



CITY COUNCIL REGULAR MEETING

Tuesday, May 16, 2023, at 7:00 PM
Court Room/Council Chambers (2nd Floor) and Online
275 W. Main Street, Santaquin, UT 84655

MEETINGS HELD IN PERSON & ONLINE

The public is invited to participate as outlined below:

- **In Person** – Meetings are held on the 2nd floor in the Court Room/Council Chambers at City Hall
 - **YouTube Live** – Public meetings will be shown live on the Santaquin City YouTube Channel, which can be found at <https://bit.ly/2P7ICfQ> or by searching for Santaquin City Channel on YouTube.
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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.](#) 05-02-2023 City Council Work Session Minutes
- [2.](#) 05-02-2023 City Council Meeting Minutes

Bills

- [3.](#) City Expenditures from 04/29/2023 to 05/12/2023 in the amount of \$1,485,234.78

PUBLIC FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS

Public Forum

FORMAL PUBLIC HEARING

BUILDING PERMIT & BUSINESS LICENSE REPORT

NEW BUSINESS

Resolutions

- [4.](#) Resolution 05-04-2023 - Griffin Deferral Agreement
- [5.](#) Resolution 05-07-2023 - Cooperative Agreement with UDOT for Main Street Reconstruction & Widening (Partial Funding)

Discussion & Possible Action

- [6.](#) Discussion & Possible Action: Application for and Proposed Use of Utah County Municipal Grant Funding
- [7.](#) Discussion & Possible Action: Prospector View Park Bike Skills Park Design Contract Award
- [8.](#) Discussion & Possible Action: Skate Park Preliminary Design Contract Award
- [9.](#) Discussion & Possible Action: Approval for Pump, VFD, & Motor Purchase for Increased Pumping Capacity for Reclaimed Water into the City's Pressurized Irrigation System (Impact Fee Eligible)
- [10.](#) Discussion & Possible Action: Approval of the Santaquin Peaks Subdivision Preliminary Plan

Ordinances

- [11.](#) Ordinance 05-04-2023 - Shayne Ahlin Property Rezone
- [12.](#) Ordinance 05-05-2023 - Transfer of Real Property from Santaquin City to the Community Development & Renewal Agency of Santaquin City (CDRA)

CONVENE OF THE SANTAQUIN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

- [13.](#) Resolution 05-02-2023 CDA - Acceptance of Property from Santaquin City to the Community Development and Renewal Agency of Santaquin City
- [14.](#) Resolution 05-03-2023 CDA - Sale of Real Property

RECONVENE OF THE REGULAR CITY COUNCIL MEETING

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

REPORTS BY MAYOR AND COUNCIL MEMBERS

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

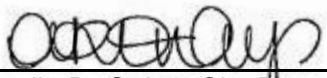
EXECUTIVE SESSION (May be called to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property)

ADJOURNMENT

CERTIFICATE OF MAILING/POSTING

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

BY:



Amalie R. Ottley, City Recorder



CITY COUNCIL WORK SESSION MEETING

Tuesday, May 2nd, 2023 at 5:30 PM
Court Room/Council Chambers (2nd floor) and Online

MINUTES

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

ROLL CALL

Councilors present included Councilors Adcock, Hathaway, Mecham, Montoya, and Siddoway.

Others present included Deputy City Recorder Camille Moffat, City Manager Norm Beagley, Assistant City Manager Jason Bond, Legal Counsel Brett Rich, Finance Director Shannon Hoffman, Community Services Director John Bradley.

Various members of the public attended the meeting.

PLEDGE OF ALLEGIANCE

City Manager Norm Beagley led the Pledge of Allegiance.

INVOCATION/INSPIRATIONAL THOUGHT

Councilor Lynn Mecham offered an invocation.

DISCUSSION ITEMS

1. Local Water Update & Report

Mayor Olson and Manager Beagley addressed the current water runoff from Santaquin and Pole Canyons. Mayor Olson stated priority areas are being monitored daily. Mayor Olson recognized Santaquin City staff and Summit Creek Irrigation Company for their efforts to control the water and manage reservoirs as water continues to come down the canyons. Manager Beagley echoed Mayor Olson's appreciation for residents, staff, and Summit Creek Irrigation for the work put in during the past weeks to make sandbags and clean waterways. Manager Beagley used graphs to illustrate that 33% of the water in the canyon has come down and has been managed successfully in watershed areas. Manager Beagley indicated that systems are in place to handle water runoff in many areas of the city. Councilor Montoya commented that she has travelled throughout the city to look at flows and was grateful for the systems performing as intended. Mayor Olson and Manager Beagley stated that the fluctuations in weather and temperature have been conducive to being able to handle the runoff effectively. Councilor Mecham pointed out that as a State, we are grateful for the water, adding that we are fully capable, with current technology, of handling heavy flows. Councilor Hathaway complimented the efforts of the city and Summit Creek Irrigation Company for the work to keep channels clear to get water through.

2. Upcoming Agenda Items

City staff and council members addressed the upcoming agenda items for the Regular City Council meeting. Mayor Olson and Manager Beagley discussed the surplus of the ambulance. Mayor Olson asked if Goshen might be interested in it. Manager Beagley indicated that the ambulance will be open to agency bids prior to being opened to bids from the public. Manager Beagley and members of the City Council discussed the Sewer Master Plan and upcoming improvements with the proposed changes to Sewer Impact Fees. Councilor Hathaway inquired how pipe size will be determined in future growth areas for sewer lift stations. Manager Beagley discussed how modeling for specific scenarios are identified in the Sewer Master Plan and how those watch areas/segments are tracked during growth. Assistant Manager Bond presented the upcoming Orchards Development Agreement Amendment. Councilor Adcock inquired about the size and height of the proposed new buildings. Councilor Montoya expressed her concern for the number of units that are proposed for one building. Councilor Siddoway pointed out that the new layout of the development provides for more open space. Manager Beagley addressed the approval needed for the Municipal Wastewater Planning Program that is reported bi-annually. Assistant Manager Bond addressed the proposed Griffin Deferral Agreement and Employee Policies and updates. Councilor Hathaway clarified which employees would fall under the "Safety Sensitive" positions that would not qualify or be allowed for the use of medical marijuana in the workplace. Councilor Montoya and Assistant Manager Bond discussed if the city could require an employee to disclose the use of medical marijuana under HIPAA guidelines. Assistant Manager Bond addressed the proposed amendment to the commercial driveway access widths, increasing the current 40-foot maximum allowable exception to 50-feet. Councilor Adcock inquired about a specific applicant's ability to meet access requirements in the code. Lastly, Manager Beagley addressed the proposed resolutions for the adoption of the tentative budget for Santaquin City and its respective boards.

ADJOURNMENT

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

Councilor Adcock	Yes
Councilor Hathaway	Yes
Councilor Mecham	Yes
Councilor Montoya	Yes
Councilor Siddoway	Yes

Motion passed unanimously in the affirmative. The meeting was adjourned at 6:27 p.m.

ATTEST:

Daniel M. Olson, Mayor

Amalie R. Ottley, City Recorder



CITY COUNCIL REGULAR MEETING

Tuesday, May 2nd at 7:00 PM

Court Room/Council Chambers (2nd floor) and Online

MINUTES

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

ROLL CALL

Councilors present included Councilors Adcock, Hathaway, Mecham, Montoya, and Siddoway.

Others present included Deputy City Recorder Camille Moffat, City Manager Norm Beagley, Assistant City Manager Jason Bond, Legal Counsel Brett Rich, Community Services Director John Bradley, Finance Director Shannon Hoffman.

Various members of the public attended the meeting.

PLEDGE OF ALLEGIANCE

Councilor Montoya led the Pledge of Allegiance.

INVOCATION/INSPIRATIONAL THOUGHT

Councilor Adcock offered an inspirational thought.

DECLARATION OF POTENTIAL CONFLICTS OF INTEREST

No council members declared any conflicts of interest.

CONSENT AGENDA (MINUTES, BILLS, ITEMS)

1. 04-04-2023 City Council Work Session Minutes
2. 04-04-2023 City Council Meeting Minutes
3. 04-18-2023 City Council Work Session Minutes
4. 04-18-2023 City Council Meeting Minutes
5. City Expenditures from 04-15-2023 to 04-28-2023 in the amount of \$859,383.53.
6. Police Department Out of State Training Request
7. Resolution 05-01-2023 – Surplus Items

Councilor Mecham motioned to approve the Consent Agenda items 1 through 7. Councilor Hathaway seconded the motion.

Councilor Adcock	Yes
Councilor Hathaway	Yes
Councilor Mecham	Yes
Councilor Montoya	Yes
Councilor Siddoway	Yes

The vote was unanimously approved.

RECOGNITIONS

8. Adam McMurray was recognized as Volunteer of the Month. Cauleen Olson read the following statement,

"Our May 2023 Volunteer of the Month is Adam McMurray. Adam has been helping build our new Prospectors Park and Trail system. When asked why he has been willing to donate time and equipment, he said, "It's been a dream being able to help create something that will be used for generations to come. I am so grateful I've had the ability to do it." When Adam was younger, he raced mountain bikes for a time, adding to his love of mountain biking and this new trail.

Mayor Olson recognizes how much Adam has done to further this project and appreciates his willingness to continue with the construction process. He stated, "Adam brings his family up as he donates time and is a big part of the success in building this bike park. He is humble and willing to help at the drop of a hat. He is just a great man."

Adam grew up in and around Santaquin and graduated from Payson High. He and his wife, Bethanie, have lived in Santaquin for the past ten years and they are raising their two children, Landon and MaKenzie in our community. In his free time, Adam enjoys exploring and going on adventures with his family. They enjoy riding mountain bikes together as well.

Thank you, Adam, for your willingness to help complete this park and trail. Your volunteer spirit has made a difference in our community."

Adam thanked the mayor and council for working on making trails and parks in the canyon a reality.

9. Community Services Director John Bradley attended the meeting to present the Healthy Utah Community Designation and Award to the City Council. He explained that Healthy Utah is a non-profit organization dedicated to improving healthy eating and active lifestyles in Utah. Healthy Utah works with schools, workplaces, healthcare, and community leaders to instill change and provide better opportunities for health. Director Bradley pointed out the many opportunities that Santaquin provides to citizens to promote health and wellness.

PUBLIC FORUM

Eileen Miller from the Utah Valley Home Builders Association addressed members of the public and City Council in the Public Forum. She expressed her appreciation to the city and to City Manager Norm Beagley for the work put into the adoption and update of the Sanitary Sewer Master Plan, Impact Fee Facility Plan, and Impact Fee Analysis.

Daniel Bolz addressed a letter that he submitted to members of the City Council last week (see attached letter). Mr. Bolz expressed his concern with freeway noise in the community and exhibited ways that

noise can be mitigated. Mayor Olson informed Mr. Bolz that he has personally spoken with UDOT and indicated that the expense for a project would not be a high priority for UDOT or the city. Manager Beagley added that engine breaks have been addressed with UDOT many times to no avail. Mayor Olson stated that he will continue to talk to UDOT about freeway noise, especially engine breaks, and expressed his appreciation to Mr. Bolz for his willingness to attend a meeting in person to express concerns.

BUILDING PERMIT & BUSINESS LICENSE REPORT

Assistant Manager Bond presented the Building Permit Report. 52 residential units have been issued building permits in the current calendar year. Two new commercial spaces have been issued a permit. In comparison, 156 single and multi-family residential units have been built in the current fiscal year. (July 2022 – June 2023) 5 new business licenses were issued in the last two weeks.

NEW BUSINESS

10. Ordinance 05-01-2023 – Adoption of the updated Santaquin City Sanitary Sewer Master Plan, Impact Fee Facility Plan (IFFP), and Impact Fee Analysis (IFA).

Mayor Olson introduced the Santaquin City Sanitary Sewer Master Plan that was detailed in the last City Council Work Session by JUB Engineers. Manager Beagley added that growth for the next ten years is anticipated in the Sewer Master Plan, Impact Fee Facility Plan, and Impact Fee Analysis. Mayor Olson and Manager Beagley addressed the increase in impact fees for new home builds that will support the infrastructure and new growth. They both reiterated that the increased impact fee is for new home builds and not existing homes in the community.

Councilor Adcock motioned to approved Ordinance 05-01-2023 – Adoption of the updated Santaquin City Sanitary Sewer Master Plan, Impact Fee Facility Plan (IFFP), and Impact Fee Analysis (IFA). Councilor Siddoway seconded the motion.

Councilor Adcock	Yes
Councilor Hathaway	Yes
Councilor Mecham	Yes
Councilor Montoya	Yes
Councilor Siddoway	Yes

The vote was unanimously approved.

11. Resolution 05-02-2023 – Orchards Development Agreement Amendment

Assistant Manager Bond introduced the proposed amendment to the existing Orchards Development Agreement in which the layout of the buildings would be modified, reducing the number of town homes, and consolidating the apartment buildings from five in number to two. In addition to the consolidation of the apartment buildings, open space has increased, and amenities have been added.

Aaron Jensen attended the meeting as the applicant.

Councilor Montoya inquired about the total open space difference between the original agreement and the new proposed agreement. Mr. Jensen indicated that there is an increase in open space in the plans

but couldn't speak to the exact square footage. City staff showed on the plans where there is better use of the open space and addition in amenities, such as pickleball courts.

Councilor Mecham motioned to approve Resolution 05-02-2023 Orchards Development Agreement Amendment. Councilor Siddoway seconded the motion.

Councilor Adcock	Yes
Councilor Hathaway	Yes
Councilor Mecham	Yes
Councilor Montoya	No
Councilor Siddoway	Yes

12. Resolution 05-03-2023 – Municipal Wastewater Planning Program Report

Councilor Mecham motioned to approve Resolution 05-03-2023 Municipal Wastewater Planning Program Report. Councilor Hathaway seconded the motion.

Councilor Adcock	Yes
Councilor Hathaway	Yes
Councilor Mecham	Yes
Councilor Montoya	Yes
Councilor Siddoway	Yes

The vote was unanimously approved.

13. Resolution 05-04-2023 – Griffin Deferral Agreement

The applicant, Andrew Griffin, attended the meeting. He expressed his concern with the deferral agreement as written and requested an amendment to the city code that requires property owners to bear the cost of improvements such as sidewalks, gutters, and storm drains when properties go through the subdivision process. He stated that the cost for improving the proposed subdivision is currently quoted at \$96,720 and is an undue hardship to him as a property owner. He added that the costs of developing the lots is equivalent to their worth in today's market. He asked that the improvement costs be waived.

Councilor Adcock spoke to the options he had during the process of subdividing his own lot. He addressed the reasoning behind deferring the installation of his responsibility and portion of improvements, such as storm drain, until such a time that the city will work with homeowners in the core area of town to install a system that will work cohesively and effectively.

Mayor Olson addressed the need for property owners in the core area of town to support the cost of improvements in that area whether immediately in the subdivision process or later by written deferral agreement. He added residents in other newer areas of Santaquin have paid for their own improvements through the development process.

Manager Beagley asked for clarification from the applicant whether he was asking for an amendment to the deferral agreement or if he was asking for an exception to the city code. Mr. Griffin indicated that

he's asking for an exception, stating his concerns about owing the city a high amount of money for improvements down the road. Manager Beagley explained to the applicant the options that he and the City Council had to either table or approve the deferral agreement at the current meeting. Manager Beagley added that costs for subdivision improvements are mandated by the city code as dictated by previous councils over the years because of the significant cost to develop residential lots. He continued by saying the city may not have a choice in storm water plans in the future as determined by the Environmental Protection Agency (EPA). He pointed out that by signing the deferral agreement, the applicant is taking responsibility for the costs of improvements when it's time to do so. Mayor Olson and Assistant Manager Bond discussed the estimated amount of development now versus the possibility that it might be higher in the future and the need for developers to pay the costs for their own development. The applicant and staff discussed at length the options moving forward. The applicant requested that the topic be tabled so that he can weigh the cost of the improvements versus the value of the lot(s).

Councilor Adcock motioned to table Resolution 05-04-2023 – Griffin Deferral Agreement. Councilor Mecham seconded the motion.

Councilor Adcock	Yes
Councilor Hathaway	Yes
Councilor Mecham	Yes
Councilor Montoya	Yes
Councilor Siddoway	Yes

The vote was unanimously approved. Resolution 05-04-2023 – Griffin Deferral Agreement was tabled.

Marc Bing attended the meeting and asked what the process was for payment on an approved deferral agreement with the city. Marc Bing is going through a similar subdivision process on a lot that he owns. Manager Beagley indicated that any deferral agreement or Waiver of Protest acts as a placeholder until improvements (i.e. sewer, gutter, sidewalk) are made, at which time the cost of the improvements would be owed to the city. Staff and Mr. Bing discussed the division of the cost for future improvements city-wide for projects in the core part of town.

14. Resolution 05-05-2023 – Employee Policies and Procedures Handbook Updates

Assistant Manager Bond presented proposed changes to the Employee Policies and Procedures Handbook, namely the drug & marijuana use policy and bereavement leave policy. He added that a comprehensive review was conducted of the handbook to make sure legislative updates were included.

Councilor Montoya motioned to approve Resolution 05-05-2023 – Employee Policies and Procedures Handbook Updates. Councilor Hathaway seconded the motion.

Councilor Adcock	Yes
Councilor Hathaway	Yes
Councilor Mecham	Yes
Councilor Montoya	Yes
Councilor Siddoway	Yes

The vote was unanimously approved.

15. Ordinance 05-02-2023 - Repeal of Drug Policy in Santaquin City Code (Title 1, Chapter 24, Part 150)

Councilor Mecham motioned to approve Ordinance 05-02-2023 - Repeal of Drug Policy in Santaquin City Code (Title 1, Chapter 24, Part 150). Councilor Siddoway seconded the motion.

Councilor Adcock	Yes
Councilor Hathaway	Yes
Councilor Mecham	Yes
Councilor Montoya	Yes
Councilor Siddoway	Yes

The vote was unanimously approved.

16. Ordinance 05-03-2023 - Motor Vehicle Access Width Code Amendment

Mayor Olson presented the amendment to the code allowing a 50-foot-wide drive access to commercial spaces to be approved on a case-by-case basis by the Development Review Committee (DRC.)

Councilor Adcock expressed his concern that the applicant in this circumstance be aware of the 30-foot barrier code requirement between driveways. Councilor Hathaway added that he appreciated the expansion of the driveway widths, stating it's easier to pull trailers through rather than try to back the, up.

Councilor Mecham motioned to approve Ordinance 05-03-2023 - Motor Vehicle Access Width Code Amendment. Councilor Hathaway seconded the motion.

Councilor Adcock	Yes
Councilor Hathaway	Yes
Councilor Mecham	Yes
Councilor Montoya	Yes
Councilor Siddoway	Yes

The vote was unanimously approved.

17. Resolution 05-06-2023 - Adoption of the Santaquin City FY 2023-2024 Tentative Budget

Mayor Olson presented the proposed resolution adopting the Santaquin City FY 2023-2024 Tentative Budget. He expressed his appreciation to Finance Director Shannon Hoffman and City Manager Norm Beagley for their year-round work on the budget and all that it entails.

Councilor Montoya requested a 5-minute break. Mayor Olson approved the break and recessed the meeting.

Manager Beagley and Councilor Montoya commended Director Hoffman for her efforts in managing the budget and city finances over the last year and for the work she put into obtaining her Certified Public Administrator endorsement (CPA). Manager Beagley offered a presentation to the City Council detailing

the expenditures and revenues for the city (see attached). Mayor Olson and Manager Beagley addressed the mill levy rate by year set by Utah County and State of Utah and decline therein. Manager Beagley discussed property taxes and anticipated increase in revenues from a proposed tax increase. Manager Beagley addressed expenditures for items included in the budget such as personnel, vehicles, equipment, Capital Projects & Initiatives, and employee wages.

Councilor Montoya motioned to approve Resolution 05-06-2023 - Adoption of the Santaquin City FY 2023-2024 Tentative Budget. Councilor Mecham seconded the motion.

Councilor Adcock	Yes
Councilor Hathaway	Yes
Councilor Mecham	Yes
Councilor Montoya	Yes
Councilor Siddoway	Yes

The vote was unanimously approved.

18. Motion made by Councilor Mecham to enter into a Community Development & Renewal Agency for Santaquin City meeting. Motion seconded by Councilor Hathaway.

Councilor Adcock	Yes
Councilor Hathaway	Yes
Councilor Mecham	Yes
Councilor Montoya	Yes
Councilor Siddoway	Yes

The vote was unanimously approved.

Meeting convened at 9:06 PM

City Manager Beagley briefly addressed anticipated property sales and transfer agreements for properties in the Industrial Zone as designated in the CDRA budget.

Motion made by Board Member Montoya to approve Resolution 05-01-2023 CDA Adoption of the Community Development & Renewal Agency Tentative Budget for FY 2023-2024. Motion seconded by Board Member Mecham.

Board Member Adcock	Yes
Board Member Hathaway	Yes
Board Member Mecham	Yes
Board Member Montoya	Yes
Board Member Siddoway	Yes

The vote was unanimously approved.

Motion made by Board Member Montoya to end the Community Development and Renewal Agency of Santaquin City meeting and reconvene the Regular City Council meeting. Motion seconded by Board Member Siddoway.

Board Member Adcock	Yes
Board Member Hathaway	Yes
Board Member Mecham	Yes
Board Member Montoya	Yes
Board Member Siddoway	Yes

The vote was unanimously approved.

CDRA Meeting closed at 9:09 PM

Regular City Council meeting reconvened at 9:09 PM

19. Motion made by Councilor Mecham to enter into a Santaquin Local Building Authority. Motion seconded by Councilor Montoya.

Councilor Adcock	Yes
Councilor Hathaway	Yes
Councilor Mecham	Yes
Councilor Montoya	Yes
Councilor Siddoway	Yes

The vote was unanimously approved.

Meeting convened at 9:11 PM

City Manager Beagley briefly addressed the debt payment of the City's Public Works Building designated in the Local Building Authority's budget.

Motion made by Board Member Montoya to approve Resolution 05-01-2023 LBA Adoption of the Santaquin Local Building Authority Tentative Budget for FY 2023-2024. Motion seconded by Board Member Hathaway.

Board Member Adcock	Yes
Board Member Hathaway	Yes
Board Member Mecham	Yes
Board Member Montoya	Yes
Board Member Siddoway	Yes

The vote was unanimously approved.

Motion made by Board Member Siddoway to end the Santaquin Local Building Authority and reconvene the Regular City Council meeting. Motion seconded by Board Member Mecham.

Board Member Adcock	Yes
Board Member Hathaway	Yes
Board Member Mecham	Yes
Board Member Montoya	Yes
Board Member Siddoway	Yes

The vote was unanimously approved.

LBA Meeting closed at 9:12 PM

Regular City Council meeting reconvened at 9:13 PM

20. Motion made by Councilor Montoya to enter into a Santaquin Special Service District. Motion seconded by Councilor Mecham.

Councilor Adcock	Yes
Councilor Hathaway	Yes
Councilor Mecham	Yes
Councilor Montoya	Yes
Councilor Siddoway	Yes

The vote was unanimously approved.

Meeting convened at 9:14 PM

City Manager Beagley briefly addressed the payment and movement of water shares owned by the city as designated by the Special Service (aka Water) District.

Motion made by Board Member Adcock to approve Resolution 05-01-2023 SSD Adoption of the Santaquin Special Service District Tentative Budget for FY 2023-2024. Motion seconded by Board Member Montoya.

Board Member Adcock	Yes
Board Member Hathaway	Yes
Board Member Mecham	Yes
Board Member Montoya	Yes
Board Member Siddoway	Yes

The vote was unanimously approved.

Motion made by Board Member Montoya to end the Santaquin Special Service District and reconvene the Regular City Council meeting. Motion seconded by Board Member Hathaway.

Board Member Adcock	Yes
Board Member Hathaway	Yes

Board Member Mecham	Yes
Board Member Montoya	Yes
Board Member Siddoway	Yes

The vote was unanimously approved.

SSD Meeting closed at 9:15 PM

Regular City Council meeting reconvened at 9:15 PM

STAFF, COUNCIL, AND MAYOR REPORTS

Manager Beagley encouraged members of the public to review the night's City Council Work Session meeting to obtain information about the current water runoff situation. He added that the campaign to notify residents of the proposed Truth in Taxation & Property Tax Increase has kicked off and information is being distributed to the community as much as possible. Councilor Adcock inquired about the color banner on the website and corresponding level on the Emergency Matrix. Councilor Hathaway inquired about city code requirements for water shares and/or rights. He and Manager Beagley discussed development agreements wherein lie requirements for use of water on that land.

Councilor Hathaway spoke of the upcoming Mount Nebo Water and SUVMWA Meetings that he will attend. He also addressed a meeting with Director Bradley about the upcoming Orchard Days celebration. He added that he has come up with a concept plan for a proposed Skate Park needed in order to approach funding possibilities.

Councilor Mecham touched base with the Police Department and discussed with them staffing and work increase in code enforcement. He added that in speaking with the director of the Payson & Santaquin Area Chamber of Commerce he is impressed with the support being provided to local businesses. Lastly, he stated he is still working and waiting for funding for the library.

