



CITY COUNCIL REGULAR MEETING

Tuesday, June 04, 2024, at 7:00 PM
Council Chambers at City Hall Building and Online
110 S. Center Street, Santaquin, UT 84655

MEETINGS HELD IN PERSON & ONLINE

The public is invited to participate as outlined below:

- **In Person** – The meeting will be held in the Council Chambers on the Main Floor in the City Hall Building
 - **YouTube Live** – Some public meetings will be shown live on the Santaquin City YouTube Channel, which can be found at <https://bit.ly/2P7ICfQ> or by searching for Santaquin City Channel on YouTube.
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ADA NOTICE

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

AGENDA

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION / INSPIRATIONAL THOUGHT

DECLARATION OF POTENTIAL CONFLICTS OF INTEREST

CONSENT AGENDA (MINUTES, BILLS, ITEMS)

Minutes

- [1.](#) 05-22-2024 City Council Work Session Minutes
- [2.](#) 05-22-2024 City Council Regular Meeting Minutes

Bills

- [3.](#) 5/18/2024 to 5/31/2024 in the amount of \$1,305,537.90.

PUBLIC FORUM & RECOGNITIONS

Recognitions

4. Business Spotlight - Santaquin Barbershop

Public Forum

5. Chamber of Commerce Report

BUILDING PERMIT & BUSINESS LICENSE REPORT

NEW BUSINESS

Discussion & Possible Action

6. Discussion & Possible Action - Mulberry Annexation

Resolutions

7. Resolution 06-01-2024 - Santaquin City "Pick Up" of URS Public Safety Retirement Contributions

CONVENE OF THE SANTAQUIN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

8. Resolution 06-01-2024 CDA - Approval of Addendum #4 to the Santaquin Peaks, LLC Real Estate Purchase Agreement

9. Resolution 06-02-2024 CDA - Assignment of Santaquin Peaks LLC Purchase Agreement

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

REPORTS BY MAYOR AND COUNCIL MEMBERS

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


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

ADJOURNMENT

CERTIFICATE OF MAILING/POSTING

The undersigned duly appointed City Recorder for the municipality of Santaquin City hereby certifies that a copy of the foregoing Notice and Agenda may be found at www.santaquin.org, in three physical locations (Santaquin City Hall, Zions Bank, Santaquin Post Office), and on the State of Utah's Public Notice Website, <https://www.utah.gov/pmn/index.html>. A copy of the notice may also be requested by calling (801)754-1904.

BY:



Amalie R. Ottley, City Recorder



CITY COUNCIL WORK SESSION MEETING

Tuesday, May 22, 2024, at 5:30 PM
Court Room/Council Chambers (2nd floor) and Online

MINUTES

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

ROLL CALL

Councilors present included Art Adcock, Brian Del Rosario, Travis Keel, Lynn Mecham, and Jeff Siddoway.

Others present included City Manager Norm Beagley, Assistant City Manager Jason Bond, Recorder Amalie Ottley, Community Services Director John Bradley, and Finance Director Shannon Hoffman.

No other members of the public attended the meeting.

PLEDGE OF ALLEGIANCE

Councilor Keel led the Pledge of Allegiance.

INVOCATION/INSPIRATIONAL THOUGHT

Councilor Adcock offered an invocation.

DISCUSSION ITEMS

1. Water Situation Report

Manager Beagley showed graphs representing the water levels coming down from Santaquin Canyon this year. He indicated that there is no more snow at the Snotel site but there is at higher levels in the canyon. Manager Beagley went over the levels of runoff water coming down as well.

2. Upcoming Agenda Items

Manager Beagley, Mayor Olson, and City Council members went over items on the upcoming City Council Regular Meeting agenda. Manager Beagley addressed the Public Hearings that are required in the budget adoption process. He went over the new changes in SB 91 that addresses executive municipal officer wage increases clarifying that any wage increase for executive municipal officers is treated the same as any other employee regarding COLA or merit increases. (See attached memo.) Council members commented on the redundancy of the changes to the legislation to wage increases already established in the annual budget. Councilor Adcock asked that consideration be taken for an American Disabilities Act (ADA) entrance at the museum in the Recreation, Arts, & Parks (RAP) Tax Funds allocation (Item #15.) Director Bradley discussed with the council where the additional \$6,000 may be adjusted in the RAP Tax allocations. Council members discussed the third extension on the Santaquin Peaks, LLC Real Estate Purchase Agreement indicating that either an extension needs to be offered long enough so that action by the parties can be taken and progress can be made or the consider ending the contract as extensions have been offered multiple times without results. The Mayor and Manager Beagley both expressed their confidence in the parties involved in the purchase

agreement and the project moving forward. Councilor Del Rosario made some minor changes to a set of meeting minutes. Recorder Ottley confirmed the changes will be made before the next meeting.

ADJOURNMENT

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

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

Motion passed unanimously. The meeting was adjourned at 6:15 p.m.

ATTEST:

Daniel M. Olson, Mayor

Amalie R. Ottley, City Recorder



MEMORANDUM

May 22, 2024

To: Santaquin City Mayor and City Council

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

RE: **Compliance with Senate Bill (SB) 91**

Mayor and Council Members,

As you are aware, during the 2024 Utah Legislative Session, the State Legislature passed Senate Bill 91 (SB91). One part of SB91 reads; “Before a governing body may adopt a final budget or a final amended budget that includes a “compensation increase” for an executive municipal officer, the governing body shall:”

- (i) “hold a public hearing on the compensation increase”

Therefore, we have properly noticed and are holding the required public hearing this evening during City Council Meeting.

Per Santaquin City’s Employee Handbook, as adopted by resolution (& most recently amended December 19th, 2023 by Resolution 12-03-2023), all employees, including Elected Officials and “Executive Municipal Officers” as defined in SB91, are eligible for a salary increase for both Cost of Living Adjustments (COLA) and merit increases where and when applicable and as adequately budgeted for. (See Santaquin City Employee Handbook, Sections 2.3 “Performance Evaluations”, Part B and 3.1 “Compensation”, Subsection C, 2 “Cost of Living Adjustments (COLA)”.

At present, the tentative budget that was approved several weeks ago includes a COLA increase for **all** employees of **5%** starting in January 2025. Also, at present, included in the tentative budget, is a possible **1%** merit increase for all employees. Therefore, the total possible increase for all employees is up to 6% during the FY 2024-2025 budget.

Per employment contracts for all of our Executive Municipal Officers, each of them is treated the same as any other employee with regard to any offered COLA and possible merit increases. Therefore, that is what has been budgeted for in the FY 2024-2025 Santaquin City budget.

I am happy to answer any questions you may have regarding this agenda item during the properly noticed public hearing.

No Council Action is Required at this time



REGULAR CITY COUNCIL MEETING
Tuesday, May 22, 2024 at 7:00 p.m.
Council Chambers at City Hall and Online

MINUTES

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

ROLL CALL

Councilors present included Councilors Adcock, Del Rosario, Keel, Mecham, Siddoway.

Others present included City Manager Norm Beagley, Assistant City Manager Jason Bond, Recorder Amalie Ottley, Finance Director Shannon Hoffman, Community Services Director John Bradley, Legal Counsel Brett Rich, Karl Teemant, Scott Wadsworth, Steve Potter, BreAnna Nixon, and David Hathaway.

Other various members of the public attended the meeting.

PLEDGE OF ALLEGIANCE

Councilor Keel led the Pledge of Allegiance.

INVOCATION/INSPIRATIONAL THOUGHT

Karl Teemant offered an invocation.

DECLARATION OF POTENTIAL CONFLICTS OF INTEREST

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

CONSENT AGENDA

1. 04-23-2024 City Council Budget Review Meeting Minutes
2. 04-30-2024 City Council Work Session Minutes
3. 04-30-2024 Regular City Council Meeting Minutes
4. 05-07-2024 City Council Work Session Minutes
5. 05-07-2024 Regular City Council Meeting Minutes Bills
6. City Expenditures from 04/27/2024 to 05/17/2024 in the amount of \$1,329,923.96.

Councilor Keel made a motion to approve the Consent Agenda items 1 through 6. Councilor Adcock seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed unanimously.

RECOGNITIONS

7. Volunteers of the Month - Karl Teemant & Scott Wadsworth

Community Services Director John Bradley recognized the May Volunteers of the Month Karl Teemant and Scott Wadsworth by reading the following statement.

“Karl Teemant has been a member of the Santaquin Trail Committee since the beginning of Prospector View Park in 2022. He has been instrumental in marking new trails and developing trail vision. He has donated hundreds of hours of work. Karl is the Community Services Director in Payson and as busy as he is, always finds time to volunteer as a resident of Santaquin. Karl and his children have been active participants with the Nebo Goats Mountain Biking Club and are part of the Payson team.

Karl’s youth was spent in Portsmouth, Virginia. He graduated from BYU in Recreation Administration and moved to Santaquin in 2000. He is married to his sweetheart, Jennifer, and they have 2 children at home. In his spare time, Karl enjoys hiking, mountain biking, and boating. When asked why he spends time working on the trail he stated, “I enjoy seeing the benefit the park is to the community with the added health and wellness it provides for those who use it.”

“Scott Wadsworth has also been a member of the Santaquin Trail Committee since the beginning of Prospector View Park in 2022. He has worked with Karl marking many of our new trails and has likewise donated hundreds of hours of work. Scott owns a hydro seed company and has donated grass seed and flower seeds along the Prospector View Trailhead parking lot and trail areas. He provided his own side by side to assist with placement of signage on the East Bench leading into Prospector View Park.

Scott was raised in Mapleton, Utah, and he graduated from UVU in Business. His hydro seed company has been in business since 2002 and they focus on seeding and erosion control. Scott and his wonderful family have lived in Santaquin for the past 18 years. In his free time, Scott enjoys mountain biking, snowmobiling, camping, and dirt biking.

“I like to see the progression of the trail as we work on it,” Scott stated when asked why he volunteers for this project. “It is exciting to see all the volunteers work together to make it happen and it is nice to see people use the new trails to better their lives.”

Thank you, Scott and Karl, for your work on Prospector View Park. Your volunteer spirit is a great example to our community and your contributions have been invaluable.

PUBLIC FORUM

No members of the public wished to address the City Council in the Public Forum.

FORMAL PUBLIC HEARING

8. Public Hearing: FY 2023-2024 Budget Amendment #3

Councilor Mecham made a motion to enter into a Public Hearing to address FY 2023-2024 Budget Amendment #3. Councilor Siddoway seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes

Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed unanimously.

The Public Hearing began at 7:12 p.m.

No members of the public wished to address the council in the Public Hearing.

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

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed unanimously.

The Public Hearing ended at 7:12 p.m.

FORMAL PUBLIC HEARING

9. Public Hearing: Santaquin City FY 2024-2025 Budget and Transfers Therein

Councilor Siddoway made a motion to enter into a Public Hearing to address the FY 2024-2025 Budget and Transfers Therein. Councilor Mecham seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed unanimously.

The Public Hearing began at 7:13 p.m.

No members of the public wished to address the council in the Public Hearing.

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

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed unanimously.

The Public Hearing ended at 7:14 p.m.

FORMAL PUBLIC HEARING

10. Public Hearing: Possible Compensation Increase for Executive Municipal Officers

Councilor Mecham made a motion to enter into a Public Hearing to address possible compensation increase for Executive Municipal Officers. Councilor Siddoway seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed unanimously.

The Public Hearing began at 7:15 p.m.

No members of the public wished to address the council in the Public Hearing.

Mayor Olson and the Council expressed their frustration with the recent bill (SB 91) that was passed in legislation regarding possible compensation increases for executive municipal officers.

Manager Beagley read the following memo in the public hearing. (See attached.)

“Mayor and Council Members,

As you are aware, during the 2024 Utah Legislative Session, the State Legislature passed Senate Bill 91 (SB91). One part of SB91 reads; “Before a governing body may adopt a final budget or a final amended budget that includes a “compensation increase” for an executive municipal officer, the governing body shall:”

(i) “hold a public hearing on the compensation increase”

Therefore, we have properly noticed and are holding the required public hearing this evening during City Council Meeting.

Per Santaquin City’s Employee Handbook, as adopted by resolution (& most recently amended December 19th, 2023 by Resolution 12-03-2023), all employees, including Elected Officials and “Executive Municipal Officers” as defined in SB91, are eligible for a salary increase for both Cost of Living Adjustments (COLA) and merit increases where and when applicable and as adequately budgeted for. (See Santaquin City Employee Handbook, Sections 2.3 “Performance Evaluations”, Part B and 3.1 “Compensation”, Subsection C, 2 “Cost of Living Adjustments (COLA)”.

*At present, the tentative budget that was approved several weeks ago includes a COLA increase for **all** employees of **5%** starting in January 2025. Also, at present, included in the tentative budget, is a*

possible 1% merit increase for all employees. Therefore, the total possible increase for all employees is up to 6% during the FY 2024-2025 budget.

Per employment contracts for all of our Executive Municipal Officers, each of them is treated the same as any other employee with regard to any offered COLA and possible merit increases. Therefore, that is what has been budgeted for in the FY 2024-2025 Santaquin City budget.

I am happy to answer any questions you may have regarding this agenda item during the properly noticed public hearing.

No Council Action is Required at this time.”

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

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed unanimously.

The Public Hearing ended at 7:19 p.m.

NEW BUSINESS

11. Resolution 05-04-2024 - Adoption of Public Safety Impact Fees

Manager Beagley presented Resolution 05-04-2024 that updates the fee schedule which includes the adoption of Public Safety Impact fees that were approved earlier in the year.

Councilor Del Rosario made a motion to approve Resolution 05-04-2024 - Adoption of Public Safety Impact Fees. Councilor Siddoway seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed unanimously.

12. Resolution 05-05-2024 - Approval of \$200,000 Utah Outdoor Recreation Grant Funding Agreement

Mayor Olson presented Resolution 05-05-2024 Approval of a \$200,000 Utah Outdoor Recreation Grant Funding Agreement with the State of Utah, Governor’s Office of Economic Opportunity. Mayor Olson commended Director Bradley’s work in applying for and receiving grants such as this.

Councilor Keel made a motion to approve Resolution 05-05-2024 – Approval of \$200,000 Utah Outdoor Recreation Grant Funding Agreement. Councilor Mecham seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed unanimously.

13. Resolution 05-06-2024 - Approval of FY 2023-2024 Budget Amendment #3

Manager Beagley presented Resolution 05-06-2024 Approval of FY 2023-2024 Budget Amendment #3 which in turn allows for the purchase of real property to be used as a cemetery as proposed in Resolution 05-07-2024. Council members discussed the replenishment of the “Rainy Day” fund in budget fiscal year 2024-2025.

Councilor Keel made a motion to approve Resolution 05-06-2024 - Approval of FY 2023-2024 Budget Amendment #3. Councilor Adcock seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed unanimously.

14. Resolution 05-07-2024 – Approval of Real Property Purchase Agreement Discussion & Possible Action

Manager Beagley presented Resolution 05-04-2024 the approval of a Real Property Purchase Agreement as discussed. Council members confirmed with staff that the annexation of the property into Santaquin City would take place upon purchase. Mayor Olson also indicated that the purchase of the property comes with the water shares.

Councilor Del Rosario made a motion to approve Resolution 05-07-2024 – Approval of Real Property Purchase Agreement. Councilor Siddoway seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed unanimously.

15. Discussion & Possible Action - Recreation, Arts, & Parks (RAP) Tax Funds Allocation

Mayor Olson presented the recommendation of the Recreation, Arts, & Parks (RAP) Tax committee to allocate funds to recreational needs in the community. \$6,000 was added to the budget at the request of Councilor Adcock in order to build an American Disabilities Act (ADA) entrance/exit at the Chieftain

Museum. Director Bradley discussed specific projects and places that the RAP Tax funds will be allocated to in the coming year which will include the additional \$6,000 to the overall RAP Tax budget. (See attached.)

Councilor Adcock made a motion to approve the allocation of RAP Tax Funds with the addition of the previously mentioned \$6,000 to the recommended projects. Councilor Mecham seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed unanimously.

CONVENE OF THE SANTAQUIN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

Councilor Siddoway made a motion to enter into a Community Development and Renewal Agency (CDRA) Board Meeting. Councilor Mecham seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed unanimously.

The CDRA Meeting began at 7:46 p.m.

FORMAL PUBLIC HEARING

16. Public Hearing: Community Development & Renewal Agency FY 2024-2025 Budget and Transfers Therein Resolutions

Board Member Keel made a motion to enter into a Public Hearing to address the CDRA FY2024-2025 and Transfers Therein. Board Member Mecham seconded the motion.

Board Member Adcock	Yes
Board Member Del Rosario	Yes
Board Member Keel	Yes
Board Member Mecham	Yes
Board Member Siddoway	Yes

The motion passed unanimously.

The Public Hearing began at 7:47 p.m.

No members of the public wished to address the CDRA Board in the Public Hearing.

Board Member Mecham made a motion to end the public hearing. Board Member Del Rosario seconded the motion.

Board Member Adcock	Yes
Board Member Del Rosario	Yes
Board Member Keel	Yes
Board Member Mecham	Yes
Board Member Siddoway	Yes

The motion passed unanimously.

The Public Hearing ended at 7:49 p.m.

17. Resolution 05-02-2024 CDA - Approval of Addendum #3 to the Santaquin Peaks, LLC Real Estate Purchase Agreement

Mayor Olson discussed addendum #3 to the Santaquin Peaks, LLC Real Estate Purchase Agreement which would extend the agreement another 15 days.

Board Member Mecham made a motion to approve Resolution 05-02-2024 CDA - Approval of Addendum #3 to the Santaquin Peaks, LLC Real Estate Purchase Agreement. Board Member Adcock seconded the motion.

Board Member Adcock	Yes
Board Member Del Rosario	Yes
Board Member Keel	Yes
Board Member Mecham	Yes
Board Member Siddoway	Yes

The motion passed unanimously.

Board Member Keel made a motion to end the CDRA Board Meeting and reconvene the Regular City Council Meeting. Board Member Siddoway seconded the motion.

Board Member Adcock	Yes
Board Member Del Rosario	Yes
Board Member Keel	Yes
Board Member Mecham	Yes
Board Member Siddoway	Yes

The motion passed unanimously.

The CDRA meeting ended, and the Regular City Council Meeting reconvened at 7:51 p.m.

CONVENE OF THE SANTAQUIN LOCAL BUILDING AUTHORITY

Councilor Siddoway made a motion to enter into a Santaquin Local Building Authority (LBA) Board Meeting. Councilor Mecham seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed unanimously.

The LBA meeting began at 7:52 p.m.

FORMAL PUBLIC HEARING

18. Public Hearing: Local Building Authority FY 2024-2025 Budget and Transfers Therein

Board Member Adcock made a motion to enter into a Public Hearing to address the LBA FY2024-2025 and Transfers Therein. Board Member Mecham seconded the motion.

Board Member Adcock	Yes
Board Member Del Rosario	Yes
Board Member Keel	Yes
Board Member Mecham	Yes
Board Member Siddoway	Yes

The motion passed unanimously.

The Public Hearing began at 7:52 p.m.

No members of the public wished to address the LBA Board in the Public Hearing.

Board Member Keel made a motion to end the public hearing. Board Member Mecham seconded the motion.

Board Member Adcock	Yes
Board Member Del Rosario	Yes
Board Member Keel	Yes
Board Member Mecham	Yes
Board Member Siddoway	Yes

The motion passed unanimously.

The Public Hearing ended at 7:55 p.m.

Board Member Del Rosario made a motion to end the LBA Board Meeting and reconvene the Regular City Council Meeting. Board Member Mecham seconded the motion.

Board Member Adcock	Yes
Board Member Del Rosario	Yes

Board Member Keel Yes
Board Member Mecham Yes
Board Member Siddoway Yes

The motion passed unanimously.

The LBA meeting ended, and the Regular City Council Meeting reconvened at 7:55 p.m.

CONVENE OF THE SANTAQUIN SPECIAL SERVICE (WATER) DISTRICT

Councilor Del Rosario made a motion to enter into a Santaquin Special Service/Water District (SWD) Board Meeting. Councilor Mecham seconded the motion.

Councilor Adcock Yes
Councilor Del Rosario Yes
Councilor Keel Yes
Councilor Mecham Yes
Councilor Siddoway Yes

The motion passed unanimously.

The SWD meeting began at 7:55 p.m.

FORMAL PUBLIC HEARING

19. Public Hearing: Special Service District (Water) FY 2024-2025 Budget and Transfers Therein

Board Member Mecham made a motion to enter into a Public Hearing to address the SWD FY2024-2025 and Transfers Therein. Board Member Siddoway seconded the motion.

Board Member Adcock Yes
Board Member Del Rosario Yes
Board Member Keel Yes
Board Member Mecham Yes
Board Member Siddoway Yes

The motion passed unanimously.

The Public Hearing began at 7:56 p.m.

No members of the public wished to address the SWD Board in the Public Hearing.

Board Member Keel made a motion to end the public hearing. Board Member Siddoway seconded the motion.

Board Member Adcock Yes
Board Member Del Rosario Yes
Board Member Keel Yes
Board Member Mecham Yes

Board Member Siddoway Yes

The motion passed unanimously.

The Public Hearing ended at 7:56 p.m.

Board Member Del Rosario made a motion to end the SWD Board Meeting and reconvene the Regular City Council Meeting. Board Member Mecham seconded the motion.

Board Member Adcock Yes
Board Member Del Rosario Yes
Board Member Keel Yes
Board Member Mecham Yes
Board Member Siddoway Yes

The motion passed unanimously.

The SWD meeting ended, and the Regular City Council Meeting reconvened at 7:57 p.m.

REPORTS BY STAFF, COUNCIL MEMBERS, AND MAYOR OLSON

Assistant Manager Bond spoke about the recent staff flower planting project on Main Street. He also went over items on upcoming DRC and Planning Commission meetings.

Manager Beagley updated council members on the progress of the Main Street project. He encouraged council members and residents to support the businesses on Main Street that are affected by the construction. He also encouraged members of the community to attend the upcoming Memorial Day breakfast and program at the cemetery.

Councilor Del Rosario reiterated Manager Beagley’s encouragement to support local businesses, especially on Main Street during the construction season. He discussed the Payson Santaquin Area Chamber of Commerce’s Passport to Summer event and urged everyone to participate. He recognized Pioneer Press for putting the passport pamphlets together.

Councilor Adcock discussed Mt. Nebo Water and South Utah Valley Municipal Water Association (SUVMWA) meetings that he attended. He also discussed a recent Emergency HAM Radio meeting, adding that they are working to improve communications for Shelter-in-Place events. Councilor Adcock expressed concerns that he has received from residents regarding properties owned by developers that remain vacant and have accumulated waste building materials. Manager Beagley indicated that the City is willing to reach out to developers regarding their private property if it is deemed to be a safety concern for residents. Councilor Adcock also expressed concern about the unsightliness of homes near the cemetery. Councilor Adcock voiced his frustration that the Emergency Operations Center (EOC) room at the City Hall building is not more accessible to city council members. Councilor Adcock updated council members on upcoming Senior, American Legion, and Chamber of Commerce events. Councilor Adcock urged members of the community to support Main Street businesses as construction continues. He also asked future council members and city staff members to consider restricting the new cemetery to flat headstones only so that the Public Works department can maintain the cemetery easier. He

inquired about the sewer and power at the new Santaquin Peaks industrial park. Manager Beagley indicated that individual property owners will be in charge of the power to their own properties and the sewer lift station has been ordered and is expected to be delivered and built soon. Manager Beagley added that a temporary septic system is in place for one business and will be replaced when the lift station is installed.

Councilor Siddoway thanked everyone who attended the procession and funeral for Sergeant Bill Hooser. He was impressed by all those who showed support for Santaquin. He spoke about attending the RMPRA awards dinner where the Santaquin Orchard Days Rodeo got the “Best Rodeo” award again. He mentioned that the rodeo arena sign is missing some letters. Lastly, Councilor Siddoway went over upcoming events such as Orchard Days and Night at the Museum.

Councilor Mecham thanked Councilor Adcock for attending the water board meetings in his place as he was unable to attend. He echoed what Councilor Siddoway expressed about the outreach and support Santaquin has received during the time since Sergeant Bill Hooser’s death.

Councilor Keel spoke about the kick-off to the Library’s Summer Reading Program. He also thanked all those who showed support for law enforcement during the funeral and following procession last week.

Mayor Olson remarked on the work being done to open the road to Santaquin Canyon again. He stated that it would be open this coming year. Mayor Olson stated that the City is considering how to recognize and build a memorial for Sergeant Hooser. He also discussed his work with the Fire Department to make sure that coverage is provided to the City in emergency situations and asked that staffing in the Fire & EMS departments be considered during future City Council work session meetings. Mayor Olson asked that two executive sessions be called.

EXECUTIVE SESSION

Councilor Mecham made a motion to enter into an executive session to discuss the character, professional competence, or physical or mental health of an individual. Councilor Keel seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed unanimously.

The Executive Session began at 8:43 p.m.

Present at the Executive Session included Mayor Daniel Olson, Council Member Art Adcock, Council Member Brian Del Rosario, Member Travis Keel, Council Member Lynn Mecham, Council Member Jeff Siddoway, City Manager Norm Beagley, Assistant City Manager Jason Bond, Legal Counsel Brett Rich.

Councilor Mecham made a motion to end the Executive Session and reconvene the Regular City Council Meeting. Councilor Del Rosario seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed unanimously.

The Regular City Council Meeting reconvened at 9:08 p.m.

EXECUTIVE SESSION

Councilor Mecham made a motion to enter into an executive session to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property. Councilor Del Rosario seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed unanimously.

The Executive Session began at 9:08 p.m.

Present at the Executive Session included Mayor Daniel Olson, Council Member Art Adcock, Council Member Brian Del Rosario, Member Travis Keel, Council Member Lynn Mecham, Council Member Jeff Siddoway, City Manager Norm Beagley, Assistant City Manager Jason Bond, Legal Counsel Brett Rich.

Councilor Mecham made a motion to end the Executive Session and reconvene the Regular City Council Meeting. Councilor Siddoway seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed unanimously.

The Regular City Council Meeting reconvened at 9:44 p.m.

ADJOURNMENT

Councilor Keel made a motion to adjourn the meeting. Councilor Mecham seconded the motion.

Councilor Adcock	Yes
Councilor Del Rosario	Yes
Councilor Keel	Yes
Councilor Mecham	Yes
Councilor Siddoway	Yes

The motion passed unanimously.

The meeting was adjourned at 9:45 p.m.

ATTEST:

Daniel M. Olson, Mayor

Amalie R. Ottley, City Recorder

DRAFT



MEMORANDUM

May 22, 2024

To: Santaquin City Mayor and City Council

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

RE: **Compliance with Senate Bill (SB) 91**

Mayor and Council Members,

As you are aware, during the 2024 Utah Legislative Session, the State Legislature passed Senate Bill 91 (SB91). One part of SB91 reads; “Before a governing body may adopt a final budget or a final amended budget that includes a “compensation increase” for an executive municipal officer, the governing body shall:”

- (i) “hold a public hearing on the compensation increase”

Therefore, we have properly noticed and are holding the required public hearing this evening during City Council Meeting.

Per Santaquin City’s Employee Handbook, as adopted by resolution (& most recently amended December 19th, 2023 by Resolution 12-03-2023), all employees, including Elected Officials and “Executive Municipal Officers” as defined in SB91, are eligible for a salary increase for both Cost of Living Adjustments (COLA) and merit increases where and when applicable and as adequately budgeted for. (See Santaquin City Employee Handbook, Sections 2.3 “Performance Evaluations”, Part B and 3.1 “Compensation”, Subsection C, 2 “Cost of Living Adjustments (COLA)”.

At present, the tentative budget that was approved several weeks ago includes a COLA increase for **all** employees of **5%** starting in January 2025. Also, at present, included in the tentative budget, is a possible **1%** merit increase for all employees. Therefore, the total possible increase for all employees is up to 6% during the FY 2024-2025 budget.

