

Tuesday, September 07, 2021, at 7:00 PM Court Room/Council Chambers (2nd Floor) and Online

MEETINGS HELD IN PERSON & ONLINE

The public is invited to participate as outlined below:

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

PUBLIC COMMENT & PUBLIC HEARING PARTICIPATION

As with all City Council and Planning Commission Meetings, we continue to invite the public to provide "Public Comment" (30-minute duration, maximum of 5-minutes per comment) during public forum when it is placed on an agenda. We also continue to hold Public Hearings, as needed, and required on specific issues.

With the post-pandemic restoration of public gatherings, Santaquin City is pleased to restore prepandemic meeting protocols by inviting the public to participate in-person. For those interested in providing public comment, we invite you to sign up on the Public Forum Speaker Sheet.

For those who are unable to attend in person, we invite you to submit your comments by email to PublicComment@Santaquin.org wherein they will be distributed to the Mayor and City Council Members for review and consideration. However, they will not be read during the meeting.

To review the Santaquin City Council Meeting Protocols, please go to the following link: https://www.santaquin.org/citycouncil/page/santaquin-city-council-protocols.

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. 08-17-2021 Council Work Session Minutes
- 2. 08-17-2021 Council Meeting Minutes
- 3. 08-24-2021 Special Council Meeting Minutes

Bills

4. Invoice Register - 09-07-2021 - \$1,272,573.09

PUBLIC FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS

Recognitions

- 5. New Employee Introductions (Since COVID) Raymond Bond & Brayden Williams
- 6. Volunteer of the Month Kyle & Lena Vincent
- 7. URPA Recreation Department of the Year Award Community Services Department

Public Forum

BUILDING PERMIT & BUSINESS LICENSE REPORT

NEW BUSINESS

- 8. Resolution 09-11-2021 A Resolution Honoring the Sacrifices of Utah's First Responders on the Twentieth Anniversary of the September 11th Terrorist Attacks and Memorializing the Tragic Events of that Day
- Ordinance 09-01-2021 An Ordinance Approving the Rezone of Property at 94 W. Main Street from Central Business District (CBD) to Main Street Commercial (MSC)
- 10. Ordinance 09-02-2021 An Ordinance Establishing the Commercial Light Manufacturing (CLM) Zone
- 11. Ordinance 09-03-2021 An Ordinance Approving the Rezone of Property at 580 W. Main Street from Residential Commercial (RC) to Main Street Commercial (MSC), from Residential Commercial (RC) to Commercial Light Manufacturing (CLM), and Residential (R-10) to Residential Commercial (RC)
- 12. Resolution 09-01-2021 A Resolution Approving the Ercanbrack Master Development Agreement (580 W. Main Street)
- 13. Resolution 09-02-2021 A Resolution Approving an Addendum to the Development Agreement with Cortland Park, LLC. for the development known as Orchard Vistas (S.E. Corner of 200 N. 400 E.)
- 14. Discussion and Possible Action Summit Ridge 8-Lot Commercial Subdivision Preliminary Plan
- 15. Discussion and Possible Action Grey Cliffs Mass Grading Conditional Use Permit
- 16. Discussion and Possible Action Funding of the Summit Ridge Irrigation Tank Project Components

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 Notice Website.

RV.

K. Aaron Shirley, City Recorder



CITY COUNCIL WORK SESSION MEETING

Tuesday, August 17, 2021, at 5:30 PM Court Room/Council Chambers (2nd Floor) and Online

Minutes

ROLL CALL

PRESENT
Mayor Kirk Hunsaker
Council Member Nick Miller
Council Member Betsy Montoya
Council Member Lynn Mecham

ABSENT

Council Member David Hathaway Council Member Jennifer Bowman

PLEDGE OF ALLEGIANCE

Led by Art Adcock.

INVOCATION/INSPIRATIONAL THOUGHT

Offered by Lynn Mecham.

DISCUSSION ITEMS

1. USU Outstanding Professional Achievement Award - John Bradley

This award was recognized by Assistant City Manager Norm Beagley that was received Community Services Director John Bradley from Utah State University for what he gives back to the community especially for students within Utah State University Department of Kinesiology and Health Science.

2. Discuss Parks, Trails, and Open Space Master Plan Update

Assistant City Manager Norm Beagley presented the discussion of the parks, trails, and open space master plan update and asked whether or not the Council wanted to use Blueline moving forward with potential to go out to bid if estimates were not favorable.

A discussion was had between staff and Council.

3. Discuss Park Strip & Watering Issues

City Manager Reeves said that this was an issue brought to Council Member Montoya by a resident on what could be required on park strips in the context of the drought and watering issues. Reeves explained there was a spectrum between xeroscaping, xeriscaping, and requiring grass on park strips within developments and that if Council chose they could change code to add more flexibility to what could be placed in development park strips moving forward though nothing could be done to affect CCNR's already in effect.

A discussion was had between staff and Council.

4. Bail Schedule Updates Discussion

Operations Manager Dennis Marker presented his work with Attorney Brett Rich on the bail schedule which shows the severity of the offenses and code references for law enforcement and the courts to use when prosecuting according to city code. A large effort was undertaken to comb through city code and ensure that the code references were correct after changes to code standards and that offense severity was appropriate for the code violations on the bail schedule. This included taking a lot of offenses down from a misdemeanor to an infraction when the goal of the penalty was not to put the individual in jail like not having an animal properly licensed for example. Work was also done to ensure that current city code reflects updates to state code.

5. Review Upcoming Agenda Items

Hunsaker, Mayor

Consent agenda items for the award for the SCBA compressor for the fire department and the lease agreement with Zions Bank for this year's vehicle lease was presented.

ADJOURNMENT

ATTEST:

K. Aaron Shirley, Cit

Item # 1.



CITY COUNCIL REGULAR MEETING

Tuesday, August 17, 2021, at 7:00 PM Court Room/Council Chambers (2nd Floor) and Online

Minutes

ROLL CALL

PRESENT
Mayor Kirk Hunsaker
Council Member Nick Miller
Council Member Betsy Montoya
Council Member Lynn Mecham

ABSENT

Council Member David Hathaway Council Member Jennifer Bowman

PLEDGE OF ALLEGIANCE

Led by Lynn Mecham.

INVOCATION / INSPIRATIONAL THOUGHT

Offered by Betsy Montoya.

DECLARATION OF ANY CONFLICT OF INTEREST

Mayor Hunsaker is an employee only and not an owner of a company that is on the agenda.

CONSENT AGENDA (MINUTES, BILLS, ITEMS)

Minutes

- 1. 08-03-2021 Council Work Session Minutes
- 2. 08-03-2021 Council Meeting Minutes

Bills

3. Invoice Register - 08-17-2021 - \$463,513.34

Items

- 4. Award Graham Fire SCBA Compressor for Fire Department
- 5. Resolution 08-06-2021 FY2021-22 Auto Lease Agreement

Motion made by Council Member Miller to approve the consent agenda.

Seconded by Council Member Mecham.

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

PUBLIC FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS

Recognitions

6. Introduction of the New Miss Santaquin Royalty

New Miss Santaquin Royalty introduced themselves to the Council: Molly Mortensen Miss Santaquin, Jade Haymore 1st Attendant, Karen Rowley 2nd Attendant. They expressed their excitement for serving the community in the coming year.

7. Business of the Month - Farmyard Fresh

The Payson Santaquin Chamber of Commerce recognized Farmyard Fresh for their efforts in getting the hometown market up and running in Santaquin as well as the breakfast club for bringing topics to discuss with local businesses to improve and learn from each other. Farmyard Fresh thanked the community for stepping up to help their business as they struggled with illness this summer.

8. New Employee Introductions - Megan Wilson

Megan Wilson, the new engineer in training (EIT) was introduced to the Council by City Engineer Jon Lundell who has been helping a lot with subdivision plans. Megan introduced herself, she's from a small town called Moses Lake, Washington and just graduated from BYU in December of 2020.

Awards

9. CM/GC Award - Summit Ridge Tank & Booster

Assistant City Manager Norm Beagley explained the process of going out to bid:

"We received a total of 4 competitive proposals for CM/GC Services for the new Summit Ridge pressure irrigation tank, booster pump station, and water lines. The evaluation committee carefully considered and evaluated all 4 of the proposals that were submitted. As a note, the evaluation committee consisted of myself, Council Member, Lynn Mecham, City Engineer, Jon Lundell, Public Works Director, Jason Callaway, and Hansen, Allen, & Luce staff. The evaluation committee members were impressed with the interest in our project from construction firms. We were also impressed with the quality of the proposals and with the great qualifications of all the submitting firms. From the evaluation committee's scoring of those submitted proposals, we recommend that the Council award the contract for the new Summit Ridge pressure irrigation tank, booster pump station, and water lines construction to the low bidder, VanCon, Inc., in an amount of \$320,000.00. As you know, VanCon, Inc. successfully completed our east side (Zone 11E) \$3.6M pressure irrigation tank and booster pump projects in 2018-2019 on time and under budget. During this previously completed project, VanCon helped save the City over \$150,000. They facilitated these savings through construction efficiencies, value engineering, and effective project management. For your review and consideration, I have attached the evaluation committee's scoring sheet as well as a sheet showing a summary of all the submitting firm's proposed costs. With their qualifications, and their proposed costs, VanCon is the best value for the city as our CM/GC on this project. It should be noted that this proposed award amount is only for VanCon to help with the design services, assisting Hansen, Allen, & Luce and the City with constructability, risk mitigation, etc., and for the supervisory and management work for the construction project. As the design progresses and the final design is completed, we will bring to the Council, for your future consideration, a Guaranteed Maximum Price (GMP) from VanCon for the full construction cost of the project."

Council Member Mecham commented that he was a part of the bid evaluation process, was impressed by the bids, and he endorsed this decision. Council Member Montoya also said that there is a lot of detail that goes into the bidding process and having participated in the bidding evaluation process felt reassured about the decision.

Motion made by Council Member Mecham to award the CM/GC Services for the new Summit Ridge pressure irrigation tank, booster pump station, and water lines to VanCon, Inc. in an amount not to exceed \$320,000.00.

Seconded by Council Member Miller.

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

10. Design Contract Award - Center Street CDBG Funded Storm Drain Project

Assistant City Manager Norm Beagley explained the background to this project:

"In 2020, Santaquin City was awarded \$235,000.00 from the Mountainland Association of Governments (MAG) through the Utah County, Community Development Block Grant (CDBG) program. These funds are approved to be used for a storm drainage project on Center Street between approximately 25 North and 100 North. The City's portion of the work is a 25% project match. Santaquin's matching costs will be approximately \$80,000. This amount (\$80,000) is currently budgeted in our 2022 final budget. The MAG funds (\$235,000.00) are available now. We have need to construct these drainage improvements during the 2022 construction/paving season. Therefore, we need to start the design work soon. As we start the design work now, the project design will be ready for construction bidding early in the 2022 calendar year, allowing for construction during the 2022 construction/paving season. For your review, I have provided J-U-B's proposed project scope, fee, and schedule. J-U-B designed all three of the previous phases of the Main Street Improvements project and has now commenced with the design work for the last two phases. As this project is immediately adjacent to and could be somewhat connected into the Main Street improvements. J-U-B is well suited to commence with the design for these Center Street storm drain improvements. We have reviewed J-U-B's proposed scope, fee, and schedule with the staff at MAG. They, as well as City staff, are comfortable with their proposal for design of this Center Street storm drain improvements project. J-U-B's design costs are in line with industry standards for engineering design services for retrofit/reconstruct transportation and storm drain projects of this nature, with an overall percentage of 13.3% of the estimated project costs of \$315,000. Industry costs for this type of work and for a smaller sized project, such as this, typically fall within a range from 10% - 15%. As a municipality, Santaguin City is authorized to utilize UDOT's engineering services pool. J-U-B Engineers is currently on UDOT's pool of approved engineering firms for this work. Therefore, they are fully pregualified to perform this design for Santaguin City. Historically, utilizing the UDOT prequalified engineering pool has served the city well. Therefore, we recommend that same approach for engineering services for this project."

A discussion was had between staff and Council.

Motion made by Council Member Montoya to approve a contract with J-U-B Engineers for the Center Street Storm Drainage Improvements design in a not to exceed amount of \$41,811.00.

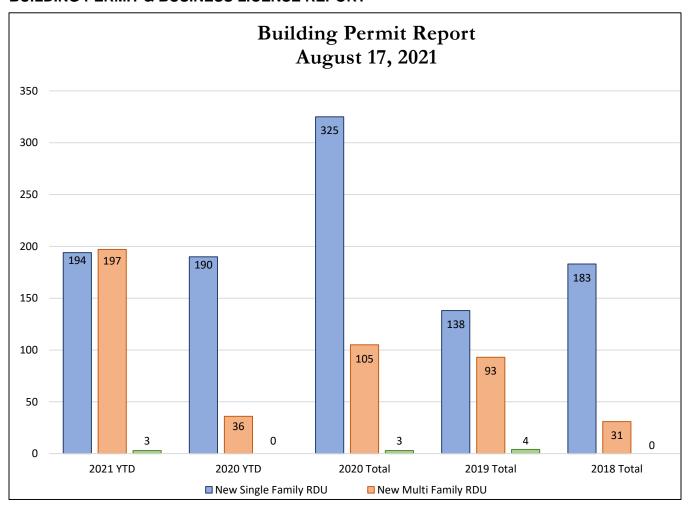
Seconded by Council Member Miller.

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

Public Forum

No public comments.

BUILDING PERMIT & BUSINESS LICENSE REPORT



New Business Licenses

Name	Owner	Address	Description	BL#
Learn With Me	Heidi Ross	59 S. 300 W.	Preschool	BL-4536

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

City Manager Benjamin Reeves

- Thanked all the volunteers and staff for Orchard Days. Community Services has great ideas, passion, and is bringing a lot of value to the community.
- Thursday August 19th, 2021 is the General Plan Open House will take place at 7 PM at C.S. Lewis and encouraged the public to let their voices be heard.

Assistant City Manager Norm Beagley

Highland Drive/Canyon Road is open and working great.

Community Development Director Jason Bond

- Reiterated that Thursday August 19th, 2021, at 7 PM at C.S. Lewis Academy there will the General Plan Open House and wants the public to have their voice be heard. The consultant for the active transportation plan will be there as well.
- Pace of development is picking up, there is a lot of applications moving forward with six public hearings for the next Planning Commission meeting on August 24th, 2021.
- Council Member Montoya asked where the Planning Commission was in terms of responding to all the public comments on the Peterson Property. Bond replied that there is a meeting that is being set up for later this week to digest all the public comments and apply the direction into the Petersen Property concept plan to be brought to a future Planning Commission meeting.

REPORTS BY MAYOR AND COUNCIL MEMBERS

Mayor Hunsaker

- With the help of Operations Manager Dennis Marker, he was able to get a contact in Washington, D.C. but he was only a liaison between federal highways and congress but asked for him to send information. Then they found out that the interlocal agreement between the county and the Forest Service is just for surface fixes like potholes.
- Wanted to commend the Planning Commission for how they handled the last meeting.
- City has ordered 50 trees and they will be planted in the future.

Council Member Miller

- 2021 Orchard Days had 2,239 participants on Friday night with 1,778 paid attendees at the
 rodeo. There were 3,670 paid attendees at the rodeo Saturday night which signifies the best
 turnout ever for Orchard Days and the rodeo. These numbers came from pre-registration
 software, square card readers, and cash paid for tickets.
- Community Services Director John Bradley and his staff did a great job on Orchard Days.

Council Member Montoya

- Great turn out at the Miss Santaguin pageant with 11 contestants.
- Youth City Council had a huge part of volunteering in Orchard Days.

Council Member Mecham

 Attended a water district meeting and was became aware the seriousness of the termed 'megadrought' in the mid-west and how that is affecting municipalities. Encouraged residents to be responsible and mindful of their water use.

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

Motion made by Council Member Miller to adjourn at 8:04 PM.

Seconded by Council Member Mecham.

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

ATTEST:

Ki∕rk Hunsaker. Mavor

K. Aaron Shirley, City Recorder



CITY COUNCIL SPECIAL MEETING - CANVASS ELECTION RESULTS - 2021 MUNICIPAL PRIMARY ELECTION

Tuesday, August 24, 2021, at 5:30 PM Court Room/Council Chambers (2nd Floor) and Online

Minutes

ROLL CALL

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

NEW BUSINESS - REMINDER THERE IS NO PUBLIC FORUM

1. Canvass Election Results - 2021 Municipal Primary Election

City Recorder Aaron Shirley presented the following:

"Mayor & Council, In accordance with Utah State Code Ann. §20A-4-301(2) and §20A-4-304-(1)(c) the City Council must act within its powers as the board of municipal canvassers for Santaquin City and "certify the vote totals for persons... within ... the board's jurisdiction" Before you is the canvass report, received August 24th, 2021, completed by Utah County Clerk/Auditor's Election's Department containing the final results of the 2021 Municipal Primary Election for Santaquin City and are before you for your certification"

Motion made by Council Member Bowman to certify the canvass report of vote totals for the 2021 Municipal Primary Election of Santaguin City.

Seconded by Council Member Hathaway.

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

ADJOURNMENT

Motion made by Council Member Montoya to adjourn at 5:34 PM.

Seconded by Council Member Bowman.

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

Kirk Hunsaker, Mayor

K. Aaron Shirley, City Recorder

Utah County

STATISTICS

	TOTAL
Registered Voters - Total	6,830
Ballots Cast - Total	2,108
Voter Turnout - Total	30.86%

Utah County

Santaquin Mayor Vote For 1

August 10, 2021

	TOTAL	VOTE %
DANIEL M OLSON	1,336	63.59%
JODY REID	483	22.99%
NICK MILLER	282	13.42%
Total Votes Cast	2,101	100.00%

Santaquin City Council

	TOTAL	VOTE %	
ARTHUR (ART) ADCOCK	934	24.08%	
JEFF SIDDOWAY	922	23.77%	
BETSY MONTOYA	864	22.27%	
MICHEAL WEIGHT	723	18.64%	
NICCI MCNEFF	436	11.24%	
Total Votes Cast	3,879	100.00%	

Utah County

SQ01

STATISTICS

TOTAL

Registered Voters - Total	1,919
Ballots Cast - Total	503
Voter Turnout - Total	26.21%

Santaquin Mayor

Vote For 1

	TOTAL	VOTE %
DANIEL M OLSON	335	66.60%
JODY REID	93	18.49%
NICK MILLER	75	14.91%
Total Votes Cast	503	100.00%

Santaquin City Council

	TOTAL	VOTE %
ARTHUR (ART) ADCOCK	285	30.25%
BETSY MONTOYA	241	25.58%
JEFF SIDDOWAY	192	20.38%
MICHEAL WEIGHT	133	14.12%
NICCI MCNEFF	91	9.66%
Total Votes Cast	942	100.00%

Utah County

SQ02

STATISTICS

TOTAL

Registered Voters - Total	2,752
Ballots Cast - Total	892
Voter Turnout - Total	32.41%

Santaquin Mayor

Vote For 1

	TOTAL	VOTE %
DANIEL M OLSON	585	66.03%
JODY REID	187	21.11%
NICK MILLER	114	12.87%
Total Votes Cast	886	100.00%

Santaquin City Council

	TOTAL	VOTE %
JEFF SIDDOWAY	404	24.68%
MICHEAL WEIGHT	379	23.15%
ARTHUR (ART) ADCOCK	376	22.97%
BETSY MONTOYA	289	17.65%
NICCI MCNEFF	189	11.55%
Total Votes Cast	1,637	100.00%

Utah County

SQ03

STATISTICS

TOTAL

Registered Voters - Total	1,356
Ballots Cast - Total	497
Voter Turnout - Total	36.65%

Santaquin Mayor

Vote For 1

	TOTAL	VOTE %
DANIEL M OLSON	297	59.88%
JODY REID	151	30.44%
NICK MILLER	48	9.68%
Total Votes Cast	496	100.00%

Santaquin City Council

	TOTAL	VOTE %
JEFF SIDDOWAY	250	27.41%
BETSY MONTOYA	227	24.89%
ARTHUR (ART) ADCOCK	182	19.96%
MICHEAL WEIGHT	141	15.46%
NICCI MCNEFF	112	12.28%
Total Votes Cast	912	100.00%

Utah County

SQ04

STATISTICS

TOTAL

Registered Voters - Total	803
Ballots Cast - Total	216
Voter Turnout - Total	26.90%

Santaquin Mayor

Vote For 1

	TOTAL	VOTE %
DANIEL M OLSON	119	55.09%
JODY REID	52	24.07%
NICK MILLER	45	20.83%
Total Votes Cast	216	100.00%

Santaquin City Council

	TOTAL	VOTE %
BETSY MONTOYA	107	27.58%
ARTHUR (ART) ADCOCK	91	23.45%
JEFF SIDDOWAY	76	19.59%
MICHEAL WEIGHT	70	18.04%
NICCI MCNEFF	44	11.34%
Total Votes Cast	388	100.00%

2021 Primary Election Statistics

Santaquin

Active Registered Voters	6830	
By Mail Ballots Sent	6990	
Ballots Counted	2108	30.86% turnout
By Mail Ballots Not Accepted (Not Counted)	38	
Returned Unsigned	8	
Signatures Did Not Match the Voter Record	6	
Empty Envelopes	0	
Returned Past Deadline	24	
Voted In Person (Early Voting and Election Day)	7	0.33% of ballots cast
Emergency Ballots	0	
Emergency Absentee Ballots Issued	0	
Emergency Absentee Ballots Counted	0	
Provisional Ballots Issued	0	
Provisional Ballots Counted	0	
Same Day Registration (No Prior Registration)	0	
Provisional Ballots Not Accepted	0	
Already Voted on Absentee Ballot or Voted Early	0	
Incomplete Information on Form	0	
No Proof of Residency	0	

<u>Invoice No.</u> 1235	Vendor 6-STAR INSTALLATIONS & SALES	<u>Check No.</u> 84409	Ledger <u>Date</u> 8/19/2021	Due <u>Date</u> 8/12/2021	<u>Amount</u> \$240.00	Account No.	Account Name.	<u>Description</u>
					240.00	7657742	EMS - CAPITAL-VEHICLES & E	Radio Installation of 800 in HB 144
5654	A DEZIGN	84572	9/3/2021	8/20/2021	\$1,032.50 1,032.50	7657244	UNIFORMS	Department T-shirts
1544-392686	ADVANCE AUTO PARTS	84410	8/19/2021	6/8/2021	\$42.50 42.50	1070250	EQUIPMENT MAINTENANCE	Fuel module for AJ's truck
1544-396731	ADVANCE AUTO PARTS	84410	8/19/2021	8/3/2021	\$26.45 26.45	5140250	EQUIPMENT MAINTENANCE	Serpentine belt for Denny's truck
1544-396735	ADVANCE AUTO PARTS	84410	8/19/2021	8/3/2021	\$18.30 18.30	5140250	EQUIPMENT MAINTENANCE	Wipers for Denny's truck
1544-397062	ADVANCE AUTO PARTS	84410	8/19/2021	8/9/2021	\$74.97 74.97	1070250	EQUIPMENT MAINTENANCE	Grease for mowers
1544-397199	ADVANCE AUTO PARTS	84410	8/19/2021	8/10/2021	\$37.04 37.04	1043250	EQUIPMENT MAINTENANCE	Brakes for Expedition
1544-397208	ADVANCE AUTO PARTS	84410	8/19/2021	8/10/2021	\$56.30 56.30	7657250	FIRE - EQUIPMENT MAINTEN	Headlight replacement bulb BC Rig
1544-397631	ADVANCE AUTO PARTS	84459	8/27/2021	8/17/2021	\$356.40 356.40	7657250	FIRE - EQUIPMENT MAINTEN	Batteries Engine 145
1544-397709	ADVANCE AUTO PARTS	84459	8/27/2021	8/18/2021	\$249.72 249.72	5140250	EQUIPMENT MAINTENANCE	Brakes for Pat's truck
1544-397716	ADVANCE AUTO PARTS	84459	8/27/2021	8/18/2021	\$113.07 113.07	5140250	EQUIPMENT MAINTENANCE	Brake parts for Pat's truck
1544-397720	ADVANCE AUTO PARTS	84459	8/27/2021	8/18/2021	(\$98.97) -98.97	5140250	EQUIPMENT MAINTENANCE	Brake parts return for Pat's truck
1544-398207	ADVANCE AUTO PARTS Vendor Total:	84459	8/27/2021	8/24/2021	\$116.57 116.57 \$992.35	1070250	EQUIPMENT MAINTENANCE	Battery for parks truck
SEPT2021	AUTHORIZE.NET	9999	9/2/2021	9/2/2021	\$25.00 25.00	6740650	CREDIT CARD FEES	GAteway fee for REC1 Credit Card Transacations - Sept 2021
044247-30671	BIG O' TIRES - SANTAQUIN	84412	8/19/2021	8/10/2021	\$74.99 74.99	1054250	EQUIPMENT MAINTENANCE	Oil Change
1239715	BLACKSTONE PUBLISHING	84573	9/3/2021	8/17/2021	\$486.10 486.10	7240760	OTHER GRANT EXPENSES	Library Grant-Books
VF6617	BLUE STAKES	84413	8/19/2021	8/11/2021	\$125.96 62.98 62.98	5140240 5440240	SUPPLIES SUPPLIES	Marking paint Marking paint
VG3762	BLUE STAKES	84460	8/27/2021	8/20/2021	\$121.97 121.97	1070300	PARKS GROUNDS MAINTENA	Sprinkler parts
	Vendor Total:				\$247.93			
55545	BLUELINE BACKGROUND SCREEN	84574	9/3/2021	8/31/2021	\$450.00 450.00	1043310	PROFESSIONAL & TECHNICA	New Hire Drug Testing
TRAVEL - 08262	BOND, VAN	84461	8/27/2021	8/29/2021	\$186.16 186.16	5240230	EDUCATION, TRAINING & TRA	Rural Water Conference

<u>Invoice No.</u> 1648231	Vendor BONNEVILLE INDUSTRIAL SUPPLY C	<u>Check No.</u> 84462	Ledger <u>Date</u> 8/27/2021	Due <u>Date</u> 8/23/2021	<u>Amount</u> \$33.72	Account No.	Account Name.	<u>Description</u>
1040231	BONNEVILLE INDUSTRIAL SUPPLY C	04402	0/2//2021	0/23/2021		5140240	SUPPLIES	Safety glasses for Bart
0394	BRUCE FARNSWORTH CONSTRUCTI	84414	8/19/2021	2/8/2021	\$2,227.50 2,227.50	4140704	NEW CITY HALL	House demo at new city hall site
0476	BRUCE FARNSWORTH CONSTRUCTI	84414	8/19/2021	8/2/2021	\$240.00 240.00	6240260	RODEO EXPENSE	Audio Screen
0488	BRUCE FARNSWORTH CONSTRUCTI	84414	8/19/2021	8/10/2021	\$240.00 240.00	6240260	RODEO EXPENSE	Audio Screen
	Vendor Total:				\$2,707.50			
80243	BUFFO'S TERMITE & PEST CONTROL	84575	9/3/2021	8/24/2021	\$170.00 170.00	1070300	PARKS GROUNDS MAINTENA	Vole control soccer field
083121	CENTRACOM INTERACTIVE	84576	9/3/2021	8/9/2021	\$3,287.87 3,287.87	1051280	TELEPHONE	Phone/Internet Service
UP31915	CENTURY EQUIPMENT COMP	84415	8/19/2021	8/13/2021	\$158.12 158.12	1060250	EQUIPMENT MAINTENANCE	Filters for backhoe
081821A	CENTURYLINK	84416	8/19/2021	8/7/2021	\$67.64 67.64	4340240	TELEPHONE & INTERNET	Land Line - Museum Alarm
081821B	CENTURYLINK	84416	8/19/2021	8/7/2021	\$181.17 181.17	4340240	TELEPHONE & INTERNET	Land line - PS building (emergency phone, elevator &
	Vendor Total:				\$248.81			alarm)
21H0257	CHEMTECH-FORD, INC	84417	8/19/2021	8/12/2021	\$80.00 80.00	5240310	PROFESSIONAL & TECHNICA	Effluent testing
21H0689	CHEMTECH-FORD, INC	84463	8/25/2021	8/18/2021	\$80.00 80.00	5240310	PROFESSIONAL & TECHNICA	Effluent testing
21H1147	CHEMTECH-FORD, INC	84463	8/27/2021	8/25/2021	\$80.00 80.00	5240310	PROFESSIONAL & TECHNICA	Effluent testing WRF
21H1150	CHEMTECH-FORD, INC	84463	8/25/2021	8/18/2021	\$100.00 100.00	5140310	PROFESSIONAL & TECHNICA	Water testing
21H1152	CHEMTECH-FORD, INC	84463	8/27/2021	8/18/2021	\$40.00 40.00	1022450-418	(INSP)[Plat D]FOOTHILL VILLA	BacT testing
21H1154	CHEMTECH-FORD, INC	84463	8/27/2021	8/18/2021	\$80.00 80.00	1022450-507	(INSP) [Plat X]FOOTHILL VILLA	Chemtech BacT Testing
21H1624	CHEMTECH-FORD, INC	84463	8/27/2021	8/25/2021	\$100.00 100.00	5140310	PROFESSIONAL & TECHNICA	water testing
21H1625	CHEMTECH-FORD, INC	84577	9/3/2021	8/25/2021	\$60.00 60.00	1022450-418	(INSP)[Plat D]FOOTHILL VILLA	Foothill Village Phase D BacT Testing
	Vendor Total:				\$620.00			resung
PR081421-7171	CHILD SUPPORT SERVICES/ORS	84405	8/20/2021	8/20/2021	\$140.31 140.31	1022420	GARNISHMENTS	Garnishment - Child Support
PR082821-7171	CHILD SUPPORT SERVICES/ORS	84531	9/3/2021	9/3/2021	\$140.31 140.31	1022420	GARNISHMENTS	Garnishment - Child Support
	Vendor Total:				\$280.62			
TRAVEL - 08262	CHILD, TANNER	84464	8/27/2021	8/29/2021	\$186.16 186.16	5240230	EDUCATION, TRAINING & TRA	Rural water training

Invoice No. Augt2021	Vendor CYBER SERVE	<u>Check No.</u> 9999	Ledger Date 9/2/2021	Due <u>Date</u> 9/2/2021	<u>Amount</u> \$288.18	Account No.	Account Name.	<u>Description</u>
Augizozi	OTBEN SERVE	9999	9/2/2021	9/2/2021	288.18		CREDIT CARD FEES	Credit Card Admin Fees Aug 2021
17-254	DAHLQUIST, DAVID	84465	8/27/2021	8/24/2021	\$714.00 714.00	1042310	PROFESSIONAL & TECHNICA	Judge Services
CY2020 - Q1	DIVISION OF WASTE MANAGEMENT	84466	8/27/2021	8/26/2021	\$125.00 125.00	1062240	SUPPLIES	Quarterly fee report
CY2020 - Q2	DIVISION OF WASTE MANAGEMENT	84466	8/27/2021	8/26/2021	\$125.00 125.00	1062240	SUPPLIES	Quarterly fee report
CY2020 - Q3	DIVISION OF WASTE MANAGEMENT	84466	8/27/2021	8/26/2021	\$125.00 125.00	1062240	SUPPLIES	Quarterly fee report
CY2020 - Q4	DIVISION OF WASTE MANAGEMENT	84466	8/27/2021	8/26/2021	\$125.00 125.00	1062240	SUPPLIES	Quarterly fee report
	Vendor Total:				\$500.00			
082721	DOMINION ENERGY INC.	84578	9/3/2021	8/26/2021	\$144.67 20.08 7.65 28.94 30.00 30.01 7.16	1051270 1051270 1051270 1051270 1051270 1051270	UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES	1205 N CENTER STREET 200 S 400 W 275 W MAIN STREET 45 W 100 S 55 W 100 S 98 S CENTER STREET
					20.83	5240500	WRF - UTILITIES	1215 N CENTER STREET
2249	DONE RITE LINES, LLC	84467	8/25/2021	8/6/2021	\$5,116.00 5,116.00	4540200	ROAD MAINTENANCE	School Crossings
Refund: 1711980	DR HORTON	84502	8/30/2021	8/30/2021	\$16.61 16.61	5113110	ACCOUNTS RECEIVABLE	Refund: 1711980 - DR HORTON
Refund: 1712310	DR HORTON	84501	8/30/2021	8/30/2021	\$45.02 45.02	5113110	ACCOUNTS RECEIVABLE	Refund: 1712310 - DR HORTON
Refund: 1712390	DR HORTON	84500	8/30/2021	8/30/2021	\$62.68 62.68	5113110	ACCOUNTS RECEIVABLE	Refund: 1712390 - DR HORTON
Refund: 5213490	DR HORTON	84498	8/30/2021	8/30/2021		5113110	ACCOUNTS RECEIVABLE	Refund: 5213490 - DR HORTON
Refund: 5213890	DR HORTON	84499	8/30/2021	8/30/2021	\$273.52 273.52	5113110	ACCOUNTS RECEIVABLE	Refund: 5213890 - DR HORTON
COMM38752021	EDUCATORS HEALTH PLANS LIFE, A	9999	8/27/2021	8/25/2021	\$69,106.08 63,891.28	1022500	HEALTH INSURANCE	Health Insurance Premium - Sept 2021
					4,660.90	1022501	DENTAL	Dental Insurance Premium - Sept 2021
					553.90	1022508	VISION	Vision Insurance Premium - Sept 2021
PR081421-383	EFTPS	9999	8/20/2021	8/20/2021	\$37,819.37 21,357.34 4,994.86 11,467.17	1022210 1022210 1022220	FICA PAYABLE FICA PAYABLE FEDERAL WITHHOLDING PAY	Social Security Tax Medicare Tax Federal Income Tax
PR082821-383	EFTPS		9/3/2021	9/3/2021	\$44,122.37 24,305.06	1022210	FICA PAYABLE	Social Security Tax

Invoice No.	Vendor	Check No.	Ledger <u>Date</u>	Due <u>Date</u>	Amount 5,684.22 14,133.09	Account No. 1022210 1022220	Account Name. FICA PAYABLE FEDERAL WITHHOLDING PAY	<u>Description</u> Medicare Tax Federal Income Tax
	Vendor Total:				\$81,941.74			
20124238	EPIC ENGINEERING	84418	8/19/2021	7/31/2021	\$734.00 734.00	1022450-343	(INSP)[Plat G-4]THE ORCHAR	Epic Engineering Testing
20124239	EPIC ENGINEERING	84418	8/19/2021	7/31/2021	\$159.00 159.00	1022450-354	(INSP)[Plat H]FOOTHILL VILLA	Epic Engineering Testing
20124241	EPIC ENGINEERING	84418	8/19/2021	7/31/2021	\$681.00 340.50 340.50	1022450-311 1022450-351	(INSP) [Plat F]THE HILLS @ S (INSP)[Plat L]THE HILLS	Epic Engineering Testing Epic Engineering Testing
20124242	EPIC ENGINEERING	84418	8/19/2021	7/31/2021	\$524.00 524.00	1022450-420	(INSP)[Plat R & R-2]FOOTHILL	Epic Engineering Testing
20124244	EPIC ENGINEERING	84418	8/19/2021	7/31/2021	\$282.00 282.00	1022450-480	(INSP)McMULLIN RESIDENTIA	Epic Engineering Testing
	Vendor Total:				\$2,380.00			
CASH BOND - 0	FARLEY, BRETT	84419	8/19/2021	8/12/2021	\$1,000.00 1,000.00	1022450-195	(EX-P) KENYON FARLEY - 400	Road Cut Bond Release
102	FIRETECH APPARATUS REPAIR LLC	84579	9/3/2021	8/30/2021	\$425.00 425.00	7657250	FIRE - EQUIPMENT MAINTEN	Repairs to Fire Apparatus
21-243	FORENSIC NURSING SERVICES, INC	84420	8/19/2021	8/10/2021	\$130.00 130.00	1054311	PROFESSIONAL & TECHNICA	Suspect Drug testing
8211	GARAGE DOOR MAN	84421	8/19/2021	8/13/2021	\$440.00 440.00	1051300	BUILDINGS & GROUND MAIN	Garage door repair and Service
17-250	GARCIA, MARTHA	84457	8/19/2021	8/17/2021	\$660.00 660.00	1022430	COURT FINES AND FORFEITU	Bail Refund
44913	HANSEN, ALLEN & LUCE, INC	84580	9/3/2021	8/31/2021	\$1,295.31 154.14	1022450-418	(INSP)[Plat D]FOOTHILL VILLA	
					1,141.17	1048310	PROFESSIONAL & TECHNICA	pressure analysis Scenic Ridge Subdivision water modeling
95709439	HENRY SCHEIN	84468	8/25/2021	8/12/2021	\$258.00 258.00	7657242	EMS - SUPPLIES	EMS Supplies
96900510	HENRY SCHEIN	84581	9/3/2021	8/2/2021	\$401.72			
	Vendor Total:				401.72 \$659.72	7657242	EMS - SUPPLIES	EMS Supplies
0552284783	HONEY BUCKET	84469	8/27/2021	8/23/2021	\$80.00 80.00	1077300	CEMETERY GROUNDS MAINT	notty for cemetery
0552284784	HONEY BUCKET	84469	8/27/2021	8/23/2021	\$80.00 80.00	1070300	PARKS GROUNDS MAINTENA	,
	Vendor Total:				\$160.00	1070000	TAURO GROOMBO WANTERA	poty for cowboys
SI128473	HOUSE OF MARBLES	84582	9/3/2021	8/18/2021	\$260.50 260.50	6340650	GIFT SHOP	Gift Shop Items
SF 171224	HUMPHRIES INC	84422	8/19/2021	8/10/2021	\$171.63 171.63	7657242	EMS - SUPPLIES	oxygen refills on tanks for EMS
SF 171894	HUMPHRIES INC	84583	9/3/2021	8/26/2021	\$127.42 127.42	5240240	SUPPLIES	Stainless rod for lift station jib crane

Item # 4.

