



CITY COUNCIL REGULAR MEETING

Tuesday, January 02, 2024, at 7:00 PM
Council Chambers at City Hall Building and Online
110 S. Center Street, Santaquin, UT 84655

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)

Bills

- [1.](#) City Expenditures from 12/16/2023 to 12/29/2023 in the amount of \$461,357.79

Minutes

- [2.](#) 12-28-2023 Special City Council Meeting Minutes

Resolutions

- [3.](#) Resolution 01-03-2024 Surplus Property

RECOGNITIONS, BOARD APPOINTMENTS, AND PUBLIC FORUM

Recognitions

4. Volunteer of the Month - Kylie Lance

Appointments

5. Community Services Board Appointment - Hunter Nilson

Public Forum

BUILDING PERMIT & BUSINESS LICENSE REPORT

NEW BUSINESS

Resolutions

- [6.](#) Resolution 01-01-2024 Fire Mutual Aid Agreement with Utah & Juab Counties & Cities
- [7.](#) Resolution 01-02-2024 Interlocal Agreement with Utah County for CDBG Funding for Demolition of Old Middle School

Discussion Item

- [8.](#) Discussion Related to Food Trucks in Centennial Park

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, 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

SANTAQUIN CITY CORPORATION
Check Register
CHECKING - ZIONS - 12/16/2023 to 12/29/2023

Payee Name:	Payment Date:	Amount:	Description:	Ledger Account:
ADT SECURITY SERVICES, INC	12/28/2023	\$204.09	ALARM FOR MUSEUM	1051300 - BUILDINGS & GROUND MAINTENANCE
ALL PRO SECURITY, LLC	12/21/2023	\$149.60	Security Services for Court	1042310 - PROFESSIONAL & TECHNICAL
BANK OF UTAH - ATTN: JARED ANDERSON	12/21/2023	\$40,589.25	Interest - 2018 Excise Tax Rev Bonds	4540882 - 2018 ROAD BOND - INTEREST
BARKER, BRIGITTE	12/21/2023	\$450.00	Bail Refund - Barker	1022430 - COURT FINES AND FORFEITURES
BIG O' TIRES - SANTAQUIN	12/28/2023	\$344.95	Serp belt, air filters, tire rot/balance, flat repair, CLARK	1054250 - EQUIPMENT MAINTENANCE
CARQUEST AUTO PARTS STORES	12/28/2023	\$26.78	Wiper blades for water truck	5140250 - EQUIPMENT MAINTENANCE
CARQUEST AUTO PARTS STORES	12/28/2023	\$34.19	Tire gauge	5140240 - SUPPLIES
		\$60.97		
CENTRAL UTAH 911	12/28/2023	\$28,342.60	Dispatch Oct-Dec 2023	1054340 - CENTRAL DISPATCH FEES
CENTURY EQUIPMENT COMP	12/28/2023	\$13.22	Keys for backhoe	1060240 - SUPPLIES
CHEMTECH-FORD, INC	12/21/2023	\$105.00	EFFLUENT TESTING	5240310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	12/21/2023	\$150.00	WATER TESTING	5140310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	12/28/2023	\$105.00	Effluent testing	5240310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	12/28/2023	\$150.00	Water testing	5140310 - PROFESSIONAL & TECHNICAL SVCS
		\$510.00		
CHILD SUPPORT SERVICES/ORS	12/22/2023	\$534.46	Garnishment - Child Support	1022420 - GARNISHMENTS
COLONIAL LIFE &	12/21/2023	\$454.63	Employee Paid Supplemental Life Insurance - Jan 2024	1022505 - SUPPLEMENTAL
COLONIAL LIFE &	12/21/2023	\$388.18	Employee Paid Supplemental Life Insurance - Dec 2023	1022505 - SUPPLEMENTAL
		\$842.81		
CUTLER'S INC	12/21/2023	\$16.00	CHAINSAW MAINT.	1070250 - EQUIPMENT MAINTENANCE
DELCO WESTERN	12/21/2023	\$1,080.00	REBUILD KITS (CHLORINATOR)	5140250 - EQUIPMENT MAINTENANCE
DELCO WESTERN	12/28/2023	\$2,900.00	New type 1 pump install	6040657 - WINTER STORAGE PONDS PUMP CAPACITY
		\$3,980.00		
DYKMAN ELECTRICAL INC	12/28/2023	\$5,720.84	Motors for additional capacity	5640783 - WRF UPGRADE (ADDITIONAL TRAIN) PROJECT
EFTPS	12/27/2023	\$8,161.66	Medicare Tax	1022210 - FICA PAYABLE
EFTPS	12/27/2023	\$21,394.92	Federal Income Tax	1022220 - FEDERAL WITHHOLDING PAYABLE
EFTPS	12/27/2023	\$34,898.22	Social Security Tax	1022210 - FICA PAYABLE
		\$64,454.80		
ELITE SPORTSWEAR, L.P	12/21/2023	\$54.99	Cheer Shoes	6840807 - TUMBLING/GYMNASTICS
EPIC ENGINEERING	12/28/2023	\$217.00	Foothill Village Plat O asphalt testing	1022450-503 - (INSP) [Plat O]FOOTHILL VILLAGE
EPIC ENGINEERING	12/28/2023	\$254.00	Epic Engineering testing for Greenhollow subdivision	1022450-668 - (INSP) Green Hollow
EPIC ENGINEERING	12/28/2023	\$567.00	Epic Engineering Testing for the Orchards Plat F-6 subdivision	1022450-680 - (INSP) Orchards F-6
EPIC ENGINEERING	12/28/2023	\$1,971.00	Epic Engineering Testing for Vistas West Phase 3	1022450-717 - (INSP)Vistas West Phase 3
EPIC ENGINEERING	12/28/2023	\$69.00	Epic Engineering testing for Vistas West phase 5	1022450-721 - (INSP)Vistas West Phase 5
EPIC ENGINEERING	12/28/2023	\$396.00	Epic Engineering testing for Ridley's Phase 2 subdivision	1022450-689 - (INSP)[Plat B]Ridley's
EPIC ENGINEERING	12/28/2023	\$138.00	Epic Engineering Testing for the Nebo Animal lat	1022450-923 - (INSP&TEST)Nebo Sch. Dist. Animal Lat
EPIC ENGINEERING	12/28/2023	\$69.00	Epic Engineering Testing for Ostler Subdivision	1022450-942 - (INSP&TESTING)Ostler
EPIC ENGINEERING	12/28/2023	\$8,468.00	Epic Engineering Testing for The Hills Plat E	1022450-736 - (INSP)[Phase E] The Hills
EPIC ENGINEERING	12/28/2023	\$1,046.00	Epic Engineering Testing for Vista's West Phase 2	1022450-709 - (INSP)Vistas West 2
		\$13,195.00		
ERIKS NORTH AMERICA, INC	12/21/2023	\$18.02	CLAMP FOR MOWER	1070250 - EQUIPMENT MAINTENANCE
ERIKS NORTH AMERICA, INC	12/21/2023	\$153.48	BACKHOE HOSE	1060250 - EQUIPMENT MAINTENANCE

		\$171.50		
EVANS, BRUCE	12/21/2023	\$500.00	Building Rental Deposit Refund	6734152 - BUILDING RENTAL REVENUE
FORENSIC NURSING SERVICES LLC	12/28/2023	\$130.00	Blood/Urine/Triage 23SQ04752	1054311 - PROFESSIONAL & TECHNICAL
FREEDOM MAILING SERVICES, INC	12/21/2023	\$485.38	UTILITY BILL PROCESSING & NEWSLETTERS	5240241 - UTILITY BILLING PROCESSING FEES
FREEDOM MAILING SERVICES, INC	12/21/2023	\$485.38	UTILITY BILL PROCESSING & NEWSLETTERS	5440241 - UTILITY BILLING PROCESSING FEES
FREEDOM MAILING SERVICES, INC	12/21/2023	\$485.40	UTILITY BILL PROCESSING & NEWSLETTERS	5140241 - UTILITY BILLING PROCESSING FEES
		\$1,456.16		
GAME TIME	12/21/2023	\$1,343.70	SLIDE REPAIR (EAST PARK)	1070300 - PARKS GROUNDS SUPPLIES
GARNER, HAZEL	12/21/2023	\$20.00	Food Handler Permit	7540630 - OTHER SERVICES
GONZALEZ, ANTONIO ISRAEL	12/21/2023	\$1,971.04	Interpreter Services 2023	1042310 - PROFESSIONAL & TECHNICAL
HACH COMPANY	12/21/2023	\$1,479.00	pH PROBE	5240550 - WRF - EQUIPMENT MAINTENANCE
HANSEN, ALLEN & LUCE, INC	12/21/2023	\$740.00	Drinking Water Source Protection Engineering Work	1048310 - PROFESSIONAL & TECHNICAL SVCS
HENRY SCHEIN	12/21/2023	\$390.74	AED Battery	7657242 - EMS - SUPPLIES
HENRY SCHEIN	12/21/2023	\$15.68	Sharps Containers for PD	7657242 - EMS - SUPPLIES
HENRY SCHEIN	12/21/2023	\$1,091.48	CPR Maniquens	7657242 - EMS - SUPPLIES
HENRY SCHEIN	12/28/2023	\$285.00	Medical Supplies ETCO2 Cannula.	7657242 - EMS - SUPPLIES
		\$1,782.90		
HEPWORTH, JON	12/21/2023	\$500.00	Building Rental Deposit Refund	6734152 - BUILDING RENTAL REVENUE
HONEY BUCKET	12/21/2023	\$88.00	CEMETERY PORTABLE	1077300 - CEMETERY GROUNDS MAINTENANCE
HUMPHRIES INC	12/28/2023	\$146.10	Medical Oxygen	7657242 - EMS - SUPPLIES
JMART PRINTING	12/28/2023	\$35.00	John Business Cards	6740240 - SUPPLIES
KATRINA NELSON DBA FACE PAINTING KAT	12/21/2023	\$640.00	Holly Days Face Painting	6240251 - COMMUNITY EVENTS EXPENSE
KC LOWHAM	12/21/2023	\$116.00	New duty belt	1054240 - SUPPLIES
LES OLSON COMPANY	12/21/2023	\$600.38	Copy Machine Maintenance & Usage	4340300 - COPIER CONTRACT
LONGEVITY WATER SYSTEMS, LLC.	12/28/2023	\$6,995.00	Water softener for new city hall	4140704-003 - NEW CITY HALL - FF&E
MATT FENN DBA FENNCO LLC.	12/21/2023	\$800.00	TOOL FOR METERS	5140240 - SUPPLIES
MOORE, COLE	12/28/2023	\$100.00	Bail Refund	1022430 - COURT FINES AND FORFEITURES
MOTOROLA SOLUTIONS, INC	12/28/2023	\$36,668.40	New 800mhz Radios	7657740 - FIRE - CAPITAL-VEHICLES & EQUIPMENT
MOUNTAIN ALARM	12/21/2023	\$213.40	ALARM MAINT.	1051300 - BUILDINGS & GROUND MAINTENANCE
MOUNTAINLAND SUPPLY	12/21/2023	\$1,619.40	GASKETS FOR METERS	4140829 - PI METER UPGRADE PROJECT
MOUNTAINLAND SUPPLY	12/21/2023	\$888.06	METER ADAPTERS	5140242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	12/21/2023	\$888.06	METER ADAPTERS	5240242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	12/21/2023	\$888.06	METER ADAPTERS	5440242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	12/21/2023	\$232.34	METER KEYS	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	12/21/2023	\$411.27	1.5 METER"	5140242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	12/21/2023	\$411.27	1.5 METER"	5240242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	12/21/2023	\$411.27	1.5 METER"	5440242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	12/21/2023	\$411.33	1.5 METER"	5240242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	12/21/2023	\$411.33	1.5 METER"	5440242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	12/21/2023	\$411.34	1.5 METER"	5140242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	12/28/2023	\$47.76	Gaskets for PI meters	4140829 - PI METER UPGRADE PROJECT
		\$7,031.49		

