



## **CITY COUNCIL REGULAR MEETING**

Tuesday, January 03, 2023, at 7:00 PM  
Court Room/Council Chambers (2nd Floor) and Online  
275 W. Main Street, Santaquin, UT 84655

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

The public is invited to participate as outlined below:

- **In Person** – Meetings are held on the 2<sup>nd</sup> floor in the Court Room/Council Chambers at City Hall
  - **YouTube Live** – Public meetings will be shown live on the Santaquin City YouTube Channel, which can be found at <https://bit.ly/2P7ICfQ> or by searching for Santaquin City Channel on YouTube.
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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.](#) December 20, 2022 City Council Work Session Minutes
- [2.](#) December 20, 2022 City Council Minutes

#### **Bills**

- [3.](#) City Expenditures from 12/17/2022 to 12/30/2022 in the amount of \$779,102.50

### **PUBLIC FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS**

#### **Recognitions**

4. Corporal Russ Woodland Retirement
5. Volunteer of the Month - Randy Bleggi

#### **Public Forum**

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

### **NEW BUSINESS**

#### **Resolutions**

- [6.](#) Resolution 01-01-2023 - MAG Funding Agreement for Regional Roadway Connectivity Study

- [7.](#) Resolution 01-02-2023 - Genola PD & EMS Agreement Amendment
- [8.](#) Resolution 01-03-2023 - State ARPA Funding Agreement

**Discussion & Possible Action**

- [9.](#) Discussion & Possible Action: Grey Cliffs Preliminary Plan

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

- [10.](#) Resolution 01-01-2023 CDA - Acceptance of Property from Santaquin City to Santaquin Development and Renewal Agency
- [11.](#) Resolution 01-02-2023 CDA - Sale of Real Property
- [12.](#) Resolution 01-03-2023 CDA - Sale of Real Property
- [13.](#) Resolution 01-04-2023 CDA - Sale of Real Property

**RECONVENE OF THE REGULAR CITY COUNCIL MEETING**

**REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES**

**REPORTS BY MAYOR AND COUNCIL MEMBERS**

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

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

**ADJOURNMENT**

**CERTIFICATE OF MAILING/POSTING**

The undersigned duly appointed City Recorder for the municipality of Santaquin City hereby certifies that a copy of the foregoing Notice and Agenda was posted on [www.santaquin.org](http://www.santaquin.org), Santaquin City Social Media sites, posted in three physical locations (Santaquin City Public Safety Building, Zions Bank, Santaquin Post Office), and posted on the State of Utah's Public Notice Website.

BY:



Amalie R. Ottley, City Recorder





## **CITY COUNCIL WORK MEETING**

Tuesday, December 20th at 5:30 PM

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

### **MINUTES**

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

#### **ROLL CALL**

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

Staff members present included City Manager Norm Beagley, Community Services Director John Bradley, Police Chief Rodney Hurst, Finance Director Shannon Hoffman, Recorder Amalie Ottley, Assistant Kathy Swenson.

Legal Counsel Brett Rich joined via Zoom.

Various members of the public attended the meeting.

#### **PLEDGE OF ALLEGIANCE**

Manager Beagley led the Pledge of Allegiance.

#### **INVOCATION / INSPIRATIONAL THOUGHT**

Councilor Mecham offered an invocation.

#### **DISCUSSION ITEMS**

##### **1. Moderate Income Housing Plan Update for State Compliance**

Manager Beagley reported on the recent Moderate-Incoming Housing requirements set forth by the State of Utah. He stated the response from the State of Utah to Santaquin's Plan for Moderate-Income Housing has been deemed "non-compliant". Additional benchmarks and time frames have been added to a new draft of the Moderate-Income Housing Plan and will be forwarded to the Planning Commission and the public in a formal Public Hearing for review and recommendation. Manager Beagley pointed out that with a recommendation from the Planning Commission, the City Council will review the new draft in a (tentative) January 2023 City Council meeting. Manager Beagley went over the benefits of submitting and staying in compliance with a Moderate-Income Housing Plan, to include a possible 5<sup>th</sup> option proposed by the State, that would allow Santaquin City prioritization in federal or state funding for transportation needs. Due to timeframes, a Public Hearing notice will be publicized in the coming week(s). The council discussed the addition of the 5<sup>th</sup> item and where the recommendation came from.

## 2. 2023 Bulls and Broncs Event

Community Services Director John Bradley presented information on a possible Santaquin City Bulls and Broncs Event in 2023. Director Bradley stated that research has been completed and the city has reached out to both the Mascaro and Steele families to come up with a tentative itinerary. Currently, the event is not included or accounted for in the city's budget. Director Bradley addressed possible revenues that could come from the event to help pay for the event costs. Manager Beagley pointed out challenges that the city could face with a Bulls and Broncs type event including hours required by many city departments and wear and tear on city parks and facilities.

The City Council discussed the projected numbers that were pulled from recent Orchard Days attendance. Director Bradley pointed out a range of revenue estimates, with the assumption that costs would be similar to Orchard Days. The City Council discussed the investment in the community and the risks associated with low attendance at an event such as the Bulls and Broncs. Council members discussed the impact on departments and if hours or items could be scaled down. Councilor Montoya expressed concerns about the current budget as this event was not considered previously and thought pushing it to the next year would be more responsible. Councilor Mecham expressed his thoughts on doing research in other communities for similar events to compare projected costs. Councilor Hathaway made a suggestion on cutting out audio/visual line items costs. Director Bradley addressed the opportunity and risk involved in any kind of new event unfamiliar to residents in the community. Councilor Adcock also brought up concerns about scheduling and calendaring. Director Bradley stated that the date of June 3<sup>rd</sup>, 2023 was presented by the Mascaro family who would be providing the livestock.

Mayor Olson also expressed concerns about the budget and keeping this event and other events in mind when planning for the next Fiscal Year. Councilor Hathaway agreed that research and consideration needs to take place and asked that more numbers and data be gathered so that it could be added to the next year's budget retreat items. The council agreed to use the year to conduct more research and gather more data so that the Bulls and Broncs event can be taken into consideration in the following fiscal years' budget. Mayor Olson inquired about the roping club line item presented by Director Bradley (see attached) and the costs associated with the quotes received. The mayor and council encouraged Director Bradley to bring more information to the February 2023 Budget Retreat so that planning it may possibly be worked into the budget.

Director Bradley also addressed a recent request from a group looking to do a demolition derby. After the city met with the group to discuss fees and costs to run that event it was determined that other cities with arenas and built-out accommodations would better serve an event like a demolition derby. Mayor Olson recommended that if research is being completed for a Bulls and Broncs event to also study the possibility of a demolition derby. Director Bradley spoke to levels of participation, wear and tear on city facilities, staffing, and amenities required for these types of events. Manager Beagley

spoke to fixed costs, such as police, for any city event and best-case scenario could cost the city about \$30,000. Councilor Montoya spoke about how well events are run in the city and the willingness for participants to come from Santaquin and surrounding cities.

### **3. Nuisance Property – 100 North Center Street**

Mayor Olson addressed a written concern the city received from resident Keith Broadhead on a home located at 100 North Center Street. Chief Hurst addressed the council about the property that has been a reoccurring issue for the police department over many years. He spoke to the ordinance in place now and asked that amendments to penalties be taken into consideration by the council. He stated that there have been 19 contacts with the property's resident(s) and 6 citations. Chief Hurst recommended that the council consider amending the amount for fines for these types of citations be increased or escalated over time as well as a possible abatement.

Councilor Adcock inquired about the specific concerns for this property – is it aesthetics or health? Councilor Hathaway spoke to his experience in past councils' decisions on abatements versus citations on nuisance properties. Council members and Mayor Olson spoke to the enforcement of not only the property in question but also other properties and homeowners that could be cited under similar city codes and circumstances. Councilor Montoya expressed concern about not receiving the same information about the situation as other members of the council.

Counsel Brett Rich spoke to situations in the city on multiple properties that have been prosecuted in the past for nuisance issues. Counsel Rich stated that probationary periods have been enforced allowing the resident to clean up the property and then later receive credit to any imposed fines at the sentencing stage. He stated that he believes that through the fine process some circumstances have improved while others have not. Manager Beagley brought up that individuals could potentially set off a litigious legal suit that could increase costs for the city as well.

Denny Smith addressed the council on the difficulties he has faced with the landowner(s) on the property and his concerns. He expressed his frustrations with the junk vehicles spreading from the owner's property to the road.

Val Broadhead addressed his concerns with the fine amounts being a "slap on the wrist" and suggested enforcement along the lines of the requirement to build a fence around the property to obscure the rubbish that is currently visible to neighbors. He stated the owner hides the vehicles and junk on other properties throughout the city. Mayor Olson, council members, and Mr. Broadhead discussed a possible sentencing requirement for the landowner to build a fence, 6 feet in height, that would obscure the junk on the property as well as requiring that no refuse be placed on city property. Lastly, council members discussed visibility concerns on the corner of the property.

### **4. Upcoming DRC & Planning Commission Items**

Manager Beagley addressed upcoming items that will be scheduled for upcoming DRC and Planning Commission meetings.

**5. Upcoming Agenda Items**

Mayor Olson and Manager Beagley addressed the items on the agenda for the upcoming City Council Meeting.

**ADJOURNMENT**

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

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

Motion passed unanimously in the affirmative.

The meeting adjourned at 6:37 p.m.

ATTEST:

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**Daniel M. Olson, Mayor**

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**Amalie R. Ottley, City Recorder**



## **CITY COUNCIL REGULAR MEETING**

Tuesday, December 20<sup>th</sup> at 7:00 PM  
Court Room/Council Chambers (2<sup>nd</sup> floor) and Online

### **MINUTES**

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

#### **ROLL CALL**

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

Others present included City Manager Norm Beagley, Recorder Amalie Ottley, Police Officer Mike Wall, Finance Director Shannon Hoffman, Building Manager Randy Spadafora, Assistant Kathy Swenson, Fire Chief Ryan Lind, Jared Shepherd, Andrea Urban, and other various members of the public.

Legal Counsel Brett Rich appeared via Zoom.

#### **PLEDGE OF ALLEGIANCE**

Councilor Mecham led the Pledge of Allegiance.

#### **INVOCATION/INSPIRATIONAL THOUGHT**

Councilor Adcock offered an invocation.

#### **DECLARATION OF POTENTIAL CONFLICTS OF INTEREST**

No council members declared any conflicts of interest.

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

1. 11-15-2022 City Council Work Session Minutes
2. 11-15-2022 City Council Minutes
3. City Expenditures from 11/12/2022 to 12/16/2022 in the amount of \$3,626,860.40
4. Fire Department Out of State Travel Request
5. Resolution 12-02-2022 – Surplus Property

Councilor Adcock made a suggestion to bring on more full-time engineering within the city so that costs aren't being paid for outside work. Councilor Adcock also inquired about line items in the expenditures report.

Fire Chief Lind addressed the council regarding an out of state travel request in order to pick up a new ambulance that has been purchased. Councilor Montoya and Mayor Olson discussed the costs associated with inspection and delivery of the ambulance.

Councilor Mecham motioned to approve the Consent Agenda items 1 through 5. Councilor Hathaway seconded the motion.

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

Motion passed unanimously in the affirmative.

#### **PUBLIC FORUM**

**6.** The Employee of the Month, Jared Shepherd, was honored by the City Council. The following statement was read by Building Official Randy Spadafora.

*Jared Shepherd is our December 2022 Employee of the Month. He started working in Santaquin City's Community Development department in 2007 as an infrastructure inspector. Before working for Santaquin City, he worked for Spanish Fork Community Cable Network.*

*Jared's supervisor, Randy Spadafora, shared, "I have enjoyed working with and watching Jared grow over the years as a person, coworker, Building Inspector and as a great friend. He takes great pride in his job, and the work that he does for the City, in past years as a Fire Fighter, and continuing on with the City in Community Development, in the Building Department as a Building Inspector. Jared has worked hard over the years in obtaining all his Residential, and Commercial ICC Building Inspection Certifications. He is now working on obtaining his Plan Review Certification."*

*Randy continued, "He has also become a great asset to the Santaquin City Building Department as a mentor and trainer to Jon Hepworth. Together they have really improved our department in the inspection process, and Jared has established himself as being known as one of the most knowledgeable, fair, and thorough inspectors in the surrounding area. I'm proud to be able to call Jared my friend, and to have him here in Santaquin in our Building Department. Santaquin City is in great hands for the future."*

*Jared grew up in Spanish Fork and graduated from Spanish Fork High. He has been married to his sweetheart for the past twenty years and they recently celebrated their anniversary in Hawaii. They have two children, a daughter Mckenzie and a son, Ryan. They live in Santaquin and enjoy camping, hunting, fishing, and ATV rides together.*

*"I love my job" Jared said when asked. "I love it because I provide a service which helps residents feel safer in their homes. Santaquin is a great place to work and live. I also love the group of people I work with in the Community Development Department. Santaquin City has great staff."*

*Thank you, Jared, for your dedicated service to Santaquin City as a building inspector. Your time with Santaquin has made a real difference in the lives of many.*

Jared expressed his appreciation for city staff and stated that he looks forward to many more years working for the city.

#### **APPOINTMENTS OF COMMITTEE, BOARD, AND COMMISSION MEMBERS**

Mayor Olson thanked members of the community that have served on city committees and boards.

**7. Community Services Board:** David Harris, Michael Yost

**8. Historic Preservation Committee:** Damon Bahr, Elizabeth Robertson

**9. Library Board:** Justin Craig, Anna Shaw, Shauna Shepherd, Alicia Thornton

**10. RAP Tax Committee:** Kim Bahr, Sarah Jorgensen

**11. Planning Commission:** Trevor Wood, Michael Romero

Councilor Mecham made a motion to approve the above listed names for their prospective committees, boards, and commissions. Councilor Hathaway seconded the motion.

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

Motion passed unanimously in the affirmative.

Recorder Amalie R. Ottley administered the Oaths of Office for the committee members.

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

Manager Beagley presented the Building Permit & Business License Report. 262 total building permits have been issued in the calendar year 2022. In comparison, 48 building permits have been issued this fiscal year (since July 1, 2022). Five new business licenses have been issued.

Manager Beagley stated that McDonald's has picked up their building permit and has broken ground on their building site.

#### **NEW BUSINESS**

**12. Discussion & Possible Action:** Acceptance of Larsen & Co. FY2021-2022 Audit Report

Jon Haderlie from Larsen & Co. reported on the annual audit that was performed based on government auditing standards. He went through the bullet points of performing a financial audit for a government entity which included:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Santaquin City's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting principles used and the reasonableness of significant account estimates made by management as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate that raise substantial doubt about Santaquin City's ability to continue as a going concern for a reasonable period of time.

Mr. Haderlie reported that the intent of the audit was to find any significant deficiencies in processes within the city. All opinions were unmodified (aka "clean") and reported back to the State of Utah and Federal Government by Larsen & Co. The Communication Letter specifically addressed the city council focused on compliance with all ethical requirements including significant risks such as improper revenue recognition, cash disbursements, and potential management bias, financial statement estimates, and management's ability to override controls. Mr. Haderlie spoke to credit and debit receivable transactions within the city and corrections being made in journal entries and specific tests focused on weeding out any manipulation in money accounted for in those journal entries. He reported that estimates for proprietary funds, i.e. Utah Retirement System, were also evaluated closely. There were no internal control findings noted in the current or prior years.

Councilor Siddoway motioned to accept the Larsen & Co. FY2021-2022 Audit Report. Councilor Montoya seconded the motion.

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

Motion passed unanimously in the affirmative.

### **13. Resolution 12-02-2022 – Approval of the OSA Annual Fraud Risk Assessment**

Finance Director Shannon Hoffman presented the Fraud Risk Assessment for the 2022 Fiscal Year. The score was based on internal controls, giving the city a 350 out of 395 score. Policies in reporting fraud are forthcoming. Jon Haderlie of Larsen & Co. expressed his disapproval of the Fraud Risk Assessment and its inability to take into account mitigating controls in risks. He suggested that the city "piggyback" on the State of Utah Auditor's Fraud Reporting Hotline. Director Hoffman stated she will make that change this week and change that item on the assessment, adding another 30 points to the score. Councilor Adcock inquired about item #3 about billing adjustments.

Councilor Adcock motioned to approve Resolution 12-02-2022 Approving of the OSA Annual Fraud Risk Assessment with the adjustment for the Fraud Reporting Hotline addition to the city's website. Councilor Mecham seconded the motion.

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



Motion passed unanimously in the affirmative.

**14. Resolution 12-03-2022 – Financial Policies – Capitalization of City Assets**

Director Hoffman addressed the addition of a definition for “Capitalizations of City Asset” to the Financial Policies document.

Councilor Adcock motioned to approve Resolution 12-02-2022 Amendment of the City Financial Management Policies. Councilor Siddoway seconded the motion.

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

Motion passed unanimously in the affirmative.

**15. Ordinance 12-01-2022 – Automotive Service & Repair Parking Amendment**

Mayor Olson addressed the ordinance presented that amended parking and circulation standards in the city code and discussions held recently by the Planning Commission. Manager Beagley spoke to the recent approval to consolidate major and minor automotive into one definition within the city code. He shared the recommendation from the Planning Commission to require 3 spaces per 1,000 square feet (not including service bays), plus 2 stalls per service bay for the temporary storage of customer vehicles. Manager Beagley added that he visited multiple automotive service repair parties in the community and encouraged them to attend the meeting should they have concerns regarding the code amendment. It was noted that no individuals present wished to address the council about the Automotive Service & Repair Parking amendment.

Councilor Siddoway motioned to adopt Ordinance 12-01-2022 Amendment of Title 10, Chapter 20, Section 120 “Commercial Zones” (Permitted Uses) and Title 10, Chapter 48 “Parking and Circulation Standards” (Number of Parking Spaces Required). Councilor Hathaway seconded the motion.

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

Motion passed unanimously in the affirmative.

**16. PUBLIC HEARING: Annexation Policy Plan Update**

Councilor Mecham motioned to open a Public Hearing to address the Annexation Policy Plan Update. Councilor Siddoway seconded the motion.

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

Motion passed unanimously in the affirmative.

Hearing opened at 7:50 p.m.

Manager Beagley read a statement from Robert McMullin stating the following,

*"Hi Norm,*

*Thanks for talking to me this evening.*

*Our comments on the proposed annexation policy are:*

*McMullin Orchards is opposed to the annexation plan as presented. Any planning North of the Highline canal we cannot support at this time. We understand that it is only a declaration of potential boundaries for Santaquin City but it is still part of the future planning for the city. We at this time do not want to be included in any proposed annexation area of any city in our area. We are in the fruit business and want to farm as long as we can profitably do so. We are a 4th generation farm and the 5th is quickly approaching. We appreciate our relationship with Santaquin City and continue to appreciate its support of agriculture in this area.*

*Thank you for the opportunity to comment.*

*Sincerely,*

*Robert McMullin and family."*

Manager Beagley addressed the agreement between Santaquin City and Payson City declaring the boundary making a congruent line between the cities so that any future annexations that are submitted to either city follow the Annexation Policy. All annexations, in any city, have to go through the State approved process. Councilor Siddoway inquired about potential annexations outside of the boundary line. Manager Beagley stated that discussions would have to be had with Payson City in that specific incident. Mayor Olson stated that looking at the bigger picture, future growth and transportation needs are addressed by the Annexation Policy Plan. Councilor Montoya addressed the proposed map for the plan and the existing boundary map. Manager Beagley pointed out areas that overlapped with Payson City that were addressed in the updated Annexation Policy Plan.

Councilor Mecham motioned to close the Public Hearing in order to continue council discussion that addressed the Annexation Policy Plan Update. Councilor Siddoway seconded the motion.

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

Councilor Siddoway                      Yes

Motion passed unanimously in the affirmative.

Hearing closed at 7:57 p.m.

The council discussed lines on both the north side and south sides of the proposed annexation plan. Councilor Adcock inquired if the document is legally binding between Santaquin and Payson cities. Manager Beagley confirmed that a document currently exists addressing the boundaries on the northern border.

**17. Ordinance 12-02-2022 – Adoption of the Annexation Policy Plan Update**

Councilor Mecham motioned to approve Ordinance 12-02-2022 Adoption of the Annexation Policy Plan Update. Councilor Hathaway seconded the motion.

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

Motion passed unanimously in the affirmative.

**18. Ordinance 12-03-2022 – Detached Accessory Dwelling Units in the R-10 Zone**

Mayor Olson addressed the feedback from the Planning Commission identifying concerns brought up by members of the community with regards to a Detached Accessory Dwelling Unit code amendment. Manager Beagley presented the recommendation from the Planning Commission stating that Detached ADUs will be allowed in the R-10 Residential Zone within the city and that side and rear setbacks be set to 10 feet.

Councilor Adcock expressed his appreciation to the Planning Commission for their efforts in discussing at length Detached Accessory Dwelling Units and the regulations put forth in the amended ordinance.

Councilor Adcock motioned to approve Ordinance 12-03-2022 Amendment of the Santaquin City Code to Modify Regulations for Detached Accessory Dwelling Units in the R-10 Residential Zone adopting recommendations from the Planning Commission. Councilor Siddoway seconded the motion.

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

Motion passed unanimously in the affirmative.

**19. Discussion & Possible Action: Budgetary Impact of the Fire Department Report and Plan**

Chief Lind spoke to the council regarding an analysis of the city's fire department addressing wage ranges and market force changes. (see attached)

Chief Lind expressed his appreciation to the members of the fire department that dutifully provide EMS services in the city and surrounding areas.

Chief Lind spoke about the identification of vehicles and apparatus operated by the department and the need to continually rotate and maintain those vehicles. Manager Beagley confirmed that the financing of vehicles and apparatuses are leased and bonded for over time.

Chief Lind addressed the difficulties the fire department faces with other cities recruiting certified firefighters and EMS employees. He reported on the city's need to have full-time coverage that allows for growth to full time staff.

Mayor Olson inquired if Chief Lind performed a study on Federal SAFER Grants. Chief Lind stated that he recommends professional assistance in applying for those types of grants. Manager Beagley stated that the SAFER Grant applies to full time employee status.

Chief Lind expressed concerns for the inability of volunteers or employees to show up when needed. Councilor Mecham expressed his appreciation for the effort that Chief Lind put into the report and his concerns for not having an emergency service that can respond timely to those in need. Councilor Mecham approved of the five-year plan included in the report and expressed the need to take care of employees so that staff can be kept. Councilor Adcock echoed Councilor Mecham's thoughts.

Mayor Olson stated that the process and consideration of the budgets began in July 2022, providing initially for the police department, and following review for the Fire Department. He addressed the revenues and budgetary impacts for many departments in the city and cuts that have been made to allow for the structural changes in the city's budget. Comparisons were made between full and part-time fire departments in the county, making sure that the city can make the adjustments to the budget and continue operating responsibly throughout the following year. Manager Beagley identified numbers and costs that would be taken from both the Fire Department's reserve fund and the Fire Department's reserve fund for the remainder of the fiscal year. Ranges and graphs were presented (see attached) for minimum and maximum pay ranges for paramedics, EMTs, and Firefighters showing Santaquin City in the bottom range of the surrounding city's comparisons. Manager Beagley stated that the full budget amendment will likely be presented to the council in an early February 2023 council meeting. Council members discussed the need for employees to go to other cities to support their family where pay ranges are significantly higher than Santaquin City. Mayor Olson spoke about the area covered by our department and the work put forth through training and experience. Andrea Urban spoke to the ability for Santaquin City to provide paramedic services to many members of the community who would otherwise not be alive today.

Councilor Mecham made a motion to approve the budgetary impact of the Fire Department Report and Plan. Councilor Hathaway seconded the motion.

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

Motion passed unanimously in the affirmative.

Finance Director Hoffman and Chief Lind addressed new job descriptions that will address expectations for the fire department employees and the potential wage increases. Chief Lind expressed his gratitude to the mayor and city administration for helping him with the report. Councilor Montoya wished to encourage the city's support of employees engaging in further training and education and encourage further discussion and research suggesting Chief Lind create a selection process and program for tuition reimbursement. Manager Beagley spoke about the proposed agreement for further training and education protocols. Chief Lind informed the council of an AEMT class that is taught in house.

Mayor Olson proposed a 5 minute recess. Councilor Montoya motioned to approve a short recess. Councilor Adcock seconded.

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

Motion passed unanimously in the affirmative.

#### **RECESS CITY COUNCIL MEETING AND CONVENE THE SANTAQUIN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**

Motion made by Councilor Mecham to enter into a Community Development & Renewal Agency for Santaquin City meeting. Motion seconded by Councilor Adcock.

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

Motion passed unanimously in the affirmative.

The CDRA meeting convened at 8:48 PM

#### **20. PUBLIC HEARING: Project Area Plan and Budget**

Motion made by Board Member Mecham to begin a Public Hearing for the combined Adoption of the West Fields Community Reinvestment Area Project Plan and Budget. Motion seconded by Board Member Adcock.

Board Member Adcock	Yes
Board Member Hathaway	Yes
Board Member Mecham	Yes
Board Member Montoya	Yes

Board Member Siddoway Yes

Motion passed unanimously in the affirmative.

The Public Hearing convened at 8:48 PM

Mark Openshaw expressed to the city council his concerns regarding the movement of property and parcels owned by the city in and out of the Community Development and Reinvestment Agency without proper notices to citizens.

Mayor Olson answered his question by stating that the CDRA Plan operates under state guidelines to sell industrial zoned land in the western portion of the city and likewise provides notice as mandated by the State. He stated that the city owns the parcels in question and, in the best interest of the city, develops the land under the CDRA and state guidelines. Mayor Olson expressed the desire for the city to bring in industrial businesses to those parcels in the area.

Mr. Openshaw expressed his support for the CDRA and the plans therein stating his concern for the lack of a bidding system in purchasing the land. He stated that citizens older in age are accustomed to a bidding process and it can be difficult to understand a new process and the specified plats being moved between the city and CDRA board. He inquired why the CDRA Board is City Council members only. Manager Beagley represented that the CDRA Board is guided by Utah State Law that mandates the Board function for the benefit of Santaquin City. Mr. Openshaw felt that the City Council put in the effort not to operate fraudulently and stated his expectation for more advertising and signage relaying information to the public. He expressed his gratitude to the council for making sure the process is followed legally. Lastly, he expressed his feelings that all should be able to participate in a bidding process that allows everyone to have access to the purchase of the land proposed in the CDRA plan.

Motion made by Board Member Mecham to end the Public Hearing for the combined Adoption of the West Fields Community Reinvestment Area Project Plan and Budget. Motion seconded by Board Member Hathaway.

Board Member Adcock	Yes
Board Member Hathaway	Yes
Board Member Mecham	Yes
Board Member Montoya	Yes
Board Member Siddoway	Yes

Motion passed unanimously in the affirmative.

Hearing adjourned at 9:03 PM

**21.** Resolution 12-01-2022 CDA – Adoption of the West Fields Community Reinvestment Area Project Plan.

Manager Beagley presented the West Fields Community Reinvestment Area Project Plan and a map that delineates the acreage included in the plan. Manager Beagley added that property tax value will come back to the city as these plats are developed. He indicated that appraisals have been performed on the properties. Manager Beagley stated that potential sales tax and jobs will be provided by bringing in industrial companies to this part of the city.

Motion made by Board Member Mecham to approve Resolution 12-01-2022 CDA Adoption of the West Fields Community Reinvestment Area Project Plan. Motion seconded by Board Member Siddoway.

Board Member Adcock	Yes
Board Member Hathaway	Yes
Board Member Mecham	Yes
Board Member Montoya	Yes
Board Member Siddoway	Yes

Motion passed unanimously in the affirmative.

**22. Resolution 12-02-2022 CDA – Adoption of the West Fields Community Reinvestment Area Project Budget**

Manager Beagley presented the estimated budget worked on by Zions Bank.

Motion made by Board Member Siddoway to approve Resolution 12-02-2022 CDA Adoption of the West Fields Community Reinvestment Area Project Area Budget. Motion seconded by Board Member Hathaway.

Board Member Adcock	Yes
Board Member Hathaway	Yes
Board Member Mecham	Yes
Board Member Montoya	Yes
Board Member Siddoway	Yes

Motion passed unanimously in the affirmative.

**23. Discussion & Possible Action: Award of Utility and Subdivision Design Engineering to Rimrock**

Mayor Olson presented the

Motion made by Board Member Adcock to approve a design contract with Rimrock Engineering and Development in an amount not to exceed \$62,775.00 for utility improvements and subdivision design for the West Fields Community Reinvestment Area project. Motion seconded by Board Member Mecham.

Board Member Adcock	Yes
Board Member Hathaway	Yes
Board Member Mecham	Yes
Board Member Montoya	Yes

Board Member Siddoway Yes

Motion passed unanimously in the affirmative.

**24. Discussion & Possible Action:** Award of Geotechnical Study for CDRA Subdivision and 5-Acre area east of SR Parkway to RB&G (Rollins, Brown & Gunnel).

Motion made by Board Member Siddoway to approve a contract with RB&G Engineering not to exceed \$29,980.00 for geotechnical engineering work for the West Fields Community Reinvestment Project Area project. Motion seconded by Board Member Hathaway.

Board Member Adcock	Yes
Board Member Hathaway	Yes
Board Member Mecham	Yes
Board Member Montoya	Yes
Board Member Siddoway	Yes

Motion passed unanimously in the affirmative.

Motion made by Board Member Adcock to end the Community Development and Renewal Agency of Santaquin City meeting and reconvene the Regular City Council meeting. Motion seconded by Board Member Mecham.

Board Member Adcock	Yes
Board Member Hathaway	Yes
Board Member Mecham	Yes
Board Member Montoya	Yes
Board Member Siddoway	Yes

Motion passed unanimously in the affirmative

The CDRA Meeting closed at 9:18 PM

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

**25. Ordinance 12-05-2022 – An Ordinance Approving the Community Development and Renewal Agency of Santaquin City West Fields Community Reinvestment Area Project Plan.**

Motion made by Councilor Mecham to approve Ordinance 12-05-2022 Adoption of an Ordinance Approving the Community Development and Renewal Agency of Santaquin City West Fields Community Reinvestment Area Project Plan. Motion seconded by Councilor Siddoway.

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



Motion passed unanimously in the affirmative.

**26. Ordinance 12-04-2022 – An Ordinance Approving the Transfer of Certain Real Property to the Community Development and Renewal Agency of Santaquin City**

Motion made by Councilor Hathaway to approve Ordinance 12-04-2022 An Ordinance Approving the Transfer of Certain Real Property to the Community Development and Renewal Agency of Santaquin City. Councilor Siddoway seconded the motion.

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

Motion passed unanimously in the affirmative.

**REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES**

Councilor Mecham inquired about the projected completion date for the new City Hall building. Manager Beagley stated that projections are based on the laying of asphalt and is anticipated in late spring of 2023. Manager Beagley had no other updates.

**REPORTS BY MAYOR AND COUNCIL MEMBERS**

Councilor Hathaway thanked Councilors Adcock and Montoya for their recent representation with state legislators. Councilor Hathaway spoke about the hours that staff, council members, and mayor all put time and consideration into agenda items.

Councilor Mecham had no comments.

Councilor Siddoway spoke about an event that the city participated with Free Bikes 4 Kidz in which 20 local kids were able to receive new bikes and helmets. Councilor Siddoway expressed his gratitude to those who participated in and worked at the Holly Days festivities.

Councilor Adcock addressed the meeting with state legislators and county commissioners and appreciated the acknowledgement of those who appreciate working with Santaquin City. He wished the citizens a good and safe Christmas Holiday.

Councilor Montoya updated council members on recent planning meetings and activities with the Youth City Council. She expressed her gratitude to those who helped take down campaign signs around the city. She also expressed her gratitude to snowplow drivers and Public Works employees who have decorated for the holidays.

Mayor Olson expressed his appreciation to the Police Department and Utah County Sheriff for their work in citing those who have gone into the canyon to vandalize the parking lot and restroom facilities. He stated that he is meeting with many state and federal representatives in the coming weeks. Mayor Olson spoke to meetings held with MAG to address Main Street and Interstate construction costs.

**ADJOURNMENT**

Councilor Mecham motioned to adjourn the Regular City Council Meeting. Councilor Siddoway seconded the motion.

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

Motion passed unanimously in the affirmative.

Regular City Council Meeting adjourned at 9:33 p.m.

ATTEST:

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**Daniel M. Olson, Mayor**

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**Amalie R. Ottley, City Recorder**

SANTAQUIN CITY CORPORATION  
Check Register  
CHECKING - ZIONS - 12/17/2022 to 12/30/2022

Payee Name	Payment Date	Amount	Description	Ledger Account
ARCHIVESOCIAL, INC.	12/28/2022	\$5,988.00	Annual Subscription - Social Media Archiving	4340114 - SOCIAL MEDIA ARCHIVE SERVICE CONTRACT
BANK OF UTAH - ATTN: JARED ANDERSON	12/19/2022	\$31,593.60	Interest - 2018 Excise Tax Rev Bonds	4540882 - 2018 ROAD BOND - INTEREST
BANK OF UTAH - ATTN: JARED ANDERSON	12/23/2022	\$14,208.15	Additional Interest - 2018 Excise Tax Rev Bond	4540882 - 2018 ROAD BOND - INTEREST
		\$45,801.75		
BIG O' TIRES - SANTAQUIN	12/28/2022	\$149.98	Vehicle Maintenance, Moos	1054250 - EQUIPMENT MAINTENANCE
BLU LINE DESIGNS	12/21/2022	\$9,958.75	PRTOS Master Plan Update	5740730 - CAPITAL FACILITY PLAN UPDATE
BRADLEY, JOHN	12/21/2022	\$37.57	Reimbursement to John Bradley for Staff Recognition.	6740230 - EDUCATION, TRAINING, & TRAVEL
BUFFO'S TERMITE & PEST CONTROL	12/21/2022	\$212.00	Vole control	1070300 - PARKS GROUNDS SUPPLIES
CENTURY EQUIPMENT COMP	12/28/2022	\$11.39	Switch for backhoe	1060250 - EQUIPMENT MAINTENANCE
CENTURYLINK	12/21/2022	\$178.02	Land Line for Elevator & PD Emergency	4340240 - TELEPHONE & INTERNET
CHEMTECH-FORD, INC	12/21/2022	\$150.00	Water sampling	5140310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	12/28/2022	\$105.00	Effluent testing	5240310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	12/28/2022	\$150.00	Water quality testing	5140310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	12/28/2022	\$105.00	Effluent testing	5240310 - PROFESSIONAL & TECHNICAL SVCS
		\$510.00		
CHILD SUPPORT SERVICES/ORS	12/23/2022	\$140.31	Garnishment - Child Support	1022420 - GARNISHMENTS
DEPENDABLE DOOR SYSTEMS, INC	12/28/2022	\$430.00	Overhead door repair	1051300 - BUILDINGS & GROUND MAINTENANCE
EFTPS	12/23/2022	\$7,180.34	Medicare Tax	1022210 - FICA PAYABLE
EFTPS	12/23/2022	\$18,560.38	Federal Income Tax	1022220 - FEDERAL WITHHOLDING PAYABLE
EFTPS	12/23/2022	\$30,702.00	Social Security Tax	1022210 - FICA PAYABLE
		\$56,442.72		
ELLSWORTH PAULSEN CONSTRUCTION COMPANY	12/21/2022	\$39,514.92	Kitchen Equipment Prep & Installation	4140704 - NEW CITY HALL
EPIC ENGINEERING	12/28/2022	\$379.00	Epic Engineering Inspection and Testing for Summit Ridge Towns Phase B	1022450-388 - (INSP)[Plat B]SUMMIT RIDGE TOWNS
EPIC ENGINEERING	12/28/2022	\$4,235.00	Epic Engineering Inspection and Testing for Summit Ridge Towns Phase E	1022450-746 - (INSP)[Plat E]SR Towns
EPIC ENGINEERING	12/28/2022	\$948.50	Epic Engineering Inspection and Testing for Summit Ridge Towns Phase D	1022450-546 - (INSP)[Plat D] Summit Ridge Towns
EPIC ENGINEERING	12/28/2022	\$263.00	Epic Engineering Inspection and Testing for Falcon Ridge	1022450-535 - (INSP)FALCON RIDGE
EPIC ENGINEERING	12/28/2022	\$201.00	Epic Engineering Inspection and Testing for Heelis Farms Townhomes	1022450-544 - (INSP) Heelis Farms Townhomes
EPIC ENGINEERING	12/28/2022	\$1,380.30	Epic Engineering Testing for City Hall	4140704 - NEW CITY HALL
EPIC ENGINEERING	12/28/2022	\$3,764.50	Epic Engineering Inspection Summit Ridge PI Tank and Booster	5440749 - SR TANK & BOOSTER CAPITAL PROJECT
EPIC ENGINEERING	12/28/2022	\$5,436.00	Epic Engineering Inspection and Testing for Green Hollow	1022450-633 - (INSP)santaquin Estates
EPIC ENGINEERING	12/28/2022	\$3,996.00	Epic Engineering Inspection and Testing for Green Hollow	1022450-668 - (INSP) Green Hollow
EPIC ENGINEERING	12/28/2022	\$634.00	Epic Engineering Inspection and Testing for Foothill Village Plat S	1022450-575 - (INSP)[Plat S]FOOTHILL VILLAGE
EPIC ENGINEERING	12/28/2022	\$502.00	Epic Engineering Inspection and Testing for Foothill Village Plat T	1022450-577 - (INSP)[Plat T]FOOTHILL VILLAGE
EPIC ENGINEERING	12/28/2022	\$2,924.00	Epic Engineering Inspection and Testing for Orchards F-6	1022450-680 - (INSP) Orchards F-6
EPIC ENGINEERING	12/28/2022	\$506.00	Epic Engineering Inspection and Testing for Vista west Phase 2	1022450-709 - (INSP)Vistas West 2
EPIC ENGINEERING	12/28/2022	\$2,911.00	Epic Engineering Inspection and Testing for Vistas West Phase 4	1022450-719 - (INSP)Vistas West Phase 4
EPIC ENGINEERING	12/28/2022	\$2,508.00	Epic Engineering Inspection and Testing for Summit Ridge Towns Plat E	1022450-746 - (INSP)[Plat E]SR Towns
EPIC ENGINEERING	12/28/2022	\$6,786.25	Epic engineering Inspection and Testing for Vista's West Phase 1	1022450-715 - (INSP)Vistas West Phase 1

EPIC ENGINEERING	12/28/2022	\$69.00	Epic Engineering Inspection and Testing for Summit Ridge Towns Plat B	1022450-388 - (INSP)[Plat B]SUMMIT RIDGE TOWNS
EPIC ENGINEERING	12/28/2022	\$321.00	Epic Engineering Inspection and Testing for Johnson's Grove	1022450-302 - (INSP) JOHNSON'S GROVE APTS
EPIC ENGINEERING	12/28/2022	\$3,398.50	Epic Engineering Inspection and Testing for Summit Ridge Towns Plat e	1022450-746 - (INSP)[Plat E]SR Towns
EPIC ENGINEERING	12/28/2022	\$129.00	Epic Engineering Inspection and Testing for Summit Ridge Towns Plat D	1022450-546 - (INSP)[Plat D] Summit Ridge Towns
EPIC ENGINEERING	12/28/2022	\$26.50	Epic Engineering Inspection and Testing for Foothill Village Plat O	1022450-503 - (INSP) [Plat O]FOOTHILL VILLAGE
EPIC ENGINEERING	12/28/2022	\$34.50	Epic Engineering Inspection and Testing for Orchard F-6	1022450-680 - (INSP) Orchards F-6
EPIC ENGINEERING	12/28/2022	\$346.00	Epic Engineering Inspection and Testing for Orchards Hills Phase 2	1022450-531 - (INSP)[Phase 2]ORCHARDS HILLS TOWNHOMES
EPIC ENGINEERING	12/28/2022	\$69.00	Epic Engineering Inspection and Testing for Falcon Ridge	1022450-535 - (INSP)FALCON RIDGE
EPIC ENGINEERING	12/28/2022	\$34.50	Epic Engineering testing for Harvest View Phase 2	5740514 - HARVEST VIEW PARK - PHASE II
EPIC ENGINEERING	12/28/2022	\$191.00	Epic Engineering Testing for Santaquin City Hall	4140704 - NEW CITY HALL
EPIC ENGINEERING	12/28/2022	\$620.00	Epic Engineering Testing for SR PI tank and booster	5440749 - SR TANK & BOOSTER CAPITAL PROJECT
EPIC ENGINEERING	12/28/2022	\$6,630.00	Epic Engineering inspection and testing for Santaquin Estates	1022450-633 - (INSP)santaquin Estates
EPIC ENGINEERING	12/28/2022	\$156.50	Epic Engineering inspection and testing for Green hollow Subdivision	1022450-668 - (INSP) Green Hallow
EPIC ENGINEERING	12/28/2022	\$158.00	Epic Engineering inspection and testing for Foothill Village Plat M	1022450-569 - (INSP)[Plat M]FOOTHILL VILLAGE
EPIC ENGINEERING	12/28/2022	\$158.00	Epic Engineering inspection and testing for Foothill Village Plat N	1022450-571 - (INSP)[Plat N]FOOTHILL VILLAGE
EPIC ENGINEERING	12/28/2022	\$297.50	Epic Engineering inspection and testing Foothill Village Plat Q	1022450-573 - (INSP)[Plat Q]FOOTHILL VILLAGE
EPIC ENGINEERING	12/28/2022	\$69.00	Epic Engineering inspection and testing for Foothill Village Plat S	1022450-575 - (INSP)[Plat S]FOOTHILL VILLAGE
EPIC ENGINEERING	12/28/2022	\$302.00	Epic Engineering inspection and testing for Foothill Village Plat T	1022450-577 - (INSP)[Plat T]FOOTHILL VILLAGE
EPIC ENGINEERING	12/28/2022	\$502.50	Epic Engineering inspection and testing for Orchards F-6	1022450-680 - (INSP) Orchards F-6
EPIC ENGINEERING	12/28/2022	\$1,813.00	Epic Engineering inspection and testing for The Vista's Phase 2	1022450-709 - (INSP)Vistas West 2
EPIC ENGINEERING	12/28/2022	\$247.00	Epic Engineering inspection and testing for The Vista's Phase 3	1022450-717 - (INSP)Vistas West Phase 3
EPIC ENGINEERING	12/28/2022	\$4,382.00	Epic Engineering inspection and testing for The Vista's Phase 4	1022450-719 - (INSP)Vistas West Phase 4
EPIC ENGINEERING	12/28/2022	\$5,579.50	Epic Engineering inspection and testing for The Vista's Phase 5	1022450-721 - (INSP)Vistas West Phase 5
EPIC ENGINEERING	12/28/2022	\$7,416.00	Epic Engineering inspection and testing for Summit Ridge Towns Plat E	1022450-746 - (INSP)[Plat E]SR Towns
EPIC ENGINEERING	12/28/2022	\$4,123.00	Epic Engineering inspection and testing for The Vista's Phase 1	1022450-715 - (INSP)Vistas West Phase 1
EPIC ENGINEERING	12/28/2022	\$3,297.00	Epic Engineering Testing and inspection for 2022 road project	4540200 - ROAD MAINTENANCE
EPIC ENGINEERING	12/28/2022	\$189.00	Epic Engineering Testing and inspection for Road Cut	1022450-734 - (INSP)139 N 200 E -Utilities
EPIC ENGINEERING	12/28/2022	\$189.00	2022 Street Overlay Marshal's Cove	4540200 - ROAD MAINTENANCE
		\$78,122.55		
FIRST SOURCE FUELS	12/28/2022	\$619.37	Fuel for onsite tanks	5440260 - FUEL
FIRST SOURCE FUELS	12/28/2022	\$619.38	Fuel for onsite tanks	1060260 - FUEL
FIRST SOURCE FUELS	12/28/2022	\$619.38	Fuel for onsite tanks	1070260 - FUEL
FIRST SOURCE FUELS	12/28/2022	\$619.38	Fuel for onsite tanks	1077260 - FUEL
FIRST SOURCE FUELS	12/28/2022	\$619.38	Fuel for onsite tanks	5140260 - FUEL
FIRST SOURCE FUELS	12/28/2022	\$619.38	Fuel for onsite tanks	5240260 - FUEL
		\$3,716.27		
FLEETPRIDE	12/21/2022	\$167.34	Trailer parts	5240550 - WRF - EQUIPMENT MAINTENANCE
FLEETPRIDE	12/21/2022	-\$167.34	Trailer parts credit memo	5240550 - WRF - EQUIPMENT MAINTENANCE
FLEETPRIDE	12/21/2022	\$64.76	Wheel chock for trucks	1060240 - SUPPLIES
FLEETPRIDE	12/28/2022	\$141.17	Lights for snow plow	1060250 - EQUIPMENT MAINTENANCE
FLEETPRIDE	12/21/2022	\$320.36	Springs for 2023 flatbed	1060250 - EQUIPMENT MAINTENANCE
FLEETPRIDE	12/21/2022	\$320.36	Springs for 2023 flatbed	1070250 - EQUIPMENT MAINTENANCE
FLEETPRIDE	12/21/2022	\$320.36	Springs for 2023 flatbed	5240250 - EQUIPMENT MAINTENANCE
FLEETPRIDE	12/21/2022	\$320.36	Springs for 2023 flatbed	5440250 - EQUIPMENT MAINTENANCE
		\$1,487.37		
HANSEN, ALLEN & LUCE, INC	12/21/2022	\$2,397.21	Progress Payment for Engineering Services During Construction	4140705-001 - SR TANK & BOOSTER - Engineering
HANSEN, ALLEN & LUCE, INC	12/21/2022	\$777.91	Water Rights Work	6040720 - IMPACT FEES
HANSEN, ALLEN & LUCE, INC	12/21/2022	\$777.92	Water Rights Work	5540720 - IMPACT FEE
HANSEN, ALLEN & LUCE, INC	12/21/2022	\$581.55	Water Rights Work	5540720 - IMPACT FEE
HANSEN, ALLEN & LUCE, INC	12/21/2022	\$581.55	Water Rights Work	6040720 - IMPACT FEES
		\$5,116.14		
HEALTH EQUITY INC,	12/23/2022	\$8,090.81	HSA Employer/Employee Contributions - December 2022	1022503 - HSA

HONEY BUCKET	12/21/2022	\$88.00	Portable restroom Cemetery	1077300 - CEMETERY GROUNDS MAINTENANCE
INGRAM BOOK GROUP	12/21/2022	\$14.39	Library book	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
JCM CONSULTING, INC	12/21/2022	\$250.00	Scoring Units for Employee Evaluations	1043210 - BOOKS,SUBSCRIPTIONS,MEMBERSHIP
JMART PRINTING	12/28/2022	\$30.00	Business cards for new supervisor Melinda Matheson	6740240 - SUPPLIES
KEITH JUDDS PRO-SERVICE, INC	12/28/2022	\$232.77	Battery, Lerwill's Vehicle	1054250 - EQUIPMENT MAINTENANCE
KEITH JUDDS PRO-SERVICE, INC	12/28/2022	\$232.77	Battery, Shepherd's Vehicle	1054250 - EQUIPMENT MAINTENANCE
		\$465.54		
LES OLSON COMPANY	12/21/2022	\$441.19	Service Contract & Charges for # of copies	4340300 - COPIER CONTRACT
MACEYS - SANTAQUIN	12/21/2022	\$57.41	Senior Food	7540480 - FOOD
MACEYS - SANTAQUIN	12/21/2022	\$24.73	senior food	7540480 - FOOD
MACEYS - SANTAQUIN	12/21/2022	\$20.86	Senior Food	7540480 - FOOD
MACEYS - SANTAQUIN	12/21/2022	\$20.00	Senior Food	7540480 - FOOD
MACEYS - SANTAQUIN	12/21/2022	\$31.96	Senior Food	7540480 - FOOD
MACEYS - SANTAQUIN	12/21/2022	\$14.93	Senior Food	7540480 - FOOD
MACEYS - SANTAQUIN	12/21/2022	\$59.86	youth city council food	1041670 - YOUTH CITY COUNCIL EXPENSES
MACEYS - SANTAQUIN	12/21/2022	\$53.34	Senior Food	7540480 - FOOD
MACEYS - SANTAQUIN	12/21/2022	\$39.93	November Employee Luncheon	1043480 - EMPLOYEE RECOGNITIONS
MACEYS - SANTAQUIN	12/21/2022	\$53.91	Senior Food	7540480 - FOOD
		\$376.93		
MOUNTAIN ALARM	12/21/2022	\$53.40	Alarm monitoring for Public Safety	1051300 - BUILDINGS & GROUND MAINTENANCE
MOUNTAINLAND ASSOCIATIONS OF GOVERNMENTS	12/21/2022	\$6,250.00	Annual Local Contribution	1043210 - BOOKS,SUBSCRIPTIONS,MEMBERSHIP
MOUNTAINLAND SUPPLY	12/21/2022	\$50.52	Fire hydrant adapter	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	12/21/2022	\$395.00	Irragation box for East Side Park	5440240 - SUPPLIES
		\$445.52		
NEBO LODGE #45	12/23/2022	\$18.00	FOP Dues (Nebo Lodge #45)	1022425 - FOP DUES
OUT BACK GRAPHICS, LLC	12/21/2022	\$10.20	Emblems for coats and shirts	1060350 - SAFETY & PPE
OUT BACK GRAPHICS, LLC	12/21/2022	\$10.20	Emblems for coats and shirts	1070350 - SAFETY - PPE
OUT BACK GRAPHICS, LLC	12/21/2022	\$10.20	Emblems for coats and shirts	5140350 - SAFETY & PPE
OUT BACK GRAPHICS, LLC	12/21/2022	\$10.20	Emblems for coats and shirts	5240350 - SAFETY & PPE
OUT BACK GRAPHICS, LLC	12/21/2022	\$10.20	Emblems for coats and shirts	5440350 - SAFETY & PPE
OUT BACK GRAPHICS, LLC	12/21/2022	\$788.00	Sign replacement	1060490 - STREET SIGNS
		\$839.00		
PAYSON AUTO SUPPLY - NAPA	12/21/2022	\$23.44	Shop supplies	1060240 - SUPPLIES
PAYSON AUTO SUPPLY - NAPA	12/21/2022	\$23.44	Shop supplies	1070300 - PARKS GROUNDS SUPPLIES
PAYSON AUTO SUPPLY - NAPA	12/21/2022	\$23.44	Shop supplies	5140240 - SUPPLIES
PAYSON AUTO SUPPLY - NAPA	12/21/2022	\$23.44	Shop supplies	5240240 - SUPPLIES
PAYSON AUTO SUPPLY - NAPA	12/21/2022	\$23.44	Shop supplies	5440240 - SUPPLIES
		\$117.20		
PIERCE, JESSICA *	12/28/2022	\$95.12	Refund: 365105 - PIERCE, JESSICA *	5113110 - ACCOUNTS RECEIVABLE
POLYDYNE INC.	12/28/2022	\$4,261.21	polymer	5240510 - WRF - CHEMICAL SUPPLIES
POLYDYNE INC.	12/21/2022	-\$4,261.21	Polymer return (bad)	5240510 - WRF - CHEMICAL SUPPLIES

POLYDYNE INC.	12/28/2022	\$4,261.21	polymer	5240510 - WRF - CHEMICAL SUPPLIES
POLYDYNE INC.	12/21/2022	\$4,261.21	polymer for screw	5240510 - WRF - CHEMICAL SUPPLIES
		\$8,522.42		
PROVSTGAARD, BART	12/21/2022	\$30.00	Boot Reimbursement	1060350 - SAFETY & PPE
PROVSTGAARD, BART	12/21/2022	\$30.00	Boot Reimbursement	1070350 - SAFETY - PPE
PROVSTGAARD, BART	12/21/2022	\$30.00	Boot Reimbursement	5140350 - SAFETY & PPE
PROVSTGAARD, BART	12/21/2022	\$30.00	Boot Reimbursement	5140350 - SAFETY & PPE
PROVSTGAARD, BART	12/21/2022	\$30.00	Boot Reimbursement	5240350 - SAFETY & PPE
		\$150.00		
REDMOND MINERALS, INC	12/21/2022	\$1,191.08	Road Salt	1060240 - SUPPLIES
REDMOND MINERALS, INC	12/28/2022	\$1,151.92	road salt	1060240 - SUPPLIES
		\$2,343.00		
REMEMBER YOUR MEMORIES	12/21/2022	\$160.18	Miss Santaquin Event Printing	6440200 - PAGEANT EXPENSES
ROCKY MOUNTAIN AIR SOLUTIONS	12/21/2022	\$19.77	Oxygen for torch	1060240 - SUPPLIES
ROCKY MOUNTAIN AIR SOLUTIONS	12/21/2022	\$19.77	Oxygen for torch	5140240 - SUPPLIES
ROCKY MOUNTAIN AIR SOLUTIONS	12/21/2022	\$19.77	Oxygen for torch	5440240 - SUPPLIES
ROCKY MOUNTAIN AIR SOLUTIONS	12/21/2022	\$19.78	Oxygen for torch	5240240 - SUPPLIES
		\$79.09		
ROCKY MOUNTAIN POWER	12/21/2022	\$34.57	Street lights	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/21/2022	\$15.03	1250 South Canyon road SCADA panel	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	12/21/2022	\$5.98	80 E 770 N	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/21/2022	\$22.12	154 E 950 S	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/21/2022	\$47.23	1005 S RED BARN	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/21/2022	\$52.96	415 TRAVERTINE WAY	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/21/2022	\$21.07	1026 E MAIN STREET	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/21/2022	\$19.16	1000 N CENTER PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	12/21/2022	\$439.13	1213 N CENTER ST - PUBLIC WORKS BLDG SITE	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	12/21/2022	\$980.90	10 W GINGER GOLD ROAD (LIFT STATION)	5240270 - UTILITIES
ROCKY MOUNTAIN POWER	12/21/2022	\$12,156.55	1215 N CENTER	5240500 - WRF - UTILITIES
ROCKY MOUNTAIN POWER	12/21/2022	\$28.55	115 W 860 N - STRONGBOX	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/21/2022	\$31.38	1269 S RED CLIFF DRIVE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/21/2022	\$62.60	1595 S LONGVIEW ROAD	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	12/21/2022	\$167.67	759 S Badger Way	1060270 - UTILITIES - STREET LIGHTS
		\$14,084.90		
SANTAQUIN CITY UTILITIES	12/23/2022	\$200.00	Cemetery	1022350 - UTILITIES PAYABLE
SANTAQUIN CITY UTILITIES	12/23/2022	\$785.00	Utilities	1022350 - UTILITIES PAYABLE
		\$985.00		
SELECTHEALTH, INC	12/28/2022	\$62,821.00	Heath Insurance Premiums - Jan 2022	1022500 - HEALTH INSURANCE
SHUTT, KATE	12/28/2022	\$175.00	Refund	6840807 - TUMBLING/GYMNASTICS
SO UT VALLEY ANIMAL SHELTER	12/28/2022	\$160.00	Dog Licenses x 6	1054350 - UTAH COUNTY ANIMAL SHELTER
SPRINT SOLUTIONS, INC	12/28/2022	\$118.34	Jared's phone	1068280 - TELEPHONE
SPRINT SOLUTIONS, INC	12/28/2022	\$148.34	Greggs phone	5240280 - TELEPHONE
		\$266.68		
STAPLES	12/21/2022	\$33.51	Computer Speakers & Pens	1042240 - SUPPLIES

TWO TWENTY TEES	12/21/2022	\$870.00	cheer tank tops	6840807 - TUMBLING/GYMNASTICS
UTAH COUNTY LODGE #31	12/23/2022	\$198.00	FOP Dues (Ut County Lodge #31)	1022425 - FOP DUES
UTAH STATE DIVISION OF FINANCE	12/19/2022	\$9,000.00	Interest - 2011B Sewer Revenue Bond	5640860 - DEBT SERVICE - INTEREST
UTAH STATE DIVISION OF FINANCE	12/19/2022	\$30,870.00	Interest - 2011A-1 Sewer Revenue Bond	5640860 - DEBT SERVICE - INTEREST
UTAH STATE DIVISION OF FINANCE	12/19/2022	\$345,000.00	Principal - 2011A-1 Sewer Revenue Bond	562535.2 - 2011A-1 Sewer Revenue Bond repaid
		\$384,870.00		
UTAH STATE RETIREMENT	12/22/2022	\$50.00	Traditional IRA	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	12/22/2022	\$529.88	Retirement Loan Payment	1022325 - RETIREMENT LOAN PAYMENT
UTAH STATE RETIREMENT	12/22/2022	\$796.00	Roth IRA	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	12/22/2022	\$1,055.21	457	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	12/22/2022	\$1,113.57	401K - Tier 1 Parity	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	12/22/2022	\$4,245.72	401K	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	12/22/2022	\$26,473.83	Retirement	1022300 - RETIREMENT PAYABLE
		\$34,264.21		
UTILITEM (UTILITY COST MANAGEMENT CONSULTANTS)	12/28/2022	\$95.72	Utility Savings Program Match	1051270 - UTILITIES
WAXIE SANITARY SUPPLY	12/28/2022	\$434.15	Cleaning supplies for buildings	5140240 - SUPPLIES
WPA ARCHITECTURE, PC	12/21/2022	\$3,196.80	Architectural Services During Construction	4140704-002 - NEW CITY HALL - ARCHITECTURAL SERVICES
		\$779,102.50		



## MEMORANDUM

To: Mayor Olson & City Council Members

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

Date: December 30, 2022

Re: MAG Interlocal Agreement for Regional Grid Roadway Connectivity Study

Per Mayor Olson's request, the Mountainland Association of Governments (MAG) has agreed to provide \$50,000 for a Regional Grid Roadway Connectivity Study. This study will help to inform entities that provide transportation systems within south Utah County (Santaquin, MAG, UDOT, Utah County, Payson, etc.) how to best plan for regional roadway connectivity as the south end of Utah County continues to grow.

For your review and consideration, I have attached the MAG interlocal agreement.

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

Recommended motion: Authorize Mayor Olson to sign an interlocal agreement with MAG for the Regional Roadway Connectivity Study funding of \$50,000.





## **RESOLUTION 01-01-2023**

### **A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH MOUNTAINLAND ASSOCIATION OF GOVERNMENTS REGARDING FUNDING FOR A REGIONAL ROADWAY CONNECTIVITY STUDY**

**WHEREAS**, pursuant to the provisions of the Interlocal Cooperation Act (“Act”), Title 11, Chapter 13, Utah Code, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

**WHEREAS**, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of both Utah County and Santaquin City; and

**WHEREAS**, the parties to this Agreement are public agencies as defined in the Act; and

**WHEREAS**, Mountainland Association of Governments (MAG), in an effort to effectively and efficiently plan for appropriate and adequate regional roadway connectivity in the South Utah County area, desires to provide funding to Santaquin City for a regional roadway connectivity study; and

**WHEREAS**, it is to the mutual benefit of both Utah County and Santaquin City to enter into an agreement providing for the parties’ joint efforts to plan for effective planning for regional roadway connectivity; and

**WHEREAS**, Santaquin City agrees to be the project sponsor and to hire a consultant to prepare the study;

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

**SECTION 1:** The attached document represents an Interlocal Cooperation Agreement with Mountainland Association of Governments (MAG) Regarding the Regional Roadway Connectivity Study.