Invoice No.	<u>Vendor</u> Vendor Total:	Check No.	Ledger <u>Date</u>	Due <u>Date</u>	<u>Amount</u> \$299.05	Account No.	Account Name.	<u>Description</u>
CASH BOND - 0	HYVE HOMES	84423	8/19/2021	8/10/2021	\$75,000.00			
0.10.1.20.12		020	0, 10, 202 1	0, 10,202 .	5,000.00	1022450-346	(BOND-LANDSCAPE)[Plat F-3	CASH LANDSCAPE BONDS
					5,000.00	1022450-363	(BOND-LANDSCAPE)[Plat G-3	CASH LANDSCAPE BONDS
					5,000.00	1022450-377	(BOND-LANDSCAPE)[Plat G3-	CASH LANDSCAPE BONDS
					5,000.00	1022450-385	(BOND-LANDSCAPE)[Plat G3 -	CASH LANDSCAPE BONDS
					5,000.00	1022450-387	(BOND-LANDSCAPE)[Plat G3-	CASH LANDSCAPE BONDS
					5,000.00	1022450-422	(BOND-LANDSCAPE)[Plat F3-I	CASH LANDSCAPE BONDS
					5,000.00	1022450-438	(BOND-LANDSCAPE)[Plat G3-	CASH LANDSCAPE BONDS
					5,000.00	1022450-439	(BOND-LANDSCAPE)[Plat G3-	CASH LANDSCAPE BONDS
					5,000.00	1022450-445	(BOND-LANDSCAPE)[Plat G-3-	CASH LANDSCAPE BONDS
					5,000.00	1022450-446	(BOND-LANDSCAPE)[Plat G-3-	CASH LANDSCAPE BONDS
					5,000.00	1022450-478	(BOND-LANDSCAPE)[Plat G3-	CASH LANDSCAPE BONDS
					5,000.00	1022450-489	(BOND-LANDSCAPE)[Plat G3-	CASH LANDSCAPE BONDS
					5,000.00	1022450-490	(BOND-LANDSCAPE)[Plat G3-	CASH LANDSCAPE BONDS
					5,000.00	1022450-495	(BOND-LANDSCAPE)[Plat G3-	CASH LANDSCAPE BONDS
					5,000.00	1022450-496	(BOND-LANDSCAPE)[Plat G3-	CASH LANDSCAPE BONDS
CASH BOND - 0	HYVE HOMES	84584	9/3/2021	8/31/2021	\$10,000.00		`	
ONOTI BOILD 0	THVETIONIES	0-100-1	3/0/2021	0/01/2021	5,000.00	1022450-398	(BOND-LANDSCAPE)[Plat F4-I	Landscape Bond Release
					5,000.00	1022450-423	(BOND-LANDSCAPE)[Plat G3-	Landscape Bond Release
	Vendor Total:				\$85,000.00	.022.00 .20	(20112 27 11 12 207 11 2)(1 11 11 20	
20034197-00	INDUSTRIAL SUPPLY	84585	9/3/2021	8/27/2021	\$403.58	5040040	OLIDDI IEO	0.64.11
					403.58	5240240	SUPPLIES	Safety Harness
54232421	INGRAM BOOK GROUP	84586	9/3/2021	8/10/2021	\$54.14			
					54.14	7240760	OTHER GRANT EXPENSES	books
54388659	INGRAM BOOK GROUP	84586	9/3/2021	8/19/2021	\$92.13			
					92.13	7240760	OTHER GRANT EXPENSES	books
54391857	INGRAM BOOK GROUP	84586	9/3/2021	8/19/2021	\$208.13			
0.00.00.		0.000	0,0,202.	0, 10, 202 1		7240760	OTHER GRANT EXPENSES	books
54442742	INGRAM BOOK GROUP	84586	9/3/2021	8/20/2021	\$897.22			
34442142	INGRAW BOOK GROOP	04300	9/3/2021	0/20/2021	897.22	7240760	OTHER GRANT EXPENSES	books
						7240700	OTTLER GRAINT EXTENDED	books
54467294	INGRAM BOOK GROUP	84586	9/3/2021	8/24/2021	\$52.15	7040700	OTHER ORANT EVPENIOES	h l
	Vandan Tatalı				52.15	7240760	OTHER GRANT EXPENSES	books
	Vendor Total:				\$1,303.77			
1015857717	INTERMOUNTAIN FARMERS, INC.	84424	8/19/2021	8/12/2021	\$85.00			
					85.00	1070300	PARKS GROUNDS MAINTENA	Spray for weeds in park strips
1015857866	INTERMOUNTAIN FARMERS, INC.	84424	8/19/2021	8/12/2021	\$569.96			
1010007000	in the land of the art of a time in to.	01121	0/10/2021	0/12/2021	569.96	1060240	SUPPLIES	Spray for weeds in retention
								basins
1015922095	INTERMOUNTAIN FARMERS, INC.	84470	8/27/2021	8/26/2021	\$170.98			
1013922093	INTERMOONTAINTARMERS, INC.	04470	0/21/2021	0/20/2021	170.98	1070300	PARKS GROUNDS MAINTENA	spray for weeds
	Vendor Total:				\$825.94	1070000	TARKS SKOSNES WARTER	spray for weeds
188595	JAY MECHAM'S COUNTRY GARBAGE	84446	8/19/2021	8/10/2021	\$999.00			
					999.00	6240260	RODEO EXPENSE	Garbages
23811	JOHNSON TRACTOR	84425	8/19/2021	8/5/2021	\$381.10			
					381.10	1070250	EQUIPMENT MAINTENANCE	Tines for arena groomer
082521	JOHNSON, STEVEN	84587	9/3/2021	8/17/2021	\$200.00			-
JUZUZ I	OCH NOON, OTEVEN	04007	3/3/2021	0/11/2021		7540630	OTHER SERVICES	CDL Reimbursement
					_00.00	. 3 . 0 0 0 0		

Invoice No. 0125361	Vendor JONES & DEMILLE ENGINEERING	<u>Check No.</u> 84426	Ledger <u>Date</u> 8/19/2021	Due <u>Date</u> 7/22/2021	<u>Amount</u> \$2,140.12	Account No.	Account Name.	<u>Description</u>
0125501	JONES & DEMILLE ENGINEERING	04420	6/19/2021	112212021	2,140.12	4540304	HIGHLAND DR CANYON ROA	Jones and Demille Construction Staking
083121	K. SHAWN PATTEN, ATT. AT LAW	84588	9/3/2021	8/31/2021	\$3,683.32 3,683.32	1042331	LEGAL	Public Defender Services
KM01949	KBARSAM BUCKLES & MORE	84589	9/3/2021	8/19/2021	\$230.00 230.00	6240260	RODEO EXPENSE	Rodeo Buckles 2
26685	KEITH JUDDS PRO-SERVICE, INC	84471	8/25/2021	7/19/2021	\$252.49 252.49	1054250	EQUIPMENT MAINTENANCE	Vehicle Service
26778	KEITH JUDDS PRO-SERVICE, INC	84471	8/25/2021	8/2/2021	\$25.00 25.00	5140250	EQUIPMENT MAINTENANCE	Emissions testing
	Vendor Total:				\$277.49			
INV516140	L.N. CURTIS & SONS	84472	8/25/2021	8/10/2021	\$2,330.00 2,330.00	7657250	FIRE - EQUIPMENT MAINTEN	SCBA Mask and Pack Testing
INV516844	L.N. CURTIS & SONS	84472	8/25/2021	8/12/2021	\$1,700.00 1,700.00	7657250	FIRE - EQUIPMENT MAINTEN	Extrication Equipment Service
	Vendor Total:				\$4,030.00			
17-172	LARA, PEGGIE	84473	8/25/2021	8/19/2021	\$50.00 50.00	1042310	PROFESSIONAL & TECHNICA	Interpreter Services
17-173	LARA, PEGGIE	84473	8/27/2021	8/24/2021	\$50.00 50.00	1042310	PROFESSIONAL & TECHNICA	Interpreter Services
	Vendor Total:				\$100.00			
17-253	LERWILL, AUSTIN	84474	8/27/2021	8/26/2021	\$18.50 18.50	1042310	PROFESSIONAL & TECHNICA	Witness Fees
EA1057989	LES OLSON COMPANY	84590	9/3/2021	8/31/2021	\$532.92 532.92	4340300	COPIER CONTRACT	Service Agreement & Copies
1281153	LEUPOLD & STEVENS, INC.	84475	8/25/2021	8/18/2021	\$4,603.50 4,603.50	1054730	CAPITAL PROJECTS	optic sights
SCHOLARSHIP -	MCDOWELL, EMME	84447	8/19/2021	8/17/2021	\$1,600.00 1,600.00	6440300	MISS SANTAQUIN SCHOLARS	2020 Royalty Attendant
REIMBURSE - 0	MCDOWELL, SUZANNE	84448	8/19/2021	8/17/2021	\$324.46 324.46	1043230	EDUCATION, TRAINING AND T	Γ Mileage Reimbursement
424	MEMORY LANE PHOTOGRAPHY	84449	8/19/2021	8/10/2021	\$378.75 378.75	6440200	PAGEANT EXPENSES	Pageant Posters and Marketing
17-255	MILLER, CHANDLER & HEIDI*	84476	8/27/2021	8/26/2021	\$18.50 18.50	1042310	PROFESSIONAL & TECHNICA	Witness Fees
REIMBURSE - 0	MILLER, SARAH JANE	84591	9/3/2021	8/19/2021	\$70.00 70.00	7540630	OTHER SERVICES	Food Safety Certficate
2542722	MOUNTAIN ALARM	84477	8/27/2021	9/1/2021	\$48.40 48.40	1051300	BUILDINGS & GROUND MAIN	Alarms at public safety
S104085970.001	MOUNTAINLAND SUPPLY	84427	8/19/2021	8/12/2021	\$112,150.52 37,383.51 37,383.51 37,383.50		METERS & MXU'S METERS & MXU'S METERS & MXU'S	MXU's MXU's Mxu's
S104230311.001	MOUNTAINLAND SUPPLY	84478	8/27/2021	8/19/2021	\$531.91 531.91	5440240	SUPPLIES	Apollo Backflow rebuild kit

Invoice No.	<u>Vendor</u>	Check No.	Ledger <u>Date</u>	Due <u>Date</u>	Amount	Account No.	Account Name.	<u>Description</u>
S104230311.002	MOUNTAINLAND SUPPLY	84478	8/27/2021	8/23/2021	\$23.91 23.91	5440240	SUPPLIES	Rebuild kit for Apollo back flow
S104232840.006	MOUNTAINLAND SUPPLY	84427	8/19/2021	8/9/2021	\$214.93 214.93	5240240	SUPPLIES	Water valve box
S104243732.002	MOUNTAINLAND SUPPLY	84427	8/19/2021	8/9/2021	\$1,090.68 1,090.68	5440240	SUPPLIES	Curb stops for PI meters
S104253030.001	MOUNTAINLAND SUPPLY	84427	8/19/2021	8/9/2021	(\$843.89) -843.89	5440240	SUPPLIES	Curb stop return (wrong parts)
S104260700.001	MOUNTAINLAND SUPPLY	84427	8/19/2021	8/13/2021	\$12.27	5140240	SUPPLIES	Inserts for 1 1/2" lateral repair (East Park)
S104261327.001	MOUNTAINLAND SUPPLY	84478	8/25/2021	8/13/2021	\$133.65 133.65	5440240	SUPPLIES	Air vents for Summit Creek
S104262610.002	MOUNTAINLAND SUPPLY	84478	8/25/2021	8/16/2021	(\$265.86)	5140240	SUPPLIES	Return on water parts
S104264447.001	MOUNTAINLAND SUPPLY	84592	9/3/2021	8/17/2021	\$149.27	7657211	EMS BILLING SERVICES EXP	Flag PVC Pipe 9-11
S104266702.001	MOUNTAINLAND SUPPLY	84478	8/25/2021	8/18/2021	\$7,512.92	5140242 5240242	METERS & MXU'S METERS & MXU'S METERS & MXU'S	Meters Meters Meters
S104276380.001	MOUNTAINLAND SUPPLY	84592	9/3/2021	8/25/2021	\$1,349.98 1,172.24 177.74		SUPPLIES SUPPLIES	Culinary water parts PI parts
S104276575.001	MOUNTAINLAND SUPPLY	84478	8/27/2021	8/24/2021	\$198.44 198.44	5440240	SUPPLIES	3'" line repair
	Vendor Total:				\$122,258.73			
41546	MURDOCK FORD	84428	8/19/2021	7/23/2021	\$40.59 40.59	1054250	EQUIPMENT MAINTENANCE	Maintenance - Oil Change
5274	MURDOCK FORD	84428	8/19/2021	8/6/2021	\$34.96 34.96	1054250	EQUIPMENT MAINTENANCE	Windshield Wiper Blades
	Vendor Total:				\$75.55			·
50486	MVP SPORTS	84450	8/19/2021	8/9/2021	\$249.95 249.95	6140670	ADULT SPORTS	Adult Softball balls
OD210044	MY CITY CHAMBER	84451	8/19/2021	8/17/2021	\$15,555.55 15,555.55	6240610	SANTAQUIN DAYS AD BOOKL	My City Chamber Sponsorship Percentage
PR081421-13093	NEBO LODGE #45	84406	8/20/2021	8/20/2021	\$18.00 18.00	1022425	FOP DUES	FOP Dues (Nebo Lodge #45)
PR082821-13093	NEBO LODGE #45	84532	9/3/2021	9/3/2021	\$18.00 18.00		FOP DUES	FOP Dues (Nebo Lodge #45)
	Vendor Total:				\$36.00			3 4 1,
92021A	Newbury, Braelyn	9999	9/3/2021	9/3/2021	(\$140.38) -140.38	1015800	SUSPENSE	Lost Payroll Check #83926
92021B	Newbury, Braelyn	84593	9/3/2021	9/3/2021	\$140.38	1015800	SUSPENSE	Lost Payroll Check #83926 - Replace with new check

Item # 4.

Invoice No.	<u>Vendor</u> Vendor Total:	Check No.	Ledger <u>Date</u>	Due <u>Date</u>	Amount \$0.00	Account No.	Account Name.	<u>Description</u>
5582	NICHE ACADEMY	84429	8/19/2021	7/22/2021	\$675.00 675.00	6140610	SOCCER EXPENSE	Soccer training software
24207	NIELSEN & SENIOR, ATTORNEYS	84594	9/3/2021	8/24/2021	\$21,870.24 21,870.24	1042331	LEGAL	Criminal Prosecution
24208	NIELSEN & SENIOR, ATTORNEYS Vendor Total:	84594	9/3/2021	8/24/2021	\$10,353.70 10,353.70 \$32,223.94	1043331	LEGAL	Legal Services - Civil
573	OLD PIONEER PRESS	84452	8/19/2021	8/10/2021	\$200.00	6440200	PAGEANT EXPENSES	Pageant Programs
15197	OUT BACK GRAPHICS, LLC	84430	8/19/2021	8/5/2021	\$44.00 44.00	1054240	SUPPLIES	Business Cards - Hooser
15234	OUT BACK GRAPHICS, LLC Vendor Total:	84430	8/19/2021	8/12/2021	\$561.50 561.50 \$605.50	4540304	HIGHLAND DR CANYON ROA	Signs for Highland Drive
Refund: 803206	PARAGAN CONSTRUCTION & DESIG	84503	8/30/2021	8/30/2021	\$115.75 115.75	5113110	ACCOUNTS RECEIVABLE	Refund: 803206 - PARAGAN CONSTRUCTION & DESIGN
090221	PAY PLUS	9999	9/2/2021	9/2/2021	\$14.77 14.77	7657211	EMS BILLING SERVICES EXP	ACH TRANSACTION FEE
8162021	PAY PLUS	9999	8/16/2021	8/16/2021	\$19.38 19.38	7657211	EMS BILLING SERVICES EXP	PAY PLUS ACHTRANS - CHARGE
	Vendor Total:				\$34.15			or water
August2021A	PAYMENT TECH	9999	9/3/2021	9/3/2021	\$1,227.83 409.28	5140241	UTILITY BILLING PROCESSIN	CREDIT CARD TRANSACTION FEES - UTILITY PAYMENTS
					409.28	5240241	UTILITY BILLING PROCESSIN	
						5440241	UTILITY BILLING PROCESSIN	CREDIT CARD TRANSACTION FEES - UTILITY PAYMENTS
August2021B	PAYMENT TECH	9999	9/3/2021	9/3/2021	\$196.65 65.55	5140241	UTILITY BILLING PROCESSIN	CREDIT CARD TRANSACTION FEES - NON-UTILITY
					65.55	5240241	UTILITY BILLING PROCESSIN	FEES - NON-UTILITY
						5440241	UTILITY BILLING PROCESSIN	CREDIT CARD TRANSACTION FEES - NON-UTILITY
	Vendor Total:				\$1,424.48			
398250	PAYSON AUTO SUPPLY - NAPA	84431	8/19/2021	8/10/2021	\$95.40 95.40	1043250	EQUIPMENT MAINTENANCE	Brakes repairs for Expedition
399876	PAYSON AUTO SUPPLY - NAPA	84479	8/27/2021	8/24/2021	\$98.86 98.86	5140240	SUPPLIES	anti seize and penetrant for shop
4505	Vendor Total:	0.4.05	0/40/202	7/04/000:	\$194.26			
4505	PAYSON CITY SOLID WASTE	84432	8/19/2021	7/31/2021	\$4,023.20 4,023.20	5240530	WRF - SOLID WASTE DISPOS	Bio-solids disposal
15276279	PEARSON EDUCATION, INC.	84595	9/3/2021	8/26/2021	\$1,196.26 1,196.26	7657210	BOOKS, SUBSCRIPTIONS, ME	E EMT Textbook

<u>Invoice No.</u> 15323112	Vendor PEARSON EDUCATION, INC.	<u>Check No.</u> 84595	Ledger Date 9/3/2021	Due <u>Date</u> 8/27/2021	Amount \$664.59	Account No.	Account Name.	Description
	Vendor Total:				664.59 \$1,860.85	7657210	BOOKS, SUBSCRIPTIONS, ME	EMS Textbooks for EMT Class
89	PEN & WEB COMMUNICATIONS c/o P	84596	9/3/2021	8/31/2021	\$2,182.50 577.50 1,605.00	1041612 4340113	PUBLIC MEETING BROADCAS WEBSITE CONTENT MGT - PE	
1568304	POLYDYNE INC.	84433	8/19/2021	8/12/2021	\$3,213.79 3,213.79	5240510	WRF - CHEMICAL SUPPLIES	Polymer for WRF
1570697	POLYDYNE INC. Vendor Total:	84480	8/27/2021	8/24/2021	\$3,213.79 3,213.79 \$6,427.58	5240510	WRF - CHEMICAL SUPPLIES	Polymer
30404516	PURCELL TIRE & SERVICE CENTER	84434	8/19/2021	8/9/2021	\$626.60 156.65 156.65 156.65	1060250 5140250 5240250 5440250	EQUIPMENT MAINTENANCE EQUIPMENT MAINTENANCE EQUIPMENT MAINTENANCE EQUIPMENT MAINTENANCE	Tires for backhoe Tires for backhoe Tires for backhoe Tires for backhoe
30404793	PURCELL TIRE & SERVICE CENTER	84434	8/19/2021	8/12/2021	,	5140250 5240250	EQUIPMENT MAINTENANCE EQUIPMENT MAINTENANCE EQUIPMENT MAINTENANCE EQUIPMENT MAINTENANCE	Drive tires for 2017 Ten Wheeler Drive tires for 2017 Ten Wheeler Drive tires for 2017 Ten Wheeler Drive tires for 2017 Ten Wheeler
	Vendor Total:				\$5,119.40			
211395	QUICKSCORES LLC	84453	8/19/2021	8/18/2021	\$56.00 56.00	6140670	ADULT SPORTS	Adult Softball Scheduling
Refund: 361108	RAMIREZ, ELIA *	84504	8/30/2021	8/30/2021	\$28.69 28.69	5113110	ACCOUNTS RECEIVABLE	Refund: 361108 - RAMIREZ, ELIA *
39111	RED RHINO INDUSTRIAL	84597	9/3/2021	8/31/2021	\$114.67 114.67	5140240	SUPPLIES	Bolts and nuts for shop
082521	RENNER SPORTS SURFACES	84481	8/27/2021	7/31/2021	\$8,872.50 8,872.50	4140823	UTAH JAZZ BASKETBALL CO	Cenntenial Park Utah Jazz Basketball court
0864-001630627	REPUBLIC SERVICES LLC	84598	9/3/2021	8/26/2021	\$96.93 96.93	1062311	WASTE PICKUP CHARGES	Dumpster Services - City Facilities
0864-001633974	REPUBLIC SERVICES LLC	84598	9/3/2021	8/31/2021	\$48,637.25 13,391.73 25,100.00 10,145.52	1062311	WASTE PICKUP CHARGES WASTE PICKUP CHARGES RECYCLING PICKUP CHARGE	Disposal of Waste Garbage Pick-up Services Recycle Pick-up Services
00070.1/0	Vendor Total:	0.4.400	0/05/000 1	0/40/000	\$48,734.18			
30678 V2	RESILITE	84482	8/25/2021	8/19/2021	,	6740740	CAPITAL VEHICLE & EQUIPM	Parkour Tumbling Mats
611030	REVCO	84599	9/3/2021	8/31/2021	\$515.38 515.38	4340300	COPIER CONTRACT	Copies Contracts
611031	REVCO	84599	9/3/2021	8/31/2021	\$170.05 170.05	4340300	COPIER CONTRACT	Copier Contracts

Invoice No.	<u>Vendor</u> Vendor Total:	Check No.	Ledger <u>Date</u>	Due <u>Date</u>	<u>Amount</u> \$685.43	Account No.	Account Name.	<u>Description</u>
INV3336	RHINO PUMPS	84483	8/27/2021	8/23/2021	\$11,088.10 5,544.05 5,544.05	5240250 5240550	EQUIPMENT MAINTENANCE WRF - EQUIPMENT MAINTEN	Lift Station pump rebuild Lift Station pump rebuild
3737	ROCK MOUNTAIN TECHNOLOGY	9999	9/3/2021	9/3/2021	\$23,447.39 2,850.00	4340100	COMPUTER SUPPORT CONT	MONTHLY SERVICE AGREEMENT
					2,525.92 7,199.72 6,236.75	4340200	DESKTOP ROTATION EXPENS DESKTOP ROTATION EXPENS LAPTOP ROTATION EXPENSE	DESKTOP ROTATION - BEN
					2,125.80 302.50	4340500 4340500	SOFTWARE EXPENSE SOFTWARE EXPENSE	Cloud Backup (.18 per GB) SPLASHTOP PREMIUM (110 USERS @ 2.75)
					110.00 250.00	4340500 4340500	SOFTWARE EXPENSE SOFTWARE EXPENSE	Splashtop (11 users) RACK SPACE
					435.05	4340507	MICROSOFT OFFICE 365 LICE	MICROSOFT EXCHANGE ONLINE - PLAN 1
					5.85	4340507	MICROSOFT OFFICE 365 LICE	MICROSOFT-AZURE ACTIVE DIRECTOR
					1,405.80	4340507	MICROSOFT OFFICE 365 LICE	
30297350	ROCKY MOUNTAIN AIR SOLUTIONS	84600	9/3/2021	8/31/2021	\$407.50 407.50	5140240	SUPPLIES	Welding supplies
RMP - 082521A	ROCKY MOUNTAIN POWER	84484	8/27/2021	8/18/2021	\$11,879.46 450.06	1051270	UTILITIES	1215 N CENTER ST - PUBLIC WORKS BLDG
					12.59 10,881.37 535.44	1070270 5240500 5440273	UTILITIES WRF - UTILITIES UTILITIES	1000 N CENTER PARK 1215 N CENTER 10 W GINGER GOLD ROAD
RMP-081821A	ROCKY MOUNTAIN POWER	84484	8/25/2021	8/10/2021	\$17.96 17.96	1070270	UTILITIES	1026 E MAIN STREET
RMP-081821B	ROCKY MOUNTAIN POWER	84484	8/25/2021	8/9/2021	\$4,261.70 4,261.70	5440273	UTILITIES	1100 S CANYON ROAD
RMP-081821C	ROCKY MOUNTAIN POWER	84484	8/25/2021	8/12/2021	\$72.57 16.54 37.18 18.85	1060270 1060270 1060270	UTILITIES - STREET LIGHTS UTILITIES - STREET LIGHTS UTILITIES - STREET LIGHTS	115 W 860 N - STRONGBOX 1595 S LONGVIEW ROAD 1269 S RED CLIFF DRIVE
RMP-081821D	ROCKY MOUNTAIN POWER	84484	8/25/2021	8/10/2021	\$93.35 34.47 42.60 10.86 5.42	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-081821E	ROCKY MOUNTAIN POWER	84484	8/25/2021	8/9/2021	\$14.65 14.65	5440273	UTILITIES	1250 S CANYON ROAD
RMP-081821F	ROCKY MOUNTAIN POWER	84484	8/25/2021	8/6/2021	\$20.63 20.63	1060270	UTILITIES - STREET LIGHTS	509 FIRESTONE DRIVE
RMP-082721A	ROCKY MOUNTAIN POWER	84601	9/3/2021	8/25/2021	\$37,342.16 20.82	1051270	UTILITIES	190 S 400 W - Community Services Bldg

Invoice No.	Vendor	Check No.	Ledger <u>Date</u>	Due <u>Date</u>	<u>Amount</u> 373.95		Account Name. UTILITIES	<u>Description</u> 190 S 400 W - Community
					1,365.71	1051270	UTILITIES	Services Bldg Remodel 275 W Main Street - Public
					504.28 491.11	1051270 1051270	UTILITIES UTILITIES	Safety Bldg 98 S Center Street - Library Bldg 45 W 100 S - Senior
					30.62	1051270	UTILITIES	Center/Museum Bldgs 1390 Summit Ridge Pkwy - Sprinkling System
					4,817.88	1060270	UTILITIES - STREET LIGHTS	Street Lights
					929.00	1070270	UTILITIES	592 Summit Ridge Pkwy - Harvest View Soccer Fields Site
					929.00	1070270	UTILITIES	592 Summit Ridge Pkwy - Harvest View Soccer Fields Lighting
					90.95	1070270	UTILITIES	400 E Main Street
						1070270	UTILITIES	1200 S 100 W - Ahlin Pond Park
					262.19	1070270	UTILITIES	250 S 450 W - Fair Grounds Site
					315.06	1070270	UTILITIES	250 S 450 W - Upgrade
					14.33	1070270	UTILITIES	250 S 450 W - Sprinklers/Pedestals
					27.50	1070270	UTILITIES	250 S 450 W - Announcers/Pedestals
					7,110.46	5140273	UTILITIES	3 Summit Ridge Pkwy - Water Pump
					580.06	5140273	UTILITIES	910 E 70 N - East Culinary Well
					43.51	5140273	UTILITIES	190 E 400 S - Culinary Well
					43.51	5140273	UTILITIES	190 E 400 S - Culinary Well
					112.76	5140273	UTILITIES	1005 S Center Street - Chlorine Plant
					2,749.45	5440273	UTILITIES	392 N 200 W - Pump Vault
					580.06	5440273	UTILITIES	910 E 70 N - East Culinary Well
					7,110.46	5440273	UTILITIES	3 Summit Ridge Pkwy - Water Pump
					2,687.85	5440273	UTILITIES	21 S Center Street - City Well
					6,135.12	5440273	UTILITIES	6650 W 13800 S - Hayfield Pump
	Vendor Total:				\$53,702.48			·
8017545376	ROCKY MOUNTAIN TURF - RMT EQUI	84485	8/25/2021	8/18/2021	\$229.65 229.65	1070250	EQUIPMENT MAINTENANCE	Mower parts
291877	RON GORDON TIRE PROS	84602	9/3/2021	8/27/2021	\$756.00 556.00 200.00		EQUIPMENT MAINTENANCE EQUIPMENT MAINTENANCE	New Tires Rec Explorer New Tires Rec Explorer
SAMS-071211	SAM'S CLUB	84454	8/19/2021	8/19/2021	\$1,126.26 404.15	1041610	OTHER SERVICES	CITY COUNCIL - ORCHARD DAYS PARADE CANDY
					404.15	1041670	YOUTH CITY COUNCIL EXPE	
					147.64 170.32		SUPPLIES EMPLOYEE RECOGNITIONS	SUPPLIES - DRINKS & CANDY EMPLOYEE LUNCHEON
PR081421-266	SANTAQUIN CITY UTILITIES	84407	8/20/2021	8/20/2021	\$801.00 745.00	1022350	UTILITIES PAYABLE	Utilities

Invoice No.	Vendor	Check No.	Ledger <u>Date</u>	Due <u>Date</u>	<u>Amount</u> 56.00	Account No. 1022350	Account Name. UTILITIES PAYABLE	<u>Description</u> Cemetery	
PR082821-266	SANTAQUIN CITY UTILITIES Vendor Total:	84533	9/3/2021	9/3/2021	\$801.00 745.00 56.00 \$1,602.00	1022350 1022350	UTILITIES PAYABLE UTILITIES PAYABLE	Utilities Cemetery	
000201/1	SANTAQUIN MARKET ACE		8/19/2021	8/10/2021	\$29.98 29.98	5440240	SUPPLIES	Stands for back flow at summit ridge	
000202/1	SANTAQUIN MARKET ACE		8/19/2021	8/12/2021	\$47.94 47.94	4540304	HIGHLAND DR CANYON ROA	Post mix for signs on Highland	
000204/1	SANTAQUIN MARKET ACE		8/25/2021	8/17/2021	\$109.53 109.53	1051300	BUILDINGS & GROUND MAIN	Board to secure window in old city hall	
000205/1	SANTAQUIN MARKET ACE		8/25/2021	8/17/2021	\$37.98 37.98	1051300	BUILDINGS & GROUND MAIN	Board to secure old city hall	
000206/1	SANTAQUIN MARKET ACE		8/25/2021	8/17/2021	\$157.53 157.53	1051300	BUILDINGS & GROUND MAIN	Parts for ice machine	
000208/1	SANTAQUIN MARKET ACE		8/25/2021	8/17/2021	\$43.56 43.56	1051300	BUILDINGS & GROUND MAIN	Parts for ice machine	
000212/1	SANTAQUIN MARKET ACE		9/3/2021	8/31/2021	\$31.96 31.96	1060240	SUPPLIES	Concrete for sign posts	
	Vendor Total:				\$458.48				
17-256	SAVAGE, KIMBERLY	84486	8/27/2021	8/26/2021	\$18.50 18.50	1042310	PROFESSIONAL & TECHNICA	Witness Fees	
REIMBURSE - 0	SHAUNA JO EVES	84455	8/19/2021	8/16/2021	\$84.87 84.87	6240342	SUMMER PASSPORT	Summer Passport Party Supplies	
17-252	SHEPHERD, KAYSON	84487	8/27/2021	8/26/2021	\$18.50 18.50	1042310	PROFESSIONAL & TECHNICA	Witness Fees	
450 A 81964 1	SKAGGS PUBLIC SAFETY UNIFORM	84436	8/19/2021	8/6/2021	\$32.90 32.90	1054240	SUPPLIES	Uniform - R. Shaw	
450_A_82727_1	SKAGGS PUBLIC SAFETY UNIFORM	84488	8/25/2021	8/4/2021	\$122.49 122.49	1054240	SUPPLIES	Uniform - Cody Tipler	
	Vendor Total:				\$155.39				
21560	SKM INC	84489	8/25/2021	8/9/2021	\$14,000.00 14,000.00	5540720	IMPACT FEE	SCADA programming and design for Foothill Booster Station	
21577	SKM INC	84437	8/19/2021	8/10/2021	\$3,404.20 1,538.85	4340614	PUBLIC WORKS SOFTWARE	Ignition software renewal for	
	Vendor Total:				1,865.35 \$17,404.20	4340614 PUBLIC WORKS SOFTWARE		Culinary and PI GE software renewal for WRF	
CANITIOU UNIQUOA	CMART FIELD	0.4600	0/2/2024	0/06/0004					
SANTIQUIN2021	SMART FIELD	84603	9/3/2021	8/26/2021	\$821.00 821.00	6140740	CAPITAL VEHICLE & EQUIPM	Field Painting Tech	
16090	SMASH ATHLETICS, INC	84604	9/3/2021	8/25/2021	\$246.00 246.00	6140701	CROSS COUNTRY	Cross Country Shirts	

<u>Invoice No.</u> 16104	<u>Vendor</u> SMASH ATHLETICS, INC	<u>Check No.</u> 84604	Ledger Date 9/3/2021	Due <u>Date</u> 8/31/2021	<u>Amount</u> \$749.30 749.30	Account No. 6140610	Account Name. SOCCER EXPENSE	Description soccer uniform printing
	Vendor Total:				\$995.30			, ,
081021-ANNUAL	SOUTH UTAH VALLEY MUNICIPAL	84438	8/19/2021	8/1/2021	\$977.55 977.55	5440253	WATER ASSESSMENTS	Water Assessments
VF9064	SPRINKLER SUPPLY	84439	8/19/2021	8/13/2021	\$461.90 461.90	1077300	CEMETERY GROUNDS MAINT	Valves for Cemetery
VG9454	SPRINKLER SUPPLY	84605	9/3/2021	8/27/2021		7657211	EMS BILLING SERVICES EXP	Sept 11 Flag pipes
	Vendor Total:				\$1,781.90			
591903138-195	SPRINT SOLUTIONS, INC	84490	8/25/2021	8/8/2021	\$174.35 79.67 31.56 31.56 31.56		TELEPHONE TELEPHONE TELEPHONE TELEPHONE	JULY 2021 JULY 2021 JULY 2021 JULY 2021
5625004	STAKER PARSON COMPANIES	84491	8/25/2021	8/12/2021	\$318.07 318.07	1060240	SUPPLIES	Asphalt for patching
5632002	STAKER PARSON COMPANIES	84491	8/27/2021	8/21/2021	\$105.00 105.00	4140704	NEW CITY HALL	road base for RMP vault
5633158	STAKER PARSON COMPANIES	84491	8/27/2021	8/23/2021	\$111.09 111.09	1060240	SUPPLIES	Asphalt for 100 west
	Vendor Total:				\$534.16			
8063351482	STAPLES	84492	8/27/2021	8/25/2021	\$72.33 72.33	1043240	SUPPLIES	Copy Paper - Folder Organizer
8063359935	STAPLES		9/3/2021	8/26/2021	(\$65.46) -65.46	1078240	SUPPLIES	Return Printer Cartridge
8063447574	STAPLES Wandar Tatali		9/3/2021	9/1/2021	\$14.86 14.86	1043240	SUPPLIES	Office Supplies
	Vendor Total:				\$21.73			
211401	STEVENS & GAILEY	84606	9/3/2021	8/26/2021	\$30.00 30.00	1042331	LEGAL	Public Defender Services
211402	STEVENS & GAILEY	84606	9/3/2021	9/2/2021	\$18.00 18.00	1042331	LEGAL	Public Defender Services
211403	STEVENS & GAILEY	84606	9/3/2021	8/30/2021	\$30.00 30.00	1042331	LEGAL	Public Defender Services
211404	STEVENS & GAILEY	84606	9/3/2021	8/30/2021	\$30.00 30.00	1042331	LEGAL	Public Defender Servcies
211405	STEVENS & GAILEY	84606	9/3/2021	8/13/2021	\$20.00 20.00	1042331 LEGAL		Public Defender Services
211406	STEVENS & GAILEY	84606	9/3/2021	8/19/2021	\$60.00 60.00	1042331	LEGAL	Public Defender Services
211407	STEVENS & GAILEY	84606	9/3/2021	8/26/2021	\$30.00 30.00	1042331	LEGAL	Public Defender Services
	Vendor Total:				\$218.00			
P00375	STOTZ EQUIPMENT CO, LLC	84493	8/25/2021	8/18/2021	\$267.80 267.80	1070250	EQUIPMENT MAINTENANCE	Parts for John Deere

Invoice No.	Vendor STOTZ EQUIPMENT CO, LLC	<u>Check No.</u> 84493	Ledger <u>Date</u> 8/25/2021	Due <u>Date</u> 8/18/2021	<u>Amount</u> \$123.57	Account No.	Account Name.	<u>Description</u>
1 00010	Vendor Total:	01100	0/20/2021	0/10/2021	123.57 \$391.37	1070250	EQUIPMENT MAINTENANCE	Parts for John Deere mower
080121	STRINGHAM'S HARDWARE	84440	8/19/2021	7/31/2021	139.36 3.98 191.27 31.97 35.56 74.47 139.00	1051300 1060240 1068240 1070300 5140240 5240220 5440220 6140335 6240206 6240260 6340240 6440100 7540240	SUPPLIES BUILDINGS & GROUND MAIN SUPPLIES SUPPLIES PARKS GROUNDS MAINTENA SUPPLIES SUPPLIES WRF - SUPPLIES SUPPLIES MISC SUPPLIES BUCK-A-ROO RODEO EXPENSE SUPPLIES FLOAT EXPENSES SUPPLIES FIRE - EQUIPMENT MAINTEN	JULY 2021
3060228	SWANK MOTION PICTURE, INC	84456	8/19/2021	8/11/2021	\$450.00 450.00	6240480	MOVIE IN THE PARK	movie license
SCHOLARSHIP-	TAYLOR, KEAYRA	84607	9/3/2021	9/1/2021	\$500.00 500.00	1041670	YOUTH CITY COUNCIL EXPE	Keayra Taylor - Scholorship
1528285	THATCHER COMPANY	84608	9/3/2021	8/19/2021	\$5,486.79 5,486.79	5240510	WRF - CHEMICAL SUPPLIES	T-chlor and Citric acid for chemical cleans
1528286	THATCHER COMPANY Vendor Total:	84608	9/3/2021	8/19/2021	(\$240.00) -240.00 \$5,246.79	5240510	WRF - CHEMICAL SUPPLIES	Tote return
056278243382	THE HARTFORD	9999	8/27/2021	8/15/2021	\$3,247.76 3,247.76	1022504	LIFE/ADD	Life, LTD, ADD, Sup Life - August 2021
0574019	THE PENWORTHY COMPANY	84609	9/3/2021	8/10/2021	\$198.61 198.61	7240760	OTHER GRANT EXPENSES	Grant Items
082621	TIDWELL, CANDICE	84610	9/3/2021	8/24/2021	\$37.00 37.00	6140610	SOCCER EXPENSE	Soccer Refund
17-129	TOWN OF GENOLA	84611	9/3/2021	8/1/2021	\$2,921.56 2,921.56	1022430	COURT FINES AND FORFEITU	Genola Court
17-122	TOWN OF GOSHEN	84612	9/3/2021	8/1/2021	\$1,459.71 1,459.71	1022430	COURT FINES AND FORFEITU	Goshen Court
082621	UNIVERSITY OF UTAH - SCHOLARSH	84535	9/3/2021	8/20/2021	\$3,200.00 3,200.00	6440300	MISS SANTAQUIN SCHOLARS	Addison Huff- Student ID : u1374455
41207	UPPER CASE PRINTING	84613	9/3/2021	8/30/2021	\$2,340.10 780.04 780.03	5140241 5240241	UTILITY BILLING PROCESSIN UTILITY BILLING PROCESSIN	NEWSLETTERS NEWSLETTERS

Invoice No.	<u>Vendor</u>	Check No.	Ledger <u>Date</u>	Due <u>Date</u>	<u>Amount</u> 780.03	Account No. 5440241	Account Name. UTILITY BILLING PROCESSIN	<u>Description</u> NEWSLETTERS
PR081421-7076	UTAH COUNTY LODGE #31	84408	8/20/2021	8/20/2021	\$162.00 162.00	1022425	FOP DUES	FOP Dues (Ut County Lodge #31)
PR082821-7076	UTAH COUNTY LODGE #31	84534	9/3/2021	9/3/2021	\$162.00 162.00	1022425	FOP DUES	FOP Dues (Ut County Lodge #31)
	Vendor Total:				\$324.00			#O1)
5NNDPV9MHZW	UTAH LEAGUE OF CITIES & TOWNS	84494	8/27/2021	7/12/2021	\$925.00 925.00	1041230	EDUCATION, TRAINING & TRA	Lynn Mecham - Convention Registration
VZNKDDGFW72	UTAH LEAGUE OF CITIES & TOWNS	84494	8/27/2021	7/12/2021	\$925.00 925.00	1041230	EDUCATION, TRAINING & TRA	Betsy Montoya - Convention Registration
	Vendor Total:				\$1,850.00			-
109399	UTAH LOCAL GOVERNMENT TRUST	84441	8/19/2021	8/12/2021	\$3,908.43 2,592.11	1022250	WORKMENS COMPENSATION	Workers Compensation Premium
					1,517.50 -201.18	1043510 1043510	INSURANCE AND BONDS INSURANCE AND BONDS	Bonds Auto Insurance
103 - 2011A-2 Se	UTAH STATE DIVISION OF FINANCE	08152128	8/15/2021	8/15/2021	\$10,571.00 4,234.97	562540.2	2011A-2 Sewer Revenue Bond	Principal - 2011A-2 Sewer Revenue
					6,336.03	5640860	DEBT SERVICE - INTEREST	Interest - 2011A-2 Sewer Revenue
PR081421-382	UTAH STATE RETIREMENT	9999	8/20/2021	8/20/2021	\$31,830.69 836.50 773.44 21.97 4,750.47 23,385.30 683.48 1,379.53	1022300 1022300 1022300 1022300 1022300 1022300 1022325	RETIREMENT PAYABLE RETIREMENT LOAN PAYMEN	Roth IRA 457 Post Retirement (After 7/2010) 401K Retirement 401K - Tier 1 Parity Retirement Loan Payment
PR082821-382	UTAH STATE RETIREMENT Vendor Total:		9/3/2021	9/3/2021	\$30,566.87 3,959.73 22,964.79 683.48 836.50 769.47 1,352.90 \$62,397.56	1022300 1022300 1022300 1022300 1022300 1022325	RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT LOAN PAYMEN	401K Retirement 401K - Tier 1 Parity Roth IRA 457 Retirement Loan Payment
12248878-002 -	UTAH STATE TAX COMMISSION	84458	8/25/2021	8/24/2021	\$2,539.94			
12248878-002 -	UTAH STATE TAX COMMISSION	64436	8/25/2021	8/24/2021	2,390.80	6234205	RODEO REVENUE	Taxes Paid for Rodeo Admissions - Ticket Sales
					149.14	6438800	QUEEN FUNDRAISING REVE	Taxes Paid for Glow Light Fund Raiser
PR081421-361	UTAH STATE TAX COMMISSION	9999	8/20/2021	8/20/2021	\$6,692.93 6,692.93	1022230	STATE WITHHOLDING PAYAB	State Income Tax

Invoice No. PR082821-361	<u>Vendor</u> UTAH STATE TAX COMMISSION	Check No.	Ledger Date 9/3/2021	Due <u>Date</u> 9/3/2021	<u>Amount</u> \$8,337.54	Account No.	Account Name.	<u>Description</u>
	Vendor Total:				8,337.54 \$17,570.41	1022230	STATE WITHHOLDING PAYAB	State Income Tax
17-129	UTAH STATE TREASURER	84614	9/3/2021	9/1/2021	\$6,031.64 6,031.64	1042610	STATE RESTITUTION	Santaquin Court
11380	UTAH VALLEY HOME BUILDERS ASS	84615	9/3/2021	9/1/2021	\$300.00 300.00	1041610	OTHER SERVICES	Membership
082521	UTAH WATER USERS ASSOCIATION	84497	8/27/2021	8/27/2021	\$100.00 100.00	5140210	BOOKS, SUBSCRIPTIONS & M	Due's for Utah Water Users Association
TRAVEL - 08262	WILLIAMS, BRADEN	84495	8/27/2021	8/29/2021	\$186.16 186.16	5140230	EDUCATION, TRAINING & TRA	Rural Water training
BODAEDF0-2021	WIN-911	84442	8/19/2021	7/10/2021	\$660.00 660.00	4340614	PUBLIC WORKS SOFTWARE	Remote alarming software renewal for WRF
10 - Aug - 2021	WISE, AARON P	84443	8/19/2021	8/10/2021	\$450.00 450.00	1042331	LEGAL	Public Defender Services
17-251	WOODLAND, RUSS	84496	8/27/2021	8/24/2021	\$18.50 18.50	1042310	PROFESSIONAL & TECHNICA	Witness Fees
SCH - 8621	WPA ARCHITECTURE, PC	84444	8/19/2021	8/6/2021	\$4,738.70 4,738.70	4140704-002	NEW CITY HALL - ARCHITECT	Architect Services
August2021	XPRESS BILL PAY	9999	9/3/2021	9/3/2021	\$1,418.74 472.92	4140200	KROBER BUILDING	CREDIT CARD TRANSACTION FEES
					472.91	5140241	UTILITY BILLING PROCESSIN	CREDIT CARD TRANSACTION FEES
					472.91	5240241	UTILITY BILLING PROCESSIN	CREDIT CARD TRANSACTION FEES
19 - 2012 P.I. Re	ZIONS FIRST NATIONAL BANK	84276	8/15/2021	8/15/2021	\$480,910.00 445,000.00	602511.2	2012 PI Revenue Refunding rep	Principal - 2012 P.I. Revenue Refunding
					35,910.00	6040820	DEBT SERVICE - INTEREST	Interest - 2012 P.I. Revenue Refunding
		Т	otal:	\$	1,272,573.09			Returnaling
					0.00 56,341.48 25,600.26 15,030.47 2,592.11 59,665.13 2,732.43 1,602.00 280.62 360.00 5,041.27 1,000.00 340.50 734.00 5,000.00 340.50	1015800 1022210 1022220 1022230 1022250 1022300 1022355 1022350 1022420 1022425 1022425 1022450-195 1022450-343 1022450-343 1022450-346 1022450-351	GL Account Summary SUSPENSE FICA PAYABLE FEDERAL WITHHOLDING PAY STATE WITHHOLDING PAYAB WORKMENS COMPENSATION RETIREMENT PAYABLE RETIREMENT LOAN PAYMEN UTILITIES PAYABLE GARNISHMENTS FOP DUES COURT FINES AND FORFEITU (EX-P) KENYON FARLEY - 400 (INSP) [Plat F]THE HILLS @ S (INSP)[Plat G-4]THE ORCHAR (BOND-LANDSCAPE)[Plat F-3 (INSP)[Plat L]THE HILLS	

Item # 4.

