



CITY COUNCIL REGULAR MEETING

Tuesday, December 14, 2021, at 7:00 PM
Court Room/Council Chambers (2nd Floor) and Online

MEETINGS HELD IN PERSON & ONLINE

The public is invited to participate as outlined below:

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

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

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

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

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

ADA NOTICE

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

AGENDA

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION / INSPIRATIONAL THOUGHT

DECLARATION OF POTENTIAL CONFLICTS OF INTEREST

CONSENT AGENDA (MINUTES, BILLS, ITEMS)

Minutes

- [1.](#) 11-02-2021 Council Meeting Minutes

Bills

- [2.](#) Invoice Register - 12-10-2021 - \$1,199,653.14

Items

- [3.](#) Out of State Travel Request - Police
- [4.](#) Resolution 12-01-2021 – Deferral Agreement for Ryan Lind 2-lot Subdivision
- [5.](#) Resolution 12-02-2021 – Voter Participation Area Designation
- [6.](#) Resolution 12-03-2021 – Opioid Settlement
- [7.](#) Resolution 12-04-2021 - Employee Handbook Amendments
- [8.](#) Resolution 12-05-2021 - Financial Management Policies
- [9.](#) Ordinance 12-01-2021 - Amendment of Financial Administration Code

PUBLIC FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS

Recognitions

10. Recognition of Councilmember Nick Miller for Years of Service

Presentations

- [11.](#) City Council Vacancy Public Statements & Findings

Public Forum

Appointments

12. Planning Commission
13. Community Services Board
14. Historic Preservation Board
15. RAP Tax Committee

FORMAL PUBLIC HEARING

16. Public Hearing - Budget Amendment (1) - FY2021-2022

BUILDING PERMIT & BUSINESS LICENSE REPORT

- [17.](#) BUILDING PERMIT & BUSINESS LICENSE REPORT - 12-10-2021

NEW BUSINESS

18. Audit Presentation from Larson & Company for FY2020-2021
19. Discussion & Possible Action – 300 West Two-Way Traffic
- [20.](#) Ordinance 12-02-2021 – Santaquin Estates – Comm & R-10 PUD Zone Change
- [21.](#) Resolution 12-06-2021 – Santaquin Estates – Development Agreement
22. Discussion & Possible Action – Santaquin Estates – Preliminary Approval
- [23.](#) Ordinance 12-03-2021 – Grey Cliffs – Commercial & R-10 Zone Change
- [24.](#) Resolution 12-07-2021 – Grey Cliffs Development Agreement Amendment

- [25.](#) Resolution 12-08-2021 – Budget Amendment (1) FY2021-2022
- [26.](#) Resolution 12-09-2021 – Podium Service Agreement
- [27.](#) Discussion & Possible Action – Guaranteed Maximum Price – Tank & Booster Pump
- [28.](#) Discussion & Possible Action - City Hall Interior Authorization Approval Order
- [29.](#) Discussion & Possible Action - Water Rights Work - Hansen, Allen & Luce - \$32,878

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

City Manager Benjamin Reeves

Assistant City Manager Norm Beagley

Community Development Director Jason Bond

REPORTS BY MAYOR AND COUNCIL MEMBERS

Mayor Hunsaker

Council Member Miller

Council Member Montoya

Council Member Mecham

Council Member Hathaway

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

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

ADJOURNMENT

CERTIFICATE OF MAILING/POSTING

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

BY:



K. Aaron Shirley, City Recorder



CITY COUNCIL REGULAR MEETING

Tuesday, November 02, 2021, at 7:00 PM
Court Room/Council Chambers (2nd Floor) and Online

Minutes

ROLL CALL

PRESENT

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

PLEDGE OF ALLEGIANCE

Led by Dave Hathaway.

INVOCATION / INSPIRATIONAL THOUGHT

Offered by a resident in attendance.

DECLARATION OF ANY CONFLICT OF INTEREST

Mayor Hunsaker declared that he is an employee only Vancon who has a contract with the city. He is an employee only and has no ownership interests.

CONSENT AGENDA (MINUTES, BILLS, ITEMS)

Minutes

1. 10-19-2021 Council Work Session Minutes
2. 10-19-2021 Council Meeting Minutes

Bills

3. Invoice Register - 10-29-2021 - \$410,494.03

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

Seconded by Council Member Hathaway.

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

PUBLIC FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS

Public Forum

No public comments for public forum.

4. Volunteer of the Month - Paige Steele

The award was presented by Assistant City Manager Beagley, "Our November 2021 Volunteer of the Month is Paige Steele. Paige has volunteered for the past seventeen plus years with our

Orchard Days Rodeo, Rodeo Queen Contest and Little Buck-A-Roo Rodeo. She started as a ticket collector for the rodeo in her first year to now heading up the committee which plans and coordinates the two rodeos and queen contest. She has been at the head of these committees for the past six years. As many know, our Orchard Days Rodeo was awarded the prestigious RMPRA for eight years straight. It is through the dedicated hard work and leadership of Paige, with a lot of help from the Roping Club, that our rodeo is so spectacular and known throughout the region. Paige and her husband, Jeff, have lived in Santaquin for the past thirty-nine years and raised four children here. They now have ten grandchildren. She works full time as a Home Health and Hospice Nurse. In her free time, if there is any, she spends time watching her children's and grandchildren's sporting events, attends other rodeos, cares for their eight horses, enjoys boating, and frequents Disneyland. Thank you, Paige, for your outstanding and longstanding volunteerism on behalf of Santaquin City and Orchard Days. Your contribution has been phenomenal and very appreciated." A photo was taken with the Mayor.

FORMAL PUBLIC HEARING

5. 300 West - Two Way Traffic - Public Hearing

Motion made by Council Member Miller to enter into the public hearing.

Seconded by Council Member Mecham.

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

Assistant City Manager Beagley gave some background with the issue.

Name: Andrew Goudy

Comment: Has seen a lot of mistakes on this road since the 1950's and 1960's and it's always been a narrow road. Doesn't believe that it was ever intended to be an artery road but it is and the city has to try and address it. Has to go one or two blocks before he can get out of his street. Would not like to see the street become a two-way again for safety of kids and for the parking issues. Everyone who has been in favor of returning 300 west has a concern about one day a week going in a roundabout way to get to church but no one who lives along 300 west has complained about going up a couple of blocks.

Name: Andrea Urban

Comment: Is a resident of 3rd West and has several concerns that she would like to address. Removing parking on the west side of the road would mean it would be very narrow and vehicles would be driving inches from the sidewalk where pedestrians walk. If a driver is distracted and drifts then they are on the sidewalk. The parking on the street shown in a photo in the most recent work meeting was taken during the day and does not show the full extent of the parking issues on both sides of the street during the night. Some clear signage, clear white lines, and a one-way painted arrow with flashing signs and some education of residents could help abate the problem of residents driving against going against one-way traffic. The statement of the needs of the many outweigh the needs of the few doesn't put into consideration the fact that the inconvenience of the many is minimal of keeping the street one-way when compared to the benefits of the few of keeping the street one-way.

Name: Tina Ward

Comment: Was told by the city that the street would be turned back into a two-way street and believes that statement should be honored and fulfilled. Sees people late at night going the wrong way all the time. The street should go back to two-way.

Name: Orin Ward

Comment: Noticed that all the vehicles on both sides of the streets made it very difficult to navigate and believes that it should be two-way again.

Name: Lyall Ward

Comment: Was told by the city that the street would be turned back into a two-way street and believes that statement should be honored and fulfilled. Does not appreciate going the long way around to get to his church on the corner. Would like to see the street go back to two-way.

Name: Terri Kirk

Comment: Took photos right before the Council meeting and there were cars on the sidewalk - converting the street to two-way would make it worse. The current set up helps get kids to school and back walking safely and making it two-way would endanger kids. Parking is a problem and we need to enforce the one-way as it is to stop people from breaking the law. Sees cars go the wrong way all the time but they don't make it to Main street they turn left on 100 to get to 200 west to get the light anyway.

Name: Jeff Siddoway

Comment: Drives 300 West frequently and knocks on the doors of the street of all 35 houses along the street and talked with 23 homes. 3 residents said that they didn't care with 1 saying that they didn't care because the city wouldn't do anything anyway. The other 18 said that they supported keeping it one-way.

Name: Alicia Mason

Comment: Has lived on 300 West for 12 years. Believes 300 West is the worst road in Santaquin. Took out the grass strip to put in cement strip which was expensive and took away from the road even more and she believes that was a bad decision. Has lived in 10 different states and in not one has it been okay to park on the sidewalk but here it is and you can't walk on the sidewalk.

Name: Keela Goudy

Comment: Lifetime resident of 65 years and agrees with so much of what has been said but wanted to emphasize that the twin homes put on 300 west were a mistake to not have been built with a two-car garage. Did not agree with taking out the greenspace strip because it narrowed the road even further and the city should've taken out the greenspace strip and the curb and gutter to widen the road. There are children that play in that road and keeping it one-way will make a safer environment.

Name: James Walker

Comment: Believes that the road is safer now as a one-way than what could possibly happen with a two-way. There is a law in Santaquin of cars not being allowed to park on the street during the winter time and if the road is made two-way then how will that work.

Name: Shauna Walker

Comment: Agrees with many comments that have been said. Wanted to comment on mailboxes and it's hard to park without affecting mailboxes and there isn't enough room to park if it's made two-way.

Name: Michael Evans

Comment: Has almost hit kids in the road and believes that there should be some additional asphalt, if possible, there is a lot things to fix on that road but changing it to two-way is not the right decision.

Name: Miriam Quisenberry

Comment: Lives in one of the twin homes along 300 west and has been there for 3 1/2 years and agrees with the comments for keeping it one-way. Feels sorry for those who have to go in a round about way to get to church but after living in other states it takes quite a bit longer to get

to church. It's difficult to navigate cars as is and kids play in driveways and making the street two-way would affect the safety of the kids.

Name: Kent Lowgess

Comment: Lives along 300 west and agrees with many of the comments said about keeping the street one-way but there hasn't been a comment about speeds and speed should be addressed.

Name: Alex Mansfield

Comment: Echoes many of the comments made tonight about how bad and unsafe the street would be if made two-way. There is no room for error currently in navigating 300 west and it would be even worse if made two-way.

Name: Ryan Lind

Comment: 300 west does not currently meet city code and international fire code and whichever way the city chooses to go with this issue they should meet this standard of having 28 feet of access for fire access.

Name: Zelma Nelson

Comment: Said she understands the concerns about making the street two-way but kids being in street should be the responsibility of parents and is currently issue in a one-way street. Maybe speeding on this street is because they know nobody is coming the other way but speeding is a concern that the police should address. Was told that 300 west would go back to two-way once Apple Valley Elementary was built and it's been 4 years.

Name: Keith Judd

Comment: Agrees that going back to a two-way on 300 west would be a huge mistake. The road width does not accommodate a two-way in any safe way. The minimum safe buffer between street and sidewalk is 5 feet. Parking on sides of the road tends to slow traffic which is a safety measure of the pedestrians. Plowing in the winter will bring snow onto the sidewalk which becomes an issue for the residents. Agrees that there are some simple measures and signage to show that it's a one-way street that could abate the occasional wrong-way traffic. The safety hazard of a two-way street far is far more serious than the convenience of making 300 west two-way.

Name: Glenn Groves

Comment: Walked along 300 west to check the parking. For everyone that lives on the west side of the street there was not one car from the west side of the street that belonged to the west side of the street and the parking issues come from the east side of the street.

Name: Cory Corevich

Comment: Agrees that the one-way should stay a one-way, lives along 300 west and would prefer to have the safety of the kids be a priority. Has lost parking in front of her home because of the parking on the sidewalk and it's no good. It's like a speed bump getting in and out of her home. Sidewalk is too wide and took away too much from the street.

All emails sent to the public comment email address and read by the City Recorder will be attached to the minutes.

Motion made by Council Member Miller to close out the public hearing.

Seconded by Council Member Bowman.

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

NEW BUSINESS

Resolutions

6. Resolution 11-01-2021 - Amendment to the Payson-Santaquin Area Chamber of Commerce Agreement

Was discussed in the October 19th, 2021 City Council Work Session.

Motion made by Council Member Hathaway to approve Resolution 11-01-2021 - Amendment to the Payson-Santaquin Area Chamber of Commerce Agreement.

Seconded by Council Member Mecham.

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

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

City Manager Benjamin Reeves

- Nothing to report.

Assistant City Manager Norm Beagley

- Pickleball courts will begin construction next week.
- Great work by Community Services staff for Spooky Night at the Museum with fantastic participation by residents.

REPORTS BY MAYOR AND COUNCIL MEMBERS

Mayor Hunsaker

- Business of the Year for the Payson-Santaquin Chamber of Commerce is up for voting and nominations and would accept any nominations.
- Thanked residents for the turn out for the trunk-or-treat event.

Council Member Miller

- Had interviews for administrative assistant in the police department and an offer was extended and she will start in two weeks.
- Would like to investigate the safety issues brought up by the residents.

Council Member Montoya

- Was very grateful for the participation in the public hearing tonight on 300 west and would like some additional studies on fire access not currently meeting code and international fire code whether it goes to two-way or stays one-way.
- The Spooky Night at the Museum had great success and the Youth Council had a great time volunteering.
- The Utah League of Cities and Towns is prepping for updates on the upcoming legislative session.

Council Member Mecham

- Thanks to everyone who works in the city.
- Appreciates all of the participation from the public in the public hearing for 300 west. Would like more study into the safety issues and meeting city and fire code even if we must delay the action for further down the road.

Council Member Hathaway

- Attended a S.U.M.W.A. meeting where there were some updates where Spanish Fork has already bought some shares of Central Utah Water. There are 24,000-acre feet of water that S.U.M.W.A. has right to from Central Utah Water but there are indications that other cities may not want it or may not want to pay the higher costs for it. Santaquin City currently has 900 plus or minus acre feet and are encouraged to take those shares those other cities don't want but Spanish Fork has stepped up to say that they will take 1,000 acre feet of that water. Down the road a few years it will be interesting to see if other cities do need more of these acre feet of water or don't need it but it would be in the best interest of the city to try and get more acre feet than what is currently allocated.
- Thanked the Community Services staff and Youth City Council for the trunk-or-treat.
- Has had the chance to work with Paige Steele and it was great that she was recognized as volunteer of the month and that Santaquin won rodeo of the year again.
- Appreciated all the feedback from the public from the public hearing on 300 west.

Council Member Bowman

- Announced that effective tonight she will be resigning from the City Council. Since being elected she has been promoted in her career, travels once a month, and has six people she supervises and feels she cannot give her all in her position as City Councilmember. She ran for City Council after being the Orchard Hills PTA president and found that people complained but never did anything for the PTA and she complained about the city but realized she wasn't doing anything about it, so she ran for City Council. Since coming on Council she has realized how little she knew about how the city ran and how much effort goes into every decision. There was a comment in the public hearing of "darned if you do and darned if you don't" and that is darn true for every decision made by Councilmembers. She needs to give every extra second she has to her family and is willing to answer questions anyone may have. Mayor Hunsaker said he appreciated Councilmember Bowman and for what she's done and the efforts she's made in all her service. Assistant City Manager Beagley gave a thank you from staff for all that Councilmember Bowman has done and hopes all goes well for her and her family.

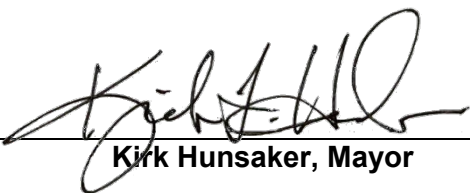
ADJOURNMENT

Motion made by Council Member Bowman to adjourn at 8:55 pm.

Seconded by Council Member Miller.

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

ATTEST:


Kirk Hunsaker, Mayor


K. Aaron Shirley, City Recorder

From: [Greg Fowkes](#)
To: [Public Comment](#)
Subject: 3 west road
Date: Monday, October 25, 2021 6:49:47 PM

I really have no skin in the game as it does not affect me yet. But it is hard to see on such a narrow street that has so many houses close together and some are renting out their basements to other families that you have enough parking going to a 2 way street. I walk my dog every day on that street and there are a lot of young children playing in the street (not their backyards) and I am concerned 2 lanes gives double the chance of them getting hurt.

If you make it two lanes then you need to widen the street to have the parking and the 2 lane traffic

greg

From: [Amber Brian](#)
To: [Public Comment](#)
Subject: 300 W needs to stay one way.
Date: Tuesday, November 2, 2021 7:58:33 PM

We have very little parking, get tickets for parking in the street in the winter because there is not enough driveway space and tore up our easement just to waste money. LEAVE OUR STREET ALONE. It will not make anyone commute any faster and will just cause more people to go faster down our street making it unsafe for our kids to play.

Leave our street alone and focus on more important things like widen the freeway ramp to i15 so it doesnt take 20 minutes to get out of town at 7:30 a.m.

Or put sidewalks on streets that don't have them and add more street lights to make our city safer to walk in.

Thank you,

Amber and David Brian
236 N 300 W St, Santaquin, UT 84655

From: [perfco](#)
To: [Public Comment](#)
Subject: 300 west (from mainstreet to 400 n.
Date: Tuesday, November 2, 2021 3:59:40 PM

Please put this road back to a 2 way street. This should never have been put a one way. We live down on 500 west and have go twice as far to get to church. WHAT AN INCONVENIENCE!

Sent from my T-Mobile 4G LTE Device

From: [Terri kirk](#)
To: [Public Comment](#)
Subject: 300 West
Date: Saturday, October 2, 2021 9:03:47 PM

I have lived on this street for 16 years i have been here when it was 2 way and now one way . I believe that to change it back to a 2way would be a very poor Idea as the street is not wide enough for 2 way traffic and parking . I belive we need to have our polive department start issuing tickets for those that go the wrong way . I have told many they were going the wrong way only to be yelled at and told they know and they have kept going.

Terri Kirk

From: [DARREN KATHY SWENSON](#)
To: [Public Comment](#)
Subject: 300 West Direction Change
Date: Monday, November 1, 2021 1:02:50 PM

Dear Mayor and City Council,

Thank you for proposing to put 300 West back to a two-way street. Apple Valley Elementry has been built for over three years now and residents on 500 West and others to the North have been inconvenienced by not having access to Main Street via 300 West. As residents on 500 West, we have four drivers in our household. We fully support and urge you to restore the two-way access. We will not always use it, if we plan on going east on Main Street out of town, we will most likely still go to the light for easy access to Main. However, there are many times when it would be so useful to be able to go up the street. Each Sunday and Wednesday we attend the church at the top of the road and it is very inconvenient to go around. Also when going to Family Dollar, Main Street Pizza, and the City Offices we find we have to backtrack to do so.

As residents we have observed, the only time the sidewalks are used are on Sundays when people walk to and from church. The street is not heavily trafficked, but people go the wrong way on it all the time to avoid the inconvenience, which is dangerous. We can imagine the frustration for the residents living at the top of the street, who need only go a few feet to get Main Street, but cannot legally do so.

As stated in the notice, the purpose of the one-way street has been fulfilled and is no longer needed. We are also aware that some residents on the street are enjoying the privacy the street has afforded them the last few years, even though they see it misused frequently and understand the dangers of that misuse. We hope you would remind them that this is a public street, not a private, and should be useful and safe to all residents.

Thank you,

From: [Matthew Parsons](#)
To: [Public Comment](#)
Subject: 300 West One or Two Way
Date: Tuesday, November 2, 2021 6:04:24 PM

To whom it may concern,

As a resident who lives on N 300 W. It is my belief that the road is too narrow to return to a two way street.

It would increase the traffic on an already narrow street. Lanes would be very narrow with parking on the east side which would put traffic very close to the sidewalk on the west side. Locations for garbage cans would be very limited, as well as mail boxes.

I believe keeping the one way street is the best option. However, it does need to be more clearly marked as a one way street. The current markings are insufficient to clearly identify it as such.

Sincerely,
Matt Parsons

From: [Sheri Taylor](#)
To: [Public Comment](#)
Subject: 300 West proposed two-way traffic restoration.
Date: Thursday, October 21, 2021 11:59:06 AM

I would like to share my opinion on the 3rd West restoration.

I want to see two way traffic restored to 300 west. Currently with parking on both sides it is extremely dangerous!

You can hardly drive north now with all the parking making it much more dangerous for kids darting in the street!

I am very much for restoring it to a two way street. Parking on only one side will make it much better!

Thanks so much!
Sheri Taylor
652 N. 330 W.
Santaquin

From: [Pamela Johnson](#)
To: [Public Comment](#)
Subject: 300 West public hearing
Date: Saturday, October 23, 2021 4:21:58 PM

I live one house away from the 300 West one way portion and am in favor of leaving it One Way. First, the street is much quieter and 2nd, I think it is unfair to residents on the west side to be denied street parking, especially for visitors. They all have short driveways that are enough for their vehicles but not much extra.

I don't know why anyone would want to use it as a feeder to Main Street from the North since the light at 200 is the best way to get onto Main. Since the Summit Ridge connector was opened the traffic on Main has increased making it quite a wait to exit at 300 (which some do who live in the new apts.) Let's not make it worse for the residents on 300 just so people up north might use it as a feeder to Main when 200 is perfectly able to handle it without impacting the residents parking.

People on the East side of the street, especially in the town homes will still park over the sidewalk no matter what happens, probably more if it returns to 2 way.

Pam Johnson

From: [Katie Blake](#)
To: [Public Comment](#)
Subject: 300 West
Date: Monday, November 1, 2021 10:07:31 PM

My name is Katie Blake and I live on 500 West in Santaquin. I am writing to express my opinion that 300 West should be a two-way street again. As this was the original plan and most of the concerns which in the beginning caused the one-way decision have now been resolved, the street should return to its two-way function. The one-way street is extremely inconvenient for use of the church on 300 West. It's also very confusing as it is the only one-way street in town, and only part of the street is a one-way. I think the city should stick by it's original claim that this was a temporary solution and follow through to reinstate it as a two-way street.

Sincerely,
Katie Blake

From: [Keith Evans](#)
To: [Public Comment](#)
Subject: Fw: Santaquin City 300 West one way road
Date: Monday, November 1, 2021 10:44:23 PM
Attachments: [Santaquin City 300 West one way road.pdf](#)
[residential street standards benjoseph Santaquin 2021.pdf](#)

----- Forwarded Message -----

From: Keith Evans <keith@high-country-marketing.com>
To: evans_ballooning@yahoo.com <evans_ballooning@yahoo.com>
Sent: Monday, November 1, 2021, 10:38:23 PM MDT
Subject: Santaquin City 300 West one way road

I want his attached to the minutes and would like it read aloud.
I wish I was able to attend.

To Whom This May Concern:

As I have looked at the problems with the One Way portion of 300 West,, the only conclusion is to leave it a one way street. Let me explain my position.

- First, the problems began when the Planning Commission, Mayor Degraffenried, city council and manager at that time, allowed the twin homes to be built without acquit parking.
- Second, the Santaquin Elementary PTA and city worked with the state to put a sidewalk on the West side of 300West. The sidewalk was intended to provide a safe walking route for the kids who would only attend school at Santaquin Elementary for one year due to a new school being built on the north side. At that time, the city made 300 West a one-way street for the safety of the children and to help get a traffic light on 200 West Main.
- Third, when parking became a problem due to inadequate parking for the twin homes the city decided the best solution was to fill in the green space with concrete to allow people to park on the sidewalk. Now we have an issue of double parking on the east side since people park on the entire width of the sidewalk and the asphalt plus cars also park on the west side. With three cars parking on the street it makes driving down the road very difficult and unsafe. With unsafe parking conditions the city can now be held liable if a pedestrian gets hit on the east side of the road. The green space should have been removed and the curb and gutter brought up to the sidewalk just like on the West side and then we would have enough parking and safe driving space for the one way street. The children living in the twin homes cannot play on the sidewalks due to the double parking which forces them to ride bikes in the road or run between parked cars onto the road and get hit.
- Forth, the current mayor, some members of the city council and Mr. Reeves believe the best solution is to return the road to a two way street. The street is no longer wide enough due to the sidewalks and inadequate parking to make this change. The proposed changes will create more safety issues for those living on 300 West.

I have attached a Study of Residential Street Standards & Neighborhood Traffic Control by Eran Ben-Joseph, Institute of Urban and Regional Planning, University of California at Berkeley. I have gone through and highlighted and made comments. Please take the time to read the attached PDF.

Now I want to give you my option on the subject.

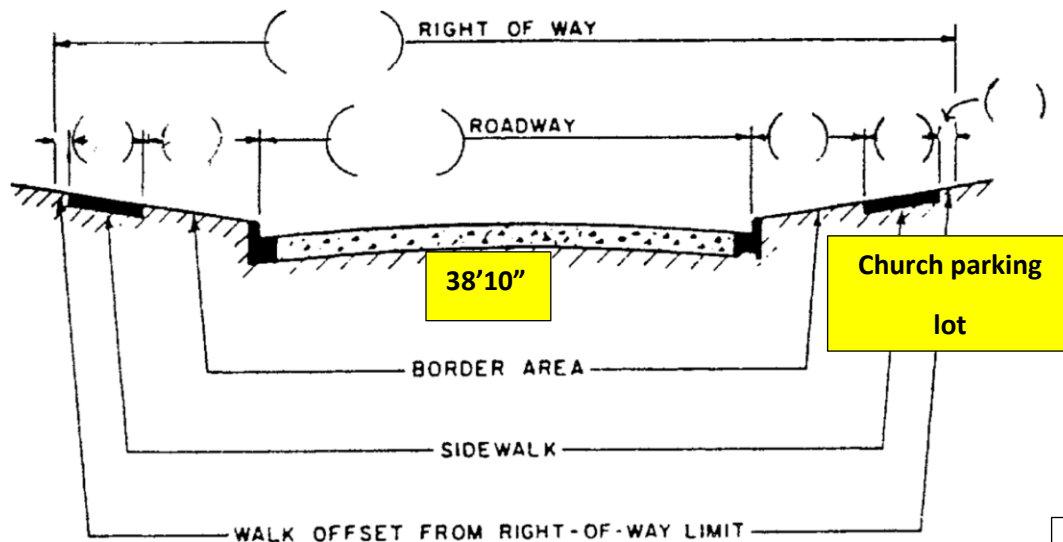
When this first came to light several years ago; Ben Reeves our City Manager, told me and several of my neighbors that this would be moved back to a two-way street. However, this conversation took place prior to the West sidewalk and the “fixes” on the east side. Due to the narrowness of 300 West, parking and two-way traffic was always tight but did not create problems. When this was a two-way street, we had the room to park on the side of the road and edge of people’s property. Now that the city has shrunk the roads with sidewalks, curb, and gutters the road is not wide enough and has created safety issues. Now the road is too short to have two-way traffic as stated in the attached study.

The meetings held before all the changes were made to 300 West are just like the meeting being held on November 2, 2021. The meeting is just a formality so the city can tell the state they did their due diligence and opened a discussion for public comment. As usual, the Mayor, some members of the city council and Mr. Reeves have already made the decision and our input will mean nothing which is why only some people living on 300 West and a select few living north west of the one way area were personally invited to this meeting. The ones which should have been invited are the ones impacted the most by any changes made meaning the property owners. I own property on

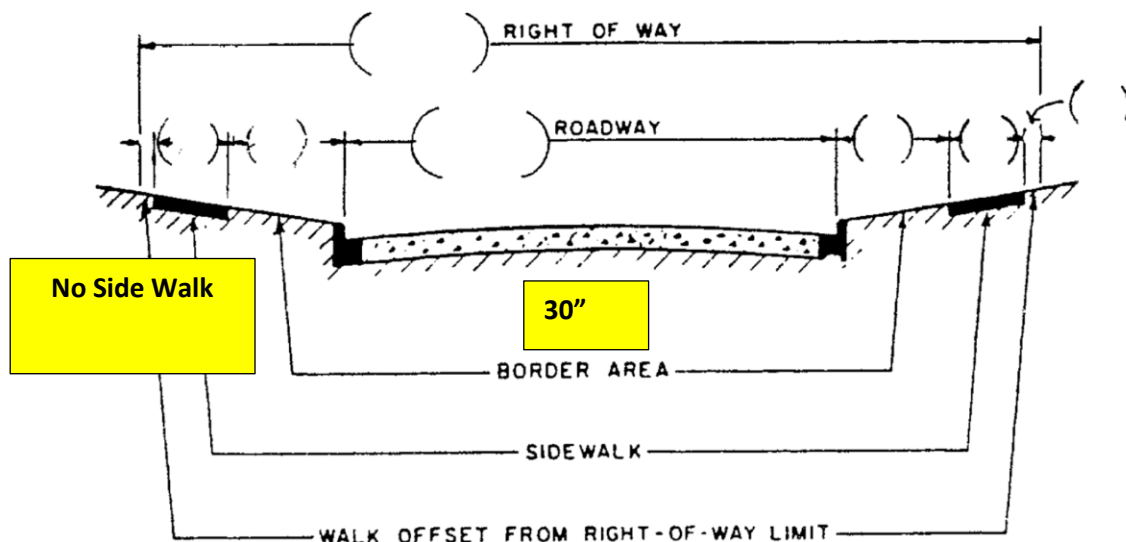
300 West but was not invited to this meeting. The property owners, living on 300 West, and those whom the city believes will be impacted received letters with full color pictures showing the city plans. Once again, Mr. Reeves is spending money to push his agenda. However, not everyone living or owning property on 300 West received this letter.

I have taken a width measurement of the border area found in the images below, for each block of 300 North included in the one-way street.

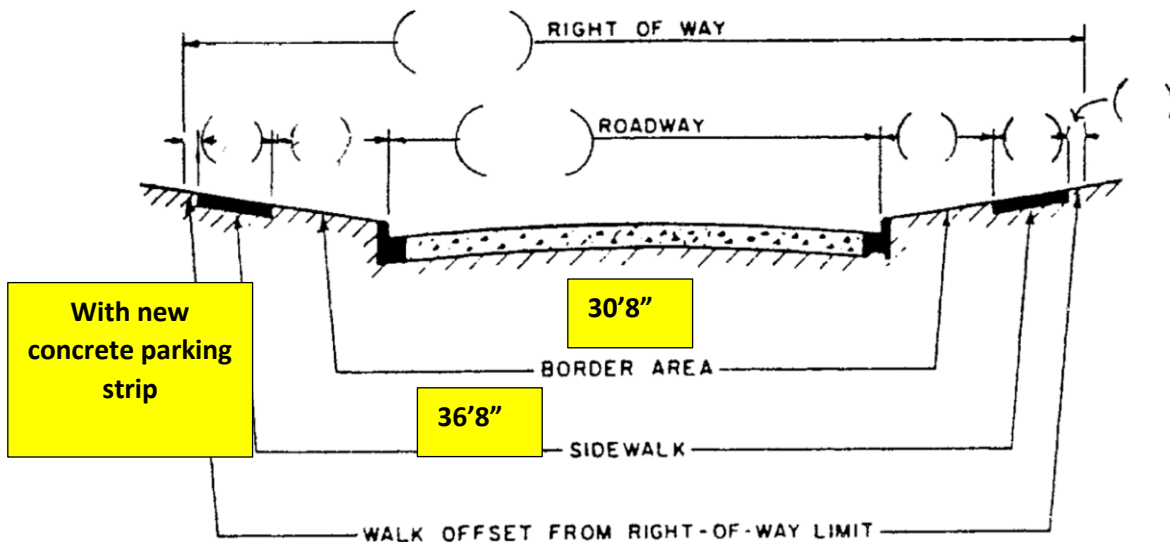
Main Street to 1ST North – measured from the edge of church parking lot on the west to the curb on the east.



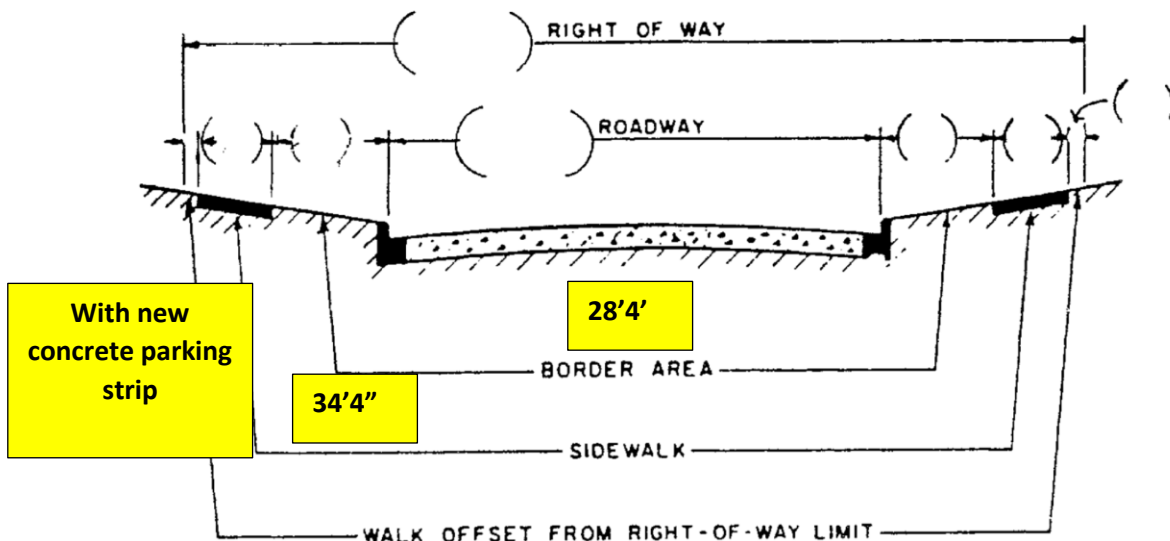
1ST North to 2nd North – measured from the curb on the west side to the asphalt edge on the east side due to no sidewalk or curb and gutter on the east.



2nd North to 3rd North – measured 30'8" curb to curb and 36'8" west back of the curb to the back of the green space/concrete on the east.



3rd North to 4th north – back of curb to back of curb 28'4" and back of curb to green space/concrete is 34'4".



If you compare my measurements with the attached article, the changes and money this city has put into 4 blocks of 300 West, we still do not have a safe road for cars or people to travel on.

As the attached study shows and I have highlighted; we need a minimum of 36 feet of paved road allows for parking on both sides and 2-11 foot lanes for travel which we do not have without removing the sidewalks.

By the city allowing parking on the sidewalks has put our children at risk from multiple threats including oncoming traffic moving too fast, cars driving the wrong way, double parking, and drivers not stopping at stop signs.

The only way to keep our children safe, which is why we have the sidewalk and one way street, is to keep it this way but enforce the laws like double parking, going the wrong way, speeding, and not yielding to street signs.

I don't like the one way street either, but our city has put us in this situation and continually trying to fix it with bandage is just costing us way too much! Our police department needs to spend 1 or 2 days a month enforcing the laws on this road and maybe we will see some positive changes. The city also needs to fix the signage so people, especially those living between Main and 100 North will see it's a one way street. After tickets are handed out maybe they will start following the law.

I would also like to see how much of our tax dollars have been wasted on this street. If we had fixed it the right way, we would not be here on November 2, 2021.

I hope this helps with the discussion and sends some light on what the street should be.

With best intentions

Keith Evans

Residential Street Standards & Neighborhood Traffic Control: A Survey of Cities' Practices and Public Officials' Attitudes

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Abstract

The failure of the local street system to provide livability and safety in the residential environment can be seen in the application of neighborhood traffic management programs by local authorities to mitigate traffic problems. In order to further identify the extent of the conflict associated with "livability" and geometrical design of residential street, the following issues are examined: (1) Existing and proposed residential streets standards and regulations as practiced by various cities and their evaluation by public and city officials. (2) Traffic problems associated with residential streets and their mitigation through traffic management and control programs. Data are collected from Public Works and Traffic Engineering Departments of 56 Californian cities and 19 cities nation-wide. The findings show that most cities are still adhering to published street standards as recommended by different professional and federal organizations. Although some city officials see the need to amend certain aspects of their regulations and create a more flexible framework for street design, most of them believe that the current practice is satisfactory. Yet, the extant of residents' complaints about traffic problems on their streets might indicate an inconsistency between professional practice, as manifested in street design, and its actual performance as experienced by the residents. This can also be seen in the application of traffic control devices used by local authorities to mitigate these problems of which the most common are the installation of speed humps and 4-way stop signs. According to the cities' reports these techniques, as well as traffic diverters have the most effective results.

Acknowledgments

This research has been supported in part by the Institute of Transportation Studies at the University of California at Berkeley, and the University of California Transportation Center. I am also grateful for the guidance of Professor Michael Southworth at the department of City and Regional Planning and Landscape Architecture at the University of California at Berkeley.

INTRODUCTION

The concept of the street as a physical and social part of the living environment, as a place simultaneously used for vehicular movement, social contacts and civic activities, has long been argued by many authors such as Kevin Lynch, Jane Jacobs and J.B. Jackson. Local residential streets in particular are central to the feeling of "community" and "belonging" within a neighborhood.

Appleyard (1981) hypothesized that when traffic volumes increase beyond what is considered normal by local residents, or vehicle speeds increase because of street design, social street activities are greatly reduced, and the feeling of well being in the affected neighborhood is threatened. In order to protect livability as well as to provide for efficient movement of motor vehicles streets are given functional classifications. As such The Institute of Transportation Engineers report entitled, *Recommended Guidelines for Subdivision Streets*, establishes the following criteria in the design of local street systems:

- Safety- for both vehicular and pedestrian traffic.
- Efficiency of Service- for all users.
- Livability or Amenities- especially as affected by traffic elements in the circulation system.
- Economy- of land use, construction, and maintenance

It further elaborates and provides the following principles:

- Adequate vehicular and pedestrian access should be provided to all parcels.
- Streets should be designed to minimize through traffic.
- Elements in the local circulation system should not have to rely on extensive traffic regulations in order to function efficiently and safely.
- Planning and construction of residential streets should clearly indicate their local function.
- The local street should be designed for a relatively uniform low volume of traffic.
- Local streets should be designed to discourage excessive speeds.
- Pedestrian-vehicular conflict points should be minimized.
- Minimum amount of space should be devoted to street use.
- There should be a minimum number of intersections.

(ITE, 1984)

Although, ITE recommended criteria refer to issues of livability and safety on residential streets, many cities are finding themselves under pressure to further address these issues through the reduction of speed and volume of traffic on residential streets. While traffic volume is often the

result of a poorly planned street system, safety and excessive speed are related to the street's geometrical design. The practice of constructing relatively wide cross sections in residential streets where there is little traffic (less than 1000 trips per day), permits and encourages high vehicle speeds. High speeds are also encouraged by pavement width, smoothness, flat curves and good sight distance called for in street standards¹. This relationship between design speed and sight distance, curve radius, and width have been established to provide motorized efficiency which is often incompatible with the essence of residential livability.

Published geometrical street standards do not always adhere to the stated principles for residential street systems. The failure of existing local street systems, and the street's physical design, to provide livability and safety associated with the residential environment, can be seen in the application of traffic management strategies and control devices used by local authorities to mitigate these problems. These management programs are generally assigned to the following sequential categories:

1. Establishing, revising, and enforcing laws and ordinances pertaining to traffic regulations such as: speed limits, intersection control and parking regulations.
2. Installing traffic control devices that comply with the Manual on Uniform Traffic Control Devices such as: regulatory and warning signs, markings, traffic signals and traffic islands.
3. Installing physical design features that manage the movement and reduce the speed of vehicles: speed humps, pavement narrowing, shift in pavement, traffic circles and traffic diverters.

Study Objectives

Against this background of issues, a detailed study of existing and proposed regulations, showing their use and results as found in many cities, would be of particular value to those enacting legislation and procedures. It would serve as a compilation of what is being practiced in terms of street standards and traffic management at the neighborhood scale, and as an aid to those studying and drafting subdivision regulations. To further identify the extent of the conflict associated with "livability" and geometrical design of residential streets, the following study objectives are set:

¹ Farouki (1976) and Moore (1969) show that the mean free speed of cars in suburban roads increases linearly with the roadway width. This linear relationship is particularly apparent between the width of 17 to 37 feet.

Bjørneboe (1990) shows that when the road is narrowed down to 11 feet 55% of the traffic will drive slower than 18 mi/hour. He further shows that minimum road radius is related to the square of velocity. Thus by reducing the horizontal curvature to 50 feet, speed will be at about 13 miles/hour while maintaining access to all vehicles.

- To compile data on existing and proposed residential street standards and regulations as practiced by various cities.
- To inquire about the extent to which authorities have made adaptations to traditional residential streets, what form these adaptations have taken, and their resulting performance.
- To evaluate residential street performance as perceived by public and city officials.
- To inquire about traffic problems associated with residential streets, their causes, and resulting mitigation programs.
- To research current practices in neighborhood traffic management and control and to receive direct input on the success or failure of each traffic control measures.

Procedure

A. Methods:

Data were collected using the following methods:

- Review of Literature. (See References Section)
- Interviews with selected city officials.
- Questionnaire sent to city officials.

The survey focuses on public officials' evaluations and perceptions of suburban street performance. It seeks to find out the process by which residential street standards are initiated, adopted and applied. It also inquires about the extent to which authorities have made adaptations to traditional residential streets, and what form these adaptations have taken.

Main issues covered in the questionnaire are:

- Street standards used, their adequacy and origin.
- Perception of street safety and performance problems.
- Neighborhood traffic management schemes , reasons for implementation, and their initiation process.

B. Sampling Method:

The survey was conducted through a mail distribution of a written questionnaire (see Appendix A). The questionnaire, containing a stamped return envelope, was sent to the head of the Public Works Department (or Transportation Department) of 150 cities (100 in California and 50 nationwide). From the distribution of questionnaires in the Spring and Summer of 1994, 75 were filled out and returned (56 from California and 19 from the other states). This return accounted for a 50 percent response of the possible sample. (For a list of participating cities and contact addresses see Appendix B).

SURVEY RESULTS

Residential Street Standards- their Use, Adequacy and Origin

The survey asked city officials to indicate the minimum standards for local (access) residential streets in their jurisdiction. In addition to indicating the minimum dimension on a diagrammatic cross section, (Figure 1), respondents were also asked to rate their overall satisfaction with specific standards and indicate their appropriateness.

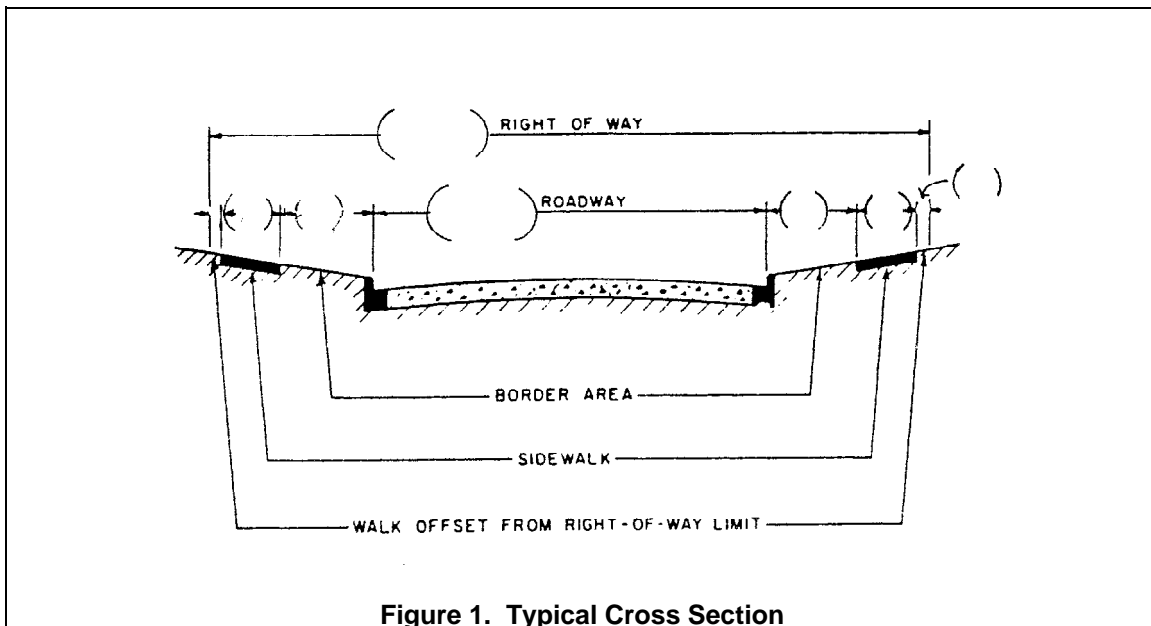


Figure 1. Typical Cross Section

Minimum Standards For Residential Streets

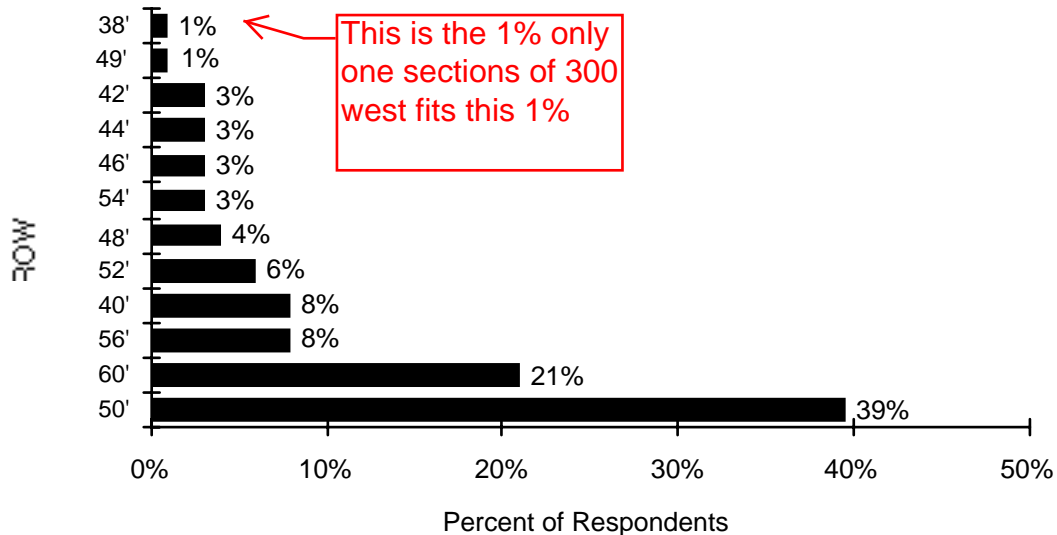
Right of Way Width Right-of-way width is usually required to contain the elements of a street. The Institute of Transportation Engineers Guidelines state that a ROW width must have sufficient width to contain the following elements:

- Pavement and/or curbing.
- Sidewalks where required.
- Street utilities customarily installed in border areas such as: streetlights, traffic signs, street trees, utility lines (overhead and underground).
- A moderate amount of cross-section grading, including shoulders where utilized.
- In extreme northern climates, additional area may be required for extensive retention of snow plowed from roadway. (ITE 1984, 5)

The survey results indicate that the prevalent right-of-way width for a residential subdivision street is 50 feet. While only 39 percent of the surveyed cities use 50 feet as their ROW, 77

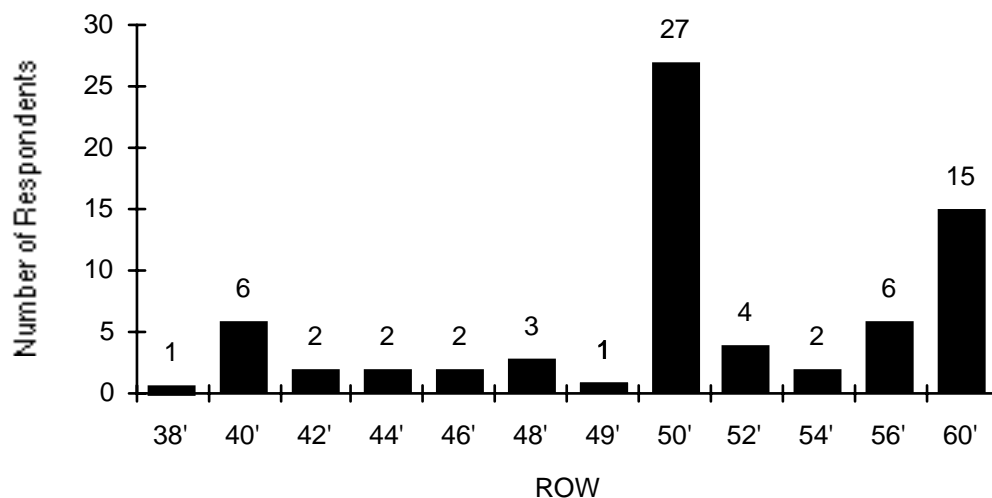
percent of the cities are requiring ROW dimensions between 50 to 60 feet. This width (50 to 60 feet) is in accord with the specification set by the Institute of Transportation Engineers since 1967. (Figure 2.)

Figure 2. Minimum Standards for Residential Streets' Right-Of-Way



One city (Danville, CA) is using 38 feet as a ROW standard while six other cities (Fresno, CA ; Lakewood, CO ; Novato, CA ; Pleasanton, CA ; Tuscon, AZ ; Vallejo, CA) are using 40 feet as their required standard. These are the smallest ROW widths for residential streets recorded by the survey. (Figure 3)

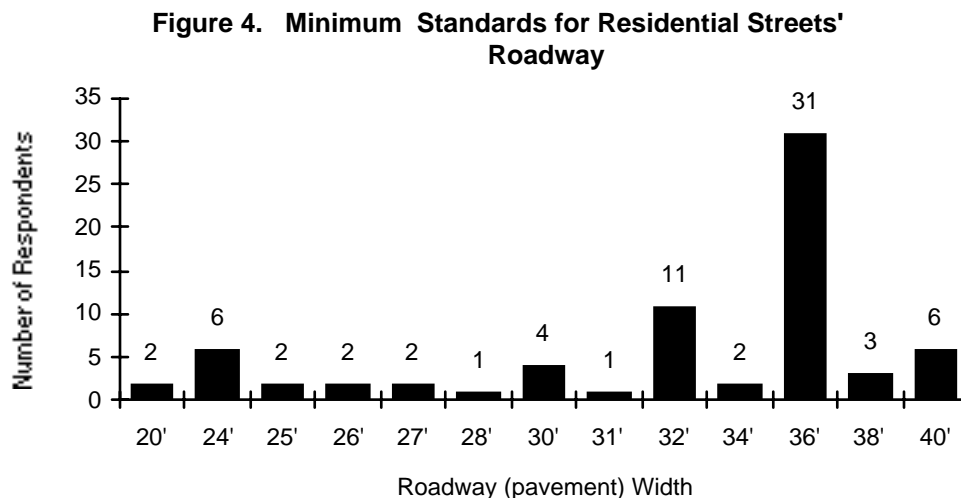
Figure 3. Minimum Standards for Residential Streets' Right-Of-Way



Roadway Width (Curb to Curb)

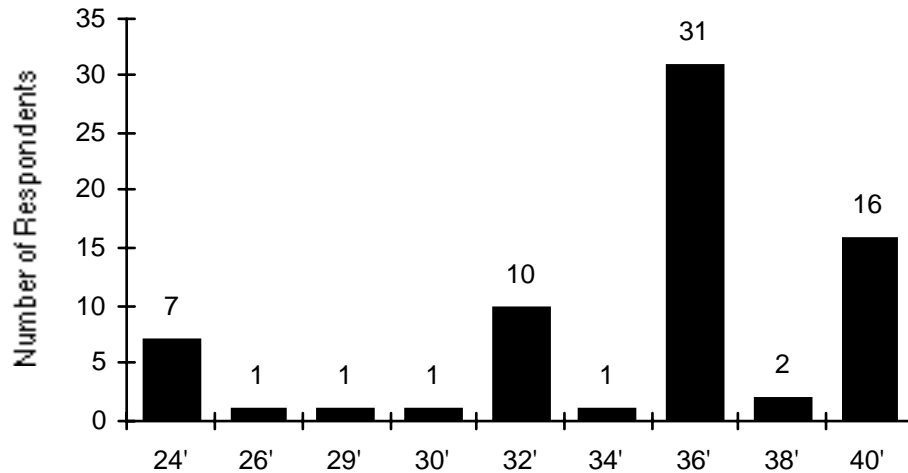
Roadway width for residential streets is currently the most debatable segment of street design requirements. ITE guidelines provide the following criteria for pavement width: "A minimum pavement width must allow safe passage of moving traffic in each direction, exclusive of other interferences, such as conventional curb parking. Curb parking will occur occasionally within all residential subdivisions. The rate of occurrence will be a function of density, off-street parking code requirements, and local ordinances. In very low-density developments, large lots with two-car garages and circular driveways are commonplace. However, vehicle breakdown and occasional overflow parking indicates that even in low-density areas, provisions should be made for the occasional standing vehicle. This can be done by means of a shoulder on one or both sides of the street. Such shoulder development requires that curbs either be omitted or be of the mountable or roll-type, when a narrow- such as 22 foot (7-m) - road is used. . . . An alternative approach for low density development is the provision of a 27-foot (8-m) curbed street. Parking could be prohibited on one side of the street under certain conditions. This is based upon the assumption that the community has required adequate off-street parking at each dwelling unit." (ITE 1984, 5-6)

Although the Institute guidelines mention the possibility of using a narrow pavement width with limited on street parking, only 29 percent of the surveyed cities are using these specifications. The majority of the cities (55%) are using 36 to 40 foot pavement as their minimum standard. (Figure 4)



When asked to denote their opinion on the most appropriate roadway width (curb to curb) for residential streets, 70 percent of the respondents indicate widths between 36 to 40 feet. The majority of the respondents (44 percent) indicate a 36 foot roadway as the most desirable, with 40 and 32 foot width as second and third choice respectively. (Figure 5)

Figure 5. The Most Appropriate Width (curb to curb) for Residential Streets as Envisioned by Respondents



The survey indicates that a roadway width of 36 feet is most widely used, as well as deemed to be the most appropriate dimension. Most of the respondents explain this dimension as the best in allowing free traffic passage as well as on street parking. This width is indicated to be composed of two 10 foot traffic lanes and two 8 foot parking lanes.

General comments supporting a 36 foot width include:

- Two - 10' wide driving lanes plus two - 8' parking lanes. (Antioch, Claremont, Houston, San Clemente)
- 36' width allows for parking and two-11' lanes. (San-Francisco)
- With on-street parking in a typical subdivision, 36' is a reasonable minimum. (Livermore)
- A 36' width accommodates parking on both sides and one lane in each direction without conflict. (Los Angeles)
- Keeps speed down and allows for adequate on-street parking. (Pittsburg)
- 36' width allows safe travel for two-way traffic, even if cars are parked on each side of the street. (Riverside)

Other comments:

40 foot roadway

- Two - 12' through lanes and two - 8' parking/bike lanes. (Chico)
- Allows adequate room for parking on both sides of the street. (El Cajon)
- Two - 8' parking spaces and 2- 12' through lanes. (Foster City, Irvine, Laguna Niguel, San Bernadino)

38 foot roadway

- Two - 11' travel lanes, two -8' parking lanes. (Gilroy, Miami, FL))

34 foot roadway

- Fire department thinks 34' is too narrow, we use 34' on cul-de-sacs and short residential streets. (Lodi)

So What dose our fire department think? Could they get the big engine through this section with cars parked on both sides?

32 foot roadway

- This width allows for sporadic parking and tends to reduce speeds. (Poway)
- Used for residential areas with 11-20 dwelling units (Walnut Creek)

30 foot roadway

- Provides parking on both sides and requires traffic to "give and go". (Cupertino)

29 foot roadway

- Used in Neo-Traditional Developments. (Modesto)

20 foot roadway

- 20' width with limited access and no parking restrictions, and very low ADTs. If higher ADTs, 20' with no parking. (Boulder, CO)

Others

- "As in anything, there are pros and cons to any street width. Planners, environmental types and builders try to minimize street width (all for their own reasons). As we try to increase densities to make more efficient use of land, (a generally negative impact on the degree of liability), we create an even denser street scene with narrower streets. It would seem that we could use a combination of wide street right-of-ways and narrow minor streets to maximize densities while providing some openness and an inviting area for both vehicles and pedestrians. Unfortunately, any proposal must be evaluated from an economic feasibility standpoint which tends to extremely limit any creativity." (Clayton)
- "The narrower the streets the better, but liability is an important issue." (Livermore)
- "Residential streets should be designed by keeping the following key criteria in mind: (1) Traffic volumes should be kept below 1000 ADT, (2) Speeds should be controlled at or near 25 mph." (Modesto)
- "The issue of street design in urban areas has become very site and community specific. Hence, Novato has adopted rural street standards. These provide a tool which staff uses in workshop meetings with a neighborhood in order to arrive at street improvement design for a particular street." (Novato)

Sidewalk Width & Location

One of the prevalent notions is that suburban subdivision streets usually lack sidewalks. Guidelines usually allow for sidewalk requirements to be waived when it is determined that a specific street will have minimal pedestrian traffic. ITE guidelines

further point out that "Sidewalks should ordinarily be provided along streets used for pedestrian access to schools, parks, shopping areas, and transit stops." It continues to state that "In the very low-density subdivisions, walking distance to regular elementary schools is often excessive. In communities where all such travel is by way of school buses, there will be less need for sidewalk constructions as a standard policy." (ITE 1984,7)

The assumption that most new subdivision regulations do not require sidewalks is not supported by the survey findings. Only one city (Bakersfield, CA) does not require sidewalks on its residential streets. (Figure 6) Fifty-three cities, (84%), require sidewalks in all cases, and only nine cities allow for special provisions. Furthermore, almost all the cities that require sidewalks (93%) require their construction both sides of the street. (Figure 7)

Figure 6. Sidewalk Requirements on Residential Streets- A

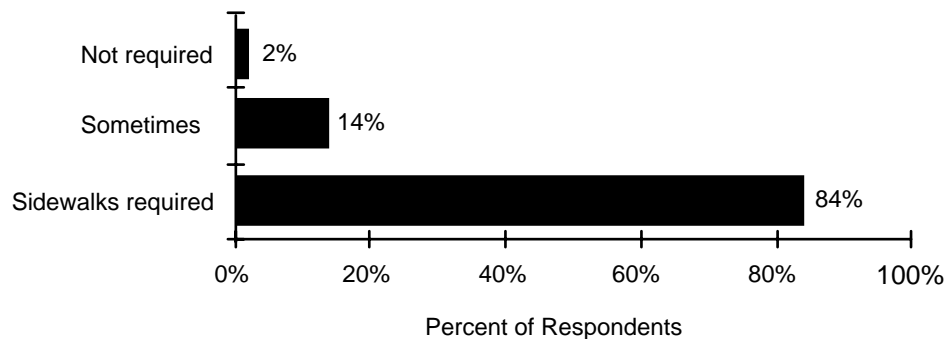
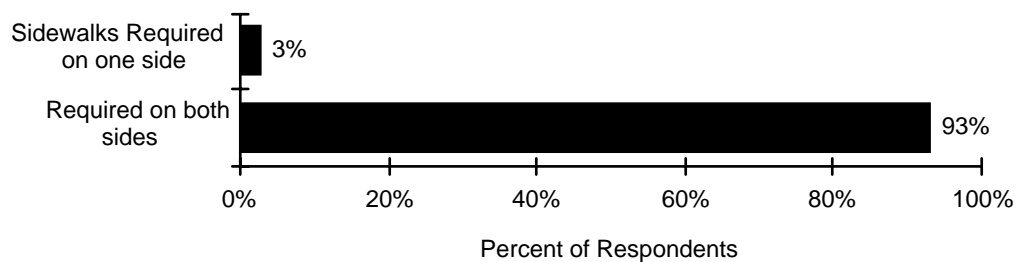
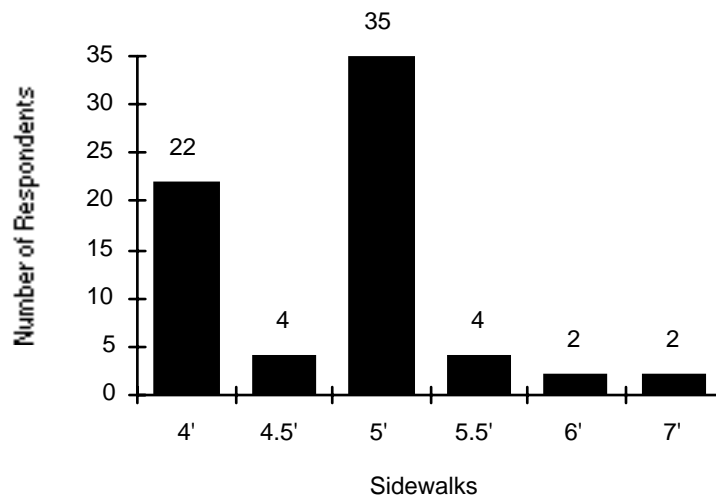


Figure 7. Sidewalk Requirements on Residential Streets - B



ITE guidelines call for sidewalks to be a minimum width of 5 feet. Indeed the majority of the surveyed cities (62%) are prescribing sidewalk widths between 5 and 7 feet (with 51% using the 5 foot dimension). (Figure 8)

Figure 8. Minimum Standards for Sidewalks on Residential Streets



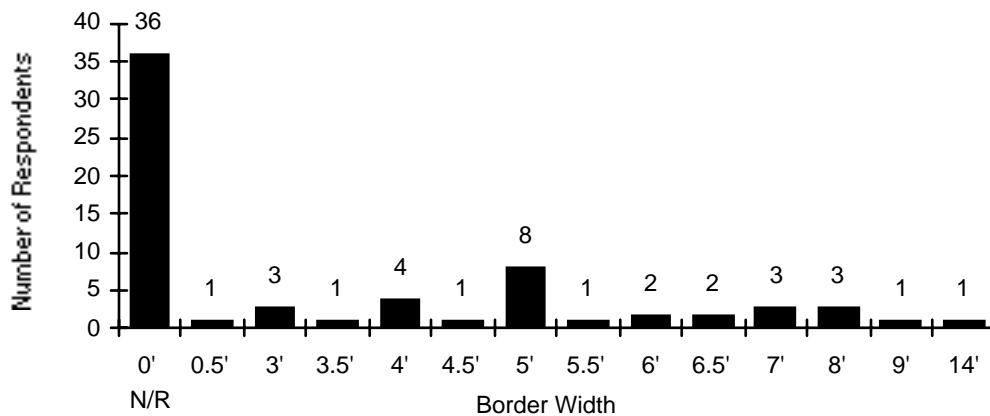
Sidewalk Distance from Curb Face (Planting Strip)

The use of a planting strip between roadway and sidewalk has been a common practice in suburban subdivisions. Introduced by Frederick Law Olmsted in 1868 in his design for Riverside, IL. as a visual and physical barrier between cars and pedestrians, it was commonly specified by governmental agencies until the 1960s (Southworth, Ben-Joseph, 1995). ITE guidelines still recommend the utilization of a minimum 5- foot area between the roadway edge and the sidewalks. The guidelines sites the following advantages of a border strip:

- Children walking and playing side-by-side have increased safety from street traffic.
- Conflicts between the pedestrian and garbage or trash cans awaiting pickup at the curb is eliminated by using a border area for such temporary storage.
- The warped area necessary for a proper driveway gradient is minimized by having a major portion of this gradient fall within the border area.
- Danger of collision by runoff vehicles is minimized by placement of the walk at a maximum practical distance from the curb, and with further separation by tree planting.
- Conflict with storage of snow plowed off the roadway is minimized.
- Pedestrians are less likely to be "splashed" by passing vehicles. (ITE 1984, 7)

Even though strong recommendations are made to incorporate a border area, the survey indicates that many cities are moving away from this practice. Thirty-six cities (54%) do not require a planting strip and allow for the sidewalk to be next to the curb. Within those cities that require a border area, a 4 to 5 foot width is the most common. (Figure 9)

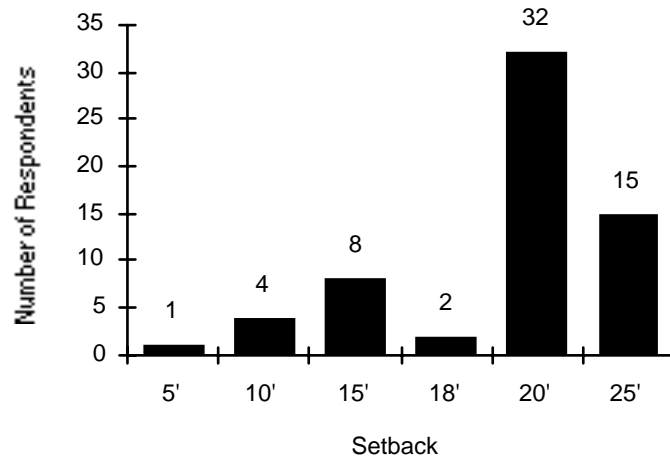
Figure 9. Minimum Standards for Border (Planting Strip) Between Sidewalk & Roadway



Building Setbacks Building setbacks usually are not an integral part of street standards' manuals and guidelines. Yet they influence the appearance of the streets and impact the perception of its width. European studies suggest that a driver's perception of the appropriate driving speed is influenced by the relationship between the width of the street and the height of vertical elements. (Devon 1991) Therefore lower speeds are usually achieved when the height of vertical elements, (such as buildings or trees), along the street are greater than the width of the street. In typical suburban subdivisions, where building heights usually do not exceed 30 feet and the ROW width is typically 50 feet, setbacks increase optical width.

According to the survey, a 20-foot setback from ROW is the most commonly used standard. This dimension, which is derived from a typical length of car, allows for unobstructed parking on the resident's driveway. (Figure 10)

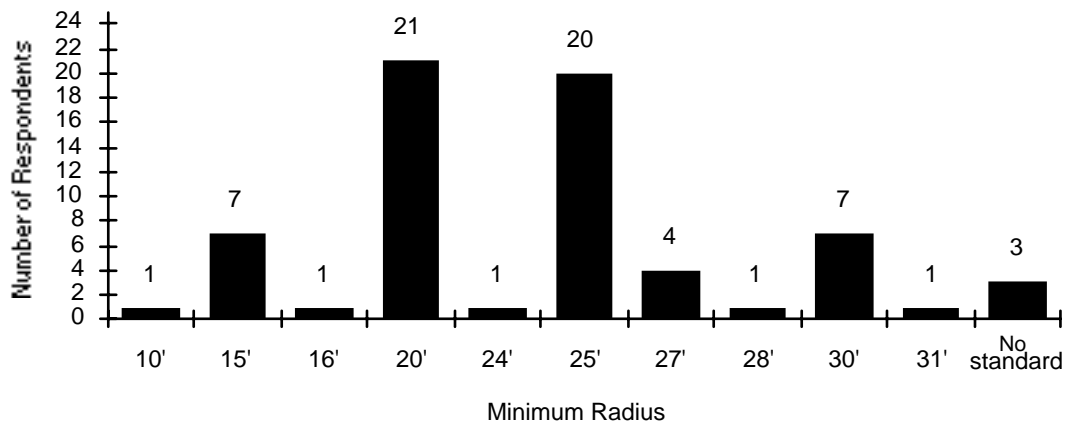
Figure 10. Minimum Standards for Building Setbacks



Corner Radii Corner radii at intersections are typically designed to facilitate easy vehicular turning. The use of a large corner radius does not only allow vehicles to turn the corner fast, but also reduces the pedestrian's right-of-way. Radius selection is often determined according to requirements set by service and emergency agencies, and is usually in excess of 20 feet. European practices show that a reduction in speed while of up to 50 percent can be achieved when a small corner radius is used. Furthermore, the small curb radius ensures a short crossing distance by pedestrians and reduces the danger of vehicles cutting across slower cyclists.

While European guidelines recommend a reduction of corner radii for local residential streets of up to a minimum of 10 feet, most of the surveyed U.S. cities mandate double that dimension. (Devon 1991, 46, Klau 1992, 52-53) Sixty-three percent of the surveyed U.S. cities use a 20 to 25 foot minimum corner radius, 10% use a 30 feet radius and only one city (Santa Barbara, CA) allows a 10 foot radius. (Figure 11)

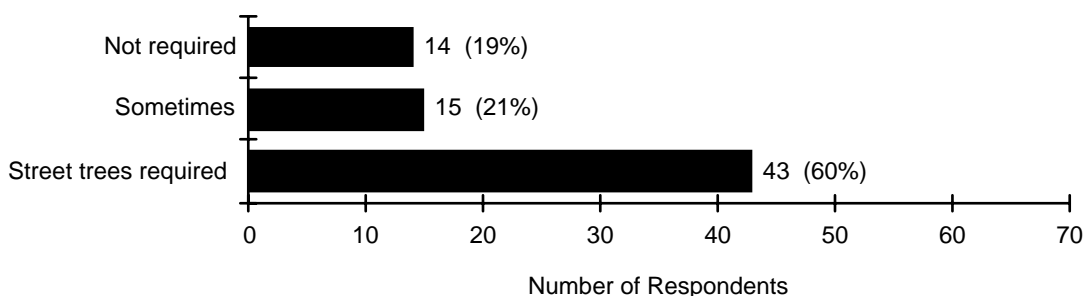
Figure 11. Minimum Corner Radius at Residential Streets' Intersections



Street Trees The use of street trees for ecological and visual benefits are well understood and documented. Street trees also contribute to the reduction of physical and optical width of the street right-of-way. This visual reduction often results in lower driving speeds as noted in the "Building Setbacks" section.

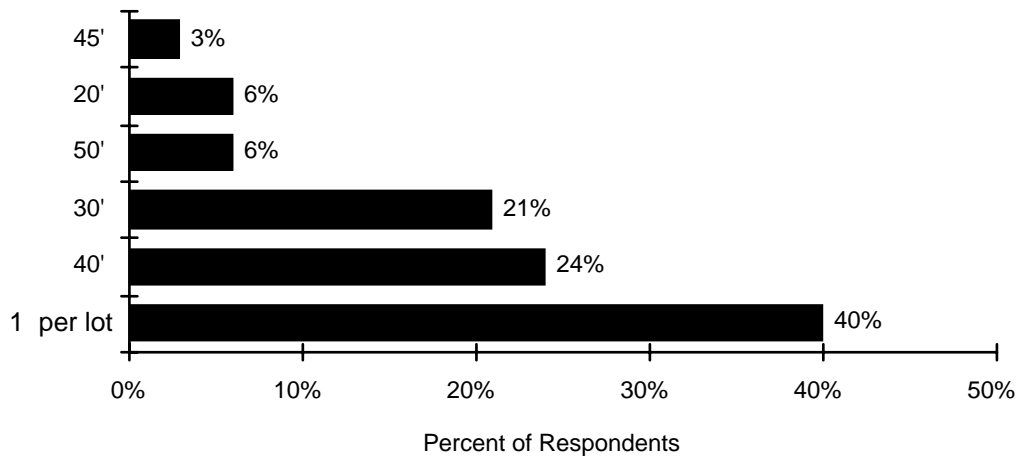
The prevailing notion that most new subdivision streets are bare and lack street trees is not supported by the survey findings. Forty-three cities (60%) require street trees in all cases, in addition, fifteen other cities allow for special provisions. (Figure 12)

Figure 12. Requirement for Street Trees



The most common requirement for minimum street tree spacing, (88% of the cases), is one tree per lot. Considering typical subdivision lot width, this translates to a 35 to 45-foot spacing. (Figure 13)

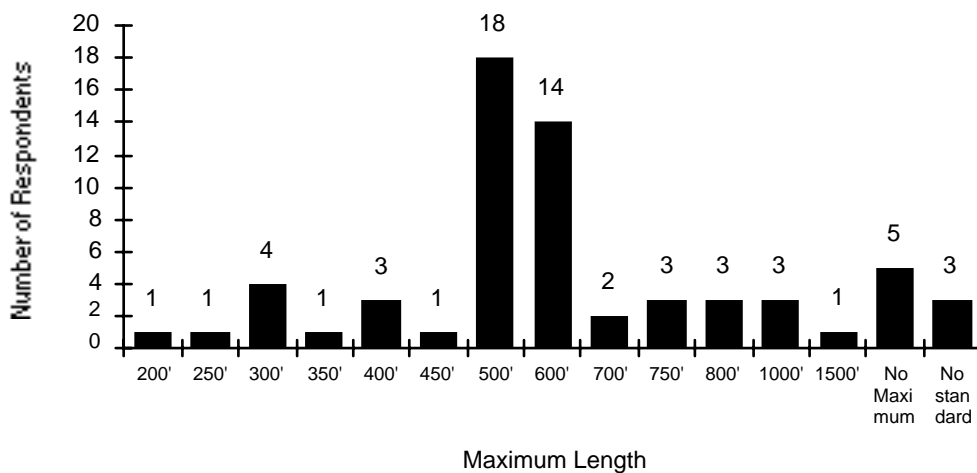
Figure 13. Minimum Spacing Requirement for Street Trees



Maximum Cul-de-Sac Length Typically cul-de-sac length is a function of the number of dwelling units it serves. As the number of units exclusively served by a single roadway increases, the potential hazard for temporary blockage also increases. These potential blockages are viewed as critical due to their effect on emergency access. ITE recommends that the maximum length of a cul-de-sac should be 1000 feet, and serve a maximum of 20 dwellings.

The survey results indicate a lower figure. Most cities (83%) allow a maximum length of 500 to 600 feet. With a typical lot width of 45 feet, these cul-de-sac lengths allow for 12 to 14 dwelling units. (Figure 14)

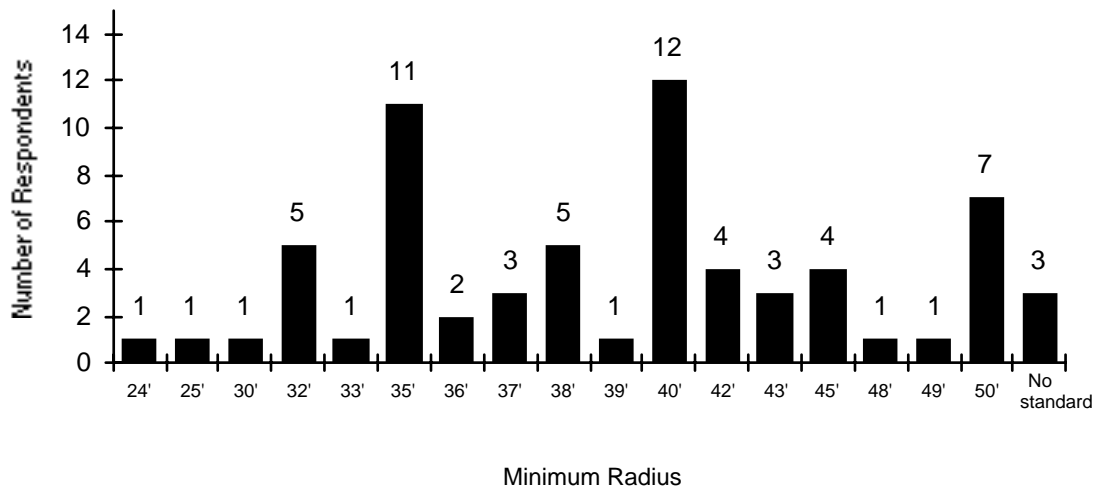
Figure 14. Maximum Length Allowed for a Cul-de-Sac



Minimum Cul-de-Sac Radius Dimensions for right-of-way radii at the end of a cul-de-sac are influenced by the need to accommodate the movement of service trucks and fire equipment.

According to the survey most cities (52%) use a roadway radius between 35 to 40 feet. These dimensions are usually sufficient for the turning of a straight body truck and a small fire apparatus. It is interesting to note that unlike common assumptions, and contrary to the recommendations by ITE guidelines, a 50-foot radius is not commonly used. (Fifty foot radius is the minimum required for a large fire apparatus, such as hook and ladder, to make a practical turn.) (Figure 15)

Figure 15. Minimum Radius Required at a Circular End of a Cul-de-Sac



Alleys in Residential Area Often considered a waste of space and an additional maintenance burden in low density developments, alleys have been largely eliminated from subdivision design in the last fifty years. ITE guidelines specify that a properly designed alley should have a minimum width of 20 feet with 15 to 20-foot radii at street intersections. However, it continues to stress that "certain disadvantages, such as additional pavement to be constructed and maintained, the area removed from the tax rolls, the added mileage of police patrol, and street lighting needs, all suggest alternate solutions to current design problems." (ITE 1984,9)

Yet, alleys have gained some renewed popularity with advocates of Neo-traditional and Transit Oriented Development. Proponent's justification for the use of alleys state that: "In areas where walking is to be encouraged, streets lined with garages are undesirable. Alleys provide an opportunity to put the garage to the rear allowing the more 'social' aspect of the home to front the street. Streets lined with porches, entries and living spaces are safer because of natural surveillance." (San-Diego, City of, 1992, Guideline 8F) The survey findings indicate that alleys are still restricted as a design feature in most residential subdivisions. Among the 25 cities that

allow alley construction, seventy-three percent adhere to ITE's 20-foot minimum alley width. (Figure 16;17)

Figure 16. Alleys in Residential Areas

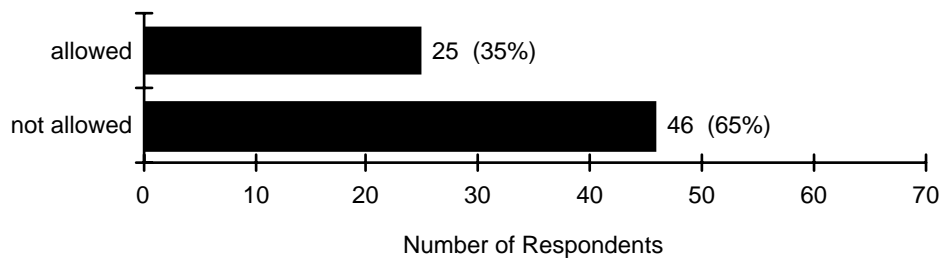
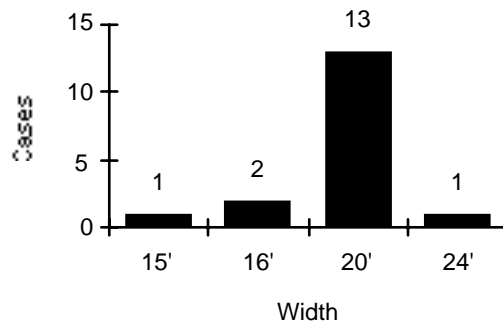


Figure 17. Minimum Requirements for Alley Width



Private Streets A private road or driveway, as defined by the Uniform Vehicle Code, is an "every way or place in private ownership and used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons." (1956, Sec. 1-148) In many contemporary subdivisions developers try to utilize the private street option in order to minimize the required geometric design standards and cut down on their costs. As the streets are maintained by the homeowners association the city is typically exculpated from full liability. As such, the city often permits their construction along less rigid standards that results in narrower roadways and smaller building setbacks.