Councilor Siddoway reminded council members and community members of the upcoming City's Art Festival. He spoke about his communications with UTA attempting to get more stops in the city. Assistant Manager Bond added that they have met with UTA and they understand the city's need for more stops.

Councilor Adcock expressed his appreciation to the Public Works department and their work to keep the water contained. He stated he enjoys working with both city staff and the other council members.

Councilor Montoya expressed her excitement for the Healthy Utah designation. She also expressed her appreciation to staff for their years-long work in putting roads through in the city. She spoke of the activities held by the Youth City Council adding that they will help with the upcoming Memorial Day Breakfast. She stated two members of the Youth City Council will be awarded scholarships. Councilor Montoya spoke about Library Director Jen Wagner's recent award of a \$27,000 Digital Equity Grant and an additional \$25,000 awarded to the Library through an Ashgrove Grant received by Director John Bradley. A grant was also submitted for a concept design to update the Chieftain Museum and Councilor Montoya and Director Bradley are awaiting those results. She reminded members of the community about the ongoing Payson Junior High School art program display at the Chieftain Museum. She added

that the mayor is working on a display that will be added to the museum teaching children about the flow of water in a pipeline system. She expressed her gratitude for the parks and soccer fields being filled with the good weather. Lastly, she expressed her gratitude to Director Callaway and his crew for cleaning debris in areas of town.

Mayor Olson addressed meetings he has had with the Bike Trails Committee to discuss where trails can be added in the canyon. He spoke about meeting he will have to discuss opening more trails in Kester's Grove along Ted Ahlin park. He added that requests for proposals to open the canyon will begin in mid-May and will be awarded in mid-June. Mayor Olson stated he has been asked to speak at the Move Utah Summit put on by MAG and the Department of Transportation and asked council members to provide him with any input they may have for the Healthy Utah program.

ADJOURNMENT

Councilor Mecham motioned to adjourn the meeting. Councilor Siddoway seconded the motion.

Councilor Adcock	Yes
Councilor Hathaway	Yes
Councilor Mecham	Yes
Councilor Montoya	Yes
Councilor Siddoway	Yes

The City Council Meeting was adjourned at 9:44 p.m.

ATTEST:

Daniel M. Olson, Mayor

Amalie R. Ottley, City Recorder

SANTAQUIN CITY CORPORATION
Check Register
All Bank Accounts - 04/29/2023 to 05/12/2023

Payee Name	Payment Date	Amount	Description	Ledger Account
ACE RENTS INC.	5/5/2023	\$3,542.50	Forklift rental for sandbag pallets	7657246-001 - EMERGENCY MANAGEMENT - FLOOD MITIGATION
ADT SECURITY SERVICES, INC	5/11/2023	\$204.09	Museum Alarm	1051300 - BUILDINGS & GROUND MAINTENANCE
APPARATUS EQUIPMENT & SERVICE, INC (HAIX)	5/11/2023	\$12,066.16	Turn out Replacement	7657741 - FIRE - PPE ROTATION
APPLICANTPRO	5/11/2023	\$230.00	New Hire Software - June 2023	4340500 - SOFTWARE EXPENSE
AT&T MOBILITY	5/5/2023	\$219.99	Cell phone and tablet bill	7657280 - TELEPHONE
AUTHORIZE.NET	5/2/2023	\$40.00	Gateway Fee for Credit Card Transcations - April 2023	6740650 - CREDIT CARD FEES
AVALOS, MARIA	5/11/2023	\$125.00	Bail Refund	1022430 - COURT FINES AND FORFEITURES
BARBER METALS	5/5/2023	\$744.00	Metal for fence ramps	4140828 - PROSPECTOR VIEW PARK
BARNES ELECTRICAL SERVICE TECH	5/11/2023	\$685.10	Electrical box for upper tank	5140240 - SUPPLIES
BIRRELL BOTTLING COMPANY	5/11/2023	\$1,175.11	Pepsi Fountain Drink Machine monthly invoice approved by Hattie	6140484 - SNACK SHACK FOOD
BLUE STAKES OF UTAH 811	5/11/2023	\$69.90	Bluestake fees	5140210 - BOOKS, SUBSCRIPTIONS & MEMBERS
BLUE STAKES OF UTAH 811	5/11/2023	\$69.90	Bluestake fees	5240210 - BOOKS, SUBSCRIPT, MEMBERSHIPS
BLUE STAKES OF UTAH 811	5/11/2023	\$69.90	Bluestake fees	5440210 - BOOKS, SUBSCRIPTIONS & MEMBERS
		\$209.70		
BLUELINE BACKGROUND SCREEN	5/11/2023	\$282.00	Pre- Employment Drug Testing	1043310 - PROFESSIONAL & TECHNICAL
BRADSHAW, MCKINZIE	5/5/2023	\$14.47	Fedex Packaging for bodycam return	1054240 - SUPPLIES
BRIMHALL, ELI ZAIN	5/11/2023	\$0.28	Correction with wrong interest rate in Court System CORIS	1035110 - COURT FINES
CARQUEST AUTO PARTS STORES	5/11/2023	\$147.39	Mower repair	1070250 - EQUIPMENT MAINTENANCE
CHEMTECH-FORD, INC	5/11/2023	\$159.00	Water testing	5140310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	5/11/2023	\$150.00	Water testing	5140310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	5/11/2023	\$105.00	Effluent testing	5240310 - PROFESSIONAL & TECHNICAL SVCS
CHEMTECH-FORD, INC	5/11/2023	\$150.00	Water testing	5140310 - PROFESSIONAL & TECHNICAL SVCS
		\$564.00		
CHILD SUPPORT SERVICES/ORS	5/12/2023	\$255.46	Garnishment - Child Support	1022420 - GARNISHMENTS
CIVICPLUS, LLC	5/11/2023	\$6,320.00	Annual Meeting Management Subscription	4340115 - MUNICODE
COLONIAL LIFE &	5/1/2023	\$427.95	Supplemental Life Insurance - April 2023	1022505 - SUPPLEMENTAL
COLONIAL LIFE &	5/1/2023	\$427.95	Supplemental Life Insurance - May 2023	1022505 - SUPPLEMENTAL
		\$855.90		
CORPORATE TRADITIONS	5/11/2023	\$140.00	Gift Cards for Admin Professionals Day	1043480 - EMPLOYEE RECOGNITIONS
CORPORATE TRADITIONS	5/11/2023	\$90.00	Gift Cards for May Birthdays	1043480 - EMPLOYEE RECOGNITIONS
		\$230.00		
CYBER SERVE	5/2/2023	\$171.07	Credit Card Transaction Fees - April 2023	6740650 - CREDIT CARD FEES
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	5/1/2023	\$116.74	MARCH FUEL - ENGINEERING	1048260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	5/1/2023	\$158.74	MARCH FUEL - ADMINISTRATION	1043260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	5/1/2023	\$183.19	MARCH FUEL - COMMUNITY SERVICES	6740260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	5/1/2023	\$313.54	MARCH FUEL - INSPECTIONS	1068260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	5/1/2023	\$498.52	MARCH FUEL - CEMETERY	1077260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	5/1/2023	\$498.52	MARCH FUEL - PARKS	1070260 - FUEL

DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	5/1/2023	\$498.52	MARCH FUEL - SEWER	5240260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	5/1/2023	\$498.52	MARCH FUEL - STREETS	1060260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	5/1/2023	\$498.52	MARCH FUEL - WATER	5140260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	5/1/2023	\$1,488.91	MARCH FUEL - FIRE	7657260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	5/1/2023	\$5,656.48	MARCH FUEL - POLICE	1054260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	5/11/2023	\$87.99	ENGINEERING	1048260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	5/11/2023	\$176.01	ADMINISTRATION	1043260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	5/11/2023	\$182.69	INSPECTIONS	1068260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	5/11/2023	\$207.68	COMMUNITY SERVICES	6740260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	5/11/2023	\$465.03	P/I - ROADS	1060260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	5/11/2023	\$465.03	P/I - SEWER	5240260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	5/11/2023	\$465.03	P/I - WATER	5140260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	5/11/2023	\$465.03	P/I/ - CEMETERY	1077260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	5/11/2023	\$465.04	P/I - PARKS	1070260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	5/11/2023	\$1,512.12	FIRE	7657260 - FUEL
DEPT OF GOVERNMENT OPERATIONS-FUEL NETWORK	5/11/2023	\$4,882.81	POLICE	1054260 - FUEL
		\$19,784.66		
DOMINION ENERGY INC.	5/5/2023	\$33.10	1215 N CENTER STREET	5240500 - WRF - UTILITIES
DOMINION ENERGY INC.	5/5/2023	\$164.23	98 S CENTER STREET	1051270 - UTILITIES
DOMINION ENERGY INC.	5/5/2023	\$238.48	200 S 400 W	1051270 - UTILITIES
DOMINION ENERGY INC.	5/5/2023	\$572.15	275 W MAIN STREET	1051270 - UTILITIES
DOMINION ENERGY INC.	5/5/2023	\$610.73	55 W 100 S	1051270 - UTILITIES
DOMINION ENERGY INC.	5/5/2023	\$706.04	45 W 100 S	1051270 - UTILITIES
DOMINION ENERGY INC.	5/5/2023	\$1,046.54	1205 N CENTER STREET	1051270 - UTILITIES
		\$3,371.27		
EFTPS	5/3/2023	\$5,529.60	Medicare Tax	1022210 - FICA PAYABLE
EFTPS	5/3/2023	\$13,482.78	Federal Income Tax	1022220 - FEDERAL WITHHOLDING PAYABLE
EFTPS	5/3/2023	\$23,643.34	Social Security Tax	1022210 - FICA PAYABLE
		\$42,655.72		
ELLSWORTH PAULSEN CONSTRUCTION COMPANY	5/11/2023	\$531,782.61	Ellsworth Paulsen Progress Payment for New City Hall	4140704 - NEW CITY HALL
EPIC ENGINEERING	5/11/2023	\$325.00	Epic Engineering density testing for Orchards Hills Phase 2	1022450-531 - (INSP)[Phase 2]ORCHARDS HILLS TOWNHOMES
EPIC ENGINEERING	5/11/2023	\$1,643.00	Epic Engineering density testing for Santaquin Estates	1022450-633 - (INSP)santaquin Estates
EPIC ENGINEERING	5/11/2023	\$1,436.00	Epic Engineering density testing for Green Hollow Subdivision	1022450-668 - (INSP) Green Hollow
EPIC ENGINEERING	5/11/2023	\$805.00	Epic Engineering density testing for Foothill Village Plat 5	1022450-575 - (INSP)[Plat S]FOOTHILL VILLAGE
EPIC ENGINEERING	5/11/2023	\$1,030.50	Epic Engineering density testing for Foothill Village Plat 1	1022450-577 - (INSP)[Plat T]FOOTHILL VILLAGE
EPIC ENGINEERING	5/11/2023	\$1,172.00	Epic Engineering density testing for Vista's West Phase 4	1022450-719 - (INSP)Vistas West Phase 4
EPIC ENGINEERING	5/11/2023	\$1,850.50	Epic Engineering density testing for Vista's West Phase 5	1022450-721 - (INSP)Vistas West Phase 5
EPIC ENGINEERING	5/11/2023	\$2,381.50	Epic Engineering density testing for Summit Ridge Towns Plat E	1022450-746 - (INSP)[Plat E]SR Towns
EPIC ENGINEERING	5/11/2023	\$53.00	Epic Engineering testing for 139 N 200 East road cut	1022450-733 - (WNTY)139 N 200 E -Utilities
EPIC ENGINEERING	5/11/2023	\$891.00	Epic Engineering testing for Greenhollow	1022450-668 - (INSP) Green Hollow
EPIC ENGINEERING	5/11/2023	\$2,892.00	Epic Engineering testing for Foothill Village Plat 1	1022450-577 - (INSP)[Plat T]FOOTHILL VILLAGE
EPIC ENGINEERING	5/11/2023	\$1,838.00	Epic Engineering testing for Summit Ridge Towns Plat E	1022450-746 - (INSP)[Plat E]SR Towns
EPIC ENGINEERING	5/11/2023	\$4,131.00	Epic Engineering density testing for The Hills Plat E	1022450-736 - (INSP)[Phase E] The Hills
EPIC ENGINEERING	5/11/2023	\$5,159.20	Epic Engineering Testing for Summit Ridge PI tank and Booster	4140705-002 - SR TANK & BOOSTER - Construction
EPIC ENGINEERING	5/11/2023	\$99.00	Epic Engineering density testing for Vistas West Phase 4	1022450-719 - (INSP)Vistas West Phase 4
EPIC ENGINEERING	5/11/2023	\$378.00	Epic Engineering density testing for Vistas West Phase 5	1022450-721 - (INSP)Vistas West Phase 5
EPIC ENGINEERING	5/11/2023	\$362.00	Epic Engineering density testing for 343 Red Rock Road Cut	1048310 - PROFESSIONAL & TECHNICAL SVCS
		\$26,446.70		
ERIKS NORTH AMERICA, INC	5/5/2023	\$80.86	Hydraulic hose for Mini X	5740733 - PROSPECTOR VIEW PARK
FORENSIC NURSING SERVICES LLC	5/5/2023	\$105.00	Post Accident Drug Testing	1054311 - PROFESSIONAL & TECHNICAL
FORENSIC NURSING SERVICES LLC	5/11/2023	\$195.00	Blood/Urine & Refusal, 23SQ01521 / 23SQ01525	1054311 - PROFESSIONAL & TECHNICAL
		\$300.00		
FP MAILING SOLUTIONS	5/11/2023	\$86.85	Meter Mailing Machine Services	1043310 - PROFESSIONAL & TECHNICAL
FREEDOM MAILING SERVICES, INC	5/5/2023	\$69.39	REC FLYER	6740610 - OTHER SERVICES
FREEDOM MAILING SERVICES, INC	5/5/2023	\$900.65	BILLING	5140241 - UTILITY BILLING PROCESSING FEES
FREEDOM MAILING SERVICES, INC	5/5/2023	\$900.65	BILLING	5240241 - UTILITY BILLING PROCESSING FEES

FREEDOM MAILING SERVICES, INC	5/5/2023	\$900.66 \$2,771.35	BILLING	5440241 - UTILITY BILLING PROCESSING FEES
GOSHEN JUSTICE COURT	5/11/2023	\$0.01	Correction with wrong interest calculated in Court System CORIS	1035110 - COURT FINES
GREENHALGH CONSTRUCTION	5/3/2023	\$16,741.81	Greenhalgh progress payment for Santaquin Peaks offsite utilities	814410.495 - WEST CDRA - OFFSITE INFRASTRUCTURE
GRIDER, JERRY	5/11/2023	\$2,030.97	shed and corn hole board replacement from PI flooding at 558 Summit Trail	5440240 - SUPPLIES
HEALTH EQUITY INC, HEALTH EQUITY INC, HEALTH EQUITY INC,	5/2/2023 5/2/2023 5/1/2023	\$13.75 \$53.97 \$9,326.64 \$9,394.36	FSA Admin Fees - April 2023 Employee FSA Contributions - April 2023 Employee/Employer HSA Contributions - April 2023	1043310 - PROFESSIONAL & TECHNICAL 1022502 - FSA 1022503 - HSA
Heaney, Trevor	5/2/2023	\$46.17	Direct Deposit returned for 03/31/2023 pp - paper check issued	1015800 - SUSPENSE
HENRY SCHEIN	5/5/2023	\$678.46	EMS supplies	7657242 - EMS - SUPPLIES
HONEY BUCKET	5/11/2023	\$80.00	Cemetery portable	1077300 - CEMETERY GROUNDS MAINTENANCE
INGRAM BOOK GROUP	5/5/2023	\$30.59	books	7240210 - BOOKS, SUBSCRIPTIONS & MEMBERSHIPS
INTERMOUNTAIN FARMERS, INC.	5/11/2023	\$221.39	Broadleaf spray	1070300 - PARKS GROUNDS SUPPLIES
J-U-B ENGINEERING	5/5/2023	\$1,217.20	Sewer master plan update progress billing	5640735 - CAPITAL FACILITY PLAN UPDATE
J-U-B ENGINEERING	5/5/2023	\$112.50	JUB Close out invoice for Center Street Design	4140821 - CENTER STREET STORM DRAINAGE
J-U-B ENGINEERING	5/5/2023	\$54,985.13 \$56,314.83	JUB progress payment for Main Street widening design	4140740 - MAIN STREET PROJECT
JAY MECHAM'S COUNTRY GARBAGE	5/11/2023	\$297.83	Spring clean up	1062610 - LANDFILL CLEAN-UP
JAY MECHAM'S COUNTRY GARBAGE	5/11/2023	\$315.46	Spring clean up	1062610 - LANDFILL CLEAN-UP
JAY MECHAM'S COUNTRY GARBAGE	5/11/2023	\$301.27	Spring clean up	1062610 - LANDFILL CLEAN-UP
JAY MECHAM'S COUNTRY GARBAGE	5/11/2023	\$311.59	Spring clean up	1062610 - LANDFILL CLEAN-UP
JAY MECHAM'S COUNTRY GARBAGE	5/11/2023	\$334.38	Spring clean up	1062610 - LANDFILL CLEAN-UP
JAY MECHAM'S COUNTRY GARBAGE	5/11/2023	\$338.25	Spring clean up	1062610 - LANDFILL CLEAN-UP
JAY MECHAM'S COUNTRY GARBAGE	5/11/2023	\$333.09	Spring clean up	1062610 - LANDFILL CLEAN-UP
JAY MECHAM'S COUNTRY GARBAGE	5/11/2023	\$295.65	Spring clean up	1062610 - LANDFILL CLEAN-UP
JAY MECHAM'S COUNTRY GARBAGE	5/11/2023	\$342.12	Spring clean up	1062610 - LANDFILL CLEAN-UP
JAY MECHAM'S COUNTRY GARBAGE	5/11/2023	\$334.81	Spring clean up	1062610 - LANDFILL CLEAN-UP
JAY MECHAM'S COUNTRY GARBAGE	5/11/2023	\$530.62	Spring clean up	1062610 - LANDFILL CLEAN-UP
JAY MECHAM'S COUNTRY GARBAGE	5/11/2023	\$400.17	Spring clean up	1062610 - LANDFILL CLEAN-UP
JAY MECHAM'S COUNTRY GARBAGE	5/11/2023	\$187.00 \$4,322.24	Spring clean up	1062610 - LANDFILL CLEAN-UP
JOHN H. JACOBS, P.C.	5/11/2023	\$2,241.67	Public Defender Services - April 2023	1042332 - LEGAL - PUBLIC DEFENDER
JOHNSON MARK LLC	5/12/2023	\$435.00	Garnishment	1022420 - GARNISHMENTS
JOHNSON TIRE SERVICE	5/11/2023	\$905.24	Trench Trailer Tire Replacement	7657250 - FIRE - EQUIPMENT MAINTENANCE
JOHNSON TIRE SERVICE	5/11/2023	\$1,043.80	Wall Vehicle Tires	1054250 - EQUIPMENT MAINTENANCE
JOHNSON TIRE SERVICE	5/11/2023	\$801.45 \$2,750.49	Golding's Vehicle Tires	1054250 - EQUIPMENT MAINTENANCE
K & J CONSTRUCTION - BONDS	5/5/2023	\$500.00	Plan Review Fee Refund (Double Payment) for Permit #23-106	1032210 - BUILDING PERMITS
KEITH JUDDS PRO-SERVICE, INC	5/5/2023	\$30.00	Emissions on Tipler's vehicle	1054250 - EQUIPMENT MAINTENANCE
KEITH JUDDS PRO-SERVICE, INC	5/5/2023	\$98.01 \$128.01	Golding Vehicle Serpentine Belt	1054250 - EQUIPMENT MAINTENANCE
L.N. CURTIS & SONS	5/5/2023	\$172.95	Duke Uniform Shirt	7657244 - UNIFORMS
LES OLSON COMPANY	5/11/2023	\$582.50	Copy Machine Maintenance & Copy Count Services	4340300 - COPIER CONTRACT
MHC SIGN AND DESIGN	5/11/2023	\$648.00	Graphics on new Brush 142	7657740 - FIRE - CAPITAL-VEHICLES & EQUIPMENT

MOUNTAINLAND ASSOCIATIONS OF GOVERNMENTS	5/11/2023	\$6,250.00	Additional legislative services, lobbying for ongoing interchange reconstruction planning and funding	4540210 - PROFESSIONAL SERVICES
MOUNTAINLAND SUPPLY	5/5/2023	\$148.65	WATER METER RING AND LID	5140240 - SUPPLIES
MOUNTAINLAND SUPPLY	5/5/2023	\$727.15	PIPE REPAIR IN WEST PARK	1070300 - PARKS GROUNDS SUPPLIES
MOUNTAINLAND SUPPLY	5/5/2023	\$71.82	PI PARTS	5440240 - SUPPLIES
MOUNTAINLAND SUPPLY	5/5/2023	\$1,900.85	Trampoline replace for 568 Summit trails	5240240 - SUPPLIES
MOUNTAINLAND SUPPLY	5/11/2023	\$264.18	Leak repair Summit Trails	5440240 - SUPPLIES
MOUNTAINLAND SUPPLY	5/11/2023	\$2,260.89	Leak repair summit trails	5440240 - SUPPLIES
MOUNTAINLAND SUPPLY	5/11/2023	\$215.61	Pipe repair Centennial Park	1070300 - PARKS GROUNDS SUPPLIES
		\$5,589.15		
MURDOCK FORD	5/5/2023	\$37.02	Door handle for truck	5140250 - EQUIPMENT MAINTENANCE
MVP SPORTS	5/11/2023	\$1,335.44	New softball and baseball equipment, approved by Hattie	6140665 - YOUTH SPORTS
NIELSEN & SENIOR, ATTORNEYS	5/5/2023	\$23,575.21	Criminal Prosecution - April 2023	1043331 - LEGAL
NIELSEN & SENIOR, ATTORNEYS	5/5/2023	\$9,679.35	General Civil Legal Services - April 2023	1043331 - LEGAL
NIELSEN & SENIOR, ATTORNEYS	5/5/2023	\$122.50	Orchards Development - Legal	1043331 - LEGAL
		\$33,377.06		
NORTH AMERICAN UV INC	5/11/2023	\$3,030.00	UV bulbs	5240550 - WRF - EQUIPMENT MAINTENANCE
PAYSON AUTO SUPPLY - NAPA	5/5/2023	\$6.02	oil for truck	1060250 - EQUIPMENT MAINTENANCE
PAYSON LOCK & KEY	5/5/2023	\$260.00	Jason Bond's Office Door Lock Repair/Replacement	1051300 - BUILDINGS & GROUND MAINTENANCE
PEN & WEB COMMUNICATIONS c/o PENNY REEVES	5/11/2023	\$1,467.30	Website/Social Media Services - April 2023	4340113 - WEBSITE CONTENT MGT - PEN&WEB
PETROLEUM EQUIPMENT COMPANY	5/5/2023	\$136.50	Gas pump repair	1060250 - EQUIPMENT MAINTENANCE
PETROLEUM EQUIPMENT COMPANY	5/5/2023	\$136.50	Gas pump repair	1070250 - EQUIPMENT MAINTENANCE
PETROLEUM EQUIPMENT COMPANY	5/5/2023	\$136.50	Gas pump repair	5140250 - EQUIPMENT MAINTENANCE
PETROLEUM EQUIPMENT COMPANY	5/5/2023	\$136.50	Gas pump repair	5240250 - EQUIPMENT MAINTENANCE
PETROLEUM EQUIPMENT COMPANY	5/5/2023	\$136.50	Gas pump repair	5440250 - EQUIPMENT MAINTENANCE
		\$682.50		
PNC EQUIPMENT FINANCE	5/3/2023	\$3,936.81	Interest - 2015 Pierce Saber Pumper Fire Truck	4248200 - DEBT SERVICE - INTEREST
PNC EQUIPMENT FINANCE	5/3/2023	\$50,563.19	Principal - 2015 Pierce Saber Pumper Fire Truck	4241050 - 2015 PIERCE SABER PUMPER FIRE TRUCK
		\$54,500.00		
REPUBLIC SERVICES LLC #864	5/11/2023	\$55.25	Dumpster Services - City Facilities	1062311 - WASTE PICKUP CHARGES
REPUBLIC SERVICES LLC #864	5/11/2023	\$852.31	Dumpster Services for City Facilities	1062311 - WASTE PICKUP CHARGES
REPUBLIC SERVICES LLC #864	5/11/2023	\$1,084.26	Fuel Recovery Fee	1062312 - RECYCLING PICKUP CHARGES
REPUBLIC SERVICES LLC #864	5/11/2023	\$2,272.56	Fuel Recovery Fee	1062311 - WASTE PICKUP CHARGES
REPUBLIC SERVICES LLC #864	5/11/2023	\$12,543.40	Recycle Pickup Services (2126 Cans)	1062312 - RECYCLING PICKUP CHARGES
REPUBLIC SERVICES LLC #864	5/11/2023	\$14,291.10	Disposal of Waste (420.45 Tons)	1062311 - WASTE PICKUP CHARGES
REPUBLIC SERVICES LLC #864	5/11/2023	\$29,488.64	Garbage Pickup Services (4456 1st Cans & 1136 2nd Cans)	1062311 - WASTE PICKUP CHARGES
		\$60,587.52		
ROCK MOUNTAIN TECHNOLOGY	5/11/2023	-\$1,761.75	Customer Deposit for MS Licensing Annual - Credit for Pre-payment	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	5/11/2023	\$5.85	Microsoft Azure Directory	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	5/11/2023	\$20.50	2 HDMI-DP Adapters	4340230 - MISC EQUIPMENT EXPENSE
ROCK MOUNTAIN TECHNOLOGY	5/11/2023	\$150.00	Splashtop Remote Premium (15 users)	4340500 - SOFTWARE EXPENSE
ROCK MOUNTAIN TECHNOLOGY	5/11/2023	\$186.00	Back up of email accounts (124 @1.50)	4340500 - SOFTWARE EXPENSE
ROCK MOUNTAIN TECHNOLOGY	5/11/2023	\$207.90	Microsoft Exchange Online (54 users)	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	5/11/2023	\$321.75	Splashtop Premium (117 users)	4340500 - SOFTWARE EXPENSE
ROCK MOUNTAIN TECHNOLOGY	5/11/2023	\$1,227.99	Estimate #2701 (Norm Beagley) Tripp Lite UPS Power Backup - New City Hal	4340230 - MISC EQUIPMENT EXPENSE
ROCK MOUNTAIN TECHNOLOGY	5/11/2023	\$1,548.00	Microsoft 365 Business (72 users)	4340507 - MICROSOFT OFFICE 365 LICENSES
ROCK MOUNTAIN TECHNOLOGY	5/11/2023	\$2,362.97	Estimate # 2677 (Norm Beagley) - Laptop Replacement Jon Lundel	4340210 - LAPTOP ROTATION EXPENSE
ROCK MOUNTAIN TECHNOLOGY	5/11/2023	\$2,687.40	Cloud Backup (14,930 GB)	4340500 - SOFTWARE EXPENSE
ROCK MOUNTAIN TECHNOLOGY	5/11/2023	\$2,850.00	Monthly Service Contract	4340100 - COMPUTER SUPPORT CONTRACT - RMT
ROCK MOUNTAIN TECHNOLOGY	5/11/2023	\$3,902.44	Estimate #2690 (Norm Beagley) Laptop Replacement Norm Beagley & Chris Lindquist	4340210 - LAPTOP ROTATION EXPENSE
ROCK MOUNTAIN TECHNOLOGY	5/11/2023	\$9,264.57	Estimate #2663 (Norm Beagley) Additional Switches for New City Hall	4340230 - MISC EQUIPMENT EXPENSE
ROCK MOUNTAIN TECHNOLOGY	5/11/2023	\$21,517.80	Estimate #2842 (Norm Beagley) Verkada Cameras for City Hall	4340230 - MISC EQUIPMENT EXPENSE

