties and the district court agree to have the district court retain jurisdiction.
- (10) The district court shall retain jurisdiction over the case on trial de novo.
- (11) The decision of the district court is final and may not be appealed unless the district court rules on the constitutionality of a statute or ordinance.

**Utah Code Ann. § 78A-7-120. Disposition of fines.**

- (1) (a) Except as otherwise specified by this section, fines and forfeitures collected by a justice court shall be remitted as follows:
  - (i) 50% to the treasurer of the local government responsible for the court; and
  - (ii) 50% to the treasurer of the local government which prosecutes or which would prosecute the violation.
- (b) An interlocal agreement created pursuant to Title 11, Chapter 13, Interlocal Cooperation Act, and related to justice courts may alter the ratio described in Subsection (1)(a) if the parties agree.
- (2) (a) For violation of Title 23A, Wildlife Resources Act, the court shall allocate 85% to the Division of Wildlife Resources and 15% to the general fund of the local government responsible for the justice court.



- (b) For violation of Title 41, Chapter 22, Off-highway Vehicles, or Title 73, Chapter 18, State Boating Act, the court shall allocate 85% to the Division of Outdoor Recreation and 15% to the general fund of the local government responsible for the justice court.
- (c) Fines and forfeitures collected by the court for a violation of Section 41-6a-1302 in instances where evidence of the violation was obtained by an automated traffic enforcement safety device as described in Section 41-6a-1310 shall be remitted:
  - (i) 20% to the school district or private school that owns or contracts for the use of the school bus; and
  - (ii) 80% in accordance with Subsection (1).
- (3) The surcharge established by Section 51-9-401 shall be paid to the state treasurer and deposited into the General Fund.
- (4) Fines, fees, court costs, and forfeitures collected by a municipal or county justice court for a violation of Section 72-7-404 or 72-7-406 regarding maximum weight limitations and overweight permits, minus court costs not to exceed the schedule adopted by the Judicial Council, shall be paid to the state treasurer and allocated to the Department of Transportation for class B and class C roads.
- (5) Revenue allocated for class B and class C roads pursuant to Subsection (4) or Subsection (7) is supplemental to the money appropriated under Section 72-2-107 but shall be expended in the same manner as other class B and class C road funds.
- (6) (a) Fines and forfeitures collected by the court for a second or subsequent violation under Section 41-6a-1713 or Subsection 72-7-409(6)(c) shall be remitted:
  - (i) 60% to the state treasurer to be deposited into the Transportation Fund; and
  - (ii) 40% in accordance with Subsection (1).
  - (b) Fines and forfeitures collected by the court for a second or subsequent violation under Subsection 72-7-409(6)(d) shall be remitted:
    - (i) 50% to the state treasurer to be deposited into the Transportation Fund; and
    - (ii) 50% in accordance with Subsection (1).
- (7) (a) Revenue from traffic fines may not exceed 25% of a local government's total general fund revenue for a fiscal year.
  - (b) No later than 30 days after the day on which a local government's fiscal year ends, a local government that receives traffic fine revenue shall:
    - (i) for the immediately preceding fiscal year, determine the amount of traffic fine revenue that exceeds the amount described in Subsection (7)(a); and
    - (ii) transfer the amount calculated under Subsection (7)(b)(i) to the state treasurer to be allocated to the Department of Transportation for class B and class C roads.

**Utah Code Ann. § 78A-7-121. Funds collected -- Deposits and reports -- Special account -- Accounting.**

- (1) In addition to any fine, penalty, forfeiture, or other surcharge, a security surcharge of \$60 shall be assessed on all convictions for offenses listed in the uniform bail schedule adopted by the Judicial Council and moving traffic violations.
- (2) The security surcharge shall be collected and distributed pro rata with any fine collected. A fine that would otherwise have been charged may not be reduced due to the imposition of the security surcharge.
- (3) Twenty-eight dollars of the security surcharge shall be remitted to the state treasurer and distributed to the Court Security Account created in Section 78A-2-602.
- (4) Thirty-two dollars of the security surcharge shall be allocated as follows:
  - (a) the assessing court shall retain 20% of the amount collected for deposit into the general fund of the governmental entity; and
  - (b) 80% shall be remitted to the state treasurer to be distributed as follows:
    - (i) 62.5% to the treasurer of the county in which the justice court which remitted the amount is located;
    - (ii) 25% to the Court Security Account created in Section 78A-2-602; and
    - (iii) 12.5% to the Justice Court Technology, Security, and Training Account created in Section 78A-7-301.
- (5) The court shall remit money collected in accordance with Title 51, Chapter 7, State Money Management Act.

**Utah Code Ann. § 78A-7-122. Security surcharge -- Application -- Deposit in restricted accounts.**

- (1) In addition to any fine, penalty, forfeiture, or other surcharge, a security surcharge of \$60 shall be assessed on all convictions for offenses listed in the uniform bail schedule adopted by the Judicial Council and moving traffic violations.
- (2) The security surcharge shall be collected and distributed pro rata with any fine collected. A fine that would otherwise have been charged may not be reduced due to the imposition of the security surcharge.
- (3) Twenty-eight dollars of the security surcharge shall be remitted to the state treasurer and distributed to the Court Security Account created in Section 78A-2-602.
- (4) Thirty-two dollars of the security surcharge shall be allocated as follows:
  - (a) the assessing court shall retain 20% of the amount collected for deposit into the general fund of the governmental entity; and



- (b) 80% shall be remitted to the state treasurer to be distributed as follows:
  - (i) 62.5% to the treasurer of the county in which the justice court which remitted the amount is located;
  - (ii) 25% to the Court Security Account created in Section 78A-2-602; and
  - (iii) 12.5% to the Justice Court Technology, Security, and Training Account created in Section 78A-7-301.
- (5) The court shall remit money collected in accordance with Title 51, Chapter 7, State Money Management Act.

**Utah Code Ann. § 78A-7-123. Dissolution of justice courts.**

- (1) (a) The county or municipality shall obtain legislative approval to dissolve a justice court if the caseload from that court would fall to the district court upon dissolution.
- (b) To obtain approval of the Legislature, the governing authority of the municipality or county shall petition the Legislature to adopt a joint resolution to approve the dissolution.
- (c) The municipality or county shall provide notice to the Judicial Council.
- (d) Notice of intent to dissolve a Class I or Class II justice court to the Judicial Council shall be given not later than July 1 two years prior to the general session in which the county or municipality intends to seek legislative approval.
- (e) Notice of intent to dissolve a Class III or Class IV justice court to the Judicial Council shall be given not later than July 1 immediately prior to the general session in which the county or municipality intends to seek legislative approval.
- (2) (a) A county or municipality shall give notice of intent to dissolve a justice court to the Judicial Council if the caseload of that court would fall to the county justice court. A municipality shall also give notice to the county of its intent to dissolve a justice court.
- (b) Notice of intent to dissolve a Class I or Class II court shall be given by July 1 at least two years prior to the effective date of the dissolution.
- (c) Notice of intent to dissolve a Class III or Class IV court shall be given by July 1 at least one year prior to the effective date of the dissolution.
- (3) Upon request from a municipality or county seeking to dissolve a justice court, the Judicial Council may shorten the time required between the city's or county's notice of intent to dissolve a justice court and the effective date of the dissolution.

**Utah Code Ann. § 78A-7-201. Justice court judge eligibility – Mandatory retirement.**

- (1) A justice court judge shall be:
  - (a) a citizen of the United States;

- (b) 25 years old or older;
  - (c) a resident of Utah for at least three years immediately preceding the judge's appointment;
  - (d) upon appointment or within a reasonable time after appointment, a resident of the county, an adjacent county, or the judicial district in which the justice court is located; and
  - (e) a qualified voter of the county in which the judge resides.
- (2) (a) On and after May 3, 2023, a justice court judge shall have a degree from a law school that makes one eligible to apply for admission to a bar in any state.
- (b) A justice court judge holding office on May 3, 2023, who does not meet the qualification described in Subsection (2)(a) may continue in office until the judge resigns, retires, is not retained in a retention election, or is removed from office.
- (3) Notwithstanding Subsection (2), a justice court judge is not required to be admitted to practice law in the state as a qualification to hold office.
- (4) A justice court judge shall be a person who has demonstrated maturity of judgment, integrity, and the ability to understand and apply appropriate law with impartiality.
- (5) A justice court judge shall retire upon attaining the age of 75 years.
- (6) If there are not at least two applicants for a justice court judge position who meet the requirement of Subsection (2)(a), the justice court nominating commission may:
- (a) re-advertise the position; and
  - (b) accept applications from individuals who do not meet the requirement of Subsection (2)(a).

**Utah Code Ann. § 78A-7-202. Justice court judges to be appointed -- Procedure.**

- (1) As used in this section:
- (a) "Local government executive" means:
    - (i) for a county:
      - (A) the chair of the county commission in a county operating under the county commission or expanded county commission form of county government;
      - (B) the county executive in a county operating under the county executive-council form of county government; and
      - (C) the county manager in a county operating under the council-manager form of county government;
    - (ii) for a city or town:
      - (A) the mayor of the city or town; or



- (B) the city manager, in the council-manager form of government described in Subsection 10-3b-103(7); and
- (iii) for a metro township, the chair of the metro township council.
- (b) "Local legislative body" means:
  - (i) for a county, the county commission or county council; and
  - (ii) for a city or town, the council of the city or town.
- (2) (a) There is created in each county a county justice court nominating commission to review applicants and make recommendations to the appointing authority for a justice court position.
- (b) The commission shall be convened when a new justice court judge position is created or when a vacancy in an existing court occurs for a justice court located within the county.
- (c) Membership of the justice court nominating commission shall be as follows:
  - (i) one member appointed by:
    - (A) the county commission if the county has a county commission form of government; or
    - (B) the county executive if the county has an executive-council form of government;
  - (ii) one member appointed by the municipalities in the counties as follows:
    - (A) if the county has only one municipality, appointment shall be made by the governing authority of that municipality; or
    - (B) if the county has more than one municipality, appointment shall be made by a municipal selection committee composed of the mayors of each municipality and the chairs of each metro township in the county;
  - (iii) one member appointed by the county bar association; and
  - (iv) two members appointed by the governing authority of the jurisdiction where the judicial office is located.
- (d) (i) If there is no county bar association, the member in Subsection (2)(c)(iii) shall be appointed by the regional bar association.
- (ii) If no regional bar association exists, the state bar association shall make the appointment.
- (e) Members appointed under Subsections (2)(c)(i) and (ii) may not be the appointing authority or an elected official of a county or municipality.

- (f) (i) Except as provided in Subsection (2)(f)(ii), the nominating commission shall submit at least three names to the appointing authority of the jurisdiction expected to be served by the judge.
- (ii) If there are fewer than three applicants for a justice court vacancy, the nominating commission shall submit all qualified applicants to the appointing authority of the jurisdiction expected to be served by the judge.
- (iii) The local government executive shall appoint a judge from the list submitted and the appointment ratified by the local legislative body.
- (g) (i) The state court administrator shall provide staff to the commission.
- (ii) The Judicial Council shall establish rules and procedures for the conduct of the commission.
- (3) (a) A judicial vacancy for a justice court shall be announced:
  - (i) as an employment opportunity on the Utah Courts' website;
  - (ii) in an email to the members of the Utah State Bar; and
  - (iii) for the justice court's jurisdiction, as a class A notice under Section 63G-30-102, for at least 30 days.
- (b) A judicial vacancy for a justice court may also be advertised through other appropriate means.
- (4) Selection of candidates shall be based on compliance with the requirements for office and competence to serve as a judge.
- (5) (a) Once selected, every prospective justice court judge shall attend an orientation seminar conducted under the direction of the Judicial Council.
- (b) Upon completion of the orientation seminar described in Subsection (5)(a), the Judicial Council shall certify the justice court judge as qualified to hold office.
- (6) (a) The selection of a person to fill the office of justice court judge is effective upon certification of the judge by the Judicial Council.
- (b) A justice court judge may not perform judicial duties until certified by the Judicial Council.

**Utah Code Ann. § 78A-7-203. Term of office for justice court judge -- Retention -- Reduction in force -- Addition of a justice court judge position.**

- (1) The term of a justice court judge is six years beginning the first Monday in January following the date of election.



- (2) Upon the expiration of a justice court judge's term of office, the judge shall be subject to an unopposed retention election in accordance with the procedures set forth in Section 20A-12-201:
  - (a) in the county or counties in which the court to which the judge is appointed is located if the judge is a county justice court judge or a municipal justice court judge in a town or city of the fourth or fifth class; or
  - (b) in the municipality in which the court to which the judge is appointed is located if the judge is a municipal justice court judge and Subsection (2)(a) does not apply.
- (3) Before each retention election, each justice court judge shall be evaluated in accordance with the performance evaluation program established in Chapter 12, Judicial Performance Evaluation Commission Act.
- (4) A municipality or county that has more than one justice court judge and the weighted caseload per judge is lower than 0.60 as determined by the Administrative Office of the Courts may, at the municipality's or county's discretion and at the end of a judge's term of office, initiate a reduction in force and reduce, lay off, terminate, or eliminate a judge's position in accordance with the municipality's or county's employment policies.
- (5) A municipality or county may only add a new justice court judge position if the Judicial Council, after considering the caseload of the court, approves creation of the position.

**Utah Code Ann. § 78A-7-204. Offices of justice court judges.**

- (1) Justice court judges holding office in:
  - (a) county precincts are county justice court judges; and
  - (b) cities or towns are municipal justice court judges.
- (2) The county legislative body may establish a single precinct or divide the county into multiple precincts to create county justice courts for public convenience.
- (3)
  - (a) The governing body may create as many judicial positions as are required for the efficient administration of a justice court.
  - (b) If more than one judge is assigned to a court, all filings within that court shall be assigned to the judges at random unless the governing body has been authorized to create specialized judicial calendars to serve the interests of justice.

**Utah Code Ann. § 78A-7-205. Required training -- Expenses -- Failure to attend.**

- (1) A justice court judge shall meet the continuing education requirements of the Judicial Council.



- (2) Successful completion of the continuing education requirement includes instruction regarding competency and understanding of constitutional provisions and laws relating to the jurisdiction of the court, rules of evidence, and rules of civil and criminal procedure as indicated by a certificate awarded by the Judicial Council.
- (3) The Judicial Council shall file a formal complaint with the Judicial Conduct Commission against each justice court judge who does not comply with this section.

**Utah Code Ann. § 78A-7-206. Determination of compensation for justice court judge -- Limits on secondary employment -- Prohibition on holding political or elected office -- Penalties.**

- (1) Every justice court judge shall be paid a fixed compensation determined by the governing body of the respective municipality or county.
  - (a) The governing body of the municipality or county may not set a full-time justice court judge's salary at less than 70% nor more than 90% of a district court judge's salary.
  - (b) The governing body of the municipality or county shall set a part-time justice court judge's salary as follows:
    - (i) The governing body shall first determine the full-time salary range outlined in Subsection (1)(a).
    - (ii) The caseload of a part-time judge shall be determined by the office of the state court administrator and expressed as a percentage of the caseload of a full-time judge.
    - (iii) The judge's salary shall then be determined by applying the percentage determined in Subsection (1)(b)(ii) against the salary range determined in Subsection (1)(a).
  - (c) A justice court judge shall receive an annual salary adjustment at least equal to the average salary adjustment for all county or municipal employees for the jurisdiction served by the judge.
  - (d) Notwithstanding Subsection (1)(c), a justice court judge may not receive a salary greater than 90% of the salary of a district court judge.
  - (e) A justice court judge employed by more than one entity as a justice court judge may not receive a total salary for service as a justice court judge greater than the salary of a district court judge.
  - (f) A salary described in this Subsection (1) does not include additional compensation provided for a presiding judge or associate presiding judge of a justice court under Section 78A-7-209.5.
- (2) A justice court judge may not appear as an attorney in any:
  - (a) justice court;
  - (b) criminal matter in any federal, state, or local court; or

- (c) juvenile court case involving conduct which would be criminal if committed by an adult.
- (3) A justice court judge may not hold any office or employment including contracting for services in any justice agency of state government or any political subdivision of the state including law enforcement, prosecution, criminal defense, corrections, or court employment.
  - (4) A justice court judge may not hold any office in any political party or organization engaged in any political activity or serve as an elected official in state government or any political subdivision of the state.
  - (5) A justice court judge may not own or be employed by any business entity which regularly litigates in small claims court.
  - (6) The Judicial Council shall file a formal complaint with the Judicial Conduct Commission for each violation of this section.

**Utah Code Ann. § 78A-7-208. Temporary justice court judge.**

When necessary, the governing body may appoint any senior justice court judge, or justice court judge currently holding office within the judicial district or in an adjacent county, to serve as a temporary justice court judge.

**Utah Code Ann. § 78A-7-210. Justice court judge administrative responsibilities.**

- (1) Justice court judges shall comply with and ensure that court personnel comply with applicable county or municipal rules and regulations related to personnel, budgets, and other administrative functions.
- (2) Failure by the judge to comply with applicable administrative county or municipal rules and regulations may be referred, by the county executive or municipal legislative body, to the state Justice Court Administrator.
- (3) Repeated or willful noncompliance may be referred, by the county executive or municipal legislative body, to the Judicial Conduct Commission.

**Utah Code Ann. § 78A-7-212. Place of holding court.**

- (1) (a) County justice court judges may hold court in any municipality within the precinct but may exercise only the jurisdiction provided by law for county justice courts.  
(b) County justice court judges may also, at the direction of the county legislative body, hold court anywhere in the county as needed but may only hear cases arising within the precinct.
- (2) A municipal justice court judge shall hold court in the municipality where the court is located and, as directed by the municipal governing body, at the county jail or municipal prison.



