



CITY COUNCIL REGULAR MEETING

Tuesday, April 01, 2025, at 7:00 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://www.youtube.com/@santaquincity> 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.](#) 03-18-2025 City Council Regular Meeting Minutes

Bills

- [2.](#) City Expenditures from 03/15/2025 to 03/28/2025 in the amount of \$773,401.49

Resolutions

- [3.](#) Resolution 04-03-2025 - Surplus Property

RECOGNITIONS, PUBLIC FORUM, & APPOINTMENTS

Recognitions

- [4.](#) Employee of the Month - Jon Hepworth

Public Forum

5. Chamber of Commerce Report

Appointments

6. Kale Smith - RAP Tax Committee

BUILDING PERMIT & BUSINESS LICENSE REPORT

RESOLUTIONS, ORDINANCES, & DISCUSSION & POSSIBLE ACTION ITEMS

Resolutions

7. Resolution 04-01-2025 - Interlocal Agreement with Utah County for the 2025 Municipal Elections
8. Resolution 04-02-2025 - Approval of Division of Water Resources Funding Agreement
9. Resolution 04-04-2025 - Approval of the My Hometown Agreement

Ordinances

10. Ordinance 04-01-2025 - Amendment to City Utility Services
11. Ordinance 04-02-2025 - Reduction in Asphalt Requirements for Dedicated Roads
12. Ordinance 04-03-2025 - Minimum Unit Size Reduction in the Main Street Commercial Area of the MSBD Zone

Discussion & Possible Action

13. Discussion & Possible Action - Purchase of Rodeo Bucking Chutes from Powder River Company
14. Discussion & Possible Action - Possible Implementation of Fast Cast Voting

CONVENE OF THE SANTAQUIN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

15. Resolution 04-01-2025 CDA - Ratification of Approval for Rocky Mountain Power Agreement for Backbone Power (Phase II) of the Santaquin Peaks Subdivision
16. Resolution 04-02-2025 CDA - Addendum #2 to the CC Callaway Purchase Agreement

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

REPORTS BY MAYOR AND COUNCIL MEMBERS

CLOSED SESSION (May be called to discuss the character, professional competence, or physical or mental health of an individual, or deployment of security personnel, devices, or systems.)


CLOSED SESSION (May be called to discuss pending or reasonably imminent litigation; collective bargaining; and/or the purchase, exchange, or lease of real property, a proposed development agreement, a project proposal, or a financing proposal related to the development of land owned by the State.)

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.gov, 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



REGULAR CITY COUNCIL MEETING
Tuesday, March 18th, 2025, at 7:00 p.m.
Council Chambers at City Hall and Online

MINUTES

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

ROLL CALL

Councilors present included Art Adcock, Brian Del Rosario, Lynn Mecham, and Jeff Siddoway.

Others present included Assistant City Manager Jason Bond, Legal Counsel Brett Rich, City Recorder Amalie Ottley, and the Santaquin 3rd Ward Young Men's group.

City Manager Norm Beagley and Council Member Travis Keel were excused from the meeting.

PLEDGE OF ALLEGIANCE

Tucker Gasaway led the Pledge of Allegiance.

INVOCATION/INSPIRATIONAL THOUGHT

Councilor Adcock offered an inspirational thought.

DECLARATION OF POTENTIAL CONFLICTS OF INTEREST

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

CONSENT AGENDA

1. 03-04-2025 City Council Work Session Minutes
2. 03-04-2025 City Council Regular Meeting Minutes
3. City Expenditures from 03-01-2025 to 03-14-2025 in the amount of \$902,353.66.

Councilor Mecham made a motion to approve the Consent Agenda items 1 through 3. Councilor Adcock seconded the motion.

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

The motion passed.

PUBLIC FORUM

Lonnie Martinez attended the meeting to speak to the members of the City Council. He expressed frustration with the current city code as he is not allowed to build multi-family housing on a lot that he owns in the Main Street Residential Zone due to the size of the lot. After some discussion with the mayor and council, Mayor Olson directed staff to initiate a possible code amendment to allow multi-family housing in the Main Street Residential (MSR) Zone. Assistant City Manager Bond indicated that it will be considered by the Planning Commission at the next meeting where noticing can be completed in a timely manner.

BUILDING PERMIT & BUSINESS LICENSE REPORT

Assistant Manager Bond presented the Building Permit Report. 76 residential units have been issued building permits in the current calendar year. In comparison, 196 single and multi-family residential units have been built in the current fiscal year (July 1, 2024 – June 30, 2025). 4 new business licenses have been issued in the last two weeks.

OPEN & PUBLIC MEETINGS ACT (OPMA) TRAINING

4. Mayor Olson and members of the City Council watched a 35-minute video about the Open & Public Meetings Act in order to fulfill training requirements for 2025.

NEW BUSINESS

5. Resolution 03-04-2025 - Amendment to Employee Policy and Procedure Handbook Pertaining to the Drug Policy

Assistant City Manager Bond introduced Resolution 03-04-2025 - Amendment to Employee Policy and Procedure Handbook Pertaining to the Drug Policy. He indicated that the policy would be stricter on employees and the hiring process with regard to medical cannabis and/or other controlled substances.

Councilor Adcock made a motion to approve Resolution 03-04-2025 - Amendment to Employee Policy and Procedure Handbook Pertaining to the Drug Policy. Councilor Del Rosario seconded the motion.

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

The motion passed.

REPORTS BY STAFF, COUNCIL MEMBERS, AND MAYOR OLSON

Assistant Manager Bond reported items on the upcoming Development Review Committee (DRC) and Planning Commission agendas. He invited the mayor and council members to the March employee luncheon.

Councilor Mecham encouraged members of the council and the community to support the upcoming Miss Santaquin Pageant.

Councilor Siddoway reported on the end of the legislative session and the upcoming Maracas 5K.

Councilor Adcock inquired how transportation fees are determined in the city. Assistant Manager Bond indicated that after impact fee studies are completed, impact fees are approved and passed by the council as part of the Master Plan and then are used to maintain city roads. Councilor Adcock also reported on the improvements to the flooring in the museum.

Councilor Del Rosario reported on the Museums "Pot of Gold" event. He reported on new businesses moving into Santaquin and expressed his admiration for business owners in the area.

Mayor Olson asked Councilor Mecham to fill in for him at the Miss Santaquin Pageant as he has other duties that night. He reported that he and staff met with Kevin Marchant regarding a recent proposal regarding land for a commercial gym in the city. Mayor Olson directed staff to send council members information to possible lease the land the city bought for the purpose of another cemetery. Mayor Olson went over the snow water equivalent levels in the canyon. Lastly, Mayor Olson also reported on the clean up of the debris basin.

ADJOURNMENT

Councilor Mecham made a motion to adjourn the meeting. Councilor Del Rosario seconded the motion.

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

The motion passed.

The meeting was adjourned at 8:30 p.m.

ATTEST:

Daniel M. Olson, Mayor

Amalie R. Ottley, City Recorder

SANTAQUIN CITY CORPORATION
Check Register
CHECKING - ZIONS - 03/15/2025 to 03/28/2025

Payee Name:	Payment Date:	Amount:	Description:	Ledger Account:
ALL PRO SECURITY, LLC	3/27/2025	\$155.60	Security Services - Justice Court	1042310 - PROFESSIONAL & TECHNICAL
AMBIENTE H2O INC.	3/20/2025	\$15,674.82	Mixers	5240730 - CAPITAL PROJECTS
APPARATUS EQUIPMENT & SERVICE, INC (HAIX)	3/20/2025	\$1,249.90	Helmet replacement	7657250 - FIRE - EQUIPMENT MAINTENANCE
APPARATUS EQUIPMENT & SERVICE, INC (HAIX)	3/20/2025	-\$1,107.00	Refund on boots	7657700 - WILDLAND FIRE RES EXPENDITURES
		\$142.90		
AT&T MOBILITY	3/20/2025	\$32.61	Juniper	5140240 - SUPPLIES
AT&T MOBILITY	3/20/2025	\$32.61	Juniper	5140280 - TELEPHONE
		\$65.22		
AUTOZONE STORES LLC 06112	3/20/2025	\$34.48	AutoZone windshield wipers, Baldwin	1054250 - EQUIPMENT MAINTENANCE
BEAGLEY, NORM	3/20/2025	\$341.62	Travel & Per Diem For Norm Beagley to attend COP Conference in St George.	1043230 - EDUCATION, TRAINING & TRAVEL
BLAIR, BRIAN *	3/20/2025	\$94.24	Refund: 6400985 - BLAIR, BRIAN *	5113110 - ACCOUNTS RECEIVABLE
BONNEVILLE INDUSTRIAL SUPPLY CO	3/27/2025	\$695.60	Tool Box for new truck	4241058 - VEHICLE PURCHASES
BRIDGESOURCE, LLC	3/27/2025	\$249.70	Deft Fluid	1060260 - FUEL
BRODY CHEMICAL	3/20/2025	\$715.13	EMS Supplies, Laundry Chemicals	7657242 - EMS - SUPPLIES
BSN SPORTS	3/27/2025	\$5,555.00	Outdoor Volleyball Poles	6640720 - RAP TAX EXPENSE
BUFFO'S TERMITE & PEST CONTROL	3/27/2025	\$170.00	Buffos Pest Control-Harvest View	1070300 - PARKS GROUNDS SUPPLIES
CHEMTECH-FORD, INC	3/20/2025	\$107.00	Effluent Testing	5240310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	3/20/2025	\$150.00	Water Testing	5140310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	3/27/2025	\$107.00	Effluent Testing	5240310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	3/27/2025	\$150.00	Water Testing	5140310 - PROFESSIONAL & TECHNICAL SVCS
		\$514.00		
CHILD SUPPORT SERVICES/ORS	3/28/2025	\$170.31	Garnishment - Child Support	1022420 - GARNISHMENTS
CITIZENSERVE (ONLINE SOLUTIONS, LLC)	3/20/2025	\$14,700.00	Annual Billing (July 1, 2025 through June 30, 2026) for Citizenserve User Subscriptions (7)	4340505 - BUILDING INSPECTION TRACKING
CIVICPLUS, LLC	3/27/2025	\$3,238.20	Annual Website Platform Subscription	4340115 - MUNICODE
CODALE ELECTRIC SUPPLY	3/20/2025	\$349.00	Tools	5240520 - WRF - SUPPLIES
CODALE ELECTRIC SUPPLY	3/20/2025	\$9.62	Tools	5240520 - WRF - SUPPLIES
		\$358.62		
CORPORATE TRADITIONS	3/20/2025	\$25.00	Employee of the Month - April 2025	1043480 - EMPLOYEE RECOGNITIONS
CRABB, CHLOE	3/27/2025	\$2,065.00	Tuition Reimbursement Chloe Crabb	6440300 - MISS SANTAQUIN SCHOLARSHIP
DELCO WESTERN	3/27/2025	\$6,150.00	TYPE 1 BOOSTER PUMP UPGRADE	6040657 - WINTER STORAGE PONDS PUMP CAPACITY
DONE RITE LINES, LLC	3/27/2025	\$500.00	Red Curb Painting	4540200 - ROAD MAINTENANCE

EFTPS	3/18/2025	\$6,638.28	Medicare Tax	1022210 - FICA PAYABLE
EFTPS	3/18/2025	\$16,482.00	Federal Income Tax	1022220 - FEDERAL WITHHOLDING PAYABLE
EFTPS	3/18/2025	\$28,383.86	Social Security Tax	1022210 - FICA PAYABLE
		\$51,504.14		
ELECTRICAL WHOLESALE SUPPLY (BORDER STATES INDUSTRIES)	3/20/2025	\$14.23	Supplies	5440240 - SUPPLIES
ELECTRICAL WHOLESALE SUPPLY (BORDER STATES INDUSTRIES)	3/20/2025	\$14.24	Supplies	5140240 - SUPPLIES
		\$28.47		
EVA, SUSAN	3/20/2025	\$173.00	ACLS Refresher	7657235 - EMS - EDUCATION, TRAINING & TRAVEL
FORENSIC NURSING SERVICES LLC	3/27/2025	\$168.00	Forensic Nursing, blood/urine/triage 25SQ01322 Brighton Goodson	1054311 - PROFESSIONAL & TECHNICAL
FP MAILING SOLUTIONS	3/27/2025	\$104.85	Meter Machine Lease - City Hall	1043310 - PROFESSIONAL & TECHNICAL
GODFREY, JAMIE	3/27/2025	\$126.94	Miss Santaquin Pageant Supplies Reimbursement	6440200 - PAGEANT EXPENSES
GOUDY, KEELA	3/27/2025	\$278.98	Pageant Supplies Reimbursement	6440200 - PAGEANT EXPENSES
HENRY SCHEIN	3/20/2025	\$230.00	Henry Schein Nitrile disposable gloves	1054240 - SUPPLIES
HID GLOBAL CORPORATION	3/20/2025	\$1,053.00	HID Global Annual Maintenance Subscription	1054704 - POLICE - FINGERPRINTING
HOFFMAN, SHANNON	3/27/2025	\$410.26	Utah Government Finance Association (UGFOA) Conference - Shannon Hoffman	1043230 - EDUCATION, TRAINING & TRAVEL
HOLIDAYGOO, INC.	3/27/2025	\$310.48	Easter Egg Hunt supplies	6240251 - COMMUNITY EVENTS EXPENSE
HOOKER, TRUMAN	3/27/2025	\$680.00	Bail Refund - Case #255500129	1022430 - COURT FINES AND FORFEITURES
HORROCKS ENGINEERS LLC	3/20/2025	\$910.00	East Bench Debris Basins Final Design Progress Payment.	4140816-02 - NRCS - 6 ADDITIONAL DEBRIS BASINS
HORROCKS ENGINEERS LLC	3/20/2025	\$3,904.00	East Bench Debris Basins Final Design Progress Payment.	4140816-02 - NRCS - 6 ADDITIONAL DEBRIS BASINS
		\$4,814.00		
HUMPHRIES INC	3/20/2025	\$402.50	EMS Supplies OXYGEN	7657242 - EMS - SUPPLIES
HUMPHRIES INC	3/27/2025	\$166.39	Medical Supplies OXYGEN	7657242 - EMS - SUPPLIES
HUMPHRIES INC	3/27/2025	\$97.90	Medical Supplies OXYGEN	7657242 - EMS - SUPPLIES
		\$666.79		
INGRAM BOOK GROUP	3/20/2025	\$15.74	Library Clef Grant	7240600 - LIBRARY-CLEF FUNDS (STATE GRANT)
INTERWEST ELECTRIC COMPANY, LLC	3/27/2025	\$10,570.00	IEC progress payment for work done on Orchard Hills Ball Fields	5740512 - ORCHARD HILLS - BALL FIELD LIGHTS
INVENGO AMERICAN CORP.	3/27/2025	\$8,176.00	Library Self Checkout Station	7240760 - OTHER GRANT EXPENSES
JOHNSON TIRE SERVICE	3/20/2025	\$656.00	Johnson Tire Pros, new tires, Baldwin	1054250 - EQUIPMENT MAINTENANCE
KASSIE VOIGT DBA TWISTED ARTISTRY LLC	3/27/2025	\$150.00	Ties and Tiaras Event	6240251 - COMMUNITY EVENTS EXPENSE
KBARSAM BUCKLES & MORE	3/27/2025	\$1,012.65	Rodeo Queen Buckles	6240260 - RODEO EXPENSE
LANDMARK EXCAVATING, INC.	3/27/2025	\$216,025.56	Landmark Progress Payment for work done on Main Street Widening	4540306 - MAIN STREET WIDENING
LIVINGSTON PHOTO & PRINT SHOP	3/27/2025	\$692.00	Youth Sport Sponsor Banners	6140665 - YOUTH SPORTS
MCMASTER-CARR	3/20/2025	\$180.33	Level Sensor for Ahlin Pond	5440250 - EQUIPMENT MAINTENANCE

MOPA LLC	3/20/2025	\$5,563.49	Station alerting tones	4140707 - PUBLIC SAFETY BUILDING REMODEL
MORTENSEN, CINDI *	3/27/2025	\$72.92	REISSUE CHECK (06/27/2024) UTILITY ACCT. 115804 REFUND	1015800 - SUSPENSE
MORTENSEN, CINDI *	3/25/2025	-\$72.92	REISSUE CHECK (06/27/2024) DESTROYED UTILITY ACCT. REFUND	1015800 - SUSPENSE
		\$0.00		
MOUNTAIN ALARM	3/20/2025	\$210.00	Alarm Monitoring for City Hall & Public Safety	1051300 - BUILDINGS & GROUND MAINTENANCE
MOUNTAINLAND SUPPLY	3/20/2025	\$1,346.06	Canyon Road Booster Station	5440250 - EQUIPMENT MAINTENANCE
MOUNTAINLAND SUPPLY	3/20/2025	\$106.02	Vise for Pipe Machine	1060250 - EQUIPMENT MAINTENANCE
MOUNTAINLAND SUPPLY	3/20/2025	\$106.02	Vise for Pipe Machine	1070250 - EQUIPMENT MAINTENANCE
MOUNTAINLAND SUPPLY	3/20/2025	\$106.02	Vise for Pipe Machine	5140250 - EQUIPMENT MAINTENANCE
MOUNTAINLAND SUPPLY	3/20/2025	\$106.02	Vise for Pipe Machine	5440250 - EQUIPMENT MAINTENANCE
MOUNTAINLAND SUPPLY	3/20/2025	\$106.03	Vise for Pipe Machine	5240250 - EQUIPMENT MAINTENANCE
MOUNTAINLAND SUPPLY	3/20/2025	\$104.17	OILER	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	3/20/2025	\$104.17	OILER	5240240 - SUPPLIES
MOUNTAINLAND SUPPLY	3/20/2025	\$104.18	OILER	5440240 - SUPPLIES
MOUNTAINLAND SUPPLY	3/20/2025	\$403.46	Meter Parts	5140242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	3/20/2025	\$403.46	Meter Parts	5240242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	3/20/2025	\$403.46	Meter Parts	5440242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	3/20/2025	\$2,513.39	2 Meter for PI"	4140829 - PI METER UPGRADE PROJECT
MOUNTAINLAND SUPPLY	3/20/2025	\$28.35	BATTERIES FOR FLUSH VALVES	1051300 - BUILDINGS & GROUND MAINTENANCE
MOUNTAINLAND SUPPLY	3/27/2025	\$17,221.96	RESEVOIR VALVE REPAIR	5440751 - SUMMIT CREEK IRR REPAIR EXPENSES
MOUNTAINLAND SUPPLY	3/27/2025	\$3,539.55	4 METERS"	5440242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	3/27/2025	\$3,539.56	4 METERS"	5140242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	3/27/2025	\$3,539.56	4 METERS"	5240242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	3/27/2025	\$56.70	Batteries-City Hall	1051300 - BUILDINGS & GROUND MAINTENANCE
MOUNTAINLAND SUPPLY	3/27/2025	\$392.86	CURB STOP	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	3/27/2025	\$392.86	CURB STOP	5440240 - SUPPLIES
MOUNTAINLAND SUPPLY	3/27/2025	\$1,776.26	MXU'S	5140242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	3/27/2025	\$1,776.26	MXU'S	5240242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	3/27/2025	\$1,776.27	MXU'S	5440242 - METERS & MXU'S
MOUNTAINLAND SUPPLY	3/27/2025	\$89.60	Harvest View Park	1070300 - PARKS GROUNDS SUPPLIES
		\$40,042.25		
NIELSEN & SENIOR, ATTORNEYS	3/27/2025	\$29,845.90	Legal Services - Criminal	1043331 - LEGAL
NIELSEN & SENIOR, ATTORNEYS	3/27/2025	\$4,944.80	Legal Services - Civil	1043331 - LEGAL
		\$34,790.70		
OLSON, DAN	3/20/2025	\$341.62	Travel & Per Diem For Mayor to attend COP Conference in St George.	1041230 - EDUCATION, TRAINING & TRAVEL
ORTEGA, LAURA RUIZ	3/20/2025	\$82.00	Interpreter Services - Justice Court	1042310 - PROFESSIONAL & TECHNICAL
OUT BACK GRAPHICS, LLC	3/20/2025	\$60.00	Signs for trucks	1060240 - SUPPLIES
OUT BACK GRAPHICS, LLC	3/20/2025	\$60.00	Signs for trucks	1070300 - PARKS GROUNDS SUPPLIES
OUT BACK GRAPHICS, LLC	3/20/2025	\$60.00	Signs for trucks	5140240 - SUPPLIES
OUT BACK GRAPHICS, LLC	3/20/2025	\$60.00	Signs for trucks	5240240 - SUPPLIES
OUT BACK GRAPHICS, LLC	3/20/2025	\$60.00	Signs for trucks	5440240 - SUPPLIES
OUT BACK GRAPHICS, LLC	3/20/2025	\$58.90	Shirts for crew	1060350 - SAFETY & PPE
OUT BACK GRAPHICS, LLC	3/20/2025	\$58.90	Shirts for crew	1070350 - SAFETY - PPE
OUT BACK GRAPHICS, LLC	3/20/2025	\$58.90	Shirts for crew	5140350 - SAFETY & PPE
OUT BACK GRAPHICS, LLC	3/20/2025	\$58.90	Shirts for crew	5240350 - SAFETY & PPE
OUT BACK GRAPHICS, LLC	3/20/2025	\$58.90	Shirts for crew	5440350 - SAFETY & PPE
OUT BACK GRAPHICS, LLC	3/20/2025	\$17.00	Names on 1/4 zip uniforms	7657244 - UNIFORMS
OUT BACK GRAPHICS, LLC	3/20/2025	\$108.50	Street Signs	1060490 - STREET SIGN REPAIR & REPLACE

