



CITY COUNCIL REGULAR MEETING

Tuesday, March 05, 2024, at 5:00 PM
Council Chambers at City Hall Building and Online
110 S. Center Street, Santaquin, UT 84655

MEETINGS HELD IN PERSON & ONLINE

The public is invited to participate as outlined below:

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

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

AGENDA

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION / INSPIRATIONAL THOUGHT

DECLARATION OF POTENTIAL CONFLICTS OF INTEREST

CONSENT AGENDA (MINUTES, BILLS, ITEMS)

Minutes

- [1.](#) 02-20-2024 City Council Work Session Minutes
- [2.](#) 02-20-2024 City Council Regular Meeting Minutes

Bills

- [3.](#) City Expenditures from 02/17/2024 to 02/29/2024 in the amount of \$366,671.88

Discussion & Possible Action

- [4.](#) Discussion & Possible Action: Expend Miss Santaquin Float Balance Funds
- [5.](#) Discussion & Possible Action: Ratify Award of Museum Bat Removal and Clean Up

PUBLIC FORUM

BUILDING PERMIT & BUSINESS LICENSE REPORT

NEW BUSINESS

Resolutions

- [6.](#) Resolution 03-01-2024 - Sutherland Deferral Agreement

CONVENE OF THE SANTAQUIN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

- 7. Resolution 03-01-2024 CDA - Approval of Addendum #1 to the Santaquin Peaks, LLC Real Estate Purchase Agreement

RECONVENE OF THE REGULAR CITY COUNCIL MEETING

REPORTS BY MAYOR AND COUNCIL MEMBERS

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

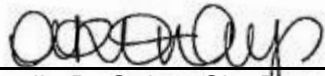
EXECUTIVE SESSION (May be called to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property)

ADJOURNMENT

CERTIFICATE OF MAILING/POSTING

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

BY:



Amalie R. Ottley, City Recorder



CITY COUNCIL WORK SESSION MEETING

Tuesday, February 20, 2024, at 5:30 PM
Court Room/Council Chambers (2nd floor) and Online

MINUTES

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

ROLL CALL

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

Others present included Emergency Manager Chris Lindquist, City Manager Norm Beagley, Assistant City Manager Jason Bond, Finance Director Shannon Hoffman, and City Recorder Amalie Ottley.

Various members of the public attended the meeting.

PLEDGE OF ALLEGIANCE

Councilor Mecham led the Pledge of Allegiance.

INVOCATION/INSPIRATIONAL THOUGHT

Manager Beagley offered an invocation.

DISCUSSION ITEMS

1. Emergency Management Discussion with City Emergency Manager Chris Lindquist

Emergency Manager Chris Lindquist made a presentation to the City Council updating them on the city's Emergency Management system. He discussed vulnerabilities, plans, and progress. He also discussed his responsibilities that include writing and applying for grants, coordinating & networking with outside agencies, attending meetings and operation of the local mass notification system. Lastly, Manager Lindquist discussed how the City Council and the City as a whole can move forward and be successful in their emergency planning. (See attached slides).

2. Review Budget Planning Session Prioritization Results

Manager Beagley discussed the recent City Council Budget Planning Meetings wherein budgetary needs were voted on and prioritized by City Council members, Staff, & Directors. As such, staffing needs, equipment purchases, vehicles, capital projects, and initiatives were ranked by importance. (See attachment). As many of the items on the ranking lists that can be, will be worked into the tentative budget that will be presented at the first City Council meeting in May 2024. Manager Beagley and Director Hoffman discussed the timeline of when revenues will be considered in the upcoming budget year. Director Hoffman discussed requests for funding in the senior's programs as well as the rankings for new versus leased vehicles.

3. Upcoming Agenda Items

Manager Beagley went over items on the upcoming City Council Regular Meeting agenda. Mayor Olson and council members discussed a letter that Santaquin City will send to the Utah County Clerk & Auditor's Office notifying them that the City is considering the possibility of an increase to the Certified Tax Rate for the 2024-2025 budget year.

Lastly, Mayor Olson discussed changes to March and April City Council meetings as follows:

March 5th, 2024:

The City Council Work Session Meeting scheduled for 5:30 p.m. will be cancelled.

The Regular City Council Meeting scheduled for 7:00 p.m. will be moved to 5:00 p.m. in consideration of local caucus meetings.

March 19th, 2024:

No Changes

(Counselors Adcock and Mecham will attend the meeting remotely/virtually due to being out of town at a water conference)

April 2nd, 2024:

No Changes

April 16th, 2024:

Both City Council meetings will be cancelled as staff and City Council members will be in St. George, Utah for the Utah City Managers Association and Utah League of Cities and Towns Spring Conferences. These meetings will be moved to April 30th, 2024.

April 30th, 2024:

The City Council Work Session Meeting will be held at 5:30 p.m.

The City Council Regular Meeting will be held at 7:00 p.m.

ADJOURNMENT

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

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

Motion passed unanimously. The meeting was adjourned at 6:33 p.m.

ATTEST:

Daniel M. Olson, Mayor

Amalie R. Ottley, City Recorder



EMERGENCY MANAGEMENT

FEBRUARY 20, 2024



INTRODUCTION

- 27 year-resident of Santaquin
- 26 years of service with Santaquin Fire and EMS
- Married for 37 years with 3 sons, 35, 32, and 27.
- Graduated 2018 with Ed.D. in Organizational Leadership.
- UVU Assistant Professor
 - Teach undergraduate and graduate courses in Leadership, Homeland Security, and Emergency Management
- Emergency Manager since 2018
- Work 30 hours/week
- Utah Emergency Manager Association (UCEM) designation.
- Advanced Emergency Manager Academy Graduate
- Working toward International Association of Emergency Managers (IAEM) (CEM) designation (2024).

MISSION STATEMENT

- Santaquin City Emergency Management strives to prepare for, mitigate against, respond to, and aid in recovery from natural and man-made disasters and emergencies, making Santaquin City and its residents more resilient.
- Emergency Management Pillars include; ***Prepared Citizens, Prepared Schools, Prepared Businesses, and Prepared Community.***




VULNERABILITIES

- Wildfire/Conflagrations
- Landslides
- Flooding
- Debris Flows
- Earthquake
- Extreme Weather



PLANS

Write/Update

- Community Wildfire Protection Plan (February 2020)
- Emergency Operations Plan (June 2020) 
- Comprehensive Emergency Management Plan (CEMP) (June 2024)
- Orchard Days Incident Action Plan (Ongoing)

PROGRESS

- Santaquin City Administration Building
 - Primary EOC Generator
- Annual EMPG:
 - 2017 – Current
- Ham Radio Technician
- Part 107 Drone Operator
- Established relationships with City, County, State and FEMA resources.

NIMS RESOLUTION

RESOLUTION NO: 01-01-2005

WHEREAS, Homeland Security Presidential Directive/HSPD-5, 28 Feb 2003 established the National Incident Management System (NIMS); and

WHEREAS, the NIMS establishes a single, comprehensive approach to domestic incident management to ensure that all levels of government across the Nation have the capability to work efficiently and effectively together using a national approach to domestic incident management; and

WHEREAS, the NIMS provides a consistent nationwide approach for Federal, State, and local Governments to work together to prepare for and respond to, and recover from domestic incidents regardless of the cause, size and complexity; and

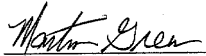
WHEREAS, the NIMS provides for interoperability and compatibility among Federal, State, and local capabilities and includes a core set of concepts, principals, terminology and technologies covering the incident command system, unified command, training, management or resources and reporting; and

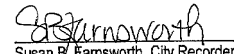
WHEREAS, beginning October 1, 2004 all Federal departments and agencies shall make adoption of the NIMS a requirement, to the extent provided by law, for providing Federal preparedness assistance through grants, contract or other activities to local governments; and

WHEREAS, in order for **Santaquin City** to qualify for Federal grants and other funding, it is necessary for the Department to adopt the NIMS:

NOW THEREFORE, Be it resolved that **Santaquin City** adopts the National Incident Management System (NIMS) as its system of preparing for and responding to disaster incidents.

Adopted by the City Council of **Santaquin City**, this 19th day of January, 2005.


Martin Green, Mayor Pro-Tem


Susan B. Farnsworth, City Recorder



HOW CAN YOU HELP?

- Know and understand your roles.
- Participate in exercise and training.
- NIMS Training
 - IS-100: An Introduction to ICS
 - IS-200: Basic Incident Command System for Initial Response
 - IS-700: NIMS: An Introduction
 - IS-800: National Response Framework: An Introduction
- ICS and NIMS Courses can be located through the Emergency Management Institute (EMI).
- EMI website: <https://training.fema.gov/nims/>

GRANTS



Public Assistance Grant

Santaquin City 2023
Spring Runoff/Flooding

Meeting with FEMA on
February 22nd.



Staffing for Adequate Fire and Emergency Response (SAFER)

NOFO TBD



Building Resilient Infrastructure and Communities (BRIC)

Emergency Generators for

- Canyon Road Booster Station
- Summit Ridge Well



Emergency Management Performance Grant (EMPG)

Annual Emergency Management Grant

COORDINATE / NETWORKING

- Fire Department
- Police Department
- Public Works
- Community Services
- Surrounding Jurisdictions
- City/Neighborhood Coordination
- Utah County Emergency Management
- Utah County Health Department
- Salt Lake County Emergency Management
- Wasatch County Emergency Management
- State Division of Emergency Management



MEETINGS

- County Emergency Manager's
- Red Cross
- Orchard Days Planning
- Utah County Healthcare Coalition
- Emergency Management Performance Grant
- County Local Emergency Planning Committee
- NOAA – National Weather
- Region 3 Voluntary Organizations Active in Disasters (VOAD)



MASS NOTIFICATION SYSTEM

- 8,471 Santaquin Registrations
- Industry Leader
- 100,000 messages guaranteed in < 1 hour
- Redundant servers/SaaS-cloud based
- Assistance in sending messages if needed
- Unlimited groups
- Internal and External uses



PRESIDENTIALLY DECLARED DISASTER

- Threshold numbers determine declaration status
- If we don't meet the threshold (\$1.9 Million – County) (\$5.6 Million - State)
 - 100% of the cost is our responsibility
- Cost share mandates in declared disaster
 - 75% FEMA/Federal
 - 25% Santaquin City (with possible State Assistance)
- Local cost share can be “in-kind”
 - Volunteer hours can be counted and used toward match

"We did not anticipate that airliners would be commandeered and turned into guided missiles; but the fact that we practiced for other kinds of disasters made us far more prepared to handle a catastrophe that nobody envisioned."

**- RUDOLPH W. GIULIANI
FORMER MAYOR OF NYC**

"To each there comes in their lifetime a special moment when they are figuratively tapped on the shoulder and offered the chance to do a very special thing, unique to them and fitted to their talents. What a tragedy if that moment finds them unprepared or unqualified for that which could have been their finest hour."

- WINSTON CHURCHILL

QUESTIONS?