Almost all of the cities surveyed (84%), allow for different street standard configurations in private developments. Among the cities that allow for a construction of a narrower roadway, sixty-four percent require a minimum width of 20 to 25 feet. This width is often stipulated with special parking requirements, but it still substantially less than the typical 36 foot roadway width of the public street. (Figure 18;19)

Figure 18. Exceptions for Street Standards in Private Developments

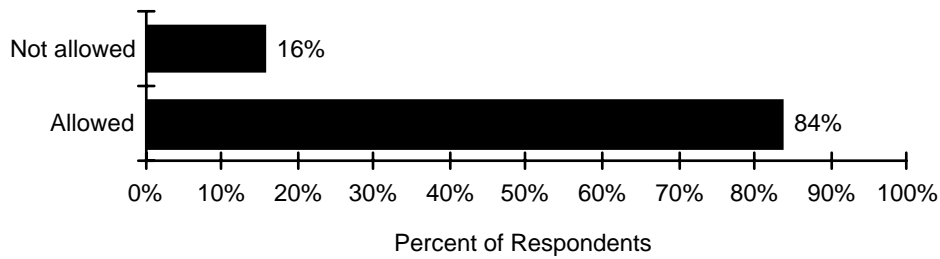
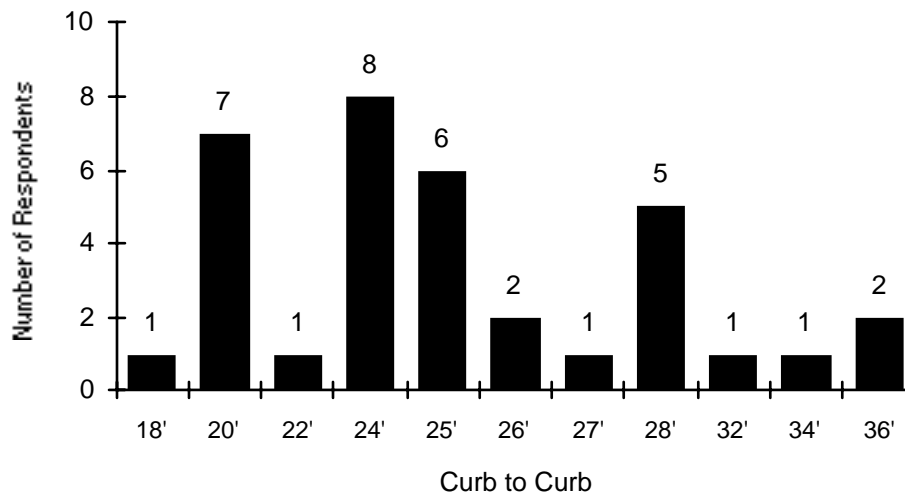


Figure 19. Minimum Requirements for Private Streets Width



Other provisions for private streets allows for the introduction of different paving materials, changes in street configurations, and the employment of traffic calming devices. Some of these provisions are further described in the following survey comments:

General Comments

- No strict requirements, only fire department can require standards relating to safety issues. (Colorado Springs, CO)
- Minor deviations are allowed subject to negotiations with the fire department. (Los Angeles)
- Many complaints on sub-standard width and private roads. for example: no on street parking allowed, and lack of adequate walkways. (Pleasanton)
- According to specific conditions, standards can be somewhat deviated from. (Moraga)
- Minimum street standards apply with some exceptions. (Walnut Creek)

Different Widths and Parking Configurations

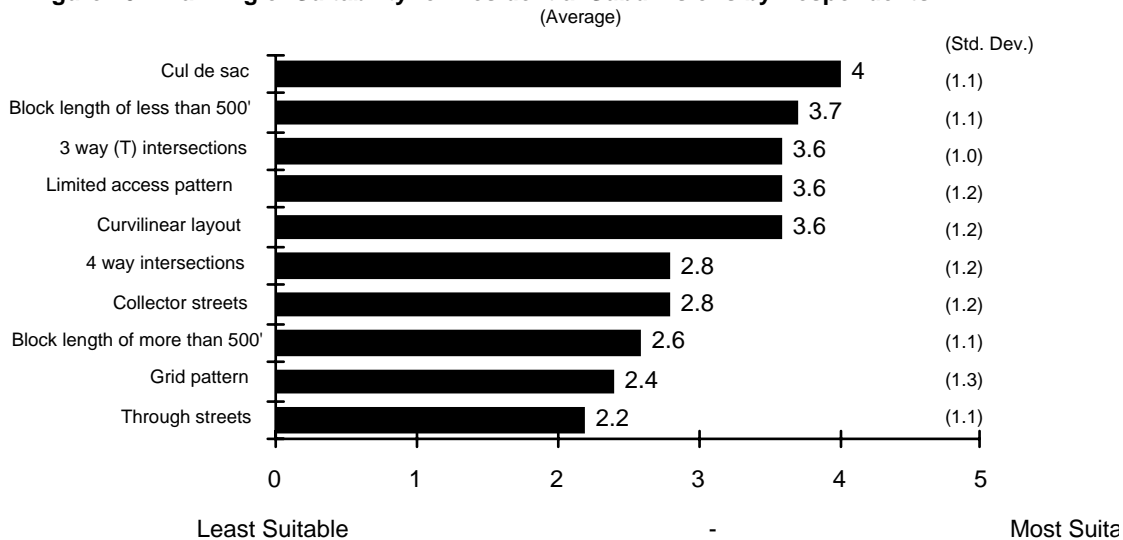
- 24' curb to curb, no parking and no sidewalks. One way loops at 20' curb to curb, no on street parking and no sidewalks. (Danville)

- 25' curb to curb, with no on street parking. Streets not built according to city standards are not permitted to be convert from private to public status. (Denver, CO)
- Rolled curbs are permitted. Sidewalks are not required. (Fresno)
- 26' curb to curb with no on street parking. (Gilroy)
- Minimum 28' without on street parking. (Livermore)
- Special paving allowed. (Mill Valley)
- Pinch points and planters are allowed. (Pittsburg)
- Limited to four dwelling units with no parking on both sides. (San Bernadino)
- 38' ROW, 28' curb to curb, no on street parking. (Vacaville)
- 25' curb to curb, sidewalks can be designed as a path within the development, parking can be handled off the street. Any proposal would be considered. (Watsonville)

Urban Form and Traffic-Suitability of Street Patterns to Residential Subdivisions

City officials were asked to rank the suitability of different road forms and urban forms for residential subdivisions. On a scale of 0 to 5, 'cul-de-sac street' received the highest average ranking (4), with 'short block length', 'T intersections', 'limited access street pattern', and 'curvilinear pattern' at a close second. (Figure 20) These attributes conform with the prevailing principles of subdivision street layout as set forth by most federal and professional agencies in the last sixty years. (Southworth, Ben-Joseph 1995)

Figure 20. Ranking of Suitability for Residential Subdivisions by Respondents



Some of the respondents provided the following comments:

Street Pattern

- "Most problems occur in subdivision layouts (post 1950) with curvilinear streets. The city has re-adopted grid system layout for all future subdivisions. The city uses an alternating stop sign pattern in the residential grid to avoid long uncontrolled segments with excellent success at controlling speeds. Having properly spaced collector streets and controlling non-residential land uses resolves many of the typical problems. We have very few traffic problems in the pure residential grid areas." (Denver, CO)
- "This goes back to initial design philosophy. Correcting the problems of the old grid pattern is what this is all about. It would be difficult to over-emphasize the importance of initial design and (fitting together) of adjacent subdivisions." (Gilroy)
- "T-intersections are safer, but do not lend to a grid pattern. No developers in our area are currently developing grid neighborhoods. We are saturated with curvilinear design

and cul-de-sacs and virtually no through traffic. However, the primary access into these sub-divisions are where we get 75% of our complaints- speed, safety and children." (Greensboro, NC)

- "For the last 20 years we encouraged circuitous curvilinear street patterns with maximum length of street within a subdivision of 1,500'." (Fresno)
- "Irvine's curvilinear street design for residential streets has prevented many of the typical local street problems with cut-through traffic and high speed." (Irvine)
- "Limiting 4-way intersections improves safety but needs to be balanced with ease of direct access for transit and bicycles. We try to compromise between the true grid pattern and the limited access/curvilinear/ cul-de sac design." (Lodi)
- "Collector streets should border the subdivision and provide connection from neighborhood to neighborhood. Dead-end or cul-de-sac streets often place the connecting street as a through street, while grid patterns distribute traffic load fairly. Each situation must be looked at with all factors in mind. Limited access patterns can be very suitable depending upon adjacent street system." (Orlando, FL)

Accessibility

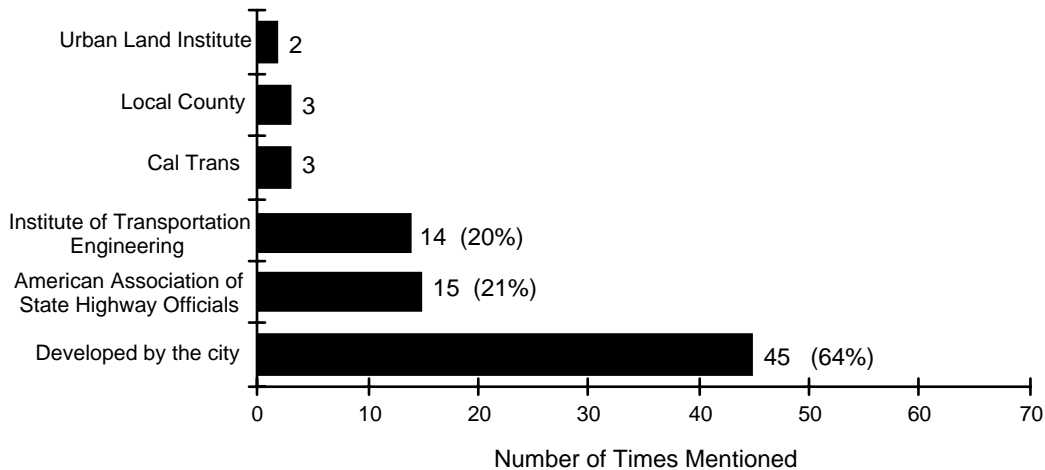
- "Auto access into and through a neighborhood should be limited. Bicycle access should be maximized." (Chico)
- "Public streets should be designed for the safe and efficient movement of vehicular traffic. Pedestrians should be kept separate on sidewalks, playgrounds and residential yards. Building planters and other obstructions in roadways may increase hazard and liability. Streets are safe enough to cross when necessary if children are taught and disciplined properly. American governments do not have enough authority to dictate overall land development design to provide that all streets are safe enough to play on." (Fresno)
- "Pedestrian pathways within residential subdivisions and commercial areas to encourage walking. Provide ample park and recreation facilities so that children will not have to play on streets. Building livable residential streets so that speed can be reduced through design." (San Diego)

Sources and Adequacy of the Cities' Street Standards

The survey indicates that the majority of the cities are developing their own street guidelines and standards. When asked to indicate the sources they have used, the option 'Developed by the city' was checked 45 times out of the 70 responses. Although this might attest to the cities' legislative sovereignty, in reality most of their indicated standards are not different from

previously published guidelines, such as those by ITE and the AASHTO. Furthermore only 30 percent of the respondents indicate the possibility of amending their existing city street standards, and only 18 percent proclaim dissatisfaction with them. (Figure 21)

Figure 21. Sources of the Cities' Residential Street Standards



Some of the 21 cities that are considering changes to their residential street standards indicate the following :

- Changing minimum roadway to 20 feet. (Boulder, CO)
- New general plan will incorporate Neo-traditional concepts. (Chico)
- Reviewed and adopted lesser standard of 32' for residential streets in one proposed Neo-traditional neighborhood. Any actual construction using this standard is a few years off and limited to that development. (Chula Vista)
- Most developments are now PUDs which set their own standards- there is little need for formal standards. (Clayton)
- Desire to reestablish setback sidewalk standard with minimum 5' planting and narrow roadway to 32'. (Denver, CO)
- Might consider more narrower standards and eliminating on street parking. (Gilroy)
- Looking at village concept with narrower streets. (Livermore)
- Developing street standards for Neo-traditional neighborhoods with improvement in travel speeds (lower speeds) through residential streets. (Modesto)
- Adopted a new ordinance creating "rural street standards." The attempt of these additions to the Novato Municipal Code is to provide more flexibility in designing a street to meet the rural character of portions of our community. (Novato)
- Adding traffic calming devices. (Tacoma, West Palm Beach, FL)

Others express their desire for change in the following comments:

Flexibility

- Create more flexible standards based on use/design criteria. (Boulder, CO, Fresno, Moraga)
- All private streets should meet some city imposed standards. (Colorado Springs, CO)

Street Width

- "We generally require too much width- resulting in excessive speed problems. Reduction of width and perhaps restricting parking to make street more livable is desirable." (Bakersfield)
- Eliminate standards with parking on one side only (difficult to enforce). Provide sidewalks in residential areas on both sides of the street. (Danville)
- Would like to require wider ROW for landscaping purposes. (Houston, TX)
- Tighter horizontal curvature, narrow width. (Lakewood, CO)
- Narrower local streets - to 36 feet and reduced width on cul-de-sacs. (Livermore)
- Reduce residential street width. (Poway)
- Where large lots are planned and parking could be accommodated on one side of the street the width could be reduced to 32'. (Riverside)
- Completely eliminate reduced width street standard from our city standards. Cannot properly enforce no parking which is required for these types of streets to operate efficiently and safely. (Vacaville)

Street -Form

- Less grid network and more discontinuous design, less inviting for cut-through and speeding. (Austin, TX)
- Instead of narrowing roadway width, increase ROW width to 60' to provide desired planting and setback sidewalk. Original standard until 1940 was 80' ROW with setback sidewalk and 36' to 40' streets. These are the most aesthetically pleasing neighborhoods. (Denver, CO)
- Not to allow residential street to intersect with arterial or major collectors. (Garden Grove)
- Eliminate alternative standards that allow monolithic sidewalks or none at all. Increase planter strip width to provide for adequate shade tree planting and separate sidewalk from roadway for more pleasant streetscape. (Fresno)
- Wider parkway area to provide for meandering sidewalks for a more interesting pedestrian experience. (Los Angeles)

Traffic Calming

- The city is very interested in pursuing residential traffic control programs, but it has been very difficult to achieve community consensus and to deal with the significant liability exposure. (Del-Mar)
- Considering European concepts if installed by developers. (Pleasant Hill)
- Considering some traffic control measures to discourage non-residential traffic. (Watsonville)

Residential Street Safety & Traffic Performance

Problems Associated With Residential Streets

Seventy-one percent of the surveyed cities report some form of a major problem on their residential streets. Twenty-nine percent of the cities report only minor problems, while no city reports the total absence of problems on their residential streets. The most common major problem is speed of traffic, (reported by 50 cities), with safety at intersections and children playing on streets seen as the second most serious problem. (Figure 22;23)

Figure 22. Number of Cities Reporting Problems on Residential Streets and their Type

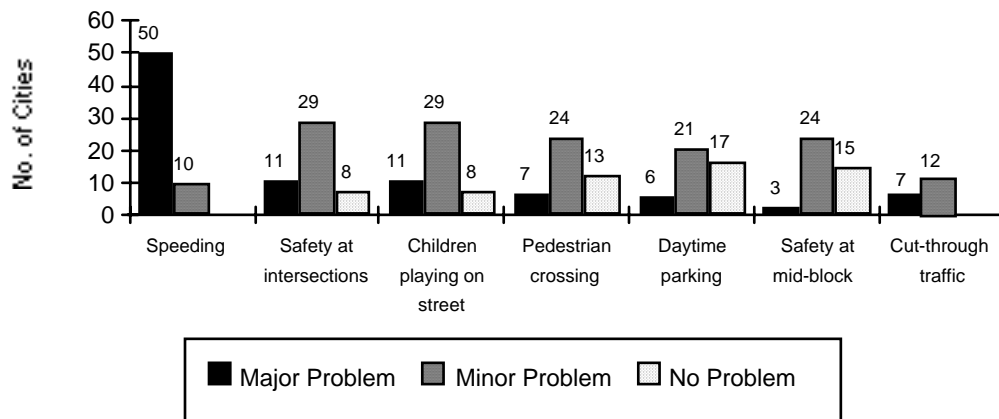
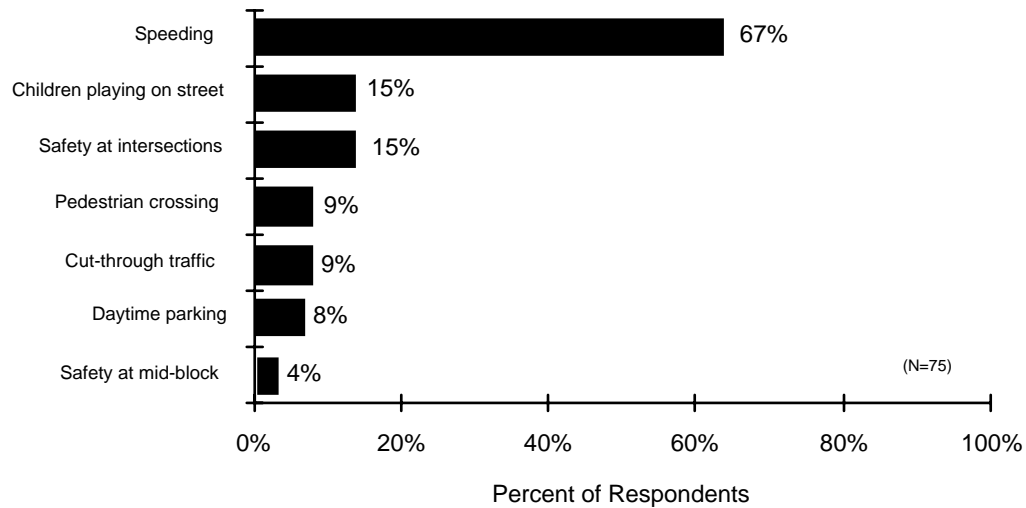


Figure 23. Major Problems on Residential Streets



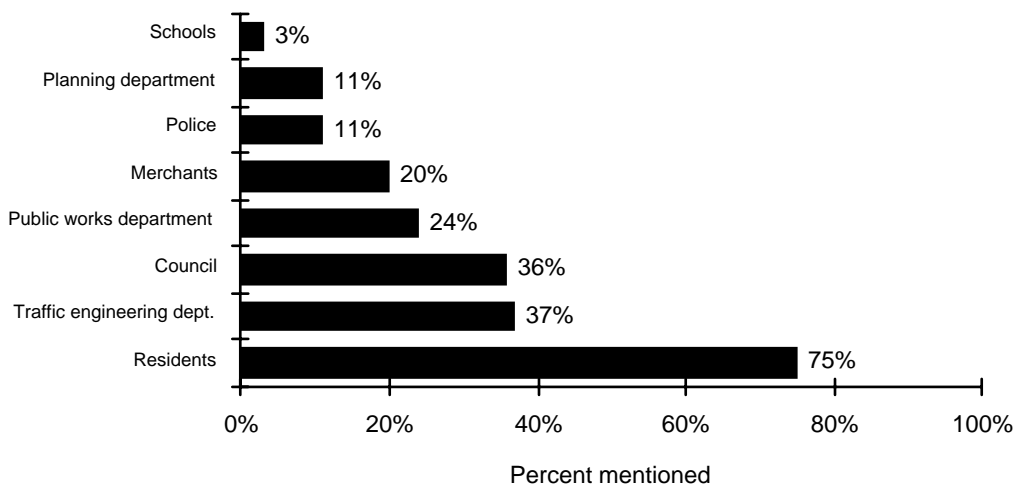
According to city officials, residents of residential neighborhoods are the most aware of traffic problems on their streets. The survey indicates that in the majority of cases (75%) it is the local residents who perceived and complained about traffic related problems. The extent of residents' dissatisfaction might indicate an inconsistency between professional practice, as manifested in street design, and its actual performance as experienced by the residents. (Figure 24)

Some of the survey comments reflect these issues:

- "City has started a neighborhood safety program; this is a three phase program. Phase one- "Garden Grove Slow". This phase lets residents call in vehicle license plates and description for speeders. Letter is sent requiring driver to slow down. Phase two - after phase one, neighborhood meetings are held and signs, striping, and markers may be installed. Phase three- if phase one and two are not effective then phase three looks at installing diverters, street closures, islands, etc." (Garden Grove)
- "In residential areas speeding is perceived to be the number one traffic related safety problem by residents." (Los Angeles)
- "Speeding is often a neighborhood issue and is dealt with increased education and police enforcement." (Novato)
- "One of the most frequent complaints to the Street Transportation Department is speeding on residential streets. The Neighborhood Speed Watch Program has been established to address this issue. Neighborhood Speed Watch is a public awareness program to record vehicle speeds on neighborhood streets and notify the registered owners of those vehicles observed speeding. It is a program in which

concerned citizens can play an active role in helping solve speeding problems in their neighborhood." (Phoenix, AZ)

Figure 24. Those Who Perceive Problems on Residential Streets Within the Cities



Neighborhood Traffic Management Schemes

Protection & Control A conflict arises when motorists choose to exit major streets and use local streets for passage through an area. When traffic volumes and speed increase beyond what is considered normal by local residents, the well being and livability in the affected neighborhood is threatened. These neighborhood traffic problems take various forms, and are generally characterized by the following concerns:

- **Traffic Safety**—The occurrence or expectation that accidents might occur and pedestrians, children in particular, would get hurt.
- **Traffic Speed**—Excessive speed. The negative reaction to speed is often a translation of concern over safety and high noise levels. Vehicles driven at high speeds are seen as a threat to the peace, safety and quality of life within the neighborhood.
- **Traffic Volumes**— Excessive amounts of traffic are often a reflection of safety and speed issues. In most cases, "through" traffic is the source of excessive traffic volumes but it can also be generated by certain land uses.
- **Traffic Composition**—Certain types of vehicles, especially trucks, buses and motorcycles, are a causes of annoyance, and are perceived as more hazardous than automobiles.

- Reduction of the Pedestrians and Social Activities—when traffic volumes increase beyond what is considered normal by local residents, or vehicle speeds increase because of street design, social street activities are greatly reduced, and the feeling of well being in the affected neighborhood is threatened.
- Impacts on and Identity—Excessive traffic problems might lead to increased resident turnover and neighborhood instability. It might also reduce residents' incentive to maintain their properties and invest in their outdoor areas.

The concept of protecting neighborhoods by ensuring that local streets serve their residential function is often supported by local ordinances. For example, the city of Tucson's Ordinance Number 6593 states in part: "All actions with regard to implementation of any feature of the Regional Transportation Plan or land use change proposal adjacent to any feature shall consider as a primary goal, the protection of existing neighborhood environments, cohesion, and integrity". (Tucson, City of 1991, 2)

The failure of existing local street systems, and physical design to provide the social qualities associated with the residential street, can be seen in the extensive application of traffic control devices by local authorities. Seventy-two percent of the 75 surveyed cities have indicated an initiation of some form of traffic control on their residential streets. Furthermore, in almost all the cases (83%), traffic control devices were initiated because of residents' demand due to safety (speeding) and through traffic. (Figure 25;26)

Figure 25. Reasons for Implementing Traffic Calming Techniques

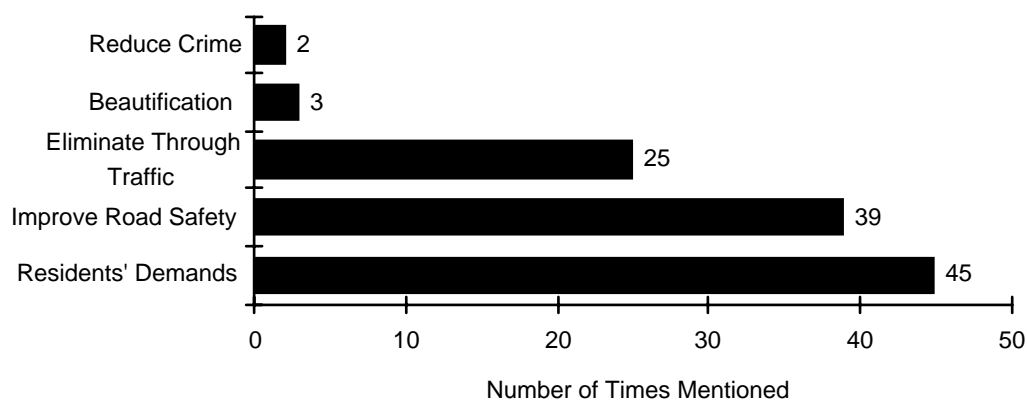
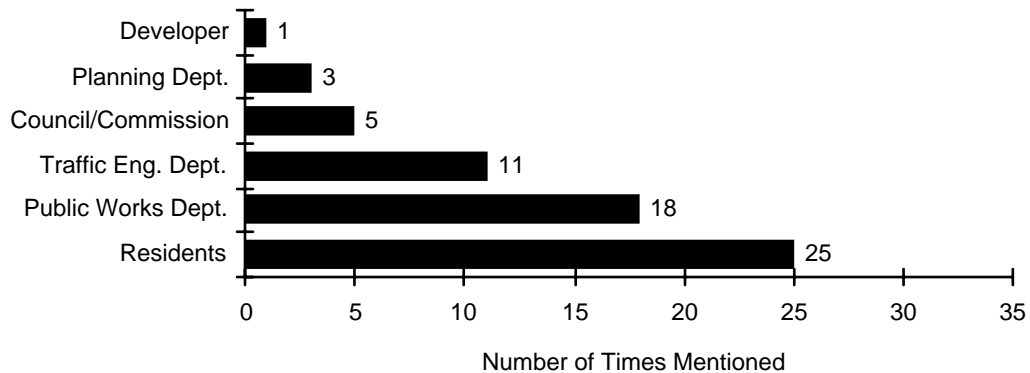


Figure 26. Project Initiation

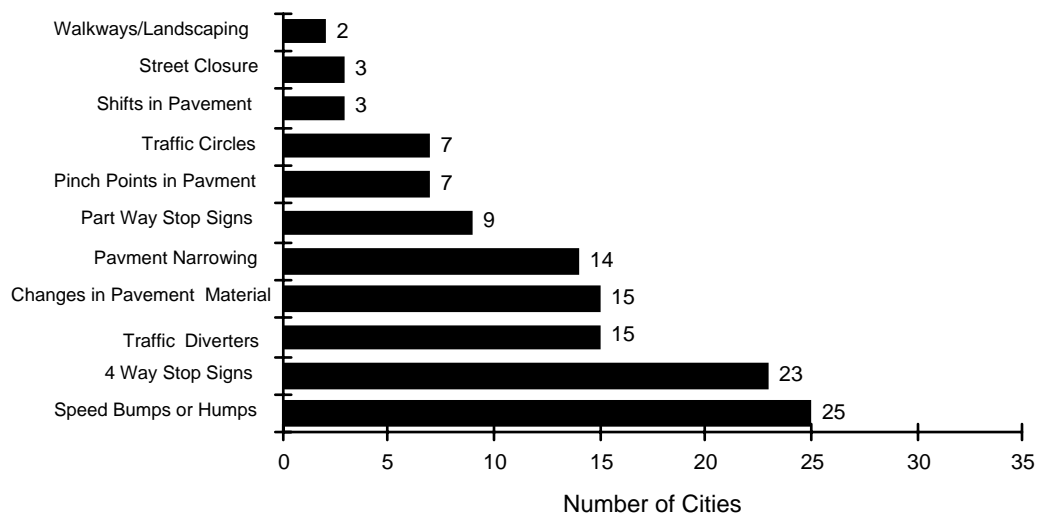


The most common technique utilized by the cities is the installation of speed humps and 4-way stop signs. (Figure 27) According to the cities' reports these techniques, as well as diverters and pavement narrowing have the most effective results. These selected techniques were considered to be effective in controlling at least one of the two major problem associated with neighborhood traffic:

- Reduction of speeds in excess of the posted speed limit.
- Reduction of unwanted traffic volumes (cut-through traffic).

The techniques were also considered to have the potential to enhance the neighborhood environmental quality through the reduction of noise, adverse air quality, beautification (landscaping), and providing a potential deterrent to crime.

Figure. 27 Utilized Traffic Calming Techniques

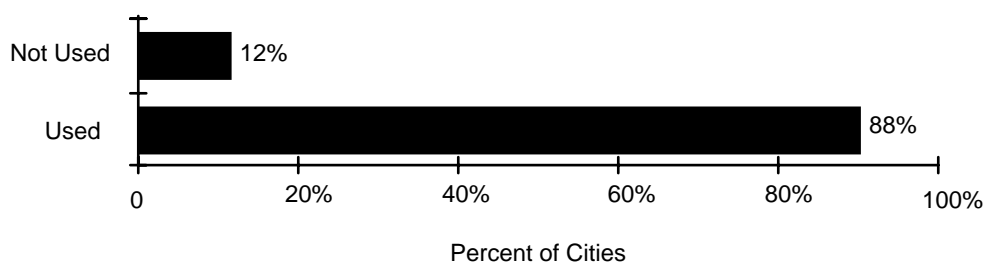


Public Involvement The key to successful implementation of a traffic management program is its acceptance by the local community. This is best achieved through the involvement of the local community in both the design and implementation stages. Most cities require both an initiation stage and a participation stage by the local residents. The city of Omaha, for example, requires that at least 75% of the property owners living at the segment of the street to be mitigated sign a petition agreeing to the traffic control device installation. Other cities establish similar procedures, these are exemplified by the city of Phoenix's requirements for the installation of speed humps:

1. Homeowners contact the Street Transportation Department to identify the streets involved and to name a representative willing to serve as the neighborhood contact.
2. Staff checks the street to determine if humps might be beneficial. The evaluation process includes receiving assurances from the Police and Fire Departments that humps will not create problems for emergency vehicles. If favorable conditions exist, the location and number of humps are determined by the city Traffic Investigator. This information is used to calculate cost estimates and to identify the immediate area of impact. Final hump locations identify where resident signatures, showing approval, are required.
3. To insure those residents most affected want humps installed, and to insure those affected in a broader sense are alerted that humps are being considered, two petitions are needed. One petition must show at least 75% approval from residents in the area that the hump is needed. All residents who live within 50 feet of the hump must approve. The other petition is used to insure that notice is given to other nearby residents who may be affected, that humps are being considered.
4. If the neighborhood collectively wants the humps and the streets meet the criteria, residents need to submit the two completed petitions along with a check to cover the initial and maintenance costs of signing and striping the humps.
5. Should conditions change and the neighborhood no longer wants the humps, a petition requesting the removal (with at least 51% approval) must be submitted. If approved, the neighborhood would be responsible for removal costs.

Almost all cities surveyed adhere to participatory procedures. Forty-two cities (88%) out of the forty-eight which implemented traffic management plans or controlling devices have consulted with the local residents. (Figure 28)

Figure 28. Participation Procedures with Residents as Part of Traffic Management Program



Selected Techniques

The following are the most common physical devices used by the cities to control traffic. These devices and their application were of interest in the analysis of this study for the following reasons:

- Their installation changes the character and physical form of the original street.
- With the exception of road humps and traffic diverters, most of the techniques are widely and successfully used in Europe but not in the United States.
- Most of the devices are not covered in the Manual on Uniform Traffic Control Devices (MUTCD), do not have established standards, but are generally accepted by the Institute of Transportation Engineers and U.S. Department of Transportation.

1. Speed Humps

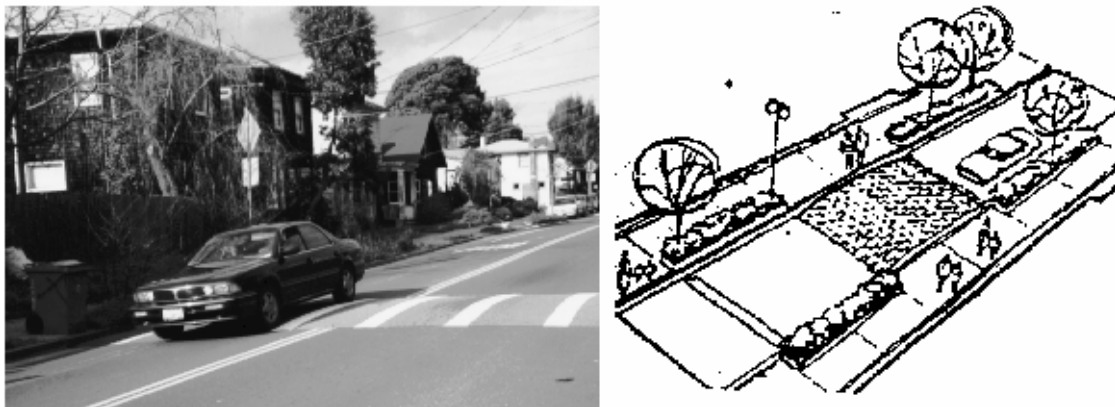


Figure 29. Speed Humps

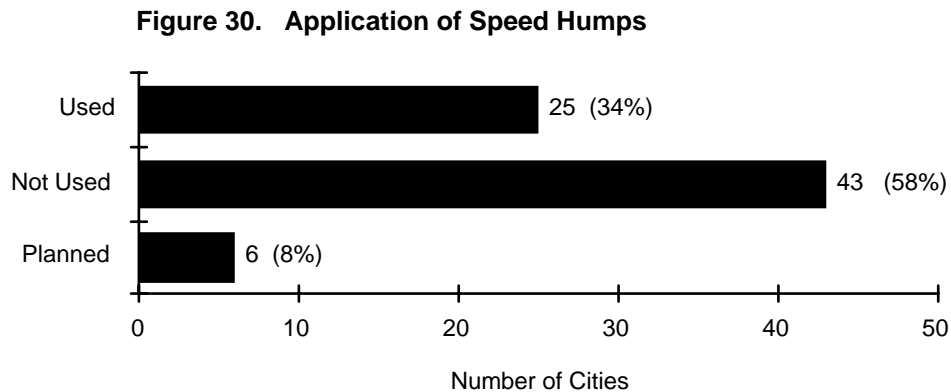
Typical Application

Used as speed and volume reduction technique.

Description

A road hump is a raised section of pavement approximately 12 feet long which gradually rises to a maximum height of 4 inches. It is usually built from curb to curb, or tapered to retain drainage and bicycle passage. The recommended installment of a 12 foot long hump, slows passing vehicles while reducing any potential vehicle damage or extreme driver discomfort that may have been encountered with the older speed bump design. Speed humps are generally not recommended for use on local streets with a high volume of bicycle traffic. Even though they can be designed to taper down to street level, near the curb for bicycle traffic, such a design may encourage automobile drivers to place one set of wheels in the bicycle area to reduce some of the effects of the hump. The same can be said for designs that allow drainage runoff to pass through a lowered section of the hump.

The majority of the cities surveyed, (58%), are not using speed humps citing liability and the lack of uniform standards as their major concerns. Forty-two percent of the cities are using or plan on using speed humps on their streets. (Figure 30)



The effects or impacts of using this device as noted by the literature and the surveyed cities are:

Speed and Volume Reduction It is generally accepted that when installed in a series, road humps will reduce the operating speeds and volumes of passing traffic. A single hump can reduce the 85 th percentile speed between 14 to 20 mph at the device itself. A series of humps with maximum spacing of 100 feet reportedly have an increased effect on speed reduction.

Survey Comments-

- Effective in reducing traffic speed. (Boulder, CO)
- Road bumps when 85% of traffic reaches 35 mph (Cupertino)
- Speed reductions documented, neighbors like them. (Colorado Springs, CO)
- Very effective, reduces 85% from 35 mph to 25 mph. Increases percentile in traffic pace from 85% to 100%. (Cupertino)

Safety There has been a great deal of debate as to the impact of speed humps on vehicle safety. While felt by some to be a hazard and promote erratic driving behavior, a study by a subcommittee of the California Traffic Control Devices Committee found that with between 150 and 200 million crossings of the state's hundreds of humps, very few claims for damages have been filed due to the undulations, and less than \$20 has been awarded for damages. Fire trucks and other large vehicles report significant jolts when passing over the undulations. (JHK 1991, 23)

Survey Comments-

- Still apprehensive as to their safety. Two reported accidents in 3 years. (Poway)
- Not considered safe or effective. (Riverside)
- Installation on experimental basis in mid-1980s, practice has since been discontinued. Found to be a safety hazard to emergency vehicles. (Tampa, FL)

- Too many problems, operational and safety, associated with these. (Vacaville)

Standards and Guidelines Not covered in the Manual on Uniform Traffic Control Devices (MUTCD) but accepted by the Institute of Transportation Engineers through its publication: *Guidelines for the Design and Application of Speed Humps* (1993)

Survey Comments-

- Not approved traffic control device makes city liable for dangerous conditions. (Antioch)
- Concern about liability. (Greensboro, NC)
- Not approved traffic control device- Designed for discomfort. (Irvine)
- Attempting to establish acceptable dimensions for 25 mph before installing. (Pinole)
- Concern about liability. (San Bernadino)
- Tested on one street, awaiting state standards. (San Jose)

Community Reaction Mixed reaction has been noted. They are generally disliked by drivers but liked by local residents.

Survey Comments-

- Speed reductions documented, neighbors like them. (Colorado Springs, CO)
- Very affective in addressing residents' concerns about speeding. (Dallas, TX)
- As pilot project we integrated 10 humps. Got a positive response. Next phase 18 more would be installed. (Modesto)

Survey General Comments-

Positive-

- Initiating pilot programs starting September 1994. (Bakersfield)
- Good but have limited effect. (Clayton)
- Used in townhouse development, private property only (Hercules)
- Has implemented successfully a pilot program and is about to implement on a larger scale. (Los Angeles)
- Not used on public streets, but are used on some private streets. (Moraga)
- Used extensively in residential areas, parks and schools and by-pass. (Sacramento)
- Successfully used. (San Diego)
- Speed Bumps discontinued 8 years ago. Speed Humps now under consideration. (San Francisco)
- Successfully installed. (Tucson, AZ)

Negative-

- City made a comprehensive review and elected not to use. (Claremont)
- Would preclude snow removal. (Denver, CO)
- No longer used as a matter of policy. (Orlando, FL)
- Limited use , not effective. (Petaluma)

- The city has a policy of not installing speed bumps or humps. (Pittsburg)

Others It has been suggested that road humps can be noisy if the distance between them is not correct. This is due to braking before the hump and speeding up between them which increases noise and air pollution.

2. Pinch Points in Pavement

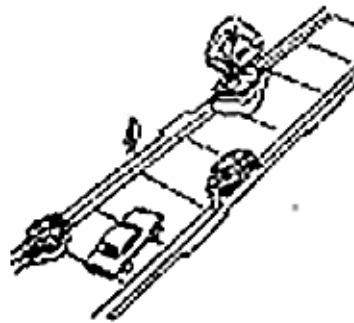


Figure 31. Pinch Points in Pavement

Typical Application

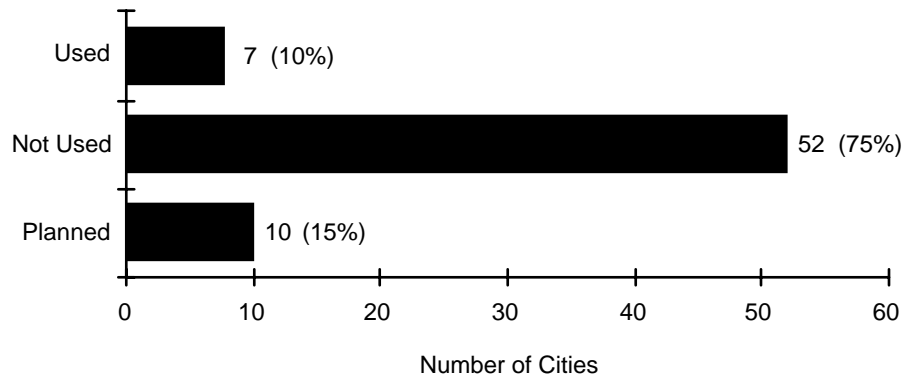
Effective in limiting the ability of cars to pass one another through narrow pavement, and thus reduce speeds.

Description

Constrictions are built in a form of extended planters or sidewalks at intervals along one side or both sides of the street. Width is influenced by various factors such as: traffic volume, provision for large vehicles and one or two-way traffic. Pinch points are usually most effective when combined with other controlling measures such as speed humps. Provisions for cyclists and drainage may be necessary in some cases.

This European technique for controlling traffic is not widely used in the United States. Seven of the surveyed cities indicate actual use of the technique, and ten others show an interest and possible application in future development. The majority of the cities (52) have not used the technique. (Figure 32)

Figure 32. Application of Pinch Points



The effects or impacts of using this device as noted by the cities are:

Speed and Volume Reduction Pinch points are mostly used to reduce traffic volumes by causing delays, but they are less effective as a speed reducing device. In order to maintain a low speed over a longer stretch, pinch points are usually placed at no less than 100 feet apart.

Survey Comments-

- Ineffective at reducing speeds (Colorado Springs, CO ; Cupertino)
- Used at two locations with good results. (Garden Grove)
- Installed in parking lanes. Minimal improvement. (Pinole)

Safety Pinch points pose some maintenance problems in street sweeping and obstruction of drainage. Need sufficient lighting to be seen well in advance.

Standards and Guidelines Not covered in the Manual on Uniform Traffic Control Devices.

Survey General Comments-

- Planned in Neo-Traditional neighborhoods. (Modesto)
- Recently implemented in some new developments. (Petaluma)
- May be considered to control speed. (Vacaville)

3. Shift in Pavement

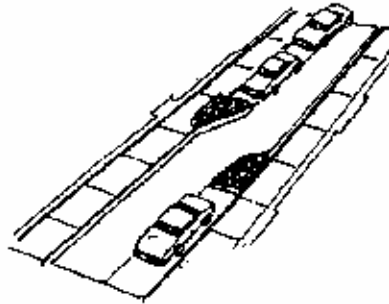


Figure 33. Shift in Pavement

Typical Application

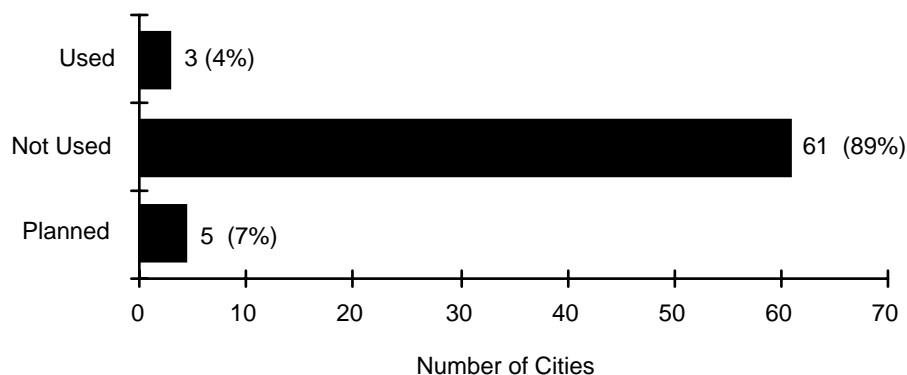
Reduction of traffic speed, and the rearrangement of street space, such as parking and sidewalks.

Description

Speed reduction is achieved by enforced turns and the interruption of drivers' forward views. Lateral shifts enforce the driver to make at least a 45 degree turn thus reducing speed. The lateral shift is often created by building alternating extensions in the pavement area. Alternate angle parking defined by permanent planters is another method used to achieve the lateral shift. The shift must be no less than the width of the traffic lane, in a two-way street, the provision of sufficient roadway width at the shift might enable drivers to take the middle line, and thus avoid the speed reducing effect. This problem may be negated by dividing the roadway at the shift.

This European method of controlling traffic speed is still unpopular in the United States. Only three of the surveyed cities have used this device on their streets. Five cities indicate an interest and possible application in the future. (Figure 34)

Figure 34. Application of Shift in Pavement



The effects or impacts of using this device as noted by literature and the surveyed cities are:

Speed and Volume Reduction European Studies show substantial decreases in speed at the shift. Results are compatible with those of speed humps.

Survey Comments-

- Ineffective at reducing speeds (Cupertino)
- This method reduced speeds and traffic volumes. (Garden Grove)

Safety The design alters the linear character of the street and therefore requires proper signs and a high standard of street lighting. Planting is desirable to lessen the impact of the extended islands. The extended non-vehicular space allows for interesting street design and increased pedestrian utilization of the street.

Standards and Guidelines Not covered in the Manual on Uniform Traffic Control Devices (MUTCD)

Survey General Comments-

- Have been considered- funding has been a problem as well as public acceptance. (Danville)
- May be considered. (Sacramento)
- Not used on public streets, but is used on some private streets. (Moraga)
- Would consider. (Livermore)

4. Pavement Narrowing (Chokers)

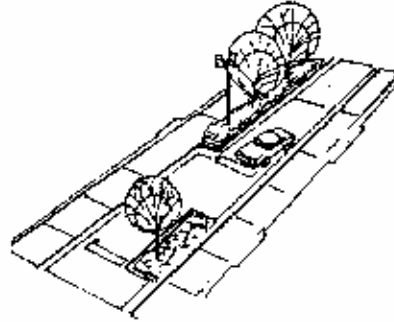


Figure 35. Pavement Narrowing

Typical Application

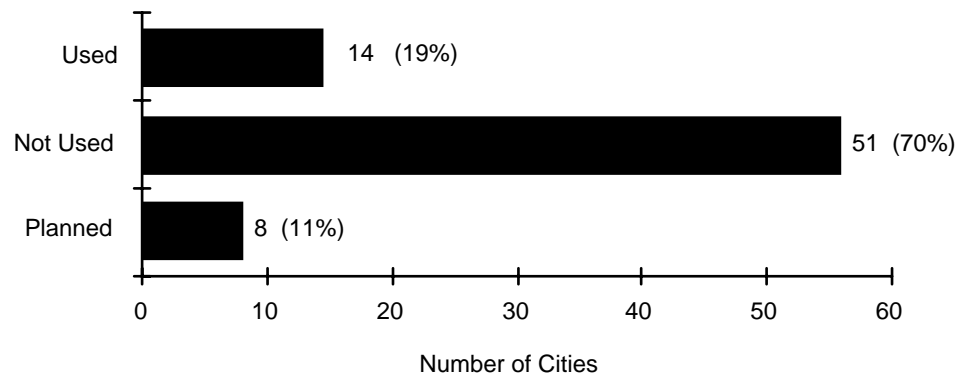
Speed reduction through extended narrow driving lane at mid-block.

Description

Extended concrete planters are constructed along both sides of the street at the parking lane. In contrast to pinch points, pavement narrowing is carried out over a longer stretch of the road. Some application of pavement narrowing can also be achieved through striping and road marking. Such application have the advantage of a narrow driving lane with an overrun lane for emergency use. This type of application has a limited effect on speed reduction if used by itself. European practices also apply pavement narrowing in the form of an extended middle island, reducing the street to narrow traffic lanes on both sides, (usually at a maximum width of 13 ft (4 m) for each lane. (Devon 1991, 50, Klau 1992, 38-39)

As with the application of Pinch Points, and Shift in Pavement, this method is not widely utilized in American cities. Fourteen of the surveyed cities use this device on their streets, while eight cities indicate future plans for implementation. Most of the applications are limited to private developments, with authorities reporting satisfactory results. In two of the cases, pavement narrowing was achieved through striping only. (Figure 36)

Figure 36. Application of Payment Narrowing (Chokers)



The effects or impacts of using this device as noted by the cities are:

Speed and Volume Reduction

Survey Comments-

- This has reduced speeds and reduced traffic volumes. (Garden Grove)
- Does show some positive results. (Colorado Springs)

Standards and Guidelines Not covered in the Manual on Uniform Traffic Control Devices (MUTCD)

Survey General Comments-

- Limited to new developments. Partially for aesthetic reasons. (Petaluma)
- Limited to private streets and PUD. (San Jose)

5. Changes in Pavement Material

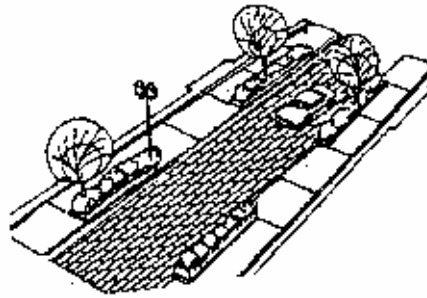


Figure 37. Changes in Pavement Material

Typical Application

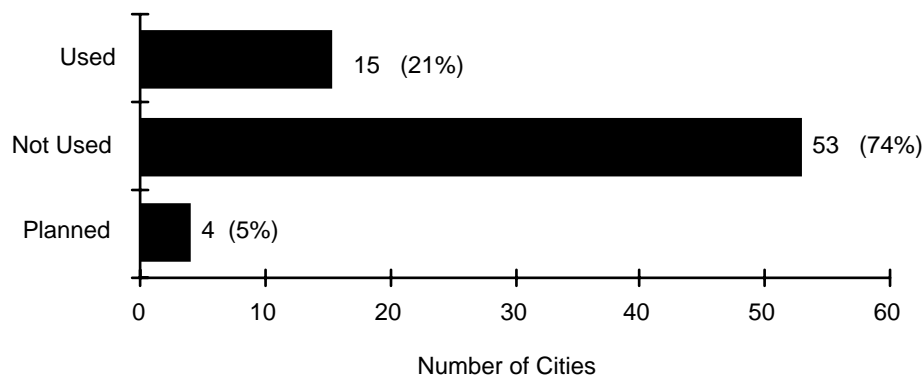
Defines special areas; useful in reinforcing other speed reduction measures.

Description

Pavement changes which result in a rougher driving area produces a visual and sensory reinforcement. It is often used to define entrances, crosswalks and improve street appearance. It may be useful in reinforcing speed reduction measures and to distinguish between different surface functions.

The use of paving material other than asphalt is usually confined to limited areas within a development. In all of the 15 cities that use this technique it is applied either in private or Planned Unit Developments or at special points to accentuate cross-walks. Most cities cite the cost as the major impedance of further implementation. (Figure 38)

Figure 38. Application of Changes in Pavement Material



The effects or impacts of using this device as noted by the cities are:

Speed and Volume Reduction Minor reduction of speed due to the rough surface. Better results can be achieved if accompanied by other measures.

Standards and Guidelines Not covered in the Manual on Uniform Traffic Control Devices (MUTCD) but generally accepted if applied according to uniform paving codes and standards.

Survey General Comments-

Positive-

- Used at entrances to new subdivision. (Antioch ; Livermore)
- Not used on public streets, but is used on some private streets. (Moraga)
- Use for crosswalk details. (Colorado Springs, CO)
- Good solution but expensive (Pleasant Hill)
- Used at the entrance of private streets. (San Clemente)
- Limited to private streets and PUD. (San Jose)
- Generally used at intersection/entries points to PUDs. (San Bernadino)
- Used to enhanced crosswalk area. (Tucson, AZ)

Negative-

- Limited use in intersections- Becomes a maintenance problem. (Irvine)
- Expensive alternative. (Modesto)

6. Traffic Diverters/ Barriers

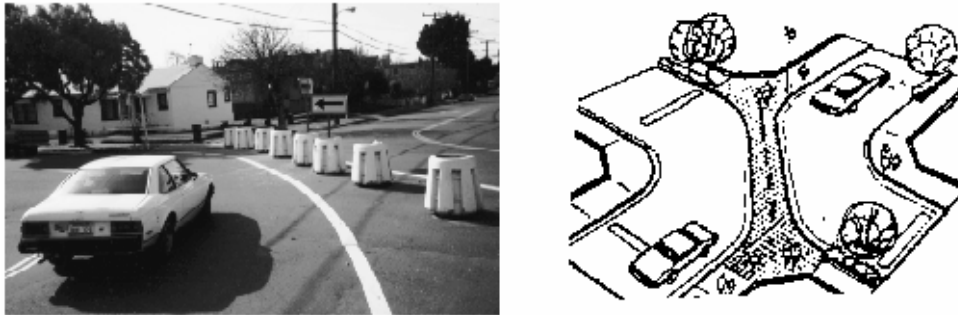


Figure 39. Traffic Diverters/ Barriers

Typical Application

Discourage or preclude travel through a neighborhood by breaking up traffic patterns associated with a grid street system. Should be used as part of a comprehensive system. Limited use will cause traffic to shift to another street or neighborhood.

Description

A barrier diagonally placed through an intersection converts it into two unconnected streets. This eliminates direct uninterrupted movement by forcing a turn at the barrier. Non local traffic must travel a longer distance through the neighborhood, reducing the local neighborhood streets' potential as through ways. It has an advantage over cul-de-spacing in that traffic is not "trapped" on the street, making the installation more acceptable to local residents and the streets more accessible to emergency vehicles. Through proper design, landscaping, advance signing, and pavement markings safety and aesthetic impacts are minimized. The installation of diverters must be part of a comprehensive neighborhood traffic control system. The use of a diverter on a single street will divert traffic to other local streets.

This device is frequently utilized by cities that have residential grid neighborhoods. Twenty-eight percent of the cities surveyed indicate the use of diverters or are planning to use them. Application of the device is usually in response to the elimination of through traffic requested by local residents. Recently it has also been use to deter criminal action such as drive-by shootings and drug related activities in inner city residential neighborhoods, (Oakland, CA, and Miami, FL). (Figure 40)

Figure 40. Application of Traffic Diverters/Barriers



The effects or impacts of using this device as noted by the cities are:

Speed and Volume Reduction Studies have shown that traffic volumes can be reduced from 20 to 70 percent when used in conjunction with other diverter systems. Speed reduction is achieved only at the immediate vicinity of the diverter. However, general reductions in speed may be noticed if the diverters cause a breakup of typical higher speeds associated with linear through routes.

Safety Before and after studies of accident rates on streets with diverters show a substantial reduction in accidents after the installation of diverters. System wide accident experiences, however, reportedly remain the same. Some concerns have been expressed over emergency vehicle access and the aesthetic appearance of the diverters.

Survey Comments-

- Results have been mixed, police and fire have problems with access. (Garden Grove)
- Problem for emergency vehicles (Hercules)

Standards and Guidelines Not listed in the MUTCD. However, diverters may be considered as a channeling island, if constructed and marked as such.

Community Reaction While residents of areas where diverter systems are used are generally in favor of them, residents in other areas are generally opposed. This is exemplified by a vote in Berkeley, California where areas of the city that had no diverters voted for the removal of them in other parts of the city, while voters in areas with diverters voted to retain them.

Survey Comments-

- Successful at some locations, not at others. Usually installed due to neighborhood demand. (Perception of crime reduction). (Miami, FL)

Survey General Comments-

Positive-

- Creates a curvilinear street design over grid pattern. Creates natural diversion and eliminates cut-through trips. (Irvine)

- Used as necessary to prohibit left turns onto a major street. (Riverside)
- Effective if properly placed. Good subdivision design and planning avoids this problem. (Gilroy)
- One installation successfully completed. (Tucson, AZ)

Negative-

- Trial installation in inner Richmond district was not successful. (San Francisco)
- Limited areas, requires major traffic study. (San Jose)

Shared Streets (Woonerf)

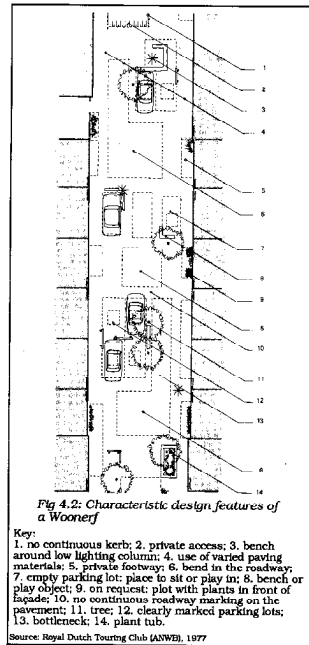


Figure 41. Shared Streets (Woonerf)

Description

The shared street concept (Woonerf) is the prevalent technique for residential neighborhood traffic control in Europe. Its fundamental concept is an antithesis to the notion of segregating pedestrians and vehicles. It is defined by the elimination of the traditional division between roadway and sidewalks. One road surface is created and the maximum vehicle speed is restricted to a walking pace. Thus pedestrians, children at play, bicyclists, parked cars and moving cars all share the same surface. Though it seems these uses conflict with each other, the physical design is such that the pedestrian has primary rights while the driver is the intruder. Various studies and surveys conducted in the last twenty years indicate a considerable reduction in traffic speed and accidents. They also show an increase of street's social interaction, play, and a high degree of satisfaction by the residents.

None of the surveyed cities have implemented such a concept, and only half (49%) were aware of its existence. Yet sixteen of the cities indicated interest and would consider possible application in the future.

Most of the cities voiced the following concerns in applying the concept to the American setting:

- Lack of approved guidelines and standards.
- Fear of liability.
- Problems with service and emergency access/approval.
- Cost and Maintenance

Survey Comments

Negative-

- Appears to give no consideration to traffic volume or safety, nor pedestrian safety. Ridiculous idea for a public street. (Antioch)
- Cleaning could be expensive if done by local agency. (Bakersfield)
- America uses larger trucks for local trips. Compounds danger of worst drivers. (Chico)
- Liability risk (Claremont)
- While residents are concerned about speed (Especially from vehicles outside the neighborhood), the inconvenience of this type of proposal would bother them more. (Clayton)
- The concept is appealing, but the liability concerns are very significant. (Del Mar)
- Appears that it would significantly increase maintenance cost. (Gilroy)
- Could be a problem for emergency vehicles. (Hercules)
- Looks disjointed with numerous conflict points. (Irvine)
- Liability and financing concerns would have to be resolved for this concept to be viable. (Los Angeles)
- Too many potential liability issues. Insufficient ROW width on most of our residential streets. (Miami, FL)
- Hinders maintenance and cleaning. Could cause liability problems if accidents occur. (Pittsburg)
- Mixed pedestrian and auto areas creates safety problems. (Pleasanton)
- Not appropriate. (Riverside)
- Too expensive (initial cost and maintenance) liability concern over some elements. Significant resident opposition to extreme measures. (San Jose)
- Expensive, eliminates certain number of parking spaces abutting residences. (San Francisco)
- Difficult to implement due to emergency service needs. (Tuscon, AZ)
- Can work in situations with 1,000 or less ADT. Not well received by the citizens. (Orlando, AZ)
- Not appropriate for our city. (Walnut Creek)

Positive-

- For higher density, 10+ units per acre, this type of street seems appropriate. The City of Boulder is going to try this concept on a limited basis. (Boulder)
- Appropriate for dense urban areas. (Cupertino)
- We would like to try this concept in several neighborhoods when the opportunity to do so presents itself. (Danville)
- This concept may be appropriate to some streets but we have no plans for installation. (Foster City)
- Could be used on private streets, cluster homes, PUDs, etc. (Greensboro, NC)
- We are considering a new program that will establish criteria to implement some of these ideas to determine benefits and appropriateness. (Sacramento)
- We would like to try this concept but the city is unable to fund it. (Lakewood, CO)
- Interested in pursuing this concept. (Littleton, CO)
- We would consider for very low volume streets. We are concern about liability issues. (Livermore)
- This would be acceptable in PUD with private streets. (Moraga)
- Appropriate for low volume residential street with less than 500 ADT. (San Clemente)
- Difficult to retrofit, loss of on-street parking. (San Diego)
- May be possible to implement for short streets. (Santa Barbara)
- This concept may be used in our mixed-use areas but probably not in residential areas. We may use some of these elements in our new residential streets. (Tacoma, WA)
- Because of high maintenance we would only consider it for private streets. (Watsonville)

Summary of Devices Use

The following charts summarize the survey and literature findings about traffic control techniques.

Table 2. Devices Characteristics and Potential- Summary

Device	Traffic Reduction	Speed Reduction	Noise & Pollution	Safety	Access Restrictions	Emergency Access	Maintenance Problems	Level of Violation	Cost
Speed Humps	Possible	Limited	Increase	Improved	None	Minor Problems	None	Low	Low
Pinch Points	Possible	Limited	No Change	Improved	None	No Problems	Vandalism	None	Moderate
Shift in Pavement	Possible	Likely	No Change	Improved	None	Minor Problems	None	None	Moderate
Pavement narrowing	Possible	Likely	No Change	Improved	None	Minor Problems	None	None	Moderate
Pavement material	No	Minor	No Change	Unclear	None	No Problems	None	None	Moderate
Shared Space (Woonerf)	Yes	Likely	Decrease	Improved	Some	Minor Problems	Vandalism	Low	High
<i>Other Devices Mentioned</i>									
Rumbling Strips	Unlikely	Limited	Increase	Unclear	None	Minor Problems	None	Low	Low
Stop Signs	Unlikely	None	Increase	Improved	None	No Problems	None	Potentially High	Low
Street Closure	Yes	Yes	Decrease	Improved	Yes	Some Constraints	None	Low	Moderate
Traffic Circle	Possible	Likely	No Change	Unclear	None	No Problems	None	Low	Moderate
Traffic diverters-barriers	Yes	Likely	Decrease	Improved	Yes	Minor Problems	Vandalism	Low	Moderate
Entrance Treatment	Possible	Limited	No Change	Improved	Some	Minor Problems	Vandalism	None	Moderate
Force Turn	Yes	Possible	Decrease	Improved	some	Minor Problems	None	Potentially High	Low

CONCLUSIONS & PROSPECTS

As a result of the study findings, the following general conclusions can be drawn:

- Most cities are still adhering to published street standards as recommended by different professional organizations.
- Even though most of the cities develop and inscribe their own sets of guidelines and standards, these are often no different than those published by professional and government institutions.
- Although many city officials acknowledge the need to amend certain aspects of their regulations and create a more flexible framework for street design, most hold that the current practice is satisfactory.
- The prevalent minimum street standards set by cities are:
 - ROW- 50 feet
 - Roadway width (curb to curb)- 36 feet - (two- 10 foot driving lanes, two -8 foot parking lanes). This dimension is also deemed to be the most appropriate roadway width by the majority of the respondents.
 - Sidewalks- 5 feet (Required by 84% of the cities).
 - Planting Strip (between curb and sidewalk), not required.
 - Building Setback- 20 feet
 - Street Trees- 1 per lot
- The desire to accommodate a "worst case design scenario" such as: cars parked on both sides of the street, an emergency vehicle with its outriggers, and one open travel lane on a residential street, often leads to an excessive width, higher travel speeds and probably fewer pedestrians.
- One of the prevalent reasons for not implementing different street configurations and standards is due to liability concerns. The fact that public street standards are rigid and less bound to be changed can be seen when compared to private street configurations. When the burden of liability is transferred from the city to the homeowners association, typical street guidelines and standards are categorically changed. The majority of cities (84%) allow for such changes, with most permitting different widths and parking configurations.
- With regard to the street system, cul-de-sacs are seen by the respondents as the most appropriate form of street for residential neighborhoods, while grid patterns and through streets are considered less suitable.
- A discrepancy exists between the officials' satisfaction with their cities' street standards and the share of traffic problems associated with the streets.

- This discrepancy can also be seen in the application of traffic control devices used by local authorities to mitigate these problems.
- Residents of residential neighborhoods are the most aware of traffic problems on their streets. In the majority of cases (75%), it is the local residents who perceive and complain about traffic related problems. The extent of the residents' complaints might indicate an inconsistency between professional views, as manifested in street design, and the street actual traffic performance as experienced by the residents.
- Speed of traffic is the most common problem associated with residential streets.
- The most common technique utilized by the cities to control speed is the installation of speed humps and 4-way stop signs. According to the cities' reports these techniques, as well as diverters and pavement narrowing, have the most effective results.

Prospects

The independence of local agencies, and their ability to perform away from the government's yardstick is key to changing regulations and standards. In many parts of the United States such trends are beginning to emerge. As more communities are wrestling with quality-of-life problems due to uncontrolled growth, environmental pollution and failure of existing infrastructure, they begin to take a stronger interest in their local power. The importance of local decision making and its self-empowerment has also been acknowledged by the federal government. An example of such can be seen in the federal Inter Model Surface Transportation Efficiency act of 1991. ISTAE, for the first time, re-authorized the federal-aid highway and transit funds to be distributed at the discretion of state and local agencies. This act opens the possibility for local communities to establish their own initiatives, and be supported legally and financially by favorable agencies.

It is important for city officials to realize that courts have usually ruled in favor of local jurisdictions that approved lower design standards for local roads, as long as the standards were set in writing. (Mercier 1987) In California, as well as in other states, under statutory immunities titled "design immunity", a public entity is generally not liable for injuries caused by a dangerous condition of public property if the following three essential elements are satisfied:

- (1) a causal relationship between the plan or design and the accident.
- (2) discretionary approval of the plan or design prior to construction or improvement.
- (3) substantial evidence supporting the reasonableness of the plan or design.

As stated by the courts in several cases, this type of immunity reflects a legislative intent to insulate discretionary planning and design decisions by responsible public officials from review in tort litigation. (Freiser 1992, 367-372) These acts are particularly important as liability and legal issues are cited by cities' transportation and public works departments as the most critical issue associated with the implementation of different street configurations and reduced standards.

It seems that in the near future the most probable venue for implementing change in residential street standards and regulations will be in the private domain. As seen in this study, most cities allow for a different, more flexible, set of standards to be implemented on private streets. A successful example of this approach can be seen at Seaside, Florida. In this private development the residential streets are composed of one paved surface shared by pedestrians and cars. There are no raised sidewalks or curbs, and automobile speed is controlled by the narrow driveway and the short street block. Yet, the private street should only serve as an interim solution leading to changes of standards for public streets. City officials should realize that the current practice of allowing a different set of standards on private streets, acknowledges the inadequacy of their public street standards, and validates the assumption that liability issues guide change rather than actual performance.

Finally, it is crucial that public and professional agencies and associations such as the Institute of Traffic Engineers, the American Association of State Highway and Transportation Officials, and the National Committee on Uniform Traffic Laws and Ordinances, will periodically review, revise and make their guidelines versatile. The publications of such official documents provides the local jurisdictions with the necessary support to justify decision contrary to conventional practice.

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Appendix A.- Survey Sample
Appendix B.- Participating Cities

City	Department	Telephone
Albany, CA	Public Works	(510) 528-5759
Antioch, CA	Public Works	(510) 779-7050
Austin, TX	Transportation Division	(512) 499-7010
Bakersfield, CA	Public Works	(805) 326-3724
Boulder, CO	Public Works	(303) 441-3240
Brentwood, CA	Public Works	(510) 634-6920
Burlingame, CA	Public Works	(415) 696-7236
Chico, CA	General Services	(916) 895-4989
Chula Vista, CA	Public Works	(619) 691-5116
Claremont, CA	Public Works	(909) 399-5474
Clayton, CA	Engineering	(510) 672-9700
Col. Springs, CO	Transportation	(719) 578-6663
Cupertino, CA	Public Works	(408) 777-3240
Dallas, TX	Transportation	(214) 670-5035
Danville, CA	Development Services	(510) 820-1080
Del Mar, CA	Public Works	(619) 755-3294
Denver, CO	Public Works	(303) 640-3958
Dublin, CA	Public Works	(510) 833-6630
El Cajon, CA	Public Works	(619) 441-1651
Foster City, CA	Public Works	(415) 349-1200
Fresno, CA	Public Works	(209) 498-1461
Garden Grove, CA	Development Services	(714) 741-5190
Gilroy, CA	Public Works	(408) 848-0450
Greensboro, NC	Transportation	(910) 373-2229
Hercules, CA	Public Works	(510) 799-8242
Houston, TX	Public Works	(913) 658-4334
Irvine, CA	Public Works	(714) 724-6425

La Mesa, CA	Public Works	(619) 463-6611
City	Department	Telephone
Laguna Niguel, CA	Public Works	(714) 362-4377
Lakewood, CO	Traffic Engineering	(303) 987-7984
Littleton, CO	Public Services	(303) 795-3863
Livermore, CA	Public Works	(510) 373-5263
Lodi, CA	Public Works	(209) 333-6706
Los Altos, CA	Public Works	(415) 948-1491
Los Angeles, CA	Transportation	(213) 485-6193
Martinez, CA	Community Development	(510) 372-3562
Miami, FL	Public Works	N/A
Mill Valley, CA	Public Works	(415) 383-6020
Modesto, CA	Public Works	(209) 577-5430
Moraga, CA	Town Engineer	(510) 546-7111
Morgan Hill, CA	Public Works	(408) 776-7337
Novato, CA	City Engineer	(415) 897-4354
Omaha, NB	Public Works	(402) 444-5251
Orlando, FL	Public Works	(407) 246-3262
Pasadena, CA	Public Works	(818) 405-4266
Pasadena, TX	Public Works	(713) 475-7836
Petaluma, CA	Public Works	(707) 778-4345
Phoenix, AZ	Street Transportation	(602) 262-6136
Pinole, CA	Public Works	(510) 724-9010
Pittsburg, CA	Engineering	(510) 439-4930
Pleasant Hill, CA	Public Works	(510) 671-5252
Pleasanton, CA	Traffic Engineering	(510) 484-8313
Poway, CA	Engineering Services	(619) 679-4353
Riverside, CA	Public Works	(909) 782-5327
Sacramento, CA	Public Works	(916) 264-7508
San Bernadino, CA	Public Works	(909) 384-5213

San Clemente, CA	Public Works	(714) 498-2533
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City	Department	Telephone
San Diego, CA	Traffic Engineering	(619) 533-3181
San Francisco, CA	Parking and Traffic	(415) 554-2307
San Jose, CA	Public Works	(408) 277-4304
San Mateo, CA	Public Works	(415) 377-3323
Santa Barbara, CA	Transportation and Parking	(805) 564-5385
Simi Valley, CA	Public Works	(805) 583-6808
St. Petersburg, FL	Traffic Engineering	(813) 893-7421
Stockton, CA	Public Works	(209) 937-8428
Tacoma, WA	Public Works	(206) 591-5269
Tampa, FL	Public Works	(813) 274-8338
Tracy, CA	Public Works	(209) 836-4420
Tucson, AZ	Transportation	(602) 791-4259
Union City, CA	Public Works	(510) 471-3232
Vacaville, CA	Public Works	(707) 449-5170
Vallejo, CA	Public Works	(707) 648-4315
W. Palm Beach, FL	Public Works	N/A
Walnut Creek, CA	Development	(510) 256-3529
Watsonville, CA	Public Works	(408) 728-6095

From: [Brian Blake](#)
To: [Public Comment](#)
Subject: Two-way traffic along 300 west street
Date: Monday, November 1, 2021 10:35:06 PM

300 West should be placed back to a two-way street. Accommodations have been made to reverse the decision of making 300 west a one-way. I attended the meetings to change 300 west into a one-way street and the good points to make 300 west a one-way street such as no parking (taken care of with paving the planter spaces), and Safe school walking zone (taken care of by creating main street as a school boundary so students don't cross main street or walk south from school to their home).

The one concern not fixed is the uphill restricting view of cars entering Main street.

The city was very open to the citizens of 300 west at those early meetings asking them; "Would burying the power lines make the parking better and make the street safer?" The citizens said, "That is no guarantee we would feel the street is safer."

In the past meeting the 300 west citizens argued that the street is too narrow to be two-way. This problem has been addressed with the additional parking created on the East side of the street and allowing parking the gravel or unfinished areas on the West side of the street. Once again, the issues have been resolved on 300 west and it should be back to a 2-way street.

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Mr. Brian Blake

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1544-397555	ADVANCE AUTO PARTS	85446	12/6/2021	8/16/2021	\$36.84			
					36.84	5140240	SUPPLIES	Booster cables for shop
1544-397590	ADVANCE AUTO PARTS	85446	12/6/2021	8/16/2021	\$16.09			
					16.09	1060250	EQUIPMENT MAINTENANCE	Air filter for water truck
1544-397591	ADVANCE AUTO PARTS	85446	12/6/2021	8/16/2021	\$78.91			
					78.91	5140240	SUPPLIES	Tools for shop
1544-400647	ADVANCE AUTO PARTS	85446	12/6/2021	9/28/2021	\$44.04			
					44.04	1070300	PARKS GROUNDS MAINTENA	oil for Bryan's truck
1544-402470	ADVANCE AUTO PARTS	85446	12/6/2021	10/25/2021	\$301.48			
					301.48	7657252	EMS - EQUIPMENT MAINTEN	2016 Batteries
1544-402551	ADVANCE AUTO PARTS	85446	12/6/2021	10/26/2021	\$302.94			
					100.98	5140250	EQUIPMENT MAINTENANCE	Filters for trucks and sea foam fo
					100.98	5240250	EQUIPMENT MAINTENANCE	Filters for trucks and sea foam fo
					100.98	5440250	EQUIPMENT MAINTENANCE	Filters for trucks and sea foam fo
1544-402567	ADVANCE AUTO PARTS	85446	12/6/2021	10/26/2021	\$66.99			
					66.99	5240250	EQUIPMENT MAINTENANCE	Battery for sewer truck
1544-402781	ADVANCE AUTO PARTS	85446	12/6/2021	10/29/2021	\$53.94			
					53.94	1043250	EQUIPMENT MAINTENANCE	Spark plugs for 2011 exploder
1544-404518	ADVANCE AUTO PARTS	85505	12/10/2021	12/10/2021	\$238.91			
					238.91	1070250	EQUIPMENT MAINTENANCE	Filter and fuel pump for mowers
1544-404778	ADVANCE AUTO PARTS	85505	12/10/2021	12/10/2021	\$233.14			
					116.57	1054250	EQUIPMENT MAINTENANCE	Battery for police car (new office
					116.57	1070250	EQUIPMENT MAINTENANCE	Battery for parks truck (4 door)
Vendor Total:					\$1,373.28			
173492	APPLICANTPRO	85506	12/10/2021	12/10/2021	\$209.00			
					209.00	4340500	SOFTWARE EXPENSE	Hiring/Job Posting Softward
287305616388X	AT&T MOBILITY	85507	12/10/2021	12/10/2021	\$299.90			
					92.14	7657246	EMERGENCY MANAGEMENT	EM Phone
					207.76	7657280	TELEPHONE	Wireless
Nov2021	AUTHORIZE.NET	9999	12/2/2021	12/2/2021	\$25.00			
					25.00	6740650	CREDIT CARD FEES	GAteway fee for REC1 Credit C
REIMBURSE - 11	BEAGLEY, NORM	85447	12/6/2021	10/6/2021	\$357.87			
					357.87	1048230	EDUCATION, TRAINING, TRAV	Rental Car ICMA Portland
REIMBURSE - 1	BERNARDS, ALISON	85508	12/10/2021	12/10/2021	\$50.00			
					50.00	7657235	EMS - EDUCATION, TRAINING	EMS Recertification
10032936-00	BEST DEAL SPRINGS	85195	11/22/2021	11/10/2021	\$112.44			
					112.44	1060240	SUPPLIES	Parts for snow plows
10032959-00	BEST DEAL SPRINGS	85195	11/22/2021	11/10/2021	\$179.18			
					179.18	1060250	EQUIPMENT MAINTENANCE	Parts for snow plow hydraulics
Vendor Total:					\$291.62			
044247-27873	BIG O' TIRES - SANTAQUIN	85509	12/10/2021	12/10/2021	\$33.98			
					33.98	1070250	EQUIPMENT MAINTENANCE	flat repair
044247-33606	BIG O' TIRES - SANTAQUIN	85196	11/22/2021	10/29/2021	\$69.99			
					69.99	1054250	EQUIPMENT MAINTENANCE	Vehicle Maintenance - Lowham
044247-33615	BIG O' TIRES - SANTAQUIN	85196	11/22/2021	10/29/2021	\$82.99			
					82.99	1054250	EQUIPMENT MAINTENANCE	Vehicle Maintenance - M Bell
044247-33683	BIG O' TIRES - SANTAQUIN	85196	11/22/2021	11/1/2021	\$729.96			
					729.96	1054250	EQUIPMENT MAINTENANCE	Vehicle Maintenance - H. Sheph

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044247-34717	BIG O' TIRES - SANTAQUIN	85509	12/10/2021	12/10/2021	\$139.98			
					139.98	1054250	EQUIPMENT MAINTENANCE	Vehicle Maintenance - 2015 F15
044247-34789	BIG O' TIRES - SANTAQUIN	85509	12/10/2021	12/10/2021	\$122.98			
					122.98	1054250	EQUIPMENT MAINTENANCE	Vehicle Maintenance - 2020 F15
	Vendor Total:				\$1,179.88			
3970	BLACK ICE COATINGS	85448	12/6/2021	11/22/2021	\$60.00			
					60.00	1054240	SUPPLIES	Coating
UT202103079	BLUE STAKES	85510	12/10/2021	12/10/2021	\$228.16			
					76.06	5140241	UTILITY BILLING PROCESSIN	Bluestake fees
					76.05	5240241	UTILITY BILLING PROCESSIN	Bluestake fees
					76.05	5440241	UTILITY BILLING PROCESSIN	Bluestake fees
57474	BLUELINE BACKGROUND SCREEN	85511	12/10/2021	12/10/2021	\$336.00			
					336.00	1043310	PROFESSIONAL & TECHNICA	Random/New Hire Drug Testing
REIMBURSE - 1	BRADSHAW, MCKINZIE	85512	12/10/2021	12/10/2021	\$124.95			
					124.95	1054240	SUPPLIES	uniform reimbursement
11292021	Briscoe, Lorien	9999	11/29/2021	11/29/2021	(\$4.00)			
					-4.00	1015800	SUSPENSE	Direct Deposit Returned - Cut ch
11292021A	Briscoe, Lorien	85436	11/29/2021	12/1/2021	\$4.00			
					4.00	1015800	SUSPENSE	Direct Deposit Returned - Cut ch
	Vendor Total:				\$0.00			
82920	BUFFO'S TERMITE & PEST CONTROL	85449	12/6/2021	11/17/2021	\$170.00			
					170.00	1070300	PARKS GROUNDS MAINTENA	Vole killer
17-266	BUTLER, TROOPER STERLING	85513	12/10/2021	12/10/2021	\$18.50			
					18.50	1042310	PROFESSIONAL & TECHNICA	Witness Fees
2021-01	CAMPBELL SOLUTIONS, LLC	85514	12/10/2021	12/10/2021	\$250.00			
					250.00	1042310	PROFESSIONAL & TECHNICA	Interpreter Services
REIMBURSE - 11	CARROL, ETHAN	85197	11/22/2021	10/19/2021	\$175.21			
					175.21	1048240	SUPPLIES	Work Boots for Ethan Carrol
0384006001 NO	CENTRACOM INTERACTIVE	85450	12/6/2021	11/4/2021	\$3,285.92			
					3,285.92	4340240	TELEPHONE & INTERNET	December Billing
UC01037	CENTURY EQUIPMENT COMP	85515	12/10/2021	12/10/2021	(\$258.19)			
					-258.19	1060250	EQUIPMENT MAINTENANCE	O rings for backhoe
UP32512	CENTURY EQUIPMENT COMP	85515	12/10/2021	12/10/2021	\$833.67			
					208.41	1060250	EQUIPMENT MAINTENANCE	Backhoe parts
					208.42	5140250	EQUIPMENT MAINTENANCE	Backhoe parts
					208.42	5240250	EQUIPMENT MAINTENANCE	Backhoe parts
					208.42	5440250	EQUIPMENT MAINTENANCE	Backhoe parts
UW05007	CENTURY EQUIPMENT COMP	85515	12/10/2021	12/10/2021	\$2,404.16			
					601.04	1060250	EQUIPMENT MAINTENANCE	Rear end replacement for backh
					601.04	5140250	EQUIPMENT MAINTENANCE	Rear end replacement for backh
					601.04	5240250	EQUIPMENT MAINTENANCE	Rear end replacement for backh
					601.04	5440250	EQUIPMENT MAINTENANCE	Rear end replacement for backh
	Vendor Total:				\$2,979.64			
111821	CENTURYLINK	85198	11/22/2021	11/7/2021	\$67.01			
					67.01	4340240	TELEPHONE & INTERNET	Land Line - Museum Alarm
111821B	CENTURYLINK	85198	11/22/2021	11/7/2021	\$179.28			
					179.28	4340240	TELEPHONE & INTERNET	Land Line PS Facility - Elevator/
	Vendor Total:				\$246.29			
21K0181	CHEMTECH-FORD, INC	85199	11/22/2021	11/11/2021	\$105.00			
					105.00	5240310	PROFESSIONAL & TECHNICA	Effluent testing

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21K0594	CHEMTECH-FORD, INC	85199	11/22/2021	11/17/2021	\$80.00			
					80.00	5240310	PROFESSIONAL & TECHNICA	Effluent testing
21K0597-AMEN	CHEMTECH-FORD, INC	85199	11/22/2021	11/10/2021	\$80.00			
					80.00	5140310	PROFESSIONAL & TECHNICA	Water quality testing
21K0937	CHEMTECH-FORD, INC	85516	12/10/2021	12/10/2021	\$80.00			
					80.00	5240310	PROFESSIONAL & TECHNICA	Effluent testing
21K0941	CHEMTECH-FORD, INC	85451	12/6/2021	11/17/2021	\$120.00			
					120.00	5140310	PROFESSIONAL & TECHNICA	Water quality tests
21K0942	CHEMTECH-FORD, INC	85451	12/6/2021	11/17/2021	\$20.00			
					20.00	5140310	PROFESSIONAL & TECHNICA	Water quality tests
21K1233	CHEMTECH-FORD, INC	85451	12/6/2021	11/22/2021	\$20.00			
					20.00	5140310	PROFESSIONAL & TECHNICA	Water quality test
21K1234	CHEMTECH-FORD, INC	85451	12/6/2021	11/30/2021	\$123.00			
					123.00	5240310	PROFESSIONAL & TECHNICA	Effluent and influent testing
21K1447	CHEMTECH-FORD, INC	85451	12/6/2021	11/29/2021	\$20.00			
					20.00	5140310	PROFESSIONAL & TECHNICA	Investigative sample for resident
21L0028	CHEMTECH-FORD, INC	85451	12/6/2021	12/1/2021	\$100.00			
					100.00	5140310	PROFESSIONAL & TECHNICA	water quality testing
	Vendor Total:				\$748.00			
PR112021-7171	CHILD SUPPORT SERVICES/ORS	85437	11/26/2021	11/26/2021	\$140.31			
					140.31	1022420	GARNISHMENTS	Garnishment - Child Support
PR120421-7171	CHILD SUPPORT SERVICES/ORS	85501	12/10/2021	12/10/2021	\$140.31			
					140.31	1022420	GARNISHMENTS	Garnishment - Child Support
	Vendor Total:				\$280.62			
0401760	CHRISTENSEN OIL	85517	12/10/2021	12/10/2021	\$143.40			
					143.40	5240240	SUPPLIES	Kerosene for pressure washer
17-276	CHRISTENSEN, BROOKLYN	85518	12/10/2021	12/10/2021	\$18.50			
					18.50	1042310	PROFESSIONAL & TECHNICA	Witness Fee
1375	CHRISTOPHER SWENSON CONSTRU	85452	12/6/2021	11/13/2021	\$754.00			
					754.00	1068310	PROFESSIONAL & TECHNICA	Inspection Services
2022-126436-5	CITY OF OREM	85519	12/10/2021	12/10/2021	\$80.00			
					80.00	1054311	PROFESSIONAL & TECHNICA	Use of gun range
OCTOBER2021	CLASSIC CAR WASH OF SANTAQUIN	85200	11/22/2021	10/15/2021	\$150.00			
					150.00	1054250	EQUIPMENT MAINTENANCE	vehicle wash
8498	CUSTOM SIGNWORKS, LLC	85520	12/10/2021	12/10/2021	\$405.00			
					405.00	6240965	SANTAQUIN HOLLY DAYS EX	Holly Days Banners
NOV2021	CYBER SERVE	9999	12/2/2021	12/2/2021	\$127.55			
					127.55	6740650	CREDIT CARD FEES	Credit Card Admin Fees Nov 20
8998	DAILY HERALD, THE	85521	12/10/2021	12/10/2021	\$180.18			
					180.18	1043220	NOTICES,ORDINANCES,PUBL	Public Hearing - Budget Amend
F2205E00880	DEPT OF GOVERNMENT OPERATION	85522	12/10/2021	12/10/2021	\$8,655.38			
					172.93	1043260	FUEL	APRIL
					91.96	1048260	FUEL	APRIL
					4,839.98	1054260	FUEL	APRIL
					342.83	1060260	FUEL	APRIL
					342.83	1062260	FUEL	APRIL
					393.53	1068260	FUEL	APRIL

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					342.83	1070260	FUEL	APRIL
					342.83	1077260	FUEL	APRIL
					342.83	5140260	FUEL	APRIL
					342.83	5240260	FUEL	APRIL
					163.76	6740260	FUEL	APRIL
					461.61	7657260	FUEL	APRIL
					474.63	7657260	FUEL	APRIL
120721	DOMINION ENERGY INC.	85523	12/10/2021	12/10/2021	\$2,906.74			
					859.41	1051270	UTILITIES	1205 N CENTER STREET
					127.21	1051270	UTILITIES	200 S 400 W
					359.01	1051270	UTILITIES	275 W MAIN STREET
					1,340.21	1051270	UTILITIES	45 W 100 S
					109.88	1051270	UTILITIES	55 W 100 S
					89.82	1051270	UTILITIES	98 S CENTER STREET
					21.20	5240500	WRF - UTILITIES	1215 N CENTER STREET
111721	DR HORTON - BOND RELEASES	85453	12/6/2021	11/17/2021	\$25,000.00			
					5,000.00	1022450-416	(BOND-LANDSCAPE)[Plat G-L	Landscape Bond Release - Foot
					5,000.00	1022450-454	(BOND-LANDSCAPE)[Plat I-Lot	Landscape Bond Release - Foot
					5,000.00	1022450-514	(BOND-LANDSCAPE)[Plat I-Lot	Landscape Bond Release - Foot
					5,000.00	1022450-518	(BOND-LANDSCAPE)[Plat I-Lot	Landscape Bond Release - Foot
					5,000.00	1022450-525	(BOND-LANDSCAPE)[Plat I-Lot	Landscape Bond Release - Foot
1	DRY CLEANING & BEYOND	85524	12/10/2021	12/10/2021	\$124.84			
					124.84	1054250	EQUIPMENT MAINTENANCE	old invoice uniforms
REIMBURSE - 11	DUKE, ALLEN & MELANIE	85454	12/6/2021	11/22/2021	\$50.00			
					50.00	1043482	TEAM APPRECIATION & REC	TARP Program - Fire Dept Party
PR112021-383	EFTPS	9999	11/26/2021	11/26/2021	\$47,964.89			
					28,160.58	1022210	FICA PAYABLE	Social Security Tax
					6,586.42	1022210	FICA PAYABLE	Medicare Tax
					13,217.89	1022220	FEDERAL WITHHOLDING PAY	Federal Income Tax
PR120421-383	EFTPS		12/10/2021	12/10/2021	\$36,405.42			
					20,181.78	1022210	FICA PAYABLE	Social Security Tax
					4,720.18	1022210	FICA PAYABLE	Medicare Tax
					11,503.46	1022220	FEDERAL WITHHOLDING PAY	Federal Income Tax
	Vendor Total:				\$84,370.31			
323	EMERALD TURF FARM	85455	12/6/2021	11/22/2021	\$109.47			
					109.47	1077300	CEMETERY GROUNDS MAINT	Sod for graves
41667	EMPIRE WEST	85525	12/10/2021	12/10/2021	\$644.68			
					644.68	5140240	SUPPLIES	Fire hydrant parts
20124691	EPIC ENGINEERING	85201	11/22/2021	9/13/2021	\$969.00			
					969.00	1022450-388	(INSP)[Plat B]SUMMIT RIDGE	Epic Engineering Testing for Su
20124692	EPIC ENGINEERING	85201	11/22/2021	9/13/2021	\$2,618.00			
					2,618.00	1022450-418	(INSP)[Plat D]FOOTHILL VILLA	Epic Engineering Testing for Foo
20124694	EPIC ENGINEERING	85201	11/22/2021	9/13/2021	\$106.00			
					106.00	1022450-480	(INSP)McMULLIN RESIDENTIA	Epic Engineering Testing for Mc
20124695	EPIC ENGINEERING	85201	11/22/2021	9/13/2021	\$703.00			
					703.00	1022450-467	(INSP)[Plat C]SR TOWN HOME	Epic Engineering Testing
20124696	EPIC ENGINEERING	85201	11/22/2021	9/13/2021	\$831.00			
					831.00	4540304	HIGHLAND DR CANYON ROA	Qualitiy Control Testing Epic Eng
20124697	EPIC ENGINEERING	85201	11/22/2021	9/13/2021	\$849.00			
					849.00	1022450-475	(INSP) SORENSON 2 LOT SUB	Epic Engineering Testing

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20124698	EPIC ENGINEERING	85201	11/22/2021	9/13/2021	\$413.00			
					413.00	1022450-487	(INSP)[Plat F-5)THE ORCHAR	Epic Engineering Testing for Orc
20124700	EPIC ENGINEERING	85201	11/22/2021	9/13/2021	\$293.00			
					293.00	1022450-531	(INSP)[Phase 2)ORCHARDS HI	Epic Engineering Testing for Orc
20125152	EPIC ENGINEERING	85201	11/22/2021	10/31/2021	\$123.00			
					123.00	1022450-388	(INSP)[Plat B)SUMMIT RIDGE	Epic Engineering Testing - Sum
20125153	EPIC ENGINEERING	85201	11/22/2021	10/31/2021	\$1,194.00			
					1,194.00	1022450-418	(INSP)[Plat D)FOOTHILL VILLA	Epic Engineering Testing - Footh
20125154	EPIC ENGINEERING	85201	11/22/2021	10/31/2021	\$1,003.00			
					1,003.00	1022450-302	(INSP) JOHNSON'S GROVE A	Epic Engineering Testing - Johns
20125156	EPIC ENGINEERING	85201	11/22/2021	10/31/2021	\$3,222.00			
					1,074.00	1022450-507	(INSP) [Plat X)FOOTHILL VILLA	Epic Engineering Testing - Footh
					1,074.00	1022450-509	(INSP) [Plat Y)FOOTHILL VILLA	Epic Engineering Testing - Footh
					1,074.00	1022450-511	(INSP) [Plat Z)FOOTHILL VILLA	Epic Engineering Testing - Footh
20125157	EPIC ENGINEERING	85201	11/22/2021	10/31/2021	\$2,601.00			
					2,601.00	4540304	HIGHLAND DR CANYON ROA	Highland Drive Realignment - Ep
20125159	EPIC ENGINEERING	85201	11/22/2021	10/31/2021	\$159.00			
					159.00	1022450-531	(INSP)[Phase 2)ORCHARDS HI	Orchard Hills Ph 2 - Epic Engine
20125160	EPIC ENGINEERING	85201	11/22/2021	10/31/2021	\$1,811.00			
					1,811.00	1022450-535	(INSP)FALCON RIDGE	Epic Engineering Testing for Fal
	Vendor Total:				\$16,895.00			
128	FIRST SOURCE FUELS	85202	11/22/2021	11/18/2021	\$6,291.38			
					1,258.28	1060260	FUEL	Fuel
					1,258.28	1070260	FUEL	Fuel
					1,258.27	5140260	FUEL	Fuel
					1,258.28	5240260	FUEL	Fuel
					1,258.27	5240260	FUEL	Fuel
179	FIRST SOURCE FUELS	85456	12/6/2021	11/30/2021	\$481.80			
					120.45	1060250	EQUIPMENT MAINTENANCE	oil
					120.45	5140240	SUPPLIES	oil
					120.45	5240240	SUPPLIES	oil
					120.45	5440240	SUPPLIES	oil
	Vendor Total:				\$6,773.18			
21-350	FORENSIC NURSING SERVICES, INC	85526	12/10/2021	12/10/2021	\$100.00			
					100.00	1054311	PROFESSIONAL & TECHNICA	Post Accident Testing - Barnes
41786	FREEDOM MAILING SERVICES, INC	85527	12/10/2021	12/10/2021	\$2,350.11			
					783.37	5140241	UTILITY BILLING PROCESSIN	UTILITY BILL PROCESSING &
					783.37	5240241	UTILITY BILLING PROCESSIN	UTILITY BILL PROCESSING &
					783.37	5440241	UTILITY BILLING PROCESSIN	UTILITY BILL PROCESSING &
2447192	GENEVA ROCK	85457	12/6/2021	10/7/2021	\$837.50			
					837.50	4140704	NEW CITY HALL - SITE WORK	Concrete for ADA ramps and sid
2460231	GENEVA ROCK	85528	12/10/2021	12/10/2021	\$1,375.75			
					1,375.75	6740640	UTAH COUNTY GRANT	Concrete for disc golf pads
	Vendor Total:				\$2,213.25			
45431	HANSEN, ALLEN & LUCE, INC	85458	12/6/2021	11/18/2021	\$47,784.50			
					47,784.50	6040656	SUMMIT RIDGE TANK & BOOS	Summit Ridge PI tank and pipeli
45457	HANSEN, ALLEN & LUCE, INC	85458	12/6/2021	11/23/2021	\$246.61			
					246.61	1048310	PROFESSIONAL & TECHNICA	Santaquin Estates Hydraulic Mo

