

CITY COUNCIL REGULAR MEETING

Tuesday, February 16, 2021, at 7:00 PM Court Room/Council Chambers (2nd Floor) and Online

MEETINGS HELD ONLINE ONLY

Pursuant to recent updates from the Utah State Department of Health regarding the number of people allowed to gather physically for a public meeting, there will be no in-person participation. The public is invited to participate electronically as outlined below:

• YouTube Live – Public meetings will be shown live on the Santaquin City YouTube Channel, which can be found at https://www.youtube.com/channel/UCTzZT_yW2H2Hd-58M2_ddSw or by searching for Santaquin City Channel on YouTube.

PUBLIC COMMENT & PUBLIC HEARING PARTICIPATION

As with all City Council and Planning Commission Meetings, we will continue to invite the public to provide "Public Comment" (30-minute duration, maximum of 5-minutes per comment). We will also continue to hold Public Hearings, as needed, and required on specific issues. We invite the public to provide comment in the following ways:

- By Email Comments will be accepted by email up to 5:00 P.M. on the date of the meeting. Comments will be read during the meeting and made part of the official record of the city. Comments should be submitted to <u>PublicComment@Santaquin.org</u>
- **By Telephone** For those who would like to have their own voice heard during the Public Comment or Public Hearing periods, please submit an email to PublicComment@Santaquin.org providing us your Telephone Number.

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 ANY CONFLICT OF INTEREST

CONSENT AGENDA (MINUTES, BILLS, ITEMS)

Minutes

1. January 19th, 2021 - Council Regular Meeting Minutes

Bills

02-16-2021 - Invoice Register - \$715,301.08

ltems

- 2. Resolution 02-01-2021 Rocky Mountain Power Undergrounding Contract
- 3. Resolution 02-02-2021 NRCS Funding Increase for East Side Debris Basin Final Design

PUBLIC FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS

Public Forum

Awards

- 4. 'What Do You Love About Santaquin' Annual Photo Contest Winner Clay Craig
- 5. Employee of the Month Randy Spadafora
- 6. Community Police Academy Graduation Recognition

FORMAL PUBLIC HEARING

BUILDING PERMIT & BUSINESS LICENSE REPORT

NEW BUSINESS

- 7. Ordinance 02-01-2021 Rezone of City Property in Core Area
- 8. Resolution 02-03-2021 GM/GC Change Order Setting GMP for City Hall Construction
- 9. Resolution 02-04-2021 Change Order for Additional City Hall Architectural Services
- 10. Ordinance 02-02-2021 Zone Change for City Property between Highland Drive & I-15
- 11. Resolution 02-05-2021 Jamie Evans Property Purchase Agreement
- 12. Resolution 02-06-2021 Summit Creek Irrigation Water Wielding Agreement
- 13. Resolution 02-07-2021 Update to Employee Policy & Procedures Handbook
- 14. Discussion & Possible Action Designs for Harvest View Park Phase II Blu Line

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

City Manager Benjamin Reeves

Assistant City Manager Norm Beagley

Community Development Director Jason Bond

REPORTS BY MAYOR AND COUNCIL MEMBERS

- Mayor Hunsaker
- **Council Member Miller**
- **Council Member Montoya**
- **Council Member Mecham**
- **Council Member Hathaway**
- **Council Member Bowman**

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

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

ADJOURNMENT

CERTIFICATE OF MAILING/POSTING

The undersigned duly appointed City Recorder for the municipality of Santaquin City hereby certifies that a copy of the foregoing Notice and Agenda was e-mailed to the Payson Chronicle, Payson, UT, 84651, posted on www.santaquin.org, as well as posted on the State of Utah's Public Website.

BY:

K. Aaron Shirley, City Recorder



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

Minutes

ROLL CALL

PRESENT Mayor Kirk Hunsaker Council Member Betsy Montoya Council Member Lynn Mecham Council Member David Hathaway Council Member Jennifer Bowman

ABSENT Council Member Nick Miller

PLEDGE OF ALLEGIANCE

Jason Bond led the Pledge of Allegiance.

INVOCATION / INSPIRATIONAL THOUGHT

Benjamin Reeves offered an invocation.

CONSENT AGENDA (MINUTES, BILLS, ITEMS)

Minutes

- 1. January 5th, 2021 Council Work Session Minutes
- 2. January 5th, 2021 Council Regular Meeting Minutes

Bills

3. Invoice Register - 01/02/2021 - 01/15/2021 - \$808,110.63

Items

- 4. Resolution 01-02-2021, "A Resolution Approving an Infrastructure Deferral Agreement for the Sorenson 2-Lot Subdivision"
- 5. Resolution 01-04-2021, "A Resolution Approving a Board Member to the South Utah Valley Animal Shelter to Represent Santaquin City"
- 6. Resolution 01-05-2021, "A Resolution Approving a Technical Planning Assistance Program Funds Cooperative Agreement with the Utah Department of Transportation (UDOT)"

Motion made by Council Member Montoya to approve the Consent Agenda.

Seconded by Council Member Mecham.

Voting Yea: Council Member Montoya, Council Member Mecham, Council Member Hathaway

PUBLIC FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS

Public Forum

There were no public comments for the public forum.

FORMAL PUBLIC HEARING

Motion made by Council Member Mecham to enter into the Public Hearing on the Drinking Water Master Plan, IFFP & IFA.

Seconded by Council Member Hathaway.

Voting Yea: Council Member Montoya, Council Member Mecham, Council Member Hathaway, Council Member Bowman

7. PUBLIC HEARING REGARDING AN ORDINANCE ADOPTING THE CITY DRINKING WATER MASTER PLAN AND CAPITAL FACILITY PLAN; ADOPTING THE CITY DRINKING WATER IMPACT FEE FACILITIES PLAN AND IMPACT FEE ANALYSIS; ADOPTING DRINKING WATER IMPACT FEES; ADOPTING CERTAIN POLICIES RELATED TO IMPACT FEES; AND ESTABLISHING A SERVICE AREA FOR PURPOSES OF IMPACT FEES

Steven Jones from Hansen, Allen, Luce gave a presentation on the culinary water and irrigation water master plan updates, IFFP, and IFA's which can be seen below:

Slides

Council Member Mecham asked Steven Jones if the impact fees needed to be raised to pay for these increased costs and Steven responded that while new development would pay for its proportionate share of growth the bonding for those infrastructure costs in the near future depended on the financial position of the city currently. Mecham then asked if a new pressurized irrigation system in the Summit Ridge area would allow for the use of water type I effluent from the waste water treatment facility and Assistant City Manager said that was correct.

Council Member Montoya asked about the water distribution recommendation timelines and if these recommendations needed to match up with the transportation master plan to coordinate the replacing of roads and pipes concurrently. Assistant City Manager Beagley stated that while the master plans do not coordinate that replacement, the city engineers do regularly review those timelines and do their best to coordinate repairs of pipes and roads concurrently.

There was one public comment:

Name: Deann Huish - Utah Valley Home Builders Association

Comment: Mayor Hunsaker, Santaquin City Council Members and City Staff,

On behalf of the Utah Valley Home Builders Association (UVHBA) and our 600 members representing the residential building industry, I would like to thank you for your conscientious work for the citizens of Santaquin City. The city staff shared with me early the drafts of the Impact Fee Facility Plans and Impact Fee Analysis' for Culinary Water and Pressurized Irrigation. I was pleased to see that some capital facility plans had been completed in Culinary Water and that the new proposed fee for new growth would be decreased thus helping affordability for housing. The Pressurized Irrigation IFA also has fair and equitable level of service growth reflected in the report with minimal fee increases.

The members and staff of UVHBA thank you again for your insightful and proactive approach as you plan with residents for growth. I would also like to thank city staff for sharing the reports early with me so they could be reviewed and input given and meeting with me virtually.

Deann Huish

Utah Valley Home Builders Association Government Affairs Director

Motion made by Council Member Montoya exit the Public Hearing.

Seconded by Council Member Bowman.

Voting Yea: Council Member Montoya, Council Member Mecham, Council Member Hathaway, Council Member Bowman

8. PUBLIC HEARING REGARDING AN ORDINANCE ADOPTING THE CITY PRESSURE IRRIGATION MASTER PLAN AND CAPITAL FACILITY PLAN; ADOPTING THE CITY PRESSURE IRRIGATION IMPACT FEE FACILITIES PLAN AND IMPACT FEE ANALYSIS; ADOPTING PRESSURE IRRIGATION IMPACT FEES; ADOPTING CERTAIN POLICIES RELATED TO IMPACT FEES; AND ESTABLISHING A SERVICE AREA FOR PURPOSES OF IMPACT FEES

Motion made by Council Member Mecham to enter a Public Hearing on the Pressure Irrigation Master Plan, IFFP & IFA.

Seconded by Council Member Montoya.

Voting Yea: Council Member Montoya, Council Member Mecham, Council Member Hathaway, Council Member Bowman

There was one public comment:

Name: Deann Huish - Utah Valley Home Builders Association

Comment: Mayor Hunsaker, Santaquin City Council Members and City Staff,

On behalf of the Utah Valley Home Builders Association (UVHBA) and our 600 members representing the residential building industry, I would like to thank you for your conscientious work for the citizens of Santaquin City. The city staff shared with me early the drafts of the Impact Fee Facility Plans and Impact Fee Analysis' for Culinary Water and Pressurized Irrigation. I was pleased to see that some capital facility plans had been completed in Culinary Water and that the new proposed fee for new growth would be decreased thus helping affordability for housing. The Pressurized Irrigation IFA also has fair and equitable level of service growth reflected in the report with minimal fee increases.

The members and staff of UVHBA thank you again for your insightful and proactive approach as you plan with residents for growth. I would also like to thank city staff for sharing the reports early with me so they could be reviewed and input given and meeting with me virtually.

Deann Huish

Utah Valley Home Builders Association Government Affairs Director

Motion made by Council Member Montoya to exit the Public Hearing.

Seconded by Council Member Bowman.

Voting Yea: Council Member Montoya, Council Member Mecham, Council Member Hathaway, Council Member Bowman

BUILDING PERMIT & BUSINESS LICENSE REPORT

Community Development Director Bond reported that there were 17 total residential dwelling units with 9 new single family homes and 8 multi-family homes.

Bond also reported that there were 3 new business licenses.

NEW BUSINESS

Resolutions

9. Resolution 01-03-2021, "A Resolution Approving the Consolidated Fee Schedule for Santaquin City"

Council Member Montoya asked if the flush mount headstones were permitted everywhere but only the upright headstones were allowed in designated areas. City Manager Reeves said this was a good catch and perhaps a motion with a change to say both upright headstones and flush headstones should be allowed in designated areas for clarification purposes as flush headstones were not to be permitted in the older part of the cemetery based on Public Works Director Jason Callaway's recommendation.

Motion made by Council Member Montoya to approve Resolution 01-03-2021, "A Resolution Approving the Consolidated Fee Schedule for Santaquin City" with the clarification that both upright and flush headstones be permitted only in designated areas.

Seconded by Council Member Bowman.

Voting Yea: Council Member Montoya, Council Member Mecham, Council Member Hathaway, Council Member Bowman

Ordinances

10. Ordinance 01-01-2021, "AN ORDINANCE ADOPTING THE CITY DRINKING WATER MASTER PLAN AND CAPITAL FACILITY PLAN; ADOPTING THE CITY DRINKING WATER IMPACT FEE FACILITIES PLAN AND IMPACT FEE ANALYSIS; ADOPTING DRINKING WATER IMPACT FEES; ADOPTING CERTAIN POLICIES RELATED TO IMPACT FEES; AND ESTABLISHING A SERVICE AREA FOR PURPOSES OF IMPACT FEES"

Council Member Montoya asked for clarification on an ERC and if that designation of an ERC equaled a single family home then each unit within a multi-family should equal one ERC. Assistant City Manager Beagley affirmed that this was correct.

Motion made by Council Member Mecham to approve Ordinance 01-01-2021, "AN ORDINANCE ADOPTING THE CITY DRINKING WATER MASTER PLAN AND CAPITAL FACILITY PLAN; ADOPTING THE CITY DRINKING WATER IMPACT FEE FACILITIES PLAN AND IMPACT FEE ANALYSIS; ADOPTING DRINKING WATER IMPACT FEES; ADOPTING CERTAIN POLICIES RELATED TO IMPACT FEES; AND ESTABLISHING A SERVICE AREA FOR PURPOSES OF IMPACT FEES"

Seconded by Council Member Hathaway.

Voting Yea: Council Member Montoya, Council Member Mecham, Council Member Hathaway, Council Member Bowman

11. Ordinance 01-02-2021 "AN ORDINANCE ADOPTING THE CITY PRESSURE IRRIGATION MASTER PLAN AND CAPITAL FACILITY PLAN; ADOPTING THE CITY PRESSURE IRRIGATION IMPACT FEE FACILITIES PLAN AND IMPACT FEE ANALYSIS; ADOPTING PRESSURE IRRIGATION IMPACT FEES; ADOPTING CERTAIN POLICIES RELATED TO IMPACT FEES; AND ESTABLISHING A SERVICE AREA FOR PURPOSES OF IMPACT FEES"

City Manager Reeves wanted to extend his appreciation to Steven Jones and Hansen, Allen, Luce for their great work on the water and pressurized irrigation master plans, IFA's, and

IFFP's. With the passage of this Ordinance within 90 days the city will be able to update it's consolidated fee schedule to reflect the recommended changes in the Master Plans.

Motion made by Council Member Montoya to approve Ordinance 01-02-2021 "AN ORDINANCE ADOPTING THE CITY PRESSURE IRRIGATION MASTER PLAN AND CAPITAL FACILITY PLAN; ADOPTING THE CITY PRESSURE IRRIGATION IMPACT FEE FACILITIES PLAN AND IMPACT FEE ANALYSIS; ADOPTING PRESSURE IRRIGATION IMPACT FEES; ADOPTING CERTAIN POLICIES RELATED TO IMPACT FEES; AND ESTABLISHING A SERVICE AREA FOR PURPOSES OF IMPACT FEES"

Seconded by Council Member Mecham.

Voting Yea: Council Member Montoya, Council Member Mecham, Council Member Hathaway, Council Member Bowman

12. Ordinance 01-03-2021, "AN ORDINANCE GRANTING A FRANCHISE TO QWEST COMMUNICATIONS D/B/A CENTURYLINK QC ON BEHALF OF ITSELF AND ITS OPERATING AFFILIATES ("CENTURYLINK") TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM ("THE SYSTEM") IN THE CITY OF SANTAQUIN, UTAH ("THE CITY")."

Motion made by Council Member Mecham to approve Ordinance 01-03-2021, "AN ORDINANCE GRANTING A FRANCHISE TO QWEST COMMUNICATIONS D/B/A CENTURYLINK QC ON BEHALF OF ITSELF AND ITS OPERATING AFFILIATES ("CENTURYLINK") TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM ("THE SYSTEM") IN THE CITY OF SANTAQUIN, UTAH ("THE CITY")."

Seconded by Council Member Montoya.

Voting Yea: Council Member Montoya, Council Member Mecham, Council Member Hathaway, Council Member Bowman

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

City Manager Benjamin Reeves

- Assistant City Manager Norm Beagley has been working tirelessly to get the area prepared for the new city hall which includes the grounding of the electrical lines in the area by Rocky Mountain Power. The total cost is \$165,000 but after the Rocky Mountain Power Credit of \$64,000 the adjusted cost is \$98,000.
- The city is considering an update to their policies in regards to the COVID-19 vaccine which takes the approach to incentivize but not require employees to get the vaccine. If the employee gets the vaccine they can use sick-leave covered by the COVID-19 policy but if they don't they have to use their own sick-leave.
- This past Friday we had a pre-budget planning session which allowed for frank discussion on what is affecting the community, the organization, and the individuals in the organization to bring to the Council Budget Planning Session in the coming weeks.
- Hoping to get Council input for the Santaquin Photo of the Year from the previous 2020 photos of month.

Assistant City Manager Norm Beagley

- Hansen, Allen Luce has put in a tremendous amount of work into our water Master Plans including helping the city understand our water rights which will help in our 40-year plan as well as changes to our rate structures to ensure there proper funding for future water infrastructure.
- Future water tanks and other infrastructure will come before the Council as alluded to in the water master plan discussion.

Community Development Director Jason Bond

- Will be meeting weekly with the representatives of People + Place regarding the General Plan Update. Some marketing is being mocked up so citizens will recognize communications coming from People + Place and the representatives are still getting their bearings with the community.
- Jake Powell from Utah State University's planning effort for the 242 agritourism efforts sent an email and Jason encouraged the City Council to read it.
- This past Saturday, attended the Payson-Santaguin Chamber of Commerce annual planning meeting. They will try to have a banquet in March and the new board was sworn in. The need to revisit and reevaluate the Payson and Santaguin City contracts might was discussed and the board liked the idea.

REPORTS BY MAYOR AND COUNCIL MEMBERS

Mayor Hunsaker

Wanted to thank staff, Council, and everyone for what they've accomplished the past few years and what's coming up in this coming year.

Council Member Montoya

Nothing to report.

Council Member Mecham

Nothing to report.

Council Member Hathaway

Nothing to report.

Council Member Bowman

Nothing to report.

ADJOURNMENT

Motion made by Council Member Montoya to adjourn the meeting at 8:33 p.m.

Seconded by Council Member Bowman.

Voting Yea: Council Member Montoya, Council Member Mecham, Council Member Hathaway, Council Member Bowman

unsaker, Mayor

ATTEST:

K. Aaron Shirley, corder

<u>Invoice No.</u> 124	<u>Vendor</u> ACE HARDWARE - SANTAQUIN	<u>Check No.</u> 82855	Ledger <u>Date</u> 2/9/2021	Due <u>Date</u> 2/9/2021	<u>Amount</u> \$26.17 26.17		Account Name. BUILDINGS & GROUNDS MAI	<u>Description</u> JANUARY
125	ACE HARDWARE - SANTAQUIN	82855	2/9/2021	2/9/2021	\$24.17	7657247	COVID-19 RELATED EXPENDI	JANUARY
126	ACE HARDWARE - SANTAQUIN	82855	2/9/2021	2/9/2021	\$70.96 70.96		SUPPLIES	JANUARY
127	ACE HARDWARE - SANTAQUIN	82855	2/9/2021	2/9/2021	\$18.58 18.58	1070300	BUILDINGS & GROUNDS MAI	JANUARY
129	ACE HARDWARE - SANTAQUIN	82855	2/9/2021	2/9/2021	\$44.85 44.85		COVID-19 RELATED EXPENDI	
130	ACE HARDWARE - SANTAQUIN	82855	2/9/2021	2/9/2021	\$31.99 31.99		SUPPLIES	JANUARY
131	ACE HARDWARE - SANTAQUIN	82855	2/9/2021	2/9/2021	\$19.99 19.99	5140250	EQUIPMENT MAINTENANCE	JANUARY
132	ACE HARDWARE - SANTAQUIN	82855	2/9/2021	2/9/2021	\$1.79 1.79	5240550	WRF - EQUIPMENT MAINTEN	JANUARY
133	ACE HARDWARE - SANTAQUIN	82855	2/9/2021	2/9/2021	\$19.99 19.99	5140250	EQUIPMENT MAINTENANCE	JANUARY
459929	ACE HARDWARE - SANTAQUIN	82855	2/9/2021	2/9/2021	\$5.24 5.24	5140250	EQUIPMENT MAINTENANCE	JANUARY
	Vendor Total:				\$263.73			
PC-01-12-2021	ADCOCK, ARTHUR LEE		2/11/2021	2/11/2021	\$25.00 25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 01- 12-2021
PC-01-26-2021	ADCOCK, ARTHUR LEE		2/11/2021	2/11/2021	\$25.00 25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 01- 26-2021
PC-02-09-2021	ADCOCK, ARTHUR LEE		2/11/2021	2/11/2021	\$25.00 25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 02- 09-2021
PC-12-08-2020	ADCOCK, ARTHUR LEE		2/11/2021	2/11/2021	\$25.00 25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 12- 08-2020
	Vendor Total:				\$100.00			
56172	ANDERSON WAHLEN & ASSOCIATES	82693	1/25/2021	1/25/2021	\$2,700.00 2,700.00	4140824	RELOCATION OF COUNTY LI	FINAL LOCL ENTITY PLAT
144849	APPLICANTPRO	82829	2/9/2021	2/9/2021	\$209.00 209.00	4340500	SOFTWARE EXPENSE	JANUARY
REIMBURSE-01	BAHR, DAMON & KIM	82725	1/27/2021	1/27/2021	\$164.70 164.70	6840803	ARTS & CRAFTS	KREATIVE KIDS ART SUPPLIES
30288	BARBER METALS	82831	2/9/2021	2/9/2021	\$263.95 263.95	1060250	EQUIPMENT MAINTENANCE	FLAT BARS
17-220	BELL, MARK	82832	2/9/2021	2/9/2021	\$18.50 18.50	1042310	PROFESSIONAL & TECHNICA	WITNESS FEE
10013671	BEST DEAL SPRINGS	82833	2/9/2021	2/9/2021	\$602.31 602.31	5240550	WRF - EQUIPMENT MAINTEN	A-FRAME JACK ELECTRIC 4000L

2/1	2/2021

Invoice No.	Vendor	Check No.	Ledger <u>Date</u>	Due <u>Date</u>	<u>Amount</u>	Account No.	Account Name.	Description
10013791-00	BEST DEAL SPRINGS	82755	2/2/2021	2/2/2021	\$36.86 36.86 \$639.17	5240550	WRF - EQUIPMENT MAINTEN	WATER SUPPLIES
0.4.40.40.000.40		00750	0/0/0004	0/0/0004	• • • •			
044242-23916	BIG O' TIRES - SANTAQUIN	82756	2/2/2021	2/2/2021	\$426.68 426.68	1054250	EQUIPMENT MAINTENANCE	OIL CHANGE - VIN: 74963
FEB21204	BLOMQUIST HALE CONSULTING	82834	2/9/2021	2/9/2021	\$190.40 190.40	1051280	TELEPHONE	EMPLOYEE ASSISTANCE COVERAGE
UT202100186	BLUE STAKES	82835	2/9/2021	2/9/2021	\$240.87 240.87	5140210	BOOKS, SUBSCRIPTIONS & M	A BILLABLE EMAIL NOTIFICATIONS
52589	BLUELINE BACKGROUND SCREEN	82805	2/4/2021	2/4/2021	\$416.90 416.90	1043310	PROFESSIONAL & TECHNICA	DRUG TESTING
1639201	BONNEVILLE INDUSTRIAL SUPPLY C	82757	2/2/2021	2/2/2021	\$577.79			
		02101	_,_,_,	_,_,	577.79	1070250	EQUIPMENT MAINTENANCE	STEEL BOX WEATHER GUARDE
496811	BRODY CHEMICAL	82671	1/21/2021	1/21/2021	\$407.97 407.97	7657250	FIRE - EQUIPMENT MAINTEN	CAR WASH SOAP/DEGREASER
496835		82671	1/21/2021	1/21/2021	\$106.24 106.24	7657250	FIRE - EQUIPMENT MAINTEN	LAUNDRY SOUR
	Vendor Total:				\$514.21			
73749	BUFFO'S TERMITE & PEST CONTROL	82758	2/1/2021	2/1/2021	\$177.00 177.00	1070300	BUILDINGS & GROUNDS MAI	MONTHLY RODENT SERVICE
1544-383405	CARQUEST AUTO PARTS (ADVANCE	82694	1/25/2021	1/25/2021	\$15.61 15.61	1068250	EQUIPMENT MAINT	THERMOSTAT GASKET
1544-383519	CARQUEST AUTO PARTS (ADVANCE	82694	1/25/2021	1/25/2021	\$95.88 95.88	5140250	EQUIPMENT MAINTENANCE	PARTS
1544-384512	CARQUEST AUTO PARTS (ADVANCE	82759	2/2/2021	2/2/2021	\$61.27 61.27	5140250	EQUIPMENT MAINTENANCE	HEADLAMP HALOGEN/PIGTAIL
1544-384801	CARQUEST AUTO PARTS (ADVANCE	82759	2/2/2021	2/2/2021	\$125.02 125.02	7657250	FIRE - EQUIPMENT MAINTEN	BATTERY-GOLD
	Vendor Total:				\$297.78			
Refund: 7011891	CASTLE MOUNTAIN PROPERTIES, LL	82726	1/26/2021	1/26/2021	\$137.12 137.12	5113110	ACCOUNTS RECEIVABLE	Refund: 7011891 - CASTLE MOUNTAIN PROPERTIES, LLC (RENTAL) +
020921	CENTRACOM INTERACTIVE	82836	2/9/2021	2/9/2021	\$3,236.31 3,236.31	1051280	TELEPHONE	JANUARY
UC01037	CENTURY EQUIPMENT COMP	82760	2/2/2021	2/2/2021	\$258.19 258.19		EQUIPMENT MAINTENANCE	O-RINGS
UP30846	CENTURY EQUIPMENT COMP	82760	2/2/2021	2/2/2021	\$495.03	0170200		
	Vendor Total:	02100			495.03 \$753.22	5140250	EQUIPMENT MAINTENANCE	FUEL FILTER/SHANK/HANDEL
7175950	CERTIFIED LABORATORIES	82673	1/21/2021	1/21/2021	\$290.50			
		02010		1/2 1/2021	290.50	5240550	WRF - EQUIPMENT MAINTEN	CERTOP INDUSTRIAL ISO

1210165 CHEMTECH-FORD, INC 26205 125/022 125/022 125/022 125/023 126/030 PROFESSIONAL & TECHNICA WRE 140431 042100 140/031 022010 540/031 072/030 640/0310 075/0310 075/0310 075/0310	Invoice No.	<u>Vendor</u>	Check No.	Ledger <u>Date</u>	Due <u>Date</u>	Amount	Account No.	Account Name.	Description
100001120001125/0211257/021 <td>20L1413</td> <td>CHEMTECH-FORD, INC</td> <td>82695</td> <td>1/25/2021</td> <td>1/25/2021</td> <td>\$123.00 123.00</td> <td>5240310</td> <td>PROFESSIONAL & TECHNICA</td> <td>WRF</td>	20L1413	CHEMTECH-FORD, INC	82695	1/25/2021	1/25/2021	\$123.00 123.00	5240310	PROFESSIONAL & TECHNICA	WRF
21A0657 OHEMECH-FORD, INC 8676 125/021 126/021	21A0165	CHEMTECH-FORD, INC	82695	1/25/2021	1/25/2021		5140310	PROFESSIONAL & TECHNICA	WATER
21A0588 CHENTECH-FORD, INC 8786 125/202 125/202 126/202	21A0167	CHEMTECH-FORD, INC	82695	1/25/2021	1/25/2021		5240310	PROFESSIONAL & TECHNICA	WRF
140020 CHEMTECH-FORD, INC 8761 2/2/202 2/2/202 8/2/301 PROFESSIONAL & TECHNICA WRF 21A0921 CHEMTECH-FORD, INC 82665 1/2/202 2/2/202 8/00.00 9/00100 PROFESSIONAL & TECHNICA WRF 21A0921 CHEMTECH-FORD, INC 82665 1/2/202 1/2/2021 8/00.00 9/00100 PROFESSIONAL & TECHNICA WATER 21A0922 CHEMTECH-FORD, INC 82665 1/2/2021 1/2/2021 8/00.00 9/00100 PROFESSIONAL & TECHNICA WATER 21A126 CHEMTECH-FORD, INC 82663 1/2/2021 1/2/2021 8/10.31 0/000 PROFESSIONAL & TECHNICA WATER 21A126 CHEMTECH-FORD, INC 82663 1/2/2021 1/2/2021 8/10.31 0/000 PROFESSIONAL & TECHNICA WATER 21A126 CHEMTECH-FORD, INC 82663 1/2/2021 1/2/2021 8/10.31 0/000 PROFESSIONAL & TECHNICA WATER 21A126 Vandor Tota: Vandor Tota: 1/2/2/202 1/2/2/202 8/10.31 0/02/20 <	21A0587	CHEMTECH-FORD, INC	82695	1/25/2021	1/25/2021		5240310	PROFESSIONAL & TECHNICA	WRF
21A0921CHEMTECH-FORD, INC820601/25/2021<	21A0588	CHEMTECH-FORD, INC	82695	1/25/2021	1/25/2021		5140310	PROFESSIONAL & TECHNICA	WATER
140922 CHEMTECH-FOR, INC 8269 1/25/2021 1/25/2021 1/25/2021 4/0.00 5/40310 PROFESSIONAL & TECHNICA WATER 21A022 CHEMTECH-FORD, INC 8269 1/25/2021 1/25/2021 4/0.00 5/40310 PROFESSIONAL & TECHNICA WATER 21A1282 CHEMTECH-FORD, INC 8269 1/22/2021 2/2/2021 4/0.00 5/40310 PROFESSIONAL & TECHNICA WATER PR011621-717 CHILD SUPPORT SERVICES/ORS 8269 1/22/2021 2/5/203 2/5/2021 2/5/2021 2/5/2021 2/5/203 2/5/2021 2/5/2021 2/5/203 2/5/2021 2/5/203 2/5/2021 2/5/203 2/5/2021 2/5/203 2/5/2021 2/5/203 2/5/2021 2/5/203 2/5/203 <td>21A0920</td> <td>CHEMTECH-FORD, INC</td> <td>82761</td> <td>2/2/2021</td> <td>2/2/2021</td> <td></td> <td>5240310</td> <td>PROFESSIONAL & TECHNICA</td> <td>WRF</td>	21A0920	CHEMTECH-FORD, INC	82761	2/2/2021	2/2/2021		5240310	PROFESSIONAL & TECHNICA	WRF
21A1282 CHEMCH-FORD, INC 8270 $2/2/201$ <	21A0921	CHEMTECH-FORD, INC	82695	1/25/2021	1/25/2021		5140310	PROFESSIONAL & TECHNICA	WATER
House states with the second state state state state states with the second state sta	21A0922	CHEMTECH-FORD, INC	82695	1/25/2021	1/25/2021		5140310	PROFESSIONAL & TECHNICA	WATER
PR011621-7171 CHILD SUPPORT SERVICES/ORS 82663 1/2/2021 1/2/2021 1/40.31 140.31 140.31 140.31 140.31 140.31 1022420 0ARNISHMENTS GARNISHMENTS Garnishment - Child Support 9801061 Vendor Total: 2/2/2021 2/2/2021 1/2/2021 1/2/2021 3/2/2020 GARNISHMENTS Garnishment - Child Support 0390076 CHRISTENSEN OIL 82727 1/2/2021 1/2/2021 2/09.99 GARNISHMENTS MER - EQUIPMENT MAINTEN HELL SPIRAX 82503 CHRISTENSEN OIL 2/2/2021 1/2/2021 1/2/2021 (\$43.99) 439.99 5240520 WRF - EQUIPMENT MAINTEN HELL SPIRAX 7327083-02162 COLONIAL LIFE & 82728 1/2/2021 1/2/2021 \$1/	21A1282		82761	2/2/2021	2/2/2021	40.00	5140310	PROFESSIONAL & TECHNICA	WATER
PR013021-7171 CHILD SUPPORT SERVICES/ORS 82803 2/5/201 2/5/201 \$140.31 140.31 140.31 1022420 GARNISHMENTS Garnishment - Child Support 0390076 CHRISTENSEN OIL 8272 1/27/2021 2/2/2021 \$209.99 209.99 5240550 WRF - EQUIPMENT MAINTEN SHELL SPIRAX 82503 CHRISTENSEN OIL 2/2/2021 2/2/2021 2/2/2021 \$209.99 209.99 5240550 WRF - SUUPMENT MAINTEN SHELL SPIRAX 7327083-021627 COLONIAL LIFE & 82728 1/27/2021 1/25/2021 1/25/202 \$126.09 126.09 1022505 SUPPLEMENTAL LIFE INSURANCE PREMIUM 28982 CRS ENGINEERS 82696 1/25/2021 1/25/202 \$135.00 135.00 7657247 COVID-19 RELATED EXPENDI GENERATOR - COST BENEFIT ANALYSIS 29078 CRS ENGINEERS 82696 1/25/2021 1/25/2021 \$135.00 135.00 7657247 COVID-19 RELATED EXPENDI GENERATOR - COST BENEFIT ANALYSIS 34594 CUTLER'S INC 82697 1/25/2021 1/25/2021 \$131.98 131.98 1070250 EQUIPMENT MAINTENANCE TOP HANDLE CHAINSAW 12" BAR 523905 CUTLER'S INC 82697 1/2	PR011621-7171	CHILD SUPPORT SERVICES/ORS	82663	1/22/2021	1/22/2021	\$140.31	1022420	GARNISHMENTS	Garnishment - Child Support
0390076 CHRISTENSEN OIL 8277 1/27/2021 1/27/2021 2/09.99 240550 WRF - EQUIPMENT MAINTEN SHELL SPIRAX 82503 CHRISTENSEN OIL 2/4/2021 2/2/2021 2/2/	PR013021-7171	CHILD SUPPORT SERVICES/ORS	82803	2/5/2021	2/5/2021		1022420	GARNISHMENTS	Garnishment - Child Support
2503 CHRISTENSEN OLL 21/2020 21/2020 21/2020 24/3020 </th <th></th> <th>Vendor Total:</th> <th></th> <th></th> <th></th> <th>\$280.62</th> <th></th> <th></th> <th></th>		Vendor Total:				\$280.62			
Vendor Total:	0390076	CHRISTENSEN OIL	82727	1/27/2021	1/27/2021		5240550	WRF - EQUIPMENT MAINTEN	SHELL SPIRAX
7327083-021627 COLONIAL LIFE & 82728 1/27/2021 1/27/2021 \$126.09 1022505 SUPPLEMENTAL LIFE INSURANCE PREMIUM 28982 CRS ENGINEERS 82696 1/25/2021 1/25/2021 \$500.00 7657247 COVID-19 RELATED EXPENDI GENERATOR - COST BENEFIT 29078 CRS ENGINEERS 82696 1/25/2021 1/25/2021 \$135.00 7657247 COVID-19 RELATED EXPENDI GENERATOR - COST BENEFIT 29078 CRS ENGINEERS 82696 1/25/2021 1/25/2021 \$135.00 7657247 COVID-19 RELATED EXPENDI GENERATOR - COST BENEFIT 34594 CUTLER'S INC 82697 1/25/2021 1/25/2021 \$131.98 1070250 EQUIPMENT MAINTENANCE TOP HANDLE CHAINSAW 12" 523905 CUTLER'S INC 82697 1/25/2021 1/25/2021 \$239.99 1070250 EQUIPMENT MAINTENANCE TOP HANDLE CHAINSAW 12" 523905 CUTLER'S INC 82697 1/25/2021 1/25/2021 \$239.99 1070250 EQUIPMENT MAINTENANCE TOP HANDLE CHAINSAW 12" 020221 CYNDEE PROBERT 82762 2/2/2021 2/2/2021 \$255.00 5000000000000000000000000	82503			2/4/2021	2/4/2021	-439.69	5240520	WRF - SUPPLIES	CASTROL SYNTHETIC OIL
28982 CRS ENGINEERS 82696 1/25/2021 1/25/2021 \$500.00 7657247 COVID-19 RELATED EXPEND GENERATOR - COST BENEFIT 29078 CRS ENGINEERS 82696 1/25/2021 1/25/2021 \$135.00 7657247 COVID-19 RELATED EXPEND GENERATOR - COST BENEFIT 29078 CRS ENGINEERS 82696 1/25/2021 1/25/2021 \$135.00 7657247 COVID-19 RELATED EXPEND GENERATOR - COST BENEFIT 34594 CUTLER'S INC 82697 1/25/2021 1/25/2021 \$131.98 1070250 EQUIPMENT MAINTENANCE TOP HANDLE CHAINSAW 12" 523905 CUTLER'S INC 82697 1/25/2021 1/25/2021 \$239.99 1070250 EQUIPMENT MAINTENANCE TOP HANDLE CHAINSAW 12" 523905 CUTLER'S INC 82697 1/25/2021 1/25/2021 \$239.99 1070250 EQUIPMENT MAINTENANCE TOP HANDLE CHAINSAW 12" 523905 CUTLER'S INC 82697 1/25/2021 1/25/2021 \$239.99 1070250 EQUIPMENT MAINTENANCE TOP HANDLE CHAINSAW 12" 020221 CYNDEE PROBERT 82762 2/2/2021 2/2/2021 \$255.00 5255.00 5255.0									
29078 CRS ENGINEERS 82696 1/25/2021 1/25/2021 \$135.00 7657247 COVID-19 RELATED EXPENDI GENERATOR - COST BENEFIT 29078 CRS ENGINEERS 82696 1/25/2021 1/25/2021 \$135.00 7657247 COVID-19 RELATED EXPENDI GENERATOR - COST BENEFIT Vendor Total:	7327083-021627	COLONIAL LIFE &			1/27/2021	126.09	1022505	SUPPLEMENTAL	LIFE INSURANCE PREMIUM
135.00 7657247 COVID-19 RELATED EXPENDI GENERATOR - COST BENEFIT 34594 CUTLER'S INC 82697 1/25/2021 1/25/2021 \$131.98 1070250 EQUIPMENT MAINTENANCE TOP HANDLE CHAINSAW 12" 523905 CUTLER'S INC 82697 1/25/2021 1/25/2021 \$239.99 1070250 EQUIPMENT MAINTENANCE TOP HANDLE CHAINSAW 12" 523905 CUTLER'S INC 82697 1/25/2021 1/25/2021 \$239.99 1070250 EQUIPMENT MAINTENANCE TOP HANDLE CHAINSAW 12" 523905 CUTLER'S INC 82697 1/25/2021 1/25/2021 \$239.99 1070250 EQUIPMENT MAINTENANCE TOP HANDLE CHAINSAW 12" 523905 CUTLER'S INC 82697 1/25/2021 1/25/2021 \$239.99 1070250 EQUIPMENT MAINTENANCE TOP HANDLE CHAINSAW 12" 020221 CYNDEE PROBERT 82762 2/2/2021 \$2/2/2021 \$255.00 EQUIPMENT MAINTENANCE EQUIPMENT MAINTENANCE	28982	CRS ENGINEERS	82696	1/25/2021	1/25/2021		7657247	COVID-19 RELATED EXPENDI	
Vendor Total: \$635.00 34594 CUTLER'S INC 82697 1/25/2021 \$131.98 131.98 1070250 EQUIPMENT MAINTENANCE TOP HANDLE CHAINSAW 12" BAR 523905 CUTLER'S INC 82697 1/25/2021 1/25/2021 \$239.99 239.99 1070250 EQUIPMENT MAINTENANCE TOP HANDLE CHAINSAW 12" BAR Vendor Total: Fendor Total: <th< td=""><td>29078</td><td>CRS ENGINEERS</td><td>82696</td><td>1/25/2021</td><td>1/25/2021</td><td></td><td>7657247</td><td>COVID-19 RELATED EXPENDI</td><td></td></th<>	29078	CRS ENGINEERS	82696	1/25/2021	1/25/2021		7657247	COVID-19 RELATED EXPENDI	
523905 CUTLER'S INC 82697 1/25/2021 1/25/2021 \$239.99 239.99 1070250 EQUIPMENT MAINTENANCE TOP HANDLE CHAINSAW 12" BAR Vendor Total: \$371.97 \$371.97 EQUIPMENT MAINTENANCE TOP HANDLE CHAINSAW 12" 020221 CYNDEE PROBERT 82762 2/2/2021 2/2/2021 \$255.00 EQUIPMENT MAINTENANCE TOP HANDLE CHAINSAW 12"		Vendor Total:				\$635.00			
239.99 1070250 EQUIPMENT MAINTENANCE TOP HANDLE CHAINSAW 12" BAR Vendor Total: \$371.97 020221 CYNDEE PROBERT 82762 2/2/2021 2/2/2021 \$255.00	34594	CUTLER'S INC	82697	1/25/2021	1/25/2021		1070250	EQUIPMENT MAINTENANCE	
Vendor Total: \$371.97 020221 CYNDEE PROBERT 82762 2/2/2021 \$255.00	523905	CUTLER'S INC	82697	1/25/2021	1/25/2021		1070250	EQUIPMENT MAINTENANCE	TOP HANDLE CHAINSAW 12"
		Vendor Total:				\$371.97			<u>_,</u>
255.00 1042310 PROFESSIONAL & TECHNICA JUDGE FEES - GENOLA JUSTICE COURT	020221	CYNDEE PROBERT	82762	2/2/2021		255.00	1042310	PROFESSIONAL & TECHNICA	

2/1	2/20	21

<u>Invoice No.</u> 17-218	<u>Vendor</u> DAHLQUIST, DAVID	<u>Check No.</u> 82698	Ledger <u>Date</u> 1/25/2021	Due <u>Date</u> 1/25/2021	<u>Amount</u> \$459.00	Account No.	Account Name.	Description
					459.00	1042310	PROFESSIONAL & TECHNICA	JUDGE FEE
6632	DAILY HERALD, THE	82806	2/4/2021	2/4/2021	\$66.99 66.99	1078220	NOTICE, ORDINANCES & PUB	PUBLIC HEARING NOTICE PUBLICATION
6799	DAILY HERALD, THE	82806	2/4/2021	2/4/2021	\$83.16 83.16	1078220	NOTICE, ORDINANCES & PUB	PUBLIC HEARING NOTICE PUBLICATION
6800	DAILY HERALD, THE	82806	2/4/2021	2/4/2021	\$87.78 87.78	1078220	NOTICE, ORDINANCES & PUB	PUBLIC HEARING NOTICE PUBLICATION
	Vendor Total:				\$237.93			
Refund: 6307600	DEGRAFFENRIED, JIMMY	82729	1/26/2021	1/26/2021	\$74.63 74.63	5113110	ACCOUNTS RECEIVABLE	Refund: 6307600 - DEGRAFFENRIED, JIMMY
21-0058	DELCO WESTERN	82699	1/25/2021	1/25/2021	\$3,824.97 3,824.97	5140250	EQUIPMENT MAINTENANCE	FIELD SERVICE
21H5000662	DEPARTMENT OF HEALTH CARE FIN	82700	1/25/2021	1/25/2021	\$1,664.84 1,664.84	7657300	STATE MEDICAID ASSESSME	AMBULANCE ASSESSMENT SFY 2021 QTR 2
F2106E00823	DEPT OF ADMINISTRATIVE SERVICE		2/11/2021	2/11/2021	\$6,364.74 192.51 94.67 3,350.58 302.90 130.56 302.90 302.90 302.90 302.90 302.90 136.02 202.17 440.83	1048260 1054260 1060260 1062260 1068260 1070260 1077260 5140260 5240260	FUEL FUEL FUEL FUEL FUEL FUEL FUEL FUEL	DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER DECEMBER
F2107E00827	DEPT OF ADMINISTRATIVE SERVICE		2/11/2021	2/11/2021	159.69 159.69 294.42 265.13	1043260 1048260 1054260 1060260 1062260 1070260 1077260 5140260 5240260 6740260 7657260 7657260	FUEL FUEL FUEL FUEL FUEL FUEL FUEL FUEL	JANUARY JANUARY JANUARY JANUARY JANUARY JANUARY JANUARY JANUARY JANUARY JANUARY JANUARY JANUARY
020421	DOMINION ENERGY INC.	82807	2/4/2021	2/4/2021	\$5,072.65 1,198.34 Page 4	1051270	UTILITIES	1205 N CENTER STREET

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	Ledger <u>Date</u>	Due <u>Date</u>	1,329.60 752.07	Account No. 1051270 1051270 1051270 1051270 1051270 5240500	Account Name. UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES WRF - UTILITIES	Description 200 S 400 W 275 W MAIN STREET 45 W 100 S 55 W 100 S 98 S CENTER STREET 1215 N CENTER STREET
Refund: 1618870	DR HORTON	82730	1/26/2021	1/26/2021	\$26.84 26.84	5113110	ACCOUNTS RECEIVABLE	Refund: 1618870 - DR HORTON
COMM38752021	EDUCATORS HEALTH PLANS LIFE, A	9999	2/3/2021	2/3/2021	\$57,328.83 52,568.53	1022500	HEALTH INSURANCE	February 2021 Health Insurance Premium
					4,384.50	1022501	DENTAL	February 2021 Dental Insurance
					375.80	1022508	VISION	Premium February 2021 Vision Insurance Premium
123120	EFTPS	9999	1/25/2021	1/25/2021	\$2,887.51 2,887.51	1043501	BANK AND SERVICE CHARGE	3rd Quarter Penalty
PR011621-383	EFTPS	9999	1/22/2021	1/22/2021	\$38,879.84 20,437.12 4,779.76 13,662.96	1022210 1022210 1022220	FICA PAYABLE FICA PAYABLE FEDERAL WITHHOLDING PAY	Social Security Tax Medicare Tax Federal Income Tax
PR013021-383	EFTPS	9999	2/5/2021	2/5/2021	\$28,533.02 16,607.82 3,884.24 8,040.96	1022210 1022210 1022220	FICA PAYABLE FICA PAYABLE FEDERAL WITHHOLDING PAY	Social Security Tax Medicare Tax Federal Income Tax
	Vendor Total:				\$70,300.37			
20122110	EPIC ENGINEERING	82808	2/4/2021	2/4/2021	\$616.00 616.00	1022450-211	(INSP) HIGH PARK NORTH TO	QUALITY ASSURANCE
20122113	EPIC ENGINEERING	82808	2/4/2021	2/4/2021	\$662.00 662.00	5740720	IMPACT FEE	FOURTH EAST GATEWAY PLAZA - QUALITY ASSURANCE
20122118	EPIC ENGINEERING	82808	2/4/2021	2/4/2021	\$3,820.00 3,820.00	1022450-296	(INSP)[Plat A]SUMMIT RIDGE	QUALITY ASSURANCE
20122120	EPIC ENGINEERING	82808	2/4/2021	2/4/2021	\$104.00 104.00	1022450-308	(INSP) BYLUND COMMERCIAL	QUALITY ASSURANCE
20122128	EPIC ENGINEERING	82808	2/4/2021	2/4/2021	\$471.00 471.00	1022450-299	(INSP) COUNTRY SIDE ESTAT	QUALITY ASSURANCE
20122129	EPIC ENGINEERING	82808	2/4/2021	2/4/2021	\$310.00 310.00	1022450-292	(INSP)[Plat C]THE HILLS	QUALITY ASSURANCE
20122268	EPIC ENGINEERING		2/11/2021	2/11/2021	\$1,682.50 1,682.50	4140815	P3 - OLD PUBLIC SAFETY BL	ENGINEERING - 100 EAST BLA'S
20122269	EPIC ENGINEERING		2/11/2021	2/11/2021	\$654.00 654.00	4140815	P3 - OLD PUBLIC SAFETY BL	ENGINEERING - STEEL/GRANGE BLA'S
	Vendor Total:				\$8,319.50			
SP106067	ERIKS NORTH AMERICA, INC	82837	2/9/2021	2/9/2021	\$180.71 180.71	1070250	EQUIPMENT MAINTENANCE	FAB-HOSE-HYD

Invoice No.		Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
XC01292021-153	EVANS, NAOMI	82752	1/29/2021	1/29/2021	\$22.00 22.00	7540200	EDUCATION, TRAVEL, TRAINI	FOOD HANDLERS PERMIT
CONFIRMATION	FAIRFIELD INN	82838	2/9/2021	2/9/2021	\$400.10 400.10	5240230	EDUCATION, TRAINING & TRA	A RURAL WATER - GREGG HIATT
CONFIRMATION	FAIRFIELD INN	82838	2/9/2021	2/9/2021	\$400.10 400.10	5240230	EDUCATION, TRAINING & TRA	A RURAL WATER - PAT HATFIELD
CONFIRMATION	FAIRFIELD INN	82838	2/9/2021	2/9/2021	\$400.10 400.10	5240230	EDUCATION, TRAINING & TRA	A RURAL WATER - JASON CALLAWAY
CONFIRMATION	FAIRFIELD INN	82838	2/9/2021	2/9/2021	\$533.45 533.45	5240230	EDUCATION, TRAINING & TRA	A RURAL WATER - RAYMOND BOND
	Vendor Total:				\$1,733.75			
21-021	FORENSIC NURSING SERVICES, INC	82701	1/25/2021	1/25/2021	\$100.00 100.00	1043310	PROFESSIONAL & TECHNICA	DRUG SCREEN
39800	FREEDOM MAILING SERVICES, INC	82763	2/2/2021	2/2/2021	\$2,137.17 2,137.17	5240310	PROFESSIONAL & TECHNICA	JANUARY
REIMBURSE-01	GLENN, RICH	82731	1/27/2021	1/27/2021	\$42.88 42.88	1054240	SUPPLIES	REIMBURSEMENT - UNIFORM - RICH GLENN
PC-12-08-2020	GUNNELL, BRADLEY DON		2/11/2021	2/11/2021	\$25.00 25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 12- 08-2020
12285665	HACH COMPANY	82732	1/27/2021	1/27/2021	\$229.19 229.19	5240520	WRF - SUPPLIES	AMMONIA WRF
43585	HANSEN, ALLEN & LUCE, INC	82809	2/4/2021	2/4/2021	\$4,276.89 4,276.89	5540730	CAPITAL FACILITY PLAN UPD	CULINARY WATER MP, CIP, IFFP, & IFA
43586	HANSEN, ALLEN & LUCE, INC	82809	2/4/2021	2/4/2021	\$1,172.89 1,172.89	6040730	CAPITAL FACILITY PLAN UPD	PRESSURIZED IRRIGATION MP, CIP, IFFP, & IFA
	Vendor Total:				\$5,449.78			
012021	HEALTH EQUITY INC,	9999	1/26/2021	1/26/2021	\$6,178.70 529.65	1022503	HSA	Norm Beagley - Employer Contribution Jan 2021
					529.65	1022503	HSA	Jason Bond - Employer Contribution Jan 2021
					62.00	1022503	HSA	Jason Bond - Employee Contribution Jan 2021
					393.45	1022503	HSA	Wade Eva - Employer
					280.00	1022503	HSA	Contribution Jan 2021 Wade Eva - Employee
					529.65	1022503	HSA	Conributions Jan 2021 Ryan Harris - Employer
					366.45	1022503	HSA	Conributions Jan 21 Jon Hepworth - Employer Contibution Jan 21

Invoice No.	Vendor	<u>Check No.</u>	Ledger <u>Date</u>	Due <u>Date</u>	Amount		Account Name.	Description
					50.00	1022503	HSA	Jon Hepworth - Employee Contibution Jan 21
					393.45	1022503	HSA	Gregg Hiatt - Employer Contribution Jan 21
					200.00	1022503	HSA	Gregg Hiatt - Employee Contribution Jan 21
					366.45	1022503	HSA	Eric Holt - Employer Contribution Jan 2021
					272.20	1022503	HSA	Rodney Hurst - Employer Contribution Jan 2021
					250.00		HSA	Rodney Hurst - Employee Contribution Jan 2021
					529.65	1022503	HSA	Jon Lundell - Employer Contribution Jan 2021
					393.45	1022503	HSA	Kayson Shepherd - Employer Conributions Jan 2021
					366.45		HSA	Aaron Shirley - Employer Contribution Jan 2021
					250.00	1022503	HSA	Aaron Shirley - Employee Contribution Jan 2021
					366.45		HSA	Braden Williiams - Employer Contribution Jan 21
					49.75	1043310	PROFESSIONAL & TECHNICA	Admin Fees HSA/FSA Jan 2021
012021FSA	HEALTH EQUITY INC,	9999	1/26/2021	1/26/2021	\$143.38 35.58	1022502	FSA	Poplaniah far UCRA a Auyam2
						1022502	FSA	Replenish for HCRA - a4uxsm2 Replenish for HCRA - a81wik7
						1022502	FSA	Replenish for HCRA - pij8h52
					18.80	1022502	FSA	Replenish for HCRA - q6xcbt2
	Vendor Total:				\$6,322.08			····
87683014	HENRY SCHEIN	82702	1/25/2021	1/25/2021	\$109.50			
07000014		02702	1/20/2021	1/20/2021	109.50	7657242	EMS - SUPPLIES	MEDICAL SUPPLIES
87888804	HENRY SCHEIN	82702	1/25/2021	1/25/2021	\$1,950.00			
					1,950.00	7657247	COVID-19 RELATED EXPENDI	FACESEALHOOD AIRDUCT PAPR ASBL
	Vendor Total:				\$2,059.50			
PC-01-12-2021	HOFFMAN, DREW		2/11/2021	2/11/2021	\$25.00 25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 01- 12-2021
PC-01-26-2021	HOFFMAN, DREW		2/11/2021	2/11/2021	\$25.00 25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 01- 26-2021
PC-02-09-2021	HOFFMAN, DREW		2/11/2021	2/11/2021	\$25.00 25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 02- 09-2021
	Vendor Total:				\$75.00			
012721	HOME DEPOT	82733	1/27/2021	1/27/2021	\$199.00 199.00	5140250	EQUIPMENT MAINTENANCE	WATER
0551904377	HONEY BUCKET	82703	1/25/2021	1/25/2021	\$80.00 80.00	1070300	BUILDINGS & GROUNDS MAI	R0094124

2/12/2021

<u>Invoice No.</u> 0551904378	<u>Vendor</u> HONEY BUCKET	<u>Check No.</u> 82703	Ledger <u>Date</u> 1/25/2021	Due <u>Date</u> 1/25/2021	<u>Amount</u> \$80.00	Account No.	Account Name.	Description
					80.00	1077300	BUILDINGS & GROUND MAIN	R0021364
0551933136	HONEY BUCKET Vendor Total:	82839	2/9/2021	2/9/2021	\$75.00 75.00 \$235.00	1077250	EQUIPMENT MAINTENANCE	R0024145
17.010		00704	4/05/0004	4/05/0004				
17-216	HOOSER, BILL	82704	1/25/2021	1/25/2021	\$18.50 18.50	1042310	PROFESSIONAL & TECHNICA	WITNESS FEE
RT20210835	HUMPHRIES INC	82840	2/9/2021	2/9/2021	\$7.03 7.03	7657242	EMS - SUPPLIES	CYLINDER RENTAL
SF 163724	HUMPHRIES INC	82705	1/25/2021	1/25/2021	\$74.89 74.89	7657242	EMS - SUPPLIES	MEDICAL OXYGEN
SF 163748	HUMPHRIES INC	82705	1/25/2021	1/25/2021	\$24.69 24.69	7657242	EMS - SUPPLIES	MEDICAL OXYGEN
SF 163873	HUMPHRIES INC	82705	1/25/2021	1/25/2021	\$88.22 88.22	5240240	SUPPLIES	MEDICAL OXYGEN
	Vendor Total:				\$194.83			
46814112	INGRAM BOOK GROUP	82734	1/27/2021	1/27/2021	\$201.97 201.97	7240210	BOOKS, SUBSCRIPTIONS & N	1 BOOKS
47831555	INGRAM BOOK GROUP	82734	1/27/2021	1/27/2021	\$233.63	7240210	BOOKS, SUBSCRIPTIONS & N	1 BOOKS
49870521	INGRAM BOOK GROUP	82675	1/21/2021	1/21/2021	\$143.80 143.80		BOOKS, SUBSCRIPTIONS & N	
49908027	INGRAM BOOK GROUP	82675	1/21/2021	1/21/2021	\$11.69	7240210	BOOKS, SUBSCRIPTIONS &	
		02010				7240210	BOOKS, SUBSCRIPTIONS & N	I BOOKS
49988073	INGRAM BOOK GROUP	82675	1/21/2021	1/21/2021	\$25.36 25.36	7240210	BOOKS, SUBSCRIPTIONS & N	I BOOKS
50488908	INGRAM BOOK GROUP	82675	1/21/2021	1/21/2021	\$23.83 23.83	7240210	BOOKS, SUBSCRIPTIONS & N	1 BOOKS
50539326	INGRAM BOOK GROUP	82675	1/21/2021	1/21/2021	\$550.56			
		00075				7240210	BOOKS, SUBSCRIPTIONS & N	1 BOOKS
50595066	INGRAM BOOK GROUP	82675	1/21/2021	1/21/2021	\$92.13 92.13	7240210	BOOKS, SUBSCRIPTIONS & M	I BOOKS
50741279	INGRAM BOOK GROUP	82734	1/27/2021	1/27/2021	\$435.18			
50770004		00704	4/07/0004	4 107 10004		7240210	BOOKS, SUBSCRIPTIONS & N	1 BOOKS
50776601	INGRAM BOOK GROUP	82734	1/27/2021	1/27/2021	\$35.50 35.50	7240210	BOOKS, SUBSCRIPTIONS & M	I BOOKS
	Vendor Total:				\$1,753.65			
133404	INTERWEST INTERPRETING	82735	1/27/2021	1/27/2021	\$120.00 120.00	1042310	PROFESSIONAL & TECHNICA	SIGN LANGUAGE INTERPRETER
75778	JMART PRINTING	82706	1/25/2021	1/25/2021	\$40.00 40.00	5140240	SUPPLIES	BUSINESS CARDS - JASON CALLAWAY
XC01292021-153	JOHN D TARONE	82753	1/29/2021	1/29/2021	\$646.52 646.52	1022430	COURT FINES AND FORFEITU	J RESTITUTION