Chris Lindquist

Emergency Manager

Santaquin City

801-319-6439

CLindquist@Santaquin.org



Santaquin City Budget

2024-2025 Fiscal Year

STAFFING

Position	Department	Funding	Estimated Cost	RANK
Full-time Police Officer	Public Safety/Police	General Fund	\$98,000	1
Full-time Public Works Parks & Grounds Worker	Public Works/Parks & Cemetery	General Fund	\$66,500	2
Part-time 24/7 Fire Coverage	Public Safety/Fire	Transfers from General Fund	\$350,000	3
Overtime Paid to Scheduled Staff on Holiday	Public Safety/Fire	Transfers from General Fund	\$10,000	4
Public Works On-call Pay Changes	Public Works/Wtr-Swr-Pl-Prk-Strt	Water/Sewer/Pl/Parks (GF)/Strt (GF)	\$8,300	5
Part-time Office Clerk (312 hours)	Public Safety/Police	General Fund	\$6,800	6
Part-time Library Staffing Expanded Hours	CS/Library	Transfers from General Fund	\$13,000	7
Part-time Senior's Staffing Expanded Hours	CS/Senior Citizens	Transfers from General Fund	\$22,000	8
(3) Full-time Captains (Contingent upon Grant)	Public Safety/Fire	Transfers from General Fund	\$425,000	9
Part-time Museum Expanded Staffing	CS/Museum	Transfers from General Fund	\$16,200	10

Santaquin City Budget
2024-2025 Fiscal Year

EQUIPMENT

Type of Equipment	Department	Funding	Estimated Cost	RANK
(2) Grasshopper Mowers	Public Works/Parks	Transfer to Capital Vehicle & Equipment from General Plan	\$40,500	1
New Excavator (Lease to Own \$40,000/5 years)	Public Works/Streets	Transfer to Capital Vehicle & Equipment from General Fund	\$40,000	2
New Tire Changer /Balancer/Lift	Public Works/Streets	Transfer to Capital Vehicle & Equipment from General Fund	\$25,000	3
(10) SCBA Cylinders	Public Safety/Fire	Transfer to Dept from General Fund	\$10,000	4
(20) Portable Radios	Public Safety/Fire	Transfer to Dept from General Fund	\$90,000	5
New Crack Sealer	Public Works/Streets	Transfer to Capital Vehicle & Equipment from General Fund	\$90,000	6
Line Locator	Public Works/Wtr-Swr-PI	Transfer to Capital Vehicles & Equipment from Wtr/Swr/PI	\$16,000	7
Field Painter	CS/Sports	Transfer to Dept from General Fund	\$22,500	8
Large Format Printer/Plotter/Scanner	Engineering	Transfer to Capital Computers & Technology from General Fund	\$12,000	9
Keypads for Offsite Buildings	Public Works/Water-PI	Department Capital Equipment - Wtr/PI	\$10,000	10
Used Forklift	Public Works/Streets	Transfer to Capital Vehicle & Equipment from General Fund	\$40,000	11
Dump Trailer	Public Works/Parks	Transfer to Capital Vehicle & Equipment from General Plan	\$12,000	12
Ventrac Debris Collection System	Public Works/Parks	Transfer to Capital Vehicle & Equipment from General Plan	\$10,000	13
(2) E-Bikes	CS/Sports & Parks	Transfer to Dept from General Fund	\$12,000	14
Soccer Goal Set	CS/Sports	Transfer to Dept from General Fund	\$3,500	15
Small Paver	Public Works/Streets	Transfer to Capital Vehicle & Equipment from General Fund	\$175,000	16
Wrestling Mats	CS/Sports	Transfer to Dept from General Fund	\$7,800	17

Santaquin City Budget
2024-2025 Fiscal Year

VEHICLES

Type of Vehicle	Department	Funding (Capital Vehicles & Equipment)	Estimated Cost	RANK
(4) Police F-150 Trucks	Public Safety/Police	Transfers from General Fund	\$260,000	1
(2) Public Works Ford F-150 Trucks <i>(only select one option)</i>			Option 2 - \$100,000 (new/surplus)	2
Used Bucket Truck	Public Works/Streets	Transfer from General Fund	\$30,000	3
Engineering Ford F-150 Truck <i>(only select one option)</i>			Option 2 - \$50,000 (new/surplus)	4
Administration Ford Expedition	Administrative Services	Transfer from General Fund	\$65,000	5
Used Water Truck	Public Works/Streets	Transfer from General Fund - Wtr/Swr/PI	\$80,000	6
Used Vac Truck	Public Works/Streets	Transfer from General Fund - Wtr/Swr/PI	\$350,000	7
(2) Public Works Ford F-150 Trucks <i>(only select one option)</i>	Public Works	Transfers from Wtr/Swr/PI	Option 1 - \$36,000 (trade-in)	
Engineering Ford F-150 Truck <i>(only select one option)</i>	CD/Engineering	Transfers from General Fund	Option 1 - \$18,000 (trade-in)	
Snow Plow - Authorization to Order for FY 26-27	Public Works/Streets	Transfer from General Fund	\$281,000	(N/A)
No Budget Impact this FY <i>(Only Select One Option)</i>			Option 1 - Yes, Order	
			Option 2 - No, Don't Order	

Santaquin City Budget
2024-2025 Fiscal Year

CAPITAL PROJECTS/INITIATIVES

Project Description	Department	Funding	Estimated Cost	RANK
Culinary Water Metering Change Out (Only Select One yr Plan)	Public Works/Water-PI	Wtr/PI - Dept Capital Projects	\$175,000 (2-yr Plan)	1
Canopy over Entry Doors	Public Safety/Fire	Transfer to Dept Capt Projects from General Fund	\$7,500	2
Senior Program Enhancements (Increase to Operational Budget)	CS/Seniors	Transfer to Department from General Fund	\$6,000	3
Small Storage Unit on South Side of Fire Station	Public Safety/Fire	Transfer to Dept Capt Projects from General Fund	\$7,500	4
Rodeo Bucking Chutes	CS/Events/Parks	Transfer to Capital Projects from General Fund	\$72,000	6
Museum Bat Removal	CS/Museum	Transfer to Capital Projects from General Fund	\$23,550	5
Living Facilities @ Public Safety Building	Public Safety/Fire	Transfer to Capital Projects from General Fund	\$75,000	6
Holly Days Event Enhancements (Increase to Operational Budget)	CS/Events	Transfer to Department from General Fund	\$10,000	8
Museum ADA Accessibility Improvments	CS/Museum	Transfer to Capital Projects from General Fund	\$6,000	9
Museum Fire Escape Replacement	CS/Museum	Transfer to Capital Projects from General Fund	\$35,000	10
Museum Indoor/Outdoor Restroom Improvements	CS/Museum	Transfer to Capital Projects from General Fund	up to \$400,000	11
Corner Kiosk - Contingent Upon Grant Funding 1/2	Community Development	Transfer to Capital Projects from General Fund	up to \$16,000 (city match)	12
New Library (Contingent upon Funding)	CS/Library	Transfer to Capital Projects from General Fund/Grants/Donations	\$2.0M	
Santaquin Main Street Widening - (In Process \$16.5M)	Engineering	Capital Roads - Grant Funds	\$500,000	
Culinary Water Metering Change Out (Only Select One yr Plan)	Public Works/Water-PI	Wtr/PI - Dept Capital Projects	\$350,000 (1-yr Plan)	
Culinary Water Metering Change Out (Only Select One yr Plan)			\$116,700 (3-yr Plan)	
Culinary Water Metering Change Out (Only Select One yr Plan)			\$87,500 (4-yr Plan)	
Culinary Water Metering Change Out (Only Select One yr Plan)			\$77,000 (5-yr Plan)	

Santaquin City Budget

2024-2025 Fiscal Year

CAPITAL PROJECTS/INITIATIVES - IMPACT FEE ELIGIBLE

Project Description	Department	Funding	Estimated Cost	RANK
Water Impact Fees				
New Culinary Well location Study & Design - Carryover from Last FY	Public Works/Water	Water Impact Fees	\$240,000	
Pressurized Irrigation Impact Fees				
New Type 1 Pressurized Irrigation Pump	Public Works/PI	PI Impact Fees	\$80,000	
Sewer Impact Fees (Done Altogether)				
Design and Construction of WRF Improvements - Carryover from Last FY	Public Works/Sewer	Sewer Impact Fees	\$9.0M	
Parks Impact Fee				
Building for Equipment @ Cemetery	Public Works/Parks	Park Impact Fees	\$120,000	1
Foothill Village Playground	Community Services/Parks	Park Impact Fees	\$103,000	2
Harvest View Ballfield "Phased Approach Consultant"	Community Services/Parks	Park Impact Fees	\$11,500	3
Prospector View Park - Ongoing Improvements	Community Services/Parks	Park Impact Fees	\$15,000	4
City Center Block Development	Community Services/Parks	Park Impact Fees	\$7.0M (TBD)	5
10' Trail around Harvest View Sports Complex	Community Services/Parks	Park Impact Fees	\$150,000	6
Centennial Park Improvements (All Abilities Park) Possible Grant Funds	Community Services/Parks	Park Impact Fees	\$582,000	7
Skate Park	Community Services/Parks	Park Impact Fees	\$485,000	8
Storm Drain Impact Fees				
Storm Water Master Plan Update - Required by State	Community Dev/Planning	Storm Water Impact Fee	\$150,000	
Property Acquisition (East Bench Debris Basins) - Carryover from Last FY	Public Works/Storm Water	Storm Water Impact Fee	\$2.0M	



REGULAR CITY COUNCIL MEETING

Tuesday, February 20, 2024, at 7:00 PM
Court Room/Council Chambers (2nd floor) and Online

MINUTES

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

ROLL CALL

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

Others present included City Manager Norm Beagley, Assistant City Manager Jason Bond, Recorder Amalie Ottley, Jim Rowland (Payson Santaquin Area Chamber of Commerce), Rose Larsen, Doug & Denise Rohbock, Dean Brook.

Other various members of the public attended the meeting.

PLEDGE OF ALLEGIANCE

Doug Rohbock led the Pledge of Allegiance.

INVOCATION/INSPIRATIONAL THOUGHT

Councilor Mecham offered an invocation.

DECLARATION OF POTENTIAL CONFLICTS OF INTEREST

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

CONSENT AGENDA (MINUTES, BILLS, ITEMS)

1. 02-02-2024 City Council Budget Planning Meeting Minutes
2. 02-03-2024 City Council Budget Planning Meeting Minutes
3. 02-06-2024 City Council Work Session Minutes
4. 02-06-2024 City Council Regular Meeting Minutes
5. City Expenditures from 02/03/2024 to 02/16/2024 in the amount of \$394,958.25
6. Fire Department Out of State Training Request - Chief Lind

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

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

The motion passed unanimously.

PUBLIC FORUM

Jim Rowland from the Payson Santaquin Area Chamber of Commerce attended the meeting. He spoke to the City Council about the recent Chamber of Commerce Gala. The Council and Jim discussed planning for next year's gala. Jim spoke of how the Chamber will recognize and support local businesses and employees throughout the coming year.

Resident of Santaquin City Dean Brook attended the meeting. He expressed his frustration to the City Council regarding the library employees asking for his personal information when he applied for a library card. Mayor Olson and Manager Beagley both indicated that they met with library staff and that sensitivity training has taken place. Mr. Brook expressed more frustration that he felt nothing was done to remedy the situation. Mayor Olson offered Mr. Brook a library card. Mr. Brook stated that he was not interested in owning a library card in the City.

BUILDING PERMIT & BUSINESS LICENSE REPORT

Assistant City Manager Bond presented the Building Permit Report. 60 residential units have been issued building permits in the current calendar year. In comparison, 158 single and multi-family residential units have been built in the current fiscal year (July 1, 2023 – June 30, 2024). 2 new business licenses were issued in the last two weeks.

NEW BUSINESS

Manager Beagley presented an updated funding agreement that approves monies dedicated to the Main Street Improvements Phases 4 & 5. He indicated that the mayor and staff have worked diligently to secure this additional funding to complete the entire Main Street reconstruction project. On February 1st, 2024, the MAG board approved the additional funding needed in the amount of \$4.8 million. Resolutions 02-03-2024 through 02-08-2024 are all resolutions in conjunction with the Main Street reconstruction project and utility relocations. He confirmed the remaining resolutions as presented in the City Council packet and as discussed in the City Council Work Session meeting held earlier that night.