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	Vendor Total:				\$48,031.11			
fev8arm	HEALTH EQUITY INC,	9999	12/6/2021	12/1/2021	\$6,276.75			
					6,276.75	1022503	HSA	Employee/Employer HSA Contri
FSANov21	HEALTH EQUITY INC,	9999	11/26/2021	11/29/2021	\$568.63			
					434.65	1022502	FSA	Replenish for HCRA - H8qxant
					32.73	1022502	FSA	Replenish for HCRA - 80wzpyr
					25.00	1022502	FSA	Replenish for HCRA - iqkui4v
					76.25	1022502	FSA	Replenish for HCRA - fiw2odk
	Vendor Total:				\$6,845.38			
12240513	HENRY SCHEIN	85529	12/10/2021	12/10/2021	\$629.50			
					629.50	7657235	EMS - EDUCATION, TRAINING	OB Training Manikin
13051027	HENRY SCHEIN	85529	12/10/2021	12/10/2021	\$2,042.77			
					2,042.77	7657242	EMS - SUPPLIES	EMS supplies
13420734	HENRY SCHEIN	85529	12/10/2021	12/10/2021	\$122.50			
					122.50	7657242	EMS - SUPPLIES	Gulcometer Strips
	Vendor Total:				\$2,794.77			
1031411	HOME DEPOT	85530	12/10/2021	12/10/2021	\$119.95			
					119.95	1077300	CEMETERY GROUNDS MAINT	Sikaflex for Veterans Memorial
2011029	HOME DEPOT	85530	12/10/2021	12/10/2021	\$224.87			
					224.87	1051480	CHRISTMAS LIGHTS	Stand for Christmas tree
2212218	HOME DEPOT	85530	12/10/2021	12/10/2021	(\$15.20)			
					-15.20	1051480	CHRISTMAS LIGHTS	Refunded taxes
	Vendor Total:				\$329.62			
0552442641	HONEY BUCKET	85203	11/22/2021	11/15/2021	\$80.00			
					80.00	1070300	PARKS GROUNDS MAINTENA	cowboy potty
17-270	HOOSER, BILL	85531	12/10/2021	12/10/2021	\$37.00			
					37.00	1042310	PROFESSIONAL & TECHNICA	Witness Fee
63378	HORROCKS ENGINEERS, INC	85460	12/6/2021	8/23/2021	\$3,228.00			
					3,228.00	4140816	NRCS - DEBRIS BASIN STUDY	NRCS DEBRIS BASIN STUDY
63682	HORROCKS ENGINEERS, INC	85460	12/6/2021	9/13/2021	\$4,913.50			
					4,913.50	4140816	NRCS - DEBRIS BASIN STUDY	NRCS Debris Basin Design
	Vendor Total:				\$8,141.50			
RT21110866	HUMPHRIES INC	85532	12/10/2021	12/10/2021	\$5.55			
					5.55	7657242	EMS - SUPPLIES	Oxygen
24483	HYDRO SPECIALTIES COMPANY	85204	11/22/2021	6/7/2021	\$175.00			
					175.00	5440250	EQUIPMENT MAINTENANCE	Battery for PI meter
55857855	INGRAM BOOK GROUP	85205	11/22/2021	11/12/2021	\$22.75			
					22.75	7240210	BOOKS, SUBSCRIPTIONS & M	books
55857855	INGRAM BOOK GROUP	85533	12/10/2021	12/10/2021	\$799.16			
					799.16	7240210	BOOKS, SUBSCRIPTIONS & M	books
55943566	INGRAM BOOK GROUP	85205	11/22/2021	11/17/2021	\$78.95			
					78.95	7240210	BOOKS, SUBSCRIPTIONS & M	books
56379967	INGRAM BOOK GROUP	85533	12/10/2021	12/10/2021	\$462.48			
					462.48	7240210	BOOKS, SUBSCRIPTIONS & M	Library Books
	Vendor Total:				\$1,363.34			
1016287838	INTERMOUNTAIN FARMERS, INC.	85461	12/6/2021	11/18/2021	\$243.49			
					243.49	1070300	PARKS GROUNDS MAINTENA	Gopher killer

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1016288712	INTERMOUNTAIN FARMERS, INC.	85461	12/6/2021	11/18/2021	\$6.50	1070300	PARKS GROUNDS MAINTENA	Gopher killer
	Vendor Total:				\$249.99			
2021-10	INTERMOUNTAIN POLYGRAPH SERV	85206	11/22/2021	11/1/2021	\$250.00	1054311	PROFESSIONAL & TECHNICA	new officer
112580	J. GARDNER AND ASSOCIATES	85462	12/6/2021	11/9/2021	\$680.00	1054230	EDUCATION, TRAINING & TRA	Jr. Police Badges
78521	JMART PRINTING	85534	12/10/2021	12/10/2021	\$55.80	1054220	NOTICES, ORDINANCES & PU	Winter Parking Notice Forms
83067	JOHNSON TIRE SERVICE	85535	12/10/2021	12/10/2021	\$951.30	7657252	EMS - EQUIPMENT MAINTEN	new tires 2006 Ambulance
PRCMI0009726	JONES PAINT & GLASS	85463	12/6/2021	11/29/2021	\$2,959.00	1051300	BUILDINGS & GROUND MAIN	door repair at the WRF
Statement 11302	K. SHAWN PATTEN, ATT. AT LAW	85464	12/6/2021	11/30/2021	\$3,658.32	1042332	LEGAL - PUBLIC DEFENDER	Public Defender Services
REIMBURSE - 11	KC LOWHAM	85207	11/22/2021	10/25/2021	\$213.55	1054240	SUPPLIES	Uniform
22458933	LARSON & COMPANY	85536	12/10/2021	12/10/2021	\$20,700.00	1043311	ACCOUNTING & AUDITING	FY 20-21 Annual Audit
17-272	LERWILL, AUSTIN	85537	12/10/2021	12/10/2021	\$18.50	1042310	PROFESSIONAL & TECHNICA	Witness Fee
EA1088019	LES OLSON COMPANY	85538	12/10/2021	12/10/2021	\$581.28	4340300	COPIER CONTRACT	Service Agreement & Copies
EQ262230	LES OLSON COMPANY	85538	12/10/2021	12/10/2021	\$2,929.95	7240760	OTHER GRANT EXPENSES	New Copy Machine
	Vendor Total:				\$3,511.23			
INVLEX6591	LEXIPOL LLC	85539	12/10/2021	12/10/2021	\$5,635.00	4340613	FIRE DEPARTMENT SOFTWA	Lexipol Software
REIMBURSE - 11	LIND, RYAN	85465	12/6/2021	11/11/2021	\$36.99	7657242	EMS - SUPPLIES	Meeting Refreshments
REIMBURSE - 11	LIND, RYAN	85466	12/6/2021	11/22/2021	\$750.00	1043482	TEAM APPRECIATION & REC	TARP Program - Fire Dept Party
REIMBURSE - 11	LIND, RYAN	85466	12/6/2021	11/23/2021	\$1,000.00	4241060	EQUIPMENT PURCHASES	REIMBURSEMENT FOR BBQ T
	Vendor Total:				\$1,750.00			
IN88943	M&R EQUIPMENT	85540	12/10/2021	12/10/2021	\$69.50	1070310	FIELD MAINTENANCE EXPEN	Tines for ballfield groomer
01-288782	MACEYS - SANTAQUIN	85541	12/10/2021	12/10/2021	\$23.69	1041240	SUPPLIES	Council Dinner
01-308139	MACEYS - SANTAQUIN	85541	12/10/2021	12/10/2021	\$37.94	1043610	OTHER SERVICES	Columbus Day Event
01-329259	MACEYS - SANTAQUIN	85541	12/10/2021	12/10/2021	\$39.78	7540480	FOOD	Senior Food
01-343336	MACEYS - SANTAQUIN	85541	12/10/2021	12/10/2021	\$5.78	7540480	FOOD	Senior Food
03-248936	MACEYS - SANTAQUIN	85541	12/10/2021	12/10/2021	\$9.89	1041240	SUPPLIES	City Council Dinner

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04-217669	MACEYS - SANTAQUIN	85541	12/10/2021	12/10/2021	\$17.97	1041240	SUPPLIES	City Council Dinner
	Vendor Total:				\$135.05			
11292021	Maestas, Ryker	9999	11/29/2021	11/29/2021	(\$92.35)	1015800	SUSPENSE	Direct Deposit Returned - Cut ch
11292021A	Maestas, Ryker	85438	11/29/2021	12/1/2021	\$92.35	1015800	SUSPENSE	Direct Deposit Returned - Cut ch
	Vendor Total:				\$0.00			
E10258	MAGLEBY'S CATERING	85435	11/30/2021	11/30/2021	\$4,987.03	1041610	OTHER SERVICES	Employee Christmas Party Cater
111721	MCMULLIN, WILLIAM	85208	11/22/2021	11/17/2021	\$100.00	6240965	SANTAQUIN HOLLY DAYS EX	Fire Wood
REIMBURSE - 11	MILLER, JUSTIN	85467	12/6/2021	11/15/2021	\$129.98	1054240	SUPPLIES	uniform-miller
41327	MITCHELL EXCAVATION INC	85468	12/6/2021	11/10/2021	\$6,120.00	4540304	HIGHLAND DR CANYON ROA	Traffic Control
41328	MITCHELL EXCAVATION INC	85468	12/6/2021	11/10/2021	\$13,836.25	4540304	HIGHLAND DR CANYON ROA	Curb/Gutter/Sidewalk
41329	MITCHELL EXCAVATION INC	85468	12/6/2021	11/10/2021	\$3,005.00	4540304	HIGHLAND DR CANYON ROA	Secondary Services intall
41330	MITCHELL EXCAVATION INC	85468	12/6/2021	11/10/2021	\$37,459.70	4540304	HIGHLAND DR CANYON ROA	Construction of Trail along Highl
	Vendor Total:				\$60,420.95			
2630452	MOUNTAIN ALARM	85542	12/10/2021	12/10/2021	\$48.40	1051300	BUILDINGS & GROUND MAIN	Fire alarms
S104388632.001	MOUNTAINLAND SUPPLY	85209	11/22/2021	11/16/2021	\$530.00	5140240	SUPPLIES	metal detector
					265.00	5440240	SUPPLIES	metal detector
S104395484.001	MOUNTAINLAND SUPPLY	85209	11/22/2021	11/10/2021	\$2,544.19	5140240	SUPPLIES	Tapping machine
					1,272.10	5440240	SUPPLIES	Tapping machine
S104396825.001	MOUNTAINLAND SUPPLY	85469	12/6/2021	11/17/2021	\$1,650.00	5240550	WRF - EQUIPMENT MAINTEN	Check Valve for dewatering pum
S104399285.001	MOUNTAINLAND SUPPLY	85209	11/22/2021	11/11/2021	\$105.00	5140240	SUPPLIES	Marking paint for blue stakes
S104401252.001	MOUNTAINLAND SUPPLY	85209	11/22/2021	11/15/2021	\$724.44	5440250	EQUIPMENT MAINTENANCE	Parts to fix spring line pole cany
S104402142.001	MOUNTAINLAND SUPPLY	85209	11/22/2021	11/12/2021	\$2,185.63	5140242	METERS & MXU'S	Parts for meters
					728.54	5240242	METERS & MXU'S	Parts for meters
					728.55	5440242	METERS & MXU'S	Parts for meters
S104404602.001	MOUNTAINLAND SUPPLY	85469	12/6/2021	11/16/2021	\$1,528.89	5140240	SUPPLIES	spare solenoid for Summit Ridge
					764.45	5440240	SUPPLIES	spare solenoid for Summit Ridge
S104406867.001	MOUNTAINLAND SUPPLY	85209	11/22/2021	11/16/2021	(\$1,051.54)	5440250	EQUIPMENT MAINTENANCE	Check valve return
S104422265.001	MOUNTAINLAND SUPPLY	85543	12/6/2021	12/6/2021	\$3,608.54	5140240	SUPPLIES	new locator
					1,804.27			

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					1,804.27	5440240	SUPPLIES	new locator
S104426848.001	MOUNTAINLAND SUPPLY	85543	12/10/2021	12/10/2021	\$1,983.92			
					661.31	5140242	METERS & MXU'S	2" meter and meter supplies
					661.31	5240242	METERS & MXU'S	2" meter and meter supplies
					661.30	5440242	METERS & MXU'S	2" meter and meter supplies
S104430734.001	MOUNTAINLAND SUPPLY	85543	12/10/2021	12/10/2021	\$89.01			
					89.01	5140242	METERS & MXU'S	2" meter gaskets
S104434737.001	MOUNTAINLAND SUPPLY	85543	12/10/2021	12/10/2021	\$6,975.86			
					2,325.28	5140242	METERS & MXU'S	Meters
					2,325.29	5240242	METERS & MXU'S	Meters
					2,325.29	5440242	METERS & MXU'S	Meters
S104435664.001	MOUNTAINLAND SUPPLY	85543	12/10/2021	12/10/2021	\$9,153.08			
					3,051.03	5140242	METERS & MXU'S	MXU's
					3,051.03	5240242	METERS & MXU'S	MXU's
					3,051.02	5440242	METERS & MXU'S	Mxu's
	Vendor Total:				\$30,027.02			
42333	MURDOCK FORD	85210	11/22/2021	10/8/2021	\$50.96			
					50.96	1054250	EQUIPMENT MAINTENANCE	Vehicle Maintenance
PR112021-13093	NEBO LODGE #45	85439	11/26/2021	11/26/2021	\$18.00			
					18.00	1022425	FOP DUES	FOP Dues (Nebo Lodge #45)
PR120421-13093	NEBO LODGE #45	85502	12/10/2021	12/10/2021	\$18.00			
					18.00	1022425	FOP DUES	FOP Dues (Nebo Lodge #45)
	Vendor Total:				\$36.00			
24217	NIELSEN & SENIOR, ATTORNEYS	85544	12/10/2021	12/10/2021	\$23,277.52			
					23,277.52	1042331	LEGAL - PROSECUTION	Court Prosecution
588	OLD PIONEER PRESS	85545	12/10/2021	12/10/2021	\$130.00			
					130.00	6240620	FUTURE PROGRAMS	Event Halloween Sign
SAN110921	OLD PIONEER PRESS	85545	12/10/2021	12/10/2021	\$38.00			
					38.00	7240210	BOOKS, SUBSCRIPTIONS & M	Books
	Vendor Total:				\$168.00			
2919	ON-TARGET SOLUTIONS	85470	12/6/2021	11/18/2021	\$275.00			
					275.00	1054230	EDUCATION, TRAINING & TRA	Investigations Training - Glenn
REIMBURSE - 11	PACE, JEFF	85471	12/6/2021	11/22/2021	\$50.00			
					50.00	7657235	EMS - EDUCATION, TRAINING	Recert Reimbursement
17-268	PARKER, AUDRA	85546	12/10/2021	12/10/2021	\$120.00			
					120.00	1022430	COURT FINES AND FORFEITU	Bail Refund
Nov2021	PAY PLUS	9999	11/26/2021	11/26/2021	\$32.22			
					32.22	7657211	EMS BILLING SERVICES EXP	ACH TRANSACTION FEE
Nov2021A	PAYMENT TECH	9999	12/3/2021	12/3/2021	\$1,233.23			
					411.08	5140241	UTILITY BILLING PROCESSIN	CREDIT CARD TRANSACTION
					411.08	5240241	UTILITY BILLING PROCESSIN	CREDIT CARD TRANSACTION
					411.07	5440241	UTILITY BILLING PROCESSIN	CREDIT CARD TRANSACTION
Nov2021b	PAYMENT TECH	9999	12/3/2021	12/3/2021	\$309.76			
					103.25	5140241	UTILITY BILLING PROCESSIN	CREDIT CARD TRANSACTION
					103.25	5240241	UTILITY BILLING PROCESSIN	CREDIT CARD TRANSACTION
					103.26	5440241	UTILITY BILLING PROCESSIN	CREDIT CARD TRANSACTION
	Vendor Total:				\$1,542.99			
92	PEN & WEB COMMUNICATIONS c/o P	85547	12/10/2021	12/10/2021	\$1,996.07			
					532.50	1041612	PUBLIC MEETING BROADCASTS	Meeting Video Work

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					37.50	1041615	SANTAQUIN CALENDAR	2022 City Calendar Work
					1,297.50	4340113	WEBSITE CONTENT MGT - PE	Website Content Management
					128.57	4340500	SOFTWARE EXPENSE	Drop Box subscription - Reimbur
110121	PEOPLE + PLACE, LLC	85211	11/22/2021	11/1/2021	\$12,167.50			
					12,167.50	1078320	GENERAL PLAN UPDATE	General Plan Update
2697561	PETERSON PLUMBING SUPPLY	85472	12/6/2021	11/18/2021	\$518.34			
					259.17	5140240	SUPPLIES	valve lid puller
					259.17	5440240	SUPPLIES	valve lid puller
1593514	POLYDYNE INC.	85212	11/22/2021	11/16/2021	\$3,332.70			
					3,332.70	5240510	WRF - CHEMICAL SUPPLIES	polymer
1596680	POLYDYNE INC.	85473	12/6/2021	11/30/2021	\$3,332.70			
					3,332.70	5240510	WRF - CHEMICAL SUPPLIES	Clarifloc WE 1950
	Vendor Total:				\$6,665.40			
12/06/2021	POSTALIA TDCPOSTAGE MACHINE	9999	12/6/2021	12/6/2021	\$500.00			
					166.67	5140240	SUPPLIES	Postage for Meter Machine
					166.67	5240240	SUPPLIES	Postage for Meter Machine
					166.66	5440240	SUPPLIES	Postage for Meter Machine
41062	RED RHINO INDUSTRIAL	85548	12/10/2021	12/10/2021	\$179.04			
					179.04	5140240	SUPPLIES	Safety glasses
006915	REDMOND MINERALS, INC	85474	12/6/2021	11/19/2021	\$622.82			
					622.82	1060240	SUPPLIES	road salt
006929	REDMOND MINERALS, INC	85474	12/6/2021	11/22/2021	\$1,194.16			
					1,194.16	1060240	SUPPLIES	road salt
	Vendor Total:				\$1,816.98			
0864-001658215	REPUBLIC SERVICES LLC	85549	12/10/2021	12/10/2021	\$112.48			
					112.48	1062311	WASTE PICKUP CHARGES	Dumpster Services - City Faciliti
0864-001659933	REPUBLIC SERVICES LLC	85549	12/10/2021	12/10/2021	\$565.00			
					565.00	1062311	WASTE PICKUP CHARGES	Dumpster Services - City Faciliti
0864-001661413	REPUBLIC SERVICES LLC	85549	12/10/2021	12/10/2021	\$50,942.67			
					25,055.88	1062311	WASTE PICKUP CHARGES	Garbage Pickup Services
					823.62	1062311	WASTE PICKUP CHARGES	Fuel Recovery Fee
					14,489.97	1062311	WASTE PICKUP CHARGES	Disposal of Waste - Oct 439 tons
					10,199.40	1062312	RECYCLING PICKUP CHARGE	Recycle Pickup Services
					373.80	1062312	RECYCLING PICKUP CHARGE	Fuel Recovery Fee
	Vendor Total:				\$51,620.15			
620277	RESCO	85550	12/10/2021	12/10/2021	\$515.38			
					515.38	4340300	COPIER CONTRACT	Copier Contract
620278	RESCO	85550	12/10/2021	12/10/2021	\$170.05			
					170.05	4340300	COPIER CONTRACT	Copier Contract
	Vendor Total:				\$685.43			
111521	RIDING SIDING CONSTRUCTION	85213	11/22/2021	11/15/2021	\$20,000.00			
					5,000.00	1022450-553	(BOND-LANDSCAPING)[Plat C-	Lot 94 - Landscape Bond Releas
					5,000.00	1022450-561	(BOND-LANDSCAPING)[Plat C-	Lot 102 - Landscape Bond Rele
					5,000.00	1022450-562	(BOND-LANDSCAPING)[Plat C-	Lot 81 - Landscape Bond Releas
					5,000.00	1022450-563	(BOND-LANDSCAPING)[Plat C-	Lot 79 - Landscape Bond Releas
RMP-111812C	ROCKY MOUNTAIN POWER	85476	12/6/2021	11/9/2021	\$10,575.98			
					407.40	1051270	UTILITIES	1215 N CENTER ST - PUBLIC
					108.34	1070270	UTILITIES	1000 N CENTER PARK

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					9,613.30	5240500	WRF - UTILITIES	1215 N CENTER
					446.94	5440273	UTILITIES	10 W GINGER GOLD ROAD
RMP-111821	ROCKY MOUNTAIN POWER	85476	12/6/2021	11/5/2021	\$14.10			
					14.10	5440273	UTILITIES	1250 S CANYON ROAD
RMP-111821C	ROCKY MOUNTAIN POWER	85476	12/6/2021	11/8/2021	\$18.70			
					18.70	1070270	UTILITIES	1026 E MAIN STREET
RMP-111821D	ROCKY MOUNTAIN POWER	85476	12/6/2021	11/5/2021	\$11.04			
					11.04	4140704	NEW CITY HALL - SITE WORK	power for house we own
RMP-111821E	ROCKY MOUNTAIN POWER	85476	12/6/2021	11/10/2021	\$172.07			
					113.78	1060270	UTILITIES - STREET LIGHTS	115 W 860 N - STRONGBOX
					38.22	1060270	UTILITIES - STREET LIGHTS	1595 S LONGVIEW ROAD
					20.07	1060270	UTILITIES - STREET LIGHTS	1269 S RED CLIFF DRIVE
RMP-111821F	ROCKY MOUNTAIN POWER	85476	12/6/2021	11/8/2021	\$194.76			
					36.52	1060270	UTILITIES - STREET LIGHTS	1005 S RED BARN
					44.95	1060270	UTILITIES - STREET LIGHTS	415 TRAVERTINE WAY
					14.60	1060270	UTILITIES - STREET LIGHTS	154 E 950 S
					98.69	1060270	UTILITIES - STREET LIGHTS	80 E 770 N
RMP-120721A	ROCKY MOUNTAIN POWER	85551	12/10/2021	12/10/2021	\$2,267.64			
					2,267.64	5440273	UTILITIES	1100 S CANYON ROAD
RMP-120721B	ROCKY MOUNTAIN POWER	85551	12/10/2021	12/10/2021	\$14.28			
					14.28	4140704	NEW CITY HALL - SITE WORK	Closing bill on 160 South Center
	Vendor Total:				\$13,268.57			
P30958	ROCKY MOUNTAIN TURF - RMT EQUI	85214	11/22/2021	11/11/2021	\$797.33			
					797.33	1070250	EQUIPMENT MAINTENANCE	Parts for grasshopper mower
299184	RON GORDON TIRE PROS	85552	12/10/2021	12/10/2021	\$896.00			
					896.00	1054250	EQUIPMENT MAINTENANCE	New Tires
84651	RON GORDON TIRE PROS	85477	12/6/2021	11/11/2021	\$12.95			
					12.95	5240250	EQUIPMENT MAINTENANCE	Flat repair
	Vendor Total:				\$908.95			
SAMS-121021	SAM'S CLUB	85553	12/10/2021	12/10/2021	\$916.42			
					283.76	1043610	OTHER SERVICES	CHRISTMAS SUPPLIES
					43.80	7540480	FOOD	SENIOR FOOD
					82.68	7540480	FOOD	SENIOR FOOD
					506.18	7657240	FIRE - SUPPLIES	FIRE CHRISTMAS PARTY SUP
121021	SANTAQUIN CITY UTILITIES	85554	12/10/2021	12/10/2021	\$120.00			
					120.00	5221600	SEWER FUND DONATIONS	Utility Assistance - December
PR112021-266	SANTAQUIN CITY UTILITIES	85440	11/26/2021	11/26/2021	\$797.00			
					745.00	1022350	UTILITIES PAYABLE	Utilities
					52.00	1022350	UTILITIES PAYABLE	Cemetery
PR120421-266	SANTAQUIN CITY UTILITIES	85503	12/10/2021	12/10/2021	\$797.00			
					52.00	1022350	UTILITIES PAYABLE	Cemetery
					745.00	1022350	UTILITIES PAYABLE	Utilities
	Vendor Total:				\$1,714.00			
000234/1	SANTAQUIN MARKET ACE	85555	11/22/2021	11/15/2021	\$28.78			
					28.78	1070300	PARKS GROUNDS MAINTENA	Gas can
000235/1	SANTAQUIN MARKET ACE	85555	11/22/2021	11/16/2021	\$24.95			
					24.95	1051300	BUILDINGS & GROUND MAIN	antifreeze for toilets and drains a
000236/1	SANTAQUIN MARKET ACE	85555	11/22/2021	11/17/2021	\$47.97			
					47.97	1051300	BUILDINGS & GROUND MAIN	tools to fix molding in museum

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000237/1	SANTAQUIN MARKET ACE	85555	12/6/2021	11/17/2021	\$12.99			
					12.99	1070300	PARKS GROUNDS MAINTENA	screws for clock tower
000238/1	SANTAQUIN MARKET ACE		12/6/2021	12/1/2021	\$17.99			
					17.99	5140240	SUPPLIES	Cutters for PVC
000239/1	SANTAQUIN MARKET ACE		12/6/2021	12/1/2021	\$32.36			
					32.36	1048240	SUPPLIES	Marking Paint
000241/1	SANTAQUIN MARKET ACE		12/6/2021	12/2/2021	\$7.87			
					7.87	1051480	CHRISTMAS LIGHTS	Christmas lights
000242/1	SANTAQUIN MARKET ACE		12/10/2021	12/10/2021	\$19.99			
					19.99	1051240	SUPPLIES	filter for shop vac
000243/1	SANTAQUIN MARKET ACE		12/10/2021	12/10/2021	\$159.86			
					159.86	1077300	CEMETERY GROUNDS MAINT	Snow shovel and new battery for
000244/1	SANTAQUIN MARKET ACE		12/10/2021	12/10/2021	\$9.99			
					9.99	1051480	CHRISTMAS LIGHTS	Timer for Museum lights
	Vendor Total:				\$362.75			
8105799569	SCHINDLER ELEVATOR	85556	12/10/2021	12/10/2021	\$3,570.45			
					3,570.45	1051300	BUILDINGS & GROUND MAIN	Yearly elevator maintenance and
REIMBURSE - 1	SHEPHERD, KAYSON	85557	12/10/2021	12/10/2021	\$106.75			
					106.75	1054240	SUPPLIES	uniform reimbursement
8000310915	SHRED-IT US JV LLC	85216	11/22/2021	10/31/2021	\$184.80			
					184.80	1043310	PROFESSIONAL & TECHNICA	Document Shredding
450 A 86999 1	SKAGGS PUBLIC SAFETY UNIFORM	85478	12/6/2021	11/12/2021	\$526.81			
					526.81	1054240	SUPPLIES	Uniforms - Woodland
450_A_95698_1	SKAGGS PUBLIC SAFETY UNIFORM	85217	11/22/2021	11/2/2021	\$649.81			
					649.81	1054240	SUPPLIES	uniforms new officer
450_A_95698_2	SKAGGS PUBLIC SAFETY UNIFORM	85478	12/6/2021	11/15/2021	\$346.99			
					346.99	1054740	CAPITAL-VEHICLES & EQUIP	Uniforms - Moos
450_A_95698_3	SKAGGS PUBLIC SAFETY UNIFORM	85558	12/10/2021	12/10/2021	\$238.85			
					238.85	1054240	SUPPLIES	Uniforms - Moos
450_A_97548_2	SKAGGS PUBLIC SAFETY UNIFORM	85558	12/10/2021	12/10/2021	\$241.23			
					241.23	1054240	SUPPLIES	Uniforms - Beckstead
450_A_97560_1	SKAGGS PUBLIC SAFETY UNIFORM	85558	12/10/2021	12/10/2021	\$111.25			
					111.25	1054240	SUPPLIES	Uniforms - Miller
450_A_98122_1	SKAGGS PUBLIC SAFETY UNIFORM	85558	12/10/2021	12/10/2021	\$48.00			
					48.00	1054240	SUPPLIES	Uniform - Moos
	Vendor Total:				\$2,162.94			
110521	SO UT VALLEY ANIMAL SHELTER	85218	11/22/2021	11/5/2021	\$180.00			
					180.00	1054350	UTAH COUNTY ANIMAL SHEL	Animal Licensing
120921	SO UT VALLEY ANIMAL SHELTER	85559	12/10/2021	12/10/2021	\$310.00			
					310.00	1054350	UTAH COUNTY ANIMAL SHEL	Shelter Fees
	Vendor Total:				\$490.00			
31826	SOUTH UTAH VALLEY SOLID WASTE	85560	12/10/2021	12/10/2021	\$3,261.60			
					3,261.60	1062312	RECYCLING PICKUP CHARGE	Recycling Disposal
591903138-198	SPRINT SOLUTIONS, INC	85479	12/6/2021	11/8/2021	\$438.26			
					208.81	1068280	TELEPHONE	NOVEMBER 2021
					76.49	5140280	TELEPHONE	NOVEMBER 2021
					76.48	5240280	TELEPHONE	NOVEMBER 2021

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					76.48	5440280	TELEPHONE	NOVEMBER 2021
8064307424	STAPLES	85219	11/22/2021	11/18/2021	\$58.24			
					58.24	1043240	SUPPLIES	Office Supplies
8064355710	STAPLES	85480	12/6/2021	11/20/2021	\$169.87			
					8.72	1043240	SUPPLIES	Steno Book
					161.15	1078240	SUPPLIES	Office Supplies
8064518473	STAPLES	85561	12/10/2021	12/10/2021	\$231.38			
					231.38	1078240	SUPPLIES	Ink Cartridge
8064526957	STAPLES	85561	12/10/2021	12/10/2021	\$75.07			
					75.07	1043240	SUPPLIES	Office Supplies
	Vendor Total:				\$534.56			
212001	STEVENS & GAILEY	85481	12/6/2021	12/1/2021	\$50.00			
					50.00	1042332	LEGAL - PUBLIC DEFENDER	Public Defender Services - Dani
P03348	STOTZ EQUIPMENT CO, LLC	85482	12/6/2021	12/1/2021	\$208.01			
					208.01	1070300	PARKS GROUNDS MAINTENA	Parts for John Deere Mower
3568247	STRYKER MEDICAL - STRYKER SALE	85220	11/22/2021	11/1/2021	\$260.92			
					260.92	7657252	EMS - EQUIPMENT MAINTEN	Stryker Maintenance agreement
S012613130.003	STUART C. IRBY CO.	85221	11/22/2021	11/8/2021	\$46,673.04			
					46,673.04	1022530	STREET LIGHTS (NEW DEVEL	Street Lights For various Develo
S012619363.003	STUART C. IRBY CO.	85221	11/22/2021	11/11/2021	\$9,106.02			
					9,106.02	1022530	STREET LIGHTS (NEW DEVEL	Foothill Village Frontage road St
S012619363.005	STUART C. IRBY CO.	85221	11/22/2021	11/11/2021	\$554.20			
					554.20	1022530	STREET LIGHTS (NEW DEVEL	Street Lights for Foothill Village
S012619363.007	STUART C. IRBY CO.	85483	12/6/2021	11/29/2021	\$2,385.97			
					2,385.97	1022530	STREET LIGHTS (NEW DEVEL	Arterial lighting
	Vendor Total:				\$58,719.23			
41067631	SUNROC BUILDING MATERIALS, INC	85222	11/22/2021	11/8/2021	\$698.75			
					698.75	1051300	BUILDINGS & GROUND MAIN	Decritive rock for Summit ridge p
41067916	SUNROC BUILDING MATERIALS, INC	85222	11/22/2021	11/9/2021	\$932.59			
					932.59	1051300	BUILDINGS & GROUND MAIN	Decretive rock for summit ridge
	Vendor Total:				\$1,631.34			
17-269	TARONE, TROOPER JOHN	85562	12/10/2021	12/10/2021	\$18.50			
					18.50	1042310	PROFESSIONAL & TECHNICA	Witness Fee
2021100102192	THATCHER COMPANY	85223	11/22/2021	11/4/2021	\$1,674.75			
					1,674.75	5240510	WRF - CHEMICAL SUPPLIES	T-chlor for cleans
2021100900094	THATCHER COMPANY		12/10/2021	12/10/2021	(\$3,500.00)			
					-3,500.00	5140240	SUPPLIES	Chlorine bottle returns
	Vendor Total:				(\$1,825.25)			
056279721830	THE HARTFORD	85563	12/10/2021	12/10/2021	\$3,352.58			
					3,352.58	1022504	LIFE/ADD	Nov 2021 - Life/LTD/ADD
0440266108	THOMSON REUTERS - WEST	85224	11/22/2021	10/15/2021	\$448.00			
					448.00	1054311	PROFESSIONAL & TECHNICA	Code Book Subscription
845307210	THOMSON REUTERS - WEST	85224	11/22/2021	11/1/2021	\$220.42			
					220.42	1054311	PROFESSIONAL & TECHNICA	Online Software Subscription
	Vendor Total:				\$668.42			
17-277	TIPLER, CODY	85564	12/10/2021	12/10/2021	\$18.50			
					18.50	1042310	PROFESSIONAL & TECHNICA	Witness Fee

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481340	TIPLER, CODY	85225	11/22/2021	11/3/2021	\$18.50			
					18.50	1054110	SALARIES AND WAGES	court fee
REIMBURSE - 11	TIPLER, CODY	85225	11/22/2021	10/12/2021	\$95.00			
					95.00	1054230	EDUCATION, TRAINING & TRA	reimbursement for registration
	Vendor Total:				\$132.00			
11012021	TNVC	85484	12/6/2021	11/2/2021	\$1,284.21			
					1,284.21	1054240	SUPPLIES	swat
17-132	TOWN OF GENOLA	85565	12/10/2021	12/10/2021	\$2,478.41			
					2,478.41	1022430	COURT FINES AND FORFEITU	Genola Court Fines
00396	TWO TWENTY TEES	85566	12/10/2021	12/10/2021	\$809.00			
					809.00	6840807	TUMBLING/GYMNASTICS	Cheer Uniform Tank Top
17710	UPPER CASE PRINTING	85567	12/10/2021	12/10/2021	\$4,894.50			
					1,631.50	5140241	UTILITY BILLING PROCESSIN	PRINTING OF NEWSLETTERS
					1,631.50	5240241	UTILITY BILLING PROCESSIN	PRINTING OF NEWSLETTERS
					1,631.50	5440241	UTILITY BILLING PROCESSIN	PRINTING OF NEWSLETTERS
17766	UPPER CASE PRINTING	85567	12/10/2021	12/10/2021	\$584.73			
					194.91	5140241	UTILITY BILLING PROCESSIN	PRINTING OF NEWSLETTERS
					194.91	5240241	UTILITY BILLING PROCESSIN	PRINTING OF NEWSLETTERS
					194.91	5440241	UTILITY BILLING PROCESSIN	PRINTING OF NEWSLETTERS
	Vendor Total:				\$5,479.23			
INV-1651	UTAH COMMUNICATIONS AUTHORIT	85569	12/10/2021	12/10/2021	\$20.00			
					20.00	1054250	EQUIPMENT MAINTENANCE	Portable Radios
1746	UTAH COUNTY HEALTH DEPARTMEN	85485	12/6/2021	11/18/2021	\$465.00			
					465.00	7540630	OTHER SERVICES	senior health department permit
PR112021-7076	UTAH COUNTY LODGE #31	85441	11/26/2021	11/26/2021	\$162.00			
					162.00	1022425	FOP DUES	FOP Dues (Ut County Lodge #3
PR120421-7076	UTAH COUNTY LODGE #31	85504	12/10/2021	12/10/2021	\$162.00			
					162.00	1022425	FOP DUES	FOP Dues (Ut County Lodge #3
	Vendor Total:				\$324.00			
55732	UTAH LAKE DISTRIBUTING CO.	85570	12/10/2021	12/10/2021	\$2,212.50			
					2,212.50	5440253	WATER ASSESSMENTS	63 SHARES @ \$35
55733	UTAH LAKE DISTRIBUTING CO.	85570	12/10/2021	12/10/2021	\$1,407.50			
					1,407.50	5440253	WATER ASSESSMENTS	40 SHARES @ \$35
	Vendor Total:				\$3,620.00			
ANN21-0064-009	UTAH LEAGUE OF CITIES & TOWNS	85226	11/22/2021	9/20/2021	\$10.00			
					10.00	1041230	EDUCATION, TRAINING & TRA	Difference in Reg/Cancellation -
ANN21-0064-069	UTAH LEAGUE OF CITIES & TOWNS	85226	11/22/2021	9/17/2021	\$285.00			
					285.00	1041230	EDUCATION, TRAINING & TRA	Utah League of Cities & Towns
	Vendor Total:				\$295.00			
110541	UTAH LOCAL GOVERNMENT TRUST	85227	11/22/2021	11/15/2021	\$12,371.91			
					2,592.11	1022250	WORKMENS COMPENSATION	Workers Compensation - 11/21
					2,592.11	1022250	WORKMENS COMPENSATION	Workers Compensation - 12/21
					7,030.10	1043510	INSURANCE AND BONDS	Property Insurance
					157.59	1043510	INSURANCE AND BONDS	Auto Insurance
10 - 2011B Sewe	UTAH STATE DIVISION OF FINANCE	85445	12/6/2021	12/6/2021	\$9,000.00			
					9,000.00	5640860	DEBT SERVICE - INTEREST	Interest - 2011B Sewer Revenue
106 - 2011A-2 Se	UTAH STATE DIVISION OF FINANCE	11152128	11/15/2021	11/15/2021	\$10,571.00			
					4,266.81	562540.2	2011A-2 Sewer Revenue Bond r	Principal - 2011A-2 Sewer Reve

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107 - 2011A-2 Se	UTAH STATE DIVISION OF FINANCE	12062128	12/6/2021	12/6/2021	\$6,304.19	5640860	DEBT SERVICE - INTEREST	Interest - 2011A-2 Sewer Reven
					\$10,571.00			
					4,277.48	562540.2	2011A-2 Sewer Revenue Bond r	Principal - 2011A-2 Sewer Reve
					6,293.52	5640860	DEBT SERVICE - INTEREST	Interest - 2011A-2 Sewer Reven
11 - 2011A-1 Sew	UTAH STATE DIVISION OF FINANCE	85444	12/6/2021	12/6/2021	\$375,280.00			
					341,000.00	562535.2	2011A-1 Sewer Revenue Bond r	Principal - 2011A-1 Sewer Reve
					34,280.00	5640860	DEBT SERVICE - INTEREST	Interest - 2011A-1 Sewer Reven
	Vendor Total:				\$405,422.00			
PR112021-382	UTAH STATE RETIREMENT	9999	11/26/2021	11/26/2021	\$37,843.79			
					5,006.78	1022300	RETIREMENT PAYABLE	401K
					29,195.74	1022300	RETIREMENT PAYABLE	Retirement
					7.80	1022300	RETIREMENT PAYABLE	Post Retirement (After 7/2010)
					906.50	1022300	RETIREMENT PAYABLE	Roth IRA
					691.69	1022300	RETIREMENT PAYABLE	401K - Tier 1 Parity
					682.38	1022300	RETIREMENT PAYABLE	457
					1,352.90	1022325	RETIREMENT LOAN PAYMEN	Retirement Loan Payment
PR120421-382	UTAH STATE RETIREMENT		12/10/2021	12/10/2021	\$31,571.95			
					14.90	1022300	RETIREMENT PAYABLE	Post Retirement (After 7/2010)
					4,556.67	1022300	RETIREMENT PAYABLE	401K
					23,385.41	1022300	RETIREMENT PAYABLE	Retirement
					691.69	1022300	RETIREMENT PAYABLE	401K - Tier 1 Parity
					886.50	1022300	RETIREMENT PAYABLE	Roth IRA
					683.88	1022300	RETIREMENT PAYABLE	457
					1,352.90	1022325	RETIREMENT LOAN PAYMEN	Retirement Loan Payment
	Vendor Total:				\$69,415.74			
PR112021-361	UTAH STATE TAX COMMISSION	9999	11/26/2021	11/26/2021	\$8,319.63			
					8,319.63	1022230	STATE WITHHOLDING PAYAB	State Income Tax
PR120421-361	UTAH STATE TAX COMMISSION		12/10/2021	12/10/2021	\$6,953.70			
					6,953.70	1022230	STATE WITHHOLDING PAYAB	State Income Tax
	Vendor Total:				\$15,273.33			
17-125B	UTAH STATE TREASURER	85571	12/10/2021	12/10/2021	\$677.51			
					677.51	1042610	STATE RESTITUTION	Goshen Court Fines
17-132	UTAH STATE TREASURER	85571	12/10/2021	12/10/2021	\$5,686.47			
					5,686.47	1042610	STATE RESTITUTION	Santaquin Court Fines
	Vendor Total:				\$6,363.98			
Reimburse 12-01	UTAH VALLEY UNIVERSITY	85486	12/6/2021	12/1/2021	\$1,300.00			
					1,300.00	6440300	MISS SANTAQUIN SCHOLARS	Jade Haymore Tuition - Miss Sa
754-1070	UTAH VETERINARY DIAGNOSTIC LA	85572	12/10/2021	12/10/2021	\$100.00			
					100.00	1054311	PROFESSIONAL & TECHNICA	Drug Disposal
9891296367	VERIZON WIRELESS	85228	11/22/2021	11/15/2021	\$1,446.19			
					547.07	1054280	TELEPHONE	police phone
					600.15	1054340	CENTRAL DISPATCH FEES	police jetpacks
					160.04	1068280	TELEPHONE	Planning phone/jetpack
					96.61	5140240	SUPPLIES	public works jetpack
					42.32	7657280	TELEPHONE	fire phone
9893704715	VERIZON WIRELESS	85573	12/10/2021	12/10/2021	\$126.14			
					42.04	1048280	TELEPHONE	GPS DATA COLLECTOR
					42.04	5140280	TELEPHONE	WATER/P.I. MONITORING SYS
					42.06	5440280	TELEPHONE	WATER/P.I. MONITORING SYS

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	Vendor Total:				\$1,572.33			
17-273	WALL, MIKE	85574	12/10/2021	12/10/2021	\$18.50			
					18.50	1042310	PROFESSIONAL & TECHNICA	Witness Fee
REIMBURSE - 11	WALL, MIKE	85487	12/6/2021	11/16/2021	\$60.00			
					60.00	1054240	SUPPLIES	uniform-wall
	Vendor Total:				\$78.50			
REIMBURSE - 11	WARDLE, MONICA	85488	12/6/2021	11/16/2021	\$196.00			
					196.00	6840803	ARTS & CRAFTS	arts supplies
ACCINV0033873	WATCH GUARD VIDEO - ENFORCEM	85575	12/10/2021	12/10/2021	\$559.20			
					559.20	1054250	EQUIPMENT MAINTENANCE	Battery Kits
80478520	WAXIE'S SANITARY SUPPLY	85576	12/10/2021	12/10/2021	\$597.76			
					597.76	1054300	BUILDINGS & GROUNDS MAI	cleaning supplies and garbage b
80496346	WAXIE'S SANITARY SUPPLY	85576	12/10/2021	12/10/2021	\$454.13			
					454.13	1051300	BUILDINGS & GROUND MAIN	Toilet cleaner and garbage bags
	Vendor Total:				\$1,051.89			
59048	WEIDNER FIRE	85577	12/10/2021	12/10/2021	\$199.39			
					199.39	7657240	FIRE - SUPPLIES	Fire Gloves
52499	WESTPRO, INC - WESTERN PROMOT	85489	12/6/2021	11/3/2021	\$420.00			
					420.00	7657244	UNIFORMS	EMS Uniforms
REIMBURSE - 11	WILSON, MEGAN	85229	11/22/2021	10/26/2021	\$117.85			
					117.85	1048240	SUPPLIES	Work boots for Megan Wilson
17-271	WOODLAND, RUSS	85578	12/10/2021	12/10/2021	\$18.50			
					18.50	1042310	PROFESSIONAL & TECHNICA	Witness Fee
SCH - 11321	WPA ARCHITECTURE, PC	85490	12/6/2021	11/3/2021	\$4,146.80			
					4,146.80	4140704-002	NEW CITY HALL - ARCHITECT	Architectural Services
60853	XPRESS BILL PAY	9999	12/6/2021	12/6/2021	\$1,611.65			
					537.22	5140241	UTILITY BILLING PROCESSIN	CREDIT CARD TRANSACTION
					537.22	5240241	UTILITY BILLING PROCESSIN	CREDIT CARD TRANSACTION
					537.21	5440241	UTILITY BILLING PROCESSIN	CREDIT CARD TRANSACTION
13 - 2015 LBA Le	ZIONS FIRST NATIONAL BANK	85443	12/6/2021	12/6/2021	\$40,720.05			
					40,720.05	824410.820	DEBT SERVICE - INTEREST	Interest - 2015 LBA Lease Reve
13 - 2015 LBA Le	ZIONS FIRST NATIONAL BANK	85443	12/6/2021	12/6/2021	\$237.48			
					237.48	824410.820	DEBT SERVICE - INTEREST	Interest - 2015 LBA Lease Reve
4 - 2018 PI Boost	ZIONS FIRST NATIONAL BANK	85442	12/6/2021	12/6/2021	\$93,040.00			
					61,000.00	602512.2	2018 Booster Pump/Tank repaid	Principal - 2018 PI Booster Pum
					32,040.00	6040820	DEBT SERVICE - INTEREST	Interest - 2018 PI Booster Pump/
4 - 2018 PI Boost	ZIONS FIRST NATIONAL BANK	85442	12/6/2021	12/6/2021	(\$72,572.68)			
					-36,286.34	602512.2	2018 Booster Pump/Tank repaid	Principal - 2018 PI Booster Pum
					-36,286.34	6040820	DEBT SERVICE - INTEREST	Interest - 2018 PI Booster Pump/
4 - 2018 WA Boo	ZIONS FIRST NATIONAL BANK	85442	12/6/2021	12/6/2021	\$93,040.00			
					61,000.00	552512.2	2018 Booster Pump/Tank repaid	Principal - 2018 WA Booster Pu
					32,040.00	5540820	DEBT SERVICE - INTEREST	Interest - 2018 WA Booster Pum
4 - 2018 WA Boo	ZIONS FIRST NATIONAL BANK	85442	12/6/2021	12/6/2021	(\$72,572.67)			
					-36,286.34	552512.2	2018 Booster Pump/Tank repaid	Principal - 2018 WA Booster Pu
					-36,286.33	5540820	DEBT SERVICE - INTEREST	Interest - 2018 WA Booster Pum
	Vendor Total:				\$81,892.18			
	Total:				\$1,199,653.14			
					0.00	1015800	<u>GL Account Summary</u> SUSPENSE	

SANTAQUIN CITY CORPORATION
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<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Description</u>
					59,648.96	1022210	FICA PAYABLE	
					24,721.35	1022220	FEDERAL WITHHOLDING PAY	
					15,273.33	1022230	STATE WITHHOLDING PAYAB	
					5,184.22	1022250	WORKMENS COMPENSATION	
					66,709.94	1022300	RETIREMENT PAYABLE	
					2,705.80	1022325	RETIREMENT LOAN PAYMEN	
					1,594.00	1022350	UTILITIES PAYABLE	
					280.62	1022420	GARNISHMENTS	
					360.00	1022425	FOP DUES	
					2,598.41	1022430	COURT FINES AND FORFEITU	
					1,003.00	1022450-302	(INSP) JOHNSON'S GROVE A	
					1,092.00	1022450-388	(INSP)[Plat B]SUMMIT RIDGE	
					5,000.00	1022450-416	(BOND-LANDSCAPE)[Plat G-L	
					3,812.00	1022450-418	(INSP)[Plat D]FOOTHILL VILLA	
					5,000.00	1022450-454	(BOND-LANDSCAPE)[Plat I-Lot	
					703.00	1022450-467	(INSP)[Plat C]SR TOWN HOME	
					849.00	1022450-475	(INSP) SORENSON 2 LOT SUB	
					106.00	1022450-480	(INSP)McMULLIN RESIDENTIA	
					413.00	1022450-487	(INSP)[Plat F-5]THE ORCHAR	
					1,074.00	1022450-507	(INSP) [Plat X]FOOTHILL VILLA	
					1,074.00	1022450-509	(INSP) [Plat Y]FOOTHILL VILLA	
					1,074.00	1022450-511	(INSP) [Plat Z]FOOTHILL VILLA	
					5,000.00	1022450-514	(BOND-LANDSCAPE)[Plat I-Lot	
					5,000.00	1022450-518	(BOND-LANDSCAPE)[Plat I-Lot	
					5,000.00	1022450-525	(BOND-LANDSCAPE)[Plat I-Lot	
					452.00	1022450-531	(INSP)[Phase 2]ORCHARDS HI	
					1,811.00	1022450-535	(INSP)FALCON RIDGE	
					5,000.00	1022450-553	(BOND-LANDSCAPING)[Plat C-	
					5,000.00	1022450-561	(BOND-LANDSCAPING)[Plat C-	
					5,000.00	1022450-562	(BOND-LANDSCAPING)[Plat C-	
					5,000.00	1022450-563	(BOND-LANDSCAPING)[Plat C-	
					568.63	1022502	FSA	
					6,276.75	1022503	HSA	
					3,352.58	1022504	LIFE/ADD	
					58,719.23	1022530	STREET LIGHTS (NEW DEVEL	
					295.00	1041230	EDUCATION, TRAINING & TRA	
					51.55	1041240	SUPPLIES	
					4,987.03	1041610	OTHER SERVICES	
					532.50	1041612	PUBLIC MEETING BROADCAST	
					37.50	1041615	SANTAQUIN CALENDAR	
					416.50	1042310	PROFESSIONAL & TECHNICA	
					23,277.52	1042331	LEGAL - PROSECUTION	
					3,708.32	1042332	LEGAL - PUBLIC DEFENDER	
					6,363.98	1042610	STATE RESTITUTION	
					180.18	1043220	NOTICES,ORDINANCES,PUBL	
					142.03	1043240	SUPPLIES	
					53.94	1043250	EQUIPMENT MAINTENANCE	
					172.93	1043260	FUEL	
					520.80	1043310	PROFESSIONAL & TECHNICA	
					20,700.00	1043311	ACCOUNTING & AUDITING	
					800.00	1043482	TEAM APPRECIATION & REC	
					7,187.69	1043510	INSURANCE AND BONDS	
					321.70	1043610	OTHER SERVICES	
					357.87	1048230	EDUCATION, TRAINING, TRAV	
					325.42	1048240	SUPPLIES	
					91.96	1048260	FUEL	
					42.04	1048280	TELEPHONE	

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12/10/2021

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					246.61	1048310	PROFESSIONAL & TECHNICA	
					19.99	1051240	SUPPLIES	
					3,292.94	1051270	UTILITIES	
					8,736.24	1051300	BUILDINGS & GROUND MAIN	
					227.53	1051480	CHRISTMAS LIGHTS	
					18.50	1054110	SALARIES AND WAGES	
					55.80	1054220	NOTICES, ORDINANCES & PU	
					1,050.00	1054230	EDUCATION, TRAINING & TRA	
					3,795.39	1054240	SUPPLIES	
					3,063.47	1054250	EQUIPMENT MAINTENANCE	
					4,839.98	1054260	FUEL	
					547.07	1054280	TELEPHONE	
					597.76	1054300	BUILDINGS & GROUNDS MAI	
					1,198.42	1054311	PROFESSIONAL & TECHNICA	
					600.15	1054340	CENTRAL DISPATCH FEES	
					490.00	1054350	UTAH COUNTY ANIMAL SHEL	
					346.99	1054740	CAPITAL-VEHICLES & EQUIP	
					1,929.42	1060240	SUPPLIES	
					866.98	1060250	EQUIPMENT MAINTENANCE	
					1,601.11	1060260	FUEL	
					366.83	1060270	UTILITIES - STREET LIGHTS	
					342.83	1062260	FUEL	
					41,046.95	1062311	WASTE PICKUP CHARGES	
					13,834.80	1062312	RECYCLING PICKUP CHARGE	
					393.53	1068260	FUEL	
					368.85	1068280	TELEPHONE	
					754.00	1068310	PROFESSIONAL & TECHNICA	
					1,186.79	1070250	EQUIPMENT MAINTENANCE	
					1,601.11	1070260	FUEL	
					127.04	1070270	UTILITIES	
					793.81	1070300	PARKS GROUNDS MAINTENA	
					69.50	1070310	FIELD MAINTENANCE EXPEN	
					342.83	1077260	FUEL	
					389.28	1077300	CEMETERY GROUNDS MAINT	
					392.53	1078240	SUPPLIES	
					12,167.50	1078320	GENERAL PLAN UPDATE	
					484,725.81		Total	
					862.82	4140704	NEW CITY HALL - SITE WORK	
					4,146.80	4140704-002	NEW CITY HALL - ARCHITECT	
					8,141.50	4140816	NRCS - DEBRIS BASIN STUDY	
					13,151.12		Total	
					1,000.00	4241060	EQUIPMENT PURCHASES	
					1,297.50	4340113	WEBSITE CONTENT MGT - PE	
					3,532.21	4340240	TELEPHONE & INTERNET	
					1,266.71	4340300	COPIER CONTRACT	
					337.57	4340500	SOFTWARE EXPENSE	
					5,635.00	4340613	FIRE DEPARTMENT SOFTWA	
					12,068.99		Total	
					63,852.95	4540304	HIGHLAND DR CANYON ROA	
					2,311.18	5140240	SUPPLIES	
					3,737.39	5140241	UTILITY BILLING PROCESSIN	
					6,855.17	5140242	METERS & MXU'S	

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					910.44	5140250	EQUIPMENT MAINTENANCE	
					1,601.10	5140260	FUEL	
					118.53	5140280	TELEPHONE	
					360.00	5140310	PROFESSIONAL & TECHNICA	
					15,893.81		Total	
					120.00	5221600	SEWER FUND DONATIONS	
					430.52	5240240	SUPPLIES	
					3,737.38	5240241	UTILITY BILLING PROCESSIN	
					6,766.17	5240242	METERS & MXU'S	
					990.38	5240250	EQUIPMENT MAINTENANCE	
					2,859.38	5240260	FUEL	
					76.48	5240280	TELEPHONE	
					388.00	5240310	PROFESSIONAL & TECHNICA	
					9,634.50	5240500	WRF - UTILITIES	
					8,340.15	5240510	WRF - CHEMICAL SUPPLIES	
					1,650.00	5240550	WRF - EQUIPMENT MAINTEN	
					34,992.96		Total	
					4,652.08	5440240	SUPPLIES	
					3,737.37	5440241	UTILITY BILLING PROCESSIN	
					6,766.16	5440242	METERS & MXU'S	
					758.34	5440250	EQUIPMENT MAINTENANCE	
					3,620.00	5440253	WATER ASSESSMENTS	
					2,728.68	5440273	UTILITIES	
					118.54	5440280	TELEPHONE	
					22,381.17		Total	
					24,713.66	552512.2	2018 Booster Pump/Tank repaid	
					-4,246.33	5540820	DEBT SERVICE - INTEREST	
					20,467.33		Total	
					341,000.00	562535.2	2011A-1 Sewer Revenue Bond r	
					8,544.29	562540.2	2011A-2 Sewer Revenue Bond r	
					55,877.71	5640860	DEBT SERVICE - INTEREST	
					405,422.00		Total	
					24,713.66	602512.2	2018 Booster Pump/Tank repaid	
					47,784.50	6040656	SUMMIT RIDGE TANK & BOOS	
					-4,246.34	6040820	DEBT SERVICE - INTEREST	
					68,251.82		Total	
					130.00	6240620	FUTURE PROGRAMS	
					505.00	6240965	SANTAQUIN HOLLY DAYS EX	
					635.00		Total	
					1,300.00	6440300	MISS SANTAQUIN SCHOLARS	
					163.76	6740260	FUEL	
					1,375.75	6740640	UTAH COUNTY GRANT	
					152.55	6740650	CREDIT CARD FEES	
					1,692.06		Total	
					196.00	6840803	ARTS & CRAFTS	
					809.00	6840807	TUMBLING/GYMNASTICS	
					1,005.00		Total	
					1,401.34	7240210	BOOKS, SUBSCRIPTIONS & M	

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					2,929.95	7240760	OTHER GRANT EXPENSES	
					4,331.29		Total	
					172.04	7540480	FOOD	
					465.00	7540630	OTHER SERVICES	
					637.04		Total	
					32.22	7657211	EMS BILLING SERVICES EXP	
					729.50	7657235	EMS - EDUCATION, TRAINING	
					705.57	7657240	FIRE - SUPPLIES	
					2,207.81	7657242	EMS - SUPPLIES	
					420.00	7657244	UNIFORMS	
					92.14	7657246	EMERGENCY MANAGEMENT	
					1,513.70	7657252	EMS - EQUIPMENT MAINTEN	
					936.24	7657260	FUEL	
					250.08	7657280	TELEPHONE	
					6,887.26		Total	
					40,957.53	824410.820	DEBT SERVICE - INTEREST	
					\$1,199,653.14		GL Account Summary Total	



SANTAQUIN/GENOLA POLICE DEPARTMENT

Chief Rodney Hurst

Sergeant Ryan Shaw

Phone: 801-754-1070 Fax: 801-754-1697

November 16, 2021

Out-of-state Travel Request

Mayor/City Council:

The police department is in the process of securing a new canine for the City. The breeder/trainer is located in Little Rock, Arkansas. Little Rock K9 is the same provider we previously used and is a nationally recognized training/breeding facility with a stellar reputation.

The cost of the canine is \$8500, which includes a one-week training class w/room and board + the cost of shipping the dog. The cost to the agency is air-travel and hourly wage. Officer Austin Lerwill will be the new handler with Corporal Wall as the supervising mentor.

This is a significant upfront cost and long-term investment decision for the City. I would feel more comfortable if Corporal Wall accompanied Officer Lerwill to help him pick the right dog. Corporal Wall will return immediately afterward while Officer Lerwill stays for the training.

The police department has funding available in the canine account from donations, shirt sales, and associated seizures. I respectfully request the approval to send Officer Lerwill and Corporal Wall to Little Rock, Arkansas for the purpose of securing a new canine.

Thank you for your consideration,

Chief Rodney Hurst
Santaquin City



MEMORANDUM

To: Santaquin City Mayor & Council
From: Benjamin A. Reeves, Santaquin City Manager
Date: December 14, 2021
Subject: Ratification of Out of State Travel Request – Police Dog

Mayor & Council,

During the reports portion of the November 16th City Council Meeting, the council heard the request of Police Chief Rodney Hurst regarding an out of state travel request. (See attached memo).

While this could not be formally considered at the time since it was not posted on the agenda, your approval of his request would have allowed him the ability to purchase airplane tickets with more advanced notice, thus saving the city money.

If you recall, the council, though not formally, gave consent to his request with the anticipation that the matter would be ratified officially during the December 14th council meeting. We placed this on the December 14th consent agenda to fulfill this directive.

Please let me know if you have any questions.



SANTAQUIN/GENOLA POLICE DEPARTMENT

Chief Rodney Hurst
Sergeant Ryan Shaw

Phone: 801-754-1070 Fax: 801-754-1697

November 16, 2021

Out-of-state Travel Request

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Thank you for your consideration,
Chief Rodney Hurst
Santaquin City

INFRASTRUCTURE DEFERRAL AGREEMENT

THIS AGREEMENT, is made and entered into, effective as of the _____ day of _____, 2021, by and between the City of Santaquin, Utah, a municipality and political subdivision of the State of Utah, hereinafter (“City”) and Sandra Jill Snell, hereinafter referred to as (“Property Owners”).

WITNESSETH:

WHEREAS, Santaquin City is a municipality and political subdivision of the State of Utah; and

WHEREAS, the City has adopted certain land use ordinances, which govern the uses of real property and the construction of building and infrastructure improvements on real property within the municipal boundaries; and

WHEREAS, Property Owners own certain real property located in the City, which real property is more particularly described in Exhibit A hereto (the “Property”), and has submitted an application to subdivide the Property in order to create new lots for single family homes on the Property (the “Application”); and

WHEREAS, City land use ordinances require the completion of infrastructure improvements along City streets and connection to City infrastructure in connection with the approval of any subdivision within the City; and

WHEREAS, Property Owners has requested that its obligation to complete certain infrastructure improvements be deferred pursuant to Santaquin City Ordinance No. 09-01-2015, which provides for deferral of the obligation to complete certain infrastructure improvements prior to final inspection or a certificate of occupancy, on lots or parcels meeting the criteria established in said ordinance; and

WHEREAS, the parties agree that the property proposed for subdivision by Property Owners meets the criteria set forth in Ordinance No. 09-01-2015; and

WHEREAS, the parties now desire to enter into this Agreement in order to establish the terms and conditions of their agreement.

NOW, THEREFORE, in consideration of mutual covenants, agreements and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. City shall review the Application in a timely manner and, upon the City’s determination that the Application meets all of the requirements for a subdivision and that all appropriate fees have been paid, shall approve the Application and record the related subdivision plat, which was submitted with the Application, a copy of which is attached hereto as Exhibit B, (the “Plat”), in final form after review and approval.

2. Upon recordation of the Plat the City shall grant Property Owners’ request for a deferral of the obligation to complete the following infrastructure improvements (the “Deferred Improvements”):

- a. Curb and gutter along Center Street and 300 North;
- b. Sidewalk along Center Street and 300 North;
- c. ADA ramp at the corner of 300 North and Center Street
- d. Extension of road base and asphalt paving between the Property lines and the existing paved surface of the adjacent street(s); and
- e. Landscaping within the public right-of-way along Center Street and 300 North.

3. City shall defer Property Owners' requirement to post an infrastructure performance guarantee bond for the completion of the Deferred Improvements until such time as notice is sent to Property Owners demanding installation and/or completion of any or all improvements; or, to reimburse the CITY for CITY'S installation and/or completion of the improvements at such time as CITY, through written notice to Property Owner, demands reimbursement.

4. Within ten years of the recordation of this agreement, the City shall adopt a plan for the construction of infrastructure improvements adjacent to the Property and shall notify Property Owners to commence construction of the Deferred Improvements.

5. Property Owners agrees and commits to the following terms and conditions regarding the construction of the Deferred Improvements:

a. Property Owners shall commence construction of the Deferred Improvements within 30 days of the notice described in paragraph 3 above, and shall complete the Deferred Improvements within 90 days of said notice.

b. Deferred Improvements shall be constructed in accordance with the Santaquin City Development Standards in place at the time of construction of the improvements.

c. Property Owners shall assure that all Deferred Improvements are inspected and approved by the City in accordance with the City's requirements.

d. All costs and expenses associated with the Deferred Improvements shall be borne solely by Property Owners.

6. CITY may require any or all of the improvements to be partially or wholly completed, in any order or pursuant to any timetable deemed appropriate by CITY.

7. Property Owners shall not be relieved of the obligation to install the improvements until such installation has been performed to the satisfaction of CITY.

8. Notwithstanding the provisions set forth above, if prior to the deferred time period set out in paragraphs 1 and 4 above, an applicant applies to CITY for approval to develop the property adjacent to the property described above, CITY may require said Deferred Improvements to be installed at the same time as the improvements on the adjacent property.

9. If Property Owners sells or leases the Property or any property adjacent thereto and the buyer or lessee applies to CITY for approval to develop all or any portion of said property, the CITY may require the Deferred Improvements to be installed at the same time as the improvements on said adjacent properties.

10. Notwithstanding the provisions of this Agreement, the parties expressly agree that CITY may at any time, at its option, install and/or complete the Deferred Improvements. Should CITY exercise such option, Property Owners shall reimburse the City, within 30 days of an invoice from the City, for all costs resulting from said installation and/or completion.

11. Should Property Owners fail to install and complete the improvements as required by CITY pursuant to the terms of this Agreement or reimburse CITY as herein agreed, or otherwise fail to perform its obligation pursuant to the terms of this Agreement, Property Owners recognizes City's right to recover the costs necessary to install the improvements or obtain reimbursement therefore through foreclosure proceedings on the property described above, and shall not contest the same.

12. If an improvement district is proposed, which district would in whole or in part finance the installation of any or of all the improvements required under this Agreement, Property Owners expressly agrees not to oppose the forming of the improvement district or any of the costs thereof. Property Owners expressly acknowledges that its obligation for completion of or reimbursement for any improvements which are the subject of this Agreement, but which are not or will not be installed as part of the improvement district, shall not be affected by the said installation of improvements by the improvement district.

13. Property Owners shall have the right to satisfy its responsibilities under the Agreement for guarantee of the Deferred Improvements by delivering to the City a bond that will assure the completion of and payment for all Deferred Improvements, which bond shall be in an amount equal to no less than 125% of the City Engineer's estimated cost of said Deferred Improvements, and which shall be held and released by the City in accordance with development guarantee ordinances adopted by the City.

14. Property Owners expressly acknowledges that nothing in this Agreement shall be deemed to relieve Property Owner from its obligations to comply with all applicable requirements of the City necessary for any use of the Property including payment of fees, the approval of all building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City. Furthermore, this Agreement does not imply nor guarantee that the City will approve a building permit on or development of the Property, except where provided by law.

15. Any and all of the obligations of Property Owners as outlined in this Agreement shall run with the land described above and shall constitute an encumbrance thereon. The rights, duties and obligations herein shall inure to the benefit of and be binding upon the heirs, successors- in-interest, assigns, transferees, and any subsequent purchaser of the parties.

16. This Agreement has been reviewed and revised by legal counsel for Property Owners and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

17. Each of the parties hereto agrees to cooperate in good faith with the other, and to execute and deliver such further documents, and to take all further actions reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law.

18. Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested or by facsimile. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is

given when delivered to the Party to whom it is addressed. If given by facsimile to the address and number for such party set forth below (provided, however, that the notice is not effective unless a duplicate copy of the facsimile notice is promptly given by one of the other methods permitted under this paragraph), the notice is deemed to have been given upon receipt by the other Party. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses set forth below:

If to City to:

Santaquin City
c/o Benjamin Reeves, City Manager 275 West Main Street
Santaquin, UT 84655

Copy to:

Brett B. Rich, Esq. Nielsen & Senior
15 W. South Temple, Suite 1700 Salt Lake City, Utah 84101

If to Property Owners to:

Sandra Jill Snell,
315 North Center Street, Santaquin Utah 84655

19. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of six (6) pages, including notary acknowledgment forms, and an additional two (2) exhibits, which constitute the entire understanding and agreement of the Parties to this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A Legal description of the Property
Exhibit B Subdivision Plat

20. This Agreement shall continue in force and effect until all obligations hereunder have been satisfied, or for a period of 12 years from the execution hereof, whichever is later.

21. In the event CITY commences legal action to enforce or interpret any term of this Agreement, CITY shall be entitled to recover from APPLICANT reasonable attorney's fees, court costs, and any other costs in connection with said action.

22. This Agreement contains the complete Agreement concerning the arrangement between the parties with respect to the posting of an infrastructure performance guarantee, and shall supersede all other agreements between the parties, written or oral. This Agreement does not waive other conditions of approval for the subdivision.

23. Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party.

24. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision of this Agreement. In the event that any provision of

this Agreement is held to be invalid, the parties agree that the remaining provisions shall remain in full force and effect.

25. This Agreement, performance hereunder and enforcement of the terms contained herein shall be construed in accordance with and pursuant to the laws of the State of Utah.

26. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions contained herein, or the waiver of any breach of any of the term and conditions contained herein, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver has occurred.

27. In the event that any person challenges this Agreement or any of the provisions herein, Property Owners agrees to indemnify the City for all legal fees, including attorneys' fees, expenses, and/or court costs incurred by the City upon presentation of an itemized list of costs, expenses, and fees.

28. A Notice of Agreement shall be filed in the office of the Utah County Recorder.

IN WITNESS THEREOF, this Agreement has been executed by a person duly authorized by PROPERTY OWNERS to execute the same and by the duly elected Mayor of the City of Santaquin, with the approval of the Santaquin City Council as of the _____ day of _____, 2021.

CITY OF SANTAQUIN

KIRK F. HUNSAKER, Mayor

ATTEST:

, City Recorder

STATE OF UTAH)
 :ss COUNTY OF UTAH)

On this _____ day of _____, 2021, personally appeared before me, Kirk F. Hunsaker who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.

Notary Public

PROPERTY OWNERS

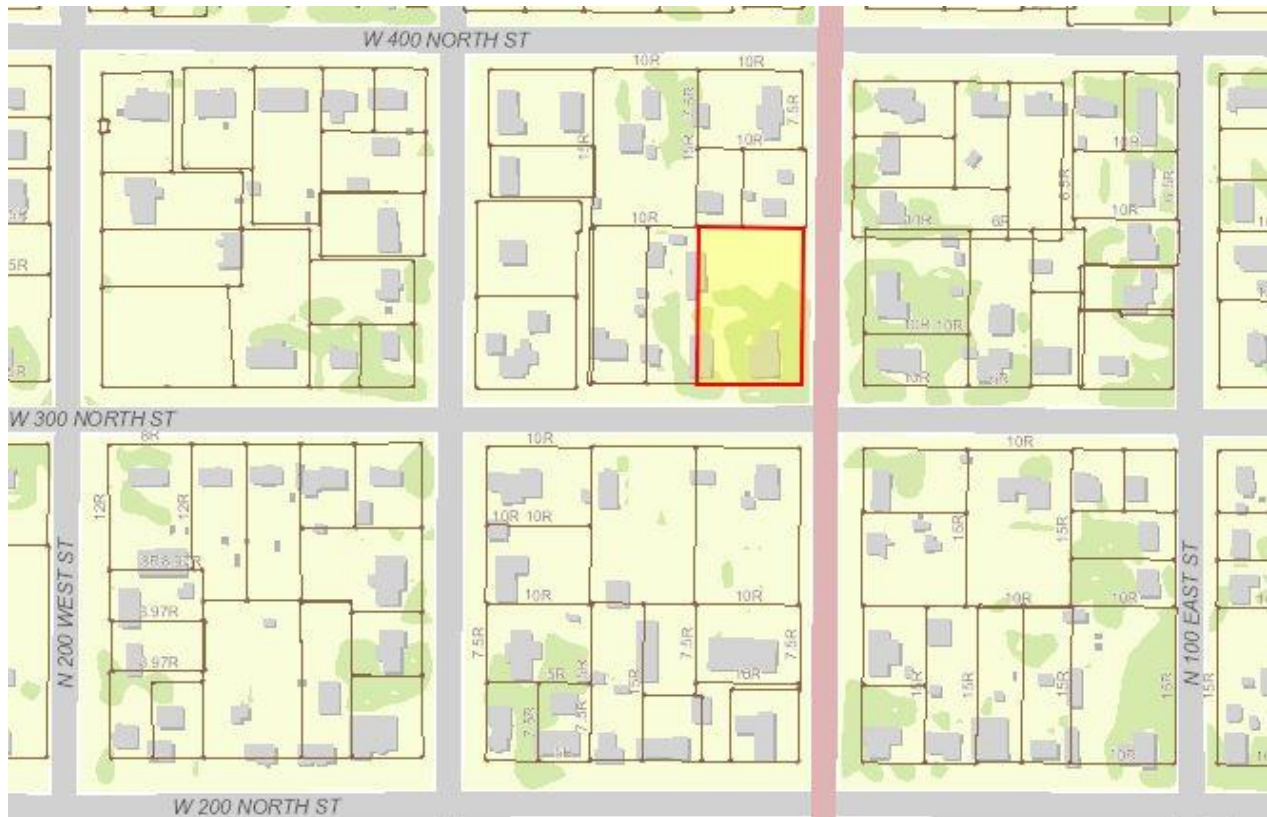
Sandra Jill Snell

STATE OF UTAH)
 : ss COUNTY OF UTAH)

On this _____ day of _____, 2021, personally appeared before me, _____,
who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who
executed the same.

Notary Public _____

Exhibit A: Property Identifier



The Property is identified by Utah County Recorder Parcel Serial Numbers 09:109:0007 as depicted in the above figure.

Legal Description: ALL OF LOT 1, BLK 48, PLAT B, SANTAQUIN.

Exhibit B: Subdivision Plat



MEMORANDUM

To: Mayor & Council
From: K. Aaron Shirley, Finance Director/City Recorder
Date: December 14, 2021
Subject: Updated Voter Participation Map

Mayor & Council,

Resolution 12-02-2021 establishes a voter participation map for Santaquin City which by Utah State Code 20A-7-401.3 requires that it be adopted no later than January 1, 2022. Fourth class cities, like Santaquin, are required every 10 years, after the census, to divide the city into four contiguous and compact voter participation areas of substantially equal population. This voter participation map will be in use until the next census and reviewed again in ten years from the effective date of this resolution.

This map was amended on Monday December 13, 2021, after Kristen Swensen – an elections supervisor from the Utah County/Clerk Auditor's Office, noticed that a parcel of Santaquin City was missing. After discovering that a relatively recent annexation (500 West in front of Santaquin Elementary from Nebo School District) was missing I was tasked with getting our GIS specialist to update the voter participation map accordingly. Once this was done, it was approved by Utah County and updated in the City Council packet.

If you have any questions, I'd be happy to answer them.



RESOLUTION 12-02-2021

A RESOLUTION OF THE SANTAQUIN CITY COUNCIL ESTABLISHING VOTER PARTICIPATION AREAS AND ADOPTING A VOTER PARTICIPATION MAP

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

WHEREAS the City of Santaquin conducts elections pursuant to the provisions and requirements established by the Utah Legislature; and

WHEREAS, in 2019, the Utah Legislature enacted UTAH CODE ANN. § 20A-7-401.3, titled Voter participation areas, which requires that no later than January 1, 2020, and again by January 1, 2022, fourth class cities must divide the city into four contiguous and compact voter participation areas of substantially equal population; and

WHEREAS the City of Santaquin has adopted Voter participation areas in accordance with the above state statutes and has now prepared new Voter participation area boundaries based on the most recently available Census data;

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

Section 1. The city's Voter participation area boundaries are approved as shown in the attached Exhibit A of this resolution, which by this reference is made part hereof.

Section 2. This Resolution shall take effect upon adoption by the City Council.

Section 3. In accordance with UTAH CODE ANN. § 20A-7-401.3 these boundaries will be reviewed again in ten years from the effective date of this resolution.

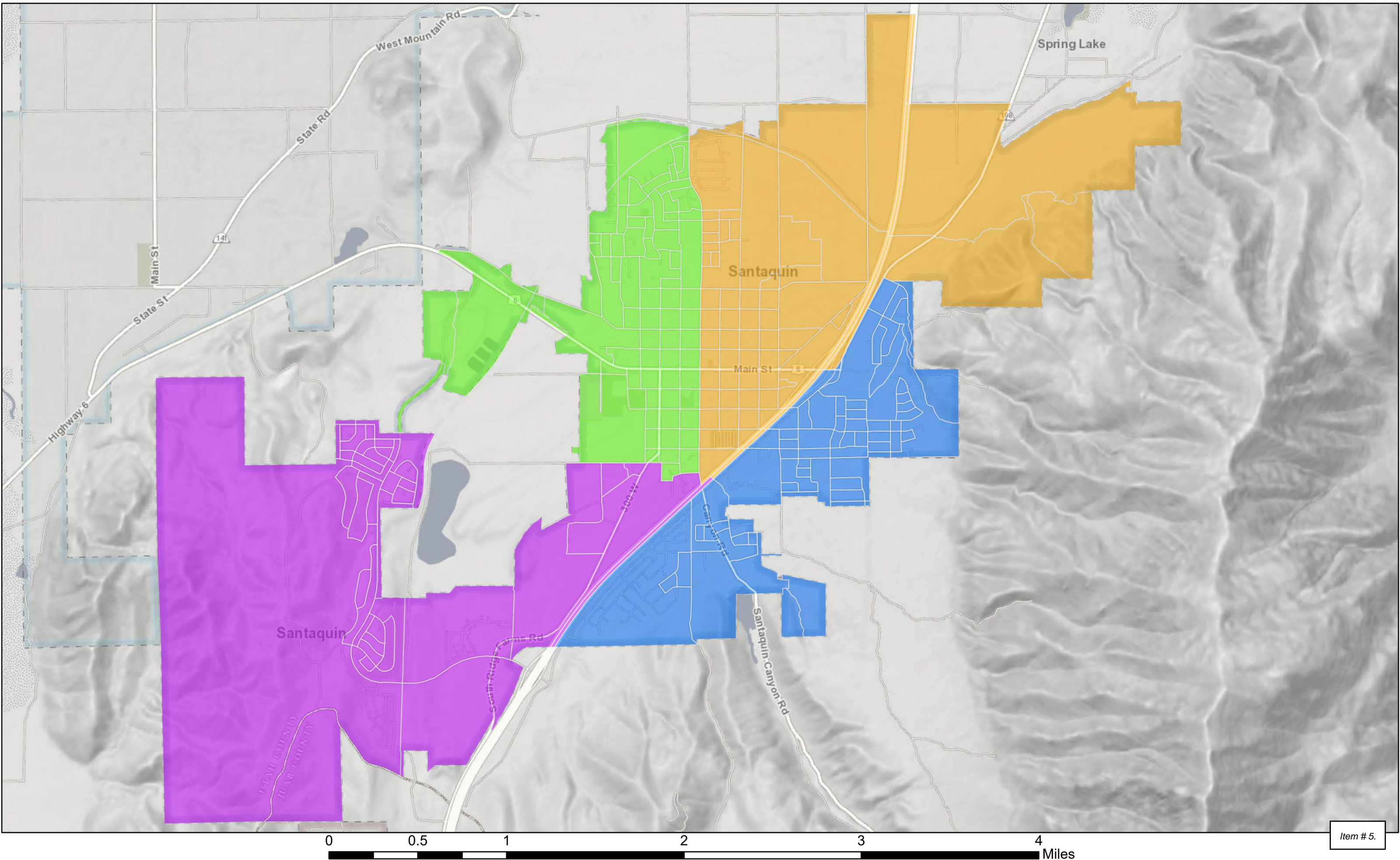
Adopted and approved this 14th day of December 2021.

Kirk F. Hunsaker, Mayor

ATTEST:

K. Aaron Shirley, City Recorder

Santaquin Voter Participation Areas





MEMORANDUM

To: Santaquin City Mayor & Council
From: Benjamin A. Reeves, Santaquin City Manager
Date: December 14, 2021
Subject: Opioid Litigation Settlement

Mayor & Council,

The Utah League of Cities and Towns and the Utah Attorney General's Office is seeking the support of Utah cities with a population of greater than 10,000 residents to approve in the settlement of Utah's Opioid Litigation Cases by authorizing Mayor Hunsaker to execute the attached Settlement Participation Form prior to the January 2, 2022 deadline.

To provide you background and context, I am attaching the following:

- Excerpts from a Highland City which outlines the Utah Attorney General's request
 - Memo from the ULCT with Participation Form
 - Resolution 12-03-2021 for your consideration
-

Highland City Memorandum - Excerpts

BACKGROUND: This request comes from the Utah Attorney General's office and relates to two proposed settlement agreements regarding ongoing litigation involving opioid distributors and one opioid manufacturer. The distributors are McKesson, Cardinal Health, and AmerisourceBergen. The manufacturer is Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson.

Several years ago, certain states and local political subdivisions initiated litigation against these companies related to their practices in developing, marketing, distributing, and other activities that caused or furthered the opioid epidemic. After years of litigation and negotiations, the parties have reached proposed, nationwide settlement agreements, one for the distributors and one for the manufacturer.

The proposed settlements would require the companies to provide billions of dollars in relief to states and local governments to alleviate and abate the opioid epidemic. These funds would be provided to the states, who would then use them for the benefit of the state and its political

subdivisions or distribute them to local governments for local use. The proposed settlements also require the companies to take certain actions or to stop taking certain actions related to opioid manufacturing and distribution.

The proposed settlements will only be effective if a sufficient number of states join the settlement. Further, the settlements provide for bonus incentive payments that provide additional money to states based on the number of local political subdivisions that opt into the settlements. Essentially, the companies do not wish to settle unless they can guarantee that a critical mass of government claims against them are being settled.

For the City side, the more political subdivisions that join, the more incentive money is paid out. Any political subdivision that does not join the settlement cannot receive funds from the payout and would have to pursue separate litigation against the companies. Thus the City has an incentive to participate in order to potentially receive funds or, at the least, to enable Utah to receive the most funds possible. Participation by the City requires the City to settle and release claims against the opioid companies, which would preclude the City from suing those companies for the same matters. Settlement by the City would not preclude any private person or entity from suing those companies.

The State of Utah has agreed to join the proposed settlements, but has not finalized how the settlement money would be used or allocated. The letter from the Attorney General indicates that the State may opt to retain the funds and use them for statewide programs and benefits, rather than make numerous small payments to local governments that provide less overall impact. Regardless, any funds coming to Utah to help offset the impacts of the opioid epidemic would be beneficial Highland residents and to other residents of the state. The proposed settlement agreements and other information related to the litigation and settlement can be found online at nationalopioidsettlement.com

Utah League of Cities and Towns Memorandum (See following page)

TO: Utah Cities Over 10,000 Population

FROM: Roger Tew, ULCT General Counsel

DATE: December 2, 2021

SUBJECT: OPIOID SETTLEMENT MEMORANDUM

The purpose of this memorandum is to update Utah cities on the status of the opioid settlement. This issue has been discussed previously at LPC meetings and with city attorneys (UMAA) and city managers (UCMA). The ULCT Board of Directors has encouraged cities to participate in this settlement. However, the Board is aware that each city has to make their own determination.

At the moment there has been disagreement among some Utah counties about whether to participate in the settlement or to continue their own litigation. However, that position is fluid. Therefore, we are still encouraging the cities eligible to participate in the settlement do so. This request applies only to Utah cities with a population over 10,000 per the latest census.

Attached in this memo are the following:

- A page outline containing additional information
- Instructions for contacting the National Opioid Settlement Website. The most immediate action is for your city to register for the settlement on this website.
- Sample resolutions from other states (the resolution process has been used in several Utah cities).

Obviously, time is of the essence. Please call Roger Tew at 801-560-9273 or via email at rtew@ulct.org.

OPIOID DISCUSSION OUTLINE

Overview: The State of Utah has been litigating for several years with a number of pharmaceutical companies regarding those companies involvement with the opioid epidemic. Related litigation has been undertaken by all of Utah counties. No Utah cities have initiated litigation. The State has agreed to a settlement. The scope and money are dependent on whether Utah cities and counties agree to that settlement.

1. Available money
 - a. How much money is there?
 - i. State alone - \$151 million
 - ii. State and full local participation - \$270
 - iii. Payments over 18 years
 - b. County/State split
 - i. Legislative proposal: 55% to state, 45% to counties with city participation
 - ii. ULCT position on the county/state split?
 - c. Usage guidelines
 - i. Not mitigation money
 - ii. Available for treatment and prevention
 1. Most Utah cities do not provide these services/usually done at county/state level
 - d. General agreement of need for additional funding to cities that are providing homeless resources centers
 - e. City money largely tied to agreements with their counties. If a county refuses settlement, cities in those counties may be excluded.
2. Guardrails for county and state allocations
 - a. Maintenance of effort
 - i. Supplement, not supplant, existing funds
 - b. Need for "seat at the table" on any division of money
 - i. State must involve cities in discussion of how money is used
 - ii. Counties must involve cities in their counties in discussion of how money is used in each individual county
 - iii. Cities that provide services (i.e., first responder training, media campaigns, etc.) should be able to submit proposals or access block grants
 - iv. Cities and towns of less than 10,000 people but who have been negatively impacted must also be considered in discussions with the state and individual counties
3. Time Frames – Cities need to complete approval process by early January

PARTICIPATION INSTRUCTIONS

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively “Janssen”). This virtual envelope contains a Participation Form including a release of claims. The Participation Form in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially “participating.”

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions) and the Settling Distributors will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created. If you have questions, please contact your counsel (if you have counsel on opioids matters) or the Utah Attorney General’s Office through Kevin McLean at (801) 440-4680.

Settlement Participation Form

Governmental Entity: Centerville city	State: UT
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



RESOLUTION 12-03-2021

A RESOLUTION APPROVING SANTAQUIN CITY'S PARTICIPATION IN THE PROPOSED SETTLEMENT AGREEMENTS RELATED TO THE OPIOID LITIGATION AGAINST MCKESSON, CARDINAL HEALTH, AMERISOURCEBERGEN, JANSSEN PHARMACEUTICALS, INC., AND JOHNSON & JOHNSON, AND RELATED MATTERS

WHEREAS, certain states and local political subdivisions have brought and prosecuted litigation against pharmaceutical distributors McKesson, Cardinal Health, and AmerisourceBergen, and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, "Released Parties"), related to the development, distribution, and use of opioids and the ongoing opioid epidemic;

WHEREAS, two proposed settlement agreements ("Settlements") have been negotiated between the states and local political subdivisions and the Released Parties;

WHEREAS, the Settlements provide for the Released Parties to pay billions of dollars of monetary compensation to states and local political subdivisions to help alleviate and abate the opioid epidemic and its effects and for the Released Parties to comply with injunctive relief provisions governing certain opioid marketing, sale, and distribution practices;

WHEREAS, the Settlements require a certain amount of participation by states and local political subdivisions for the Settlements to be effective and also provide for incentive payments based on the amount of participating political subdivisions;

WHEREAS, participation in the Settlements requires the participating party to release and settle certain claims, as described in the proposed agreements for the Settlements;

WHEREAS, failure to participate in the Settlements precludes a political subdivision from receiving payments or funds from the Settlements;

WHEREAS, the State of Utah has elected to participate in both of the Settlements and is or has reached an agreement on how to allocate the Settlement payments within the State of Utah;

WHEREAS, the City Council desires to have Santaquin City participate in the Settlements in order to benefit Santaquin City residents, help alleviate the impacts and harm caused by the opioid epidemic, and ensure that Settlements are effective and that Santaquin City will be eligible to receive funds from the Settlements.