\$44,491.42

ROCKY MOUNTAIN POWER	5/5/2023	-\$1.05	ROCKY MOUNTAIN POWER ADJUSTMENT 4/10/2023 STATE TAX LINE AT TOP OF INVOICE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$0.01	ITEM 48 6650 W 13800 S HAYFIELD PUMP	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$0.01	ITEM 53 1200 S 100 W RECREATION OPERATION CONTRACT-AHLIN PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$0.01	ITEM 58 250 S 450 W ARENACONCE CONTRACT FAIR GROUNDS	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$0.01	ITEM 7 392 N 200 W PUMP VAULT	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$0.01	ITEM 80 1592 SUMMIT RIDGE PKWY 10 YEAR REFUNDABLE SITE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$4.01	ITEM 23 300 W 100 S BALL PARK LIGHTS	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$4.45	ITEM 18 E MAIN ST PARK LIGHTS	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$10.33	ITEM 62 250 S 450 W ARENACONCE ANNOUNCER/RV PEDESTALS	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$10.83	ITEM 65 STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/5/2023	\$10.92	ITEM 61 250 S 450 W ARENACONCE SPRINKLER/RV PEDESTALS	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$11.51	ITEM 21 168 E 610 S BALL PARK CONCESSION STAND	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$12.49	ITEM 72 100 W HIGHWAY 6 PKWY SUMMIT RIDGE STREET LIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/5/2023	\$13.02	ITEM 13 313 W 100 S BOWERY	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$13.03	ITEM 16 310 N ORCHARD LN CITY PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$14.04	ITEM 70 961 N 120 E STREET LIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/5/2023	\$14.36	ITEM 67 592 SUMMIT RIDGE PKWY CONTRACT SOCCER FIELD SITE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$15.16	ITEM 52 1200 S 100 W GENERAL SERVICE-POND PUMP/AHLIN PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$17.02	ITEM 74 500 E MAIN ST CONTRACT METERED STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/5/2023	\$18.69	ITEM 19 398 N CHERRY LN EAST SIDE PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$19.21	ITEM 50 94 N HWY 198 LIGHTING	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/5/2023	\$19.21	ITEM 75 500 E MAIN ST STREET LIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/5/2023	\$19.28	ITEM 85 313 W 100 S RESTROOMS CENTENNIAL PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$19.69	ITEM 30 1431 SUMMIT RIDGE PKWY STREET LIGHT PEDESTAL	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/5/2023	\$20.69	ITEM 40 80 E 300 S VETERANS MONUMENT	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$23.78	ITEM 15 280 W 750 N CITY PARK	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/5/2023	\$23.91	ITEM 29 1390 SUMMIT RIDGE PKWY SPRINKLING SYSTEM	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/5/2023	\$28.82	ITEM 43 451 E MAIN ST # SIGN	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/5/2023	\$29.14	ITEM 17 49 E MAIN ST AREA LIGHT	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$31.20	ITEM 78 LIGHTING STRONG BOX	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/5/2023	\$33.26	ITEM 46 STREET LIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/5/2023	\$38.36	ITEM 49 290 W 800 N NORTH PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$41.44	ITEM 71 1003 S RED CLIFF DR LIGHTING	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/5/2023	\$52.05	ITEM 63 190 S 400 W REC CENTER CONTRACT RECREATION BUILDING SITE	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$66.18	ITEM 45 400 E MAIN STREET CLOCK TOWER	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$72.90	ITEM 20 705 SUNSET DR SUNSET TRAILS PARK	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$75.19	ITEM 4 SPLIT 190 E 400 S NEW CULINARY WELL	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$75.20	ITEM 4 SPLIT 190 E 400 S NEW CULINARY WELL	5140273 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$81.24	ITEM 3 21 S CENTER ST CITY OWNED WELL	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$129.64	ITEM 83 STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/5/2023	\$148.68	ITEM 66 STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/5/2023	\$174.60	ITEM 76 1100 S 145 W CITY CULINARY PUMP SITE	5140273 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$190.68	ITEM 27 98 S CENTER ST COMMERCIAL/CITY LIBRARY	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$217.78	ITEM 64 190 S 400 W PERM SVC FOR BLDG REMODEL	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$219.89	ITEM 79 GENERAL SERVICE PUMPSTATION	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/5/2023	\$231.18	ITEM 84 1592 SUMMIT RIDGE PKWY SPORTS COURT-FOOD STAND	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$232.17	ITEM 6 1005 S CENTER ST CHLORINATOR	5140273 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$247.17	ITEM 1 SPLIT 910 E 70 N EAST CULINARY WELL	5140273 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$248.18	ITEM 1 SPLIT 910 E 70 N EAST CULINARY WELL	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$276.43	ITEM 60 250 S 450 W ARENACONCE UPGRADE	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$325.15	ITEM 81 45 W 100 S CITY CENTER	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$825.56	ITEM 25 275 W MAIN ST GOVERNMENT BUILDING	1051270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$1,761.44	ITEM 68 592 SUMMIT RIDGE PKWY SOCCER FIELD LIGHTING	1070270 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$3,936.76	ITEM 32, 33, 35, 36, 37, 38 STREETLIGHTS	1060270 - UTILITIES - STREET LIGHTS
ROCKY MOUNTAIN POWER	5/5/2023	\$5,571.63	ITEM 2 SPLIT SUMMIT RIDGE PKWY WATER PUMP	5440273 - UTILITIES
ROCKY MOUNTAIN POWER	5/5/2023	\$5,571.64	ITEM 2 SPLIT SUMMIT RIDGE PKWY WATER PUMP	5140273 - UTILITIES
		\$21,248.19		
SANTAQUIN CITY UTILITIES	5/12/2023	\$815.00	Utilities	1022350 - UTILITIES PAYABLE
SANTAQUIN MARKET ACE	5/11/2023	\$8.63	Tape	5140240 - SUPPLIES
SANTAQUIN MARKET ACE	5/11/2023	\$26.98	WD 40 for SCIC gates	5440751 - SUMMIT CREEK IRR REPAIR EXPENSES

SANTAQUIN MARKET ACE	5/11/2023	\$17.99	Screw driver for truck	5140240 - SUPPLIES
SANTAQUIN MARKET ACE	5/11/2023	\$21.59	Rope for FF1 and 2 Class	7657240 - FIRE - SUPPLIES
SANTAQUIN MARKET ACE	5/11/2023	\$14.38	Plug for PW71	5140240 - SUPPLIES
SANTAQUIN MARKET ACE	5/11/2023	\$24.29	Pick up tool for garbage	1070300 - PARKS GROUNDS SUPPLIES
SANTAQUIN MARKET ACE	5/11/2023	\$6.29	Fire stick for landfill	5140240 - SUPPLIES
SANTAQUIN MARKET ACE	5/11/2023	\$13.49	Chisel for truck	5140240 - SUPPLIES
SANTAQUIN MARKET ACE	5/11/2023	\$14.39	Hole saw for Meter boxes	5140240 - SUPPLIES
SANTAQUIN MARKET ACE	5/11/2023	\$100.00	Mulch replacement for flooding at 568 Summit Trail	5440240 - SUPPLIES
SANTAQUIN MARKET ACE	5/11/2023	\$17.23	Ahlin Pond (parts for pavilion)	1070300 - PARKS GROUNDS SUPPLIES
SANTAQUIN MARKET ACE	5/11/2023	\$2.58	Hardware	1070300 - PARKS GROUNDS SUPPLIES
SANTAQUIN MARKET ACE	5/11/2023	\$69.67	Rakes	5140240 - SUPPLIES
		\$337.51		
SCHNEIDER ELECTRIC USA Inc	5/5/2023	\$504.51	Ballast for uv	5240550 - WRF - EQUIPMENT MAINTENANCE
SHRED-IT US JV LLC	5/11/2023	\$89.29	Document Shredding Services	1043310 - PROFESSIONAL & TECHNICAL
SKAGGS PUBLIC SAFETY UNIFORM	5/11/2023	\$207.85	Golding Uniform Carrier	1054240 - SUPPLIES
SMART FIELD	5/11/2023	\$1,783.12	Spring Soccer Field Painting	6140665 - YOUTH SPORTS
SOUTH UTAH VALLEY SOLID WASTE DISTRICT	5/11/2023	\$3,267.29	Recycle pick up charges	1062312 - RECYCLING PICKUP CHARGES
SPANISH FORK BUILDERS SUPPLY	5/5/2023	\$9.18	fence repair 568 Summit Trails	5440240 - SUPPLIES
SPEED-E CRETE CONCRETE LLC	5/5/2023	\$1,046.00	Mow strip around Callaway field	1070310 - BALLFIELD MAINTENANCE
SPRINKLER SUPPLY	5/5/2023	\$81.06	WEST PARK PIPE REPAIR	1070300 - PARKS GROUNDS SUPPLIES
SPRINKLER SUPPLY	5/5/2023	\$477.66	Rotors and sprinkler parts	1070300 - PARKS GROUNDS SUPPLIES
SPRINKLER SUPPLY	5/11/2023	\$157.99	Pipe repair Old School	1070300 - PARKS GROUNDS SUPPLIES
		\$716.71		
STAKER PARSON COMPANIES	5/5/2023	\$129.87	ROAD BASE	1060240 - SUPPLIES
STAKER PARSON COMPANIES	5/5/2023	\$278.62	ROAD BASE	1060240 - SUPPLIES
		\$408.49		
STAPLES	5/11/2023	\$78.76	2 cases of copy paper	1043240 - SUPPLIES
STEVENS & GALEY	5/11/2023	\$60.00	Public Defender Services - Hernandez	1042332 - LEGAL - PUBLIC DEFENDER
STINCELLI, DEVON	5/11/2023	\$175.00	Bail Refund	1022430 - COURT FINES AND FORFEITURES
STRINGHAM'S HARDWARE	5/11/2023	\$12.99	Door holder for bathrooms	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$22.77	Foam to repair Eng145	7657250 - FIRE - EQUIPMENT MAINTENANCE
STRINGHAM'S HARDWARE	5/11/2023	\$13.99	misc supplies	6740240 - SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$15.69	Tools to install garbage cans	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$10.99	Batteries for paper towel dispenser	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$17.99	Wipes for truck	5140240 - SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$57.98	Forks to clean trash racks	5440240 - SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$18.50	Parts for parks	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	-\$3.00	hardware supplies	6740300 - BUILDINGS & GROUNDS MAINTENANCE
STRINGHAM'S HARDWARE	5/11/2023	\$58.98	Sol der kit	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$31.97	Water line repair bathroom North Park	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$72.83	Centennial Park irrigation line repair	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$38.27	Centennial Park irrigation line repair	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$11.99	Bathroom water line repair	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$74.38	300 West 400 North valve repair	5440320 - SUMMIT CREEK MOU AGREEMENT
STRINGHAM'S HARDWARE	5/11/2023	\$13.99	Fuse for furnace	1051300 - BUILDINGS & GROUND MAINTENANCE
STRINGHAM'S HARDWARE	5/11/2023	\$9.99	water line repair North Park	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$25.99	sprinkler valve wire	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$29.47	Pi parts	5440240 - SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$22.98	Irrigation repair	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$7.99	Hinge for gate	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$9.24	Irrigation line repair	1070300 - PARKS GROUNDS SUPPLIES

STRINGHAM'S HARDWARE	5/11/2023	\$9.49	Screws for Callaway field mow strip	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$3.30	Misc Hardware	1054240 - SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$20.99	TOOLS FOR SHOP	5440240 - SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$18.99	FUSES FOR CEMETERY WELL	5140240 - SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$7.79	Black Paint	1060240 - SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$2.95	Mouse trap	1051300 - BUILDINGS & GROUND MAINTENANCE
STRINGHAM'S HARDWARE	5/11/2023	\$15.99	Parts for pi	5440240 - SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$12.99	batteries for sinks	1051300 - BUILDINGS & GROUND MAINTENANCE
STRINGHAM'S HARDWARE	5/11/2023	\$31.98	Cable ties	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$68.98	Tools for garbage can install	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$27.99	Staking Lathe for engineering projects.	1048240 - SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$12.99	Cation tape for sandbagging	7657246-001 - EMERGENCY MANAGEMENT - FLOOD MITIGATION
STRINGHAM'S HARDWARE	5/11/2023	\$11.99	Hammer drill bit for parks	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$34.47	misc office supplies	6740300 - BUILDINGS & GROUNDS MAINTENANCE
STRINGHAM'S HARDWARE	5/11/2023	\$13.99	Tools (bits)	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$26.57	Cable ties	7657246-001 - EMERGENCY MANAGEMENT - FLOOD MITIGATION
STRINGHAM'S HARDWARE	5/11/2023	\$93.95	North Park water line repair (bathrooms)	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$5.00	Soccer Goal Hardware	6740300 - BUILDINGS & GROUNDS MAINTENANCE
STRINGHAM'S HARDWARE	5/11/2023	\$12.99	Caulk to plug hole in car roof- Moos	1054240 - SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$3.84	Hardware for parks	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$26.52	Parts for mowers	1077250 - EQUIPMENT MAINTENANCE
STRINGHAM'S HARDWARE	5/11/2023	\$11.99	Scrub brush for parks bathrooms	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$37.25	Parts for bobtail	1060250 - EQUIPMENT MAINTENANCE
STRINGHAM'S HARDWARE	5/11/2023	\$31.99	Hammer drill bit	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$30.99	Grout for overflow pipe at city hall	5140240 - SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$40.95	Parts for roller repair	1060250 - EQUIPMENT MAINTENANCE
STRINGHAM'S HARDWARE	5/11/2023	\$46.97	Channel locks and gate repair parts	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$61.99	Ball for cemetery truck	1077300 - CEMETERY GROUNDS MAINTENANCE
STRINGHAM'S HARDWARE	5/11/2023	\$24.99	Circuit tester	5140250 - EQUIPMENT MAINTENANCE
STRINGHAM'S HARDWARE	5/11/2023	\$8.49	Tire parts	1060250 - EQUIPMENT MAINTENANCE
STRINGHAM'S HARDWARE	5/11/2023	\$37.98	Line repair west park	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$8.28	Station Project	7657242 - EMS - SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$1.79	PARTS FOR PAVILLION	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$13.28	PARTS FOR PAVILLION	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$31.98	LAWN RAKES	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$36.99	DRILL BITS FOR SHOP	5440240 - SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$72.34	Porta-Pond Repair	7657250 - FIRE - EQUIPMENT MAINTENANCE
STRINGHAM'S HARDWARE	5/11/2023	\$3.29	Key for parks	1070300 - PARKS GROUNDS SUPPLIES
STRINGHAM'S HARDWARE	5/11/2023	\$3.29	Key	1070300 - PARKS GROUNDS SUPPLIES
		\$1,544.55		
STUART C. IRBY CO.	5/5/2023	\$2,386.88	Subdivision Street light hardware	1022530 - STREET LIGHTS (NEW DEVELOPMENT)
STUART C. IRBY CO.	5/5/2023	\$80.95	Highland Drive street light arms	1022530 - STREET LIGHTS (NEW DEVELOPMENT)
		\$2,467.83		
SUNDANCE TECHNOLOGIES	5/11/2023	\$5,986.99	Progress payment for City Hall Audio Visual Equipment	4140704-003 - NEW CITY HALL - FF&E
THATCHER COMPANY	5/5/2023	\$8,085.00	GAS CHLORINE	5140240 - SUPPLIES
THATCHER COMPANY	5/5/2023	-\$2,800.00	BOTTLE RETURN FOR GAS CHLORINE	5140240 - SUPPLIES
		\$5,285.00		
THE CLASSIC CAR WASH OF SANTAQUIN LLC	5/5/2023	\$22.40	April car washes for Building Inspector vehicles	1068250 - EQUIPMENT MAINT
THE CLASSIC CAR WASH OF SANTAQUIN LLC	5/5/2023	\$150.00	Car Wash April 2023	1054250 - EQUIPMENT MAINTENANCE
THE CLASSIC CAR WASH OF SANTAQUIN LLC	5/5/2023	\$20.00	truck wash	5140250 - EQUIPMENT MAINTENANCE
THE CLASSIC CAR WASH OF SANTAQUIN LLC	5/5/2023	\$20.00	truck wash	5240250 - EQUIPMENT MAINTENANCE
THE CLASSIC CAR WASH OF SANTAQUIN LLC	5/5/2023	\$20.00	truck wash	5440250 - EQUIPMENT MAINTENANCE
		\$232.40		
THE HARTFORD	5/1/2023	\$3,702.13	Life, ADD, LTD & Sup Life - April 2023	1022504 - LIFE/ADD
THEOBALD, SHANE	5/11/2023	\$20.00	Restitution - Case # 231600011	1022430 - COURT FINES AND FORFEITURES
THOMAS, GIDEON SEAN	5/11/2023	\$25.00	BAIL REFUND - CASE #215500557	1022430 - COURT FINES AND FORFEITURES

THOMSON REUTERS - WEST	5/5/2023	\$227.03	CLEAR Subscription April 1-30, 2023	1054311 - PROFESSIONAL & TECHNICAL
TOWN OF GENOLA	5/11/2023	\$3,962.61	Genola Court Fines - April 2023	1022430 - COURT FINES AND FORFEITURES
TOWN OF GOSHEN	5/11/2023	\$851.05	Goshen Court Fines - April 2023	1022430 - COURT FINES AND FORFEITURES
UGSA	5/5/2023	\$510.00	UGSA Softball membership	6140665 - YOUTH SPORTS
UTAH BOYS BASEBALL ASSN, INC (UBBA)	5/5/2023	\$790.00	UBBA membership	6140665 - YOUTH SPORTS
UTAH COUNTY COMMUNITY DEVELOPMENT BUILDING D	5/11/2023	\$363.00	Prospector View Park Foot bridge building permit	4140828 - PROSPECTOR VIEW PARK
UTAH COUNTY LODGE #31	5/12/2023	\$234.00	FOP Dues (Ut County Lodge #31)	1022425 - FOP DUES
UTAH LOCAL GOVERNMENT TRUST	5/5/2023	\$3,348.31	ULGT Workers Compensation Invoice for May	1022250 - WORKMENS COMPENSATION PAYABLE
UTAH STATE RETIREMENT	5/10/2023	\$50.00	Traditional IRA	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	5/10/2023	\$387.01	Retirement Loan Payment	1022325 - RETIREMENT LOAN PAYMENT
UTAH STATE RETIREMENT	5/10/2023	\$981.63	457	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	5/10/2023	\$1,060.00	Roth IRA	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	5/10/2023	\$1,394.58	401K - Tier 1 Parity	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	5/10/2023	\$4,905.62	401K	1022300 - RETIREMENT PAYABLE
UTAH STATE RETIREMENT	5/10/2023	\$27,096.28	Retirement	1022300 - RETIREMENT PAYABLE
		\$35,875.12		
UTAH STATE TAX COMMISSION	5/3/2023	\$7,950.75	State Income Tax	1022230 - STATE WITHHOLDING PAYABLE
UTAH STATE TAX COMMISSION	5/3/2023	\$7,936.82	State Income Tax	1022230 - STATE WITHHOLDING PAYABLE
		\$15,887.57		
UTAH STATE TREASURER	5/11/2023	\$5,714.71	Santaquin Court Surcharges - April 2023	1042610 - STATE RESTITUTION
UTAH VALLEY UNIVERSITY	5/11/2023	\$10.00	Fire Recertification	7657230 - FIRE - EDUCATION, TRAINING & TRAVEL
VERIZON WIRELESS	5/5/2023	\$463.21	Officer Phones	1054280 - TELEPHONE
VERIZON WIRELESS	5/5/2023	\$680.33	Officer Jetpacks	1054340 - CENTRAL DISPATCH FEES
VERIZON WIRELESS	5/5/2023	\$130.46	Fire/EMS Telephone	7657280 - TELEPHONE
VERIZON WIRELESS	5/5/2023	\$120.03	Comm Dev Jetpacks	1068280 - TELEPHONE
VERIZON WIRELESS	5/5/2023	\$40.01	GPS Data Collector	1048280 - TELEPHONE
VERIZON WIRELESS	5/5/2023	\$160.59	Pub Works PI Monitors	5140240 - SUPPLIES
		\$1,594.63		
WALL CONSULTANT GROUP	5/11/2023	\$3,989.66	Progress payment to WCG for regional connectivity study.	4540210 - PROFESSIONAL SERVICES
WATER WELL SERVICES	5/11/2023	\$39,076.00	Cemetery Well rebuild	5140750 - CAPITAL PROJECTS
WAXIE SANITARY SUPPLY	5/5/2023	\$603.30	CAN LINERS AND CLEANING SUPPLIES	1051300 - BUILDINGS & GROUND MAINTENANCE
WHEELER CAT - WHEELER MACHINERY CO	5/11/2023	\$7,113.00	Track hoe rental for flood mitigation	7657246-001 - EMERGENCY MANAGEMENT - FLOOD MITIGATION
WHITE, JEREMY *	5/5/2023	\$76.23	Refund: 6400982 - WHITE, JEREMY *	5113110 - ACCOUNTS RECEIVABLE
WILSON, MEGAN	5/11/2023	\$50.00	New baby- Employee Significant Event Fund	1022375 - EMPLOYEE SIGNIFICANT EVENT FUN
X-FACTOR STRATEGIC COMMUNICATIONS, LLC	5/11/2023	\$11,917.96	Progress payment to X-Factor for public involvement services.	1041310 - PROFESSIONAL & TECHNICAL
ZIONS BANK - CASH	5/5/2023	\$750.00	Santaquin Arts Festival 2023 - cash prizes	6640720 - RAP TAX EXPENSE
ZIONS BANK - CASH	5/5/2023	\$885.00	Santaquin Art Festival 2023- cash prizes	6240251 - COMMUNITY EVENTS EXPENSE
ZIONS BANK-CASH	5/8/2023	\$120.00	PETTY CASH FOR CONCESSION STAND	6140484 - SNACK SHACK FOOD
ZIONS BANK-CASH	5/11/2023	\$75.00	Snack Shack Concessions petty cash, approved by Hattie	6140484 - SNACK SHACK FOOD
		\$1,830.00		
ZIONS FIRST NATIONAL BANK	5/3/2023	-\$210.32	Less Cash on Hand as of 04/21/2023	1089820 - DEBT SERVICE INTEREST - 2020 Sales Tax Rev Bonds
ZIONS FIRST NATIONAL BANK	5/3/2023	\$250.00	Paying Agent Fee	1089830 - DEBT SERVICE AGENT FEES - 2020 Sales Tax Rev Bonds
ZIONS FIRST NATIONAL BANK	5/3/2023	\$76,865.00	Interest - 2020 Sales Tax Revenue Bonds	1089820 - DEBT SERVICE INTEREST - 2020 Sales Tax Rev Bonds

ZIONS FIRST NATIONAL BANK

5/3/2023

\$260,000.00
\$336,904.68

Principal - 2020 Sales Tax Revenue Bonds

1089810 - DEBT SERVICE PRINCIPAL - 2020 Sales Tax Rev Bonds

TOTAL:

\$1,485,234.78

MEMO



To: Mayor Olson and City Council

From: Camille Moffat, Planner I

Date: May 12, 2023

Re: **Deferral Agreement for Griffin Subdivision**

Zone: R-8
Size: 0.72 acres
Lots: 2

Andrew Griffin is seeking approval for the Griffin Subdivision located at approximately 270 S 300 E. Due to the size of the subdivision and right-of-way dedication not needed by the City, the Planning Commission will be the land use authority for the subdivision. Before they consider approval, direction from the City Council regarding infrastructure improvements is needed.