		\$720.00		
OWEN EQUIPMENT	3/27/2025	\$758.58	PARTS FOR VAC TRUCK	1060250 - EQUIPMENT MAINTENANCE
OWEN EQUIPMENT	3/27/2025	\$758.58	PARTS FOR VAC TRUCK	1070250 - EQUIPMENT MAINTENANCE
OWEN EQUIPMENT	3/27/2025	\$758.58	PARTS FOR VAC TRUCK	5240250 - EQUIPMENT MAINTENANCE
OWEN EQUIPMENT	3/27/2025	\$758.59	PARTS FOR VAC TRUCK	5140250 - EQUIPMENT MAINTENANCE
OWEN EQUIPMENT	3/27/2025	\$758.59	PARTS FOR VAC TRUCK	5440250 - EQUIPMENT MAINTENANCE
		\$3,792.92		
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$107.68	SWEEPER-BATTERIES	5140250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$107.68	SWEEPER-BATTERIES	5440250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$107.69	SWEEPER-BATTERIES	1060250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$107.69	SWEEPER-BATTERIES	5240250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$24.59	SWEEPER FILTERS	1060250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$24.59	SWEEPER FILTERS	5140250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$24.59	SWEEPER FILTERS	5440250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$24.60	SWEEPER FILTERS	5240250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$12.59	SWEEPER FILTER	5140250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$12.59	SWEEPER FILTER	5440250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$12.60	SWEEPER FILTER	1060250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$12.60	SWEEPER FILTER	5240250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	-\$2.28	Sweeper maintenance	1060250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$32.55	VAC TRUCK-FILTERS	5140250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$32.55	VAC TRUCK-FILTERS	5440250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$32.56	VAC TRUCK-FILTERS	1060250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$32.56	VAC TRUCK-FILTERS	5240250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$45.55	Shop supplies	1060240 - SUPPLIES
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$45.55	Shop supplies	1070300 - PARKS GROUNDS SUPPLIES
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$45.55	Shop supplies	5140240 - SUPPLIES
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$45.55	Shop supplies	5240240 - SUPPLIES
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$45.55	Shop supplies	5440240 - SUPPLIES
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$159.99	Shop	1070250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$160.00	Shop	1060250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$160.00	Shop	5140250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$160.00	Shop	5240550 - WRF - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$160.00	Shop	5440250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$13.76	SWEEPER TRUCK-BELTS	5140250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$13.76	SWEEPER TRUCK-BELTS	5240250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$13.77	SWEEPER TRUCK-BELTS	1060250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$13.77	SWEEPER TRUCK-BELTS	5240250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$16.25	PW61 AIR DRYER	5440250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$16.26	PW61 AIR DRYER	1060250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$16.26	PW61 AIR DRYER	5140250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$16.26	PW61 AIR DRYER	5240250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/20/2025	\$74.10	WATER TRUCK	1060250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/27/2025	\$161.78	Filters for Sweeper	1060250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/27/2025	-\$37.00	Credit for core	5140250 - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	3/27/2025	\$195.06	Supplies	1060240 - SUPPLIES
		\$2,249.20		
PLAYCORE GROUP INC DBA PLAY AND PARK STRUCTURES	3/20/2025	\$108,506.40	Foothill Village Playground Equipment	5740516 - FOOTHILL VILLAGE PARK IMPROVEMENTS
PRINCIPAL LIFE INSURANCE COMPANY	3/27/2025	\$619.06	Vision Premiums - April 2025	1022508 - VISION
PRINCIPAL LIFE INSURANCE COMPANY	3/27/2025	\$5,719.51	Dental Premiums - April 2025	1022501 - DENTAL
PRINCIPAL LIFE INSURANCE COMPANY	3/27/2025	\$82.85	COBRA - Mark Bell	1022501 - DENTAL
PRINCIPAL LIFE INSURANCE COMPANY	3/27/2025	\$118.94	Dental Premium - Surviving Spouse Benefit - Hooser	1054145 - SURVIVING SPOUSE BENEFIT PROGRAM

		\$6,540.36		
RB&G ENGINEERING, INC	3/27/2025	\$487.50	RB&G Geotechnical work for main street widening project.	4540306 - MAIN STREET WIDENING
RED RHINO INDUSTRIAL	3/20/2025	\$36.37	Fasteners restock	1060240 - SUPPLIES
RED RHINO INDUSTRIAL	3/20/2025	\$36.37	Fasteners restock	1070300 - PARKS GROUNDS SUPPLIES
RED RHINO INDUSTRIAL	3/20/2025	\$36.37	Fasteners restock	5140240 - SUPPLIES
RED RHINO INDUSTRIAL	3/20/2025	\$36.37	Fasteners restock	5240240 - SUPPLIES
RED RHINO INDUSTRIAL	3/20/2025	\$36.38	Fasteners restock	5440240 - SUPPLIES
RED RHINO INDUSTRIAL	3/20/2025	\$31.91	FASTNER RESTOCK	5140240 - SUPPLIES
RED RHINO INDUSTRIAL	3/20/2025	\$31.91	FASTNER RESTOCK	5240240 - SUPPLIES
RED RHINO INDUSTRIAL	3/20/2025	\$31.91	FASTNER RESTOCK	5440240 - SUPPLIES
		\$277.59		
REVCO	3/20/2025	\$597.51	Copy Machine Lease - City Hall	4340300 - COPIER CONTRACT
RHINO PUMPS	3/20/2025	\$34,029.03	Canyon Road Booster Pump Rebuild	5140750 - CAPITAL PROJECTS
ROCKY MOUNTAIN AIR SOLUTIONS	3/27/2025	\$567.00	Welding Supplies	1060240 - SUPPLIES
ROCKY MOUNTAIN POWER	3/20/2025	\$36.46	509 FIRESTONE DRIVE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	3/20/2025	\$445.27	1100 S CANYON ROAD	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	3/20/2025	\$4.67	80 E 770 N	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	3/20/2025	\$21.94	154 E 950 S	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	3/20/2025	\$46.58	1005 S RED BARN	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	3/20/2025	\$68.47	415 TRAVERTINE WAY	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	3/20/2025	\$16.96	1250 S CANYON ROAD	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	3/20/2025	\$20.56	1026 E MAIN STREET	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	3/27/2025	\$19.03	1000 N CENTER PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	3/27/2025	\$419.12	1213 N CENTER ST - PUBLIC WORKS BLDG SITE	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	3/27/2025	\$826.24	10 W GINGER GOLD ROAD (LIFT STATION)	5240270 - UTILITIES
ROCKY MOUNTAIN POWER	3/27/2025	\$12,500.30	1215 N CENTER	5240500 - WRF - UTILITIES
ROCKY MOUNTAIN POWER	3/27/2025	\$20.82	1852 S MARIGOLD WAY	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	3/27/2025	\$24.11	115 W 860 N - STRONGBOX	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	3/27/2025	\$31.36	1269 S RED CLIFF DRIVE	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	3/27/2025	\$32.05	150 S 900 E	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	3/27/2025	\$45.63	1230 S BLUFF STREET	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	3/27/2025	\$61.54	1595 S LONGVIEW ROAD	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	3/27/2025	\$180.51	759 S BADGER WAY	1060270 - UTILITIES - STREET LIGHTS
		\$14,821.62		
SANTAQUIN CITY	3/20/2025	\$150.00	Restitution - Espejo Case # 235501069	1022430 - COURT FINES AND FORFEITURES
SANTAQUIN CITY UTILITIES	3/28/2025	\$125.00	Cemetery	1022350 - UTILITIES PAYABLE
SANTAQUIN CITY UTILITIES	3/28/2025	\$705.00	Utilities	1022350 - UTILITIES PAYABLE
		\$830.00		
SELECTHEALTH, INC	3/27/2025	\$52.00	HSA Admin Fees - April 2025	1043310 - PROFESSIONAL & TECHNICAL
SELECTHEALTH, INC	3/27/2025	\$889.00	Health Insurance - April 2025 Surviving Spouse - Hooser	1054145 - SURVIVING SPOUSE BENEFIT PROGRAM
SELECTHEALTH, INC	3/27/2025	\$67,248.00	Health Insurance Premiums - April 2025	1022500 - HEALTH INSURANCE
		\$68,189.00		
SHRED-IT US JV LLC	3/27/2025	\$177.51	Document Shredding Services	1043310 - PROFESSIONAL & TECHNICAL
SKAGGS PUBLIC SAFETY UNIFORM	3/20/2025	\$62.55	Skaggs uniform shirt, Taylor Baldwin	1054240 - SUPPLIES

SORENSEN, NIKKI	3/27/2025	\$293.00	Miss Santaquin Pageant Program Printing Reimbursement	6440200 - PAGEANT EXPENSES
SPRINKLER SUPPLY	3/27/2025	\$130.95	Centennial Park	1070300 - PARKS GROUNDS SUPPLIES
STAPLES	3/20/2025	\$65.11	Copy paper/colored paper	1043240 - SUPPLIES
STAPLES	3/20/2025	\$8.51	Pre-inked Stamp	1043240 - SUPPLIES
STAPLES	3/20/2025	\$49.96	Chair Mat - Admin Office	1043240 - SUPPLIES
STAPLES	3/27/2025	\$38.31	Copy paper	6740240 - SUPPLIES
STAPLES	3/27/2025	\$47.85	Colored Paper	6140335 - MISC SUPPLIES
		\$209.74		
SUMMIT CREEK RODEO CLUB	3/27/2025	\$3,125.00	Roping Club 50% annual payment	6240260 - RODEO EXPENSE
SYMBOL ARTS, LLC	3/27/2025	\$146.25	Maracas 5K runner medals	6240251 - COMMUNITY EVENTS EXPENSE
THE CLASSIC CAR WASH OF SANTAQUIN LLC	3/27/2025	\$32.00	February Car Washes for Building Inspection Vehicles	1068250 - EQUIPMENT MAINT
THE CLASSIC CAR WASH OF SANTAQUIN LLC	3/27/2025	\$150.00	Car Washes February 2025	1054250 - EQUIPMENT MAINTENANCE
THE CLASSIC CAR WASH OF SANTAQUIN LLC	3/27/2025	\$10.80	E3 Carwash	1048250 - EQUIPMENT MAINTENANCE
THE CLASSIC CAR WASH OF SANTAQUIN LLC	3/27/2025	\$13.20	Car wash	1060250 - EQUIPMENT MAINTENANCE
		\$206.00		
THE HARTFORD	3/24/2025	\$4,355.07	Life, ADD, LTD & Sup Life - March 2025	1022504 - LIFE/ADD
TRILOGY MEDWASTE WEST LLC	3/20/2025	\$106.00	Bio Waste diposal	7657242 - EMS - SUPPLIES
TURF EQUIPMENT & AGRONOMICS, LLC	3/27/2025	\$12,105.00	Aera-vator and seeder	4241060 - EQUIPMENT PURCHASES
TYLER, MINDI	3/27/2025	\$61.64	Mileage Per Diem - Court Clerk Conference - 2 days Provo	1042230 - EDUCATION, TRAINING & TRAVEL
ULINE	3/27/2025	\$232.57	Uline, rifle evidence boxes	1054240 - SUPPLIES
USDA - RURAL DEVELOPMENT	3/17/2025	\$4,714.97	Principal - 2011A-2 Sewer Revenue	522540.2 - 2011A-2 Sewer Revenue Bond repaid
USDA - RURAL DEVELOPMENT	3/17/2025	\$5,856.03	Interest - 2011A-2 Sewer Revenue	5240820 - DEBT SERVICE - INTEREST
		\$10,571.00		
UTAH COUNTY LODGE #31	3/28/2025	\$253.00	FOP Dues (Ut County Lodge #31)	1022425 - FOP DUES
UTAH LEAGUE OF CITIES & TOWNS	3/27/2025	\$9,992.86	Annual ULCT Membership Fees	1043210 - BOOKS,SUBSCRIPTIONS,MEMBERSHIP
UTAH STATE RETIREMENT	3/26/2025	\$189.40	State Retirement	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	3/26/2025	\$5.00	Traditional IRA	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	3/26/2025	\$91.64	Retirement Loan Payment	1022325 - RETIREMENT LOAN PAYMENT
UTAH STATE RETIREMENT	3/26/2025	\$406.35	Post Retirement (After 7/2010)	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	3/26/2025	\$1,174.25	401K - Tier 1 Parity	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	3/26/2025	\$1,638.00	Roth IRA	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	3/26/2025	\$2,094.08	457	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	3/26/2025	\$5,768.03	401K	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	3/26/2025	\$29,695.10	State Retirement	1022300 - RETIREMENT PAYABLE
		\$41,061.85		
UTAH VALLEY UNIVERSITY	3/20/2025	\$150.00	Fire Certifications, New Certs	7657230 - FIRE - EDUCATION, TRAINING & TRAVEL
VANCON, INC	3/27/2025	\$15,437.50	VanCon progress payment for WRF upgrade	5640783 - WRF UPGRADE (ADDITIONAL TRAIN) PROJECT
VIVID PRINT AND MARKETING, LLC	3/20/2025	\$955.25	Maracas 5K Race Tshirts	6240251 - COMMUNITY EVENTS EXPENSE

WALMART BRC - GE CAPITAL RETAIL BANK	3/27/2025	\$6.98	EVENTS STORAGE	6840725 - YOUTH ENRICHMENT
WALMART BRC - GE CAPITAL RETAIL BANK	3/27/2025	\$39.14	YOUTH CLASSES	6840725 - YOUTH ENRICHMENT
WALMART BRC - GE CAPITAL RETAIL BANK	3/27/2025	\$42.74	SENIOR LUNCH	7540480 - FOOD
WALMART BRC - GE CAPITAL RETAIL BANK	3/27/2025	\$43.99	PD SPOUSE B-DAY GIFTS	1054240 - SUPPLIES
WALMART BRC - GE CAPITAL RETAIL BANK	3/27/2025	\$94.13	YOUTH CLASSES	6840725 - YOUTH ENRICHMENT
WALMART BRC - GE CAPITAL RETAIL BANK	3/27/2025	\$127.25	SENIOR LUNCH	7540480 - FOOD
WALMART BRC - GE CAPITAL RETAIL BANK	3/27/2025	\$143.01	SENIOR LUNCH	7540480 - FOOD
WALMART BRC - GE CAPITAL RETAIL BANK	3/27/2025	\$179.02	SENIOR LUNCH	7540480 - FOOD
WALMART BRC - GE CAPITAL RETAIL BANK	3/27/2025	\$180.47	YOUTH CLASSES	6840725 - YOUTH ENRICHMENT
WALMART BRC - GE CAPITAL RETAIL BANK	3/27/2025	\$209.00	SENIOR LUNCH	7540480 - FOOD
		\$1,065.73		
WAXIE SANITARY SUPPLY	3/20/2025	\$70.65	Cleaning Supplies-City Hall	1051240 - SUPPLIES
WESTOVER, ANNIE	3/20/2025	\$173.00	Initial ACLS Course	7657235 - EMS - EDUCATION, TRAINING & TRAVEL
WOOD, MICHAEL PAUL	3/27/2025	\$28.55	Trust Overpayment	1022430 - COURT FINES AND FORFEITURES
TOTAL:		\$773,401.49		

Santaquin City Resolution 04-03-2025

A RESOLUTION DECLARING SURPLUS PROPERTY OF SANTAQUIN CITY

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

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

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

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

Approved and adopted by the Santaquin City Council this 1st day of April, 2025.

Attest:

Daniel M. Olson, Santaquin City Mayor

Amalie R. Ottley, City Recorder

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

Description:

- Dewalt Toolbox
- Dewalt 20v Compact Wrench
- Dewalt 20v Cordless Impact
- Dewalt 12v Cordless Impact
- Dewalt 20v Cordless Drill
- Dewalt 20V 3-Speed Impact
- Assorted Hand Tools
- Assortment of Bits
- Milwaukee Sawzall
- Toolbox w/Misc Handtools
- Milwaukee Super Hawg Drill
- Dewalt Grinder
- Milwaukee Jigsaw
- Milwaukee Drill x2
- BF Goodrich Mud-Terrain Tire and Wheel– 35x12.50R17
- Orange Bostitch Air Compressor
- Porter Cable Nail Gun
- Corded Sawzall
- Husqvarna K970 Demo Saw
- Electrician Bag w/Misc Electrical Wire and Tools
- Dewalt Battery Charger
- Milwaukee Battery Charger
- Nail Gun
- Misc Hammers, Pliers, Screw Drivers, Etc

Description:

- 1 Rodeo Stripping Chute
- 4 Rodeo Left Hand Bucking Chutes









**EMPLOYEE
OF THE
MONTH**

JON HEPWORTH



APRIL 2025

EXCELLENCE





MEMORANDUM

To: Mayor & Council
From: Amalie Ottley, City Recorder
Date: March 28, 2025
Subject: Utah County Administration of the 2025 Municipal Election

Mayor & Council,

The attached Interlocal Agreement with Utah County perpetuates our existing agreement which allows Utah County to administer our municipal elections for 2025. All provisions of our previous elections will be perpetuated including their administration of vote by mail. The price estimate did increase to \$2.75 per voter due to inflation, higher labor costs, and new legislative mandates. (The cost per voter for the 2023 election was \$2.25 per voter.) The cost estimate for the 2025 elections included in the agreement is based on active registered voters in Santaquin as of January 1st, 2025.

