



## CITY COUNCIL REGULAR MEETING

Tuesday, April 06, 2021, at 7:00 PM  
Court Room/Council Chambers (2nd Floor) and Online

### MEETINGS HELD ONLINE ONLY

Pursuant to recent updates from the Utah State Department of Health regarding the number of people allowed to gather physically for a public meeting, there will be no in-person participation. The public is invited to participate electronically as outlined below:

- **YouTube Live** – Public meetings will be shown live on the Santaquin City YouTube Channel, which can be found at [https://www.youtube.com/channel/UCTzZT\\_yW2H2Hd-58M2\\_ddSw](https://www.youtube.com/channel/UCTzZT_yW2H2Hd-58M2_ddSw) or by searching for Santaquin City Channel on YouTube.

### PUBLIC COMMENT & PUBLIC HEARING PARTICIPATION

As with all City Council and Planning Commission Meetings, we will continue to invite the public to provide “Public Comment” (30-minute duration, maximum of 5-minutes per comment). We will also continue to hold Public Hearings, as needed, and required on specific issues. We invite the public to provide comment in the following ways:

- **By Email** – Comments will be accepted by email up to 5:00 P.M. on the date of the meeting. Comments will be read during the meeting and made part of the official record of the city. Comments should be submitted to [PublicComment@Santaquin.org](mailto:PublicComment@Santaquin.org)
- **By Telephone** – For those who would like to have their own voice heard during the Public Comment or Public Hearing periods, please submit an email to [PublicComment@Santaquin.org](mailto:PublicComment@Santaquin.org) providing us your Telephone Number.

### 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.](#) 03-16-2021 - City Council Work Session Minutes
- [2.](#) 03-16-2021 - City Council Regular Meeting Minutes

## **Bills**

- [3.](#) Invoice Register - 04/06/2021 - \$696,074.79

## **Items**

- [4.](#) Resolution 04-01-2021, "A Resolution Approving the Municipal Wastewater Planning Program (MWPP) for 2020"
- [5.](#) Resolution 04-02-2021, "A Resolution Approving a Three-Year Sewer Collection System Inspection and Cleaning Agreement with RH Borden and Company, LLC"
- [6.](#) Resolution 04-03-2021 - "A Declaration of Surplus Property"
- [7.](#) Resolution 04-04-2021 "A Resolution Requesting Admission to the Firefighter's Retirement System with Utah Retirement System (URS) - Amended

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

### **Public Forum**

### **Public Forum**

### **Awards**

8. Recognition of the Santaquin Fire Department
- [9.](#) Employee & Volunteer of the Month - Judy & Val Robbins

### **Appointments**

10. RAP Tax Committee Appointment - Kim Bahr

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

- [11.](#) Building Permit & Business License Report - 04/02/2021

## **NEW BUSINESS**

### **Ordinances**

### **Resolutions**

- [12.](#) Resolution 04-05-2021, "A Resolution Approving a Water Agreement Dr. Fred HC Openshaw"
- [13.](#) Resolution 04-06-2020, "A Resolution Approving a Water Agreement with Dennis C. and Kathy Brandon"
- [14.](#) Resolution 04-07-2021, "A Resolution Approving an Addendum to the Interlocal Cooperation Agreement Establishing the Payson/Santaquin Annexation Boundary"
- [15.](#) Resolution 04-08-2021, "A Resolution Approving A Professional Services Agreement with Parametrix for Active Transportation Plan (Grant Funded Trails Plan)"

### **Discussion & Possible Action**

- [16.](#) Discussion and Possible Action Regarding the Conceptual Design of the West Wing of the Future City Hall

## **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](http://www.santaquin.org), as well as posted on the State of Utah's Public Website.

BY:   
K. Aaron Shirley, City Recorder



## **CITY COUNCIL WORK SESSION MEETING**

Tuesday, March 16, 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

##### **ABSENT**

Council Member Jennifer Bowman

#### **PLEDGE OF ALLEGIANCE**

Led by Jason Bond.

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

Led by Jason Bond.

#### **DISCUSSION ITEMS**

##### **1. Discussion – Representative Doug Welton Regarding Legislative Session**

State Representative Doug Welton gave a brief update on the most recent legislative session. Welton was aware of the need for a UDOT update of the Main Street highway interchange and advocated for that and though he feels he helped bump it up the UDOT list it is not funded for this coming year. The billboard bill failed and Representative Welton discussed how he feels the best governments are governed locally and such local issues should stay local.

Welton asked the Council what questions the Santaquin City Council had. Mayor Hunsaker thanked Representative Welton for his desire to be involved with the City Council and asked about the bill on Accessory Dwelling Units (ADU's). Representative Welton said this bill did pass and takes away authority from the local governments from regulating ADU's.

Council Member Montoya thanked representative Welton for his involvement and asked for his email. Welton gave his email [dwelton@le.utah.gov](mailto:dwelton@le.utah.gov) and his number for both the Council and the public.

##### **2. Discussion – Regarding 3-Year Sewer Collection Maintenance Contract**

Public Works Director Jason Callaway gave his proposal for a new sewer maintenance contract that includes cleaning, manhole inspections, acoustic assessments, and camera assessments of the sewer system. This would be a \$35,000 increase annually but all of the needed equipment to provide the mentioned services would be upwards of \$450,000 plus the necessary manpower that the city doesn't have at this time. This would not only save money and improve our sewer system but also helps with insurance costs if the cities insurance carrier knows the city is doing all of the mentioned services to the system.



Some updates on Public Works, Cannon Miner and Bryan Mecham have been doing amazing in maintaining buildings, parks, and with the new snack shack project. Callaway asked if the Council had any questions.

Mayor Hunsaker asked how the sewer system was doing as a whole and what issues existed. Callaway said that there was an increase in grease in the system though this could be a combination of restaurants and residential homes. Overall, the cities sewer infrastructure is in good shape.

Council Member Mecham asked what the contract term was and Callaway responded that this was a 3-year contract. Council approved the idea of the contract and that it would be on the Council agenda.

### 3. Review Upcoming Meeting Items

City Recorder Shirley gave a presentation on the possibility of switching from multi-member districts to single-member districts as this is year after a census it's an opportunity to redistrict that won't be available until the year following the next census in 2031. Shirley discussed the pro's and con's of single-member districts and said there were administrative and policy points to consider. From an administrative perspective it would add a burden to the City Recorder office and from a policy perspective it's really about whether or not the Council feels the city is being properly represented not necessarily how big the city is getting population wise - Orem City for example, is 100,000 plus in population and still has multi-member districts.

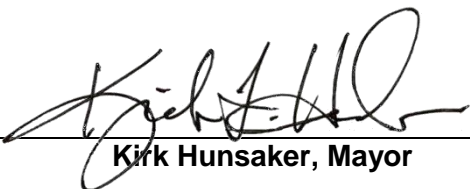
The Council decided they did not want to pursue single-member districts.

City Manager Reeves went over the upcoming items.

### ADJOURNMENT

The meeting adjourned at 6:35 p.m.

ATTEST:

  
\_\_\_\_\_  
Kirk Hunsaker, Mayor  
\_\_\_\_\_  
K. Aaron Shirley, City Recorder



## **CITY COUNCIL REGULAR MEETING**

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### **Minutes**

#### **ROLL CALL**

##### **PRESENT**

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

#### **PLEDGE OF ALLEGIANCE**

Led by Nick Miller.

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

Led by Lynn Mecham.

#### **DECLARATION OF ANY CONFLICT OF INTEREST**

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

##### **Minutes**

1. 03-02-2021 - City Council Work Session Minutes
2. 03-02-2021 - City Council Regular Meeting Minutes

##### **Bills**

3. Invoice Register - 03-16-2021 - \$138,999.31

##### **Items**

4. Resolution 03-05-2021 – Approving an Inter-local Agreement with Utah County for Administration of 2021 Municipal Elections
5. Resolution 03-06-2021 – Requesting Admission to the Fire Fighter Retirement System (URS)
6. Resolution 03-07-2021 – Approving Representation on the Mt. Nebo Water Agency
7. Resolution 03-08-2021 – Approving an Inter-local Agreement with Utah County for Victim Advocate Services

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

Seconded by Council Member Hathaway.

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

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

### **Awards**

8. Kay Tischner - Recognition for Tischner Ford

Kay Tischner from Tischner's Ford gave thanks to the community and the city for their support in the business as long as it's been in his family. This thanks comes as the business transitions ownership.

Mayor Hunsaker presented a thank you basket to Kay Tischner and the Tischner family. A picture was taken.

9. Payson-Santaquin Chamber of Commerce - Business of the Month

Costco is the chamber Business of the month for March. Costco is an active member of the chamber and the community. They have various charities they operate to benefit the members of the surrounding community. They donate a cake for every ribbon cutting and Business of the Month recipient. We congratulate Costco on this honor.

10. Mayoral Appointment of City Council Member Assignments for 2021

Pursuant to the change to the council assignments as proposed by the Mayor, Santaquin City's representation on the Mt. Nebo Water Agency will be switching to Council Member Hathaway and Council Member Mecham as an alternate. This action requires a resolution of our Council.

Council assignments for all City Council members were made.

### **Public Forum**

**Name:** Hilary Fitzsimmons

**Comment:** Dear Mayor Hunsaker and City Council Members,

Is it really prudent for Santaquin City to approve a nondescript development agreement for the Grey Cliffs Development? Why would you not grant another extension instead of approving some vague agreement that won't set expectations and hold the developer liable from the start?

From what Information I have access to, there doesn't seem to be enough progress by the developer on the 233 acre agricultural rezone to develop another high-density R-10 PUD. This seems rushed. Wouldn't granting another extension give adequate time to both Santaquin City, it's residents and developer to come with a plan that both parties are content with and doesn't leave the city in a bind with potential for unmet safety and infrastructure needs?

Thank you for your consideration of this matter.

Sincerely,

Hilary Fitzsimmons

**Name:** Zak Nowell

**Comment:** Dear Mayor Hunsaker and City Council Members,

As a resident of Santaquin city who lives on the east bench, I am confused by the proposal to approve a development agreement for the Grey Cliffs Development.

Why not grant another extension instead of approving a non-specific development agreement? There does not seem to be sufficient progress by the developer on the 233 acre agricultural rezone to develop another high-density R-10 PUD. We want to be sure that we are not bound by an agreement which does not fully consider future safety needs and infrastructure, and might not prove beneficial to Santaquin City and its residents.

Please keep us in mind with future developments! We currently live here and want to stay for many years to come, please don't turn our beautiful city in to an overcrowded mess like those just north of us. We understand the need and want for builders to build here but let's not cast our pearls before swine, meaning let's not set our city up with terrible developments that make us look like an apartment/townhome center! We want single family homes not high density housing, just to have more tax dollars!

Thank you for your careful consideration of this matter.

Sincerely,

Zak Nowell

**Name:** Jessica Isenbarger

**Comment:** Dear Mayor Hunsaker and City Council Members,

I am confused by the proposal to approve a development agreement for the Grey Cliffs Development.

Why not grant another extension instead of approving a non-specific development agreement? There does not seem to be sufficient progress by the developer on the 233 acre agricultural rezone to develop another high-density R-10 PUD. We want to be sure that we are not bound by an agreement which does not fully consider future safety needs and infrastructure, and might not prove beneficial to Santaquin City and its residents.

Thank you for your careful consideration of this matter.

Sincerely,

Jessica Mitchell

**Name:** Trevor Thomas

**Comment:**

Dear Mayor Hunsaker and City Council Members,

I am confused by the proposal to approve a development agreement for the Grey Cliffs Development.

Why not grant another extension instead of approving a non-specific development agreement? There does not seem to be sufficient progress by the developer on the 233 acre agricultural rezone to develop another high-density R-10 PUD. We want to be sure that we are not bound by an agreement which does not fully consider future safety needs and infrastructure, and might not prove beneficial to Santaquin City and its residents.

Thank you for your careful consideration of this matter.

**Name:** Janeen Dean

**Comment:** Dear Mayor Hunsaker and City Council Members-

I am confused by the proposal to approve a development agreement for the Grey Cliffs Development.

Why not grant another extension instead of approving a non-specific development agreement?

We want to be sure that we are not bound by an agreement which doesn't not fully consider future safely needs and infrastructure, and might not prove beneficial to Santaquin City and its residents.

Thank you,

Janeen Dean

**Name:** Nicci McNeff

**Comment:** Dear Mayor and City Council Members,

As a newer long-term resident of Santaquin (we have lived here 10+ years now and plan on staying here forever if possible), I have many concerns about how the city is changing. The most recent issue being that of the development of the property to the North East of town, currently titled Grey Cliffs.

I grew up in West Jordan and have personally experienced living in a fast-growing city. I chose to raise my family in Santaquin because of it's location and small-town feel, which is going away at an alarming rate! We chose to purchase an older home for those same ideals. Yes, people need places to live, and the rate at which Utah County's population is growing I understand the need for Santaquin to develop - to an extent. We are quickly losing the identity that makes Santaquin, Santaquin! Adding more High Density housing only impacts that identity and destroys it even further. There are many ways to keep a community's identity without giving in to developer's and their greedy desires.

Please vote against any moves to rezone and work with this developer for this part of town. That area is not structured for such infrastructure and I'm worried about giving developers too much too soon. Sure, they've made progress, but not to our satisfaction. They need to get it RIGHT, and if that means more time, than that's what it means.

Sincerely,

Nicci McNeff

**Name:** Jackie Larsen

**Comment:**

In my opinion I think it would be very unwise to grant the R-10 PUD. I would hope you would extend the deadline. We have enough high density narrow roads with no parking.

Also, I would like to get some dog signs at orchard cove park. People think the north side of the lawn, by the sidewalk is their own personal litter box. It is disgusting and gross. I would hope a sign would maybe make people think about picking up their dogs crap.

Thanks

Jackie Larsen

**Name:** Brendan Bowen

**Comment:** Dear City Council, Mayor, et al.

I read the development agreement for the Grey Cliffs project and found it has very few protections for the neighbors and community. I'll enumerate just what I consider the most important few for brevity:

Section 2.1.3 mentions impact mitigation to protect nearby residents. Experience tells me that unless the provisions are enumerated and penalties and enforcement is included, the neighbors will not be protected. They will be told that the developer can do whatever they like and it meets the intent of the agreement. We can read and there are no impact mitigation stipulations in this agreement. What has the city changed that would engender confidence that the nearby residents won't be in construction hell and have it called "legal right of way?"

Section 6.11 Allows this project 20 years of construction impact to the neighbors? Why? This is a recipe for disaster for the good people nearby. We, on the south end, are still waiting for the frontage road connection after years of wishing we had better language in the Salisbury/Horton contract that wouldn't change to suit the developer at our expense.

What prevailing need was there that serves the greater good in changing the zoning for this area at all? The sheer number of houses proposed will fundamentally change the foothills, traffic, functionality of the road, etc. and not for the betterment of the current residents. What is the purpose of zoning if zones are automatically changed when a developer can buy at one zone (cheap) and develop and sell (not cheap) in another? What makes Santaquin unique and what controls are in place to preserve what we used to refer to as our heritage?

Such a vague, open ended contract to govern a project of this size and impact to me is a stunning letdown. Have we learned nothing?

**Name:** Kendra Orton

**Comment:** Dear Mayor Hunsaker and City Council Members,

I am confused by the proposal to approve a development agreement for the Grey Cliffs Development.

Why not grant another extension instead of approving a non-specific development agreement? There does not seem to be sufficient progress by the developer on the 233 acre agricultural rezone to develop another high-density R-10 PUD. We want to be sure that we are not bound by an agreement which does not fully consider future safety needs and infrastructure, and might not prove beneficial to Santaquin City and its residents.

Thank you for your careful consideration of this matter.

Sincerely,

Kendra Orton

**Name:** Kellie Pratt

**Comment:** Dear Mayor Hunsaker and City Council Members,

I am confused by the proposal to approve a development agreement for the Grey Cliffs Development.

Why not grant another extension instead of approving a non-specific development agreement? There does not seem to be sufficient progress by the developer on the 233 acre agricultural rezone to develop another high-density R-10 PUD. We want to be sure that we are not bound by an agreement which does not fully consider future safety needs and infrastructure, and might not prove beneficial to Santaquin City and its residents.

Thank you for your careful consideration of this matter.

Sincerely,

Gary and Kellie Pratt

**Name:** Paula Strong

**Comment:** Dear Mayor Hunsaker and City Council Members,

I am confused by the proposal to approve a development agreement for the Grey Cliffs Development.

Why not grant another extension instead of approving a non-specific development agreement? There does not seem to be sufficient progress by the developer on the 233 acre agricultural rezone to develop another high-density R-10 PUD. We want to be sure that we are not bound by an agreement which does not fully consider future safety needs and infrastructure, and might not prove beneficial to Santaquin City and its residents.

Keep Santaquin a community that we want to keep calling home. Yes change is a necessary evil, but after living here for 53 years I am seriously thinking about moving. When you make your decisions please consider what type of community you want a transient community or a community that stays and makes Santaquin the best home town in Utah.

Thank you for your careful consideration of this matter.

Sincerely,

Paula Strong

**Name:** Jeffrey Siddoway

**Comment:** Esteemed City Council Members,

Various times over the years we've had Developers take actions that many city residents have opposed. When those concerned residents have brought their complaints to the City, the response is often a simple, "They are allowed to do that according to the Development Agreement that the City Council approved 20 years ago. There isn't anything we can do about it." This is nearly always followed with the sentiment that we need to learn from the mistakes of the past and ensure we approve agreements that will be an asset to the City during its duration.

The recently released memo concerning the Grey Cliffs Development is a blatant illustration that we have not yet learned that lesson. Approving a vague Development Agreement with the hopes that we can amend it later is a terribly irresponsible move.

The memo states that only a "basic development agreement has been prepared... and the negotiations for the terms of the development agreement can be addressed in a future amendment." Unless that basic development agreement has specific limitations to the developer, what motivation will the developer have to agree to any future amendments? This act effectively dissolves any and all leverage the City has towards negotiations.

The deadline is March 20, 2021 to either approve the agreement or extend the deadline. If you have thoroughly read through the agreement being proposed and honestly believe that, as is, it will not cause a significant portion of our residents to complain about what the developer is doing within the next 15 years, then we implore you to simply extend the deadline. Hoping that possible future amendments will fix current problems with the agreement is dangerous. This will inevitably create yet another situation where the residents of this city will be told by City officials that "their hands are tied by the actions of a past City Council," and tells us that you are not properly fulfilling the duties of your office.

Thank you,

Jeffrey Siddoway

**Name:** Patrick Drollinger

**Comment:** Dear Mayor Hunsaker and City Council Members,

I am confused by the proposal to approve a development agreement for the Grey Cliffs Development.

Why not grant another extension instead of approving a non-specific development agreement? What's the rush here? There does not seem to be sufficient progress by the developer on the 233 acre agricultural rezone to develop another high-density R-10 PUD. We want to be sure that we are not bound by an agreement which does not fully consider future safety needs and infrastructure, and might not prove beneficial to Santaquin City and its residents. Thank you for your careful consideration of this matter.

Sincerely,

Patrick Drollinger

**Name:** Pamela Colson

**Comment:** Dear Mayor Hunsaker and City Council Members,

I am confused by the proposal to approve a development agreement for the Grey Cliffs Development.

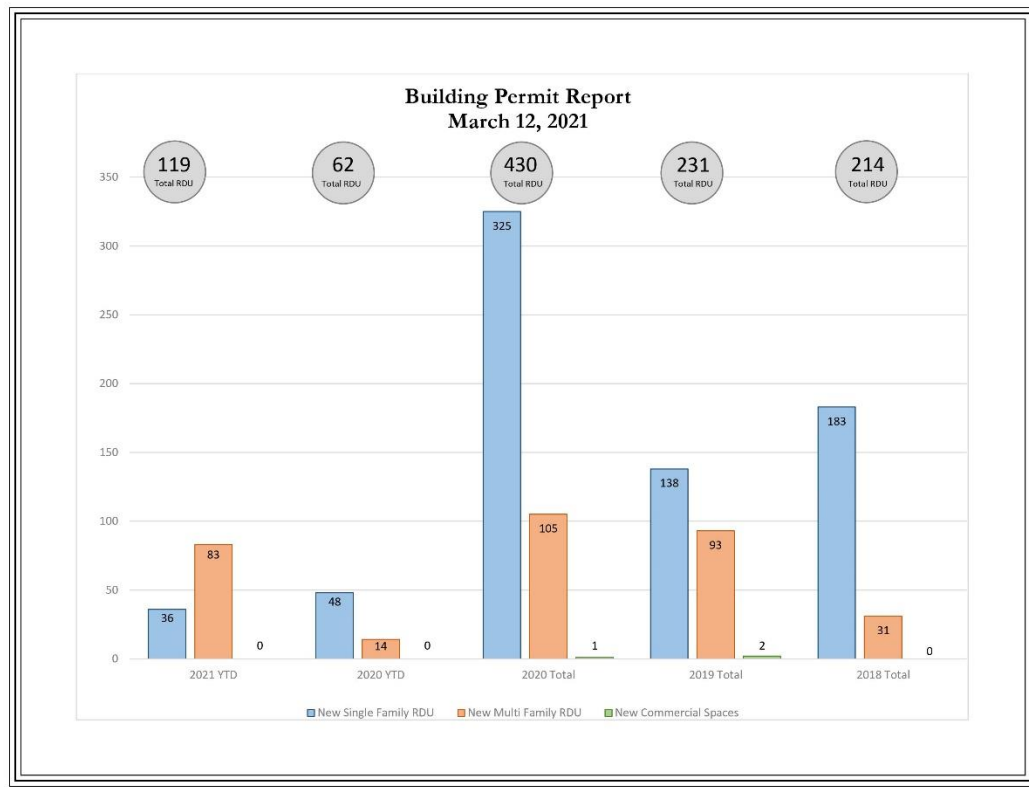
Why not grant another extension instead of approving a non-specific development agreement? There does not seem to be sufficient progress by the developer on the 233 acre agricultural rezone to develop another high-density R-10 PUD. We want to be sure that we are not bound by an agreement which does not fully consider future safety needs and infrastructure, and might not prove beneficial to Santaquin City and its residents.

Thank you for your careful consideration of this matter.

Sincerely, Pamela Colson

## BUILDING PERMIT & BUSINESS LICENSE REPORT

### 11. 03-12-2021 - Building Permit & License Report



#### New Business Licenses

Name	Owner	Address	Description	BL#
Beauty Bar by Jessica, LLC	Jessica Keller	715 N. 350 W.	Home Salon	BL-4281
Summit Garages	Kyle Kinyon	322 W. Royal Land Dr.	Garage flooring, cabinet installs, etc.	BL-4282



## NEW BUSINESS

### Resolutions

#### 12. Resolution 03-09-2021 – Approving the Grey Cliffs Development Agreement

Community Development Director Jason Bond gave some background:

On November 20, 2018, the City Council conditionally approved a rezone for property on the northeast corner of the City. At the time of this action, a proposed development referred to as Summit View Communities was being contemplated by Mr. Steve Larsen. At that time, the Council was encouraged by the conceptual ideas for the development and saw that this development would help address the scar on the land from the old Sumsion mining operation. Based on the vision for the development, the City Council decided to rezone the property to R-10 with a Planned Unit Development (PUD) designation with the condition that a development agreement be prepared, negotiated, and approved. The purpose for this was to give Mr. Larsen the reassurance that he could start making investments into geotechnical work, engineering, planning, etc. without the fear that the time and money spent would be wasted. During the past three years, the geotechnical work has been done, additional plans and ideas have been explored, and additional property has been acquired. The name of the proposed development has also been changed to Grey Cliffs. All of these occurrences have complicated the negotiations and the terms of the development agreement thus causing the need for the deadline of the conditional rezone to be extended twice. The next deadline for a development agreement to be approved is March 20, 2021. Instead of asking the Council to extend the deadline again, a very basic development agreement has been prepared so that Mr. Larsen can secure the zoning. This proposed development agreement only provides the zoning which was offered 2 ½ years ago and it makes them subject to the provisions in the Santaquin City Code.

Some questions and concerns have recently been expressed by the public that this development agreement is vague. We understand this perception but believe the proposed agreement being considered tonight is, in fact, not vague because all requirements for development point to the regulations that are in the Santaquin City Code. Other development agreements that have been viewed as vague, have provided details on some aspects of development, but not on other important development attributes. This aspect is what has created the vagueness. Again, staff feels comfortable with administering this agreement in compliance with the provisions of the Santaquin City code. Legal Counsel Brett Rich came up to the podium to speak and said it appears there's a lot of misunderstanding of what the development process is amongst the public. Developers are usually interested, when they acquire land, to acquire vested rights as given by the development agreement to acquire higher density allotments that are given in code. This base development agreement before the Council today is due to the fact that in negotiations staff and legal counsel felt like the proposals for additional vesting rights by Grey Cliff's were not in the cities best interest therefore bringing this base agreement which doesn't guarantee any vesting beyond base zoning as provided in city code as a framework for future negotiation.

A discussion was had between Council and staff.

Motion made by Council Member Montoya to approve Resolution No. 03-09-2021 to enter into a development agreement with South Valley Holdings, LLC regarding the proposed Grey Cliffs development with the provision that section 2.1.6.2 be clarified.

Seconded by Council Member Montoya.

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

Voting Nay: Council Member Hathaway

**13. Resolution 03-10-2021 – Approving the Highland Drive/Canyon Road Intersection Construction and Reimbursement Agreement**

City Manager Reeves explained that this finishes the process to align the intersection of Highland Drive and Canyon Road which is a major undertaking from negotiations from multiple developers, landowners, and a lot of engineering.

This agreement is to reimburse developers who did engineering beyond their required scope and on their own dime.

Motion made by Council Member Montoya to approve Resolution 03-10-2021 – Approving the Highland Drive/Canyon Road Intersection Construction and Reimbursement Agreement.

Seconded by Council Member Miller.

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

**Discussion & Possible Action**

**14. Harvest View Drive Sewer Installation**

Assistant City Manager Norm Beagley explained that this was infrastructure updates needed to occur to support the new Harvest View Sports Complex. This would award the bid to Mitchell Excavation.

Motion made by Council Member Mecham to approval of a contract award to Mitchell Excavation to construct the new sewer in Harvest View Drive in an amount not to exceed \$47,955.00

Seconded by Council Member Hathaway.

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

**15. Orchard Hill II Preliminary Plan Approval**

Community Development Director Jason Bond presented the preliminary plan approval by the Planning Commission including renderings and conditions and opinions of the Planning Commission.

A discussion was had by the Council and staff.

Motion made by Council Member Montoya to approve the Orchard Hills Townhomes II Subdivision Preliminary Plan with the following condition: All planning, zoning and engineering redlines be addressed and if DRC determines whether parking should be allowed to allow it and if not to red-curb Highland Drive.

Seconded by Council Member Miller.

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

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

### **City Manager Benjamin Reeves**

- Wants the public to know that it was advertised as online only but with the selling of Tischner Ford the Council wanted to move up to a hybrid model until the second meeting in May to honor this landmark business of the community.
- Wanted to clarify a KUTV error in reporting on the Utah County/Juab County line move. What the city is looking to do is to move the line to move 24 units from a development to be in Utah County so that those homes are in the same school districts. Other parts of the county line move is to hopefully invite a lifelong learning center from Utah State University but an obstacle is that it needs to be in a non-Wasatch front county and there would be a portion moved to Juab that would still be a part of the city that would allow the USU to come. This change also opens up CIB funding. This move is to help support agriculture.

### **Assistant City Manager Norm Beagley**

- Lots of projects occurring.

### **Community Development Director Jason Bond**

- Not too much to report on the USU projects but staff is looking forward to their final presentation in April
- Imagine Santaquin Committee is next Thursday for General Plan community input
- Invites public to provide feedback in the next Planning Commission for the new trails and transportation master plans

## **REPORTS BY MAYOR AND COUNCIL MEMBERS**

### **Mayor Hunsaker**

- Basketball court is moving forward and prep and pouring will take place in April/May and project completed in time for Orchard Days
- Movement on the Main Street intersection from UDOT which appears to be a pedestrian protection mechanism, a pedestrian island, designed for safety

### **Council Member Miller**

- Gave a report from Community Services
- Next Community Services Board is March 18<sup>th</sup> which will be a tour of parks
- RAP Tax committee meets on March 24<sup>th</sup>
- Wanted to ask staff for signs on the dog park on picking up dog excrement

### **Council Member Montoya**

- Talked about the Utah/Juab county line move when she first got into office and is excited to see it move forward
- Youth City Council is having a presentation by Fire Chief Lind and is excited
- Excited to continue to get input from the community in the Imagine Santaquin committee

### **Council Member Mecham**

- Wanted to echo Council Hathaway's statements

### **Council Member Hathaway**

- To the citizens of Santaquin. It's easy to get on Social Media and make comments but he would like to see the residents give an effort to understand and educate themselves. Staff does a lot and puts in a lot of hours.
- Thanks Mayor for letting the Council come back to in-person

**Council Member Bowman**

- Nothing to report.

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

Council entered an executive session to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property.

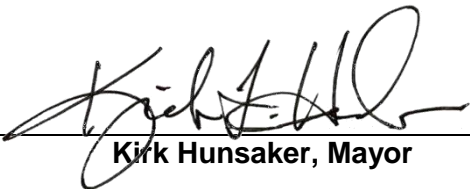
**ADJOURNMENT**

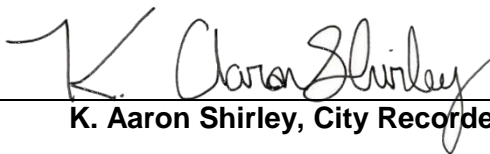
Motion made by Council Member Miller to adjourn at 9:07 PM

Seconded by Council Member Mecham.