MURDOCK FORD	12/21/2023	\$311.27	MIRROR	1070250 - EQUIPMENT MAINTENANCE
MURDOCK FORD	12/28/2023	\$502.26	2015 Expedition Maintenance	1043250 - EQUIPMENT MAINTENANCE
		\$813.53		
NERDIN, CAMERON	12/28/2023	\$250.00	Restitution - Cruz Case	1022430 - COURT FINES AND FORFEITURES
NIELSON PLUMBING & MECHANICAL LLC	12/16/2023	\$38,080.00	Meter Installs	4140829 - PI METER UPGRADE PROJECT
OUT BACK GRAPHICS, LLC	12/21/2023	\$48.95	SIGN FOR BRIDGE	1060240 - SUPPLIES
OUT BACK GRAPHICS, LLC	12/28/2023	\$13.66	hoodies for crew	5440350 - SAFETY & PPE
OUT BACK GRAPHICS, LLC	12/28/2023	\$13.67	hoodies for crew	5140350 - SAFETY & PPE
OUT BACK GRAPHICS, LLC	12/28/2023	\$13.67	hoodies for crew	5240350 - SAFETY & PPE
		\$89.95		
PAYSON AUTO SUPPLY - NAPA	12/21/2023	\$16.15	BATTERY CHARGER FOR DUMP TRAILER	5240550 - WRF - EQUIPMENT MAINTENANCE
PRINCIPAL LIFE INSURANCE COMPANY	12/21/2023	\$778.96	Vision Insurance - Jan 2024	1022508 - VISION
PRINCIPAL LIFE INSURANCE COMPANY	12/21/2023	\$5,835.20	Dental Insurance - Jan 2024	1022501 - DENTAL
		\$6,614.16		
REVCO	12/21/2023	\$597.51	Copy Machine Lease - City Hall	4340300 - COPIER CONTRACT
ROCKY MOUNTAIN POWER	12/21/2023	\$37.52	509 FIRESTONE DRIVE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/21/2023	\$14.80	1250 S CANYON ROAD	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	12/21/2023	\$4.82	80 E 770 N	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/21/2023	\$22.21	154 E 950 S	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/21/2023	\$47.24	1005 S RED BARN	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/21/2023	\$55.39	415 TRAVERTINE WAY	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/21/2023	\$22.09	1026 E MAIN STREET	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/21/2023	\$20.28	1000 N CENTER PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/21/2023	\$372.32	1213 N CENTER ST - PUBLIC WORKS BLDG SITE	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	12/21/2023	\$966.55	10 W GINGER GOLD ROAD (LIFT STATION)	5240270 - UTILITIES
ROCKY MOUNTAIN POWER	12/21/2023	\$11,640.92	1215 N CENTER	5240500 - WRF - UTILITIES
ROCKY MOUNTAIN POWER	12/28/2023	\$31.20	1269 S RED CLIFF DRIVE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/28/2023	\$31.26	115 W 860 N - STRONGBOX	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/28/2023	\$37.72	1230 S. Bluff St.	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/28/2023	\$65.26	1595 S LONGVIEW ROAD	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/28/2023	\$181.19	759 S. Badger Way	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/28/2023	\$313.56	1100 S CANYON ROAD	5440273 - UTILITIES
		\$13,864.33		
ROUNDY SPECIAL FX, INC	12/21/2023	\$500.00	Holly Days Burn Barrel Rental	6240251 - COMMUNITY EVENTS EXPENSE
SANTAQUIN CITY UTILITIES	12/16/2023	\$120.00	Utility Assistance December 2023	5221600 - SEWER FUND DONATIONS
SANTAQUIN CITY UTILITIES	12/22/2023	\$200.00	Cemetery	1022350 - UTILITIES PAYABLE
SANTAQUIN CITY UTILITIES	12/22/2023	\$765.00	Utilities	1022350 - UTILITIES PAYABLE
		\$1,085.00		
SANTAQUIN MARKET ACE	12/21/2023	\$36.88	PUSH BROOMS	1070300 - PARKS GROUNDS SUPPLIES
SANTAQUIN MARKET ACE	12/21/2023	\$42.45	STAPLER	1051480 - CHRISTMAS LIGHTS
SANTAQUIN MARKET ACE	12/21/2023	\$19.98	STAPLER	1051480 - CHRISTMAS LIGHTS
SANTAQUIN MARKET ACE	12/21/2023	\$10.61	STAPLER	1051480 - CHRISTMAS LIGHTS
SANTAQUIN MARKET ACE	12/21/2023	\$15.29	WIRE	1051480 - CHRISTMAS LIGHTS
SANTAQUIN MARKET ACE	12/21/2023	\$55.76	Cable ties	1051480 - CHRISTMAS LIGHTS
SANTAQUIN MARKET ACE	12/21/2023	\$57.58	Cable ties	1051480 - CHRISTMAS LIGHTS
SANTAQUIN MARKET ACE	12/21/2023	\$4.30	Parts for Christmas lights	1051480 - CHRISTMAS LIGHTS
		\$242.85		
SELECTHEALTH, INC	12/28/2023	\$59,300.00	Health Insurance Premium - Jan 2024	1022500 - HEALTH INSURANCE
SHEPHERD, KAYSON	12/21/2023	\$373.93	Uniform Boots	1054240 - SUPPLIES
SKM INC	12/21/2023	\$261.25	SCADA MAINTENANCE	5240310 - PROFESSIONAL & TECHNICAL SVCS

STAKER PARSON COMPANIES	12/21/2023	\$135.22	ASPHALT FOR PATCHING	1060240 - SUPPLIES
STAKER PARSON COMPANIES	12/28/2023	\$219.97	Road base for shouldering	1060240 - SUPPLIES
		\$355.19		
STAPLES	12/21/2023	\$19.22	Steno Notebooks	1078240 - SUPPLIES
STAPLES	12/21/2023	\$38.31	Case of Copy Paper	6140335 - MISC SUPPLIES
STAPLES	12/28/2023	\$29.59	Hanging Folders	1043240 - SUPPLIES
		\$87.12		
STOTZ EQUIPMENT CO, LLC	12/21/2023	\$23.46	CHAINSAW PARTS	1070250 - EQUIPMENT MAINTENANCE
T-MOBILE	12/21/2023	\$67.59	Jared Shepherd T-Mobile December Phone Bill	1068280 - TELEPHONE
TRILOGY MEDWASTE WEST LLC	12/21/2023	\$95.00	Medical Waste Disposal	7657242 - EMS - SUPPLIES
TRYON, ERIK	12/21/2023	\$400.00	Erik Tryon Contract Pay	6840120 - SALARIES & WAGES (PART TIME)
TURF EQUIPMENT & AGRONOMICS, LLC	12/21/2023	\$3,480.00	Aerator for parks	1070740 - CAPITAL-VEHICLES & EQUIPMENT
UTAH COUNTY AUDITOR - ACCOUNTS RECEIVABLE	12/21/2023	\$17,577.00	2023 Municipal Election	1041613 - ELECTION
UTAH COUNTY LODGE #31	12/22/2023	\$253.00	FOP Dues (Ut County Lodge #31)	1022425 - FOP DUES
UTAH RECREATION & PARKS ASSOCIATION	12/21/2023	\$330.00	URPA Membership	6740210 - BOOKS, SUBSCRIPTIONS, & MEMBERSHIPS
UTAH STATE RETIREMENT	12/19/2023	\$5.00	Traditional IRA	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	12/19/2023	\$198.81	Retirement Loan Payment	1022325 - RETIREMENT LOAN PAYMENT
UTAH STATE RETIREMENT	12/19/2023	\$1,035.00	Roth IRA	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	12/19/2023	\$1,083.10	457	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	12/19/2023	\$1,359.80	401K - Tier 1 Parity	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	12/19/2023	\$5,007.04	401K	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	12/19/2023	\$26,533.17	Retirement	1022300 - RETIREMENT PAYABLE
		\$35,221.92		
UTAH STATE TAX COMMISSION	12/27/2023	\$7,483.93	State Income Tax	1022230 - STATE WITHHOLDING PAYABLE
UTAH STATE TAX COMMISSION	12/27/2023	\$11,787.78	State Income Tax	1022230 - STATE WITHHOLDING PAYABLE
		\$19,271.71		
WAXIE SANITARY SUPPLY	12/28/2023	\$847.17	Vacuum and cleaning supplies	1051240 - SUPPLIES
WHITE, GINA	12/28/2023	\$245.00	Restitution - Williams Case	1022430 - COURT FINES AND FORFEITURES
ZIONS BANK-SANTAQUIN-CC-AMALIE OTTLEY	12/18/2023	-\$227.16	Kneaders - reimbursement for incorrect charge	1041610 - OTHER SERVICES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$26.97	Maceys - drinks for council meetings/dinners, council break room	1041610 - OTHER SERVICES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$38.95	Maceys - lunch for Public Works guys for moving the records room	1043480 - EMPLOYEE RECOGNITIONS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$50.63	CURA lunch 11/09 - reimbursed by Recorders Association	1041230 - EDUCATION, TRAINING & TRAVEL
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$60.00	Main Street Pizza - CURA lunch 11/09 - reimbursed by the recorder's association	1041230 - EDUCATION, TRAINING & TRAVEL
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$121.37	Wal-Mart - Judy & Val Robbins retirement basket, Volunteer of Month basket, treats for council meetings	1041610 - OTHER SERVICES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$165.00	Main Street Pizza - lunch for Public Works guys for moving records room	1043480 - EMPLOYEE RECOGNITIONS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$209.85	Kneaders - City Council dinner	1041610 - OTHER SERVICES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$227.16	Kneaders - City Council Dinner - 11/07 - tax was charged, transaction reversed	1041610 - OTHER SERVICES
ZIONS BANK-SANTAQUIN-CC-DAN OLSON	12/18/2023	\$39.00	Aroma Cafe - Business Lunch	1041610 - OTHER SERVICES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$192.87	Sp Jim C. Norton - Painting for Mayor Office	4140704-003 - NEW CITY HALL - FF&E
ZIONS BANK-SANTAQUIN-CC-FIRE DEPARTMENT	12/18/2023	\$74.04	Amzn Mktp Us - Label maker tape and Narcan pouch	7657242 - EMS - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$78.00	Spanish Fork Hospital	7657235 - EMS - EDUCATION, TRAINING & TRAVEL
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$190.00	Trilogy Medical Waste - Medical Waste Disposal	7657242 - EMS - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$257.27	Adobe Inc. Adobe subscription	7657210 - BOOKS, SUBSCRIPTIONS, MEMBERSHIPS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$347.84	National Emergency Train Meal Ticket Allen Duke	7657230 - FIRE - EDUCATION, TRAINING & TRAVEL
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$347.84	National Emergency Train Meal Ticket Ryan Lind	7657230 - FIRE - EDUCATION, TRAINING & TRAVEL
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$439.99	Amazon.Com* Glass whiteboard EM office	7657240 - FIRE - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$599.90	Amzn Mktp Us Turnout hangers	7657240 - FIRE - SUPPLIES
ZIONS BANK-SANTAQUIN-CC-HATTIE ROWBURY	12/18/2023	\$2.15	Family Dollar - Decorations for trunk or treat	6240251 - COMMUNITY EVENTS EXPENSE
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$4.35	Stringhams True Value keys for rec activity building	6740300 - BUILDINGS & GROUNDS MAINTENANCE

ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$9.90	Family Dollar - Batteries for multi purpose room microphones	6740240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$16.09	Payson Lock & Key - Spare keys for rec activity building	6740300 - BUILDINGS & GROUNDS MAINTENANCE
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$19.12	Facebok 9qfpzup5d2 paid facebook social media ad for spooky night at the museur	6340240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$19.99	Costco - Batteries for multi purpose room	6740240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$24.97	Ace Hardware - tape for office and events	6840300 - MISC SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$26.25	Walmart.Com - Thank you photo book for Betsy, box arrived, photo book wasn't in box. Refund processed	1041670 - YOUTH CITY COUNCIL EXPENSES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$36.59	Costco - Supplies for Turkey Trot	6240251 - COMMUNITY EVENTS EXPENSE
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$43.00	Riley Family Farms - Decorations for trunk or treat	6240251 - COMMUNITY EVENTS EXPENSE
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$44.62	Payson Marketplace supplies for turkey trot	6240251 - COMMUNITY EVENTS EXPENSE
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$78.83	Walmart - Candy for trunk or treat	6240251 - COMMUNITY EVENTS EXPENSE
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$142.47	Gih*globalindustrialeq - rugs for the rec activity building	6640720 - RAP TAX EXPENSE
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$192.22	Global Industries - Rugs for rec activity building	6640720 - RAP TAX EXPENSE
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$387.00	Sq *the Times-News City Hall Reservation newspaper ad	6740610 - OTHER SERVICES
ZIONS BANK-SANTAQUIN-CC-JASON BOND	12/18/2023	\$30.53	Best Buy - New wireless keyboard and mouse for the Building Official (Randy Spadafora)	1068240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$64.00	State of Utah Department of Commerce Combination Inspector Renewal Fee for Jared Shepherd	1068210 - BOOKS, SUBSCRIPTIONS, MEMBERSH
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$64.00	State of Utah Department of Commerce Combination Inspector Renewal Fee for Randy Spadafora	1068210 - BOOKS, SUBSCRIPTIONS, MEMBERSH
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$64.00	State of Utah Department of Commerce Limited Inspector Renewal Fee for Jon Hepworth	1068210 - BOOKS, SUBSCRIPTIONS, MEMBERSH
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$200.00	Maracas Mexican Grill - Farewell Lunch for Camille Moffat at	1078240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC-JASON CALLAWAY	12/18/2023	\$25.00	Eldt.com - Online class for CDL training (Richard Bettis)	1060230 - EDUCATION, TRAINING & TRAVEL
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$37.38	Amazon - Mop Bucket for buildings	1051240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$38.96	Little Caesars - Lunch for crew	5240240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$93.46	E-Brake handle for water truck	1060250 - EQUIPMENT MAINTENANCE
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$118.99	Tires for grasshopper mowers	1070300 - PARKS GROUNDS SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$125.00	Landfill fees to state	1062240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$129.98	Tires for grasshopper mowers	1070300 - PARKS GROUNDS SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$181.72	Geneva Hydraulics Inc - Ram rebuild kit for 06 bobtai	1060250 - EQUIPMENT MAINTENANCE
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$379.98	LED rope lighting for displays	1051480 - CHRISTMAS LIGHTS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$831.66	Digital Ar - Ifix software programming training for willy Marvin	5440230 - EDUCATION, TRAINING & TRAVEL
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$831.67	Digital Ar - Ifix software programming training for willy Marvin	5140230 - EDUCATION, TRAINING & TRAVEL
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$831.67	Digital Ar - Ifix software programming training for willy Marvin	5240230 - EDUCATION, TRAINING & TRAVEL
ZIONS BANK-SANTAQUIN-CC-JENNIFER WAGNER	12/18/2023	\$5.99	Amazon - Gloves for teen activity	7240320 - PROGRAMS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$6.99	Amazon - Book	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$7.41	Amazon - Book	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$7.99	Amazon - Story time items	7240320 - PROGRAMS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$8.21	Kindle Svcs - Kindle book	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$9.45	Amazon - Dvd for checkout	7240240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$9.49	Kindle Svcs - Book Santa storytime	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$9.99	Kindle Svcs - Kindle book	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$10.18	Amazon - Epoxy for teen activity	7240320 - PROGRAMS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$10.37	Stringhams True Value - Keys to building for Carla/new cleaner	7240240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$11.16	Usps Ill grant	7240760 - OTHER GRANT EXPENSES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$12.93	Amazon - Book	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$12.93	Book-2 copies of the same book were purchased	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$12.99	Amazon - Book	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$13.29	USPS - Ill grant	7240760 - OTHER GRANT EXPENSES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$14.01	Usps - ILL grant	7240760 - OTHER GRANT EXPENSES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$14.99	Kindle Svcs - Kindle book copy	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$15.50	American Fork Di plates for teen book club craft	7240320 - PROGRAMS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$17.97	Amazon - Books	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$21.90	Walmart - Magic Tree House activity	7240320 - PROGRAMS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$25.74	Wal-Mart - story time craft supplies/treats	7240320 - PROGRAMS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$29.99	Kindle Svcs - Kindle book series	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$30.00	Techsoup 3 hotspot devices	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$36.04	Amazon - Books	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$48.63	Amzn paper supplies	7240240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$159.98	Amazon - Activity kit supplies	7240240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$218.80	Amazon Books	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$258.00	Mobile Beacon 2 hotspot yearly plan	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$1,431.63	Amzn programs/office supplies	7240240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC-JOHN BRADLEY	12/18/2023	-\$74.99	Credit Voucher Amzn Mktp Us. Senior Kitchen staff returned Senior Kitchen Pan	7540482 - ELDRD FUND EXPENSES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	-\$31.02	Credit Voucher Amzn Mktp Us. Returned partial halloween costume from Trunk or Treat	6240251 - COMMUNITY EVENTS EXPENSE
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$0.72	Misc. Foreign Currency Fee from Canadian based Trails Fork Software for trails app. No additiona	6740630 - OUTDOOR RECREATION INITIATIVE
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$6.41	Cutting Boards for New City Hall Rentals.	6740300 - BUILDINGS & GROUNDS MAINTENANCE
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$17.34	URPA WORKSHOP travel food. John and Shauna Jo.	6740230 - EDUCATION, TRAINING, & TRAVEL

ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$18.38	Tst* Rallyfoods. Recreation Training Retreat Breakfast Bagels	6740230 - EDUCATION, TRAINING, & TRAVEL
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$24.00	Trailforks App Membership-access to add our Santaquin Trail info online & monitor trail info	6740630 - OUTDOOR RECREATION INITIATIVE
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$29.65	Bath & Body Works. Recreation Retreat Holiday Gift for Staff.	6740230 - EDUCATION, TRAINING, & TRAVEL
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$33.48	Amazon - New City Hall Chair Feet Covers (Test Run new cover product)	4140704-003 - NEW CITY HALL - FF&E
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$39.00	Wal-Mart. Recreation Retreat and Training Meeting Snacks	6740230 - EDUCATION, TRAINING, & TRAVEL
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$53.98	Amazon - Fitness Mats- Flooring	6840800 - AEROBICS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$64.93	Amzn. Fitness day care room equipment.	6840800 - AEROBICS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$187.66	Hasty Awards Inc. - Race Awards.	6240251 - COMMUNITY EVENTS EXPENSE
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$196.93	Amazon - Trunk or Treat Supplies/Team Costumes for seven staff members	6240251 - COMMUNITY EVENTS EXPENSE
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$197.20	Olive Garden. Recreation Staff Training Retreat Lunch.	6740230 - EDUCATION, TRAINING, & TRAVEL
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$235.00	Utah Recreation And Parks Association- Department Directors Retreat Registration-John Bradley	6740230 - EDUCATION, TRAINING, & TRAVEL
ZIONS BANK-SANTAQUIN-CC-JON LUNDELL	12/18/2023	\$120.00	Esri online mapping credits for processing data	1048250 - EQUIPMENT MAINTENANCE
ZIONS BANK-SANTAQUIN-CC-LISA WILKEY	12/18/2023	\$2.99	Wax paper for Breakroom	1043240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$6.76	Etsy, Inc. - Employee Christmas Party Invitation download	1043483 - EMPLOYEE ENGAGEMENT
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$11.99	Costco - Napkins for Employee Christmas Party	1043483 - EMPLOYEE ENGAGEMENT
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$44.72	Costco - Cheese bread for Employee Bday lunch: 44.72	1043480 - EMPLOYEE RECOGNITIONS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$148.63	Hobby Lobby - Employee Christmas Party decorations	1043483 - EMPLOYEE ENGAGEMENT
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$316.27	TableclothsFactory - Employee Christmas party	1043483 - EMPLOYEE ENGAGEMENT
ZIONS BANK-SANTAQUIN-CC-MELINDA MATHESON	12/18/2023	-\$388.86	Epic Sports: Wrestling shirts refund. Shirts that were returned to Epic Sports	6140665 - YOUTH SPORTS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	-\$8.14	Amazon: Refund, shipping refund because product didn't arrive on time	6140665 - YOUTH SPORTS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	-\$6.89	Amazon: Refund, shipping refund because product didn't arrive on time	6140665 - YOUTH SPORTS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	-\$1.14	Amazon: Refund, shipping refund because product didn't arrive on time	6140665 - YOUTH SPORTS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	-\$1.14	Amazon: Refund, shipping refund because product didn't arrive on time	6140665 - YOUTH SPORTS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$32.78	Amazon: youth wrestling supplies	6140665 - YOUTH SPORTS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$32.84	Amazon: Wrestling, new straps for the wrestling mats. The \$32.84 charge is shown on page 3.	6140665 - YOUTH SPORTS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$36.99	Amazon: Wrestling supplies (mop) to clean/sanitize wrestling mats	6140665 - YOUTH SPORTS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$53.88	Amazon: Wrestling tap for the wrestling mats	6140665 - YOUTH SPORTS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$56.00	Livingston Photo & Print: Custom printing for adult coed softball sweat shirts (prizes)	6140670 - ADULT SPORTS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$60.00	WhenIWork: employee scheduling program	6140665 - YOUTH SPORTS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$112.00	Quickscores: Sports scheduling program fees	6140665 - YOUTH SPORTS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$164.66	Amazon: Wrestling map cleaning supplies to clean the mats	6140665 - YOUTH SPORTS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$177.64	Amazon: Jr Jazz, new basketballs.	6140665 - YOUTH SPORTS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$576.00	Livingston Photo & Print: Wrestling shirts	6140665 - YOUTH SPORTS
ZIONS BANK-SANTAQUIN-CC-NORM BEAGLEY	12/18/2023	\$23.80	Amazon.Com New hot water kettle for City Hall	4140704-003 - NEW CITY HALL - FF&E
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$32.36	The Italian Place - Business lunch, Shannon H, Jason B, Norm E	1043610 - OTHER SERVICES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$34.71	Amzn Mktp Us CAT 6 cables for City Hall Offices & Conference Rooms.	4140704-003 - NEW CITY HALL - FF&E
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$97.24	Amzn Mktp Us Computer Connectors for City Hall	4140704-003 - NEW CITY HALL - FF&E
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$136.81	Hotelscom UCMA Conference Hotel Room for Norm Beagley	1043230 - EDUCATION, TRAINING & TRAVEL
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$260.00	Wm Supercenter #5167 Wall mounts for large displays in new City Hall	4140704-003 - NEW CITY HALL - FF&E
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$515.98	Amazon.Com*0x7rg5t63 White Boards for City Hall Offices & Conference Rooms	4140704-003 - NEW CITY HALL - FF&E
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$515.98	Amazon.Com*sv1rq5p13 White boards for new City Hall offices & work spaces	4140704-003 - NEW CITY HALL - FF&E
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$948.00	Amzn Mktp Us White Boards for City Hall Offices	4140704-003 - NEW CITY HALL - FF&E
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$995.94	Amazon.Com*dv2l38fe3 White boards for new City Hall offices	4140704-003 - NEW CITY HALL - FF&E
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$5,846.22	Dri*printing Services Printing of annual Santaquin calendar	1041615 - SANTAQUIN CALENDAR
ZIONS BANK-SANTAQUIN-CC-ROD HURST	12/18/2023	\$35.93	Amazon - Name tags for new officers	1054240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$38.04	Amazon - Whistle chains and thumb drives	1054240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$38.81	Amazon - Zip ties, notepads, file folders	1054240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$40.96	Nartec, Inc.- Drug test kits	1054240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$45.00	Ut Cons Prot Web Rbwl - Pawnshop database renewal	1054311 - PROFESSIONAL & TECHNICAL
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$72.00	Tees Ecommerce - Shepherd FTO Online Course	1054230 - EDUCATION, TRAINING & TRAVEL
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$76.00	Grainger- boxes to send Fed guns back	1054240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$84.80	Grainger- boxes to send Fed guns back	1054240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$104.35	Grainger- boxes to send Fed guns back	1054240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$221.14	Courtyard By Marriott - ULEAP Conference- Jenna	1054230 - EDUCATION, TRAINING & TRAVEL
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$234.00	Empire Active By Jo J - Post Cadet Uniforms for Hayden Hansen	1054240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$399.99	Amazon- Brother pocket jet in car printer	1054240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$1,209.89	Kuiu - Jackets for officers	1054240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC-RYAN LIND	12/18/2023	\$24.95	Flags And Stuff - State flag and mounting for Courtroom	1051240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$35.00	United Airlines - Luggage Charge Lind	7657230 - FIRE - EDUCATION, TRAINING & TRAVEL
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$35.00	United Airlines - Luggage Duke	7657230 - FIRE - EDUCATION, TRAINING & TRAVEL
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$35.00	United Airlines Luggage charge	7657230 - FIRE - EDUCATION, TRAINING & TRAVEL
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$35.00	United Airlines Luggage Charge Duke	7657230 - FIRE - EDUCATION, TRAINING & TRAVEL
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$35.99	Quickquack Car wash membership	7657250 - FIRE - EQUIPMENT MAINTENANCE
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$41.85	Rowleys Red Barn Treats for Ut Co Fire Chiefs mtg	7657132 - EMPLOYEE RECOGNITIONS

ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$75.44	Harbor Freight - Tools2979 Fuses and tools for station	7657240 - FIRE - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$82.50	Sunoco 0820370501 Fuel for rental car	7657230 - FIRE - EDUCATION, TRAINING & TRAVEL
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$134.36	Purchase Dollar #0055216 Final on Rental car NFA Training	7657230 - FIRE - EDUCATION, TRAINING & TRAVEL
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$626.39	A-1 Vacuum + Sewing New vacuum for PSB per Calloway	1051300 - BUILDINGS & GROUND MAINTENANCE
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$1,447.90	Costco Whse #1118 - Shredder, def and tvs for office and dayroom	7657240 - FIRE - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$4,647.10	The Webstaurant Store Inc - Ice machine for break room	4140704-003 - NEW CITY HALL - FF&E
ZIONS BANK-SANTAQUIN-CC-SANTAQUIN SENIOR CENTER	12/18/2023	-\$11.38	Credit Voucher Maceys - Senior Lunch Refund	7540480 - FOOD
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$13.55	Maceys - Senior lunch	7540480 - FOOD
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$32.18	Dollar Tree - Bingo prizes	7540240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$33.46	Wal-Mart #5167 - office supplies	7540240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$58.89	Costco Whse #1118 - Senior lunch	7540480 - FOOD
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$59.48	Wm Supercenter #5167 - Veteran Recognition	7540310 - EVENTS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$68.77	Wm Supercenter #4068 - bingo prizes and Halloween treat bags	7540240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$103.48	Costco Whse #1118 - Senior Lunch	7540480 - FOOD
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$164.80	Amazon.Com*zd9t4ni3 - printer	7540240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$254.33	Maceys - Senior lunch	7540480 - FOOD
ZIONS BANK-SANTAQUIN-CC-SHANNON HOFFMAN	12/18/2023	\$17.86	Wal-Mart - Holiday Decor	1043240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$23.80	Wal-Mart - Holiday Decor	1043240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$26.81	Dollar Tree - Christmas Cards/Employee Party	1043483 - EMPLOYEE ENGAGEMENT
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$34.93	Joann Stores - Ribbon for trees	1043240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$35.46	Amzn Mktp Us - Frames for employee recognition	1043480 - EMPLOYEE RECOGNITIONS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$46.97	Costco Whse - Breakroom Towels & Hotpads	1043240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$50.00	Olsons Garden Shoppe - Funeral Flower Bl	1043240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$55.05	Wm Supercenter - Holiday Decor	1043240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$58.95	Costco - Dinner Plates - Employee Christmas Party	1043483 - EMPLOYEE ENGAGEMENT
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$69.28	Hobby Lobby - Holiday Decor	1043240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$70.39	Amzn Mktp Us - Monitor Mount (Brenda)	4140704-003 - NEW CITY HALL - FF&E
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$80.93	Costco Whse - Employee Christmas Party Plates	1043483 - EMPLOYEE ENGAGEMENT
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$86.55	Wal-Mart - Holiday Decor (some returned)	1043240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$87.99	Amzn Mktp Us - Monitor Mounts	4140704-003 - NEW CITY HALL - FF&E
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$97.28	Joann Stores - Ribbon for trees (some returned)	1043240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$253.96	Amzn Mktp Us - Monitors and Arms for Court	1042240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$327.34	Hobby Lobby - Holiday Decor (some returned)	1043240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$347.86	Amzn Mktp Us - Breakroom Barstools, chair leg covers, chair for mothers room (returned)	4140704-003 - NEW CITY HALL - FF&E
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$359.98	Louisiana Pantry - Drink Fountain Start Up	1043240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$437.00	Wal-Mart - Holiday Decor (garland returned -359.04 credit coming back	1043240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$834.00	Stampli For 10-2023 - AP Software	4340118 - STAMPLI - AP OCR SOFTWARE
ZIONS BANK-SANTAQUIN-CC-SHAUNA JO EVES	12/18/2023	\$4.95	Hobby-Lobby #952 - Knomes Classes supplies	6840730 - ADULT ENRICHMENT
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$16.45	Maceys In Santaqui - food for youth cooking class	6840725 - YOUTH ENRICHMENT
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$19.99	Amzn Mktp Us - Poly Spots for Dance Classes	6840725 - YOUTH ENRICHMENT
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$24.99	Ace Hdw In Santaquin - HDMI for childcare TV to DVD player	6840800 - AEROBICS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$30.95	Amzn Mktp Us - take a number system for Santa Clause	6240251 - COMMUNITY EVENTS EXPENSE
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$31.98	Stringhams True Value - hand tools for Pickleball wind breakers	6840730 - ADULT ENRICHMENT
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$43.99	Amzn Mktp Us - Jams for Senior lunches	7540480 - FOOD
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$65.61	Amzn Mktp Us - Jams for Senior lunches	7540480 - FOOD
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$72.38	The Webstaurant Store Inc - Scale Remover for ice machine	7540240 - SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$114.39	Wm Supercenter #5167 - Craft Supplies for gnomes and Reindeer craft	6840730 - ADULT ENRICHMENT
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$122.55	Amzn Mktp Us- Fitness Wipes	6840800 - AEROBICS
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$127.27	Lowes #03427 - Craft Classes for Knomes - Adult crafts	6840730 - ADULT ENRICHMENT
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$191.67	Amzn Mktp Us - Tack boards for Staff offices	6840300 - MISC SUPPLIES
ZIONS BANK-SANTAQUIN-CC	12/18/2023	\$357.50	Fsp*bouncin Bins Services - Train rental for Holly Days	6240251 - COMMUNITY EVENTS EXPENSE
		\$38,023.32		
TOTAL:		\$461,357.79		



SPECIAL CITY COUNCIL MEETING

Thursday, December 28th at 5:30 PM
Court Room/Council Chambers (2nd floor) and Online

MINUTES

Mayor Olson called the meeting to order at 5:30 p.m.

ROLL CALL

Council members present included Councilors Adcock, Hathaway, Mecham, and Siddoway.

Councilor Montoya was excused from the meeting.

Others present included City Manager Norm Beagley, Legal Counsel Brett Rich, Recorder Amalie Ottley, Travis and Lacey Keel.

PLEDGE OF ALLEGIANCE

Councilor Mecham led the Pledge of Allegiance.

INVOCATION/INSPIRATIONAL THOUGHT

Manager Beagley offered an invocation.

DECLARATION OF POTENTIAL CONFLICTS OF INTEREST

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

FORMAL PUBLIC HEARING

1. Public Hearing: Water Conservation Plan Update

Councilor Mecham made a motion to enter into a Public Hearing to address the Water Conservation Plan update. Councilor Siddoway seconded the motion.

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

The motion passed unanimously.

The Public Hearing began at 5:32 p.m.

No members of the public wished to address the City Council at the Public Hearing.

Councilor Mecham made a motion to end the Public Hearing. Councilor Hathaway seconded the motion.

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

The motion passed unanimously.

The Public Hearing ended at 5:33 p.m.

NEW BUSINESS

2. Ordinance 12-04-2023 Water Conservation Plan Update

Councilor Mecham made a motion to approve Ordinance 12-04-2023 an Ordinance Updating the Santaquin City Water Conservation Plan. Councilor Siddoway seconded the motion.

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

The motion passed unanimously.

ADJOURNMENT

Councilor Adcock made a motion to adjourn the Special City Council Meeting. Councilor Mecham seconded the motion.

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

The motion passed unanimously.

The meeting was adjourned at 5:36 p.m.

ATTEST:

Daniel M. Olson, Mayor

Amalie R. Ottley, City Recorder

Santaquin City Resolution 01-03-2024

A RESOLUTION DECLARING SURPLUS PROPERTY OF SANTAQUIN CITY

WHEREAS, the City of Santaquin has an inventory of assets primarily used or purchased for use by all employees, and

WHEREAS, this property is of no use to any department of Santaquin City, and

WHEREAS, the storage of this property could become a nuisance,

NOW, THEREFORE, BE IT RESOLVED, the following items be disposed of as deemed appropriate and complies with Utah State and Santaquin City's laws and Ordinances.

Approved and adopted by the Santaquin City Council this 2nd day of January, 2024.

Daniel M. Olson, Santaquin City Mayor

Attest:

Amalie R. Ottley, Santaquin City Recorder

Councilmember Art Adcock	Voted	___
Councilmember Brian Del Rosario	Voted	___
Councilmember Lynn Mecham	Voted	___
Councilmember Jeff Siddoway	Voted	___
Councilmember Travis Keel	Voted	___

Office Desks

Description: Office Desk wood top
Quantity: 1



Description: Office Desk glass top
Quantity: 1



Office Table

Description: Office Table wood top

Quantity: 1



Office Bookshelves

Description: Office bookshelves wood

Quantity: 2



Turnout Gear

Description: Yellow Turnout Coats (outdated)

Quantity: 10

Description: Yellow Turnout Pants (outdated)

Quantity: 12

Description: Yellow Firefighter Helmets (outdated)

Quantity: 7

Electronic Equipment

Description: Grid Ceiling speakers

Quantity: 5

Description: Metal Cart

Quantity: 1



Electronic Equipment

Description: Control System Board

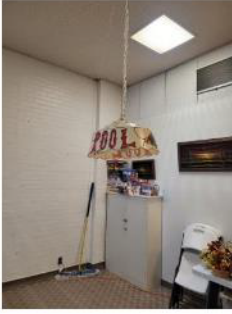
Quantity: 1



Electronic Equipment

Description: Mixer/Amplifier
Quantity: 1





Billiards Table Light. Acrylic shade, hang from ceiling, and plugs into a wall outlet.



Corner Bookshelf. 3-piece unit: 2 two-shelf side units compliment a "hutch-style" center unit. Center unit has two drawers at the bottom and upper part contains two glass shelves creating 3 shelves inside the curio glass.



Hot Box (red color). This unit is for keeping previously cooked foods warm/hot. Temperature dial and gauge are located in the bottom panel. Rack dividers are fixed-shelf and a water pan is included in the bottom of the machine for optional humidity inside the box.



Warming Box/Proofing Oven. Raise dough for breads and rolls using the humidity setting. May also be used as a warming oven/hot box to keep cooked foods hot. Dual setting knobs located at the bottom for manipulating heating and humidity functions. A temperature gauge is also located at the bottom of the unit. Shelves are adjustable and there are additional racks stored on top of the unit.



Standard upright refrigerator/freezer unit.



Convection Oven. Excellent for baked goods. Air circulates heat while cooking. On the side panel are the temperature and timer knobs as well as switches for off/on and heat/cooling off settings. Temperature light turn off when the oven is up to temperature. Rack slide in and out for easy removal of hot pans.



Commercial Hobart Mixer. Free-standing mixer is ideal for mixing recipes multiplied for bulk cooking. Three speed settings. Lever lowers and raises bowl to accommodate mixing and adding ingredients as well as removal of bowl for transfer of mixture to baking pans or serving dishes. Comes with two sizes of bowls, two wire whisks (large one has some missing wires), two whipping paddles, and one dough hook.