Please feel free to reach out to me or Norm with any questions.



RESOLUTION 04-01-2025
A RESOLUTION AUTHORIZING AN INTERLOCAL
AGREEMENT WITH UTAH COUNTY FOR
ADMINISTRATION OF THE 2025 MUNICIPAL
ELECTIONS

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

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

WHEREAS, Pursuant to the Act, Santaquin City and Utah County (the “Parties”) desire to work together through joint and cooperative action that will benefit the residents of both parties; and

WHEREAS, the Parties desire to successfully conduct the 2025 Santaquin City Municipal Primary and General Elections (the “2025 Santaquin Municipal Elections”); and

WHEREAS, the Parties desire now to enter into an Interlocal Agreement to jointly cooperate in the administration of the 2025 Santaquin Municipal Elections.

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

1. The City Council finds that the terms and conditions of the Interlocal Agreement between Santaquin City and Utah County, a copy of which is attached hereto as Exhibit A, are in the best interests of Santaquin City and its residents.
2. The Mayor and Recorder are authorized and directed to execute said Agreement and all documents necessary to accomplish the purposes thereof.
3. This Resolution shall take effect upon adoption by the City Council.

Approved and adopted by the Santaquin City Council this 1st day of April, 2025.

SANTAQUIN CITY

Daniel M. Olson, Mayor

Attest:

Amalie R. Ottley, City Recorder

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

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY
AND SANTAQUIN CITY
FOR THE ADMINISTRATION OF THE 2025 MUNICIPAL ELECTIONS**

This INTERLOCAL COOPERATION AGREEMENT (“Agreement”), made and entered into by and between Utah County, a political subdivision of the State of Utah, and Santaquin City, a municipality and political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, under Utah Code Title 20A, the Utah County Clerk is charged with many duties pertaining to conducting fair, accurate, and impartial elections in Utah County;

WHEREAS, Utah County, by and through the Utah County Clerk, regularly conducts countywide elections and has the equipment, experience, and applicable vendor contracts in place to efficiently conduct elections;

WHEREAS, municipalities within Utah County, such as CITY, are responsible for conducting municipal elections within their own jurisdictions;

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

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

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

WHEREAS, Utah County and CITY desire to successfully conduct the 2025 CITY Municipal Primary Election (to be held on August 12, 2025) and Municipal General Election (to be held on November 4, 2025) (collectively “2025 CITY Municipal Elections”); and

WHEREAS, it is to the mutual benefit of both Utah County and CITY to enter into an agreement providing for the parties’ joint efforts to administer the 2025 CITY Municipal Elections.

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

Within the meaning of the Act, the effective date of this Agreement occurs when the Agreement is submitted to, approved by, and formally adopted via resolution by the governing bodies of both parties. The term of the Agreement begins upon its effective date and ends on December 31, 2025, or upon joint written termination by both parties, whichever occurs first. The termination date may be extended if mutually agreed upon in writing by both parties.

Prior to becoming effective, the Agreement must be reviewed and approved for legal form and compatibility with the laws of the State of Utah by both the Utah County Attorney and the CITY Attorney, or their designee. Each party shall file a copy of the Agreement with the respective record-keeping official for each party.

Section 2. ADMINISTRATION OF AGREEMENT

This agreement does not create a separate legal entity and does not require or authorize any organizational changes within the parties. Under Utah Code § 11-13-207, Utah County, by and through the Utah County Clerk, shall act as the administrator responsible for overseeing the implementation of this Agreement. Utah County, by and through the Utah County Clerk, shall maintain all books and records in such form and manner as Utah County sees fit and shall make

all books and records available for examination and inspection by CITY at all reasonable times and in accordance with state and federal law. The parties shall not acquire, hold, nor dispose of real or personal property under this Agreement during this joint undertaking.

Section 3. PURPOSES

This Agreement has been established and entered into between the parties for the purpose of administering the 2025 CITY Municipal Elections in accordance with state and federal laws. This Agreement contemplates basic, traditional primary and general elections for the 2025 CITY Municipal Elections, in accordance with the laws of the State of Utah. All other election-related services, including but not limited to services for special elections, runoff elections, or elections for subsequent years, are not contemplated in this Agreement.

Section 4. RESPONSIBILITIES

The parties agree to fulfill the responsibilities and duties outlined in Exhibit A, which is attached and incorporated by reference, for the 2025 CITY Municipal Elections.

CITY agrees to reimburse Utah County the actual costs incurred in administering the 2025 CITY Municipal Elections. Utah County shall not bill CITY in excess of the estimated cost per active voter specified in Exhibit B, which is attached and incorporated by reference. CITY shall submit payment to Utah County within 30 days of receiving an invoice.

In accordance with the definitions in Utah Code § 20A-1-102, this Agreement relates to a municipal ballot and election, and the election officer is CITY's municipal clerk or recorder. Notwithstanding these definitions, the parties agree to consolidate all elections administration functions and decisions in the office of the Utah County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections taking place throughout Utah County in 2025. In a consolidated election, decisions made by Utah County regarding resources, procedures, and

policies are based upon providing the same scope and level of service to all the participating jurisdictions, and CITY recognizes that such decisions, made for the benefit of the whole, may not be subject to review by CITY.

Section 5. TERMINATION

This Agreement automatically terminates at the end of its term, pursuant to the provisions of Section 1. Prior to the automatic termination, either party may terminate the Agreement early by providing 60 days' written notice to the other party. If the Agreement is terminated prior to the scheduled end date, CITY shall pay its share of any costs incurred up to that point, including any unavoidable and irreversible future costs outlined in the Agreement.

Prior to termination, the parties shall settle all outstanding financial obligations under this Agreement

Section 6. INDEMNIFICATION

The parties to this Agreement are political subdivisions of the State of Utah. The parties agree to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement. The parties expressly agree that the obligation to indemnify is limited to the dollar amounts set forth in the Utah Code § 63G-7-604 of the Governmental Immunity Act of Utah. None of the parties waive any defenses otherwise available under the Governmental Immunity Act of Utah.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

The parties shall place executed copies of this Agreement on file in the office of the Utah County Clerk and with the official keeper of records of CITY and shall maintain the copies for public inspection during the term of this Agreement.

Section 8. ADOPTION REQUIREMENTS

The Agreement takes effect only after the following steps are completed:

- (a) Approval by resolution of each party's governing body,
- (b) Execution by a duly authorized official of each party,
- (c) Review and approval by an authorized attorney of each party, as required by Utah Code § 11-13-202.5, and
- (d) Filing of the Agreement and resolutions in the official records of each party.

Section 9. AMENDMENTS

This Agreement may only be amended, changed, modified, or altered by an instrument in writing that meets the following requirements:

- (a) Approval by resolution of each party's governing body,
- (b) Execution by a duly authorized official of each party,
- (c) Review and approval by an authorized attorney of each party, as required by Utah Code § 11-13-202.5, and
- (d) Filing of the Agreement and resolutions in the official records of each party.

Section 10. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in effect and be enforced to the extent permitted by law. If possible, the parties shall apply the invalid provision in a way that upholds its intent. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 11. NO PRESUMPTION

The parties acknowledge that all terms of this Agreement have been negotiated and

prepared jointly. Neither party is presumed to have a disadvantage due to being the drafter of this Agreement. If any provision of this Agreement requires judicial interpretation, the parties request that no presumption be applied against any party for being the drafting party.

Section 12. HEADINGS

Headings in the Agreement are for convenience of reference only and are not to be considered for any interpretation of the Agreement.

Section 13. BINDING AND ENTIRE AGREEMENT

This Agreement is binding upon the heirs, successors, administrators, and assigns of both parties. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter and supersedes all prior and contemporaneous agreements, negotiations, representations, promises, or understandings of the parties, whether oral or written.

Section 14. NOTICES

All notices, demands, and other communications required or permitted to be given under this Agreement must be in writing. A notice will be considered properly given if delivered by hand or sent via certified mail (return receipt requested, with postage paid) to the Utah County Clerk or the CITY Mayor at their respective addresses. Either party may designate a specific address by providing notice as specified in this section.

Section 15. ASSIGNMENT

Neither party may assign this Agreement or any portion of it without the prior written consent of the other party. An approved assignment does not relieve the original parties of their liabilities under this Agreement.

Section 16. GOVERNING LAW

All questions with respect to the construction and interpretation of this Agreement,

including the rights, obligations, and liabilities of the parties, are to be governed by the laws of the State of Utah.

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

UTAH COUNTY

Authorized by Resolution No. 2025 - _____, approved and passed on the _____ day of _____ 2025.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
Brandon B. Gordon, Commission Chair

ATTEST: Aaron R. Davidson
Utah County Clerk

By: _____
Deputy Clerk

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:
Jeffrey S. Gray, Utah County Attorney

By: _____
Deputy County Attorney

CITY

Authorized by Resolution No. _____, approved and passed on the _____ day of
_____ 2025.

CITY Mayor

ATTEST:

By: _____
CITY Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

By: _____
CITY Attorney

Exhibit A

Scope of Work for Services in the 2025 Municipal Elections

Revised February 6, 2025

Services CITY will perform include, but are not limited to:

- Providing the Utah County Clerk with relevant information, decisions, and resolutions and taking appropriate actions required for the conduct of the election in a timely manner.
- Administering all functions related to candidate filings, including conflict of interest disclosures and campaign financial disclosures.
- Publishing public notices as required by law. CITY may work with Utah County to publish notices jointly with other jurisdictions.
- Accepting responsibility for keeping candidates and the public up-to-date and informed on all legal requirements governing candidates, campaigns, deadlines, and recounts.
- Thoroughly examining and proofing all election ballots and providing final approval.
- Hosting on the CITY website a link to or copy of the unofficial reported results as hosted on the Utah County Clerk's elections webpage prior to certification, the official reported results as hosted on the Utah County Clerk's elections webpage after certification, the location of the county-owned ballot drop boxes, the location of vote centers, and a link to the website for voters to opt-in to receive ballot alert texts.
- Submitting annexations or other boundary changes impacting the administration of the 2025 CITY Municipal Elections to the County prior to June 1, 2025. Annexation changes submitted on or after June 1, 2025, will not be incorporated into the 2025 CITY Municipal Elections.
- Canvassing the final election results seven days after Election Day, or on another date in accordance with state law and in coordination with the Utah County Clerk.
- CITY will not change the format or otherwise alter the unofficial or official reported results, only displaying them in the form and format as provided by the Utah County Clerk.

Services Utah County will perform for CITY include, but are not limited to:

- Ballot layout and design.
- Ballot printing.
- Ballot mailings. The outgoing and return by-mail ballot envelope packets sent to each voter will be addressed to the Utah County Clerk.
- Ballot retention and storage.
- Outgoing postage and return postage.
- Ballot processing.
- Signature verification and the curing of ballots returned with inconsistent, mismatched, or missing signatures.
- Printing optical scan ballots.
- Programming and testing voting equipment.

- Maintaining the electronic voter registration database.
- Selection and operation of countywide vote centers.
- Poll worker and ballot center worker recruitment, training, assignment, supervision, and compensation.
- Delivery of supplies and equipment.
- Tabulating and reporting election results on the Utah County website.
- Verifying and processing provisional ballots.
- Updating the voter history database.
- Conducting audits as required by state law and administrative rule.
- Conducting recounts as required by state statute and administrative rule.
- Election Day administrative support.
- Ballot drop box services, including maintaining and securing drop boxes, unlocking and locking drop boxes, collecting ballots, and maintaining security camera footage.
- Providing final canvass report of official election results as required under Utah Code, Title 20A, Chapter 4, Part 3. Upon CITY performing its statutory duties to canvass an election, the final canvass report will constitute the official election results.
- Any other services necessary for the success of the 2025 CITY Municipal Elections.

Exhibit B

Cost Estimate for 2025 Municipal Elections

Santaquin

Election	Active voters as of 1/1/2025	Active voters x \$2.75 per voter per election
Primary	8,674	\$23,853.50
General	8,674	\$23,853.50
Total estimated cost as of 3/17/2025 for 2025 CITY Municipal Elections		\$47,707.00

This exhibit is a good faith cost estimate for budgeting purposes and is not intended to be the final actual cost billed to CITY.

Election costs depend upon the offices scheduled for election, the volume of voters, and the number of participating jurisdictions.

For billing purposes, active voters will be calculated 11 days before each Election Day. Utah County will not invoice CITY more than \$2.75 per active voter per election and will strive to keep costs under that estimated rate.

In the event of a State or County special election being held in conjunction with the 2025 CITY Municipal Elections, the scope of services and associated costs, and the method of calculating those costs, may be altered.



MEMORANDUM

March 26, 2025

To: Santaquin City Mayor and City Council
From: Jon Lundell, P.E., City Engineer
RE: Water Conservation Element General Plan Update Funding grant

Mayor and Council Members,

In December 2024, it was reported to the Mayor & Council Members that Santaquin City had received a grant for \$20,000 from the Utah Division of Water Resources (DWRe). This grant is to assist the City with costs associated with the creation of a Water Element that will be added to the General plan as required by Utah Code 10-9a-403.

Previously the City council awarded a contract to Hansen, Allen, and Luce for the engineering services on the project. The DWRe needed a detailed cost breakdown prior to an agreement being put in place for the awarded funds. That breakdown was provided to them and is included in the grant agreement as Exhibit B.

The attached grant agreement will facilitate Santaquin City receiving, through reimbursement, from the State, the awarded funds. The attached grant agreement has been reviewed by staff and we are comfortable with the agreement.

Staff recommends approval of the City Council for the Mayor to execute the agreement.

Please contact me with any questions or concerns that you may have.

Recommended Motion:

Motion to authorize Mayor Olson to sign the grant agreement with the State of Utah Division of Water Resources to receive the grant funding.

Resolution 04-02-2025

A RESOLUTION OF THE SANTAQUIN CITY COUNCIL TO APPROVE A GRANT AGREEMENT WITH UTAH DIVISION OF WATER RESOURCES REGARDING AN INTEGRATED GENERAL PLAN WATER ELEMENT AND COORDINATED WATER PLANNING

WHEREAS, Santaquin City (“City”) is a political subdivision of the State of Utah and has responsibility to provide for the health, safety, and welfare of the City and its residents; and

WHEREAS, the City operates culinary and secondary water systems for the benefit of the residents and the public; and

WHEREAS, the State of Utah, Department of Natural Resources, Division of Water Resources is willing to provide funding to the City for the creation and adoption of an approved integrated general plan water element, and for coordinated water planning pursuant to the terms and conditions set forth in the attached “Grant Agreement”; and

WHEREAS, the Santaquin City Council finds that the terms and conditions of the Grant Agreement are in the best interests of the City and desires to adopt said agreement.

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

Section 1. The attached agreement titled: Grant Agreement, Grant To Santaquin City From Utah Department of Natural Resources, Division of Water Resources, sets forth terms and conditions consistent with the interests of Santaquin City, Utah, and is hereby adopted and approved.

Section 2. The Mayor is hereby authorized to execute said Grant Agreement and to take actions necessary to implement the terms and conditions thereof.

Section 3. This Resolution shall take effect on the date it is adopted by the Santaquin City Council.

Approved and adopted this 1st day of April, 2025.

Daniel M. Olson, Santaquin City Mayor

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

Attest:

Amalie R. Ottley, Santaquin City Recorder



STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES

Copies:
DWRe
Consult

DIVISION OF WATER RESOURCES

Contract No.

Date _____

Vendor No. 73535G;AD002 TIN 87-6000900

Vendor **SANTAQUIN CITY**

Address 110 SOUTH CENTER STREET

City SANTAQUIN State UTAH Zip 84655

c/o Jon Lundell Phone 801-754-1974

Title City Engineer Email jlundell@santaquin.org

Commodity Code 99999 Payable X Receivable _____

Description: PROVIDE FUNDS FOR EFFORTS RELATED TO THE WATER USE AND PRESERVATION ELEMENT

Payment: _____ Receive: _____

Frequency As Requested Frequency _____

Amount Variable Amount _____

Total \$20,000 Total _____

Effective Date _____ Expiration Date 2/28/2026

Fund	Dept	Unit	Approp Unit	Balance Sheet	Expend/ Revenue	Program	Phase	Activity	Total Amount
1000	560	6204	RPD		7501	RP217			\$20,000

Approved MK Mariah Kahn SGD SGD TS Todd Stonely JRW JRW JE JE CH CH CONT _____

HAILEY KIRLIN
Monitor

Hailey Kirlin
Hailey Kirlin (Feb 27, 2025 18:49 MST)
Signature

Item # 8.

Grant Agreement

Grant To
SANTAQUIN CITY
From
UTAH DEPARTMENT OF NATURAL RESOURCES,
DIVISION OF WATER RESOURCES

This GRANT AGREEMENT is made and entered into upon the date of the last signature to this document, between the State of Utah, Department of Natural Resources, Division of Water Resources (WRe) and Santaquin City (Grant Recipient), for the work described in Item 1 below. Funding for this agreement is provided through the State of Utah 2023 General Legislative Session, Senate Bill 76.

The terms and conditions of this Grant Agreement are as follows:

1. WRe shall grant to Grant Recipient \$15,000 toward the creation and adoption of an approved integrated general plan water element. WRe shall grant an additional \$5,000 to the Grant Recipient for coordinated water planning. WRe shall reimburse Grant Recipient for the actual costs incurred.
2. Grant Recipient shall provide a detailed budget outlining how grant funds will be used. This budget is attached to this Grant Agreement as Attachment B.
3. Grant Recipient shall document and retain all supporting information associated with the work done under this grant.
4. No later than **December 31, 2025**, Grant Recipient shall provide WRe with a final general plan water element for review and acceptance. To be integrated into the general plan, the water use and preservation element must comply with Utah Code § 10-9a-403, including each of the requirements listed in Attachment C.
5. Final reimbursement shall be withheld by WRe until provided with a brief final report detailing total expenditures, as well as summarizing the activities, deliverables, and performance metrics to fulfill the grant's purpose by Grant Recipient. The final report shall include a report on how funding was used to support coordinated water planning for the general plan's integrated land and water use element prior to receiving final reimbursement.
6. Unless otherwise stated in this Agreement, WRe agrees to reimburse Grant Recipient 100% of costs incurred prior to or during the Agreement period up to the total grant amount upon receipt of detailed invoice. The final payment will be paid upon receipt of a detailed invoice and an approved final general plan and report as outlined in Items 4 and 5.
7. All expenditures associated with this project for which Grant Recipient receives reimbursement from any other participating partner will not be reimbursable by WRe. Such expenditures shall be included in the final report described in Item 5.
8. All funds are subject to legislative appropriation.

