



CITY COUNCIL REGULAR MEETING

Tuesday, August 17, 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). 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 ANY CONFLICT OF INTEREST

CONSENT AGENDA (MINUTES, BILLS, ITEMS)

Minutes

- [1.](#) 08-03-2021 - Council Work Session Minutes
- [2.](#) 08-03-2021 Council Meeting Minutes

Bills

- [3.](#) Invoice Register - 08-17-2021 - \$463,513.34

Items

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

PUBLIC FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS

Recognitions

6. Introduction of the New Miss Santaquin Royalty
7. Business of the Month - Farmyard Fresh
8. New Employee Introductions - Megan Wilson

Awards

- [9.](#) CM/GC Award - Summit Ridge Tank & Booster
- [10.](#) Design Contract Award - Center Street CDBG Funded Storm Drain Project

Public Forum

BUILDING PERMIT & BUSINESS LICENSE REPORT

NEW BUSINESS

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

City Manager Benjamin Reeves

Assistant City Manager Norm Beagley

Community Development Director Jason Bond

REPORTS BY MAYOR AND COUNCIL MEMBERS

Mayor Hunsaker

Council Member Miller

Council Member Montoya

Council Member Mecham

Council Member Hathaway

Council Member Bowman


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

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

ADJOURNMENT

CERTIFICATE OF MAILING/POSTING

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

BY: 
K. Aaron Shirley, City Recorder



CITY COUNCIL WORK SESSION MEETING

Tuesday, August 03, 2021, at 5:30 PM
Court Room/Council Chambers (2nd Floor) and Online

Minutes

ROLL CALL

PRESENT

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

PLEDGE OF ALLEGIANCE

Offered by Lynn Mecham.

DISCUSSION ITEMS

Community Services Director John Bradley introduced Eric Holt the new Sports Coordinator and he introduced himself to the Council.

1. Discussion Regarding East Side Frontage Road

City Manager Benjamin Reeves introduced the East Side Frontage Road and shared a presentation that discussed the Peterson Property, including the process for it coming together. Yield plans, lot entitlements, initial proposals, and current proposals were discussed in relation to traffic flows in the area as discussed with Utah Department of Transportation (UDOT) according to a UDOT study. Reeves reiterated that public input and discussion is needed and desired to make a good decision in regards to this development.

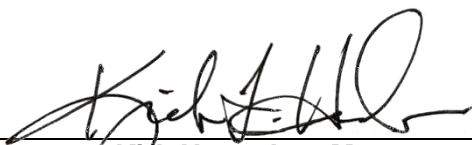
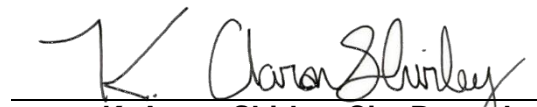
Mayor Hunsaker explained that in all his years in office as Mayor that he has been soliciting UDOT to be able to improve its northern interchange and it's taken his 7 1/2 years in office to get UDOT to finally acknowledge the need and put it into a phase I to study out various options to put temporary solutions to improve the interchange before a full on interchange improvement can occur years down the road.

A discussion was had between staff and Council.

2. Utah State University - Student Recommendations Discussion
3. Review Upcoming Agenda Items

ADJOURNMENT

ATTEST:


Kirk Hunsaker, Mayor
K. Aaron Shirley, City Recorder



CITY COUNCIL REGULAR MEETING

Tuesday, August 03, 2021, at 7:00 PM
Court Room/Council Chambers (2nd Floor) and Online

Minutes

ROLL CALL

PRESENT

Mayor Kirk Hunsaker
Council Member Betsy Montoya
Council Member Lynn Mecham
Council Member David Hathaway

PLEDGE OF ALLEGIANCE

Led by Dave Hathaway.

INVOCATION / INSPIRATIONAL THOUGHT

Offered by Dan Olson.

CONSENT AGENDA (MINUTES, BILLS, ITEMS)

Minutes

1. 07-20-2020 Council Work Session Minutes
2. 07-20-2021 Council Meeting Minutes

Bills

3. Invoice Register - 07-30-2021 - \$806,746.06

Items

4. Out of State Training Request - Norm Beagley and Dennis Marker
 5. Resolution 08-01-2021 - Ratify Purchase of Real Property
 6. Resolution 08-02-2021 - Declaring Surplus Property
 7. Resolution 08-03-2021 - Utah County 2021 Municipal Recreation Grant
- Motion made by Council Member Mecham to approve the consent agenda.
Seconded by Council Member Hathaway.

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

PUBLIC FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS

Public Forum

Name: Sherri Westover

Comment: There was a promise made by a previous City Council that construction along 900 S would not cause significant traffic issues but she understands that previous promises cannot be kept by current City Councils and staff. Shared some traffic mitigation language she found in the a contract or development agreement and asked for a traffic mitigation related to the development. There was an official sign from D.R. Horton that said "Construction Traffic and Home Buyers Welcome" so she wanted to know if whether or not there has been communication between the city and D.R. Horton about whether or not construction traffic is encouraged along that frontage road. With school coming in the fall she is concerned with construction traffic.

Name: Stan Robbins

Comment: Lives just outside of Santaquin City in unincorporated Utah County. His family drilled a well in 1989 and it is currently 300 feet deep. Recently, his family started experiencing water pressure problems since a new well was drilled by Summit Creek Irrigation Company fairly close by which he believes is correlated. Also, close by is a Summit Ridge well which he believes is taking water away from his well. He asked a state engineer about the aquifer below Santaquin and whether or not the two wells might be affecting his wells and the answer was yes. After talking with staff at Santaquin City he was told that he would have to give up 1 acre feet of water rights and pay double the rates because he was in the county. He feels this isn't right and is willing to pay impact fees and meter fees but does not believe it is okay to have to give up so much to buy into the system and asks for an exception.

Name: Art Adcock

Comment: Asked for consideration with the new Centennial basketball court and he is noticing bike skid marks and if there could be some fencing around the area to prevent destruction.

Awards

8. Recognition - Employee of the Month - Ryan Harris

Ryan Harris has been an invaluable addition to the Santaquin Community Development Department as the Staff Planner. Hired two years ago, Ryan has helped review subdivision applications and site plans, answered zoning questions, and helped projects through the process of application, during a time of unprecedented growth in Santaquin City. Ryan graduated in 2009 from the University of Utah with his bachelor's degree in Urban Planning. He grew up in Provo, lived in Saratoga Springs for nine years before moving to Payson two years ago. He has been married to his sweetheart, Melanie, for fifteen years and they have five children together ranging from thirteen to four years old. Needless to say, they have a busy household. Ryan loves anything to do with the outdoors including hiking and camping. He loves basketball and is a loyal fan of the Utah Jazz and the Runnin' Utes. Ryan has a great attitude and is anxious to help his fellow employees and anyone else who walks into the Community Development Department. Ryan is a self-starter. He is great at recognizing things that need to be done and working on those things without needing much direction. Some qualities that Ryan's co-workers have used to describe him are helpful, friendly, flexible, and knowledgeable. Ryan truly enjoys talking with the residents about everything to do with city development and likes hearing their opinions. Ryan is simply a good person with a great personality, and his co-workers feel grateful to work alongside him. Congrats Ryan on being nominated and recognized as the Santaquin City Employee of the Month!

9. Recognition - Distinguished Budget Presentation Award – Aaron Shirley

10. Recognition - Santaquin University Graduation - Nick Miller, Dan Olson, Jody Reid, Art Adcock, Nicci McNeff, Betsy Montoya, Jeff Siddoway, Michael Weight

Appointments

11. Library Board Appointment - Riana Jasperson

Riana Jasperson came and introduced herself to the City Council.

Motion made by Council Member Montoya to approve Mayor Hunsakers recommendation of Riana Jasperson to the Library Board.

Seconded by Council Member Mecham.

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

12. New Employee Introductions (Since COVID-19) – Officers Heber Shepherd, Justin Miller, Mclane Beckstead, Cody Tipler

Police Chief Rodney Hurst introduced his new police officers to the City Council: Heber Shepherd, Justin Miller, Mclane Beckstead, and Cody Tipler.

BUILDING PERMIT & BUSINESS LICENSE REPORT

NEW BUSINESS

Discussion & Possible Action

13. Approval of Change Order on Highland Drive/Canyon Road Project

Assistant City Manager Norm Beagley explained the following:

"In relation to the current reconstruction of the Highland Drive/Canyon Road intersection, there is a need for additional roadway, trail, & sidewalk improvements. These needed improvements were planned to be part of a previously approved subdivision. As that subdivision approval has now expired, and the development work for that project is not proceeding as quickly as we anticipated, I recommend that the city take action to finish these improvements. These additional improvements will provide a complete walking route and connectivity for children walking or riding their bikes to and from Orchard Hills Elementary. The cost to install these additional improvements along Highland Drive is \$37,459.70. When the future development of the adjacent property resumes, the city will require reimbursement from that developer for their proportionate share of these additional improvements. As the low bidder on the current Highland Drive and Canyon Road intersection project, Mitchell Excavation has agreed to hold their low bid pricing for this additional work to construct it with the current project."

Motion made by Council Member Mecham to approve a change order to Mitchell Excavation to construct the additional improvements along Highland Drive in an amount not to exceed \$37,459.70.

Seconded by Council Member Hathaway.

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

14. Acceptance of the Tanner Annexation Petition

City Manager Reeves stated that this simply an acceptance of the application petition not the annexation itself.

Motion made by Council Member Mecham to accept the Tanner Annexation Petition.

Seconded by Council Member Hathaway.

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

Resolutions

15. Resolution 08-04-2021 - Joint Resolution with Genola to Transfer Ownership of Genola's Lark Lane Water Line

City Manager Reeves explained the background to the issue.

Dan Olson asked what the diameter of the pipe was and Assistant City Manager Beagley responded it was 8" water line.

Motion made by Council Member Montoya to approve a Joint Resolution of the Santaquin City Council and Genola Town Council regarding the transfer of ownership of and responsibility for a culinary water line along Lark Lane with redline changes.

Seconded by Council Member Hathaway.

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

16. Resolution 08-05-2021 - Consolidated Fee Schedule Update

City Manager Reeves introduced the item which as proposed would address the concerns brought by Stan Robbins in the Public Forum and allow for unincorporated users to pay the same rate as resident users. While they hadn't bought into the system they are relatively low water users and would still pay proportionately to their use.

A discussion was had among staff and Council.

Motion made by Council Member Montoya to approve Resolution 08-05-2021 - Consolidated Fee Schedule Update.

Seconded by Council Member Mecham.