**SECTION 2:** This Resolution shall become effective upon passage.

Approved on this the 3<sup>rd</sup> day of January 2023.

---

Daniel M. Olson, Mayor

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

Attest:

---

Amalie R. Ottley, City Recorder

**INTER-LOCAL COOPERATION AGREEMENT**  
**between**  
**MOUNTAINLAND ASSOCIATION OF GOVERNMENTS and**  
**SANTAQUIN CITY**

**For A Project Known As**

**SANTAQUIN REGIONAL GRID CONNECTION STUDY**

**THIS AGREEMENT**, made and entered into this 5 day of January 2023, by and between **MOUNTAINLAND ASSOCIATION OF GOVERNMENTS (Program Manager)**, an inter-local agency of the State of Utah, with principal offices located at 586 East 800 North, Orem UT and **SANTAQUIN CITY (Project Sponsor)**, a political subdivision of the State of Utah.

**RECITALS:**

**WHEREAS**, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties, inter-local agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

**WHEREAS**, the Program Manager and the Project Sponsor desire to facilitate a study known as the Santaquin Regional Grid Connection Study (**Approved Project**); and

**WHEREAS**, the Project Sponsor held duly noticed public meetings wherein this Agreement was considered and an Authorizing Resolution was presented for approval by the respective legislative bodies. ; and

**WHEREAS**, the Program Manager approved this Agreement by the commission or officer vested with the executive power.

**NOW THEREFORE**, in consideration of the covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Program

Manager and the Project Sponsor hereby agree as follows:

**Section 1. PURPOSES.**

This Agreement has been established and entered into between the Program Manager and the Project Sponsor for the purpose of outlining the respective rights and responsibilities of the Program Manager and the Project Sponsor in the completion of the Approved Project.

**Section 2. ADMINISTRATION OF AGREEMENT.**

The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, the Mountainland Association of Governments TIP Projects Manager shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Mountainland Financial Manager/Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times.

**Section 3. MULTIPLE JURISDICTIONS.**

If a project is within multiple jurisdictions and/or agencies, one jurisdiction or agency will enter into this interlocal agreement and interface with the Program Manager as the Project Sponsor. Multiple jurisdictions and/or agencies interactions will be outlined within a separate interlocal agreement between said jurisdictions and/or agencies. This agreement shall be referenced in such agreement as an Exhibit.

**Section 4. EFFECTIVE DATE; DURATION.**

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of the Program Manager and the Project Sponsor. The term of this Agreement shall be from the date of execution hereof until the terms and obligations identified herein are completed, but in no event longer than 1 year from the execution date.

**Section 5. NO SEPARATE LEGAL ENTITY.**

The Program Manager and the Project Sponsor do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.

## **Section 6. TERMS.**

- 1) **Project Scope** – See attached addendum
- 2) **Procurement** - The Project Sponsor will designate a qualified project manager from its staff or hire a project manager from the Project Sponsors consultant pool or the prequalified UDOT pool, who will be responsible for project delivery. The Project Sponsor shall follow Utah state code Section 63G-6a-101 or its own procurement/purchasing policy. Different project engineers can be designated or hired for different phases of the project.
- 3) **Project Development** - The Project Sponsor and the designated project manager will conduct the study and allow the Program Manager throughout the process and provide a final written report.
- 4) **Project Hold** - The Program Manager has the authority to place a project on hold at any time during the project development process or withhold reimbursement of invoices during the construction process if the Program Manager deems that the Approved Project is not within the Approved Project scope or budget. The Program Manager shall notify the Project Sponsor of the hold in writing and will work with the Project Sponsor to rectify the issues promptly. If the Project Sponsor and Program Manager cannot bring the Approved Project back into scope or if additional funding is needed above what the Program Manager or the Project Sponsor can provide, the issues will be brought to the Mountainland MPO committees for their review, recommendations, resolutions, and approvals.
- 5) **Total Project Cost** - Both the Program Manager and Project Sponsor acknowledge that the Approved Project has been authorized by the Mountainland MPO Board to be funded at an amount not to exceed \$50,000 (Total Project Cost) for the direct costs of the Approved Project.
  - a) **Matching Funds** - The Project Sponsor is required to pay a match or portion of the Total Project Cost. This amount is 6.77% of the Total Project Cost equaling \$3,385.
  - b) **Reimbursement** - The Project Sponsor, if desiring reimbursement for the direct costs of the Approved Project, will provide the Program Manager with one monthly itemized invoice detailing actual costs for the study. The Program Manager agrees to reimburse the Project Sponsor within 30 days of receiving acceptable itemized invoices establishing the

validity of the direct costs of the Approved Project. The maximum amount of reimbursement from the Program Manager to the Project Sponsor for any fiscal year shall be the available funds actually received by the Program Manager for such fiscal year. The maximum amount of reimbursement from the Program Manager to the Project Sponsor for the entire cost of the Approved Project shall not exceed \$46,615 (Total Project Cost less Matching Funds). Any costs which exceed \$46,615 shall be the sole responsibility of the Project Sponsor. The Program Manager will review and approve monthly each itemized invoice and will reimburse the total invoice amount less the required matching funds.

- c) **Surplus Funds** - Any surplus funds remaining after the completion of the Approved Project will be returned to the Mountainland or Utah County fund balance to be reallocated to other projects selected through the MPO project selection process. Note that Mountainland and Utah County selects and funds projects, not project sponsors. Surplus funds cannot be moved to a new project not already approved through the MPO project selection process. Any surplus funds paid by the Project Sponsor shall be returned to the Project Sponsor.
- 6) **Other Expenses** - Except as otherwise expressly stated herein, all expenses not identified as a part of the Approved Project or executed prior to the Agreement shall be the sole responsibility of the Project Sponsor.
- 7) **No Third-Party Rights** - The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Project Sponsor and Program Manager. This Agreement is not intended to nor shall it be construed to benefit any third party.
- 8) **Recitals** - The Recitals portion of this Agreement constitutes a part of this Agreement.

## **Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT.**

Executed copies of this Agreement shall be placed on file with the official keeper of records of the Program Manager and the Project Sponsor, and shall remain on file for public inspection during the term of this Agreement.

## **Section 8. AMENDMENTS.**

- 1) **Amending this Agreement** - This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be: (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, and (c) filed in the official records of each party.
- 2) **Change Orders** - Changes can occur throughout a project. Changes that are outside the scope outlined in this Agreement must be amended as stated above. Minor changes and adjustments that fall within the original project scope can be addressed with a change order. A change order does not require amending this agreement. A change order is defined as that additional effort necessary by reason of changed conditions which are radical, unforeseen, and completely beyond the control of the Project Sponsor. The Project Sponsor shall create the change order and keep records of them. Any additional costs incurred can be covered by the construction contingency or by added local funding and should be addressed in the change order. If additional costs are more than the construction contingency and available local funds, the Project Sponsor shall contact the Program Manager to review funding options.

## **Section 9. EXTRA WORK.**

Extra work shall be undertaken only when previously authorized in writing by the Program Manager, and is defined as additional work which is neither shown nor defined in this Agreement. Extra work includes additional improvements adjacent to the Approved Project or in other locations that the Project Sponsor desires to complete as a package of other approved projects. Extra work can be for utility projects, facilities that tie into the Approved Project, project betterments, or other work desired by the Project Sponsor. No costs incurred by extra work can be billed to the Approved Project. Any invoices submitted by the Project Sponsor shall clearly detail costs incurred by the Approved Project and list separately costs incurred by the extra work. Extra work shall be outlined in a new exhibit.

## **Section 10. SEVERABILITY.**

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law, which would render any of the terms of this Agreement unenforceable.

#### **Section 11. GOVERNING LAW.**

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

#### **Section 12. INDEMNIFICATION.**

The Project Sponsor shall indemnify and hold the Program Manager harmless from any and all claims of liability for any injury or damage to any person or property whatsoever occurring in, on or about the Approved Project or any part thereof. The Project Sponsor shall further indemnify and hold the Program Manager harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the Project Sponsor's part to be performed under the terms of this Agreement, or arising from any act or negligence of the Project Sponsor, or any of the Project Sponsor's agents, employees, contractors, subcontractors, or invitees and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Both the Project Sponsor and Program Manager agree that the terms of this Agreement are subject to, and not a waiver of, the protections, immunities and liability limits of the Governmental Immunity Act, U.C.A. 63G-1-101, et. seq. The Project Sponsor's obligations under this provision shall survive the expiration or other termination of this Agreement.

#### **Section 13. ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.



IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

**MOUNTAINLAND ASSOCIATION OF GOVERNMENTS**

Authorized and passed on this 5 day of January 2023,

GOVERNMENTS

MOUNTAINLAND ASSOCIATION OF

UTAH COUNTY, UTAH

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ATTEST:

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REVIEWED AS TO FORM AND  
COMPATIBILITY WITH APPLICABLE  
LAW:

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

**SANTAQUIN CITY**

Authorized and passed on this 3 day of January 2023,

SANTAQUIN CITY

---

Daniel M. Olson  
Mayor

ATTEST:

---

Amalie R. Ottley  
Recorder

REVIEWED AS TO FORM AND  
COMPATIBILITY WITH APPLICABLE  
LAW:

By: 

---

Brett B. Rich



## MEMORANDUM

To: Mayor Olson & City Council Members

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

Date: December 30, 2022

Re: Town of Genola Interlocal Agreement for Law Enforcement and EMS Services

Due to the recent market force wage increases within both the City's Police Department and Fire and EMS Department, we have need to update our law enforcement and EMS interlocal agreement with Genola town. This amended agreement accounts for the recently increased public safety wages and other related police and fire department costs.

For your review and consideration, I have attached the Town of Genola amended interlocal agreement.

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

Recommended motion: Authorize Mayor Olson to sign an amended interlocal agreement with the Town of Genola for law enforcement and EMS services.



## **RESOLUTION 01-02-2023**

### **A RESOLUTION APPROVING AN AMENDED INTERLOCAL COOPERATION AGREEMENT WITH THE TOWN OF GENOLA FOR LAW ENFORCEMENT AND EMERGENCY MEDICAL SERVICES (EMS)**

**WHEREAS**, both Santaquin and Genola have the responsibility to provide peace officers to preserve the public peace, prevent crime, detect and arrest offenders, suppress riots, protect persons and property, remove nuisances existing in public streets, roads, and highways, enforce every law relating to the suppression of offenses, and perform all duties required of them by ordinance or resolution; and

**WHEREAS**, Santaquin has the responsibility to provide Emergency Medical Services (“EMS”) within a geographical boundary established by the State of Utah, which includes the boundaries of Genola; and

**WHEREAS**, Santaquin has an established Police Department complete with the physical facilities, equipment, administration and personnel, of sufficient capacity to serve the needs of both Santaquin and Genola; and

**WHEREAS**, Santaquin has an established Emergency Medical Services unit provided through its Fire Department complete with physical facilities, equipment, administration and personnel, of sufficient capacity to serve the needs of the geographical boundary established by the State of Utah, which is inclusive of, but not limited to, Santaquin and Genola; and

**WHEREAS**, Santaquin and Genola previously entered into an Interlocal Cooperation Agreement through which, Santaquin has provided and does now provide law enforcement service to Genola; and

**WHEREAS**, both Santaquin and Genola desire to amend certain provisions of the aforementioned Interlocal Cooperation Agreement to better accommodate the needs of both municipalities; and

**WHEREAS**, the governing body of each of the parties has by resolution agreed to adopt this Amended Agreement for the provision of law enforcement and EMS services;

**NOW, THEREFORE,** the parties hereto agree as follows:

**SECTION 1:** The attached document represents an amended Interlocal Cooperation Agreement with the Town of Genola for law enforcement and emergency medical services (EMS).

**SECTION 2:** This Resolution shall become effective upon passage.

Approved on this the 3<sup>rd</sup> day of January 2023.

---

Daniel M. Olson, Mayor

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

Attest:

---

Amalie R. Ottley, City Recorder

**AGREEMENT NO. \_\_\_\_\_**

**AMENDED INTERLOCAL COOPERATION AGREEMENT FOR LAW  
ENFORCEMENT AND EMERGENCY MEDICAL SERVICES (EMS)**

THIS AMENDED INTERLOCAL COOPERATION AGREEMENT, made and entered into this 3<sup>rd</sup> day of January, 2023, by and between Santaquin City, a fourth class city of the State of Utah, (hereinafter referred to as “Santaquin”), and Genola Town, a fifth class city of the State of Utah, (hereinafter referred to as “Genola”).

**WITNESSETH:**

**WHEREAS**, both Santaquin and Genola have the responsibility to provide peace officers to preserve the public peace, prevent crime, detect and arrest offenders, suppress riots, protect persons and property, remove nuisances existing in public streets, roads, and highways, enforce every law relating to the suppression of offenses, and perform all duties required of them by ordinance or resolution; and

**WHEREAS**, Santaquin has the responsibility to provide Emergency Medical Services (“EMS”) within a geographical boundary established by the State of Utah, which includes the boundaries of Genola; and

**WHEREAS**, Santaquin has an established Police Department complete with the physical facilities, equipment, administration and personnel, of sufficient capacity to serve the needs of both Santaquin and Genola; and

**WHEREAS**, Santaquin has an established Emergency Medical Services unit provided through its Fire Department complete with physical facilities, equipment, administration and personnel, of sufficient capacity to serve the needs of the geographical boundary established by the State of Utah, which is inclusive of, but not limited to, Santaquin and Genola; and

**WHEREAS**, Santaquin and Genola previously entered into an Interlocal Cooperation Agreement through which, Santaquin has provided and does now provide law enforcement service to Genola; and

**WHEREAS**, both Santaquin and Genola desire to amend certain provisions of the aforementioned Interlocal Cooperation Agreement to better accommodate the needs of both municipalities; and

**WHEREAS**, the governing body of each of the parties has by resolution agreed to adopt this Amended Agreement for the provision of law enforcement and EMS services;

**NOW, THEREFORE**, the parties hereto agree as follows:

## **Section 1. EFFECTIVE DATE AND DURATION**

Santaquin and Genola intend that this Amended Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon approval and execution hereof by the governing bodies of Santaquin and Genola. Although by law, an Interlocal Cooperation Agreement is not effective until executed and filed with each of the respective parties as established in Section 8 hereof, once effective this Amended Interlocal Cooperation Agreement shall apply to the relationship of the parties as of December 1, 2022, shall remain effective until its annual anniversary date, which is defined herein to be June 30, 2023, and shall automatically renew for one year periods unless otherwise terminated as provided for herein. This Agreement shall not, in any event, continue to renew for a period longer than fifty (50) years from the effective date hereof.

## **Section 2. ADMINISTRATION OF AMENDED INTERLOCAL COOPERATION AGREEMENT**

Santaquin and Genola neither contemplate nor intend to establish a separate legal or administrative entity under the terms of this Amended Interlocal Cooperation Agreement. Santaquin and Genola agree that, pursuant to Section 11-13-7, Utah Code Annotated, 1953 as amended, the governing body of Santaquin shall act as the administrator responsible for the administration of this Amended Interlocal Cooperation Agreement. The parties further agree that this Amended Interlocal Cooperation Agreement neither anticipates nor provides for any organizational changes in the parties. Santaquin agrees to keep all books and records required by this Amended Agreement in such form and manner as the Santaquin Auditor shall specify and further agrees that said books shall be open for examination by Genola at reasonable times. All records created or received by Santaquin in accordance with this Amended Agreement shall be Santaquin records. The parties agree that no joint real or personal property will be acquired, held, or disposed of as part of this Amended Agreement.

## **Section 3. PURPOSES AND DESCRIPTION OF SERVICES**

3.1 This Amended Interlocal Cooperation Agreement has been established and entered into between Santaquin and Genola for the purpose of providing law enforcement services to Genola by the Police Department of Santaquin as well as Emergency Medical Service by the Fire Department of Santaquin. This Agreement does not address or provide for services by the Santaquin Fire Department except those emergency medical services specifically identified herein.

3.2 Genola hereby appoints the Santaquin Police Chief as the Chief of Police of Genola pursuant to Sections 10-3-918 and 10-3-913, Utah Code Annotated, 1953, as amended, and each of the sworn police officers of Santaquin shall also be deemed to be police officers for the Town of Genola for purposes of, and pursuant to, Sections 10-3-918, 10-3-919, 10-3-914, and 10-3-915, Utah Code Annotated, 1953, as amended.

3.3 The Police Chief and through him each of the police officers, shall be subordinate to the Governing Body of Santaquin; and also, when performing tasks on behalf of the Town of Genola, to the Governing Body of Genola.

3.4 The Police Chief and each of the police officers, and the Emergency Medical Service personnel, shall remain solely employees of Santaquin City for purposes of payment of salaries, wages, withholdings, and benefits; personnel policies and procedures; training; and hiring and firing. All such purposes shall be handled exclusively by and at the sole discretion of, Santaquin City.

3.5 The Town of Genola's EMTs and Paramedics, certified by the State of Utah, can elect to be included on the Santaquin Fire/EMS Roster. The Town of Genola's EMTs and Paramedics are invited to participate in all Santaquin Fire/EMS training and drills.

3.6 The Town of Genola's Fire Jurisdiction area will be included under Santaquin EMS license for ground medical transport. Santaquin Fire/EMS will provide first-in service, response and transport for medical calls. Santaquin Fire/EMS will bill patients for ambulance service and transports.

#### **Section 4. MANNER OF FINANCING**

In consideration of the above services, Genola shall pay Santaquin for its Law Enforcement and Emergency Medical Service Expenses as follows:

4.1 The parties agree that the fee for the period from December 1, 2022 through June 30, 2023, shall be Seventy-Four Thousand Six Hundred Sixty-Seven Dollars (\$74,667.00), to be paid in equal monthly installments. Beginning with the first renewal of this Agreement on July 1, 2023, the annual fee shall be increased to One Hundred Fifty-Eight Thousand Three Hundred Dollars (\$158,300.00), plus a Cost-of-Living Adjustment ("COLA"). Except as otherwise provided in Subsection 4.2, the COLA shall be based on the U.S. Department of Labor Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U) percentage of change for the preceding available twelve (12) month period.

4.2 Because the salaries and benefits of law enforcement officers have increased substantially in recent years, to maintain necessary law enforcement coverage, the parties hereto recognize and agree that the COLA as calculated in Subsection 4.1 might not be sufficient to retain existing law enforcement officers, or to attract new officers. Therefore, the parties agree that in the event local market forces necessitate greater increases in law enforcement salaries and/or benefits, the method of calculating the COLA may be adjusted by mutual agreement of the parties as necessary to assure sufficient law enforcement coverage as provided in this Agreement.

4.3 In addition to the aforementioned annual fee, the Town of Genola agrees to pay Santaquin \$ 160.00 per hour for an ALS Ambulance to stage at the annual Town of Genola Rodeo and Slack (as listed in the Utah Division of Forestry, Fire, and State Lands, which may be adjusted Annually as updated by Utah Fire Department Manual and Rates).



4.4 The Town of Genola shall pay Santaquin \$100.00 per non-transport EMS call responding into the 17J incorporated town boundary identified as “GEFIR” (see attached Exhibit A). Such fees shall accrue and be paid annually, due by January 30<sup>th</sup>. This fee will cover costs accrued to Santaquin Fire/EMS for wages and wear and tear on the Santaquin EMS ambulance for a non-transport call. Any medical items used on a non-transport call shall be reimbursed or replaced by the Town of Genola after receiving an itemized statement. Incidents on which the ambulance responds but that are not medical related or are dispatch error will not be billable to Genola. Examples of such incidents include, but are not limited to brush fires, power pole fires, fire alarms, CO alarms without medical need, etc. Any incidents outside the Town of Genola incorporated boundary and in Utah County area as set forth in Exhibit A attached hereto will not be paid for by the Town of Genola.

## **Section 5. METHOD OF TERMINATION**

This Interlocal Cooperation Agreement will automatically renew for an additional one-year term on each anniversary date, pursuant to the provisions of section 1 of this Agreement. The parties agree that either party shall have the right to terminate this Agreement on any anniversary thereof, by delivering written notice to the other party, by certified mail, no later than 90 days prior to said anniversary date, or at any other time mutually agreed to by the parties.

## **Section 6. INSURANCE AND INDEMNIFICATION**

Santaquin shall instruct its insurance carrier to add the Town of Genola and the Genola Town Council to its liability insurance as additional insureds for purposes of the law enforcement and EMS services described herein, and deliver to Genola a certificate, or certificates of insurance to that effect, along with copies of each applicable policy or coverage agreement. The cost of such additions to the insurance coverage shall be included in the fees described in section 4 of this Agreement. In the event that Genola desires additional insurance coverage, or different limits of coverage, such shall be obtained and paid for separately by Genola.

Each of the parties shall indemnify and save harmless the other, including its officers, and employees from all suits, actions, or claims of any character related in any manner to injuries or damage received or sustained by any person, persons, or property arising out of its negligent errors or omissions committed while providing the facilities, equipment and supplies agreed upon herein. Neither party shall indemnify the other for intentional torts committed by its officers or employees. Nothing in this agreement shall be construed to waive or limit the protections provided in the Governmental Immunity Act of Utah. Utah Code Ann. § 63G-7-101 et seq. (1953 as amended).

## **Section 7. REVIEW BY APPROVED ATTORNEY**

Santaquin and Genola hereby certify that, pursuant to the requirements of Section 11- 13-202.5, Utah Code Annotated (1953 as amended), each has submitted this agreement to an approved attorney authorized to represent the City or Town for review as to proper form and

compliance with applicable law.

**Section 8. FILING OF AMENDED INTERLOCAL COOPERATION AGREEMENT**

Executed copies of this Amended Interlocal Cooperation Agreement shall be placed on file in the offices of Santaquin and Genola and with the official keeper of records of each municipality within twenty-four hours of its execution and shall remain on file for public inspection during the term of this Amended Interlocal Cooperation Agreement.

**Section 9. AMENDMENTS**

This Amended Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to an authorized attorney for review as required by Section 11-13-202.5, Utah Code Annotated (1953 as amended) and (d) filed in the official records of each party.

**Section 10. SEVERABILITY**

If any term or provision of this Amended Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Amended Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Amended Interlocal Cooperation Agreement unenforceable.

**Section 11. GOVERNING LAW**

All questions with respect to the construction of this Amended Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by laws of the State of Utah.

IN WITNESS WHEREOF, the parties have signed and executed this Amended Interlocal Cooperation Agreement, after resolutions duly and lawfully passed on the dates listed below:

[SIGNATURES ON NEXT PAGE]

## SANTAQUIN CITY

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the  
\_\_\_\_\_ day of December, 2022.

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

ATTEST:

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

APPROVED AS TO FORM

\_\_\_\_\_  
Brett B. Rich, City Attorney

## TOWN OF GENOLA

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the  
\_\_\_\_\_ day of January, 2023.

\_\_\_\_\_  
Marty Larsen, Mayor

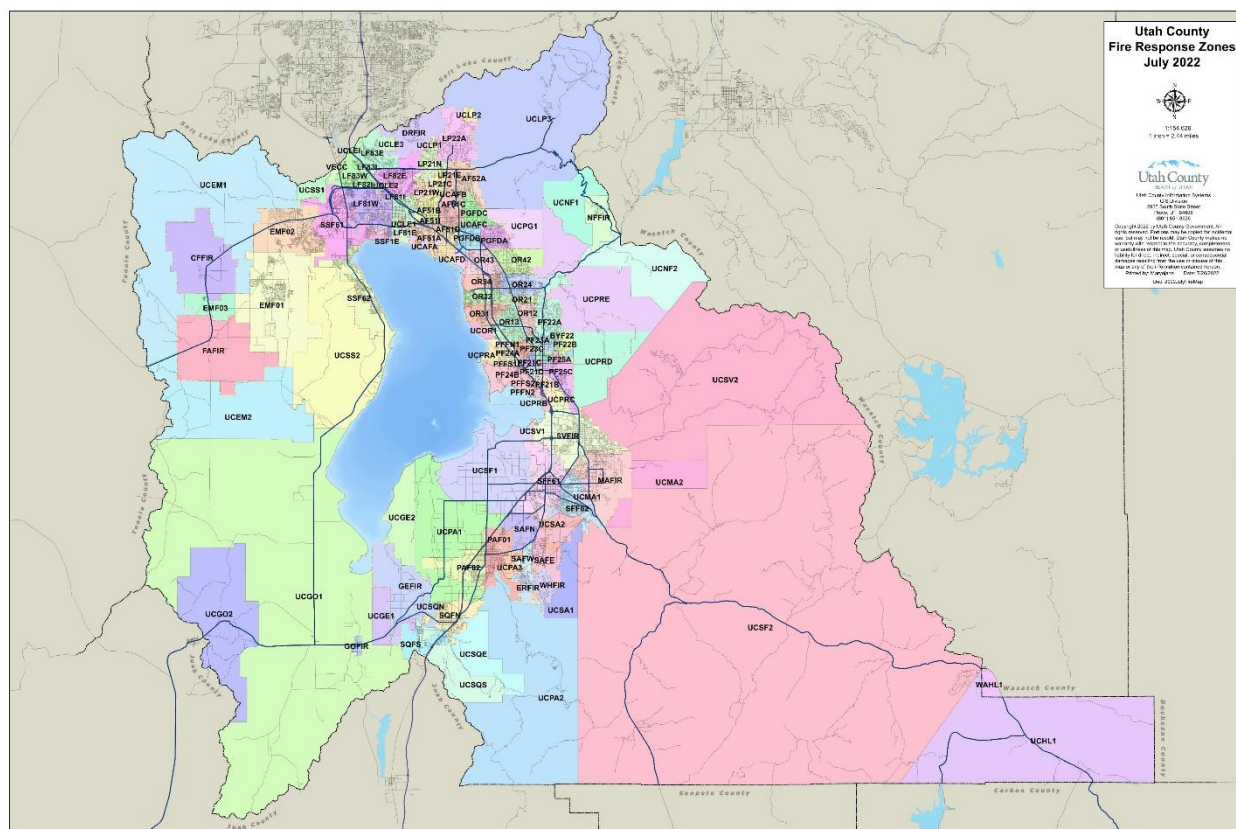
ATTEST:

\_\_\_\_\_  
Lucinda Daley, Town Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Josh Nielsen, Town Attorney

# Utah County Fire Response Zones July 2022





## MEMORANDUM

**To:** Mayor Olson & City Council Members  
**From:** Norm Beagley, MPA, P.E., City Manager  
**Date:** December 30, 2022  
**Re:** State of Utah ARPA Funds Agreement for Pressure Irrigation Infrastructure

---

Dear Mayor and Council Members,

In December 2022, the State of Utah, Governor's Office of Economic Opportunity awarded Santaquin City \$1 million dollars from the State's ARPA (American Rescue Plan Act) funds. These funds were awarded to the City to help us pay for a portion of our pressure irrigation tank, booster pump station, and water lines project that is currently under construction.

The attached agreement allows the City and the State of Utah to agree upon the terms for the City to receive and utilize the awarded funds. Legal Counsel and City staff have reviewed the agreement, worked with the Governor's Office of Economic Opportunity on a few minor adjustments, and are comfortable with the attached agreement.

Once the agreement is fully executed, the City will submit reimbursement request(s) to the State for the project so that we can receive these awarded funds to pay for the improvements.

I am happy to discuss this agreement with you if you have any questions.

**Recommended Motion:** Motion to approve an Agreement with the State of Utah for the award of \$1 million in ARPA funds for the Santaquin City Pressure Irrigation improvements.



## **Resolution 01-03-2023**

### **A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE STATE OF UTAH AND SANTAQUIN CITY REGARDING AWARD OF \$1 MILLION OF STATE OF UTAH ARPA FUNDS**

**WHEREAS**, the American Rescue Plan Act (“ARPA”) established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program to provide support to local governments in responding to the economic and public health impacts of COVID-19 and the local governments’ efforts to minimize impacts on their communities; and

**WHEREAS**, Santaquin City, is in the process of constructing approximately \$7.6 million in City pressure irrigation infrastructure, in the form of a water tank and supporting booster pump station and water lines: and

**WHEREAS**, The State of Utah is the recipient of a SLFRF award and Santaquin City has applied to the State of Utah for a subaward to assist in the construction of the aforementioned water tank, booster pump station and water lines, which is a qualifying use under the ARPA and the SLFRF program; and

**WHEREAS**, the State of Utah has awarded Santaquin City \$1 Million of their excess ARPA funds to help pay for City pressure irrigation infrastructure; and

**WHEREAS**, the State of Utah and Santaquin City, now desire to enter into an agreement regarding the terms and conditions of State of Utah’s award of ARPA funds to the City;

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

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

Adopted and approved this 3<sup>rd</sup> day of January, 2023.

---

Daniel M. Olson, Mayor

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

ATTEST:

---

Amalie R. Ottley, City Recorder



Utah Governor's Office of  
Economic Opportunity

## Local Matching Grant Agreement

State of Utah American Rescue Plan Act Funds

### TERMS

By accepting the funds authorized under this agreement, you agree on behalf of Santaquin City to comply with the following terms:

1. You are an authorized representative of the organization receiving the funds and the representations and documentation provided in connection with the application and this agreement are complete, true, and correct.
2. This agreement will be effective on December 16, 2022 and will terminate on December 31, 2026. Your organization will participate in the Project as described in your application or proposal (see Attachment B).
3. Your organization agrees that the amount to be provided under this agreement is \$1,000,000.00.
4. Your organization agrees to invoice the full amount, on official letterhead referencing the contract number, within three months of the effective date of the contract.
5. Your organization will spend or encumber grant funds within six (6) months of this agreement.
6. Your organization will obtain 100% matching funds, does not have significant unprogrammed local ARPA dollars of 30% or more, and has not received significant revenue replacement after February 1, 2022 as required by [Appropriations Adjustments H.B. 3, Last General Session 2022, Lines 1600-1619](#).
7. Your organization will provide documentation of such matching funds upon execution of this agreement by emailing documentation to [utaheconcompliance@utah.gov](mailto:utaheconcompliance@utah.gov).
8. You attest that the representations made to the State of Utah in the Local Matching Grant project application continue to be true (or, if there have been any material changes, the State of Utah has been advised of such changes and has agreed in writing to those changes).
9. Your organization will comply with all terms and restrictions applicable to American Rescue Plan Act. <https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf>.
10. Your organization will provide to the State of Utah, or its designee, a summary report of how grant funds were spent or encumbered and complied with the American Rescue Plan Act, in a manner specified by the State of Utah, by December 31, 2026 or at the State's request and emailed to [utaheconcompliance@utah.gov](mailto:utaheconcompliance@utah.gov).
11. Your organization will maintain records and documentation for all expenses arising out of this agreement for at least seven (7) years from the date of the award and will allow State of Utah personnel and any other designated federal government or third-party contractor personnel to have reasonable access to records and documentation in connection with the funding.
12. Your organization will submit to audits as reasonably requested by the State of Utah or its designee(s).



13. Your organization understands and agrees to comply with all applicable provisions of Utah Code § 51-2a and Utah Code Title 63J.
14. Your organization fully indemnifies and holds harmless the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of this agreement, except for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State of Utah.
15. The State of Utah may require repayment of the funds and pursue any other reasonable penalty if, in its sole discretion, it determines that your organization has violated a law or requirement pertaining to the funding, including the terms of this agreement. Any misrepresentation or fraud made in connection with this agreement may result in criminal prosecution, civil liability, and/or other penalties.
16. If any term of this agreement is determined to violate the law or any conditions pertaining to the disbursement of federal funds to the State of Utah, then the parties agree that this agreement shall be modified to comply with the law, and that the State of Utah may, in its sole discretion modify the terms of this agreement accordingly.

## **CONTACTS**

### **SANTAQUIN CITY**

Name: Norm Beagley  
Address: 275 West Main Street  
Santaquin, UT 84655  
Phone: (801) 754-3211  
E-mail: [nbeagley@santaquin.org](mailto:nbeagley@santaquin.org)

Vendor #: 73535G

### **STATE OF UTAH**

Name: Kamron Dalton  
Title: Go Utah Managing Director, Operations  
Address: 60 East South Temple, 3<sup>rd</sup> Floor  
Salt Lake City, UT 84111  
Phone: (801) 538-8677  
E-mail: [kdalton@utah.gov](mailto:kdalton@utah.gov)

**SIGNATURE AND ACKNOWLEDGEMENT**

**BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT THE YOU HAVE READ, UNDERSTOOD, AND AGREE TO ALL OF THE TERMS SET FORTH HEREIN.**

THE STATE OF UTAH

SANTAQUIN CITY

\_\_\_\_\_  
Name:  
Title:  
Date:  
Governor's Office of Economic Opportunity

\_\_\_\_\_  
Name: Daniel M. Olson  
Title: Mayor, Santaquin City  
Date:

\_\_\_\_\_  
Name:  
Title:  
Date:  
Governor's Office of Economic Opportunity

\_\_\_\_\_  
Attest:  
Name: Amalie R. Ottley  
Title: Recorder, Santaquin City  
Date:

\_\_\_\_\_  
Name:  
Title:  
Date:  
Governor's Office of Economic Opportunity

\_\_\_\_\_  
Date:  
Division of Finance  
State of Utah  
Contract Number: 230630570  
Vendor #: 73535G  
Commodity Code: 99999

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GRANTS BETWEEN GOVERNMENT ENTITIES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a. **“Contract”** means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
  - b. **“Grant Money”** means money derived from State fees or tax revenues that are owned, held, or administered by the State.
  - c. **“Grantee”** means the individual or entity which is the recipient of Grant Money from the State. The term “Grantee” includes Grantee’s agents, officers, employees, and partners.
  - d. **“Non-Public Information”** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable State and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
  - e. **“State”** means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Contract providing the Grant Money.
  - f. **“SubGrantees”** means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee’s agents, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including Grantee’s manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract. This includes documentation related to Grantee’s performance of the Contract terms, scope of work, project-specific requirements, and outcomes reported to the State by Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Contract and to verify that Grantee’s use of the Grant Money is appropriate and has been properly reported.
5. **INDEPENDENT CAPACITY:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of Utah agency effectuating this Contract.
6. **INDEMNITY:** Both parties to this Contract are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it.
7. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah’s Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee’s employees.
8. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.

9. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the terms of the program or Contract may give rise to for-cause termination.
10. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
11. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees, as well as any SubGrantees as required by law.
12. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that non-protected portions of Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
13. **PAYMENT:** The acceptance by Grantee of final Grant Money payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. State may withhold, adjust payment amount, or require repayment of any Grant Money under this Contract that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the project identified, used for any purpose in violation of the terms of this Contract or in violation of the law, or paid in excess of what is actually owed.
14. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon Grantee's use of the Grant Money. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
15. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
16. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
17. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
18. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.
19. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognize that they have no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
20. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
21. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract signature page(s); (iii) the State's additional terms and conditions, if any; (iv) any other document listed or referenced in Contract; and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.

22. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
23. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
24. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 21 March 2019)

## ATTACHMENT B: PROJECT DESCRIPTION

### PROJECT DESCRIPTION:

Santaquin's proposed project includes construction of a 3.3-million-gallon tank, a supporting booster pump station and 14,900 linear feet of pipe. This project will move one-third of city residents from a culinary water-based irrigation system to a reclaimed wastewater source for outdoor irrigation purposes. This conversion will save over 165M gallons of precious culinary water each year from being pumped out of the aquifer.

In addition to preserving 165M gallons of culinary water in the aquifer each year, the Santaquin tank project extends Santaquin's ability to store treated wastewater, thus not sending it to Utah Lake and helping keep Utah Lake from being polluted further. Utah Lake receives 215 tons of phosphorus per year due to other cities' wastewater treatment plant effluents entering the waterbody. Santaquin's ability to retain and reuse treated water through this tank project indirectly benefits all of Utah County while directly benefitting Santaquin City. Santaquin has a land area of 10.5 square miles or 0.5% of Utah County.

Santaquin's innovative water system has led to partnerships with many government and private parties. Santaquin's water reclamation and reuse facilities have been supported and celebrated by federal and state agencies. Past funding partners include USDA-RD, the Environmental Protection Agency (EPA), Central Utah Water Conservancy District (CUWCD), Utah Department of Water Quality, and Utah Department of Water Resources (see attachments for more information). The city's efforts have enabled developments to proceed while assuring each new and existing home and business will have sufficient water for generations. Santaquin is considered a "model of 'Best Practices' with regard to water conservation and reuse." Construction of this 3.3-million-gallon tank and related elements will provide most of the current city's residents with a more sustainable supply of reusable water for outdoor irrigation and preserve precious groundwater for culinary purposes. Please see attached exhibits for more project background and support.

The Summit Ridge Pressurized Irrigation Water Tank qualifies as a water and sewer infrastructure project under Sections 602(c)(1)(D), 603(c)(1)(D) of the American Rescue Plan Act which states an eligible use of the State and Local Fiscal Recovery Funds is "to make necessary investments in water, sewer, or broadband infrastructure." The Final Rule publication from the Department of the Treasury for the use of American Rescue Plan Act Funds for State and Local Funds, Federal Register publication Vol. 86, No. 93, page 17 states projects should be "necessary," defining necessary as something that "take(s) into account climate change," and a storage tank that allows for conservation of high-quality culinary drinking water in an increasingly arid state due to shifting climate does just that. Additionally, page 17 of the Final Rule provides "wide latitude to identify investments in water and sewer infrastructure... by aligning eligible uses... with the range of types or categories of projects that would be eligible to receive financial assistance through the Environmental Protection Agency's Clean Water State Revolving Fund... or Drinking Water State Revolving Fund..." In the Utah League of Cities and Towns town hall titled "ARPA - Accessing Funding in Utah Municipalities" held on July 1, 2021, Tim Davis, director of the State of Utah's Division of Drinking Water cited storage tanks as an eligible project under the Drinking Water State Revolving Fund.

This project will keep water user rates low and as a basic human need, keeping costs low in an increasingly dry state is vital to benefitting those disproportionately affected by the negative economic impact of the COVID-19 pandemic. The city will save money in operational costs associated with our culinary water system such as water pumping and man hours of maintenance due to decreased lifting water from the aquifer to the new storage tank. In turn, operational savings and efficiencies will help keep user rates low because 1) the cost savings of city funds can be applied elsewhere in the water system and 2) there will be significant conservation of culinary water.

According to the Environmental Protection Agency (EPA), in dry climates like Utah's, a single household's outdoor water use can be as high as 60% of their total water use. Shifting a third of the city's residents from a pressurized irrigation system that utilizes high quality culinary water to lower quality Type I water effectively conserves millions of gallons of culinary water in the system while still providing the needed water flows for agricultural operations, wildfire protection, and residential households. This project is a perpetuation of the city's water reclamation and reuse system started in 2013. Coupled with the adopted tiered irrigation rate system and fully metered customer irrigation connections, the city will be able to closely monitor water usage and waste in the city's overall water conservation system.

Santaquin's water reclamation and reuse system is the only one in the State of Utah authorized to reuse 100% of its treated wastewater back into the city's pressure irrigation (secondary) system. The system has been used citywide since 2009 with just under two-thirds of the city utilizing lower quality irrigation water sources. The proposed water tank will provide a source of reclaimed water for most of the remaining one-third of the city's pressurized irrigation system connections. This would have saved Santaquin over 165 million gallons of culinary water last year (2021). In this respect, the proposed tank project is a continuation and completion of the innovative, 100% reclamation and reuse, water reclamation facility (WRF) for the city's entire pressurized irrigation system.

Santaquin will measure the benefits of the Summit Ridge Water Tank project through the operational cost savings it provides and monthly water usage billings. Unlike most secondary irrigation systems in the state, Santaquin meters all customer irrigation connections in order to account for all water usage, enforces laws against abuse, and appropriately charges for usage utilizing a tiered rate schedule. Santaquin's sewer effluent reclamation and reuse metered irrigation system is the preeminent example of sustainable water stewardship in the State of Utah. Continued intergovernmental investment into this system will perpetuate the state interest and emphasis in efficient water management.

Santaquin City received \$1,522,581 in ARPA funds which will be applied to this project. Santaquin petitioned for the state ARPA matching program in 2021 and ranked 16th out of over 350 projects. Unfortunately, no funding was awarded to Santaquin at that time. Santaquin is re-petitioning the state for matching ARPA funds in 2022 and has contracted with Lincoln-Hill Consultants to garner additional selection committee support for this project. Santaquin City also petitioned Utah County for matching funds in early 2022. Utah County recently awarded Santaquin City \$3M to help with construction of the tank and associated pipeline and booster pump station.

November 15, 2021 - Engineering completed and general contractor is hired

December 1, 2021 - Start construction on project

April 2022 - Tank construction completed

May 2023 - Final project completion

June 2023 - Project closeout

<u>General Project Elements</u>	<u>Associated Costs</u>
Piping and Installation	\$2,233,800
Pressurized Irrigation Tank	\$2,466,200
Pumps and Installation	\$2,990,000
Total Project Cost	\$7,690,000

<u>Funding Sources for Project</u>	<u>Available Amounts</u>
Santaquin 2021-22 ARPA State Allocation funds to Non-Entitlement Units	\$1,522,581
2022 Utah County ARPA Funds	\$3,000,000
2021 Santaquin Water Revenue Bond	\$2,167,419
Potential State 2022 ARPA Matching Funds	\$1,000,000
Santaquin City Reserves	As Needed
 Total Project Cost	 \$ 7,690,000

This project was designed and out for bid in fall 2021. Recognizing the long lead times for materials and the potential for increased pricing, the Santaquin City Council authorized the purchase of all pipe (2.9 miles in length) and rebar needed for this project in September and October, 2021 respectively. Those purchases totaled more than \$1.7 million or 22% of the project cost. It is estimated that those early purchases saved nearly the same amount in potential inflation costs for the same materials.

The construction contract for the project was awarded with a guaranteed maximum price for all the major project elements (piping, valves and fittings, pump station, pumps, motors, electrical, valves, etc., pressurized irrigation tank construction). The city continues to work with the Construction Manager/General Contractor to monitor material costs and potential alternatives to keep the overall project at the \$7.69 million funding level. Any costs over the projected \$ 7.69 million will be born by the city.

This project is a pinnacle component of the city's water reclamation and reuse plan. In 2013, the city completed a state of the art, membrane bioreactor (MBR), water reclamation facility, which can treat 1.5 million gallons of wastewater per day to near drinking water quality (i.e. Type I). The city has reused 2 billion gallons of Type I water since the plant began operations. That treated water has been pumped into the city's irrigation system to supplement drought conditions and reduce pumping of water from the aquifer. The reclaimed water from the MBR supplies nearly one-quarter of the city's outdoor water needs. During the non-irrigation season, treated water is stored in large ponds and storage tanks. The wave of growth occurring in Santaquin is quickly maximizing the storage capacity of the irrigation system. The proposed tank will provide additional storage and be a new reclaimed water source for just under one-third of the city's population that currently uses culinary water for outdoor irrigation.

#### **BUDGET NARRATIVE:**

##### Funding Sources for Project:

Santaquin 2021-22 ARPA State Allocation funds to Non-Entitlement Units	\$1,522,581
2022 Utah County ARPA Funds	\$3,000,000
2021 Santaquin Water Revenue Bond	\$2,167,419
Potential State 2022 ARPA Matching Funds	\$1,000,000
Santaquin City Reserves	As Needed
 Total Project Cost	 \$ 7,690,000



# MEMORANDUM



To: Planning Commission

From: Jon Lundell, City Engineer

Date: December 30, 2022

RE: **Grey Cliffs Subdivision Preliminary Plan Review**

Zone: C-1, R-10 with Develop. Agr. Size: 298.64 Acres Lots: 217
---

The Grey Cliffs Subdivision is located east of State Road 198 and approximately 600 North. The proposed subdivision is in the Interchange Commercial (C-1), R-10 and the Agriculture (AG) Zones. The proposal consists of 217 single-family lots and has 25.99 acres of commercial. The single-family lot sizes range from 10,000 square feet (.23 acres) to 166,399 square feet (3.82 acres). There is 14.42 acres of open space that will be improved by the developer. There is approximately 113 acres of natural open space that would be dedicated to the City.

The project received a conditional rezone on November 20, 2018 with a condition that a development agreement be approved by the City Council. On March 16, 2021 the City Council approved a development agreement for the Grey Cliffs Development and the property was rezoned. Most of the project was rezoned to R-10. There is a small portion of the development that is still zoned AG. When the conditional rezone was approved, the developer did not own the property that is currently zoned AG and was not included with the conditional rezone. The area that is currently zoned AG will cover areas that are proposed to be future open space and HOA common area. These proposed designations do not appear to ever be in conflict with the AG zone permitted uses. It is recommended that all open space that is dedicated to Santaquin be rezoned in the future to more accurately depict the future intended uses of that property.

The proposed development is in the Hillside Overlay Zone and all the requirements of the overlay zone must be met by the development. A Geological Hazard report for the project has been provided. The report indicates the locations of potential drainage debris basin areas for potential debris flows. These debris basins will be required to mitigate identified hazards to the development. The geological hazard report identifies a fault line that runs north and south approximately in the middle of the project and is located in the future Grey Cliffs Drive and indicated on the provided plans. To help mitigate the potential hazards to underground utilities that would be in the fault zone the developer has proposed to install more resilient infrastructure to reduce the chance of a complete failure of the underground pipes. This includes installing ductile iron pipe within the fault zone, addition valving at the edges of the fault zone, and HDPE sewer pipe. There is also an open space requirement in this overlay zone. Santaquin City Code 10.20.230.E.1 states, "Each development within this zone is required to contain at least ten percent (10%) of the net developable acreage of the development in permanent recreation open space." The developer is proposing 14.42 acres of improved open space. This equates to just over 10% of the developable property. The proposed amenities for the open space include Pickle-ball courts, hammock stations, pavilions, seating areas, trails, parking lots, etc. These amenities are determined in the approved development agreement.

The developer is proposing a conservation easement along most of the lots on the east side of High Bluff Street. The conservation easement is labeled as CE on the development plans. The conservation

easement will preserve the hillside and the natural vegetation while giving property owners larger lots. The developer has provided additional language for the conservation easement for review. City staff is currently reviewing the proposed language within the conservation easement.

The proposed development is providing all the required infrastructure for the future lots. This includes the installation of all the culinary water lines, pressure irrigation water lines, culinary water booster pump station, sewer lines, sewer lift station, etc. Additionally, the development must provide the appropriate amount of water dedication as required by Santaquin City code. Because some of the proposed infrastructure for the development has the potential to serve additional development to the north, a connectors agreement has been proposed by the developer that would require future developments to reimburse a portion of the costs of the infrastructure to the developer and must be approved by the City Council.

The Development Review Committee has reviewed the preliminary plans for the development on May 24, 2022 and forwarded a positive recommendation to the Planning Commission.

The Planning Commission has reviewed the preliminary plans for the development on June 14, 2022 and provided a positive recommendation with the conditions that a conservation easement and connectors agreement be provided for review to the City Council and the City Council will be the land use authority for preliminary plans.

**Recommended motion:**

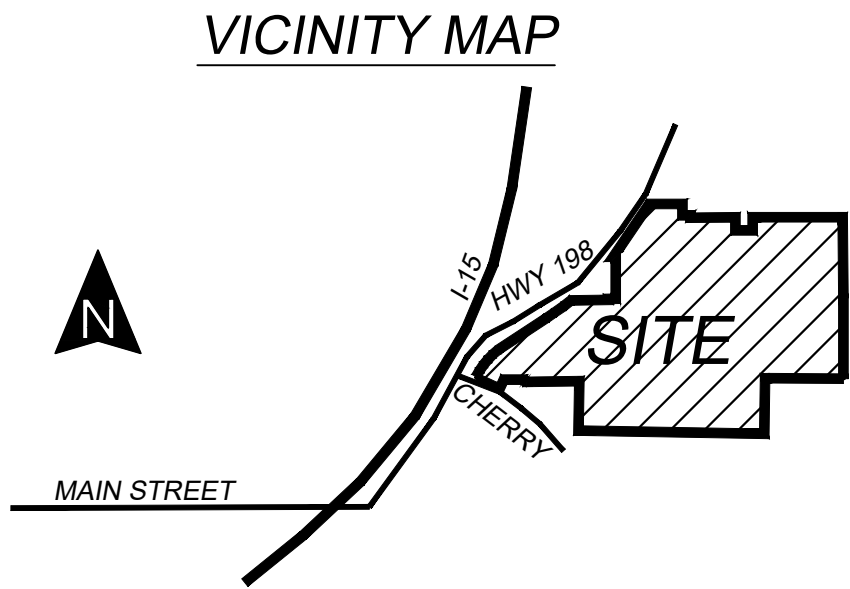
Motion: Grant preliminary approval of the proposed Grey Cliffs subdivision with the following conditions:

1. The water lines at the intersection of Cherry Lane and SR-198 be reconfigured.
2. The proposed conservation easement be further reviewed by city staff and legal and approved by City Council.
3. The proposed connectors agreement be further reviewed by city staff and legal and approved by all affected parties.
4. The proposed Reimbursement agreement be further reviewed by city staff and legal and approved by City Council.

**Attachments:**

1. Preliminary Plans





#### UDOT SR 198

WRITTEN APPROVAL FROM UDOT IS REQUIRED BEFORE FINAL PLAT APPROVAL FOR ALL ROADWAYS CONNECTING TO SR-198 AND ALL UTILITIES TO BE CONSTRUCTED WITHIN SR-198.

THE PROJECT HAS BEEN DESIGNED TO MEET AT UDOT INTERSECTION SPACING REQUIREMENTS AND UTILITY LOCATIONS.

#### WILDLAND / URBAN INTERFACE

THIS DEVELOPMENT IS SUBJECT TO THE REQUIREMENTS OF THE WILDLAND / URBAN INTERFACE. DEVELOPER TO GAIN APPROVAL OF A FIRE MITIGATION PLAN FROM SANTAQUIN CITY FIRE DEPARTMENT. THE REQUIREMENTS OF THIS FIRE MITIGATION PLAN WILL BE NOTED ON ALL FINAL PLATS OF THE DEVELOPMENT AND DETAILED IN THE DEVELOPMENT AGREEMENT.

#### DENSITY TABULATIONS

ZONING R-10 / C-1

##### RESIDENTIAL LOTS

PHASE A	22 LOTS
PHASE B	29 LOTS
PHASE C	31 LOTS
PHASE D	29 LOTS
PHASE E	33 LOTS
PHASE F	71 LOTS
TOTAL	215 LOTS

COMMERCIAL LOTS 4 LOTS

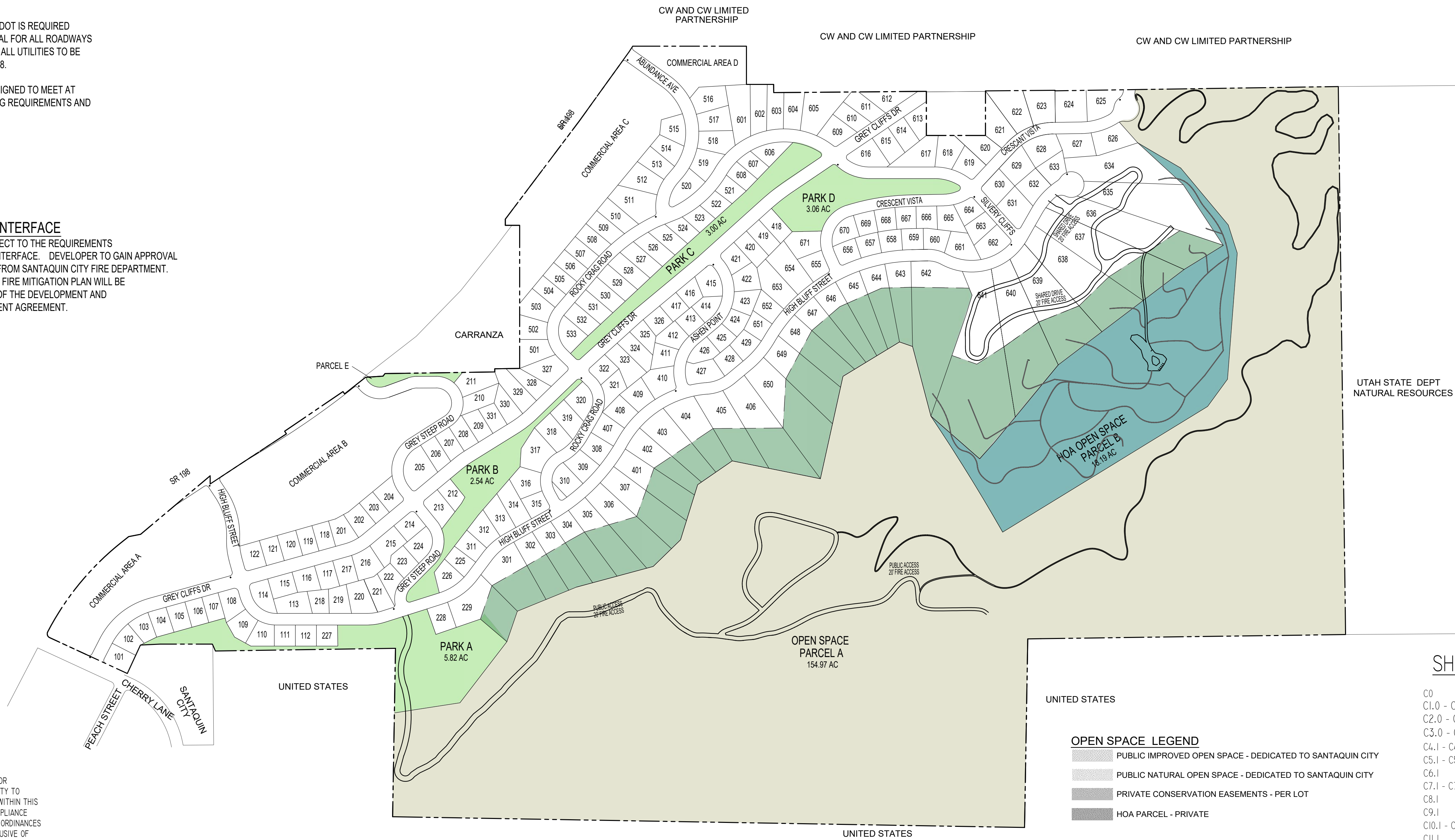
DENSITY (215+4) / 340.56 0.64 DU/AC

#### AREA CALCULATIONS

PROJECT ACREAGE	= 340.56 AC (100.0%)
RESIDENTIAL LOTS (SINGLE FAMILY)	= 76.48 AC (22.5%)
COMMERCIAL LOTS	= 26.28 AC ( 7.7%)
STREET DEDICATIONS	= 25.52 AC ( 7.5%)
PRIVATE CONSERVATION EASEMENTS	= 24.83 AC ( 7.3%)
/ SENSITIVE LANDS OVER 30% SLOPE	
HOA PARCEL (FAMILY CAMP)	= 18.19 AC ( 5.3%)
PUBLIC NATURAL OPEN SPACE	= 154.97 AC (45.5%)
/ SENSITIVE LANDS OVER 30% SLOPE	
TOTAL SENSITIVE LANDS	= 197.99 AC ( 58.1%)
PUBLIC IMPROVED OPEN SPACE	= 14.42 AC ( 4.2%)

##### HILLSIDE OVERLAY

PROJECT ACREAGE	= 340.56 AC (100%)
TOTAL SENSITIVE LANDS	= 197.99 AC (58.1%)
NET DEVELOPABLE AREA	= 142.57 AC (41.9%)
OPEN SPACE REQ'D (10% NET AREA)	= 14.26 AC
IMPROVED OPEN SPACE PROVIDED	= 14.42 AC



#### OPEN SPACE LEGEND

	PUBLIC IMPROVED OPEN SPACE - DEDICATED TO SANTAQUIN CITY
	PUBLIC NATURAL OPEN SPACE - DEDICATED TO SANTAQUIN CITY
	PRIVATE CONSERVATION EASEMENTS - PER LOT
	HOA PARCEL - PRIVATE

#### SHEET INDEX

C0	COVER
C1.0 - C1.9	PRELIMINARY PLAN
C2.0 - C2.8	OVERALL UTILITY PLANS
C3.0 - C3.7	GRADING PLAN
C4.1 - C4.3	GREY CLIFFS PLAN & PROFILE
C5.1 - C5.4	HIGH BLUFF PLAN & PROFILE
C6.1	GREY STEEP PLAN & PROFILE
C7.1 - C7.2	ROCKY CRAG PLAN & PROFILE
C8.1	ABUNDANCE PLAN & PROFILE
C9.1	ASHEN POINT PLAN & PROFILE
C10.1 - C10.2	CRESCENT VISTA PLAN & PROFILE
C11.1	SILVER CLIFFS PLAN & PROFILE
C12.0-C12.5	AMENITIES & LANDSCAPE PLAN
C13	OVERALL PLAT PHASING PLAN
C14.1-C14.2	OVERALL FENCING PLAN

#### DEVELOPMENT

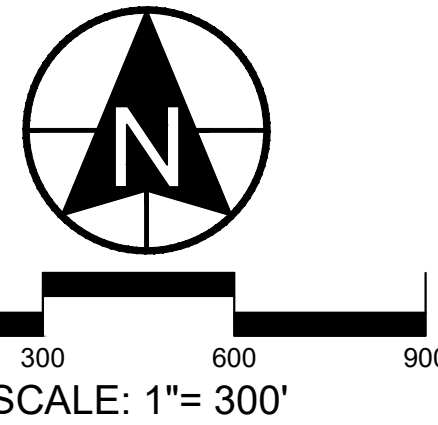


700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

#### DEVELOPER

**GREY CLIFFS LLC.**

935 W. CENTER  
LINDON, UT 84042  
801.785.8458



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#### PROJECT



#### DESCRIPTION

**PRELIMINARY PLAN**

#### SHEET NAME

COVER

#### SHEET NUMBER

C0

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

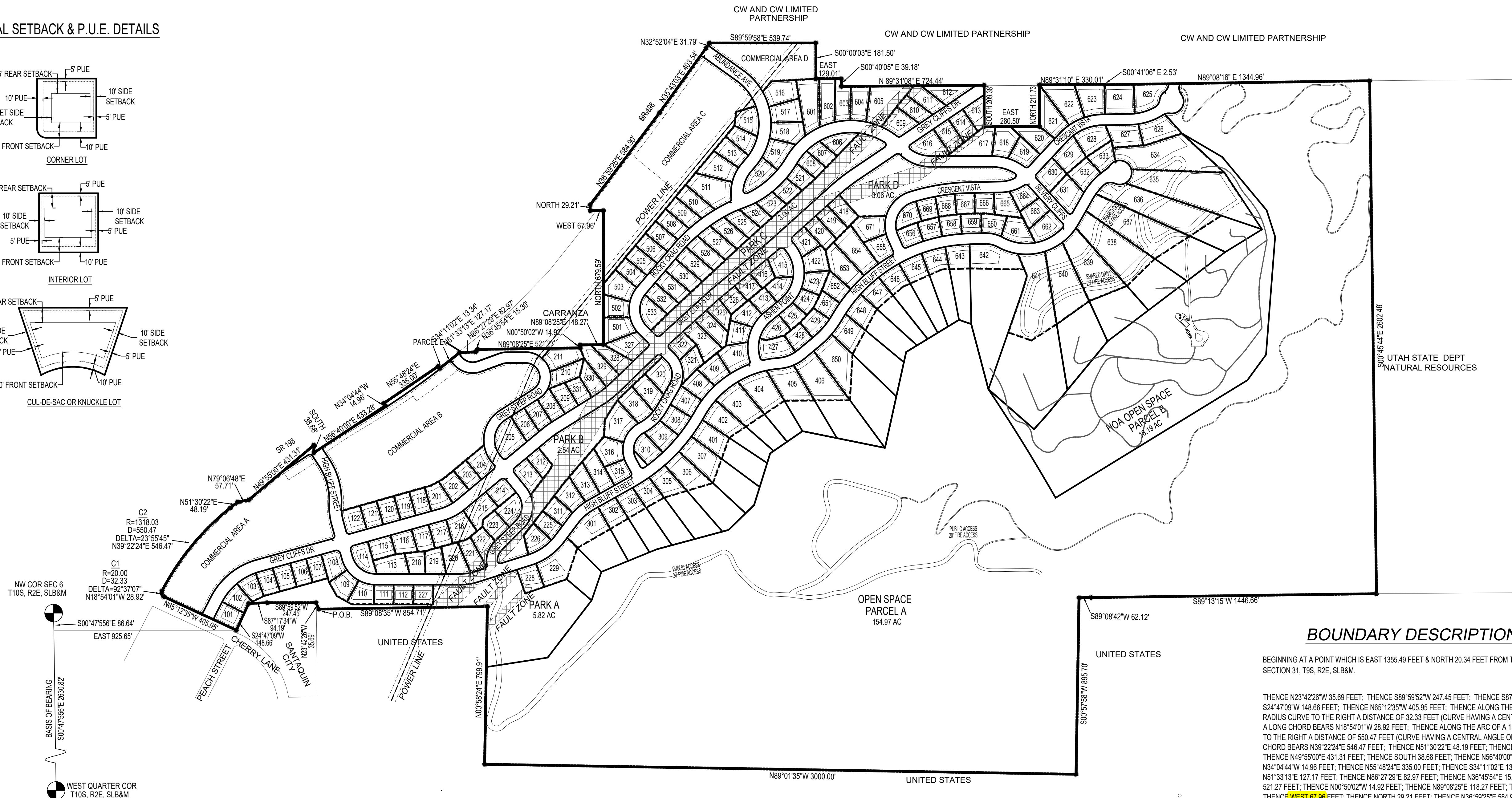


A RESTRICTION PROHIBITING OUTSIDE IRRIGATION, KEEPING OF LIVESTOCK, THE CONSTRUCTION OF OUTBUILDINGS, FENCING OPTIONS TO BE DETERMINED AT FINAL PLAT APPROVAL, AND DIRECTION AT FINAL APPROVAL BY FIRE AUTHORITIES TO PROVIDE CONSISTENT FIRE MITIGATION PLANS

A map showing the location of the 'SITE' (indicated by a hatched area) relative to several roads. 'MAIN STREET' is a horizontal line at the bottom. 'CHERRY' is a diagonal line running from the bottom left towards the top right. 'I-15' is a curved line running parallel to Cherry. 'HWY 198' is a line running from the top right towards the bottom right. A north arrow is located in the upper left corner, pointing towards the top left of the map.