2/1	2/2021	

Invoice No.		Check No.	Ledger Date	Due <u>Date</u>	Amount	Account No.	Account Name.	Description
PPI0199282	JONES PAINT & GLASS	82676	1/21/2021	1/21/2021	\$353.73 353.73	1051300	BUILDINGS & GROUND MAIN	PAINT
PPI0199806	JONES PAINT & GLASS	82676	1/21/2021	1/21/2021	\$322.52 322.52	1051300	BUILDINGS & GROUND MAIN	ULTRA SPEC 500 LOW SHEEN BASE 1
PPI0200349	JONES PAINT & GLASS	82736	1/27/2021	1/27/2021	\$183.36 183.36	1051300	BUILDINGS & GROUND MAIN	MASKING TAPE/PAINT BASE
PPI0200973	JONES PAINT & GLASS	82764	2/2/2021	2/2/2021	\$467.94 467.94	1051240	SUPPLIES	AMEROCK 2/400 LIGHT BASE PART A
	Vendor Total:				\$1,327.55			
020221	K. SHAWN PATTEN, ATT. AT LAW	82765	2/2/2021	2/2/2021	\$2,874.98 2,874.98	1042331	LEGAL	ATTORNEY FEES
REIMBURSE-01	KC LOWHAM	82737	1/27/2021	1/27/2021	\$350.00 350.00	1054230	EDUCATION, TRAINING & TRA	A PERFORMANCE, ACCOUNTABILITY, EMPLOYEE DISCIPLINE COURSE
25629	KEITH JUDDS PRO-SERVICE, INC	82810	2/4/2021	2/4/2021	\$175.88 175.88	1043250	EQUIPMENT MAINTENANCE	BATTERY - VIN: 13339
XC02092021-153	KYLE VINCENT	82854	2/9/2021	2/9/2021	\$170.72 170.72	6840803	ARTS & CRAFTS	REIMBURSEMENT FOR ART SUPPLIES
21U0000000248	LABOR COMMISSION	82738	1/27/2021	1/27/2021	\$60.00 60.00	1051300	BUILDINGS & GROUND MAIN	BOILER CERTIFICATE OF
17-150	LARA, PEGGIE	82707	1/25/2021	1/25/2021	\$25.00 25.00	1042310	PROFESSIONAL & TECHNICA	INTERPRETER @ 25/HOUR
17-151	LARA, PEGGIE	82707	1/25/2021	1/25/2021	\$25.00 25.00	1042310	PROFESSIONAL & TECHNICA	INTERPRETER
17-152	LARA, PEGGIE	82766	2/2/2021	2/2/2021	\$25.00 25.00	1042310	PROFESSIONAL & TECHNICA	INTERPRETER
17-153		82841	2/9/2021	2/9/2021	\$100.00 100.00	1042310	PROFESSIONAL & TECHNICA	INTERPRETER @ 25/HOUR
	Vendor Total:	00700			\$175.00			
EA988582	LES OLSON COMPANY	82739	1/27/2021	1/27/2021	\$407.95 407.95	4340300	COPIER CONTRACT	MPS SERVICE & SUPPLY BILLING
01-141504	MACEYS - SANTAQUIN	82842	2/9/2021	2/9/2021	\$63.86 63.86	7540480	FOOD	SENIORS FOOD
02-136082	MACEYS - SANTAQUIN	82754	1/29/2021	1/29/2021	\$148.93 140.56 8.37		PHOTO & VIDEO CONTEST E SUPPLIES	GIFT BASKET PRIZE CLEANING SUPPLIES
02-136084	MACEYS - SANTAQUIN	82754	1/29/2021	1/29/2021	\$80.00 60.00 20.00		PHOTO & VIDEO CONTEST E EMPLOYEE RECOGNITIONS	GIFT BASKET PRIZE BIRTHDAY GIFT CARDS
03-124726	MACEYS - SANTAQUIN	82842	2/9/2021	2/9/2021	\$47.76 47.76	7540480	FOOD	SENIORS FOOD

Invoice No. 04-103155	<u>Vendor</u> MACEYS - SANTAQUIN	<u>Check No.</u> 82754	Ledger <u>Date</u> 1/29/2021	Due <u>Date</u> 1/29/2021	<u>Amount</u> \$34.50	Account No.	Account Name.	Description
	Vendor Total:				34.50 \$375.05	7540480	FOOD	SENIORS FOOD
REIMBURSE-01	MCDOWELL, SUZANNE	82642	1/20/2021	1/20/2021	\$250.00 250.00	1043480	EMPLOYEE RECOGNITIONS	WADE'S RETIREMENT PARTY COOKIES
PC-01-12-2021	MENDENHALL-SPERRY, MICHELLE		2/11/2021	2/11/2021	\$25.00 25.00	1078310	PROFESSIONAL & TECHNICA	
PC-12-08-2020	MENDENHALL-SPERRY, MICHELLE		2/11/2021	2/11/2021	\$25.00 25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 12- 08-2020
	Vendor Total:				\$50.00			
XC02022021-153		82775	2/2/2021	2/2/2021	\$18.50 18.50	1042310	PROFESSIONAL & TECHNICA	WITNESS FEE
INV-004419	MONSEN ENGINEERING LLC	82767	2/2/2021	2/2/2021	\$1,537.65 1,537.65	1048240	SUPPLIES	SUPPLIES
PER-DIEM-0121	MONTOYA, BETSY	82643	1/20/2021	1/20/2021	\$403.04 403.04	1041230	EDUCATION, TRAINING & TRA	COUNCIL TRAINING IN LOGAN, UT
21-8012	MOPA LLC	82740	1/27/2021	1/27/2021	\$1,704.64 1,704.64	7657250	FIRE - EQUIPMENT MAINTEN	USDD INSTALLATION
S103697593.001	MOUNTAINLAND SUPPLY	82708	1/25/2021	1/25/2021	\$970.94 970.94	5240240	SUPPLIES	SEWER SUPPLIES
S103737311.001	MOUNTAINLAND SUPPLY	82708	1/25/2021	1/25/2021	\$170.64 170.64	5240240	SUPPLIES	SEWER SUPPLIES
S103878749.001	MOUNTAINLAND SUPPLY	82708	1/25/2021	1/25/2021	\$2,730.97 2,730.97	5240240	SUPPLIES	SEWER SUPPLIES
S103888494.001	MOUNTAINLAND SUPPLY	82708	1/25/2021	1/25/2021	\$336.88 336.88	1070300	BUILDINGS & GROUNDS MAI	ICE MELT
S103905489.001	MOUNTAINLAND SUPPLY	82708	1/25/2021	1/25/2021	\$3,757.33 3,757.33	5240240	SUPPLIES	SEWER SUPPLIES
S103908451.001	MOUNTAINLAND SUPPLY	82708	1/25/2021	1/25/2021	\$1,354.14 1,354.14	5240240	SUPPLIES	SEWER SUPPLIES
S103911227.001	MOUNTAINLAND SUPPLY	82708	1/25/2021	1/25/2021	\$4,128.36 4,128.36	5440240	SUPPLIES	SUPPLIES
S103925146.001	MOUNTAINLAND SUPPLY	82741	1/27/2021	1/27/2021	\$10,031.02 10,031.02	5140240	SUPPLIES	WATER METERS
S103928843.001	MOUNTAINLAND SUPPLY	82741	1/27/2021	1/27/2021	\$332.36 332.36	5440240	SUPPLIES	WATER
S103932304.001	MOUNTAINLAND SUPPLY	82843	2/2/2021	2/2/2021	\$1,003.35 1,003.35	5440240	SUPPLIES	WATER SUPPLIES
00254445	Vendor Total:	00044	0/4/0004	0/4/0004	\$24,815.99			
00354145	MUNICODE	82811	2/4/2021	2/4/2021	\$300.00 300.00	4340117	MUNICODE - CODIFICATION	EDITORIAL SUPPORT - CROSS REFERECE GUIDE

CROSS REFERECE GUIDE OLD CODE/NEW CODE

<u>Invoice No.</u> 49175	<u>Vendor</u> MVP SPORTS	<u>Check No.</u> 82709	Ledger <u>Date</u> 1/25/2021	Due <u>Date</u> 1/25/2021	<u>Amount</u> \$450.00 450.00	<u>Account No.</u> 1054240	<u>Account Name.</u> SUPPLIES	Description HS INTERNSHIP
PR011621-13093	NEBO LODGE #45	82664	1/22/2021	1/22/2021	430.00 \$18.00 18.00	1034240	FOP DUES	FOP Dues (Nebo Lodge #45)
7451253	NICHOLAS & COMPANY	82677	1/21/2021	1/21/2021	\$2,355.07 2,355.07	7540480	FOOD	SENIORS FOOD
7451254	NICHOLAS & COMPANY	82677	1/21/2021	1/21/2021	\$43.11 43.11	7540480	FOOD	SENIORS FOOD
7457050	NICHOLAS & COMPANY	82710	1/25/2021	1/25/2021	\$132.11 132.11	7540480	FOOD	SENIORS FOOD
	Vendor Total:				\$2,530.29			
24184	NIELSEN & SENIOR, ATTORNEYS	82742	1/27/2021	1/27/2021	\$19,545.96 19,545.96	1042331	LEGAL	CRIMINAL
24185	NIELSEN & SENIOR, ATTORNEYS	82742	1/27/2021	1/27/2021	\$6,867.98 6,867.98	1043331	LEGAL	CIVIL
	vendor lotal:				\$26,413.94			
374595	PAYSON AUTO SUPPLY - NAPA	82679	1/21/2021	1/21/2021	\$245.95 245.95	5240250	EQUIPMENT MAINTENANCE	WRENCH/SOCKET SET/TOWELS FOR SHOP
374596	PAYSON AUTO SUPPLY - NAPA	82679	1/21/2021	1/21/2021	\$112.98 112.98	5140250	EQUIPMENT MAINTENANCE	HAMMER
375790	PAYSON AUTO SUPPLY - NAPA	82743	1/27/2021	1/27/2021	\$32.98 32.98	7657252	EMS - EQUIPMENT MAINTEN	WINDSHIELD WIPERS
	Vendor Total:				\$391.91			
012921	PAYSON CITY	82744	1/29/2021	1/29/2021	\$4,543.40 4,543.40	1041330	DONATIONS	COMMUNITIES THAT CARE DONATION
4240	PAYSON CITY SOLID WASTE	82844	2/9/2021	2/9/2021	\$17,457.44 12,589.44 4,868.00	1062311 5240530	WASTE PICKUP CHARGES WRF - SOLID WASTE DISPOS	JANUARY JANUARY
82	PEN & WEB COMMUNICATIONS c/o P	82812	2/4/2021	2/4/2021	\$2,257.50 45.00 1,545.00 105.00 562.50	4140819 4340113	EXIT 242 VISION PLANNING WEBSITE CONTENT MGT - PE WEBSITE CONTENT MGT - PE COVID-19 RELATED EXPENDI	CHARRETTE WORK E REGULAR WORK E NEW WEBSITE WORK
020121	PEOPLE + PLACE, LLC	82825	2/4/2021	2/4/2021	\$3,592.50 3,592.50	1078320	GENERAL PLAN UPDATE	JANUARY
012521	QUICKSCORES LLC	82712	1/25/2021	1/25/2021	\$434.00 434.00	6140660	JR. JAZZ	WEBSITE SERVICES, SOFTWARE, SCHEDULING, REGISTRATION
34594	RED RHINO INDUSTRIAL	82713	1/25/2021	1/25/2021	\$131.98 131.98	1022531	STREET SIGNS (NEW DEVEL	HEX CAP SCREWS
0864-001548057	REPUBLIC SERVICES LLC	82813	2/4/2021	2/4/2021	\$41.91 41.91	1062311	WASTE PICKUP CHARGES	JANUARY
0864-001550474	REPUBLIC SERVICES LLC	82845	2/9/2021	2/9/2021	\$440.30 440.30	1062311	WASTE PICKUP CHARGES	JANUARY

2/12/202	1
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<u>Invoice No.</u> 0864-001551247	Vendor REPUBLIC SERVICES LLC	<u>Check No.</u> 82845	Ledger <u>Date</u> 2/9/2021	Due <u>Date</u> 2/9/2021	<u>Amount</u> \$32,260.31 22,966.25 9,294.06	<u>Account No.</u> 1062311 1062312	Account Name. WASTE PICKUP CHARGES RECYCLING PICKUP CHARGE	Description JANUARY JANUARY
	Vendor Total:				\$32,742.52			
586710	REVCO	82641	1/20/2021	1/20/2021	\$515.38 515.38	4340300	COPIER CONTRACT	COPIERS
589401	REVCO	82640	1/20/2021	1/20/2021	\$185.05 185.05	4340300	COPIER CONTRACT	COPIERS
592094	REVCO	82814	2/4/2021	2/4/2021	\$170.05 170.05	4340300	COPIER CONTRACT	COPIERS
DEBIT0003211	REVCO Vendor Total:	82745	1/27/2021	1/27/2021	\$15.00 15.00 \$885.48	1043501	BANK AND SERVICE CHARGE	RETURNED CHECK FEE
BP-REFUND-21-	RIDING SIDING CONSTRUCTION	82846	2/9/2021	2/9/2021	\$500.00			
DI NEI OND ZI		02040	2/0/2021	2/0/2021	500.00	1032210	BUILDING PERMITS	BP REFUND 21-005 (LOT 161)
BP-REFUND-21-	RIDING SIDING CONSTRUCTION	82846	2/9/2021	2/9/2021	\$500.00 500.00	1032210	BUILDING PERMITS	BP REFUND 21-007 (LOT 159)
BP-REFUND-21-	RIDING SIDING CONSTRUCTION	82846	2/9/2021	2/9/2021	\$500.00 500.00	1032210	BUILDING PERMITS	BP REFUND 21-007 (LOT 158)
REFUND-012721	RIDING SIDING CONSTRUCTION	82746	1/27/2021	1/27/2021	\$5,000.00 5,000.00	1022450-405	(BOND-LANDSCAPE)[Plat A-Lo	LANDSCAPE BOND REFUND
	Vendor Total:				\$6,500.00			
RMP-012121A	ROCKY MOUNTAIN POWER	82682	1/20/2021	1/20/2021	\$42.10 42.10	1060270	UTILITIES - STREET LIGHTS	509 FIRESTONE DR. STRONG BOX
RMP-012121B	ROCKY MOUNTAIN POWER	82682	1/20/2021	1/20/2021	\$21.47 21.47	1060270	UTILITIES - STREET LIGHTS	1026 E MAIN STREET
RMP-012121C	ROCKY MOUNTAIN POWER	82682	1/20/2021	1/20/2021	\$120.66 44.32 47.26 21.28 7.80	1060270 1060270 1060270 1060270	UTILITIES - STREET LIGHTS UTILITIES - STREET LIGHTS UTILITIES - STREET LIGHTS UTILITIES - STREET LIGHTS	1005 S RED BARN 415 TRAVERTINE WAY 154 E 950 S 80 E 770 N
RMP-012121D	ROCKY MOUNTAIN POWER	82682	1/20/2021	1/20/2021	\$14.40 14.40	5440273	UTILITIES	1250 S CANYON ROAD
RMP-012121E	ROCKY MOUNTAIN POWER	82682	1/20/2021	1/20/2021	\$31.30 31.30	1060270	UTILITIES - STREET LIGHTS	115 W 860 N
	Vendor Total:				\$229.93			
RMP-012221	ROCKY MOUNTAIN POWER	82668	1/22/2021	1/22/2021	\$98,013.00 98,013.00	4140704-001	NEW CITY HALL - LAND ACQU	GROUNDING OF OVERHEAD
RMP-012521A	ROCKY MOUNTAIN POWER	82714	1/25/2021	1/25/2021	\$3,970.39 880.73 207.06 299.90 38.84	1051270 1051270 1051270 1070270	UTILITIES UTILITIES UTILITIES UTILITIES	275 W MAIN ST 98 S CENTER - LIBRARY 45 W 100 S 1390 SUMMIT RIDGER PARKWAY - SPRINKLING SYSTEM

Invoice No.

		Ledger	Due				
Vendor	Check No.	Date	Date An		<u>Account No.</u> 1070270	<u>Account Name.</u> UTILITIES	Description STREET LIGHTS
			,		1070270	UTILITIES	CREDIT
			,		1070270	UTILITIES	290 W 800 N RESTROOMS
			3	311.43	1070270	UTILITIES	250 S 400 W ARENA -
							CONSESSION - FAIR GROUNDS SITE
				20.40	1070270		250 S 400 W ARENA -
				20.19	1070270	UTILITIES	CONSESSION - UPGRADE
				11 /2	1070270	UTILITIES	250 S 400 W ARENA -
				11.45	1070270	UTILITIES	CONSESSION -
							SPRINKLERS/RV PEDESTALS
				11.33	1070270	UTILITIES	250 S 400 W ARENA -
						0	CONSESSION -
							ANNOUNCERS/RV
							PEDESTALS
				50.48	1070270	UTILITIES	190 S 400 W RECREATION
							BLDG SITE
			2	225.65	1070270	UTILITIES	190 S 400 W BUILDING RE-
							MODEL
				58.04	1070270	UTILITIES	592 SUMMIT RIDGE PKY - 80%
							MINIMUM MONTHLY SITE
			1,5	543.05	1070270	UTILITIES	592 SUMMIT RIDGE PKY -
				40.00	4070070		SOCCER FIELDS LIGHTING
					1070270	UTILITIES	313 W 100 S - BOWERY
					1070270	UTILITIES	313 E 100 S - RESTROOMS
					1070270	UTILITIES	280 W 750 N - CITY PARK
				16.70	1070270	UTILITIES	310 N ORCHARD LANE - CITY PARK
				56.59	1070270	UTILITIES	49 E MAIN STREET - MAIN
				50.59	1070270	OTILITIES	AREA LIGHTS
				47 82	1070270	UTILITIES	49 E MAIN STREET - CITY
				47.02	1010210	onemeo	PARK
				21.25	1070270	UTILITIES	398 N CHERRY LANE - CITY
							PARK
				97.72	1070270	UTILITIES	705 SUNSET TRAILS DRIVE -
							CITY PARK
				12.14	1070270	UTILITIES	168 E 610 S - CONCESSION
							STANDS
				7.85	1070270	UTILITIES	300 W 100 S - BALL PARK
							LIGHTS
			2,0	074.66	5140273	UTILITIES	3 SUMMIT RIDGE PARKWAY -
				00.00	F4 40070		PUMP
				32.63	5140273	UTILITIES	21 S CENTER - CITY OWNED WELL
				62.01	5140273	UTILITIES	190 E 400 S CULINARY WELL
					5140273 5140273	UTILITIES	910 E 70 N EASTSIDE WELL
					5140273 5140273	UTILITIES	1200 S 100 W - GENERAL
				17.40	5140275	UTILITIES	SERVICE - POND/PUMP
			2	221 10	5140273	UTILITIES	1005 S CENTER - CHLORINE
			2	-04.43	0170270	UTIENTED	PLANT
			2	237.21	5440273	UTILITIES	910 E 70 N EASTSIDE WELL
					5440273	UTILITIES	190 E 400 S CULINARY WELL
				52.01			

Due

Ledger

Check No.

82747

Invoice No.

RMP-012921A

<u>Vendor</u>

ROCKY MOUNTAIN POWER

Date	<u>Date</u>	<u>Amount</u> 32.63	<u>Account No.</u> 5440273	<u>Account Name.</u> UTILITIES	Description 21 S CENTER - CITY OWNED WELL
		2,074.66	5440273	UTILITIES	3 SUMMIT RIDGE PARKWAY - PUMP
1/29/2021	1/29/2021	\$15,436.47			
1/20/2021	1/20/2021		1051270	UTILITIES	275 W MAIN ST
			1051270	UTILITIES	98 S CENTER - LIBRARY
			1051270	UTILITIES	45 W 100 S
				UTILITIES	STREET LIGHTS
		,	1070270	UTILITIES	313 W 100 S - BOWERY
			1070270	UTILITIES	280 W 750 N - CITY PARK
			1070270	UTILITIES	310 N ORCHARD LANE - CITY
					PARK
			1070270	UTILITIES	313 W 100 S - RESTROOMS
		31.71	1070270	UTILITIES	49 E MAIN STREET - MAIN AREA LIGHTS
		72.68	1070270	UTILITIES	49 E MAIN STREET - CITY PARK
		20.94	1070270	UTILITIES	398 N CHERRY LANE - CITY PARK
		91.48	1070270	UTILITIES	705 SUNSET TRAILS DRIVE - CITY PARK
		11.59	1070270	UTILITIES	168 E 610 S - CONCESSION STANDS
		6.59	1070270	UTILITIES	300 W 100 S - BALL PARK LIGHTS
		40.62	1070270	UTILITIES	290 W 800 N RESTROOMS
		37.60	1070270	UTILITIES	1390 SUMMIT RIDGER PARKWAY - SPRINKLING SYSTEM
		311.43	1070270	UTILITIES	250 S 400 W ARENA - CONSESSION - FAIR GROUNDS SITE
		14.97	1070270	UTILITIES	250 S 400 W ARENA -
		10.90	1070270	UTILITIES	CONSESSION - UPGRADE 250 S 400 W ARENA - CONSESSION -
		10.79	1070270	UTILITIES	SPRINKLERS/RV PEDESTALS 250 S 400 W ARENA - CONSESSION - ANNOUNCERS/RV
		54.80	1070270	UTILITIES	PEDESTALS 190 S 400 W RECREATION BLDG SITE
		204.02	1070270	UTILITIES	190 S 400 W BUILDING RE- MODEL
		352.73	1070270	UTILITIES	592 SUMMIT RIDGE PKY - 80% MINIMUM MONTHLY SITE
		69.62	1070270	UTILITIES	592 SUMMIT RIDGE PKY - SOCCER FIELDS LIGHTING
		294.18	5140273	UTILITIES	910 E 70 N EASTSIDE WELL
		16.24	5140273	UTILITIES	1200 S 100 W - GENERAL

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SERVICE - POND/PUMP

2/12/2021

Invoice No.	Vendor	<u>Check No.</u>	Ledger <u>Date</u>	Due <u>Date</u>	<u>Amount</u> 2,164.99	<u>Account No.</u> 5140273	<u>Account Name.</u> UTILITIES	Description 3 SUMMIT RIDGE PARKWAY -
					32.14	5140273	UTILITIES	PUMP 21 S CENTER - CITY OWNED WELL
					71 17	5140273	UTILITIES	190 E 400 S CULINARY WELL
					242.25	5140273	UTILITIES	1005 S CENTER - CHLORINE PLANT
					71.17	5440273	UTILITIES	190 E 400 S CULINARY WELL
					32.14	5440273	UTILITIES	21 S CENTER - CITY OWNED WELL
					2,164.99	5440273	UTILITIES	3 SUMMIT RIDGE PARKWAY - PUMP
	Vendor Total:				294.18 \$19,406.86	5440273	UTILITIES	910 E 70 N EASTSIDE WELL
52731654	RURAL WATER ASSOCIATION OF UT	82847	2/9/2021	2/9/2021	\$1,680.00 1,680.00	5140230	EDUCATION, TRAINING & TRA	CONFERENCE REGISTRATION - JASON/PAT/GREG/RAYMOND
020221	SANTAQUIN CITY UTILITIES	82768	2/2/2021	2/2/2021	\$160.00 160.00	5221600	SEWER FUND DONATIONS	FEBRUARY
PR011621-266	SANTAQUIN CITY UTILITIES	82665	1/22/2021	1/22/2021	\$781.00 725.00 56.00	1022350 1022350	UTILITIES PAYABLE UTILITIES PAYABLE	Utilities Cemetery
PR013021-266	SANTAQUIN CITY UTILITIES	82804	2/5/2021	2/5/2021	\$721.00 665.00 56.00	1022350 1022350	UTILITIES PAYABLE UTILITIES PAYABLE	Utilities Cemetery
	Vendor Total:				\$1,662.00			
2096739	SCHNEIDER ELECTRIC	82715	1/25/2021	1/25/2021	\$524.32 524.32	5240550	WRF - EQUIPMENT MAINTEN	TROJAN - BALLAST SUPPLY
2097036		82715	1/25/2021	1/25/2021	\$1,048.64 1,048.64	5240550	WRF - EQUIPMENT MAINTEN	TROJAN - BALLAST SUPPLY
	Vendor Total:				\$1,572.96			
0016	SEVENTY SEVENS LEATHER	82848	2/9/2021	2/9/2021	\$2,550.00 2,550.00	7657700	WILDLAND FIRE RES EXPEN	CUSTOM RADIO STRAP WITH BUCKET
450_A_48528_2	SKAGGS PUBLIC SAFETY UNIFORM	82684	1/21/2021	1/21/2021	\$189.95 189.95	1054240	SUPPLIES	RICH GLENN - UNIFORM
450_A_50408_1	SKAGGS PUBLIC SAFETY UNIFORM	82815	2/4/2021	2/4/2021	\$228.00 228.00	1054240	SUPPLIES	BILL HOOSER
450_A_53288_1	SKAGGS PUBLIC SAFETY UNIFORM	82684	1/21/2021	1/21/2021	\$99.99 99.99	1054240	SUPPLIES	SHEPHERD, HEBER
	Vendor Total:				\$517.94			
01496	SKM INC	82685	1/21/2021	1/21/2021	\$684.40 684.40	5240550	WRF - EQUIPMENT MAINTEN	WRF
20415	SKM INC	82685	1/21/2021	1/21/2021	\$21,319.40 10,000.00 10,017.50		CAPITAL PROJECTS CAPITAL PROJECTS	WRF WRF

Invoice No.	<u>Vendor</u>	<u>Check No.</u>	Ledger <u>Date</u>	Due <u>Date</u>	<u>Amount</u> 1,301.90	<u>Account No.</u> 5240550	<u>Account Name.</u> WRF - EQUIPMENT MAINTEN	<u>Description</u> WRF
	Vendor Total:				\$22,003.80			
ID#: 00219748	SNOW COLLEGE	82850	2/9/2021	2/9/2021	\$484.00 484.00	6440300	MISS SANTAQUIN SCHOLARS	TUITION & FEES FOR DEVYN OLSON
012521	SO UT VALLEY ANIMAL SHELTER	82716	1/25/2021	1/25/2021	\$150.00 30.00 20.00 30.00 20.00 20.00 20.00	1054350 1054350 1054350 1054350 1054350 1054350 1054350	UTAH COUNTY ANIMAL SHEL UTAH COUNTY ANIMAL SHEL	S19740 S19741 S19742 S19744
21-008.2	SO UT VALLEY ANIMAL SHELTER	82716	1/25/2021	1/25/2021	\$6,412.80 6,412.80	1054350	UTAH COUNTY ANIMAL SHEL	SEMI ANNUAL BILLING ALLOCATION
	Vendor Total:				\$6,562.80			
1299628	SOUTH RIDGE FARMS	82816	2/4/2021	2/4/2021	\$65.25 65.25	1041240	SUPPLIES	CITY COUNCIL GIFTS
1301366	SOUTH RIDGE FARMS	82816	2/4/2021	2/4/2021	\$97.74 97.74	1041660	PHOTO & VIDEO CONTEST E	PHOTO CONTEST GIFT BASKET
	Vendor Total:				\$162.99			
14398	SOUTH UTAH VALLEY SOLID WASTE	82851	2/9/2021	2/9/2021	\$3,175.20 3,175.20	1062312	RECYCLING PICKUP CHARGE	JANUARY
743	SPEED-E CRETE CONCRETE LLC	82769	2/2/2021	2/2/2021	\$191.98 191.98	7657247	COVID-19 RELATED EXPENDI	WASHER/DRYER
3465846821	STAPLES	82852	2/9/2021	2/9/2021	\$73.75 73.75	1043240	SUPPLIES	ADMIN OFFICE SUPPLIES
3466911079	STAPLES	82717	1/25/2021	1/25/2021	\$70.51 70.51	7240240	SUPPLIES	FIRE - OFFICE SUPPLIES
3466911080	STAPLES	82717	1/25/2021	1/25/2021	\$7.30 7.30	7240240	SUPPLIES	FIRE - X-ACTO KNIFE
3467415571	STAPLES	82770	2/2/2021	2/2/2021	\$3.85 3.85	7240240	SUPPLIES	CARTON CUTTER 12-PACK
3467651663	STAPLES	82817	2/4/2021	2/4/2021	\$64.49 64.49	1043240	SUPPLIES	STAPLES/EVELOPES
3467892355	STAPLES	82852	2/9/2021	2/9/2021	\$106.18 106.18	1043240	SUPPLIES	ADMIN OFFICE SUPPLIES
	Vendor Total:				\$326.08			
020421	STRINGHAM'S HARDWARE	82818	2/4/2021	2/4/2021	\$1,750.69 239.08 14.48 78.67 56.44 429.76 101.08 265.97	1051480 1054240 1070300 1077300 5140240 5240240 5240520	Christmas lights Supplies Buildings & grounds Mai Buildings & ground Main Supplies Supplies Wrf - Supplies	JANUARY JANUARY JANUARY JANUARY JANUARY JANUARY

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Invoice No.	Vendor	<u>Check No.</u>	Ledger <u>Date</u>	Due <u>Date</u>	<u>Amount</u> 10.99	Account No.	Account Name. MISC SUPPLIES	Description JANUARY
					25.69 47.60 -55.00 535.93	7240240 7657247	SUPPLIES SUPPLIES COVID-19 RELATED EXPENDI FIRE - EQUIPMENT MAINTEN	JANUARY JANUARY JANUARY JANUARY
1512720	THATCHER COMPANY	82771	2/2/2021	2/2/2021	\$4,043.88 4,043.88	5240510	WRF - CHEMICAL SUPPLIES	T-CHLOR 12.5 & CITRIC ACID
012121	The Classic Car Wash of Santaquin	82690	1/20/2021	1/20/2021	\$150.00 150.00	1054250	EQUIPMENT MAINTENANCE	POLICE VEHICLE - CAR WASHES
39350	TISCHNER FORD SALES, INC	82691	1/21/2021	1/21/2021	\$50.68 50.68	1054250	EQUIPMENT MAINTENANCE	OIL CHANGE - VIN: 42234
39528	TISCHNER FORD SALES, INC	82772	2/2/2021	2/2/2021	\$49.78 49.78	1054250	EQUIPMENT MAINTENANCE	OIL CHANGE - VIN: 62866
39569	TISCHNER FORD SALES, INC	82772	2/2/2021	2/2/2021	\$50.68 50.68	1054250	EQUIPMENT MAINTENANCE	OIL CHANGE - VIN: 12183
4996	TISCHNER FORD SALES, INC	82819	2/4/2021	2/4/2021	\$18.88 18.88	7657250	FIRE - EQUIPMENT MAINTEN	DIESEL OIL
5001	TISCHNER FORD SALES, INC	82691	1/21/2021	1/21/2021	\$52.25 52.25 \$222.27	1070250	EQUIPMENT MAINTENANCE	CABLE FOR AJ'S TRUCK
PC-12-08-2020	TOLMAN, JESSICA		2/11/2021	2/11/2021	\$25.00 25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 12- 08-2020
1762	TOTAL POWER & CONTROLS, LLC	82718	1/25/2021	1/25/2021	\$11,010.00 11,010.00	7657247	COVID-19 RELATED EXPENDI	TRANSFER SWITCH INSTALL
17-122	TOWN OF GENOLA	82820	2/4/2021	2/4/2021	\$7,412.64 7,412.64	1022430	COURT FINES AND FORFEITU	JANUARY
17-115	TOWN OF GOSHEN	82821	2/4/2021	2/4/2021	\$845.15 845.15	1022430	COURT FINES AND FORFEITU	JANUARY
16670	UPPER CASE PRINTING	82773	2/2/2021	2/2/2021	\$562.50 562.50	5140240	SUPPLIES	RECREATION FLYER & CITY- WIDE NEWSLETTER
PR011621-7076	UTAH COUNTY LODGE #31	82666	1/22/2021	1/22/2021	\$162.00 162.00	1022425	FOP DUES	FOP Dues (Ut County Lodge #31)
012521	UTAH DEPT OF COMMERCE	82719	1/25/2021	1/25/2021	\$2,637.41 2,637.41	1068310	PROFESSIONAL & TECHNICA	2ND QUARTER - FY2020-21
1588361	UTAH LOCAL GOVERNMENT TRUST	82720	1/25/2021	1/25/2021	\$133.12 133.12	1043510	INSURANCE AND BONDS	AUTO
1588362	UTAH LOCAL GOVERNMENT TRUST	82720	1/25/2021	1/25/2021	\$5,184.22 5,184.22	1022250	WORKMENS COMPENSATION	WORKERS COMPENSATION
	Vendor Total:				\$5,317.34			
3510-2117	UTAH STATE LIBRARY	82692	1/21/2021	1/21/2021	\$33.00 33.00	7240210	BOOKS, SUBSCRIPTIONS & M	I CATEXPRESS
PR011621-382	UTAH STATE RETIREMENT	9999	1/22/2021	1/22/2021	\$27,825.46 606.50	1022300	RETIREMENT PAYABLE	Roth IRA

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Invoice No.	<u>Vendor</u>	<u>Check No.</u>	Ledger <u>Date</u>	Due <u>Date</u>	<u>Amount</u> 679.05 3,799.51 21,291.91 2.58 678.87	1022300 1022300 1022300	Account Name. RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT LOAN DAYMEN	Description 457 401K Retirement Post Retirement (After 7/2010) 401K - Tier 1 Parity Detiment Lear Descent
PR013021-382	UTAH STATE RETIREMENT	9999	2/5/2021	2/5/2021	767.04 \$26,717.73 606.50 676.97 5.16 3,466.24 20,616.13 678.87 667.86 \$54,543.19	1022300 1022300 1022300 1022300	RETIREMENT LOAN PAYMEN RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT LOAN PAYMEN	Retirement Loan Payment Roth IRA 457 Post Retirement (After 7/2010) 401K Retirement 401K - Tier 1 Parity Retirement Loan Payment
123020	UTAH STATE TAX COMMISSION	9999	1/25/2021	1/25/2021	\$2.90 2.90	1022458	POLICE DONATED FUNDS	4th Quarter ending 12/31/20 Sales Tax - PD T-shirt sales
PR011621-361	UTAH STATE TAX COMMISSION	9999	1/22/2021	1/22/2021	\$6,946.41 6,946.41	1022230	STATE WITHHOLDING PAYAB	State Income Tax
PR013021-361	UTAH STATE TAX COMMISSION		2/5/2021	2/5/2021	\$5,428.01 5,428.01 \$12,377.32	1022230	STATE WITHHOLDING PAYAB	State Income Tax
17-121	UTAH STATE TREASURER	82822	2/4/2021	2/4/2021	\$7,164.45 7,164.45	1042610	STATE RESTITUTION	JANUARY
XC01212021-152	UTAH WATER RIGHTS	82667	1/21/2021	1/21/2021	\$150.00 150.00	5540720	IMPACT FEE	WATER RIGHTS
9872082807	VERIZON WIRELESS	82823	2/4/2021	2/4/2021	\$96.32 96.32	1048280	TELEPHONE	ENGINEERING
WALMART-DEC	WALMART BRC - GE CAPITAL RETAIL	82748	1/27/2021	1/27/2021	\$303.06 65.38 175.86 61.82	7540480 7540480 7540480	FOOD FOOD FOOD	SENIOR CENTER FOOD SENIOR CENTER FOOD SENIOR CENTER FOOD
79730537	WAXIE'S SANITARY SUPPLY	82721	1/25/2021	1/25/2021	\$326.90 326.90	1051300	BUILDINGS & GROUND MAIN	BRIAN
CREDIT(789504	WAXIE'S SANITARY SUPPLY Vendor Total:	82721	1/25/2021	1/25/2021	(\$126.00) -126.00 \$200.90	1051300	BUILDINGS & GROUND MAIN	RETURN
PPI0200349	WHEELER CAT - WHEELER MACHINE	82722	1/25/2021	1/25/2021	\$183.36 183.36	1051300	BUILDINGS & GROUND MAIN	PAINT FOR FIRE BAY DOORS
SS000311931	WHEELER CAT - WHEELER MACHINE	82722	1/25/2021	1/25/2021	\$691.87 691.87	5240250	EQUIPMENT MAINTENANCE	PM2 500 HOUR SERVICE
SS000313246	WHEELER CAT - WHEELER MACHINE Vendor Total:	82774	2/2/2021	2/2/2021	\$552.00 552.00 \$1,427.23	5240250	EQUIPMENT MAINTENANCE	INSTALL PRODUCT LINK
REIMBURSE-01	WILLIAMS, BRADEN	82749	1/27/2021	1/27/2021	\$52.00 52.00	5140230	EDUCATION, TRAINING & TRA	COMMERCIAL DRIVERS LICENSE - BRADEN WILLIAMS

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25-JAN-2021	WISE, AARON P	82750	1/29/2021	1/29/2021	\$50.00 50.00	1042331	LEGAL	ATTENDED REVIEW HEARINGS
PC-01-12-2021	WOOD, TREVOR		2/11/2021	2/11/2021	\$25.00 25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 01- 12-2021
PC-01-26-2021	WOOD, TREVOR		2/11/2021	2/11/2021	\$25.00 25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 01- 26-2021
PC-02-09-2021	WOOD, TREVOR		2/11/2021	2/11/2021	\$25.00 25.00	1078310	PROFESSIONAL & TECHNICA	
PC-12-08-2020	WOOD, TREVOR		2/11/2021	2/11/2021	\$25.00 25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 12-
	Vendor Total:				\$100.00			08-2020
SCH-2621	WPA ARCHITECTURE, PC	82853	2/9/2021	2/9/2021	\$9,147.00 9,147.00	4140704-002	NEW CITY HALL - ARCHITECT	ARCHITECTURAL SERVICES - JANUARY
5 - 2016 (4) Piec	ZIONS BANK PUBLIC FINANCE	82824	2/4/2021	2/4/2021	\$61,372.71 57,544.67	4241056	2016 (4) PIECE EQUIPMENT L	Principal - 2016 (4) Piece Equipment Lease
					3,828.04	4248200	DEBT SERVICE - INTEREST	Interest - 2016 (4) Piece Equipment Lease
5795	ZIONS BANK PUBLIC FINANCE	82751	1/27/2021	1/27/2021	\$500.00 500.00	4140704	NEW CITY HALL	CONTINUING BOND DISCLOSURE SERVICES
	Vendor Total:				\$61,872.71			
CC-JAN2021-AA	ZIONS BANK-SANTAQUIN		2/10/2021	2/10/2021	\$996.58 10.27	1043240	SUPPLIES	PLATES/CUPS FOR DIRECTOR'S BUDGET
					53.57	1043240	SUPPLIES	MEETING AUDIO RIPPING SOFTWARE FOR CITY RECORDING
					2.72	1043240	SUPPLIES	WATER BOTTLES FOR DIRECTOR'S BUDGET
					55.25	1043240	SUPPLIES	MEETING BREAKFAST FOOD/JUICE FOR DIRECTOR'S BUDGET MEETING
					583.26	1043610	OTHER SERVICES	17 ANKER POWERBANKS - COUNCIL BUDGET MEETING GIFTS
					218.66	4340500	SOFTWARE EXPENSE	ADOBE PRO SUBSCRIPTION RENEWAL - KIRA PETERSEN
					70.73	4340500	SOFTWARE EXPENSE	VIDEO EDITING SOFTWARE FOR BUDGET VIDEOS
						4340500	SOFTWARE EXPENSE	FOREIGN EXCHANGE FEE FOR VIDEO SOFTWARE
CC-JAN2021-BR	ZIONS BANK-SANTAQUIN		2/10/2021	2/10/2021	\$1,707.38 138.74	1051300	BUILDINGS & GROUND MAIN	AIR FILTERS

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					85.79	1051300	BUILDINGS & GROUND MAIN	TV STAND FOR SHOP
					212.24	1051300	BUILDINGS & GROUND MAIN	LIGHTS FOR CITY HALL
					112.21	1051300	BUILDINGS & GROUND MAIN	MDF BOARD FOR FIRE STATION
					17.47	1051300	BUILDINGS & GROUND MAIN	LIGHT COVER FOR BREAKROOM
					60.93	1060240	SUPPLIES	RAILROAD TIES FOR FENCE 200 W. 500 S.
					269.28	1070300	BUILDINGS & GROUNDS MAI	NRPA PLAYGROUND
					575.00	1070300	BUILDINGS & GROUNDS MAI	CPSI CLASS & TEST
					235.72	5240520	WRF - SUPPLIES	AIR FILTERS FOR WRF
CC-JAN2021-JA	ZIONS BANK-SANTAQUIN		2/4/2021	2/4/2021	\$488.00 219.00	1068230	EDUCATION, TRAVEL & TRAIN	RESIDENTIAL MECHANICAL TEST (JON)
					219.00	1068230	EDUCATION, TRAVEL & TRAIN	RESIDENTIAL MECHANICAL TEST (JON)
					25.00	1078310	PROFESSIONAL & TECHNICA	GIFT CARD FOR DEPARTING PLANNING COMMISSIONER
					25.00	1078310	PROFESSIONAL & TECHNICA	GIFT CARD FOR DEPARTING PLANNING COMMISSIONER
CC-JAN2021-JA	ZIONS BANK-SANTAQUIN		2/10/2021	2/10/2021	\$1,054.13 60.00	1043480	EMPLOYEE RECOGNITIONS	ENGRAVING FOR WADE'S RETIREMENT GIFT
					9.75	1060250	EQUIPMENT MAINTENANCE	BOLTS FOR BACKHOE
					300.00	5140210	BOOKS, SUBSCRIPTIONS & M	
					59.39	5240240	SUPPLIES	LOCKOUT LOCKS
					26.49	5240240	SUPPLIES	LOCKOUT HASPS
					181.02	5240550	WRF - EQUIPMENT MAINTEN	BATTERIES FOR CRANE WRF
					318.30	6340310	PROFESSIONAL & TECHNICA	LIGHTS FOR MUSEUM
					99.18	6340310	PROFESSIONAL & TECHNICA	LIGHTS FOR MUSEUM
CC-JAN2021-JO	ZIONS BANK-SANTAQUIN		2/10/2021	2/10/2021	\$3,476.81			
					87.90	6340240	SUPPLIES	MUSEUM
					16.70	6340240	SUPPLIES	MUSEUM PROGRAM
					17.95 107.81	6340240 6340240	SUPPLIES SUPPLIES	MUSEUM PROGRAM MUSEUM PROGRAM
					154.33		SUPPLIES	MUSEUM - PROGRAM
					285.00	6740240	BOOKS, SUBSCRIPTIONS, &	URPA MEMBERSHIPS
					169.84	6740230	EDUCATION, TRAINING, & TR	RETIREMENT PARTY - LYN ORYALL
					161.40	6840800	AEROBICS	FITNESS
					207.11		AEROBICS	FITNESS
					76.42		AEROBICS	FITNESS
					28.74	6840800	AEROBICS	FITNESS
					118.94	6840800	AEROBICS	FITNESS
					39.82		AEROBICS	FITNESS
					193.02		AEROBICS	FITNESS
					72.87	6840803	ARTS & CRAFTS	
					321.45 87.68	6840803 6840803	ARTS & CRAFTS ARTS & CRAFTS	ART SUPPLIES ART SUPPLIES
					01.00	0040003	AN 13 & UKAF 13	ANI SUFFLIES

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Invoice No.	Vendor	<u>Check No.</u>	Ledger <u>Date</u>	Due <u>Date</u>	<u>Amount</u> 261.65 890.16	<u>Account No.</u> 6840803 7240240	<u>Account Name.</u> ARTS & CRAFTS SUPPLIES	<u>Description</u> ART SUPPLIES LIBRARY DESK
					178.02	7540300	BUILDINGS & GROUND MAIN	SENIOR CENTER TENT
CC-JAN2021-JU	ZIONS BANK-SANTAQUIN		2/10/2021	2/10/2021	\$303.78 11.00 112.19	7540240 7540480	SUPPLIES FOOD	MAIL SENIOR CENTER MEAL SUPPLIES
					180.59	7540480	FOOD	SENIOR CENTER MEAL SUPPLIES
CC-JAN2021-NO	ZIONS BANK-SANTAQUIN		2/10/2021	2/10/2021	\$128.57 128.57	4340500	SOFTWARE EXPENSE	COMPUTER STORAGE SERVICE RENEWAL
CC-JAN2021-RO	ZIONS BANK-SANTAQUIN		2/4/2021	2/4/2021	\$471.74 350.00 121.74	1054230 1054240	EDUCATION, TRAINING & TRA SUPPLIES	KC LOWHAM TRAINING OFFICE CHAIRS
CC-JAN2021-RY	ZIONS BANK-SANTAQUIN		2/4/2021	2/4/2021	\$2,138.64 106.50	1043230	EDUCATION, TRAINING AND T	BREAKFAST FOR DIRECTOR'S BUDGET MEETING
					30.69	7657132	EMPLOYEE RECOGNITIONS	LUNCH FOR CREW AFTER FILMING
					33.11	7657132	EMPLOYEE RECOGNITIONS	CHIEF OFFICERS MEETING/WEBINAR
					199.50	7657240	FIRE - SUPPLIES	TOUGH HOOKS FOR TURNOUTS
					187.50 35.50	7657242 7657242	EMS - SUPPLIES EMS - SUPPLIES	NARCOTIS FOR AMBULANCE BATTERY
					908.00	7657242	EMS - SUPPLIES	EZ-IO NEEDLES
						7657247	COVID-19 RELATED EXPENDI	DUFFLE BAGS FOR PAPR'S
					11.10	7657280	TELEPHONE	PREPAID CELL AMBULANCE
						7657280	TELEPHONE	PREPAID CELL PHONE AMBULANCE 142
					456.80	7657700	WILDLAND FIRE RES EXPEN	WILDLAND RADIO ITEMS
CC-JAN2021-SH	ZIONS BANK-SANTAQUIN		2/10/2021	2/10/2021	\$69.00 69.00	1043230	EDUCATION, TRAINING AND T	TRAINING - SH INTERNAL CONTROLS
CC-JAN2021-SU	ZIONS BANK-SANTAQUIN		2/4/2021	2/4/2021	\$890.12 25.20	1041240	SUPPLIES	VOM GIFT AND DRINKS FOR OFFICE
					30.00	1041660	PHOTO & VIDEO CONTEST E	PHOTO CONTEST BASKET
					50.00	1041660	PHOTO & VIDEO CONTEST E	PHOTO CONTEST BASKET
					50.00	1041660	PHOTO & VIDEO CONTEST E	PHOTO CONTEST BASKET
					8.57	1041660	PHOTO & VIDEO CONTEST E	CUP FOR PHOTO BASKET
					51.73 9.20	1041670 1043240	YOUTH CITY COUNCIL EXPE SUPPLIES	YCC ACTIVITY GIFT FOR ATTORNEY ON
					34.47	1043240	SUPPLIES	JOHNSON CASE VOM GIFT AND DRINKS FOR OFFICE
					14.99	1043480	EMPLOYEE RECOGNITIONS	INVITES FOR WADE'S RETIREMENT

2/12/2021

			Ledger	Due				
Invoice No.	Vendor	Check No.	Date	<u>Date</u>	<u>Amount</u>		Account Name.	Description
					47.93	1043480	EMPLOYEE RECOGNITIONS	RETIREMENT DECORATIONS
					104.71	1043480	EMPLOYEE RECOGNITIONS	RETIREMENT DECORATIONS
					38.50		EMPLOYEE RECOGNITIONS	RETIREMENT DECORATIONS
					23.01	1043480	EMPLOYEE RECOGNITIONS	RETIREMENT DECORATIONS
					36.15	1043480 1043480	EMPLOYEE RECOGNITIONS EMPLOYEE RECOGNITIONS	RETIREMENT DECORATIONS LUNCH FOR WADE'S
					326.66			RETIREMENT PARTY
					9.00	1043480	EMPLOYEE RECOGNITIONS	LYNN ORYALL RETIREMENT PARTY DECORATIONS
					10.00	1043480	EMPLOYEE RECOGNITIONS	BIRTHDAY GIFT CARDS
					10.00	1043480	EMPLOYEE RECOGNITIONS	BIRTHDAY GIFT CARDS
					10.00	1043480	EMPLOYEE RECOGNITIONS	BIRTHDAY GIFT CARDS
	Vendor Total:				\$11,724.75			
18 - 2012 P.I. Re	ZIONS FIRST NATIONAL BANK	82723	1/25/2021	1/25/2021	\$35,910.00			
					35,910.00	6040820	DEBT SERVICE - INTEREST	Interest - 2012 P.I. Revenue
								Refunding
18 - 2012 P.I. Re	ZIONS FIRST NATIONAL BANK	82723	1/25/2021	1/25/2021	\$148.62			
					148.62	6040820	DEBT SERVICE - INTEREST	2012 P.I. Revenue Refunding - Agent Fees
	Vendor Total:				\$36,058.62			C .
		т	otal:		\$715,301.08			
					,		CL Account Summary	
					45,708.94	1022210	<u>GL Account Summary</u> FICA PAYABLE	
					21,703.92		FEDERAL WITHHOLDING PAY	
					12,374.42		STATE WITHHOLDING PAYAB	
					5,184.22		WORKMENS COMPENSATION	
					53,108.29	1022300	RETIREMENT PAYABLE	
					1,434.90	1022325	RETIREMENT LOAN PAYMEN	
					1,502.00		UTILITIES PAYABLE	
					280.62		GARNISHMENTS	
					180.00	1022425	FOP DUES	
					8,904.31	1022430	COURT FINES AND FORFEITU	
					616.00	1022450-211	(INSP) HIGH PARK NORTH TO	
					310.00	1022450-292	(INSP)[Plat C]THE HILLS	
					3,820.00	1022450-296	(INSP)[Plat A]SUMMIT RIDGE	
					471.00		(INSP) COUNTRY SIDE ESTAT	
					104.00	1022450-308	(INSP) BYLUND COMMERCIAL	
					5,000.00	1022450-405	(BOND-LANDSCAPE)[Plat A-Lo	
					2.90	1022458	POLICE DONATED FUNDS	
					52,568.53	1022500	HEALTH INSURANCE	
					4,384.50	1022501	DENTAL	
					143.38	1022502	FSA	
					6,128.95	1022503		
					126.09 375.80	1022505 1022508	SUPPLEMENTAL VISION	
					375.80 131.98	1022508	STREET SIGNS (NEW DEVEL	
					1,500.00		BUILDING PERMITS	
					403.04		EDUCATION, TRAINING & TRA	
					90.45	1041240	SUPPLIES	
					4,543.40	1041330	DONATIONS	
					436.87	1041660	PHOTO & VIDEO CONTEST E	
					51.73	1041670	YOUTH CITY COUNCIL EXPE	
					1,064.50	1042310	PROFESSIONAL & TECHNICA	
					22,470.94		LEGAL	

			Ledger	Due	•			
Invoice No.	<u>Vendor</u>	Check No.	Date	<u>Date</u>		Account No.	Account Name.	Description
					7,164.45	1042610	STATE RESTITUTION	
					175.50	1043230	EDUCATION, TRAINING AND T	
						1043240	SUPPLIES	
						1043250	EQUIPMENT MAINTENANCE	
						1043260	FUEL	
						1043310	PROFESSIONAL & TECHNICA	
					6,867.98		LEGAL	
						1043480	EMPLOYEE RECOGNITIONS	
					2,902.51		BANK AND SERVICE CHARGE	
						1043510	INSURANCE AND BONDS	
						1043610	OTHER SERVICES	
					1,537.65		SUPPLIES	
						1048260	FUEL	
						1048280	TELEPHONE	
						1051240	SUPPLIES	
					7,762.74		UTILITIES	
					3,426.71		TELEPHONE	
					1,870.32		BUILDINGS & GROUND MAIN	
						1051480	CHRISTMAS LIGHTS	
						1054230	EDUCATION, TRAINING & TRA	
					1,147.04		SUPPLIES	
						1054250	EQUIPMENT MAINTENANCE	
					6,037.85			
					6,562.80		UTAH COUNTY ANIMAL SHEL	
						1060240	SUPPLIES	
						1060250	EQUIPMENT MAINTENANCE FUEL	
					462.59	1060260 1060270	UTILITIES - STREET LIGHTS	
						1062260	FUEL	
					36,037.90		WASTE PICKUP CHARGES	
					12,469.26		RECYCLING PICKUP CHARGE	
						1068230	EDUCATION, TRAVEL & TRAIN	
						1068250	EQUIPMENT MAINT	
						1068260	FUEL	
					2,637.41		PROFESSIONAL & TECHNICA	
					1,182.72		EQUIPMENT MAINTENANCE	
						1070260	FUEL	
					6,214.44		UTILITIES	
					1,561.58		BUILDINGS & GROUNDS MAI	
						1077250	EQUIPMENT MAINTENANCE	
						1077260	FUEL	
					136.44	1077300	BUILDINGS & GROUND MAIN	
					237.93	1078220	NOTICE, ORDINANCES & PUB	
						1078310	PROFESSIONAL & TECHNICA	
					3,592.50	1078320	GENERAL PLAN UPDATE	
				:	373,877.59		Total	
					500 00	4140704	NEW CITY HALL	
					98,013.00	4140704-001	NEW CITY HALL - LAND ACQU	
						4140704-002	NEW CITY HALL - ARCHITECT	
					2,336.50		P3 - OLD PUBLIC SAFETY BL	
						4140819	EXIT 242 VISION PLANNING	
					2,700.00		RELOCATION OF COUNTY LI	
					112,741.50		Total	
					57,544.67	4241056		
					3,828.04		2016 (4) PIECE EQUIPMENT L DEBT SERVICE - INTEREST	
				_	0,020.04	7270200	DEDI GERMOL - INTEREGI	

Invoice No.	Vendor	<u>Check No.</u>	Ledger <u>Date</u>	Due <u>Date</u>	<u>Amount</u> 61,372.71	Account No.	<u>Account Name.</u> Total	Description
					1,650.00	4340113	WEBSITE CONTENT MGT - PE	1
						4340117	MUNICODE - CODIFICATION	
					1,278.43		COPIER CONTRACT	
						4340500	SOFTWARE EXPENSE Total	
					3,857.51		Total	
						5113110	ACCOUNTS RECEIVABLE	
						5140210	BOOKS, SUBSCRIPTIONS & M	
					1,732.00 11,095.27		EDUCATION, TRAINING & TRA SUPPLIES	A
						5140240	EQUIPMENT MAINTENANCE	
						5140260	FUEL	
						5140273	UTILITIES	
						5140310	PROFESSIONAL & TECHNICA	
					20,017.50		CAPITAL PROJECTS	
					45,038.73		Total	
					160.00	5221600	SEWER FUND DONATIONS	
						5240230	EDUCATION, TRAINING & TRA	A
						5240240	SUPPLIES	
						5240250	EQUIPMENT MAINTENANCE	
						5240260	FUEL	
						5240310	PROFESSIONAL & TECHNICA WRF - UTILITIES	
					4,043.88	5240500 5240510	WRF - CHEMICAL SUPPLIES	
					291.19		WRF - SUPPLIES	
						5240530	WRF - SOLID WASTE DISPOS	
					4,881.73		WRF - EQUIPMENT MAINTEN	
					29,815.26		Total	
					5,464.07	5440240	SUPPLIES	
					4,983.39	5440273	UTILITIES	
					10,447.46		Total	
					150.00	5540720	IMPACT FEE	
					4,276.89	5540730	CAPITAL FACILITY PLAN UPD	
					4,426.89		Total	
					662.00	5740720	IMPACT FEE	
					1,172.89	6040730	CAPITAL FACILITY PLAN UPD	
					36,058.62	6040820	DEBT SERVICE - INTEREST	
					37,231.51		Total	
					10.99	6140335	MISC SUPPLIES	
						6140660	JR. JAZZ	
					444.99		Total	
					410.38		SUPPLIES	
						6340310	PROFESSIONAL & TECHNICA	
					827.86		Total	
					484.00	6440300	MISS SANTAQUIN SCHOLARS	
					285.00	6740210	BOOKS, SUBSCRIPTIONS, &	
				_				

Invoice No.	<u>Vendor</u>	<u>Check No.</u>	Ledger <u>Date</u>	Due <u>Date</u>	Amount 169.84 430.44 885.28	<u>Account No.</u> 6740230 6740260	<u>Account Name.</u> EDUCATION, TRAINING, & TR FUEL Total	<u>Description</u>
					825.45 1,079.07 1,904.52	6840800 6840803	AEROBICS ARTS & CRAFTS Total	
					1,786.65 1,019.42 2,806.07		BOOKS, SUBSCRIPTIONS & M SUPPLIES Total	I
					22.00 11.00 178.02 3,272.25 3,483.27	7540240	EDUCATION, TRAVEL, TRAINI SUPPLIES BUILDINGS & GROUND MAIN FOOD Total	
					199.50 1,347.11 14,522.22 2,898.68 32.98 1,235.68	7657250 7657252 7657260 7657280 7657300	EMPLOYEE RECOGNITIONS FIRE - SUPPLIES EMS - SUPPLIES COVID-19 RELATED EXPENDI FIRE - EQUIPMENT MAINTEN EMS - EQUIPMENT MAINTEN FUEL TELEPHONE STATE MEDICAID ASSESSME WILDLAND FIRE RES EXPEN Total	
				\$7	15,301.08		GL Account Summary Total	



RESOLUTION 02-01-2021 A RESOLUTION APPROVING A CONTRACT WITH ROCKY MOUNTAIN POWER

BE IT HEREBY RESOLVED:

SECTION 1: The attached documents represent an undergrounding contract with Rocky Mountain Power.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 16th day of February, 2021.