7. Resolution 02-03-2024 - Approval of UDOT Updated Funding Agreement

Councilor Adcock made a motion to approve Resolution 02-03-2024 - Approval of UDOT Updated Funding Agreement. Councilor Del Rosario seconded the motion.

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

The motion passed unanimously.

8. Resolution 02-04-2024 - Approval of MAG Funding Agreement Addendum #2

Councilor Mecham made a motion to approve Resolution 02-04-2024 - Approval of MAG Funding Agreement Addendum #2. Councilor Siddoway seconded the motion.

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

The motion passed unanimously.

9. Resolution 02-05-2024 - Award of the Main Street Construction Contract

Councilor Keel made a motion to approve Resolution 02-05-2024 - Award of the Main Street Construction Contract. Councilor Mecham seconded the motion.

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

The motion passed unanimously.

10. Resolution 02-06-2024 - Approval of the Rocky Mountain Power Relocation Agreement

Mayor Olson presented the need to relocate utilities on Main Street during the reconstruction project. Council and staff discussed workers on the right-of-way during the week that were unknown to City staff. Manager Beagley indicated that the City will work closely with all utility companies in the coming months to ensure that relocation of the utility lines will happen effectively and efficiently.

Councilor Mecham made a motion to approve Resolution 02-06-2024 - Approval of the Rocky Mountain Power Relocation Agreement contingent on legal review. Councilor Siddoway seconded the motion.

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

The motion passed unanimously.

11. Resolution 02-07-2024 - Approval of the Lumen Relocation Agreement

Councilor Keel made a motion to approve Resolution 02-07-2024 - Approval of the Century Link/Lumen Relocation Agreement contingent on legal review. Councilor Mecham seconded the motion.

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

The motion passed unanimously.

12. Resolution 02-08-2024 - Approval of Dominion Energy Relocation Agreement

Councilor Adcock made a motion to approve Resolution 02-08-2024 - Approval of Dominion Energy Relocation Agreement contingent on legal review. Councilor Siddoway seconded the motion.

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

The motion passed unanimously.

13. Resolution 02-09-2024 - Agreement With J-U-B Engineers for Water Reclamation Facility (WRF) Facility Upgrade Design

Mayor Olson and Manager Beagley presented the agreement with J-U-B Engineers for the Water Reclamation Facility Upgrade design. Councilor Adcock inquired if the numbers indicated on the contract were for design only. Manager Beagley indicated in the affirmative that the contract numbers are for design to upgrade of the facility.

Councilor Adcock made a motion to approve Resolution 02-09-2024 - Agreement With J-U-B Engineers for Water Reclamation Facility (WRF) Facility Upgrade Design. Councilor Mecham seconded the motion.

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

The motion passed unanimously.

14. Resolution 02-10-2024 - Agreement with VanCon on Use of City Property for Staging During CUP/ULS Water Line Installation

Mayor Olson presented the proposed agreement with VanCon for the use of City Properties during the Central Utah Project/Utah Lake System water pipeline installation. Council members and staff discussed where in the City the water pipeline is going to be placed and the impact that construction of the pipeline will have on residents.

Councilor Mecham made a motion to approve Resolution 02-10-2024 - Agreement with VanCon on Use of City Property for Staging During CUP/ULS Water Line Installation. Councilor Siddoway seconded the motion.

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

The motion passed unanimously.

15. Ordinance 02-02-2024 - Temporary Concrete Batch Plant in the PF Zone Code Amendment

Assistant Manager Bond presented Ordinance 02-02-2024 approving a Temporary Concrete Batch Plant Ordinance in the City’s PF Public Facilities zones. The ordinance received a positive, unanimous recommendation from the Planning Commission. Councilor Adcock expressed his concern about the impact of a batch plant on residents. Manager Beagley and Assistant Manager Bond discussed City staff’s due diligence in implementing code similar to grading requirements that will mitigate impacts on properties and nearby residents.

Councilor Mecham made a motion to approve Ordinance 02-02-2024 - Temporary Concrete Batch Plant in the PF Zone Code Amendment. Councilor Keel seconded the motion.

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

The motion passed unanimously.

16. Ordinance 02-03-2024 - Landscaping & Water Efficiency Code Amendment

Mayor Olson presented Ordinance 02-03-2024 approving amendments to the landscaping code in consideration of water efficiency. The code amendment would bring the City in line with State regulations and allow for the City to make recommendations for landscaping in new construction at the Certificate of Occupancy phase of new construction. Councilor Del Rosario expressed his dislike of park strips that aren’t grass. Manager Beagley explained that the landscaping codes apply to not only new residential construction, but new industrial, commercial, and city owned buildings as well.

Councilor Mecham made a motion to approve Ordinance 02-03-2024 - Landscaping & Water Efficiency Code Amendment. Councilor Del Rosario seconded the motion.

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

The motion passed unanimously.

17. Ordinance 02-04-2024 - Update to Public Safety Impact Fee Facilities Plan (IFFP) & Impact Fee Analysis (IFA)

Manager Beagley presented the update to the Public Safety Impact Fee Facilities Plan (IFFP) and the Impact Fee Analysis (IFA). Manager Beagley indicated that the overall Public Safety Master Plan is not changing. The update to the IFFP & IFA will cover costs for the future Fire Station #2 and a new fire apparatus that has been ordered. Manager Beagley discussed a pending legislative bill that could allow

for future impact fees to be collected on residential construction and how the proposed ordinance changes take into consideration these possible legislative changes. Manager Beagley and City Council members discussed how impact fees will continue to be updated in the future to proactively plan for the public safety and other infrastructure needs in the city.

Councilor Del Rosario made a motion to approve Ordinance 02-04-2024 - Update to Public Safety Impact Fee Facilities Plan (IFFP) & Impact Fee Analysis (IFA). Councilor Siddoway seconded the motion.

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

The motion passed unanimously.

REPORTS BY STAFF, COUNCIL MEMBERS, AND MAYOR OLSON

Assistant Manager Bond reported to the City Council changes in leadership structure at the Payson Santaquin Area Chamber of Commerce. Assistant Manager Bond addressed items on upcoming Development Review Committee and Planning Commission meeting agendas.

Manager Beagley reported on snow and water levels in Santaquin Canyon. He indicated that this year is relatively average compared to other years. Manager Beagley also reported on upcoming meetings as addressed in the City Council Work Session. Changes to future meetings are as follows:

March 5th, 2024:

The City Council Work Session Meeting scheduled for 5:30 p.m. will be cancelled.

The Regular City Council Meeting scheduled for 7:00 p.m. will be moved to 5:00 p.m. in consideration of local caucus meetings.

March 19th, 2024:

No Changes

(Counselors Adcock and Mecham will attend the meeting remotely/virtually due to being out of town at a water conference)

April 2nd, 2024:

No Changes

April 16th, 2024:

Both City Council meetings will be cancelled as staff and City Council members will be in St. George, Utah for the Utah City Managers Association and Utah League of Cities and Towns Spring Conferences. These meetings will be moved to April 30th, 2024.

April 30th, 2024:

The City Council Work Session Meeting will be held at 5:30 p.m.

The City Council Regular Meeting will be held at 7:00 p.m.

Councilor Keel reported on the Youth City Council activities.

Councilor Mecham reported on the recent water board meetings. He indicated that the meetings have focused on water banking. However, the infrastructure is not in place in Santaquin for water banking to be viable in our area. He encouraged the public to pay attention to water usage as much as possible.

Councilor Siddoway reported on the Mayor’s Economic Summit meeting. He informed Council Members of the upcoming Bills and Bagels event where residents may speak with local state representatives. Councilor Siddoway discussed residents’ concerns about city workers replacing water meters around town. He asked that city projects be advertised on social media so that residents who don’t watch City Council meetings may receive the information.

Councilor Adcock reported on upcoming Emergency Preparedness Meetings that will be held in town. He encouraged members of the public to attend those meetings and classes. He also reminded council members of the City Employee Birthday luncheon and upcoming Ham Radio Users meetings.

Councilor Del Rosario recognized the Community Services Department for the Ties & Tiaras event. He commended the department for all that they do to keep residents and families in town and for providing recreational opportunities. He also complimented the Santaquin Royalty for their connections with youth and little girls that attend these events.

Mayor Olson added on to Councilor Del Rosario’s comments about recreating in the City, pointing out that not only are there recreation programs but there are many locations like parks and Santaquin Canyon that residents and non-residents can enjoy. Mayor Olson reported on upcoming construction projects in the city, noting that it will be a difficult year with a lot of impact on the residents. He thanked the members of the City Council for their support of the community in the past and in future months.

ADJOURNMENT

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

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

The motion passed unanimously.

The meeting was adjourned at 8:45 p.m.

ATTEST:

Daniel M. Olson, Mayor

Amalie R. Ottley, City Recorder

SANTAQUIN CITY CORPORATION
Check Register
CHECKING - ZIONS - 02/17/2024 to 03/01/2024

Payee Name:	Payment Date:	Amount:	Description:	Ledger Account:
ACE RENTS INC.	2/22/2024	\$475.43	lift for street light repairs	1060485 - STREETLIGHT REPAIR & REPLACE
ACE RENTS INC.	2/28/2024	\$125.35	Post hole digger for fence posts	6640720 - RAP TAX EXPENSE
		\$600.78		
ADCOCK, ARTHUR LEE	2/22/2024	\$322.08	Per Diem for Art Adcock for Water Conference	1041230 - EDUCATION, TRAINING & TRAVEL
ADVANCED EXERCISE	2/22/2024	\$6,741.00	3 Additional Cycling Bikes	6840800 - AEROBICS
ALARM CONTROL SYSTEMS, INC	2/22/2024	\$135.00	Key pad repair (Public Safety)	1051300 - BUILDINGS & GROUND MAINTENANCE
ANIMAL REMOVAL AND PREVENTION	2/28/2024	\$7,850.00	Bat Clean Up, Disinfection and Prevention (1/3 payment)	4140830 - MUSEUM IMPROVMENTS
APPLIED INDUSTRIAL TECHNOLOGIES, INC	2/28/2024	\$35.19	Coupling	5240550 - WRF - EQUIPMENT MAINTENANCE
BERRY, BRENNIA & MARCUS	2/28/2024	\$109.79	Refund: 6376002 - BERRY, BRENNIA & MARCUS	5113110 - ACCOUNTS RECEIVABLE
BIG O' TIRES - SANTAQUIN	2/22/2024	\$59.99	Lowham Tire Rotation/Balance	1054250 - EQUIPMENT MAINTENANCE
BIG O' TIRES - SANTAQUIN	2/22/2024	\$24.99	Bell flat repair	1054250 - EQUIPMENT MAINTENANCE
BIG O' TIRES - SANTAQUIN	2/28/2024	\$24.99	Flat Repair, Bell	1054250 - EQUIPMENT MAINTENANCE
		\$109.97		
BINGHAM, ELIZABETH	2/28/2024	\$18.50	Jury Duty	1042310 - PROFESSIONAL & TECHNICAL
BRADSHAW, SARAH	2/28/2024	\$18.50	Jury Duty	1042310 - PROFESSIONAL & TECHNICAL
BRIDGES, HAILEY	2/28/2024	\$18.50	Jury Duty	1042310 - PROFESSIONAL & TECHNICAL
BUTLER, HOLLI	2/28/2024	\$18.50	Jury Duty	1042310 - PROFESSIONAL & TECHNICAL
CARQUEST AUTO PARTS STORES	2/22/2024	\$22.40	Explorer repair	5140250 - EQUIPMENT MAINTENANCE
CARQUEST AUTO PARTS STORES	2/22/2024	\$46.04	Explorer repair	5140250 - EQUIPMENT MAINTENANCE
CARQUEST AUTO PARTS STORES	2/28/2024	\$337.65	Batteries for 2006 bobtail	1060250 - EQUIPMENT MAINTENANCE
		\$406.09		
CHEMTECH-FORD, INC	2/22/2024	\$30.00	Bac-T testing for Holiday Oil Expansion	1022450-938 - (INSP&TESTING)Holiday Oil Expansion
CHEMTECH-FORD, INC	2/22/2024	\$60.00	Bac-T testing for Murdock Ford site	1022450-900 - (INSP)Murdock Ford
CHEMTECH-FORD, INC	2/22/2024	\$107.00	Effluent testing	5240310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	2/22/2024	\$60.00	Bac-T testing for Murdock Ford site	1022450-900 - (INSP)Murdock Ford
CHEMTECH-FORD, INC	2/22/2024	\$107.00	Effluent testing	5240310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	2/22/2024	\$150.00	Water testing	5140310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	2/28/2024	\$150.00	Water testing	5140310 - PROFESSIONAL & TECHNICAL SVCS
		\$664.00		
CHILD SUPPORT SERVICES/ORS	3/1/2024	\$449.31	Garnishment - Child Support	1022420 - GARNISHMENTS
CHILD, TANNER	2/22/2024	\$77.06	RWAU conference Tanner Child	5140230 - EDUCATION, TRAINING & TRAVEL
CHILD, TANNER	2/22/2024	\$77.07	RWAU conference Tanner Child	5240230 - EDUCATION, TRAINING & TRAVEL
CHILD, TANNER	2/22/2024	\$77.07	RWAU conference Tanner Child	5440230 - EDUCATION, TRAINING & TRAVEL
		\$231.20		
CHRISTENSEN, DEBBIE	2/28/2024	\$18.50	Jury Duty	1042310 - PROFESSIONAL & TECHNICAL
CHRISTENSEN, TYSON	2/22/2024	\$37.52	Refund: 362452 - CHRISTENSEN, TYSON	5113110 - ACCOUNTS RECEIVABLE