The diagram illustrates three types of lot layouts and their required setbacks and easements:

- CORNER LOT:** A rectangular lot with setbacks of 25' Rear, 10' Side, 10' Side, 30' Front, and 25' Street Side. It includes a 5' PUE (Public Utility Easement) on the rear and side boundaries, and a 10' PUE on the front boundary.
- INTERIOR LOT:** A rectangular lot with setbacks of 25' Rear, 10' Side, 10' Side, 30' Front, and 5' PUE. It includes a 5' PUE on the rear and side boundaries, and a 10' PUE on the front boundary.
- CUL-DE-SAC OR KNUCKLE LOT:** A trapezoidal lot with setbacks of 25' Rear, 10' Side, 10' Side, 30' Front, and 5' PUE. It includes a 5' PUE on the rear and side boundaries, and a 10' PUE on the front boundary.



BEGINNING AT A POINT WHICH IS EAST 1355.49 FEET & NORTH 20.34 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, T9S, R2E, SLB&M.

[illegible]

CONTAINS: 340.56 AC

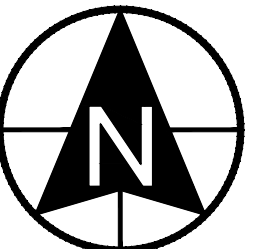


700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

DEVELOPER

GREY  
CLIFFS  
LLC.

935 W. CENTER  
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801.785.8458



0 150 300 600 900

SCALE: 1"= 300'



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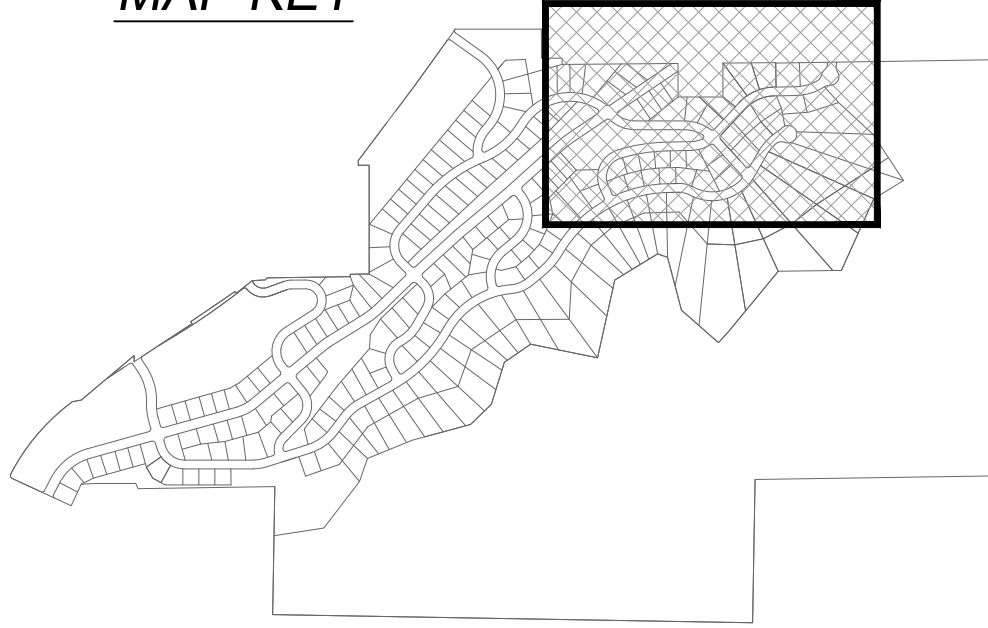
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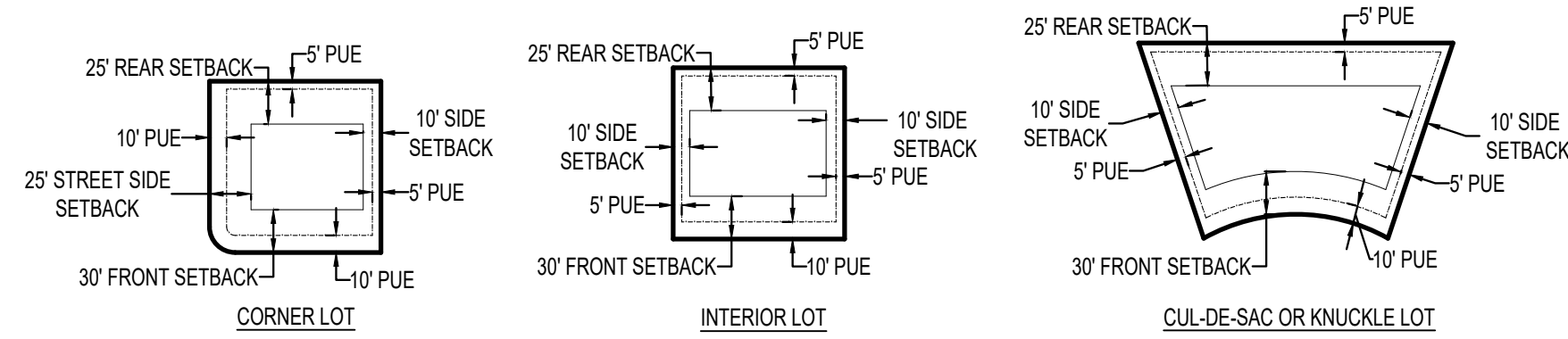




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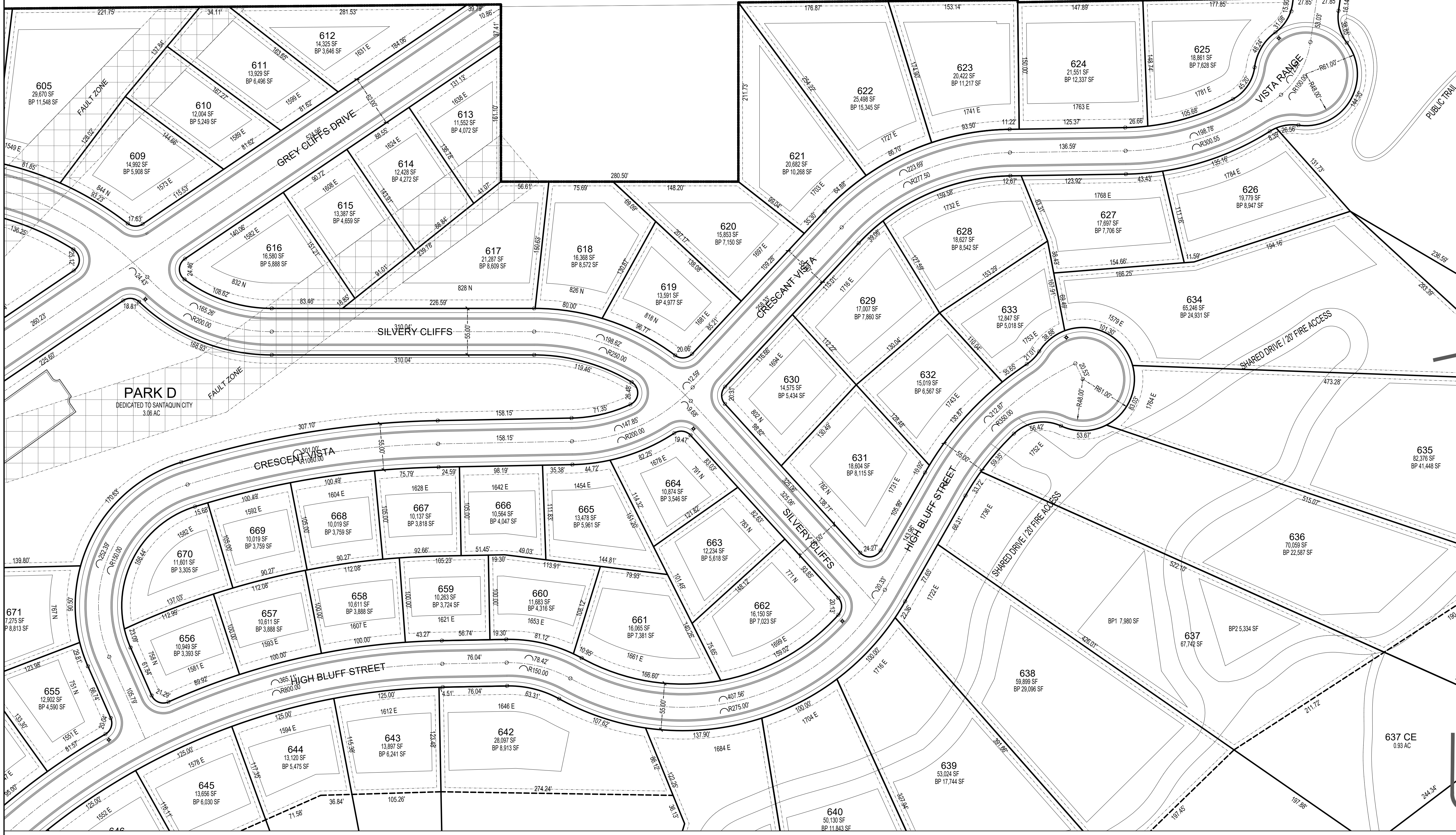


TYPICAL SETBACK & P.U.E. DETAILS



CE - CONSERVATION EASEMENT

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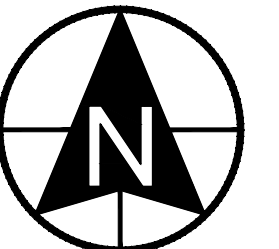


700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

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SCALE: 1"= 60'



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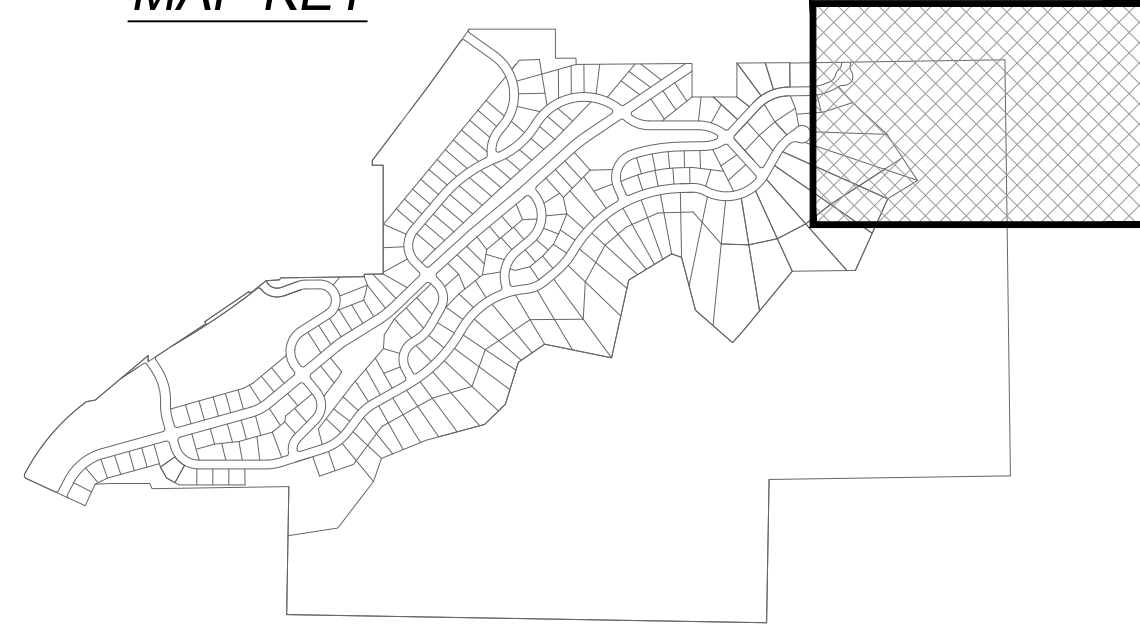
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PRELIM PLAT	C1.2



## CW AND CW LIMITED PARTNERSHIP

### MAP KEY

CE - CONSERVATION EASEMENT

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DEVELOPMENT

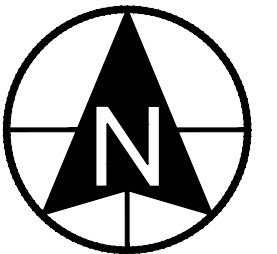


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SCALE: 1" = 60'



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©my driveberg dvl2021gray cliffs preliminary

Item # 9.





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25' REAR SETBACK

5' PUE

10' PUE

10' SIDE SETBACK

5' PUE

25' STREET SIDE SETBACK

30' FRONT SETBACK

10' PUE

CORNER LOT

25' REAR SETBACK

5' PUE

10' SIDE SETBACK

5' PUE

10' SIDE SETBACK

5' PUE

30' FRONT SETBACK

10' PUE

INTERIOR LOT

25' REAR SETBACK

5' PUE

10' SIDE SETBACK

5' PUE

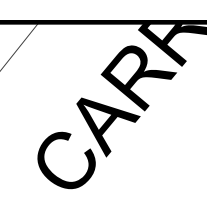
10' SIDE SETBACK

5' PUE

30' FRONT SETBACK

10' PUE

CUL-DE-SAC OR KNUCKLE LOT



DEVELOPMENT



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DEVELOPER

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SCALE: 1" = 60'



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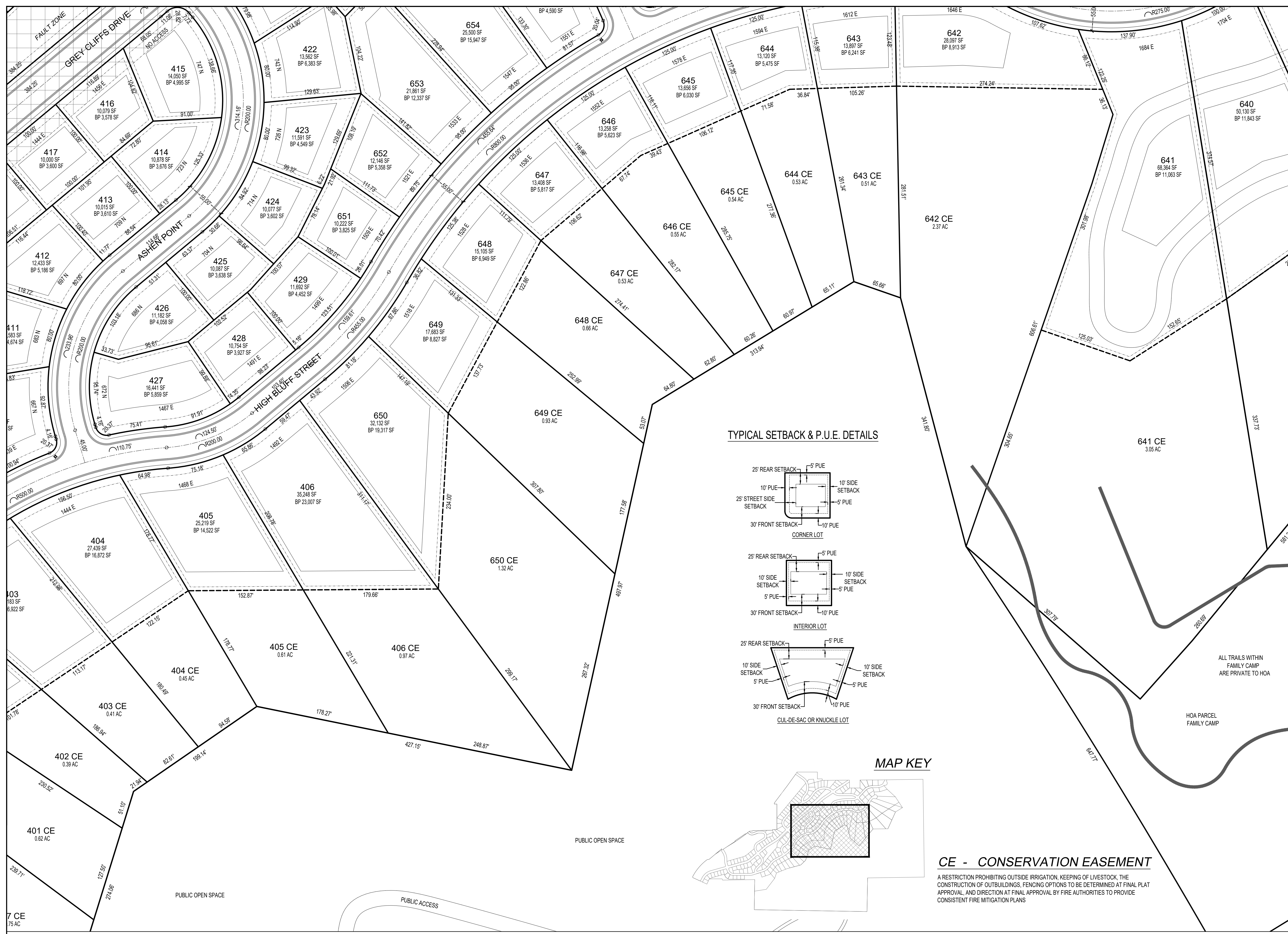
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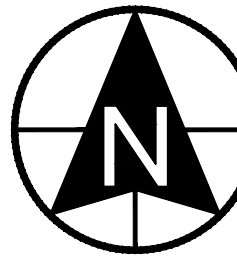


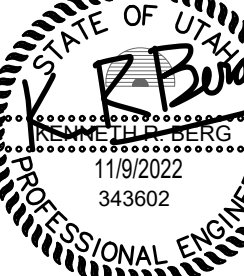

# PRELIMINARY PLAN

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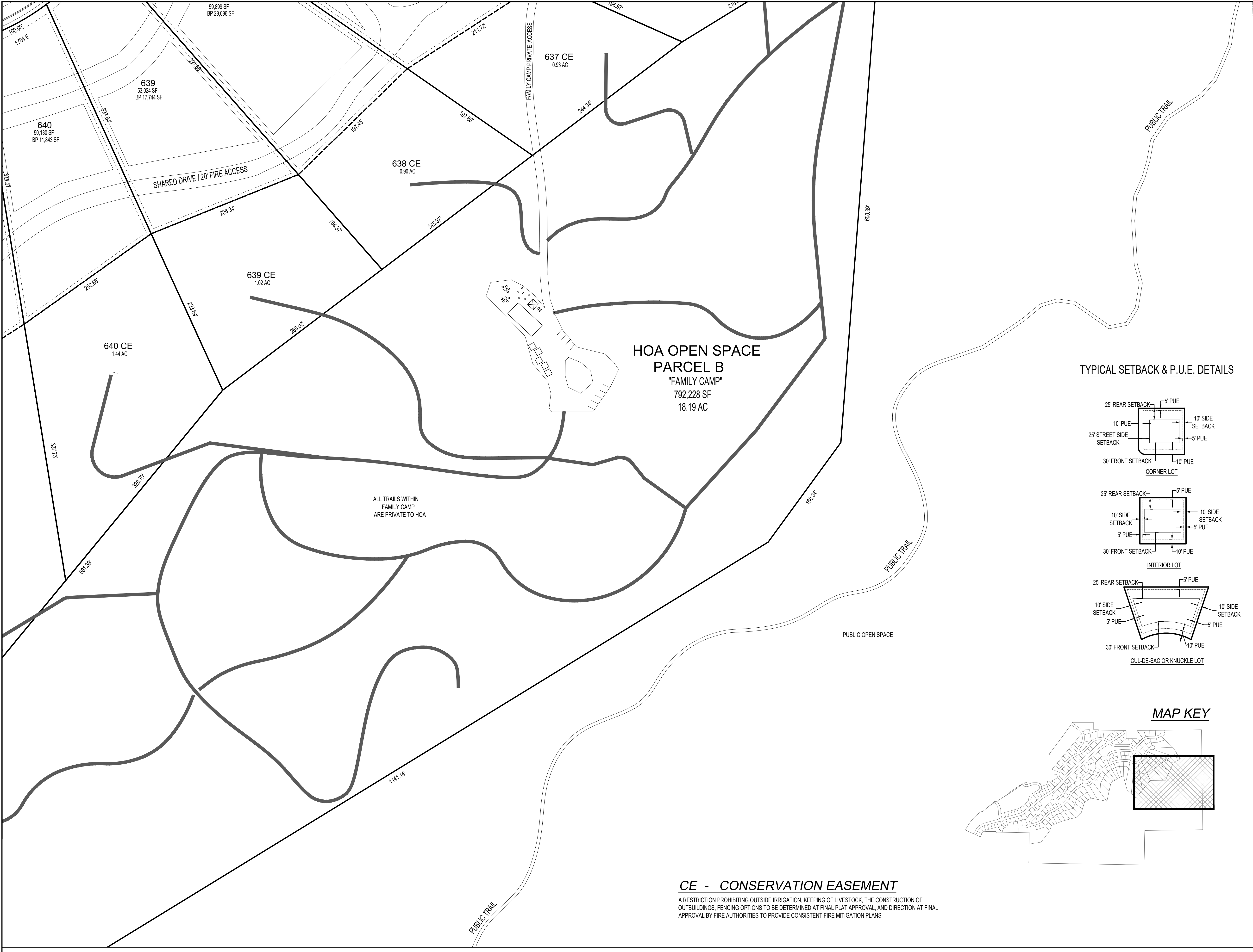
©my driveberg civl2021gray cliffs preliminary  
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<p>DEVELOPER</p> <div style="text-align: center;"><p><b>GREY CLIFFS LLC.</b></p><p>935 W. CENTER LINDON, UT 84042 801.785.8458</p></div>																									
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<div style="text-align: center;"><p><b>CIVIL ENGINEERING</b></p><p>11038 N Highland Blvd Suite 400 Highland UT, 84003 office   (801) 492-1277 cell   (801) 616-1677</p></div>																									
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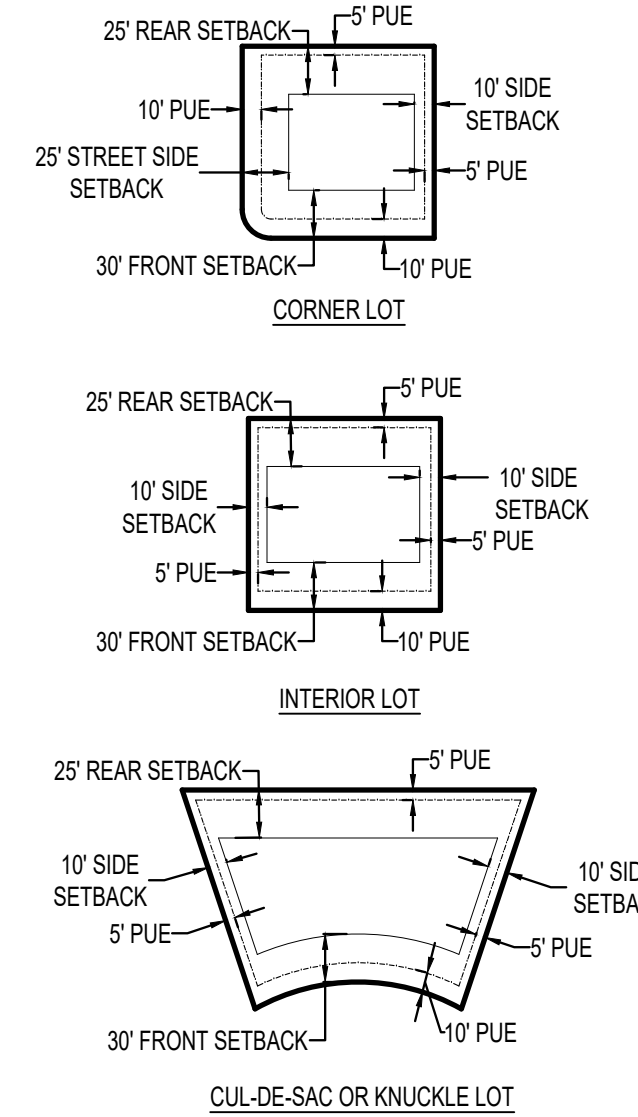


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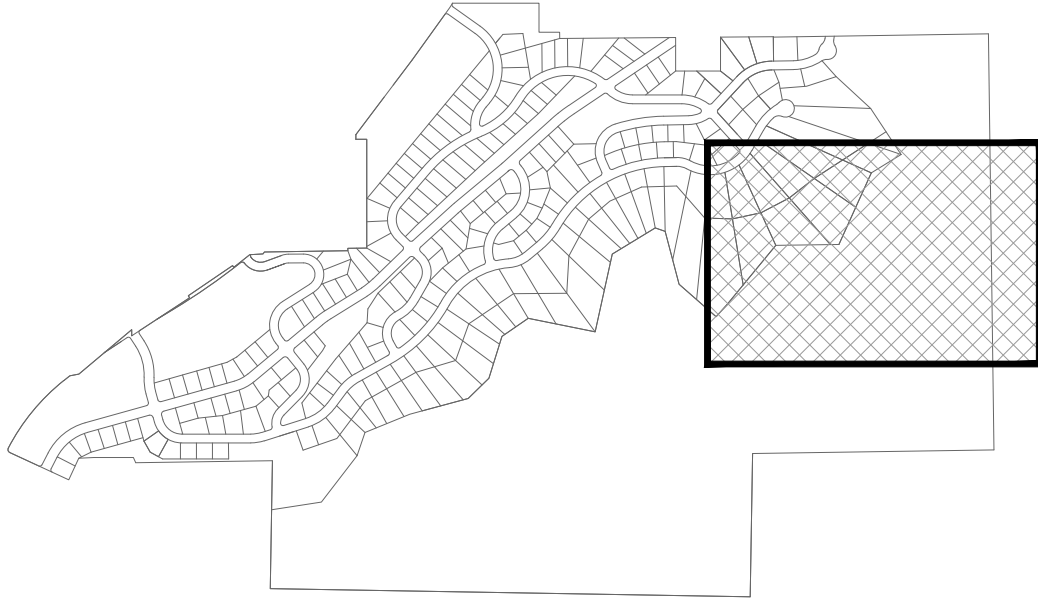
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**TYPICAL SETBACK & P.U.E. DETAILS**



**MAP KEY**



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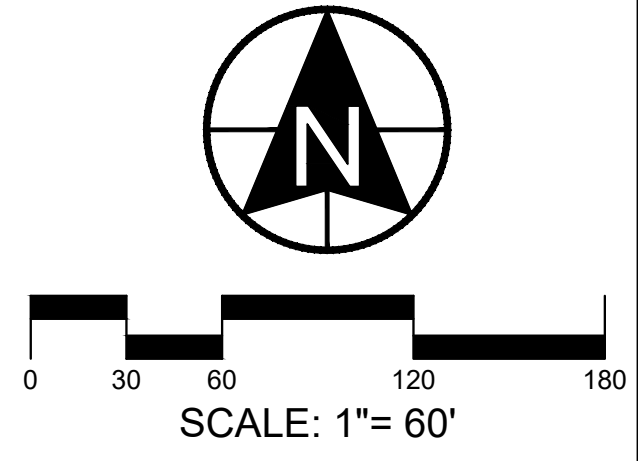


700 N SR198  
SANTAQUIN, UTAH COUNTY, UT


DEVELOPER

**GREY CLIFFS LLC.**

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801.785.8458



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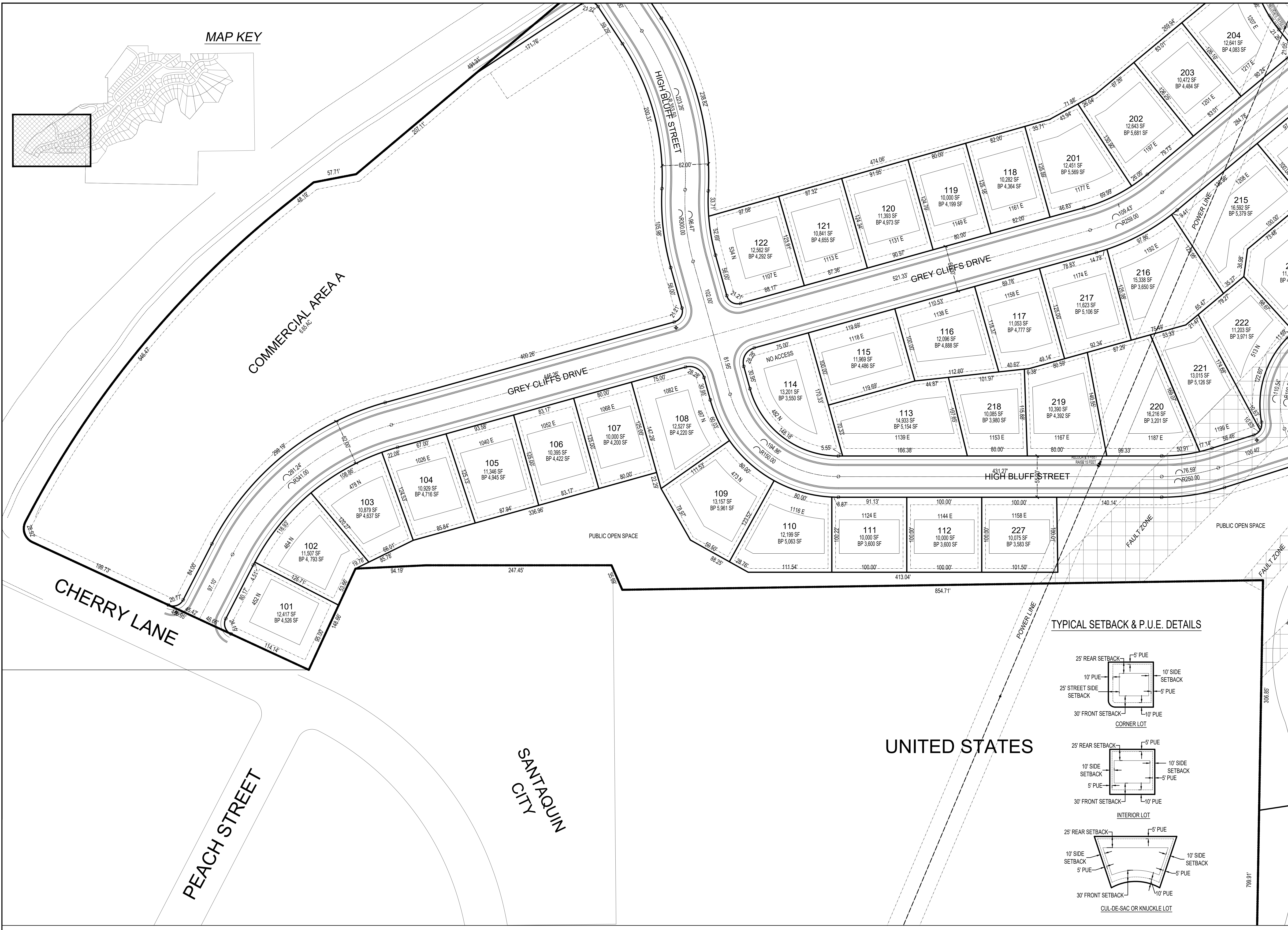
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**PRELIMINARY PLAN**

SHEET NAME	SHEET NUMBER
<b>PRELIM PLAT</b>	<b>C1.6</b>

any drawing with this title is preliminary  
it is not for construction





700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

DEVELOPER

# GREY CLIFFS LLC.

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PRELIMINARY PLAN	11/9/2022

DESCRIPTION

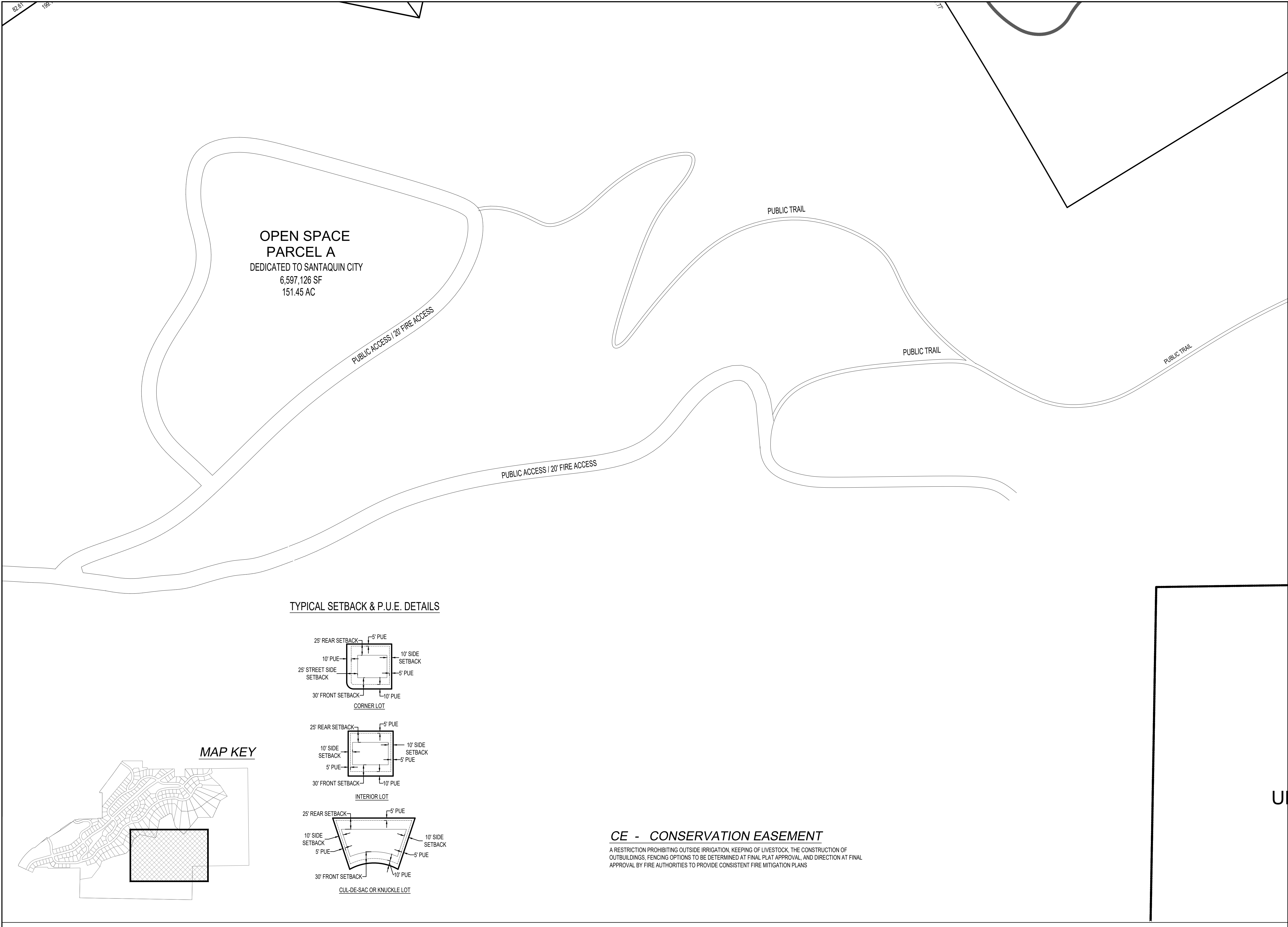
## PRELIMINARY PLAN

SHEET NAME	SHEET NUMBER
PRELIM PLAT	C1.7









DEVELOPMENT

700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

DEVELOPER

**GREY CLIFFS LLC.**

935 W. CENTER  
LINDON, UT 84042  
801.785.8458

SCALE: 1"= 60'

11038 N Highland Blvd Suite 400  
Highland Ut, 84003  
office (801) 492-1277  
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
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ACTION	DATE
PRELIMINARY PLAN	11/9/2022

PROJECT

DESCRIPTION

**PRELIMINARY PLAN**

SHEET NAME	SHEET NUMBER
PRELIM PLAT	C1.9

**CE - CONSERVATION EASEMENT**  
A RESTRICTION PROHIBITING OUTSIDE IRRIGATION, KEEPING OF LIVESTOCK, THE CONSTRUCTION OF OUTBUILDINGS, FENCING OPTIONS TO BE DETERMINED AT FINAL PLAT APPROVAL, AND DIRECTION AT FINAL APPROVAL BY FIRE AUTHORITIES TO PROVIDE CONSISTENT FIRE MITIGATION PLANS



## 4/21/2022

Design daily flow rates for proposed non-residential developments where the types of use and occupancy are not known shall be designed for a minimum of 1200 gallons per acre, or the applicant shall specify an anticipated flow based upon anticipated or potential uses

Design daily flow rates for proposed non-residential developments where the types of use and occupancy are not known shall be designed for a minimum of 1200 gallons per acre, or the applicant shall specify an anticipated flow based upon anticipated or potential uses

AREA		Description	ERC RATIOS			Average Flow		Peaking Factor	Peak Flow cfs	Cumulative Peak Flows (cfs)
			RATIO	UNIT	QUANTITY	gpd	Flow cfs			
1	Commercial Area A	1200	gpd / ac	6.65	7800	0.01	4.5	0.06	0.06	
		400	gpd / DU	2	980	0.00	4.5	0.01	0.06	
3	Commercial Area B	1200	gpd / ac	9.44	11328	0.02	4.5	0.08	0.14	
4	Commercial Area C	1200	gpd / ac	7.91	9492	0.01	4.5	0.07	0.21	
5	Residential	400	gpd / DU	42	16800	0.03	4.5	0.12	0.32	
6	Commercial Area D	1200	gpd / ac	2.28	2736	0.00	4.5	0.02	0.34	

0.34 cfs  
FLOWRATE 154 gpm

LIFT STATION ELEVATION	4825
CONNECTION POINT	4930

HEAD 105 FEET

1. ALL SEWER LINES WITHIN THE FAULT ZONE TO BE CONSTRUCTED WITH HDPE PIPE
2. ALL SEWER MANHOLES WITHIN THE FAULT ZONE TO HAVE ADDITIONAL PIPE RESTRAINTS ADDED TO THE MANHOLES OR EQUIV RESTRAINT STRUCTURES

DEVELOPMENT

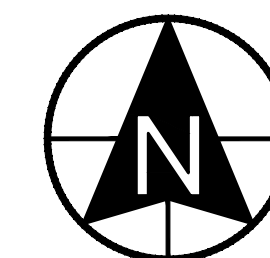


700 N SR198  
SANTAQUIN, UTAH COUNTY, UT


DEVELOPER

GREY  
CLIFFS  
LLC.

935 W. CENTER  
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801.785.8458



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ACTION			DATE
PRELIMINARY PLAN			11/9/2022

PROJECT



DESCRIPTION
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*PRELIMINARY  
PLAN*

SHEET NAME

OVERALL  
SEWER

SHEET NUMBER

C2.01

©my driveberg civl2021gray cliffs/palmer

planigco\_gre-02 1-sewer dug

THE AREA WITHIN THE PROPOSED DEVELOPMENT HAS NOT BEEN APPROPRIATELY STUDIED TO DETERMINE IF THE INCREASE IN WASTEWATER FLOW CAN BE HANDLED WITH THE EXISTING DOWNSTREAM INFRASTRUCTURE. THIS STUDY WILL DETERMINE WHAT OFF-SITE IMPROVEMENTS MAY BE NEEDED.

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

UTAH STATE DEPT  
NATURAL RESOURCES

UNITED STATES

UNITED STATES



UDOT NOTE

ALL IMPROVEMENTS LOCATED WITHIN SR198 RIGHT-OF-WAY MUST HAVE WRITTEN APPROVAL FROM UDOT

PRESSURIZED IRRIGATION ZONES

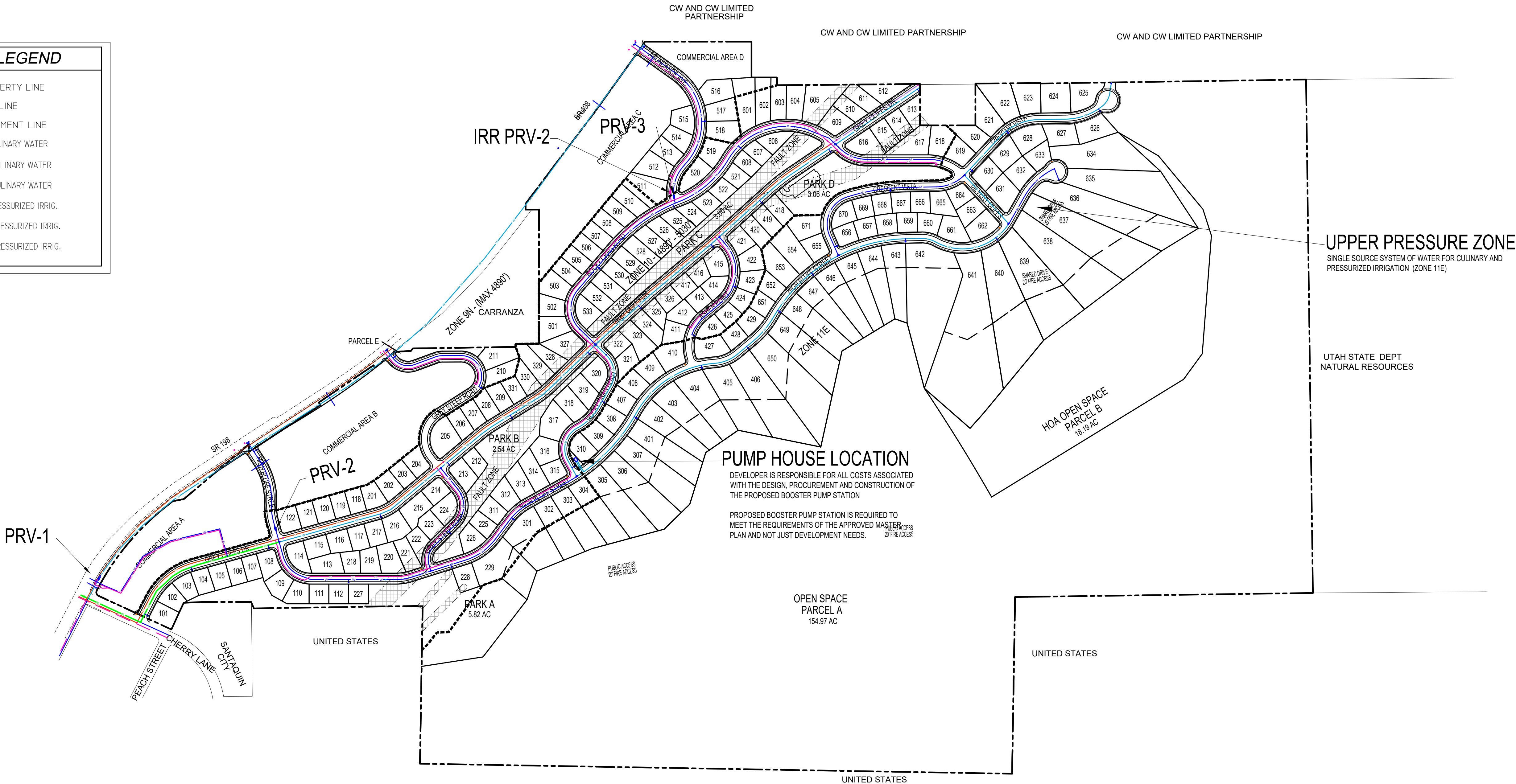
ALL PRESSURIZED IRRIGATION ZONES CORRELATE WITH THE CULINARY WATER PRESSURE ZONES AS SHOWN  
AS PER MASTER PLAN ZONE 11E WILL BE SERVED BY DRINKING WATER

FAULT ZONE PROTECTION

- ALL CULINARY AND PRESSURIZED IRRIGATION LINES WITHIN THE FAULT ZONE TO BE CONSTRUCTED WITH RESTRAINED JOINT DUCTILE IRON PIPE [TR FLEX OR EQUIV]
- ALL CULINARY AND PRESSURIZED IRRIGATION LINES WITHIN THE FAULT ZONE TO HAVE ADDITIONAL VALVES AS SHOWN PLACED ON THE OUTSIDE EDGES TO THE MAPPED FAULT ZONE.

WATER & PI LEGEND

- PROPERTY LINE
- LOT LINE
- EASEMENT LINE
- 8" CULINARY WATER
- 10" CULINARY WATER
- 12" CULINARY WATER
- 8" PRESSURIZED IRRIG.
- 10" PRESSURIZED IRRIG.
- 12" PRESSURIZED IRRIG.



UPPER PRESSURE ZONE  
SINGLE SOURCE SYSTEM OF WATER FOR CULINARY AND  
PRESSURIZED IRRIGATION (ZONE 11E)

UTAH STATE DEPT  
NATURAL RESOURCES

PUMP HOUSE LOCATION

DEVELOPER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED  
WITH THE DESIGN, PROCUREMENT AND CONSTRUCTION OF  
THE PROPOSED BOOSTER PUMP STATION

PROPOSED BOOSTER PUMP STATION IS REQUIRED TO  
MEET THE REQUIREMENTS OF THE APPROVED MASTER  
PLAN AND NOT JUST DEVELOPMENT NEEDS.

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

DEVELOPMENT

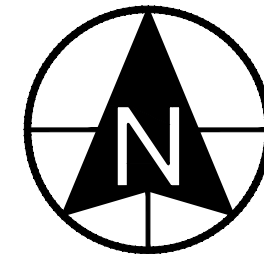


700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

DEVELOPER

GREY  
CLIFFS  
LLC.

935 W. CENTER  
LINDON, UT 84042  
801.785.8458



SCALE: 1"= 300'



11038 N Highland Blvd Suite 400  
Highland Ut, 84003  
office (801) 492-1277  
cell (801) 616-1677

REVISIONS			SEAL
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ACTION	DATE
PRELIMINARY PLAN	11/9/2022

PROJECT



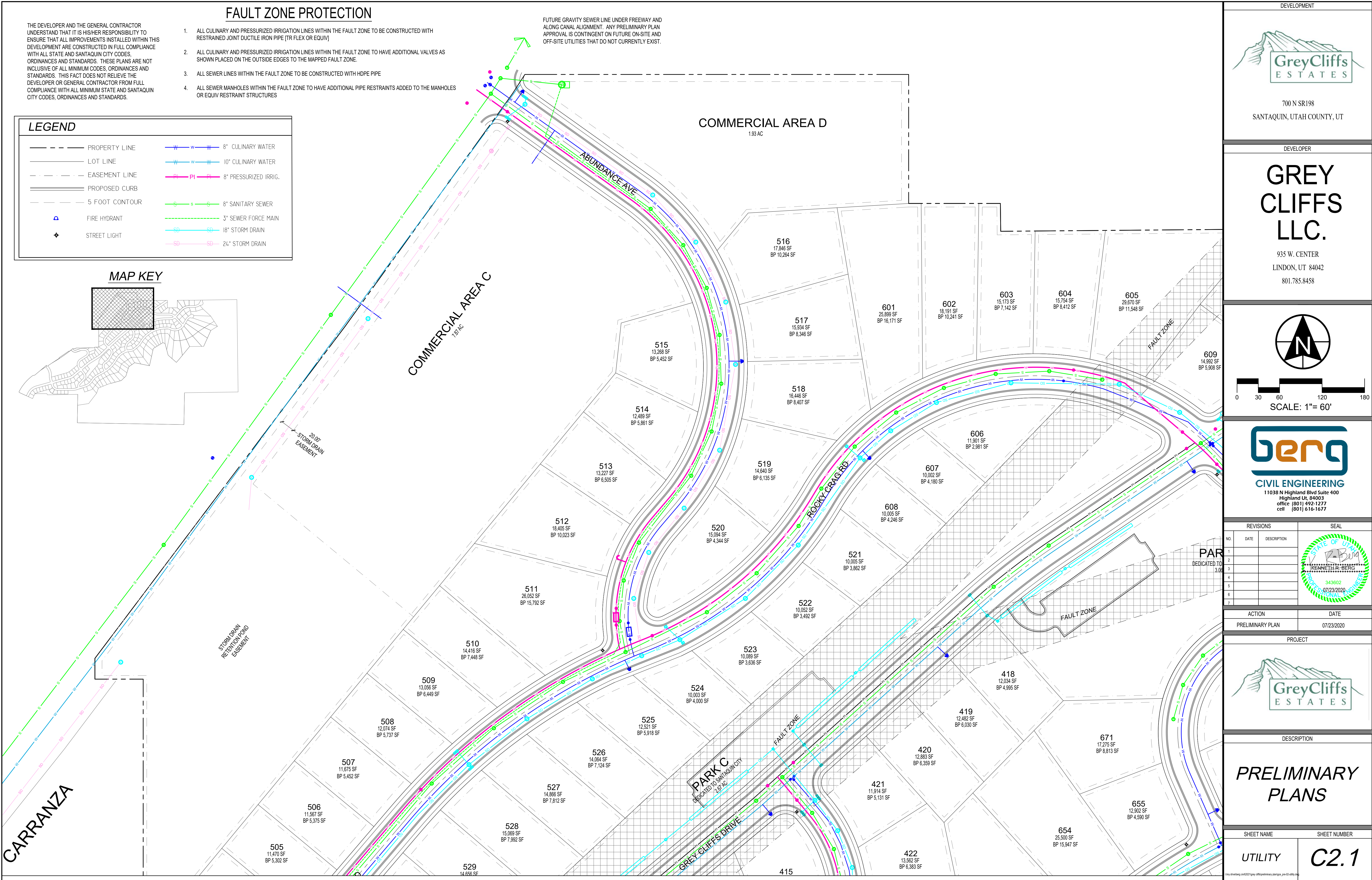
DESCRIPTION

PRELIMINARY  
PLAN

SHEET NAME	SHEET NUMBER
WATER ZONES	C2.02

11/9/2022 11:03 AM







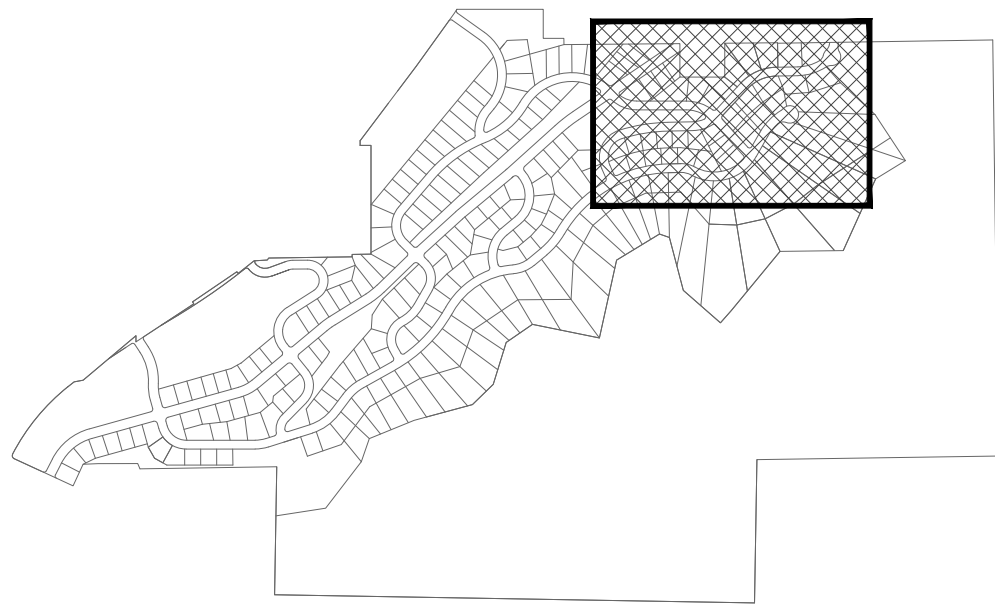
CW AND CW LIMITED PARTNERSHIP

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

FAULT ZONE PROTECTION

- ALL CULINARY AND PRESSURIZED IRRIGATION LINES WITHIN THE FAULT ZONE TO BE CONSTRUCTED WITH RESTRAINED JOINT DUCTILE IRON PIPE (TR FLEX OR EQUIV)
- ALL CULINARY AND PRESSURIZED IRRIGATION LINES WITHIN THE FAULT ZONE TO HAVE ADDITIONAL VALVES AS SHOWN PLACED ON THE OUTSIDE EDGES TO THE MAPPED FAULT ZONE.
- ALL SEWER LINES WITHIN THE FAULT ZONE TO BE CONSTRUCTED WITH HDPE PIPE
- ALL SEWER MANHOLES WITHIN THE FAULT ZONE TO HAVE ADDITIONAL PIPE RESTRAINTS ADDED TO THE MANHOLES OR EQUIV RESTRAINT STRUCTURES

MAP KEY



LEGEND

- PROPERTY LINE
- LOT LINE
- EASEMENT LINE
- PROPOSED CURB
- 5 FOOT CONTOUR
- FIRE HYDRANT
- STREET LIGHT
- 8" CULINARY WATER
- 10" CULINARY WATER
- 8" PRESSURIZED IRRIG.
- 8" SANITARY SEWER
- 3" SEWER FORCE MAIN
- 18" STORM DRAIN
- 24" STORM DRAIN

CW A

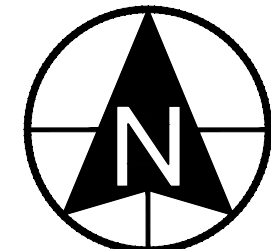


700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

DEVELOPER

GREY CLIFFS LLC.