Invoice No.	<u>Vendor</u>	Check No.	Ledger <u>Date</u>	Due <u>Date</u>	Amount	Account No.	Account Name. Description
					159.00	1022450-354	(INSP)[Plat H]FOOTHILL VILLA
					5,000.00	1022450-363	(BOND-LANDSCAPE)[Plat G-3
					5,000.00	1022450-377	(BOND-LANDSCAPE)[Plat G3-
					5,000.00	1022450-385	(BOND-LANDSCAPE)[Plat G3 -
					5,000.00	1022450-387	(BOND-LANDSCAPE)[Plat G3-
					5,000.00	1022450-398	(BOND-LANDSCAPE)[Plat F4-L
					254.14	1022450-418	(INSP)[Plat D]FOOTHILL VILLA
					524.00	1022450-420	(INSP)[Plat R & R-2]FOOTHILL
					5,000.00	1022450-422	(BOND-LANDSCAPE)[Plat F3-L
					5,000.00	1022450-423	(BOND-LANDSCAPE)[Plat G3-
					5,000.00	1022450-438	(BOND-LANDSCAPE)[Plat G3-
					5,000.00	1022450-439	(BOND-LANDSCAPE)[Plat G3-
					5,000.00	1022450-445	(BOND-LANDSCAPE)[Plat G-3-
					5,000.00	1022450-446	(BOND-LANDSCAPE)[Plat G-3-
					5,000.00	1022450-478	(BOND-LANDSCAPE)[Plat G3-
					282.00	1022450-476	(INSP)McMULLIN RESIDENTIA
					5,000.00 5,000.00	1022450-489	(BOND-LANDSCAPE)[Plat G3-
					,	1022450-490	(BOND-LANDSCAPE)[Plat G3-
					5,000.00	1022450-495	(BOND-LANDSCAPE)[Plat G3-
						1022450-496	(BOND-LANDSCAPE)[Plat G3-
					80.00	1022450-507	(INSP) [Plat X]FOOTHILL VILLA
					63,891.28	1022500	HEALTH INSURANCE
						1022501	DENTAL
						1022504	LIFE/ADD
					553.90	1022508	VISION
						1041230	EDUCATION, TRAINING & TRA
						1041610	OTHER SERVICES
					577.50	1041612	PUBLIC MEETING BROADCAS
					904.15	1041670	YOUTH CITY COUNCIL EXPE
					906.50	1042310	PROFESSIONAL & TECHNICA
					26,221.56	1042331	LEGAL
						1042610	STATE RESTITUTION
					324.46	1043230	EDUCATION, TRAINING AND T
					244.79	1043240	SUPPLIES
						1043250	EQUIPMENT MAINTENANCE
					450.00		PROFESSIONAL & TECHNICA
						1043331	LEGAL
						1043480	EMPLOYEE RECOGNITIONS
						1043510	INSURANCE AND BONDS
						1048310	PROFESSIONAL & TECHNICA
					3,360.39	1051270	UTILITIES
					3,287.87	1051280	TELEPHONE
					1,024.97	1051300	BUILDINGS & GROUND MAIN
					199.39	1054240	SUPPLIES
					403.03	1054250	EQUIPMENT MAINTENANCE
					130.00	1054311	PROFESSIONAL & TECHNICA
					4,603.50	1054730	CAPITAL PROJECTS
					1,215.09	1060240	SUPPLIES
					1,437.97	1060250	EQUIPMENT MAINTENANCE
					5,004.43	1060270	UTILITIES - STREET LIGHTS
					500.00	1062240	SUPPLIES
					38,588.66	1062311	WASTE PICKUP CHARGES
						1062312	RECYCLING PICKUP CHARGE
					,	1068240	SUPPLIES
					79.67	1068280	TELEPHONE
						1070250	EQUIPMENT MAINTENANCE
						1070270	UTILITIES
					2,010.10	.5.02.0	STILLINES

			Ledger	Due				
Invoice No.	<u>Vendor</u>	Check No.	<u>Date</u>	<u>Date</u>	Amount	Account No.	Account Name.	<u>Description</u>
					1,563.78	1070300	PARKS GROUNDS MAINTENA	
					541.90 -65.46	1077300 1078240	CEMETERY GROUNDS MAINT SUPPLIES	
					457,578.39	1070240	Total	
					472 92	4140200	KROBER BUILDING	
						4140704	NEW CITY HALL	
						4140704-002	NEW CITY HALL - ARCHITECT	
					8,872.50	4140823	UTAH JAZZ BASKETBALL CO	
					16,416.62		Total	
					2,850.00	4340100	COMPUTER SUPPORT CONT	
					1,605.00	4340113	WEBSITE CONTENT MGT - PE	
						4340200	DESKTOP ROTATION EXPENS	
						4340210 4340240	LAPTOP ROTATION EXPENSE TELEPHONE & INTERNET	
						4340300	COPIER CONTRACT	
					2,788.30	4340500	SOFTWARE EXPENSE	
					1,846.70	4340507	MICROSOFT OFFICE 365 LICE	
					4,064.20	4340614	PUBLIC WORKS SOFTWARE	
					30,583.75		Total	
					5,116.00	4540200	ROAD MAINTENANCE	
					2,749.56	4540304	HIGHLAND DR CANYON ROA	
					7,865.56		Total	
					815.79	5113110	ACCOUNTS RECEIVABLE	
					100.00	5140210	BOOKS, SUBSCRIPTIONS & M	
					186.16	5140230	EDUCATION, TRAINING & TRA	
					1,727.78	5140240 5140241	SUPPLIES UTILITY BILLING PROCESSIN	
						5140242	METERS & MXU'S	
						5140250	EQUIPMENT MAINTENANCE	
					7,890.30	5140273	UTILITIES	
					31.56	5140280	TELEPHONE	
					200.00	5140310	PROFESSIONAL & TECHNICA	
					55,363.20		Total	
					372.32	5240230	EDUCATION, TRAINING & TRA	
					821.88	5240240	SUPPLIES	
					1,727.77	5240241	UTILITY BILLING PROCESSIN	
					39,887.82 6,823.90	5240242 5240250	METERS & MXU'S EQUIPMENT MAINTENANCE	
					31.56	5240280	TELEPHONE	
					240.00	5240310	PROFESSIONAL & TECHNICA	
					10,902.20	5240500	WRF - UTILITIES	
					11,674.37	5240510	WRF - CHEMICAL SUPPLIES	
					139.36	5240520	WRF - SUPPLIES	
					4,023.20	5240530	WRF - SOLID WASTE DISPOS	
					5,544.05 82,188.43	5240550	WRF - EQUIPMENT MAINTEN Total	
					1,409.38	5440240	SUPPLIES	
					1,254.85		UTILITY BILLING PROCESSIN	
					39,887.80		METERS & MXU'S	
						5440250	EQUIPMENT MAINTENANCE	
						5440253	WATER ASSESSMENTS	
				F	Page 18			

SANTAQUIN CITY CORPORATION Invoice Register - 8/14/2021 to 9/3/2021 - All Invoices

Invoice No.	Vendor	Check No.	Ledger <u>Date</u>	Due <u>Date</u>	24,074.73		Account Name. UTILITIES	Description
					31.56 68,915.72	5440280	TELEPHONE Total	
					14,000.00	5540720	IMPACT FEE	
					4,234.97 6,336.03 10,571.00	562540.2 5640860	2011A-2 Sewer Revenue Bond r DEBT SERVICE - INTEREST Total	
					445,000.00 35,910.00 480,910.00	602511.2 6040820	2012 PI Revenue Refunding rep DEBT SERVICE - INTEREST Total	
					556.00	6140250 6140335	EQUIPMENT MAINTENANCE MISC SUPPLIES	
						6140610	SOCCER EXPENSE	
						6140670	ADULT SPORTS	
						6140701 6140740	CROSS COUNTRY CAPITAL VEHICLE & EQUIPM	
					3,581.52	0110110	Total	
					2,390.80	6234205	RODEO REVENUE	
						6240206	BUCK-A-ROO	
							RODEO EXPENSE	
					84.87 450.00	6240342 6240480	SUMMER PASSPORT MOVIE IN THE PARK	
					15,555.55	6240610	SANTAQUIN DAYS AD BOOKL	
					20,257.75	02.00.0	Total	
					74.47		SUPPLIES	
					260.50	6340650	GIFT SHOP	
					334.97		Total	
					149.14	6438800	QUEEN FUNDRAISING REVE	
					139.00 578.75	6440100 6440200	FLOAT EXPENSES PAGEANT EXPENSES	
					4,800.00	6440300	MISS SANTAQUIN SCHOLARS	
					5,666.89		Total	
					200.00	6740250	EQUIPMENT MAINTENANCE	
					313.18 4,950.80	6740650 6740740	CREDIT CARD FEES CAPITAL VEHICLE & EQUIPM	
					5,463.98	0140140	Total	
					1,988.48	7240760	OTHER GRANT EXPENSES	
							SUPPLIES	
					270.00 288.27	7540630	OTHER SERVICES Total	
						7657210	BOOKS, SUBSCRIPTIONS, ME	
					1,503.42	7657211	EMS BILLING SERVICES EXP	
						7657242	EMS - SUPPLIES	
					1,032.50 5,130.44	7657244 7657250	UNIFORMS FIRE - EQUIPMENT MAINTEN	
					240.00	7657742	EMS - CAPITAL-VEHICLES & E	
				F	10,598.56		Total	
					1,272,573.09		GL Account Summary Total	

Item # 4.



Columteer of the month

September 2021



Kyle & Lena Vincent

Thank You For Your Service:

Item # 6.

Kyle and Lena Vincent are our September 2021 Volunteer of the month.

Before moving to Santaquin, where they have resided for the last twelve years, Kyle and Lena Vincent spent the first eight years of their twenty-year marriage in Cedar City and Springville. Together they have five children ages 19, 17, 15, 6 and 4.

Recently the Vincent's have been very active in community service. Since 2020, Kyle has worked with Santaquin Community Services to develop cultural arts. In 2021, Kyle was added as Chairman of the Community Services Board and became a member of the RAP Tax Committee. He recently taught a mural painting class and led that same class in painting our first Santaquin mural located at Centennial Park.

Kyle is an Art Instructor at Payson Junior High where he has the opportunity to mold young minds. His classes recently displayed their artwork at an exhibit in the Santaquin Chieftain Museum.

Lena joined a Santaquin City subcommittee on developing cultural arts in 2020. She has been active since that time planning art classes and events like the recent "Concert in the Park Series". She volunteered as an instructor to teach Santaquin's first stained-glass class for adults. She is actively planning for a future 2022 Art Festival.

Aside from being a busy homemaker and serving our town, Lena, a very talented violinist, finds time to teach violin lessons and enjoys making about 500 synthetic dreadlocks each week for a company called The Dreadful Hippie. The company sells the dreadlocks online and at festivals.

The Vincent's shared that they are a very art-centered family. Music is a big part of their lives. They love singing in choirs and participating in orchestras. Lena has been performing in The Millennial Choir Orchestra for the past seven years.

Even though this busy family loves the arts, they have many other interests as well. Two of these are gardening and travel. This summer they were able to visit Hawaii, but one of their most memorable trips was when they spent two weeks driving across country. They were able to see many sights on their way, including Chicago, New York, Niagara Falls, and D.C.

Thank you, Kyle and Lena, for sharing your talents through service to our Santaquin community.





RESOLUTION 09-11-2021

A RESOLUTION HONORING THE SACRIFICES OF UTAH'S FIRST RESPONDERS ON THE TWENTIETH ANNIVERSARY OF THE SEPTEMBER 11TH TERRORIST ATTACKS AND MEMORIALIZING THE TRAGIC EVENTS OF THAT DAY

WHEREAS, on September 11, 2001, the United States endured four violent terrorist attacks leading to the tragic deaths of 2,977 and injuring 25,000 innocent United States citizens, and other citizens from more than 90 different nations and territories;

WHEREAS, in extraordinary response to the attacks in New York City, Washington, DC, and Shanksville, Pennsylvania, countless firefighters, uniformed law enforcement officers, emergency medical technicians, physicians, nurses, other first responders, with military personnel in support, immediately rose to service in the heroic attempt to save the lives of the people in danger;

WHEREAS, at least three (3) Utahns were killed in those attacks;

WHEREAS, in the twenty (20) years that have followed, millions of military personnel from across the United States and the State of Utah, deployed to defend the nation and respond to the threats of terrorism in Afghanistan, Iraq, and other locations, at great sacrifice - many paying the ultimate price to secure our freedoms;

WHEREAS, countless thousands of American first responders have deployed throughout United States cities, airports, seaports, and numerous other locations in response to terrorism since September 11, 2001.

WHEREAS, at least fifty-three (53) Utahns lost their lives in the war on terror in Afghanistan and Iraq; and

WHEREAS, Utah County Firefighters and Law Enforcement personnel continue to heroically preserve our communities 24/7, as well as prepare for and respond to acts of terrorism.

NOW THEREFORE, THE LEGISLATIVE BODY OF SANTAQUIN CITY:

- (1) recognizes, commends, and honors the selfless dedication to fellow citizens displayed through the heroic actions of first responders and other citizens in New York City, Washington, DC, and Shanksville, Pennsylvania;
- (2) observes and remembers the bravery and critical contributions of Utah's first responders, particularly those from the State of Utah, on that day and since;
- (3) calls upon the residents of Santaquin City to observe September 11, 2021, as a day of service and remembrance, with expressions of appreciation to our city's first responders, of reflection and good deeds, displaying the United States flag, visiting monuments, attending remembrance services, and engaging in community service or other charitable activities:
 - (a) in honor of the people from Utah, and around the world, who lost their lives or were injured in the attacks of September 11, 2001; and
 - (b) in tribute those who rose to service:
 - (i) to come to the aid of the people in need; and
 - (ii) in defense of the United States that day, and in the years that followed, including through the war in Afghanistan.

RESOLVED, PROCLAIMED, and INVITED this 7th day of September 2021.

SANTAQUIN CITY		
Kirk F. Hunsaker, Mayor		
Attest:		
K. Aaron Shirley, City Recorder		

MEMO



To: Mayor Hunsaker and City Council

From: Jason Bond, Community Development Director

Date: September 3, 2021

Re: Rezone of Approximately 0.94 acres Located at 94 West Main Street

From: CBD To: MSR

Rick Lybbert with Mountain Land Physical Therapy is proposing a rezone of 0.94 acres located at 94 West Main Street. The property is currently zoned Central Business District (CBD), and the applicant is requesting that the property be rezoned to Main Street Commercial (MSC). The applicant has prepared a letter explaining why he is requesting the rezone (Attachment 2) and has provided a concept plan (Attachment 3) showing the plans for the site. An extensive review of the proposed development is not necessary at this point, but conceptual plans have been provided to help the City consider the proposed rezone.

This proposal was reviewed by the Planning Commission on August 24, 2021, and forwarded a positive recommendation to the City Council as follows:

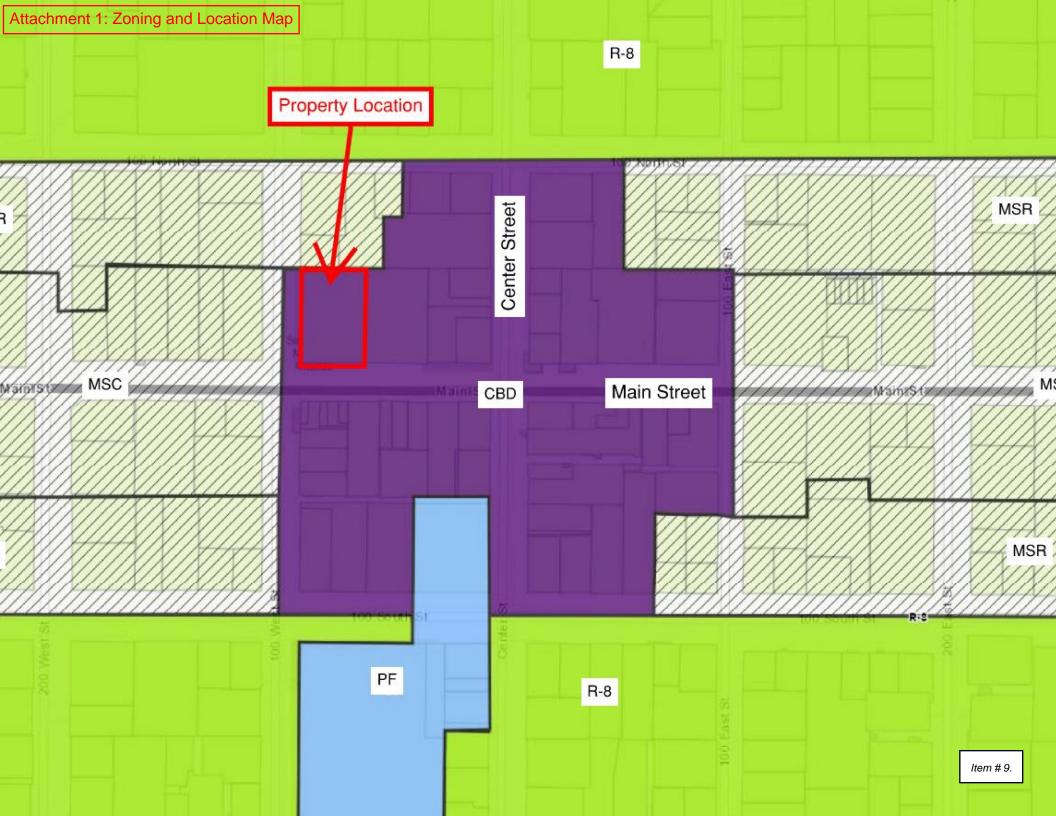
Motion: Commissioner Jorgensen motioned to send a positive recommendation to the City Council for the Santaquin 94 LLC Rezone. Commissioner Lance Seconded.

Roll Call: Commissioner Hoffman, Aye; Commissioner Curtis, Aye; Commissioner Jorgensen, Aye; Commissioner Gunnell, Aye; Commissioner Lance, Aye; Commissioner Wood, Aye. The motion passed unanimously 6 to 0.

Recommended motion: "Motion to approve/disapprove Ordinance No. 09-01-2021, an ordinance amending the zoning map of Santaquin City, more specifically, approving the rezoning of approximately 0.94 acres located at 94 West Main Street from Central Business District (CBD) Zone to Main Street Commercial (MSC) zone, providing severability and an effective date for the ordinance."

Attachments

- 1. Zoning and Location Map
- 2. Applicant Letter
- 3. Concept Plans



Dear Santaquin City Officials,

Canyon View Family Medicine & Urgent Care and Mountain Land Physical Therapy have had the pleasure of serving the residents of Santaquin City from our clinic located on 94 West Main Street for over 13 years. Recent growth in our community has resulted in increased needs for medical and physical therapy services, and ultimately increased needs for clinic space to provide these services. Collaboration with Jason Bond, our Community Development Director, has resulted in the following proposal to meet the expanding medical and physical therapy needs of our community.

Fortunately, the land surrounding our current building located at 94 West Main Street is large enough to accommodate the construction of a new building and associated parking, approximately 3000 square feet in size. We believe this will provide the necessary space to properly serve the people of Santaquin, with room to grow. However, the current Central Business District (CBD) zoning requires we build a 2-story building which is not ideal for patient access and care. Therefore, we would like to propose that our building lot located on 94 West Main Street be re-zoned to the adjacent Main Street Commercial (MSC) Zone which will allow us to construct a single story building best suited to provide physical therapy to the residents of Santaquin City. A single story building will provide ease of access ideal for patients on crutches or in wheel chairs attending physical therapy. Further, it allows us to spend our limited construction dollars in ways that will improve the patients' experience and aesthetics of the building rather than on meeting second story zoning requirements that will add little value and may not have been intended for this unique and particular use.

Please find attached diagrams showing both current and proposed zoning maps and site plans. The diagrams demonstrate how this modification will only improve the entire Main Street feel as our new building will have Main Street frontage, meet the 25 foot parapet wall height requirements, and will be architecturally designed to blend well with both the MSC zoning standards and the existing medical building. Also, please notice the additional parking and parking lot access to the North on the Proposed Site Plan, creating better traffic flow than currently exists.

We consider it a privilege to have served the people of Santaquin over the past 13 years, many who have become close friends. We are excited about the opportunity to continue to provide value to our community and hope that our new building will both beautify Main Street and allow greater access and value to essential medical and physical therapy services. Thank you for your consideration and please feel free to reach out with any questions or thoughts.

Sincerely,

Rick

Rick Lybbert, PT, OCS
CEO / President
Mountain Land Rehabilitation





ORDINANCE NO. 09-01-2021

AN ORDINANCE AMENDING THE ZONING MAP OF SANTAQUIN CITY, MORE SPECIFICALLY, APPROVING THE REZONING OF APPROXIMATELY 0.94 ACRES LOCATED AT 94 WEST MAIN STREET FROM CENTRAL BUSINESS DISTRICT (CBD) ZONE TO MAIN STREET COMMERCIAL (MSC) ZONE, PROVIDING SEVERABILITY AND AN EFFECTIVE DATE FOR THE ORDINANCE.

WHEREAS, the Santaquin 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 August 24, 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 in accordance with Section 10-9a-205 of the Utah State Code; and

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

WHEREAS, the Santaquin City Council desires to amend the Official Zoning Map of Santaquin City, more specifically the rezoning of approximately 0.94 acres of property from Central Business District (CBD) Zone to Main Street Commercial (MSC) Zone which is located at 94 West Main Street.

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

Section I.

That the official zoning map of the City be amended such that approximately 0.94 acres of property located at 94 West Main Street be rezoned from Central Business District (CBD) Zone to Main Street Commercial (MSC) Zone as shown on the attached map labeled as Exhibit A and by this reference made part hereof.

Section II. Severability

If any part of this ordinance or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such

judgment shall not affect, impair 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.

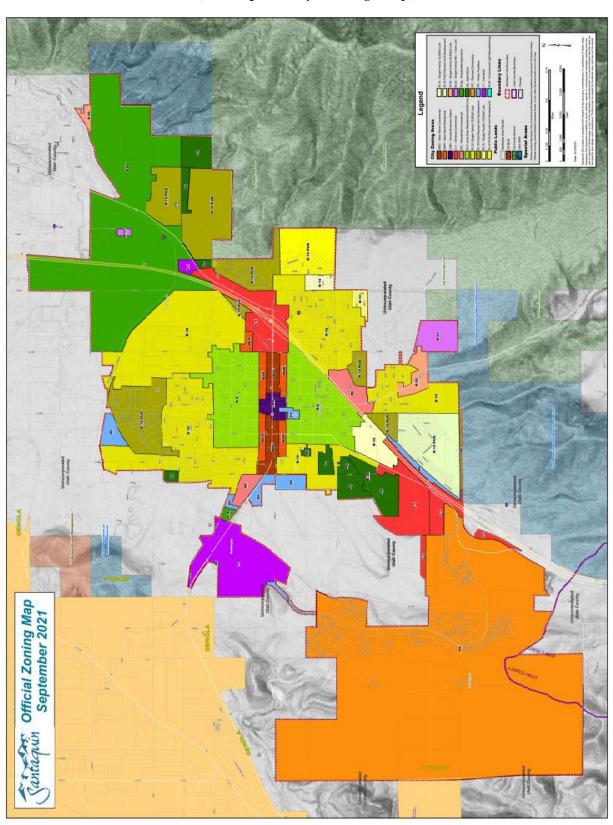
Section V. Posting and Effective Date

This ordinance shall become effective at 5:00 p.m. on Wednesday, September 8, 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 7th day of September 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)	
COUNTY OF UTAH)	SS.
declare that the above and fore	City Recorder of Santaquin City, Utah, do hereby certify and egoing is a true, full, and correct copy of an ordinance passed in City, Utah, on the 7 th day of September 2021, entitled
SPECIFICALLY, APPROVIN LOCATED AT 94 WEST MAI	NG THE ZONING MAP OF SANTAQUIN CITY, MORE IG THE REZONING OF APPROXIMATELY 0.94 ACRES IN STREET FROM CENTRAL BUSINESS DISTRICT (CBD) IN DISTRICT (MSC) ZONE, PROVIDING SEVERABILITY FOR THE ORDINANCE."
IN WITNESS WHEREO Seal of Santaquin City Utah th	OF, I have hereunto set my hand and affixed the Corporate is 7 th day of September 2021.
	K. AARON SHIRLEY
	Santaquin City Recorder

(SEAL)

AFFIDAVIT OF POSTING
STATE OF UTAH)
OUNTY 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 7 th day of September 2021.
The three places are as follows:
 Zions Bank Post Office 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:

Residing at: Utah County

Notary Public

MEMO



To: Mayor Hunsaker and City Council

From: Jason Bond, Community Development Director

Date: September 3, 2021

Re: Ercanbrack Development Agreement and Associated Ordinances

For over a year, Santaquin City staff has been coordinating with Mr. Randall Ercanbrack regarding a future plan for his property located at 580 West Main Street. These efforts were initiated from a desire that the City had to see commercial uses along the frontage of Main Street. When discussions first started, it was brought to our attention that a development agreement was executed between Santaquin City and Mr. Ercanbrack in 2002. However, that development agreement has expired but the agreement showed a development that was consistent with the City's desire to see commercial uses on the frontage of Main Street. With this understanding, the City began to negotiate terms for a new agreement which would maintain the components of the 2002 agreement, but which could be updated to reflect current needs and desires of the City and Mr. Ercanbrack.

Attached is a draft development agreement and two draft ordinances that are necessary for the development agreement to be approved. Essentially, it is proposed that the property be rezoned to have commercial zoning along the frontage of the entire property and have RC zoning behind that. This includes the rezoning of some property from R-10 to Residential Commercial (RC). However, a portion of the property that includes the existing building is proposed to be maintained for a use that is more suitable for the building. Therefore, it is proposed that a new zone called Commercial Light Manufacturing (CLM) be created. This new zone is very similar to the Residential Commercial (RC) zone but instead of residential uses, light manufacturing uses are encouraged. Specifics of the zone were carefully reviewed and negotiated as part of this process to plan for what Mr. Ercanbrack's property would look like in the future

The Planning Commission reviewed the proposed ordinances and provided the following recommendations:

Creation of Commercial Light Manufacturing (CLM) Zone

Motion: Commissioner Lance motioned to forward a positive recommendation to the City Council for the creation of a Commercial Light Manufacturing (CLM) zone with the condition that new storage facilities and accessory apartments be excluded as permitted uses. Commissioner Jorgensen seconded.

Roll Call: Commissioner Hoffman, Aye; Commissioner Curtis, Aye; Commissioner Jorgensen, Aye; Commissioner Gunnell, Aye; Commissioner Lance, Aye; Commissioner Wood, Aye. The motion passed unanimously 6 to 0.

Ercanbrack Property Rezone

Motion: Commissioner Curtis motioned to forward a positive recommendation to the City Council for the proposed Ercanbrack Rezone Request for the property at 580 W. Main Street. Commissioner Hoffman seconded.

Roll Call: Commissioner Wood, Aye; Commissioner Lance, Aye; Commissioner Gunnell, Aye; Commissioner Jorgensen, Aye; Commissioner Curtis, Aye; Commissioner Hoffman, Aye. The motion passed unanimously 6 to 0.

Staff Recommendation: It is recommended that the City Council review the comprehensive proposal and consider approval of Ordinance No. 09-02-2021 (creation of the Commercial Light Manufacturing (CLM) zone), Ordinance No. 09-03-2021 (rezoning of the Ercanbrack property), and Resolution No. 09-01-2021 (Ercanbrack Master Development Agreement).

ORDINANCE NO. 09-02-2021

AN ORDINANCE ESTABLISHING THE CLM COMMERCIAL LIGHT MANUFACTURING ZONE WITH ITS ACCOMPANYING LAND USE REGULATIONS AND DEFINED TERMS, PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE ORDINANCE.

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

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

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

WHEREAS, the City Council desires to create Santaquin City Code Title 10 Chapter 20 Section 240 to establish the CLM Commercial Light Manufacturing Zone with its accompanying land use regulations and amend Title 10 Chapter 08 Section 020 to define associated land use terms; and

WHEREAS, the Santaquin City Planning Commission held a public hearing on August 24, 2021, which hearing was preceded by the posting of public notice in at least three public places within the City limits of Santaquin City in accordance with Section 10-9a-205 of the Utah State Code; and

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

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

Section I. Amendments

Title 10 Chapter 20 Section 240 is amended as follows: (underlined text is added, stricken text is deleted)

10.20.240 CLM COMMERCIAL LIGHT MANUFACTURING ZONE

A. Objectives And Characteristics: The CLM zone allows for a mixture of commercial and light manufacturing uses. The purpose of the CLM zone is to provide for and encourage a mix of compatible land uses which offer opportunities to work and shop. It also is to provide the opportunity for compatible commercial and light manufacturing

development. Goals of this zone include the efficient use of land and creative opportunities for the economical preservation and adaptive reuse of existing structures. A mixture of office, personal service, retail shopping, and light manufacturing opportunities are encouraged within this zone.

<u>Uses should not conflict with the objectives and characteristics of either the C-1, MSC or I-1 zones, or with the general plan. Development within the CLM zone should have good access to collector streets.</u>

- B. Permitted and Conditional Uses: General land uses within the CLM zone shall complement the city's general plan for their respective areas. Those uses allowed in the CLM zone are listed in the following matrix. This code considers applicable uses in the zone, and uses not identified as permitted or conditional to be prohibited. Abbreviations and alphabetic use designations in the matrix have the following meanings:
 - P The listed use is a permitted use within the represented area, based on city development standards and ordinances.

 C The listed use requires a conditional use permit within the represented area in addition to complying with all applicable development standards and ordinances.

 A The listed use is only permitted as an accessory use within the represented area.

 N The listed use is a prohibited use within the represented area.

<u>Use</u>	<u>CLM</u>
Agriculture, excluding livestock activities	<u>P</u>
Agriculture, including livestock activities	<u>N</u>
Alcohol dispensing establishment	<u>C</u>
Automotive service station	<u>C</u>
Cabinet Making / Woodworking	<u>C</u>
Cold Storage Refrigeration Warehouse	<u>P</u>
Commercial, industrial equipment sales	<u>C</u>
Commercial, recreation	<u>P</u>
Commercial, retail sales and service	<u>P</u>
Drive-in retail	<u>P</u>

Dwelling, caretaker	<u>C</u>
Dwelling, single-family	<u>N</u>
Dwellings, multi-family, subject to SCC 10.16.060	N
Engraving, publishing, and printing	<u>P</u>
<u>Fulfillment Center</u>	<u>C</u>
Furniture and appliance stores	<u>P</u>
Healthcare facility	<u>C</u>
Home occupations, subject to SCC 10.40	P/C
Hotels and motels	<u>C</u>
Industry, Light	<u>P</u>
Industry, Medium	<u>N</u>
Institutions	<u>P</u>
Kennels	<u>N</u>
<u>Laboratory for Assay of Precious Metals</u>	<u>C</u>
<u>Laboratory, Medical</u>	<u>C</u>
Large scale developments	<u>C</u>
Parking lot	<u>P</u>
<u>Parks</u>	<u>P</u>
Pharmaceutical Manufacturing	<u>C</u>
Planned unit developments	N
Professional office or financial services	<u>P</u>
Public and quasi-public buildings	<u>P</u>
Recreational vehicle (RV) parks	N

Religious center	<u>P</u>
Residential facilities for persons with a disability pursuant to SCC 10.60 and the Utah Code § 10-9-605	<u>P</u>
Residential facilities for the elderly pursuant to SCC 10.56 and the Utah Code § 10-9-502	<u>P</u>
Schools	<u>P</u>
Seasonal businesses on properties of a commercial use and subject to the provisions of SCC 10.16.300	<u>P</u>
Seasonal businesses on properties of a residential use and subject to the provisions of SCC 10.16.300	<u>C</u>
Slaughterhouses	<u>N</u>
Stone and monument sales	<u>P</u>
Storage unit facilities	<u>N</u>
Telecommunications sites subject to SCC 10.16.340	P/C
Theaters	<u>C</u>
Veterinarian services	<u>P</u>
Wedding chapel	<u>P</u>
Wholesale stores	<u>P</u>

- C. Area Requirements: There shall be no land area requirements, except that an area sufficient to accommodate location requirements, off street parking, loading and unloading, and vehicular access shall be provided and maintained.
- D. Width Requirements: The minimum width of lots for commercial and light manufacturing development in this zone is not specified.
- E. Location Requirements; Commercial:
 - 1. Front Setback: All buildings and structures shall be set back at least ten feet (10') from the front lot line.
 - 2. Side Setbacks:
 - a. <u>Interior Lots: Commercial buildings may be designed and constructed to be conjoined or share a common wall along a side property line, with a neighboring commercial building if:</u>

- 1) The adjoining building is planned as a part of the same commercial development or plan, whether or not in subsequent phases;
- 2) A plan showing the overall commercial development, including all phases, is submitted to the community development department as a part of the applicant's commercial development application;
- 3) All specifications and regulations of the International Building Code (IBC) and the International Fire code (IFC), or subsequently adopted codes, are accounted for and satisfied;
- 4) Adequate parking facilities, as outlined in this title, are satisfied in full; and
- 5) All other applicable provisions of this code are satisfied.

Existing commercial buildings located within a commercial zone which have been built with a setback may be remodeled or expanded to incorporate a conjoined situation only if the provisions herein are met in full. No building seeking a conjoined approval may overlap a property line to form a conjoined building with an established building containing a setback. Where no conjoined buildings are desired, a ten foot (10') side setback shall be required. The minimum side setback for accessory buildings shall be ten feet (10'), except that a three foot (3') side setback shall be permitted for accessory buildings located at least twelve feet (12') from the rear of any building and having fire resistant walls of two (2) hours or more.

- b. Corner Lots: All main and accessory buildings shall be set back from the street side property line a distance of not less than fifteen feet (15'). In addition, no building or structure may be permitted to be located within the clear view area. Interior side property line setbacks shall be determined as specified in paragraph G,2,1. Accessory buildings shall be set back not less than ten feet (10') from the interior side lot line, except that a three foot (3') interior side setback shall also be permitted for accessory buildings located a distance of twelve feet (12') from the rear of the primary structure and having fire resistant walls of two (2) hours or more.
- c. Commercial Strips: Two (2) or more commercial buildings may be continually conjoined, as determined herein, provided that no such strip is continued for more than three hundred feet (300') of continual linear building frontage without an easement and/or accessway of at least fifteen feet (15') in width being established to provide emergency access to the rear of the property(ies). Any gap in building frontage of less than ten feet (10') shall be considered continued building frontage. All such commercial strips shall meet the provisions of conjoined buildings as provided in paragraph G,2,1.

3. Rear Setback:

- a. Interior Lots: All dwellings and other main buildings shall be set back from the rear property line a distance of at least ten feet (10'). Accessory buildings on interior lots shall be set back not less than ten feet (10') from the rear property line, except that a two foot (2') rear setback shall be permitted for accessory buildings having fire resistant walls of two (2) hours or more and located at least twelve feet (12') to the rear of any dwelling.
- b. Corner Lots: All dwellings and other main buildings shall be set back from the rear property line a distance of at least ten feet (10'). Accessory buildings on corner lots shall be set back not less than ten feet (10') from the rear property line, except that a two foot (2') rear setback shall be permitted for accessory buildings located at least twelve feet (12') to the rear of any dwelling and having fire resistant walls of two (2) hours or more.
- 4. <u>Clear View: All structures must be placed in conformance with the clear view standards found in SCC 10.16.090.</u>
- 5. Fuel Pumps: Fuel pumps shall be located no closer than thirty feet (30') from any street.
- 6. Residential Setback: The minimum setback from any residential zone or use shall be fifteen feet (15').
- 7. Building Heights:
 - a. The minimum allowable height shall be eight feet (8'), measured from the interior ceiling to the exterior grade.
 - b. The maximum allowable height shall be forty-eight feet (48'), measured from the interior ceiling to the exterior grade.

F. Location Requirements; Light Manufacturing:

- 1. All Buildings and Structures:
 - a. Front Setback: Thirty-five feet (35') from the front lot line.
 - b. Front Setback On Corner Lot: Thirty-five feet (35') from property line along primary frontage, thirty feet (30') from property line along secondary frontage.
 - c. Side Setbacks:
 - 1) Interior Lots: All main buildings shall be set back from the side property line a distance of at least ten feet (10'), and the sum of the total distance of the two (2) side setbacks shall be at least twenty feet (20'). Accessory buildings on interior lots shall be set back from the side property line a distance of at least ten feet (10'), except that a three-foot (3') side setback shall be permitted for accessory buildings located at least twelve feet (12') to the rear of any main building and having fire resistant walls of two (2) hours or more.
 - 2) Corner Lots: All main and accessory buildings shall be set back from any street not less than twenty-five feet (25'). Accessory buildings shall be set back not less than ten feet (10') from the

interior side lot line, except that a three-foot (3') interior side setback shall also be permitted for accessory buildings located a distance of twelve feet (12') from the rear of the primary structure and having fire resistant walls of two (2) hours or more.

d. Rear Setback:

- 1) Interior Lots: All dwellings and other main buildings shall be set back from the rear property line a distance of at least ten feet (10'). Accessory buildings on interior lots shall be set back not less than ten feet (10') from the rear property line, except that a two foot (2') rear setback shall be permitted for accessory buildings having fire resistant walls of two (2) hours or more and located at least twelve feet (12') to the rear of any dwelling.
- 2) Corner Lots: All dwellings and other main buildings shall be set back from the rear property line a distance of at least ten feet (10'). Accessory buildings on corner lots shall be set back not less than ten feet (10') from the rear property line, except that a two foot (2') rear setback shall be permitted for accessory buildings located at least twelve feet (12') to the rear of any dwelling and having fire resistant walls of two (2) hours or more.
- 2. Clear View: All structures must be placed in conformance with the clear view standards found in SCC 10.16.090.
- 3. Size Of Building: The ground floor area of all buildings has not been specified.
- 4. Building Heights:
 - a. The minimum allowable height shall be eight feet (8'), measured from the interior ceiling to the exterior grade.
 - b. The maximum allowable height shall be forty-eight feet (48'), measured from the interior ceiling to the exterior grade.

G. Special Provisions:

- 1. All materials and merchandise, except vehicles in running order, shall be stored in an enclosed building or within an enclosure surrounded by a sight obscuring fence or wall of not less than six feet (6') and no materials or merchandise shall be stored to a height of more than the enclosing fence or wall.
- 2. Storage of junk, partially or completely dismantled automobiles, or salvage materials shall be prohibited.
- 3. No solid waste container shall be located in the front yard setback area, nor thirty feet (30') from any public street. All dumpsters shall be screened from the public view by a six-foot (6') sight obscuring wall or fence. The floor of the trash enclosure shall be a concrete pad which shall extend five feet (5') beyond the opening of the trash enclosure. Trash enclosures shall be located so as to minimize disturbance to residential development. Trash enclosures shall be at least fifty feet (50') away from any residential use.
- 4. <u>Development landscaping shall be in accordance with SCC 10.52, "Landscaping Standards".</u>
- 5. <u>An architectural design theme is maintained across all buildings as practicable, or as negotiated as set forth in a development agreement.</u>

Title 10 Chapter 08 Section 020 is amended as follows: (underlined text is added, stricken text is deleted)

10.08.020 TERMS DEFINED - LAND USE AND DEVELOPMENT MANAGEMENT CODE

The following terms, as defined, shall apply as such throughout this title:

<u>CABINET MAKING/WOODWORKING:</u> An establishment for making furniture or other items out of wood or similar materials.

COLD STORAGE REFRIGERATION WAREHOUSE: A facility used for the storage, warehousing and shipping of items such as food or pharmaceuticals that require a refrigerated environment.

COMMERCIAL, INDUSTRIAL EQUIPMENT SALES: A facility for the display and sale of equipment and machinery used for commercial and industrial purposes. This does not typically include repair or service of equipment.

FULFILLMENT CENTER: A facility used for the storage, processing and/or shipping of items from third-party vendors to purchasers including the use of on-site "lockers" for the picking up of items ordered online.

LABORATORY FOR ASSAY OF PRECIOUS METALS: A commercial laboratory used for assaying precious metals.

<u>LABORATORY</u>, <u>MEDICAL</u>: A facility used for medical imaging, the collection of medical samples or the processing/analyzing of samples that have been collected off-site.

PHARMACEUTICAL MANUFACTURING: A facility for the manufacturing of pharmaceuticals, nutraceuticals, or other health-related supplements.

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 III. Contrary Provisions Repealed

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

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

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

Section V. Posting and Effective Date

This ordinance shall become effective at 5:00 p.m. on Wednesday, September 8, 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 7th day of September 2021.