City of Santaquin,

Kirk F. Hunsaker, Mayor

Attest:

K. Aaron Shirley, City Recorder



November 4, 2020

Santaquin City 275 W Main St Santaquin, UT 84655

RE: WO #6936400

Dear Sir:

Enclosed is the following:

General Service Contract (3 copies)

Please have an authorized individual sign (in blue ink) all copies of the agreement. Return <u>all</u> copies of the agreement with a check for \$9,881.17or \$9,631.17 if you select the non refund option.

Please remit to:

Rocky Mountain Power c/o Florence Latta 355 West 200 North Santaquin, UT 84655

You will receive a copy of the map with the electrical layout design upon receipt of the signed contracts and payment. An executed copy of the agreement will also be sent back to you.

It will be a minimum of three weeks (or more) after contracts and monies are received before this job can be scheduled for construction. If you have any questions, please call me at (801) 754-6005.

Sincerely,

Mely Halth

McKay Hamilton Estimator

Customer's Mailing Address for Executed Contract

Santaquin City ATTENTION OF

275 W Main ST ADDRESS

Santaquin, UT 84655 CITY, STATE, ZIP

EMAIL ADDRESS

Rocky Mountain Power's Mailing Address for Executed Contract

355 W 200 N ADDRESS

Santaquin, UT 84655 CITY, STATE, ZIP

EMAIL ADDRESS

(UT Jan2020) Account #:09547635 001 Service ID #:730928737 001 Monthly McKay Hamilton C/C: 11421 Request #: 6936400 Contract #:

GENERAL SERVICE CONTRACT (1000 KVA OR LESS) between ROCKY MOUNTAIN POWER and SANTAQUIN CITY

This General Service Contract ("Contract"), dated November 3, 2020, is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **Santaquin City** ("Customer"), for electric service for Customer's Culinary Water Pump operation at or near 1100 S 145 W, Santaquin, Utah.

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

- 1. Delivery of Power. Company will provide 277/480 volt, three-phase electric service to the Customer facilities.
- Contract Demand. The demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 39 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract)(the "Contract Demand").

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

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

3. Extension Costs. Company agrees to invest \$14,689.83 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. Customer trenching, conduit, vault and/or right-of-way ("TCVR"), when provided for Company lines and equipment, may also be subject to refund as calculated using Company standard costs. (Customer must initial selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

- **Refund Option.** The total Customer Advance for this work is \$9,881.17, and the **balance due is \$9,881.17**, and Customer remains eligible for refunds. Company will refund part of the Customer Advance if additional customers connect to the Improvements within ten (10) years of the date Company is ready to supply service. Company will refund 20% of the refundable Customer Advance allocable to the **shared** Improvements for four additional applicants. Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.
- Contract Administration Credit Option. Customer chooses to receive a Contract Administration Credit of \$250 and waives their right to refunds should additional applicants connect to the Improvements. Accordingly, the balance due is \$9,631.17.
- 4. Contract Minimum Billing. Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the Customer's monthly bill; or, (2) \$206.22 (the monthly facilities charge) plus eighty percent (80%) of the Customer's monthly bill. Billings will be based on Rate Schedule No. 6 and superseding schedules. Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
- 5. Effective. This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
- 6. Contract Minimum Billing Term. This Contract becomes binding when both Company and Customer have signed it, and will remain in effect for five (5) years following the date when Company is ready to supply service (the "Term").

In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the Contract Minimum Billing for the remainder of the Term.

If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. The Customer's Advance will be applied to Company costs incurred for design, permitting and other associated Contract costs. However, if Company has installed Improvements so that Company is ready to supply service, but Customer is not ready to receive service from Company within such one-hundred fifty (150) day period, then the failure of Customer to receive service may be treated as a Customer default, and Customer shall be responsible for paying the Contract Minimum Billing for remainder of the Term.

7. Customer Obligations. Customer agrees to:

- a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or third party property and any permits, fees, etc. required to cross public lands;
- b) Prepare the route to Company's specifications;
- c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
- d) Comply with all of Company's tariffs, procedures, specifications and requirements.

8. Special Provisions: None

9. Underground Facilities. If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

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

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

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

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

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

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

- 12. Furnishing Information and Deposits. Customer represents that all information it has furnished or shall furnish to Company in connection with this Contract shall be accurate and complete in all material respects. Company will base its decision with respect to credit, deposits, allowances or any other material matter on information furnished under this section by Customer. Should such information be inaccurate or incomplete, Company shall have the right to revoke or modify this Contract and/or its decision to reflect the determination. Company would have made had Company received accurate and complete information. Company may request deposits, for the purpose of guaranteeing payment of electric service bills, as permitted under the Company's Utah Electric Service Regulation No. 9.
- 13. Governing Law; Venue. All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
- 14. Assignment. The obligations under this Contract are obligations at all times of Customer, and may not be assigned without Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under Company's policies, the Electric Service Regulations, and the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to Company. Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule.

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

- 15. Remedies; Waiver. Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.
- 16. Attorneys' Fees. If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.
- 17. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
- 18. Entire Agreement. This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. <u>This Contract may be modified</u> <u>only by a subsequent written amendment or agreement executed by both parties.</u>

SANTAQUIN CITY		ROCKY MOUNTAIN POWER			
By John & Of	h	Bysignature			
Kirk F. Hunsaker	Mayor	Kevin Staheli	Manager		
NAME (type or print legibly)	TITLE '	NAME (type or print legibly)	TITLE		
DATE 10/2020		DATE			

Customer's Mailing Address for Executed Contract

Santaquin City ATTENTION OF

275 W Main ST ADDRESS

Santaquin, UT 84655 CITY, STATE, ZIP for Executed Contract

Rocky Mountain Power's Mailing Address

355 W 200 N ADDRESS

Santaquin, UT 84655 CITY, STATE, ZIP

EMAIL ADDRESS

EMAIL ADDRESS

(UT Jan2020) Account #:09547635 001 Service ID #:730928737 001 Monthly McKay Hamilton C/C: 11421 Request #: 6936400 Contract #:

GENERAL SERVICE CONTRACT (1000 KVA OR LESS) between ROCKY MOUNTAIN POWER and SANTAQUIN CITY

This General Service Contract ("Contract"), dated November 3, 2020, is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **Santaquin City** ("Customer"), for electric service for Customer's Culinary Water Pump operation at or near 1100 S 145 W, Santaquin, Utah.

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

- 1. Delivery of Power. Company will provide 277/480 volt, three-phase electric service to the Customer facilities.
- Contract Demand. The demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 39 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract)(the "Contract Demand").

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

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

3. Extension Costs. Company agrees to invest \$14,689.83 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. Customer trenching, conduit, vault and/or right-of-way ("TCVR"), when provided for Company Ines and equipment, may also be subject to refund as calculated using Company standard costs. (Customer must initial selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

- **Refund Option.** The total Customer Advance for this work is \$9,881.17, and the **balance due is \$9,881.17**, and Customer remains eligible for refunds. Company will refund part of the Customer Advance if additional customers connect to the Improvements within ten (10) years of the date Company is ready to supply service. Company will refund 20% of the refundable Customer Advance allocable to the **shared** Improvements for four additional applicants. Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.
- Contract Administration Credit Option. Customer chooses to receive a Contract Administration Credit of \$250 and waives their right to refunds should additional applicants connect to the Improvements. Accordingly, the balance due is \$9,631.17.
- 4. Contract Minimum Billing. Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the Customer's monthly bill; or, (2) \$206.22 (the monthly facilities charge) plus eighty percent (80%) of the Customer's monthly bill. Billings will be based on Rate Schedule No. 6 and superseding schedules. Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
- 5. Effective. This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
- 6. Contract Minimum Billing Term. This Contract becomes binding when both Company and Customer have signed it, and will remain in effect for five (5) years following the date when Company is ready to supply service (the "Term").

In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the Contract Minimum Billing for the remainder of the Term.

If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. The Customer's Advance will be applied to Company costs incurred for design, permitting and other associated Contract costs. However, if Company has installed Improvements so that Company is ready to supply service, but Customer is not ready to receive service from Company within such one-hundred fifty (150) day period, then the failure of Customer to receive service may be treated as a Customer default, and Customer shall be responsible for paying the Contract Minimum Billing for remainder of the Term.

7. Customer Obligations. Customer agrees to:

- a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or third party property and any permits, fees, etc. required to cross public lands;
- b) Prepare the route to Company's specifications;
- c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
- d) Comply with all of Company's tariffs, procedures, specifications and requirements.

8. Special Provisions: None

9. Underground Facilities. If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

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

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

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

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

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

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

- 12. Furnishing Information and Deposits. Customer represents that all information it has furnished or shall furnish to Company in connection with this Contract shall be accurate and complete in all material respects. Company will base its decision with respect to credit, deposits, allowances or any other material matter on information furnished under this section by Customer. Should such information be inaccurate or incomplete, Company shall have the right to revoke or modify this Contract and/or its decision to reflect the determination. Company would have made had Company received accurate and complete information. Company may request deposits, for the purpose of guaranteeing payment of electric service bills, as permitted under the Company's Utah Electric Service Regulation No. 9.
- 13. Governing Law; Venue. All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
- 14. Assignment. The obligations under this Contract are obligations at all times of Customer, and may not be assigned without Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under Company's policies, the Electric Service Regulations, and the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to Company. Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule.

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

- 15. Remedies; Waiver. Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.
- 16. Attorneys' Fees. If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.
- 17. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
- 18. Entire Agreement. This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. <u>This Contract may be modified</u> only by a subsequent written amendment or agreement executed by both parties.

ROCKY MOUNTAIN POWER			
Ву			
signature			
Kevin Staheli	Manager		
NAME (type or print legibly)	TITLE		
DATE			
	By		

Customer's Mailing Address for Executed Contract

Santaquin City

275 W Main ST ADDRESS

Santaquin, UT 84655 CITY, STATE, ZIP

EMAIL ADDRESS

Rocky Mountain Power's Mailing Address for Executed Contract

355 W 200 N ADDRESS

Santaquin, UT 84655 CITY, STATE, ZIP

EMAIL ADDRESS

(UT Jan2020) Account #:09547635 001 Service ID #:730928737 001 Monthly McKay Hamilton C/C: 11421 Request #: 6936400 Contract #:

GENERAL SERVICE CONTRACT (1000 KVA OR LESS) between ROCKY MOUNTAIN POWER and SANTAQUIN CITY

This General Service Contract ("Contract"), dated November 3, 2020, is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **Santaquin City** ("Customer"), for electric service for Customer's Culinary Water Pump operation at or near 1100 S 145 W, Santaquin, Utah.

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

- 1. Delivery of Power. Company will provide 277/480 volt, three-phase electric service to the Customer facilities.
- 2. Contract Demand. The demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 39 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract)(the "Contract Demand").

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

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

3. Extension Costs. Company agrees to invest \$14,689.83 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. Customer trenching, conduit, vault and/or right-of-way ("TCVR"), when provided for Company Ines and equipment, may also be subject to refund as calculated using Company standard costs. (Customer must initial selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

- **Refund Option.** The total Customer Advance for this work is \$9,881.17, and the **balance due is \$9,881.17**, and Customer remains eligible for refunds. Company will refund part of the Customer Advance if additional customers connect to the Improvements within ten (10) years of the date Company is ready to supply service. Company will refund 20% of the refundable Customer Advance allocable to the **shared** Improvements for four additional applicants. Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.
- Contract Administration Credit Option. Customer chooses to receive a Contract Administration Credit of \$250 and waives their right to refunds should additional applicants connect to the Improvements. Accordingly, the balance due is \$9,631.17.
- 4. Contract Minimum Billing. Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the Customer's monthly bill; or, (2) \$206.22 (the monthly facilities charge) plus eighty percent (80%) of the Customer's monthly bill. Billings will be based on Rate Schedule No. 6 and superseding schedules. Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
- Effective. This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
- 6. Contract Minimum Billing Term. This Contract becomes binding when both Company and Customer have signed it, and will remain in effect for five (5) years following the date when Company is ready to supply service (the "Term").

In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the Contract Minimum Billing for the remainder of the Term.

If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. The Customer's Advance will be applied to Company costs incurred for design, permitting and other associated Contract costs. However, if Company has installed Improvements so that Company is ready to supply service, but Customer is not ready to receive service from Company within such one-hundred fifty (150) day period, then the failure of Customer to receive service may be treated as a Customer default, and Customer shall be responsible for paying the Contract Minimum Billing for remainder of the Term.

7. Customer Obligations. Customer agrees to:

- a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or third party property and any permits, fees, etc. required to cross public lands;
- b) Prepare the route to Company's specifications;
- c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
- d) Comply with all of Company's tariffs, procedures, specifications and requirements.

8. Special Provisions: None

9. Underground Facilities. If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

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

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

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

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

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

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

- 12. Furnishing Information and Deposits. Customer represents that all information it has furnished or shall furnish to Company in connection with this Contract shall be accurate and complete in all material respects. Company will base its decision with respect to credit, deposits, allowances or any other material matter on information furnished under this section by Customer. Should such information be inaccurate or incomplete, Company shall have the right to revoke or modify this Contract and/or its decision to reflect the determination Company would have made had Company received accurate and complete information. Company may request deposits, for the purpose of guaranteeing payment of electric service bills, as permitted under the Company's Utah Electric Service Regulation No. 9.
- 13. Governing Law; Venue. All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
- 14. Assignment. The obligations under this Contract are obligations at all times of Customer, and may not be assigned without Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under Company's policies, the Electric Service Regulations, and the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to Company. Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule.

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

- 15. Remedies; Waiver. Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.
- 16. Attorneys' Fees. If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.
- 17. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
- 18. Entire Agreement. This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. <u>This Contract may be modified</u> only by a subsequent written amendment or agreement executed by both parties.

SANTAQUIN CITY	ROCKY MOUNTAIN PO	ROCKY MOUNTAIN POWER			
By Children	signature				
NAME (type or print legibly) TITLE	NAME (type or print legibly)	Manager			
11/10/2020 DATE	DATE	_			



RESOLUTION 02-02-2021 A RESOLUTION APPROVING NRCS FUNDING INCREASE FOR FINAL DESIGN OF EAST SIDE DEBRIS BASIN

BE IT HEREBY RESOLVED:

SECTION 1: The following documents represent an increase in NRCS funding for the final design of the East Side Debris Basin.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 16th day of February, 2021.

City of Santaquin,

Kirk F. Hunsaker, Mayor

Attest:

K. Aaron Shirley, City Recorder

Application for Federal Assistance SF-424									
* 1. Type of Submisi		New	* If Revision		te letter(s) : ase Award				
* 3. Date Received:		4. Applicant Identifier:							
5a. Federal Entity Identifier: 5b. Federal Award Identifier:									
State Use Only:			1						
6. Date Received by	/ State:	7. State Application	Identifier:						
8. APPLICANT INF	ORMATION:								
* a. Legal Name:	Santaquin City								
* b. Employer/Taxpa 87-6000900	ayer Identification Nun	nber (EIN/TIN):		anizational DUNS	6:				
d. Address:			1						
* Street1: Street2: * City:	275 West Main	Street							
County/Parish:	Santaquin								
* State:				UT: Utah					
Province:									
* Country:			USA:	UNITED STA	TES				
* Zip / Postal Code:	84655-0000								
e. Organizational	Unit:								
Department Name:			Division	Name:					
f. Name and conta	act information of pe	erson to be contacted on m	atters invo	lving this appl	ication:				
Prefix:		* First Name	e: Ben						
Middle Name:									
	eves	_							
Suffix:									
Title: Santaquin City Administrator									
Organizational Affiliation:									
* Telephone Number: 801-754-3211 Fax Number:									
* Email: breeves@santaquin.org]		
									1tom # 2

Application for Federal Assistance SF-424
* 9. Type of Applicant 1: Select Applicant Type:
C: City or Township Government
Type of Applicant 2: Select Applicant Type:
Type of Applicant 3: Select Applicant Type:
* Other (specify):
* 10. Name of Federal Agency:
USDA - Natural Resources Conservation Service
11. Catalog of Federal Domestic Assistance Number:
10.904
CFDA Title:
Watershed Protection and Flood Prevention
* 12. Funding Opportunity Number:
* Title:
Watershed Protection and Flood Prevention
13. Competition Identification Number:
Title:
14. Areas Affected by Project (Cities, Counties, States, etc.):
Add Attachment Delete Attachment View Attachment
* 15. Descriptive Title of Applicant's Project: Santaquin City Supplemental Plan-EA for the addition of flood control structures.
Sancaquin Sicy Supplemental fin in for the addition of flood control Strattares.
Attach supporting documents as specified in agency instructions.
Add Attachments Delete Attachments View Attachments

٦

Application	for Federal Assistanc	e SF-424					
16. Congressi	onal Districts Of:						
* a. Applicant	UT-4			* b. Program/Pro	oject UR-4		
Attach an addit	ional list of Program/Project C	ongressional Distric	cts if needed.				
			Add Attachment	Delete Attachm	ient Viev	w Attachment	
17. Proposed	Project:						
* a. Start Date:	01/15/2018			* b. End [Date: 09/30	/2021	
18. Estimated	Funding (\$):						
* a. Federal		1,528,125.00					
* b. Applicant							
* c. State							
* d. Local							
* e. Other							
* f. Program In	come						
* g. TOTAL		1,528,125.00					
* 19. Is Applic	ation Subject to Review By	/ State Under Exe	cutive Order 12372	Process?			
🔀 a. This ap	plication was made availab	le to the State und	er the Executive Or	der 12372 Process for	r review on	11/21/2017.	
	n is subject to E.O. 12372 b						
	n is not covered by E.O. 12		·				
	plicant Delinquent On Any		f "Vac " provide ovi	alanation in attachmo	(nt)		
20. IS the Ap			i les, plovide ex		:iii. <i>)</i>		
If "Yes", provi	de explanation and attach			Delete Attechur) (in)		
			Add Attachment	Delete Attachm	ient viev	w Attachment	
herein are tru comply with a	g this application, I certify ie, complete and accurate ny resulting terms if I acco	e to the best of r ept an award. I am	ny knowledge. I al aware that any fals	so provide the requi se, fictitious, or fraud	ired assuran	ces** and agree to	
	criminal, civil, or administ	rative penaities. (U.S. Code, Title 218	, Section 1001)			
X ** I AGRE							
** The list of c specific instruct	ertifications and assurances, ions.	or an internet site	where you may obt	ain this list, is containe	ed in the anno	ouncement or agency	
Authorized Re	epresentative:						
Prefix:		* Fir	st Name: Kirk				
Middle Name:	F.						
* Last Name:	Hunsaker						
Suffix:							
* Title:	ayor						
* Telephone Number: 801-754-3211 Fax Number:							
* Email: bree	ves@santaquin.org						
* Signature of A	uthorized Representative:					* Date Signed:	
							Item # 3

USDA

United States Department of Agriculture

OCT 0 7 2020

The Honorable John Curtis U.S. House of Representatives 125 Cannon Office Building Washington, D.C. 20515

Dear Congressman Curtis:

Protecting our Nation's watersheds and enhancing the quality of natural resources are important mutual goals of this Administration. Because of this emphasis, we are pleased to notify you and your congressional colleagues that the Natural Resources Conservation Service (NRCS) has authorized federal assistance for Supplement No. 1 to the Santaquin Watershed Plan. Work on this project is being conducted under the authority of the Watershed Protection and Flood Prevention Act (Public Law 83-566). Locally, the project is sponsored by Santaquin City. This project will construct five debris basins to address flood and debris flows that threaten residential/commercial properties and critical public infrastructure in Santaquin City.

The cost of Supplement No. 1 to the Santaquin Watershed Plan is estimated to be \$12,279,600, of which \$9,104,800 will be paid by Public Law 83-566 funds. The amount to be paid by the sponsor (Santaquin City) with local funding is \$3,174,800.

NRCS staff will contact you within 30 days to provide specific information regarding this project, such as responsibility for implementation and other anticipated benefits.

If you have any questions, please do not hesitate to contact Emily Fife, Utah State Conservationist, at <u>emily.fife@usda.gov</u> or 801/524-4550.

A public announcement will not be made until five (5) days after the date of this letter.

Sincerely,

Kevin D. Norton Acting Chief Natural Resources Conservation Service

Natural Resources Conservation Service P.O. Box 2890 Washington, D.C. 20013



MEMORANDUM

To: Mayor Hunsaker & City Council Members

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

Date: February 12, 2021

Re: NRCS Funding Increase for Debris Basin Final Design

Mayor and Council,

As you know, in late 2017, Santaquin City received an award from USDA-NRCS in the amount of \$370,000.00 for the Supplemental Environmental Assessment (EA) work on the east bench. The EA for the east side watersheds and debris basins was completed in late 2019. The EA report and the included preferred alternatives from the EA (east side debris basins) were approved by national NRCS in 2020.

It is now time for this project to move into the final design stage for the debris basins planned on the east bench. These debris basins will help protect homes, businesses, and city infrastructure on the east bench from high runoff volumes and potential debris flows.

For your information, the current funding contract between Santaquin City & NRCS amount is \$370,000.00. NRCS proposes to increase the funding amount to \$1,528,125.00. This funding increase is a result of the recent (10-7-2020) USDA approval for \$9,104,800.00 in funding for final design **and** future construction of the debris basins.

With this additional NRCS funding, there will be sufficient funding to fully cover 100% of the final design for the east bench debris basins identified in the EA report. For this portion of the project (Final Design) the City is not responsible for any of the project costs. The USDA-NRCS funding completely covers this work.

275 West Main Street Santaquin, Utah 84655 (801) 754-3211 www.santaquin.org I have reviewed the proposed funding increase with the staff at USDA-NRCS. They, as well as City staff, are comfortable with the proposed funding increase to cover the final design of the east bench debris basins.

As a reminder, any future property acquisition needed for these debris basins is not funded by any NRCS federal funds. All property acquisition is the responsibility of Santaquin City. We will not fully know the exact property locations, sizes, and therefore, costs, until the final design is complete.

Recommended Motion: Motion to approve the proposed NRCS funding increase for the final design for the east side debris basins in an amount of \$1,528,125.00.

2020 Photo Contest Overall Winner Announced





Clay Craig won the 2020 grand prize for Santaquin's Photo Contest "What do You Love About Santaquin?" with this beautiful image taken at dusk in Santaquin.

Congratulations Clay!







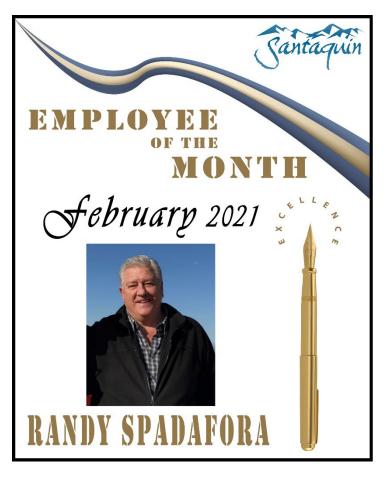


January 2021 Employee of the Month – Randy Spadafora

Randy Spadafora has been a staple employee in the Santaquin Community Development Department as a Building Inspector for nearly 23 years. As the current Building Official, he helped lead the efforts to manage the incredible growth that happened this past year. Despite the various challenges that came during

the year 2020, 675 permits were issued of which 430 were new multifamily and single residential permits. That is the most growth that Santaquin City has ever experienced in one calendar year and it is expected to continue. Randy was an integral part of ensuring that each and every one of those buildings were constructed properly. His efforts protect most resident's biggest investment and most important material possession — their homes. Randy's attention to detail and efforts as a building inspector to ensure proper construction of buildings in our community can sometimes be misunderstood and unacknowledged.

We hope everyone can recognize the important work that Randy and the other inspectors do behind the scenes on their behalf during the construction of their homes, businesses, and other building structures. Qualities that Randy's co-workers have used to describe him are; dedicated, patient, and



humble. Randy has a great sense of humor and he helps make work in a busy office enjoyable.

Randy and his wife have lived in Spanish Fork for the past 12 years and before then, lived in Santaquin for about 12 years. They are a blended family with Randy's 5 children and his wife's 4 children. Together they have 13 grandchildren. Randy enjoys activities such as camping, archery hunting, road trips on his motorcycle and oil painting. He grew up in Green River, Utah, and attended college at what is now known as UVU. He obtained his bachelor's degree in general education with an emphasis in drafting and design. Randy spent part of his career working for engineering firms in Orem, Price and Las Vegas doing drafting work. He loves his job at Santaquin and looks forward to working for the city for many more years to come.

We are grateful for all the great work that Randy has done to help Santaquin City grow into what it is today.

February 2021 Employee of the Month

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2020 HIGH SCHOOL LAW ENFORCEMENT INTERNSHIP



I have absolutely nothing bad to say about this internship, it was one of the greatest experiences for me. Law enforcement has always been a major passion of mine and to be able to get real police training and actual hands-on stuff not like the videos I watch on my own was amazing. Glenn and all the officers who taught classes also really tried teaching us everything and it didn't go unnoticed. With all this knowledge I got from this internship I will be able to apply to the police academy and hopefully my law enforcement career later down the road. So to the Santaquin Police department and all the officers who were involved with this internship, I thank you all for everything you did for me and really showing me what this career has to offer and for helping my passion for this career only grow more.

-Peyton Moosman-

The Santaquin Police Department has designed an excellent program for our youth to participate in, who are interested in a law enforcement career. Each time I stop by to view what the students are doing that week, I end up staying much longer than anticipated because the information they are learning and the activities they are participating in are so fascinating!

In conjunction with Santaquin PD, Rich Glenn was awarded the Utah ACTE Work-Based Learning Employer Partnership Award this last year, due to his work with this program. Nebo School District and the internship program are appreciative of the time and dedication of all the officers involved in creating this fantastic experience for our students. Thank you!

Christine Thomas CTE Internship Coordinator Utah ACTE WBL Executive Board Member Mobile 801-319-3837 http://cte.nebo.edu/internships https://www.linkedin.com/company/nebo-school-district-cte-internships/

I really loved coming to class everyday and learning about law enforcement. I believe that no matter if you want to do this as a career or not. this class would give you knowledge about government, protecting yourself and others, as well as knowing what it's really like to be an officer. This class has shown me why I want to be a police officer and has given me insight on how to be the best one I can be. Please keep this program up and please grow and make this program better.

-Hadley Hebdon-

The Santaquin Police Department Internship has benefited me because I was able to learn about how the police work on a city level. It was inspiring to see the dedicated men and women who run the program. I saw genuine kindness throughout my time as an intern. It takes hard work to be an officer, and they bravely protect us. I'm am grateful I got to see firsthand how much police officers sacrifice for their community. My compassion has grown as well as my aware for others around me. I will never forget this experience. Thank you Santaquin PD for this opportunity. You are heroes!

-Amelia Hunter-

The best experiences from my internship were definitely the scenarios. We had roll players act as civilians and we would get called to the scene and have to fix the problem. Examples of these calls would be a loud party, someone braking into a building, or even a traffic stop. As "officers" we had a partner and fake guns that actually shoot. At times we did need to use the guns but most times my partner and I resolved the issues without the use of a deadly force. These scenarios helped us feel and learn first hand what is like to be an officer but all in a safe environment. It was a lot of fun!

I again highly recommend the Santaquin Police department internship. I would like to take the time to thank the Santaquin police department for all that they have taught me. They did an amazing job in teaching my class. I would highly recommend any high school students thinking about going into law enforcement or anyone who wants to learn more about it to take this internship! I had so much fun and learned so much! You get a good idea and feel for the career, all while seeing what our amazing law enforcement does for us each and everyday.

-Abbie Adams-

I'd like to take some time to thank my mentor and officers who have helped me to truly experience what it's like to work at a police station, and teach me the factors of law enforcement. You've taught me that I don't want to be an officer--that's just too scary, but on the bright side I still want a law enforcement career and I now know more about what I want. I'm grateful for Detective Glenn being patient and helpful to me in my time here. I will never forget this internship, it has benefited me in ways I never thought possible! Law enforcement brings justice and protection, I will always remember to appreciate this enticing experience and what it has given me. You all impact lives for the better, never forget that.

-Anne Brian-

Interning at the Santaquin Police Department has benefited me in many ways. With all the classes, activities, scenarios, and ride-alongs, this has given me a good idea of what a law enforcement officer's life looks like and has allowed me to visualize myself as an officer in my future. From acting out real-life scenarios to writing reports and going on ride-alongs, it shows the excitement along with the boring paperwork and the days where not much happens. I learned many things each week and always looked forward to the next class. Going on ride-alongs with different officers and having a variety of officers teach the classes gave a different perspective of the job. This program is beneficial to the community for providing an understanding of the dangerous situations police officers can face every day and providing an opportunity to truly understand and picture what this career entails. This program has helped me decide to pursue a career in law enforcement. Thank You to Santaquin City and Police Department for creating this program and providing an outstanding and beneficial opportunity!

-Elizabeth Engle-

This internship has opened so many doors for me. I have realized that there are way more jobs in law enforcement than just police and court systems. This has been one of the best opportunities I've had all trough out high school. I hope to further my knowledge and pursue a career in this field. Thank you to all of the officers and staff that made this possible!

-Hagen Bettis-

The internship was one of the best experiences I've ever had!!! We got to do a wide range of law enforcement training, such as; Traffic Stops, Investigations, DUI, Building Clearing, Drugs/K9 demonstration, Criminal Law/Legal, Defensive Tactics (my personal favorite), and much much more! I learned SO much from the semester long course, and can't wait to learn more once I become a cop. I thought it was extremely fun, and insightful! I have learned SO MUCH from the program and made a lot of friends who have similar interests and outlooks on life! One thing that I thought was amazing about the program was when we first went into our internship we went around the room and all said what we wanted to do for a career, most of us said law enforcement (including me) but there were a couple people who wanted to do military and police, one who wanted to be a forensic scientist, another who wanted to be a victims advocate, which I thought was very interesting, but that's not what I thought was amazing. What I thought was amazing was, there was this one girl that had entered the program wanting to become a police officer, and maybe 3 or 4 classes into the internship she told me that she didn't want to be a police officer anymore, because of what she learned in the internship.

My first thought was, "that's not right, this program scared someone away from being a police officer. It should be the opposite way around, it should make people want to become a police officer even more!" but then I started thinking about it. This program, for one, is not supposed to be a people pleaser, and it's not the program's purpose to have everybody hear what they want to. It is supposed to be an introduction into law enforcement, plain and simple. Second, this program saved her from going down the wrong path in life, that would have cost her a lot of time and money, and we all know law enforcement is NOT meant for everybody. Lastly, she still loved the internship! I thought she would hate it and not enjoy it anymore, I mean after all it was what made her realize that she didn't want to go into law enforcement anymore, but no she loved it up until the very end, and left the program with a better appreciation for law enforcement!

For her the internship didn't ruin wanting to become a police officer, it just showed her that it wasn't the right field for her! Now on the other hand there were also LOTS of people who finished the program who ended up wanting to go into the law enforcement field even more! (including me) The program gives everybody an experience that no one would have until the police academy and we are in HIGH SCHOOL! I love how I have gotten the amazing

opportunity to learn and better understand what I hope to be my future career. I love how the program is not limited to only kids who want to become a police officer. It could be anything from kids wanting to be in the FBI to kids who want to better understand law enforcement and most importantly kids who want to become law enforcement! They made it a very good environment for me and the other students. I always felt excited and happy to go to the internship, and I hope this internship will continue as LONG as possible, because it is changing and shaping lives! Or at least it did for me!

-Emma Starkey-

I loved being at this internship, the culture of the Santaquin police department is very unique. I didn't expect them to have such a dark sense of humor, but I understand you have to when you're on the force because they have seen some terrible cases either with children, domestic violence, suicides etc. I loved all the activities/scenarios that we did, thanks Officer Glenn who made the internship a really fun, great environment and helped me know what I want to go into when I'm older. Thanks to all of the officers, fire fighters, k-9's, and attorneys that gave me good advice and insight into their field it was a really fun experience and I can't wait for what will happen in my future.

-Myllie Reaves-

This internship has been very beneficial to me. I have learned so many things about police work that I never knew. All the people who helped with the internship were very nice and answered all my questions. They made it fun to go to. I also have a great experience with the city of Santaquin that I never did before. I talk very highly of Santaquin as a whole and especially the police department. Thank you for the internship and all it has done for me. I have learned so much.

-Makenzi Thomas-

The program was really fun to participate in and I learned a lot of new things that will help me in pursuing my career in the future.

-Bridger Hall-

This was a very well put together internship. Everyone genuinely cared and were bound to making sure we were having a great time. We had great things planned and I enjoyed every one of them! Thank you to the Santaquin PD.

-Rachel Herbert-







ORDINANCE NO. 02-01-2021

AN ORDINANCE AMENDING THE ZONING MAP OF SANTAQUIN CITY, MORE SPECIFICALLY, APPROVING THE REZONING OF APPROXIMATELY 6.60 ACRES OF PROPERTY FROM R-8 RESIDENTIAL ZONE AND CENTRAL BUSINESS DISTRICT (CBD) TO PF PUBLIC FACILITIES ZONE, PROVIDING SEVERABILITY AND AN EFFECTIVE DATE FOR THE ORDINANCE.

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 Santaquin City Planning Commission held a public hearing during their February 9, 2021 meeting, which hearing was preceded by the posting of public notice in at least three public places within the City limits of Santaquin City, and which notice of public hearing was published in the Payson Chronicle Newspaper in accordance with Section 10-9a-205 of the Utah State Code; and

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

WHEREAS, the City Council desires to amend the Official Zoning Map of Santaquin City, more specifically the rezoning of approximately 6.60 acres of property from R-8 Residential Zone and Central Business District (CBD) to PF Public Facilities Zone which is located west of the intersection of Center Street and 100 South;

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

Section I.

That the official zoning map of the City be amended such that approximately 6.60 acres of property be rezoned from R-8 Residential Zone and Central Business District (CBD) to PF Public Facilities Zone as shown on the attached map labeled as Exhibit A and by this reference made part hereof.

Section II. Severability

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

Section V. <u>Posting and Effective Date.</u> This ordinance shall become effective at 5:00 p.m. on Wednesday, February 17, 2021. 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 16th day of February, 2021.

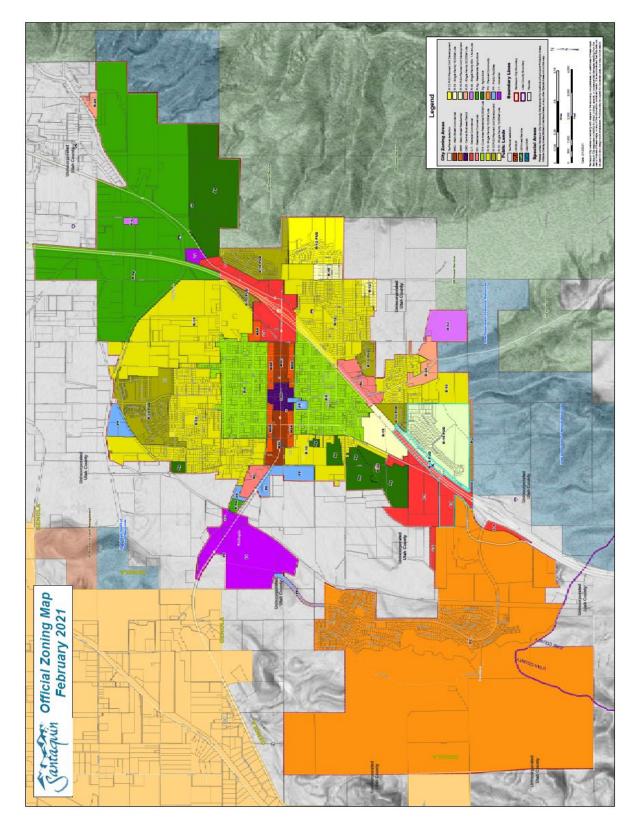
Kirk Hunsaker, Mayor

Councilmember Nick Miller	Voted
Councilmember Elizabeth Montoya	Voted
Councilmember Lynn Mecham	Voted
Councilmember Jennifer Bowman	Voted
Councilmember David Hathaway	Voted

ATTEST:

K. Aaron Shirley, City Recorder

Exhibit A (Santaquin City Zoning Map)



STATE OF UTAH)) ss. COUNTY OF UTAH)

I, K. AARON SHIRLEY, 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 16th day of February, 2021, entitled

"AN ORDINANCE AMENDING THE ZONING MAP OF SANTAQUIN CITY, MORE SPECIFICALLY, APPROVING THE REZONING OF APPROXIMATELY 6.60 ACRES OF PROPERTY FROM R-8 RESIDENTIAL ZONE AND CENTRAL BUSINESS DISTRICT (CBD) TO PF PUBLIC FACILITIES ZONE, PROVIDING SEVERABILITY AND AN EFFECTIVE DATE FOR THE ORDINANCE."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Santaquin City Utah this 16th day of February, 2021.

K. AARON SHIRLEY Santaquin City Recorder

(SEAL)

AFFIDAVIT OF POSTING

STATE OF UTAH)) ss. COUNTY OF UTAH)

I, K. AARON SHIRLEY, City Recorder of Santaquin City, Utah, do hereby certify and declare that I posted in three (3) public places the ordinance, which is attached hereto on the 16th day of February, 2021.

The three places are as follows:

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

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

K. AARON SHIRLEY Santaquin City Recorder

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by K. AARON SHIRLEY.

My Commission Expires:

Notary Public

Residing at: Utah County

MEMO



To: Mayor Hunsaker and City Council

From: Jason Bond, Community Development Director

Date: February 11, 2021

Re: Proposed Zone Change for City Property in Core Area

It is proposed that the City Council consider amending the Santaquin City Zoning Map to change the zoning of City-owned property in the core area from R-8 Residential and Central Business District (CBD) to PF Public Facilities.

The area proposed to be rezoned consists of civic uses including the Library, Chieftain Museum, open space, and the site for the new City Hall which will start construction in the Spring of 2021. The PF Public Facilities Zone has regulations that will be more consistent with the civic uses that are on the property.

The Planning Commission's recommendation is as follows:

Motion: Commissioner Lance motioned to forward a positive recommendation to the City Council that the City-owned property in the core area be rezoned from R-8 residential and Central Business District (CBD) to Public Facilities (PF). Commissioner Adcock seconded.

Roll Call:

Commissioner Wood, Aye; Commissioner Nixon, Aye; Commissioner Hoffman, Aye; Commissioner Curtis, Aye; Commissioner Adcock, Aye; Commissioner Lance, Aye.

The motion was passed unanimously 6 to 0.

Staff Recommendation: It is recommended that the City Council adopt Ordinance No. 02-01-2021 to rezone the City-owned property in the core area from R-8 Residential zone and Central Business District (CBD) to PF Public Facilities zone.

Recommended motion: "Motion to adopt Ordinance No. 02-01-2021 which rezones City-owned property in the core area from R-8 Residential zone and Central Business District (CBD) to PF Public Facilities zone."

CURRENT ZONING



PROPOSED ZONING





RESOLUTION 02-03-2021 A RESOLUTION SETTING A GUARENTEED MAXIMUM PRICE FOR GENERAL MANAGER/GENERAL CONTRACTOR SERVICES FOR CITY HALL CONTRUCTION

BE IT HEREBY RESOLVED:

SECTION 1: The attached document represents a change order for General Manager/General Contractor Ellsworth Paulsen's services for City Hall construction setting a Guaranteed Maximum Price (GMP) of \$6,498,629.00.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 16th day of February, 2021.

City of Santaquin,

Kirk F. Hunsaker, Mayor

Attest:

K. Aaron Shirley, City Recorder

CHANGE ORDER



PROJECT SANTAQUIN CITY	CHANGE ORDER No.	01
SANTAQUIN CITY HALL Approximately 100 South Center Street	DATE	February 12, 2021
Santaquin, Utah 84655	CONTRACT DATE	January 12, 2021
OWNER Santaquin City Corporation 275 West Main Street Santaquin, Utah 84655 Agent: Norm Beagley	CONTRACTOR Ellsworth Paulsen Constru 17 North 100 West Lehi, Utah 84043 Agent : Richard Ellsworth	
The Contract is changed as follows:		
Description	Amount Added to the Contract	Amount Deducted from the Contract
Contractor Change Order #1 GMP	\$6,160,734.00	
Making the Project Guaranteed Maximum Price (GMP)		
total <u>\$6,498,629.00</u>		

The basement finishes for the south wing of the city hall will be Additive Alternate #1, to be included as funding allows

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was	\$ \$	337,895.00 0.00
The Contract Sum prior to this Change Order was The Contract Sum, now the Guaranteed Maximum Price (GMP), will be <u>increased</u>	<u></u> \$	337,895.00
by this Change Order in the amount of The new Contract Sum including this GMP Change Order will be	\$ \$	6,160,734.00 6,498,629.00
The Final Contract Time will be increased to The date of Substantial Completion as of the date of this Change Order therefore is		August 31, 2022 July 31, 2022

WPA Architecture	Ellsworth Paulsen Construction	Santaquin City Corporation
475 North Freedom Blvd Address	<u>17 North 100 West</u> ^{Address}	275 West Main Street Address
Provo, Utah 84601	Lehi, Utah 84043	Santaquin, Utah 84655
BY	BY	BY
DATE	DATE	DATE

Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
	Base Total			3,870,331
	Miscellaneous			
00 1000	Building Permit Fee?	0.00 ls	0.00 /ls	
00-1000	GENERAL CONDITIONS			
_	Dust Control	8.00 mnth	300.00 /mnth	2,40
01-1000				
	Final Cleaning Sub	29,163.00 sf	0.26 /sf	7,58
01-1000				
		4.00 1	40.000.00 //-	40.00
01-1450	Quality Control Sub	1.00 IS	12,820.00 /ls	12,82
	FIELD ENGINEER & SURVEY			
	Surveying, subcontractor	32,004.00 sf	0.05 /sf	1,60
01-1722				
			"	
04 2400	Connection Fees by Owner	0.00 Is	0.00 /Is	
01-2100	WINTER CONDITIONS			
		0.00 mnth	/mnth	
01-7000				
	EROSION CONTROL			
	SWPPP	1.00 ls	5,280.00 /ls	5,28
02-1060				
-		13 000 00 of	0.00 /of	125,10
02-2002		13,500.00 Si	5.00 /31	125,10
	CONCRETE SUB			
	Concrete Footings	52.00 cy	370.00 /cy	19,24
03-3002				
	Concrete Foundation 12"wide x 10' high	230.00 cy	410.00 /cy	94,30
03-3002	4" Concrete Floor	13 897 00 sf	4.25 /sf	59,06
03-3002		10,007.00 31	4.25 /31	55,00
	Gypcrete	21,407.00 sf	1.25 /sf	26,75
03-3002				
		050.00.1/	00.00 //r	
03-4060	Precast Window Wells or Equal	258.00 lf	86.00 /lf	22,18
00-4000	Precast Window Sills	1.00 ls	18,447.00 /ls	18,44
03-4060				
	MASONRY SUB			
	Masonry Sub	12,482.00 sf	18.60 /sf	232,16
04-4100				
		1.00 ls	120.000.00 /ls	120,00
05-0100				
	METAL FABRICATIONS			
	4'-0" Wide Metal Stairs- Cement Fill Metal Pan	60.00 rsr	440.62 /rsr	26,43
05-5500		20.00	000.04 /	40
05-5500		20.00 rsr	928.91 /rsr	18,57
	HANDRAILS			
	Stair Railing	260.00 lf	80.00 /lf	20,80
05-5520				
	Glass Railing	140.00 lf	300.30 /lf	42,04
05-5520				
_		15.020.00 sf	26.00 /sf	390,52
06-6200	······································			
	Wood Framing - South Wing	6,387.00 sf	26.00 /sf	166,06
06-6200				
	ARCHITECTURAL WOODWORK		~~	
06 6400	Chair Rail (Quantity?)	5,000.00 lf	5.80 /lf	29,00
00-0400	Window Sills	1.00.15	18 600 00 //s	18,60
06-6400		1.00 13		10,00
	Grand Stair Case Woodwork	1.00 ls	16,800.00 /ls	16,80
1				
06-6400				
	0.1-1000 01-1000 01-1000 01-1000 01-1000 01-1000 01-1000 01-1000 01-1000 01-1000 01-1000 01-1000 01-1722 01-2100 02-1060 0 02-1060 03-3002 03-3002 03-3002 03-3002 03-3002 03-3002 03-3002 03-3002 03-3002 03-3002 03-3002 03-3002 03-3002 03-3002 03-3002 03-4060 03-4060 03-4060 03-4060 03-4060 03-4060 03-55500 04-4100 05-5520 05-5520 06-6200 06-6400	Base Total Micellaneous Building Permit Fee? GENERAL CONDITIONS Dast Control 01-1000 Final Cleaning Sub 01-1000 OLUALITY CONTROL Quality Control Sub 01-1450 FIELD ENSINEER & SURVEY Surveying, subcontractor 01-1450 OT-2000 WINTER CONDITIONS Connection Fees by Owner 01-122 CONNECTION FEES Connection Fees by Owner 01-200 WINTER CONDITIONS Cold Weather Concrete / Building Heating not included 01-2000 EROSION CONTROL SWPPP 2-1080 Concrete Foundation 12"wide x 10" high 03-3002 Concrete Foundation 12"wide x 10" high 03-3002 Operate Window Wells or Equal 03-3002 Operate Window Sills 03-4000 Precast Window Sills 04-4100 Masonry Sub 04-4100	Base Total Miscelaneous Base Total Miscelaneous Building Permit Fee? 0.00 Is OF 1000 Dest Control 8.00 mmth Dust Control 8.00 mmth 8.00 mmth Dist Control 1.00 is 1.00 is Of 1.000 Dust Control 3.00 dust Control 3.00 dust Control Output Control 3.00 dust Control 3.00 dust Control Output Control 3.00 dust Control 3.00 dust Control Output Control 3.00 dust Control 3.00 dust Control Other Connection Fees by Owner 0.00 is 3.00 dust Control Of 1.2000 ERARTHWORK SUB 0.00 is 3.00 dust Control SWPFP 1.00 is 3.00 dust Control 3.00 dust Control SWPFP 2.300 dust Control 3.00 dust Control 3.00 dust Control SWPFP 1.00 is 3.00 dust Control 3.00 dust Control SWPFP 1.00 is 3.00 dust Control 3.00 dust Control SWPFP 3.00 dust Control 3.00 dust <th< td=""><td>Base Total Miccilanooia Building Parmit Fee? 0.00 /s 0.00 /s 06-800 GRENRAL CONDITIONS 0.00 /min 01-1000 Final Cleaning Sub 20,183.00 af 0.26 /sf 01-1000 Final Cleaning Sub 20,183.00 af 0.26 /sf 01-1000 Generation Sub 1.00 is 12,820.00 /le 01-1010 FIELD ENGINEER & SURVEY 32,094.00 of 0.05 /sf 01-1122 Connection Fees Dy Owner 0.00 /s 0.00 /sf 01-1122 Connection Fees Dy Owner 0.00 /sf 0.00 /sf 01-122 Connection Fees Dy Owner 0.00 /sf 0.00 /sf 01-120 WINTER CONDITONS </td></th<>	Base Total Miccilanooia Building Parmit Fee? 0.00 /s 0.00 /s 06-800 GRENRAL CONDITIONS 0.00 /min 01-1000 Final Cleaning Sub 20,183.00 af 0.26 /sf 01-1000 Final Cleaning Sub 20,183.00 af 0.26 /sf 01-1000 Generation Sub 1.00 is 12,820.00 /le 01-1010 FIELD ENGINEER & SURVEY 32,094.00 of 0.05 /sf 01-1122 Connection Fees Dy Owner 0.00 /s 0.00 /sf 01-1122 Connection Fees Dy Owner 0.00 /sf 0.00 /sf 01-122 Connection Fees Dy Owner 0.00 /sf 0.00 /sf 01-120 WINTER CONDITONS

Location	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
		ARCHITECTURAL WOODWORK			
	06-6400	Bathroom Vanity Cabinets	51.00 lf	320.00 /lf	16,32
	00-0400	Reception Cabinets	102.00 lf	300.00 /lf	30,600
	06-6400	Work Room Cabinets	34.50 lf	300.00 /lf	10,35
	06-6400		34.30 II	300.00 /11	10,550
	06-6400	Kitchen/Serving Cabinetry	70.00 lf	450.00 /lf	31,500
		BITUMINOUS DAMPROOFING			
	07-1113	Bituminous Asphalt Coating, sprayed on, 1 coat	4,240.00 sf	0.62 /sf	2,617
		WATER REPELLENTS			
	07-1900	Water Repellents, silicon of stearate, sprayed on brick, 1 coat	14,712.00 sf	0.92 /sf	13,570
	07-1900	ROOFING - Shingles/Shakes			
		Asphalt Roof Shingles, soffits, gutter	14,870.00 sf	6.50 /sf	96,655
	07-5200	INSULATION			
		Batt Insul R11 Sound - Walls	60,200.00 sf	0.50 /sf	30,100
	07-7210	2" extruded polyiso between framing and brick	12,482.00 sf	1.75 /sf	21,844
	07-7210		12,402.00 31	1.75 /31	21,04
	07-7210	Batt Insul R19- Walls	11,682.00 sf	0.85 /sf	9,930
	07-7210	2" polystyrene Foundation board	4,240.00 sf	1.00 /sf	4,240
	07-7210	Batt Insul R19- Floors	15,020.00 sf	0.85 /sf	12,767
	07-7210		13,020.00 Si	0.03 /8	12,707
	07 7040	Batt Insul R30 - Roof	13,897.00 sf	1.20 /sf	16,676
	07-7210	EIFS			
		EIFS / Stucco	1.00 ls	78,520.00 /ls	78,520
	07-7220	JOINT SEALANTS			
		Caulking Sub	1.00 ls	6,200.00 /ls	6,200
	07-9200	DOORS			
		Door Install Sub	82.00 ea	130.00 /ea	10,660
	08-1313	Hollow metal/wood doors, frame, & hardware	82.00 ea	960.96 /ea	78,799
	08-1313				
		OVERHEAD COILING DOORS Kitchen Pass-through Coiling Door	1.00 ea	2,270.00 /ea	2,270
	08-3323		1.00 00	2,270.00 700	2,210
		ALUMINUM ENTRANCES & STOREFRONTS	20.00.00	4,600.00 /ea	92,000
	08-4113	Alum Storefront doors/Entry	20.00 ea	4,600.00 /ea	92,000
		Alum Windows	1,700.00 sf	40.00 /sf	68,000
	08-4113	Interior Alum Window Sys	960.00 sf	46.25 /sf	44,400
	08-4113				
		CERAMIC TILE Tile	9,148.00 sf	14.00 /sf	128,072
	09-3010				
		SUSPENDED ACOUSTICAL CIELINGS Suspended Cieling Grid & Tile	19,075.00 sf	4.20 /sf	80,115
	09-5100				
		FLOORING LVT Flooring?	0.00 ls	0.00 /ls	
	09-6500	Litt i footing.	0.00 13	0.00 //3	
	00.0500	Stair Coverings	60.00 rsr	182.00 /rsr	10,920
	09-6500	CARPETING			
		Carpet or Rubber Base	4,742.00 lf	4.25 /lf	20,154
	09-6800	Carpet Tile	16,607.00 sf	4.25 /sf	70,580
	09-6800				
	_	GYPSUM BOARD ASSEMBLIES Gypsum Board, walls, 5/8" taped/finished	47,420.00 sf	1.80 /sf	85.356
	09-9200				
		Gypsum Board, Suspended cielings, 5/8" taped/finished	1,772.00 sf	6.00 /sf	Item #

Location	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amoun
		PAINTING & COATINGS			
		Paint/Coatings Subcontractor	49,192.00 sf	0.80 /sf	39,
	09-9800	Deint interimentation descripted frames 0 trins	00.00	00.00 /	
	09-9800	Paint, interior latex, door incl. frame & trim	82.00 ea	62.88 /ea	5,
		MANU. EXTERIOR SPECIALTIE			
		Pre-Manufactured Steeple	1.00 ea	4,280.00 /ea	4,
	10-3400				
		EXTERIOR SIGNAGE	4.00 1	4 000 00 //-	
	10-4300	Exterior Lettering	1.00 ls	4,200.00 /ls	4,
	10-4300	INTERIOR SIGNAGE			
		Interior Signage	1.00 ls	7,200.00 /ls	7,
	10-4400				
		FIRE PROTECT. SPECIALTIES	0.00	700.07./	
	10-5200	Knox Box	3.00 ea	722.87 /ea	2,
	10-3200	Fire Extinguisher Cabinet, single, aluminum	7.00 ea	236.17 /ea	1
	10-5200	· · ·			
		10 lb Fire Extinguisher, ABC all purpose, portable	7.00 ea	108.16 /ea	
	10-5200				
		STORAGE SHELVING	4.00 1-	00.400.00 //-	
	10-6700	Closet/Storage Shelving Allowance	1.00 ls	22,100.00 /ls	22
	10-0700	TOILET & BATH ACCESSORIES			
		Bath Accessories, standard	1.00 ls	22,240.00 /ls	22
	10-8000				
		Toilet Compartments, metal	11.00 ea	2,044.55 /ea	22
	10-8000				
		FOOD SERVICE EQUIPMENT Walk-in Cooler/Freezer Allowance	1.00 ls	12,600.00 /ls	12
	11-4000		1.00 15	12,000.00 /15	12
		OFFICE FURNITURE			
		FFE by Owner	0.00 ls	0.00 /ls	
	12-5100				
		FIRE SPRINKLER SYSTEM			
	13-9300	Fire Sprinklers	35,550.00 sf	2.10 /sf	74
	13-3300	ELEVATORS			
		Elevator, hydraulic, 3-story	1.00 ea	94,500.00 /ea	94
	14-2100				
		PLUMBING SUBCONTRACTOR			
		Plumbing Subcontractor	1.00 ls	152,400.00 /ls	152
	15-4110	H.V.A.C. SUBCONTRACTOR			
		HVAC Subcontractor	21,653.00 sf	14.60 /sf	316
	15-5110				
		ELECTRICAL SUBCONTRACTOR			
		Electrical	21,653.00 sf	13.50 /sf	292
	16-0100			100.000.00. //	
	16-0100	Electrical Service 1200 amps(depending on location of transformer)	1.00 ls	106,000.00 /ls	106
	10-0100	Fire Alarm	35,550.00 sf	1.35 /sf	48
	16-0100				
		Access Control / Security allowance	35,550.00 sf	1.41 /sf	50
	16-0100				
Vest Wing		West Wing Shell Total			645,33
		EARTHWORK SUB	0.007.00 (0.00.//	
	02-2002	Building Earthwork - West Wing	6,387.00 sf	9.00 /sf	57
	02-2002	CONCRETE SUB			
		Concrete Footings - West Wing	27.69 cy	370.00 /cy	10
	03-3002				
		Concrete Foundation 10"wide x 10' high - West Wing	115.23 cy	410.00 /cy	47
	03-3002	di Osa seste El ses Mast Miller	0.007.00	105 11	
	03 2002	4" Concrete Floor - West Wing	6,387.00 sf	4.25 /sf	27
	03-3002	Gypcrete	6,387.00 sf	1.25 /sf	7
	03-3002		0,001.00 01	1.20 /01	'
		ARCHITECTURAL PRECAST			
	1				