935 W. CENTER  
LINDON, UT 84042  
801.785.8458

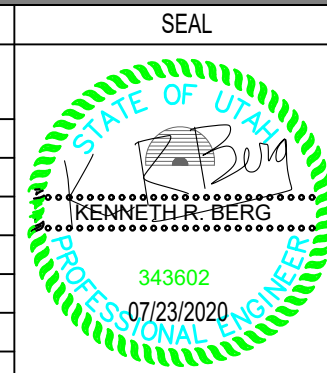


SCALE: 1"= 60'



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cell (801) 616-1677

REVISIONS			SEAL
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ACTION		DATE
PRELIMINARY PLAN		

07/23/2020

PROJECT



DESCRIPTION

PRELIMINARY PLANS

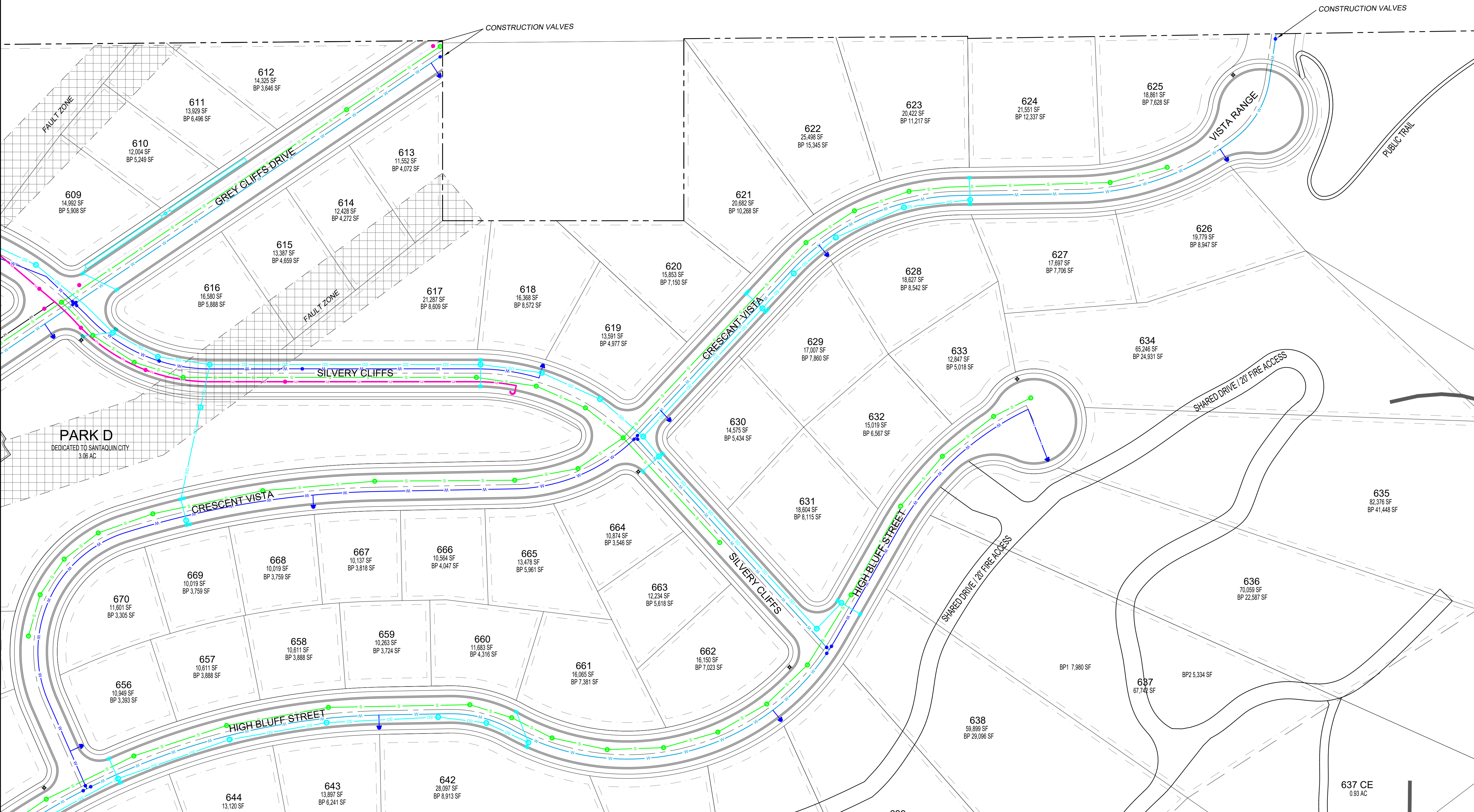
SHEET NAME

UTILITY

SHEET NUMBER

C2.2

http://www.bergcivil.com/2021/07/23/2020-preliminary-plans-utility-c2.2.pdf









FAULT ZONE PROTECTION

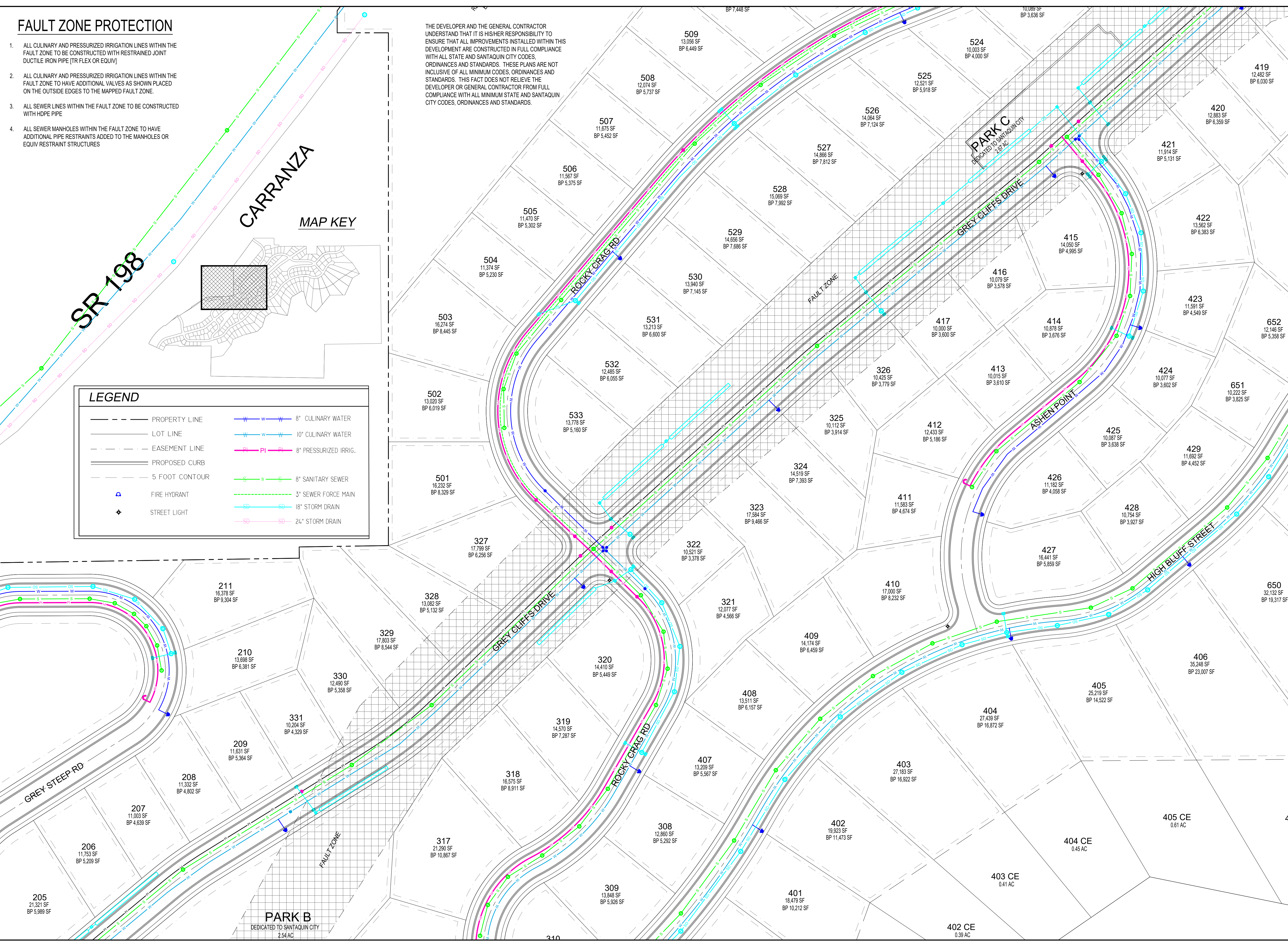
- 1. ALL CULINARY AND PRESSURIZED IRRIGATION LINES WITHIN THE FAULT ZONE TO BE CONSTRUCTED WITH RESTRAINED JOINT DUCTILE IRON PIPE (TR FLEX OR EQUIV)
- 2. ALL CULINARY AND PRESSURIZED IRRIGATION LINES WITHIN THE FAULT ZONE TO HAVE ADDITIONAL VALVES AS SHOWN PLACED ON THE OUTSIDE EDGES TO THE MAPPED FAULT ZONE.
- 3. ALL SEWER LINES WITHIN THE FAULT ZONE TO BE CONSTRUCTED WITH HDPE PIPE
- 4. ALL SEWER MANHOLES WITHIN THE FAULT ZONE TO HAVE ADDITIONAL PIPE RESTRAINTS ADDED TO THE MANHOLES OR EQUIV RESTRAINT STRUCTURES

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

CARRANZA  
MAP KEY

LEGEND

---	PROPERTY LINE	8" W	8" CULINARY WATER
---	LOT LINE	10" W	10" CULINARY WATER
---	EASEMENT LINE	PI	8" PRESSURIZED IRRIG.
---	PROPOSED CURB	S	8" SANITARY SEWER
---	5 FOOT CONTOUR	S	3" SEWER FORCE MAIN
▲	FIRE HYDRANT	S	18" STORM DRAIN
+	STREET LIGHT	S	24" STORM DRAIN



DEVELOPMENT

**GreyCliffs ESTATES**

700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

DEVELOPER

**GREY CLIFFS LLC.**

935 W. CENTER  
LINDON, UT 84042  
801.785.8458

North arrow and scale: 1" = 60'

**berg**  
CIVIL ENGINEERING

11038 N Highland Blvd Suite 400  
Highland Ut, 84003  
office: (801) 492-1277  
cell: (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
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ACTION			DATE
PRELIMINARY PLAN			07/23/2020

PROJECT

**GreyCliffs ESTATES**

DESCRIPTION

**PRELIMINARY PLANS**

SHEET NAME	SHEET NUMBER
UTILITY	<b>C2.4</b>



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

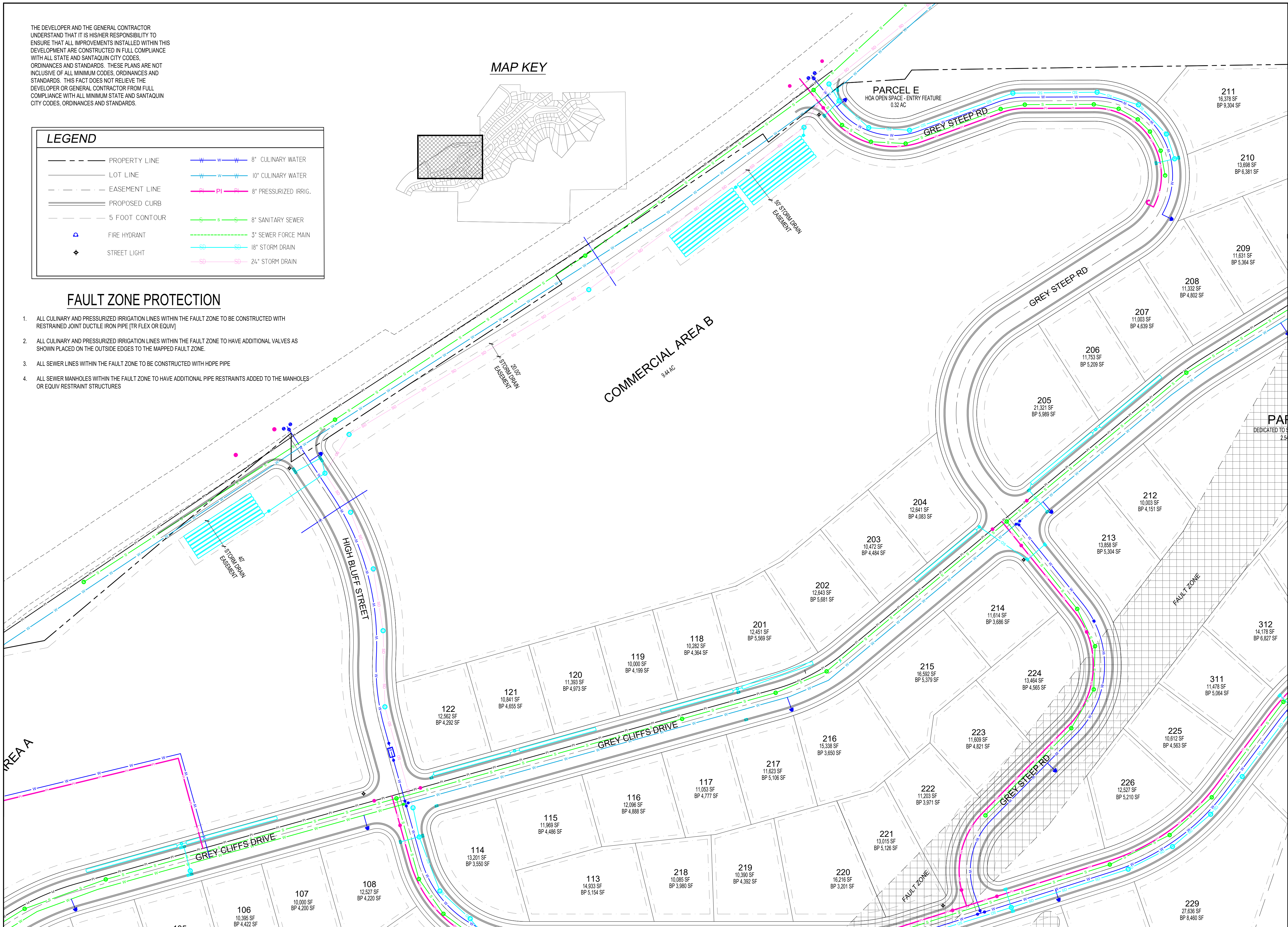
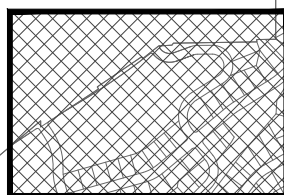
### LEGEND

---	PROPERTY LINE	W-W-W	8" CULINARY WATER
---	LOT LINE	W-W-W	10" CULINARY WATER
---	EASEMENT LINE	PI-PI-PI	8" PRESSURIZED IRRIG.
---	PROPOSED CURB	S-S-S	8" SANITARY SEWER
---	5 FOOT CONTOUR	S-S-S	3" SEWER FORCE MAIN
+	FIRE HYDRANT	SD-SD-SD	18" STORM DRAIN
+	STREET LIGHT	SD-SD-SD	24" STORM DRAIN

### FAULT ZONE PROTECTION

1. ALL CULINARY AND PRESSURIZED IRRIGATION LINES WITHIN THE FAULT ZONE TO BE CONSTRUCTED WITH RESTRAINED JOINT DUCTILE IRON PIPE (TR FLEX OR EQUIV)
2. ALL CULINARY AND PRESSURIZED IRRIGATION LINES WITHIN THE FAULT ZONE TO HAVE ADDITIONAL VALVES AS SHOWN PLACED ON THE OUTSIDE EDGES TO THE MAPPED FAULT ZONE.
3. ALL SEWER LINES WITHIN THE FAULT ZONE TO BE CONSTRUCTED WITH HDPE PIPE
4. ALL SEWER MANHOLES WITHIN THE FAULT ZONE TO HAVE ADDITIONAL PIPE RESTRAINTS ADDED TO THE MANHOLES OR EQUIV RESTRAINT STRUCTURES

### MAP KEY



DEVELOPMENT

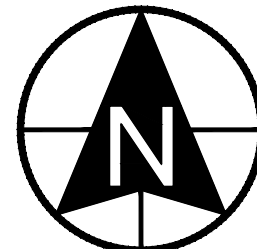


700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

DEVELOPER

**GREY  
CLIFFS  
LLC.**

935 W. CENTER  
LINDON, UT 84042  
801.785.8458



SCALE: 1"= 60'



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REVISIONS			SEAL
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ACTION	DATE
PRELIMINARY PLAN	07/23/2020

PROJECT



DESCRIPTION

**PRELIMINARY  
PLANS**

SHEET NAME	SHEET NUMBER
UTILITY	<b>C2.5</b>



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

LEGEND

- PROPERTY LINE
- LOT LINE
- EASEMENT LINE
- PROPOSED CURB
- 5 FOOT CONTOUR
- FIRE HYDRANT
- ◆

STREET LIGHT

W-W-W

8" CULINARY WATER

W-W-W

10" CULINARY WATER

PI-PI-PI

8" PRESSURIZED IRRIG.

S-S-S

8" SANITARY SEWER

S-S-S

3" SEWER FORCE MAIN

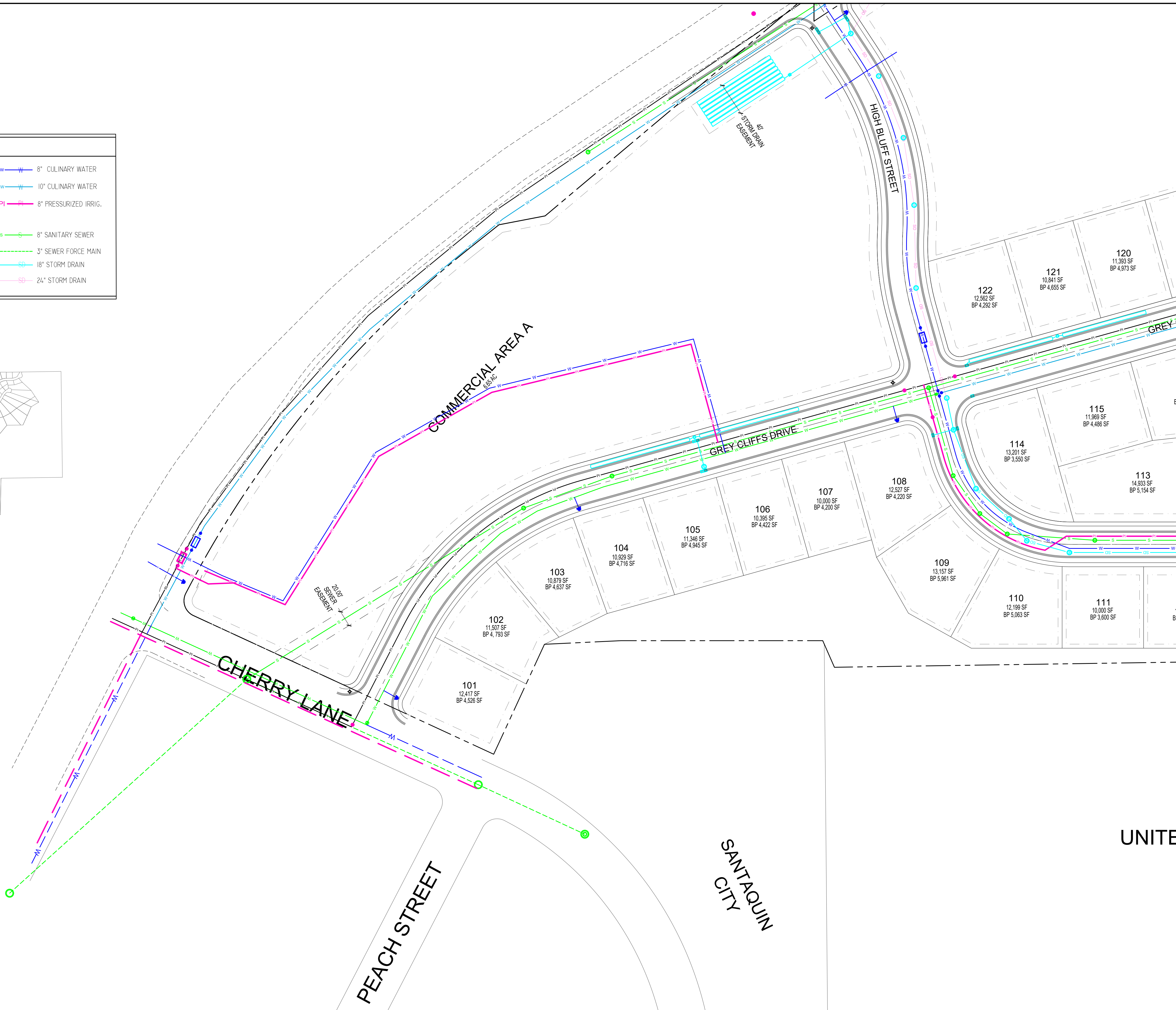
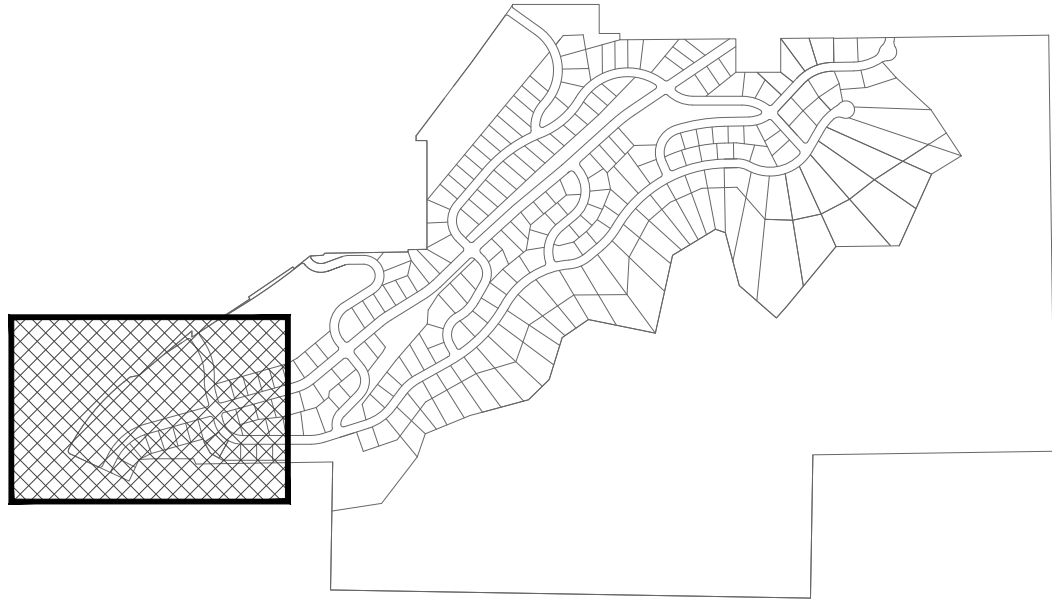
SD-SD-SD

18" STORM DRAIN

SD-SD-SD

24" STORM DRAIN

MAP KEY



DEVELOPMENT

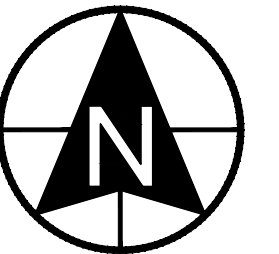


700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

DEVELOPER

GREY  
CLIFFS  
LLC.

935 W. CENTER  
LONDON, UT 84042  
801.785.8458



SCALE: 1"= 60'



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PRELIMINARY PLAN	07/23/2020

PROJECT



DESCRIPTION

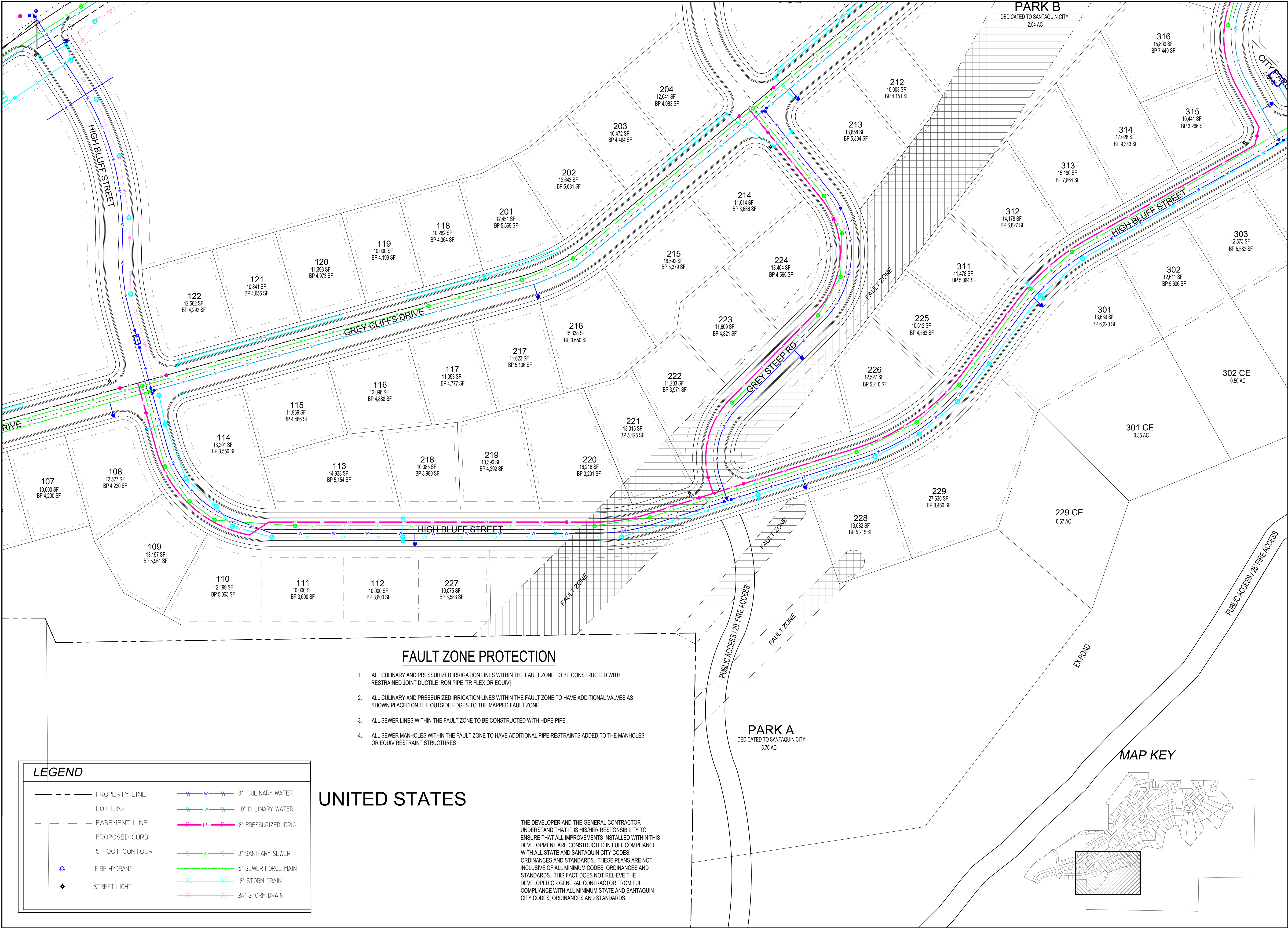
PRELIMINARY  
PLANS

SHEET NAME
UTILITY

SHEET NUMBER
C2.6

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**FAULT ZONE PROTECTION**

1. ALL CULINARY AND PRESSURIZED IRRIGATION LINES WITHIN THE FAULT ZONE TO BE CONSTRUCTED WITH RESTRAINED JOINT DUCTILE IRON PIPE (TR FLEX OR EQUIV)
2. ALL CULINARY AND PRESSURIZED IRRIGATION LINES WITHIN THE FAULT ZONE TO HAVE ADDITIONAL VALVES AS SHOWN PLACED ON THE OUTSIDE EDGES TO THE MAPPED FAULT ZONE.
3. ALL SEWER LINES WITHIN THE FAULT ZONE TO BE CONSTRUCTED WITH HOPE PIPE
4. ALL SEWER MANHOLES WITHIN THE FAULT ZONE TO HAVE ADDITIONAL PIPE RESTRAINTS ADDED TO THE MANHOLES OR EQUIV RESTRAINT STRUCTURES

**UNITED STATES**

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

DEVELOPMENT

700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

DEVELOPER

**GREY CLIFFS LLC.**

935 W. CENTER  
LINDON, UT 84042  
801.785.8458

SCALE: 1"= 50'

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ACTION	DATE
PRELIMINARY PLAN	07/23/2020

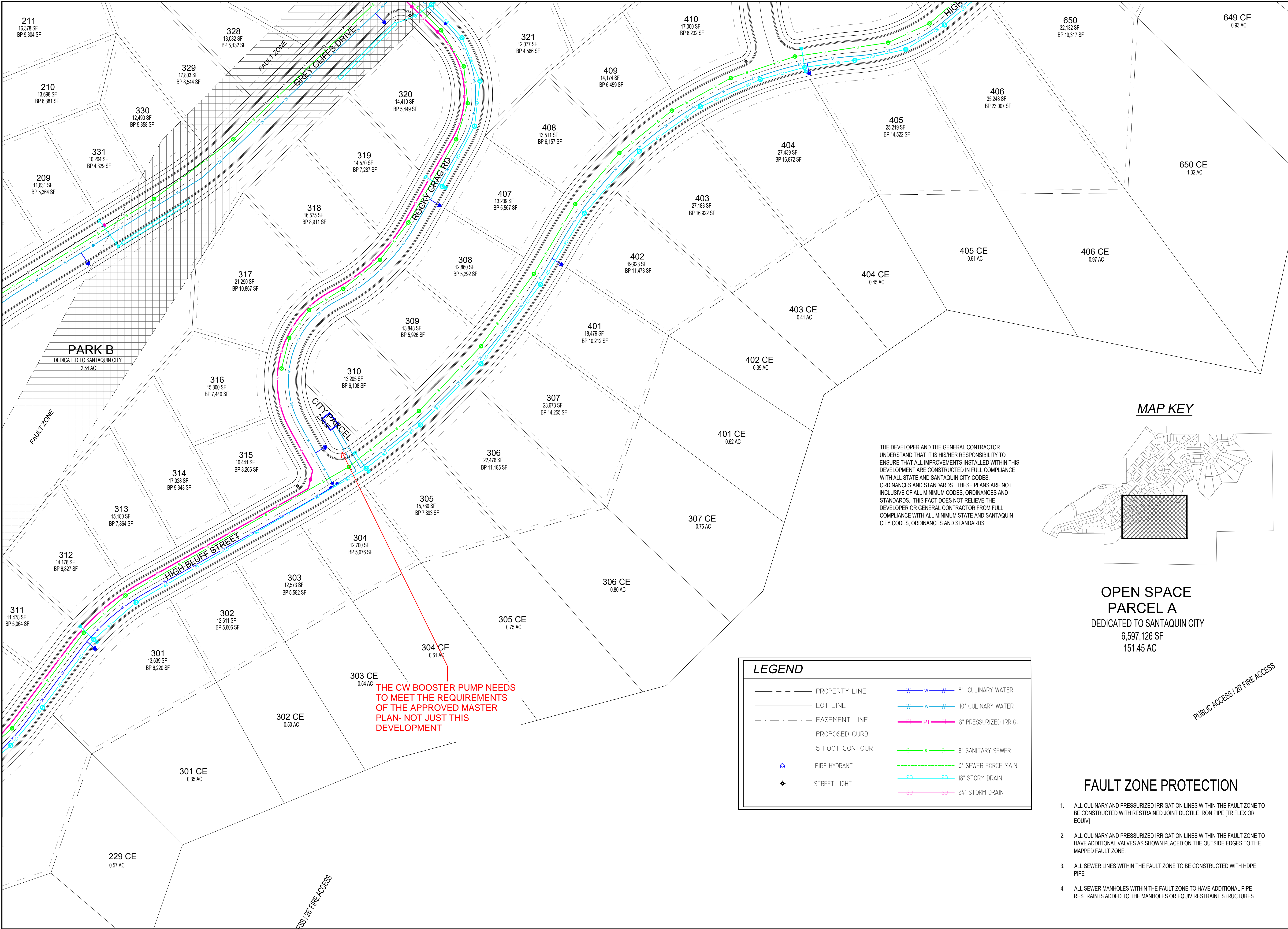
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DESCRIPTION

**PRELIMINARY PLANS**

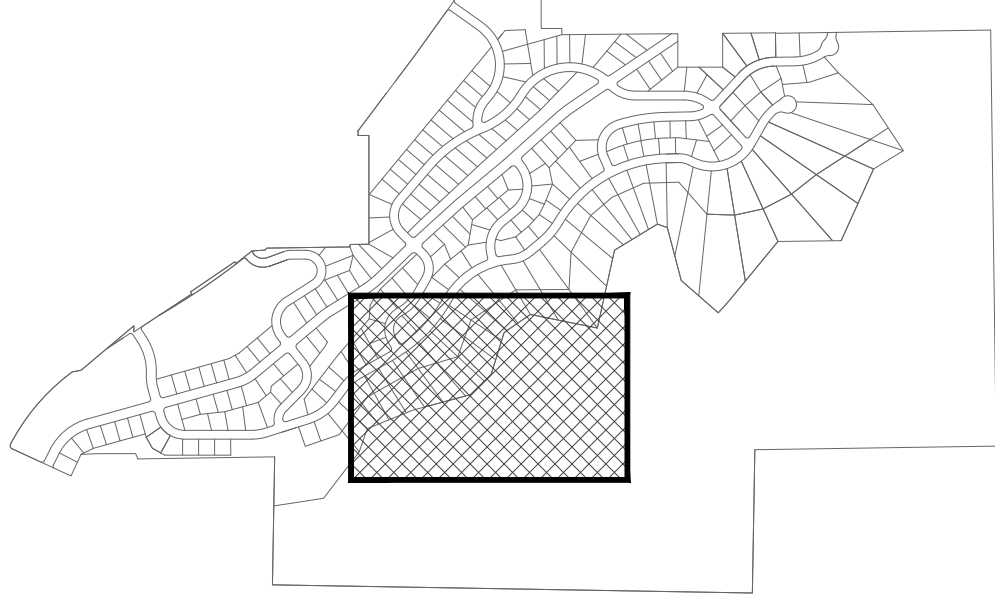
SHEET NAME	SHEET NUMBER
UTILITY	<b>C2.7</b>





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

MAP KEY



OPEN SPACE  
PARCEL A  
DEDICATED TO SANTAQUIN CITY  
6,597,126 SF  
151.45 AC

PUBLIC ACCESS / 20' FIRE ACCESS

LEGEND

- PROPERTY LINE
- LOT LINE
- EASEMENT LINE
- PROPOSED CURB
- 5 FOOT CONTOUR
- FIRE HYDRANT
- STREET LIGHT
- 8" CULINARY WATER
- 10" CULINARY WATER
- 8" PRESSURIZED IRRIG.
- 8" SANITARY SEWER
- 3" SEWER FORCE MAIN
- 18" STORM DRAIN
- 24" STORM DRAIN

FAULT ZONE PROTECTION

- ALL CULINARY AND PRESSURIZED IRRIGATION LINES WITHIN THE FAULT ZONE TO BE CONSTRUCTED WITH RESTRAINED JOINT DUCTILE IRON PIPE (TR FLEX OR EQUIV)
- ALL CULINARY AND PRESSURIZED IRRIGATION LINES WITHIN THE FAULT ZONE TO HAVE ADDITIONAL VALVES AS SHOWN PLACED ON THE OUTSIDE EDGES TO THE MAPPED FAULT ZONE.
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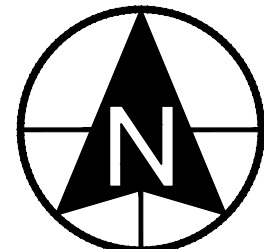


700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

DEVELOPER

GREY  
CLIFFS  
LLC.

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LINDON, UT 84042  
801.785.8458



0 30 60 120 180  
SCALE: 1"= 60'



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cell: (801) 616-1677

REVISIONS			SEAL
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PRELIMINARY PLAN			07/23/2020

PROJECT



DESCRIPTION

PRELIMINARY  
PLANS

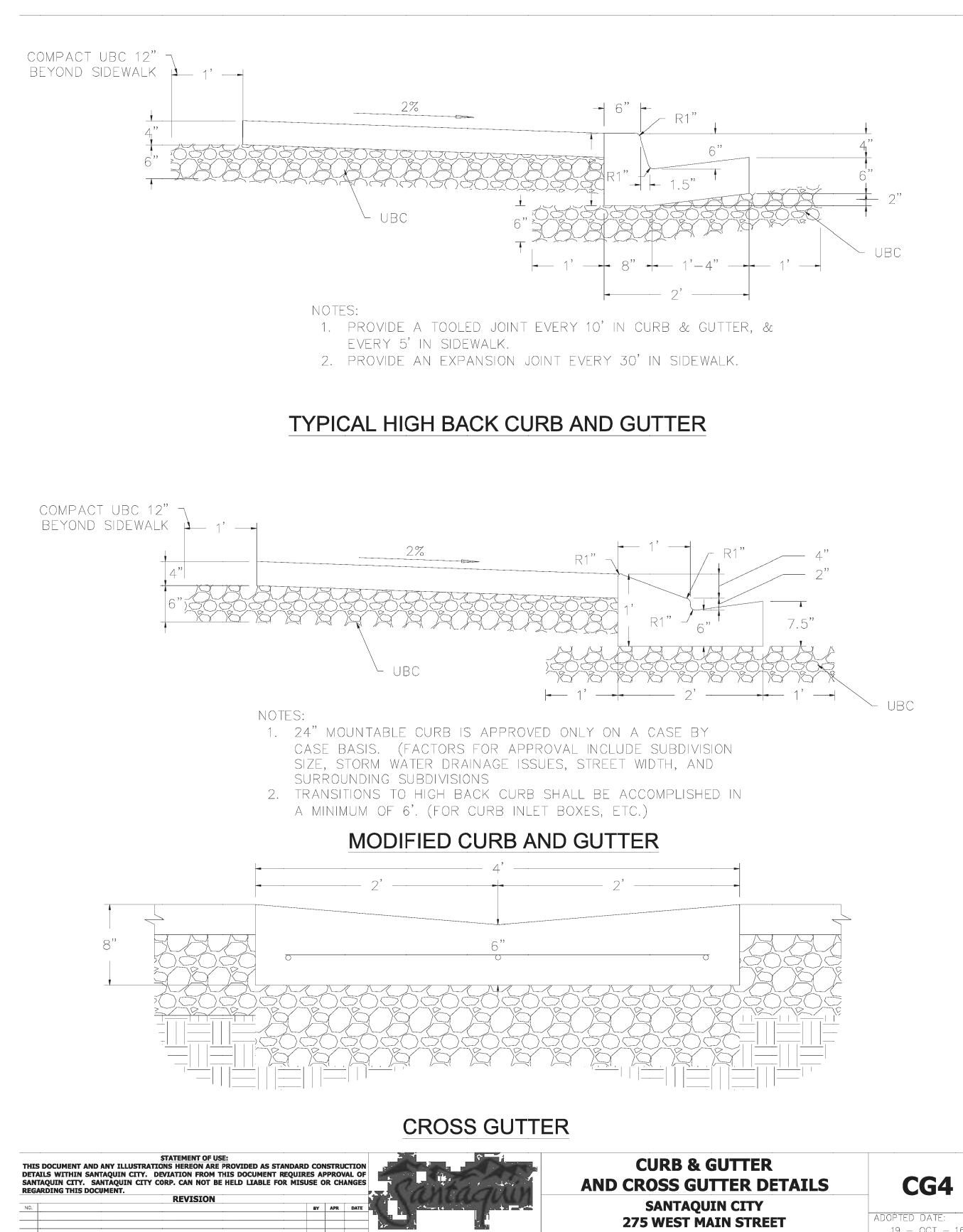
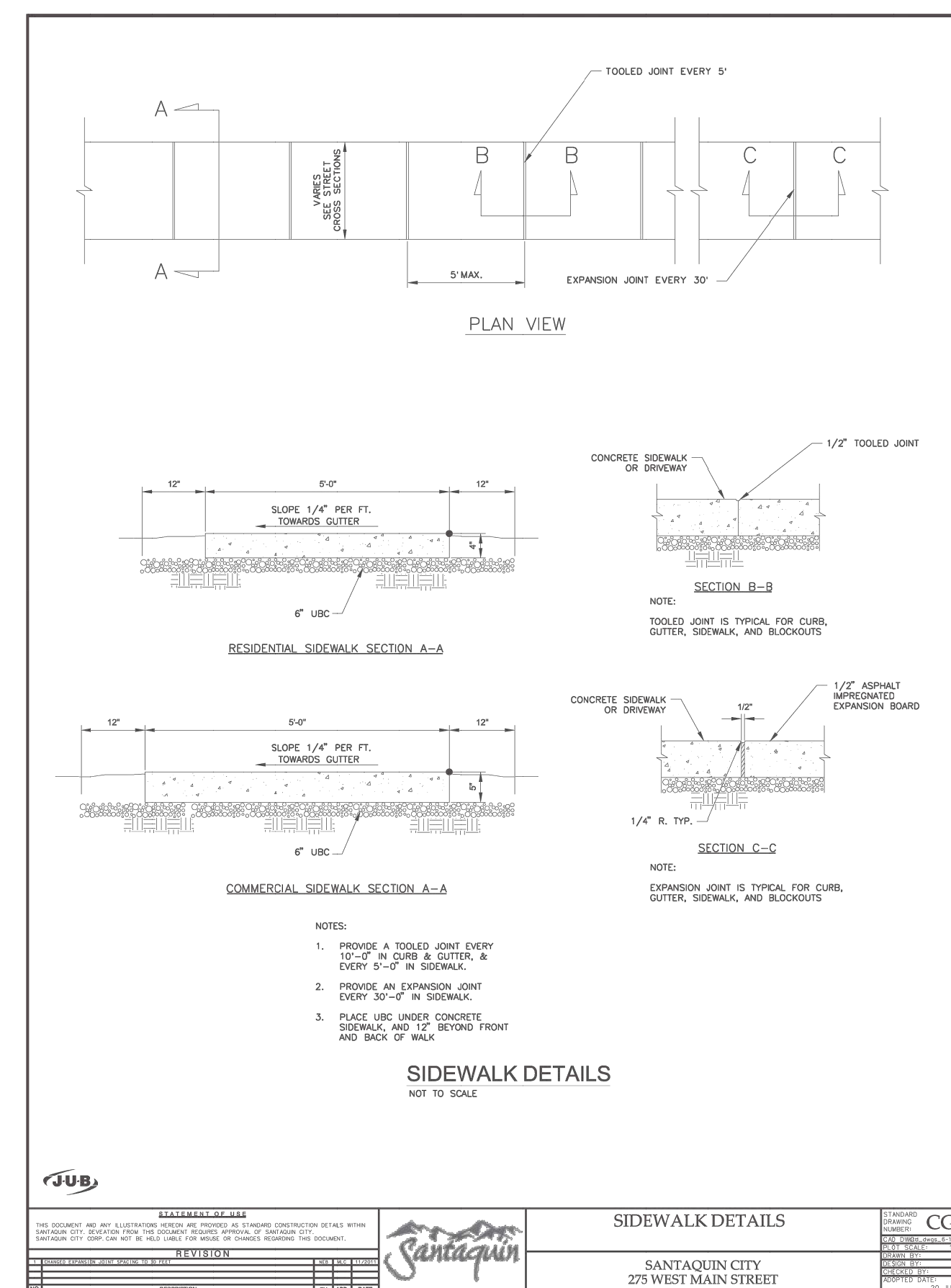
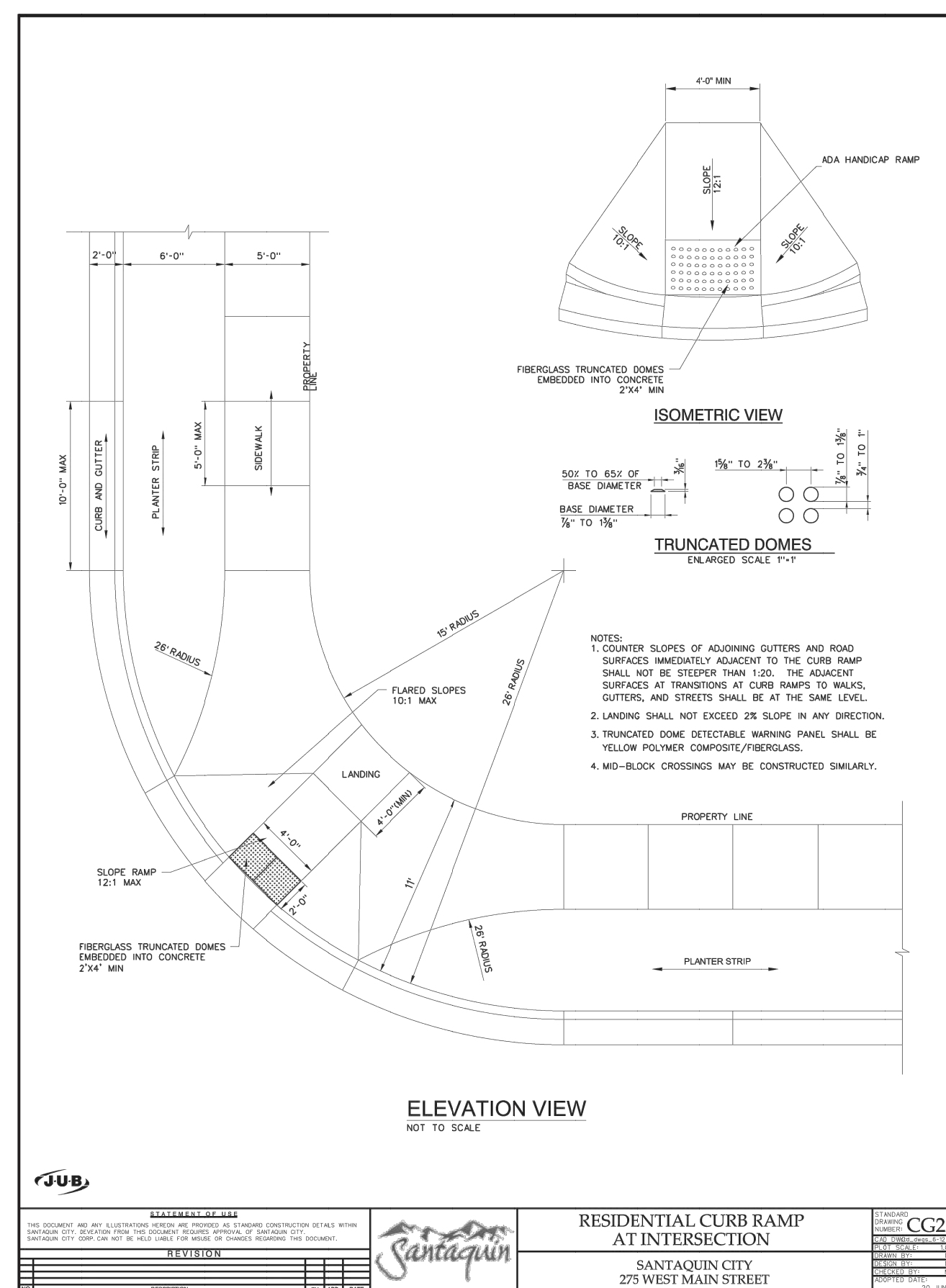
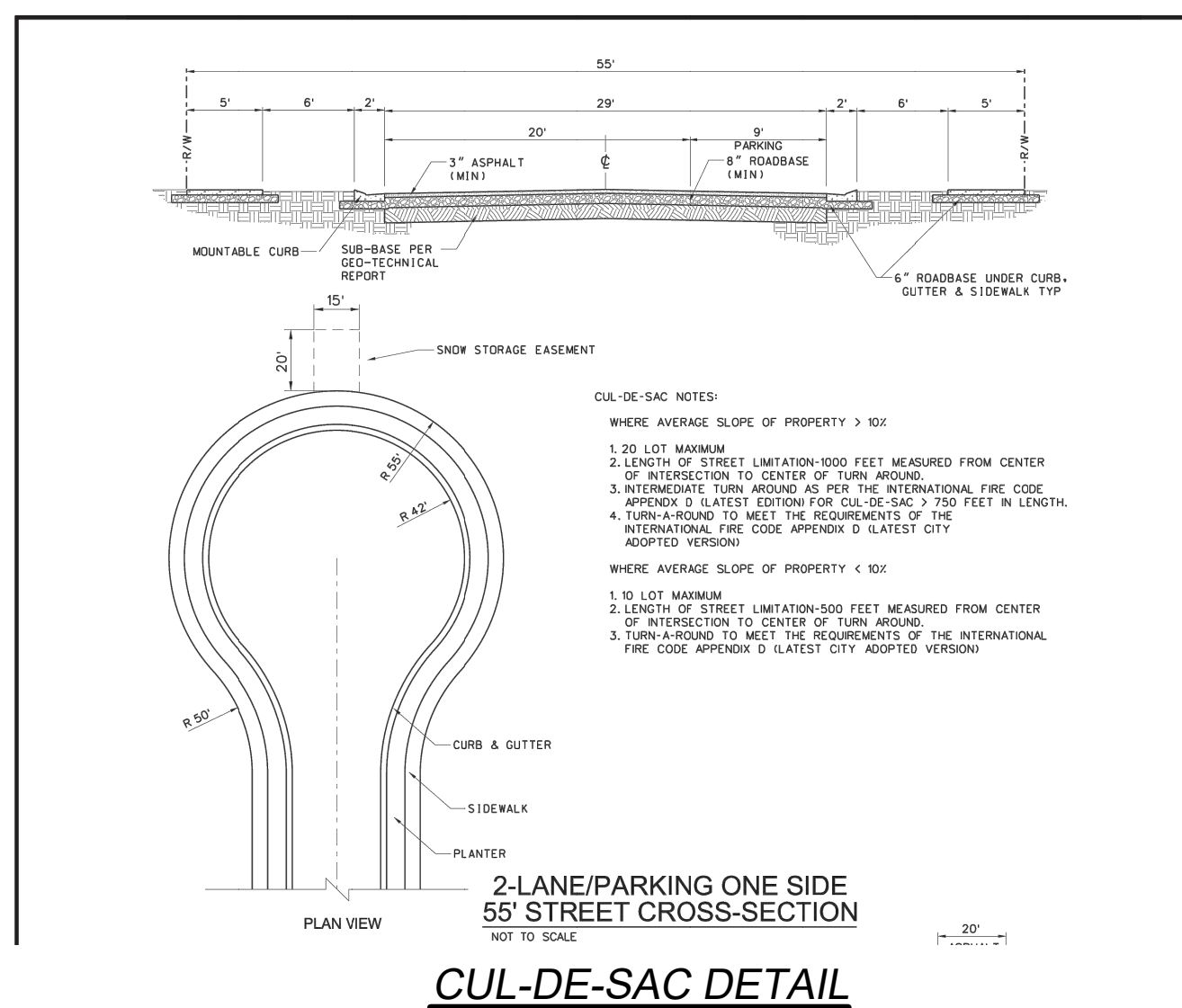
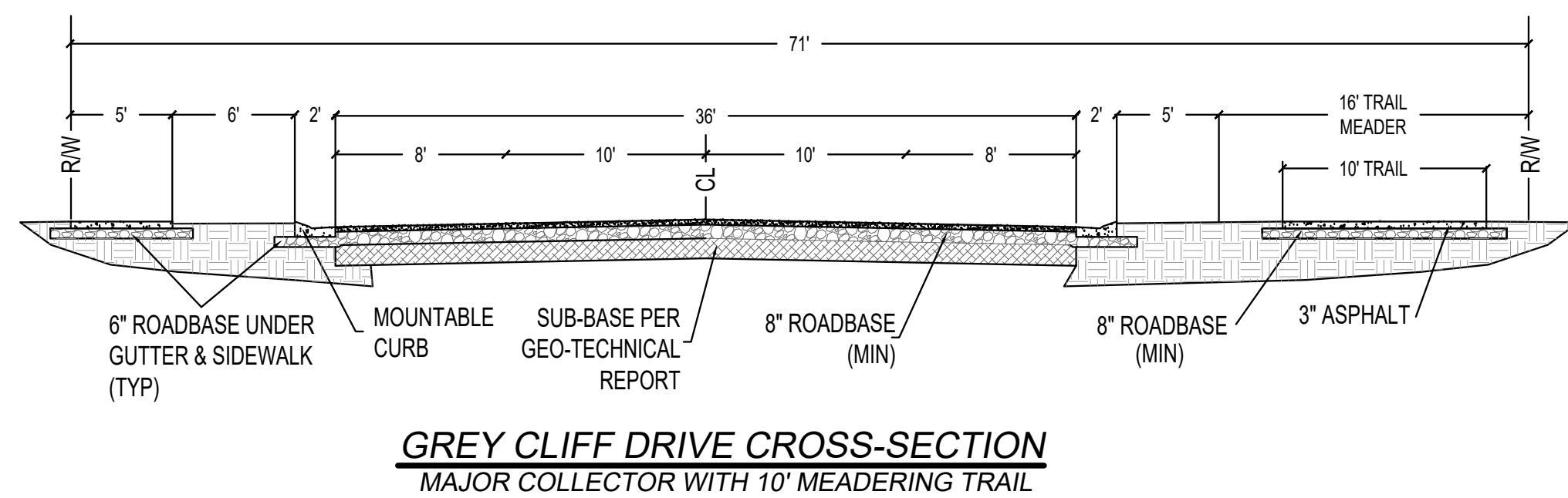
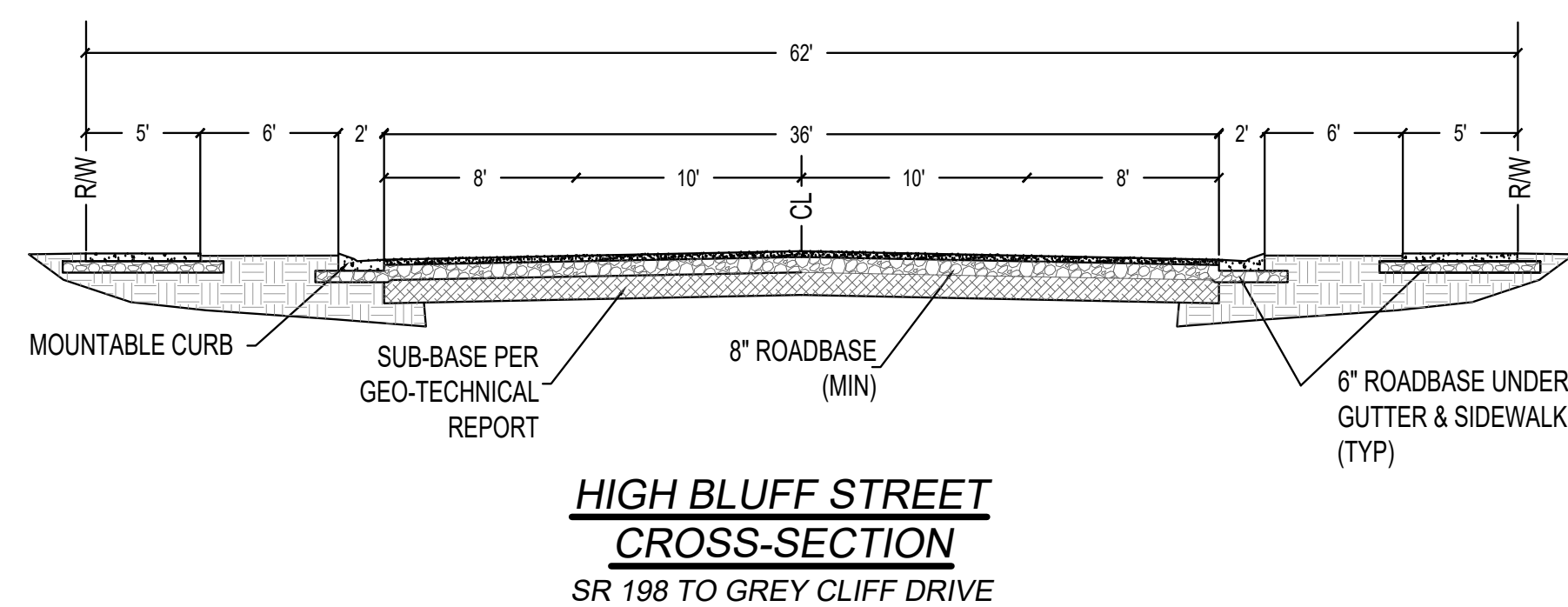
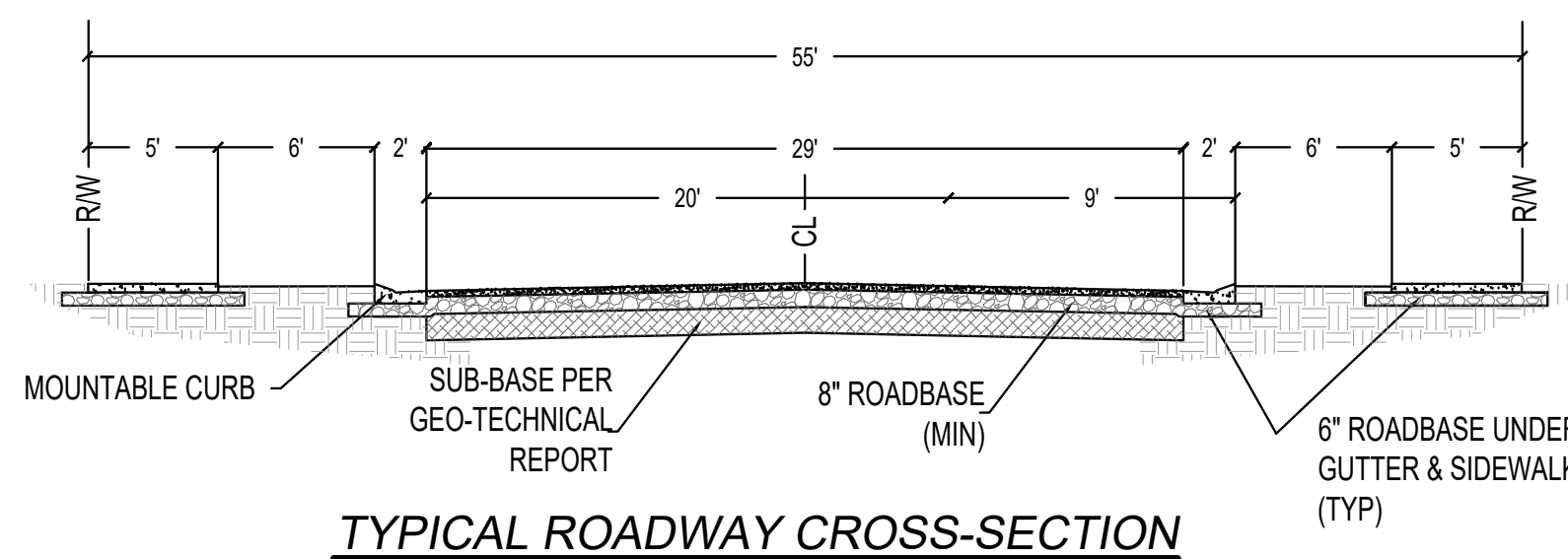
SHEET NAME

UTILITY

SHEET NUMBER

C2.8





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SANTAQUIN, UTAH COUNTY, UT

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4		KENNETH R. BERG	F
5		SERIAL NO. 343602	
6		DATE: 07/23/2020	
7			