**Utah Code Ann. § 78A-7-213. Trial facilities -- Hours of business.**

- (1) A justice court judge shall conduct all official court business in a courtroom or office located in a public facility which is conducive and appropriate to the administration of justice.
- (2)
  - (a) A county justice court may, at the direction of the county legislative body, hold justice court anywhere in the county as needed but may only hear cases arising within its precinct.
  - (b) A municipal justice court judge shall hold court in the municipality where the court is located.
  - (c) Justice courts may also hold court or conduct hearings or court business in any facility or location authorized by rule of the Judicial Council.
- (3) Justice courts shall be open and judicial business shall be transacted:
  - (a) five days per week; or
  - (b) no less than four days per week for at least 11 hours per day.
- (4) The legislative body of the county, city, or town shall establish operating hours for the justice courts within the requirements of Subsection (3) and the code of judicial administration.
- (5) The hours the courts are open shall be posted conspicuously at the courts and in local public buildings.
- (6) The clerk of the court and judges of justice courts shall attend the court at regularly scheduled times.
- (7) By July 1, 2011, all justice courts shall use a common case management system and disposition reporting system as specified by the Judicial Council.

**Utah Code Ann. § 78A-7-215. Monthly reports to court administrator and governing body.**

- (1) Every justice court shall file monthly with the state court administrator a report of the judicial business of the judge. The report shall be on forms supplied by the state court administrator.
- (2) The report shall state the number of criminal and small claims actions filed, the dispositions entered, and other information as specified in the forms.
- (3) A copy of the report shall be furnished by the justice court to the person or office in the county, city, or town designated by the governing body to receive the report.

**Utah Code Ann. § 78A-8-102. Small claims -- Defined -- Counsel not necessary -- Removal from district court -- Deferring multiple claims of one plaintiff -- Supreme Court to govern procedures.**

- (1) A small claims action is a civil action:
  - (a) for the recovery of money when:

- (i) the amount claimed does not exceed:
    - (A) on or after May 4, 2022, through December 31, 2024, \$15,000 including attorney fees but exclusive of court costs and interest;
    - (B) on or after January 1, 2025, through December 31, 2029, \$20,000 including attorney fees but exclusive of court costs and interest; and
    - (C) on or after January 1, 2030, \$25,000 including attorney fees but exclusive of court costs and interest; and
  - (ii) the defendant resides or the action of indebtedness was incurred within the jurisdiction of the court in which the action is to be maintained; or
  - (b) involving interpleader under Rule 22 of the Utah Rules of Civil Procedure, in which the amount claimed does not exceed the amount described in Subsection (1)(a)(i).
- (2) (a) A defendant in an action filed in the district court that meets the requirement of Subsection (1)(a)(i) may remove, if agreed to by the plaintiff, the action to a small claims court within the same district by:
- (i) giving notice, including the small claims filing number, to the district court of removal during the time afforded for a responsive pleading; and
  - (ii) paying the applicable small claims filing fee.
- (b) A filing fee may not be charged to a plaintiff to appeal a judgment on an action removed under Subsection (2)(a) to the district court where the action was originally filed.
- (3) The judgment in a small claims action may not exceed the amount described in Subsection (1)(a)(i).
- (4) A counter claim may be maintained in a small claims action if the counter claim arises out of the transaction or occurrence which is the subject matter of the plaintiff's claim. A counter claim may not be raised for the first time in the trial de novo of the small claims action.
- (5) (a) A claim involving property damage from a motor vehicle accident may be maintained in a small claims action, and any removal or appeal of the small claims action, without limiting the ability of a plaintiff to make a claim for bodily injury against the same defendant in a separate legal action.
- (b) In the event that a property damage claim is brought as a small claims action:
- (i) a liability decision in an original small claims action or appeal of the original small claims action is not binding in a separate legal action for bodily injury; and
  - (ii) an additional property damage claim may not be brought in a separate legal action for bodily injury.



- (6) (a) With or without counsel, persons or corporations may litigate actions on behalf of themselves:
  - (i) in person; or
  - (ii) through authorized employees.
- (b) A person or corporation may be represented in an action by an individual who is not an employee of the person or corporation and is not licensed to practice law only in accordance with the Utah Rules of Small Claims Procedure as made by the Supreme Court.
- (7) (a) If a person or corporation other than a municipality or a political subdivision of the state files multiple small claims in any one court, the clerk or judge of the court may remove all but the initial claim from the court's calendar in order to dispose of all other small claims matters.
- (b) A claim so removed shall be rescheduled as permitted by the court's calendar.
- (8) A small claims matter shall be managed in accordance with simplified rules of procedure and evidence made by the Supreme Court.

**Utah Code Ann. § 78A-8-103. Assignee may not file claim.**

A claim may not be filed or prosecuted in small claims court by any assignee of a claim.

**Utah Code Ann. § 78A-8-104. Object of small claims -- Attachment, garnishment, and execution.**

- (1) The hearing in a small claims action has the sole object of dispensing speedy justice between the parties. The record of small claims proceedings shall be as provided by rule of the Judicial Council.
- (2) Attachment, garnishment, and execution may issue after judgment as prescribed by law, upon the payment of the fees required for those services.

**Utah Code Ann. § 78A-8-105. Civil filing fees.**

- (1) Except as provided in this section, the fees for a small claims action in justice court shall be the same as provided in Section 78A-2-301.
- (2) Fees collected in small claims actions filed in municipal justice court are remitted to the municipal treasurer. Fees collected in small claims actions filed in a county justice court are remitted to the county treasurer.
- (3) The fee in the justice court for filing a notice of appeal for trial de novo in a court of record is \$10. The fee covers all services of the justice court on appeal but does not satisfy the trial de novo filing fee in the court of record.

**Utah Code Ann. § 78A-8-106. Appeals -- Who may take and jurisdiction.**

- (1) Either party may appeal the judgment in a small claims action to the district court of the county by filing a notice of appeal in the original trial court within 28 days of entry of the judgment. If the judgment in a small claims action is entered by a judge or judge pro tempore of the district court, the notice of appeal shall be filed with the district court.
- (2) The appeal is a trial de novo and shall be tried in accordance with the procedures of small claims actions. A record of the trial shall be maintained. The trial de novo may not be heard by a judge pro tempore appointed under Section 78A-8-108. The decision of the trial de novo may not be appealed unless the court rules on the constitutionality of a statute or ordinance.

**Utah Code Ann. § 78A-8-107. Costs.**

The prevailing party in any small claims action is entitled to costs of the action and also the costs of execution upon a judgment rendered therein.

**Utah Code Ann. § 78A-8-108. Evening hours -- Judges pro tempore.**

- (1) The district or justice court may request that the Supreme Court appoint a member of the Utah State Bar in good standing, with the member's consent, as judge pro tempore to hear and determine small claims at times, including evening sessions, to be set by the court.
- (2) After being duly sworn, judges pro tempore shall:
  - (a) serve voluntarily and without compensation at the request of the court; and
  - (b) be extended the same immunities, and have the same powers with respect to matters within the jurisdiction of the small claims court as exercised by a regular judge.

**Utah Code Ann. § 78A-8-109. Report to Judiciary Interim Committee.**

The Judicial Council shall present to the Judiciary Interim Committee, if requested by the committee, a report and recommendation concerning the maximum amount of small claims actions.

**Utah Code Ann. § 78B-1-103. Jurors selected from random cross section -- Opportunity and obligation to serve.**

- (1) It is the policy of this state that:
  - (a) persons selected for jury service be selected at random from a fair cross section of the population of the county;
  - (b) all qualified citizens have the opportunity in accordance with this chapter to be considered for service; and
  - (c) all qualified citizens are obligated to serve when summoned, unless excused.



- (2) A qualified citizen may not be excluded from jury service on account of race, color, religion, sex, national origin, age, occupation, disability, or economic status.

**Utah Code Ann. § 78B-1-111. Food allowance for jurors -- Sequestration costs.**

- (1) Jurors may be provided with a reasonable food allowance under the rules of the Judicial Council.
- (2) When a jury has been placed in sequestration by order of the court, the necessary expenses for food and lodging shall be provided in accordance with the rules of the Judicial Council.

**Utah Code Ann. § 78B-1-112. Jurors -- Preservation of records.**

All records and papers compiled in connection with the selection and service of jurors shall be preserved by the clerk for four years, or for any longer period ordered by the court.

**Utah Code Ann. § 78B-1-113. Jury not selected in conformity with chapter -- Procedure to challenge -- Relief available -- Exclusive remedy.**

- (1) Within seven days after the moving party discovered, or by the exercise of diligence could have discovered the grounds therefore, and in any event before the trial jury is sworn to try the case, a party may move to stay the proceedings or to quash an indictment, or for other appropriate relief, on the ground of substantial failure to comply with this act in selecting a grand or trial jury.
- (2) Upon motion filed under this section containing a sworn statement of acts which if true would constitute a substantial failure to comply with this act, the moving party may present testimony of the county clerk, the clerk of the court, any relevant records and papers not public or otherwise available used by the jury commission or the clerk, and any other relevant evidence. If the court determines that in selecting either a grand or a trial jury there has been a substantial failure to comply with this act and it appears that actual and substantial injustice and prejudice has resulted or will result to a party in consequence of the failure, the court shall stay the proceedings pending the selection of the jury in conformity with this act, quash an indictment, or grant other appropriate relief.
- (3) The procedures prescribed by this section are the exclusive means by which a person accused of a crime, the state, or a party in a civil case may challenge a jury on the ground that the jury was not selected in conformity with this act.

**Utah Code Ann. § 78B-1-114. Jury fee assessments -- Payment.**

- (1) The court has discretionary authority in any civil or criminal action or proceeding triable by jury to assess the entire cost of one day's juror fees against either the plaintiff or defendant or their counsel, or to divide the cost and assess them against both plaintiff and defendant or their counsel, or additional parties plaintiff or defendant, if:

- (a) a jury demand has been made and is later withdrawn within the 48 hours preceding the commencement of the trial; or
  - (b) the case is settled or continued within 48 hours of trial without just cause for not having settled or continued the case prior to the 48-hour period.
- (2) The party assessed shall make payment to the clerk of the court within a prescribed period. Payment shall be enforced by contempt proceedings.
- (3) The court clerk shall transfer the assessment to the state treasury, or the auditor of the city or county incurring the juror expenses.

**Utah Code Ann. § 78B-1-117(3). Jurors and Witnesses –State payment for jurors and subpoenaed persons -- Appropriations and costs -- Expenses in justice court.**

- (3) In the justice courts, the fees, mileage, and other expenses authorized by law for jurors, prosecution witnesses, witnesses subpoenaed by indigent defendants, and interpreter costs shall be paid by the municipality if the action is prosecuted by the city attorney, and by the county if the action is prosecuted by the county attorney or district attorney.

**Utah Code Ann. § 78B-1-119. Jurors and Witnesses -- Fees and mileage.**

- (1) Every juror and witness legally required or in good faith requested to attend a trial court of record or not of record or a grand jury is entitled to:
- (a) \$18.50 for the first day of attendance and \$49 per day for each subsequent day of attendance; and
  - (b) if traveling more than 50 miles, \$1 for each four miles in excess of 50 miles actually and necessarily traveled in going only, regardless of county lines.
- (2) Persons in the custody of a penal institution upon conviction of a criminal offense are not entitled to a witness fee.
- (3) A witness attending from outside the state in a civil case is allowed mileage at the rate of 25 cents per mile and is taxed for the distance actually and necessarily traveled inside the state in going only.
- (4) If the witness is attending from outside the state in a criminal case, the state shall reimburse the witness under Section 77-21-3.
- (5) A prosecution witness or a witness subpoenaed by an indigent defendant attending from outside the county but within the state may receive reimbursement for necessary lodging and meal expenses under rule of the Judicial Council.
- (6) A witness subpoenaed to testify in court proceedings in a civil action shall receive reimbursement for necessary and reasonable parking expenses from the attorney issuing the subpoena under rule of the Judicial Council or Supreme Court.



**Utah Code Ann. § 78B-1-120. Jurors and witnesses -- Fees in criminal cases -- Daily report of attendance.**

Every witness in a criminal case subpoenaed for the state, or for a defendant by order of the court at the expense of the state, and every juror, whether grand or trial, shall, unless temporarily excused, in person report daily to the clerk. No per diem shall be allowed for any day upon which attendance is not so reported.

**Utah Code Ann. § 78B-1-122. Jurors and witnesses -- Justice court judge -- Certificate of attendance -- Records and reporting.**

Every justice court shall follow the established disbursement process for juror and witness fees within the town, city, or county, or use the following procedure.

- (1) A justice court judge shall provide to each person who has served as a juror or as a witness in a criminal case when summoned for the prosecution by the county or city attorney, or for the defense by order of the court, a numbered certificate that contains:
  - (a) the name of the juror or witness;
  - (b) the title of the proceeding;
  - (c) the number of days in attendance;
  - (d) the number of miles traveled if the witness has traveled more than 50 miles in going only;  
and
  - (e) the amount due.
- (2) The certificate shall be presented to the county or city attorney. When certified as being correct, it shall be presented to the county or city auditor and when allowed by the county executive or town council, the auditor shall draw a warrant for it on the treasurer.
- (3) Every justice court judge shall keep a record of all certificates issued. The record shall show all of the facts stated in each certificate. On the first Monday of each month a detailed statement of all certificates issued shall be filed with the treasurer.

**Utah Code Ann. § 78B-1-136. Witnesses -- Rights.**

It is the right of a witness to be protected from irrelevant, improper or insulting questions, and from harsh or insulting demeanor, to be detained only so long as the interests of justice require it, and to be examined only as to matters legal and pertinent to the issue.

**Utah Code Ann. § 78B-1-138. Witnesses -- Exempt from arrest in civil action.**

Every person who has been in good faith served with a subpoena to attend as a witness before a court, judge, commissioner, referee or other person, in a case where the disobedience of the witness may be punished as a contempt, is exempt from arrest in a civil action while going to the place of attendance, necessarily remaining there and returning therefrom.

**Utah Code Ann. § 78B-1-139. Witnesses – Unlawful arrest – Void – Damages recoverable.**

The arrest of a witness contrary to Section 78B-1-138 is void, and when willfully made is a contempt of the court. The person making the arrest is responsible to the witness arrested for double the amount of the damages which may be assessed against the witness, and is also liable to an action at the suit of the party serving the witness with the subpoena for the damages sustained by the party in consequence of the arrest.

**Utah Code Ann. § 78B-1-140. Liability of officer making arrest.**

- (1) An officer is not liable for making the arrest in ignorance of the facts creating the exemption, but is liable for any subsequent detention of the witness, if the witness claims the exemption and makes an affidavit stating:
  - (a) he has been served with a subpoena to attend as a witness before a court, officer or other person, specifying the same, the place of attendance and the action or proceeding in which the subpoena was issued;
  - (b) he has not been served by his own procurement, with the intention of avoiding an arrest; and
  - (c) he is at the time going to the place of attendance, returning therefrom, or remaining there in obedience to the subpoena.
- (2) The affidavit may be taken by the officer, and exonerates him from liability for discharging the witness when arrested.

**Utah Code Ann. § 78B-1-141. Witnesses – Discharge when unlawfully arrested.**

The court or officer issuing the subpoena, and the court or officer before whom the attendance is required, may discharge the witness from an arrest made in violation of Section 78B-1-138. If the court has adjourned before the arrest or before application for the discharge, a judge of the court may grant the discharge.

**Utah Code Ann. § 78B-1-146. Witnesses -- Interpreters -- Subpoena -- Contempt -- Costs.**

- (1) When a witness does not understand and speak the English language, an interpreter shall be sworn in to interpret. Any person may be subpoenaed by any court or judge to appear before the court or judge to act as an interpreter in any action or proceeding. Any person so subpoenaed who fails to attend at the time and place named is guilty of a contempt.
- (2) The Judicial Council may establish a fee for the issuance and renewal of a license of a certified court interpreter. Any fee established under this section shall be deposited as a dedicated credit to the Judicial Council.
- (3) If the court appoints an interpreter, the court may assess all or part of the fees and costs of the interpreter against the person for whom the service is provided. The court may not assess interpreter fees or costs against a person found to be impecunious.



**Utah Code Ann. § 78B-1-147. Witnesses – Fees in civil cases – How paid – Taxed as costs.**

- (1) The fees and compensation of witnesses in all civil causes shall be paid by the party who causes the witnesses to attend. A person is not obliged to attend court in a civil cause when subpoenaed unless the person's:
  - (a) fees for one day's attendance are tendered or paid on demand; or
  - (b) fees for attendance for each day are tendered or paid on demand.
- (2) The fees of witnesses paid in civil causes may be taxed as costs against the losing party.

**Utah Code Ann. § 78B-1-148. Witnesses -- Only one fee per day allowed.**

No witness shall receive fees in more than one criminal cause on the same day.

**Utah Code Ann. § 78B-1-149. Witnesses -- Officials subpoenaed not entitled to fee or per diem -- Exception.**

No officer of the United States, or the state, or of any county, incorporated city or town within the state, may receive any witness fee or per diem when testifying in a criminal proceeding unless the officer is required to testify at a time other than during normal working hours.

**Utah Code Ann. § 78B-1-150. Witnesses -- When criminal defense witness may be called at expense of state.**

A witness for a defendant in a criminal cause may not be subpoenaed at the expense of the state, county, or city, except upon order of the court. The order shall be made only upon affidavit of the defendant, showing:

- (1) the defendant is impecunious and unable to pay the per diems of the witness;
- (2) the evidence of the witness is material for defendant's defense as advised by counsel, if counsel is in place; and
- (3) the defendant cannot safely proceed to trial without the witness.