Location	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
		MASONRY SUB			
		Masonry Sub - West Wing	3,200.00 sf	18.60 /sf	59,52
	04-4100				
		METAL FABRICATOR/STEEL ERECTION	1.00 /=	42.000.00 //-	40.00
	05-0100	Structural Steel - West Wing	1.00 ls	42,600.00 /ls	42,60
		METAL FABRICATIONS			
		4'-0" Wide Metal Stairs- Cement Fill Metal Pan	20.00 rsr	440.62 /rsr	8,81
	05-5500				
		ROUGH CARPENTRY			
		Wood Framing - West Wing Shell	6,387.00 sf	24.00 /sf	153,28
	06-6200	BITUMINOUS DAMPROOFING			
		Bituminous Asphalt Coating, sprayed on, 1 coat - West Wing	2,384.00 sf	0.62 /sf	1,47
	07-1113	Branning Stophak Coulding, Sprayed on, Food West Wing	2,004.00 01	0.02 /01	.,
		ROOFING - Shingles/Shakes			
		Asphalt Roof Shingles, soffits, gutter - West Wing	6,834.00 sf	6.50 /sf	44,42
	07-5200				
		INSULATION			
	07 7040	2" extruded polyiso between framing and brick	3,200.00 sf	1.75 /sf	5,60
	07-7210	2" polystyrapa Equipation board	2,384.00 sf	1.00 /sf	2.39
	07-7210	2" polystyrene Foundation board	2,304.00 SI	1.00 /SI	2,38
	01.1210	Batt Insul R30 - Roof West Wing	6,387.00 sf	1.20 /sf	7,66
	07-7210	3	.,		,
		ALUMINUM ENTRANCES & STOREFRONTS			
		Alum Storefront doors/Entry - West Wing	11.00 ea	4,600.00 /ea	50,60
	08-4113				
		Alum Windows - West Wing	680.00 sf	40.00 /sf	27,20
	08-4113	FIRE SPRINKLER SYSTEM			
		Fire Sprinklers - West Wing	12,774.00 sf	2.20 /sf	28,10
	13-9300		12,114.00 01	2.20 /01	20,10
		H.V.A.C. SUBCONTRACTOR			
		HVAC Minimum for freezing	12,774.00 sf	2.00 /sf	25,54
	15-5110				
		ELECTRICAL SUBCONTRACTOR			
	16-0100	Electrical - (Minimal) West Wing	12,774.00 sf	2.00 /sf	25,54
Main	10-0100				
Basement		Main Basement Total			503,375
basement		ROUGH CARPENTRY			505,575
		Wood Framing - Main Basement	7,510.00 sf	7.00 /sf	52,57
	06-6200		1,010.00 01	1.00 /01	02,01
		ARCHITECTURAL WOODWORK			
		Break Room Cabints, uppers & Lowers	38.00 lf	450.00 /lf	17,10
	06-6400				
		Bathroom Vanity Cabinets	11.00 lf	320.00 /lf	3,52
	06-6400				
		INSULATION Batt Insul R19- Floors	7,510.00 sf	0.85 /sf	6,38
	07-7210		7,010.00 SI	0.00 /81	0,30
		Batt Insul R11 Sound - Walls	8,870.00 sf	0.50 /sf	4,43
	07-7210				,,,,,,,,,,,,,,,,,,,,,,,,,
		DOORS			
		Door Install Sub	21.00 ea	130.00 /ea	2,73
	08-1313				
		Hollow metal/wood doors, frame, & hardware	21.00 ea	960.96 /ea	20,18
	08-1313	CERAMIC TILE			
		Tile	2,672.00 sf	14.00 /sf	37,4
	09-3010		,		
		SUSPENDED ACOUSTICAL CIELINGS			
		Suspended Cieling Grid & Tile	7,010.00 sf	4.20 /sf	29,44
	09-5100				
	1	FLOORING			
		Stair Coverings	20.00 rsr	182.00 /rsr	3,64
	09-6500		20.00 rsr	182.00 /rsr	3,64
	09-6500	Stair Coverings CARPETING Carpet or Rubber Base	20.00 rsr 1,535.00 lf	182.00 /rsr 4.25 /lf	3,64

Location	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
		CARPETING			
		Carpet Tile	5,510.00 sf	4.25 /sf	23,41
	09-6800	GYPSUM BOARD ASSEMBLIES			
		Gypsum Board, walls, 5/8" taped/finished	15,350.00 sf	1.80 /sf	27,63
	09-9200	Cypour bourd, wallo, o'o "apourmionou	10,000.00 01	1.00 /01	21,00
		Gypsum Board, Suspended cielings, 5/8" taped/finished	560.00 sf	6.00 /sf	3,36
	09-9200				
		PAINTING & COATINGS			
		Paint/Coatings Subcontractor	15,910.00 sf	0.80 /sf	12,72
	09-9800	Daint interior latory daar ind. frame 9 toine	21.00	62.89. /	1,3
	09-9800	Paint, interior latex, door incl. frame & trim	21.00 ea	62.88 /ea	1,3
		FIRE PROTECT. SPECIALTIES			
		Fire Extinguisher Cabinet, single, aluminum	2.00 ea	236.17 /ea	4
	10-5200				
		10 lb Fire Extinguisher, ABC all purpose, portable	2.00 ea	108.15 /ea	2
	10-5200				
		TOILET & BATH ACCESSORIES	4.00 1	40.000.00 //-	40.0
	10-8000	Bath Accessories, standard	1.00 ls	10,800.00 /ls	10,8
	10-0000	Toilet Compartments, metal	6.00 ea	2,044.55 /ea	12,2
	10-8000		0.00 Ca	2,044.00 /04	
		PLUMBING SUBCONTRACTOR			
		Plumbing Finish	1.00 ls	16,200.00 /ls	16,2
	15-4110				
		H.V.A.C. SUBCONTRACTOR			
		HVAC Subcontractor	7,510.00 sf	14.60 /sf	109,6
	15-5110				
		ELECTRICAL SUBCONTRACTOR Electrical	7,510.00 sf	13.50 /sf	101,3
	16-0100		7,510.00 SI	13.30 /81	101,
South	10 0 100				
		South Wing Basement Total			345,49
asement		GENERAL CONDITIONS			545,45
		Final Cleaning Sub	6,387.00 sf	0.26 /sf	1,6
	01-1000	· · · · · · · · · · · · · · · · · · ·	-,		.,.
		ROUGH CARPENTRY			
		Wood Framing - Basement	6,387.00 sf	7.00 /sf	44,7
	06-6200				
		INSULATION			
		Batt Insul R19- Floors	6,387.00 sf	0.85 /sf	5,4
	07-7210	Batt Insul R11 Sound - Walls	6,300.00 sf	0.50 /sf	3,1
	07-7210	Batt Insul RTT Sound - Walls	6,300.00 SI	0.50 /SI	3,1
	07 1210	DOORS			
		Door Install Sub	13.00 ea	130.00 /ea	1,6
	08-1313				
		Hollow metal/wood doors, frame, & hardware	13.00 ea	960.96 /ea	12,4
	08-1313				
		SUSPENDED ACOUSTICAL CIELINGS			
		Suspended Cieling Grid & Tile	6,387.00 sf	4.20 /sf	26,8
	09-5100	51.0007110			
		FLOORING Stair Coverings	20.00 rsr	182.00 /rsr	3,6
	09-6500	Stair Coverings	20.00 15	162.00 /ISI	3,6
		CARPETING			
		Carpet or Rubber Base	1,260.00 lf	4.25 /lf	5,3
	09-6800				
		Carpet Tile	6,387.00 sf	4.25 /sf	27,1
	09-6800				
		GYPSUM BOARD ASSEMBLIES			
		Gypsum Board, walls, 5/8" taped/finished	12,600.00 sf	1.80 /sf	22,6
	09-9200				
		PAINTING & COATINGS	12 600 00 - 5	0.00 1-5	
	09-9800	Paint/Coatings Subcontractor	12,600.00 sf	0.80 /sf	10,0
	09-9000	Paint, interior latex, door incl. frame & trim	13.00 ea	62.88 /ea	8
	09-9800		10.00 Ca	02.00 /Ca	°
		FIRE PROTECT. SPECIALTIES			· · · · · ·
		Fire Extinguisher Cabinet, single, aluminum	1.00 ea	236.17 /ea	Item
				,	

Location	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
		FIRE PROTECT. SPECIALTIES			
	10-5200	10 lb Fire Extinguisher, ABC all purpose, portable	1.00 ea	108.16 /ea	108
		H.V.A.C. SUBCONTRACTOR			
	15-5110	HVAC Subcontractor	6,387.00 sf	14.60 /sf	93,250
		ELECTRICAL SUBCONTRACTOR			
	16-0100	Electrical	6,387.00 sf	13.50 /sf	86,225
lite		Site Total			442,553
		SITE DEMOLTION			
	02-0910	Site Demo by Others	0.00 ls	0.00 /ls	6
		EARTHWORK SUB			
	02-2002	Site Earthwork	20,000.00 sf	3.00 /sf	60,000
	02-2002	Storm Drain / Storage	1.00 ls	62,000.00 /ls	62,000
	02-2002	Sewer	1.00 ls	15,200.00 /ls	15,200
	02-2002	Culinary Water	1.00 ls	7,200.00 /ls	7,200
	02-2002	Pressure Irrigation	1.00 ls	6,200.00 /ls	6,200
	02-2002	Fire Line	1.00 ls	15,200.00 /ls	15,200
		ASPHALTIC PAVEMENT			
	02-5110	Asphalt Paving, 3" over 8" w/ Striping	28,104.00 sf	2.30 /sf	64,639
		SITE CONCRETE SUB			
	02-5201	Site Concrete Sub	1.00 ls	72,100.00 /ls	72,100
		SITE AMENITIES			
	02-8710	Bike Rack	2.00 ea	857.06 /ea	1,714
		LANDSCAPE SUB			
		Landscape Sub	1.00 ls	88,000.00 /ls	88,000
	02-910				
		MASONRY SUB	4.00 1-	0.000.00 //-	
	04-4100	Dumpster Enclosure	1.00 ls	6,200.00 /ls	6,200
		FLAGPOLES			
	10-3500	Flagpoles, 50ft high w/ 8'x12' flag	3.00 ea	7,366.67 /ea	22,100
		ELECTRICAL SUBCONTRACTOR			
	16-0100	Site Lighting	1.00 sf	22,000.00 /sf	22,000

Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor	10,619		219.920 hrs				0.16%
Material	267,976						4.12%
Subcontract	5,525,432						85.02%
Equipment	328						0.01%
Other	2,728						0.04%
Subtotal	5,807,083	5,807,083					89.36% ####
CM/GC Multiplier	174,212			3.000 %	Т		2.68%
CM/GC Contingency	179,439			3.000 %	Т		2.76%
Design Phase Fee	5,000				L		0.08%
Management Fee	332,895				L		5.12%
Subtotal	691,546	6,498,629					10.64% ####
Total		6,498,629					



MEMORANDUM

February 12, 2021

To: Santaquin City Mayor and City Council
From: Norm Beagley, Assistant City Manager
RE: Santaquin City Hall CM/GC Guaranteed Maximum Price

Mayor and Council Members,

The design for the new Santaquin City Hall is at the point where the CM/GC contractor, Ellsworth-Paulsen Construction, is prepared to provide their Guaranteed Maximum Price (GMP) to construct the project.

We very much appreciate Ellsworth-Paulsen's help thus far on the design phase of the new city hall project. Their input has been very helpful to understand and to overcome possible construction delays and challenges as well as helping us understand how best to keep construction costs down.

Ellsworth-Paulsen's proposed Guaranteed Maximum Price (GMP) is \$6,498,629.00.

I would be happy to answer any questions that you may have regarding this item.

Staff Recommendation:

Staff recommends approval of a GMP change order to the Ellsworth-Paulsen CM/GC contract to construct the new Santaquin City Hall.

Recommended Motion:

Motion to approve the Guaranteed Maximum Price change order for the total GMP amount of \$6,498,629.00 for the Ellsworth-Paulsen CM/GC contract to construct the new Santaquin City Hall.



RESOLUTION 02-04-2021 A RESOLUTION AUTHORIZING ADDITIONAL ARCHITECTURAL SERVICES FOR THE NEW CITY HALL

BE IT HEREBY RESOLVED:

SECTION 1: Due to favorable cost estimates, the city is in a position to build the western portion of the building that was previously considered an additive alternate. The following document represents a Change Order to provide funding for architectural designs for the western portion of the building.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 16th day of February, 2021.

City of Santaquin,

Kirk F. Hunsaker, Mayor

Attest:

K. Aaron Shirley, City Recorder

WPA Architecture AUTHORIZATION FOR ADDITIONAL SERVICES (A.S.)

(To the Owner/Architect Agreement dated: August 18, 2020.)

PROJECT NAME:	Santaquin City Hall	A.S. #:	A.S. 01 (REVISED)	
OWNER:	Santaquin City	DATE:	February 3, 2021	
Architect [Engineer]:	WPA Architecture			

The Owner has requested Additional Services of the Architect/Engineer, <u>WPA Architecture</u>, as described below (or attached). In accordance with Article 4 (Additional services) of the Owner/Architect Agreement, our firm is submitting this request for approval and authorization to proceed with the work noted below. These Additional Services may require the services of Consultant(s), which if applicable, are described below.

It is understood that the fee noted below is an estimated "Not to Exceed" (NTE) amount and will be identified separately on the monthly invoices. Invoices shall reference the official A.S. number. Upon completion of the work invoices can be billed in accordance with the Base Contract.

The Additional Services are summarized as:

1. Architectural & Engineering Services to design Alternate #1: New west wing of the building which will include: Main and Basement
levels of 5,476 sq. ft. at each level, of unfinished shelled space. Exterior of the West Wing will be a mirrored image of the South Wing.
2. Alternates #2 and #3: Architectural and Engineering Services to design interior improvements to the Main and South Wings of the
currently desuigned building.
See attached schematic drawings

The Fee is calculated as follows (Insert N/A if Not Applicable. If additional attachment is required then please reference):

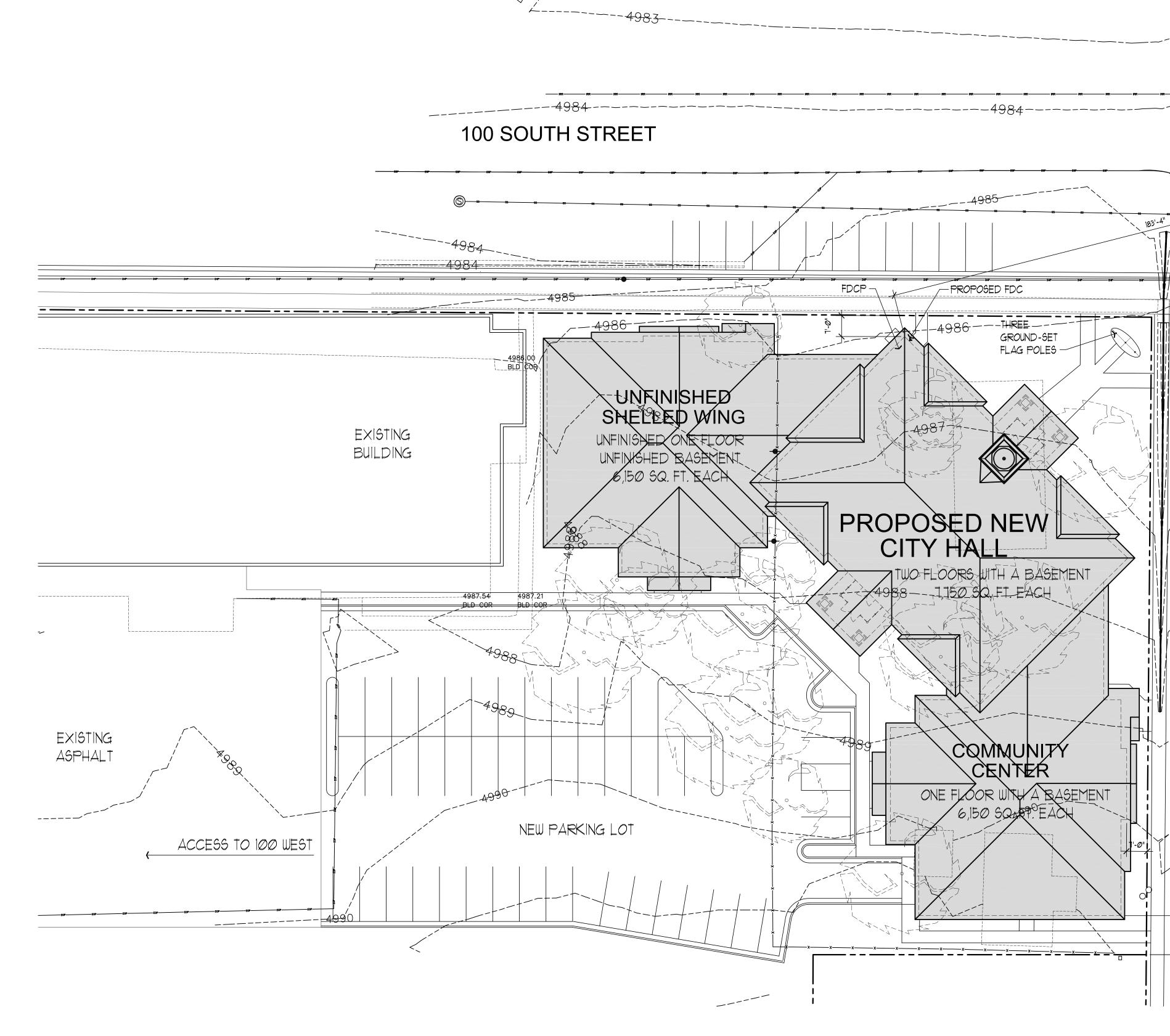
	Description	Est. Units	Unit (Constr. Est.)	Unit Price	Subt	otal
			(Constr. Est.)			
	Additional designs of new West wing					
Architect:	building space and finishing of			Fixed Fee	\$ 40	,300.00
	Additional foundation, walls, floor and					
Structural Engineer:	roof engineering. Alternate #1 only.			Fixed Fee	\$ 4	,500.00
Mechanical Engineer:	Re-Design Construction Documents			Fixed Fee	\$ 16	,800.00
Electrical Engineer:	Re-Design Construction Documents			Fixed Fee	\$ 15	,900.00
Other Consultants:	N/C				\$	-
Reimbursables (Billed at 1.0 til	mes Actual Cost)					
	N/A					0.00
			1			

Fee Amount \$77,500.00

Schedule:

The Architect will provide the Additional Services referenced in this agreement in accordance with the Owner's approval.

Authorized on behalf of the Owner by:	
Printed Name:	
Title:	
Date:	
Authorized on behalf of the Architect by:	Forth & for
	Ronald B. Jones
Title:	Principal, WPA Architecture
Date:	February 3, 2021



/ ¥.

PROPOSED SITE PLAN

l" = 2Ø'-Ø"

CODE ANALYSIS

APPLICABLE CODES

BASEMENT LEVEL

MAIN LEVEL

UPPER LEVEL

2018 INTERNATIONAL BUILDING CO	DE (IBC) 2	Ø18 INTERNATIONAL	ENERGY CONSERVA
2018 INTERNATIONAL PLUMBING CO	DDE A	MERICANS WITH DIS	ABILITIES ACT (ADA
2018 INTERNATIONAL MECHANICAL	CODE IC	CC/ANSI A117.1 - 2009	3
2011 NATIONAL ELECTRICAL CODE	E (NEC) 24	Ø18 INTERNATIONAL	FIRE CODE
OCCUPANCIES AND TYPE	E OF CONS	STRUCTION	(IBC CH
OCCUPANCIES	A-ASSEMBLI	r, B-OFFICES, AND S	-UNFINISHED SPACE
CONSTRUCTION TYPE	V-B		
AREA OF BUILDING			(IE
AREA BREAKDOWN BY OC	CCUPANCY		
OCCUPANCY A		В	6

5,650 SQ. FT. 8,250 SQ. FT.

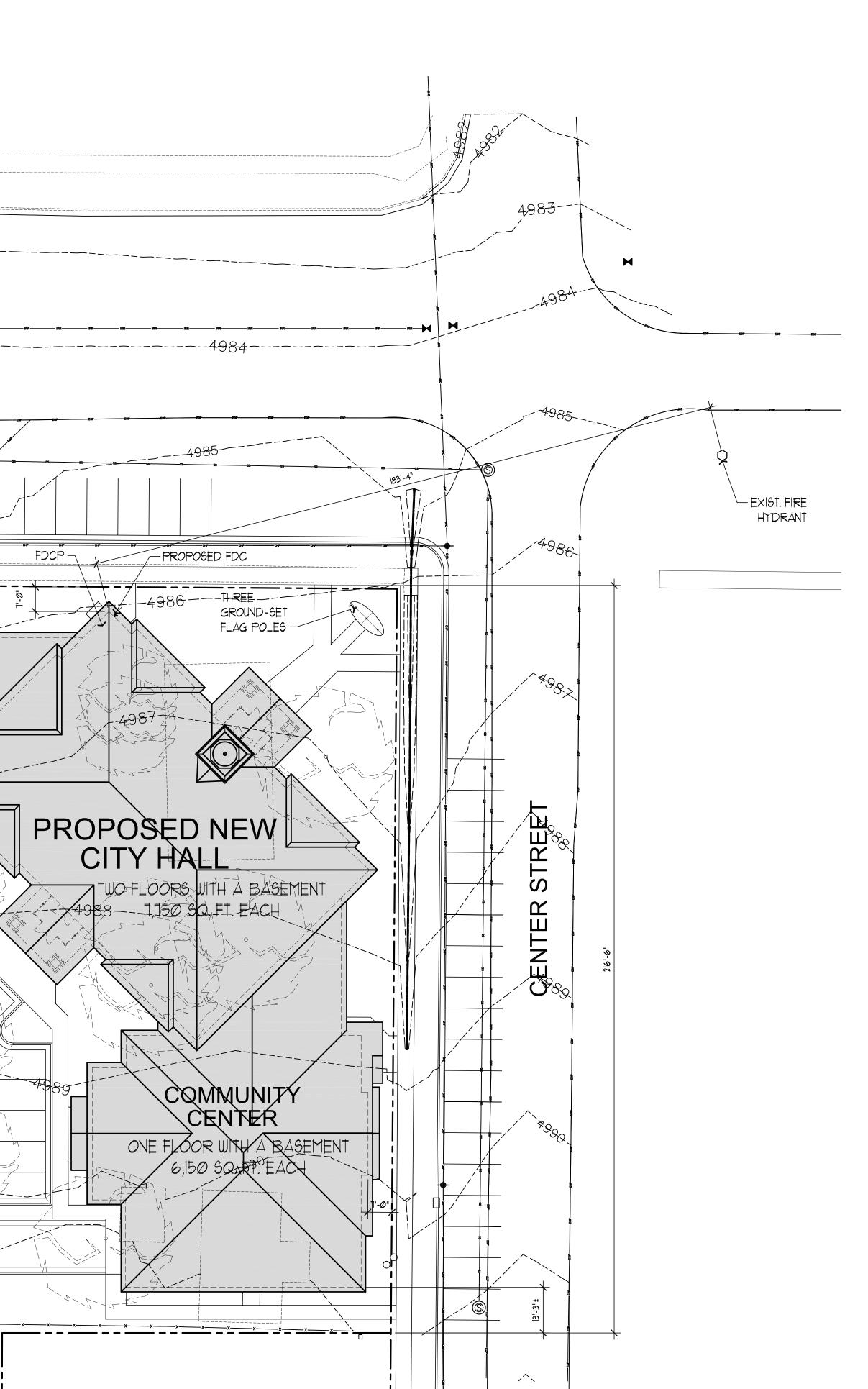
Ø SQ. FT. 1,750 SQ. FT.

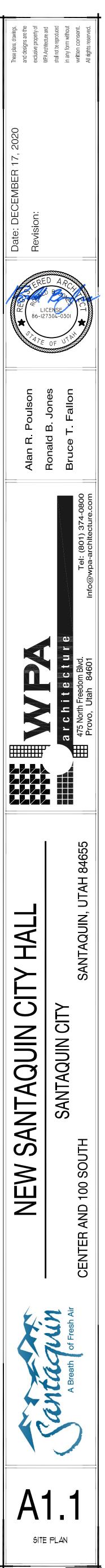
6,15Ø SQ. FT.

6,150 SQ. FT.

Ø. FT.

1,750 SQ. FT. 6,150 SQ. FT.



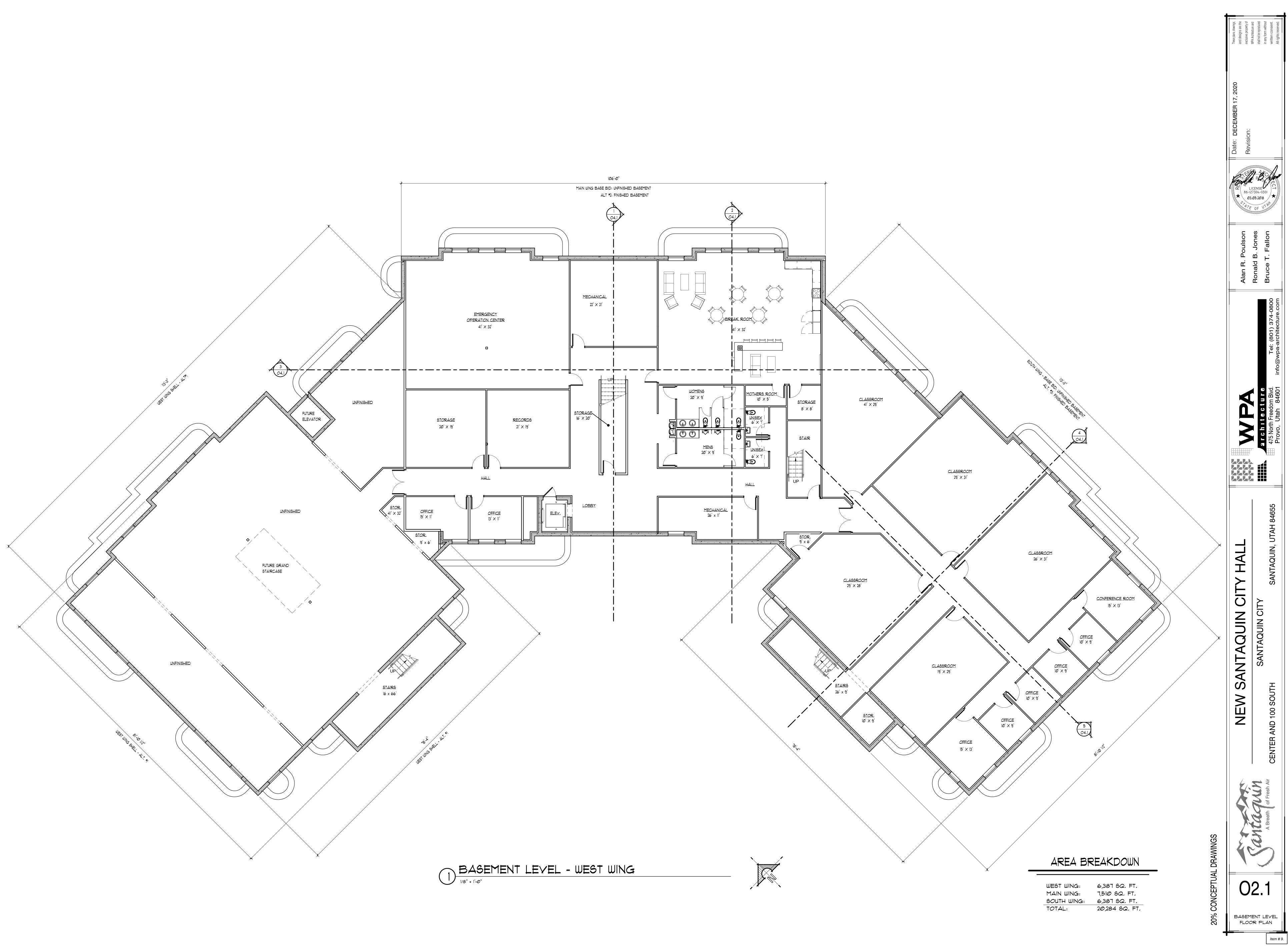


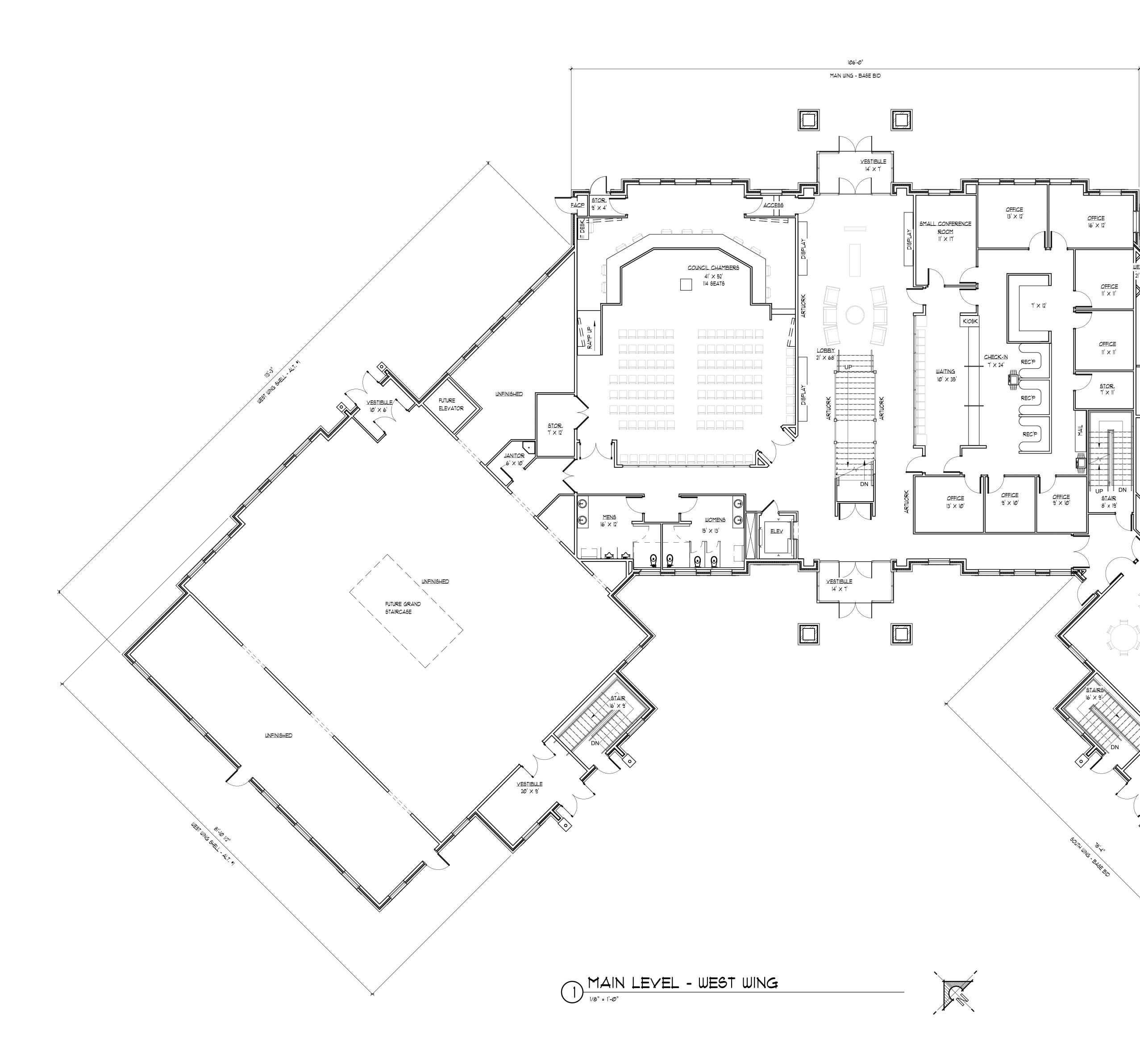
RVATION CODE DA)

CHAPTERS 3 \$ 6) CES

(IBC CHAPTERS 5)

total 2*0,0*50 SQ. FT. 2*0,0*50 SQ. FT. 7,75Ø SQ. FT.





AREA BREAKDOWN

WEST WING:

WEAPONS

21' × 68'

<u>VETERANS ROOM</u> 12' × 14'

<u>STORAGE</u> 7' × 9'

A.Y

<u>∕ESTIBULE</u> 10' X 9'

<u>OFFICE</u> 9' X 9'

<u>CHAIRS & TABLES</u> 18' X 17'

<u>BILLARDS</u> 16' X 20' (2

VESTIBULE

16' X 13' <u>KITCHEN</u>

16' X 16' SERVIN

V

MULTI-PURPOSE ROOM

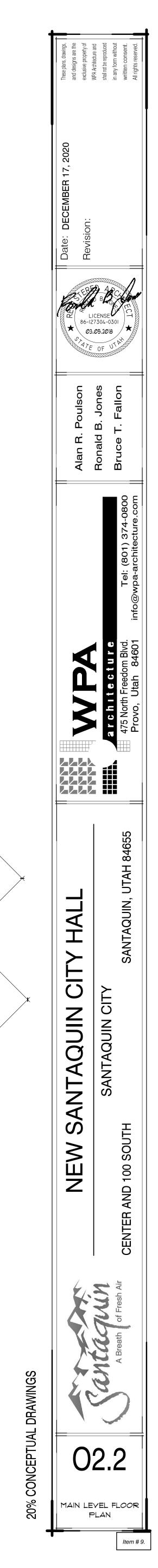
55' X 66'

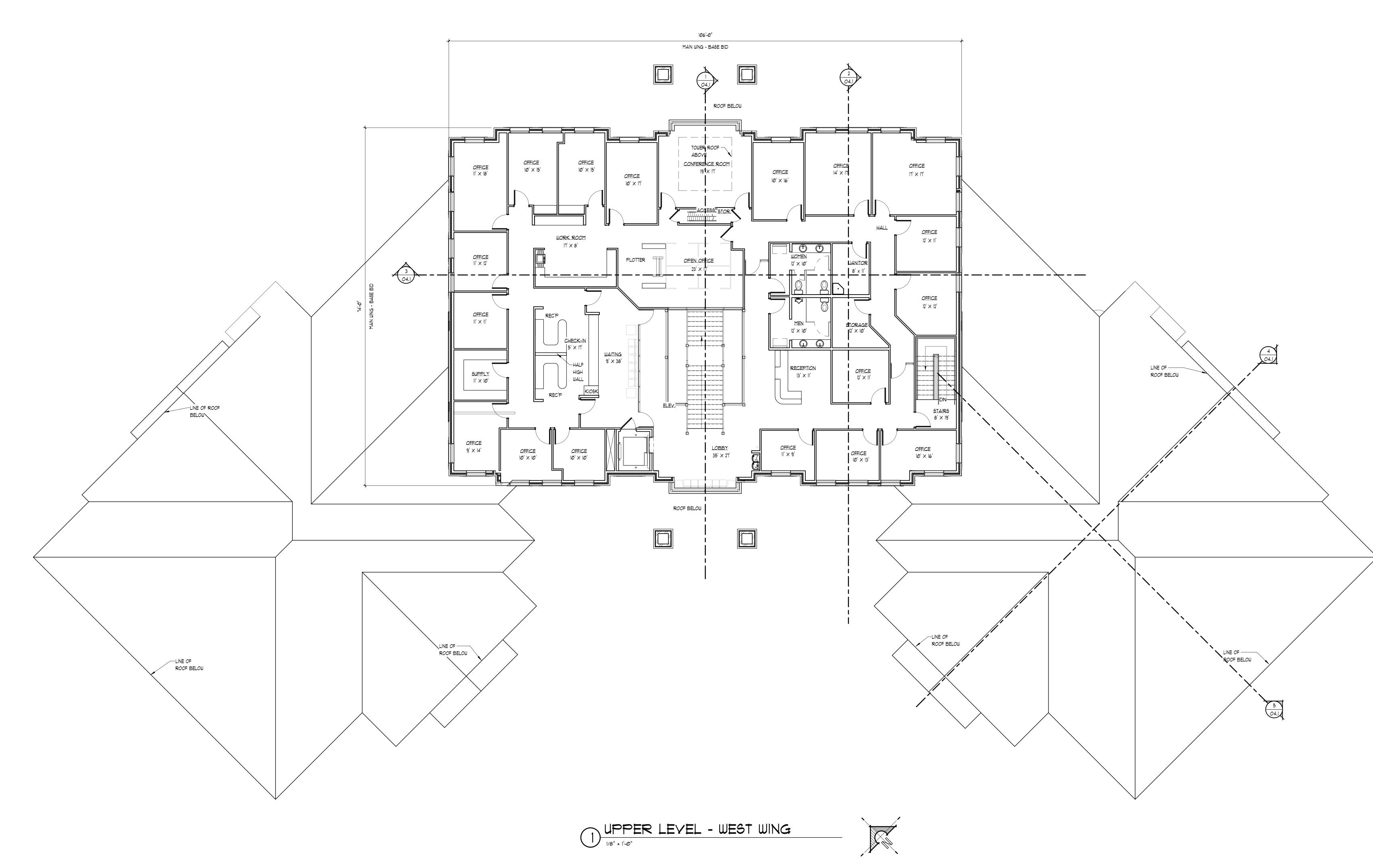
6,387 SQ. FT.

 MAIN WING:
 1,510 SQ. FT.

 SOUTH WING:
 6,387 SQ. FT.

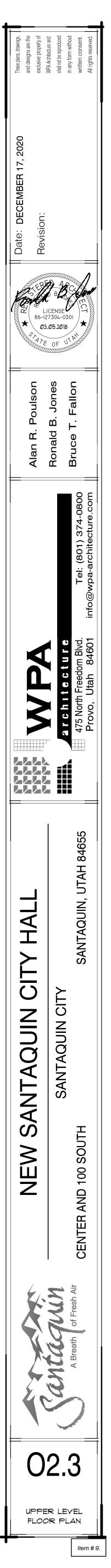
 TOTAL:
 20,284 SQ. FT.



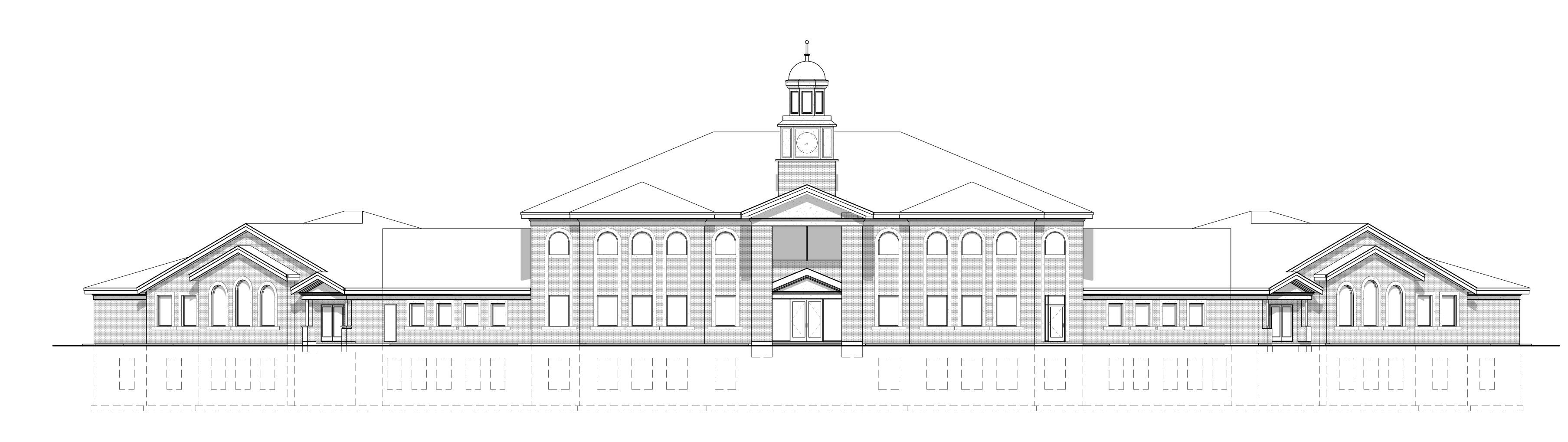


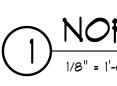
AREA BREAKDOWN

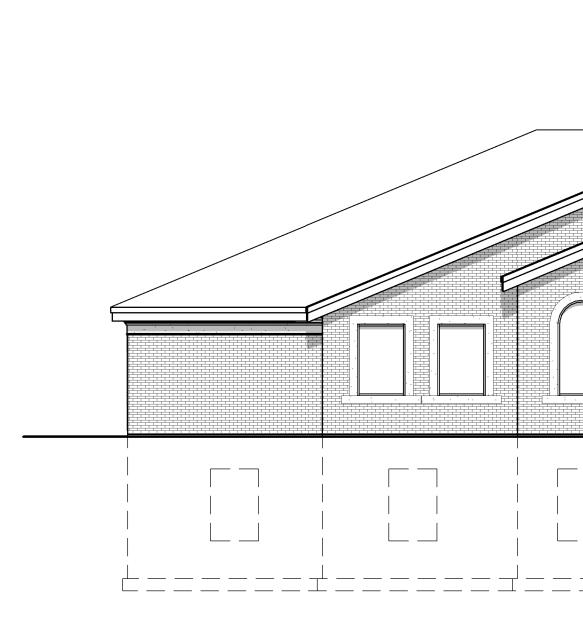
MAIN WING:	7,510 SQ. FT.
TOWER ROOMS:	423 SQ. FT.
TOTAL:	7,933 SQ. FT.

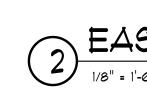


0% CONCEPTUAL DRAWINGS



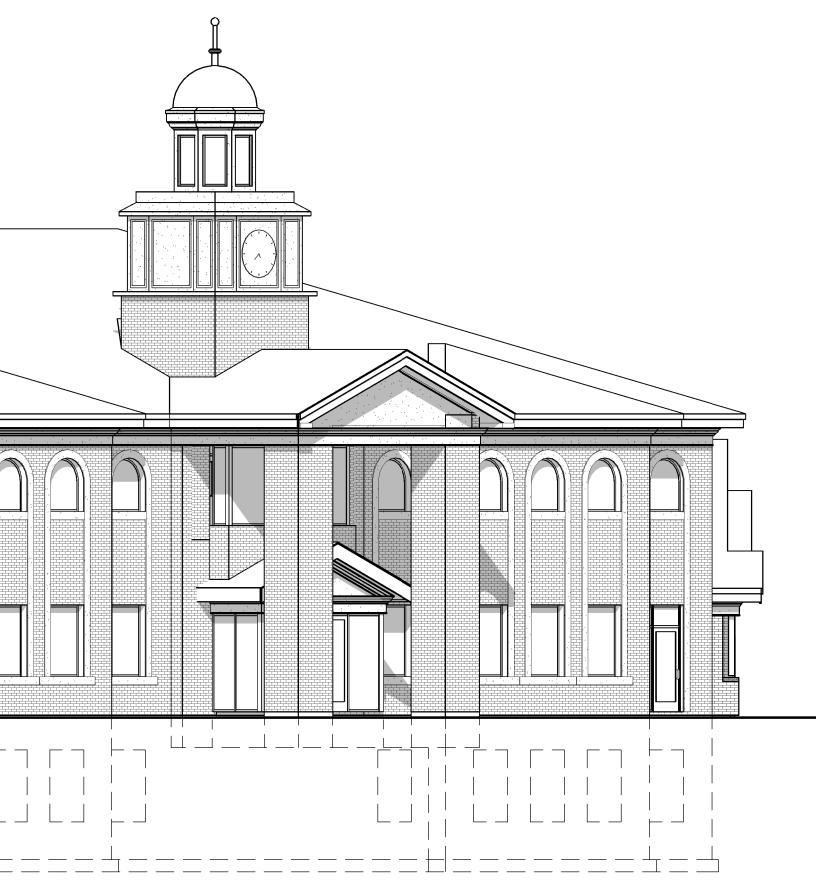


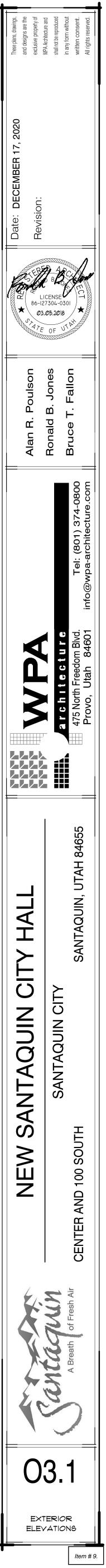




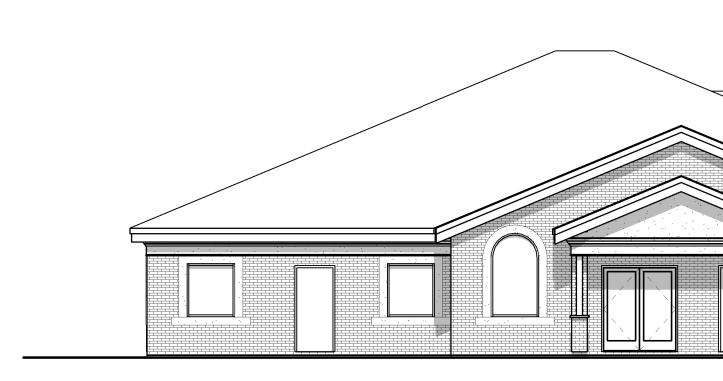
1 NORTHEAST ELEVATION

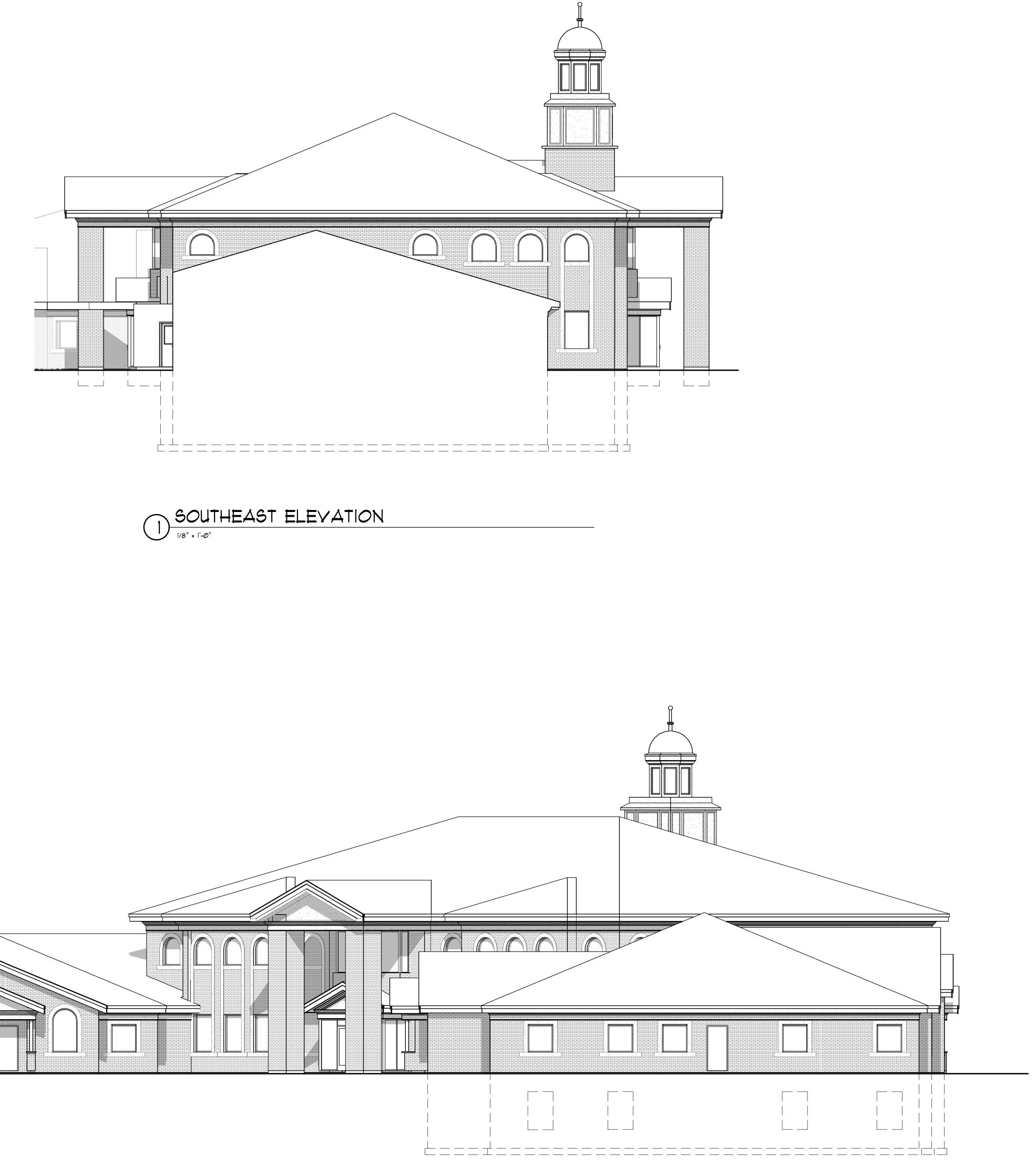
2 EAST ELEVATION



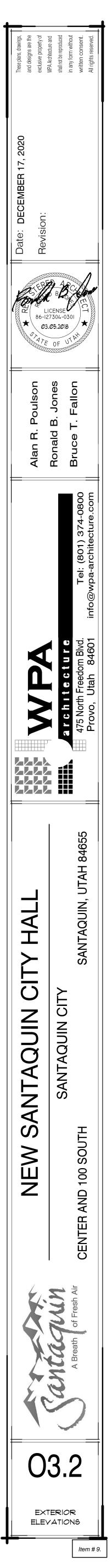


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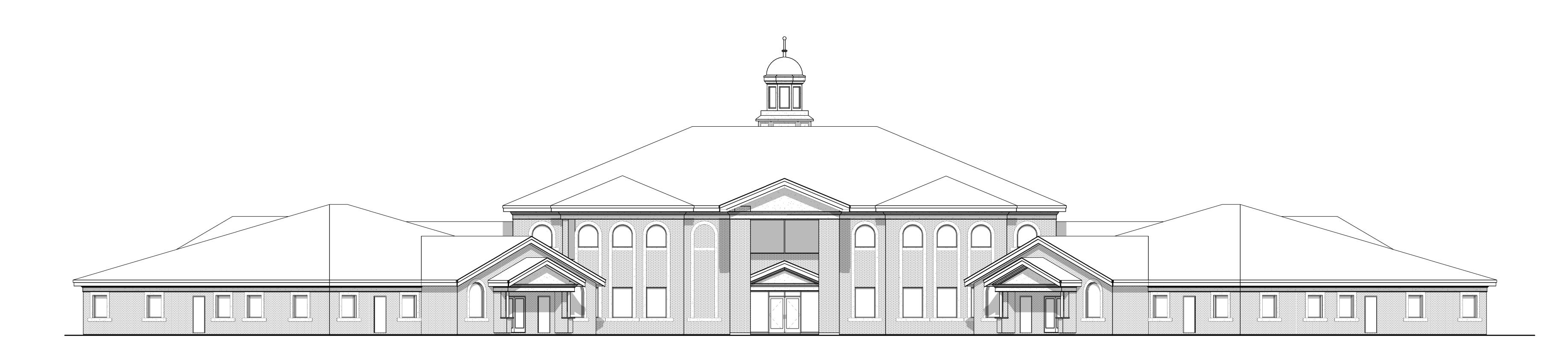




2 SOUTH ELEVATION



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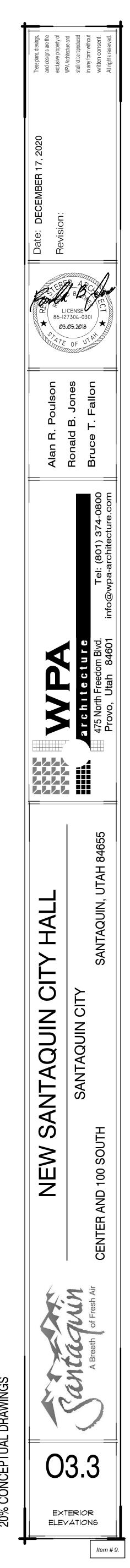