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

1. The City Council approves the participation of Santaquin City in the Settlements, recognizing that such participation is an absolute, unconditional, and irrevocable settlement and waiver of claims that Santaquin City had or may have had against McKesson, Cardinal Health, AmerisourceBergen, Janssen Pharmaceuticals, Inc., Johnson & Johnson, and related companies, related to such entities' activities in connection with to opioids, opiates, and other substances, according to the terms and conditions set forth in the proposed Settlements.
2. To the extent possible, the City Council designates the Mayor to act on behalf of Santaquin City to ensure that Santaquin City participates in the Settlements.
3. The City Council authorizes and directs the Mayor and City Staff to review and execute such documents and to take such other actions as may be necessary to ensure that Santaquin City participates in the Settlements.
4. If further or additional approvals by the City Council are required, the City Council directs that the matters be brought before the City Council as soon as possible for review.

APPROVED and ADOPTED BY THE CITY COUNCIL OF SANTAQUIN CITY, UTAH,
this 14th day of December 2021.

SANTAQUIN CITY

Kirk F. Hunsaker, Mayor

Attest:

K. Aaron Shirley, City Recorder

Settlement Participation Form

Governmental Entity:	Santaquin City	State:	UT
Authorized Signatory:	Mayor Kirk F. Hunsaker		
Address 1:	Santaquin City Hall		
Address 2:	275 West Main Street		
City, State, Zip:	Santaquin, Utah 84655		
Phone:	(801) 420-3052		
Email:	khunsaker@santaquin.org & breeves@santaquin.org		

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: Kirk F. Hunsaker

Title: Mayor of Santaquin City, Utah

Date: December 14, 2021

Attest: _____

K. Aaron Shirley, City Recorder



MEMORANDUM

To: Mayor & Council
From: K. Aaron Shirley, Finance Director
Date: December 14, 2021
Subject: Consolidation of Financial Administration Policies

Mayor & Council,

Our Treasurer Shannon Hoffman brought it to our attention that to meet best practice standards we needed to update and include certain financial policies to establish clearly outlined and written procedures for financial management.

As we met to go over financial policies, we discovered they were scattered across City Code, the Employee Handbook, and some not written or clearly outlined at all. To remedy this, we decided to create a singular financial management policies document, modeled after similar documents from Lindon City and Spanish Fork City, that consolidates these policies for ease of access and clarity of procedures.

This Financial Management Policy document that is for the Mayor and Council's consideration in Resolution 12-05-2021, takes financial policies out of City Code and the Employee Handbook necessitating Ordinance 12-01-2021 and Resolution 12-04-2021 respectively. This document also creates and sets forth new and updated policies and procedures for purchasing, credit card use, cash handling, cash reserve policies and more.

The Financial Management Policy document and its associated resolutions and ordinance are before you for your consideration. I am happy to answer any questions in the meeting.

Santaquin City Resolution 12-04-2021

A RESOLUTION ADOPTING AMENDMENTS TO THE SANTAQUIN CITY EMPLOYEE POLICY AND PROCEDURE HANDBOOK

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Santaquin, Utah, that Santaquin City hereby adopts amendments to the Santaquin City Employee Policies and Procedures Handbook as indicated in Attachment (A) hereto. All other provisions of the Employee Policies and Procedures Handbook as adopted by Santaquin City Resolution 02-07-2021 shall remain in effect.

Approved and adopted by the Santaquin City Council this _____2021.

Kirk F. Hunsaker, Mayor, Santaquin City

Attest: _____
K. Aaron Shirley, City Recorder

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7.3 USE OF PERSONAL VEHICLES FOR CITY BUSINESS.....	<i>Error! Bookmark not defined.</i>
7.4 GENERAL LIABILITY PROVISIONS	<i>Error! Bookmark not defined.</i>
SECTION 8: SAFETY.....	<i>Error! Bookmark not defined.</i>
8.1 SAFETY POLICY	<i>Error! Bookmark not defined.</i>
ADDENDA:.....	<i>Error! Bookmark not defined.</i>
A. ORDINANCE NO. 07-01-2010 (DRUG FREE WORKPLACE)	<i>Error! Bookmark not defined.</i>
B. ORDINANCE NO. 08-01-2009 (APPEALS BOARD)	<i>Error! Bookmark not defined.</i>

ATTACHMENT A: POLICY CHANGES

I. **Section 3.2** LEAVES is renamed "3.2 TYPES OF LEAVE"

II. **Section 3.3** EMPLOYEE BENEFITS is amended as follows: (underlined text is added, stricken text is deleted)

3.3 EMPLOYEE BENEFITS

A. Retirement - Santaquin City participates in the public employee and public safety retirement programs of the Utah State Retirement System (URS).

1. Eligibility.

- (a) All Full-time and Part-time/Benefited employees and compensated appointed positions are eligible for URS benefits.
- (b) Part-time/Non-benefited and Seasonal employees, and Volunteers are not eligible for URS benefits.
- (c) The Mayor and City Council Members who are elected or appointed to their position are considered part-time ineligible for URS benefits, unless income levels equal or exceed URS requirements.

2. Plan Tiers.

- (a) Tier I Employees. All eligible employees participating or who have previously participated in URS prior to July 1, 2011.
- (b) Tier II Employees. All eligible employees who, for the first time, begin participation in URS on or after July 1, 2011.

3. Plan Rates. Contribution rates for Tier I and Tier II plans are recalculation and set annually by URS. New plan rates are effective July 1st of each year.

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

B. Medical & Dental Insurance - The City may offer group medical and dental insurance benefits to Full-time employees. Shared rates will be established by the Mayor and City Council and shall be included in the annual budget.

- 1. Eligible employees are enrolled when hired. Employees may make changes to group benefit plans once each year during a specified period known as "Open Enrollment" or when a life event occurs, such as marriage, divorce, birth of child, etc.
- 2. The employee has the responsibility to inform the city of any change in coverage, including, but not limited to the birth/adoption of a child, marriage, a divorce, legal separation, a child losing dependent status under the group health plan. Notification should occur within seven (7) working days of the actual event.
- 3. Eligible employees who provide proof of insurance under another plan may choose to waive the City's coverage annually. A portion of the City's insurance premium cost may be reimbursed to the employee through the payroll process.

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

- ~~2. Eligibility. Only full-time employees who have successfully completed the required probationary period are eligible for education assistance.~~
- ~~3. Employee Reimbursement. The City expects the employee to front costs for college classes. Upon proof of completion of each course with a "B" or higher, or passing on a pass/fail course, and presentation of proper receipts, the City will reimburse 50% of tuition fees, materials, and other necessary costs.~~
- ~~4. City Reimbursement upon resignation or termination of employment. In the event that the employee resigns or is terminated for cause, the employee will be required to reimburse the city for educational assistance using the following schedule:~~
 - ~~(a) 0-12 Months. If the employee resigns or is terminated for cause, 100% of tuition costs and fees paid by Santaquin City over the previous 0-12 month period must be reimbursed to the City.~~
 - ~~(b) 12-24 Months. If the employee resigns or is terminated for cause, 50% of the tuition costs and fees paid by Santaquin City over the previous 12-24 month period must be reimbursed to the City.~~
 - ~~(c) After 24 Months. The employee is not responsible for any reimbursement of tuition or fees paid 24 months prior to resignation or termination of employment for cause.~~
 - ~~(d) Termination of Employment without cause. If an employee is terminated without cause, they are not responsible for the reimbursement of any tuition costs or fees.~~

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

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

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

III. **Section 5** FINANCIAL POLICES & PROCEDURES is renamed "TRAINING & TRAVEL" and is amended as follows: (underlined text is added, stricken text is deleted)

SECTION 5: TRAINING & TRAVEL

5.1 EMPLOYEE TRAINING

- A. Employees are encouraged to obtain training through attendance at job related seminars, conferences, classes, certification courses, etc. The employee's Functional Area Director or

department manager/supervisor must pre-approve all training attendance and payment of associated costs.

1. When training is approved, the involved time will be treated as time worked, consistent with City policy and FLSA regulations.
2. If the employee voluntarily terminates his or her City employment within two years of the final date of the training, the Functional Area Director may require the employee to reimburse the City for the cost of the training, on a pro-rated basis (see educational assistance).
3. Members of the Fire/EMS Department are required to obtain and maintain certifications as follows:
 - (a) Employees designated as firefighters are required to obtain, at minimum, Firefighter I & Hazmat Operation certifications within 12 months of employment.
 - (b) Employees designated as EMT-First Responder are required to obtain, at minimum, the EMT certification with 18 months of employment.
 - (c) Employees already certified as EMT or EMT-Advanced, may be approved to attend paramedic training, to the extent funding is available and the candidate meets the criteria in the Fire Department SOP VII. (Res 12-02-2015)

B. Education Assistance - The educational assistance program provides assistance to employees who undertake undergraduate or graduate course of study which is mutually advantageous to the City and to the employee. Subject to available funding, employees may be eligible to receive partial tuition reimbursement.

1. Request. Request for education assistance must be submitted in writing to the Mayor, or designee. Pre-approval is required for reimbursement. Course work approved must be related and pertinent to the employee's current position. Final determination shall be made by the Mayor, or designee, with input from the Functional Area Director and is subject to availability of funds.
2. Eligibility. Only full-time employees who have successfully completed the required probationary period are eligible for education assistance.
3. Employee Reimbursement. The City expects the employee to front costs for college classes. Upon proof of completion of each course with a "B" or higher, or passing on a pass/fail course, and presentation of proper receipts, the City will reimburse 50% of tuition fees, materials, and other necessary costs.
4. City Reimbursement upon resignation or termination of employment. In the event that the employee resigns or is terminated for cause, the employee will be required to reimburse the city for educational assistance using the following schedule:
 - (a) 0-12 Months. If the employee resigns or is terminated for cause, 100% of tuition costs and fees paid by Santaquin City over the previous 0-12-month period must be reimbursed to the City.
 - (b) 12-24 Months. If the employee resigns or is terminated for cause, 50% of the tuition costs and fees paid by Santaquin City over the previous 12-24-month period must be reimbursed to the City.

(c) After 24 Months. The employee is not responsible for any reimbursement of tuition or fees paid 24 months prior to resignation or termination of employment for cause.

(d) Termination of Employment without cause. If an employee is terminated without cause, they are not responsible for the reimbursement of any tuition costs or fees.

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

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

5. Other. Employees will attend, travel to or from, and study on their own time. To accommodate course scheduling, irregular work schedules may be authorized by the Functional Area Director.

5.2 TRAVEL POLICY

A. General Policy - From time to time employees are required to travel in the course of performing their job-related duties or to obtain training through attendance at job-related seminars. Requests for travel must be made in writing by the employee on a travel form and approved in advance by the Mayor, or designee. All out of state travel is subject to the approval of the city council.

1. Reimbursement. When an employee is to travel in the course of performing their work related duties or attend any training course, conference, seminar, or certification course, that has been approved prior to attendance, Santaquin City will provide the necessary time off with pay and will reimburse the employee for all approved costs including tuition or registration fees, authorized travel, meals, and lodging. Reimbursement rates are as follows:

(a) Meals. Meals will be reimbursed at the rate published by the State. If meals are provided as part of the work-related activity, training, conference, or seminar, reimbursement shall not be made to the employee. The location of the travel will determine which rates will be used (in-state or out-of-state). The State of Utah travel policy is located at <http://www.finance.utah.gov/travel/>. It is the Department Directors responsibility to review the registration form to confirm when meals are provided as part of the registration fee.

(b) Lodging. Lodging will be reimbursed at the actual room rate. Lodging arrangement should be made prior to attending the training and paid for with a check or the city credit card. In extenuating circumstances if an employee places room rental on their personal credit card, approved reimbursement will take place upon presentation of a receipt.

(c) Travel/Mileage. If available and practical, employees should make arrangements to use a city vehicle for all work-related travel. If a city vehicle is not available and with approval from the Functional Area Director, the employee will be reimbursed mileage at the prevailing federal rate for use of a personal vehicle.

Time spent traveling that is not included in the employee's regular work schedule will be reimbursed at the Functional Area Directors discretion.

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

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



Santaquin City Resolution 12-05-2021

A RESOLUTION ADOPTING FINANCIAL MANAGEMENT POLICIES

WHEREAS, the City of Santaquin has financial management policies and procedures in various documents of the city; and

WHEREAS, the City of Santaquin has determined that it is desirable to consolidate, expand, and make changes to these financial management policies and procedures from time to time; and

WHEREAS, the cities of Spanish Fork and Lindon have set standards of best practices for financial policy making; and

WHEREAS, the City of Santaquin has utilized the financial policy documents of the cities of Spanish Fork and Lindon as templates in order to implement said best practices.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Santaquin, Utah, that Santaquin City hereby adopts the Financial Management Policies document attached herein.

CITY OF SANTAQUIN

Kirk F. Hunsaker, Mayor

Attest:

K. Aaron Shirley, City Recorder

FINANCIAL MANAGEMENT POLICIES

Santaquin City



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INTRODUCTION

This financial management policies document outlines the guidelines and goals that will influence and guide the financial management practices for Santaquin City. Financial policies that are adopted, adhered to, and regularly reviewed are recognized as the cornerstone of sound financial management.

General Guiding principles

1. Decisions shall be in harmony with adopted ordinances and consistent with the General Plan, Capital Facilities Plans and the goals established by the City Council.
2. Revenues and expenditures should be estimated at levels that are believed to be achievable.
3. Sustainable, ongoing revenue sources should be used to pay for ongoing expenses.
4. Property taxes, fees, and other more stable sources of revenue should be set at sufficient rates to support critical services and programs essential for maintaining the public health, safety, and welfare.
5. One-time revenues should be used for one-time expenses.
6. Enterprise funds should be self-sustaining.
7. Fees and utility rates should be increased annually, consistent with inflationary rates, to maintain the operations of the City and to protect the public from significant increases in rates and fees.
8. Use debt with prudence and wisdom. Debt should be used for capital expenditures that would place the City in a position of strength and preparedness for the community's future. Revenue bonds are the preferred bonding tool for all critical infrastructure needs. Community amenities or 'wants' should go before the voters in the form of general obligation bonds.
9. Develop and follow a market driven compensation plan that will entice and retain good, quality employees. Analyze the need for additions to staff and evaluate the need to replace staff when a position becomes open due to resignation or retirement.
10. Maintain updated capital facility master plans. The master plans should include strategic operations, maintenance, and replacement guidelines with supporting financial plans. Financial plans should justify rate structures that support the implementation of the master plan and be consistent with mandates from state laws.

Following these principles will enhance the City's image and credibility with the public, credit rating agencies, and investors. Many people and businesses who deal with the City (including the rating agencies) take comfort knowing the City adheres to established guiding financial policies.

Policy changes may be needed as the City and its citizen base grows and becomes more diverse and complex. It is important to regularly engage in the process of financial planning including reaffirming and updating these financial guidelines.

To these ends, the following financial management policy statements are presented.

SECTION I: FUND ACCOUNTING AND STRUCTURES

As required by the Governmental Accounting Standards Board (GASB), Santaquin City utilizes fund accounting so that City resources may be “segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations”.¹ Below you will find a description of the different types of funds within Santaquin City.

Governmental Funds

Governmental funds account for most of the City’s activities, functions, or programs that are financed through taxes and program or related service fees. In accordance with GASB standards, these funds are accounted for using a modified accrual basis². In Santaquin City, the governmental funds are classified into the following three types:

- General Fund – The chief operation fund of a government, the General Fund provides the resources for the core administrative and operational activities of the City. These activities include what most people think of when they think of a city, including police, courts, streets, planning & zoning, building inspection, parks, cemetery, and administrative support services such as attorneys, engineers, finance, and utility billing. The General Fund also includes the Public Safety, Transportation, and Park Impact Fee Funds which are always accounted for in the same fund as their parent operations fund which in this case is the General Fund.
- Capital Project Funds – Reserved for long-term capital investment projects such as infrastructure or maintenance projects for any City owned asset including roads, water, sewer, storm drainage, public buildings, parks, and cemetery.
- Special Revenue Funds – Restricted or committed funds for a specific purpose. This includes all the Community Services funds and the Fire Department which have been separated out from the General Fund for cleaner accounting of departmental expenditures and retention of fund balances.

Proprietary Funds

Proprietary funds account for the City’s business-type activities so called because they are financed by fees or charges for services provided by the City. As a business-like activity, accounting for these funds is done by an accrual basis under GASB standards³. In Santaquin City, there is only one type of proprietary fund as classified below:

- Enterprise Funds – Used for goods or services provided to the public on a user charge basis, like the operations of a commercial business. This includes the water, sewer, pressurized irrigation, and storm drainage operations funds and their associated impact fee funds.

¹ GASB, 2019-2020 *Codification of Governmental Accounting and Financial Reporting Standards* (Cod.), Section (Sec.) 1300, “Fund Accounting,” Statement of Principle, Fund Accounting Systems.

² GASB Cod. Sec. 1600.106.

³ Ibid

SECTION II: FUND BALANCE & CASH RESERVE POLICIES

Fund Balance is the difference between assets and liabilities reported in governmental funds. Net position is the difference between assets and liabilities in the proprietary funds. Fund Balance, Net Position, and Cash Reserves are all terms meant to measure the net financial resources available to finance future expenditures especially in the event of a revenue shortfall or emergency situation.

Governmental Fund Balance

GASB specifies the different classifications of fund balances in governmental funds⁴:

- Non-Spendable – assets or resources that are not in spendable form like buildings, roads, and vehicles while other assets or resources cannot be spent because they are legally or contractually required to be maintained ‘intact’.
- Restricted – constraints on the use of assets or resources that are externally enforceable, like use of grant funds by the grantor or impact fees by the State of Utah.
- Committed – assets or resources that have formal constraints put on them by the City Council that are generally legally binding unless removed in the same manner e.g., annual operational budget.
- Assigned – assets or resources that are set aside without formal action by the City Council.
- Unassigned – assets or resources that have *not* been classified as non-spendable, restricted, committed, or assigned in any other fund.

General Fund

Utah Code §10-6-116 states the General Fund balance, comprised of assigned and unassigned fund balances, must be within the limits of 5% minimum and 35% maximum of total annual General Fund revenues. Fund balance more than 35% are to be used to 1) fund one-time expenditures in the current year, 2) prepay existing City debt, or 3) transfer to a capital project fund to be used for capital expenditures.

1. The desired unassigned fund balances at the close of each fiscal year should be between 15-35% of the total annual budgeted revenues for the following fiscal year.
2. The City’s unassigned fund balance will be maintained to provide the City with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing.
3. In the event of a declared emergency or Council approved fiscal necessity to protect the long-term fiscal security of the City there may be a need to appropriate unassigned fund balance below the 15% policy level. In such circumstances, the City may:
 - a. Take measures necessary to prevent its use in the following fiscal year by increasing fees or taxes and/or decreasing expenditures.
 - b. Adopt a plan to restore the available fund balances to the policy level within 36 months from the date of the appropriation. If restoration cannot be accomplished within such

⁴ Levine and Buikema, 2020 *Governmental Accounting, Auditing, and Financial Reporting*, 13-8, 13-9, 13-10, 13-11, “Governmental Financial Statements”, Governmental Finance Officers Association.

time without severe hardship to the City, then the City Council will establish a different but appropriate time.

4. The unassigned fund balance should not be used to support recurring operating expenditures.
5. The unassigned fund balance can only be appropriated by City Council resolution.

Special Revenue Funds

As mentioned previously, special revenue funds have been set up for all Community Service and Fire operations. One of the advantages of this fund structure is that unlike in the General Fund, these special revenue funds can retain their fund balance year to year for either an unplanned or planned expenditure without burdening General Fund operations. As current special revenue funds set up within Santaquin City are department specific, there are no general policies for fund balance and cash reserves other than they are encouraged to maintain them.

Capital Project Funds

The construction of governmental capital assets may require more than one fiscal year for completion and if so, assigned fund balances are generally carried over from year to year until completed. As future capital projects are generally anticipated, planned, and budgeted for according to our Capital Improvement Plan(s), there are no general policies for fund balance and cash reserves for capital project funds.

Proprietary Fund Net Position

Enterprise Funds

1. The City should develop healthy reserves in enterprise funds for long-term replacement needs, emergency repair, and maintenance of critical facilities.
2. The existing enterprise funds account for construction; operation; maintenance; related debt; and property, plant, and equipment within each fund.
3. The desired fund balance at the close of each fiscal year should be 50% of the annual operating revenues for the following fiscal year.

Minimum Cash Reserves

The desired cash reserve at the close of each fiscal year should be determined by using the following methodology:

1. 50% of annual operating expenses and current debt service obligations (excluding depreciation expenses, transfers).
2. It is recommended that departments reserve additional funds if they plan to front impact fee capital projects and/or budgeted city capital projects.
3. These minimum cash reserves can only be used for critical purposes. Critical purposes will be determined jointly by the City Manager and City Council.
4. When cash reserves drop below 50% of annual operating expenses divisions must develop and implement a plan that will bring them into compliance.



SECTION III: FISCAL PLANNING AND BUDGETING

The budget is one of the most important documents the City prepares as it identifies the services to be provided and how the services are to be financed. The annual budgets for all City funds will be structurally balanced throughout the budget process. Recurring revenue will equal or exceed recurring expenditures in both the Proposed and Adopted Budgets. If a structural imbalance occurs, a plan will be developed and implemented to bring the budget back into balance.

Budget Process

1. The Mayor, City Manager and Finance Director shall provide annually a Budget Preparation Schedule outlining the preparation timelines for the proposed budget.
2. Budget packages for the preparation of the budget, including spreadsheets, PowerPoints, and instructions, shall be distributed to City departments to complete. Departments shall prepare and return their budget proposals to the City Finance Director as required in the Budget Preparation Schedule.
3. The Finance Director will budget revenues and expenditures based on a fiscal year which begins July 1 and ends on the following June 30.
4. The City Manager and Finance Director will prepare a budget in accordance with the guidelines established by the Utah State Auditor's Office and Fiscal Procedures Act.
5. The annual fiscal plan will contain the following:
 - a. Revenue estimates by major category
 - b. Expenditure estimates by program levels and major expenditure categories
 - c. Debt service summarized by issues detailing principal and interest amounts by fund
 - d. Proposed personnel staffing level
 - e. A detailed schedule of capital projects
 - f. Any additional information, data, or analysis requested of management by the City Council
6. The City Council will adopt the budget no later than June 30; if a Truth in Taxation hearing is necessary adoption must take place by August 17.

Budget Policies

1. The City will fund current expenditures with current revenues and other resources.
2. The City will use one time revenues for one time expenditures and ongoing revenues for ongoing expenditures.
3. Funds appropriated for multi-year capital projects will be automatically re-appropriated for the same project in subsequent years until the project is complete.
4. The City will not use debt to fund current operations.
5. If a deficit is projected during any fiscal year, the City will take steps to reduce expenditures, increase revenues or, if a deficit is caused by an emergency, consider using fund balance, to the extent necessary to ensure a balanced budget at the close of the fiscal year.
6. The Mayor may institute a cessation during the fiscal year on hiring, promotions, transfers, and capital equipment purchases. Such action will not be used arbitrarily and without knowledge

and support of the City Council and will allow for exceptions in appropriate areas to comply with emergency needs such as a loss or decline in a major revenue source or natural disaster.

7. Unspent budget may be considered for re-appropriation in the current and subsequent fiscal year with approval from the Mayor and City Council.
8. Budget Amendments will be made bi-annually, at the end of the calendar year and at the end of the fiscal year with appropriate public noticing and hearings as required by Utah State Code 10-6-113.

Performance and Measurement

1. Budgeting procedures will attempt to identify distinct functions and activities and to allocate budget resources to perform these functions and activities as required.
2. Alternatives for improving the efficiency and effectiveness of the City's programs and the productivity of its employees will be considered during the budget process.
3. Duplication of services and inefficiency in delivery should be eliminated wherever identified. The City will continue to examine alternative service delivery options for all City functions.
4. Performance measurement and productivity indicators will be integrated into the budget process as appropriate.
5. A quarterly report on the status of the General Fund and other major funds will be presented to the City Council at the end of each quarter in accordance with Utah State Code 10-6-148.
6. Department directors and division heads are required to monitor and control expenditures to prevent exceeding the amount of their total departmental expenditure budget.

SECTION IV: REVENUES

The City collects revenues from many sources to provide services and meet operational needs. The largest revenue sources are sales taxes, property taxes, franchise fees and user fees. The structure, fluctuation, and collection of revenues are examined by rating agencies to determine the City's credit quality.

1. The City will strive to maintain a diversified and stable revenue system to shelter it from short-term fluctuations in any one revenue source.
2. Major revenue sources should provide for the following principles:
 - a. Revenue sources should provide appropriate treatment of taxpayers at different economic levels.
 - b. Revenue sources should treat taxpayers equally regardless of income or wealth.
 - c. Revenue sources should not unduly influence economic decisions by consumers or business except for targeted development or redevelopment programs approved by the City Council.
 - d. Revenue administration and enforcement should not absorb an undue percentage of revenue collected.
3. The City will periodically recalculate the full costs of providing services in order to provide a basis for setting the associated service charge or fee. Full cost shall incorporate direct and indirect costs, including operations and maintenance, overhead, and charges for use of capital facilities, thereby setting fees at a level that is related to the cost of producing the good or service, unless otherwise restricted by law. The City will periodically examine current competitive rates and establish new charges and fees as needed and as permitted by law. It is



- recognized that occasionally competing policy objectives may result in user fee levels that recover only a portion of service costs.
4. The Finance Director will provide the City Council with an estimate of the City's revenues annually.
 5. The City will pursue intergovernmental aid, including grants, for those programs and activities that address a recognized need and are consistent with the City's long-range objectives, and will attempt to recover all allowable costs associated with those programs.
 6. Before accepting grant funds, the following will be reviewed:
 - i. Present and future funding requirements.
 - ii. Cost of administering the funds.
 - iii. Matching funds and requirements to retain positions beyond the grant period.
 - iv. Costs associated with the special conditions or regulations attached to the grant award.
 7. When grants are reduced or eliminated, the plan or project it supported will be reduced by a commensurate amount unless otherwise funded for continuation.

SECTION V: TRANSFERS

General Fund Transfers

Transfers In

Fund to fund transfers provide the City an opportunity to fund quality of life offerings such as Santaquin Special Events, Recreation, City Library, Museum and Senior's Programs. Due to low property tax and sales tax revenues, it is necessary for Santaquin City to transfer funds from the Enterprise Funds (e.g., Water, Sewer, and Pressurized Irrigation Water) into the General Fund for the purpose of covering overhead related costs.

1. Enterprise utility funds provide a transfer of an approved percentage of gross utility sales to the General Fund each fiscal year.
2. Transfer of enterprise fund money to another fund must follow Utah State Code §10-6-135.5..

Transfers Out

Funds are also transferred from the General Fund into the Special Revenue Funds to meet their operational needs. Finally, funds are transferred from the Enterprise Funds into the Capital Project Funds to cover capital related expenditures related to the Enterprise Funds. The City works to keep those transfers as low as possible from year to year.

1. The General Fund provides transfers to various departments for debt service, lease payments and operating subsidies.
2. Current funds receiving an annual subsidy from the General Fund are:
 - a. Special Revenue Funds
 - b. Capital Project Funds



SECTION VI: CAPITAL ASSETS

The City's assets are held primarily in the form of infrastructure, physical assets, or capital plants such as roads, buildings, equipment, and other City owned infrastructure. Sound infrastructure is an important aspect of the quality of life, economic development, and the credit quality of the City.

Dedicating resources to capital investment is appropriate for a growing City such as Santaquin City. Committing to and implementing the City's capital investment program will protect and prolong the life and functionality of its capital assets, minimize future maintenance, and appropriately anticipate and plan for asset replacement costs.

Capital Improvement Plan(s)

1. The City will direct its annual allocation for its capital investments to projects which best support the City's strategic goals, the comprehensive plan and facility master plans. The City will consider all capital improvements in accordance with adopted capital improvement plans.
2. The City will maintain a five-year plan for capital improvements and will review and update the plan annually. The Budget Officer will submit the Capital Improvement Plan for review by the City Council each year. Submission of the Capital Improvement Plan shall be consistent with State of Utah and City of Santaquin legal requirements.
3. The Capital Improvement Plan may include capital improvements for all funds and agencies for which the City sets tax rates, makes levies or approves budgets or plans.
4. The Capital Improvement Plan shall include the following elements:
 - a. An implementation plan for each of the capital improvements
 - b. A statement of the objectives of the Capital Improvement Plan and the relationship with the comprehensive plan and the City's strategic plan
 - c. An estimate of the cost and of the anticipated sources of revenue for financing the capital improvements, and an estimate of the impact of each capital improvement on City revenues and the capital and operating budget, including estimated debt service costs, if applicable.
5. The City will fund projects and activities identified in the Capital Improvement Plan with the most appropriate revenue sources (E.g., impact fee revenue, utility rate revenue, B&C-Road revenue, state and federal grant revenues, and transfers of unrestricted cash from governmental funds).
6. Upon the completion of a capital project, the City will reappropriate any remaining funds to the general capital reserve fund .
7. The City will project its equipment replacement needs as part of the capital improvement process. From this projection, a replacement schedule will be developed and followed. The City will maintain a schedule of capital fixed assets in its fixed asset accounting system.

Capital Improvement Budget Policies

1. The City will create in FY2022-23, and maintain in the future, a consolidated capital improvement plan based on the five-year capital improvement plan. Future capital expenditures necessitated by changes in population, changes in real estate development, or changes in economic base will be included in capital budget projections.



2. The City will coordinate development of the capital improvement budget with development of the operating budget. Future operating costs associated with new capital improvements will be projected and included in operating budget forecasts.
3. The City will maintain all its assets at a level adequate to protect the City's capital investment and to minimize future maintenance and replacement costs.
4. The City will identify the estimated costs and potential funding sources for each capital project proposal before it is submitted for approval.
5. When current revenues or resources are available for capital improvement projects, consideration will be given first to those capital assets with the shortest useful life and/or to those capital assets whose nature makes them comparatively more difficult to finance with bonds or lease financing.
6. Nonrecurring revenues, which cannot be used to fund recurring costs and are not required to meet the Unassigned Fund Balance objectives in Fund Balance section, should be used for nonrecurring capital expenditures or the early retirement of existing City debt.
7. The City will attempt to determine the least costly and most flexible financing method for all new projects. Financing may include debt financing or "pay as you go" or other financing sources.

SECTION VII: DEBT MANAGEMENT

The City currently enjoys a AA bond rating from Standard and Poor's which is valuable in getting lower interest rates on bonds. The City will maintain a high credit rating in the financial community to:

- Assure the City's taxpayers that the City government is well managed and financially sound.
- Obtain reduced borrowing costs.

The City will utilize a balanced approach to capital funding: utilizing debt financing, draws on capital reserves and/or fund balances more than policy targets, and current-year (pay-as-you-go) appropriations.

General Debt Policies

1. The City will consider each project's useful life, and utility along with market conditions to determine the most appropriate method to finance the project.
2. The City will not use debt financing to fund current operations.
3. The City will confine long-term borrowing to capital improvement or projects that cannot be financed from current revenues except where approved justification is provided.
4. Reserve funds, when required, will be provided to adequately meet debt service requirements in the subsequent years.
5. The term of any bond or lease obligation issue will not exceed the useful life of the capital project or equipment for which the borrowing is intended.
6. The City shall comply with federal, state and City legal requirements regarding the issuance of bonds and certificates of the City or its debt issuing authorities.

Debt Levels/Ratios

The bonded debt of the City is limited by the Utah Constitution (Article XIV, Section 4) to 8% of the value of taxable property. Of this percent, a maximum of 4% may be used for general purposes. The



remaining 4% and any unused portion of the 4% available for general purposes up to the maximum 8% may be utilized for water and/or sewer purposes.

1. Debt ratios will be calculated annually during the financial audit process.
2. Direct net debt is defined as all debt that is tax-supported. This ratio will be measured annually. Direct net debt as a percentage of estimated market value of taxable property should not exceed 8% as outlined in Article XIV, Section 4 of the Utah Constitution.
3. The City recognizes the importance of underlying and overlapping debt in analyzing financial condition. The City will regularly analyze total indebtedness including underlying and overlapping debt.

Debt Instruments

Santaquin City utilizes two forms of debt instruments for investment into its capital infrastructure and equipment needs.

- Long-Term Debt – Used for capital infrastructure and is enacted in the form of bonds.
- Short-Term Debt – Used for purchase of equipment and is enacted in the form of leases.

Bonds

Bonds can come in two forms. The first is the more commonly used “Revenue” bond, which dedicates a portion of a revenue stream, such as utility revenues, sales or property taxes, or state allocated road funds, for the purpose of repayment of the bond. The second type of bonding available to the City is a “General Obligation” bond commonly referred to as G.O. bonds. These bonds pledge the overall asset/taxable value of all property within the jurisdiction and require a vote of the people.

Where feasible, the City will explore the usage of revenue bonds instead of general obligation bonds. Revenue bonds should be considered for financing a community need and general obligation bonds for community wants or amenities.

General Obligation Bonds

1. Whenever the City finds it necessary to issue tax supported bonds, the following policy will be adhered to:
 - a. Tax supported bonds will, whenever feasible; be issued on a competitive basis unless market conditions favor negotiated sales.
 - b. Average weighted maturities for general obligation bonds of the City, and whenever possible for any type of annual debt, will be maintained at thirty (30) years or less.
2. General obligation bond issues, whenever feasible, will be issued on a competitive basis and will be structured to allow an approximately equal annual debt service amount over the life of the issue.
3. The City shall comply with federal tax rules pertaining to expenditure of proceeds for qualified costs, rate of expenditures, use of bond-financed property, investment of proceeds in compliance with arbitrage rules, and retention of record all U.S. Internal Revenue Service rules and regulations regarding issuance of tax exempt governmental bond debt including arbitrage rebate requirements for bonded indebtedness, and with all Securities and Exchange Commission



requirements for continuing disclosure of the City's financial condition, and with all applicable Municipal Securities Rulemaking Council requirements.

Revenue Bonds

1. The City will adhere to the following guidelines when it finds it necessary to issue revenue bonds:
 - a. For any bonds or lease anticipation or appropriation debt in which the debt service is partially paid from revenue generated by the project and partially paid from tax sources, the portion of the bond or lease to the extent that its debt service is paid from non-tax sources shall be deemed to be revenue bonds and is excluded from the calculation of the annual debt service limitation.
 - b. Revenue bonds of the City and any of its agencies will be analyzed carefully by the Finance Department for fiscal soundness. The issuance of City revenue bonds will be subject to the most careful review and must be secured by covenants sufficient to protect the bondholders and the credibility of the City.
2. Revenue bonds will, whenever feasible, be issued on a competitive basis and will be structured to allow an approximately equal annual debt service amount over the life of the issue.

SECTION VIII: INVESTMENT POLICY

The intent of the Investment Policy of Santaquin City is to define the parameters within which funds may be invested. In methods, procedures and practices, this policy formalizes the framework for the City's investment activities that must be exercised to ensure effective and judicious fiscal and investment management of the City's funds. This policy is intended to be broad enough to allow the city's authorized investment officers to function properly within their parameters of responsibility and authority, yet specific enough to adequately safeguard the investment of assets.

The investment program shall be operated in conformance with federal, state, and other legal requirements, including the Money Management Act of Utah (Utah Code, Title 51). All City investments are currently in the Utah State Pool of investments.

Scope

This policy applies to activities of Santaquin City about investing the financial assets of all funds. In addition, funds held by trustees or fiscal agents are excluded from these rules; however, all funds are subject to regulations established by the state of Utah.

General Objectives

The primary objectives, in priority order, of investment activities shall be:

Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The goal will be to mitigate credit risk and interest rate risk.



Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, considering the investment risk constraints of safety and liquidity needs.

Special Considerations

Where possible, funds may be invested for the betterment of the local economy or that of local entities within the State.

Except for funds in certain restricted and special funds, the City may commingle its funds to maximize investment earnings and to increase efficiencies about investment pricing, safekeeping, and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

Standards of Care

Prudence

The standard of care to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal liability for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

The “prudent person” standard states that, “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. Disclosure shall be made to the governing body. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio.

Governing Body

The governing body will retain ultimate fiduciary responsibility for the portfolios.

Investment Officers



In accordance with Utah Code, §10-5-125, authority to manage the city's investment program is granted to the Treasurer who shall act in accordance with established written procedures and internal controls within this Investment Policy.

All participants in the investment process shall seek to act responsibly as custodians of the public trust.

No officer or designee may engage in an investment transaction except as provided under the terms of this policy and supporting procedures.

Investment Adviser

The City may engage the services of one or more external investment managers to assist in the management of the entity's investment portfolio in a manner consistent with the entity's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy.

Authorized Financial Institutions, Depositories, and Broker/Dealers

Any financial institutions, depositories, and broker/dealers utilized by the city for investment purposes shall be certified by the Utah Money Management Council. Any investment activities with financial institutions, depositories, and broker/dealers shall be conducted based upon written contracts.

Standards for Performance Review/Evaluation

The Treasurer will review the performance of investments monthly. The Utah State Pool interest rate will be used as a benchmark if any investments are made outside of the State Pool. If the Utah State Pool is outperforming outside investments for a reasonable amount of time, outside investments will be sold and deposited into the Utah State Pool.

In the event that the City has monies invested outside of the state pool with investment advisors, the Finance Director and Treasurer will meet at least semi-annually with them to discuss the City's portfolio safety, liquidity, and performance.

Communications and Reporting

The City Treasurer shall provide to the State Money Management Council a bi-annual report that includes the balances for all City depository accounts.

Interest earned on investments is reported in the City's monthly financial reports which are distributed to the City's department heads and in the Annual Audit Report.

SECTION IX: CASH HANDLING

This Policy establishes uniform policies and procedures to be followed in the centralized collection, custody, reporting and deposit of cash receipts for all departments within Santaquin City (the City). “Cash,” as referenced herein, includes coin, currency, checks, e-checks, cashier’s checks, travelers checks, money orders, debit/credit card receipts, direct bank deposit remittance receipts, electronic funds transfers (ACH), and wire transfer receipts.

Cash Deposits

1. Storing cash receipts anywhere overnight should be avoided, where feasible deposits should be made daily. All cash collected by or on behalf of the City shall be directly remitted to the City’s Treasury Division within 1 business day.
2. Cash received at various locations will be adequately always safeguarded, and properly receipted and/or documented. Until remitted to the Treasury Division or otherwise deposited, all cash collections will be kept in a safe, locked drawers, cash boxes, or cash registers. If a safe is available, all cash kept overnight will be moved into the safe and locked. All customer checks, cashier’s checks, traveler checks, and money orders will be restrictively endorsed immediately upon receipt. Restrictive endorsement will be made with stamped imprint indicating “for deposit only, Santaquin City”.
3. The City Treasurer (or his/her designee) will be responsible for depositing cash received by the Treasury Division to the proper bank depository daily, if practicable, but no later than three (3) business days after collection. During transport of deposits, prudent measures shall be taken to assure that funds are adequately safeguarded. Such measures may include bonding of the employee who transports the deposit, and security escort or armored car courier service.
4. Under no circumstances should disbursements be made from cash receipts. Cash receipts should be accounted for in detail and reconciled to the penny against the corresponding source journal(s). No checks are to be cashed from the cash receipt coin/currency originally collected. Refunds or returns may be processed against like-tender; currency for currency, credit card for credit card, etc., however refunds of cash for checks are not permissible. Such unlike refunds or returns must be processed through the city’s cash disbursement system with normal disbursement oversight and control.

Cash Handling Procedures

Cash Collection Points other than the Treasury Department at City Hall

1. Cash collection points must be established in conjunction with the Treasury Division. The City has established requirements for cash collection point activity and associated personnel.
2. Upon receipt of any currency or coins a preprinted and pre-numbered receipt form or sign-up sheet, a license form, or permit form showing the date of the transaction shall be completed by the employee or agent. The specific receipt used will be based upon operational customs and the type of service program offered by each department/location. A copy of the receipt shall be provided to the customer in all instances and upon the Finance Department’s request signage within the department will be displayed indicating that all cash (currency or coin) transactions

will be concluded with a numerically controlled receipt reflecting the date, the amount of the transaction and the receiving clerk's name or identifier.

3. Collections received in mediums other than currency or coins shall be receipted on a pre-numbered Receipt Register produced by the various software programs used by the City, or manual receipt books, and deposited per policy guidelines above. Examples include checks, traveler's checks, E-checks, Money Orders, Wire Transfers receipted in Accounts Payable, ACH transfers, and credit/debit card slips (settlements).
4. Wherever practical each clerk/employee who process cash receipts will have his/her own starting cash fund which will not be mingled with any other clerk/employee's transactions.
5. Employees handling cash and processing cash receipts may be required to be bonded.
6. Employees will be responsible for start-up cash and cash collected up to and at the designated process time; the cash fund value should equal starting cash plus other cash and tender equal to the sum of the cash receipt/refund activity. Periodic checks of start-up cash may be done by the Treasurer to ensure accuracy of starting drawer cash balances.
7. Each employee, who remits cash through his/her department will have a supervisor review and sign that the deposited funds have been verified as part of the deposit process. If a supervisor is not available a co-worker may review and sign that the deposited funds have been verified. Departmental discretion is allowed in conjunction with the Functional Area Director or Supervisor to assure appropriate separation of duties.
8. Remittance of funds to the Treasury Division shall a pre-numbered Receipt Register along with collected cash and equivalents. Treasury shall return a date/time stamp endorsed copy of the Receipt Register to the authorized agent who submitted the Receipt Register. Pertinent supporting receipts, journals should be maintained by the originator and are subject to no-notice audit/review. All collections, including a summarization by type of currency and coins received, shall be itemized on the Receipt Register. The itemization shall specify the source of the receipt, the appropriate revenue code and/or expenditure general ledger account.
9. The total amount of cash collected shall be reconciled daily to supporting documents and to the total amount shown on the Receipt Register prior to submission to the Treasury Division. All cashier overages and shortages will be recorded to the Over/Under – Miscellaneous General Ledger account assigned to the specific department.

Cash Collection Point Resources

1. If a department does not have a numerically controlled receipt system available for use, generic pre numbered hand-receipt books from Treasury must be requested. Acquisition and distribution of the supply hand-receipt books will be maintained and accounted for by the Treasury Department on a regular basis.
2. For collections received directly from payees at windows in Treasury, a pre-numbered receipt shall be completed and provided to the customer.

Negotiable Instruments Handling – Personal Checks, Bank Checks, Money Orders

1. Checks should be made payable to Santaquin City.
2. Under no circumstances should any city employee alter any negotiable instrument from its original presented form.



3. If a negotiable instrument is presented without signature; arrangements should be made to return the check to the original owner or obtain the owner's signature.
4. Any modification to a check after presentment can only be made by the account owner. The modification by the account owner must be approved by a supervisor and done in the presence of a supervisor.
5. If the negotiable instrument is presented and there is a conflict between the "written amount" and the "numeric amount," the "written amount" is considered the legal and controlling value.
6. If the value of a negotiable instrument does not satisfy the payment of the transaction(s) intended, the recipient should accept the instrument as partial payment toward the obligation.

SECTION X: INTERNAL CONTROLS AND FINANCIAL REPORTING

Internal control or the system of internal controls is the integration of activities, plans, attitudes, policies, and efforts of the people in an organization working together to provide reasonable assurance that the organization will achieve its goals and objectives. Financial reporting provides the informational infrastructure for the City.

1. The City will maintain a system of internal controls to maintain accountability to the citizens of the City and the City Council; meet established goals and objectives; promote adherence to laws and regulations; encourage sound financial and operational practices; develop and maintain accurate, reliable, and timely financial and management data; safeguard assets/resources and prevent, detect and deter fraud.
2. The City will comply with state and federal policies which require accounting transactions be authorized according to sound management practices including Segregation of Duties. Segregation of Duties is a key internal control intended to ensure separation of different functions, define authority and responsibility over transactions and minimize the occurrence of errors or fraud by ensuring no single employee should be in a position to initiate, approve, and review the same action.
3. In accordance with Utah State Code Title 10 Chapter 6, all revenues received by the City will be the responsibility of the Treasury division and the disbursement and monitoring of expenditures will be the responsibility of the City Recorder within the Finance division.
4. The City will comply with Generally Accepted Accounting Principles (GAAP) in its accounting and financial reporting as contained in the following publications:
 - a. Codification and Pronouncements of Governmental Accounting and Financial Reporting Standards, issued by the Governmental Accounting Standards Council (GASB)
 - b. Codification and Pronouncements of Accounting and Financial Reporting Standards, issued by the Financial Accounting Standards Council, (FASB)
 - c. Uniform Accounting Manual for Utah Cities, issued by the Utah State Auditor's Office. The City's annual financial audit report will be issued by December 30 of each year for the preceding fiscal year to the State Auditor's Office and to the City Council as required by the Utah Code.

- d. State and Local Governments – Audit and Accounting Guide, an industry guide published by the American Institute of Certified Public Accounts (AICPA)
 - e. Government Accounting Standards, issued by the Comptroller General of the United States.
5. The City will contract for a comprehensive financial audit, including an audit of federal grants in accordance with U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, to be performed annually by an independent external auditor (public accounting firm). The independent external auditor will express an opinion on the City's Financial Statements.

If required, the City will prepare a Single Audit Report each year after the completion of the annual financial audit.

6. Financial data will be made available electronically to the City Council and department directors allowing them to review key financial data.

SECTION XI: RISK MANAGEMENT

Risk Management functions to protect City resources such as employees, buildings, equipment, vehicles, and financial assets. The City will manage its risk and limit risk exposure in a professional and prudent manner.

1. The City shall make diligent efforts to protect and preserve City assets against losses that could deplete City resources or impair the City's ability to provide services to its citizens. The City shall reduce its exposure to liability through training, safety programs, environmental monitoring, risk financing and the transfer of risk when cost effective.
2. The City shall manage its exposure to risk through the most appropriate means of self-insurance and/or the purchase of traditional insurance in the following areas:
 - a. General liability
 - b. Automobile liability
 - c. Workers' compensation
 - d. Commercial Crime: Employee Theft, Computer Fraud, Fund Transfer Fraud, Social Engineering Fraud.
 - e. Commercial Property
 - f. Excess Cyber Liability
3. The City will further control its exposure to risk using hold harmless agreements in City contracts and by requiring contractors to carry liability insurance.

SECTION XII: PURCHASING

Purchasing authorizes commitment of monetary assets of the City to acquire products and services. All acquisitions must be performed in accordance with applicable laws and regulations.

1. The City will comply with all applicable federal laws and regulations, state laws, and financial policies set forth in this document regarding the purchasing of goods.
2. The City will endeavor to obtain supplies, equipment, property, services, etc. as economically as possible while being consistent with all applicable state and federal laws.



3. The City will maintain a purchasing system which provides needed services and materials in a timely manner to avoid interruptions in the delivery of services.
4. All purchases of goods to be made by or on behalf of the city will be made only by a full-time employee of the City, or such other person as may be authorized by a supervisor, department head, or director.
5. Purchasing authorization levels for employees are established as follows and may be amended from time to time:

Position	Authorized Spending
Employees	\$0 to \$500
Department Heads/ Supervisors	\$501 to \$2,500
Directors	\$2,501 to \$10,000
Assistant City/Operations Manager	\$10,001 to \$15,000
City Manager	\$15,001 to \$25,000
Mayor	\$25,001 to \$50,000

6. Three informal bids must be obtained and submitted to and approved by the Mayor and/or his designee prior to any purchase in an amount greater than the City Manager's authorized spending level but within the Mayor's authorized spending level, as outlined above. The City may reject any and all bids and is not required to accept the lowest bid.
7. Prior to any purchase in excess of the Mayor's authorized spending level, as outlined above, at least three formal sealed bids must be obtained and submitted to and approved by the City Council. The City may reject any and all bids and is not required to accept the lowest bid.
8. Standard practice for setting up vendor accounts should be to establish tax exempt status and collect W-9 from the vendor prior to submission of the first invoice to the accounts payable department for processing.
9. The City shall collect forms required by outside funding entities when applicable (E.g., proof of worker's compensation insurance, URS post-employment certification form when hiring an outside company to work on city facilities or property) prior to disbursement of funds from an outside funding entity.

Credit Card Policy

1. The approach of setting up a vendor credit account for accounts payable processing is always preferred and encouraged whenever possible. When setting up a vendor credit account doesn't seem like an effective approach, (i.e. infrequent use of vendor, one-time purchases or other irregular purchases) the use of a credit card is appropriate as it allows the city flexibility in its purchasing and procurement process.
2. Credit cards are authorized for use by those in Director level positions and additional supervisory positions within a department as that Director deems appropriate.
3. Credit card users shall maintain responsibility for the receipts of their purchases and the Finance Director will provide users with statements for reconciliations monthly.
4. A reconciliation packet for each credit card user will be turned in to the Finance Director by the 15th of each month. The reconciliation packet shall consist of 1) the credit card statement, 2) a cover sheet signed by both the credit card user and his/her supervisor with itemized dates, costs, descriptions, and account codes for each purchase, and 3) copies of each receipt of purchase.

5. Directors are responsible for reviewing and ensuring that credit card reconciliation packets for direct reports are complete and accurate prior to submitting the packet to the Finance Director.
6. Credit Card users that do not submit receipts with their monthly reconciliation packet may be personally responsible to pay the city for those missing receipts and may be suspended from using a credit card for a period of time at the discretion of the Finance Director.
7. Credit cards user may not use city issued cards for personal purchases. If such occurs, the card user shall compensate the city for such use within one business day and may have their credit card privileges revoked.

Surplus Property

1. All property or equipment owned by the city must be declared surplus by the City Council prior to discarding or selling. Once declared surplus, city owned property or equipment can be discarded, sold or advertised for submission of sealed bids.

SECTION XIII: ECONOMIC DEVELOPMENT

The City's economic base is an important element and has a dramatic influence on the City's financial health in determining the City's quality of life and credit rating.

1. The City will continue to expand and diversify its economic base by attracting industrial and commercial firms to the City. Special emphasis should be given to industrial and commercial enterprises that will employ the local labor force and generate sales tax revenues. Such business and industry will be in accordance with the plans and ordinances of the City.
2. The City will endeavor to utilize a network of public facilities that link planned industrial and commercial areas with its growing residential areas.
3. The City will endeavor to increase, to the greatest degree possible, its commercial/industrial tax base and place professional employment within the City.
4. The City will perform a due diligence analysis of each economic development investment to evaluate the level of each type of risk associated with the economic development investment. The due diligence evaluation shall be presented to the City Council along with the economic development investment.
5. The City will perform a fiscal impact analysis on each economic development investment that evaluates the economic costs, economic benefits, intrinsic benefits and the levels of each type of risk associated with the economic development investment.

**SANTAQUIN CITY
ORDINANCE 12-01-2021**

AN ORDINANCE TO AMEND FINANCIAL ADMINISTRATION CODE

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

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

WHEREAS, the cities of Spanish Fork and Lindon have set standards of best practices for financial policy making; and

WHEREAS, the City of Santaquin has utilized the financial policies of the cities of Spanish Fork and Lindon as templates in order to implement said best practices.

NOW THEREFORE, be it ordained by the Council of the Santaquin City, in the State of Utah, as follows:

SECTION 1: **REPEAL** “1.40.020 PURCHASE ORDER SYSTEM” of the Santaquin City Municipal Code is hereby *repealed* as follows:

R E P E A L

~~1.40.020 PURCHASE ORDER SYSTEM~~ (*Repealed*)

- A. Purchases Made By Full Time Employee: All purchases of goods or services to be made by or on behalf of the city shall be made only by a full time employee of the city, or such other person as may be authorized by a purchase order.
- B. Purchases Of Less Than One Hundred Dollars: Purchases of less than one hundred dollars (\$100.00) made by authorized individuals within their departments do not require a purchase order. The mayor or his/her designee may, at his or her discretion, require approval of all purchases by an individual employee or department of less than one hundred dollars (\$100.00) if in his or her discretion there is concern regarding proper and prudent spending of public monies.
- C. Purchases Of One Hundred Dollars To Five Hundred Dollars: Purchases of one hundred dollars (\$100.00) to five hundred dollars (\$500.00) require a purchase order, properly completed and identified with the appropriate general ledger number, signed and approved by the head of the department for which the funds are being drawn.
- D. Purchases From Five Hundred Dollars To Fifteen Thousand Dollars: Purchases from five hundred dollars (\$500.00) to fifteen thousand dollars (\$15,000.00) require a

purchase order, properly completed and identified with the appropriate general ledger number signed and approved by the mayor, or his/her designee. Supporting signatures may include the city manager, the functional area director over the department for which the funds are being drawn, and the head of the department for which the funds are being drawn.

- E. Purchases Over Fifteen Thousand Dollars: Purchases of more than fifteen thousand dollars (\$15,000.00) require city council approval in accordance with advertising requirements as outlined by Utah state law.
- F. Waiver Of Requirements: The city council may waive any of the foregoing requirements upon its determination that said waiver is in the best interests of the city.
- G. Emergency Purchases: Each department supervisor shall be allowed to purchase emergency supplies for the following situations:
 - 1. Any problem which could cause equipment downtime.
 - 2. Broken water lines.
 - 3. Traffic obstructions.
 - 4. Major crimes.
 - 5. Auctions; persons as only designated by the city council may purchase at auctions.
 - 6. Fuel and oil purchases.
 - 7. Health and public safety emergencies.
- H. Violation: If any employee of the city shall violate the provisions of this section, he may be punished as outlined by the city's personnel manual at the time of the violation. If a council member shall violate the provisions of this section, he shall be punished as deemed necessary by a majority of the city council in a regular city council meeting. (Ord. 06-01-2010, 6-2-2010, eff. 6-3-2010)

SECTION 2: **REPEAL** “1.40.030 BIDDING REQUIREMENTS” of the Santaquin City Municipal Code is hereby *repealed* as follows:

REPEAL

~~1.40.030 BIDDING REQUIREMENTS~~ (*Repealed*)

- A. Informal Bids Submitted: Prior to any purchase in an amount greater than one thousand dollars (\$1,000.00) and less than fifteen thousand dollars (\$15,000.00), at least three (3) informal bids must be obtained and submitted to and approved by the city council.
- B. Notification Of Intent To Purchase: Prior to any purchase in an amount of fifteen thousand dollars (\$15,000.00) or more, the city shall post on the Utah Public Notice Website, created in Utah Code § 63F-1-701, in such a format notifying sellers and providers of the city's intent to purchase a specific item or service. Said notice shall be posted at least fifteen (15) days prior to a specified closing date. In addition, notice shall be published on the website established by and in accordance with Utah Code §

45-1-101.

- C. Formal Bids Submitted: Prior to any purchase in excess of fifteen thousand dollars (\$15,000.00), at least three (3) formal sealed bids must be obtained and submitted to and approved by the city council.
- D. City Not Limited: Nothing herein limits the city from rejecting any and all bids, nor requires the city to accept the lowest bid. (Ord. 06-01-2010, 6-2-2010, eff. 6-3-2010)

**SECTION 3: REPEAL “1.40.040 SPECIAL ASSESSMENT
GUARANTEE FUND”** of the Santaquin City Municipal Code is hereby *repealed* as follows:

R E P E A L

1.40.040 SPECIAL ASSESSMENT GUARANTEE FUND (*Repealed*)

The city hereby adopts a special assessment guarantee fund, as provided in Utah Code § 17A-3-301 et seq., for the purpose of guaranteeing repayment of the special road assessments to the general fund. (Ord. 06-01-2010, 6-2-2010, eff. 6-3-2010)

SECTION 4: REPEALER CLAUSE All provisions of the Santaquin City Code that are contrary to the provisions of this Ordinance are hereby repealed.

SECTION 5: CODIFICATION, INCLUSION IN THE CODE, AND SCRIVENER'S ERRORS It is the intent of the City Council that the provisions of this ordinance be made part of the City Code as adopted, that sections of this ordinance may be re-numbered or re-lettered, that the word ordinance may be changed to section, chapter, or other such appropriate word or phrase in order to accomplish such intent regardless of whether such inclusion in a code is accomplished. Sections of the ordinance may be re-numbered or re-lettered. Typographical errors which do not affect the intent of this ordinance may be authorized by the City without need of public hearing by its filing a corrected or re-codified copy of the same with the City Recorder.

SECTION 6: SEVERABILITY CLAUSE If any part of this ordinance or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance or the application thereof to other persons and circumstances, but shall be confined to its operation to the section, subdivision, sentence or part of the section and the persons and circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the City Council that this section would have been adopted if such invalid section, provisions, subdivision, sentence or part of a section or application had not been included.

SECTION 7: EFFECTIVE DATE This Ordinance shall be in full force and effect at 5:00 p.m. on _____ and after the required approval and publication according to law. Prior to that time, the City Recorder shall deposit a copy of this ordinance in the official records of the City and place a copy of this ordinance in three places within the City.

PASSED AND ADOPTED BY THE SANTAQUIN CITY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Council Member Miller	_____	_____	_____	_____
Council Member Montoya	_____	_____	_____	_____
Council Member Mecham	_____	_____	_____	_____
Council Member Hathaway	_____	_____	_____	_____

Presiding Officer

Attest

Kirk F. Hunsaker, Mayor, Santaquin
City

K. Aaron Shirley, City Recorder
Santaquin City

Santaquin City Council Seat Vacancy Public Statement and Findings December 14, 2021

In late summer/early fall of 2021, Councilor Jennifer Bowman approached members of the city staff and city council indicating that she was contemplating a possible resignation of her council position. She had been promoted at work which necessitated increased travel and time away from her family. As a valued member of the Santaquin City Council, efforts were made to try and accommodate Councilor Bowman's continued participation on the council (e.g. remote connectivity, etc.) However, as she was contemplating a possible resignation, she asked several questions regarding the election and/or the process by which her seat would be filled, if in fact she were to choose to resign.

Over the next several weeks, city staff contacted the Utah Lieutenant Governor's (LG) Office; the jurisdictional authority over elections within the state of Utah. It was learned that the deadline for adding her seat to the ballot had passed back in June of 2021 and that the city would be required to follow the provisions of UTAH CODE ANN. § 20A-1-510, if a council vacancy occurred. Additional inquiries were made to better understand state statutes and the procedures the city would be required to follow in the event of a resignation.

Ultimately, Councilor Bowman elected to resign on November 2, 2021. This began the process which resulted in the November 23rd appointment of Councilor Betsy Montoya to fill the seat vacated by Councilor Jennifer Bowman.

Since that meeting, members of the public have posed questions to Santaquin City, and to the LG's Office, regarding the procedures followed by Santaquin City, and specifically regarding the application and participation of Councilor Montoya in the selection of Councilor Bowman's replacement. To ensure that Santaquin City was fully compliant with all state statutes, the last several weeks were spent working with the LG's office to review the procedures followed.

The following questions, answers, and findings were reviewed and approved by the LG's office:

Did Santaquin City properly follow state statutes when filling the vacancy?

Yes, UTAH CODE ANN. § 20A-1-510 outlines the following requirements:

- ✓ Give public notice of the vacancy at least two weeks before the Council meets to fill the vacancy;
- ✓ Identify in the notice:
 - the date, time, and place of the meeting where the vacancy will be filled;
 - the City official to whom interested individuals may submit their names for consideration; and
 - the deadline for submitting names; and
- ✓ In an open meeting, interview each person whose name was submitted for consideration and who qualifies for consideration, regarding qualifications.

Finding - the provisions of UTAH CODE ANN. § 20A-1-510 were properly performed by Santaquin City.

Is a sitting member of the city council, who is also an applicant to fill a council vacancy, legally authorized to participate in the selection process?

Yes, In May of 2011, the Utah State Legislature modified UTAH CODE ANN. § 20A-1-510. H.B. 305 explicitly removed language which previously stated, *"A member of a municipal legislative body may not participate in any part of the process established in this section to fill a vacancy if that member is being considered for appointment to fill the vacancy."*

Furthermore, during the hearing in consideration of H.B. 305, the legislative intent was clearly established when House Representative Kraig Powell stated, “*They’ll be able to vote for themselves.*” Since that time, many cities including, St. George City and Mt. Pleasant City, have filled vacancies wherein applicants, who were also members of the municipal legislative body, participated in the selection process.

Finding – Councilor Montoya’s participation and vote in the selection process was performed in accordance with UTAH CODE ANN. § 20A-1-510 as modified by 2011 Ut. HB 305.

Did Councilor Montoya’s participation and vote in the selection process violate UTAH CODE ANN. Title 10, chapter 3, part 13, known as the “Municipal Officers’ and Employees’ Ethics Act”?

No, Although the language of the Act prohibits a municipal officer from using his or her official position to further substantially the officer’s or employee’s personal economic interest, the Utah Legislature more clearly expressed its intention in this circumstance by amending Utah Code ANN. § 20A-1-510 through (2011 Ut. HB 305) for the specific purpose of allowing a Council Member to participate in the vote to fill a vacancy for which that Council Member is a candidate.

Finding – Councilor Montoya’s participation and vote in the proceedings on November 23, 2021, wherein she voted in favor of her appointment to fill the vacancy on the City Council, appears consistent with the intent of the Legislature (2011 Ut. HB 305) and therefore is not in violation of the Municipal Officers’ and Employees’ Ethics Act.

Did Betsy Montoya’s failure to sign and have her application notarized invalidate her appointment?

No, Utah State law allows the City Council to fill a vacant Council seat by a person without a signed or notarized application for the position. So long as the City Council complies with the requirements of UTAH CODE ANN. § 20A-1-510 Subsection (1)(b), it may fill the vacancy within thirty days by appointing any registered voter who meets the qualifications of Subsection (1)(a). It is not restricted to selecting a person who submitted a signed and notarized application for consideration.

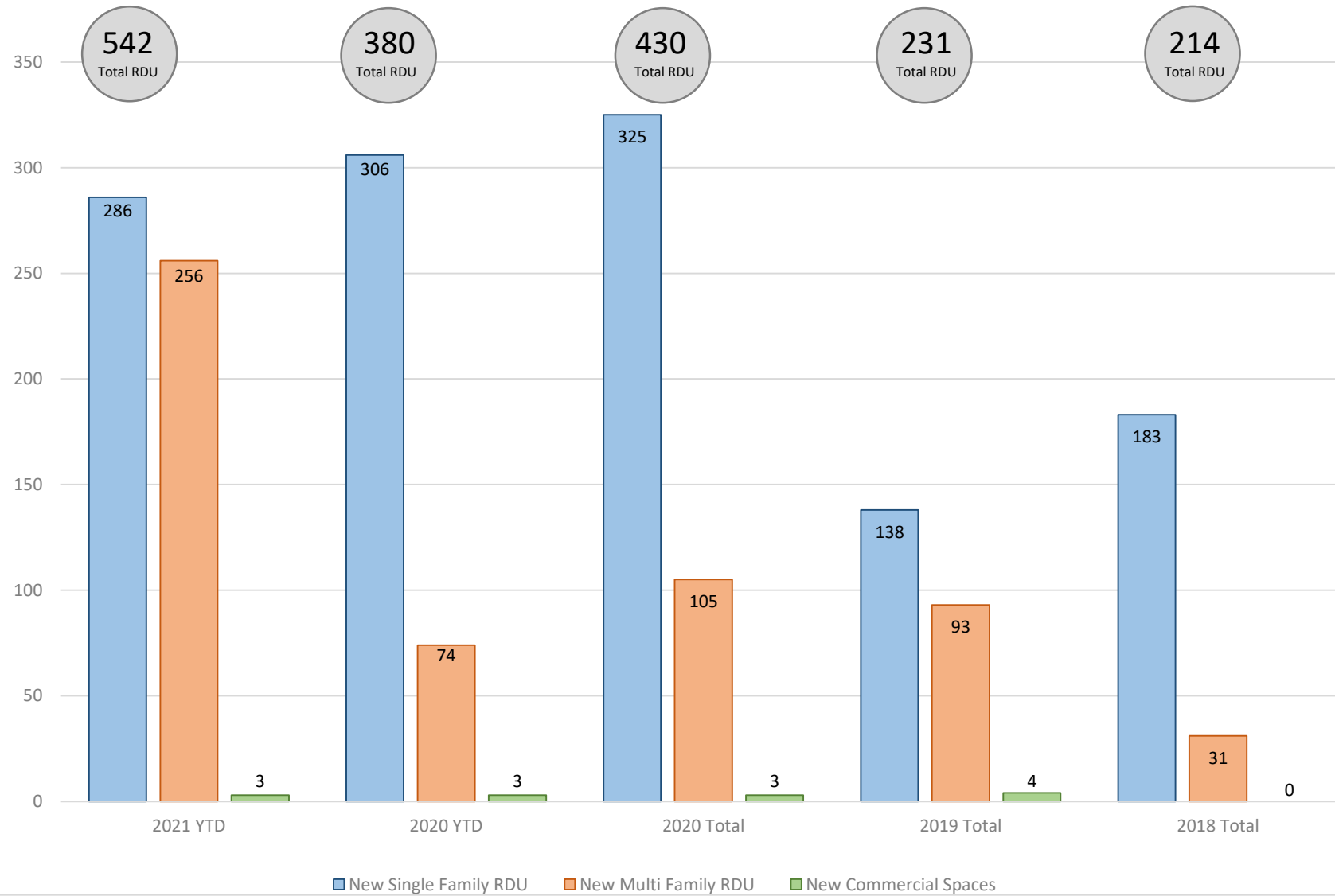
Furthermore, in consultation with the LG’s Office, they concur that, “although no formal declaration is required during the 30-day period referred to in UTAH CODE ANN. § 20A-1-510(1)(a), an interested person must have at least submitted their name.”

Finding – On Tuesday, November 16, 2021, (three days prior to the posted deadline) Betsy Montoya submitted her name on an application to be a candidate for the council vacancy to (and was accepted by) K. Aaron Shirley, Santaquin City Recorder. As such, the selection of Betsy Montoya to fill the council vacancy was within the power and authority of the Santaquin City Council as outlined in UTAH CODE ANN. § 20A-1-510.

What is the final position of the Utah Lieutenant Governor’s Office on the matter?

"The Lieutenant Governor's office has completed a review of the Santaquin City council vacancy. It appears that the city complied with election law to fill the vacancy." - Utah Lieutenant Governor's Office

Building Permit Report December 10, 2021



New Business Licenses

Name	Owner	Address	Description	BL#
JM Detailing	Joshua Moon	904 N 20 E	Car washing/detailing	BL-4546
Mad Avenue Co. LLC	Devin Leavitt	338 Flagstone Dr	Home org. and cleaning	BL-4547

MEMORANDUM

To: Mayor Hunsaker and City Council

From: Ryan Harris, Staff Planner

Date: December 10, 2021

RE: **Santaquin Estates Preliminary Subdivision, Rezoning & Development Agreement Review**



Zone: R-10 PUD, C-1
Size: 30.85 Acres
Lots: 77 Residential
1 Commercial

The proposed Santaquin Estates Subdivision is located at approximately Main Street and 900 East and consists of 30.85 acres. Most of the property is zoned R-10 with a small sliver zoned Interchange Commercial (C-1) along a portion of Main Street.

Rezone & Development Agreement

The applicant is proposing to change 7.58 acres of the R-10 Residential Zone to Interchange Commercial (C-1) Zone and 23.28 acres of the R-10 Residential Zone to the R-10 Planned Unit Development Zone (R-10PUD). City code requires a development agreement be approved before the rezoning to a PUD is in effect. The Planning Commission reviewed the rezone requests on November 9, 2021 and November 30, 2021 and forwarded positive recommendations to the City Council as follows:

Motion: Commissioner Adcock motioned to forward a positive recommendation to the City Council that approximately 7.58 acres of the Pederson property be rezoned from the R-10 Residential to the Interchange Commercial C-1 zone, concurrent with the development agreement and preliminary plan being submitted. Commissioner Jorgensen seconded.

The motion passed unanimously 6 votes to 0

Motion: Commissioner Jorgensen motioned to recommend approval of the Santaquin Estates Rezone of 23.28 acres from R-10 Residential to the R-10 Planned Unit Development (PUD) zone as part of the development agreement. Commissioner Lance seconded.

The motion passed unanimously 5 votes to 0

Preliminary Plans

The applicant is proposing 78-lots, which includes 1 commercial lot and 77 single-family lots. The commercial lot will be 5.4 acres and meets all the requirements of the C-1 Zone. The residential lot sizes range from approximately 4,881 square feet (.11 acres) to 15,093 square feet (.35 acres). All residential lots meet the size requirements of the PUD zone. The PUD requires 15% of the development to be open space. The proposed development meets the open space requirement.

The Development Review Committee reviewed the preliminary plans on November 2, 2021 and November 16, 2021 and forwarded a positive recommendation to the Planning Commission. The Planning Commission reviewed the preliminary plans on November 30, 2021 and forwarded a positive recommendation to the City Council as follows:

Motion: Commissioner Hoffman motioned to recommend approval of the Santaquin Estates Preliminary Plan with the following conditions: That all Planning and Zoning and Engineering redlines be addressed. And that the amendment to the setbacks be approved; including the 22-foot front setbacks on the garage side, 20-foot rear setbacks, and 5-foot side setbacks for the smaller lots identified within the development agreement. Commissioner Lance seconded.

The motion passed unanimously 5 votes to 0

Preliminary Plans Motion: “Motion to approve the Santaquin Estates Preliminary Plans with the following conditions

1. All engineering redlines be addressed.”

ORDINANCE NO. 12-02-2021

AN ORDINANCE AMENDING THE ZONING MAP OF SANTAQUIN CITY, MORE SPECIFICALLY, APPROVING THE REZONING OF APPROXIMATELY 30.86 ACRES OF PROPERTY LOCATED AT APPROXIMATELY MAIN STREET AND 900 EAST CHANGING APPROXIMATELY 23.28 FROM R-10 RESIDENTIAL TO R-10 PLANNED RESIDENTIAL DEVELOPEMNT (PUD) AND APPROXIMATELY 7.58 ACRES FROM R-10 RESIDENTIAL TO INTERCHANGE COMMERCIAL (C-1), PROVIDING SEVERABILITY AND AN EFFECTIVE DATE FOR THE ORDINANCE.

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

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

WHEREAS, the Santaquin City Planning Commission held public hearings during their November 9, 2021 and November 30, 2021 meetings, which hearings were preceded by the posting of public notice in at least three public places within the City limits of Santaquin City in accordance with Section 10-9a-205 of the Utah State Code; and

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

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

WHEREAS, the Santaquin City Council desires to amend the Official Zoning Map of Santaquin City, more specifically the rezoning of approximately 30.86 acres of property located at approximately Main Street and 900 East. The rezone changes approximately 23.28 from R-10 Residential to R-10 Planned Residential Development PUD and approximately 7.58 acres from R-10 Residential to Interchange Commercial (C-1).

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

Section I.

That the official zoning map of the City be amended such that approximately 30.86 acres of property located at approximately Main Street and 900 East be rezoned. The rezone changes approximately 23.28 from R-10 Residential to R-10 Planned Residential Development PUD and

approximately 7.58 acres from R-10 Residential to Interchange Commercial (C-1) as shown on the attached map labeled as Exhibit A and by this reference made part hereof.

Section II. Severability

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

Section V. Posting and Effective Date

This ordinance shall become effective at 5:00 p.m. on Wednesday, December 15, 2021. Prior to that time, the City Recorder shall deposit a copy of this ordinance in the official records of the City and place a copy of this ordinance in three places within the City.

PASSED AND ADOPTED this 14th day of December 2021.

Kirk Hunsaker, Mayor

Councilmember Nick Miller	Voted ____
Councilmember Elizabeth Montoya	Voted ____
Councilmember Lynn Mecham	Voted ____
Councilmember David Hathaway	Voted ____

ATTEST:

K. Aaron Shirley, City Recorder

[illegible]

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, K. AARON SHIRLEY, City Recorder of Santaquin City, Utah, do hereby certify and declare that the above and foregoing is a true, full, and correct copy of an ordinance passed by the City Council of Santaquin City, Utah, on the 14th day of December 2021, entitled

“AN ORDINANCE AMENDING THE ZONING MAP OF SANTAQUIN CITY, MORE SPECIFICALLY, APPROVING THE REZONING OF APPROXIMATELY 30.86 ACRES OF PROPERTY LOCATED AT APPROXIMATELY MAIN STREET AND 900 EAST CHANGING APPROXIMATELY 23.28 FROM R-10 RESIDENTIAL TO R-10 PLANNED RESIDENTIAL DEVELOPEMNT (PUD) AND APPROXIMATELY 7.58 ACRES FROM R-10 RESIDENTIAL TO INTERCHANGE COMMERCIAL (C-1), PROVIDING SEVERABILITY AND AN EFFECTIVE DATE FOR THE ORDINANCE.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Santaquin City Utah this 14th day of December 2021.

K. AARON SHIRLEY
Santaquin City Recorder

(SEAL)

AFFIDAVIT OF POSTING

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, K. AARON SHIRLEY, City Recorder of Santaquin City, Utah, do hereby certify and declare that I posted in three (3) public places the ordinance, which is attached hereto on the 14th day of December 2021.

The three places are as follows:

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

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

K. AARON SHIRLEY
Santaquin City Recorder

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

My Commission Expires:

Notary Public

Residing at: Utah County



RESOLUTION 12-06-2021
A RESOLUTION APPROVING THE MASTER
DEVELOPMENT AGREEMENT FOR THE SANTAQUIN
ESTATES PLANNED UNIT DEVELOPMENT

BE IT HEREBY RESOLVED:

SECTION 1: The attached documents represent the development agreement between Santaquin City and Building Construction Partners LLC for purposes of the Santaquin Estates Planned Unit Development.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 14th day of December, 2021.

City of Santaquin,

Kirk F. Hunsaker, Mayor

Attest:

K. Aaron Shirley, City Recorder

**MASTER DEVELOPMENT AGREEMENT
FOR
SANTAQUIN ESTATES PLANNED UNIT DEVELOPMENT**

December 14, 2021

WHEN RECORDED, RETURN TO:

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

**MASTER DEVELOPMENT AGREEMENT
FOR
SANTAQUIN ESTATES PLANNED UNIT DEVELOPMENT**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered into as of the 14th day of December, 2021, by and between Santaquin City, a Utah municipality and Building Construction Partners LLC, a Utah limited liability company.

RECITALS

A. The capitalized terms used in this MDA and in these Recitals are defined in Section 1.2, below.

B. Master Developer owns and is developing the Property.

C. Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan.

D. The Parties acknowledge that development of the Property pursuant to this MDA may result in significant planning benefits to the City and its residents by, among other things requiring orderly development of the Property known as the Santaquin Estates Planned Unit Development (PUD) and an Interchange Commercially (C-1) zoned area, preserving land to be used for retention of water and debris flows from the mountains, preserving a right-of-way corridor for a re-route of the frontage road, and increasing property tax, sales taxes, and other revenues to the City based on commercial improvements to be constructed on the Property.

E. The Parties desire to enter into this MDA to specify the rights and responsibilities of

the Master Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

F. The Parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 (2018) *et seq.*

G. This MDA conforms with the intent of the City’s General Plan and the Zoning.

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

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” - “T” are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2018), *et seq.*

1.2.2. **Applicant** means a person or entity submitting a Development Application.

1.2.3. **Buildout** means the completion of all of the development on the entire Project in accordance with the approved plans.

1.2.4. **City** means Santaquin City, a Utah municipality.

1.2.5. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology, or drainage for reviewing certain aspects of the development of the Project.

1.2.6. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project, which contradict or change the City's Vested Laws, and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.7. **City's Vested Laws** means the substantive ordinances, policies, standards, and procedures of the City, related to land use regulations affecting the Project (i.e., Santaquin City Code, Titles 10 and 11), in effect as of the date of this MDA, a digital copy of which is attached as Exhibit "C".

1.2.8. **Commercial Area** means those commercial, retail, office and other uses in the area shown on the Master Plan, Exhibit "F".

1.2.9. **Council** means the elected City Council of the City.

1.2.10. **Default** means a material breach of this MDA as specified herein.

1.2.11. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by City staff.

1.2.12. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.2.13. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.14. **Development Area** means the area for development of the Project as shown on the Master Plan, Exhibit “A”.

1.2.15. **Final Plat** means the recordable map or other graphical representation of land that complies with Utah Code Ann. § 10-9a-603 (July, 2021), or any successor provision, and the City’s Vested Laws, and is approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.16. **Master Developer** means BCP Development, Inc. and its assignees or transferees as permitted by this MDA.

1.2.17. **Master Plan** means the layout for the Development Areas, Residential Dwelling Units, approved Commercial Area, and Public Infrastructure for the Project, as set forth in Exhibit “B”.

1.2.18. **MDA** means this Master Development Agreement and any amendments thereto, including all of its Exhibits.

1.2.19. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another Party.

1.2.20. **Open Space** shall have the meaning specified in Section 10.08.020 of the City’s Vested Laws.

1.2.21. **Outsource or Outsourcing** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support

in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.22. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper as a Subdivision that is not an individually developable lot.

1.2.23. **Party/Parties** means, in the singular, Master Developer or the City; in the plural Master Developer and the City.

1.2.24. **Planning Commission** means the City's Planning Commission.

1.2.25. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities.

1.2.26. **Property** means the real property proposed for development by Master Developer more fully described in Exhibit "A".

1.2.27. **Public Infrastructure** means those elements of infrastructure that are planned, agree, or required to be dedicated to the City as a condition of the approval of a Development Application and pursuant to this MDA.

1.2.28. **Residential Dwelling Unit** means a structure or portion thereof deigned and intended for use as a single-family detached dwelling as defined in the City's Vested Laws.

1.2.29. **Subdeveloper** means a person or an entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Master Developer which purchases a Parcel for development.

1.2.30. **Subdivision** means the division of any portion of the Project into developable lots pursuant to State Law and/or the Zoning Ordinance.

1.2.31. **Subdivision Application** means the application to create a Subdivision.

1.2.32. **Zoning** means the zoning for the Property and each Development Area, in effect at the time of approval of this MDA and shown in Exhibit “T”.

1.2.33. **Zoning Ordinance** means the City’s Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA as a part of the City’s Vested Laws.

2. **Development of the Project.**

2.1. **Compliance with the Master Plan and this MDA.** Development of the Project shall be in accordance with the City’s Vested Laws, the City’s Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Master Plan, and this MDA.

2.2. **Accounting for Residential Units for Parcels Sold to Subdevelopers.** Any Parcel sold by Master Developer to a Subdeveloper or subsequent Subdeveloper shall include the transfer of a specified portion of the Residential Units sold with the Parcel. Upon any such transfer, Master Developer or Subdeveloper shall notify the City, the total number of Residential Units in each of the affected parcels.

2.3. **Architectural Standards.** Master Developer shall make reasonable efforts to maintain consistency of architectural design and standards in the development and agrees to meet the minimum architectural, materials, and design requirements as set forth in Santaquin City Code section 10.20.170 for residential buildings and Santaquin City Code section 10.20.120 for commercial buildings, in effect on the date of the execution of this MDA.

2.4. **Design Options for Smaller Lot Construction.** The smaller lots abutting 900 East

and Main Street have significant impact on the aesthetics and usability in the area. The Master Developer may choose design and architectural options specific to these lots from the two options described in 2.4.1 and 2.4.2 below. One of these design options must be applied uniformly to all homes within each of the three sub-areas identified as 1) homes abutting Main Street, 2) homes abutting the east side of 900 East, and 3) homes abutting the west side of 900 East, but may differ from sub-area to sub-area.

2.4.1. Front Loaded Design Option. A City approved masonry fence must be installed along the rear lot line that abuts Main Street or 900 East. In addition, the rear facing sides of the home must include additional architectural improvements to increase the aesthetics of the rear elevation (i.e. hardie board, stone/masonry, articulation, etc.)

2.4.2. Rear Loaded Design Option. Homes will face Main Street or 900 East and will require enhanced architectural elements on elevations fronting Main Street or 900 East (i.e. hardie board, stone/masonry, articulation, etc.) No fencing shall be permitted within the front setback of the property for each lot of the associated sub-area by plat note in perpetuity unless the fencing is a three foot (3') open-style decorative fence as determined by the Master Developer in their declaration of covenants, conditions, and restrictions (CC&Rs) for the Development and approved by the City.

2.5. Dedication of Property to the City.

2.5.1. Owner shall dedicate to the City by General Warranty Deed that portion of the Property more particularly described in Exhibit “D” hereto for the construction of a public roadway through the Property for the purpose of rerouting and connecting

portions of SR 198 and Highland Drive.

2.5.2. Owner shall also dedicate to the City by General Warranty Deed, that portion of the Property designated on the Master Plan as Open Space and more particularly described in Exhibit “E” hereto, as Open Space, which the City may use as a debris basin. In order to receive credit towards the fifteen percent (15%) improved open space requirement, the Master Developer shall provide Seventy-Six Thousand Four Hundred Twenty-Two and 93/100 Dollars (\$76,422.93) which is considered the equivalent value to the City for Open Space improvements that would have been required within the debris basin area north of Main Street. The City shall retain said funds for future improvements related to recreational aspects of the debris basin construction.

2.5.3. Owner shall dedicate an improved park to the City by General Warranty Deed, as designated on the Master Plan and more particularly described in Exhibit “G” hereto, with the following improvements: irrigated turf, curbing improvements and a “tot lot” playground structure.

2.5.4. Owner shall dedicate an improved trail corridor along 900 East and Main Street to the City by General Warranty Deed, as designated on the Master Plan and more particularly described in Exhibit “H” hereto, with the following improvements: asphalt meandering trail, (eight-foot (8’) along Main Street and ten-foot (10’) along 900 East); trees, shrubs, irrigation system, fabric, and rock mulch, as approved by the City.

2.5.5. Land dedications shall be executed at the earlier of: 1) Recordation of the development plat, or 2) one-year from the execution of this MDA. Master Developer

acknowledges and agrees that the dedication of said property to the City will benefit the development of the Property and the City and is central to the City's willingness to enter into this MDA.

3. Vested Rights.

3.1. Vested Rights Granted by Approval of this MDA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants Master Developer all rights to develop the Project in fulfillment of this MDA, the City's Vested Laws, the Zoning, and the Master Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2021).

3.2. Exceptions. The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.1 are subject to the following exceptions:

3.2.1. Master Developer Agreement. City's Future Laws that Master Developer agrees in writing apply to the Project;

3.2.2. State and Federal Compliance. City's Future Laws that are generally applicable to all properties in the City and that are required to comply with State and Federal laws and regulations affecting the Project;

3.2.3. Codes. Any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, fire, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide

recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.2.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and entities similarly situated;

3.2.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

3.2.6. Impact Fees. Impact Fees or modifications thereto that are lawfully adopted, and imposed by the City and that meet all requirements of the U. S. Constitution, Utah Constitution, law, and applicable statutes, including but not limited to Utah Code Ann. Section 11-36a-101 (2021) *et seq.*;

3.2.7. Planning and Zoning Modification. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks, conditional use criteria, or similar items, are generally applicable across the entire City and do not materially and unreasonably increase the costs of any Development; and

3.2.8. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2021).

3.3. Reservation of Legislative Authority. Notwithstanding anything to the contrary in this MDA, nothing in this MDA shall limit the City Council's authority in the future to (a) enact a land use regulation; or (b) take any action allowed under Utah Code Ann. § 10-8-84 as amended.

4. **Term of Agreement.** This MDA shall expire December 31, 2031. If Master Developer is not currently in Default as of December 31, 2031 (and if any such Default is not being cured) then this MDA shall be automatically extended until December 31, 2036. This MDA shall also terminate automatically at Buildout.

5. **Zoning.**

5.1. **Map.** Upon execution of this agreement, the Property shall be zoned R-10 Residential Planned Unit Development (PUD) and Interchange Commercial C-1 as shown in Exhibit "I". Any modification to the uses of Property in a Development Area not permitted in the applicable zone, require approval of the City through the normal zoning process specified in the City's then current zoning code.

6. **Processing of Development Applications.**

6.1. **Processing of Development Applications.** Processing of Development Applications will be governed by City Code.

6.2. **Acceptance of Certifications Required for Development Applications.** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City.

6.3. Independent Technical Analyses for Development Applications. If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants with the actual and reasonable costs being the responsibility of Applicant.

6.4. City Denial of a Development Application. If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, the Zoning and/or the City's Vested Laws (or, if applicable, the City's Future Laws). The City may amend such written determination as necessary.

6.5. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below. Applicant's failure to successfully appeal any such denial shall preclude any action by Applicant against City for City's denial.

6.6. Mediation of Development Application Denials.

6.6.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application that the parties are not able to resolve shall be mediated.

6.7. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within thirty (30) calendar days to appoint a

mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant and the City shall split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall within thirty (30) calendar days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties, or admissible in subsequent proceedings.

7. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for all or part of the Project under the City's Future Laws in effect at the time of the Development Application so long as said Development Application would not materially affect the development of the Project as described in the Master Plan, and Master Developer is not in current breach of this MDA.

8. **Public Infrastructure.**

8.1. **Construction by Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application pursuant to the City's Vested Laws.