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

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

City Manager Benjamin Reeves

- Thanked Community Services staff for all their hard work on Orchard Days. As this is a brand-new staff, this is their first Orchard Days and they're doing a phenomenal job.
- He will be driving the City Council vehicle for the Orchard Days parade.
- There is considerable value engineering to ensure City Hall is staying within budget. The groundbreaking will be moved back to September 11th. City Council approved moving the date of the City Hall groundbreaking.
- August 19th, 2021, at C.S. Lewis Academy at 7:00 PM for the Open House of the General Plan.

Assistant City Manager Norm Beagley

- Highland Drive and Canyon Road, paving will be 2/3 of the way complete.
- A Request for Proposal (RFP) has gone out for a General Manager/General Contractor (CM/GC) for the Summit Ridge Tank design.

REPORTS BY MAYOR AND COUNCIL MEMBERS

Mayor Hunsaker

- Talked with Murdock Ford owners last night and he was impressed by them and their willingness to be apart of the Santaquin community.

- Congressman Burgess Owens came by tonight and held a meeting with ranchers and farmers from Utah and Juab County using Santaquin as a central meeting location trying to hear the needs of his constituents.
- Ribbon Cutting of the new Centennial Jazz Basketball Court will take place this Thursday.

Council Member Montoya

- Youth City Council helped with Family Night as a part of Orchard Days and is volunteering throughout the week and excited to participate.
- General Plan Open House August 19th, 2021, at 7:00 PM at C.S. Lewis Academy.
- Development proposals go through a legal process and encourage residents to learn that process.
- Miss Santaquin hosted a diversity panel a couple weeks ago with 5 others on the panel. It was an insightful, informative, and respectful event.
- Recruited a couple of Youth Council Members to pick up garbage along Main Street and Highland Drive.

Council Member Mecham

- Grateful that we are able to be back in person and able to have Orchard Days and its rodeo.

Council Member Hathaway

- Shout out to staff for their work on Family Night as a part of Orchard Days.
- Encouraged residents to watch the meetings and learn about the issues and come the City Council with any questions.

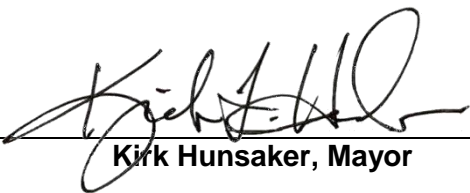
ADJOURNMENT

Motion made by Council Member Montoya to adjourn at 8:29 PM.

Seconded by Council Member Hathaway.

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

ATTEST:


Kirk Hunsaker, Mayor


K. Aaron Shirley, City Recorder

SANTAQUIN CITY CORPORATION
Invoice Register - 8/1/2021 to 8/14/2021 - All Invoices

8/13/2021

<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>
1544-395862	ADVANCE AUTO PARTS	84286	8/3/2021	7/21/2021	\$200.82			
					200.82	1070250	EQUIPMENT MAINTENANCE	Brakes and rotors for parks truck
1544-396335	ADVANCE AUTO PARTS	84286	8/3/2021	7/28/2021	\$168.82			
					168.82	1060250	EQUIPMENT MAINTENANCE	battery's for 5 ton
1544-396411	ADVANCE AUTO PARTS	84286	8/3/2021	7/29/2021	\$12.02			
					12.02	1060250	EQUIPMENT MAINTENANCE	parts for sweeper truck
	Vendor Total:				\$381.66			
61914	ALARM CONTROL SYSTEMS, INC	84287	8/3/2021	7/29/2021	\$250.00			
					250.00	1051300	BUILDINGS & GROUND MAIN	Alarm issue at museum
15558	AMERICAN PAVEMENT PRESERVATI	84288	8/3/2021	7/19/2021	\$151,996.57			
					151,996.57	4540200	ROAD MAINTENANCE	Micro surface project
287305616388X	AT&T MOBILITY	84289	8/3/2021	7/20/2021	\$150.59			
					46.13	7657246	EMERGENCY MANAGEMENT	wireless
					104.46	7657280	TELEPHONE	wireless
AUG2021	AUTHORIZE.NET	9999	8/3/2021	8/3/2021	\$25.00			
					25.00	6740650	CREDIT CARD FEES	Gateway fee for REC1 Credit Ca
080221	BELL, KATIE	84265	8/3/2021	7/30/2021	\$70.00			
					70.00	6240483	SPONSORS	sponsor gifts
10025819-00	BEST DEAL SPRINGS	84290	8/4/2021	7/26/2021	\$140.68			
					140.68	1060250	EQUIPMENT MAINTENANCE	Jacks for asphalt roller trailer
044247-29621	BIG O' TIRES - SANTAQUIN	84291	8/3/2021	7/14/2021	\$122.98			
					122.98	1054250	EQUIPMENT MAINTENANCE	Maintenance - K. Shepherd
1530	BLU LINE DESIGNS	84292	8/3/2021	7/14/2021	\$3,079.50			
					3,079.50	5740514	HARVEST VIEW PARK - PHAS	Bluline Harvest View Ph 2 final c
UT202101477	BLUE STAKES	84293	8/4/2021	7/31/2021	\$215.10			
					71.70	5140241	UTILITY BILLING PROCESSIN	Bluestake fees
					71.70	5240241	UTILITY BILLING PROCESSIN	Bluestake fees
					71.70	5440241	UTILITY BILLING PROCESSIN	Bluestake fees
55108	BLUELINE BACKGROUND SCREEN	84294	8/3/2021	7/31/2021	\$270.00			
					270.00	1043310	PROFESSIONAL & TECHNICA	New Hire Drug Testing
072921A	BOUNCIN BINS RENTALS, LLC	84264	8/2/2021	8/2/2021	\$1,871.42			
					1,871.42	6240490	FAMILY NIGHT EXPENSE	family night bounce houses
Refund: 200101	BRADSHAW, KRISTIE & KEVIN *	84296	8/3/2021	8/3/2021	\$2.07			
					2.07	5113110	ACCOUNTS RECEIVABLE	Refund: 200101 - BRADSHAW,
79159	BUFFO'S TERMITE & PEST CONTROL	84297	8/3/2021	7/20/2021	\$170.00			
					170.00	1070300	PARKS GROUNDS MAINTENA	Vole killer for soccer fields
080221	CENTRACOM INTERACTIVE	84298	8/3/2021	7/9/2021	\$3,283.81			
					3,283.81	1051280	TELEPHONE	Telephone & Internet Services fo
21G0269	CHEMTECH-FORD, INC	84299	8/4/2021	7/15/2021	\$80.00			
					80.00	5240310	PROFESSIONAL & TECHNICA	Effluent testing
21G1249	CHEMTECH-FORD, INC	84299	8/3/2021	7/30/2021	\$80.00			
					80.00	5240310	PROFESSIONAL & TECHNICA	Effluent testing
	Vendor Total:				\$160.00			
PR073121-7171	CHILD SUPPORT SERVICES/ORS	84284	8/6/2021	8/6/2021	\$140.31			
					140.31	1022420	GARNISHMENTS	Garnishment - Child Support
12	CLAYTON SMALLEY	84266	8/3/2021	7/29/2021	\$1,200.00			
					1,200.00	6240260	RODEO EXPENSE	pre rodeo concert

SANTAQUIN CITY CORPORATION
Invoice Register - 8/1/2021 to 8/14/2021 - All Invoices

8/13/2021

<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>
7327083-081614	COLONIAL LIFE &	9999	8/3/2021	8/16/2021	\$253.16			
					253.16	1022505	SUPPLEMENTAL	Voluntary Sup Life
8281	CUSTOM SIGNWORKS, LLC	84267	8/3/2021	7/28/2021	\$2,505.50			
					2,505.50	6240483	SPONSORS	new sponsor banners
072021	CYBER SERVE	9999	8/2/2021	8/2/2021	\$249.81			
					249.81	6740650	CREDIT CARD FEES	Credit Card Admin Fees July 20
021457	DEAN'S QUALITY TRANSMISSIONS	84300	8/4/2021	7/29/2021	\$3,110.08			
					777.52	1070250	EQUIPMENT MAINTENANCE	Transmission Parts
					777.52	1077250	EQUIPMENT MAINTENANCE	Transmission Parts
					777.52	5140250	EQUIPMENT MAINTENANCE	Transmission Parts
					777.52	5440250	EQUIPMENT MAINTENANCE	Transmission Parts
6978351	DEMCO, INC	84268	8/3/2021	7/19/2021	\$551.86			
					551.86	7240240	SUPPLIES	Library supplies
22EM000042	DEPARTMENT OF HEALTH CARE FIN	84337	8/4/2021	8/4/2021	\$510.00			
					510.00	7657210	BOOKS, SUBSCRIPTIONS, ME	EMS License Inspection
072921	DOMINION ENERGY INC.	84301	8/3/2021	7/28/2021	\$143.38			
					20.83	1051270	UTILITIES	1205 N CENTER STREET
					7.80	1051270	UTILITIES	200 S 400 W
					27.10	1051270	UTILITIES	275 W MAIN STREET
					30.47	1051270	UTILITIES	45 W 100 S
					29.19	1051270	UTILITIES	55 W 100 S
					7.16	1051270	UTILITIES	98 S CENTER STREET
					20.83	5240500	WRF - UTILITIES	1215 N CENTER STREET
2228	DONE RITE LINES, LLC	84302	8/3/2021	7/22/2021	\$4,126.13			
					4,126.13	4540200	ROAD MAINTENANCE	Restriping 4th East and Summit
1	DUTSON, DYLAN	84269	8/3/2021	7/30/2021	\$200.00			
					200.00	6240245	ORCHARD DAYS MISCELLEN	MAGICIAN
COMM38752021	EDUCATORS HEALTH PLANS LIFE, A	9999	8/3/2021	7/20/2021	\$71,469.89			
					66,047.19	1022500	HEALTH INSURANCE	Health Insurance Premium - Aug
					4,783.80	1022501	DENTAL	Dental Insurance Premium - Aug
					638.90	1022508	VISION	Vision Insurance Premium - Aug
PR073121-383	EFTPS	9999	8/6/2021	8/6/2021	\$35,697.39			
					19,986.20	1022210	FICA PAYABLE	Social Security Tax
					4,674.32	1022210	FICA PAYABLE	Medicare Tax
					11,036.87	1022220	FEDERAL WITHHOLDING PAY	Federal Income Tax
922515423	ELECTRICAL WHOLESALE SUPPLY (84303	8/3/2021	7/27/2021	\$392.20			
					392.20	7657240	FIRE - SUPPLIES	Shoreline repair
21	ELEVATED GUNWORKS, LLC	84338	8/4/2021	8/4/2021	\$1,355.80			
					1,355.80	1054240	SUPPLIES	ammunition
175	EMERALD TURF FARM	84304	8/3/2021	7/7/2021	\$615.00			
					307.50	1070300	PARKS GROUNDS MAINTENA	Sod
					307.50	1077300	CEMETERY GROUNDS MAINT	Sod
WATER CREDIT	ERCANBRACK, CLINT	84305	8/4/2021	7/30/2021	\$816.67			
					816.67	5440253	WATER ASSESSMENTS	Ercanbrack Subdivision water cr
SP113107	ERIKS NORTH AMERICA, INC	84306	8/3/2021	7/22/2021	\$6.25			
					6.25	7657700	WILDLAND FIRE RES EXPEN	CTIS Removal HB144
SP113135	ERIKS NORTH AMERICA, INC	84306	8/3/2021	7/23/2021	\$23.28			
					23.28	7657700	WILDLAND FIRE RES EXPEN	CTIS Removal HB144
	Vendor Total:				\$29.53			
21-209	FORENSIC NURSING SERVICES, INC	84307	8/3/2021	7/13/2021	\$260.00			
					260.00	1054311	PROFESSIONAL & TECHNICA	PD drug testing