CODALE ELECTRIC SUPPLY	2/22/2024	\$895.30	Light repair (Public Works Building)	1051300 - BUILDINGS & GROUND MAINTENANCE
CODALE ELECTRIC SUPPLY	2/22/2024	\$371.25	Bulbs for street lights	1060485 - STREETLIGHT REPAIR & REPLACE
CODALE ELECTRIC SUPPLY	2/22/2024	\$74.25	Street light bulb	1060485 - STREETLIGHT REPAIR & REPLACE
		\$1,340.80		
CORPORATE TRADITIONS	2/22/2024	\$50.00	February Pat on the Back	1043480 - EMPLOYEE RECOGNITIONS
CORPORATE TRADITIONS	2/28/2024	\$25.00	Volunteer of the Month - March	1041610 - OTHER SERVICES
		\$75.00		
CUYOS, KENDRICK	2/28/2024	\$18.50	Jury Duty	1042310 - PROFESSIONAL & TECHNICAL
DEMCO, INC	2/28/2024	\$56.02	Supplies	7240240 - SUPPLIES
DOODILLY'S SOFT SERVE	2/17/2024	\$186.00	Ties and Tiaras event	6240251 - COMMUNITY EVENTS EXPENSE
DR HORTON	2/28/2024	\$62.69	Refund: 4813280 - DR HORTON	5113110 - ACCOUNTS RECEIVABLE
DR HORTON	2/28/2024	\$221.21	Refund: 4812820 - DR HORTON	5113110 - ACCOUNTS RECEIVABLE
		\$283.90		
DR HORTON - BOND RELEASES	2/22/2024	\$5,000.00	Foothill Village Plat X Lot 486 Landscape bond release	1022450-776 - (BOND-LANDSCAPE)[Plat X-Lot 486]Foothill Village
DR HORTON - BOND RELEASES	2/22/2024	\$5,000.00	Foothill Village Plat X Lot 487 Landscape bond release	1022450-777 - (BOND-LANDSCAPE)[Plat X-Lot 487]Foothill Village
DR HORTON - BOND RELEASES	2/22/2024	\$5,000.00	Foothill Village Plat Y Lot 608 Landscape bond release	1022450-778 - (BOND-LANDSCAPE)[Plat Y-Lot 608]Foothill Village
DR HORTON - BOND RELEASES	2/22/2024	\$5,000.00	Foothill Village Plat Y Lot 609 Landscape bond release	1022450-779 - (BOND-LANDSCAPE)[Plat Y-Lot 609]Foothill Village
		\$20,000.00		
DYKMAN ELECTRICAL INC	2/22/2024	\$7,263.56	Gear boxes for permeate pump upgrade	5640783 - WRF UPGRADE (ADDITIONAL TRAIN) PROJECT
EASTMAN, RICKY	2/28/2024	\$18.50	Jury Duty	1042310 - PROFESSIONAL & TECHNICAL
EFTPS	2/20/2024	\$5,640.70	Medicare Tax	1022210 - FICA PAYABLE
EFTPS	2/20/2024	\$12,738.50	Federal Income Tax	1022220 - FEDERAL WITHHOLDING PAYABLE
EFTPS	2/20/2024	\$24,119.24	Social Security Tax	1022210 - FICA PAYABLE
		\$42,498.44		
ELLIS, TRINA	2/22/2024	\$200.00	Refund for weekend burial	1034830 - BURIAL FEES
EPIC ENGINEERING	2/22/2024	\$1,849.00	Epic Engineering testing for Vistas West Phase 4	1022450-719 - (INSP)Vistas West Phase 4
EPIC ENGINEERING	2/22/2024	\$1,461.00	Epic Engineering Testing services for Silver Oaks Subdivision	1022450-928 - (INSP& TESTING)Silver Oaks Phase 1
EPIC ENGINEERING	2/22/2024	\$346.00	Epic Engineering testing for Santaquin Estates	1022450-633 - (INSP)santaquin Estates
EPIC ENGINEERING	2/22/2024	\$5,047.00	Epic Engineering testing for Vistas West Phase 4	1022450-719 - (INSP)Vistas West Phase 4
EPIC ENGINEERING	2/22/2024	\$2,315.00	Epic Engineering testing for Vistas West Phase 5	1022450-721 - (INSP)Vistas West Phase 5
EPIC ENGINEERING	2/22/2024	\$217.00	Epic Engineering testing for Vistas West Phase 1	1022450-715 - (INSP)Vistas West Phase 1
EPIC ENGINEERING	2/22/2024	\$1,255.00	Epic Engineering testing for Ridley's Phase 2 Subdivision	1022450-689 - (INSP)[Plat B]Ridley's
EPIC ENGINEERING	2/22/2024	\$3,815.50	Epic Engineering testing services for Silver Oaks Subdivision	1022450-928 - (INSP& TESTING)Silver Oaks Phase 1
EPIC ENGINEERING	2/22/2024	\$1,270.00	Epic Engineering testing for Highland Drive repairs	1022450-263 - (INSP)[Frontage Road]FOOTHILL VILLAGE
EPIC ENGINEERING	2/22/2024	\$365.00	Epic Engineering testing for 250 South 500 East Tie-ins	1048310 - PROFESSIONAL & TECHNICAL SVCS
EPIC ENGINEERING	2/22/2024	\$909.00	Epic Engineering Testing for Hollow Flats Phase 1	1022450-932 - (INSP & TESTING)Tanner Flats Santaquin Phase 01
EPIC ENGINEERING	2/22/2024	\$1,509.00	Epic Engineering testing for The Hills Plat E	1022450-736 - (INSP)[Phase E] The Hills
EPIC ENGINEERING	2/22/2024	\$138.00	Epic Engineering testing for Santaquin Estates	1022450-633 - (INSP)santaquin Estates
EPIC ENGINEERING	2/22/2024	\$1,033.50	Epic Engineering testing for Foothill Village Plat M	1022450-569 - (INSP)[Plat M]FOOTHILL VILLAGE
EPIC ENGINEERING	2/22/2024	\$1,033.50	Epic Engineering testing for Foothill Village Plat N	1022450-571 - (INSP)[Plat N]FOOTHILL VILLAGE
EPIC ENGINEERING	2/22/2024	\$258.00	Epic Engineering testing for Vistas West Phase 3	1022450-717 - (INSP)Vistas West Phase 3
EPIC ENGINEERING	2/22/2024	\$1,515.00	Epic Engineering testing for Vistas West Phase 4	1022450-719 - (INSP)Vistas West Phase 4
EPIC ENGINEERING	2/22/2024	\$585.00	Epic Engineering testing for Vistas West Phase 5	1022450-721 - (INSP)Vistas West Phase 5
EPIC ENGINEERING	2/22/2024	\$138.00	Epic Engineering testing for Vistas West Phase 1	1022450-715 - (INSP)Vistas West Phase 1
EPIC ENGINEERING	2/22/2024	\$327.00	Epic Engineering testing for 341 Townhomes	1022450-763 - (INSP)341 Townhomes
EPIC ENGINEERING	2/22/2024	\$138.00	Epic Engineering testing for Scenic Ridge Estates	1022450-860 - (INSP)Scenic Ridge