ACTION	DATE
PRELIMINARY PLAN	07/23/2020



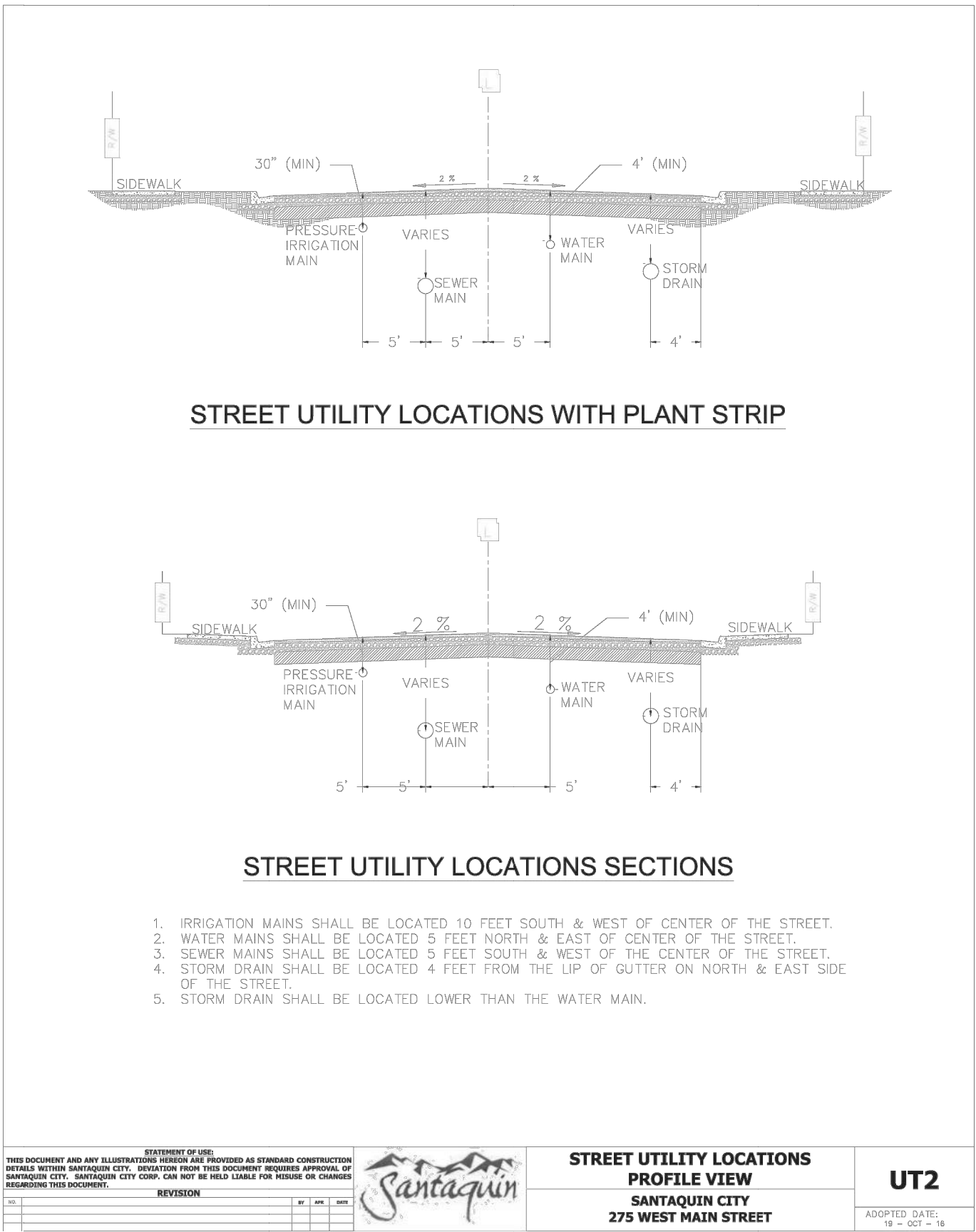
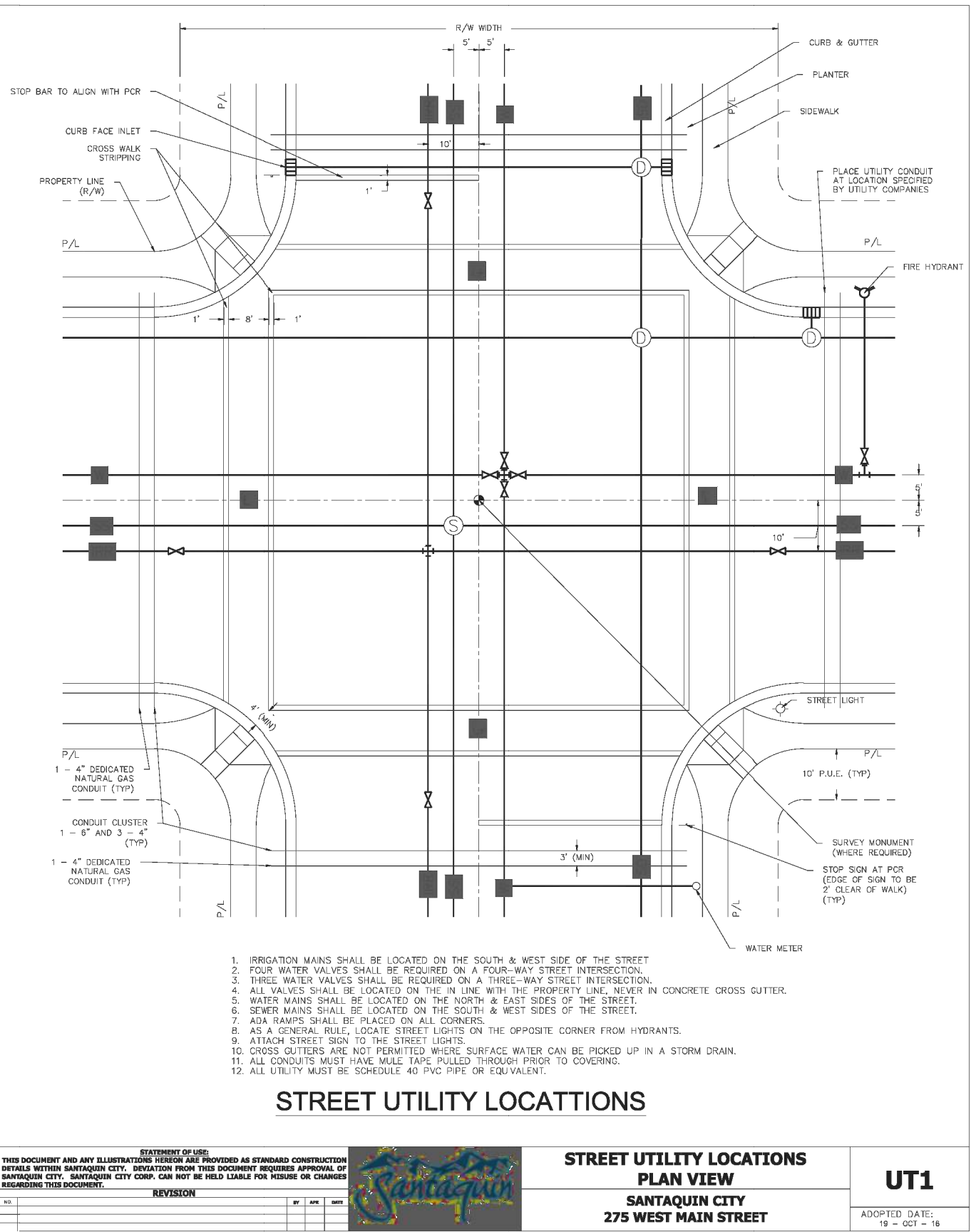
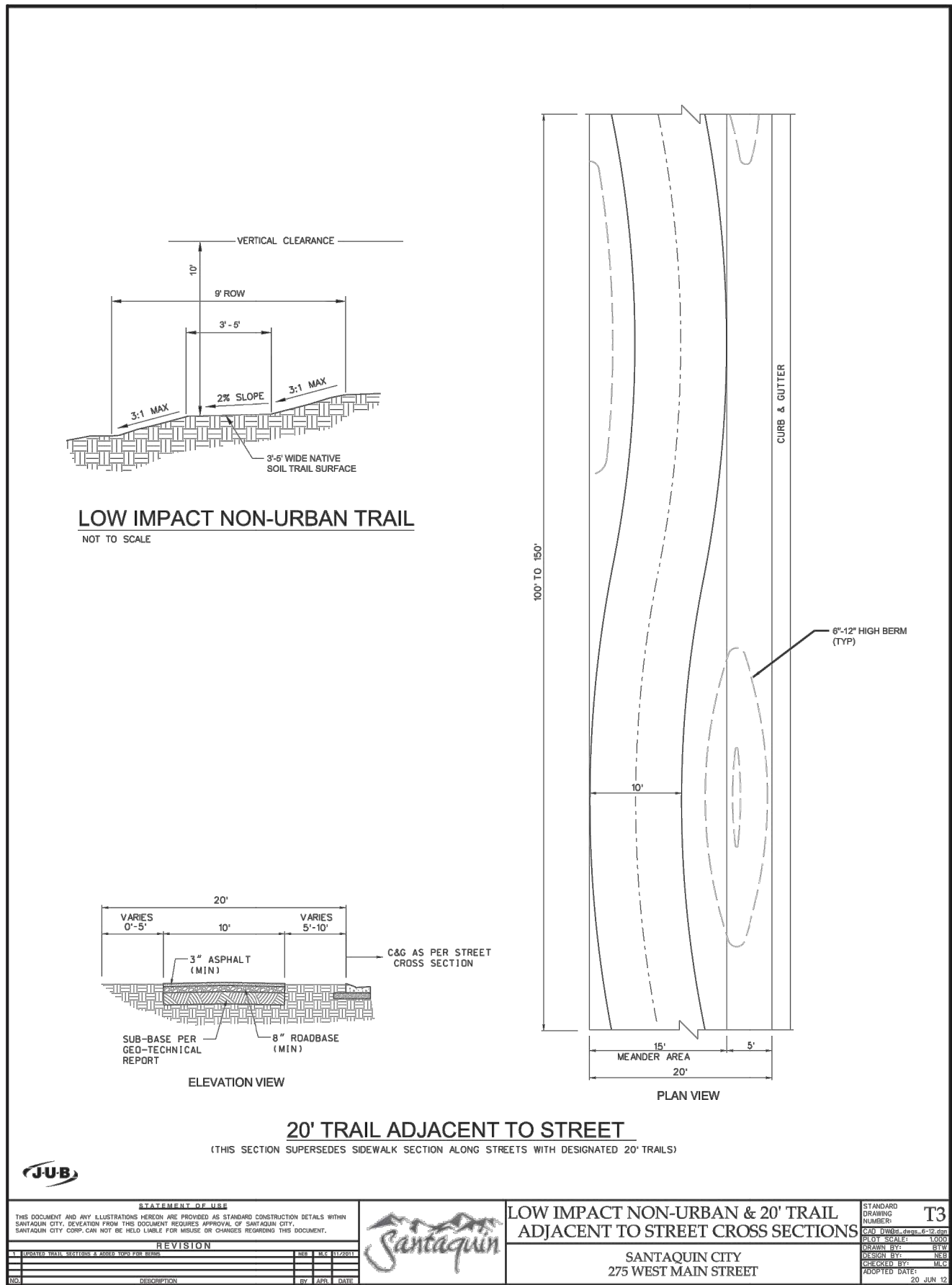
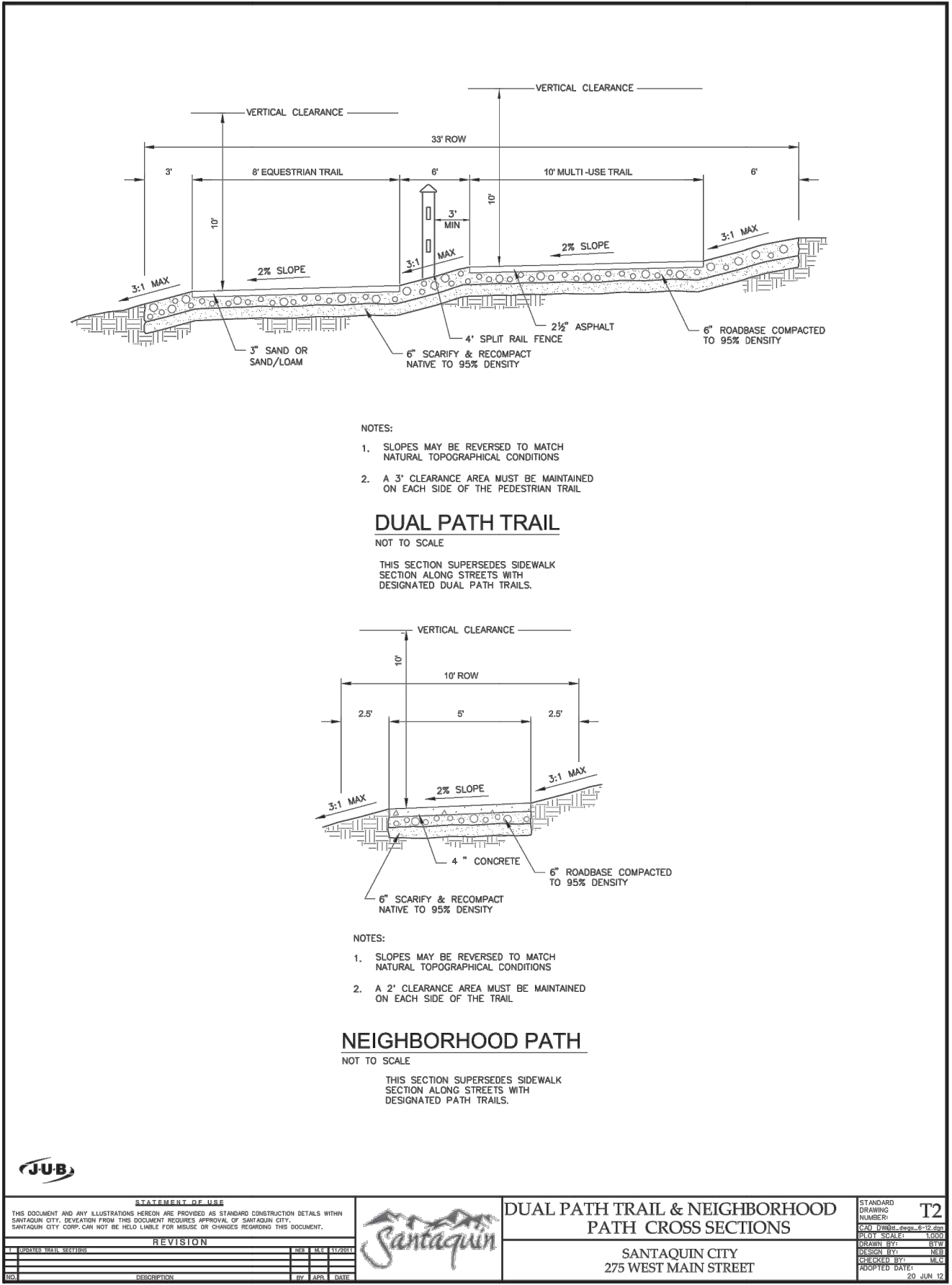
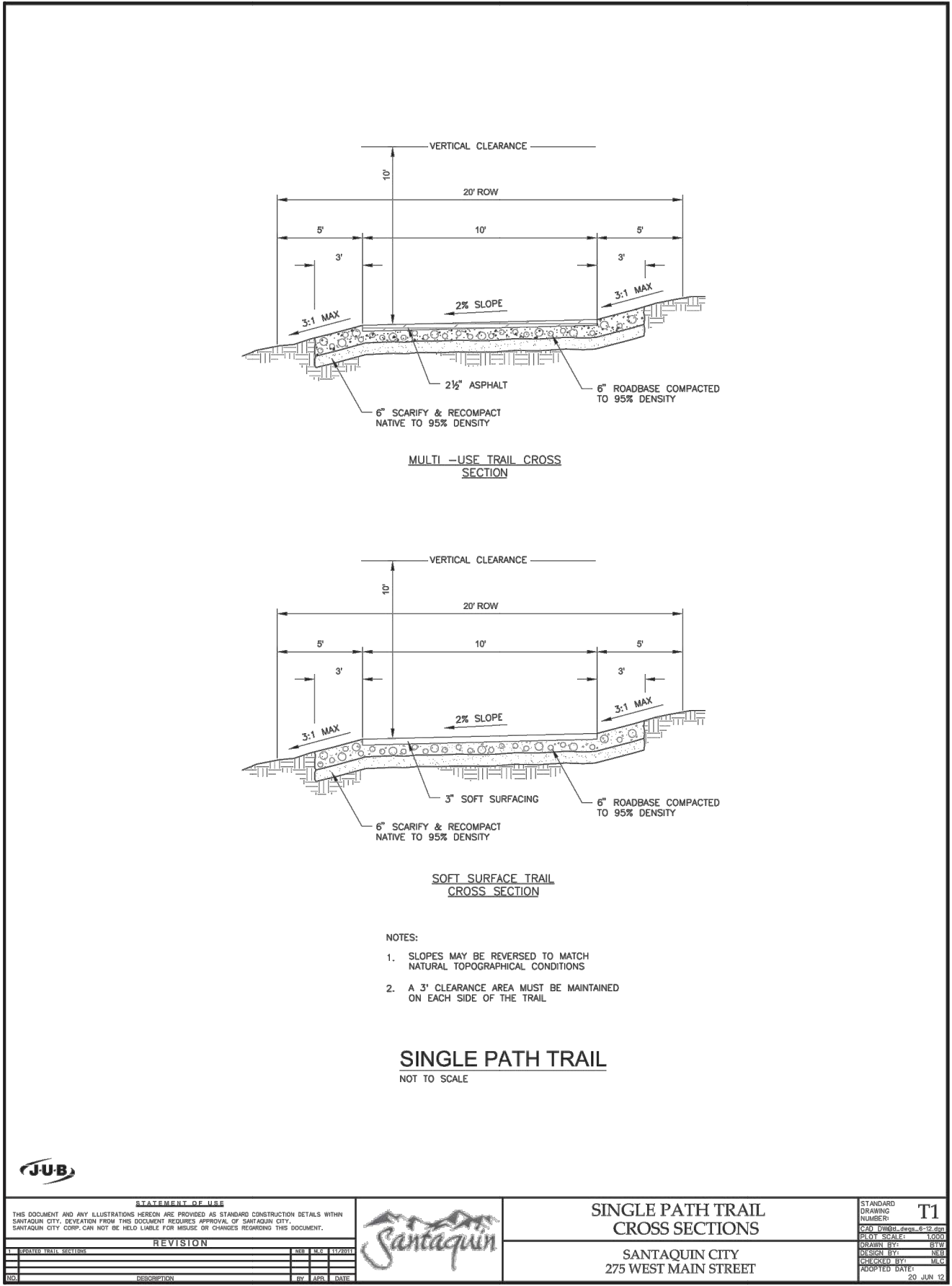
## PRELIMINARY PLANS

SHEET NAME	SHEET NUMBER
UTILITY DETAILS	C2.9

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C2.9





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5			SERIAL NO. 343602
6			DATE: 07/23/2020
7			

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PROJECT



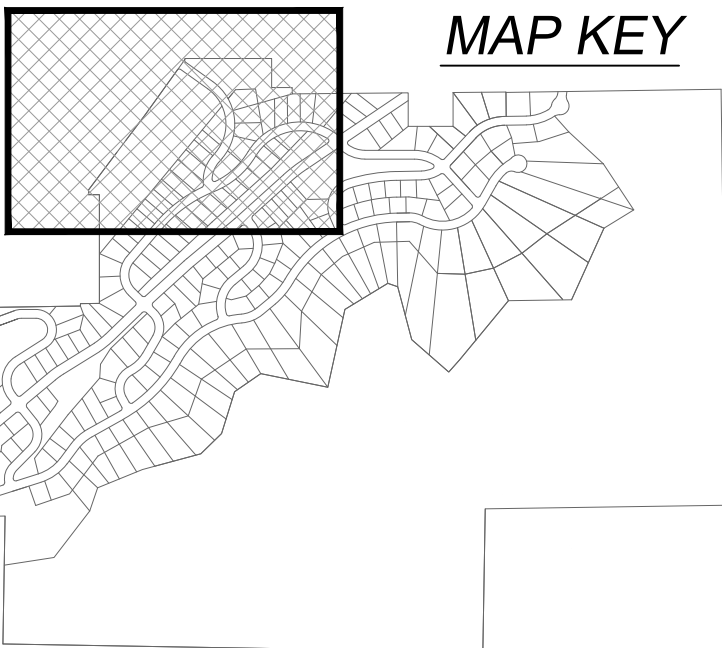
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SHEET NAME	SHEET NUMBER
UTILITY DETAILS	C2.10









DEVELOPMENT

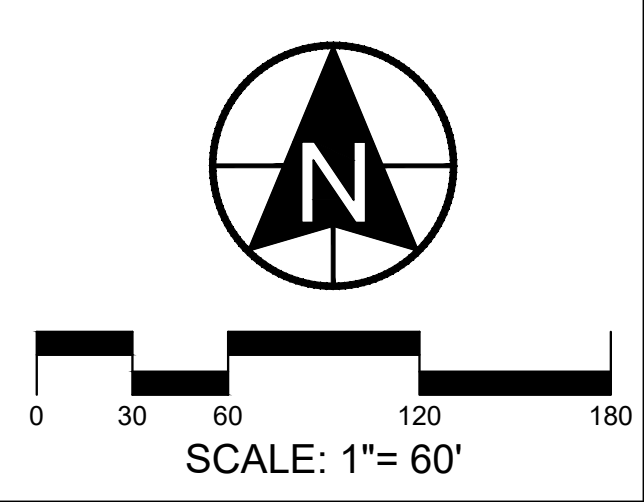
**GreyCliffs ESTATES**

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**GREY CLIFFS LLC.**

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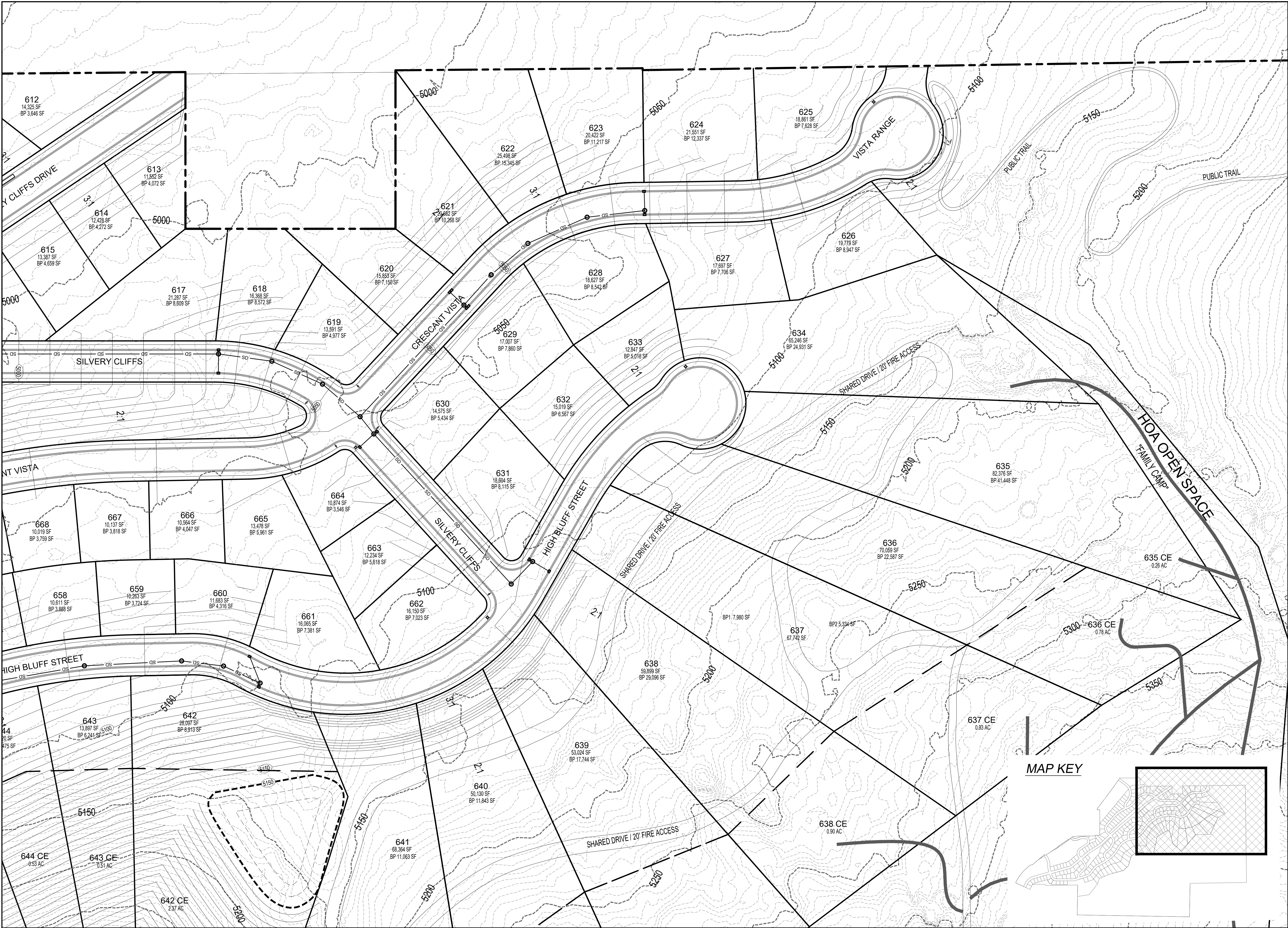
**GreyCliffs ESTATES**

DESCRIPTION


**PRELIMINARY PLAN**

SHEET NAME	SHEET NUMBER
GRADING	<b>C3.1</b>



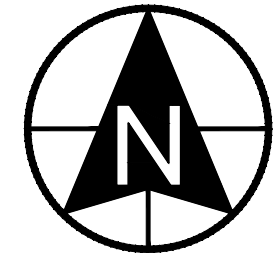



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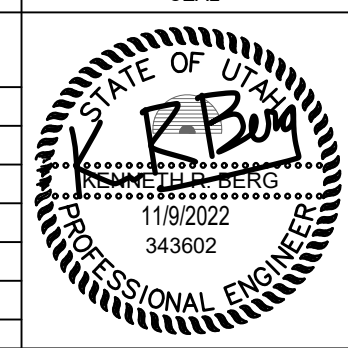
  
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SCALE: 1"= 100'

  
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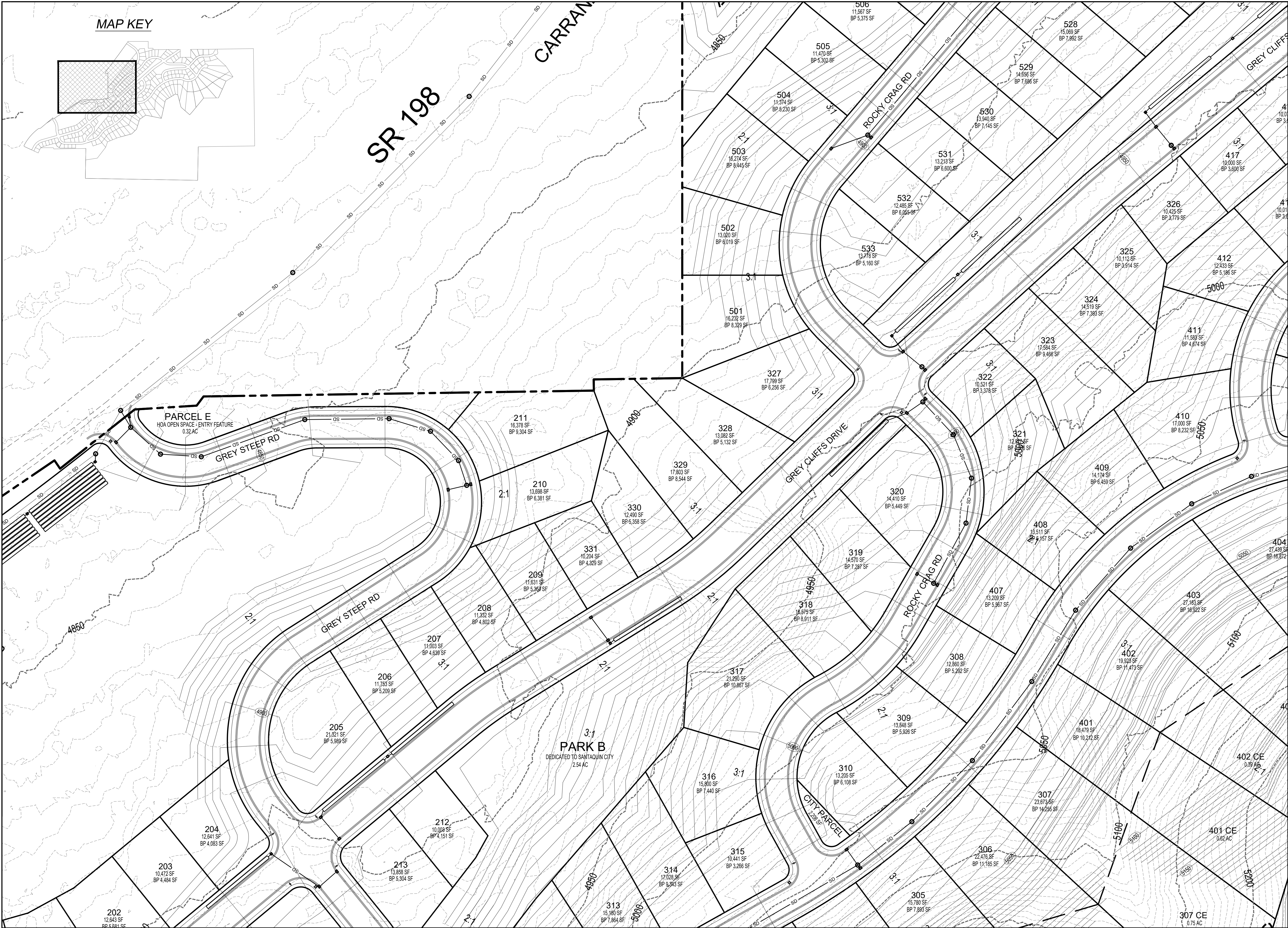
DESCRIPTION

**PRELIMINARY PLAN**

SHEET NAME	SHEET NUMBER
GRADING	<b>C3.2</b>

See Drawing C3.2 for all requirements.  
Scale: 1"= 20' (Grading Only)





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SCALE: 1"= 60'

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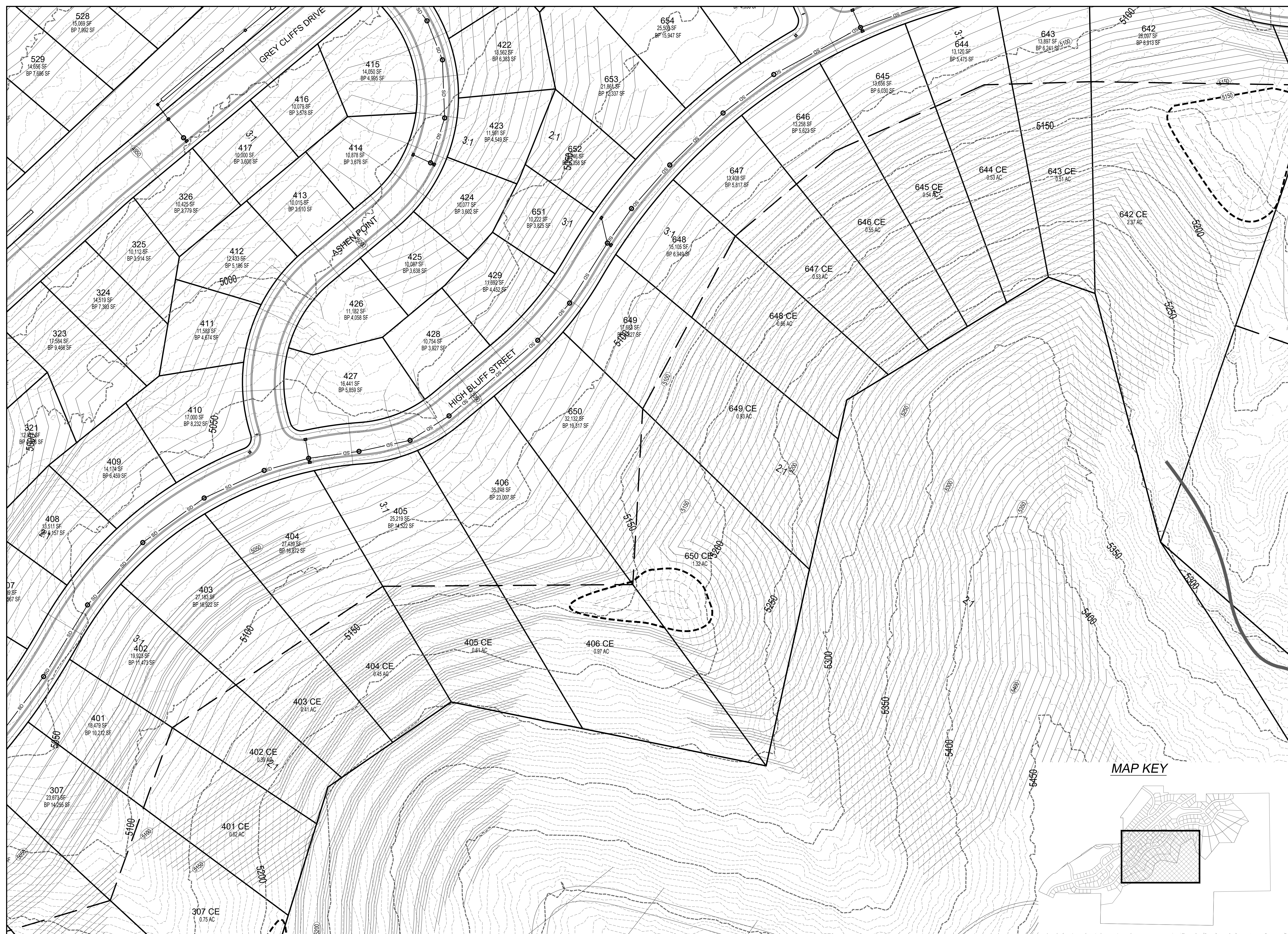
DESCRIPTION

**PRELIMINARY PLAN**

SHEET NAME	SHEET NUMBER
GRADING	<b>C3.3</b>

See drawing C0202 for all dimensions  
Scale: 1"=20' for grading





DEVELOPMENT

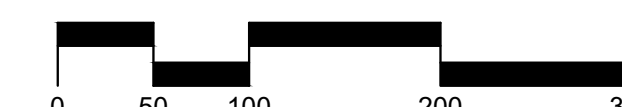
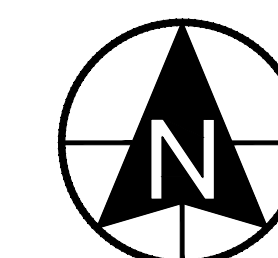


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SCALE: 1"= 100'



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DESCRIPTION

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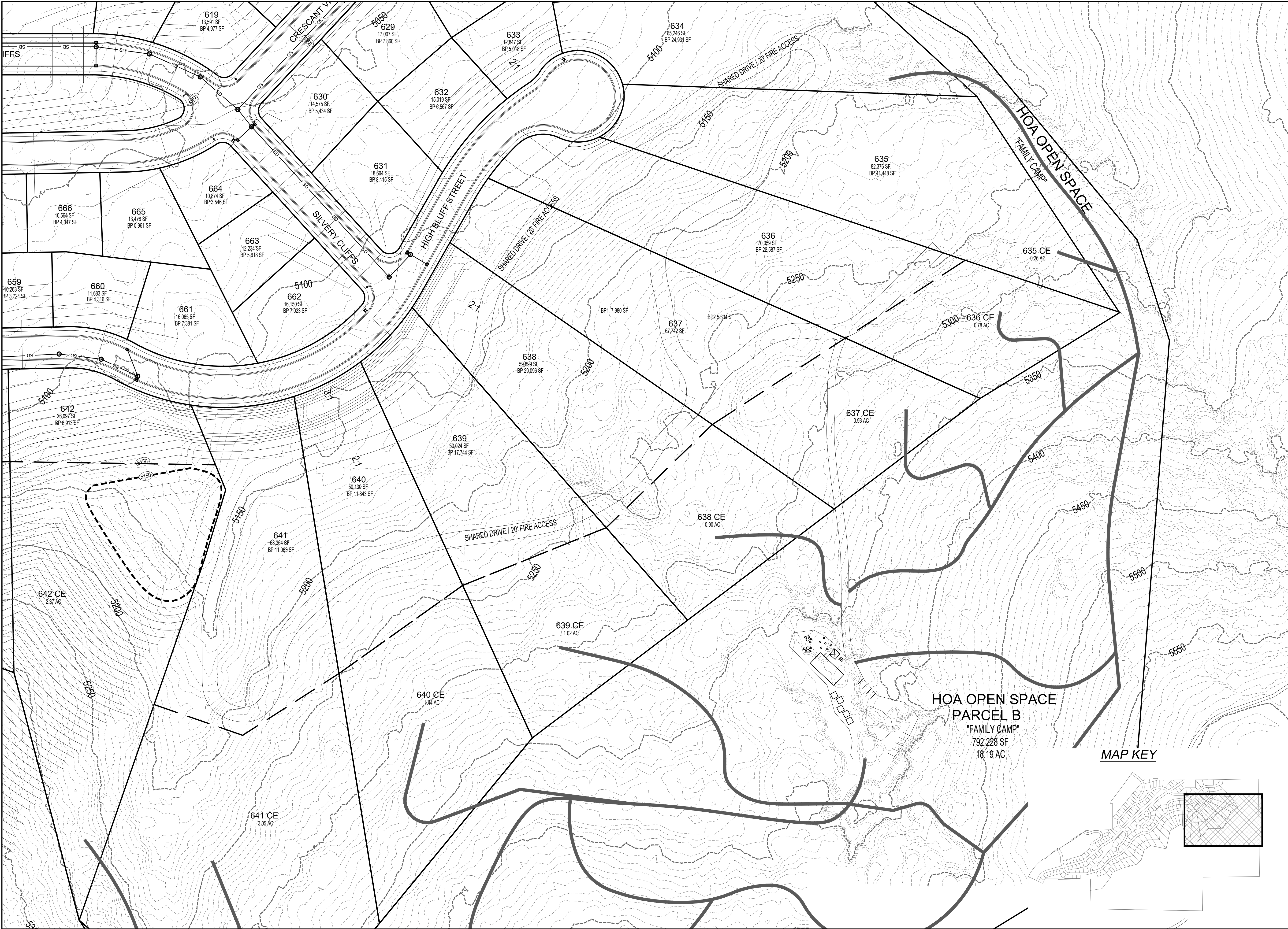
SHEET NAME

## GRADING


SHEET NUMBER

C3.4





DEVELOPMENT

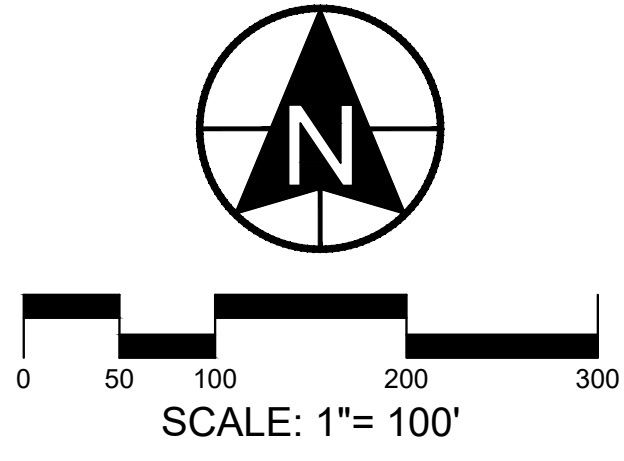


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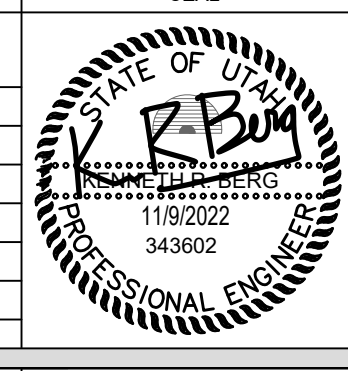
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SCALE: 1"= 100'




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PROJECT



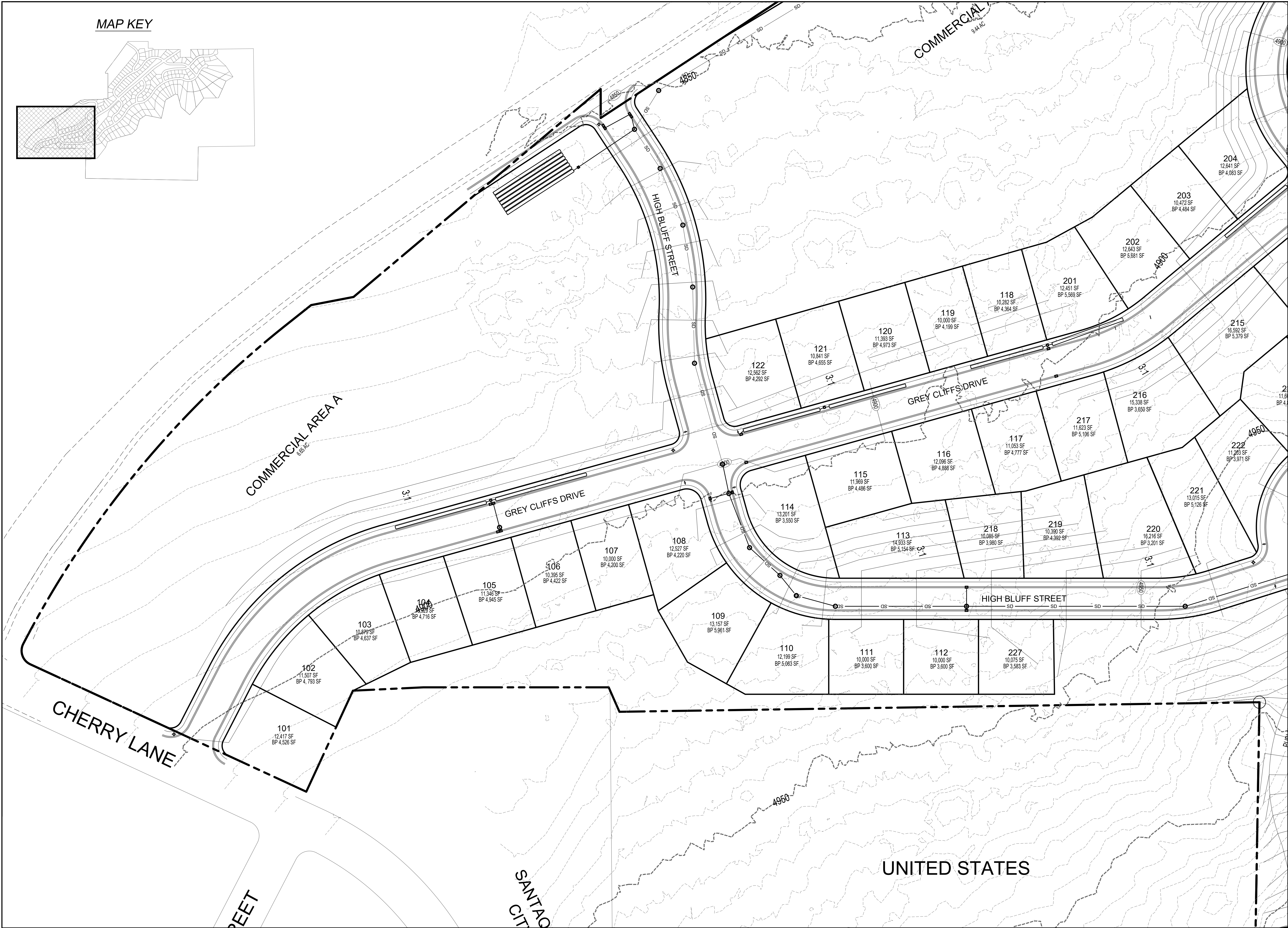
DESCRIPTION

**PRELIMINARY PLAN**


SHEET NAME	SHEET NUMBER
GRADING	<b>C3.5</b>

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DEVELOPMENT


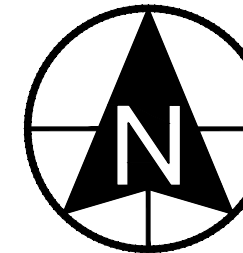


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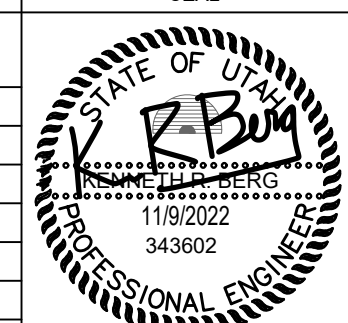
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SCALE: 1"= 60'




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PRELIMINARY PLAN	11/9/2022

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DESCRIPTION

**PRELIMINARY PLAN**

SHEET NAME	SHEET NUMBER
GRADING	<b>C3.6</b>

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PRELIMINARY DEBRIS BASIN FOR DRAINAGE 1					
CMT PROJECT # 12330					
DESIGN VOLUME	1672 CY				
ELEVATION	AREA sf	Incr Vol cf	VOLUME cf	CY	
5160	595	0	0	0	
5165	4014	11523	11523	427	
5170	10163	35443	46965	1739	
High Water Mark Elevation		5169.74	Design Vol	1672	

Berm Width 15 feet  
Side Slopes 3:1

PRELIMINARY DEBRIS BASIN FOR DRAINAGE 2					
CMT PROJECT # 12330					
DESIGN VOLUME	1525 CY				
ELEVATION	AREA sf	Incr Vol cf	VOLUME cf	CY	
5135	772	0	0	0	
5140	4237	12523	12523	464	
5145	10098	35838	48360	1791	
High Water Mark Elevation		5144.00	Design Vol	1525	

Berm Width 15 feet  
Side Slopes 3:1

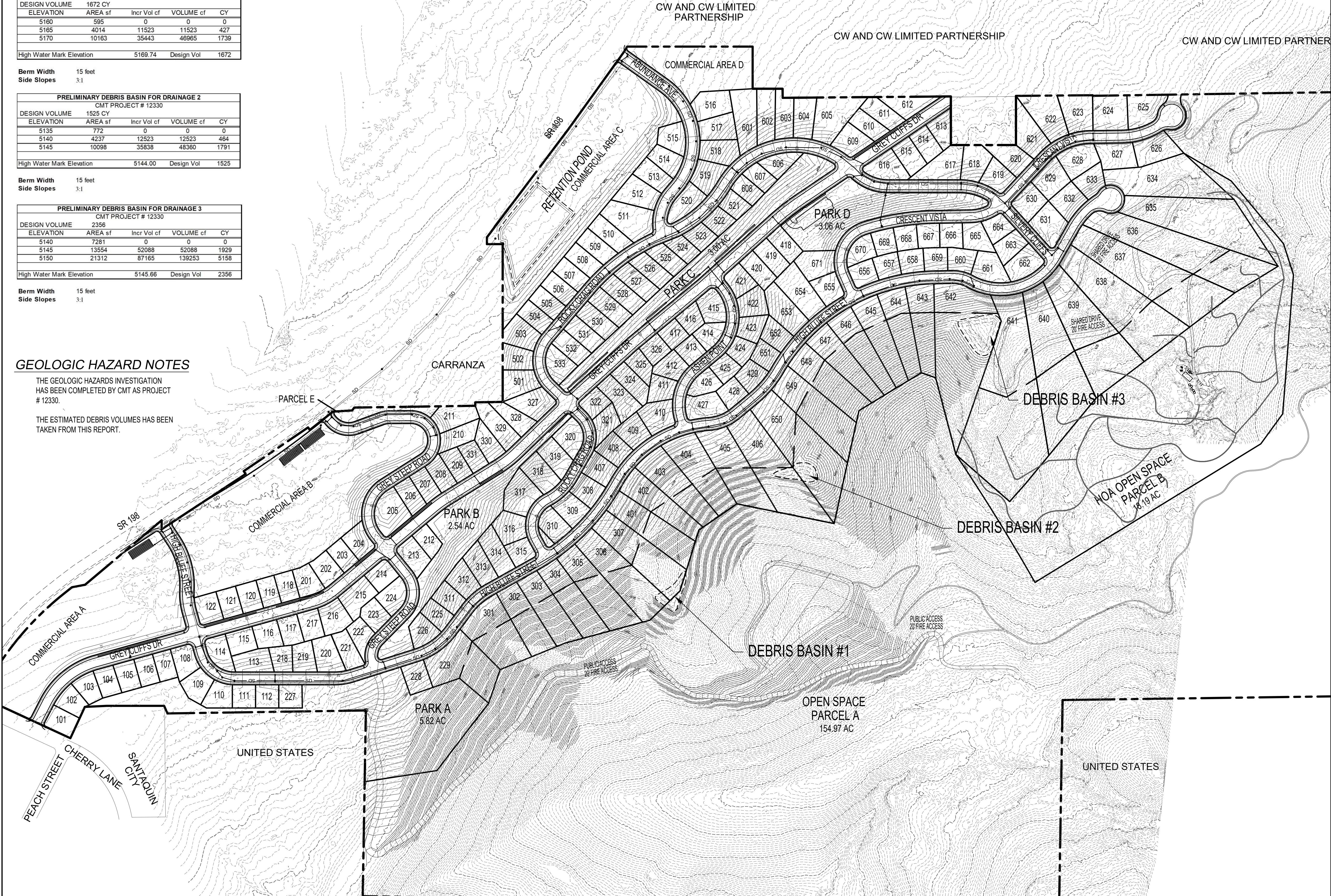
PRELIMINARY DEBRIS BASIN FOR DRAINAGE 3					
CMT PROJECT # 12330					
DESIGN VOLUME	2356 CY				
ELEVATION	AREA sf	Incr Vol cf	VOLUME cf	CY	
5140	7281	0	0	0	
5145	13554	52088	52088	1929	
5150	21312	87165	139253	5158	
High Water Mark Elevation		5145.66	Design Vol	2356	

Berm Width 15 feet  
Side Slopes 3:1

GEOLOGIC HAZARD NOTES

THE GEOLOGIC HAZARDS INVESTIGATION HAS BEEN COMPLETED BY CMT AS PROJECT # 12330.

THE ESTIMATED DEBRIS VOLUMES HAS BEEN TAKEN FROM THIS REPORT.



DEVELOPMENT

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SCALE: 1"= 200'

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PROJECT					
DESCRIPTION					
<b>PRELIMINARY PLAN</b>					
SHEET NAME		SHEET NUMBER			
GRADING		<b>C3.8</b>			

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THE STORM DRAINAGE PLAN FOR GREY CLIFFS IS TO CONVEY STORM WATER RUNOFF TO AREAS OF THE DEVELOPMENT THAT HAVE THE AREA, SLOPE AND INFILTRATION RATE TO HANDLE THE 100 YEAR STORM EVENT.

SUBAREAS A - J WHICH DEFINE THE MAJORITY OF THE RESIDENTIAL AREAS ABOVE GREY CLIFFS DRIVE COLLECT STORMWATER RUNOFF AND DIRECT IT TO STORM CHAMBERS FOR EACH SUBAREA TO BE INSTALLED ALONG GREY CLIFFS DRIVE.

- REFER TO THE ATTACHED 100-YEAR STORM CALCULATION FOR SIZING OF THE STORM CHAMBERS
- REFER TO THE ATTACHED DETAIL FOR TYPICAL STORM CHAMBER INSTALLATION

SUBAREAS K - L WHICH ARE A MAJORITY OF THE COMMERCIAL AREAS BELOW GREY CLIFFS DRIVE COLLECT STORMWATER RUNOFF AND DIRECT IT TO STORM CHAMBERS FOR EACH SUBAREA TO BE INSTALLED ALONG SR-198. THESE STORM CHAMBERS WILL BE BUILT IN A PARALLEL CONFIGURATION TO INCREASE CAPACITY AS IMPROVEMENTS ARE INSTALLED.

- REFER TO THE ATTACHED 100-YEAR STORM CALCULATION FOR SIZING OF THE STORM CHAMBERS
- REFER TO THE ATTACHED DETAIL FOR TYPICAL STORM CHAMBER INSTALLATION

SUBAREA O WHICH IS A MAJORITY OF THE OPEN SPACE WITH SLOPES GREATER THAN 30% DOES NOT HAVE AREAS WITH CAPACITY TO INFILTRATE STORM WATER RUNOFF. THIS SUBAREA HAS BEEN DESIGNED WITH A STORM DRAIN SYSTEM THAT COLLECTS THE STORM WATER RUNOFF ALONG HIGH BLUFF STREET AND THEN CONVEYS THE RUNOFF TO THE RETENTION BASIN. THE RETENTION BASIN HAS BEEN LOCATED IN AN AREA THAT HAS THE AREA, SLOPE AND INFILTRATION RATE TO HANDLE THE 100 YEAR STORM EVENT.

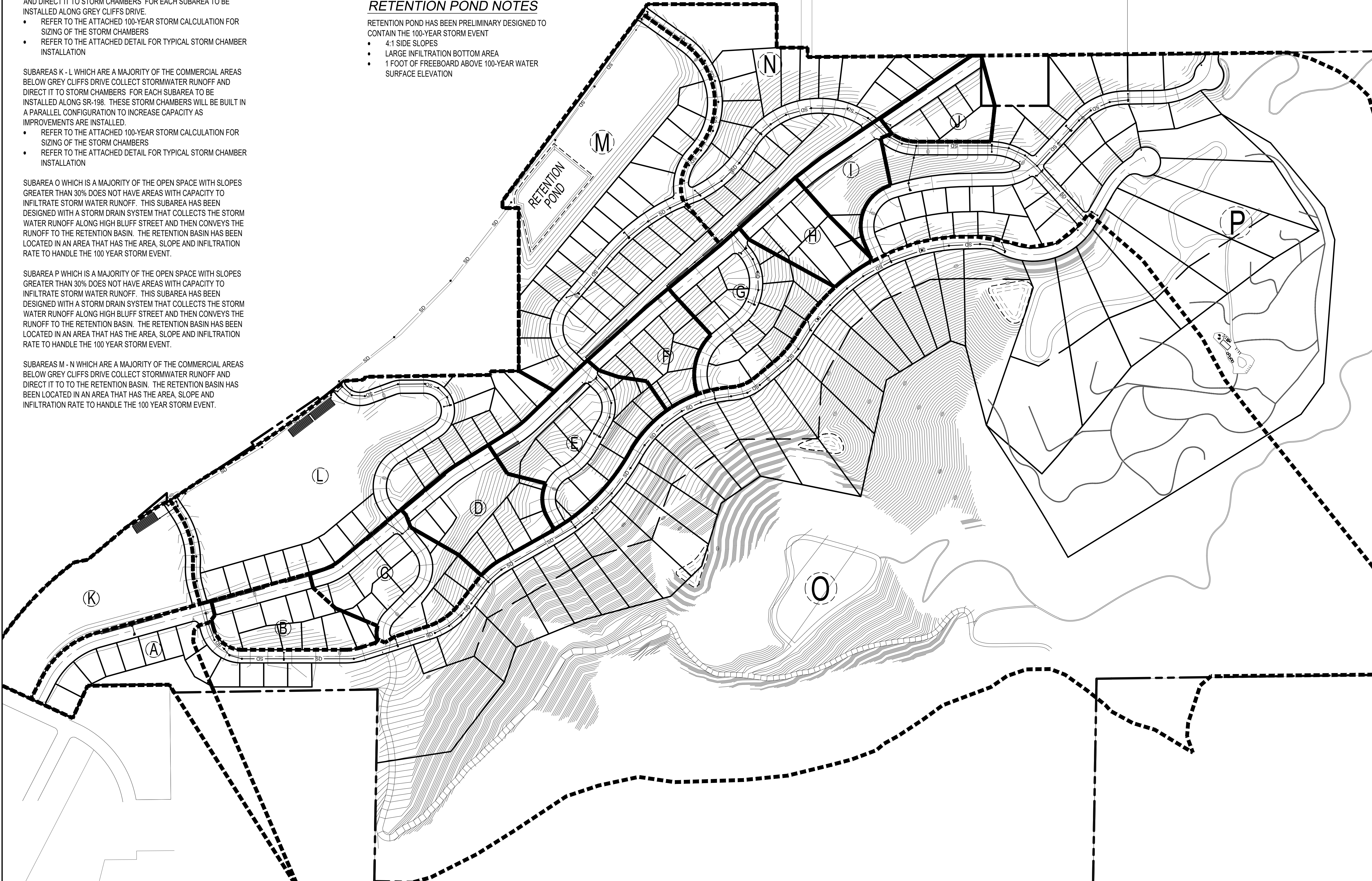
SUBAREA P WHICH IS A MAJORITY OF THE OPEN SPACE WITH SLOPES GREATER THAN 30% DOES NOT HAVE AREAS WITH CAPACITY TO INFILTRATE STORM WATER RUNOFF. THIS SUBAREA HAS BEEN DESIGNED WITH A STORM DRAIN SYSTEM THAT COLLECTS THE STORM WATER RUNOFF ALONG HIGH BLUFF STREET AND THEN CONVEYS THE RUNOFF TO THE RETENTION BASIN. THE RETENTION BASIN HAS BEEN LOCATED IN AN AREA THAT HAS THE AREA, SLOPE AND INFILTRATION RATE TO HANDLE THE 100 YEAR STORM EVENT.

SUBAREAS M - N WHICH ARE A MAJORITY OF THE COMMERCIAL AREAS BELOW GREY CLIFFS DRIVE COLLECT STORMWATER RUNOFF AND DIRECT IT TO TO THE RETENTION BASIN. THE RETENTION BASIN HAS BEEN LOCATED IN AN AREA THAT HAS THE AREA, SLOPE AND INFILTRATION RATE TO HANDLE THE 100 YEAR STORM EVENT.