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8/13/2021

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21-232	FORENSIC NURSING SERVICES, INC	84307	8/3/2021	7/27/2021	\$80.00			
					80.00	1054311	PROFESSIONAL & TECHNICA	PD-Drug testing
	Vendor Total:				\$340.00			
RI104987100	FP MAILING SOLUTIONS	84308	8/3/2021	8/2/2021	\$86.85			
					86.85	1043310	PROFESSIONAL & TECHNICA	Meter Machine Lease
40984	FREEDOM MAILING SERVICES, INC	84309	8/3/2021	7/27/2021	\$2,234.47			
					744.83	5140241	UTILITY BILLING PROCESSIN	NEWSLETTERS
					744.82	5240241	UTILITY BILLING PROCESSIN	NEWSLETTERS
					744.82	5440241	UTILITY BILLING PROCESSIN	NEWSLETTERS
44688	HANSEN, ALLEN & LUCE, INC	84310	8/3/2021	7/19/2021	\$27,696.86			
					27,696.86	6040656	SUMMIT RIDGE TANK & BOOS	Hansen Allen and Luce Summit
44724	HANSEN, ALLEN & LUCE, INC	84310	8/3/2021	7/31/2021	\$1,518.16			
					1,518.16	1048310	PROFESSIONAL & TECHNICA	Hansen Allen and Luce analysis
	Vendor Total:				\$29,215.02			
080221	HARRISON CARR	84270	8/3/2021	7/30/2021	\$150.00			
					150.00	6240320	ACTIVITIES IN THE PARK	Orchard Days Concerts
072821D	HEADMAN CURBING	84311	8/3/2021	7/28/2021	\$1,134.00			
					1,134.00	1051300	BUILDINGS & GROUND MAIN	Curbing @ City Office
July2021	HEALTH EQUITY INC,	9999	8/2/2021	8/2/2021	\$5,726.52			
					5,699.02	1022503	HSA	Employer & Employee HSA Cont
					27.50	1043310	PROFESSIONAL & TECHNICA	HSA Admin Fees
0552232952	HONEY BUCKET	84312	8/3/2021	7/26/2021	\$80.00			
					80.00	1077300	CEMETERY GROUNDS MAINT	Potty for cemetery
20011366-00	INDUSTRIAL SUPPLY	84313	8/3/2021	7/26/2021	\$180.69			
					60.23	5140240	SUPPLIES	gloves
					60.23	5240240	SUPPLIES	gloves
					60.23	5440240	SUPPLIES	gloves
54037349	INGRAM BOOK GROUP	84271	8/3/2021	7/28/2021	\$227.19			
					227.19	7240760	OTHER GRANT EXPENSES	BOOKS
54054474	INGRAM BOOK GROUP	84271	8/3/2021	7/29/2021	\$261.38			
					261.38	7240760	OTHER GRANT EXPENSES	BOOKS
54072442	INGRAM BOOK GROUP	84271	8/3/2021	7/30/2021	\$34.64			
					34.64	7240210	BOOKS, SUBSCRIPTIONS & M	books
	Vendor Total:				\$523.21			
1015776665	INTERMOUNTAIN FARMERS, INC.	84314	8/3/2021	7/27/2021	\$954.60			
					477.30	1070300	PARKS GROUNDS MAINTENA	Spray for weeds
					477.30	1077300	CEMETERY GROUNDS MAINT	Spray for weeds
S1150	JONES PAINT & GLASS		8/4/2021	8/1/2021	(\$1,774.92)			
					-1,774.92	1070300	PARKS GROUNDS MAINTENA	paint for parks
7/31/2021	K. SHAWN PATTEN, ATT. AT LAW	84315	8/3/2021	7/31/2021	\$2,508.31			
					2,508.31	1042331	LEGAL	Public Defender Services
REIMBURSE - 0	LIND, RYAN	84317	8/3/2021	7/23/2021	\$49.50			
					49.50	7657240	FIRE - SUPPLIES	Bottled Water
REIMBURSE - 0	MILLER, JUSTIN	84318	8/3/2021	7/22/2021	\$204.97			
					204.97	1054240	SUPPLIES	uniform reimbursement - Miller
2514990	MOUNTAIN ALARM	84319	8/3/2021	8/1/2021	\$48.40			
					48.40	1051300	BUILDINGS & GROUND MAIN	Museum Alarm System

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S104232492.001	MOUNTAINLAND SUPPLY	84320	8/3/2021	7/28/2021	\$1,418.14			
					472.71	5140242	METERS & MXU'S	Meter parts
					472.71	5240242	METERS & MXU'S	Meter parts
					472.72	5440242	METERS & MXU'S	Meter parts
S104232840.003	MOUNTAINLAND SUPPLY	84320	8/3/2021	7/29/2021	\$372.72			
					372.72	5140240	SUPPLIES	grade rings for water meters
S104232840.004	MOUNTAINLAND SUPPLY	84320	8/3/2021	7/29/2021	\$23.88			
					23.88	5140240	SUPPLIES	valve box riser
S104234720.001	MOUNTAINLAND SUPPLY	84320	8/4/2021	7/29/2021	\$394.65			
					131.55	5140242	METERS & MXU'S	parts for meters
					131.55	5240242	METERS & MXU'S	parts for meters
					131.55	5440242	METERS & MXU'S	parts for meters
S104237327.001	MOUNTAINLAND SUPPLY	84320	8/4/2021	7/30/2021	\$1,775.12			
					1,775.12	5440240	SUPPLIES	Parts for PI main break
S104240064.001	MOUNTAINLAND SUPPLY	84320	8/4/2021	8/2/2021	\$1,520.97			
					1,520.97	5440240	SUPPLIES	parts to repair PI water line 400
	Vendor Total:				\$5,505.48			
41411	MURDOCK FORD	84321	8/3/2021	7/14/2021	\$56.91			
					56.91	1054250	EQUIPMENT MAINTENANCE	Vehicle Maintenance - Hooser
15104	OUT BACK GRAPHICS, LLC	84272	8/3/2021	7/27/2021	\$84.00			
					84.00	6440200	PAGEANT EXPENSES	T-shirts
July2021	PAYMENT TECH	9999	8/2/2021	8/2/2021	\$278.39			
					92.80	5140241	UTILITY BILLING PROCESSIN	CREDIT CARD TRANSACTION
					92.80	5240241	UTILITY BILLING PROCESSIN	CREDIT CARD TRANSACTION
					92.79	5440241	UTILITY BILLING PROCESSIN	CREDIT CARD TRANSACTION
July2021A	PAYMENT TECH	9999	8/2/2021	8/3/2021	\$1,581.16			
					1,581.16	5140241	UTILITY BILLING PROCESSIN	CREDIT CARD TRANSACTION
	Vendor Total:				\$1,859.55			
45851	PAYSON LOCK	84273	8/3/2021	7/30/2021	\$435.00			
					235.00	1051300	BUILDINGS & GROUND MAIN	Museum Re-Key
					200.00	6340300	BLDG & GROUND MAINTENA	Museum Re-Key
310954	REDMOND MINERALS, INC		8/4/2021	12/16/2020	(\$4,990.07)			
					-4,990.07	1060240	SUPPLIES	Road Salt
0864-001621569	REPUBLIC SERVICES LLC	84324	8/3/2021	7/26/2021	\$96.93			
					96.93	1062311	WASTE PICKUP CHARGES	Dumpsters from City Facilities
0864-001623511	REPUBLIC SERVICES LLC	84324	8/3/2021	7/31/2021	\$565.00			
					565.00	1062311	WASTE PICKUP CHARGES	Dumpsters for City Facilities
0864-001624937	REPUBLIC SERVICES LLC	84324	8/4/2021	7/31/2021	\$34,370.74			
					24,441.82	1062311	WASTE PICKUP CHARGES	Residential Garbage Services 7/
					9,928.92	1062312	RECYCLING PICKUP CHARGE	Residential Recycle Services 7/2
	Vendor Total:				\$35,032.67			
000072921	RIDIN SHOTGUN	84274	8/3/2021	7/30/2021	\$250.00			
					250.00	6240320	ACTIVITIES IN THE PARK	ORCHARD DAYS PERFORMA
3680	ROCK MOUNTAIN TECHNOLOGY	9999	8/3/2021	8/1/2021	\$7,359.00			
					2,850.00	4340100	COMPUTER SUPPORT CONT	Monthly Service Agreement
					2,079.00	4340500	SOFTWARE EXPENSE	Cloud Backup (.18 per GB)
					110.00	4340500	SOFTWARE EXPENSE	Splashtop (11 users)
					275.00	4340500	SOFTWARE EXPENSE	Splashtop Premium (100 users)