**Utah Code Ann. § 78B-1-202. Proceedings at which interpreter is to be provided for deaf or hard of hearing.**

- (1) If a deaf or hard of hearing person is a party or witness at any stage of any judicial or quasi-judicial proceeding in this state or in its political subdivisions, including civil and criminal court proceedings, grand jury proceedings, proceedings before a magistrate, juvenile proceedings, adoption proceedings, mental health commitment proceedings, and any proceeding in which a deaf or hard of hearing person may be subjected to confinement or

criminal sanction, the appointing authority shall appoint and pay for a qualified interpreter to interpret the proceedings to the deaf or hard of hearing person and to interpret the deaf or hard of hearing person's testimony. If the deaf or hard of hearing person does not understand sign language, the appointing authority shall take necessary steps to ensure that the deaf or hard of hearing person may effectively and accurately communicate in the proceeding.

- (2) If a juvenile whose parent or parents are deaf or hard of hearing is brought before a court for any reason whatsoever, the court shall appoint and pay for a qualified interpreter to interpret the proceedings to the deaf or hard of hearing parent and to interpret the deaf or hard of hearing parent's testimony. If the deaf or hard of hearing parent or parents do not understand sign language, the appointing authority shall take any reasonable, necessary steps to ensure that the deaf or hard of hearing parent may effectively and accurately communicate in the proceeding.
- (3) In any hearing, proceeding, or other program or activity of any department, board, licensing authority, commission, or administrative agency of the state or of its political subdivisions, the appointing authority shall appoint and pay for a qualified interpreter for the deaf or hard of hearing participants if the interpreter is not otherwise compensated for those services. If the deaf or hard of hearing participants do not understand sign language, the appointing authority shall take any reasonable, necessary steps to ensure that the deaf or hard of hearing participant may effectively and accurately communicate in the proceeding.
- (4) If a deaf or hard of hearing person is a witness before any legislative committee or subcommittee, or legislative research or interim committee or subcommittee or commission authorized by the state Legislature or by the legislative body of any political subdivision of the state, the appointing authority shall appoint and pay for a qualified interpreter to interpret the proceedings to the deaf or hard of hearing witness and to interpret the deaf or hard of hearing witness's testimony. If the deaf or hard of hearing witness does not understand sign language, the appointing authority shall take any reasonable, necessary steps to ensure that the deaf or hard of hearing witness may effectively and accurately communicate in the proceeding.
- (5) If it is the policy and practice of a court of this state or of its political subdivisions to appoint counsel for indigent people, the appointing authority shall appoint and pay for a qualified interpreter or other necessary services for deaf or hard of hearing, indigent people to assist in communication with counsel in all phases of the preparation and presentation of the case.
- (6) If a deaf or hard of hearing person is involved in administrative, legislative, or judicial proceedings, the appointing authority shall recognize that family relationship between the particular deaf or hard of hearing person and an interpreter may constitute a possible conflict of interest and select a qualified interpreter who will be impartial in the proceedings.

**Utah Code Ann. § 78B-1-203. Effectiveness of interpreter determined.**

- (1) Before appointing an interpreter, the appointing authority shall make a preliminary determination, on the basis of the proficiency level established by the Utah State Office of



Rehabilitation created in Section 35A-1-202 and on the basis of the deaf or hard of hearing person's testimony, that the interpreter is able to accurately communicate with and translate information to and from the hearing-impaired person involved.

- (2) If the interpreter is not able to provide effective communication with the deaf or hard of hearing person, the appointing authority shall appoint another qualified interpreter.

**Utah Code Ann. § 78B-1-204. Appointment of more qualified interpreter.**

If a qualified interpreter is unable to render a satisfactory interpretation, the appointing authority shall appoint a more qualified interpreter.

**Utah Code Ann. § 78B-1-205. Readiness of interpreter prerequisite to commencement of proceeding.**

If an interpreter is required to be appointed under this part, the appointing authority may not commence proceedings until the appointed interpreter is in full view of and spatially situated to assure effective communication with the deaf or hard of hearing participants.

**Utah Code Ann. § 78B-1-206. List of qualified interpreters -- Use -- Appointment of another.**

- (1) The Utah State Office of Rehabilitation created in Section 35A-1-202 shall establish, maintain, update, and distribute a list of qualified interpreters.
- (2) (a) When an interpreter is required under this part, the appointing authority shall use one of the interpreters on the list provided by the Utah State Office of Rehabilitation.  
(b) If none of the listed interpreters are available or are able to provide effective interpreting with the particular deaf or hard of hearing person, then the appointing authority shall appoint another qualified interpreter who is able to accurately and simultaneously communicate with and translate information to and from the particular deaf or hard of hearing person involved.

**Utah Code Ann. § 78B-1-207. Oath of interpreter.**

Before he or she begins to interpret, every interpreter appointed under this part shall take an oath that he or she will make a true interpretation in an understandable manner to the best of his or her skills and judgment.

**Utah Code Ann. § 78B-1-208. Compensation of interpreter.**

- (1) An interpreter appointed under this part is entitled to a reasonable fee for his or her services, including waiting time and reimbursement for necessary travel and subsistence expenses.
- (2) The fee shall be based on a fee schedule for interpreters recommended by the Utah State Office of Rehabilitation created in Section 35A-1-202 or on prevailing market rates.

- (3) Reimbursement for necessary travel and subsistence expenses shall be at rates provided by law for state employees generally.
- (4) Compensation for interpreter services shall be paid by the appointing authority if the interpreter is not otherwise compensated for those services.

**Utah Code Ann. § 78B-1-209. Waiver of right to interpreter.**

The right of a deaf or hard of hearing person to an interpreter may not be waived, except by a deaf or hard of hearing person who requests a waiver in writing. The waiver is subject to the approval of counsel to the deaf or hard of hearing person, if existent, and is subject to the approval of the appointing authority. In no event may the failure of the deaf or hard of hearing person to request an interpreter be considered a waiver of that right.

**Utah Code Ann. § 78B-1-210. Privileged communications.**

If a deaf or hard of hearing person communicates through an interpreter to any person under such circumstances that the communication would be privileged and the person could not be compelled to testify as to the communications, this privilege shall apply to the interpreter as well.

**Utah Code Ann. § 78B-1-211. Video recording of testimony of deaf or hard of hearing person.**

The appointing authority, on his or her own motion or on the motion of a party to the proceedings, may order that the testimony of the deaf or hard of hearing person and its interpretation be electronically recorded by a video recording device for use in verification of the official transcript of the proceedings.

In addition to the statutory requirements cited above, the Judicial Council has adopted Rules of Judicial Administration governing the operation of justice courts. Rule 9-102, Rule 9-103, Rule 9-104, Rule 9-105, Rule 9-106, Rule 9-107, and Appendix B, Justice Court Standards For Recertification, are some, but not all of the rules that affect the operation of the Justice Courts and are attached hereto as Exhibit A and incorporated herein by reference.

Based on our review of the aforementioned documents and relevant statutes, we are of the opinion that the continued operation of the Santaquin Justice Court is feasible and is beneficial to the City of Santaquin and its residents. However, this opinion does not address whether, or to what extent, the financial costs associated with the operation of the Santaquin Justice Court are covered by fines, costs or fees received by the Court. We have regularly suggested that the Santaquin City Council include a financial analysis as one factor for its consideration in determining the feasibility of the continued operation of the Santaquin Justice Court.

This opinion is strictly limited to those specific items mentioned here and above, and no opinion is expressed as to any other matter or matters irrespective of how closely they may be

Mayor Daniel M. Olson  
City of Santaquin  
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related to any matter mentioned herein. This opinion is solely for the use of the City of Santaquin with regard to the recertification of the Santaquin Justice Court and not with regard to any other matter or transaction, and the opinions expressed herein are only valid as of the date of this opinion.

The effective date of this opinion is November 3, 2023.

Very truly yours,

NIELSEN & SENIOR

A handwritten signature in dark ink, appearing to read "Brett B. Rich", written over the firm name.

Brett B. Rich

# EXHIBIT A



## Utah Courts

### UCJA Rule 9-102 (Code of Judicial Administration)

#### **Rule 9-102. Caseload report requirements.**

*Rule printed on November 1, 2023 at 5:39 pm. Go to  
<https://www.utcourts.gov/rules> for current rules.*

**Effective:  
4/1/2003**

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#### Intent:

To establish the caseload reporting requirements for Justice Courts.

#### Applicability:

This rule shall apply to all Justice Courts.

#### Statement of the Rule:

- (1) Every Justice Court judge shall direct the clerk to prepare a Monthly Report of Court Caseload or complete the form personally if there is no court clerk.
  - (2) This report shall be submitted by the tenth day of the month following the report period.
  - (3) A separate form shall be prepared for each court in which a judge sits.
  - (4) If the court has had no cases to report during the preceding month, a form shall be submitted to document that no cases were filed or disposed of during the month.
-

## Utah Courts

### UCJA Rule 9-103 (Code of Judicial Administration)

#### **Rule 9-103. Certification of educational requirements.**

**Effective:  
11/1/2008**

*Rule printed on November 1, 2023 at 5:40 pm. Go to  
<https://www.utcourts.gov/rules> for current rules.*

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#### Intent:

To establish the process for measuring compliance with the certification requirements of Utah statutes.

#### Applicability:

This rule shall apply to all Justice Court judges.

#### Statement of the Rule:

- (1) Notification shall be sent to each Justice Court judge of the date and place of the annual Justice Court Conference.
  - (2) Each Justice Court judge shall enter his or her name on a roll to be kept at the annual Justice Court Conference.
  - (3) No later than February 1, the Justice Court Administrator shall report to the Judicial Conduct Commission the names of Justice Court judges who have failed during the previous calendar year:
    - (3)(A) to attend or be excused from a mandatory conference; or
    - (3)(B) to obtain 30 hours of judicial education.
-



## Utah Courts

### UCJA Rule 9-104 (Code of Judicial Administration)

#### **Rule 9-104. Salary recommendations.**

*Rule printed on November 1, 2023 at 5:41 pm. Go to  
<https://www.utcourts.gov/rules> for current rules.*

**Effective:  
11/1/2008**

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#### Intent:

To establish the process for determining recommended salary levels for Justice Court judges.

#### Applicability:

This rule shall apply to the Board of Justice Court Judges and the Administrative Office of the Courts.

#### Statement of the Rule:

- (1) The Personnel Manager for the courts shall develop a salary plan for Justice Court judges. A weighted caseload formula, which has been reviewed and approved by the Board, shall serve as a basis for determining relative pay ranges.
  - (2) A revision of the recommended salary scale shall be done whenever the compensation of district court judges has been increased by the legislature. The scale shall then be sent to the local governmental unit responsible for setting the salary of the judge.
  - (3) Upon request of a Justice Court judge, a reevaluation of the salary recommendation may be made, based upon a change in his or her workload. No recommendation shall be made, however, which reduces the judge's salary during a term of office.
-

# Utah Courts

## UCJA Rule 9-105 (Code of Judicial Administration)

### Rule 9-105. Justice Court hours.

Rule printed on November 1, 2023 at 5:41 pm. Go to <https://www.utcourts.gov/rules> for current rules.

**Effective:**  
**5/1/2016**

#### Intent:

To establish minimum court hours for Justice Courts.

#### Applicability:

This rule shall apply to all Justice Courts.

#### Statement of the Rule:

- (1) Every Justice Court shall establish a regular schedule of court hours to be posted in a conspicuous location at the court site.
- (2) Justice Courts shall be open and available to transact judicial business every business day, Monday through Friday, excluding holidays as defined in Utah Code section 63G-1-301, and unless specifically waived by the Judicial Council. During the scheduled hours of court operation the Justice Court judge or clerk shall be physically present or immediately available remotely.
- (3) Justice Courts shall provide, at a minimum, the following hours of operation:

Number of Average Monthly Filings	Hours Per Day	
0-60	1	
61-150	2	
151-200	3	
201-300	4	
301-400	5	
401-500	6	
501 or more	8	

(4) The Justice Court judge may schedule the court hours to meet the needs of the litigants and the availability of bailiff and clerk services.

(5) Court hours shall be set at least quarterly and the Justice Court judge shall annually send notice to the Administrative Office of the Courts of the hours which have been set for court operation.

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## Utah Courts

### UCJA Rule 9-106 (Code of Judicial Administration)

#### **Rule 9-106. New judge certification procedure.**

*Rule printed on November 1, 2023 at 5:41 pm. Go to  
<https://www.utcourts.gov/rules> for current rules.*

**Effective:  
11/1/1999**

#### Intent:

To establish the orientation and testing procedure to be followed in determining certification of proposed justice court judges.

#### Applicability:

This rule shall apply to all newly appointed justice court judges who are not already certified judges in other justice courts in Utah. This rule shall not apply to active senior justice court judges.

#### Statement of the Rule:

- (1) The Council shall schedule three orientations each year. Upon receipt of written notification of the name of a proposed judge, both the proposed judge and the appointing authority shall be notified in writing of the date of the next orientation, and such notification shall include a copy of this rule.
- (2) At least 10 days prior to the orientation, the proposed judge shall be sent a copy of the current Manual for Justice Court Judges.
- (3) Prior to the orientation, the appointing authority shall assure, and shall notify the Council, that the proposed judge meets the statutory qualifications for office.
- (4) The orientation shall cover substantive and procedural issues pertinent to justice courts as outlined in the Manual for Justice Court Judges.
- (5) Upon completion of the orientation session, an examination shall be administered. In order to be certified, each proposed judge must attend all parts of the orientation and must answer at least 80% of the examination questions correctly.
- (6) If a proposed judge fails to answer 80% of the questions correctly, that proposed judge shall have the opportunity to take another examination not sooner than 15 days after the orientation. The second examination shall be preceded by a substantive review of the first examination and an opportunity for additional instruction.
- (7) A proposed judge who fails to answer 80% of the questions on the second examination correctly must wait until the next scheduled full orientation in order to be retested. The appointing authority shall be notified of the status of the proposed judge, and the provisions of paragraphs (5) and (6) above shall once again apply.

(8) Upon completion of the orientation process, the Justice Court Administrator shall make a recommendation to the Council respecting certification. The Council shall either certify that the proposed judge has attended the orientation and successfully passed the examination, or decline to certify the same. The Council shall notify the proposed judge and the appointing authority of its decision in writing.

(9) The Council may waive any of the non-statutory requirements above for good cause shown.

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## Utah Courts

### UCJA Rule 9-107 (Code of Judicial Administration)

#### **Rule 9-107. Justice court technology, security, and training account.**

**Effective:  
11/1/2022**

*Rule printed on November 1, 2023 at 5:42 pm. Go to  
<https://www.utcourts.gov/rules> for current rules.*

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#### **Intent:**

To establish the process for allocation of funds from the Justice Court Technology, Security, and Training restricted account.

#### **Applicability:**

This rule shall apply to all applications for and allocations from the account.

#### **Statement of the Rule:**

- (1) Any governmental entity that operates or has applied to operate a justice court may apply for funds from the account for qualifying projects. Local governmental entities may only use the funds for one-time purposes, and preference will be given to applications that propose to use the funds for new initiatives rather than for supplanting existing efforts.
- (2) The Board of Justice Court Judges, through the Administrative Office of the Courts, may apply for funds from the account for qualifying projects.
- (3) The Administrative Office of the Courts may apply for funds from the account for qualifying projects, and may use the funds for ongoing support of those projects.
- (4) Qualifying projects are those that meet the statutory requirements for the use of the account funds.
- (5) Funds will be distributed on or about July 1 of each year in which funds are available, and applications for those funds must be made by April 15 of the same year on forms available from the Administrative Office of the Courts. All applications for funds shall be first reviewed and prioritized by the Board of Justice Court Judges. The Board's recommendations shall then be forwarded to the Budget and Fiscal Management Committee of the Judicial Council. The Judicial Council will then make the final awards.
- (6) An entity receiving funds shall file with the Board of Justice Court Judges an accounting, including proof of acquisition of the goods or services for which the award was granted. The accounting shall be filed no later than July 15 for activity during the previous fiscal year.

## Utah Courts

### UCJA Appendix B (Code of Judicial Administration)

#### Appendix B. Justice Court Standards For Recertification

*Effective:*

**5/1/2023**

*Rule printed on November 1, 2023 at 5:44 pm. Go to*

*<https://www.utcourts.gov/rules> for current rules.*

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#### **Instructions to applicant for recertification**

As part of the application process, each entity should carefully review all requirements for the operation of Justice Courts. In order to aid governing bodies in obtaining the necessary information regarding the continuing obligations of an entity with respect to the operations of its Justice Court, the governing body of each entity must request a written opinion from its attorney advising the entity of all requirements for the operation of a Justice Court, and the feasibility of maintaining a Justice Court. In addition, prior to submission of this application, each entity must duly pass a resolution requesting recertification. The resolution must also affirm that the entity is willing to meet all requirements for the operation of the Justice Court during the period of certification. A copy of the attorney's opinion and the resolution must accompany the application.

A representative of the entity may appear before the Board of Justice Court Judges to present the application and may present any additional information which the applicant desires to present to the Board. In the event that additional information is deemed necessary, the Board may request such additional information from the applicant.

Certification will authorize the court to process all cases which come within the jurisdiction of the Justice Court including criminal, civil and small claims cases pursuant to Section 78A-7-106 of the Utah Code.

**(1) Statutory Requirements.** Statutes of the State of Utah require that certain standards be met in the operation of a Justice Court. These statutory requirements include:



(1)(A) All official court business shall be conducted in a courtroom or an office located in a public facility which is conducive and appropriate to the administration of justice (Section 78A-7-213).