Per employment contracts for all of our Executive Municipal Officers, each of them is treated the same as any other employee with regard to any offered COLA and possible merit increases. Therefore, that is what has been budgeted for in the FY 2024-2025 Santaquin City budget.

I am happy to answer any questions you may have regarding this agenda item during the properly noticed public hearing.

No Council Action is Required at this time

RAP TAX PROJECTS FY 2024-25

TOTAL RAP TAX AMOUNT AVAILABLE		\$ 140,000.00			
				<u>RAP TAX COMMITTEE</u>	<u>CITY</u>
<u>"RECREATION" CATEGORY</u>	<u>Description</u>	<u>OPTIONS</u>	<u>Previously Funded</u>	<u>RECOMMENDATION</u>	<u>COUNCIL</u>
					<u>APPROVAL</u>
Expanded Recreation Activity Center	New Indoor Multiuse Space	\$ 70,000.00	New Request	\$ 70,000.00	\$ 70,000.00
Volleyball Pole Sets	New Equipment x 2 Gyms	\$ 12,000.00	New Request	\$ 12,000.00	\$ 12,000.00
Wrestling Mats/ (Expand league offering)	New Set of Mats for Practice Site/ expand league size, needing extra mats full gym	\$ 8,000.00	New Request (have purchase mats with operation funds in past)	\$ 8,000.00	\$ 8,000.00
New 18 Hole Disc Golf Course	New access to 24 acres above Summit Ridge. Including 2 scenic view benches	\$ 9,000.00	2020. Funded 9 hole course in	\$ 9,000.00	\$ 9,000.00
Sport Equipment	Sport Equipment. (Example-new bats and catchers gear)	\$ 3,000.00	the past. Funded \$3K equipment in	\$ 3,000.00	\$ 3,000.00
Fitness Equipment/Hand Weights	Increased classes and participants. Need additional hand weights & sizes.	\$ 2,000.00	New Request	\$ 2,000.00	\$ 2,000.00
Youth Summer Programming @ Library	Prizes for learning & enrichment activities.	\$ 3,000.00	New Request	\$ 3,000.00	\$ 3,000.00
Body Composition Machine @ Comm Center	Provide residents with access to body composition print outs and testing.	\$ 3,500.00	New Request		
Outdoor Volleyball Pit	Add new amenity to Orchard Cove Park	\$ 10,000.00	New Request	\$ 5,000.00	\$ 5,000.00
220' ADA Moveable Base Track	Flat pieces of moveable material, used for events like Rodeo and Archery classes. ADA	\$ 10,000.00	New Request (determined best to add future sidewalks)		

"ARTS" CATEGORY					
Cultural Arts	Art Festival, Concert Series, Expanded Hometown Market Community Events	\$	13,000.00	Funded in past, increase from \$10K in 2023-24.	\$ 13,000.00 \$ 13,000.00
Mural Art Project	Kyle Vincent Paint Mural-Location TBD	\$	3,500.00	Funded two other murals in the past.	\$ 3,500.00 \$ 3,500.00
Museum Double Door/ADA entrance	ADA accessible entry; replace south double doors, new entrance- parking lot	\$	6,000.00	new request	\$ 6,000.00 \$ 6,000.00
Museum General Improvements	Multiple projects. (one example: paint and patch walls in the library room of museum)	\$	4,000.00	Have funded general painting and room improvements in the past.	\$ 4,000.00 \$ 4,000.00
First Responder Monument	Contribute to a monument.	\$	3,500.00	New Request	\$ 3,500.00 \$ 3,500.00
Enhanced Special Events	Supplement Citywide events. TBD.	\$	2,500.00	New Request	\$ 2,500.00 \$ 2,500.00
Museum Virtual Tour: VR Wizard	Virtual video of all rooms.	\$	7,530.00	New Request	
Santaquin Dowdle Puzzle	Santaquin Commemorative Puzzle . Most cities that do this, make revenue after selling the puzzles.	\$	72,000.00	New Request	
"PARKS" CATEGORY					
Wood chips at Centennial Playground	Replace all the pea gravel base	\$	12,000.00	New Request	\$ -
RC Car Course at Prospector View	We have a spot we could develop	\$	1,500.00	New Request	\$ 1,500.00 \$ 1,500.00
Dog Park-North Santaquin	Location would be retention basin on north center before railroad tracks	\$	10,000.00	New Request	\$ -
Security Cameras	Orchard Cove Park-Graffiti and Vandalism	\$	15,000.00	New Request	\$ -
Decorative Cobble/ Gravel-Powerline Trail at Summit Ridge	Decorative gravel around powerline trail west of Summit Ridge	\$	10,000.00	New Request	\$ -
<i>Note: There are multiple Park Projects being funded through Park Impact Fee funds.</i>					
Grand Totals:		\$	291,030.00		\$ 146,000.00 \$ 146,000.00

SANTAQUIN CITY CORPORATION
Check Register
All Bank Accounts - 05/18/2024 to 05/31/2024

Payee Name:	Payment Date:	Amount:	Description:	Ledger Account:
ACE RENTS INC.	5/30/2024	\$345.00	Fans for carpet in City Hall	1051300 - BUILDINGS & GROUND MAINTENANCE
AERZSEN USA CORPORATION	5/30/2024	\$19,735.68	Blowers	5240730 - CAPITAL PROJECTS
AMERICAN RAMP COMPANY	5/30/2024	\$263,813.78	Bike Skills Park Deposit/Payment 1	5740733 - PROSPECTOR VIEW PARK
APPLIED INDUSTRIAL TECHNOLOGIES, INC	5/30/2024	\$87.97	Couplings	5240250 - EQUIPMENT MAINTENANCE
BARBER METALS	5/23/2024	\$296.00	Lamb Rental	1051300 - BUILDINGS & GROUND MAINTENANCE
BARBER METALS	5/23/2024	\$695.00	Cover for new Actuator at diversion.	5440240 - SUPPLIES
		\$991.00		
BARDSLEY, RYAN	5/23/2024	\$18.50	Witness Fee	1042310 - PROFESSIONAL & TECHNICAL
BLOMQUIST HALE CONSULTING	5/30/2024	\$516.80	Employee Assistance Program - April	1022506 - EAP
BLOMQUIST HALE CONSULTING	5/30/2024	\$516.80	Employee Assistance Program	1022506 - EAP
BLOMQUIST HALE CONSULTING	5/30/2024	\$516.80	Employee Assistance Program - March	1022506 - EAP
BLOMQUIST HALE CONSULTING	5/30/2024	\$516.80	Employee Assistance Program - May	1022506 - EAP
		\$2,067.20		
BONNEVILLE ASPHALT & REPAIR	5/30/2024	\$74,950.00	Crack seal project	4540200 - ROAD MAINTENANCE
BONNEVILLE INDUSTRIAL SUPPLY CO	5/23/2024	\$112.48	Pallet Jack	5140240 - SUPPLIES
BONNEVILLE INDUSTRIAL SUPPLY CO	5/23/2024	\$112.48	Pallet Jack	5240240 - SUPPLIES
BONNEVILLE INDUSTRIAL SUPPLY CO	5/23/2024	\$112.48	Pallet Jack	5240520 - WRF - SUPPLIES
BONNEVILLE INDUSTRIAL SUPPLY CO	5/23/2024	\$112.49	Pallet Jack	5440240 - SUPPLIES
		\$449.93		
BUFFO'S TERMITE & PEST CONTROL	5/23/2024	\$170.00	Gopher killer	1070300 - PARKS GROUNDS SUPPLIES
CAMERON MEYER, DO, PLLC	5/30/2024	\$2,000.00	Dr Contract for Medical Service	7657310 - PROFFESIONAL & TECHNICAL
CARQUEST AUTO PARTS STORES	5/23/2024	\$12.12	Starter button	5140250 - EQUIPMENT MAINTENANCE
CARQUEST AUTO PARTS STORES	5/23/2024	\$12.58	Street Sweeper	1060250 - EQUIPMENT MAINTENANCE
CARQUEST AUTO PARTS STORES	5/23/2024	\$73.98	Shop Supplies	1060250 - EQUIPMENT MAINTENANCE
CARQUEST AUTO PARTS STORES	5/23/2024	\$73.98	Shop Supplies	5140250 - EQUIPMENT MAINTENANCE
CARQUEST AUTO PARTS STORES	5/23/2024	\$73.99	Shop Supplies	5240250 - EQUIPMENT MAINTENANCE
CARQUEST AUTO PARTS STORES	5/23/2024	\$73.99	Shop Supplies	5440250 - EQUIPMENT MAINTENANCE
		\$320.64		
CENTURY EQUIPMENT COMP	5/30/2024	\$428.35	Window for Backhoe	1060250 - EQUIPMENT MAINTENANCE
CHEMTECH-FORD, INC	5/23/2024	\$107.00	Effluent testing	5240310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	5/23/2024	\$150.00	Water testing	5140310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	5/23/2024	\$30.00	BDS siteplan Bac-T testing results	1022450-946 - (INSP&TESTING)BDS Commerical Site Improvement
CHEMTECH-FORD, INC	5/30/2024	\$107.00	Effluent testing	5240310 - PROFESSIONAL & TECHNICAL SVCS
		\$394.00		
CHILD SUPPORT SERVICES/ORS	5/24/2024	\$356.31	Garnishment - Child Support	1022420 - GARNISHMENTS
CODALE ELECTRIC SUPPLY	5/23/2024	\$377.16	CAT-6 for Library	1051300 - BUILDINGS & GROUND MAINTENANCE
DILMORE, LINNEA	5/30/2024	\$500.00	Facility Rental Deposit Reimbursement	6734152 - BUILDING RENTAL REVENUE

EFTPS	5/29/2024	\$6,398.26	Medicare Tax	1022210 - FICA PAYABLE
EFTPS	5/29/2024	\$18,582.44	Federal Income Tax	1022220 - FEDERAL WITHHOLDING PAYABLE
EFTPS	5/29/2024	\$27,357.80	Social Security Tax	1022210 - FICA PAYABLE
		\$52,338.50		
FIRST SOURCE FUELS	5/23/2024	\$130.70	Def for trucks and backhoe	1060240 - SUPPLIES
FIRST SOURCE FUELS	5/30/2024	\$1,169.21	Fuel for onsite tanks	5240260 - FUEL
FIRST SOURCE FUELS	5/30/2024	\$1,169.21	Fuel for onsite tanks	5440260 - FUEL
FIRST SOURCE FUELS	5/30/2024	\$1,169.22	Fuel for onsite tanks	1060260 - FUEL
FIRST SOURCE FUELS	5/30/2024	\$1,169.22	Fuel for onsite tanks	1070260 - FUEL
FIRST SOURCE FUELS	5/30/2024	\$1,169.22	Fuel for onsite tanks	1077260 - FUEL
FIRST SOURCE FUELS	5/30/2024	\$1,169.22	Fuel for onsite tanks	5140260 - FUEL
		\$7,146.00		
FLEETPRIDE	5/30/2024	\$13.19	Street Sweeper	1060250 - EQUIPMENT MAINTENANCE
FORENSIC NURSING SERVICES LLC	5/23/2024	\$320.00	Blood/Urine/Triage 24SQ01694, 24SQ01696	1054311 - PROFESSIONAL & TECHNICAL
FORENSIC NURSING SERVICES LLC	5/23/2024	\$160.00	Blood/Urine/Triage for Moos Accident	1054311 - PROFESSIONAL & TECHNICAL
FORENSIC NURSING SERVICES LLC	5/30/2024	\$75.00	24SQ01986 Suspect Refusal	1054311 - PROFESSIONAL & TECHNICAL
		\$555.00		
GREENHALGH*, KIRK	5/30/2024	\$43.86	Refund: 211002 - GREENHALGH*, KIRK	5113110 - ACCOUNTS RECEIVABLE
GUNTERS HEATING, COOLING, PLUMBING & SOLAR	5/30/2024	\$394.00	Exhaust System repair	1051300 - BUILDINGS & GROUND MAINTENANCE
HARRIS, RYAN	5/23/2024	\$345.35	Spring Utah APA Conference for Ryan Harris	1078230 - EDUCATION, TRAINING & TRAVEL
HARRIS, RYAN	5/24/2024	\$451.97	Spring Utah APA Conference for Ryan Harris	1078230 - EDUCATION, TRAINING & TRAVEL
		\$797.32		
HENRY SCHEIN	5/23/2024	\$20.00	NPA Airways	7657242 - EMS - SUPPLIES
HOME DEPOT	5/30/2024	\$26.83	Lights for Bowery	1070300 - PARKS GROUNDS SUPPLIES
INGRAM BOOK GROUP	5/23/2024	\$368.97	books	7240600 - LIBRARY-CLEF FUNDS (STATE GRANT)
INGRAM BOOK GROUP	5/23/2024	\$4.72	books	7240240 - SUPPLIES
INGRAM BOOK GROUP	5/23/2024	\$135.48	books	7240600 - LIBRARY-CLEF FUNDS (STATE GRANT)
		\$509.17		
INTERMOUNTAIN FARMERS, INC.	5/23/2024	-\$139.99	Return	1070300 - PARKS GROUNDS SUPPLIES
INTERMOUNTAIN FARMERS, INC.	5/23/2024	\$139.99	Sprayer pump	1077300 - CEMETERY GROUNDS MAINTENANCE
		\$0.00		
INTERWEST INTERPRETING	5/23/2024	\$120.00	Interpreter Services for Court	1042310 - PROFESSIONAL & TECHNICAL
JEFFERSON, OFFICER CLAYTON	5/30/2024	\$176.60	Jefferson Earpiece Reimbursement	1054240 - SUPPLIES
JOHNSON TIRE SERVICE	5/23/2024	\$1,415.36	Tires for 2016 Ambo	7657252 - EMS - EQUIPMENT MAINTENANCE
KEYSTONE APPRAISAL GROUP	5/23/2024	\$1,500.00	Payment for Appraisal for Future Cemetery Property (15 Acres)	4140311 - PROPERTY PURCHASE
L.N. CURTIS & SONS	5/23/2024	\$70.48	White Shirts for Funeral x 2	1054240 - SUPPLIES
LANDMARK EXCAVATING, INC.	5/23/2024	\$594,171.98	Santaquin Main St. Widening progress payment #2 for Landmark Excavating	4540306 - MAIN STREET WIDENING
LES OLSON COMPANY	5/30/2024	\$735.28	Copy machine Service Contract & Usage - May 2024	4340300 - COPIER CONTRACT
MAVERICK ROCK, LLC	5/23/2024	\$389.58	Rock for reservoir outlet	5440751 - SUMMIT CREEK IRR REPAIR EXPENSES
MAYDAY MACHINE LLC	5/30/2024	\$280.00	Bushing for Actuator	5440240 - SUPPLIES

MCGEE'S STAMP & TROPHY	5/23/2024	\$35.00	Santaquin Seal Stamp	1043240 - SUPPLIES
MCMASTER-CARR	5/23/2024	\$334.75	Couplings for motors	5640783 - WRF UPGRADE (ADDITIONAL TRAIN) PROJECT
MCMASTER-CARR	5/30/2024	\$336.00	Couplings for motors	5640783 - WRF UPGRADE (ADDITIONAL TRAIN) PROJECT
		\$670.75		
MISSION COMMUNICATIONS LLC	5/23/2024	\$5,460.00	PD Radios x 2	1054250 - EQUIPMENT MAINTENANCE
MONTOYA, NATHAN	5/23/2024	\$200.00	Youth City Council Scholarship	1041670 - YOUTH CITY COUNCIL EXPENSES
MOUNTAIN ALARM	5/23/2024	\$213.40	Alarm Monitoring	1051300 - BUILDINGS & GROUND MAINTENANCE
MOUNTAINLAND SUPPLY	5/23/2024	\$26.69	Water repair parts	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	5/30/2024	\$298.79	Main Street Project	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	5/30/2024	\$100.23	PI valves	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	5/30/2024	\$561.33	WRF valve	5240550 - WRF - EQUIPMENT MAINTENANCE
MOUNTAINLAND SUPPLY	5/30/2024	\$93.60	Cutting wheels	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	5/30/2024	\$1,905.50	Meters	5140242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	5/30/2024	\$1,905.50	Meters	5240242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	5/30/2024	\$1,905.50	Meters	5440242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	5/30/2024	\$354.51	Meter parts	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	5/30/2024	\$266.90	Meter parts	5140242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	5/30/2024	\$266.90	Meter parts	5240242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	5/30/2024	\$266.91	Meter parts	5440242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	5/30/2024	-\$298.79	return	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	5/30/2024	\$368.45	Brass tees	5440240 - SUPPLIES
		\$8,022.02		
MURDOCK FORD	5/23/2024	\$96.92	Mark Bell Vehicle Maintenance	1054250 - EQUIPMENT MAINTENANCE
MURDOCK FORD	5/23/2024	\$1.55	Bulb	1054250 - EQUIPMENT MAINTENANCE
MURDOCK FORD	5/23/2024	\$59.57	Tail light for parks truck.	1070250 - EQUIPMENT MAINTENANCE
MURDOCK FORD	5/23/2024	\$27.95	Oil for water truck	5140250 - EQUIPMENT MAINTENANCE
		\$185.99		
MVP SPORTS	5/23/2024	\$1,289.93	Baseball Base Sets & Mounds	6140665 - YOUTH SPORTS
NIELSON PLUMBING & MECHANICAL LLC	5/30/2024	\$79,520.00	Meter installs	4140829 - PI METER UPGRADE PROJECT
PAYSON AUTO SUPPLY - NAPA	5/23/2024	\$69.72	Tools	1060250 - EQUIPMENT MAINTENANCE
POLYDYNE INC.	5/30/2024	\$4,356.43	Polymer	5240510 - WRF - CHEMICAL SUPPLIES
PORTERS HEATING & AIR CONDITIONING	5/23/2024	\$511.40	Library HVAC repair	1051300 - BUILDINGS & GROUND MAINTENANCE
RASMUSSEN, TORI	5/23/2024	\$500.00	Youth City Council Scholarship	1041670 - YOUTH CITY COUNCIL EXPENSES
RB&G ENGINEERING, INC	5/23/2024	\$3,552.50	RB&G Testing for Main Street Widening	4540306 - MAIN STREET WIDENING
REPUBLIC SERVICES LLC #864	5/30/2024	\$63.91	Rec Building	1062311 - WASTE PICKUP CHARGES
REVCO	5/23/2024	\$597.51	Copy Machine Lease - City Hall	4340300 - COPIER CONTRACT
ROCKY MOUNTAIN POWER	5/23/2024	\$14.21	1000 N CENTER PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/23/2024	\$340.29	1215 N CENTER ST - PUBLIC WORKS BLDG	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	5/23/2024	\$762.45	10 W GINGER GOLD ROAD (LIFT STATION)	5240270 - UTILITIES
ROCKY MOUNTAIN POWER	5/23/2024	\$11,084.95	1215 N CENTER	5240500 - WRF - UTILITIES
ROCKY MOUNTAIN POWER	5/23/2024	\$13.68	1852 S Marigold Way	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/23/2024	\$20.89	115 W 860 N - STRONGBOX	1060270 - UTILITIES - STREET LIGHTS

ROCKY MOUNTAIN POWER	5/23/2024	\$25.25	1269 S RED CLIFF DRIVE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/23/2024	\$28.20	1230 S Bluff St.	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/23/2024	\$46.98	1595 S LONGVIEW ROAD	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/23/2024	\$132.90	759 Badger Way	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/30/2024	\$0.01	ITEM 53 RECREATION OPERATION CONTRACT AHLIN POND	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$0.01	ITEM 58 ARENACONCE CONTRACT FAIR GROUNDS	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$0.01	ITEM 80 SUMMIT RIDGE SPORTS/FOOD COURT	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$0.01	ITEM 82 PI BOOSTER PUMP SUMMIT RIDGE	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$0.01	ITEM 86 CITY HALL CONTRACT	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$4.34	ITEM 18 PARK LIGHTS	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$4.88	ITEM 23 BALL PARK LIGHTS	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$10.33	ITEM 91 ARENACONCE ANNOUNCERS/RV PEDESTALS	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$11.20	ITEM 92 ARENACONCE SPRINKLER/RV PEDESTALS	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$11.21	ITEM 65 STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/30/2024	\$11.57	ITEM 16 CITY PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$11.74	ITEM 72 SUMMIT RIDGE PARKWAY STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/30/2024	\$13.06	ITEM 94 GENERAL SVC-POND/PUMP	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$14.78	ITEM 70 STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/30/2024	\$14.99	ITEM 90 188 S CENTER	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$17.34	ITEM 74 CONTRACT METERED STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/30/2024	\$17.91	ITEM 50 LIGHTING	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/30/2024	\$19.03	ITEM 97 STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/30/2024	\$19.64	ITEM 40 VETERANS MONUMENT	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$20.52	ITEM 98 EAST SIDE PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$21.43	ITEM 30 STREETLIGHT PEDESTAL	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/30/2024	\$22.14	ITEM 85 RESTROOMS CENTENNIAL PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$23.98	ITEM 29 SPRINKLING SYSTEM	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/30/2024	\$26.08	ITEM 13 BOWERY	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$26.22	ITEM 43 # SIGN	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/30/2024	\$28.95	ITEM 21 BALL PARK CONCESSION STAND	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$30.24	ITEM 17 AREA LIGHT	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$34.50	ITEM 46 STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/30/2024	\$34.59	ITEM 71 LIGHTING	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/30/2024	\$35.02	ITEM 49 NORTH PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$36.53	ITEM 67 SUMMIT RIDGE PKWY CONTRACT SOCCERFIELDS SITE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$38.95	ITEM 7 PUMP VAULT	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$47.45	ITEM 78 LIGHTING STRONG BOX	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/30/2024	\$54.02	ITEM 101 CITY PARK	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/30/2024	\$58.25	ITEM 99 400 E MAIN	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/30/2024	\$62.94	ITEM 60 ARENACONCE UPGRADE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$86.95	ITEM 20 SUNSET TRAILS PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$151.12	ITEM 79 GENERAL SERVICE PUMP STATION	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/30/2024	\$154.33	ITEM 66 STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/30/2024	\$182.29	ITEM 96 1005 S CENTER CHLORINATOR	5140273 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$188.36	ITEM 76 CULINARY PUMPSITE	5140273 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$204.42	ITEM 93 REC CENTER PERM SVC FOR REMODEL	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$217.27	ITEM 95 CITY CENTER	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$234.18	ITEM 27 COMMERCIAL/CITY LIBRARY	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$266.12	ITEM 1 SPLIT 910 E 70 N EAST CULINARY WELL	5140273 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$266.12	ITEM 1 SPLIT 910 E 70 N EAST CULINARY WELL	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$320.82	ITEM 83 STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/30/2024	\$377.33	ITEM 84 SUMMIT RIDGE SPORTS COURT FOOD STAND	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$677.44	ITEM 48 HAYFIELD PUMP	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$873.90	ITEM 25 GOVERNMENT BUILDING	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$1,650.57	ITEM 68 SUMMIT RIDGE PKWY SOCCER FIELD LIGHTING	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$1,807.71	ITEM 3 CITY OWNED WELL	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$2,084.72	ITEM 4 SPLIT 190 E 400 S NEW CULINARY WELL	5140273 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$2,084.73	ITEM 4 SPLIT 190 E 400 S NEW CULINARY WELL	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$2,430.86	ITEM 89 BOOSTER PUMP STATION	5440273 - UTILITIES

ROCKY MOUNTAIN POWER	5/30/2024	\$2,734.21	ITEM 2 SPLIT SUMMIT RIDGE WATER PUMP	5140273 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$2,734.21	ITEM 2 SPLIT SUMMIT RIDGE WATER PUMP	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	5/30/2024	\$3,900.64	ITEM 32, 33, 35, 36, 37, 38 STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/30/2024	\$5,130.23	ITEM 88 CITY HALL	1051270 - UTILITIES
		\$42,012.21		
ROCKY MOUNTAIN TURF - RMT EQUIPMENT - STAN BONHAM COMPANY	5/30/2024	\$35.78	Lawn mower parts	1070250 - EQUIPMENT MAINTENANCE
ROCKY MOUNTAIN TURF - RMT EQUIPMENT - STAN BONHAM COMPANY	5/30/2024	\$197.37	Blades for mowers	1070250 - EQUIPMENT MAINTENANCE
ROCKY MOUNTAIN TURF - RMT EQUIPMENT - STAN BONHAM COMPANY	5/30/2024	\$408.32	Blades for mowers	1070250 - EQUIPMENT MAINTENANCE
		\$641.47		
SANTAQUIN CITY UTILITIES	5/24/2024	\$200.00	Cemetery	1022350 - UTILITIES PAYABLE
SANTAQUIN CITY UTILITIES	5/24/2024	\$865.00	Utilities	1022350 - UTILITIES PAYABLE
SANTAQUIN CITY UTILITIES	5/30/2024	\$120.00	Utility Assistance Program - June 2024	5221600 - SEWER FUND DONATIONS
		\$1,185.00		
SHEPHERD, KAYSON	5/23/2024	\$18.50	Witness Fee	1042310 - PROFESSIONAL & TECHNICAL
SHRED-IT US JV LLC	5/30/2024	\$167.03	Document Shredding Services - City Hall	1043310 - PROFESSIONAL & TECHNICAL
SHRED-IT US JV LLC	5/30/2024	\$167.66	Document Shredding Services - CD	1043310 - PROFESSIONAL & TECHNICAL
		\$334.69		
SOUTH UTAH VALLEY ELECTRIC SERVICE DISTRICT	5/23/2024	\$45,991.06	Santaquin Estates streetlight install	1022530 - STREET LIGHTS (NEW DEVELOPMENT)
SOUTH UTAH VALLEY ELECTRIC SERVICE DISTRICT	5/23/2024	\$5,052.02	Foothill Village Streetlight installation	1022530 - STREET LIGHTS (NEW DEVELOPMENT)
SOUTH UTAH VALLEY ELECTRIC SERVICE DISTRICT	5/23/2024	\$4,249.91	Foothill Village plat Z Streetlight install	1022530 - STREET LIGHTS (NEW DEVELOPMENT)
		\$55,292.99		
SPRINKLER SUPPLY	5/23/2024	\$125.50	Filter repair	1070300 - PARKS GROUNDS SUPPLIES
SPRINKLER SUPPLY	5/30/2024	\$226.66	Flower boxes	1070300 - PARKS GROUNDS SUPPLIES
		\$352.16		
STAKER PARSON COMPANIES	5/30/2024	\$250.90	Road base for shouldering	4540200 - ROAD MAINTENANCE
STAPLES	5/30/2024	\$13.41	Office Supplies	5140240 - SUPPLIES
STAPLES	5/30/2024	\$37.25	Office Supplies	1043240 - SUPPLIES
		\$50.66		
SWANK MOTION PICTURE, INC	5/30/2024	\$410.00	Library Summer Reading Movie	7240320 - PROGRAMS
THE HARTFORD	5/21/2024	\$3,877.56	Life, ADD, LTD & Sup Life - May 2024	1022504 - LIFE/ADD
UTAH BOYS BASEBALL ASSN, INC (UBBA)	5/23/2024	\$1,010.00	youth baseball association fees	6140665 - YOUTH SPORTS
UTAH COUNTY LODGE #31	5/24/2024	\$276.00	FOP Dues (Ut County Lodge #31)	1022425 - FOP DUES
UTAH JAZZ	5/30/2024	\$5,619.00	Jr jazz basketball jerseys	6140665 - YOUTH SPORTS
UTAH STATE RETIREMENT	5/24/2024	\$5.00	Traditional IRA	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	5/24/2024	\$205.03	Retirement Loan Payment	1022325 - RETIREMENT LOAN PAYMENT
UTAH STATE RETIREMENT	5/24/2024	\$1,072.00	Roth IRA	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	5/24/2024	\$1,329.62	401K - Tier 1 Parity	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	5/24/2024	\$1,505.77	457	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	5/24/2024	\$5,015.98	401K	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	5/24/2024	\$27,924.83	Retirement	1022300 - RETIREMENT PAYABLE
		\$37,058.23		
UTAH STATE TAX COMMISSION	5/29/2024	\$8,051.58	State Income Tax	1022230 - STATE WITHHOLDING PAYABLE
UTAH STATE TAX COMMISSION	5/29/2024	\$8,874.56	State Income Tax	1022230 - STATE WITHHOLDING PAYABLE
		\$16,926.14		