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					250.00	4340500	SOFTWARE EXPENSE	Rack Space
					5.85	4340507	MICROSOFT OFFICE 365 LICE	Microsoft - Azure Active Director
					442.75	4340507	MICROSOFT OFFICE 365 LICE	Microsoft Office Exchange Onlin
					1,346.40	4340507	MICROSOFT OFFICE 365 LICE	Microsoft Office 365 Business Pr
RMP-072921A	ROCKY MOUNTAIN POWER	84325	8/3/2021	7/27/2021	\$36,636.79			
					17.04	1051270	UTILITIES	190 S 400 W - Community Servi
					392.78	1051270	UTILITIES	190 S 400 W - Community Servi
					1,308.69	1051270	UTILITIES	275 W Main Street - Public Safet
					479.21	1051270	UTILITIES	98 S Center Street - Library Bldg
					475.55	1051270	UTILITIES	45 W 100 S - Senior Center/Mus
					70.70	1051270	UTILITIES	1390 Summit Ridge Pkwy - Spri
					4,778.03	1060270	UTILITIES - STREET LIGHTS	Street Lights
					352.68	1070270	UTILITIES	592 Summit Ridge Pkwy - Harve
					69.81	1070270	UTILITIES	592 Summit Ridge Pkwy - Harve
					80.12	1070270	UTILITIES	400 E Main Street
					17.55	1070270	UTILITIES	1200 S 100 W - Ahlin Pond Park
					263.22	1070270	UTILITIES	250 S 450 W - Fair Grounds Site
					309.91	1070270	UTILITIES	250 S 450 W - Upgrade
					10.99	1070270	UTILITIES	250 S 450 W - Sprinklers/Pedest
					11.09	1070270	UTILITIES	250 S 450 W - Announcers/Ped
					605.87	5140273	UTILITIES	910 E 70 N - East Culinary Well
					143.68	5140273	UTILITIES	190 E 400 S - Culinary Well
					143.68	5140273	UTILITIES	190 E 400 S - Culinary Well
					114.82	5140273	UTILITIES	1005 S Center Street - Chlorine
					8,228.17	5140273	UTILITIES	3 Summit Ridge Pkwy - Water P
					8,228.17	5440273	UTILITIES	3 Summit Ridge Pkwy - Water P
					63.53	5440273	UTILITIES	21 S Center Street - City Well
					3,337.64	5440273	UTILITIES	392 N 200 W - Pump Vault
					605.87	5440273	UTILITIES	910 E 70 N - East Culinary Well
					6,527.99	5440273	UTILITIES	6650 W 13800 S - Hayfield Pum
5555-1018851	ROYAL WHOLESALE ELECTRIC	84326	8/3/2021	7/27/2021	\$821.69			
					821.69	4140704	NEW CITY HALL	conduit for museum power reloc
PR073121-266	SANTAQUIN CITY UTILITIES	84285	8/6/2021	8/6/2021	\$801.00			
					745.00	1022350	UTILITIES PAYABLE	Utilities
					56.00	1022350	UTILITIES PAYABLE	Cemetery
000196/1	SANTAQUIN MARKET ACE	84327	8/3/2021	7/28/2021	\$8.97			
					8.97	1070300	PARKS GROUNDS MAINTENA	sprinkler repair parts
REIMBURSE - 0	SHEPHERD, KAYSON	84328	8/3/2021	7/19/2021	\$554.93			
					554.93	1054240	SUPPLIES	uniform reimbursement - K. She
3246	SILVER ELECTRIC, LLC	84329	8/4/2021	8/2/2021	\$8,667.00			
					8,667.00	4140704	NEW CITY HALL	80% invoice for power rerouting
VC5714	SPRINKLER SUPPLY	84330	8/3/2021	7/29/2021	\$2,972.00			
					2,972.00	1070300	PARKS GROUNDS MAINTENA	New clock for West Park
VC5715	SPRINKLER SUPPLY	84330	8/3/2021	7/29/2021	\$52.85			
					52.85	1070300	PARKS GROUNDS MAINTENA	new nozzles for west park
VC5716	SPRINKLER SUPPLY	84330	8/3/2021	7/29/2021	\$136.11			
					136.11	1070300	PARKS GROUNDS MAINTENA	sprinkler system parts
VC7964	SPRINKLER SUPPLY	84330	8/4/2021	8/2/2021	\$21.52			
					21.52	1070300	PARKS GROUNDS MAINTENA	parts for sprinkler system
	Vendor Total:				\$3,182.48			
8063032365	STAPLES	84331	8/3/2021	7/28/2021	\$103.84			
					103.84	1043240	SUPPLIES	Toner Cartridge fir HP502A

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8063040454	STAPLES	84331	8/3/2021	7/29/2021	\$4.70			
					4.70	1043240	SUPPLIES	Mechanical Pencils
	Vendor Total:				\$108.54			
210995	STEVENS & GAILEY	84332	8/4/2021	7/6/2021	\$90.00			
					90.00	1042331	LEGAL	Public Defender Services
210996	STEVENS & GAILEY	84332	8/4/2021	7/6/2021	\$40.00			
					40.00	1042331	LEGAL	Public Defender Services
210997	STEVENS & GAILEY	84332	8/4/2021	7/6/2021	\$100.00			
					100.00	1042331	LEGAL	Public Defender Services
	Vendor Total:				\$230.00			
P99383	STOTZ EQUIPMENT CO, LLC	84333	8/3/2021	7/19/2021	\$128.52			
					128.52	1070300	PARKS GROUNDS MAINTENA	Spare Mower blades for John D
P99790	STOTZ EQUIPMENT CO, LLC	84333	8/3/2021	7/30/2021	\$522.26			
					522.26	1070250	EQUIPMENT MAINTENANCE	spindle for John Deere mower
	Vendor Total:				\$650.78			
41031176	SUNROC BUILDING MATERIALS, INC	84334	8/4/2021	7/30/2021	\$269.37			
					269.37	5440240	SUPPLIES	Road base for water leak repair
17388	UPPER CASE PRINTING	84335	8/4/2021	8/3/2021	\$590.25			
					196.75	5140241	UTILITY BILLING PROCESSIN	NEWSLETTERS
					196.75	5240241	UTILITY BILLING PROCESSIN	NEWSLETTERS
					196.75	5440241	UTILITY BILLING PROCESSIN	NEWSLETTERS
072921	UTAH STATE RETIREMENT	84336	8/3/2021	7/29/2021	\$370.89			
					370.89	1042130	EMPLOYEE BENEFITS	URS contributions for Tyler & Sil
PR073121-382	UTAH STATE RETIREMENT	9999	8/6/2021	8/6/2021	\$30,652.76			
					15.30	1022300	RETIREMENT PAYABLE	Post Retirement (After 7/2010)
					3,963.92	1022300	RETIREMENT PAYABLE	401K
					22,997.50	1022300	RETIREMENT PAYABLE	Retirement
					683.48	1022300	RETIREMENT PAYABLE	401K - Tier 1 Parity
					836.50	1022300	RETIREMENT PAYABLE	Roth IRA
					769.47	1022300	RETIREMENT PAYABLE	457
					1,386.59	1022325	RETIREMENT LOAN PAYMEN	Retirement Loan Payment
	Vendor Total:				\$31,023.65			
PR073121-361	UTAH STATE TAX COMMISSION		8/6/2021	8/6/2021	\$6,751.82			
					6,751.82	1022230	STATE WITHHOLDING PAYAB	State Income Tax
080221	WITT, HALEY & JEREMY	84275	8/3/2021	8/2/2021	\$150.00			
					150.00	6240245	ORCHARD DAYS MISCELLEN	Orchard Days golf cart rentals
REIMBURSE - 0	WORTHEN, JENNA	84339	8/4/2021	7/16/2021	\$255.82			
					255.82	1054240	SUPPLIES	uniform reimbursement J. Worth
	Total:				\$463,513.34			
					24,660.52	1022210	GL Account Summary	
					11,036.87	1022220	FICA PAYABLE	
					6,751.82	1022230	FEDERAL WITHHOLDING PAY	
					29,266.17	1022300	STATE WITHHOLDING PAYAB	
					1,386.59	1022325	RETIREMENT PAYABLE	
					801.00	1022350	RETIREMENT LOAN PAYMEN	
					140.31	1022420	UTILITIES PAYABLE	
					66,047.19	1022500	GARNISHMENTS	
					4,783.80	1022501	HEALTH INSURANCE	
					5,699.02	1022503	DENTAL	
							HSA	

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					253.16	1022505	SUPPLEMENTAL	
					638.90	1022508	VISION	
					370.89	1042130	EMPLOYEE BENEFITS	
					2,738.31	1042331	LEGAL	
					108.54	1043240	SUPPLIES	
					384.35	1043310	PROFESSIONAL & TECHNICA	
					1,518.16	1048310	PROFESSIONAL & TECHNICA	
					2,866.52	1051270	UTILITIES	
					3,283.81	1051280	TELEPHONE	
					1,667.40	1051300	BUILDINGS & GROUND MAIN	
					2,371.52	1054240	SUPPLIES	
					179.89	1054250	EQUIPMENT MAINTENANCE	
					340.00	1054311	PROFESSIONAL & TECHNICA	
					-4,990.07	1060240	SUPPLIES	
					321.52	1060250	EQUIPMENT MAINTENANCE	
					4,778.03	1060270	UTILITIES - STREET LIGHTS	
					25,103.75	1062311	WASTE PICKUP CHARGES	
					9,928.92	1062312	RECYCLING PICKUP CHARGE	
					1,500.60	1070250	EQUIPMENT MAINTENANCE	
					1,115.37	1070270	UTILITIES	
					2,499.85	1070300	PARKS GROUNDS MAINTENA	
					777.52	1077250	EQUIPMENT MAINTENANCE	
					864.80	1077300	CEMETERY GROUNDS MAINT	
					209,195.03		Total	
					9,488.69	4140704	NEW CITY HALL	
					2,850.00	4340100	COMPUTER SUPPORT CONT	
					2,714.00	4340500	SOFTWARE EXPENSE	
					1,795.00	4340507	MICROSOFT OFFICE 365 LICE	
					7,359.00		Total	
					156,122.70	4540200	ROAD MAINTENANCE	
					2.07	5113110	ACCOUNTS RECEIVABLE	
					456.83	5140240	SUPPLIES	
					2,687.24	5140241	UTILITY BILLING PROCESSIN	
					604.26	5140242	METERS & MXU'S	
					777.52	5140250	EQUIPMENT MAINTENANCE	
					9,236.22	5140273	UTILITIES	
					13,764.14		Total	
					60.23	5240240	SUPPLIES	
					1,106.07	5240241	UTILITY BILLING PROCESSIN	
					604.26	5240242	METERS & MXU'S	
					160.00	5240310	PROFESSIONAL & TECHNICA	
					20.83	5240500	WRF - UTILITIES	
					1,951.39		Total	
					3,625.69	5440240	SUPPLIES	
					1,106.06	5440241	UTILITY BILLING PROCESSIN	
					604.27	5440242	METERS & MXU'S	
					777.52	5440250	EQUIPMENT MAINTENANCE	
					816.67	5440253	WATER ASSESSMENTS	
					18,763.20	5440273	UTILITIES	
					25,693.41		Total	
					3,079.50	5740514	HARVEST VIEW PARK - PHAS	