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

**ATTEST:**

  
\_\_\_\_\_  
Kirk Hunsaker, Mayor

  
\_\_\_\_\_  
K. Aaron Shirley, City Recorder

**SANTAQUIN CITY CORPORATION**  
**Invoice Register - 3/13/2021 to 4/2/2021 - All Invoices**

4/2/2021

<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>
290532-3	ACE RENTS INC.	83061	3/16/2021	3/16/2021	\$310.00			
					310.00	1070300	PARKS GROUNDS MAINTENA	STUMP GRINDER RENTAL
PC-02-23-2021	ADCOCK, ARTHUR LEE	83182	3/30/2021	3/30/2021	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 02-23-2021
PC-03-23-2021	ADCOCK, ARTHUR LEE	83182	3/30/2021	3/30/2021	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 03-23-2021
<b>Vendor Total:</b>					<b>\$50.00</b>			
1544-386422	ADVANCE AUTO PARTS	83065	3/18/2021	3/18/2021	\$122.23			
					122.23	1060250	EQUIPMENT MAINTENANCE	AIR FILTERS/OIL FILTERS
1544-386442	ADVANCE AUTO PARTS	83065	3/18/2021	3/18/2021	(\$10.14)			
					-10.14	1060250	EQUIPMENT MAINTENANCE	AIR FILTER
1544-386518	ADVANCE AUTO PARTS	83065	3/18/2021	3/18/2021	\$584.32			
					584.32	1060250	EQUIPMENT MAINTENANCE	AIR FILTERS/LUBE/COOLANT
1544-386548	ADVANCE AUTO PARTS	83065	3/18/2021	3/18/2021	\$83.45			
					83.45	1060250	EQUIPMENT MAINTENANCE	AIR FILTERS
1544-386731	ADVANCE AUTO PARTS	83065	3/18/2021	3/18/2021	\$11.44			
					11.44	7657250	FIRE - EQUIPMENT MAINTEN	FIRE BRUSH 141 - LUBE
1544-386732	ADVANCE AUTO PARTS	83065	3/16/2021	3/16/2021	\$111.11			
					111.11	7657250	FIRE - EQUIPMENT MAINTEN	AIR FILTER - FIRE TRUCK 141
1544-387295	ADVANCE AUTO PARTS	83111	3/17/2021	3/17/2021	\$43.06			
					43.06	1060250	EQUIPMENT MAINTENANCE	FUEL
1544-387295	ADVANCE AUTO PARTS	83144	3/29/2021	3/17/2021	\$43.06			
					43.06	1060250	EQUIPMENT MAINTENANCE	FUEL
1544-387299	ADVANCE AUTO PARTS	83111	3/17/2021	3/17/2021	\$21.08			
					21.08	1060250	EQUIPMENT MAINTENANCE	FUEL
1544-387299	ADVANCE AUTO PARTS	83144	3/29/2021	3/17/2021	\$21.08			
					21.08	1060250	EQUIPMENT MAINTENANCE	FUEL
1544-387311	ADVANCE AUTO PARTS	83111	3/17/2021	3/17/2021	\$23.48			
					23.48	1060250	EQUIPMENT MAINTENANCE	LUBE
1544-387311	ADVANCE AUTO PARTS	83144	3/29/2021	3/17/2021	\$23.48			
					23.48	1060250	EQUIPMENT MAINTENANCE	LUBE
1544-387315	ADVANCE AUTO PARTS	83111	3/17/2021	3/17/2021	\$105.59			
					105.59	1060250	EQUIPMENT MAINTENANCE	AIR FILTER/OHL FHTER - HD/HYDRAULIC/FUEL
1544-387315	ADVANCE AUTO PARTS	83144	3/29/2021	3/17/2021	\$105.59			
					105.59	1060250	EQUIPMENT MAINTENANCE	AIR FILTER/OHL FHTER - HD/HYDRAULIC/FUEL
1544-RSVD SRC	ADVANCE AUTO PARTS	83065	3/18/2021	3/18/2021	\$83.27			
					83.27	1060250	EQUIPMENT MAINTENANCE	INTERCHNGE FOR 7744XD
<b>Vendor Total:</b>					<b>\$1,372.10</b>			
7021096578	APPLIED INDUSTRIAL TECHNOLOGI	83140	3/23/2021	3/23/2021	\$235.56			
					235.56	1060240	SUPPLIES	Air filters for 10 wheeler
032021	AUTHORIZE.NET	9999	3/18/2021	3/18/2021	\$50.00			
					50.00	6740650	CREDIT CARD FEES	Gateway fee for REC1 Credit Card Transactions - March 2021

**SANTAQUIN CITY CORPORATION**  
**Invoice Register - 3/13/2021 to 4/2/2021 - All Invoices**

4/2/2021

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30624	BARBER METALS	83062	3/16/2021	3/16/2021	\$75.00 75.00	1060250	EQUIPMENT MAINTENANCE	METAL PLATE/FLAT BAR
30714	BARBER METALS	83145	3/29/2021	3/23/2021	\$249.59 249.59	1060240	SUPPLIES	METAL FOR DOG CLEANING STATION
<b>Vendor Total:</b>					<b>\$324.59</b>			
REIMBURSE-03	BERNARDS, SCOTT	83063	3/16/2021	3/16/2021	\$50.00 50.00	7657235	EMS - EDUCATION, TRAINING	AEMT CERTIFICATIONS - SCOTT BERNARD
UT202100424	BLUE STAKES	83064	3/18/2021	3/18/2021	\$275.28 275.28	5140210	BOOKS, SUBSCRIPTIONS & M	BILLABLE EMAIL NOTIFICATIONS
51670B	BLUELINE BACKGROUND SCREEN	83110	3/22/2021	3/22/2021	\$675.00 675.00	1043310	PROFESSIONAL & TECHNICA	DRUG TESTING
BABY - 032421	BOND, JASON & MCKELL	83146	3/29/2021	3/24/2021	\$50.00 50.00	1022375	EMPLOYEE SIGNIFICANT EVE	Birth of Baby
1641669	BONNEVILLE INDUSTRIAL SUPPLY C	83112	3/17/2021	3/17/2021	\$17.48 17.48	5140240	SUPPLIES	Tool for Crimping Pex pipe
1641669	BONNEVILLE INDUSTRIAL SUPPLY C	83147	3/29/2021	3/17/2021	\$17.48 17.48	5140240	SUPPLIES	Tool for Crimping Pex pipe
<b>Vendor Total:</b>					<b>\$34.96</b>			
Refund: 5003361	BRINKERNOFF, TYLER M & KATHERI	83148	3/29/2021	3/29/2021	\$106.45 106.45	5113110	ACCOUNTS RECEIVABLE	Refund: 5003361 - BRINKERNOFF, TYLER M & KATHERINE
75059	BUFFO'S TERMITE & PEST CONTROL	83113	3/15/2021	3/15/2021	\$170.00 170.00	1070300	PARKS GROUNDS MAINTENA	PEST CONTROL
031721	CENTRACOM INTERACTIVE	83066	3/17/2021	3/17/2021	\$3,248.14 3,248.14	1051280	TELEPHONE	FEBRUARY
21B0192	CHEMTECH-FORD, INC	83067	3/16/2021	3/16/2021	\$21.00 21.00	5140310	PROFESSIONAL & TECHNICA	WATER
21B0582	CHEMTECH-FORD, INC	83067	3/16/2021	3/16/2021	\$80.00 80.00	5240310	PROFESSIONAL & TECHNICA	WRF
21B0583	CHEMTECH-FORD, INC	83067	3/16/2021	3/16/2021	\$480.00 480.00	5140310	PROFESSIONAL & TECHNICA	WATER
21B0585	CHEMTECH-FORD, INC	83067	3/16/2021	3/16/2021	\$42.00 42.00	5140310	PROFESSIONAL & TECHNICA	WATER
21B1236	CHEMTECH-FORD, INC	83067	3/18/2021	3/18/2021	\$123.00 123.00	5240510	WRF - CHEMICAL SUPPLIES	WRF
21C0162	CHEMTECH-FORD, INC	83067	3/16/2021	3/16/2021	\$80.00 80.00	5240310	PROFESSIONAL & TECHNICA	WRF
21C0163	CHEMTECH-FORD, INC	83067	3/18/2021	3/18/2021	\$40.00 40.00	5140310	PROFESSIONAL & TECHNICA	WATER
21C0164	CHEMTECH-FORD, INC	83067	3/18/2021	3/18/2021	\$100.00 100.00	5140310	PROFESSIONAL & TECHNICA	WATER
21C0556	CHEMTECH-FORD, INC	83114	3/18/2021	3/18/2021	\$80.00 80.00	5240510	WRF - CHEMICAL SUPPLIES	WRF

**SANTAQUIN CITY CORPORATION**  
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4/2/2021

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21C0558	CHEMTECH-FORD, INC	83067	3/16/2021	3/16/2021	\$100.00 100.00	5140310	PROFESSIONAL & TECHNICA	WATER
21C0933	CHEMTECH-FORD, INC	83114	3/18/2021	3/18/2021	\$120.00 120.00	5140310	PROFESSIONAL & TECHNICA	WATER - COLIERT AP
	<b>Vendor Total:</b>				<b>\$1,266.00</b>			
PR031321-7171	CHILD SUPPORT SERVICES/ORS	83041	3/19/2021	3/19/2021	\$140.31 140.31	1022420	GARNISHMENTS	Garnishment - Child Support
PR032721-7171	CHILD SUPPORT SERVICES/ORS	83190	4/2/2021	4/2/2021	\$140.31 140.31	1022420	GARNISHMENTS	Garnishment - Child Support
	<b>Vendor Total:</b>				<b>\$280.62</b>			
0391531	CHRISTENSEN OIL	83068	3/18/2021	3/18/2021	\$1,166.40 1,166.40	1060240	SUPPLIES	CASTROL OIL - 80 GALLONS
4066	CITIZENSERVE (ONLINE SOLUTIONS,	83069	3/16/2021	3/16/2021	\$14,400.00 14,400.00	4340505	BUILDING INSPECTION TRAC	ANNUAL BILLING FOR 8 USER SUBSCRIPTIONS
032321	COOMBS, JEREMY	83115	3/23/2021	3/23/2021	\$55.00 55.00	6140610	SOCCER EXPENSE	Approved Refund Check to Person Moving
73121	CORRIENTE SADDLE CO	83149	3/29/2021	3/26/2021	\$7,545.00 7,545.00	6240260	RODEO EXPENSE	RODEO SADDLES
17-227	DAHLQUIST, DAVID	83070	3/17/2021	3/17/2021	\$442.00 442.00	1042310	PROFESSIONAL & TECHNICA	JUDGE FEE
17-231	DAHLQUIST, DAVID	83150	3/29/2021	3/26/2021	\$527.00 527.00	1042310	PROFESSIONAL & TECHNICA	Judge Fee
	<b>Vendor Total:</b>				<b>\$969.00</b>			
7214	DAILY HERALD, THE	83116	3/16/2021	3/16/2021	\$78.54 78.54	1078220	NOTICE, ORDINANCES & PUB	PUBLIC NOTICE - PLANNING COMMISSION
6918095	DEMCO, INC	83071	3/16/2021	3/16/2021	\$1,177.12 937.12 240.00	7240230 7240240	EDUCATION, TRAINING & TRA SUPPLIES	LABEL PROTECTORS BOOKMARKS
Refund: 1090160	DR HORTON	83157	3/29/2021	3/29/2021	\$38.68 38.68	5113110	ACCOUNTS RECEIVABLE	Refund: 1090160 - DR HORTON
Refund: 1094160	DR HORTON	83156	3/29/2021	3/29/2021	\$41.27 41.27	5113110	ACCOUNTS RECEIVABLE	Refund: 1094160 - DR HORTON
Refund: 1102160	DR HORTON	83154	3/29/2021	3/29/2021	\$64.47 64.47	5113110	ACCOUNTS RECEIVABLE	Refund: 1102160 - DR HORTON
Refund: 1106160	DR HORTON	83152	3/29/2021	3/29/2021	\$72.22 72.22	5113110	ACCOUNTS RECEIVABLE	Refund: 1106160 - DR HORTON
Refund: 1114160	DR HORTON	83153	3/29/2021	3/29/2021	\$72.22 72.22	5113110	ACCOUNTS RECEIVABLE	Refund: 1114160 - DR HORTON
Refund: 1122160	DR HORTON	83151	3/29/2021	3/29/2021	\$77.37 77.37	5113110	ACCOUNTS RECEIVABLE	Refund: 1122160 - DR HORTON
Refund: 1508980	DR HORTON	83158	3/29/2021	3/29/2021	\$34.86 34.86	5113110	ACCOUNTS RECEIVABLE	Refund: 1508980 - DR HORTON
Refund: 1618910	DR HORTON	83159	3/29/2021	3/29/2021	\$18.45 18.45	5113110	ACCOUNTS RECEIVABLE	Refund: 1618910 - DR HORTON

**SANTAQUIN CITY CORPORATION**  
**Invoice Register - 3/13/2021 to 4/2/2021 - All Invoices**

4/2/2021

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Refund: 1618950	DR HORTON	83155	3/29/2021	3/29/2021	\$57.43			
					57.43	5113110	ACCOUNTS RECEIVABLE	Refund: 1618950 - DR HORTON
PR031321-383	EFTPS	9999	3/19/2021	3/19/2021	\$32,643.45			
					18,018.98	1022210	FICA PAYABLE	Social Security Tax
					4,214.12	1022210	FICA PAYABLE	Medicare Tax
					10,410.35	1022220	FEDERAL WITHHOLDING PAY	Federal Income Tax
PR032721-383	EFTPS		4/2/2021	4/2/2021	\$36,738.28			
					20,943.58	1022210	FICA PAYABLE	Social Security Tax
					4,898.24	1022210	FICA PAYABLE	Medicare Tax
					10,896.46	1022220	FEDERAL WITHHOLDING PAY	Federal Income Tax
	<b>Vendor Total:</b>				<b>\$69,381.73</b>			
25217	EKR	83117	3/18/2021	3/18/2021	\$225.00			
					225.00	6340610	OTHER SERVICES	Create Travel Poster Postcard
SP107315	ERIKS NORTH AMERICA, INC	83072	3/18/2021	3/18/2021	\$168.63			
					168.63	5240520	WRF - SUPPLIES	GARDEN HOSE THREAD
BABY - 032421	EVA, SHAD & KAMBIE	83160	3/29/2021	3/24/2021	\$50.00			
					50.00	1022375	EMPLOYEE SIGNIFICANT EVE	Birth of Baby
13593216	EWING IRRIGATION PRODUCTS INC	83073	3/16/2021	3/16/2021	\$2,782.80			
					2,782.80	1070300	PARKS GROUNDS MAINTENA	BALLFIELD SURFACE - RED 50LB
XC03182021-154	FLETCHER, LAURA	83108	3/18/2021	3/18/2021	\$1,000.00			
					1,000.00	1022430	COURT FINES AND FORFEITU	BAIL REFUND
21-074	FORENSIC NURSING SERVICES, INC	83074	3/16/2021	3/16/2021	\$390.00			
					390.00	1054311	PROFESSIONAL & TECHNICA	CASE NO. 21S00662/21SQ00656/21SQ00647
21-087	FORENSIC NURSING SERVICES, INC	83161	3/29/2021	3/23/2021	\$210.00			
					210.00	1054311	PROFESSIONAL & TECHNICA	blood draw
	<b>Vendor Total:</b>				<b>\$600.00</b>			
5136	GREENHALGH CONSTRUCTION	83075	3/18/2021	3/18/2021	\$1,540.00			
					1,540.00	4140704	NEW CITY HALL	HAUL OFF HOUSES ON CENTER STREET
5137	GREENHALGH CONSTRUCTION	83075	3/18/2021	3/18/2021	\$552.00			
					552.00	1060240	SUPPLIES	HAULING ROAD SALT FROM REDMOND
	<b>Vendor Total:</b>				<b>\$2,092.00</b>			
PC-03-23-2021	GUNNELL, BRADLEY DON	83183	3/30/2021	3/30/2021	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 03-23-2021
Refund: 211104	GUZMAN, JACOBO *	83162	3/29/2021	3/29/2021	\$112.96			
					112.96	5113110	ACCOUNTS RECEIVABLE	Refund: 211104 - GUZMAN, JACOBO *
Feb2021	HEALTH EQUITY INC,	9999	3/15/2021	3/15/2021	\$5,502.75			
					529.65	1022503	HSA	HSA Contribution for February 2021 - Norm Beagley
					529.65	1022503	HSA	HSA Contribution for February 2021 - Jason Bond



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					62.00	1022503	HSA	HSA Employee Contribution for February 2021 - Jason Bond
					529.65	1022503	HSA	HSA Employer Contribution for February 2021 - Ryan Harris
					366.45	1022503	HSA	HSA Employer Contribution for February 2021 - Jon Hepworth
					50.00	1022503	HSA	HSA Employee Contribution for February 2021 - Jon Hepworth
					393.45	1022503	HSA	HSA Employer Contribution for February 2021 - Gregg Hiatt
					200.00	1022503	HSA	HSA Employee Contribution for February 2021 - Gregg Hiatt
					366.45	1022503	HSA	HSA Employer Contribution for February 2021 - Eric Holt
					272.20	1022503	HSA	HSA Employer Contribution for February 2021 - Rod Hurst
					250.00	1022503	HSA	HSA Employee Contribution for February 2021 - Rod Hurst
					529.65	1022503	HSA	HSA Employer Contribution for February 2021 - Jon Lundell
					393.45	1022503	HSA	HSA Employer Contribution for February 2021 - Kayson Shepherd
					366.45	1022503	HSA	HSA Employer Contribution for February 2021 - Aaron Shirley
					250.00	1022503	HSA	HSA Employee Contribution for February 2021 - Aaron Shirley
					366.45	1022503	HSA	HSA Employer Contribution for February 2021 - Braden Williams
					47.25	1043310	PROFESSIONAL & TECHNICA	HSA/FSA Admin Fees - February 2021
FebFSA2021	HEALTH EQUITY INC,	9999	3/15/2021	3/15/2021	\$68.88			
					3.20	1022502	FSA	Replenish for HCRA - hotxfu7
					65.68	1022502	FSA	Replenish for HCRA - pc6jz0h
	<b>Vendor Total:</b>				<b>\$5,571.63</b>			
90472699	HENRY SCHEIN	83076	3/16/2021	3/16/2021	\$1,938.73			
					1,938.73	7657242	EMS - SUPPLIES	MEDICAL SUPPLIES
REIMBURSE-03	HILL, LEAH	83077	3/16/2021	3/16/2021	\$40.00			
					40.00	6840800	AEROBICS	1ST PLACE PRIZE FITNESS CHALLENGE
PC-02-23-2021	HOFFMAN, DREW	83184	3/30/2021	3/30/2021	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 02-23-2021
PC-03-23-2021	HOFFMAN, DREW	83184	3/30/2021	3/30/2021	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 03-23-2021
	<b>Vendor Total:</b>				<b>\$50.00</b>			
0551988153	HONEY BUCKET	83078	3/16/2021	3/16/2021	\$80.00			
					80.00	1077300	CEMETERY GROUNDS MAINT	R0094124

**SANTAQUIN CITY CORPORATION**  
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4/2/2021

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0551988154	HONEY BUCKET	83078	3/16/2021	3/16/2021	\$80.00			
					80.00	1070300	PARKS GROUNDS MAINTENA	R0021364
	<b>Vendor Total:</b>				<b>\$160.00</b>			
17-229	HOOSER, BILL	83122	3/18/2021	3/18/2021	\$18.50			
					18.50	1042310	PROFESSIONAL & TECHNICA	Witness Fee - Bill Hooser
8105494-01	INDUSTRIAL SUPPLY	83124	3/22/2021	3/22/2021	\$165.12			
					165.12	5240520	WRF - SUPPLIES	Gloves
51774044	INGRAM BOOK GROUP	83079	3/16/2021	3/16/2021	\$45.26			
					45.26	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
51777886	INGRAM BOOK GROUP	83079	3/16/2021	3/16/2021	\$10.19			
					10.19	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
51777887	INGRAM BOOK GROUP	83079	3/16/2021	3/16/2021	\$476.94			
					476.94	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
51987059	INGRAM BOOK GROUP	83125	3/18/2021	3/18/2021	\$36.17			
					36.17	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
	<b>Vendor Total:</b>				<b>\$568.56</b>			
1014911845	INTERMOUNTAIN FARMERS, INC.	83080	3/18/2021	3/18/2021	\$392.35			
					392.35	1070300	PARKS GROUNDS MAINTENA	SURE POWER 2.5GAL/GLY-STAR PLUS ALBAUGH 2.5GAL
30168	INTERMOUNTAIN FARMERS, INC.	83194	3/18/2021	3/18/2021	\$1,599.90			
					799.95	1070300	PARKS GROUNDS MAINTENA	Sterilant for parks and Cemetery
					799.95	1077300	CEMETERY GROUNDS MAINT	Sterilant for parks and Cemetery
	<b>Vendor Total:</b>				<b>\$1,992.25</b>			
XC03152021-154	JEREMY CHAPMAN	83037	3/15/2021	3/15/2021	\$525.00			
					525.00	1032220	PLANNING & ZONING FEES	ANNEXATION FEES - REIMBURSEMENT
AFI0118088	JONES PAINT & GLASS	83127	3/19/2021	3/19/2021	\$2,556.80			
					2,556.80	6740640	UTAH COUNTY GRANT	windows for snack shack
PPI0204905	JONES PAINT & GLASS	83081	3/16/2021	3/16/2021	\$16.89			
					16.89	5140240	SUPPLIES	36" ALUMINUM SPRAY SHIELD
	<b>Vendor Total:</b>				<b>\$2,573.69</b>			
KM01656	KBARSAM BUCKLES & MORE	83163	3/29/2021	3/25/2021	\$930.00			
					930.00	6240207	RODEO QUEEN CONTEST	RODEO QUEEN BUCKLE
KM01657a	KBARSAM BUCKLES & MORE	83163	3/29/2021	3/25/2021	\$1,305.00			
					1,305.00	6240260	RODEO EXPENSE	REGULAR RODEO BUCKLES
KM01658b	KBARSAM BUCKLES & MORE	83163	3/29/2021	3/25/2021	\$3,335.00			
					3,335.00	6240206	BUCK-A-ROO	BUCK-A-ROO RODEO BUCKLES
	<b>Vendor Total:</b>				<b>\$5,570.00</b>			
25713	KEITH JUDDS PRO-SERVICE, INC	83082	3/16/2021	3/16/2021	\$77.70			
					77.70	1054250	EQUIPMENT MAINTENANCE	OIL CHANGE - VIN: 46059
17-155	LARA, PEGGIE	83128	3/18/2021	3/18/2021	\$50.00			
					50.00	1042310	PROFESSIONAL & TECHNICA	Court Translator Services
17-156	LARA, PEGGIE	83164	3/29/2021	3/25/2021	\$25.00			
					25.00	1042310	PROFESSIONAL & TECHNICA	INTERPRETER @ 25/HOUR

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<b>Vendor Total:</b>					<b>\$75.00</b>			
17-226	LERWILL, AUSTIN & TALYR	83083	3/17/2021	3/17/2021	\$18.50			
					18.50	1042310	PROFESSIONAL & TECHNICA	WITNESS FEE
REIMBURSE-03	LERWILL, AUSTIN & TALYR	83083	3/17/2021	3/17/2021	\$159.98			
					159.98	1054240	SUPPLIES	UNIFORM - AUSTIN LERWILL
REIMBURSE-03	LERWILL, AUSTIN & TALYR	83083	3/18/2021	3/18/2021	\$144.77			
					144.77	1054240	SUPPLIES	UNIFORM - AUSTIN LERWILL
<b>Vendor Total:</b>					<b>\$323.25</b>			
EA1005401	LES OLSON COMPANY	83185	3/16/2021	3/16/2021	\$459.76			
					343.10	4340300	COPIER CONTRACT	COPIER CONTRACT
					116.66	4340300	COPIER CONTRACT	SERVICE & SUPPLIES
1516	MHC SIGN AND DESIGN	83165	3/29/2021	3/24/2021	\$1,286.00			
					1,286.00	7657742	EMS - CAPITAL-VEHICLES & E	EMS FLEET LOGOS
S103977909.001	MOUNTAINLAND SUPPLY	83085	3/18/2021	3/18/2021	\$4,267.32			
					4,267.32	5440240	SUPPLIES	METERS & MXU'S
S103998185.001	MOUNTAINLAND SUPPLY	83141	3/23/2021	3/23/2021	\$133.90			
					133.90	5140240	SUPPLIES	Meter reading equipment
S104008307.001	MOUNTAINLAND SUPPLY	83141	3/23/2021	3/23/2021	\$50.81			
					50.81	5440240	SUPPLIES	PI parts
<b>Vendor Total:</b>					<b>\$4,452.03</b>			
PR031321-13093	NEBO LODGE #45	83042	3/19/2021	3/19/2021	\$18.00			
					18.00	1022425	FOP DUES	FOP Dues (Nebo Lodge #45)
PR032721-13093	NEBO LODGE #45	83191	4/2/2021	4/2/2021	\$18.00			
					18.00	1022425	FOP DUES	FOP Dues (Nebo Lodge #45)
<b>Vendor Total:</b>					<b>\$36.00</b>			
7451252	NICHOLAS & COMPANY	83166	3/29/2021	1/15/2021	\$608.24			
					608.24	7540480	FOOD	SENIOR CENTER FOOD
24192	NIELSEN & SENIOR, ATTORNEYS	83167	3/29/2021	3/22/2021	\$22,867.74			
					22,867.74	1042331	LEGAL	Legal - Criminal Prosecution
24193	NIELSEN & SENIOR, ATTORNEYS	83167	3/29/2021	3/22/2021	\$7,808.22			
					7,808.22	1043331	LEGAL	Legal - Civil
<b>Vendor Total:</b>					<b>\$30,675.96</b>			
13801	OUT BACK GRAPHICS, LLC	83086	3/16/2021	3/16/2021	\$45.00			
					11.25	1060240	SUPPLIES	UNIFORMS
					11.25	5140240	SUPPLIES	UNIFORMS
					11.25	5240240	SUPPLIES	UNIFORMS
					11.25	5440240	SUPPLIES	UNIFORMS
13841	OUT BACK GRAPHICS, LLC	83086	3/16/2021	3/16/2021	\$30.00			
					7.50	1060240	SUPPLIES	UNIFORMS
					7.50	5140240	SUPPLIES	UNIFORMS
					7.50	5240240	SUPPLIES	UNIFORMS
					7.50	5440240	SUPPLIES	UNIFORMS
13896	OUT BACK GRAPHICS, LLC	83086	3/16/2021	3/16/2021	\$1,242.50			
					310.63	1060240	SUPPLIES	UNIFORMS
					310.63	5140240	SUPPLIES	UNIFORMS
					310.63	5240240	SUPPLIES	UNIFORMS

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					310.61	5440240	SUPPLIES	UNIFORMS
14155	OUT BACK GRAPHICS, LLC	83086	3/16/2021	3/16/2021	\$308.00			
					308.00	1041610	OTHER SERVICES	YOUTH CITY COUNCIL
14218	OUT BACK GRAPHICS, LLC	83086	3/16/2021	3/16/2021	\$248.00			
					62.00	1060240	SUPPLIES	UNIFORMS
					62.00	5140240	SUPPLIES	UNIFORMS
					62.00	5240240	SUPPLIES	UNIFORMS
					62.00	5440240	SUPPLIES	UNIFORMS
14277	OUT BACK GRAPHICS, LLC	83086	3/16/2021	3/16/2021	\$1,022.00			
					255.50	1060240	SUPPLIES	UNIFORMS
					255.50	5140240	SUPPLIES	UNIFORMS
					255.50	5240240	SUPPLIES	UNIFORMS
					255.50	5440240	SUPPLIES	UNIFORMS
14298	OUT BACK GRAPHICS, LLC	83086	3/16/2021	3/16/2021	\$225.00			
					225.00	1060250	EQUIPMENT MAINTENANCE	3 INCH LETTER - QTY 150
	<b>Vendor Total:</b>				<b>\$3,120.50</b>			
375920	PAYSON AUTO SUPPLY - NAPA	83087	3/18/2021	3/18/2021	\$32.28			
					32.28	1060250	EQUIPMENT MAINTENANCE	BRAKE CLEANING
45784	PAYSON LOCK	83168	3/29/2021	3/1/2021	\$188.00			
					188.00	1051300	BUILDINGS & GROUND MAIN	KEY LOCK REPLACEMENT
35290	PREMIER VEHICLE INSTALLATION, IN	83088	3/17/2021	3/17/2021	\$12,080.00			
					12,080.00	1054320	LIQUOR CONTROL	VEHICLE EQUIPMENT
35373	PREMIER VEHICLE INSTALLATION, IN	83088	3/16/2021	3/16/2021	\$125.00			
					125.00	1054250	EQUIPMENT MAINTENANCE	RADAR CERTIFICATION FOR VEHICLE
	<b>Vendor Total:</b>				<b>\$12,205.00</b>			
BABY - 032421	PUGH, ALICIA	83169	3/29/2021	3/24/2021	\$50.00			
					50.00	1022375	EMPLOYEE SIGNIFICANT EVE	Birth of Baby
75081	QUICKSCORES LLC	83170	3/29/2021	3/28/2021	\$70.00			
					70.00	6140670	ADULT SPORTS	Adult Volleyball Scores & Standings
CM1219278	R & C SUPPLY	83132	3/16/2021	3/16/2021	\$4,860.00			
					1,620.00	1060240	SUPPLIES	Sterilant
					1,620.00	1070300	PARKS GROUNDS MAINTENA	Sterilant
					1,620.00	1077300	CEMETERY GROUNDS MAINT	Sterilant
0864-001558306	REPUBLIC SERVICES LLC	83089	3/17/2021	3/17/2021	\$41.91			
					41.91	1062311	WASTE PICKUP CHARGES	FEBRUARY
3272	ROCK MOUNTAIN TECHNOLOGY	9999	3/25/2021	3/25/2021	\$6,809.98			
					2,850.00	4340100	COMPUTER SUPPORT CONT	SERVICE AGREEMENT
					273.83	4340210	LAPTOP ROTATION EXPENSE	EQUIPMENT ORDER - 1212
					250.00	4340500	SOFTWARE EXPENSE	RACK SPACE
					1,963.80	4340500	SOFTWARE EXPENSE	\$0.18 PER GB OF CLOUD BACKUP
					442.75	4340500	SOFTWARE EXPENSE	MICROSOFT EXCHANGE ONLINE
					1,029.60	4340507	MICROSOFT OFFICE 365 LICE	MICROSOFT OFFICE 365 LICENSES

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Mar 15 , 2021	ROCKY MOUNTAIN POWER	83189	3/29/2021	3/15/2021	\$42.80			
					42.80	1060270	UTILITIES - STREET LIGHTS	115 W 860 N - STRONGBOX
Mar 26 , 2021	ROCKY MOUNTAIN POWER	83189	3/29/2021	3/26/2021	\$11,084.25			
					53.29	1051270	UTILITIES	190 S 400 W - Community Services Bldg
					211.61	1051270	UTILITIES	190 S 400 W - Community Services Bldg Remodel
					863.61	1051270	UTILITIES	275 W Main Street - Public Safety Bldg
					177.47	1051270	UTILITIES	98 S Center Street - Library Bldg
					260.42	1051270	UTILITIES	45 W 100 S - Senior Center/Museum Bldgs
					33.00	1051270	UTILITIES	1390 Summit Ridge Pkwy - Sprinkling System
					3,560.00	1060270	UTILITIES - STREET LIGHTS	STREET LIGHTS
					352.90	1070270	UTILITIES	592 Summit Ridge Pkwy - Harvest View Soccer Fields Site
					68.75	1070270	UTILITIES	592 Summit Ridge Pkwy - Harvest View Soccer Fields Lighting
					15.66	1070270	UTILITIES	1200 S 100 W - Ahlin Pond Park
					311.43	1070270	UTILITIES	250 S 450 W - Fair Grounds Site
					19.39	1070270	UTILITIES	250 S 450 W - Upgrade
					10.78	1070270	UTILITIES	250 S 450 W - Sprinklers/Pedestals
					10.78	1070270	UTILITIES	250 S 450 W - Announcers/Pedestals
					99.84	1070270	UTILITIES	400 E Main Street
					851.08	5140273	UTILITIES	3 Summit Ridge Pkwy - Water Pump
					282.11	5140273	UTILITIES	910 E 70 N - East Culinary Well
					601.92	5140273	UTILITIES	190 E 400 S - Culinary Well
					601.92	5140273	UTILITIES	190 E 400 S - Culinary Well
					228.55	5140273	UTILITIES	1005 S Center Street - Chlorine Plant
					36.60	5440273	UTILITIES	392 N 200 W - Pump Vault
					282.11	5440273	UTILITIES	910 E 70 N - East Culinary Well
					1,236.64	5440273	UTILITIES	6650 W 13800 S - Hayfield Pump
					851.08	5440273	UTILITIES	3 Summit Ridge Pkwy - Water Pump
					63.31	5440273	UTILITIES	21 S Center Street - City Well
RMP-031221A	ROCKY MOUNTAIN POWER	83133	3/15/2021	3/15/2021	\$42.80			
					42.80	1060270	UTILITIES - STREET LIGHTS	115 W 860 N - STRONGBOX
RMP-031621A	ROCKY MOUNTAIN POWER	83090	3/16/2021	3/16/2021	\$9,265.55			
					844.33	1051270	UTILITIES	275 W MAIN ST
					184.01	1051270	UTILITIES	98 S CENTER - LIBRARY
					282.44	1051270	UTILITIES	45 W 100 S
					482.52	1060270	UTILITIES - STREET LIGHTS	STREET LIGHTS
					34.81	1070270	UTILITIES	1390 SUMMIT RIDGER PARKWAY - SPRINKLING SYSTEM