Lamber Commercial Dishwasher. Switches on top panel include on/off, run, and drain. Drain motor needs repair. Dual lights indicate temperature-ready and running. Dishes wash in a three-minute cycle. No dish rack. Needs commercial soap and rinse aid to operate. No sanitizer needed. High temperature sanitizes dishes.



Commercial Gas Range and Oven. 6 burners on top and two oven shelves internally. Burner knobs as well as oven. Temperature knob are located on the front panel. Slide out tray under the burners for easy cleanup of spills.



16 Foot benches from old church building
Quantity: 3



Washer and Dryer. Large capacity. Agitator arm in center of washer. Load size, temperature and timer dials located on each machine. Washer has a bleach receptacle and dryer has a top-load lint trap.



Podium on casters makes it mobile. The cabinet locks and has a shelf inside.



Wooden locking cabinet.

Electronic Sound System. Comes with 2 speakers on stands and microphone(s). The sound system is in the white cabinet which locks.



Upright Grand Piano. Beautiful tones and easy touch. Fold out music stand inside of lid. Piano is on rolling casters and comes with a bench and cover.



Multiple Sink Units
Quantity: 3



SANTAQUIN CITY FIRE & EMS DEPARTMENT

Fire Chief Ryan Lind
firechief@santaquin.org

Phone: 801-754-3211

Cell: 385-329-6271

TO: Mayor Olson, City Council Members, Norm Beagley

FROM: Ryan Lind, Fire Chief

DATE: December 29th, 2023

RE: Multi-Jurisdictional Automatic Aid Agreement

As you may, or may not know, Santaquin Fire and EMS has historically had an Automatic Aid/Mutual Aid Agreement with the agencies in Utah County. This agreement has been in place for well over 20 years without any updates or modifications. As each of the communities has grown, and services have evolved and increased, the Utah County Fire Chiefs Association discussed updating this agreement. This new agreement allows all agencies in Utah County to work with each other, as well as extending this agreement into Juab and Salt Lake Counties with the Juab Fire District, Juab EMS, and Unified Fire Authority of Salt Lake.

This agreement has gone through several reviews by multiple agencies, and we feel that it is an agreement that will serve the agencies for years to come. Most of the agencies have already signed the agreement, and we are one of the last to do so.

I would like to make the recommendation to each of you that we sign this agreement, and replace the old, outdated, and antiquated agreement with this new agreement.

Please let me know if you have any questions or concerns.

Santaquin City Resolution 01-01-2024

A RESOLUTION OF THE SANTAQUIN CITY COUNCIL APPROVING A MULTI-JURISDICTIONAL AUTOMATIC AID, MUTUAL AID, FIRE, TRAINING, EMERGENCY MEDICAL, AND OTHER SERVICES AGREEMENT

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, the City finds that its cooperation with other public entities located in Utah County and Juab County that provide services for firefighting, training, emergency medical, and other services will benefit and is in the best interests of the City and such other entities;

WHEREAS, the City desires now to enter into an agreement providing for mutual aid for such services and setting forth appropriate terms and conditions for such an agreement; and

WHEREAS, the City Council finds that the terms and conditions of the attached agreement titled “Multi-Jurisdictional Automatic Aid, Mutual Aid, Fire, Training, Emergency Medical, and Other Services Agreement” are in the best interests of the City and desires to adopt said agreement.

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

Section 1. The attached agreement titled: Multi-Jurisdictional Automatic Aid, Mutual Aid, Fire, Training, Emergency Medical, and Other Services Agreement, sets forth terms and conditions consistent with the interests of Santaquin City, Utah, and is hereby adopted and approved.

Section 2. The Mayor is hereby authorized to execute said Agreement 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 2nd day of January, 2024.

Daniel M. Olson, Santaquin City Mayor

Attest:

Amalie R. Ottley, Santaquin City Recorder

Councilmember Art Adcock	Voted	___
Councilmember Brian Del Rosario	Voted	___
Councilmember Lynn Mecham	Voted	___
Councilmember Jeff Siddoway	Voted	___
Councilmember Travis Keel	Voted	___

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

a. Automatic Aid: Automatic aid responses will be based upon the immediate operational capacity in the receiving jurisdiction and need to respond with the nearest available resources, and will generally be dispatched as a matter of routine by applicable dispatch centers or public safety answering points (PSAPs). The responding Party will provide personnel and equipment, to the extent that such personnel and equipment are reasonably available, in the responding Party's sole discretion, based upon established practices which include dispatching protocols that are set forth and informally agreed upon by each individual Party. Automatic aid will typically be provided at no cost to the requesting Party. However, if the incident involving automatic aid is one in which cost recovery from a third party is available, pursuant to federal, State, or local law, such as hazardous materials release, the Party in whose jurisdiction the incident occurs is strongly encouraged to invoice and collect recoverable costs. In the event a Party receives such funds, the collecting Party will proportionally distribute funds to additional Parties as applicable pursuant to the relative costs incurred during the response.

b. Mutual Aid: Requests for mutual aid will typically be made at the Command level from one Party's EMS department, fire department or district to another for specific resources to deal with major incidents. Mutual aid will (absent special circumstances agreed upon at the time) be provided by responding parties without cost for the initial operational period of 12 hours. The reimbursement of costs for mutual aid beyond this initial operational period will be subject to and based upon an agreement between the requesting Party and responding Party established at the time of the request, a previously established agreement for cost allocation and/or reimbursement, or a responding Party may bill the receiving Party within 60 days of the end of the incident and the Parties will then determine the appropriate cost reimbursement. If the incident involving mutual aid is one in which cost recovery from a third party is available, such as hazardous materials release, the Party in whose jurisdiction the incident occurs is strongly encouraged to invoice and collect recoverable costs. In the event a Party receives such funds, the collecting Party will proportionally distribute funds to additional Parties as applicable pursuant to the relative costs incurred during the response. Nothing in this provision will preclude or supersede existing mechanisms for the provision of personnel and equipment for major incidents in programs such as fee-based wildland protection resources, FEMA Urban

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

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

5. INCIDENT COMMAND.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[signature pages attached after this page]

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

EXHIBIT "A"

AMERICAN FORK CITY

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

AMERICAN FORK CITY
CORPORATION

By: Brad Frost
American Fork City Mayor

ATTEST AND COUNTERSIGN:

City Recorder Recordation Date

APPROVED AS TO FORM
American Fork City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR AMERICAN FORK FIRE & RESCUE:

LONE PEAK FIRE DISTRICT

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

LONE PEAK FIRE DISTRICT

By: Brian Patten
Fire Chief

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

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR LONE PEAK FIRE DISTRICT:

TOWN OF CEDAR FORT

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

By: Wyatt Cook
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

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

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR CEDAR FORT FIRE DEPARTMENT

ELK RIDGE CITY

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

By: Robert Haddock
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Elk Ridge City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR ELK RIDGE FIRE DEPARTMENT:

TOWN OF GENOLA

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

By: Marty Larson
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Town of Genola Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR GENOLA FIRE DEPARTMENT

TOWN OF GOSHEN

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

By: Steven Staheli
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Town of Goshen Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR GOSHEN FIRE DEPARTMENT

LEHI CITY

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

LEHI CITY

By: Mark Johnson
Lehi City Mayor

ATTEST AND COUNTERSIGN:

City Recorder Recordation Date

APPROVED AS TO FORM
Lehi City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR LEHI FIRE DEPARTMENT:

MAPLETON CITY

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

MAPLETON CITY

By: Dallas Hakes
Mapleton City Mayor

ATTEST AND COUNTERSIGN:

City Recorder Recordation Date

APPROVED AS TO FORM
Maplton City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR MAPLETON FIRE & RESCUE:

NORTH FORK SPECIAL SERVICES DISTRICT

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

NORTH FORK SPECIAL
SERVICES DISTRICT

By:
Title:

ATTEST AND COUNTERSIGN:

District Recorder Recordation Date

APPROVED AS TO FORM

Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR NORTH FORK FIRE DEPARTMENT:

OREM CITY

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

OREM CITY

By: David Young
Orem City Mayor

ATTEST AND COUNTERSIGN:

City Recorder Recordation Date

APPROVED AS TO FORM
Orem City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR OREM CITY:

PAYSON CITY

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

PAYSON CITY

By: William Wright
Payson City Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Payson City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR PAYSON FIRE & RESCUE:

PLEASANT GROVE CITY

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

PLEASANT GROVE CITY

By: Guy Fugal
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Payson City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR PLEASANT GROVE FIRE DEPARTMENT:

PROVO CITY

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

PROVO CITY

By: Michelle Kaufusi
Provo City Mayor

ATTEST AND COUNTERSIGN:

City Recorder Recordation Date

APPROVED AS TO FORM
Provo City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR PROVO FIRE DEPARTMENT:

SALEM CITY

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

SALEM CITY

By: Kurt Christensen
Salem City Mayor

ATTEST AND COUNTERSIGN:

City Recorder Recordation Date

APPROVED AS TO FORM
Salem City Attorney's Office

Date _____

Sign _____

Print name: _____

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

SANTAQUIN CITY

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

SANTAQUIN CITY

By: Dan Olsen
Santaquin City Mayor

ATTEST AND COUNTERSIGN:

City Recorder Recordation Date

APPROVED AS TO FORM
Santaquin City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR SANTAQUIN FIRE & EMS:

SARATOGA SPRINGS CITY

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

SARATOGA SPRINGS CITY

By: Jim Miller
Saratoga Springs City Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Saratoga Springs City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR SARATOGA SPRINGS FIRE & RESCUE:

SPANISH FORK CITY

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

SPANISH FORK CITY

By: Mike Mendenhall
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Spanish Fork City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR SPANISH FORK FIRE & EMS:

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

SPRINGVILLE CITY

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

SPRINGVILLE CITY

By: Matthew Packard
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM
Springville City Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR SPRINGVILLE FIRE DEPARTMENT:

UNIFIED FIRE AUTHORITY

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

UNIFIED FIRE AUTHORITY

By:
Title:

ATTEST AND COUNTERSIGN:

Unified Fire Authority Recordation Date

APPROVED AS TO FORM
Unified Fire Authority Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR UNIFIED FIRE AUTHORITY:

UTAH COUNTY

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

UTAH COUNTY

By:
Title:

ATTEST AND COUNTERSIGN:

County Recorder Recordation Date

APPROVED AS TO FORM
Utah County Attorney's Office

Date _____

Sign _____

Print name: _____

CONTACT INFORMATION FOR UTAH COUNTY FIRE DEPARTMENT:

WOODLAND HILLS

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

WOODLAND HILLS.

By: Brent Winder
Mayor

ATTEST AND COUNTERSIGN:

City Recorder Recordation Date

APPROVED AS TO FORM
Woodland Hills Attorney's Office

Date _____

Sign _____

Print name: _____

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

Resolution 01-02-2024

A RESOLUTION APPROVING A SUB-RECIPIENT AGREEMENT WITH UTAH COUNTY FOR THE CONDUCT OF A COMMUNITY DEVELOPMENT PROJECT OR PROJECTS

WHEREAS, Utah County has entered into a grant agreement with the United States Department of Housing and Urban Development (“HUD”) for financial assistance to conduct a Community Development Block Grant Program (the “CDBG Program”); and

WHEREAS, Utah County is authorized to contract by sub-grant agreement with public entities or private non-profit entities for qualified activities and projects; and

WHEREAS, Utah County and Santaquin City, now desire to enter into a Sub-recipient Agreement under which Santaquin City will be sub-recipient of CDBG Program funds from Utah County under the County’s Urban-County CDBG Program;

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

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

Adopted and approved this 2nd day of January, 2024.