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					27,696.86	6040656	SUMMIT RIDGE TANK & BOOS	
					350.00	6240245	ORCHARD DAYS MISCELLEN	
					1,200.00	6240260	RODEO EXPENSE	
					400.00	6240320	ACTIVITIES IN THE PARK	
					2,575.50	6240483	SPONSORS	
					1,871.42	6240490	FAMILY NIGHT EXPENSE	
					6,396.92		Total	
					200.00	6340300	BLDG & GROUND MAINTENA	
					84.00	6440200	PAGEANT EXPENSES	
					274.81	6740650	CREDIT CARD FEES	
					34.64	7240210	BOOKS, SUBSCRIPTIONS & M	
					551.86	7240240	SUPPLIES	
					488.57	7240760	OTHER GRANT EXPENSES	
					1,075.07		Total	
					510.00	7657210	BOOKS, SUBSCRIPTIONS, ME	
					441.70	7657240	FIRE - SUPPLIES	
					46.13	7657246	EMERGENCY MANAGEMENT	
					104.46	7657280	TELEPHONE	
					29.53	7657700	WILDLAND FIRE RES EXPEN	
					1,131.82		Total	
					\$463,513.34		GL Account Summary Total	



NOTICE OF INTENT TO PURCHASE

July 30, 2021

RE: In accordance with Santaquin City Code 1.4.030B, Santaquin City is requesting bids for the following:

ITEM TO BE PURCHASED:

SCBA Compressor with the following specifications:

- 6,000 PSI
- 4 Stage
- Minimum 10 HP
- Minimum 2 Fill Vault Capacity
- 3 Phase Electricity

BIDS:

Sealed bids are to be accepted up until August 14th, 2021, at 5:00 PM to rlind@santaquin.org.

The sealed bids will be opened and read on Monday August 16th, 2021, at 10:00 AM at 275 W. Main Street, Santaquin, UT 84655.

Price and availability will be factors considered by staff and City Council when reviewing bids.

COMMENTS OR QUESTIONS:

If you have questions or concerns about this proposal, please contact the Fire Chief Ryan Lind at rlind@santaquin.org.

EXHIBIT C

RESOLUTION OF GOVERNING BODY

A resolution approving the form of the Lease/Purchase Agreement with ZIONS BANCORPORATION, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.

Whereas, The City Council (the “Governing Body”) of Santaquin City (the “Lessee”) has determined that the leasing of the property described in the Lease/Purchase Agreement (the “Lease/Purchase Agreement”) presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

Whereas, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

Whereas, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

Be it resolved by the Governing Body of Santaquin City as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this _____ day of _____, 2021.

By _____

Print Name _____

Title _____

Attest:

By _____

Print Name _____

Title _____

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, _____ hereby certify that I am the duly qualified and acting
_____ of Santaquin City (the “Lessee”).
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on August 17, 2021, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on _____, 2021.

In witness whereof, I have hereunto set my hand on behalf of the Lessee this _____ day of _____, 2021.

By _____

Print Name_____

Title _____

UTAH FIXED EQUIPMENT LEASE

Long Name of Entity: Santaquin City
Address: 275 W. Main
City, State Zip: Santaquin, UT 84655
Attention: Aaron Shirley
Public Finance Office: Finance Director/City Recorder
County: Utah
Amount: 731,500.00
Rate: 1.16
Maturity Date: August 15, 2025
First Pmt Date: August 15, 2022
Payment Dates: August 15
Auto Extend: 4
Governing Body: City Council
Resolution Date: August, 2021
Dated Date: September, 2021
Day: 8th
State: Utah

\$731,500.00
Santaquin City
Lease Purchase Agreement

-
-
1. Lease/Purchases Agreement of the Santaquin City
 2. Exhibit A. Calculation of Interest Component
 3. Exhibit B. Description of Leased Property
 4. Exhibit C. Resolution of Governing Body
 5. Exhibit D. Opinion of Lessee's Counsel
 6. Exhibit E. Security Documents
 7. Exhibit F. Delivery and Acceptance Certificate
 8. Exhibit G. Escrow Agreement
 9. Form 8038-G
 10. Wire Transfer Request

LEASE/PURCHASE AGREEMENT

Dated as of September 8, 2021

by and between

ZIONS BANCORPORATION, N.A.,
as Lessor

and

SANTAQUIN CITY,
as Lessee

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LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of September 8, 2021, by and between ZIONS BANCORPORATION, N.A., a national banking association duly organized and existing under the laws of the United States of America, as lessor (the “Bank” or “Lessor”), and Santaquin City (the “Lessee”), a public agency of the State of Utah (the “State”), duly organized and existing under the Constitution and laws of the State, as lessee;

W I T N E S S E T H:

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the “Leased Property” in Exhibit B (the “Leased Property”) by entering into this Lease/Purchase Agreement with the Bank (the “Lease”); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Lease, refer to this Lease as a whole.

“Acquisition Amount” means \$731,500.00 and is the amount represented by Lessee to be sufficient to acquire the Leased Property and pay any ancillary costs associated therewith.

“Advance” shall have the meaning set forth in Section 2.1(l)(i)(D) hereof.

“Bank” shall have the meaning set forth in the Preamble hereof.

“Business Day” means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” means the date this Lease is executed by the Bank and the Lessee and shall be the date on which the Acquisition Amount is deposited with the Escrow Agent.

“Escrow Account” means the fund established and held by the Escrow Agent pursuant to the Escrow Agreement.

“Escrow Agent” means the Escrow Agent identified in the Escrow Agreement, and its successors and assigns.

“Escrow Agreement” means the Escrow Agreement dated September 8, 2021 executed by Lessee, Bank and the Escrow Agent, pursuant to which the Escrow Account is established and administered. A copy of the Escrow Agreement shall be found in Exhibit G.

“Event of Nonappropriation” shall have the meaning set forth in Section 3.2 hereof.

“Governing Body” means the governing body of the Lessee.

“Lease Payments” means the rental payments described in Exhibit A hereto.

“Lease Payment Date” shall have the meaning set forth in Section 3.4(a) hereof.

“Leased Property” shall have the meaning set forth in the Whereas clauses hereof.

“Lessee” shall have the meaning set forth in the Preamble hereof.

“Net Proceeds” means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

“Obligation Instrument” shall have the meaning set forth in Section 2.1(c) hereof.

“Original Term” shall have the meaning set forth in Section 3.2 hereof.

“Permitted Encumbrances” means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

“Rebate Exemption” shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

“Regulations” shall have the meaning set forth in Section 2.1(l)(i) hereof.

“Renewal Term” shall have the meaning set forth in Section 3.2 hereof.

“Scheduled Term” shall have the meaning set forth in Section 3.2 hereof.

“State” shall have the meaning set forth in the Preamble hereof.

“Term” or “Term of this Lease” means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D, E, F and G attached to this Lease are by this reference made a part of this Lease.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an “Obligation Instrument”), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:

(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and

(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank’s interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto will not reimburse the Lessee for any expenditures incurred prior to the date of this Lease and do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the

Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the yield on this Lease or otherwise invested in any manner. No portion of the Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not

expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

☐ (A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed \$5,000,000 in face amount, or \$15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than \$5,000,000 under Section 148(f)(4)(D) of the Code (\$15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

☐ (B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

(m) Small Issuer Exemption from Bank Nondeductibility Restriction. Based on the following representations of the Lessee, the Lessee hereby designates this Lease and the interest components of the Lease Payments hereunder as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code: (i) this Lease and the Lease Payments hereunder are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Lessee reasonably anticipates that it, together with all “aggregated issuers,” will not issue during the current calendar year obligations (other than those obligations described in clause (iii) below) the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code which, when aggregated with this Lease, will exceed an aggregate principal amount of \$10,000,000; (iii) and notwithstanding clause (ii) above, the Lessee and its aggregated issuers may have issued in the current calendar year and may continue to issue during the remainder of the current calendar year private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code. For purposes of this subsection, “aggregated issuer” means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee. The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code.

SECTION 2.2 Representations, Covenants and Warranties of the Bank. The Bank is a national banking association, duly organized, existing and in good standing under and by virtue of the laws of the United States of America, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

ARTICLE III

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

SECTION 3.1 Lease. The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D E, F, and G hereto.

SECTION 3.2 Term. The Term of this Lease shall commence on the date of execution of this Lease, which is also the date on which the Acquisition Amount is deposited with the Escrow Agent, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D,

E, F, and G attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the "Original Term"). Thereafter, this Lease will be extended for 4 successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a "Renewal Term") subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on August 15, 2025, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the "Scheduled Term" irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an "Event of Nonappropriation"), this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

SECTION 3.3 Termination. This Lease will terminate upon the earliest of any of the following events:

- (a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;
- (c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

SECTION 3.4 Lease Payments.

(a) **Time and Amount.** During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the "Lease Payment Date").

(b) **Rate on Overdue Payments.** In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.

(c) **Additional Payments.** Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

SECTION 3.5 Possession of Leased Property Upon Termination. Upon termination of this Lease pursuant to Sections 3.3 (a), or 3.3 (c), the Lessee shall transfer the Leased Property to the Bank in such

manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a "net-net-net lease" and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

ARTICLE IV

INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a policy limit less than \$1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance

satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE V

COVENANTS

SECTION 5.1 Use of the Leased Property. The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

SECTION 5.2 Interest in the Leased Property and this Lease. Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance; Repair and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) Tax and Assessments; Utility Charges. The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal

therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

ARTICLE VI

ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be “events of default” under this Lease and the terms “events of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

SECTION 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

- (a) take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property;
- (b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and
- (c) take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Lease, the Security Documents (defined in Section 9.3), the Escrow Agreement or as a secured party in any or all of the Leased Property or the Escrow Account hereunder.
- (d) terminate the Escrow Agreement and apply the proceeds in the Escrow Account to the Lease Payments due hereunder.

SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

ARTICLE VIII

PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property

by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:

ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133
Attention: Kirsi Hansen

If to the Lessee:

Santaquin City
275 W. Main
Santaquin, UT 84655
Attention: Aaron Shirley

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 System of Registration. The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 Instruments of Further Assurance. To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property and any moneys and investments held from time to time in the Escrow Account to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The

Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

ZIONS BANCORPORATION, N.A., as Lessor

By: _____
Authorized Officer

SANTAQUIN CITY, as Lessee

By: _____

Title

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE*

1. Interest. Interest components payable on the principal amount outstanding have been computed at the rate of one and sixteen hundredths percent (1.16 %) per annum calculated based on twelve 30-day months during a 360-day year.