Santaquin City Code requires that all subdivisions must install all infrastructure and surface improvements (i.e. curb, gutter, sidewalk, asphalt, landscaping, etc.) with the subdivision. However, a deferral agreement may be approved by the City Council which requires that the improvements be provided at a time when infrastructure is built in a more consistent and orderly manner. The City has not determined how infrastructure improvements should be done in this area of the City.

Santaquin City Council discussed the proposed Deferral Agreement at the May 2nd City Council meeting with the applicant and a motion was made to table the agreement until the next meeting. That motion was unanimously approved.

Staff Recommendation: It is recommended that the City Council approve a deferral agreement.

Recommended Motion: “Motion to approve Resolution 05-04-2023 which establishes an infrastructure deferral agreement for the Griffin 2-lot Subdivision.”

INFRASTRUCTURE DEFERRAL AGREEMENT

THIS AGREEMENT, is made and entered into, effective as of the ____ day of _____, 2023, by and between the City of Santaquin, Utah, a municipality and political subdivision of the State of Utah, hereinafter “City” and Andrew Alan Griffin Jr. hereinafter referred to as “Property Owner” the City and Property Owner may hereinafter be referred to individually as a “Party” or together as “Parties” to this Agreement.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

- a. Curb and Gutter along 300 South and 300 East Streets;
- b. Sidewalk along 300 South and 300 East Streets;
- c. ADA Ramp at the corner of 300 South and 300 East Streets;

- d. Extension of road base and asphalt paving between the curb and gutter and the existing paved surface of 300 South and 300 East Streets; and
- e. Landscaping within the public right-of-way along 300 South and 300 East Streets.
- f. Storm Drain infrastructure (i.e. curb inlets, infiltration basins, etc.) as determined by the city.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to City to:

Santaquin City
c/o Norm Beagley, City Manager
275 West Main Street
Santaquin, UT 84655

Copy to:

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

If to Property Owners to:

Andrew Alan Griffin Jr.
270 South 300 East
Santaquin, UT 84655

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

19. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of six (6) pages, including notary acknowledgment forms, and an additional one (1) exhibits, which constitute the entire understanding and agreement of the Parties to this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A Legal description of the Property (containing 1 page)

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

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

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

23. Any modification of this Agreement or additional obligations assumed by either party in

connection with this Agreement shall be binding only if evidenced in writing and signed by each Party.

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

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

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

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

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

IN WITNESS THEREOF, this Agreement has been executed by a person(s) duly authorized by Property Owners to execute the same and by the duly elected Mayor of the City of Santaquin, with the approval of the Santaquin City Council as of March 15, 2022.

CITY OF SANTAQUIN

DANIEL OLSON, Mayor

ATTEST:

Amalie Ottley, City Recorder

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

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

Notary Public

PROPERTY OWNERS

Andrew Alan Griffin Jr.

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On this ____ day of _____, 2023, personally appeared before me, Andrew Alan Griffin Jr. who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.

Notary Public _____

Map showing several parcels of land, including:

- Parcel 09:082:0018:** BROADBENT, JARIN D and JAMI. 255 E 300 SOUTH - SANTAQUIN. Value: \$555,900 -- 0.65 acres. Entry# 132037-2005.
- Parcel 09:082:0003:** GRIFFIN, ANDREW ALAN JR... 270 S 300 EAST - SANTAQUIN. Value: \$463,800 -- 0.72 acres. Entry# 168266-2021.
- Parcel 09:082:0007:** ASHBY SANTAQUIN LLC... 261 S 300 EAST - SANTAQUIN. Value: \$733,800 -- 0.34 acres. Entry# 194415-2021.
- Parcel 09:082:0006:** ASCENCIO, FRANCISCO and OFELIA. 245 S 300 EAST - SANTAQUIN. Value: \$428,500 -- 0.38 acres. Entry# 26996-2010.

Other visible parcels include 230 E, 255 E, 270 S, 275 E, 250 S, and 233 S 300 EAST.

Legal Description:

Item # 4.

PRELIMINARY
PLAT "A"
FFIN SUBDIVISION

Item # 4.



RESOLUTION 05-04-2023

A RESOLUTION APPROVING AN INFRASTRUCTURE DEFERRAL AGREEMENT WITH ANDREW ALLAN GRIFFIN JR. FOR THE GRIFFIN SUBDIVISION LOCATED AT 270 S 300 E

BE IT HEREBY RESOLVED:

SECTION 1: The attached documents represent the Infrastructure Deferral Agreement for the Griffin Subdivision located at 270 S 300 E, Santaquin, UT 84655.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 16th day of May, 2023.

City of Santaquin,

Daniel M. Olson, Mayor

Councilmember Art Adcock	Voted	___
Councilmember Elizabeth Montoya	Voted	___
Councilmember Lynn Mecham	Voted	___
Councilmember Jeff Siddoway	Voted	___
Councilmember David Hathaway	Voted	___

ATTEST:

Amalie R. Ottley, City Recorder

Santaquin City Resolution 05-07-2023

A RESOLUTION APPROVING A COOPERATIVE AGREEMENT WITH UDOT FOR THE FUNDING OF SANTAQUIN MAIN STREET PHASES 4 & 5 IMPROVEMENTS

WHEREAS, the City of Santaquin is a fourth class city in the State of Utah with the responsibility of providing certain transportation infrastructure for the benefit of the City and its residents; and

WHEREAS, UDOT is a department of the government of the State of Utah; and

WHEREAS, the Utah Department of Transportation (“UDOT”) owns and operates US HWY 6 (AKA, Santaquin Main Street) that traverses through Santaquin City limits; and

WHEREAS, Santaquin City has applied for funding from the Mountainland Association of Governments (MAG) to reconstruct and widen US HWY 6/Santaquin Main Street roadway improvements; and

WHEREAS, MAG has awarded Santaquin City funds in an amount of \$4.1 M; and

WHEREAS, UDOT is willing to contribute funding to assist with a portion of the reconstruction project for the purposes of asphalt preservation, signal pole relocation, and intersection traffic signal improvements; and

WHEREAS, Santaquin City and UDOT desire to enter into this Agreement for the cooperative purposes of reconstruction of a portion of US HWY 6/Santaquin Main Street;

NOW THEREFORE, be it resolved by the City Council of Santaquin City, Utah as follows:

1. The Cooperative Agreement between UDOT and Santaquin City, a copy of which is attached hereto, is hereby approved.
2. Mayor Daniel M. Olson is authorized to execute the Cooperative Agreement that would allow UDOT to participate financially with Santaquin City for reconstruction of a portion of US HWY 6/Santaquin Main Street in accordance with the terms and conditions set forth in the agreement attached hereto.
3. This resolution shall be effective upon passage.

ADOPTED AND PASSED by the City Council of Santaquin City, Utah, this 16th day of May, 2023.

SANTAQUIN CITY

Daniel M. Olson, Mayor

Councilmember Art Adcock	Voted	_____
Councilmember Elizabeth Montoya	Voted	_____
Councilmember Lynn Mecham	Voted	_____
Councilmember Jeff Siddoway	Voted	_____
Councilmember David Hathaway	Voted	_____

Attest:

Amalie R. Ottley, City Recorder



State of Utah
Department of Transportation

Cooperative Agreement Local Agency Performing Work for UDOT	Project Description: Santaquin Main St Improvements Phase 4 Local Agency: Santaquin City	Estimated value of scope of work \$753,000.00
Pin:17058 Job/ Project:S-0006(211)160		Date Executed

THIS AGREEMENT, made and entered into on the executed date , by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and Santaquin City, a political subdivision of the State of Utah, hereinafter referred to as the “**Local Agency**.”

UDOT requested that the Work be included in the Local Agency’s Project. Subject to the attached provisions, **Local Agency** will include the following items into its Project. Unless the parties agree to a lump sum, upon signing this Agreement, **UDOT** agrees that the costs shown are estimates and that it will be responsible for paying the actual costs associated with these items, based on unit bid prices, and actual quantities placed. If a lump sum payment is specified, **UDOT** will not pay for any additional costs beyond the lump sum payment amount.

Description of Work:

1. UDOT completed a pavement preservation project that covered Santaquin Main St. in the summer of 2022. With information that the Local Agency would be widening a portion of Main St from 300 E to 100 W, the UDOT pavement preservation project skipped this portion of Main St. UDOT is providing funds to this Local Agency project that would have been spent had they performed the overlay work as part of the pavement preservation project. Local Agency will include an equivalent overlay as part of this project.
2. The signal on the NW corner of 200 West needs to be relocated as part of this project. UDOT will provide Local Agency a lump sum to assist with relocating this signal. Local agency will include the signal relocation as part of this project.
3. The intersection of Center St and US-6 in Santaquin, UT is warranted for a signal. UDOT will provide Local Agency a lump sum to be used in constructing a traffic signal at the intersection in lieu of building a procurement signal. Local agency will include the new Center St signal as part of this project.

Costs to include:

List or Description of Items

Item #	Item Description	Estimated Quantity	Unit Price	Estimated Cost
#1	Lump Sum Amount for Pavement Overlay	1	\$353,000.00	\$353,000.00
#2	Lump Sum Amount to Relocate the NW Signal of the 200 W Main St (US-6) intersection	1	\$50,000.00	\$50,000.00
#3	Lump Sum for New Signal at the intersection of Santaquin Main St (US-6) and Center St	1	\$350,000.00	\$350,000.00
Estimated Total Cost				\$753,000.00

LUMP SUM PAYMENT: TOTAL AMOUNT TO BE PAID BY UDOT (Fill in only if actual cost approach is not used.)	\$753,000.00
---	--------------

If the actual costs exceed the agreed maximum total cost, **Local Agency** will immediately notify **UDOT** and **UDOT** can determine whether to reduce the scope of Work or continue with the Work at the increased cost. Once final **UDOT** signoff has occurred, the **Local Agency** will submit the receipts of payments for the Work to the **UDOT** Region office. **UDOT** will process the payment of the committed amount or the direct costs of approved activities, whichever is less, within 45 days and send a check to the **Local Agency**.

Total Estimated Reimbursement to the Local Agency is \$753,000.00.

Provisions

Local Agency will include the UDOT's Work provided UDOT pays the actual costs incurred for the Work. Local Agency's contractor will perform the Work described in this Agreement in accordance with UDOT's plans and specifications. Local Agency will notify UDOT two weeks in advance prior to starting the Work so UDOT may inspect the Work. UDOT has the right to inspect the Work but may choose not to exercise this right. Regardless of any inspection by UDOT, Local Agency is still required to construct the Work in accordance with the plans and specifications. UDOT, through its inspection of the Work, will provide Local Agency with information addressing any problems or concerns UDOT may have with acceptance of said Work. Upon completion of the Work, the Local Agency will contact UDOT for a final review and inspection. UDOT reserves the right to withhold payment unless the Work is completed to UDOT standards and specifications. The Local Agency has the right to correct any deficiencies in a timely manner and resubmit the Work for inspection and approval.

I. Liability:

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be

construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

II. Termination:

This Agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing
- b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination. If a party fails to cure the breach, the other party may terminate this Agreement.
- c. By UDOT for the convenience of the State upon written notice to the Local Agency. However, UDOT will be responsible for the costs incurred for the Work before the termination of the Agreement.

III. Maintenance:

Division of jurisdiction and responsibilities of state highways shall be in accordance with Utah Code Section 72-3-109 and applicable rules.

IV. Payment and Reimbursement to Local Agency:

UDOT shall be responsible for all actual costs associated with the Work described in this Agreement up to the maximum total cost or lump sum. The Local Agency must submit the billing within 3 months of the Work completion date.

V. Change in Scope and Schedule:

If Work scope or schedule changes from the original intent of this Agreement, UDOT will notify the Local Agency prior to changes being

made. If the Local Agency modifies its Project and the modification affects the Work, Local Agency will immediately notify UDOT. In the event there are changes in the scope of the Work, extra work, or changes in the planned Work covered by this Agreement, a modification to this Agreement must be approved in writing by the parties prior to the start of work on the changes or additions.

VI. Environmental Compliance

The Local Agency will assure compliance of the Project with all applicable state and federal environmental statutes, regulations, rules, and permitting requirements.

VII. Miscellaneous:

Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.

The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

Each party represents that it has the authority to enter into this Agreement.

This Agreement may be executed in counterparts by the parties.

VIII. Content Review:

Language content was reviewed and approved by the Utah AG's office on February 2, 2015.

[Santaquin City]				Utah Department of Transportation			
By		Date		By		Date	
Mayor Daniel M Olson				UDOT Project Manager			
By		Date		By		Date	
City Recorder				Region Director			
By		Date		By		Date	
				Comptrollers Office			

Santaquin 200 W Signal

Write a description for your map.

Legend





To: Mayor Olson and City Council
From: John Bradley, Community Services Director
Date: May 3, 2022
RE: Municipal Recreation Grant 2023-24

Utah County has made available the 2023-24 Municipal Recreation Grant application. The funding source is the Tourism, Recreation, Culture and Convention Tax.

The amount allocated to Santaquin City is \$5,899. These funds have to be used toward the “development or construction of recreational, cultural facilities or tourism”. Once the City spends the money, Utah County will reimburse the City. The deadline to apply for these funds is May 30, 2023. This grant also requires Mayor signature and City Council approval.

Recent use Municipal Grant funds:

2019- Construction documents for Centennial Basketball Court

2020- Improvements to Baseball field Snack Shack

2021- Theodore Ahlin Park: Cement pads at disc golf course, picnic tables & permanent trash can.

2022- Snack Shack equipment at Harvest View, Rodeo Roping Strip Chute

2023 Recommendation:

Design youth bike skills park behind trailhead parking lot at Prospector View Park. Attached contract to work with American Ramp Company.

Total: \$5899

Staff Recommendation: Approve grant application utilizing the \$5,899 Municipal Recreation Grant for design of bike skills park at Prospector View Park.



Amelia Powers Gardner
Brandon Gordon
Thomas V. Sakievich

Historic Courthouse
51 S University Ave
Provo, UT 84601

Phone: 801-851-8100
Fax: 801-851-8146
www.utahcounty.gov

2023 Municipal Recreation Grant Application

Application deadline is May 30, 2023 @ 5:00p.m.

Municipality: SANTAQUIN CITY

Name of Preparer/Contact Person: JOHN BRADLEY

Mailing Address: 275 W. MAIN STREET

Phone: 801-754-5805 E-mail: jbradley@santaquin.org

Grant Amount Requested

(Please refer to this year's funding amount document for your entity's available funding)
Any unused funding will automatically be rolled forward into future years

TOTAL: \$ 5899.00

Project Name: Prospector View Bike Skills Park Design

Project Location: Prospector view park

Project Type: (Please check all that apply.)

- ☐ Tourism Promotion ☒ Tourism Facility ☐ Cultural Facility
☒ Recreational Facility ☐ Convention Facility

*****Please submit a detailed project description with application*****

Date Approved by Municipal Council: _____

Mayor or Administrator Signature

Date

FOR COMMISSION OFFICE USE ONLY

Application Received by Commission Office	County Attorney Review	Commission Approval/ Agreement #	Agreement Sent to Municipality	Signed Agreement Received by Commission Office	Receipts Received by Commission Office	PO Sent to County Auditor	Funds Paid



To: Mayor Olson and City Council
From: John Bradley, Community Services Director
Date: May 12, 2023
RE: Bike Skills Park Design

As we develop Prospector View Park and Trailhead, there is an opportunity to develop a youth bike skills area next to the trailhead. City staff recommends contracting with a professional bike skills park designer to assure we develop a safe plan that maximizes the space available. We have received a price estimate from a leader in bike skills park design, American Ramp Company, for proposed amount of \$5,899.

This could be fully paid for using the Municipal Recreation Grant from Utah County. This proposed cost reflects a discounted rate due to the possibility of having the same company already in Santaquin for the Skate Park Design project. The same organization could carry out preliminary design saving travel time.

The bike skills park design process can begin in the next fiscal budget year, but travel needs to be arranged now and the project time booked for an upcoming summer design project. This summer scheduling can start once the City Council approves and the Mayor signs this contract. Payment would be made after July 1, 2023.

Staff Recommendation: Approve Youth Bike Skills area design contract with American Ramp Company for a not to exceed amount of \$5,899.

American Ramp Company
601 McKinley
Joplin, MO 64801



Bike Skills Course Concept Design Package

American Ramp Company provides professional design services geared to create a completely custom bike park design that is unique to your community. Our team of Professional Skateboarders, BMX Riders, Mountain Bike Riders, Designers, Engineers, and Visual Artists will work directly with you to generate ideas and develop your park.

Our Conceptual Design services will include the following:

Project Kickoff Meeting

- American Ramp Company will host a meeting with your project team to formulate ideas for your design
- Review of sample designs with group to identify a preferred theme
- Summarize meeting findings with group

Site Review

- Review location of park for opportunities and constraints
- Discuss potential locations for entry, spectator viewing, and drainage flow

Design Revisions

- Revise conceptual design based on feedback from initial input (2-revisions included)
- Verify the design is responsive to the site and budget

Cost Estimate

- Provide cost estimate for construction of approved design

Material Quantity Take-offs

- Provide breakdown of material types and quantities for various areas of the park.

Deliverables

- 2D Overhead/3D Renderings
- Large poster size print of final design
- Material Quantity Take-offs
- Cost Estimate

Cost

The total cost for our interactive professional Conceptual Design Package = **\$5,899.00** if design trip is paired with separate skatepark site analysis and concept design services trip.

Additional Considerations

- Topography Map of the area with 1' contour lines is required. If client can't provide, ARC can have it done for additional \$1,995. If no drone access, ARC can hire someone at cost plus 25%.
- Utility Map is not required but recommended. If client can't provide, ARC can hire someone at cost plus 25%. If we don't have this, ARC will assume no utilities are in the way.
- Geotechnical Report is not required but recommended. If client can't provide, ARC can hire someone at cost plus 25%. If we don't have this, ARC will assume the site is suitable to build on as-is.
- Terms are 100% due upon signing since most of the expense is borne early in the planning and design process.

Design	\$5,899.00
Topography Map	\$1,995 or "Client to Provide"
Utility Map	TBD
Geotech Report	TBD
Sales Tax	TBD

Total Cost	\$5,899.00 (if paired with skatepark design trip and client provides topo map)
-------------------	---

Customer Name:

Billing Address:

Phone Number:

Fax Number:

Email Address:

Approved By:

Signature:

Date:

Print Name / Title



To: Mayor Olson and City Council
From: John Bradley, Community Services Director
Date: May 11, 2023
RE: Skate Park Design

Mayor and City Council,

In our current Parks, Recreation, Trails, and Open Space Master Plan, we have identified the need for a skate park. The skate park is also included in the soon to be updated Parks master plan. A design process for the skate park will include site option review, community engagement, design renderings, a cost construction estimate, and the future skate park design. A proposed price estimate for the design has been received by an experienced national Skate Park Design firm called American Ramp Company for an amount of \$11,500. The design process can begin in the next fiscal budget year, but travel needs to be arranged now and the project time booked for an upcoming summer design project. This summer scheduling can start once the City Council approves and the Mayor signs this contract. Payment would be made after July 1, 2023 using Park impact fees. There are sufficient Park impact fee funds to cover the cost of this design agreement.

Staff Recommendation: Approve the Skate Park Design contract with American Ramp Company for a not to exceed amount of \$11,500.

American Ramp Company
601 McKinley
Joplin, MO 64801



Site Analysis and Skatepark Concept Design Package

American Ramp Company provides professional design services geared to create a completely custom skatepark design that is unique to your community. Our team of Professional Skateboarders, BMX Riders, Mountain Bike Riders, Designers, Engineers, and Visual Artists will work directly with you to generate ideas and develop your park.

Our Conceptual Design services will include the following:

Community Engagement Meeting

- American Ramp Company will host a virtual and/or onsite meeting with your local skaters or project team to formulate ideas for your concept design
- Review of samples designs with group to identify a preferred theme
- Summarize meeting findings with group

Site Review

- Review potential locations of skatepark for opportunities and constraints
- Includes analysis of two (2) sites
- Discuss potential locations for entry, spectator viewing, and drainage flow

Design Revisions

- Revise conceptual design based on feedback from initial input (2-revisions included)
- Verify the design is responsive to the site and budget

Cost Estimate

- Provide cost estimate for construction of approved skatepark design

Material Quantity Take-offs

- Provide breakdown of material types and quantities to construct skatepark

Deliverables

- 2D Overhead/3D Renderings
- Large poster size print of final design
- Material Quantity Take-offs
- Cost Estimate

Cost

The total cost for our interactive professional Conceptual Design Package = **\$11,500.00**

Additional Considerations

- Topography Map of the final skatepark site with 1' contour lines is required. If client can't provide, ARC can have it done for additional \$1950. If no drone access, ARC can hire someone at cost plus 25%.
- Utility Map is not required but recommended. If client can't provide, ARC can hire someone at cost plus 25%. If we don't have this, ARC will assume no utilities are in the way.
- Geotechnical Report is not required but recommended. If client can't provide, ARC can hire someone at cost plus 25%. If we don't have this, ARC will assume the site is suitable to build on as-is.
- Terms are 100% due upon signing since most of the expense is borne early in the planning and design process.

Design	\$11,500.00
Pro Skateboarder	Included
Topography Map	\$1995 or "Client to Provide"
Utility Map	TBD
Geotech Report	TBD
Sales Tax	TBD

Total Cost	\$11,500.00 (If client provides topo map)
-------------------	---

Customer Name:

Billing Address:

Phone Number:

Fax Number:

Email Address:

Approved By:

Signature

Date

Print Name / Title



MEMORANDUM

May 12, 2023

To: Santaquin City Mayor and City Council
From: Jason Callaway, Public Works Director
RE: Type 1 Pumping Capacity Increase

Mayor and Council Members,

Santaquin City is currently extending a 12" pressurized irrigation line along Summit Ridge Parkway to connect to the existing pump station at the winter storage ponds. This new pipeline installation is part of the ongoing utility improvements for the Santaquin Peaks Industrial Park Subdivision. This will give us the ability to increase pumping capacity coming out of our Type 1 winter storage ponds. In order to fully utilize this new pipeline, a new pump will need to be installed at the Type 1 winter storage ponds pump station.

Currently, we can pump approximately 1,000 gallons per minute with both exiting pumps operating. The new pump and PI line will give us the ability to pump up to 1,200 gallons per minute with only one of the pumps running. With both pumps running (one existing and the new pump), we will be able to pump up to 2,000 gallons per minute. Not only will the new pump increase flow capacity, it will save on power costs. This new pump will allow the ever increasing flows from the WRF to be more fully utilized in the PI system.

This project is currently identified within our approved Pressurized Irrigation Master Plan. Therefore, the project is eligible to be paid for using impact fees. We currently have sufficient funds available to cover this purchase.

Total cost of this project is \$59,000.

Pump and Motor \$43,000

Pump and motor installation \$2,000

VFD \$14,000

Electrical will be handled in house with Santaquin city's electrician.

Recommended Motion: Motion to approve \$59,000 from pressure irrigation funds to purchase and install Pump, Motor, and VFD at the Type 1 Pump House.

MEMORANDUM



To: Mayor Olson and City Council

From: Jason Bond, Assistant City Manager

Date: May 12, 2023

RE: **Santaquin Peaks Subdivision Preliminary Review**

Zone: I-1 Industrial Zone
Size: 29.84 acres
Lots: 17

The proposed Santaquin Peaks subdivision is located at approximately 225 North Summit Ridge Parkway in the I-1 Industrial Zone. The proposed subdivision includes 17 lots sizes ranging from .99 acres to 3.66 acres. All lots meet the requirements of the I-1 Industrial Zone.

A portion of the proposed development, specifically Lots 1-6 and Lot 14, have frontages along Summit Ridge Parkway. To minimize impacts to the traffic flow on Summit Ridge Parkway and the adjacent public trail, lots will not be allowed to have direct access to Summit Ridge Parkway. Lots 1-3 and Lots 4-6 shall be subject to plat notes that require all future buildings be orientated to face Summit Ridge Parkway and include 26' foot cross access easement along the east side of the property to provide good connectivity for customers.