(1)(B) Each court shall be open and judicial business shall be transacted every day as provided by law (Section 78A-7-213), although the judge is not required to be present during all hours that the court is open.

(1)(C) The hours that the court will be open shall be posted conspicuously at the court and in local public buildings (Section 78A-7-213).

(1)(D) The judge and the clerk of the court shall attend the court at regularly scheduled times (Section 78A-7-213).

(1)(E) The entity operating the Justice Court shall provide and compensate a judge and clerical personnel to conduct the business of the court (Section 78A-7-206 and Section 78A-7-207).

(1)(F) The entity operating a Justice Court shall assume the expenses of travel, meals, and lodging for the judge of that court to attend required judicial education and training (Section 78A-7-205).

(1)(G) The entity operating a Justice Court shall assume the cost of travel and training expenses of clerical personnel at training sessions conducted by the Judicial Council (Section 78A-7-103).

(1)(H) The entity operating the Justice Court shall provide a sufficient staff of public prosecutors to attend the court and perform the duties of prosecution (Section 78A-7-103).

(1)(I) The entity operating the court shall provide adequate funding for attorneys where persons are indigent as provided by law (Section 78A-7-103).

(1)(J) The entity operating the court shall provide sufficient local law enforcement officers to attend court when required and provide security for the court (Section 78A-7-103).

(1)(K) Witnesses and jury fees as required by law shall be paid by the entity which creates the Court (Section 10-7-76 and 17-50-319).

(1)(L) Any fine, surcharge, or assessment which is payable to the State shall be forwarded to the State as required by law (Section 78A-7-120 and 78A-7-121).

(1)(M) Every entity operating a court shall pay the judge of that court a fixed compensation within the range provided by statute (Section 78A-7-206).

(1)(N) Court shall be held within the jurisdiction of the court, except as provided by law (Section 78A-7-212).

(1)(O) The entity operating the court shall provide and keep current for the court a copy of the Motor Vehicle Laws of the State of Utah, appropriate copies of the Utah Code, the Justice Court Manual, state laws affecting local governments, local ordinances, and other necessary legal reference material (Section 78A-7-103).

(1)(P) All required reports and audits shall be filed as required by law or by rule of the Judicial Council pursuant to Section 78A-7-215.

**(2) Judicial Council Minimum Requirements.** In addition to those requirements which are directly imposed by statute, the Judicial Council has established additional requirements for the creation and certification of Justice Courts, as follows:



(2)(A) A clerk shall be available for at least one hour each day that the court is required to be open and during court hearings, as required by the judge. These hours shall be posted on the court's website.

(2)(B) The judge shall be available to conduct court business as needed, performing all duties required and exercising ultimate responsibility for the administration of justice as an independent branch of government.

(2)(C) All court hearings shall be conducted in a designated courtroom, including remote transmission, as permitted by the Judicial Council, or in another location authorized by the Presiding Judge.

(2)(D) The minimum furnishings for a courtroom shall include: a desk and chair for the judge (on a riser at least six inches above the well), a desk and chair for the court clerk, chairs for witnesses, separate tables and appropriate chairs for plaintiffs and defendants, a Utah State flag, a United States flag, a separate area and chairs for at least four jurors, a separate area with appropriate seating for the public, an appropriate room for jury deliberations, and an appropriate area or room for victims and witnesses which is separate from the public, as well as a judicial robe, a gavel, and necessary forms and supplies.

(2)(E) Office space for the judge and clerk shall be appropriate (under certain circumstances this space may be shared, but if shared, the judge and clerk must have priority to use the space whenever needed). The office space shall include a desk for the judge and a desk for the clerk, secure filing cabinets for the judge and the clerk, a telephone for the judge and a telephone for the clerk, appropriate office supplies to conduct court business, a cash register or secured cash box for each clerk performing cashiering duties, a computer with word processing software, and access to a scanner and copy machine.

(2)(F) The court shall provide interpreters as required by Rule 3-306.04 of the Code of Judicial Administration.

(2)(G) The entity shall have at least one peace officer (which may be contracted).

(2)(H) A court security plan shall be submitted and approved as required by Rule 3-414 of the Code of Judicial Administration.

(2)(I) Each court shall have at least one computer with access to the internet, and appropriate software and security/encryption technology to allow for electronic reporting and access to Driver License Division and the Bureau of Criminal Identification, as defined by the reporting and retrieval standards promulgated by the Department of Public Safety.

(2)(J) Each court shall report required case disposition information to DLD, BCI and Administrative Office of the Courts electronically, as described in Section (2)(I) above.



(2)(K) Clerks' education hours shall be reported to the AOC on an annual basis.

(2)(L) The appointment of the clerk(s) assigned to serve the court shall be subject to the judge's approval, who may participate in the interview and personnel evaluation process for the clerk(s) at his or her discretion.

(2)(M) Court staff shall be certified as contemplated by Rule 3-303 of the Code of Judicial Administration.

(2)(N) Any interlocal agreement relating to court operations, as amended to date, shall be provided to the Justice Court Administrator.

(2)(O) The court shall accept credit and debit cards through a system that integrates with CORIS.

(2)(P) The court shall have access to UCJIS.

(2)(Q) An audio recording system shall maintain a digital recording of all court proceedings (Section 78A-7-103).

(2)(Q)(i) For Class I and Class II justice courts, the system must:

(2)(Q)(i)(a) be a stand-alone unit that records and audibly plays back the recording;

(2)(Q)(i)(b) index, back-up and archive the recording and enable the record to be retrieved.

(2)(Q)(i)(c) have at least four recording channels;

(2)(Q)(i)(d) have a one-step "on" and "off" recording function;

(2)(Q)(i)(e) have conference monitoring of recorded audio;

(2)(Q)(i)(f) have external record archiving from the unit with local access;

(2)(Q)(i)(g) be capable of being integrated with the court's public address system; and

(2)(Q)(ii) For Class III and Class IV justice courts, the system must, at a minimum:

(2)(Q)(ii)(a) be a stand-alone unit that records and audibly plays back the recording;

(2)(Q)(ii)(b) index, back-up and archive the recording and enable the record to be retrieved; and

(2)(Q)(ii)(c) have at least two recording channels.

(2)(Q)(iii) The Board of Justice Court Judges may create a list of products that meet these criteria.

**(3) Classification of Courts Based on Case Filings.** In establishing minimum requirements, the Judicial Council has determined that Justice Courts with higher case filings require greater support services. To accommodate the great differences in judicial

activity between Justice Courts within the state, the Council has divided courts into four classes based upon the average monthly cases filed in that court. Minimum standards have been set for each classification.

(3)(A) **Class IV Courts.** Courts which have an average of less than 61 cases filed each month are classified as Class IV Courts. The minimum requirements for a Class IV Court include both the statutory requirements and requirements promulgated by the Judicial Council, and are sometimes hereinafter referred to as "base requirements."

(3)(B) **Class III Courts.** Courts which have an average of more than 60 but less than 201 cases filed each month are classified as Class III Courts. In addition to the base requirements, a Class III Court must be open more hours each week, and court must be scheduled at least twice per month.

(3)(C) **Class II Courts.** Courts which have an average of more than 200 but less than 501 cases filed each month are classified as Class II Courts. In addition to the base requirements, Class II Courts are required to be open additional hours, the courtroom configuration is required to be permanent (although the courtroom may be used by another entity when the court is not in session), court must be scheduled at least weekly, the judge must be provided an appropriate office (chambers) for his own use, clerical space may not be shared, at least one full-time clerk must be provided, and the courtroom, judge's chamber and clerk's office must be in the same building.

(3)(D) **Class I Courts.** Courts which have an average monthly filing of more than 500 cases are classified as Class I Courts. Class I Courts are considered to be full-time courts. In addition to the base requirements, a Class I Court must have a full-time judge, at least three full-time clerks, at least one of whom is available during regular business hours, it must have a courtroom which is dedicated for the exclusive use as a court and which meets the master plan guideline adopted by the Judicial Council, and the judge's chambers and clerk's office cannot be shared by another entity.

**(4) Waivers.** The State Legislature has provided that any Justice Court which continues to meet the minimum requirements for its class is entitled to be recertified. However, the Judicial Council also has authority to waive any minimum requirement which has not been specifically imposed by the Legislature (i.e. requirements (1)(A) – (1)(Q) above). Waiver is at the discretion of the Judicial Council and will be based upon a demonstrated need for a court to conduct judicial business and upon public convenience. Any waiver will be for the entire term of the certification. A waiver must be obtained through the Judicial Council each time a court is recertified and, the fact that a waiver has been previously granted, will not be determinative on the issue of waiver for any successive application.

There is a great diversity in the needs of the Justice Courts. The needs of a particular Court are affected by the type of cases filed (some courts have a high percentage of traffic matters, while others handle significant numbers of criminal and small claims matters), the location of the Court, the number of law enforcement agencies served, the policies and procedures



followed by each judge with respect to the operation of the Court, and many other factors. Clerical resources and judicial time are particularly sensitive to local conditions. In order to adequately function, it is anticipated that some courts will exceed minimum requirements for clerical resources and judicial time. Similarly, the particular circumstances of a court may allow it to operate efficiently with less than the minimum requirements in the above areas; in such circumstances a waiver may be requested.

**(5) Extensions.** The statute also provides that the Judicial Council may grant an extension of time for any requirement which is not specifically required by statute. An extension may be granted at the discretion of the Judicial Council where individual circumstances temporarily prevent the entity from meeting a minimum requirement. An extension will be for a specific period of time and the certification of the court will terminate at the end of the extension period. In order for the court to continue to operate beyond the extension period, the court must be certified as meeting all requirements, obtain an additional extension, or obtain a waiver as provided above.

**(6) Judge Certificate.** Applications for existing courts for recertification shall be accompanied by a certificate of the judge, on a form approved by the Judicial Council, certifying that the operational standards for the court have been met during the prior year. Any exceptions to compliance with the minimum requirements or operational standards shall be noted on the above form. In addition, individual Justice Court Judges must meet with the governing body of the entity which created the court at least once a year to review the budget of the court, review compliance with the requirements and operational standards of the court, and discuss other items of common concern and shall certify that this meeting has been held, and that the operational standards for the court have been met during the prior year.

**(7) Justice Court Standards Committee.** Upon submission of an application, the Board of Justice Court Judges will conduct an appropriate independent investigation and notify the entity of its initial recommendations, whether in favor or against certification. If the Board intends to recommend against certification, it shall specify the minimum requirements which have not been met. The entity may then present additional information to the Board, request an extension, or request a waiver. After making an appropriate investigation based upon any additional information or request made by the entity, the Board will then submit its recommendations to the Judicial Council. The recommendations shall specify whether or not a waiver or extension should be granted, if either has been requested. If the recommendation is against recertification, or against waiver, or against extension, the entity may request that it be allowed to make an appearance before the Judicial Council. Any request to appear before the Judicial Council must be filed within 15 days of notification of the Board's recommendations.

If you have any questions concerning this application, please contact James Peters, Justice Court Administrator, by calling (801) 578-3824 or emailing [jamesp@utcourts.gov](mailto:jamesp@utcourts.gov).

COURT CERTIFICATION AFFIDAVIT

Justice Court: Santaguin

Judge: Jewell

Address: 275 W Main St  
Santaguin, UT 84655

Telephone: 801-754-5376

Court's Website: Santaguin.org / justice

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

Average Case Filings Per Month: 79

Daily Court Hours: M, W, Th: 9-5  
T, Fr: 9-1

Number of Full-time Clerks: \_\_\_\_\_  
# Hours Worked Per Week Per Clerk: \_\_\_\_\_

Number of Part-time Clerks: 3  
# Hours Worked Per Week Per Clerk: 29

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

-----  
Comes now Judge Jewell,

Justice Court Judge for Santaguin,

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



## SECTION I

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

Please indicate Yes or No to each of the following:

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



11. Yes Court is held within the jurisdiction of the court, except as provided by law (78A-7-212).
12. Yes All required reports and audits are filed as required by law or Rule of the Judicial Council.
13. Yes A record of all court proceedings is maintained by an appropriate digital recording system.

## SECTION II

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

Please indicate YES or NO to each of the following:

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

- m. A gavel Yes
- p. Necessary forms and supplies Yes
- q. Office space for the judge Yes
- r. Office space for the court clerk Yes
- s. Secure filing cabinets Yes
- t. Appropriate office supplies Yes
- u. A cash register or secured cash box for each clerk performing cashiering duties Yes
- v. At least one computer with word processing software and internet access Yes
- w. Access to a scanner and copy machine Yes
4. The court shall provide interpreters as required by Rule 3-306.04 of the Code of Judicial Administration. Yes
5. Does the applicant have a law enforcement department? Yes
6. If the applicant does not have a law enforcement department, identify the law enforcement agency which will provide law enforcement services for the applicant: N/A
7. A court security plan has been submitted for approval as required by Rule 3-414 of the Code of Judicial Administration. Yes
8. The court electronically reports to the Driver License Division, the Bureau of Criminal Identification and the Administrative Office of the Courts as required. Yes
9. Clerks' education hours shall be reported to the Administrative Office of the Courts on an annual basis. Yes
10. The appointment of the clerk(s) assigned to serve the court are subject to the judge's approval, who may participate in the interview and personnel evaluation process for the clerk(s) at his or her discretion. Yes
11. Court staff are current with all certification requirements required by the Board of Justice Court Judges from the month after starting with the court through September 30, 2023. Yes

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

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

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

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

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

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



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

a. Court is open (check one)

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

b. Trial calendar is set at least weekly ☐

c. Courtroom configuration is permanent ☐

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

e. Judge has his or her own private chambers ☐

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

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

b. Court is opened (check one):

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

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

a. Trial calendar is set at least monthly ☐

b. Court is open at least 1 hour per day ☐

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

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

DATED this 30<sup>th</sup> day of October, 2023.

  
Justice Court Judge

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

Executed on this 30<sup>th</sup> day of October, 2023.

**COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF  
SANTAQUIN CITY**

**RESOLUTION 11-01-2023-CDA  
ACCEPTANCE OF REAL PROPERTY TRANSFERRED FROM  
SANTAQUIN CITY**

**WHEREAS**, the Community Development and Renewal Agency of Santaquin City (the "Agency") is a public agency pursuant to Title 17C of the Utah Code; and

**WHEREAS**, the Agency has adopted a Project Area Plan in furtherance of its purposes, which include economic development within the Project Area; and

**WHEREAS**, Santaquin City intends to transfer a portion of certain real property known as Utah County Parcel Numbers 32:009:0102 and 66:954:0018 which are described in Exhibit A hereto, within the Project Area to assist the Agency in furtherance of the Agency's goals pertaining to the Project Area;

**NOW THEREFORE, BE IT HEREBY RESOLVED** BY THE BOARD OF THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY AS FOLLOWS:

**SECTION 1:** The acceptance of transfer of real property transferred from Santaquin City is in the best interest of the Community Development and Renewal Agency of Santaquin City.

**SECTION 2:** The Board of the Community Development and Renewal Agency of Santaquin City hereby approves the transfer of real property from Santaquin City.

**SECTION 3:** This Resolution shall become effective on November 7, 2023.

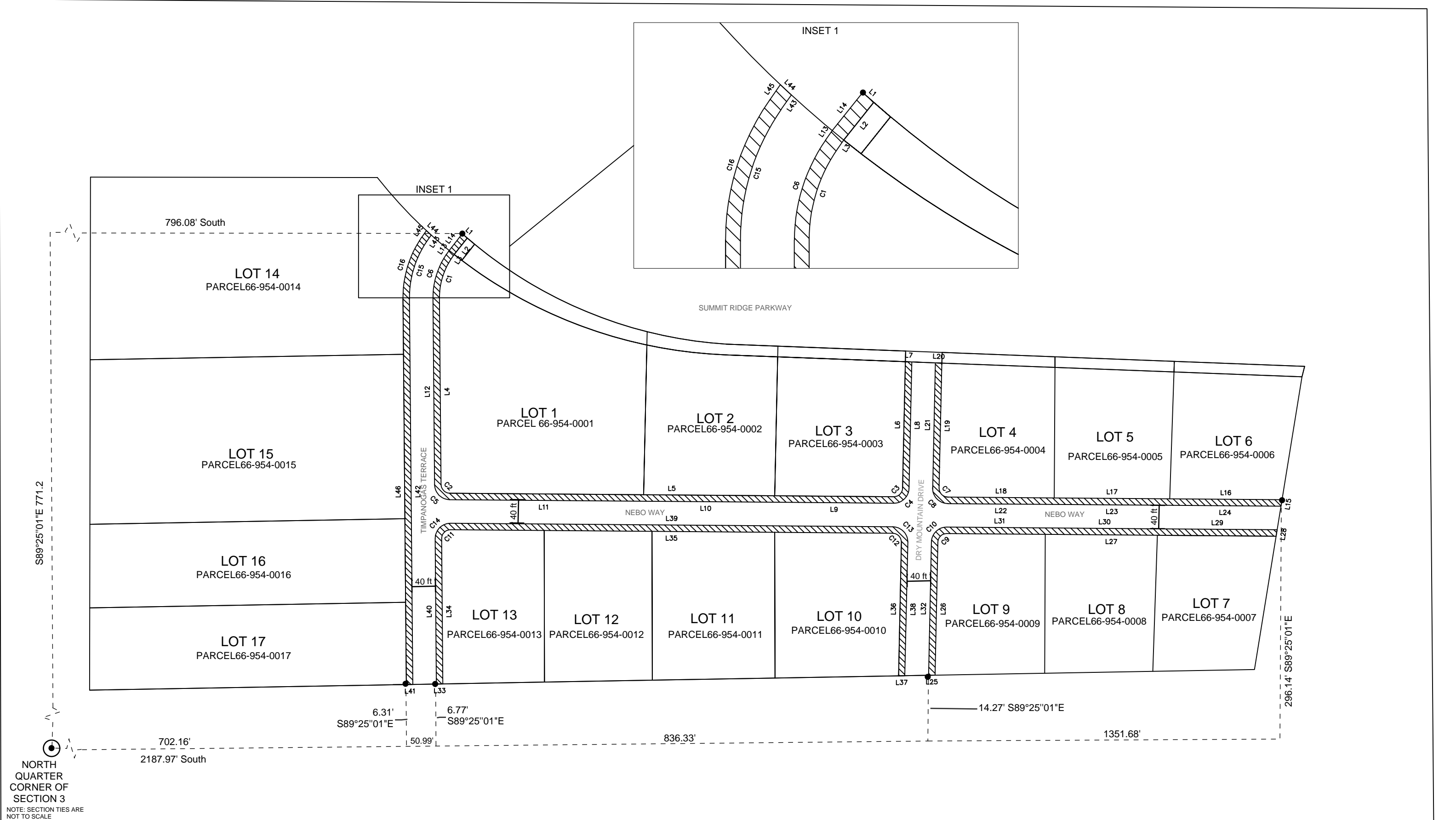
**APPROVED AND ADOPTED THIS 7<sup>th</sup> DAY OF November, 2023.**