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					10.33	1070270	UTILITIES	313 W 100 S - BOWERY
					19.15	1070270	UTILITIES	313 E 100 S - RESTROOMS
					20.39	1070270	UTILITIES	280 W 750 N - CITY PARK
					14.62	1070270	UTILITIES	310 N ORCHARD LANE - CITY PARK
					28.31	1070270	UTILITIES	49 E MAIN STREET - MAIN AREA LIGHTS
					4.45	1070270	UTILITIES	49 E MAIN STREET - CITY PARK
					19.15	1070270	UTILITIES	398 N CHERRY LANE - CITY PARK
					82.23	1070270	UTILITIES	705 SUNSET TRAILS DRIVE - CITY PARK
					11.47	1070270	UTILITIES	168 E 610 S - CONCESSION STANDS
					4.68	1070270	UTILITIES	300 W 100 S - BALL PARK LIGHTS
					37.92	1070270	UTILITIES	290 W 800 N RESTROOMS
					311.43	1070270	UTILITIES	250 S 400 W FAIR GROUNDS SITE
					14.86	1070270	UTILITIES	250 S 400 W - AREA CONCESSION - UPGRADE
					10.89	1070270	UTILITIES	250 S 400 W ARENA - CONCESSION - SPRINKLERS/RV PEDESTALS
					10.66	1070270	UTILITIES	250 S 400 W ARENA - CONCESSION - ANNOUNCERS/RV PEDESTALS
					55.73	1070270	UTILITIES	190 S 400 W RECREATION BLDG SITE
					199.33	1070270	UTILITIES	190 S 400 W BUILDING RE-MODEL
					352.90	1070270	UTILITIES	592 SUMMIT RIDGE PKY - SOCCER FIELDS
					68.73	1070270	UTILITIES	592 SUMMIT RIDGE PKY - SOCCER FIELDS LIGHTING
					241.88	5140273	UTILITIES	1005 S CENTER - CHLORINE PLANT
					16.10	5140273	UTILITIES	1200 S 100 W - GENERAL SERVICE - POND/PUMP
					1,604.12	5140273	UTILITIES	3 SUMMIT RIDGE PARKWAY - PUMP
					961.70	5140273	UTILITIES	190 E 400 S CULINARY WELL
					312.75	5140273	UTILITIES	910 E 70 N EASTSIDE WELL
					961.70	5440273	UTILITIES	190 E 400 S CULINARY WELL
					1,604.12	5440273	UTILITIES	3 SUMMIT RIDGE PARKWAY - PUMP
					312.75	5440273	UTILITIES	910 E 70 N EASTSIDE WELL
					81.61	5440273	UTILITIES	392 N 200 W - PUMP VAULT
					63.48	5440273	UTILITIES	21 S CENTER - CITY OWNED WELL

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RMP-031621B	ROCKY MOUNTAIN POWER	83090	3/16/2021	3/16/2021	\$27.82			
					27.82	1060270	UTILITIES - STREET LIGHTS	509 FIRESTONE DR. STRONG BOX
RMP-031621C	ROCKY MOUNTAIN POWER	83090	3/16/2021	3/16/2021	\$19.56			
					19.56	1070270	UTILITIES	1026 E MAIN STREET
RMP-031621D	ROCKY MOUNTAIN POWER	83090	3/16/2021	3/16/2021	\$115.66			
					34.48	1060270	UTILITIES - STREET LIGHTS	1005 S RED BARN
					54.49	1060270	UTILITIES - STREET LIGHTS	415 TRAVERTINE WAY
					19.22	1060270	UTILITIES - STREET LIGHTS	154 E 950 S
					7.47	1060270	UTILITIES - STREET LIGHTS	80 E 770 N
RMP-031621E	ROCKY MOUNTAIN POWER	83090	3/16/2021	3/16/2021	\$1,038.91			
					519.45	5140273	UTILITIES	1100 S CANYON ROAD
					519.46	5440273	UTILITIES	1100 S CANYON ROAD
RMP-031821A	ROCKY MOUNTAIN POWER	83090	3/18/2021	3/18/2021	\$12,281.15			
					176.92	1051270	UTILITIES	1213 N CENTER ST - PUBLIC WORKS BLDG SITE
					410.91	1051270	UTILITIES	1213 N CENTER ST - PUBLIC WORKS BLDG
					14.49	1070270	UTILITIES	1000 N CENTER PARK
					11,266.35	5240500	WRF - UTILITIES	1215 N CENTER
					412.48	5440273	UTILITIES	412.48
	<b>Vendor Total:</b>				<b>\$33,918.50</b>			
Refund: 1512011	ROUSE, KELLIE *	83172	3/24/2021	3/24/2021	\$30.08			
					30.08	5113110	ACCOUNTS RECEIVABLE	Refund: 1512011 - ROUSE, KELLIE *
032421	SAM'S CLUB	83186	3/29/2021	3/8/2021	\$1,268.77			
					47.64	1043240	SUPPLIES	DRINKS/CANDY SUPPLIES
					164.72	1051240	SUPPLIES	CLEANING SUPPLIES
					175.28	7540480	FOOD	SENIOR FOOD
					365.79	7540480	FOOD	SENIOR FOOD
					266.00	7540480	FOOD	SENIOR FOOD
					249.34	7540480	FOOD	SENIOR FOOD
031021	SANTAQUIN CITY UTILITIES	83142	3/29/2021	3/29/2021	\$160.00			
					160.00	5221600	SEWER FUND DONATIONS	MARCH - UTILITY ASSISTANCE
PR031321-266	SANTAQUIN CITY UTILITIES	83043	3/19/2021	3/19/2021	\$721.00			
					665.00	1022350	UTILITIES PAYABLE	Utilities
					56.00	1022350	UTILITIES PAYABLE	Cemetery
PR032721-266	SANTAQUIN CITY UTILITIES	83192	4/2/2021	4/2/2021	\$721.00			
					665.00	1022350	UTILITIES PAYABLE	Utilities
					56.00	1022350	UTILITIES PAYABLE	Cemetery
	<b>Vendor Total:</b>				<b>\$1,602.00</b>			
000124/1	SANTAQUIN MARKET ACE		3/29/2021	1/4/2021	\$26.17			
					26.17	1070300	PARKS GROUNDS MAINTENA	ELECTRIC TAPE 3/4 " BLK5PK DUCT TAPE 1.88X55YD ECON
000134/1	SANTAQUIN MARKET ACE		3/29/2021	2/1/2021	\$67.97			
					67.97	1077250	EQUIPMENT MAINTENANCE	CHAIN FILE/OIL/FILE GUIDE
000135/1	SANTAQUIN MARKET ACE		3/29/2021	2/3/2021	\$91.98			
					91.98	1077250	EQUIPMENT MAINTENANCE	20 " STIHL ROLLOMATICGUIDE BA

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000138/1	SANTAQUIN MARKET ACE		3/29/2021	2/5/2021	\$7.37 7.37	1051300	BUILDINGS & GROUND MAIN	CLAMP PLSTC BLK 1/4 " CD18
000140/1	SANTAQUIN MARKET ACE		3/29/2021	2/11/2021	\$6.87 6.87	1051300	BUILDINGS & GROUND MAIN	CLAMP PLSTC WHT 1/4 " CD18
000141/1	SANTAQUIN MARKET ACE		3/29/2021	2/19/2021	\$15.98 15.98	5240240	SUPPLIES	SPECIALIST SILICONE
000142/1	SANTAQUIN MARKET ACE		3/29/2021	2/19/2021	\$18.17 18.17	5140240	SUPPLIES	DRY LUBRICANT/LAMP FUSES
000143/1	SANTAQUIN MARKET ACE		3/29/2021	3/2/2021	\$1.05 1.05	1060240	SUPPLIES	FASTENERS
000144/1	SANTAQUIN MARKET ACE		3/29/2021	3/8/2021	\$48.94 48.94	1070300	PARKS GROUNDS MAINTENA	BOARD COMMON 1 " X4 " X8 ' LINZERCHIP BRUSH SET 6PC
000145/1	SANTAQUIN MARKET ACE		3/29/2021	3/10/2021	\$35.99 35.99	1070300	PARKS GROUNDS MAINTENA	EZ SEED SUN & SHADE 10 #
000146/1	SANTAQUIN MARKET ACE		3/29/2021	3/10/2021	\$61.95 61.95	6740640	UTAH COUNTY GRANT	SNACK SHACK - WALL TUBE 1 -1 / 7 " X7 " BR SINK TAILPIECE 1-1 / 2 " BR SINK TRP JBEND 1-1 / 2 " BR WALL TUBE 1-1 / 7 " X7 " BR CO
000147/1	SANTAQUIN MARKET ACE		3/29/2021	3/16/2021	\$28.55 28.55	6740640	UTAH COUNTY GRANT	SNACK SHACK - FASTENERS
000148/1	SANTAQUIN MARKET ACE		3/29/2021	3/16/2021	\$14.00 14.00	6740640	UTAH COUNTY GRANT	FASTENERS
000149/1	SANTAQUIN MARKET ACE		3/29/2021	3/16/2021	\$6.32 6.32	6740640	UTAH COUNTY GRANT	SNACK SHACK - FASTENERS
000150/1	SANTAQUIN MARKET ACE		3/29/2021	3/17/2021	\$49.98 49.98	1070300	PARKS GROUNDS MAINTENA	GAS CAN NOSPILL 2.5 GAL
000151/1	SANTAQUIN MARKET ACE		3/29/2021	3/23/2021	\$15.99 15.99	5140240	SUPPLIES	Tool for PVC
<b>Vendor Total:</b>					<b>\$497.28</b>			
17-230	SHEPHERD, TROOPER SHAUN	83174	3/29/2021	3/25/2021	\$18.50 18.50	1042310	PROFESSIONAL & TECHNICA	Witness Fee
Refund: 6018201	SKYLER D ENNIS & KENZIE N CURTI	83175	3/29/2021	3/29/2021	\$147.72 147.72	5113110	ACCOUNTS RECEIVABLE	Refund: 6018201 - SKYLER D ENNIS & KENZIE N CURTIS
031621	SO UT VALLEY ANIMAL SHELTER	83091	3/16/2021	3/16/2021	\$180.00 30.00 10.00 10.00 30.00 10.00 30.00 30.00	1054350 1054350 1054350 1054350 1054350 1054350 1054350 1054350	UTAH COUNTY ANIMAL SHEL UTAH COUNTY ANIMAL SHEL UTAH COUNTY ANIMAL SHEL UTAH COUNTY ANIMAL SHEL UTAH COUNTY ANIMAL SHEL UTAH COUNTY ANIMAL SHEL UTAH COUNTY ANIMAL SHEL UTAH COUNTY ANIMAL SHEL	S19732 S19780 S19781 S10007 S19748 S19600 S19749



**SANTAQUIN CITY CORPORATION**  
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4/2/2021

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					30.00	1054350	UTAH COUNTY ANIMAL SHEL	S19747
450152	SOUTH UTAH VALLEY ELECTRIC SER	83176	3/29/2021	2/22/2021	\$25,650.87			
					25,650.87	1022530	STREET LIGHTS (NEW DEVEL	20-046 Foothill Village PLATF
450153	SOUTH UTAH VALLEY ELECTRIC SER	83176	3/29/2021	2/22/2021	\$9,884.06			
					9,884.06	1022530	STREET LIGHTS (NEW DEVEL	20-049 The Orchards G1
450154	SOUTH UTAH VALLEY ELECTRIC SER	83176	3/29/2021	2/22/2021	\$7,714.77			
					7,714.77	1022530	STREET LIGHTS (NEW DEVEL	20-080 Apple Hollow A - 11
450155	SOUTH UTAH VALLEY ELECTRIC SER	83176	3/29/2021	2/22/2021	\$12,236.47			
					12,236.47	1022530	STREET LIGHTS (NEW DEVEL	20-081 The Orchards PLAT F - 2
450156	SOUTH UTAH VALLEY ELECTRIC SER	83176	3/29/2021	2/22/2021	\$19,908.03			
					19,908.03	1022530	STREET LIGHTS (NEW DEVEL	20-082 The Orchards PLAT D - 1
450157	SOUTH UTAH VALLEY ELECTRIC SER	83176	3/29/2021	2/22/2021	\$18,364.25			
					18,364.25	1022530	STREET LIGHTS (NEW DEVEL	20-090 The Hills PLATA
450158	SOUTH UTAH VALLEY ELECTRIC SER	83176	3/29/2021	2/22/2021	\$812.67			
					812.67	1022530	STREET LIGHTS (NEW DEVEL	20-102 Damaged Street Light Box 894 N 300 W
450159	SOUTH UTAH VALLEY ELECTRIC SER	83176	3/29/2021	2/22/2021	\$9,393.11			
					9,393.11	1022530	STREET LIGHTS (NEW DEVEL	20-107 MACEY's Street Lights
450160	SOUTH UTAH VALLEY ELECTRIC SER	83176	3/29/2021	2/22/2021	\$2,162.32			
					2,162.32	1022450-008	(WNTY) TOP ACRE SUBDIVISI	20-217 210 W Royal Land Drive REPAIR
450162	SOUTH UTAH VALLEY ELECTRIC SER	83176	3/29/2021	2/22/2021	\$4,166.11			
					4,166.11	1022530	STREET LIGHTS (NEW DEVEL	20-219 The Orchards F3
450163	SOUTH UTAH VALLEY ELECTRIC SER	83176	3/29/2021	2/22/2021	\$5,992.85			
					5,992.85	1022530	STREET LIGHTS (NEW DEVEL	20-220 The Orchards F2
450164	SOUTH UTAH VALLEY ELECTRIC SER	83176	3/29/2021	2/22/2021	\$898.92			
					898.92	1022530	STREET LIGHTS (NEW DEVEL	21-050 Secret Garden 450 N 200 E
450165	SOUTH UTAH VALLEY ELECTRIC SER	83176	3/29/2021	2/22/2021	\$3,634.44			
					3,634.44	1022530	STREET LIGHTS (NEW DEVEL	21-051 Foothill Village
450166	SOUTH UTAH VALLEY ELECTRIC SER	83176	3/29/2021	2/22/2021	\$6,428.24			
					6,428.24	1022530	STREET LIGHTS (NEW DEVEL	21-052 Foothill Village L
450167	SOUTH UTAH VALLEY ELECTRIC SER	83176	3/29/2021	2/22/2021	\$29,076.65			
					29,076.65	4540300	SUMMIT RIDGE PARKWAY EX	19-181 HWY 6 Summit Ridge Parkway - estimate for 2 , installed 4
450168	SOUTH UTAH VALLEY ELECTRIC SER	83176	3/29/2021	2/22/2021	\$4,061.38			
					4,061.38	1022530	STREET LIGHTS (NEW DEVEL	20-223 The Orchards F4
450169	SOUTH UTAH VALLEY ELECTRIC SER	83176	3/29/2021	2/22/2021	\$4,722.88			
					4,722.88	1022530	STREET LIGHTS (NEW DEVEL	20-218 The Orchards PLAT D1
	<b>Vendor Total:</b>				<b>\$165,108.02</b>			
U75724	SPRINKLER SUPPLY	83135	3/15/2021	3/15/2021	\$65.25			
					65.25	1077300	CEMETERY GROUNDS MAINT	1 " X 12 " RAINBIRD SWING JOINT
591903138-190	SPRINT SOLUTIONS, INC	83092	3/16/2021	3/16/2021	\$166.90			
					75.94	1068280	TELEPHONE	JANUARY

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					30.32	5140280	TELEPHONE	JANUARY
					30.32	5240280	TELEPHONE	JANUARY
					30.32	5440210	BOOKS, SUBSCRIPTIONS & M	JANUARY
3469909339	STAPLES	83093	3/16/2021	3/16/2021	\$81.33			
					81.33	1043240	SUPPLIES	ADMIN OFFICE SUPPLIES
3469909340	STAPLES	83093	3/16/2021	3/16/2021	\$4.35			
					4.35	1043240	SUPPLIES	ADMIN OFFICE SUPPLIES
8061632703	STAPLES	83136	3/17/2021	3/17/2021	\$102.69			
					102.69	1043240	SUPPLIES	Admin Office Supplies
8061647563	STAPLES	83136	3/19/2021	3/19/2021	\$8.96			
					8.96	1043240	SUPPLIES	Admin Office Supplies - Hanging Folders Tabs
	<b>Vendor Total:</b>				<b>\$197.33</b>			
210189	STEVENS & GALEY	83094	3/17/2021	3/17/2021	\$18.00			
					18.00	1042331	LEGAL	PUBLIC DEFENDER/PARALEGAL WORK
210190	STEVENS & GALEY	83094	3/17/2021	3/17/2021	\$48.00			
					48.00	1042331	LEGAL	PUBLIC DEFENDER/PARALEGAL WORK
210191	STEVENS & GALEY	83094	3/17/2021	3/17/2021	\$112.00			
					112.00	1042331	LEGAL	PUBLIC DEFENDER/PARALEGAL WORK
	<b>Vendor Total:</b>				<b>\$178.00</b>			
P95103	STOTZ EQUIPMENT CO, LLC - ARIZO	83177	3/29/2021	3/5/2021	\$4,394.43			
					1,464.81	1060240	SUPPLIES	Chainsaw and parts
					1,464.81	1070300	PARKS GROUNDS MAINTENA	Chainsaw and spare parts
					1,464.81	1077300	CEMETERY GROUNDS MAINT	Chainsaw and spare parts
031621	SUMMIT CREEK IRRIGATION C/O TO	83095	3/16/2021	3/16/2021	\$38,880.00			
					38,880.00	5440253	WATER ASSESSMENTS	324 SHARES @ \$120
1515950	THATCHER COMPANY	83178	3/29/2021	3/11/2021	\$1,233.25			
					1,233.25	5240510	WRF - CHEMICAL SUPPLIES	T-chlor
843971380	THOMSON REUTERS - WEST	83096	3/18/2021	3/18/2021	\$214.00			
					214.00	1054311	PROFESSIONAL & TECHNICA	WEST INFORMATION CHARGES
5101	TISCHNER FORD SALES, INC	83097	3/18/2021	3/18/2021	\$76.50			
					76.50	1060250	EQUIPMENT MAINTENANCE	PLUNGER - GEAR/TUBE
16804	UPPER CASE PRINTING	83179	3/18/2021	3/18/2021	\$567.75			
					189.25	5140241	UTILITY BILLING PROCESSIN	RECREATION FLYER & CITY-WIDE NEWSLETTER
					189.25	5240241	UTILITY BILLING PROCESSIN	RECREATION FLYER & CITY-WIDE NEWSLETTER
					189.25	5440241	UTILITY BILLING PROCESSIN	RECREATION FLYER & CITY-WIDE NEWSLETTER
031721	UTAH COUNTY HEALTH DEPT.	83099	3/17/2021	3/17/2021	\$103.00			
					103.00	5240240	SUPPLIES	HEP A/B VACCINES FOR BRADEN WILLIAMS

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PR031321-7076	UTAH COUNTY LODGE #31	83044	3/19/2021	3/19/2021	\$162.00 162.00	1022425	FOP DUES	FOP Dues (Ut County Lodge #31)
PR032721-7076	UTAH COUNTY LODGE #31	83193	4/2/2021	4/2/2021	\$162.00 162.00	1022425	FOP DUES	FOP Dues (Ut County Lodge #31)
<b>Vendor Total:</b>					<b>\$324.00</b>			
031621	UTAH COUNTY MAJOR CRIMES	83100	3/16/2021	3/16/2021	\$2,267.36 2,267.36	1054330	CRIMES TASK FORCE	MAJOR CRIMES TASK FORCE
1589618	UTAH LOCAL GOVERNMENT TRUST	83101	3/16/2021	3/16/2021	\$31,875.60 31,875.60	1043510	INSURANCE AND BONDS	AUTO
1589619	UTAH LOCAL GOVERNMENT TRUST	83101	3/16/2021	3/16/2021	\$4,839.72 4,839.72	1043510	INSURANCE AND BONDS	BONDS
1589620	UTAH LOCAL GOVERNMENT TRUST	83101	3/16/2021	3/16/2021	\$67,117.00 67,117.00	1043510	INSURANCE AND BONDS	LIABILITY
1589621	UTAH LOCAL GOVERNMENT TRUST	83101	3/16/2021	3/16/2021	\$28,684.88 28,684.88	1043510	INSURANCE AND BONDS	PROPERTY
1589622	UTAH LOCAL GOVERNMENT TRUST	83101	3/16/2021	3/16/2021	\$2,592.11 2,592.11	1022250	WORKMENS COMPENSATION	WORKERS COMP
<b>Vendor Total:</b>					<b>\$135,109.31</b>			
98 - 2011A-2 Se	UTAH STATE DIVISION OF FINANCE	03152128	3/15/2021	3/15/2021	\$10,571.00 4,182.43	562540.2	2011A-2 Sewer Revenue Bond r	Principal - 2011A-2 Sewer Revenue
					6,388.57	5640860	DEBT SERVICE - INTEREST	Interest - 2011A-2 Sewer Revenue
032021	UTAH STATE RETIREMENT	83143	3/29/2021	3/29/2021	\$212.46 212.46	1042130	EMPLOYEE BENEFITS	State Retirement for Sharla Williams PP 10/25/2020 to 11/07/2020.
PR031321-382	UTAH STATE RETIREMENT	9999	3/19/2021	3/19/2021	\$28,048.34 6.35 3,539.58 21,518.43 678.87 636.50 686.80 981.81	1022300 1022300 1022300 1022300 1022300 1022300 1022300 1022325	RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT LOAN PAYMEN	Post Retirement (After 7/2010) 401K Retirement 401K - Tier 1 Parity Roth IRA 457 Retirement Loan Payment
PR032721-382	UTAH STATE RETIREMENT		4/2/2021	4/2/2021	\$27,667.80 656.50 821.94 8.33 3,442.86 20,788.77 678.87 1,270.53	1022300 1022300 1022300 1022300 1022300 1022300 1022300 1022325	RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT LOAN PAYMEN	Roth IRA 457 Post Retirement (After 7/2010) 401K Retirement 401K - Tier 1 Parity Retirement Loan Payment
<b>Vendor Total:</b>					<b>\$55,928.60</b>			
PR031321-361	UTAH STATE TAX COMMISSION	9999	3/19/2021	3/19/2021	\$6,057.52 6,057.52	1022230	STATE WITHHOLDING PAYAB	State Income Tax

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PR032721-361	UTAH STATE TAX COMMISSION		4/2/2021	4/2/2021	\$6,586.76			
					6,586.76	1022230	STATE WITHHOLDING PAYAB	State Income Tax
	<b>Vendor Total:</b>				<b>\$12,644.28</b>			
9874012332	VERIZON WIRELESS	83102	3/18/2021	3/18/2021	\$1,394.23			
					550.43	1054280	TELEPHONE	POLICE - FEBRUARY
					680.17	1054340	CENTRAL DISPATCH FEES	CENTRAL DISPATCH
					80.02	1068280	TELEPHONE	ENGINEERING
					41.11	5140240	SUPPLIES	SCADA CHIP
					42.50	7657280	TELEPHONE	EMS
WALMART-FEB2	WALMART BRC - GE CAPITAL RETAIL	83103	3/16/2021	3/16/2021	\$308.66			
					31.73	1054240	SUPPLIES	BINDERS/TAPE/OFFICE SUPPLIES
					24.92	1054240	SUPPLIES	SODA/TREATS
					25.14	7540480	FOOD	SENIOR CENTER FOOD
					121.48	7540480	FOOD	SENIOR CENTER FOOD
					46.99	7540480	FOOD	SENIOR CENTER FOOD
					37.86	7540480	FOOD	SENIOR CENTER FOOD
					20.54	7540480	FOOD	SENIOR CENTER FOOD
50816	WESTPRO, INC - WESTERN PROMOT	83104	3/16/2021	3/16/2021	\$227.50			
					227.50	7657244	UNIFORMS	FIRE UNIFORMS
PC-02-23-2021	WOOD, TREVOR	83187	3/30/2021	3/30/2021	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 02-23-2021
PC-03-23-2021	WOOD, TREVOR	83187	3/30/2021	3/30/2021	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 03-23-2021
	<b>Vendor Total:</b>				<b>\$50.00</b>			
BABY - 032421	WORTHEN, JENNA & CARTER	83180	3/29/2021	3/24/2021	\$50.00			
					50.00	1022375	EMPLOYEE SIGNIFICANT EVE	Birth of Baby
SCH-3421	WPA ARCHITECTURE, PC	83105	3/16/2021	3/16/2021	\$26,197.00			
					26,197.00	4140704-002	NEW CITY HALL - ARCHITECT	ARCHITECTURAL SERVICES - FEBRUARY
135	YETI WIELDING CO.	83106	3/16/2021	3/16/2021	\$600.00			
					600.00	6740640	UTAH COUNTY GRANT	STAINLESS STEEL COUNTER TOPS
031721	ZIONS BANK	83107	3/17/2021	3/17/2021	\$35.00			
					35.00	1043210	BOOKS,SUBSCRIPTIONS,ME	SAFE DEPOSIT BOX RENTAL FEE
CC-FEB2021-BR	ZIONS BANK-SANTAQUIN	CC-FEB-2021	3/16/2021	3/16/2021	\$984.75			
					5.86	1051240	SUPPLIES	PROPANE FOR SENIORS HEATER
					79.10	7240240	SUPPLIES	DRIVERS FOR LIBRARY LIGHTS
					118.65	7240240	SUPPLIES	LIGHTS AND WIRE FOR LIBRARY
					16.96	7240240	SUPPLIES	LIGHTS AND WIRE FOR LIBRARY
					376.41	7240240	SUPPLIES	LIGHTS AND WIRE FOR LIBRARY

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					7.98	7240240	SUPPLIES	SANDING SHEETS FOR LIBRARY
					164.30	7240240	SUPPLIES	LIGHTS FOR LIBRARY
					32.16	7240240	SUPPLIES	WIRE FOR LIBRARY LIGHTS
					183.33	7240240	SUPPLIES	DRIVERS FOR LIBRARY LIGHTS
CC-FEB2021-CH	ZIONS BANK-SANTAQUIN	CC-FEB-2021	3/16/2021	3/16/2021	\$220.00			
					150.00	7657246	EMERGENCY MANAGEMENT	UTAH EMERGENCY MANAGERS CONFERENCE
					70.00	7657246	EMERGENCY MANAGEMENT	PIZZA FOR COVID TESTING STATION
CC-FEB2021-ER	ZIONS BANK-SANTAQUIN	CC-FEB-2021	3/16/2021	3/16/2021	\$1,233.07			
					356.60	6140660	JR. JAZZ	JR. JAZZ BASKETBALL MEDALS
					45.00	6140660	JR. JAZZ	SCHEDULING SOFTWARE
					33.54	6140660	JR. JAZZ	PIZZA FOR BASKETBALL
					797.93	7240240	SUPPLIES	DESK - JEN WAGNER
CC-FEB2021-JA	ZIONS BANK-SANTAQUIN	CC-FEB-2021	3/16/2021	3/16/2021	\$2,799.62			
					710.91	1070300	PARKS GROUNDS MAINTENA	FENCE FOR AHLIN POND
					200.00	5140210	BOOKS, SUBSCRIPTIONS & M	EXAM APPLICATION FOR RAYMOND
					99.99	5140240	SUPPLIES	ROD OVEN FOR SHOP
					67.58	5240240	SUPPLIES	WHITE BOARD FOR OFFICE
					22.98	5240240	SUPPLIES	SPEAKERS FOR COMPUTER
					326.17	5240550	WRF - EQUIPMENT MAINTEN	CHEMICAL TRANSFER PUMP TUBE
					432.00	5240550	WRF - EQUIPMENT MAINTEN	CHEMICAL TRANSFER PUMP
					120.52	5240550	WRF - EQUIPMENT MAINTEN	LUNCH FOR CREW
					629.49	5240550	WRF - EQUIPMENT MAINTEN	SENSORS FOR DRUM SCREENS
					189.98	6340310	PROFESSIONAL & TECHNICA	LED LIGHTS FOR MUSEUM
CC-FEB2021-JO	ZIONS BANK-SANTAQUIN	CC-FEB-2021	3/16/2021	3/16/2021	(\$330.88)			
					29.05	6740230	EDUCATION, TRAINING, & TR	SENIORS PROGRAMS
					27.30	6740230	EDUCATION, TRAINING, & TR	STAFF TRAINING
					6.16	6740230	EDUCATION, TRAINING, & TR	STAFF RECOGNITION
					4.11	6740230	EDUCATION, TRAINING, & TR	STAFF TRAINING
					41.27	6740230	EDUCATION, TRAINING, & TR	STAFF TRAINING
					0.20	6740650	CREDIT CARD FEES	RECREATION CREDIT CARD SOFTWARE
					72.33	6840803	ARTS & CRAFTS	ARTS & CRAFTS CLASS
					-890.16	7540240	SUPPLIES	LIBRARY DESK
					4.08	7540250	EQUIPMENT SUPPLIES & MAI	SENIOR PROGRAMS
					84.62	7540480	FOOD	SENIOR PROGRAMS
					113.84	7540480	FOOD	SENIORS PROGRAMS
					15.63	7540480	FOOD	SENIORS PROGRAMS
					160.69	7540480	FOOD	SENIORS PROGRAMS
CC-FEB2021-JU	ZIONS BANK-SANTAQUIN	CC-FEB-2021	3/16/2021	3/16/2021	\$85.04			
					85.04	7540480	FOOD	PINK COOKIES
CC-FEB2021-NO	ZIONS BANK-SANTAQUIN	CC-FEB-2021	3/16/2021	3/16/2021	\$277.43			
					99.97	1048230	EDUCATION, TRAINING, TRAV	UCEA ANNUAL CONFERENCE HOTEL

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					177.46	1048230	EDUCATION, TRAINING, TRAV	UCEA ANNUAL CONFERENCE HOTEL
CC-FEB2021-RO	ZIONS BANK-SANTAQUIN	CC-FEB-2021	3/16/2021	3/16/2021	\$581.08			
					111.52	1054210	BOOKS, SUBSCRIPT, MEMBE	QUICKEN ANNUAL MEMBERSHIP
					412.00	1054230	EDUCATION, TRAINING & TRA	ADMINISTRATIVE ASSISTANCE COURSE - CHEYENNE
					57.56	1054240	SUPPLIES	EVIDENCE LABELS
CC-FEB2021-SH	ZIONS BANK-SANTAQUIN	CC-FEB-2021	3/23/2021	3/23/2021	\$85.00			
					85.00	1051300	BUILDINGS & GROUND MAIN	ELEVATOR CERTIFICATION OF INSPECTION
CC-FEB2021-SH	ZIONS BANK-SANTAQUIN	CC-FEB-2021	3/16/2021	3/16/2021	\$235.52			
					35.75	6240245	MISCELLENOUS	POCKET HIGHLIGHTERS
					19.10	6240245	MISCELLENOUS	ROLODEX
					25.69	6240245	MISCELLENOUS	LABLE MAKER - TAPE REPLACEMENTS
					80.80	6240245	MISCELLENOUS	WALL CALENDAR/LABEL MAKER/RULERS
					13.94	6240245	MISCELLENOUS	BATTERIES
					19.36	6240245	MISCELLENOUS	CUPS
					6.00	6740260	FUEL	CAR WASH
					34.88	6740260	FUEL	GAS FOR WORK VEHICLE