VERIZON WIRELESS	5/30/2024	\$553.41	PD Phones	1054280 - TELEPHONE
VERIZON WIRELESS	5/30/2024	\$680.31	PD Jetpacks	1054340 - CENTRAL DISPATCH FEES
VERIZON WIRELESS	5/30/2024	\$130.66	Fire/EMS Telephone	7657280 - TELEPHONE
VERIZON WIRELESS	5/30/2024	\$120.03	Comm Dev Jetpacks	1068280 - TELEPHONE
VERIZON WIRELESS	5/30/2024	\$40.01	GPS Data Collector	1048280 - TELEPHONE
VERIZON WIRELESS	5/30/2024	\$384.51	Pub Works PI Monitors	5140240 - SUPPLIES
VERIZON WIRELESS	5/30/2024	\$42.57	Amalie Ottley Phone	1043280 - TELEPHONE
VERIZON WIRELESS	5/30/2024	\$50.80	Gregg Hiatt Phone	5240280 - TELEPHONE
		\$2,002.30		
VINCENT, OLIVIA	5/23/2024	\$300.00	Youth City Council Scholarship	1041670 - YOUTH CITY COUNCIL EXPENSES
WAGNER, JENNIFER	5/23/2024	\$84.96	Grant supplies	7240760 - OTHER GRANT EXPENSES
WALMART BRC - GE CAPITAL RETAIL BANK	5/23/2024	-\$44.40	REFUND ARTS FESTIVAL	6640720 - RAP TAX EXPENSE
WALMART BRC - GE CAPITAL RETAIL BANK	5/23/2024	\$18.80	SENIOR LUNCH	7540480 - FOOD
WALMART BRC - GE CAPITAL RETAIL BANK	5/23/2024	\$26.32	ART FESTIVAL CLASS SUPPLIES	6640720 - RAP TAX EXPENSE
WALMART BRC - GE CAPITAL RETAIL BANK	5/23/2024	\$34.86	SENIOR LUNCH	7540480 - FOOD
WALMART BRC - GE CAPITAL RETAIL BANK	5/23/2024	\$36.22	SENIOR LUNCH	7540480 - FOOD
WALMART BRC - GE CAPITAL RETAIL BANK	5/23/2024	\$50.82	SENIOR LUNCH	7540480 - FOOD
WALMART BRC - GE CAPITAL RETAIL BANK	5/23/2024	\$68.18	PD-SHAYLE TERRY BIRTHDAY GIFT	1054240 - SUPPLIES
WALMART BRC - GE CAPITAL RETAIL BANK	5/23/2024	\$73.49	ELDRED FUND SENIORS ACTIVITY	7540482 - ELDRED FUND EXPENSES
WALMART BRC - GE CAPITAL RETAIL BANK	5/23/2024	\$101.68	ART FESTIVAL SUPPLIES	6640720 - RAP TAX EXPENSE
WALMART BRC - GE CAPITAL RETAIL BANK	5/23/2024	\$121.82	ART FESTIVAL PRIZES	6640720 - RAP TAX EXPENSE
WALMART BRC - GE CAPITAL RETAIL BANK	5/23/2024	\$126.08	SENIOR LUNCH	7540480 - FOOD
WALMART BRC - GE CAPITAL RETAIL BANK	5/23/2024	\$134.59	SENIOR LUNCH	7540480 - FOOD
WALMART BRC - GE CAPITAL RETAIL BANK	5/23/2024	\$139.20	ART FESTIVAL CLASS SUPPLIES	6640720 - RAP TAX EXPENSE
WALMART BRC - GE CAPITAL RETAIL BANK	5/23/2024	\$161.82	RAP TAX ART FESTIVAL PRIZES	6640720 - RAP TAX EXPENSE
WALMART BRC - GE CAPITAL RETAIL BANK	5/23/2024	\$164.56	SNACK SHACK FOOD	6140484 - SNACK SHACK FOOD
WALMART BRC - GE CAPITAL RETAIL BANK	5/23/2024	\$193.50	ART FESTIVAL ART SUPPLIES	6640720 - RAP TAX EXPENSE
WALMART BRC - GE CAPITAL RETAIL BANK	5/23/2024	\$524.70	ART FESTIVAL THANK YOUS AND PRIZES	6640720 - RAP TAX EXPENSE
WALMART BRC - GE CAPITAL RETAIL BANK	5/23/2024	\$559.88	ART FESTIVAL GRAND PRIZE	6640720 - RAP TAX EXPENSE
WALMART BRC - GE CAPITAL RETAIL BANK	5/23/2024	\$622.78	ART FESTIVAL PRIZES/VOLUNTEER THANK YOUS	6640720 - RAP TAX EXPENSE
		\$3,114.90		
WARD, ARISSA	5/30/2024	\$175.00	Finders Check Refund - Santaqiu Court	1022430 - COURT FINES AND FORFEITURES
WHEELER CAT - WHEELER MACHINERY CO	5/30/2024	\$1,588.00	Excavator rental	5440360 - EQUIPMENT RENTAL
TOTAL:		\$1,305,537.90		



MEMORANDUM

May 31, 2024

To: Santaquin City Mayor and City Council

From: Amalie R. Ottley, City Recorder

RE: **Mulberry Annexation**

Mayor and Council Members,

A petition and application for the Mulberry Annexation has been submitted to the City for approximately 150 acres of land located south of Main Street and east of I-15 in Utah County. After review by the City Recorder and Legal Counsel, it was determined that the correct noticing requirements were met by the applicant and the filing fee was paid. Pursuant to Utah State Code §10-2-405:

- (1) (a) (i) A municipal legislative body may:*
- (A) subject to Subsection (1)(a)(ii), deny a petition filed under Section 10-2-403; or*
 - (B) accept the petition for further consideration under this part.*

Recommended Motion:

Motion to accept the Mulberry Annexation petition for further consideration.

CYPRESS POINT PARTNERS, LLC

Santaquin City Planning
c/o Jason Bond
110 S. Center Street
Santaquin, UT 84655

Re: Cover Letter for the Annexation Submittal for the “Mulberry” Master Planned Community in unincorporated Utah County, Utah (the “Community”).

This cover letter accompanies the Annexation Submittal for approximately 150 acres of vacant land located south of Main street and east of I-15 in unincorporated Utah County (the “Property”).

Welcome to Mulberry! The Community that pays homage to the silk farming days of Santaquins past but allows opportunities for young families to experience the amazing family, small town atmosphere that Santaquin is known for. It is proposed to include a significant amount of open space, trails and recreational areas, similar to other master planned communities all over the country. We propose both pedestrian and horse trails connecting the community to the existing trails in the city and county, both active and passive open space areas and recreational areas programmed for youth and young families. The housing types will range from entry level townhomes near the northwest corner (closest to transit, schools, etc.), entry-level single-family homes, move up single family homes and all the way up to large estate lots on the east bench with breathtaking views of the valley, some large enough to accommodate a horse barn. This community will accommodate all family types, sizes, demographics, and income levels, allowing for robust housing diversity so lacking in many parts of the country, especially Utah, all while staying true to what makes Santaquin great.

The Property is planned to be developed in multiple phases over multiple years, with an average overall density of approximately 3.5 dwelling units per acre (“du/ac”). Phase I of the Property is the first 2 phases of the approximately 500-acre assemblage, including various property owners. Phase 1 is the Jarvis Parcel and is currently General Planned for Neighborhoods with Open Space (NOS) at 5-10 du/ac. Phase 2 is the Johnson parcel and is General Planned Hillside Protection Large Lots (HPLL) at 3.5 du/ac.

We look forward to working with the City, staff, planning commission and Council to make Mulberry a welcomed addition to the city scape in the future.

Regards,

Todd Amberry
303-243-4420
Todd@CanyonStoneCapital.com



Annexation Petition Application Packet

Santaquin City
110 S. Center Street
Santaquin, Utah 84655
801-754-1011
www.santaquin.org

Santaquin City Corporation



Annexation Petition Application

110 S. Center Street, Santaquin, Utah 84655

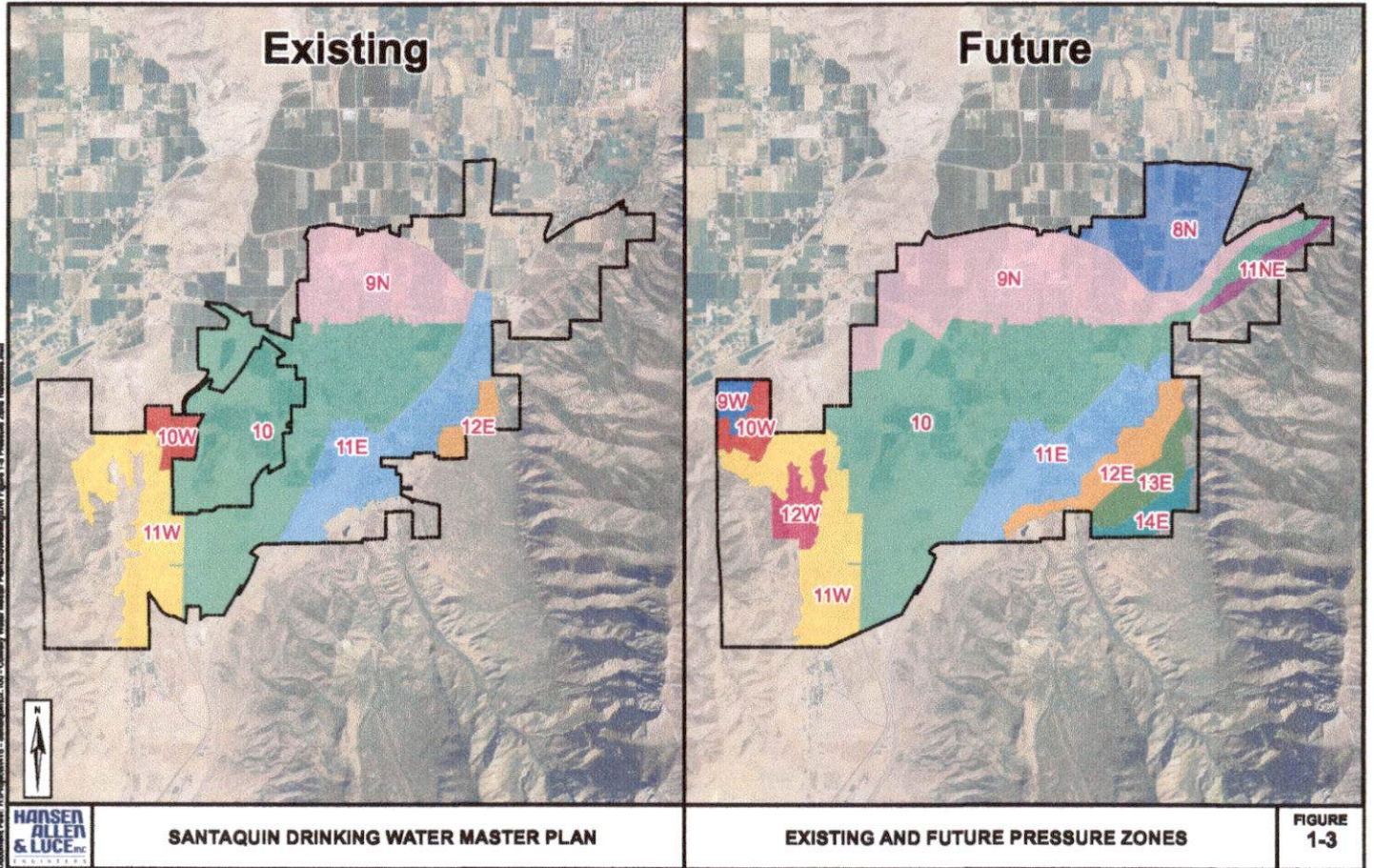
Notice: Property to be annexed must be contiguous to a current city boundary and to all property within the desired annexation, as provided in the Utah State Code. A written annexation petition must be submitted to the City Recorder on forms to be furnished by the City; with the appropriate accompanying application fees, maps and documentation. The accompanying plat maps must be accurate and created under the direct supervision of a licensed engineer or land surveyor and certified by the same.

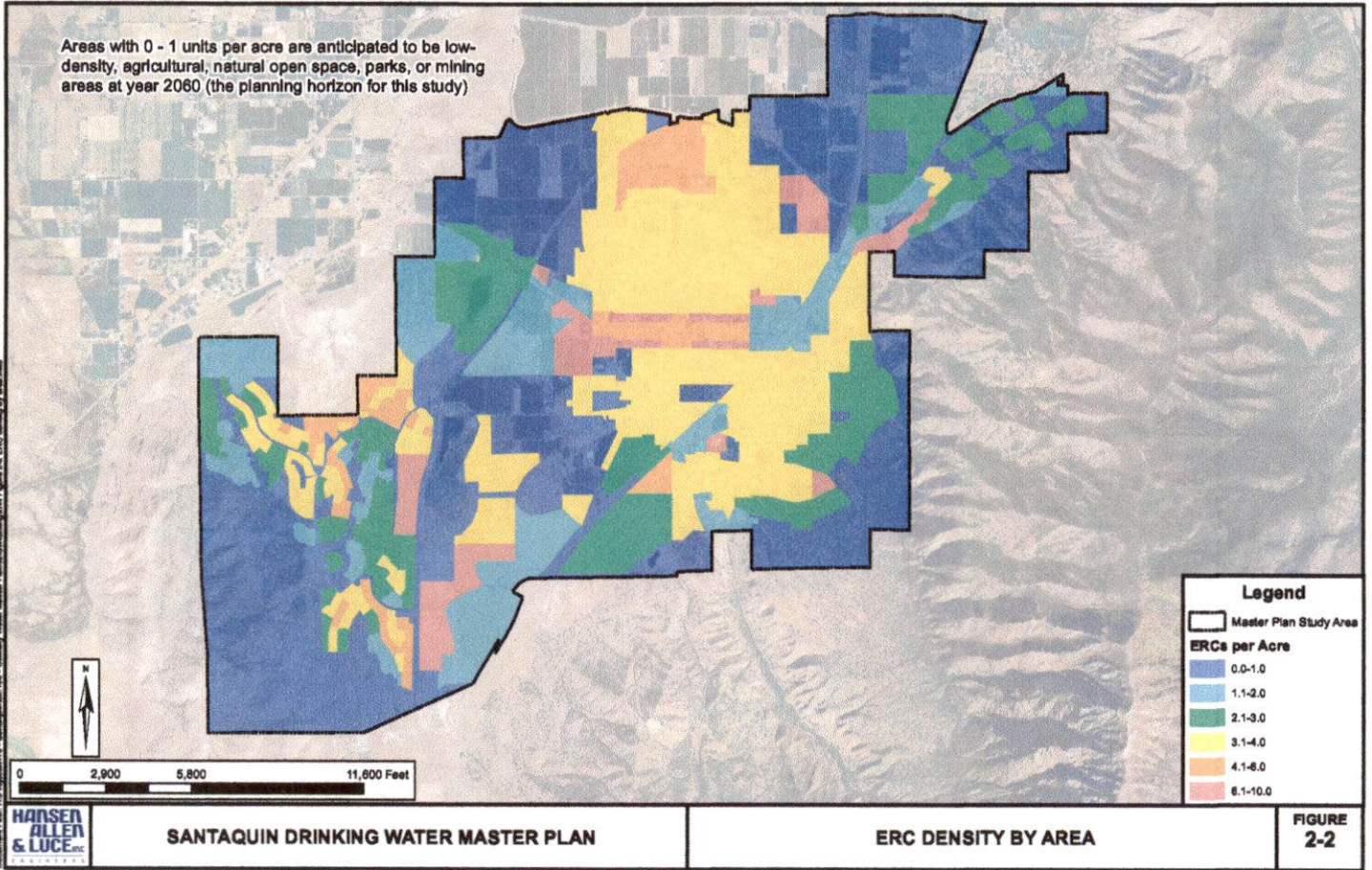
Annexation Information		
Proposed Name of Annexation: Mulberry Santaquin		Application Date: 04/15/2024
Contact's relation to property: Developer		
Acreage: 145.63		Requested Zoning: PUD
Contact Information		
Name: Todd Amberry		Phone: 303-243-4420
Address, City, State, Zip: 333 E Main St #905, Lehi, UT 84043		Email: Todd@CanyonStoneCapital.com
Engineer or Surveyor Information		
Company: Atlas Engineering		Contact: Scott Peterson, P.E.
Address, City, State, Zip: 846 E. 800 N. Suite A. Spanish Fork, UT 84660		
Telephone: 801-655-0566	Fax:	Email: scott@atlasengineering.net
Developer Information		
Name: Todd Amberry & Ryan Johnson		Phone: 303-243-442 & 801-918-8296
Address, City, State, Zip: 333 E Main St #905, Lehi, UT 84043 & 445 North 2000 West Suite #7, Springville, UT 84663		Email: Todd@CanyonStoneCapital.com, ryan@pci1980.com
Office Use Only		
Taken By: Amalie Otley	Received Date: 04/16/2024	Fee and Date Paid: \$9690.00 05/15/2024
File #:	Review Date: completed 05/14/2024	Meeting Date Assigned: 06/04/2024

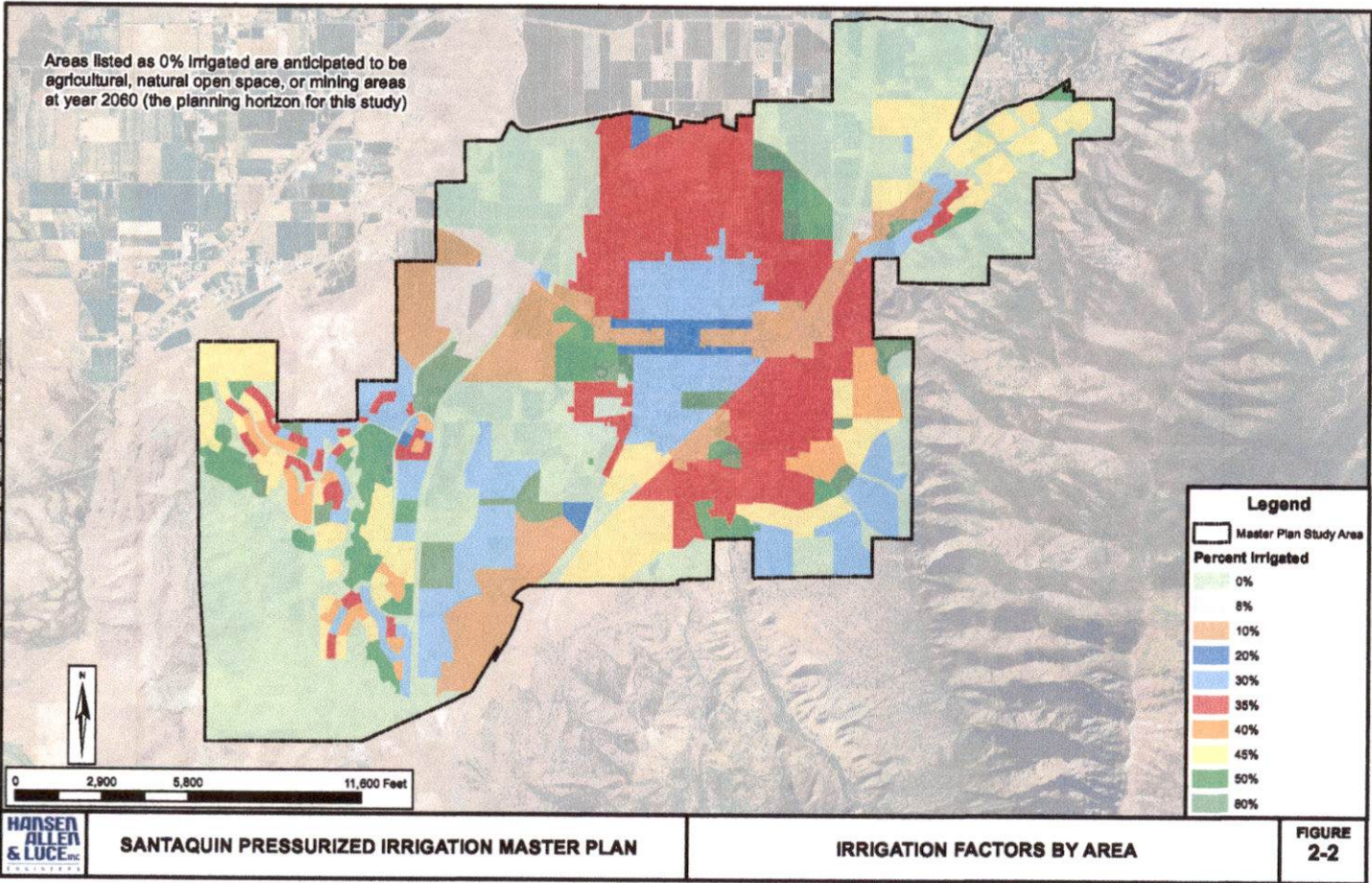
Annexation Petition Requirements

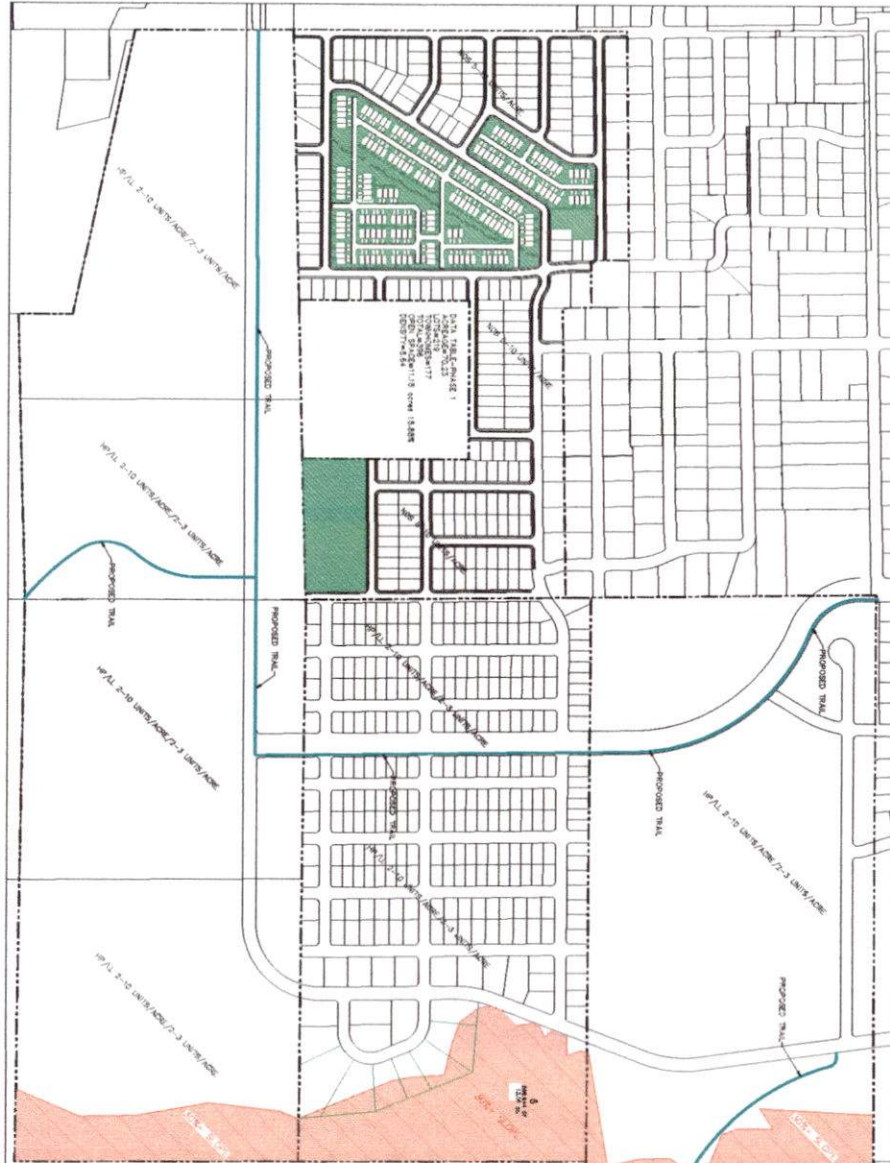
APPENDIX A

Information from Santaquin City Master Plans









SCALE 1" = 200'

SCALE 1" = 400'

NORTH

CONCEPTUAL PLAN

SANTAQUIN, UTAH

TABLE 1

TABLE 2

TABLE 3

TABLE 4

TABLE 5

TABLE 6

TABLE 7

TABLE 8

TABLE 9

TABLE 10

TABLE 11

TABLE 12

TABLE 13

TABLE 14

TABLE 15

TABLE 16

TABLE 17

TABLE 18

TABLE 19

TABLE 20

TABLE 21

TABLE 22

TABLE 23

TABLE 24

TABLE 25

TABLE 26

TABLE 27

TABLE 28

TABLE 29

TABLE 30

TABLE 31

TABLE 32

TABLE 33

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TABLE 37

TABLE 38

TABLE 39

TABLE 40

TABLE 41

TABLE 42

TABLE 43

TABLE 44

TABLE 45

TABLE 46

TABLE 47

TABLE 48

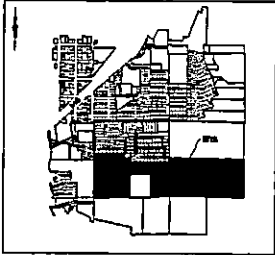
TABLE 49

TABLE 50

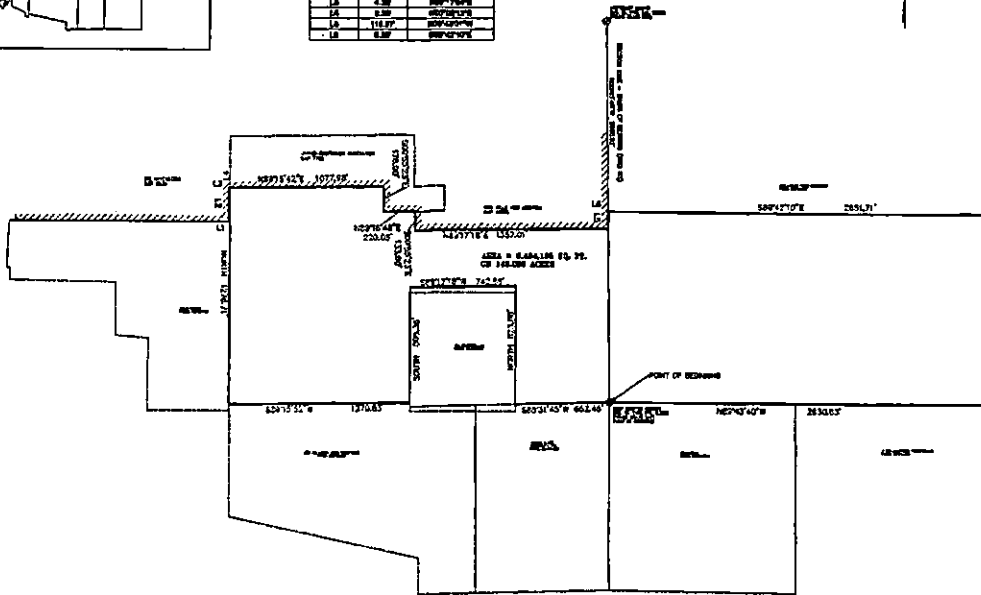
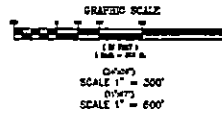
SHEET NO.