ELEVATION	AREA sf	Incr Vol cf	VOLUME cf	af
4822	54162	0	0	0.00
4824	62583	116745	116745	2.68
4826	71564	134147	250892	5.76
High Water Mark Elevation	100-Y Vol	4824.99	<b>4.208</b>	<b>acre-ft</b>

RETENTION POND HAS BEEN PRELIMINARY DESIGNED TO  
CONTAIN THE 100-YEAR STORM EVENT

- 4:1 SIDE SLOPES
- LARGE INFILTRATION BOTTOM AREA
- 1 FOOT OF FREEBOARD ABOVE 100-YEAR WATER SURFACE ELEVATION



DEVELOPMENT

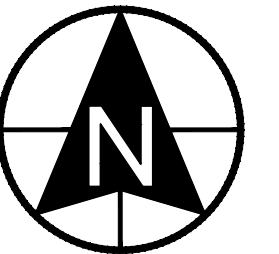


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DEVELOPER

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0 100 200 400 600

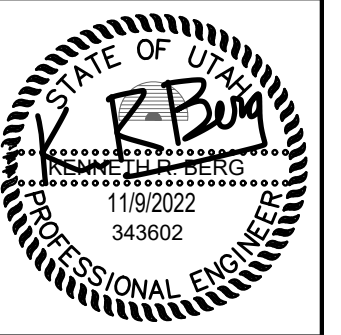
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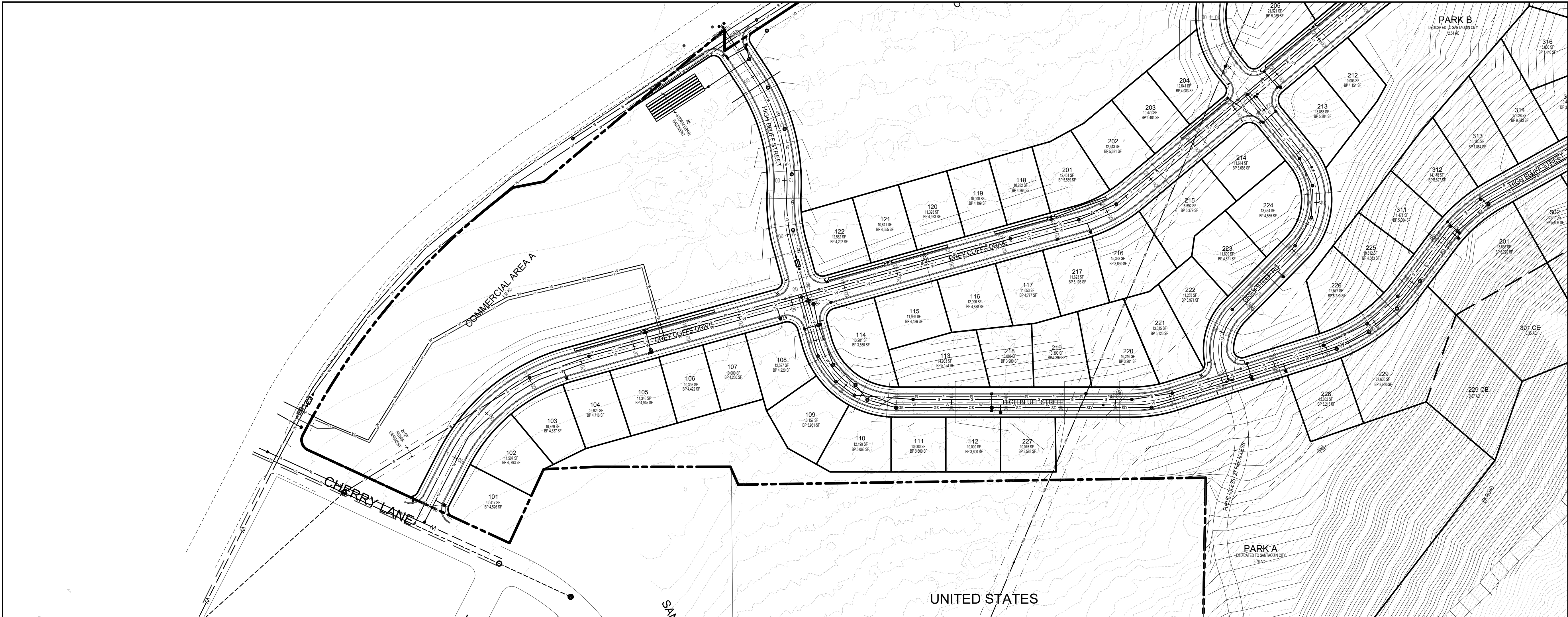
*PRELIMINARY  
PLAN*

SHEET NAME  
**STORM  
RAINAGE  
CALCS**

SHEET NUMBER

*C1*





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**PRELIMINARY PLAN**

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SHEET NUMBER

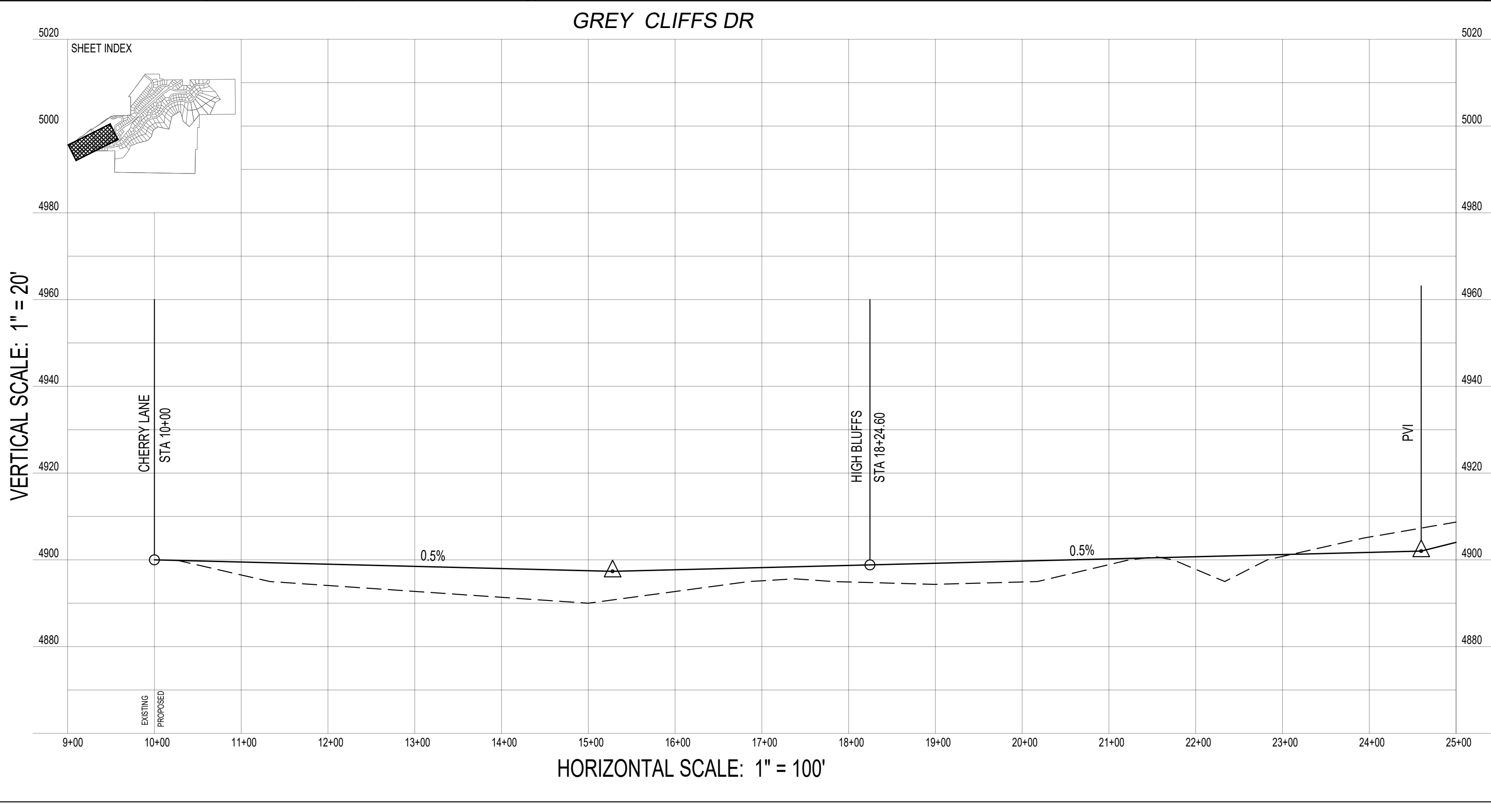
GREY CLIFFS DR

**C4.1**

ROADWAY CROSS SECTION

2-LANE/PARKING BOTH SIDES  
62' MAJOR LOCAL

NOTES:  
1. THE DEVELOPMENT REVIEW COMMITTEE (DRC) MAY REQUIRE THE ADDITION OF RIGHT TURN LANES AT INTERSECTIONS.  
2. THE DEVELOPMENT REVIEW COMMITTEE (DRC) MAY MODIFY THIS SECTION FOR DEVELOPMENTS WITH AVERAGE BUILDABLE SLOPE > 10%.







DEVELOPMENT

**GreyCliffs**  
ESTATES

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North arrow pointing up and a graphic scale bar from 0 to 300 feet.

SCALE: 1"= 100'

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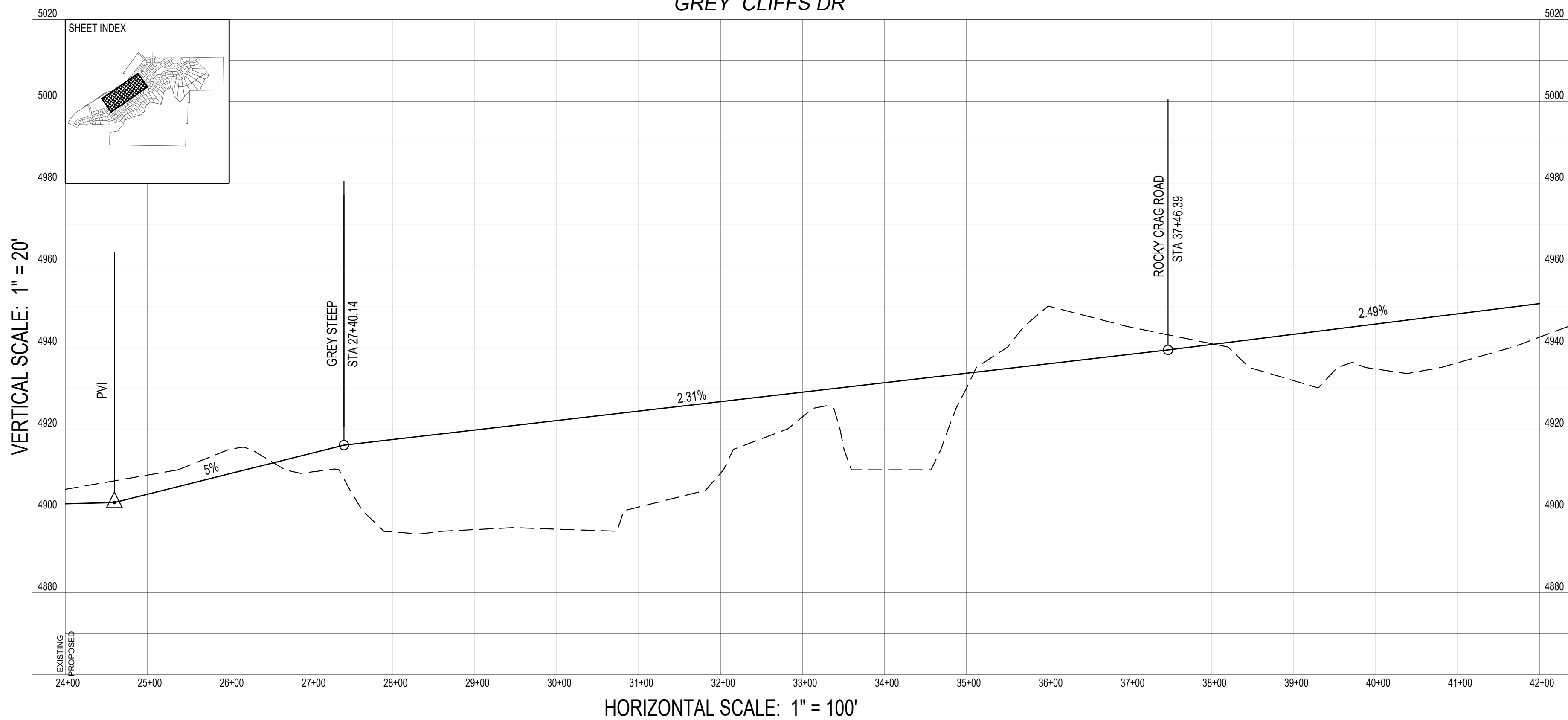
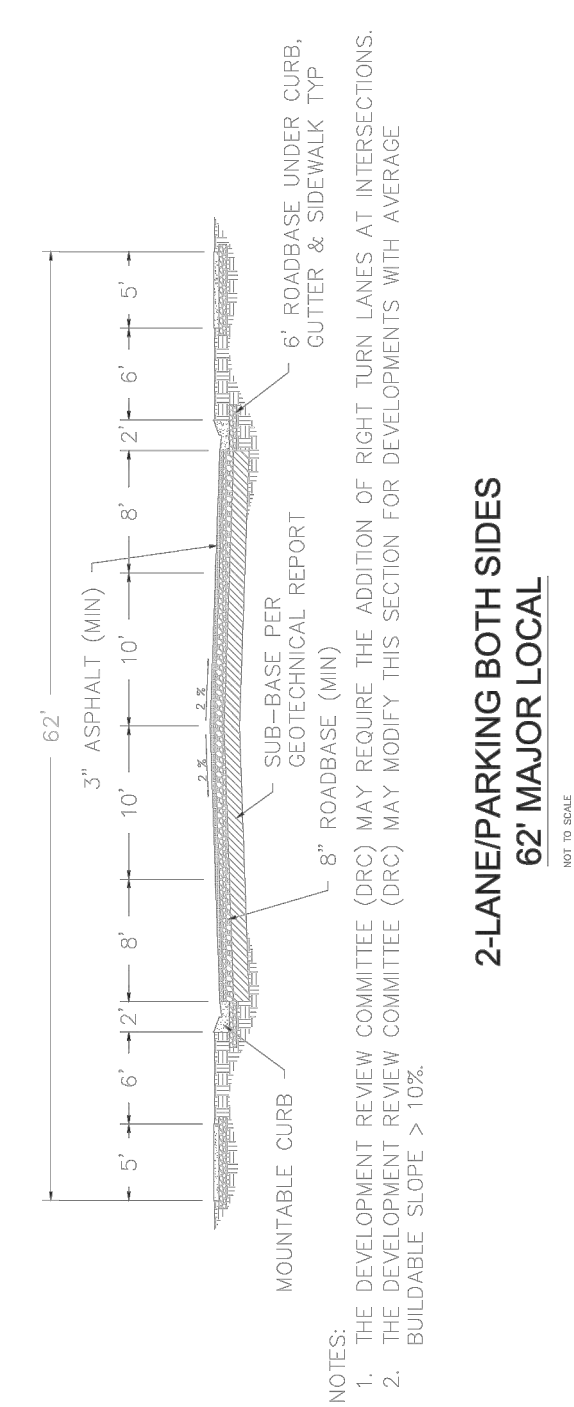
**GreyCliffs**  
ESTATES

DESCRIPTION

**PRELIMINARY PLAN**

SHEET NAME	SHEET NUMBER
GREY CLIFFS DR	<b>C4.2</b>

ROADWAY CROSS SECTION







DEVELOPMENT

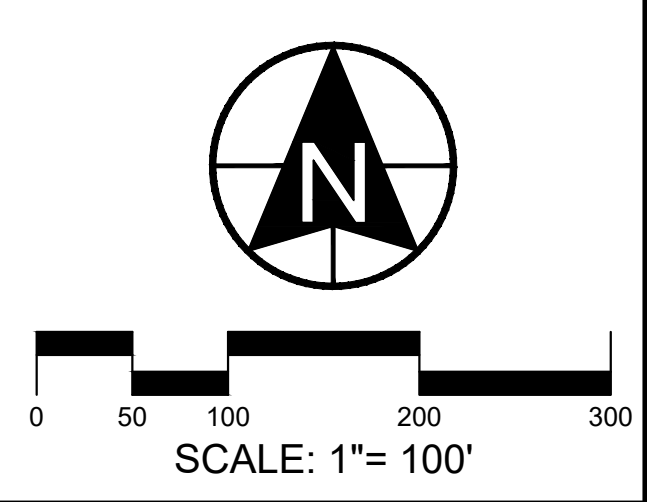
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ACTION	DATE
PRELIMINARY PLAN	11/9/2022

PROJECT

**GreyCliffs**  
ESTATES

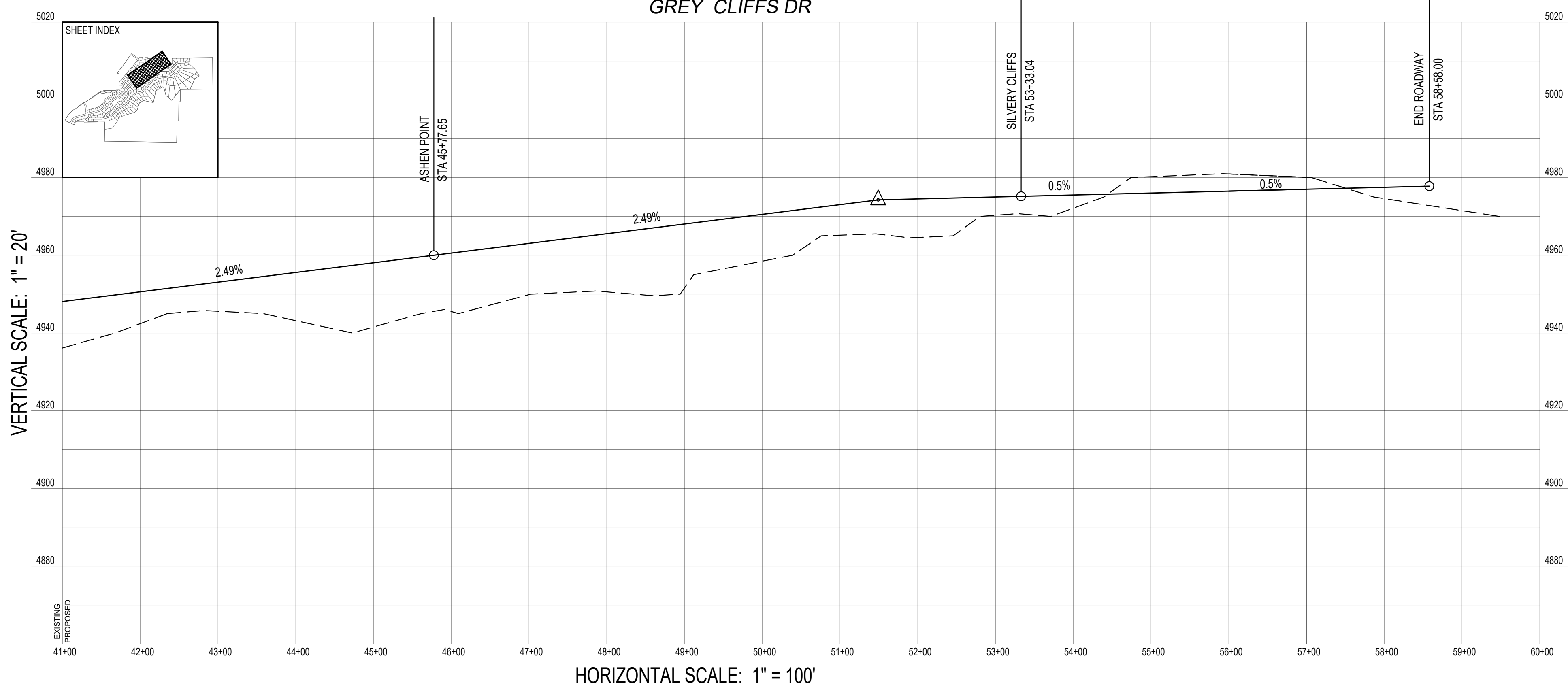
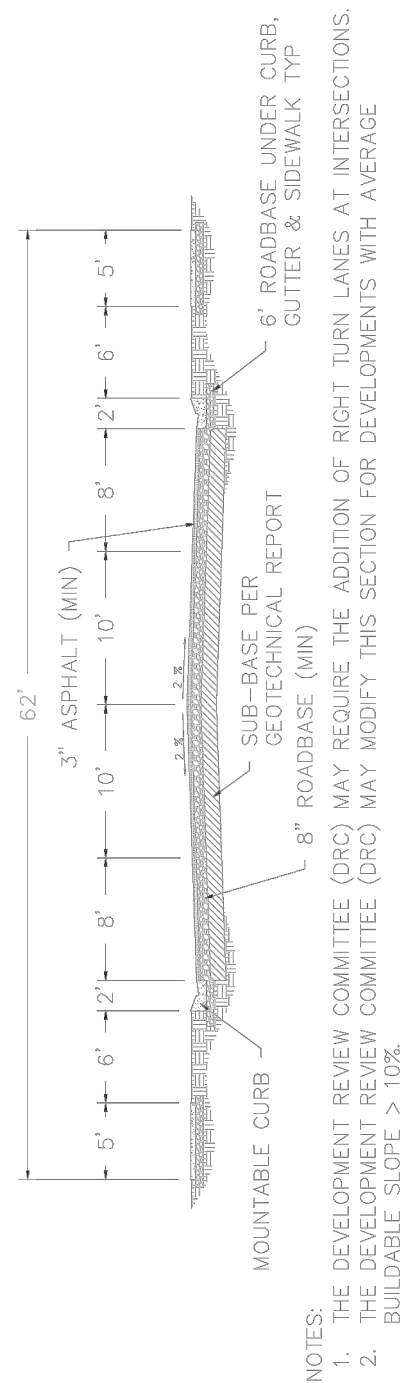
DESCRIPTION

**PRELIMINARY PLAN**

SHEET NAME	SHEET NUMBER
GREY CLIFFS DR	<b>C4.3</b>

see drawing 002011grey cliffs preliminary planpage\_0044.pdf for 11/09/2022

ROADWAY CROSS SECTION







DEVELOPMENT

**GreyCliffs**  
ESTATES

700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

DEVELOPER

**GREY CLIFFS LLC.**

935 W. CENTER  
LONDON, UT 84042  
801.785.8458

North arrow pointing up and a graphic scale bar from 0 to 300 feet.

SCALE: 1"= 100'

**berg**  
CIVIL ENGINEERING

11038 N Highland Blvd Suite 400  
Highland Ut, 84003  
office: (801) 492-1277  
cell: (801) 616-1677

REVISIONS			SEAL
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ACTION			DATE
PRELIMINARY PLAN			11/9/2022

PROJECT

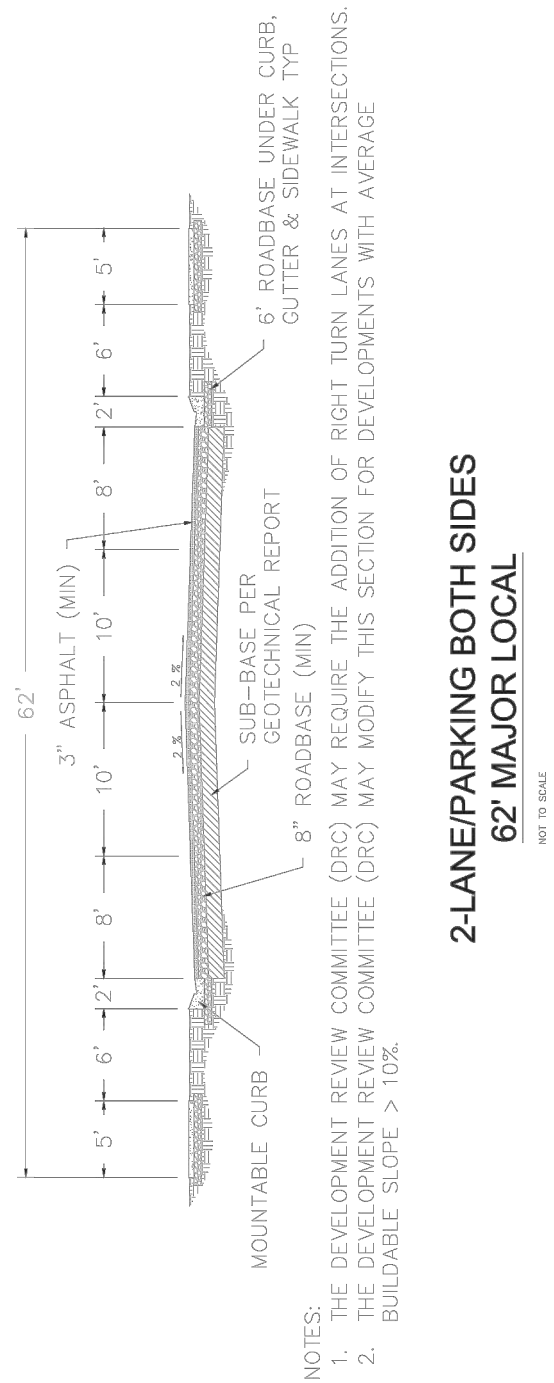
**GreyCliffs**  
ESTATES

DESCRIPTION

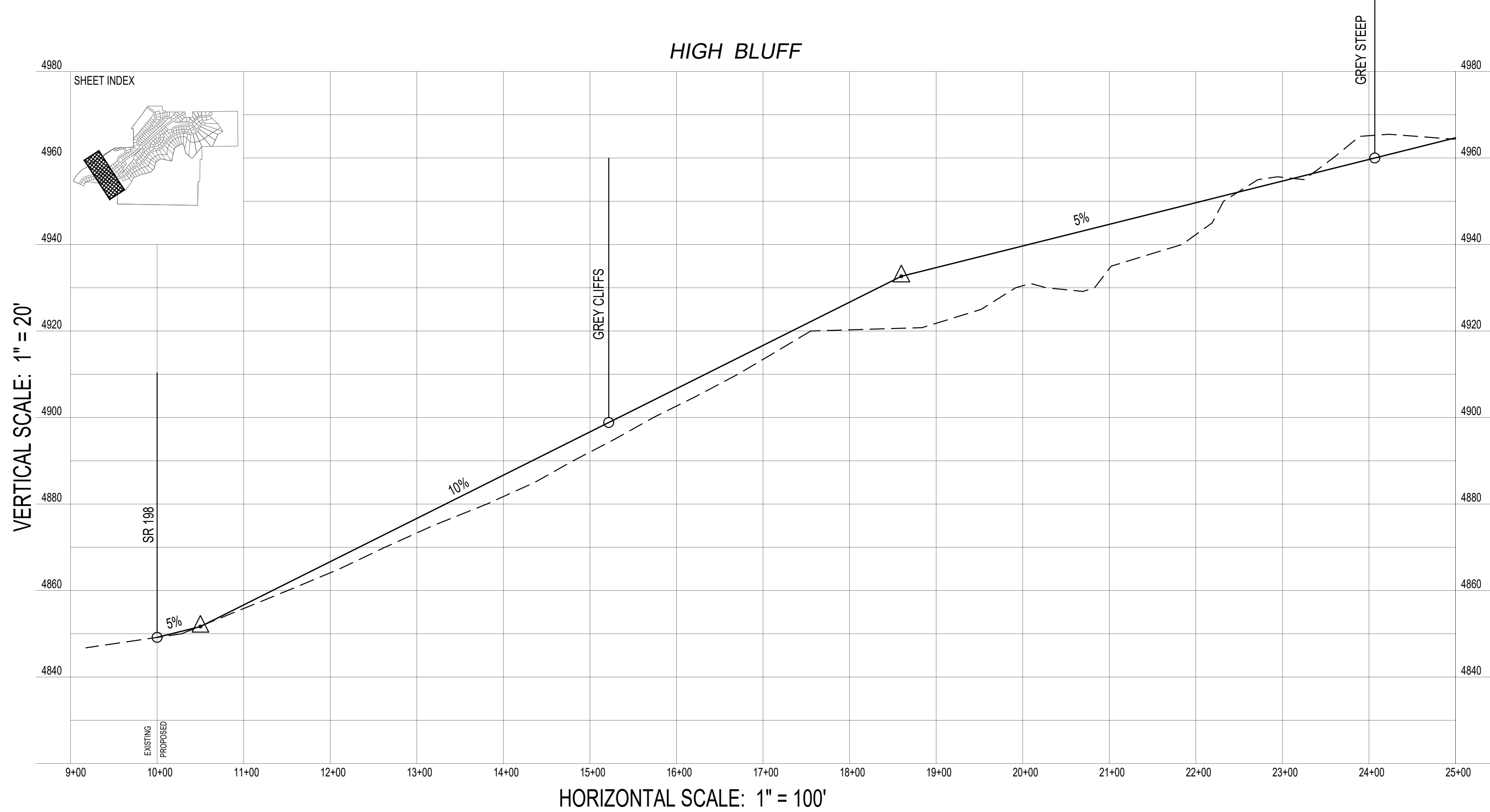
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SHEET NAME	SHEET NUMBER
HIGH BLUFF	<b>C5.1</b>

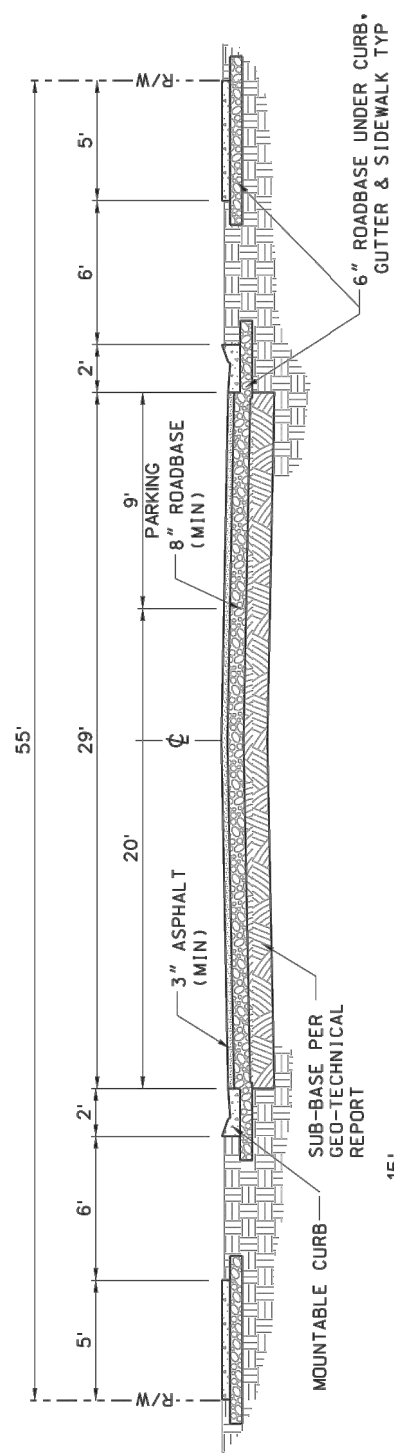
ROADWAY CROSS SECTION



HIGH BLUFF




ROADWAY CROSS SECTION







DEVELOPMENT

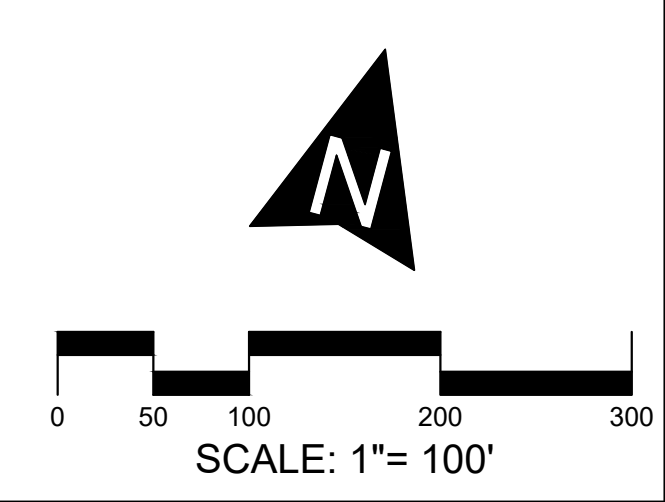


700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

DEVELOPER

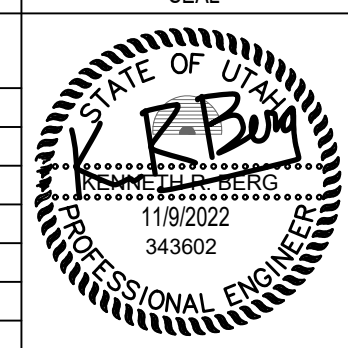
**GREY CLIFFS LLC.**

935 W. CENTER  
LINDON, UT 84042  
801.785.8458




**BERG**  
CIVIL ENGINEERING

11038 N Highland Blvd Suite 400  
Highland Ut, 84003  
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cell: (801) 616-1677

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PRELIMINARY PLAN	11/9/2022

PROJECT

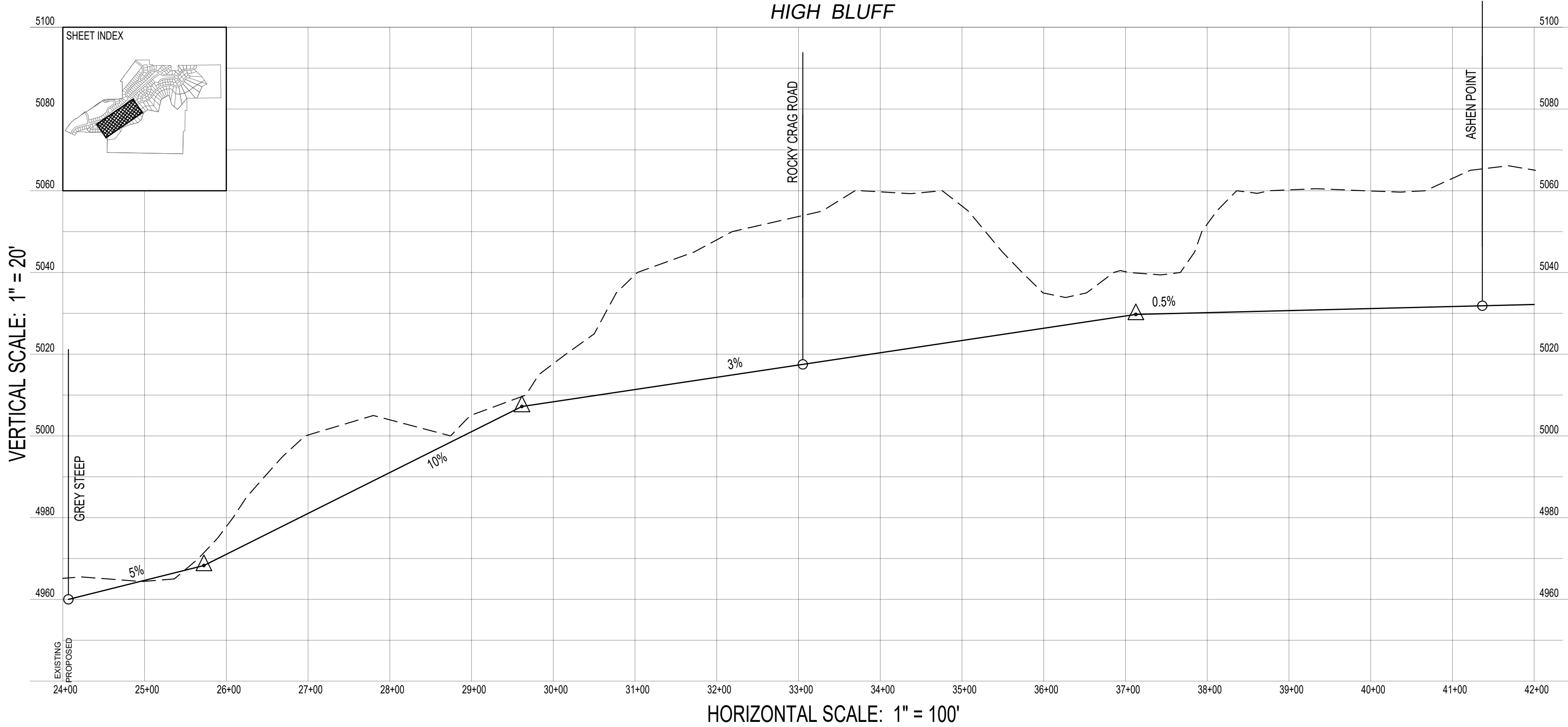
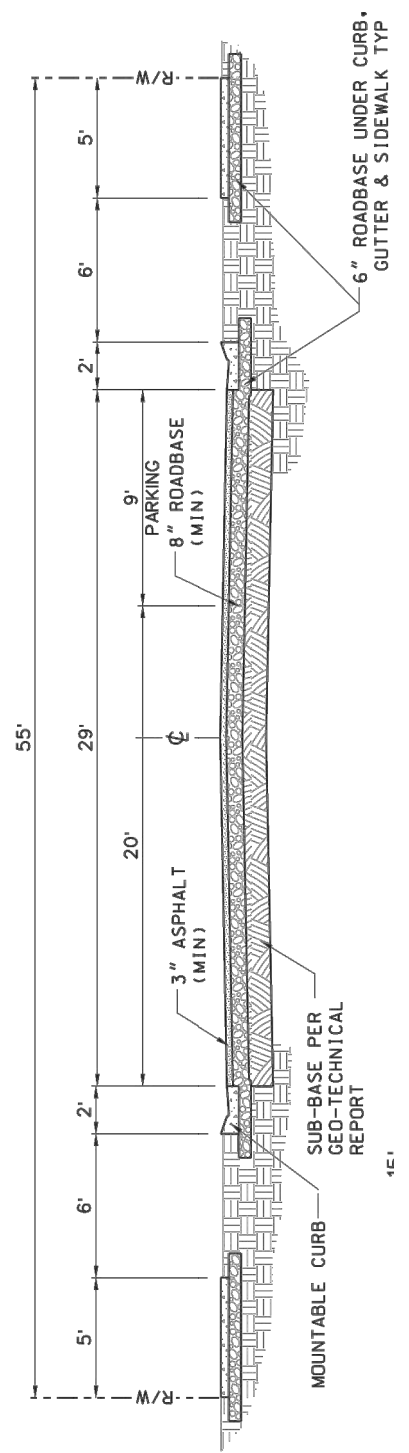


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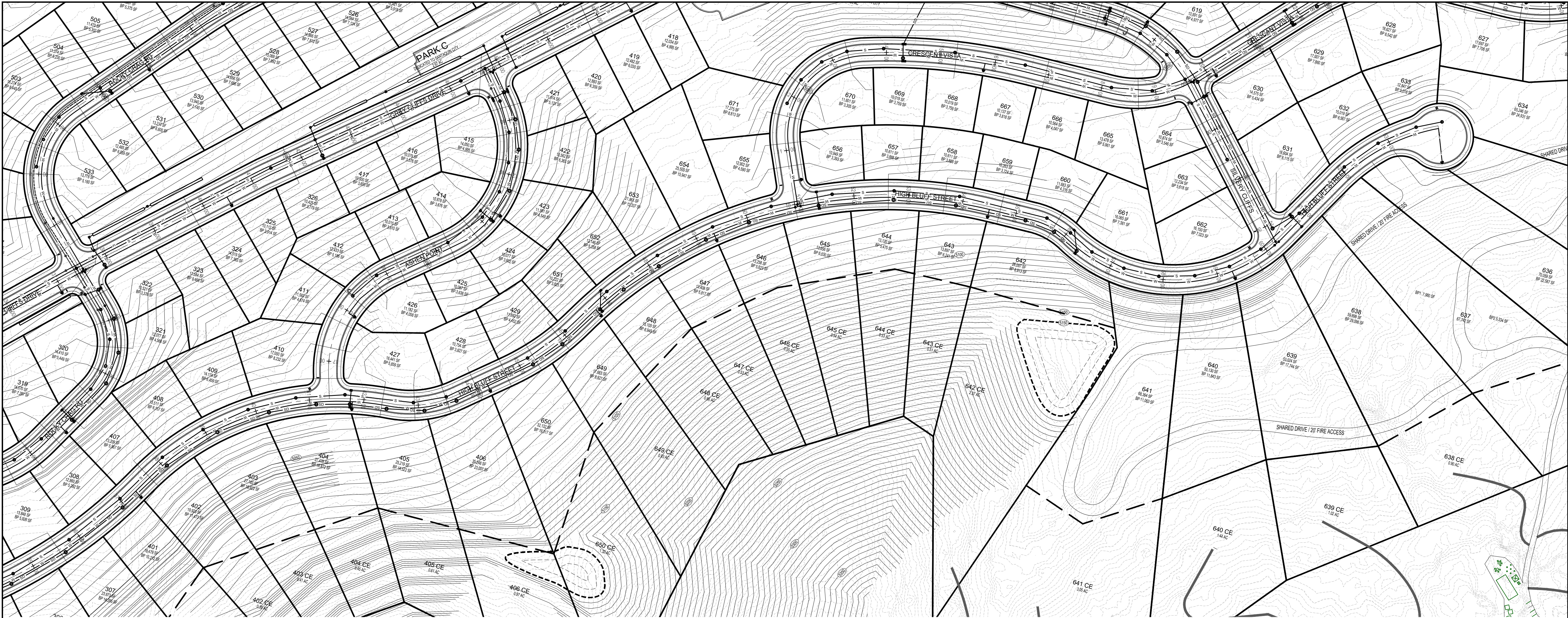
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SHEET NAME	SHEET NUMBER
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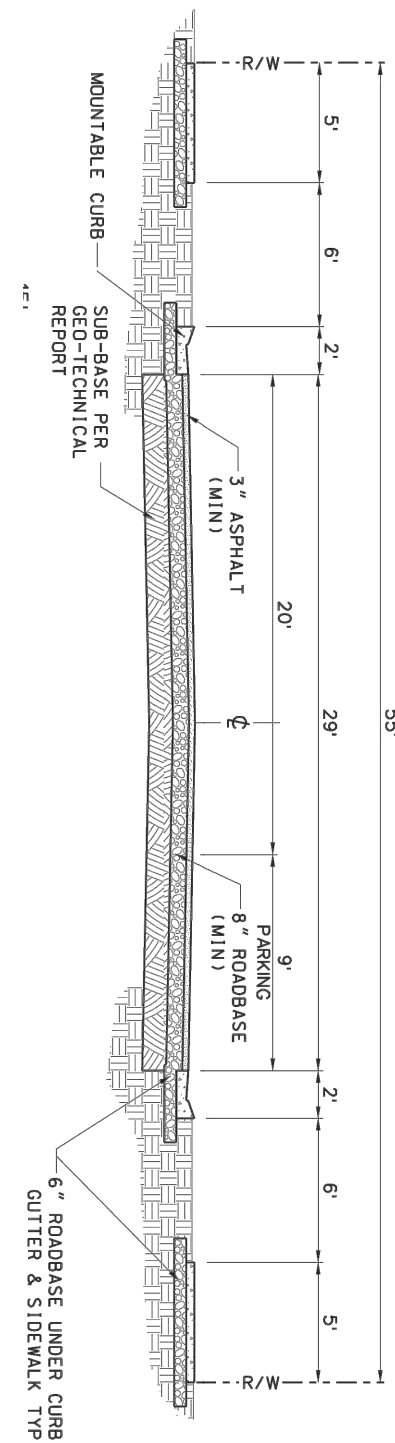
ROADWAY CROSS SECTION



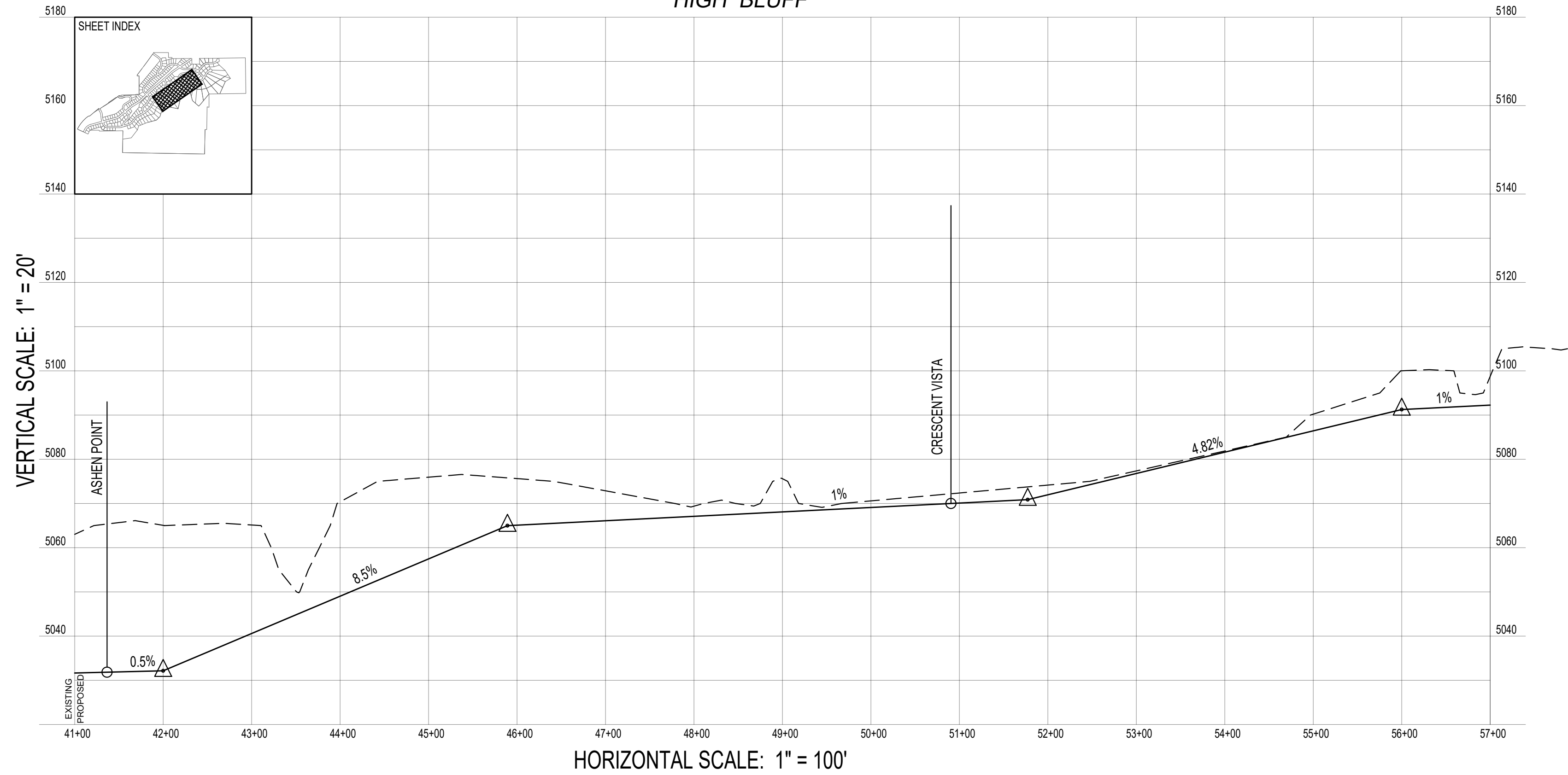




ROADWAY CROSS SECTION



HIGH BLUFF



DEVELOPMENT

700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

DEVELOPER

**GREY CLIFFS LLC.**

935 W. CENTER  
LINDON, UT 84042  
801.785.8458

SCALE: 1"= 100'

**BERG**  
CIVIL ENGINEERING

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Highland Ut, 84003  
office: (801) 492-1277  
cell: (801) 616-1677

REVISIONS			SEAL
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PRELIMINARY PLAN	11/9/2022

PROJECT

DESCRIPTION

**PRELIMINARY PLAN**

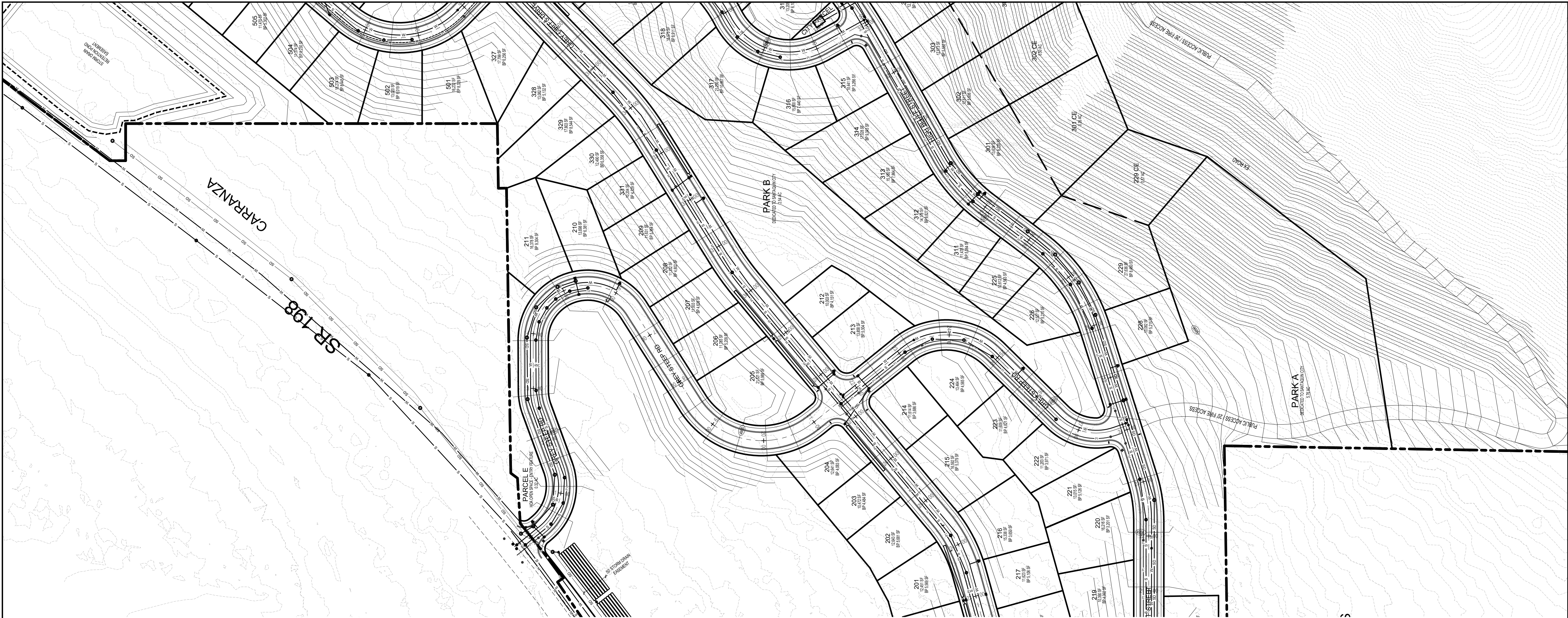
SHEET NAME	SHEET NUMBER
HIGH BLUFF	<b>C5.3</b>

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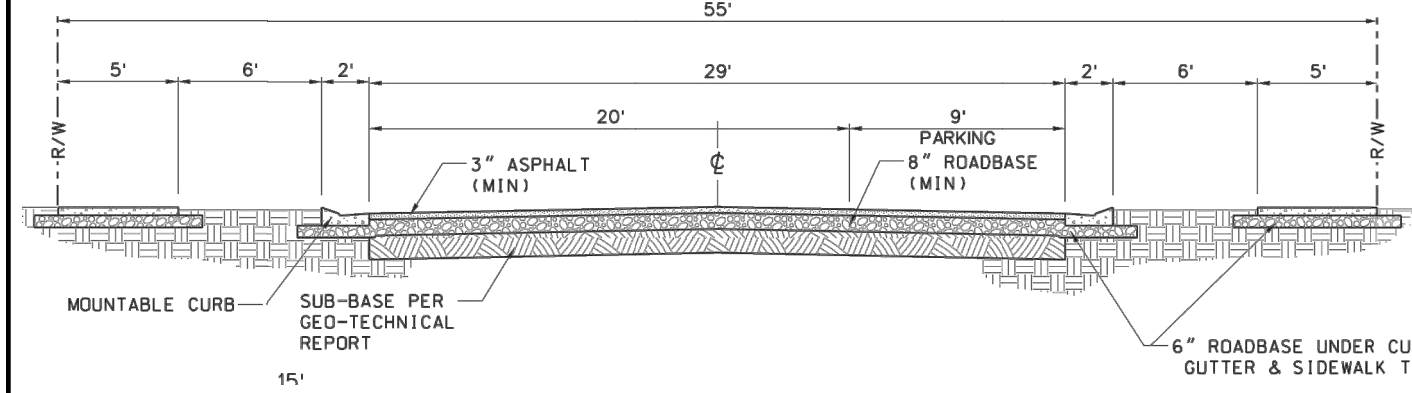




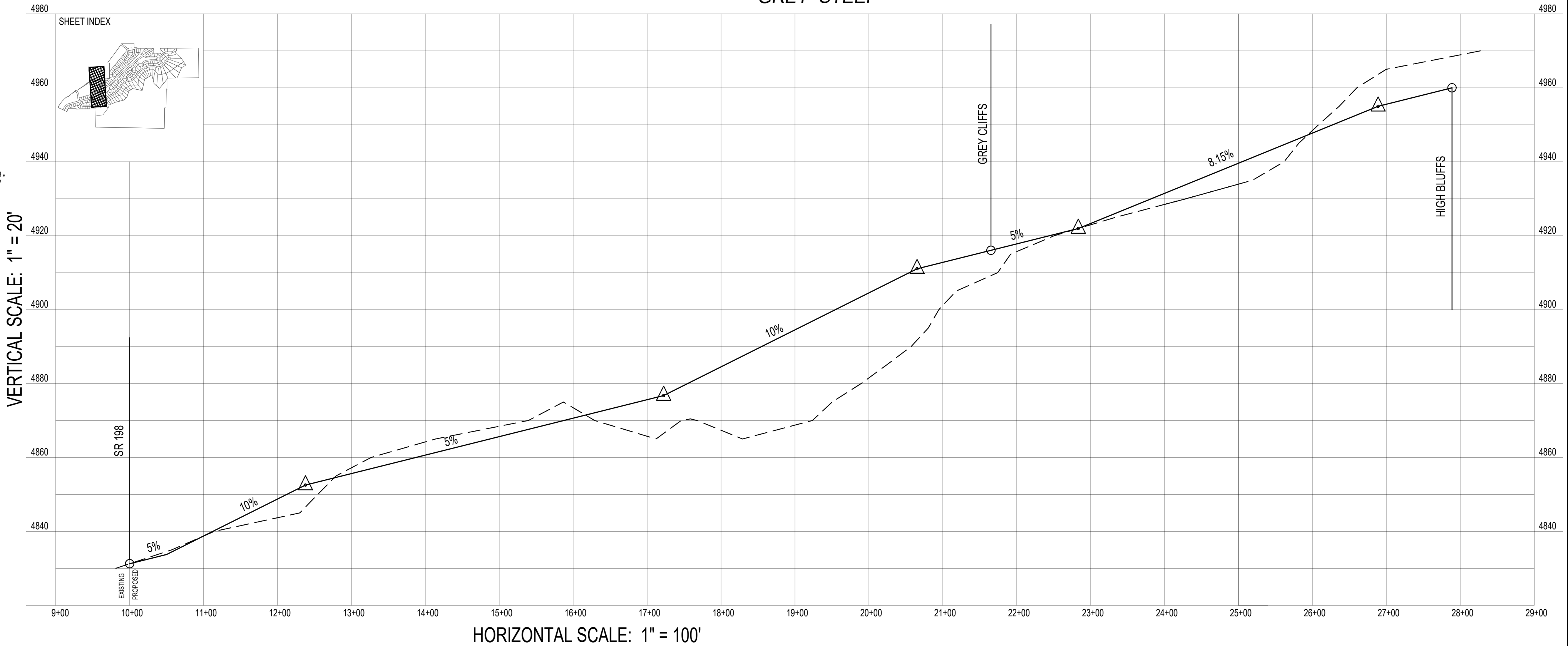




ROADWAY CROSS SECTION



GREY STEEP



DEVELOPMENT

700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

DEVELOPER

**GREY CLIFFS LLC.**

935 W. CENTER  
LINDON, UT 84042  
801.785.8458

SCALE: 1"= 100'

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Highland Ut, 84003  
office: (801) 492-1277  
cell: (801) 616-1677

REVISIONS			SEAL
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PRELIMINARY PLAN	11/9/2022

PROJECT

DESCRIPTION

**PRELIMINARY PLAN**

SHEET NAME	SHEET NUMBER
GREY STEEP	<b>C6.1</b>

using drawing created 11/9/2022 grey cliffs preliminary plan page 2 of 40.pdf  
11/9/2022





DEVELOPMENT

**GreyCliffs**  
ESTATES

700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

DEVELOPER

**GREY CLIFFS LLC.**

935 W. CENTER  
LINDON, UT 84042  
801.785.8458

North arrow pointing up.

Scale bar: 0, 50, 100, 200, 300 feet.

SCALE: 1"= 100'

**berg**  
CIVIL ENGINEERING

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Highland Ut, 84003  
office (801) 492-1277  
cell (801) 616-1677

REVISIONS			SEAL
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ACTION	DATE
PRELIMINARY PLAN	11/9/2022

PROJECT

**GreyCliffs**  
ESTATES

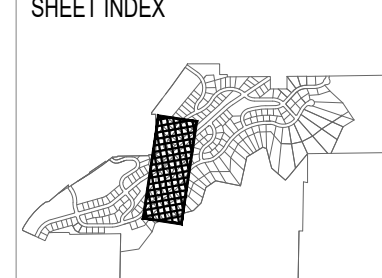
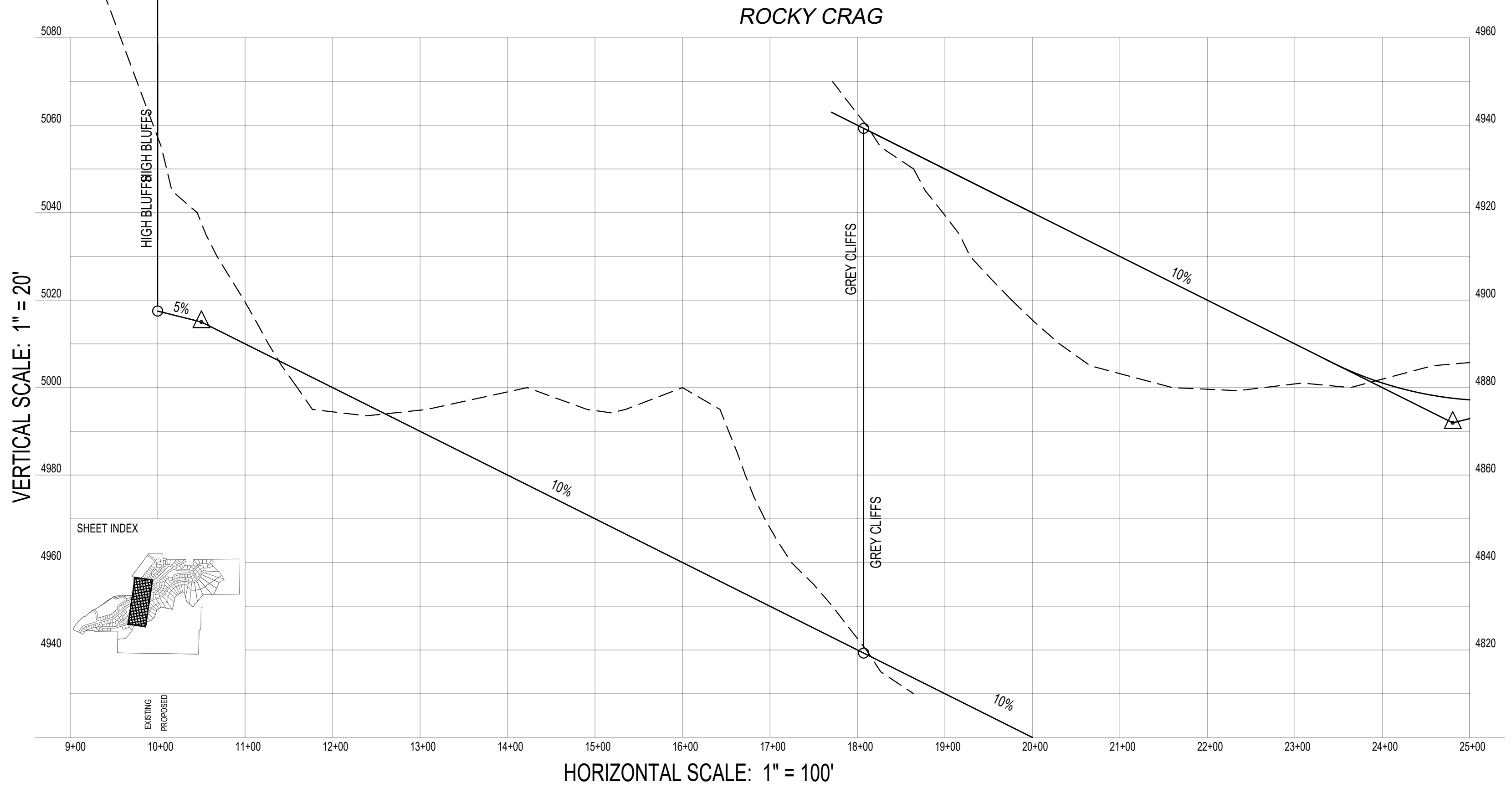
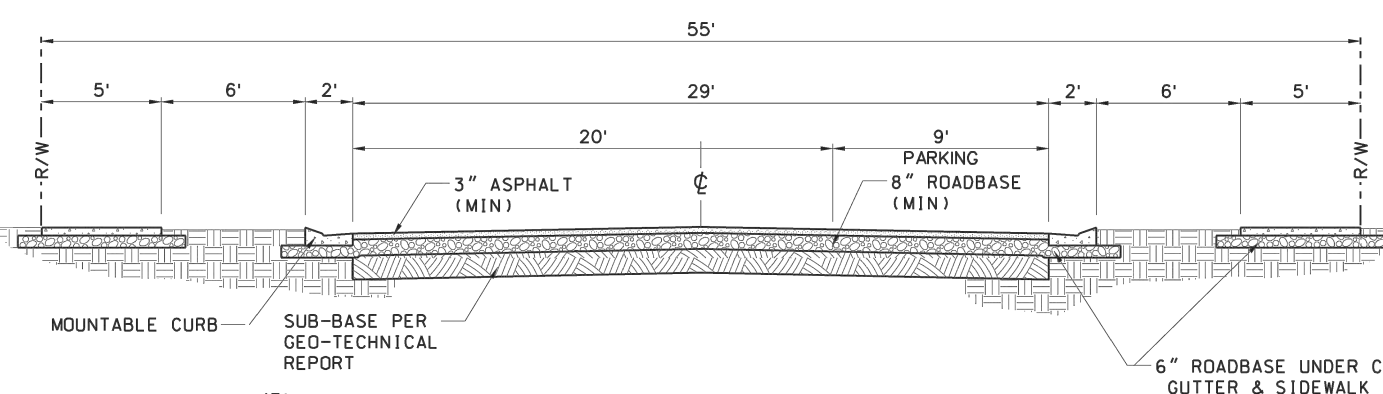
DESCRIPTION

**PRELIMINARY PLAN**

SHEET NAME	SHEET NUMBER
ROCKY CRAG	<b>C7.1</b>

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ROADWAY CROSS SECTION







DEVELOPMENT

**GreyCliffs**  
ESTATES

700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

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**GREY CLIFFS LLC.**

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LINDON, UT 84042  
801.785.8458

North arrow pointing up.