2. Payment Dates and Amounts.

Date	Principal	Coupon	Interest	Total P+I
09/08/2021	-	-	-	-
08/15/2022	180,127.79	1.160%	7,943.28	188,071.07
08/15/2023	181,675.15	1.160%	6,395.92	188,071.07
08/15/2024	183,782.59	1.160%	4,288.49	188,071.08
08/15/2025	185,914.46	1.160%	2,156.61	188,071.07
Total	\$731,500.00	-	\$20,784.30	\$752,284.30

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

[Add in Vehicle Information Here]

EXHIBIT C

RESOLUTION OF GOVERNING BODY

A resolution approving the form of the Lease/Purchase Agreement with ZIONS BANCORPORATION, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.

Whereas, The City Council (the “Governing Body”) of Santaquin City (the “Lessee”) has determined that the leasing of the property described in the Lease/Purchase Agreement (the “Lease/Purchase Agreement”) presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

Whereas, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

Whereas, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

Be it resolved by the Governing Body of Santaquin City as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this _____ day of _____, 2021.

By _____

Print Name _____

Title _____

Attest:

By _____

Print Name _____

Title _____

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, _____ hereby certify that I am the duly qualified and acting
_____ of Santaquin City (the "Lessee").
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on August 17, 2021, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on _____, 2021.

In witness whereof, I have hereunto set my hand on behalf of the Lessee this _____ day of _____, 2021.

By _____

Print Name_____

Title _____

EXHIBIT D
Opinion of Lessee's Counsel

To: ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

As counsel for Santaquin City ("Lessee"), I have examined duly executed originals of the Lease/Purchase Agreement (the "Lease") dated this 8th day of September, 2021, between the Lessee and ZIONS BANCORPORATION, N.A., Salt Lake City, Utah ("Bank"), and the proceedings taken by Lessee to authorize and execute the Lease (the "Proceedings"). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah (the "State").
2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.
5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.
6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.
7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.
9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

Attorney for Lessee

EXHIBIT E

SECURITY DOCUMENTS

[Attach Certificates of Title showing ZIONS BANCORPORATION, N.A. as the lien holder]

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZIONS BANCORPORATION, N.A.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

Reference is made to the Lease/Purchase Agreement between the undersigned ("Lessee"), and ZIONS BANCORPORATION, N.A. (the "Bank"), dated September 8, 2021 , (the "Lease") and to that part of the Leased Property described therein which comprises personal property (collectively, the "Equipment"). In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that the Bank is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The vehicle number for each item of Equipment which is set forth on Exhibit "B" to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

SANTAQUIN CITY

By: _____
(Authorized Signature)

Date: _____

EXHIBIT G

ESCROW AGREEMENT

[Attach Escrow Agreement]

FORM OF ESCROW AGREEMENT

This Escrow Agreement (this "Agreement") dated September 8, 2021, by and among ZIONS BANCORPORATION, N.A., a national banking association (hereinafter referred to as "Lessor"), SANTAQUIN CITY, a body politic and corporate of the State of Utah (hereinafter referred to as "Lessee"), and ZIONS BANCORPORATION, National Association (hereinafter referred to as "Escrow Agent").

Reference is made to that certain Lease/Purchase Agreement, dated September 8, 2021, between Lessor and Lessee (hereinafter referred to as the "Lease"), covering the acquisition and lease of certain Leased Property described therein (the "Leased Property"). It is a requirement of the Lease that the Acquisition Amount be deposited with the Escrow Agent hereunder for the purpose of providing a mechanism for the application of such amounts to the payment of Leased Property costs.

The parties agree as follows:

1. Creation of Escrow Account.

(a) There is hereby created a special trust fund to be known as the "Santaquin City, Utah Escrow Account" (the "Escrow Account") to be held in trust by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof. On the date hereof, from proceeds of the Lease, Lessor has caused the amount of \$731,500.00 to be transferred to Escrow Agent for deposit into the Escrow Account.

(b) The Escrow Agent shall invest and reinvest moneys on deposit in the Escrow Account in Qualified Investments in accordance with written instructions received from Lessee. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Escrow Account. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account and is not a trustee or a fiduciary to Lessee. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this agreement, "Qualified Investments" means any investments which meet the requirements of the investment of public funds by Lessee in accordance with applicable Utah law and any applicable policy that the governing body of the Lessee has adopted with respect to the investment of public funds.

(c) Lessee covenants that all investments of amounts deposited in the Escrow Account or other fund containing gross proceeds of the Lease will be acquired, disposed of and valued at the fair market value thereof. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Internal Revenue Code of 1986, as amended (the "*Code*") will be valued at their present value. Terms used in this subsection (c) shall have the meanings given them in the applicable provisions of the Code.

(d) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (e) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written authorization(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Leased Property. Any moneys remaining in the Escrow Account on or after the date on which Lessee executes the Delivery and Acceptance Certificate shall be applied as provided in Section 4 hereof.

(e) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account (including delivery to Lessor by Lessee of an executed Delivery and Acceptance Certificate contained in the Lease), or (ii) written notice given by Lessor of the occurrence of a default or non-appropriation of the Lease.

(f) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(g) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(h) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully

protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(i) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(j) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for extraordinary administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(k) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the "Effective Date"), which shall be a date not less than 90 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(l) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no fiduciary or implied duties, responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Leased Property, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Leased Property are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Leased Property, and the operation and maintenance thereof.

(b) Authorized Escrow Account Disbursements. Disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the Leased Property Costs and any delivery costs.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and

the name of the person, firm or corporation to whom payment thereof is due. Each such requisition shall be signed by Aaron Shirley (including his successors or anyone whom he or his successors may appoint to sign) of Lessee (an "Authorized Representative") and by Kirsi Hansen or her designees of Lessor, and shall be subject to the following:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1 certifying that:

(i)(A) an obligation in the stated amount has been incurred by Lessee, and that the same is a proper charge against the Escrow Account for costs relating to the Leased Property identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof); (B) the Leased Property relating to such obligation has been delivered, installed, is operating in a manner consistent with the manufacturer's intended use and has been inspected and finally accepted for all purposes by Lessee, and (C) Lessee has conducted such inspection and/or testing of the Leased Property relating to such obligation as it deems necessary and appropriate in order to determine the Leased Property's capability and functionality in order to accept such Leased Property; (ii) the Lessee has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made; (iii) such requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date of such certificate, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee); (iv) the Leased Property is insured in accordance with the Lease; (v) no Event of Default (nor any event which, with notice or lapse of time or both, would become an Event of Default) has occurred and is continuing and (vi) the representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date thereof; and

2. Delivery to Lessor of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement); bills of sale (if title to such Leased Property has passed to Lessee); a description, and serial and/or VIN number for each item and any additional documentation reasonably requested by Lessor;

3. Deposit to Escrow Account. Upon execution of the Lease and the satisfaction of any conditions specified in the Lease or otherwise, Lessor will cause the Acquisition Amount of \$731,500.00 to be deposited into the Escrow Account. Lessee agrees to pay any costs with respect to the Leased Property in excess of amounts available therefor in the Escrow Account and to pay delivery costs in excess of amounts available therefor in the Escrow Account; provided, however, that any amount required for either such purpose shall be payable solely from moneys that have been appropriated by Lessee for such purpose.

4. Excessive Escrow Account. Any funds remaining in the Escrow Account on or after the date on which Lessee executes the Delivery and Acceptance Certificate, or upon a

termination of the Escrow Account as otherwise provided herein, shall be delivered by the Escrow Agent to Lessor, and Lessor shall apply such funds to amounts owed under the Lease.

5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account or any part thereof, is converted to investments as set forth in this agreement, such investments shall be made in the name of Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Escrow Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Uniform Commercial Code of the State of Utah ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Escrow Agent may allow Lessee to effect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent

of Lessor, allow Lessee to withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 9 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Fee Schedule; Initial Fee. \$1,500.00.

9. Miscellaneous.

(a) Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This agreement may not be amended except in writing signed by

all parties hereto. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below:

If to Lessor: ZIONS BANCORPORATION, N.A.
 1 South Main Street 17th Floor
 Salt Lake City, UT 84133
 Attn: Jon Dunfield, Vice President

If to Lessee: Santaquin City
 275 W. Main
 Santaquin, UT 84655
 Attn: Aaron Shirley, Finance Director

If to Escrow Agent: ZIONS BANCORPORATION, National Association
 Corporate Trust Department
 1 South Main Street
 Salt Lake City, UT 84133
 Attn: _____, Vice President

In Witness Whereof, the parties have executed this Escrow Agreement as of the date first above written.

ZIONS BANCORPORATION, N.A.
as Lessor

SANTAQUIN CITY
as Lessee

By: _____
_____, Vice President

By: _____
Aaron Shirley, Finance Director

ZIONS BANCORPORATION, National Association
as Escrow Agent

By: _____
_____, Vice President

SCHEDULE 1

TO THE ESCROW AGREEMENT

FORM OF DISBURSEMENT REQUEST

Re: Lease/Purchase Agreement, dated September 8, 2021 (the "*Lease*"), between ZIONS BANCORPORATION, N.A., as Lessor, and SANTAQUIN CITY, as Lessee (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow Agreement, dated September 8, 2021 (the "*Escrow Agreement*") by and among ZIONS BANCORPORATION, N.A., a national banking association ("*Lessor*"), SANTAQUIN CITY ("*Lessee*") and ZIONS BANCORPORATION, National Association (the "*Escrow Agent*"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Agreement for the following purposes:

PAYEE'S NAME AND ADDRESS	INVOICE NUMBER	DOLLAR AMOUNT	PURPOSE (INCLUDE SERIAL AND/OR VIN NUMBER)

The undersigned hereby certifies as follows:

(i) The date on which "acceptance" occurred with respect to the portion of the Leased Property for which disbursement is hereby requested is _____, and such portion of Leased Property is hereby accepted by Lessee for all purposes of the Lease.

(ii) An obligation in the stated amount has been incurred by Lessee, and the same is a proper charge against the Escrow Account for costs relating to the Leased Property identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof), and the Leased Property relating to such obligation has been delivered, installed, is operating in a manner consistent with the manufacturer's intended use and has been inspected and finally accepted for all purposes by Lessee. Lessee has conducted such inspection and/or testing of the Leased Property relating to such obligation as it deems necessary and appropriate in order to determine the

Leased Property's capability and functionality in order to accept such Leased Property. Attached hereto is the original invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Leased Property is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vii) No Material Adverse Change in Lessee's financial condition has occurred since the date of the execution of the Lease.