The Development Review Committee (DRC) reviewed the preliminary plans on April 4, 2023, and forwarded a positive recommendation to the Planning Commission.

The Planning Commission reviewed the preliminary plans on May 9, 2023, and made the following recommendation:

Commissioner Lance motioned to recommend approval of the Santaquin Peaks Subdivision to the City Council with the condition that all redlines be addressed. Commissioner Romero seconded the motion.

Commissioner Wood, Yes; Commissioner Lance, Yes; Commissioner Hoffman, Absent; Commissioner McNeff, Absent; Commissioner Nixon, Absent; Commissioner Weight, Yes; Commissioner Romero, Yes. The vote was unanimously approved.

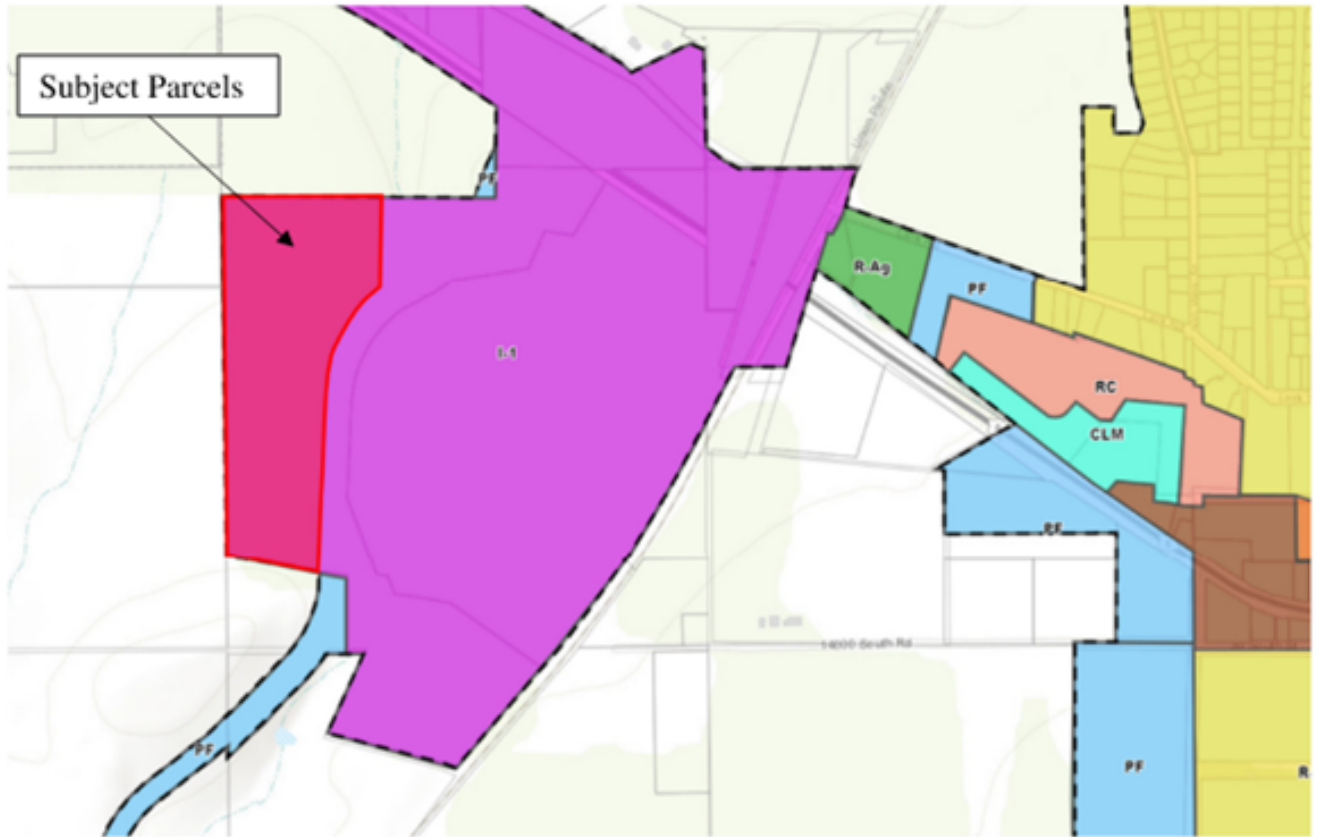
After preliminary approval from the City Council, the DRC will need to approve the final plat(s) before any lots are recorded. The DRC may only approve a final plat submittal after finding that the development standards of subdivision title, the zoning title, the laws of the State of Utah, and any other applicable ordinances, rules, and regulations have been or can be met prior to the recordation or beginning of construction.

Recommended Motion: "Motion to approve the Santaquin Peaks Subdivision with the following condition:

- All redlines be addressed.

Attachments:

1. Vicinity/Zoning Map
2. Preliminary Plan



SANTAQUIN, UTAH
MAY 2023

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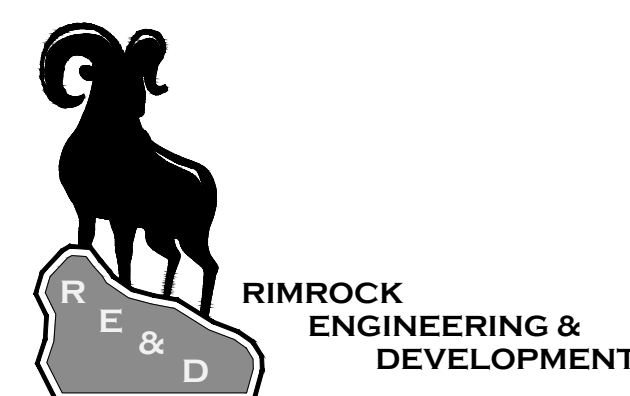
GENERAL NOTE:
THE INFORMATION IN THESE PLANS WERE COLLECTED TO PROVIDE DESIGN
RECOMMENDATIONS FOR THIS PROJECT. VARIATIONS FROM THE CONDITIONS
PORTRAYED ON THIS SITE OFTEN OCCUR IN SMALL AREAS WHICH ARE SOMETIMES
SUFFICIENT TO REQUIRE MODIFICATIONS TO THE DESIGN. THUS IT IS IMPORTANT
THAT WE (THE PROJECT ENGINEERS) OBSERVE OR ARE MADE AWARE OF THESE
CHANGES. IN SO DOING WE RESERVE THE RIGHT TO MAKE SOUND ENGINEERING
JUDGMENTS TO PROVIDE A SUITABLE SOLUTION OR CHANGE TO THESE PLANS IN
ORDER TO ENSURE THE PERFORMANCE OF THE FACILITIES IN THIS PROJECT.

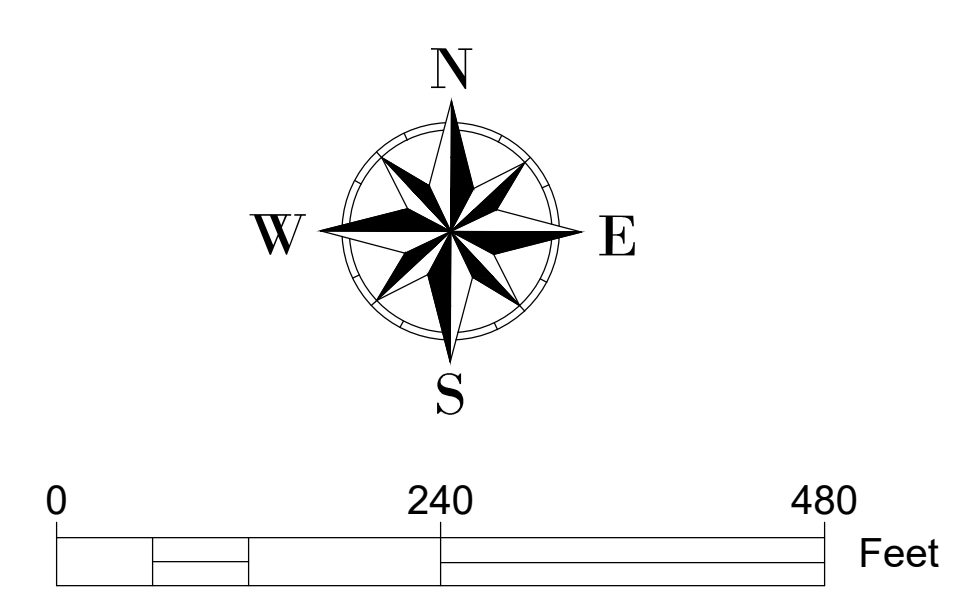
An aerial photograph of the Santa Fe region in New Mexico. The city of Santa Fe is visible in the center, surrounded by a mix of urban development and green fields. To the left, there are large, arid mountains. A yellow line, likely representing a proposed road or boundary, runs diagonally across the map. A black star and a blue star are marked near the center of the map, close to the city of Santa Fe. The map also shows various smaller towns and geographical features like rivers and mountains.

SHEET INDEX

TITLE PAGE	TITLE
SHEET INDEX	INDEX
PHASE PLAN	PHASE
OVERALL SITE PLAN	1.0
OVERALL UTILITY PLAN	1.1
OVERALL STORM WATER PLAN	1.2
SIGNAGE PLAN	1.3
PLAN AND PROFILE	PP-1 THRU PP-4
DETAILS	D1.1-D1.2

CONTACT: JOE SANTOS

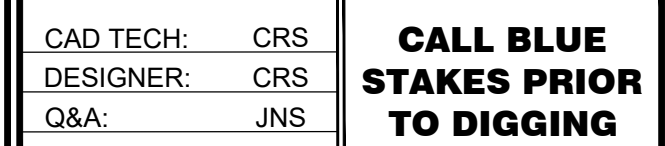




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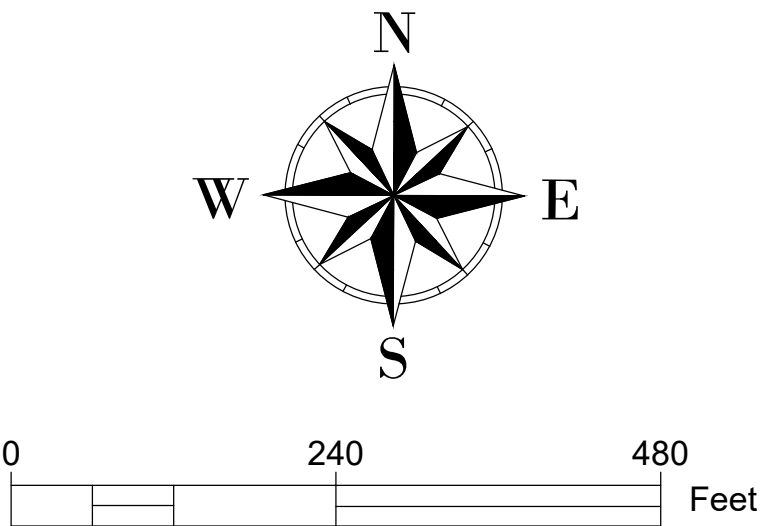
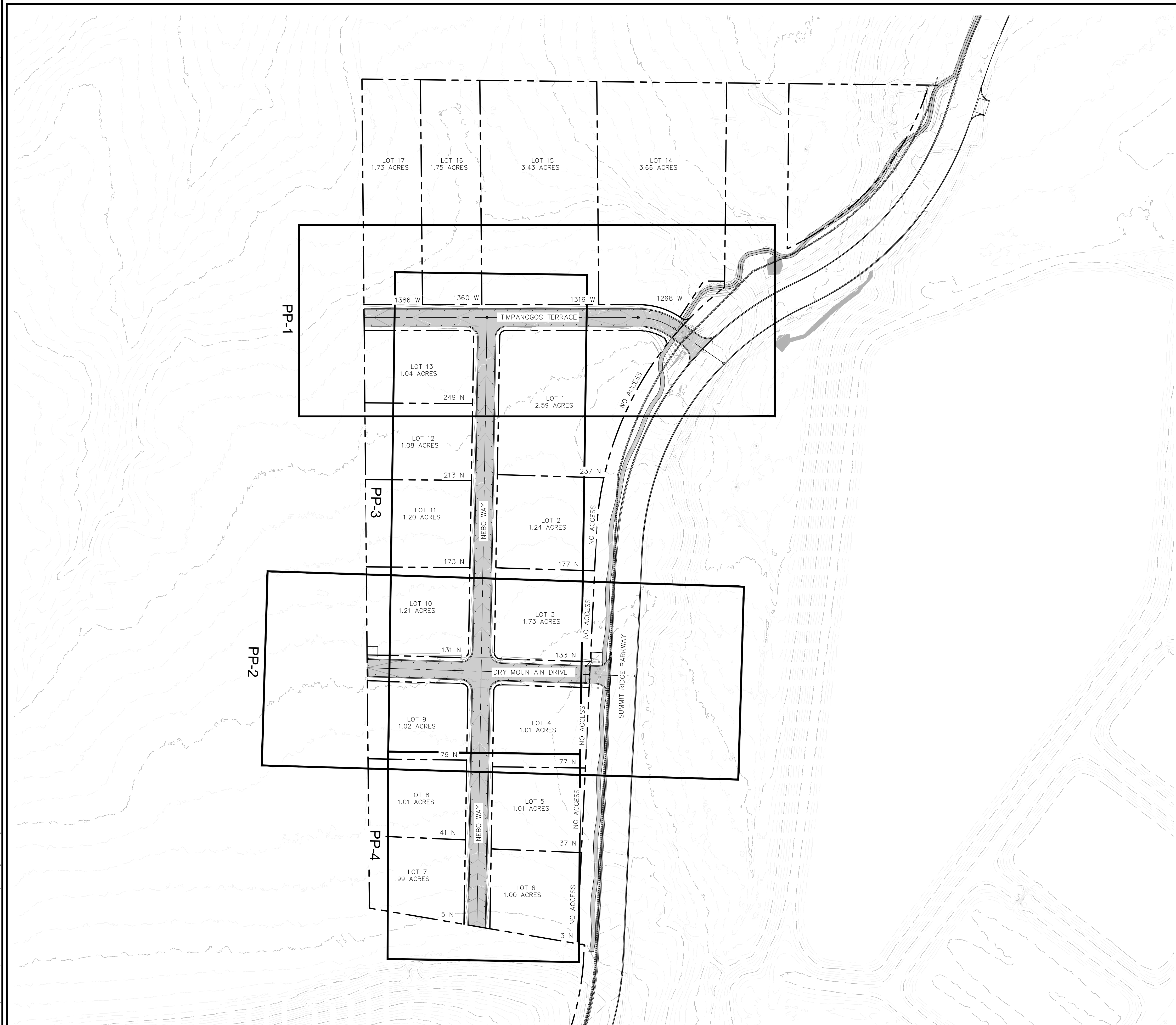
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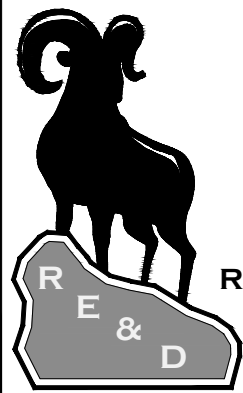


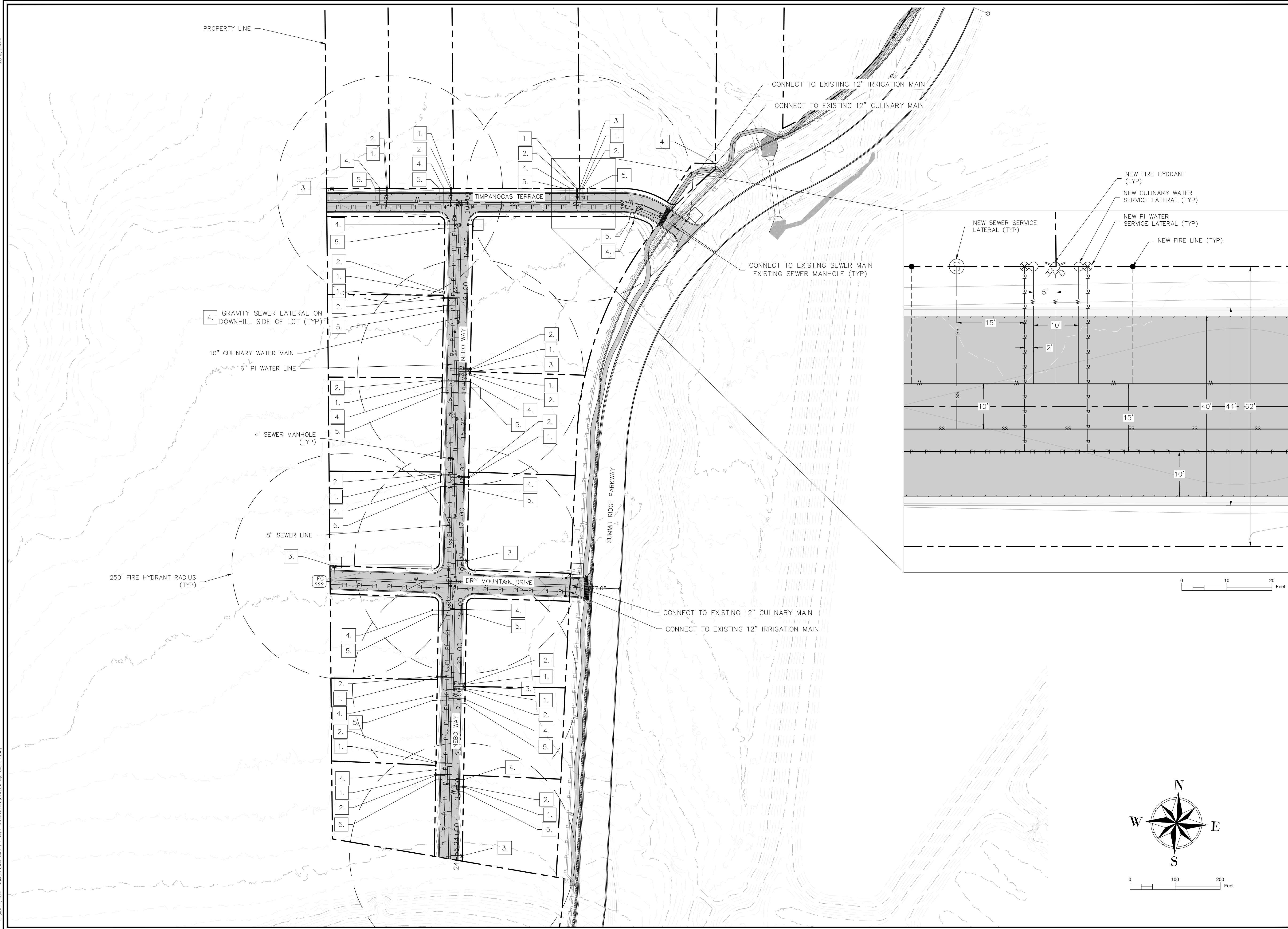
**SANTAQUIN PEAKS
INDUSTRIAL PARK**

OVERALL SITE

REVIEW SET 5/3/23	SHEET NUMBER 1.0
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SHEET NOTES	
1.	
SHEET LEGEND	
PLAN REVISIONS	
A.	
 RIMROCK ENGINEERING & DEVELOPMENT	
CAD TECH: CRS DESIGNER: CRS Q&A: JNS	CALL BLUE STAKES PRIOR TO DIGGING
PROJECT NAME	
SANTAQUIN PEAKS INDUSTRIAL PARK	
SHEET NAME	
INDEX	
PLAN SUBMITTAL:	PRELIMINARY
REVIEW SET 5/3/23	SHEET NUMBER INDEX



SHEET NOTES

1. THE DEVELOPER AND GENERAL CONTRACTOR UNDERSTAND THAT IT IS HIS/HER RESPONSIBILITY TO ENSURE THAT ALL IMPROVEMENTS INSTALLED WITHIN THIS DEVELOPMENT ARE CONSTRUCTED IN FULL COMPLIANCE WITH ALL STATE AND SANTAQUIN CITY CODES, ORDINANCES AND STANDARDS. THESE PLANS ARE NOT ALL INCLUSIVE OF ALL MINIMUM CODES, ORDINANCES AND STANDARDS. THIS FACT DOES NOT RELIEVE THE DEVELOPER OR GENERAL CONTRACTOR FROM FULL COMPLIANCE WITH ALL MINIMUM STATE AND SANTAQUIN CITY CODES, ORDINANCES AND STANDARDS.
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SHEET LEGEND

1. SINGLE WATER METER
 2. PRESSURE IRRIGATION METER
 3. FIRE HYDRANT
 4. GRAVITY SEWER SERVICE LATERAL
 5. FIRE LINE
- NEW CULINARY WATER —w—
NEW PI WATER —PI—PI—PI—
NEW SEWER —SS—
NEW FIRE LINE - - - - -

PLAN REVISIONS

A.	



RIMROCK
ENGINEERING &
DEVELOPMENT

CAD TECH: CRS
DESIGNER: CRS
Q&A: JNS

**CALL BLUE
STAKES PRIOR
TO DIGGING**

PROJECT NAME

**SANTAQUIN PEAKS
INDUSTRIAL PARK**

SHEET NAME

**OVERALL UTILITY
PLAN**

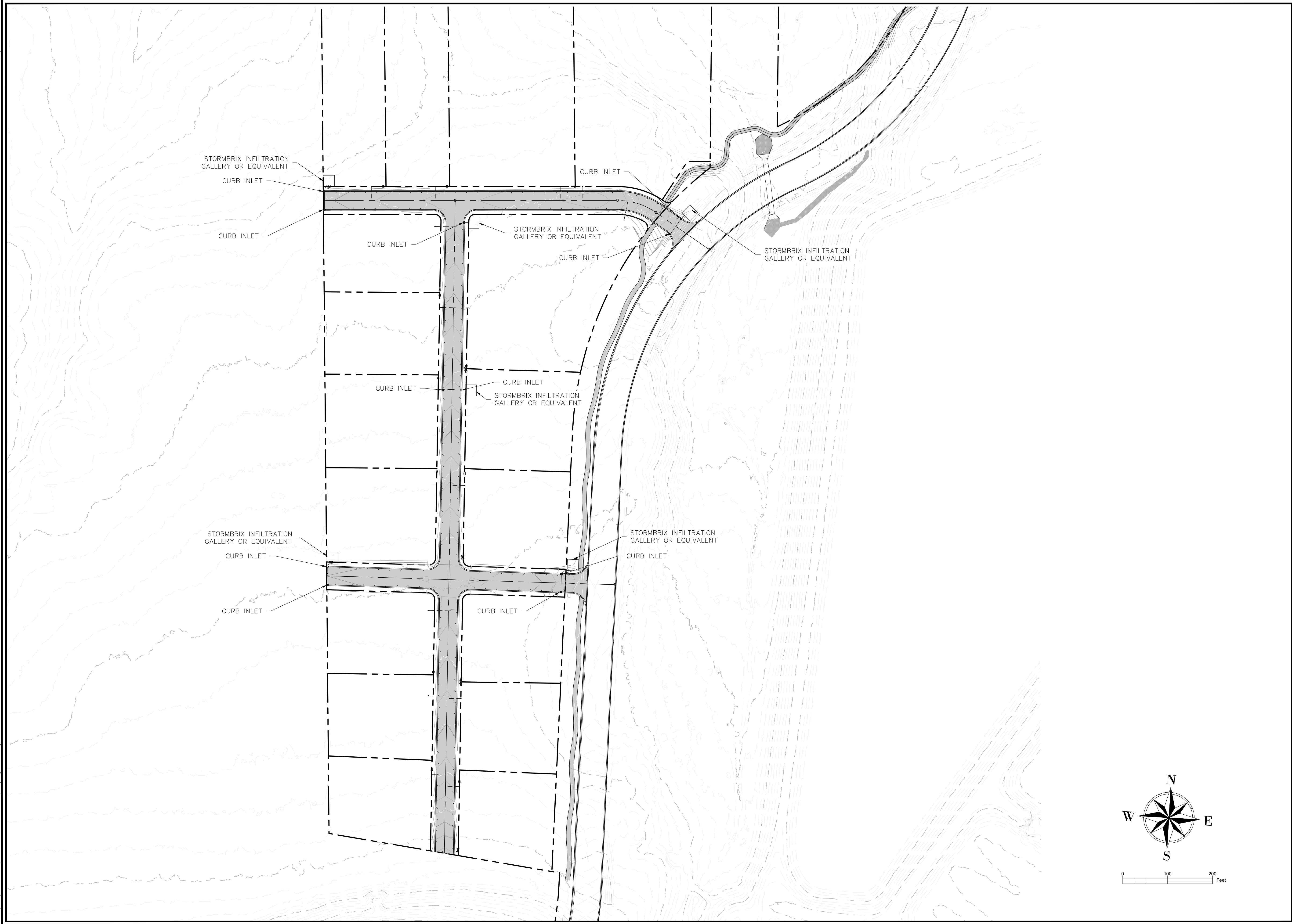
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REVIEW SET
5/3/23

SHEET NUMBER
1.1

5/3/2023

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SHEET NOTES

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SHEET LEGEND

PLAN REVISIONS

A.	