\_\_\_\_\_  
Daniel M. Olson, Board Chair

Board Member Art Adcock	Voted ____
Board Member Elizabeth Montoya	Voted ____
Board Member Lynn Mecham	Voted ____
Board Member Jeff Siddoway	Voted ____
Board Member David Hathaway	Voted ____

Attest:

\_\_\_\_\_  
Amalie R. Ottley, Secretary



<div>REUSE OF DRAWINGS</div> <div>THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS THE PROPERTY OF SANTAQUIN CITY AND IS NOT TO BE USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF SANTAQUIN CITY.</div>				<div>DRAWN BY:</div> <div>MW</div> <div>DATE:</div> <div>SCALE: 1' = 150'</div> <div>CAD FILE:</div>		<div>CHECKED BY:</div> <div>*</div>		<div></div>		<div>SANTAQUIN CITY</div> <div>275 WEST MAIN</div> <div>SANTAQUIN, UT 84655</div> <div>(801) 754-3211</div> <div>santaquin.org</div>		<div></div> <div>Item # 17.</div>		
REVISION														
NO.	DATE	DESCRIPTION		BY										

**ROW LOTS 1-3**  
Beginning at a point 296.14 feet along the section line South 89° 25' 01" East and 2187.97 feet South from the North Quarter Corner of Section 3 Township 10 South, Range 1 East, Salt Lake Base and Meridian Thence, S 51° 21' 42" E for a distance of 36.31 feet to a point on a line.  
Thence S 41° 32' 3" W a distance of 11.01 feet  
Thence, N 51° 21' 42" W for a distance of 35.74 feet to a point on a line.  
Thence, N 55° 05' 45" W for a distance of 7.43 feet to the beginning of a non-tangential curve,  
Said curve turning to the left through an angle of 34° 53' 06", having a radius of 119.00 feet, and whose long chord bears N 72° 33' 24" W for a distance of 71.34 feet.  
Thence, N 90° 00' 00" W for a distance of 316.18 feet to the beginning of a non-tangential curve,  
Said curve turning to the left through an angle of 89° 04' 05", having a radius of 15.00 feet, and whose long chord bears S 45° 28' 36" W for a distance of 21.04 feet to a point of intersection with a non-tangential line.  
Thence, S 00° 57' 11" W for a distance of 754.28 feet to the beginning of a curve,  
Said curve turning to the left through an angle of 89° 10' 31", having a radius of 15.00 feet, and whose long chord bears S 43° 38' 35" E for a distance of 21.06 feet.  
Thence, S 88° 14' 22" E for a distance of 214.69 feet to a point on a line.  
Thence, S 02° 40' 44" W for a distance of 11.00 feet to a point on a line.  
Thence, N 88° 14' 22" W for a distance of 214.51 feet to the beginning of a curve,  
Said curve turning to the right through an angle of 89° 10' 31", having a radius of 26.00 feet, and whose long chord bears N 43° 38' 35" W for a distance of 36.50 feet.  
Thence, N 00° 57' 11" E for a distance of 202.33 feet to a point on a line.  
Thence, N 00° 57' 11" E for a distance of 233.82 feet to a point on a line.  
Thence, N 00° 57' 11" E for a distance of 318.13 feet to the beginning of a curve,  
Said curve turning to the right through an angle of 89° 03' 49", having a radius of 26.00 feet, and whose long chord bears N 45° 28' 44" E for a distance of 36.47 feet to a point of intersection with a non-tangential line.  
Thence, N 90° 00' 00" E for a distance of 316.18 feet to the beginning of a curve,  
Said curve turning to the right through an angle of 34° 53' 06", having a radius of 130.00 feet, and whose long chord bears S 72° 33' 24" E for a distance of 77.93 feet to a point of intersection with a non-tangential line.  
Thence, S 54° 56' 13" E for a distance of 8.13 feet to a point on a line to the point of beginning.  
±0.38 acres

Beginning at a point 296.14 feet along the section line South 89° 25' 01" East and 2187.97 feet South from the North Quarter Corner of Section 3 Township 10 South, Range 1 East, Salt Lake Base and Meridian  
Thence, N 80° 17' 17" W for a distance of 11.13 feet to a point on a line.  
Thence, N 00° 57' 11" E for a distance of 566.11 feet to the beginning of a curve,  
Said curve turning to the right through an angle of 90° 47' 53", having a radius of 26.00 feet, and whose long chord bears N 46° 21' 29" E for a distance of 37.02 feet.  
thence S 88° 14' 22" E a distance of 212.57 feet  
Thence, S 02° 41' 24" W for a distance of 11.00 feet to a point on a line.  
Thence, N 88° 14' 22" W for a distance of 212.39 feet to the beginning of a curve,  
Said curve turning to the left through an angle of 90° 47' 45", having a radius of 15.00 feet, and whose long chord bears S 46° 21' 25" W for a distance of 21.36 feet.  
Thence, S 00° 57' 11" W for a distance of 567.78 feet to the point of beginning  
±0.21 acres

Beginning at a point along the section line South 89° 25' 01" East 14.27 feet and South 1589.49 feet South to the North Quarter Corner of Section 3, Township 10 South, Range 1 East, Salt Lake Base and Meridian

Thence, S 88° 14' 22" E for a distance of 226.21 feet to the beginning of a curve,

Said curve turning to the right through an angle of 89° 10' 31", having a radius of 26.00 feet, and whose long chord bears S 43° 38' 35" E for a distance of 36.50 feet.

Thence, S 00° 57' 11" W for a distance of 178.36 feet to a point on a line.

Thence, S 00° 57' 11" W for a distance of 179.50 feet to a point on a line.

Thence, S 00° 57' 14" W for a distance of 203.38 feet to a point on a line.

Thence, N 80° 18' 2" W for a distance of 11.13 feet to a point on a line.

Thence, N 00° 57' 11" E for a distance of 559.54 feet to the beginning of a curve,

Said curve turning to the left through an angle of 89° 10' 3", having a radius of 15.00 feet, and whose long chord bears N 43° 38' 35" W for a distance of 21.06 feet.

Thence N 88° 14' 22" W a distance of 225.78 feet

Thence, N 00° 30' 52" W for a distance of 11.01 feet to the point of beginning.

±0.21 acres

Parcel Line Table			Parcel Line Table			Parcel Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	11.01	N41° 32' 35.02"W	L17	196.22	S0° 57' 11.00"W	L33	11.00	N0° 32' 20.23"W
L2	35.74	N51° 21' 42.03"W	L18	180.87	S0° 57' 11.00"W	L34	246.74	N90° 00' 00.00"W
L3	7.43	N55° 05' 44.72"W	L19	212.39	N88° 14' 22.00"W	L35	751.47	N0° 57' 13.92"E
L4	316.18	N90° 00' 00.00"W	L20	11.00	S2° 41' 24.00"W	L36	226.93	S88° 14' 22.00"E
L5	754.28	S0° 57' 11.00"W	L21	212.57	S88° 14' 22.17"E	L37	10.57	N0° 28' 40.98"W
L6	214.69	S88° 14' 22.00"E	L22	180.87	N0° 57' 11.00"E	L38	226.52	N88° 07' 44.63"W
L7	11.00	S2° 40' 43.78"W	L23	196.22	N0° 57' 11.00"E	L39	751.47	S0° 57' 13.92"W
L8	214.52	N88° 14' 22.00"W	L24	189.02	N0° 57' 11.00"E	L40	246.84	N90° 00' 00.00"E
L9	202.33	N0° 57' 11.00"E	L25	11.01	N0° 30' 52.00"W	L41	10.99	N0° 30' 52.00"W
L10	233.82	N0° 57' 11.00"E	L26	225.78	N88° 14' 22.00"W	L42	655.39	N90° 00' 00.00"W
L11	318.13	N0° 57' 11.00"E	L27	559.54	N0° 57' 11.00"E	L43	12.61	N55° 06' 49.00"W
L12	316.18	N90° 00' 00.00"E	L28	11.13	N80° 18' 22.38"W	L44	11.11	S42° 51' 18.87"W
L13	8.13	S54° 56' 13.36"E	L29	203.38	S0° 57' 13.83"W	L45	14.15	S55° 06' 49.00"E
L14	36.31	N51° 21' 42.03"W	L30	179.50	S0° 57' 11.00"W	L46	655.49	N89° 59' 58.28"E
L15	11.13	N80° 17' 17.00"W	L31	178.36	S0° 57' 11.00"W			
L16	190.72	S0° 57' 11.35"W	L32	226.22	S88° 14' 22.00"E			

BEGINNING TO LOTS 10-13  
 Beginning at a point 6.77 feet along the section line South 89° 25' 01" East and 753.15 feet South from the North Quarter Corner of Section 3 Township 10 South, Range 1 East, Salt Lake base and Meridian  
 Thence, N 90° 00' 0" W for a distance of 246.74 feet to a point on a line.  
 Thence, N 00° 32' 20" W for a distance of 11.00 feet to a point on a line.  
 Thence, S 90° 00' 00" E for a distance of 246.84 feet to the beginning of a curve,  
 Said curve turning to the right through 90° 57' 32", having a radius of 26.00 feet, and whose long chord bears S 44° 31' 24" E for a distance of 37.08 feet  
 Thence, S 00° 57' 14" W for a distance of 751.47 feet to the beginning of a curve,  
 Said curve turning to the right through an angle of 90° 47' 45", having a radius of 26.00 feet, and whose long chord bears S 46° 21' 25" W for a distance of 37.02 feet to a point of intersection with a non-tangential line.  
 Thence, N 88° 07' 45" W for a distance of 226.52 feet to a point on a line.  
 Thence, N 00° 28' 41" W for a distance of 10.57 feet to a point on a line.  
 Thence, S 88° 14' 22" E for a distance of 226.93 feet to the beginning of a curve,  
 Said curve turning to the left through an angle of 90° 47' 44", having a radius of 15.00 feet, and whose long chord bears N 46° 21' 25" E for a distance of 21.36 feet.  
 Thence, N 00° 57' 14" E for a distance of 751.47 feet to the beginning of a curve,  
 Said curve turning to the left through an angle of 90° 57' 33", having a radius of 15.00 feet, and whose long chord bears N 44° 31' 24" W for a distance of 21.39 feet to the point of beginning  
 ±0.33 acres

Beginning at a point 6.31 feet along the section line South 89° 25' 01" East and 702.16 feet South from the North Quarter Corner of Section 3 Township 10 South, Range 1 East, Salt Lake Base and Meridian  
Thence, N 89° 59' 58" E for a distance of 655.49 feet to the beginning of a curve,  
Said curve turning to the right through an angle of 34° 53' 07", having a radius of 181.00 feet, and whose long chord bears S 72° 33' 24" E for a distance of 108.51 feet.  
Thence, S 55° 06' 49" E for a distance of 14.15 feet to a point on a line.  
Thence, S 42° 51' 19" W for a distance of 11.11 feet to a point on a line.  
Thence, N 55° 06' 49" W for a distance of 12.61 feet to the beginning of a curve,  
Said curve turning to the left through an angle of 34° 53' 07", having a radius of 170.00 feet, and whose long chord bears N 72° 33' 24" W for a distance of 101.92 feet.  
thence N 90° 00' 00" W a distance of 655.39 feet  
Thence, N 00° 30' 52" W for a distance of 11.00 feet to the point of beginning  
±0.20

<p><b>REUSE OF DRAWINGS</b></p> <p>THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS THE PROPERTY OF SANTAQUIN CITY AND IS NOT TO BE USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF SANTAQUIN CITY.</p>				<p><b>DRAWN BY:</b></p> <p>MW</p>		<p><b>CHECKED BY:</b></p> <p>*</p>	
<p><b>REVISION</b></p>				<p><b>DATE:</b></p>		 <p>SANTAQUIN CITY 275 WEST MAIN SANTAQUIN, UT 84655 (801) 754-3211 santaquin.org</p>	
				<p><b>SCALE:</b></p>			
				<p><b>CAD FILE:</b></p>			
NO.	DATE	DESCRIPTION	BY	 <p>Item # 17</p>			

Curve Table					
Curve	Length	Radius	Angle	Chord bearing	Chord Length
C1	16.88	636.88	01° 28' 48"	S 38° 15' 04" W	16.44
C1	16.46	1033.03	00° 54' 36"	N 40° 46' 53" E	16.46

**BOUNDARY DESCRIPTION**  
Beginning at a point 735.96 feet South 89° 25' 01" East along the section line and 782.34 feet South from the North Quarter corner of Section 3, Township 10 South, Range 1 East, Salt Lake Base and Meridian.  
Thence along a 636.88 foot radius curve 16.44 feet having a central angle of 01° 28' 48" (chord bears South 38° 15' 04" West 16.44 feet)  
Thence 35.03 feet South 51° 20' 45" East to a 1033.03 foot radius curve  
Thence along said curve 16.46 feet having a central angle of 00° 54' 36" (chord bears North 40° 46' 53" East 16.46 feet)  
Thence 35.77 feet North 51° 21' 42" West to the point of beginning  
  
±0.01 acres

LOT 14  
PARCEL 66-954-0014

TIMPANOGAS TERRACE

SUMMIT RIDGE PARKWAY  
PARCEL 32:009:0102

LOT 1  
PARCEL 66-954-0001

PARCEL 32:009:0101

<div>REUSE OF DRAWINGS</div> <div>THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS THE PROPERTY OF SANTAQUIN CITY AND IS NOT TO BE USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF SANTAQUIN CITY.</div> <table><thead><tr><th colspan="4">REVISION</th></tr></thead><tbody><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td>NO.</td><td>DATE</td><td>DESCRIPTION</td><td>BY</td></tr></tbody></table>	REVISION																NO.	DATE	DESCRIPTION	BY	DRAWN BY: MW		CHECKED BY: *	
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<div>SANTAQUIN CITY 275 WEST MAIN SANTAQUIN, UT 84655 (801) 754-3211 santaquin.org</div>				<div>Item # 17.</div>																				



**COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF  
SANTAQUIN CITY**

**RESOLUTION 11-02-2023-CDA  
SALE OF REAL PROPERTY**

**WHEREAS**, the Community Development and Renewal Agency of Santaquin City (the "Agency") is a public agency pursuant to Title 17C of the Utah Code; and

**WHEREAS**, the Agency has adopted a Project Area Plan in furtherance of its purposes, which include economic development within the Project Area; and

**WHEREAS**, the Agency owns certain real property known as Utah County Parcel Numbers 66:954:0001, 66:954:0002, 66:954:0003, and 32:009:0101 which are more particularly described in Exhibit A hereto ("the Property"); and

**WHEREAS**, the Agency has determined that the best interests of the Agency, Santaquin City, and its residents will be served by the sale of the Property as outlined in the Agreement;

**NOW THEREFORE, BE IT HEREBY RESOLVED** BY THE BOARD OF THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY AS FOLLOWS:

**SECTION 1:** The terms and conditions set forth in the attached Agreement concerning the sale of the Property are in the best interests of the Agency and Santaquin City, Utah.

**SECTION 2:** The Board of the Community Development and Renewal Agency of Santaquin City accepts the terms and conditions outlined in said Agreement and approves the sale of the Property pursuant to said terms and conditions.

**SECTION 3:** The Agency Board authorizes Chair Daniel M. Olson to execute all documents necessary to complete the sale of the Property pursuant to said terms and conditions.

**SECTION 4:** This Resolution shall become effective on November 7<sup>th</sup>, 2023.

**APPROVED AND ADOPTED THIS 7<sup>th</sup> DAY OF November, 2023.**

\_\_\_\_\_  
Daniel M. Olson, Board Chair

Attest:\_\_\_\_\_

\_\_\_\_\_  
Amalie R. Ottley, Secretary

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

## REAL PROPERTY PURCHASE AGREEMENT

**THIS REAL PROPERTY PURCHASE AGREEMENT** (this “Agreement”) is made and entered into by and between the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”) and **Santaquin Peaks, LLC** a Utah Limited Liability Company of the state of Utah (“Buyer”) as of the date Seller and Buyer execute this Agreement as provided on the signature pages. Seller and Buyer are herein sometimes referred to individually as a “Party” and collectively as the “Parties.” The transactions contemplated by this Agreement are herein sometimes collectively referred to as the “Transaction”.