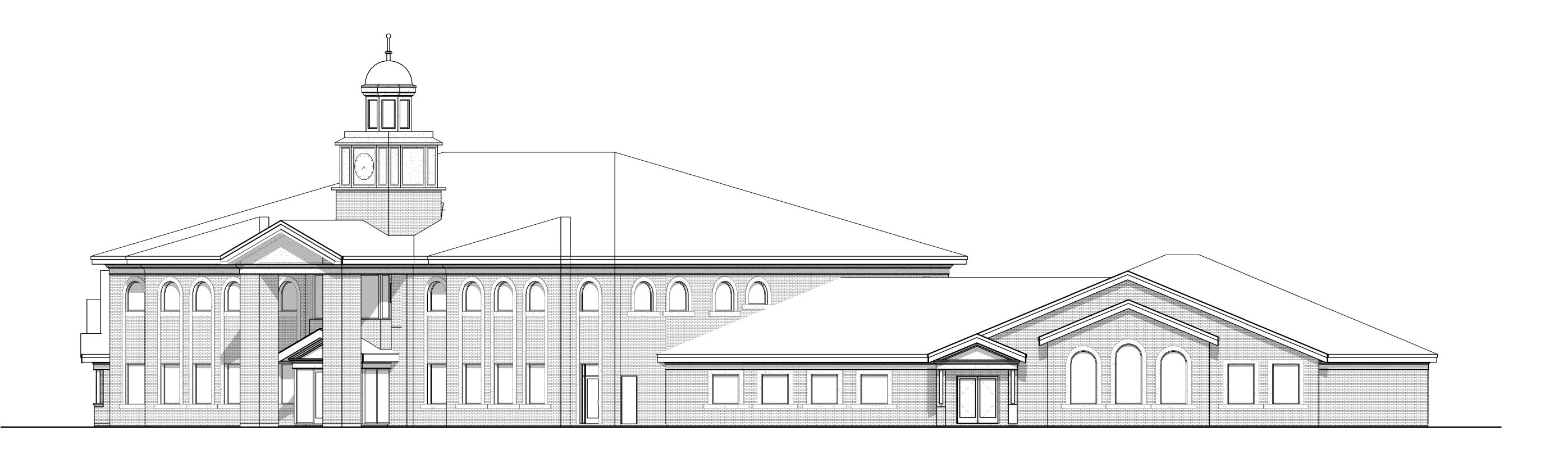


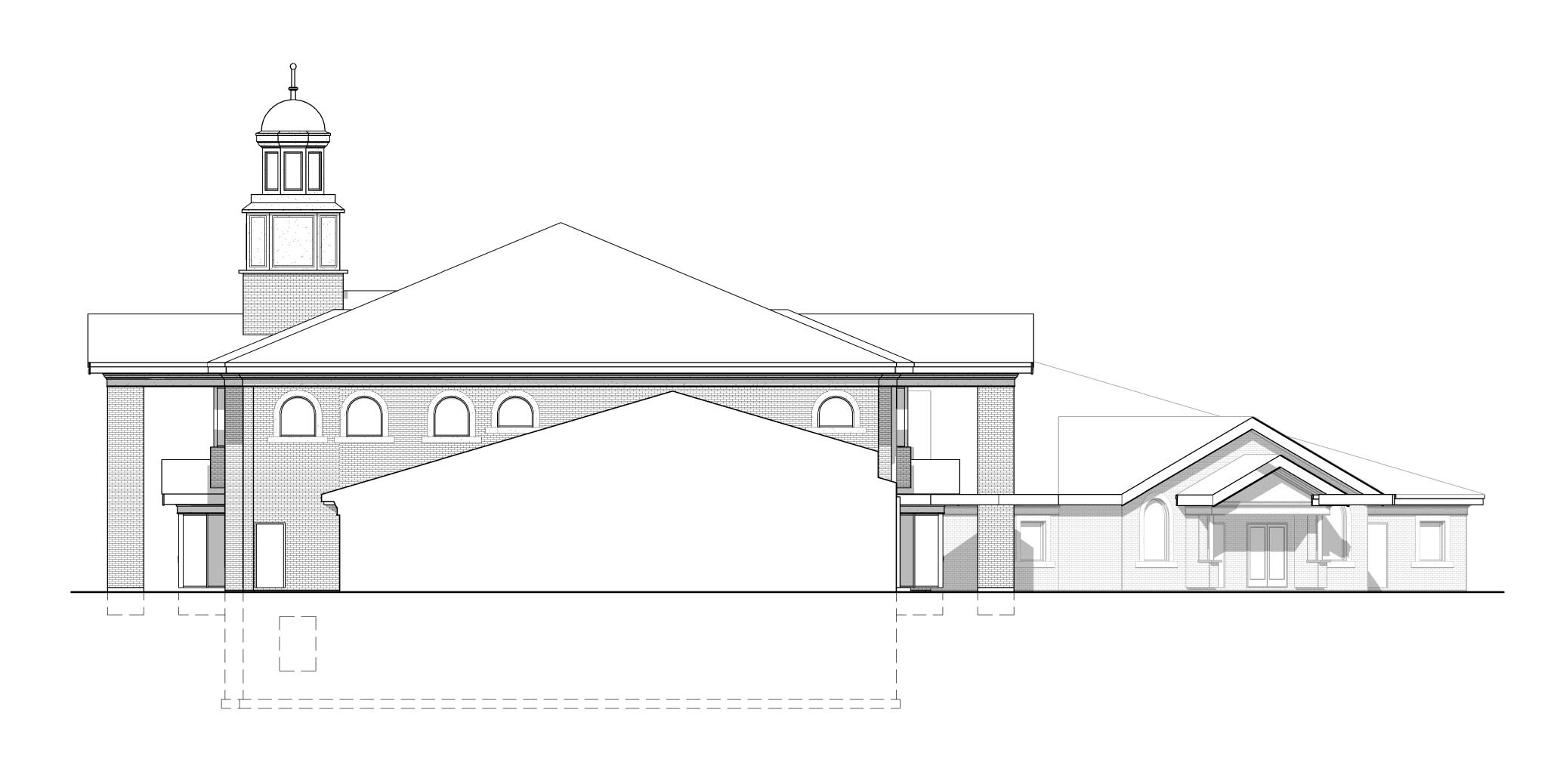
1 SOUTHWEST ELEVATION

$2 \frac{\text{WEST ELEVATION}}{\frac{1}{8^{"}} = 1^{!} - 0^{"}}$



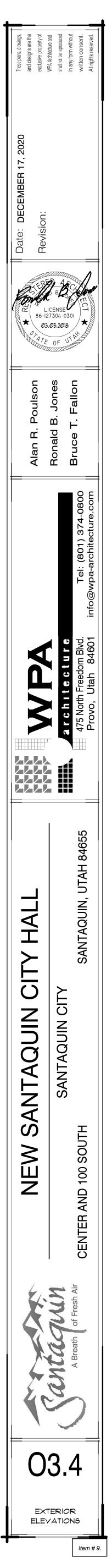
SD EPTUAL 00 %



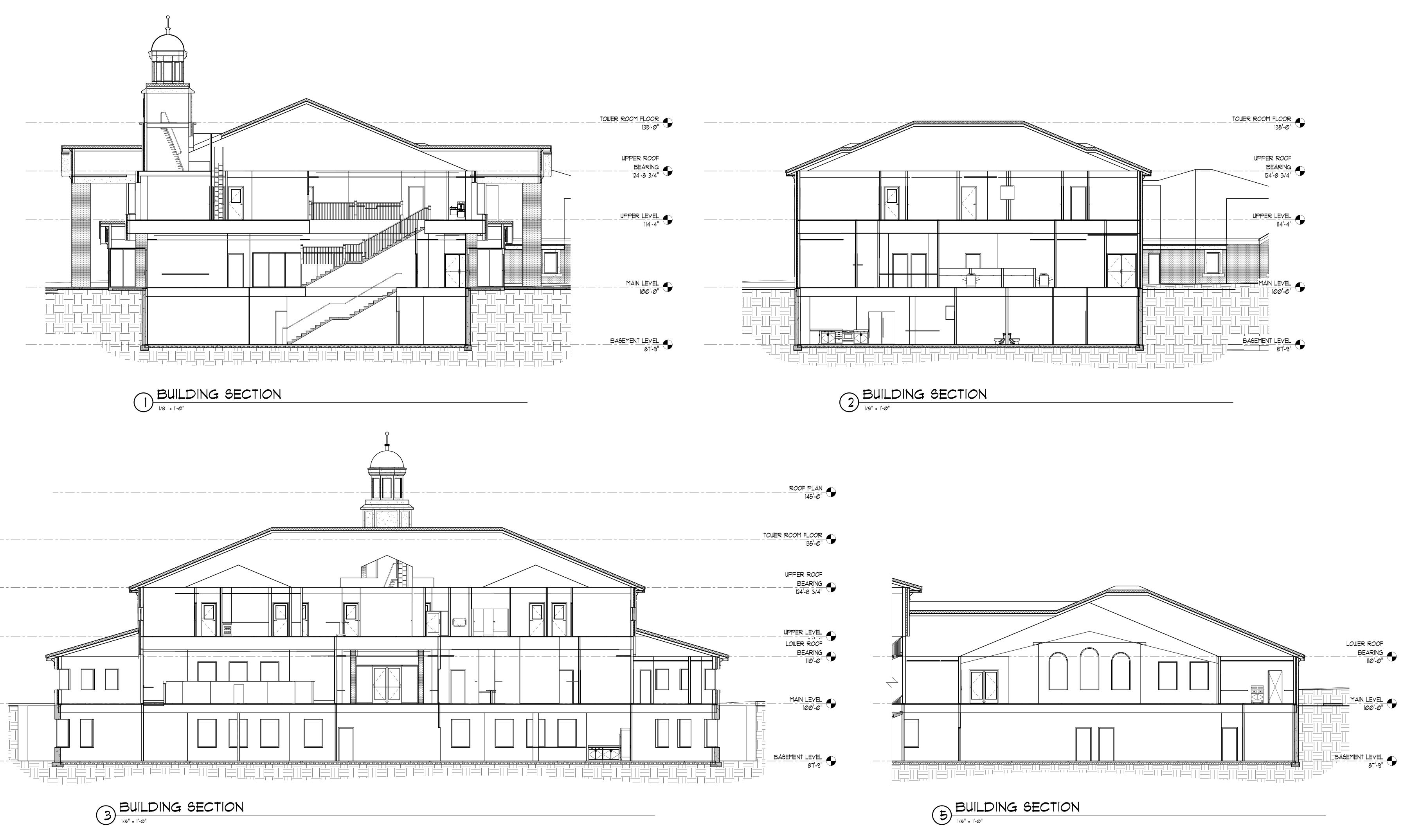


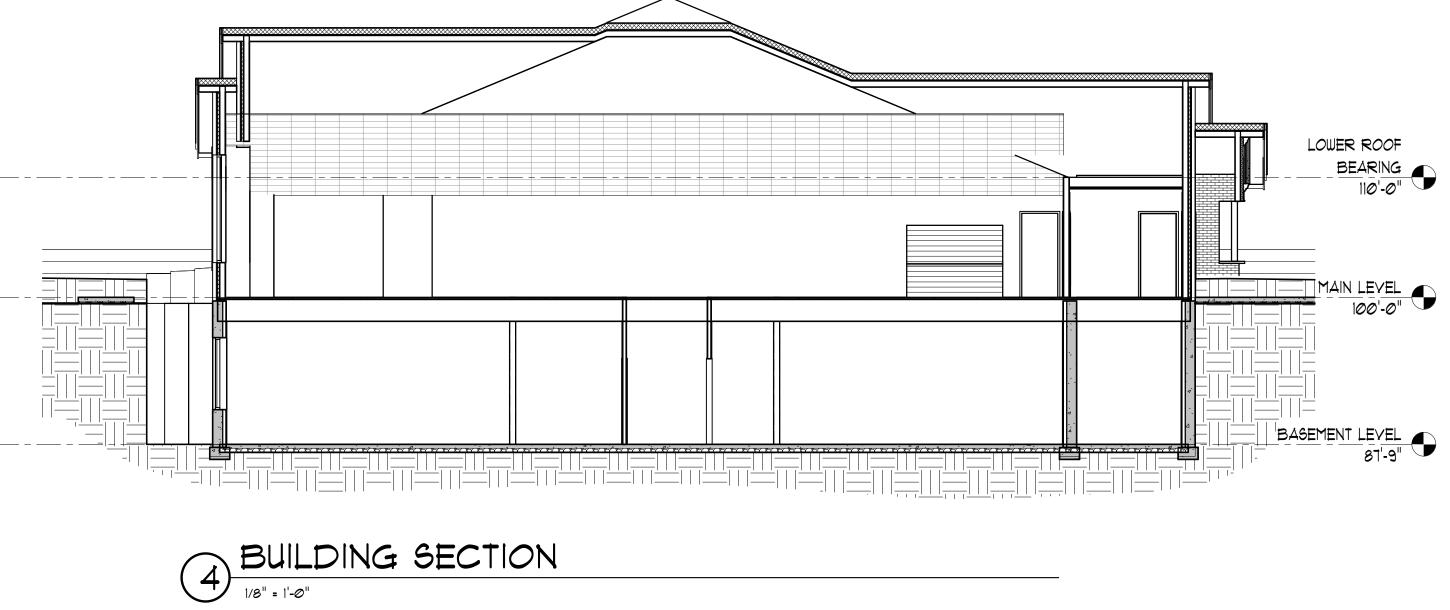


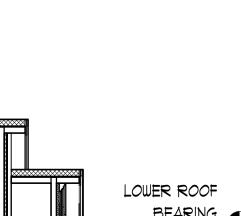
2 NORTH ELEVATION

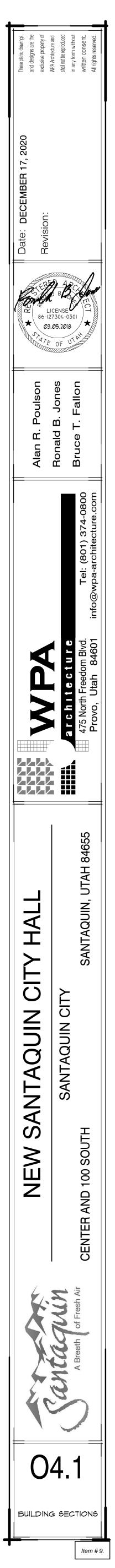


20% CONCEPTUAL DRAWINGS











ORDINANCE NO. 02-02-2021

AN ORDINANCE AMENDING THE ZONING MAP OF SANTAQUIN CITY, MORE SPECIFICALLY, APPROVING THE REZONING OF APPROXIMATELY 9.95 ACRES OF PROPERTY FROM R-10 RESIDENTIAL PUD ZONE AND R-15 RESIDENTIAL PUD ZONE TO PF PUBLIC FACILITIES ZONE, PROVIDING SEVERABILITY AND AN EFFECTIVE DATE FOR THE ORDINANCE.

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 Santaquin City Planning Commission held a public hearing during their February 9, 2021 meeting, which hearing was preceded by the posting of public notice in at least three public places within the City limits of Santaquin City, and which notice of public hearing was published in the Payson Chronicle Newspaper in accordance with Section 10-9a-205 of the Utah State Code; and

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

WHEREAS, the City Council desires to amend the Official Zoning Map of Santaquin City, more specifically the rezoning of approximately 9.95 acres of property from R-10 Residential PUD Zone and R-15 Residential PUD Zone to PF Public Facilities Zone which is located west of the intersection of Center Street and 100 South;

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

Section I.

That the official zoning map of the City be amended such that approximately 9.95 acres of property be rezoned from R-10 Residential PUD Zone and R-15 Residential PUD Zone to PF Public Facilities Zone as shown on the attached map labeled as Exhibit A and by this reference made part hereof.

Section II. Severability

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

Section V. <u>Posting and Effective Date.</u> This ordinance shall become effective at 5:00 p.m. on Wednesday, February 17, 2021. 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 16th day of February, 2021.

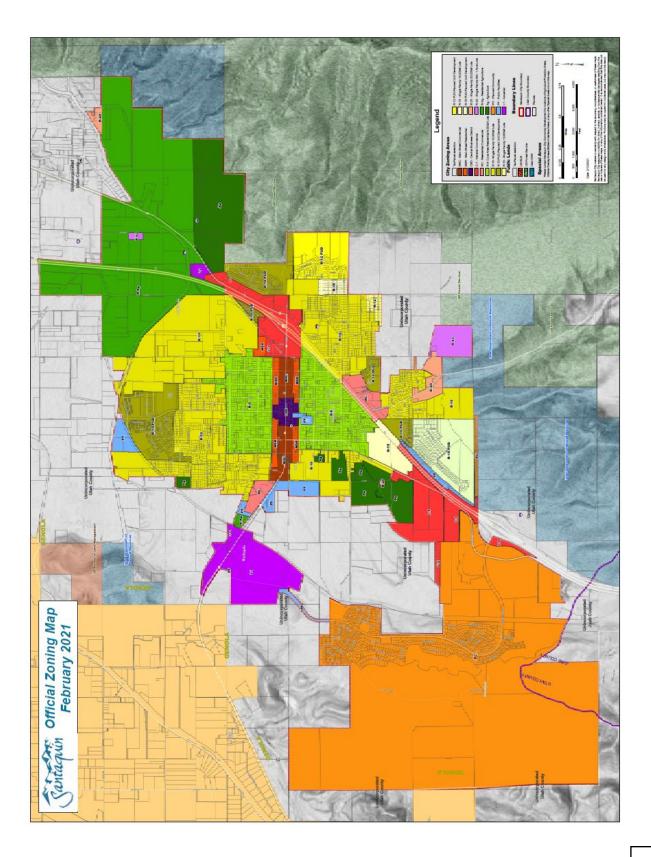
Kirk Hunsaker, Mayor

Councilmember Nick Miller	Voted
Councilmember Elizabeth Montoya	Voted
Councilmember Lynn Mecham	Voted
Councilmember Jennifer Bowman	Voted
Councilmember David Hathaway	Voted

ATTEST:

K. Aaron Shirley, City Recorder

Exhibit A (Santaquin City Zoning Map)



STATE OF UTAH)) ss. COUNTY OF UTAH)

I, K. AARON SHIRLEY, 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 16th day of February, 2021, entitled

"AN ORDINANCE AMENDING THE ZONING MAP OF SANTAQUIN CITY, MORE SPECIFICALLY, APPROVING THE REZONING OF APPROXIMATELY 9.95 ACRES OF PROPERTY FROM R-10 RESIDENTIAL PUD ZONE AND R-15 RESIDENTIAL PUD ZONE TO PF PUBLIC FACILITIES ZONE, PROVIDING SEVERABILITY AND AN EFFECTIVE DATE FOR THE ORDINANCE."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Santaquin City Utah this 16th day of February, 2021.

K. AARON SHIRLEY Santaquin City Recorder

(SEAL)

AFFIDAVIT OF POSTING

STATE OF UTAH)) ss. COUNTY OF UTAH)

I, K. AARON SHIRLEY, City Recorder of Santaquin City, Utah, do hereby certify and declare that I posted in three (3) public places the ordinance, which is attached hereto on the 16th day of February, 2021.

The three places are as follows:

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

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

K. AARON SHIRLEY Santaquin City Recorder

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by K. AARON SHIRLEY.

My Commission Expires:

Notary Public

Residing at: Utah County

MEMO



To: Mayor Hunsaker and City Council

From: Jason Bond, Community Development Director

Date: February 11, 2021

Re: Proposed Zone Change for City Property between Highland Drive and Interstate 15

It is proposed that the City Council consider amending the Santaquin City Zoning Map to change the zoning of property between Highland Drive and Interstate 15 from R-15 Residential PUD and R-10 Residential PUD to PF Public Facilities.

The area proposed to be rezoned consists of mostly City property that has been talked about as being a form of open space in the future. Additionally, there are small parcels that primarily represent the ownership of the billboards that are in the area. The PF Public Facilities Zone has regulations that will be more consistent with the uses that are on the property. More detail will be presented at the City Council meeting.

The Planning Commission's recommendation is as follows:

Motion: Commissioner Lance motioned to forward a positive recommendation to the City Council that the property between Highland drive and Interstate I-15 be rezoned from R-15 Residential PUD and R-10 Residential PUD to Public Facilities (PF). Commissioner Curtis seconded.

Roll Call:

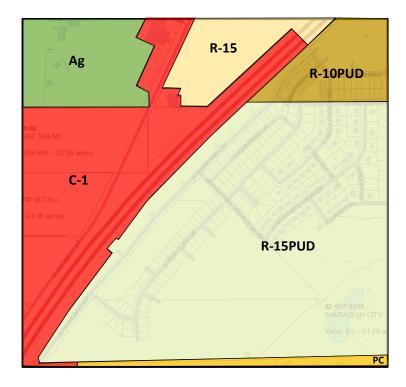
Commissioner Lance, Aye; Commissioner Adcock, Aye; Commissioner Curtis, Aye; Commissioner Hoffman, Aye; Commissioner Nixon, Aye; Commissioner Wood, Aye.

The motion passed unanimously 6 to 0.

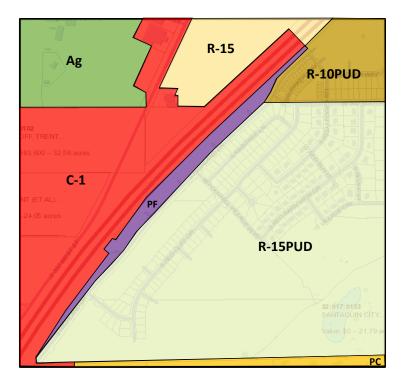
Staff Recommendation: It is recommended that the City Council adopt Ordinance No. 02-02-2021 to rezone the City-owned property along Highland Drive from R-10 Residential PUD zone and R-15 Residential PUD zone to PF Public Facilities zone.

Recommended motion: "Motion to adopt Ordinance No. 02-02-2021 which rezones City-owned property along Highland Drive from R-10 Residential PUD zone and R-15 Residential PUD zone to PF Public Facilities zone."

CURRENT ZONING



PROPOSED ZONING



REAL PROPERTY PURCHASE AGREEMENT

THIS REAL PROPERTY PURCHASE AGREEMENT (this "Agreement") is made and entered into by and between the **CITY OF SANTAQUIN, UTAH,** a municipality of the state of Utah ("Buyer") and **JAMIE EVANS**, an individual ("Seller") as of the date Seller and Buyer execute this Agreement as provided on the signature page. Seller and Buyer are herein sometimes referred to individually as a "Party" and collectively as the "Parties." The transactions contemplated by this Agreement are herein sometimes collectively referred to as the "Transaction."

RECITALS

WHEREAS, Buyer is a municipality located in Utah County, state of Utah, whose responsibilities include construction, operation and maintenance of public thoroughfares for public transportation; and

WHEREAS, Buyer plans to realign the intersection of Highland Drive and Center Street/Canyon Road and eventually construct a public thoroughfare to connect said intersection to the recently constructed public thoroughfare running from 900 South Street along I-15 to Exit 242 (the "South Frontage Road"), and desires to obtain property for the construction and operation of said public thoroughfare; and

WHEREAS, Seller owns certain real property (the "Property") that is suitable for the construction of the proposed public thoroughfare that would connect the realigned intersection with the South Frontage Road, which Property is more particularly described in Exhibit A hereto; and

WHEREAS, the City intends to acquire the Property for the aforementioned purpose and has notified Seller of its intention to acquire the Property through the power of eminent domain, pursuant to the provisions of applicable Utah law; and

WHEREAS, to avoid the time and expense of eminent domain procedures, Seller is willing to sell the Property to Buyer under certain terms and conditions, including the relocation of a certain billboard currently located on the Property; and

WHEREAS, the Parties now desire to enter into an agreement to accomplish Buyer's purchase of the Property, subject to the terms and conditions set forth herein.

NOW THEREFORE, the Parties hereto agree as follows:

1. **Property Purchase.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions contained herein, the Property, together with all improvements and appurtenances (if any), and all oil, gas and mineral and water rights owned by Seller.

2. Property Sold "As Is." AT THE CLOSING, BUYER SHALL ACCEPT TITLE TO THE PROPERTY, AND ACCEPT THE PROPERTY, AS IS, WHERE IS, WITH ALL

FAULTS EXCLUDING ONLY THOSE WARRANTIES INHERENT WITHIN THE WARRANTY DEED BY WHICH SELLER WILL CONVEY TITLE TO THE PROPERTY TO BUYER AND REPRESENTATIONS, WARRANTIES AND COVENANTS EXPRESSED IN THIS AGREEMENT, TO THE EXTENT THEY SURVIVE THE CLOSING.

3. Improvements Constructed by Buyer. The Parties understand and agree that the Purchase Price for the Property includes Buyer's agreement and commitment to construct and/or install the following improvements to the Property within Two Hundred Seventy days of Closing:

- a. Two ingress/egress points to the remnant parcel owned by Jamie Evans.
 - (i) Each ingress/egress point will include its own drive approach.
- b. Concrete curb, gutter and sidewalk.
- c. Stubbing of utility lines for culinary water and secondary water.

The improvements listed above shall be installed as depicted on the construction drawings attached hereto as Exhibit B in compliance with all applicable construction standards. All costs associated with the construction and installation of said improvements shall be the sole responsibility of Seller. The cost of said improvements shall be subtracted from the Purchase Price set forth in paragraph 5. The Parties estimate that those costs will be Twenty-three Thousand Dollars (\$23,000); however, after construction, the Purchase Price shall be adjusted to reflect the actual costs of said improvements and the seller will pay for any overage for actual costs incurred for the improvements. The provisions of this paragraph shall survive Closing.

4. Relocation of Billboard. Seller shall remove one of the existing billboards located on the Property not later than One Hundred Eighty (180) days from the receipt of permits needed to construct the new billboard. The City agrees to provide a perpetual easement on the South Frontage Road on the real property described in Exhibit C hereto, for Seller's construction, operation, access, and maintenance of a billboard of a size not larger than the billboard being relocated, in its current state, which easement shall also include Seller's right to install, maintain and operate electrical facilities necessary for the operation of the billboard. Seller shall comply with the following terms and conditions in the construction, operation, and maintenance of the future billboard:

a. The billboard shall be constructed, maintained, and at all times operated in a manner ensuring that storm drainage will not impact the billboard footings.

b. Buyer, including any agents, successors, assigns, lessees, and all others operating the billboard agree to minimize impact of lighting by strictly complying with the lighting specifications and restrictions set forth in Exhibit D hereto.

c. The Parties acknowledge and agree that the operation of the future/relocated billboard may impact the adjacent property being developed by DR Horton. To mitigate effects of the billboard on the development, Seller has offered to and will provide free advertising to DR Horton — for two turns, one 8-second turn on each side, or 1,200+ turns per day, per side for twelve (12) months, commencing upon completion of billboard construction and approved billboard graphic submission from DR Horton . The City will inform DR Horton of the terms of this paragraph

and encourage DR Horton to allow Seller to submit bids on future excavation projects within the City.

The Parties also agree that all costs associated with the removal of the existing billboard and construction of the future billboard shall be the sole responsibility of Seller. The provisions of this paragraph shall survive Closing.

5. Purchase Price. The Purchase Price for the Property shall be One Hundred Seven Thousand Six Hundred and Eight Dollars (\$107,608.00), less the costs of the improvements installed by Buyer pursuant to the provisions of paragraph 3. Buyer shall pay to Closing Agent a Deposit in the amount of Five Thousand Dollars within two business days of the execution of this Agreement. Buyer shall pay the estimated balance of the Purchase Price (\$79,608.00) at closing. Any adjustment to the estimated cost of the improvements will be completed by the responsible Party within thirty (30) days of the completion of the improvements.

6. Closing. This Transaction shall be closed at the offices of Pro-Title and Escrow, Inc ("Closing Agent") at 101 North University Ave, Provo, Utah or at any other place as the Parties may agree, on or before March 17, 2021. Before or at "Closing" Seller and Buyer shall have made all of their respective deliveries described below, to-wit:

a. Seller's Closing Deliveries. Seller shall deliver to Buyer (or to the Closing Agent):

(i) a general warranty deed (the "Deed"), fully executed and properly acknowledged by Seller, conveying the Property to Buyer;

(ii) written evidence that all state and local property taxes have been paid in full;

(iii) a commitment from Closing Agent to issue a standard coverage owner's policy of title insurance in such amount as may reasonably be requested by Buyer (with the premium to be paid by Buyer as provided in subparagraph 7.b. below); and

(iv) any other funds, instruments or documents as may be reasonably requested by Buyer or the Closing Agent or reasonably necessary to affect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Seller's prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed).

b. Buyer's Closing Deliveries. Buyer shall deliver to Seller (or to the Closing Agent):

(i) the Purchase Price (payable to Seller); and

(ii) any other funds, instruments or documents as may be reasonably requested by Seller or the Closing Agent, or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Buyer's prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed).

7. Closing Costs and Prorations.

a. Except as otherwise provided below in this subparagraph a., all general and special taxes, if any, and assessments against the Property for all periods prior to the Closing Date shall be paid by Seller at or prior to Closing. The amount of such taxes shall be estimated based on information provided by the Utah County Assessor for the parcel or parcels of which the Property is a part, the "Assessed Parcel." Seller and Buyer shall each pay their own legal expenses in connection with this Transaction.

b. Buyer shall pay the cost of a standard coverage owner's policy of title insurance. Unless otherwise agreed by the parties in writing, Buyer shall pay all other closing costs including, but not limited to charges and fees assessed by Closing Agent.

8. Possession. Unless otherwise agreed in writing by the Parties, Seller shall deliver possession of the Property to Buyer upon Closing.

9. Conveyance; Title Insurance. As required by paragraph 6.a.(i), Seller shall convey to Buyer, by special warranty deed, good and marketable fee simple title to the Property, free and clear of all mortgages, trust deeds, judgments, mechanics' liens, tax liens and warrants and other financial encumbrances. As provided in subparagraph 7.b. above, Buyer may acquire (and may condition the Closing upon Buyer's ability to obtain) a current standard coverage owner's policy of title insurance. Even though the policy premium will be paid by Buyer, Seller agrees to order a title insurance commitment on the Property as provided in paragraph 10.b. below.

10. Sellers' Disclosures.

a. Seller hereby discloses and represents to Buyer that Seller has no knowledge of any hazardous materials or substance being stored or present upon the Property and that Seller has no knowledge relating to any environmental problems or any building or zoning code violations affecting the Property.

b. Within five (5) days from the date Seller executes and delivers this Agreement to Buyer, Seller shall deliver to Buyer a commitment for the policy of title insurance required by paragraph 9 above, together with all documents identified as exceptions to coverage in such title commitment.

c. No later than March 1, 2021, Seller shall make available to Buyer, at Buyer's request, all of the following (collectively, the "Seller's Disclosures") that are in the actual possession or control or reasonably accessible to Seller:

(i) Topographic or other maps and all other material documents presently existing concerning the Property;

(ii) any and all leases or other contracts or agreements affecting the Property;

(iii) copies of all permits, licenses and approvals (if any) from all federal, state and local governmental authorities relating to the Property; and

(iv) all such other documentation and information relating to the Property in possession of Seller which is specifically identified and requested by Buyer in writing which is reasonably required by Buyer in order to perform its due diligence.

11. Buyers Right to Cancel. Buyer's obligation to purchase under this Agreement is conditioned upon Buyer's approval of the content of all of the Seller's Disclosures referred to in paragraph 10 above, Buyer's satisfactory completion of such evaluations and inspections as Buyer may deem reasonably necessary in its sole and absolute discretion ("the Approvals"). The Approvals shall be sought and conducted by persons selected by Buyer, and Buyer shall pay all costs in connection with the Approvals. At any time prior to Closing, Buyer and/or its designees shall have the right to enter upon the Property to make such evaluations and inspections as Buyer may deem reasonably necessary. Buyer agrees to employ reasonable care in entering onto the Property so as to cause minimum disturbance to the Property and to defend, indemnify and hold Seller free and harmless from and against any loss, cost, claim, damage and/or liability directly or indirectly arising or resulting from Buyer entering upon the Property. Seller agrees to fully cooperate with Buyer, to disclose all information relating to the Property as required by this Agreement, and to execute all applications, authorizations and other documentation, at no cost or risk to Seller, as reasonably requested by Buyer to assist Buyer in obtaining the Approvals. If any of the Approvals have not been obtained or occurred at or prior to Closing, Buyer may either waive the same and proceed to Closing or cancel this Agreement. In the event Buyer elects to cancel the Agreement as provided herein, Closing Agent shall immediately return the Deposit to Buyer and neither party shall have any further obligations hereunder.

12. Seller's Representations, Warranties and Covenants. Seller represents, warrants and covenants to Buyer that:

a. Seller has full power and authority to enter into this Agreement and complete this Transaction.

b. Seller has good and marketable fee simple title to the Property. Other than as has been or will be disclosed to Buyer, there are no unrecorded agreements, leases, liens or encumbrances that may affect title to the Property to which Seller is a party or of which Seller has knowledge.

c. Upon Seller's execution of this Agreement, it will be binding and enforceable against Seller in accordance with its terms, and upon Seller's

execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Seller in accordance with their terms.

d. Subject to the foregoing, neither the execution and delivery of this Agreement, nor the consummation of this Transaction will constitute a breach under any contract or agreement to which Seller is a party or by which Seller is bound that affects the Property or any part thereof.

e. Seller has not entered into any agreement or contract with respect to the Property or granted any interest in the Property that is inconsistent with Seller's obligation to convey to Buyer good and marketable fee simple title to Seller's interest in the Property in accordance with the requirements of this Agreement. Except as otherwise provided herein, Seller shall not, prior to any termination of this Agreement and without Buyer's prior written consent, enter into or execute any easement, encumbrance, lease, or other agreement with respect to the Property, or execute, record or consent to any declaration of covenants, conditions and restrictions or other similar document with respect to the Property.

f. Seller has not received notice of any pending or threatened condemnation action affecting the Property, any moratorium on building on the Property, or any violation with regard to any applicable law, regulation, ordinance, requirement, covenant, condition or restriction relating to the present use, occupancy or condition of the Property from any person, authority or agency having jurisdiction over the Property.

g. Seller has not received notice of any intended public improvements that will result in any condemnation or taking of all or a portion of any part of the Property, or in any special assessments, levies, taxes or other charges being assessed against any part of the Property that will impose a lien upon the Property. Seller has no knowledge of special assessments pending or threatened against or with respect to the Property on account of or in connection with streets, roads or any other public improvements, including, but not limited to, storm and sanitary sewer, water or other utility lines, curbs, gutters, drainage facilities, sidewalks, lighting and the like.

h. There are no suits, claims, proceedings or investigations pending or, to Seller's actual knowledge, threatened with respect to the Property or that will adversely affect Seller's ability to meet its obligations under this Agreement.

i. Seller has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy, or received notice of the filing of any involuntary petition in bankruptcy against the Seller; (iii) received notice of the appointment of a receiver to take possession of all or substantially all of the Seller's assets; (iv) received notice of the attachment or other judicial seizure of all or substantially all of the assets of Seller; (v) within twelve (12) months preceding the date of this Agreement, admitted in writing the inability of Seller to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to the creditors of Seller generally.

j. Seller is not in default under the terms of any written agreement with a third party to which Seller is a party pertaining to the Property, nor has any event occurred that, with notice or passage of time, or both, would constitute a default by Seller under any such agreement, nor has Seller received notice of any default under any agreement or encumbrance to which the Property or any portion thereof is subject.

k. Seller does not have actual knowledge of the existence of any criminal or other investigation concerning Seller or any other person that may result in a forfeiture of all or any portion of the Property.

1. Neither the execution and the delivery of this Agreement nor the consummation of this Transaction is subject to any requirement that Seller obtain any consent, approval or authorization of, or make any declaration or filing with, any governmental authority or third party that has not been obtained or that, in any case or in the aggregate, if not obtained or made would render the execution, delivery or consummation illegal or invalid, or would constitute a default under this Agreement, or result in the creation of any lien, charge or encumbrance upon the Property.

Seller does not have actual knowledge of or any reason to suspect the m. presence or existence of any Hazardous Materials (as defined below) or petroleum underground storage tanks on or near the Property that would necessitate or require remediation, cleanup or any other action in accordance with any Environmental Laws (as defined below). Except as provided above, Seller has no knowledge or reason to suspect that prior to the date of this Agreement the Property has not been used in compliance with applicable Environmental Laws. Seller has not at any time used, stored or kept at the Property any Hazardous Materials, except in compliance with all Environmental Laws and, other than as disclosed above, Seller has no knowledge or reason to suspect that any Hazardous Materials have been used, stored or kept at the Property except in compliance with applicable Environmental Laws. Seller has no knowledge or reason to suspect that the Property has been designated by any governmental or quasigovernmental authority as an area subject to environmental or other regulation that would materially affect the use of the Property as contemplated by Buyer. As used in this Agreement, the term "Hazardous Materials" is defined to include, without limitation, (i) oil hydrocarbons, petroleum, petroleum products or products containing or derived from petroleum; and (ii) any hazardous or toxic waste, substance, material, chemical, gas or particulate matter, as presently defined by or for purposes of any Environmental Laws. As used in this Agreement, the term "Environmental Laws" is defined to include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 1801, et seq.; the Resource Conservation

and Recovery Act, 42 U.S.C.A. Section 6901, <u>et seq</u>.; the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, <u>et seq</u>.; the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, <u>et seq</u>.; the Safe Drinking Water Act, 42 U.S.C.A. Section 300f, <u>et seq</u>.; the Clean Air Act, 42 U.S.C.A. Section 7401, <u>et seq</u>.; any successor to those laws (in existence on the date this representation is made or updated); any rules, regulations, ordinances, orders or decrees issued pursuant to those laws; any other federal, state or local environmental, health or safety statute, ordinance, code, rule, regulation, order or decree as may now or at any later time be in effect regulating, relating to or imposing liability or standards concerning or in connection with hazardous or toxic wastes, substances, materials, chemicals, gases or particulate matter or the emission, discharge, dumping or other release of any substance to the environment; and any common law theory based on nuisance or strict liability.

n. Seller shall, immediately notify Buyer in writing upon receiving notice of any actual or threatened claims or proceedings (i) for the condemnation of the Property or any portion thereof, (ii) arising out of injury or damage to or upon the Property or any portion thereof, (iii) arising out of any violation or threatened violation of applicable laws or regulations relating to or affecting the Property, including but not limited to any violation of Environmental Laws, or that may result in the liability of the owner or a successor owner of any interest in the Property, (iv) arising out of the imposition of any special assessment, levy or tax, (v) relating to the potential formation of any taxing authority affecting the Property, (vi) that could affect or cloud title to or ownership of the Property, or (vii) that could result in a moratorium against building on the Property.

The foregoing representations, warranties and covenants shall be true, correct and accurate on and as of the date of this Agreement and on and as of the date of Closing and shall survive the Closing for a period of twelve (12) months. Prior to Closing, should Seller inform Buyer or should Buyer become aware of facts or information which differs with any representation or warranty of Seller set forth in this Agreement, Seller's representation or warranty shall be deemed to have been modified accordingly. Should Buyer be aware of contrary facts and circumstances before the Closing, but elect to close, Buyer must be deemed to have waived the same.

13. Buyer's Representations and Warranties. Buyer represents and warrants to Seller that:

a. Buyer is a validly existing municipality and political subdivision of the state of Utah, organized and existing pursuant to the provisions of Utah law, and has full power and authority to enter into this Agreement and complete this Transaction.

b. This Agreement will be binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, those terms and conditions and

additional documents will be binding and enforceable against Buyer in accordance with their terms.

The foregoing representations and warranties shall be true, correct and accurate on and as of the date of this Agreement and on and as of the Closing date. All representations, warranties and covenants by Buyer set forth in this Agreement will survive the consummation of this Agreement, the delivery and recordation of the Deed and the Closing of this Transaction.

14. Broker's Commissions. Seller and Buyer warrant, each to the other, that they have not dealt with any finder, broker, or realtor in connection with this Transaction. Each Party shall and does hereby indemnify the other Party against, and agrees to hold such other Party harmless from, any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or this Transaction based on any act by or agreement or contract with the indemnifying Party, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by the other Party on account of or arising from any such claim, demand or suit.

15. Risk of Loss. The risk of loss will be upon Seller until Closing. Seller shall, at Seller's sole cost, take reasonable steps to protect the Property from damage and deterioration prior to Closing. In the event of any loss or damage to or condemnation of the Property prior to Closing, Buyer may either waive such loss, damage or condemnation and proceed to close this Transaction, or cancel this Agreement. If Buyer waives any loss or damage to or condemnation of the Property and proceeds to close this Transaction, Seller shall, at and as a condition precedent to Closing, pay to Buyer the amount of any insurance or condemnation proceeds attributable to the Property that have been received by the Seller and assign to Buyer as of Closing all rights or claims to proceeds payable thereafter.

16. Default and Remedies.

a. Seller Default. If Seller shall have failed to close escrow and sell the Property to Buyer on the terms and provisions contained herein within the time for performance as specified herein or otherwise breaches any Seller obligation under the terms of this Agreement, Buyer's sole remedy shall be to either (but not both) (i) seek specific performance of this Agreement; or (ii) obtain a return of the Deposit, together with the reimbursement by Seller of Buyer's out of pocket expenses, including attorneys' fees, incurred in conducting its due diligence and otherwise performing under this Agreement. Cancellation by Buyer pursuant to paragraph 11 of this Agreement shall not constitute a Seller Default.

b. Buyer Default. If the closing fails to occur as a result of Buyer's default in its obligation to close the purchase of the Property as provided in this Agreement, Seller shall retain the Deposit as full, agreed and liquidated damages, as Seller's sole legal and equitable remedy with respect to such Buyer default. THE PARTIES HERETO EXPRESSLY AGREE AND ACKNOWLEDGE THAT IN THE EVENT OF A DEFAULT BY BUYER IN ITS OBLIGATION TO CLOSE THE PURCHASE OF THE REAL PROPERTY ON THE CLOSING DATE, SELLER'S ACTUAL DAMAGES WOULD BE EXTREMELY DIFFICULT OR

IMPRACTICABLE TO ASCERTAIN, THAT THE AMOUNT OF THE DEPOSIT REPRESENTS THE PARTIES' REASONABLE ESTIMATE OF SUCH DAMAGES, AND THAT SUCH AMOUNT IS NOT UNREASONABLE UNDER THE CIRCUMSTANCES EXISTING AT THE TIME THIS AGREEMENT WAS MADE.

Cancellation by Buyer pursuant to paragraph 11 of this Agreement shall not constitute a Buyer Default.

17. Entire Agreement; Amendments. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and all prior negotiations, understandings, representations, inducements and agreements, whether oral or written and whether made by a Party hereto or by any one acting on behalf of a Party, shall be deemed to be merged in this Agreement and shall be of no further force or effect. No amendment, modification, or change in this Agreement shall be valid or binding unless reduced to writing and signed by the Parties hereto.

18. Expenses of Enforcement. In any proceeding to enforce, interpret, rescind or terminate this Agreement or in pursuing any remedy provided hereunder or by applicable law, the prevailing Party shall be entitled to recover from the other Party all costs and expenses, including reasonable attorneys' fees, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding.

19. Notices. Except as otherwise required by law, any notice given in connection with this Agreement must be in writing and must be given by personal delivery, overnight courier service, confirmed facsimile, or United States certified or registered mail, return receipt requested, postage prepaid, addressed to Seller or Buyer as follows (or at another address or facsimile number as Seller or Buyer or the person receiving copies may designate in writing):

Buyer:	Santaquin City Attention: City Manager 275 West Main Street Santaquin, Utah 84655
With a copy to:	Nielsen & Senior Attention: Brett B. Rich 1145 South 800 East, Suite 110 Orem, Utah 84097

Seller:

Jamie Evans 2068 Mountain Vista Lane Provo, UT 84606

With a copy to:

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

20. Survival. Except as otherwise provided herein, all of the covenants, agreements, representations and warranties set forth in this Agreement survive the Closing, and do not merge into any deed, assignment or other instrument executed or delivered under this Agreement.

21. Waiver. The failure to enforce at any time any provision of this Agreement or to require the performance of any provision hereof shall not constitute a waiver of any such provision or affect either the validity of this Agreement or any part hereof or the right of either Party hereto to thereafter enforce each and every provision of this Agreement in accordance with the terms of this Agreement.

22. Time of Essence; Dates of Performance. Time is expressly declared to be of the essence of this Agreement. In the event that any date for performance by either Party of any obligation hereunder required to be performed by such Party falls on a Saturday, Sunday or nationally established holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

24. Electronic Transmission. Electronic transmission of this Agreement, signed by a Party, and retransmission of any signed electronic transmission, shall be the same as delivery of an original hereof.

25. Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. Any third party acquiring an interest in the Property after the Closing shall be a permitted assignee of Buyer and any third party obtaining an interest in the Property prior to Closing shall be a permitted assignee of Seller. Otherwise, neither Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party.

26. Further Acts. The Parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any act which may be necessary or proper to carry out the purposes of this Agreement.

27. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah.

28. Submission to Jurisdiction. Each of the Parties submits to the jurisdiction of the Fourth Judicial District Court of the State of Utah in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity.

29. Interpretation. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. This Agreement has been divided into paragraphs and subparagraphs for convenience only and the paragraph headings contained herein are for purposes of reference only, which shall not limit, expand, or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association or any combination thereof.

30. Authority of Signers. Each person executing this Agreement hereby warrants his or her authority to do so, on behalf of the entity for which he or she signs, and to bind such entity.

[Remainder of Page Intentionally Left Blank – Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement for Purchase and Sale on the dates set forth opposite their respective names below.

SELLER:

DATE:_____, 2021.

JAMIE EVANS

BUYER:

SANTAQUIN CITY

DATE:_____, 2021.

KIRK F. HUNSAKER, Mayor

ATTEST:

K. Aaron Shirley, City Recorder

EXHIBIT A

DESCRIPTION OF THE PROPERTY

EXHIBIT A

PART OF A TRACT OF LAND DESCRIBED IN QUIT-CLAIM DEED FILED IN THE UTAH COUNTY RECORDER'S OFFICE AS ENTRY NUMBER 4636:2004. LOCATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, IN SANTAQUIN CITY, UTAH COUNTY, UTAH MORE PARTICULARLY DESCRIBES AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID ENTRY NUMBER 4363:2004 BEING LOCATED S00°04'13"E ALONG THE WEST LINE OF SAID SECTION 12 A DISTANCE OF 1251.69 FEET AND EAST 3.24 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 12:

THENCE N47°14'21"E ALONG THE NORTH LINE OF SAID ENTRY NUMBER 4636:2004 A DISTANCE OF 422.97 FEET;

THENCE S04°17'20"E 64.61 FEET;

THENCE N62°31'50"E 15.26 FEET;

THENCE ALONG A 26.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 34.03 FEET HAVING A CHORD BEARING AND DISTANCE OF N25°01'50"E 31.66 FEET;

THENCE N12°28'10"W 49.39 FEET; TO THE NORTH LINE OF SAID ENTRY NUMBER 4636:2004;

THENCE N47°14'21"E ALONG THE NORTH LINE OF SAID ENTRY NUMBER 4636:2004 A DISTANCE OF 2.97 FEET TO THE NORTH EAST CORNER OF SAID ENTRY NUMBER 4636:2004;

THENCE S12°46'55"E ALONG THE EAST LINE OF SAID ENTRY NUMBER 4636:2004 A DISTANCE OF 225.35 FEET; TO THE SOUTHEAST CORNER OF SAID ENTRY NUMBER 4636:2004;

THENCE S47°09'33"W ALONG THE SOUTH LINE OF SAID ENTRY NUMBER 4636:2004 A DISTANCE OF 4.40 FEET;

THENCE N12°28'10"W 47.23 FEET;

THENCE ALONG A 30.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 54.98 FEET HAVING A CHORD BEARING AND DISTANCE OF N64°58'10"W 47.60 FEET;

THENCE S62°31'50"W 60.55 FEET;

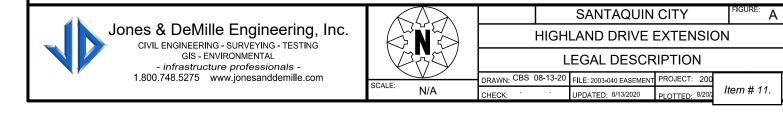
THENCE ALONG A 718.50 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 169.44 FEET HAVING A CHORD BEARING AND DISTANCE OF S55°46'29"W 169.05 FEET;

THENCE S49°01'07"W 177.28 FEET TO THE WEST LINE OF SAID ENTRY NUMBER 4636:2004;

THENCE N00°07'46"E ALONG THE WEST LINE OF SAID ENTRY NUMBER 4636:2004 A DISTANCE OF 87.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.846 ACRES MORE OR LESS.





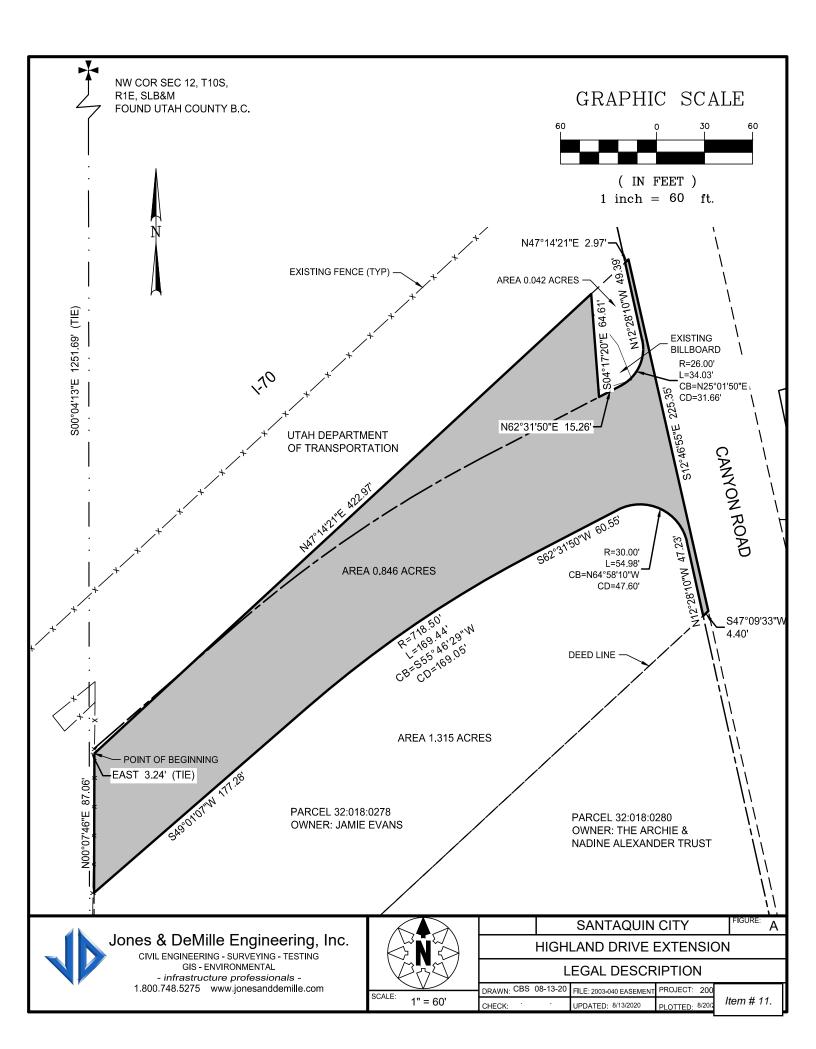


EXHIBIT B

CONSTRUCTION DRAWINGS

HIGHLAND DRIVE REALIGNMENT AND CANYON ROAD PHASE 2 SANTAQUIN, UTAH 2020



INDEX TO SHEETS					
SHEET NO.	SHEET TITLE				
2	TITLE				
2A	GENERAL NOTES				
2B	LEGEND				
SC-201	SURVEY CONTROL				
TS-201	TYPICAL SECTION				
RD-201	ROADWAY DESIGN - HIGHLAND DR (PH2)				
RD-202	ROADWAY DESIGN - CANYON RD (PH2)				
UT-201	UTILITY PLAN AND PROFILE - HIGHLAND DR (PH2)				
SP-201	STRIPING PLAN - HIGHLAND DR (PH2)				
DT-201 TO DT-203	DETAIL				



VICINITY MAP

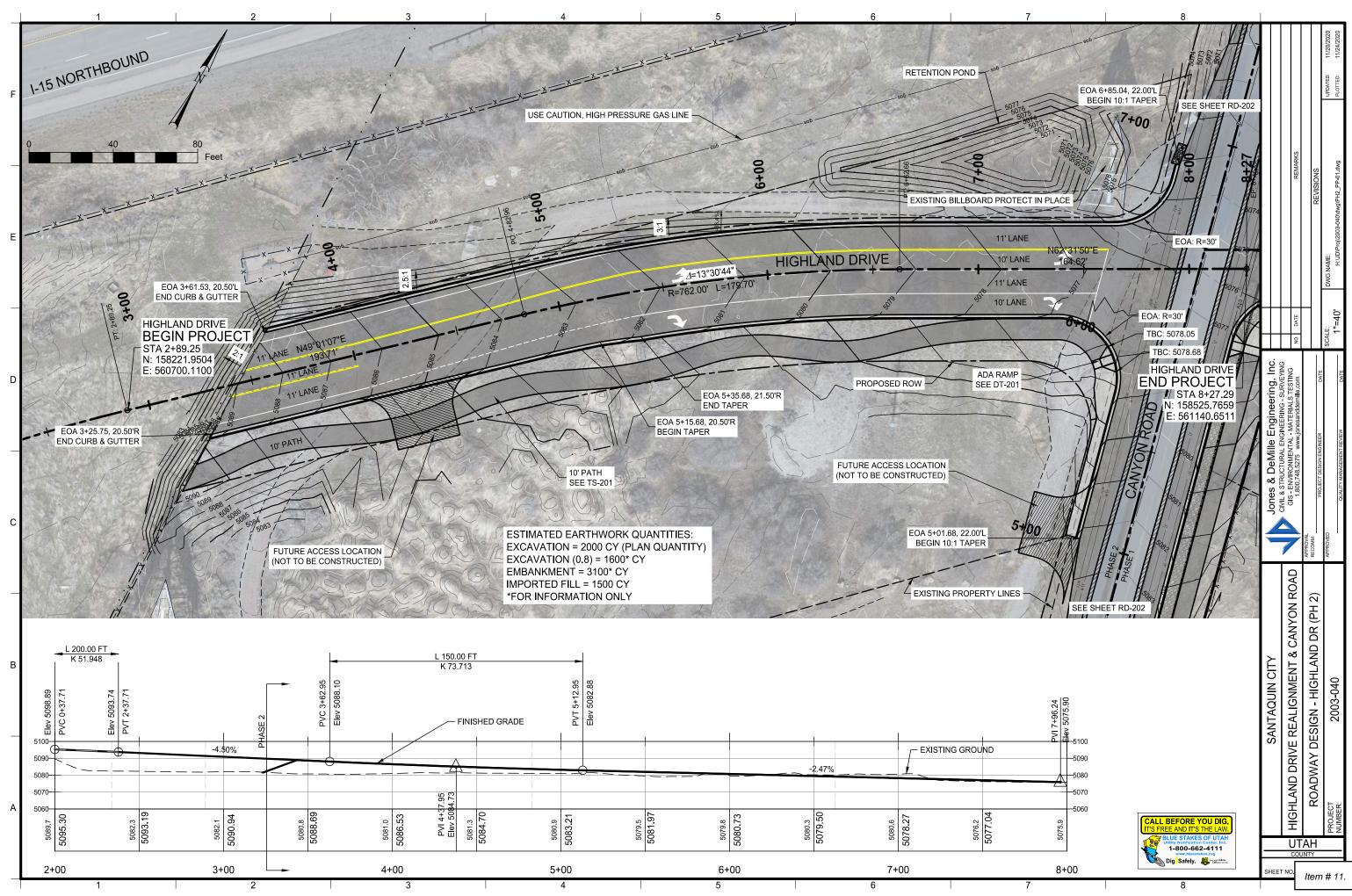


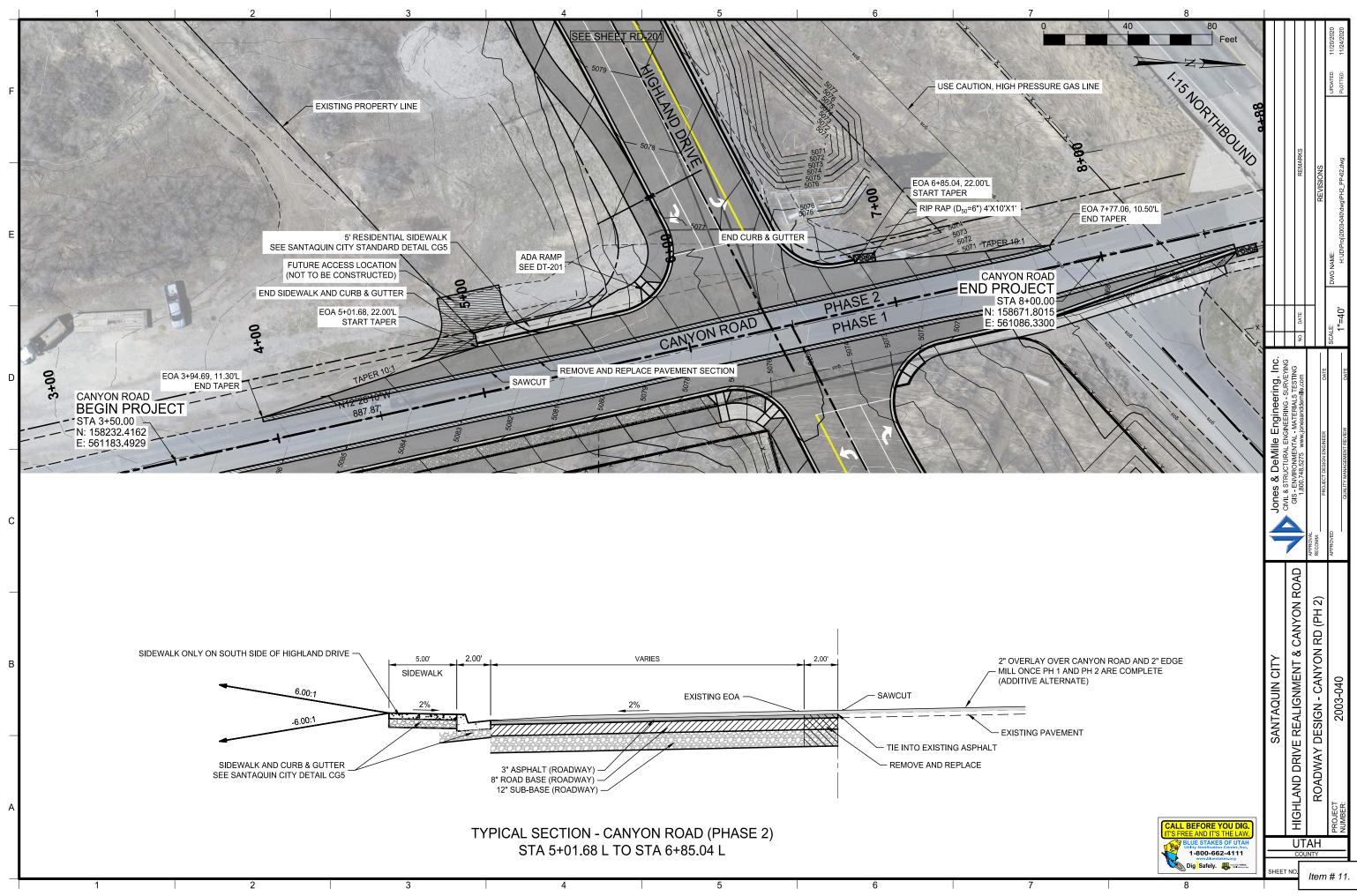
Jones & DeMille Engineering, Inc. CIVIL & STRUCTURAL ENGINEERING - SURVEYING GIS - ENVIRONMENTAL - MATERIALS TESTING - shaping the quality of life -1.800.748.5275 www.jonesanddemille.com