Daniel M. Olson, Mayor

Councilmember Art Adcock	Voted	___
Councilmember Brian Del Rosario	Voted	___
Councilmember Travis Keel	Voted	___
Councilmember Lynn Mecham	Voted	___
Councilmember Jeff Siddoway	Voted	___

ATTEST:

Amalie R. Ottley, City Recorder

UTAH COUNTY **Community Development** BLOCK GRANT

SUBRECIPIENT AGREEMENT

Agreement No. 20²³ -- _____

1. PARTIES: This agreement is among Utah County, referred to as the COUNTY, and the following SUB-RECIPIENT:

Organization: Santaquin City Project Name: Santaquin City Demolition
Address: 110 South Center Main Street
City, State, Zip: Santaquin, UT 84655 Grant #: B-23-UC-49-0003
Contact person: Shannon Hoffman CFDA #: 14.218
Phone: 801-754-3211
Email: shoffman@santaquin.org

2. AGREEMENT PERIOD: Commencing on December 15, 20²³ and terminating on December 31, 20²⁴.

3. AGREEMENT COSTS: The Sub-recipient will be reimbursed a maximum of 83.33% of the total project cost up to \$ 375,000.00 pursuant to the budget attached hereto as Attachment B.

4. ATTACHMENTS:

- Attachment A - Project Application including Scope of Work, Project Timeline, and Staffing Plan
- Attachment B - Line-Item Budget
- Attachment C- Project Eligibility Review

Agreement No. 20²³- _____

SUBRECIPIENT AGREEMENT FOR THE CONDUCT OF A COMMUNITY DEVELOPMENT PROJECT OR PROJECTS

AGREEMENT BETWEEN Utah County and the Sub-recipient

THIS SUB-RECIPIENT AGREEMENT is entered into and shall be effective as of the 15th day of December, 20²³, by and between Utah County, a body corporate and politic of the State of Utah, (hereinafter the "COUNTY"), and Santaquin City (hereinafter the "SUB-RECIPIENT").

RECITALS

A. Utah County has entered into a grant agreement with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a Community Development Block Grant Program (the "CDBG Program") pursuant to Title I of the Housing and Community Development Act of 1974 (the "Act"), as amended, and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant ("CDBG") programs, 24 Code of Federal Regulations ("CFR") Part 570, as amended, (the "Rules and Regulations");

B. As provided in the Rules and Regulations, the County is authorized to contract by sub-grant agreement with public entities or private non-profit entities for qualified activities and projects; and

C. Under this sub-grant agreement, the Sub-recipient will be sub-recipient of CDBG program funds from Utah County under the County's Urban-County CDBG Program.

THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the County and the Sub-recipient agree as follows:

I. SCOPE OF SERVICE

A. Activities

The Sub-recipient will be responsible for administering a CDBG Year 2022 Utah County Community Development Block Grant Program in a manner satisfactory to the County and program administrator and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Please refer to the attached Scope of Work which includes a schedule of services delivered.

The Sub-recipient agrees to notify Utah County and the program administrator and receive the County's or program administrator's written approval, in amendment form, prior to implementing any change in program activities, budget, or design (as specified in the Attachments) or before changing principle location of service delivery as specified herein.

General Administration

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR §570.208.

The Sub-recipient certifies that the activities carried out under this Agreement will meet the "benefit low- and moderate-income persons" CDBG National Objective in the following way(s):

Benefitting low- and moderate-income persons

SLUMS/BLIGHT Spot Basis

C. Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabilitated, persons or households assisted, or meals served, and should also include time frames for performance. The Sub-recipient agrees to provide the levels of program services based on the schedule set forth in the attached Scope of Work document.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior consent of the County and/or program administrator. Please refer to the Staffing Plan attached which provides a list of staff and time commitments to be allocated to the activities specified in the Scope of Work.

E. Performance Monitoring

The County and program administrator will monitor the performance of the Sub-recipient against goals and performance standards as stated above. Substandard performance as determined by the County and program administrator will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the County and/or program administrator, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on the 15th day of December, 2023 and end no later than on the 31st day of December, 2024. Services performed will follow the Project Timeline set forth in Attachment A. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the County remains in control of CDBG funds or other CDBG assets designated for this project including program income as outlined in 24 CFR §570.504.

III. BUDGET

The Sub-recipient shall attach a Budget as Attachment B detailing estimated expenses for the project.

Any indirect costs charged must be consistent with the conditions of Attachment B - Budget of this Agreement. In addition, the County or program administrator may require a more detailed budget breakdown than the one contained herein, and the Sub-recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County or program administrator and the Sub-recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed \$ 375,000.00. Draw-downs for the reimbursement of eligible incurred expenses shall be made against the line item budgets specified in Attachment B herein and in accordance with performance, availability of funds, and authorization by the County and program administrator. Expenses for general administration shall also be paid against the line item budgets specified in Attachment B and in accordance with performance.

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Program administrator

Jessica DeLora
Community and ED Program Director
Mountainland Association of Governments
586 E. 800 N.
Orem, UT 84097
jdelora@mountainland.org
(801) 229-3831
Fax: (801) 229-3801

Sub-recipient

Contact person: Shannon Hoffman
Title: Finance Director
Organization: Sanatquin City
Address: 110 South Center Main Street
City, State, Zip: Santaquin, UT 84655
Email: shoffman@santaquin.org
Phone: 801-754-3211
Fax: _____

VI. SPECIAL CONDITIONS

Special Conditions, if any, will be included in attachment form.

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-recipient does not assume the recipient's environmental responsibilities described in 24 CFR §570.604 and (2) the Sub-recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with

respect to the services to be performed under this Agreement. The County and program administrator shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

The Sub-recipient shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind Utah County or Mountainland Association of Governments (MAG) to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the County or MAG, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Sub-recipient. The Sub-recipient shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the County for these contract services. Persons employed by the County or MAG and acting under the direction of the County or MAG shall not be deemed to be employees or agents of Sub-recipient.

C. Hold Harmless

The Sub-recipient shall hold harmless, defend, and indemnify the County and CDBG program administrator, (Mountainland Association of Governments,) from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of their employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Sub-recipient shall comply with the bonding and insurance requirements of 2 CFR Part 200, Subpart D, and shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.

F. Grantee Recognition

The Sub-recipient shall undertake efforts to ensure recognition of the role of the County in providing services through this Agreement. For example, activities, facilities and items utilized pursuant to this Agreement may be prominently labeled as their funding source. In addition, the Sub-recipient may include a reference to the support provided herein in publications made possible with funds made available under this Agreement.

G. Amendments

The County or Sub-recipient may amend this Agreement at any time provided that such amendment makes specific reference to this Agreement, and is executed in writing,

signed by a duly authorized representative of each organization, and approved by the County's governing body. Such amendment shall not invalidate this Agreement, nor relieve or release the County or Sub-recipient from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modification will be incorporated only by written amendment signed by both County and Sub-recipient.

This Agreement may be altered, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of this Agreement. No claim for services furnished by the Sub-recipient, not specifically authorized by this Agreement will be allowed by the County. Automatic renewals will not apply to this contract.

H. Suspension or Termination

In accordance with 2 CFR Part 200, Subpart D, the County may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which include but are not limited to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Sub-recipient to the County reports that are incorrect or incomplete in any material respect.

Utah County and/or the program administrator will issue a written notice of default providing a ten (10) day period in which Sub-recipient will have an opportunity to cure. Time allowed for cure will not diminish nor eliminate Sub-recipient's liability for damages. If the default remains after Sub-recipient has been provided the opportunity to cure, the County and/or the program administrator may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related agreements or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the Agreement; 4. Suspend Sub-recipient from receiving future solicitations.

In accordance with 2 CFR Part 200, Subpart D, this Agreement may also be terminated for convenience by either the County or the Sub-recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the award will not

accomplish the purpose for which the award was made, the County may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR Part 200, Subpart D, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200 Subpart E, "Cost Principles," as applicable.

These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR §570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to determine the eligibility of project beneficiaries including approved methods of income verification and residency at the time service
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

- g. Financial records as required by 24 CFR §570.502, and 2 CFR Part 200, Subpart D; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Record Retention and Availability

The Sub-recipient shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to the Sub-recipient pursuant to this Agreement. These records shall be retained by the Sub-recipient for at least four (4) years after the Agreement terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Sub-recipient agrees to allow Utah County, Mountainland Association of Governments, and Federal auditors and staff, access to all the records related to this Agreement for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not be limited to: client name, address, income level, residency, and/or other basis for determining eligibility, and description of service provided. Such information shall be made available to HUD, the Grantee, and/or CDBG program administrator monitors or their designees for review upon request.

4. Disclosure

The Sub-recipient acknowledges that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-recipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable) to the County, and

determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

6. Audits and Inspections

All Sub-recipient's records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, (HUD,) grant program administrator, (MAG,) and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Sub-recipient audits and 2 CFR Part 200 Subpart F, "Audit Requirements."

In accordance with 2 CFR Part 200 Subpart F, "Audit Requirements," state and local governments or non-profit organizations that expend \$750,000 or more in total federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed. Determining the amount of federal funds received shall be based on actual cash spent, not notice of an award or execution of this or any other contracts. Recipients that expend less than the federal assistance threshold are exempt from the Single Audit requirement. All Sub-recipient's, regardless of Single Audit eligibility, will make all pertinent financial records available for review, monitoring or audit, in a timely manner to appropriate officials of the federal granting agency, Utah County, Mountainland Association of Governments, any pass-thru entity and/or the General Accounting Office. Likewise, recipients may be asked to confirm in writing that their expenditure of federal funds did not exceed the designated threshold in the appropriate fiscal year. The Sub-recipient's most recent audit shall be completed and submitted to the County and/or program administrator in a timely manner upon completion of the CDBG project.

A. Reporting and Payment Procedures

The Sub-recipient shall report at least quarterly all expenses incurred and associated project activities carried out with CDBG and non-CDBG funds. The Sub-recipient shall follow the reimbursement request process as set forth by the County and CDBG program administrator. Reimbursements are subject to the following but not limited to: eligibility of expenses, proper reporting and expense documentation, availability of funds, and authorization by the County and CDBG program administrator.

a. Payment Withholding

The Sub-recipient agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of the County or program administrator, Sub-recipient record keeping practices and/or reporting to the County or program administrator are not conducted in a timely and satisfactory manner, the County or program administrator may withhold part or all of the payments under this Agreement until such time as in the opinion of the County and/or program administrator such deficiencies have been remedied. In the event of payment(s) being withheld, the County or program administrator agrees to notify the Sub-recipient in writing immediately upon denial of payment of the reasons for the denial and of the actions that the Sub-recipient will need to take to bring about the release of withheld payments.

In addition to the possible denial of payment noted above, the Sub-recipient agrees that, upon execution of this Agreement, the County will retain the final 10 percent of the total amount specified herein until the program administrator and/or County have conducted a monitoring interview. This interview will be to document appropriate expenditure of the 90 percent of the contract funds received.

If any areas of non-compliance with CDBG regulations requiring correction on the part of the contractor are noted, the County and/or program administrator reserve the right to refuse the request for final fund draw-down until satisfactory evidence of compliance has been submitted.

b. Ineligible Expenses

Sub-recipient expenditures under this Agreement determined to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Agreement, because they are not eligible under CDBG regulations, or that are inadequately documented, and for which payment has been made to the Sub-recipient will be immediately refunded to the County by the Sub-recipient. The Sub-recipient further agrees that the County shall have the right to withhold any or all subsequent payments under this or other Agreements to the Sub-recipient until the recoupment of overpayments or ineligible payments is made.

c. Non-Appropriation of Funds

The Sub-recipient acknowledges that neither Utah County nor Mountainland Association of Governments can contract for the payment of funds not yet appropriated by the U.S. Department of Housing and

Urban Development. If funding to Utah County is reduced due by Congressional order, or if federal funding is not provided, the County may terminate this Agreement or proportionately reduce the services and purchase obligations and the amount due from the County upon 30 days written notice. In the case that funds are not appropriated or are reduced, the County will reimburse the Sub-recipient for products delivered or services performed through the date of cancellation or reduction, and neither Utah County nor Mountainland Association of Governments will be liable for any future commitments, penalties, or liquidated damages.

d. Unused Funds

Any funds authorized by the Utah County CDBG Program that are not used in the completion of the Scope of Work- Attachment A are not eligible for reimbursement.

e. Public Information

Except as identified in writing and expressly approved by Utah County and Mountainland Association of Governments, the Sub-recipient agrees that the Agreement and related Sales Orders, Invoices, and other expense documentation will be public documents, and may be available for distribution. The Sub-recipient gives the County and Mountainland Association of Governments express permission to make copies of the Agreement, the response to the solicitation, and related Sales Orders, Invoices, and other expense documentation in accordance with the State of Utah Government Records Access and Management Act.