8.2. **Bonding.** Unless otherwise provided by Chapter 10-9a of the Utah Code as amended, Applicant shall provide security for any Public or private Infrastructure

required by the City, in a form acceptable to the City. as specified in the City's ordinances in effect at the time of application. Partial releases of any such required security shall be allowed as work progresses based on the City's laws then in effect.

9. Upsizing/Reimbursements to Master Developer.

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

9.2. **“Reimbursements”**. The Parties recognize that there are several Public Infrastructure improvements within the Development Area that will provide benefit to the City. The Parties have worked in good faith to negotiate the reimbursement of non-Development Area required enhancements and or improvements within the Development Area that are above the 15% improved Open Space requirement.

9.2.1. Main Street Road Improvements. The Master Developer shall construct, extend, and connect Main Street from the Oak Summit subdivision to the Maverick Gas Station area. City agrees to reimburse the Master Developer fifty percent (50%) of the actual costs of the Main Street Road Improvements as identified in Exhibit “D” which are estimated to be approximately One Hundred Sixty-Seven Thousand Dollars (\$167,000). City will reimburse said actual costs of construction utilizing funds from the Transportation Impact Fees collected from within the Development Area, on a quarterly basis based upon the number of building permits issued during the preceding quarter. At Buildout, any deficiency between the City’s obligation and the total available Transportation Impact Fees from the Project will be reimbursed to the Master Developer from other City funding sources to fulfill said obligation.

9.2.2. 900 East Street and Frontage Road Improvements. The Master Developer shall construct, extend, and connect 900 East Street/Frontage Road from the existing 900 East Street (approximately 150 South Street) to the new Main Street Connection at 900 East, including the intersection of 900 East Street and Frontage Road. City is responsible for a portion of the 900 East Street/Frontage Road Improvements as identified in Exhibit “D” in an estimated amount of approximately One Hundred Ninety-Five Thousand Dollars (\$195,000) and will reimburse said actual costs of construction utilizing funds from the Transportation Impact Fees collected from within the Development Area, on a quarterly basis based upon the number of building permits issued during the preceding quarter. At Buildout, any deficiency between the City’s obligation and the total available Transportation Impact Fees from the Project

will be reimbursed to the Master Developer from other City funding sources to fulfill said obligation.

9.2.3. Unimproved Portion of the Future Frontage Road. At no cost to the City, the Master Developer shall dedicate the land for the unimproved portion of the future Frontage Road as shown in Exhibit “D” as part of the final platting of the Project. Master Developer shall have no responsibility to construct, extend, or connect the future Frontage Road from the intersection with 900 East Street to the west end of the Project. However, in the event that the Master Developer needs or wants access to south portion of the commercial parcel from any portion of the dedicated future Frontage Road, Master Developer shall front the cost to construct, extend, and connect the future Frontage Road from the intersection with 900 East Street to the west end of the Project as needed/required to accommodate such access in order to meet City access requirements per City’s Vested Laws with the City providing reimbursement in a future reimbursement agreement, as agreed by the Parties.

9.2.4. 900 East Trail Improvements. The Master Developer shall construct, extend, and connect the 900 East Trail from Main Street to the intersection of 270 South 900 East. City is responsible for a portion of the 900 East Trail Improvements as identified in Exhibit “H” in an estimated amount of approximately Thirty-Eight Thousand Dollars (\$38,000) and will reimburse actual costs from Park Impact Fees collected from within the Development Area on a quarterly basis to fulfill the City’s portion of the obligation. At Buildout, any deficiency between the City’s obligation and the total available Park Impact Fees from the Project will be reimbursed to the Master Developer from other City funding sources to fulfill said obligation.

9.2.5. Pressure Reducing Valve (PRV) Station Reimbursement. The Master Developer shall install a PRV station on the culinary water system. City is responsible for the actual cost of the PRV station identified in the City's Culinary Water Master Plan in an estimated amount of approximately Eighty-Five Thousand Dollars (\$85,000). City will reimburse said actual costs of construction utilizing funds from the Culinary Impact Fees collected from within the Development Area, on a quarterly basis based upon the number of building permits issued during the preceding quarter. At Buildout, any deficiency between the City's obligation and the total available Culinary Impact Fees from the Project will be reimbursed to the Master Developer from other City funding sources to fulfill said obligation.

10. Default.

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

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

10.2.1. Specific Claim. Specify the claimed event of Default;

10.2.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this MDA that is claimed to be in Default; and

10.2.3. Materiality. Identify why the Default is claimed to be material.

10.3. Amendments to Notice of Default. The City may amend a Notice of Default as

additional information becomes available.

10.4. **Optional Cure.** If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) calendar days duration.

10.5. **Remedies.** If the parties are not able to resolve the Default by “Mediation,” the parties may have the following remedies.

10.5.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

10.5.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

10.5.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

10.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 10.3 without the requirements of Section 10.2. The City shall give Notice to Master Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered.

10.7. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty

(30) calendar days, then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

10.8. **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

10.9. **Limitation on Recovery for Default – No Damages.** Anything in this MDA notwithstanding no Party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The sole remedy available to Master Developer or any Subdeveloper shall be that of specific performance.

10.10. **City Inspections.** Nothing in this Section 10 shall be construed to limit the ability or authority of City's inspectors to assure compliance with construction standards and practices through the procedures applied generally to construction projects in the City.

11. **Notices.** All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer:

BCP Development, Inc.
ATTN: Peter Evans
1250 E. 200 S.
Suite 1-D
Lehi, UT 84043

To the City:

Santaquin City
Attn: City Manager
Benjamin Reeves
275 West Main Street
Santaquin, UT 84655

breeves@santaquin.org
(801) 754-3200

With a Copy to:

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

11.1. Effectiveness of Notice. Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

11.1.1. Hand Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

11.1.2. Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

11.1.3. Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA

by giving written Notice to the other party in accordance with the provisions of this Section.

12. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

13. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City, or Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property or unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City’s Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.

14. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part, respectively, by Master Developer with the consent of the City as provided herein.

14.1. **Sale of Lots.** Master Developer’s selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by Master Developer.

14.2. **Related Entity.** Master Developer’s transfer of all or any part of the Property to any entity “related” to Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Master Developer’s entry into a joint venture for the development of the Project or Master Developer’s pledging of part or all of the Project as

security for financing shall also not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City Notice of any event specified in this sub-section within fifteen (15) calendar days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

14.3. **Notice.** Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

14.4. **Time for Objection.** Unless the City objects in writing within thirty (30) calendar days of notice, the City shall be deemed to have approved of and consented to the assignment.

14.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer’s rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment Master Developer shall not be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations herein.

14.6. **Denial.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee’s financial ability to perform the obligations of Master Developer proposed to be assigned or there is an existing breach of a development obligation owed

to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to the “Mediation” process specified in Section 6.6.

14.7. Assignees Bound by MDA. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment. That consent shall specifically acknowledge the provisions of Section 2.

15. Insurance and Indemnification. Master Developer shall defend and hold the City and its officers, employees, and consultants harmless for any and all claims, liability and damages arising from the rezoning of the Property, construction on the Property, or operation performed under this MDA by (a) Master Developer or any of its contractors, subcontractors, agents or employees, or (b) any one or more persons directly or indirectly employed by, or acting as agent for Master Developer or any of its contractors or subcontractors. Nothing in this MDA shall be construed to mean the Master Developers shall defend, indemnify, or hold the City or its elected and appointed representatives, officers agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been dedicated to and accepted by the City.

15.1. Referendum. If sponsors of a referendum timely challenge this MDA and/or any land use regulation enacted specifically in relation to this MDA in accordance with Utah law, and Master Developer does not rescind the same pursuant to Utah law, Master Developer shall indemnify the City for all costs and attorneys’ fees incurred by the City

arising from the referendum and associated proceedings.

15.2. Hazardous, Toxic and/or Contaminating Materials. Master Developer further agrees to defend and hold the City and its elected and/or appointed boards, officers, agents, employees, and consultants, harmless from any and all claims, liability, costs fines, penalties, charges and/or claims of any kind whatsoever relating to the existence and removal of hazardous, toxic and/or contaminating materials on the Property, except where such claims, liability, costs, fines, penalties, charges and/or claims are due to the actions of the City.

15.3. Bodily Injury and Property Damage Insurance. Master Developer agrees to and shall indemnify and hold the City and its elected and appointed boards, officer, agents, employees, and consultants harmless from and against all liability, loss, damage, costs or expense (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person, directly or indirectly caused by any acts done on or with respect to the Property by Master Developer or its agents, servants, employees, or contractors, except for willful misconduct or negligent acts or omissions of the City or its elected and appointed boards, officer, agents, employees, and consultants.

15.4. Insurance Certificates. Prior to any construction of the Property, Master Developer shall furnish or cause to be furnished to the City appropriate certificates of insurance naming the City as an additional insured, in amounts corresponding to the limits of liability specified in the Utah Governmental Immunity Act.

16. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges,

configurations, and number of Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by or Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein. Each sale of a Parcel shall include a written designation of the maximum number of Residential Dwelling Units allocated to that parcel.

17. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

18. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

19. **Survival.** If this MDA is terminated for any reason the provisions of Sections 2.5, 9.1, 9.2, 10.7, 14, 24, 25 and 26 shall survive the termination.

20. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this MDA which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

21. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

22. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the City Manager or his designee. The initial representative for Master Developer shall be Peter Evans. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.

23. **Estoppel Certificate.** Upon twenty (20) days prior written request by Master Developer or a Subdeveloper, the City will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time has not been declared to be in default of the terms of this MDA, and that the City is not aware of any circumstances that would constitute such a default.

24. **Applicable Law.** This MDA is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

25. **Venue.** Any action to enforce this MDA shall be brought only in the Fourth District Court for the State of Utah, Provo Division.

26. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

27. **Mutual Drafting.** Each Party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against any Party based on which

Party drafted any particular portion of this MDA.

28. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. The data disk of the City's Vested Laws, Exhibit "C", shall not be recorded in the chain of title. A secure copy of Exhibit "C" shall be filed with the City Recorder and each party shall also have an identical copy.

29. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the Mayor is affixed to this MDA lawfully binding the City pursuant to Resolution No. 12-06-2021 adopted by the City on December 14, 2021.

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

SANTAQUIN CITY

Kirk F. Hunsaker, Mayor

ATTEST:

K. Aaron Shirley, City Recorder

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the ____ day of December, 2021 personally appeared before me _____ who being by me duly sworn, did say that he is the Mayor of Santaquin City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

MASTER DEVELOPER

(NAME), (TITLE)

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the ____ day of December, 2021 personally appeared before me _____,
who being by me duly sworn, did say that he/she is the _____ of
_____, a Utah _____, and that the foregoing
instrument was duly authorized by the company at a lawful meeting held by authority of its
operating agreement and signed in behalf of said company.

NOTARY PUBLIC

TABLE OF EXHIBITS

Exhibit “A”	Legal Description of Property
Exhibit “B”	Master Plan
Exhibit “C”	City’s Vested Laws
Exhibit “D”	Public Roadway Description
Exhibit “E”	Open Space Description (Debris Basin)
Exhibit “F”	Commercial Area
Exhibit “G”	Park
Exhibit “H”	Trails
Exhibit “I”	Zoning Approval Map

Exhibit “B”
Master Plan



SANTAQUIN ESTATES
Master Plan Exhibit

Exhibit “C”
City’s Vested Laws

Exhibit "D"
Public Roadway Description

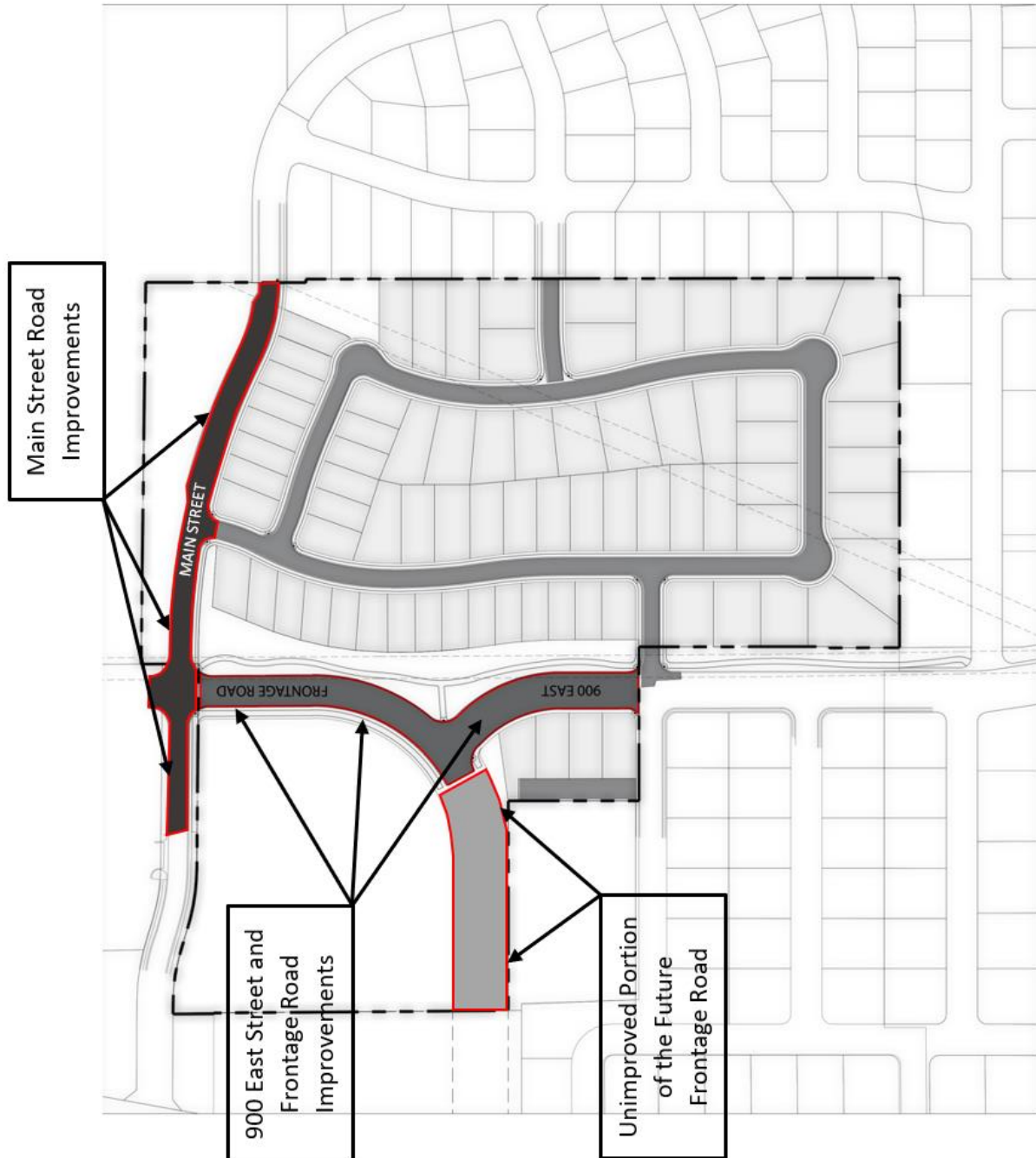


Exhibit “E”

Open Space Description (Debris Basin)



Exhibit “F”

Commercial Area

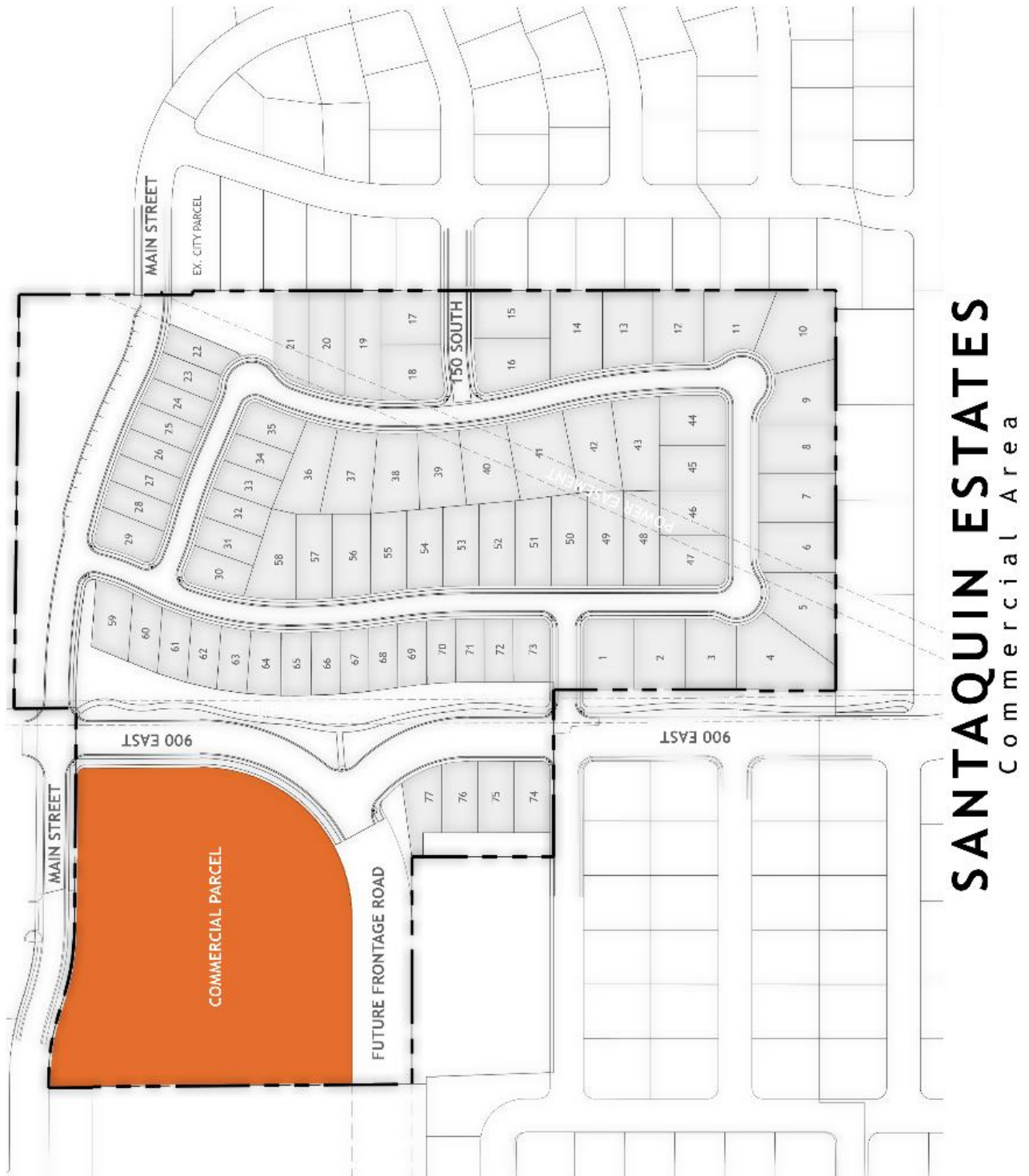
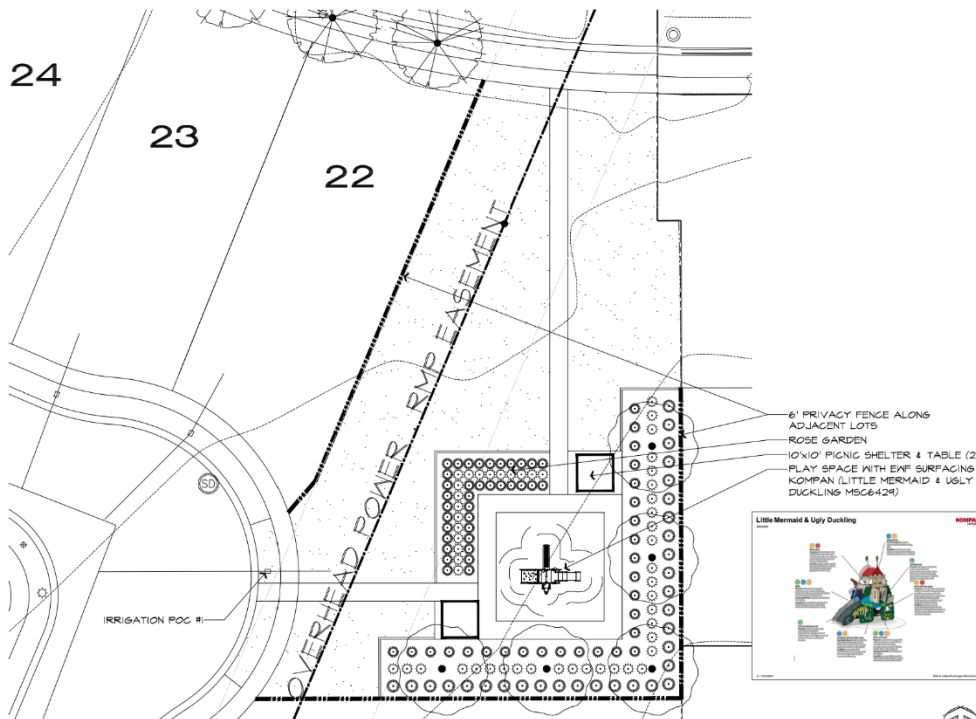


Exhibit "G" Park



SANTAQUIN ESTATES Open Space Exhibit - Parks



flagship
homes
1250 East 280 South, Ste. 10
Lehi | Utah | 84043



call 811 or visit www.811.org
before you dig to have all utilities
located and marked

SANTAQUIN ESTATES
LANDSCAPE PLANS
Main Street & 900 East - Santaquin - Utah

DECEMBER 2021

LANDSCAPE
concept plan



L2

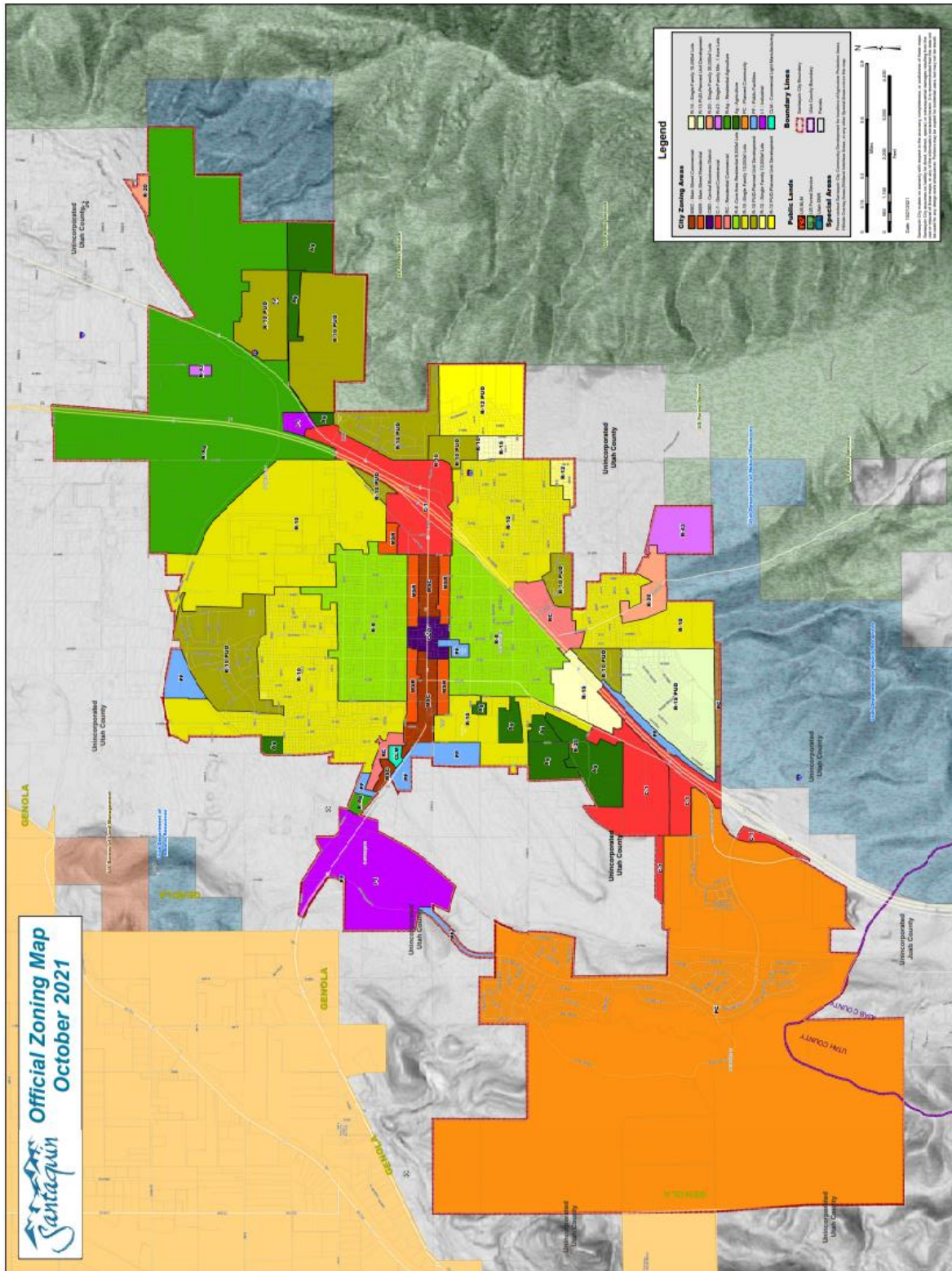
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Exhibit “H”
Trails



SANTAQUIN ESTATES
Open Space Exhibit - Trails

Exhibit "I" Zoning Approval Map



SANTAQUIN ESTATES

PRELIMINARY PLANS

SANTAQUIN, UTAH

prepared for:
FLAGSHIP HOMES
170 SOUTH INTERSTATE PLAZA SUITE 250
LEHI, UT 84043
PHONE: (801)766-2592

prepared by:
TRANE ENGINEERING
27 EAST MAIN STREET
LEHI, UT 84043
PHONE: (801) 768-4544

GENERAL NOTES:

- General Construction Notes:
- All Mainline piping shall be placed with a minimum of 4'-0" cover over the top of the pipe. Gas lines must meet Dominion Energy's bury requirements.
 - All new culinary water and pressurized irrigation main line pipe shall be PVC C900 DR 18 class 150 unless otherwise approved by the city.
 - Minimum of 8" in diameter culinary water and 6" in diameter pressurized irrigation for new main line pipes.
 - A minimum of 50 PSI static pressure shall be required at all points in the culinary water system within the boundaries of all new subdivisions.
 - Culinary water service meter boxes shall be located within the 6' planter strip. Meters shall be located only in landscaped areas.
 - The minimum required fire flow at the fire hydrant locations shall be 1500 GPM.
 - When required, pressure reducing valve vaults (PRV) shall be located as directed by the City or City Engineer. The City or City Engineer shall provide the contractor with the appropriate downstream pressure setting.
 - Fire hydrants shall be located at all intersections. The maximum spacing between fire hydrants shall not exceed 500' measured along a public right-of-way.
 - Only City personnel shall open and close city water valves, unless otherwise approved in writing by the City.
 - All water samples for culinary water testing shall be collected and delivered by City personnel. The contractor shall pay for the testing expense.
 - Tapping into water lines shall not be allowed in groundwater or mud.
 - All culinary water mainline valves must be attached to the fixture within the intersection and pressurized irrigation mainline valves shall be located in line with corner lot property lines.
 - All mainline sewer piping sizes 8" to 15" shall be PVC and shall be supplied in lengths no longer than 13'. Main line pipe sizes 18" and larger shall be reinforced concrete pipe.
 - All sewer service laterals taps on existing lines shall be "insert-a-tee-type" connections.
 - The contractor shall provide, install, and maintain all road construction, barricades, channeling devices, and construction signs in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) for road construction activities.
 - Traffic access shall be maintained for local residents to properties along construction boundaries.
 - Work performed with the State Highway rights-of-way shall conform to State of Utah specifications for excavation on State Highway prepared by the Department of Transportation.
 - All debris resulting from work on the project shall be disposed of by the contractor. The contractor shall make appropriate arrangements for disposal sites at which debris may be lawfully disposed.
 - No open burning of construction debris shall be allowed.
 - The contractor shall provide mailboxes and posts according to US Postal Service standards and shall place them in the planter strips at locations designated by the City.

NOTE

- 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 all inclusive of all minimum codes, ordinances and standards. This fact does not relieve the developer or general contractor from the full compliance with all minimum state and Santaquin City codes, ordinances and standards.

BENCHMARK

EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 9S, RANGE 2E
ELEVATION = 4577.63



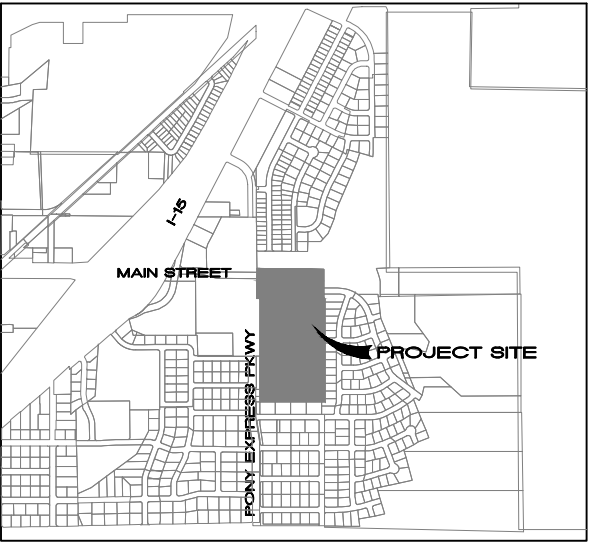
SITE MAP
NTS



SHEET INDEX

SHEET NO.	SHEET NAME
1	COVER SHEET
2	PRELIMINARY UTILITY PLAN
3	PRELIMINARY GRADING & DRAINAGE PLAN
OS	OPEN SPACE PLAN
PLAT	PRELIMINARY PLAT

LAND USE:	
PLAT "A" =	30.86 ACRES
ZONING=	C-1, R-10 (PUD)
TOTAL LOTS=	77 LOTS
ACREAGE IN LOTS=	15.15 ACRES
ACREAGE IN ROW=	8.11 ACRES
OPEN SPACE DEDICATION=	3.50 ACRES
ACREAGE COMMERCIAL=	5.42 ACRES
DENSITY OVERALL =	2.43 LOTS/ACRE



VICINITY MAP



REVISIONS			
NO.	DATE	DESCRIPTION	BY
1			
2			
3			
4			

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TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

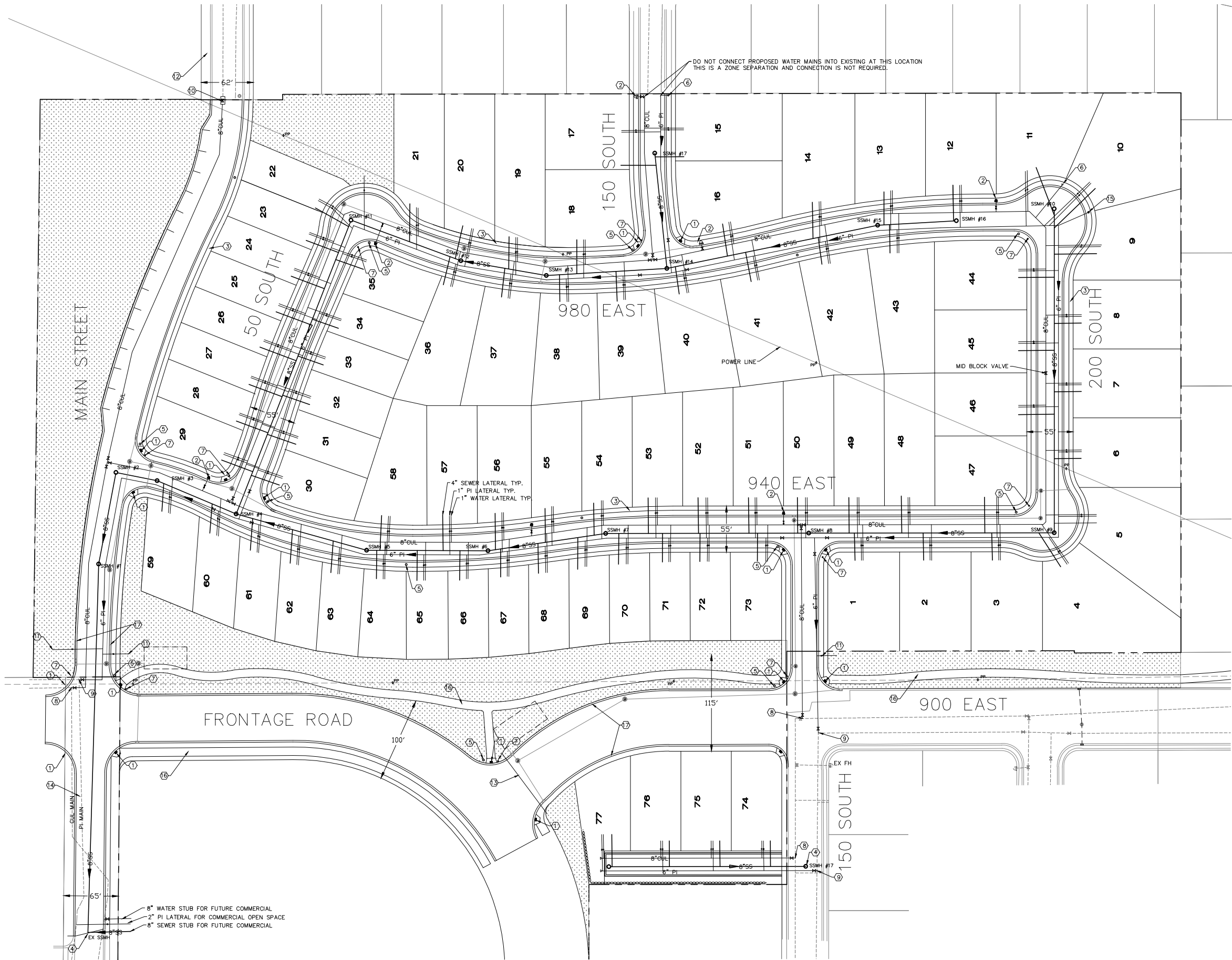
SANTAQUIN, UTAH

SANTAQUIN ESTATES
A RESIDENTIAL SUBDIVISION

COVER SHEET

JOB
FS. HARMONY

Item # 21.

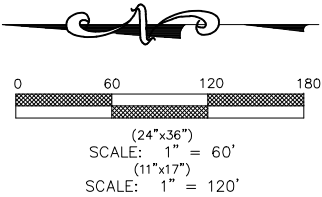


KEYED NOTES

- 1 CONSTRUCT ADA RAMP AS PER SANTAQUIN CITY STANDARDS
- 2 INSTALL FIRE HYDRANT AS PER SANTAQUIN CITY STANDARDS
- 3 CONSTRUCT 5' CONCRETE SIDEWALK
- 4 CONNECT INTO EXISTING SEWER, CONTRACTOR TO VERIFY SIZE, INVERT ELEVATION AND LOCATION.
- 5 INSTALL STREETLIGHT'S PER SANTAQUIN CITY STANDARDS
- 6 INSTALL AIR VAC AT END OF PI MAIN
- 7 STREET AND/OR STOP SIGNS AS PER SANTAQUIN CITY STANDARDS
- 8 CONNECT INTO EXISTING CULINARY LINE WITH CONSTRUCTION VALVE
- 9 CONNECT INTO EXISTING PRESSURE IRRIGATION LINE WITH CONSTRUCTION VALVE
- 10 INSTALL PRV ON CULINARY LINE FOR ZONE SEPARATION AS PER SANTAQUIN CITY STANDARDS.
- 11 2" PI LATERAL FOR OPEN SPACE
- 12 COORDINATE SIGNAGE FOR WARNING OF ON STREET PARKING.
- 13 IRRIGATION CONDUIT TO PROVIDE IRRIGATION TO ADJACENT OPEN SPACE
- 14 EXISTING WATER MAIN ARE ANTICIPATED TO BE LOWERED, CONTRACTOR TO POTHOLE WATER AND COORDINATE WITH ENGINEER FOR LOWERING.
- 15 INSTALL AIR RELIEF VALVE ON PRESSURE IRRIGATION MAIN AT HIGH POINT.
- 16 10' ASPHALT TRAIL
- 17 PAINT CURB RED ALONG 900 EAST FROM 150 SOUTH TO THE FRONTAGE ROAD AND MAIN STREET 300' EACH DIRECTION FROM THE FRONTAGE ROAD.

UTILITY NOTES

- 1. ALL CONSTRUCTION TO BE DONE ACCORDING TO SANTAQUIN CITY STANDARDS AND SPECIFICATIONS.
- 2. ALL ADA REQUIREMENTS TO BE CONSTRUCTED IN ACCORDANCE WITH SANTAQUIN CITY STANDARDS AND SPECIFICATIONS.
- 3. CULINARY WATER — 48" MIN. DEPTH TO TOP OF PIPE C900 PVC..
- 4. SEWER 8" SDR-35 PVC PIPE WITH MANHOLES AS NOTED.
- 5. WATER TEES, ELBOWS, PIPE BEDDING AND TRENCHES SHALL BE INSTALLED AS PER SANTAQUIN CITY STANDARDS.
- 6. ALL CULINARY VALVES ARE TO BE FLANGED TO THE TEE.



REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	2/22/21	RED LINES	TT
2			
3			
4			

DESIGNED BY:	TGT
DRAWN BY:	TT
CHECK BY:	TGT
DATE:	11/15/21
CDGD FILE:	

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

SANTAQUIN, UTAH

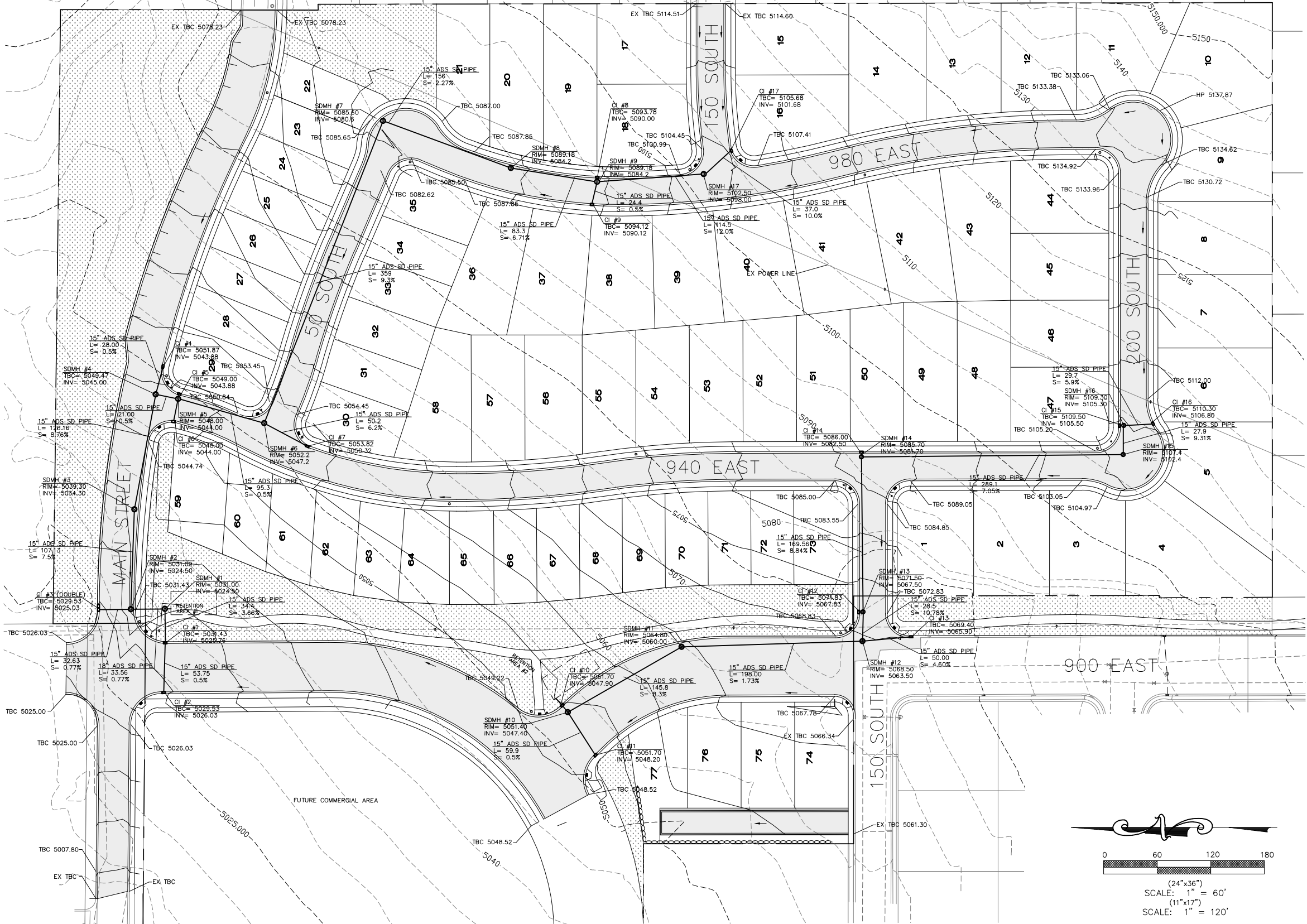
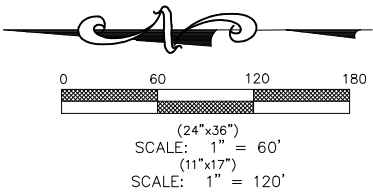
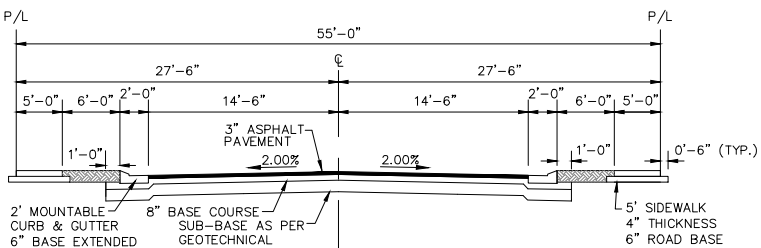
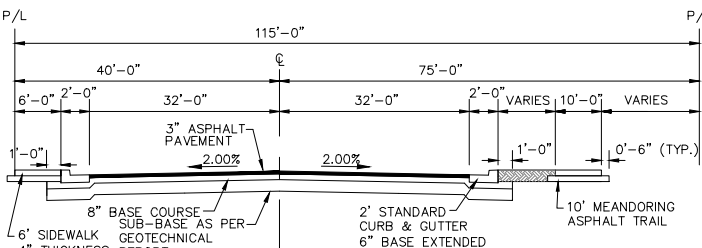
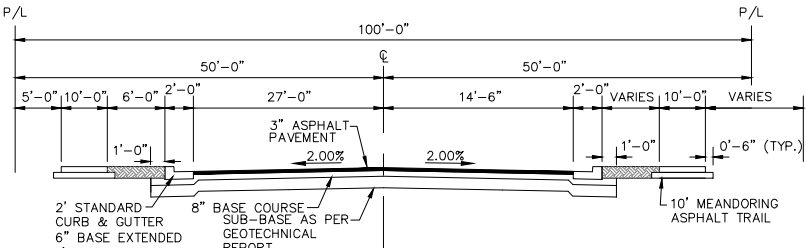
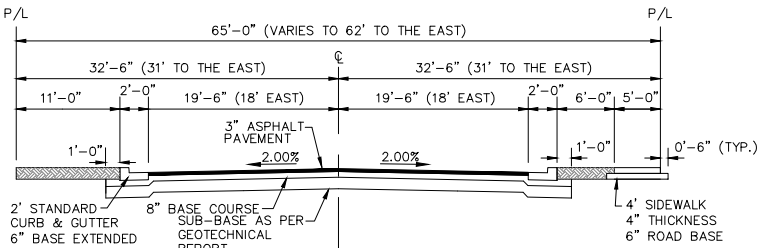
SANTAQUIN ESTATES
A RESIDENTIAL SUBDIVISION

UTILITY PLAN

JOB
FS H6
Item # 21.

GENERAL NOTES

1. ALL CONSTRUCTION TO BE DONE ACCORDING TO SANTAQUIN CITY STANDARDS AND SPECIFICATIONS.
2. CONTRACTOR TO MEET ALL ADA REQUIREMENTS FOR THE SITE.
3. DRAINAGE FOR EACH LOT IS TO BE DIRECTED TO THE STREET. IF LOT GRADING DOES NOT ALLOW THE DRAINAGE TO FLOW TO THE STREET THEN THE PROPERTY OWNER IS RESPONSIBLE TO RETAIN RUNOFF ON OWN LOT.
4. RETENTION AREAS 1 AND 2 TO INCLUDE MC-4500 STORMTECH CHAMBERS OR EQUIVALENT OPEN VOLUME BASED ON PERCOLATION RATES AT THOSE LOCATIONS.



REVISIONS				
NO.	DATE	DESCRIPTION	BY	DESIGNED BY:
1	2/22/21	RED LINES	TT	TGT
2				CHECK BY: TGT
3				DATE: 11/15/21
4				CDGD FILE:

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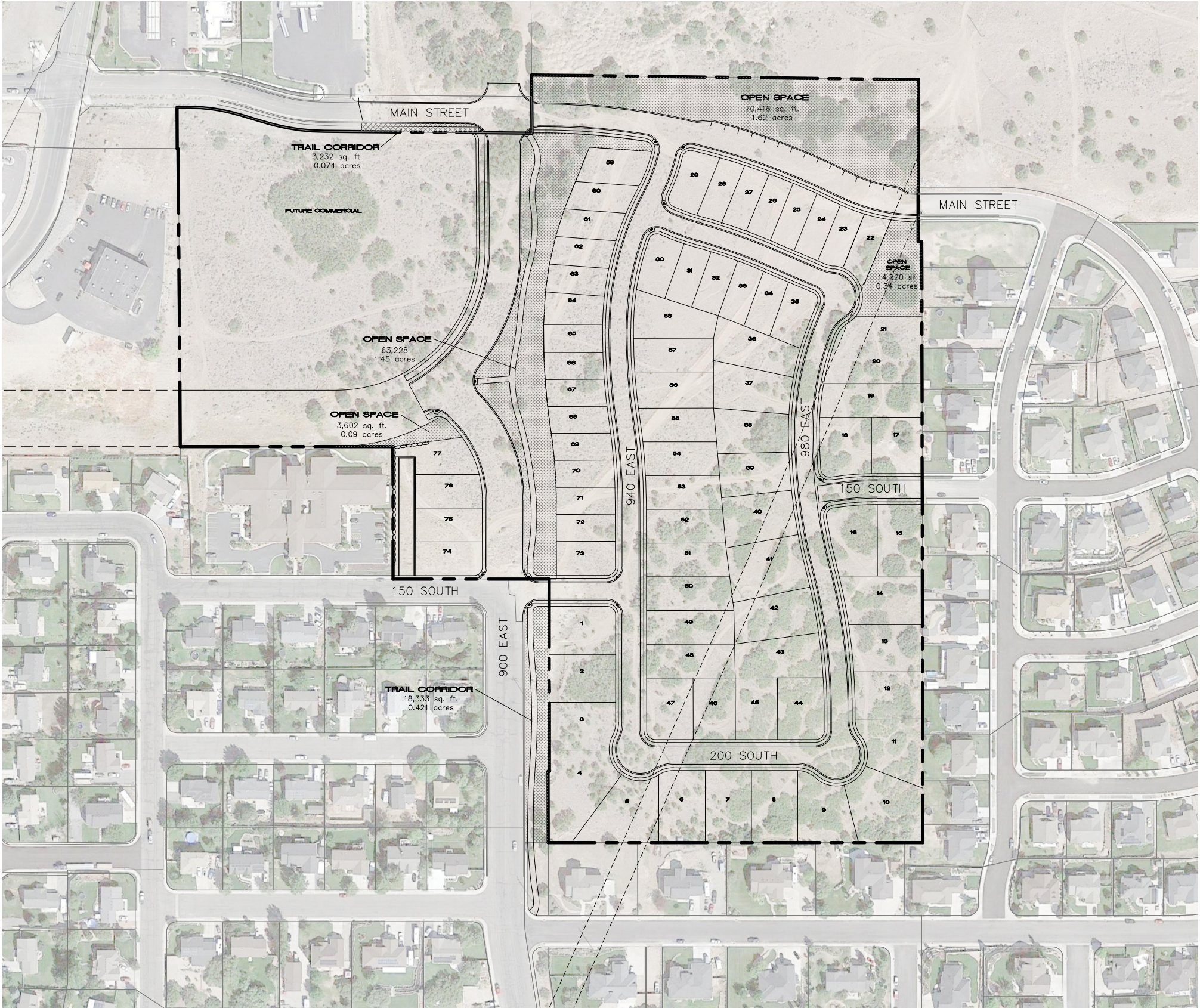
TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

SANTAQUIN, UTAH

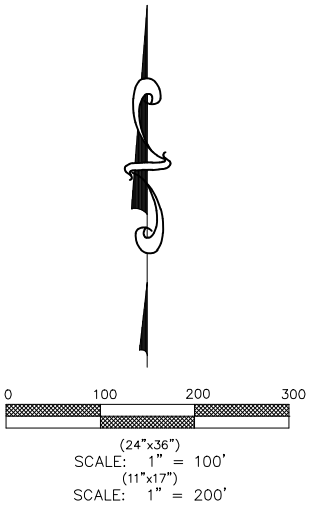
SANTAQUIN ESTATES
A RESIDENTIAL SUBDIVISION

GRADING/DRAINAGE

JOB
FS. HARMONY
Item # 21.



OPEN SPACE:	
TOTAL PUD AREA=	23.28
15% AREA REQUIRED=	3.49 ACRES
OPEN SPACE AREA=	3.50 ACRES
TRAIL CORRIDOR AREA=	0.5 ACRES



REVISIONS			
NO.	DATE	DESCRIPTION	BY
1			
2			
3			
4			

DESIGNED BY:	TGT
DRAWN BY:	TT
CHECK BY:	TGT
DATE:	11/15/21
CDGD FILE:	

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CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN STREET LEHI, UTAH 84043 (801) 768-4544

SANTAQUIN, UTAH

SANTAQUIN ESTATES

OPEN SPACE/TRAIL PLAN

JOB
FS

Item # 21.

SANTAQUIN ESTATES PRELIMINARY PLAT

Dominion Energy approves this plat solely for the purpose of confirming that the plat contains public utility easements. Dominion Energy may require other easements in order to serve this development. this approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval of acknowledgement of any terms contained in the plat, including those set forth in the Owners Dedication and the Notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion Energy's right-of-way department at 1-800-366-8532

Approved this _____ day of _____ 20 _____

Dominion Energy
By: _____ Title: _____

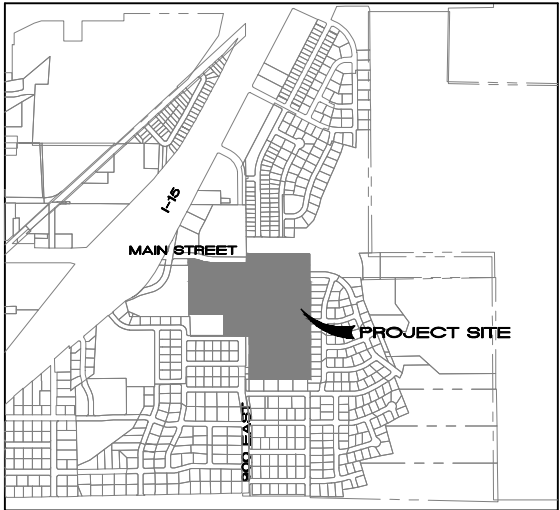
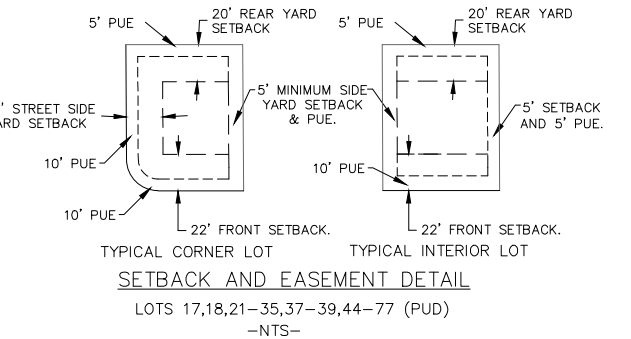
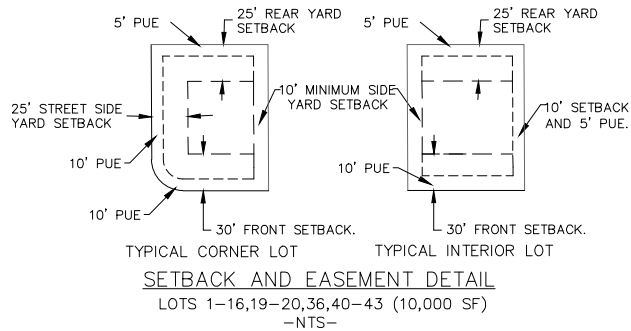
- ROCKY MOUNTAIN POWER APPROVAL
Pursuant to Utah Code Ann 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
- Pursuant to Utah Code Ann 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under.
 - (1). A recorded easement of right of way
(2). The law applicable to prescriptive rights
(3). Title 54, Chapter 8a, Damage to Underground Utility Facilities
(4). Any other provision of law

ROCKY MOUNTAIN POWER _____ DATE _____

CENTURYLINK APPROVAL _____ DATE _____

CENTURYLINK _____ DATE _____

LAND USE:	
PLAT "A" =	30.86 ACRES
ZONING=	C-1, R-10 (PUD)
TOTAL RES. LOTS=	77 LOTS
ACREAGE IN LOTS=	15.15 ACRES
ACREAGE IN ROW=	6.79 ACRES
ACREAGE OPEN SPACE=	3.5 ACRES
ACREAGE COMMERCIAL=	5.42 ACRES
DENSITY OVERALL =	2.43 LOTS/ACRE

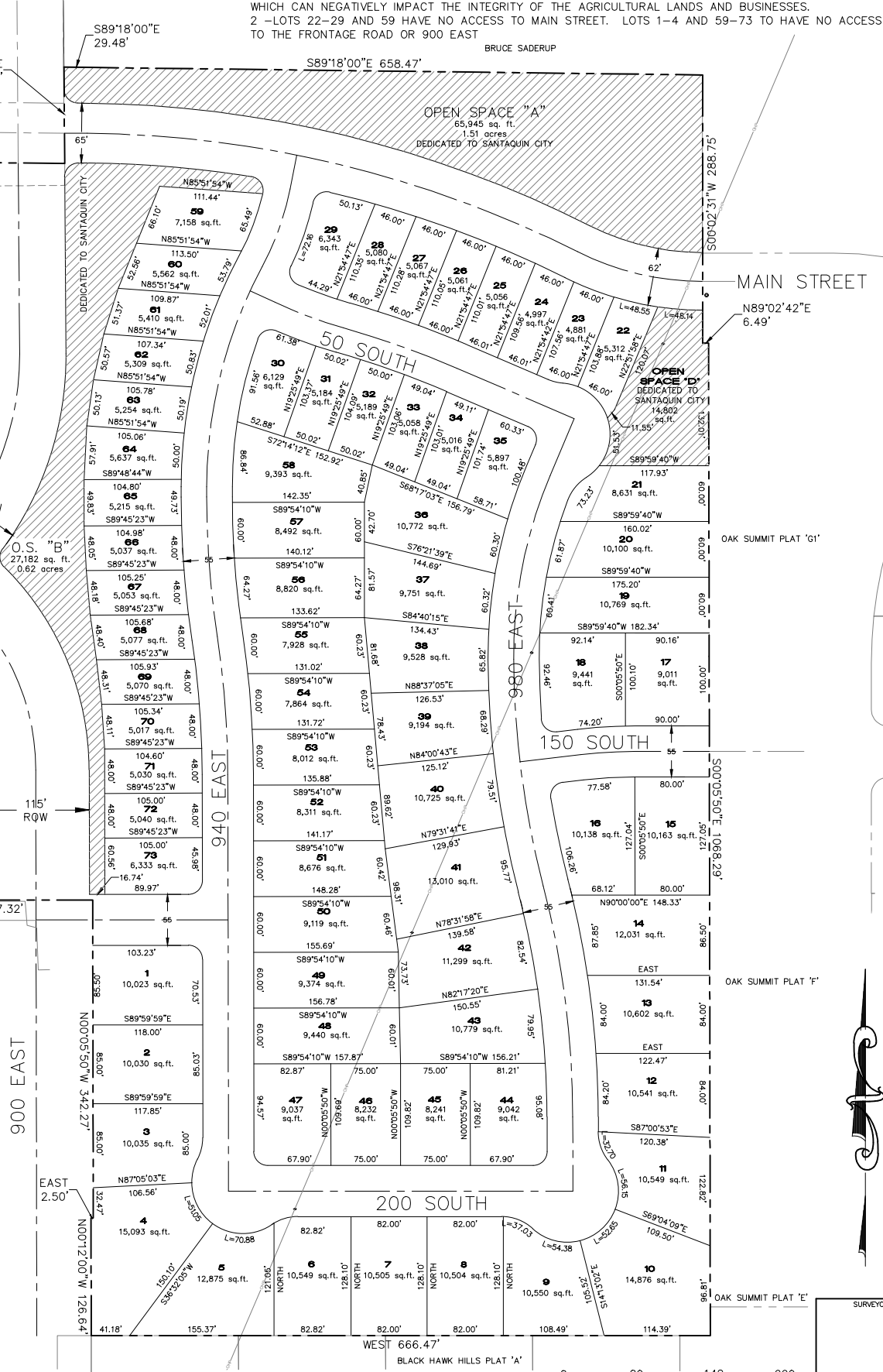


VICINITY MAP

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 10 SOUTH, RANGE 1 EAST,
AND THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 2 EAST,
SALT LAKE BASE AND MERIDIAN, SANTAQUIN, UTAH

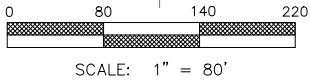
NOTE:

1- THIS PROPERTY IS LOCATED IN AN AGRICULTURAL COMMUNITY IN WHICH NORMAL AGRICULTURAL USES AND ACTIVITIES ARE COMMON AND PART OF THE IDENTITY OF SANTAQUIN CITY. IT CAN BE ANTICIPATED THAT SUCH AGRICULTURAL USES AND ACTIVITIES MAY NOW OR IN THE FUTURE BE CONDUCTED NEAR THIS PROPERTY. PROPERTY OWNERS NEED TO UNDERSTAND AND ACKNOWLEDGE THAT THEY MAY EXPERIENCE ANNOYANCE OR INCONVENIENCE WHICH MAY RESULT FROM SUCH NORMAL AGRICULTURAL USES AND ACTIVITIES. ADDITIONALLY, PROPERTY OWNERS MUST REFRAIN FROM TRESPASSING ON PRIVATE PROPERTY WHICH CAN NEGATIVELY IMPACT THE INTEGRITY OF THE AGRICULTURAL LANDS AND BUSINESSES.
2 -LOTS 22-29 AND 59 HAVE NO ACCESS TO MAIN STREET. LOTS 1-4 AND 59-73 TO HAVE NO ACCESS TO THE FRONTAGE ROAD OR 900 EAST



FLAGSHIP HOMES
170 SOUTH INTERSTATE PLAZA SUITE 250
LEHI, UT 84043

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN, LEHI, UTAH 84043 (801) 768-6564



SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 5152741, IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, A SURVEY WAS COMPLETED IN ACCORDANCE WITH SECTION 17-23-17. I FURTHER CERTIFY THAT I HAVE VERIFIED ALL MEASUREMENTS AND THAT MONUMENTS HAVE BEEN PLACED AS SHOWN ON THIS PLAT. I HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND IN MY PROFESSIONAL OPINION.

(SURVEYOR), P.L.S. _____

DATE _____

BOUNDARY DESCRIPTION

Beginning at the West Quarter Corner of Section 6, Township 10 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°18'00" East 658.47 feet to a rebar and cap #166405; thence South 00°02'31" West 288.75 feet; thence North 89°02'42" East 6.49 feet; thence South 00°05'50" East 1068.29 feet; thence West 666.47 feet; thence North 00°12'00" West 126.64 feet; thence East 2.50 feet; thence North 00°05'50" West 342.27 feet; thence South 89°59'56" West 277.32 feet; thence North 00°02'00" West 235.37 feet; thence West 378.10 feet; thence North 00°26'12" West 529.99 feet; thence North 89°15'34" West 1.46 feet; thence North 00°26'12" West 73.48 feet; thence South 89°43'34" East 23.43 feet; thence Southeastly 91.79 feet along the arc of a 315 foot radius curve to the right, through a central angel of 16°41'45" the chord of which bears South 81°22'43" East 91.47 feet; thence South 73°01'51" East 42.07 feet; thence Southeastly 110.72 feet along the arc of a 385 foot radius curve to the left, through a central angel of 16°28'39" the chord of which bears South 81°16'11" East 110.34 feet; thence South 89°30'30" East 368.24 feet; thence North 00°25'42" West 103.60 feet; thence South 89°18'00" East 29.48 feet to the point of beginning.

Parcel contains: 30.86 acres

Basis of Bearing: the line between the West Quarter Corner and the Southwest Corner of Section 6, Township 10 South, Range 2 East, Salt Lake Base and Meridian which bears South 00°05'50" East (NAD 27).

OWNER'S DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah code, without condition, restriction or reservation to Santaquin City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces, parks and all other places of public use and enjoyment to Santaquin City, Utah together with all improvements required by the Development Agreement between the undersigned and Santaquin City for the benefit of the City on the inhabitants thereof.

OWNER(S): _____ AUTHORIZED SIGNATURES _____
PRINTED _____

ACKNOWLEDGEMENT

On the _____ day of _____, 20 _____, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires _____ NOTARY PUBLIC SIGNATURE _____

COMMISSION NUMBER _____ PRINTED NAME OF NOTARY _____

ACCEPTANCE BY LEGISLATIVE BODY

The _____ of _____ County of Utah, Approves this subdivision on hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public this _____ day of _____, 20 _____.

APPROVED MAYOR OF SANTAQUIN CITY _____

CITY ENGINEER _____ ATTEST BY CITY CLERK-RECORDER _____
(See Seal Below) (See Seal Below)

PRELIMINARY PLAT

SANTAQUIN ESTATES

A RESIDENTIAL SUBDIVISION

SANTAQUIN _____ UTAH COUNTY, UTAH _____

SURVEYOR SEAL

NOTARY PUBLIC SEAL

CITY-COUNTY ENGINEER SEAL

CLERK-RECORDED SEAL

Item # 21.

BUILDABLE AREAS

MAIN STREET



PRELIMINARY PLAT SHEET 2			
SANTAQUIN ESTATES			
A RESIDENTIAL SUBDIVISION			
EAGLE MOUNTAIN UTAH COUNTY, UTAH			
SURVEYOR SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDED SEAL
Item # 21.			

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

MEMORANDUM



To: Mayor Hunsaker and City Council

From: Ryan Harris, Staff Planner

Date: December 10, 2021

RE: **Grey Cliffs Rezone & Development Agreement**

Zone: C-1, R-10 Size: 293.78 Acres

The Grey Cliffs Development is located east of State Road 198 and approximately 600 North. The proposed development is in the following zones: Interchange Commercial (C-1) zone, R-10PUD zone, Agriculture (AG) Zone and the Residential Agriculture (R-Ag) zone. The applicant is proposing to rezone to the following: 210.63 acres of R-10PUD to the R-10 zone, 22.16 acres of R-10PUD to the C-1 zone, 40.51 acres of R-Ag to the R-10 zone, 16.04 acres of the AG to the R-10 zone, 1.04 acres of C-1 to the R-10 zone and 3.43 acres of Ag to the C-1 zone.

The proposed development is in the Hillside Overlay Zone and this overlay zone has an open space requirement. 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." Exhibit C of the proposed development agreement shows the proposed open space plan, and the 10% open space requirement is being met.

The Planning Commission reviewed the rezone request on November 30, 2021 and forwarded a positive recommendation to the City Council as follows.

Motion: Commissioner Lance motioned to forward a positive recommendation to the City Council for the Grey Cliffs Rezone as proposed, contingent upon an improved development agreement. Commissioner Jorgensen seconded.

The motion passed unanimously 5 votes to 0.

The rezone and the development agreement are before the City Council for their consideration and approval.

ORDINANCE NO. 12-03-2021

AN ORDINANCE AMENDING THE ZONING MAP OF SANTAQUIN CITY, MORE SPECIFICALLY, APPROVING THE REZONING OF APPROXIMATELY 294 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 600 N. AND US-198. THE REZONING CHANGES APPROXIMATELY 211 ACRES FROM R-10 RESIDENTIAL PUD TO R-10 RESIDENTIAL, APPROXIMATELY 22 ACRES FROM R-10 RESIDENTIAL PUD TO INTERCHANGE COMMERCIAL (C-1), APPROXIMATELY 41 ACRES FROM RESIDENTIAL AGRICULTURE (R-AG) TO R-10 RESIDENTIAL, APPROXIMATELY 16 ACERS FROM AGRICULTURE (AG) TO R-10 RESIDENTIAL, APPROXIMATELY 1 ACRE FROM INTERCHANGE COMMERCIAL (C-1) TO R-10 RESIDENTIAL, AND APPROXIMATELY 3 ACRES FROM AGRICULTURE (AG) TO INTERCHANGE COMMERCIAL (C-1), PROVIDING SEVERABILITY AND AN EFFECTIVE DATE FOR THE ORDINANCE.

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

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

WHEREAS, the Santaquin City Planning Commission held a public hearing during their November 30, 2021 meeting, which hearing was preceded by the posting of public notice in at least three public places within the City limits of Santaquin City in accordance with Section 10-9a-205 of the Utah State Code; and

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

WHEREAS, a development agreement was executed on March 16, 2021; and

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

WHEREAS, the Santaquin City Council desires to amend the Official Zoning Map of Santaquin City, more specifically the rezoning of approximately 294 acres of property located at approximately 600 N. and US-198. The rezoning changes approximately 211 acres from R-10 Residential PUD to R-10 residential, approximately 22 acres from R-10 Residential PUD to Interchange Commercial (C-1), approximately 41 acres from Residential Agriculture (R-AG) to R-10 Residential, approximately 16 acers from Agriculture (AG) to R-10 Residential,

approximately 1 acre from Interchange Commercial (C-1) to R-10 Residential, and approximately 3 acres from Agriculture (AG) to Interchange Commercial (C-1).

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

Section I.

That the official zoning map of the City be amended such that approximately 294 acres of property located at approximately 600 N. and US-198 be rezoned. The rezoning changes approximately 211 acres from R-10 Residential PUD to R-10 residential, approximately 22 acres from R-10 Residential PUD to Interchange Commercial (C-1), approximately 41 acres from Residential Agriculture (R-AG) to R-10 Residential, approximately 16 acres from Agriculture (AG) to R-10 Residential, approximately 1 acre from Interchange Commercial (C-1) to R-10 Residential, and approximately 3 acres from Agriculture (AG) to Interchange Commercial (C-1) as shown on the attached map labeled as Exhibit A and by this reference made part hereof.

Section II. Severability

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

Section V. Posting and Effective Date

This ordinance shall become effective at 5:00 p.m. on Wednesday, December 15, 2021. Prior to that time, the City Recorder shall deposit a copy of this ordinance in the official records of the City and place a copy of this ordinance in three places within the City.

PASSED AND ADOPTED this 14th day of December 2021.

Kirk Hunsaker, Mayor

Councilmember Nick Miller	Voted ____
Councilmember Elizabeth Montoya	Voted ____
Councilmember Lynn Mecham	Voted ____
Councilmember David Hathaway	Voted ____

ATTEST:

K. Aaron Shirley, City Recorder

[illegible]

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, K. AARON SHIRLEY, City Recorder of Santaquin City, Utah, do hereby certify and declare that the above and foregoing is a true, full, and correct copy of an ordinance passed by the City Council of Santaquin City, Utah, on the 14th day of December 2021, entitled

“AN ORDINANCE AMENDING THE ZONING MAP OF SANTAQUIN CITY, MORE SPECIFICALLY, APPROVING THE REZONING OF APPROXIMATELY 294 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 600 N. AND US-198. THE REZONING CHANGES APPROXIMATELY 211 ACRES FROM R-10 RESIDENTIAL PUD TO R-10 RESIDENTIAL, APPROXIMATELY 22 ACRES FROM R-10 RESIDENTIAL PUD TO INTERCHANGE COMMERCIAL (C-1), APPROXIMATELY 41 ACRES FROM RESIDENTIAL AGRICULTURE (R-AG) TO R-10 RESIDENTIAL, APPROXIMATELY 16 ACERS FROM AGRICULTURE (AG) TO R-10 RESIDENTIAL, APPROXIMATELY 1 ACRE FROM INTERCHANGE COMMERCIAL (C-1) TO R-10 RESIDENTIAL, AND APPROXIMATELY 3 ACRES FROM AGRICULTURE (AG) TO INTERCHANGE COMMERCIAL (C-1), PROVIDING SEVERABILITY AND AN EFFECTIVE DATE FOR THE ORDINANCE.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Santaquin City Utah this 14th day of December 2021.

K. AARON SHIRLEY
Santaquin City Recorder

(SEAL)

AFFIDAVIT OF POSTING

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, K. AARON SHIRLEY, City Recorder of Santaquin City, Utah, do hereby certify and declare that I posted in three (3) public places the ordinance, which is attached hereto on the 14th day of December 2021.

The three places are as follows:

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

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

K. AARON SHIRLEY
Santaquin City Recorder

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

My Commission Expires:

Notary Public

Residing at: Utah County



RESOLUTION 12-07-2021
A RESOLUTION APPROVING THE AMENDED AND
RESTATED GREY CLIFFS DEVELOPMENT AGREEMENT

BE IT HEREBY RESOLVED:

SECTION 1: The attached documents represent the amended and restated development agreement between Santaquin City and South Valley Holdings LLC for purposes of the Grey Cliffs Development.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 14th day of December, 2021.

City of Santaquin,

Kirk F. Hunsaker, Mayor

Attest:

K. Aaron Shirley, City Recorder

***Recording Requested By and
When Recorded Return to:***

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

Parcel Numbers: 30-091-0014, 30-091-0029, 32-040-0041, 30-094-0023, 30-095-0017, 38-289-0001, 30-091-0003, 30-094-0021, & 30-095-0015

**AMENDED & RESTATED DEVELOPMENT AGREEMENT BETWEEN
SANTAQUIN CITY AND SOUTH VALLEY HOLDINGS LLC FOR PURPOSES
OF THE GREY CLIFFS DEVELOPMENT**

THIS AMENDED & RESTATED DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into on this 14th day of December, 2021 (the "**Effective Date**"), by and between the City of Santaquin, Utah, a municipality and political subdivision of the State of Utah ("**City**"), and South Valley Holdings, LLC, a Utah limited liability company. City and South Valley Holdings LLC may be hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

The Parties entered into the original Development Agreement effective as of March 16, 2021 (the "**Original Agreement**"). This Agreement amends and restates in its entirety, and replaces and supersedes the Original Agreement.

RECITALS

WHEREAS, Santaquin City has adopted a General Plan governing the development and use of real property pursuant to the provisions of Utah Code Ann., Title 10, Chapter 9a; and

WHEREAS, South Valley Holdings LLC owns approximately 340.56 acres of property located at approximately 648 N SR 198, in Santaquin, Utah, as more fully described in Exhibit "A" attached hereto (the "**Property**"); and

WHEREAS, The Parties entered into a Development Agreement effective as of March 16, 2021 from the passage of Resolution 03-09-2021.

WHEREAS, on December 14, 2021, the City zoned the Property as shown on the zoning map which was approved by Ordinance No. 12-03-2021.

WHEREAS, the Parties now desire to enter into this Agreement to establish certain parameters of development of the Property and other development objectives prior to development of the Property.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

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

- 1.1 **"Applicant"** means Owner, or upon its disposition of any of the Property, each person or entity who owns any portion of the Property that applies for the development of a Project.
- 1.2 **"Benefitted Applicant"** means a person or entity who applies for development of any real property that is expected to benefit from connection to infrastructure constructed on the Property, but is not part of the Property.
- 1.3 **"Buildout"** means the completion of the development of the Property.
- 1.4 **"Design Guidelines"** means Santaquin City Standard Specifications and Drawings in effect as of the Effective Date of this Agreement, together with any subsequent amendments thereto.
- 1.5 **"Developer"** means a person or entity who applies for development of all or any portion of the Property, including lot owners who apply for a building permit.
- 1.6 **"Effective Date"** shall have the meaning set forth in the introductory paragraph preceding the Recitals.
- 1.7 **"Owner(s)"** means South Valley Holdings LLC, and also includes all successors and assigns of the same, designated as the owner or owners of the Property, or any part thereof, as indicated on the records of the Utah County Recorder.
- 1.8 **"Project"** means any portion of the Property proposed for development by an Owner, Developer, or any successors or assigns thereof.
- 1.9 **"Property"** means the following parcels of real property, described by owner and parcel numbers as recorded in the office of the Utah County Recorder: South Valley Holdings LLC Parcel No's. 30-091-0014, 30-091-00 29, 32-040-0041, 30-094-0023, 30-095-0017, 38-289-0001, 30-091-0003, 30-094-0021, & 30-095-0015. The Property is more particularly described in Exhibit "A" hereto.

SECTION II. GENERAL RIGHTS AND RESPONSIBILITIES

2.1 General Rights and Responsibilities of Owners

2.1.1 **Conditions of Approval and Impact Fees.** With respect to the development of the Property, Owners accept and agree to comply with the impact, connection, and building fees of the City currently in effect, or as amended, so long as any such fee schedule will be applied uniformly within the City or service area of the City, as applicable. Owners acknowledge that the development of any Project within the Property will require infrastructure supported by impact fees and finds the fees currently imposed to be a

reasonable monetary expression of exactions that would otherwise be required at this time. Owners agree not to challenge, contest, or bring a judicial action seeking to avoid payment of or to seek reimbursement for such fees, so long as such fees are applied uniformly within the City or service area.

2.1.2 Statement Regarding "Compelling, Countervailing Public Interest." The Parties acknowledge that they are familiar with the "compelling, countervailing public interest" test that is generally an exception to the doctrine of vested rights in the State of Utah.

2.1.2.1 The City acknowledges that as of the date of this Agreement, to the best of its knowledge, information and belief, the City is unaware of any material facts under which a desire of the City to modify the Owner's rights under this Agreement would be justified by a "compelling, countervailing public interest."

2.1.2.2 If, however, it should be discovered that there did, in fact, exist, as of the date of this Agreement, material facts under which modification of the Owners' rights under this Agreement would be justified by a "compelling, countervailing public interest," Owners' acknowledge that they neither have nor had any vested rights as to any matter arising from or affected by any material facts of which the City was not or should not have been aware as of the date of this Agreement.

2.1.3 Construction Mitigation. Prior to any development of a Project, Developer shall provide the following measures, all to the reasonable satisfaction of the City's Engineer, to mitigate the impact of construction within the Project. Developer shall also adhere to the usual construction impact mitigation measures required by the City. Additional reasonable site-specific mitigation measures may be required. The following measures shall be included in each application for development of any Project:

2.1.3.1 Limits of disturbance, vegetation protection and the re-vegetation plan for all construction, including construction of public improvements;

2.1.3.2 Compliance with each Fugitive Dust Control Permit required by the Utah Division of Air Quality during all applicable time periods.

2.1.3.3 Protection of existing infrastructure improvements from abuse or damage while new infrastructure improvements are being constructed;

2.1.3.4 Construction traffic routing plan to minimize traffic impacts on Santaquin City and residential areas as approved by the City; and

2.1.3.5 No mass grading operations shall be permitted on the Property without prior approval of a conditional use permit from the City.

2.1.4 Vested Rights in Approved Zoning. An Owner or Developer may apply for development of a Project so long as the proposed development complies with all City land use ordinances, which are either in effect on the date that a complete application is submitted to the City, or as excepted herein. Land use regulations which are applicable to the Project may be modified when required by federal and/or state laws and regulations promulgated to avoid any imminent and substantial risk or threat of injury to the public

health and safety. All development within the Project shall be subject to and comply with any future amendments or changes to the International Building Code, American Association of State Highway Transportation Officials (AASHTO) standards, federal water quality regulations, as the City makes changes or amendments based on any such standards, codes and/or regulations that may now or then be applicable to the Project or any phase thereof.

2.1.5 Residential Design Standards.

2.1.5.1 Detached single-family homes shall comply with the following material standards:

Elevation			
Facing Public Street	Facing Private Access	Side	Rear
30% masonry ¹ coverage of ground floor Vinyl products may only be used in gable pediment areas and must be decorative in nature (e.g. shake, board and baton, etc.)	30% masonry ¹ coverage of ground floor, except where the only building entrance from the private access is a garage entrance then a minimum 3' wainscot is sufficient Vinyl products may only be used in gable pediment areas	Minimum 3' wrap of masonry ¹ from rear or front Vinyl products are permitted to the extent that ground floor and pediment areas are materially distinct (e.g., material type and style) from upper stories. Separation bands between material types must be provided	No minimum masonry ¹ coverage Vinyl products are permitted to the extent that ground floor and pediment areas are materially distinct (e.g., material type and style) from upper stories. Separation bands between material types must be provided
Note: ¹ Masonry coverage includes brick, stone, concrete siding products, etc. EIFS products are not considered masonry material for purposes of this section but may be used for trim and highlight purposes. For calculation purposes, coverage area does not include window and door surface areas.			

2.1.6 **Affirmation of Ownership.** South Valley Holdings LLC hereby affirms that the ownership of the Property as set forth on section 1.7 is accurate and truthful as of the date of execution of this Agreement.

2.2 General Rights and Responsibilities of the City

2.2.1 **Reserved Legislative Powers.** This Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development. The City acknowledges, however, that any exercise of its legislative or police powers which alters or modifies this Agreement to Owners' detriment may render the City

liable to such remedies as may be available to Owners under such circumstances.

2.2.2 Compliance with City Requirements and Standards. Owners expressly acknowledge that nothing in this Agreement shall be deemed to relieve Owners' obligations to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and site plans for any Project in effect at the time of development approval, including the payment of unpaid fees, the approval of subdivision plats and site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City. Owners specifically acknowledge that the City may enact ordinance(s) regulating land use and development in a flood plain or potential geologic hazard to protect life or prevent the substantial loss of or damage to real property and agree to be bound by any such ordinances whether adopted prior to or subsequent to the execution of this Agreement.

2.2.3 Reimbursement Agreements. At the request of an Applicant, the City may enter into reimbursement agreement(s), with any applicant for development of property which receives a direct benefit from easements, rights-of-way, roads, water (culinary and secondary) or sewer improvements installed by Developer. Any such agreement shall provide that the applicants shall be assessed a pro-rata charge for the direct benefitting from any or all of the improvements described above. The City shall, in its sole discretion, determine the costs to be reimbursable to the Developer(s), the method of assessment, and the identity of the benefited property for purposes of reimbursement. Nothing in this agreement shall be interpreted to require the City to enter into any reimbursement agreement or seek reimbursement on behalf of any Owner or Applicant. Parks and recreation reimbursements are defined in section 3.6 (Open Space Improvements) below.

2.2.4 Power of Eminent Domain. The City agrees that in the event that an Applicant needs to obtain easements or rights of way for the purpose of constructing infrastructure improvements for a Project and is otherwise unable to negotiate a reasonably acceptable contract for such easements or rights of way, the City, upon the request of Applicant, may consider, but is not required to, exercise its power of eminent domain to obtain such easements or rights of way, any and all costs of which shall be borne by the Applicant so requesting.

2.3 Recording. The City shall cause this Agreement, together with all exhibits and attachments, to be recorded with the Utah County Recorder.

SECTION III. SPECIFIC RIGHTS AND RESPONSIBILITIES

3.1 Consideration of Adjacent Developments. Notwithstanding any contrary provisions, the Parties acknowledge that properties in the surrounding area may be planned for development. Owners agree to collaborate and cooperate to assure adequate sizing and locating of public utilities and road systems, as generally contemplated in the City's various master plans. Developers are not required to enter into agreements with other property owners unless offers and terms presented by the other owners are reasonable and economically viable, as determined by the Developers. Owners agree that each Project shall be designed and constructed in such a manner that will accommodate the extension and connectivity to roadways, utilities, and related infrastructure needed for the development of adjacent properties through the Property where needed. Additional costs to the Developer to provide for such capacities for all road systems and utilities shall not be the responsibility of the City. If the City determines that additional upsizing of infrastructure through the Property is needed, beyond that required to accommodate the development of adjacent

properties, the City will reimburse the Developer for costs as may be provided in sections 3.2 through 3.5 hereafter.

3.2 **Water.**

3.2.1 **Obligations of the Owners and Developers.**

3.2.1.1 **Water System.** The Owner shall, at their sole cost and expense, design, build, and dedicate to the City all water distribution facilities of sufficient capacity to handle the total estimated requirement of its Project at Buildout and to accommodate the development of all of the Property. Such facilities shall be built according to City specifications and standards. Additionally, all facilities located within the fault zone, as identified within the Geological Hazards Investigation and the Geotechnical Study, shall be adequately and appropriately protected to ensure complete operational capacities of the facilities during and after an emergency event (i.e. earthquake, etc.). All facilities necessary to provide a water system installed by Developer within the Project, upon acceptance by the City, shall be owned, operated, and maintained by the City. The obligations of Developers or their successors or assigns shall include the construction of water distribution lines outside the Project and outside the Property as necessary to connect to and/or loop the existing Santaquin City water system. Developer shall be similarly responsible for such infrastructure at such time as any portion of the Property is developed.

3.2.1.2 **Satisfaction of Water Rights Requirement.** Owners hereby assert that they are familiar with Santaquin City Code 8.04.100 and hereby agree that prior to either approval of a final plat for, or issuance of a building permit on, any parcel of property that is included in the Project, the owner of the subject parcel shall either dedicate water rights to the City or, with the City's written consent, pay a cash equivalent in value to the cost of the required water rights, as specified by, or as determined in accordance with, the provisions of the City Code. The City, in its sole discretion, shall determine whether the requirements of this section shall be satisfied by the dedication of water rights or the payment of money in lieu of said water rights. The City shall not be required to approve any plat, or issue any building permit, until such requirements are fully satisfied.

3.2.2 **City Obligations.** Upon the dedication and acceptance by the City of the water delivery system, satisfaction of the water rights requirements (as outlined in section 3.2.1.2), and payment of impact fees, the City shall provide all use areas served by such infrastructure within the Project, water service at a level generally provided to other areas of the City.

3.2.3 **High Elevation Area Water Service.** South Valley Holdings LLC acknowledges that existing City water facilities are not adequate to provide sufficient service to the building lots within zone 11NE (high elevation area) as identified in the Santaquin City Water Master Plans. Accordingly, as a condition and prior to City granting final approval for any subdivision plat that contains building lots within those relevant high elevation areas, Owner agrees to design and construct a water booster pump station. That booster pump shall be of sufficient size and capacity to provide water service that meets City's specifications for water pressure and flow to service all of the high elevation area planned for the Property at Buildout. Prior to the construction of the booster pump station Developer shall obtain the City's written approval of all design, drawings, plans and specifications.

3.3 Sanitary Sewer Service and Facilities.

3.3.1 Owners' Obligations. In recognition and consideration of the City's willingness to provide the sanitary sewer service necessary to meet the demands of the Project at Buildout, Owners voluntarily agree as follows:

3.3.1.1 Easements and Installation. Owners shall grant to the City, at no cost to the City, all easements necessary for the operation, maintenance, and replacement of all wastewater collection lines and related facilities ("**Wastewater Facilities**"), located within the Property and as may be needed off site for Buildout of the Property as the City determines to be reasonably necessary and in accordance with City Design Guidelines as well as in accordance with Utah State Rules governing sanitary sewer design requirements.

3.3.1.2 Construction of Sewer Infrastructure. Each Applicant for the development of a Project shall install or upsize, at its sole expense, all Wastewater Facilities which the City deems necessary to provide such disposal and treatment service from the Project to the Santaquin sewer system, including both on-site and off-site improvements. Developer shall construct all such facilities with capacity for development of all the Property, at its sole cost and expense.

3.3.1.3 Payment of Sewer Impact Fees. All preliminary and final subdivision plats and all site plan approvals presented after the effective date of this Agreement are subject to the payment of sewer impact fees and sewer connection fees then in effect and generally applicable to other development within the City, payable at the time of building permit issuance.

3.3.2 City Obligations. Upon construction to City specifications and standards of all required sewer-related infrastructure improvements, the payment of all required impact fees and other fees described herein, and dedication and acceptance of all lines and necessary sewer-related improvements and easements, the City shall provide to the Project, sanitary sewer service at a level generally provided to other areas of the City.

3.3.3 Sewer Lift Station. Owner acknowledges that, as a condition to City granting final approval for any subdivision plat that contains building lots that will not gravity flow to a sewer outflow line, Owner agrees to design and construct a sewer lift station. That sewer lift station shall be of sufficient size and capacity to provide sanitary sewer service that meets the approval of the City's anticipated wastewater flow as determined by the City's contracted modeling firm. Prior to the construction of the lift station Developer shall obtain the City's written approval of all design, drawings, plans and specifications.

All facilities necessary to provide a complete and fully operational sewer system installed by the Developer within the Project, upon acceptance by the City, shall be owned, operated, and maintained by the City. The obligations of Developers, Owners, or their successors or assigns shall include the design and construction costs of sewer lines outside the Project and outside the Property as necessary to connect to the existing Santaquin City sewer system and to provide sufficient capacities therein to serve the Development. Developer shall be similarly responsible for such infrastructure at such time as any portion of the Property is developed.