1

VICINITY MAP
NOT TO SCALE



LINE	LENGTH	BEARING
L1	4.89	S89°59'00"W
L2	20.00	S89°59'00"W
L3	4.89	S89°59'00"W
L4	4.89	S89°59'00"W
L5	11.87	S89°59'00"W
L6	6.87	S89°59'00"W



EXISTING SANTAQUIN CITY BOUNDARY

ACCEPTANCE BY UTAH COUNTY SURVEYOR
UTAH COUNTY SURVEYOR

SURVEYORS CERTIFICATE

I, DAVID F. HUNT, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 12423 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT, BASED ON UTAH COUNTY RECORDS OF LAND TO BE ANNEXED INTO SANTAQUIN CITY, UTAH COUNTY, UTAH.

BOUNDARY DESCRIPTION

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 1 EAST, 64°45'55" BEARING, THENCE SOUTH 89°59'00" WEST 48.89 FEET, THENCE NORTH 89°59'00" WEST 20.00 FEET, THENCE SOUTH 89°59'00" WEST 4.89 FEET, THENCE SOUTH 89°59'00" WEST 20.00 FEET, THENCE NORTH 89°59'00" WEST 4.89 FEET TO THE EXISTING SANTAQUIN CITY BOUNDARY ACCORDING TO THE 1st ANNEXATION PLAT, MAP 1453 OF OFFICIAL RECORDS, THENCE ALONG SAID CITY BOUNDARY AND AN ANNEXATION PLAT THE FOLLOWING THREE (3) COURSES: NORTH 89°59'00" WEST 20.00 FEET, NORTH 89°59'00" EAST 4.89 FEET AND ACCORDING TO THE JAMES-CASTLEMAN ANNEXATION PLAT, MAP 1702 OF OFFICIAL RECORDS, THENCE ALONG SAID CITY BOUNDARY AND JAMES-CASTLEMAN ANNEXATION THE FOLLOWING THREE (3) COURSES: NORTH 89°59'00" EAST 107.18 FEET, SOUTH 89°59'00" EAST 17.82 FEET AND NORTH 89°59'00" EAST 20.00 FEET TO A POINT THAT ON SAID CITY BOUNDARY ACCORDING TO THE ONE HALF HILLS ANNEXATION, MAP 10074 OF OFFICIAL RECORDS, THENCE ALONG SAID CITY BOUNDARY AND ONE HALF HILLS ANNEXATION THE FOLLOWING THREE (3) COURSES: SOUTH 89°59'00" EAST 13.80 FEET, NORTH 89°59'00" EAST 10.51 FEET AND NORTH 89°59'00" WEST 11.87 FEET, THENCE ALONG SAID CITY BOUNDARY SOUTH 89°59'00" EAST 0.25 FEET TO THE SECTION LINE BETWEEN THE EAST QUARTER CORNER AND THE NORTHEAST CORNER OF SAID SECTION 12, THENCE SOUTH 89°59'00" EAST 25.17 FEET ALONG THE CALCULATED 1/4 SECTION LINE OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SAID EAST LINE BEING ADJACENT TO THE CALCULATED QUARTER SECTION LINE OF SAID SECTION 7, THENCE ALONG SAID CALCULATED QUARTER SECTION LINE FOR SAID SECTION 7, SOUTH 89°59'00" WEST 12.015 FEET TO THE CALCULATED CENTER OF SECTION 7, THENCE ALONG THE CALCULATED QUARTER SECTION LINE FOR SAID SECTION 7, NORTH 89°59'00" WEST 25.005 FEET TO THE POINT OF BEGINNING.

AREA = 649455 SQ. FT. OR 14.628 ACRES



SURVEYOR: David F. Hunt DATE: 02-20-24

ACCEPTANCE BY THE CITY ENGINEER

CITY ENGINEER: _____ DATE: _____

ACCEPTANCE BY THE LEGISLATIVE BODY
This is to certify that we, the Santaquin City Council have received a petition signed by a majority of the voters of the tract shown herein requesting that said tract be annexed to Santaquin City and that a copy of the ordinance has been prepared for filing herewith all in accordance with the Utah County Annulled (1925) 10-3-1913 to 10-3-1914 as revised and that we have examined and do hereby approve and accept the annexation of the tract as shown on a part of said city and that said tract of land to be known as the Mulberry Annexation.

DATED THIS _____ DAY OF _____, 20__

CLERK RECORDER: _____ DATE: _____

ANNEXATION PLAT
MULBERRY ANNEXATION
SANTAQUIN CITY, UTAH
COUNTY, UTAH



MEMORANDUM

DATE: December 7, 2023
TO: Harrison Littledike
CanyonStone Capital, Inc.

FROM: Steven C. Jones, M.S., P.E.
Ridley J. Griggs, M.Eng., P.E.
Hansen, Allen & Luce, Inc. (HAL)
859 W. South Jordan Pkwy – Suite 200
South Jordan, Utah 84095

SUBJECT: Santaquin East Bench - Water Master Plan Amendment
PROJECT NO.: 344.295.100

DRAFT

INTRODUCTION

CanyonStone Capital, Inc. (CanyonStone) is working to propose a master planned development concept on the eastern bench of Santaquin City. The development concept is for an area which encompasses parcels east of Santaquin City that are within the Santaquin City Annexation Policy Plan Boundary.

SUMMARY OF KEY FINDINGS

Key findings from the analysis are listed below. Details are included in the body of the memo.

- There does not appear to be excess source capacity in the Santaquin drinking water system when considering source redundancy. A new well is recommended to increase source capacity.
- Several master planned facilities must be constructed within the portion of the study area within Zone 12E, including drinking and pressurized irrigation (PI) water pipelines and a PI pump station.
- Fire flow capacity in Zone 12E is limited. Pipeline projects will be needed to provide fire flow capacity. The extent of the projects depends on whether the fire authority requires a capacity of 1,000 gpm or 1,500 gpm.
- Zone 13E will require a 2000 gpm pump station, pipelines, and a 1.5 MG tank.
- Zone 14E will require an 800 gpm pump station, pipelines, and a 1 MG tank.
- An upgrade in pumping capacity from Zone 10 to Zone 11E will be needed to facilitate delivery of water to Zones 13E and 14E.

BACKGROUND

The Santaquin City Drinking and Pressurized Irrigation Water Master Plans were last updated in 2020, and finalized early in 2021. Following the update to the water master plans, the general plan was updated and planned future land uses were modified in some areas. Further analysis is needed to confirm that infrastructure will be adequate to provide service to future developments under newly planned land uses.

PRESSURE ZONES

Approximate boundaries of existing and future pressure zones were defined as part of the City's 2021 drinking water and pressurized irrigation (PI) system master plans. Figure 1-3 in the drinking water master plan shows existing and planned future pressure zones. It is included for reference in Appendix A.

There is presently no drinking or PI water infrastructure available to serve Zones 13E and 14E. The PI system presently serves as high as Zone 11E and is planned to serve Zone 12E in the future. It was determined during the master planning effort that a separate pressurized irrigation (PI) system would not be constructed in Zones 13E and 14E.

STUDY AREA

The study area for this evaluation consists of about 550 acres and includes parcels as specified by CanyonStone. Some of these parcels will be part of an upcoming annexation application. Others are anticipated to be annexed in the future, but are included in this analysis to provide a proper big-picture understanding of the water infrastructure needed to serve the wider area.

The study area boundary contains areas planned to be served in pressure Zones 11E, 12E, 13E, and 14E. See Figure 1.

DEVELOPMENT SCENARIO

CanyonStone has proposed to construct development consistent with the latest City general plan. To evaluate development under this scenario, the following parameters were used:

- For areas in the general plan characterized as "New Neighborhood with Open Space," an average development density of 7.5 units per acre was used for analysis.
- For areas in the general plan characterized as "Hillside Protection/Large Lot," an average development density of 3 units per acre was used for analysis.
- Irrigable acreage was assumed to comprise 45% of buildable acreage within the study area. This value is consistent with other suburban development in Santaquin and accounts for irrigable acreage on private land as well as in parks, open space, and schools.

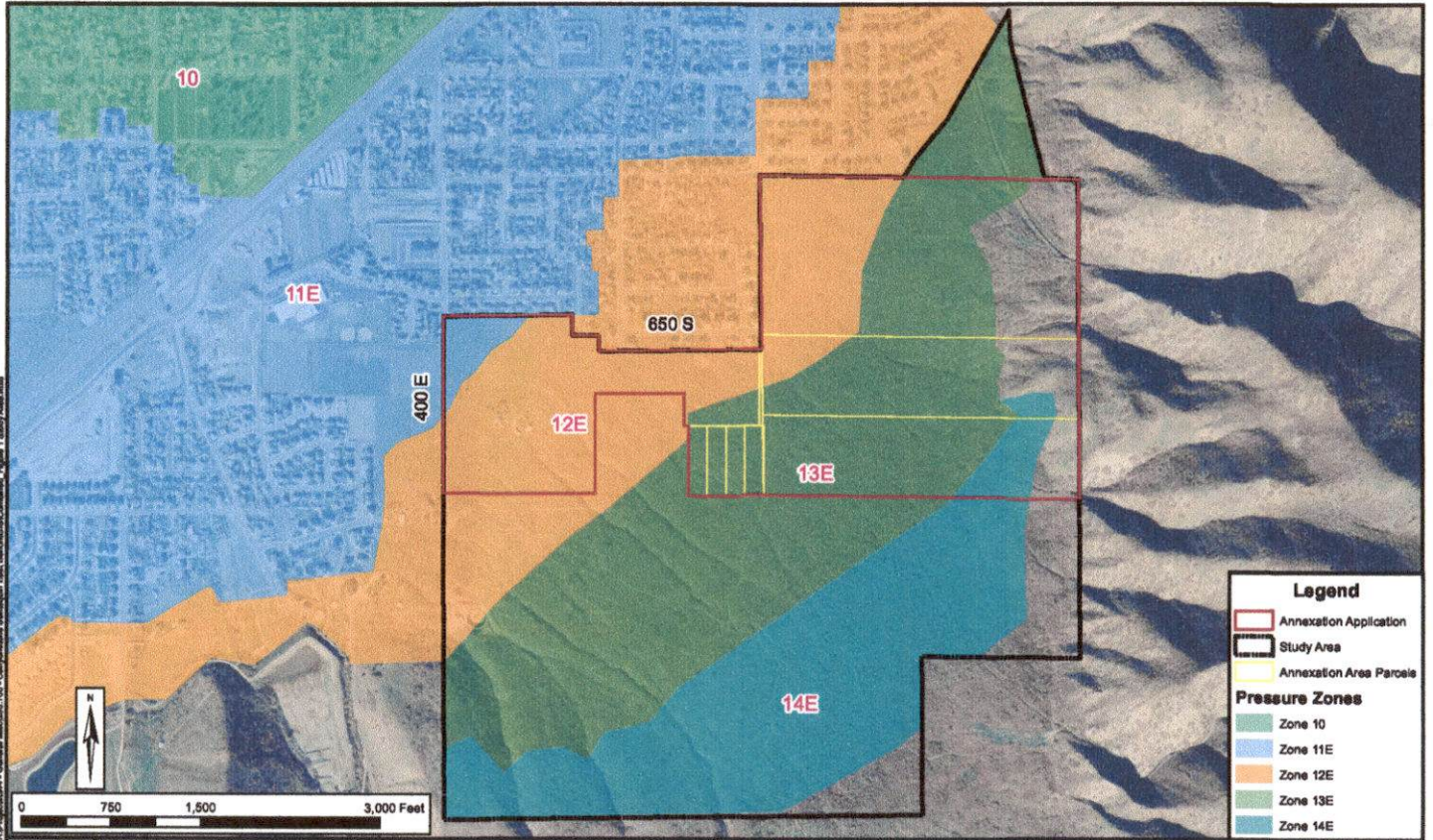
Figure 2 shows the land use classification of the parcels within the study area.

The proposed development density differs from what was assumed in the most recent update of the Santaquin City Drinking and Pressurized Irrigation Water Master Plans (which was completed prior to the recent general plan update). As such, an amendment to the master plan is necessary to identify the infrastructure needed to serve the study area at the development density proposed.

Figures from the master plans that show assumed density of ERCs and percentage of land irrigated are included for reference in Appendix A.

ASSUMPTIONS

The following assumptions were made for this analysis:



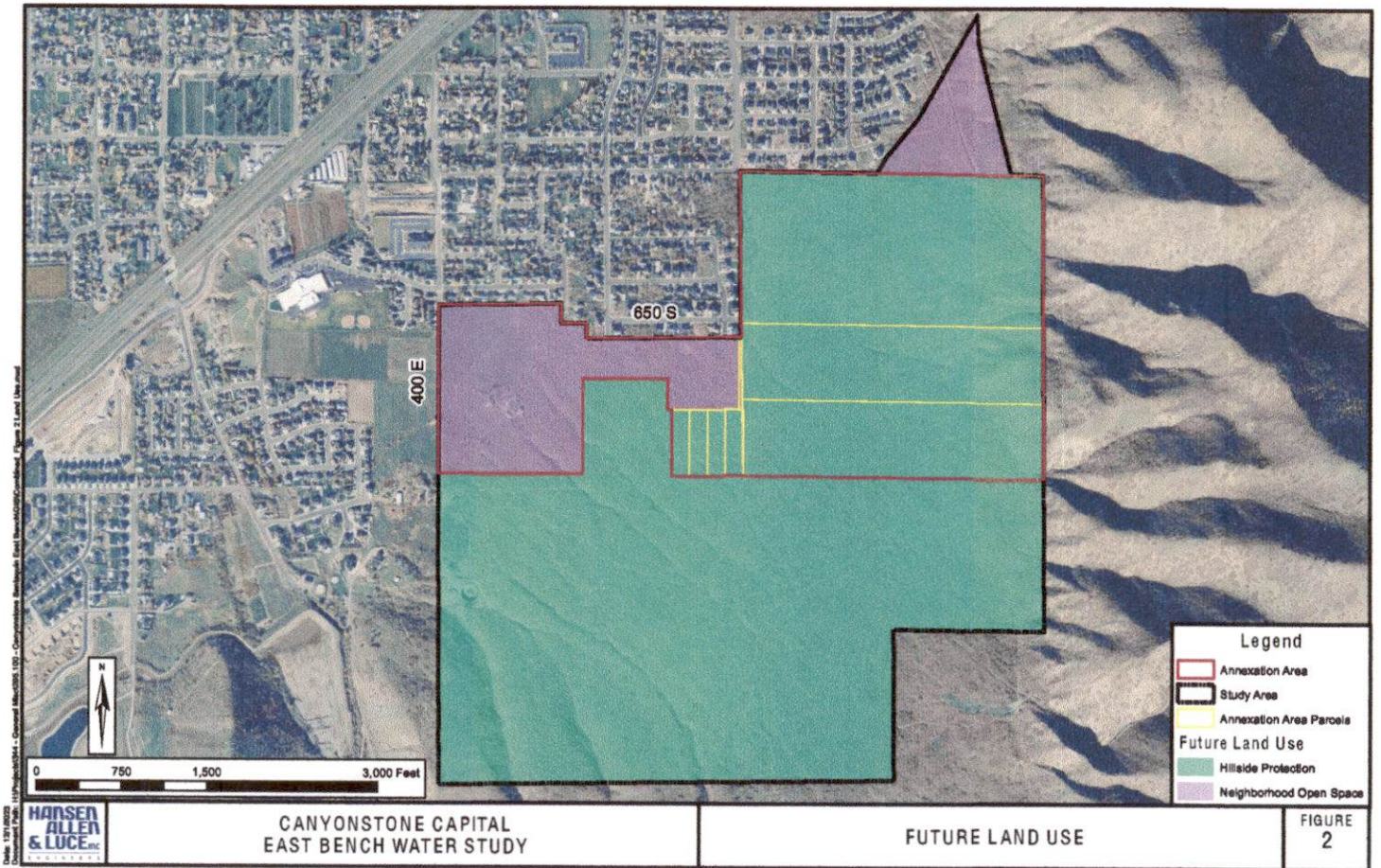
0 750 1,500 3,000 Feet



**CANYONSTONE CAPITAL
EAST BENCH WATER STUDY**

ANNEXATION AND STUDY AREAS

**FIGURE
1**



1. To provide water rights capacity for the development area, land developers will find and dedicate water rights to Santaquin City as specified in Santaquin City Code 8.04.100.
2. The local fire authority will specify a maximum fire flow requirement of 1,500 gpm for 2 hours.
3. The development will be a standard suburban development with land uses and water uses typical of other suburban development in Santaquin.
4. This is a planning-level analysis that will be updated and refined as the development concept for the area is developed.

DESIGN PARAMETERS

The proposed future system was designed using the parameters in Table 1. They are consistent with the level of service standards for Santaquin City, which were evaluated as part of the City's master plans. Indoor water demands are computed based on equivalent residential connections (ERCs). Outdoor water demands are computed based on irrigated acreage.

Table 1: Design Parameters

Parameter	Drinking Water	Pressurized Irrigation
Minimum System Pressure	40 psi	40 psi
Maximum System Pressure	120 psi	120 psi
Maximum Daily Pressure Variation	20 psi	20 psi
Peak Day Demand	500 gpd per ERC ¹	8.0 gpm per irrigated acre
Peak Instantaneous Demand	0.69 gpm per ERC	16.8 gpm per irrigated acre
Average Yearly Demand	0.336 ac-ft per ERC	4.0 acre-feet per irrigated acre
Equalization Storage Requirement	360 gal per ERC	9,200 gal per irrigated acre
Fire flow requirement	1,500 gpm for 2 hours	N/A

1. The Santaquin City level of service requires that the indoor demand must be able to be met with the largest-producing drinking water source out of production.

SOURCE REQUIREMENTS

Water demands were forecasted based on the development projections and the level of service standards in Table 1.

Indoor Water

Indoor water demands for the annexation application area and the study area were projected as shown in Table 2.

Table 2: Indoor Water Requirements

Pressure Zone	Annexation Application Area			Study Area Total		
	ERCs	Peak Day Source (gpm)	Average Yearly Source (ac-ft)	ERCs	Peak Day Source (gpm)	Average Yearly Source (ac-ft)
11E	47	16.3	15.8	47	16.3	15.8
12E	461	160.1	154.9	565	196.2	189.8
13E	304	105.6	102.1	776	269.4	260.7
14E	26	9.0	8.7	405	140.6	136.1
Totals	838	291.0	281.6	1,793	622.6	602.4

Irrigation Water

Pressurized Irrigation water demands for the annexation application area and the study area were projected as shown in Table 3.

Table 3: Outdoor Water Requirements

Pressure Zone	Annexation Application Area			Study Area Total		
	Irrigated Acreage	Peak Day Source (gpm)	Average Yearly Source (ac-ft)	Irrigated Acreage	Peak Day Source (gpm)	Average Yearly Source (ac-ft)
11E	2.8	22.4	11.2	2.8	22.4	11.2
12E	36.6	292.8	146.4	52.2	417.6	208.8
13E	43.5	348.0	174.0	102.6	820.8	410.4
14E	3.8	30.4	15.2	60.8	486.4	243.2
Totals	86.7	693.6	346.8	218.4	1747.2	873.6

Water Rights

Santaquin City Code 8.04.100 requires either dedication of water rights or payment of money in lieu of water rights in order to serve development. Because land in the study area is historically non-irrigated, the code specifies that the requirement is to be satisfied with payment in lieu of water rights.

Table 4 includes a summary of water rights requirements for the annexation application area and the study area.

Table 4: Water Rights Requirement

Area	Area (ac)	Water Rights Requirement (ac-ft/Irr-ac)	Water Rights Requirement (ac-ft)
Annexation Application Area	227	3	681
Remaining Study Area	317	3	951
Totals	544	-	1,632

The water rights requirement calculated in Table 4 is about 10% greater than the sum of the requirements calculated in Tables 2 and 3, chiefly because of the presence of unbuildable slopes within the study area.

Water Conservation

It is recommended that water conservation strategies be considered in the development of the land use concept for the area. It may be possible to reduce water requirements by preserving natural open space, xeriscaping, or employing other water conservation strategies.

STORAGE REQUIREMENTS

There is presently no storage facility in the Santaquin City drinking water system capable of providing service to the areas of the study area within Zones 13E or 14E. Storage capacity must be sufficient for equalization, emergency, and fire suppression purposes.

Fire Suppression Storage

The Santaquin City Fire Chief has recommended a minimum available fire flow requirement of 1,500 gpm for 2 hours (180,000 gallons) for every residential area in Santaquin City. Fire storage exists in Zones 11E and 12E and will be necessary in Zones 13E and 14E.

Equalization and Emergency Storage

The level of service for Santaquin City includes 360 gal/ERC to provide storage for equalization (i.e. water held in reserve to meet peaks in demand) and emergency purposes.

Storage Requirements

A summary of the total storage requirement for the study area is shown in Table 5.

Table 5: Storage Requirements within Study Area

Pressure Zone	ERCs	Irrigated Acreage	Indoor Equalization Storage (gal)	Outdoor Equalization Storage (gal)	Fire Storage (gal) ¹	Storage Requirement (gal)
11E	47	2.8	16,920	25,760	0	42,680
12E	565	52.2	203,400	480,240	0	683,640
13E	776	102.6	279,360	943,920	180,000	1,403,280
14E	405	60.8	145,800	559,360	180,000	885,160
Totals	1793	218.4	645,480	2,009,280	360,000	3,014,760

1. Fire storage currently exists in Zones 11E and 12E; therefore, no additional requirement is listed in this table.

Conclusions regarding storage capacity are as follows:

- The future Zone 13E tank requires a capacity of approximately 1.5 MG.
- The future Zone 14E tank requires a capacity of approximately 1.0 MG.

COMPARISON TO MASTER PLAN PROJECTIONS

Growth projections in the drinking water system are expressed in terms of Equivalent Residential Connections (ERCs) for indoor use and irrigable acreage (Irr-ac) for outdoor use. One ERC is equivalent to the amount of water used by a typical single-family residence in Santaquin City. Water users that use more water than a typical residence would be assigned a water use value consisting of multiple ERCs.

Within the study area, ERCs were calculated for pressure zones 11E and 12E at the proposed density and compared to the amount of ERCs assumed in the City's most recent master plan update. See Table 6. Because the study area contains the entirety of Zones 13E and 14E, and because no infrastructure currently exists in these zones, a comparison for these zones is not listed.

Table 6: Proposed and Master Plan Indoor Water Requirements within Annexation Application Area

Pressure Zone	Acreage	Master Plan ERCs	Proposed ERCs	Change (ERCs)	Change in Source Requirement (gpm)	Change in Storage Requirement (gal)
11E	7	26	47	+21	+7.3	+7,560
12E	81	389	565	+176	+61.1	+63,360
Totals	88	415	612	+197	+68.4	+70,920

A comparison of projected irrigable acreage for the development concept and from the City's master plans in Zones 11E and 12E is shown in Table 7.

**Table 7: Proposed and Master Plan Outdoor
Water Requirements within Annexation Application Area**

Pressure Zone	Master Plan Irr-Ac	Proposed Irr-Ac	Change (Irr-ac)	Change in Source Requirement (gpm)	Change in Storage Requirement (gal)
11E	3	3	0	0	0
12E	54	37	-17	-136	-156,400
Totals	57	40	-17	-136	-156,400

A change to higher development density results in more ERCs and fewer irrigated acres.

REMAINING SYSTEM CAPACITY

Remaining system capacity was estimated based on information in the master plan and rough projections of development that has occurred since that time. Details are included in Appendix B.

Remaining Source Capacity

Table 8 includes summary information about remaining source capacity in the system and by pressure zone.

Table 8: Estimated Drinking Water System Source Capacity

Drinking Water Source Parameter	Remaining Capacity (gpm)	Annexation Application Area Requirement (gpm) ¹	Study Area Requirement (gpm) ¹
System Source	1,541	669	1,930
System Source Considering Redundancy	-355	669	1,930
Zone 11E Pumping	723	16	16
Zone 12E Pumping	680	160	196

1. Includes indoor water only for Zones 11E and 12E and both indoor and outdoor water for Zones 13E and 14E.

The pumps serving Zones 11E and 12E have sufficient capacity to convey water to the study area. Source capacity is adequate with all sources operating. However, a deficiency would exist if the City's largest source were to fall on a peak day.

Remaining capacity in the PI system is characterized in Table 9.

Table 9: Estimated PI Water System Source Capacity

PI Water Source Parameter	Remaining Capacity (gpm)	Study Area Requirement (gpm)
Zone 11E Pumping	1,180	22

Pumping capacity in Zone 11E is adequate for the study area. It is assumed that the City has acquired additional Irrigation water shares from developers to maintain capacity within the system.

Remaining Storage Capacity

Remaining capacity in drinking water system storage facilities is characterized in Table 10.

Table 10: Estimated Drinking Water Storage Capacity

Storage Parameter	Remaining Capacity (gal) ¹	Study Area Requirement (gal) ²
Zone 11E Storage	680,000	16,920
Zone 12E Storage	500,000	203,400
Zone 13E Storage	0	1,403,280
Zone 14E Storage	0	885,160
Total Storage	750,000	2,508,760

1. Storage held in higher zones can be utilized in lower zones. Up to 500,000 gallons of that could be used in Zone 12E, or up to 680,000 in Zone 11E, but not more than 750,000 gallons in total.
2. Zones 11E and 12E include indoor equalization storage requirements only. Zones 13E and 14E include indoor and outdoor equalization requirements and fire flow requirements.

Storage facilities are needed to serve Zones 13E and 14E. Existing storage capacity remains in Zones 11E and 12E.

Remaining capacity in PI water system storage facilities is characterized in Table 11.

Table 11: Estimated PI Water Storage Capacity

Storage Parameter	Remaining Capacity (gal)	Study Area Requirement (gal) ¹
Zone 11E Storage	1,740,044	25,760
Zone 12E Storage	0	480,240
Total Storage	1,740,044	506,000

1. A pump station will utilize storage in the Zone 11E tank to serve Zone 12.

The PI system presently has capacity remaining.

Remaining Distribution and Fire Flow Capacity

Distribution facilities are sized to maintain the level of service pressure requirements as listed in Table 1.

Fire flow capacity in Zone 12E is limited. Areas south of 650 S in Zone 12E presently do not have capacity to deliver a fire flow of 1,000 gpm. Constructing a looped connection north of 650 S would increase fire flow capacity in the Zone 12E portions of the study area to 1,000 gpm (assuming sufficient looping and connectivity are provided by the developer to all areas). Constructing a pipe to connect through to the Foothill Village booster station would provide a fire flow capacity of 1,500 gpm. See Figure 3.

HYDRAULIC MODELING

Several hydraulic models were prepared to simulate system demands as they would be when the proposed development is built out. Demands were allocated to the model for each of the proposed areas in the development. Tanks and pumps were sized based on the proposed demands and infrastructure requirements as calculated in previous sections of this report. Pipes were also sized to ensure that pressure swings and pipe velocities were appropriate and that all level of service requirements were met.

Recommendations for future infrastructure are based on model output.

RECOMMENDED INFRASTRUCTURE

Modifications and additions to master plan infrastructure are required to accommodate the changes in planned land use. This section includes a description of recommended major infrastructure, organized by pressure zone.