1. Program Income

The Sub-recipient shall report at least quarterly all program income (as defined at 24 CFR §570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR §570.504. By way of further limitations, the Sub-recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of

administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

3. Payment Procedures

The County will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and County policy concerning payments. Payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Sub-recipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the Sub-recipient.

4. Progress Reports

The Sub-recipient shall submit no less than one Progress Report to the County and/or program administrator in the form, content, and frequency as required by the County.

Utah County and the program administrator will closely monitor the Sub-recipient's progress according to milestones outlined in Attachments A and B, and in accordance with the Agreement deadline. If the Sub-recipient fails to meet these milestones, Utah County and/or the program administrator may invoke the right to terminate the Agreement on the basis that it cannot be completed within the Agreement time limits. Utah County and/or the program administrator must give the Sub-recipient a 45-day notice of termination, and if the Sub-recipient can meet the deadlines then the termination will be canceled and the project may proceed. The Sub-recipient may appeal termination notices. Appeals must be made in writing within 10 days following the receipt of the notice of termination. The Utah County CDBG Area Review Committee will arbitrate in appeals cases. The Sub-recipient does not need to be in attendance at the appeals meeting, and decisions can be made based on telephone communication, faxes, and E-Mail. Non-construction projects may be extended on a case-by-case basis by the County and/or program administrator based on need, the application of written criteria, and approval or consent from the Utah County CDBG Area Review Committee.

B. Procurement

1. Compliance

The Sub-recipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income,

property, equipment, etc.) shall revert to the County upon termination of this Agreement.

The Sub-recipient understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Utah County or Mountainland Association of Governments is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the County or Mountainland Association of Governments, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-recipient shall obtain written approval from the County and/or program administrator for any travel outside Utah County, Utah for which they will request to be reimbursed.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200, Subpart D, and 24 CFR 570.502, §570.503, and §570.504, as applicable, which include but are not limited to the following:

1. The Sub-recipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR §570.208 until five (5) years after expiration of this Agreement. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-recipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program

income to the County. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment is acquired, in whole or in part, with funds under this Agreement and is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-recipient for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR §570.606(b); (b) the requirements of 24 CFR §570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and (c) the requirements in 24 CFR §570.606(d) governing optional relocation policies.

The Sub-recipient shall provide relocation assistance to displaced persons as defined by 24 CFR §570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub-recipient also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.

The Sub-recipient certifies that all real property acquired and all displacements of persons resulting from the proposed CDBG project will be carried out under the provisions of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 as amended by the Uniform Relocation Act Amendments of 1987 Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987. The Sub-recipient further certifies that all displacements of persons resulting from the proposed CDBG project will be carried out in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended and in conformance with the Residential Anti-displacement and Relocation Assistance Plan and Certification adopted by the Board of County Commissioners, Utah County, Utah on April 9, 1996.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Sub-recipient agrees to abide by the provisions of the following:

- (1) Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968 as amended (42 USC 2000e) which prohibits discrimination against any employee, applicant for employment, or applicant or recipient of services, on the basis of race, religion, color, or national origin
- (2) Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended
- (3) Architectural Barriers Act of 1968 as amended (42 USC 4151)
- (4) Section 504 of the Rehabilitation Act of 1973 as amended (28 USC 792, 794) which prohibits discrimination against the individuals with disabilities or handicaps in any Federally-assisted program
- (5) Americans with Disabilities Act of 1991 which prohibits discrimination on the basis of disabilities
- (6) Age Discrimination Act of 1975 (45 CFR 90) which prohibits discrimination on the basis of age
- (7) Executive Order 11063
- (8) Executive Order 11246 (41 CFR 60-1.4(b)) as amended by Executive Orders 11375, 11478, 12107 and 12086
- (9) Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

The Sub-recipient further certifies that it will affirmatively further fair housing.

2. Excessive Force

The Sub-recipient certifies that it will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act.)

3. Drug-Free Workplace

Pursuant to the Drug-Free Workplace Act of 1988, 42 USC §701, the Sub-recipient certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 24 CFR part 24, subpart F.

4. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR §570.601 and §570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be

erected thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees to be committed to carrying out pursuant to the County's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(3) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(4) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies

invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230)

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632). "Minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own sub-recipient or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the County, Mountainland Association of Governments, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that they are Equal Opportunity or Affirmative Action employers.

6. Subcontract Provisions

The Sub-recipient will include all the provisions of Section X of this Agreement in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to abide by provisions of:

(1) the Davis-Bacon Act as amended and shall compile evidence certifying that all laborers and mechanics employed by Sub-recipient or subcontractors on construction work assisted under this agreement are paid wages at rates not less than those prevailing on similar construction in the locality as determined by the U.S. Department of Labor,

(2) the Copeland "Anti-Kickback Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5 requiring weekly payment of employees and weekly submission of payroll records by the Sub-recipient to the contracting agency,

(3) the Contract Work Hours and Safety Standard Act (40 U.S.C. 327 *et seq.*) requiring that workers received "overtime" compensation at a rate of 1 ½ times their regular hourly wage after having worked more than 40 hours in one week; and

(4) all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

The Sub-recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available in a timely manner to the County, program administrator, or U.S. Department of Housing and Urban Development for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Sub-recipients and their sub-contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipients of their obligation, if any, to require payment of the higher wage. The Sub-recipients shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this contract and binding upon the County, the Sub-recipient and any of the Sub-recipient’s sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the County, the Sub-recipient and any of the Sub-recipient’s sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Sub-recipient further agrees to ensure that in the following circumstances, opportunities are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located, and that where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs: opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project.

The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

The Sub-recipient certifies and agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135, if the minimum thresholds for Section 3 covered housing and community development assistance are met.

b. Subcontracts

The Sub-recipient will include the aforementioned "Section 3" Clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has affirmed its ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Sub-recipient shall neither assign nor transfer any interest in this Agreement without the prior written consent of the County thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

2. Debarment

The Sub-recipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Sub-recipient cannot certify this statement, attach a written explanation for review by Utah County and/or the program administrator. The Sub-recipient must notify the County and program administrator within 30 days if debarred by any governmental entity during the Agreement period.

3. Warranty

The Sub-recipient warrants that (a) all services shall be performed in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards; and (b) all goods or products furnished

pursuant to this Agreement shall be free from defects and shall conform to contract requirements. For any item that the County and/or program administrator determine do not conform with the warranty, the County or program administrator may arrange to have the item repaired or replaced, or services redone as needed, either by the Sub-recipient or by a third party at the County's or program administrator's option, at the Sub-recipient's expense.

4. Subcontracts

a. Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the County and/or program administrator prior to the execution of such agreement.

Subcontract arrangements must be executed in writing and obtain written consent in advance by Utah County and/or the program administrator. The Sub-recipient is responsible for managing the operations of any subcontracted activities. The Sub-recipient must monitor subcontracted activities to ensure compliance with the provisions of the subcontract agreement, with this Agreement, and with applicable Federal, State, and local requirements and performance objectives.

b. Monitoring

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. These reports will be maintained to the satisfaction of and made available to the County, program administrator, or U.S. Department of Housing and Urban Development in a timely manner upon request.

c. Content

The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements or upon another basis as approved by the County and/or program administrator and properly documented. Executed copies of all

subcontracts shall be forwarded to the program administrator along with documentation concerning the selection process.

5. Hatch Act

The Sub-recipients agree that no funds provided nor personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the USC.

6. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 2 CFR Part 200 and §570.611, which include (but are not limited to) the following:

- a. The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of a Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter unless approved by a majority of the Utah County CDBG Area Review Committee in such rare cases as might be necessary. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Sub-recipient, or any designated public agency.

7. Lobbying

The Sub-recipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. Copyright

If this contract results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

9. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR §570.200(j) such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

The Sub-recipient agrees to abide by provisions of the National Environmental Policy Act of 1969 and other provisions of law which further the purposes of such Act as required by Title 1 of the Housing and Community Development Act of 1974 as amended and in compliance with the Environmental Review Procedures of the Community Development Block Grant Program at 24 CFR Part 58 and any subsequent regulations issued by the U.S. Department of Housing and Urban Development implementing the Housing and Community Development Amendments of 1981.

No project or any activities associated therewith can be initiated prior to the Environmental Release of Funds including but not limited to: bidding, acquisition, site clearance, demolition, or any other activity that could be construed as "choice limiting." If expenses are incurred for a project prior to the Environmental Release of Funds they will not be reimbursed and it is considered grounds for termination of the Agreement.

Payment of this Agreement is conditioned upon the Sub-recipient's:

- Submission of an appropriate environmental review that demonstrates the required compliance with the National Environmental Policy Act (NEPA) prior to any obligation or commitment of funds.
- Submission of acceptable documentation specifying the definite commitment of all additional funds necessary for completion of this project as detailed in the Budget, Attachment B and application.
- Submission of satisfactory evidence to the County and program administrator that a contract has been signed to perform the work required.
- Verification that the project is in compliance with the most recent version of the Utah County CDBG Consolidated Plan.

A. Air and Water

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

Plans for culinary water projects and/or waste water treatment plants shall be sent to the Utah, Department of Environmental Quality (DEQ). Approval or concurrence from the DEQ is required prior to completing the Environmental Review as part of the National Environmental Policy Act.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the Utah State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. CONFLICT OF TERMS

All Terms and Conditions that apply must be in writing and attached to this Agreement, and no other Terms and Conditions will apply to this Agreement.

XV. FORCE MAJURE

Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The County and/or program administrator may terminate this Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

XVI. AGREEMENT JURISDICTION, CHOICE OF LAW, AND VENUE

The provisions of this Agreement shall be governed by the laws of the State of Utah. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Utah County, Utah, in the Fourth Judicial District Court for Utah County or other venue as agreed upon in writing by the parties involved.

XVII. WAIVER

The County's failure to act with respect to a breach by the Sub-recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the County, program administrator, U.S. Department of Housing and Urban Development, or Department of Labor to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between or among the County, program administrator, and Sub-recipient with respect to this Agreement.

ATTACHMENTS:

A- Scope of Work, Project Timeline, and Staffing Plan

B- Budget

C- U.S. Department of Labor Wage Decision (if applicable)

D- _____

E- _____

F- _____

G- _____

H- _____

Date: _____

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date written above.

By: _____ and By: ^{DocuSigned by:} *Daniel M Olson*

 COMMISSIONER, BOARD OF COMMISSIONERS, SUB-RECIPIENT PROJECT
 MANAGER UTAH COUNTY, UTAH

Attest: _____
UTAH COUNTY DEPUTY CLERK

Attest: _____
SANTAQUIN CITY RECORDER

By: _____
SUB-RECIPIENT FINANCE OFFICER

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

SUB-RECIPIENT Fed. I. D. # 87-6000900

By: _____
UTAH COUNTY DEPUTY ATTORNEY

By: _____
CONTRACT COMPLIANCE SUPERVISOR

C. Project Description

Completed by shoffman@santaquin.org on 2/6/2023 4:39 PM

Case Id: 30254

Name: Santaquin City - 2023

Address: *No Address Assigned

C. Project Description

Please provide the following information.

PROJECT DESCRIPTION

C.1. Provide a brief description of the project.

Elimination of Spot Blight by demolition of an abandoned and deteriorating structure. This project will include asbestos abatement, demolition of the old Jr. High/City Office built in 1935 and the Senior Citizens building that are connected by interior walls, hauling off debris, utility preservation and reclamation of the site. Both buildings have structural issues, do not meet building code or ADA and seismic standards and are unsafe for continued use.

C.2. What is the approximate total project cost?

\$450,000.00

C.3. What is the requested grant amount?

\$375,000.00

C.3. Describe the geographic area/address of the area being served, or describe the beneficiaries being served (ex: senior scenter serving residents from Springville and Spanish Fork).