**Vendor Total:**

**\$6,170.63**

**Total:**

**\$696,074.79**

**GL Account Summary**

48,074.92	1022210	FICA PAYABLE
21,306.81	1022220	FEDERAL WITHHOLDING PAY
12,644.28	1022230	STATE WITHHOLDING PAYAB
2,592.11	1022250	WORKMENS COMPENSATION
53,463.80	1022300	RETIREMENT PAYABLE
2,252.34	1022325	RETIREMENT LOAN PAYMEN
1,442.00	1022350	UTILITIES PAYABLE
200.00	1022375	EMPLOYEE SIGNIFICANT EVE
280.62	1022420	GARNISHMENTS
360.00	1022425	FOP DUES
1,000.00	1022430	COURT FINES AND FORFEITU
2,162.32	1022450-008	(WNTY) TOP ACRE SUBDIVISI
68.88	1022502	FSA
5,455.50	1022503	HSA
133,869.05	1022530	STREET LIGHTS (NEW DEVEL
525.00	1032220	PLANNING & ZONING FEES
308.00	1041610	OTHER SERVICES
212.46	1042130	EMPLOYEE BENEFITS
1,099.50	1042310	PROFESSIONAL & TECHNICA
23,045.74	1042331	LEGAL
35.00	1043210	BOOKS,SUBSCRIPTIONS,ME
244.97	1043240	SUPPLIES
722.25	1043310	PROFESSIONAL & TECHNICA
7,808.22	1043331	LEGAL
132,517.20	1043510	INSURANCE AND BONDS
277.43	1048230	EDUCATION, TRAINING, TRAV
170.58	1051240	SUPPLIES
3,498.01	1051270	UTILITIES

**SANTAQUIN CITY CORPORATION**  
**Invoice Register - 3/13/2021 to 4/2/2021 - All Invoices**

4/2/2021

<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>
					3,248.14	1051280	TELEPHONE	
					287.24	1051300	BUILDINGS & GROUND MAIN	
					111.52	1054210	BOOKS, SUBSCRIPT, MEMBE	
					412.00	1054230	EDUCATION, TRAINING & TRA	
					418.96	1054240	SUPPLIES	
					202.70	1054250	EQUIPMENT MAINTENANCE	
					550.43	1054280	TELEPHONE	
					814.00	1054311	PROFESSIONAL & TECHNICA	
					12,080.00	1054320	LIQUOR CONTROL	
					2,267.36	1054330	CRIMES TASK FORCE	
					680.17	1054340	CENTRAL DISPATCH FEES	
					180.00	1054350	UTAH COUNTY ANIMAL SHEL	
					5,936.29	1060240	SUPPLIES	
					1,658.33	1060250	EQUIPMENT MAINTENANCE	
					4,271.60	1060270	UTILITIES - STREET LIGHTS	
					41.91	1062311	WASTE PICKUP CHARGES	
					155.96	1068280	TELEPHONE	
					2,235.62	1070270	UTILITIES	
					8,491.90	1070300	PARKS GROUNDS MAINTENA	
					159.95	1077250	EQUIPMENT MAINTENANCE	
					4,030.01	1077300	CEMETERY GROUNDS MAINT	
					78.54	1078220	NOTICE, ORDINANCES & PUB	
					175.00	1078310	PROFESSIONAL & TECHNICA	
					<b>504,124.62</b>		<b>Total</b>	
					1,540.00	4140704	NEW CITY HALL	
					26,197.00	4140704-002	NEW CITY HALL - ARCHITECT	
					<b>27,737.00</b>		<b>Total</b>	
					2,850.00	4340100	COMPUTER SUPPORT CONT	
					273.83	4340210	LAPTOP ROTATION EXPENSE	
					459.76	4340300	COPIER CONTRACT	
					2,656.55	4340500	SOFTWARE EXPENSE	
					14,400.00	4340505	BUILDING INSPECTION TRAC	
					1,029.60	4340507	MICROSOFT OFFICE 365 LICE	
					<b>21,669.74</b>		<b>Total</b>	
					29,076.65	4540300	SUMMIT RIDGE PARKWAY EX	
					874.18	5113110	ACCOUNTS RECEIVABLE	
					475.28	5140210	BOOKS, SUBSCRIPTIONS & M	
					1,007.89	5140240	SUPPLIES	
					189.25	5140241	UTILITY BILLING PROCESSIN	
					6,221.58	5140273	UTILITIES	
					30.32	5140280	TELEPHONE	
					903.00	5140310	PROFESSIONAL & TECHNICA	
					<b>9,701.50</b>		<b>Total</b>	
					160.00	5221600	SEWER FUND DONATIONS	
					856.42	5240240	SUPPLIES	
					189.25	5240241	UTILITY BILLING PROCESSIN	
					30.32	5240280	TELEPHONE	
					160.00	5240310	PROFESSIONAL & TECHNICA	
					11,266.35	5240500	WRF - UTILITIES	
					1,436.25	5240510	WRF - CHEMICAL SUPPLIES	
					333.75	5240520	WRF - SUPPLIES	
					1,508.18	5240550	WRF - EQUIPMENT MAINTEN	

**SANTAQUIN CITY CORPORATION**  
**Invoice Register - 3/13/2021 to 4/2/2021 - All Invoices**

4/2/2021

<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>
					<b>15,940.52</b>		<b>Total</b>	
					30.32	5440210	BOOKS, SUBSCRIPTIONS & M	
					4,964.99	5440240	SUPPLIES	
					189.25	5440241	UTILITY BILLING PROCESSIN	
					38,880.00	5440253	WATER ASSESSMENTS	
					6,425.34	5440273	UTILITIES	
					<b>50,489.90</b>		<b>Total</b>	
					4,182.43	562540.2	2011A-2 Sewer Revenue Bond r	
					6,388.57	5640860	DEBT SERVICE - INTEREST	
					<b>10,571.00</b>		<b>Total</b>	
					55.00	6140610	SOCCER EXPENSE	
					435.14	6140660	JR. JAZZ	
					70.00	6140670	ADULT SPORTS	
					<b>560.14</b>		<b>Total</b>	
					3,335.00	6240206	BUCK-A-ROO	
					930.00	6240207	RODEO QUEEN CONTEST	
					194.64	6240245	MISCELLENIOUS	
					8,850.00	6240260	RODEO EXPENSE	
					<b>13,309.64</b>		<b>Total</b>	
					189.98	6340310	PROFESSIONAL & TECHNICA	
					225.00	6340610	OTHER SERVICES	
					<b>414.98</b>		<b>Total</b>	
					107.89	6740230	EDUCATION, TRAINING, & TR	
					40.88	6740260	FUEL	
					3,267.62	6740640	UTAH COUNTY GRANT	
					50.20	6740650	CREDIT CARD FEES	
					<b>3,466.59</b>		<b>Total</b>	
					40.00	6840800	AEROBICS	
					72.33	6840803	ARTS & CRAFTS	
					<b>112.33</b>		<b>Total</b>	
					568.56	7240210	BOOKS, SUBSCRIPTIONS & M	
					937.12	7240230	EDUCATION, TRAINING & TRA	
					2,016.82	7240240	SUPPLIES	
					<b>3,522.50</b>		<b>Total</b>	
					-890.16	7540240	SUPPLIES	
					4.08	7540250	EQUIPMENT SUPPLIES & MAI	
					2,376.48	7540480	FOOD	
					<b>1,490.40</b>		<b>Total</b>	
					50.00	7657235	EMS - EDUCATION, TRAINING	
					1,938.73	7657242	EMS - SUPPLIES	
					227.50	7657244	UNIFORMS	
					220.00	7657246	EMERGENCY MANAGEMENT	
					122.55	7657250	FIRE - EQUIPMENT MAINTEN	
					42.50	7657280	TELEPHONE	
					1,286.00	7657742	EMS - CAPITAL-VEHICLES & E	
					<b>3,887.28</b>		<b>Total</b>	

**\$696,074.79**

**GL Account Summary Total**

Item # 3.





## MEMORANDUM

To: Santaquin City Mayor & Council  
From: Benjamin A. Reeves, Santaquin City Manager  
Date: April 6, 2021  
Subject: Municipal Wastewater Report

---

Mayor & Council,

Each year, state law requires operators of municipal wastewater systems to complete an annual report and have that report reviewed and approved by the city council. The purpose of this review is to ensure that the city council is aware of the future capital needs of operating our sewer treatment plant.

This approval is an annual housekeeping item for your consideration and approval.

# Santaquin City Resolution 04-01-2021

## MUNICIPAL WASTEWATER PLANNING PROGRAM RESOLUTION

**WHEREAS**, the City of Santaquin is a fourth class city in the State of Utah and operates a Wastewater Collection and Treatment System; and

**WHEREAS**, the Utah Division of Water Quality requires of the Santaquin City Public Works Department an annual Wastewater Planning Program Report; and

**WHEREAS**, the Utah Division of Water Quality desires formal action of the Santaquin City Council to review said report prior to its submission to the division;

**NOW, THEREFORE, BE IT RESOLVED**, that the Santaquin City Council informs the Water Quality Board that the following actions were taken by the City Council:

1. Reviewed the attached Municipal Wastewater Planning Program Report for 2020 (See Attached)
2. Have taken all appropriate actions necessary to maintain effluent requirements contained in the UPDES Permit (If Applicable)

Approved and adopted by the Santaquin City Council this 6<sup>th</sup> day of April 2021.

\_\_\_\_\_  
Kirk F. Hunsaker, Mayor

Attest: \_\_\_\_\_  
K. Aaron Shirley, City Recorder

*Municipal Wastewater Planning Program (MWPP)*  
*Annual Report*  
*for the year ending 2020*  
**SANTAQUIN CITY**

Thank you for filling out the requested information. Please let DWQ know when it is approved by the Council.

**Please download a copy of your form by clicking "Download PDF" below.**

Below is a summary of your responses

[Download PDF](#)

**SUBMIT BY APRIL 15, 2021**

Are you the person responsible for completing this report for your organization?

☒ **Yes**

☐ **No**

This is the current information recorded for your facility:

<b>Facility Name:</b>	SANTAQUIN CITY
<b>Contact - First Name:</b>	Jason
<b>Contact - Last Name:</b>	Callaway
<b>Contact - Title</b>	Operations Manager

<b>Contact - Email:</b>	jcalloway@santaquin.org
-------------------------	-------------------------

Is this information above complete and correct?

☒ Yes

☐ No

Your wastewater system is described as Collection, Mechanical Treatment & Financial:

**Classification:** COLLECTION

**Grade:** II

(if applicable)

**Classification:** TREATMENT

**Grade:** III

Is this correct?

**WARNING:** If you select 'no', you will no longer have access to this form upon clicking Save & Continue. DWQ will update the information and contact you again.

☒ Yes

☐ No

Click on a link below to view examples of sections in the survey:

(Your wastewater system is described as Collection, Mechanical Treatment & Financial)

[MWPP Collection System.pdf](#)

[MWPP Discharging Lagoon.pdf](#)

[MWPP Financial Evaluation.pdf](#)

[MWPP Mechanical Plant.pdf](#)

[MWPP Non-Discharging Lagoon.pdf](#)

Will multiple people be required to fill out this form?

☒ Yes

☐ No

Please update the information for the person in charge of filling out each section.

	Email ex. john@email.com	Name (first and last)	Notes These notes will be sent in the invite email
Financial Evaluation	jcallaway@santaquin.org	Jason Callaway	
Collection System	jcallaway@santaquin.org	Jason Callaway	
Mechanical	jcallaway@santaquin.org	Jason Callaway	
Review, sign and submit	jcallaway@santaquin.org	Jason Callaway	

Click 'Yes' to send an email to each responsible person with the notes you've included (if any) with a link to the forms and to receive updates

☐ Yes, send the link to this form for the next person to fill out.

☒ Continue filling out the form myself and send the link to others later.

### *Financial Evaluation Section*

Form completed by:

Benjamin A. Reeves, City Manager

Item # 4.

## Part I: GENERAL QUESTIONS

Yes

No

Are sewer revenues maintained in a dedicated purpose enterprise/district account?

☒☐

Yes

No

Are you collecting 95% or more of your anticipated sewer revenue?

☒☐

Are Debt Service Reserve Fund<sup>6</sup> requirements being met?

☒☐

What was the annual average User Charge<sup>16</sup> for 2020?

46.03

Do you have a water and/or sewer customer assistance program\* (CAP)?

☒ Yes

☐ No

## Part II: OPERATING REVENUES AND RESERVES

Yes

No

Are property taxes or other assessments applied to the sewer systems<sup>15</sup>?

☐☒



Are sewer revenues<sup>14</sup> sufficient to cover operations & maintenance costs<sup>9</sup>, and repair & replacement costs<sup>12</sup> (OM&R) at this time?

Yes

No



Are projected sewer revenues sufficient to cover OM&R costs for the *next five years*?



Does the sewer system have sufficient staff to provide proper OM&R?



Has a repair and replacement sinking fund<sup>13</sup> been established for the sewer system?



Is the repair & replacement sinking fund sufficient to meet anticipated needs?



### Part III: CAPITAL IMPROVEMENTS REVENUES AND RESERVES

Are sewer revenues sufficient to cover all costs of current capital improvements<sup>3</sup> projects?

Yes

No



Has a Capital Improvements Reserve Fund<sup>4</sup> been established to provide for anticipated capital improvement projects?



Are projected Capital Improvements Reserve Funds sufficient for the *next five years*?



Are projected Capital Improvements Reserve Funds sufficient for the *next ten years*?



Are projected Capital Improvements Reserve Funds sufficient for the *next twenty years*?



### Part IV: FISCAL SUSTAINABILITY REVIEW

Yes

No

Have you completed a Rate Study<sup>7</sup> within the last five years?

Yes

☒

No

☐

Do you charge Impact fees<sup>8</sup>?

☒☐

2020 Impact Fee (if not a flat fee, use average of all collected fees) =

4416

Yes

No

Have you completed an Impact Fee Study in accordance with UCA 11-36a-3 within the last five years?

☒☐

Do you maintain a Plan of Operations<sup>10</sup>?

☒☐

Have you updated your Capital Facility Plan<sup>2</sup> within the last five years?

☒☐

Yes

No

Do you use an Asset Management<sup>1</sup> system for your sewer systems?

☒☐

Describe the Asset Management System (check all that apply)

- ☒ Spreadsheet
- ☒ GIS
- ☒ Accounting Software
- ☒ Specialized Software
- ☐ Other



Yes

No

Do you know the total replacement cost of your sewer system capital assets?



2020 Replacement Cost =

28,669,343

Yes

No

Do you fund sewer system capital improvements annually with sewer revenues at 2% or more of the total replacement cost?



What is the sewer/treatment system annual asset renewal\* cost as a percentage of its total replacement cost?



What is the sewer/treatment system annual asset renewal\* cost as a percentage of its total replacement cost?

6.7

## Part V: PROJECTED CAPITAL INVESTMENT COSTS

Cost of projected capital improvements

Cost	Purpose of Improvements		
Please enter a valid numerical value	Replace/Restore	New Technology	In Capacity

Item # 4.

2021	10000	<input checked="" type="checkbox"/> Purpose or Improvements	<input type="checkbox"/>
2021 thru 2025	Please enter a valid numerical value	<input checked="" type="checkbox"/> Replace/Restore	<input type="checkbox"/> New Technology
2026 thru 2030	1400000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Increase Capacity
2031 thru 2035	1400000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2036 thru 2040	600000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

This is the end of the Financial questions

To the best of my knowledge, the Financial section is completed and accurate.

☒ Yes

This is the end of the Financial section. What would you like to do next?

- This entire section is complete. Send the link to the next person in charge.
- ☐ (Once you Save & Continue, you will no longer be able to use the same link to view/edit your responses).
- ☐ I will continue to fill out/review the next section myself.

## Collections System Section

Form completed by:

May Receive Continuing Education /units (CEUs)

Jason Callaway

## Part I: SYSTEM DESCRIPTION

What is the largest diameter pipe in the collection system (diameter in inches)?

18

What is the average depth of the collection system (in feet)?

10

What is the total length of sewer pipe in the system (length in miles)?

82

How many lift/pump stations are in the collection system?

1

What is the largest capacity lift/pump station in the collection system (design capacity in gallons per minute)?

1400

Do seasonal daily peak flows exceed the average peak daily flow by 100 percent or more?

☐ Yes

☒ No

What year was your collection system first constructed (approximately)?

1994

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In what year was the largest diameter sewer pipe in the collection system

## PART II: DISCHARGES

How many days last year was there a sewage bypass, overflow or basement flooding in the system due to rain or snowmelt?

0

How many days last year was there a sewage bypass, overflow or basement flooding due to equipment failure (except plugged laterals)?

1

*The Utah Sewer Management Program defines two classes of sanitary sewer overflows (SSOs):*

**Class 1-** a Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that:

- (a) affects more than five private structures;*
- (b) affects one or more public, commercial or industrial structure(s);*
- (c) may result in a public health risk to the general public;*
- (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or*
- (e) discharges to Waters of the state.*

**Class 2** - a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.

Below include the number of SSOs that occurred in year: 2020

Number of Class 1 SSOs in Calendar  
year

1

Number of Class 2 SSOs in Calendar  
year

1

Please indicate what caused the SSO(s) in the previous question.

One was caused by equipment failure at the treatment plant and the class 2 SSO was caused by an obstruction in the sewer main.

Please specify whether the SSOs were caused by contract or tributary community, etc.

They were not

### Part III: NEW DEVELOPMENT

Did an industry or other development enter the community or expand production in the past two years, such that flow or wastewater loadings to the sewerage system increased by 10% or more?

☐ Yes

☒ No

Are new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years that will increase flow or BOD5 loadings to the sewerage system by 25% or more?

☐ Yes

☒ No

Number of new commercial/industrial connections in the last year

1

Number of new residential sewer connections added in the last year

322

Equivalent residential connections<sup>7</sup> served

3825

## Part IV: OPERATOR CERTIFICATION

How many collection system operators do you employ?


5

Approximate population served

16795

*State of Utah Administrative Rules requires all public system operators considered to be in Direct Responsible Charge (DRC) to be appropriately certified at least at the Facility's Grade.*

List the designated Chief Operator/DRC for the Collection System below:

	Name First and Last Name	Grade	Email Please enter full email address
Chief Operator/DRC	Pat Hatfield	II 	phatfield@santaquin.org

Item # 4.





## MEMORANDUM

To: Santaquin City Mayor & Council  
From: Benjamin A. Reeves, Santaquin City Manager  
Date: April 6, 2021  
Subject: Sewer Collection System Inspection and Cleaning Agreement – 3 Year

---

Mayor & Council,

This item was presented to you by Public Works Director, Jason Callaway, during your March 16<sup>th</sup> City Council Work Meeting. Please see his staff memo that was presented during that meeting for contract specifics.

To: Santaquin City Council and Mayor

From: Jason Callaway

RE: Collection System Contract

As you know with growth comes growing pains and we are experiencing some of those pains in our collection system. At the end of 2020 we had 3911 connections, 1442 manholes and 82 miles of collection pipe that needs to be maintained.

Currently we use RH Borden and Company to do an acoustic assessment of our collection system at a cost of \$50,000 a year. We get out of this a digital map showing the segments of pipe that are either good, fair, poor, or blocked. Once we receive this information it is up to us to take care of any issues they find in the assessment. After the assessment was performed last year, we took our truck out to address the problem areas. We cleaned the lines that were identified as poor or blocked. It took us four months to clean the identified segments working on it in our spare time. While doing this we had an issue with the water pump on our vac truck. This resulted in a \$20,000 repair to the truck.

If we decide to enter into this agreement with RH Borden, they will still do the acoustic assessment but also provide us a manhole inspection for all manholes, Camera and clean all segments found poor and blocked and Camera and clean the entire system over a 12-year period. This checks all the boxes and requirements from the State and Utah Local Government Trust. They would also provide all findings to us in a digital format that can be easily accessed and brought into our very own mapping and data collection system.

Thank you for considering this contract. I will be at the meeting to answer any questions that you have. I personally feel this will be a benefit to Santaquin City as we continue to grow. It will free up our operators to do other essential tasks and provide us with a wealth of information, so we make good decisions in the future.





**RESOLUTION 04-02-2021**  
**A RESOLUTION APPROVING A THREE-YEAR SEWER**  
**COLLECTION SYSTEM INSPECTION AND CLEANING**  
**SERVICE AGREEMENT WITH**  
**RH BORDEN AND COMPANY, LLC.**

**WHEREAS**, the Santaquin City is a fourth class city in the State of Utah with the responsibility of providing sanitary sewer services for its residents; and

**WHEREAS**, the City owns and operates a sanitary sewer collection system and is responsible for the cleaning and inspection of said system to ensure proper operation and to prevent damages caused by backups to said system; and

**WHEREAS**, Public Works Director, Jason Callaway has negotiated with RH Borden and Company, LLC to expand their acoustical inspection services to include cleaning services as outlined in the attached three-year service agreement; and

**WHEREAS**, Public Works Director, Jason Callaway reviewed the agreement and its terms with the Santaquin City Council Members during a work meeting on March 16, 2021 in which support for said program was expressed;

**NOW THEREFORE BE IT RESOLVED:**

**The Santaquin City Council approves the attached three-year sewer system inspection and cleaning service agreement with RH Borden and Company, LLC and authorizes the Mayor, or designee, to execute said agreement on behalf of the City..**

Approved on this 6<sup>th</sup> day of April 2021.

---

Kirk F. Hunsaker, Mayor

Attest:

---

K. Aaron Shirley, City Recorder

**RH Borden and Company LLC**

1659 West Cornerstone Drive  
South Jordan, UT 84095 US  
jon.borden@rhborden.com

## Quotation

**ADDRESS**

Jason Callaway  
City of Santaquin  
275 W Main St  
Santaquin, UT 846555509  
USA

**SHIP TO**

Jason Callaway  
City of Santaquin  
275 W Main St  
Santaquin, UT 846555509  
USA

**QUOTATION # 1271****DATE 01/14/2021****EXPIRATION DATE 07/31/2021****SHIP DATE**

07/01/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/01/2021	<b>Acoustic Assessment Service</b>	Acoustic assessment of sewer line pipes utilizing Transmissive Acoustic Inspection with SL-RAT. Results delivered in interactive online dashboard and .csv or .shp exchange format.	315,000	0.16	50,400.00
07/01/2021	<b>Collection System Maintenance</b>	Cleaning and Camera of lines identified by SL-RAT Assessment. (Estimated that 3% of assessed pipe will need to be cleaned)	9,450	1.10	10,395.00
07/01/2021	<b>Manhole Inspections</b>	Manhole assessment based on a 3-point risk scale (Low, Medium, High) across 5 sections of the manhole (Lid, Collar, Main Body, Trough, Overall Condition). Results delivered in interactive online dashboard and .csv or .shp exchange format.	1,500	9.00	13,500.00
07/01/2021	<b>Rotational Clean and Camera</b>	Clean and Camera of Sewer Lines. 315,000 ft. on 12 yr Rotation. (8 - 12 Inch)	16,000	0.74	11,840.00
07/01/2021	<b>Rotational Clean and Camera</b>	Cleaning and Camera of Sewer Lines. 20,000 ft. on 5 yr rotation. (Over 12-18 Inch)	4,000	0.95	3,800.00
07/01/2021		5% Discount for 3 year Agreement			-4,500.00

---

TOTAL**\$85,435.00**

Accepted By

Accepted Date



## MEMORANDUM

To: Santaquin City Mayor & Council  
From: K. Aaron Shirley, City Recorder & Finance Director  
Date: April 6, 2021  
Subject: Declaration of Surplus Property

---

Mayor & Council,

This resolution allows for the sale of items no longer used by the city on Utah Public Surplus, an online auction site for the resale of government property, and is a process done periodically throughout the year. Currently we have the following items on the resolution for your consideration:

- 2 Blue Mats
- 1 Rectangular Trampoline
- 2 Round Trampolines
- 1 Building Generator
- 1 Letter & Numbers Board
- 1 Police Dog\*
- 3 Desktop Printers
- 1 Copier/Printer
- 1 Fax Machine
- 1 Desk
- 1 Office Chair

\* Note: Buddy, our wonderful police dog, has progressed in age beyond what is recommended for a police service animal. Upon approval of this resolution, it is the intent of Santaquin City to sell Buddy to his handler, Officer Mike Wall, for \$1 so that he can remain a family pet to those who love him most, and enjoy his well-deserved retirement in a great home.

# Santaquin City Resolution 04-03-2021

## A RESOLUTION DECLARING SURPLUS PROPERTY OF SANTAQUIN CITY

**WHEREAS**, the City of Santaquin has an inventory of assets primarily used or purchased for use by all employees, and

**WHEREAS**, this property is of no use to any department of Santaquin City, and

**WHEREAS**, the storage of this property could become a nuisance,

**NOW, THEREFORE, BE IT RESOLVED**, the following items be disposed of as deemed appropriate and complies with Utah State and Santaquin City's laws and Ordinances.

Approved and adopted by the Santaquin City Council this 6<sup>th</sup> day of April, 2021.

Attest:

---

Kirk F. Hunsaker, Mayor

---

K. Aaron Shirley, City Recorder



### Blue Mats

**Description:** 5' wide x 10' long x 12" deep.

**Quantity:** 2



### Rectangle Trampoline

**Description:** 5' wide x 10' long x 12" deep.

**Quantity:** 1



### **Round Trampoline**

**Description:** 5' wide x 10' long x 12" deep.  
**Quantity:** 2



### **Letter Board**

**Description:** Letter Board with Letters & Numbers Included  
**Quantity:** 1



### **Building Generator**

**Description:** Olympian Generator with Ford Motor  
**Quantity:** 1



### **Buddy the Police Dog**

**Description:** Dog  
**Quantity:** 1





### **Copier/Printer**

**Description:** HP 32329 Copier/Printer  
**Quantity:** 1



### **Fax Machine**

**Description:** Panasonic Fax Machine  
**Quantity:** 1



### **Printer**

**Description:** Brother HL-2070N Desktop  
Printer  
**Quantity:** 1



### **Printer**

**Description:** Brother 5250DN Desktop  
Printer  
**Quantity:** 1



### Desk

**Description:** Wooden Desk  
**Quantity:** 1



### Printer

**Description:** Epson XP-620 Desktop Printer  
**Quantity:** 1



### Chair

**Description:** HP 32329 Copier/Printer  
**Quantity:** 1





## MEMORANDUM

To: Santaquin City Mayor & Council  
From: Benjamin A. Reeves, Santaquin City Manager  
Date: April 6, 2021  
Subject: Firefighter Retirement System Resolution Clarification

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Mayor & Council,

During your March 16<sup>th</sup> meeting, you approved the application to URS for participation in their firefighter retirement program in order to support your decision to hire Santaquin City's first full-time firefighter; Chief Ryan Lind. However, a clarification on the language of that resolution is needed in order to assure parity and equal treatment with our public safety (police) office program.

This is a housekeeping item and clarification requirement stemming from your previous approval.



## RESOLUTION 04-04-2021

### A RESOLUTION REQUESTING ADMISSION TO THE FIREFIGHTER'S RETIREMENT SYSTEM WITH UTAH RETIREMENT SYSTEM (URS) - AMENDED

**WHEREAS**, Santaquin City Corporation is authorized to employ public safety personnel on a full-time basis; and

**WHEREAS**, it is in the public interest to provide benefits authorized by Utah state law for the public safety personnel by the City; and

**WHEREAS**, it is the intent of the City Council to approve and authorize coverage under Firefighters Retirement Systems for Santaquin City firefighter personnel.

**NOW THEREFORE**, be it resolved by the City Council of Santaquin City, Utah that the Mayor, or designee, is authorized to undertake all of the necessary actions to enroll the City in the benefit programs of the Firefighters Retirement Systems offered by Utah Retirement Systems, including the retirement coverage and death benefit coverage for qualified employees under the laws and regulations of the Utah Retirement Systems. It is the city's intent to fund the employer and employee portion of Tier 1 and Tier 2 employees similar to what the city does for its public safety (police) officers.

**ADOPTED AND PASSED** by the City Council of Santaquin City, Utah, this 6<sup>th</sup> day of April 2021.

SANTAQUIN CITY

\_\_\_\_\_  
Kirk F. Hunsaker, Mayor

VOTING:

Council Member Miller	Yea__	No__
Council Member Montoya	Yea__	No__
Council Member Mecham	Yea__	No__
Council Member Hathaway	Yea__	No__
Council Member Bowman	Yea__	No__

Attest:

SEAL

\_\_\_\_\_  
K. Aaron Shirley, City Recorder

Judy and Val Robbins are our 2021 April Employee of the Month and May Volunteer of the Month.

Judy is from Farmington, Utah and worked at Lagoon for seven years. She attended Davis High School and graduated from BYU with a degree in Early Childhood Education. She owned and operated her own preschool for twenty plus years. She enjoys teaching, family history, cooking, and spending time with grandchildren and family. She is currently serving as Santaquin's Senior Center Director and has been volunteering and working with the seniors for the past seven years.

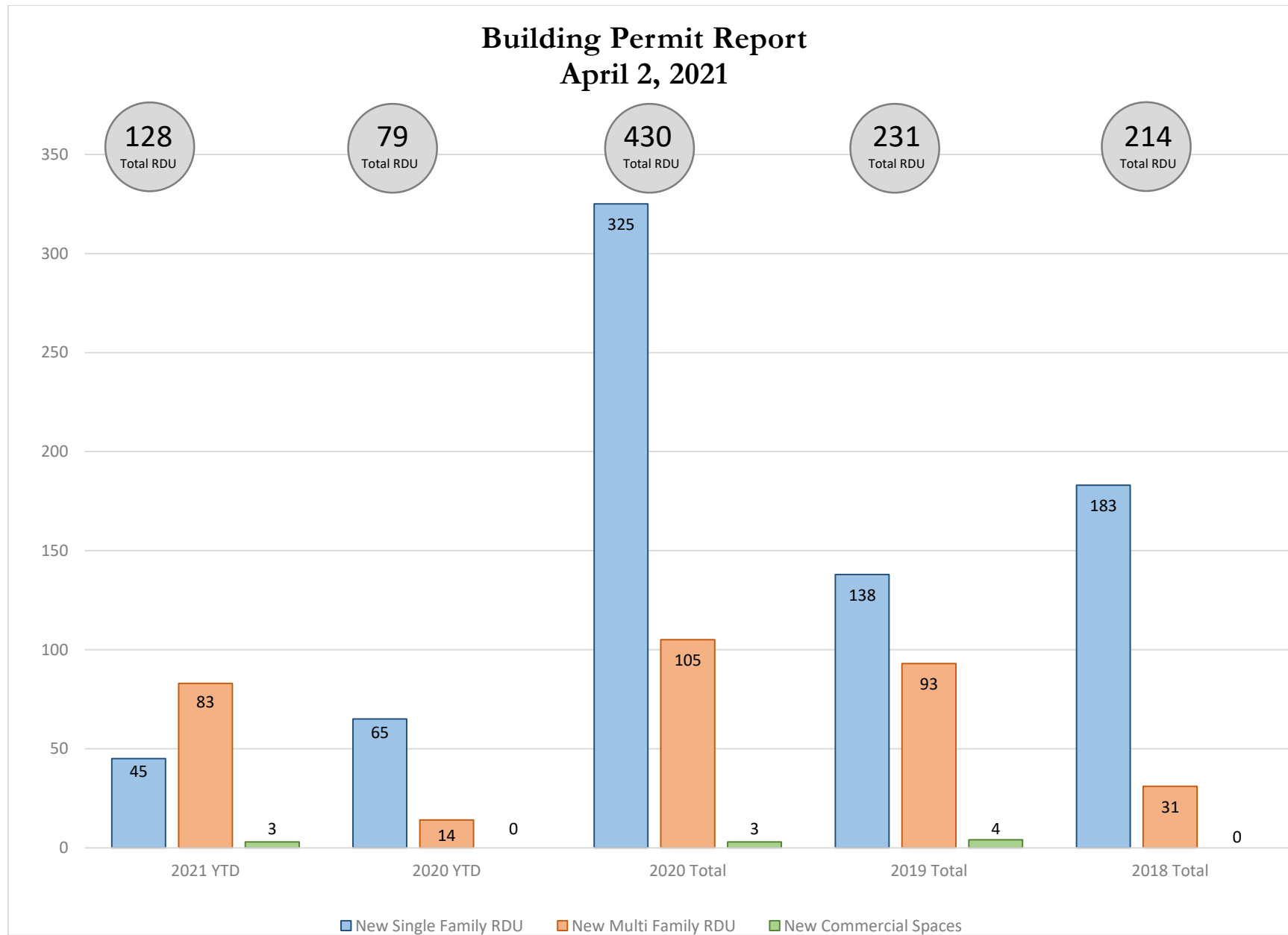
Val was born and raised here in Santaquin. He attended kindergarten through ninth grade where the museum, the Senior Center, and the adjacent building to the east, are currently located. He served as student body president during ninth grade. He enjoys woodworking, hunting, gardening, and sports, he especially likes watching BYU sports. He currently serves on the Senior Citizen Committee as the treasurer. He has volunteered at the Senior Center for seven years.