9. Grant Recipient acknowledges and agrees that the State of Utah may audit the records that pertain to the performance of this grant. If State audit findings determine that any funds expended by Grant Recipient violate the terms of this Grant Agreement or were otherwise used inappropriately, Grant Recipient shall provide funds to the State sufficient to meet such repayment request(s).
10. Grant Recipient agrees to follow purchasing practices that ensure procurement is conducted in such a way that promotes fair and competitive prices.
11. Grant Recipient agrees to declare any known or potential conflicts of interest with their suppliers or others that may influence their decision making.
12. Grant Recipient agrees to comply with the standard terms and conditions attached to this Grant Agreement as Attachment A.
13. This agreement has an expiration date of **February 28, 2026**.

SIGNATURES TO FOLLOW

Daniel M. Olson/Mayor

Date

Norm Beagley/City Manager

Date



03/06/2025

Division of Water Resources/Director

Date



03/03/2025

Division of Water Resources/Financial Manager

Date

State of Utah/Division of Finance

Date

ATTACHMENT A: STATE OF UTAH AGENCY STANDARD TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the State Entity and Contractor signed.
 - d) "**Contractor**" means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) .
 - f) "**Goods**" means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
 - g) "**Procurement Item**" means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
 - h) "**Response**" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
 - i) "**Services**" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code
 - j) "**Solicitation**" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - k) "**State Entity**" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - l) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - m) "**Subcontractors**" means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
7. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or

Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design. Remedies available to the State Entity under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within ten (10) days of any written notification informing Contractor of the Procurement Item(s) not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State Entity may otherwise have under this Contract.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY:** INTENTIONALLY DELETED
19. **RESERVED.**

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah

express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

21. **DELIVERY:** All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
22. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.
If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
23. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Procurement Item(s) and/or services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.
25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third-party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** INTENTIONALLY DELETED
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including

any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State. .

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
33. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or Eligible User may remove any individual for a violation hereunder.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
37. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Procurement Item(s).
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any, Procurement Item(s), supplies, , construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s), supplies, , construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
40. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.
41. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
45. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State of any errors and/or omissions that are discovered.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
48. **TIME IS OF THE ESSENCE:** The Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.
49. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Procurement

Item(s), including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

50. **STANDARD OF CARE:** The Procurement Item(s) of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
51. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
52. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 9/16/2024)

Attachment B - Budget

	General Plan Water Element budget	
Item	Hours	Amount
Consulting Services (Hansen, Allen, and Luce)*	91	\$ 16,400.00
Santaquin City Staff		
Planning		
Senior Planner	10	\$ 630.00
Planner 1	3	\$ 129.00
Engineering		
Engineer	12	\$ 936.00
EIT	3	\$ 100.00
GIS	2	\$ 76.00
Admin	8	\$ 720.00
Materials (lump sum)	1	\$ 250.00
Contingency		\$ 759.00
	Total	\$ 20,000.00

* See attached Hansen, Allen, and Luce proposal

Attachment C - City Funding Requirements

A city contractor shall provide a water use and preservation element that integrates land and water use into the city's proposed general plan. The city's plan shall address:

- The effect of permitted development or development patterns on water demand and water infrastructure by developing a water budget.
- Methods of reducing water demand and per capita water use for existing development.
- Methods of reducing water demand and per capita water use for future development.
- Modifications that can be made to a local government's operations to reduce and eliminate wasteful water practices.

A city contractor shall consult with the Division of Water Resources, the Division of Drinking Water, and the Department of Agriculture and Food through email, phone calls, meetings, or planning comments, as required by Utah Code § 10-9a-403.

MEMO



To: Mayor Olson and City Council
From: Jason Bond, Assistant City Manager
Date: March 28, 2025
RE: **My Hometown Agreement**

Craig and Linda Burton, in conjunction with Bill Morgan, representing The Church of Jesus Christ of Latter-Day Saints have proposed a community initiative called My Hometown. As presented and described in previous meetings with the Mayor and City Council, this initiative would create a partnership between The Church of Jesus Christ of Latter-Day Saints and Santaquin City to organize a service and education oriented program in Santaquin City. My Hometown has been implemented in other large communities along the Wasatch Front such as Provo, Orem, West Valley City, Salt Lake City, and Ogden. The implementation of My Hometown in a relatively more rural community like Santaquin would be a first. See this link (<https://www.myhometownut.com/>) for more information about My Hometown.

The first step in starting such a community partnership is to establish the roles and expectations of the associated entities through an agreement. A draft of a proposed agreement describing the roles and expectations is attached. This draft agreement is almost identical to an agreement which was executed with Orem City.

After consulting Santaquin City's legal counsel (Brett Rich) and our insurance company (Utah Local Governments Trust) the following points are suggestions that should be considered carefully:

- Paragraph 3(a): Consider whether City Staff has the described expertise and what additional personnel and/or training would be required.
- Paragraph 3(h): Consider potential increased staffing requirements to prepare the required reports; also, whether the inspection of City records is acceptable.
- Exercise due diligence in all aspects of the My Hometown program, especially when vetting volunteers to help mitigate potential risks. Taking proactive steps will help avoid working with individuals who could become a liability.
- Be mindful of possible situations where volunteers could be operating City vehicles or transporting volunteers on behalf of the City.
- Be mindful of age-related considerations as the nature of tasks, equipment usage, and associated risks can vary.
- It is suggested that the City maintain oversight of the program and that any concerns, close calls, or incidents (whether minor or major) be addressed at the City level as they arise.

Recommended Action: Motion to adopt Resolution 04-04-2025 which approves a community initiative cooperation agreement with The Church of Jesus Christ of Latter-Day Saints which effectively establishes the My Hometown program in Santaquin City.

Resolution 04-04-2025

A Resolution Approving a Community Initiative Cooperation Agreement with The Church of Jesus Christ of Latter-Day Saints establishing the My Hometown Program in Santaquin City

WHEREAS, the City of Santaquin is a political subdivision of the State of Utah and has a responsibility to provide for the health, safety, and welfare of the City and its residents; and

WHEREAS, the Santaquin City Council finds that its cooperation with The Church of Jesus Christ of Latter-Day Saints will benefit the residents of the community; and

WHEREAS, the Santaquin City Council desires now to participate in creating My Hometown Santaquin by providing funding and/or services and setting forth appropriate terms and conditions for such an agreement; and

WHEREAS, the Santaquin City Council finds that the terms and conditions of the attached Community Initiative Cooperation Agreement are in the best interests of the City and desires to adopt said agreement.

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

Section 1. The attached agreement titled: Community Initiative Cooperation Agreement sets forth terms and conditions consistent with the interests of Santaquin City, Utah, and is hereby adopted and approved.

Section 2. The Mayor is hereby authorized to execute said Agreement and to take actions necessary to implement the terms and conditions thereof.

Section 3. This Resolution shall take effect on the date it is adopted by the Santaquin City Council.

Adopted and approved this 1st day of April, 2025.

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

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City Phone Number:
801-754-3211

City Address:
110 South Center Street
Santaquin, UT 84655

City Email:
office@santaquin.gov

Effective Date:
April 1, 2025

This COMMUNITY INITIATIVE COOPERATION AGREEMENT (this “**Agreement**”) is made between THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (“**Donor**”), and Santaquin City, a political subdivision of the State of Utah (“**City**”), to be effective as of _____(the “**Effective Date**”).

RECITALS

- A. Donor is a tax-exempt 501(c)(3) organization affiliated with the worldwide religious denomination The Church of Jesus Christ of Latter-day Saints (the “**Church**”). Donor conducts the nonprofit business of the Church in support of its religious, charitable, educational, and humanitarian purposes.
- B. City is a political subdivision of the State of Utah and is classified as a Fourth Class City under Utah Code § 10-2-301.
- C. City sponsors, organizes, and manages a number of programs and events designed to benefit, assist, and improve the quality of life for individuals living within or near its borders. City often is in need of assistance from volunteers and/or physical space where it can hold its Community Initiatives. As used in this Agreement, “**Community Initiatives**” is defined to include programs or events (which may sometimes be referred to as “Operation My Hometown”) organized and operated by City where Donor provides some type of organized and predetermined assistance (collectively and individually, “**Community Initiatives**”).
- D. The parties desire to cooperate to fulfill their respective purposes.

The parties THEREFORE agree as follows:

AGREEMENT

1. THE PROJECT. Pursuant to the terms of this Agreement, Donor agrees to assist with recruiting volunteers and allowing City to use certain real property **Facilities** (defined below) owned by Donor, and City agrees to screen, conduct any necessary background checks, train, and supervise volunteers, and take all reasonable steps when operating Community Initiatives other than Donor Events (defined below).

2. DONOR’S CONTRIBUTIONS. Donor will make the following contributions to City in support of City’s Community Initiatives:

(a) **Volunteers.** Donor will assist City in recruiting volunteers from the community who are willing to help with City’s Community Initiatives, including those willing to volunteer on an ongoing basis for at least one year (“**Ongoing Service Volunteers**”) and those willing to assist with project-specific Community Initiatives that occur on a less frequent basis (“**Project Volunteers**”). Donor will gather and provide City with the names and contact information of potential Ongoing Service Volunteers. Donor will publicize and recruit Project Volunteers but Donor is not required to provide the names of Project Volunteers to City in advance. City will conduct the level of review, vetting, background checks, approval, and training of volunteers as City feels necessary for Community Initiatives (as set forth in Section 3(b)). City is not required to perform any review, vetting, background checks, screening, vetting approval or training of volunteers who participate only in Donor Events. Subject to Section 3(b), Donor will designate one or more volunteer coordinators to liaise with City regarding City’s volunteer needs.

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(b) Community Resource Center(s) and Facilities. Donor owns improved real property within City boundaries and will identify one or more properties as potential community resource centers ("**Center(s)**"). The Parties will consult and agree as to which identified property or properties will be designated as a Center.

- i. **Donor Events.** Donor may (at Donor's option) host community activities inside the Center(s) ("**Donor Events**"), which can include, but are not limited to, classes or activities related to self-reliance, continuing education, personal enrichment, healthy living, sports, or other topics. Donor Events organized and operated by Donor will be in furtherance of City's Community Initiatives and, upon the City's consent, Donor may use the name of any Community Initiative at any Center and in advertising or promotion, or in any other manner in connection with such Community Initiatives.
- ii. **City Events.** With Donor's permission, City may use real property owned by Donor with the majority of each event occurring outside Center(s), (including but not limited to parking lots, pavilions, lawns, fields, etc.) for Community Initiatives (that real property, "**Facilities**"). Community Initiatives that take place on Facilities but that are organized and operated by City are "**City Events**." City Events may include but are not limited to food bank pickup, neighborhood fun nights, dances, sports, health fairs, or other neighborhood events.
- iii. **Project Plan.** City will request permission to use Facilities by contacting Donor regarding the proposed use. If the parties agree, they will execute a "**Project Plan**", substantially in the form attached as **Exhibit I**, which sets forth (1) the address of the applicable Facilities and property name, if applicable; (2) the portions of the Facilities that City would like to use; (3) the name of the City Event(s) to be held at the Facilities; (4) a description of the City Event(s) ("**Program Objectives**"); (5) the City Event(s)' start and completion dates and times, including whether the City Event will be held weekly, monthly, or at another regular interval; (6) whether City is requesting any donations from Donor in connection with the City Event(s) and, if so, a description of the donated services ("**Services**"), Commodities (defined below), or Funds (defined below) to be provided by Donor; (7) the parties' primary contacts for the City Event(s); and (8) any special, unique, or limiting circumstances pertaining to the City Event(s). In addition, City will execute a Temporary Use Agreement in substantially the same form as set forth in Exhibit II ("**TUA**") relating to the use of Donor's Facilities. City's use of Facilities will be governed by this Agreement, any applicable Project Plan, and any applicable TUA.

The parties acknowledge that, in many or most cases, Centers will be houses of worship and Facilities will include the property surrounding the houses of worship. The parties agree that any house of worship will remain a house of worship. Donor will maintain its religious symbols and may reserve any portions of any Center or Facility for its exclusive use at its sole discretion.

No Center or Facility, including but not limited to houses of worship, will be used by the City or its invitees or guests as a place of protest, demonstration, advertising, canvassing, proselytizing, commerce, merchandising, or politicking. Nor will any Center or Facility be deemed or become a forum for free speech during a Community Initiative or otherwise, whether public, designated, limited, or otherwise. Donor may, at its sole discretion, immediately terminate this Agreement as well as any Project Plan and TUA if anyone alleges, claims, or asserts that any Center or Facility is any type of forum for free speech.

(c) Commodities. City may request, and at Donor's discretion, Donor may contribute, commodities such as food, clothing, hygiene supplies, or other items ("**Commodities**") to be distributed without charge to assist

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with Community Initiatives. Pursuant to Section 2(b), any agreement to contribute Commodities will be memorialized in a Project Plan, substantially in the form attached as Exhibit I.

(d) **Funds.** Either City or Donor may contribute cash (“**Funds**”) to further assist with Community Initiatives. Pursuant to Section 2(b), any agreement to contribute Funds will be memorialized in a Project Plan, substantially in the form attached as Exhibit I.

(e) **Liability.** With regard to events held at Centers and Facilities owned by Donor, Donor will assume responsibility for: (i) premises liability claims (except those attributable to the City or City’s Representatives as described in Section 7 below); and (ii) claims arising from the conduct of Donor’s employees or representatives.

3. **CITY’S RESPONSIBILITIES.** Except for Donor Events, City is solely responsible for operating its Community Initiatives, including but not limited to determining the means and methods for achieving City’s purposes, including but not limited to any objectives described in this Agreement or a Project Plan. City will be solely responsible for all aspects of planning, conducting, and operating Community Initiatives, including but not limited to determining the sufficiency of Facilities (if applicable); supplying all necessary equipment and supplies; contracting with any necessary service providers; determining personnel and volunteer needs; vetting, training, assigning, and supervising volunteers; determining hours of operation; assessing risks and instituting safety and security protocols; etc. With regard to these duties (except for Donor Events, City additionally expressly agrees, represents, and warrants as follows:

(a) **Operations.** As the party responsible for planning and operating Community Initiatives, City represents and warrants that its professional staff or designated volunteers have the experience and training needed to operate Community Initiatives consistent with industry best practices and all applicable government requirements. City further agrees that it will with respect to Community Initiatives (but not Donor Events):

- i. Carefully review and reject or approve projects and events connected to Community Initiatives and keep records related to such review, rejection, or approval; Promptly obtain and maintain any other permits, licenses, or government approvals that might be required for any Community Initiative;
- ii. Comply with industry best practices and any applicable professional standards; Arrange for and train sufficient paid personnel or city-authorized volunteers (“**Staff**”) to manage, monitor, and supervise any Community Initiative;
- iii. Be solely responsible for the performance of its Staff, volunteers, and service providers;
- iv. Maintain records of Community Initiatives related to this Agreement according to applicable laws and professional standards and make such records available to Donor for inspection; and
- v. Treat the personally identifiable information of any individuals participating in a Community Initiative in accordance with Utah law governing records held by a governmental entity.
- vi. City reserves the right to cancel any project without consulting Donor in the event of inclement weather or any unforeseen circumstance that creates undue risk for volunteers or staff.

(b) **Vetting, Training, and Managing Volunteers.** Except for in connection with Donor Events, City expressly agrees that, as City deems necessary, it is solely responsible for vetting, training, assigning, and supervising volunteers who participate in Community Initiatives, including all volunteers recruited by Donor. As

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the City deems necessary, City will conduct appropriate checks into the backgrounds of all volunteers likely to interact with participants in Community Initiatives (in addition to any other screening City elects to conduct) and will exclude any volunteers who are determined to pose an unreasonable risk to others. Moreover, City will train and supervise volunteers in their roles and how to appropriately interact with participants to reduce risks. To the degree City enlists volunteers, such as Ongoing Service Volunteers or Donor's volunteer coordinators, to assist in training, coordinating schedules, facilitating assignments for volunteers, or otherwise assisting in Community Initiatives, City agrees that such coordinators will provide this assistance only under City's direction and control. Unless otherwise agreed by City and Donor, City will not require or permit volunteers to: handle cash; operate machinery or equipment without the necessary experience, training, or licensure; render professional services or opinions unless licensed; or interact unsupervised with children or vulnerable adults. Under no circumstances may volunteers provide babysitting or childcare services. City represents and warrants that volunteers are covered under City's policies of insurance, as provided in Section 3(i).

(c) **Equipment Provided by City.** City may, in its sole discretion, donate computers, furniture, or other equipment to assist in the operation of Centers or Facilities. City relinquishes all ownership rights to such items and the items will be considered a donation to Donor without any obligation or expectation that Donor pay for, maintain, or return the items. To avoid confusion, City will provide a written inventory (email is sufficient) or confirm the accuracy of an inventory prepared by Donor (email is sufficient) listing the computers, furniture, and other equipment that is donated.

(d) **Abuse Reporting.** City will ensure that any allegation of abuse of which City becomes aware is timely reported to law enforcement authorities.

(e) **Commodities.** All Commodities provided by Donor for Community Initiatives will be distributed free of charge. In no event may Donor's Commodities be sold to anyone. City will not modify, remove, or replace the original labeling on any Commodities. All original labels must remain intact as received from Donor.

(f) **Unused Funds or Commodities; Redistribution.** If City uses less than all of the Donor-provided Funds or Commodities intended for a Community Initiative, City will, within 30 calendar days after the Completion Date stated in the applicable Project Plan, (i) return the unused Funds or Commodities to Donor according to Donor's instructions, (ii) reallocate the unused Funds or Commodities to a different Community Initiative as instructed by Donor, or (iii) redistribute the unused Funds or Commodities to a Subgrantee pursuant to Section 3(g).

(g) **Redistribution.** City will not redistribute Funds or Commodities to any other organization without Donor's prior written approval. Redistribution of Funds or Commodities will be permitted only if: (i) the entity receiving the redistributed Funds or Commodities is a government agency or a public charity as defined under sections 501(c)(3) and 509(a) of the U.S. Internal Revenue Code (that agency or charity, a "**Subgrantee**"); (ii) City notifies Donor in writing of the proposed redistribution to Subgrantee; (iii) Donor approves the redistribution in writing within 14 calendar days; (iv) City does not charge a fee for the redistribution, except for reasonable shipping costs; (v) each Subgrantee agrees in writing to comply with the terms of this Section 3(g); and (vi) City's Reports, as required by Section 3(h), include the outcomes achieved by the redistribution.

(h) **Reports.** City will provide the following written reports and acknowledgments to Donor ("**Reports**") according to the deadlines specified below:

- i. An acknowledgment of the receipt of all Funds and Commodities provided by Donor within 7 calendar days after receipt. If Donor provides Funds or Commodities in separate installments or

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shipments, City will provide Donor with an acknowledgment after each installment or shipment.