RIMROCK
ENGINEERING &
DEVELOPMENT

CAD TECH: CRS
DESIGNER: CRS
Q&A: JNS

**CALL BLUE
STAKES PRIOR
TO DIGGING**

PROJECT NAME

**SANTAQUIN PEAKS
INDUSTRIAL PARK**

SHEET NAME

**OVERALL STORMWATER
PLAN**

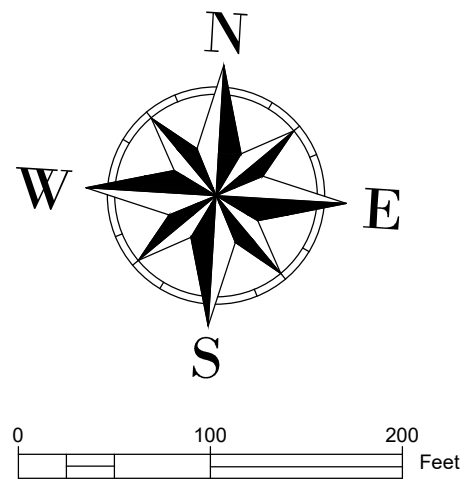
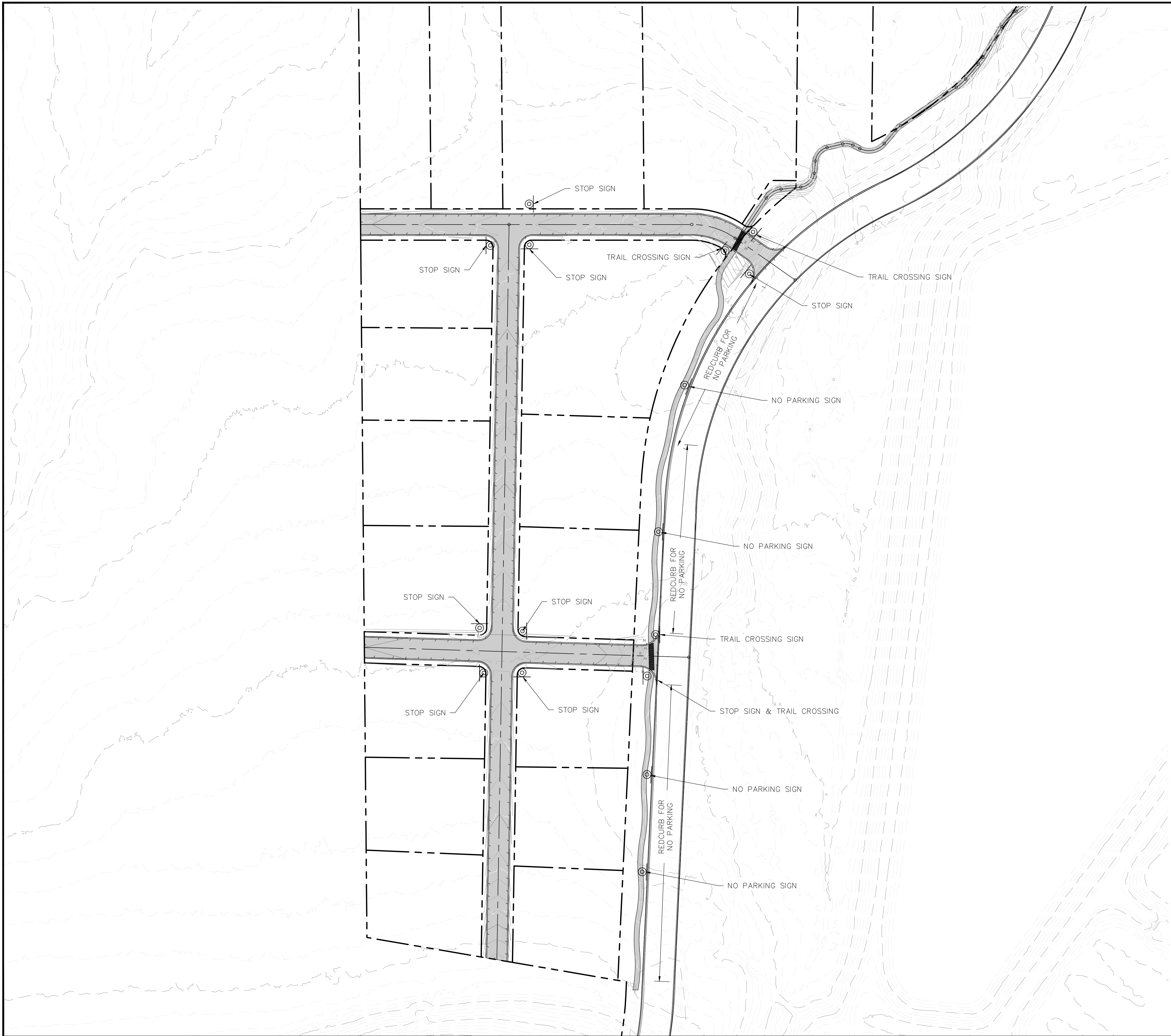
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**REVIEW SET
5/3/23**

SHEET NUMBER
1.2

5/3/2023

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SHEET NOTES

SHEET LEGEND

PLAN REVISIONS

A.	



RIMROCK
ENGINEERING &
DEVELOPMENT

CAD TECH: CRS
DESIGNER: CRS
Q&A: JNS

**CALL BLUE
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TO DIGGING**

PROJECT NAME

**SANTAQUIN PEAKS
INDUSTRIAL PARK**

SHEET NAME

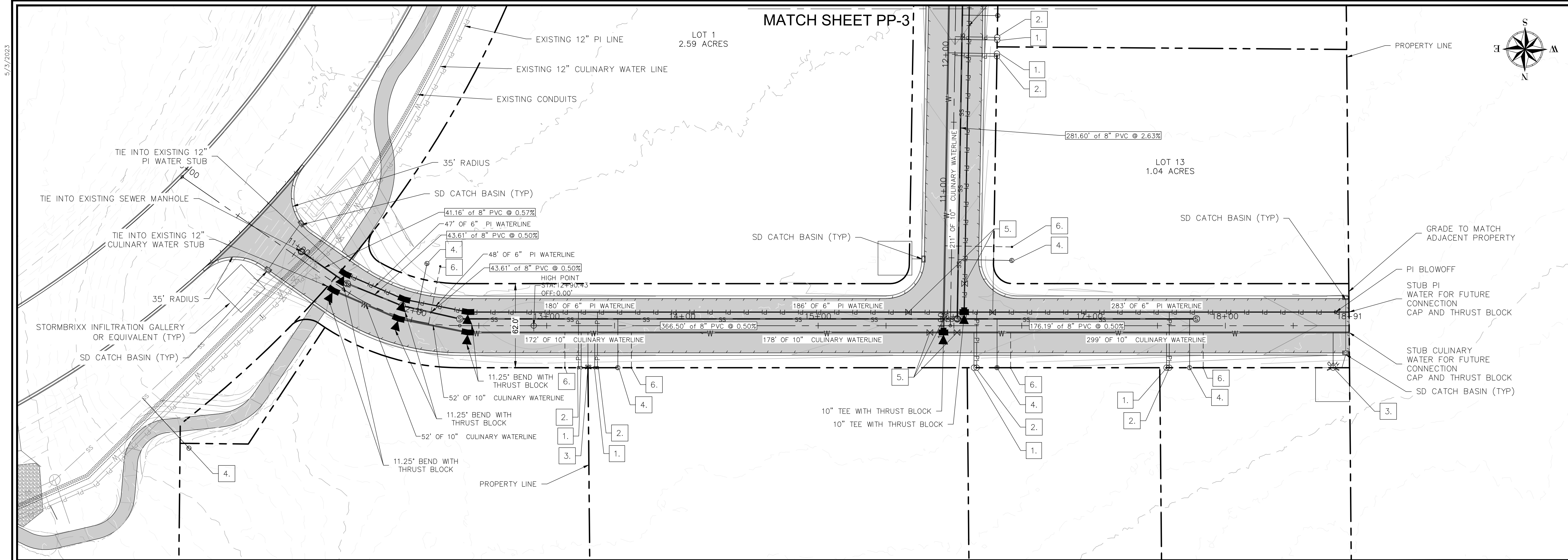
SIGNAGE PLAN

PLAN SUBMITTAL: PRELIMINARY

**REVIEW SET
5/3/23**

SHEET NUMBER
1.3

5/3/2023



SHEET NOTES

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SHEET LEGEND

1. SINGLE WATER METER
2. PRESSURE IRRIGATION METER
3. FIRE HYDRANT
4. GRAVITY SEWER SERVICE LATERAL
5. GATE VALVE
6. FIRE LINE

NEW CULINARY WATER

NEW PI WATER

NEW SEWER

PLAN REVISIONS

A.	



CAD TECH: CRS

DESIGNER: CRS

Q&A: JNS

CALL BLUE STAKES PRIOR TO DIGGING

PROJECT NAME

SANTAQUIN PEAKS INDUSTRIAL PARK

SHEET NAME

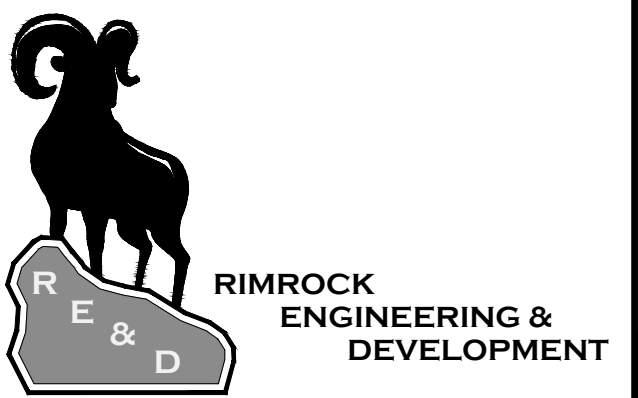
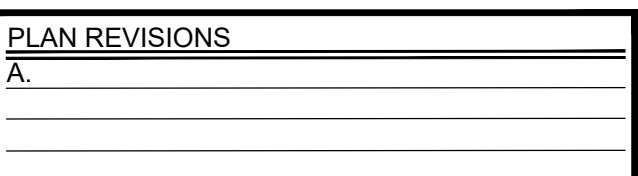
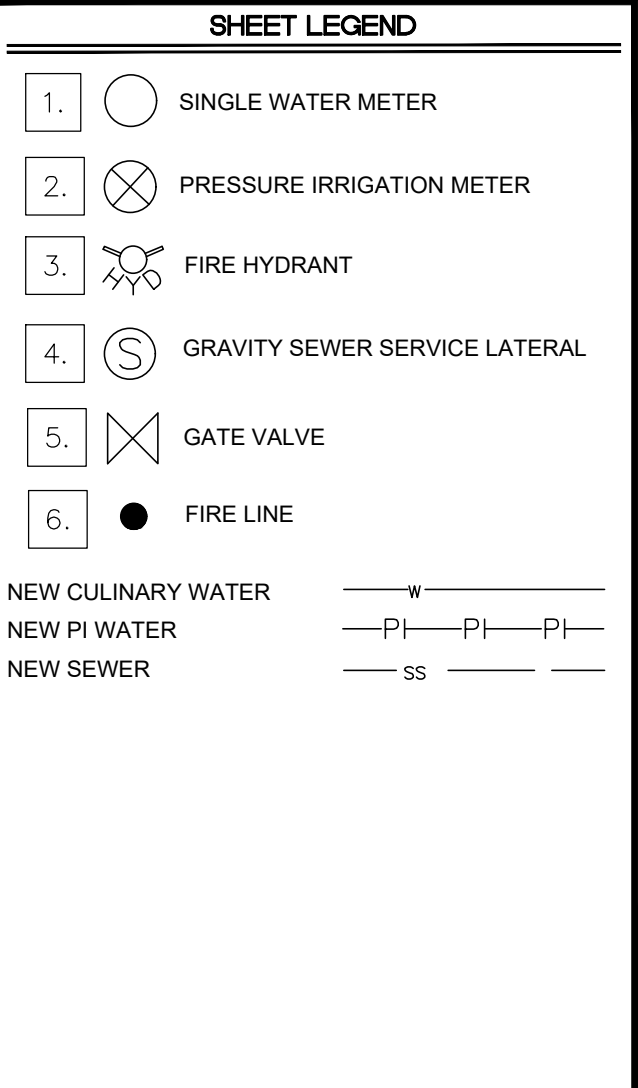
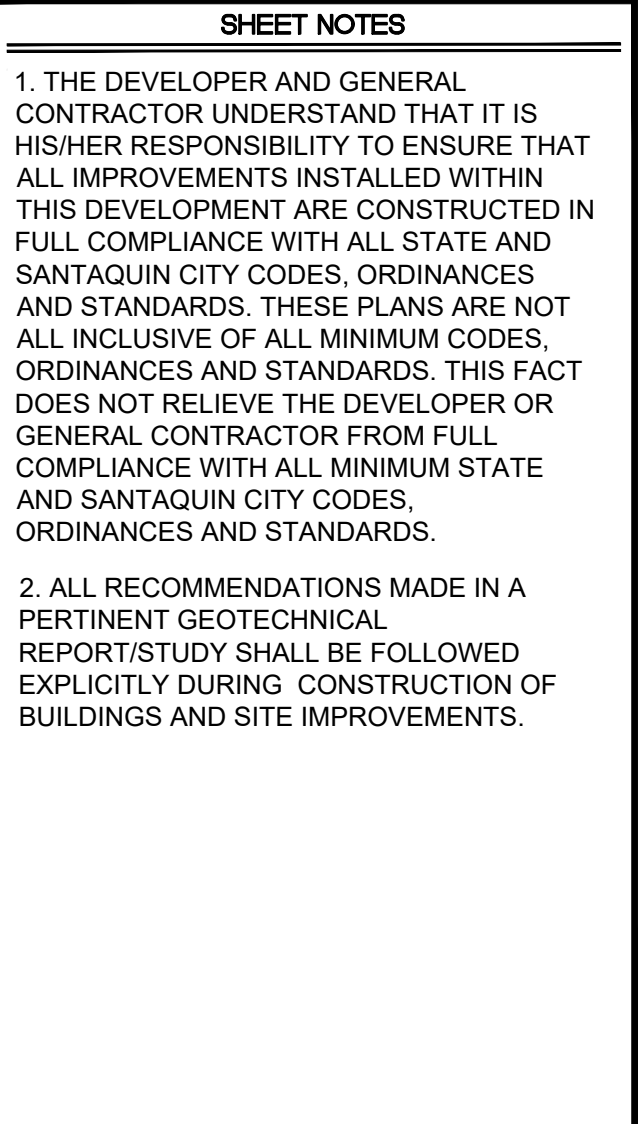
PLAN AND PROFILE

PLAN SUBMITTAL: PRELIMINARY

REVIEW SET
5/3/23

SHEET NUMBER
PP-1

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DESIGNER:	CRS	
Q&A:	JNS	

PROJECT NAME

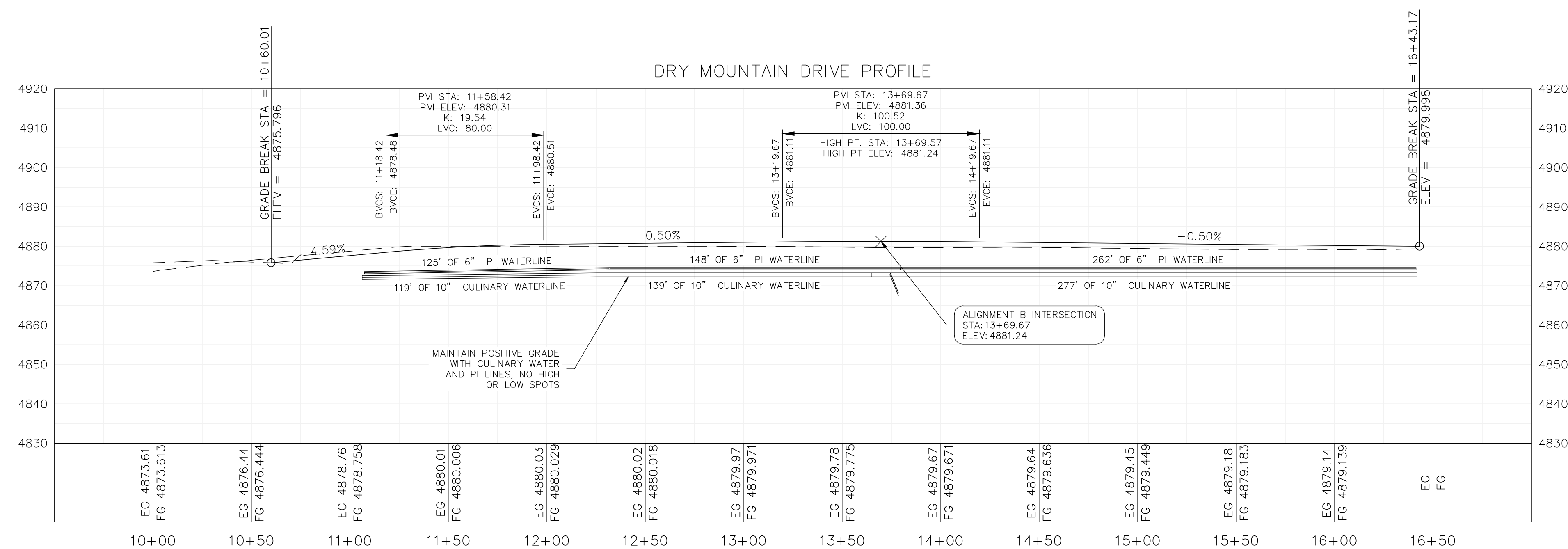
**SANTAQUIN PEAKS
INDUSTRIAL PARK**

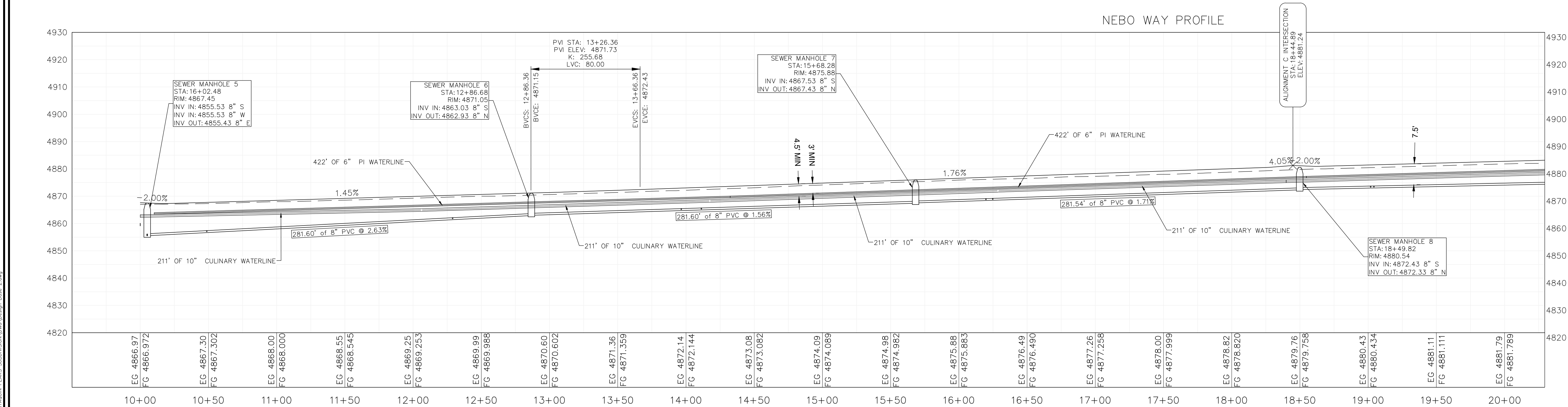
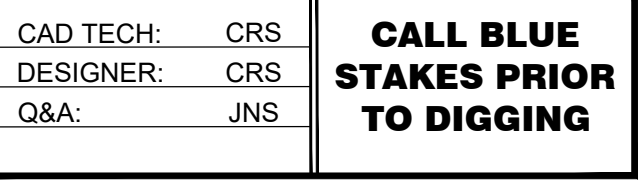
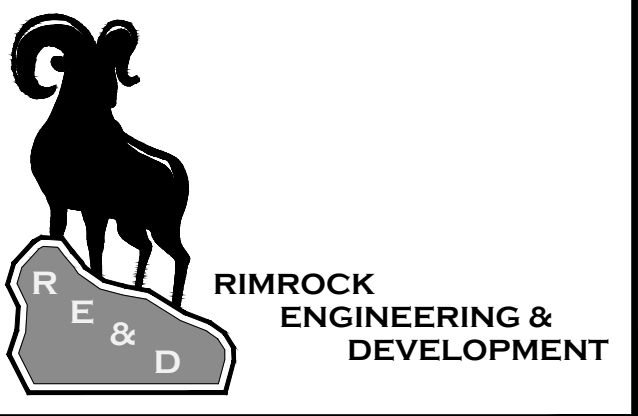
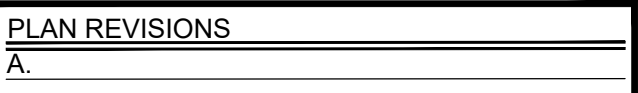
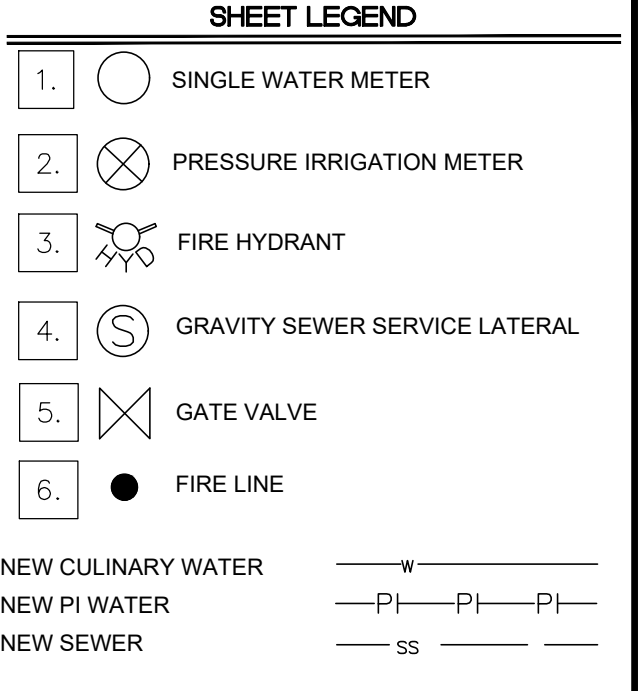
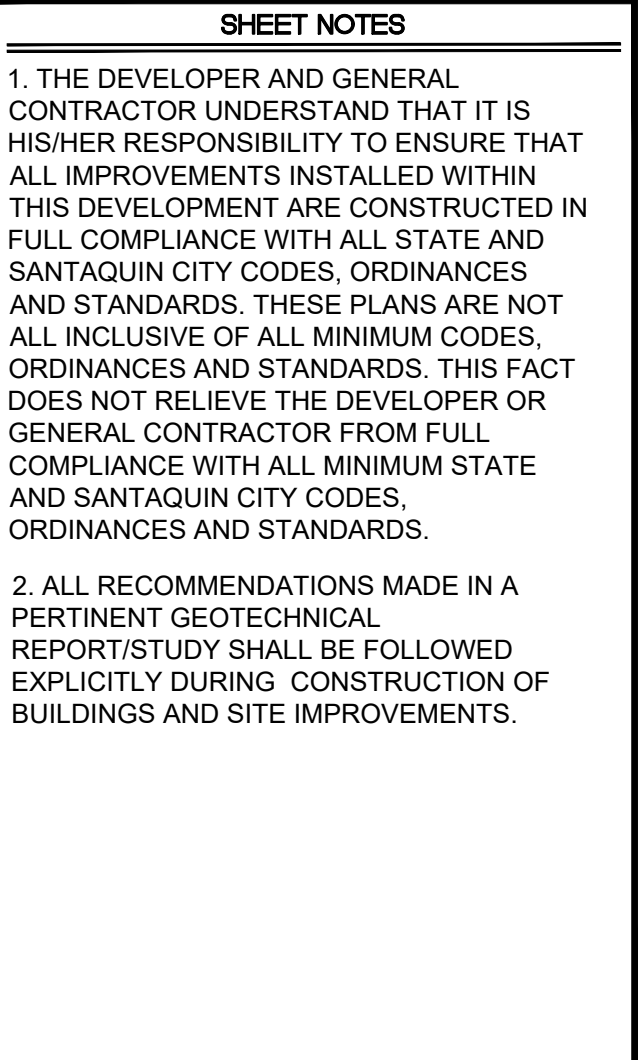
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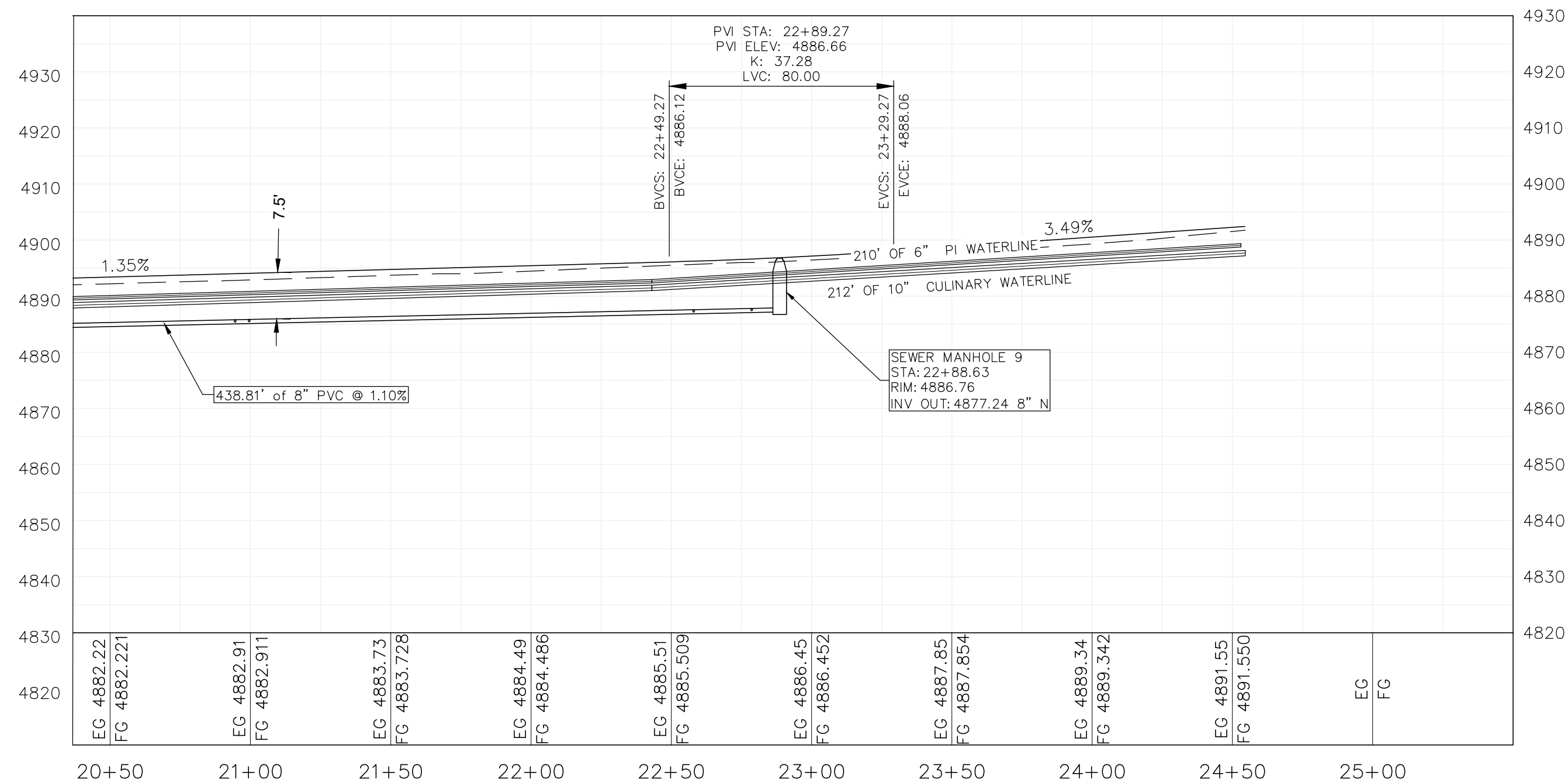
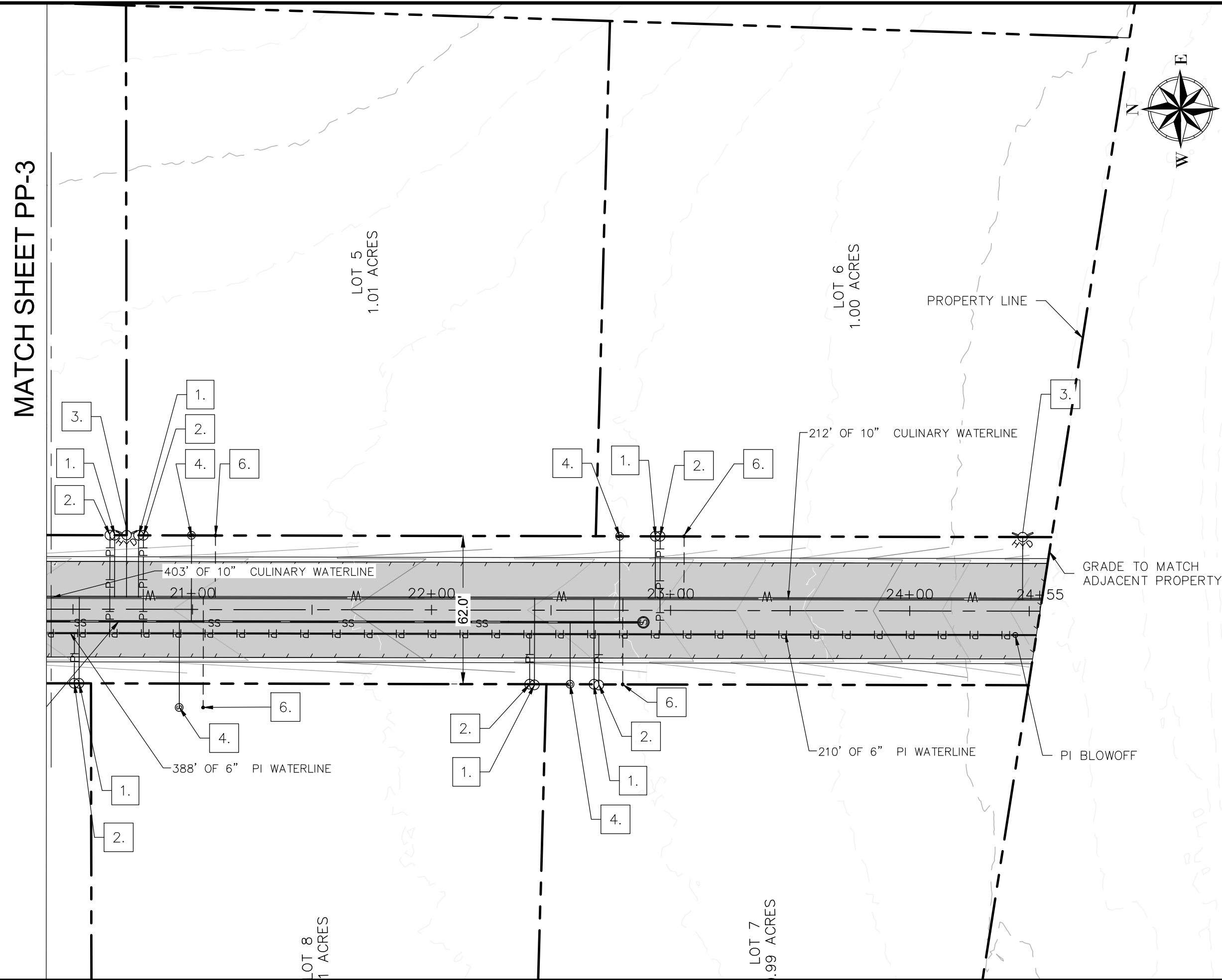
PLAN AND PROFILE