Val and Judy crossed paths several times before dating and were married forty-seven years ago. They lived in Payson for about thirty years before building their home, fifteen years ago, here in Santaquin. They have three boys and twelve grandchildren. As a family they enjoy spending time together camping, hunting, playing games, and serving others.

In Judy and Val's own's words, "We feel extremely grateful to be able to serve together as we have become acquainted with, and associate with, the wonderful seniors. We have been truly blessed to be able to serve the seniors in the area. We appreciate those from the city who work to support us and our staff."

Thank you, Judy and Val, for your outstanding service to our community.

## Building Permit Report April 2, 2021



### New Business Licenses

Name	Owner	Address	Description	BL#
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## MEMORANDUM

To: Santaquin City Mayor & Council  
From: Benjamin A. Reeves, Santaquin City Manager  
Date: April 6, 2021  
Subject: Agricultural Water Wielding Agreement - Modification

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Mayor & Council,

For the past several years, Santaquin City has had a water wielding pilot program in place with two of our agricultural producers; Fred HC Openshaw and Dennis & Kathy Brandon. With the city council's approval of the Santaquin City-Summit Creek Irrigation Company (SCIC) Water Wielding Program in 2021, the new program contemplates wielding to residential users who own shares of SCIC. However, due to the unique needs of each agricultural users, SCIC and Santaquin City have agreed to handle the wielding agreements for those users on a case-by-case basis.

For our two pilot program farmers, we have updated their current trial year-by-year agreements and modified them to become annual contracts with automatic renewals. It is our pleasure to continue Santaquin City's efforts to support our agricultural community.



**RESOLUTION 04-05-2021**  
**A RESOLUTION APPROVING A WATER AGREEMENT WITH**  
**DR. FRED HC OPENSHAW**

**BE IT HEREBY RESOLVED:**

**SECTION 1:** The attached document represents the Water Agreement with Dr. Fred HC. Openshaw.

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

Approved on this the 6<sup>th</sup> day of April 2021.

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Kirk F. Hunsaker, Mayor

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K. Aaron Shirley, City Recorder

## AGREEMENT

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Santaquin, Utah, a municipality and political subdivision of the State of Utah, hereinafter ("City") and Dr. Fred HC Openshaw, hereinafter referred to as ("Customer").

### RECITALS:

**WHEREAS**, the City owns and operates a water system, including water sources, and infrastructure for the delivery of culinary and irrigation/secondary, water to residents, businesses and other entities in and near Santaquin City; and

**WHEREAS**, most of the irrigation/secondary water delivered by the City is delivered through its secondary water system (hereinafter the "Secondary System"), which is separate and distinct from the City's culinary water system although culinary water sources are used for portions of the Secondary System supply; and

**WHEREAS**, the Summit Creek Irrigation and Canal Company (hereinafter the "SCICC") operates its own irrigation system in and near Santaquin City on behalf of, and to service the needs of, its shareholders; and

**WHEREAS**, Customer shall allocate twenty-five (25) water shares of the total number of shares he owns, which are represented by the numbered share certificates in SCICC identified in Exhibit A (hereinafter "Customer's Shares"), and desires to exchange water attributable to Customer's Shares for water drawn from the Secondary System through a two-inch irrigation water meter to irrigate certain real property, which is owned by Customer and is more particularly described in Exhibit B attached hereto (hereinafter "the Property"); and

**WHEREAS**, the Parties understand and agree that the water attributed to Customer's twenty-five (25) shares, exceeds the amount of water that could be drawn through a two-inch irrigation meter and thus will provide added value to the City; and

**WHEREAS**, the Parties desire to enter into a water sales/exchange agreement that renews annually unless terminated as provided here in by either party, which shall provide water through the Secondary System for the irrigation of the Property in exchange for the use of the Customer's Shares pursuant to the terms of this agreement;

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

**1. Delivery of Customer's Water to Secondary System.** Customer shall cause the delivery of all irrigation water attributable to Customer's twenty-five (25) shares to the Secondary System at the City's irrigation pond located along Pole Canyon Road and shall be responsible to negotiate with SCICC for said delivery.



**2. Delivery of Water to Customer.** During the term of this Agreement, the City shall deliver irrigation water to Customer, at the Property, through the Secondary System for irrigation of the Property in accordance with the terms of this agreement.

**3. Water Meters.** The parties shall measure the amount of water that City delivers to the Customer through the previously installed two-inch meter which was installed at the onset of the water wielding pilot program for which the Customer was a participant. All costs associated with the Customer's physical connection to the Secondary System (*e.g. excavation permit, trenching, piping, meter box, restoration, etc.*) was previously borne by the Customer. The Customer shall now pay the cost of the previously installed irrigation connection and irrigation meter at the rates which were in place at the onset of the pilot program (*e.g. two-hundred-fifty dollar connection fee and seven-hundred-fifty dollars meter fee*

**4. Ownership of Water Shares.** Customer shall retain title and ownership of all Customer's Shares. Customer shall indemnify, hold harmless and reimburse the City for any costs, fees or expenses incurred by the City to assure the continued delivery of Customer's water into the Secondary System as contemplated by this Agreement.

**5. Payment of Water Assessments.** Customer shall timely pay all regular annual assessments of the SCICC on Customer's Shares that are incurred during the term of this Agreement. Any and all special assessments, other assessments and fees attributable to Customer's Shares shall be the sole responsibility of Customer.

**6. Restrictions on Water Use.** The City shall provide irrigation water from the Secondary System to the Property for irrigation of the Property, with the following restrictions:

- a. Irrigation of the Property shall be only by means of sprinklers, or a sprinkler system. All construction, operation and maintenance of the facilities necessary for the Customer's acceptance of water from the meter installed by City for irrigation of the Property shall be the sole responsibility of Customer.
- b. No water delivered by or through the Secondary System may be used on the Property or elsewhere to flood irrigate.
- c. The maximum meter size for all water delivered to the Property pursuant to this Agreement shall be two inch.
- d. Emergency watering restrictions may be imposed and if imposed will apply to all Secondary System users with no differentiation resulting from this contract. The City assumes no liability for any damages resulting from emergency water restriction, should they be imposed.
- e. The maximum amount of water that may be delivered to the Property during the irrigation season shall be three acre feet per acre.
- f. Due to system enhancements made to the Secondary System, Customer acknowledges that water supplied by the Secondary System includes some Type 1 water produced by the Santaquin Water Reclamation Facility which is mixed with waters coming from other irrigation sources.

**7. High Volume Runoff Years.** During any water year that the City deems to be a high volume runoff year, Customer may be allowed to have delivered to the Property any early season water volumes that the City deems appropriate to help alleviate potential flooding that

could result from high volume runoff. At the City's sole determination, Customer may receive said high volume runoff water without these volumes being applied to the total amount of water allotted in section 6.-F. above and section 8 below.

**8. Secondary System Base Rate and Water Usage Fees.** The City shall waive all Santaquin City Secondary System Base Rates and Irrigation Usage Fees attributed to water delivered through the two-inch meter in exchange for the water delivered to the City's Secondary System as described in paragraph 1. Customer hereby waives its rights to any compensation, future credit, or any other consideration whatsoever in the event that the amount of water delivered to the Property through the Secondary System is less than the amount of water that Customer delivers to the City pursuant to paragraph 1. Should the total volume of water used by the Customer, as measured by the Customer's two-inch meter, exceed seventy-five (75%) of the total volume of water caused to be delivered to the City's Irrigation Pond by the Customer, pursuant to paragraph 1, Customer agrees to pay City irrigation usage fees on excess volumes pursuant to the fees outlined in the City's consolidated fee schedule. Overall usage will be calculated and billed at the end of the irrigation season after final meter readings have been captured. Overage Fees for a given irrigation season shall be capped at a maximum of five-hundred dollars (\$500.00).

**9. Impact Fees.** The City shall waive the cost of pressurized irrigation impact fees for the term of this agreement. The Customer accepts the responsibilities for payment of future pressurized impact fees for the Property should the parties enter into a water agreement or should the use of the property change from its existing use.

**10. Term.** This Agreement shall run for a term commencing on the effective date and continue through January 31, 2022 and shall automatically renew for further one year periods from the January 31<sup>st</sup> anniversary date unless otherwise terminated as provided here in.

**11. Method of Termination.** This Agreement will automatically renew for an additional one year term on each anniversary date of January 31. The Parties agree that either party shall have the right to terminate this Agreement on any anniversary thereof, by delivering written notice to the other party no later than 15 days prior to said anniversary date, or at any other time mutually agreed upon by the parties.

**12. Default and Remedies.** Except as otherwise provided in this Agreement, if either Party fails to perform any of its obligations under this Agreement or if either Party's representations or warranties contained in this Agreement shall be materially untrue, inaccurate or incomplete at any time, and that failure continues for ten (10) days after receipt by such Party (the "defaulting Party") of written notice from the other Party, such defaulting Party shall be in default and the other Party may: (i) terminate this Agreement upon thirty days written notice; (ii) bring an appropriate action for specific performance of this Agreement; and/or (iii) pursue any other remedy available under this Agreement, at law or in equity.

**13. Entire Agreement; Amendments.** This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and all prior negotiations, understandings, representations, inducements and agreements, whether oral or written and whether made by a Party hereto or by any one acting on behalf of a Party, shall be deemed to be merged in this Agreement and shall be of no further force or effect. No amendment,

modification, or change in this Agreement shall be valid or binding unless reduced to writing and signed by all of the Parties hereto.

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

**15. Notices.** Except as otherwise required by law, any notice given in connection with this Agreement must be in writing and must be given by personal delivery, overnight courier service, confirmed facsimile, or United States certified or registered mail, return receipt requested, postage prepaid, addressed to Customer or City as follows (or at another physical or electronic address as Customer or City may designate in writing):

**Customer:** Dr. Fred HC Openshaw  
85 North Center Street  
Santaquin, Utah 84655  
Email: [mark@littleopees.com](mailto:mark@littleopees.com)

**City:** Santaquin City  
Attention: Benjamin Reeves, City Manager  
275 West Main Street  
Santaquin, Utah 84655  
Email: [breeves@santaquin.org](mailto:breeves@santaquin.org)

With a copy to: Nielsen & Senior  
Attention: Brett B. Rich  
P.O. Box 970663  
Orem, Utah 84097  
Email: [bbr@ns-law.com](mailto:bbr@ns-law.com)

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

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

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

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

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

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

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

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

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

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

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

corporation, limited liability company, trust, association, or other entity or association or any combination thereof.

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

27. The recitals are hereby incorporated into this agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates set forth below.

## CUSTOMER

**Dr. Fred HC Openshaw**

**Date:** \_\_\_\_\_

[illegible]

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me, \_\_\_\_\_, who after being duly sworn, stated that he executed the foregoing document.

Notary Public

**CITY OF SANTAQUIN**

\_\_\_\_\_  
**KIRK F. HUNSAKER, Mayor**

**Date:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**K. AARON SHIRLEY, Recorder**



## MEMORANDUM

To: Santaquin City Mayor & Council  
From: Benjamin A. Reeves, Santaquin City Manager  
Date: April 6, 2021  
Subject: Agricultural Water Wielding Agreement - Modification

---

Mayor & Council,

For the past several years, Santaquin City has had a water wielding pilot program in place with two of our agricultural producers; Fred HC Openshaw and Dennis & Kathy Brandon. With the city council's approval of the Santaquin City-Summit Creek Irrigation Company (SCIC) Water Wielding Program in 2021, the new program contemplates wielding to residential users who own shares of SCIC. However, due to the unique needs of each agricultural users, SCIC and Santaquin City have agreed to handle the wielding agreements for those users on a case-by-case basis.

For our two pilot program farmers, we have updated their current trial year-by-year agreements and modified them to become annual contracts with automatic renewals. It is our pleasure to continue Santaquin City's efforts to support our agricultural community.



**RESOLUTION 04-06-2020**  
**A RESOLUTION APPROVING A WATER AGREEMENT WITH**  
**DENNIS C. AND KATHY BRANDON**

**BE IT HEREBY RESOLVED:**

**SECTION 1:** The attached document represents the Water Agreement with Dennis C. and Kathy Brandon.

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

Approved on this 6<sup>th</sup> day of April 2021.

---

Kirk F. Hunsaker, Mayor

Attest:

---

K. Aaron Shirley, City Recorder



## **AGREEMENT**

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Santaquin, Utah, a municipality and political subdivision of the State of Utah, hereinafter (“City”); and Dennis C. and Kathy Brandon, hereinafter referred to collectively as (“Customer”).

### **RECITALS:**

**WHEREAS**, the City owns and operates a water system, including water sources, and infrastructure for the delivery of culinary and irrigation/secondary, water to residents, businesses and other entities in and near Santaquin City; and

**WHEREAS**, most of the irrigation/secondary water delivered by the City is delivered through its secondary water system (hereinafter the “Secondary System”), which is separate and distinct from the City’s culinary water system although culinary water sources are used for portions of the Secondary System supply; and

**WHEREAS**, the Summit Creek Irrigation and Canal Company (hereinafter the “SCICC”) operates its own irrigation system in and near Santaquin City on behalf of, and to service the needs of, its shareholders; and

**WHEREAS**, Customer owns twenty-nine (29) water shares, which are represented by the numbered share certificates in SCICC identified in Exhibit A (hereinafter “Customer’s Shares”), and desires to exchange water attributable to Customer’s Shares for water drawn from the Secondary System through a two-inch irrigation water meter to irrigate certain real property, which is owned by Customer and is more particularly described in Exhibit B attached hereto (hereinafter “the Property”); and

**WHEREAS**, the Parties understand and agree that the water attributed to Customer’s twenty-nine (29) shares, exceeds the amount of water that could be drawn through a two-inch irrigation meter and thus will provide added value to the City; and

**WHEREAS**, the Parties desire to renew a water sales/exchange agreement that renews annually unless terminated as provided herein by either party, which shall provide water through the Secondary System for the irrigation of the Property in exchange for the use of the Customer’s Shares pursuant to the terms of this agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are herein acknowledged, the parties agree as follows:

**1. Delivery of Customer’s Water to Secondary System.** Customer shall cause the delivery of all irrigation water attributable to Customer’s twenty-nine (29) shares to the Secondary System at the City’s irrigation pond located along Pole Canyon Road and shall be responsible to negotiate with SCICC for said delivery.

**2. Delivery of Water to Customer.** During the term of this Agreement, the City shall deliver irrigation water to Customer, at the Property, through the Secondary System for irrigation of the Property in accordance with the terms of this Agreement.

**3. Water Meters.** The parties shall measure the amount of water that City delivers to the Customer through the previously installed two-inch meter, which was installed as the onset of the water wielding pilot program for which the Customer was a participant. The Customer shall now pay the previously deferred the cost of the irrigation connection, two-hundred-fifty dollars (\$250), and the cost of the two-inch meter seven-hundred-fifty dollars (\$750).

**4. Ownership of Water Shares.** Customer shall retain title and ownership of all Customer's Shares. Customer shall indemnify, hold harmless and reimburse the City for any costs, fees or expenses incurred by the City to assure the continued delivery of Customer's water into the Secondary System as contemplated by this Agreement.

**5. Payment of Water Assessments.** Customer shall timely pay all regular annual assessments of the SCICC on Customer's Shares that are incurred during the term of this Agreement. Any and all special assessments, other assessments and fees attributable to Customer's Shares shall be the sole responsibility of Customer.

**6. Restrictions on Water Use.** The City shall provide irrigation water from the Secondary System to the Property for irrigation of the Property, with the following restrictions:

- a. Irrigation of the Property shall be only by means of sprinklers, or a sprinkler system. All construction, operation and maintenance of the facilities necessary for the Customer's acceptance of water from the meter installed by City for irrigation of the Property shall be the sole responsibility of Customer.
- b. No water delivered by or through the Secondary System may be used on the Property or elsewhere to flood irrigate.
- c. The maximum meter size for all water delivered to the Property pursuant to this Agreement shall be two inch.
- d. Emergency watering restrictions may be imposed and if imposed will apply to all Secondary System users with no differentiation resulting from this contract. The City assumes no liability for any damages resulting from emergency water restriction, should they be imposed.
- e. The maximum amount of water that may be delivered to the Property during the irrigation season shall be three-acre feet per acre.
- f. Due to system enhancements made to the Secondary System, Customer acknowledges that the water supplied by the Secondary System includes some Type 1 water produced by the Santaquin Water Reclamation Facility which is mixed with waters coming from other irrigation sources.

**7. High Volume Runoff Years.** During any water year that the City deems to be a high-volume runoff year, Customer may be allowed to have delivered to the Property any early season water volumes that the City deems appropriate to help alleviate potential flooding that could result from high volume runoff. At the City's sole determination, Customer may receive said high volume runoff water without these volumes being applied to the total amount of water allotted in section 6.-F. above and section 8 below.

**8. Secondary System Base Rate and Water Usage Fees.** The City shall waive all Santaquin City Secondary System Base Rates and Irrigation Usage Fees attributed to water delivered through the two-inch meter in exchange for the water delivered to the City's Secondary System as described in paragraph 1. Customer hereby waives its rights to any compensation, future credit, or any other consideration whatsoever in the event that the amount of water delivered to the Property through the Secondary System is less than the amount of water that Customer delivers to the City pursuant to paragraph 1. Should the total volume of water used by the Customer, as measured by the Customer's two-inch meter, exceed seventy-five (75%) of the total volume of water caused to be delivered to the City's Irrigation Pond by the Customer, pursuant to paragraph 1, Customer agrees to pay City irrigation usage fees on excess volumes pursuant to the fees outlined in the City's consolidated fee schedule. Overall usage will be calculated and billed at the end of the irrigation season after final meter readings have been captured. Overage Fees will be capped at five-hundred dollars (\$500.00) for a given irrigation season.

**9. Impact Fees.** The City shall waive the cost of pressurized irrigation impact fees for the term of this agreement. The Customer accepts the responsibilities for payment of future pressurized impact fees for the Property should the parties enter into a water agreement or should the use of the property change from its existing use.

**10. Term.** This Agreement shall run for a term commencing on the effective date and continue through January 31, 2022 and shall automatically renew for further one-year periods from the January 31<sup>st</sup> anniversary dates unless otherwise terminated as provided herein.

**11. Method of Termination.** This Agreement will automatically renew for an additional one-year term on each anniversary date of January 31. The Parties agree that either party shall have the right to terminate this Agreement on any anniversary thereof, by delivering written notice to the other party no later than 15 days prior to said anniversary date, or at any other time mutually agreed upon by the parties.

**12. Default and Remedies.** Except as otherwise provided in this Agreement, if either Party fails to perform any of its obligations under this Agreement or if either Party's representations or warranties contained in this Agreement shall be materially untrue, inaccurate or incomplete at any time, and that failure continues for ten (10) days after receipt by such Party (the "defaulting Party") of written notice from the other Party, such defaulting Party shall be in default and the other Party may: (i) terminate this Agreement upon thirty days written notice; (ii) bring an appropriate action for specific performance of this Agreement; and/or (iii) pursue any other remedy available under this Agreement, at law or in equity.

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

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

**15. Notices.** Except as otherwise required by law, any notice given in connection with this Agreement must be in writing and must be given by personal delivery, overnight courier service, confirmed facsimile, or United States certified or registered mail, return receipt requested, postage prepaid, addressed to Customer or City as follows (or at another physical or electronic address as Customer or City may designate in writing):

**Customer:** Mr. Dennis Brandon c/o  
Kat-Den Storage  
540 S. Highland Drive,  
Santaquin, Utah 84655  
Email: [kdstorage@questoffice.net](mailto:kdstorage@questoffice.net)

**City:** Santaquin City  
Attention: Benjamin Reeves, City Manager  
275 West Main Street  
Santaquin, Utah 84655  
Email: [breeves@santaquin.org](mailto:breeves@santaquin.org)

With a copy to: Nielsen & Senior  
Attention: Brett B. Rich  
P.O. Box 970663  
Orem, Utah 84097  
Email: [bbr@ns-law.com](mailto:bbr@ns-law.com)

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

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

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

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

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

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

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

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

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

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

**25. Interpretation<sup>1</sup>.** In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. This Agreement has been divided into paragraphs and subparagraphs for convenience only and the paragraph headings contained herein are for purposes of reference only, which shall not limit, expand, or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture,

corporation, limited liability company, trust, association, or other entity or association or any combination thereof.

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

<sup>1</sup> The recitals are hereby incorporated into this agreement.

**CITY OF SANTAQUIN**

\_\_\_\_\_  
**KIRK F. HUNSAKER, Mayor**

**Date:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**K. AARON SHIRLEY, Recorder**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates set forth below.

**CUSTOMER**

\_\_\_\_\_  
**Dennis C. Brandon**

**Date:** \_\_\_\_\_

**STATE OF UTAH**       )  
                                  **ss:**  
**COUNTY OF UTAH**    )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me,  
\_\_\_\_\_, who after being duly sworn, stated that he executed the foregoing document.

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

\_\_\_\_\_  
**Kathy Brandon**

**Date:** \_\_\_\_\_

**STATE OF UTAH**       )  
                                  **ss:**  
**COUNTY OF UTAH**    )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me,  
\_\_\_\_\_, who after being duly sworn, stated that he executed the foregoing document.

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



## MEMORANDUM

To: Santaquin City Mayor & Council  
From: Benjamin A. Reeves, Santaquin City Manager  
Date: April 6, 2021  
Subject: Agricultural Water Wielding Agreement - Modification

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Mayor & Council,

Nearly ten years ago, Payson City and Santaquin City entered into an agreement regarding areas of overlap in our respective community's annexation policy plans. This agreement has served both communities well and has benefitted the residents in the affected unincorporated areas of Utah County by ensuring that both communities work together regarding the planning and annexation of those overlapped areas.

However, pending annexations in Payson City have necessitated that both communities revisit the aforementioned agreement. In short, both communities recognize the benefits of eliminating an overlapping area when it comes to engineering the correct sizes of future utility lines, community planning and overall regional transportation planning. As such, both communities have been in discussions regarding the most logical line for both communities to retract to and plan towards which takes into consideration future freeway interchanges and the complete restoration of unincorporated communities such as Spring Lake.

The follow addendum to the Payson Santaquin Plan, as proposed by Payson City, with modifications and adjustments recommended by Santaquin City incorporated therein, is before you for your consideration.

The old adage of "Good Fences Make Good Neighbors" holds true in this regard as well. By removing overlapping areas, both communities remove a point of contention and both communities are better positioned to support one another in our regional planning efforts.

Please let me know if you have any questions or concerns.



**ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT ESTABLISHING  
THE PAYSON/SANTAQUIN ANNEXATION BOUNDARY**

WHEREAS, Payson and Santaquin (“Cities”) entered into an Interlocal Cooperation Agreement (“Agreement”) on August 25, 2011; and

WHEREAS, the Cities created the Agreement to reach the goal of deciding upon a common boundary line along Payson’s southern border and Santaquin’s northern border. The agreement also contemplated an Interstate 15 interchange in the area and the Cities sharing sales tax revenue generated within 2000 feet of the interchange for 50 years; and

WHEREAS, the Agreement term was for 10 years and expires on August 25, 2021; and

WHEREAS, the Cities agree to abide by the Agreement through the expiration on August 25, 2021; and

WHEREAS, pursuant to Section 10-2-401.5(6) Utah Code Annotated, two or more cities can cooperate and negotiate in establishing each municipality’s expansion area under an annexation policy plan.

NOW THEREFORE the parties hereto contract, covenant, and agree as follows:

1. The Cities agree to immediately request their respective Planning Commissions commence the process to amend their Annexation Policy Plans to establish a common annexation policy plan boundary line at 12400 South west of I-15 and east of I-15 to SR198 as described in Exhibit A, and will in good faith work together to get the Interstate 15 interchange at 12400 South; and
2. The Cities intent is to amend and retract their respective Annexation Policy Plans to reflect 12400 South as the expansion area boundary line between the Cities pursuant to Section 10-2-401.5 Utah Code Annotated.
3. The Cities agree to consent in writing to annexation of parcels within the overlapped area and consistent with the boundaries established in this Addendum until August 25, 2021.
4. The Cities will continue to agree to equally share the sales tax revenue generated within 2000 feet of the new Interstate 15 interchange through August 25, 2061 irrespective of location.
5. Santaquin will take the necessary steps to disconnect the portion of its city, as described in Exhibit B, in order to keep the Spring Lake Community together and to be included in Payson’s Annexation Policy Plan.
6. The cities will continue to work together on land use and utility planning. This will be important for the future interchange area.
7. The provisions of this Addendum will survive the expiration of the Agreement.

Dated this 7th day of April, 2021.

PAYSON CITY

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William R. Wright, Mayor

ATTEST:

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Kim E. Holindrake, City Recorder

APPROVED AS TO FORM

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Jason Sant, Payson City Attorney

SANTAQUIN CITY

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Kirk F. Hunsaker, Mayor

ATTEST:

---

Aaron Shirley, City Recorder

APPROVED AS TO FORM

---

Brett Rich, Santaquin City Attorney

**ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT ESTABLISHING  
THE PAYSON/SANTAQUIN ANNEXATION BOUNDARY**

WHEREAS, Payson and Santaquin (“Cities”) entered into an Interlocal Cooperation Agreement (“Agreement”) on August 25, 2011; and

WHEREAS, the Cities created the Agreement to reach the goal of deciding upon a common boundary line along Payson’s southern border and Santaquin’s northern border. The agreement also contemplated an Interstate 15 interchange in the area and the Cities share sales tax revenue generated within 2000 feet of the interchange for 50 years; and

WHEREAS, the Agreement term was for 10 years and expires on August 25, 2021; and

WHEREAS, the Cities agree to abide by the Agreement through the expiration on August 25, 2021; and

WHEREAS, pursuant to Section 10-2-401.5(6) Utah Code Annotated, two or more cities can cooperate and negotiate in defining each municipality’s expansion area under an annexation policy plan.

NOW THEREFORE the parties hereto contract, covenant, and agree as follows:

1. The Cities agree the common annexation policy plan boundary line will be 12400 South west of I-15 and east of I-15 to SR198 as described in Exhibit A, and will in good faith work together to get the Interstate 15 interchange at 12400 South; and
2. The Cities will amend and retract their respective Annexation Policy Plans to reflect 12400 South as the boundary line between the Cities pursuant to Section 10-2-401.5 Utah Code Annotated.
3. The Cities agrees to consent in writing to annexation of parcels within the overlapped area until August 25, 2021.
4. The Cities will continue to agree to equally share the sales tax revenue generated within 2000 feet of the new Interstate 15 interchange for an additional 40 years.
5. Santaquin will take the necessary steps to disconnect the portion of its city, as described in Exhibit B, in order to keep the Spring Lake Community together and to be included Payson’s Annexation Policy Plan.
6. The cities will continue to work together on land use and utility planning. This will be important for the future interchange area.

Dated this 7th day of April, 2021.