(ix) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

Dated: _____

By: _____
Authorized Representative

Disbursement of funds from the Escrow
Account in accordance with the foregoing
Disbursement Request hereby is authorized

ZIONS BANCORPORATION, N.A.,
as Lessor under the Lease

By: _____
Name: _____
Title: _____



MEMORANDUM

August 13, 2021

To: Santaquin City Mayor and City Council
From: Norm Beagley, Assistant City Manager
**RE: Construction Management/General Contractor (CM/GC) for
Zone 11 West Pressurized Irrigation System**

Mayor and Council Members,

We received a total of 4 competitive proposals for CM/GC Services for the new Summit Ridge pressure irrigation tank, booster pump station, and water lines. The evaluation committee carefully considered and evaluated all 4 of the proposals that were submitted. As a note, the evaluation committee consisted of myself, Council Member, Lynn Mecham, City Engineer, Jon Lundell, Public Works Director, Jason Callaway, and Hansen, Allen, & Luce staff. The evaluation committee members were impressed with the interest in our project from construction firms. We were also impressed with the quality of the proposals and with the great qualifications of all the submitting firms.

From the evaluation committee's scoring of those submitted proposals, we recommend that the Council award the contract for the new Summit Ridge pressure irrigation tank, booster pump station, and water lines construction to the low bidder, VanCon, Inc., in an amount of \$320,000.00. As you know, VanCon, Inc. successfully completed our east side (Zone 11E) \$3.6M pressure irrigation tank and booster pump projects in 2018-2019 on time and under budget. During this previously completed project, VanCon helped save the City over \$150,000. They facilitated these savings through construction efficiencies, value engineering, and effective project management.

For your review and consideration, I have attached the evaluation committee's scoring sheet as well as a sheet showing a summary of all the submitting firm's proposed costs. With their qualifications, and their proposed costs, VanCon is the best value for the city as our CM/GC on this project.

It should be noted that this proposed award amount is only for VanCon to help with the design services, assisting Hansen, Allen, & Luce and the City with constructability, risk mitigation, etc., and for the supervisory and management work for the construction project. As the design progresses and the final design is completed, we will bring to the Council, for your future consideration, a Guaranteed Maximum Price (GMP) from VanCon for the full construction cost of the project.

I am happy to answer any questions you may have regarding our evaluation and recommendation.

Thank you for your time,

Norm Beagley, P.E.
Assistant City Manager

Recommended Motion: Award the CM/GC Services for the new Summit Ridge pressure irrigation tank, booster pump station, and water lines to VanCon, Inc. in an amount not to exceed \$320,000.00.

Santaquin City				
Summit Ridge PI Tank, Booster, & Water Lines CM/GC Proposed Cost Evaluation				
Proposing Firm	COP Construction	VanCon, Inc.	Whitaker Construction	WW Clyde
Design Phase Fee	\$ 25,000.00	\$ 20,000.00	\$ 46,200.00	\$ 40,000.00
Construction Supervision & Management Fee	\$ 460,108.00	\$ 300,000.00	\$ 892,800.00	\$ 1,055,000.00
CM/GC Multiplier	5.00%	7.00%	7.00%	5.00%
Calculated Multiplier Cost based on \$6M project	\$ 300,000.00	\$ 420,000.00	\$ 420,000.00	\$ 300,000.00
GMP Contingency	4.00%	2.50%	10.00%	5.00%
Calculated Contingency Cost based on \$6M project	\$ 240,000.00	\$ 150,000.00	\$ 600,000.00	\$ 300,000.00
Any Remaining Contingency Plan (% to CM/GC)	50.00%	0.00%	50.00%	50.00%
Contractor Reservation				
(assumes 80% of contingency is used on project)	\$ 24,000.00	\$ -	\$ 60,000.00	\$ 30,000.00
Back to City				
(assumes 80% of contingency used is used on project)	\$ 24,000.00	\$ 30,000.00	\$ 60,000.00	\$ 30,000.00
* Totals	\$ 1,001,108.00	\$ 860,000.00	\$ 1,899,000.00	\$ 1,665,000.00
Lowest Bid Amount: \$ 860,000.00				
Points based on relativity to low bid amount				
Unweighted Score (100%)	91.80	100.00	39.59	53.20
Weight of Score (30 Points Possible)				
	27.5	30.0	11.9	16.0

Santaquin City
Summit Ridge PI Tank, Booster, & Water Lines CM/GC Evaluation

Proposing Firm	Proposal Evaluation				
	Relevant Experience	Methodology	Proposal Evaluation Score	Cost Proposal Score	Total Score
VanCon, Inc.	36.2	28.0	64.2	30.0	94.2
COP Construction	29.4	24.0	53.4	27.5	80.9
WW Clyde	31.4	25.0	56.4	16.0	72.4
Whitaker Construction	33.0	25.0	58.0	11.9	69.9



MEMORANDUM

August 13, 2021

To: Santaquin City Mayor and City Council
From: Norm Beagley, Assistant City Manager
RE: Contract For Center Street Storm Drainage Improvements

Mayor and Council Members,

In 2020, Santaquin City was awarded \$235,000.00 from the Mountainland Association of Governments (MAG) through the Utah County, Community Development Block Grant (CDBG) program. These funds are approved to be used for a storm drainage project on Center Street between approximately 25 North and 100 North. The City's portion of the work is a 25% project match. Santaquin's matching costs will be approximately \$80,000. This amount (\$80,000) is currently budgeted in our 2022 final budget. The MAG funds (\$235,000.00) are available now.

We have need to construct these drainage improvements during the 2022 construction/paving season. Therefore, we need to start the design work soon. As we start the design work now, the project design will be ready for construction bidding early in the 2022 calendar year, allowing for construction during the 2022 construction/paving season.

For your review, I have provided J-U-B's proposed project scope, fee, and schedule. J-U-B designed all three of the previous phases of the Main Street Improvements project and has now commenced with the design work for the last two phases. As this project is immediately adjacent to and could be somewhat connected into the Main Street improvements, J-U-B is well suited to commence with the design for these Center Street storm drain improvements.

We have reviewed J-U-B's proposed scope, fee, and schedule with the staff at MAG. They, as well as City staff, are comfortable with their proposal for design of this Center Street storm drain improvements project.

J-U-B's design costs are in line with industry standards for engineering design services for retrofit/reconstruct transportation and storm drain projects of this nature, with an overall percentage of 13.3% of the estimated project costs of \$315,000. Industry costs for this type of work and for a smaller sized project, such as this, typically fall within a range from 10% - 15%.

As a municipality, Santaquin City is authorized to utilize UDOT's engineering services pool. J-U-B Engineers is currently on UDOT's pool of approved engineering firms for this work. Therefore, they are fully prequalified to perform this design for Santaquin City. Historically, utilizing the UDOT prequalified engineering pool has served the city well. Therefore, we recommend that same approach for engineering services for this project.

I am happy to answer any questions you may have regarding this contract and of the project.

Thank you for your time,

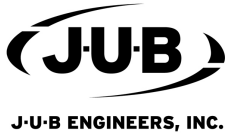
Norm Beagley, P.E.
Assistant City Manager

Recommended Motion: Approve a contract with J-U-B Engineers for the Center Street Storm Drainage Improvements design in a not to exceed amount of \$41,811.00.



Authorization for Additional Services

J-U-B Authorization for Additional Services (REV 1/15))



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Santaquin Center St. Storm Drainage Improvements

CLIENT: Santaquin City

J-U-B PROJECT NUMBER: 50-21-033

CLIENT PROJECT NUMBER:

ATTACHMENT TO:

☐ **AGREEMENT DATED:** Click or tap to enter a date.; **or**

☒ **AUTHORIZATION FOR ADDITIONAL SERVICES #2021-2; DATED:** August ____, 2021

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

Provide engineering services related to Center Street storm drainage improvements between approximately 25 North and 100 North. The project is CDBG funded. It will extend curb and gutter north from the planned Main Street Widening Project improvements on both sides of Center Street, with pavement widening, including curb returns at all four corners of 100 North, as well as underground storm drainage improvements.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 001: Project Management

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Conduct project planning
3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Conduct internal kickoff meeting.
5. Regularly monitor and report project status, budget and schedule.
6. Provide a monthly invoice, provide ongoing document handling and filing, and closeout project.

B. Task 002: Initial Scoping and Mapping

1. Prepare for and conduct kick-off meeting and identify project issues
2. Conduct topographic survey and add features to CAD mapping
 - a. Assumptions:
 - i. Topographic survey includes approximately 100' of width, plus additional concrete driveways, to approximately 100 feet north of 100 North Street on Center Street, and 100 feet east and west of Center Street on 100 North Street
3. QC review of mapping

C. Task 003: Preliminary Design

1. Progress review meetings (up to two)
2. Establish cross section and curb & gutter alignments
 - a. Assumptions:
 - i. Preferred cross section is adopted Center Street Cross Section (Standard Drawing ST5) with 56' of asphalt
 - ii. Includes preliminary horizontal & vertical alignments
3. Establish drainage concept
 - a. Assumptions
 - i. Determining how to handle water from Main Street or south of Main Street (where to convey and infiltrate, and required capacity) will be included in the Main Street project, but will be performed concurrent with this project
 - ii. Identify how on-site storm water will be handled (including calculations)
4. Identify utility and infrastructure impacts
 - a. Assumptions
 - i. Possible impacts are related to utility poles and boxes, the irrigation ditch, structures over the irrigation ditch, driveways, signs, mailboxes, sidewalks and walkways, and the Post Office improvements
5. Establish relationship to Main St. project
 - a. Consider the physical limits between the Main Street project and this project
 - b. Consider the effect of timing on which improvements need to be part of which project (assuming this project will be constructed before the Main Street project).
6. Prepare preliminary opinion of probable construction cost
7. QC review and edits to preliminary design
8. Review preliminary design w/City
 - a. Assumptions:
 - i. This will be an on-site review of the design provided at the meeting
 - ii. The purpose of the meeting is to decide on the street cross section and horizontal alignment of the curb and gutter and the drainage concept
9. Deliverables:
 - a. Preliminary design
 - i. Draft horizontal and vertical design of mainline curb and gutter (possibly scroll plot form) and horizontal alignment of curb returns
 - ii. Drainage concept
 - iii. Utility and infrastructure conflicts identified (but not resolved)