3.4 Transportation and Traffic Mitigation.

3.4.1 Developer's Obligations. Each Applicant for the development of a Project shall provide the following transportation and traffic mitigation measures which are intended to reduce potential traffic impacts resulting from the development anticipated by the Project.

3.4.1.1 Plans and Permits. Prior to any development of a Project, the Developer shall obtain all necessary approvals and permits from the City, and from the Utah Department of Transportation (hereinafter "**UDOT**") if applicable.

3.4.1.2 Roads Within a Project. In the event that the City shall approve a final plat for development of a Project, the Applicant shall construct all roads within the Project that are designated on said final plat, including internal circulation routes. All such construction shall be completed in accordance with the requirements of all such approvals and permits and the Design Guidelines. All such roads shall be constructed with capacity for development of all the Property at Developer's sole cost and expense. Prior to the construction of any of the improvements described herein, the Developer shall obtain the City's written approval of all plans, drawings, and specifications with respect to the alignment and construction of such road improvements. Upon completion of the construction of such improvements, the same shall be dedicated to the City. Applicant shall pay all costs of construction of such improvements.

3.4.1.3 Roads Outside the Project. The Developer shall, at its sole cost and expense, obtain all of the necessary easements and rights of way for the construction of all roadways and related improvements, which are outside its Project that, in the opinion of the City, are reasonably necessary to provide sufficient ingress to and egress from the Project and the remainder of the Property, and shall complete the construction of said roadways.

3.4.1.4 Sidewalk, Curb and Gutter. Each Developer of a Project shall construct, at its sole expense, internal curbing & pedestrian pathways in all portions of the Project as may be required by the City in connection with the approval of any final subdivision or development plat or building permit.

3.4.1.5 Landscaping. Upon the City's approval of any plat within a Project, the Developer shall comply with the landscape requirements set forth in Section 3.6 below.

3.4.2 City Obligations.

3.4.2.1 Dedication. The City shall accept the dedication of all streets in each Project, so long as such streets are constructed to the City specifications and standards, are dedicated free of all liens and encumbrances, and are covered by all required bonds and warranties.

3.4.2.2 Reimbursements.

3.4.2.2.1 Developer shall receive impact fee reimbursements for installation of landscaping and trail improvements along roads outside the Property, to the extent

said improvements are included in the City's Park Impact Fee Facility plans and associated analysis, Park impact fee reimbursements will not exceed the costs outlines for landscape and trail improvements installed and accepted by the City and City verified construction invoices and other necessary documentations. Reimbursement payments will be made on a quarterly basis and be equivalent to the parks impact fees received from development within the Project during the quarter. If park impact fees derived from the Project during the term of this agreement are insufficient to cover the City approved park and trail improvements under this part, the City shall assume no liability for reimbursement to the Developer for the facilities. Such landscaping and trail improvements reimbursement payments will be made over a maximum 3-year period from the date of right-of-way acquisition and dedication to the City.

3.4.2.2.2 Developer may be eligible for reimbursement of right-of-way acquisition costs associated with the roads outside a Project in accordance with the City's Transportation Impact Fee Facility Plan and associated analysis. Such road reimbursement payments will be made over a maximum 2-year period from the date of right-of-way acquisition and dedication to the City.

3.4.2.2.3 To the extent that offsite road improvements are more than what are necessary to serve the Project based on other developments and access routes being constructed on adjacent properties, the City may reimburse Developer the costs of grading and materials related to road construction. Any such reimbursements will be based on Developer completed and City accepted improvements as well as City verified construction invoices, weigh tickets, field measurements, or other necessary documentations. Reimbursement payments will be made on a quarterly basis equivalent to the transportation impact fees received from development within the Project during the quarter.

3.4.2.2.4 The City may elect to prepay, rather than reimburse, some or all of those costs outlined in sections 3.4.2.2.1 thru 3.4.2.2.3. The prepayment amount would be determined by coordination between the City Engineer and Developer after receiving appropriate bids and estimates for the work. If the City chooses to use this prepayment option, then Developer will not be entitled to reimbursement of funds as outlined above and waives any claim to reimbursement of funds beyond that amount determined by the City Engineer and Developer for the prepaid work.

3.5 Utilities.

3.5.1 **Applicant's Obligations.** Each Applicant for development of a Project shall be responsible at its sole cost and expense, for the provision of all utility infrastructure within the Project of sufficient capacity to accommodate the development of the remainder of the Property, including (but not necessarily limited to) the following:

3.5.1.1 As provided in section 3.2 hereof, culinary and secondary water systems including all appurtenances;

3.5.1.2 As provided in section 3.3 hereof, sewer and sanitary systems;

3.5.1.3 Runoff and storm drainage;

3.5.1.4 Natural gas;

3.5.1.5 Electricity;

3.5.1.6 Street lighting; and

3.5.1.7 Telecommunications.

3.5.2 **Easements, Rights-of-Way, Etc.** Owner shall grant, provide, and/or dedicate all such easements, rights of way, rights of entry, or other servitudes as may be necessary for the installation and maintenance of the infrastructure contemplated herein.

3.5.3 **City's Obligations.** The City agrees to allow, upon proper application and permit, work on property owned by the City as may be necessary to connect, link, construct, or accommodate utility improvements in a Project.

3.5.4 **Underground Utilities.** All utility lines, conduits, pipes, maintenance, or service stations, pump houses, and the like, that are installed or replaced in connection with the development of a Project, whether within or outside the Property, shall be installed underground, to the extent that such installation (i) is reasonably practicable, (ii) lies within the parameters of City specifications, (iii) complies with applicable federal, state, and local law, regulation, and ordinance, and (iv) accords with industry standards and practices. All utilities necessary for appropriate service to the Project, whether within or outside the Project, shall be installed or replaced at the sole cost of the Developer.

3.6 **Open Space Improvements.** The Parties acknowledge that the Property's designated zone (described in Section 4.1.1) requires that Owner set aside a stated percentage of the Property for open space, and that the open space be improved. Owner's compliance with the guidelines in this Section shall constitute its satisfaction of the open space improvement requirement.

3.6.1 **Open Space Design Plan.** South Valley Holdings LLC has prepared an open space design plan for the Project, which is attached hereto as Exhibit "C", outlining all improved and unimproved open space, and which is hereby adopted for the Project (the "**Open Space Plan**"). Owner agrees to construct all applicable open space improvements consistent with the Open Space Plan.

3.6.2 **Use of Impact Fee Funds for Open Space Improvements.** City shall assist in covering the costs of construction of applicable open space improvements within the Project by including such improvements in the City's master plan and capital facilities plan for park improvements. Upon doing so, City shall reimburse Owner for its construction of applicable open space improvements within the Project and contained within the updated Parks, Recreation, Trails, and Open Space (PRTOS) master plan utilizing park impact fee funds paid to the City from within the Project, with a cap on such reimbursement equal to the park impact fees paid from the total number of homes within the Project.

The City is currently in the process of modifying its PRTOS master plan capital facilities plan, PRTOS impact fee facility plan, and PRTOS impact fee analysis to incorporate the

cost of the proposed open space improvements in its assessment and adoption of PRTOS impact fees using a citywide basis of calculation. The City will diligently pursue the modification of said plans with a good faith effort, recognizing that said effort may take 12 months or more to complete. Subject to Section 3.6.4, beginning on the first day after the enactment of the modified PRTOS impact fee, the City agrees to reimburse Owner the PRTOS impact fees collected from all remaining building permits issued within the Project. PRTOS impact fee reimbursements will not exceed the costs outlined for the open space improvements installed by Owner and accepted by City, or City verified construction invoices and other necessary documentations. Reimbursement payments will be made on a quarterly basis and be equivalent to the PRTOS impact fees received from development within the Project during the quarter. If the PRTOS impact fees derived from the Project during the terms of this agreement are insufficient to cover the cost of the open space improvements, the City shall assume no liability for reimbursement to the Owner for the facilities. As public funds are anticipated to be used, all City procurement and bidding processes must be followed.

3.6.3 Timing of Open Space Improvements. With each subdivision phase approved by the City within the Project, Owner shall be required to construct applicable open space improvements corresponding to that phase determined by the following formula: (a) number of residential lots shown on the plat divided by the total planned lots in the Project at Buildout, and (b) multiplied by the verified costs of the applicable open space improvements in the corresponding phase as attached hereto in Exhibit “C”.

Owner shall, at its sole expense, construct all open space improvements approved by the City in each subdivision phase within the Project, within one year of the issuance of the first building permit issued in that subdivision phase. So long as Owner constructs all such improvements in full compliance with said subdivision approval, City shall reimburse Owner for a portion of the verified costs of construction of said improvements not to exceed one-half (50%) of the verified costs of said improvements, through park impact fees as set forth in section 3.6.2.

3.7 Owner Dedications and Contributions. South Valley Holdings LLC agrees to voluntarily dedicate to City, for its use as open space and recreational property, all mountainside portions of the Project that are not planned to be improved with building lots, roadway or utility improvements, private common areas, or other improvements (other than trail improvements) provided for in this Agreement, which property is more particularly described in Exhibit “C” hereto. All such dedications shall include a deed restriction running with the land that restricts such land from being used for anything other than open space, pedestrian/equestrian/bicycle trails, related mountainside recreation uses, or other governmental use as deemed appropriate by the City. City agrees to reasonably cooperate with Developer’s efforts to classify all such dedications as charitable contributions from South Valley Holdings LLC for potential U.S. income tax purposes, and to provide documentation to that effect.

3.7.1 Timing of Dedications and Contributions. South Valley Holdings LLC agrees to dedicate mountainside portions of the project to the City for its use as open space and recreational property, at the earlier of, 1) sale or transfer of the Property, 2) completion of the mass grading for the Project previously approved by the City, or 3) commencement of the fourth phase of the project. All other open spaces in the Project shall be dedicated at the time that improvements are completed in accordance with sections 3.6.2 and 3.6.3.

SECTION IV. ZONING

4.1 Santaquin Zoning Map.

4.1.1 **Zoning.** Upon execution of this agreement, the Property shall be zoned R-10 Residential and Interchange Commercial C-1 with a Hillside Overlay (City Code § 10-20-230) as shown in Exhibit "B". The Planned Unit Development designation approved for the Project by City on November 20, 2018, is hereby terminated. Except as otherwise provided in this Agreement, development of the Property will be predicated upon compliance with the requirements of the R-10 Residential and Commercial C-1 with Hillside Overlay zoning, including but not limited to, open space dedication requirements, density criteria, landscaping and architectural considerations, amenities, and all City Design Guidelines. All City Design Guidelines shall apply to development.

4.2 **Conservation Easement.** Portions of the Property (e.g. lots) that contain any conservation easement(s), restrictions shall include 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.

4.3 **Homeowners Association.** Within the approximately 80-acre property identified as assessor's parcels number 30-095-0017 and 30-095-0015, Owner shall be entitled to record a declaration of covenants, conditions and restrictions (the "CC&Rs"), and to create a homeowner's association to provide for common access and ownership of certain amenities. That portion of the Property shall include up to 10 residential lots, with each lot having required frontage and access to all required utilities, improvements and services. Garbage collection will be expected to be serviced at the frontage of a public street. To protect and preserve the natural vegetation and grade characteristics within that portion of the Property, Owner anticipates constructing a private access to act as a common driveway to those 10 homes with utilities-power, gas, water, sewer, metered along the frontage of a public street. Title to the private access will run concurrent with the individual ownership of the lots, with CC&Rs, and across the lane to the lots, long-term maintenance of the lane by the homeowner's association, and assessment rights by the association against the lot owners to fund maintenance costs of the private lane. Such private access shall comply with the requirements of the Hillside Overlay regarding design standards for and access by emergency equipment and vehicles. Additionally, Owner may submit to City plans for various amenities as laid out in the Open Space plan, Exhibit "C.5", to be enjoyed by owners of those 10 lots. Such plans may be submitted for approval by City both prior or subsequent to the effective date of this Agreement.

SECTION V. GENERAL PROVISIONS

5.1 **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. Except as otherwise provided herein, all successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Property to which the successor holds title, or which would apply to the design and construction of all infrastructure necessary for the development of said portion of the Property and specifically including sufficient capacity of such infrastructure to accommodate developments of the Property as provided in

this Agreement. . Such titleholder is not a third-party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Property.

- 5.2 **Transfer of Property.** South Valley Holdings LLC agrees to not transfer, sell, or otherwise convey any portion of the property until the time for a timely challenged referendum, and the time for Owner's rescission of this Agreement and all land use regulations enacted specifically in relation to this agreement have expired. Owners shall have the right to assign or transfer all or any portion of his/her rights and obligations under this Agreement to any party acquiring an interest or estate in the Property or any portion thereof. In the event of an assignment, the transferee shall succeed to all of Owner's rights under this Agreement. Owner shall provide written notice to the City of any completed assignment or transfer. All required dedication of land outlined herein to the City for all phases must happen before any transfer or sale of Property.
- 5.3 **No Agency, Joint Venture, or Partnership.** It is specifically understood and agreed to by and among the Parties that: (i) each Project is a private development; (ii) City and Owners hereby renounce the existence of any form of agency relationship, joint venture, or partnership between City and Owner(s); and (iii) nothing contained herein shall be construed as creating any such relationship between City and Owner(s).
- 5.4 **Consent.** In the event this Agreement provides for consent from the City or the Owners, such consent shall be deemed to be given thirty (30) days after consent is requested in writing in the event no response to the request is received within that period. All requests for consent shall be made in writing.
- 5.5 **Legal Challenges.** If sponsors of a referendum timely challenge this Agreement and/or any land use regulation enacted specifically in relation to this agreement in accordance to Utah law, and South Valley Holdings LLC does not rescind the same pursuant to Utah law, South Valley Holdings LLC shall indemnify the City for all costs and attorneys' fees incurred by the City arising from the referendum and associated proceedings. In the event that any third party challenges this Agreement, or the development contemplated herein, upon request by an Owner, or with notice to Owners and Owners' consent or acquiescence, the City may undertake to defend this Agreement or the development. In such a case, Owners agree to accept responsibility, jointly and severally, for all legal fees, including attorneys' fees, expenses, and/or court costs incurred by the City upon presentation to the Owners of an itemized list of costs, expenses, and fees.

SECTION VI. MISCELLANEOUS

- 6.1 **Incorporation of Recitals, Introductory Paragraphs, and Exhibits.** The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.
- 6.2 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.
- 6.3 **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
- 6.4 **Construction.** This Agreement has been reviewed and revised by legal counsel for Owner and the

City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

- 6.5 **Further Assurances, Documents, and Acts.** Each of the Parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents, and to take all further actions reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.
- 6.6 **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by Owner to any other party, individual or entity without Owner assigning both the rights as well as the assignee assuming the obligations under this Agreement.
- 6.7 **Governing Law, and Dispute Resolution, and Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

6.7.1 Mediation. Any and all disputes arising out of or related to this Agreement or the Parties' performance hereunder shall be submitted to non-binding mediation before a mutually acceptable mediator prior to initiation of litigation or any other binding or adjudicative dispute resolution process. The Parties shall: (i) mediate in good faith; (ii) exchange written position papers stating their position on the dispute(s) and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the dispute(s), and; (iii) engage and cooperate in such further discovery as the Parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the Parties. Venue of the mediation shall be the State of Utah. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed by a court of competent jurisdiction. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation. The prevailing Party in any action to enforce in whole or in part this mediation clause or any resolution agreement obtained through subsequent arbitration or mediation shall be entitled to reimbursement of attorneys' fees and costs incurred in said action.

6.7.2 Attorney's Fees. Except as otherwise provided herein, if any Party hereto is required to engage the services of counsel by reason of the default of another party, the substantially prevailing Party shall be entitled to receive its costs and reasonable attorney fees. Said costs and attorney fees shall include, without limitation, costs and attorney fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

- 6.8 **Notices.** Any notice or communication required here under between the Parties must be in writing and may be given either personally or by registered or certified mail, return receipt requested, or by facsimile. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. If given by facsimile to the address and number for such Party set forth below (provided, however, that the notice is

not effective unless a duplicate copy of the facsimile notice is promptly given by one of the other methods permitted under this paragraph), the notice is deemed to have been given one business day after being sent by the sender. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

Owner: South Valley Holdings, LLC
Attn: Stephen A. Larsen
935 West Center Street
Lindon, Utah 84042
Email: steve.sandlinc@gmail.com

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

With a copy to: Nielsen & Senior
Attention: Brett B. Rich
P.O. Box 970663
1145 South 800 East, Suite 110
Orem, Utah 84097
Email: bbr@ns-law.com

Notice is deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or confirmed electronic transmission, on the date of delivery to the overnight courierservice, 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.

6.9 **No Third Party Beneficiary.** This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other party shall have any right of action based upon any provision of this Agreement whether as third party beneficiary or otherwise.

6.10 **Counterparts and Exhibits.** This Agreement may be executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement and its exhibits constitute the entire understanding and agreement of the Parties to this Agreement and supersedes all prior discussions, agreements and understandings. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A	Description of the Property with Illustrative Map
Exhibit B	Zoning Approval Map
Exhibit C	Open Space and Budget

6.11 **Duration.** This Agreement shall continue in force and effect until the earlier of December 31, 2031, or such time as all obligations hereunder have been satisfied (the "**Term**"). If Owner has not been declared to be currently in default as of December 31, 2031 (and if any such default

has not been cured) then this Agreement shall be automatically extended until December 31, 2036,

- 6.12 **Insurance and Indemnification.** South Valley Holdings, LLC shall defend and hold the City and its officers, employees, and consultants harmless for any and all claims, liability and damages arising from the execution of this Agreement including but not limited to rezoning of the Property, construction on the Property, challenges to this Agreement, damages resulting from mass grading operations, or any other operations performed under this Agreement by (a) South Valley Holdings, LLC or by South Valley Holdings, LLC contractors, subcontractors, agents or employees, or (b) any one or more persons directly or indirectly employed by, or acting as agent for, South Valley Holdings, LLC or any of South Valley Holdings, LLC contractors or subcontractors. Nothing in this Agreement shall be construed to mean that South Valley Holdings, LLC shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been dedicated to and accepted by the City for maintenance.

6.12.1 **Hazardous, Toxic, and/or Contaminating Materials.** South Valley Holdings, LLC further agrees to defend and hold the City and its elected and/or appointed boards, officers, agents, employees, and consultants, harmless from any and all claims, liability, costs, fines, penalties, charges and/or claims of any kind whatsoever relating to the existence and removal of hazardous, toxic and/or contaminating materials on the Property, except where such claims, liability, costs, fines, penalties, charges and/or claims are due to the actions of the City.

6.12.2 **Bodily Injury and Property Damage Insurance.** South Valley Holdings, LLC agrees to and shall indemnify and hold the City and its elected and appointed boards, officers, agents, employees, and consultants harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person, or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person, directly or indirectly caused by any acts done on or with respect to the Property by South Valley Holdings, LLC or its agents, servants, employees, or contractors, except for willful misconduct or negligent acts or omissions of the City or its elected and appointed boards, officers, agents, employees, and consultants.

Prior to any construction on the Property, South Valley Holdings, LLC shall furnish or cause to be furnished to the City duplicate originals or appropriate certificates of insurance naming Santaquin City as an additional insured.

- 6.13 **Acknowledgment.** By its signature below, South Valley Holdings LLC acknowledges and represents that the execution of this Agreement has been duly authorized by South Valley Holdings LLC; that the Property is owned by South Valley Holdings LLC at the time of execution of this Agreement; and that the Property shall be subject to all of the terms and conditions of this Agreement upon execution by the City.

- 6.14 **Amendment.** Unless otherwise stated in this Agreement, the Parties may amend this Agreement by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having an interest only in any specific lot(s), unit(s) or other portion of the Property.

- 6.15 **Recordation of Development Agreement.** No later than ten (10) days after the Approval Date, the City shall cause to be recorded an executed copy of this Agreement in the official records of the County of Utah.
- 6.16 **Sub-developer Agreements.** The Parties hereto, or some of them, may enter into separate agreements with Sub-developers or others obtaining rights from Owner, provided however that nothing in any separate agreement may conflict with the entitlements and benefits obtained by Owner in this Agreement without the express written consent of Owner.
- 6.17 **Time of the Essence.** Time is of the essence to this Agreement, and every right or responsibility shall be performed within the times specified.

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

OWNER
South Valley Holdings, LLC
A Utah limited liability company

By: Stephen A. Larsen
Its: Member
Date: _____

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the ____ day of December, 2021 personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of South Valley Holdings, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

CITY
Santaquin City

By: Kirk F. Hunsaker
Its: Mayor
Date: _____

Attest:

K. Aaron Shirley, City Recorder

Exhibit A
Description of the Property with Illustrative Map

Exhibit B
Zoning Approval Map

Exhibit C
Open Space Plan

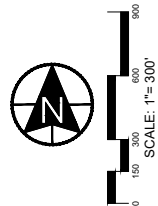
C: Open Space Plan

- C.1: Cliff Park Concept Plan
 - C.1.a: Cliff Park West Portion
 - C.1.b: Cliff Park East Portion
 - C.1.c: Cliff Park Budget
- C.2: Sunset Park Concept Plan
 - C.2.a: Sunset Park North Portion
 - C.2.b: Sunset Park Mid Portion
 - C.2.c: Sunset Park South Portion
 - C.2.d: Sunset Park Budget
- C.3: Sage Meadows Park Concept Plan
 - C.3.a: Sage Meadows Park North Portion
 - C.3.b: Sage Meadows Park South Portion
 - C.3.c: Sage Meadows Park Budget
- C.4: Juniper Ridge Park Concept Plan
 - C.4.a: Juniper Ridge Park Budget
- C.5: Cedar Lookout HOA Park Concept Plan
 - C.5.a: Cedar Lookout HOA Park Main Portion
 - C.5.b: Cedar Lookout HOA Park Budget
- C.6: East Side Park Improvement Concept Plan
 - C.6.a: East Side Park Improvement Budget
- C.7: Total Open Space Budget Summary Sheet

BOUNDARY DESCRIPTION

THENCE N23°42'22"W 35.69 FEET; THENCE S89°59'52"W 27.45 FEET; THENCE S85°17'35"W 94.19 FEET; THENCE S24°47'09"W 148.66 FEET; THENCE N67°12'35"W 40.53 FEET; THENCE ALONG THE ARC OF A 20.0 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 32.33 FEET CURVING A CENTRAL ANGLE OF 92°37'07" AND A LONG CHORD BEARS N18°54'01"W 28.92 FEET; THENCE ALONG THE ARC OF A 1318.03 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 560.47 FEET CURVING HAVING A CENTRAL ANGLE OF 23°55'45" AND A LONG CHORD BEARS N39°22'24"E 546.47 FEET; THENCE N51°30'22"E 48.19 FEET; THENCE N79°08'48"E 57.71 FEET; THENCE N49°55'00"E 431.31 FEET; THENCE SOUTH 38°68'58" FEET; THENCE N66°40'00"E 433.28 FEET; THENCE N34°04'44"W 14.96 FEET; THENCE N65°48'24"E 335.05 FEET; THENCE S24°11'02"E 13.34 FEET; THENCE N51°33'13"E 127.17 FEET; THENCE N68°27'29"E 82.97 FEET; THENCE N68°45'54"E 521.27 FEET; THENCE N00°50'27"W 14.92 FEET; THENCE N89°08'25"E 118.27 FEET; THENCE NORTH 67°59'58" FEET; THENCE WEST 67.90 FEET; THENCE NORTH 29°21 FEET; THENCE N67°58'52"E 384.90 FEET; THENCE N35°43'03"E 403.54 FEET; THENCE S27°52'04"E 311.79 FEET; THENCE S89°59'58"E 539.74 FEET; THENCE S00°10'03"E 181.50 FEET; THENCE EAST 129.01 FEET; THENCE S00°40'05"E 39.18 FEET; THENCE N68°31'08"E 72.44 FEET; THENCE SOUTH 209.38 FEET; THENCE EAST 280.50 FEET; THENCE NORTH 4211.73 FEET; THENCE N89°31'10"E 330.01 FEET; THENCE S00°41'06"E 2.53 FEET; THENCE N89°18'16"E 1344.96 FEET; THENCE S00°45'44"E 2602.48 FEET; THENCE S89°13'57"E 1446.66 FEET; THENCE S89°08'42"E 62.12 FEET; THENCE S00°57'58"W 885.70 FEET; THENCE N89°01'35"W 3000.00 FEET; THENCE N00°35'24"E 789.91 FEET; THENCE S89°08'35"W 854.71 FEET TO THE POINT OF BEGINNING.

CONTAINS: 340.56 AC

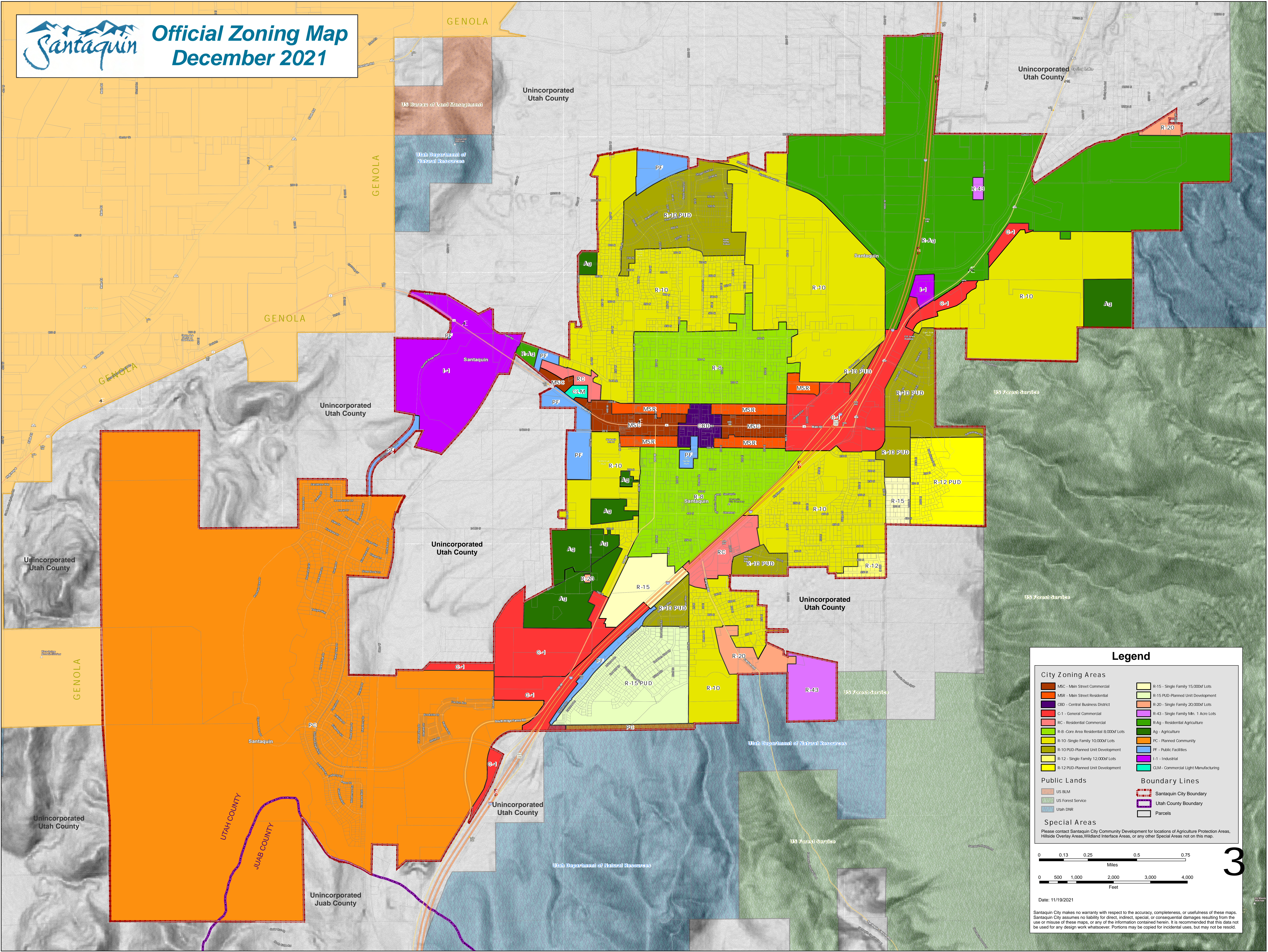


A map showing the location of the site. The site is a hatched area labeled "SITE". It is located near Main Street, Cherry Street, and Highway 16. A north arrow is also present.



Official Zoning Map

December 2021



Legend

City Zoning Areas

MSR - Main Street Residential	R-15 - Single Family 15,000sf Lots
MSR - Main Street Commercial	R-15 PUD-Planned Unit Development
CBD - Central Business District	R-20 - Single Family 20,000sf Lots
C-1 - General Commercial	R-43 - Single Family Min. 1 Acre Lots
RC - Residential Commercial	R-Ag - Residential Agriculture
R-8 - Core Area Residential 8,000sf Lots	Ag - Agriculture
R-10 - Single Family 10,000sf Lots	PC - Planned Community
R-10 PUD-Planned Unit Development	PF - Public Facilities
R-12 - Single Family 12,000sf Lots	I-1 - Industrial
R-12 PUD-Planned Unit Development	CLM - Commercial Light Manufacturing

Public Lands

US BLM
US Forest Service
Utah DNR

Boundary Lines

Santaquin City Boundary
Utah County Boundary
Parcels

Special Areas

Please contact Santaquin City Community Development for locations of Agriculture Protection Areas, Hillside Overlay Areas, Wildland Interface Areas, or any other Special Areas not on this map.

00.130.250.50.75

Miles

05001,0002,0003,0004,000

Feet

Date: 11/19/2021

Santaquin City makes no warranty with respect to the accuracy, completeness, or usefulness of these maps. Santaquin City assumes no liability for direct, indirect, special, or consequential damages resulting from the use or misuse of these maps, or any of the information contained herein. It is recommended that this data not be used for any design work whatsoever. Portions may be copied for incidental uses, but may not be resold.

3

Item # 24

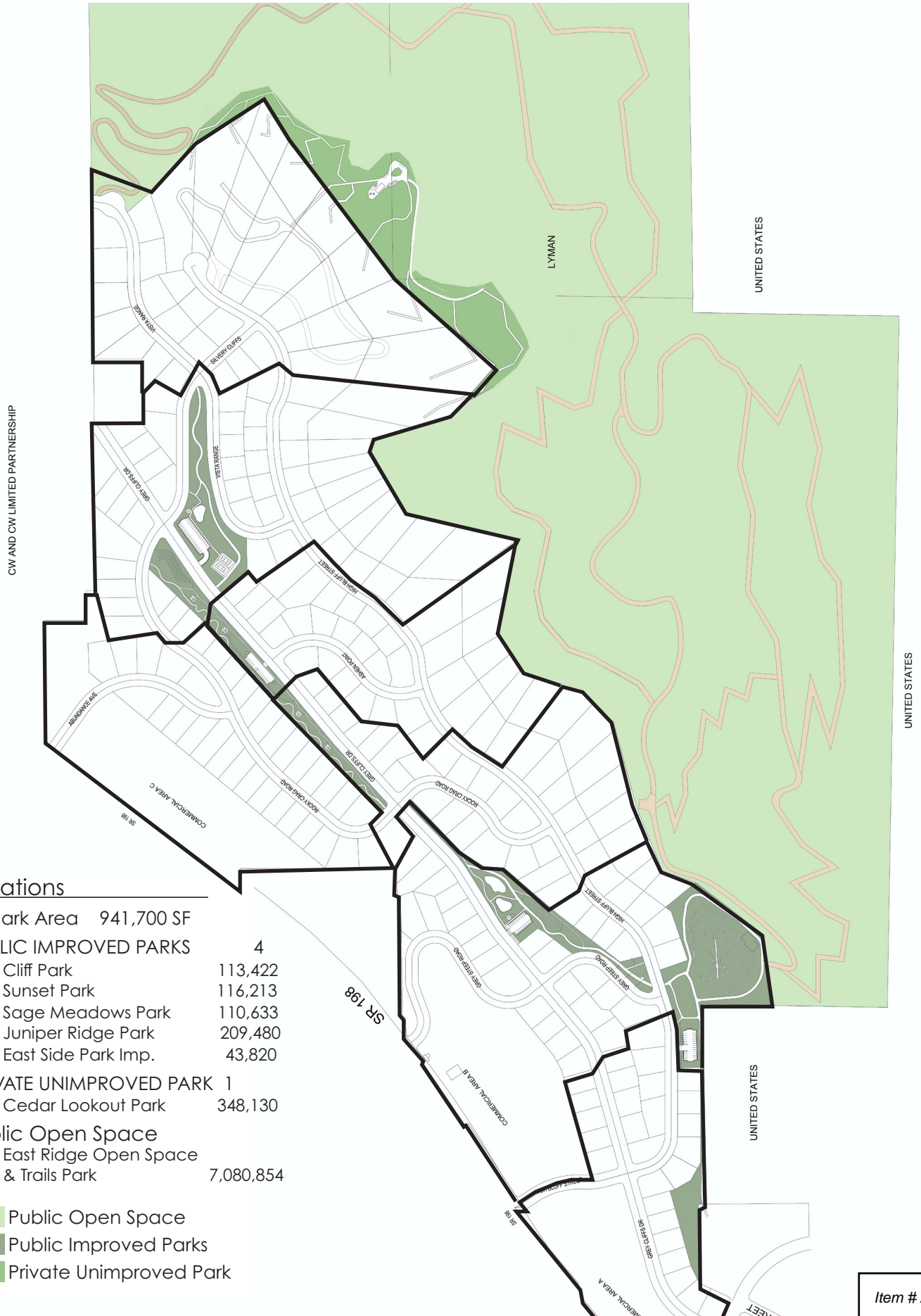


EXHIBIT "C.1"

Cliff Park Concept Plan



EXHIBIT "C.1.a"

Cliff Park Concept Plan Part a

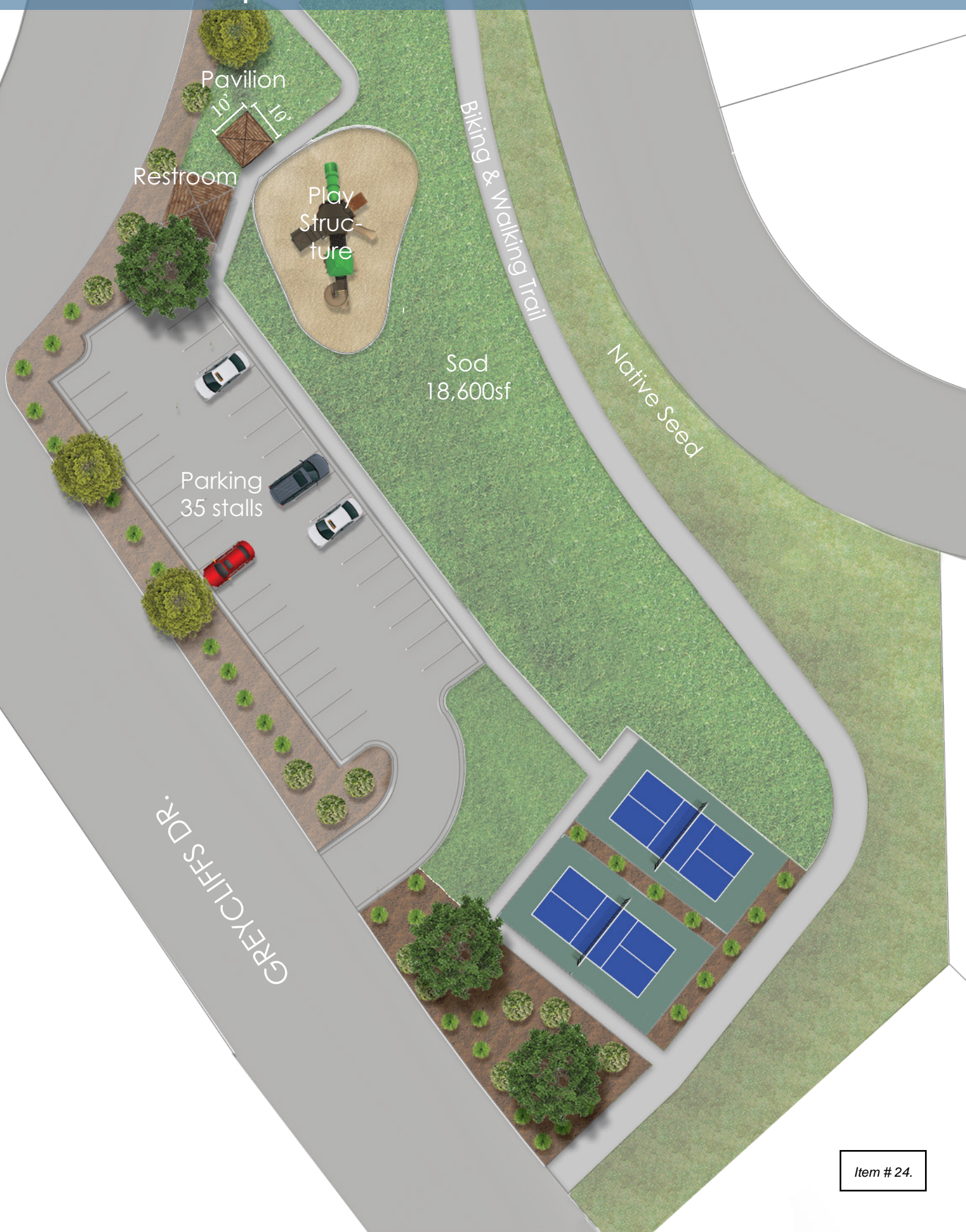


EXHIBIT "C.1.b"

Cliff Park Concept Plan Part b

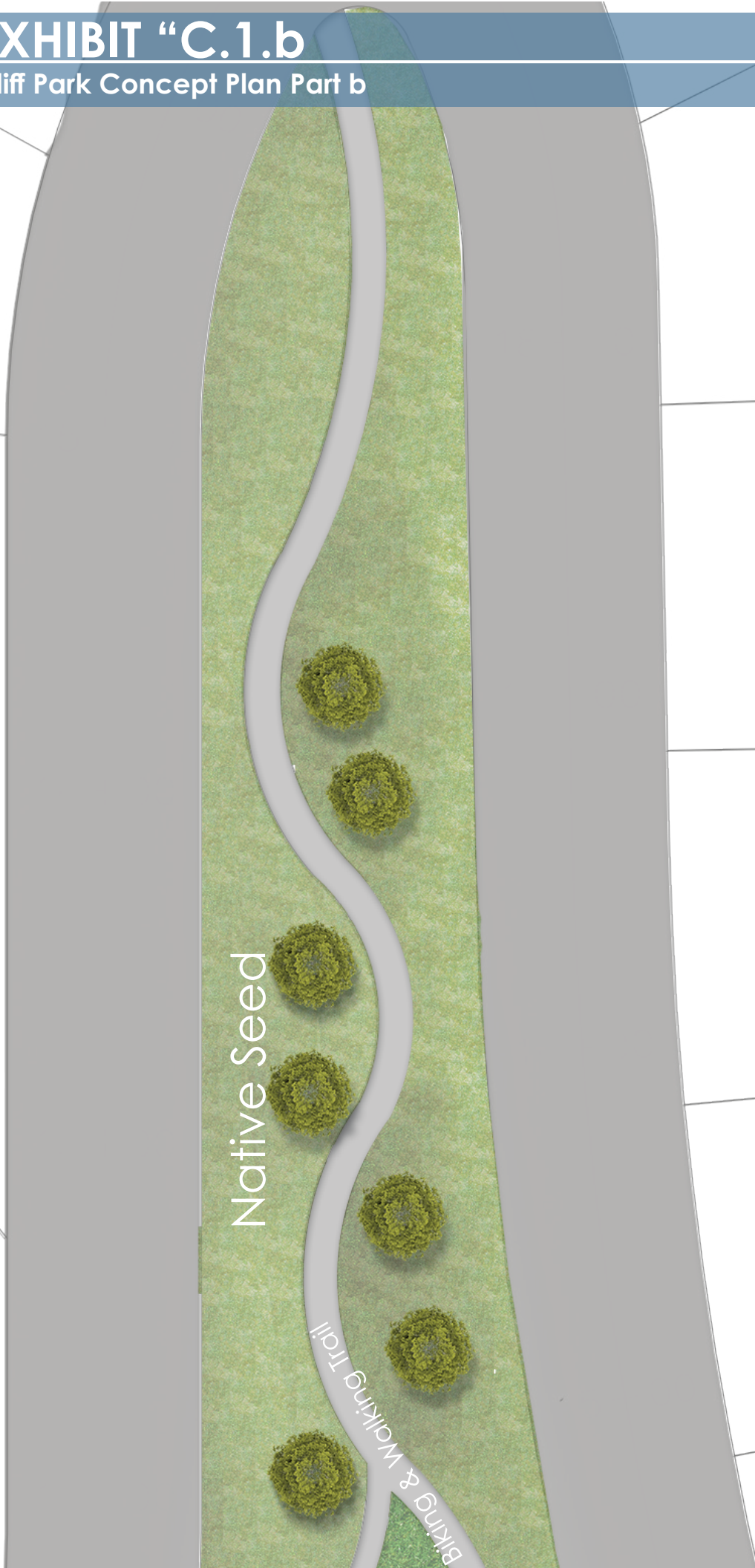


EXHIBIT "C.1.c"

Cliff Park Open Space Budget

PAY ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOR	UNIT PRICE	AMOUNT
1	Quality Control	LS	1	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
2	Mobilization & GC	LS	1	\$0.00	\$55,000.00	\$55,000.00	\$55,000.00
3	SWPPP	LS	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
4	Surveying & Layout	LS	1	\$0.00	\$10,000.00	\$10,000.00	\$10,000.00
5	Engineering & Design	LS	1	\$0.00	\$15,000.00	\$15,000.00	\$15,000.00
6	Fine Site Grading	SF	120000	\$0.00	\$0.20	\$0.20	\$24,000.00
7	4" Asphalt/8" Base in Parking Lot	SF	11500	\$0.00	\$3.25	\$3.25	\$37,375.00
8	Curb & Gutter w/ base	LF	595	\$0.00	\$26.00	\$26.00	\$15,470.00
9	6' Walk w/base	LF	545	\$0.00	\$35.00	\$35.00	\$19,075.00
10	10' Gravel path (4" Crusher Fines)	LF	975	\$4.00	\$8.00	\$12.00	\$11,700.00
11	Conduit for Electrical & Landscaping	LF	475	\$3.00	\$12.00	\$15.00	\$7,125.00
12	Connect to existing water meter	LS	2	\$225.00	\$300.00	\$525.00	\$1,050.00
13	2" POC w/BFP & Filter	LS	1	\$4,000.00	\$4,500.00	\$8,500.00	\$8,500.00
14	1" Waterline stub to Restroom	LF	320	\$0.00	\$15.00	\$15.00	\$4,800.00
15	1" Stop & waste	Ea	1	\$150.00	\$50.00	\$200.00	\$200.00
16	4" Sewer stub to Restroom	LF	250	\$0.00	\$30.00	\$30.00	\$7,500.00
17	Sewer Cleanouts	EA	3	\$150.00	\$150.00	\$300.00	\$900.00
18	Playground Allowance	LS	1	\$70,000.00	\$30,000.00	\$100,000.00	\$100,000.00
19	Restroom facilities CTX SMALL (ESTIMATE)	LS	1	\$2,500.00	\$205,000.00	\$207,500.00	\$207,500.00
20	10'X10' Pavilion (ESTIMATE) STANDARD PREFAB METAL	LS	1	\$12,000.00	\$8,000.00	\$20,000.00	\$20,000.00
21	Pickleball court w/fencing & surfacing	EA	1	\$0.00	\$105,000.00	\$105,000.00	\$105,000.00
22	Electrical Connection Allowance	LS	1	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
23	Landscape rock 3" deep (onsite gravels)	Ton	400	\$15.00	\$10.00	\$25.00	\$10,000.00
24	Weed Barrier under landscape rock	SF	30000	\$0.10	\$0.05	\$0.15	\$4,500.00
25	Decorative On-site Boulders	EA	35	\$0.00	\$100.00	\$100.00	\$3,500.00
26	Place & Grade 4" Topsoil	CY	300	\$0.00	\$30.00	\$30.00	\$9,000.00
27	Sod	SF	18600	\$0.42	\$0.20	\$0.62	\$11,532.00
28	2" Cal. Deciduous trees	EA	9	\$300.00	\$200.00	\$500.00	\$4,500.00
29	6-8' Evergreen Trees	EA	7	\$300.00	\$200.00	\$500.00	\$3,500.00
30	5 Gal. Shrubs	EA	263	\$20.00	\$20.00	\$40.00	\$10,520.00
30	60 Day Maintence & Warranty	LS	1	\$0.00	\$6,500.00	\$6,500.00	\$6,500.00
31	Irrigation	SF	20000	\$0.50	\$0.50	\$1.00	\$20,000.00
32	Drip Irrigation	SF	25000	\$0.35	\$0.50	\$0.85	\$21,250.00
33	Irrigation Controller	Ea	1	\$2,500.00	\$1,500.00	\$4,000.00	\$4,000.00

SUB-TOTAL: \$753,747.00
5% CONTINGENCY \$37,687.35
TOTAL: **\$791,434.35**

Tabulations

Total Park Area 116,213 SF

IMPROVED FEATURES

SOD	11000 SF
Asphalt Parking	15 Stalls
10'x10' Pavilion	6
Amphitheater	1
Natural Trails	.25MI
6' Asphalt Trails	.25MI
Planter Bed	17000 SF

UNIMPROVED FEATURES

Natural Landscape 86,000 SF

	Sod
	Native Seed



EXHIBIT "C.2.a"

Sunset Park Concept Plan Part a



EXHIBIT "C.2.b"

Sunset Park Concept Plan Part b



EXHIBIT "C.2.c"

Sunset Park Concept Plan Part c

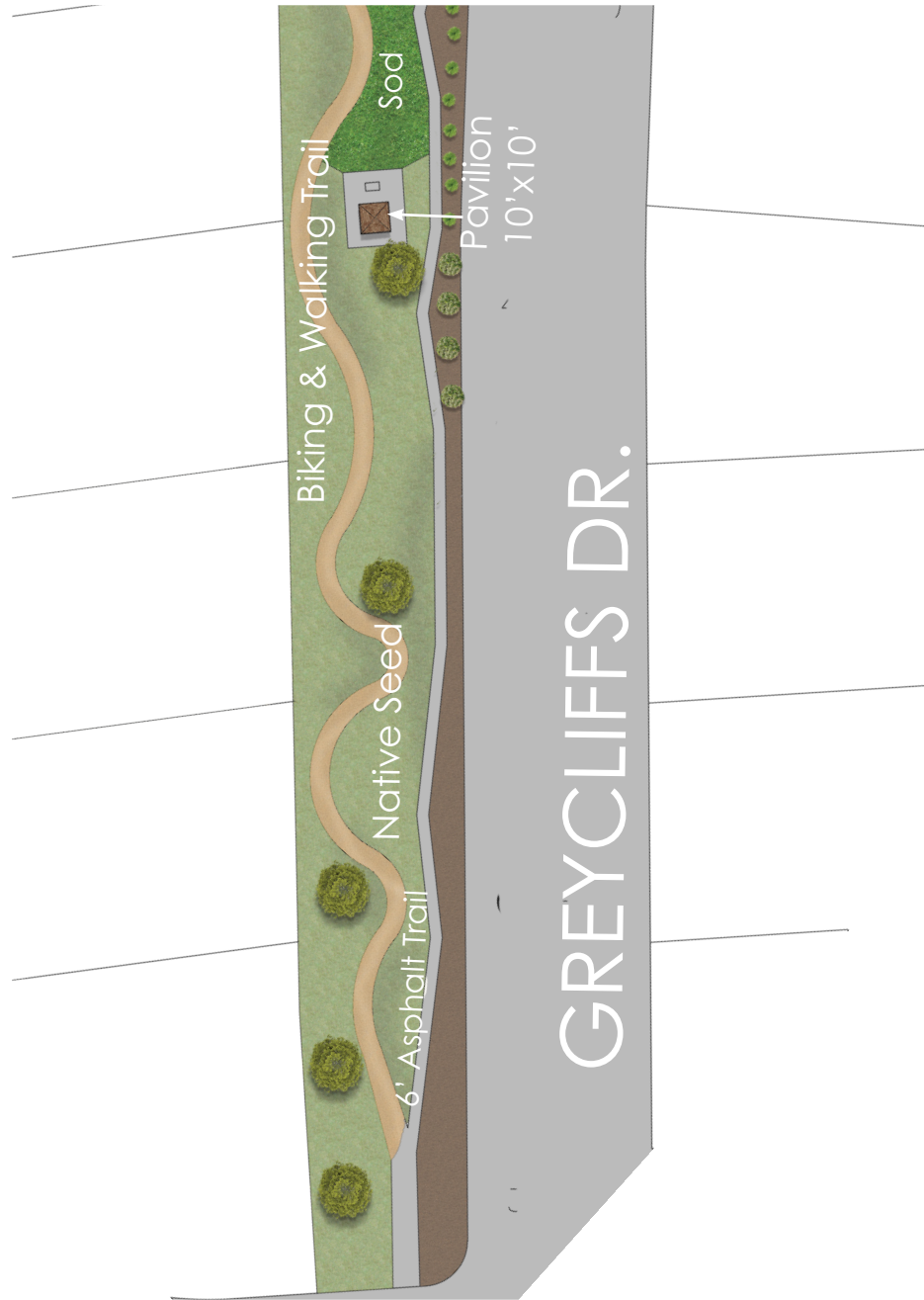




EXHIBIT "C.2.d"

Sunset Park Open Space Budget

PAY ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	LABOR	UNIT PRICE	AMOUNT
1	Quality Control	LS	1	\$0.00	\$3,500.00	\$3,500.00	\$3,500.00
2	Mobilization & GC	LS	1	\$0.00	\$35,000.00	\$35,000.00	\$35,000.00
3	SWPPP	LS	1	\$3,500.00	\$5,000.00	\$8,500.00	\$8,500.00
4	Surveying & Layout	LS	1	\$0.00	\$10,000.00	\$10,000.00	\$10,000.00
5	Engineering & Design	LS	1	\$0.00	\$10,000.00	\$10,000.00	\$10,000.00
6	Fine Site Grading	SF	117000	\$0.00	\$0.15	\$0.15	\$17,550.00
7	Ampitheater Grading	LS	1	\$0.00	\$21,000.00	\$21,000.00	\$21,000.00
8	4" Asphalt/8" Base in Parking Lot	SF	10700	\$0.00	\$3.25	\$3.25	\$34,775.00
9	Curb & Gutter	LF	610	\$0.00	\$23.00	\$23.00	\$14,030.00
10	6' Walk w/base	LF	1330	\$0.00	\$35.00	\$35.00	\$46,550.00
11	10' Gravel path (4" Crusher Fines)	LF	1600	\$4.00	\$8.00	\$12.00	\$19,200.00
12	Sleeving	LF	400	\$0.00	\$14.00	\$14.00	\$5,600.00
13	10'x10' Pavilion	EA	6	\$12,000.00	\$8,000.00	\$20,000.00	\$120,000.00
14	Concrete pads for Sunset points	SF	2000	\$2.00	\$7.00	\$9.00	\$18,000.00
15	Benches	LF	8	\$1,600.00	\$200.00	\$1,800.00	\$14,400.00
16	Electrical Connection Allowance	LS	1	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
17	Decorative On-site Boulders	EA	50	\$0.00	\$100.00	\$100.00	\$5,000.00
18	Landscape rock 3" deep	Ton	275	\$15.00	\$10.00	\$25.00	\$6,875.00
19	Weed Barrier under landscape rock	SF	17350	\$0.10	\$0.05	\$0.15	\$2,602.50
20	Place & Grade 4" Topsoil	CY	150	\$0.00	\$30.00	\$30.00	\$4,500.00
21	Sod	SF	107000	\$0.42	\$0.20	\$0.62	\$66,340.00
22	Decorative On-site Boulders	EA	50	\$0.00	\$100.00	\$100.00	\$5,000.00
23	2" Cal. Deciduous trees	EA	8	\$300.00	\$200.00	\$500.00	\$4,000.00
24	6-8' Evergreen Trees	EA	5	\$300.00	\$200.00	\$500.00	\$2,500.00
25	5 Gal. Shrubs	EA	150	\$20.00	\$20.00	\$40.00	\$6,000.00
26	60 Day Maintenance & Warranty	LS	1	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
27	Connection to existing controller	EA	1	\$350.00	\$500.00	\$850.00	\$850.00
28	Irrigation Sprinklers	SF	11000	\$1.50	\$0.00	\$1.50	\$16,500.00
29	Irrigation Drip	SF	17500	\$0.75	\$0.00	\$0.75	\$13,125.00

SUB-TOTAL: \$521,397.50
5% CONTINGENCY \$26,069.88
TOTAL: \$547,467.38

EXHIBIT "C.3"

Sage Meadows Park Concept Plan

Tabulations

Total Park Area 110,633 SF

IMPROVED FEATURES

SOD	13600 SF
Asphalt Parking	20 Stalls
10'x10' Pavilion	1
Restroom	1
Natural Trails	.30MI
Pump Track	930 LF
Planter Bed	30000 SF

UNIMPROVED FEATURES

Native Seed 70,000 SF

	Sod
	Native Seed



EXHIBIT "C.3.a

Sage Meadows Park Concept Plan Part a

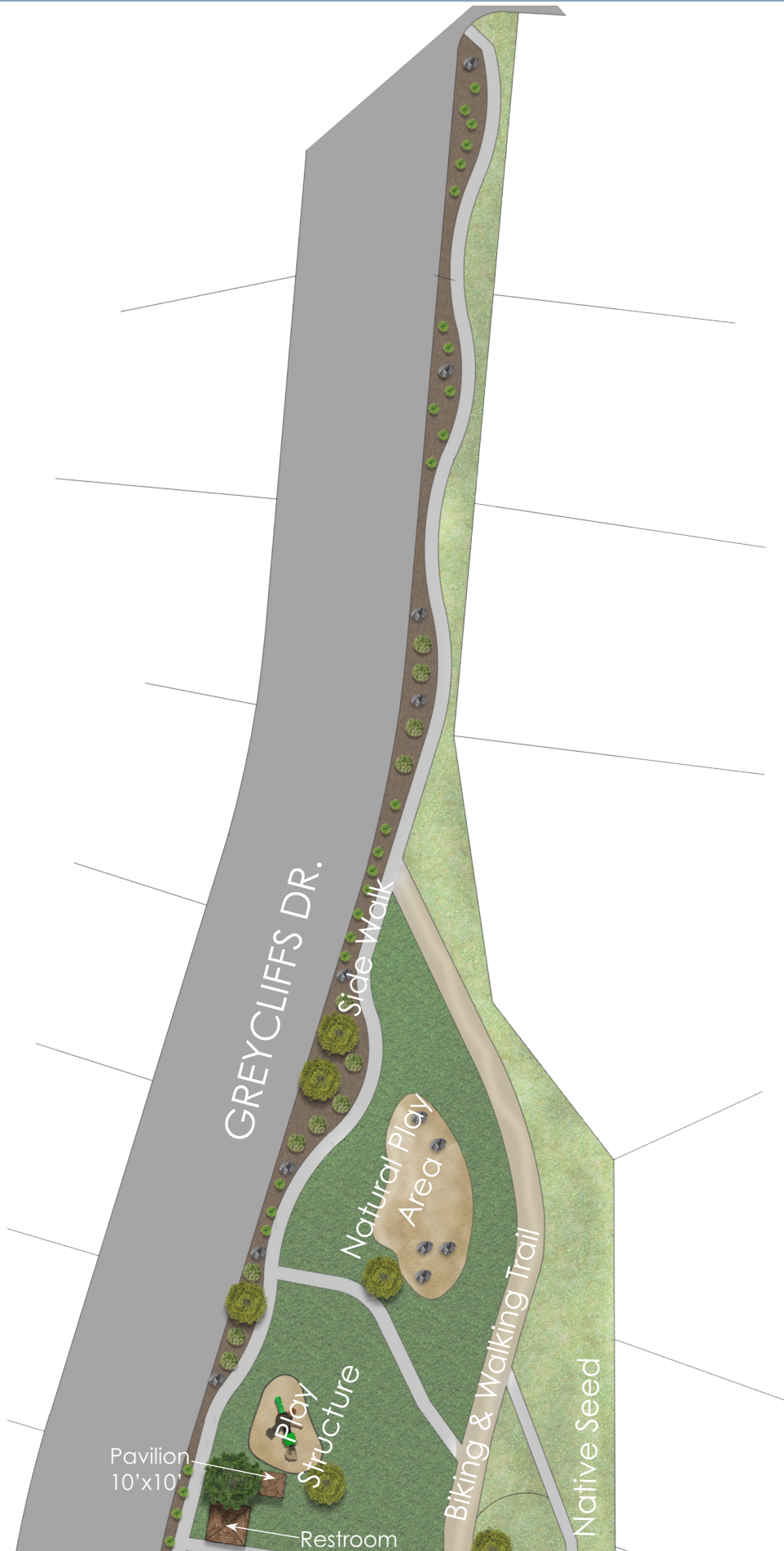


EXHIBIT “C.3.b

Sage Meadows Park Concept Plan Part b





EXHIBIT "C.3.c"

Sage Meadows Park Open Space Budget

PAY ITEM	DESCRIPTION	UNITS	QTY	MATERIAL	LABOR	UNIT PRICE	AMOUNT
1	Quality Control	LS	1	\$0.00	\$3,000.00	\$3,000.00	\$3,000.00
2	Mobilization & GC	LS	1	\$0.00	\$35,000.00	\$35,000.00	\$35,000.00
3	SWPPP	LS	1	\$3,500.00	\$5,000.00	\$8,500.00	\$8,500.00
4	Surveying & Layout	LS	1	\$0.00	\$10,000.00	\$10,000.00	\$10,000.00
5	Engineering & Design	LS	1	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
6	Fine Site Grading	SF	115000	\$0.00	\$0.15	\$0.15	\$17,250.00
7	Conduit for Electrical & Landscaping	LF	475	\$3.00	\$12.00	\$15.00	\$7,125.00
8	Connect to existing water meter	LS	2	\$225.00	\$300.00	\$525.00	\$1,050.00
9	2" POC w/BFP & Filter	LS	1	\$4,000.00	\$4,500.00	\$8,500.00	\$8,500.00
10	1" Waterline stub to Restroom	LF	320	\$0.00	\$15.00	\$15.00	\$4,800.00
11	1" Stop & waste	Ea	1	\$150.00	\$50.00	\$200.00	\$200.00
12	4" Sewer stub to Restroom	LF	250	\$0.00	\$30.00	\$30.00	\$7,500.00
13	Sewer Cleanouts	EA	3	\$150.00	\$150.00	\$300.00	\$900.00
14	4" Asphalt/8" Base in Parking Lot	SF	5775	\$0.00	\$3.25	\$3.25	\$18,768.75
15	Curb & Gutter w/ base	LF	355	\$0.00	\$23.00	\$23.00	\$8,165.00
16	6' Walk w/base	LF	880	\$0.00	\$35.00	\$35.00	\$30,800.00
17	10' Gravel path (4" Crusher Fines)	LF	1015	\$4.00	\$8.00	\$12.00	\$12,180.00
18	Sleeving	LF	200	\$0.00	\$14.00	\$14.00	\$2,800.00
19	10'X10' Pavilion (ESTIMATE) STANDARD PREFAB METAL	LS	1	\$12,000.00	\$8,000.00	\$20,000.00	\$20,000.00
20	Restroom facilities CTX SMALL (ESTIMATE)	LS	1	\$2,500.00	\$205,000.00	\$207,500.00	\$207,500.00
21	Playground Allowance	LS	1	\$70,000.00	\$30,000.00	\$100,000.00	\$100,000.00
22	Natural play area prep & surfacing	SF	4000	\$1.00	\$0.50	\$1.50	\$6,000.00
23	Natural play amenities	EA	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
24	Landscape rock 3" deep	Ton	275	\$15.00	\$10.00	\$25.00	\$6,875.00
25	Decorative On-site Boulders	EA	35	\$0.00	\$100.00	\$100.00	\$3,500.00
26	Weed Barrier under landscape rock	SF	32750	\$0.10	\$0.05	\$0.15	\$4,912.50
27	Place & Grade 4" Topsoil	CY	600	\$0.00	\$30.00	\$30.00	\$18,000.00
28	Sod	SF	13600	\$0.42	\$0.20	\$0.62	\$8,432.00
29	2" Cal. Deciduous trees	EA	13	\$300.00	\$200.00	\$500.00	\$6,500.00
30	6-8' Evergreen Trees	EA	3	\$300.00	\$200.00	\$500.00	\$1,500.00
31	5 Gal. Shrubs	EA	196	\$20.00	\$20.00	\$40.00	\$7,840.00
32	60 Day Maintenance & Warranty	LS	1	\$0.00	\$3,500.00	\$3,500.00	\$3,500.00
33	Connection to existing controller	EA	1	\$350.00	\$500.00	\$850.00	\$850.00
34	Pumptrack grading	LF	375		\$20.00	\$20.00	\$0.00
35	Benches	EA	5	\$1,600.00	\$200.00	\$1,800.00	\$8,000.00
36	Irrigation Sprinklers	SF	13550	\$0.50	\$0.50	\$1.00	\$6,775.00
37	Irrigation Drip	SF	32650	\$0.35	\$0.50	\$0.85	\$11,427.50

SUB-TOTAL: \$608,150.75
5% CONTINGENCY \$30,407.54
TOTAL: \$638,558.29



Tabulations

Total Park Area 209,480 SF

IMPROVED FEATURES

SOD	13600 SF
Asphalt Parking	20 Stalls
10'x10' Pavilion	1
Restroom	1
Natural Trails	.30MI
Pump Track	930 LF
Planter Bed	30000 SF

UNIMPROVED FEATURES

Native seed	70,000 SF
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	Sod
	Native Seed



EXHIBIT "C.4.a"

Juniper Ridge Park Open Space Budget

PAY ITEM	DESCRIPTION	UNITS	QTY	MATERIAL	LABOR	UNIT PRICE	AMOUNT
1	Quality Control	LS	1	\$0.00	\$3,500.00	\$3,500.00	\$3,500.00
2	Mobilization & GC	LS	1	\$0.00	\$35,000.00	\$35,000.00	\$35,000.00
3	SWPPP	LS	1	\$3,500.00	\$5,000.00	\$8,500.00	\$8,500.00
4	Surveying & Layout	LS	1	\$0.00	\$10,000.00	\$10,000.00	\$10,000.00
5	Engineering & Design	LS	1	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
6	Fine Site Grading	SF	225000	\$0.00	\$0.15	\$0.15	\$33,750.00
7	Cut & Fill (ESTIMATE)	SF	225000	\$0.00	\$0.12	\$0.12	\$27,000.00
7	Gravel w/ base in Parking Lot	SF	8700	\$0.00	\$1.25	\$1.25	\$10,875.00
8	Curb & Gutter w/ base	LF	445.1	\$0.00	\$23.00	\$23.00	\$10,237.30
9	6' Walk w/base	LF	1075	\$0.00	\$35.00	\$35.00	\$37,625.00
10	10' Gravel path (4" Crusher Fines)	LF	1500	\$4.00	\$8.00	\$12.00	\$18,000.00
11	10'X10' Pavilion (ESTIMATE) STANDARD PREFAB METAL	LS	1	\$12,000.00	\$8,000.00	\$20,000.00	\$20,000.00
12	Landscape rock 3" deep	Ton	60		\$20.00	\$20.00	\$1,200.00
13	Weed Barrier under landscape rock	SF	3600		\$0.15	\$0.15	\$540.00
14	Place & Grade 4" Topsoil	CY	215	\$0.00	\$30.00	\$30.00	\$6,450.00
15	Sod	SF	13000	\$0.42	\$0.20	\$0.62	\$8,060.00
16	Decorative On-site Boulders	EA	35	\$0.00	\$100.00	\$100.00	\$3,500.00
17	2" Cal. Deciduous trees	EA	7	\$300.00	\$200.00	\$500.00	\$3,500.00
18	6-8' Evergreen Trees	EA	4	\$300.00	\$200.00	\$500.00	\$2,000.00
19	5 Gal. Shrubs	EA	59	\$20.00	\$20.00	\$40.00	\$2,360.00
20	Bike Track Grading	LF	930		\$20.00	\$20.00	\$18,600.00
21	Benches	EA	2	\$1,600.00	\$200.00	\$1,800.00	\$3,600.00
22	Irrigation Controller	Ea	1	\$2,500.00	\$1,500.00	\$4,000.00	\$4,000.00
23	Irrigation Sprinklers	SF	13000	\$0.50	\$0.50	\$1.00	\$13,000.00
24	Irrigation Drip	SF	3600	\$0.35	\$0.50	\$0.85	\$3,060.00

SUB-TOTAL: \$289,357.30
5% CONTINGENCY \$14,467.87
TOTAL: **\$303,825.17**

Tabulations





Total Park Area 348,130 SF

IMPROVED FEATURES

Tent Sites	4
10'x10' Pavilion	1
Hammock Poles	6
Natural Trails	1.3MI
BBQ Pits	2
Parking Stalls	8

UNIMPROVED FEATURES

Natural Landscape 312,800 SF

-  Natural Vegetation
-  Conservation Easement
*Within Lot Boundaries
-  Natural Log Fence
-  Division Line between Easement and Open Space

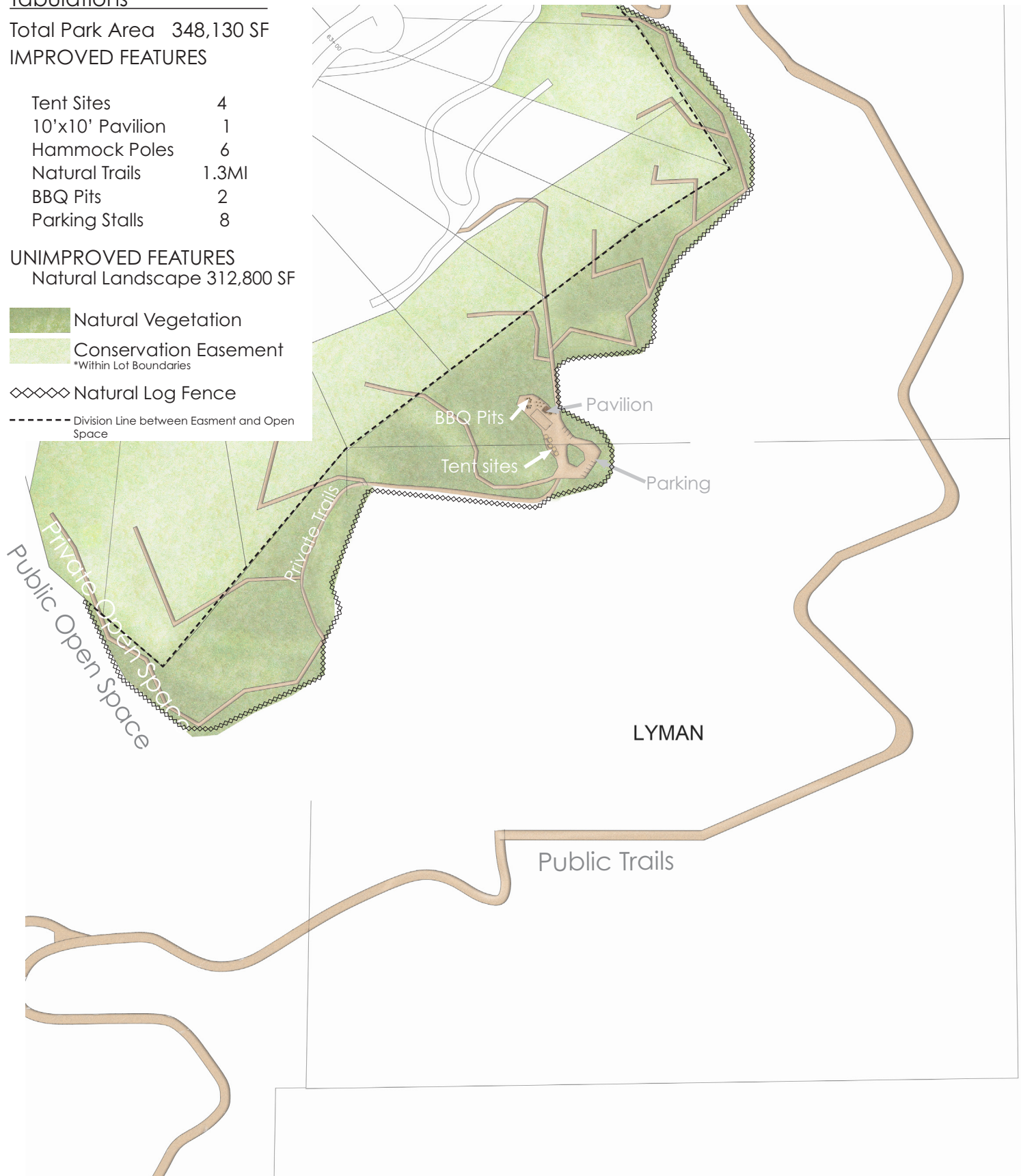


EXHIBIT "C.5.a"

Cedar Lookout HOA Park Concept Plan

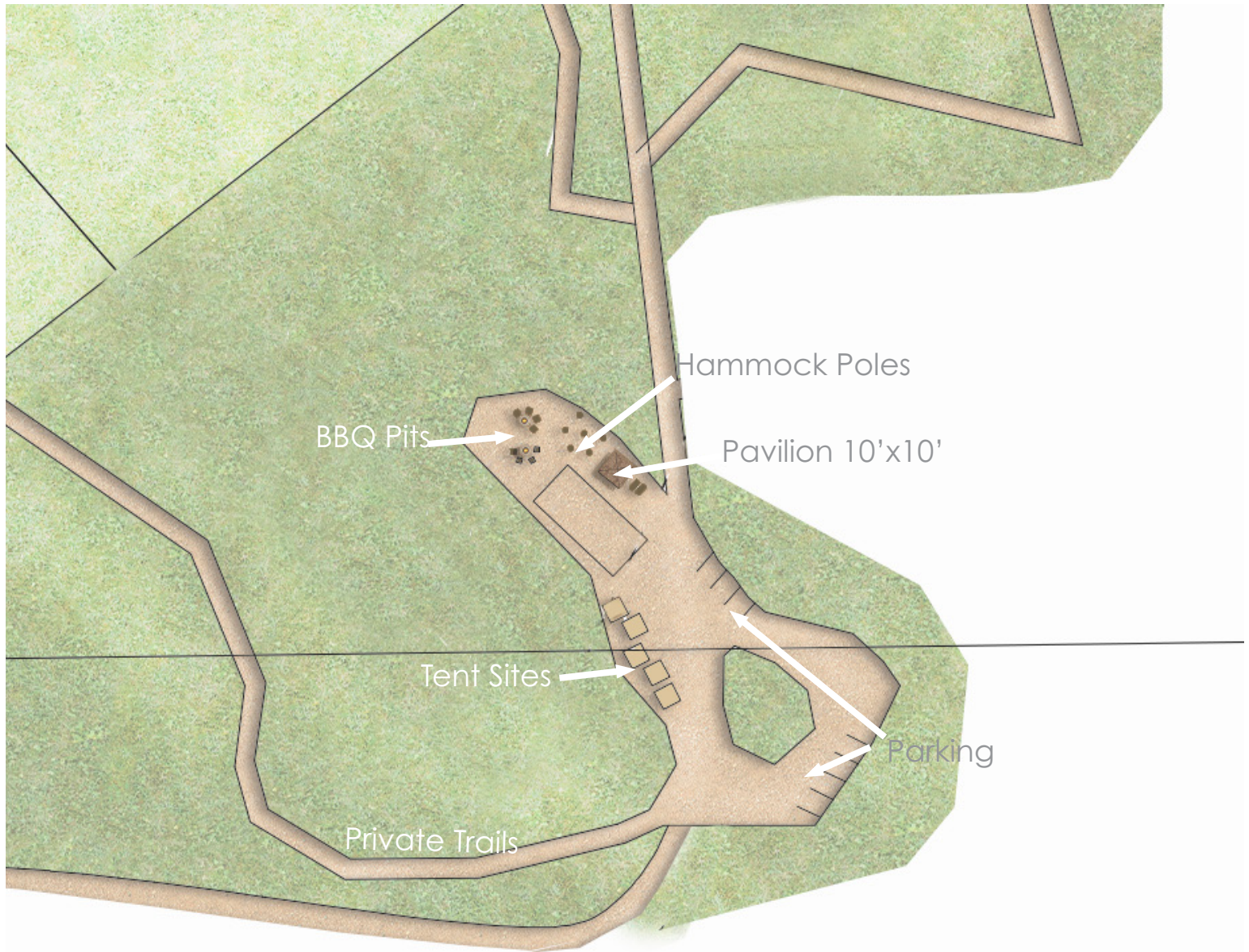




EXHIBIT "C.5.b"

Cedar Lookout HOA Park Open Space Budget

PAY ITEM	DESCRIPTION	UNITS	QTY	MATERIAL	LABOR	UNIT PRICE	AMOUNT
1	Quality Control	LS	1	\$0.00	\$2,500.00	\$2,500.00	\$2,500.00
2	Mobilization & GC	LS	1	\$0.00	\$15,000.00	\$15,000.00	\$15,000.00
3	SWPPP	LS	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
4	Surveying & Layout	LS	1	\$0.00	\$3,000.00	\$3,000.00	\$3,000.00
5	Engineering & Design	LS	1	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
6	Fine Site Grading	SF	10700	\$0.00	\$0.15	\$0.15	\$1,605.00
7	BBQ Pits	EA	2	\$400.00	\$400.00	\$800.00	\$1,600.00
8	Hammock Poles	EA	6	\$200.00	\$200.00	\$400.00	\$2,400.00
9	10'x10' Pavilion	EA	1	\$12,000.00	\$8,000.00	\$20,000.00	\$20,000.00
10	8' graded dirt trails	LF	6950	\$5.00		\$5.00	\$34,750.00

SUB-TOTAL: \$88,355.00
5% CONTINGENCY \$4,417.75
TOTAL: **\$92,772.75**



EXHIBIT "C.6"

East Side Park Improvement Concept Plan



Tabulations

Total Improved Area 43,820SF

IMPROVED FEATURES

Sod 29,119SF

Trail Connection to Juniper Ridge Park

UNIMPROVED FEATURES

Native Seed 11,522.6SF

 Native Seed

 Sod



EXHIBIT "C.6.a"

East Side Park Improvements Open Space Budget

PAY ITEM	DESCRIPTION	UNITS	QTY	MATERIAL	LABOR	UNIT PRICE	AMOUNT
1	Quality Control	LS	1	\$0.00	\$3,000.00	\$3,000.00	\$3,000.00
2	Mobilization & GC	LS	1	\$0.00	\$25,000.00	\$25,000.00	\$25,000.00
3	SWPPP	LS	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
4	Surveying & Layout	LS	1	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
5	Engineering & Design	LS	1	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
6	Fine Site Grading	SF	57200	\$0.00	\$0.15	\$0.15	\$8,580.00
7	Place & Grade 4" Topsoil	CY	750	\$0.00	\$30.00	\$30.00	\$22,500.00
8	Sod	SF	57200	\$0.42	\$0.20	\$0.62	\$11,440.00
9	Irrigation	SF	57200	\$0.50	\$0.50	\$1.00	\$28,600.00

SUB-TOTAL: \$114,120.00
5% CONTINGENCY \$5,706.00
TOTAL: \$119,826.00



EXHIBIT "C.7"

Summary Sheet- Open Space Budget

	Developer Provided	City Reimbursed	Total Budget
Cliff Park	\$395,717.18	\$395,717.18	\$791,434.35
Sunset Park	\$273,733.69	\$273,733.69	\$547,467.38
Sage Meadows Park	\$319,279.14	\$319,279.14	\$638,558.29
Juniper Ridge Park	\$151,912.58	\$151,912.58	\$303,825.17
Eastside Park Improvements	\$59,913.00	\$59,913.00	\$119,826.00
Cedar Lookout HOA Park	\$46,386.38	\$46,386.38	\$92,772.75

Total Developer Provided: \$1,246,941.96

Total City Reimbursed: \$1,246,941.96

TOTAL \$2,493,883.93



MEMORANDUM

To: Santaquin City Mayor & Council
From: Benjamin A. Reeves, Santaquin City Manager
Date: December 14, 2021
Subject: Budget Amendment FY2021-2022

Mayor & Council,

Periodically, the Santaquin City Council amends its budget to accommodate unanticipated changes or priority, or with more refined and accurate numbers, since its initial approval in June of each year.

The attached budget amendment incorporates council actions and approval since June (e.g. Santaquin Holly Days, Construction of a Fuel Depot, etc.), changes to market conditions (e.g. Market Salary Adjustment for Front Line Employees), and more refined numbers (e.g. Summit Ridge Irrigation Tank Bond, etc.)

Please note the attached numbers have been updated since the initial publication of this budget amendment in anticipation of possible approvals which may occur during the December 14th meeting. Those changes are highlighted in blue and reflect the following:

- Computer Technology – Possible Approval of a Podium Service Agreement and anticipated technology expenditures to support the new council's connectivity.
- Water Rights – ACM, Norm Beagley will be proposing the Possible Approval of some engineering services in support of our Water Rights.
- Fuel – Due to increased prices at the pump, the fuel line items for most departments have increased to reflect current trends with pricing vs. usage.

Please let me know if you have any questions.



RESOLUTION 12-08-2021
FY2021-2022 BUDGET AMENDMENT #1

BE IT HEREBY RESOLVED:

SECTION 1: The attached document represents adjustments to the Fiscal Year 2021-2022 Budget.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 14th Day of December 2021.