Offsite Infrastructure

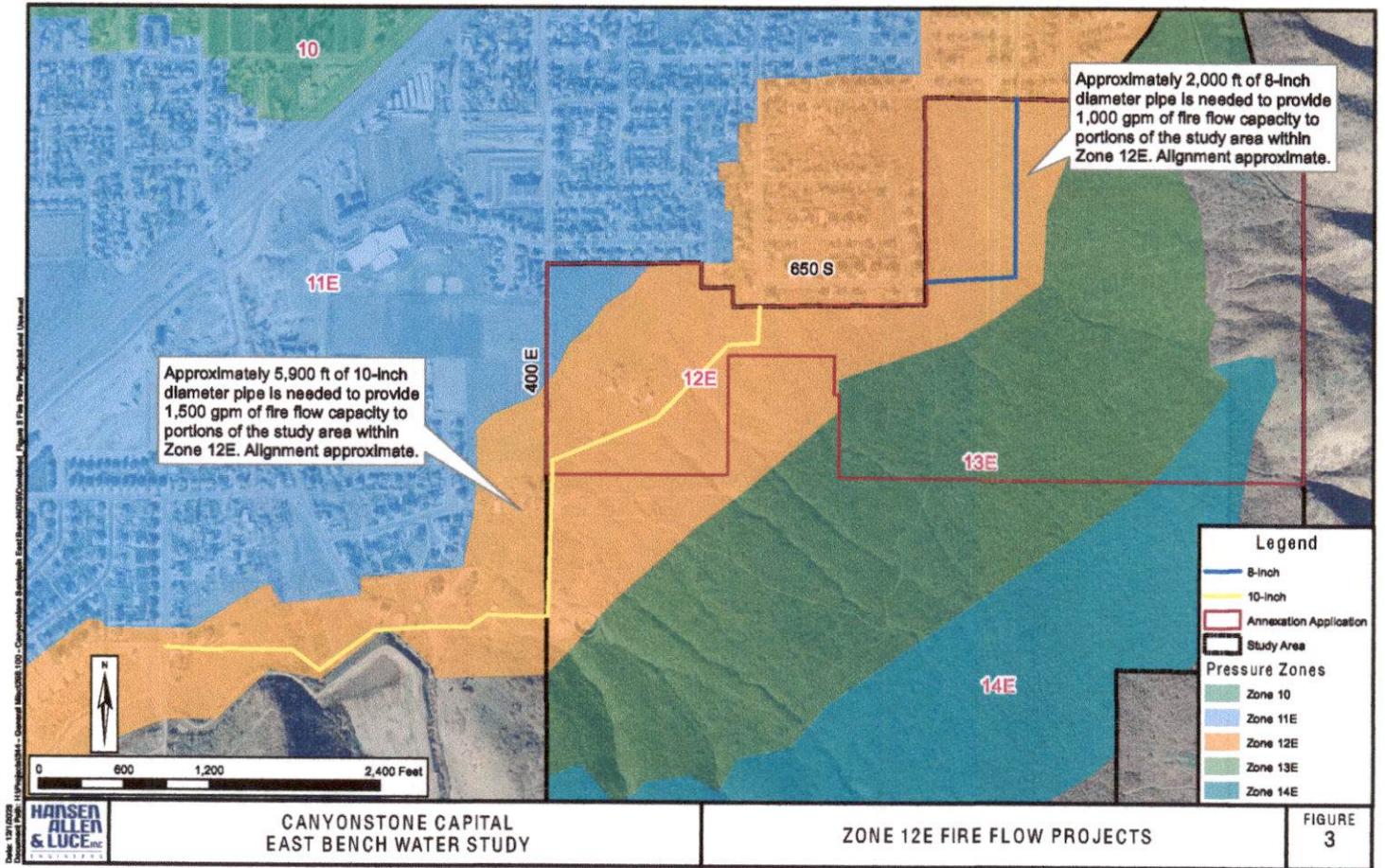
Based on information contained in the Santaquin City Drinking Water Master Plan, drilling a new well is the recommended approach to provide additional source and maintain redundancy in the drinking water system. It is anticipated that more source capacity will be needed soon. Further consultation with Santaquin City is necessary to more accurately define when a new well is necessary.

A previous hydrogeologic evaluation indicated that the east bench is not a promising site for a future well. Drilling a well elsewhere in Santaquin and boosting it to the study area is the recommended approach.

Drinking water master plan project 10 will eventually be required to provide additional conveyance to the Zone 10 Tank. Exact timing of these improvements depends on both development within the study area and elsewhere in the City.

Zone 11E

The following infrastructure projects are recommended to increase capacity in Zone 11E enough to accommodate development in the study area:



- Upgrade the capacity of the Zone 10 to Zone 11E pump station. Projections indicate that the pump station will need a total capacity of at least 3,200; however, this number can be refined with more detailed study prior to design.
- Construct approximately 1,200 ft of 20-inch diameter pipe to provide conveyance between the Zone 10 and Zone 11E tanks.

Zone 12E

Recommended master plan facilities within Zone 12E are as follows:

- The drinking water master plan calls for a 10-inch diameter drinking water pipe extending south and west from the intersection of 650 S and 690 E. See Figure 4. This project is listed as project 6 in the drinking water master plan.
- The PI water master plan calls for a future PI pump station to serve Zone 12E. Its planned location is near the western end of the study area. Several PI pipes in Zone 12E must also be upsized to meet master plan requirements. See Figure 5. This project is listed as project 9 in the PI water master plan.

Zone 13E

Recommended master plan facilities within Zone 13E are as follows:

- A pump station from the Zone 11E tank with a capacity of 2,000 gpm
- A 1.5 MG tank
- A 16-inch diameter transmission line between the pump station and the tank
- A 10-inch diameter pipe to serve the north end of the zone.

Zone 14E

Recommended master plan facilities within Zone 14E are as follows:

- A pump station from the Zone 13E tank with a capacity of 800 gpm
- A 1.0 MG tank
- 12-inch diameter transmission line between the pump station and the tank

Summary

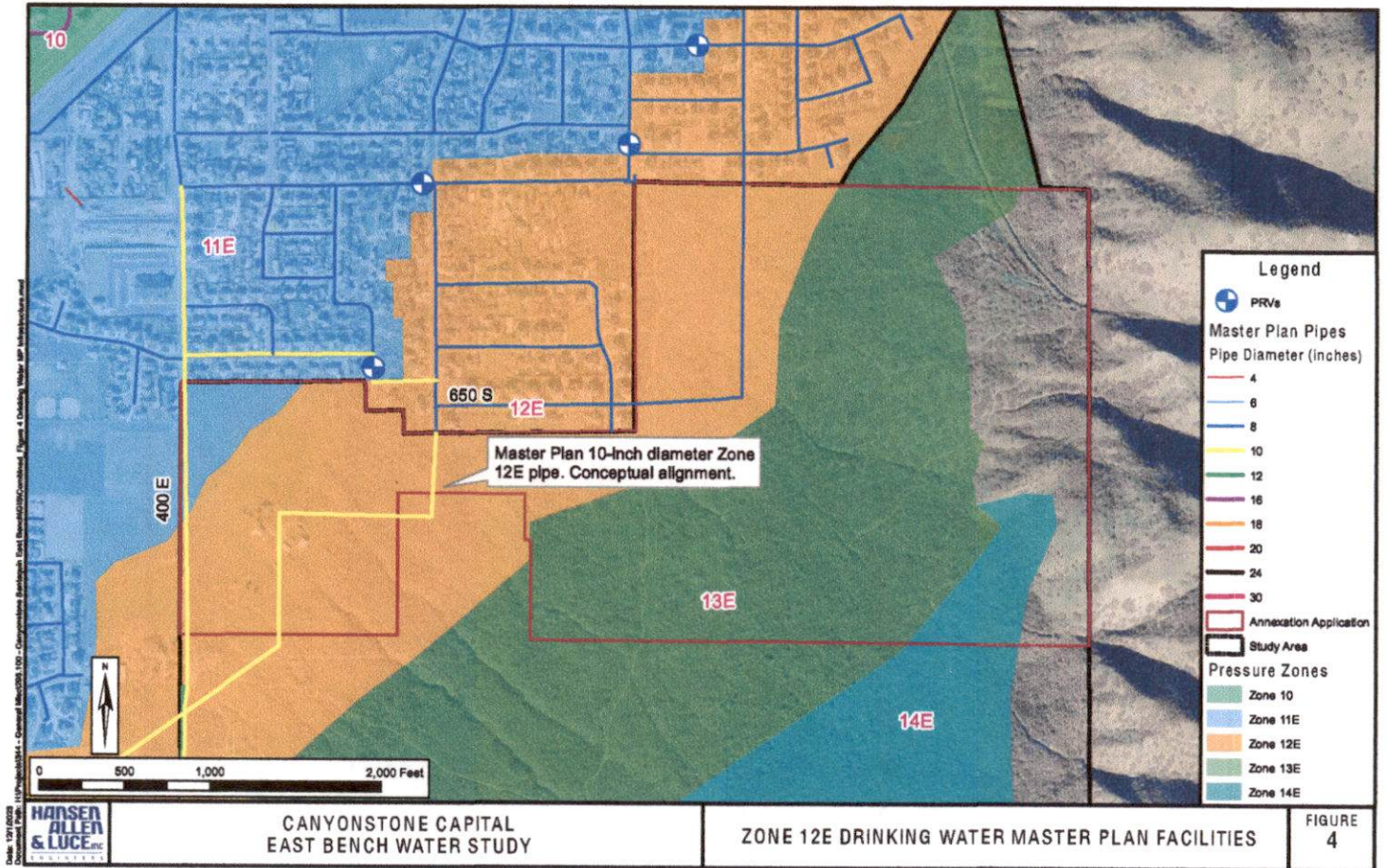
A summary of recommended off-site and Zones 13E and 14E infrastructure is shown on Figure 6.

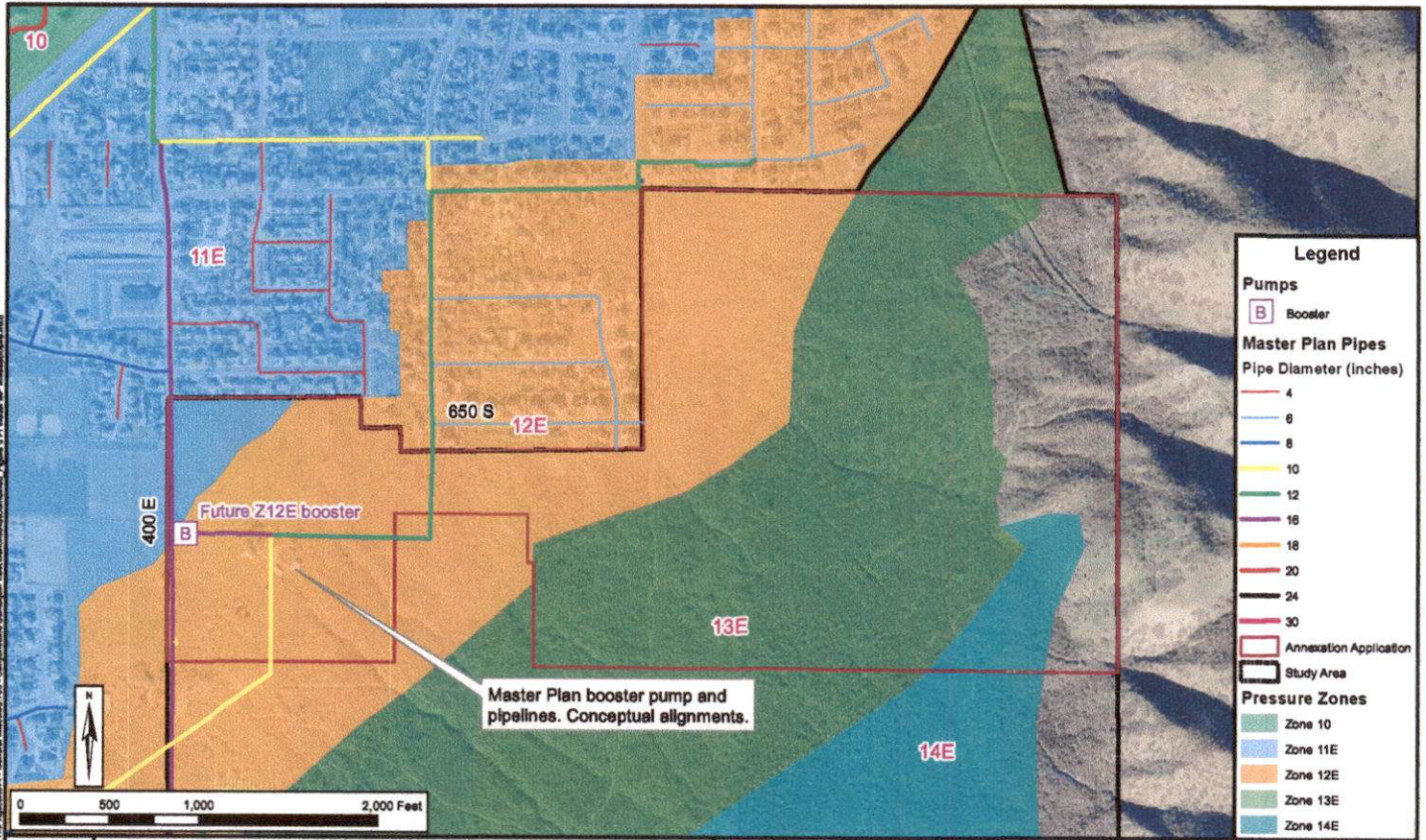
CONCLUSIONS AND RECOMMENDATIONS

Recommendations to meet the system requirements outlined in the previous sections are discussed in this section.

System-Wide Considerations

Conclusions and recommendations regarding capacity in the entire water and PI systems are as follows:





Legend

Pumps

- Booster

Master Plan Pipes

Pipe Diameter (Inches)

- 4
- 6
- 8
- 10
- 12
- 16
- 18
- 20
- 24
- 30

Annexation Application

Study Area

Pressure Zones

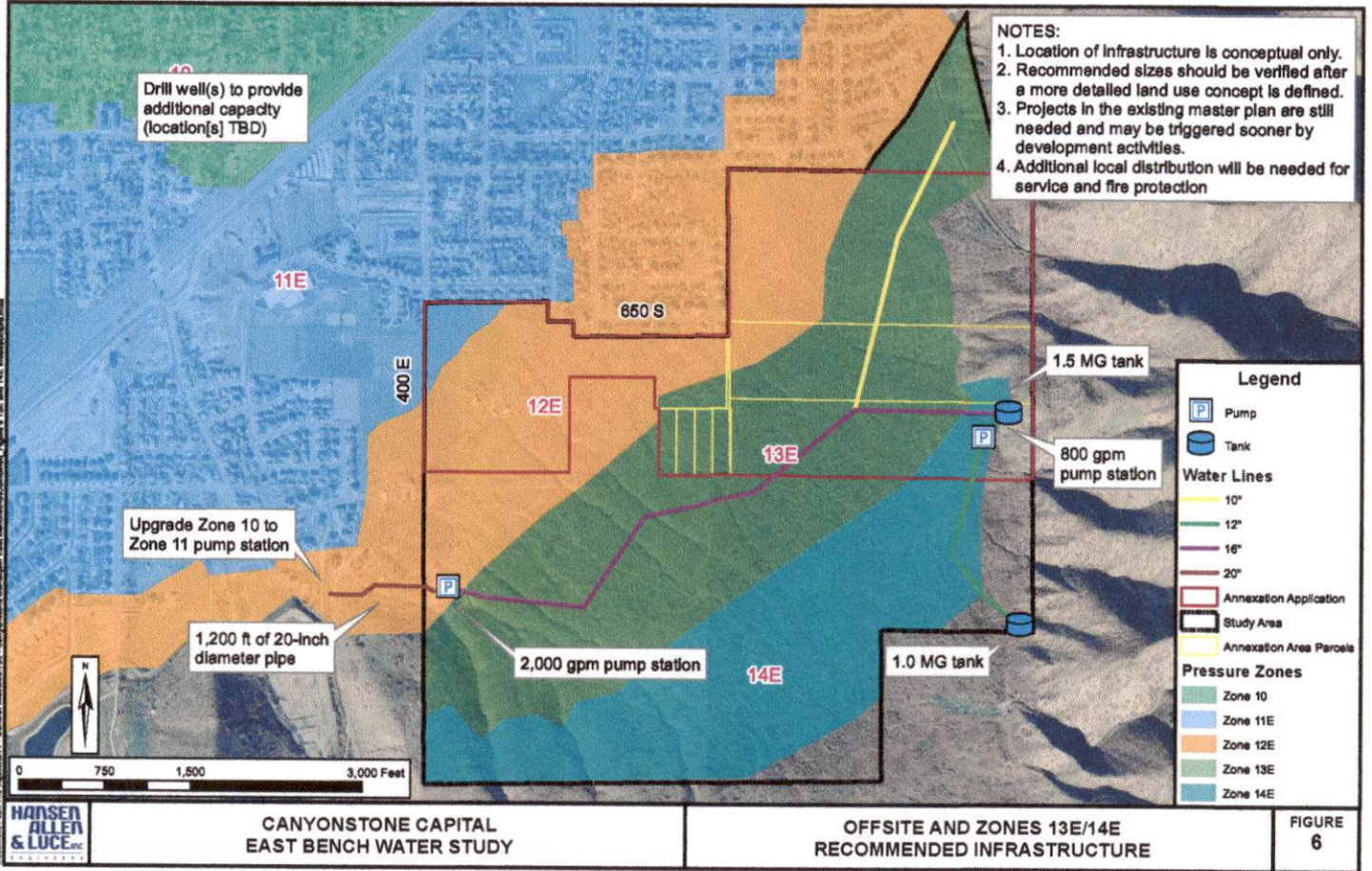
- Zone 10
- Zone 11E
- Zone 12E
- Zone 13E
- Zone 14E



CANYONSTONE CAPITAL
EAST BENCH WATER STUDY

ZONE 12E PI WATER MASTER PLAN FACILITIES

FIGURE
5



- Sufficient storage capacity exists in the drinking water system to serve areas within the study area and Zones 11E and 12E. Zones 13E and 14E will require new storage facilities.
- Sufficient storage capacity exists in the PI water system to serve areas within the study area and Zones 11E and 12E. Zones 13E and 14E are not planned to have separate PI service.
- Sufficient source capacity exists in the drinking water system, assuming all source facilities are operational.
- If the City's largest water source were to fail on the peak day, a deficit of approximately 355 gpm would be observed in the drinking water system under existing conditions.
- An additional well will be needed to provide source and redundancy to Santaquin City as it grows. A well within the study area is not expected to have a high yield; as such, an off-site well is recommended.

Pressure Zone 11E

Conclusions and recommendations for Zone 11E are as follows:

- The portion of the study area in Zone 11E is quite small and changes as compared to the previous master plans are minor.
- The only modifications to the master plan in Zone 11E are related to conveying water through Zone 11E to higher zones. The portion of the study area within Zone 11E can be served as long as local water infrastructure is sized to provide appropriate conveyance and fire flow capacity.

Pressure Zone 12E

Conclusions and recommendations for Zone 12E are as follows:

- Drinking water pipeline projects are needed to provide fire flow capacity to most areas of Zone 12E.
- Master planned pipelines for Zone 12E are needed within the study area for both the drinking water and PI water systems.
- Santaquin City should work to secure property for a future master planned pressurized irrigation pump station to serve Zone 12E. This pump station will be needed to maintain adequate storage capacity in the drinking water system.
- Sufficient capacity exists in the Zone 12E drinking water pump station to meet projected demands within the study area.

Pressure Zones 13E and 14E

New infrastructure is needed in Zones 13E and 14E as recommended in this memo.

Source Recommendations

Based on information contained in the Santaquin City Drinking Water Master Plan, drilling a new well is the recommended approach to provide additional source and maintain redundancy in the drinking water system.

Previous hydrogeologic evaluations have shown that the east bench is not a promising site for a future well. Drilling a well elsewhere in Santaquin and boosting water to the east bench is the recommended approach.

APPENDIX B

Estimated System Capacity

REMAINING SYSTEM CAPACITY

The City's 2021 drinking water and PI water master plans list capacity remaining in the system as of year 2020. This document includes a high-level approximation of changes since that time. Santaquin City may wish to provide more detailed information to refine these calculations.

Changes since the master plan were produced are estimated as follows:

- As contained in data reported to the Utah Division of Water Rights, 883 units were constructed between years 2020 and 2022.
- It is estimated that approximately 300 units have been constructed in year 2023.
- Units constructed since the master plan was produced can then be calculated as $883 + 300 = 1,183$. This number was rounded to 1,200 for analysis purposes.
- The construction of the City's Zone 11W PI project removed approximately 95 acres from drinking water service (see Table 2-2 in the drinking water master plan).
- As a conservative estimate, 50 additional irrigated acres are assumed to have been constructed in Zone 11E and 50 more in other areas of the system, for a total of 100 irrigated acres in the system as a whole.

DRINKING WATER STORAGE CAPACITY

Remaining storage capacity in the drinking water system is estimated as follows:

- Storage capacity remaining at the time of the master plan was 0.31 MG (see Table 4-3).
- At the level of service, considering 1,200 units constructed and 95 irrigated acres removed, remaining storage capacity is estimated as 0.75 MG.

DRINKING WATER SOURCE CAPACITY

Remaining source capacity in the drinking water system is estimated as follows:

- Source capacity remaining at the time of the master plan was 1,198 gpm (see Table 3-4).
- At the level of service, considering 1,200 units constructed and 95 irrigated acres removed, remaining source capacity is estimated as 1,541 gpm.

DRINKING WATER SOURCE CAPACITY CONSIDERING REDUNDANCY

Remaining source capacity in the drinking water system, considering redundancy, is estimated as follows:

- Source capacity, considering redundancy, remaining at the time of the master plan was 62 gpm (see Table 3-4).
- At the level of service, considering 1,200 units constructed, a deficit in source capacity of 355 gpm is estimated, considering redundancy.

PI WATER SOURCE CAPACITY

Remaining source capacity in the PI water system is estimated as follows:

- Source capacity remaining at the time of the master plan was 90 gpm (see Table 3-6). It

Is assumed that Santaquin has been acquiring additional water shares from development to stay ahead of demand.

- Remaining pumping capacity to Zone 11E at the time of the master plan was 1,580 gpm (see Table 3-4). Considering 50 irrigated acres constructed, **remaining pumping capacity to Zone 11E is 1,180 gpm.**

PI WATER STORAGE CAPACITY

Remaining storage capacity in the PI water system is estimated as follows:

- Storage capacity remaining at the time of the master plan was 16.94 ac-ft or 5.52 MG (see Table 4-3).
- At the level of service, considering 100 irrigated acres constructed in the system, 95 irrigated acres taken off drinking water service and placed on PI service, and a new 10 ac-ft pond constructed, **remaining storage capacity is estimated as 21.43 ac-ft or 6.98 MG.**
- Storage capacity remaining in Zone 11E at the time of the master plan was 6.75 ac-ft or 2.2 MG (see table 4-3).
- At the level of service, considering 50 irrigated acres constructed in Zone 11E, **remaining storage capacity is estimated as 5.34 ac-ft or 1.74 MG.**



RESOLUTION 06-01-2024

A RESOLUTION AUTHORIZING SANTAQUIN CITY PICKUP OF TIER II PUBLIC SAFETY AND FIREFIGHTER EMPLOYEE RETIREMENT CONTRIBUTIONS UNDER THE UTAH STATE RETIREMENT SYSTEM (URS)

WHEREAS, URS requires the participating entities to determine if their organization elects to pick-up the “Employee” contribution and the amount of the pickup, for their Tier II Public Safety and Firefighter employees participating in the Defined Benefit (DB) Hybrid; and

WHEREAS, the City is required under Subsection 49-23-401(1)(b) to make an equal nonelective contribution to Public Safety and Firefighter employees who participates in the Tier II Defined Contribution (DC) Plan, and

WHEREAS, URS Contribution Rates have been published for Fiscal Year 2024-2025 showing increases to Public Safety and Firefighter Tier II Defined Benefit “Employee” Contributions from 2.59% (FY 2023-2024) to 4.73% (FY 2024-2025); and

WHEREAS, in 2020 Santaquin City elected to pick up the “Employee” Contribution in the Tier II DB Hybrid System for Public Safety employees and make an equal 401K Employer Contribution to Tier II Public Safety in the Defined Contribution (DC) as required by law; and

WHEREAS, in 2021 Santaquin City elected to pick up of the “Employee” Contribution in the Tier II DB Hybrid System for Firefighter employees and make an equal 401K Employer Contribution to Tier II Public Safety in the Defined Contribution (DC) as required by law; and

WHEREAS, Santaquin City desires to pick-up the “Employee” Contributions for employees participating in the Public Safety and Firefighter Tier II Defined Benefit (DB) Hybrid Plan and make a 401K Employer contribution for employees participating in the Public Safety Defined Contribution (DC) Plan (as required); and

WHEREAS, In 2018, with a desire to create a strategic enticement to retain and recruit police officers, the Santaquin City Council elected to create a new program for its full time public safety personnel known as “Tier II Parity”, in which Santaquin City would pay an equivalent retirement contribution for all of its full time police officers regardless of whether the officer was considered a “Tier I” employee or a “Tier II” employee as defined by URS;

the only unique aspect being that the Tier II employees would have the difference in their retirement contributions (from Tier II to Tier I) placed into a 401K retirement account; and

WHEREAS, Santaquin City desires to use a portion of the funds from its “Tier II Parity” program to pay for its public safety officer’s “Employee” contributions, while continuing to place the remainder of the difference between Tier II and Tier I employees into a 401K Retirement account as was done previously; and

WHEREAS, Santaquin City understands that these “Employee” Contribution rates are re-calculated each year by URS and may increase or decrease in the future, and can be increased if desired and approved by City Council, or decreased to the “Employee” contribution rate in coming years;

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

- Approve and submit the attached “Employer Election to Pick-Up Member: Tier II Public Safety and Firefighter Form”,
- Pick-Up “Employee” Contributions for Tier II Public Safety and Firefighter employees (as applicable in the future) participating in the Defined Benefit (DB) System in a maximum amount of 4.73% or the “Employee” contribution rate each year as determined by URS up to a maximum of 4.73%; and
- Make an Employer 401K Contribution for Tier II Public Safety Officers and Firefighter employees (as applicable in the future) participating in the Defined Contribution (DC) Plan in a maximum amount of 4.73% or the “Employee” contribution rate each year as determined by URS up to a maximum of 4.73%, as required; and
- To continue the Santaquin City “Tier II Parity” program by an amount reduced by the employer contributions through the aforementioned employer election to Pick-Up “Employee” Contributions: and
- Establish an Effective Date for the aforementioned “Employee” Contribution pick up and equal Employer 401K Contribution to be the pay period beginning June 30, 2024.

PASSED AND APPROVED this 4th day of June, 2024.

Daniel M. Olson, Mayor

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

Attest

Amalie R. Ottley, City Recorder



Utah Retirement Systems
 PO Box 1590
 Salt Lake City, UT 84110-1590
 801-366-7318 | 800-753-7318
 www.urs.org

Employer Election To Pick-Up Member Contributions

Tier 2 Public Safety and Firefighter Contributory System

Instructions:

1. This form is designed to notify URS of an Employer’s formal election to pick-up Member retirement contributions for Tier 2 Public Safety and Firefighter Employees.
2. This form and accompanying documentation must be returned to URS for processing.
3. A pick-up election is subject to federal law, resulting in tax and legal consequences, including limitations about the ability to modify or revoke the election. For information regarding employer pick-up contributions, please refer to federal law and guidance, including Internal Revenue Code Section 414 and IRS Revenue Ruling 2006-43. If you would like to update the *Employer Election to Pick-Up Member Contributions* form on file for your Tier 2 Public Safety and Firefighter employees, please input the total amount you are electing to pick-up. By submitting this information, it will amend your previous election, and it cannot be less than the previous pick-up amount.
4. An Employer should consult its legal, financial, and tax advisors if it has any questions concerning the consequences of Member contribution pick-ups and submitting this form.

SECTION A » EMPLOYER INFORMATION

Employer Name Santaquin City	Employer Number 469	Date 06/04/2024
Desired Effective Date: <u>Pay Period Beg 6/30/2024</u> (The effective date must be after the date that the pick-up election was formally adopted as provided in the attached documentation.)		

SECTION B » PICK-UP AMOUNT(S)

The above-named Employer certifies that it has taken formal action to provide that the contributions on behalf of its covered employees in the following URS System, although designated as employee contributions, will be paid by the employer in lieu of employee contributions. (Check the box and fill in the portion of employee contributions picked-up for each class of employees below.)

Please also attach written documentation to this form that provides evidence that the Employer formally elected to prospectively pick-up specified employee contributions. (For example, ordinance, resolution, governing body meeting minutes, etc.)