D. Task 004: Final Design

1. Progress review meetings (up to four)
2. Complete drainage design
 - a. Assumptions:
 - i. Infiltration galleries as designed in the earlier Main Street project will be used
 - ii. Drainage facilities required on Center Street (including those receiving water from Main Street or south of Main Street) will be included in the design and construction of this project
3. Prepare removal and relocation sheets (2)
4. Prepare roadway plan and profile sheets (2)
 - a. Street improvements will consist of curb and gutter on both sides of the street, pavement widening, an asphalt overlay (over the existing asphalt and widened areas), drive approaches to contain storm water, tie-ins to private property, and transitions from the curb to existing ground behind the curb and gutter
 - b. City will provide the pavement section to be used for widening and the overlay thickness

5. Prepare drainage and utility sheets (2)
6. Prepare cross section & detail sheets (employ previous Main Street project details)
7. Prepare specifications and Measurement & Payment (employ previous Main Street project specs)
 - a. Assumptions:
 - i. City will provide any documents that need to be included in the specifications to comply with the CDBG funding requirements
8. Perform quantity takeoff and prepare bid form
 - a. Assumptions:
 - i. J-U-B will prepare the bid form
 - ii. City will prepare the balance of the EJCDC contract documents and supplementary conditions
 - iii. City will provide any documents that need to be included in the contract documents to comply with the CDBG funding requirements
9. Prepare opinion of probable construction cost
10. QC review and edits to plans, specs, quantities, bid form, opinion of cost
11. Review plans, specs, bid form with City
 - a. Assumptions:
 - i. City will review and provide comments on the plans, specifications and bid form within one week of receipt
12. Edits, QC, and finalize bid package
13. Deliver bid package to City for advertising
 - a. Deliverables:
 - i. Construction drawings
 - ii. Bid Form
 - iii. Specifications
 - iv. Opinion of probable construction cost
 - b. Assumption:
 - i. J-U-B will provide documents electronically in Civil3D, MS Word, and MS Excel format (as applicable) in addition to pdf format.
14. Prepare permit to enter and construct forms for up to 6 parcels
 - a. Assumption:
 - i. Santaquin City will perform all negotiations and add parcel-specific terms to each of the forms

E. Task 005: Assistance During Advertising

1. Attend pre-bid meeting
 - a. Assumptions:
 - i. City will prepare agenda for and conduct the pre-bid meeting
 - ii. The addendum to include minutes of the pre-bid meeting and any other clarifications will be prepared by the City
2. Help City address questions during advertising
 - a. Assumptions:
 - i. J-U-B's role is to assist the City in answering questions they are not able to answer and assist City in making decisions that would change the design
 - ii. The City will advertise the project and manage the advertisement and responding to inquiries
 - iii. The City will conduct the bid opening, tabulate the bids, and prepare recommendation of award and awarding documents.

F. Task 006: Assistance During Construction

1. Respond to RFI's during construction
 - a. Assumptions:
 - i. City will provide all construction engineering functions, including those required by the CDBG funding
 - ii. J-U-B will advise City on responses to requests for information and assist with submittal review as needed by the City

G. Contingency Fund

1. The Contingency Fund establishes a pre-authorized budget for additional tasks that may be requested by CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
2. The Contingency Fund is immediately available for promptly proceeding with additional tasks upon written request by CLIENT's Authorized Representative.
3. J-U-B will not exceed the pre-authorized amount without CLIENT approval.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 1. All public involvement activities, including negotiations with property owners and any needed easements/right-of-way
 2. Utility company discussions/negotiations and relocations
 3. Advertising phase engineering except as noted above
 4. Construction phase engineering except as noted above
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
 - 1.
 - 2.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
 1. Time and Materials:
 - i. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - ii. Client shall pay J-U-B for Reimbursable Expenses (including mileage) times a multiplier of 1.1
 - iii. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. **Period of Service:** If the period of service for the task identified above is extended beyond the end of a calendar year, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.
- C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
001	Project Management	Time and Materials (Estimated Amount Shown)	\$5,182	Concurrent with work progress
002	Initial Scoping and Mapping	Time and Materials (Estimated Amount Shown)	\$5,232	Three weeks after executed contract, notice to proceed, and receipt of all required data
003	Preliminary Design	Time and Materials (Estimated Amount Shown)	\$6,752	Five weeks after executed contract, notice to proceed, and receipt of all required data
004	Final Design	Time and Materials (Estimated Amount Shown)	\$15,193	Four weeks after receipt of preliminary design review by CLIENT
Design Subtotal:			\$32,359	
005	Assistance During Advertising	Time and Materials (Estimated Amount Shown)	\$2,316	Concurrent with advertising
006	Assistance During Construction	Time and Materials (Estimated Amount Shown)	\$2,136	Concurrent with construction
	Contingency Fund	N/A	\$5,000	N/A
Total:			\$41,811	

NOTE on Coronavirus and Schedule: J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.

E. The above fees were developed from the Work Breakdown Structure (WBS) attached as Exhibit 1-A.

Exhibit(s):

- Exhibit 1-A: Work Breakdown Structure
- Exhibit 1-B: Anticipated Schedule

For internal J-U-B use only:

PROJECT LOCATION (STATE): UT

TYPE OF WORK: City

R&D: Yes

GROUP: Municipal

PROJECT DESCRIPTION(S):

1. Municipal/Utility Engineering (203)
2. Traffic/Transportation (T03)

EXHIBIT 1-A:

WORK BREAKDOWN STRUCTURE

BASIS OF FEE ESTIMATE



THE
LANGDON
GROUP
a J-U-B Company



GATEWAY
MAPPING
INC.
a J-U-B Company

OTHER J-U-B COMPANIES

Project Title, Client: Santaquin Center Street Drainage Improvements, Santaquin City
Project Number: 50-21-033
Prepared By: MLC

Task Number	Subtask Number	Task/Subtask Name	Total Compensation
001		Project Management	\$5,182
001	001	Set up project in J-U-B systems	\$285
001	002	Conduct project planning	\$610
001	003	Coordinate QA/QC processes	\$410
001	004	Internal kickoff meeting	\$1,074
001	005	Monitor and report project status, budget and schedule (eight weeks)	\$1,762
001	006	Invoicing, document handling, closeout	\$1,041
002		Initial Scoping and Mapping	\$5,232
002	001	Prepare for and conduct kick-off meeting and identify project issues	\$1,214
002	002	Conduct topographic survey and add features to CAD mapping	\$3,648
002	003	QC review of mapping	\$370
003		Preliminary Design	\$6,752
003	001	Progress review meetings (up to two)	\$969
003	002	Establish cross section and curb & gutter alignments (horiz & vert)	\$1,166
003	003	Establish drainage concept (including calculations)	\$888
003	004	Identify utility impacts	\$260
003	005	Establish relationship to Main St. project (physical limits and timing)	\$323
003	006	Prepare preliminary opinion of probable construction cost	\$646
003	007	QC review and edits to preliminary design	\$1,342
003	008	Review preliminary design w/City	\$1,158
004		Final Design	\$15,193
004	001	Progress review meetings (up to four)	\$1,738
004	002	Complete drainage design	\$1,112
004	003	Prepare removal and relocation sheets (2)	\$1,233
004	004	Prepare roadway plan and profile sheets (2)	\$2,273
004	005	Prepare drainage and utility sheets (2)	\$1,336
004	006	Prepare cross section & detail sheets (employ Main St. details)	\$601
004	007	Prepare specifications and M&P (employ Main St. specs)	\$772
004	008	Perform quantity takeoff and prepare bid form	\$558
004	009	Prepare opinion of probable construction cost	\$471
004	010	QC review and edits to plans, specs, quantities, bid form, opinion of cost	\$2,522
004	011	Review plans, specs, bid form with City	\$772
004	012	Edits, QC, and finalize bid package	\$1,402
004	013	Deliver bid package to City for advertising	\$298
004	014	Prepare permits to enter and construct for up to 6 parcels	\$105
005		Assistance During Advertising	\$2,316
005	001	Attend pre-bid meeting	\$772
005	002	Help City address questions during advertising	\$1,544
006		Assistance During Construction	\$2,136
006	001	Respond to RFI's during construction	\$2,136
TOTAL			\$36,811

EXHIBIT 1-B: ANTICIPATED SCHEDULE



THE
LANGDON
GROUP
a J-U-B Company



GATEWAY
MAPPING
INC.
a J-U-B Company

OTHER J-U-B COMPANIES

Project Title, Client: Santaquin Center Street Drainage Improvements, Santaquin City

Project Number: 50-21-033

Prepared By: MLC

Week Ending:

Task Number	Subtask Number	Task/Subtask Name	04-Sep-21	11-Sep-21	18-Sep-21	25-Sep-21	02-Oct-21	09-Oct-21	16-Oct-21	23-Oct-21	30-Oct-21	06-Nov-21	13-Nov-21	20-Nov-21	27-Nov-21	04-Dec-21	11-Dec-21	18-Dec-21	25-Dec-21	01-Jan-22
001		Project Management																		
001	001	Set up project in J-U-B systems																		
001	002	Conduct project planning																		
001	003	Coordinate QA/QC processes																		
001	004	Internal kickoff meeting																		
001	005	Monitor and report project status, budget and schedule (eight weeks)																		
001	006	Invoicing, document handling, closeout																		
002		Initial Scoping and Mapping																		
002	001	Prepare for and conduct kick-off meeting and identify project issues																		
002	002	Conduct topographic survey and add features to CAD mapping																		
002	003	QC review of mapping																		
003		Preliminary Design																		
003	001	Weekly progress review meetings (two)																		
003	002	Establish cross section and curb & gutter alignments (horiz & vert)																		
003	003	Establish drainage concept (including calculations)																		
003	004	Identify utility impacts																		
003	005	Establish relationship to Main St. project (physical limits and timing)																		
003	006	Prepare preliminary opinion of probable construction cost																		
003	007	QC review and edits to preliminary design																		
003	008	Review preliminary design w/City																		
004		Final Design																		
004	001	Weekly progress review meetings (four)																		
004	002	Complete drainage design																		
004	003	Prepare removal and relocation sheets (2)																		
004	004	Prepare roadway plan and profile sheets (2)																		
004	005	Prepare drainage and utility sheets (2)																		
004	006	Prepare cross section & detail sheets (employ Main St. details)																		
004	007	Prepare specifications and M&P (employ Main St. specs)																		
004	008	Perform quantity takeoff and prepare bid form																		
004	009	Prepare opinion of probable construction cost																		
004	010	QC review and edits to plans, specs, quantities, bid form, opinion of cost																		
004	011	Review plans, specs, bid form with City																		
004	012	Edits, QC, and finalize bid package																		
004	013	Deliver bid package to City for advertising																		
005		Assistance During Advertising																		
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005	002	Help City address questions during advertising																		
006		Assistance During Construction																		
006	001	Respond to RFI's during construction																		