PLAN SUBMITTAL: PRELIMINARY

REVIEW SET 5/3/23	SHEET NUMBER PP-2
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SHEET NOTES

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SHEET LEGEND

1. SINGLE WATER METER
 2. PRESSURE IRRIGATION METER
 3. FIRE HYDRANT
 4. GRAVITY SEWER SERVICE LATERAL
 5. GATE VALVE
- NEW CULINARY WATER — W —
- NEW PI WATER — PI — PI — PI —
- NEW SEWER — SS —

PLAN REVISIONS

A.



RIMROCK
ENGINEERING &
DEVELOPMENT

CAD TECH: CRS
DESIGNER: CRS
Q&A: JNS

**CALL BLUE
STAKES PRIOR
TO DIGGING**

PROJECT NAME

**SANTAQUIN PEAKS
INDUSTRIAL PARK**

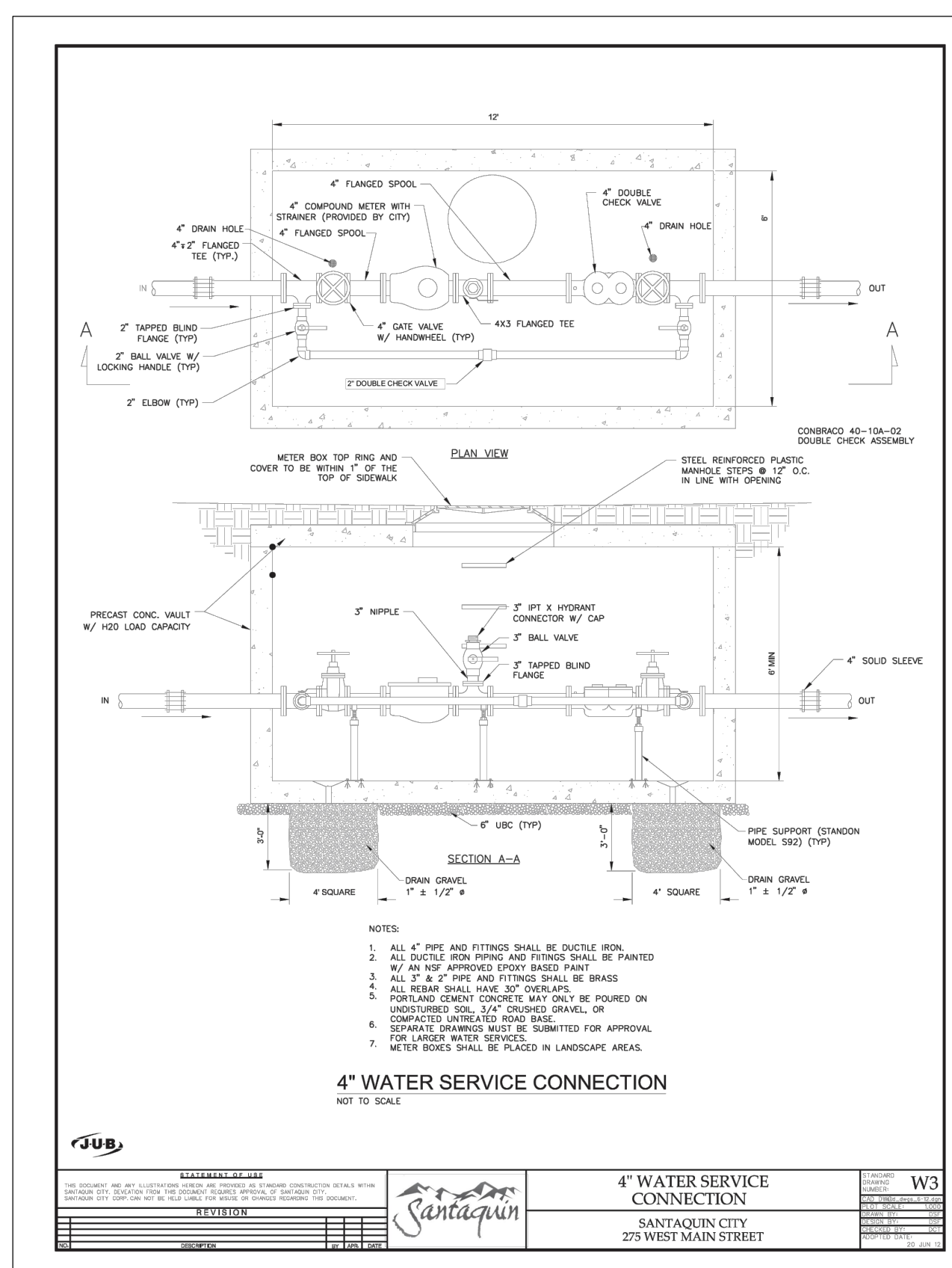
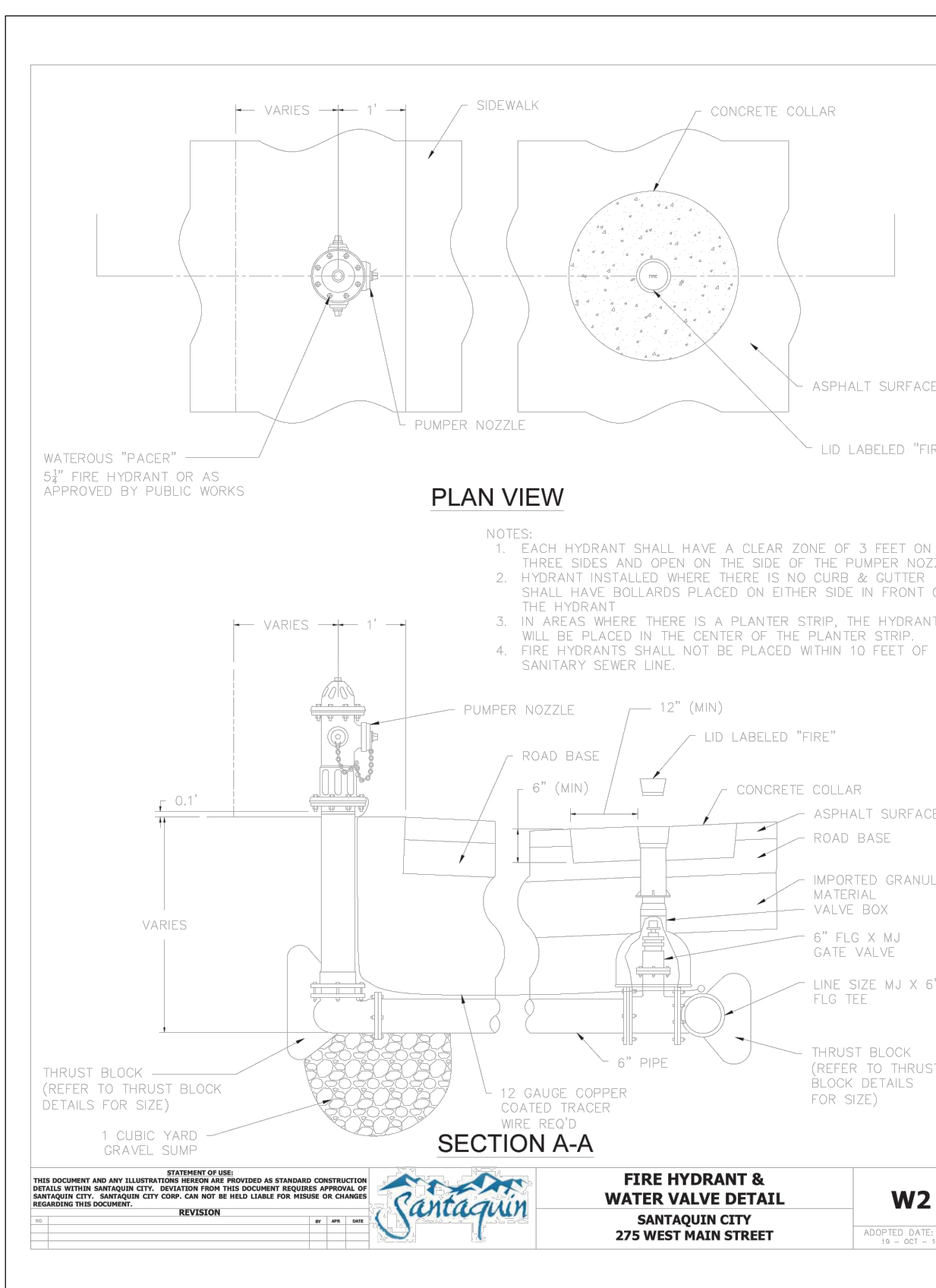
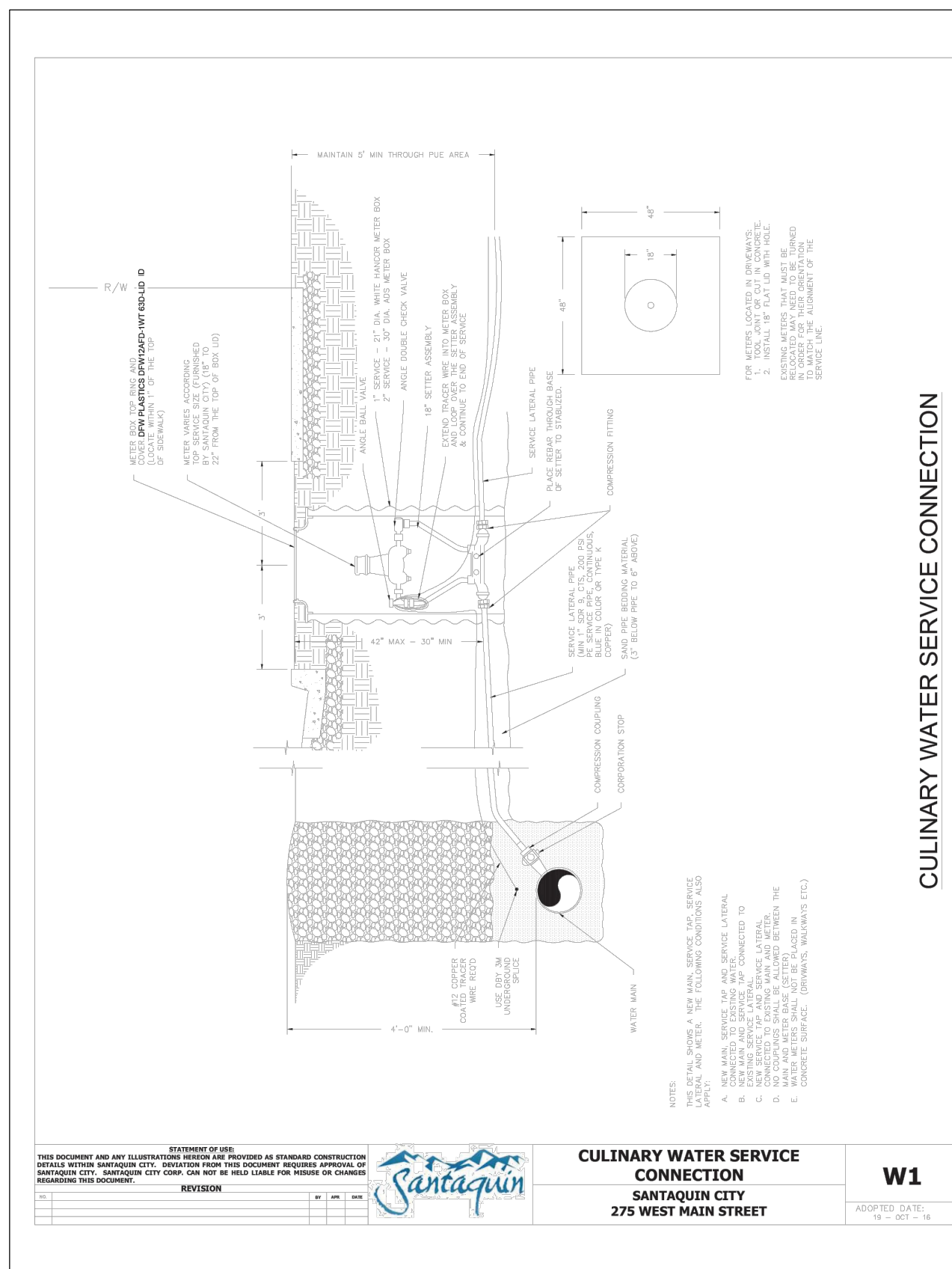
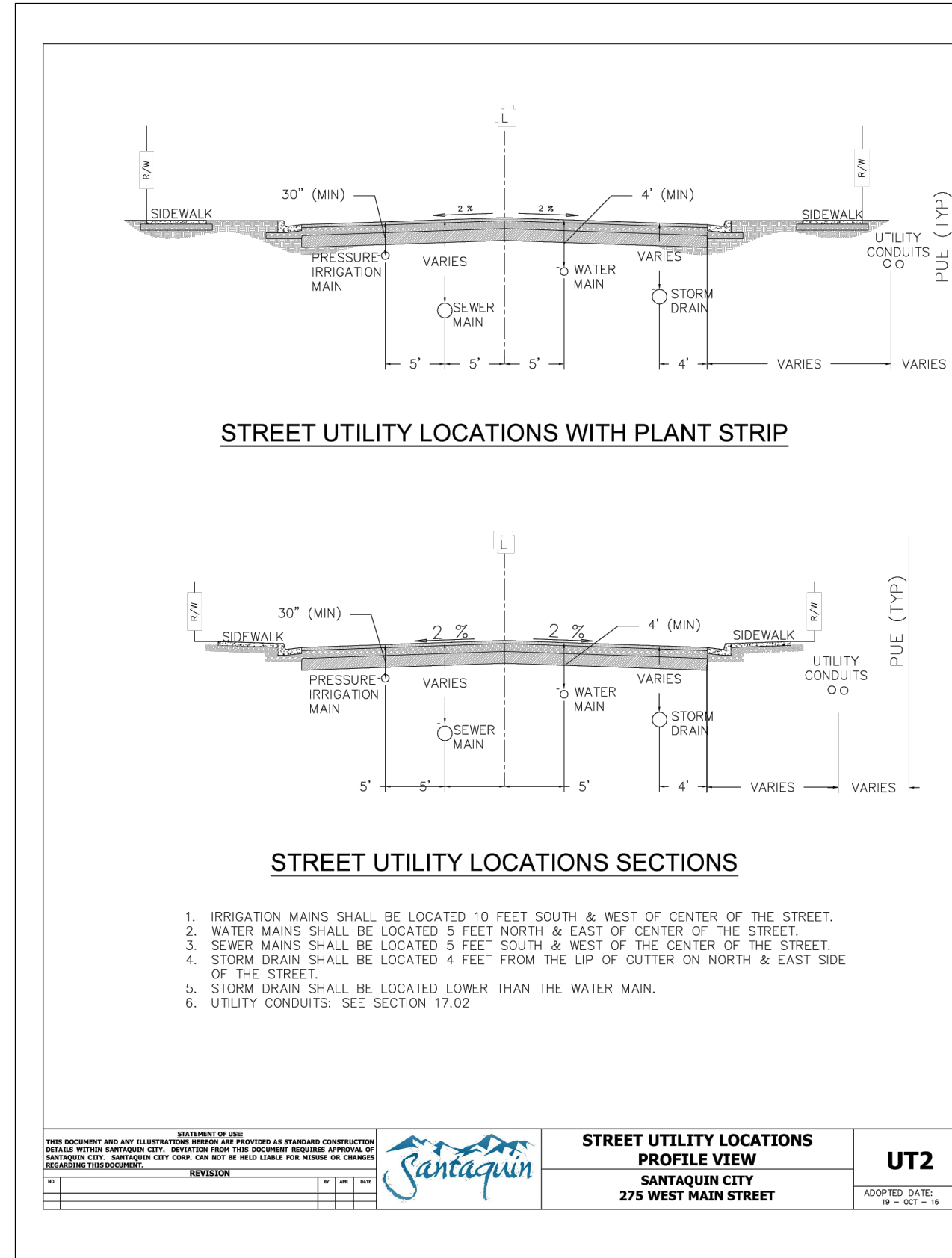
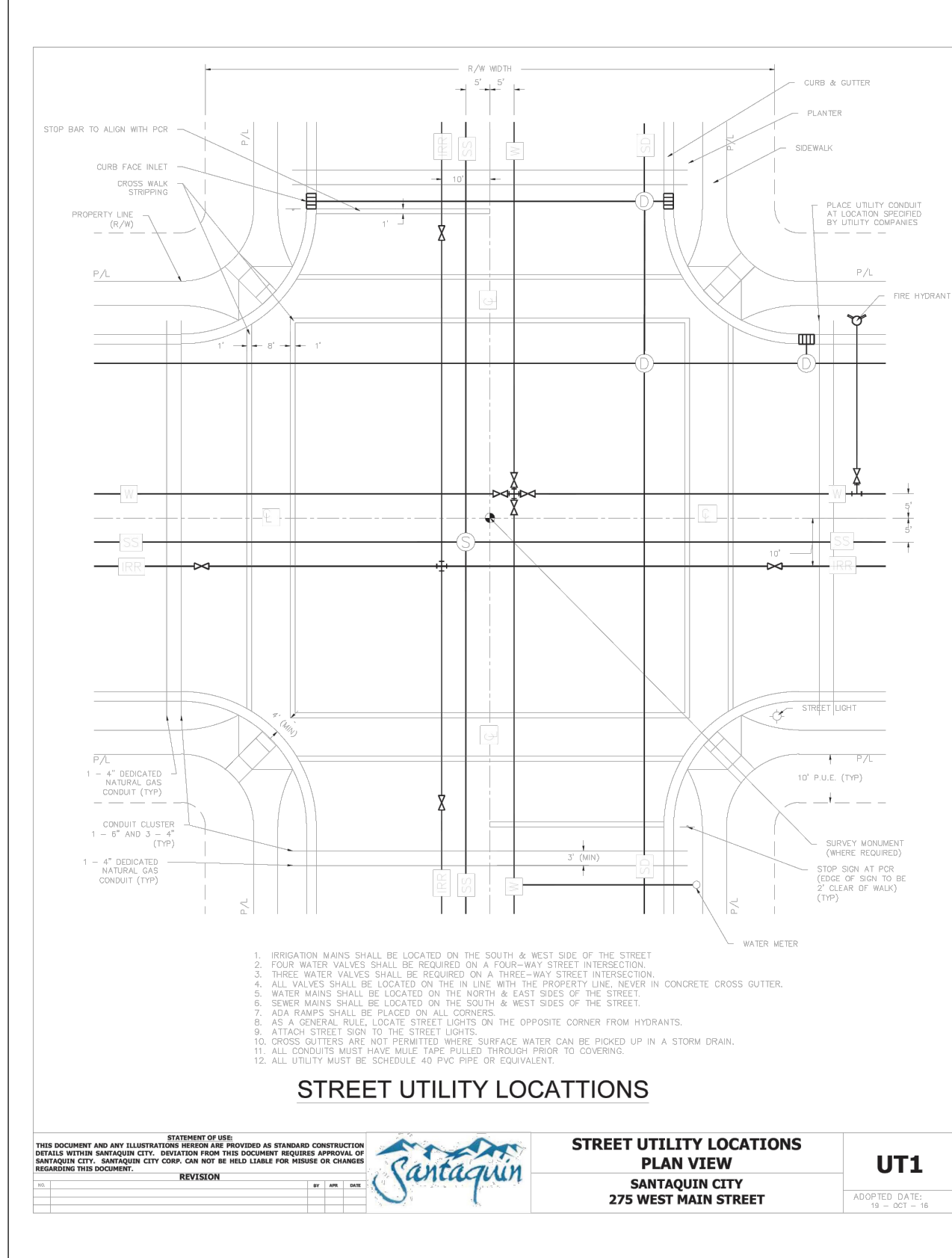
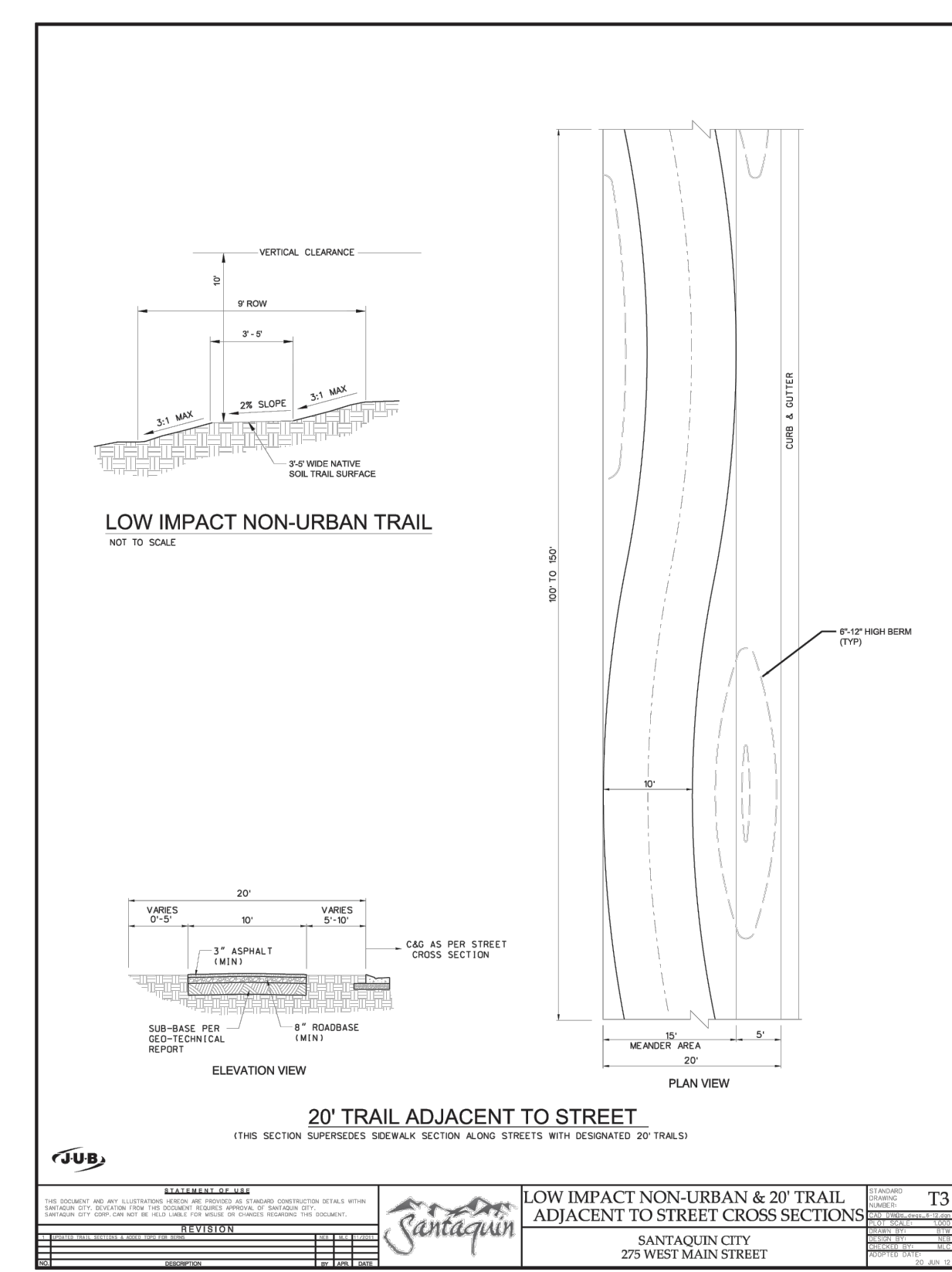
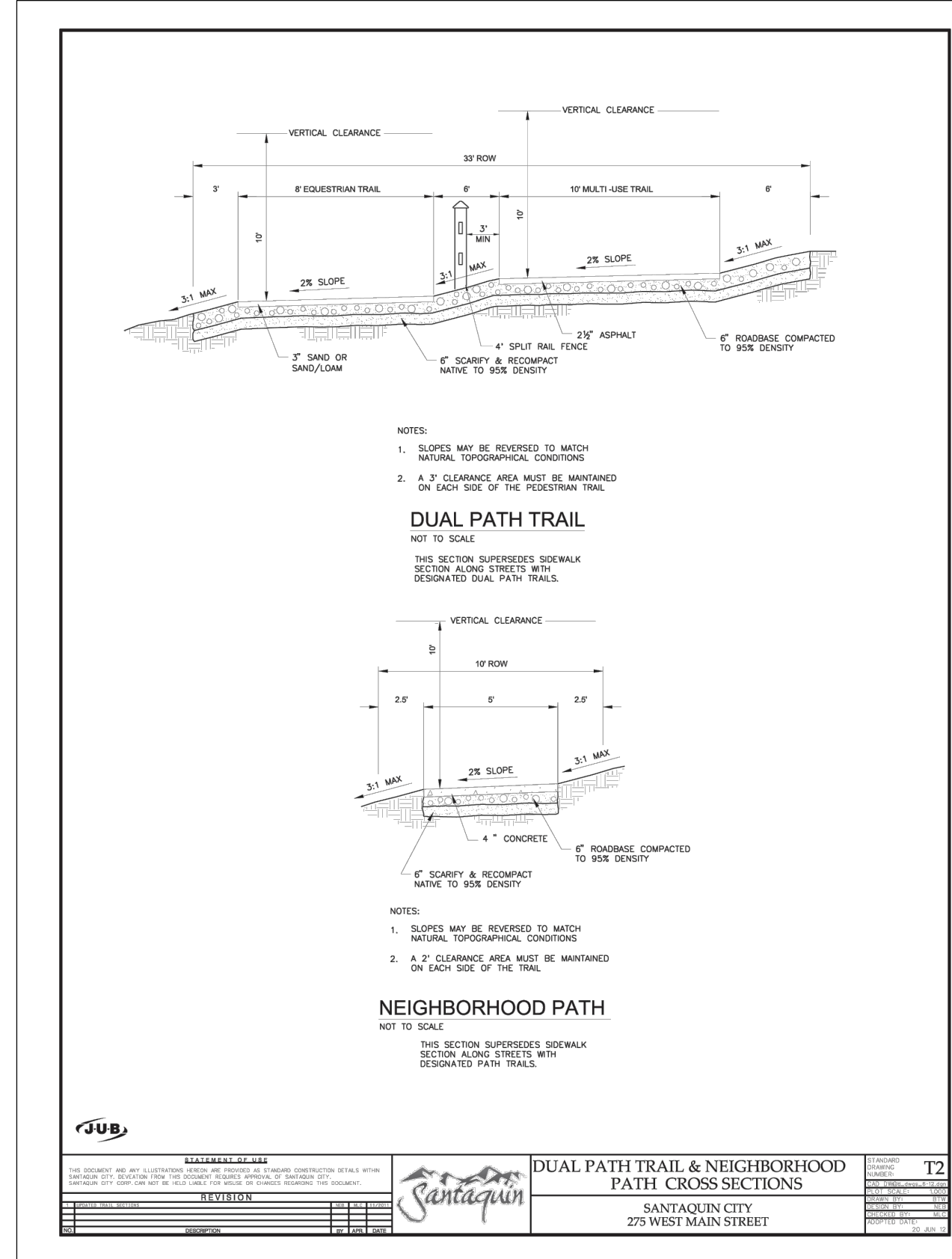
SHEET NAME