City of Santaquin,

Kirk F. Hunsaker, Mayor

Attest:

K. Aaron Shirley, City Recorder

Santaquin City
Fiscal Year 2021-2022 - Budget Amendment (1)
December 14, 2021

Budget Changes by Fund:		Prior Budget	Amendment (1) [Change]	Final Budget	Notes:
General Fund:					
<u>Revenues:</u>					
10-31-300	Sales Taxes	\$ 2,022,467	\$ 300,000	\$ 2,322,467	Increased Growth in Sales Taxes
10-34-430	Garbage Collections	\$ 739,055	\$ 100,000	\$ 839,055	Increased Growth in Housing Market
Total Changes to Revenues:			\$ 400,000		
<u>Expenditures:</u>					
10-42-XXX	Court - Dept	\$ 521,308	\$ 1,274	\$ 522,582	Market Salary Adjustment
10-43-XXX	Administrative - Dept	\$ 829,307	\$ 391	\$ 829,698	Market Salary Adjustment
10-48-XXX	Engineering - Dept	\$ 427,851	\$ 393	\$ 428,244	Market Salary Adjustment
10-51-XXX	Buildings and Grounds - Dept	\$ 120,478	\$ 282	\$ 120,760	Market Salary Adjustment
10-54-XXX	Police - Dept	\$ 2,173,807	\$ 115,847	\$ 2,289,654	Market Salary Adjustment, Recognition Award, Radio Replacement & Fuel
10-60-XXX	Streets - Dept	\$ 420,703	\$ 8,484	\$ 429,187	Market Salary Adjustment & Fuel
10-62-XXX	Sanitation - Dept	\$ 559,010	\$ 100,000	\$ 659,010	Growth in Housing Market
10-68-XXX	Building Inspection - Dept	\$ 439,768	\$ 2,074	\$ 441,842	Market Salary Adjustment & Fuel
10-70-XXX	Parks - Dept	\$ 414,190	\$ 7,436	\$ 421,626	Market Salary Adjustment & Fuel
10-77-XXX	Cemetery - Dept	\$ 210,427	\$ 6,514	\$ 216,941	Market Salary Adjustment & Fuel
10-78-XXX	Planning & Zoning - Dept	\$ 373,053	\$ 53,628	\$ 426,681	Market Salary Adjustment & General Plan Update
10-90-200	Transfer to CS-Sports	\$ 49,750	\$ 656	\$ 50,406	Market Salary Adjustment
10-90-400	Transfer to CS-Library	\$ 99,506	\$ 3,599	\$ 103,105	Market Salary Adjustment
10-90-500	Transfer to CS-Seniors Fund	\$ 46,500	\$ 745	\$ 47,245	Market Salary Adjustment
10-90-510	Transfer to CS-Administration	\$ 170,844	\$ 25,619	\$ 196,463	Market Salary Adjustment & Conversion of PT to FT Position
10-90-520	Transfer to CS-Classes	\$ 52,500	\$ 968	\$ 53,468	Market Salary Adjustment
10-90-700	Transfer to Capital Vehicles & Equipment	\$ 292,000	\$ 17,500	\$ 309,500	Purchase of Light Tower Public Safety & Public Works
10-90-800	Transfer to CS-Events	\$ 56,000	\$ 10,332	\$ 66,332	Market Salary Adjustment & New Event
Total Changes to Expenditures:			\$ 355,742		
Additional Contribution to Fund Balance Requirements (5-18%):			\$ 44,258		
Grand Total Changes to Expenses & Equity:			\$ 400,000		
Capital Projects:					
<u>Revenues:</u>					
41-39-100	Use of Fund Balance	\$ 8,103,270	\$ 4,841,200	\$ 12,944,470	Use of Fund Balance
41-39-300	Bond Proceeds	\$ -	\$ 11,236,000	\$ 11,236,000	PI Booster Pump Project Bond - Previously Approved
41-39-301	Grant Proceeds (Power Backup)	\$ -	\$ 81,000	\$ 81,000	BRIC Grant Awarded to Chris Lindquist
Total Changes to Revenues:			\$ 16,158,200		
<u>Expenditures:</u>					
41-40-704-001	Purchase of Real Property (Hiatt)	\$ -	\$ 417,200	\$ 417,200	Purchase of Hiatt Home - Previous Council Approval - Res 8-1-21
41-40-704-004	New City Hall (Interior Main & Multi Purpose)	\$ -	\$ 2,750,000	\$ 2,750,000	Interior - Main Offices & Multipurpose Room
41-40-704-005	New City Hall (Main Basement & EOC)	\$ -	\$ 585,000	\$ 585,000	Interior - Main Basement Emergency Ops Ctr, Breakroom, Storage, Bathrooms
41-40-704-006	New City Hall (South Basement - Comm Serv)	\$ -	\$ 440,000	\$ 440,000	Interior - South Basement Community Services Class Rooms & Offices
41-40-704-007	New City Hall (Full Bldg Power Backup)	\$ -	\$ 230,000	\$ 230,000	Full Building Power Backup (For Emergency Ops & City Operations)
41-40-704-008	New City Hall (Contingency)	\$ -	\$ 500,000	\$ 500,000	Project Contingency
41-40-705-001	SR Tank & Booster (Engineering)	\$ -	\$ 500,000	\$ 500,000	SR PI Tank & Booster Station Project
41-40-705-002	SR Tank & Booster (Construction)	\$ -	\$ 7,000,000	\$ 7,000,000	SR PI Tank & Booster Station Project
41-40-705-003	SR Tank & Booster (Bonding, Legal, Land)	\$ -	\$ 500,000	\$ 500,000	SR PI Tank & Booster Station Project
41-40-705-004	SR Tank & Booster (Contingency)	\$ -	\$ 736,000	\$ 736,000	SR PI Tank & Booster Station Project
41-40-705-005	SR Tank & Booster (Refinance of PI Debt)	\$ -	\$ 2,500,000	\$ 2,500,000	Refinance (Refunding) of Old PI Bond to Lower Interest Rates
Total Changes to Expenditures:			\$ 16,158,200		
Capital Vehicle & Equipment Fund:					
<u>Revenues:</u>					
42-39-100	Transfer from General Fund	\$ 292,000	\$ 17,500	\$ 309,500	Transfer from General Fund
Total Changes to Revenues:			\$ 17,500		
<u>Expenditures:</u>					
42-40-060	Equipment Purchases	\$ 12,420	\$ 17,500	\$ 29,920	Purchase of Light Tower Public Safety & Public Works
Total Changes to Expenditures:			\$ 17,500		
Computer Technology Capital Fund:					
<u>Revenues:</u>					
43-39-140	Use of Fund Balance	\$ 50,695	\$ 18,000	\$ 68,695	Use of Fund Balance - Anticipated Approval 12/14/21
Total Changes to Revenues:			\$ 18,000		
<u>Expenditures:</u>					
43-40-230	Misc Equipment Expense	\$ 15,000	\$ 5,000	\$ 20,000	New Council Technology Connectivity
43-40-500	Software Expense	\$ 45,000	\$ 13,000	\$ 58,000	Budget Provision for Podium & Council Software
Total Changes to Expenditures:			\$ 18,000		
Water Fund:					
<u>Revenues:</u>					
51-37-110	Water Sales	\$ 1,379,201	\$ 25,195	\$ 1,404,396	Increased Sales from Growth
Total Changes to Revenues:			\$ 25,195		

Santaquin City
Fiscal Year 2021-2022 - Budget Amendment (1)
December 14, 2021

Budget Changes by Fund:		Prior Budget	Amendment (1) [Change]	Final Budget	Notes:
Expenditures:					
51-40-110	Wages (FT)	\$ 235,721	\$ 2,569	\$ 238,290	Market Salary Adjustment
51-40-120	Wages (PT)	\$ 71,704	\$ 380	\$ 72,084	Market Salary Adjustment
51-40-130	Benefits	\$ 147,300	\$ 746	\$ 148,046	Market Salary Adjustment
51-40-260	Fuel	\$ 7,500	\$ 7,500	\$ 15,000	Increased Fuel Prices
51-40-310	Professional & Technical	\$ 10,000	\$ 6,000	\$ 16,000	Water Rights Work - Anticipated Approval 12/14/21
51-40-750	Capital Project (1/2 Fuel Depot)	\$ 14,500	\$ 8,000	\$ 22,500	Resolution 06-04-2021 Fuel Depot \$8000 (1/2) of \$16K Cost
Total Changes to Expenditures:			\$ 25,195		
Sewer Fund:					
Revenues:					
52-37-100	Sewer User Fee	\$ 2,128,137	\$ 19,983	\$ 2,148,120	Increased Sales from Growth
Total Changes to Revenues:			\$ 19,983		
Expenditures:					
52-40-110	Wages (FT)	\$ 237,656	\$ 3,193	\$ 240,849	Market Salary Adjustment
52-40-120	Wages (PT)	\$ 71,704	\$ 380	\$ 72,084	Market Salary Adjustment
52-40-130	Benefits	\$ 148,711	\$ 910	\$ 149,621	Market Salary Adjustment
52-40-260	Fuel	\$ 7,500	\$ 7,500	\$ 15,000	Increased Fuel Prices
52-40-730	Capital Project (1/2 Fuel Depot)	\$ 10,000	\$ 8,000	\$ 18,000	Resolution 06-04-2021 Fuel Depot \$8000 (1/2) of \$16K Cost
Total Changes to Expenditures:			\$ 19,983		
Pressurized Irrigation Fund:					
Revenues:					
54-37-110	PI Water Sales	\$ 1,189,105	\$ 8,553	\$ 1,197,658	Increased Sales from Growth
Total Changes to Revenues:			\$ 8,553		
Expenditures:					
54-40-110	Wages (FT)	\$ 177,684	\$ 1,843	\$ 179,527	Market Salary Adjustment
54-40-120	Wages (PT)	\$ 57,758	\$ 190	\$ 57,948	Market Salary Adjustment
54-40-130	Benefits	\$ 107,808	\$ 520	\$ 108,328	Market Salary Adjustment
54-40-310	Professional & Technical	\$ 10,000	\$ 6,000	\$ 16,000	Water Rights Work - Anticipated Approval 12/14/21
Total Changes to Expenditures:			\$ 8,553		
Parks Impact Fee Fund:					
Revenues:					
57-38-150	Use of Fund Balance	\$ -	\$ 890,000	\$ 890,000	Use of Fund Balance
Total Changes to Revenues:			\$ 890,000		
Expenditures:					
57-40-514	Harvest View Phase II	\$ 2,000,000	\$ 890,000	\$ 2,890,000	Harvest View Phase II - Approved 10/21
Total Changes to Expenditures:			\$ 890,000		
CS-Sports:					
Revenues:					
61-39-100	Transfer from General Fund	\$ 49,750	\$ 656	\$ 50,406	Transfer from General Fund
Total Changes to Revenues:			\$ 656		
Expenditures:					
61-40-110	Wages (FT & PT)	\$ 110,539	\$ 520	\$ 111,059	Market Salary Adjustment
61-40-130	Benefits	\$ 44,780	\$ 136	\$ 44,916	Market Salary Adjustment
Total Changes to Expenditures:			\$ 656		
CS-Events:					
Revenues:					
62-39-100	Transfer from General Fund	\$ 56,000	\$ 10,332	\$ 66,332	Transfer from General Fund
Total Changes to Revenues:			\$ 10,332		
Expenditures:					
62-40-110	Wages	\$ 28,040	\$ 260	\$ 28,300	Market Salary Adjustment
62-40-130	Benefits	\$ 15,190	\$ 72	\$ 15,262	Market Salary Adjustment
62-40-965	SANTAquin HOLLYdays Budget	\$ -	\$ 10,000	\$ 10,000	New Event New Budget
Total Changes to Expenditures:			\$ 10,332		
CS-Admin:					
Revenues:					
67-39-100	Transfer from General Fund	\$ 170,844	\$ 25,619	\$ 196,463	Transfer from General Fund
Total Changes to Revenues:			\$ 25,619		
Expenditures:					
67-40-110	Wages (FT & PT)	\$ 95,392	\$ 8,754	\$ 104,146	Market Salary Adjustment & Conversion of PT to FT Position
67-40-130	Benefits	\$ 20,496	\$ 16,865	\$ 37,361	Market Salary Adjustment & Conversion of PT to FT Position
Total Changes to Expenditures:			\$ 25,619		
CS-Classes:					
Revenues:					
68-39-110	Transfer from General Fund	\$ 52,500	\$ 968	\$ 53,468	Transfer from General Fund
Total Changes to Revenues:			\$ 968		

Santaquin City
Fiscal Year 2021-2022 - Budget Amendment (1)
December 14, 2021

Budget Changes by Fund:		Prior Budget	Amendment (1) [Change]	Final Budget	Notes:
<u>Expenditures:</u>					
68-40-110	Wages (FT)	\$ 28,040	\$ 260	\$ 28,300	Market Salary Adjustment
68-40-120	Wages (PT)	\$ 59,758	\$ 585	\$ 60,343	Market Salary Adjustment
68-40-130	Benefits	\$ 20,366	\$ 123	\$ 20,489	Market Salary Adjustment
Total Changes to Expenditures:			\$ 968		
<u>CS-Library Fund:</u>					
<u>Revenues:</u>					
72-39-410	Transfer from General Fund	\$ 99,506	\$ 3,599	\$ 103,105	Transfer from General Fund
72-38-200	Other Grant Revenue	\$ 13,500	\$ 20,000	\$ 33,500	Additional Grants Received
Total Changes to Revenues:			\$ 23,599		
<u>Expenditures:</u>					
72-40-110	Wages (FT)	\$ 59,505	\$ 1,040	\$ 60,545	Market Salary Adjustment
72-40-120	Wages (PT)	\$ 65,020	\$ 2,132	\$ 67,152	Market Salary Adjustment
72-40-130	Benefits	\$ 33,368	\$ 427	\$ 33,795	Market Salary Adjustment
72-40-760	Other Grant Expense	\$ 12,000	\$ 20,000	\$ 32,000	Additional Grants Received
Total Changes to Expenditures:			\$ 23,599		
<u>CS-Senior Citizens Fund:</u>					
<u>Revenues:</u>					
75-39-100	Transfer from General Fund	\$ 46,500	\$ 745	\$ 47,245	Transfer from General Fund
Total Changes to Revenues:			\$ 745		
<u>Expenditures:</u>					
75-40-120	Wages	\$ 44,392	\$ 686	\$ 45,078	Market Salary Adjustment
75-40-130	Benefits	\$ 3,813	\$ 59	\$ 3,872	Market Salary Adjustment
Total Changes to Expenditures:			\$ 745		
<u>Fire Department</u>					
<u>Revenues:</u>					
76-39-100	Use of Fund Balance	\$ 5,697	\$ 43,895	\$ 49,592	Use of Fund Balance
76-34-290	Wildland Fire	\$ 100,000	\$ 39,500	\$ 139,500	Wildland Fire Revenue
Total Changes to Revenues:			\$ 83,395		
<u>Expenditures:</u>					
76-57-120	Wages (PT)	\$ 376,553	\$ 5,000	\$ 381,553	Market Salary Adjustment
76-57-130	Benefits	\$ 96,614	\$ 500	\$ 97,114	Market Salary Adjustment
76-57-740	Capital Vehicles - Fire	\$ 70,000	\$ 38,395	\$ 108,395	SCBA Compressor - Approved 8/17/21
76-57-700	Wildland Fire Expense	\$ 18,000	\$ 19,500	\$ 37,500	Deployed Crews to Wildland Fires
72-57-260	Fuel	\$ 10,000	\$ 20,000	\$ 30,000	Deployed Crews to Wildland Fires
Total Changes to Expenditures:			\$ 83,395		

Santaquin City

Fiscal Year 2021-2022 - Budget Amendment (1)

December 14, 2021

Transfers

General Fund Transfers:

<u>Acct No</u>	<u>Acct Description</u>	<u>Amount</u>
10-90-200	Transfer to CS-Sports	\$ 656
10-90-400	Transfer to CS-Library	\$ 3,599
10-90-500	Transfer to CS-Seniors	\$ 745
10-90-510	Transfer to CS-Admin	\$ 25,619
10-90-520	Transfer to CS-Classes	\$ 968
10-90-700	Transfer to Capital Vehicles	\$ 17,500
10-90-800	Transfer to CS-Events	\$ 10,332

Other Fund Transfers:

<u>Acct No</u>	<u>Acct Description</u>	<u>Fund</u>	<u>Amount</u>
61-39-100	Transfer from General Fund	Public Safety Impact Fee	\$ 656
72-39-410	Transfer from General Fund	Recreation Fund	\$ 3,599
75-39-100	Transfer from General Fund	Library Fund	\$ 745
67-39-100	Transfer from General Fund	Seniors Fund	\$ 25,619
68-39-100	Transfer from General Fund	Capital Projects Fund	\$ 968
42-39-100	Transfer from General Fund	Capital Vehicle & Equipment	\$ 17,500
72-31-110	Library Property Tax	Library Fund	\$ 10,332



MEMORANDUM

To: Santaquin City Mayor & Council
From: Benjamin A. Reeves, Santaquin City Manager
Date: December 14, 2021
Subject: Podium Service Agreement

Many of our neighboring cities have expanded their accessibility to the public they serve by utilizing the services of Podium. In short, this service provides two primary benefits to our residents. First, it allows our main telephone numbers to accept text messages and routes those messages to the appropriate department for handling. Second, it provides the ability for our residents to have webchats with our various departments. This service has come highly recommended by Spanish Fork City, Orem City and Vineyard City to name a few.

Recently, Jason Calloway, Public Works Director has been approached by representatives from Podium (a Utah based company) to provide services that would assist our Public Work crew to respond more quickly to issues such as water breaks, potholes, etc. Jason's interest in this service for his department, has now expanded to include interest expressed by other department directors. Hence, a meeting was held to determine city-wide pricing.

Normally, the prices are \$449 per month per line (prices are anticipated to increase 17% in 2022.) However, due to our smaller size, and due to the fact that Podium wants to support Utah municipalities where many of their employees live, they have made our community a very good offer. However, this offer is only good until calendar-year end.

In short, if we signup before calendar year-end, they will charge the city \$449 for the first line and \$99 for each line thereafter. (Our staff is recommending 5-lines and with this pricing, we would be getting 5-lines for less than the cost of their normal 2-line package). Furthermore, they will hold their pricing in perpetuity for as long as we are their clients. Lastly, if Santaquin City chooses to proceed, it would be under a 12-month service agreement with automatic renewals unless we choose to provide notice of cancellation.

Santaquin City staff recommends an approval of a 12-month service contract for 5-lines and with a re-evaluation of the service taking place at the 9-month mark of the agreement. Should the city council agree, the FY2021-22 Budget Amendment contemplates this agreement.

To learn more about the service, I will send you a five-minute video that they put together on our behalf. Please let me know if you have any questions.



RESOLUTION 12-09-2021

A RESOLUTION APPROVING A SERVICE AGREEMENT WITH PODIUM

WHEREAS, Santaquin City is a fourth class city and political subdivision of the State of Utah with responsibilities to provide essential services to its residents; and

WHEREAS, to improve and enhance the accessibility and communication between the residents of the city and the city staff entrusted to provide said services, Santaquin City has reviewed technology options to enhance communications; and

WHEREAS, Santaquin City has successfully negotiated favorable terms with Podium (a Utah based business) to provide Santaquin City with the technology and enhance communication capabilities desired;

NOW THEREFORE, BE IT RESOLVED by the Santaquin City Council approves the attached Service Agreement with Podium.

APPROVED and ADOPTED BY THE CITY COUNCIL OF SANTAQUIN CITY, UTAH,
this 14th day of December 2021.

SANTAQUIN CITY

Kirk F. Hunsaker, Mayor

Attest:

K. Aaron Shirley, City Recorder



Podium Corporation, Inc.
1650 W. Digital Drive
Lehi, Utah 84043
United States

Quote #: Q-269005-1

Podium Contact:

Alex Stringfellow
alex.stringfellow@podium.com
(801) 390-2551

PODIUM ORDER FORM

Contact Information

Santaquin City ("Client")
275 W Main St
Santaquin, Utah 84655-5509
Primary Contact
Name: Ben Reeves
Phone: 8014203052
Email: breeves@santaquin.org

Order Details

Start Date ("Start Date"): The latter of the Signed Date or 12/31/2021
Initial Term ("Initial Term"): 12 Months
Payment Method ("Payment Method"): Credit Card
Payment Term: Due on Receipt
Billing Frequency: Monthly

Products & Services

PRODUCT/SERVICE NAME	QUANTITY	MONTHLY SUB-TOTAL
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Bundle

Podium Business-in-a-box	1.00	USD 449.00
<ul style="list-style-type: none">-Inbox Pro-Reviews Pro-Webchat Pro-Campaigns: 500 Subscribers; Send campaigns to opted-in customers, build marketing lists. Includes Website lead capture form-Voice-Payments*-Conversations**: Unlimited Customer conversations each month		

Product Add-Ons

Review Only Add-On	4.00	USD 396.00
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MONTHLY SUBSCRIPTION TOTAL: USD 845.00

* Subject to acceptance of Podium Payments Terms of Service and registration for a Payment Service Provider Account. Transaction & Processing fees apply.

** "Conversation" means any inbound communication received or outbound communication sent via the Podium inbox and can include Review invites, Payment requests, voice calls and Campaigns. There is no message limit within a conversation. Limits reset every billing cycle, and existing conversations are reactivated when a response is sent or received.



Podium Corporation, Inc.
1650 W. Digital Drive
Lehi, Utah 84043
United States

Quote #: Q-269005-1
Podium Contact:
Alex Stringfellow
alex.stringfellow@podium.com
(801) 390-2551

Terms & Conditions

PODIUM CORPORATION, INC. MASTER TERMS OF SERVICE

Client agrees to be bound and abide by all of the terms, conditions, restrictions, limitations and other provisions of the Podium Master Terms of Service (located at <https://www.podium.com/terms-and-conditions/>), which are hereby expressly incorporated herein by this reference. To the extent the provisions of this Order Form are in conflict with the provisions of the Podium Master Terms of Service, as amended from time to time, the provisions hereof shall control. Any capitalized terms not defined in this Order Form have the meaning set forth in the Podium Master Terms of Service.

TERM

The Initial Term will commence upon the Start Date and, subject to Podium's timely receipt of all fees owed, will continue for 12 Months. After expiration of the Initial Term, this Order Form will automatically renew for subsequent 12 month period(s) (each a "Renewal Term" and together with the Initial Term, the "Term"), unless either party provides written notice of non-renewal at least 30 days before the end of the then-current term. Either party may terminate this Order Form if the other party: (i) fails to cure any material breach of this Order Form within thirty (30) days after written notice detailing the breach or (ii) ceases operation without a successor. If Client terminates during the Initial Term for any reason other than the foregoing, Client will be responsible for the fees due for the entire applicable Term.

PAYMENT TERMS

The Fees outlined in this Order Form will be paid via the Payment Method selected above. If no Payment Method has been selected, Client may pay via credit card or ACH debit. Invoices or statements 30 days or more past due may result in suspension of Podium Services. The fees included in this Order Form do not include any taxes. Client must pay any applicable taxes to the extent they are included in Podium's invoices. Billing for each license included in this Order Form will begin on the applicable start date and will continue for the duration of the applicable term, with Client responsible for payment for the license quantities listed in the corresponding invoices.

Signature

By signing below, you represent and warrant that you understand and agree to the terms and conditions of this Order Form and that you have the legal authority to accept and enter into and to bind your company or entity to this Order Form and any terms and conditions incorporated herein. When accepted, this Order Form will constitute a legal, valid, and binding agreement, enforceable in accordance with its terms.

Santaquin City

By:

Name:
Ben Reeves

Date:

Certificate Of Completion

Envelope Id: 6E601E69122842549B632A3B6466BE4C

Status: Delivered

Subject: View Podium Agreement

Source Envelope:

Document Pages: 2

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

DocuSign for Podium

AutoNav: Enabled

3301 North Thanksgiving Point Way

Envelope Stamping: Enabled

Suite 500

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Lehi, UT 84043

docusign_integration@podium.com

IP Address: 13.110.74.8

Record Tracking

Status: Original

Holder: DocuSign for Podium

Location: DocuSign

13-Dec-2021 | 08:38

docusign_integration@podium.com

Signer Events**Signature****Timestamp**

Ben Reeves

Sent: 13-Dec-2021 | 08:38

breeves@santaquin.org

Viewed: 13-Dec-2021 | 10:10

Security Level:

.None

ID: 2364d4e9-bfca-413a-840d-c15ed12e5496

13-Dec-2021 | 10:10

Electronic Record and Signature Disclosure:

Accepted: 13-Dec-2021 | 10:10

ID: af0225ea-5c73-43b1-a5d9-8cc973c96830

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

13-Dec-2021 | 08:38

Certified Delivered

Security Checked

13-Dec-2021 | 10:10

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Podium Corporation, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Podium Corporation, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: support@podium.com

To advise Podium Corporation, Inc. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at support@podium.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Podium Corporation, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to support@podium.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Podium Corporation, Inc.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to support@podium.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Podium Corporation, Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Podium Corporation, Inc. during the course of your relationship with Podium Corporation, Inc..

Podium Terms of Service

Last Updated: June 2, 2021

Podium.com (<https://www.podium.com/>), including all of its related applications, dashboards or platforms (individually and collectively, the "Website"), is owned and operated by Podium Corporation, Inc. ("Podium", "we" or "us"). By using, installing or accessing the Website or Services (as defined below), by signing or clicking to accept these terms or any Subscription Documentation (as defined below) referencing these terms, you agree to be bound by the following terms and conditions including Podium's Privacy Policy (together, these "Terms", or this "Agreement").

If you are using a Podium Service on behalf of a company or other entity, then "Client" or "you" means that entity, and you are binding that entity to this Agreement. You represent and warrant that you have the legal power and authority to enter into this Agreement and that, if the Client is an entity, this Agreement is entered into by an employee or agent with all necessary authority to bind that entity to this Agreement.

This Agreement includes and hereby incorporates by reference any Subscription Documentation executed between you and Podium, as well as any policies or exhibits linked to or referenced herein. If you have entered into a separate written agreement with Podium concerning specific Services, the terms of such agreement control if there is any conflict between the terms of such agreement and these Terms. Please note that we may modify this Agreement as described in Section 16.8 below.

1. DEFINITIONS.

1.1. "Business Associate Agreement" (hereinafter "BAA") means a written agreement between a covered entity and a business associate containing the elements specified at 45 CFR 164.504(e).

1.2. "Confidential Information" means code, inventions, know-how, product plans, technical and financial, business, operational, or other information exchanged under this Agreement or learned during the performance of this Agreement, or that is identified as confidential at the time of disclosure or should reasonably be considered confidential based on the circumstances surrounding the disclosure and the nature of the information disclosed.

1.3. "HIPAA" means the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d through d-8, as amended from time to time, and the requirements of any regulations promulgated under either the HITECH Act or HIPAA, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, the federal security standards as contained in 45 C.F.R. Parts 160 and 162, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160, all as may be amended from time to time.

1.4. "Protected Health Information" (hereinafter "PHI") has the same meaning as that term is defined in HIPAA.

1.5. "Territory" means the United States, Canada, and Australia, unless otherwise expressly set forth in Client's Subscription Documentation.

Other terms are defined in other Sections of this Agreement.

2. SERVICES.

2.1. Services. Podium provides a proprietary multi-product platform that includes without limitation reputation management tools ("Reviews" and "Feedback"), messaging and communication tools ("Inbox," "Webchat," "Videochat," "Teamchat," "Automations," "Voice," and "Campaigns"), payment processing ("Payments"), certain Free Access Subscription or Beta Releases (as defined below), and any other services Podium may offer from time to time (together with the Website, the "Service(s)"). Client will, from time to time, enter into a proposal, quote, services/purchase agreement, order form, statement of work, or otherwise click to accept or agree to an online registration form, which references this Agreement ("Subscription Documentation") and details the Services ordered from Podium and, if applicable, the usage limits or other scope of use descriptions for the Services (including without limitation any usage or volume limits, numerical limits on Authorized Users, and descriptions of product feature levels) (the "Scope of Use"). Client may be provided the option to purchase certain Services as part of a package or bundle offer (each, a "Bundle"), as detailed in the applicable Subscription Documentation. Podium has no obligation to provide any services or perform any tasks not specifically set forth in this Agreement, including any applicable Subscription Documentation.

2.2. Alteration of Subscription Documentation. Any amendments or modification to any existing Subscription Documentation must be agreed to in writing by the parties. Podium has no obligation to perform any Services under the amended Subscription Documentation until the parties have agreed to the effect of such changes on the applicable Fees.

2.3. Modification of the Services. Podium reserves the right to modify or discontinue the Services at any time (including by limiting or discontinuing certain features of the Services), or to alter the offering of the Services (including by adding, limiting or discontinuing certain Bundle offers) temporarily or permanently. Podium also reserves the right to replace certain Services and Bundles with functionally equivalent Services or Bundles, at its sole discretion. In the event Podium makes any modification or alteration to the Services or the offering thereof that has a material adverse effect on the functionality of the Services ordered under your Subscription Documentation, Client may terminate this Agreement and receive a pro-rated refund of pre-paid unused Fees for the remainder of Client's Subscription Term (as defined below).

2.4. Additional Terms. Client's use of certain Services may be subject to additional terms, policies, rules, or guidelines applicable to the Services or certain features of the Services that we may post on or link to from the Services (the "Additional Terms"). For example, if you elect to use Podium Payments, your use is subject to the Podium Payment Terms (currently available at <https://www.podium.com/payments-terms-and-conditions/>). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

3. USE RIGHTS; RESTRICTIONS.

3.1. Use of Services. Subject to all terms and conditions of this Agreement, including any Additional Terms, Podium grants Client a non-exclusive, non-transferable, non-sublicensable, revocable, limited right and license during the applicable Subscription Term and within the Territory (to the extent available in the Territory) to: (a) install and use an object code copy of any mobile application associated with the Services; and (b) access and use the Services, designated on Client's Subscription Documentation solely for Client's internal business purposes, but only in accordance with this

Agreement, Podium's Acceptable Use Policy ("Acceptable Use Policy") (currently available at <https://www.podium.com/acceptable-use-policy/>), the applicable Subscription Documentation, and all applicable Scope of Use descriptions. Although the Services may be accessible worldwide, Podium makes no representation that the Services are appropriate or available for use in locations outside the Territory (or that all products or features of the Services are available throughout the Territory). Furthermore, accessing the Services from territories where their content or use is illegal is prohibited. Those who choose to access the Services from other locations do so at their own initiative and are responsible for compliance with local laws and any costs associated with access or use outside the Territory. You may not use or export the Services in violation of U.S. export laws and regulations.

3.2. Account Registration. Client will register for a Podium account in order to access or receive the Services. Account information must be accurate, current and complete, and will be governed by Podium's Privacy Policy (currently available at <https://www.podium.com/privacypolicy>) as may be amended from time to time. Client agrees to keep its account information up to date so that Podium may send notices, statements and other information by email or through Client's account. By using or accessing the Website, Client agrees and consents to Podium's use of cookies in accordance with the terms of Podium's Privacy Policy. You are solely responsible for all use of the Services account. Podium will not be liable for any loss or damage arising from unauthorized use of Client's account.

3.3. Eligibility and Use by Others. By agreeing to these Terms, Client warrants that it and its employees and contractors whom Client has authorized to access the Services on its behalf ("Authorized Users"): (a) are over 18 years old; (b) have not previously been suspended or removed from the Services; and (c) will comply with all applicable laws when using the Services. Client may permit its Authorized Users to use the Services provided their use is for Client's benefit only and remains in compliance with this Agreement. Authorized Users are and will be subject to the applicable terms and conditions of this Agreement which may be communicated by posting to the Website or on a click-through basis to Authorized Users upon access to the Services and/or Website.

3.4. Responsibility for Authorized Users. Client will be responsible and liable for all Authorized Users' use and access and their compliance with the terms and conditions herein. Client will be solely responsible for authorizing and creating user IDs, passwords and other access credentials for Authorized Users. Client is solely responsible for determining its Authorized Users and restricting and/or terminating the rights of such users during the Subscription Term, as Client deems appropriate. Provided, however, Podium may, in its sole discretion, suspend any Authorized User's access to the Services. Client is solely responsible for ensuring that any user IDs, passwords and other access credentials (such as API tokens) for the Services are kept strictly confidential and not shared with any unauthorized person. Additionally, Client is solely responsible for complying, and ensuring its Authorized Users comply, with all laws applicable to Client. Client will be solely responsible for any and all actions taken using its and its Authorized Users' accounts, passwords or access credentials. Client must notify Podium within twenty-four (24) hours of any breach of security or unauthorized use of its account. Use by all Authorized Users in aggregate will count towards any applicable Scope of Use restrictions.

3.5. Use by Customers. Any person that is a client, customer, or patient of Client, or that is a potential client, customer or patient of Client ("Customer(s)") who accesses and/or uses the Services, including via Client's website, are subject to the Acceptable Use Policy and such other terms as may be provided by

Podium from time to time, which includes Podium's right to remove or disable access to any Customer or content or resource that violates the Acceptable Use Policy.

3.6. General Restrictions. Client must not (and must not allow any third party to): (a) rent, lease, copy, transfer, sublicense or provide access to the Podium Technology (as defined below) to a third party (except Authorized Users as specifically authorized above); (b) incorporate the Podium Technology (or any portion thereof) into, or use it with or to provide, any site, product or service; (c) use the Podium Technology (or any portion thereof) for time-sharing purposes or for a third party's benefit; (d) publicly disseminate information regarding the performance of the Podium Technology (which is deemed Podium's Confidential Information); (e) modify or create a derivative work of the Podium Technology or any portion thereof; (f) reverse engineer, disassemble, decompile, translate or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any Podium Technology or Services, except to the extent expressly permitted by applicable law and then only upon advance notice to Podium; (g) break or circumvent any security measures or rate limits for Services; (h) distribute any portion of the Podium Technology other than as specifically permitted above; (i) use the Service in violation of the Acceptable Use Policy; or (j) remove or obscure any proprietary or other notices contained in the Podium Technology including in any reports or output obtained from the Podium Technology.

3.7. Beta Releases and Free Access Subscriptions. Subject to Client's compliance with the terms of this Agreement, Podium may provide Client with certain Services for free or on a trial basis (a "Free Access Subscription") or with "alpha", "beta" or other early-stage Services, integrations or features ("Beta Releases") for the Subscription Term set forth in the applicable Subscription Documentation (if applicable). This Section and any relevant Additional Terms will apply to any Free Access Subscription or Beta Release (even if a Beta Release is provided for a fee or counts towards Client's Scope of Use allocations) and supersedes any contrary provision in this Agreement. For the avoidance of doubt, Section 6 (Availability of Services; Support) will not apply to any Free Access Subscription or Beta Releases. Podium may use good faith efforts in its discretion to assist Client with Free Access Subscriptions or Beta Releases. Without limiting the other disclaimers and limitations in this Agreement, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, CLIENT AGREES THAT ANY FREE ACCESS SUBSCRIPTION OR BETA RELEASE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY, SUPPORT, MAINTENANCE, STORAGE, SLA OR INDEMNITY OBLIGATIONS OF ANY KIND. WITH RESPECT TO BETA RELEASES, CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT BETA RELEASES MAY NOT BE COMPLETE OR FULLY FUNCTIONAL AND MAY CONTAIN BUGS, ERRORS, OMISSIONS AND OTHER PROBLEMS FOR WHICH PODIUM WILL NOT BE RESPONSIBLE. ACCORDINGLY, ANY USE OF A BETA RELEASE IS AT CLIENT'S SOLE RISK. You may choose to use Beta Releases in your sole discretion. Podium makes no guarantees or promises with respect to the continued availability of any Free Access Subscriptions or Beta Releases or that future versions of a Beta Release will be released or will be available under the same commercial or other terms. Podium may discontinue Beta Releases at any time, in our sole discretion, and decide not to make a Beta Releases generally available. Notwithstanding anything to the contrary herein, Podium may terminate Client's right to use any Free Access Subscription or Beta Release at any time for any reason or no reason in Podium's sole discretion, without liability.

4. CLIENT DATA.

4.1. Rights in Client Data. As between the parties, Client retains all right, title and interest (including any intellectual property rights) in and to any text, images or other content and data that Client selects or submits for use or incorporation with the Services (including without limitation, chat and message logs, Customer Data, PHI or any Third-Party Content) ("Client Data"). "Customer Data" means data related to the identity, characteristics and activities of Customers, collected or submitted to the Services by Client or captured by the Services. To the extent Client is a Covered Entity or a Business Associate, as those terms are defined in HIPAA, "Client Data" also includes PHI. "Third-Party Content" means content, data or other materials that Client provides to the Podium Services from its third-party data providers, including through Third-Party Products (as defined below) used by Client. Client hereby grants Podium a non-exclusive, worldwide, royalty-free right and license to collect, use, copy, store, transmit, modify and create derivative works of the Client Data solely to the extent necessary to provide the Services and related services to Client and as otherwise provided herein. Client further instructs Podium to use and disclose Client Data and Customer Data as necessary to (a) provide the Services consistent with this Agreement and Podium's Privacy Policy, including detecting, investigating, and preventing security incidents, spam, fraud, or unlawful use of the Services, and (b) respond to Client's inquiries or any technical problems and ensure the Services are working properly.

4.2. Aggregate/Anonymous Data. Client agrees that Podium will have the right to generate usage data from Client use of the Services and may aggregate anonymized Client Data ("Aggregate/Anonymous Data"). Notwithstanding anything to the contrary herein, the parties agree that Aggregate/Anonymous Data is Podium Technology, which Podium may use for any business purpose during or after the term of this Agreement (including without limitation to develop and improve Podium's products and services and to create and distribute reports and other materials). Podium will not distribute Aggregate/Anonymous Data in a manner that personally identifies Client or its Customers, or that would otherwise violate applicable laws. If Client and Podium have entered into a BAA, Podium will use the Aggregate/Anonymous Data only in conformity with the terms of such agreement.

4.3. Monitoring. Client understands and agrees that Podium, and any third-party platform(s) Client uses or accesses in connection with the Services, may monitor and analyze Client Data or Customer Data (including but not limited to reviews, surveys, messages, chats, etc.) to improve the Website, Services or third-party platform; to improve Client's experience using the Website, Services or third-party platform; to customize and communicate informational or product offerings and promotions to Client; to ensure compliance with the Acceptable Use Policy (including taking corrective action permitted therein); and/or to make the Website, Services, or third-party platform more helpful or useful to Client and other users.

4.4. Security. Podium agrees to maintain physical, technical and organizational measures designed, in its discretion, to secure its systems from unauthorized access, use or disclosure. If Client is a Covered Entity or Business Associate, as defined in HIPAA, Podium and Client agree to the terms of Podium's BAA (currently available at <https://www.podium.com/business-associate-agreement/>), which may be amended from time to time, and to secure and utilize PHI in accordance with the BAA. Podium takes no responsibility and assumes no liability for any Client Data other than its express security obligations in this Section.

4.5. Storage. Podium does not provide an archiving service. During the Subscription Term, Client acknowledges that Podium may delete Client Data no longer in active use. Except for requirements that

are included in any BAA entered into between Podium and Client, Podium expressly disclaims all other obligations with respect to storage.

5. CLIENT OBLIGATIONS.

5.1. Warranty. Client warrants and represents that it is in full compliance with all applicable state, federal, and international laws, rules and regulations and that Client will not use the Services in a manner that would violate or cause Podium to violate any obligation with respect to any such laws, rules or regulations, or amendments thereto, including but not limited to the Federal Trade Commission's Telemarketing Sales Rule, the Telephone Consumer Protection Act of 1991, the Health Insurance Portability and Accountability Act of 1996, the Gramm-Leach-Bliley Act of 1999, the CAN-SPAM Act, Do Not Call rules and prohibitions, and Canada's Anti-Spam Legislation ("CASL"). Client also warrants and represents that: (a) Client has sole ownership of any Client Data it provides to Podium, or otherwise has legal rights to provide such Client Data, and Client Data and Podium's use thereof will not violate third-party rights, including intellectual property, privacy and publicity rights; (b) Podium's possession and/or use of the Client Data on Client's behalf in connection with the Services, as contemplated hereunder, will not violate any contract, statute, or regulation; (c) any Client Data Client and/or Client's authorized representative(s) submit for publication on an online review or ratings website as a provider of goods or services will be true and accurate, and will only concern Client or the goods and/or services that Client provides; (d) Client is authorized to provide Podium with any Customer, Client or Authorized User information it provides in connection with the Services, including any personally identifying information; and (e) Client and/or Client's authorized representative(s) will only use the Services for interaction with actual Customers. If Client receives any take-down requests or infringement notices related to Client Data or its use of Third-Party Products, it will promptly stop using these items with the Services and notify Podium immediately. Additionally, if an integration is included in the Services Client orders, Client grants Podium the right to access Client's Information or CRM system directly or through a third-party service for the purposes of fulfilling Podium's obligations under this Agreement, and Client warrants that Client is not restricted by law or applicable agreement from granting Podium such right. Podium will not be held liable for any consequences of false and/or inaccurate content published to an online review or ratings website through Podium by Client or its Authorized Users.

5.2. Customer Consent; Intended Use of the Services. Client understands and agrees that the Services are intended to allow Client to send electronic communication, including but not limited to text messages, only to Client's own current Customers who have consented to the receipt of such communications and are provided with necessary notices in accordance with applicable law and regulations. Client also understands and agrees that the Services are intended primarily to be used to send transactional and/or informational messages, not advertisements, marketing, telemarketing, or promotional messages, as such are defined in applicable laws, rules, and regulations (hereinafter, collectively "Marketing"), and that Client may use the Services to send Marketing messages only via Podium Campaigns. Accordingly, Client will for the duration of the Subscription Term: (a) provide all required disclosures to Customers and obtain all required consents and/or authorizations from Customers, based on applicable laws, prior to utilizing the Services; (b) obtain all necessary rights, releases and consents to allow Client Data to be collected, used and disclosed in the manner contemplated by this Agreement and to grant Podium the rights herein; and (c) send Marketing messages through Podium only via Podium Campaigns and only in compliance with all local, state, national and international laws, regulations and industry-specific best practices, including but not

limited to Do Not Call rules and prohibitions. Client agrees and acknowledges that Client is solely responsible for its compliance with applicable law and regulations and must not rely on the Services for any such compliance. Use of the Services does not guarantee compliance with applicable law or regulation and Podium expressly disclaims any liability for Client's non-compliance. Podium reserves the right to suspend or terminate Client's access to the Services or the messaging feature if Podium believes, in its discretion, that Client has violated this Section 5.

6. AVAILABILITY OF SERVICES; SUPPORT.

6.1. Availability. Subject to the terms of this Agreement and any scheduled maintenance and unavailability caused by: (a) actions or omissions of Client; (b) failures, errors or defects in the facilities, hardware, software or network of Client; or (c) circumstances that constitute a force majeure event or that are beyond Podium's reasonable control, the Services will be available for access via the Website 99.0% of the time during of the applicable Subscription Term. Client's sole remedy and Podium's sole liability for failure to meet the aforementioned availability shall be support in accordance with Section 6.2.

6.2. Support. Podium makes available web-based support through the Website. Additional support services may be available to Client subject to payment of applicable fees (if any), as specified in any applicable Subscription Documentation. Any support services are subject to this Agreement and Podium's applicable support policies. Podium may also provide onboarding, deployment and other services under this Agreement. The scope, pricing and other terms for these additional services will be set forth in the applicable Subscription Documentation. Podium's ability to deliver the Services will depend on Client's reasonable and timely cooperation and the accuracy and completeness of any information from Client needed to deliver the Services.

7. FEES AND PAYMENT.

7.1. Fees. Unless otherwise specified on the applicable Subscription Documentation, the Services are provided on an ongoing, per license subscription-basis including automatically recurring payments for periodic charges, according to the terms and conditions referenced in the Subscription Documentation ("Subscription"). Client agrees to pay to Podium the fees for the Subscription to the Services or any Bundle ("Subscription Fees") and any additional fees (if applicable), all as set forth in the applicable Subscription Documentation (collectively, the "Fees"). Except as otherwise specified in the applicable Subscription documentation, unless Client terminates a Free Access Subscription prior to the lapse of the Free Access Subscription term, such Services will convert to a paid Subscription and Client agrees to pay Podium the applicable Subscription Fees according to the terms of this Agreement. Unless otherwise specified in the applicable Subscription Documentation, payment for all Fees is due within thirty (30) days of the invoice date.

7.2. Payment of Fees. Unless otherwise specified in the applicable Subscription Documentation, all Subscription Fees will be paid annually in advance, though overage fees (if any) may be charged in arrears, and all references to currency set forth herein will mean U.S. dollars, with all payments hereunder to be made in U.S. dollars. Subscription Fees are non-refundable and non-creditable, except as expressly set forth in Sections 2.3 (Modification of the Services) and 8.3 (Termination for Cause). If the payment method selected on the applicable Subscription Documentation is credit card, ACH, or direct debit, Client authorizes Podium to charge the Subscription Fees automatically, on an auto-renew

basis on your Subscription Start Date (as defined below) for each subsequent Subscription Term. For the avoidance of doubt, all additional Subscription Fees for additional Services accessed by Client will be billed when the Service is first accessed by Client and automatically, on an auto-review basis on Client's existing Subscription Start Date. The Subscription will continue unless and until you or Podium terminate your Subscription in accordance with Section 8. You must cancel your Subscription before it renews in order to avoid billing of the next periodic Subscription Fees to your account. If Client elects to pay by credit card, then you are responsible for both (a) enabling auto-recharge on your account and (b) ensuring that your account has a sufficient positive balance to cover all Fees when due. Should Podium be unable to process/receive the Fees when due and owing, payment shall be considered overdue. Podium shall have the right to charge interest on all overdue amounts at the annual rate of 12%, compounded monthly, or the maximum lawful amounts, whichever is less. Additionally, after payment becomes overdue, Podium shall have the right to immediately suspend Client's access to the Services and/or seek to enforce Client's payment obligations including through the use of third-party services.

7.3. Taxes. Podium's Fees are exclusive of all taxes, and Client must pay any applicable taxes or levies, whether domestic or foreign, other than taxes based on the income of Podium. Client will make tax payments to Podium to the extent amounts are included on Podium's invoices.

7.4. Annual Fee Increase. Podium reserves the right to increase Fees for any Services, upon sixty (60) days' prior written notice, effective on the start date of your subsequent Subscription Term.

8. TERM AND TERMINATION.

8.1. Term. This Agreement is effective until the applicable Subscription Term for the Services has expired or the Subscription is terminated as expressly permitted herein. Unless otherwise stated in Client's Subscription Documentation, the initial term for any Subscription to the Services is twelve (12) months and will automatically renew for subsequent periods of equal duration (the "Subscription Term"), unless either party gives written notice of non-renewal at least thirty (30) days before the end of the then-current Subscription Term. Client may give notice of non-renewal by sending an email to support@podium.com. If no Subscription start date is specified on the applicable Subscription Documentation, the Subscription starts when Client first obtains access to the Services ("Subscription Start Date"). By agreeing to any Subscription Documentation, Client is agreeing to pay applicable fees for the entire Subscription Term. Client cannot cancel or terminate a Subscription Term except as expressly permitted by Section 8.3 (Termination for Cause).

8.2. Suspension of Services. Podium may suspend Client's access to the Services if: (a) Client's account is overdue or (b) Client has exceeded its Scope of Use limits. Podium may also suspend Client's access to the Services, remove Client Data or disable Third-Party Products if it determines that: (i) Client has breached Sections 3 (Use Rights; Restrictions) or 5 (Client Obligations); or (ii) suspension is necessary to prevent harm or liability to other Clients or third parties or to preserve the security, stability, availability or integrity of the Services. Podium will have no liability for taking action as permitted above. For avoidance of doubt, Client will remain responsible for payment of Fees during any suspension period. Unless this Agreement has been terminated, Podium will cooperate with Client to restore access to the Services once it verifies that Client has resolved the condition requiring suspension.

8.3. Termination for Cause. Either party may terminate this Agreement, including any related Subscription Documentation, if the other party: (a) fails to cure any material breach of this Agreement

(including a failure to pay fees) within thirty (30) days after written notice detailing the breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter). If Client terminates during the Subscription Term for any reason other than the foregoing, Client will be responsible for the Fees due for the entire Subscription Term. Podium may also terminate this Agreement or any related Subscription Documentation immediately if Client breaches Sections 3 (Use Rights; Restrictions) or 5 (Client Obligations), for repeated violations of other Sections of this Agreement, or if applicable, a breach of the parties' BAA.

8.4. Effect of Termination. Upon any expiration or termination of this Agreement or any Subscription Documentation: (a) Client's license rights will terminate and it must immediately cease use of the Services (including any related Podium Technology) and delete (or, at Podium's request, return) any and all copies of any Podium documentation, scripts, passwords or access codes and any other Podium Confidential Information in Client's possession, custody or control and (b) Client's right to access any Client Data in the applicable Services will cease, and unless otherwise precluded by a BAA, Podium may delete any such data in its possession at any time. If Podium terminates this Agreement for cause as provided in Section 8.3 (Termination for Cause), any payments for the remaining portion of the Subscription Term will become due and must be paid immediately by Client. Except where this Agreement specifies an exclusive remedy, all remedies under this Agreement, including termination or suspension, are cumulative and not exclusive of any other rights or remedies that may be available to a party.

8.5. Survival. The following Sections survive any expiration or termination of this Agreement: 1 (Definitions); 3 (Use Rights; Restrictions); 4 (Client Data); 7 (Fees and Payment); 8 (Term and Termination); 9 (Confidential Information); 10 (Podium Technology); 11 (Third-Party Products and Integrations); 12 (Indemnification); 13 (Disclaimers); 14 (Limitations of Liability); 15 (Dispute Resolution); and 16 (General).

9. CONFIDENTIAL INFORMATION.

9.1. Obligation of Confidentiality. Except as otherwise expressly permitted in this Agreement, each party (as the receiving party) must: (a) hold in confidence and not disclose the other party's Confidential Information to third parties; and (b) use the other party's Confidential Information only as necessary to fulfill its obligations and exercise its rights under this Agreement. Each party may share the other party's Confidential Information with its employees, agents, contractors or subcontractors having a legitimate need to know (which, for Podium, includes the subcontractors referenced in Section 16.4), provided that such party remains responsible for any recipient's compliance with the terms of this Section 9 and these recipients are bound to confidentiality obligations no less protective than this Section.

9.2. Exclusions. These confidentiality obligations do not apply to (and Confidential Information does not include) information that: (a) is or becomes public knowledge through no fault of the receiving party; (b) was known by the receiving party prior to receipt of the Confidential Information; (c) is rightfully obtained by the receiving party from a third party without breach of any confidentiality obligation; or (d) is independently developed by the receiving party without using the disclosing party's Confidential Information. A party may also disclose the other party's Confidential Information to the extent required

by law or court order, provided it gives advance notice (if permitted by law) and cooperates in any effort by the other party to obtain confidential treatment for the information.

9.3. Remedies. The parties acknowledge that disclosure of Confidential Information may cause substantial harm for which damages alone may be an insufficient remedy, and so upon breach of this Section each party is entitled to seek appropriate equitable relief in addition to any other remedies it may have at law.

10. PODIUM TECHNOLOGY.

10.1. Ownership and Updates. By accepting this Agreement, Client acknowledges that it is obtaining only a limited right to use the Services and irrespective of any use of the words "purchase", "sale" or similar terms, no ownership rights are transferred to Client under this Agreement and, except as expressly permitted by such limited right, Client may not make any use of Podium Technology. Client agrees that Podium (or its suppliers) exclusively retains all rights, title and interest (including all intellectual property rights) in and to all Services, products, any and all related documentation, software, technology, code, know-how, logos, trademarks, service marks, and templates (including in any reports or output obtained from the Services), anything delivered as part of support, materials or other services, and any updates, modifications or derivative works of any of the foregoing, including as may incorporate any Feedback (as defined below) ("Podium Technology") provided by Podium (which is deemed Podium's Confidential Information) and reserves any licenses not specifically granted herein. Furthermore, Podium exclusively owns and reserves all right, title, and interest in and to Podium's Confidential Information and any data, in anonymized or aggregated form that does not identify you, any end users, or any natural person, generated or derived from the use or operation of the Services, including volumes, frequencies, bounce rates, and performance results for the Services. The Services are offered as an on-line, hosted product. Accordingly, Client acknowledges and agrees that it has no right to obtain a copy of the software behind any Services and that Podium at its option may make updates, bug fixes, modifications or improvements to the Services from time-to-time.

10.2. Feedback. If Client elects to provide any suggestions, comments, improvements, information, ideas or other feedback or related materials to Podium (collectively, "Feedback"), Client hereby grants Podium a worldwide, perpetual, non-revocable, sublicensable, royalty-free right and license to use, copy, disclose, license, distribute and exploit any such Feedback in any manner without any obligation, payment or restriction based on intellectual property rights or otherwise. Nothing in this Agreement limits Podium's right to independently use, develop, evaluate or market products, whether incorporating Feedback or otherwise.

11. THIRD-PARTY PRODUCTS AND INTEGRATIONS

Podium may make arrangements with third-party providers, or facilitate Client making arrangements with third-party providers, that provide products or services in connection with the Services described in this Agreement. If Client elects to use applications, integrations, add-ons, software, code, online services, systems and other products not developed by Podium ("Third-Party Products") in connection with or otherwise made available through the Services, those products may make Third-Party Content available to Client and may access Client's instance of the Services, including Client Data. Client agrees and acknowledges that use of such Third-Party Products may require Client to enter into separate terms and conditions with such third-party. Podium is not a party to any such terms and will not be liable

thereunder. Podium does not warrant or support Third-Party Products or Third-Party Content (whether or not these items are designated by Podium as "powered", "verified" or otherwise) and disclaims all responsibility and liability for these items and their access to the Services, including their modification, deletion, disclosure or collection of Client Data. Podium is not responsible in any way for Client Data once it is transmitted, copied or removed from the Services.

12. INDEMNIFICATION

12.1. Indemnification by Client. Client will indemnify and hold harmless Podium and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the "Podium Entities") from and against any third-party claims and related costs, damages, liabilities and expenses (including reasonable attorney's fees) arising from or pertaining to: (a) your unauthorized use of, or misuse of, the Services; (b) your violation of any applicable law or third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; (c) any dispute or issue between you and any third party (including your Customers); (d) any demand, dispute or issue (including without limitation fee disputes) between you and your Payment Processor (as defined in the applicable Additional Terms); (e) any Client Data; (f) Podium's use, as contemplated in this Agreement, of any information provided to Podium by you or your Customers; (g) breach or alleged breach of this Agreement, including Client's Warranties and Obligations; (h) any claim of a governmental entity or other party that you have violated any law, rule, or regulation; or, (i) if applicable, alleged breach or breach of Client's obligations contained in the BAA. Client also agrees to defend the Podium Entities against these claims at Podium's request, but Podium may participate in any claim through counsel of its own choosing and the parties will reasonably cooperate on any defense. In the event Podium assumes exclusive defense of such claims, Client agrees to cooperate with our defense of any such claims. Client must not settle any claim without Podium's prior written consent if the settlement does not fully release Podium from liability or would require Podium to admit fault, pay any amounts or take or refrain from taking any action.

12.2. Indemnification by Podium. Podium will indemnify and hold Client harmless from and against any third-party claims and related costs, damages, liabilities and expenses (including reasonable attorney's fees) arising from or pertaining to (i) Podium's gross negligence or willful misconduct; or (ii) Podium's infringement, misappropriation or violation of a third party's intellectual property rights. Podium also agrees to defend Client against these claims at Client's request, but Client may participate in any claim through counsel of its own choosing and the Parties will reasonably cooperate on any defense. Podium must not settle any claim without Client's prior written consent if the settlement does not fully release Client from liability or would require Client to admit fault, pay any amounts or take or refrain from taking any action.

13. DISCLAIMERS

13.1. EXCEPT AS PROVIDED EXPRESSLY HEREIN, ALL PODIUM TECHNOLOGY AND RELATED SERVICES, MATERIALS AND CONTENT AVAILABLE THROUGH THE PODIUM TECHNOLOGY ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. NEITHER PODIUM NOR ITS SUPPLIERS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. PODIUM MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT PODIUM TECHNOLOGY WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, THAT CLIENT DATA WILL BE ACCURATE, COMPLETE OR

PRESERVED WITHOUT LOSS, OR THAT PODIUM TECHNOLOGY WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, AND PODIUM DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. PODIUM WILL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY CLIENT PROPERTIES, THIRD-PARTY PRODUCTS, THIRD-PARTY CONTENT, OR NON-PODIUM SERVICES (INCLUDING FOR ANY DELAYS, INTERRUPTIONS, TRANSMISSION ERRORS, SECURITY FAILURES, AND OTHER PROBLEMS CAUSED BY THESE ITEMS), FOR THE COLLECTION, USE AND DISCLOSURE OF CLIENT DATA AUTHORIZED BY THIS AGREEMENT, OR FOR DECISIONS OR ACTIONS TAKEN (OR NOT TAKEN) BY CLIENT BASED UPON PODIUM TECHNOLOGY OR PODIUM'S RELATED SERVICES (INCLUDING CHANGES TO CLIENT PROPERTIES). THE DISCLAIMERS IN THIS SECTION WILL APPLY TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN. CLIENT MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, ANY STATUTORILY REQUIRED WARRANTIES UNDER APPLICABLE LAW, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD AND MAXIMUM EXTENT PERMITTED BY LAW.

13.2. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICES OR PODIUM ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY OF THE PODIUM ENTITIES OR THE SERVICES THAT IS NOT EXPRESSLY STATED IN THESE TERMS. PODIUM DOES NOT PROVIDE ITS CLIENTS WITH LEGAL ADVICE REGARDING DATA PRIVACY OR COMPLIANCE WITH RELEVANT LAW IN ANY JURISDICTION, AND ANY STATEMENTS MADE BY PODIUM TO ITS CLIENT(S) DOES NOT CONSTITUTE LEGAL ADVICE. USE OF THE SERVICES DOES NOT GUARANTEE COMPLIANCE WITH APPLICABLE LAWS IN ANY JURISDICTION.

14. LIMITATIONS OF LIABILITY

TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL PODIUM OR ITS SUPPLIERS BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, LOST PROFITS, COSTS OF DELAY, REPUTATIONAL HARM, OR ANY INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED, EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PODIUM'S OR ITS SUPPLIERS' TOTAL LIABILITY EXCEED IN AGGREGATE THE AMOUNT ACTUALLY PAID BY CLIENT TO PODIUM FOR THE APPLICABLE SERVICE(S) OR RELATED SERVICE(S) IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. FOR FREE ACCESS SUBSCRIPTIONS OR BETA RELEASES PROVIDED WITHOUT CHARGE, PODIUM'S TOTAL LIABILITY WILL NOT EXCEED IN AGGREGATE FIFTY U.S. DOLLARS (\$50.00 US). NOTWITHSTANDING THE FOREGOING, NONE OF THE LIMITATIONS IN THIS SECTION 14 EXCLUDES EITHER PARTY'S LIABILITY FOR FRAUD OR FOR DEATH OR PERSONAL INJURY TO THE EXTENT CAUSED BY A PARTY'S NEGLIGENCE. IN ADDITION, THE LAWS IN SOME JURISDICTIONS MAY NOT ALLOW SOME OF THE LIMITATIONS OF LIABILITY IN THIS SECTION. IF ANY OF THESE LAWS IS FOUND TO APPLY TO THIS AGREEMENT, THIS SECTION 14 WILL APPLY TO THE MAXIMUM EXTENT NOT PROHIBITED BY SUCH LAW. EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS SECTION 14 IS A FUNDAMENTAL BASIS OF THE BARGAIN AND A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES AND WILL SURVIVE AND APPLY TO ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY PODIUM TECHNOLOGY OR ANY RELATED SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ANY LIMITED REMEDY IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL

ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 14 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

15. DISPUTE RESOLUTION.

If a dispute arises between the parties related to this Agreement or the Services provided therefrom, and the dispute cannot be settled through informal negotiations, the parties agree to resolve their dispute (referred to herein as "Claim(s)") as follows:

15.1. Mediation. The parties agree to participate in mediation to settle their Claims in accordance with the rules and procedures found in Utah Code § 78B-10-101 et seq. (Utah Uniform Mediation Act and referred to as "UUMA") and this Agreement before a party can file a judicial action, whether in a court of law, an administrative body, government agency, or otherwise. If there are any conflicting provisions between UUMA and this Agreement, the provisions in this Agreement will govern.

15.1.1. Notice. Mediation must be conducted within sixty (60) days from a party receiving written notice of Claims from a complaining party. The notice must contain a detailed description of the nature of the Claims and the requested relief sought.

15.1.2. Mediator Selection and Mediator Fees. A neutral mediator will be selected as mutually agreed upon by the parties. The mediator's fees and costs will be paid to the mediator at the end of mediation, with both parties equally sharing the mediation costs and paying their own legal fees and costs.

15.1.3. Location. Mediation will occur in Salt Lake City, Utah.

15.2. Judicial Action. If the parties are unable to resolve the Claim pursuant to the mandatory mediation referenced above (or if one of the parties refuses to participate in the mandatory mediation or fails to respond to a complaining party's request for mediation), the parties may subsequently file a judicial action.

15.3. Disputes Not Subject to the Mediation Process. The following claims or actions are not subject to the mandatory mediation provisions of this Section 15:

15.3.1. A request for an order of injunctive relief and any related incidental damages;

15.3.2. A request for an order to prevent the disclosure of or misuse of Confidential Information or Trade Secrets; and/or

15.3.3. Enforcement of Client's payment obligations as set forth under Section 7.

16. GENERAL.

16.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement without the advance written consent of the other party, except that Podium may assign this Agreement without consent to an affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 16.1 will be null and void.

16.2. Notices. Any notice or communication to Podium under this Agreement must be in writing. Client must send any notices under this Agreement (including breach notices) to [Podium Headquarters](#) and include "Attn. Legal Department" in the subject line. Podium may send notices to the e-mail addresses on Client's account or, at Podium's option, to Client's last-known postal address. Podium may also provide operational notices regarding the Services or other business-related notices through conspicuous posting of such notice on Podium's website or the Services. Each party hereby consents to receipt of electronic notices and agrees that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing. Podium is not responsible for any automatic filtering Client or its network provider may apply to email notifications.

16.3. Publicity. Unless otherwise specified in the applicable Subscription Documentation, Podium may use Client's name, logo and marks to identify Client as a Podium Client on Podium's website and other marketing materials.

16.4. Subcontractors. Podium may use subcontractors and permit them to exercise the rights granted to Podium in order to provide the Services and related services under this Agreement.

16.5. Subpoenas. Nothing in this Agreement prevents Podium from disclosing Client Data to the extent required by law, subpoenas, or court orders, but Podium will use commercially reasonable efforts to notify Client where permitted to do so.

16.6. Independent Contractors. The parties to this Agreement are independent contractors, and this Agreement does not create a partnership, joint venture, employment, franchise or agency relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

16.7. Force Majeure. Neither party will be liable for any delay or failure to perform its obligations under this Agreement (except payment obligations) if the delay or failure is due to causes beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, natural disaster, disruption in transportation systems, disruption of labor force, national or state emergency, epidemic, pandemic, communicable disease outbreak, failure or reduction of power or telecommunications or data networks or services, or government act or order.

16.8. Amendments; Waivers. Podium may update or modify these Terms (including the Additional Terms and any referenced policies and other documents) from time to time by posting a revised version on the Website or Services or by notification via the email associated with your account. If a change to these Terms materially modifies your rights or obligations, you may be required to click through the updated Terms to show acceptance and to continue to use the Services. Material modifications are effective upon the earlier of your acceptance of the modified Terms or upon your next subsequent Subscription Term. Immaterial modifications will become effective upon posting or notification, and continued use of the Services or Website, following the update, will constitute acceptance of the updated Terms. If Client does not agree to the updated Terms, Client will no longer have the right to use the Services. Except as otherwise described in this Section, any modification or amendment to this Agreement must be made in writing and signed by a duly authorized representative of each party (each in its discretion). No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement. No waiver of any provision of this Agreement will constitute a waiver of any other provision, whether or not similar,

nor will any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement will not operate as a waiver of such provision or any other provision or of the right to enforce such provision or any other provision. Waivers must be made in writing and executed by a duly authorized representative of the waiving party.

16.9. Headings. The headings used in this Agreement are for ease of reference only. They are not intended as a complete re-statement of the matters contained under each heading, and you acknowledge that you have read and understand all the text of this Agreement, and not just the headings.

16.10. Severability. If any provision of this Agreement is found by any court of competent jurisdiction to be unenforceable, void or invalid, that provision will be limited to the minimum extent necessary so that this Agreement may otherwise remain in effect, and all other provisions remain in full effect.

16.11. No Third-Party Rights. Nothing in this Agreement confers on any third party the right to enforce any provision of this Agreement. Client acknowledges that each Subscription only permits use by and for the legal entity or entities identified in the Subscription Documentation and not any affiliates. Furthermore, Client's affiliates are not permitted to use the Services under these Terms unless an affiliate agrees to these Terms individually and creates its own account.

16.12. Attorneys' Fees and Costs. The substantially prevailing party in any action to enforce this Agreement will be entitled to recover its reasonable attorneys' fees and costs for the action.

16.13. Entire Agreement. This Agreement, including these Terms and any applicable Subscription Documentation, represents the parties' complete and exclusive understanding relating to the Agreement's subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Podium Technology or any other subject matter covered by this Agreement. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement regardless of when or where adopted. Any terms provided by Client (including as part of any purchase order or other business form used by Client) are for administrative purposes only, and have no legal effect.

16.14. Counterparts; Electronic Transmission. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one and the same instrument. A facsimile or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties hereto by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery will be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

16.15. Governing Law; Jurisdiction and Venue. This Agreement is governed by the laws of the State of Utah and the United States, without regard to choice or conflict of law rules thereof. The exclusive jurisdiction and venue for actions related to the subject matter of this Agreement will be the state courts located in Salt Lake County or Utah County, Utah or the United States District Court for the District of Utah, and both parties submit to the personal jurisdiction of these courts.

16.16. Notice to California Residents. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Services or to receive further information regarding use of the Services.

16.17. Notice Regarding Apple. This Section 16.17 only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and Podium only, not with Apple Inc. ("Apple"), and Apple is not responsible for the Services or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Services. If the Services fail to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Services. Apple is not responsible for addressing any claims by you or any third party relating to the Services or your possession and/or use of the Services, including: (a) product liability claims; (b) any claim that the Services fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that the Services and/or your possession and use of the Services infringe a third party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Services. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

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MEMORANDUM

December 10, 2021

To: Santaquin City Mayor and City Council
From: Norm Beagley, MPA, P.E. Assistant City Manager
RE: Summit Ridge Pressure Irrigation Tank and Pipeline

Mayor and Council Members,

The design for the much needed Summit Ridge pressure irrigation tank and for the first segment of the pipeline are now complete.

We very much appreciate VanCon's help on the design phase of the tank, pipeline, and booster pump station project. Their input has been helpful to understand and overcome possible construction challenges as well as helping us understand how best to keep construction costs down.

VanCon's proposed Guaranteed Maximum Price (GMP) for the tank and the first segment of the pipeline is \$4,678,396.11.

For your information, the total overall funding for the tank, pipeline, and booster pump station is \$7,100,000. This funding is from the bond that was issued last week. Therefore, there is sufficient funding for the tank and this first pipeline segment to move forward. It is anticipated that the tank and this segment of the pipeline will be constructed and available for use early in the 2022 irrigation season. The remaining pipeline segments and the booster pump station are still under final design and will come to you for your consideration in a future proposed GMP to will be constructed later in the 2022 irrigation season.

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

Staff Recommendation:

Staff recommends approval of a GMP for the VanCon CM/GC contract to construct the pressure irrigation tank and the first segment of the pipeline.

Recommended Motion:

Motion to approve a GMP in an amount not to exceed \$4,678,396.11 for the VanCon CM/GC contract to construct the tank and first segment of the pipeline.

GMP Santaquin Zone 11 West Tank, 16 Inch Pipeline to the South, Altitude Valve

VanCon Inc.

1825 North Mountain Springs Pkwy
Springville, UT 84663

Contact: Clint Bastian

Phone: 801-491-8898

Fax: 801-491-8883

Quote To: Santaquin City
Attn Norm Beagley

Phone:

Fax:

Job Name:

Santaquin Zone 11 West

Date of Plans:

12-8-21

Revision Date:

"We Dig UTAH!"

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1.00	LS	170,000.00	170,000.00
2	Pipeline	1.00	LS	675,000.00	675,000.00
3	Tank	1.00	LS	1,693,000.00	1,693,000.00
4	Tank Backfill Import Material	1.00	LS	266,000.00	266,000.00
5	Altitude Valve Vault	1.00	LS	72,000.00	72,000.00
6	Electrical/SCADA/Instrumentation Budget Tank Area	1.00	LS	50,000.00	50,000.00
7	24 & 16 Inch Pipe & Valve Materials PO #1	1.00	LS	1,255,964.56	1,255,964.56
8	DIP Fitting PO #2	1.00	LS	83,725.99	83,725.99
9	Markup 7%	1.00	LS	298,598.34	298,598.34
10	Contingency 2.5%	1.00	LS	114,107.22	114,107.22

GRAND TOTAL

\$4,678,396.11

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	MH/Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
BID ITEM = 100 CLIENT# = 1											
Description =	Mobilization		Unit =	LS	Takeoff Quan:			1.000	Engr Quan:		1.000
1000.100	GR General Requirements		Quan:	1.00 LS	Hrs/Shft:	10.00	Cal:	510	WC:	8227	
9GR	General Requirements	1.00	1.00 LS		5,000.000			5,000			**Unreviewed 5,000
1010.100	Bonds/Permits		Quan:	1.00 LS	Hrs/Shft:	10.00	Cal:	510	WC:	8810	
9PERMITS	Permits	1.00	1.00 LS		1,000.000			1,000			**Unreviewed 1,000
1215.100	TF Temporary Facilites/Security		Quan:	16.00 MON	Hrs/Shft:	10.00	Cal:	510	WC:	6217	
9OFFICE	Office Trailer & Utilties	1.00	12.00 MO		250.000			3,000			**Unreviewed 3,000
9SECURITY	Security	1.00	1.00 LS	1.0000	1,000.000			1,000			1,000
\$4,000.00					[]			4,000			4,000
1220.100	TD Toilet/Dumpster		Quan:	12.00 MO	Hrs/Shft:	10.00	Cal:	510	WC:	8227	
9TT07	Temp Toilets	2.00	24.00 MO		100.000			2,400			**Unreviewed 2,400
9TT08	Dumpster	2.00	12.00 MO		195.000			2,340			2,340
\$4,740.00					[]			4,740			4,740
1230.150	T Transporting		Quan:	225.00 HR	Hrs/Shft:	10.00	Cal:	510	WC:	5516	
<u>MTC</u>	Transporting Crew		225.00 CH		Prod:	10.0000 US	Lab Pcs:	1.00	Eqp Pcs:	1.00	**Unreviewed
8TLB	Lowboy Truck	1.00	225.00 HR		146.010			32,852			32,852
FD	Foreman Driver	1.00	225.00 MH		31.000	10,371					10,371
\$43,222.86	1.0000 MH/HR		225.00 MH		[34.1]	10,371		32,852			43,223
1510	S Surveying		Quan:	180.00 HR	Hrs/Shft:	10.00	Cal:	510	WC:	5606	
<u>SC</u>	Survey Crew		180.00 CH		Prod:	10.0000 US	Lab Pcs:	2.00	Eqp Pcs:	2.00	**Unreviewed
8MSUR	Survey Equipment	1.00	180.00 HR		30.000			5,400			5,400
8TPU	Pickup Trucks	1.00	180.00 HR		23.710			4,268			4,268
CAD	Draftsman	1.00	180.00 MH		40.000	10,764					10,764
PM	Project Manger	1.00	180.00 MH		75.000	19,236					19,236
\$39,667.80	2.0000 MH/HR		360.00 MH		[126.5]	30,000		9,668			39,668
1520	TEST Testing		Quan:	1.00 LS	Hrs/Shft:	10.00	Cal:	510	WC:	8227	
4TST	Testing Subcontractor	1.00	1.00 LS		18,575.000				18,575		**Unreviewed 18,575
1530	ENG Engineering		Quan:	1.00 LS	Hrs/Shft:	10.00	Cal:	510	WC:	5606	
9ENG	Engineering	1.00	1.00 LS	1.0000	4,200.000			4,200			**Unreviewed 4,200
1930	MC Misc. Cleanup		Quan:	100.00 HR	Hrs/Shft:	10.00	Cal:	510	WC:	6217	
<u>PWWS</u>	Water/Irrig Service Crew		100.00 CH		Prod:	10.0000 US	Lab Pcs:	2.00	Eqp Pcs:	2.50	**Unreviewed
8EXMINI	Mini Series Trackhoe	1.00	100.00 HR		86.300			8,630			8,630
8LSL	Skid Loader	0.50	50.00 HR		66.750			3,338			3,338
8TPU	Pickup Trucks	1.00	100.00 HR		23.710			2,371			2,371
FP	Foreman Pipe	1.00	100.00 MH		38.000	8,984					8,984
PL	Pipelaye Lead	1.00	100.00 MH		26.000	7,305					7,305
\$30,627.94	2.0000 MH/HR		200.00 MH		[70.4]	16,289		14,339			30,628
1940	PL Punch List Work		Quan:	100.00 HR	Hrs/Shft:	10.00	Cal:	510	WC:	6217	
<u>PF1</u>	Pipe Fitting No Machine		100.00 CH		Prod:	10.0000 US	Lab Pcs:	2.00	Eqp Pcs:	1.00	**Unreviewed

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit MH/Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
BID ITEM = 100 CLIENT# = 1										
Description =	Mobilization		Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
8TPU	Pickup Trucks	1.00	100.00 HR	23.710				2,371		2,371
FP	Foreman Pipe	1.00	100.00 MH	38.000	8,984					8,984
PL	Pipelay Lead	1.00	100.00 MH	26.000	7,305					7,305
\$18,660.44	2.0000 MH/HR		200.00 MH	[70.4]	16,289			2,371		18,660
=====> Item Totals: 100 - Mobilization										
\$169,694.04	985.0000 MH/LS		985.00 MH	[44522.5]	72,949		18,940	59,230	18,575	169,694
169,694.040	1 LS				72,949.49		18,940.00	59,229.55	18,575.00	169,694.04

PARENT ITEM = 200 CLIENT# = 2										
Description =	Pipeline		Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000

Listing of Sub-Biditems of Parent Item 200:

BID ITEM = 300										
Description =	16" DIP Transmission Line		Unit =	LF	Takeoff Quan:		2,982.000	Engr Quan:		0.000

2400	IPL Furnish 16" Pipe & Fittings		Quan:	1.00 LS	Hrs/Shft:	10.00	Cal: 510	WC: 6229		
21622	16" MJ 22.5 Be@106.75%	1.00	13.00 EA	1.000		14				14
21690	16" MJ 90 Bend@106.75%	1.00	1.00 EA	1.000		1				1
216902	16" Flg 90 Ben@106.75%	1.00	1.00 EA	1.000		1				1
216BELLRESTR	16" Bell Resta@106.75%	1.00	41.00 EA	352.160		15,413				15,413
216DIP	16" DIP Pipe@106.75%	1.00	2,988.00 LF	1.000		3,190				3,190
216MLD	16" Megalug DI@106.75%	1.00	35.00 EA	1.000		37				37
216SFP10	16" Flg x PE S@106.75%	1.00	1.00 EA	2,945.620		3,144				3,144
216SL	16" MJ Sleeve@106.75%	1.00	1.00 EA	831.400		888				888
216T2	16" Flg Tee@106.75%	1.00	1.00 EA	1.000		1				1
2FMG	FM Grease@106.75%	1.00	1.00 EA	279.190		298				298
2PIPELUBE	Pipe Lube@106.75%	1.00	1.00 LS	19.290		21				21
2POLYS	Polywrap - 20@106.75%	1.00	7.00 EA	322.980		2,413				2,413
2TW	Tracer Wire@106.75%	1.00	3,000.00 LF	0.380		1,217				1,217
2VB	Valve Box Asse@106.75%	1.00	3.00 EA	149.310		478				478
2VBKX	Valve Box Key @106.75%	1.00	3.00 EA	50.000		160				160
2VBR	Valve Box Rise@106.75%	1.00	3.00 EA	30.000		96				96
3MISCP	Miscellaneous @106.75%	1.00	1.00 LS	5,000.000			5,338			5,338
\$32,710.20				[]		27,373	5,338			32,710

3000	CNC 16" Pipe Encasement Materials / Thru		Quan:	1.00 LS	Hrs/Shft:	10.00	Cal: 510	WC: 5213		
2C6	Concrete 6-Bag@106.75%	1.00	20.00 CY	160.000		3,416			**Unreviewed	3,416
2CKL	Thrust Block, @106.75%	1.00	14.00 EA	200.000		2,989				2,989
3FORMS	Concrete Form @106.75%	1.00	20.00 CY	40.000			854			854
\$7,259.00				[]		6,405	854			7,259

2400.1	IPL 16" DIP L&E avg depth to inv = 7.2'		Quan:	2,982.00 LF	Hrs/Shft:	10.00	Cal: 510	WC: 6217		
<u>PWPL</u>	Water Pipe Laying Crew		100.00 CH	Prod:	298.2000 US	Lab Pcs:	4.00	Eqp Pcs:	8.50	
8EX200	200 Series Trackhoe	1.00	100.00 HR	141.020				14,102		14,102
8EX300	300 Series Trackhoe	1.00	100.00 HR	182.620				18,262		18,262
8L70	70 Series Loader	0.50	50.00 HR	104.600				5,230		5,230
8MCW	Compaction Wheel	1.00	100.00 HR	48.280				4,828		4,828
8MGB	Gravel Bin	1.00	100.00 HR	36.110				3,611		3,611
8MTB	Trench Boxes	1.00	100.00 HR	6.750				675		675
8MTP	Trench Plates	1.00	100.00 HR	1.500				150		150
8TPU	Pickup Trucks	2.00	200.00 HR	23.710				4,742		4,742

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit MH/Unit	Unit Cost	Perm Labor	Constr Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
BID ITEM = 300										
Description =	16" DIP Transmission Line		Unit =	LF	Takeoff Quan:	2,982.000		Engr Quan:		0.000
FP	Foreman Pipe	1.00	100.00 MH	38.000	8,984					8,984
OP	Operator	1.00	100.00 MH	27.000	7,694					7,694
PI	Pipelay	1.00	100.00 MH	24.000	7,046					7,046
PL	Pipelay Lead	1.00	100.00 MH	26.000	7,305					7,305
\$82,629.67	0.1341 MH/LF		400.00 MH	[4.242]	31,030			51,600		82,630
2400.2 IPL 16" Fittings L&E Quan: 59.00 EA Hrs/Shft: 10.00 Cal: 510 WC: 6217										
PF	Pipe Fitting Crew Large		84.28 CH	Prod:	7.0000 US	Lab Pcs:	3.00	Eqp Pcs:	2.00	
8EX200	200 Series Trackhoe	1.00	84.29 HR	141.020			11,887			11,887
8TPU	Pickup Trucks	1.00	84.29 HR	23.710			1,999			1,999
FP	Foreman Pipe	1.00	84.29 MH	38.000	7,573					7,573
PI	Pipelay	1.00	84.29 MH	24.000	5,939					5,939
PL	Pipelay Lead	1.00	84.29 MH	26.000	6,158					6,158
\$33,554.75	4.2859 MH/EA		252.87 MH	[138.293]	19,670			13,885		33,555
2400.3 IPL Connect to Existing L&E Quan: 2.00 EA Hrs/Shft: 10.00 Cal: 510 WC: 6217										
PF	Pipe Fitting Crew Large		30.00 CH	Prod:	0.6667 US	Lab Pcs:	3.00	Eqp Pcs:	2.00	
8EX200	200 Series Trackhoe	1.00	30.00 HR	141.020			4,231			4,231
8TPU	Pickup Trucks	1.00	30.00 HR	23.710			711			711
FP	Foreman Pipe	1.00	30.00 MH	38.000	2,695					2,695
PI	Pipelay	1.00	30.00 MH	24.000	2,114					2,114
PL	Pipelay Lead	1.00	30.00 MH	26.000	2,192					2,192
\$11,942.62	45.0000 MH/EA		90.00 MH	[1452]	7,001			4,942		11,943
3000.1 CNC 16" Pipe Encasement L&E Quan: 20.00 CY Hrs/Shft: 10.00 Cal: 510 WC: 6217										
CF3	Concrete Foreman + 3 Guys		20.00 CH	Prod:	10.0000 US	Lab Pcs:	4.00	Eqp Pcs:	2.00	**Unreviewed
8TPU	Pickup Trucks	2.00	40.00 HR	23.710			948			948
FC	Foreman Concrete	1.00	20.00 MH	36.000	1,649					1,649
LC	Concrete Laborer	3.00	60.00 MH	26.000	4,005					4,005
\$6,603.02	4.0000 MH/CY		80.00 MH	[125.4]	5,655			948		6,603
2610 PT Pressure Test Quan: 50.00 HR Hrs/Shft: 10.00 Cal: 510 WC: 6319										
PT	Pressure Testing Crew		50.00 CH	Prod:	10.0000 US	Lab Pcs:	2.00	Eqp Pcs:	1.75	**Unreviewed
8PTP	Trash Pumps	0.50	25.00 HR	27.595			690			690
8TPU	Pickup Trucks	1.00	50.00 HR	23.710			1,186			1,186
8TWT	Water Truck	0.25	12.50 HR	102.890			1,286			1,286
FP	Foreman Pipe	1.00	50.00 MH	38.000	4,492					4,492
PI	Pipelay	1.00	50.00 MH	24.000	3,523					3,523
\$11,176.64	2.0000 MH/HR		100.00 MH	[68.2]	8,015			3,161		11,177
2700.150 SG Sand & Gravel Quan: 10,550.00 TON Hrs/Shft: 10.00 Cal: 510 WC: 4000										
2ABS	Bedding Sand@106.75%	1.00	3,200.00 TON	4.350		14,860				14,860
2AEF	E-Fill (6" Min@106.75%	1.00	7,350.00 TON	6.600		51,784				51,784
\$66,644.03				[]		66,644				66,644
2750.150 H Hauling Quan: 10,550.00 TON Hrs/Shft: 10.00 Cal: 510 WC: 4000										
HT	Hauling Truck & Pup Crew		422.00 CH	Prod:	250.0000 US	Lab Pcs:	1.00	Eqp Pcs:	1.00	
8TTP	Dump Truck & Pup	1.00	422.00 HR	109.700			46,293			46,293
DR	Driver	1.00	422.00 MH	28.000	32,732					32,732
\$79,025.83	0.0400 MH/TON		422.00 MH	[1.232]	32,732			46,293		79,026
2760.150 HO Haul Onsite Quan: 412.00 LOA Hrs/Shft: 10.00 Cal: 510 WC: 4000										

**Unreviewed

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	MH/Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
BID ITEM = 300											
Description =	16" DIP Transmission Line		Unit =	LF	Takeoff Quan:	2,982.000	Engr Quan:	0.000			
<u>HQ</u>	Haul Off Truck Only		274.66	CH	Prod:	15.0000 US	Lab Pcs:	1.00	Eqp Pcs:	1.00	
8TED	End Dump	1.00	274.67	HR	94.070				25,838		25,838
DR	Driver	1.00	274.67	MH	28.000	21,305					21,305
\$47,142.99	0.6666 MH/LOAD		274.67	MH	[20.534]	21,305			25,838		47,143
====> Item Totals: 300 - 16" DIP Transmission Line											
\$378,688.75	0.5431 MH/LF		1,619.54	MH	[17.132]	125,407	100,422	6,192	146,668		378,689
126.992	2982 LF					42.05	33.68	2.08	49.18		126.99

BID ITEM = 400											
Description =	16" DIP Drinking Water Line		Unit =	LF	Takeoff Quan:	50.000	Engr Quan:	0.000			

2400	IPL Furnish 16" Drinking Water Connectio				Quan:	49.00 LF	Hrs/Shft:	10.00	Cal: 510	WC: 6229	
**Unreviewed											
21690	16" MJ 90 Bend@106.75%	1.00	1.00	EA	1,291.200		1,378				1,378
216BFV2	16" Flg Butter@106.75%	1.00	3.00	EA	6,289.080		20,141				20,141
216DIP	16" DIP Pipe@106.75%	1.00	90.00	EA	52.280		5,023				5,023
216FA	16" Flange Ada@106.75%	1.00	3.00	EA	897.470		2,874				2,874
216FL	16" Flange@106.75%	1.00	1.00	EA	883.510		943				943
216SFP10	16" Flg x PE S@106.75%	1.00	1.00	EA	2,945.620		3,144				3,144
216SL	16" MJ Sleeve@106.75%	1.00	2.00	EA	831.400		1,775				1,775
216SPS	16" Sliding Pi@106.75%	1.00	1.00	EA	350.000		374				374
216SS	16" Screen@106.75%	1.00	1.00	EA	597.000		637				637
216T2	16" Flg Tee@106.75%	1.00	1.00	EA	2,683.800		2,865				2,865
2VB	Valve Box Asse@106.75%	1.00	3.00	EA	149.310		478				478
2VBKX	Valve Box Key @106.75%	1.00	3.00	EA	50.000		160				160
2VBR	Valve Box Rise@106.75%	1.00	3.00	EA	30.000		96				96
\$39,889.00					[]		39,889				39,889

2400.3	IPL Connect to Existing L&E				Quan:	1.00 LS	Hrs/Shft:	10.00	Cal: 510	WC: 6217	
<u>PF</u>	Pipe Fitting Crew Large			15.00	CH	Prod:	0.6667 US	Lab Pcs:	3.00	Eqp Pcs:	2.00
8EX200	200 Series Trackhoe	1.00	15.00	HR		141.020			2,115		2,115
8TPU	Pickup Trucks	1.00	15.00	HR		23.710			356		356
FP	Foreman Pipe	1.00	15.00	MH		38.000	1,348				1,348
PI	Pipelayer	1.00	15.00	MH		24.000	1,057				1,057
PL	Pipelayer Lead	1.00	15.00	MH		26.000	1,096				1,096
\$5,971.31	45.0000 MH/LS		45.00	MH		[1452]	3,500		2,471		5,971
**Unreviewed											

2400.1	IPL Install 16" DIP Drinking Connection				Quan:	50.00 LF	Hrs/Shft:	10.00	Cal: 510	WC: 6217		
PWPL	Water Pipe Laying Crew				20.00	CH	Prod:	25.0000 US	Lab Pcs:	4.00	Eqp Pcs:	**Unreviewed
8EX200	200 Series Trackhoe	1.50	30.00	HR		141.020				4,231		4,231
8L70	70 Series Loader	0.50	10.00	HR		104.600				1,046		1,046
8MCW	Compaction Wheel	1.00	20.00	HR		48.280				966		966
8MGB	Gravel Bin	1.00	20.00	HR		36.110				722		722
8MTB	Trench Boxes	1.00	20.00	HR		6.750				135		135
8TPU	Pickup Trucks	2.00	40.00	HR		23.710				948		948
FP	Foreman Pipe	1.00	20.00	MH		38.000	1,797					1,797
OP	Operator	1.00	20.00	MH		27.000	1,539					1,539
PI	Pipelayer	1.00	20.00	MH		24.000	1,409					1,409
PL	Pipelayer Lead	1.00	20.00	MH		26.000	1,461					1,461
\$14,253.72	1.6000 MH/LF		80.00	MH		[50.6]	6,206			8,048		14,254

7100	IMP 16" Drinking Water Tank Fill L&E	Quan:	1.00 EA	Hrs/Shft:	10.00	Cal: 510	WC: 5183	
								**Unreviewed

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity	Unit	MH/Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 400												
Description =	16" DIP Drinking Water Line			Unit =	LF	Takeoff Quan:		50.000		Engr Quan:		0.000
<u>PF12</u>	Pipe Fitting with Machine		20.00	CH	Prod:	0.5000 US	Lab Pcs:			3.00	Eqp Pcs:	2.00
8TBT	Boom Truck	1.00	20.00	HR		60.900				1,218		1,218
8TPU	Pickup Trucks	1.00	20.00	HR		23.710				474		474
FP	Foreman Pipe	1.00	20.00	MH		38.000	1,797					1,797
PL	Pipelay Lead	2.00	40.00	MH		26.000	2,922					2,922
\$6,411.15	60.0000 MH/EA		60.00	MH		[1980]	4,719			1,692		6,411
2400.2 IPL Fittings L&E												
Quan:						13.00 EA	Hrs/Shft:	10.00	Cal: 510	WC: 6217		
<u>PF</u>	Pipe Fitting Crew Large		18.57	CH	Prod:	7.0000 US	Lab Pcs:			3.00	Eqp Pcs:	2.00
8EX200	200 Series Trackhoe	1.00	18.57	HR		141.020				2,619		2,619
8TPU	Pickup Trucks	1.00	18.57	HR		23.710				440		440
FP	Foreman Pipe	1.00	18.57	MH		38.000	1,668					1,668
PI	Pipelay Lead	1.00	18.57	MH		24.000	1,309					1,309
PL	Pipelay Lead	1.00	18.57	MH		26.000	1,357					1,357
\$7,392.47	4.2853 MH/EA		55.71	MH		[138.275]	4,333			3,059		7,392
2700.150 SG Sand & Gravel												
Quan:						200.00 TON	Hrs/Shft:	10.00	Cal: 510	WC: 4000		
2ABS	Bedding Sand@106.75%	1.00	75.00	TON		4.350		348				348
2AEF	E-Fill (6" Min@106.75%	1.00	125.00	TON		6.600		881				881
\$1,228.96						[]		1,229				1,229
2750.150 H Hauling												
Quan:						200.00 TON	Hrs/Shft:	10.00	Cal: 510	WC: 4000		
<u>HT</u>	Hauling Truck & Pup Crew		8.00	CH	Prod:	250.0000 US	Lab Pcs:			1.00	Eqp Pcs:	1.00
8TTP	Dump Truck & Pup	1.00	8.00	HR		109.700				878		878
DR	Driver	1.00	8.00	MH		28.000	621					621
\$1,498.12	0.0400 MH/TON		8.00	MH		[1.232]	621			878		1,498
2760.150 HO Haul Onsite												
Quan:						7.00 LOA	Hrs/Shft:	10.00	Cal: 510	WC: 4000		
<u>HO</u>	Haul Off Truck Only		4.66	CH	Prod:	15.0000 US	Lab Pcs:			1.00	Eqp Pcs:	1.00
8TED	End Dump	1.00	4.67	HR		94.070				439		439
DR	Driver	1.00	4.67	MH		28.000	362					362
\$801.52	0.6671 MH/LOAD		4.67	MH		[20.549]	362			439		802
====> Item Totals: 400 - 16" DIP Drinking Water Line												
\$77,446.25	5.0676 MH/LF		253.38	MH		[162.996]	19,741	41,118		16,587		77,446
1,548.925	50 LF						394.83	822.36		331.74		1,548.93

BID ITEM = 500												
Description =	18" DIP Tank Overflow			Unit =	LF	Takeoff Quan:		132.000		Engr Quan:		0.000
2400 IPL Furnish 18" DIP Tank Overflow M												
Quan:						10,000.00 LS	Hrs/Shft:	10.00	Cal: 510	WC: 6229		
18GASKETSRES	18" Pipe Restraint Gaskets	1.00	6.00	EA		504.130				3,025		3,025
21810T	18" x 10" MJ T@106.75%	1.00	1.00	EA		1,787.210		1,908				1,908
21822	18" MJ 22.5 Be@106.75%	1.00	2.00	EA		1,059.480		2,262				2,262
218902	18" Flg 90 Ben@106.75%	1.00	1.00	EA		2,458.170		2,624				2,624
218BFV2	18" Flg Butter@106.75%	1.00	1.00	EA		9,188.500		9,809				9,809
218DIP	18" DIP@106.75%	1.00	126.00	LF		79.220		10,655				10,655
218FA	18" Flange Ada@106.75%	1.00	2.00	EA		1,336.500		2,853				2,853
218FL	18" flange@106.75%	1.00	1.00	EA		998.970		1,066				1,066
218FPSS	18" Flg Pack S@106.75%	1.00	7.00	EA		140.680		1,051				1,051
218MLD	18" Megalug DI@106.75%	1.00	10.00	EA		294.450		3,143				3,143