EPIC ENGINEERING	2/22/2024	\$344.00	Epic Engineering testing for Ridley's Phase 2	1022450-689 - (INSP)[Plat B]Ridley's
EPIC ENGINEERING	2/22/2024	\$6,508.00	Epic Engineering testing for Silver Oaks	1022450-928 - (INSP& TESTING)Silver Oaks Phase 1
EPIC ENGINEERING	2/22/2024	\$69.00	Epic Engineering testing for Foothill Village Overlay	1022450-263 - (INSP)[Frontage Road]FOOTHILL VILLAGE
EPIC ENGINEERING	2/22/2024	\$138.00	Epic Engineering Testing for 250 South 500 East tie ins	1048310 - PROFESSIONAL & TECHNICAL SVCS
EPIC ENGINEERING	2/22/2024	\$3,038.00	Epic Engineering testing services for Hollow Flats Phase 1	1022450-932 - (INSP & TESTING)Tanner Flats Santaquin Phase 01
EPIC ENGINEERING	2/22/2024	\$210.00	Epic Engineering Testing for Autozone road cut	1022450-930 - (INSP& TESTING)AutoZone Siteplan
		\$35,831.50		
EVA, SHAD	2/22/2024	\$77.06	RWAU conference (Shad Eva)	5440230 - EDUCATION, TRAINING & TRAVEL
EVA, SHAD	2/22/2024	\$77.07	RWAU conference (Shad Eva)	5140230 - EDUCATION, TRAINING & TRAVEL
EVA, SHAD	2/22/2024	\$77.07	RWAU conference (Shad Eva)	5240230 - EDUCATION, TRAINING & TRAVEL
		\$231.20		
FILLERUP, CODY	2/28/2024	\$18.50	Jury Duty	1042310 - PROFESSIONAL & TECHNICAL
FLEETPRIDE	2/28/2024	\$53.62	Deadman for snowplow 2006	1060250 - EQUIPMENT MAINTENANCE
FLOORING SERVICES, INC.	2/22/2024	\$9,276.00	Final Pament on Flooring replacement for Public Safety Building (Phase 2)	4140707 - PUBLIC SAFETY BUILDING REMODEL
FREEDOM MAILING SERVICES, INC	2/28/2024	\$961.61	UTILITY BILL PROCESSING & NEWSLETTERS	5140241 - UTILITY BILLING PROCESSING FEES
FREEDOM MAILING SERVICES, INC	2/28/2024	\$961.61	UTILITY BILL PROCESSING & NEWSLETTERS	5240241 - UTILITY BILLING PROCESSING FEES
FREEDOM MAILING SERVICES, INC	2/28/2024	\$961.61	UTILITY BILL PROCESSING & NEWSLETTERS	5440241 - UTILITY BILLING PROCESSING FEES
		\$2,884.83		
GARRETT, TAYLOR	2/28/2024	\$18.50	Jury Duty	1042310 - PROFESSIONAL & TECHNICAL
GUNTHERS HEATING, COOLING, PLUMBING & SOLAR	2/22/2024	\$946.50	Contract for maintenance HVAC (City Hall)	1051300 - BUILDINGS & GROUND MAINTENANCE
GUNTHERS HEATING, COOLING, PLUMBING & SOLAR	2/22/2024	\$525.00	Gas smell trouble shooting (city Hall)	1051300 - BUILDINGS & GROUND MAINTENANCE
GUNTHERS HEATING, COOLING, PLUMBING & SOLAR	2/22/2024	\$996.99	HVAC repair (City Hall)	1051300 - BUILDINGS & GROUND MAINTENANCE
		\$2,468.49		
GUY, RYLEIGH	2/28/2024	\$18.50	Jury Duty	1042310 - PROFESSIONAL & TECHNICAL
HACH COMPANY	2/22/2024	\$318.28	Reagent for chlorine testing	5140240 - SUPPLIES
HALL, STEPHANIE	2/28/2024	\$18.50	Jury Duty	1042310 - PROFESSIONAL & TECHNICAL
HAMBLIN, LINDA	2/28/2024	\$18.50	Jury Duty	1042310 - PROFESSIONAL & TECHNICAL
HANSEN, ALLEN & LUCE, INC	2/22/2024	\$6,277.75	Hansen, Allen and Luce Final billing for Summit Ridge PI tank, Booster pump and piping	4140705-001 - SR TANK & BOOSTER - Engineering
HATFIELD, PAT	2/22/2024	\$77.06	Per diem for RWAU conference (Pat Hatfield)	5440230 - EDUCATION, TRAINING & TRAVEL
HATFIELD, PAT	2/22/2024	\$77.07	Per diem for RWAU conference (Pat Hatfield)	5140230 - EDUCATION, TRAINING & TRAVEL
HATFIELD, PAT	2/22/2024	\$77.07	Per diem for RWAU conference (Pat Hatfield)	5240230 - EDUCATION, TRAINING & TRAVEL
		\$231.20		
HENRY SCHEIN	2/28/2024	\$1,358.00	AED Supplies	4140704-003 - NEW CITY HALL - FF&E
HENRY SCHEIN	2/28/2024	\$509.24	Baby CPR Manikin	7657242 - EMS - SUPPLIES
		\$1,867.24		
INNOVATIVE MAINTENANCE SYSTEMS	2/28/2024	\$300.00	Maintenance software	4340613 - FIRE DEPARTMENT SOFTWARE
INNOVATIVE MAINTENANCE SYSTEMS	2/28/2024	\$900.00	Maintenance software	4340614 - PUBLIC WORKS SOFTWARE
		\$1,200.00		
INTERMOUNTAIN FARMERS, INC.	2/22/2024	\$283.56	pre-emergent for park strips	1070300 - PARKS GROUNDS SUPPLIES
INTERMOUNTAIN FARMERS, INC.	2/28/2024	\$279.99	Gopher bait	1070300 - PARKS GROUNDS SUPPLIES
INTERMOUNTAIN FARMERS, INC.	2/28/2024	\$1,039.60	Pre-emergent	1070300 - PARKS GROUNDS SUPPLIES
INTERMOUNTAIN FARMERS, INC.	2/28/2024	-\$1,039.60	Pre-emergent	1070300 - PARKS GROUNDS SUPPLIES

		\$563.55		
J-U-B ENGINEERING	2/22/2024	\$1,292.00	JUB 100 North Property research	1022450-928 - (INSP& TESTING)Silver Oaks Phase 1
KC LOWHAM	2/22/2024	\$154.73	Grammarly Subscription Reimburse Lowham	1054311 - PROFESSIONAL & TECHNICAL
KEELE MEDICAL, LLC	2/22/2024	\$718.75	EZ Saliva Tests x 25	1054311 - PROFESSIONAL & TECHNICAL
KING, CHANDLER	2/28/2024	\$18.50	Witness Fee	1042310 - PROFESSIONAL & TECHNICAL
KROPF, KAYDEN	2/22/2024	\$55.00	EMT Recertificaiton fees	7657235 - EMS - EDUCATION, TRAINING & TRAVEL
LES OLSON COMPANY	2/28/2024	\$630.01	Copy Machine Usage	4340300 - COPIER CONTRACT
LEVINE, DAVID PAUL	2/22/2024	\$1,000.00	Bail Refund	1022430 - COURT FINES AND FORFEITURES
LIND, HAILEY	2/28/2024	\$37.61	Youth City Council Graduation Gift	1041670 - YOUTH CITY COUNCIL EXPENSES
LOFGRAN, SUSAN	2/28/2024	\$680.00	Bail Refund	1022430 - COURT FINES AND FORFEITURES
LOUDER, ANNETTE	2/28/2024	\$18.50	Jury Duty	1042310 - PROFESSIONAL & TECHNICAL
MARSHALL, THOMAS	2/28/2024	\$18.50	Jury Duty	1042310 - PROFESSIONAL & TECHNICAL
MARTINEZ, JOSEPH	2/28/2024	\$18.50	Jury Duty	1042310 - PROFESSIONAL & TECHNICAL
MECHAM, LYNN	2/22/2024	\$322.08	Per Diem for Lynn Mecham for Water Conference	1041230 - EDUCATION, TRAINING & TRAVEL
MOOS, TYLER	2/28/2024	\$18.50	Witness Fee	1042310 - PROFESSIONAL & TECHNICAL
MORRIS, WENDELL	2/28/2024	\$1,200.00	Reimbursement for cemetery grave	1034810 - SALE OF CEMETERY LOTS
MOUNTAIN ALARM	2/28/2024	\$213.40	Alarm monitoring	1051300 - BUILDINGS & GROUND MAINTENANCE
MOUNTAINLAND ASSOCIATIONS OF GOVERNMENTS	2/22/2024	\$6,250.00	Additional Services for lobbying services on behalf of Santaquin City	4540210 - PROFESSIONAL SERVICES
MOUNTAINLAND SUPPLY	2/22/2024	\$3,393.45	Single port MXU's	5440242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	2/22/2024	\$3,393.46	Single port MXU's	5140242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	2/22/2024	\$3,393.46	Single Port MXU's	5240242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	2/22/2024	\$1,077.12	Air filters for buildings	1051300 - BUILDINGS & GROUND MAINTENANCE
MOUNTAINLAND SUPPLY	2/22/2024	\$920.00	MXU's	5140242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	2/22/2024	\$920.00	MXU's	5240242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	2/22/2024	\$920.00	MXU's	5440242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	2/22/2024	\$3,030.08	Meters	5140242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	2/22/2024	\$3,030.08	Meters	5240242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	2/22/2024	\$3,030.08	Meters	5440242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	2/22/2024	\$742.28	Meter parts	5440242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	2/22/2024	\$742.29	Meter parts	5140242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	2/22/2024	\$742.29	Meter parts	5240242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	2/22/2024	\$229.38	Parts for community garden	6640720 - RAP TAX EXPENSE
MOUNTAINLAND SUPPLY	2/22/2024	\$2,392.00	Furnace filters for buildings	1051300 - BUILDINGS & GROUND MAINTENANCE
MOUNTAINLAND SUPPLY	2/28/2024	\$5,157.52	21 line repair (Mike Robertson field)"	5440751 - SUMMIT CREEK IRR REPAIR EXPENSES
MOUNTAINLAND SUPPLY	2/28/2024	\$574.87	pipe and fittings for stock	5140240 - SUPPLIES
		\$33,688.36		
NERDIN, CAMERON	2/28/2024	\$200.00	Restitution - Case #231700003	1022430 - COURT FINES AND FORFEITURES
NIELSEN & SENIOR, ATTORNEYS	2/28/2024	\$29,735.75	Criminal Prosecution Services - February 2024	1043331 - LEGAL

NIELSEN & SENIOR, ATTORNEYS	2/28/2024	\$5,216.18 \$34,951.93	Civil Legal Services - February 2024	1043331 - LEGAL
NORTHWEST FENCE & SUPPLY	2/28/2024	\$3,304.19	Fencing for community garden	6640720 - RAP TAX EXPENSE
OIL CHANGERS	2/28/2024	\$213.22	Vehicle Maint for Lowham/Wall/Beckstead	1054250 - EQUIPMENT MAINTENANCE
PASTPERFECT SOFTWARE, INC.	2/28/2024	\$1,889.00	Collections Software Project	6340730 - CAPITAL PROJECTS
PAYSON AUTO SUPPLY - NAPA	2/22/2024	\$3.46	Shop supplies	1060240 - SUPPLIES
PICARDO, LONALEE	2/28/2024	\$18.50	Witness Fee	1042310 - PROFESSIONAL & TECHNICAL
POINT EMBLEMS LLC	2/22/2024	\$795.00	PD Patches x 200	1054240 - SUPPLIES
POLYDYNE INC.	2/28/2024	\$4,356.43	Polymer	5240510 - WRF - CHEMICAL SUPPLIES
PRINCIPAL LIFE INSURANCE COMPANY	2/22/2024	\$724.53	Vision Insurance Premium - March 2024	1022508 - VISION
PRINCIPAL LIFE INSURANCE COMPANY	2/22/2024	\$5,821.68 \$6,546.21	Dental Insurance Premium - March 2024	1022501 - DENTAL
REPUBLIC SERVICES LLC #864	2/28/2024	\$63.91	Rec building tipping fees	1062311 - WASTE PICKUP CHARGES
REVCO	2/22/2024	\$597.51	Copy Machine Leases - City Hall	4340300 - COPIER CONTRACT
ROBERTS, TAYSIA	2/28/2024	\$18.50	Witness Fee	1042310 - PROFESSIONAL & TECHNICAL
ROBERTS, TYLEE	2/28/2024	\$18.50	Witness Fee	1042310 - PROFESSIONAL & TECHNICAL
ROCKY MOUNTAIN POWER	2/22/2024	\$32.98	509 FIRESTONE DRIVE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	2/22/2024	\$14.36	1250 S CANYON ROAD	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	2/22/2024	\$4.79	80 E 770 N	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	2/22/2024	\$21.17	154 E 950 S	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	2/22/2024	\$44.01	1005 S RED BARN	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	2/22/2024	\$59.28	415 TRAVERTINE WAY	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	2/22/2024	\$20.43	1026 E MAIN STREET	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	2/22/2024	\$18.72	1000 N CENTER PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	2/22/2024	\$370.25	1213 N CENTER (PUBLIC WORKS BUILDING)	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	2/22/2024	\$832.01	10 W GINGER GOLD ROAD (LIFT STATION)	5240270 - UTILITIES
ROCKY MOUNTAIN POWER	2/22/2024	\$12,232.57	1215 N CENTER	5240500 - WRF - UTILITIES
ROCKY MOUNTAIN POWER	2/22/2024	\$26.92	115 W 860 N - STRONGBOX	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	2/22/2024	\$29.48	1269 S RED CLIFF DRIVE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	2/22/2024	\$35.24	1230 S BLUFF ST.	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	2/22/2024	\$58.04	1595 S LONGVIEW ROAD	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	2/22/2024	\$170.64	759 BADGER WAY	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	2/28/2024	\$399.36 \$14,370.25	1100 S CANYON ROAD	5440273 - UTILITIES
SALT LAKE COMMUNITY COLLEGE - FOOD SERVICE	2/28/2024	\$215.90	POST Cadet Meals Jan 2024, Hansen	1054230 - EDUCATION, TRAINING & TRAVEL
SANTAQUIN CITY UTILITIES	3/1/2024	\$200.00	Cemetery	1022350 - UTILITIES PAYABLE
SANTAQUIN CITY UTILITIES	3/1/2024	\$795.00 \$995.00	Utilities	1022350 - UTILITIES PAYABLE
SELECTHEALTH, INC	2/28/2024	\$62,814.80	Health Insurance Premium - March 2024	1022500 - HEALTH INSURANCE
SHRED-IT US JV LLC	2/22/2024	\$165.77	Document Shredding Servcies	1043310 - PROFESSIONAL & TECHNICAL