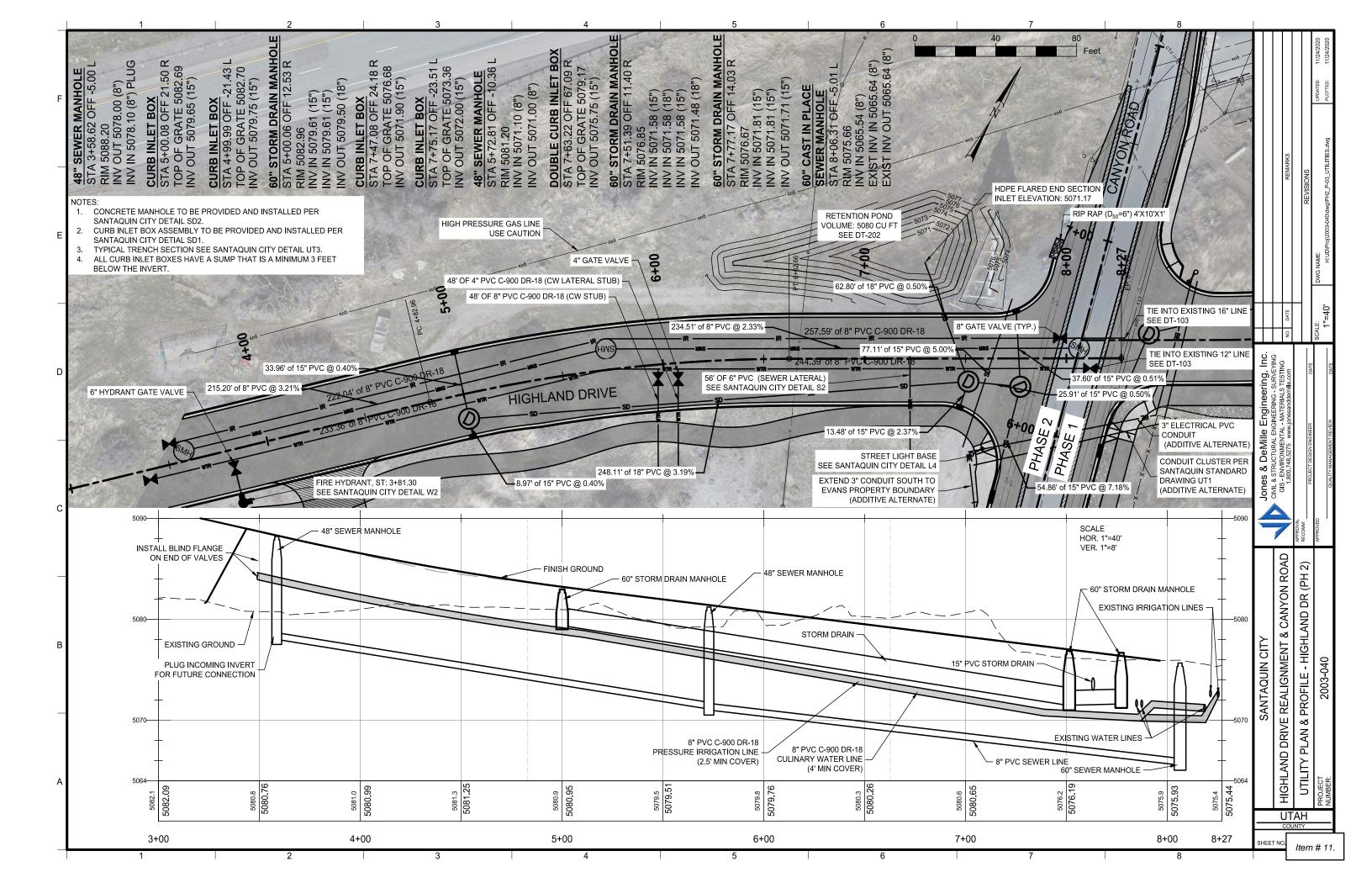
PROJECT NO.	SHEET NO.	
2003-040	2	

APPROVAL

RECOMMENDED FOR APPROVAL:	-
1/24/2020 IN	DATE
APPROVED:	
CLIENT	DATE







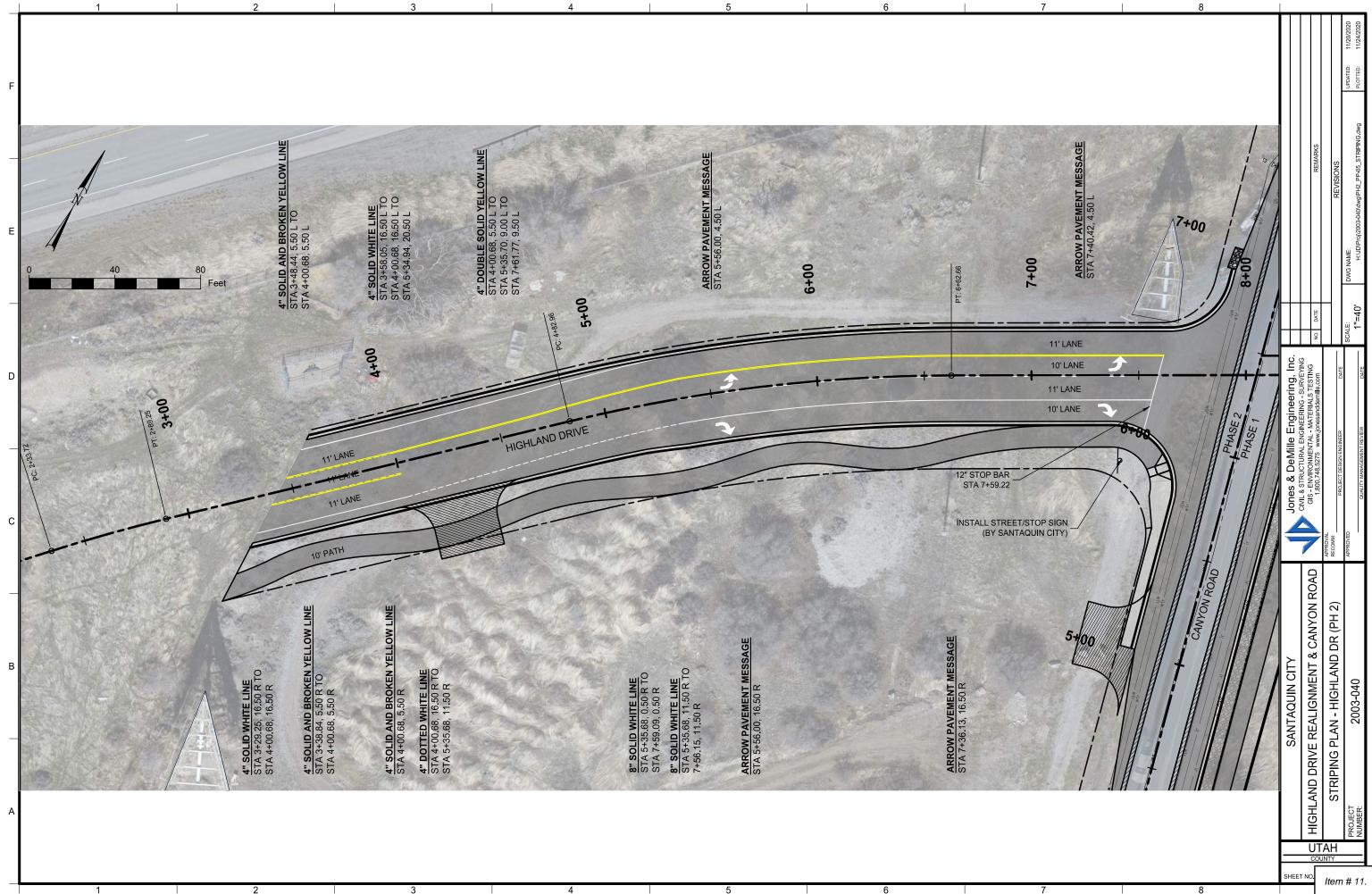


EXHIBIT C

BILLBOARD EASEMENT

BEGINNING AT A POINT THAT IS S.0°04'51"E. ALONG THE SECTION LINE 1919.84 FEET AND WEST 3209.39 FEET FROM THE EAST ¼ CORNER OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN;

Thence, S 18° 27' 19" W for a distance of 4.00 feet to a point on a line. Thence, S 38° 44' 57" W for a distance of 40.00 feet to a point on a line. Thence, S 59° 02' 35" W for a distance of 4.00 feet to a point on a line. Thence, N 30° 57' 25" W for a distance of 52.94 feet to a point on a line. Thence, N 38° 44' 57" E for a distance of 10.78 feet to a point on a line. thence S 71° 32' 41" E a distance of 52.94 feet to the POINT OF BEGINNING

CONTAINS: ±1508 SQ FT

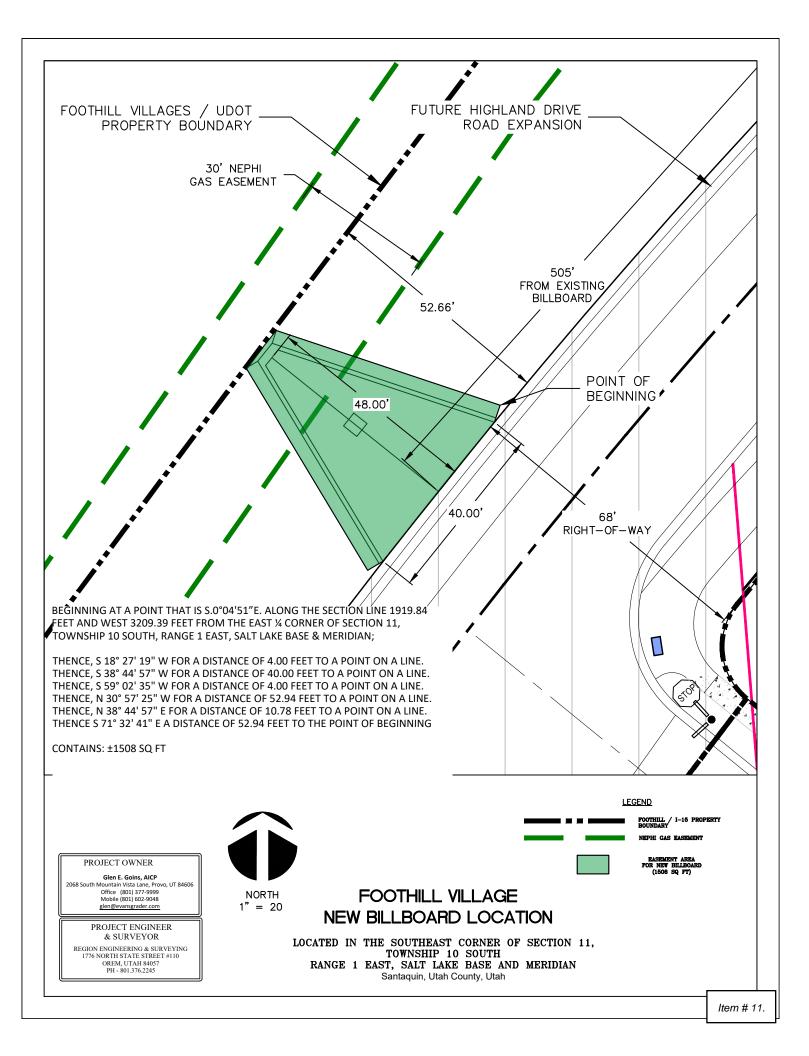


EXHIBIT D

LIGHTING RESTRICTIONS



1/20/2020

LIGHTING STUDY

Watchfire Signs has been manufacturing outdoor electric signs since 1932 and LED signs since 1996. Currently, we have more than 60,000 LED signs in operation worldwide.

History of Optical Measurements and Calculations

Outdoor signs using incandescent light bulbs commonly measured illuminance using meters that report brightness in foot-candles. This unit is the standard measurement partly because a light bulb is a source of light that illuminates equally in all directions. LED signs are measured with the same meter even though its light does not illuminate equally in all directions. LED signs are designed to be highly directional, which is an advantage. LEDs allow light to be directed toward an intended audience, rather than dispersed in a wider arc out from the face of the sign.

In the LED industry luminance, or the intensity of visible light, is measured by nits, where one candela per square meter is equal to one nit. However, luminance meters are expensive, difficult to use in the field, and are not ideal for lighting studies commonly used for meeting local permitting requirements. As a result, LED signs are often evaluated using foot-candle measurements.

A foot-candle is the amount of light produced by a single candle when measured from one foot away. For reference, a 100-watt light bulb produces 137 foot-candles from 1 foot away, .0548 foot-candles from 50 feet away, and .0137 foot-candles from 100 feet away.

Watchfire Signs is Compliant with National Lighting Requirements

Watchfire Signs has adopted brightness standards endorsed by both the International Sign Association (ISA) and Outdoor Advertising Association of America (OAAA). Watchfire Signs' products meet the requirements set forth by both associations of no more than 0.3 foot-candles above existing ambient light levels. Total foot-candles are dependent on size and distance and can be adjusted as needed.

Automatic Brightness Adjustment: All Watchfire signs automatically adjust brightness levels using either a 100-step hardware photocell, or what is referred to as a software photocell (hardware photocells are optional on OP Signs). Using the software photocell, the sign will automatically adjust brightness based on the longitude and latitude location of the sign. The sign is appropriately dimmed or brightened based around daily sunrise and sunset. A hardware photocell will automatically adjust a sign's brightness relative to changes in ambient light levels. For both options, a sign operator can manually decrease the brightness from standard settings, but for safety reasons and in conformance to industry codes, Watchfire cannot allow signs to operate brighter than standard settings.

Equipment used by Watchfire Signs to Measure Luminance

Foot-candles/Lux - Minolta Illuminance Meter T-10 Nits/candela/sq. m – Minolta Luminance Meter LS-100 Sign Calibration – Minolta CS-1000 Spectra radiometer

The proceeding study uses actual lab measurements made on modules using an illuminance meter. These measurements and extrapolations were then scaled up to the size of the sign and distance corrections were made using the inverse square law.



SIGN LIGHTING STUDY

Sign Details

Size: 14 x 48 Digital Billboard

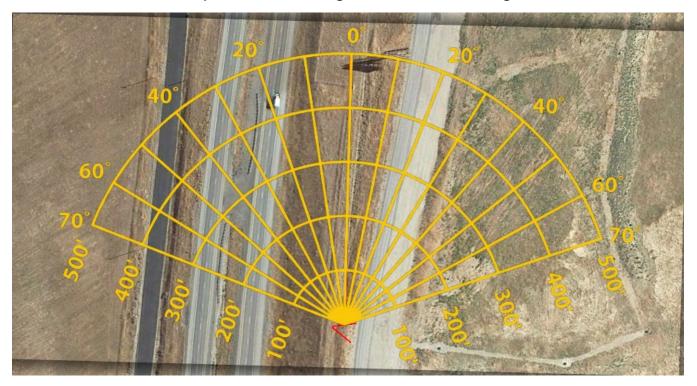
Location: 115, 39°57'19.26" N, 111°47'51.48" W

The table below represents a large LED sign, demonstrating the increase in illuminance from the sign during normal night operation. Smaller signs would have less effect than shown below. The values are within the standards of both the ISA and OAAA and indicate that the ambient light broadcast into the surrounding area has minimal effect.

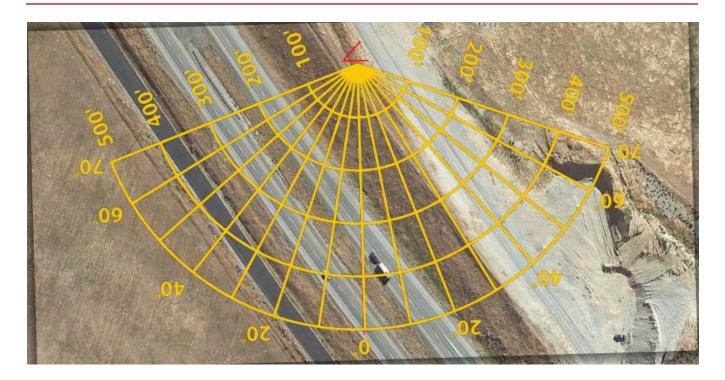
	Horizontal Viewing Angle						
Viewing Distance	0 degrees	20 degrees	40 degrees	60 degrees	70 degrees		
100'	0.69	0.56	0.37	0.17	0.03		
200'	0.17	0.14	0.09	0.04	0.00		
300'	0.07	0.06	0.04	0.01	0.00		
400'	0.04	0.03	0.02	0.01	0.00		
500'	0.02	0.02	0.01	0.00	0.00		

Foot-candles at night under normal operation

Example Broadcast of Light at Distances and Angles







Conclusion

Given the above comparisons and measurements, the area will see an almost undetectable difference in ambient light after installation of the digital LED billboards.



RESOLUTION 02-06-2021 A RESOLUTION APPROVING A WATER WIELDING AGREEMENT WITH SUMMIT CREEK IRRIGATION COMPANY

BE IT HEREBY RESOLVED:

SECTION 1: The following document represents an agreement for water wielding with Summit Ridge Irrigation Company.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 16th day of February, 2021.

City of Santaquin,

Kirk F. Hunsaker, Mayor

Attest:

K. Aaron Shirley, City Recorder

SUMMIT CREEK SANTAQUIN WATER PROGRAM

THIS SUMMIT CREEK SANTAQUIN WATER PROGRAM AGREEMENT is entered into by and between the following:

SUMMIT CREEK IRRIGATION AND CANAL COMPANY, a Utah nonprofit corporation 165 West 200 North P.O. Box 700 Santaquin, Utah 84655 ("Summit Creek" or "SC")

and

CITY OF SANTAQUIN 275 West Main Street Santaquin, Utah 84655 ("Santaquin")

The Effective Date of this Instrument is _____, 20__.

The Terms and Definitions contained in this Summit Creek Santaquin Water Program (SCSWP) Agreement shall be applicable to all of the provisions of this Instrument.

As of the Effective Date, for the Consideration contained in this Instrument, Summit Creek and Santaquin agree as follows:

1. UNDERSTANDINGS.

1.1 Santaquin and Summit Creek have established the SCSWP for the benefit of Participating SC Shareholders.

1.2 Summit Creek and Santaquin desire to formalize their agreed upon terms with respect to the participation of SC Shareholder(s) in the SCSWP.

1.3 Summit Creek and Santaquin acknowledge and represent that they have each received a copy and have read this Instrument in its entirety and have sought and received legal counsel.

1.4 Summit Creek and Santaquin acknowledge that:

(a) Bullock Law Firm, Clinton J. Bullock and Karen Bullock Kreeck DO NOT represent Santaquin;

(b) Bullock Law Firm, Clinton J. Bullock and Karen Bullock Kreeck DO NOT represent Summit Creek; and

(c) Bullock Law Firm, Clinton J. Bullock and Karen Bullock Kreeck DOES represent Phil Rowley, individually, and have prepared documentation at the request of Phil Rowley.

2. TERMS.

2.1 "Assessment" means the amount charged annually by Summit Creek to its shareholders for each share of Summit Creek owned by such shareholder.

2.2 "Eligible SC Shareholder" and "Eligible SC Shareholders" means either:

(a) as of the Effective Date, the SC Shareholder(s) listed in the attached Exhibit A with the corresponding number of shares; or

(b) subsequent to the Effective Date, a SC Shareholder:

(1) whose Water Unit has a diversion point within Santaquin limits; and

(2) who within such real property parcel with a Summit Creek Water diversion point has a tie-in/access to the Santaquin Pressurized Irrigation System; and

(3) who sixty (60) days prior to each Program Year has paid its Assessment pursuant to the rules, regulations, policies, bylaws, etc. of Summit Creek as determined by Summit Creek; and

(4) who enters into a Summit Creek Shareholder Election Agreement.

2.3 **"Participating Summit Creek Share"** means a Summit Creek Share and its associated Water Unit that have been subjected to the SCSWP by a Participating SC Shareholder.

2.4 **"Participating SC Shareholder"** and **"Participating SC Shareholders"** means an Eligible SC Shareholder(s) who qualifies and have/has elected to participate in the SCSWP. Participating SC Shareholder includes Participating SC Shareholder Continuing and Participating SC Shareholder Initial. 2.5 **"Participating SC Shareholder Continuing"** means a Participating SC Shareholder who has elected to continue to participate in the SCSWP from the current Program Year to the next Program Year.

2.6 **"Participating SC Shareholder Initial"** means a Participating SC Shareholders who is electing to initially participate in the SCSWP for the next Program Year.

2.7 **"Participating SC Shareholder Withdrawing"** means a Participating SC Shareholder who is withdrawing from participation, as provided in this Instrument, in the SCSWP for the next Program Year.

2.8 **"Pressurized Irrigation System"** means the municipally owned system which delivers pressurized irrigation water throughout Santaquin.

2.9 **"Program Year"** means a twelve (12) month measurement/billing cycle for the Pressurized Irrigation System, with the initial "Program Year" beginning on the day thirty (30) days after the Effective Date and with each succeeding "Program Year" beginning the first day (1st) of April each calendar year.

2.10 **"SC Shareholder Election Agreement"** means written election as set forth in Exhibit B, by which SC Shareholder agrees to be bound by the terms of the "SC Shareholder Election Agreement" in exchange for participation in the SCSWP.

2.11 **"Summit Creek Share"** means a single share of stock in Summit Creek. For the purposes of this Instrument, only whole shares shall be considered eligible which shall not be divided in any form.

2.12 **"Water Unit"** means a volume of water associated with a single share which shall be established annually by the Water Wielding Technical Advisory Committee, based upon the estimated flow rate of four (4) cubic feet of water per second for thirty (30) minute intervals, with an estimated eighteen (18) turns per irrigation season. This number may fluctuate in any given irrigation season due to the participation received in the preceding winter season and/or due to infrastructure enhancements to the Summit Creek Irrigation System and/or Santaquin City Pressurized Irrigation System. When variation from the standard volume outlined above is required, it shall be determined by a scientific methodology (e.g. use of source meters, estimation of loss from evaporation and seepage, etc.) as agreed upon by the Parties.

2.13 **"Water Wielding Technical Advisory Committee"** means a body organized to receive and review applications from Eligible SC Shareholders for participation in SCSWP, evaluate the technical feasibility of each application, and have the authorization to grant approvals and/or denials therein.

3. DEFINITIONS.

3.1 "Assign," "Assigned" or "Assignment," as the tense or context may require, means convey, transfer, grant, pledge, bargain, mortgage, sell, exchange and/or deliver, by deed or otherwise.

3.2 **"Consideration"** means all of the undertakings by Summit Creek and all of the undertakings by Santaquin under this Instrument.

3.3 **"Day"** means a calendar day, except that if a day shall be, or any period specified in this Instrument shall end, on a Saturday, Sunday or a legal holiday within the State of Utah (as defined in § 63-13-2, Utah Code Annotated), the day shall be, or the period shall be deemed to end, on the next calendar day which is not a Saturday, Sunday or legal holiday within the State of Utah.

3.4 **"Document"** means this Instrument and any offer, notice, instrument or otherwise required or permitted to be given by one Party to the other under this Instrument.

3.5 **"Indemnified Party"** means the Party whom, under the Section of this Instrument at issue, is the Party who is to be indemnified.

3.6 **"Indemnifying Party"** means the Party whom, under the Section of this Instrument at issue, is the Party who is to provide the indemnity.

3.7 "Instrument" means this Summit Creek Santaquin Water Program Agreement.

3.8 "Party" means Summit Creek or Santaquin, as the context dictates.

3.9 "Parties" means Summit Creek and Santaquin.

3.10 "Section" means any part of this Instrument which shall be identified by a numerical designation. For example, if the context and content require, 9, 9 .1, 9.1(a), 9.1(a)(1), 9.1(a)(1)(A) or 9.1 (a)(1)(A)(I) shall each be treated as a Section for the purpose of this Instrument.

4. EXHIBITS.

4.1 **"Exhibit A"** - A list of each Eligible SC Shareholders with the corresponding number of shares.

4.2 **"Exhibit B"** – A sample or template of the SC Shareholder Election Agreement.

5. SANTAQUIN WATER PROGRAM ELECTION, WITHDRAWAL AND NOTIFICATION.

5.1 <u>Notification</u>. For each Program Year, and by April 10th of that year, Summit Creek will provide to Santaquin a list identifying the corresponding number of shares entered by each Participating SC Shareholder into the SCSWP and other data necessary to allow Santaquin to manage delivery of water, billing for water delivered, etc. in the following groups: Participating SC Shareholders Continuing, Participating SC Shareholders Initial and Participating SC Shareholders Withdrawing.

5.2 <u>Election to Participate</u>. An Eligible SC Shareholder for each Program Year elects to participate in the SCSWP as follows:

(a) An Eligible SC Shareholder who is not a Participating SC Shareholder shall *deliver to* Summit Creek a signed SC Shareholder Election Agreement by the March 31st preceding the applicable Program Year indicating the Eligible SC Shareholder:

(1) desires to place it's Summit Creek Share in the SCSWP for the next Program Year; and

(2) agrees to be subject to the rules and conditions set forth on the written election form for the next Program Year and all subsequent Program Years until withdrawn; or

(b) An Eligible SC Shareholder who is a Participating SC Shareholder in the current Program Year, automatically renews participation in the SCSWP by *failing to deliver* to Summit Creek a written withdraw form (as designed and provided by Summit Creek) by the end of the current Program Year.

5.3 <u>Effect of Election to Participate</u>. An Eligible SC Shareholder who elects for a Program Year to participate in the SCSWP, and is approved by the Water Wielding Technical Advisory Committee, will be classified as either a Participating SC Shareholder Continuing or Participating SC Shareholder Initial.

5.4 <u>Withdrawal</u>. A Participating SC Shareholder may elect to have it's Summit Creek Share withdrawn from participation in the SCSWP for the next Program Year as follows:

(a) by *delivering to* Summit Creek a written withdrawal form (as designed and provided by Summit Creek) by the March 31st preceding the next Program Year indicating that the Participating SC Shareholder is withdrawing it's Summit Creek Share from SCSWP; or

(b) by failing to qualify by April 1st of a Program Year as an Eligible SC Shareholder as set forth in this Instrument.

5.5 <u>Effect of Withdrawal</u>. If a Summit Creek Share of a Participating SC Shareholder is withdrawn from the SCSWP, either by election, or ineligibility as provided in this Instrument, then:

(a) the Participating SC Shareholder will be identified as a Participating SC Shareholder Withdrawing on the annual written notification from Summit Creek to Santaquin as set forth in Section 5.1;

(b) the Summit Creek Share/Water Units subject to such withdrawal will not be diverted for use by Santaquin and will remain in the Summit Creek water system; and

(c) the former Participating SC Shareholder will not receive a credit/reduction in the user fees charged by Santaquin to such former Participating SC Shareholder for any delivery of water through the Pressurized Irrigation System.

6. **SANTAQUIN USAGE OF WATER UNITS**. For each Participating SC Share, Santaquin may divert, and Summit Creek allows Santaquin to divert, one Water Unit into the Pressurized Irrigation System for Santaquin's use in the Pressurized Irrigation System in accordance with this Instrument.

7. SANTAQUIN OBLIGATIONS AND REPRESENTATIONS.

7.1 **Program.** Santaquin for each SC Share entered into the SCSWP:

(a) <u>Access/Construction</u>. If an application for a SC Shareholder Election Agreement has been approved by Santaquin, Santaquin will provide to each Participating SC Shareholder all water lines, water meters, pumps, and other facilities necessary for each Participating SC Shareholder to receive water from Pressurized Irrigation System and shall construct said facilities in compliance with all regulatory requirements. The costs of construction of all such facilities shall be borne entirely by the Participating SC Shareholder.

(b) <u>Measurement</u>. All water supply service connection from Santaquin to each Participating SC Shareholder shall be measured by Santaquin approved metering equipment, the equipment shall:

(1) be furnished and installed by the Santaquin at the expense of each Participating SC Shareholder;

(2) remain the property of Santaquin; and

(3) the cost of calibrating, testing, repairing, replacing, or maintaining any damaged or defective meter(s) shall be the responsibility of Santaquin City.

- (c) Billing of each Participating SC Shareholder.
 - (1) Base Rates. Santaquin will continue to bill each Participating SC Shareholder its monthly Pressurized Irrigation System base rates;
 - (2) Usage Rates. Santaquin will complete a meter read for all Participating SC Shareholder irrigation meters prior to the commencement of a Program Year's irrigation season. A second meter read will be taken at the end of the Program Year's irrigation season. Santaquin shall waive its Pressurized Irrigation usage fees for each Participating SC Share equivalent to volume of 75% of the Water Unit of the applicable share(s). Pressurized Irrigation water usage in excess of 75% of the water volume for the applicable share(s) shall be billed to the Participating SC Shareholder by Santaquin. Such billings will be applied at the same standard Pressurized Irrigation System usage rates as applied to the remainder of Pressurized Irrigation System users city wide.

7.2 <u>Delivery Limitations</u>. Santaquin City agrees to deliver water to each Participating SC Shareholder at established point(s) of connection; provided, however, that each Participating SC Shareholder shall not be guaranteed any specific quantity or pressure of water whenever Santaquin City's supply of water is limited or when Santaquin City's equipment may become inoperative or is in need of maintenance and repair. Santaquin agrees that it will attempt to make any necessary repairs or adjustments to its equipment within reasonable times. Santaquin agrees to give each Participating SC Shareholder reasonable notice of any likely interruptions in the quantity or pressure. 7.3 **<u>Representations of Santaquin</u>**. Santaquin hereby represents the following:

(a) Santaquin has the legal power, right and authority to enter into this Instrument and to consummate the transactions contemplated hereby;

(b) Santaquin is not prohibited from consummating the transactions contemplated by this Instrument by any law, regulation, agreement, instrument, restriction, order or judgment;

(c) Santaquin acting through any of its empowered and authorized officers, has the full right, power, and authority to enter into this Instrument and to carry out its obligations hereunder; and all required actions necessary to authorize Santaquin to enter into this Instrument and to carry out its obligations hereunder has been or will have been taken prior to the execution of this Instrument;

(d) This Instrument is a valid, binding and enforceable agreement against Santaquin in accordance with its terms.

8. SUMMIT CREEK OBLIGATIONS, REPRESENTATIONS.

8.1 <u>Facilities</u>. Summit Creek shall provide, by gravity feed to Santaquin's Theodore Ahlin Irrigation Pond, one (1) Water Unit for each approved Participating SC Share according to the water turn schedule associated with said share.

8.2 **<u>Representations of Summit Creek</u>**. Summit Creek hereby represents to Santaquin as follows:

(a) Summit Creek has been duly formed, validly exists and is in good standing in the jurisdiction of its formation and Summit Creek has the legal power, right and authority to enter into this Instrument and to consummate the transactions contemplated hereby;

(b) Summit Creek is not prohibited from consummating the transactions contemplated by this Instrument by any law, regulation, agreement, instrument, restriction, order or judgment;

(c) Summit Creek acting through any of its empowered and authorized officers, has the full right, power, and authority to enter into this Instrument and to carry out its obligations hereunder; and all required actions necessary to authorize Summit Creek to enter into this Instrument and to carry out its

obligations hereunder have been or will have been taken prior to the execution of this Instrument;

(d) This Instrument is a valid, binding and enforceable agreement against Summit Creek in accordance with its terms.

9. WATER WIELDING TECHNICAL ADVISORY COMMITTEE.

9.1 Members. Summit Creek and Santaquin will each nominate two representatives to participate on a Water Wielding Technical Advisory Committee to evaluate the technical feasibility of each application submitted by Eligible SC Shareholders.

9.2 Application Review. The Water Wielding Technical Advisory Committee shall review SCSWP applications for compliance with the following limitations and requirements:

(a) <u>**Post Delivery.**</u> After the water is delivered to the point(s) of connection to each Participating SC Shareholder's meter, each Participating SC Shareholder shall be in exclusive control and possession thereof and solely responsible for any injury or damage caused by the delivered water. Therefore, as a requirement for participation in SCSWP, Summit Creek shall require, through its SC Shareholder Election Agreement, that each Participating SC Shareholder shall hold harmless Santaquin City from any loss, claim or damage related thereto.

(b) <u>Limitations on Water Resale.</u> Summit Creek shall require, through its SC Shareholder Election Agreement, that each Participating SC Shareholder shall not resell water supplied by Santaquin through the Pressurized Irrigation System.

(c) <u>Limitations on Water Use for Flood Irrigation.</u> Summit Creek shall require, through its SC Shareholder Election Agreement, that each Participating SC Shareholder shall not flood irrigate from water supplied by Santaquin through the Pressurized Irrigation System.

(d) <u>Water Conservation and Drought Contingency Plan</u>. At any time Santaquin places into effect water conservation and/or drought contingency measures, Summit Creek shall require, through its SC Shareholder Election Agreement, that each Participating SC Shareholder shall place into effect the same measures.

(e) <u>**Ownership of Shares Required.</u>** In order for an application to be approved, the share wielded must be owned by the property owner to which the water is being delivered.</u>

(f) <u>Whole Shares Required</u>. Only whole shares shall be considered eligible for wielding, which shall not be divided in any form.

(g) <u>Limitation on the Number of Shares in SCSWP</u>. The maximum number of shares eligible to be wielded by any single SC Shareholder is six (6), within the terms of this Instrument.

9.3 Approval or Denial of Applications. Approval of an application submitted by an Eligible SC Shareholder requires a majority vote of the members of the Water Wielding Technical Advisory Committee.

10. OWNERSHIP/RESPONSIBILITY.

10.1 **Ownership**. The Parties agree that an election by a SC Shareholder to enter a SC Share into the SCSWP as set forth in this Instrument shall not constitute an Assignment of title or ownership of the Participating SC Share and the SC Shareholder shall retain all rights of Ownership of and title to the SC Share.

10.2 **Possession and Control.** Possession and control of the Water Unit(s) for each Participating SC Share shall remain in the Pressurized Irrigation System for use as directed by Santaquin.

10.3 **<u>Responsibility.</u>** As between the Parties, Santaquin City shall:

(a) have exclusive control and possession of the water delivered to the Pressurized Irrigation System; and

(b) hold harmless each Participating SC Shareholder from any loss, claim or damage related thereto until the same shall have been delivered to each Participating SC Shareholder at such point(s) of connection.

11. **RELATIONSHIP OF PARTIES**. Nothing contained in this Instrument shall be deemed or construed by Summit Creek, Santaquin or by any third party, to create the relationship of principal and agent, or of partnership or of joint venture between Summit Creek, Santaquin and/or any Participating SC Shareholder.

12. **REGULATORY REQUIREMENTS.** This Instrument shall be subject to, all present and future valid laws, orders, rules and regulations of the United States of America, the State of Utah, or any other regulatory agency having jurisdiction.

13. **TERM AND EFFECTIVENESS.** This Instrument shall be valid as of the Effective Date. The initial term of this contract shall be through January 31, 2022. This contract will automatically renew each February 1st in one (1) year annual increments unless either party provides a written withdrawal notification at least thirty (30) days prior to the annual renewal date. This contract may be amended or terminated only by written agreement Summit Creek and Santaquin.

14. **FORCE MAJEURE**. In the event either party is rendered unable, wholly or in part, by force majeure to carry out any of these obligations under this contract, then the obligations of such party, to the extent affected by such force majeure and performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence, of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall include, without limitations of the generality hereof, acts of God, strikes, lockouts, or other kind of industrial disturbances, acts of the public enemy, orders of any civil or military authority, insurrections, riots, epidemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakages or accidents to machinery, pipelines or canals, partial or entire failure of water supply, and any other inabilities of either party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability and which such party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes lockouts or contract disputes by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. Force majeure shall not relieve each Participating SC Shareholder of its obligation to make payments to Santaquin City as provided in this contract for water delivered in accordance with the Instrument.

15. ADMINISTRATIVE PROVISIONS.

15.1 <u>Advice of Counsel</u>. The Parties acknowledge and represent that they have received a copy and have read this Instrument in its entirety and have sought and received legal counsel to the extent they have deemed necessary to protect their interests.

15.2 <u>Capitalized Terms</u>. Capitalized terms and definitions used in this Instrument without other definition shall, unless expressly stated otherwise, have the meanings specified in Section 2 and Section 3 respectively.

15.3 <u>Counterparts</u>. This Instrument may be signed by the Parties in counterpart, each of which shall be deemed an original, but all of which together shall constitute one and

the same Instrument, with the same effect as if each of the Parties had signed the same Instrument.

15.4 <u>**Cost of Enforcement**</u>. In the event either Party hereto fails to perform any of its obligations under this Instrument or in the event a dispute arises concerning the meaning or interpretation of any provisions of this Instrument, the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other Party in enforcing or establishing its rights under this Instrument, including without limitation court costs, reasonable attorneys' fees, expert witness fees, etc., regardless of whether formal legal proceedings are commenced.

15.5 **Facsimile (Fax) or Electronic Documents**. Facsimile or electronic (pdf) transmission of any signed original document and retransmission of any signed facsimile or electronic (pdf) transmission shall be the same as delivery of an original.

15.6 <u>Governing Law</u>. This Instrument shall be governed by and construed in accordance with the laws of the state of Utah. This Instrument has been executed, delivered and accepted in the laws of the state of Utah. Any action, proceeding or counterclaim concerning this Instrument must be commenced and conducted by a court located within Fourth Judicial District of the state of Utah.

15.7 <u>Headings and Section Headings</u>. Headings and Section heading are inserted only for convenience and are in no way to be construed as part of the Section to which they relate or as a limitation on the scope of the particular Section to which they refer.

15.8 <u>Modification of this Instrument</u>. No waiver or modification of this Instrument or of any agreement, condition or limitation contained in this Instrument will be valid unless in writing and duly executed by the party to be charged. No evidence, of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration or litigation between the Parties to this Instrument arising out of or affecting this Instrument or the right or obligations of the parties under this Instrument unless such waiver or modification is in writing executed by the party to be charged. The Parties agree that the provisions of this Section may not be waived except as set forth in this Section.

15.9 <u>No Construction Against Drafter</u>. Ambiguities, inconsistencies, or conflicts of the provisions of this Instrument shall not be strictly construed against the drafter of the such provision or this Instrument, and if an ambiguity, inconsistency or conflict arises with respect to any provision of this Instrument, the Instrument will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of this Instrument.

15.10 <u>Notices</u>. Any notice required or permitted to be given shall be delivered to the address of the Party entitled to receive such notice or payment. The address of the Party to which any notice shall be delivered shall be the address which is as follows, or as the receiving Party may designate from time to time in writing:

To Summit Creek:	Summit Creek Irrigation and Canal Company 165 West 200 North P.O. Box 700 Santaquin, Utah 84655 Attn: Tel. Fax
To Santaquin City:	CITY OF SANTAQUIN 275 West Main Street, Santaquin, Utah 84655 Attn: CITY MANAGER Tel. (801) 754-3211 Fax (801) 754-3526
with a copy to:	Brett B. Rich, Nielsen & Senior 1145 South 800 East, Suite 110 Orem, Utah 84097 Tel. (801) 701-7074 Fax (801) 225-5335

Any notice required or permitted to be given under this Instrument shall be in writing. Any notice required or permitted to be given under this Instrument which is sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as set forth in this Instrument, shall be deemed to have been received when deposited in a United States Post Office. Any time period within which a response to a notice given by registered or certified mail is required to be made under this Instrument shall be extended by Five (5) days. Any notice required or permitted to be given which is not given by registered or certified mail or any payment required to be made under this Instrument shall be deemed to have been received upon actual physical receipt.

15.11 <u>Number, Gender and Tense</u>. Where applicable, the singular includes the plural, the masculine includes the feminine, and the past includes the present and the future.

15.12 **References:**

(a) **To a Section or Exhibit**. Reference to a Section or Exhibit in this Instrument is a specific reference to the Section or Exhibit specified unless otherwise expressly indicated.

(b) **To information outside of this Instrument**. Except where otherwise expressly provided or unless the context otherwise necessarily requires:

(1) Reference to a given Governmental Rule is a reference to that law as amended as of the date with respect to which the interpretation is made;

(2) Referenced accounting terms shall have the meanings given to them under Generally Accepted Accounting Principles applied on a consistent basis by the accounting entity to which they refer; and

(3) Except to the extent otherwise specifically designated, all Internal Revenue Code section references contained in this Instrument are to the Internal Revenue Code of 1986 and include all successor or amended sections of similar content.

(c) "including" means "including, without limitation."

15.13 **<u>Representations</u>**. The Parties stipulate and agree that none of them have made any representations with respect to the subject matter of this Instrument or any representations including the execution and delivery of this Instrument, except such representations as are specifically set forth in this Instrument and *both* Parties acknowledge that they have relied on their own judgment in entering into this Instrument.

15.14 <u>Severability</u>. It is the intent of the Parties that each provision of this Instrument be construed in a manner which will result in enforcement of this Instrument to the maximum extent permitted by applicable laws. The invalidity or unenforceability of any part of this Instrument shall not invalidate or affect the remainder which shall continue to govern the rights, duties and obligations of the Parties as though the invalid or unenforceable part were not a part of this Instrument.

15.15 <u>Successors and Assigns</u>. Except to the extent any other provision of this Instrument shall be applicable, this Instrument shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, heirs, administrators, personal representatives and assigns.

15.16 **<u>Survival</u>**. All of the Parties' respective agreements, representations, and obligations under this Instrument shall survive the execution of this Instrument.

15.17 <u>Time</u>. Time is of the essence of this Instrument and every term, agreement and condition contained in this Instrument.

15.18 <u>Waiver</u>. The failure of any Party to enforce the provisions of this Instrument shall not constitute a waiver unless specifically reflected in writing, signed by the Party whose rights are deemed waived, regardless of a Party's knowledge of a breach under this Instrument. No waiver of any provision of this Instrument shall constitute a waiver of any other provision of this Instrument.

15.19 <u>Authorization</u>. Each person executing this Agreement of behalf of a Party certifies that such execution is performed pursuant to the formal authorization of the governing body of the Party.

THIS SIGNATURE AND NOTARY PAGE IS PART OF A DOCUMENT ENTITLED "SUMMIT CREEK SANTAQUIN WATER PROGRAM AGREEMENT" AND HAS NOT BEEN SIGNED BY THE FOLLOWING PERSON(S) FOR ANY OTHER PURPOSE.

WITNESS the hands of the Parties to this Instrument.

"SUMMIT CREEK"

Summit Creek Irrigation and Canal Company, a Utah non-profit corporation:

By: Philip B. Rowley, President

Date _____

"SANTAQUIN"

By: Kirk F. Hunsaker, Mayor

Date _____

Attest:

K. Aaron Shirley, City Recorder

EXHIBIT A: Eligible SC Shareholder with the corresponding number of shares

I, _____, owner of ____# of Summit Creek Irrigation Shares, elect to participate in the Summit Creek Santaquin Water Program (SCSWP) and wield the water associated with my share(s) through Santaquin City's Pressurized Irrigation System pursuant to the following terms:

I do hereby agree to:

- Maintain Current Payments on Summit Creek Annual Assessments; and
- Maintain Current Payments on Santaquin City Irrigation System Monthly Base Rates; and
- Surrender 25% of the water associated with my share(s) to Santaquin City in exchange for the wielding of the remaining water associated with my share through the City's system; and
- Utilize water delivered through the City system in accordance with the requirements of Santaquin City Ordinances, including, but not limited to:
 - Not reselling any water wielded by Santaquin City to any third party; and
 - Not utilizing water wielded by Santaquin City to flood irrigate; and
 - Being subject to conservation and drought restrictions, if imposed by Santaquin City under the same terms and conditions imposed upon all users of said system; and
 - Holding Santaquin City Harmless for any losses or damages resulting from water wielded by Santaquin City after said water passes through the irrigation water meter associated with this Agreement; and
- Provide infrastructure needed to facilitate the delivery (e.g. meter fee, connection fees, piping, installation, etc.) in accordance with Santaquin City Standards, if needed; and
- Perpetuate the aforementioned, unless a notice of termination is submitted to Summit Creek Irrigation Company by March 31st for the subsequent irrigation season.

Shareholder Name:

Signature

Date

Santaquin City Resolution 02-07-2021

A RESOLUTION ADOPTING THE 2021 VERSION OF THE SANTAQUIN CITY EMPLOYEE POLICY AND PROCEDURE HANDBOOK

WHEREAS, the City of Santaquin has an employee policies and procedures handbook to address employment and personnel matters to apply to city employees; and

WHEREAS, the City of Santaquin has determined that it is desirable to update these policies and procedures from time to time to comply with Federal, State and local laws and ordinances; and

WHEREAS, recommended changes have been prepared by an outside Human Resources consultant in consultation with the Director of Administrative Services, the Department Directors, Assistant City Manager, City Manager as well as reviewed by the City Attorney, Mayor, and City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Santaquin, Utah, that Santaquin City hereby adopts the 2021 version of the Santaquin City Employee Policies and Procedures Handbook shown on Attachment (A).

Approved and adopted by the Santaquin City Council this _____2021.

Kirk F. Hunsaker, Mayor, Santaquin City

Attest:

K. Aaron Shirley, City Recorder



Employee Policies & Procedures Handbook

Effective July 1, 2011 Amended <u>February 16, 2021</u>October 1, 2020



Dear Santaquin City Employee,

It is a pleasure and a privilege for me to welcome you as an employee of Santaquin City. We are happy and excited to have you as part of our team.

Please understand that it is not easy to be a Santaquin City employee. Santaquin City has a long history of being an employer of choice in our community and in the state. We expect a lot out of ourselves and out of each other. This Employee Policies and Procedures Handbook has been prepared to help you live up to those expectations.

The following pages give you basic guidelines for being a member of the Santaquin City team. It is important for you to review the contents of this documents carefully, as it is the foundation of our success, as a team and individually.

If you have any questions regarding this handbook, please ask your Functional Area Director, the City Manager or the Personnel Officer for clarification.

Thanks for all you do.

Kirk F. Hunsaker, Mayor

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DISCLAIMER

The Employee Policies and Procedures Handbook is provided for general guidance only. The policies and procedures expressed in this handbook, as well as those in any other personnel material, or other types of material that may be issued from time to time, do not create a binding contract or any other obligation or liability on the City. The City reserves the right to change its policies and procedures at any time, formally or informally, with or without notice, for any reason. The City also reserves the right to take any employment action it deems appropriate. The prohibitions set forth in the Employee Policies and Procedures Handbook do not create an express or implied contract with any person.

SECTION 1: INTRODUCTION

1.1 SANTAQUIN CITY MISSION STATEMENT

Provide for a strong positive civic image and quality of life for people who live and work in Santaquin City by providing guidelines and standards that ensure the orderly and balanced distribution of growth, sound fiscal and economic investment and preservation of the open and rural environment in a clean, and attractive physical setting.

1.2 SERVICE VALUES:

Santaquin City Service Values:

- To astonish the customer, not just to satisfy the customer: **"We don't care if they don't notice everything we do. Just as long as they notice something that's different about us.**"
- Only the non-complacent thrive: **"We will always be on the lookout for complacency."**
- Actions speak louder than words: **"Walk the walk." "No one carries more importance to the core mission of the City than another. Only job descriptions differ."**
- The best team polices itself: "If you treat any person badly, there are enough people around who care enough that you're going to hear about it."
- Change is the status quo: "Be a champion of positive change. Be sure the end result of change is positive. Be cognizant of the efforts of change."
- Stay small as you grow: "Practice lean management principles that focus on the most cost effective strategies to provide value to our citizens"
- Propagate the culture:
 "Treat all people right," "Communicate with your team," "Inspire greatness in others,"
 "Encourage initiative and innovation," and, "Do the right thing."

1.3 SANTAQUIN CITY GOVERNMENT

The Santaquin City operates under a six-member council form of government and is a City of the fourth class as determined by Utah law. Hence, it is governed by a six-member council comprised of five elected Council Members, and an elected Mayor. The Mayor is the Chief Executive Officer of the City and is responsible for keeping the peace, enforcing the laws of the Municipality, and ensuring that all applicable and municipal ordinances and resolutions are faithfully executed and observed. The City Manager is hired by the Mayor and Council to manage the day-to-day operations of the City, as directed by the Mayor, City Council and by ordinance.

1.4 POLICY IMPLEMENTATION

- A. The information contained in this handbook is intended to give employees a better understanding of the responsibilities and obligations of employment with the City. Employees are required to read, understand, and comply with all provisions of the Employee Handbook.
- B. The Santaquin City reserves the right to revise, supplement, or rescind any policy or portion of a policy from time to time as deemed necessary by the Mayor, or designee. Every employee is responsible for becoming informed of changes as they occur.
- C. Employees will receive a copy of the adopted Employee Handbook and any revisions that may occur periodically. Additionally, a complete copy of the adopted Employee Handbook may be obtained via the city website or at the City Offices.
- D. In addition to the policies and procedures contained in this manual, employees are responsible for understanding and abiding by policies and procedures of their respective department, and/or division.
- E. The Mayor, or designee, shall be the final interpreter of the provisions of the Employee Handbook.

SECTION 2: EMPLOYMENT PRACTICES

2.1 RECRUITMENT & HIRING

- *A.* <u>General Policy</u> It is the intent of <u>the</u> Santaquin City to fill all positions with the most suitable applicant.
 - 1. Anti-Nepotism. Santaquin City complies with Title 52, Chapter 3, Utah Code Annotated, as amended.
 - (a) Santaquin City prohibits any person holding any position to appoint, vote for the appointment of, directly supervise, or be directly supervised by their father, mother, husband, wife, son, daughter, brother, sister, uncle, aunt, nephew, niece, first cousin, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, grandchild or grandparent. Except as provided in Title 52, Chapter 3, Utah Code Annotated, as amended. Volunteers providing services to the City are excluded from this provision.
 - (b) Santaquin City will consider employment applications from relatives of current employees when openings exist. Hiring decision will be made on the basis or qualification, education, and experience. Relatives will not receive preferential treatment.
 - 2. Employment of Minors. It is the policy of the Santaquin City that no one under the age of 14 shall be hired for any position. Santaquin City will comply with federal and state laws governing employment of minors.
- B. <u>Equal Employment Opportunity</u> Santaquin City is an "Equal Opportunity Employer" and selects, hires, promotes, and compensates employees without regard to race, religion, pregnancy, age, disability, gender, color, national origin, or any other protected status. The City evaluates applicants for employment or candidates for promotion based upon their knowledge, skills, experience, education, and potential for job performance consistent with the needs of the position. Santaquin City also adheres to the provisions of the Americans with Disabilities Act.
- C. <u>Job Openings</u> The Mayor, or designee shall have the discretion to fill vacancies through appropriate methods including, but not limited to promotion, transfer, posting, advertising and other methods. When advertising methods are used, job openings may be advertised in the appropriate media including, but not limited to, employment agencies, professional staffing services, trade journals, newspapers, internet, and bulletin boards. Other recruiting sources may be used to fill open positions in the best interest of the organization. Job openings that are advertised will be advertised for a minimum of 5 working days.
 - 1. Job Description. A definition of the essential duties of the new or vacant position shall be drafted and approved by the Mayor, or designee, before the position is posted or advertised.
- D. <u>Application Requirements</u> In general, the following application process is followed for all job postings.
 - 1. Applicants for employment with Santaquin City shall complete a City application and are required to comply with the specific application process for each position. Applications

must be signed and submitted to the Mayor, or designee, by the closing date and time of the posted position.

- 2. The City accepts applications from all interested parties, except when the position is being filled by internal promotion or through eligible rehire. Applications submitted by former employees who have been terminated for cause will not be considered.
- 3. Falsification of any information required in the application process shall disqualify a person for employment with Santaquin City.
- E. <u>Selection Procedures</u> In general, the following process is followed when selecting an applicant for a job.
 - 1. Interviewing. Job related duties and qualifications, as outlined in the job description, will provide a basis for initial screening of job applicants. The Mayor, or designee, will select applicants to interview from those whose job application show that the applicant is qualified for the position.
 - (a) Interviews for Part-time/Benefited, Part-time/Non-benefited<u>and</u>, Seasonal <u>employees</u> and <u>Volunteer Fire/EMS</u> position shall be conducted by the appropriate Functional Area Director and/or direct supervisor.
 - (b) Interviews for Full-time positions shall include the Mayor or a City Council representative.
 - (c) Final selection for positions that are Appointed and/or Functional Area Director shall be conducted during a <u>city-public</u> meeting of the City Council.
 - 2. Skill Based Testing. Job applicants may be required to take tests which the City deems necessary for a specific position as part of the selection process.
 - 3. Reference Checks. Santaquin City may contact references and former employers of applicants when selecting an applicant for an open position.
 - 4. Job Offer. Once an applicant is selected and approved by the Mayor, or designee, the successful applicant shall be notified and extended a conditional job offer contingent upon results of reference checks, drug and alcohol testing, background investigation, and check of driving record (if required) results. The Mayor, or designee, should notify the other job applicants that they were not selected for the position.
 - 5. Drug & Alcohol Testing. Santaquin City requires all applicants who have been extended a conditional job offer for Full-time and, Part-time, and Volunteer Fire/EMS positions to undergo and alcohol and drug testing. Seasonal and Volunteer employees and Volunteers may be required to undergo alcohol and drug testing. Refusal to take such test shall disqualify a person for City employment.
 - 6. Criminal Background Investigation. Santaquin City requires all applicants who have been extended a conditional job offer for Full-time, and Part-time, and Volunteer Fire/EMS positions to undergo a criminal background investigation. Seasonal, and Volunteer employees and Volunteers may be required to undergo a criminal background investigation. Refusal to authorize such investigation shall disqualify a person for employment. An applicant who has been convicted of a crime may be denied employment with Santaquin City.

2.2 EMPLOYMENT CLASSIFICATION, STATUS & PROBATION

A. Employment Classifications -

- 1. Full-time. An employee hired to work a minimum of 30 hours per week or applicable fulltime work schedule and is eligible for City benefits.
- 2. Part-time/Benefited. An employee hired to work a minimum of 18 hours per week on a regular, year-round basis, and who actually works less than 29 hours per week or less, and is eligible for limited City benefits, including vacation leave, sick leave, and holiday pay at a prorated rate. Part-time Benefited employees are also eligible for State Retirement.

Part-time employees, who work 18 hours per week, or more, are not considered Parttime/Benefited unless and until designated by the Mayor, or designee, as such for reasons including, but not limited to, years of service, job performance, criticality of the position, initial recruitment of the position, availability of funding within the department, etc.

- 3. Part-time/Non-benefited. An employee hired to work 29 or fewer hours per week, is atwill, may be terminated at any time, with or without cause or prior notice, for any reason or no reason at all, has no appeal rights and is not eligible for City benefits.
- 4. Seasonal. An employee hired to work up to 40 hours per week to a maximum of 1508 hours during a rolling year, is at--will, may be terminated at any time, with or without cause or prior notice, for any reason or no reason at all, has no appeal rights and is not eligible for City benefits.
- 5. Volunteer Fire/EMS. An employee hired to respond to emergency fire and/or EMS calls, may be on-call, receives and maintains required certifications and attends required training. Fire/EMS Volunteers are paid a nominal stipend for on-call service (if applicable), each call responded to and for each training attended. Volunteer Fire/EMS are at-will, may be terminated at any time, with or without cause or prior notice, for any reason or no reason at all, have no appeal rights and are not eligible for City benefits.
- <u>56</u>. Volunteer. Any person who donates service without pay or other compensation. Volunteer<u>s</u>-employees are at-will, may be terminated at any time, with or without cause or prior notice, for any reason or no reason at all, have no appeal rights and are not eligible for City benefits.

Prior to rendering of any volunteer service, the volunteer should be pre-approved by the Mayor, or designee. Functional Area Directors, Department Heads, Supervisors, or those in charge of volunteer services shall provide volunteer information to the Administration Services Department, prior to the rendering of any volunteer services, to insure worker's compensation and liability coverage.

B. <u>Employment Status</u> - In accordance with the Fair Labor Standards Act (FLSA), employees shall be classified as either exempt or non-exempt with respect to eligibility for payment of overtime.

- 1. Exempt. Employees who are in managerial, administrative, or professional positions as described by the Fair Labor Standards Act as "Exempt" and therefore do not receive overtime for hours worked in excess of a 40-hour work week or other applicable work period.
- 2. Non-exempt. All other Fair Labor Standards Act covered employees are paid overtime for hours worked in excess of a 40-hour work week (80 hours in a 14-day work period for certified police employees) or other applicable work period.
- 3. At-Will. An at-will employee is an employee whose employment and compensation may be terminated with or without prior notice, at any time, with or without cause or prior notice, for any reason or no reason at all by the appropriate Appointing Authority. At-will employees may or may not have a contract with the City. Employment of at-will employees is subject to the provisions of an employment contract if applicable. At-will employees include:
 - (a) Employees designated in Utah State Code Annotated §10-3-1105(2)(c).
 - (b) Members of boards, commission & committees; volunteers and individuals appointed to serve without pay.
 - (c) Part-time<u>and</u>, Seasonal, and Volunteer Fire/EMS<u>Employees</u> and Volunteers. employees.
 - (d) Newly hired employees and employees who are promoted or transferred to a new position are considered at-will during the probationary period.
- 4. Merit/Non-Merit. After completing the required introductory period and upon a successful evaluation, an employee will achieve merit status with the City. Merit employees have appeal rights, non-merit employees do not.
- C. <u>Probation</u> Introductory Period -
 - 1. Probationary Introductory Period. Newly hired Full-time and Part-time/Benefited employees shall fulfill a probationary period an introductory period. During probation the introductory period, employees are in a trial period to learn their new job and responsibilities. such employees may be terminated with or without prior notice, at any time, with or without cause or prior notice, for any reason or no reason at all. Introductory employees are considered non-merit employees and therefore are at-will and have no appeal rights.

Employees designated as at will are not subject to a probationary period, unless otherwise specified in specific department policies as they may be terminated with or without prior notice, at any time, with or without cause or prior notice, for any reason or no reason at all.

The duration of introductory periods are as follows:

- (a) All Full-time Certified Police Officers are subject to a 12-month probationary <u>introductory</u> period.
- (b) All other Full-time and Part-time/Benefited employees are subject to a 6-month probationary-introductory period.

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- (<u>c</u>b) Full-time and Part-time/Benefited employees promoted or transferred to a new position are subject to a new 6-month <u>probationary_introductory</u> period<u>may be</u> demoted or transferred back to their prior position if their introductory period proves to be unsuccessful.
- 2. Performance Reviews. Newly hired Full-time and Part-time/Benefited employees who are subject to an probationary-introductory period shall have at least one performance review prior to the conclusion of the probationary introductory period. Additional reviews may take place if necessary. Results of the performance review will-may assist the City in determine determining whether employment should be terminated, or whether the employee is eligible for full employment merit status, probation introduction is extended, or employment is terminated.