PAYSON CITY

\_\_\_\_\_  
William R. Wright, Mayor

ATTEST:

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Kim E. Holindrake, City Recorder

APPROVED AS TO FORM

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Jason Sant, Payson City Attorney

SANTAQUIN CITY

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Kirk F. Hunsaker, Mayor

ATTEST:

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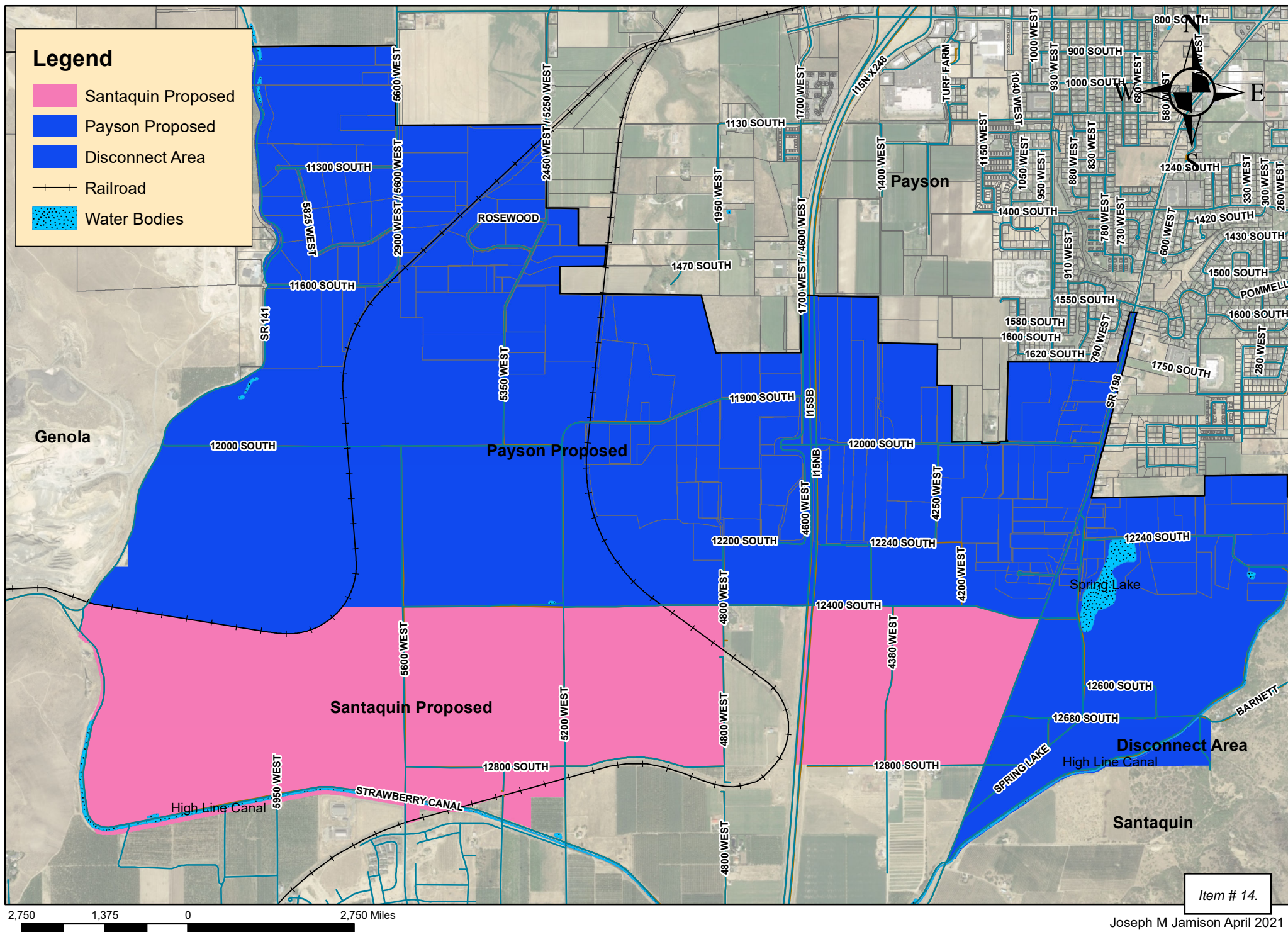
Aaron Shirley, City Recorder

APPROVED AS TO FORM

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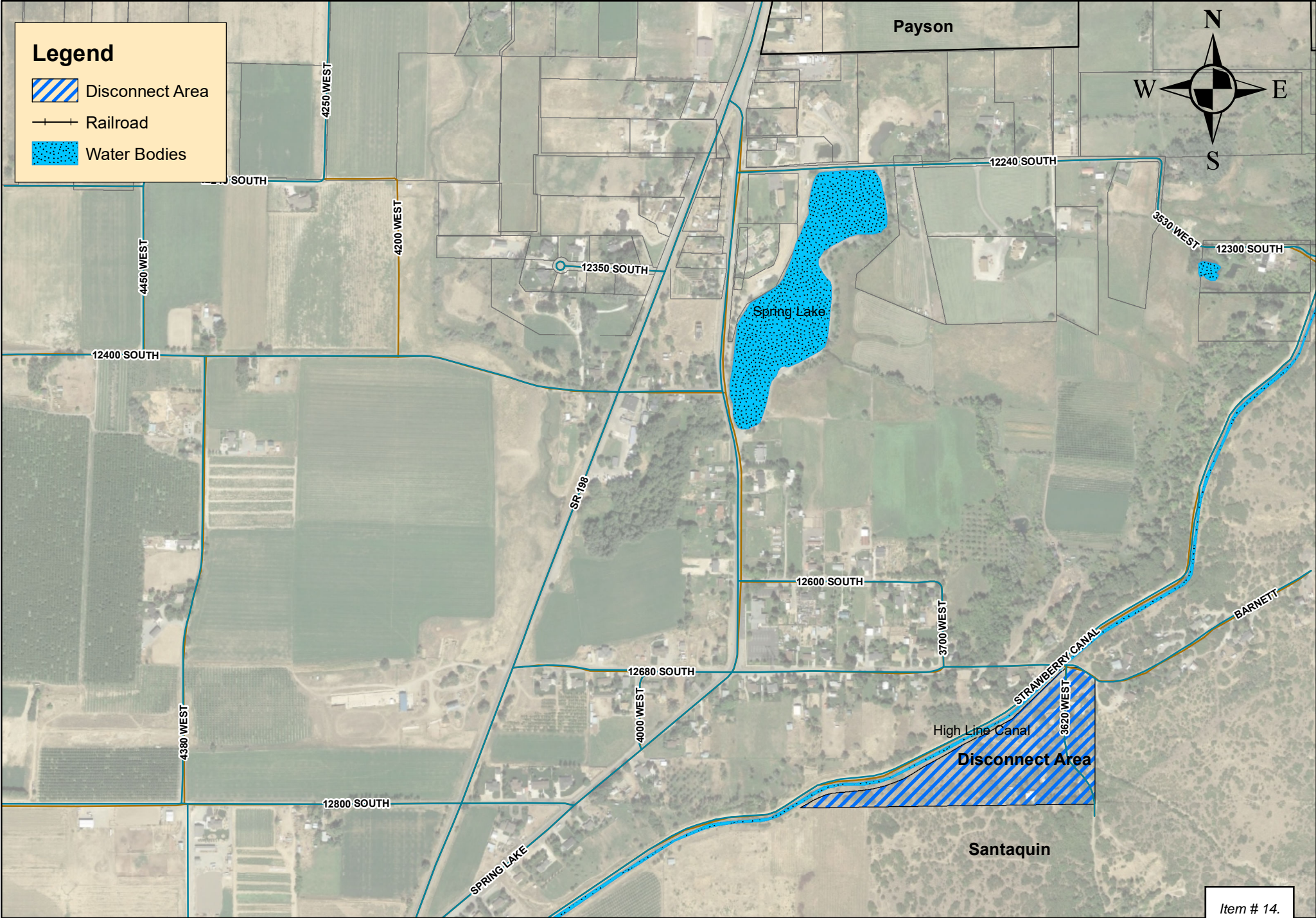
Brett Rich, Santaquin City Attorney

# EXHIBIT A





# EXHIBIT B





**RESOLUTION 04-07-2021**  
**A RESOLUTION APPROVING AN ADDENDUM TO**  
**INTERLOCAL COOPERATION AGREEMENT ESTABLISHING**  
**THE PAYSON/SANTAQUIN ANNEXATION BOUNDARY**

**SECTION 1:** The attached document represents an Addendum to the Interlocal Cooperation Agreement Establishing the Payson/Santaquin Annexation Boundary

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

Approved on this the 6<sup>th</sup> day of April 2021.

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Kirk F. Hunsaker, Mayor

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K. Aaron Shirley, City Recorder



## MEMORANDUM

To: Santaquin City Mayor & Council  
From: Benjamin A. Reeves, Santaquin City Manager  
Date: April 6, 2021  
Subject: Agricultural Water Wielding Agreement - Modification

---

Mayor & Council,

As you are aware, Santaquin City Staff was successful at obtaining a \$50,000 grant to create an Active Transportation Plan (Trails Plan).

From the UDOT pool of engineering firms that specialize in these types of plans, you have previously awarded the contract to Parametrix due to their recent and successful update to the Santaquin City Transportation Master Plan.

Santaquin City Staff has finalized the contract language for this Professional Service Agreement with Parametrix, which is now ready for your approval.





## **RESOLUTION 04-08-2021**

### **A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX FOR THE ACTIVE TRANSPORTATION PLAN (GRANT FUNDED TRAILS PLAN)**

**SECTION 1:** The attached document represents the Professional Services Agreement with Parametrix for the Active Transportation Plan.

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

Approved on this the 6<sup>th</sup> day of April 2021.

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Kirk F. Hunsaker, Mayor

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K. Aaron Shirley, City Recorder



# LOCAL GOVERNMENT CONTRACT

STATE OF UTAH  
LOCAL GOVERNMENT  
ENGINEERING SERVICES  
2019-2022 LG POOL (SMALL PURCHASE)  
COST PLUS FIXED FEE

CONTRACT NO. \_\_\_\_\_  
EFFECTIVE DATE \_\_\_\_\_  
TRACKING NO. \_\_\_\_\_

Project No.: F-FR399(361)  
PIN Description: Santaquin Active Transportation Plan  
FINET Prog No.: 5575815D  
PIN No.: 18997  
Work Discipline: Planning

1. **CONTRACTING PARTIES:** This contract is between [Santaquin City](#), referred to as LOCAL AUTHORITY and

[Parametrix Consult., Inc.](#)  
1019 39th Ave Se, Ste 100  
Puyallup, WA 98374

**Legal Status of Consultant:** [For Profit Corporation](#)

**Fed ID No.:** [91-0914810](#)


referred to as CONSULTANT, and approved by the Utah Department of Transportation, referred to as DEPARTMENT.

2. **REASON FOR CONTRACT:** The LOCAL AUTHORITY does not have sufficient qualified staff to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the LOCAL AUTHORITY with [Planning](#) services as further described in Attachment C.
3. **SCOPE OF WORK / CONTRACT PERIOD:** The Scope of Work will end [October 31, 2021](#) and the Contract will terminate [October 31, 2022](#), unless otherwise extended or canceled in accordance with the terms and conditions of this contract.
4. **CONTRACT COSTS:** The CONSULTANT will be paid a maximum of [\\$47,421.93](#) for costs authorized by this Contract as further described in Attachment D.
5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**  
Attachment A – Certification of Consultant and Local Authority  
Attachment B – Standard Terms and Conditions  
Attachment C – Services Provided by the Consultant  
Attachment D – Fees  
Attachment E – Insurance

The parties below hereto agree to abide by all the provisions of this contract. IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONSULTANT -** [Parametrix Consult., Inc.](#)


**LOCAL AUTHORITY -** [Santaquin City](#)

By:  Apr 1, 2021  
Title: Salt Lake Operations Manager Date  
Printed Name: John Slippey

By: \_\_\_\_\_ Date  
Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**UTAH DEPARTMENT OF TRANSPORTATION**

**DEPARTMENT Comptroller's Office**

By:  Apr 1, 2021  
Title: Director of Preconstruction Date

By: \_\_\_\_\_ Date  
Title: Contract Administrator

## CERTIFICATION OF CONSULTANT

By signing this contract on behalf of the CONSULTANT, I hereby certify I am a duly authorized representative of [Parametrix Consult., Inc.](#) and that neither I nor the above CONSULTANT I hereby represent has:

- (a) employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Utah Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this contract, involving participation of Federal-aid Funds, and is subject to applicable State and Federal laws, both criminal and civil.

## CERTIFICATION OF LOCAL AUTHORITY

By signing this contract on behalf of the LOCAL AUTHORITY, I hereby certify I am the duly authorized representative of [Santaquin City](#) and that the above CONSULTANT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

**LOCAL GOVERNMENT  
ENGINEERING SERVICES CONTRACT  
STANDARD TERMS AND CONDITIONS**

1. **AUTHORITY:** Provisions of this contract are pursuant to authority set forth in the Utah Transportation Code §§ 72-3-102, 105, and 107; the Utah Procurement Code §§ 63g-6a-101 et seq., and Utah Admin. Code r. R907-66. *(Provision revised March 18, 2019.)*
  
2. **CONTRACT JURISDICTION AND COMPLIANCE WITH LAWS:** The provisions of this contract shall be governed by the laws of the State of Utah. Also, the CONSULTANT and those engaged by the CONSULTANT shall comply with all Federal, State, and local laws, regulations and other legally binding requirements that pertain to the services provided under this contract. The CONSULTANT shall furnish proof of its compliance with state licensing requirements to the LOCAL AUTHORITY and the DEPARTMENT upon request.
  
3. **RECORDS ADMINISTRATION:** The CONSULTANT shall maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records shall be retained by the CONSULTANT for a period of at least six (6) years after the contract terminates, or until all audits initiated within the six years have been completed, whichever is later. These records shall be made available at all reasonable times during the six-year period for audit and inspection by the LOCAL AUTHORITY or the DEPARTMENT and other authorized State or Federal auditors. The CONSULTANT'S records supporting the cost proposal shall also be retained and made available for review by authorized Federal or State staff. Copies of requested records shall be furnished to the LOCAL AUTHORITY or the DEPARTMENT upon request. *(Provision revised June 22, 2016.)*
  
4. **CONFLICT OF INTEREST:** The CONSULTANT certifies that none of its officers or employees are officers or employees of the State of Utah unless disclosure has been made in accordance with Utah Code § 67-16-8. The CONSULTANT certifies that no engineer, attorney, appraiser, inspector, surveyor or survey crew, or other person performing services for the CONSULTANT has, directly or indirectly, a financial or other personal interest, other than his employment or retention by the LOCAL AUTHORITY or the DEPARTMENT, in any contract or subcontract in connection with this project (Reference 23 CFR § 1.33 (2011)). An example of this situation would be the CONSULTANT subcontracts with the Contractor to perform survey work while contracted by the LOCAL AUTHORITY or the DEPARTMENT to perform construction engineering management services for the same project.  
  
The CONSULTANT further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.
  
5. **EMPLOYMENT OF DEPARTMENT EMPLOYEES:** The CONSULTANT agrees not to engage in any way the services on this contract of any present or former Utah Department of Transportation employee who was involved as a decision maker in the selection or approval processes or who negotiated and/or approved billings or contract modification for this contract.
  
6. **CONSULTANT, AN INDEPENDENT CONTRACTOR:** The CONSULTANT shall be an independent contractor, and as such, shall have no authority, express or implied to bind the LOCAL AUTHORITY or the DEPARTMENT to any agreement, settlement, liability, or understanding whatsoever; and agrees not to perform any acts as agent for the LOCAL AUTHORITY, except as specifically authorized and set forth herein. Persons employed by the LOCAL AUTHORITY and acting under the direction of the LOCAL AUTHORITY shall not be deemed to be employees or agents of the CONSULTANT. Compensation provided to the CONSULTANT herein shall be the total compensation payable hereunder by the LOCAL AUTHORITY.
  
7. **INDEMNITY - LIABILITY:** The CONSULTANT shall hold harmless and indemnify the DEPARTMENT and the LOCAL AUTHORITY, their officers, authorized agents and employees from and against claims, suits and cost, including attorneys' fees, for injury or damage to the extent caused by the negligent acts, errors, omissions, or willful misconduct of the CONSULTANT, or its subconsultants when acting within the scope of their subcontract, or their respective agents, employees or representatives.

The CONSULTANT is an independent contractor contracted with the LOCAL AUTHORITY and approved by the DEPARTMENT. Any periodic plan and specification review or construction inspection performed by the LOCAL AUTHORITY or DEPARTMENT arising out of the performance of the contract, does not relieve the CONSULTANT of its duty in the performance of the contract, or ensure compliance with customary standard of professional care.

No party to this Agreement shall be liable to the other party or any third party claiming through the other respective party, for any special, incidental, indirect, punitive, liquidated, delay or consequential damages of any kind including but not limited to lost profits or use of property, facilities or resources, that may result from this Agreement, or out of any goods or services furnished hereunder. *(Provision revised June 22, 2016.)*

8. **SEPARABILITY:** The declaration by any court, or other binding legal source, that any provision of this contract is illegal and void and shall not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.
9. **LIABILITY INSURANCE:** Services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT shall furnish the LOCAL AUTHORITY and the DEPARTMENT a Certificate of Insurance applying to this contract for each type of insurance required, to be approved by the DEPARTMENT and the LOCAL AUTHORITY, before the CONSULTANT begins work under this contract. The CONSULTANT'S insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the LOCAL AUTHORITY and the DEPARTMENT:
  - (a) General Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$3,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. The limit if different for this contract will be as designated in Attachment C to this contract. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate.

The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.

  - (b) Commercial Automobile insurance with a minimum combined single limit of \$1,000,000 per occurrence OR \$500,000 liability per person, \$1,000,000 per occurrence, \$250,000 Property Damage, and having an A.M. Best rate of A-class VIII or better.
  - (c) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$3,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
  - (d) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect the CONSULTANT, its sub-consultants, the LOCAL AUTHORITY, and the DEPARTMENT from the loss of said information.
  - (e) Aircraft Liability in the amount of \$1,000,000 per occurrence if aircraft are utilized in connection with this contract.

- (f) The CONSULTANT shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
- (g) The CONSULTANT shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide the DEPARTMENT and the LOCAL AUTHORITY with 30-days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. The CONSULTANT further agrees to provide the DEPARTMENT and the LOCAL AUTHORITY with 30-days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 9(a), 9(b) and 9(e) above are required to be endorsed naming the LOCAL AUTHORITY, DEPARTMENT, and the State of Utah as Additional Insureds and, on General Liability and Aircraft Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by the State of Utah, Risk Manager. *(Provision revised December 28, 2016.)*

- 10. QUALIFIED HEALTH COVERAGE:** The CONSULTANT agrees that if the CONSULTANT has an initial contract of 2 million dollars or more, or the contract and modifications are anticipated in good faith to exceed 2 million dollars, or the CONSULTANT has a subcontract at any tier that involves a sub-consultant that has an initial subcontract of 1 million dollars or more, and/or the CONSULTANT has a subcontract at any tier that is anticipated in good faith to exceed 1 million dollars; hereby certifies the following.

- (a) The CONSULTANT and all applicable sub-consultants have and will maintain an offer of qualified health coverage for their employees, as defined in Utah Code § 26-40-115 for the employees who live and/or work within the State of Utah, along with their dependents, during the duration of the contract.
- (b) Employee, for purposes of these requirements, shall be no broader than the use of the term employee for purposes of State of Utah Workers' Compensation requirements.

The CONSULTANT shall demonstrate its compliance with this part and Utah Code § 72-6-107 at the time this contract is executed, and its continued compliance is subject to audit by the DEPARTMENT or the Office of the Legislative Auditor General. The CONSULTANT and all applicable sub-consultants shall be subject to all applicable penalties. The CONSULTANT will provide these same requirements in all applicable subcontracts at every tier. *(Provision revised August 5, 2020.)*

**11. PROGRESS:**

- (a) The CONSULTANT may not begin the work governed by this contract prior to receiving an official Notice to Proceed from the DEPARTMENT. The CONSULTANT shall begin the work governed by this contract within one week after receiving a Notice to Proceed from the DEPARTMENT. The CONSULTANT shall prosecute the work diligently and to the satisfaction of the LOCAL AUTHORITY and the DEPARTMENT. If Federal Funds are used on this contract the work will be subject to periodic review by the Federal Highway Administration. *(Provision revised June 22, 2016.)*
- (b) The CONSULTANT will prepare monthly progress reports following the format established by the LOCAL AUTHORITY and the DEPARTMENT in sufficient detail to document the progress of the work and support the monthly claim for payment. Payments will not be made without a supporting progress report. In addition, the CONSULTANT will update the DEPARTMENT'S "electronic Program Management" (ePM) system bi-weekly to reflect the status of the project.
- (c) Progress conferences will be held periodically. The CONSULTANT will prepare and present written information and studies to the LOCAL AUTHORITY and the DEPARTMENT so it may evaluate the features and progress of the work. Any one of the three parties may request a conference; to be held at the office of any, or at a place designated by the LOCAL AUTHORITY or the DEPARTMENT. The conferences shall also include inspection of the CONSULTANT'S services and work products when requested by the LOCAL AUTHORITY or the DEPARTMENT.

- (d) The CONSULTANT will be required to perform such additional work as may be necessary to correct errors caused by the CONSULTANT in the work required under the contract without undue delays and without additional cost to the LOCAL AUTHORITY and the DEPARTMENT.
- (e) At any time, the CONSULTANT determines the contract work cannot be completed within the specified time or budget, the CONSULTANT shall immediately notify in writing that the CONSULTANT cannot meet specified time or budget requirements and why. The LOCAL AUTHORITY and the DEPARTMENT may, at their sole discretion, agree to extend the contract by written modification.
- (f) The LOCAL AUTHORITY or the DEPARTMENT may terminate this contract in accordance with the termination provisions of this contract including failure of the CONSULTANT to make satisfactory progress on the contract work, or failure to provide satisfactory work product quality.
- (g) Should the LOCAL AUTHORITY or the DEPARTMENT desire to suspend the work, but not terminate the contract, the LOCAL AUTHORITY or the DEPARTMENT will notify the CONSULTANT verbally to suspend work immediately. The LOCAL AUTHORITY or the DEPARTMENT will follow this verbal notification with a written confirmation. When the LOCAL AUTHORITY or the DEPARTMENT provides verbal notification to the CONSULTANT to suspend work the CONSULTANT agrees to comply immediately or as directed by the LOCAL AUTHORITY or the DEPARTMENT. The work may be reinstated upon 30-days advance written notice from the LOCAL AUTHORITY or the DEPARTMENT.
- (h) Unless extended or terminated in writing, this contract will terminate on the expiration date, or at the end of the specified calendar days.

**12. REVIEW AND INSPECTION OF WORK:** It is expressly understood and agreed that authorized representatives of the LOCAL AUTHORITY, DEPARTMENT and, when Federal Funds are used, the Federal Highway Administration shall have the right to review and inspect the work in process, and the CONSULTANT'S facilities, at any time during normal business hours or by appointment.

**13. NON DISCRIMINATION PROVISIONS:** The CONSULTANT agrees to abide by the provisions of the Utah Anti-discrimination Act, Utah Code §§34a-5-101 - 112 , and Titles VI and VII of the Civil Rights Act of 1964 (42 USC §§ 2000e – 2000e-17), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Orders 11375 and 13665 and as supplemented in Department of Labor Regulations (41 CFR Part 60), which prohibits discrimination on the basis of age; 29 USCA § 794, which prohibits discrimination on the basis of handicap; and Executive Order 13672, Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity.

The CONSULTANT agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the workplace. Sections 49 CFR 21 through Appendix C (2016) and 23 CFR 710.405(b) (2016) are applicable by reference in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds. The CONSULTANT further agrees to furnish reports to the LOCAL AUTHORITY or DEPARTMENT upon request for the purpose of determining compliance with these statutes identified in this section. The CONSULTANT shall comply with the Americans with Disabilities Act (ADA).

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 (2016) in the award and administration of federal-aid contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate. During the performance of this contract, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21, and 23 CFR Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (b) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, gender identity or sexual orientation, age, disability/handicap, and low-income status in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR § 21.5 (2016) of the Regulations, including employment practices when the contract covers a program set forth in 49 CFR § 21, Appendix B of the Regulations.
- (c) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, gender identity or sexual orientation, age, disability/handicap, and low income status.
- (d) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the DEPARTMENT, and shall set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
  - (1) Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, or
  - (2) Cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (a) through (f) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any subcontract. or procurement as the DEPARTMENT may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States. *(Provision revised June 22, 2016.)*

**14. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS:** The CONSULTANT agrees to abide by the requirements of 49 CFR Part 29, Government wide Debarment and Suspension (Nonprocurement). By signing this contract, the CONSULTANT certifies that to the best of their knowledge and belief that it or its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had civil judgment against them for commission of fraud or a criminal offense in connection with obtaining,



attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in subparagraph 14(b) of this certification; and
- (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the CONSULTANT is unable to certify to any of the statements in this certification, the CONSULTANT shall attach an explanation to this contract. Exceptions will not necessarily result in denial of award but will be considered in determining CONSULTANT'S responsibility. Any exceptions noted shall identify to whom it applies, the initiating agency, and dates of the action. Providing false information may result in criminal prosecution or administrative sanctions.

15. **BACKGROUND CHECKS:** The DEPARTMENT may require the CONSULTANT and all employees of the CONSULTANT to undergo a background investigation, to be conducted by the Attorney General or the Bureau of Criminal Investigation, to the satisfaction of the DEPARTMENT. The background investigation will consist of a review of, but may not limited to, criminal conduct including the use of controlled substances. The Consultant represents that its employees assigned to work under this Agreement are competent in their respective fields, licensed as required by the State of Utah, and are legally able to fulfill their work obligations. *(Provision added June 22, 2016.)*
16. **CERTIFICATION OF COMPLIANCE ON LOBBYING RESTRICTIONS:** The CONSULTANT agrees to conform to the lobbying restrictions established by the Byrd Amendment, 31 USCA § 1352, for contracts exceeding \$100,000 in Federal Funds. The CONSULTANT certifies, by signing this contract, to the best of their knowledge and belief, that:
  - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USCA § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONSULTANT also agrees by signing this contract that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

17. **CERTIFICATION OF COMPLIANCE ON DRUG AND ALCOHOL TESTING:** The CONSULTANT hereby certifies by executing this Contract that the CONSULTANT shall comply with all applicable provisions of Utah Admin. Code Rule R916-6 - Drug and Alcohol Testing in State Construction Contracts and Utah Code § 63G-6a-1303 throughout the term of this Contract. The CONSULTANT shall provide this requirement in its contracts with subconsultants.

18. **COMPLIANCE WITH THE JOHN S. MCCAIN NATIONAL DEFENSE AUTHORIZATION ACT:** The CONSULTANT certifies conformance and continued conformance with Public Law 115-232, § 889 and 2 CFR § 200.216. *(Provision added September 28, 2020.)*
19. **CONSULTANT COST CERTIFICATION:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT has previously submitted a CONSULTANT certification of final indirect costs in accordance with the 2 CFR Part 200 Subpart E Cost Principles, 48 CFR Part 31 Federal Acquisition Regulations (FAR) in compliance with 23 USC § 112(b)(2)(B), if so required, and in the DEPARTMENT Financial Screening Application. *(Provision revised September 28, 2020.)*
20. **OWNERSHIP OF WORK PRODUCTS PROCURED OR DEVELOPED UNDER THIS CONTRACT:** Unless specifically designated hereinafter or preexisting information and know-how of the CONSULTANT, the LOCAL AUTHORITY retains ownership of all materials, products, devices, equipment, facilities, data, test results, reports, graphics, presentations, visual aids, computer elements, software (including source code), software license agreements, testing apparatus, services, etc., that are developed, procured, constructed, installed or performed under this contract and that become an integral part of or that are intended to facilitate or enhance the use, operation, maintenance, documentation or understanding of the deliverables of this contract. In addition, the LOCAL AUTHORITY shall retain ownership of all non-expendable items procured under this contract that have a salvage value at the end of this contract of \$5,000.00 or more unless the LOCAL AUTHORITY specifically authorizes exclusions listed in the Deliverables and Partial Payments in Attachment C of this contract. Notwithstanding the foregoing, ownership of any and all CONSULTANT work product shall remain with CONSULTANT unless and until the payment by the LOCAL AUTHORITY or DEPARTMENT to CONSULTANT of all undisputed invoiced amounts.

The LOCAL AUTHORITY grants to the CONSULTANT a non-exclusive license for non-commercial, internal, educational and research use of work products developed or produced by the CONSULTANT under this contract, subject to the provisions of this contract. The use of physical products is subject to availability. Physical products will be transported and maintained at the expense of the CONSULTANT, should transportation and maintenance be necessary in conjunction with this use.

The CONSULTANT may secure through patents or trademarks, the right, title, or interest throughout the world of any invention that may be created or developed under this contract, as provided in 37 CFR 401.14, except for Section 401.14(g). The LOCAL AUTHORITY shall be entitled to the same rights granted to the Federal Government under 37 CFR 401.14 and adopts that regulation for that purpose. The CONSULTANT will retain all rights provided for the LOCAL AUTHORITY in this clause, and the LOCAL AUTHORITY will not, as part of the consideration for awarding this contract, obtain rights in the CONSULTANT'S subject inventions. The LOCAL AUTHORITY shall be granted a non-exclusive, irrevocable, royalty-free license to use, practice, employ, or have practiced for or on behalf of the LOCAL AUTHORITY the subject invention throughout the world. These license provisions shall be considered one of the deliverables due under this contract. When federal transportation funds make up all or part of the remuneration under this contract (as documented elsewhere in these Special Provisions), the United States Department of Transportation shall also be named as a grantee, along with the LOCAL AUTHORITY, in the license provisions described above.

The CONSULTANT may secure copyrights on information, designs, analyses, processes, reports, and the intellectual innovations that may be created or developed under this contract, subject to the provisions of this contract, including the provisions of the "Publication or Use of Work Product Outside of This Agreement" clause.

The LOCAL AUTHORITY reserves a non-exclusive, irrevocable, royalty-free license to reproduce, publish, distribute, disclose, modify, implement, or otherwise use, and to authorize others to use, the copyright in any work developed as deliverables under this contract, and any rights of copyright to which the CONSULTANT purchases ownership with the support of this contract.

The right of the CONSULTANT to apply for patents, copyrights or trademarks shall be limited to the statutory period defined by United States Code and other applicable Federal regulations.

It is further specifically agreed between the parties executing this contract that the above provisions shall be interpreted and administered in accordance with State and Federal non-disclosure and disclosure laws, rules, regulations and policies governing patents, copyrights, trademarks, rights of privacy and freedom of public information. *(Provision added June 22, 2016.)*

- 21. RIGHT OF FUTURE DEVELOPMENT:** The parties agree that the LOCAL AUTHORITY and the DEPARTMENT and third parties that may be under separate contract to the LOCAL AUTHORITY or the DEPARTMENT may perform future additional developments or enhancements to information, designs, analyses, computer elements, devices, data, test results, reports, graphics, presentations, visual aids, intellectual innovations that are derived from the work products developed and delivered under this contract. Neither the LOCAL AUTHORITY nor the DEPARTMENT shall be obligated to obtain the services of the CONSULTANT to perform these additional developments or enhancements. Likewise, the CONSULTANT, after completion of this contract, may perform future additional developments or enhancements to the work products produced and delivered under this contract without the necessity of granting the LOCAL AUTHORITY or the DEPARTMENT a license of use for these additional developments or enhancements. Any reuse, misuse, or use of modified or incomplete deliverables will be at the sole risk of the LOCAL AUTHORITY or the DEPARTMENT or the third party in possession of CONSULTANT'S deliverable and the CONSULTANT makes no representation to any third party with respect to any good or service performed under this contract and shall not be liable for any reuse, misuse, or use of modified or incomplete deliverables under any theory of recovery. *(Provision added June 22, 2016.)*
- 22. PUBLICATION OR USE OF WORK PRODUCT OUTSIDE OF THIS AGREEMENT:** During the entire term of this contract the CONSULTANT shall not issue, offer, publish, or submit for publication any document, report, paper, technical notes, documentation, specification, graphic, or other media products produced in connection with the work of this contract without first submitting the deliverables required by this contract to the LOCAL AUTHORITY and the DEPARTMENT for their review, and notifying the LOCAL AUTHORITY and the DEPARTMENT of the intent to publish.

In the event CONSULTANT wishes to publish research results prior to the submission of contract deliverables, CONSULTANT shall first provide to LOCAL AUTHORITY and the DEPARTMENT written notice of CONSULTANT'S intent to publish and a draft of such publication. The LOCAL AUTHORITY and the DEPARTMENT shall have thirty (30) days after receipt of the draft publication to request in writing the removal of portions deemed by LOCAL AUTHORITY or the DEPARTMENT to contain confidential or patentable material owned by the LOCAL AUTHORITY or THE DEPARTMENT, or to request a delay in submission of the draft for publication pending CONSULTANT'S submission of overdue contract deliverables or LOCAL AUTHORITY's or the DEPARTMENT's application for patent protection. If CONSULTANT does not receive the LOCAL AUTHORITY's or the DEPARTMENT's written response to the notice of intent to publish within the thirty (30) day period, then the LOCAL AUTHORITY or the DEPARTMENT shall be deemed to have consented to such publication. If DEPARTMENT requests a delay in submission of publication for patent protection, CONSULTANT shall have no obligation to delay publication for longer than three (3) months following delivery of CONSULTANT'S notice of intent to publish. If the LOCAL AUTHORITY or the DEPARTMENT request a delay in submission of publication due to overdue deliverables, submission of publication by the CONSULTANT prior to completing those contract deliverables shall be grounds for termination of this Agreement. Student reports, theses, and dissertations, published internally by the CONSULTANT shall not be subject to these delay provisions.

If this Agreement is terminated by the LOCAL AUTHORITY or the DEPARTMENT for non-performance or failure to meet project deliverable dates, the CONSULTANT agrees to the publication restrictions stated above for a period of six (6) months following the date of termination.

Information supplied by LOCAL AUTHORITY or the DEPARTMENT to CONSULTANT and identified by the LOCAL AUTHORITY or the DEPARTMENT as proprietary, confidential, protected or security-sensitive information shall not be included in any material published by CONSULTANT without prior written consent of the LOCAL AUTHORITY or the DEPARTMENT.

All documents resulting from the work of this contract by the CONSULTANT, regardless of the time when they are created, produced, or released, shall contain acknowledgement and disclaimer statements as stipulated in the "Acknowledgements and Disclaimers" clause in this contract.