SKAGGS PUBLIC SAFETY UNIFORM	2/22/2024	\$321.58	Wall shirts/holster/cuff case	1054240 - SUPPLIES
SPAULDING, ANGELA	2/28/2024	\$18.50	Jury Duty	1042310 - PROFESSIONAL & TECHNICAL
SPEED-E CRETE CONCRETE LLC	2/28/2024	\$419.00	Lamb Rental	1051300 - BUILDINGS & GROUND MAINTENANCE
SPENCER, BEN	2/28/2024	\$18.50	Witness Fee	1042310 - PROFESSIONAL & TECHNICAL
THATCHER COMPANY	2/22/2024	\$2,192.75	Hypochlorite	5240510 - WRF - CHEMICAL SUPPLIES
THATCHER COMPANY	2/22/2024	-\$500.00	Tote return	5240510 - WRF - CHEMICAL SUPPLIES
		\$1,692.75		
THE HARTFORD	2/20/2024	\$3,828.11	Life, ADD, LTD & Sup Life - February 2024	1022504 - LIFE/ADD
THIELMAN, KATLYN	2/28/2024	\$18.81	Trust Overpayment - Refund	1022430 - COURT FINES AND FORFEITURES
TWO TWENTY TEES	2/28/2024	\$350.00	Adaptive Tshirts	6140665 - YOUTH SPORTS
TWO TWENTY TEES	2/28/2024	\$115.00	Youth Sport Decals	6140665 - YOUTH SPORTS
		\$465.00		
UTAH CONTAINER & TANK, LLC	2/22/2024	\$250.00	Storage rental for meter project	4140829 - PI METER UPGRADE PROJECT
UTAH COUNTY LODGE #31	3/1/2024	\$253.00	FOP Dues (Ut County Lodge #31)	1022425 - FOP DUES
UTAH LOCAL GOVERNMENT TRUST	2/22/2024	-\$190.69	Credit for Auto Insurance	1043510 - INSURANCE AND BONDS
UTAH LOCAL GOVERNMENT TRUST	2/22/2024	\$714.55	Auto - Adding One Vehicle	1043510 - INSURANCE AND BONDS
UTAH LOCAL GOVERNMENT TRUST	2/22/2024	\$3,132.30	ULGT Workers Compensation Premium Invoice for February 2024	1022250 - WORKMENS COMPENSATION PAYABLE
UTAH LOCAL GOVERNMENT TRUST	2/22/2024	\$3,348.31	ULGT Workers Compensation Premium Invoice for March 2024	1022250 - WORKMENS COMPENSATION PAYABLE
		\$7,004.47		
UTAH STATE TAX COMMISSION	2/20/2024	\$7,859.31	State Income Tax	1022230 - STATE WITHHOLDING PAYABLE
UTAH STATE TAX COMMISSION	2/20/2024	\$7,628.94	State Income Tax	1022230 - STATE WITHHOLDING PAYABLE
		\$15,488.25		
UTAH VALLEY UNIVERSITY	2/28/2024	\$360.00	Winter Fire School 24	7657230 - FIRE - EDUCATION, TRAINING & TRAVEL
VERATHON, INC.	2/28/2024	\$4,579.96	Glide Scope service warranty	7657252 - EMS - EQUIPMENT MAINTENANCE
VERIZON WIRELESS	2/28/2024	\$554.17	PD Cellphones	1054280 - TELEPHONE
VERIZON WIRELESS	2/28/2024	\$680.23	PD Jetpacks	1054340 - CENTRAL DISPATCH FEES
VERIZON WIRELESS	2/28/2024	\$130.68	Fire/EMS Telephone	7657280 - TELEPHONE
VERIZON WIRELESS	2/28/2024	\$120.03	Comm Dev Jetpacks	1068280 - TELEPHONE
VERIZON WIRELESS	2/28/2024	\$40.01	GPS Data Collector	1048280 - TELEPHONE
VERIZON WIRELESS	2/28/2024	\$369.51	Pub Works PI Monitors	5140240 - SUPPLIES
VERIZON WIRELESS	2/28/2024	\$42.59	Amalie Ottley Phone	1043280 - TELEPHONE
VERIZON WIRELESS	2/28/2024	\$42.59	Gregg Hiatt Phone	5240280 - TELEPHONE
		\$1,979.81		
WALL, MIKE	2/28/2024	\$18.50	Witness Fee	1042310 - PROFESSIONAL & TECHNICAL
WALMART BRC - GE CAPITAL RETAIL BANK	2/28/2024	-\$14.52	SENIOR LUNCH	7540480 - FOOD
WALMART BRC - GE CAPITAL RETAIL BANK	2/28/2024	\$5.67	BEREAVEMENT CARD FOR BILL HOOSER	1054240 - SUPPLIES
WALMART BRC - GE CAPITAL RETAIL BANK	2/28/2024	\$11.74	SENIOR LUNCH	7540480 - FOOD
WALMART BRC - GE CAPITAL RETAIL BANK	2/28/2024	\$18.89	SENIOR LUNCH	7540480 - FOOD
WALMART BRC - GE CAPITAL RETAIL BANK	2/28/2024	\$23.08	SENIOR LUNCH	7540480 - FOOD
WALMART BRC - GE CAPITAL RETAIL BANK	2/28/2024	\$46.35	SENIOR LUNCH	7540480 - FOOD
WALMART BRC - GE CAPITAL RETAIL BANK	2/28/2024	\$50.71	SENIOR LUNCH	7540480 - FOOD
WALMART BRC - GE CAPITAL RETAIL BANK	2/28/2024	\$51.77	SENIOR LUNCH	7540480 - FOOD

WALMART BRC - GE CAPITAL RETAIL BANK	2/28/2024	\$76.80	SENIOR LUNCH	7540480 - FOOD
WALMART BRC - GE CAPITAL RETAIL BANK	2/28/2024	\$113.29	SENIOR LUNCH	7540480 - FOOD
WALMART BRC - GE CAPITAL RETAIL BANK	2/28/2024	\$140.53	SENIOR LUNCH	7540480 - FOOD
		\$524.31		
ZIONS BANK PUBLIC FINANCE	2/22/2024	\$437.50	Public Safety Impact Fee Analysis - 2024	5840730 - CAPITAL FACILITY PLAN UPDATE
ZIONS BANK-CASH	2/17/2024	\$100.00	PETTY CASH FOR DADDY/DAUGHTER	6240251 - COMMUNITY EVENTS EXPENSE
TOTAL:		\$366,671.88		



To: Mayor Olson and City Council
From: John Bradley, Community Services Director
Date: March 5, 2024
RE: Miss Santaquin Float Reconstruction

Miss Santaquin Committee has requested the ability to reconstruct the Santaquin City Float that is used each year for all the regional parades. It is a trailer that has been minimally altered over the years by volunteers. City Staff and Miss Santaquin Committee have been budgeting a little extra money each year in that line item for over 5 years, which has grown sufficiently to have a professional design company reconstruct the float. The funds have been accruing in the Miss Santaquin Fund Balance Account.

Modern Display is a sole source provider and professional float design/build company that services floats for municipalities in the State of Utah. They can do all necessary design and build before the busy Summer 2024 parade season.

Staff Recommendation:

Approve up to \$13,000 from Miss Santaquin Fund Balance to pay Modern Display for the design/build to reconstruct the Santaquin City Float.



Example of a themed municipal Float.



To: Mayor and City Council
From: Norm Beagley, MPA, P.E., City Manager
Date: February 29, 2024
Re: Chieftain Museum Bat Removal and Clean Up

Dear Mayor, and Council Members,

As Mayor Olson indicated in a previous email to the Council, we have been checking on funding to hire a contractor to do the bat mitigation in the Chieftain Museum. This work would clean up the museum before the bats return this spring. The company is ready to go to work and it will take much of the weight out of the rafters, provide a plastic barrier, help curtail future infestations, and remove as much of the smell as possible.

We have identified sufficient funding to cover the cost of \$23,000 to have this work done this fiscal year. The contracting company is available to start immediately.

For your review, I have attached the estimate from Animal Removal and Prevention, Inc. to perform this work.

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

Staff recommends that the Council approve (ratify) the award of a contact to Animal Removal and Prevention, Inc. for bat removal, remediation, and clean up for the Chieftain Museum.



Animal Removal and Prevention Inc.

New Estimate

\$23,550.00

Estimate

[View Estimate](#)

Estimate #052169 sent

January 29, 2024

Customer

Santaquin Chieftain Museum John Bradley

Santaquin City

jbradley@santaquin.org

801-310-0257

95 W 100 S

Santaquin, Utah 84655

Message

We look forward to working with you.

Clean up and Disinfect	\$21,000.00
<hr/>	
Lift Rental	\$2,200.00
<hr/>	
Plastic for Debris	\$350.00
<hr/>	
Subtotal	\$23,550.00
Total	\$23,550.00

Animal Removal and Prevention Inc.

arputah@gmail.com

801-882-8243

Please contact Animal Removal and Prevention Inc. about its
privacy practices.



MEMO



To: Mayor Olson and City Council
From: Ryan Harris, Senior Planner
Date: March 1, 2024
Re: **Deferral Agreement for Sutherland Subdivision**

A & D RE Holding Inc and UT Holding Services LLC are seeking approval for the Sutherland Subdivision located at approximately 565 West Lark Road. Santaquin City Code requires subdivisions to install all infrastructure and surface improvements (i.e., curb, gutter, sidewalk, landscaping, etc.) with the subdivision. However, a deferral agreement may be approved by the City Council, which allows the improvements to be installed by the developer at a future date when the city has determined how the infrastructure improvements should be completed in the area.

The Development Review Committee has reviewed the subdivision and forwarded a favorable recommendation to the Planning Commission with the condition that all infrastructure improvements be shown on the plans, or a deferral agreement be approved by the City Council. The developer is requesting the deferral agreement. Before the Planning Commission can review the subdivision, direction from the City Council regarding infrastructure improvements is needed.

Staff Recommendation: It is recommended that the City Council approve the deferral agreement for the Sutherland Subdivision.

Recommended Motion: “Motion to approve Resolution 03-01-2024, a resolution approving an infrastructure deferral agreement with A & D RE Holdings Inc. and UT Holding Services LLC for the Sutherland Subdivision located at 565 West Lark Road.



RESOLUTION 03-01-2024

A RESOLUTION APPROVING AN INFRASTRUCTURE DEFERRAL AGREEMENT WITH A & D RE HOLDING INC AND UT HOLDING SERVICES LLC FOR THE SUTHERLAND SUBDIVISION LOCATED AT 565 WEST LARK ROAD

BE IT HEREBY RESOLVED:

SECTION 1: The attached documents represent the Infrastructure Deferral Agreement for the Sutherland Subdivision located at 565 West Lark Road, Santaquin, UT 84655.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 5th day of March, 2024.