Note: If you are picking-up contributions for public safety, and firefighter employees, check all the boxes

- Tier 2 Public Safety and Firefighter Contributory Retirement System, with the following pick-up election that will be paid by the Employer in lieu of employee contributions for members serving as a **Public Safety Officer**:
 - 4.73 % of salary. (*e.g., 4.73% of salary)
- Tier 2 Public Safety and Firefighter Contributory Retirement System, with the following pick-up election that will be paid by the Employer in lieu of employee contributions for members serving as a **Firefighter**:
 - 4.73 % of salary. (*e.g., 4.73% of salary) (if/when applicable in the future)

*These amounts are the required Member Contribution Rates effective July 1, 2024. Employers are not required to pay the full Member Contribution rate and may pick up a percentage of salary. The percentages included by the Employer may not exceed the required Member Contribution rate and cannot be less than the amount previously picked-up by the Employer.

SECTION C » CERTIFICATION AND SIGNATURE

I acknowledge, certify and understand the following:

- » I represent and have the authority to sign and submit this form on behalf of the Employer;
- » The Employer has taken all appropriate and necessary actions to make a formal Employer pick-up regarding employee contributions on behalf of its employees;
- » The election to pay for the Employee contributions shall constitute an Employer pick-up of designated contributions pursuant to Internal Revenue Code Section 414(h);
- » From and after the date of the pick-up election, an Employee may not: 1) have a cash or deferred election right with respect to designated Employee contributions; 2) be permitted to opt out of the pick-up; or 3) have the option of choosing to receive or receiving the contributed amounts directly instead of having them paid by the Employer to the specified system/plan;
- » In order for contributions to be considered paid by the employer, and therefore not subject to Social Security and Medicare tax (FICA), the Employer contributions: 1) Must be mandatory for all Employees covered by the retirement system; and 2) Must be a salary supplement and not a salary reduction—In other words, the Employer must not reduce employee salary to offset the amount designated as employee contributions;
- » Future modifications to this Employer election may be disallowed or limited;
- » The election authorized to be taken by the foregoing is not contrary to any governing provisions of the Employer;
- » I understand that URS is not providing the Employer legal, financial, or tax advice relating to making a “pick-up” election or submitting this form;
- » The information provided on this form and attached documentation is correct and can be relied upon by URS; and
- » I agree that the Employer will indemnify URS from and against any claims or other liability including attorney fees based upon the Employer’s failure to comply with pick-up election requirements.

Printed Name of Employer Representative (Binding Official) Daniel M. Olson	Signature of Binding Official	Title Mayor
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**COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF
SANTAQUIN CITY**

**RESOLUTION 06-01-2024-CDA
APPROVAL OF ADDENDUM #4 TO THE SANTAQUIN PEAKS, LLC
REAL ESTATE PURCHASE AGREEMENT**

WHEREAS, the Community Development and Renewal Agency of Santaquin City (the “Agency”) is a public agency pursuant to Title 17C of the Utah Code; and

WHEREAS, on November 7, 2023, the Agency approved Resolution 11-02-2023-CDA, approving an agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the “Purchase Agreement “); and

WHEREAS, on March 5, 2024, the Agency approved Resolution 03-01-2024 - CDA, approving Amendment #1 to the agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the “Purchase Agreement “); and

WHEREAS, on April 2, 2024, the Agency approved Resolution 04-01-2024 - CDA, approving Amendment #2 to the agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the “Purchase Agreement “); and

WHEREAS, on May 22, 2024, the Agency approved Resolution 05-02-2024 - CDA, approving Amendment #3 to the agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the “Purchase Agreement “); and

WHEREAS, the Agency and Santaquin Peaks, LLC, desire now to amend certain provisions of the Purchase Agreement, to extend certain deadlines for performance;

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY AS FOLLOWS:

SECTION 1: The attached Addendum #4 (Four) to the Real Property Purchase Agreement Between the Community Development and Renewal Agency of Santaquin City and Santaquin Peaks, LLC, is hereby approved.

SECTION 2: The Agency Board authorizes Chair Daniel M. Olson to execute all documents necessary to approve and effectuate the provisions of the Purchase Agreement.

SECTION 3: This Resolution shall become effective immediately upon passage.

APPROVED AND ADOPTED THIS 4th day of June, 2024.

Daniel M. Olson, Board Chair

Attest:

Amalie R. Ottley, Secretary

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

**ADDENDUM #4 (FOUR) TO THE
REAL PROPERTY PURCHASE AGREEMENT BETWEEN THE COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY, AND
SANTAQUIN PEAKS, LLC**

This **Addendum #4 (FOUR)** to the **REAL PROPERTY PURCHASE AGREEMENT** is made and entered into as of June 4, 2024, by the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”) and **SANTAQUIN PEAKS, LLC**, a Utah Limited Liability Company of the state of Utah (“Buyer”). Seller and Buyer are herein sometimes referred to individually as a “Party” and collectively as the “Parties.”

1. **WHEREAS**, the Parties entered into that certain Purchase and Sale Agreement dated as of November 9, 2023 (the “**Purchase Agreement**”), a copy of which is attached hereto as Exhibit 1, regarding the purchase and sale of approximately 5.37 acres of real property located within the City of Santaquin, Utah (the “**Property**”), more particularly described in the Purchase Agreement; and
2. **WHEREAS**, on March 5, 2024, the Agency approved Resolution 03-01-2024-CDA, approving Addendum #1 to the agreement with Santaquin Peaks, LLC, to the Purchase Agreement, a copy of which is attached hereto as Exhibit 2; and
3. **WHEREAS**, on April 2, 2024, the Agency approved Resolution 04-01-2024-CDA, approving Addendum #2 to the agreement with Santaquin Peaks, LLC, to the Purchase Agreement, a copy of which is attached hereto as Exhibit 3; and
4. **WHEREAS**, on May 22, 2024, the Agency approved Resolution 05-02-2024-CDA, approving Addendum #3 to the agreement with Santaquin Peaks, LLC, to the Purchase Agreement, a copy of which is attached hereto as Exhibit 4; and
5. **WHEREAS**, the Parties now desire to further amend the agreement as identified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties hereby agree to and adopt this Addendum #4 (Four) to the Real Property Purchase Agreement as follows:

1. Exhibit A to the Purchase Agreement is amended to include separate descriptions for Lot 1 (approximately 2.79 acres), and Lots 2 and 3 together (approximately 2.58 acres) as described in Exhibit A hereto.

2. **Section 4.** Section 4 is amended as follows:

4. Purchase Price: Purchase shall now be made in two separate purchase installments. Defined as Lot 1 and Lots 2 and 3, Illustrated in Exhibit A. Purchase Price to be \$836,626.00 for Lot 1 and Purchase Price to be \$773,654.00 for Lots 2 and 3, which amount does not include the optional \$25,000 per building/structure for Buyer financial participation for City Sewer System improvements as provided in Subparagraph 2.d.

4.b. Delivery of Deposit. The last sentence is amended as follows: “All portions of the original Deposit (“Deposit #1) as paid to the Closing Agent on 11-22-2023 shall be applied to the purchase price at the closing on Lot 1 and the additional deposit delivered to Seller pursuant to the provisions of this paragraph 4.b. shall be applied to the purchase price at closing on Lots 2 and 3.”

Additionally, the following paragraph is added to Section **4.b. Delivery of the Second Deposit “Deposit #2”**. “Within 5 business days of closing of the Property identified as Lot 1, as described in Exhibit A, consisting of approximately 2.79 acres, Buyer shall deliver a second earnest money Deposit (“Deposit #2”) for Lots 2 & 3 in the amount of \$50,000.00 as described in Exhibit A, consisting of approximately 2.58 acres. Deposit #2 for the purchase on Lots 2 & 3 shall be nonrefundable immediately upon payment.”

4.d. Third Earnest Money Deposit. On or before January 22, 2025, Buyer shall deliver a third earnest money deposit in the amount of \$50,000.00 (“**Deposit #3**”) to the Closing Agent. Deposit #2 and Deposit #3 shall be applied to the purchase of lots 2 and 3 as provided in Section 5 so long as Closing is accomplished on or before the date set forth in Section 5. In the event Buyer fails to close on the Property in accordance with the provisions of Section 5 of the Agreement, the Closing Agent shall deliver the Additional Deposit to Seller. Deposit #3 for the purchase on Lots 2 & 3 shall be nonrefundable immediately upon payment.

3. **Section 5. Closing,** The first sentence of Section 5 of the Agreement is amended to read as follows:

This transaction shall be closed at the offices of Provo Abstract Company, Inc. (“Closing Agent”) located at 105 East 300 South, Provo, Utah, or at any other place as the Parties may agree. Closing on that portion of the Property identified as Lot 1, as described in Exhibit A, consisting of approximately 2.79 acres shall occur on or before July 22, 2024. If not, Seller shall retain the Deposit and Buyer shall forfeit all further rights contained in this Purchase Agreement including but not limited to the purchase of Lots 2 and 3. If the Closing on Lot 1 proceeds as described herein, Closing on that portion of the Property identified as Lots 2 and 3, as described in Exhibit A, consisting of approximately 2.58 acres, shall occur on or before July 22, 2025. The provisions of Sections 5.a., 5.b., 6., 7., and 8., shall apply to each Closing and shall be adjusted as to the documents and the purchase price on a pro rata basis according to the portion of the Property that is the subject of each Closing to effectuate the purposes of this Purchase Agreement.

4. Except as herein provided, all portions of the Purchase Agreement and prior Addenda shall remain unchanged and enforceable.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Addendum #4 (Four) to the Agreement for Purchase and Sale on the dates set forth opposite their respective names below.

SELLER:

**COMMUNITY DEVELOPMENT AND RENEWAL
AGENCY OF SANTAQUIN CITY**

DATE: _____, 20__.

Daniel M. Olson, Chair

ATTEST:

Amalie R. Ottley, Secretary

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On this ____ day of _____, 20__, personally appeared before me, Daniel M. Olson who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.

Notary Public _____

BUYER:

SANTAQUIN PEAKS, LLC, a Utah corporation

By: _____
James Bradshaw, its Member, Partner

DATE: _____, 20__.

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this ____ day of _____, 20__, personally appeared before me,
James Bradshaw who, after being duly sworn, acknowledged to me that he is authorized to execute
this document and who executed the same.

Notary Public _____

EXHIBIT A
(PURCHASE AGREEMENT – AMENDED EXHIBIT A)

EXHIBIT 1
(PURCHASE AGREEMENT)

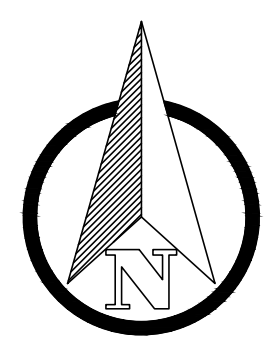
EXHIBIT 2
(ADDENDUM #1)

EXHIBIT 3
(ADDENDUM #2)

EXHIBIT 4
(ADDENDUM #3)

E:\Prof\Santaquin Summit Parkway-Number\08-Dwg\Sheets\Summit Ridge Sub Plat-Amendment_Final.dwg

4/30/2024



33
4
3
FOUND BRASS CAP MONUMENT

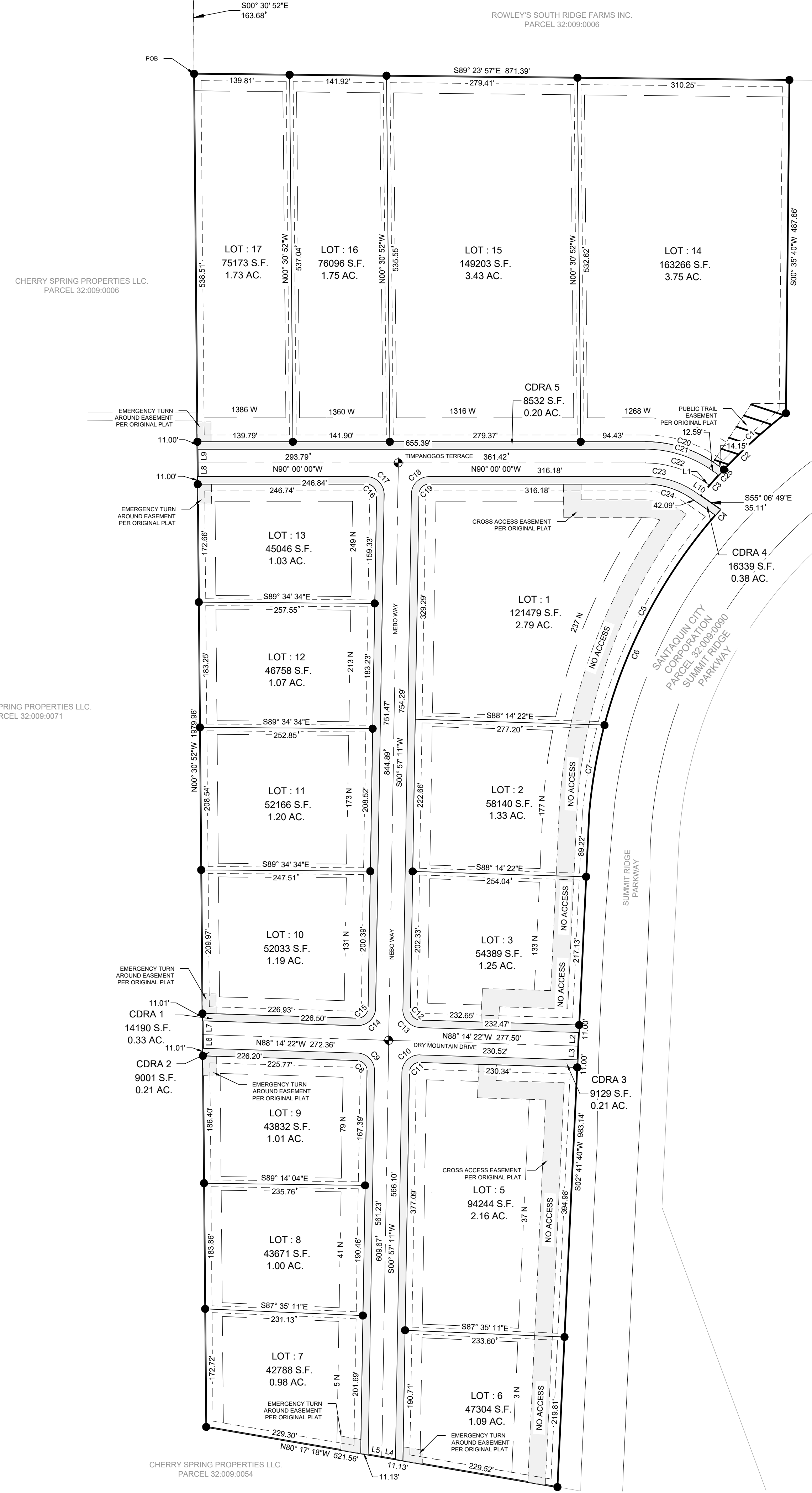
SECTION LINE
BASIS OF BEARING
N89°30'24"E 2649.01

34
3
FOUND BRASS CAP MONUMENT

34
3
35
CALCULATED POSITION
PER CORNER RECORD
44.72 RC

SANTAQUIN PEAKS INDUSTRIAL PARK - AMENDED

LOCATED IN THE:
THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN,
UTAH COUNTY, UTAH



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	122.72	792.00	8°52'41"	S47°48'25"W	122.60
C2	174.07	792.00	12°35'35"	S45°56'58"W	173.72
C3	40.24	792.00	2°54'40"	S41°06'31"W	40.24
C4	11.07	765.49	0°49'43"	S41°21'54"W	11.07
C5	350.30	765.49	26°13'10"	S27°50'27"W	347.25
C6	496.27	765.49	37°08'43"	S23°12'24"W	487.63
C7	134.90	765.49	10°05'49"	S09°40'57"W	134.72
C8	23.35	15.00	89°11'33"	S43°38'35"E	21.06
C9	40.47	26.00	89°11'33"	S43°38'35"E	36.51
C10	41.21	26.00	90°48'27"	N46°21'25"E	37.03
C11	23.77	15.00	90°48'27"	N46°21'25"E	21.36
C12	23.35	15.00	89°11'33"	S43°38'35"E	21.06
C13	40.47	26.00	89°11'33"	N43°38'35"W	36.51

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C14	41.21	26.00	90°48'27"	N46°21'25"E	37.03
C15	23.77	15.00	90°48'27"	N46°21'25"E	21.36
C16	23.81	15.00	90°57'11"	N44°31'24"W	21.39
C17	41.27	26.00	90°57'11"	N44°31'24"W	37.07
C18	40.41	26.00	89°02'49"	N45°28'36"E	36.46
C19	23.31	15.00	89°02'49"	S45°28'36"W	21.04
C20	110.21	181.00	34°53'11"	N72°33'24"W	108.51
C21	103.51	170.00	34°53'11"	S72°33'24"E	101.92
C22	91.33	150.00	34°53'11"	N72°33'24"W	89.93
C23	79.16	130.00	34°53'11"	S72°33'24"E	77.94
C24	72.46	119.00	34°53'11"	N72°33'24"W	71.34
C25	11.11	792.00	0°48'14"	S42°57'58"W	11.11

Parcel Line Table		
Line #	Length	Direction
L1	10.15	N55°06'49"W
L2	20.00	S02°41'40"W
L3	20.00	S02°41'40"W
L4	20.24	S80°17'18"E
L5	20.24	S80°17'18"E
L6	20.02	S00°30'52"E
L7	20.02	S00°30'52"E
L8	20.00	S00°30'52"E
L9	20.00	S00°30'52"E
L10	8.23	N55°06'49"W

LEGEND

- SECTION CORNER (FOUND)
- SECTION LINE
- BOUNDARY LINE
- PARCEL LINE
- SET MONUMENT (RIMROCK E&D)
- CENTERLINE MONUMENT

SANTAQUIN PEAKS INDUSTRIAL PARK - AMENDED

5513 W. 11000 N. #435
HIGHLAND, UT 84003
tgower@re-n-d.com
801-837-0633

PROJECT NAME	
SANTAQUIN PEAKS INDUSTRIAL PARK-AMENDED	
1" = 100'	PROJECT # SQC2207-01-01
DRAWN: AP	DATE: 04/30/2024
CHECKED: TG	SHEET NO: 2 OF 2

REAL PROPERTY PURCHASE AGREEMENT

THIS REAL PROPERTY PURCHASE AGREEMENT (this “Agreement”) is made and entered into by and between the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”) and **Santaquin Peaks, LLC** a Utah Limited Liability Company of the state of Utah (“Buyer”) as of the date Seller and Buyer execute this Agreement as provided on the signature pages. Seller and Buyer are herein sometimes referred to individually as a “Party” and collectively as the “Parties.” The transactions contemplated by this Agreement are herein sometimes collectively referred to as the “Transaction”.

RECITALS

WHEREAS, Seller owns certain real property located within the City of Santaquin, Utah, comprising approximately 5.35 acres (“the Property”), which is more particularly described in Exhibit A attached hereto; and

WHEREAS, Buyer intends to construct a light industrial/commercial development on the Property and has determined that its acquisition of the Property is important to the success of said commercial development; and

WHEREAS, the Property is located within a project area established by Seller for the betterment of the area including the Property and the Parties agree that the proposed development of the Property will benefit Buyer, Seller and the residents of Santaquin City; and

WHEREAS, the Parties desire to enter into an agreement to accomplish Buyer’s purchase of the Property, and to provide for certain improvements to the Property, subject to certain terms and conditions.

NOW THEREFORE, the Parties hereto agree as follows:

1. Property Purchase. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions contained herein, the Property, together with all improvements and appurtenances (if any), and all oil, gas and mineral rights owned by Seller (if any) but excluding therefrom any and all water rights. The Purchase Price established in paragraph 4 includes the payment for money in lieu of water and/or water right dedication requirement for the Property as set forth in Section 8.04.100 of the Santaquin City Code, for estimated annual water usage of up to 165,000 gallons per acre. Any additional amounts due pursuant to Santaquin City Code Section 8.04.100 based on actual development activity on the Property shall be the sole responsibility of Buyer.

2. Buyer’s Property Use and Improvements. As a Public Agency established pursuant to Title 17C of the Utah Code, Seller has a specific interest in the development of the Property and other surrounding real property for community economic development and renewal purposes and is entering into this agreement based on Buyer’s agreement to specific terms and conditions for the development of the Property. Buyer hereby agrees to develop, improve, and maintain the Property pursuant to the provisions of this

paragraph 2 set forth below, and otherwise as required by Santaquin City’s land use and development code.

a. The Property shall only be used for “Auto, Truck, Recreational Vehicle, and Equipment Sales or Rentals (e.g. power sports and bike sales, parts, and rentals)” ; “Commercial Ancillary”; “Commercial Cosmetology (e.g. beauty school, beauty supplies company)”; “Commercial, Heavy”; “Commercial, Industrial Equipment Sales”; “Commercial, Retail Sales and Services”; “Fulfillment Center (e.g. focus on assembly and packaging, not storage)”; “Industry, Light”; “Industry, Medium”; "Laboratory, Medical"; “Pharmaceutical Manufacturing”; "Professional Office or Financial Services”; or “Veterinary Hospital (small animals)” purposes as those terms are defined in Section 10.08 of the Santaquin City Code.

b. No portion of the Property shall be developed or used as “Storage Unit Facilities” as defined in Section 10.08 of the Santaquin City Code.

c. No portion of the Property shall be developed or used with shipping and or other types of storage containers for storage or for any form of building construction .

d. Buyer shall either construct and utilize a Utah County Health Department approved “Septic System” per applicable standards until such time as sewer service is available through the Santaquin City Sewer System, or participate with the City monetarily by payment of \$25,000.00 per building/structure to Seller for the construction of the needed City Sewer System improvements for each building/structure built on the Property. The Parties shall mutually agree by April 1, 2024, which of the aforementioned options shall be selected. In the event that a Septic System for each building/structure built on the Property or Additional Property is the option selected, Seller will refund the payment of \$25,000 per building/structure to Buyer. In the event that Buyer initially installs an approved Septic System, Buyer must connect to the Santaquin City Sewer System and discontinue all use of any Septic System within ninety (90) days of the availability of Santaquin City Sewer Service to the Property, or as soon as reasonably practicable, and shall thereafter be subject to the same terms and conditions for sewer service as other Santaquin City Sewer System customers. Buyer shall pay the applicable sewer impact fees prior to issuance of any building permit.

e. All development and use of the Property shall comply with the landscape provisions of the Santaquin City Code. Buyer may provide, install, and maintain landscaping within the CDRA owned area approximately eleven feet wide, between the property line on the north, west, and south sides of the Property and the Santaquin City curb & gutter, as shown on the Site Plan. Said landscaping would be applied to satisfaction of Buyer’s landscaping obligations for development of the Property.

f. All development and use of the Property shall comply with the Santaquin City Development Standards and Specifications referenced in Section 9.04.140 of the Santaquin City Code, and with the Industrial Park Architectural Standards, a copy of which is attached hereto as Exhibit B.

g. Buyer shall be solely responsible for the construction and maintenance of roads, accesses, drives, and parking areas on the Property. All roads, accesses, drives, and

parking areas on the Property shall be paved, and shall be constructed and maintained pursuant to the applicable Santaquin City parking standards SCC 10.48. Storage areas behind the rear building line must be finished with at least minimum compacted road base.

h. Buyer shall install fencing on the full perimeter of any outside storage areas located within the Property, which fencing shall be constructed of masonry, precast concrete, vinyl-coated chain link with vinyl privacy slats, or a combination thereof, together with a paved portion or mow strip under all non-masonry fencing.

i. Monument signs, consistent with a Santaquin City theme and as approved by the City may be constructed and maintained on the Property. Stacking on monument signs will be allowed consistent with Santaquin City Code 10.44. No pole signs, or other free-standing signs will be allowed anywhere on the Property.

j. Buyer will dedicate to Seller all easements on the Property necessary for the construction, operation, and maintenance of public utilities.

k. Buyer acknowledges and hereby agrees that ingress and egress access to the Property will be restricted to the existing Summit Ridge Parkway access located between the Property and US Highway 6. No access will be allowed on US Highway 6, except as provided by Summit Ridge Parkway. Use of Summit Ridge Parkway south of the Property may be restricted or eliminated for heavy/delivery truck use or access and is not included for this purpose (heavy/delivery truck use or access), or relied upon by Buyer as consideration for entering into this Agreement.

l. Buyer acknowledges and hereby agrees that Seller retains a limited cross-access easement on the Property, the description, terms and conditions of which are set forth in Exhibit D hereto, which will be recorded against the Property to allow for limited cross access for the Property and to and from adjacent properties. The Parties acknowledge that no heavy truck access is anticipated or allowed within the cross-access easement set forth in Exhibit D.

m. Buyer may, in its discretion, utilize the northeast portion of the Property that is identified on the Site Plan as a "Display Area," to place product samples as appropriate to promote businesses located on the Property. Fencing on the perimeter of the Display Area may include decorative or ornamental components as approved by Santaquin City Development Review Committee. No storage of equipment or inventory shall otherwise be permitted in the Display Area.

n. Buyer acknowledges that no staging, crushing, sorting, or processing, or stockpiling of imported gravel, rock, or soil materials (other than staging or stockpiling during the construction period for site improvements) is allowed on the Property.

o. Buyer acknowledges and agrees to construct its proposed building within 18 months of Closing on the property and that the building will be substantially as shown in Exhibit C "Site Plan and Building Type".

p. Buyer shall endeavor to bring businesses that generate sales taxes, provide jobs, and provide desirable services to Santaquin City residents to occupy and conduct their business within the building(s) constructed by Buyer.

3. Seller's Responsibility for Improvements. Seller agrees to provide certain improvements to the Property as set forth below in this paragraph 3.

a. Seller shall construct and install at its sole expense infrastructure necessary to deliver both culinary and secondary water to the Property boundary. Said construction shall be completed within 365 days of Closing.

b. Seller shall construct and install at its sole expense infrastructure necessary for sewer service from the Property boundary to the Santaquin City wastewater treatment system. Until such time as the Santaquin City wastewater system becomes available for use, Buyer agrees to continue to use and maintain the septic system identified in Section 2. d. above, if so constructed.

c. Seller shall assist Buyer as necessary for Buyer to complete applications and obtain permits required for electrical, natural gas, and telecommunications services to the Property. All electrical infrastructure shall be installed underground. The City shall be responsible for all costs associated with the construction and installation of infrastructure to provide primary electrical, natural gas, and telecommunication services to the Property. Seller shall not be responsible for any costs associated with any construction, operation, or maintenance of electrical, natural gas, or telecommunication infrastructure within the Property.

d. Seller is in the process of applying an asphalt overlay to the existing paved surface of Summit Ridge Parkway as deemed necessary for the reasonably anticipated use of the roadway from Highway 6 to and across the frontage of the Property. Such improvements shall be completed by Seller at its sole expense within 365 days of Closing. This Agreement does not include or address any future expansion of the width of the paved surface of Summit Ridge Parkway, or addition of lanes, approaches, turning lanes, etc.

e. Seller shall provide future City streets/roadways per City Standards as necessary for the reasonably anticipated access to the Property and across the frontage of the Property as described in the approved subdivision improvement plans. Such improvements shall be completed by Seller at its sole expense within 365 days of Closing.

f. Seller shall provide, install, and maintain, landscaping improvements on the five-foot-wide portion of CDRA owned real property that runs adjacent to the eastern boundary of the Property as shown on the Site Plan. Buyer shall reimburse Seller for the actual costs of providing and installing said landscaping improvements, within thirty days of an invoice based on actual costs. Buyer shall have no responsibility for the maintenance of said landscaping improvements, which shall be Seller's responsibility. Said five-foot-wide portion of this landscaping would be applied to satisfaction of Buyer's landscaping obligations for development of the Property.