	Kirk Hunsaker, Mayor	
	Councilmember Nick Miller Councilmember Elizabeth Montoya Councilmember Lynn Mecham Councilmember Jennifer Bowman Councilmember David Hathaway	Voted Voted Voted Voted
ATTEST:		
K. Aaron Shirley, City Recorder		

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 7th day of September, 2021, entitled

"AN ORDINANCE ESTABLISHING THE CLM COMMERCIAL LIGHT MANUFACTURING ZONE WITH ITS ACCOMPANYING LAND USE REGULATIONS AND DEFINED TERMS, PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE ORDINANCE."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Santaguin City Utah this 7th day of September, 2021.

K. AARON SHIRLEY

Santaquin City Recorder

(SEAL)

	AFFIDAVIT OF POSTING
STATE OF UTAH)
COUNTY OF UTAH) ss.)
	Y, City Recorder of Santaquin City, Utah, do hereby certify hree (3) public places the ordinance, which is attached ember 2021.
The three place	es are as follows:
 Zions Ba Post Office City Office 	ice
I further certify that copies of said ordinance.	the ordinance so posted were true and correct copies of
K. AARON SHIRLEY Santaquin City Recorder	
The foregoing instrument was 20, by K. AARON SHIRLE	s acknowledged before me this day of, Y.

Notary Public

MEMO



To: Mayor Hunsaker and City Council

From: Jason Bond, Community Development Director

Date: September 3, 2021

Re: Ercanbrack Development Agreement and Associated Ordinances

For over a year, Santaquin City staff has been coordinating with Mr. Randall Ercanbrack regarding a future plan for his property located at 580 West Main Street. These efforts were initiated from a desire that the City had to see commercial uses along the frontage of Main Street. When discussions first started, it was brought to our attention that a development agreement was executed between Santaquin City and Mr. Ercanbrack in 2002. However, that development agreement has expired but the agreement showed a development that was consistent with the City's desire to see commercial uses on the frontage of Main Street. With this understanding, the City began to negotiate terms for a new agreement which would maintain the components of the 2002 agreement, but which could be updated to reflect current needs and desires of the City and Mr. Ercanbrack.

Attached is a draft development agreement and two draft ordinances that are necessary for the development agreement to be approved. Essentially, it is proposed that the property be rezoned to have commercial zoning along the frontage of the entire property and have RC zoning behind that. This includes the rezoning of some property from R-10 to Residential Commercial (RC). However, a portion of the property that includes the existing building is proposed to be maintained for a use that is more suitable for the building. Therefore, it is proposed that a new zone called Commercial Light Manufacturing (CLM) be created. This new zone is very similar to the Residential Commercial (RC) zone but instead of residential uses, light manufacturing uses are encouraged. Specifics of the zone were carefully reviewed and negotiated as part of this process to plan for what Mr. Ercanbrack's property would look like in the future

The Planning Commission reviewed the proposed ordinances and provided the following recommendations:

Creation of Commercial Light Manufacturing (CLM) Zone

Motion: Commissioner Lance motioned to forward a positive recommendation to the City Council for the creation of a Commercial Light Manufacturing (CLM) zone with the condition that new storage facilities and accessory apartments be excluded as permitted uses. Commissioner Jorgensen seconded.

Roll Call: Commissioner Hoffman, Aye; Commissioner Curtis, Aye; Commissioner Jorgensen, Aye; Commissioner Gunnell, Aye; Commissioner Lance, Aye; Commissioner Wood, Aye. The motion passed unanimously 6 to 0.

Ercanbrack Property Rezone

Motion: Commissioner Curtis motioned to forward a positive recommendation to the City Council for the proposed Ercanbrack Rezone Request for the property at 580 W. Main Street. Commissioner Hoffman seconded.

Roll Call: Commissioner Wood, Aye; Commissioner Lance, Aye; Commissioner Gunnell, Aye; Commissioner Jorgensen, Aye; Commissioner Curtis, Aye; Commissioner Hoffman, Aye. The motion passed unanimously 6 to 0.

Staff Recommendation: It is recommended that the City Council review the comprehensive proposal and consider approval of Ordinance No. 09-02-2021 (creation of the Commercial Light Manufacturing (CLM) zone), Ordinance No. 09-03-2021 (rezoning of the Ercanbrack property), and Resolution No. 09-01-2021 (Ercanbrack Master Development Agreement).

ORDINANCE NO. 09-03-2021

AN ORDINANCE AMENDING THE ZONING MAP OF SANTAQUIN CITY, MORE SPECIFICALLY, APPROVING THE REZONING OF APPROXIMATELY 7.90 ACRES OF PROPERTY FROM RESIDENTIAL COMMERCIAL (RC) ZONE TO MAIN STREET COMMERCIAL (MSC) ZONE, APPROXIMATELY 3.20 ACRES OF PROPERTY FROM RESIDENTIAL R-10 ZONE TO RESIDENTIAL COMMERCIAL (RC) ZONE, AND APPROXIMATELY 4.09 ACRES OF PROPERTY FROM RESIDENTIAL COMMERCIAL (RC) ZONE TO COMMERCIAL LIGHT MANUFACTURING (CLM) ZONE, PROVIDING SEVERABILITY AND AN EFFECTIVE DATE FOR THE ORDINANCE.

WHEREAS, the Santaquin 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 August 24, 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 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, a development agreement was executed on December 19, 2002, with the property owner which generally showed the same area having commercial along the frontage of Main Street and residential units on the remaining areas; and

WHEREAS, the terms of the above-described development agreement expired on December 19, 2012; and

WHEREAS, the current zoning of Residential Commercial (RC) on the subject property does not ensure that commercial uses will be constructed along the frontage of Main Street; and

WHEREAS, that Santaquin City desires to see commercial uses constructed along the frontage of Main Street; and

WHEREAS, Santaquin City desires to work with the property owner to draft a new development agreement that will mutually benefit the City and the property owner; and

WHEREAS, the Santaquin City Council desires to amend the Official Zoning Map of Santaquin City, more specifically the rezoning of approximately 7.90 acres of property from Residential Commercial (RC) zone to Main Street Commercial (MSC) zone, approximately 3.20 acres of property from Residential R-10 zone to Residential Commercial (RC) zone, and approximately 4.09 acres of property from Residential Commercial (RC) zone to Commercial Light Manufacturing (CLM) zone which is located at approximately 580 West Main Street.

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 7.90 acres of property from Residential Commercial (RC) zone to Main Street Commercial (MSC) zone, approximately 3.20 acres of property from Residential R-10 zone to Residential Commercial (RC) zone, and approximately 4.09 acres of property from Residential Commercial (RC) zone to Commercial Light Manufacturing (CLM) 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. Posting and Effective Date

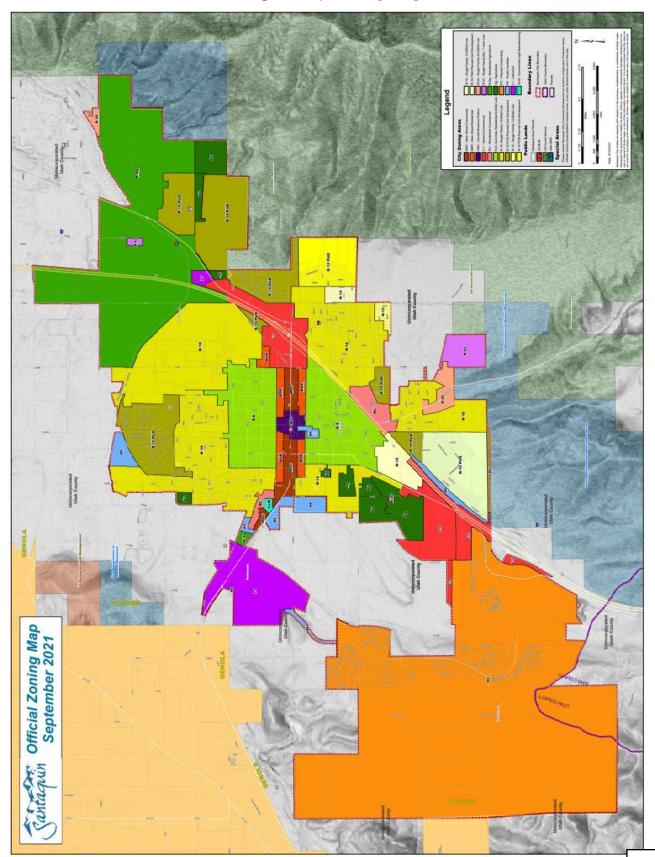
This ordinance shall become effective at 5:00 p.m. on Wednesday, September 8, 2021. Prior to that time, the City Recorder shall deposit a copy of this ordinance in the official records of the City and place a copy of this ordinance in three places within the City.

PASSED AND ADOPTED this 7th day of September 2021.

Kirk Hunsaker, Mayor		
Councilmember Nick Miller	Voted	
Councilmember Elizabeth Montoya	Voted	
Councilmember Lynn Mecham	Voted	

	Councilmember Jennifer Bowman	Voted
	Councilmember David Hathaway	Voted
A FERRE GET		
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 7th day of September 2021, entitled

"AN ORDINANCE AMENDING THE ZONING MAP OF SANTAQUIN CITY, MORE SPECIFICALLY, APPROVING THE REZONING OF APPROXIMATELY 7.90 ACRES OF PROPERTY FROM RESIDENTIAL COMMERCIAL (RC) ZONE TO MAIN STREET COMMERCIAL (MSC) ZONE, APPROXIMATELY 3.20 ACRES OF PROPERTY FROM RESIDENTIAL R-10 ZONE TO RESIDENTIAL COMMERCIAL (RC) ZONE, AND APPROXIMATELY 4.09 ACRES OF PROPERTY FROM RESIDENTIAL COMMERCIAL (RC) ZONE TO COMMERCIAL LIGHT MANUFACTURING (CLM) 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 Santaguin City Utah this 7th day of September 2021.

K. AARON SHIRLEY
Santaquin City Recorder

(SEAL)

	AFFIDAVIT OF POSTING
STATE OF UTAH	
COUNTY OF UT) ss. AH)
and declare that	ON SHIRLEY, City Recorder of Santaquin City, Utah, do hereby certify I posted in three (3) public places the ordinance, which is attached hereto September 2021.
The	e three places are as follows:
1. 2. 3.	Zions Bank Post Office City Office
I further certify th ordinance.	at copies of the ordinance so posted were true and correct copies of said
K. AARON SHIR Santaquin City R	
The foregoing ins	strument was acknowledged before me this day of, 20, HRLEY.
My Commission	Expires:
	Notary Public

Residing at: Utah County

MEMO



To: Mayor Hunsaker and City Council

From: Jason Bond, Community Development Director

Date: September 3, 2021

Re: Ercanbrack Development Agreement and Associated Ordinances

For over a year, Santaquin City staff has been coordinating with Mr. Randall Ercanbrack regarding a future plan for his property located at 580 West Main Street. These efforts were initiated from a desire that the City had to see commercial uses along the frontage of Main Street. When discussions first started, it was brought to our attention that a development agreement was executed between Santaquin City and Mr. Ercanbrack in 2002. However, that development agreement has expired but the agreement showed a development that was consistent with the City's desire to see commercial uses on the frontage of Main Street. With this understanding, the City began to negotiate terms for a new agreement which would maintain the components of the 2002 agreement, but which could be updated to reflect current needs and desires of the City and Mr. Ercanbrack.

Attached is a draft development agreement and two draft ordinances that are necessary for the development agreement to be approved. Essentially, it is proposed that the property be rezoned to have commercial zoning along the frontage of the entire property and have RC zoning behind that. This includes the rezoning of some property from R-10 to Residential Commercial (RC). However, a portion of the property that includes the existing building is proposed to be maintained for a use that is more suitable for the building. Therefore, it is proposed that a new zone called Commercial Light Manufacturing (CLM) be created. This new zone is very similar to the Residential Commercial (RC) zone but instead of residential uses, light manufacturing uses are encouraged. Specifics of the zone were carefully reviewed and negotiated as part of this process to plan for what Mr. Ercanbrack's property would look like in the future

The Planning Commission reviewed the proposed ordinances and provided the following recommendations:

Creation of Commercial Light Manufacturing (CLM) Zone

Motion: Commissioner Lance motioned to forward a positive recommendation to the City Council for the creation of a Commercial Light Manufacturing (CLM) zone with the condition that new storage facilities and accessory apartments be excluded as permitted uses. Commissioner Jorgensen seconded.

Roll Call: Commissioner Hoffman, Aye; Commissioner Curtis, Aye; Commissioner Jorgensen, Aye; Commissioner Gunnell, Aye; Commissioner Lance, Aye; Commissioner Wood, Aye. The motion passed unanimously 6 to 0.

Ercanbrack Property Rezone

Motion: Commissioner Curtis motioned to forward a positive recommendation to the City Council for the proposed Ercanbrack Rezone Request for the property at 580 W. Main Street. Commissioner Hoffman seconded.

Roll Call: Commissioner Wood, Aye; Commissioner Lance, Aye; Commissioner Gunnell, Aye; Commissioner Jorgensen, Aye; Commissioner Curtis, Aye; Commissioner Hoffman, Aye. The motion passed unanimously 6 to 0.

Staff Recommendation: It is recommended that the City Council review the comprehensive proposal and consider approval of Ordinance No. 09-02-2021 (creation of the Commercial Light Manufacturing (CLM) zone), Ordinance No. 09-03-2021 (rezoning of the Ercanbrack property), and Resolution No. 09-01-2021 (Ercanbrack Master Development Agreement).



RESOLUTION 09-01-2021 A RESOLUTION APPROVING THE ERCANBRACK MASTER DEVELOPMENT AGREEMENT (580 W. MAIN STREET)

BE IT HEREBY RESOLVED:

SECTION 1: The attached documents Development Agreement	represent	the	Ercanbrack	Master
SECTION 2: This Resolution shall become	effective up	on pa	assage.	
Approved on this 7th day of September, 202	1.			
	City of S	anta	quin,	

Kirk F. Hunsaker, Mayor

Attest:	
K. Aaron Shirley, City Recorder	

MASTER DEVELOPMENT AGREEMENT FOR ERCANBRACK MIXED USE DEVELOPMENT

September 7, 2021

WHEN RECORDED, RETURN TO:

Bruce R. Baird Bruce R. Baird, PLLC 2150 South 1300 East, Suite 500 Salt Lake City, UT 84106

MASTER DEVELOPMENT AGREEMENT FOR ERCANBRACK MIXED USE DEVELOPMENT

THIS MASTER DEVELOPMENT AGREEMENT is made and entered into as of the 7th day of September, 2021, by and between Santaquin City, a Utah municipality and W. M. Ercanbrack Co., Inc., a Utah corporation.

RECITALS

- A. The capitalized terms used in this MDA and in these Recitals are defined in Section 1.2, below.
 - B. Master Developer owns and is developing the Property.
- C. Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan.
- D. The Parties acknowledge that development of the Property pursuant to this MDA may result in significant planning benefits to the City and its residents by, among other things requiring orderly development of the Property known as the Ercanbrack Mixed Use Development and increasing property tax and other revenues to the City based on improvements to be constructed on the Property.
- E. The Parties desire to enter into this MDA to specify the rights and responsibilities of the Master Developer to develop the Property as expressed in this MDA and the rights and

responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

- F. The Parties understand and intend that this MDA is a "development agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 (2018) *et seq*.
- G. On September 7, 2021, the City zoned the Property as shown on the Zoning Map which was approved by Ordinance No. 09-03-2021.
 - H. This MDA conforms with the intent of the City's General Plan and the Zoning.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Master Developer hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

- 1.1. **Incorporation.** The foregoing Recitals and Exhibits "A" "C" are hereby incorporated into this MDA.
- 1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:
 - 1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2018), *et seq*.
 - 1.2.2. **Administrative Modifications** means those modifications to certain limited aspects of the MDA that may be made by the Administrator pursuant to Section 11, below.

- 1.2.3. **Administrator** means the person designated by the City as the Administrator of this MDA.
- 1.2.4. **Applicant** means a person or entity submitting a Development Application.
- 1.2.5. **Buildout** means the completion of all of the development on the entire Project in accordance with the approved plans.
- 1.2.6. **City** means Santaquin City, a Utah municipality.
- 1.2.7. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.
- 1.2.8. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project, which contradict or change the City's Vested Laws, and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.
- 1.2.9. **City's Vested Laws** means the substantive ordinances, policies, standards and procedures of the City, related to land use regulations affecting the Project (i.e.., Santaquin City Code, Titles 10 and 11), in effect as of the date of this MDA, a digital copy of which is attached as Exhibit "C".
- 1.2.10. **Commercial Uses** means those commercial, retail, office and other uses as shown on the Master Plan, Exhibit "B".
- 1.2.11. **Council** means the elected City Council of the City.
- 1.2.12. **Default** means a material breach of this MDA as specified herein.

- 1.2.13. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by City staff.
- 1.2.14. **Development** means the development of a portion of the Property pursuant to an approved Development Application.
- 1.2.15. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.
- 1.2.16. **Development Area** means one of the 8 areas for separate development of the Project as conceptually shown on the Master Plan, Exhibit "B".
- 1.2.17. **Development Report** means a report containing the information specified in Section 2.4.
- 1.2.18. **Final Plat** means the recordable map or other graphical representation of land that complies with Utah Code Ann. § 10-9a-603 (July, 2021), or any successor provision, and the City's Vested Laws, and is approved by the City, effectuating a Subdivision of any portion of the Project.
- 1.2.19. **Master Developer** means W. M. Ercanbrack Co., Inc. and its assignees or transferees as permitted by this MDA.
- 1.2.20. **Master Plan** means the conceptual layout for the Development Areas, Residential Dwelling Units, approved Commercial Uses, and Public Infrastructure for the Project, as set forth in Exhibit "B".
- 1.2.21. **MDA** means this Master Development Agreement and any amendments thereto, including all of its Exhibits.

- 1.2.22. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another Party.
- 1.2.23. **Open Space** shall have the meaning specified in Section 10.08.020 of the City's Vested Laws.
- 1.2.24. **Outsourc[e][ing]** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.
- 1.2.25. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper as a Subdivision that is not an individually developable lot as specified in Section 6.7.
- 1.2.26. **Party/Parties** means, in the singular, Master Developer or the City; in the plural Master Developer and the City.
- 1.2.27. **Planning Commission** means the City's Planning Commission.
- 1.2.28. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities.
- 1.2.29. **Property** means the real property proposed for development by Master Developer more fully described in Exhibit "A".
- 1.2.30. **Public Infrastructure** means those elements of infrastructure that are planned, agree, or required to be dedicated to the City as a condition of the approval of a Development Application.

- 1.2.31. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a single-family detached dwelling or multiple-unit dwelling as defined in the City's Vested Laws.
- 1.2.32. **Subdeveloper** means a person or an entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Master Developer which purchases a Parcel for development.
- 1.2.33. **Subdivision** means the division of any portion of the Project into developable lots pursuant to State Law and/or the Zoning Ordinance.
- 1.2.34. **Subdivision Application** means the application to create a Subdivision.
- 1.2.35. **Zoning** means the zoning for the Property and each Development Area, in effect or as approved at the time of approval of this MDA.
- 1.2.36. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA as a part of the City's Vested Laws.

2. Development of the Project.

- 2.1. Compliance with the Master Plan and this MDA. Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Master Plan and this MDA.
- 2.2. **Maximum Residential Units.** The maximum number of Residential Dwelling Units per Development Area is set forth in Exhibit "B" and shall not be transferrable from one Development Area to another Development Area.
- 2.3. Limitation and No Guarantee. Master Developer acknowledges that the

development of the potential number of Residential Dwelling Units and every other aspect of the Master Plan requires that each Development Application comply with the City's Vested Laws including, without limitation, the City's geologic hazards requirements. Notwithstanding any contrary provision of this Agreement, the City's entry into this MDA does not guarantee that the Master Developer will be able to construct the Maximum Residential Units or any other aspect of the Project until and unless all the applicable requirements of the City's Vested Laws are complied with.

- 2.4. Accounting for Residential Units for Parcels Sold to Subdevelopers. Any Parcel sold by Master Developer to a Subdeveloper or subsequent Subdeveloper shall include the transfer of a specified portion of the Maximum Residential Units sold with the Parcel. Upon any such transfer, Master Developer or Subdeveloper shall deliver a Development Report to the City, which includes the total Maximum Residential Units in each of the affected parcels.
- 2.5. **Architectural Standards.** Developer shall make reasonable efforts to maintain consistency of architectural design and standards in the development and agrees to meet the minimum architectural and design requirements as set forth in Santaquin City Code section 10.16.060 for residential buildings and Santaquin City Code section 10.20.190 for commercial, mixed use, and light manufacturing buildings, in effect on the date of the execution of this agreement.

3. Vested Rights.

3.1. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants Master Developer all rights to develop the Project in fulfillment of

this MDA, the City's Vested Laws, the Zoning and the Master Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2021).

- 3.2. **Exceptions.** The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.1 are subject to only the following exceptions:
 - 3.2.1. <u>Master Developer Agreement.</u> City's Future Laws that Master Developer agrees in writing to the application thereof to the Project;
 - 3.2.2. <u>State and Federal Compliance.</u> City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;
 - 3.2.3. <u>Codes.</u> Any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, fire, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;
 - 3.2.4. <u>Taxes.</u> Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated;
 - 3.2.5. <u>Fees.</u> Changes to the amounts of fees for the processing of Development

Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

- 3.2.6. <u>Impact Fees</u>. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law and applicable statutes, including but not limited to Utah Code Ann. Section 11-36a-101 (2021) *et seq.*;
- 3.2.7. <u>Planning and Zoning Modification</u>. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks, conditional use criteria, or similar items so long as such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire City and do not materially and unreasonably increase the costs of any Development; or 3.2.8. <u>Compelling, Countervailing Interest</u>. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2021).
- 4. **Term of Agreement.** This MDA shall expire December 31, 2031. If Master Developer has not been declared to be currently in Default as of December 31, 2031 (and if any such Default is not being cured) then this MDA shall be automatically extended until December 31, 2036. This MDA shall also terminate automatically at Buildout.

5. Zoning.

5.1. **Map.** The Parties acknowledge that the Development Areas shown with zoning designation on the Master Plan do not have legally specified boundaries because neither

of the Parties knows at the time of the execution of this MDA precisely where the roads and other demarcating aspects of the Project will be actually located. The Master Plan establishes rough parameters for the location of the eventual zoning and this Section 5 establishes the processes for locating and establishing those zoning boundaries as the Project develops.

5.2. **Process.** When and as a Development Application is filed for a Subdivision of Development Area that Development Application shall specify any restrictions or limitations on the Zoning other than those specified in the Master Plan such as limiting the types of Commercial Uses that may be allowed. So long as the area of land subject to the Development Application is not more than ten percent (10%) larger or smaller than shown for that Development Area on the Master Plan and does not add to the types of allowable Commercial Uses or Residential Uses than the Development Application may be approved administratively. Once the Development Application is approved then the City's Zoning Map shall be deemed amended to fix and specify the zoning boundaries for that Development Application area. Any other modification to the size or uses in a Development Area require approval of the City through the normal zoning process specified in the City's then current zoning code.

6. Processing of Development Applications.

- 6.1. **Processing of Development Applications.** Processing of Development Applications will be governed by City Code.
- 6.2. Acceptance of Certifications Required for Development Applications. Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State

of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City.

- 6.3. Independent Technical Analyses for Development Applications. If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants with the actual and reasonable costs being the responsibility of Applicant.
 6.4. City Denial of a Development Application. If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, the Zoning and/or the City's Vested Laws (or, if applicable, the City's Future Laws). The City may amend such
- 6.5. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below. Applicant's failure to successfully appeal any such denial shall preclude any action by Applicant against City for City's denial.
- 6.6. Mediation of Development Application Denials.

written determination as necessary.

6.6.1. <u>Issues Subject to Mediation.</u> Issues resulting from the City's Denial of a

Development Application that the parties are not able to resolve shall be mediated.

6.6.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within thirty (30) calendar days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant and the City shall split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall within thirty (30) calendar days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate.

The mediator's opinion shall not be binding on the parties.

6.7. **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a Subdivision as is provided in Utah Code Ann., Section 10-9a-103(65)(c)(v) (2021) that does not create any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent re-Subdivision of the Parcel that creates

individually developable lots. However, construction of improvements shall not be allowed until the Master Developer or Subdeveloper complies with the City's Vested Laws and the City's security requirements in effect at the time of a completed Development Application.

7. Application Under City's Future Laws. Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for all or part of the Project under the City's Future Laws in effect at the time of the Development Application so long as the overall number of Residential Dwelling Units in the Project is not increased, and Master Developer is not in current breach of this Agreement.

8. Public Infrastructure.

- 8.1. **Construction by Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application pursuant to the City's Vested Laws.
- 8.2. **Bonding.** Unless otherwise provided by Chapter 10-9a of the Utah Code as amended, Applicant shall provide security for any Public or private Infrastructure required by the City, in a form acceptable to the City. as specified in the City's ordinances in effect at the time of application. Partial releases of any such required security shall be allowed as work progresses based on the City's laws then in effect.

9. Upsizing/Reimbursements to Master Developer.

9.1. "Upsizing". All Public Infrastructure shall be of sufficient capacity to service the entire Project at Buildout. The City shall not require Master Developer to "upsize" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than

required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means reimbursement agreements, payback agreements, and impact fee credits and reimbursements. Providing Public Infrastructure with sufficient capacity to serve the entire Project at Buildout is not considered upsizing for purposes of this MDA, and all associated costs thereof are the sole responsibility of the Master Developer, and not the responsibility of the City.

10. **Default.**

10.1. **Notice.** If Master Developer or a Subdeveloper or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Master Developer.

10.2. **Contents of the Notice of Default**. The Notice of Default shall:

- 10.2.1. Specific Claim. Specify the claimed event of Default;
- 10.2.2. <u>Applicable Provisions</u>. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;
- 10.2.3. Materiality. Identify why the Default is claimed to be material; and
- 10.2.4. Optional Cure. If the City chooses, in its discretion, it may propose a method

and time for curing the Default which shall be of no less than thirty (30) calendar days duration.

- 10.3. **Remedies.** If the parties are not able to resolve the Default by "Mediation", the parties may have the following remedies.
 - 10.3.1. <u>Law and Equity.</u> All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.
 - 10.3.2. <u>Security.</u> The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.
 - 10.3.3. <u>Future Approvals.</u> The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.
- 10.4. **Emergency Defaults.** Anything in this MDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 10.3 without the requirements of Section 10.2. The City shall give Notice to Master Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered.
- 10.5. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) calendar days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

- 10.6. **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.
- 10.7. **Limitation on Recovery for Default No Damages.** Anything in this MDA notwithstanding no Party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The sole remedy available to Master Developer or any Subdeveloper shall be that of specific performance.
- 10.8. **City Inspections.** Nothing in this Section 10 shall be construed to limit the ability or authority of City's inspectors to assure compliance with construction standards and practices through the procedures applied generally to construction projects in the City.

11. Modifications and Amendments.

- 11.1. **Allowable Administrative Modifications.** The following modifications to this MDA may be considered and approved by the Administrator:
 - 11.1.1. <u>Infrastructure</u>. Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.
 - 11.1.2. <u>General</u>. Any other modifications deemed to be minor modifications by the Administrator.

11.2. Process for Administrative Modifications.

- 11.2.1. Who May Submit for an Administrative Modification. Only the City and Master Developer, or an assignee that succeeds to all of the rights and obligations of Master Developer under this MDA, (and not including a Subdeveloper) may submit a Modification Application.
- 11.2.2. Consideration by the Administrator. The Administrator shall consider and

decide upon a request for an Administrative Modification within a reasonable time

not to exceed forty-five (45) days from the date of submission of an for an

Administrative Modification.

11.2.3. Notification to City Council. If the Administrator determines to approve a

proposed Administrative Modification, the Administrator shall give written notice of

the proposed approval to the City Council. If any member of the City Council gives

notice of an objection to the proposed Administrative Modification within fifteen (15)

business days of the notice then the proposed Administrative Modification shall be

considered by the City as an amendment to the MDA pursuant to the City's then-

current process for amending zoning.

11.2.4. <u>Recordation</u>. If the City Council does not object to the Administrator's

approval of the proposed Administrative Modification within the period specified

above then the City approval shall be conclusively presumed and the Administrator

record notice of such approval shall be against the applicable portion of the Property

in the official City and County records.

12. **Notices.** All notices required or permitted under this MDA shall, in addition to any other

means of transmission, be given in writing by certified mail and regular mail to the following

address:

To the Master Developer:

Wm. Ercanbrack Co, Inc.

With a Copy to:

Bruce R. Baird

Bruce R. Baird, PLLC

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2150 South 1300 East, Suite 500 Salt Lake City, UT 84106 bbaird@difficultdirt.com (801) 328-1400

To the City:

Santaquin City Attn: City Manager Benjamin Reeves 275 West Main Street Santaquin, UT 84655 breeves@santaquin.org (801) 754-3200

With a Copy to:

Santaquin City Attn: City Attorney Brett B. Rich Nielsen & Senior, P.C. 1140 South 800 East, Suite 110 Orem, UT 84097 bbr@ns-law.com (801) 701-7074

- 12.1. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:
 - 12.1.1. <u>Hand Delivery.</u> Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.
 - 12.1.2. <u>Electronic Delivery.</u> Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an

electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

- 12.1.3. <u>Mailing.</u> On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.
- 13. **<u>Headings.</u>** The captions used in this MDA are for convenience only and a not intended to be substantive provisions or evidences of intent.
- 14. No Third-Party Rights/No Joint Venture. This MDA does not create a joint venture relationship, partnership or agency relationship between the City, or Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property or unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City's Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.
- 15. <u>Assignability</u>. The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part, respectively, by Master Developer with the consent of the City as provided herein.
 - 15.1. **Sale of Lots.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an

"assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Master Developer.

- 15.2. **Related Entity.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City Notice of any event specified in this sub-section within fifteen (15) calendar days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.
- 15.3. **Notice.** Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.
- 15.4. **Time for Objection.** Unless the City objects in writing within thirty (30) calendar days of notice, the City shall be deemed to have approved of and consented to the assignment.
- 15.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee

succeeds. Upon any such approved partial assignment Master Developer shall not be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations herein.

- 15.6. **Denial.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Master Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to the "Mediation" process specified in Section 6.6.
- 15.7. **Assignees Bound by MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment. That consent shall specifically acknowledge the provisions of Section 2.
- 16. <u>Binding Effect.</u> If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, configurations, and number of Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by or Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein. Each sale of a Parcel shall include a written designation of the maximum number of Residential Dwelling Units allocated to that parcel.
- 17. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

- 18. Severability. If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.
- 19. <u>Survival</u>. If this MDA is terminated for any reason the provisions of Sections 9.1, 10.7, 14, 24, 25 and 26 shall survive the termination.
- 20. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.
- 21. <u>Time is of the Essence</u>. Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.
- 22. Appointment of Representatives. To further the commitment of the Parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the City Manager or his designee. The initial representative for Master Developer shall be Randall Ercanbrack. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.

- 23. **Estoppel Certificate.** Upon twenty (20) days prior written request by Master Developer or a Subdeveloper, the City will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time has not been declared to be in default of the terms of this Agreement, and that the City is not aware of any circumstances that would constitute such a default.
- 24. <u>Applicable Law</u>. This MDA is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.
- 25. <u>Venue</u>. Any action to enforce this MDA shall be brought only in the Fourth District Court for the State of Utah, Salt Lake City Division.
- 26. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.
- 27. <u>Mutual Drafting.</u> Each Party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against any Party based on which Party drafted any particular portion of this MDA.
- 28. Recordation and Running with the Land. This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. The data disk of the City's Vested Laws, Exhibit "C", shall not be recorded in the chain of title. A secure copy of Exhibit "C" shall be filed with the City Recorder and each party shall also have an identical copy.
- 29. <u>Authority</u>. The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the Mayor is affixed to this MDA lawfully binding the City pursuant to Resolution No. 09-01-2021 adopted

by the City on September 7, 2021.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

MASTER DEVELOPER	CITY
Wm. Ercanbrack Co, Inc.	Santaquin City
Ву:	By: Kirk F. Hunsaker,
Its: Date:	Its: Mayor Date:
Approved as to form and legality:	Attest:
City Attorney	City Recorder
CITY ACKNOWLEDGMENT	
STATE OF UTAH) :ss.	
COUNTY OF UTAH)	
me duly sworn, did say that he is the	personally appeared before mewho being by Mayor of Santaquin City, a political subdivision of the States signed in behalf of the City by authority of its City Counci that the City executed the same.
	NOTARY PUBLIC
My Commission Expires:	
Desiding at	

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH	
	:SS.
COUNTY OF UTAH)
who being by me duly sworn Co., Inc, a Utah corporation a	eptember, 2021 personally appeared before me, , did say that he/she is the of Wm. Ercanbrack and that the foregoing instrument was duly authorized by the held by authority of its operating agreement and signed in behalf of
said company.	neid by authority of its operating agreement and signed in behalf of
	NOTARY PUBLIC
My Commission Expires:	
Residing at:	

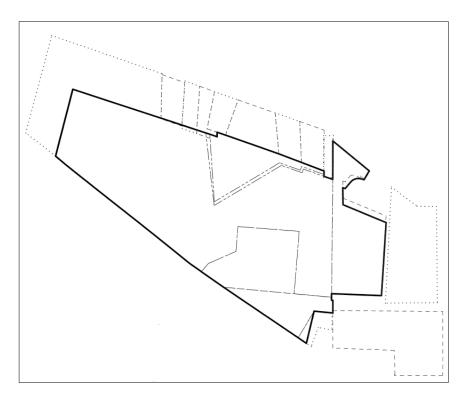
TABLE OF EXHIBITS

Legal Description of Property Master Plan Exhibit "A" Exhibit "B"
Exhibit "C"

Exhibit "A" Legal Description of Property

Ercanbrack Description

Beginning at a the Northern most Corner of Lot 1, Plat "A", Randolph's Acre Subdivision, which point lies North 89°45'12" East 188.78 feet along the Section Line and South 1184.54 feet from the North 1/4 Corner of Section 2, Township 10 South, Range 1 East, Salt Lake Base and Meridian; thence along the boundary of said Lot the following seven courses to wit: (1) South 30°00'00" West 52.67 feet, (2) North 72°00'00" West 13.88 feet, (3) Southwesterly 59.34 feet along the arc of a 50.00 foot radius curve to the left through a central angle of 68°00'04", the chord bears South 74°00'00" West 55.92, (4) South 40°00'00" West 44.97 feet, (5) North 70°00'00" West 12.79 feet, (6) South 0°58'08" East 87.85 feet, (7) South 67°30'00" East 237.34 feet; thence South 3°23'14" West 376.46 feet; thence North 88°06'09" West 253.46 feet; thence South 0°21'44" West 27.30 feet; thence South 4°15'41" East 6.84 feet; thence South 88°02'03" East 6.41 feet; thence South 64.80 feet; thence North 84°57'48" West 95.86 feet; thence South 13°14'39" West 169.94 feet to the North Line of State Highway 6; thence along said Highway 6 the following seven courses to wit: (1) North 55°52'37" West 510.58 feet, (2) North 55°08'50" West 137.75 feet, (3) North 40°06'12" East 0.55 feet, (4) North 55°10'13" West 72.88 feet, (5) North 51°05'26" West 333.63 feet, (6) North 51°29'54" West 480.77 feet, (7) North 49°41'03" West 63.18 feet; thence North 14°06'45" East 355.65 feet; thence South 71°45'22" East 712.88 feet; thence South 72°50'23" East 21.39 feet; thence South 70°45'00" East 39.66 feet; thence North 23.24 feet; thence South 70°47'24" East 332.95 feet; thence South 69°30'48" East 245.95 feet; thence South 27.31 feet; thence South 70°45'01" East 46.53 feet; thence North 0°21'44" East 34.04 feet; thence North 0°09'44" West 162.79 feet to the South Line of Lark Street; thence South 50°42'27" East 240.06 feet along said street to the point of beginning. Containing 24.73 acres.



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Exhibit "B" Master Plan

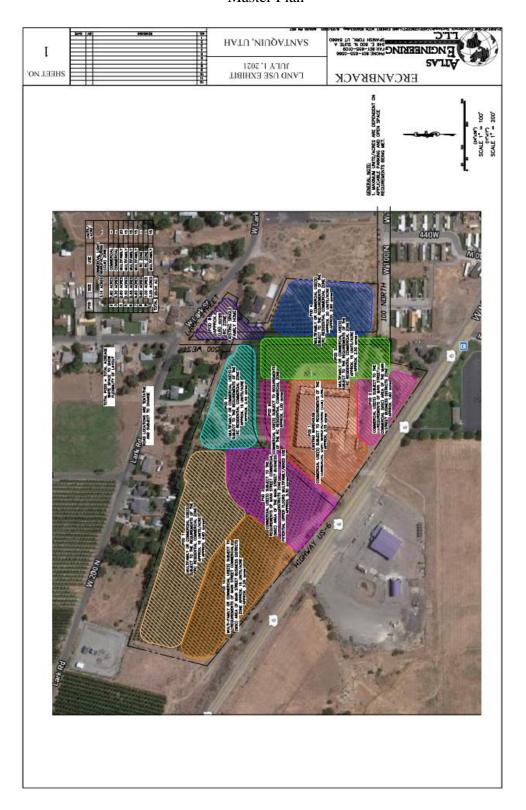


Exhibit "C" City's Vested Laws



SANTAQU

(24"x36") SCALE 1" = 100' (11"x17") SCALE 1" = 200'





ENT 73270:2020 PG 1 of 17 JEFFERY SMITH UTAH COUNTY RECORDER 2020 May 29 2:15 pm FEE 0.00 BY MA RECORDED FOR SANTAQUIN CITY CORPORATION

RESOLUTION 01-01-2020

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH JOHNSTON DEVELOPMENTS, LLC AND RG DEVELOPMENT, LC, BOTH UTAH LIMITED LIABILITY COMPANIES ("JD/RG"), REGARDING THE ORCHARD VISTAS DEVELOPMENT

BE IT HEREBY RESOLVED:

SECTION 1: The attached document represents a Development Agreement with Johnston Developments, LLC and RG Development, LC, both Utah limited liability companies ("JD/RG"), regarding the orchard vistas development

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 7th day of January 2020.

Kirk F. Hunsaker, Mayor

K. Aaron Shirley, City Recorder

Date.
Johnston Developments, LLC (JD)
Ryan Johnston, Authorized Representative
RG Development, LC (RG)
and Development, LC (RG)
Jonathan Reid, Authorized Representative
STATE OF UTAH)
COUNTY OF UTAH)
On this 9th day of December, 2019, personally appeared before me Ryan Johnston, who after being duly sworn, stated that he is a Member of Johnston Developments, LLC; that he is authorized by the same to execute, and that he did execute, the foregoing Agreement.
Notary Public Lanna Homes
STATE OF UTAH) :ss COUNTY OF UTAH) SHANNON HOFFMAN Notary Public, State of Utah Commission #698160 My Commission Expires 11/22/2021
On this 9th day of December, 2019, personally appeared before me Jonathan Reid, who after being duly sworn, stated that he is a Member of RG Development, LC; that he is authorized by the same to execute, and that he did execute, the foregoing Agreement
Notary Public Danna Hogmen
SHANNON HOFFMAN Notary Public, State of Utah Commission #698160 My Commission Expires 11/22/2021 CITY OF SANTAQUIN
ATTEST: K. Aaron Shirley, City Recorder

EXHIBIT A

Legal Description and Engineering Concept Plan

LEGAL DESCRIPTION OF PROPERTY

A part of the Northeast Quarter of Section 1, Township 10 South, Range 1 East, Salt Lake base and Meridian, U.S. Survey in Utah County, Utah:

Beginning at a point on the Future Easterly Line of 400 East Street located 1737.86 feet South 0°30'42" East along the Quarter Section Line; and 29.85 feet South 89°29'04" East from the North Quarter Corner of Section 1; and running thence along Future Street Right-of-Way Lines the following nine courses: North 0°30'56" East 53.50 feet; North 6°47'35" East 54.87 feet; North 0°30'56" East 139.43 feet to a point of curvature; Northeasterly along the arc of a 12.00 foot radius curve to the right a distance of 18.77 feet (Central Angle equals 89°37'17" and Long Chord bears North 45°19'35" East 16.91 feet) to a point of tangency; South 89°51'46" East 376.98 feet; South 89°46'13 east 432.01 feet to a point of curvature; Northeasterly along the arc of a 12.00 foot radius curve to the right a distance of 18.85 feet (Central Angle equals 90°0'0" and Long Chord bears South 44°46'13" East 16.97 feet) t as point of tangency; South 0°13'47" West 181.28 feet to a point of tangency; and Southeasterly along the arc of a 171.00 foot radius curve to the right a distance of 85.97 feet (Central Angle equals 28°48'16" and Long Chord bears South 14°37'55" West 85.07 feet) to the Northwesterly Line of Orchard Lane; thence South 47°49'42" 67.30 feet along said Northwesterly Line; thence North 42°10'40" West 27.48 feet to a point of curvature; thence Northwesterly along the arc of a 115.0 foot radius curve top the left a distance of 94.95 feet (Central Angle equals 47°18'24" and Long Chord bears North 65°49'52" West 92.28 feet) to a point of tangency; thence North 89°29'04" West 666.49 feet to the point of beginning.

Contains 222,007 sq. ft. or 5.097 acres.