Scale bar: 0, 50, 100, 200, 300 feet.

SCALE: 1"= 100'

**berg**  
CIVIL ENGINEERING

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office (801) 492-1277  
cell (801) 616-1677

REVISIONS			SEAL
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PROJECT

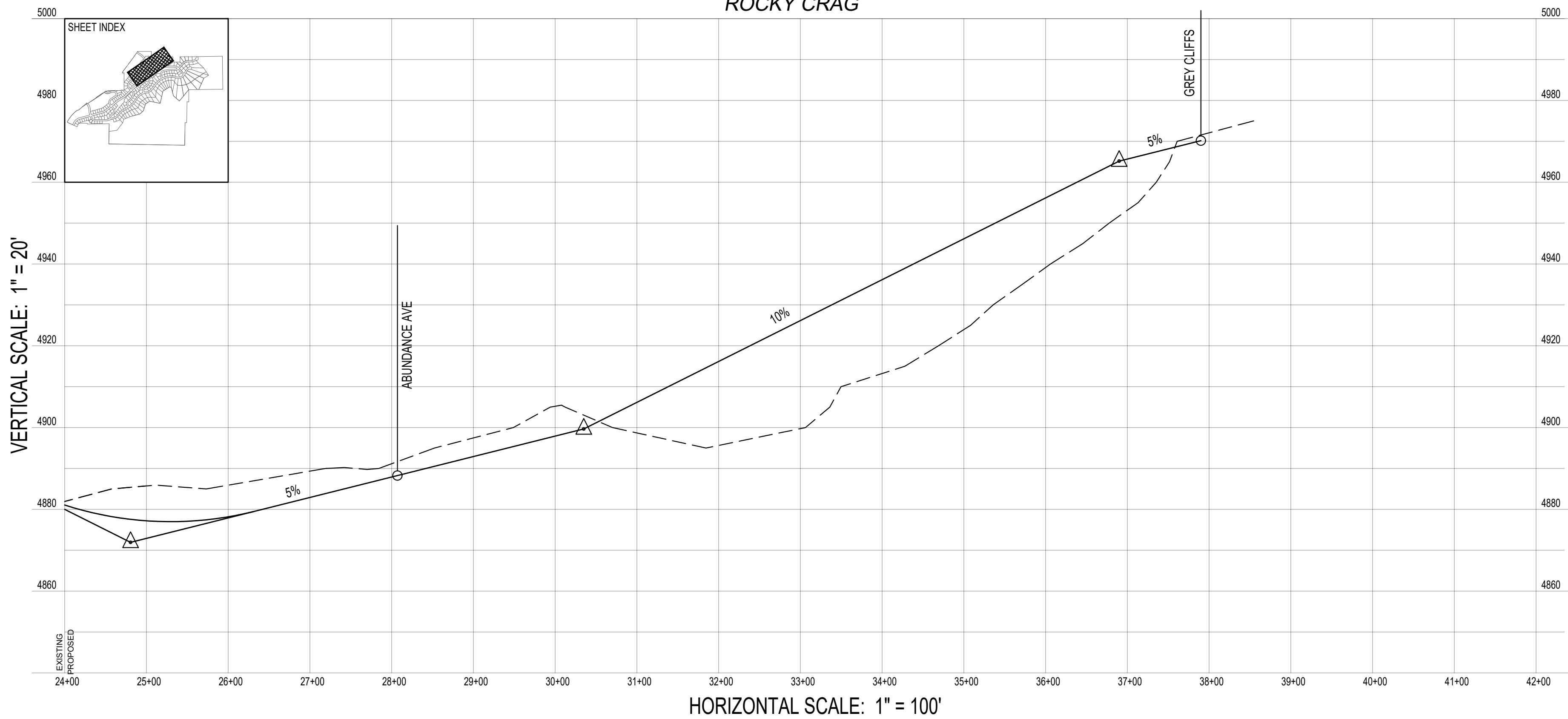
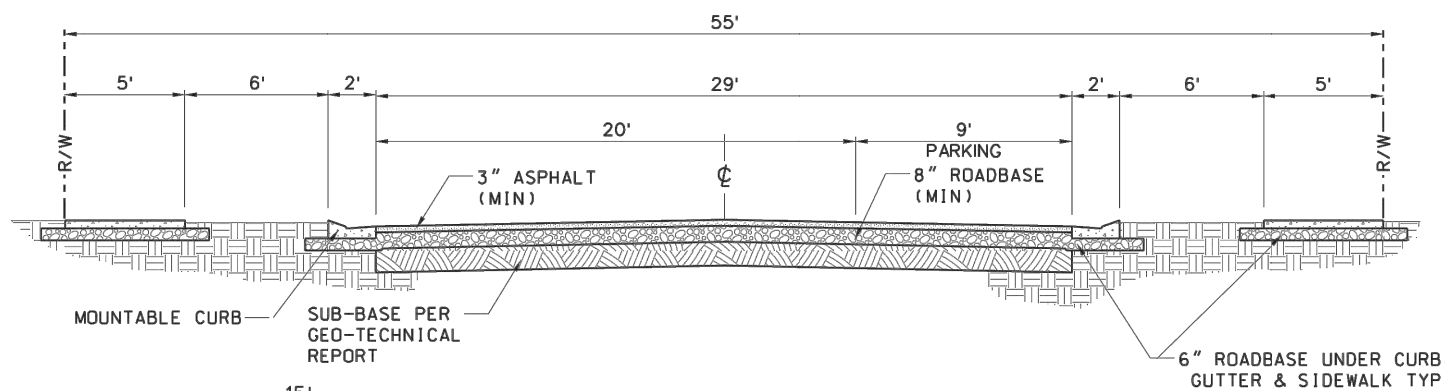
**GreyCliffs**  
ESTATES

DESCRIPTION

**PRELIMINARY PLAN**

SHEET NAME	SHEET NUMBER
ROCKY CRAG	<b>C7.2</b>


ROADWAY CROSS SECTION







DEVELOPMENT

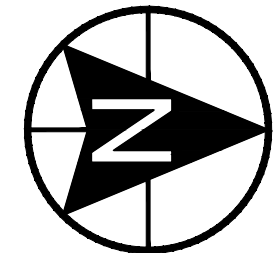


700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

DEVELOPER

**GREY CLIFFS LLC.**

935 W. CENTER  
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801.785.8458



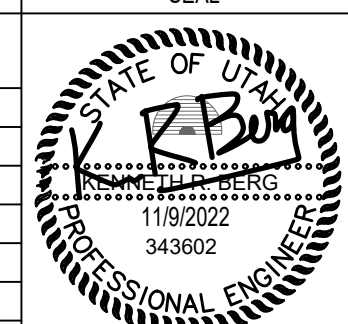
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SCALE: 1"= 100'




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REVISIONS			SEAL
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ACTION	DATE
PRELIMINARY PLAN	11/9/2022

PROJECT



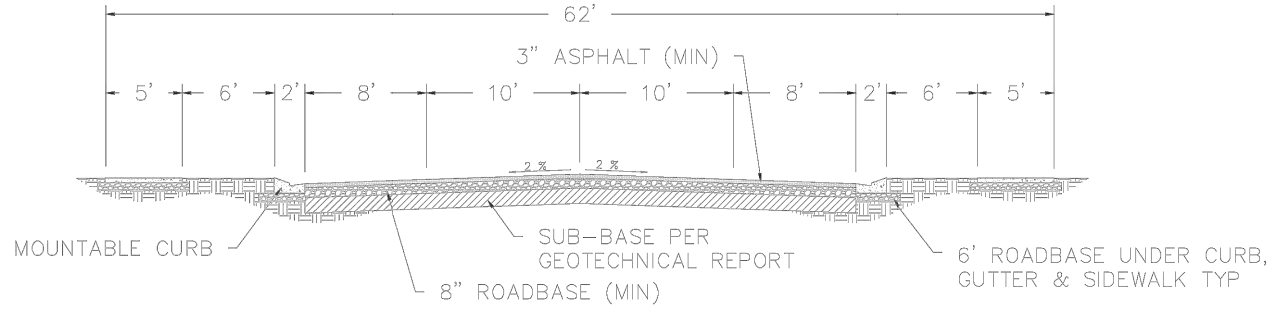
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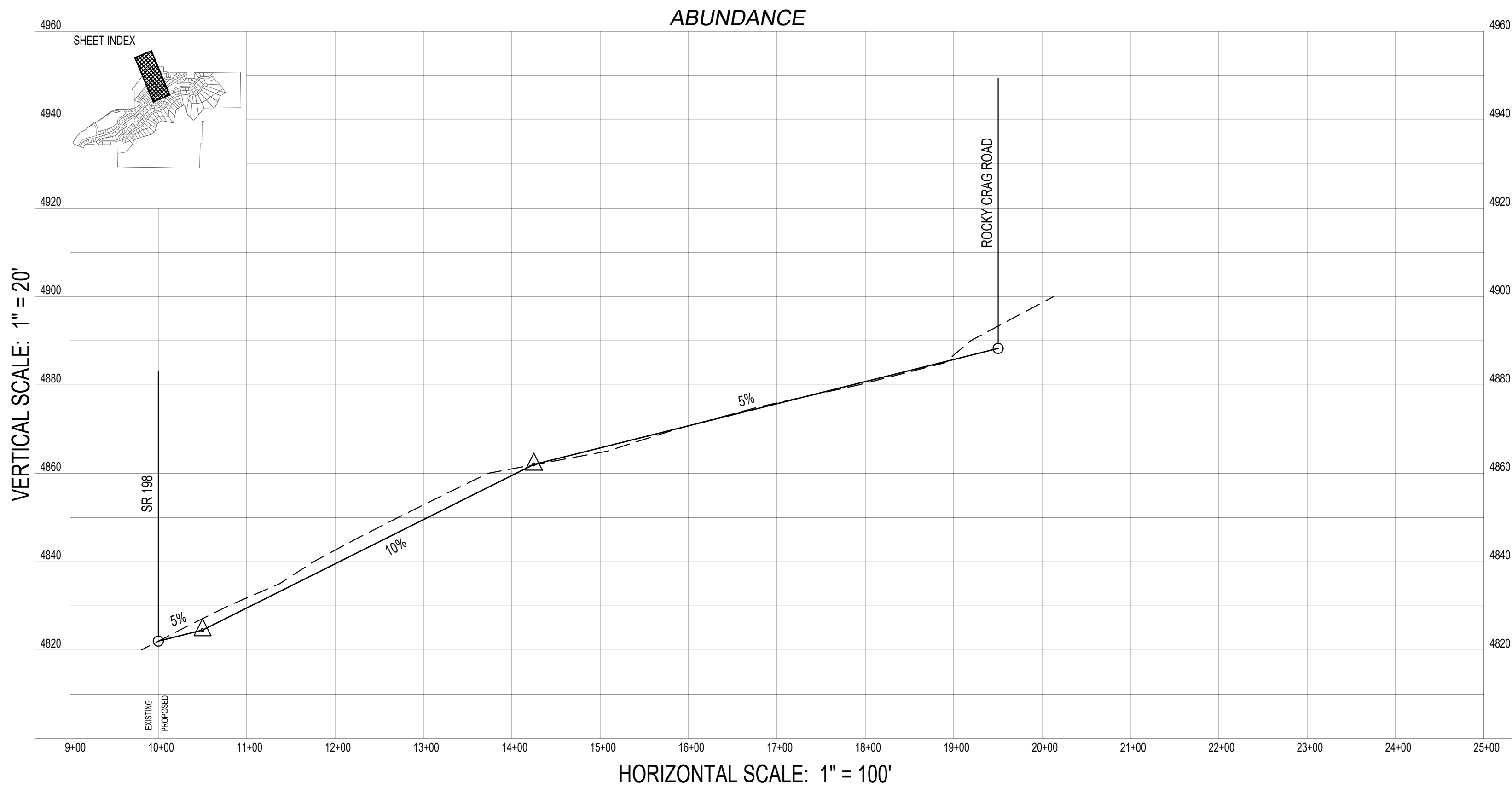
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ABUNDANCE	<b>C8.1</b>

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11/9/2022

ROADWAY CROSS SECTION



- NOTES:
1. THE DEVELOPMENT REVIEW COMMITTEE (DRC) MAY REQUIRE THE ADDITION OF RIGHT TURN LANES AT INTERSECTIONS.
  2. THE DEVELOPMENT REVIEW COMMITTEE (DRC) MAY MODIFY THIS SECTION FOR DEVELOPMENTS WITH AVERAGE BUILDABLE SLOPE > 10%.







DEVELOPMENT

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SANTAQUIN, UTAH COUNTY, UT

DEVELOPER

**GREY CLIFFS LLC.**

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801.785.8458

SCALE: 1"= 100'

**BERG CIVIL ENGINEERING**  
11038 N Highland Blvd Suite 400  
Highland Ut, 84003  
office (801) 492-1277  
cell (801) 616-1677

REVISIONS			SEAL
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PRELIMINARY PLAN	11/9/2022

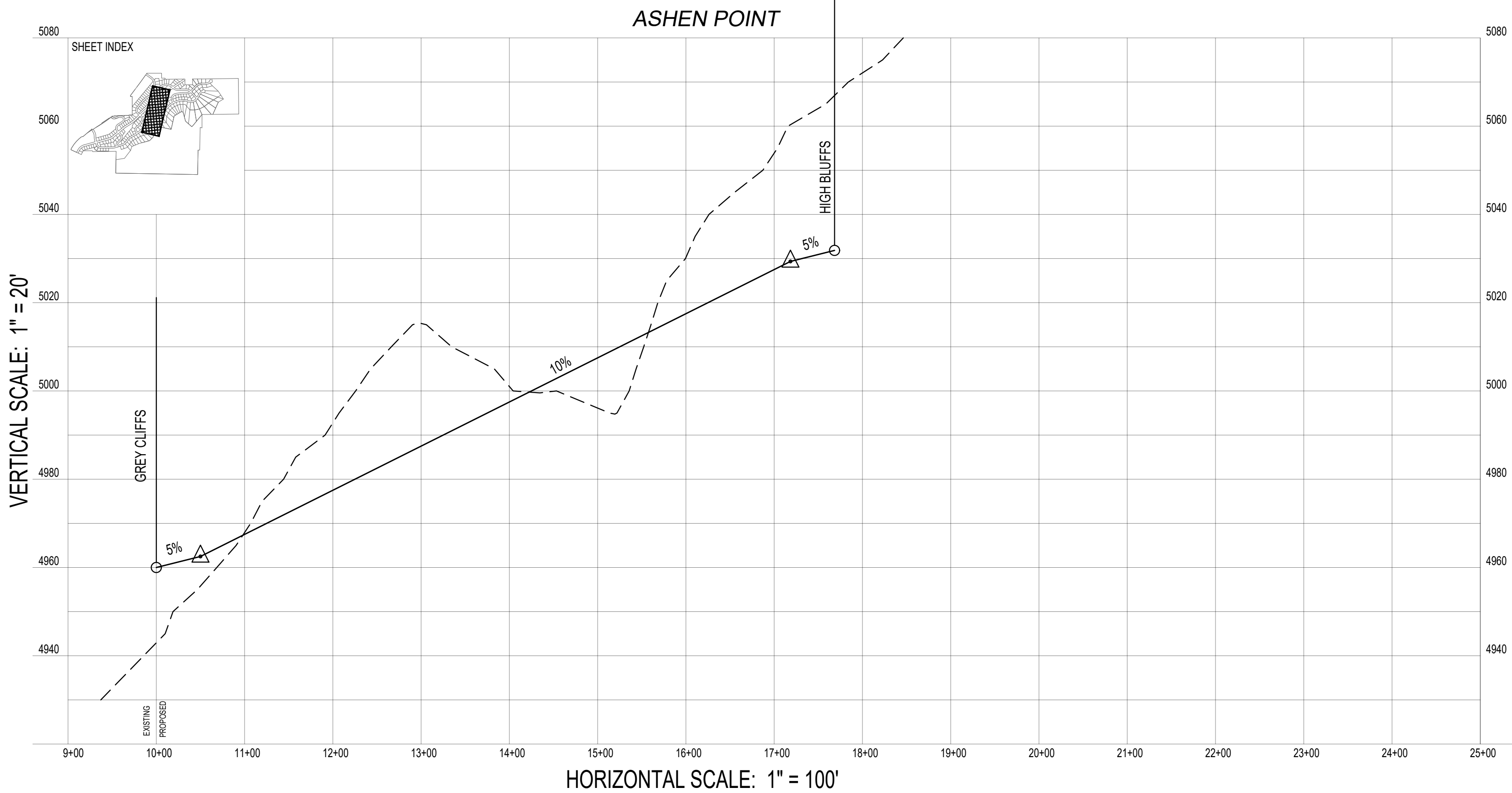
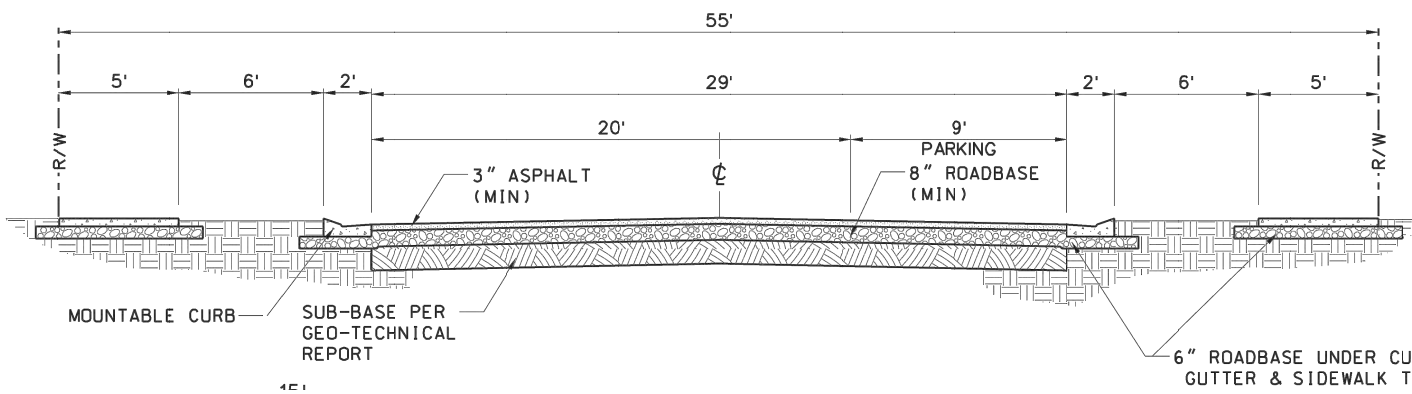
PROJECT

DESCRIPTION

**PRELIMINARY PLAN**

SHEET NAME	SHEET NUMBER
ASHEN POINT	<b>C9.1</b>


ROADWAY CROSS SECTION







DEVELOPMENT

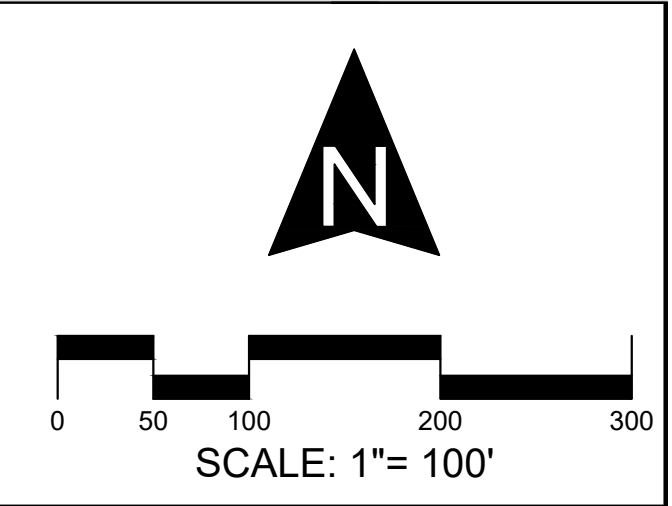


700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

DEVELOPER

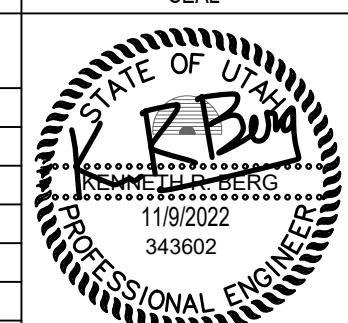
**GREY CLIFFS LLC.**

935 W. CENTER  
LINDON, UT 84042  
801.785.8458



**CIVIL ENGINEERING**

11038 N Highland Blvd Suite 400  
Highland Ut, 84003  
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cell (801) 616-1677

REVISIONS			SEAL
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ACTION	DATE
PRELIMINARY PLAN	11/9/2022

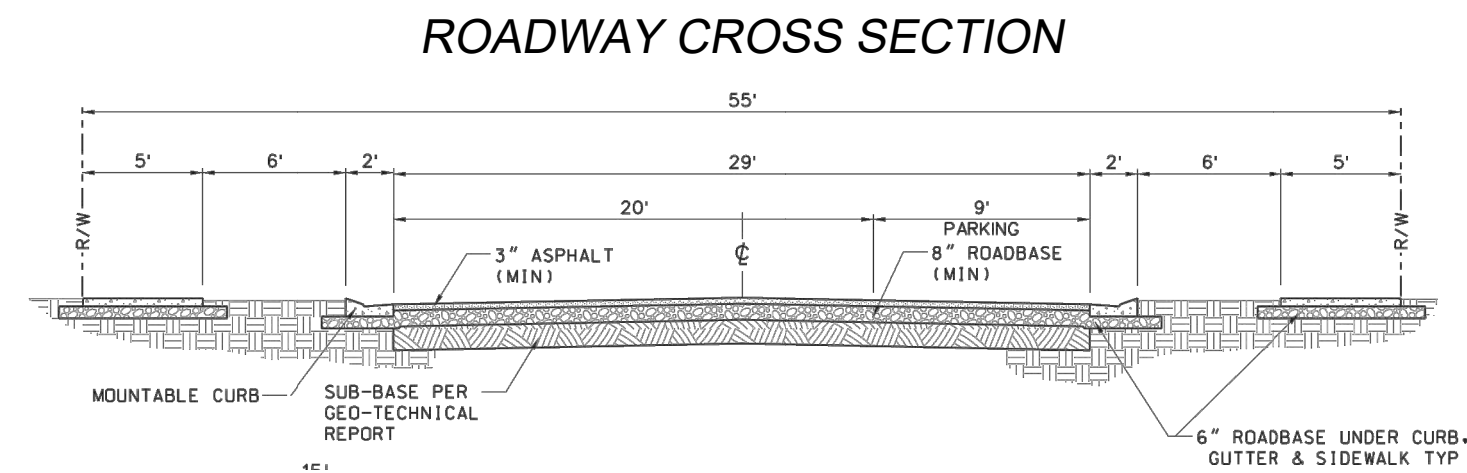
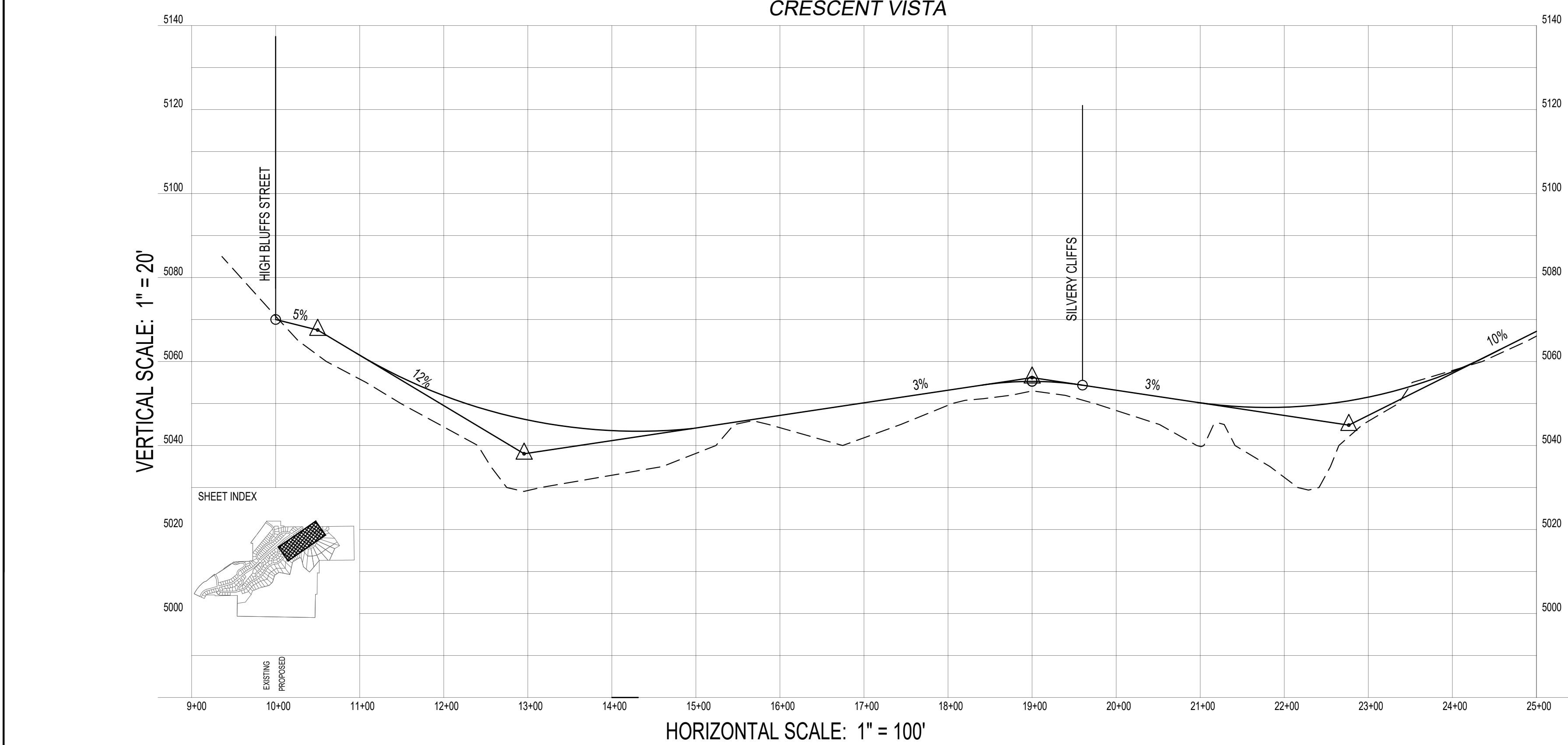
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DESCRIPTION

**PRELIMINARY PLAN**

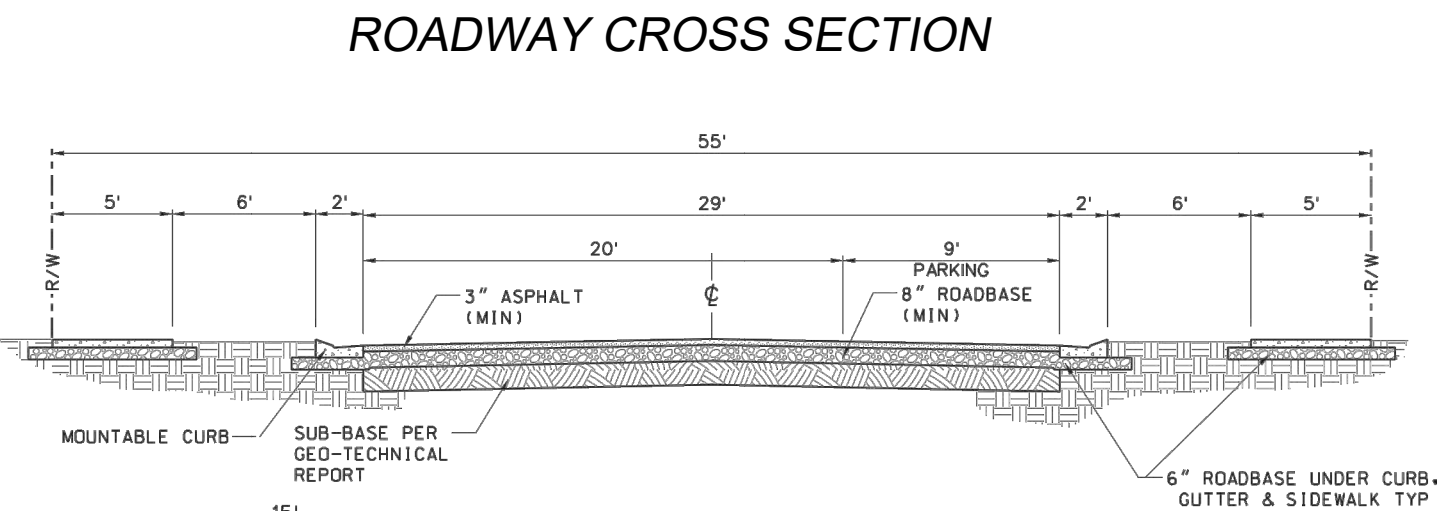
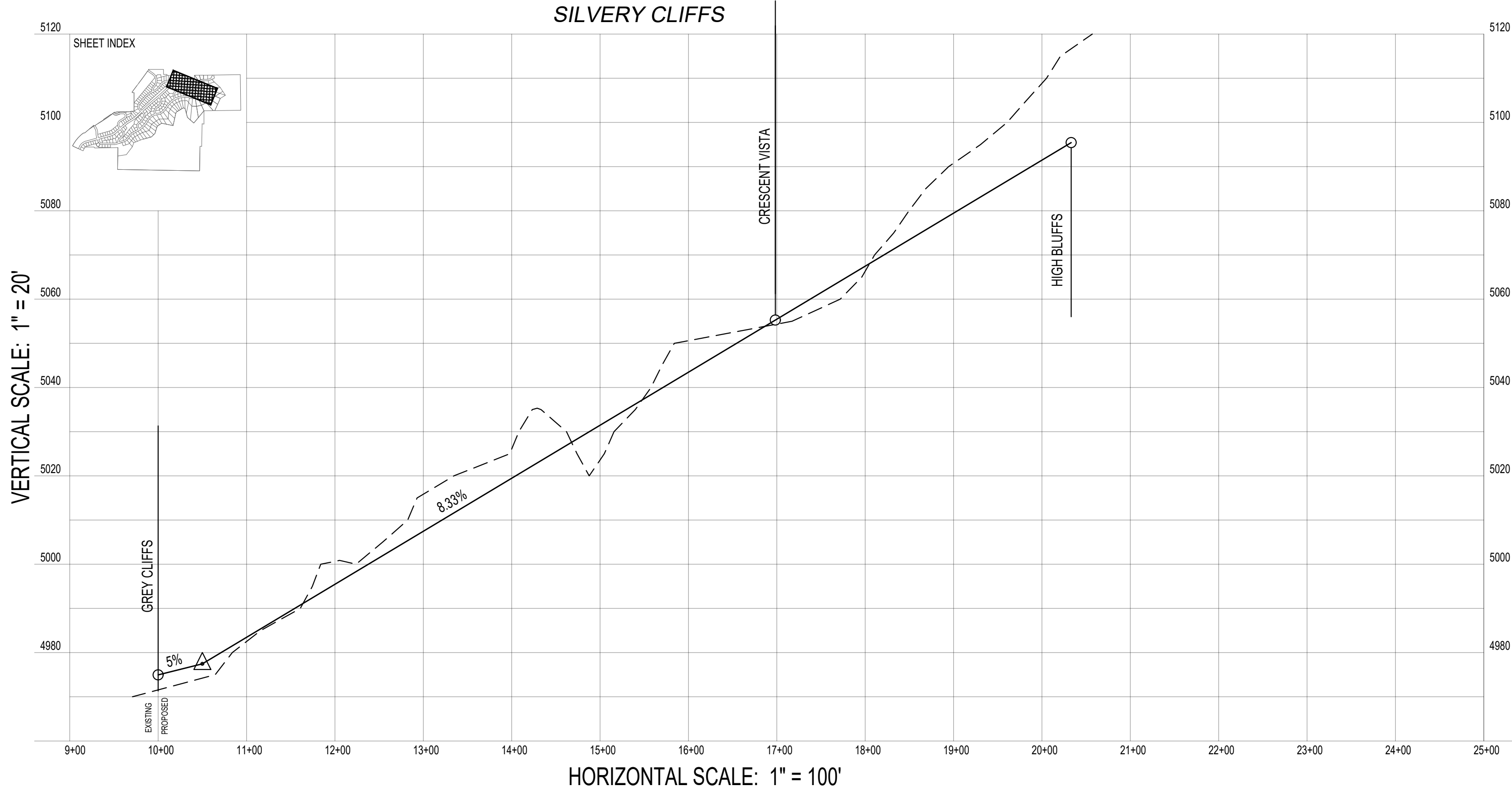
SHEET NAME	SHEET NUMBER
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DEVELOPMENT

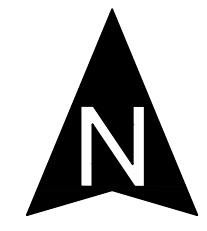


700 N SR198  
SANTAQUIN, UTAH COUNTY, UT


DEVELOPER

**GREY CLIFFS LLC.**

935 W. CENTER  
LINDON, UT 84042  
801.785.8458



SCALE: 1"= 100'




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PRELIMINARY PLAN	11/9/2022

PROJECT



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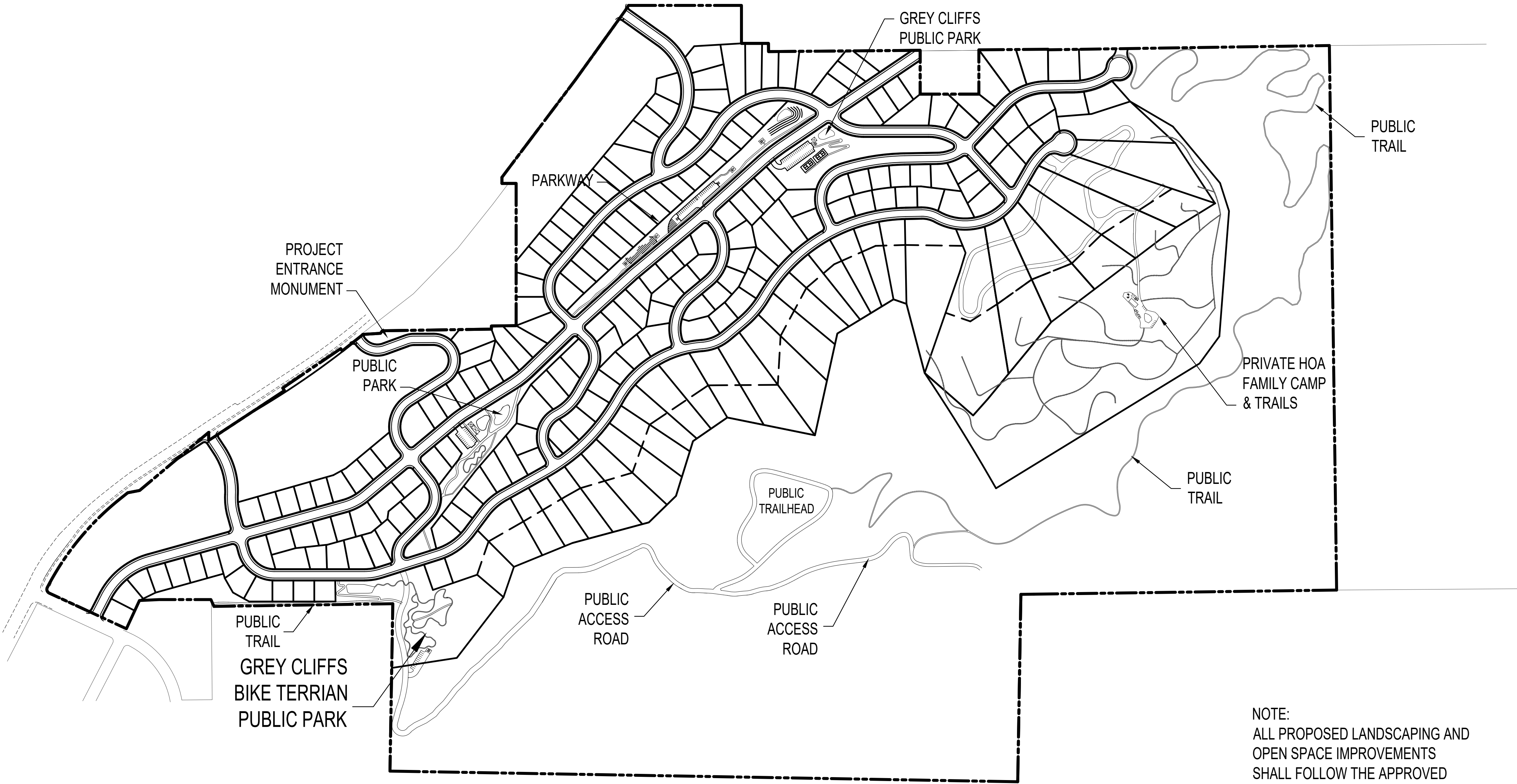
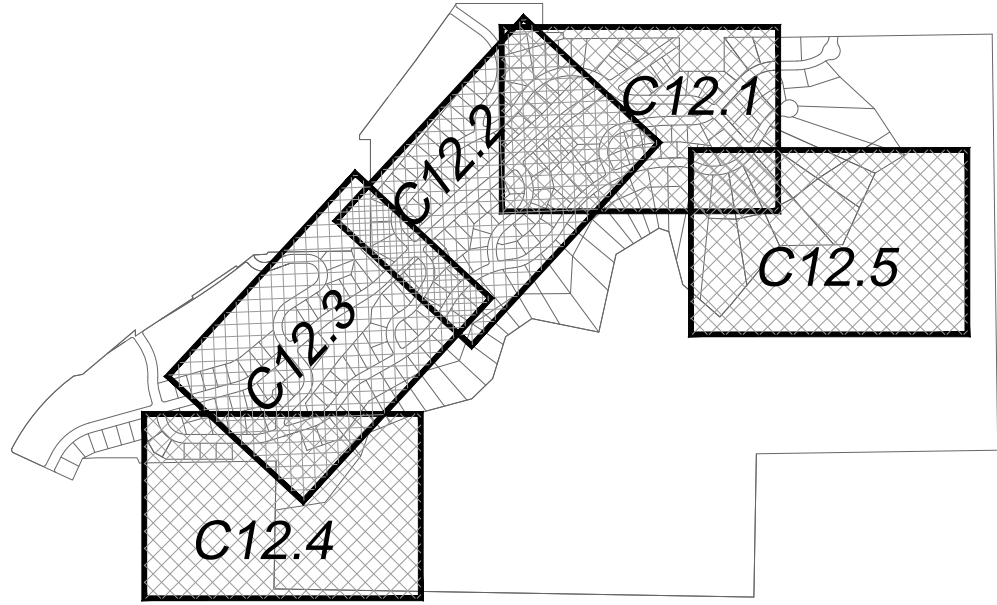
**PRELIMINARY PLAN**

SHEET NAME	SHEET NUMBER
<b>SILVERY CLIFFS</b>	<b>C11.1</b>

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11/9/2022



MAP KEY



NOTE:  
ALL PROPOSED LANDSCAPING AND  
OPEN SPACE IMPROVEMENTS  
SHALL FOLLOW THE APPROVED  
DEVELOPMENT AGREEMENT,  
SPECIFICALLY SECTION 3.6 AND  
EXHIBIT C.

DEVELOPMENT

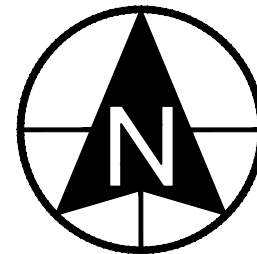


700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

DEVELOPER

**GREY  
CLIFFS  
LLC.**

935 W. CENTER  
LONDON, UT 84042  
801.785.8458



0 150 300 600 900  
SCALE: 1"= 300'



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Highland Ut, 84003  
office (801) 492-1277  
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	THIS SEAL IS FOR THE COMPLETE SET OF PLANS. IT IS NOT TO BE REUSED FOR ANY OTHER PROJECTS.
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ACTION	DATE
PRELIMINARY PLAN	11/9/2022

PROJECT



DESCRIPTION

**PRELIMINARY  
PLAN**

SHEET NAME

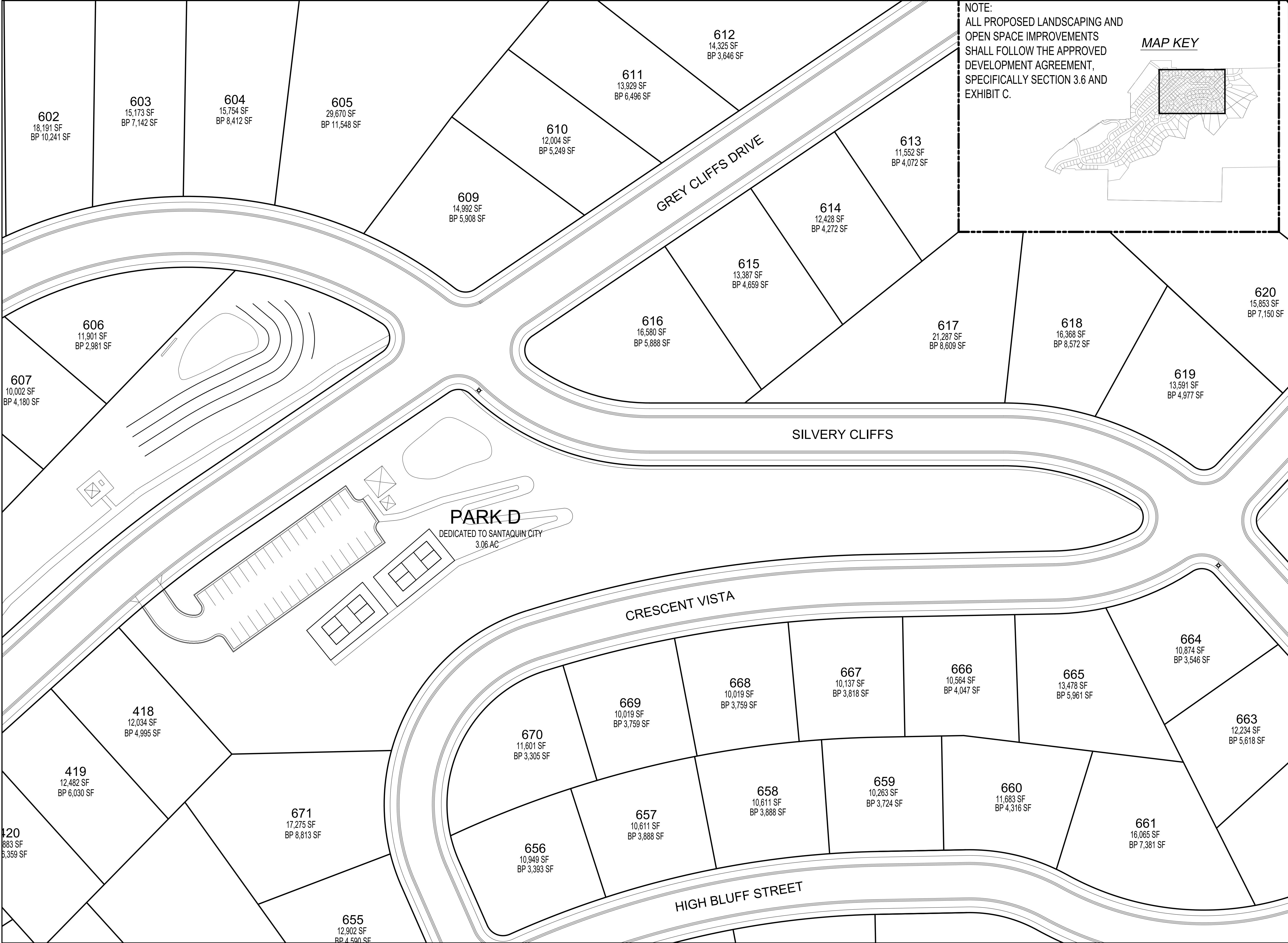
AMENITIES

SHEET NUMBER

**C12.0**

GreyCliffs Estates, LLC is a registered service mark of GreyCliffs Estates, LLC.





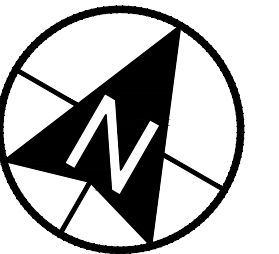


### MAP KEY

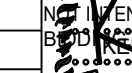


DEVELOPER

935 W. CENTER  
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801.785.8458



**CIVIL ENGINEERING**  
11038 N Highland Blvd Suite 400  
Highland Ut, 84003  
office (801) 492-1277  
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	 <p>THIS SEAL IS NOT VALID UNLESS IT IS COMPLETE AND UNRELEASABLE TO ANY OTHER PERSON WITHOUT THE WRITTEN CONSENT OF THE ENGINEER TO WHOM IT IS ISSUED.</p> <p>KEITH B. BIDDIS          STATE OF OHIO          PROFESSIONAL ENGINEER          NO. 343866-2</p>
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PRELIMINARY PLAN	11/9/2022

PROJECT



DESCRIPTION
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# PRELIMINARY PLAN

SHEET NAME

MIDDLE  
TRAILHEAD

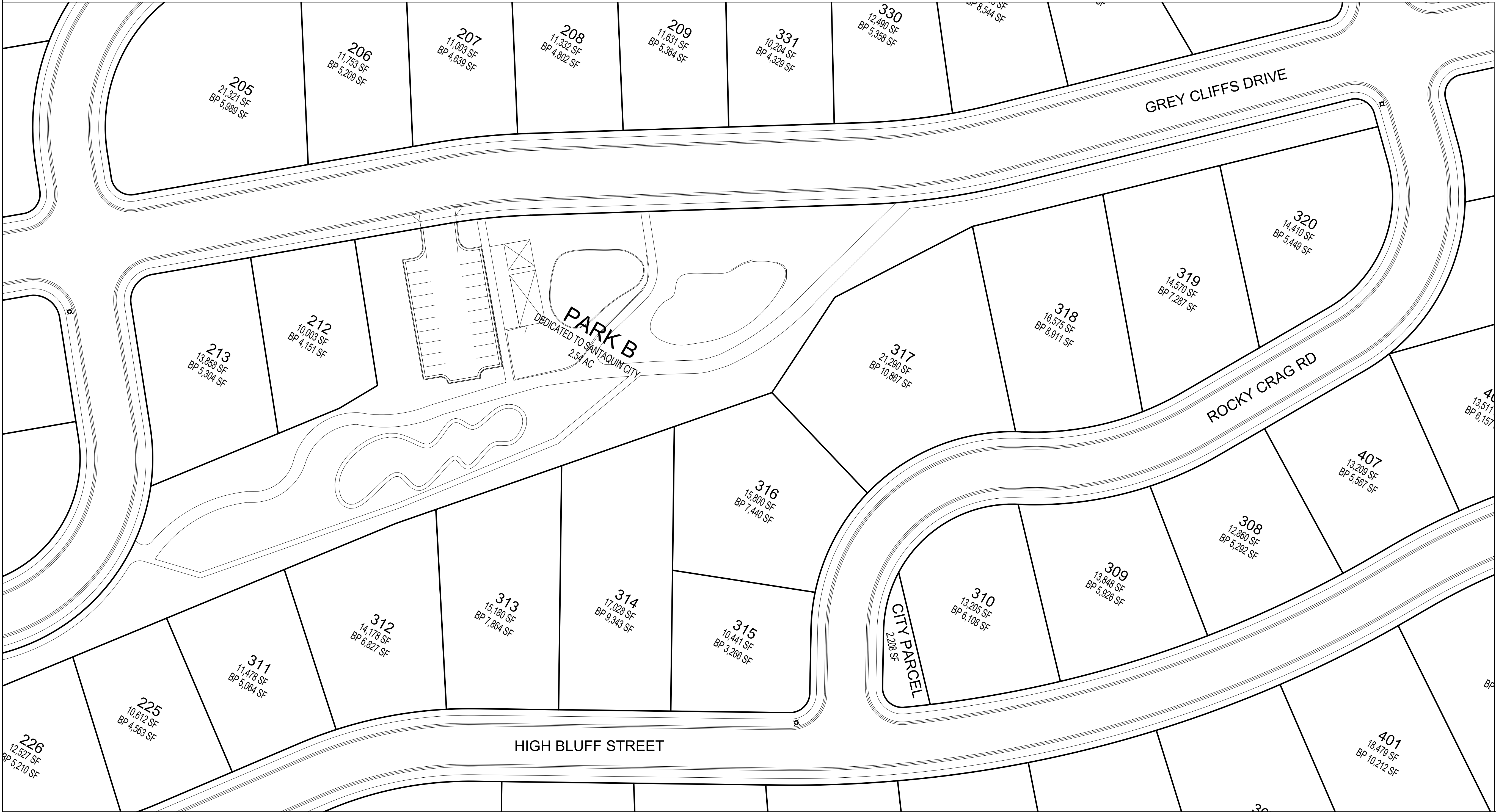
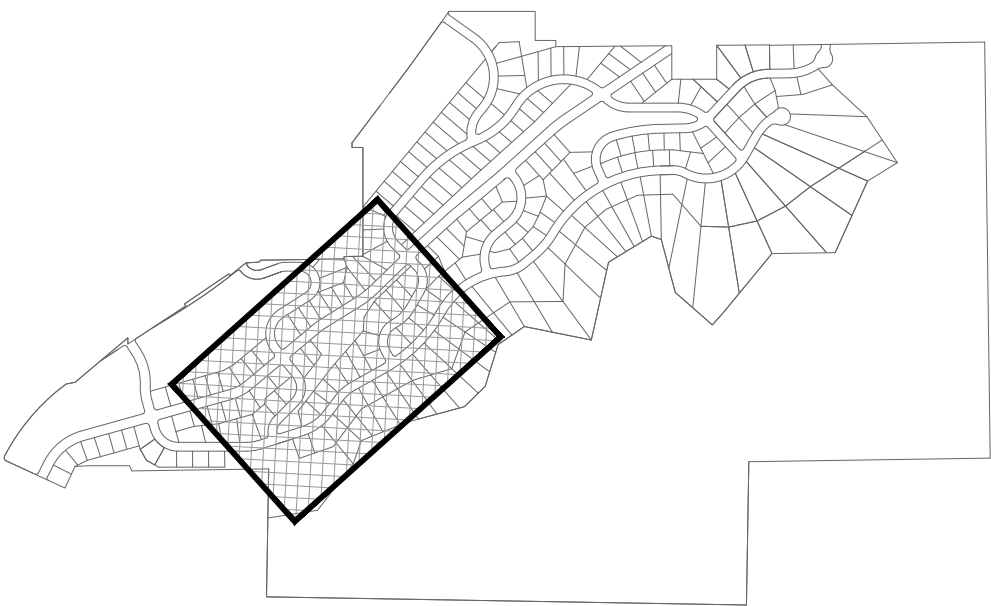
SHEET NUMBER

*C12.2*



NOTE:  
ALL PROPOSED LANDSCAPING AND  
OPEN SPACE IMPROVEMENTS  
SHALL FOLLOW THE APPROVED  
DEVELOPMENT AGREEMENT,  
SPECIFICALLY SECTION 3.6 AND  
EXHIBIT C.

MAP KEY



DEVELOPMENT

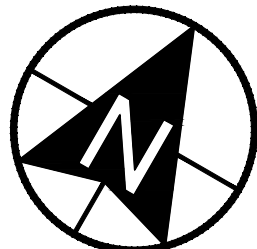


700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

DEVELOPER

GREY  
CLIFFS  
LLC.

935 W. CENTER  
LINDON, UT 84042  
801.785.8458



0 20 40 80 120  
SCALE: 1"= 40'



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cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	THIS SHEET IS COMPLETE AND RELEASED TO THE PUBLIC FOR CONSTRUCTION. NO FURTHER REVISIONS WILL BE MADE. SEE U.S. RES. 80012 ST. NO. 3486602 DATE 11/9/2022
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ACTION	DATE
PRELIMINARY PLAN	11/9/2022

PROJECT



DESCRIPTION

PRELIMINARY  
PLAN

SHEET NAME

CLIFF  
TRAILHEAD

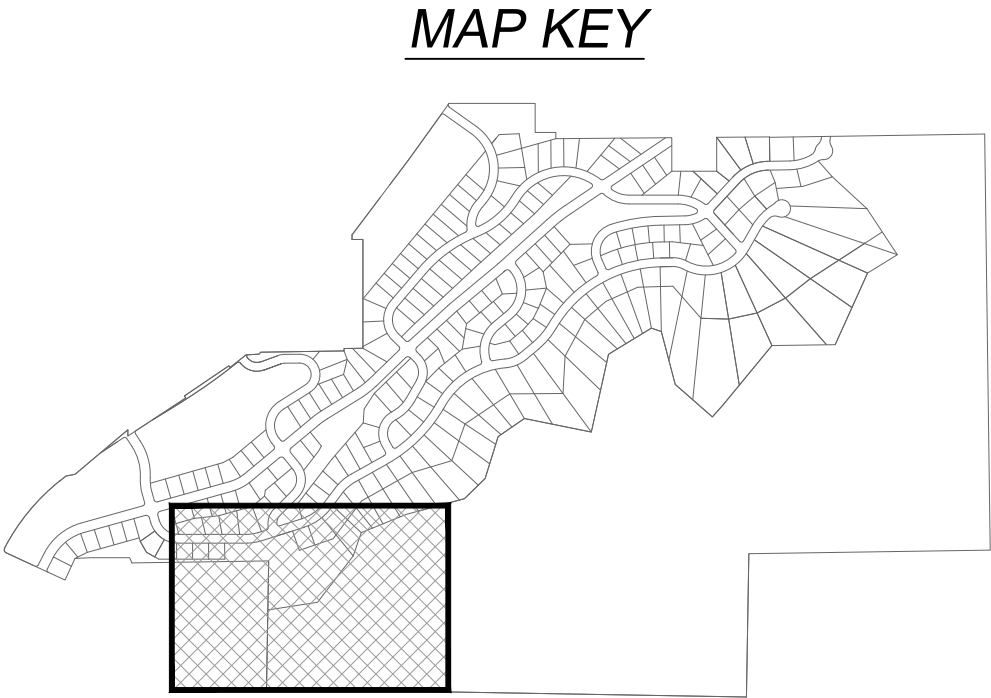
SHEET NUMBER

C12.3

11/9/2022 Berg Civil Engineering

11/9/2022 Berg Civil Engineering





NOTE:  
ALL PROPOSED LANDSCAPING AND  
OPEN SPACE IMPROVEMENTS  
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DEVELOPMENT AGREEMENT,  
SPECIFICALLY SECTION 3.6 AND  
EXHIBIT C.