- ii. Upon written request from Donor for each Community Initiative for which Donor provides Funds or Commodities, a project report within 30 calendar days after the Community Initiative's Completion Date. The project report must include information and data demonstrating (1) how City used the Facilities, Funds, and Commodities (as applicable), including reasonably verifiable information clearly showing that City used all Funds and Commodities consistent with Donor's and the Program Objectives and, if applicable, that the Funds and Commodities were used in the Community Initiatives; (2) how the Program Objectives were achieved; (3) the Community Initiative's Completion Date; and (4) the dates when City used any portion of Donor's Funds or Commodities.
- iii. Any other reports as reasonably requested by Donor.

(i) **Insurance.** Consistent with the Governmental Immunity Act, City will maintain any insurance coverage required by law during the term of this Agreement and, upon Donor's request, will deliver to Donor evidence of any such required insurance coverage.

4. COMMUNICATIONS BETWEEN THE PARTIES. Whenever practical, communications to a party regarding the day-to-day operations of the Project will be made to the party's primary contact. Each party will inform the other promptly of any contact information changes

- i. The primary contact for Donor is:
Name: Jim Barry
Telephone: 801-874-8513
Email address: jimbarrydds@gmail.com
- ii. The primary contact for City is:
Name: Jason Bond
Telephone: 801-754-1923
Address: 110 South Center Street
Email address: jbond@santaquin.gov

5. RELATIONSHIP OF THE PARTIES. Nothing contained in the Agreement will be construed as making Donor and City partners, joint venturers, employer/employee, agents, alter egos, or representatives of each other or any other entity. City, its Staff, and volunteers are not employees of Donor now or in the future, nor are they entitled to statutory benefits of workers' compensation or unemployment charged to Donor or fringe benefits of any kind from or on Donor's behalf. Volunteers, including Ongoing Volunteers, Project Volunteers and other volunteers recruited by Donor shall not be considered employees, representatives or agents of the City. Donor will have no ownership interest, management rights, obligations, or discretion with respect to City or its operations as a result of Donor's donations or assistance to Community Initiatives. Neither party will obligate the other for any debts or liabilities (except those expressly assumed hereunder) nor represent that it has authority to legally bind the other. The parties' relationship is non-exclusive. Donor may provide funds, commodities, services, and facilities to other parties, including funds, commodities, services, and facilities that are similar to those provided to City. The parties will provide information and documentation to each other as necessary to demonstrate their performance of their responsibilities under this Agreement and any amendments

thereto. Donor may monitor Community Initiatives and City will permit Donor, at Donor's sole expense and upon reasonable notice, to inspect and audit City's operations, procedures, and business records relating to each Community

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Initiative or City Event.

6. WARRANTIES.

(a) **Mutual Warranties.** Each party represents and warrants that, as of the Effective Date and during this Agreement's term: (i) the party will comply with all international, federal, state, and local laws, rules, regulations, and ordinances applicable to its performance of, and the discharge of its duties under, this Agreement; (ii) the party has no disability, restriction, or prohibition that will interfere in any manner with its ability to enter into, fully comply with, and perform its responsibilities under this Agreement; (iii) the party's execution, delivery, and performance of this Agreement is authorized; and (iv) the undersigned representative is authorized to execute this Agreement on the party's behalf.

(b) **All Other Warranties Disclaimed.** Donor and City each DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE FUNCTIONALITY, QUALITY, SAFETY, OR EFFECTIVENESS OF ANY COMMODITIES OR SERVICES PROVIDED FOR THIS PROJECT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Each party accepts the Commodities and Services received AS IS, WITH ALL FAULTS, and understands that each party makes no representations, promises, or warranties regarding the Commodities' or Services' quality, functionality, or fitness for a particular purpose. Each party has used reasonable efforts to find, purchase, or produce quality Commodities and Services, but each party does not warrant or guarantee that any Commodity or Service provided will substantially comply with its intended purpose or design. The receiving party is responsible for conducting quality control by inspecting the Commodities and Services and verifying that each Commodity or Service meets the intended need before use. For wearable Commodities, City will also launder and apply protective chemicals to sanitize or disinfect the Commodities before use, as City determines may be needed.

7. INDEMNIFICATION.

(a) City will indemnify, hold harmless, and defend Donor, its affiliates, officers, directors, agents, employees, and volunteers from and against all claims or actions arising out of: (a) the acts or omissions of City, its officers, directors, agents, and Staff ("**City's Representatives**"); (b) the acts or omissions of Ongoing Service Volunteers, Project Volunteers, or other volunteers to the extent related to their participation in City Initiatives (but not Donor Events) under this Agreement; (c) the violation of law by City or City's Representatives; (d) City's failure to obtain licenses, permits, permissions, copyrights, and any intellectual property rights associated with any and all photographs, stories, and other information related to a Project and/or Community Initiatives that City shares with Donor pursuant to Section 9; or (e) any breach of any other representation or warranty made by City under this Agreement.

(b) Donor will indemnify, hold harmless and defend City, its officers, officials, employees, elected officials, representatives, agents and volunteers from and against all claims or actions arising out of (a) the acts or omissions of Donor, its officers, directors, agents, or employees (collectively, "**Donor's Agents**") under this Agreement; (b) the violation of law by Donor or Donor's Agents; (c) Donor's failure to obtain licenses, permits, permissions, copyrights, and any intellectual property rights associated with any and all photographs, stories, and other information related to a Project and/or Community Initiatives that Donor shares with City; (d) any claims arising under Section 2(e) of this Agreement; or (e) any breach of any other representation or warranty made by Donor under this Agreement.

8. **LIMITATION OF LIABILITY.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES UNDER THIS AGREEMENT OR AN

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APPLICABLE PROJECT PLAN. THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY FOR ALL LOSSES, COSTS, LIABILITIES, DAMAGES, AND EXPENSES IN CONNECTION WITH A CLAIM UNDER THIS AGREEMENT OR PROJECT PLAN HEREUNDER WILL BE \$50,000.00 (USD) OR 10% OF THE TOTAL VALUE OF CASH OR COMMODITIES DONATED UNDER A PARTICULAR PROJECT PLAN, WHICHEVER IS LESS, EXCEPT IN CONNECTION WITH: (A) PERSONAL INJURY, LOSS OF LIFE, OR PHYSICAL DAMAGE TO PREMISES OR PROPERTY; (B) CASES OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; OR (C) ANY INDEMNIFIED CLAIM.

9. INTELLECTUAL PROPERTY; PUBLICITY.

(a) **Hometown Marks.** As between the parties, any and all trademarks, service marks, logos, monikers, and other identifiers listed in Exhibit III (as may be augmented, reduced, or otherwise updated by Donor at any time via notice) (collectively and individually, the “**Hometown Marks**”), along with all registrations, renewals, applications for registration, and common-law rights relating to the Hometown Marks, in any and all jurisdictions, are owned by Donor (or Intellectual Reserve, Inc. (“**IRI**”), Donor’s affiliate and Donor’s licensor of any of the Hometown Marks that are owned by IRI). City will do nothing inconsistent with Donor (or IRI’s) ownership of such marks, and all use of, and goodwill accrued in, the Hometown Marks by City will inure to Donor’s (or IRI’s) benefit and be on Donor’s (or IRI’s) behalf. City will (if asked by Donor) assist Donor in recording this Agreement with appropriate government authorities. Except as provided in Subsection 9(b) below, nothing in this Agreement gives Donor any right, title, or interest in any of the Hometown Marks, other than the right to use (in accordance with this Agreement) a subset of the Hometown Marks that is set forth in Exhibit IV (collectively and individually, the “**Licensed Marks**”), which subset can be augmented by Donor at any time via notice. City will not challenge Donor’s (or IRI’s) title to any of the Hometown Marks or the validity of this Agreement.

(b) **Licensed Marks.** Donor grants City a non-exclusive, non-sublicensable, and non-transferable license to use the Licensed Marks in the manner identified in Exhibit IV (the “**License**”), and City accepts the License according to the terms of this Agreement.

(c) **Quality Standards.** The nature and quality of: (a) all products and services that City provides in association with the Licensed Marks (as allowed by Exhibit IV); (b) any uses of the Licensed Marks by City; and (c) all related advertising, promotional, and other related uses of the Licensed Marks by City, which must be pre-approved by Donor in writing, must conform to the standards set by Donor and be under Donor’s control. Such quality standards include that the Licensed Marks must be: (i) used in a manner that is consistent with standards and principles of the Church; (ii) connected with Community Initiatives in which Donor participates; and (iii) used in a manner that does not imply the Church’s or Donor’s endorsement of any of City’s products or services outside of the Community Initiatives in which Donor participates.

(d) **Quality Maintenance.** City will cooperate with Donor in facilitating Donor’s control of such nature and quality, to permit reasonable inspection of City’s operation relating to the Licensed Marks, and to supply Donor with specimens of all uses of the Licensed Marks upon request. City will comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution, and advertising of all products and services covered by this Agreement.

(e) **Form of Use.** City may only use the Licensed Marks in the form and manner and with appropriate legends as set forth by Donor from time to time. City may not use any other trademark or service mark, other than the City’s logo, in combination with the Licensed Marks without Donor’s prior written approval.

(f) **Records and Audit.** City will keep complete records of all products and services covered by this Agreement, with such records being open to inspection by Donor or another party on Donor’s behalf at all

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reasonable times during the term of this Agreement (as set forth below in Section 11) and for three years thereafter.

(g) **Infringement Proceedings.** City will notify Donor of any unauthorized use of the Hometown Marks by others promptly as it comes to City's attention. Donor (and IRI) will have the sole right, control, and discretion to bring infringement or unfair competition proceedings involving the Hometown Marks.

(h) **Termination of the License.** Donor has the right to terminate the License at any time for any or all of the Licensed Marks, with or without cause, upon giving 30 days' written notice to City.

(i) **Effect of Termination.** Upon termination of the License for any portion of the Licensed Marks, City will immediately: (a) discontinue all use of such portion of the Licensed Marks and any term that is confusingly similar to such portion of the Licensed Marks; (b) delete such portion of the Licensed Marks and any confusingly similar terms from any of City's corporate names, business names, and Community Initiatives, (c) cooperate with Donor or Donor's appointed agent to apply to the appropriate authorities to cancel any recording of this Agreement from all government records, and (d) destroy all printed and physical materials bearing such portion of the Licensed Marks. Upon termination of this Agreement, all rights in the Hometown Marks and the goodwill associated with the Hometown Marks will remain Donor (or IRI's) property.

(j) **Approval of Publicity.** Neither party may, without the other party's prior written approval, use or publicize the other party's name or logo in any way that implies endorsement of the party, its affiliates or activities. Neither party may, without the other party's prior written approval, advertise, publicize, or issue a press release containing any information regarding this Agreement or the parties' relationship to any person, organization, or media entity.

(k) **Nature of Publicity.** Whenever publicity is approved by a party, the other party will avoid issuing any communications that would imply or give the appearance of an endorsement of one party by the other (or, in the case of City, by the Church), except as expressly set forth in a specific statement approved in writing by the approving party.

10. CONFIDENTIAL INFORMATION.

(a) **Definition.** For purposes of this Agreement, "**Confidential Information**" means all information normally or reasonably considered to be private or confidential relating to the business, activities, or operations of a party or any affiliate thereof, including trade secrets, know-how, research, and work products; business plans, policies, procedures, notes, agendas, presentations, calendars, meeting content, departmental plans, projects, and strategies; personnel and volunteer information; financial and legal information; and product and customer information. Confidential Information expressly includes information relating to the Church's membership, financial, or ecclesiastical affairs. Confidential Information will not include, and no obligation will apply to, information that: (i) was known to the receiving party before being furnished by the disclosing party; (ii) was publicly known before disclosure; (iii) becomes known to the receiving party from a third party not under an obligation of confidentiality to the party disclosing such information; or (iv) is developed by the receiving party without the use of the disclosing party's Confidential Information.

(b) **Obligations.** Each party (as the "**Disclosing Party**") may provide its Confidential Information to the other party (as the "**Receiving Party**"). The Receiving Party will consider all Confidential Information received from the Disclosing Party to be confidential and will not disclose any such Confidential Information to any other person unless the Disclosing Party consents in writing to such disclosure. The Receiving Party further will not make any use of the Disclosing Party's Confidential Information except as necessary to fulfill its obligations under this

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Agreement. The Receiving Party will promptly notify the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. Upon the Disclosing Party's request, the Receiving Party will promptly return or destroy copies of any media or materials containing the Disclosing Party's Confidential Information. This Section 10 will be binding upon the parties and their successors and assigns until such time as the Disclosing Party no longer considers its Confidential Information to be confidential; however, the parties expressly understand and agree that any trade secrets of either party and any membership, financial, or ecclesiastical information relating to the Church will remain confidential indefinitely.

(c) **Equitable Relief.** The parties acknowledge and agree that the unauthorized disclosure or use of the Disclosing Party's Confidential Information may cause substantial and irreparable injury to the Disclosing Party; money damages will not adequately compensate for such injury; and to the extent available, the Disclosing Party is entitled to seek, among other remedies, immediate injunctive and other equitable relief for any breach of this Section 10.

(d) **GRAMA.** The parties acknowledge and agree that City is a governmental entity and is required to comply with the Government Records Access and Management Act ("**GRAMA**"). No provision of this Agreement shall be deemed to require City to take any action that would violate GRAMA.

11. **TERM AND TERMINATION; SURVIVAL.** The term of this Agreement commences on the Effective Date and will, subject to the provisions hereof, terminate three years from the Effective Date; *provided, however*, that unless Donor delivers written notice to City on or before 30 calendar days before the expiration of the initial or any renewal term, the term of this Agreement will automatically be extended on a month-to-month basis. The parties may terminate this Agreement at any time for business convenience, for any or no reason, and without penalty, liability, or obligation of any kind by delivering written notice to the other party, except that any Project Plan for a City Event still in effect as of this Agreement's termination will remain in effect subject to this Agreement's terms until the termination of the applicable Project Plan or City Event or within 30 days, whichever is sooner. Sections 3 and 5-12 will survive this Agreement's termination for any reason, along with any other provision that by its nature is intended to survive.

12. **GENERAL TERMS.**

(a) **Severability.** If a court holds any part of this Agreement to be invalid, except for clauses determined by Donor or City as significant or essential, the rest of the Agreement will remain in effect as written. For clauses Donor or City determines in its sole discretion as significant or essential, the parties will mutually agree in writing on a replacement provision. If a replacement provision cannot be agreed upon, either party may terminate this Agreement immediately upon written notice to the other party.

(b) **Successors and Assigns.** This Agreement will inure to the benefit of and bind the parties' permitted successors and permitted assigns; however, except as provided herein, neither party will have the right to subcontract, delegate, or assign its rights or obligations under this Agreement to any other person or entity without the other party's prior written consent, which consent may be withheld in the other party's sole discretion.

(c) **Attorney Review; Construction.** Neither party will be deemed the drafter of this Agreement for the purpose of interpreting any provisions. In negotiating and drafting this Agreement, each party had full opportunity to consult an attorney of its choosing. Captions and headings are for ease of reference and do not define or limit the scope of any terms contained herein or in any attachment hereto. As used herein and as is reasonable given the context, all words include the masculine, feminine, or neuter gender; singular words include the plural; plural words include the singular; the terms "and" and "or" are not used exclusively, and thus may be interpreted to mean and/or unless the context clearly dictates otherwise; and "including" means "including, but

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not limited to”.

(d) **Notices.** Any official notice given under this Agreement will be in writing and sent via email, U.S. mail, commercial courier service, or another manner reasonably calculated to reach the other party. Official notices (in contrast to day-to-day communications) will be addressed to the person and address designated below (or such other person or address as the parties may designate on 10 calendar days’ notice pursuant to this Section 12(d)). All notices will be effective upon receipt.

Donor

The Church of Jesus Christ of Latter-day Saints
Attn: Blaine Maxfield--WSR
50 East North Temple
Salt Lake City, UT 84150
Email: Blaine.Maxfield@ChurchofJesusChrist.org

City

CITY
Attn: Jason Bond
110 S Center Street
Santaquin, UT 84655
Email: jbond@santaquin.gov

With a copy to (which copy alone will not constitute notice):

Office of General Counsel
Attn: Richard Page
50 East North Temple
Salt Lake City, Utah 84150
Email: USLegalNotices@kmclaw.com

(e) **Governing Law; Jurisdiction; Venue; Attorneys’ Fees.** The laws of the State of Utah, United States of America, without regard to conflicts of law provisions, govern this Agreement. The state and federal courts of the State of Utah will have exclusive jurisdiction over all disputes relating to this Agreement. The parties consent to the jurisdiction of said courts and waive any objection that venue in such courts is inconvenient. The prevailing party in any judicial action or proceeding arising out of this Agreement will be entitled to recover its costs and reasonable and necessary attorneys’ fees.

(f) **Anti-Bribery Laws.** City represents and warrants that: (i) it has not taken or permitted, and will not take or permit, any action that may violate any anti-bribery or anti-corruption laws of the countries in which City operates or the U.S. Foreign Corrupt Practices Act of 1977, as amended; and (ii) no funds, materials, and equipment under its control, including those provided by Donor to City under this Agreement, will be used to support individuals or entities associated with terrorism. City will comply with all applicable anti-terrorism financing and asset control laws and executive orders. If City violates or is accused of violating this provision, Donor may immediately terminate this Agreement.

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(g) **Force Majeure.** A party's delay or nonperformance is not a breach of this Agreement if causes beyond that party's reasonable control prevent or substantially hinder the party from performing its good faith obligations under this Agreement, including, but not limited to, war or military action; natural or man-made disaster; weather events; civil disturbance; act of God or public enemy; terrorist act(s); outbreak of infectious disease or any other public health crisis; compliance with any lawful or unlawful governmental order, law, rule, or restriction; shortage or inability to obtain critical material or supplies; disruption of transportation facilities or services; industry-, region-, or nationwide strike or other labor difficulty; or other similar events beyond the affected party's reasonable control (each, a "**Force Majeure Event**"). If a Force Majeure Event occurs, either party may terminate this Agreement by written notice to the other party, and upon such termination: (i) Donor will be released and discharged from any and all obligations under this Agreement or any Project Plan; (ii) City will vacate and remove all personal property from any Facilities connected to a City Event; and (iii) City will return to Donor all remaining Funds and Commodities not reasonably expended or distributed in connection with a City Event before the Force Majeure Event occurred.

(h) **Miscellaneous.** This Agreement is not intended and must not be construed in any way to create any third-party beneficiary rights in any person not a party hereto. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement. This Agreement may be amended or modified only in writing executed by both parties. The failure of any party to insist upon strict performance of any of the provisions contained herein will not be deemed a waiver of any rights or remedies that such party may have and will not be deemed a waiver of any subsequent breach or default. If the parties sign this Agreement in several counterparts, each will be deemed an original, but all counterparts together will constitute one instrument.