### RECITALS

WHEREAS, Seller owns certain real property located within the City of Santaquin, Utah, comprising approximately 5.35 acres (“the Property”), which is more particularly described in Exhibit A attached hereto; and

WHEREAS, Buyer intends to construct a light industrial/commercial development on the Property and has determined that its acquisition of the Property is important to the success of said commercial development; and

WHEREAS, the Property is located within a project area established by Seller for the betterment of the area including the Property and the Parties agree that the proposed development of the Property will benefit Buyer, Seller and the residents of Santaquin City; and

WHEREAS, the Parties desire to enter into an agreement to accomplish Buyer’s purchase of the Property, and to provide for certain improvements to the Property, subject to certain terms and conditions.

**NOW THEREFORE**, the Parties hereto agree as follows:

**1. Property Purchase.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions contained herein, the Property, together with all improvements and appurtenances (if any), and all oil, gas and mineral rights owned by Seller (if any) but excluding therefrom any and all water rights. The Purchase Price established in paragraph 4 includes the payment for money in lieu of water and/or water right dedication requirement for the Property as set forth in Section 8.04.100 of the Santaquin City Code, for estimated annual water usage of up to 165,000 gallons per acre. Any additional amounts due pursuant to Santaquin City Code Section 8.04.100 based on actual development activity on the Property shall be the sole responsibility of Buyer.

**2. Buyer’s Property Use and Improvements.** As a Public Agency established pursuant to Title 17C of the Utah Code, Seller has a specific interest in the development of the Property and other surrounding real property for community economic development and renewal purposes and is entering into this agreement based on Buyer’s agreement to specific terms and conditions for the development of the Property. Buyer hereby agrees to develop, improve, and maintain the Property pursuant to the provisions of this

paragraph 2 set forth below, and otherwise as required by Santaquin City's land use and development code.

**a.** The Property shall only be used for "Auto, Truck, Recreational Vehicle, and Equipment Sales or Rentals (e.g. power sports and bike sales, parts, and rentals)"; "Commercial Ancillary"; "Commercial Cosmetology (e.g. beauty school, beauty supplies company)"; "Commercial, Heavy"; "Commercial, Industrial Equipment Sales"; "Commercial, Retail Sales and Services"; "Fulfillment Center (e.g. focus on assembly and packaging, not storage)"; "Industry, Light"; "Industry, Medium"; "Laboratory, Medical"; "Pharmaceutical Manufacturing"; "Professional Office or Financial Services"; or "Veterinary Hospital (small animals)" purposes as those terms are defined in Section 10.08 of the Santaquin City Code.

**b.** No portion of the Property shall be developed or used as "Storage Unit Facilities" as defined in Section 10.08 of the Santaquin City Code.

**c.** No portion of the Property shall be developed or used with shipping and or other types of storage containers for storage or for any form of building construction .

**d.** Buyer shall either construct and utilize a Utah County Health Department approved "Septic System" per applicable standards until such time as sewer service is available through the Santaquin City Sewer System, or participate with the City monetarily by payment of \$25,000.00 per building/structure to Seller for the construction of the needed City Sewer System improvements for each building/structure built on the Property. The Parties shall mutually agree by April 1, 2024, which of the aforementioned options shall be selected. In the event that a Septic System for each building/structure built on the Property or Additional Property is the option selected, Seller will refund the payment of \$25,000 per building/structure to Buyer. In the event that Buyer initially installs an approved Septic System, Buyer must connect to the Santaquin City Sewer System and discontinue all use of any Septic System within ninety (90) days of the availability of Santaquin City Sewer Service to the Property, or as soon as reasonably practicable, and shall thereafter be subject to the same terms and conditions for sewer service as other Santaquin City Sewer System customers. Buyer shall pay the applicable sewer impact fees prior to issuance of any building permit.

**e.** All development and use of the Property shall comply with the landscape provisions of the Santaquin City Code. Buyer may provide, install, and maintain landscaping within the CDRA owned area approximately eleven feet wide, between the property line on the north, west, and south sides of the Property and the Santaquin City curb & gutter, as shown on the Site Plan. Said landscaping would be applied to satisfaction of Buyer's landscaping obligations for development of the Property.

**f.** All development and use of the Property shall comply with the Santaquin City Development Standards and Specifications referenced in Section 9.04.140 of the Santaquin City Code, and with the Industrial Park Architectural Standards, a copy of which is attached hereto as Exhibit B.

**g.** Buyer shall be solely responsible for the construction and maintenance of roads, accesses, drives, and parking areas on the Property. All roads, accesses, drives, and

parking areas on the Property shall be paved, and shall be constructed and maintained pursuant to the applicable Santaquin City parking standards SCC 10.48. Storage areas behind the rear building line must be finished with at least minimum compacted road base.

**h.** Buyer shall install fencing on the full perimeter of any outside storage areas located within the Property, which fencing shall be constructed of masonry, precast concrete, vinyl-coated chain link with vinyl privacy slats, or a combination thereof, together with a paved portion or mow strip under all non-masonry fencing.

**i.** Monument signs, consistent with a Santaquin City theme and as approved by the City may be constructed and maintained on the Property. Stacking on monument signs will be allowed consistent with Santaquin City Code 10.44. No pole signs, or other free-standing signs will be allowed anywhere on the Property.

**j.** Buyer will dedicate to Seller all easements on the Property necessary for the construction, operation, and maintenance of public utilities.

**k.** Buyer acknowledges and hereby agrees that ingress and egress access to the Property will be restricted to the existing Summit Ridge Parkway access located between the Property and US Highway 6. No access will be allowed on US Highway 6, except as provided by Summit Ridge Parkway. Use of Summit Ridge Parkway south of the Property may be restricted or eliminated for heavy/delivery truck use or access and is not included for this purpose (heavy/delivery truck use or access), or relied upon by Buyer as consideration for entering into this Agreement.

**l.** Buyer acknowledges and hereby agrees that Seller retains a limited cross-access easement on the Property, the description, terms and conditions of which are set forth in Exhibit D hereto, which will be recorded against the Property to allow for limited cross access for the Property and to and from adjacent properties. The Parties acknowledge that no heavy truck access is anticipated or allowed within the cross-access easement set forth in Exhibit D.

**m.** Buyer may, in its discretion, utilize the northeast portion of the Property that is identified on the Site Plan as a "Display Area," to place product samples as appropriate to promote businesses located on the Property. Fencing on the perimeter of the Display Area may include decorative or ornamental components as approved by Santaquin City Development Review Committee. No storage of equipment or inventory shall otherwise be permitted in the Display Area.

**n.** Buyer acknowledges that no staging, crushing, sorting, or processing, or stockpiling of imported gravel, rock, or soil materials (other than staging or stockpiling during the construction period for site improvements) is allowed on the Property.

**o.** Buyer acknowledges and agrees to construct its proposed building within 18 months of Closing on the property and that the building will be substantially as shown in Exhibit C "Site Plan and Building Type".

**p.** Buyer shall endeavor to bring businesses that generate sales taxes, provide jobs, and provide desirable services to Santaquin City residents to occupy and conduct their business within the building(s) constructed by Buyer.

**3. Seller's Responsibility for Improvements.** Seller agrees to provide certain improvements to the Property as set forth below in this paragraph 3.

**a.** Seller shall construct and install at its sole expense infrastructure necessary to deliver both culinary and secondary water to the Property boundary. Said construction shall be completed within 365 days of Closing.

**b.** Seller shall construct and install at its sole expense infrastructure necessary for sewer service from the Property boundary to the Santaquin City wastewater treatment system. Until such time as the Santaquin City wastewater system becomes available for use, Buyer agrees to continue to use and maintain the septic system identified in Section 2. d. above, if so constructed.

**c.** Seller shall assist Buyer as necessary for Buyer to complete applications and obtain permits required for electrical, natural gas, and telecommunications services to the Property. All electrical infrastructure shall be installed underground. The City shall be responsible for all costs associated with the construction and installation of infrastructure to provide primary electrical, natural gas, and telecommunication services to the Property. Seller shall not be responsible for any costs associated with any construction, operation, or maintenance of electrical, natural gas, or telecommunication infrastructure within the Property.

**d.** Seller is in the process of applying an asphalt overlay to the existing paved surface of Summit Ridge Parkway as deemed necessary for the reasonably anticipated use of the roadway from Highway 6 to and across the frontage of the Property. Such improvements shall be completed by Seller at its sole expense within 365 days of Closing. This Agreement does not include or address any future expansion of the width of the paved surface of Summit Ridge Parkway, or addition of lanes, approaches, turning lanes, etc.

**e.** Seller shall provide future City streets/roadways per City Standards as necessary for the reasonably anticipated access to the Property and across the frontage of the Property as described in the approved subdivision improvement plans. Such improvements shall be completed by Seller at its sole expense within 365 days of Closing.

**f.** Seller shall provide, install, and maintain, landscaping improvements on the five-foot-wide portion of CDRA owned real property that runs adjacent to the eastern boundary of the Property as shown on the Site Plan. Buyer shall reimburse Seller for the actual costs of providing and installing said landscaping improvements, within thirty days of an invoice based on actual costs. Buyer shall have no responsibility for the maintenance of said landscaping improvements, which shall be Seller's responsibility. Said five-foot-wide portion of this landscaping would be applied to satisfaction of Buyer's landscaping obligations for development of the Property.



**4. Purchase Price.** The Purchase Price for the Property is One Million Six Hundred Ten Thousand Two Hundred Eighty Dollars (\$1,610,280.00), which amount does not include the optional \$25,000 per building/structure for Buyer financial participation for City Sewer System improvements as provided in Subparagraph 2.d .

**a. Earnest Money Deposit.** Within five (5) business days of the date hereof, Buyer shall deliver an earnest money deposit in the amount of \$ 50,000.00 (the "Deposit") to the Closing Agent.

**b. Delivery of Deposit.** Unless, pursuant to paragraph 10, Buyer exercises its right to cancel this Agreement on or before 60 days from the execution date, one-half of the Deposit shall become non-refundable and shall be delivered to Seller. Unless Buyer exercises said right to cancel on or before 120 days from execution date, the remainder of the Deposit shall become non-refundable and shall be delivered to Seller. All portions of the Deposit delivered to Seller pursuant to the provisions of this paragraph 4.b. shall be applied to the purchase price at Closing.

**c. Balance Paid at Closing.** The remaining balance of the purchase price shall be paid by Buyer at Closing.

**5. Closing.** This Transaction shall be closed at the offices of Provo Abstract Company, Inc. ("Closing Agent") at 105 East 300 South, Provo, Utah or at any other place as the Parties may agree, on or before 180 days from execution date. "Closing" shall occur when Seller and Buyer have made all of their respective deliveries described below, to-wit:

**a. Seller's Closing Deliveries.** Seller shall deliver to Buyer (or to the Closing Agent):

(i) a general warranty deed (the "Deed"), fully executed and properly acknowledged by Seller, conveying the Property to Buyer;

(ii) written evidence that all state and local property taxes have been paid in full;

(iii) a commitment from Closing Agent to issue a standard coverage owner's policy of title insurance in such amount as may reasonably be requested by Buyer (with the premium to be paid by Buyer as provided in subparagraph 6.b. below); and

(iv) any other funds, instruments or documents as may be reasonably requested by Buyer or the Closing Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Seller's prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed).

**b. Buyer's Closing Deliveries.** Buyer shall deliver to Seller (or to the Closing Agent):

- (i) the Purchase Price (payable to Seller);
- (ii) any other funds, instruments or documents as may be reasonably requested by Seller or the Closing Agent, or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Buyer's prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed).

**6. Closing Costs and Prorations.**

**a.** All general and special taxes, rollback taxes, if any, and assessments against the Property for all periods prior to the Closing Date shall be paid by Seller at or prior to Closing. The amount of such taxes shall be estimated based on information provided by the Utah County Assessor for the parcel or parcels of which the Property is a part, the "Assessed Parcel." Seller and Buyer shall each pay their own legal expenses in connection with this Transaction.

**b.** Buyer shall pay the cost of a standard coverage owner's policy of title insurance. Unless otherwise agreed by the parties in writing, Buyer shall pay all other closing costs including, but not limited to charges and fees assessed by Closing Agent.

**7. Possession.** Unless otherwise agreed in writing by the Parties, Seller shall deliver possession of the Property to Buyer upon Closing.

**8. Conveyance and Title Insurance.** As required by paragraph 5.a.(i), Seller shall convey to Buyer, by general warranty deed, good and marketable fee simple title to the Property, free and clear of all mortgages, trust deeds, judgments, mechanics' liens, tax liens and warrants and other financial encumbrances. As provided in subparagraph 5.a.(iii) above, Buyer may acquire (and may condition the Closing upon Buyer's ability to obtain) a current standard coverage owner's policy of title insurance. Even though the policy premium will be paid by Buyer, Seller agrees to order a title insurance commitment on the Property as provided in paragraph 9.b. below.

**9. Seller's Disclosures.**

**a.** Seller hereby discloses and represents to Buyer that Seller has no knowledge of any hazardous materials or substance being stored or present upon the Property and that Seller has no knowledge relating to any environmental problems or any building or zoning code violations affecting the Property;

**b.** Within fifteen (15) days from the date Seller executes and delivers this Agreement to Buyer, Seller shall deliver to Buyer a commitment for the policy of title insurance

required by paragraph 5 above, together with all documents identified as exceptions to coverage in such title commitment; and

c. No later than December 1, 2023, Seller shall make available to Buyer, at Buyer's request and at Seller's offices in the Santaquin City Administration Building, all of the following (collectively, the "Seller's Disclosures") that are in the actual possession or control or reasonably accessible to Seller:

(i) survey, topographic or other maps and all other material documents presently existing concerning the Property (if Seller does not deliver a survey of the Property as provided herein, Buyer may, at its own expense, obtain a survey of the Property and Buyer's obligation to purchase the Property under this Agreement is conditioned upon Buyer's receipt and approval of such survey);

(ii) any and all leases or other contracts or agreements affecting the Property;

(iii) copies of all permits, licenses and approvals (if any) from all federal, state and local governmental authorities relating to the Property; and

(iv) all such other documentation and information relating to the Property in possession of Seller which is specifically identified and requested by Buyer in writing which is reasonably required by Buyer in order to perform its due diligence.

**10. Buyers Right to Cancel.** Buyer's obligation to purchase under this Agreement is conditioned upon Buyer's approval of the content of all of the Seller's Disclosures referred to in paragraph 9 above, and Buyer's satisfactory completion of such evaluations and inspections as Buyer may deem reasonably necessary in its sole and absolute discretion ("the Approvals"). The Approvals shall be sought and conducted by persons selected by Buyer, and Buyer shall pay all costs in connection with the Approvals. At any time prior to Closing, Buyer and/or its designees shall have the right to enter upon the Property to make such evaluations and inspections as Buyer may deem reasonably necessary. Buyer agrees to employ reasonable care in entering onto the Property so as to cause minimum disturbance to the Property and to defend, indemnify and hold Seller free and harmless from and against any loss, cost, claim, damage and/or liability directly or indirectly arising or resulting from Buyer entering upon the Property. Seller agrees to fully cooperate with Buyer, to disclose all information relating to the Property as required by this Agreement, and to execute all applications, authorizations and other documentation, at no cost or risk to Seller, as reasonably requested by Buyer to assist Buyer in obtaining the Approvals. If any of the Approvals have not been obtained or occurred at or prior to Closing, Buyer may either waive the same and proceed to Closing or cancel this Agreement. In the event Buyer elects to cancel the Agreement as provided herein, except as provided in paragraph 4.b. above, Closing Agent shall immediately return the Deposit to Buyer and neither party shall have any further obligations hereunder.

**11. Seller's Representations, Warranties and Covenants.** Seller represents, warrants and covenants to Buyer that:

**a.** Seller has full power and authority to enter into this Agreement and complete this Transaction.

**b.** Seller has good and marketable fee simple title to the Property. Other than as has been or will be disclosed to Buyer, there are no unrecorded agreements, leases, liens or encumbrances that may affect title to the Property to which Seller is a party or of which Seller has knowledge.

**c.** Upon Seller's execution of this Agreement, it will be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Seller in accordance with their terms.

**d.** Subject to the foregoing, neither the execution and delivery of this Agreement, nor the consummation of this Transaction will constitute a breach under any contract or agreement to which Seller is a party or by which Seller is bound that affects the Property or any part thereof.

**e.** Seller has not entered into any agreement or contract with respect to the Property or granted any interest in the Property that is inconsistent with Seller's obligation to convey to Buyer good and marketable fee simple title to Seller's interest in the Property in accordance with the requirements of this Agreement. Except as otherwise provided herein, Seller shall not, prior to any termination of this Agreement and without Buyer's prior written consent, enter into or execute any easement, encumbrance, lease, or other agreement with respect to the Property, or execute, record or consent to any declaration of covenants, conditions and restrictions or other similar document with respect to the Property.

**f.** Seller has not received notice of any pending or threatened condemnation action affecting the Property, any moratorium on building on the Property, or any violation with regard to any applicable law, regulation, ordinance, requirement, covenant, condition or restriction relating to the present use, occupancy or condition of the Property from any person, authority or agency having jurisdiction over the Property.

**g.** Seller has not received notice of any intended public improvements that will result in any condemnation or taking of all or a portion of any part of the Property, or in any special assessments, levies, taxes or other charges being assessed against any part of the Property that will impose a lien upon the Property. Seller has no knowledge of special assessments pending or threatened against or with respect to the Property on account of or in connection with streets, roads or any other public improvements, including, but not limited to, storm and sanitary sewer, water or other utility lines, curbs, gutters, drainage facilities, sidewalks, lighting and the like.

**h.** There are no suits, claims, proceedings or investigations pending or, to Seller's actual knowledge, threatened with respect to the Property or that will adversely affect Seller's ability to meet its obligations under this Agreement.