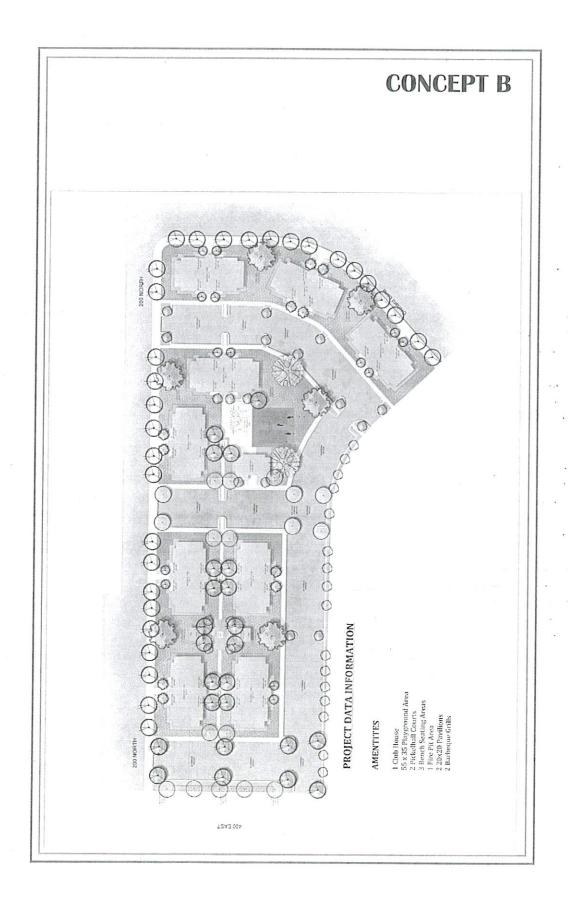


EXHIBIT B

Amenities other than clubhouse:

Playground area and equipment (1):

The 2000 square foot playground area will have a ground surface of a Playsafer or equivalent rubber mulch is an exceptional playground protection surface, as it provides unmatched shock absorbency, and greatly reduces the incidence of playground injuries. Unlike other loose fill surfaces, Playsafer rubber mulch nuggets require minimal maintenance, dry quickly after rain and will not decompose.

Two PlayBooster® play structures themed to look like barns and colored in their traditional red and white colors, featuring plenty of climbing, swinging, sliding and exploring adventures.

The PlayBooster® playground structure, the original post-and-clamp system, combines ground-level components with climbing events and overhead activities for kids ages 5 to 12.

Two sets of swings for toddler in child safe seats along with a set of wings for toddlers ages 5 to 12. Will include tractor playset.

Pavilions (2):

Two 20ft x 20ft construction pavilions, color and appearance to match the adjacent building. Pavilions features hip roofs, clear spans (no center post) for optimal space usage, and post spacings up to 30'. All frames, posts, structural members, ect. will be powder coated steel with optional 2x6 tongue and groove roof decking. They also feature non-bird nesting designs. Options include a variety of roof pitches, clerestories, and cupolas.

All pavillons will be equipped with barbecue stations with picnic style table and chair combos. BBQ station will be well outside the pavilion area so as to maximize the usable area under the pavilion.

Fire Pit:

The 36" x 36" fire pit will be an industrial grade natural gas fueled fire pit. Constructed of stone to match the buildings in color and appearance. Cost for the natural gas will be paid through the HOA.

Pickleball Courts (2)

Two pickleball courts of standard size 20ft x 44ft with 3 ft high nets to accommodate singles and doubles play. Made of customary materials and appropriately painted surface and lines.

EXHIBIT C

Clubhouse Design Features:

The 2000 square foot clubhouse will also match the color and concept of the surrounding buildings and structures. The clubhouse will have a basic open concept to accommodate various groups and or activities. It will be equipped with 2 restrooms, meal prep and serving area, sink, refrigerator, and storage closet to accommodate tables and chairs that can be set up and stored when not in use.

Recording Requested By and When Recorded Return to: Santaquin City Attention: City Manager 275 West Main Santaquin, Utah 84655

Parcel No. 32-003-0115

AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of December, 2019 (the "Effective Date"), by and between the City of Santaquin, Utah, a municipality and political subdivision of the State of Utah, hereinafter ("City") and JOHNSTON DEVELOPMENTS, LLC and RG DEVELOPMENT, LC, both Utah limited liability companies ("JD/RG"). City and JD/RG may be hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

- A. WHEREAS, Santaquin City has adopted a General Plan governing the development and use of real property pursuant to the provisions of Utah Code Ann., Title 10, Chapter 9a; and
- B. WHEREAS, JD/RG owns approximately 5.09 acres of property located between 400 East and 600 East, and 200 North and 100 North in Santaquin City, which property is more particularly identified in Exhibit A hereto; and
- C. **WHEREAS**, on November 19, 2019, the Property was conditionally approved to be rezoned from Commercial, C-1 (Santaquin City Code § 10-7F-1) to Main Street Residential (Santaquin City Code § 10-7M-11) ("**MSR zone**") subject to the approval of a Development Agreement by the City Council no later than November 20, 2020; and
- D. WHEREAS, the Parties desire to cooperate in the planning and approval of a Site Plan, for the purpose of encouraging an attractive and useful development that complies with the provisions of the MSR zone; and
- E. WHEREAS, the Parties now desire to enter into this Agreement to establish certain parameters of development of the Property, including phasing, amenities, property management (through an HOA Agreement), and other development objectives prior to development of the Property in accordance with the City's General Plan and objectives.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is herein acknowledged, the Parties agree as follows:

1. **DEFINITIONS**

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

- 1.1. "Applicable Law" shall have the meaning set forth in Section 3.6 of this Agreement.
- 1.2. "Approval Date" shall mean the date the City Council approves this Agreement.
- 1.3. "Changes in the Law" shall have the meaning set forth in Section 3.7 of this Agreement.
- 1.4. "CJM Agreement" is an agreement by and between Santaquin City and CJM Limited Liability Partnership, an Idaho Company, dated effective on or about October 1, 2019 (See Utah County Document Recordation Number 101935:2019).
- 1.5. "Development Phase" means a portion of the Property for which a complete application for development is filed hereunder.
- 1.6. "Development Standards" means the Santaquin City Construction Standards and Specifications, and Santaquin City Code, as adopted by the City Council, including any amendments thereto, a copy of which is on file at the Community Development Department and may be reviewed during regular business hours.
- 1.7. "Effective Date" shall have the meaning set forth in the introductory paragraph preceding the Recitals.
- 1.8. "Future Laws" means the laws, ordinances, policies, standards, guidelines, directives, procedures and processing fee schedules of City which may be in effect in the future at any time when a complete application for a Development Phase is submitted and which may or may not apply to such application based upon the terms of this Agreement.
- 1.9. "Phase" means any portion of the Property for which a complete application is submitted for development of all or part of the 9 separate multi-family residential 12-plex buildings consisting of a total of 108 condominium units materially consistent with Exhibit B.
- 1.10. "**Property**" means all of the real property that is described in Exhibit A.
- 1.11. "Amenities" means Amenities for the development of the Property set forth in Exhibits B and C.
- 1.12. "Sub-developer" means an owner of a Phase within the Property which is not JD/RG, or an affiliate, successor, or assignee of JD/RG.
- 1.13. "**Term**" shall have the meaning set forth in 4.11 of this Agreement.
 - 2. GENERAL RIGHTS AND RESPONSIBILITIES.

2.1. General Rights and Responsibilities of JD/RG.

- 2.1.1. Development of the Property. JD/RG agrees that the Property shall be developed pursuant to the terms and conditions of this Agreement. So long as JD/RG submits a complete development application consistent with the Site Plan and receives all normally required approvals, it shall be entitled to construct improvements on the Property generally consistent with the concept for development depicted in the Site Plan, or future plans submitted to and approved by the Santaquin City Council, subject to Applicable Law. To the maximum extent permissible under state and federal law, and at equity, City and JD/RG agree this Agreement grants to JD/RG vested rights as that term is construed under common law and pursuant to Utah Code Ann. § 10-9a-509 (2019). The Parties acknowledge and agree that City's agreement to perform and abide by the covenants and obligations of City set forth herein is a material consideration for JD/RG's agreement to perform and abide by the covenants and obligations of JD/RG's set forth herein. Unless otherwise agreed between City and JD/RG vested interest(s) and right(s) contained in this Agreement expire at the end of the Term, or upon termination of this Agreement. Upon termination of this Agreement, for any reason, the obligations of the Parties to each other hereunder shall terminate, but none of the building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner, except as provided generally in the Santaquin City Code. No easements, maintenance requirements, or other agreements intended to run with the land shall expire. The Parties agree that any development of the Property after the Term of this Agreement shall comply with the provisions of the Santaquin City Code for single family residential development.
- 2.1.2. Conditions of Approval and Impact Fees. With respect to the development of the Property, JD/RG accepts and agrees to comply with the impact, connection and building fees of the City currently in effect, or as amended for multi-family developments; the City agreeing and representing that any schedule of such fees will be applied uniformly within the City or service area of the City, as applicable. JD/RG acknowledges that the Property requires infrastructure supported by impact fees and finds the fees currently imposed to be a reasonable monetary expression of exactions for multi-family housing that would otherwise be required at this time.
- 2.1.3. **Dedications to the City**. The Parties do not anticipate any dedication of the Property to the City. All taxes due or accrued on the above described properties shall be paid by JD/RG. Dedication of any water rights or shares shall be dictated per Santaquin City water dedication requirements for multi-family housing.
- 2.1.4. **Statement Regarding "Compelling, Countervailing Public Interests."** The Parties acknowledge that they are familiar with the "compelling, countervailing public interest" test that is generally an exception to the doctrine of vested rights in the State of Utah.
 - 2.1.4.1. The City acknowledges that as of the Effective Date, to the best of its knowledge, information and belief, the City is presently unaware of any material

facts under which a desire of the City to modify JD/RG's rights under this Agreement would be justified by a "compelling, countervailing public interest."

- 2.1.4.2. If, however, it should be determined that there did, in fact, exist, as of the Effective Date, material facts consistent with the exceptions to the vested rights doctrine as set forth in Western Land Equities, Inc. v. City of Logan, 617 P.2d 388 (Utah, 1988), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law, under which modification of the JD/RG's rights under this Agreement would be justified by a "compelling, countervailing public interest," JD/RG acknowledges that it neither has nor had any vested rights as to any matter arising from or affected by any material facts of which the City was not or could not have been aware as of the Effective Date.
- 2.1.5. Construction Mitigation. JD/RG shall provide the following measures, all to the reasonable satisfaction of the City's Engineer, to mitigate the impact of construction within its Phase. JD/RG shall also adhere to the usual construction impact mitigation measures required by the City. Additional reasonable site-specific mitigation measures may be required. The following measures shall be included in each application for development of any Development Phase:
 - 2.1.5.1. Protection of existing infrastructure improvements from abuse or damage while new infrastructure improvements are being constructed.
 - 2.1.5.2. Mitigation for dust control to protect adjacent properties including orchards.
- 2.1.6. Construction of Improvements. JD/RG submitted a Site Plan to the City describing its plan for development of the Property (the "Site Plan") Exhibit B, on November 19, 2019. Final engineering and architectural plans will be submitted to the City and all required approvals for final plans will be properly reviewed and approved if proposed plans meet all requirements herein and all requirements of Development Standards. All utilities necessary for the development of the Property as per final engineering to be approved by the City, shall be constructed by JD/RG, in compliance with the Development Standards. Notwithstanding the foregoing, JD/RG shall also provide the City with complete plans and specifications for the construction of each roadway indicated within the Site Plan.
- 2.1.7. Phasing/Timing of Construction of Amenities/Property Management. The Property may be developed in phases with appropriate parking for each phase, phasing may occur one building at a time. All noted amenities listed in the attached Exhibits shall be included in any final plan approvals. The two pickleball courts and one tot lot shall be built before commencement of construction of the 37th residential unit. The clubhouse shall be built before construction of the 61st residential unit. In developing each phase, JD/RG shall ensure the logical development through each phase, all in conformance with the requirements of this Agreement and the Development Standards in effect when the complete application is filed. The maintenance of the amenities, common space, streets within the Site Plan, procedures for dealing with emergencies, insurance, and other property management issues shall

- be set forth in CCR's, HOA, or other management protocols that may be submitted by JD/RG and required by Santaquin City Code § 10-7M-11(K).
- 2.1.7.1. A proportional (per unit) amount of cash bonding for all amenities, including the clubhouse, shall be paid to the City with each building permit or phase and deposited into a non-interest bearing account to be held by the City until said amenities are completed per approved plans. Upon completion of each amenity per approved plans, partial release of this cash bonding may be released upon written request as provided in the Santaquin City Code.
- 2.1.7.2. Each individual phase must stand independent of any future onsite or Right-of-Way improvements, including but not limited to; parking, public and or private access, emergency ingress and egress, staging for future phases, etc.
- 2.1.8. Compliance with City Requirements and Standards and City Code. JD/RG expressly acknowledges that nothing in this Agreement shall be deemed to relieve JD/RG from its obligations to comply with all applicable requirements of the City necessary for approval and payment of all applicable fees for a Phase in effect at the time of development approval, including the payment of unpaid fees, the approval of plats and site plans, the approval of building permits and construction permits, and compliance with all applicable building, electrical, mechanical, plumbing, and fire codes, and other City ordinances relating to the placement and construction of the proposed structure, that are in effect at the time the person files with the City a complete application.
- 2.2. General Rights and Responsibilities of the City.
 - 2.2.1. Reserved Legislative Powers. This Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development. The City acknowledges, however, that any exercise of its legislative or police powers which alters or modifies this Agreement to JD/RG's detriment may render the City liable to such remedies as may be available to JD/RG under such circumstances.
 - 2.2.2. Construction of Improvements on City Property. All infrastructure improvements for the development of the Property shall be constructed by and except as otherwise specifically described herein shall be the sole responsibility of RG/JD. Utility access in City streets shall comply with Design Standards.
 - 2.2.3. City Streets and Rights-Of-Way. The Parties acknowledge and agree that a portion of the required improvements connecting 200 North to Orchard Lane and connecting 500 East to 200 North will be or have been constructed under the CJM Agreement. All remaining construction of improvements to 500 East and 200 North within and along the frontage of JD/RG property along 500 East and 200 North are the responsibility of JD/RG, with the exception of any improvements to be constructed under the CJM Agreement. It is understood that only those portions of

- improvements along 200 North as currently constructed have been constructed pursuant to the CJM Agreement.
- 2.2.4. City Services. City agrees that it shall make available (subject to application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) culinary water, sanitary sewer, pressurized irrigation and other municipal services to the Property. Such services shall be provided to the Property at the same levels of services, on the same terms and at rates as approved by the Santaquin City Council, which rates may not differ materially from those charged to other developments in MSR Zone for multi-family housing.

3. GENERAL PROVISIONS

- 3.1. Covenants Running with the Land. The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Property to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Property.
- 3.2. **Transfer of Property**. JD/RG shall have the right to assign or transfer all or any portion of its rights and obligations under this Agreement, only upon written approval of the City, which approval shall not unreasonably be withheld. JD/RG shall provide written notice to the City of any completed assignment or transfer. In the event of an assignment, the transferee shall succeed to all of JD/RG's rights and obligations under this Agreement.
- 3.3. No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and among the Parties that: (i) development of the Property is a private development; (ii) City and JD/RG hereby renounce the existence of any form of agency relationship, joint venture or partnership among City and JD/RG, or any of JD/RG's successors in interest and assigns; and (iii) nothing contained herein shall be construed as creating any such relationship among City and JD/RG.
- 3.4. Consent. In the event this Agreement provides for consent from the City, or JD/RG, such consent shall be deemed to be given thirty (30) days after consent is requested in writing in the event no response to the request is received within that period. All requests for consent shall be made in writing, and in no event shall consent be unreasonably withheld or delayed. City will use reasonable efforts to process any application for a Development Phase promptly.
- 3.5. **Legal Challenges**. In the event that any person challenges this Agreement or the Development contemplated herein, upon request by JD/RG, or with notice to JD/RG and JD/RG's consent or acquiescence, the City may undertake to defend this Agreement or the Development. In such a case where JD/RG formally consents in writing, JD/RG agrees that it shall be liable for all legal fees, including attorneys' fees, expenses, and/or court

- costs incurred by the City upon presentation to JD/RG of an itemized list of costs, expenses, and fees.
- 3.6. Applicable Law. Unless otherwise provided herein, the rules, regulations, official policies, standards and specifications applicable to the development of the Property (the "Applicable Law") shall be those rules, regulations, official policies, standards and specifications, including City ordinances and resolutions, in force and effect on the date of submission of a complete application for development.
- 3.7. **State and Federal Law**. Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("**Changes in the Law**") applicable to the Property. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary, to comply with the Changes in the Law.

4. MISCELLANEOUS

- 4.1. Incorporation of Recitals, Introductory Paragraphs, and Exhibits. The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.
- 4.2. Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.
- 4.3. **Severability**. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
- 4.4. **Construction**. This Agreement has been reviewed and revised by legal counsel for JD/RG and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.
- 4.5. Further Assurances, Documents, and Acts. Each of the Parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents, and to take all further actions reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.
- 4.6. **Assignment**. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by JD/RG to any other party, individual or entity without assigning the rights as well as the obligations under this Agreement. The rights of the City under this Agreement shall not be assigned.

- 4.7. Governing Law, and Dispute Resolution, and Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
 - 4.7.1. Mediation. Any and all disputes arising out of or related to this Agreement or the Parties' performance hereunder shall be submitted to mediation before a mutuallyacceptable mediator prior to initiation of litigation or any other binding or adjudicative dispute resolution process. The Parties shall: (i) mediate in good faith; (ii) exchange all documents which each believes to be relevant and material to the issue(s) in dispute; (iii) exchange written position papers stating their position on the dispute(s) and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the dispute(s), and; (iv) engage and cooperate in such further discovery as the Parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the Parties. Venue of the mediation shall be the State of Utah. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed by a court of competent jurisdiction. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation. The prevailing Party in any action to enforce in whole or in part this mediation clause or in any subsequent arbitration or mediation shall be entitled to reimbursement of attorneys' fees and costs incurred in said action.
 - 4.7.2. **Default Litigation**. If any Party hereto is required to engage the services of counsel by reason of the default of another party, the substantially prevailing Party shall be entitled to receive its costs and reasonable attorney fees. Said costs and attorney fees shall include, without limitation, costs and attorney fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.
- 4.8. Notices. Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested or by facsimile. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. If given by facsimile to the address and number for such Party set forth below (provided, however, that the notice is not effective unless a duplicate copy of the facsimile notice is promptly given by one of the other methods permitted under this paragraph), the notice is deemed to have been given upon receipt by the other Party. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

JD/RG:

RG Development, LC 569 South 700 West Mapleton, UT 84664 Johnston Developments, LLC

251 West 1600 South Springville, UT 84663

With a copy to:

MacArthur, Hedler & Metler Attention: Paul MacArthur 4844 North 300 West, Ste 300

Provo, Utah 84604

City:

Santaquin City

Attention: City Manager

275 West Main

Santaquin, Utah 84655

With a copy to:

Nielsen & Senior

Attention: Brett B. Rich

P.O. Box 970663

1145 South 800 East, Suite 110

Orem, Utah 84097

Email: bbr@ns-law.com

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

- 4.9. **No Third Party Beneficiary**. This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other party shall have any right of action based upon any provision of this Agreement whether as third party beneficiary or otherwise.
- 4.10. **Counterparts and Exhibits**. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of twelve (XX) pages, including notary acknowledgment forms, and an additional three (3) exhibits, which constitute the entire understanding and agreement of the Parties to this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A

Legal Description and Engineering Concept Plan

Exhibit B

Site Plan, including amenities

Concept B layouts

Elevations and Rendering of Building

Exhibit C

Clubhouse Conceptual Design

- 4.11. **Duration**. This Agreement shall continue in force and effect until the earlier of December 31, 2035, or such time as all obligations hereunder have been satisfied (the "**Term**").
- 4.12. **Insurance and Indemnification**. JD/RG shall defend and hold the City and its officers, employees, and consultants harmless for any and all claims, liability and damages arising from the rezoning of the Property, construction on the Property, or operations performed under this Agreement by (a) JD/RG or by JD/RG's contractors, subcontractors, agents or employees, or (b) any one or more persons directly or indirectly employed by, or acting as agent for, JD/RG or any of JD/RG's contractors or subcontractors. Nothing in this Agreement shall be construed to mean that JD/RG shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted by the City for maintenance.
 - 4.12.1. Hazardous, Toxic, and/or Contaminating Materials. JD/RG further agrees to defend and hold the City and its elected and/or appointed boards, officers, agents, employees, and consultants, harmless from any and all claims, liability, costs, fines, penalties, charges and/or claims of any kind whatsoever relating to the existence and removal of hazardous, toxic and/or contaminating materials, except where such claims, liability, costs, fines, penalties, charges and/or claims are due to the actions of the City.
 - 4.12.2. **Bodily Injury and Property Damage Insurance**. JD/RG agrees to and shall indemnify and hold the City and its elected and appointed boards, officers, agents, employees, and consultants harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person, or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person, directly or indirectly caused by any acts done thereon or any errors or omissions of JD/RG or its agents, servants, employees, or contractors, except for willful misconduct or negligent acts or omissions of the City or its elected and appointed boards, officers, agents, employees, and consultants.

Prior to any construction on the Property, JD/RG shall furnish or cause to be furnished to the City duplicate originals or appropriate certificates of insurance as might be required by Applicable Law within the MSR Zone.

4.13. **Acknowledgment**. By its signature below, JD/RG acknowledges that the respective parcel of property owned by JD/RG at the time of execution of this Agreement shall be subject to all of the terms and conditions of this Agreement upon execution by the City.

- 4.14. **Amendment**. Unless otherwise stated in this Agreement, the Parties may amend this Agreement by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having an interest only in any specific lot(s), unit(s) or other portion of the Property.
- 4.15. **Recordation of Development Agreement**. No later than ten (10) days after the City enters into this Agreement, the City shall cause to be recorded an executed copy of this Agreement in the official records of the County of Utah.
- 4.16. **Sub-developer Agreements**. The Parties hereto, or some of them, may enter into separate agreements with Sub-developers or others obtaining rights from JD/RG, provided however that nothing in any separate agreement may conflict with the entitlements and benefits obtained by JD/RG in this Agreement without the express written consent of JD/RG.
- 4.17. **Exclusion from Moratoria**. The Property shall be excluded from any moratorium adopted pursuant to Utah Code § 10-9a-504 unless such a moratorium is found on the record by the Santaquin, Utah City Council to be necessary to avoid a compelling, countervailing public interest.

Addendum to the JD/RG Development Agreement

The following are amendments to the Development Agreement between the City of Santaquin and JD/RG Development LC.

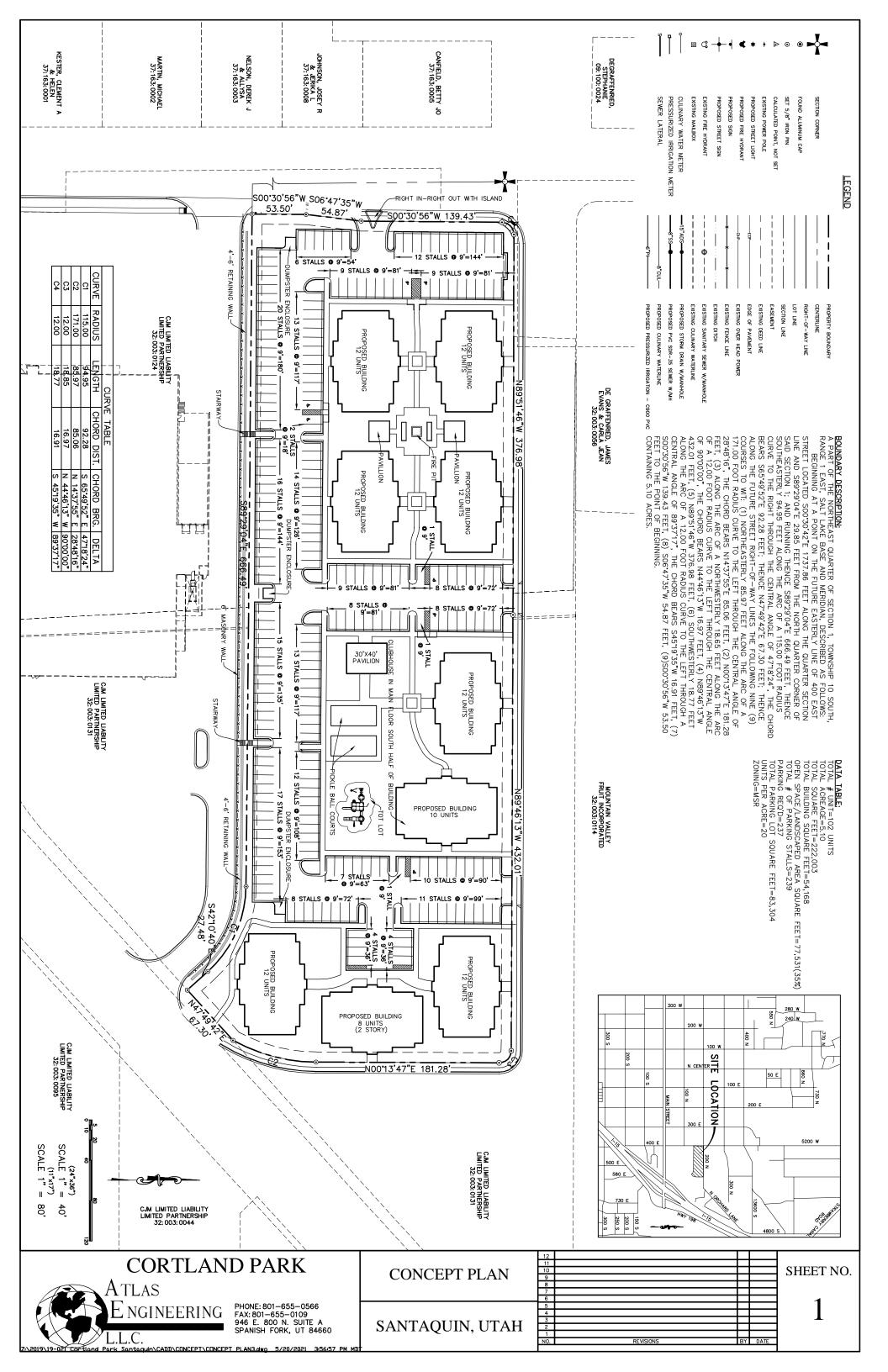
Outline of Amendments

- 1. The new name of the Development is to be "Cortland Park Condominiums"
- 2. The shape and size of the lot in the previously approved Development Agreement is corrected to portray reality. The figure below shows the difference between the previous and corrected sites.



- 3. Due to the correction in point 2, the following adaptations have been made:
 - a. Total number of units is reduced from 108 to 102.
 - b. Building H is only 2 stories in order to maintain a view of the mountains and keep the number of units down.
 - c. A larger pavilion has been added in addition to the 2 smaller pavilions.
 - d. Clubhouse is now located in the bottom 2 units of Building F*.

*Clubhouse Details: Clubhouse will replace the bottom two units of the building next to the open space in the center of the project. The clubhouse will be equipped with 2 restrooms, meal prep area and small kitchen with serving area. There will be a small weight room with follow along software for individual training. The clubhouse will have large open areas which can accommodate larger gatherings, including fitness classes. There will be tables and chairs for activities and cooresponding storage closets.





RESOLUTION 09-02-2021

A RESOLUTION APPROVING AN ADDENDUM TO A DEVELOPMENT AGREEMENT WITH CORTLAND PARK LLC, A LIMITED LIABILITY COMPANY REGARDING THE CORTLAND PARK DEVELOPMENT WHICH WAS PREVIOUSLY CALLED THE ORCHARD VISTAS DEVELOPMENT

WHEREAS, the attached document identified as Resolution 01-01-2020 approved a Development Agreement on January 7, 2020, with Johnston Developments, LLC and RG Development, LC, both Utah limited liability companies ("JD/RG"), regarding the Orchard Vistas development.

WHEREAS, the property subject to the development agreement was sold to a different entity.

WHEREAS, the City Council finds that the proposal from the new property owner to amend said Development Agreement is in the best interest of the residents of Santaquin City.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE SANTAQUIN CITY COUNCIL AS FOLLOWS:

SECTION 1: The attached addendum is approved by this Resolution 09-03-2021 with Cortland Park, LLC, a Utah limited liability company, and is an amendment to the Development Agreement.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 7th day of September 2021.				
Kirk F. Hunsaker, Mayor	K. Aaron Shirley, City Recorder			

MEMO



To: Mayor Hunsaker and City Council

From: Jason Bond, Community Development Director

Date: September 3, 2021

RE: Summit Ridge Commercial Subdivision Preliminary Plan

Zone: PC

Size: 49.25 Acres

Lots: 8

The proposed Summit Ridge Commercial Subdivision is located at approximately Summit Ridge Parkway and South Frontage Road (Old HWY 191). The proposed commercial subdivision is subject to the Planned Community Zone with default land use regulations contained within the Interchange Commercial (C-1) ordinance. The proposed subdivision consists of 8 proposed commercial lots on approximately 49.25 acres. There are no minimum or maximum frontage or lot size requirements in the C-1 land use regulations.

The Development Review Committee reviewed the preliminary plans on August 10, 2021 and forwarded a positive recommendation to the Planning Commission. The Planning Commission reviewed the preliminary plans on August 24, 2021 and forwarded a positive recommendation to the City Council as follows:

Motion: Commissioner Lance motioned to send a positive recommendation to the City Council for the Summit Ridge Commercial 8-lot Subdivision. Commissioner Curtis seconded.

Roll Call: Commissioner Wood, Aye; Commissioner Lance, Aye; Commissioner Gunnell, Aye; Commissioner Jorgensen, Aye; Commissioner Curtis, Aye; Commissioner Hoffman, Aye. The motion passed unanimously 6 to 0.

After any preliminary approval by the City Council, the DRC will need to approve a final plat before lots can be developed and built on. The DRC may only approve a final plat submittal after finding the that the development meets the standards of the City's subdivision and zoning codes, the laws of the State of Utah, and any other applicable ordinances, rules, and regulations have been or can be met prior to the recordation or construction beginning (Santaquin City Code 11.20.060(B)).

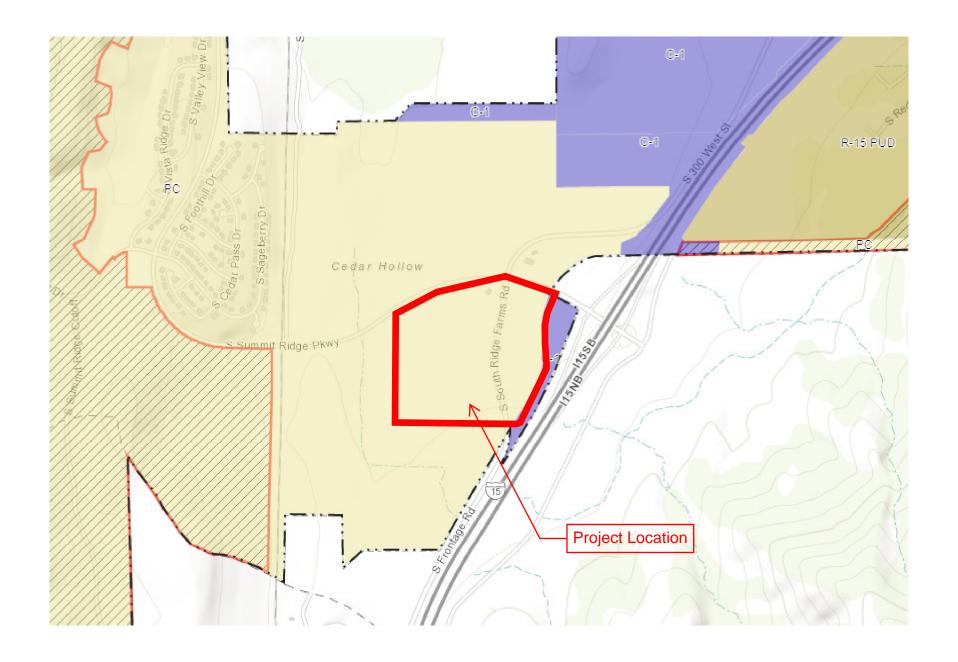
Recommended Motion: "Motion to approve the Summit Ridge 8-Lot Commercial Subdivision with the following conditions:

- All planning and engineering redlines be addressed.

Attachments:

- 1. Zoning and Location Map
- 2. Preliminary Plan

Attachment 1: Zoning and Location Map



Parcel Line Table

N16° 55' 00"W

S85° 57' 33"W

S85° 57' 33"W

S85° 57' 33"W

N4° 02' 27"W

S85° 57' 33"W

S16° 55' 00"E

N16° 55' 00"W

S79° 15' 00"E

N79° 15' 00"W

N79° 15' 00"W

N10° 45' 00"E

N10° 45' 00"E

S14° 37' 01"E

81.75' N14° 37' 01"W

89.75' S30° 42' 18"W

114.87' S30° 42' 18"W

L21 | 31.34' | N5° 56' 36"W

L22 | 46.55' | N5° 56' 36"W

Line # | Length | Direction

51.11'

58.45'

12.45'

35.68'

35.74'

35.95'

127.73'

L2

L7

L8

L10

L12

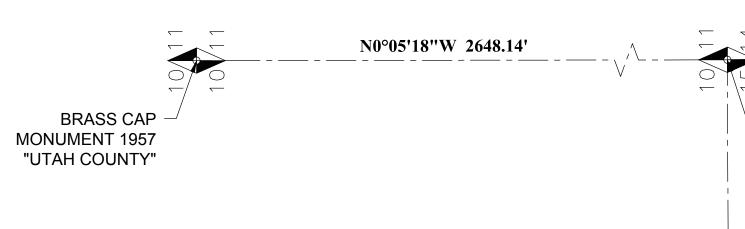
L13

L15

SUMMIT RIDGE COMMERCIAL SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 15 TOWNSHIP 10 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

BEGINNING



Curve Table

	N0°05'18"W 2648.14'	,^	4
S CAP - 1957 JNTY"			1 P

		10	15	
			_ 	BRASS CAP MONUMENT 1933 GLO ELEVATION 4982.56'
			 	 EXISTI RIGHT-OF-W
tion	Chord Length		i 	MONA ROAD=80'
	69.06'		 	
	60.15'			
	46.25'		 	
	46 41'			

BRASS CAP -

1933 GLO

MONUMENT

VICINITY MAP

14400 SOUTH

PROJECT

NOT TO SCALE

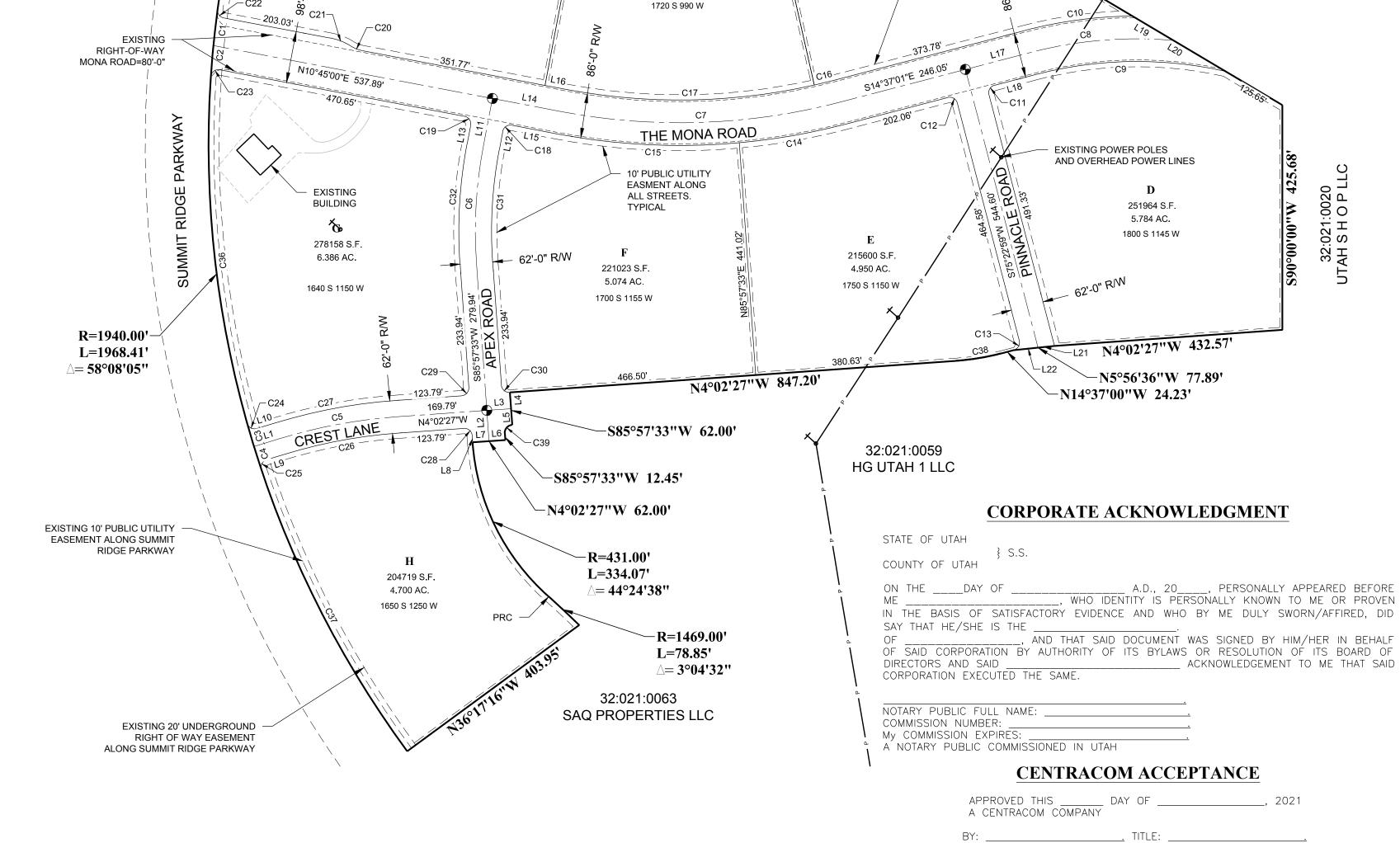
AREA

CITY OF

SANTAQUIN

C1	69.06'	1940.00'	2°02'23"	N83° 24' 11"W	69.06
C2	60.15'	1940.00'	1°46'36"	N85° 18' 40"W	60.15
C3	46.25'	1940.00'	1°21'57"	S73° 34' 10"W	46.25
C4	46.41'	1940.00'	1°22'15"	S72° 12' 01"W	46.41
C5	227.16'	1000.00'	13°00'56"	N10° 32' 55"W	226.6
C6	220.46'	854.00'	14°47'27"	N86° 38' 43"W	219.8
C7	531.28'	1200.00'	25°22'00"	S1° 55' 59"E	526.9
C8	271.99'	800.00'	19°28'48"	N4° 52' 34"W	270.6
C9	361.08'	757.00'	27°19'45"	N0° 57' 19"W	357.6
C10	205.71'	843.00'	13°58'53"	N7° 37' 31"W	205.2
C11	23.56'	15.00'	90°00'00"	N59° 37' 01"W	21.21
C12	23.56'	15.00'	90°00'00"	N30° 22' 59"E	21.21
C13	23.56'	15.00'	89°59'54"	S59° 37' 03"E	21.21
C14	204.41'	1243.00'	9°25'21"	N9° 54' 19"W	204.1
C15	345.91'	1243.00'	15°56'40"	N2° 46' 41"E	344.7
C16	38.44'	1157.00'	1°54'13"	N13° 40' 05"W	38.44
C17	473.68'	1157.00'	23°27'25"	N0° 59' 03"W	470.3
C18	23.56'	15.00'	90°00'00"	N34° 15' 00"W	21.21
C19	23.56'	15.00'	90°00'00"	S55° 45' 00"W	21.21
C20	23.84'	64.00'	21°20'29"	S21° 25' 15"W	23.70

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	69.06'	1940.00'	2°02'23"	N83° 24' 11"W	69.06'
C2	60.15'	1940.00'	1°46'36"	N85° 18' 40"W	60.15'
C3	46.25'	1940.00'	1°21'57"	S73° 34' 10"W	46.25'
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C13	23.56'	15.00'	89°59'54"	S59° 37' 03"E	21.21'
C14	204.41'	1243.00'	9°25'21"	N9° 54' 19"W	204.18'
C15	345.91'	1243.00'	15°56'40"	N2° 46' 41"E	344.79'
C16	38.44'	1157.00'	1°54'13"	N13° 40' 05"W	38.44'
C17	473.68'	1157.00'	23°27'25"	N0° 59' 03"W	470.38'
C18	23.56'	15.00'	90°00'00"	N34° 15' 00"W	21.21'
C19	23.56'	15.00'	90°00'00"	S55° 45' 00"W	21.21'
C20	23.84'	64.00'	21°20'29"	S21° 25' 15"W	23.70'
C21	44.01'	111.00'	22°43'09"	S20° 46' 28"W	43.73'
C22	22.44'	15.00'	85°42'18"	S53° 36' 08"W	20.40'
C23	25.38'	15.00'	96°56'55"	S37° 43' 27"E	22.46'
C24	23.87'	15.00'	91°10'54"	N28° 40' 26"E	21.43'
C25	23.97'	15.00'	91°34'00"	S62° 41' 41"E	21.50'
C26	220.16'	969.00'	13°01'04"	S10° 32' 59"E	219.69'
C27	234.17'	1031.00'	13°00'48"	N10° 32' 51"W	233.66'
C28	23.56'	15.00'	90°00'00"	S40° 57' 33"W	21.21'
C29	23.56'	15.00'	90°00'00"	N49° 02' 27"W	21.21'
C30	23.56'	15.00'	90°00'00"	S40° 57' 33"W	21.21'
C31	212.46'	823.00'	14°47'27"	N86° 38' 44"W	211.87'
C32	228.25'	885.00'	14°46'38"	N86° 39' 08"W	227.62'
C33	503.48'	874.16'	33°00'00"	N14° 12' 18"E	496.55'
C34	503.48'	874.16'	33°00'00"	N14° 12' 18"E	496.55'
C35	481.80'	1940.00'	14°13'46"	N75° 16' 02"W	480.56'
C36	661.88'	1940.00'	19°32'52"	N84° 01' 38"E	658.67'
C37	602.79'	1940.00'	17°48'10"	N62° 36' 49"E	600.37'
C38	86.57'	469.00'	10°34'33"	S9° 19' 44"E	86.45'
C39	23.56'	15.00'	90°00'00"	N49° 02' 27"W	21.21'



-R=897.72'

304985 S.F. 7.001 AC.

1660 S 990 W

L=453.91'

△= 28°58'14"

N2°17'42"W 234.83'

S1°04'18"E 2635.68'

218264 S.F.

5.011 AC.

LEGEND

BOUNDARY LINE

SECTION CORNER (LOCATED)

----- MONUMENT LINE

----- CENTERLINE

— — — — — — — — — EASEMENT LINE

POWER POLE

PROPOSED STREET MONUMENT

REBAR AND CAP

32:021:0056

LITTLE OPEE'S PRODUCE

AND SALES LLC

5' PUBLIC UTLITY EASEMENT ON ALL SIDE AND REAR LOTS.