The project is located at 45 West 100 South and 55 West 100 South in Santaquin City adjacent to the new Santaquin City Hall, Library, and Chieftain Museum. This project will benefit the entire community by removing blight in an area where people will gather for community service and events.

PROJECT NEED

C.4. Describe the need for your project. How will residents, the community, and/or clients benefit if your project is funded.

These buildings no longer meet the needs of the city. Costs to make improvements on these buildings were evaluated and determined to be to very high. Over the last several years the facilities have become more run down and continue to have structural issues and safety concerns. Santaquin City is currently constructing a new City Hall, which will become a new place for the Senior Citizens to gather. With these two facilities being vacant or becoming vacant, it is evident that the city will have to move forward with demolition and site reclamation to provide a safe and aesthetically pleasing place for its citizens to gather. Since the building is vacant, it has become a target for vandalism which as just added to its unsightly and dangerous state.

C.5. What supporting evidence and/or data do you have to substantiate this need?

In 2016 an structural analysis and cost estimate to refurbish the old Jr. High and Seniors Center was performed as city officials tried to determine to best way to move forward. In this analysis It was determined that in order to retrofit the old school building and senior center to meet seismic (structural) standards, it would cost more than \$2.7 million (estimate was in 2016 and would likely be more today). This estimated amount does not include any retrofitting or remodeling of the building that would be required to bring it up to ADA compliance or to demo and remodel the interior. This additional work would likely be over several million dollars for both buildings (2016 analysis is available

upon request). Also, attached are several pictures showing the current dilapidated condition of the old Jr High and the attached Senior Citizens facility.

PROJECT BENEFICIARIES

C.6.

Category	Number/Percent
Total City/Town Population	16,500
Total number of residents that will benefit from the project (beneficiaries)	16,500
Percent of residents that will benefit from this project	100
Cost per beneficiary (CDBG request amount divided by the number of beneficiaries)	165.00
Total number of beneficiaries that are low- or moderate-income (LMI)	N/A
Percent LMI	N/A

C.7. Describe how beneficiary figures were obtained or data sources used.

Population data was taken from the 2020 Census data, number of building permits issues by the City and other data sources. Low to moderate beneficiary data is not applicable, as this project is focused on elimination of specific conditions of blight and physical decay on a spot basis by demolition and clearance of a vacant, deteriorated, and abandoned building.

LOW- AND MODERATE INCOME BREAKDOWN: BASED ON HUD LMI GUIDELINES, CALCULATE THE BREAKDOWN OF LMI PERSONS YOUR PROJECT WILL SERVE. PERCENT OF TOTAL BENEFICIARIES IS CALCULATED BY DIVIDING THE NUMBER OF PERSONS SERVED IN AN INCOME CATEGORY BY THE TOTAL NUMBER OF PERSONS SERVED AND MULTIPLYING BY 100.:

C.8.

AMI	Number to be served	Percentage
81%+	0	0.00%
51-80% AMI	0	0.00%
31-50% AMI	0	0.00%
0-30% AMI	0	0.00%
TOTAL	0	0.00%

C.9. Describe how LMI Benefit figures were obtained or data sources used.

Low to moderate beneficiary data is not applicable, as this project is focused on elimination of specific conditions of blight and physical decay on a spot basis by demolition and clearance of a vacant, deteriorated, and abandoned building.

PROJECT TIMELINE

C.10. Please provide a detailed timeline of all project activities and milestones

Printed By: Claudia Saldana on 12/21/2023

Milestone	Approximate Start Date	Approximate End Date	Notes
Remove all items from building/move Seniors to new facility	08/01/2023	08/31/2023	
Asbestos Abatement	09/01/2023	09/30/2023	
Utility & HVAC preservation to Chieftain Museum	09/01/2023	10/31/2023	
Demolition of Buildings/Debris Haul Off/Site Reclamation	11/01/2023	11/30/2023	

^{DS}
DMS

D. Budget**Case Id:** 30254**Name:** Santaquin City - 2023**Address:** *No Address Assigned

Completed by shoffman@santaquin.org on 2/6/2023 1:47 PM

D. Budget

Please provide the following information.

D.1. Budget - Indicate your estimated project line-time budget:

Line Item	Requested Utah County CDBG	Other Leverage Funds
Asbestos Sampling & Report	\$0.00	\$7,250.00
Asbestos Abatement	\$119,125.00	\$0.00
Demolition/Hauling off debris	\$82,280.00	\$0.00
Landfill Use for Debris (in-kind)	\$0.00	\$14,500.00
Preserve Utilities to Museum	\$123,000.00	\$0.00
Contingency	\$50,595.00	\$53,250.00
TOTAL	\$375,000.00	\$75,000.00

D.2. CDBG Request and Other Sources of Funding: If known, please specify other sources of funds, and indicate below if these are committed. Total project cost should equal the sum of all listed sources of funds.

Funding Source	Source Name (provide details on Source)	Total Amount	Funding Status
CDBG Request	CDBG	\$375,000.00	Non-Committed
Other HUD Source		\$0.00	
Other State/Local Source	Santaquin City - General Fund	\$60,500.00	Committed
Other (specify below).	Santaquin City In-Kind (Landfill Fees)	\$14,500.00	Committed
TOTAL		\$450,000.00	

If other, please explain.


Printed By: Claudia Saldana on 12/21/2023

Appendix 1-2



PROPOSED ACTIVITY WORKSHEET

Project Name: FY23 Santaquin City Demo

Sub-Recipient: Santaquin City

Address: 275 W Main Street

City/State/Zip: Santaquin, UT 84655

Project Manager/Title: Shannon Hoffman

Email: shoffman@santaquin.org

Detailed Project Description:

Demolition and clearance of an abandoned and deteriorated structure. This project will consist of testing for asbestos, removal of asbestos, demolition of the structure, hauling off of asbestos, and building debris and site restoration.

Supports the Consolidated Plan through:

Public Facilities and Infrastructure Improvements: Provide funding for improvements to public facilities and infrastructure.

Total Project Cost:

\$400,000.00

Total CDBG Award:

\$375,000.00

Project Completion Date:

12/31/2024

Appendix 1-2

STEP #1 ELIGIBILITY

A. Eligible Activity with Matrix Code

04 Clearance and Demolition

B. Specify Allowable Cost

Project costs are allowable under CDBG guidelines and regulations

C. Additional Considerations

This activity **IS NOT** subject to additional considerations.

This activity **IS** subject to additional considerations.

Applicable Considerations:

STEP #2 PROHIBITION

A. Ineligible Activity Review

This activity **DOES NOT** fall within one or more categories of prohibited activities.

This activity **DOES** fall within one or more categories of prohibited activities.

Applicable Categories:

Appendix 1-2

B. Further Considerations

If any doubt exists about the above conclusion, engage in further consultations with local and Federal officials.

No further consultation needed.

Further consultation needed.

Outcomes of consultations:

STEP #3 NATIONAL OBJECTIVES

A. Criteria for Objectives

National Objective met by this activity:

Benefitting low- and moderate-income persons

National Objective Criterion met by this activity:

SLUMS/BLIGHT Spot Basis

B. Performance Objectives and Outcomes

Performance Objective:

Creating a Suitable Living Environment

Performance Outcome:

Improving Sustainability by Promoting Viable Communities

C. Accomplishment Type

Persons

Appendix 1-2

D. Confidential?

Yes

No

E. Activity Purpose

- | Yes | No | |
|--------------------------|-------------------------------------|---------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Help Prevent Homelessness? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Help the Homeless? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Help those with HIV/AIDS? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Help Persons with Disabilities? |

F. Records to be Maintained

No beneficiary tracking because this is a slum/blight project.

STEP #4 OVERALL BENEFIT

A. Beneficiary Tracking and Reporting

- LMI Survey Completed
Date of Survey

- Presumed LMI Population
Select Population:

- Quarterly Project Beneficiary Tracking

- Presumed Area Benefit

Appendix 1-2

Census Data
2020

B. Total Number of Project Beneficiaries

16,500

C. Total Number of LMI Beneficiaries

16,500

D. Calculation of the Overall Expenditure Benefit

A calculation of overall expenditure benefit of all proposed activities is completed by the Program Coordinator.

This activity **DOES NOT** cause a violation of the certification.

This activity **DOES** cause a violation of the certification.

STEP #5 OTHER FEDERAL REQUIREMENTS

Required Environmental Review

Required Davis-Bacon and Section 3 Compliance

List any other Federal Requirements that are applicable to this proposed project and will necessarily be addressed in the future.

PROCEDURES COMPLETED BY:

DocuSigned by:
Claudia Saldana
DD4A704BEAE94EE

(Name)

Program Coordinator

(Title)

5/3/2023

(Date)

Appendix 1-2

CERTIFICATION:

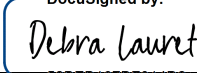
The proposed activity has been described in sufficient detail for the compliance procedures to be completed.

It has been clearly established that the activity is listed among the basic eligible activities under the CDBG program.

It has been determined and recorded that the activity is not prohibited. It has been determined that the activity meets one or more of the national objectives of the CDBG program. Records that document such compliance have been described above and are placed in the project LMI survey files or in Neighborly.

It has been determined that the activity described will not result in a violation of the primary benefit certification.

I certify that the compliance procedures for this proposed activity were satisfactorily completed. Upon this review they are approved.

<p><small>DocuSigned by:</small>  <small>328EB187BF014D2...</small></p> <hr/> <p>(Name)</p>	<p>CDBG Program Manager</p> <hr/> <p>(Title)</p>	<p>5/3/2023</p> <hr/> <p>(Date)</p>
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ORDINANCE NO. **DRAFT**

AN ORDINANCE **CREATING PROVISIONS FOR FOOD TRUCKS**, PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE ORDINANCE.

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

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

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

WHEREAS, the City Council desires to support local businesses that have food trucks; and

WHEREAS, the Santaquin City Planning Commission held a public hearing on October 10, 2023, which hearing was preceded by the posting of public notice on the City's website (www.santaquin.org), on the State of Utah's Public Notice Website, and in at least three public places within the City limits of Santaquin City in accordance with Section 10-3-711 of the Utah State Code; and

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

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

Section I. Amendments

Title 10, Chapter 16, Section 315 is created as follows: (underlined text is added, stricken text is deleted)

10.16.315 FOOD TRUCKS

All food trucks shall conform to State law and shall meet with the Community Development Department to understand and comply with the following local regulations:

A. Food trucks may only use City property in the City designated area at the northeast corner of Centennial Park for business operations.

B. Food trucks must be parked in the designated areas and in the orientation determined by the City. Parking spots for the food trucks are available on a first-come, first-served basis unless otherwise determined by the City for a special event or purpose.

C. Food trucks will only be allowed to do business in the City designated area all year. Hours for operation are Monday through Friday 10:00 am to 9:00 pm. Food trucks shall not be parked or stored on City property or in the associated right-of-way overnight.

D. The City, at its discretion, may require that a food truck leave the premises due to the following:

1. The food truck does not meet the requirements described in this section.

2. The food truck...

E. The Centennial Park pavilion is available for customers to use as long as the pavilion is not already reserved for a private event. Additional sitting areas, umbrellas, tables, chairs, etc. that the food truck would like to set up are not allowed.

F. Food trucks shall not provide any additional signage than what is already on the food truck.

G. Power will not be available to Food Trucks at Centennial Park. Extension cords cannot be run to power sources. If power is needed, food trucks may bring their own generators.

Section II. Severability

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

Section III. Contrary Provisions Repealed

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

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

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

Section V. Posting and Effective Date

This ordinance shall become effective at 5:00 p.m. on Wednesday, October 18, 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 17th day of October, 2023

Daniel M. Olson, Mayor

Councilmember Art Adcock	Voted	___
Councilmember Brian Del Rosario	Voted	___
Councilmember Lynn Mecham	Voted	___
Councilmember Jeff Siddoway	Voted	___
Councilmember Travis Keel	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 17th day of October 2023, entitled

“AN ORDINANCE CREATING PROVISIONS FOR FOOD TRUCKS, 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 17th day of October 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.

I further certify that copies of the ordinance were posted online at 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 this ____ day of _____, 20__, by AMALIE R.OTTLEY.

My Commission Expires:

Notary Public

Residing at Utah County