13. **No Waiver of Governmental Immunity.** Nothing in this Agreement, nor the performance hereof, shall be construed to waive or limit any protections provided to the City by the Governmental Immunity Act of Utah (Utah Code Section 63G-7-101 *et seq.*) (hereinafter the "Act") and the City expressly retains all rights and benefits of the Act. Nothing in this Agreement shall be deemed to increase the City's liability beyond the limitations of liability provided in the Act.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Santaquin City, a political subdivision of the
State of Utah

THE CHURCH OF JESUS CHRIST OF LATTER-DAY
SAINTS, a Utah corporation sole

By: Jason Bond
Title: Assistant City Manager

By: _____
Title: _____

Exhibit I

Form of Project Plan

Project Plan

Name	Event Number	
[CITY]	[Project #]	
City Event Name(s)	Event Start Date	Event Completion Date
[City Event Name]	[Start Date]	[Completion Date]

This Project Plan is dated [Project Plan date] and is attached to and constitutes an integral part of the Community Initiative Cooperation Agreement, dated as of [Agreement date], as amended (the "Agreement"), between The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("Donor"), and [CITY], a political subdivision of the State of Utah ("City").

Pursuant to the Agreement, the parties agree to cooperate in the event(s) described below (the "City Event(s)"). Capitalized terms not otherwise defined in this Project Plan will have the meaning assigned to them in the Agreement. Any changes to this Project Plan must be substantially in the same form as this Project Plan.

The City Event(s):

Provide a brief description of the City Event or Events:

Address:

Identify the physical address where the City Event will take place:

Program Objectives:

Describe the Program Objectives, including the City Events' intended Participants:

- _____
- _____
- _____

Start and Completion Date: The Project will start on the Start Date and be completed by the Completion Date stated above.

Facilities (if applicable):

- *List the address and property name (if any) of the Facilities that Donor will make available as part of the City Event:*

If Donor makes its Facilities available to City as part of the City Event, pursuant to Section 2(b) of the Agreement, City agrees to execute and abide by a Temporary Use Agreement ("TUA") with Donor, which is attached to this Project Plan. Among other things, the TUA outlines the time of use and City's obligations in connection with its use of the Facilities. The TUA is a condition precedent to, and will be deemed a part of, the Project Plan.

Budget (if applicable): Donor agrees to provide the following Funds, Commodities, Services, and/or Facilities for the Project:

- **Funds:** up to \$ _____ USD total, with funds to be allocated according to the Budget categories listed below:
 - o \$ _____ USD for [Category name]
 - o \$ _____ USD for [Category name]
- **Commodities:** Describe any Commodities that Donor will provide as part of the Project, if any: _____.

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- **Services:** Describe any Services that Donor will provide as part of the Project, if any: _____.

Payments by Church Charities: Donor or an affiliate will provide the Funds to City as follows, if applicable:

Within 14 calendar days from the date of this Project Plan or

when Donor receives a completed Vendor Setup Form from City (if applicable), whichever is later, Donor will make a payment of \$ _____ USD by electronic transfer to City's bank account as designated herein.

City Bank Account Information:

Bank Name:
Bank Address:
Account #:
Routing #:

If payments will be made by installment, describe the schedule, amounts, and any expectations City must fulfill to be eligible to receive additional payments:

City's Contributions:

Describe any funds, items, services, or facilities that City will provide as part of the City Event, if any:

Reports:

Describe any Reports that City will provide in addition to the Reports required under Section 3(g) of the Agreement, if any:

Primary Contacts: Communications to a party under this Project Plan will be made to each party's primary contact, as follows:

Donor:

Name:
Telephone:
Address: 50 E. South Temple St., Salt Lake City, UT 84150
Email:

City:

Name:
Telephone:
Address:
Email:

Special, unique, or limiting circumstances:

Describe any special, unique, or limiting circumstances related to the City Event, if any:

IN WITNESS WHEREOF, the parties have executed this Project Plan as of the date written above.

Santaquin City, a political subdivision of the
State of Utah

THE CHURCH OF JESUS CHRIST OF LATTER-DAY
SAINTS, a Utah corporation sole

By: _____
Title: _____

By: _____
Title: _____

Exhibit II

Temporary Use Agreement ("TUA")

TEMPORARY USE AGREEMENT (U.S.)

This Temporary Use Agreement ("Agreement") is made and entered into this _____ day of _____, 20____, by and between The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("Owner"), and _____ ("User"). In order to further Owner's purposes and mission, and based on the mutual promises and the conditions set forth herein, and for other good and valuable consideration, the parties agree as follows:

1. **Property Use and Term**
 - a. **Location.** Owner has certain real property located at _____ (the "Property").
 - b. **Area of Use.** User desires to use the _____ of the Property ("Designated Area").
 - c. **Term and Hours of Use.**

Date(s): _____ (the "Use Period"), not to exceed one year.
Hours: _____ (the "Usage Time").
Days of Week: _____.

Unless otherwise specifically stated, this Agreement does not give the User any right to use the Property on Sunday or during the times of any scheduled use by Owner. The Property is closed from use during funerals and associated family luncheons. There will be no entry into or use of the chapel area unless specifically approved by Owner. There will be no entry to or use of a baptismal font or ecclesiastical office areas, such as bishops' offices, stake president's office, and clerks' offices. By the end of the Usage Time each day, User will vacate the Designated Area and leave it in the same condition as it was prior to the Usage Time.
 - d. **User's Intended Use and Purpose.**

2. **License.** Owner grants User, its employees, agents, members, licensees, and other invitees a revocable, nonexclusive license to temporarily use the Designated Area for the Use Period during the Usage Time.
3. **Maintenance and Maintenance Fees.** User shall be responsible for daily maintenance and cleaning of the Designated Area. User shall pay Owner a maintenance fee of \$_____ prior to use to reimburse Owner for costs to make the space available, including utilities and reasonable wear and tear. In addition, User shall pay for any and all cleaning and sanitization of the Designated Area deemed necessary by Owner as well as all other associated costs and expenses incurred by Owner.
4. **Conduct.** User is responsible for preserving the condition of the Designated Area during the Usage Time. User acknowledges that the Property is well-maintained, in good condition, with no significant damage. No later than 12 hours after the beginning of the Use Period, User will conduct a thorough walk-through and notify Owner in writing of any significant damage to the Property that existed prior to User's license to use the Designated Area. User will promptly notify Owner and repair or pay for all damage to the Designated Area and Property caused by any of User's employees, agents, members, licensees, or invitees. User will not disrupt, adversely affect, or interfere with other users of the Property. User will not charge anyone for the use of the Property nor allow goods or services to be sold on the Property. Repairs performed by or paid for by User shall return the Designated Area or Property to the condition it was before the damage occurred.
5. **Condition of Property.** Owner makes no warranty or representation about the Property. Owner is under no obligation to prepare or repair the Designated Area or Property. User accepts the Designated Area and Property and all aspects thereof in "as is, where is" condition, with all faults and without warranties of any kind, expressed or implied. User hereby waives all warranties, expressed or implied, regarding the title, condition, and use of the Designated Area and Property, including but not limited to any warranty of merchantability or fitness for a particular purpose.
6. **Right of Owner to Revoke License.** At any time, Owner may revoke any license granted by Owner to use the Property or Designated Area, at Owner's sole and absolute discretion. If the license is revoked, User will immediately vacate the Property and leave the Designated Area in a neat and orderly condition. Should Owner revoke during, or less than 24 hours prior to, the scheduled use (and if User is not in breach of any provision of this Agreement), Owner shall pay an inconvenience fee of \$50 at User's request. User's total damages shall be limited to the inconvenience fee. User waives all other damages. If User has commenced use of the Designated Area, User shall be responsible for the cleaning and repair costs outlined in paragraphs 3 and 4 regardless of when Owner revokes the License.
7. **Owner's Standard Rules and Conditions.** User will ensure that User, its employees, agents, members, licensees, and invitees:
 - a. Comply with all applicable Federal, State, and local laws, regulations, rules, and ordinances.
 - b. Do not use or consume alcohol or cannabis, or illegally use drugs, on the Property or enter on the Property while under their influence.
 - c. Do not smoke or vape anything on the Property. Do not use tobacco in any form on the Property.
 - d. Do not bring or consume coffee or tea on the Property.
 - e. Refrain from using profanity or being discourteous or uncivil to others on the Property.
 - f. Do not view or allow pornographic or other indecent materials on the Property.
 - g. Do not play obnoxious or loud music on the Property.
 - h. Refrain from wearing immodest, offensive, or obnoxious clothing, while on the Property.
 - i. Do not bring weapons on the Property.
 - j. Do not bring cooking equipment or heaters into the meetinghouse on the Property.
 - k. Do not permit minors to use or be on the Property without adult supervision at all times.
 - l. Do not bring or permit pets or animals, other than trained service dogs, on the Property.
 - m. Leave the Designated Area in its pre-use condition.
 - n. Ensure that all applicable government and industry safety precautions, recommendations, rules, and standards are implemented and strictly observed.

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8. **Reservation by Owner.** Owner reserves the right to use the Designated Area for any purpose at any time. Without limiting the above, Owner reserves the right (a) to have pedestrian and vehicular ingress and egress on and over the Designated Area; (b) to reasonably relocate or modify the Designated Area at any time; and (c) to grant other nonexclusive licenses and rights within or on the Designated Area to others.
9. **Indemnity.** User shall, at its sole expense, indemnify, hold harmless, and defend (with counsel acceptable to Owner) Owner and Owner's officers, employees, directors, representatives, contractors, agents, servants, attorneys, affiliates, parents, subsidiaries, successors, volunteers, and assigns against all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of actions, assessments, taxes, injury, property damage (including Owner's property), fines, and penalties of any kind including court costs and attorney fees incurred from any cause, other than Owner's gross negligence or willful misconduct, arising out of or relating to this Agreement or User's use of the Property.
10. **No Assignment.** User shall not, and shall not have any right to, assign, transfer, or sublicense this Agreement or any license to use the Property or Designated Area.
11. **Signage and Publicity.** Any mention of Owner in signage or other publicity by User must be approved in advance by Owner, but no prior approval is required to publicize the Property's street address.
12. **No Real Property Rights; No Third-Party Rights.** Nothing in this Agreement creates or confers any real property rights or interests to User or any other person. The license granted herein is for use by User and its employees, agents, members, licensees, and invitees in connection with usage within the Designated Area during the Use Period and Usage Time and for the purposes expressed herein. Nothing in this Agreement shall be deemed to open the Property to any other party for any other purpose.
13. **Not A Federal Government Contract.** User represents: (1) User is not a federal governmental entity or instrumentality, and that User's use of any portion of Owner's Property is not required under any federal government contract or subcontract whereby Owner could be considered a federal government contractor or subcontractor, (2) this Agreement is not, and shall not be, or considered to be, a Federal governmental contract, Federal government subcontract, or third-party contract, and (3) by entering into this Agreement, Owner does not become a subrecipient, subgrantee, project participant, or third-party contractor or subcontractor. In the event that any of these representations are alleged to be inaccurate, Owner may declare this Agreement null and void *ab initio* based on frustration of purpose as if this Agreement had never been entered into.
14. **Jurisdiction and Governing Law.** To the maximum extent permitted by law, this Agreement and all matters related to it will be governed by and enforced in accordance with the laws of the State of Utah, without reference to choice of law rules. All disputes arising from or related to this Agreement will be decided only in the local or federal courts of Salt Lake County, Utah, and not in any other court or state. The parties hereby consent to the jurisdiction of the local and federal courts of Salt Lake County, Utah, and waive any other venue to which they might be entitled by virtue of domicile, residence, place of business, or otherwise.
15. **Attorney Fees.** If either party commences legal action to enforce or rescind any term of this Agreement, the prevailing party will be entitled to recover its attorney fees and costs (including without limitation copy costs, expert and consultant fees, and expenses) incurred in that action and on all appeals, from the other party.
16. **Insurance.** User shall obtain and maintain throughout the term of this Agreement a policy of liability insurance sufficient to insure against claims for personal injury, bodily injury, death, and property damage occurring on, in, or about the Property or in any way connected to the operations of the User as they relate to this Agreement. The liability insurance shall provide limits of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. The liability policy will name Owner as an additional insured by an endorsement to the policy. User will present to Owner a Certificate of Liability Insurance on an ACORD 25 Form (or its equivalent) showing evidence of the above coverage, with the additional insured endorsement attached.

User Insurance Information

Liability Insurance Company Name

Policy Number

Liability Limit

Owner:

The Church of Jesus Christ of Latter-day Saints,
a Utah corporation sole.

Signature: _____

Print Name: _____

Title: _____

Address: _____

Telephone No: _____

Email: _____

User:

Signature: _____

Print Name: _____

Title: _____

Address: _____

Telephone No: _____

Email: _____

Item # 9.

Exhibit III

Hometown Marks

The Hometown Marks include:

1. MY HOMETOWN
2. MY HOMETOWN SANTAQUIN
3. MY HOMETOWN SANTAQUIN CITY
4. My Hometown 
5. OPERATION MY HOMETOWN
6. MY HOMETOWN INITIATIVE
7. MHTI
8. OUR HOMETOWN
9. OUR HOMETOWN COMMUNITIES FOUNDATION
10. OHCF
11. COURAGE TO CARE
12. DO GOOD



OUR HOMETOWN

Communities Foundation

13. .



OUR HOMETOWN

Communities Foundation

14. .

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Exhibit IV

Licensed Marks

The Licensed Marks are limited to:

1. MY HOMETOWN
2. MY HOMETOWN SANTAQUIN
3. MY HOMETOWN SANTAQUIN CITY

The Licensed Marks may only be used as follows:

to advertise, promote, and effectuate Community Initiatives in which Donor or Ongoing Service Volunteers or Project Volunteers participate.



MEMORANDUM

March 28, 2025

To: Santaquin City Mayor and City Council
From: Norm Beagley, MPA, P.E., City Manager
RE: City Water (and Sewer) Services Connection Policy Code Amendment

Mayor and Council Members,

As we have discussed previously, we have need to revise and update our water services connection policy in our City Code to be more in line with City staff, the Mayor, and City Council recommendations. We have proposed to also update our sewer connection policy at the same time to also be in line with similar recommendations.

I have worked with City Staff and Legal Counsel to create Ordinance 04-01-2025 for your consideration. We believe this ordinance amendment is in line with our recent discussions and recommendations.

If you have any questions, I would be happy to do my best to address them.

Recommendation: I/we recommend that the City Council approve Ordinance 04-01-2025 as presented amending City water and sewer service connections.

ORDINANCE NO. 04-01-2025

AN ORDINANCE AMENDING THE SANTAQUIN CITY CODE RELATED TO CITY UTILITY SERVICES, PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE ORDINANCE.

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

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

WHEREAS, cities in the state of Utah are authorized by the Legislature to regulate the use and development of lands including providing infrastructure services such as water, sewer, irrigation, roads, and parks; and

WHEREAS, Santaquin City operates and maintains public water systems and a sewer system for the benefit of residents, businesses, and visitors in the community; and

WHEREAS, the City Council desires now to amend certain provisions of the Santaquin City Code regarding the circumstances, terms and conditions ;

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

Section I. Amendments

Title 8 Chapter 44 Section 020 is amended as follows: (underlined text is added, stricken text is deleted)

8.04.020 SYSTEM; CONTROL AND JURISDICTION

- A. Connection to the Santaquin City Culinary Water System within the designated water service area may be available through application and compliance with all applicable laws, ordinances and regulations. No connection or extension outside the designated water service area or outside the city boundary shall be approved, except upon a finding by the City Council that such connection or extension will not unduly jeopardize a compelling, countervailing public interest.
- B. Under the authority of Utah Code § 10-8-15, as amended, the city hereby exercises a municipality's extraterritorial jurisdiction to protect its culinary water system and its sources from exposure to underground percolation from any ecological injury, pollution or contamination of the watershed or exposure of the system and water polluting underground percolations influencing the culinary waterworks source. The City, under the authority of Utah Code § 10-8-15, as amended, further declares that all lands (whether

inside or outside the incorporated municipal boundaries) within three hundred feet (300') on either side of the transmission or interceptor lines and the inlet facilities of each and all of the collection, interception and inlet facilities or one or any combination of the same (the "system") are a part of the culinary water facilities of Santaquin City and shall be subject to all culinary water source preservation and protection regulations of Santaquin City.

- C. The water system constructed or otherwise acquired by the city to supply culinary water is the property of the city and shall be under the sole and exclusive control and jurisdiction of the city. The superintendent may, and at the direction of the city council shall, make alterations and repairs to said system. The city council may also from time to time by resolution make such rules and regulations as it deems necessary for the operation and control of said system. (Ord. 2-2-99, 2-2-1999)

Title 8 Chapter 08 Section 040 is amended as follows: (underlined text is added, stricken text is deleted)

8.04.040 CONNECTION

All connections to the city culinary water system must comply with the following conditions for water service: (Ord. 03-02-2004, 3-17-2004, eff. 3-18-2004)

- A. Connection: Upon payment of all related fees and dedication of water, when applicable, for a water connection in such amount as may be established from time to time by resolution or ordinance of the city council, it shall be the responsibility of the public works department to make such connection or connections, but only on condition that all applicable city ordinances and rules and regulations have been complied with; provided, however, the responsibility for providing labor and materials for water connections shall be governed by such policies and regulations as may be promulgated from time to time by the public works department and such policies and regulations may require the person for whom the connection is made to make such connection under such supervision and standards as the department may require or to furnish all or a portion of the labor and materials necessary to make the connection. It shall be unlawful for any person to connect any water line with the public water main unless such person has received a permit to do so and unless such connection is inspected and approved by the superintendent of the water department or other authorized city inspector. County residents may only connect to city utilities if they are within two hundred feet (200') of an existing main line service. (Ord. 02-01-2017, 2-1-2017, eff. 2-2-2017)
- B. Time Limit For Connection: If a building is not constructed and a connection made to the city water system within one year of date of the application for water service, the application shall be invalid and the connection fee forfeited. The city council may grant one 1-year extension on the time limit for connection to the water system.
- C. Connections Nontransferable: Water connections shall not be transferred to a location different from that shown on the application for water service, nor from where originally used, nor may a larger water connection be subdivided into several smaller connections.
- D. Forfeited Connections:
1. A water connection shall be deemed to be forfeited and abandoned if not used and fees not paid for a one year period.

2. A forfeited water connection shall be disconnected. The reconnection of a forfeited water connection shall be subject to the payment of the connection fee in effect at the time of the reconnection. (Ord. 2-2-99, 2-2-1999; amd. Ord. 03-02-2004, 3-17-2004, eff. 3-18-2004)
- E. Meter Installation: Prior to occupying or use of a newly constructed dwelling that has been connected to the city's culinary water system a water meter shall be installed. All required inspections and approvals shall be on record with the community development department. Users must complete the utility application process and submit, in writing, a request for meter installation. Meters shall be installed within ten (10) days of the date the meter was requested, unless unforeseen conditions or extenuating circumstances occur. (Ord. 09-03-2011, 9-7-2011, eff. 9-8-2011)

Title 8 Chapter 04 Section 080 is amended as follows: (underlined text is added, stricken text is deleted)

8.04.080 WATER SYSTEM EXTENSIONS

All extensions to the existing water system which are not covered by regulations in the approval of subdivisions and large-scale developments shall comply with the provisions of this section.