EXISTING POWER POLES

AND OVERHEAD POWER LINES

251964 S.F.

5.784 AC. 1800 S 1145 W

__L21 N4°02'27"W 432.57'

-N14°37'00"W 24.23'

-N5°56'36"W 77.89'

TYPICAL

-R=874.16'

L=503.48'

167311 S.F.

3.841 AC

1770 S 990 W /

△= 33°00'00''

SURVEYOR'S CERTIFICATE

JOSH F. MADSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NO. 5152657 I I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE NDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS PLAT; AND THAT TI NFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERLY; HEREAFTER KNOWN AS SUMMIT RIDGE COMMERCIAL SUBDIVISION.

JOSH F. MADSEN, P.L.S NO. 5152657

SCALE IN FEET

32: AH

ACKNOWLEDGEMENT TO ME THAT SAID



LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 10 SOUTH RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT—OF—WAY LINE OF SUMMIT RIDGE PARKWAY, LOCATED SOUTH 1°04'18" EAST ALONG THE SECTION LINE SECTION 15, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; SOUTH-WESTERLY ALONG THE ARC OF AN 897.72 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS: SOUTH 63°19'25" EAST) " WEST 77.89 FEET; THENCE NORTH 14°37'00" WEST (CENTER BEARS: NORTH 75°23'00" EAST) 469.00 FEET; 86.57 FEET 'HROUGH A CENTRAL ANGLE OF 10°34'33" (CHORD: NORTH 9°19'44" WEST 86.45 FEET); THENCE NORTH 4°02'27" WEST 847.20 FEET; THENCE SOUTH 85°57'33" WEST 62.00 FEET; TO A POINT ON AN ARC OF A NON TANGENT CURVE THENCE, CONTINUING 23.56' ALONG THE ARC OF A 15.00 FOOT CURVE O THE LEFT (CENTER BEARS: SOUTH 85°57'33" WEST) A DISTANCE OF 23.56 WEST 21.21 FEET) THENCE SOUTH 85°57'33" WEST 12.45 FEET; THENCE NORTH 4°02'27" WEST 62.00 FEET TO A POINT OF CURVATURE ALONG A NON—TANGENT ARC OF A 431.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS: SOUTH 4°02'27" EAST) A DISTANCE OF 334.07 FEET; THROUGH A CENTRAL ANGLE OF 44°24'38" (CHORD: SOUTH 63°45'14" WEST 325.77 FEET); THENCE ALONG THE ARC OF A 1469.00 FOOT REVERSE RADIUS CURVE TO THE RIGHT (CENTER BEARS: NORTH 45°22'32" WEST) A DISTANCE OF 78.85 FEET; THROUGH A CENTRAL ANGLE OF 3°04'32" (CHORD: SOUTH 43°05'12" WEST 78.84 FEET); THENCE NORTH 36°17'16" WEST 403.95 FEET TO A POINT ALONG THE OUTHERLY RIGHT-OF-WAY OF SUMMIT RIDGE PARKWAY; THENCE ALONG AN ARC OF A 1,940.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (CENTER BEARS: SOUTH 36°17'16" EAST) A DISTANCE OF 1968.41 FEET THROUGH A CENTRAL ANGLE OF 58°08'05" (CHORD: NORTH 82°46'47" EAST 1885.05 FEET) TO THE POINT OF BEGINNING; LESS AND EXCEPTING THE MONA ROAD DEDICATION.

CONTAINS 48.683 ACRES AND 8 LOTS

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS, EASEMENTS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF _____ A.D. 202___.

ACCEPTANCE BY LEGISLATIVE BODY

APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALI STREET; EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS ______, A.D. 202___.

OVED BY MAYOR:	
0) (5)	ATTECT

ENGINEER

(SEE SEAL BELOW)

DOMINION ENERGY UTAH ACCEPTANCE

CENTURY LINK ACCEPTANCE

APPROVED THIS ______ DAY OF _______, 2021 A LUMEN COMPANY

BY: _______. TITLE: ______.

ROCKY MOUNTAIN POWER ACCEPTANCE

APPROVED THIS ______, 2021

BY: ______ TITLE: ____

DOMINION ENERGY UTAH APPROVES THIS PLAT FOR THE PURPOSE OF APPROXIMATING THE LOCATION, BOUNDARIES, COURSE AND DIMENSIONS OF THE RIGHT-OF-WAY AND EASEMENT GRANTS AND EXISTING UNDERGROUND FACILITIES. NOTHING HERE IN SHALL BE CONSTRUED TO WARRANT OR VERIFY THE PRECISE LOCATION OF SUCH ITEMS. THE RIGHT-OF-WAY AND THE EASEMENTS ARE SUBJECT TO NUMEROUS RESTRICTIONS APPEARING ON THE RECORDED RIGHT-OF-WAY AND EASEMENT GRANT(S). DOMINION ENERGY UTAH ALSO APPROVES THIS PLAT FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS; HOWEVER, DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION OR THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE IN OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S EAST & SOUTH EAST UTAH COUNTY, CONSTRUCTION SERVICES DEPARTMENT AT 801-853-6586

APPROVED THIS _____, 2021 A DOMINION ENERGY COMPANY

A PACIFICORP COMPANY

BY: ______ TITLE: ____

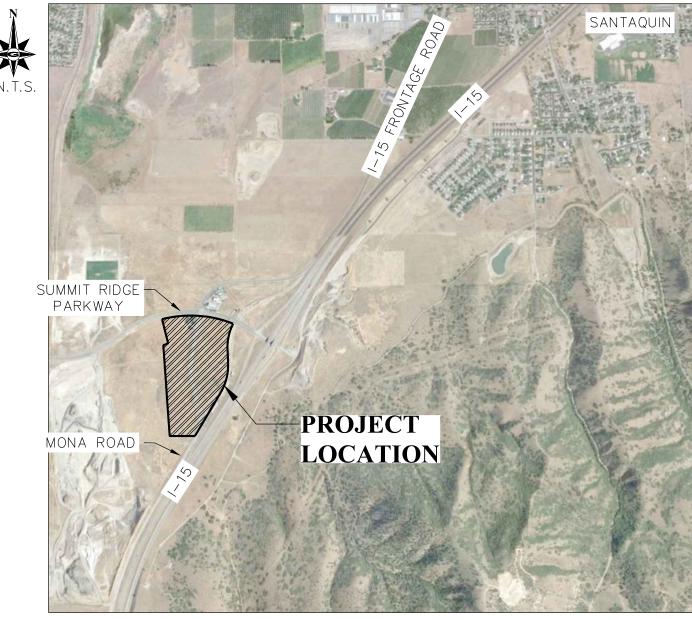


CLERK-RECORDER

(SEE SEAL BELOW)

SUMMIT RIDGE COMMERCIAL SUBDIVISION

LOCATED IN THE CITY OF SANTAQUIN, UTAH 84655



VICINITY MAP

DENSITY TABLE

ZONING CLASSIFICATION: C-1
TOTAL NUMBER OF LOTS: 8
TOTAL ACREAGE DEVELOPMENT: 49.25 AC
TOTAL LOT ACREAGE: 42.747 AC
TOTAL ROW ACREAGE: 5.936 AC
TOTAL OPEN SPACE ACREAGE: 0

<u>OWNER</u>

CONTACT: CHAD LILJENQUIST 6995 UNION PARK CENTER #440 MIDVALE, UT 84047 PHONE: (801) 566-6185

ENGINEER

GILSON ENGINEERING, INC. 12401 SOUTH 450 EAST, UNIT C2 DRAPER, UTAH 84020-7937

CONTACT: BRAD GILSON PHONE: (801) 571-9414

SHEET INDEX SHEET NO. COVER SHEET **GENERAL NOTES** EXISTING SITE PHASING PLAN OVERALL SITE PLAN OVERALL UTILITIES & GRADING PLAN 8" WATER LINE LOOP 8" WATER LINE LOOP 8" WATER LINE LOOP 8" WATER LINE LOOP UTILITIES & GRADING PLAN UTILITIES & GRADING PLAN

NOTE

THE DEVELOPER AND THE CONTRACTOR UNDERSTAND THAT IS IS HIS/HER RESPONSIBILITY TO ENSURE THAT ALL IMPROVEMENTS INSTALLED WITHIN THIS DEVELOPMENT ARE CONSTRUCTED IN FULL COMPLIANCE WITH ALL STATE AND SANTAQUIN CITY CODES, ORDINANCES AND STANDARDS. THESE PLANS ARE NOT ALL INCLUSIVE OF ALL MINIMUM CODES, ORDINANCES AND STANDARDS. THIS FACT DOES NOT RELIEVE THE DEVELOPER OR GENERAL CONTRACTOR FROM FULL COMPLIANCE WITH ALL MINIMUM STATE AND SATAQUIN CITY CODES, ORDINANCES AND STANDARDS.

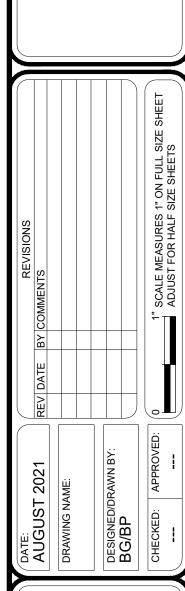
DISCLAIMER NOTE

UTILITY LOCATIONS SHOWN HEREON ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UNDERGROUND AND OVERHEAD UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR UTILITIES NOT SHOWN IN THEIR PROPER LOCATION.









COVER SHEET
LILJENQUIEST
AMIT RIDGE COMMERCIAL SUBDISANTAQUIN, UTAH 84655
UTAH COUNTY, UTAH



ABBREVIATIONS

ADVANCE DRAINAGE SYSTEM ARV AIR RELEASE VALVE BAR AND CAP BC BOW **BACK OF WALK BVCE** BEGINNING VERTICAL CURVE ELEV. BEGINNING VERTICAL CURVE STATION **BVCS** CB CATCH BASIN CABLE CBL CH CHORD BEARING CENTERLINE CORRUGATED METAL PIPE CO **CLEAN OUT** CONC CONCRETE COR. SECTION CORNER DELTA ANGLE DET DETAIL DIAMETER DIA DIP DUCTILE IRON PIPE DWG DRAWING **EXISTING GRADE ELEV ELEVATION EDGE OF CONCRETE EDGE OF PAVEMENT EVCE** END VERTICAL CURVE ELEV. END VERTICAL CURVE STATION **EVCS** EW EACH WAY **EXISTING** FFE FINISHED FLOOR ELEVATION FINISHED GRADE FIRE HYDRANT FLOW LINE FO FIBER OPTICS FT FOOT **GRADE BREAK** GB HC HANDICAP HDPE HIGH DENSITY POLY ETHYLENE **HIGH POINT** INV. INVERT IRR **IRRIGATION** LINEAR FEET LIP OF CURB LIP LOW POINT LT. LEFT MAX. MAXIMUM **MANHOLE** MINIMUM MONUMENT NOT TO SCALE NTS OC ON CENTER OHP **OVER HEAD POWER** PC POINT OF CURVE POINT OF INTERSECTION PROPERTY LINE POWER POLE PRC POINT OF REVERSE CURVE PRV PRESSURE REDUCING VALVE POINT OF TANGENCY PUE PUBLIC UTILITY EASEMENT PVC POLYVINYL CHLORIDE PIPE RADIUS ROW RIGHT OF WAY SEWER SD STORM DRAIN SOUTH END RADIUS SER SSMH SEWER MANHOLE STA STATION STD STANDARD SW SECONDARY WATER TBC TOP BACK OF CURB TOA TOP OF ASPHALT TOE TOE OF SLOPE TOP TOP OF SLOPE TOW TOP OF WALL

TYP

UG VPC

VPI VPT

WV

TYPICAL

WATER

WATER METER

WATER VALVE

UNDER GROUND POWER

VERTICAL POINT OF CURVE

VERTICAL POINT OF INTERSECTION

VERTICAL POINT OF TANGENCY

GENERAL NOTES

- 1. THIS DESIGN IS AN ORIGINAL UNPUBLISHED WORK AND MAY NOT BE DUPLICATED, PUBLISHED AND/OR USED WITHOUT THE WRITTEN CONSENT OF GILSON ENGINEERING, INC.
- 2. THESE SHEETS LISTED BY DRAWING INDEX, ALL ACCOMPANYING SPECIFICATIONS FOR MATERIALS, WORKMANSHIP QUALITY, AND NOTES HAVE BEEN PREPARED SOLELY FOR THE CONSTRUCTION AND FINISH OF PROJECT IMPROVEMENTS, COMPLETE AND READY
- 3. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH PERTINENT JURISDICTIONAL CODES, RESTRICTIONS, COVENANTS, AND/OR ORDINANCES. ANY CONFLICT BETWEEN DESIGN AND REQUIREMENT SHALL BE REPORTED TO GILSON ENGINEERING, INC. BEFORE PROCEEDING. FAILURE TO DO SO VOIDS THE DESIGN.
- 4. ANY AND ALL PROPOSED CHANGE, MODIFICATIONS AND/OR SUBSTITUTION SHALL BE REPORTED TO GILSON ENGINEERING, INC. BEFORE PROCEEDING. ANY DEVIATION FROM THE CONTRACT DOCUMENTS, WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF GILSON ENGINEERING, INC. VOIDS THE DESIGN.
- 5. IN THE EVENT OF CONFLICT BETWEEN THE DESIGN DOCUMENTS AND/OR JURISDICTIONAL REQUIREMENTS, THE MORE RESTRICTIVE FROM THE STANDPOINT OF SAFETY AND PHYSICAL SECURITY SHALL APPLY.
- 6. ANY INSTALLATION OR WORK NECESSARY TO THE FUNCTIONING, SAFETY AND/OR PHYSICAL SECURITY OF DESIGN THAT IS TO BE ENCAPSULATED OR OTHERWISE PERMANENTLY OBSCURED FROM INSPECTION SHALL BE REPORTED TO GILSON ENGINEERING, INC. A MINIMUM OF TWO (2) WORKING DAYS BEFORE ENCLOSURE.
- 7. DESIGN IS GENERALLY PREDICATED UPON PROVISIONS OF THE CURRENT EDITION OF THE INTERNATIONAL BUILDING CODE AND/OR AMENDMENTS AS MAY HAVE BEEN LOCALLY ENACTED. THIS DESIGN AND ANY CONSEQUENT CONSTRUCTION SHALL ACCOMMODATE ALL REQUIREMENTS OF THE JURISDICTIONAL FIRE SAFETY/PREVENTION DISTRICT
- 8. ANY DAMAGE, DISRUPTION OR COMPROMISE OF AMBIENT RIGHTS-OF-WAY, UTILITIES, OR ENVIRONMENTAL QUALITY SHALL BE
- IMMEDIATELY RECTIFIED BY THE CONTRACTOR TO THE SATISFACTION OF GILSON ENGINEERING, INC. AT NO COST TO THE OWNER. 9. THIS DESIGN PURPORTS TO PERMIT FULL ACCESS TO HANDICAPPED PERSONS AS PROVIDED FOR BY PROVISIONS OF FEDERAL LAW. ANY DEVIATION OR COMPROMISE SHALL BE REPORTED TO GILSON ENGINEERING, INC. FOR RESOLUTION.
- 10. ALL WORK SHALL BE INSPECTED BY GOVERNING AGENCIES IN ACCORDANCE WITH THEIR REQUIREMENTS. JURISDICTIONAL APPROVAL SHALL BE SECURED BEFORE PROCEEDING WITH WORK
- 11. ANY WORK THAT IS OUTSIDE OF THE LIMIT OF WORK SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO THE
- 12. CONSULT ALL DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.
- 13. AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAW CUT TO A CLEAN, SMOOTH EDGE.
- 14. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA
- 15. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS BEFORE HAND.
- 16. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ENGINEER OR INSPECTING AUTHORITY 72 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.
- 17. ALL DIMENSIONS, GRADES, AND UTILITY DESIGNS SHOWN ON PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES.
- 18. CONTRACTOR IS RESPONSIBLE FOR ALL FLAGGING, CAUTION SIGNS, LIGHTS, BARRICADES, FLAG MEN, AND ALL OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.
- 19. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES, AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTORS USE DURING CONSTRUCTION.
- 20. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE OWNER OR ENGINEER.
- 21. THE CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCHMARKS, CONTROL POINTS, REFERENCE POINTS, AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSE BY
- 22. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFELY OF ALL PERSONS ON THE PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE
- 23. ALL WORK WITHIN THE SITE TO CONFORM TO THE CURRENT CITY STANDARDS AND SPECIFICATIONS.

THEIR UNNECESSARY LOSS OR DISTURBANCE.

- 24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL OF THE REQUIREMENTS ESTABLISHED FOR SAFE TRENCHING. (SEE OSHA AND UOSHA REQUIREMENTS, LATEST EDITIONS).
- 25. CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES BEFORE LAYING PIPE WITHIN 200 FEET OF SAID UTILITIES WHICH MAY BE EXPOSED, DAMAGED OR CROSSED AS SHOWN ON THE DRAWINGS OR AS "BLUE STAKED". THE CONTRACTOR WILL MAKE ARRANGEMENTS WITH THE UTILITY COMPANY TO MOVE THE UTILITY IF NECESSARY OR OBTAIN PERMISSION FROM THE PROJECT ENGINEER TO MODIFY GRADES OF PROJECT LINES IN ORDER TO GO AROUND EXISTING UTILITIES.
- 26. SEWER MAINS, WATER MAINS, GAS MAINS AND OTHER UTILITIES ARE SHOWN ON THE PLANS IN A GENERAL SCHEMATIC WAY ACCORDING TO INFORMATION RECEIVED FROM OTHERS AND SOMETIMES FROM FIELD MEASUREMENTS. THE ACCURACY OR COMPLETENESS OF THE LOCATIONS SHOWN IS APPROXIMATE ONLY. THE CONTRACTOR SHALL DETERMINE THE ACTUAL LOCATION OF EXISTING SERVICE CONNECTIONS AND UTILITIES, VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS AND TAKE THE NECESSARY STEPS TO AVOID THEM.
- 27. SPECIFIC INFORMATION PROVIDED IN THE CONTRACT DOCUMENTS SHALL SUPERSEDE ITEMS COVERED IN THESE DRAWINGS. 28. THE DEVELOPER AND THE CONTRACTOR UNDERSTAND THAT IS IS HIS/HER RESPONSIBILITY TO ENSURE THAT ALL IMPROVEMENTS INSTALLED WITHIN THIS DEVELOPMENT ARE CONSTRUCTED IN FULL COMPLIANCE WITH ALL STATE AND SANTAQUIN CITY CODES, ORDINANCES AND STANDARDS. THESE PLANS ARE NOT ALL INCLUSIVE OF ALL MINIMUM CODES, ORDINANCES AND STANDARDS. THIS FACT DOES NOT RELIEVE THE DEVELOPER OR GENERAL CONTRACTOR FROM FULL COMPLIANCE WITH ALL MINIMUM STATE AND SANTAQUIN CITY CODES, ORDINANCES AND STANDARDS.

UTILITY NOTES

- 1. COORDINATE ALL UTILITY CONNECTIONS TO BUILDING WITH PLUMBING PLANS AND BUILDING CONTRACTOR.
- 2. VERIFY DEPTH AND LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTING ANY NEW UTILITY LINES. NOTIFY CIVIL ENGINEER OF ANY DISCREPANCIES OR CONFLICTS PRIOR TO ANY CONNECTIONS BEING MADE.
- 3. WATER METERS ARE TO BE INSTALLED PER CURRENT CITY STANDARDS AND SPECIFICATIONS. IT WILL BE THE CONTRACTORS RESPONSIBILITY TO INSTALL ALL ITEMS REQUIRED.
- 4. WATER LINES, VALVES, FIRE HYDRANTS, FITTINGS ETC. ARE TO BE CONSTRUCTED AS SHOWN. CONTRACTOR IS RESPONSIBLE TO CONSTRUCT ANY VERTICAL ADJUSTMENTS NECESSARY TO CLEAR SEWER, STORM DRAIN OR OTHER UTILITIES AS NECESSARY INCLUDING VALVE BOXES AND HYDRANT SPOOLS TO PROPER GRADE.
- 5. FIELD VERIFY ALL EXISTING AND/OR PROPOSED ROOF DRAIN/ROOF DRAIN DOWN SPOUT CONNECTIONS TO STORM WATER SYSTEM
- WITH CIVIL, PLUMBING & ARCHITECTURAL PLANS, NOTIFY ENGINEER OF ANY DISCREPANCIES.
- 6. ALL CATCH BASINS AND INLET BOX GRATES ARE TO BE BICYCLE SAFE. 7. UNLESS OTHERWISE NOTED FOR EXISTING UTILITIES, ALL DRY UTILITIES ARE ASSUMED TO BE 3' BELOW EXISTING GRADE TO TOP OF CONDUIT. ALL WATER LINES ARE ASSUMED TO BE 4' BELOW EXISTING GRADE TO TOP OF PIPE. ALL STORM AND SANITARY LINES ARE BASED ON SURVEYED INVERT DATA. CONTRACTOR TO POTHOLE ALL UTILITY CROSSINGS, VERIFY ELEVATIONS AND
- CONTACT ENGINEER IF ELEVATIONS ARE DIFFERENT FROM THOSE SHOWN IN THESE PLANS. 8. ANY EXISTING VALVES AND MANHOLE COVERS SHALL BE RAISED OR LOWERED TO MEET FINISHED GRADE
- 9. IF CONTRACTOR LOCATES ANY UNIDENTIFIED UTILITIES, CONTRACTOR SHALL CONTACT THE ENGINEER FOR VERIFICATION OF LOCATION BOTH HORIZONTAL AND VERTICAL.



CAUTION NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIE: AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

HE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB ITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY O ALL PERSONS AND PROPERTY: THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO THE NORMAL WORKING HOURS: AND THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN ONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

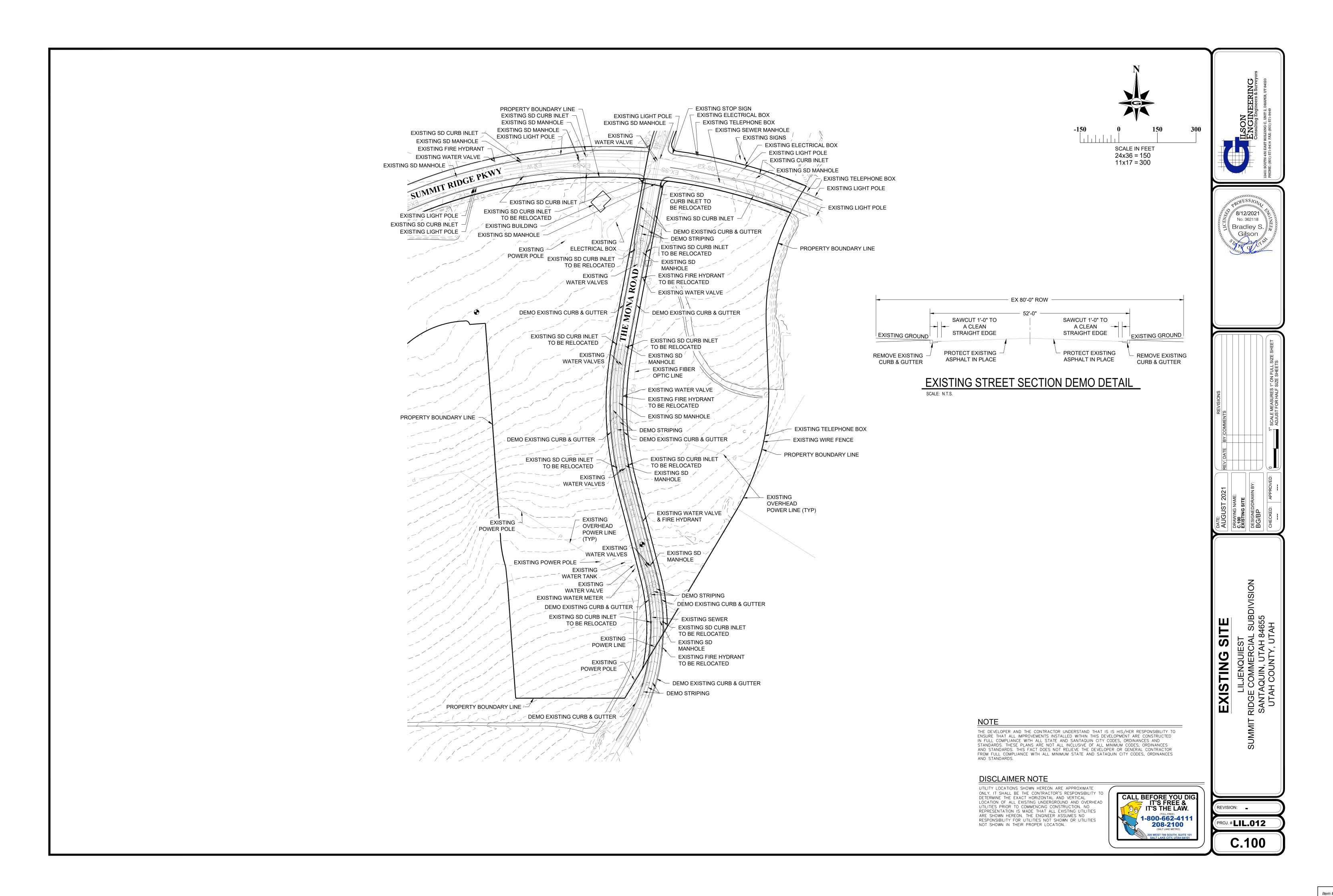


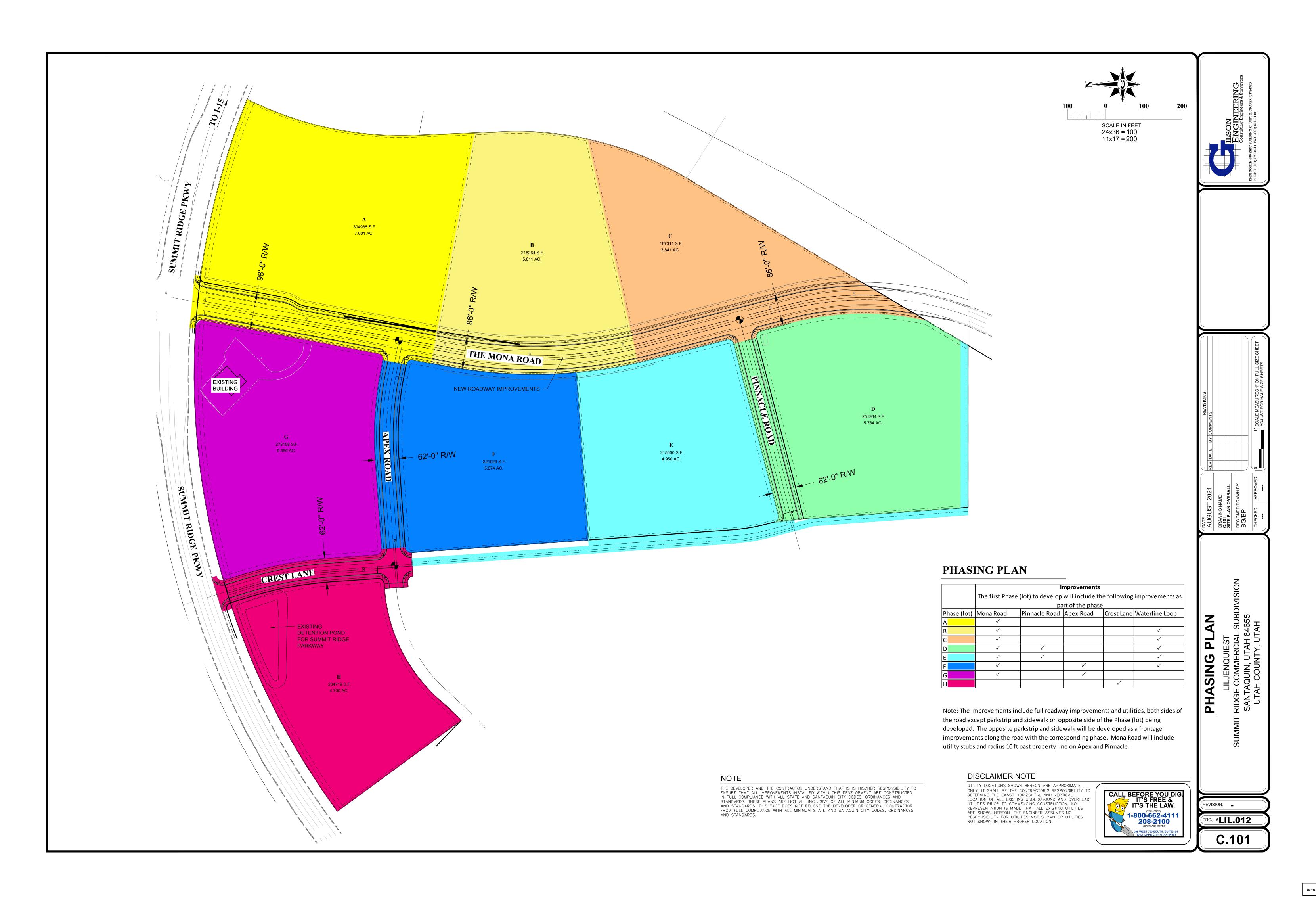
NOTE GENERAL

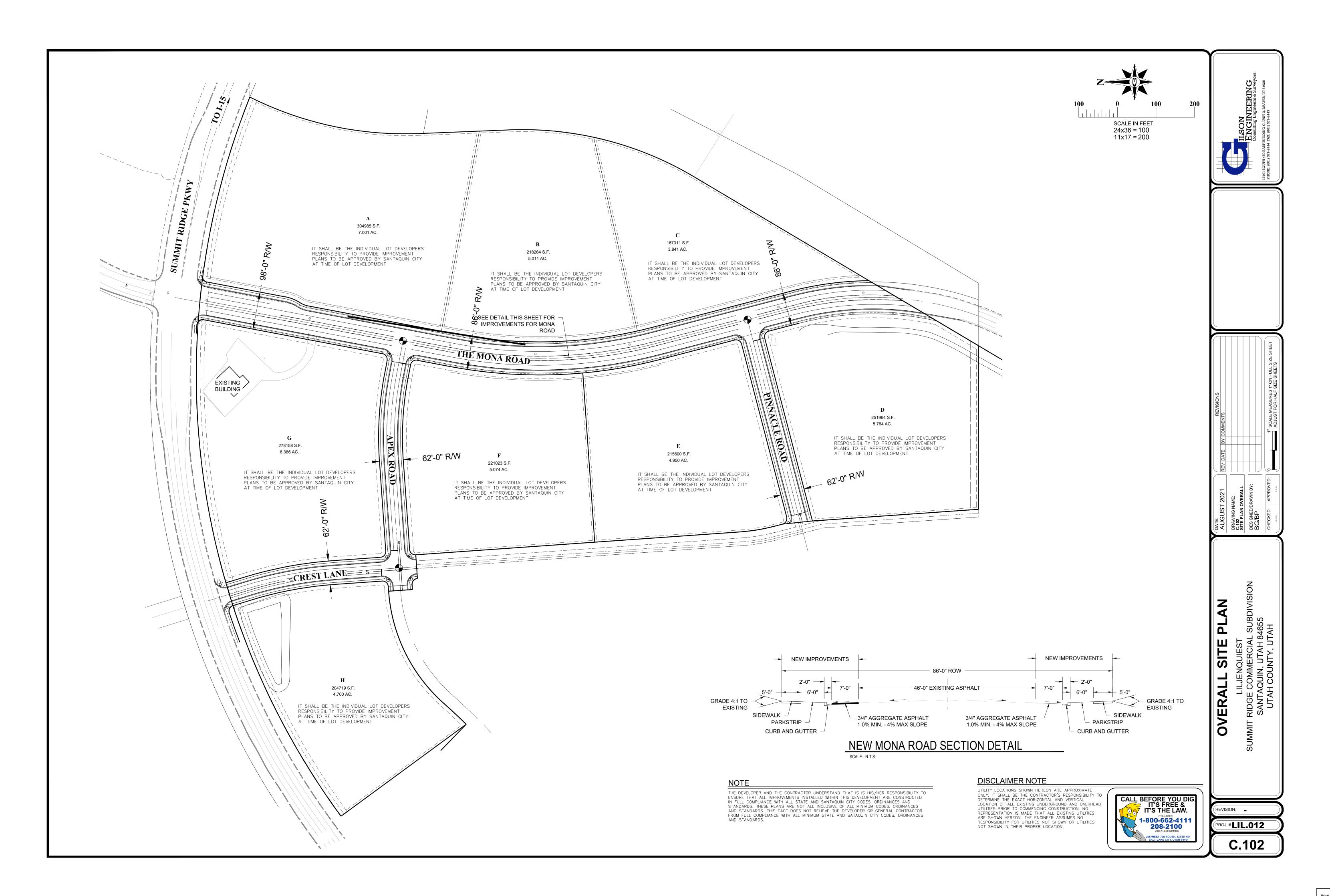
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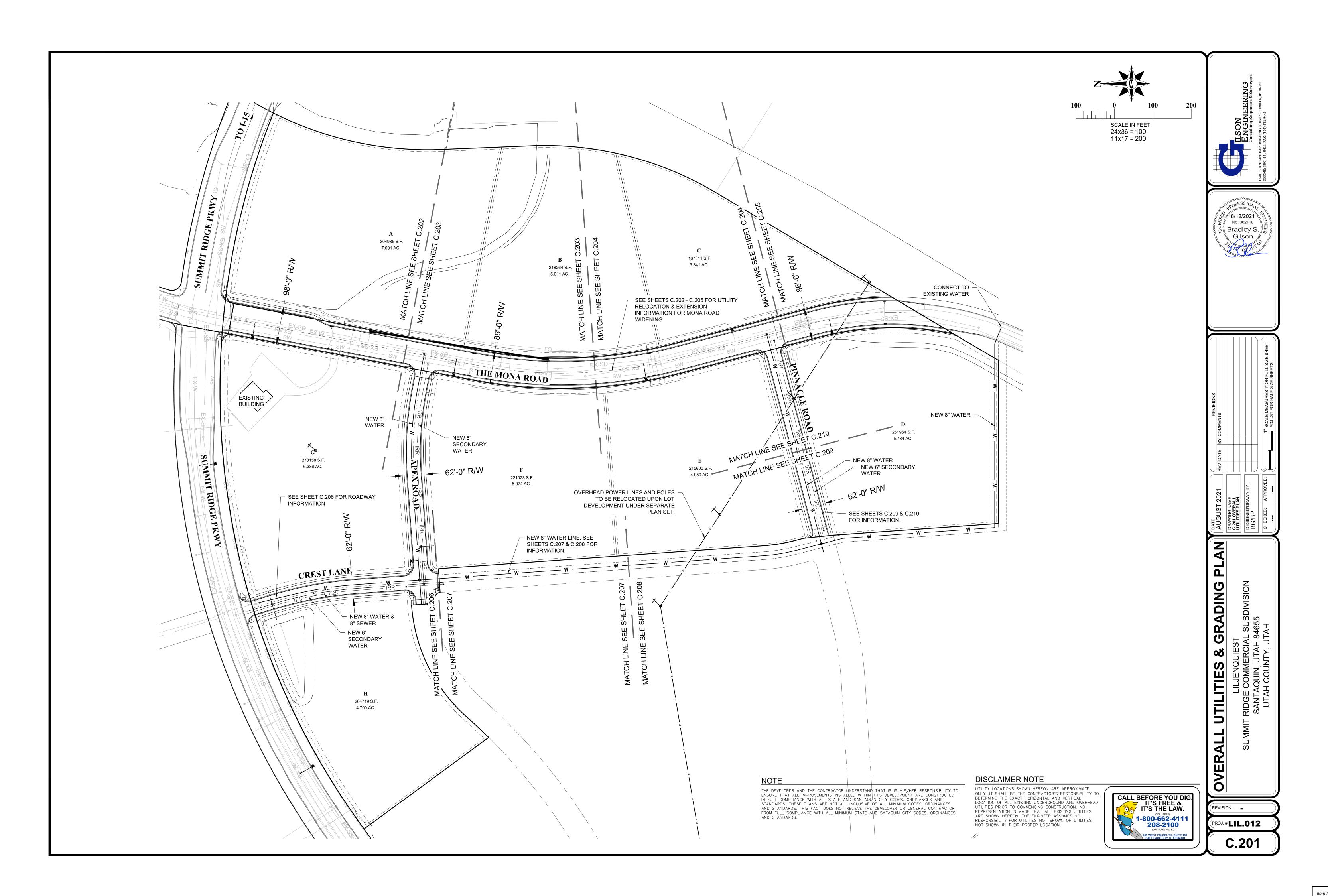
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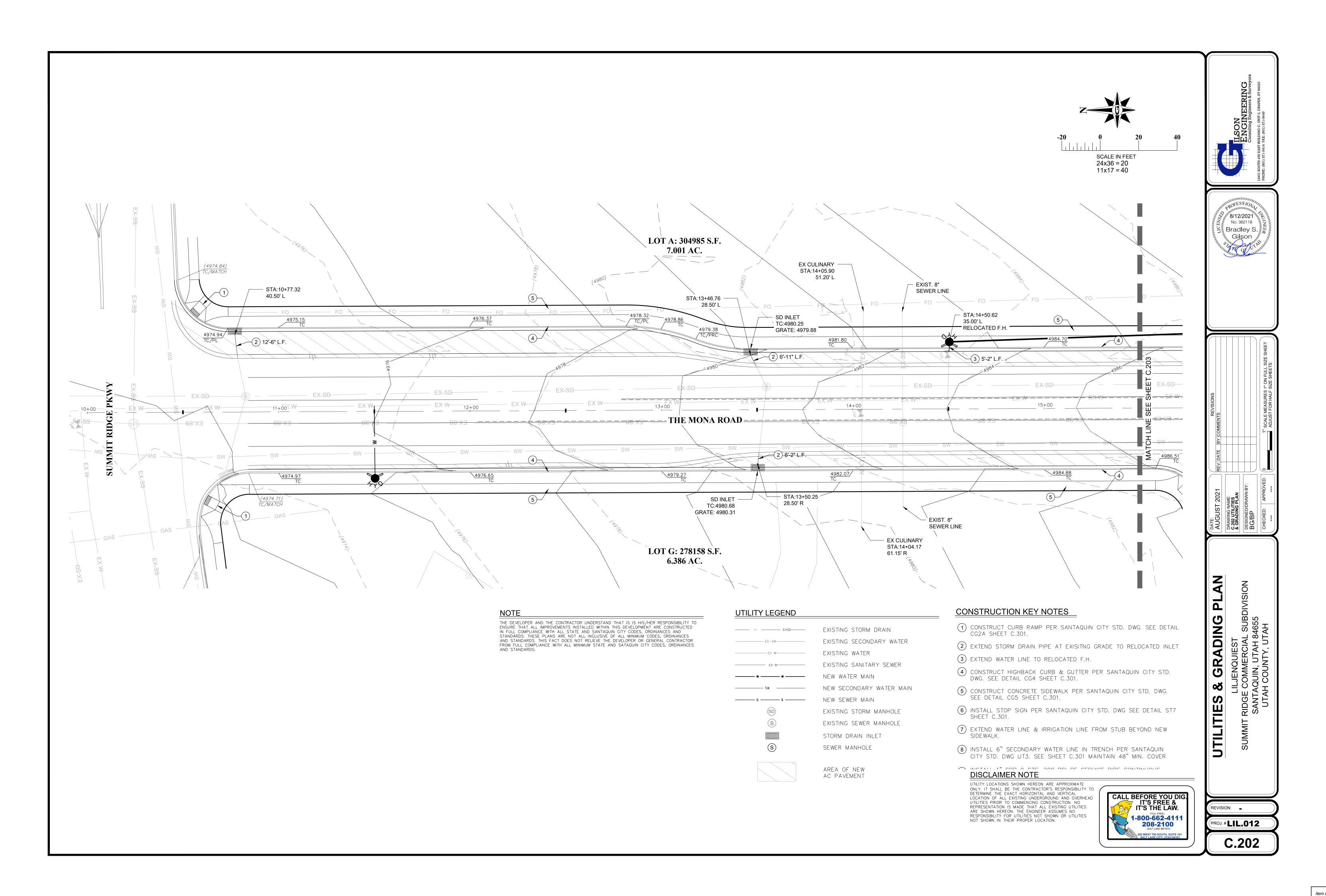
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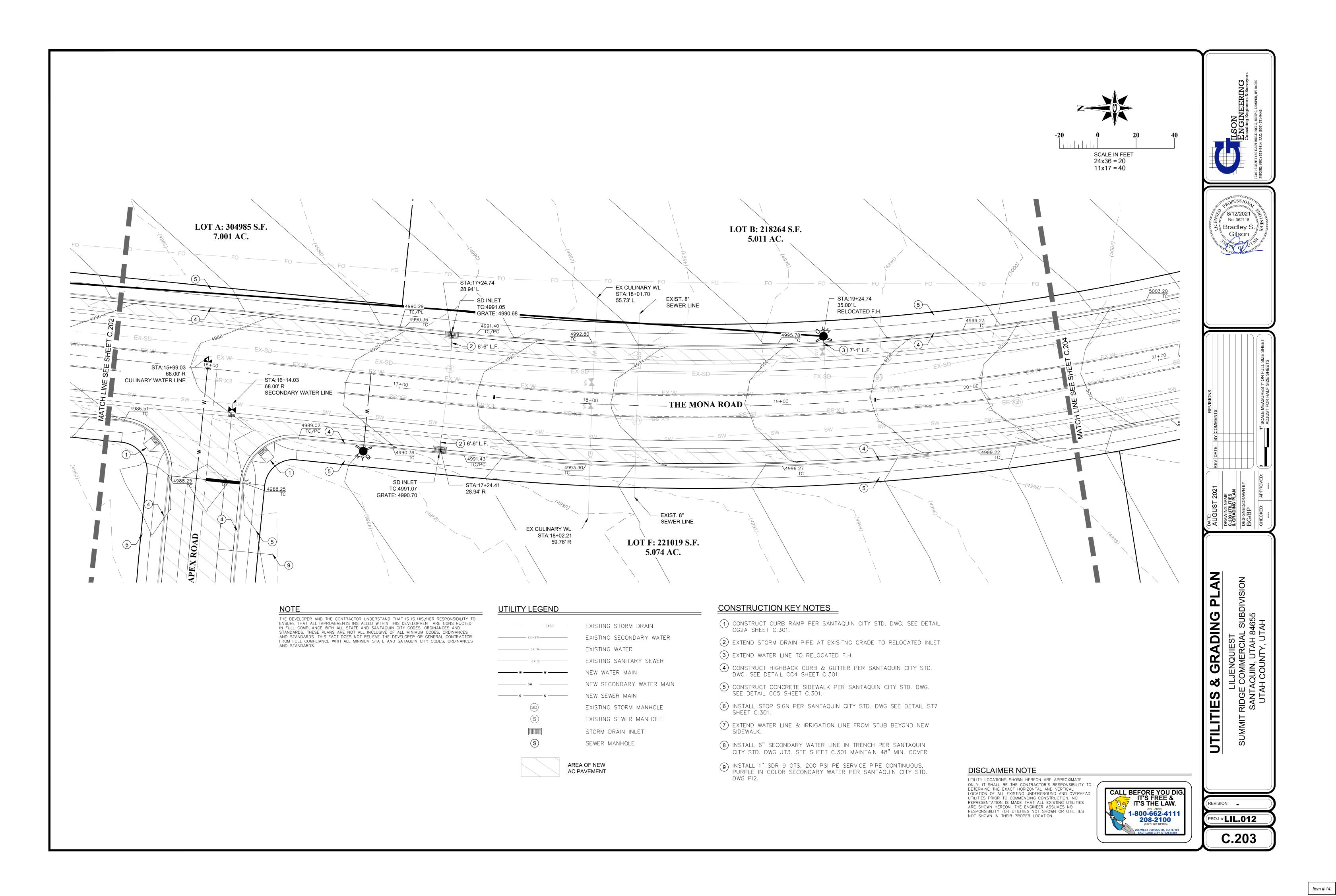