**i.** Seller has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy, or received notice of the filing of any involuntary petition in bankruptcy against the Seller; (iii) received notice of the appointment of a receiver to take possession of all or substantially all of the Seller's assets; (iv) received notice of the attachment or other judicial seizure of all or substantially all the assets of Seller; (v) within twelve (12) months preceding the date of this Agreement, admitted in writing the inability of Seller to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to the creditors of Seller generally.

**j.** Seller is not in default under the terms of any written agreement with a third party to which Seller is a party pertaining to the Property, nor has any event occurred that, with notice or passage of time, or both, would constitute a default by Seller under any such agreement, nor has Seller received notice of any default under any agreement or encumbrance to which the Property or any portion thereof is subject.

**k.** Seller does not have actual knowledge of the existence of any criminal or other investigation concerning Seller or any other person that may result in a forfeiture of all or any portion of the Property.

**l.** Neither the execution and the delivery of this Agreement nor the consummation of this Transaction is subject to any requirement that Seller obtain any consent, approval or authorization of, or make any declaration or filing with, any governmental authority or third party that has not been obtained or that, in any case or in the aggregate, if not obtained or made would render the execution, delivery or consummation illegal or invalid, or would constitute a default under this Agreement, or result in the creation of any lien, charge or encumbrance upon the Property.

**m.** Seller does not have actual knowledge of or any reason to suspect the presence or existence of any Hazardous Materials (as defined below) or petroleum underground storage tanks on or near the Property that would necessitate or require remediation, cleanup or any other action in accordance with any Environmental Laws (as defined below). Except as provided above, Seller has no knowledge or reason to suspect that prior to the date of this Agreement the Property has not been used in compliance with applicable Environmental Laws. Seller has not at any time used, stored or kept at the Property any Hazardous Materials, except in compliance with all Environmental Laws and, other than as disclosed above, Seller has no knowledge or reason to suspect that any Hazardous Materials have been used, stored or kept at the Property except in compliance with applicable Environmental Laws. Seller has no knowledge or reason to suspect that the Property has been designated by any governmental or quasi-governmental authority as an area subject to environmental or other regulation that would materially affect the use of the Property as contemplated by Buyer. As used in this Agreement, the term "Hazardous Materials" is defined to include, without limitation, (i) oil hydrocarbons, petroleum, petroleum products or products containing or derived from petroleum; and (ii) any hazardous or toxic waste, substance, material, chemical, gas or particulate matter, as presently



defined by or for purposes of any Environmental Laws. As used in this Agreement, the term "Environmental Laws" is defined to include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et seq.; the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et seq.; the Safe Drinking Water Act, 42 U.S.C.A. Section 300f, et seq.; the Clean Air Act, 42 U.S.C.A. Section 7401, et seq.; any successor to those laws (in existence on the date this representation is made or updated); any rules, regulations, ordinances, orders or decrees issued pursuant to those laws; any other federal, state or local environmental, health or safety statute, ordinance, code, rule, regulation, order or decree as may now or at any later time be in effect regulating, relating to or imposing liability or standards concerning or in connection with hazardous or toxic wastes, substances, materials, chemicals, gases or particulate matter or the emission, discharge, dumping or other release of any substance to the environment; and any common law theory based on nuisance or strict liability.

**n.** Seller shall, immediately upon receiving notice of any actual or threatened claims or proceedings (i) for the condemnation of the Property or any portion thereof, (ii) arising out of injury or damage to or upon the Property or any portion thereof, (iii) arising out of any violation or threatened violation of applicable laws or regulations relating to or affecting the Property, including but not limited to any violation of Environmental Laws, or that may result in the liability of the owner or a successor owner of any interest in the Property, (iv) arising out of the imposition of any special assessment, levy or tax, (v) relating to the potential formation of any taxing authority affecting the Property, (vi) that could affect or cloud title to or ownership of the Property, or (vii) that could result in a moratorium against building on the Property, notify Buyer thereof in writing.

The foregoing representations, warranties and covenants shall be true, correct and accurate on and as of the date of this Agreement and on and as of the date of Closing and shall survive the Closing for a period of twelve (12) months. Prior to Closing, should Seller inform Buyer, or should Buyer become aware of facts or information which differs with any representation or warranty of Seller set forth in this Agreement, Seller's representation or warranty shall be deemed to have been modified accordingly. Should Buyer be aware of contrary facts and circumstances before the Closing, but elect to close, Buyer must be deemed to have waived the same. AT THE CLOSING, BUYER SHALL ACCEPT TITLE TO THE PROPERTY, AND ACCEPT THE PROPERTY, AS IS, WHERE IS, WITH ALL FAULTS EXCLUDING ONLY THOSE WARRANTIES INHERENT WITHIN THE WARRANTY DEED BY WHICH SELLER WILL CONVEY TITLE TO THE PROPERTY TO BUYER AND REPRESENTATIONS, WARRANTIES AND COVENANTS EXPRESSED IN THIS AGREEMENT, TO THE EXTENT THEY SURVIVE THE CLOSING.

**12. Buyer's Representations and Warranties.** Buyer represents and warrants to Seller that:

**a.** Buyer is a validly existing Utah Limited Liability Company of the state of Utah organized and existing pursuant to the provisions of Utah law and has full power and authority to enter into this Agreement and complete this Transaction.

**b.** This Agreement will be binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, those terms and conditions and additional documents will be binding and enforceable against Buyer in accordance with their terms.

The foregoing representations and warranties shall be true, correct and accurate on and as of the date of this Agreement and on and as of the Closing date. All representations, warranties and covenants by Buyer set forth in this Agreement will survive the consummation of this Agreement, the delivery and recordation of the Deed and the Closing of this Transaction.

**13. Broker's Commissions.** Seller warrants that it has not contracted with any finder, broker or realtor in connection with this Transaction. Buyer has retained the services of a realtor in connection with Buyer's purchase of the Property and related matters and warrants to Seller that all costs and fees associated with such service shall be the sole responsibility of Buyer. Each Party shall and does hereby indemnify the other Party against, and agrees to hold such other Party harmless from, any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or this Transaction based on any act by or agreement or contract with the indemnifying Party, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by the other Party on account of or arising from any such claim, demand or suit.

**14. Risk of Loss.** The risk of loss will be upon Seller until Closing. Seller shall, at Seller's sole cost, take reasonable steps to protect the Property from damage and deterioration prior to Closing. In the event of any loss or damage to or condemnation of the Property prior to Closing, Buyer may either waive such loss, damage or condemnation and proceed to close this Transaction, or cancel this Agreement. If Buyer waives any loss or damage to or condemnation of the Property and proceeds to close this Transaction, Seller shall, at and as a condition precedent to Closing, pay to Buyer the amount of any insurance or condemnation proceeds attributable to the Property that have been received by the Seller and assign to Buyer as of Closing all rights or claims to proceeds payable thereafter.

**15. Default and Remedies.**

**a. Seller Default.** If Seller shall have failed to close escrow and sell the Property to Buyer on the terms and provisions contained herein within the time for performance as specified herein or otherwise breaches any Seller obligation under the terms of this Agreement, Buyer's sole remedy shall be to either (but not both) (i) seek specific performance of this Agreement; or (ii) obtain a return of the Deposit, together with the reimbursement by Seller of Buyer's out of pocket expenses incurred in conducting its due diligence and otherwise

performing under this Agreement. Cancellation by Buyer pursuant to paragraph 10 of this Agreement shall not constitute a Seller Default.

**b. Buyer Default.** If the closing fails to occur as a result of Buyer's default in its obligation to close the purchase of the Property as provided in this Agreement, Seller shall retain the Deposit as full, agreed and liquidated damages, as Seller's sole legal and equitable remedy with respect to such Buyer default. THE PARTIES HERETO EXPRESSLY AGREE AND ACKNOWLEDGE THAT IN THE EVENT OF A DEFAULT BY BUYER IN ITS OBLIGATION TO CLOSE THE PURCHASE OF THE REAL PROPERTY ON THE CLOSING DATE, SELLER'S ACTUAL DAMAGES WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, THAT THE AMOUNT OF THE DEPOSIT REPRESENTS THE PARTIES' REASONABLE ESTIMATE OF SUCH DAMAGES, AND THAT SUCH AMOUNT IS NOT UNREASONABLE UNDER THE CIRCUMSTANCES EXISTING AT THE TIME THIS AGREEMENT WAS MADE.

**c. Seller's Option to Repurchase the Property Upon Default.** Buyer acknowledges and agrees that as a Public Agency, Seller is charged with promoting the development and use of the property in furtherance of the best interests of Santaquin City and its residents; and that the terms of the development and use of the Property set forth in this Agreement are a critical and essential part of the consideration for this Agreement. THEREFORE, BUYER HEREBY GRANTS TO SELLER, IN THE EVENT OF A MATERIAL DEFAULT IN PROVISIONS OF THIS AGREEMENT PERTAINING TO THE DEVELOPMENT OR USE OF THE PROPERTY THAT IS NOT CURED WITHIN THIRTY (30) DAYS OF SELLER'S WRITTEN NOTICE OF DEFAULT, THE OPTION TO REPURCHASE THE PROPERTY FROM BUYER, OR ANY OF ITS SUCCESSORS OR ASSIGNS, FOR THE AMOUNT OF THE PURCHASE PRICE SET FORTH IN PARAGRAPH 4 OF THIS AGREEMENT.

**16. Entire Agreement; Amendments.** This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and all prior negotiations, understandings, representations, inducements and agreements, whether oral or written and whether made by a Party hereto or by anyone acting on behalf of a Party, shall be deemed to be merged in this Agreement and shall be of no further force or effect. No amendment, modification, or change in this Agreement shall be valid or binding unless reduced to writing and signed by the Parties hereto.

**17. Expenses of Enforcement.** In any proceeding to enforce, interpret, rescind or terminate this Agreement or in pursuing any remedy provided hereunder or by applicable law, the prevailing Party shall be entitled to recover from the other Party all costs and expenses, including reasonable attorneys' fees, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding.

**18. Notices.** Except as otherwise required by law, any notice given in connection with this Agreement must be in writing and must be given by personal delivery, overnight courier service, confirmed facsimile, or United States certified or registered mail,

return receipt requested, postage prepaid, addressed to Seller or Buyer as follows (or at another address or facsimile number as Seller or Buyer or the person receiving copies may designate in writing):

Seller: Community Development and Renewal  
Agency of Santaquin City  
c/o Norm Beagley  
110 South Center Street  
Santaquin, Utah 84655

With a copy to: Nielsen & Senior, P.C.  
Attention: Brett B. Rich  
P.O. Box 970663  
Orem, Utah 84097

Buyer: **Santaquin Peaks, LLC**  
2097 Cedar Fort Drive  
Eagle Mountain, UT 84005

Notice is deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery, 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.

**19. Survival.** Except as otherwise provided herein, all of the covenants, agreements, representations and warranties set forth in this Agreement survive the Closing, and do not merge into any deed, assignment or other instrument executed or delivered under this Agreement.

**20. Waiver.** The failure to enforce at any time any provision of this Agreement or to require the performance of any provision hereof shall not constitute a waiver of any such provision or affect either the validity of this Agreement or any part hereof or the right of either Party hereto to thereafter enforce each and every provision of this Agreement in accordance with the terms of this Agreement.

**21. Time of Essence and Dates of Performance.** Time is expressly declared to be of the essence of this Agreement. In the event that any date for performance by either Party of any obligation hereunder required to be performed by such Party falls on a Saturday, Sunday or nationally established holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

**22. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

**23. Electronic Transmission.** Electronic transmission of this Agreement, signed by a Party, and retransmission of any signed electronic transmission, shall be the same as delivery of an original hereof.

**24. Succession and Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Any third party acquiring an interest in the Property after the Closing shall be a permitted assignee of Buyer and any third party obtaining an interest in the Property prior to Closing shall be a permitted assignee of Seller. Otherwise, neither Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party.

**25. Further Acts.** The Parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any acts which may be necessary or proper to carry out the purposes of this Agreement.

**26. Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah.

**27. Submission to Jurisdiction.** Each of the Parties submits to the jurisdiction of the Fourth Judicial District Court of the State of Utah in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity.

**28. Interpretation.** In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. This Agreement has been divided into paragraphs and subparagraphs for convenience only and the paragraph headings contained herein are for purposes of reference only, which shall not limit, expand, or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neutral gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association or any combination thereof.



**29. Authority of Signers.** Each person executing this Agreement hereby warrants his or her authority to do so, on behalf of the entity for which he or she signs, and to bind such entity.

**30. Recording.** A Notice Of Agreement shall be filed in the office of the Utah County Recorder by Seller within ten (10) business days of the execution hereof.

[Remainder of Page Intentionally Left Blank – Signatures on Following Pages]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement for Purchase and Sale on the dates set forth opposite their respective names below.

**SELLER:**

**COMMUNITY DEVELOPMENT AND  
RENEWAL AGENCY OF SANTAQUIN CITY**

**DATE:** \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**DANIEL M. OLSON, Chair**

**ATTEST:**

\_\_\_\_\_  
Amalie R. Ottley, Secretary

STATE OF UTAH     )  
                                  :ss  
COUNTY OF UTAH    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, Daniel M. Olson who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.

Notary Public \_\_\_\_\_

**BUYER:**

**Santaquin Peaks, LLC** \_\_\_\_\_

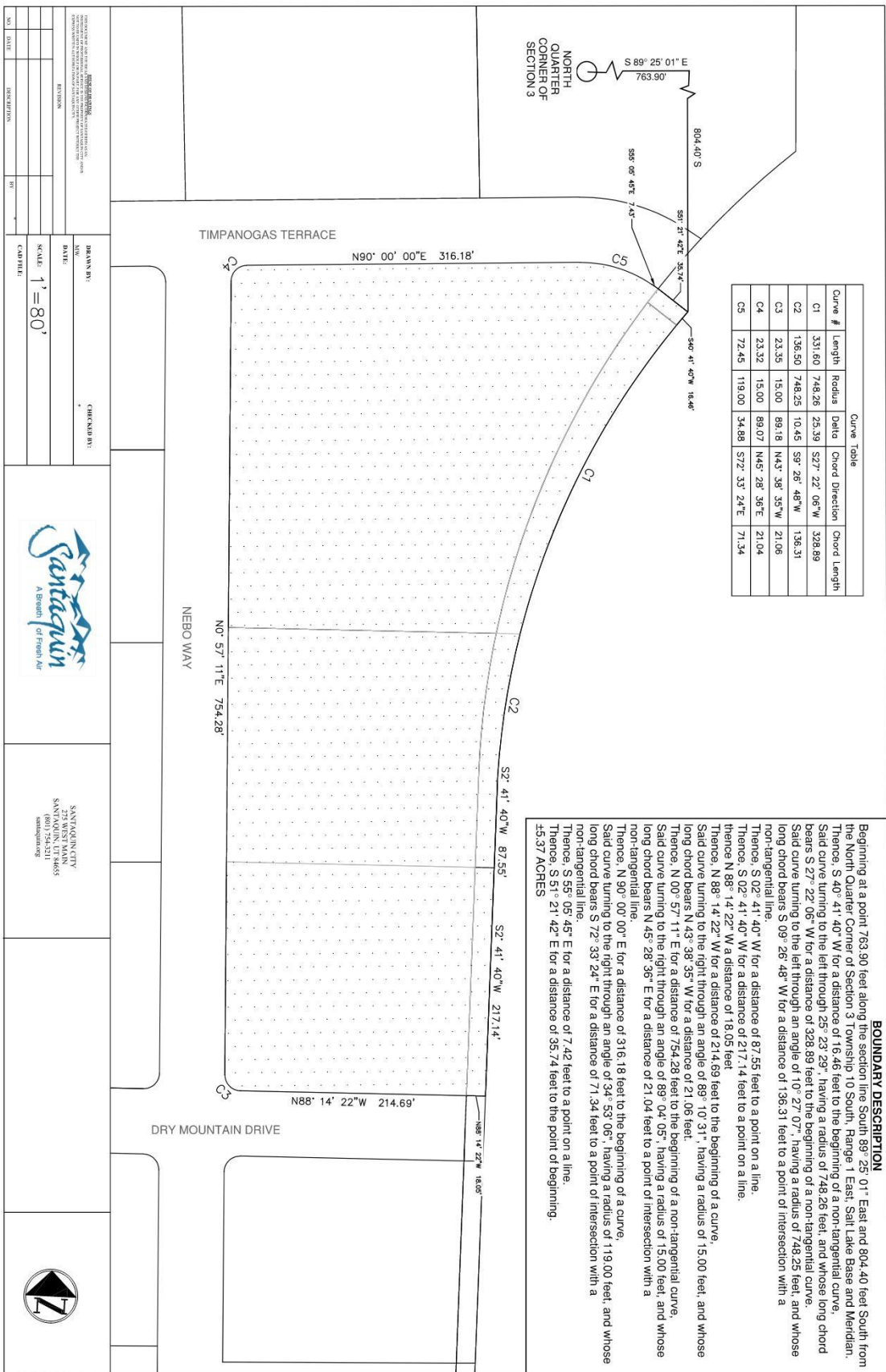
**DATE:** \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
**Title**

STATE OF UTAH     )  
                              :SS  
COUNTY OF UTAH    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me,  
\_\_\_\_\_who, after being duly sworn, acknowledged to me that he/she is authorized to  
execute this document and who executed the same.