Performance reviews may be performed for <u>at-will-introductory</u> employees during the first 6 months of employment to assist supervisors in monitoring training and progress of the employee. Such reviews do not extend any reasonable expectation of continued employment to an <u>at-will-introductory</u> employee.

- 3. Extensions. If results of a performance review are unsatisfactory in any area<u>At the</u> conclusion of any introductory period, the Mayor, or designee, may extend probation the introductory period for up to one additional six-month period beyond the initial probationary introductory period. Probation Introduction extensions shall be documented in writing and notice given to the employee prior to the conclusion of the original probationary introductory period.
- 4. Corrective Action Plan. As part of a disciplinary action or as part of a performance review, an employee may also be placed on a corrective action plan, the length of which shall be determined by the Mayor, or designee.

2.3 PERFORMANCE EVALUATIONS

- A. Designated supervisors shall conduct performance evaluations of all Full-time and Parttime/Benefited employees as designated by the Mayor, or designee, to assist employees in performing their job duties. Designated supervisors may also conduct such performance evaluations of Part-time/Non-Benefited and Volunteer Fire/EMS employees.
- B. Employees may receive merit increases based on performance evaluations and according to availability of funds as allocated by the City Council through the budget process.
- C. Signed copies of annual performance evaluations are placed in the employee's personnel file. Each employee will receive a copy of their annual performance evaluation.

2.4 EMPLOYEE REDUCTION IN FORCE POLICY (RIF)

A. Due to budgetary restrictions, reduction in workload, or reorganization, the Mayor, or designee, may determine that an employee reduction in force (RIF) is necessary. When it becomes necessary to reduce the work force, Full-time and Part-time/Benefited employee(s) with the positions to be eliminated shall, when possible, be notified in writing of the reduction in force at least two weeks before the planned reduction in force.

- B. In the selection of employees for any Santaquin City (RIF), the following guidelines should be considered:
 - 1. Selection should consider the roles and responsibilities of the position being eliminated, the individual currently in the affected position, and the employee's ability to perform other work assignments within the affected department.
 - 2. Seniority will be considered.
 - 3. <u>ProbationaryIntroductory</u>, Seasonal, Part-time/Non-benefited and Part-time/Benefited employees should be laid off <u>firstbefore Full-time employees</u>. Full-time employees should be the last to be laid off, when practicable.
 - 4. If advanced notice of the (RIF) cannot be given to the employee, two weeks' severance pay may be given. This provision is subject to the availability of funds.

2.5 EMPLOYEE RECORDS

- A. <u>General Policy</u> Federal Law requires employers to retain detailed information about their employees. Personnel files are maintained on each employee and kept by the Mayor, or designee. The record copy (original) of all appropriate personnel information shall be filed in the personnel file. Supplemental files may be kept by Functional Area Director's, department managers, and/or supervisors.
- B. <u>Personnel File Contents</u> Contents of a personnel file may include the following:
 - 1. An employment hiring record including the employees job application, resume, interview forms, test scores, etc., employment eligibility verification (I-9), withholding allowance certificate (W-4), benefit election forms.
 - 2. A job description of the position the employee currently occupies. A signed acknowledgement that the employee has received a copy of the Employee Handbook.
 - 3. Employee status records including, but not limited to, performance evaluation, promotions, transfers, demotion, termination of employment, salary rate changes, disciplinary action and responses, re-hire, reduction in force, payroll deductions, certificates of recognition, training records, etc.
- C. <u>Other files</u> The city may maintain other supplemental files with employee information such as, drug and alcohol testing, employee investigations, worker's compensation information, FMLA documentation, physician's verification and return to work authorizations, benefit enrollments, etc. Payroll information, including hours worked, overtime, deductions, payment dates, time and day of the week worked, etc., shall be maintained as outlined by the Fair Labor Standards Act.
- D. <u>Employee Information</u> Employees are responsible to ensure that personal information, including, current address, phone number, emergency contact, etc. is current.
- E. <u>Confidentiality</u> Santaquin City's policy is that only relevant, job related information is maintained on its employees, that such information is held in strict confidence, and that access is limited only to those who require it for legitimate business reasons.

- F. <u>Access</u> Employees have the opportunity to review their own files in the presence of the Mayor, or designee, on Santaquin City premises at reasonable times during regular business hours.
 - 1. Verification of Employment. Without written authorization from the employee, Santaquin City limits information given in a verification of employment to include, status and classification of the employee, position held, verification of salary.

SECTION 3: COMPENSATION, LEAVES, & BENEFITS

3.1 COMPENSATION

- A. <u>Work Hours</u> Work hours for employees are determined by the Mayor, or designee. The Mayor, or designee, may change employee work hours as determined to be in the best interest of the City.
- B. <u>Payroll</u> All employees are paid bi-weekly. Each paycheck will include earnings for all work performed through the end of the previous payroll period or applicable work period.
 - 1. The work week begins at 12:00 a.m. on Sunday and ends on Saturday at <u>12:0011:59:59</u> p.m. (midnight) for all employees.
 - 2. Employees and supervisors are responsible for accurately recording and reporting time worked and leave used on their timecards. Supervisors must review and sign timesheets.
 - 3. Employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in City approved programs. Employees should review any discrepancies in payroll deductions with the Mayor, or designee.
 - 4. Upon receipt of a valid garnishment, the City shall withhold wages from an employee's paycheck. The City shall continue to withhold the garnishment wages until a court order is received indicating satisfaction of the indebtedness or until the City is ordered to surrender the monies to the court or its agent.
 - 5. An employee may not receive any unearned pay advances.
- C. <u>Pay Plan</u> Each position will be assigned a pay grade and salary range, as established by the City's pay plans. The pay plans reflect internal and external equities, based upon assigned duties and responsibilities, and market comparisons. The Mayor, or designee, shall conduct a study of salary levels at least every 3 years and shall recommend adjustments. Implementation of adjustments is subject to the availability of funds.
 - 1. <u>Merit Performance Increases</u>. Employees may receive <u>performancemerit</u> increases based on performance evaluations and according to availability of funds as allocated by the City Council through the budget process.
 - 2. Cost of Living Adjustments (COLA). Employees may receive a COLA as determined appropriate and according to availability of funds as allocated by the City Council through the budget process. <u>COLA will not be applied to newly hired employees until the completion of their Introductory Period</u>. <u>COLA will be applied to employees who are within an Introductory Period as a result of a promotion</u>.
 - 3. Selective Salary Adjustments. The Mayor, or designee, may recommend a selective salary adjustment in order to mitigate an inequity, as part of a promotion, reassignment or reclassification etc. The Mayor, or designee, shall submit written documentation supporting the recommendation to the City Council. A selective salary adjustment is subject to the availability of funds.

- D. <u>Compensation</u> Santaquin City will comply with provisions of the Fair Labor Standards Act of 1938 and the Equal Pay Act of 1963.
 - Compensatory Time Provisions. Non-exempt employees may accrue compensatory time in lieu of payment of over-time <u>at the discretion of the Functional Area Director</u>. An employee must indicate if they would prefer over-time or accrual of compensatory time when timesheets are turned in for the pay period applicable. If no indication is made, excess hours will be accrued in compensatory time, <u>unless directed otherwise by the Functional Area Director</u>. Over-time paid by funding received or reimbursed by other agencies, such as alcohol enforcement or seatbelt shifts may not be accrued as compensatory time.
 - (a) Compensatory time is calculated based on actual time worked. Time worked does not include any type of leave or compensatory time, except for certified Police Officers who are scheduled to work on the holiday (see 3.2, C, 2).
 - (b) Compensatory time is accrued for actual time worked in excess of:
 - (1) 40 hours per work week for non-exempt employees.
 - (2) 80 hours per 14-day work period for certified officers in the Police Department.
 - (c) Compensatory time is accrued at a rate of one and one-half hours for each hour actually worked over 40 hours for non-exempt employees and 80 hours for certified officers in the Police Department.
 - (d) The maximum amount of compensatory time which may be accrued <u>at any given</u> <u>time</u> is 40 hours for non-exempt employees and 80 hours for certified officers in the Police Department. If these limits are exceeded, overtime will be paid.
 - (e) The Mayor, or designee, reserves the right to schedule use of compensatory time and should limit accumulated hours to 50% of the maximum accrual allowed.
 - (f) An employee with accrued compensatory time leave that requests use of the time will be permitted to use it within a reasonable period after making the request if it does not unduly disrupt the operations of the department.
 - (g) Compensatory time will only be paid out if an employee is moved to a position that is considered FLSA exempt, at retirement, or termination of employment.
 - (h) Exempt employees are not entitled to accrual of compensatory time, however in situations where the Mayor and City Council have declared a "Disaster Emergency" and with written pre-approval, where feasible, exempt employees may be allowed to accrue compensatory time.
 - 2. Overtime Provisions. It is the general policy of the Santaquin City to not have employees work overtime. However, employees may be required to work overtime as deemed necessary and pre-authorized by the Mayor, or designee. When excess time is worked an employee must indicate if they would prefer payment of over-time or accrual of compensatory time when timesheets are turned in for the pay period applicable. If no indication is made, excess hours will be accrued in compensatory time, <u>unless directed otherwise by the Functional Area Director</u>. When payment of overtime is preferred it will be paid as follows:

- (a) Overtime is paid at the rate of one and one-half times the regular rate of pay.
- (b) Overtime is calculated based on actual time worked. Calculation of time worked does not include any type of leave or compensatory time, except for eligible certified Police Officers, see 3.2, C, 2.
- (c) Overtime is payment received for actual time worked in excess of:
 - (1) 40 hours per work week for non-exempt employees.
 - (2) 80 hours per 14-day work period for certified officers in the Police Department.
- (d) Funding received from federal and state grants, external donations or sponsorships, or third-party fee schedule payments paid through City payroll stipulated at time and a half compensation will be paid as such.
- 3. On-Call. The Mayor, or designee, shall designate those departments that will have oncall status. Rules, regulations and procedures that shall be followed by all on-call personnel to ensure the delivery of essential City services after regular work hours include the following:
 - (a) A schedule of on-call FLSA non-exempt employees should be prepared in advance and maintained by the Functional Area Director or their designee.
 - (b) <u>Public Works pP</u>ositions requiring an on-call status shall be on a one-week rotation basis. <u>Police Department positions requiring on-call status shall be on a per day basis and scheduled in advance as needed.</u>
 - (c) Employees must not travel out of the area or to a location or event what would prevent him/her from responding to a call within a 20-minute maximum time frame.
 - (d) Employees must have a communication device with him/her at all times during their assigned on-call period, so that they can be reached in case of a call. Employees must remain in areas where cell phone service is provided.
 - (e) Employees must remain drug and alcohol free during the entire on-call period.
 - (f) Employees must not make arrangements for others to assume their on-call duties except in the case of an emergency, and only with a supervisor's approval.
 - (g) Time sheets shall reflect the days the employee was on-call. On-call pay paid on a weekly basis shall be credited for the work week in which the first day of the on-call week occurs.
 - (h) Public Works eEmployees assigned on-call duty shall receive a flat stipend as established by the Mayor, or designee,\$150.00 for each one week on-call period. Police Department employees assigned to on-call duty shall receive \$21.50 for each day assigned to on-call duty. Actual time spent on a call-out is calculated as time worked and is separate from on-call.

- (g) Provisions for Volunteer Fire/EMS on-call duty are contained in the department Rules and Regulations Manual and SOP's.
- 4. Call-Out. Any FLSA non-exempt employee called back to work shall be entitled to callout compensation.
 - (a) Call-out time begins when the employee leaves the location where they were when they received the call-out. Employees shall take every measure to get to the call in a reasonable amount of time. The call ends when the task, in which the employee was called out for, is complete.
 - (b) The minimum call-out compensation shall be one hour. Time worked on a callout shall be paid at the employee's regular rate of pay, unless it is excess of an employee's specified work week then time will be accrued as compensatory time or paid in overtime as described in this section.
 - (c) Employees who are called out on an observed holiday shall receive their overtime rate of pay for each hour worked.
- 5. Voluntary Reduction of Job Responsibilities. When an employee chooses to move to a different position with decreased levels of responsibility and/or different job duties, their pay grade and compensation shall be adjusted to a level commensurate to their new title and their years of service.

3.2 LEAVES

- A. <u>Vacation Leave</u> Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Vacation accrual is based on two-week pay periods. Vacation leave may not be used until the pay period following its accrual.
 - Eligibility. Vacation leave shall be accrued from the date of hire by all Full-time and Parttime/Benefited employees. Part-time/Non-benefited, and Seasonal employees, Volunteer Fire/EMS and Volunteers employees are not eligible for vacation leave.
 - 2. Vacation Accrual Rates.
 - (a) Full-time employees shall accrue vacation leave at the following rates:
 - (1) From date of hire to 5 years of service, 10 days of annual vacation leave shall accrue at the rate of 3.08 hours per pay period.
 - (2) From 5 years of service to 15 years of service, 15 days of annual vacation leave shall be accrued at the rate of 4.62 hours per pay period.
 - (3) From 15 years of service and up, 20 days of annual vacation leave shall be accrued at the rate of 6.16 hours per pay period.
 - (b) Part-time/Benefited employee shall accrue vacation leave at prorated rates outlined below:
 - (1) Part-time/Benefited employees working 24-29 hours per week shall accrue annual vacation leave at the rate of ³/₄ that of a Full-time employee.

- (2) Part-time Benefited employees working 18-23 hours per week shall accrue annual vacation leave at the rate of $\frac{1}{2}$ that of a Full-time employee.
- (c) Employees do not accrue vacation leave while on a leave without pay status, including any pay period in which accrued leave is the only available paid leave, excluding vacation leave. Employees do not accrue vacation leave while on FLMA status. Employees do not accrue vacation leave while on paid or unpaid administrative leave.
- (d) Newly hired eligible Full-time and Part-time/Benefited employees will not accrue vacation leave until the first full pay period worked.
- 3. Use of Annual Vacation Leave.
 - (a) In no instance will annual vacation leave be granted unless it has been previously earned.
 - (b) A holiday which falls during an eligible employee's scheduled vacation leave shall be counted as a paid holiday and not as vacation leave.
- 4. Requests. Vacation leave shall be requested from and pre-approved by the employee's supervisor.
- 5. Carry over. The maximum vacation leave which can be carried forward from calendar year to calendar year is 240 hours.
- 6. Pay-out. Unused vacation leave hours may be paid out, upon request, to employees at their regular rate of pay, up to a maximum of 40 hours in a given calendar year. Payments will be made one time during the year on a date designated by the Mayor, or designee. Employees who have employment contracts with the City and were hired after October 1, 2014 are not eligible for vacation pay-out.
- 7. Forfeiture. Any accrued vacation leave not used in excess of the 240 hours carried over and 40 hours paid out (for eligible employees, (see 3.2,A,6), shall be forfeited on January 1st of the year following the calendar year in which the leave was accrued.
- 8. Termination of Employment. An employee who is terminated from employment, voluntarily or involuntarily, shall be compensated for all unused accrued vacation leave.
- 9. Records. Accumulation and use of vacation leave will be maintained and kept current on city records and shall be posted on payroll check stubs.
- B. <u>Personal Leave</u> In addition to accrued vacation leave, each Full-time employee shall receive 16 additional hours of leave which shall be known as "personal preference time". 8 hours will accrue January 1st and must be used by June 30th and 8 hours will accrue July 1st and must be used by December 31st. Personal leave will be lost if not used by the dates specified. Full-time employees hired after January 1st will not accrue Personal Leave until July 1st and those hired after July 1st will not accrue Personal Leave until January 1st. Part-time/Benefited, Parttime/Non-benefited and, Seasonal employees, Volunteer Fire/EMS and Volunteers employees are not eligible for personal leave.

C. <u>Holiday Leave</u> - Santaquin City recognizes the following holidays for purposes of paid holiday leave.

New Year's Day	January 1 st
Human Rights Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Pioneer Day	July 24 th
Labor Day	1 st Monday in September
Thanksgiving Day	4 th Thursday in November
Thanksgiving Holiday	4 th Friday in November
Christmas Day	December 25 th
Christmas Holiday	December 24 th or 26 th

- 1. If a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. If a holiday falls on a Sunday, the holiday shall be observed on the following Monday or as designated by the Mayor, or designee. Because of scheduling and the nature of the work, certified Police Officers and the Public Works employees will receive paid holiday leave on the actual holiday, not the observed holiday.
- 2. Full-time employees are eligible for 8 hours of paid holiday leave per holiday listed above. Holiday leave does not count as time worked for the purpose of calculating compensatory time or overtime, except for full-time, non-exempt certified Police Officers who are scheduled to work the actual holiday. This provision only applies if the employee has physically worked 80 hours in the pay period, i.e., employee has not taken and vacation, sick or personal leave during the pay period in which the holiday falls.
- 3. Part-time/Benefited employees are eligible for the number of hours the employee is regularly scheduled to work on the day the holiday falls. If the employee is not regularly scheduled to work on the day the holiday falls, the employee is not eligible for paid holiday leave for that day.
- 4. Part-time/Non-benefited<u>and</u>, Seasonal<u>employees</u>, <u>Volunteer Fire/EMS</u> and Volunteer<u>s</u> employees are not eligible for paid holiday leave pay.
- 5. <u>Full-time e</u> mployees who are called out on a holiday shall receive their overtime rate of pay for each hour worked, unless the hours have already been paid at an overtime rate in the calculation of overtime for the applicable period.
- 6. Employees do not receive paid holiday leave when on any unpaid leave status and are not receiving any compensation during the pay period in which a holiday falls.
- D. <u>Sick Leave</u> Sick leave time off with pay is available to eligible employees for periods of temporary absence due to illness, injury, or to obtain necessary medical care for themselves, a spouse, or a dependent living in the employee's home, except as otherwise authorized by a department director. Sick leave may also be used for any City approved FMLA leave use. Sick leave hours are intended to provide income protection in the event of illness, injury, or approved FMLA use, and shall not be used for any other absence. An employee is prohibited from working secondary employment during the actual hours of sick leave. Sick leave may not be used until the pay period following its accrual.

- 1. Eligibility. Sick leave shall be accrued from the date of hire by all Full-time and Parttime/Benefited employees. Part-time/Non-benefited and, Seasonal employees, and Volunteer Fire/EMS and Volunteers employees are not eligible for sick leave.
- 2. Accrual. Employees shall accrue sick leave at the following rates:
 - (a) Full-time employees shall accrue 3.70 hours of sick leave per pay period (96 hours annually).
 - (b) Part-time/benefited employees shall accrue sick leave at prorated rates outlined below:

(1) Part-time/Benefited employees working 24-29 hours per week shall accrue annual vacation leave at the rate of $\frac{3}{4}$ that of a Full-time employee.

(2) Part-time/Benefited employees working 18-23 hours per week shall accrue annual vacation leave at the rate of $\frac{1}{2}$ that of a Full-time employee.

- (c) Sick leave shall accrue to a maximum of 90 days or 720 hours for all employees.
- (d) Employees do not accrue sick leave while on a leave without pay status, including any pay period in which accrued leave is the only available paid leave. <u>Employees do not accrue sick leave while on FLMA status</u>. Employees do not accrue sick leave while on paid or unpaid administrative leave.
- (e) Newly hired eligible Full-time and Part-time/Benefited employees will not accrue sick time until the first full pay period worked.
- 3. Reporting Absences. Employees who are unable to report to work due to illness or injury shall notify their supervisor before the scheduled start of their workday, if possible. The supervisor must also be contacted on each additional day of absence.
 - (a) For sick leave in excess of 3 consecutive working days, or if abuse of sick leave is indicated, the Mayor, or designee, may require a certificate from the attending physician stating that such illness prevented the employee from working. Employees may also be required to demonstrate the ability to perform essential job duties and/or provide a medical release before returning to work.
- 4. Cash-out or transfer of Sick Leave.
 - (a) Cash-out. At no time shall an employee be allowed to cash out sick time.
 - (b) Transfer. At the end of each calendar year, Santaquin City shall contribute sick leave accrued in excess of 720 hours to a 401K retirement saving plan set up in the employee's name and administered by the Utah State Retirement System (URS). Contributions shall be made at a rate of 25% of the excess hours or 1 hour contributed for every 4 hours in excess of 720 hours. Remaining hours in excess of 720 hours at the end of the calendar year shall be forfeited. Sick leave transfers shall be made at the employee's current rate of pay.
- 5. Termination of Employment. An employee who terminates employment voluntarily or upon retirement may be paid 25% of their vested sick time. An employee is vested when the employee has been employed with Santaquin City for 5 consecutive years.

An employee whose employment is terminated for cause shall not be compensated for unused accrued sick leave.

6. Records. Official sick leave records will be maintained and kept current on city records and shall be posted on payroll check stubs.

E. <u>Donation of Leave</u>

- 1. Purpose. In order to allow employees to assist other employees who have responsibly managed their leave, but who are facing emergency situations or in situations where an employee has insufficient annual and/or sick leave to accommodate a prolonged illness or recovery, employees may donate, on a voluntary basis, annual and/or sick leave to another employee. Employees who have abused or misused leave are not eligible to receive donated_leave. The Mayor, or designee, will review and approve each request on a case-by-case basis.
- 2. Eligibility. An employee may become eligible for donation of leave time if they have exhausted their existing leave benefits (sick leave, annual leave, and accrued compensatory time), filed for FMLA leave with the City, filed for long-term disability if applicable, and have submitted a written request outlining the need for the donation of leave to the Mayor, or designee.
- 3. Donating Leave. Upon approval the Mayor, or designee, will notify benefited employees of the need for donated leave. All donations shall be strictly voluntary and confidential. Anyone who attempts to influence or coerce another employee in any manner will be subject to disciplinary action up to and including termination of employment. To donate leave time to an eligible recipient, the donor must:
 - (a) Submit a written statement indicating the intended recipient and the amount and type of leave donated.
 - (b) An employee donating sick leave must have a balance of accrued sick leave in the amount equal to or greater than 240 hours after the amount of sick leave has been donated. Sick leave will be converted at the rate of 1 hour of time for every 4 hours donated or 25%, and further converted into a dollar amount based upon the donor's hourly rate. The dollar equivalent will be deposited into the general donation account. Sick leave may not be donated simply because an employee has reached the 720-hour cap. All hours donated will show as sick time used on the donating employee's payroll summary.
 - (c) An employee donating annual leave must have a balance of accrued annual leave in the amount of 40 hours after the amount annual leave has been donated. There is no maximum amount of annual leave that can be donated. Donated annual leave will be converted on an hour per hour basis, and further converted into a dollar amount based upon the donor's hourly rate. The dollar equivalent will be deposited into the general donation account. All hours donated will show as annual time used on the donating employee's payroll summary.
- 4. Other Provisions. The following general conditions apply to the leave donation policy.
 - (a) Donated leave will be used in the order the donations are received.
 - (b) The maximum amount of donated leave an employee may receive in any calendar year is 12 weeks.

- (c) The use of donated leave shall be terminated once the employee returns to work or the conditions of the original sick leave request are no longer applicable.
- (d) During the time an employee receives Worker's Compensation, or disability, they are not eligible to receive any donated leave.
- (e) To be eligible to participate in the donated leave program an employee must have been employed by the City for at least one year as a benefited employee.
- (f) If the number of hours donated exceed the requested number or twelve weeks, the remaining hours will not be transferred and will remain with the donating employee in the general donation account.
- (g) No sick leave or annual leave benefits will be accrued by the recipient during the extended leave where the only compensation is from donated leave.
- F. <u>Bereavement/Funeral Leave</u> Upon authorization an employee may receive a maximum of 24 hours bereavement leave per occurrence with pay, at the Functional Area Director's discretion, following the death of a member of the employee's immediate family. Upon authorization, an employee may receive a maximum of 8 hours bereavement leave per occurrence with pay, at the Functional Area Director's discretion, following the death of a member of the employee's extended family. (Res 12-3-2015)
 - 1. Immediate family means the following relatives of the employee or spouse (including inlaws or step-relatives): spouse, parents, siblings, children, all levels of grandparents, or all levels of grandchildren.
 - 2. Extended family means the following relative of the employee or spouse (including inlaws or step-relatives): aunts, uncles, 1st cousins, nieces or nephews. (Res 12-3-2015)
- G. <u>Military Leave</u> It is the policy of Santaquin City to comply with the provisions of Utah State Code 39-3-1 Public Officers and employees in military service, Utah State Code 39-3-2 Government employees in United States armed forced or National Guard, and in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).
 - 1. Active Duty. Employees called to active military duty shall be granted leave for such service.
 - (a) An employee must notify their Functional Area Director and the Personnel Officer of their military orders as soon as possible. A copy of official military orders shall be submitted with a request for leave.
 - (b) An employee's entitled to leave under this section shall be restored to the same position, or to a position equivalent to the same position, which the employee held immediately prior to the commencement of active military service.
 - (b) A request for restoration of employment must be submitted within 40 days after release from active services.
 - (c) Restoration of employment shall be made within 20 days after submission of the request to Santaquin City.

- (d) Employees do not accrue vacation or sick leave while on a leave without pay status, including any pay period in which accrued leave is the only available paid leave.
- (e) An employee returning to employment shall retain all sick, vacation and other leave to which the employees were entitled immediately prior to the commencement of the active military service and shall receive and earn benefits and compensation at the same level not less than that to which the employee would have been entitled had the employee not been absent due to active military service.
- (f) Health and Dental benefits will discontinue the first of the month following entry into active military duty, or until the military insurance begins. Life Insurance ADD and LTD benefits will discontinue the first of the month following entry into active military duty. Upon returning to work all benefits will be reinstated.
- (g) Contributions to Utah State Retirement benefits continue during active duty as required by law.
- 2. National Guard or Military Reserves. Employee shall be granted leave for service in the National Guard or in the Armed Forces reserves for the purpose of fulfilling annual field training.
 - (a) Employees may use accrued vacation leave or compensatory time for National Guard or Military Reserves annual field training.
- H. <u>Jury or Witness Duty</u> The City recognizes the duty of every employee, as a citizen of the United States, to perform jury duty or serve as a witness in court on behalf of another party.
 - 1. Employees will be granted time off to perform jury duty or serve as a witness in court. This time is paid at the base rate of eight hours straight time for each day at the employee's regular rate of pay. If leave is due to a court appearance on the employees own behalf as a defendant or plaintiff, the employee will not be paid, however employees may use vacation or compensatory time.
 - 2. Employees retain jury and witness fees received from the court for such services. Any mileage expenses paid by the court to reimburse the employee for travel to and from the courtroom may be retained by the employee.
 - 3. An employee must show the jury or witness duty subpoena to their supervisor as soon after receipt as possible so the supervisor may make arrangements to accommodate their absence. An employee on jury duty leave must keep his or her supervisor informed on a daily basis as to whether the jury duty will continue. If the employee is selected as a juror, the supervisor should be provided at least weekly updates of the status of the case and when the employee anticipates returning to work.
 - 4. Volunteer Fire/EMS employees who are called as witnesses in court proceeding pertaining to Santaquin City Fire/EMS incidents/calls shall be paid an amount equal to lost wages from the employee's primary employment for all time spent traveling to and from court proceedings, meeting with attorneys, testifying, etc. The employee must provide proof of lost wages from the primary employer in order to be eligible for such payment. This payment is to help compensate for time lost from the employee's primary employment.

- I. <u>Basic FMLA Leave Provisions</u> The Family and Medical Leave Act (FMLA) grants eligible employees the statutory right to take up to 12 weeks of paid and/or unpaid leave, health insurance benefits, and with some limited exceptions, job restoration within a rolling 12-month period following the designation of FMLA leave. The City will designate FMLA leave for an employee whenever it has knowledge that the employee may qualify.
 - 1. An employee is eligible under the Family and Medical Leave Act if the employee has been employed with the City for a minimum of 12 months and has worked a minimum of 1250 hours in the 12-month period immediately preceding the request.
 - 2. Eligible employees may request, or the city may designate, up to 12 work weeks of paid/unpaid leave for situations related to certain family and medical reasons such as:
 - (a) To care for the employee's child after birth, or placement for adoption or foster care.
 - (b) To care for the employee's child, spouse, or parent (but not in-law) who has a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.
 - (c) For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care, or childbirth) that makes the employee unable to perform one or more essential functions of the employee's job.
 - (d) Because of any qualifying exigency arising out of the fact that an employee's spouse, child, or parent is a covered military member on active duty or has been notified of an impending call or order to active-duty status in the Armed Forces in support of a contingency operation.
 - 3. Eligible employees whose leave qualifies under one of the above situations should make requests for family and medical leave to the Personnel Officer and notify their supervisor in writing, at least 30 days in advance of foreseeable event(s) and as soon as practical for unforeseeable event(s). Requests for leave should be made even if the employee has accrued time off available. The City reserves the right to designate FMLA leave for an employee whenever it has knowledge that the employee may qualify even when no notice was given. Typically, FLMA leave will be designated if an employee is on leave for a qualifying event for more than 10 consecutive working days or 2 working weeks.
 - (a) In an emergency, when the need for leave was not previously known, the employee must contact his or her supervisor within 48 hours or as soon as practical.
 - (b) An eligible employee may take leave consecutively or intermittently for qualifying conditions. If intermittent or reduced leave is needed, employees are strongly encouraged to schedule their leave, so it does not unduly disrupt City operations.
 - (c) All employees requesting leave or whose leave has been designated FMLA leave under this policy must complete the applicable Certification of Health Care Provider form and return it to the Personnel Officer within 15 working days.

- (d) The Personnel Officer will process the certification and provide the employee with the Notice of Eligibility and Rights & Responsibilities form and Designation Notice.
- 4. An employee on designated FMLA leave will have all absences related to that qualifying event count toward the total eligible 12 weeks of FMLA leave.
- 5. Eligible employees must exhaust all available paid leave (accrued vacation, sick, and personal leave, and compensatory time) before going on a leave without pay status. Supervisors will be responsible for submitting the employee timecard to payroll and FMLA tracking form to the Personnel Officer while an employee is on FMLA leave if the employee is unable to do so.
- 6. Subject to the terms, conditions, and limitations of the applicable health insurance plans, the City will continue to contribute to premiums in accordance with established policy during an employee's approved FMLA leave, however seniority, vacation, sick, personal, and other benefits will not accrue during unpaid time off, including any pay period in which accrued leave is the only available paid leave. The employee must continue to pay any portion of the premiums that the employee would typically pay if not on leave, either through payroll deduction or through personal reimbursements. The City has the right to recover health insurance premiums if the employee does not return from FMLA leave.
- 7. If the employee is returning from leave for their own serious health condition, the City may request a fitness-for-duty or release to work report from the health provider before the employee can return.
 - (a) Upon return from FMLA leave, the City will accommodate an employee's return to their original or an equivalent position.
 - (b) If an employee fails to return to work after the 12 weeks of leave have expired, the employee is responsible for reimbursing the City for any unpaid employee share of the premium costs.
 - (c) If any employee fails to report to work promptly at the end of the 12 weeks of FMLA leave, the City will assume the employee has resigned and employment will be terminated, unless they have received a <u>written</u> approved leave of absence.
 - (d) Additional Military Family Leave Provisions (Injured Service Member Leave). In addition to the basic FMLA leave provisions, an eligible employee who is the spouse, child, parent or next of kin of a covered service member is allowed to take up to 26 weeks of leave during a single 12-month period to care for the service member with a serious injury or illness. Leave to care for a service member shall only be available during a single, 12-month period and, when combined with other FMLA qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured service member. Expanded additional leave may also be available to care for certain former service members.
- 8. Work Prohibited While on FMLA Leave. Employees shall not work secondary employment during regularly scheduled working hours while on FMLA leave.

J. Fit For Duty

1. The City recognizes that physical or mental ability issues may impact an employee's ability to perform his or her job duties. It is in the best interest of the City and the employee to identify factors impacting the workplace.

2. Fitness for Duty Referrals

- a. A supervisor may refer an employee for a fitness-for-duty evaluation. The supervisor will make a written request to the City Manager or designee when referring an employee for an evaluation.
 - i. The Supervisor's written request will include a copy of the employee's job description, brief work history, and work-related problems.
 - ii. The evaluation will be conducted by a private contracted provider.
 - iii. The City will notify the employee in writing of the required evaluation date, time and location.
 - iv. The City will place the employee on paid administrative leave during the evaluation period.
 - v. Evaluation costs are paid from the City's General Fund subject to the availability of funding.
- b. Fitness for Duty Evaluation
 - i. The provider's written evaluation will include:
 - 1. reasons for the referral;
 - 2. a diagnosis including expected duration and required medical or psychological plan;
 - 3. a statement indicating whether the employee can perform the job;
 - 4. identification of any tasks the employee cannot perform; and
 - 5. a statement indicating whether the employee needs a reasonable accommodation to perform the essential job duties and the recommended accommodation.
 - ii. Upon completion of the fitness for duty evaluation, the City will notify the employee of the results.
 - iii. The City, in consultation with the City Manager or designee, will determine whether the employee may return to work, be placed on qualifying leave, or be separated from employment.
 - iv. An employee who refuses to submit to a fitness for duty evaluation or fails to make progress towards completing the evaluation plan may be disciplined in accordance with the City's discipline policy.
- c. Confidentiality and Records
 - i. Records obtained under this policy that contain medical, psychiatric or psychological data about an employee will be classified as protected in accordance with Government Records Access and Management Act (GRAMA).
 - ii. Evaluation information may only be released for employment related purposes and will be limited to persons with a work-related concern.

iii. Fitness-for-duty evaluation records will be kept in a locked file by the HR Manager or designee and will be made available only to qualified medical personnel upon written release from the employee and in accordance with applicable State or Federal laws relating to medical records.

KJ. Administrative Leave -

- 1. Administrative leave with pay. The Mayor, or designee, may assign administrative leave with pay under any of the following circumstances:
 - (a) Pending the outcome of an investigation to determine possible disciplinary action against the employee.
 - (b) Pending the results of a post accident or reasonable suspicion drug and/or alcohol test.
 - (c) With regard to incidents resulting in extreme stress.
 - (d) To protect City interests during an end of employment process.
 - (e) Other circumstances determined to be in the best interest of the City and/or employee.
- 2. An employee shall not engage in secondary employment during the actual hours designated as administrative leave with pay. The City may, at its discretion, additionally restrict the activities of an employee on administrative leave with pay. Examples include being required to remain at the employee's residence during designated working hours (except to obtain medical care, to fulfill religious obligations, or as specifically authorized), remain readily available and immediately respond to phone contact or return to work, modification of working hours, or restrictions on secondary employment outside administrative leave hours.
- 3. After review by the City Attorney and with the authorization of the Mayor, or designee, an employee charged with a job-related felony, after judicial review, may be placed on administrative leave without pay.
- 4. Administrative Leave without Pay. Full-time and Part-time/Benefited employees are eligible to request leave without pay (unrelated to FMLA leave) for up to 12 months as described in this policy. Eligible employees interested in a leave without pay must submit a written request to the Mayor, or designee, detailing the nature of the leave.
 - (a) Requests for leave without pay will be considered based on criteria such as the nature of the request, the impact to the organization, and the benefit to the employee and/or the City. The City does not grant a leave without pay, unless it is believed the employee will remain employed by the City at the end of the leave. The City may end an approved leave without pay at its discretion, upon reasonable notice to the employee.
 - (b) Prior written approval must be obtained from the Mayor, or designee.
 - (c) Vacation leave, sick leave, personal leave, holiday leave and other City benefits will not continue to accrue during the approved leave of absence period.

- (d) Employees that are granted a leave without pay are required to pay for employee benefits costs that are normally taken through payroll deduction.
- <u>K</u>L. <u>Unauthorized Absence</u> Any unauthorized absence is grounds for disciplinary action. An employee who is absent for 3 consecutive workdays, without authorized leave, shall be deemed to have voluntarily resigned.
- ML. <u>Breaks and Meal Periods</u> The City offers breaks and meal periods as work allows.
 - 1. The City may provide two paid breaks of up to 15 minutes each during a standard workday as determined by the supervisor.
 - 2. The City normally provides a 30-minute unpaid meal period for full-time employees during a standard workday.
 - 3. Breaks and meal period for part-time employees will be determined by the department director depending on the number of hours scheduled to work during a standard workday.
 - 4. Employees in public safety positions shall take breaks and meal periods in accordance with Department work schedules and policies.
 - 5. Employees under the age of 18 are entitled to a meal period of at least 30 minutes not later than 5 hours from the beginning of their shift. A rest break of at least 10 minutes is required for employees under the age of 18 for every three-hour period or part thereof that is worked.
- NM. Lactation/Breastfeeding
 - 1. This policy outlines the reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth each time such employee has need to express the milk.
 - 2. For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed to express breast milk for her baby. Santaquin City has designated a room at each location for this purpose. Refrigeration units are available in all work locations. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage or refrigeration and tampering. Nursing mothers wishing to express milk must coordinate a schedule for breaks, the location and use of the room, and the need for alternative refrigeration equipment with their program manager. Employees who work off-site or in other locations will be accommodated with a private area as necessary.
 - 3. Breaks of more than 20 minutes in length will be unpaid, and the employee should indicate this break period on her time record.

3.3 EMPLOYEE BENEFITS

- A. <u>Retirement</u> Santaquin City participates in the public employee and public safety retirement programs of the Utah State Retirement System (URS).
 - 1. Eligibility.
 - (a) All Full-time and Part-time/Benefited employees and compensated appointed positions are eligible for URS benefits.
 - (b) Part-time/Non-benefited<u>and</u>, Seasonal<u>employees</u>, <u>Volunteer Fire/EMS</u>, and Volunteer<u>s</u> <u>employees</u> are not eligible for URS benefits.
 - (c) The Mayor and City Council Members who are elected or appointed to their position are considered part-time ineligible for URS benefits, unless income levels equal or exceed URS requirements.
 - 2. Plan Tiers.
 - (a) Tier I Employees. All eligible employees participating or who have previously participated in URS prior to July 1, 2011.
 - (b) Tier II Employees. All eligible employees who, for the first time, begin participation in URS on or after July 1, 2011.
 - 3. Plan Rates. Contribution rates for Tier I and Tier II plans are recalculation and set annually by URS. New plan rates are effective July 1st of each year.

Because of complexities of the plans offered by Utah State Retirement System employees should refer to the informational handbook, contact the Personnel Officer, or contact URS directly regarding any questions concerning the plan.

- B. <u>Medical & Dental Insurance</u> The City may offer group medical and dental insurance benefits to Full-time employees. Shared rates will be established by the Mayor and City Council and shall be included in the annual budget.
 - 1. Eligible employees are enrolled when hired. Employees may make changes to group benefit plans once each year during a specified period known as "Open Enrollment" or when a life event occurs, such as marriage, divorce, birth of child, etc.
 - 2. The employee has the responsibility to inform the city of any change in coverage, including, but not limited to the birth/adoption of a child, marriage, a divorce, legal separation, a child losing dependent status under the group health plan. Notification should occur within seven (7) working days of the actual event.
 - 3. Eligible employees who provide proof of insurance under another plan may choose to waive the City's coverage annually. A portion of the City's insurance premium cost may be reimbursed to the employee through the payroll process.
- C. <u>Life Insurance</u> Basic life insurance may be provided by the City for all Full-time employees.

- D. <u>FICA (Social Security & Medicare)</u> All employees are covered by the benefits of Old Age, Survivors and Disability Insurance as provided by law. Contributions of the employee and the City will be made in accordance with Federal law.
- E. <u>Savings Plan</u> All Full-time and Part-time/Benefited employees are eligible to participate in an employee funded savings plan (401k, 457, or Roth IRA) through Utah State Retirement Systems.
- F. <u>Employee Assistance Program</u> The City provides an Employee Assistance Program (EAP) for eligible employees, and their dependents. The EAP is a confidential counseling and referral service that is designed to help employees and their family members deal with personal and/or work-related problems and concerns. Additional information on the EAP is available at the Administration Office.
- G. <u>Training</u> Employees are encouraged to obtain training through attendance at job related seminars, conferences, classes, certification courses, etc. The employee's Functional Area Director or department manager/supervisor must pre-approve all training attendance and payment of associated costs.
 - 1. When training is approved, the involved time will be treated as time worked, consistent with City policy and FLSA regulations.
 - 2. If the employee voluntarily terminates his or her City employment within two years of the final date of the training, the Functional Area Director may require the employee to reimburse the City for the cost of the training, on a pro-rated basis (see educational assistance).
 - 3. Members of the Fire/EMS Department are required to obtain and maintain certifications as follows:
 - (a) Employees designated as firefighters are required to obtain, at minimum, Firefighter I & Hazmat Operation certifications within 12 months of employment.
 - (b) Employees designated as EMT-First Responder are required to obtain, at minimum, the EMT certification with 18 months of employment.
 - (c) Employees already certified as EMT or EMT-Advanced, may be approved to attend paramedic training, <u>inasmuch asto the extent</u> funding is available and the candidate meets the criteria in the Fire Department SOP VII. (Res 12-02-2015)
- H. <u>Education Assistance</u> The educational assistance program provides assistance to employees who undertake undergraduate or graduate course of study which is mutually advantageous to the City and to the employee. Subject to available funding, employees may be eligible to receive partial tuition reimbursement.
 - 1. Request. Request for education assistance must be submitted in writing to the Mayor, or designee. Pre-approval is required for reimbursement. Course work approved must be related and pertinent to the employee's current position. Final determination shall be made by the Mayor, or designee, with input from the Functional Area Director and is subject to availability of funds.
 - 2. Eligibility. Only full-time employees who have successfully completed the required probationary period are eligible for education assistance.

- 3. Employee Reimbursement. The City expects the employee to front costs for college classes. Upon proof of completion of each course with a "B" or higher, or passing on a pass/fail course, and presentation of proper receipts, the City will reimburse 50% of tuition fees, materials, and other necessary costs.
- 4. City Reimbursement upon resignation or termination of employment. In the event that the employee resigns or is terminated for cause, the employee will be required to reimburse the city for educational assistance using the following schedule:
 - (a) 0-12 Months. If the employee resigns or is terminated for cause, 100% of tuition costs and fees paid by Santaquin City over the previous 0-12-month period must be reimbursed to the City.
 - (b) 12-24 Months. If the employee resigns or is terminated for cause, 50% of the tuition costs and fees paid by Santaquin City over the previous 12-24-month period must be reimbursed to the City.
 - (c) After 24 Months. The employee is not responsible for any reimbursement of tuition or fees paid 24 months prior to resignation or termination of employment for cause.
 - (d) Termination of Employment without cause. If an employee is terminated without cause, they are not responsible for the reimbursement of any tuition costs or fees.

Reimbursement shall be deducted from the employee's final paycheck. In the event that reimbursement amounts exceed the amount of the employee's final paycheck, the employee is responsible for paying the City for the debt outstanding. The City reserves the right to collect all outstanding debts.

The City reserves the right to place a time limit on the completion of the degree. The City also reserves the right to deny or to delay payment for classes for concerns such as, but not limited to duration of employment, performance levels, etc.

- 5. Other. Employees will attend, travel to or from, and study on their own time. To accommodate course scheduling, irregular work schedules may be authorized by the Functional Area Director.
- I. <u>Uniform Allowance</u> The City will provide employee uniforms when uniforms are required to fulfill job responsibilities. Uniforms will be maintained and worn in accordance with City and Department policies.

Santaquin City's termination of employment procedures ensure that all department directors, supervisors and managers follow an established and prescribed separation from employment process including the timely reporting and processing of terminations of employment, exit interviews and paperwork.

Types of terminations:

- 1. Resignation: an act by an employee or intern who chooses to resign their current merit or non-merit position for reason of his or her own choice. Employees should notify their supervisor in writing and provide at least 2 weeks of notice.
- 2. Resignation by Absence: an act by an employee who is absent for three or more scheduled workdays without notice, permission, or without good reason will be considered as having resigned.
- 3. Retirement: an act on behalf of an employee who meets the eligibility of the Utah Retirement System to retire from active service with the City. Employees should work with URS and provide notice to the City at least 90 days before their scheduled retirement date.
- 4. For Cause: an action taken by the City in regard to severing employment from an employee who has been disciplined through the proper process and steps of the City's discipline policy.
- 5. Reduction in Force: an action taken by the City due to business needs to reduce the workforce and following the proper policy (2.4 Employee Reduction in Force Policy) with a workforce adjustment plan.

SECTION 4: EMPLOYEE CONDUCT

4.1 CODE OF CONDUCT

- A. <u>Professionalism</u> Santaquin City is a public entity whose purpose, among others, is to provide professional services to its citizens. Its employees must adhere to high standards of public service that emphasize professionalism and courtesy. City employees shall conduct themselves in a way that will bring trust and respect to themselves and the City.
- B <u>Honesty</u> Employees shall be honest in word and conduct and never use their position to benefit themselves personally, or another party, through the disclosure of or by acting on confidential information, award of work, procurement of supplies, or use of City facilities, equipment, or resources.
- C. <u>Privileged Information</u> Santaquin City employees that are involved with Information of significant public interest may not use this privileged information for personal gain, nor to benefit friends, acquaintances, or any other individual or entity. If an employee has an outside interest which could be affected by any Santaquin City plan or activity, this situation must be reported to the Mayor, or designee, immediately. Each employee is charged with the responsibility of ensuring only information that should be made available to the general public is released as defined in the Government Records Access and Management Act ("GRAMA").
- D. <u>Confidentiality</u> Employees shall not disclose, or willfully allow to be disclosed, any information gained by reason of their position, for any reason other than its official or authorized purpose. Employees will comply with the confidentiality requirements of State Law and the City Code, including restrictions against disclosing or using private protected, or controlled information acquired by reason of a member's official position for the employee's or another's private gain or benefit.
- E. <u>Outside Activities</u> Santaquin City employees shall not use Santaquin City owned property in support of outside interests and activities when such use would compromise the integrity of Santaquin City or interferes with the employee's duties. Specifically, an employee who is involved in an outside activity such as a civic organization, church organization, committee unrelated to Santaquin City business, public office, or service club, shall:
 - 1. Pursue the outside activity on the employee's own time.
 - 2. Pursue the outside activity away from Santaquin City offices.
 - 3. Discourage any phone, mail or visitor contact related to the outside interest at Santaquin City offices or while on duty.
 - 4. Arrange for annual leave or compensatory time off in advance to pursue the outside interest during business hours.
 - 5. Except as provided in paragraph L of this section, an employee shall not use data processing equipment, software, postage metering machines, copiers, other Santaquin City owned equipment or supplies for the outside interest.
- F. <u>Political Activities</u> City employees shall not use City owned property, work time, or influence of position over other employees while engaging in any political activity.

- G. <u>Secondary Employment</u> The Municipal Officers and Employees' Ethics Act establishes standards of conduct for City employees and appointed city officials for the disclosure of actual or potential conflicts of interest between public and personal duties. Employees are required to provide written notification to the Mayor, or designee, in the form of a sworn disclosure statement, of any secondary or outside employment, or before starting any secondary or outside employment, or if the employee has an interest in an entity that does business with Santaquin City. The written disclosure statement must contain the name and address of the City employee, the name and address of the person or business entity, and the position that would be held by the City employee with the person or business entity and the nature of his or her business interest.
 - 1. Secondary Employment must be pre-approved by the Mayor, or designee.
 - 2. Secondary Employment must in no way interfere, conflict with, or affect a City employee's duties.
 - 3. If an employee's performance is distracted by secondary employment, the employee will be asked to discontinue the secondary employment, or face disciplinary action, up to and including termination of employment.
- H. Additional Secondary Employment for Sworn Police Officers.
 - 1. Utah State Law outlines specific Secondary Employment requirements and regulations for Sworn Police Officers. These requirements and regulations are outlined in the Santaquin City Police Department Policies and Procedures.
- I. <u>Gifts & Gratuities</u> Acceptance of gifts and gratuities shall be governed by Utah State Law 67-16, Utah Public Officer' and Employees' Ethics Act, unless department policy is more restrictive.
- J. <u>Attendance</u> All employees shall meet attendance and punctuality requirements in accordance with department and supervisory guidelines.
- K. <u>Appearance</u> In order to maintain a professional atmosphere and appearance, all employees including those who wear uniforms, shall maintain the following minimum standards:
 - 1. Employees must maintain a high standard of personal hygiene. Employees must appear neat and clean and have no offensive odors. An employee's hair must be clean and groomed.
 - 2. Employees must wear clothing appropriate to their employment. Appropriateness may vary, depending upon the nature of work performed, safety concerns, and degree of public contact.
 - 3. Employees must wear clothing that is clean and neat, and not torn or frayed. Employees must avoid clothing that is unduly revealing, immodest, or otherwise inappropriate for a professional office setting or other work environment.
 - 4. In addition to the above, all employees shall meet department dress and appearance policies.
- L. <u>City Owned Electronic Communication Devices</u> City electronic communication devices, including but not limited to, phones, cell phones, desktop and laptop computers, etc. and all their content are the property of the City, and there is no expectation of privacy for any

employee. These devices are provided to facilitate the effective and efficient completion of job duties. The City retains the right to monitor, deny access, or copy content at any time, including communications made on a third-party server.

- 1. Employees shall not intentionally use City electronic communication devices to download, view, print, or store any sexually explicit content, except as necessarily required by the employee's official job duties. Inadvertent exposure shall be immediately reported to the employee's supervisor.
- 2. Employees shall not use City electronic communication devices for on-line gaming, gambling, and unauthorized peer-to-peer file sharing.
- 3. Employees shall not use City electronic communication devices to violate the City's harassment, discrimination, or other policies.
- 4. Unauthorized audio and/or video streaming is prohibited, to preserve the City's bandwidth capacity.
- M. <u>Use of Social Media</u> All employees shall adhere to the policies and procedures outlined in the Santaquin City Social Media Policy. This Resolution is appended to this, the Santaquin City Employee Policies and Procedures Handbook, as Addendum C.
- N. <u>Personal Use of City Equipment</u> Limited personal use of City owned equipment may be authorized by supervisors, consistent with this policy. <u>Further clarification can be found in Santaquin City Resolution No. 06-02-2019.</u>

1. Computer Equipment. <u>An employee's use of City computer equipment must comply with</u> the following provisions.

- (a) The use offers an opportunity for the employee to increase the employee's jobrelated knowledge and skills.
- (b) The employee is not compensated for the work performed, unless the employee has received prior written approval by the Mayor, or designee.
- (c) The employee pays for the cost of consumables and other attendant expenses (diskettes, paper, computer on-line/access charges, etc.).
- (d) The employee uses the computer system after hours, or on the employee's personal time.
- (e) The employee does not use the computer system for permanent storage of data.
- (f) Use does not conflict with the employee's Santaquin City responsibilities or normal Santaquin City business.
- (g) All data stored on, and software developed on, Santaquin City owned computer equipment is the property of Santaquin City and may be viewed/reviewed by the Mayor, or designee, at any time.
- 2. Postage Meters. No employee shall be allowed to use Santaquin City owned postage metering machines at any time for posting and mailing of any material of a personal nature.

- 3. FAX and Copying Machines. Any employee desiring to use Santaquin City owned FAX or copying machines for items of a personal nature may do so after paying for such use at the rate established by resolution of the City Council on the consolidated fee schedule.
- 4. Telephones. Employees are expressly prohibited from making long distance telephone calls of a personal nature on Santaquin City owned telephones. Employees may use Santaquin City owned telephones for local personal calls. Personal local telephone calls will be limited to necessity and must not disrupt the carrying out of employee responsibilities.
- 5. Cellular Phones. Cellular phones are a tool to be used as a convenience for the City and to increase productivity of those authorized to use them. They are to be properly maintained and functional during work times for the City. Employees authorized to use cell phones shall do so primarily for City business. Any non-City use shall be reimbursed to the City, if "local" minutes exceed the package allotment. Cell phones privileges may be revoked at any time by the Mayor, or designee.
- 6. E-mail, voicemail, Internet, etc. cannot be used for any improper purposes, such as harassing or annoying anyone, obtaining illegal or copyrighted materials, or transmitting or receiving messages that insult, degrade or poke fun at gender, sexual orientation, race, color, national origin, age, religion, disability, citizenship, etc.
 - (a) Employees are to comply, in all respects, with the "Unsolicited Commercial and Sexually Explicit Email Act", UCA §13-36-101, which prohibits sending, forwarding, or otherwise transmitting commercial or sexually explicit emails which are unsolicited.
 - (b) Employees shall not intentionally pass on viruses or other items which might affect the city computer system.
- 7. Use of personal communication devices during work hours. The use of personal communication devices shall not unreasonably interfere with the performance of the employee's duties or interfere with City business operations.
- 8. Vehicles. City vehicles are provided for use by employees for city business. Employees shall not use city vehicles for personal business unless authorized in advance by the Mayor, or designee. Exceptions would may include incidental use of a city vehicle while attending conferences or other business-related travel related, etc.-
- 9. Other Equipment. The personal use of any Santaquin City equipment or tools is strictly prohibited. However, reasonable use of Santaquin City tools and equipment to protect property and preserve life is authorized. Public Safety employees may be permitted to use body armor and firearms with prior approval from the Mayor, or designee.
- 10. Personal Equipment. From time to time a City employee may wish to use a personal tool or piece of equipment in the performance of a City duty. This equipment must be used safely and may be permitted at the Mayor, or designee's discretion on a voluntary non-paid basis. Unless otherwise approved in advance of its use, any voluntary use of personal equipment, though appreciated, is at no risk to the City for replacement or repair. No employee shall use a personal tool or piece of equipment not owned by the employee in the performance- of a City duty.

- 11. Misuse of Equipment. Misuse of any City owned equipment may result in disciplinary action, including termination.
- O. <u>Abandonment</u> An employee who is absent from work for 3 consecutive days and is capable of providing proper notification to their supervisor but does not, shall be deemed to have abandoned their position. The City considers abandonment as a voluntary resignation.
- P. <u>Open Door Policy</u> Santaquin City has an Open-Door Policy for all employees. This means, literally, that every Functional Area Director, the City Manager and Mayor's door is open to every employee. The purpose of an open-door policy is to encourage open communication, feedback, and discussion about any matter of importance to an employee. This means that employees are free to talk with any Functional Area Director, the City Manager, or Mayor at any time without creating repercussions for the employee.

4.2 HARASSMENT, DISCRIMINATION, & RETALIATION

- A. <u>General Policy</u> Santaquin City is committed to providing a work environment that is free of harassment or any other type of discrimination with regard to race, color, national origin, religion, gender, age, disability, pregnancy, or any other protected status. The City has a zero-tolerance policy towards any form of unlawful harassment or discrimination by or to any employee or retaliation against any employee protected under this policy. Misconduct identified in this policy is unacceptable behavior and is prohibited. The City will make reasonable efforts to prevent the conduct identified in this policy and will promptly investigate all complaints of violation of this policy. An employee's violation of this policy, whether legally constituting sexual harassment, discrimination, or retaliation, may result in disciplinary action, up to or including termination.
- B. <u>Prohibited Conduct</u> The City prohibits conduct that includes, but is not limited to:
 - 1 Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when
 - (a) submission to such conduct is made either explicitly or implicitly a term of the condition of an individual's employment,
 - (b) submission to or rejection of such conduct by such individual is used as the basis for employment decisions affecting such individual, or
 - (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offense working environment.
 - 2. Other inappropriate conduct, such as
 - (a) derogatory comments, insults, suggestive remarks, or jokes involving sexual activity, or a person's race, color, national origin, religion, gender, age, disability, pregnancy, or any other protected status,
 - (b) display of photographs, drawings, cartoons, written material, objects, or use of electronic communication devices which would offend a reasonable person,
 - (c) inappropriate physical contact, such as patting or pinching,

- (d) intentionally brushing against another person's body,
- (e) stating or implying that an individual's job performance is attributable to that person's race, color, national origin, religion, gender, age, disability, pregnancy, or any other protected status,
- (f) giving of unsolicited or inappropriate gifts of a personal and private nature, or
- (g) sexual assault of any kind.
- 3. Pervasive, unwelcome, demeaning, ridiculing, derisive, or coercive conduct towards another person based on race, color, national origin, religion, gender, age, disability, pregnancy, or any other protected status that
 - (a) creates an intimidating, hostile, or offensive work environment,
 - (b) unreasonably interferes with a person's work performance, or
 - (c) otherwise adversely and unreasonably affects an employee's employment.
- 4. Retaliation against any employee for reporting, filing a complaint, or for assisting the City in its investigation of a complaint under this policy, even if such underlying complaint is determined to be unfounded. Retaliation may be deemed a separate violation of this policy and may subject the perpetrator to disciplinary action. Examples of retaliation include:
 - (a) disciplinary action taken in bad faith,
 - (b) unwarranted changes in the terms of an employee's employment,
 - (c) spreading rumors about the employee,
 - (d) encouraging hostility from a co-worker,
 - (e) escalating the harassment, or
 - (f) disclosing confidential information with regards to an investigation being conducted under this policy, including discussing the investigation with unauthorized individuals such as witnesses, potential other victims, or alleged harassers.
- C. <u>Personal Employee Relationships</u> -
 - 1. Each City employee in a non-spousal romantic, dating, and/or sexual relationship with another City employee must promptly notify their Department Manager or Supervisor upon beginning or ending such relationship. The Department Manager or Supervisor shall notify the Functional Area Director, who is responsible for notifying the Mayor, or designee.
 - 2. No employee shall have a romantic, dating, and/or sexual relationship with any employee that has direct or indirect supervisory responsibilities over the employee.
- D. Employee Obligations -

- 1. Employees have the obligation to comply with this policy and avoid any prohibited conduct.
- 2. Employees have the obligation to report violations of this policy.
- 3. Employees have the obligation to fully cooperate in any investigation of an alleged violation of this policy, including the obligation to provide truthful and complete evidence and testimony in any investigation or proceeding.
- 4. Employees have the obligation to refrain from making any bad faith or known false complaint of violation of this policy.
- 5. Employees have the obligation to avoid retaliation against any person who files a complaint, or who participates or provides evidence or testimony in any investigation or proceeding under this policy.