- A. Application: Any person desiring to extend the water system may make application to the city council. Such application shall be considered by the city council on a case by case basis and the city council shall approve such applications if:
 1. The proposed extension is to be constructed consistent with the city's extension standards;
 2. There is adequate reserve water available to supply said need; and
 3. The existing distribution system is adequate to supply the needed water to the point of beginning of the extension.
 4. The application complies with all applicable city codes, city ordinances, and city standards as approved and adopted by the City Council.
- B. Contents Of Application: The application shall contain a description of the proposed extension accompanied by a map showing the location thereof. Detailed engineering drawings showing the location and size of all lines, mains, service laterals, appurtenant facilities, anticipated water pressures and fire flows shall be included. The application shall also include an extension agreement signed by the applicant in a form approved by the city council by which the applicant agrees to construct the facilities, both on site and off site, and accepts the conditions agreeing to reimbursement as outlined in paragraph F.
- C. Referral To Other Departments: Before any such application is approved, the city council shall refer it to the ~~water department superintendent~~ Public Works Director and City Engineer for ~~his~~ their review and comment. The application may also be referred to the planning commission and the ~~city City engineer~~ Engineer for similar review and recommendation.
- D. Standards And Specifications: The design, location, materials and methods and standards of construction of water line extension shall be in accordance with all city codes, ordinances, and standards and specifications as approved by the ~~city City council~~ Council.
- E. Oversized And Off-Site Facilities: The city council may require the construction of oversized and off-site facilities as a condition of the approval of any application governed by this section.

F. Costs; Reimbursement: Upon completion of an extension, the applicant's share of the actual cost of making such extension shall be determined by the ~~city~~ City engineer ~~Engineer~~ from ~~as built~~ record drawings to be provided by the applicant. Whenever an extension of a water main benefits property which is adjacent to the extension or extended from the end of an existing extension, other than that which is owned by the applicant, the city ~~will~~ may enter a deferred credit on its books and records in the amount of the actual prorated cost of extension across the front of said benefited property and shall reimburse the applicant, his assignees or successors, upon collection by the city of charges assessed against such benefited property as service connections are made. ~~All~~ Any such reimbursements ~~shall~~ may extend for a period of up to ten (10) years from the date of the completion of the extension and acceptance by the city, or until the initial prorated cost of the extension along the frontage not owned by the applicant shall have been refunded.

G. Extension Charge:

1. Required: A water main extension charge for each and every subsequent service connection to an extension under the provisions of this section shall be paid before such service connection is made, except for frontage owned by the applicant at the time of the application. The water main extension charge is separate and is in addition to any service connection charge required by the city.
2. Determination: The amount of an extension charge to benefited property shall be determined by multiplying the number of linear feet of frontage in the lot or parcel for which service connection is requested by one-half (1/2) the average cost per linear foot of said extension. All necessary fire hydrants and appurtenances that are provided in making the extension shall be included in determining the average cost per linear foot.
3. Diameter: All extension charges levied for purposes of reimbursement shall be determined using the costs for installing water mains of eight inches (8") in diameter. Where the city requires that the extension be made using larger lines, the difference between the cost of installing an eight-inch (8") water line and the size required by the city shall not be subject to reimbursement by the property owners which are served by said extension. All cost for the line size over eight inches (8") shall be borne by the city upon approval of the city council. All main water line extensions become the property of the city upon acceptance by the city. (Ord. 2-2-99, 2-2-1999; amd. Ord. 03-02-2004, 3-17-2004, eff. 3-18-2004; Ord. 09-03-2011, 9-7-2011, eff. 9-8-2011)

Title 8 Chapter 08 Section 020 is amended as follows: (underlined text is added, stricken text is deleted)

8.08.020 USE REQUIRED

A. Except as otherwise provided in this chapter, connection to the Santaquin City Sewer System within the designated water service area may be available through application and compliance with all applicable laws, ordinances and regulations. No connection or extension outside the Santaquin City municipal boundaries shall be approved, except upon a finding by the City Council that such connection will not unduly jeopardize a compelling, countervailing public interest.

- B. Install Suitable Facilities: The owner of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the city and abutting on any street, alley, or right of way in which there is now located or may in the future be located a public sanitary or combined sewer of the city or within three hundred feet (300') of the system is hereby required, at the owner's expense, to install suitable sewer facilities therein, and to connect such facilities directly with the public sewer in accordance with the provisions of this chapter, within ninety (90) days after date of official notice to do so; provided, that said sewer is within three hundred feet (300') of the owner's property line.
- C. Unlawful Acts: It shall be unlawful:
1. For any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the city, or in any area under the jurisdiction of the city, any human or animal excrement, garbage or other objectionable waste.
 2. To discharge to any natural outlet within the city, or in any area under the jurisdiction of the city, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter.
 3. Except as hereinafter provided, to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater. (Ord. 1994-2-1, 2-1-1994)
- D. Penalty And Compensatory Sanctions: Violations of this chapter shall be subject to penalties as provided in SCC 1.16.010 and the Uniform Fine Schedule as amended from time to time. (Ord. 1994-2-1, 2-1-1994; amd. 1999 Code)

Title 8 Chapter 16 Section 020 is amended as follows: (underlined text is added, stricken text is deleted)

8.16.020 CONNECTION TO PRESSURIZED SYSTEM

- A. Connection to the Santaquin City Pressurized Irrigation System within the designated water service area may be available through application and compliance with all applicable laws, ordinances and regulations. No connection outside the designated water service area or city boundary shall be approved, except upon a finding by the City Council that such connection will not unduly jeopardize a compelling, countervailing public interest.
- B. Connection: No connection shall be made to the pressurized irrigation system and no extension shall be made to any installation served by the pressurized irrigation system until the required connection and other fees have been paid.
- C. Maintenance: All pressurized irrigation system users shall keep their service pipe, connections and other apparatus in good repair and protected from frost at their own expense, but no person, except under the direction of the Public Works Director, shall be allowed to dig into the street, parking strip, sidewalk, or other public property or right-of-way for the purpose of laying, removing, or repairing any service pipe.
- D. Meter Installation: Prior to occupying or use of a newly constructed dwelling that has been connected to the City's pressurized irrigation water system a pressurized irrigation water meter shall be installed. Prior to installation, all required inspections and approvals shall be on record with the Community Development Department. Users must complete the

utility application process as outlined in SCC 8.20, "Utility Service Billing", and submit, in writing, a request for meter installation. Meters shall be installed within ten (10) working days of the date the meter was requested, unless unforeseen conditions or extenuating circumstances occur. (Ord. 09-03-2011, 9-7-2011, eff. 9-8-2011)

Section II. Severability

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

Section III. Contrary Provisions Repealed

Any and all other provisions of the Santaquin City Code that are contrary to the provisions of this Ordinance are hereby repealed.

Section IV. Codification, Inclusion in the Code, and Scrivener's Errors

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

Section V. Posting and Effective Date

This ordinance shall become effective at 5:00 p.m. on Wednesday, April 2, 2025. Prior to that time, the City Recorder shall deposit a copy of this ordinance in the official records of the City and place a copy of this ordinance in three places within the City.

PASSED AND ADOPTED this 1st day of April 2025.

Daniel M. Olson, Mayor

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

ATTEST:

Amalie R. Ottley, City Recorder

STATE OF UTAH)
 ss.
COUNTY OF UTAH)

I, Amalie R. Ottley, City Recorder of Santaquin City, Utah, do hereby certify and declare that the above and foregoing is a true, full, and correct copy of an ordinance passed by the City Council of Santaquin City, Utah, on the 1st day of April 2025, entitled:

“AN ORDINANCE AMENDING THE SANTAQUIN CITY CODE RELATED TO CITY UTILITY SERVICES, PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER’S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE ORDINANCE.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Santaquin City, Utah this 1st day of April 2025.

Amalie R. Ottley
Santaquin City Recorder

(SEAL)

AFFIDAVIT OF POSTING

STATE OF UTAH)

) ss.

COUNTY OF UTAH)

I, AMALIE R. OTTLEY, City Recorder of Santaquin City, Utah, do hereby certify and declare that prior to the ordinance taking effect, I posted a short summary of the ordinance on the Utah Public Notice Website as required by Utah State Code 10-3-711(1)(b) as a Class A Notice and Santaquin City Code 1-2-050(D)

I further certify that copies of the ordinance were posted online at www.santaquin.org, at the City Hall Building at 110 S. Center Street 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.

AMALIE R. OTTLEY
Santaquin City Recorder

The foregoing instrument was acknowledged before me on this ___ day of ___ 2025, by AMALIE R. OTTLEY.

My Commission Expires:

Notary Public

Residing at Utah County

MEMO



To: Mayor Olson and City Council

From: Aspen Stevenson, Planner

Date: April 8, 2025

RE: Code Amendment To Update Pavement Width Requirement For A Half Plus 10'

It is proposed that the City Council consider amending Santaquin City Code 11.36.110 to reduce the minimum pavement width from 38 feet to 26 feet for a half plus 10'. As well as, replacing City Council with the Planning Commission as the land use authority for approving any half plus 10' requests to maintain consistency throughout City Code.

Below are the proposed changes to the Santaquin City Code.

The developer shall dedicate to the City the full width of all street rights-of-way depicted on the final plat, unless previously dedicated, constructed or vested as a private street prior to September 20, 2017, or located within a planned unit development provided, however, that in cases where a proposed street in the subdivision parallels undeveloped property where no street currently exists and evidence is provided showing that the owner of the abutting property has no intention of developing within the near future, and as may be recommended by the Community Development Department, the Planning Commission may waive the full width dedication requirement and allow the dedication of a half plus ten feet (10') width right-of-way if the Planning Commission finds that it promotes the public interest. In no case, however, shall the pavement width be less than twenty-six feet (26').

The attached draft ordinance has the proposed code amendment.

The Planning Commission reviewed the proposed code amendment on March 25, 2025 and made the following motion.

Commissioner Moak made a motion to recommend approval of the proposed code amendment, which updates the required pavement width to 32 feet, with the condition that language is reviewed in the last sentence of the proposed amendment. Commissioner Romero seconded the motion.

Commissioner Hoffman, Absent; Commissioner Moak, Yes; Commissioner Nixon, Yes; Commissioner Romero, Yes; Commissioner Tolman, Absent; Commissioner Weight, Yes; Commissioner Wood, Yes; The motion passed.

Recommended Motion: "Motion to approve Ordinance 04-02-2025, an ordinance amending Santaquin City Code to update subdivision pavement width requirements, providing for codification, correction of scrivener's errors, severability, and an effective date for the ordinance."

ORDINANCE NO. 04-02-2025

AN ORDINANCE AMENDING SANTAQUIN CITY CODE TO UPDATE SUBDIVISION PAVEMENT WIDTH REQUIREMENTS, PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE ORDINANCE.

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

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

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

WHEREAS, the City Council desires to amend Santaquin City Code Title 11, Chapter 36, Section 110 to reduce the streets' minimum pavement width for a half plus 10' to twenty-six feet; and

WHEREAS, the Santaquin City Planning Commission held a public hearing on March 25, 2025, which hearing was preceded by the posting of public notice in at least three public places within the City limits of Santaquin City; and

WHEREAS, after the noted public hearing, the Santaquin City Planning Commission forwarded a recommendation to the City Council;

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

Section I. Amendments

Title 11 Chapter 36 Section 110 is amended as follows: (underlined text is added, stricken text is deleted)

11.36.110 STREET DEDICATION

The developer shall dedicate to the City the full width of all street rights-of-way depicted on the final plat, unless previously dedicated, constructed or vested as a private street prior to September 20, 2017, or located within a planned unit development provided, however, that in cases where a proposed street in the subdivision parallels undeveloped property where no street currently exists and evidence is provided showing that the owner of the abutting property has no intention of developing within the near future, and as may be recommended by the Community Development Department, ~~and~~ the Planning

Commission, ~~the City Council~~ may waive the full width dedication requirement and allow the dedication of a half plus ten feet (10') width right-of-way if the ~~City Council~~ Planning Commission finds that it promotes the public interest. In no case, however, shall the pavement width be less than ~~thirty-eight feet (38')~~ twenty-six feet (26'). Ord. 09-02-2017, 9-20-2017, eff. 9-21-2017)

Section II. Severability

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

Section III. Contrary Provisions Repealed

Any and all other provisions of the Santaquin City Code that are contrary to the provisions of this Ordinance are hereby repealed.

Section IV. Codification, Inclusion in the Code, and Scrivener's Errors

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

Section V. Posting and Effective Date

This ordinance shall become effective at 5:00 p.m. on Wednesday, April 2, 2025. Prior to that time, the City Recorder shall deposit a copy of this ordinance in the official records of the City and place a copy of this ordinance in three places within the City.

PASSED AND ADOPTED this 1ST day of April 2025.

Daniel M. Olson, Mayor

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

ATTEST:

Amalie R. Ottley, City Recorder

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, AMALIE R. OTTLEY, City Recorder of Santaquin City, Utah, do hereby certify and declare that the above and foregoing is a true, full, and correct copy of an ordinance passed by the City Council of Santaquin City, Utah, on the 1st day of April 2025, entitled

“AN ORDINANCE AMENDING SANTAQUIN CITY CODE TO UPDATE SUBDIVISION PAVEMENT WIDTH REQUIREMENTS, PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER’S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE ORDINANCE.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Santaquin City Utah this 1st day of April 2025.

Amalie R. Ottley
Santaquin City Recorder

(SEAL)

AFFIDAVIT OF POSTING

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, AMALIE R. OTTLEY, City Recorder of Santaquin City, Utah, do hereby certify and declare that prior to the ordinance taking effect, I posted a short summary of the ordinance on the Utah Public Notice Website as required by Utah State Code 10-3-711(1)(b) as a Class A Notice and Santaquin City Code 1-2-050(D)

I further certify that copies of the ordinance were posted online at www.santaquin.org, at the City Hall Building at 110 S. Center Street 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.

AMALIE R. OTTLEY
Santaquin City Recorder

The foregoing instrument was acknowledged before me on this ____ day of ____ 2025,
by AMALIE R. OTTLEY.
My Commission Expires:

MEMO



To: Mayor Olson and City Council

From: Aspen Stevenson, Planner

Date: April 1, 2025

RE: Code Amendment To Reduce the Minimum Building Size For The MSC Area

After selecting five Moderate Income Housing Strategies for 2025, it is proposed that the City Council amend Santaquin City Code Title 10 Chapter 20 Section 190 to reduce the minimum building size in the Main Street Commercial Area (MSC) in the Main Street Business Districts Zone. The proposed code amendment will satisfy Strategy 3 (Z) which is referenced below.

Strategy 3 (Z) Demonstrate implementation of any other program or strategy to address the housing needs of residents of the municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing.

Implementation Plan – Santaquin City will consider modifying zoning regulations to reduce the minimum square footage requirements for various residential unit sizes in the Main Street Commercial (MSC) Area in the Main Street Business Districts (MSBD) zone.

Benchmarks and Timeline – A legislative process will be initiated by June 1, 2025. Possible action will be implemented before August 1, 2025.

The Planning Commission reviewed the proposed code amendment on March 25, 2025 and made the following motion.

Commissioner Romero made a motion to recommend approval of the proposed code amendment, which reduces the minimum building size for the Area in the Main Street Business Districts Zone. Commissioner Moak seconded the motion.

Commissioner Hoffman, Absent; Commissioner Moak, Yes; Commissioner Nixon, Yes; Commissioner Romero, Yes; Commissioner Tolman, Absent; Commissioner Weight, Yes; Commissioner Wood, Yes; The motion passed.

Motion: "Motion to approve Ordinance 04-03-2025, an ordinance amending Santaquin City Code to reduce the minimum building size in the Main Street Commercial Area (MSC) in the Main Street Business Districts Zone, providing for codification, correction of scrivener's errors, severability, and an effective date for the ordinance."

ORDINANCE NO. 04-03-2025

AN ORDINANCE AMENDING SANTAQUIN CITY CODE TO REDUCE THE MINIMUM BUILDING SIZE IN THE MAIN STREET COMMERCIAL AREA (MSC) IN THE MAIN STREET BUSINESS DISTRICTS ZONE, PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE ORDINANCE.

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

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

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

WHEREAS, the City Council desires to amend Santaquin City Code Title 10, Chapter 20, Section 190 to reduce the minimum building size in the Main Street Commercial Area in the Main Street Business Districts Zone; and

WHEREAS, the City Council hereby implements one of their strategies in the Moderate-Income Housing Plan, as required by Utah Code Annotated 10-9a-408, in order address the need for moderate income housing within Santaquin City; and

WHEREAS, the Santaquin City Planning Commission held a public hearing on March 25, 2025, which hearing was preceded by the posting of public notice in at least three public places within the City limits of Santaquin City; and

WHEREAS, after the noted public hearing, the Santaquin City Planning Commission forwarded a recommendation to the City Council;

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

Section I. Amendments

Title 10 Chapter 20 Section 190 is amended as follows: (underlined text is added, stricken text is deleted)

10.20.190 MAIN STREET BUSINESS DISTRICTS ZONE

K. Multi-Family Development Standards: The maximum density allowed for multi-family developments shall be conditioned upon the architectural design of the development and its

ability to meet the following zone standards. The following housing and open space and amenities standards shall also be applied to mixed use developments unless addressed in the general standards above.

1. Minimum Lot and Unit Size: ~~The minimum lot size for a multi-family development in the Main Street Residential (MSR) area shall be one (1) acre. The minimum density of a multi-family development shall be 8 units/acre. The maximum density of a multi-family development shall be 12 units/acre. The average minimum livable unit area shall be four hundred (400) square feet for a studio unit, six hundred fifty (650) square feet for a single bedroom unit, and eight hundred (800) square feet for a two (2) bedroom unit. No unit shall have less than ninety percent (90%) of the required average. Units with more than two (2) bedrooms shall provide an additional one hundred fifty (150) square feet per additional bedroom.~~
 - i. The minimum lot size for a multi-family development in the Main Street Residential (MSR) area shall be one (1) acre. The minimum density in the Main Street Residential (MSR) area shall be 8 units/acre, and the maximum density shall be 12 units/acre.
 - ii. The average minimum livable unit area in the Main Street Residential (MSR) and the Main Street Commercial (MSC) areas shall be four hundred (400) square feet for a studio unit, six hundred fifty (650) square feet for a single bedroom unit, and eight hundred (800) square feet for a two (2) bedroom unit. No unit shall have less than ninety percent (90%) of the required average. Units with more than two (2) bedrooms shall provide an additional one hundred fifty (150) square feet per additional bedroom.

Section II. Severability

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

Section III. Contrary Provisions Repealed

Any and all other provisions of the Santaquin City Code that are contrary to the provisions of this Ordinance are hereby repealed.

Section IV. Codification, Inclusion in the Code, and Scrivener's Errors

It is the intent of the City Council that the provisions of this ordinance be made part of the Santaquin City Code as adopted, that sections of this ordinance may be re-numbered or re-lettered, and that the word ordinance may be changed to section, chapter, or other such appropriate word or phrase in order to accomplish such intent regardless of whether such inclusion in a code is

accomplished. Typographical errors which do not affect the intent of this ordinance may be authorized by the City without need of public hearing by its filing a corrected or re-codified copy of the same with the City Recorder.