4. Purchase Price. The Purchase Price for the Property is One Million Six Hundred Ten Thousand Two Hundred Eighty Dollars (\$1,610,280.00), which amount does not include the optional \$25,000 per building/structure for Buyer financial participation for City Sewer System improvements as provided in Subparagraph 2.d .

a. Earnest Money Deposit. Within five (5) business days of the date hereof, Buyer shall deliver an earnest money deposit in the amount of \$ 50,000.00 (the "Deposit") to the Closing Agent.

b. Delivery of Deposit. Unless, pursuant to paragraph 10, Buyer exercises its right to cancel this Agreement on or before 60 days from the execution date, one-half of the Deposit shall become non-refundable and shall be delivered to Seller. Unless Buyer exercises said right to cancel on or before 120 days from execution date, the remainder of the Deposit shall become non-refundable and shall be delivered to Seller. All portions of the Deposit delivered to Seller pursuant to the provisions of this paragraph 4.b. shall be applied to the purchase price at Closing.

c. Balance Paid at Closing. The remaining balance of the purchase price shall be paid by Buyer at Closing.

5. Closing. This Transaction shall be closed at the offices of Provo Abstract Company, Inc. ("Closing Agent") at 105 East 300 South, Provo, Utah or at any other place as the Parties may agree, on or before 180 days from execution date. "Closing" shall occur when Seller and Buyer have made all of their respective deliveries described below, to-wit:

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

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

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

(iii) a commitment from Closing Agent to issue a standard coverage owner's policy of title insurance in such amount as may reasonably be requested by Buyer (with the premium to be paid by Buyer as provided in subparagraph 6.b. below); and

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

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

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

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

6. Closing Costs and Prorations.

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

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

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

8. Conveyance and Title Insurance. As required by paragraph 5.a.(i), Seller shall convey to Buyer, by general warranty deed, good and marketable fee simple title to the Property, free and clear of all mortgages, trust deeds, judgments, mechanics' liens, tax liens and warrants and other financial encumbrances. As provided in subparagraph 5.a.(iii) above, Buyer may acquire (and may condition the Closing upon Buyer's ability to obtain) a current standard coverage owner's policy of title insurance. Even though the policy premium will be paid by Buyer, Seller agrees to order a title insurance commitment on the Property as provided in paragraph 9.b. below.

9. Seller's Disclosures.

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

b. Within fifteen (15) days from the date Seller executes and delivers this Agreement to Buyer, Seller shall deliver to Buyer a commitment for the policy of title insurance

required by paragraph 5 above, together with all documents identified as exceptions to coverage in such title commitment; and

c. No later than December 1, 2023, Seller shall make available to Buyer, at Buyer's request and at Seller's offices in the Santaquin City Administration Building, all of the following (collectively, the "Seller's Disclosures") that are in the actual possession or control or reasonably accessible to Seller:

- (i) survey, topographic or other maps and all other material documents presently existing concerning the Property (if Seller does not deliver a survey of the Property as provided herein, Buyer may, at its own expense, obtain a survey of the Property and Buyer's obligation to purchase the Property under this Agreement is conditioned upon Buyer's receipt and approval of such survey);
- (ii) any and all leases or other contracts or agreements affecting the Property;
- (iii) copies of all permits, licenses and approvals (if any) from all federal, state and local governmental authorities relating to the Property; and
- (iv) all such other documentation and information relating to the Property in possession of Seller which is specifically identified and requested by Buyer in writing which is reasonably required by Buyer in order to perform its due diligence.

10. Buyers Right to Cancel. Buyer's obligation to purchase under this Agreement is conditioned upon Buyer's approval of the content of all of the Seller's Disclosures referred to in paragraph 9 above, and Buyer's satisfactory completion of such evaluations and inspections as Buyer may deem reasonably necessary in its sole and absolute discretion ("the Approvals"). The Approvals shall be sought and conducted by persons selected by Buyer, and Buyer shall pay all costs in connection with the Approvals. At any time prior to Closing, Buyer and/or its designees shall have the right to enter upon the Property to make such evaluations and inspections as Buyer may deem reasonably necessary. Buyer agrees to employ reasonable care in entering onto the Property so as to cause minimum disturbance to the Property and to defend, indemnify and hold Seller free and harmless from and against any loss, cost, claim, damage and/or liability directly or indirectly arising or resulting from Buyer entering upon the Property. Seller agrees to fully cooperate with Buyer, to disclose all information relating to the Property as required by this Agreement, and to execute all applications, authorizations and other documentation, at no cost or risk to Seller, as reasonably requested by Buyer to assist Buyer in obtaining the Approvals. If any of the Approvals have not been obtained or occurred at or prior to Closing, Buyer may either waive the same and proceed to Closing or cancel this Agreement. In the event Buyer elects to cancel the Agreement as provided herein, except as provided in paragraph 4.b. above, Closing Agent shall immediately return the Deposit to Buyer and neither party shall have any further obligations hereunder.

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

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

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

c. Upon Seller's execution of this Agreement, it will be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Seller in accordance with their terms.

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

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

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

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

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

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

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

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

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

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

defined by or for purposes of any Environmental Laws. As used in this Agreement, the term “Environmental Laws” is defined to include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et seq.; the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et seq.; the Safe Drinking Water Act, 42 U.S.C.A. Section 300f, et seq.; the Clean Air Act, 42 U.S.C.A. Section 7401, et seq.; any successor to those laws (in existence on the date this representation is made or updated); any rules, regulations, ordinances, orders or decrees issued pursuant to those laws; any other federal, state or local environmental, health or safety statute, ordinance, code, rule, regulation, order or decree as may now or at any later time be in effect regulating, relating to or imposing liability or standards concerning or in connection with hazardous or toxic wastes, substances, materials, chemicals, gases or particulate matter or the emission, discharge, dumping or other release of any substance to the environment; and any common law theory based on nuisance or strict liability.

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

The foregoing representations, warranties and covenants shall be true, correct and accurate on and as of the date of this Agreement and on and as of the date of Closing and shall survive the Closing for a period of twelve (12) months. Prior to Closing, should Seller inform Buyer, or should Buyer become aware of facts or information which differs with any representation or warranty of Seller set forth in this Agreement, Seller’s representation or warranty shall be deemed to have been modified accordingly. Should Buyer be aware of contrary facts and circumstances before the Closing, but elect to close, Buyer must be deemed to have waived the same. **AT THE CLOSING, BUYER SHALL ACCEPT TITLE TO THE PROPERTY, AND ACCEPT THE PROPERTY, AS IS, WHERE IS, WITH ALL FAULTS EXCLUDING ONLY THOSE WARRANTIES INHERENT WITHIN THE WARRANTY DEED BY WHICH SELLER WILL CONVEY TITLE TO THE PROPERTY TO BUYER AND REPRESENTATIONS, WARRANTIES AND COVENANTS EXPRESSED IN THIS AGREEMENT, TO THE EXTENT THEY SURVIVE THE CLOSING.**

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

a. Buyer is a validly existing Utah Limited Liability Company of the state of Utah organized and existing pursuant to the provisions of Utah law and has full power and authority to enter into this Agreement and complete this Transaction.

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

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

13. Broker's Commissions. Seller warrants that it has not contracted with any finder, broker or realtor in connection with this Transaction. Buyer has retained the services of a realtor in connection with Buyer's purchase of the Property and related matters and warrants to Seller that all costs and fees associated with such service shall be the sole responsibility of Buyer. Each Party shall and does hereby indemnify the other Party against, and agrees to hold such other Party harmless from, any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or this Transaction based on any act by or agreement or contract with the indemnifying Party, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by the other Party on account of or arising from any such claim, demand or suit.

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

15. Default and Remedies.

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

performing under this Agreement. Cancellation by Buyer pursuant to paragraph 10 of this Agreement shall not constitute a Seller Default.

b. Buyer Default. If the closing fails to occur as a result of Buyer's default in its obligation to close the purchase of the Property as provided in this Agreement, Seller shall retain the Deposit as full, agreed and liquidated damages, as Seller's sole legal and equitable remedy with respect to such Buyer default. THE PARTIES HERETO EXPRESSLY AGREE AND ACKNOWLEDGE THAT IN THE EVENT OF A DEFAULT BY BUYER IN ITS OBLIGATION TO CLOSE THE PURCHASE OF THE REAL PROPERTY ON THE CLOSING DATE, SELLER'S ACTUAL DAMAGES WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, THAT THE AMOUNT OF THE DEPOSIT REPRESENTS THE PARTIES' REASONABLE ESTIMATE OF SUCH DAMAGES, AND THAT SUCH AMOUNT IS NOT UNREASONABLE UNDER THE CIRCUMSTANCES EXISTING AT THE TIME THIS AGREEMENT WAS MADE.

c. Seller's Option to Repurchase the Property Upon Default. Buyer acknowledges and agrees that as a Public Agency, Seller is charged with promoting the development and use of the property in furtherance of the best interests of Santaquin City and its residents; and that the terms of the development and use of the Property set forth in this Agreement are a critical and essential part of the consideration for this Agreement. THEREFORE, BUYER HEREBY GRANTS TO SELLER, IN THE EVENT OF A MATERIAL DEFAULT IN PROVISIONS OF THIS AGREEMENT PERTAINING TO THE DEVELOPMENT OR USE OF THE PROPERTY THAT IS NOT CURED WITHIN THIRTY (30) DAYS OF SELLER'S WRITTEN NOTICE OF DEFAULT, THE OPTION TO REPURCHASE THE PROPERTY FROM BUYER, OR ANY OF ITS SUCCESSORS OR ASSIGNS, FOR THE AMOUNT OF THE PURCHASE PRICE SET FORTH IN PARAGRAPH 4 OF THIS AGREEMENT.

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

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

18. Notices. Except as otherwise required by law, any notice given in connection with this Agreement must be in writing and must be given by personal delivery, overnight courier service, confirmed facsimile, or United States certified or registered mail,

return receipt requested, postage prepaid, addressed to Seller or Buyer as follows (or at another address or facsimile number as Seller or Buyer or the person receiving copies may designate in writing):

Seller: Community Development and Renewal
Agency of Santaquin City
c/o Norm Beagley
110 South Center Street
Santaquin, Utah 84655

With a copy to: Nielsen & Senior, P.C.
Attention: Brett B. Rich
P.O. Box 970663
Orem, Utah 84097

Buyer: **Santaquin Peaks, LLC**
2097 Cedar Fort Drive
Eagle Mountain, UT 84005

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

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

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

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

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

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

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

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

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

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

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

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


30. Recording. A Notice Of Agreement shall be filed in the office of the Utah County Recorder by Seller within ten (10) business days of the execution hereof.

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


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

SELLER:

COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY

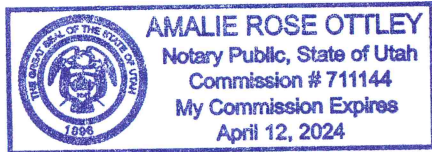
DATE: 11/9, 2023 
DANIEL M. OLSON, Chair

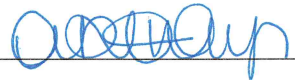
ATTEST:


Amalie R. Ottley, Secretary

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 9th day of November, 2023, personally appeared before me, Daniel M. Olson who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.



Notary Public 

BUYER:

Santaquin Peaks, LLC

[Handwritten Signature]

DATE: 11/9, 2023

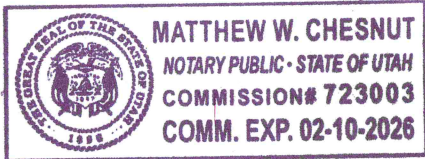
James Bradshaw
member, Partner
Title

STATE OF UTAH)

:SS

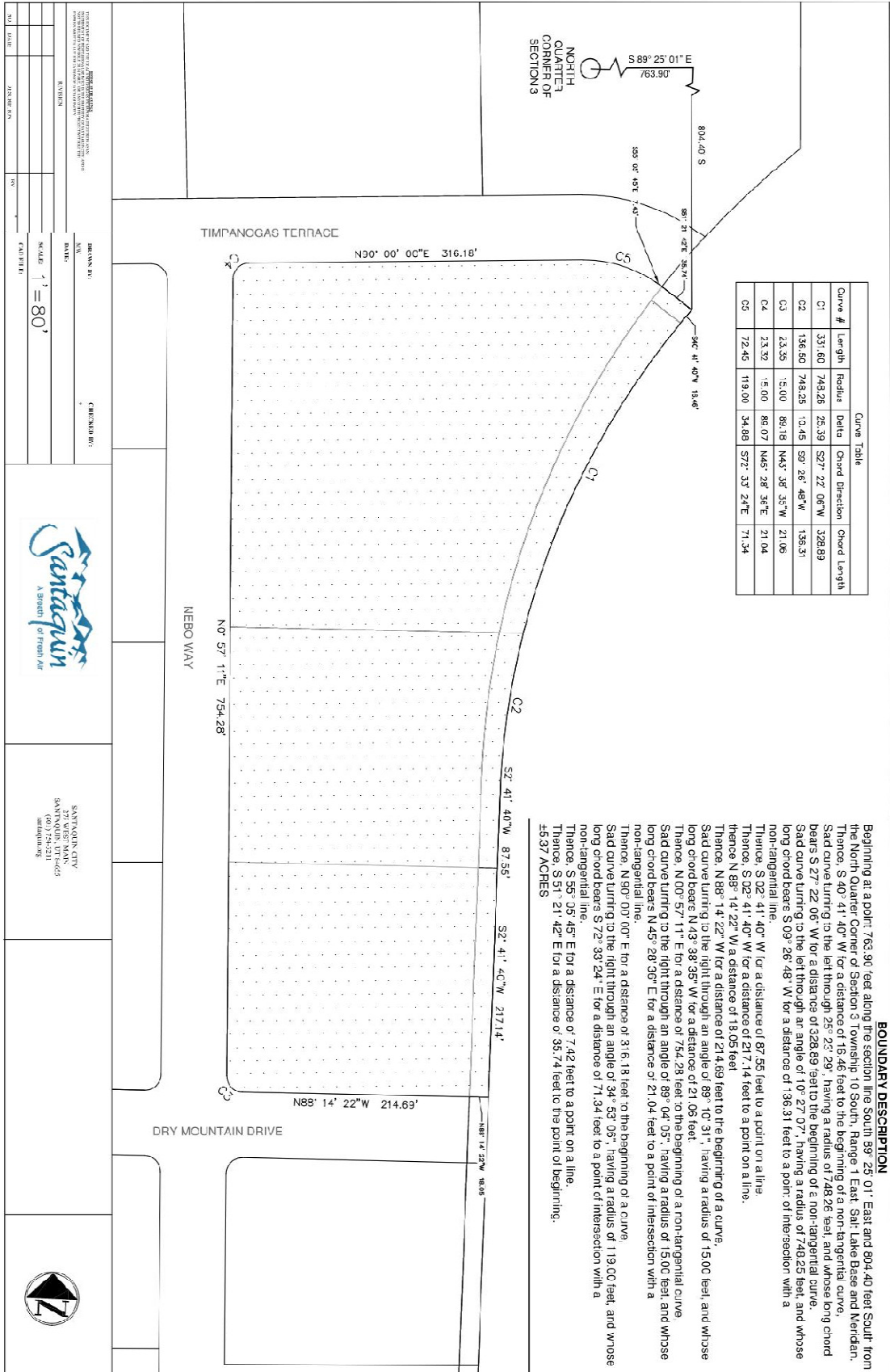
COUNTY OF UTAH)

On this 9th day of November, 2023, personally appeared before me, James Bradshaw who, after being duly sworn, acknowledged to me that he/she is authorized to execute this document and who executed the same.



Notary Public *[Handwritten Signature]*

EXHIBIT A
DESCRIPTION OF THE PROPERTY



Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	331.60	748.26	26.39	S27° 22' 06"W	328.89
C2	136.90	748.26	10.46	S59° 26' 46"W	136.33
C3	23.35	15.00	86.18	N45° 36' 35"W	21.06
C4	23.32	15.00	86.07	N45° 26' 36"E	21.04
C5	72.45	119.00	34.88	S72° 33' 24"E	71.34

BOUNDARY DESCRIPTION

Beginning at a point 763.90 feet along the section line South 59° 23' 01" East and 804.40 feet South from the North Quarter Corner of Section 3 Township 10 South, Range 1 East, Salt Lake Base and Meridian, Thence S 40° 41' 40" W for a distance of 16.46 feet to the beginning of a non-tangential curve, Ssd curve turning to the left through 25° 23' 29" having a radius of 748.26 feet, and whose long chord bears S 27° 22' 06" W for a distance of 328.89 feet to the beginning of a non-tangential curve, Ssd curve turning to the left through an angle of 10° 27' 07" having a radius of 748.26 feet, and whose long chord bears S 09° 26' 48" W for a distance of 136.33 feet to a point of intersection with a non-tangential line, Thence S 02° 41' 40" W for a distance of 87.55 feet to a point on a line, Thence N 89° 14' 22" W for a distance of 217.14 feet to a point on a line, Thence N 89° 14' 22" W for a distance of 18.05 feet, Thence N 88° 14' 22" W for a distance of 214.69 feet to the beginning of a curve, Ssd curve turning to the right through an angle of 89° 10' 31" having a radius of 1500 feet, and whose long chord bears N 43° 38' 35" W for a distance of 21.05 feet, Thence N 00° 57' 11" E for a distance of 754.28 feet to the beginning of a non-tangential curve, Ssd curve turning to the right through an angle of 89° 04' 05" having a radius of 1500 feet, and whose long chord bears N 45° 28' 36" E for a distance of 21.04 feet to a point of intersection with a non-tangential line, Thence N 90° 00' 00" E for a distance of 316.18 feet to the beginning of a curve, Ssd curve turning to the right through an angle of 34° 53' 05" having a radius of 113.00 feet, and whose long chord bears S 72° 33' 24" E for a distance of 71.34 feet to a point of intersection with a non-tangential line, Thence S 55° 05' 45" E for a distance of 7.42 feet to a point on a line, Thence S 51° 21' 42" E for a distance of 35.74 feet to the point of beginning, 45.37 ACRES

EXHIBIT B

INDUSTRIAL PARK ARCHITECTURAL STANDARDS

Industrial Park Building Architectural Standards:

1. **Development Theme:** The architectural standards for the industrial park property are intended to focus on the rural character and theme of the area. Building designers should consider the natural colors and materials of the surrounding area in concert with agrarian, craftsman, and other similar rural forms when preparing plans for new building construction. The following standards should serve as the minimum to which new developments will adhere to, and designers are encouraged to incorporate other elements which may further the city's desires and intent.
2. **Minimum Building Footprint:** No minimum square foot requirements are specified for the industrial park property.
3. **Maximum Heights:** The maximum height of buildings on the Property shall be forty-eight feet (48'). However, architectural elements (e.g., domes, towers, spires, crosses, cupolas, finials, etc.) may exceed this maximum height limit, when specifically approved through the architectural review process.
4. **Buildings Materials:**
 - a. **Primary Exterior Materials:**
 - i. Primary exterior finish materials shall make up at least forty percent (40%) of the building after the transparent area is deducted. The percentage shall be based on the entire area of the building. Rear and side elevations regularly visible from adjacent public rights of way should have at least twenty percent (20%) primary exterior finish materials. Rear elevation or service area visibility considerations shall take into account planned landscaping, fencing, and topographic viewing limitations.
 - ii. Primary exterior finish materials shall be low reflectance and have natural textures. Examples of permitted primary exterior materials include: stone, brick, split faced block, cut stone and low maintenance wood or masonry siding products. The use of all glass exterior, smooth faced concrete gray block, prefabricated steel panels, EIFS (stucco) shall be prohibited as a primary building material.
 - b. **Secondary Materials and Trim Materials:** Secondary materials and trim materials shall complement the primary materials in texture and scale and provide enough contrast to be visible. EIFS materials may be utilized as secondary materials and trim.
 - c. **Accessory Structures:** Accessory structures shall incorporate similar architectural elements or types of primary materials and colors as the associated structure.
 - d. **Material Colors:** Material colors should consist of earth tones, and colors as can be readily or were historically found around the Santaquin area, e.g., natural shades of wood, stone, or brick. The use of high intensity colors, primary colors, metallic colors, black or fluorescent colors is not permitted for primary exterior materials. Secondary materials and trim materials shall complement the primary material colors.

5. Building Entrances:
 - a. Main Entrances must be well defined from access drives, pedestrian links, public plazas, and major parking areas with one or more of the following:
 - i. Roof elements such as gable ends,
 - ii. Canopy, awnings, overhang, or arch above the entrance (columns and pillars),
 - iii. Recesses or projections in the building facade surrounding the entrance,
 - iv. Display windows surrounding the entrance.
 - b. Public entrances, patios, faux windows or dining areas appropriate to the establishment should be provided on any building side facing a public street. Secondary public/customer entrances on the rear or side of buildings should be given architectural consideration similar to the primary entrances. Service and employee only entrances not visible from a publicly utilized area are excluded from similar consideration requirements.
6. Building Elevations that front a public street:
 - a. Building faces that front a public street must incorporate architectural features or treatments every thirty to forty feet (30' to 40') to diminish building mass. The following techniques should be used to accomplish this requirement; additional techniques proposed by the applicant may be considered by the architectural review committee:
 - i. Variations in facade color, texture, or both.
 - ii. Variations in roof forms and heights of roof elements.
 - iii. Compositions that emphasize floor lines, or otherwise express rhythms and patterns of windows, columns, and other architectural features.
 - iv. Express the position of each floor in the external design. Terracing, articulated structural elements, a change in materials, or the use of belt courses or similar horizontal trim bands of contrasting color and/or materials can be used to define floor lines.
 - v. Use of windows, trellises, wall articulation, arcades, material changes, awnings or other features to avoid blank walls at ground floor levels.
 - vi. Use of materials relatable to human proportions, such as brick, tile, modular stone, stucco, glass and decorative tiles.
 - vii. Columns, pilasters, canopies, porticoes, awnings, brackets, arches or other such architectural features.
 - viii. Additional landscaping elements along building walls.
 - b. Material elements such as primary and secondary building materials, banding, cornice elements, pilasters, pillars, canopies, etc., must be continued around building corners and only terminate at interior wall corners or as part of a logical terminus feature.
7. Windows: The design and amount of window area on a building can minimize the expanse of blank walls. Windows and/or faux glazing materials should be utilized along building fronts. The following standards shall apply:
 - a. All windows should be designed with three-dimensional relief or material highlighting elements which accent the window locations and provide visual breaks to the facade of the building (e.g., dormers, sills, etc.). Where appropriate, varying window designs, such as bay windows, corner windows, circle tops, or windows

having grille patterns, shutters, etc., should be considered to add visual interest and character to buildings.

- b.** Use of clerestory or faux windows should be considered where facades exceed twenty-five feet (25') in height. Functionality and architectural integrity should be maintained in addition to addressing the articulation of upper-level facades.
- 8. Use Of Awnings, Canopies, And Arbors: Awnings, canopies and arbors shall be designed to fit within the architecture of the buildings to which they are attached or located adjacent to and serve to enhance the exterior of the building as an articulation and aesthetic element.
 - a.** Awnings or canopies shall project at least 3.0 feet from the building when located over a pedestrian traffic area and no less than two feet (2') otherwise.
 - b.** A minimum clearance above sidewalk grade or building entrances of eight feet (8') to the bottom of the framework shall be maintained when located over a pedestrian traffic or entrance area.
 - c.** The top of the framework may not extend above a vertical wall terminus nor cover any architectural elements.
- 9. Roof Designs And Parapets:
 - a.** Where roof mounted equipment is present:
 - i. Screening such as parapets, architecturally designed enclosures, etc., shall be provided to reasonably screen all roof equipment from being visible three hundred feet (300') away from the building. Special consideration should be given to the varied topographic conditions around Santaquin when designing such screening.
 - ii. Where approved screening of roof equipment is provided and the potential exists for roof equipment to still be visible from neighboring major transportation corridors, the equipment should be clustered and painted the same color as the adjacent building/roof colors so as to minimize the visibility of the equipment. Additional screening at site boundaries may also be an appropriate mitigation measure in this instance.
 - b.** Sloped roofs or forms should have a minimum four to twelve (4:12) pitch.

EXHIBIT C
SITE PLAN AND BUILDING TYPES



PARKING/BUILDING DATA

BUILDING 1	BUILDING 2	BUILDING TOTAL
TOTAL PARKING RATIO	TOTAL PARKING RATIO	TOTAL PARKING RATIO
225/1000 SF	245/1000 SF	75/807 SF
PARKING/BUILDING AREA		
TOTAL PARKING	TOTAL PARKING	TOTAL PARKING
1,642 SF	1,549 SF	3,191 SF
OFFICE		
TOTAL PARKING	TOTAL PARKING	TOTAL PARKING
52 SPACES	75 SPACES	127 SPACES
LANDSCAPING		
TOTAL LANDSCAPING	TOTAL LANDSCAPING	TOTAL LANDSCAPING
27,947 SF	27,662 SF	55,609 SF



MONSON CONSTRUCTION - Summit Ridge Pkwy



CONCEPTUAL SITE PLAN
 THIS PLAN IS FOR CONCEPTUAL PLANNING
 THE SITE WILL NEED TO BE SUBMITTED TO
 EXISTING CITY PLANNERS FOR CONSENT OF MAPS
 CONSENT OF CONSTITUTIONAL AND METROPOLITAN

CITY ZONING CODE
 City of Sumner, UT
 Planning Department
 111 South 200 West, Sumner, UT 84401
 435-863-3333
 435-863-3334
 435-863-3335
 www.sumner.utah.gov
 Approved by City Council on 05/14/2013

AT 2013.173 - SP 10
 November 1, 2013



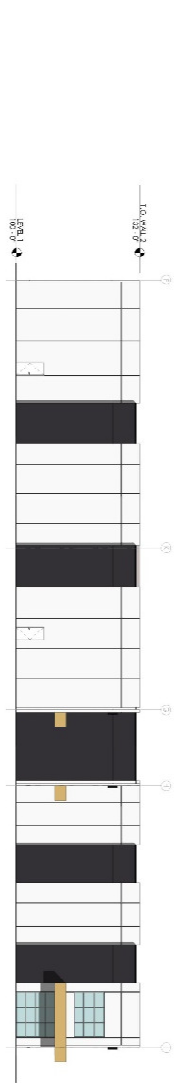




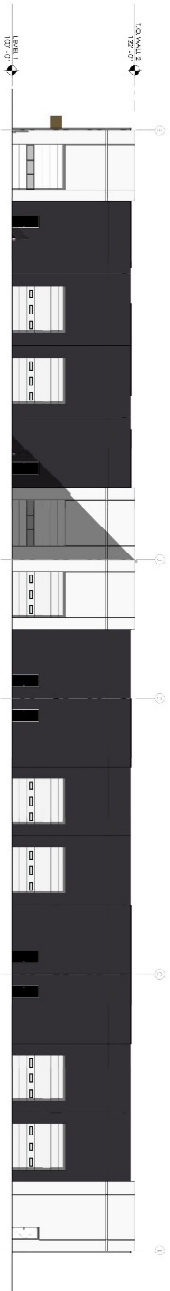




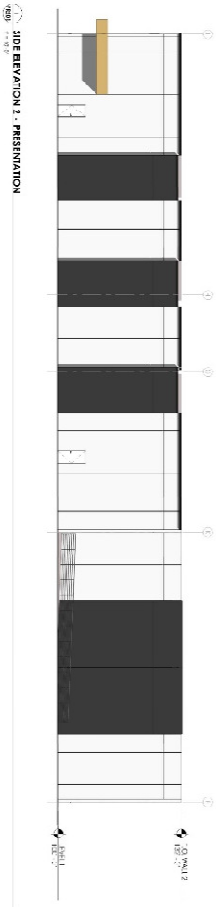
FRONT ELEVATION - PRESENTATION



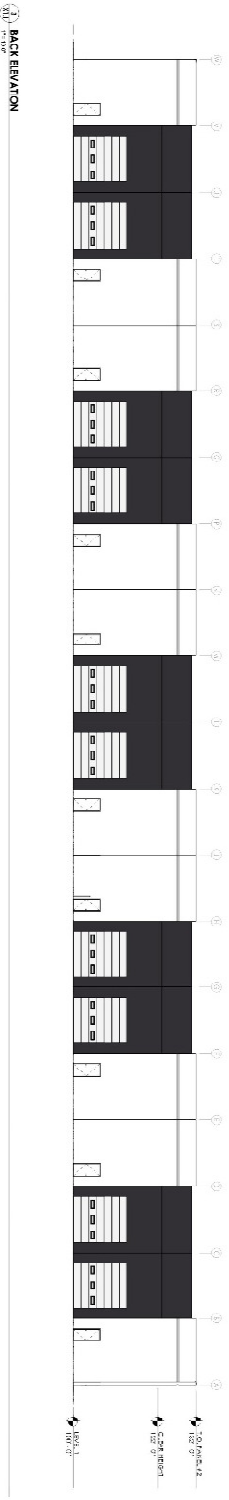
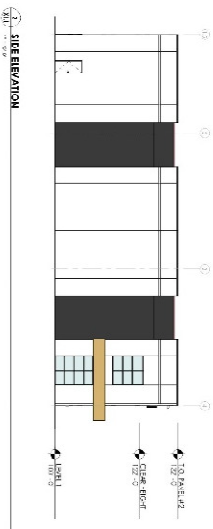
SIDE ELEVATION 1 PRESENTATION



REAR ELEVATION - PRESENTATION



SIDE ELEVATION 2 - PRESENTATION



MONSON CONSTRUCTION - BUILDING 2
PRESENTATION ELEVATIONS

EXHIBIT D

CROSS ACCESS EASEMENT TERMS AND CONDITIONS

TERMS AND CONDITIONS OF CROSS ACCESS EASEMENT

Santaquin City, Seller, has retained a perpetual cross access easement on the Property. Buyer and Seller hereby agree to the following terms and conditions:

1. **Access Easement.** Buyer and Seller hereby agree to a perpetual access easement on, over, and across the Access Easement Area for the use, construction, design, installation, repair, and replacement of an access way for pedestrian and vehicular ingress and egress into and out of Property. This Access Easement Area, as well as all access and other rights provided for in these Terms and Conditions, will permit Seller and its designees to access the Property for any possible present or future use to which the Property may be put. The Access Easement Area provided to Seller in these Terms and Conditions will permit the Property owners, as is currently developed, and as may be developed in the future, to use the Access Easement for private and public access purposes. The Access Easement Area is for the benefit of the Property, the Seller, the Seller's designees, and the public as authorized by Seller. The Access Easement shall not be used by heavy/delivery trucks and is hereby limited to two axel passenger vehicles. No vehicles larger than two axel passenger vehicles are allowed within the Access Easement Area.
2. **Restrictions on the Easement Area.** Buyer will not obstruct Seller's or Seller's designees use of the Access Easement Area as set forth herein.
3. **Construction and Maintenance.** Buyer, at its sole cost and expense, will construct, maintain and repair the Access Easement Area: (i) to standards required by any applicable municipal/government authorities; and (ii) in a workmanlike and acceptable manner such that Seller and Seller's designees may utilize the Access Easement Area granted herein, including maintaining the Access Easement Area in such a manner as to allow Seller and Seller's designees to access and use the Access Easement Area.
4. **Run with the Land/Successors.** This Access Easement, and the Terms and Conditions agreed to herein, are perpetual and shall run with the land described herein, and these Terms and Conditions shall inure to the benefit of and be binding upon the parties, their successors, designees, and assigns.
5. **Attorneys' Fees.** In the event any party brings or commences legal proceedings to enforce any of the Terms and Conditions contained herein, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the other party, to be fixed by the court in the same action. The phrase "legal proceedings" shall include appeals from a lower court judgment. The phrase "prevailing party" shall mean the party that prevails in obtaining a remedy or relief which most nearly reflects the remedy or relief

which the party sought.