Notary Public \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF THE PROPERTY**





## **EXHIBIT B**

### **INDUSTRIAL PARK ARCHITECTURAL STANDARDS**

#### **Industrial Park Building Architectural Standards:**

1. **Development Theme:** The architectural standards for the industrial park property are intended to focus on the rural character and theme of the area. Building designers should consider the natural colors and materials of the surrounding area in concert with agrarian, craftsman, and other similar rural forms when preparing plans for new building construction. The following standards should serve as the minimum to which new developments will adhere to, and designers are encouraged to incorporate other elements which may further the city's desires and intent.
2. **Minimum Building Footprint:** No minimum square foot requirements are specified for the industrial park property.
3. **Maximum Heights:** The maximum height of buildings on the Property shall be forty-eight feet (48'). However, architectural elements (e.g., domes, towers, spires, crosses, cupolas, finials, etc.) may exceed this maximum height limit, when specifically approved through the architectural review process.
4. **Buildings Materials:**
  - a. **Primary Exterior Materials:**
    - i. Primary exterior finish materials shall make up at least forty percent (40%) of the building after the transparent area is deducted. The percentage shall be based on the entire area of the building. Rear and side elevations regularly visible from adjacent public rights of way should have at least twenty percent (20%) primary exterior finish materials. Rear elevation or service area visibility considerations shall take into account planned landscaping, fencing, and topographic viewing limitations.
    - ii. Primary exterior finish materials shall be low reflectance and have natural textures. Examples of permitted primary exterior materials include: stone, brick, split faced block, cut stone and low maintenance wood or masonry siding products. The use of all glass exterior, smooth faced concrete gray block, prefabricated steel panels, EIFS (stucco) shall be prohibited as a primary building material.
  - b. **Secondary Materials and Trim Materials:** Secondary materials and trim materials shall complement the primary materials in texture and scale and provide enough contrast to be visible. EIFS materials may be utilized as secondary materials and trim.
  - c. **Accessory Structures:** Accessory structures shall incorporate similar architectural elements or types of primary materials and colors as the associated structure.
  - d. **Material Colors:** Material colors should consist of earth tones, and colors as can be readily or were historically found around the Santaquin area, e.g., natural shades of wood, stone, or brick. The use of high intensity colors, primary colors, metallic colors, black or fluorescent colors is not permitted for primary exterior materials. Secondary materials and trim materials shall complement the primary material colors.

5. Building Entrances:

- a.** Main Entrances must be well defined from access drives, pedestrian links, public plazas, and major parking areas with one or more of the following:
  - i. Roof elements such as gable ends,
  - ii. Canopy, awnings, overhang, or arch above the entrance (columns and pillars),
  - iii. Recesses or projections in the building facade surrounding the entrance,
  - iv. Display windows surrounding the entrance.
- b.** Public entrances, patios, faux windows or dining areas appropriate to the establishment should be provided on any building side facing a public street. Secondary public/customer entrances on the rear or side of buildings should be given architectural consideration similar to the primary entrances. Service and employee only entrances not visible from a publicly utilized area are excluded from similar consideration requirements.

6. Building Elevations that front a public street:

- a.** Building faces that front a public street must incorporate architectural features or treatments every thirty to forty feet (30' to 40') to diminish building mass. The following techniques should be used to accomplish this requirement; additional techniques proposed by the applicant may be considered by the architectural review committee:
  - i. Variations in facade color, texture, or both.
  - ii. Variations in roof forms and heights of roof elements.
  - iii. Compositions that emphasize floor lines, or otherwise express rhythms and patterns of windows, columns, and other architectural features.
  - iv. Express the position of each floor in the external design. Terracing, articulated structural elements, a change in materials, or the use of belt courses or similar horizontal trim bands of contrasting color and/or materials can be used to define floor lines.
  - v. Use of windows, trellises, wall articulation, arcades, material changes, awnings or other features to avoid blank walls at ground floor levels.
  - vi. Use of materials relatable to human proportions, such as brick, tile, modular stone, stucco, glass and decorative tiles.
  - vii. Columns, pilasters, canopies, porticoes, awnings, brackets, arches or other such architectural features.
  - viii. Additional landscaping elements along building walls.
- b.** Material elements such as primary and secondary building materials, banding, cornice elements, pilasters, pillars, canopies, etc., must be continued around building corners and only terminate at interior wall corners or as part of a logical terminus feature.

7. Windows: The design and amount of window area on a building can minimize the expanse of blank walls. Windows and/or faux glazing materials should be utilized along building fronts. The following standards shall apply:

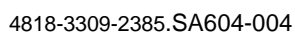
- a.** All windows should be designed with three-dimensional relief or material highlighting elements which accent the window locations and provide visual breaks to the facade of the building (e.g., dormers, sills, etc.). Where appropriate, varying window designs, such as bay windows, corner windows, circle tops, or windows

having grille patterns, shutters, etc., should be considered to add visual interest and character to buildings.

- b.** Use of clerestory or faux windows should be considered where facades exceed twenty-five feet (25') in height. Functionality and architectural integrity should be maintained in addition to addressing the articulation of upper-level facades.
- 8. Use Of Awnings, Canopies, And Arbors: Awnings, canopies and arbors shall be designed to fit within the architecture of the buildings to which they are attached or located adjacent to and serve to enhance the exterior of the building as an articulation and aesthetic element.
  - a.** Awnings or canopies shall project at least 3.0 feet from the building when located over a pedestrian traffic area and no less than two feet (2') otherwise.
  - b.** A minimum clearance above sidewalk grade or building entrances of eight feet (8') to the bottom of the framework shall be maintained when located over a pedestrian traffic or entrance area.
  - c.** The top of the framework may not extend above a vertical wall terminus nor cover any architectural elements.
- 9. Roof Designs And Parapets:
  - a.** Where roof mounted equipment is present:
    - i. Screening such as parapets, architecturally designed enclosures, etc., shall be provided to reasonably screen all roof equipment from being visible three hundred feet (300') away from the building. Special consideration should be given to the varied topographic conditions around Santaquin when designing such screening.
    - ii. Where approved screening of roof equipment is provided and the potential exists for roof equipment to still be visible from neighboring major transportation corridors, the equipment should be clustered and painted the same color as the adjacent building/roof colors so as to minimize the visibility of the equipment. Additional screening at site boundaries may also be an appropriate mitigation measure in this instance.
  - b.** Sloped roofs or forms should have a minimum four to twelve (4:12) pitch.

**EXHIBIT C**

**SITE PLAN AND BUILDING TYPES**





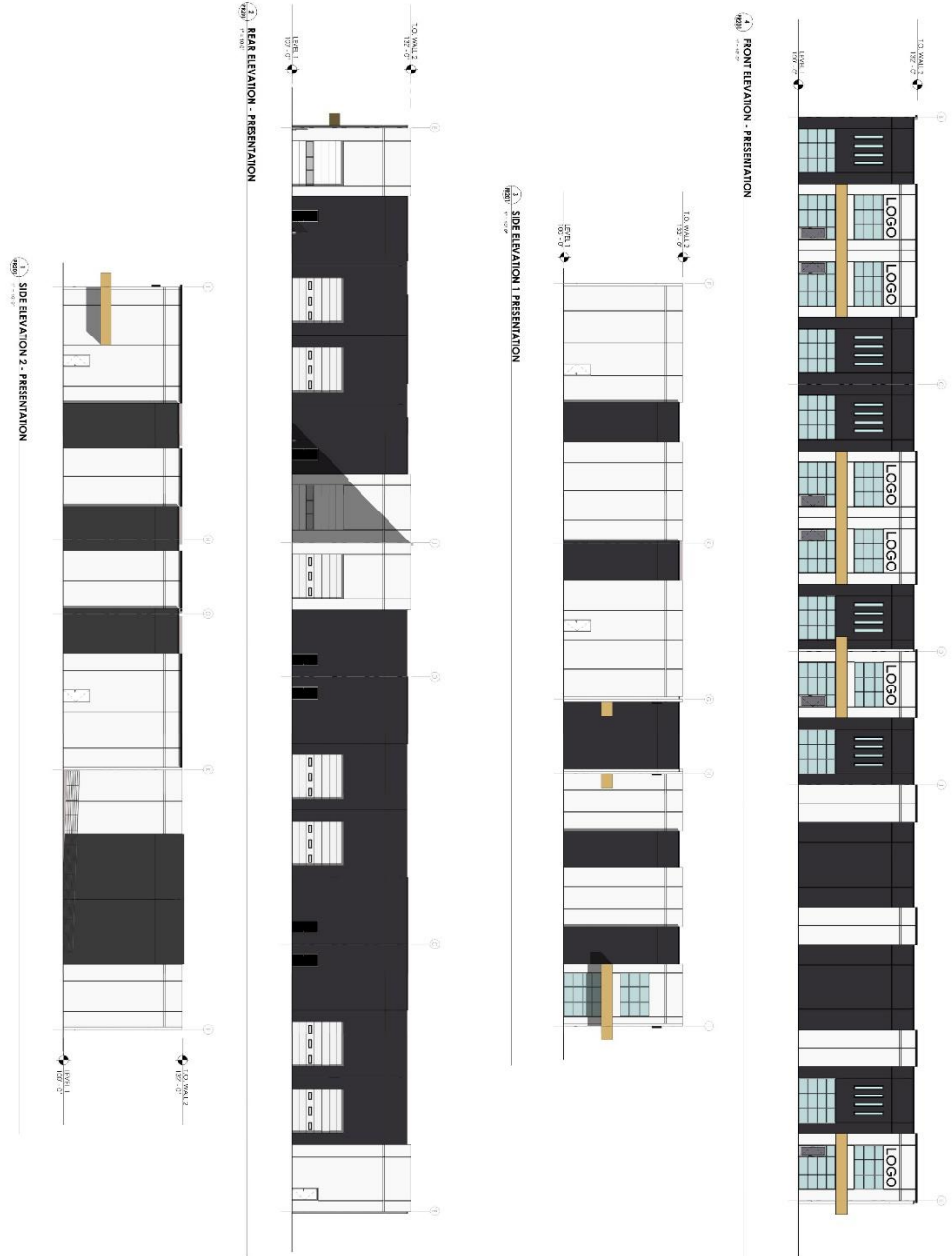




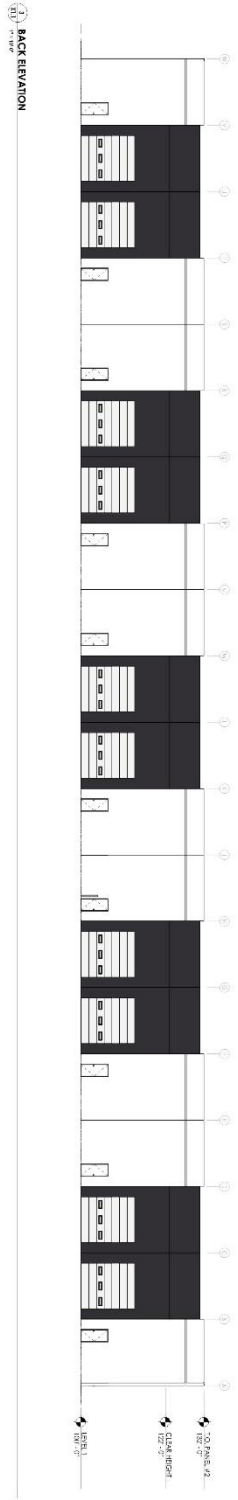
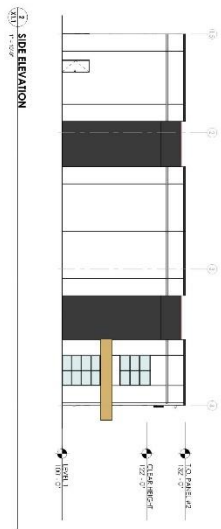
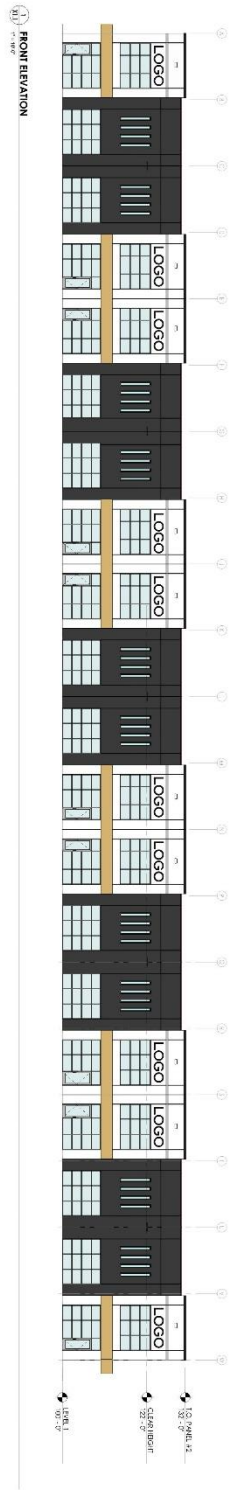












MONSON CONSTRUCTION - BUILDING 2  
PRESENTATION ELEVATIONS

## EXHIBIT D

### CROSS ACCESS EASEMENT TERMS AND CONDITIONS

#### TERMS AND CONDITIONS OF CROSS ACCESS EASEMENT

Santaquin City, Seller, has retained a perpetual cross access easement on the Property. Buyer and Seller hereby agree to the following terms and conditions:

1. **Access Easement.** Buyer and Seller hereby agree to a perpetual access easement on, over, and across the Access Easement Area for the use, construction, design, installation, repair, and replacement of an access way for pedestrian and vehicular ingress and egress into and out of Property. This Access Easement Area, as well as all access and other rights provided for in these Terms and Conditions, will permit Seller and its designees to access the Property for any possible present or future use to which the Property may be put. The Access Easement Area provided to Seller in these Terms and Conditions will permit the Property owners, as is currently developed, and as may be developed in the future, to use the Access Easement for private and public access purposes. The Access Easement Area is for the benefit of the Property, the Seller, the Seller's designees, and the public as authorized by Seller. The Access Easement shall not be used by heavy/delivery trucks and is hereby limited to two axel passenger vehicles. No vehicles larger than two axel passenger vehicles are allowed within the Access Easement Area.
2. **Restrictions on the Easement Area.** Buyer will not obstruct Seller's or Seller's designees use of the Access Easement Area as set forth herein.
3. **Construction and Maintenance.** Buyer, at its sole cost and expense, will construct, maintain and repair the Access Easement Area: (i) to standards required by any applicable municipal/government authorities; and (ii) in a workmanlike and acceptable manner such that Seller and Seller's designees may utilize the Access Easement Area granted herein, including maintaining the Access Easement Area in such a manner as to allow Seller and Seller's designees to access and use the Access Easement Area.
4. **Run with the Land/Successors.** This Access Easement, and the Terms and Conditions agreed to herein, are perpetual and shall run with the land described herein, and these Terms and Conditions shall inure to the benefit of and be binding upon the parties, their successors, designees, and assigns.
5. **Attorneys' Fees.** In the event any party brings or commences legal proceedings to enforce any of the Terms and Conditions contained herein, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the other party, to be fixed by the court in the same action. The phrase "legal proceedings" shall include appeals from a lower court judgment. The phrase "prevailing party" shall mean the party that prevails in obtaining a remedy or relief which most nearly reflects the remedy or relief

which the party sought.

6. **Governing Law.** These Terms and Conditions shall be governed by, construed and interpreted in accordance with the laws of the State of Utah and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
7. **Entire Terms and Conditions.** These Terms and Conditions, and any addenda or exhibits attached hereto, and made a part hereof contain the entire agreement of the parties with respect to the matters covered hereby, and no other agreement, statement or promise made by any party, or to any employee, officer or agent of any party, which is not contained herein or in another writing signed by the parties, shall be binding or valid.
8. **Counterparts.** The parties hereby include these Terms and Conditions in the original Agreement and in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Further, the parties shall treat a recorded copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a recorded copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.



(City will Insert Written Legal Description for Cross Access Easement Here)

Shared Access Easement for Santaquin Peaks Industrial Subdivision Lots 1-3

Beginning at a point 533.70 feet Along the section line South 89°25'01" East and 758.82 feet South from the North Quarter Corner of Section 3, Township 10, Range 1 East, Salt Lake base and meridian

Thence, N 90° 00' 00" E for a distance of 26.00 feet to a point on a line.

Thence, S 00° 30' 52" E for a distance of 23.00 feet to a point on a line.

Thence, N 90° 00' 00" E for a distance of 93.66 feet to the beginning of a non-tangential curve,

Said curve turning to the right through 39° 19' 14", having a radius of 95.82 feet, and whose long chord bears S 70° 21' 32" E for a distance of 64.48 feet to the beginning of a non-tangential curve.

Said curve turning to the left through an angle of 34° 20' 44", having a radius of 793.58 feet, and whose long chord bears S 19° 54' 14" W for a distance of 468.62 feet to a point of intersection with a non-tangential line.

Thence, S 02° 41' 29" W for a distance of 88.67 feet to a point on a line.

Thence, S 02° 41' 22" W for a distance of 217.14 feet to a point on a line.

Thence, N 88° 02' 51" W for a distance of 126.01 feet to a point on a line.

Thence, N 02° 41' 24" E for a distance of 23.00 feet to a point on a line.

Thence, S 88° 14' 22" E for a distance of 100.01 feet to a point on a line.

Thence, N 02° 41' 24" E for a distance of 257.23 feet to a point on a line.

Thence, N 00° 30' 52" W for a distance of 25.54 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of 32° 23' 18", having a radius of 818.00 feet, and whose long chord bears N 18° 53' 03" E for a distance of 456.27 feet to a point of intersection with a non-tangential line.

Thence, N 81° 04' 28" W for a distance of 21.72 feet to a point on a line.

Thence, N 00° 30' 52" W for a distance of 49.00 feet to a point on a line.

thence N 90° 00' 00" W a distance of 119.43 feet to the point of beginning