The restrictions and procedures described above shall apply to the release of any information or documents to the media. The CONSULTANT shall inform the UDOT Public Affairs Office of all media inquiries.

Requests from the media or other members of the public for records that have not already been issued, published, or submitted for publication shall be made in accordance with the Governmental Records Access and Management Act (GRAMA), Utah Code Title 63G, Chapter 2. *(Provision added June 22, 2016.)*

- 23. ACKNOWLEDGEMENTS AND DISCLAIMERS:** Any document, report, paper, technical notes, documentation, specification, computer element, graphic, media element, or other deliverable that is prepared or released by the CONSULTANT shall contain an acknowledgement of support by the LOCAL AUTHORITY and the DEPARTMENT. When federal transportation funds make up all or part of the remuneration under this contract (as documented elsewhere in these Special Provisions), the United States Department of Transportation shall also be acknowledged as a supporter of the work. In addition, any of these deliverables shall contain the following disclaimer:
- “The authors alone are responsible for the preparation and accuracy of the information, data, analysis, discussions, recommendations, and conclusions presented herein. The contents do not necessarily reflect the views, opinions, endorsements, or policies of the Utah Department of Transportation or the US Department of Transportation. The Utah Department of Transportation makes no representation or warranty of any kind, and assumes no liability therefore.” *(Provision added June 22, 2016.)*
- 24. USE OF PATENTED, COPYRIGHTED OR TRADEMARKED ITEMS:** The CONSULTANT shall be fully responsible for the legal use and the related payment of any royalties or fees for any materials, products, devices, processes, computer elements, designs, specifications, publications, graphics, visual media, etc., that are protected by patents, copyrights or trademarks, or that are owned by third parties to this contract, in conjunction with the execution of the work in this agreement. In the event that any of the above items are to be incorporated into the deliverables or products which will be provided to the LOCAL AUTHORITY or the DEPARTMENT as a result of the work of this agreement, whether owned by the CONSULTANT before entering into this agreement or not, such use shall be specifically authorized in this contract or by prior written approval from the LOCAL AUTHORITY or the DEPARTMENT. When such authorization is provided, the CONSULTANT shall secure the rights of use of these patented, copyrighted or trademarked items for the LOCAL AUTHORITY or the DEPARTMENT. An original executed copy of the right-to-use agreement shall be delivered to and approved by the LOCAL AUTHORITY and the DEPARTMENT prior to commencing use of these item(s). The CONSULTANT shall be responsible for payment of all royalties and fees for said use during the entire term of this contract. To the extent that these royalties and fees are incurred exclusively and specifically for this contract and are shown in Attachment C of this contract, these costs are allowable expenses to the contract. The CONSULTANT shall indemnify, save harmless and release the LOCAL AUTHORITY and the DEPARTMENT from claims of patent, copyright or trademark infringement, or for costs, expenses, penalties and damages that may be obligated by reason of an infringement related to the work performed, services rendered or deliverables furnished under this contract which are caused by the negligence of the CONSULTANT. When Federal funds make up all or part of the remuneration under this contract, the United States Department of Transportation shall be named along with the LOCAL AUTHORITY and the DEPARTMENT in all legal agreements covering use of patented, copyrighted or trademarked items. *(Provision added June 22, 2016.)*
- 25. CONFIDENTIALITY:** If, in order to perform the work under this contract, the CONSULTANT is given access to confidential, protected, security-sensitive or proprietary business, technical or financial information regarding persons, materials, products, devices, processes, plans, designs, computer elements, analyses, data, etc., the CONSULTANT agrees to treat such information as confidential and shall not appropriate such information to its own use or disclose it to third parties at any time, neither during the term of this contract nor after contract termination, without specific written authorization by the LOCAL AUTHORITY and the DEPARTMENT to do so. The LOCAL AUTHORITY and the DEPARTMENT shall clearly identify those items as confidential at the time they are transmitted or disclosed to the CONSULTANT and they may be listed in Attachment C of this contract if known at the time of contract execution. The CONSULTANT shall require adherence by its officers, agents, volunteers, employees and subcontractors to these confidentiality provisions.

The foregoing obligations shall not apply if the said confidential, security-sensitive or proprietary information:

- (a) Is found to be in the public domain at the time of receipt by the CONSULTANT;
- (b) Is published or otherwise becomes part of the public domain after receipt by and through no fault of the CONSULTANT;
- (c) Was in possession of the CONSULTANT at the time of receipt, which the CONSULTANT can demonstrate, as well as that it was not acquired directly or indirectly from the DEPARTMENT or an agency of the State of Utah; or

Was received by the CONSULTANT from a third party other than an agency of the State of Utah, which the CONSULTANT can demonstrate did not require the CONSULTANT to hold such information in confidence. *(Provision added June 22, 2016.)*

- 26. ASSIGNMENT AND SUBCONTRACTING:** The CONSULTANT shall not subcontract any of the work required by this contract, or assign monies to be paid to the CONSULTANT hereunder, without the prior written approval of the LOCAL AUTHORITY or the DEPARTMENT. The amount billed to the LOCAL AUTHORITY and the DEPARTMENT for subconsultant costs shall be the same amount the CONSULTANT actually pays the subconsultant for services required by this contract. All payments made by the CONSULTANT to the subconsultant for services required by this contract shall be subject to audit by the LOCAL AUTHORITY or the DEPARTMENT. All subcontracts must include all the same terms and conditions and provisions included in this contract. However, the prime CONSULTANT is responsible for ensuring that all work performed by sub-consultants is insured under their insurance policy, or they require that the sub-consultants meet the insurance provisions required under this contract.

The CONSULTANT must perform work valued at not less than 50% of the total contract amount with its own staff. *(Provision revised July 3, 2019.)*

- 27. PERSONNEL/STAFFING PLAN:** For any change in key personnel from that specifically identified in Attachment C of this contract, the CONSULTANT must provide an equivalent or better qualified replacement subject to DEPARTMENT and LOCAL AUTHORITY approval. *(Provision revised September 28, 2020.)*
- 28. DISPUTES:** Claims for services, materials, or damages not clearly authorized by the contract, or not ordered by the LOCAL AUTHORITY and the DEPARTMENT by prior written authorization, will not be paid. The CONSULTANT shall notify the LOCAL AUTHORITY and the DEPARTMENT in writing, and wait for written approval, before it begins work not previously authorized. If such notification and approval is not given or the claim is not properly documented, the CONSULTANT shall not be paid the extra compensation. Proper documentation alone shall not prove the validity of the claim. The parties agree to use arbitration or mediation after exhausting applicable administrative reviews to resolve disputes arising out of this contract where the sole relief sought is monetary damages \$100,000 or less, exclusive of interest and costs.
- 29. CLAIMS - DELAYS AND EXTENSIONS:** The CONSULTANT agrees to proceed with the work previously authorized by the contract, or in writing, continually and diligently, and will make no charges or claims for extra compensation for delays or hindrances within its control during the progress of this contract. The LOCAL AUTHORITY and the DEPARTMENT may allow an extension of time for the contract, for a reasonable period as agreed by the parties, should a delay or hindrance occur. The LOCAL AUTHORITY or the DEPARTMENT shall not waive any of its rights under the contract by permitting the CONSULTANT to proceed with the contract after the established completion date. The CONSULTANT shall not be responsible for delays due to causes beyond CONSULTANT's reasonable control. *(Provision revised June 22, 2016.)*
- 30. CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** The CONSULTANT (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to the LOCAL AUTHORITY and the DEPARTMENT under this contract.
- 31. CONTRACT MODIFICATIONS:** This contract may be amended, modified, or supplemented, as it is mutually agreed to by the parties by written contract modification, executed by the parties hereto and attached to the original signed contract.

Claims for services furnished by CONSULTANT, not specifically authorized by this contract or by appropriate modification, shall not be paid by the LOCAL AUTHORITY or the DEPARTMENT. When a contract modification has been agreed to by the parties no claim for the extra work done or material furnished shall be made by the CONSULTANT until the written modification has been fully executed. Any verbal agreements not confirmed in writing are non-binding. *(Provision revised June 22, 2016.)*

**32. TERMINATION:** This contract may be terminated as follows:

- (a) Mutual agreement of the parties; in writing and signed by the parties.
- (b) By any party for failure of another party to fulfill its obligations, as set forth with the provisions of this contract and in particular with Attachment C, "Services Provided by the CONSULTANT" or Section 52, "Duties of the LOCAL AUTHORITY and the DEPARTMENT". Reasonable allowances will be made for circumstances beyond the control of the CONSULTANT and the LOCAL AUTHORITY or the DEPARTMENT. Written notice of intent to terminate is required and shall specify the reasons supporting termination.
- (c) By the DEPARTMENT for the convenience of the State upon written notice to the CONSULTANT.
- (d) If the LOCAL AUTHORITY or the DEPARTMENT determines that the performance of the CONSULTANT is not satisfactory, the DEPARTMENT may notify the CONSULTANT of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the Agreement will be terminated at the end of such time or thirty (30) days whichever is sooner.
- (e) If the LOCAL AUTHORITY or the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, the DEPARTMENT will notify the CONSULTANT of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.
- (f) If the Agreement is terminated before performance is completed, the CONSULTANT will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.
- (g) The LOCAL AUTHORITY and the DEPARTMENT reserve the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee or agent of the CONSULTANT is convicted for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the LOCAL AUTHORITY or the DEPARTMENT, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to the LOCAL AUTHORITY and the DEPARTMENT. The LOCAL AUTHORITY and the DEPARTMENT reserve the right to terminate or cancel this Agreement in the event the CONSULTANT will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The LOCAL AUTHORITY and the DEPARTMENT further reserve the right to suspend the qualifications of the CONSULTANT to do business with the LOCAL AUTHORITY or the DEPARTMENT upon any such conviction.
- (h) Upon satisfactory completion of required contract services.
- (i) On termination of this contract all accounts and payments will be processed in accordance with contract terms. An appraisal of the value of work performed to the date of termination shall be made to establish the amount due to or from the CONSULTANT. If the contract fee type is Cost-Plus-Fixed-Fee-With-Fixed-Total-Additive-Rate and the contract is terminated for reasons other than paragraph 31(h), the final fixed fee amount will be paid in proportion to the percentage of work completed as reflected by the periodic invoices as of the date of termination of the contract. Upon determining the final amount due the CONSULTANT, or to be reimbursed by the CONSULTANT, in the manner stated above, the final payment will be processed in order to close out the contract. *(Provision revised June 22, 2016.)*

- 33. REMEDIES:** Any of the following events will constitute cause for the State Entity to declare CONSULTANT in default of this Contract: (i) CONSULTANT'S non-performance of its contractual requirements and obligations under this Contract; or (ii) CONSULTANT'S material breach of any term or condition of this Contract. The DEPARTMENT may issue a written notice of default providing a ten (10) day period in which CONSULTANT will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONSULTANT'S liability for damages. If the default remains after CONSULTANT has been provided the opportunity to cure, the DEPARTMENT may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend CONSULTANT from receiving future contracts from the DEPARTMENT or the State of Utah; or (v) demand a full refund of any payment that the DEPARTMENT has made to CONSULTANT under this Contract for Services that do not conform to this Contract. *(Provision added June 22, 2016.)*
- 34. DESIGN/CONSTRUCTION:** The CONSULTANT will utilize all current DEPARTMENT standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract. The CONSULTANT will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services. This contract may remain open for modifications for any unforeseen work that may be deemed necessary by the LOCAL AUTHORITY or the DEPARTMENT going into the construction phase to accommodate future work by the prime CONSULTANT or sub-consultant. CONSULTANT will perform the services in accordance with the customary standard of professional care and skill ordinarily exercised by members of CONSULTANT'S profession under similar conditions in similar localities and no other warranties, express or implied, are made or intended by CONSULTANT. *(Provision revised June 22, 2016.)*
- 35. POLLUTION CONTROL:** The CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The DEPARTMENT shall report violations to the applicable Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). *(Provision added June 22, 2016.)*
- 36. ELECTRONIC DESIGN SUBMISSION:** All consultants will be expected to adhere to the current DEPARTMENT development standards on the web site. It is the CONSULTANTS responsibility to provide all plans, specifications, surveys, and associated data in the DEPARTMENT acceptable electronic formats into the DEPARTMENT'S content management system with the correct attributes assigned. All project data will be organized in the DEPARTMENT'S project directory structure as specified in the DEPARTMENT'S current CADD Standards. It is the CONSULTANT'S responsibility to be aware of all DEPARTMENT requirements and formats. The DEPARTMENT CADD standards are available at the CADD Support sub-page of the DEPARTMENT website [www.udot.utah.gov/go/cadd](http://www.udot.utah.gov/go/cadd)

Computer Aided Drafting and Design acceptable formats are as follows:

- (a) Drafting: MicroStation Design format (.dgn) by Bentley Systems Inc., version 8.9 or higher (v8 file format).
- (b) Civil Design: InRoads by Bentley Systems Inc. version 8.9 or higher acceptable formats are as follows: Geometry files (.alg), Surface or digital terrain models (.dtm), Template libraries (.itl), Roadway Designer files (.ird), and Open Roads technology files (.dgn).
- (c) Survey and Photogrammetry: InRoads Survey format (.fwd) or Open Roads technology file format (.dgn) by Bentley Systems Inc. version 8.8 or higher. Raw survey files will be in ASCII format, (point number, Northing, Easting, Elevation and code). Survey points will be coded using the DEPARTMENT feature codes located in the DEPARTMENT preference file (.xin) and Raster Images (aerial photos) will be in MicroStation compatible formats. Design and Survey work will adhere to the DEPARTMENT CADD Standards and "Mapping & Aerial Photogrammetry" Guide.
- (d) Plotting: In order for the project to be republished by the DEPARTMENT, the CONSULTANT will prepare a file to direct the DEPARTMENT'S plotting software, InterPlot, by Bentley Systems Inc. to produce the correct output. This is the InterPlot Organizer's plot-set file (filename.ips). This



file contains specifications for each sheet in the plan set and controls the order and name of each sheet as they will appear in the PDF plan set. Instructions for preparing this file can be found at the DEPARTMENT CADD Support website as stated above.

- (e) Responsibility: Region Designers/Consultants, Action - When submitting electronic files for advertising, Region or consultant designers must deliver to the DEPARTMENT the design files in the DEPARTMENT's content management system in the established project directory structure. The following files must be included in the submittal: 1) Major design files, including roadway design, structure, striping, signing, signals, and profiles (Microstation format), 2) Existing topography and existing utilities (Microstation format), 3) Existing and proposed surfaces (dtm or dgn format), 4) InRoads alignments (alg or dgn format), templates (itl), roadway designer files (ird or dgn format) and preference files (xin), 5) Configuration and resource files including font and linestyle resource files.
- (f) Placement: Action – Project data must be delivered to the DEPARTMENT in the DEPARTMENT's content management system in the established project directory structure. All documents must be attributed correctly in the system.

The CONSULTANT will be responsible for the accuracy of the translated data.

Technical and Standards support will be provided to the CONSULTANT through the Design and Standards Group of the Project Development Division at the DEPARTMENT. *(Provision revised June 22, 2016.)*

### 37. REQUIREMENTS FOR COMPUTER ELEMENTS:

Hardware, firmware and/or software elements that the CONSULTANT procures, furnishes, licenses, sells, integrates, creates and/or enhances for the LOCAL AUTHORITY and the DEPARTMENT under this contract shall achieve the specific objectives specified in the work plan. These elements shall be free of defects, or "bugs," that would prevent them from achieving the objectives specified in the work plan.

Computer software and applications created and/or enhanced under this contract shall include as deliverables; user instructions, program documentation, program listings, source code and executables in specified compiled formatted files. The program documentation shall include flow charts and detailed treatment of decision algorithms and their technical basis. Appropriate LOCAL AUTHORITY individuals will review "user instructions" and "program documentation" for acceptability. Formal sign-offs will record such events and be part of the project repository. Software development and operating system platforms shall be approved by the LOCAL AUTHORITY and the DEPARTMENT and specified in the work plan. Changes to these platforms shall only be allowed by written authorization by the LOCAL AUTHORITY and the DEPARTMENT.

- 38. **COST PRINCIPLES:** Regardless of the funding source, the costs allowable for reimbursement will be governed by the 2 CFR Part 200 Subpart E and 48 CFR Part 31 Federal Acquisition Regulations (FAR) in compliance with 23 USC § 112(b)(2)(B), as modified by Utah State law, administrative rules, and regulations on contract provisions. *(Provision revised March 18, 2019.)*
- 39. **RIGHT OF WAY SUBMITTAL REQUIREMENTS:** Submission of right of way acquisition packages are required to follow the [UDOT Right of Way ProjectWise Guide](#), as amended, which is incorporated herein by this reference. *(Provision revised August 5, 2020.)*
- 40. **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT:** Pursuant to the Government Records Access and Management Act, Utah Code §§ 63G-2-101 through 63G-2-901, the CONSULTANT understands that if it believes that any records it submits to the DEPARTMENT or the LOCAL AUTHORITY should be considered confidential for business purposes under Utah Code § 63G-2-309, it must attach written notice of that opinion that satisfies the requirements of §§ 63G-2-305 and 309 to the record when it first submits it. The CONSULTANT understands that the DEPARTMENT and the LOCAL AUTHORITY will not treat any such record as confidential absent such written notification. Additionally, the CONSULTANT agrees that neither the State of Utah, the DEPARTMENT, LOCAL AUTHORITY, nor any of their agents or employees are responsible for disclosure of any record that the CONSULTANT considers confidential if either the State Records Committee or a court orders it released.



**41. WORK ACCEPTANCE:**

- (a) All work performed under this contract shall be performed in accordance with Standards, Specifications, Manuals of Instruction, Policies and Procedures established by the DEPARTMENT. All work shall be subject to the approval of the LOCAL AUTHORITY and the DEPARTMENT through its designated representatives. When the work is federally funded, the LOCAL AUTHORITY and the DEPARTMENT will coordinate with the Federal Highway Administration (FHWA) to obtain concurrence in the work.
- (b) Reviews and Quality Assurance: All contracts require a quality control / quality assurance plan and checklist. For design projects specifically, the CONSULTANT shall provide a project specific QC/QA plan that meets or exceeds the DEPARTMENT'S standard QC/QA plan located on the DEPARTMENT web page at [www.udot.utah.gov/go/qcqa](http://www.udot.utah.gov/go/qcqa) which is hereby incorporated by reference into this contract. If the CONSULTANT elects to use its own QC/QA plan, that plan shall, as a minimum, contain the requirements of the DEPARTMENT'S plan and be approved by the DEPARTMENT'S Project Manager. The CONSULTANT will meet all document retention requirements and schedules. *(Provision revised February 12, 2014.)*

**42. GENERAL CONTROL AND INSPECTIONS:** The CONSULTANT shall be represented at progress review meetings as may be scheduled by the LOCAL AUTHORITY or the DEPARTMENT. The CONSULTANT shall accompany LOCAL AUTHORITY or the DEPARTMENT personnel and other representatives on field inspections and at conferences as may be required.

**43. IF THIS CONTRACT IS FOR DESIGN:**

- (a) The design consultant will be retained to answer and clarify any questions on the design during construction. The consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on the CONSULTANT as he needs him. If the work required from the CONSULTANT is due to errors in the design, the CONSULTANT will not be reimbursed. To enhance the communication between the LOCAL AUTHORITY, the DEPARTMENT and Consultants, the LOCAL AUTHORITY and the DEPARTMENT are requiring that the CONSULTANT attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting. These meetings should be included in the detail work plan.
- (b) If the project requires horizontal and vertical control to be established and/or identifying existing surface features to develop a Digital Terrain Model (DTM) for the design of the project, the CONSULTANT will follow the narrative in the *Project Delivery Network* for Task 1B1 Develop Base Mapping/Existing Surface on the DEPARTMENT's website [www.udot.utah.gov/go/pdn](http://www.udot.utah.gov/go/pdn), which is incorporated herein by this reference. *(Provision revised September 30, 2013.)*

**44. IF THIS CONTRACT IS FOR CONSTRUCTION ENGINEERING MANAGEMENT:**

- (a) Construction Administration is defined as administration of any construction project delegated to the CONSULTANT. The CONSULTANT will perform activities for Construction Administration as identified and defined in the DEPARTMENT's *Construction Manual of Instruction and Civil Rights Technical Guide for Resident Engineers*. Deliverables and checklists for the project are based on the construction contract. The CONSULTANT is responsible for required documentation for any item addressed in the Construction contract including but not limited to review and processing of submittals, Civil Rights compliance, subcontract reviews, payment processing, change order processing, and schedule review and compliance.
- (b) The CONSULTANT is required to comply with DEPARTMENT partnering requirements and oversee contractor participation. This includes but is not limited to attending DEPARTMENT training, leading the partnering effort on the project along with the contractor, participating in weekly updates on the partnering website, and monitoring and measuring partnering on the project.

- (c) Construction Engineering Management (CEM) competency requirements – The CONSULTANT performing CEM work will be CEMT certified. Information for certification can be found in the *Guide to Construction Engineering Management Training (CEMT) Certification*.
- (d) Testing Requirements – The CONSULTANT certifies that proposed key personnel meet the minimum qualifications commensurate with the anticipated scope, complexity, and nature of the material test methods performed on the project. The CONSULTANT will perform testing in accordance with the requirements of the Materials Acceptance and Independent Assurance Programs, as outlined in the DEPARTMENT's *Materials Manual of Instruction (MOI)*. The Materials Acceptance Program defines requirements for acceptance and testing. Specific qualification requirements for test methods necessary to meet *Minimum Sampling and Testing Requirements (MS&TR)* are provided in the *UDOT TTQP/WAQTC Registration, Policies, and Information Handbook (RP&IH)*.
- (e) Acceptance and Verification Testing Frequency – The CONSULTANT will perform acceptance and verification testing as defined in the construction contract, which refers to the *Minimum Sampling and Testing Requirements (MS&TR)*. The MS&TR defines the minimum frequencies for materials acceptance and verification. Additional testing may be required or necessary depending on the nature of the work and the performance of the contractor.
- (f) Independent Assurance (IA) Testing – The Independent Assurance Program defines requirements for independent assurance testing, personnel qualifications and laboratory qualifications. Requirements for Independent Assurance testing are outlined in the DEPARTMENT's *Materials MOI* and project level requirements will be performed and documented by the CONSULTANT at the project level. The CONSULTANT will provide documentation for IA test results, personnel qualifications and laboratory qualifications as defined in the *Materials MOI*. All qualifications will be acquired prior to performing any sampling or testing on the project.
- (g) Inspection – Inspection is a combination of the presence of the CONSULTANT, and the documentation of the project's daily activities. The CONSULTANT will perform inspection using competent personnel to ensure the Contractor's compliance with the construction contract. Documentation will include, at a minimum, Inspector's Daily Progress Reports, materials placement inspection reports, measurement and payment information, project visual reviews for items such as traffic control placement and conformance, and other information required by the *Inspectors Guide*.
- (h) Project Audit(s) – The DEPARTMENT may audit the status of any certifications as needed; whether during procurement of services, during contract administration, and/or following project closeout.
- (i) Project Closeout – Project information obtained through contract administration, acceptance and verification testing, and inspection will be collated and reviewed by the CONSULTANT to assure that all of the necessary documents are present to demonstrate compliance with the construction contract. Closeout will be performed in accordance with the comprehensive checklists in the *UDOT Construction MOI* and *Civil Rights Technical Guide for Resident Engineers*.
- (j) The DEPARTMENT's most current version of manuals, guides, and other documents listed in italics above can be found on the UDOT website [www.udot.utah.gov/connect/business/construction-engineering-management/](http://www.udot.utah.gov/connect/business/construction-engineering-management/) or by using the search function using the name of the reference listed. (*Provision revised August 5, 2020.*)

#### 45. **INSPECTION OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS) AND ELECTRICAL CONSTRUCTION:**

In order to ensure complete impartiality in the performance of construction inspection, any consultant engineering companies who are concurrently performing or bidding on ITS or electrical construction work for the LOCAL AUTHORITY or the DEPARTMENT will not be considered eligible to perform construction inspection of ITS or electrical work on any projects as part of a consultant contract.

Consultants who are selected to do ITS or electrical construction inspection as part of a consultant contract will be requested to affirm that they currently are not performing or bidding on any electrical or ITS construction work for LOCAL AUTHORITY or the DEPARTMENT and will not for the duration of the relevant consulting contract.

For the purposes of this provision, ITS or electrical construction is defined as follows:

Work involving the installation or repair of underground electrical conduit, electrical cables, fiber-optic cable, or any other construction work involving 120-volt (or greater) current for which a state electrician's license is required. Field work taking place inside an electrical cabinet, or involving low voltage detection or data circuits, will *not* be considered ITS or electrical construction. Diagnosis, testing, calibration, aiming, resplicing, or repair of low voltage detection circuits, fiber-optic cable, or detection equipment will *not* be considered ITS or electrical construction.

Consultant engineering companies who also perform ITS or electrical construction work under contract to LOCAL AUTHORITY or the DEPARTMENT *will* be eligible to perform the following types of consulting work, provided that the work is on completely different projects, with no possibility for conflict of interest: design work, ITS system integration, software development.

- 46. **NO THIRD-PARTY BENEFICIARIES:** The parties enter into this contract for the sole benefit of the parties, in exclusion of any third party, and no third-party beneficiary is intended or created by the execution of this contract.
- 47. **COORDINATION WITH DEPARTMENT FUNCTIONAL MANAGERS:** In order to ensure programmatic consistency, if the project requires, the CONSULTANT will coordinate decisions with the Region and/or Central Functional Managers in addition to the DEPARTMENT's Project Manager. It is important for consultants to seek input into decisions from the technical experts within the DEPARTMENT.
- 48. **COORDINATION WITH UTAH DEPARTMENT OF TECHNOLOGY SERVICES (DTS):** The CONSULTANT will comply with the Utah Technology Governance Act, Utah Code §§ 63F-1-101 through 63F-2-103.

After execution of the contract, and prior to commencing any information technology (IT) related activities as defined in Utah Code § 63F-1-102, the CONSULTANT will:

- (a) Coordinate with and receive written approval from the DEPARTMENT and the DTS IT Director assigned to the DEPARTMENT, or
- (b) Have previously obtained written approval from the DTS IT Director assigned to the DEPARTMENT for the IT related activities which must be detailed in the Scope of Work and included in the terms of this base contract.

In addition, the DEPARTMENT will not consider modifying this contract to include or alter IT elements without coordination and written approval from the DTS IT Director assigned to the DEPARTMENT.

- 49. **CONSULTANT JOB VACANCIES:** CONSULTANT agrees, for the duration of the contract, to provide CONSULTANT'S name, contact information, and information about CONSULTANT's job vacancies on the PROJECT to the Utah Department of Workforce Services to facilitate job inquiries by the public pursuant to Utah Code Sections 63G-6a-107.7(4) and 35A-2-203(5)(b). This requirement does not apply when CONSULTANT fills a vacancy with a current employee and does not preclude CONSULTANT from advertising job openings in other forums throughout the state. *(Provision added September 28, 2020.)*
- 50. **USE OF STATE SEAL AND DEPARTMENT LOGO:** The CONSULTANT will not misrepresent their employees as State of Utah employees. The CONSULTANT will not use the Utah State Seal or DEPARTMENT logo on business cards for their employees nor use Utah or DEPARTMENT letterhead on correspondence signed by their employees with the following exception: the CONSULTANT may incorporate the DEPARTMENT logo on their business cards stating, "In partnership with UDOT" in addition to the CONSULTANT'S own logo. The CONSULTANT may prepare correspondence for the approval and signature of appropriate State of Utah employees.

**51. ASSIGNMENT OF ANTITRUST CLAIMS:** The CONSULTANT and the DEPARTMENT recognize that in actual economic practice, overcharges by the CONSULTANT'S suppliers resulting from violations of state or federal antitrust laws are in fact borne by the LOCAL AUTHORITY. As part of the consideration for the award of the Contract, and intending to be legally bound, the CONSULTANT assigns to the LOCAL AUTHORITY and the DEPARTMENT and the state of Utah all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract. *(Provision added June 22, 2016.)*

**52. DUTIES OF THE LOCAL AUTHORITY AND THE DEPARTMENT:**

- (a)** Guarantee Access: The LOCAL AUTHORITY or the DEPARTMENT shall guarantee access to and make all provisions for the CONSULTANT to enter upon all lands, both public and private which in the judgment of the parties hereto are necessary to carry out such work as may be required.
- (b)** Prompt Consideration: The LOCAL AUTHORITY and the DEPARTMENT shall give prompt consideration to all reports, plans, proposals and other documents presented by the CONSULTANT.
- (c)** Documents: The DEPARTMENT shall furnish Standards, Specifications, Manuals of Instruction, Policies and Procedures, and other available information, including any material previously prepared for this work. Specific materials related to this contract that will be furnished by the LOCAL AUTHORITY and the DEPARTMENT.
- (d)** Services: The LOCAL AUTHORITY and the DEPARTMENT will perform standard services relating to this contract.

**SERVICES PROVIDED BY THE CONSULTANT****1. SCOPE SUMMARY:**

This is the contract for Santaquin's active transportation plan. The consultant will create a concept that provides a plan for the future of active transportation in the city. The concept will be overseen by UDOT

**2. SCOPE DOCUMENTS:**

Following are the scope items contained in this attachment:

- (a) Approval Memo
  - (b) Executive Summary
  - (c) Detailed Work Plan
  - (d) Personnel/Staffing Plan
  - (e) Schedule
- (1) Completion: All work shall be completed by [October 31, 2021](#). If additional time is required beyond the Scope of Work Completion Date, the CONSULTANT shall submit a "Contract Date Extension Modification" to the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager for approval and processing.
  - (2) Contract Period: The contract will terminate [October 31, 2022](#), unless otherwise extended or canceled in accordance with the terms and conditions of this contract.



# UDOT Consultant Services

## Contract Approval Memo

Memo Printed on: March 22, 2021 5:11 PM



**PM Approval Date:** [March 22, 2021](#)

**UDOT PM:** Kathrine A Johnson

The Project Manager has reviewed and approved the contract/modification consultant documents: Executive Summary, Work Plan, Staffing Plan, Work Schedule, and Cost Proposal.

### PROJECT INFORMATION

**PIN:** 18997  
**Project No.:** F-FR399(361)  
**Job/Proj:** 5575815D  
**PIN Description:** Santaquin Active Transportation Plan

### CONTRACT INFORMATION

**CS Admin:** Michael R. Butler (Acting as UDOT)  
**Contract No.:** New Consultant Work for Active Transportation Plan  
**Mod No.:**  
**SOW Completion Date:** [October 31, 2021](#)  
**Contract/Mod Amount:** [\\$47,421.93](#)  
**Fee Type:** COST PLUS FIXED FEE  
**Selection Method:** GE / LG POOL SMALL PURCHASE  
**Period:** 2019-2022 GE POOL  
**Phase:** PRELIMINARY ENGINEERING  
**Disciplines:** PLANNING

### CONTACTS

Consultant	Local Government
PARAMETRIX CONSULT., INC.	Santaquin City
Kai Tohinaka	Jason Bond
1019 39TH AVE SE, STE 100	45 W 100 S
PUYALLUP, WA 98374	SANTAQUIN, UT 84655 ,
	(801) 754-1011
	JBOND@SANTAQUIN.ORG



Michael Butler <michaelbutler@utah.gov>

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## Local Government Approval ~ Project No. F-FR399(361) / PIN 18997

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**Jason Bond** <JBond@santaquin.org>

Wed, Mar 31, 2021 at 1:47 PM

To: Michael Butler <michaelbutler@utah.gov>

Cc: Kathrine Johnson <kathrinejohnson@utah.gov>, "ktohinaka@parametrix.com" <ktohinaka@parametrix.com>

Mike,

We are good with the contract and acknowledge that the limit is sufficient.