E. <u>Reporting Violations of This Policy</u> -

- 1. Employees are required to report all incidents that they believe to be violations of the City's Harassment, Discrimination, & Retaliation Policy. These reports shall be made when the employee first feels they or someone else has been harassed, subjected to inappropriate conduct, discriminated against, or retaliated against. Employees must file such complaint with any one of the following: a supervisor, a Department Manager, Functional Area Director, <u>Assistant City Manager</u>, City Manager, City Attorney, or the Mayor.
- 2. If any supervisor, Department Manager, Functional Area Director, <u>Assistant City</u> <u>Manager</u>, or the City Manager becomes aware of possible discrimination, harassment, or retaliation, they shall immediately advise the Mayor and the City Attorney. Any employee employed in a supervisory capacity that has knowledge of an offense, and does not report the matter, shall be subject to disciplinary action.
- F. <u>Investigation</u> The City shall investigate all complaints, regardless of whether they are written or verbal, as expeditiously and professionally as possible. Confidentiality of the complaint will be maintained to the extent it is practical but cannot be guaranteed.
 - 1. The Mayor, or designee, the City Attorney, and the involved Functional Area Director will coordinate the investigation.
 - 2. The Mayor, or designee is responsible for moving the investigation forward, ensuring adequate documentation, and making recommendations.
 - 3. The Mayor, or designee is responsible for accepting, modifying, or rejecting recommendations and, when appropriate, initiating disciplinary action.
 - 4. Disciplinary action placed in any personnel file will not include the name of any victim.
 - 5. An investigation determined to be unfounded will not be placed in any individual's personnel file. It will be retained as an investigative file. Access will be limited to appropriate Administrative Staff, City Attorney, and the Mayor, or designee.
 - 6. Appeals about the conclusions of the investigation will be handled as follows:

- (a) Disciplinary actions arising from the investigation will be handled consistent with the Employee Discipline section in this chapter.
- (b) The adequacy or conclusions of the investigation will be handled consistent with the Employee Grievance Procedures section of this chapter but will begin directly at Step Three (Appeal to Mayor, or designee).

4.3 ALCOHOL, DRUG, AND TOBACCO FREE WORKPLACE

- A. <u>Alcohol & Drug Free Workplace</u> It is the policy of Santaquin City to promote a workplace free from the influence of drugs and alcohol. Working under the influence of alcohol, illegal drugs, or misused prescription drugs and other related conduct threaten the safety of the public and other employees and <u>under mindsundermines</u> effective and efficient City operations. A more detailed statement of the City's policy on drugs and alcohol is set forth in Ordinance No. 07-01-2010, an Ordinance amending the Santaquin City Code to include the Santaquin City Drug Free Workplace Policy (Chapter 6B of Title 1 of the Santaquin City Code). This Ordinance is appended to this, the Santaquin City Employee Policies and Procedures Handbook, as Addendum A.
- B. <u>Tobacco-Free Workplace</u> Santaquin City is subject to and enforces the Utah Indoor Clean Air Act and is committed to providing a safe and healthy work environment.
 - 1. Employee Responsibility. All employees are prohibited from use of tobacco products (including chewing tobacco and vaping devices of any kind) throughout the workplace, including all City buildings, vehicles, and equipment. Use of tobacco products is also prohibited within 25 feet of any entranceway, exit, open window, or air intake of City buildings.

4.4 VIOLENCE-FREE WORKPLACE

- A. <u>General Policy</u> Santaquin City is committed to maintain a safe and efficient working environment where employees and the public are free from the threat of workplace violence.
- B. <u>Employee Obligations</u> -
 - 1. Employees are obligated not to engage in violence or behavior that carries the potential for violence including, but not limited to assault, fighting, or foul, abusive, or threatening language or gestures.
 - 2. Any possession of firearms or other weapons on City property, including City vehicles, or while conducting City business shall be in compliance with federal and state laws, and City Code.
 - 3. Employees must immediately report all incidents of violation of this policy to their supervisor.

4.5 EMPLOYEE DISCIPLINE

- A. <u>General Policy</u> It is the responsibility of all employees to observe rules of conduct necessary for the proper operation of City government. Administrative procedures have been established for the handling of disciplinary measures when required.
- B. <u>Causes for Disciplinary Action</u> Causes for disciplinary action, up to and including termination, may include, but are not limited to the following:
 - 1. Violation of the laws of the United States, the State of Utah, or ordinances of Santaquin City or any other jurisdiction determined to be job related.
 - (a) A conviction (including a plea in abeyance or no contest) for the violation of any criminal law shall be prima facie evidence in any City hearing process.
 - (b) Violation may also be established in any City hearing process under an administrative standard of whether the evidence shows more likely than not the violation occurred regardless of the pendency or dismissal of criminal charges.
 - 2. Violation of the code of conduct.
 - 3. Conduct which endangers the peace and safety of others or poses a threat to the public interest.
 - 4. Any behavior by an employee deemed inappropriate or disruptive to the work environment which may affect the ability of other employees to perform effectively.
 - 5. Misconduct.
 - 6. Malfeasance. (The performance of an act which is legally unjustified or conflicts with the law or City policy)
 - 7. Misfeasance. (The wrongful performance of a normally lawful act.)
 - 8. Nonfeasance. (The omission of some act which ought to have been performed.)
 - 9. Incompetence.
 - 10 Negligence.
 - 11. Insubordination. (The opposition to and usually in defiance of established authority)
 - 12. Failure to maintain skills.
 - 13. Inadequate performance of duties.
 - 14. Unauthorized or excessive absence or tardiness.
 - 15. Falsification or unauthorized alteration of records.
 - 16. Violation of City or department policies.
 - 17. Falsification of employment application.
 - 18. Discrimination.

- 19. Sexual harassment or prohibited sexual conduct.
- 20. Retaliation.
- 21 Misrepresentation (making false statements or knowingly allowing false statements or false impressions to be accepted as valid in the course of the employee's job-related duties).
- 22. Theft or removal of any City property, or the property of any employee from the work premises without proper authorization.
- 23. Gambling or engaging in a lottery on City property.
- 24. Failure of a public safety employee to maintain physical fitness/ability standards.
- 25. Inability to perform essential job duties, with or without reasonable accommodation.
- 26. Violation of the Drug Free Workplace ordinance.
- 27. Unlawful possession of firearms, weapons, or explosives on Santaquin City property.
- 28. Carelessness which affect the safety of personnel or the public.
- 29. Threatening, intimidating, coercing, or interfering with fellow employees on the job, or the public at large.
- 30. Recklessly misusing, destroying, or damaging any Santaquin City property or the property of any employee.
- 31. Misusing city owned equipment including but not limited to, office equipment, computers, the internet, tools, motorized equipment, etc.
- 32. Sleeping during working hours.
- 33. Fighting (verbal or physical) on Santaquin City premises, or while on city business, or in a city uniform. Exceptions will be made for Police Officers in altercations which occur in the line of duty.
- 34. Any other action or behavior contrary to the best interests of the City.
- C. <u>Types of Disciplinary Action</u> The following types of discipline are not written in progressive order and are not to be deemed a progressive disciplinary scheme or system:
 - 1. Verbal Warning. A verbally communicated warning to an employee by a supervisor for a minor work behavior deficiency. Information including, but not limited to, date of the warning, reason for the warning, details of the discussion with the employee regarding the verbal warning should be kept for future reference.
 - 2. Written Reprimand. A formal written notice outlining work performance deficiencies and required corrective action, to an employee by a supervisor for disciplinary purposes, which is documented in the employee's personnel file. Written reprimand shall be signed by the employee, the supervisor and the Functional Area Director, if they are not the supervisor.

- 3. Suspension. An employee may be suspended from work with or without pay for up to 30 days (240 hours) by the Mayor, or designee.
- 4. Demotion. An employee may be demoted to a lower grade position with or without a reduction in pay by the Mayor, or designee.
- 5. Transfer. An employee may be transferred to another position within a department by the Mayor, or designee or to another position in a different department within the City.
- 6. Termination. Full-time & Part-time/Benefited <u>merit</u> employees may be terminated by the Mayor, or designee, pursuant to section 4.5.D. <u>At-will-Non-merit</u> employees including, Part-time/Non-benefited_<u>and</u>, Seasonal_<u>employees</u>, <u>Volunteer Fire/EMS</u>_and Volunteers <u>employees</u>-may be terminated from employment at the discretion of the Functional Area Director with the approval of the Mayor.
- 7. Employees whose conduct constitutes grounds for discipline may be subject to one or more of the foregoing disciplinary actions depending on the severity of the improper conduct. The City reserves the right to impose disciplinary action, up to and including termination of employment on a first offense, depending on the nature and severity of the improper conduct.
- D. <u>Pre-Disciplinary Hearing</u> The Mayor shall conduct a pre-disciplinary hearing before imposing on a Full-time or Part-time/Benefited <u>merit</u> employee, who is not at-will: suspension without pay for more than 2 days (16 hours); demotion or involuntary transfer from one position to another with less remuneration; or, termination. Pre-disciplinary hearings are not required for <u>non-merit</u>, Part-time/Non-benefited <u>and</u>, Seasonal <u>employees</u>, and <u>Volunteer Fire/EMS and</u> Volunteers <u>employees</u>. Subparagraphs D.1 through D.3 apply to pre-disciplinary hearings:
 - 1. The employee shall be given written notice of the hearing, prior to the hearing, which will include an explanation of the charges against the employee and notice that discipline, up to and including termination where appropriate, will be considered.
 - 2. The pre-disciplinary hearing shall be conducted by the Mayor, or designee for the purpose of allowing the employee to respond to the charges and present information the employee believes is relevant to the decision.
 - 3. A decision as to the disciplinary action to be taken, if any, shall be made by the Mayor, or designee, and the employee shall be notified of the decision in writing within 5 working days after the hearing. This written notification shall include:
 - (a) The grounds for disciplinary action.
 - (b) Any disciplinary action to be imposed.
 - (c) The effective date and duration of the disciplinary action.
 - (d) Any required corrective action necessary for the employee to avoid further disciplinary action.
 - (e) Notice and a copy of the post-disciplinary hearing process outlined in 4.5 (E), if the imposed disciplinary action is termination, a suspension without pay for more than 2 days (16 hours), or demotion or involuntary transfer from one position to another with less remuneration.

E. <u>Appeals</u> – <u>Merit</u> employees may appeal any disciplinary action to the Appeals Board. by following the procedures set forth in Ordinance No. 08-01-2009, an Ordinance naming the Santaquin City Council (except for the Mayor) as the Appeal Board that is required by Utah law to hear and decide appeals of certain decisions regarding the discipline and/or discharge of city employees (Chapter 4 of Title 2 of the Santaquin City Code). This Ordinance is appended to this the Santaquin City Employee Policies and Procedures Handbook as Addendum B.

4.6 EMPLOYEE GRIEVANCE PROCEDURES

- A. <u>General Policy</u> A grievance is defined as a complaint made by a City employee of a decision, or action taken by the City which affects an employee's employment status, except disciplinary actions. Disciplinary action appeals, if permitted, shall be handled consistent with the Employee Discipline policy (4.5).
- B. <u>Grievance Process</u> The following process shall be followed in processing grievances made by City employees:
 - 1. An employee wishing to grieve an incident or action meeting the definition above must submit the grievance in writing to his/her immediate supervisor within 10 business days of a decision or action. The written grievance should include at a minimum, the date, description of the decision or action in question, and the remedy sought. The employee's immediate supervisor shall respond to the employee's grievance in writing, detailing his or her decision, within 10 business days of receipt of the grievance.
 - 2. If the employee is not satisfied with the response of the immediate supervisor, the employee may submit a written grievance to their Functional Area Director within 10 business days of the immediate supervisor's response. The Functional Area Director shall respond to the employee's grievance in writing, detailing his or her decision, within 10 business days of receipt of the grievance.
 - 3. If the employee is not satisfied with the response of the Functional Area Director, the employee may submit a written request to the Mayor, or designee within 10 business days of receipt of the Functional Area Director's response. The Mayor, or designee, shall respond to the employee's grievance in writing, detailing his or her decision, within 10 business days of receipt of the grievance. The decision of the Mayor, or designee, is final and not appealable.
- C. <u>Documentation</u> Copies of all grievances and responses shall be forwarded to the Administration Office for filing upon receipt or issuance.
- D. Open Door Policy Santaquin City has an Open-Door Policy for all employees. This means, literally, that every Functional Area Director, Assistant City Manager, City Manager and the Mayor's door is open to every employee. The purpose of an open-door policy is to encourage open communication, feedback, and discussion about any matter of importance to an employee. This means that employees are free to talk with any Functional Area Director, Assistant City Manager, City Manager, or the Mayor at any time without creating repercussions for the employee.

4.7 SOCIAL MEDIA POLICY

A. Purpose - The purpose of this policy is to provide guidelines and clarification for participation in both Santaquin City-hosted social media and for employee's personal use of social media when the employee's City affiliation is known, identified, or presumed. This policy is not intended to guide personal online communications when employees do not associate or identify themselves with Santaquin City.

While this policy does not attempt to articulate all required or proscribed behavior, it does seek to assist in such judgment by providing guidelines. The same principles and guidelines that apply to employees in general apply to activities online. However, due to the nature of the internet, more accountability is to be expected. If you are unclear about the acceptable content or use of social media seek clarification from your supervisor beforehand.

- B. Reference Santaquin City Resolution 12-03-2014.
- C. Personal Use of Social Media:
 - 1 Employees should not be accessing social media sites during work hours unless it is a function of their job and they have been authorized to do so whether they are using City equipment or their own. Employees may access social media sites while on a break or during their lunch period. Appropriate caution should be taken when accessing anything on the internet at work in order to avoid potential risks, including security risks and other threats such as viruses, worms, and etc.
 - 2 Employees should make sure that they are aware of the Code of Ethics for their own license or discipline and follow that accordingly, as well as the Code of Conduct for City employees, when participating in social media.
 - 3 It is strongly recommended that you *use a disclaimer* if you publish a blog, post a comment, or share an image and it has something to do with the work that you do at City or you acknowledge/imply that you are an employee of City. The following standard legal disclaimer language may be used:

<u>"The postings on this site are my own and do not represent Santaquin City's positions,</u> strategies, or opinions."

- <u>"DISCLAIMER: This is a personal Website, produced on my own time and solely reflecting my personal opinions. Statements on this site do not represent the views or policies of my employer, past or present, or any other organizations with which I may be affiliated. All content is copyrighted."</u>
- <u>4</u> Santaquin City discourages staff in management/supervisory position from initiating "friend" requests (or similar requests on social media) with employees that they manage. Managers/supervisors may accept "friend" requests if initiated by the employee and if the manager/supervisor does not believe that it will negatively impact the work relationship.
- 5 General guidelines for social/personal media use (when you associate yourself in some way with the City) include the following:
 - a. Be helpful and supportive. You are encouraged to share your insights, express your opinion, and share information as appropriate, especially when it is helpful to others.

- b. Do not misrepresent your position or credentials when associating yourself with the City on social media. Do not give advice or the appearance of giving advice beyond your credentials and experience and what would be appropriate on social media.
- c. Please post knowledgeably, accurately, and use appropriate professionalism.
- d. Be quick to correct your own mistakes and admit when you are wrong.
- e. Do not use ethnic slurs, insults, obscenities, bullying or engage in other conduct that would be unacceptable at work or in social situations.
- f. Be considerate of other's privacy and topics that could be considered personal.
- g. Do not pick fights.
- h. Make it clear that the words and thoughts you write online are your own and not your employer's.
- i. Speak in the first person (I, not We) when referring to your work.
- j. Be aware that your actions captured via images, videos, posts, tweets, or comments can reflect on the reputation and/or perception of the City.
- k. You are legally liable for anything you write or present online.
- I. Unless given specific permission, you are not authorized to speak on behalf of the City or to represent that you do so.
- <u>m. Employees can be appropriately disciplined and/or have litigation brought against them</u> for commentary, content, videos, or images that are defamatory, pornographic, proprietary, harassing, libelous, or can create a hostile work environment.
- n. Ensure that your social media activity does not interfere with your work commitments.
- o. When appropriate, please direct others to the official website and social media accounts of the City for information.
- p. The Santaquin City logo may only be used on city-approved sites or blogs.
- <u>q.</u> Any employee found to be in violation of this policy may be subject to disciplinary action <u>up to and including termination of employment.</u>
- <u>B. General Policy</u> The City's official website at <u>www.santaquin.org</u> (or any domain owned by the City) will remain the City's primary means of internet communication.
- The establishment of City social media sites is subject to approval by the Mayor, or designee. Upon approval, City social media sites shall bear the name and/or official logo of the City and/or the department logo for which it was established.
- 2. All content on the City social media sites shall be reviewed, approved, and administered by the Mayor, or designee.

- 3. City social media sites shall clearly state that such sites are maintained by the City and that the sites comply with the City's Social Media Policy.
- 4. City social media sites shall link back to the City's official website for forms, documents, online services and other information necessary to conduct business with the City.
- 5. The Mayor, or designee, shall monitor content on City social media sites to ensure adherence to both the City's Social Media Policy and the interest and goals of the City.
- 6. City social media sites shall be managed consistent with the Utah Open and Public Meetings Act (Utah Code Ann. 52-4-101 et seq. (1953 as amended))("the Act"). Members of the City Council, Commissions and/or Boards shall not sue the site or any form of electronic communication in violation of, or to circumvent the provisions of the Act.
- 7. The City reserves the right to terminate any City social media site at any time without notice.
- 8. The City reserves the right to hide inappropriate public comments. Inappropriate comments or material may include but are not limited to content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, or status with regard to public assistance, national origin, physical or mental disability or sexual orientation, as well as any other category protected by federal, state, or local laws.
- City social media sites shall comply with usage rules and regulations required by the site provider, including privacy policies.
- 10. The City's Social Media Policy shall be displayed to users or made available by hyperlink.
- 11. All City social media sites shall adhere to applicable federal, state and local laws, regulations and policies.
- 12. City social media sites are subject to the Utah Public Records Act. Any content maintained on a City social media site that is related to City business, including a list of subscribers, posted communication, and communication submitted for posting, may be considered a public record and subject to public disclosure. All postings on City social media sites shall be sent to an official City email account and maintained consistent with the Public Records Act. The email account dedicated to this purpose is records@santaquin.org.
- 13. Employees representing the City on City social media sites shall conduct themselves at all times as professional representatives of the City and in accordance with all City policies.
- 14. All City social media sites shall utilize authorized City contact information for account set-up, monitoring and access. The use of personal email accounts or phone numbers by any City employee is not allowed for the purpose of setting-up, monitoring, or accessing a City social media site.
- 15. City social media sites may contain content, including but not limited to, advertisements or hyperlinks over which the City has no control. The presence of such advertisements and/or hyperlinks placed on City social media sites by the social media site's owners, vendors, or partners does not constitute endorsement by the City or any of its officials, officers, employees or agents.
- 16. The city reserves the right to change, modify, or amend all or part of this policy at any time.
- B. <u>Content Guidelines</u>

- 1. All content of City social media sites shall pertain only to City-sponsored or City-endorsed programs, services, and events. Content includes, but is not limited to, information, photographs, videos, and where appropriate, hyperlinks.
- Content posted to the City's social media sites must contain hyperlinks directing users back to the City's official website for in-depth information, forms, documents or online services necessary to conduct business with the City of Santaquin, whenever possible.
- 3. The City shall have or obtain full permission or rights to any content posted by the City, including photographs and videos, before posting the same. The City does not relinquish any property rights by posting content on such sites.
- 4. Any employee authorized to post items on any of the City's social media sites shall review, be familiar with, and comply with the social media site's use policies and terms and conditions.
- 5. The City's social media sites are for informational purposes only. No employee authorized to post items on any of the City's social media sites shall express his or her own personal views or concerns through such postings. Instead, postings on any of the City's social media sites by an authorized City employee shall only reflect the approved policies of the City.
- 6. Postings must only contain information that is freely available to the public and that is not confidential in nature as defined by any City policy or state or federal law.
- 7. Except as required by the Government Records Access and Management Act ("GRAMA"), postings may NOT contain the names, telephone numbers, addresses, birth dates, social security numbers, except for the names of employees whose job duties include being available for contact by the public.
- 8. Postings to City social media sites shall NOT contain any of the following:
- 1. Comments that are not topically related to the particular posting being commented upon;
- 2. Comments in support of, or opposition to, political campaigns, candidates or ballot measures;
- 3. Profane language or content;
- 4. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, or status with regard to public assistance, national origin, physical or mental disability or sexual orientation, as well as any other category protected by federal, state, or local laws;
- 5. Sexual content or links to sexual content;
- 6. Solicitations of commerce;
- 7. Encouragement of illegal conduct or activity;
- Information that may tend to compromise the safety or security of the public or public systems; or
- 9. Content that violates a legal ownership of interest of any other party.

- 9. These guidelines shall be displayed to users or made available by hyperlink on all City social media sites. Any content removed based on these guidelines must be retained, including the time, date and identity of the poster, when available, in compliance with applicable record retention policies, laws and ordinances.
- 10. The City reserves the right of the mayor, or designee, to implement or remove any functionality of its social media site, in order to further or comply with the provisions of this policy. This includes, but is not limited to, information, articles, pictures, videos or any other form of communication that is posted on a City social media site.
- 11. Except as expressly provided in this Policy, City officials, officers and employees accessing any social media site shall comply with all applicable City policies pertaining to communications and the use of the internet by employees, including email content.
- 12. All of the content on City social media sites must be provided to the City's Mayor, or designee, for posting to the social media site.

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SECTION 5: FINANCIAL POLICIES & PROCEDURES

5.1 PURCHASING

- A. <u>A. General Policy</u> Santaquin City shall comply with all applicable federal laws and regulations, state laws, and city ordinances and resolutions regarding the purchasing of goods. All purchases of goods to be made by or on behalf of the city shall be made only by a full-time employee of the city, or such other person as may be authorized by a purchase order.
 - 1. <u>Purchasing authorization levels are established by Ordinance of the City Council and</u> may be changed from time to time pursuant to their direction and within parameters <u>established by state statute.</u>
 - 1. Purchases of Less than \$100. Purchases less than \$100 made by authorized individuals within their departments do not require a purchase order. The mayor or his/her designee may, at his or her discretion, require approval of all purchases by an individual employee or department of less than \$100 if in his or her discretion there is concern regarding proper and prudent spending of public monies.
 - 2. Purchases of \$100 to \$500. Purchases of \$100 to \$500 require a purchase order, properly completed, and identified with the appropriate general ledger number, signed and approved by the head of the department for which the funds are being drawn.
 - 3. Purchases from \$500 to \$15,000. Purchases from \$500.00 to \$15,000 require a purchase order, properly completed, and identified with the appropriate general ledger number signed and approved by the mayor, or his/her designee. Supporting signatures may include the city manager, the Functional Area Director over the department for which the funds are being drawn, and the head of the department for which the funds are being drawn.
 - 4. Purchases Over \$15,000. Purchases of more than \$15,000 require City Council approval in accordance with advertising requirements as outlined by Utah state law.
 - 5. Waiver of Requirements: The City Council may waive any of the foregoing requirements upon its determination that said waiver is in the best interests of the city.
 - 9.2. 6. Emergency Purchases: Each department supervisor shall be allowed to purchase emergency supplies for the following situations:
 - (a) Any problem which could cause equipment downtime.
 - (b) Broken service lines.
 - (c) Traffic obstructions.
 - (d) Major crimes.
 - (e) Auctions; persons as only designated by the city council may purchase at auctions.

- (f) Fuel and oil purchases.
- (g) Health and public safety emergencies.
- <u>37</u>. Violation. Any violation the provisions of this section may result in disciplinary action, up to or including termination of employment.
- B. Bidding Requirements -
 - 1. Bidding requirement authorization levels are established by Ordinance of the City Council and may be changed from time to time pursuant to their direction and within parameters established by state statute.

Informal Bids: Prior to any purchase of goods in an amount greater than \$1,000 and less than \$15,000, at least 3 informal bids must be obtained and submitted to and approved by the City Council.

- 2. Notification of Intent to Purchase: Prior to any purchase of goods in an amount of \$15,000 or more, the City shall advertise in a newspaper of general circulation in such a format notifying sellers and providers of the city's intent to purchase a specific item or service. Said notice shall be run twice, once a week, for two (2) consecutive weeks, with a specific closing date identified, which date is at least five (5) days after the last publication date. In addition, notice shall be published on the website established by and in accordance with Utah Code Annotated section 45-1-101 (1953, as amended).
- 3. Formal Bids Submitted: Prior to any purchase of goods in excess of \$15,000, at least three (3) formal sealed bids must be obtained and submitted to and approved by the City Council.
 - <u>24.</u> City Not Limited: Nothing herein limits the city from rejecting any and all bids, nor requires the city to accept the lowest bid.
 - C. <u>Surplus Property & Equipment</u> All property or equipment owned by the city must be declared surplus by the City Council prior to discarding or selling. Once declared surplus, city owned property and equipment can be discarded, sold or advertised for submission of sealed bids.
 - D. <u>Credit Cards</u> City credit cards shall be used for official City business only and all use shall comply with the provision of this section.

5.2 TRAVEL POLICY

- A. <u>General Policy</u> From time to time employees are required to travel in the course of performing their job-related duties or to obtain training through attendance at job-related seminars. Requests for travel must be made in writing by the employee on a travel form and approved in advance by the Mayor, or designee. All out of state travel is subject to the approval of the city council.
 - 1. Reimbursement. When an employee is to travel in the course of performing their work related duties or attend any training course, conference, seminar, or certification course, that has been approved prior to attendance, Santaquin City will provide the necessary time off with pay and will reimburse the employee for all approved costs including tuition or registration fees, authorized travel, meals, and lodging. Reimbursement rates are as follows:

- (a) Meals. Meals will be reimbursed at the rate published by the State. If meals are provided as part of the work-related activity, training, conference, or seminar, reimbursement shall not be made to the employee. The location of the travel will determine which rates will be used (in-state or out-of-state). The State of Utah travel policy is located at http://www.finance.utah.gov/travel/. It is the Department Directors responsibility to review the registration form to confirm when meals are provided as part of the registration fee.
- (b) Lodging. Lodging will be reimbursed at the actual room rate. Lodging arrangement should be made prior to attending the training and paid for with a check or the city credit card. In extenuating circumstances if an employee places room rental on their personal credit card, approved reimbursement will take place upon presentation of a receipt.
- (c) Travel/Mileage. If available and practical, employees should make arrangements to use a city vehicle for all work-related travel. If a city vehicle is not available and with approval from the Functional Area Director, the employee will be reimbursed mileage at the prevailing federal rate for use of a personal vehicle. Time spent traveling that is not included in the employee's regular work schedule will be reimbursed at the Functional Area Directors discretion.

When an employee must fly to a travel destination, the city shall pay for the plane ticket in whole. Plans to fly must be pre-approved by the Mayor, or designee.

- (d) Registration. Santaquin City shall pay for training registration fees at the rate noted on the registration form.
- (e) Books/Materials. Santaquin City shall pay for books and materials at the rate noted on the registration form.

SECTION 6: RISK MANAGEMENT

6.1 RISK MANAGEMENT PHILOSOPHY

- A. <u>General Policy</u> It is the philosophy of Santaquin City to reduce the potential for loss from exposures through sound risk management practices in all City, department, and individual employee activities. Within the constraints of the budget and the City's obligation to provide certain public services, City risk management and safety practices will reflect a strong consideration for the safety of employees and the public.
- B. <u>Department Responsibility for Risk Management and Safety</u> Each Functional Area Director is responsible to implement risk management programs established by the City insurance carriers, the City Risk Committee, and the Mayor, or designee to protect the health, safety and welfare of City employees and public; prevent financial losses and reduce insurance premiums; conduct the affairs of the department to reduce insurance premiums and to reduce the potential for claims and lawsuits against the City. To this end each Functional Area Director will:
 - 1 Implement all applicable risk reduction policies or programs available through the City's insurance carrier;
 - Risk Coordinators Appoint one or more Department Risk Coordinator(s) to oversee the implementation of risk management and safety within the department; and
 - 3. Department Policies and Practices Develop and maintain policies and practices designed to meet the particular risk management needs of the department.
- C. <u>Individual Responsibility for Risk Management and Safety</u> Individual employees shall take responsibility for their own safety as well as the safety of other employees, citizens, and property. Employees shall abide by reasonable safety precautions and exercise due care while on the job. Adequate training, appropriate supervision, reasonable scheduling, proper equipment and other management tools should be utilized by the department and followed by each individual employee to create a safe working environment. Individual employees are responsible to immediately report to their supervisor any potential hazards likely to cause an accident and should be forthcoming in identifying and bringing to the attention of supervisors, Risk Coordinators, and their Functional Area Director, safety concerns that cannot be addressed and resolved by the individual employee.
- D. <u>Risk Committee</u> The Risk Committee is hereby established to formulate and implement formal policy and philosophy relative to risk management and safety.
 - 1. Members of the Risk Committee. The Risk Committee shall be comprised of a designated Risk Manager and one representative from each functional area or department.
 - (a) The Risk Committee shall assist the Risk Manager in formulating objectives for risk management in Santaquin City and in implementing those objectives.
 - (b) The Risk Committee shall meet at least quarterly as part of a regularly scheduled meeting. The Risk Manager, or designee shall be responsible for preparing

6.2 PROCESSING RISK-RELATED INCIDENTS

A. <u>General Policy</u> - In order to effectively manage and administer potential and actual risk- related incidents involving Santaquin City, its agents, employees, assigns and/or property, it is necessary to establish a comprehensive procedure for the processing of incidents and claims involving persons or property directly or indirectly connected with City operations. Irrespective of whether an accident, loss or claim results in actual liability to the City or actual injury to persons or other property, it is crucial that all incidents with or without potential for claim against the City be adequately and properly reported and processed. An employee who becomes aware of any occurrence which may give rise to a lawsuit, which receives a notice of claim, or is sued because of an incident related to his employment shall give immediate notice to his or her supervisor, the Mayor, or designee.

As a general policy, all reportable traffic accidents involving a <u>Full Time or Police Department</u> Santaquin City employee while on or off duty, shall be investigated by an outside agency, <u>excluding traffic citations</u>.

B. Processing Incidents -

- 1. Risk-related Incident Defined. A risk-related Incident ("Incident") is defined as any event or occurrence involving a Santaquin City employee or Santaquin City owned property or equipment where there is property damage exceeding \$100500.00 or any physical injury to any person where medical examination, diagnosis or treatment is necessary and/or there is a reasonable likelihood of a claim or lawsuit being filed against the City as a result of the event or occurrence. Any given Incident will present its own unique issues. Therefore, if there is any question as to appropriate action to be taken at any point during the processing of an Incident, these issues should be immediately directed to the City's Risk Manager.
- 2. Initial Action by Employee Following an Incident. Immediately following an Incident, any employee involved in or aware of the Incident shall seek appropriate medical attention, notify other public safety agencies as the situation reasonably dictates, and notify his/her supervisor. Injured employees shall follow the Workers Compensation Policy as outlined in this, the Santaquin City Employee Handbook.
- 3. Notification of an Incident. Generally, the City is made aware of an Incident in one of three ways. Following the occurrence of an Incident, the following process shall be followed:
 - (a) Employee or Department Involvement If an employee is involved in or becomes aware of an incident, the employee shall contact his or her supervisor immediately. The supervisor will make sure post-accident drug/alcohol testing procedures are followed (if applicable). The supervisor will prepare a written Incident report and submit it to the Functional Area Department Director. Within one business day from the occurrence of the Incident, the Functional Area Director shall notify the Risk Manager of the Incident in writing (written memorandum or email). The writing shall include: the date, time and location of the incident; a statement from the employee summarizing the Incident and include all facts, conditions and events leading to the Incident; witness statements, photographs and any other information that would aid in accurately

and fully documenting the Incident. Any injuries to City employees arising from an Incident shall be handled pursuant to the City Workers' Compensation Policy.

- (b) Claim against the City. If an individual desires to make a claim against the City, the department contacted by the individual shall refer the individual to the Risk Manager. The individual may complete the standard "Notice of Claim" form as provided by the Risk Manager or submit their claim in a manner compliant with the Governmental Immunity Act of Utah. Completed claims should be returned with any accompanying documentation, as required, to the City Recorder's Office, and the Risk Manager.
- (c) Legal Process Served on the City. Any legal process served on the City by a constable or other law enforcement officer, such as a 60-day Notice of Claim or formal lawsuit (whether that lawsuit be for equitable relief and/or monetary damages), shall be immediately forwarded to the Risk Manager, with the original copy kept on file by the City Recorder.
- 4. Analysis of Incident. Upon receipt of notice of the Incident, the City Recorder shall (1) notify the Mayor, or designee, the City Attorney, and the City's insurance carrier of the Incident if the Incident involves an actual or potential claim against the City; and (2) forward to the City Attorney any formal 60-day Notice of Claim or formal lawsuit served on the City.
- 5. Additional Investigation of Incident. The Risk Manager shall conduct an additional investigation as appropriate, or as advised by the Mayor, or designee, the City Attorney or the City's insurance carrier. Such investigation may include gathering police reports, supplemental reports, expert witness statements, bids on damage or loss from the City's independent contract appraiser and other relevant information. City departments are expected to cooperate fully in gathering information and assisting the Risk Manager as needed.
- 6. Incidents Involving Actual or Potential Claims against the City. Following the investigation by the Risk Manager, Incidents involving actual or potential claims against the City shall be processed by the City's insurance carrier.
 - (a) Claims Processed by the City's insurance carrier. Any Incident where the damages claimed exceed \$500.00, or any Incident that involves a claim for personal injury or a violation of constitutional rights, shall be tendered to the City's insurance carrier. The City shall provide whatever support is necessary. In situations where the claim is in litigation, the City Attorney shall be the liaison between the City's insurance carrier, outside counsel and the City. In situations where the claim is not in litigation, the Risk Manager shall be the liaison between the City and its insurance carrier, advising the City Attorney as the claim proceeds.
 - (b) Incidents Involving No Actual or Potential Claims against the City. Incidents involving no actual or potential claims against the City shall be processed inhouse by the Risk Manager.
 - (c) Opposing Attorney Involvement in Claim. If at any time throughout the Incident process outlined above an attorney representing an actual or potential claimant becomes involved in the process, the City Attorney shall immediately be notified. The City Attorney shall take the lead in processing the claim or in being liaison for the City, consistent with the terms of this policy.

- (d) Settlement of Claims. The Mayor, or designee, with recommendation of the City Attorney and consent of the City Council, may chose to settle any claims, the disposition of lawsuits, the imposing of penalties on departments or employees at fault, or any other issues that in the opinion of the Mayor, or designee affect the rights or liabilities of the City.
- (e) Repair of Damage to City Property Arising from Incidents. It shall be the responsibility of each City department to initiate the repair or replacement of damaged City property. The department which has responsibility for the use of the City property shall be responsible for preparing a requisition for the repair of such property. Upon completion of the repair, the Functional Area Director shall notify the Risk Manager that the repair is acceptable and complete. Where practicable, the Risk Manager shall pursue subrogation for any costs incurred by the City as a result of damage to City property. Costs recovered by the Risk Manager for materials used or replaced property shall be forwarded to the department that paid for the repair or replacement of the damaged property unless otherwise determined by the City Manager.
- 7. Paid Claims Where Employee is at Fault. If it is determined that an employee is partially or wholly responsible for a claim, an appropriate penalty or discipline may be imposed upon the employee in accordance with these policies and procedures.
- 8. Paid Claims Where Department Policy or Practice is at Fault. If it is determined that a Department policy or practice is at fault, the Functional Area Director will make an appropriate remedy.

6.3 WORKERS COMPENSATION

- A. Workers Compensation Program Overview -
 - 1. Program Oversight and Administration. City employees injured during the performance of their job duties are covered by the City's worker's compensation program (the "Program"), which provides medical reimbursement and indemnity benefits, as provided by state law. The Program is overseen by the Risk Manager. Claims administration is provided by a contract worker's compensation program administrator "Program Administrator".
 - 2. Medical Provider. Employees injured during the performance of their job should seek appropriate medical attention to care for work related injuries. If the injury is life threatening, 911 should be called and the employee will be treated by the nearest emergency facility. If the injury is not life threatening, the employee may select a "Medical Provider" of their choice to provide such care.
 - 3. Employee Discipline Failure by an employee to follow program reporting protocol, treatment policies, transitional duty requirements, or any other law, policy, or procedure related to the program in a timely and complete manner, shall result in employee disciplinary action up to and including termination.
- B. <u>Treating and Reporting an Injury</u> -
 - 1. Medical Treatment. When injured, an employee shall immediately obtain appropriate medical treatment from a medical provider "Medical Provider". If the condition is life

threatening the employee should call 911. Once initial emergency medical treatment is given and the employee is physically able, the employee shall report to a Medical Provider for follow-up treatment.

2. Reporting an Injury. Immediately following any injury, however minor, or immediately following emergency medical treatment, the employee shall report the injury to the employee's supervisor and to the Risk Manager. The report shall be made NO LATER THAN 24 HOURS following the occurrence of the injury. Although initial notice of the injury to the Risk Manager may be made by telephone or by leaving a message (if the injury occurs after regular City business hours), a claim is not deemed "reported" until the employee speaks personally with the Risk Manager and the appropriate injury report required by the Program Administrator is completed. The employee is responsible to follow up with the Risk Manager and to assure that all details of the injury are reported. If an injury is so severe as to render the employee physically incapable of following the reporting process as required, the employee's supervisor shall assure that the required reporting is completed. Once an injury has been reported, the Risk Manager will initiate a claim and will be provided a claim number. The claim numbers shall be reported to the Medical Provider as soon as possible.

C. Return to Work -

- 1. Return to Full Duty Allowed by Medical Provider. Immediately following initial treatment for a work-related injury, the employee shall obtain a written return to work release "Work Release" from the Medical Provider and SHALL CONTACT THE RISK MANAGER BEFORE RETURNING to the employee's regular place of work. The employee shall return to work for regular full duty ("Full Duty") unless directed otherwise by the treating Medical Provider. An employee shall not return to the work site following a work-related injury without a Work Release signed by the employee's Medical Provider being delivered to Risk Manager. The Risk Manager will provide a copy to the Personnel Officer. The employee's supervisor shall verify that the employee has contacted the Risk Manager before allowing the employee to return to the work site.
- 2. Return to Full Duty Not Allowed by Medical Provider. If an employee is directed by the Medical Provider to not return immediately to Full Duty, the employee shall immediately notify the employee's supervisor and Risk Manager of the following:
 - (a) that the Medical Provider has directed the employee to not return to Full Duty;
 - (b) the reasons for such direction and the prognosis of the injury;
 - (c) the expected date and time the employee will be released by the Medical Provider to Full Duty; and
 - (d) the work restrictions the Medical Provider has placed on the employee.
- 3. Return to work with restricted duty "Restricted Duty". An employee may return to work if there is work available that will accommodate the Restricted Duty outlined by the Provider. The Functional Area Director will determine if such work is available.
- 4. Employee to Report to the Risk Manager with Work Release and Written Work Restrictions. Upon release to work by the Medical Provider for Full Duty or Restricted Duty, the employee shall immediately report to the Risk Manager with a work release and any work restrictions from the Medical Provider. THE EMPLOYEE SHALL NOT RETURN TO THE WORK SITE PRIOR TO CONTACTING RISK MANAGER. Prior to

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any work being performed the employee's supervisor shall verify that the employee has reported to the Risk Manager and shall confirm any Work Restrictions placed on the employee with the Risk Manager. If the employee has only been released to Restricted Duty, the Functional Area Director, or designee, will determine if there is work available that will accommodate the restrictions outlined by the Medical Provider. If it is determined that work is available, the employee's supervisor shall review any Work Restrictions with the employee before allowing the employee to return to the work site.

5. Secondary Employment - An employee on worker's compensation leave shall not engage in any secondary employment except as first authorized by Risk Management.

D. Workers Compensation Wage Replacement ("Indemnity Benefits") -

- 1. Wage Replacement Amount (Indemnity Benefit) If a worker's compensation injury or illness causes total temporary disability (i.e. the employee cannot perform ANY work tasks for the City) as determined by the Medical Provider and confirmed by Risk Management, the employee receives weekly wage replacement ("Indemnity Benefits") equal to 66 2/3 percent of the employee's weekly wages at the time of the injury, up to a maximum of the state weekly average, adjusted for eligible dependents. The Indemnity Benefit continues until the employee is released by the Medical Provider to Restricted Duty (if available) or Full Duty.
- 2. First Three Calendar Days After Injury Not Compensated. An injured employee does not receive Indemnity Benefits for the first three days after the injury occurs, unless the period of total temporary disability lasts more than 14 days.
- 3. Supplement to Indemnity Benefit. Employees may receive supplemental Indemnity Benefits on a taxable basis, to 100% of employee's regular wages where an employee has accrued sick leave, personal leave and/or vacation leave. No employee may receive more than the equivalent of 100% of his or her regular wages, adjusted for taxes and deductions. Supplemental compensation may be allowed when an employee submits documentation of the worker's compensation Indemnity Benefit received from the Program Administrator to the Administration Office. Request for supplemental compensation shall be submitted in writing to the Personnel Officer and must specify which leave will be used for compensation. Payments of supplemental compensation shall be made in accordance with regularly scheduled payroll.

E. Failure to Follow Applicable Law, Policies and Procedures -

- 1. Questions Concerning Program Requirements. Employees are strongly encouraged to contact the Risk Manager if questions should arise regarding the reporting, treatment, or processing of worker's compensation claims. Additional details pertaining to the City's program may be obtained by contacting the Risk Manager.
- 2. Loss of Benefits. Failure by an employee to follow procedures for reporting and processing worker's compensation claims as required by State law and the Utah Labor Commission may result in the denial of a claim and/or in the loss of benefits by the employee.
- F. <u>Accrual of Leave while on Workers Compensation Leave</u> Employees on Workers Compensation Leave for 5 consecutive working days, will not accrue sick or vacation leave or holiday pay.

SECTION 7: VEHICLE POLICY

7.1 VEHICLE USE

- A. <u>Authorization to Drive</u> To be authorized to drive a city-owned vehicle, an employee or volunteer must possess a valid Utah driver's license for the type of vehicle being operated.
- B. <u>Training Requirements</u> Additionally, Departments may impose such familiarization or training requirements on vehicle operators as may be necessary.
- C. <u>Pool Vehicle Use</u> Pool vehicles are authorized for use by authorized employees or volunteers who do not have a City vehicle assigned to them that need transportation to conduct City business, subject to availability.
- D. <u>Personal Use</u> Personal use of City vehicles is prohibited, except for incidental local use such as taking breaks or meal periods or completing a personal errand that does not require indirect travel. The Police and Fire Departments have their own personal use policies.
- E. <u>Permitted Passengers</u> Only authorized employees and volunteers are allowed to ride in City vehicles, except for the purpose of conducting City business or personal use incidental to City business.
- F. <u>Emergency Use</u> Functional Area Directors may grant occasional overnight take home vehicle use due to an isolated incident of need because of the lateness of the hour or other circumstances where it is impractical for the user to return a City vehicle at the end of a duty shift.

7.2 DRIVER/OPERATOR DUTIES AND RESPONSIBILITIES

- *A.* <u>Maintenance</u> All repairs or damage issues shall be reported immediately to driver's supervisor when the driver becomes aware of such issue. Supervisors shall notify the Functional Area Director.
 - 1. Each department is responsible for the care and general maintenance of City vehicles under their control or assigned to their department. Maintenance may be done by the Public Works Department or by a repair shop, whichever the Functional Area Director deems appropriate. Employees shall not,
 - (a) make any repairs or have any repairs made to the vehicle at any facility (other than simple repairs, i.e. light bulb, fuse, etc.) not authorized by the Functional Area Director, or
 - (b) add or remove auxiliary equipment to vehicles without the permission of the Functional Area Director.
 - (c) display unauthorized bumper stickers or other items.
 - 2. Records of all maintenance performed on a vehicle shall be kept by the department to which the vehicle is assigned. This information shall be available for inspection upon request.

- B <u>Cleanliness</u> Drivers shall maintain a high degree of cleanliness of both the interior and exterior of assigned vehicles. Failure to do so may result in disciplinary action.
- C. <u>Mileage</u> Each time a City vehicle is refueled at a station using a Gas card, the driver/operator will accurately enter odometer/hour meter readings. If an incorrect reading is entered, the driver will notify his/her supervisor of the correct readings. If no notification is given, a warning will be issued for the first offense. A second or subsequent offense may result in disciplinary action.
- D. <u>Vehicle Registration Renewals</u> It is the responsibility of each department to complete the state inspection/emissions test by the date required.
- E. <u>Compliance with Laws</u> All City employees and volunteers shall drive and park in accordance with all state and local laws, including wearing seat belts. Any citation received shall be the responsibility of the driver.
- F. <u>Idling</u> Drivers will not allow an unattended vehicle to idle excessively, except as required for safety reasons or operation of auxiliary equipment. Emergency vehicles are exempt during emergency situations.
- G. <u>Locking Vehicles</u> Vehicles unattended for more than one hour should be locked.
- H. <u>Abuse or Neglect of Vehicles</u> Drivers will not abuse or neglect City vehicles.
- I. <u>Supervisor Responsibility</u> Supervisors will know the condition of the vehicles under their direct responsibility. Supervisors will keep in close touch with operators to make sure all equipment is properly cared for and maintained. Supervisors will notify Functional Area Directors when maintenance or repairs are necessary, prior to any maintenance being performed.

7.3 USE OF PERSONAL VEHICLES FOR CITY BUSINESS

- *A.* Employees are strongly discouraged from using personal vehicles for City business. City vehicles should be used when practical and available.
- B. When using a personal vehicle for City business, all relevant City policies and ordinances apply.
- C. Mileage reimbursement is available at the current IRS rate for authorized personal vehicle use. Requests for reimbursement must be approved and signed by the Functional Area Director.

7.4 GENERAL LIABILITY PROVISIONS

- A. <u>City Vehicles</u> -
 - 1. City vehicles are insured by the City.
 - 2. Third party claims are handled by the City's insurer to the policy limits.
 - 3. Injuries to City employees will be handled as worker's compensation claims.
- B. <u>Personal Vehicles</u> -

- 1. Personal vehicles shall be insured by the owner.
- 2. Employees must have the state mandated minimum liability coverage on any personal vehicle they may be authorized to drive on City business.
- D. <u>Limitation of Liability</u> The City reserves the right to limit insurance coverage and/or worker's compensation as provided by law, such as actions "outside the scope of an employee's employment."

SECTION 8: SAFETY

8.1 SAFETY POLICY

- A. General Policy It is the policy of Santaquin City to maintain an environment which is free from any recognizable hazard, which is likely to cause serious injury or death to any employee, through open communication with all employees. The following general safety rules will apply in all agency work places. Each department may prepare separate safety rules applicable to the specific nature of work in their area, but not in conflict with these rules.
 - 1. Proper licensing and extreme caution are required by all employees operating any type of powered equipment.
 - 2. Employees will use safety equipment and PPE appropriate to the job, such as safety glasses, gloves, toe guards, back supports, and hard hats, if required or appropriate to the work performed.
 - 3. Employees will avoid wearing loose clothing and jewelry while working on or near equipment and machines. Long hair will be secured properly.
 - 4. All accidents, regardless of severity, personal or vehicular, shall be reported immediately to the supervisor/manager.
 - 5. Defective equipment will be reported immediately to the supervisor/manager.
 - 6. Employees will not operate equipment or use tools for which licensing and training has not been received.
 - 7. In all work situations, safeguards required by State and Federal Safety Orders and laws will be provided and are required to be used by all employees including seat belts in all motor vehicles.
 - 8. Due to the potential risk of serious injury or death, employees are prohibited from entertaining, or caring for, guests or family members in or around inherently dangerous work areas.

ADDENDA:

- A. ORDINANCE NO. 07-01-2010 (DRUG FREE WORKPLACE)
- B. ORDINANCE NO. 08-01-2009 (APPEALS BOARD)



January 28, 2021

John Bradley Community Services Director 190 South 400 West Santaquin City, UT 84655

Subject: Phase 1 Design Services | Harvest View Sports Complex

John,

blū line designs (blū) is pleased to provide Santaquin City with a not-to-exceed fee proposal for final design services for Phase 1 of the Harvest View Sports Complex. This work, described in greater detail below, generally includes the design of the southern parking lot, the pickleball courts, a restroom/concessions building, and the promenade walkway that will lead to the future baseball fields (see master plan exhibit). It is assumed that a maintenance building or yard that may be in this general area, will not be an improvement included in Phase 1. blū has compiled a qualified consultant team to meet the needs of this project and our team is immediately ready to begin. **PEPG Consulting** will perform survey, geotechnical, and civil services. **Spectrum Engineering** will provide electrical/lighting design. And **WPA Architecture** will provide custom architectural design.

The following tasks represent the scope of work needed in order to complete the planning and design for this work.

TASK 1.0 – DESIGN DEVELOPMENT (60% Submittal)

- 1.1 Data Gathering & Mobilization
 - blū will coordinate with City staff to refine project understanding and desires. This task will
 also include coordination with and mobilization of our subconsultant team. Geotechnical
 investigations and survey of the general Phase 1 area will be performed as part of this task.
 Blu will also gather all existing base information and utility data from the City. This
 information will be incorporated into the Phase 1 site survey. Includes one site visit.
- 1.2 Phase 1 Site Plan
 - Prior to preparing a full 60% Review Submittal, blū will prepare a refined site plan to reconcile the master plan with existing conditions based on the site survey and data provided by the City. This site plan will be presented to the City for review and comment. Includes one review meeting.
- 1.3 Phase 1 Design Development Plans (60% Submittal)
 - Based upon the agreed refined Site Plan from Task 1.2, our team will prepare a 60% Review Submittal for City review. This will include site plan, civil plans (civil, grading, utilities), electrical plans, landscape plans, irrigation plans, and associated details. These plans will be taken to a sufficient level for meaningful content review and comment. After review by the City, a comment resolution meeting will be held. Includes one review meeting.

	Site Survey	\$2,250
	Geotechnical Report	\$2,650
	Site Design	\$4,920
	Civil (grading, utilities)	\$5,200
	Electrical	\$2,480
	Landscape and Irrigation	\$3,280
	Custom Architectural Design (Restroom/Concessions)	\$7,560
I I		\$28,340

Task 1.0 Total

TASK 2.0 - FINAL CONSTRUCTION DOCUMENTS (90% Submittal, Bid Documents)

- 2.1 Phase 1 Construction Documents (90% Submittal)
 - Following the 60% Submittal review, our team will prepare Construction Documents for final City review. These plans will include final design for the plans and details referenced in Task 1.3. This submittal will also include draft specifications. Plans and specifications will be submitted to the City for review and comment. After City review, a comment resolution meeting will be held. Includes one review meeting.
- 2.2 Phase 1 Bid Documents (100%)
 - Our team will address all final comments and prepare the final Bid Documents package
 including plans, specifications, and an engineer's estimate of probable construction costs.
 These will be delivered to the City in digital (pdf, AutoCAD, Word) format for purposes of
 bidding and construction. It is assumed that the City's standard specifications will be included
 by reference in the Bid Documents and that the "up front" documents will be EJCDC
 documents as provided by the City.

2.3 Bidding Assistance

- During the bidding of the project, our team will be available to address any questions that may arise and to assist the City in the bid evaluation process.
- 2.4 Submittal Review
 - During the beginning stages of the construction process, our team will plan on reviewing product and material submittals that the City does not plan on reviewing. These may includes such items as post tensioned slab design, court surfacing, court lighting, landscape, and irrigation.

Site Design	\$7,980
Civil (grading, utilities)	\$7,800
Electrical	\$3,720
Landscape, and Irrigation	\$5,320
Custom Architectural Design (Restroom/Concessions)	\$14,040
Bidding Assistance	\$2,560
Submittal Review	\$3,710

Task 2.0 Total

TASK 3.0 – CONSTRUCTION PERIOD SERVICES

- 3.1 Construction Period Services
 - During the construction of the project, our team will be prepared to conduct site visits as
 requested by the City to review the adequacy of site, landscape, and irrigation installation. If
 any items are incomplete, incorrect, and/or unacceptable, our team will create reports and
 punch lists documenting those items.

Task 3.0 Total

Assumptions/Exclusions

- Entry monumentation/signage and any custom architectural structure design is not included in this scope of work unless specifically noted. An optional fee for the design of a custom restroom/maintenance building has been included for City consideration. Architectural fee assumes a CMU block building with an approximate total square footage of 650 SF, consisting of a restroom use, a concessions use, and some mechanical/janitorial/storage space.
- Structural design for the pickleball courts and any other walls/features is not included in this scope of work unless specifically noted. It is assumed the structural design for the post tensioned court slab will be provided by the Contractor as a deferred submittal.
- It is assumed that pickleball court lighting design will be provided my Musco or a similar approved vendor. These plans/details will be incorporated into our overall bid documents.
- It is assumed that the site plan as established in Task 1.2 will not change substantially through the final design process. If substantial changes occur requiring significant re-design by blū, we reserve the right to renegotiate our contract to cover additional time/costs. Additional work will not be provided without written approval by the owner.
- Three review meetings and one site visit are included in the above fee.
- It is assumed that the City may enter into a contract with a General Contractor for the grading, excavation, parking lot, sidewalk, utilities, and restroom/concessions components of the project, but contract directly with a sport court contractor for the pickleball courts/lighting, and with a landscape contractor for the landscape/irrigation installation.

\$45,130

\$hourly/TBD

Additional Services

Additional meetings and services as requested by the client beyond those scheduled and outlined in the above Tasks will be billed at current hourly rates. This allows flexibility to participate in more meetings and/or to provide additional services at the request of the client.

Total Not-to-Exceed Budget

Description	Cost
TASKS	
Task 1.0 – Design Development (60% Submittal)	\$28,340
Task 2.0 - Final Construction Documents (90% Submittal, Bid Docs)	\$45,130
Task 3.0 - Construction Period Services	\$hourly/TBD
TOTAL PROFESSIONAL SERVICES (with custom architecture)	\$73,470

We express our gratitude for the opportunity of providing this proposal/scope of services to you. If you have any questions or comments regarding this proposal, please feel free to contact me at anytime.

To accept this proposal and activate this change order please sign at the bottom where noted and return the same to blū line designs.

Sincerely,

Cory Shupe President | blū line designs

Approved and consented by:

Authorized signee

Date:



MEMORANDUM

February 12, 2021

To: Santaquin City Mayor and City Council
From: Norm Beagley, P.E., Assistant City Manager
RE: Harvest View Park Phase 1 Final Design

Mayor and Council Members,

The next phase of our Harvest View Park is ready to move forward. As previously discussed, this next phase will include completion of the south parking lot, landscaping, an additional restroom, and 8 pickleball courts, with lighting.

Blu Line Designs submitted a proposal for the design of these facilities. Their proposal is attached for your review. Blu Line's proposed scope and fee for this design work is \$73,470.00. This proposed amount is very favorable in relation to the project costs at just 3.65% of the estimated cost of \$2.01 million. A typical cost for this scope of work would normally be in the range of 6%-8% of estimated project costs.

Blu Line is very familiar with Santaquin City park facilities, standards, etc. and is therefore well situated to complete this work for us for this favorable design fee amount. Blu Line has successfully completed several projects for Santaquin City in the past. They completed the last parks master plan update as well as the recent updated design work for the Harvest View Park.

I am happy to answer any questions you may have on this item.

Recommended Motion:

Motion to award a contract to Blu Line Designs for final design of the pickleball courts, a restroom, landscaping, and the south parking lot for the next phase of Harvest View Park in an amount not to exceed \$73,470.00.







HARVEST VIEW DRIVE CURRENTLY UNDER CONSTRUCTION BY DEVELOPER

Summit Ridge Parkway







ltem # 14.