City of Santaquin,

Daniel M. Olson, Mayor

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

ATTEST:

Amalie R. Ottley, City Recorder

INFRASTRUCTURE DEFERRAL AGREEMENT

THIS AGREEMENT, is made and entered into, effective as of the ____ day of _____, 20 ____, by and between the City of Santaquin, Utah, a municipality and political subdivision of the State of Utah, hereinafter “City” and, A & D RE Holding Inc & UT Holding Services LLC, hereinafter referred to as “Property Owners,” the City and Property Owners may hereinafter be referred to individually as a “Party” or together as “Parties” to this Agreement.

WITNESSETH:

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

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

WHEREAS, Property Owners own certain real property located in the City, which real property is more particularly described in Exhibit A hereto (the “Property”), and has submitted an application to subdivide the Property into two (2) lots for single-family homes on the Property (the “Application”); and

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

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

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

WHEREAS, the Parties now desire to enter into this Agreement in order to establish the terms and conditions of such Agreement.

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

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

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

- a. Curb and Gutter along Lark Raod;
- b. Sidewalk along Lark Road;

- c. Extension of structural fill, road base and asphalt paving between the curb and gutter and the existing paved surface of Lark Road; and
- d. Landscaping within the public right-of-way along Lark Road.
- e. Storm Drain infrastructure (i.e. curb inlets, infiltration basins, etc.) as determined by the City.

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

4. Within ten years of the recordation of this agreement, the City shall adopt a plan for the construction of infrastructure improvements adjacent to the Property and shall notify Property Owners, in accordance with paragraph 18, to commence construction of the Deferred Improvements as provided in the City's adopted improvement plans.

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

a. Property Owners shall commence construction of the Deferred Improvements within 30 days of the notice described in paragraph 4 above and shall complete the Deferred Improvements within 90 days of said notice.

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

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

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

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

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

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

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

10. Notwithstanding the provisions of this Agreement, the Parties expressly agree that City may at any time, at its option, install and/or complete the Deferred Improvements. Should City exercise

such option, Property Owners shall reimburse the City, within 30 days of an invoice from the City, for all costs resulting from said installation and/or completion.

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

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

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

14. Property Owners expressly acknowledge that nothing in this Agreement shall be deemed to relieve Property Owners from their obligations to comply with all applicable requirements of the City necessary for any use of the Property including payment of fees, the approval of all building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City. Furthermore, this Agreement does not imply or guarantee that the City will approve a building permit on or development of the Property, except where provided by law.

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

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

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

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

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

If to City to:

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

Copy to:

Brett B. Rich, Esq.
Nielsen & Senior
1145 South 800 East, Suite 110
Orem, Utah 84097

If to Property Owners to:

A & D Holding Inc and UT Holdings Services LLC
365 S Garden Grove Ln, Suite 110
Pleasant Grove, UT 84062

If to subsequent owner(s) of the Property or any portion thereof, the City shall provide notice to the owners of record and to the mailing address of record for such owners, which is deemed sufficient by the Parties hereto.

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

Exhibit A Legal description of the Property (containing 1 page)
Exhibit B Subdivision Preliminary Plat (containing 1 page)

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

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

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

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

24. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision of this Agreement. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall remain in full force and effect.

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

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

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

28. A Notice of Agreement shall be filed in the office of the Utah County Recorder by the City within 10 business days of the execution hereof.

IN WITNESS THEREOF, this Agreement has been executed by a person(s) duly authorized by Property Owners to execute the same and by the duly elected Mayor of the City of Santaquin, with the approval of the Santaquin City Council as of March 5, 2024.

CITY OF SANTAQUIN

Daniel M. Olson, Mayor

ATTEST:

Amalie R. Ottley, City Recorder

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

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

Notary Public

PROPERTY OWNERS

A & D RE Holding Inc

By: _____
Its: _____

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this ____ day of _____, 20__, personally appeared before me, _____ who, after being duly sworn, did say he/she is the _____ of A & D RE Holding Inc, and acknowledged to me that he/she is authorized to execute this document and who executed the same.

Notary Public _____

UT Holding Services LLC

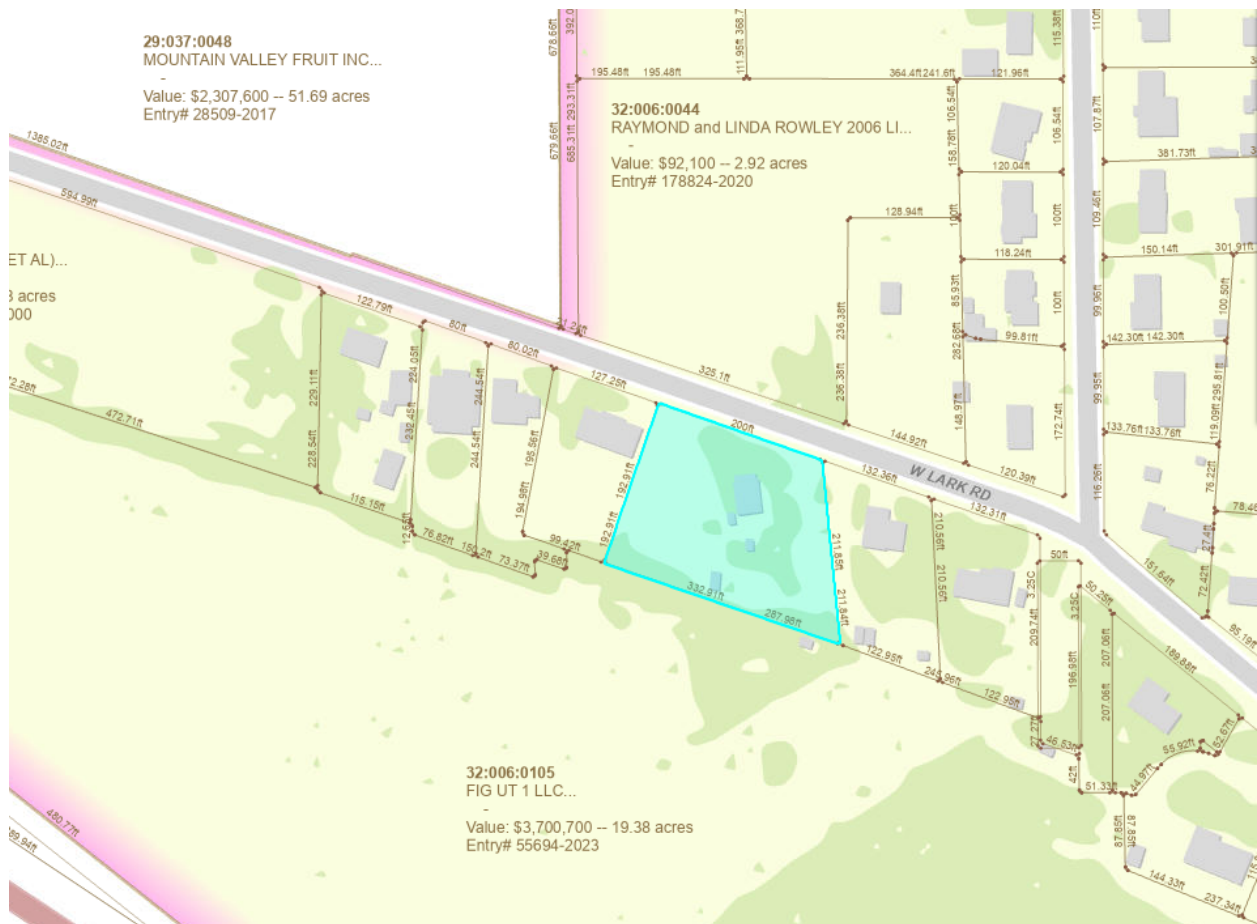
By: _____
Its: _____

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this ____ day of _____, 20__, personally appeared before me, _____ who, after being duly sworn, did say he is the _____ of UT Holding Services LLC, and acknowledged to me that he/she is authorized to execute this document and who executed the same.

Notary Public _____

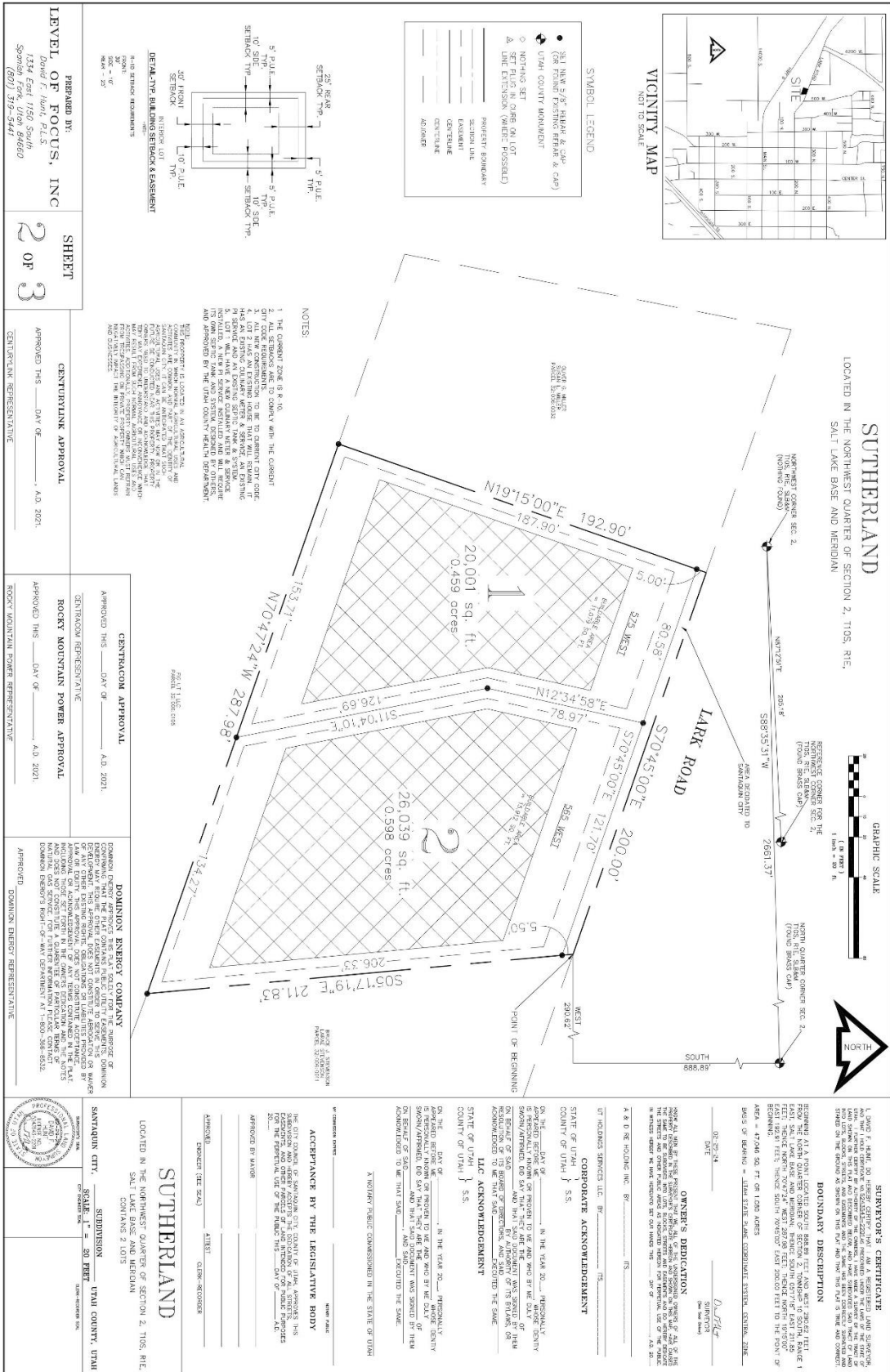
Exhibit A: Property Identifier



The Property is identified by Utah County Recorder Parcel Serial Numbers 32: 006:0011 as depicted in the above figure.