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit MH/Unit	Unit Cost	Perm Labor	Constr Material	Equip Matl/Exp	Sub- Contract	Total
BID ITEM = 500									
Description =	18" DIP Tank Overflow		Unit =	LF	Takeoff Quan:	132.000	Engr Quan:		0.000
218SF156	18" Flg Spool @106.75%	1.00	1.00 EA	4,626.050		4,938			4,938
218SF3	18" Flg Spool @106.75%	1.00	1.00 EA	2,191.750		2,340			2,340
218SFP86	18" Flg x PE S@106.75%	1.00	1.00 EA	2,489.750		2,658			2,658
218SL	18" Sleeve@106.75%	1.00	1.00 EA	1,096.520		1,171			1,171
218SS	18" Stainless @106.75%	1.00	1.00 EA	665.000		710			710
2FNW	Fabric, Non-Wo@106.75%	1.00	1.00 ROLL	656.750		701			701
2VB	Valve Box Asse@106.75%	1.00	1.00 EA	149.310		159			159
2VBKX	Valve Box Key @106.75%	1.00	1.00 EA	50.000		53			53
2VBR	Valve Box Rise@106.75%	1.00	1.00 EA	30.000		32			32
3MISCP	Miscellaneous @106.75%	1.00	1.00 LS	500.000			534		534
\$51,693.11				[]		48,135	3,559		51,693
3000 CNC Furnish 18" Pipe Encasement / Thrust Quan: 1.00 LS Hrs/Shft: 10.00 Cal: 510 WC: 5213									
2C6	Concrete 6-Bag@106.75%	1.00	20.00 CY	160.000		3,416			3,416
2CKL	Thrust Block, @106.75%	1.00	4.00 EA	200.000		854			854
3FORMS	Concrete Form @106.75%	1.00	20.00 CY	40.000			854		854
\$5,124.00				[]		4,270	854		5,124
2400.1 IPL 18" DIP Tank Overflow L&E Quan: 132.00 LF Hrs/Shft: 10.00 Cal: 510 WC: 6217									
<u>PWPL</u>	Water Pipe Laying Crew		17.50 CH	Prod:	75.4286 US	Lab Pcs:	4.00	Eqp Pcs:	8.00
8EX200	200 Series Trackhoe	1.50	26.25 HR	141.020			3,702		3,702
8L70	70 Series Loader	0.50	8.75 HR	104.600			915		915
8MCW	Compaction Wheel	1.00	17.50 HR	48.280			845		845
8MGB	Gravel Bin	1.00	17.50 HR	36.110			632		632
8MTB	Trench Boxes	1.00	17.50 HR	6.750			118		118
8MTP	Trench Plates	1.00	17.50 HR	1.500			26		26
8TPU	Pickup Trucks	2.00	35.00 HR	23.710			830		830
FP	Foreman Pipe	1.00	17.50 MH	38.000	1,572				1,572
OP	Operator	1.00	17.50 MH	27.000	1,346				1,346
PI	Pipelayer	1.00	17.50 MH	24.000	1,233				1,233
PL	Pipelayer Lead	1.00	17.50 MH	26.000	1,278				1,278
\$12,498.25	0.5303 MH/LF		70.00 MH	[16.771]	5,430		7,068		12,498
2400.2 IPL Fittings L&E Quan: 19.00 EA Hrs/Shft: 10.00 Cal: 510 WC: 6217									
<u>PF</u>	Pipe Fitting Crew Large		38.00 CH	Prod:	5.0000 US	Lab Pcs:	3.00	Eqp Pcs:	2.00
8EX200	200 Series Trackhoe	1.00	38.00 HR	141.020			5,359		5,359
8TPU	Pickup Trucks	1.00	38.00 HR	23.710			901		901
FP	Foreman Pipe	1.00	38.00 MH	38.000	3,414				3,414
PI	Pipelayer	1.00	38.00 MH	24.000	2,678				2,678
PL	Pipelayer Lead	1.00	38.00 MH	26.000	2,776				2,776
\$15,127.31	6.0000 MH/EA		114.00 MH	[193.6]	8,868		6,260		15,127
2400.3 IPL Install Rip Rap on Drain Channel - Quan: 180.00 SF Hrs/Shft: 10.00 Cal: 510 WC: 6217									
<u>PF</u>	Pipe Fitting Crew Large		5.00 CH	Prod:	360.0000 US	Lab Pcs:	3.00	Eqp Pcs:	2.00
8EX200	200 Series Trackhoe	1.00	5.00 HR	141.020			705		705
8TPU	Pickup Trucks	1.00	5.00 HR	23.710			119		119
FP	Foreman Pipe	1.00	5.00 MH	38.000	449				449
PI	Pipelayer	1.00	5.00 MH	24.000	352				352
PL	Pipelayer Lead	1.00	5.00 MH	26.000	365				365
\$1,990.43	0.0833 MH/SF		15.00 MH	[2.689]	1,167		824		1,990
3000.1 CNC 18" Pipe Encasement L&E Quan: 20.00 CY Hrs/Shft: 10.00 Cal: 510 WC: 6217									
<u>CF3</u>	Concrete Foreman + 3 Guys		10.00 CH	Prod:	20.0000 US	Lab Pcs:	4.00	Eqp Pcs:	2.00
8TPU	Pickup Trucks	2.00	20.00 HR	23.710			474		474

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	MH/Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
BID ITEM = 500											
Description =	18" DIP Tank Overflow				Unit = LF	Takeoff Quan:		132.000	Engr Quan:		0.000
FC	Foreman Concrete	1.00	10.00 MH		36.000	825					825
LC	Concrete Laborer	3.00	30.00 MH		26.000	2,003					2,003
\$3,301.51	2.0000 MH/CY		40.00 MH		[62.7]	2,827			474		3,302
2700.150 SG Sand & Gravel Quan: 60.00 TON Hrs/Shft: 10.00 Cal: 510 WC: 4000											
2ABS	Bedding Sand@106.75%	1.00	60.00 TON		4.350		279				279
2ARRL	Rip Rap (12" t@106.75%	1.00	25.00 TON		27.250		727				727
\$1,005.85					[]		1,006				1,006
2750.150 H Hauling Quan: 85.00 TON Hrs/Shft: 10.00 Cal: 510 WC: 4000											
<u>HT</u>	Hauling Truck & Pup Crew			3.40 CH	Prod:	250.0000 US	Lab Pcs:		1.00	Eqp Pcs:	1.00
8TTP	Dump Truck & Pup	1.00	3.40 HR		109.700				373		373
DR	Driver	1.00	3.40 MH		28.000	264					264
\$636.69	0.0400 MH/TON		3.40 MH		[1.232]	264			373		637
=====> Item Totals: 500 - 18" DIP Tank Overflow											
\$91,377.15	1.8363 MH/LF		242.40 MH		[58.598]	18,556	53,410	4,413	14,999		91,377
692.251	132 LF					140.57	404.62	33.43	113.63		692.25

BID ITEM = 600											
Description =	10" DIP Tank Drain				Unit = LF	Takeoff Quan:		110.000	Engr Quan:		0.000
2400 IPL Furnish Pipe Materials Quan: 1.00 LS Hrs/Shft: 10.00 Cal: 510 WC: 6229											
21022	10" MJ 22.5 Be@106.75%	1.00	2.00 EA		367.130		784				784
21090	10" MJ 90 Bend@106.75%	1.00	1.00 EA		423.850		452				452
21090FLXFLAR	10" 90 Flanged@106.75%	1.00	1.00 EA		1,126.550		1,203				1,203
210BP	10" MJ Bolt Pa@106.75%	1.00	1.00 EA		68.260		73				73
210DIP	10" DIP Pipe@106.75%	1.00	126.00 LF		52.270		7,031				7,031
210FA	10" Flange Ada@106.75%	1.00	1.00 EA		386.980		413				413
210GV	10" MJ Gate Va@106.75%	1.00	1.00 EA		1,762.080		1,881				1,881
210JTREST	10" Joint Rest@106.75%	1.00	8.00 EA		186.930		1,596				1,596
210MLD	10" Megalug DI@106.75%	1.00	12.00 EA		91.410		1,171				1,171
210SL	10" MJ Sleeve@106.75%	1.00	1.00 EA		323.470		345				345
2VB	Valve Box Asse@106.75%	1.00	1.00 EA		149.310		159				159
2VBKX	Valve Box Key @106.75%	1.00	1.00 EA		50.000		53				53
2VBR	Valve Box Rise@106.75%	1.00	1.00 EA		30.000		32				32
3MISCP	Miscellaneous @106.75%	1.00	1.00 LS		500.000			534			534
\$15,727.63					[]		15,194	534			15,728
3000 CNC Furnish 10" Pipe Encasement / Thrust Quan: 10.00 LF Hrs/Shft: 10.00 Cal: 510 WC: 5213											
2C6	Concrete 6-Bag@106.75%	1.00	5.00 CY		160.000		854				854
2CKM	Thrust Block, @106.75%	1.00	2.00 EA		150.000		320				320
3FORMS	Concrete Form @106.75%	1.00	5.00 CY		40.000			214			214
\$1,387.75					[]		1,174	214			1,388
2400.1 IPL 10" Tank Drain Quan: 110.00 LF Hrs/Shft: 10.00 Cal: 510 WC: 6217											
<u>PWPL</u>	Water Pipe Laying Crew			20.00 CH	Prod:	55.0000 US	Lab Pcs:		4.00	Eqp Pcs:	8.00
8EX200	200 Series Trackhoe	1.50	30.00 HR		141.020				4,231		4,231
8L70	70 Series Loader	0.50	10.00 HR		104.600				1,046		1,046
8MCW	Compaction Wheel	1.00	20.00 HR		48.280				966		966
8MGB	Gravel Bin	1.00	20.00 HR		36.110				722		722

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	MH/Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
BID ITEM = 600											
Description =	10" DIP Tank Drain				Unit = LF	Takeoff Quan:		110.000	Engr Quan:		0.000
8MTB	Trench Boxes	1.00	20.00	HR	6.750				135		135
8MTP	Trench Plates	1.00	20.00	HR	1.500				30		30
8TPU	Pickup Trucks	2.00	40.00	HR	23.710				948		948
FP	Foreman Pipe	1.00	20.00	MH	38.000	1,797					1,797
OP	Operator	1.00	20.00	MH	27.000	1,539					1,539
PI	Pipelaye	1.00	20.00	MH	24.000	1,409					1,409
PL	Pipelaye Lead	1.00	20.00	MH	26.000	1,461					1,461
\$14,283.72	0.7272 MH/LF		80.00	MH	[23]	6,206			8,078		14,284
2400.2 IPL Install Fittings & Joint Restraints											
					Quan:	15.00 EA	Hrs/Shft:	10.00	Cal: 510	WC: 6217	
PF	Pipe Fitting Crew Large			21.42	CH	Prod:	7.0000 US	Lab Pcs:	3.00	Eqp Pcs:	2.00
8EX200	200 Series Trackhoe	1.00	21.43	HR	141.020				3,022		3,022
8TPU	Pickup Trucks	1.00	21.43	HR	23.710				508		508
FP	Foreman Pipe	1.00	21.43	MH	38.000	1,925					1,925
PI	Pipelaye	1.00	21.43	MH	24.000	1,510					1,510
PL	Pipelaye Lead	1.00	21.43	MH	26.000	1,566					1,566
\$8,530.98	4.2860 MH/EA		64.29	MH	[138.295]	5,001			3,530		8,531
3000.1 CNC 10" Pipe Encasement L&E											
					Quan:	10.00 LF	Hrs/Shft:	10.00	Cal: 510	WC: 6217	
CF3	Concrete Foreman + 3 Guys			5.00	CH	Prod:	20.0000 US	Lab Pcs:	4.00	Eqp Pcs:	2.00
8TPU	Pickup Trucks	2.00	10.00	HR	23.710				237		237
FC	Foreman Concrete	1.00	5.00	MH	36.000	412					412
LC	Concrete Laborer	3.00	15.00	MH	26.000	1,001					1,001
\$1,650.75	2.0000 MH/LF		20.00	MH	[62.7]	1,414			237		1,651
2700.150 SG Sand & Gravel											
					Quan:	100.00 TON	Hrs/Shft:	10.00	Cal: 510	WC: 4000	
2ABS	Bedding Sand@106.75%	1.00	100.00	TON	4.350		464				464
2750.150 H Hauling											
					Quan:	100.00 TON	Hrs/Shft:	10.00	Cal: 510	WC: 4000	
HT	Hauling Truck & Pup Crew			4.00	CH	Prod:	250.0000 US	Lab Pcs:	1.00	Eqp Pcs:	1.00
8TTP	Dump Truck & Pup	1.00	4.00	HR	109.700				439		439
DR	Driver	1.00	4.00	MH	28.000	310					310
\$749.06	0.0400 MH/TON		4.00	MH	[1.232]	310			439		749
====> Item Totals: 600 - 10" DIP Tank Drain											
\$42,794.25	1.5299 MH/LF		168.29	MH	[48.678]	12,931	16,832	747	12,284		42,794
389.039	110 LF					117.55	153.02	6.79	111.67		389.04

BID ITEM = 700											
Description =	2" Air Vent Piping				Unit = EA	Takeoff Quan:		2.000	Engr Quan:		0.000
2400 IPLFurnish 2" Air Vent Piping											
					Quan:	2.00 EA	Hrs/Shft:	10.00	Cal: 510	WC: 6229	
22G90	2" Galv. Thrd @106.75%	1.00	4.00	EA	20.230		86				86
22GN.5	2" Galv. Thrd.@106.75%	1.00	2.00	EA	21.430		46				46
22GN10	2" Galvm. Thrd@106.75%	1.00	2.00	EA	229.070		489				489
22GN6	2" Galv. Thrd.@106.75%	1.00	2.00	EA	137.440		293				293
22GTF	2" Galv. Thrd.@106.75%	1.00	2.00	EA	41.000		88				88
22PVC40	2" PVC Sch 40 @106.75%	1.00	60.00	LF	1.750		112				112
22PVC40T	2" PVC Sch. 40@106.75%	1.00	2.00	EA	4.850		10				10
22RC	2" Romac Clamp@106.75	1.00	2.00	EA	380.730		813				813
22SS	2" Stainless S@106.75%	1.00	2.00	EA	41.000		88				88

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity	Unit	MH/Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 700												
Description =	2" Air Vent Piping					Unit = EA	Takeoff Quan:		2.000	Engr Quan:		0.000
22TC	2" PVC to Glav@106.75%	1.00	2.00	EA		110.000		235				235
3MISCP	Miscellaneous @106.75%	1.00	1.00	LS		500.000			534			534
\$2,793.60						[]		2,260	534			2,794
2400.1 IPL Install 2" PVC Pipe & Galv Pipe Ass												
						Quan:	60.00 LF	Hrs/Shft:	10.00	Cal: 510	WC: 6217	
<u>PIPL</u>	Irriagtion Pipe Laying Crew				20.00	CH	Prod:	30.0000 US	Lab Pcs:	4.00	Eqp Pcs:	4.00
8EX200	200 Series Trackhoe	1.00	20.00	HR		141.020				2,820		2,820
8L70	70 Series Loader	1.00	20.00	HR		104.600				2,092		2,092
8TPU	Pickup Trucks	2.00	40.00	HR		23.710				948		948
FP	Foreman Pipe	1.00	20.00	MH		38.000	1,797					1,797
OP	Operator	1.00	20.00	MH		27.000	1,539					1,539
PI	Pipelayer	1.00	20.00	MH		24.000	1,409					1,409
PL	Pipelayer Lead	1.00	20.00	MH		26.000	1,461					1,461
\$12,066.72	1.3333 MH/LF		80.00	MH		[42.167]	6,206			5,861		12,067
2700.150 SG Sand & Gravel												
						Quan:	50.00 TON	Hrs/Shft:	10.00	Cal: 510	WC: 4000	
2ABS	Bedding Sand@106.75%	1.00	50.00	TON		4.350		232				232
												**Unreviewed
2750.150 H Hauling												
						Quan:	50.00 TON	Hrs/Shft:	10.00	Cal: 510	WC: 4000	
<u>HT</u>	Hauling Truck & Pup Crew				2.64	CH	Prod:	188.9930 US	Lab Pcs:	1.00	Eqp Pcs:	1.00
8TTP	Dump Truck & Pup	1.00	2.65	HR		109.700				291		291
DR	Driver	1.00	2.65	MH		28.000	206					206
\$496.23	0.0530 MH/TON		2.65	MH		[1.632]	206			291		496
=====> Item Totals: 700 - 2" Air Vent Piping												
\$15,588.73	41.3250 MH/EA		82.65	MH		[1305.81]	6,411	2,492	534	6,151		15,589
7,794.365	2 EA						3,205.73	1,246.02	266.88	3,075.75		7,794.37

BID ITEM = 800												
Description =	4" Footing Pipe and Drain					Unit = LS	Takeoff Quan:		1.000	Engr Quan:		0.000
2400 IPL Furnish Foundation Drain												
						Quan:	1.00 LS	Hrs/Shft:	10.00	Cal: 510	WC: 6229	
												**Unreviewed
24ADS	4" ADS Pipe@106.75%	1.00	120.00	LF		2.410		309				309
24ADSC	4" ADS Coupler@106.75%	1.00	5.00	EA		35.300		188				188
2FNW	Fabric, Non-Wo@106.75%	1.00	1.00	EA		798.000		852				852
2PP04	4" Perf Pipe w@106.75%	1.00	600.00	LF		1.830	1,172					1,172
3MISCF	Misc. Fabric@106.75%	1.00	1.00	EA		250.000			267			267
\$2,788.00						[]		2,521	267			2,788
2200.2 DPL Install Perf Pipe & Fabric												
						Quan:	630.00 LF	Hrs/Shft:	10.00	Cal: 510	WC: 6217	
												**Unreviewed
<u>PWWS</u>	Water/Irrig Service Crew				30.00	CH	Prod:	210.0000 US	Lab Pcs:	2.00	Eqp Pcs:	2.50
8EXMINI	Mini Series Trackhoe	1.00	30.00	HR		86.300				2,589		2,589
8LSL	Skid Loader	0.50	15.00	HR		66.750				1,001		1,001
8TPU	Pickup Trucks	1.00	30.00	HR		23.710				711		711
FP	Foreman Pipe	1.00	30.00	MH		38.000	2,695					2,695
PL	Pipelayer Lead	1.00	30.00	MH		26.000	2,192					2,192
\$9,188.38	0.0952 MH/LF		60.00	MH		[3.352]	4,887			4,302		9,188
2700.150 SG Sand & Gravel												
						Quan:	275.00 TON	Hrs/Shft:	10.00	Cal: 510	WC: 4000	
												**Unreviewed
2A34	3/4" Gravel@106.75%	1.00	275.00	TON		14.200		4,169				4,169

Direct Cost Report

Activity	Resource	Desc	Pcs	Quantity	Unit	MH/Unit	Unit Cost	Labor	Perm	Material	Constr	Matl/Exp	Equip	Ment	Sub-Contract	Total	
BID ITEM		=	800														
Description =		4" Footing Pipe and Drain				Unit =	LS	Takeoff Quan:		1.000		Engr Quan:		0.000			
2750.150		H Hauling				Quan:	275.00	TON	Hrs/Shft:	10.00	Cal:	510	WC:	4000			
**Unreviewed																	
allow 32tons/load = 2 hrs/RT																	
HT		Hauling Truck & Pup Crew		14.55	CH	Prod:	189.0000	US	Lab Pcs:	1.00	Eqp Pcs:	1.00					
8TTP		Dump Truck & Pup		1.00	HR	109.700					1,596						
DR		Driver		1.00	MH	28.000	1,129										
\$2,724.70		0.0529 MH/TON		14.55	MH	[1.63]	1,129					1,596					
=====>		Item Totals:		800	- 4" Footing Pipe and Drain												
\$18,869.67		74.5500 MH/LS		74.55	MH	[2560.14]	6,015	6,690	267	5,898	18,870						
18,869.670		1 LS					6,015.40	6,689.71	266.88	5,897.68	18,869.67						
BID ITEM		=	900														
Description =		Misc. Metals				Unit =	LS	Takeoff Quan:		1.000		Engr Quan:		0.000			
5000.1		MET Buy Misc Metals				Quan:	1.00	LS	Hrs/Shft:	10.00	Cal:	510	WC:	6217			
**Unreviewed																	
2M16ASSEMBL		16" Drinking W@106.75%		1.00	EA	15,000.000			16,013								
2M2416FF		24" x 16" Flar@106.75%		1.00	EA	3,500.000			3,736								
2MG3		3 x 3 Grate & @106.75%		1.00	EA	750.000			801								
2MMT04		Tank Pipe Brac@106.75%		1.00	EA	1,547.000			8,257								
2MMT05		Tank Overflow @106.75%		1.00	EA	1,200.000			1,281								
2MMT06		Tank Ladder@106.75%		1.00	EA	7,351.000			7,847								
\$37,934.68						[]	37,935										
5000.2		MET Install Misc Metals				Quan:	1.00	LS	Hrs/Shft:	10.00	Cal:	510	WC:	6217			
**Unreviewed																	
PF		Pipe Fitting Crew Large		40.00	CH	Prod:	40.0000	HU	Lab Pcs:	3.00	Eqp Pcs:	1.75					
8EX200		200 Series Trackhoe		0.25	HR	141.020					1,410						
8TBT		Boom Truck		0.50	HR	60.900					1,218						
8TPU		Pickup Trucks		1.00	HR	23.710					948						
FP		Foreman Pipe		1.00	MH	38.000	3,594										
PI		Pipelayer		1.00	MH	24.000	2,819										
PL		Pipelayer Lead		1.00	MH	26.000	2,922										
\$12,910.89		120.0000 MH/LS		120.00	MH	[3872]	9,334					3,577					
=====>		Item Totals:		900	- Misc. Metals												
\$50,845.57		120.0000 MH/LS		120.00	MH	[3872]	9,334	37,935			3,577	50,846					
50,845.570		1 LS					9,334.29	37,934.68			3,576.60	50,845.57					
Total of Above Sub-Biditems																	
=====>		Item Totals:		200	- Pipeline												
\$675,610.37		2,560.8100 MH/LS		2,560.81	MH	[81371.78]	198,396	258,899	12,152	206,164	675,610						
675,610.370		1 LS					198,395.89	258,899.03	12,151.91	206,163.54	675,610.37						

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit MH/Unit	Unit Cost	Perm Labor	Constr Material	Equip Matl/Exp	Sub- Contract	Total
PARENT ITEM = 1000 CLIENT# = 3									
Description =	Tank		Unit =	LS	Takeoff Quan:	1.000	Engr Quan:		1.000
Listing of Sub-Biditems of Parent Item 1000:									
BID ITEM = 1100									
Description =	Earthwork & Mirafi6000		Unit =	LS	Takeoff Quan:	1.000	Engr Quan:		0.000
2400 IPL Furnish Fabrics under slab / Miradra									
Quan: 1.00 LS Hrs/Shft: 10.00 Cal: 510 WC: 6229									
**Unreviewed									
2FMD6000	Miradrain 6000@106.75%	1.00	7.00 EA	279.000		2,085			2,085
2FNW	Fabric, Non-Wo@106.75%	1.00	7.00 EA	798.000		5,963			5,963
3MISCC	Miscellaneous @106.75%	1.00	1.00 LS	1,500.000			1,601		1,601
3MISCF	Misc. Fabric@106.75%	1.00	1.00 EA	250.000			267		267
\$9,916.02				[]		8,048	1,868		9,916
2080 EXS Excavate for Tank									
Quan: 4,500.00 CY Hrs/Shft: 10.00 Cal: 510 WC: 6217									
**Unreviewed									
26000sf x 10' = 9629 cy , allow slope 9000 cy = allowance 18000cy ex									
<u>EX1</u>	Excavation Crew + Loader		50.00 CH	Prod: 900.0000 US	Lab Pcs:	3.00	Eqp Pcs:	4.00	
8D6	D6 Dozer	1.00	50.00 HR	149.820		7,491		7,491	
8EX400	400 Series Trackhoe	1.00	50.00 HR	266.270		13,314		13,314	
8L70	70 Series Loader	1.00	50.00 HR	104.600		5,230		5,230	
8TPU	Pickup Trucks	1.00	50.00 HR	23.710		1,186		1,186	
FP	Foreman Pipe	1.00	50.00 MH	38.000	4,492			4,492	
OP	Operator	1.00	50.00 MH	27.000	3,847			3,847	
PI	Pipelay	1.00	50.00 MH	24.000	3,523			3,523	
\$39,082.13	0.0333 MH/CY	150.00 MH		[1.088]	11,862		27,220	39,082	
2010 RG Rough Grade Site									
Quan: 37,690.00 SF Hrs/Shft: 10.00 Cal: 510 WC: 6217									
**Unreviewed									
scarify & compact native under tank, grade site after backfill									
<u>GRBL</u>	Grading Subgrade/RB Large		30.00 CH	Prod: 1,256.3333 UH	Lab Pcs:	4.00	Eqp Pcs:	2.00	
8D6	D6 Dozer	1.00	30.00 HR	149.820		4,495		4,495	
8EX300	300 Series Trackhoe	0.25	7.50 HR	182.620		1,370		1,370	
8RSD	Smooth Drum Rollers	0.50	15.00 HR	77.260		1,159		1,159	
8TWT	Water Truck %50	0.25	7.50 HR	102.890		693		693	
OL	Foreman Earthwork	1.00	30.00 MH	36.000	2,149			2,149	
OP	Operator	2.00	60.00 MH	27.000	4,616			4,616	
PI	Pipelay	1.00	30.00 MH	24.000	2,114			2,114	
\$16,595.76	0.0031 MH/SF	120.00 MH		[0.1]	8,880		7,716	16,596	
2010.1 RG Place 6" Structural Fill Under Tank									
Quan: 21,150.00 SF Hrs/Shft: 10.00 Cal: 510 WC: 6217									
<u>GRBL</u>	Grading Subgrade/RB Large		30.00 CH	Prod: 7,050.0000 US	Lab Pcs:	3.00	Eqp Pcs:	3.00	
8G140	140 Grader	1.00	30.00 HR	162.760		4,883		4,883	
8L70	70 Series Loader	0.25	7.50 HR	104.600		784		784	
8RSD	Smooth Drum Rol %50	0.50	15.00 HR	77.260		903		903	
8TPU	Pickup Trucks	1.00	30.00 HR	23.710		711		711	
8TWT	Water Truck %50	0.25	7.50 HR	102.890		693		693	
OL	Foreman Earthwork	1.00	30.00 MH	36.000	2,149			2,149	
OP	Operator	1.00	30.00 MH	27.000	2,308			2,308	
PI	Pipelay	1.00	30.00 MH	24.000	2,114			2,114	
\$14,546.17	0.0042 MH/SF	90.00 MH		[0.136]	6,572		7,975	14,546	
2010.2 RG Place 6" Gravel & Fabric									
Quan: 21,150.00 SF Hrs/Shft: 10.00 Cal: 510 WC: 6217									
**Unreviewed									
<u>GRSW</u>	Grade Sidewalk Crew		30.00 CH	Prod: 705.0000 UH	Lab Pcs:	5.10	Eqp Pcs:	4.35	
8L70	70 Series Loader	1.00	30.00 HR	104.600		3,138		3,138	
8LSL	Skid Loader	1.00	30.00 HR	66.750		2,003		2,003	
8RSD	Smooth Drum Rollers	0.25	7.50 HR	77.260		579		579	

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit MH/Unit	Unit Cost	Perm Labor	Constr Material	Equip Matl/Exp	Sub- Contract	Total
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BID ITEM = 1100

Description =	Earthwork & Mirafi6000		Unit =	LS	Takeoff Quan:	1.000	Engr Quan:	0.000	
8TPU	Pickup Trucks	2.00	60.00 HR	23.710			1,423		1,423
8TWT	Water Truck	0.10	3.00 HR	102.890			309		309
DR	Driver	0.10	3.00 MH	28.000	233				233
OL	Foreman Earthwork	1.00	30.00 MH	36.000	2,149				2,149
OP	Operator	2.00	60.00 MH	27.000	4,616				4,616
PI	Pipelaye	2.00	60.00 MH	24.000	4,228				4,228
\$18,677.53	0.0072 MH/SF		153.00 MH	[0.22]	11,226		7,451		18,678

2010.3 RG Install Roadbase Access Parking Quan: 1,865.00 SF Hrs/Shft: 10.00 Cal: 510 WC: 6217

<u>GRSW</u>	Grade Sidewalk Crew		5.00 CH	Prod: 3,730.0000 US	Lab Pcs:	5.10	Eqp Pcs:	4.35	
8L70	70 Series Loader	1.00	5.00 HR	104.600			523		523
8LSL	Skid Loader	1.00	5.00 HR	66.750			334		334
8RSD	Smooth Drum Rollers	0.25	1.25 HR	77.260			97		97
8TPU	Pickup Trucks	2.00	10.00 HR	23.710			237		237
8TWT	Water Truck	0.10	0.50 HR	102.890			51		51
DR	Driver	0.10	0.50 MH	28.000	39				39
OL	Foreman Earthwork	1.00	5.00 MH	36.000	358				358
OP	Operator	2.00	10.00 MH	27.000	769				769
PI	Pipelaye	2.00	10.00 MH	24.000	705				705
\$3,112.92	0.0136 MH/SF		25.50 MH	[0.415]	1,871		1,242		3,113

2800 BFST Place Miradrain Fabric on Walls (4 Quan: 497.00 LF Hrs/Shft: 10.00 Cal: 510 WC: 6217

<u>BFC</u>	Framing Crew		50.00 CH	Prod: 99.4000 US	Lab Pcs:	3.00	Eqp Pcs:	2.00	
8MSL	Scissor Lift	1.00	50.00 HR	14.900			745		745
8TPU	Pickup Trucks	1.00	50.00 HR	23.710			1,186		1,186
FC	Foreman Concrete	1.00	50.00 MH	36.000	4,123				4,123
LC	Concrete Laborer	2.00	100.00 MH	26.000	6,675				6,675
\$12,729.37	0.3018 MH/LF		150.00 MH	[9.738]	10,799		1,931		12,729

2800.1 BFST Backfill 2:1 Tank w/ native @ 92% c Quan: 22,500.00 CY Hrs/Shft: 10.00 Cal: 510 WC: 6217

<u>EX2</u>	Excavation Backfill Crew		100.00 CH	Prod: 225.0000 UH	Lab Pcs:	3.50	Eqp Pcs:	5.00	**Unreviewed
8D6	D6 Dozer	1.00	100.00 HR	149.820			14,982		14,982
8EX400	400 Series Trackhoe	1.00	100.00 HR	266.270			26,627		26,627
8L70	70 Series Loader	0.50	50.00 HR	104.600			5,230		5,230
8MCW	Compaction Wheel	1.00	100.00 HR	48.280			4,828		4,828
8TPU	Pickup Trucks	1.00	100.00 HR	23.710			2,371		2,371
8TWT	Water Truck	0.50	50.00 HR	102.890			5,145		5,145
DR	Driver	0.50	50.00 MH	28.000	3,878				3,878
FP	Foreman Pipe	1.00	100.00 MH	38.000	8,984				8,984
OP	Operator	1.00	100.00 MH	27.000	7,694				7,694
PL	Pipelaye Lead	1.00	100.00 MH	26.000	7,305				7,305
\$87,044.14	0.0155 MH/CY		350.00 MH	[0.513]	27,862		59,183		87,044

2700.150 SG Sand & Gravel Quan: 1,500.00 TON Hrs/Shft: 10.00 Cal: 510 WC: 4000

2A34	3/4" Gravel@106.75%	1.00	650.00 TON	14.200	9,853				9,853	**Unreviewed
2AEF	E-Fill (6" Min@106.75%	1.00	750.00 TON	6.600	5,284				5,284	
2ARB	Road Base Stat@106.75%	1.00	100.00 TON	8.500	907				907	
\$16,044.54				[]	16,045				16,045	

2750.150 H Hauling Quan: 1,500.00 TON Hrs/Shft: 10.00 Cal: 510 WC: 4000

allow 32tons/load = 2 hrs/RT										**Unreviewed
<u>HT</u>	Hauling Truck & Pup Crew		79.36 CH	Prod: 189.0000 US	Lab Pcs:	1.00	Eqp Pcs:	1.00		
8TTP	Dump Truck & Pup	1.00	79.37 HR	109.700			8,707		8,707	
DR	Driver	1.00	79.37 MH	28.000	6,156				6,156	

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit MH/Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
BID ITEM = 1100										
Description =	Earthwork & Mirafi6000		Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		0.000
\$14,863.22	0.0529 MH/TON	79.37 MH	[1.63]		6,156			8,707		14,863
=====> Item Totals: 1100 - Earthwork & Mirafi6000										
\$232,611.80	1,117.8700 MH/LS	1,117.87 MH	[35783.4]		85,228	24,092	1,868	121,424		232,612
232,611.800	1 LS				85,227.64	24,092.43	1,868.13	121,423.60		232,611.80
BID ITEM = 1200										
Description =	Remove & Replace Fencing		Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		0.000
2060	FE Remove Fencing		Quan:	165.00 LF	Hrs/Shft:	10.00	Cal: 510	WC: 6217		
4FENCE	Fencing	1.00	1.00 LS		400.000				400	400
2060.2	FE 12" Wide Double Swing Gate		Quan:	1.00 EA	Hrs/Shft:	10.00	Cal: 510	WC: 6217		
4FENCE	Fencing	1.00	1.00 EA		1,480.000				1,480	1,480
2060.1	FE 6' Chain Link Fencing		Quan:	725.00 LF	Hrs/Shft:	10.00	Cal: 510	WC: 6217		
4FENCE	Fencing	1.00	725.00 LF		41.200				29,870	29,870
										**Unreviewed
=====> Item Totals: 1200 - Remove & Replace Fencing										
\$31,750.00			[]					31,750		31,750
31,750.000	1 LS							31,750.00		31,750.00
BID ITEM = 1300										
Description =	Concrete		Unit =	CY	Takeoff Quan:		1,398.000	Engr Quan:		0.000
3000.01	CNC Materials		Quan:	1.00 LS	Hrs/Shft:	10.00	Cal: 510	WC: 6217		
2C6	Concrete 6-Bag@106.75%	1.10	1,540.00 CY		160.000		263,032			263,032
2CENV	Environmental @106.75%	1.00	160.00 EA		20.000		3,416			3,416
2CGB	Grout, bag@106.75%	1.00	35.00 EA		15.000		560			560
2CSHURPLUG	Shure Plug@106.75%	1.00	1.00 LS		1,500.000		1,601			1,601
2MM	Moose Milk Bon@106.75%	1.00	1.00 LS		132.000		141			141
2SJ	Sealant Jt@106.75%	1.00	1,000.00 LF		4.000		4,270			4,270
2WS04	4" Waterstop@106.75%	1.00	500.00 LF		4.000		2,135			2,135
2WS09	9" Waterstop P@106.75%	1.00	1,300.00 LF		8.500		11,796			11,796
3FORMR	Wall Form Rent@106.75%	1.00	1.00 LS		5,000.000			5,338		5,338
3FORMS	Concrete Form @106.75%	1.00	1,398.00 CY		41.000			61,187		61,187
3MISCC	Miscellaneous @106.75%	1.00	1.00 LS		2,000.000			2,135		2,135
\$355,610.95			[]				286,951	68,659		355,611
3000.0	CNC Equipment		Quan:	1.00 LS	Hrs/Shft:	10.00	Cal: 510	WC: 6217		
8MFL	==> Extended Reach Fork L	1.00	300.00 HR		76.190			22,857		22,857
8MGEN25	==> Generator 25 KW	1.00	300.00 HR		31.130			9,339		9,339
8MML	==> Man Lift	1.50	300.00 HR		57.280			17,184		17,184
8MSL	==> Scissor Lift	1.00	300.00 HR		14.900			4,470		4,470
8TBT	==> Boom Truck	0.25	300.00 HR		60.900			18,270		18,270
8TFB	==> 2 Ton Flatbed	0.25	300.00 HR		39.805			11,942		11,942
DR	==> Driver	0.25	300.00 MH		28.000	23,270				23,270
\$107,331.03	300.0000 MH/LS	300.00 MH	[9240]		23,270			84,062		107,331

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	MH/Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
BID ITEM = 1300											
Description =	Concrete		Unit =	CY	Takeoff Quan:	1,398.000	Engr Quan:	0.000			
3000.08	Concrete Pump		Quan:	1,540.00 CY	Hrs/Shft:	10.00	Cal:	510	WC:	6217	**Unreviewed
Images/Docs	Attached										
4PUMP58CY	58M Conc Pump CY	1.00	1,540.00	CY	4.000				6,160	6,160	
4PUMP58HR	58M Conc Pump (175' Reac	1.00	100.00	HR	295.000				29,500	29,500	
4PUMP58TRIP	58M Conc Pump Trip	1.00	20.00	TRIP	295.000				5,900	5,900	
\$41,560.00					[]				41,560	41,560	
3000.081	CNC Crane for Gang forms		Quan:	1.00 LS	Hrs/Shft:	10.00	Cal:	510	WC:	6217	
4CRANE	Crane Rental	1.00	40.00	DAY	1,350.000				54,000	54,000	
3000.2	CNC Assemble Gang Forms / Disassemble		Quan:	5.00 DAY	Hrs/Shft:	10.00	Cal:	510	WC:	6217	**Unreviewed
<u>CF5</u>	Concrete Foreman + 4 Guys		50.00	CH	Prod:	1.0000 US	Lab Pcs:	6.00	Eqp Pcs:	5.00	
8MFL	Extended Reach Fork Li	1.00	50.00	HR	76.190			3,810		3,810	
8MML	Man Lift	1.00	50.00	HR	57.280			2,864		2,864	
8MSL	Scissor Lift	1.00	50.00	HR	14.900			745		745	
8TPU	Pickup Trucks	2.00	100.00	HR	23.710			2,371		2,371	
FC	Foreman Concrete	2.00	100.00	MH	36.000	8,247				8,247	
LC	Concrete Laborer	4.00	200.00	MH	26.000	13,351				13,351	
\$31,387.22	60.0000 MH/DAYS		300.00	MH	[1936]	21,598		9,790		31,387	
3000.02	CNC Tank floor & Thickened Edge Footings		Quan:	20,600.00 SF	Hrs/Shft:	10.00	Cal:	510	WC:	6217	**Unreviewed
<u>CF5</u>	Concrete Foreman + 4 Guys		200.00	CH	Prod:	1,030.0000 US	Lab Pcs:	7.00	Eqp Pcs:	3.00	
8TPU	Pickup Trucks	3.00	600.00	HR	23.710			14,226		14,226	
FC	Foreman Concrete	2.00	400.00	MH	36.000	32,988				32,988	
LC	Concrete Laborer	5.00	1,000.00	MH	26.000	66,754				66,754	
\$113,967.65	0.0679 MH/SF		1,400.00	MH	[2.157]	99,742		14,226		113,968	
3000.03	CNC Tank Walls (24' high x 497') with Wa		Quan:	16.00 POU	Hrs/Shft:	10.00	Cal:	510	WC:	6217	**Unreviewed
<u>CF5</u>	Concrete Foreman + 4 Guys		250.00	CH	Prod:	0.6400 US	Lab Pcs:	7.00	Eqp Pcs:	3.00	
8TPU	Pickup Trucks	3.00	750.00	HR	23.710			17,783		17,783	
FC	Foreman Concrete	2.00	500.00	MH	36.000	41,235				41,235	
LC	Concrete Laborer	5.00	1,250.00	MH	26.000	83,442				83,442	
\$142,459.57	109.3750 MH/POUR		1,750.00	MH	[3471.875]	124,677		17,783		142,460	
3000.04	CNC Concrete Floor Joints & 4" watersto		Quan:	840.00 LF	Hrs/Shft:	10.00	Cal:	510	WC:	6217	
<u>CF4</u>	Concrete Foreman + 4 Guys		20.00	CH	Prod:	420.0000 US	Lab Pcs:	5.00	Eqp Pcs:	2.00	
8TPU	Pickup Trucks	2.00	40.00	HR	23.710			948		948	
FC	Foreman Concrete	2.00	40.00	MH	36.000	3,299				3,299	
LC	Concrete Laborer	3.00	60.00	MH	26.000	4,005				4,005	
\$8,252.40	0.1190 MH/LF		100.00	MH	[3.929]	7,304		948		8,252	
3000.05	CNC Plug & Patch / Sawcut / Sika Floor		Quan:	1.00 LS	Hrs/Shft:	10.00	Cal:	510	WC:	6217	
<u>CF</u>	Concrete Foreman + 1 Laborer		50.00	CH	Prod:	0.2000 US	Lab Pcs:	2.00	Eqp Pcs:	1.00	
8TPU	Pickup Trucks	1.00	50.00	HR	23.710			1,186		1,186	
FC	Foreman Concrete	1.00	50.00	MH	36.000	4,123				4,123	
LC	Concrete Laborer	1.00	50.00	MH	26.000	3,338				3,338	
\$8,646.67	100.0000 MH/LS		100.00	MH	[3410]	7,461		1,186		8,647	
=====>	Item Totals:	1300	- Concrete								
\$863,215.49	2.8254 MH/CY		3,950.00	MH	[89.857]	284,051	286,951	68,659	127,993	95,560	863,215
617.465	1398 CY					203.18	205.26	49.11	91.55	68.35	617.46

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	MH/Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
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BID ITEM = 1350

Description = Winter Protection Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

3000 CNC Concrete Materials Quan: 1.00 LS Hrs/Shft: 10.00 Cal: 510 WC: 5213

<u>CF2</u>	Concrete Foreman +2 Guys		150.00	CH	Prod:	0.0667 US	Lab Pcs:	3.00	Eqp Pcs:	52.50	**Unreviewed
2CHW	Hot Water@106.75%	1.00	1,540.00	CY	7.000	11,508				11,508	
8MCB	Concrete Blankets	50.00	7,500.00	HR	1.000			7,500		7,500	
8MTZ	Thawzall	1.50	225.00	HR	108.730			24,464		24,464	
8TPU	Pickup Trucks	1.00	150.00	HR	23.710			3,557		3,557	
FC	Foreman Concrete	1.00	150.00	MH	36.000	12,370				12,370	
LC	Concrete Laborer	2.00	300.00	MH	26.000	20,026				20,026	
\$79,424.97	450.0000 MH/LS		450.00	MH	[14520]	32,397 11,508		35,521		79,425	

=====> **Item Totals: 1350 - Winter Protection**
 \$79,424.97 450.0000 MH/LS 450.00 MH [14520] 32,397 11,508 35,521 **79,425**
 79,424.970 1 LS 32,396.57 11,507.65 35,520.75 79,424.97

BID ITEM = 1400

Description = Rebar Unit = TON Takeoff Quan: 188.300 Engr Quan: 0.000

3000.14 CNC Rebar Supply & install Quan: 188.30 TON Hrs/Shft: 10.00 Cal: 510 WC: 6217

4REBAR INSTL	Rebar installation	1.00	1.00	LS	380,285.000				380,285	380,285	**Unreviewed
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3000.11 CNC Rebar Support Quan: 100.00 HR Hrs/Shft: 10.00 Cal: 510 WC: 5213

<u>BFC</u>	Framing Crew		100.00	CH	Prod:	10.0000 US	Lab Pcs:	3.00	Eqp Pcs:	2.00	**Unreviewed
8MFL	Extended Reach Fork Li	1.00	100.00	HR	76.190			7,619		7,619	
8TPU	Pickup Trucks	1.00	100.00	HR	23.710			2,371		2,371	
FC	Foreman Concrete	1.00	100.00	MH	36.000	8,247				8,247	
LC	Concrete Laborer	2.00	200.00	MH	26.000	13,351				13,351	
\$31,587.72	3.0000 MH/HR		300.00	MH	[96.8]	21,598		9,990		31,588	

=====> **Item Totals: 1400 - Rebar**
 \$411,872.72 1.5932 MH/TON 300.00 MH [51.407] 21,598 9,990 380,285 **411,873**
 2,187.322 188.3 TON 114.70 53.05 2,019.57 2,187.32

BID ITEM = 1500

Description = Sealant Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

3000 CNC Concrete Materials Quan: 1.00 LS Hrs/Shft: 10.00 Cal: 510 WC: 5213

2SEALANT	Sealant@106.75%	1.00	1.00	LS	2,500.000	2,669				2,669	**Unreviewed
3MISC	Miscellaneous @106.75%	1.00	1.00	LS	500.000			534		534	
\$3,202.50					[]	2,669		534		3,203	

3000.1 CNC Apply Sealant Quan: 1.00 DAY Hrs/Shft: 10.00 Cal: 510 WC: 6217

<u>CF</u>	Concrete Foreman + 1 Laborer		20.00	CH	Prod:	0.5000 US	Lab Pcs:	2.00	Eqp Pcs:	1.00	**Unreviewed
8TPU	Pickup Trucks	1.00	20.00	HR	23.710			474		474	
FC	Foreman Concrete	1.00	20.00	MH	36.000	1,649				1,649	
LC	Concrete Laborer	1.00	20.00	MH	26.000	1,335				1,335	
\$3,458.67	40.0000 MH/DAY		40.00	MH	[1364]	2,984		474		3,459	

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit MH/Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
BID ITEM = 1500										
Description =	Sealant		Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		0.000
=====>	Item Totals:	1500	- Sealant							
\$6,661.17	40.0000 MH/LS		40.00 MH	[1364]	2,984	2,669	534	474		6,661
6,661.170	1 LS				2,984.47	2,668.75	533.75	474.20		6,661.17
BID ITEM = 1600										
Description =	Waterproof Tank		Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		0.000
3000	CNC Materials		Quan:	1.00 LS	Hrs/Shft:	10.00	Cal:	510	WC:	5183
2CXYP5	Xypex - 5 gal @106.75%	1.00	90.00 5GAL	235.000		22,578				**Unreviewed
3MISC	Miscellaneous @106.75%	1.00	1.00 LS	500.000			534			22,578
\$23,111.38				[]		22,578	534			534
										23,111
3000.1	CNC Waterproof Tank & Lid		Quan:	32,528.00 SF	Hrs/Shft:	10.00	Cal:	510	WC:	6217
<u>CF5</u>	Concrete Foreman + 4 Guys		30.00 CH	Prod: 10,842.6667 US			Lab Pcs:	6.00	Eqp Pcs:	2.00
8TPU	Pickup Trucks	2.00	60.00 HR	23.710				1,423		1,423
FC	Foreman Concrete	2.00	60.00 MH	36.000	4,948					4,948
LC	Concrete Laborer	4.00	120.00 MH	26.000	8,010					8,010
\$14,381.23	0.0055 MH/SF		180.00 MH	[0.179]	12,959			1,423		14,381
=====>	Item Totals:	1600	- Waterproof Tank							
\$37,492.61	180.0000 MH/LS		180.00 MH	[5808]	12,959	22,578	534	1,423		37,493
37,492.610	1 LS				12,958.63	22,577.63	533.75	1,422.60		37,492.61
BID ITEM = 1700										
Description =	Leak Test		Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		0.000
3000.9	CNC Leak Test		Quan:	5.00 DAY	Hrs/Shft:	10.00	Cal:	510	WC:	6217
<u>CF</u>	Concrete Foreman + 1 Laborer		20.00 CH	Prod: 2.5000 US			Lab Pcs:	2.00	Eqp Pcs:	1.00
8TPU	Pickup Trucks	1.00	20.00 HR	23.710				474		474
FC	Foreman Concrete	1.00	20.00 MH	36.000	1,649					1,649
LC	Concrete Laborer	1.00	20.00 MH	26.000	1,335					1,335
\$3,458.67	8.0000 MH/DAY		40.00 MH	[272.8]	2,984			474		3,459
=====>	Item Totals:	1700	- Leak Test							
\$3,458.67	40.0000 MH/LS		40.00 MH	[1364]	2,984			474		3,459
3,458.670	1 LS				2,984.47			474.20		3,458.67
BID ITEM = 1800										
Description =	Tank Cleaning & Commissioning		Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		0.000
3000.1	CNC Tank Cleaning		Quan:	1.00 LS	Hrs/Shft:	10.00	Cal:	510	WC:	6217
<u>CF3</u>	Concrete Foreman + 3 Guys		40.00 CH	Prod: 0.2500 US			Lab Pcs:	4.00	Eqp Pcs:	2.25
8TPU	Pickup Trucks	2.00	80.00 HR	23.710				1,897		1,897
8TWT	Water Truck	0.25	10.00 HR	102.890				1,029		1,029
FC	Foreman Concrete	1.00	40.00 MH	36.000	3,299					3,299
LC	Concrete Laborer	3.00	120.00 MH	26.000	8,010					8,010
\$14,234.94	160.0000 MH/LS		160.00 MH	[5016]	11,309			2,926		14,235

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	MH/Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
BID ITEM = 1800											
Description =	Tank Cleaning & Commissioning		Unit =	LS	Takeoff Quan:			1.000	Engr Quan:		0.000
3000.2	CNC Tank Testing & Commission		Quan:	1.00 LS	Hrs/Shft:	10.00	Cal: 510	WC: 6217			
											**Unreviewed
<u>PF1</u>	Pipe Fitting No Machine		50.00	CH	Prod:	0.2000 US	Lab Pcs:	2.00	Eqp Pcs:	1.50	
8TPU	Pickup Trucks	1.00	50.00	HR	23.710				1,186		1,186
8TWT	Water Truck	0.50	25.00	HR	102.890				2,572		2,572
FP	Foreman Pipe	1.00	50.00	MH	38.000	4,492					4,492
PL	Pipelay Lead	1.00	50.00	MH	26.000	3,653					3,653
\$11,902.46	100.0000 MH/LS		100.00	MH	[3520]	8,145			3,758		11,902
=====> Item Totals: 1800 - Tank Cleaning & Commissioning											
\$26,137.40	260.0000 MH/LS		260.00	MH	[8536]	19,454			6,683		26,137
26,137.400	1 LS					19,453.95			6,683.45		26,137.40

Total of Above Sub-Biditems

=====> Item Totals: 1000 - Tank											
\$1,692,624.83	6,337.8700 MH/LS		6,337.87 MH	[202675.4]	461,655	347,798	71,595	303,982	507,595	1,692,625	
1,692,624.830	1 LS				461,654.56	347,797.94	71,595.10	303,982.23	507,595.00	1,692,624.83	

BID ITEM = 1850											
Description =	Tank Backfill Import Material		Unit =	LS	Takeoff Quan:			1.000	Engr Quan:		1.000
2700.150.1	SG Fill for Tank Backfill (Less Pipe Spo		Quan:	17,500.00 CY	Hrs/Shft:	10.00	Cal: 510	WC: 6217			
											**Unreviewed
2AGB	Granular Backf@106.75%	1.00	33,250.00	TON	1.000	35,494					35,494
2750.150.1	H Haul in Tank Fill Material		Quan:	33,250.00 TON	Hrs/Shft:	10.00	Cal: 510	WC: 6217			
											**Unreviewed
<u>HT</u>	Hauling Truck & Pup Crew		1,231.48	CH	Prod:	270.0000 US	Lab Pcs:	1.00	Eqp Pcs:	1.00	
8TTP	Dump Truck & Pup	1.00	1,231.48	HR	109.700				135,093		135,093
DR	Driver	1.00	1,231.48	MH	28.000	95,520					95,520
\$230,613.10	0.0370 MH/TON		1,231.48	MH	[1.141]	95,520			135,093		230,613
=====> Item Totals: 1850 - Tank Backfill Import Material											
\$266,107.48	1,231.4800 MH/LS		1,231.48	MH	[37929.58]	95,520	35,494		135,093		266,107
266,107.480	1 LS					95,519.75	35,494.38		135,093.35		266,107.48

PARENT ITEM = 1900											
Description =	Altitude Valve Vault		Unit =	LS	Takeoff Quan:			1.000	Engr Quan:		1.000

Listing of Sub-Biditems of Parent Item 1900:

BID ITEM = 2000											
Description =	Altitude Valve Piping		Unit =	LS	Takeoff Quan:			1.000	Engr Quan:		0.000
2400	IPL Furnish Altitude Valve Piping		Quan:	1.00 LS	Hrs/Shft:	10.00	Cal: 510	WC: 6229			
2166R	16" X 6" MJ Re@106.75%	1.00	2.00	EA	1.000		2				2

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit MH/Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
BID ITEM = 2000										
Description =	Altitude Valve Piping		Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		0.000
216MLD	16" Megalug DI@106.75%	1.00	6.00 EA	205.710		1,318				1,318
216SL	16" MJ Sleeve@106.75%	1.00	2.00 EA	831.400		1,775				1,775
26902	6" Flg 90 Bend@106.75%	1.00	2.00 EA	1.000		2				2
26ALTV	6" Alitude Val@106.75%	1.00	1.00 EA	18,500.000		19,749				19,749
26DJ	6" Dismantling@106.75%	1.00	2.00 EA	1.000		2				2
26FP	6" Flange Pack@106.75%	1.00	18.00 EA	50.100		963				963
26GV2	6" Flg Gate Va@106.75%	1.00	3.00 EA	839.230		2,688				2,688
26MLD	6" Megalug DIP@106.75%	1.00	2.00 EA	45.990		98				98
26PS	6" Pipe Suppor@106.75%	1.00	5.00 EA	479.000		2,557				2,557
26RCA	6" Restrained @106.75%	1.00	2.00 EA	282.380		603				603
26SF1	6" Flg Spool 1@106.75%	1.00	2.00 EA	344.720		736				736
26SF2	6" Flg Spool 2@106.75%	1.00	2.00 EA	372.760		796				796
26SF2TR	6" Flg Spool 2@106.75%	1.00	2.00 EA	485.620		1,037				1,037
26SF3	6" Flg Spool 3@106.75%	1.00	2.00 EA	381.060		814				814
26T2	6" Flg Tee@106.75%	1.00	2.00 EA	1.000		2				2
2PG	Pressure Gauge@106.75%	1.00	2.00 EA	291.440		622				622
\$33,762.35				[]		33,762				33,762

2400.1 IPL Install Fittings Quan: 25.00 EA Hrs/Shft: 10.00 Cal: 510 WC: 6217

<u>PF1</u>	Pipe Fitting No Machine		25.00 CH	Prod:	10.0000 US	Lab Pcs:	2.00	Eqp Pcs:	1.00
8TPU	Pickup Trucks	1.00	25.00 HR	23.710				593	593
FP	Foreman Pipe	1.00	25.00 MH	38.000	2,246				2,246
PL	Pipelayer Lead	1.00	25.00 MH	26.000	1,826				1,826
\$4,665.10	2.0000 MH/EA		50.00 MH	[70.4]	4,072			593	4,665

=====>	Item Totals: 2000 - Altitude Valve Piping								
\$38,427.45	50.0000 MH/LS		50.00 MH	[1760]	4,072 33,762			593	38,427
38,427.450	1 LS				4,072.35 33,762.35			592.75	38,427.45

BID ITEM = 2100									
Description =	Altitude Vault		Unit =	LS	Takeoff Quan:		1.000	Engr Quan:	0.000

2500 MH Furnish Vault Quan: 1.00 EA Hrs/Shft: 10.00 Cal: 510 WC: 6306

2VAULT	Vault (8' x 1@106.75%	1.00	1.00 LS	15,000.000		16,013			16,013
3MISCP	Miscellaneous @106.75%	1.00	1.00 LS	500.000			534		534
\$16,546.25				[]		16,013	534		16,546

2080 EXS Excavate Structure Quan: 75.00 CY Hrs/Shft: 10.00 Cal: 510 WC: 6217

<u>EX3</u>	Excavation Large		10.00 CH	Prod:	75.0000 US	Lab Pcs:	3.00	Eqp Pcs:	4.00
8EX400	400 Series Trackhoe	1.00	10.00 HR	266.270				2,663	2,663
8L80	80 Series Loader	1.00	10.00 HR	110.790				1,108	1,108
8MRL	Rotary Laser	1.00	10.00 HR	1.500				15	15
8TPU	Pickup Trucks	1.00	10.00 HR	23.710				237	237
FP	Foreman Pipe	1.00	10.00 MH	38.000	898				898
OP	Operator	1.00	10.00 MH	27.000	769				769
PL	Pipelayer Lead	1.00	10.00 MH	26.000	731				731
\$6,421.05	0.4000 MH/CY		30.00 MH	[13.347]	2,398			4,023	6,421

2400.3 IPL Install 12" gravel under vault & le Quan: 180.00 SF Hrs/Shft: 10.00 Cal: 510 WC: 6217

<u>PF</u>	Pipe Fitting Crew Large		5.00 CH	Prod:	360.0000 US	Lab Pcs:	3.00	Eqp Pcs:	2.00
8EX200	200 Series Trackhoe	1.00	5.00 HR	141.020				705	705
8TPU	Pickup Trucks	1.00	5.00 HR	23.710				119	119

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	MH/Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
BID ITEM = 2100											
Description =	Altitude Vault				Unit =	LS	Takeoff Quan:	1.000	Engr Quan:		0.000
FP	Foreman Pipe	1.00	5.00 MH			38.000	449				449
PI	Pipelay	1.00	5.00 MH			24.000	352				352
PL	Pipelay Lead	1.00	5.00 MH			26.000	365				365
\$1,990.43	0.0833 MH/SF		15.00 MH			[2.689]	1,167		824		1,990
2500.1 MH Install Vault											
					Quan:	1.00 EA	Hrs/Shft:	10.00	Cal:	510	WC: 6217
<u>PMH</u>	Manhole Crew			7.00 CH	Prod:	1.4286 US	Lab Pcs:	4.00	Eqp Pcs:		1.75
8EX400	400 Series Trackhoe	0.50	3.50 HR			266.270			932		932
8L70	70 Series Loader	0.25	1.75 HR			104.600			183		183
8MTB	Trench Boxes	1.00	7.00 HR			6.750			47		47
FP	Foreman Pipe	1.00	7.00 MH			38.000	629				629
OP	Operator	1.00	7.00 MH			27.000	539				539
PI	Pipelay	1.00	7.00 MH			24.000	493				493
PL	Pipelay Lead	1.00	7.00 MH			26.000	511				511
\$3,334.32	28.0000 MH/EA		28.00 MH			[885.5]	2,172		1,162		3,334
2800 BFST Backfill Vault											
					Quan:	30.00 CY	Hrs/Shft:	10.00	Cal:	510	WC: 6217
<u>EX2</u>	Excavation Backfill Crew			10.00 CH	Prod:	30.0000 US	Lab Pcs:	3.00	Eqp Pcs:		3.50
8EX200	200 Series Trackhoe	1.00	10.00 HR			141.020			1,410		1,410
8L70	70 Series Loader	0.50	5.00 HR			104.600			523		523
8MCW	Compaction Wheel	1.00	10.00 HR			48.280			483		483
8TPU	Pickup Trucks	1.00	10.00 HR			23.710			237		237
FP	Foreman Pipe	1.00	10.00 MH			38.000	898				898
OP	Operator	1.00	10.00 MH			27.000	769				769
PL	Pipelay Lead	1.00	10.00 MH			26.000	731				731
\$5,051.45	1.0000 MH/CY		30.00 MH			[33.367]	2,398		2,653		5,051
2700.150 SG Sand & Gravel											
					Quan:	15.00 TON	Hrs/Shft:	10.00	Cal:	510	WC: 4000
2A34	3/4" Gravel@106.75%	1.00	15.00 TON			14.200	227				**Unreviewed 227
2750.150 H Hauling											
					Quan:	15.00 TON	Hrs/Shft:	10.00	Cal:	510	WC: 4000
<u>HT</u>	Hauling Truck & Pup Crew			0.63 CH	Prod:	235.0000 US	Lab Pcs:	1.00	Eqp Pcs:		1.00
8TTP	Dump Truck & Pup	1.00	0.64 HR			109.700			70		70
DR	Driver	1.00	0.64 MH			28.000	50				50
\$119.85	0.0426 MH/TON		0.64 MH			[1.314]	50		70		120
Item Totals: 2100 - Altitude Vault											
\$33,690.73	103.6400 MH/LS		103.64 MH			[3391.21]	8,185 16,240	534	8,732		33,691
33,690.730	1 LS						8,185.22 16,239.88	533.75	8,731.88		33,690.73
Total of Above Sub-Biditems											
Item Totals: 1900 - Altitude Valve Vault											
\$72,118.18	153.6400 MH/LS		153.64 MH			[5151.21]	12,258 50,002	534	9,325		72,118
72,118.180	1 LS						12,257.57 50,002.23	533.75	9,324.63		72,118.18

BID ITEM = 2200 CLIENT# = 6
Description = Electrical/SCADA/Instrumentation Budget Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit MH/Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
BID ITEM = 2200	CLIENT# = 6									
Description =	Electrical/SCADA/Instrumentation Budget		Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
7900	ELC Electrical Complete		Quan:	1.00 LS	Hrs/Shift:	10.00	Cal: 510	WC: 6325		
4ELE	Electrical Subcontractor	1.00	1.00 LS	50,000.000				50,000		50,000
BID ITEM = 2300	CLIENT# = 7									
Description =	24 & 16 Inch Pipe & Valve Materials PO #		Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
2400	IPL Irrigation Pipe Laying		Quan:	1.00 LS	Hrs/Shift:	10.00	Cal: 510	WC: 6229		
2PIPE	Pipe@107.25%	1.00	1.00 LS	1,171,062.530		1,255,965				1,255,965
=====>	Item Totals: 2300 - 24 & 16 Inch Pipe & Valve Materials PO #									
	\$1,255,964.56			[]		1,255,965				1,255,965
	1,255,964.560	1 LS				1,255,964.56				1,255,964.56
BID ITEM = 2400	CLIENT# = 8									
Description =	DIP Fitting PO #2		Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
2400	IPL Irrigation Pipe Laying		Quan:	1.00 LS	Hrs/Shift:	10.00	Cal: 510	WC: 6229		
2FITTINGS	Fittings@107.25%	1.00	1.00 LS	78,066.190		83,726				83,726
=====>	Item Totals: 2400 - DIP Fitting PO #2									
	\$83,725.99			[]		83,726				83,726
	83,725.990	1 LS				83,725.99				83,725.99
BID ITEM = 2500	CLIENT# = 9									
Description =	Markup 7%		Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
There are no activities in this biditem.										
BID ITEM = 2600	CLIENT# = 10									
Description =	Contingency 2.5%		Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
There are no activities in this biditem.										
\$4,265,845.45	*** Report Totals ***	11,268.80 MH			840,777	2,031,884	103,221	713,793	576,170	4,265,845

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

"Unreviewed" Activities are marked.

Bid Date: 12/10/21 Owner: Engineering Firm:

Estimator-In-Charge:

Vancon, Inc.
21187CITY
Chad

Santquin CMGC #1 Tank/Pipe

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12/09/2021 19:03

Direct Cost Report

Activity	Desc	Quantity	Unit	MH/Unit	Unit	Labor	Perm	Constr	Equip	Sub-	Total
Resource		Pcs			Cost		Material	Matl/Exp	Ment	Contract	

BID ITEM = 2600 CLIENT# = 10
Description = Contingency 2.5% Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

JOB NOTES

Estimate created on: 08/30/2021 by User#: 6 - David
Source estimate used: R:\EST\ESTMAST

*****Estimate created on: 12/03/2021 by User#: 10 - Doug G
Source estimate used: R:\EST\21152

*****Estimate created on: 12/09/2021 by User#: 2 - Chad
Source estimate used: R:\EST\21187

*on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%
-----Calendar Codes-----

509 5 -9 HOUR DAY
510 5 -10 HOUR DAY (Default Calendar)
511 5 - 11 HOUR DAY
610 6 - 10 HOUR
WE WEEKEND



MEMORANDUM

December 10, 2021

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

Mayor and Council Members,

The bidding for the interior completion and finishes for the new Santaquin City Hall is now complete. This interior completion and these finishes include electrical, plumbing, HVAC, audio/visual, data, material finishes (e.g. finish woodwork, flooring, paint, tile, railing, doors, glass, etc.), access control, etc. With this interior completion and finishes competitive bidding now complete, Ellsworth-Paulsen Construction, has prepared and provided their Guaranteed Maximum Price (GMP) to complete the interior and interior finishes portion of the City Hall project.

In addition to the GMP amount for the first two floors of the main building, Ellsworth-Paulsen has also provided several additive alternates with this GMP for completion and finishes for other various portions of the project that were originally planned as options that could be completed now or in the future, as available funding allows. These additive alternates include 1). basement finish of the main part of the building, 2). south wing basement finishes, and 3). upgraded interior finishes (i.e., upgraded lighting, upgraded finish woodwork, cabinetry, acoustical panels, faux beams, additional drywall finish enhancements, wood baseboard, etc.).

Another additive alternate is for a backup power generator. As the emergency generator will power the City Hall Emergency Operations Center during any power outages, Santaquin City Emergency Manager, Chris Lindquist, worked to secure an \$80,000 state of Utah grant to help fund a portion of the emergency generator costs. We were recently awarded that \$80,000 grant for the emergency generator.

We very much appreciate Ellsworth-Paulsen's helping us to finalize the interior design of the new city hall project. With their help during the interior design process, we were able to do a significant amount of value engineering in order to design the very best project possible for the city, and at a competitive cost. In the current construction market, their input and help have been invaluable in helping us to overcome possible construction delays and challenges as well as helping us understand how best to keep project construction costs as low as possible.

Ellsworth-Paulsen's proposed Guaranteed Maximum Price (GMP) for the interior of the building is \$4,105,633.43. This GMP includes all four of the contemplated additive alternates for the project that are listed above.

It should be noted that, the interior of the west wing of the building is not contemplated or included with this GMP. Completion of the west wing interior will need to be designed and funded at a later date. The west wing of the building has been contemplated for the possibility of a larger city library or for future city hall or other expansion purposes.

Adequate funding is currently available to complete all items proposed under this GMP.

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

Staff Recommendation:

Staff recommends approval of a GMP for the interior completion of the City Hall project to Ellsworth-Paulsen CM/GC contract for the new Santaquin City Hall.

Recommended Motion:

Motion to approve a Guaranteed Maximum Price for interior completion and finishes in an amount of \$4,105,633.43 for Ellsworth-Paulsen to complete the interior areas listed above for the new Santaquin City Hall.

Santaquin City Hall Building				Ellsworth Paulsen Construction			
CSI Division	Description	#2 Main Finishes	#3 Main Basement Finishes	#4 South basement Finishes	#5 Generator	#6 Upgrade of Interior Finishes	TOTAL
01-1005	Bonds and Insurance	32,061.60	21,374.40	18,200.00	3,075.00	10,170.00	84,881.00
01-1010	Project manager, gas, truck, & phone	14,018.40	9,345.60	9,345.60			32,709.60
01-1020	Superintendant, gas, truck, & phone	38,787.00	25,858.00	25,858.00	2,500.00	10,000.00	103,003.00
01-1030	10 c.y. Dumpster w/ (1) dump/week	2,592.00	1,728.00	1,728.00		345.60	6,393.60
01-1050	Survey & layout	2,406.00	1,604.00	1,604.00		320.80	5,934.80
01-1060	Temporary electric connection/distribution	1,500.00	1,000.00	1,000.00		200.00	3,700.00
01-1070	Field office expense, telephone	1,222.80	815.20	815.20		163.04	3,016.24
01-1075	AS-Built Drawing	150.00	100.00	100.00		20.00	370.00
01-1080	Clean-up	2,663.40	1,775.60	1,775.60		355.12	6,569.72
01-1090	Temporary Toilet	936.00	624.00	624.00		124.80	2,308.80
01-1095	Temporary Water	300.00					300.00
01-1120	Office trailer	1,222.80	815.20	815.20		163.04	3,016.24
01-1150	Final Cleaning	19,183.00	2,100.00	2,000.00		1,500.00	24,783.00
03.6000	Gypcrete (Knell)	48,500.00					48,500.00
05.1000	Structural steel & Lintels (South Shop)	62,387.00					62,387.00
06-1000	Wood Framing (All Utah)					60,000.00	60,000.00
06.4000	Millwork (MC Mill)	86,701.00	27,739.00	13,695.00		448,800.00	576,935.00
06.4500	Wood Backing	8,000.00	2,000.00	1,000.00			11,000.00
07-5000	Insulation (USI)	27,955.00	6,995.00	2,385.00			37,335.00
08-2000	Interior Doors/Frames/Hardware (RIMCO)	68,795.00	31,255.00	20,800.00			120,850.00
08-2000	Interior Doors/Frames/Hardware (Lofoten)	14,950.00	3,510.00	2,700.00			21,160.00
09-2000	Tile (Westech)	98,032.00	11,057.00				109,089.00
09-3000	Flooring (Flooring Services)	90,482.00	21,372.00	16,876.00			128,730.00
09-4000	Drywall & Acoustical (Clayco)	462,135.00	103,521.00	75,943.00		48,000.00	689,599.00
09-8000	Acoustical Sound Panels					14,000.00	14,000.00
09-4000	Paint/Coatings Subcontractor (Pulham)	54,890.00	20,200.00	7,550.00			82,640.00
10-2000	Building Signage	10,868.00					10,868.00
10-2200	Operable Partition			22,898.00			22,898.00
10-6000	Toilet partions, accessories and FEC (TSC)	32,759.00	14,927.00				47,686.00

10-7000	Flagpoles (Colonial)	9,656.00					9,656.00
12-2000	Roller Shades (Scottco)	10,740.00	2,060.00	2,420.00			15,220.00
13-1000	Fire Sprinklers (KIMCO)	14,300.00	4,950.00	8,500.00			27,750.00
14-5000	Elevator, hydraulic, 3-story (Otis)	98,900.00					98,900.00
15-2000	Plumbing (PJ Plumbing)	24,848.00	15,477.00	2,003.00			42,328.00
15-5000	HVAC (Gunthers)		121,908.00	89,342.00			211,250.00
16-1000	Electrical (Morris)	545,960.00	95,850.00	85,935.00	210,160.00	162,940.00	1,100,845.00
16-2000	A/V and Data	100,000.00					100,000.00
	Total Costs	1,987,901.00	549,961.00	415,912.60	215,735.00	757,102.40	3,926,612.00
	Profit 3%	59,637.03	16,498.83	12,477.38	6,472.05	22,713.07	117,798.36
	Contingency	3,061.74	16,498.83	12,477.38	6,472.05	22,713.07	61,223.07
	TOTAL	2,050,599.77	582,958.66	440,867.36	228,679.10	802,528.54	4,105,633.43
	Cumulative Total	2,050,599.77	2,633,558.43	3,074,425.79	3,303,104.89	4,105,633.43	
20-1000	Winter Conditions						



MEMORANDUM

December 10, 2021

To: Santaquin City Mayor and City Council
From: Norm Beagley, MPA, P.E. Assistant City Manager
RE: Water Rights Work by Hansen, Allen, and Luce, Inc.

Mayor and Council Members,

As part of their work to evaluate Santaquin City Water Rights and prepare our 40-year water rights plan, Hansen, Allen, & Luce (HAL) has identified multiple corrections, changes, updates, etc. needed to fully bring our water rights current with City needs and uses and to meet State of Utah Engineer's reporting, updating, etc. requirements.

This needed water rights work includes correcting City water right use locations, correcting presumed clerical errors/data entry errors, add/change points of diversions, research unknown status of approved change application for shares in Utah Lake Distributing Co, and to correct miscellaneous other minor errors, omissions, or needed information on the City's water rights.

Two of our City well source protection plans also need to be updated, per the current state mandated update schedule. These source protection plans are for the Summit Ridge Well and the Cemetery Well. Source protection plans are required to be updated every 5 – 8 years, depending on the type of source (i.e. wells or springs).

Funding for the professional services work discussed herein is contemplated in the FY2021-2022 Budget Amendment 1 that is for your consideration on December 14, 2021.

If you have any questions or would like further information on HAL's water right evaluation, or their proposal, I would be happy to discuss these with you further.

Recommended Motion: Motion to award professional services for water rights work to Hansen, Allen, & Luce, Inc. for City water right updates, changes, etc. in a not to exceed amount of \$32,878.00.

Mr. Norm Beagley
Santaquin City
275 West Main Street
Santaquin, UT 84655

September 21, 2021

RE: Water Right Recommendations from the 40-Year Plan

Dear Mr. Beagley,

Hansen, Allen & Luce (HAL) is proposing to perform recommended tasks identified in the "Projected Water Right Use Analysis (40-Year Plan) presented to you in 2021. We propose to complete the recommendations on a time and material basis, with a "Not to exceed" value. This cost estimate was prepared assuming that each task would be performed separately, but HAL can be more efficient by completing several of the tasks together.

PROJECT UNDERSTANDING

As Santaquin City grows it will need to rely more on its groundwater wells as drinking water sources, requiring the water rights to be approved for municipal use. Water rights approved for municipal use can still be used in the City's pressurized irrigation system, which is existing practice.

The City is currently unable to file proof on several of its change applications without further developing the sources for each water right or by adding additional existing points of diversion. The City's water reuse permit will allow it to use more recovered wastewater in its pressurized irrigation system as more of its groundwater supply is used in the drinking water system instead of the pressurized irrigation system.

This can be accomplished by adding all of the City's wells as points of diversion for each of its groundwater rights and by having all of the groundwater rights approved for municipal use. This appears to be the DWRI's preferred method when filing Proof of Beneficial use. Some of the water rights approved for municipal use and listed on the water reuse permit are not owned by the City, and the ownership is in question.

HAL proposes to work with both the City personnel and the Utah Division of Water Rights to file the change applications and perform other tasks necessary that would allow the City to put their water rights to full beneficial use and provide the clearest path to file the necessary change applications. HAL will perform the actions identified in the following scope of work.

SCOPE OF WORK

Task 100 Water Right Change Applications and Administrative Changes

Objective: Take the necessary actions to preserve and continue to develop the City's existing Water Rights by filing the necessary applications with the UT DWRI.

Input:

- Location and preliminary design of proposed wells
- The City's water use records and water share certificates

Activities:

- a. Meet with Santaquin City to set schedule and obtain necessary input and direction
- b. Meet with the Division of Water Rights (DWRI) to discuss each of the following applications.
 - c. Water Right 51-1013
 - i. Discuss with DWRI to determine if the 0.28 cfs deeded to Santaquin in 1942 still requires a change application if the City wants it to be classified as a municipal use. This issue is brought up in the DWRI's online files and does not appear to have had a resolution.
 - ii. Work with DWRI and suggest an administrative change to modify the use from irrigation to municipal.
 - d. Water Right 51-1348
 - i. Prepare and file a change application to add all of the City's wells and proposed wells as points of diversion.. The approved sources, the Cemetery and Center Street wells do not have enough capacity to provide the needed 1,795 ac-ft/yr.
 - e. Water Right 53-1496
 - i. Work with the City and contact Utah Lake Distributing Company and Evan Johnson to see who owns the remaining 55 shares that are part of the basis of water right 53-1496.
 - ii. Prepare and file a Report of Conveyance with DWRI to update the current ownership of the additional 63 shares and 304.92 ac-ft acquired by the City since the DWRI records were last updated.
 - iii. Prepare and file a change application that adds all of the City's groundwater wells and proposed wells as points of diversion in order to fully utilize this water right. Until this is done, the full 526.33 ac-ft of

groundwater water rights cannot be used, and the related volume of Water Reuse Permit NS15 Type I Effluent cannot be reused. Currently, the only approved point of diversion for this well is the West Side Well, which is not currently being utilized.

f. Water Right 53-1675

- i. Prepare and file a change application on Water Right 53-1675 to change the use from “irrigation” to “municipal,” and add all of the City’s groundwater wells and proposed wells as points of diversion for this water right. This water right is approved for diversion from the Summit Ridge well, which is used in the drinking water system, but can be diverted into the pressurized irrigation system.

g. Water share certificate inventory

- i. As part of a comprehensive water asset documentation process, HAL proposes to compile a full inventory of all water share certificates and compare the hard copy certificates to the change applications that are based upon water shares. As the State Engineer does not maintain records of these certificates, it is important for the City to have complete and accurate certificate records in a secure location.
- h. Once the change applications are approved, HAL will provide a recommendation for a schedule as to which rights the City should file “Proof of Beneficial Use” and when. HAL will program into a schedule the necessary time to prepare the water right certifications and submit to the State Engineer to facilitate proper submission well before prescribed deadlines. This water right proof schedule will be shared with the City.
- i. HAL is able to prepare the water right proof documents and submit to the State Engineer in the timing and manner as requested by the City. The scope of work to prepare individual water right proof documents is not included at this time.

Output:

- Three change applications submitted to the UT DWRI.
- A Report of Water Right Conveyance submitted to the UT DWRI for water right 53-1496.
- A report on the current ownership of the Utah Lake Distributing shares related to water right 53-1496.
- A summary report of all hard copy water share certificates owned by Santaquin City, with notations of any discrepancies, errors or missing certificates.
- A recommended schedule for filing necessary Proofs of Beneficial Use once the change applications are approved.

Task 200 Support to Augment ULS Contracts

Objective: Support the City in negotiations with CUWCD and other contracting entities of the ULS system to seek for additional contract delivery capacity for Santaquin City.

HAL will facilitate and attend meetings in conjunction with the City and with necessary parties.

Input:

- Preliminary ULS delivery contracts as provided by CUWCD.
- The City's historical water use records.

Activities:

- a. Meet with Santaquin City to discuss approach and roles and obtain necessary input and direction.
- b. Meet with the CUWCD as appropriate to make them aware of the City's intent to contract for additional ULS capacity.

Output:

- Summarize findings in a written letter to the City Engineer and recommendations for a means to augment the existing ULS contract.

Task 300 Source Development Strategy

Objective: Develop a strategy to develop additional groundwater source capacity for Santaquin City.

Input:

- Location and design of existing and proposed wells.
- Previous studies or documentation of well siting efforts and corresponding results.
- The City's water use records.

Activities:

- a. Meet with Santaquin City to collect data and information necessary for an analysis.
- b. Review and analyze existing well information, compare with published water resource investigations of the area and make recommendations for either existing well rehabilitation or development of new wells in prescribed locations. Results will be summarized in a technical memorandum.

Output:

- Technical memorandum recommending a strategy for additional groundwater development for Santaquin City.

Task 400 Support for Water Credit Policy

Objective: Assist the City with the development of alternative water credit policy to meet new development requirements.

Input:

- Location and preliminary design of proposed wells
- The City's current ordinance on water exaction.

Activities:

- a. Meet with internal stakeholders of Santaquin City in an effort to capture needs and goals of the City that must be considered in a water credit policy.
- b. Meet with the Division of Water Rights (DWRi) to review proposed policy for concurrence.
- c. Meeting with Santaquin City to discuss draft water credit policy.

Output:

- A draft water credit policy for review and consideration by the Mayor and City Council.

Task 500 Progress Meetings with Santaquin City

Objective: Progress meetings with City staff

Activities:

- a. Two progress meetings with Santaquin City to discuss results and progress on all tasks.

PROFESSIONAL SERVICES FEE

Our estimated fee for completing the scope of work described herein is summarized in the table below.

PHASE	DESCRIPTION	ESTIMATED FEE
1	40 YR Water Rights Plan Recommendations – IMPLEMENTATION – Phase 1	\$25,402

ASSUMPTIONS

The Hansen, Allen & Luce, Inc. (HAL) Scope of Work and Engineering Fee have been developed and estimated assuming the project will proceed in general conformance with HAL's proposal. As part of this Scope of Work, the following assumptions were made. If circumstances arise which cause these assumptions not to be valid, a change in the Scope of Work and engineering fee will be necessary:

1. HAL assumes the City will be able to provide the location of the proposed well(s) identified in the City's Water Master Plan.
2. The 40-year plan included other recommendations, i.e., making improvements to the wastewater reuse storage and pumping infrastructure. HAL can provide these services, but they are not included in this scope of work. The reuse permit is affected by the wastewater generation from the drinking water rights. Therefore, those front-line rights should be addressed first, and then we will have a more accurate quantification of water reuse.
3. This scope of work does not include preparing and filing water right proofs of beneficial use. We will be happy to prepare a scope and fee that is appropriate and applicable to each specific water right proof process as is needful based upon the timing of each submittal and the conditions of each approved change application.

Please call if you have any suggested changes to the identified scope of services herein.

Sincerely,

HANSEN, ALLEN & LUCE, INC.



Steve Jones, M.S. P.E.
Principal

APPROVED BY:

SANTAQUIN CITY

Norm Beagley
City Engineer

DWJ

TASK ORDER NO. 415.06.100
TO
ENGINEERING SERVICES AGREEMENT

CLIENT Santaquin City
Effective Date of Agreement: December 10, 2021

THIS TASK ORDER NO. 415.06.100 TO ENGINEERING SERVICES AGREEMENT (this "TASK ORDER") is made and entered into as of the 10th day of December 2021 by and between CLIENT and HANSEN, ALLEN & LUCE, INC., ("HAL"), who agree as follows:

1. PROJECT. The PROJECT associated with this TASK ORDER is described as follows: Update Santaquin City's Drinking Water Source Protection Plans for Summit Ridge Well and Cemetery Well as required by the Utah Division of Drinking Water (R309-600).
The PROJECT SITE is located as follows: Well locations and adjacent areas within delineated source protection zones.
2. SCOPE OF SERVICES. The SCOPE OF SERVICES associated with this TASK ORDER is attached hereto as Exhibit Task Order A.
3. FEES. CLIENT shall reimburse HAL for services provided under this AGREEMENT on an hourly billing rate and materials expenses. Hourly rate in accordance with the HAL Standard Fee Schedule ("FEE SCHEDULE") is attached hereto as Exhibit Task Order B. CLIENT hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to CLIENT, and CLIENT further agrees to pay all fees and charges to HAL in accordance with the ENGINEERING SERVICES AGREEMENT and FEE SCHEDULE.
4. SCHEDULE. We estimate that tasks can be completed by January 31, 2022.
5. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this TASK ORDER are incorporated herein and are made a part of the ENGINEERING SERVICES AGREEMENT.
6. CLIENT has read and understood all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of the ENGINEERING SERVICES AGREEMENT.

IN WITNESS WHEREOF, CLIENT and HAL have executed this TASK ORDER as of the date first above written.

CLIENT: _____

HANSEN, ALLEN & LUCE, INC.

By: _____

By: _____

Its: _____

Its: _____

SCOPE OF WORK

Santaquin City requested that HAL complete DWSP updates for Cemetery Well and Summit Ridge Well. While these updates for the two wells are due by December 31, 2021, we will notify the Utah Division of Drinking Water that updates are in process and will be received shortly after the first of the new year. Keeping the Division aware of the schedule typically mitigates potential concerns of a submission past the due date.

UNDERSTANDING THE PROJECT

The City has regularly updated DWSP plans for the Cemetery Well, Summit Ridge Well and Santaquin Springs. Plan updates for Cemetery Well and Summit Ridge Well are due by December 31, 2021. The DWSP Update for Santaquin Springs will be due December 31, 2023.

TASKS

Preparation of the updated DWSP Plan will include the following tasks:

1. Update or identify potential contamination sources (PCSs), prioritize PCSs, and assess hazard controls at PCSs. Generate GIS shapefiles of PCSs.
2. Prepare the Management Program for Existing PCSs that are not adequately controlled and Prepare the Management Program for Future Potential Contamination Sources.
3. Update or prepare Implementation Schedule of the management programs, the resource evaluation, and the record keeping section.
4. Document that the City's existing Contingency Plan is still in force and update the Public Notification and Waiver Evaluation sections of the DWSP plan.
5. Prepare a Draft of the DWSP plan for submittal to the City and finalize the DWSP based on City comments and then submit the DWSP Plan to the Division of Drinking Water.

ASSUMPTIONS

In preparation of our proposal, we have made the following assumptions:

- No delineation or modification of source protection zones will be required, as the operations of the wells has not changed since the most recent DWSP update.
- A "windshield survey" of DWSP zones is sufficient to identify PCSs. An existing septic system at 875 S. Canyon Road will be included in the PCS inventory update and management plan.
- No project meetings will be required. All coordination will take place through email and phone calls.
- We have not included in our proposal time and resources for responding to agency comments regarding the DWSP Plans as they cannot be predicted. Any required amendments and modifications to the plan would be outside this current proposal cost and would be billed on a time and materials basis. Most DWSP plans submitted by HAL to the Division of Drinking Water are concurred with on the first submittal.
- A PDF copy of the final DWSP Plan will be submitted electronically to the Division of Drinking Water (DDW) and submitted to Santaquin City. It is assumed that HAL will submit the report to DDW on the City's behalf.
- GIS shapefiles and/or spreadsheets developed for the DWSP Plan will be provided to Santaquin City to be included with their asset management software.

FEE PROPOSAL

Our estimated professional services fee for updating the DWSP Plans is \$7,476. This cost is based on our Scope of Work and assumptions as noted above and upon information available to us at this time.

SCHEDULE

Our anticipated schedule for completion of the DWSP Plan is within 50 days of HAL receiving notification to proceed, with estimated completion by January 31, 2022.

**STANDARD FEE SCHEDULE
2021**

PERSONNEL CHARGES

Client agrees to reimburse Hansen, Allen & Luce, Inc. (HAL), for personnel expenses directly related to the completion of the project, in accordance with the following:

Senior Managing Professional.....	\$197.10/hr
Managing Professional	\$174.84/hr
Senior Professional III	\$168.76/hr
Senior Professional II	\$160.53/hr
Senior Professional I	\$148.70/hr
Professional III.....	\$139.52/hr
Professional II.....	\$125.13/hr
Professional I.....	\$117.30/hr
Professional Intern.....	\$106.03/hr
Engineering Student Intern	\$55.80/hr
Water Right Specialist	\$120.00/hr
Geologist	\$122.57/hr
Senior Designer.....	\$112.33/hr
Senior Field Technician	\$112.33/hr
Field Technician	\$91.23/hr
CAD Operator.....	\$91.23/hr
Public Relations Specialist.....	\$139.51/hr
Administrative Assistant	\$66.95/hr
Professional Land Surveyor.....	\$128.39/hr
1 Man GPS Surveying Services – PLS.....	\$153.00/hr
Drone Pilot	\$180.00/hr
Expert Legal Services.....	\$300.00/hr

DIRECT CHARGES

Client also agrees to reimburse HAL for all other costs directly related to the completion of the project. Direct charges shall include, but not be limited to, the following:

Communication, Computer, Reproduction	\$6.00 per labor hour
Out-of-town per diem allowance (lodging not included)	\$46.60 per day
Vehicle	\$0.65 per mile
Outside consulting and services	Cost plus 10%
Other direct expenses incurred during the project	Cost plus 10%
Trimble GPS Unit	\$130.00 per day
Data Logger/Transducer.....	\$125.00 per week

INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE..... 1.5% per month

Note: Annual adjustments to personnel and direct expense charges will occur in January of each year.
Mileage rate changes are based on fuel prices.