I will be the only signer for the contract. However, there is one correction that needs to be made. The physical address needs to be updated to "275 West Main Street, Santaquin, UT 84655".

I think that is all of the information that you requested. Let me know if you need anything more.

Thanks.

**Jason Bond**

*Community Development Director*

[jbond@santaquin.org](mailto:jbond@santaquin.org)

275 West Main Street

Santaquin, UT 84655

Office (801) 754-1011

Direct (801) 754-1923



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**From:** Michael Butler <michaelbutler@utah.gov>

**Sent:** Wednesday, March 31, 2021 12:47 PM

**To:** Jason Bond <JBond@santaquin.org>

**Cc:** Kathrine Johnson <kathrinejohnson@utah.gov>; ktohinaka@parametrix.com

**Subject:** Re: Local Government Approval ~ Project No. F-FR399(361) / PIN 18997

Jason,

Good afternoon. Have you had a chance to look into being able to respond to this request? Thanks

Mike

**Mike Butler**

(Consultant)

[michaelbutler@utah.gov](mailto:michaelbutler@utah.gov)

801-815-4367 cell (Text message are great too)

## PRIVACY NOTICE

Notice: This email may contain confidential information protected from disclosure by the Government Records and Management Act, Utah Code § 63G-2-101 through 901, or other applicable law. If you are not the intended recipient, please contact the sender so that confidentiality may be maintained. Only information visible in this message or attachments, and not, for example, metadata, is intended to be reviewed or used.

On Mon, Mar 22, 2021 at 5:16 PM Michael Butler <[michaelbutler@utah.gov](mailto:michaelbutler@utah.gov)> wrote:

Re: Project No. F-FR399(361)  
Santaquin Active Transportation Plan  
PIN No. 18997  
Consultant PARAMETRIX CONSULT., INC.  
Contract No. NEW - Consultant Work for Active Transportation Plan

Jason,

I have received the necessary documents from Parametrix to put the subject contract together .

Before the contract can be compiled, we request that you please review the attached document and reply to this email stating that Santaquin City is aware of the scope, schedule and budget as negotiated by the Consultant for this contract and presented by the UDOT PM. Once that approval is received, I will have the contract sent out for signatures and final review before it is executed.

Please also acknowledge Santaquin City is aware of UDOT's contract limits for pool contracts. The limit for the total contract amount is \$250,000.00 for the life of the contract, including any and all future modifications.

**A simple email back that you are okay with the contract AND you understand the limits is sufficient. Please acknowledge both requirements in the reply email.**

**Alternatively, you may simply sign and return the attached document.**



**UDOT CMS Contract Executive Summary**

Contract Number:	NEW	Mod:		Project Number:	F-FR399(361)	PIN:	18997
UDOT Primary Contact:	Kathrine A Johnson						
PIN Description:	Santaquin Active Transportation Plan						

**Brief Description**

The Santaquin Active Transportation plan will be completed by a team comprised of Parametrix professional planners and engineers through the following scope of work. The work will be completed through four tasks over an eight-month schedule.

Scope of Work

1. Project kickoff/coordination/project management
2. Analysis
3. Recommendations
4. Adoption

**Project Team**

Parametrix is prime, no subs

**Assumptions**

Project is fully scoped

**Phasing**

Single Phase

**Fee Type**

Cost plus fixed fee

**UDOT CMS Contract Work Plan**

Contract Number:	NEW	Mod:		Project Number:	F-FR399(361)	PIN:	18997
UDOT Primary Contact:	Kathrine A Johnson						
PIN Description:	Santaquin Active Transportation Plan						

**Activity: 50C - CONCEPT KICKOFF**

**PROJECT KICKOFF/COORDINATION**

The consultant team will work with city staff to start the project through a series of tasks including a kick-off meeting, a data request, and the formulation of a project management team. The project management team will consist of city staff, the UDOT project manager, and the consultant team. Additionally, the project team will meet three times over the course of the project with a larger group, consisting of the planning commission and other identified individuals. The purpose of this meeting will be to discuss the direction of the plan, communicate our progress, and discuss other topics as necessary.

**Tasks:**

- Kick-off meeting
- Monthly coordination meetings
- Monthly progress reports and invoices
- Three planning commission group meetings

**Activity: 54C - DEVELOP CONCEPT PLANS**

**ANALYSIS**

The team will review and catalog all existing relevant plans and studies, and inventory existing facilities. Existing activity and travel patterns will be assessed utilizing STRAVA datasets and pedestrian crossing actuations. Onsite field visits on foot and by bike will be used to assess existing facilities, experience routes to and from key origins and destinations, and gauge user experience throughout the cities. Essential to this task will be a gaps and connectivity analysis, which will evaluate access to activity centers in the area. Utilizing walk and bike shed analyses, the project team will be able to quantify connectivity and identify key gaps and barriers throughout. Additionally, a safety analysis will be performed to look at historical non-motorized crash trends and identify safety hot spots.

**Tasks/Deliverables:**

- Review existing relevant documents
- Field visits
- Existing facility inventory
- Activity and safety analysis for pedestrians and bicyclists
- Gaps and connectivity analysis
- **Existing conditions memo**
- **Findings/needs/gaps memo**

**Activity: 70C - DETERMINE MISCELLANEOUS CONCEPT**

## RECOMMENDATIONS

Plan recommendations will be developed based on the analysis described above and input from the project management team. Projects will be identified and assigned facility types. Planning level cost estimates will be developed for each project and then prioritized based on up to five sets of criteria with input from the management team. These tasks and the previous work completed will be summarized in a draft document to be submitted to the management team for one internal review.

### Tasks/Deliverables:

- Project Identification
- Facility Types/cross-sections
- Prioritization
- Documentation
- **Prioritized project list**
- **Cost estimates**
- **Draft Report**

### Activity: 74C - FINAL CONCEPT REPORT

## ADOPTION

The team will work to finalize the draft report after review and revision from the project management team. Additionally, our team plans on presenting before the planning commission and city council. This summary presentation will be made available to the staff for further communications to the public, planning commission, and city council. Additional revisions will be made to final deliverables after city council if necessary.

### Tasks/Deliverables:

- **Final report**
- Planning commission and city council meeting presentation
- **Presentation materials**

## UDOT CMS Staffing Plan

<b>Contract Number:</b>	NEW	<b>Mod:</b>		<b>Project Number:</b>	F-FR399(361)	<b>PIN:</b>	18997
<b>UDOT Primary Contact:</b>	Kathrine A Johnson						
<b>PIN Description:</b>	Santaquin Active Transportation Plan						

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date	Key
KEESLAR, VERN	SENIOR CONSULTANT	MASTERS/AICP		8	\$60.70	\$60.70	NTP	
SHIELDS, GABRIEL	ENGINEER IV	BACHELORS	UT-10310506-2202	40	\$50.63	\$50.63	NTP	
TOHINAKA, KAI	PLANNER IV	MASTERS/AICP		146	\$41.39	\$41.39	NTP	Y
SOILEAU, VICTORIA	SENIOR PROJECT ACCOUNTANT	ASSOCIATES		8	\$40.17	\$40.17	NTP	
KIRKHAM, CHRISTIAN	PLANNER	MASTERS		108	\$31.44	\$31.44	NTP	
BAKER, MICHAEL	PLANNER II	BACHELORS		92	\$30.26	\$30.26	NTP	
ROSE, JEN	OFFICE ADMINISTRATOR	HS DIPLOMA		8	\$28.86	\$28.86	NTP	
Total Hours for PARAMETRIX CONSULT., INC.:				410				

	2021						
	MAR	APR	MAY	JUN	JUL	AUG	SEP
<b>Project Kick-Off/Coordination</b>							
Hold Kick-off Meeting							
City Coordination							
Planning Commission Group Meetings							
<b>Analysis</b>							
Evaluate Existing Conditions			Memo				
Review Documents/Resources							
Conduct Data Collection							
Identify Needs and Gaps					Memo		
<b>Recommendations</b>							
Project Identification							
Facility Types & Cost Estimates							
Prioritization							
Documentation							Draft Report
<b>Adoption</b>							
Prepare Draft Report							
Prepare Final Report							
Presentation/Adoption							



## FEES

**COST PLUS A FIXED FEE  
WITH FIXED TOTAL ADDITIVE RATE**

1. **COST PLUS A FIXED FEE:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the LOCAL AUTHORITY agrees to pay the CONSULTANT for the actual allowable cost and the FIXED additives plus a fixed fee. Overhead rates have been reviewed, approved, and are limited to the costs which are allowable under 2 CFR Part 200 Subpart E Cost Principles and 48 CFR Part 31 Federal Acquisition Regulations (FAR) in compliance with 23 USC § 112(b)(2)(B), as modified by Utah State law, administrative rules, regulations, or contract provisions.

The contract cost includes direct labor expense, payroll additives; indirect costs and other direct non-salary costs as outlined below.

Guest meals (meals paid by a consultant or a consultant's employee for someone other than his/her self) shall not be eligible for reimbursement unless previously approved in writing by the DEPARTMENT Project Manager and the LOCAL AUTHORITY.

- (a) The direct labor expense is the actual salary expense for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this contract. The payroll additives and indirect costs are FIXED as 178.68% of the direct salary expense.
- (b) If necessary and DEPARTMENT approved, any additional direct expenses incurred in fulfilling the terms of this contract, including but not limited to travel and lodging, reproduction, telephone, equipment, supplies and fees of outside CONSULTANTS or sub-consultants will be reimbursed at actual costs.

If the CONSULTANT'S normal accounting practice is to include some of these costs as indirect expenses, then this contract will be consistent with that practice. These types of costs must be disclosed as part of your accounting practices and in conformance to Federal Cost Principles.

- (c) The fixed fee has been determined and agreed upon as 10.50% of the combined estimated direct labor and the Overhead amount, which represents the CONSULTANT'S profit of \$4,472.73. The fixed fee percentage is not a floating percent and should not be billed as a percent of labor. Rather, the fixed fee payment will be prorated and paid regularly in proportion to the percentage of work completed as reflected by the periodic invoices; that is, on the same ratio as the invoice cost bears to the originally estimated total for CONSULTANT'S actual cost which is the maximum amount payable minus the fixed fee. Any portion of the fixed fee payment not previously paid in the periodic payment will be covered in the final payment.

Overruns in the costs of the work do not warrant an increase in the fixed fee, but significant changes to the Scope of Work may require adjustment of the fixed fee in the contract as evidenced by a contract modification. *(Provision revised March 18, 2019.)*

- 2. **MODIFICATIONS:** In the event the LOCAL AUTHORITY requires changes of services which materially affect the scope or work plan, with a resulting material increase in cost to the CONSULTANT, a contract modification for additional compensation and time for completion shall be entered into by the parties hereto prior to making such change. Any such work done without prior LOCAL AUTHORITY and the DEPARTMENT agreement shall be deemed ineligible for reimbursement by the DEPARTMENT. The LOCAL AUTHORITY will not entertain requests or claims for reimbursement and remuneration unless written approval is given prior to performance of the work.
- 3. **PROGRESS PAYMENTS:** Progress payments are based upon the approved percentage of work completed and are made pursuant to certified invoices received.
- 4. **INVOICES:** The CONSULTANT will submit monthly payment requests promptly and no later than 45 calendar days after each monthly billing cycle. Invoices are to reflect charges as they apply to the appropriate contract, project, and account number, and must be certified and executed by an official

legally authorized to bind the firm. The invoice must be substantiated with appropriate supporting documentation such as time sheets, labor reports, or cost accounting system print-out of employee time, receipts for direct expenses, and subconsultant invoices and supporting documentation that is reviewed and approved by the DEPARTMENT'S Project Manager and subject to final approval by the DEPARTMENT'S Comptroller's Office. The DEPARTMENT will make undisputed payments no later than 30-days after receiving CONSULTANT's invoices and progress reports for services performed. If an invoice is incorrect, defective, or otherwise improper, the DEPARTMENT will notify CONSULTANT within 15 days of discovering the error(s). After the DEPARTMENT receives the corrected invoice, the DEPARTMENT will pay CONSULTANT within 30-days of receiving such invoice.

Payment requests for services performed on or before the last day of the Utah fiscal year (June 30), must be submitted no later than 30 calendar days after the billing cycle, see Utah Code Ann. § 63J-1-601.

The CONSULTANT acknowledges untimely billing may adversely affect the LOCAL AUTHORITY and the DEPARTMENT due to federal funding requirements in 41 CFR § 105 – 71.123, and/or the state fiscal constraints imposed upon it as a department of state government by the Budgetary Procedures Act, Utah Code Ann. § 63J-1-101 et seq. The CONSULTANT waives payment, and waives the right to bring action in law or in equity to recover payment for services, for any and all payment requests the DEPARTMENT does not receive from the CONSULTANT within the timeframe provided under this contract. *(Provision revised June 22, 2016.)*

5. **FINAL PAYMENT:** Final invoice payment will be released only after all materials and services associated with this contract have been reviewed and approved by the DEPARTMENT'S Project Manager and finalized by the DEPARTMENT'S Comptroller's Office. The final invoice payment will not be released until a project evaluation form has been completed by the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager and submitted to Consultant Services and the Comptroller's Office.

The DEPARTMENT'S Project Managers and the Comptroller's Office have the right to hold the final payment on certain projects when design and construction are performed by two separate Consultants or if there is a potential possibility of a design or construction error. The DEPARTMENT Comptroller's Office also has the right to hold the final invoice payment until the final audit is complete upon the request of the DEPARTMENT Project Manager. The DEPARTMENT Comptroller's Office also has the right to hold the final invoice payment until the final audit is complete upon the request of the DEPARTMENT Project Manager.

6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract shall not exceed \$47,421.93 Contract overruns will not be paid.
7. **COST PROPOSAL:** The overhead rate shown in the CONSULTANT'S and/or sub-consultant's cost proposal has been determined and agreed upon by the parties and is included in this contract. The CONSULTANT will invoice the DEPARTMENT using the actual Wage Rates, FIXED Overhead, prorated Fixed Fee, and any additional Direct Costs. Invoices submitted to the DEPARTMENT must reflect the staffing plan and associated hourly wage rates, labor hours used, and other costs submitted in the CONSULTANT cost proposal.

The Cost Proposal for the CONSULTANT and/or sub-consultant, if applicable, may be found in the following pages of Attachment D of this contract.



## UDOT CMS Cost Proposal

<b>Contract Number:</b>	NEW	<b>Mod:</b>		<b>Project Number:</b>	F-FR399(361)	<b>PIN:</b>	18997
<b>UDOT Primary Contact:</b>	Kathrine A Johnson						
<b>PIN Description:</b>	Santaquin Active Transportation Plan						

Labor Costs				
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
BAKER, MICHAEL	PLANNER II	92	\$30.26	\$2,783.92
KEESLAR, VERN	SENIOR CONSULTANT	8	\$60.70	\$485.60
KIRKHAM, CHRISTIAN	PLANNER	108	\$31.44	\$3,395.52
ROSE, JEN	OFFICE ADMINISTRATOR	8	\$28.86	\$230.88
SHIELDS, GABRIEL	ENGINEER IV	40	\$50.63	\$2,025.20
SOILEAU, VICTORIA	SENIOR PROJECT ACCOUNTANT	8	\$40.17	\$321.36
TOHINAKA, KAI	PLANNER IV	146	\$41.39	\$6,042.94
Total Hours:		410		
Total Direct Labor:				\$15,285.42
Overhead:			178.68%	\$27,311.98
Total Direct Labor plus Overhead:				\$42,597.40
Fixed Fee:			10.50%	\$4,472.73
Burdened Labor Cost:				\$47,070.13
Other Direct Charges				
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
FCCM RATE (0.0047)	UNIT	71.8	\$1.000	\$71.80
PERSONAL VEHICLE MILEAGE 2021	MILE	500.0	\$0.560	\$280.00
Total Other Direct Charges:				\$351.80
Total Contract Cost:				\$47,421.93

## UDOT CMS Hours Derivation

<b>Contract Number:</b>	NEW	<b>Mod:</b>		<b>Project Number:</b>	F-FR399(361)	<b>PIN:</b>	18997
<b>UDOT Primary Contact:</b>	Kathrine A Johnson						
<b>PIN Description:</b>	Santaquin Active Transportation Plan						

Employee Name	50C	54C	70C	74C												Total
KEESLAR, VERN	0	0	0	8												8
SHIELDS, GABRIEL	0	0	40	0												40
TOHINAKA, KAI	32	32	48	34												146
SOILEAU, VICTORIA	0	0	0	8												8
KIRKHAM, CHRISTIAN	24	32	40	12												108
BAKER, MICHAEL	12	32	40	8												92
ROSE, JEN	0	0	0	8												8

UDOT CMS Hours Derivation

Contract Number:	NEW	Mod:		Project Number:	F-FR399(361)	PIN:	18997
UDOT Primary Contact:	Kathrine A Johnson						
PIN Description:	Santaquin Active Transportation Plan						

	50C	54C	70C	74C												Total
Firm Activity Totals:	68	96	168	78												410
	50C	54C	70C	74C												Total
Transaction Activity Totals:	68	96	168	78												410

**Insurance**

As stated in Attachment B - Standard Terms and Conditions, services to be provided by the CONSULTANT under this contract are required to be covered by insurance. Insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the DEPARTMENT.

Insurance	Full Waiver	Aggregate Waiver	Expiration Date	Insurance Carrier	Policy Number	Each Occurrence Limit	General Aggregate Limit	Additional Endorsement
AUTOMOBILE LIABILITY	N	N	11/1/2021	VALLEY FORGE INS CO	6050531352	\$1,000,000	\$0	N
EXCESS/UMBRELLA LIABILITY	N	N	11/1/2021	CONTINENTAL INSURANCE CO	6050531433	\$15,000,000	\$15,000,000	N
GENERAL LIABILITY	N	N	11/1/2021	NATIONAL FIRE INS CO OF HARTFO	6050531366	\$1,000,000	\$2,000,000	Y
QUALIFIED HEALTH COVERAGE	N	N	10/24/2020	XXXXX	XXXX	\$0	\$0	N
PROFESSIONAL LIABILITY	N	N	11/1/2021	XL SPECIALTY INSURANCE CO	DPR 9967689	\$3,000,000	\$3,000,000	N
WORKERS COMPENSATION	N	N	11/1/2021	AMERICAN CASUALTY CO/READING	6050531383/6050531402	\$1,000,000	\$0	N

## SCOPE OF WORK

### UDOT Region 3 Santaquin Active Transportation Plan

#### INTRODUCTION

The Santaquin Active Transportation plan will be completed by a team comprised of Parametrix professional planners and engineers through the following scope of work. The work will be completed through four tasks over an eight-month schedule.

##### Scope of Work

1. Project kickoff/coordination/project management
2. Analysis
3. Recommendations
4. Adoption

#### PROJECT KICKOFF/COORDINATION

The consultant team will work with city staff to start the project through a series of tasks including a kick-off meeting, a data request, and the formulation of a project management team. The project management team will consist of city staff, the UDOT project manager, and the consultant team. Additionally, the project team will meet three times over the course of the project with a larger group, consisting of the planning commission and other identified individuals. The purpose of this meeting will be to discuss the direction of the plan, communicate our progress, and discuss other topics as necessary.

##### Tasks:

- Kick-off meeting
- Monthly coordination meetings
- Monthly progress reports and invoices
- Three planning commission group meetings

#### ANALYSIS

The team will review and catalog all existing relevant plans and studies, and inventory existing facilities. Existing activity and travel patterns will be assessed utilizing STRAVA datasets and pedestrian crossing actuations. Onsite field visits on foot and by bike will be used to assess existing facilities, experience routes to and from key origins and destinations, and gauge user experience throughout the cities. Essential to this task will be a gaps and connectivity analysis, which will evaluate access to activity centers in the area. Utilizing walk and bike shed analyses, the project team will be able to quantify connectivity and identify key gaps and barriers throughout.

Additionally, a safety analysis will be performed to look at historical non-motorized crash trends and identify safety hot spots.

**Tasks/Deliverables:**

- Review existing relevant documents
- Field visits
- Existing facility inventory
- Activity and safety analysis for pedestrians and bicyclists
- Gaps and connectivity analysis
- **Existing conditions memo**
- **Findings/needs/gaps memo**

## RECOMMENDATIONS

Plan recommendations will be developed based on the analysis described above and input from the project management team. Projects will be identified and assigned facility types. Planning level cost estimates will be developed for each project and then prioritized based on up to five sets of criteria with input from the management team. These tasks and the previous work completed will be summarized in a draft document to be submitted to the management team for one internal review.

**Tasks/Deliverables:**

- Project Identification
- Facility Types/cross-sections
- Prioritization
- Documentation
- **Prioritized project list**
- **Cost estimates**
- **Draft Report**

## ADOPTION

The team will work to finalize the draft report after review and revision from the project management team. Additionally, our team plans on presenting before the planning commission and city council. This summary presentation will be made available to the staff for further communications to the public, planning commission, and city council. Additional revisions will be made to final deliverables after city council if necessary.

**Tasks/Deliverables:**

- **Final report**
- Planning commission and city council meeting presentation
- **Presentation materials**

## SCHEDULE AND COST

The following two figures detail the anticipated schedule and fee. The schedule assumes a March 1st notice to proceed, and the budget is not to exceed \$47,500 unless a change in scope requires it.

	2021							
	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
<b>Project Kick-Off/Coordination</b>								
Hold Kick-off Meeting								
City Coordination								
Planning Commission Group Meetings								
<b>Analysis</b>								
Evaluate Existing Conditions			Memo					
Review Documents/Resources								
Conduct Data Collection								
Identify Needs and Gaps					Memo			
<b>Recommendations</b>								
Project Identification								
Facility Types & Cost Estimates								
Prioritization								
Documentation							Draft Report	
<b>Adoption</b>								
Prepare Draft Report								
Prepare Final Report								Final Report
Presentation/Adoption								Presentation Materials

	Person	Kai Tohinaka	Gabriel Sheilds	Michael Baker	Christian Kirkham	Vern Keeslar	Vickie Soileau	Jen Rose	TOTAL HOURS	TOTAL COST
	Role	Project Manager	Engineer	Planner	Planner	QC	Sr Accountant	Office Support		
Task	Description	\$41.39	\$50.63	\$30.26	\$31.44	\$60.70	\$40.17	\$28.86		
	<b>Total Labor</b>	<b>146</b>	<b>40</b>	<b>92</b>	<b>108</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>410</b>	<b>\$ 15,285.42</b>
1	Project Kick-Off/Coordination	32		12	24				68	\$ 2,442.16
2	Analysis	32		32	32				96	\$ 3,298.88
3	Recommendations	48	40	40	40				168	\$ 6,479.92
4	Adoption, PM & Admin	34		8	12	8	8	8	78	\$ 3,064.46
	<b>Overhead</b>	1.7868								<b>\$ 27,311.98</b>
	<b>Profit</b>	0.105								<b>\$ 4,472.73</b>
	<b>Direct Costs - Mileage</b>	(assumed 500 miles at \$0.56 per mile)								<b>\$ 280.00</b>
	<b>FCCM</b>	(approved rate of 0.47% on direct labor only)								<b>\$ 71.80</b>
	<b>Total Cost</b>									<b>\$ 47,421.93</b>



## MEMORANDUM

To: Santaquin City Mayor & Council  
From: Benjamin A. Reeves, Santaquin City Manager  
Date: April 6, 2021  
Subject: Planning of the West Wing of the New City Hall

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Mayor & Council,

During your March 2<sup>nd</sup> Work Meeting, the council discussed the future uses for the west wing of the new city hall. One of the options discussed was the possibility of exploring the use of this space for a new city library. After discussing this possible use with architects and contractors, it was determined that it may be very beneficial to conduct a conceptual level (very high level) design for a new library to ensure that the space that we are about to construct would not need any future modifications or expensive change orders to support said use. *(If this area is used for office space, future offices could easily be configured without the need for change orders).*

Concurrently, the Library and Community Services staff also felt that it would be beneficial for them to engage the services of an architect for a conceptual design that would give them the professional materials they need to begin a process of soliciting donations from potential benefactors and/or for grant applications.

To begin the effort, our library staff has been conversing with their peers from across the county about essential aspects that should be included in a new facility as well as those items which they wish they did not have in their facilities *(e.g. a grand staircase in the middle of the facility, which on the surface provides great access, but in practice creates a very noisy play area for children which is disruptive the other library patrons).*

From these ideas and hand drawn sketch (attached), our staff reached out to CRSA Architects to obtain an estimate to create a conceptual design and professional rendering materials. *(Note: CRSA is well known and respected for the many libraries they have designed throughout the State of Utah).*

Initially, CRSA provided a ballpark estimate of \$25,000 for a conceptual design. However, since all of the structural, mechanical, electrical, plumbing, etc. fall under our existing facility design, their conceptual work would be very limited in scope to defining possible library uses within a predefined space and designing the interior to the facility accordingly. As such, CRSA has lowered their estimate to \$7,000 (\$12,000 work estimate with a \$5,000 discount).



The current fund balance in the Library Fund (as of 3/31/2021) is \$16,759.59. The Community Services and Library Staff would like to request the city council's authorization to utilize their reserve funds to authorize CRSA Architects to complete a conceptual design for this space.

It is their belief that even if this space is not used as a city library, the work performed by CRSA would not be a waste. Rather it would provide a solid conceptual design that could be used for alternative locations and/or to seek out additional funding from grant or donated sources.

Furthermore, an upfront investment for this conceptual design could save the city significant costs from possible redesigns or construction change orders.

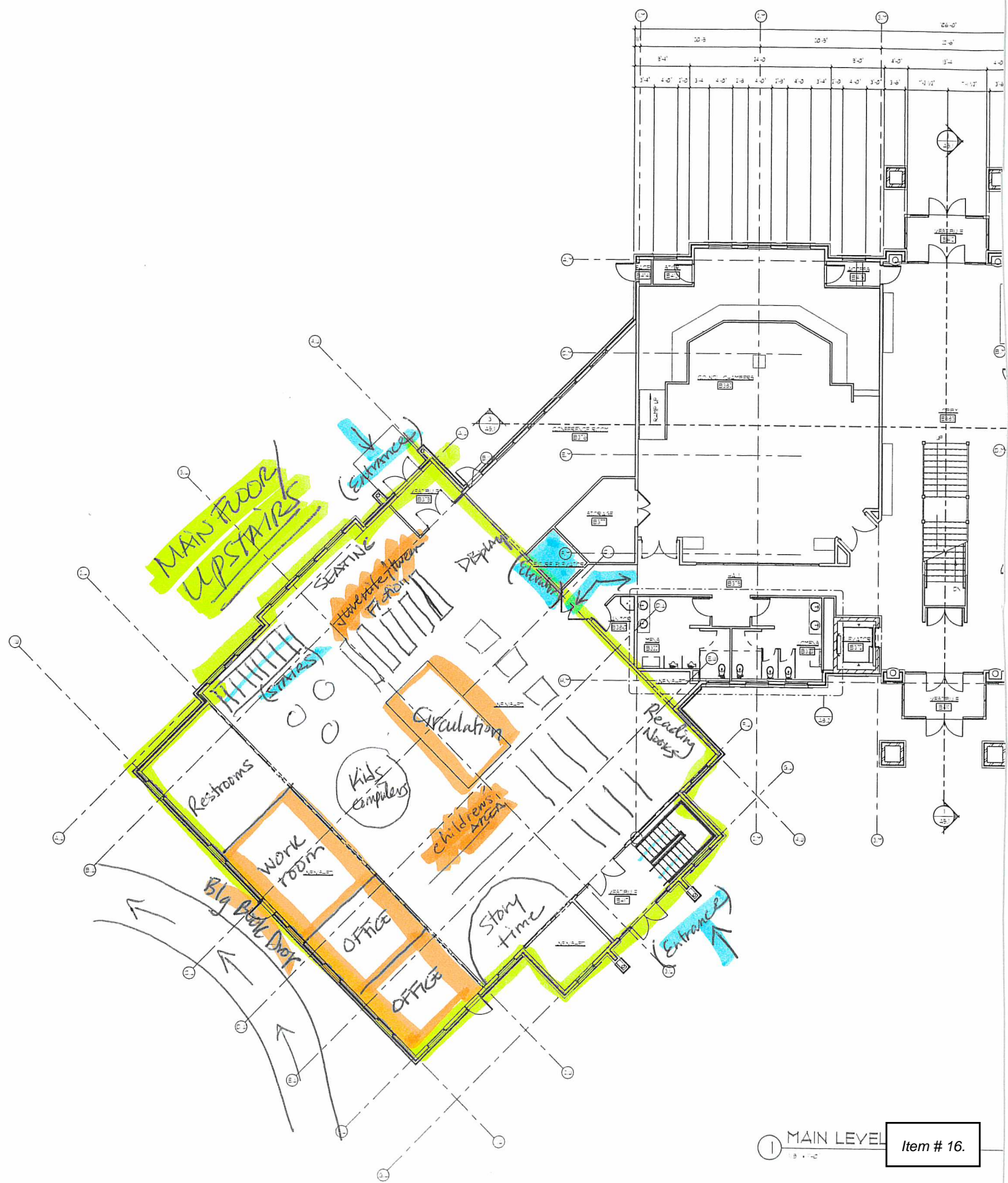
For questions, please contact John Bradley, Community Services Director or Jennifer Wagner, Librarian

Santaquin Library TI Study

Planning and Preliminary Design

CRSA

	CRSA PIC	CRSA PA	CRSA Staff	Cost Estimating		Apr				May		
	\$ 215	\$ 155	\$ 125	\$ 150		4/4	4/11	4/18	4/25	5/2	5/9	5/16
						1	2	3	4	5	6	7
<b>Data Gathering   Analysis</b>	<b>\$ 1,505</b>	<b>\$ 1,085</b>	<b>\$ 1,000</b>	<b>\$ -</b>	<b>\$ 3,590</b>							
Project Launch (1 virtual meeting)	2	2	0	0								
Information Request + Review	1	1	2	0								
Translate Existing Building Drawings to REVIT	0	0	2	0								
Meeting to Library Input and Data (1 virtual meeting)	2	2	2	0								
Program Goals & Priorities (1 virtual meeting)	2	2	2	0								
Total hrs	7	7	8	0								
<b>Preliminary Floor Plans &amp; Layout</b>	<b>\$ 860</b>	<b>\$ 1,550</b>	<b>\$ 3,000</b>	<b>\$ -</b>	<b>\$ 5,410</b>							
Floor Plan Development and Refinement	2	5	12	0								
Conceptual Design (1 virtual meeting)	2	5	12	0								
Total hrs	4	10	24	0								
<b>Cost Estimating</b>	<b>\$ 215</b>	<b>\$ 620</b>	<b>\$ 500</b>	<b>\$ 1,665</b>	<b>\$ 3,000</b>							
Cost Estimate for Selected Option	0	2	0	11								
Final Reporting and Meeting Facilitation	1	2	4	0								
Total hrs	1	4	4	11								
Hrs	12	21	36	11								
Fee by consultant	\$ 2,580	\$ 3,255	\$ 4,500	\$ 1,665								
<b>Total Fee</b>					<b>\$ 12,000</b>							
Discounts					<b>\$ (5,000)</b>							
<b>Consulting Fee (less discounts)</b>					<b>\$ 7,000</b>							







## Conceptual Pictures:



Lounge – Reading Area



**Computer Spaces**





**Maker Spaces**



**Study Rooms**