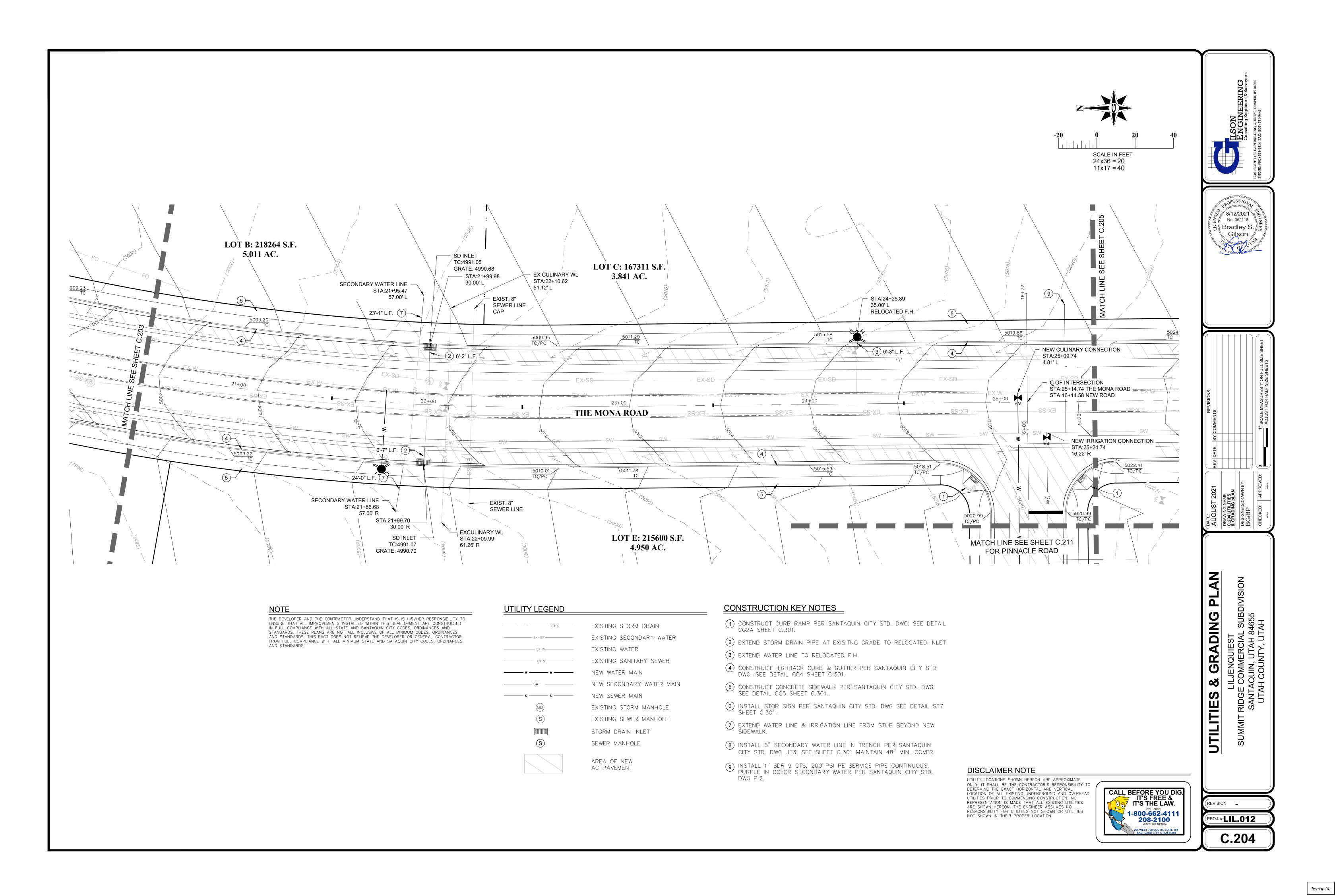


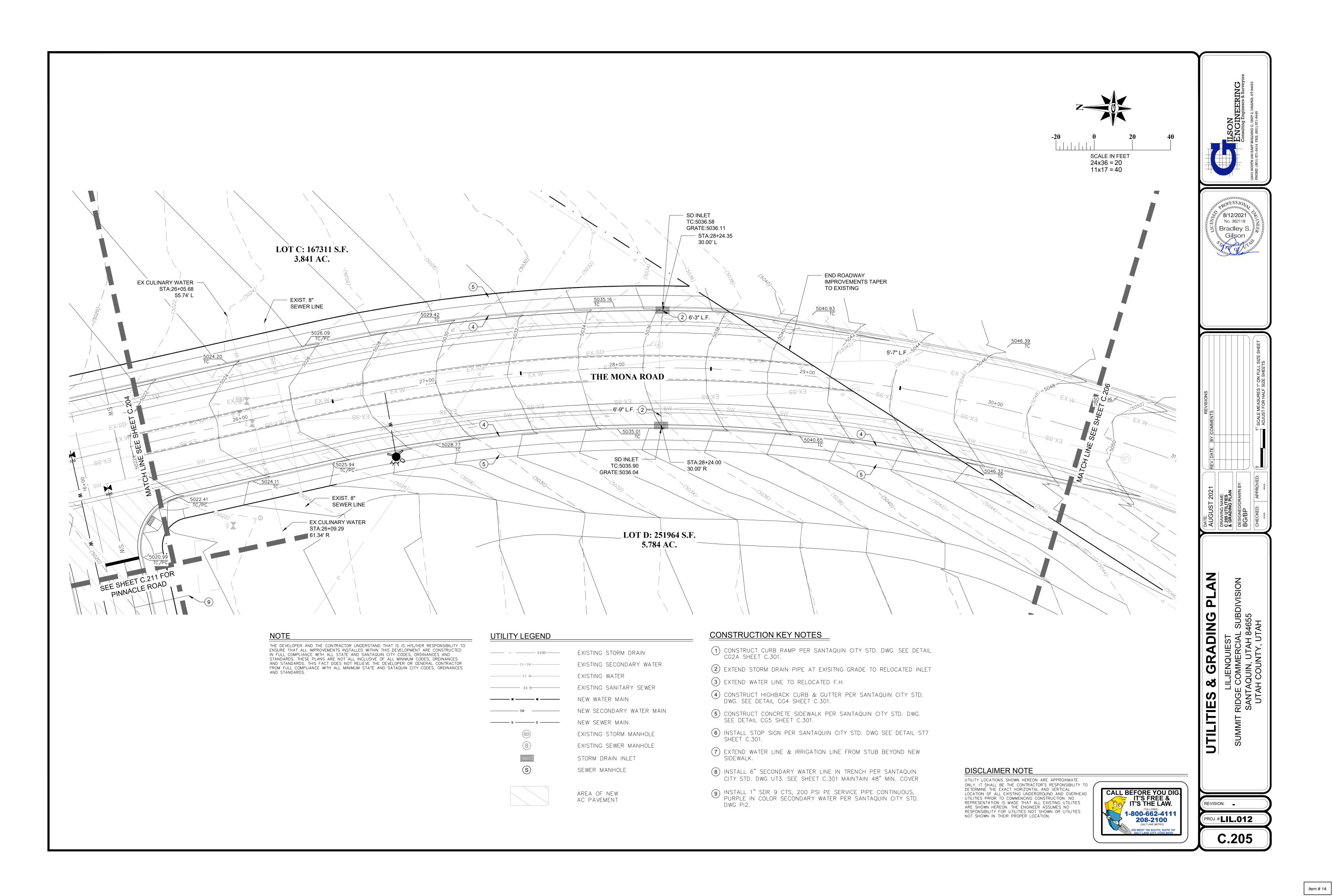


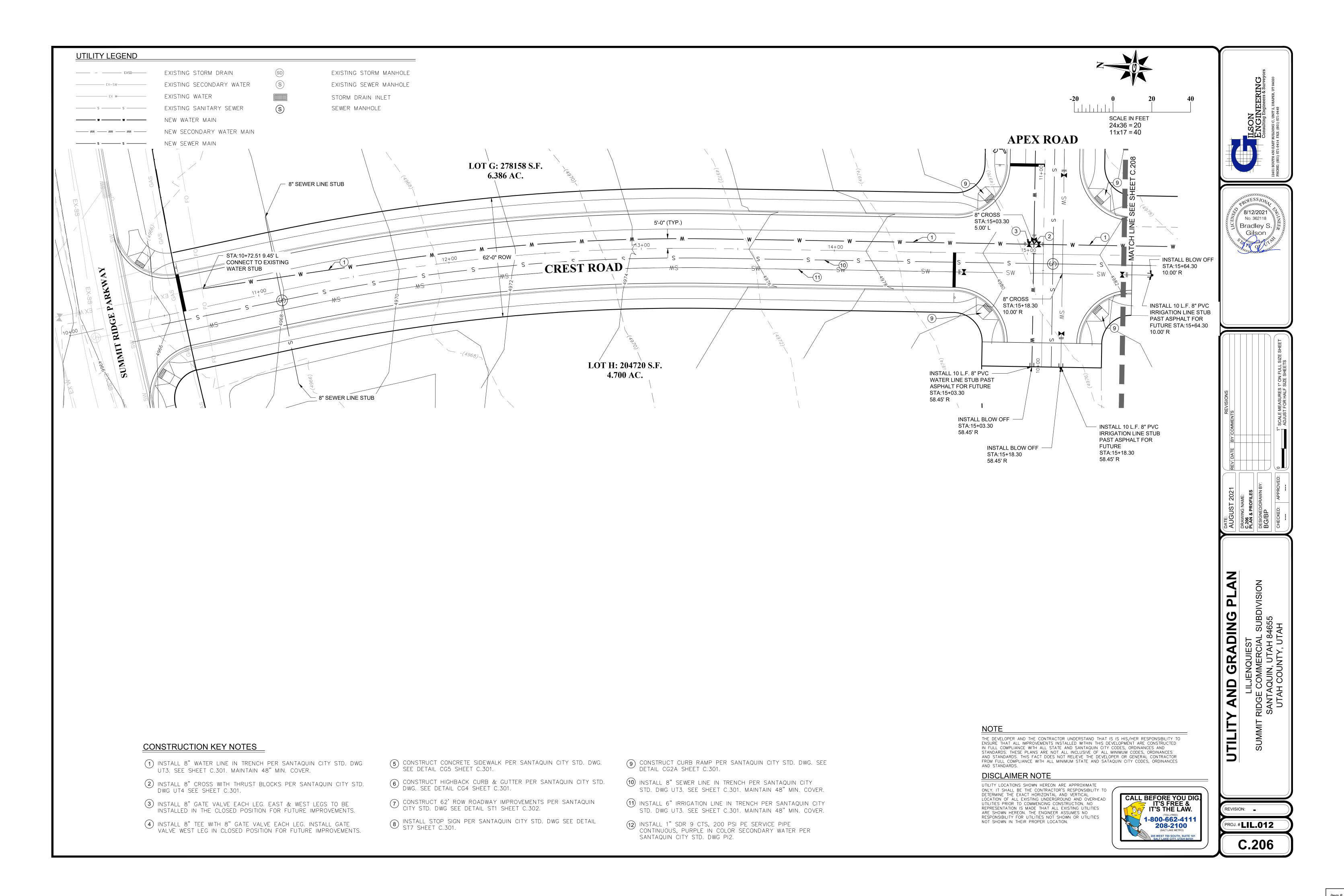


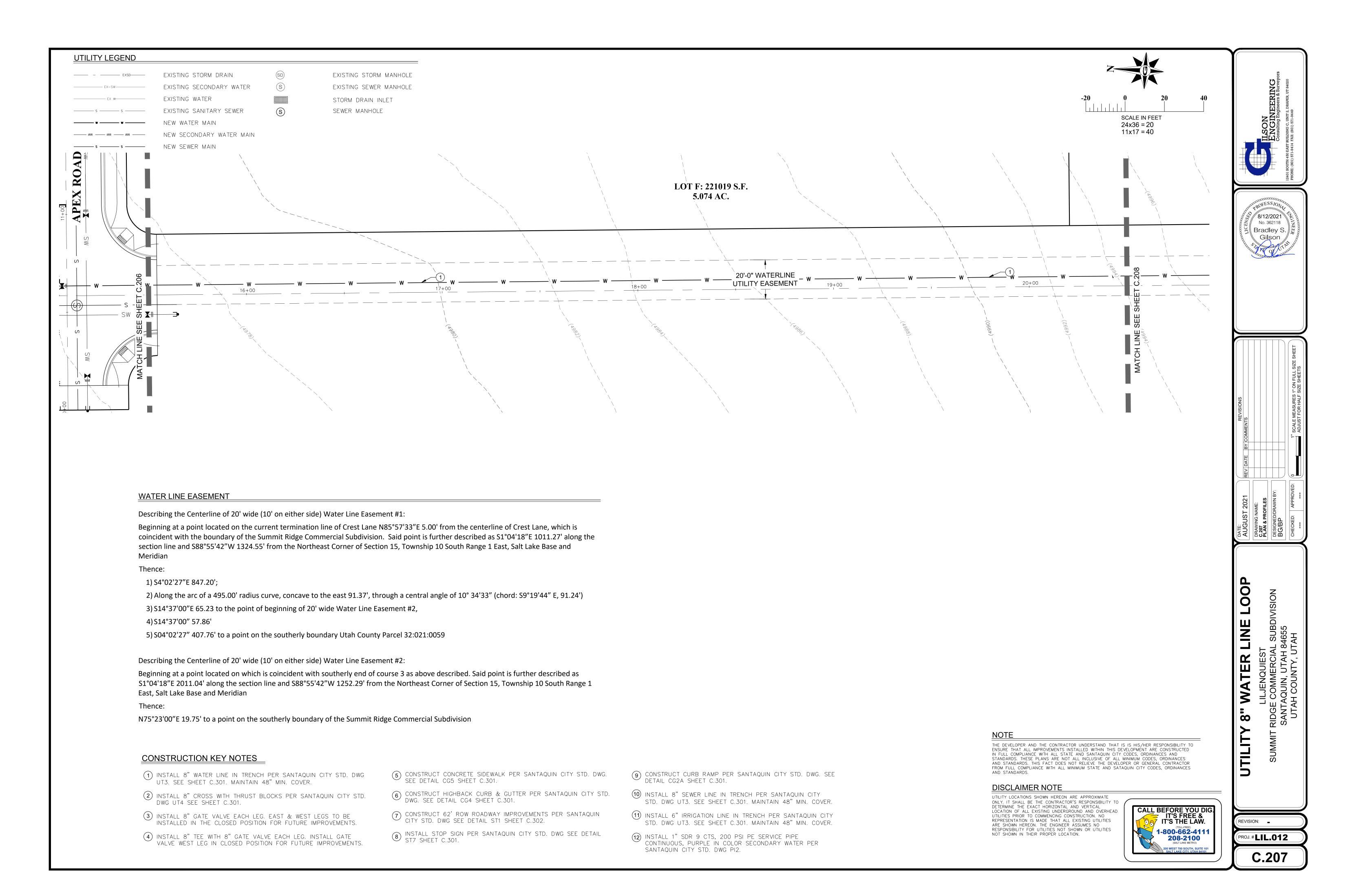


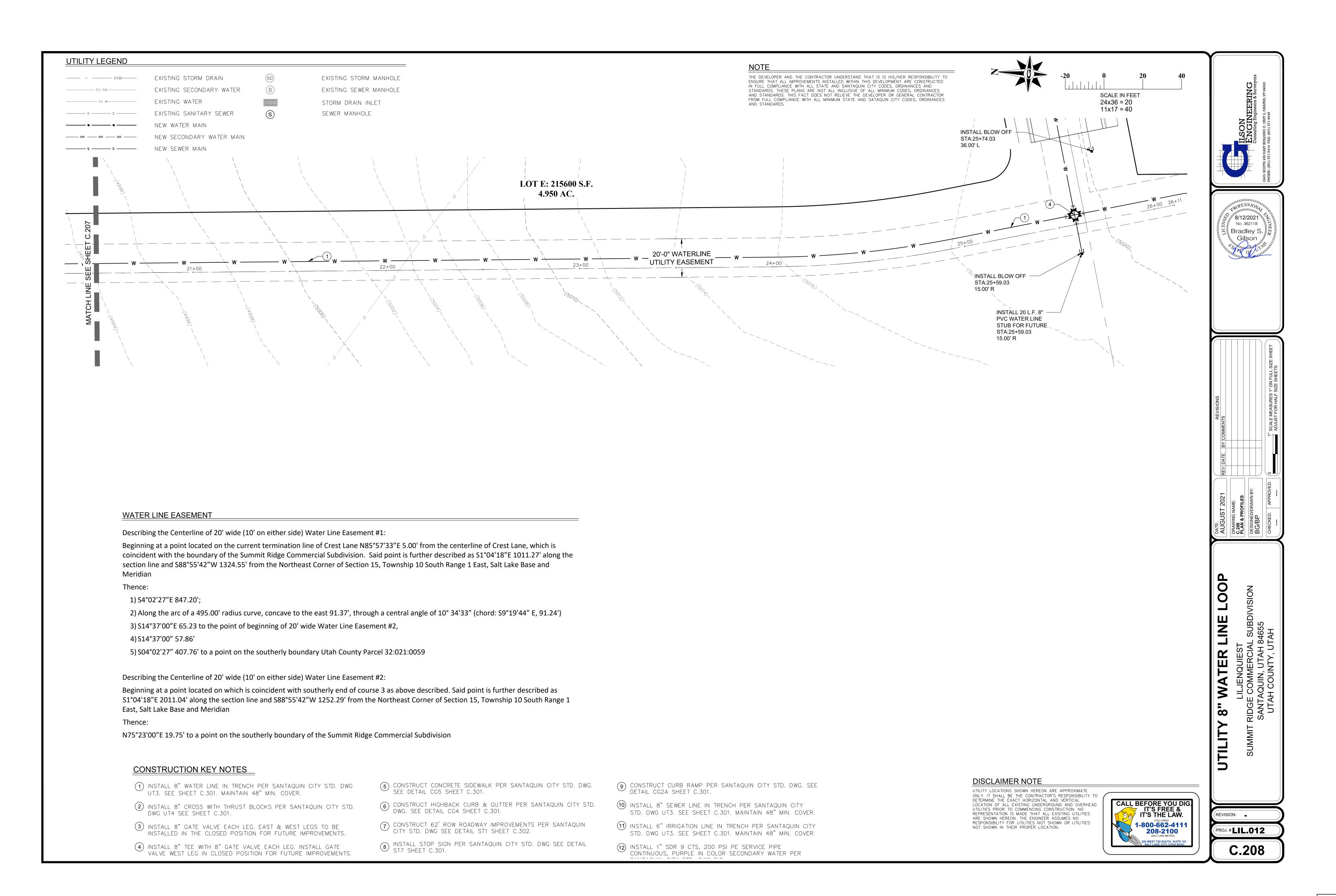


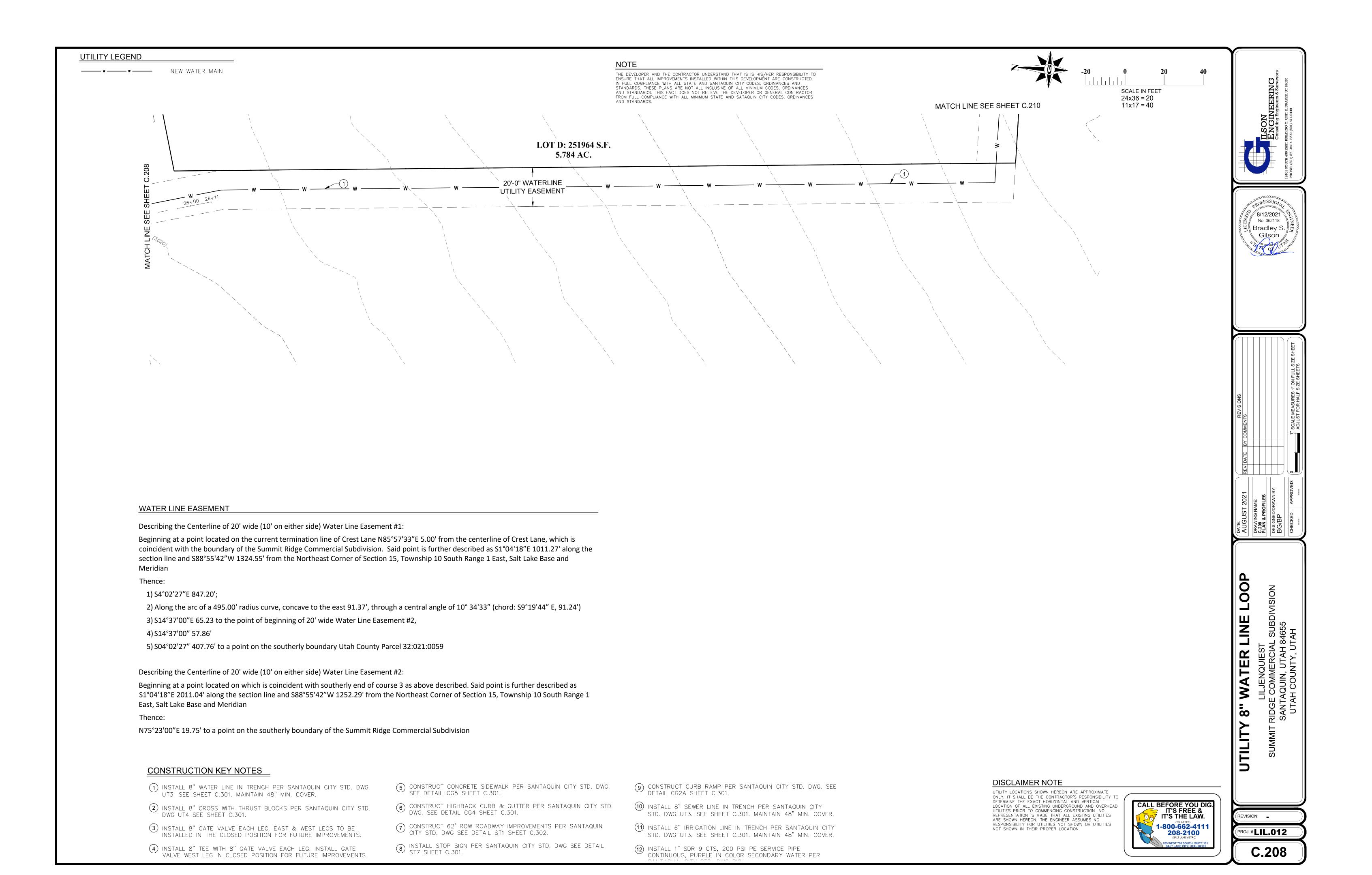


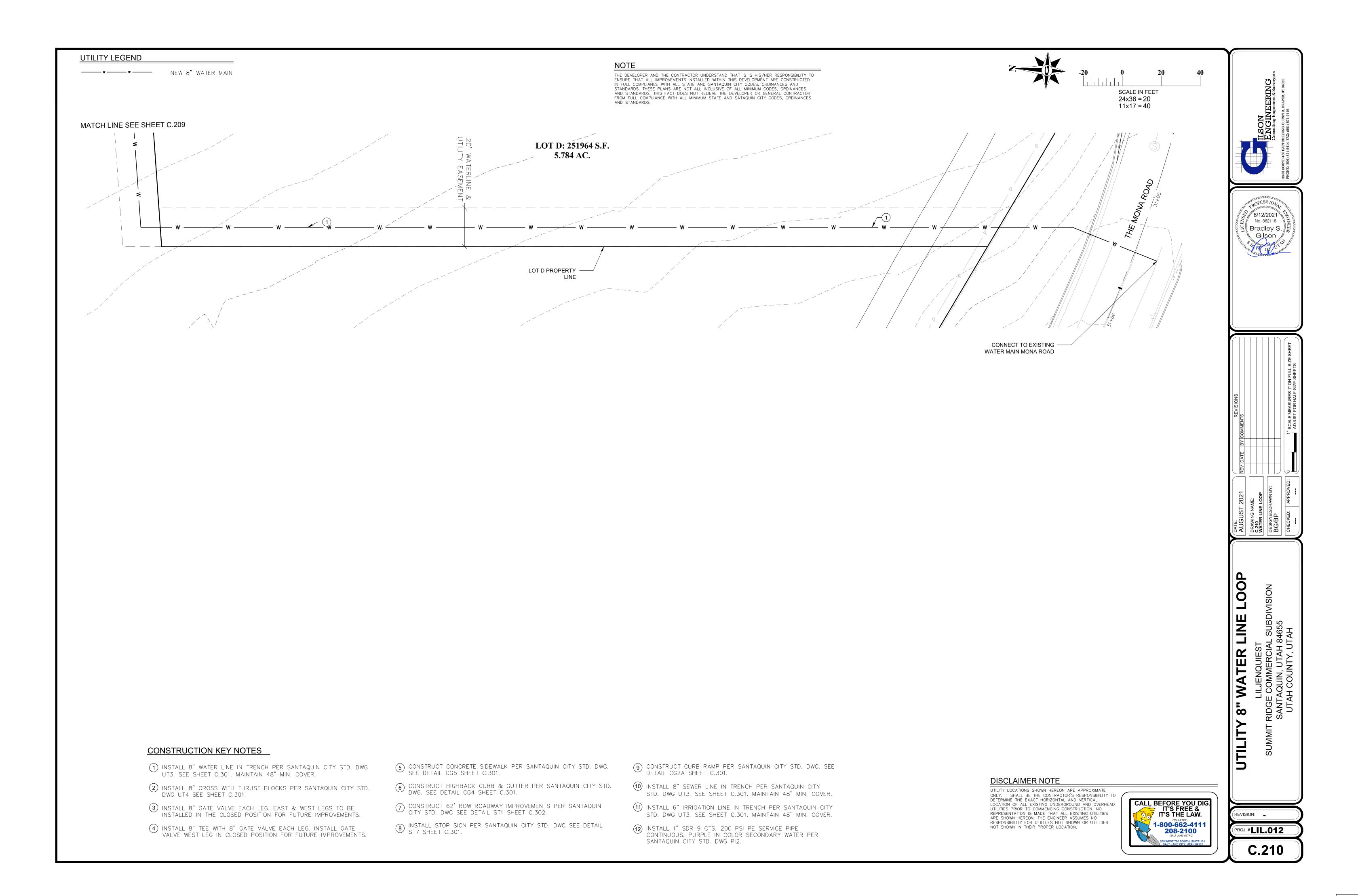


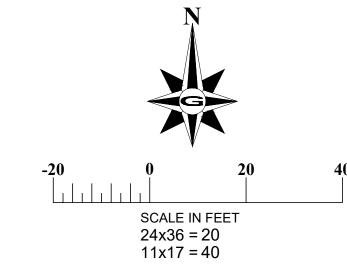


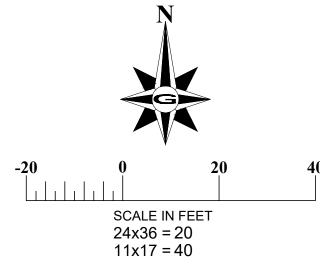


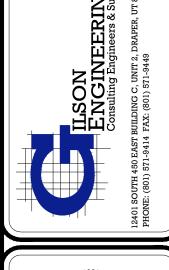


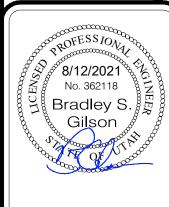


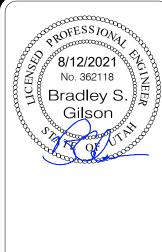


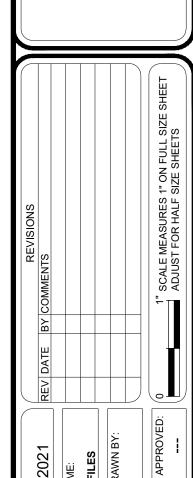












SEE SHEET C.208 FOR CONTINUATIO	N			
(50,16) W SO14	5016	LOT E: 215600 4.950 AC.	EXISTING5018	
	5016.34 TC	5 FROM BACK OF SIDE 5017.42 TC	EVVALR	0 N 8.42 TC
INSTALL BLOW OFF STA:10+31.00 5.00' L	M — M —	PINNACLE ROAD - M M	7 881 881 881 881	13+00 W W W W W W W W W W W W W W W W W W
INSTALL 20 L.F. 8" PVC WATER LINE STUB FOR FUTURE STA:10+31.00 5.00' L END SECONDARY	5016.34 TC	6 5017.42 TC	——————————————————————————————————————	HOLEN TO THE TENT
WATER LINE INSTALL BLOW OFF STA:10+82.00 10.00' R	STA:10+92.00 END ROADWAY IMPROVEMENTS LO	GRADE 4:1 MAX TO FROM BACK OF SIDE 5.784 AC.		

CONSTRUCTION KEY NOTES

- 1) INSTALL 8" WATER LINE IN TRENCH PER SANTAQUIN CITY STD. DWG UT3. SEE SHEET C.301. MAINTAIN 48" MIN. COVER.
- (2) INSTALL 8" CROSS WITH THRUST BLOCKS PER SANTAQUIN CITY STD. DWG UT4 SEE SHEET C.301.
- (3) INSTALL 8" GATE VALVE EACH LEG. EAST & WEST LEGS TO BE INSTALLED IN THE CLOSED POSITION FOR FUTURE IMPROVEMENTS.
- (4) INSTALL 8" TEE WITH 8" GATE VALVE EACH LEG. INSTALL GATE VALVE WEST LEG IN CLOSED POSITION FOR FUTURE IMPROVEMENTS.
- (5) CONSTRUCT CONCRETE SIDEWALK PER SANTAQUIN CITY STD. DWG. SEE DETAIL CG5 SHEET C.301.
- 6 CONSTRUCT HIGHBACK CURB & GUTTER PER SANTAQUIN CITY STD. DWG. SEE DETAIL CG4 SHEET C.301.
- 7 CONSTRUCT 62' ROW ROADWAY IMPROVEMENTS PER SANTAQUIN CITY STD. DWG SEE DETAIL ST1 SHEET C.302.
- 8 INSTALL STOP SIGN PER SANTAQUIN CITY STD. DWG SEE DETAIL ST7 SHEET C.301.
- ONSTRUCT CURB RAMP PER SANTAQUIN CITY STD. DWG. SEE
 DETAIL CG2A SHEET C.301.
- 10) INSTALL 8" SEWER LINE IN TRENCH PER SANTAQUIN CITY STD. DWG UT3. SEE SHEET C.301. MAINTAIN 48" MIN. COVER.
- (1) INSTALL 6" IRRIGATION LINE IN TRENCH PER SANTAQUIN CITY STD. DWG UT3. SEE SHEET C.301. MAINTAIN 48" MIN. COVER.
- (12) INSTALL 1" SDR 9 CTS, 200 PSI PE SERVICE PIPE CONTINUOUS, PURPLE IN COLOR SECONDARY WATER PER SANTAQUIN CITY STD. DWG PI2.

UTILITY LEGEND

——————————————————————————————————————	EXISTING STORM DRAIN
EX-SW	EXISTING SECONDARY WATER
——————————————————————————————————————	EXISTING WATER
ss	EXISTING SANITARY SEWER
w	NEW WATER MAIN
	NEW SECONDARY WATER MAIN
ss	NEW SEWER MAIN
SD	EXISTING STORM MANHOLE
S	EXISTING SEWER MANHOLE
	STORM DRAIN INLET

THE DEVELOPER AND THE CONTRACTOR UNDERSTAND THAT IS IS HIS/HER RESPONSIBILITY TO ENSURE THAT ALL IMPROVEMENTS INSTALLED WITHIN THIS DEVELOPMENT ARE CONSTRUCTED IN FULL COMPLIANCE WITH ALL STATE AND SANTAQUIN CITY CODES, ORDINANCES AND STANDARDS. THESE PLANS ARE NOT ALL INCLUSIVE OF ALL MINIMUM CODES, ORDINANCES AND STANDARDS. THIS FACT DOES NOT RELIEVE THE DEVELOPER OR GENERAL CONTRACTOR FROM FULL COMPLIANCE WITH ALL MINIMUM STATE AND SATAQUIN CITY CODES, ORDINANCES AND STANDARDS.

SEWER MANHOLE

DISCLAIMER NOTE

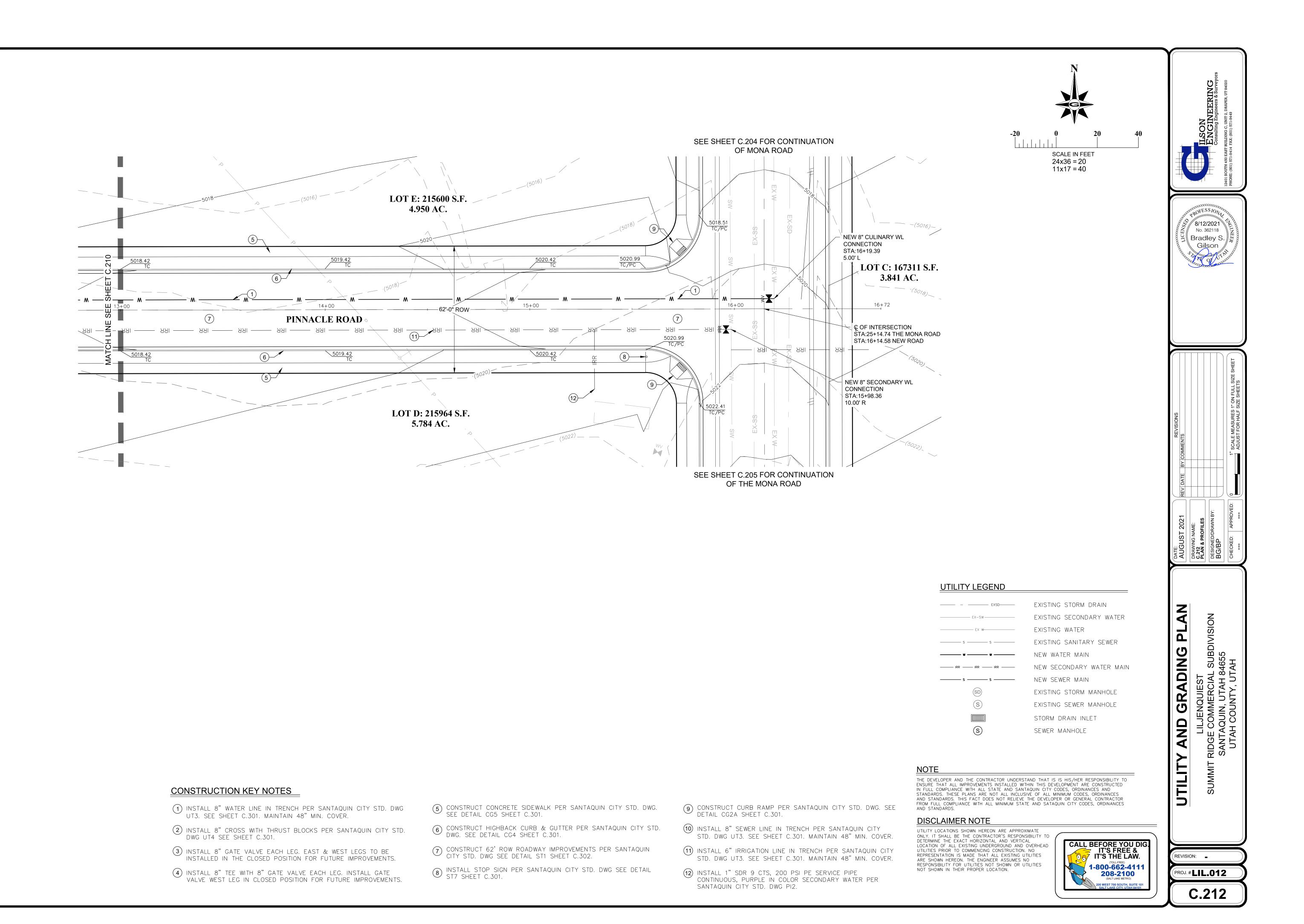
UTILITY LOCATIONS SHOWN HEREON ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UNDERGROUND AND OVERHEAD UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR UTILITIES NOT SHOWN IN THEIR PROPER LOCATION.





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UTILITY AND GRADING





MEMORANDUM

TO: Mayor Hunsaker and City Council FROM: Jon Lundell P.E., City Engineer

RE: Grey Cliffs Development – Conditional Use Permit for Mass Grading

City Council Action needed

Review a proposed mass grading conditional use permit application for conformance to Santaquin City Code and consider approval.

Background

Mr. Steve Larsen of S and L Incorporated, is requesting a Conditional Use Permit for the mass grading associated with the proposed Grey Cliff's Residential Development. The mass grading is being completed to facilitate the development of the property. The proposed area is located North of East Side Park and East of the SR-198 and contains approximately 299 acres.

Analysis

Santaquin City Code §10.16.280: Gravel, Sand, Earth Extraction, and Mass Grading states that a plan be provided indicating how potential impacts may be reduced with the proposed mass grading project. Additionally, the site must be inspected by the City Engineer and the City Planner to verify conformance with the approved grading plan.

Below is a table indicating the requirement and the proposed action. Items in Blue text indicates additional information provided from previous Planning Commission meeting:

City Code Section Title 10 Ch. 16 sec 280	Requirement	Status
D.11 Nuisance Mitigation	Mitigate Dust, Noise, & Odors	Dust: Applicant proposes to use water to reduce dust by utilizing existing on-site private wells and city water connection and a water truck to keep dust down. Noise: Applicant indicated that operation will be only during city required hours. Odors: Applicant indicated that no odors are expected.
E: Bonding	Must provide a bond for the reclamation of the site	Bonding amount to be determined after final approval and provided prior to preconstruction meeting being held.