DEVELOPMENT

700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

DEVELOPER

**GREY  
CLIFFS  
LLC.**

935 W. CENTER  
LINDON, UT 84042  
801.785.8458

SCALE: 1"= 30'

**BERG**  
CIVIL ENGINEERING

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REVISIONS			SEAL
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ACTION	DATE
PRELIMINARY PLAN	11/9/2022

PROJECT

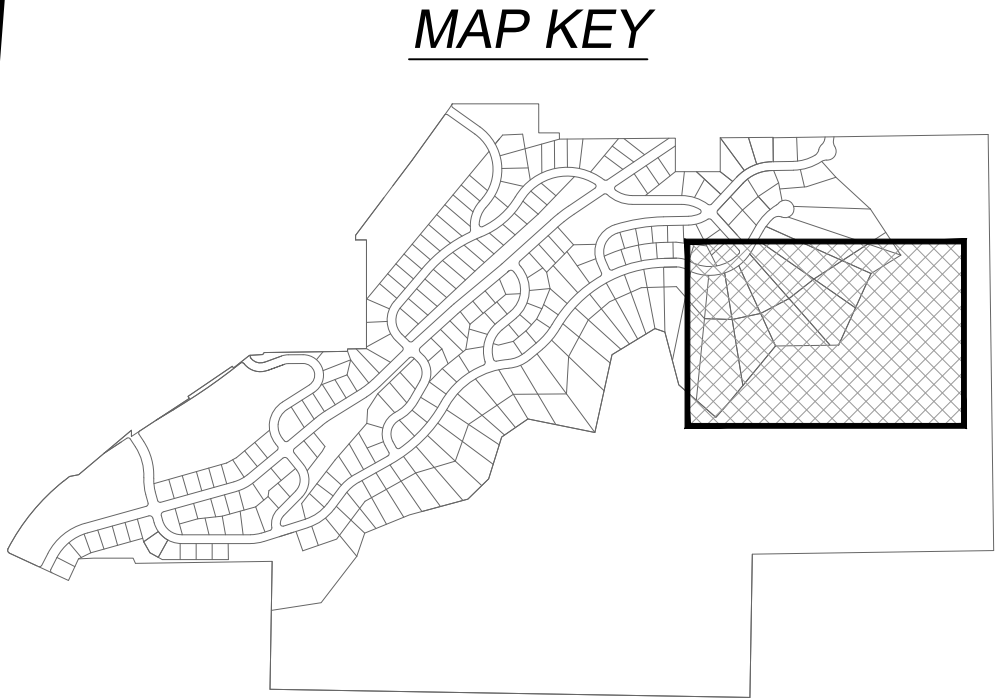
DESCRIPTION

**PRELIMINARY  
PLAN**

SHEET NAME	SHEET NUMBER
UPPER TRAILHEAD	C12.4

GreyCliffs ESTATES PRELIMINARY PLAN 11/9/2022





DEVELOPMENT

700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

DEVELOPER

**GREY  
CLIFFS  
LLC.**

935 W. CENTER  
LINDON, UT 84042  
801.785.8458

SCALE: 1"= 30'

**BERG**  
CIVIL ENGINEERING

11038 N Highland Blvd Suite 400  
Highland Ut, 84003  
office: (801) 492-1277  
cell: (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	THIS SEAL IS VOID IF NOT COMPLETELY FULFILLED BY THE ENGINEER'S SIGNATURE AND EXEMPT FROM CONTROL BY THE STATE OF UTAH. EXEMPT NO. 34866012 DATE 11/9/2022
1			
2			
3			
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7			

ACTION	DATE
PRELIMINARY PLAN	11/9/2022

PROJECT

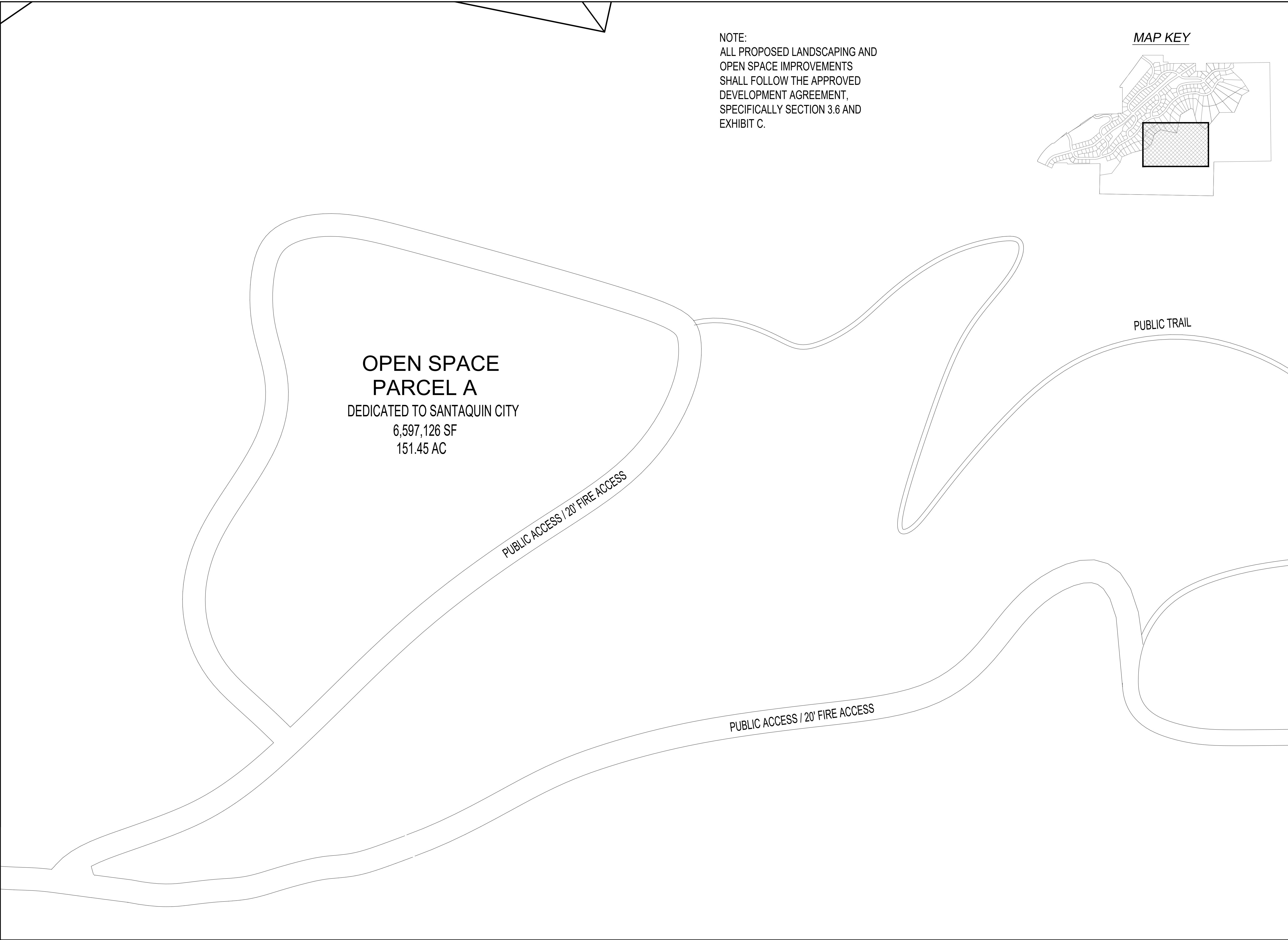
DESCRIPTION

**PRELIMINARY  
PLAN**

SHEET NAME	SHEET NUMBER
HOA FAMILY CAMP	<b>C12.5</b>

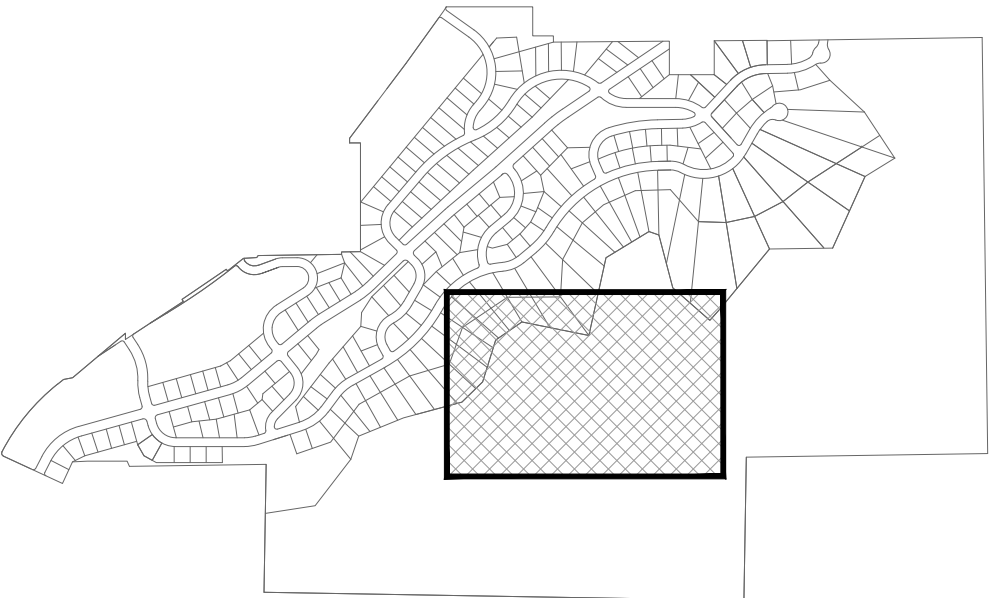
See Berg and Berg Civil Engineering for more information.  
Berg and Berg Civil Engineering





NOTE:  
ALL PROPOSED LANDSCAPING AND  
OPEN SPACE IMPROVEMENTS  
SHALL FOLLOW THE APPROVED  
DEVELOPMENT AGREEMENT,  
SPECIFICALLY SECTION 3.6 AND  
EXHIBIT C.

MAP KEY




OPEN SPACE  
PARCEL A  
DEDICATED TO SANTAQUIN CITY  
6,597,126 SF  
151.45 AC

PUBLIC ACCESS / 20' FIRE ACCESS

PUBLIC TRAIL

PUBLIC ACCESS / 20' FIRE ACCESS

DEVELOPMENT


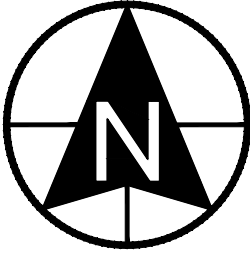


700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

DEVELOPER

**GREY  
CLIFFS  
LLC.**


935 W. CENTER  
LINDON, UT 84042  
801.785.8458



SCALE: 1"= 30'




**CIVIL ENGINEERING**  
11038 N Highland Blvd Suite 400  
Highland Ut, 84003  
office (801) 492-1277  
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	THIS SEAL IS TO BE USED FOR ALL REVISIONS AND RELEASED TO THE PUBLIC BY THE ENGINEER'S SEAL
1			
2			
3			
4			
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ACTION	DATE
PRELIMINARY PLAN	11/9/2022

PROJECT



DESCRIPTION

**PRELIMINARY  
PLAN**

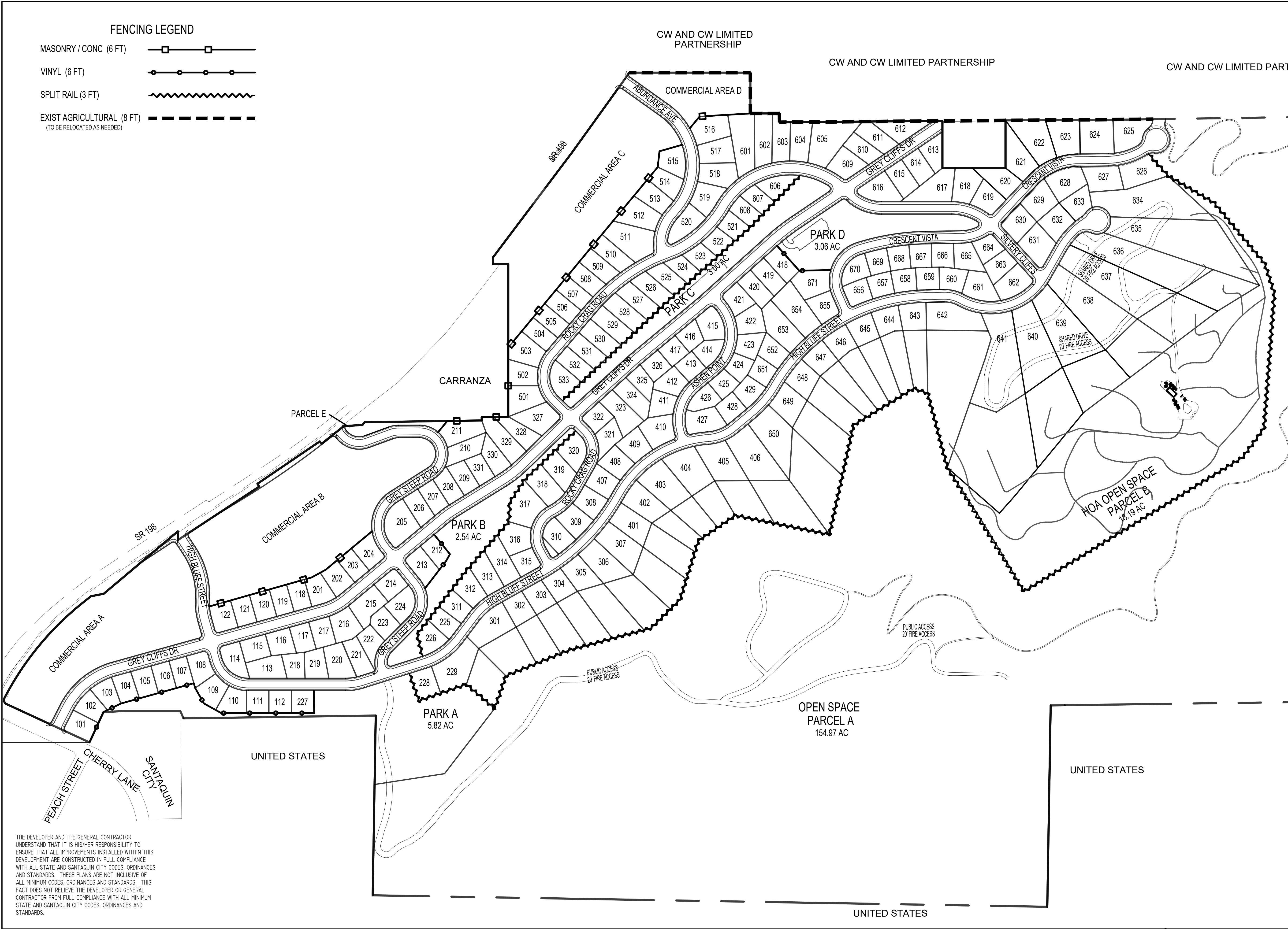
SHEET NAME	SHEET NUMBER
<b>PUBLIC TRAILHEAD</b>	<b>C12.6</b>

any drawing with this title is preliminary  
it is not to be used for construction









DEVELOPMENT

700 N SR198  
SANTAQUIN, UTAH COUNTY, UT

DEVELOPER

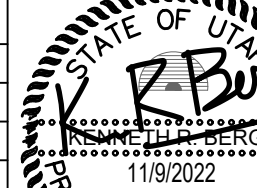
**GREY CLIFFS LLC.**

935 W. CENTER  
LONDON, UT 84042  
801.785.8458

SCALE: 1"= 200'

**CIVIL ENGINEERING**

11038 N Highland Blvd Suite 400  
Highland Ut, 84003  
office (801) 492-1277  
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
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5			
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7			
ACTION		DATE	
PRELIMINARY PLAN		11/9/2022	

PROJECT

DESCRIPTION

**PRELIMINARY PLAN**

SHEET NAME	SHEET NUMBER
OVERALL FENCING PLAN	<b>C14.1</b>

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





MASONRY / CONC FENCE (6 FT)




SPLIT RAIL FENCE (3 FT)



VINYL FENCE (6 FT)

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

DEVELOPMENT


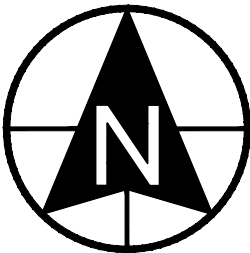


700 N SR198  
SANTAQUIN, UTAH COUNTY, UT


DEVELOPER

GREY  
CLIFFS  
LLC.

935 W. CENTER  
LONDON, UT 84042  
801.785.8458

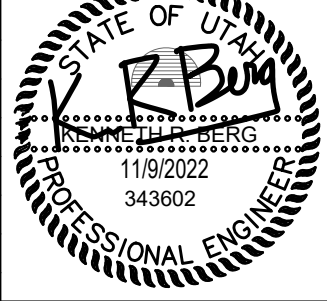


SCALE: 1"= 200'




CIVIL ENGINEERING

11038 N Highland Blvd Suite 400  
Highland Ut, 84003  
office (801) 492-1277  
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
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ACTION	DATE
PRELIMINARY PLAN	11/9/2022

PROJECT



DESCRIPTION

PRELIMINARY  
PLAN

SHEET NAME	SHEET NUMBER
OVERALL FENCING PLAN	C14.2



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

**RESOLUTION 01-01-2023-CDA  
ACCEPTANCE OF REAL PROPERTY TRANSFERRED FROM  
SANTAQUIN CITY**

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

**WHEREAS**, the Agency has adopted a Project Area Plan in furtherance of its purposes, which include economic development within the Project Area; and

**WHEREAS**, Santaquin City intends to transfer certain real property known as Utah County Parcel Numbers 29:036:0002, 32:009:0068, 32:009:0089, and 32:009:0085 which are described in Exhibit A hereto, within the Project Area to assist the Agency in furtherance of the Agency's goals pertaining to the Project Area;

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

- SECTION 1:** The acceptance of transfer of real property transferred from Santaquin City is in the best interest of the Community Development and Renewal Agency of Santaquin City.
- SECTION 2:** The Board of the Community Development and Renewal Agency of Santaquin City hereby approves the transfer of real property from Santaquin City.
- SECTION 3:** This Resolution shall become effective immediately upon passage.

**APPROVED AND ADOPTED THIS 3<sup>rd</sup> DAY OF January 2023.**

\_\_\_\_\_  
Daniel M. Olson, Board Chair

Attest:

\_\_\_\_\_  
Amalie R. Ottley, Secretary

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



## 11/10/2022

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**NARRATIVE**

RIMROCK ENGINEERING AND DEVELOPMENT WAS HIRED BY SANTAQUIN CITY TO MAKE ADJUSTMENTS TO THE PARCELS LINES FOR PARCELS: 32-009:059, 32-009:056, 32-009:085, 32-009:089, 32-009:068, AND 29-036:002. IN COMPLETING THIS SURVEY, NUMEROUS OWNERSHIP CONVEYANCE DOCUMENTS AND PREVIOUS RECORDS OF SURVEY WERE OBTAINED AND REFERENCED FROM THE UTAH COUNTY RECORDER AND SURVEYOR'S OFFICE.

THE BASIS OF BEARING FOR THIS SURVEY IS NORTH 89°30'24" EAST 2649.01 FEET BETWEEN A FOUND UTAH COUNTY MONUMENT, BEING THE NORTHWEST CORNER AND A FOUND MONUMENT AT THE NORTH 1/4 CORNER OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. AS SHOWN ON THIS PLAT.

A TITLE REPORT WAS NOT OBTAINED, PURSUANT TO AND IN ACCORDANCE WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR AMERICAN LAND TITLE ASSOCIATION (ALTA) / NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS (NSPS) LAND TITLE SURVEYS, DATED 2/23/2021. AS SUCH, THE PARCEL SURVEYED MAY BE SUBJECT TO ADDITIONAL EASEMENTS, RIGHTS OF WAYS, AGREEMENTS, CONVEYANCES, AND SURVEYS THAT MAY NOT BE REFLECTED ON THIS PLAT.

**VICINITY MAP**

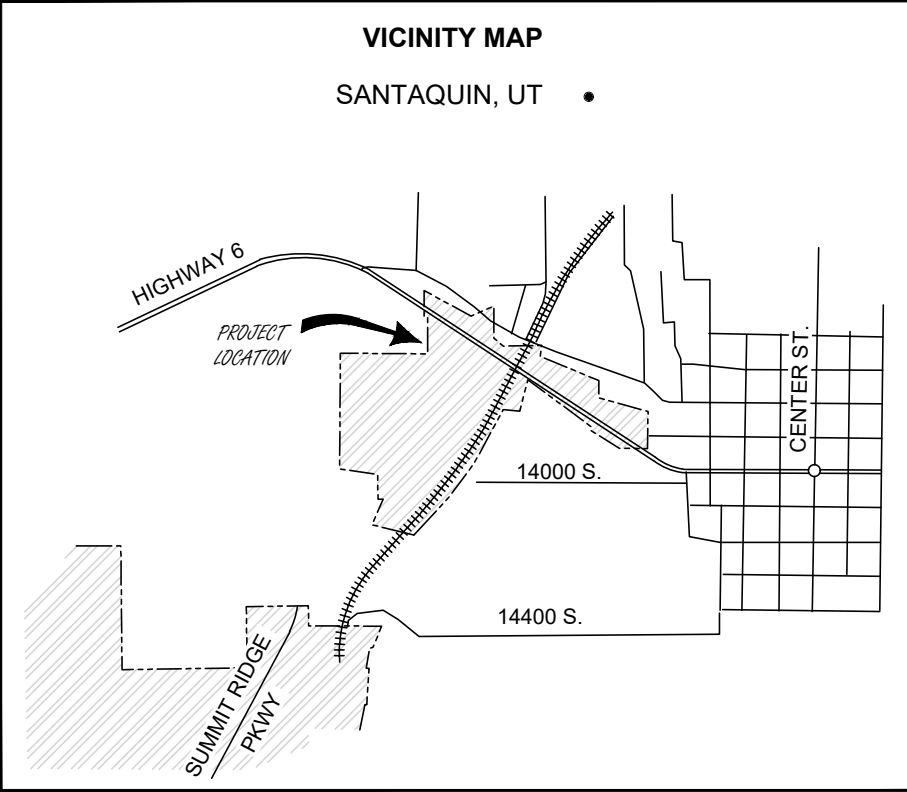
SANTAQUIN, UT •

HIGHWAY 6

PROJECT LOCATION

14000 S.

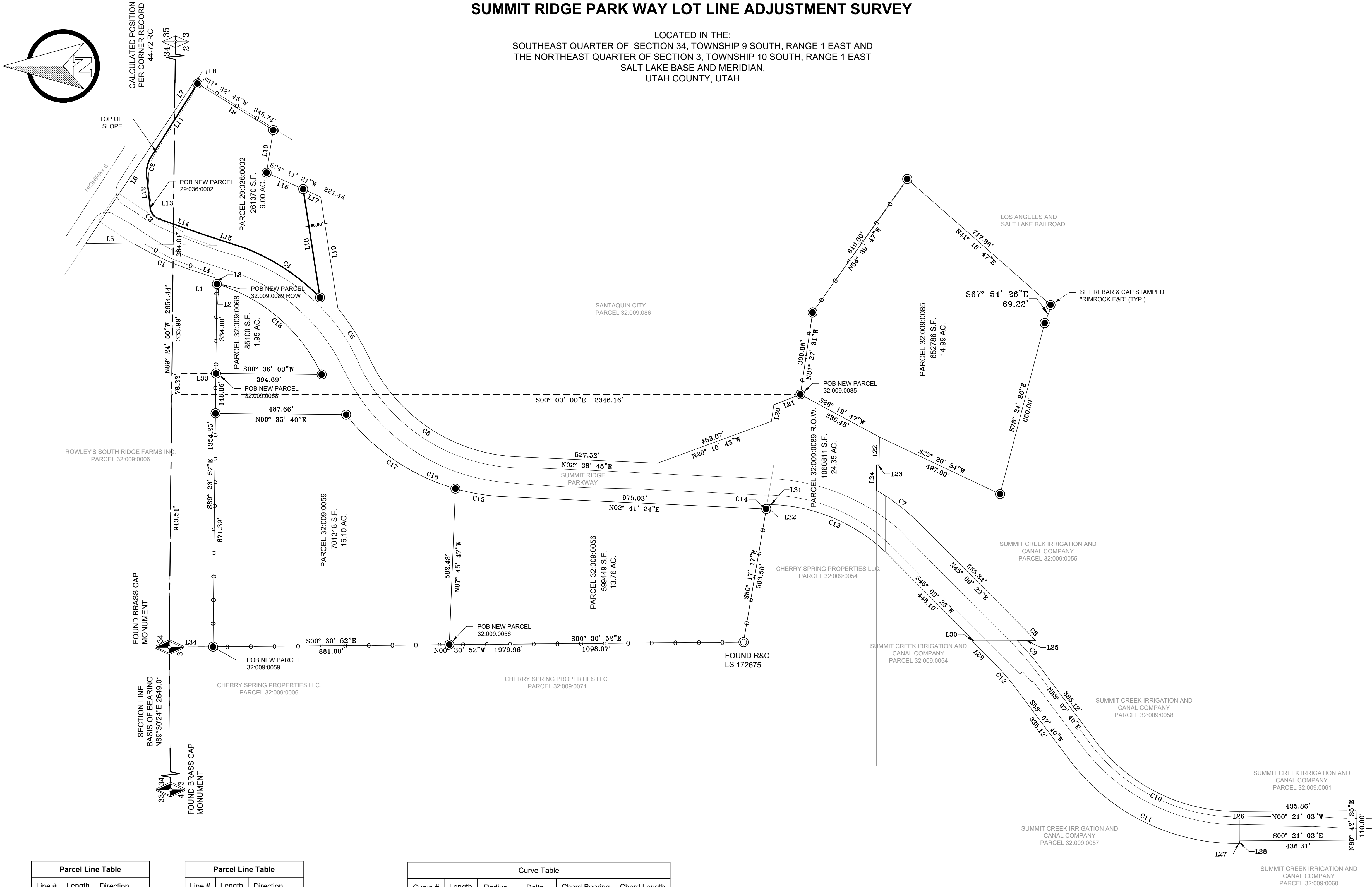
Item # 10.





SUMMIT RIDGE PARK WAY LOT LINE ADJUSTMENT SURVEY

LOCATED IN THE:  
SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 1 EAST AND  
THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 1 EAST  
SALT LAKE BASE AND MERIDIAN,  
UTAH COUNTY, UTAH



Parcel Line Table		
Line #	Length	Direction
L1	164.01	N00°00'00"E
L2	14.15	N17°57'53"E
L3	20.87	N89°23'57"W
L4	91.26	S17°57'53"W
L5	182.58	S00°45'41"W
L6	594.30	N56°05'34"W
L7	132.49	N56°18'18"W
L8	13.71	N31°32'45"E
L9	332.03	N31°32'45"E
L10	160.78	S81°06'35"E
L11	322.08	S57°47'11"E
L12	117.82	N83°44'09"E
L13	87.40	S00°00'00"E
L14	182.07	N19°15'29"E
L15	152.96	N17°57'53"E
L16	149.90	N24°11'21"E
L17	71.54	N24°11'21"E

Parcel Line Table		
Line #	Length	Direction
L18	409.61	S81°11'44"W
L19	420.46	N81°11'40"E
L20	63.15	N81°29'26"W
L21	106.16	N21°13'05"W
L22	103.24	N89°35'34"E
L23	12.73	S00°06'10"W
L24	95.35	N90°00'00"E
L25	68.53	S00°03'26"E
L26	5.65	N00°21'03"W
L27	5.04	S00°21'03"E
L28	10.00	N89°56'34"E
L29	112.20	S45°09'23"W
L30	7.04	N00°03'26"W
L31	28.41	S02°41'24"W
L32	17.28	S80°17'17"E
L33	163.92	N00°00'00"E
L34	163.68	S00°30'52"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	242.39	1060.00	13°06'07"	S24°30'56"W	241.87
C2	77.90	116.00	38°28'41"	S77°01'31"E	76.45
C3	56.27	50.00	64°28'39"	N51°29'49"E	53.34
C4	341.07	793.00	24°38'35"	N33°16'22"E	338.45
C5	222.06	971.55	13°05'45"	N57°46'59"E	221.58
C6	692.47	636.98	62°17'13"	N33°49'58"E	658.87
C7	207.92	810.00	14°42'26"	N37°48'10"E	207.35
C8	55.19	1100.00	2°52'28"	N46°35'37"E	55.18
C9	139.20	1050.00	7°35'45"	N49°19'48"E	139.10
C10	616.03	660.00	53°28'43"	N26°23'19"E	593.91
C11	728.03	780.00	53°28'43"	S26°23'19"W	701.89
C12	129.39	930.00	7°58'17"	S49°08'31"W	129.28
C13	478.06	645.00	42°27'59"	S23°55'23"W	467.19
C14	5.07	630.00	0°27'42"	S2°55'14"W	5.07
C15	184.06	792.00	13°18'55"	N9°20'51"E	183.64
C16	685.01	792.00	49°33'22"	N27°28'05"E	663.86
C17	500.96	792.00	36°14'27"	N34°07'32"E	492.65
C18	518.44	632.00	47°00'04"	N41°27'55"E	504.03

FENCE

EDGE OF ASPHALT

CURB AND GUTTER

EXISTING PARCEL LINES

WATER VALVE

UTILITY POLE / LIGHT POLE

SECTION CORNER (FOUND)

SECTION LINE

BOUNDARY LINE

PARCEL LINE

SET MONUMENT (AS NOTED)

FOUND MONUMENT (AS NOTED)

SUMMIT RIDGE PARKWAY LOT LINE ADJUSTMENT SURVEY

LOCATED IN THE:

SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 1 EAST AND THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 1 EAST

SALT LAKE BASE AND MERIDIAN,

UTAH COUNTY, UTAH

RE & D

RIMROCK

ENGINEERING & DEVELOPMENT

PROJECT NAME

SUMMIT RIDGE PARKWAY

1" = 200'

DRAWN: AP

CHECKED: TG

PROJECT #

SQC2202-01-01

DATE:

11/05/2022

SHEET NO:

2 OF 2

Item # 10.



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

**RESOLUTION 01-02-2023-CDA  
SALE OF REAL PROPERTY**

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

**WHEREAS**, the Agency has adopted a Project Area Plan in furtherance of its purposes, which include economic development within the Project Area; and

**WHEREAS**, the Agency owns certain real property known as Utah County Parcel Number 32:009:0100, which is more particularly described in Exhibit A hereto (“the Property”); and;

**WHEREAS**, the Agency has determined that the best interests of the Agency, Santaquin City, and its residents will be served by the sale of the Property as outlined in the Agreement; and;

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

**SECTION 1:** The terms of the Agreement concerning the sale of the Property are in the best interests of the Agency and Santaquin City, Utah.

**SECTION 2:** The Board of the Community Development and Renewal Agency of Santaquin City accepts the terms outlined in the attached Agreement and approves of the sale of the Property pursuant to said terms.

**SECTION 3:** The Agency Board authorizes Chair Daniel M. Olson to execute all documents necessary to complete the sale of the Property pursuant to said terms.

**SECTION 4:** This Resolution shall become effective immediately upon passage.

**APPROVED AND ADOPTED THIS 3<sup>rd</sup> DAY OF January 2023.**

\_\_\_\_\_  
Daniel M. Olson, Board Chair

Attest:

Board Member Art Adcock

Board Member Elizabeth Montoya

Board Member Lynn Mecham

Board Member Jeff Siddoway

Board Member David Hathaway

Voted \_\_\_\_

Voted \_\_\_\_

Voted \_\_\_\_

Voted \_\_\_\_

Voted \_\_\_\_



---

Amalie R. Ottley, Secretary



## 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 **BDS Commercial Enterprises, LLC** a **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 **6.0** acres (“the Property”), which is more particularly described in Exhibit A attached hereto; and

WHEREAS, Buyer intends to construct an 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 any money in lieu of water and/or water right dedication requirement for the Property, which requirements are 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.

**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. The Parties agree that Buyer has the right to subdivide and further improve the Property into minimum 2-acre lots



pursuant to the provisions of this paragraph 2 set forth below, and otherwise as required by Santaquin City's land use and development code. Any Additional lots created by subdivision of the Property shall be subject to all Santaquin City ordinances and regulations, including but not limited to impact fees and additional water requirements.

**a.** The Property shall only be used for "Commercial, Heavy," "Commercial, Industrial Equipment Sales," "Commercial, Retail Sales and Services," "Automotive Service and Repair," "Industry, Light," or "Industry, Medium" 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.** 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 to Seller for the construction of the needed City Sewer System improvements. The Parties shall mutually agree by August 1, 2023 which of the aforementioned options shall be selected. In the event that a Septic System is the option selected, Seller will refund the payment of \$25,000 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.

**d.** All development and use of the Property shall comply with the landscape provisions of the Santaquin City Code.

**e.** 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.

**f.** 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.

**g.** 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 fencing.

**h.** 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 as permitted by Santaquin City Code 10.44. No pole signs, or other free-standing signs will be allowed anywhere on the Property.

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

j. 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.

k. Buyer acknowledges that no staging, crushing, sorting, 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.

l. Buyer agrees to provide Santaquin City continued, and uninterrupted access to existing Santaquin City buildings and infrastructure located adjacent to the Property. This access shall be from the access located on Summit Ridge Parkway (or another mutually agreed upon location) to the existing pump house located on the adjacent Santaquin City property.

**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.C 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 not 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.

d. Seller shall provide any and all improvements 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. Buyer shall cooperate with Seller in determining what if any improvements will be necessary. Such improvements shall be completed by Seller at its sole expense within 365 days of Closing. This Agreement does not anticipate any expansion of the width of the paved surface 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 determined by Seller in its sole discretion. Buyer shall cooperate with Seller in determining what if any improvements will be necessary. Such improvements shall be completed by Seller at its sole expense within 365 days of Closing.

**4. Purchase Price.** The Purchase Price for the Property is **One Million and Seventy-Five Thousand Dollars (\$1,075,000.00) (which includes \$25,000 for Buyer financial participation for City Sewer System improvements)**. 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, which Deposit shall be applied to the purchase price 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 February 1, 2022. "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; and
- (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); and
- (ii) any other funds, instruments or documents as may be reasonably requested by Seller or the Closing Agent, or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or



documents are subject to Buyer's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed).

**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. Sellers' Disclosures.**

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

**b.** Within 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 January 17, 2022, Seller shall make available to Buyer, at Buyer's request and at Seller's offices, 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, Buyer's satisfactory completion of such evaluations and inspections as Buyer may deem reasonably necessary in its sole and absolute discretion ("the Approvals"). The Approvals shall be sought and conducted by persons selected by Buyer, and Buyer shall pay all costs in connection with the Approvals. At any time prior to Closing, Buyer and/or its designees shall have the right to enter upon the Property to make such evaluations and inspections as Buyer may deem reasonably necessary. Buyer agrees to employ reasonable care in entering onto the Property so as to cause minimum disturbance to the Property and to defend, indemnify and hold Seller free and harmless from and against any loss, cost, claim, damage and/or liability directly or indirectly arising or resulting from Buyer entering upon the Property. Seller agrees to fully cooperate with Buyer, to disclose all information relating to the Property as required by this Agreement, and to execute all applications, authorizations and other documentation, at no cost or risk to Seller, as reasonably requested by Buyer to assist Buyer in obtaining the Approvals. If any of the Approvals have not been obtained or occurred at or prior to Closing, Buyer may either waive the same and proceed to Closing or cancel this Agreement. In the event Buyer elects to cancel the Agreement as provided herein, Closing Agent shall immediately return the Deposit to Buyer and neither party shall have any further obligations hereunder.

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

**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: Santaquin City  
Attention: City Manager  
275 West Main Street  
Santaquin, Utah 84655

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



Buyer: BDS Commercial Enterprises, LLC  
9567 South 6000 West  
Payson, UT 84651

With a copy to: Law Office of David W. Steffensen, P.C.  
885 Baxter Drive  
South Jordan, Utah 84095

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; 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 act 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 10 business days of the execution hereof.

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



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

**SELLER:**

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

**DATE:** \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**DANIEL M. OLSON, Chair**

**ATTEST:**

\_\_\_\_\_  
Amalie R. Ottley, Secretary

STATE OF UTAH     )  
                              :ss  
COUNTY OF UTAH    )

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

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



**BUYER:**

\_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Title

STATE OF UTAH     )

:ss

COUNTY OF UTAH   )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me,  
\_\_\_\_\_ who, after being duly sworn, acknowledged to me that he/she is authorized to  
execute this document and who executed the same.

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



**EXHIBIT A**

**DESCRIPTION OF THE PROPERTY**







## **EXHIBIT B**

### **INDUSTRIAL PARK ARCHITECTURAL STANDARDS**

#### **Industrial Park Building Architectural Standards:**

1. **Development Theme:** The architectural standards for the industrial park property are intended to focus on the rural character and theme of the area. Building designers should consider the natural colors and materials of the surrounding area in concert with agrarian, craftsman, and other similar rural forms when preparing plans for new building construction. The following standards should serve as the minimum to which new developments will adhere to, and designers are encouraged to incorporate other elements which may further the city's desires and intent.
2. **Minimum Building Footprint:** No minimum square foot requirements are specified for the industrial park property.
3. **Maximum Heights:** The maximum height of buildings on the Property shall be forty-eight feet (48'). However, architectural elements (e.g., domes, towers, spires, crosses, cupolas, finials, etc.) may exceed this maximum height limit, when specifically approved through the architectural review process.
4. **Buildings Materials:**
  - a. **Primary Exterior Materials:**
    - i. Primary exterior finish materials shall make up at least forty percent (40%) of the building after the transparent area is deducted. The percentage shall be based on the entire area of the building. Rear and side elevations regularly visible from adjacent public rights of way should have at least twenty percent (20%) primary exterior finish materials. Rear elevation or service area visibility considerations shall take into account planned landscaping, fencing, and topographic viewing limitations.
    - ii. Primary exterior finish materials shall be low reflectance and have natural textures. Examples of permitted primary exterior materials include: stone, brick, split faced block, cut stone, decorative horizontal metal siding products, 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 forty feet (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.



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

**RESOLUTION 01-03-2023-CDA  
SALE OF REAL PROPERTY**

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

**WHEREAS**, the Agency has adopted a Project Area Plan in furtherance of its purposes, which include economic development within the Project Area; and

**WHEREAS**, the Agency owns certain real property known as Utah County Parcel Number 32:009:0098, which is more particularly described in Exhibit A hereto ("the Property"); and

**WHEREAS**, the Agency has determined that the best interests of the Agency, Santaquin City, and its residents will be served by the sale of the Property as outlined in the Agreement;

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

**SECTION 1:** The terms and conditions set forth in the attached Agreement concerning the sale of the Property are in the best interests of the Agency and Santaquin City, Utah.

**SECTION 2:** The Board of the Community Development and Renewal Agency of Santaquin City accepts the terms and conditions outlined in said Agreement and approves the sale of the Property pursuant to said terms and conditions.

**SECTION 3:** The Agency Board authorizes Chair Daniel M. Olson to execute all documents necessary to complete the sale of the Property pursuant to said terms and conditions.

**SECTION 4:** This Resolution shall become effective immediately upon passage.

**APPROVED AND ADOPTED THIS 3<sup>rd</sup> DAY OF January 2023.**

\_\_\_\_\_  
Daniel M. Olson, Board Chair

Attest:\_\_\_\_\_

\_\_\_\_\_  
Amalie R. Ottley, Secretary

Board Member Art Adcock

Board Member Elizabeth Montoya

Board Member Lynn Mecham

Board Member Jeff Siddoway

Board Member David Hathaway

Voted \_\_\_\_\_

Voted \_\_\_\_\_

Voted \_\_\_\_\_

Voted \_\_\_\_\_

Voted \_\_\_\_\_



## REAL PROPERTY PURCHASE AGREEMENT

**THIS REAL PROPERTY PURCHASE AGREEMENT** (this “Agreement”) is made and entered into by and between the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”) and **Greenhalgh Construction, Inc.**, a **Corporation** 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 3.53 acres (“the Property”), which is more particularly described in Exhibit A attached hereto; and

WHEREAS, Buyer intends to construct an 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 any money in lieu of water and/or water right dedication requirement for the Property, which requirements are 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.

**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 “Commercial, Heavy,” “Commercial, Industrial Equipment Sales,” “Commercial, Retail Sales and Services,” “Automotive Service and Repair,” “Industry, Light,” or “Industry, Medium” 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.** 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 to Seller for the construction of the needed City Sewer System improvements. The Parties shall mutually agree by August 1, 2023 which of the aforementioned options shall be selected. In the event that a Septic System is the option selected, Seller will refund the payment of \$25,000 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.

**d.** All development and use of the Property shall comply with the landscape provisions of the Santaquin City Code.

**e.** 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.

**f.** 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.

**g.** 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 fencing.

**h.** 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 as permitted by Santaquin City Code 10.44. No pole signs, or other free-standing signs will be allowed anywhere on the Property.

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



j. 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.

k. 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.

l. Buyer agrees to provide Santaquin City an easement to access existing Santaquin City infrastructure located adjacent to the Property, in the form attached hereto as Exhibit A.

**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.c 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.

d. Seller shall provide any and all improvements to the existing paved surface of Summit Ridge Parkway as deemed necessary by Seller for the reasonably anticipated use of the roadway from Highway 6 to and across the frontage of the Property. Buyer shall cooperate with Seller in determining what if any improvements will be necessary. Such improvements shall be completed by Seller at its sole expense within 365 days of Closing. This Agreement does not anticipate any expansion of the width of the paved surface 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. Buyer shall cooperate with Seller in determining what if any improvements will be necessary. Such improvements shall be completed by Seller at its sole expense within 365 days of Closing.



**4. Purchase Price.** The Purchase Price for the Property is One Hundred and Thirty-Eight Thousand Nine Hundred Dollars (\$138,900) per acre (I.e. \$ 138,900.00 x 3.53 acres = \$ 490,317.00), which amount does not include the optional \$25,000 for Buyer financial participation for City Sewer System improvements as provided in Subparagraph 2.c.. 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, which Deposit shall be applied to the purchase price at Closing. In addition to the Deposit, Buyer shall pay Seller the sum of Fifty Thousand Dollars (\$ 50,000.00) at Closing. Also at Closing, Buyer shall deliver to Seller a fully executed promissory note in the amount of \$ 390,317.00, in the form attached hereto as Exhibit C (the "Note"), which Promissory Note shall be secured by a trust deed. Together, the Deposit, the sum of \$ 50,000.00 delivered by Buyer to Seller at Closing, and the amount set forth in the Note, shall equal the Purchase Price.

**a.** Seller understands that Buyer desires to work with Seller to install some portion of the infrastructure improvements that Seller is responsible to provide to the West Fields Project Area as described in subparagraphs 3.a. and 3.b. above. Seller agrees to advise Buyer in writing of the bidding schedules for such infrastructure projects during the one-year period following the execution of this Agreement and to allow Buyer to present bids for the completion of such work and to consider said bids in accordance with subparagraph 4.b.

**b.** Buyer shall comply with all applicable bidding and procurement policies and procedures of Santaquin City in providing bids for any infrastructure improvements anticipated by this paragraph 4. In the event Seller determines that Buyer is the lowest responsible bidder for any such project, Seller may award the contract for such project to Buyer and Buyer may apply amounts due for the completion of such work, to the Note up to the total amount of the Note. Nothing in this subparagraph 4.b shall extend the time for payment of the Note.

**c.** Notwithstanding anything to the contrary in this paragraph 4, Seller shall not be obligated to award any contract for construction of infrastructure improvements to Buyer. All contracts for construction of infrastructure improvements shall be awarded pursuant to applicable laws, ordinances, rules, and regulations, and shall be consistent with the best interests of the residents of Santaquin City.

**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 (February 1, 2023). "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 sum of \$ 50,000.00 (payable to Seller);

(ii) the Deposit;

(iii) the Promissory Note described in paragraph 4;

(iv) the Trust Deed described in paragraph 4; and

(iv) 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 (January 17), 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, 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 Corporation 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 and Buyer warrant, each to the other, that they have not dealt with any finder, broker or realtor in connection with this Transaction. Each Party shall and does hereby indemnify the other Party against, and agrees to hold such other Party harmless from, any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or this Transaction based on any act by or agreement or contract with the indemnifying Party, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by the other Party on account of or arising from any such claim, demand or suit.

**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  
275 West Main Street  
Santaquin, Utah 84655

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

Buyer: **Greenhalgh Construction, Inc.**  
135 West 200 North  
P.O. BOX 219  
SANTAQUIN, UT 84655

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**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 act which may be necessary or proper to carry out the purposes of this Agreement.

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

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

**28. Interpretation.** In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. This Agreement has been divided into paragraphs and subparagraphs for convenience only and the paragraph headings contained herein are for purposes of reference only, which shall not limit, expand, or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neutral gender, and the term



"person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association or any combination thereof.

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

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

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



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

**SELLER:**

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

**DATE:** \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
**DANIEL M. OLSON, Chair**

**ATTEST:**

\_\_\_\_\_  
Amalie R. Ottley, Secretary

STATE OF UTAH     )  
                              :ss  
COUNTY OF UTAH    )

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

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



**BUYER:**

**Kirk L. Greenhalgh**

\_\_\_\_\_

**DATE:** \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**Title**

STATE OF UTAH     )  
                              :SS  
COUNTY OF UTAH   )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me,  
\_\_\_\_\_ who, after being duly sworn, acknowledged to me that he/she is authorized to  
execute this document and who executed the same.

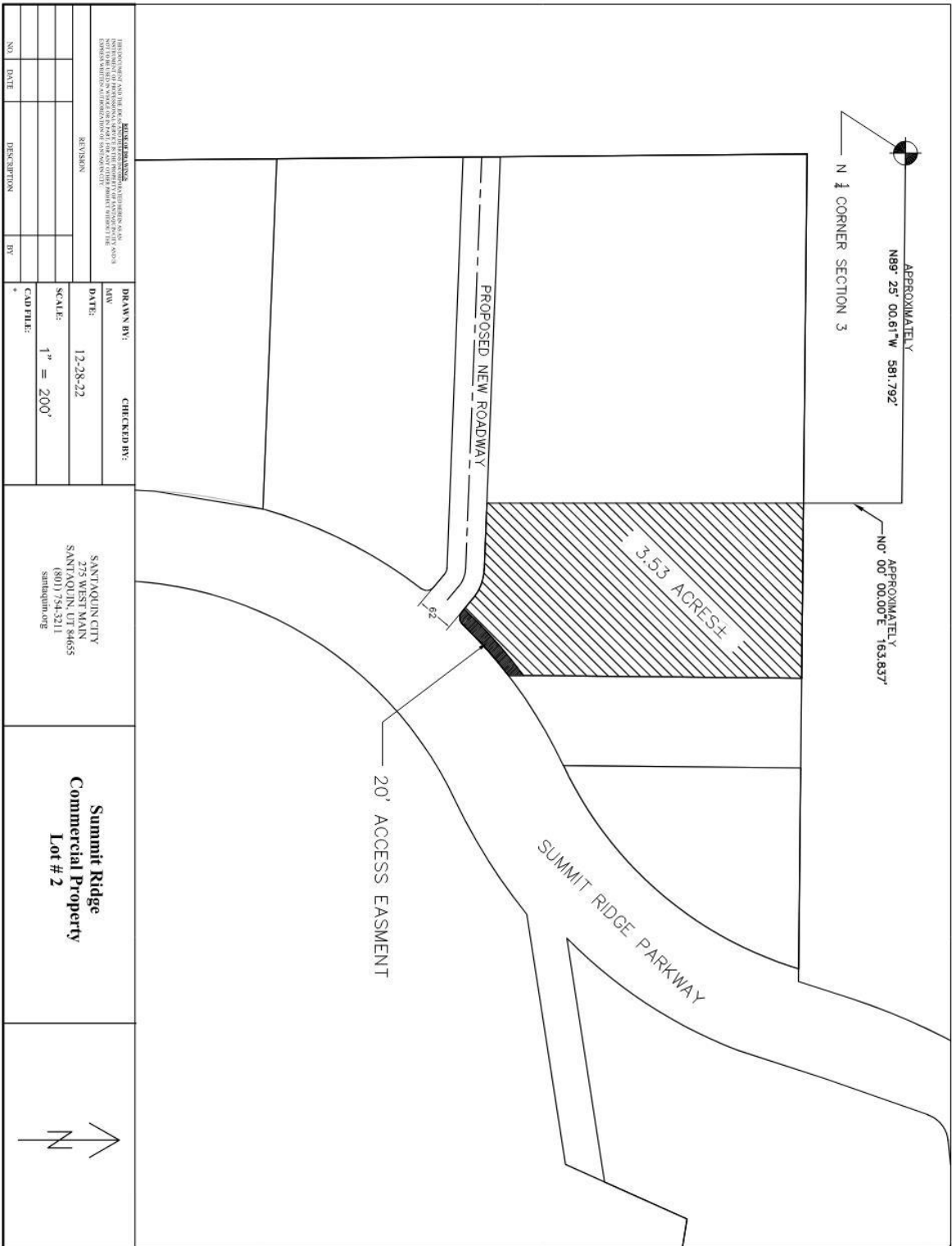
Notary Public \_\_\_\_\_



**EXHIBIT A**

**DESCRIPTION OF THE PROPERTY AND ACCESS EASEMENT**







## **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**  
**PROMISSORY NOTE**



**PROMISSORY NOTE**  
**Secured by Trust Deed With Assignment of Rents**

\$Three Hundred Ninety Thousand, Three Hundred and Seventeen Dollars (\$390,317.00)

Provo, Utah

\_\_\_\_\_, 20\_\_\_\_

FOR VALUE RECEIVED, **Greenhalgh Construction, Inc.**, as "Maker," promises to pay to the Order of the Community Development and Renewal Agency of Santaquin City, 275 West Main Street, Santaquin, UT 84655, or at such other place as the holder hereof may designate in writing, the principal sum of Three Hundred Ninety Thousand, Three Hundred and Seventeen Dollars (\$390,317.00), payable on or before [December 31, 2023]. Interest shall accrue on the unpaid principal at the rate of Twelve percent (12%) per annum from and after the date hereof.

Any principal not paid when due shall, at the option of the legal holder hereof, bear interest, from the date of the default at the rate of twelve percent (12%) per annum until paid. All payments shall be applied first to interest and then to principal. Any payment that is made later than five (5) days from its due date shall accrue a late fee of five percent (5%) of the amount of the delinquent payment. Any portion of interest and principal may be repaid at any time without penalty.

If: (a) any payment provided for hereunder is not paid in full when due; or (b) a petition is filed seeking that Maker be adjudged a bankrupt; or (c) Maker makes a general assignment for the benefit of creditors; or (d) Maker breaches any provision of any agreement securing this Note; or (e) Maker suffers the appointment of a receiver, the entire unpaid balance of both principal and accrued interest shall, at the option of the holder hereof and without notice or demand, become immediately due and payable. The acceptance of any payment after the occurrence provided for in this paragraph shall not constitute a waiver of such right of acceleration with respect to such default or event or any subsequent default or event.

If payment under the terms of this Note is not made, or any obligation provided to be satisfied or performed under any instrument given to evidence or secure the obligations evidenced hereby, is not satisfied or performed at the time and in the manner required, the Maker agrees to pay any and all costs and expenses which may be incurred by the holder hereof in connection with the enforcement of any of its rights under this Note, including court costs and reasonable attorney's fees.

The Maker waives presentment for payment, protest, demand, notice of protest, notice of dishonor, and notice of non-payment, and expressly agrees that this Note, or any payment hereunder, may be extended from time to time by the holder hereof without in any way affecting the liability of the Makers.

This Note is secured by a Trust Deed With Assignment of Rents of even date hereof. The Maker agrees that this Note shall be governed by and construed in accordance with federal law and the laws of the State of Utah.

\_\_\_\_\_  
Maker

\_\_\_\_\_  
Title



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

**RESOLUTION 01-04-2023-CDA  
SALE OF REAL PROPERTY**

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

**WHEREAS**, the Agency has adopted a Project Area Plan in furtherance of its purposes, which include economic development within the Project Area; and

**WHEREAS**, the Agency owns certain real property known as Utah County Parcel Numbers 32:009:0098 & 32:009:0097, which are more particularly described in Exhibit A hereto ("the Property"); and

**WHEREAS**, the Agency has determined that the best interests of the Agency, Santaquin City, and its residents will be served by the sale of the Property as outlined in the Agreement;

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

**SECTION 1:** The terms and conditions set forth in the attached Agreement concerning the sale of the Property are in the best interests of the Agency and Santaquin City, Utah.

**SECTION 2:** The Board of the Community Development and Renewal Agency of Santaquin City accepts the terms and conditions outlined in said Agreement and approves the sale of the Property pursuant to said terms and conditions.

**SECTION 3:** The Agency Board authorizes Chair Daniel M. Olson to execute all documents necessary to complete the sale of the Property pursuant to said terms and conditions.

**SECTION 4:** This Resolution shall become effective immediately upon passage.

**APPROVED AND ADOPTED THIS 3<sup>rd</sup> DAY OF January 2023.**

\_\_\_\_\_  
Daniel M. Olson, Board Chair

Attest:\_\_\_\_\_

\_\_\_\_\_  
Amalie R. Ottley, Secretary

Board Member Art Adcock

Board Member Elizabeth Montoya

Board Member Lynn Mecham

Board Member Jeff Siddoway

Board Member David Hathaway

Voted \_\_\_\_\_

Voted \_\_\_\_\_

Voted \_\_\_\_\_

Voted \_\_\_\_\_

Voted \_\_\_\_\_



## REAL PROPERTY PURCHASE AGREEMENT

**THIS REAL PROPERTY PURCHASE AGREEMENT** (this “Agreement”) is made and entered into by and between the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”) and **Hyve Homes, Inc.**, a **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 3.44 acres (“the Property”), which is more particularly described in Exhibit A attached hereto; and

WHEREAS, Buyer intends to construct an 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, Buyer desires to have the option to purchase more than the initial property acreage of 3.44 Acres. This Additional Property comprises approximately 6.26 acres (“the Additional Property”), which is more particularly shown in Exhibit C attached hereto; 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 any money in lieu of water and/or water right dedication requirement for the Property, which requirements are 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.

**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 "Commercial, Heavy," "Commercial, Industrial Equipment Sales," "Commercial, Retail Sales and Services," "Automotive Service and Repair," "Industry, Light," or "Industry, Medium" 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.** 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 to Seller for the construction of the needed City Sewer System improvements. The Parties shall mutually agree by August 1, 2023 which of the aforementioned options shall be selected. In the event that a Septic System is the option selected, Seller will refund the payment of \$25,000 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.

**d.** All development and use of the Property shall comply with the landscape provisions of the Santaquin City Code.

**e.** 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.

**f.** 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.

**g.** 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 fencing.

**h.** 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 as permitted by Santaquin City Code 10.44. No pole signs, or other free-standing signs will be allowed anywhere on the Property.

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

**j.** 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.

**k.** Buyer acknowledges that no staging, crushing, sorting, 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.

**l.** Buyer agrees to provide Santaquin City continued, and uninterrupted access to existing Santaquin City buildings and infrastructure located adjacent to the Property. This access shall be from the access located on Summit Ridge Parkway (or another mutually agreed upon location) to the existing pump house located on the adjacent Santaquin City property.

**m.** The Parties agree to an option where Buyer may purchase additional property in an approximate amount of up to 6.26 acres within the area shown in Exhibit C attached hereto ("Additional Property"). The option shall run for a period of time beginning on January 4, 2023, and ending on January 4, 2025 (the "Option Period"). Pursuant to this option, Buyer may purchase all or part of the Additional Property in one or more transactions during the Option Period. The price per acre for Additional Property purchased from January 4, 2023, through October 1, 2023, shall be the price per acre set forth in paragraph 4 of this Agreement (the "Base Price") with no additional premium. The price per acre for Additional Property purchased from October 2, 2023 through January 4, 2024, shall be the Base Price plus an additional premium of \$10,000.00 per acre. The price per acre for Additional Property purchased from January 5, 2024 through January 4, 2025, shall be the Base Price plus an additional premium of \$20,000.00 per acre. As consideration for the option, within five (5) days of Closing, Buyer shall pay Seller the sum of \$62,600.00 (the "Premium Deposit"), which amount shall apply to any Premium. Any amount of Premium Deposit that has not been applied to additional premiums on Additional Property at the end of the Option Period shall be divided equally between Buyer and Seller. The Parties agree that all provisions contained in this Subparagraph 2.m. shall apply to any Additional Property purchase as described in Exhibit C. Any Additional Property purchased shall be subject to all Santaquin City ordinances and regulations, including but not limited to impact fees, City Sewer System improvements, and additional water requirements.

**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.C 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.

**d.** Seller shall provide any and all improvements 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. Buyer shall cooperate with Seller in determining what if any improvements will be necessary. Such improvements shall be completed by Seller at its sole expense within 365 days of Closing. This Agreement does not anticipate any expansion of the width of the paved surface 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. Buyer shall cooperate with Seller in determining what if any improvements will be necessary. Such improvements shall be completed by Seller at its sole expense within 365 days of Closing.

**4. Purchase Price.** The Purchase Price for the Property is One Hundred and Seventy-Five Thousand Dollars (\$ 175,000.00) per acre (I.e. \$ 175,000.00 x 3.43 acres = \$ 600,250.00), which amount does not include the optional \$25,000 for Buyer financial participation for City Sewer System improvements as provided in Subparagraph 2.c. above, which amount also does not include the Premium Deposit of \$67,200 set forth in Subparagraph 2.m. above. 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, which Deposit shall be applied to the purchase price 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 (April 15, 2023). "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; and

(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); and

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

## **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. Sellers' Disclosures.**

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

**b.** Within 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 (February 1), 2023, Seller shall make available to Buyer, at Buyer's request and at Seller's offices, 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, Buyer's satisfactory completion of such evaluations and inspections as Buyer may deem reasonably necessary in its sole and absolute discretion ("the Approvals"). The Approvals shall be sought and conducted by persons selected by Buyer, and Buyer shall pay all costs in connection with the Approvals. At any time prior to Closing, Buyer and/or its designees shall have the right to enter upon the Property to make such evaluations and inspections as Buyer may deem reasonably necessary. Buyer agrees to employ reasonable care in entering onto the Property so as to cause minimum disturbance to the Property and to defend, indemnify and hold Seller free and harmless from and against any loss, cost, claim, damage and/or liability directly



or indirectly arising or resulting from Buyer entering upon the Property. Seller agrees to fully cooperate with Buyer, to disclose all information relating to the Property as required by this Agreement, and to execute all applications, authorizations and other documentation, at no cost or risk to Seller, as reasonably requested by Buyer to assist Buyer in obtaining the Approvals. If any of the Approvals have not been obtained or occurred at or prior to Closing, Buyer may either waive the same and proceed to Closing or cancel this Agreement. In the event Buyer elects to cancel the Agreement as provided herein, Closing Agent shall immediately return the Deposit to Buyer and neither party shall have any further obligations hereunder.

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

**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: Santaquin City  
Attention: City Manager  
275 West Main Street  
Santaquin, Utah 84655

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

Buyer: Hyve Homes, Inc.  
30 East Deermeadow Circle  
Woodland Hills, UT 84653

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**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; 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 act 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 10 business days of the execution hereof.

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

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

**SELLER:**

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

**DATE:** \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**DANIEL M. OLSON, Chair**

**ATTEST:**

\_\_\_\_\_  
Amalie R. Ottley, Secretary

STATE OF UTAH     )  
                                  :ss  
COUNTY OF UTAH    )

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

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



**BUYER:**

Jimmy DeGraffenried

\_\_\_\_\_

**DATE:** \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

**Title**

STATE OF UTAH     )  
                                      :SS  
COUNTY OF UTAH    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me,  
\_\_\_\_\_ who, after being duly sworn, acknowledged to me that he/she is authorized to  
execute this document and who executed the same.

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





## **EXHIBIT 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

## ADDITIONAL PROPERTY