6. **Governing Law.** These Terms and Conditions shall be governed by, construed and interpreted in accordance with the laws of the State of Utah and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
7. **Entire Terms and Conditions.** These Terms and Conditions, and any addenda or exhibits attached hereto, and made a part hereof contain the entire agreement of the parties with respect to the matters covered hereby, and no other agreement, statement or promise made by any party, or to any employee, officer or agent of any party, which is not contained herein or in another writing signed by the parties, shall be binding or valid.
8. **Counterparts.** The parties hereby include these Terms and Conditions in the original Agreement and in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Further, the parties shall treat a recorded copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a recorded copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

SANTAQUIN PEAKS INDUSTRIAL PARK

LOCATED AT THE
NORTHEAST CORNER OF THE
SALT AND EARL AVE INTERSECTION,
DAMI COUNTY, OHIO

Lot #	Area	Volume	City
1	1.22	458,420	Hamilton
2	1.22	458,420	Hamilton
3	1.22	458,420	Hamilton
4	1.22	458,420	Hamilton
5	1.22	458,420	Hamilton
6	1.22	458,420	Hamilton
7	1.22	458,420	Hamilton
8	1.22	458,420	Hamilton
9	1.22	458,420	Hamilton
10	1.22	458,420	Hamilton
11	1.22	458,420	Hamilton
12	1.22	458,420	Hamilton
13	1.22	458,420	Hamilton
14	1.22	458,420	Hamilton

Lot #	Area	Volume	City
15	1.22	458,420	Hamilton
16	1.22	458,420	Hamilton
17	1.22	458,420	Hamilton
18	1.22	458,420	Hamilton
19	1.22	458,420	Hamilton
20	1.22	458,420	Hamilton
21	1.22	458,420	Hamilton
22	1.22	458,420	Hamilton
23	1.22	458,420	Hamilton
24	1.22	458,420	Hamilton
25	1.22	458,420	Hamilton
26	1.22	458,420	Hamilton
27	1.22	458,420	Hamilton
28	1.22	458,420	Hamilton
29	1.22	458,420	Hamilton
30	1.22	458,420	Hamilton

GENERAL NOTES:

- ALL LOTS WITHIN SANTAQUIN PEAKS INDUSTRIAL PARK TO BE PROVIDED WITH SEWER SERVICE TO THE PROPERTY. THE CITY ENGINEER SHALL VERIFY THE SEWER SERVICE PLAN SHALL BE SET OUT AND APPROVED BY THE CITY ENGINEER. SEE COUNTY OF OHIO, CODE REVISIONS, 2020.
- PROPERTY OWNERS SHALL MAINTAIN 8' SIDEWALK PER ALL LOTS WITHIN THIS DEVELOPMENT.
- LOT FRONT LOTS SHALL MAINTAIN 5' SIDEWALK PER ALL LOTS WITHIN THIS DEVELOPMENT.
- SEE CITY ENGINEER FOR FURTHER INFORMATION REGARDING THE PROPERTY AND THE SIDEWALK REQUIREMENTS.
- SEE CITY ENGINEER FOR FURTHER INFORMATION REGARDING THE PROPERTY AND THE SIDEWALK REQUIREMENTS.

APPROVED FOR THE CITY:

[Signature]
CITY ENGINEER

APPROVED FOR THE COUNTY:

[Signature]
COUNTY ENGINEER

REVISIONS:

NO.	DATE	DESCRIPTION
1	05/21/2025	ISSUED

OWNER: *[Signature]*
DEVELOPER

DESIGNER: *[Signature]*
ENGINEER

DATE: MAY 21, 2025

PROJECT: SANTAQUIN PEAKS INDUSTRIAL PARK

LOT: 1 - 14

DATE: 05/21/2025

HEET NO.: 1 OF 1

(City will Insert Written Legal Description for Cross Access Easement Here)

Shared Access Easement for Santaquin Peaks Industrial Subdivision Lots 1-3

Beginning at a point 533.70 feet Along the section line South 89°25'01" East and 758.82 feet South from the North Quarter Corner of Section 3, Township 10, Range 1 East, Salt Lake base and meridian

Thence, N 90° 00' 00" E for a distance of 26.00 feet to a point on a line.

Thence, S 00° 30' 52" E for a distance of 23.00 feet to a point on a line.

Thence, N 90° 00' 00" E for a distance of 93.66 feet to the beginning of a non-tangential curve,

Said curve turning to the right through 39° 19' 14", having a radius of 95.82 feet, and whose long chord bears S 70° 21' 32" E for a distance of 64.48 feet to the beginning of a non-tangential curve.

Said curve turning to the left through an angle of 34° 20' 44", having a radius of 793.58 feet, and whose long chord bears S 19° 54' 14" W for a distance of 468.62 feet to a point of intersection with a non-tangential line.

Thence, S 02° 41' 29" W for a distance of 88.67 feet to a point on a line.

Thence, S 02° 41' 22" W for a distance of 217.14 feet to a point on a line.

Thence, N 88° 02' 51" W for a distance of 126.01 feet to a point on a line.

Thence, N 02° 41' 24" E for a distance of 23.00 feet to a point on a line.

Thence, S 88° 14' 22" E for a distance of 100.01 feet to a point on a line.

Thence, N 02° 41' 24" E for a distance of 257.23 feet to a point on a line.

Thence, N 00° 30' 52" W for a distance of 25.54 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of 32° 23' 18", having a radius of 818.00 feet, and whose long chord bears N 18° 53' 03" E for a distance of 456.27 feet to a point of intersection with a non-tangential line.

Thence, N 81° 04' 28" W for a distance of 21.72 feet to a point on a line.

Thence, N 00° 30' 52" W for a distance of 49.00 feet to a point on a line.

thence N 90° 00' 00" W a distance of 119.43 feet to the point of beginning

**COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF
SANTAQUIN CITY**

**RESOLUTION 03 -01-2024-CDA
APPROVAL OF ADDENDUM #1 TO THE SANTAQUIN PEAKS, LLC
REAL ESTATE PURCHASE AGREEMENT**

WHEREAS, the Community Development and Renewal Agency of Santaquin City (the "Agency") is a public agency pursuant to Title 17C of the Utah Code; and

WHEREAS, on November 7, 2023, the Agency approved Resolution 11-02-2023-CDA, approving an agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the "Purchase Agreement"); and

WHEREAS, the Agency and Santaquin Peaks, LLC, desire now to amend certain provisions of the Purchase Agreement, to extend certain deadlines for performance;

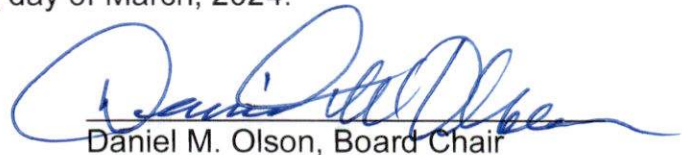
NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY AS FOLLOWS:

SECTION 1: The attached Addendum #1 (One) to the Real Property Purchase Agreement Between the Community Development and Renewal Agency of Santaquin City and Santaquin Peaks, LLC, is hereby approved.

SECTION 2: The Agency Board authorizes Chair Daniel M. Olson to execute all documents necessary to approve and effectuate the provisions of the Purchase Agreement.

SECTION 3: This Resolution shall become effective immediately upon passage.

APPROVED AND ADOPTED THIS 5th day of March, 2024.


Daniel M. Olson, Board Chair

Attest:



Amalie R. Ottley, Secretary



Board Member Art Adcock
Board Member Brian Del Rosario
Board Member Travis Keel
Board Member Lynn Mecham
Board Member Jeff Siddoway

Voted YES
Voted YES
Voted YES
Voted YES
Voted YES

**ADDENDUM #1 (ONE) TO THE
REAL PROPERTY PURCHASE AGREEMENT BETWEEN THE COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY, AND
SANTAQUIN PEAKS, LLC**

This **Addendum #1 (ONE)** to the **REAL PROPERTY PURCHASE AGREEMENT** is made and entered into as of March 5, 2024, by the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”) and **SANTAQUIN PEAKS, LLC.**, a Utah Limited Liability Company of the state of Utah (“Buyer”). Seller and Buyer are herein sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties entered into that certain Purchase and Sale Agreement dated as of November 9, 2023 (the “**Purchase Agreement**”), a copy of which is attached hereto as Exhibit A, regarding the purchase and sale of approximately 5.35 acres of real property located within the City of Santaquin, Utah (the “**Property**”), more particularly described in the Purchase Agreement; and

WHEREAS, the Parties now desire to amend the agreement as identified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties hereby agree to and adopt this Addendum #1 (One) to the Real Property Purchase Agreement as follows:

1. Section **4b; Delivery of Deposit**. The second sentence of Section 4b is amended to read: “Unless Buyer exercises said right to cancel on or before 150 days from execution date, the remainder of the Deposit shall become non-refundable and shall be delivered to Seller.” Therefore, the non-refundable deadline for the remainder of the Deposit shall be April 7, 2024.
2. Section **5; Closing**, The Closing date of 180 days from the execution date of November 9, 2023 is changed to 210 days. Therefore, Closing shall occur on or before June 6, 2024.

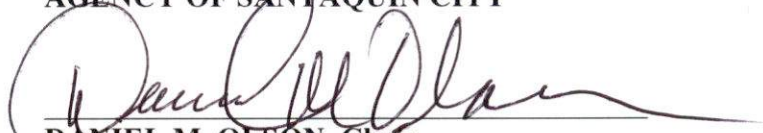
[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Addendum # 1 (One) to the Agreement for Purchase and Sale on the dates set forth opposite their respective names below.


SELLER:

**COMMUNITY DEVELOPMENT AND RENEWAL
AGENCY OF SANTAQUIN CITY**

DATE: March 5, 2024

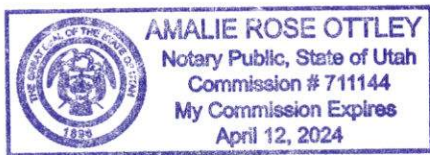

DANIEL M. OLSON, Chair

ATTEST:


Amalie R. Ottley, Secretary

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 5th day of March, 2024, personally appeared before me, Daniel M. Olson who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.



Notary Public 

BUYER:

Santaquin Peaks, LLC., a Utah corporation

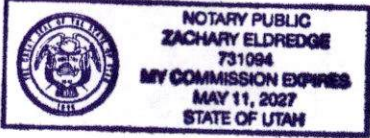
By: Steve Potter - Steve Potter
member, its Partner,
(Title) (Position)

DATE: March 8, 2024.

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 8 day of March, 2024, personally appeared before me,
Steven Potter who, after being duly sworn, acknowledged to me that he is authorized to
execute this document and who executed the same.

Notary Public Zachary Eldredge



**COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF
SANTAQUIN CITY**

**RESOLUTION 04 -01-2024-CDA
APPROVAL OF ADDENDUM #2 TO THE SANTAQUIN PEAKS, LLC
REAL ESTATE PURCHASE AGREEMENT**

WHEREAS, the Community Development and Renewal Agency of Santaquin City (the "Agency") is a public agency pursuant to Title 17C of the Utah Code; and

WHEREAS, on November 7, 2023, the Agency approved Resolution 11-02-2023-CDA, approving an agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the "Purchase Agreement"); and

WHEREAS, on March 5, 2024, the Agency approved Resolution 03-01-2024 - CDA, approving Amendment #1 to the agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the "Purchase Agreement"); and

WHEREAS, the Agency and Santaquin Peaks, LLC, desire now to amend certain provisions of the Purchase Agreement, to extend certain deadlines for performance;

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY AS FOLLOWS:

SECTION 1: The attached Addendum #2 (Two) to the Real Property Purchase Agreement Between the Community Development and Renewal Agency of Santaquin City and Santaquin Peaks, LLC, is hereby approved.

SECTION 2: The Agency Board authorizes Chair Daniel M. Olson to execute all documents necessary to approve and effectuate the provisions of the Purchase Agreement.

SECTION 3: This Resolution shall become effective immediately upon passage.

APPROVED AND ADOPTED THIS 2nd day of April, 2024.


Daniel M. Olson, Board Chair

Attest:



Amalie R. Ottley, Secretary

Board Member Art Adcock
Board Member Brian Del Rosario
Board Member Travis Keel
Board Member Lynn Mecham
Board Member Jeff Siddoway

Voted YES
Voted YES
Voted YES
Voted ABSENT
Voted YES

**ADDENDUM #2 (TWO) TO THE
REAL PROPERTY PURCHASE AGREEMENT BETWEEN THE COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY, AND
SANTAQUIN PEAKS, LLC**

This **Addendum #2 (TWO)** to the **REAL PROPERTY PURCHASE AGREEMENT** is made and entered into as of April 2nd, 2024, by the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”) and **SANTAQUIN PEAKS, LLC.**, a Utah Limited Liability Company of the state of Utah (“Buyer”). Seller and Buyer are herein sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties entered into that certain Purchase and Sale Agreement dated as of November 9, 2023 (the “**Purchase Agreement**”), a copy of which is attached hereto as Exhibit A, regarding the purchase and sale of approximately 5.35 acres of real property located within the City of Santaquin, Utah (the “**Property**”), more particularly described in the Purchase Agreement; and

WHEREAS, on March 5, 2024, the Parties entered into an Agreement to Amend the Purchase Agreement (“**Amendment #1**”) to that Purchase Agreement; and

WHEREAS, the Parties now desire to amend the agreement further as identified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties hereby agree to and adopt this Addendum #2 (Two) to the Real Property Purchase Agreement as follows:

1. Section **4b; Delivery of Deposit**. The second sentence of Section 4b is amended to read: “Unless Buyer exercises said right to cancel on or before 195 days from execution date, the remainder of the Deposit shall become non-refundable and shall be delivered to Seller.” Therefore, the non-refundable deadline for the remainder of the Deposit shall be May 22, 2024.
2. Section **5; Closing**, The Closing date of 180 days from the execution date of November 9, 2023 is changed to 255 days. Therefore, Closing shall occur on or before July 22, 2024.

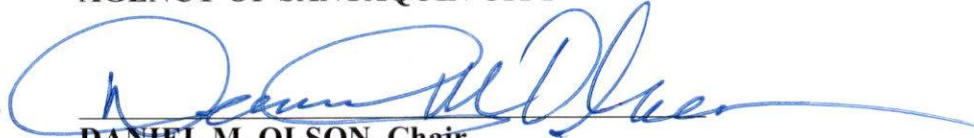
[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Addendum # 2 (Two) to the Agreement for Purchase and Sale on the dates set forth opposite their respective names below.

SELLER:

**COMMUNITY DEVELOPMENT AND RENEWAL
AGENCY OF SANTAQUIN CITY**

DATE: April 9, 2024.

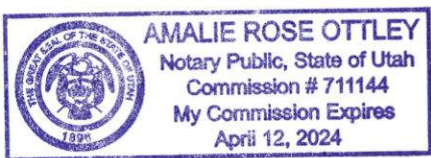

DANIEL M. OLSON, Chair

ATTEST:


Amalie R. Ottley, Secretary

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 9th day of April, 2024, personally appeared before me, Daniel M. Olson who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.



Notary Public 

BUYER:



Santaquin Peaks, LLC., a Utah corporation

By:

James Bradshaw
Member, its Member
(Title) (Position)

DATE: April 6, 2024.

STATE OF UTAH)

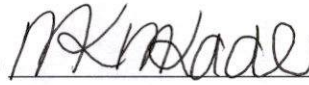
:SS

COUNTY OF UTAH)

On this 6 day of April, 2024, personally appeared before me,
James Bradshaw who, after being duly sworn, acknowledged to me that he is authorized to
execute this document and who executed the same.



Notary Public



**COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF
SANTAQUIN CITY**

**RESOLUTION 05-02-2024-CDA
APPROVAL OF ADDENDUM #3 TO THE SANTAQUIN PEAKS, LLC
REAL ESTATE PURCHASE AGREEMENT**

WHEREAS, the Community Development and Renewal Agency of Santaquin City (the "Agency") is a public agency pursuant to Title 17C of the Utah Code; and

WHEREAS, on November 7, 2023, the Agency approved Resolution 11-02-2023-CDA, approving an agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the "Purchase Agreement"); and

WHEREAS, on March 5, 2024, the Agency approved Resolution 03-01-2024 - CDA, approving Amendment #1 to the agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the "Purchase Agreement"); and

WHEREAS, on April 2, 2024, the Agency approved Resolution 04-01-2024 - CDA, approving Amendment #2 to the agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the "Purchase Agreement"); and

WHEREAS, the Agency and Santaquin Peaks, LLC, desire now to amend certain provisions of the Purchase Agreement, to extend certain deadlines for performance;

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY AS FOLLOWS:

SECTION 1: The attached Addendum #3 (Three) to the Real Property Purchase Agreement Between the Community Development and Renewal Agency of Santaquin City and Santaquin Peaks, LLC, is hereby approved.

SECTION 2: The Agency Board authorizes Chair Daniel M. Olson to execute all documents necessary to approve and effectuate the provisions of the Purchase Agreement.

SECTION 3: This Resolution shall become effective immediately upon passage.

APPROVED AND ADOPTED THIS 22nd day of May, 2024.


Daniel M. Olson, Board Chair

Attest:


Amalie R. Ottley, Secretary

Board Member Art Adcock	Voted	YES
Board Member Brian Del Rosario	Voted	YES
Board Member Travis Keel	Voted	YES
Board Member Lynn Mecham	Voted	YES
Board Member Jeff Siddoway	Voted	YES

**ADDENDUM #3 (THREE) TO THE
REAL PROPERTY PURCHASE AGREEMENT BETWEEN THE COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY, AND
SANTAQUIN PEAKS, LLC**

This **Addendum #3 (THREE)** to the **REAL PROPERTY PURCHASE AGREEMENT** is made and entered into as of May 22, 2024, by the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”) and **SANTAQUIN PEAKS, LLC.**, a Utah Limited Liability Company of the state of Utah (“Buyer”). Seller and Buyer are herein sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties entered into that certain Purchase and Sale Agreement dated as of November 9, 2023 (the “**Purchase Agreement**”), a copy of which is attached hereto as Exhibit A, regarding the purchase and sale of approximately 5.35 acres of real property located within the City of Santaquin, Utah (the “**Property**”), more particularly described in the Purchase Agreement; and

WHEREAS, on March 5, 2024, the Parties entered into an Agreement to Amend the Purchase Agreement (“**Amendment #1**”) to that Purchase Agreement; and

WHEREAS, on April 2, 2024, the Parties entered into an additional Agreement to Amend the Purchase Agreement (“**Amendment #2**”) to that Purchase Agreement; and

WHEREAS, the Parties now desire to amend the agreement further as identified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties hereby agree to and adopt this Addendum #3 (Three) to the Real Property Purchase Agreement as follows:


1. **Section 4b; Delivery of Deposit.** The second sentence of Section 4b is amended to read: “Unless Buyer exercises said right to cancel on or before 210 days from execution date, the remainder of the Deposit shall become non-refundable and shall be delivered to Seller.” Therefore, the non-refundable deadline for the remainder of the Deposit shall be June 6, 2024.

[Signatures on following page.]


IN WITNESS WHEREOF, the Parties have executed this Addendum #3 (Three) to the Agreement for Purchase and Sale on the dates set forth opposite their respective names below.

SELLER:

**COMMUNITY DEVELOPMENT AND RENEWAL
AGENCY OF SANTAQUIN CITY**

DATE: 5/22, 20 24. 
DANIEL M. OLSON, Chair

ATTEST:


Amalie R. Ottley, Secretary

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 22nd day of May, 20 24, personally appeared before me, Daniel M. Olson who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.

Notary Public 



BUYER:

Santaquin Peaks, LLC., a Utah corporation

By: SK R. Potter
Member, its Partner,
(Title) (Position)

DATE: May 21, 2024.

STATE OF UTAH)

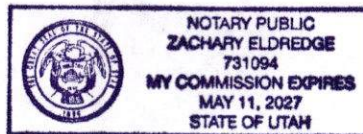
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COUNTY OF UTAH)

On this 21 day of May, 2024, personally appeared before me,
Steven Potter who, after being duly sworn, acknowledged to me that he is authorized to
execute this document and who executed the same.

Notary Public

Zachary Eldredge



**COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF
SANTAQUIN CITY**

**RESOLUTION 06-02-2024-CDA
APPROVAL OF THE PROPOSED ASSIGNMENT OF A
REAL PROPERTY PURCHASE AGREEMENT**

WHEREAS, the Community Development and Renewal Agency of Santaquin City (the “Agency”) is a public agency pursuant to Title 17C of the Utah Code; and

WHEREAS, on November 7, 2023, the Agency approved Resolution 11-02-2023-CDA, approving an agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the “Purchase Agreement “); and

WHEREAS, on March 5, 2024, the Agency approved Resolution 03-01-2024 - CDA, approving Amendment #1 to the agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the “Purchase Agreement “); and

WHEREAS, on April 2, 2024, the Agency approved Resolution 04-01-2024 - CDA, approving Amendment #2 to the agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the “Purchase Agreement “); and

WHEREAS, on May 22, 2024, the Agency approved Resolution 05-02-2024 - CDA, approving Amendment #3 to the agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the “Purchase Agreement “); and

WHEREAS, on June 4, 2024, the Agency approved Resolution 06-01-2024 - CDA, approving Amendment #4 to the agreement with Santaquin Peaks, LLC, for the purchase of certain real property (the “Purchase Agreement “); and

WHEREAS, Santaquin Peaks, LLC now desires to assign said Real Property Purchase Agreement to LG SQ2, LLC; and

WHEREAS, the Agency has determined that the best interests of the Agency, Santaquin City, and its residents will be served by the proposed assignment of the previously approved Real Property Purchase Agreement, to LG SQ2, LLC.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY AS FOLLOWS:

SECTION 1: The attached ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT is approved.

SECTION 2: The Agency Board authorizes Chair Daniel M. Olson to execute all documents necessary to approve the ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT.

SECTION 3: This Resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED THIS 4th day of June, 2024.

Daniel M. Olson, Board Chair

Attest:

Amalie R. Ottley, Secretary

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

ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT

This Assignment and Assumption of Purchase and Sale Agreement is made and entered into as of June __, 2024, by and Santaquin Peaks, LLC., a Utah corporation (“**Assignor**”), and LG SQ2, LLC., a Utah limited liability company (“**Assignee**”).

A. Assignor and Community Development and Renewal Agency of Santaquin City, a political subdivision of the state of Utah (“**Seller**”), entered into that certain Purchase and Sale Agreement dated as of November 9, 2023 (the “**Purchase Agreement**”), regarding the purchase and sale of approximately 5.35 acres of real property located within the City of Santaquin, Utah (the “**Property**”), more particularly described in the Purchase Agreement.

B. Assignor wishes to assign the Purchase Agreement to Assignee, and Assignee wishes to accept such assignment and assume Assignor’s obligations under the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereby agree as follows:

1. Assignment. Pursuant to Section 24 of the Purchase Agreement, Assignor hereby assigns and transfers to Assignee all of Assignor’s rights, interests, duties, liabilities, and obligations pertaining to the Purchase Agreement, and Seller hereby consents to such Assignment.

2. Assumption. Assignee assumes all of Assignor’s right, title, and interest in and to the Purchase Agreement and with respect to the Property and the Deposit or earnest money, including Assignor’s duties, obligations, and liabilities under the Purchase Agreement.

3. Indemnification. As consideration for Seller’s agreement to this Assignment and Assumption of Purchase and Sale Agreement, Santaquin Peaks, LLC. and LG SQ2, LLC. agree to be jointly and severally liable and shall indemnify Seller for any and all claims, damages, as a result of this assignment, pursuant to the existing agreement between Assignor and Seller.

4. Miscellaneous. This Assignment may be executed in counterparts. This Assignment shall be binding upon the parties and their respective successors and assigns. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Utah without reference to its choice-of-law provisions.

[Signatures on following page.]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement is made and entered into as of the date first set forth above.

ASSIGNOR:

Santaquin Peaks, LLC., a Utah corporation

By: _____
Name: _____, its _____

ASSIGNEE:

LG SQ2, LLC., a Utah limited liability company

By: _____
Name: _____, its _____

[Seller consent on following page.]

Seller hereby consents to this Assignment and Assumption of Purchase and Sale Agreement.

**Community Development and Renewal Agency of
Santaquin City**, a political subdivision of the state
of Utah

By: _____
Daniel M. Olson, Chair