G: Marketing of Materials	Maintain a sales office on site and maintain a current Santaquin City	Prior to any outside sales of material a Santaquin City Business license must be obtained	
	Business License		
J: Minimum lot size	10 acre minimum	The overall property that is proposed to be included within the mass grading is approximately 299 acres.	
K: Setbacks	Front – 300 Feet	Any structure on the site must be	
	Rear – 50 Feet	placed outside of the required	
	Side – 50 Feet	setbacks	
L: Parking	One parking stall per site	Applicant has provided 10 parking	
5	employee	stalls for the site	
M: Fencing and Screening	Fenced according to current mine	Applicant has shown a berm along	
	safety requirements	the perimeter of property.	
	Site must be visually screened		
N: Hours of operation	7:00 am to 7:00 pm	Operations must be limited to 7:00 am to 7:00 pm	
O: Road Access	Must have direct access to a	Directly accessing SR-198. Proof	
	public road	of UDOT access approval must be	
	Fucus	provided.	
P: Road Maintenance	Must maintain haul routes to	Applicant has indicated that track	
	minimize dust	pads will be at all access points to	
	40' wide paved road prior to the entrance/exit	the site.	
R: Noise standards	Maintain safe decibel levels	Use of berm for site screening	
S: Blasting	No Blasting permitted		
T: Transportation vehicle	Load transport vehicles in a		
standards	manner to prevent material from		
	being discharged into the		
	roadway		
U: Lighting	Direct all lighting way from		
- 1 _ 18-1-1-18	neighboring properties		
V: Drainage	May not allow any storm water to	Applicant has shown a berm to	
	flow onto adjacent properties and	prevent storm water generated on	
	may not create stagnant ponds	the site from leaving the site.	
W: Excavation and	Mass grading to the finished	Any over excavation will be	
Backfill	elevation	backfilled using approved onsite	
	If backfill is necessary must be	materials	
	clean suitable material		
X: Vegetation	Site must be reclaimed with	Replace stockpiled topsoil and	
6	sufficient topsoil and seeding	place an approved seed mix	
		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	

Due to the size of the proposed mass grading permit, the applicant is required by The State of Utah to have Storm Water Pollution Prevention Plan (SWPPP) and proof of the approved plan submitted to the city prior beginning any mass grading work on the site.

Possible City Council Actions:

Possible City Council actions include:

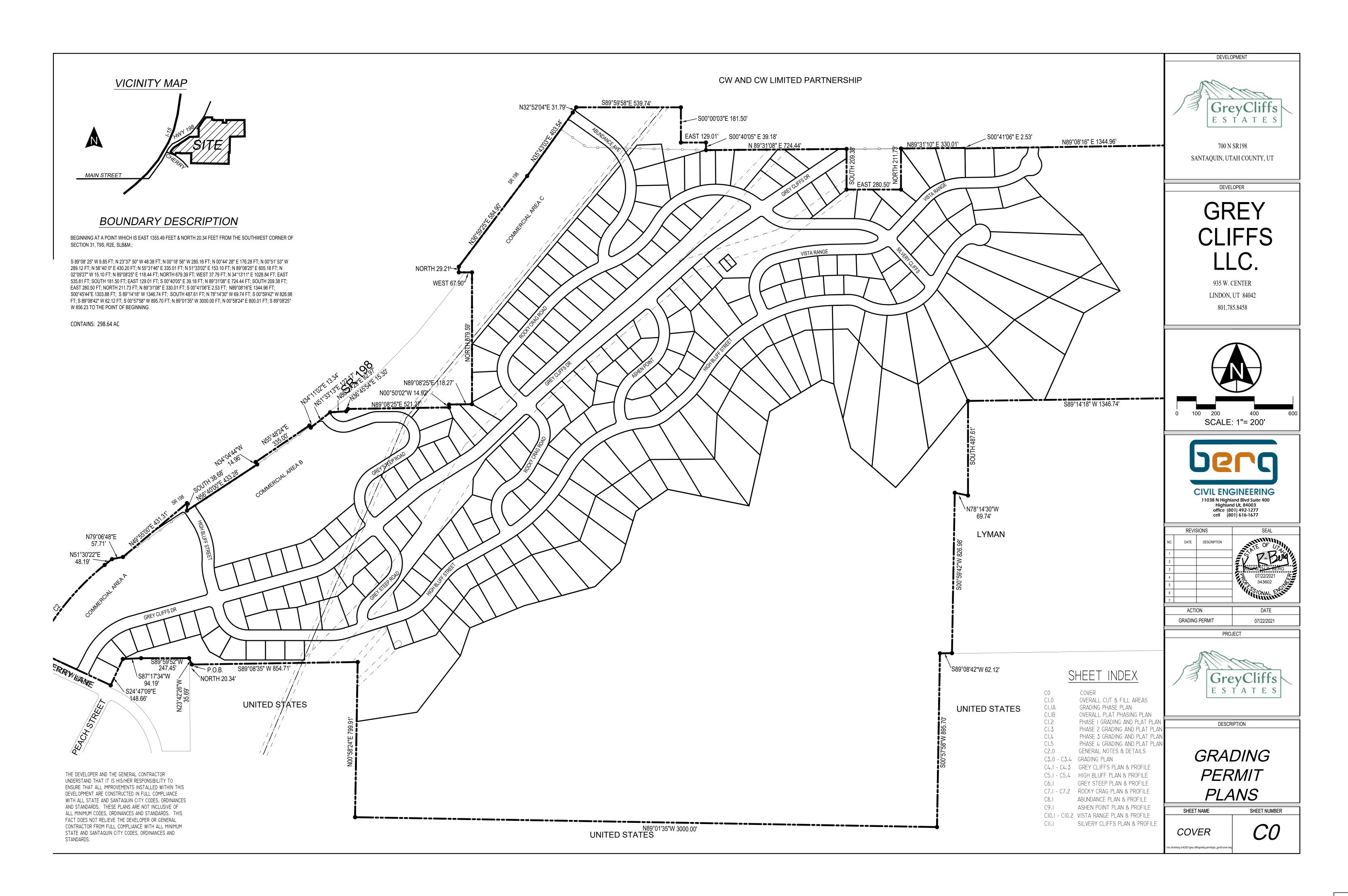
- 1. Approve the conditional use permit without additional conditions.
- 2. Approve the conditional use permit with conditions and findings.
- 3. Table the proposed Conditional use permit request with findings.

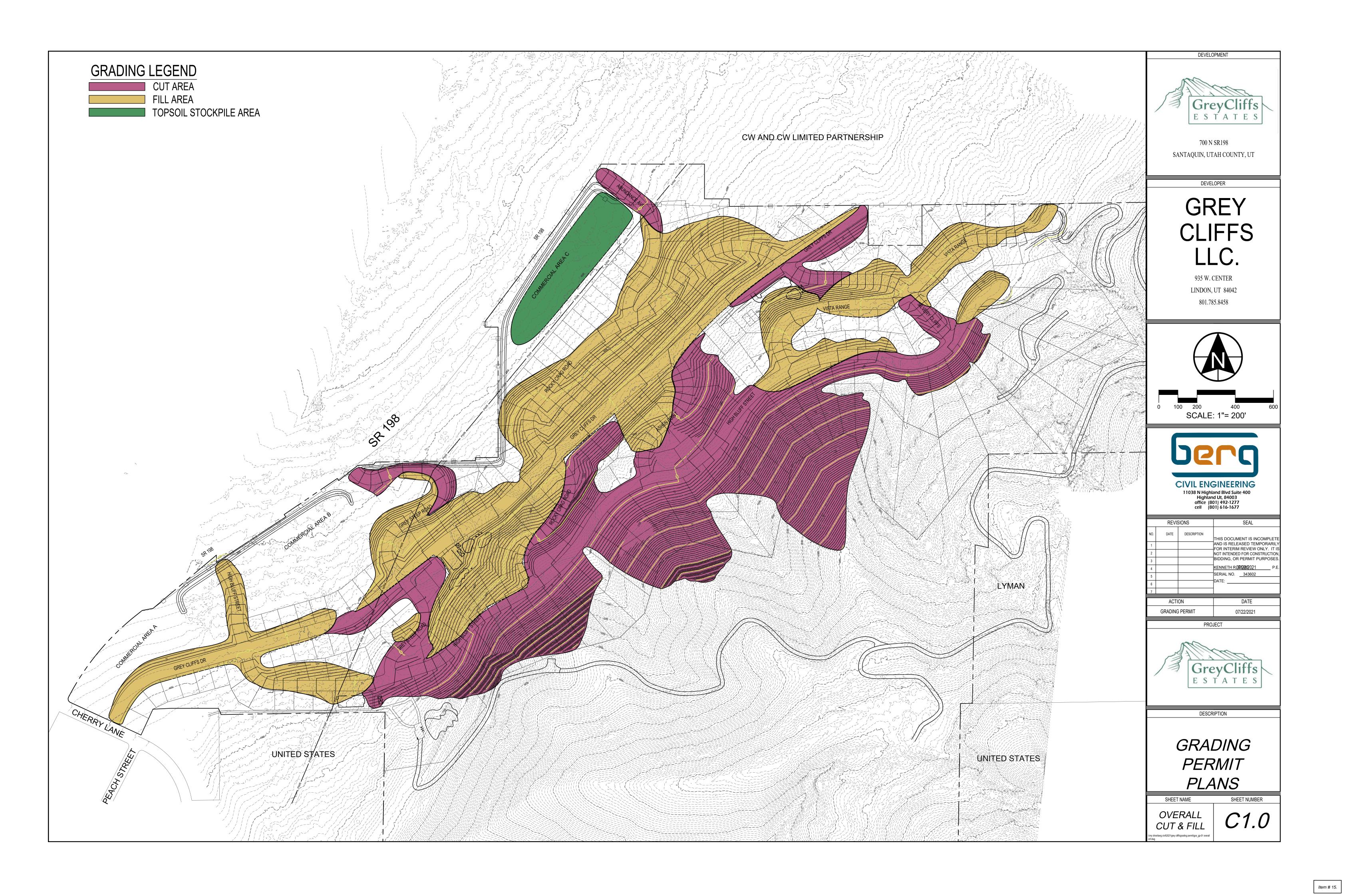
Staff Recommendation

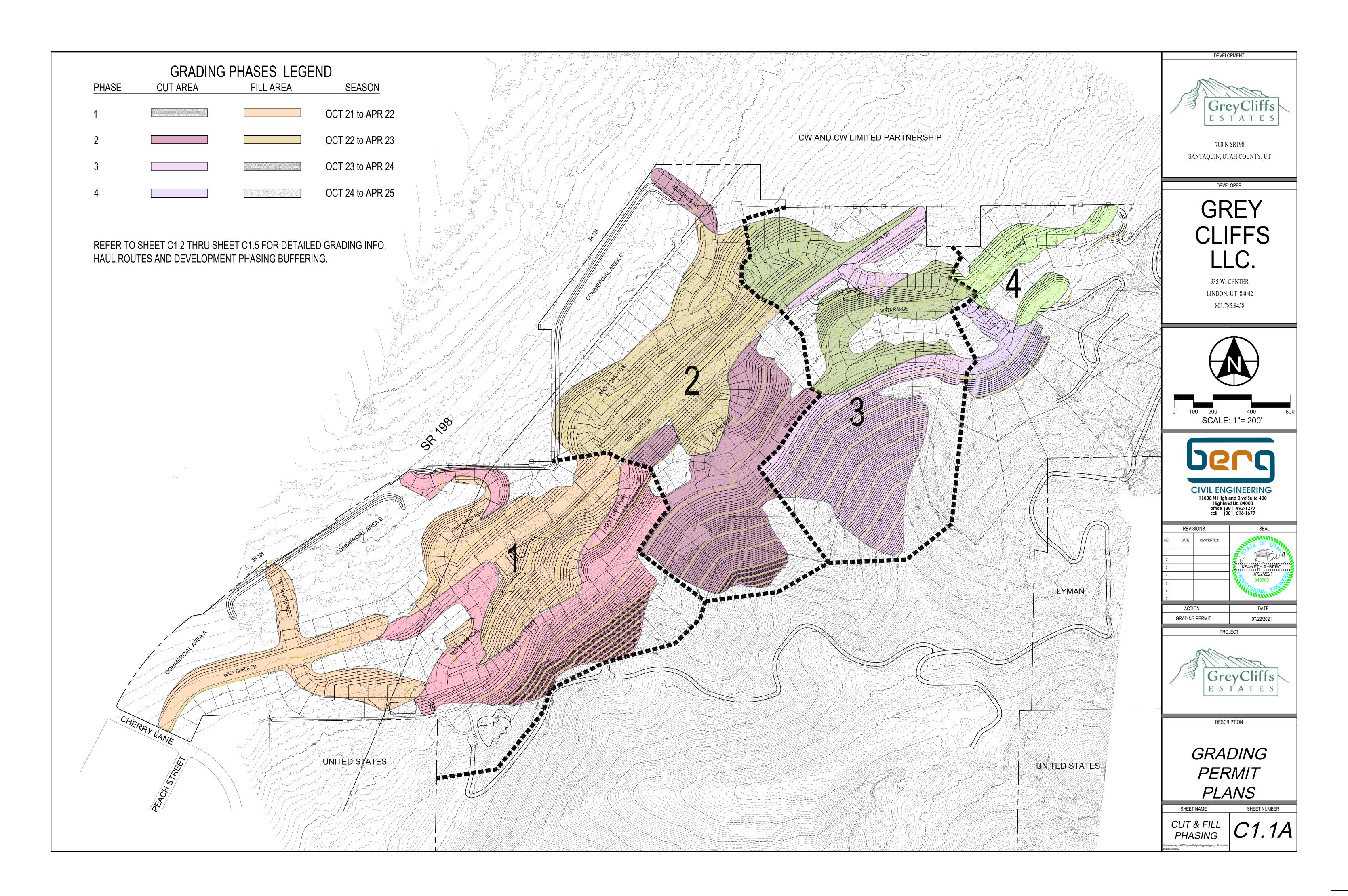
City staff recommends the Conditional Use Permit for the Grey Cliffs Mass Grading Operation be approved with the following conditions:

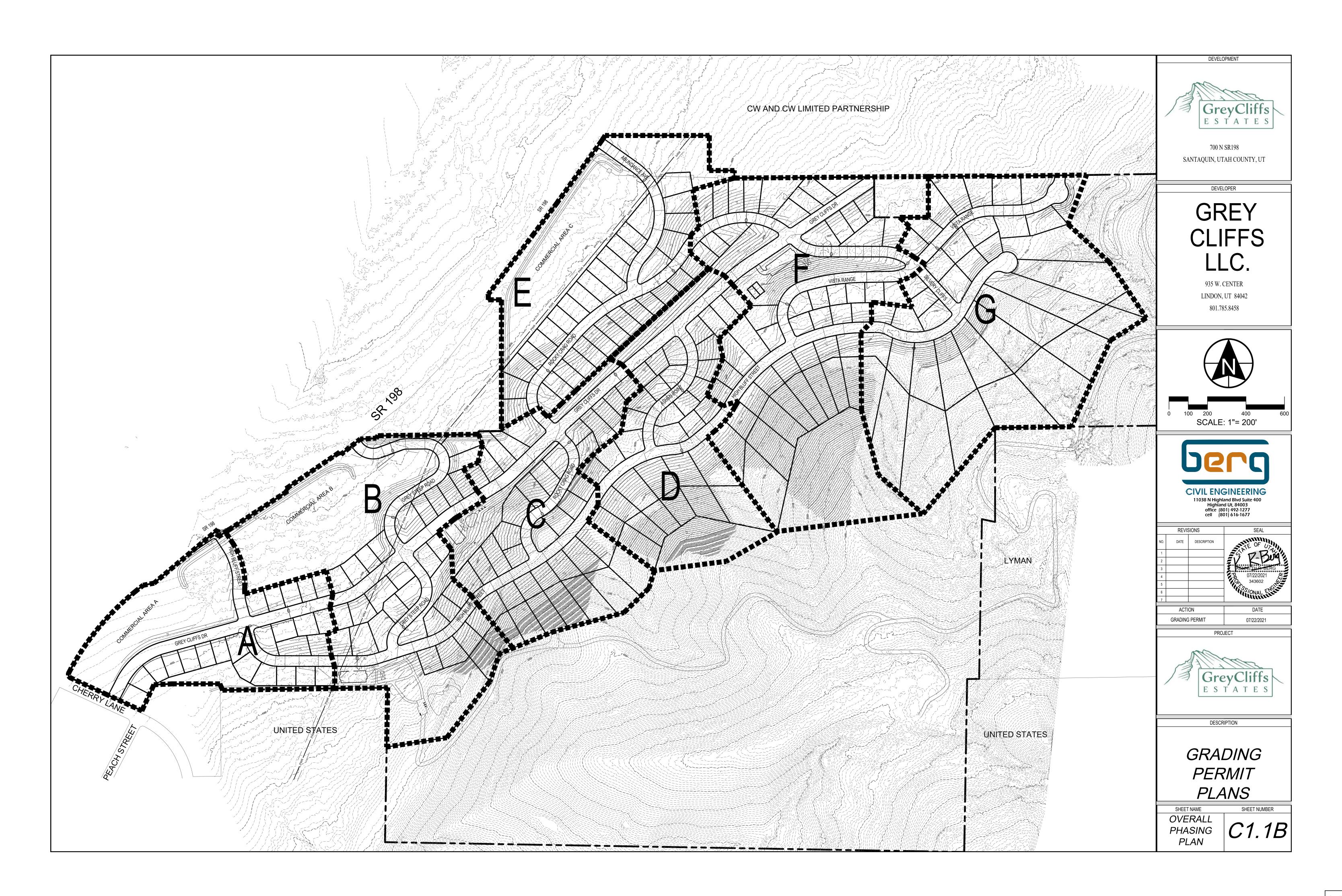
Conditions:

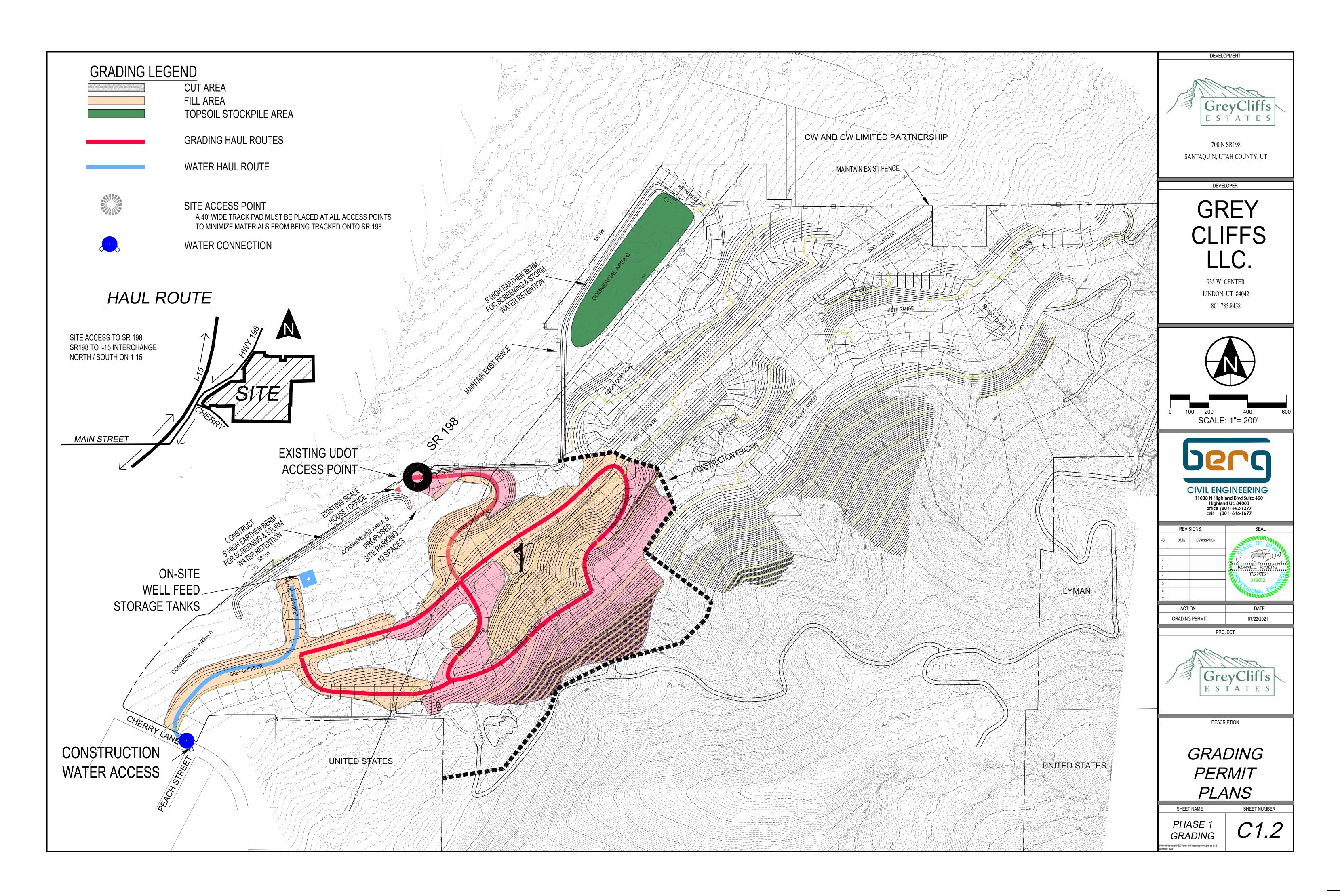
- 1. That all activities comply with Santaquin City regulations pertaining to mass grading operations as found in Title 10-6-28 of the Santaquin City Code.
- 2. Provide appropriate bonding for the site.
- 3. The applicant provides a water meter for the proposed connection to Santaquin City water and set up an account for appropriate billing.
- 4. Provide copies of UDOT approval for access to and from the site.

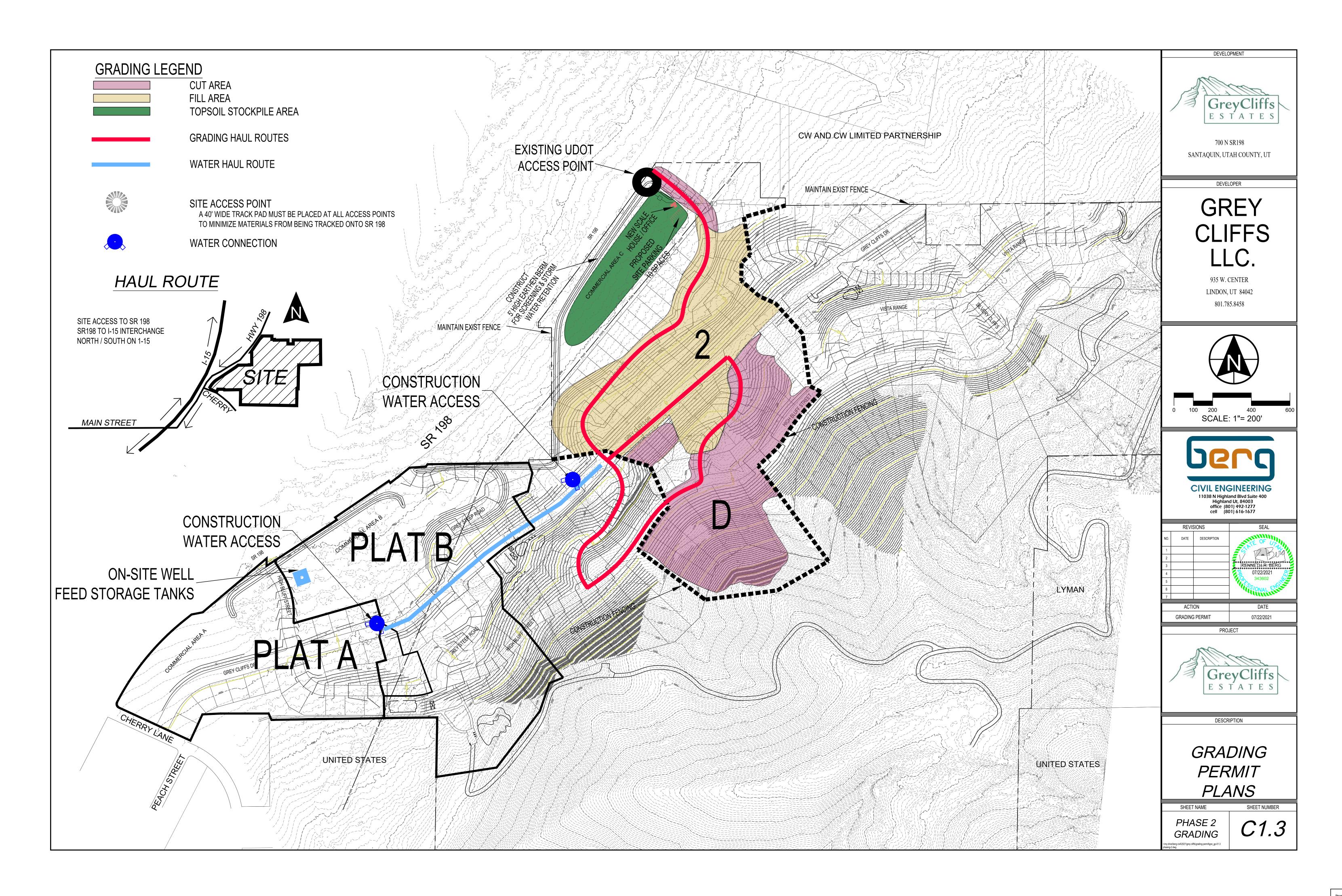


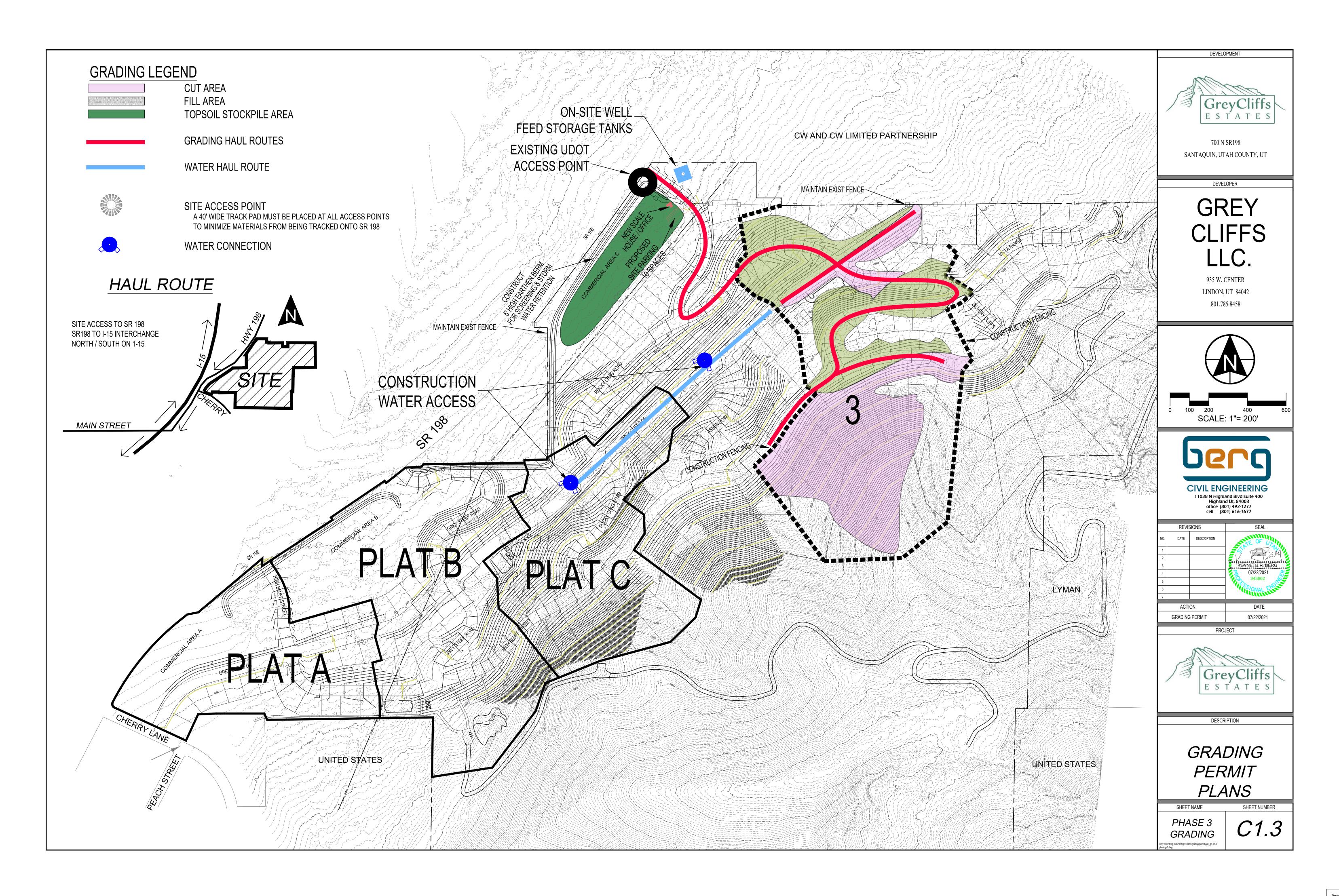


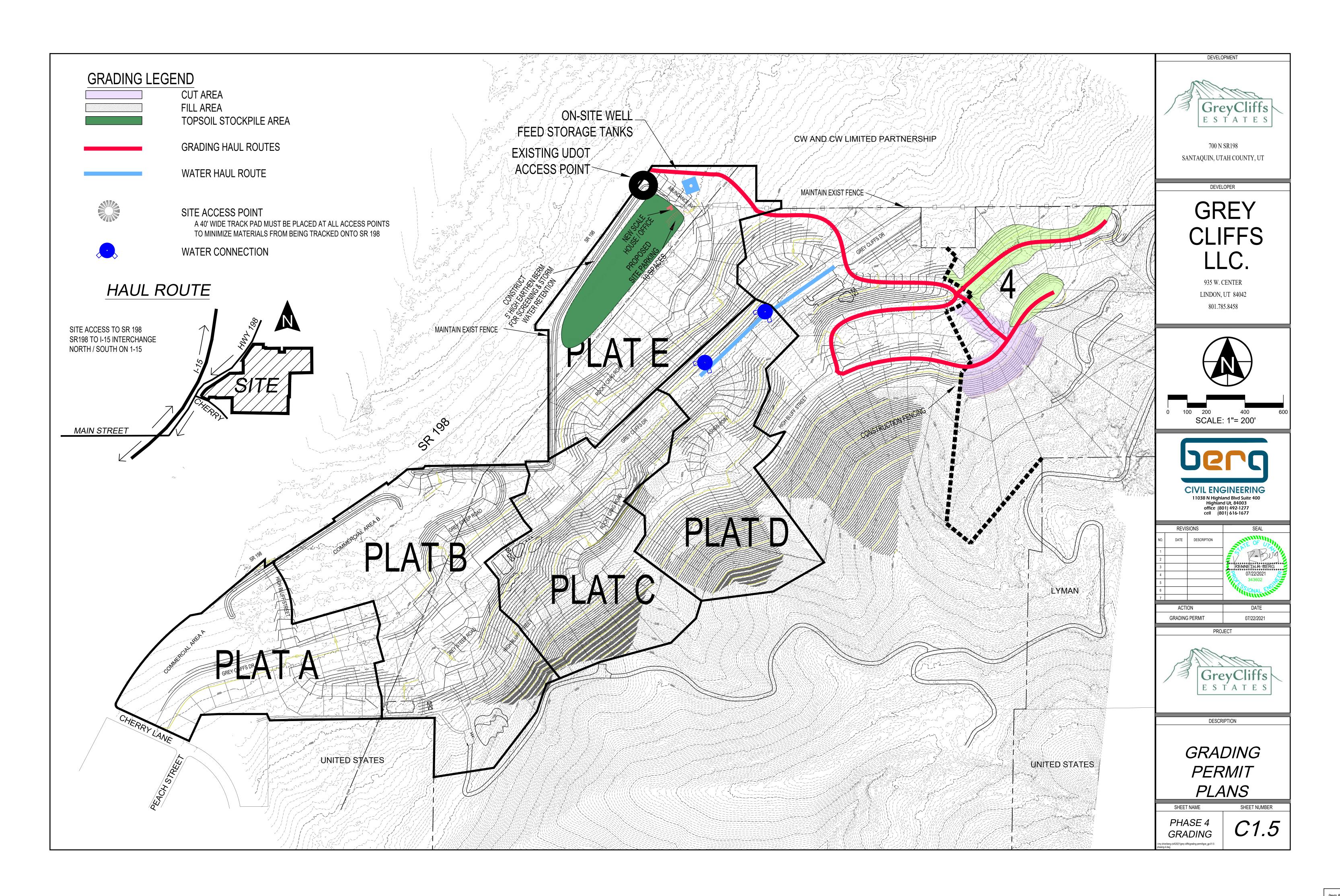












6.3 Fill Material

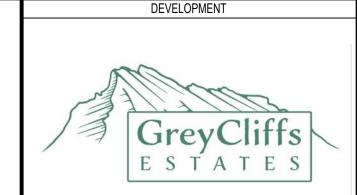
Following are our recommendations for the various fill types we anticipate will be used at this site:

FILL MATERIAL TYPE	DESCRIPTION RECOMMENDED SPECIFICATION		
Structural Fill	Placed below structures, flatwork and pavement. Well-graded sand/gravel mixture, with maximum particle size of 4 inches, a minimum 70% passing 3/4-inch sieve, a maximum 20% passing the No. 200 sieve, and a maximum Plasticity Index of 10.		
Site Grading Fill	Placed over larger areas to raise the site grade. Sandy to gravelly soil, with a maximum particle size of 6 inches, a minimum 70% passing 3/4-inch sieve, and a maximum 50% passing No. 200 sieve.		
Non-Structural Fill	Placed below non-structural areas, such as landscaping. On-site soils or imported soils, w maximum particle size of 8 inches, including silt/clay soils not containing excessive amound degradable/organic material (see discussion below).		
Placed to stabilize soft areas prior to placing structural fill and/or site Coarse angular gravels and cobbles 1 inch to 8 inches in size. May also use 2.0-inch gravel placed on stabilization fabric, such as Mirafi RS280i, or equal Section 6.6).			

6.4 Fill Placement and Compaction

The various types of compaction equipment available have their limitations as to the maximum lift thickness that can be compacted. For example, hand operated equipment is limited to lifts of about 4 inches and most "trench compactors" have a maximum, consistent compaction depth of about 6 inches. Large rollers, depending on soil and moisture conditions, can achieve compaction at 8 to 12 inches. The full thickness of each lift should be compacted to at least the following percentages of the maximum dry density as determined by ASTM D-1557 (or AASHTO⁷ T-180) in accordance with the following recommendations:

LOCATION	TOTAL FILL THICKNESS (FEET)	MINIMUM PERCENTAGE OF MAXIMUM DRY DENSITY
Beneath an area extending at least 4 feet beyond the perimeter of structures, and below flatwork and pavement (applies to structural fill and site grading fill) extending at least 2 feet beyond the perimeter	0 to 5 5 to 10	95 98
Site grading fill outside area defined above	0 to 5 5 to 10	92 95
Utility trenches within structural areas		96
Roadbase and subbase	-	96
Non-structural fill	0 to 5 5 to 10	90 92

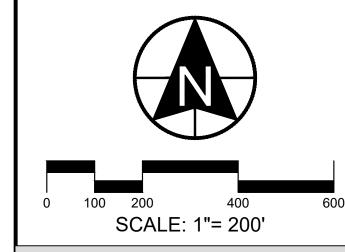


700 N SR198 SANTAQUIN, UTAH COUNTY, UT

GREY CLIFFS

DEVELOPER

935 W. CENTER LINDON, UT 84042 801.785.8458





Page 2

REVISIONS		IONS	SEAL
NO.	DATE	DESCRIPTION	TOF UNITED TO THE OF UN
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3			REMNETH R. BERG
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5			343602 343602
6			JONAL ENGL
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ACTION	DATE
GRADING PERMIT	07/22/2021

PROJECT



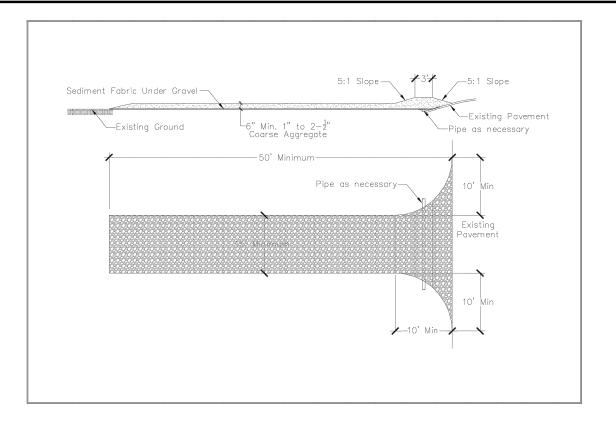
DESCRIPTION

GRADING **PERMIT PLANS**

SHEET NAME **GENERAL NOTES**

BMP: Stabilized Construction Entrance

SCE Construction



DESCRIPTION:

A stabilized pad of crushed stone located where construction traffic enters or leaves the site from or to paved surface.

APPLICATION:

At any point of ingress or egress at a construction site where adjacent traveled way is paved. Generally applies to sites over 2 acres unless special conditions exist.

INSTALLATION/APPLICATION CRITERIA:

- ♦ Clear and grub area and grade to provide maximum slope of 2%.
- ♦ Compact subgrade and place filter fabric if desired (recommended for entrances to remain for more than 3 months.
- ◆ Place coarse aggregate, 1 to 2-1/2 inches in size, to a minimum depth of 8 inches.

LIMITATIONS:

- Requires periodic top dressing with additional stones.
- ♦ Should be used in conjunction with street sweeping on adjacent public right-of-way.

MAINTENANCE:

- ♦ Inspect daily for loss of gravel or sediment buildup.
- ♦ Inspect adjacent roadway for sediment deposit and clean by sweeping or shoveling.
- Repair entrance and replace gravel as required to maintain control in good working condition.
- Expand stabilized area as required to accommodate traffic and prevent erosion at driveways.

TENGINEERING LABORATORIES

May 6, 2020

Mr. Steve Larsen South Valley Holdings, LLC 935 West Center Street Lindon, Utah 84042

Geotechnical Study Addendum Cut Slopes for Gray Cliffs Estates (Santaquin Heights) About 650 North State Road 198 Santaquin, Utah CMT Project No. 12330

Mr. Larsen:

As you requested and authorized, this letter presents our geotechnical recommendations for cut slope stability along the east side of the subject project. CMT previously provided a geotechnical report¹ and a geologic hazards report² for this site.

Proposed Construction

We understand the project consists of constructing single family residences and possibly some multi-family buildings, with associated streets and utilities throughout the site. In order for this construction to occur, significant cuts will be needed along the eastern side of the site, which are shown on the current plans as 1H:1V (Horizontal:Vertical) slopes extending as high as 250 feet or more. There are three major cuts currently shown on the east side of the site, which we discuss below in **Recommendations**.

Site Geology

The geology of the lower portion of the site was presented in the referenced geologic hazards report. The upper portion of the site where the proposed cuts are planned is mapped as "Megabreccia Deposits" (map unit QTmb) that are Pleistocene to Pliocene(?) in age, and unspecified bedrock/rock (map unit R), that is Tertiary to Precambrian in age. Unit QTmb is described as:

"Includes large bedrock blocks, rubble, and younger Quaternary landslide deposits too small to map separately; bedrock blocks are comprised largely of Paleozoic quartzite, dolomite, and limestone on the northwest margin of Dry Mountain, east of Santaquin; mapped by Demars (1956), Hintze (1962), and Witkind and Weiss (1991) as highly faulted and deformed bedrock, but a prominent arcuate main scarp lies to the east of the deposit, which has a more subdued upper surface than surrounding bedrock and lies in an amphitheater at least 150 feet (45 meters) below the scarp; displacement of the deposit is thought to have started in the late Tertiary (possibly Pliocene) and continued intermittently during the

¹ "Geotechnical Engineering Study, Santaquin Heights Development, About 650 North State Road 198, Santaquin, Utah" CMT Project No. 12330, November 1, 2019.

² "Geologic Hazards Investigation, Santaquin Heights, Approximately 650 North State Road 198, Santaquin, Utah" CMT Project No. 12330, August 29, 2019.

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Geotechnical Study Addendum Cut Slopes for Gray Cliffs Estates (Santaquin Heights) Santaquin, Utah CMT Project No. 12330

Pleistocene as movement along the Wasatch fault zone uplifted the range front relative to the valleys. Thickness as much as 200 feet (60 m)."

The unspecified bedrock materials are described as:

"Hintze (1962) and Witkind and Weiss (1991) compiled geologic maps of the region that include the Santaquin quadrangle at respective scales of 1:125,000 and 1:100,000, providing valuable overviews of regional geology, although many questions remain regarding stratigraphic relationships and geologic structure. According to these maps, ... Precambrian rocks are most common at the base of the western side of Dry Mountain."

The majority of the three proposed cuts will be in the QTmb materials, which essentially is comprised of large blocks of bedrock within older landslide deposits.

Slope Recommendations

Given the anticipated materials at the site, we recommend that the slopes be cut at approximately 0.7H:1V (Horizontal:Vertical) with a 7.5-foot wide bench at every 25 feet height, which provides an overall 1H:1V slope. There is a possibility that flatter slopes may be needed in some areas to provide adequate stability, thus we highly recommend that CMT observe these cuts (or even preliminary cutting) during construction to verify the cut slopes will be appropriate or if some areas need to be cut at a flatter slope angle. The remaining recommendations in the referenced report appear appropriate and should be followed.

This letter is considered an addendum to our referenced geotechnical report and subject to the same conditions and limitations presented therein. If you have any questions, please call.

CMT Engineering Laboratories

William G. Turner, P.E. Senior Geotechnical Engineer

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