Section V. Posting and Effective Date

This ordinance shall become effective at 5:00 p.m. on Wednesday, April 2nd, 2025. Prior to that time, the City Recorder shall deposit a copy of this ordinance in the official records of the City and place a copy of this ordinance in three places within the City.

PASSED AND ADOPTED this 1st day of April 2025.

Daniel M. Olson, Mayor

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

ATTEST:

Amalie R. Ottley, City Recorder

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, AMALIE R. OTTLEY, City Recorder of Santaquin City, Utah, do hereby certify and declare that the above and foregoing is a true, full, and correct copy of an ordinance passed by the City Council of Santaquin City, Utah, on the 1st day of April 2025, entitled

“AN ORDINANCE AMENDING SANTAQUIN CITY CODE TO REDUCE THE MINIMUM BUIDLING SIZE IN THE MAIN STREET COMMERCIAL AREA (MSC) IN THE MAIN STREET BUSINESS DISTRICTS ZONE, PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER’S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE ORDINANCE.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Santaquin City Utah this 1st day of April 2025.

Amalie R. Ottley
Santaquin City Recorder

(SEAL)

AFFIDAVIT OF POSTING

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, AMALIE R. OTTLEY, City Recorder of Santaquin City, Utah, do hereby certify and declare that prior to the ordinance taking effect, I posted a short summary of the ordinance on the Utah Public Notice Website as required by Utah State Code 10-3-711(1)(b) as a Class A Notice and Santaquin City Code 1-2-050(D)

I further certify that copies of the ordinance were posted online at www.santaquin.gov, at the City Hall Building at 110 S. Center Street 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.

AMALIE R. OTTLEY
Santaquin City Recorder

The foregoing instrument was acknowledged before me on this ____ day of ____ 2025,
by AMALIE R. OTTLEY.
My Commission Expires:



MEMORANDUM
March 27, 2024

To: Santaquin City Mayor and City Council
From: Jason Callaway
RE: **Bucking Chutes**

Mayor and Council,

Tanner and I have been working to obtain quotes for replacing the bucking chutes and updating the pens behind them. As the Santaquin Rodeo continues to grow, modernizing these facilities will enhance the event and benefit both the celebration and the stock contractor.

Funds for this project were approved in the current budget for \$72,000. We have received quotes from both Powder River and Priefert dealers for the necessary equipment. After reviewing the proposals, we recommend selecting Powder River, as they provided the best pricing and appear to be the best fit for our needs.

Total cost for equipment and installation: \$61,492.55

Recommended Motion: Approve the expenditure of \$61,492.55 for the purchase and installation of new bucking chutes and related equipment at the Santaquin City Arena.

POWDER RIVER



485 East 1130 South
 Provo, UT 84606 Phone
 1-800-453-5318-Fax -1-801-377-6927

Customer #: 99000

Dealer: Powder River Bids
 485 East 1130 South
 Provo UT 84606

Attn: Santaquin

Phone: 0

Fax: 0

Subject: _____

Type: PMS NET 30

Quantity	Product Number	Description
1	051-00290	Pro Bucking Chute RH complete
2	051-00310	Pro Bucking Chute RH add complete
1	051-00293	Pro Bucking Chute LH complete
2	051-00313	Pro Bucking Chute LH add complete
1	051-00365	Pro Rodeo Bucking Chute Bowgate
1	051-00390	Pro Rodeo 90 RH
1	051-00395	Pro Rodeo 90 LH
6	051-00400	Pro Rodeo Alley Roll Gate
2	051-00405	Pro Rodeo DBL Alley Roll Gate
8	051-00410	Pro Rodeo 8' Alley Panel 1/2 sheet
1	051-00415	Pro Rodeo 8' Alley Panel sheeted
4	051-00420	Pro Rodeo 4' Alley Panel 1/2 Sheet
2	051-00430	Pro Rodeo Walk Thru RH Bow Gate
2	051-00435	Pro Rodeo Walk Thru LH Bow gate
1	051-00440	Pro Rodeo 8' Runway Bowgate
2	051-00450	Pro Rodeo Catwalk Bracket
2	051-00445	Pro Rodeo 30" Alley Bow
1	018-00500	2500 6' Catwalk Straight
1	012-00011	Loading Ramp 14' Complete

63,992.55

Discount: \$2,500.00

Final Delivered Total: \$61,492.55

Signature



Quotation

2630 South Jefferson Ave • Mount Pleasant, TX 75455
Phone - 903-572-1741 • Fax - 903-572-2798

A-0030207

Sold To: Powder River Rodeo (Rough Stock) Ship To: Powder River Rodeo (Rough Stock)
225 N MUDDY RD 225 N MUDDY RD
RIVERTON, WY 82501-9768 RIVERTON, WY 82501-9768

A-0030207

Phone: 307-856-1465

Bill to: Powder River Rodeo (Rough Stock)
225 N MUDDY RD
RIVERTON, WY 82501-9768

Number: **QT-249733-2**

Date: 2/19/2025
Page: 1 of 1
Sales order:
PO Number: Santaquin Cost
Your ref.:
Our ref.: 00519
Quotation deadline: 3/19/2025
Payment: Net 30 Days
FOB: FOB Origin
Ship Via: TL

Total Weight: 19,170.73

Item Number	Description	Quantity	Unit	Price	Unit	Weight	Amount
BC3LRbe/gy	BUCKING CHUTES 3 LEFT RUBBER	1.00	Pc	22,527.80	Pc	5,058.00	22,527.80
BC3RRbe/gy	BUCKING CHUTES 3 RIGHT RUBBER	1.00	Pc	22,527.80	Pc	5,058.00	22,527.80
BCPSGY	BUCKING CHUTE PLATFORM STAIRS	2.00	Pc	601.52	Pc	200.22	1,203.04
BCSHRGY	BUCKING CHUTE STAIR HAND RAIL	2.00	Pc	121.91	Pc	62.96	243.82
RSAFGY	ALLEY FRAME, ROUGH STOCK	2.00	Pc	306.60	Pc	148.00	613.20
RSAGSGY	ALLEY GATE, RS SWING CMPL.	10.00	Pc	507.35	Pc	1,470.00	5,073.50
RSAWT12GY	WALK THRU 12' RS ARENA	2.00	Pc	692.77	Pc	460.00	1,385.54
RSBG099GY	BOW GATE 9'X9' RS	1.00	Pc	1,094.27	Pc	269.97	1,094.27
RSBG109GY	BOW GATE 10'X9' RS	4.00	Pc	1,105.95	Pc	1,212.00	4,423.80
RSBG129GY	BOW GATE 12'X9' RS	3.00	Pc	1,117.63	Pc	975.00	3,352.89
RSSP05GY	PANEL 5' ROUGH STOCK SHEET	4.00	Pc	335.07	Pc	400.68	1,340.28
RSSP10GY	PANEL 10' ROUGH STOCK SHEET	9.00	Pc	517.57	Pc	1,638.00	4,658.13
RSP017GY	PANEL 1' X 7' ROUGH STOCK	2.00	Pc	167.90	Pc	56.42	335.80
RSP037GY	PANEL 3' X 7' ROUGH STOCK	2.00	Pc	222.65	Pc	60.00	445.30
RSPHGY	PANEL ROUGH STOCK HINGED	2.00	Pc	743.87	Pc	446.48	1,487.74
PLC12	PRIEFERT LOADING CHUTE 12' Loading Chute w/ New Tires! Max unload height 5'	1.00	Pc	4,687.33	Pc	1,655.00	4,687.33

All prices shown in USD.

Sub total:	75,400.24
Freight:	5,000.00
Tax:	0.00
Total:	80,400.24

This Quote does not include shipping cost.

For any questions or inquiries regarding this quote please contact Priefert Manufacturing directly.
You may reach us at 800-527-8616 or by email at direct@priefert.com.
This Quote is good for 30 days and subject to change sooner with written communication.

Item # 13.



MEMORANDUM

To: Mayor & Council
From: Amalie Ottley, City Recorder
Date: March 28, 2025
Subject: Possible Implementation of Fast Cast Voting in Santaquin

Mayor & Council,

Utah County Clerk Aaron Davidson sent an email regarding the possible implementation of Fast Cast Voting for the 2025 municipal elections. The email reads as follows:

During the municipal elections this year, Utah County Elections Division would like to expand Early Voting opportunities by incorporating the Fast Cast Voting method at each municipality that would like to participate. To accomplish this, we would like to give each municipality the option to accept Fast Cast ballots Monday through Thursday the week before election day in their city centers during normal operating hours. Each municipality could elect to have this method available all four days or any portion of the four days, it's your election and you can decide. We are hoping this will increase voter participation and improve the percentage of ballots that are accepted, because these ballots will not be put through the signature verification process and therefore avoid the cure process.

Fast Cast Voting

Fast Cast Voting is a method that was introduced in Utah County last year and works as follows:

1. Utah County Elections mails a ballot out to every active voter.
2. The voter fills out their ballot, puts it in their ballot envelope, seals it, and signs it.
3. The voter returns the ballot to a voting center (which would be your city office), presents their ID, and signs a poll pad.
4. The poll worker stamps their envelope with a designated stamp, signifying that the voter presented their ID and was verified as a valid voter.
5. The ballot is dropped in the ballot box at that voting location.
6. Ballots are picked up, returned to the ballot processing center, verified that the voter did not vote by some other method, opened, and counted.

Since the voter presented ID when the ballot was returned, signature verification does not need to be performed and 100% of the Fast Cast ballots are accepted, opened, and counted with no further verification needed.

In the 2024 General Election, statewide 20,606 signatures were challenged and not cured, that was 1.54% of all ballots cast. In Utah County, 4,693 ballot envelopes were not cured. The Fast Cast Voting method is a safer and more secure method of returning a ballot to be confident that the ballot will be counted without the need for any curing.

Early Voting at City Centers

We would like to propose that Fast Cast Voting be made available at each city center that would like to participate as an Early Voting option and would function as follows:

1. Each city would have two or more employees deputized to work as poll workers.
2. Each city would be provided with a poll pad and training. (The larger cities could request additional poll pads.)



3. Voters would bring in their ballot inside their ballot envelope.
4. The voter would present their ID to verify they are a valid voter.
5. The voter would sign the poll pad.
6. The poll worker would stamp the ballot envelope in a designated area.
7. The voter would place the ballot in the teal-colored canvass ballot bag that we will provide you with.

This process will only be able to accept those ballots that comply with the Fast Cast Voting method. All other voters that attempted to return or cast a ballot that don't comply with the requirements of this method will be directed to the County Elections office for early voting assistance.

Utah County Elections will have teams of two picking up the ballots as needed throughout the week. We will arrange to have the poll pads and remaining ballots picked up or delivered on Thursday evening or Friday morning.

Our intention is to have each city pay for their own employees to perform this task. We could hire and pay your employees as poll workers, but we would then have to incur that cost, gather the charges, and redistribute those charges back to the city through the inter-local agreement charges.

If your city would like to participate in this opportunity, we will need to know as soon as possible so that we can get it into our instructions that we mail to each voter with their ballot and on our website.

After reviewing the email, city staff and legal counsel have concerns regarding the substantial increase of cost, in addition to the already increased cost of the election itself, for the city to implement the fast cast voting. Increased staff time, responsibility, and training both in processing ballots and maintaining chains of custody and extra security measures would be a strain on employees all for unknown outcomes. Finally, re-inserting City staff into the elections process in this manner might counter some benefits of using the County as a neutral third party, especially if there are actual or perceived problems with the election administration. Staff would recommend that the city not participate in the fast cast program, until such a time that Utah County can verify that the results are favorable for municipal elections.

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

**RESOLUTION 04-01-2025-CDA
SANTAQUIN PEAKS ROCKY MOUNTAIN POWER
BACKBONE POWER CONTRACT (PHASE 2)**

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

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

WHEREAS, the Agency has determined that the best interests of the Agency, Santaquin City, and its residents will be served by a contract for Phase 2 of the power services with Rocky Mountain Power to the Santaquin Peaks subdivision.

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

SECTION 1: The Development Backbone Contract Phase 2 between Rocky Mountain Power and the Community Development and Renewal Agency of Santaquin City, a copy of which is attached hereto as Exhibit A, is hereby approved.

SECTION 2: The Board of the Community Development and Renewal Agency of Santaquin City accepts the terms and conditions outlined in said Agreement.

SECTION 3: The Agency Board authorizes Chair Daniel M. Olson to execute all documents necessary to complete the contract.

SECTION 4: This Resolution shall become effective on April 1, 2025.

APPROVED AND ADOPTED THIS 1ST DAY OF APRIL 2025.

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 ___

(UT Dec2023)

Account #:53834208.001
Service ID #:911226711.001

Cody Cook
C/C: 11421
Request #: 7324865
Contract #: _____

DEVELOPMENT BACKBONE CONTRACT
between
ROCKY MOUNTAIN POWER
and
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY

This Development Backbone Contract ("Contract"), dated March 20, 2025 is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **Community Development and Renewal Agency of Santaquin City** ("Customer"), for a commercial **Development Backbone Distribution System** for Customer's development to be known as Santaquin Peaks (the "Development"); located at or near Main Summit Ridge, Santaquin, Utah, for 16 lots within the Development.

Company's filed tariffs (the "Electric Service Schedules") and the rules (the "Electric Service Regulations") of the Utah Public Service Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated into this contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide 7200/12,470 volt, three-phase electric service to said lots within the Development.
2. **Extension Costs.** Rocky Mountain Power estimates the total construction costs of the project are \$931,426.00. Customer is responsible for construction costs (the "Advance") for the improvements (the "Improvements") totaling \$161,033.74. Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00. The portion of the Advance for Improvements within the Development is non-refundable. For the portion of the Advance for Improvements outside the Development, refunds will be treated in accordance with the selected option below. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

 X **Refund Option.** The **balance due is \$161,033.74.** Customer's Advance for Improvements outside the Development is \$67,521.00. If additional customers connect to the Improvements outside the Development within ten (10) years of the date Company is first ready to supply service to the Development, Company will refund 20% of the refundable Customer Advance and TCVR allocable to the **shared** Improvements for four additional applicants. Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.

_____ **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250 and waives Customer's right to line extension refunds and any TCVR refunds should additional customers connect to the Improvements outside the Development.** Accordingly, the **balance due is \$160,783.74.**

3. Customer Obligations. Customer agrees to:

- a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms, or provide legally dedicated Public Utility Easements that meet Company's requirements and are acceptable to Company at its sole discretion. This includes rights-of-way on Customer's property and within Customer's Development and/or third-party property and any permits, fees, etc. required to cross public lands;
- b) Prepare the route to Company's specifications;
- c) Comply, and pay for any costs necessary to comply, with all of Company's tariffs, procedures, specifications and requirements; and,
- d) Repair, or pay for the repair of, any damage to Company's facilities except damage caused by the negligence of Company.

4. Underground Facilities. If service is provided by an underground line extension, Customer will provide all necessary trenching and backfilling, imported backfill material, conduit & duct, and furnish and install all equipment foundations, as designed by Company. Company may abandon in place any underground cables, conduit and equipment foundations that are no longer useful to Company.

Customer also agrees to:

- a) Establish final grade for routing of circuits, placement of transformer vaults, other vaults, junction boxes and other underground facilities as required by Company;
- b) Install and maintain property lines and survey stakes;
- c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
- d) Make no permanent surface improvements, except curb and gutters, before Company completes installation of its facilities.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in Company's Electric Service Requirements Manual, and other specifications as otherwise provided by Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of Company facilities being located outside of a legal right-of-way.

If any change in grade, property lines, or any surface improvements require Company to change its facilities, or causes additional cost to Company, Customer agrees to reimburse Company for such change or cost. The provisions of this paragraph 5 shall survive the termination of this Contract.

5. **Effective.** This Contract will expire unless Customer:
- a) Signs and return an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract; and
 - b) Is ready to receive service within one-hundred fifty (150) days of the Customer signature date at the end of this Contract.

6. **Special Provisions: Customer agrees to limit connected load within the development to a total of 1MW until new substation transformer is installed and energized**

7. **Design, Construction, Ownership and Operation.** Company shall design, construct, install, and operate the Improvements in accordance with Company's standards. Company will own the Improvements, together with Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or Company's other electric utility facilities. Under no circumstances shall Company be liable for other economic losses, including but not limited to consequential damages. Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of Company.

No other party, including Customer, shall have the right to operate or maintain Company's electric utility facilities or the Improvements. Customer shall not have physical access to Company's electric utility facilities or the Improvements and shall engage in no activities on or related to Company's electric utility facilities or the Improvements.

8. **Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.

9. **Assignment.** Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.

10. **Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this

Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

- 11. **Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.
- 12. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
- 13. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY

By _____
signature

NAME (type or print legibly) TITLE

DATE

Customer's Mailing Address for Executed Contract

Norm Beagly
ATTENTION OF
275 W Main St
ADDRESS
Santaquin, Utah 84655
CITY, STATE, ZIP
NBeagley@santaquin.gov
EMAIL ADDRESS

ROCKY MOUNTAIN POWER

By _____
signature
Kevin Staheli Manager
NAME (type or print legibly) TITLE

DATE

Rocky Mountain Power's Mailing Address for Executed Contract

355 W 200 N
ADDRESS
Santaquin, Utah 84655
CITY, STATE, ZIP
cody.cook@pacificorp.com
EMAIL ADDRESS

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

RESOLUTION 04-02-2025-CDA

**ADDENDUM #2 (TWO) TO THE
REAL PROPERTY PURCHASE AGREEMENT BETWEEN THE COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY, AND CC
CALLAWAY, LLC**

This **Addendum #2 (TWO)** to the **REAL PROPERTY PURCHASE AGREEMENT** is made and entered into as of April 01, 2025, by the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”) and **CC CALLAWAY, 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 May 16, 2023 (the “**Purchase Agreement**”), a copy of which is attached hereto as Exhibit A, regarding the purchase and sale of approximately 3.25 acres of real property located within the City of Santaquin, Utah (the “**Property**”), more particularly described in the Purchase Agreement; and

WHEREAS, on April 30, 2024, the Parties entered into an Agreement to Amend the Purchase Agreement (“**Amendment #1**”) to that 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 #2 (Two) to the Real Property Purchase Agreement as follows:

1. Section 2; Buyer’s Property Use and Improvements, Subsection h. is changed to read as follows:

“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, composite molded (i.e. Bufftech Allegheny (formerly Ecostone by Sim Tek)), or a combination thereof, together with a paved portion or mow strip under all fencing.”

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Addendum # 2 (Two) 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: _____, 2025.

DANIEL M. OLSON, Chair

ATTEST:

Amalie R. Ottley, Secretary

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this ____ day of _____, 2025, 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:

CC Callaway, LLC., a Utah corporation

By: _____
President
(Title)

DATE: _____, 2025.

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this ____ day of _____, 2025, personally appeared before me,
Cody Christensen who, after being duly sworn, acknowledged to me that he is authorized
to execute this document and who executed the same.

Notary Public _____