Legal Description: COM S 888.89 FT & W 290.62 FT FR N1/4 COR SEC 2, T10S, R1E, SLM; S 5 DEG 17'19"E 211.85 FT; N 70 DEG 47'24"W 287.98 FT; N 19 DEG 15'E 192.91 FT; S 70 DEG 45'E 200 FT TO BEG. AREA 1.08 ACRES.

Exhibit B: Subdivision Preliminary Plat



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

**RESOLUTION 03 -01-2023-CDA
APPROVAL OF ADDENDUM #1 TO THE SANTAQUIN PEAKS, LLC
REAL ESTATE PURCHASE AGREEMENT**

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

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

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

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

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

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

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

APPROVED AND ADOPTED THIS ____ day of March, 2024.

Daniel M. Olson, Board Chair

Attest:

Amalie R. Ottley, Secretary

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

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

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

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

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

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

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

[Signatures on following page.]

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

SELLER:

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

DATE: _____, 20__.

DANIEL M. OLSON, Chair

ATTEST:

Amalie R. Ottley, Secretary

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

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

Notary Public _____

BUYER:

Santaquin Peaks, LLC., a Utah corporation

By: _____
_____, its _____,
(Title) (Position)

DATE: _____, 20__.

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

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

Notary Public _____

EXHIBIT A
(PURCHASE AGREEMENT)

REAL PROPERTY PURCHASE AGREEMENT

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

RECITALS

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

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

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

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

NOW THEREFORE, the Parties hereto agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Closing Costs and Prorations.

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

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

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

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

9. Seller's Disclosures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Default and Remedies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

SELLER:

COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY

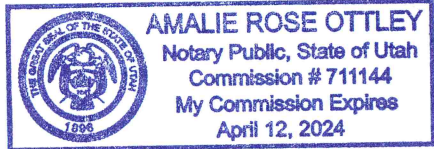
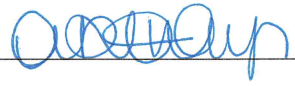
DATE: 11/9, 2023 
DANIEL M. OLSON, Chair

ATTEST:


Amalie R. Ottley, Secretary

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

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

 Notary Public 

BUYER:

Santaquin Peaks, LLC

[Handwritten Signature]

DATE: 11/9, 2023

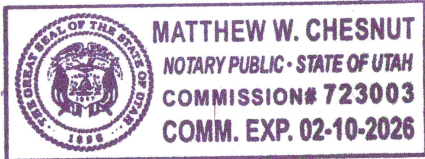
James Bradshaw
member, Partner
Title

STATE OF UTAH)

:SS

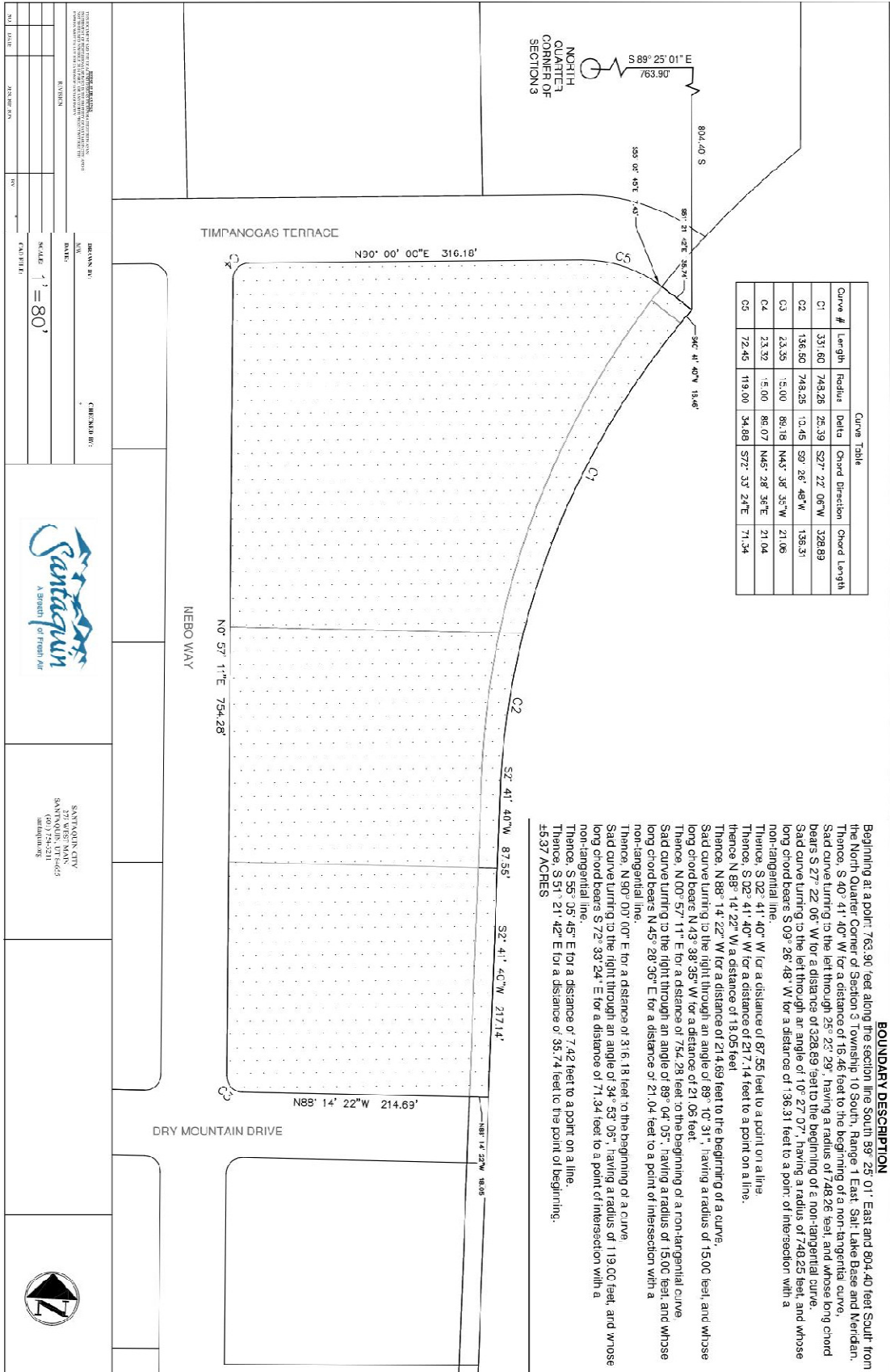
COUNTY OF UTAH)

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



Notary Public *[Handwritten Signature]*

EXHIBIT A
DESCRIPTION OF THE PROPERTY



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

BOUNDARY DESCRIPTION

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

PREPARED BY: [Name]
 CHECKED BY: [Name]
 DATE: [Date]

SCALE: 1" = 80'
 PROJECT: [Project Name]



SANTAQUIN CITY
 277 WEST MAIN
 SALT LAKE CITY, UT 84143
 (801) 224-2321
 santaquin.org



EXHIBIT B

INDUSTRIAL PARK ARCHITECTURAL STANDARDS

Industrial Park Building Architectural Standards:

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

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

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

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

EXHIBIT C
SITE PLAN AND BUILDING TYPES



ae urbia



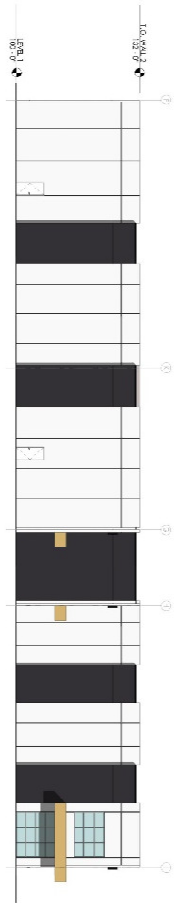


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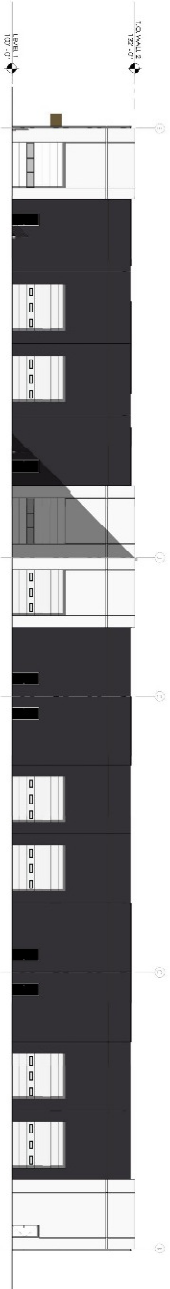




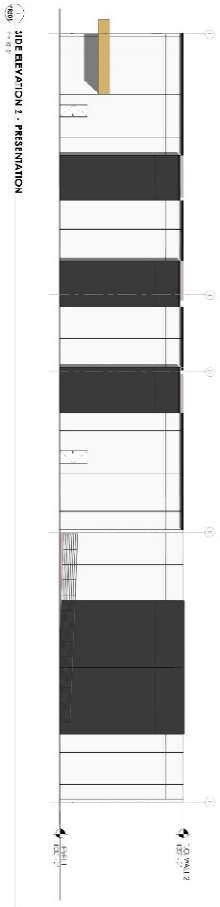
FRONT ELEVATION - PRESENTATION



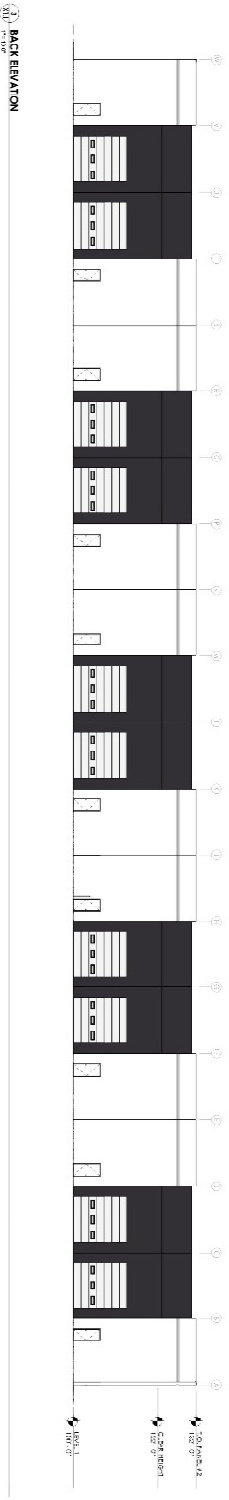
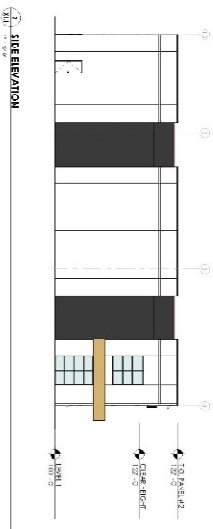
SIDE ELEVATION 1 PRESENTATION



REAR ELEVATION - PRESENTATION



SIDE ELEVATION 2 - PRESENTATION



MONSON CONSTRUCTION - BUILDING 2
PRESENTATION ELEVATIONS

EXHIBIT D

CROSS ACCESS EASEMENT TERMS AND CONDITIONS

TERMS AND CONDITIONS OF CROSS ACCESS EASEMENT

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

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

which the party sought.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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