PLAN AND PROFILE

PLAN SUBMITTAL: PRELIMINARY

REVIEW SET
5/3/23

SHEET NUMBER
PP-4



SHEET NOTES

SHEET LEGEND

PLAN REVISIONS

A.



CAD TECH: CRS
DESIGNER: CRS
Q&A: JNS

**CALL BLUE
STAKES PRIOR
TO DIGGING**

PROJECT NAME

**SANTAQUIN PEAKS
INDUSTRIAL PARK**

SHEET NAME

DETAILS

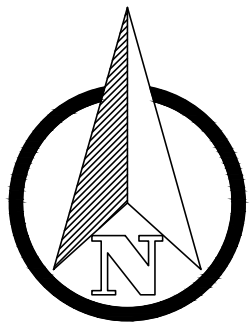
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5/3/23**

**SHEET NUMBER
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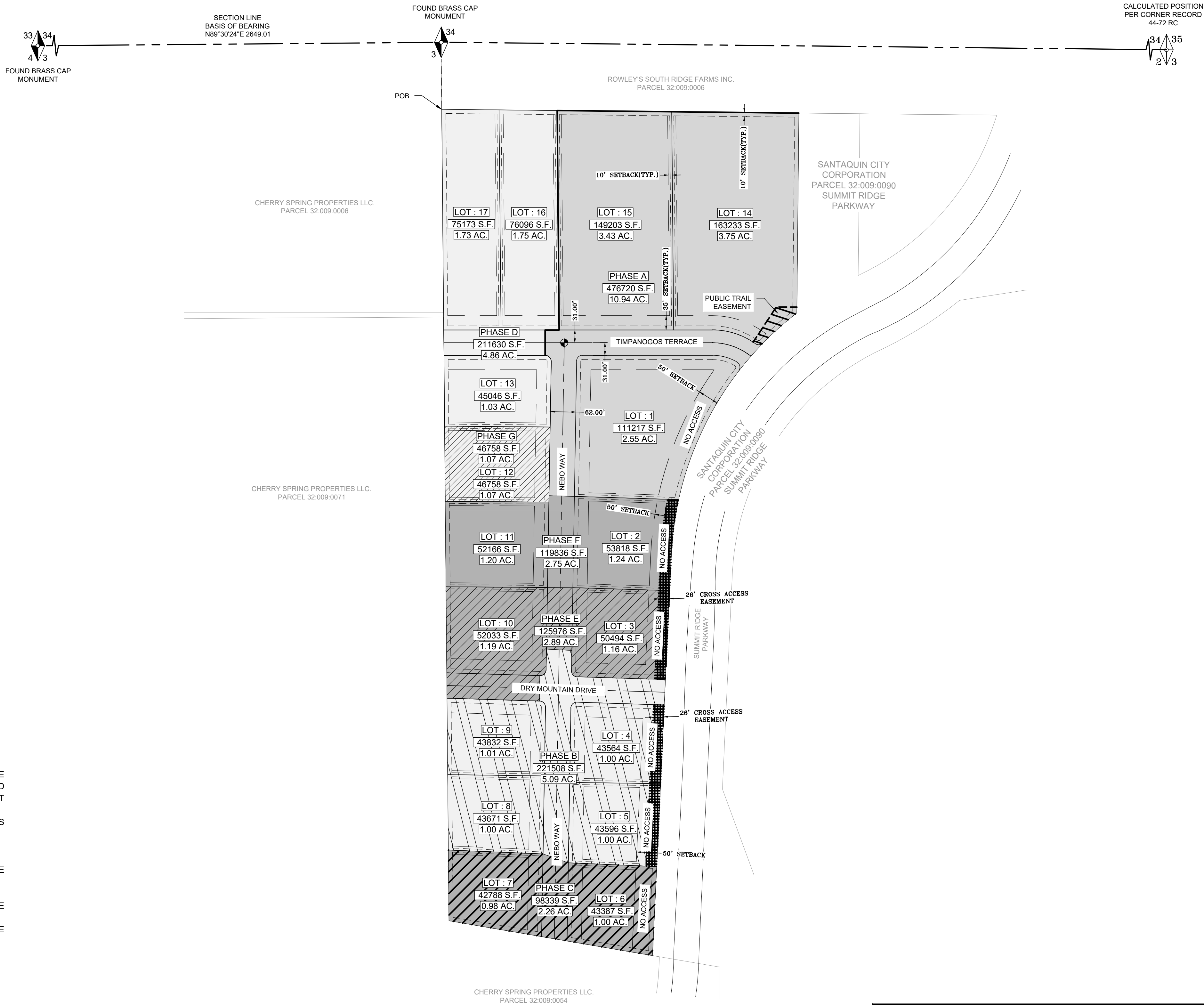
5/3/2023

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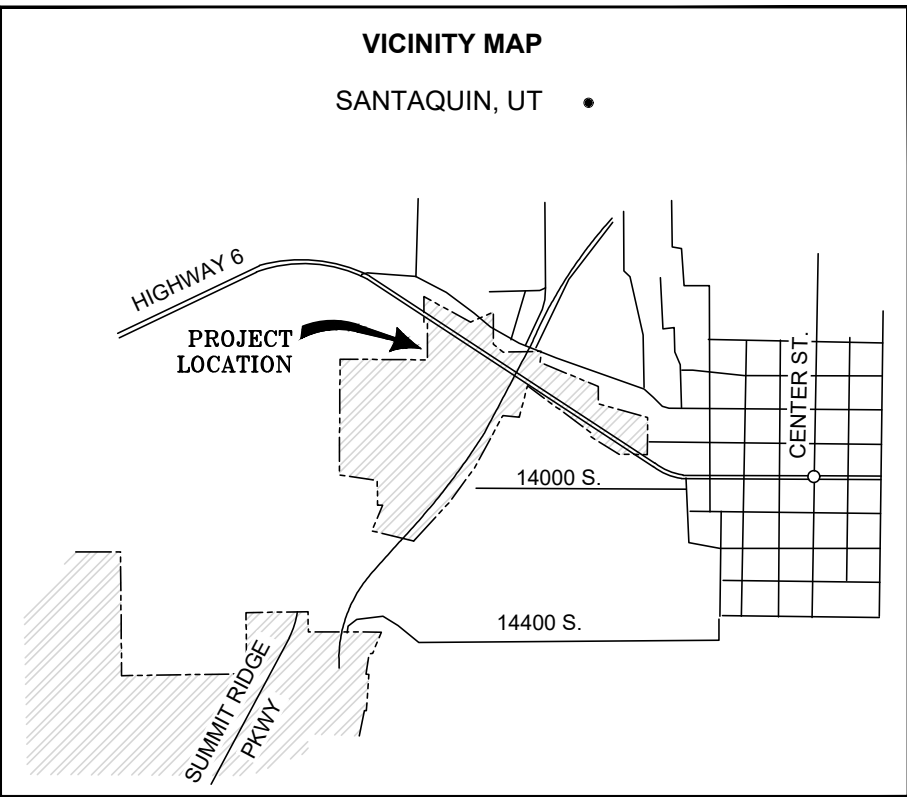
SANTAQUIN PEAKS INDUSTRIAL PARK PHASING PLAN

LOCATED IN THE:
SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 1 EAST AND
THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 10 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN,
UTAH COUNTY, UTAH



GENERAL PLAT NOTES

- ALL LOTS WITHIN SANTAQUIN PEAKS INDUSTRIAL PARK SUBDIVISION ARE SUBJECT TO 10' PUBLIC UTILITY EASEMENTS (PUE) ON THE ALL FRONT AND REAR LOT LINES AND 5' PUBLIC UTILITY EASEMENTS (PUE) ON ALL SIDE LOT LINES, AS DEPICTED ON THIS PLAT.
- ACCESS FROM SUMMIT RIDGE PARKWAY IS PROHIBITED FOR ALL LOTS WITHIN THIS SUBDIVISION.
- LOT SETBACKS ARE AS FOLLOWS :
FRONT YARD: 35' MIN-FRONT YARD SETBACK FOR ALL BUILDINGS.
SIDE YARD: 10' FOR MAIN BUILDINGS UNLESS REDUCED AND THE REDUCTION IS MADE UP ON THE OPPOSITE SIDE.
REAR YARD: 10' REAR YARD FOR MAIN BUILDINGS.
LOTS 1-6: 50' SETBACK FROM THE RIGHT OF WAY OF SUMMIT RIDGE PARKWAY.
- LOT 1-6 MUST HAVE THE FRONT OF THE BUILDING ORIENTATED TO FACE SUMMIT RIDGE PARKWAY.



SECTION CORNER (FOUND)

SECTION LINE

BOUNDARY LINE

PARCEL LINE

SET MONUMENT (AS NOTED)

CENTERLINE MONUMENT

LEGEND

PHASE A (10.94 AC.)

PHASE D (5.93 AC.)

PHASE F (2.75 AC.)

PHASE G (1.07 AC.)

PHASE E (2.89 AC.)

PHASE B (5.09 AC.)

PHASE C (2.26 AC.)

26' CROSS ACCESS EASEMENT

SANTAQUIN PEAKS INDUSTRIAL PARK
PHASING PLAN

PROJECT NAME

SANTAQUIN PEAKS INDUSTRIAL PARK

1" = 150'

DRAWN: AP

CHECKED: JS

PROJECT # XXXXXX

DATE: 05/03/2023

SHEET NO: 1 OF 1

MEMORANDUM



To: Mayor Olson and City Council
From: Jason Bond, Assistant City Manager
Date: May 12, 2023
RE: **Shayne Ahlin Property Rezone Request**

Brad and Cliff Hales, with consent of Shayne Ahlin, is proposing to change the zoning of property located at approximately 685 N SR 198 (Parcel ID 30:091:0045) from the Residential Agriculture (R-Ag) zone to the I-1 Industrial zone. The area proposed to be rezoned is currently vacant and consists of approximately 4.38 acres.

A conceptual storage unit design has been provided to show a proposed use of the land if the rezone is approved (Attachment 2). This plan is the applicant's justification for why the proposed zone change should be approved and does not represent an actual project for review or approval.

This Planning Commission reviewed the proposal and made the following recommendation:

Commissioner Lance made a motion to forward a positive recommendation to the City Council on the Ahlin Property Rezone. Commissioner Romero seconded the motion.

Commissioner Wood, Yes; Commissioner Lance, Yes; Commissioner Hoffman, Absent; Commissioner McNeff, Absent; Commissioner Nixon, Absent; Commissioner Weight, Yes; Commissioner Romero, Yes. The vote was unanimously approved.

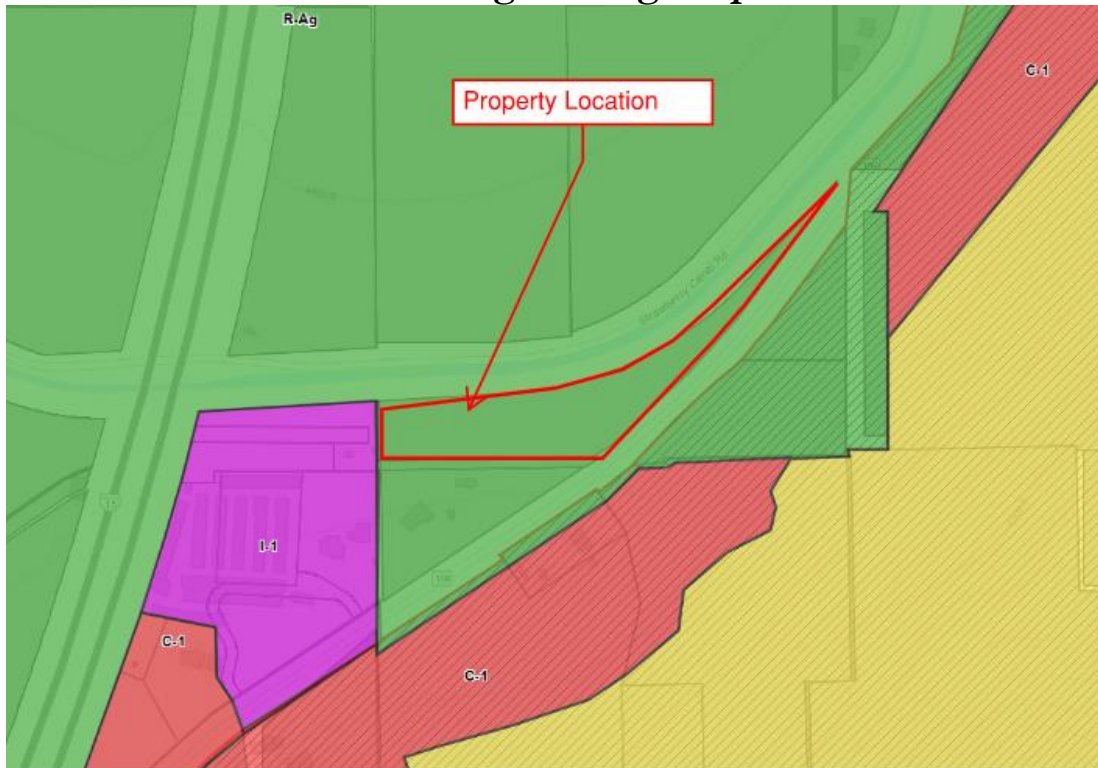
Staff recommends that if the rezone is acceptable to the City Council, an agreement be drafted and considered with the ordinance so that the applicant is held to what was presented to justify the rezone.

Recommended motion (if favorable of the rezone): "Motion to table the rezone of the Shayne Ahlin property until an agreement can be drafted to hold the applicant to the storage unit design that was presented."

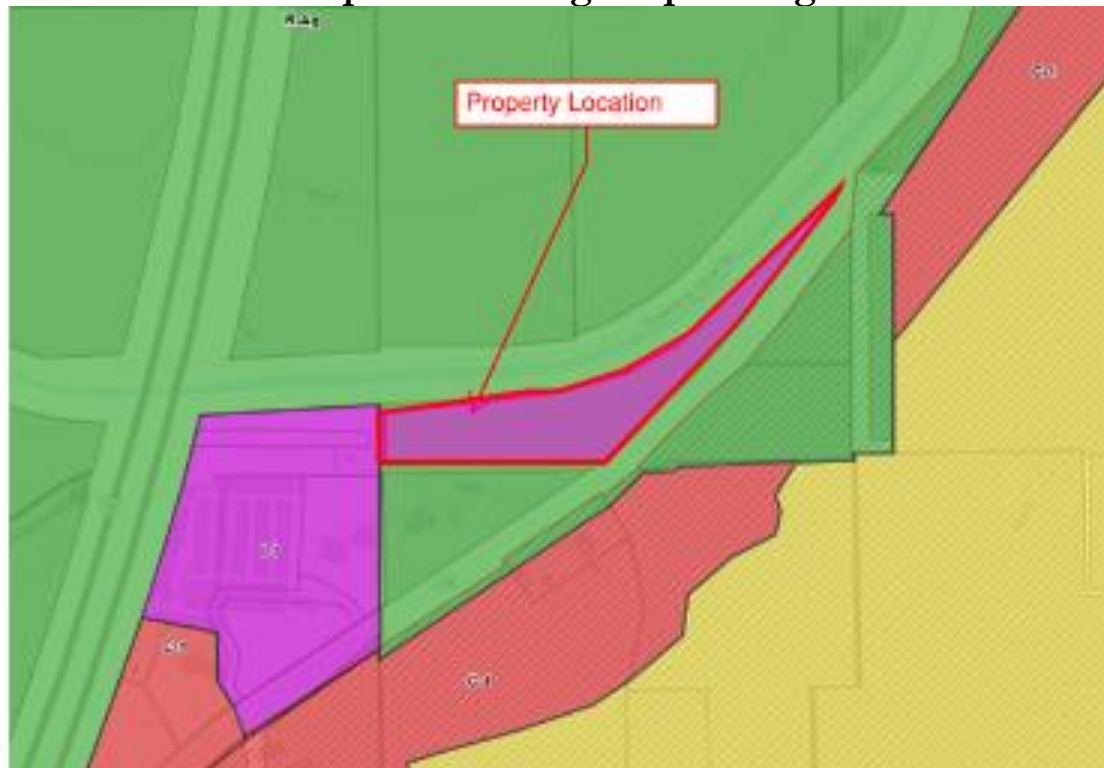
Attachments:

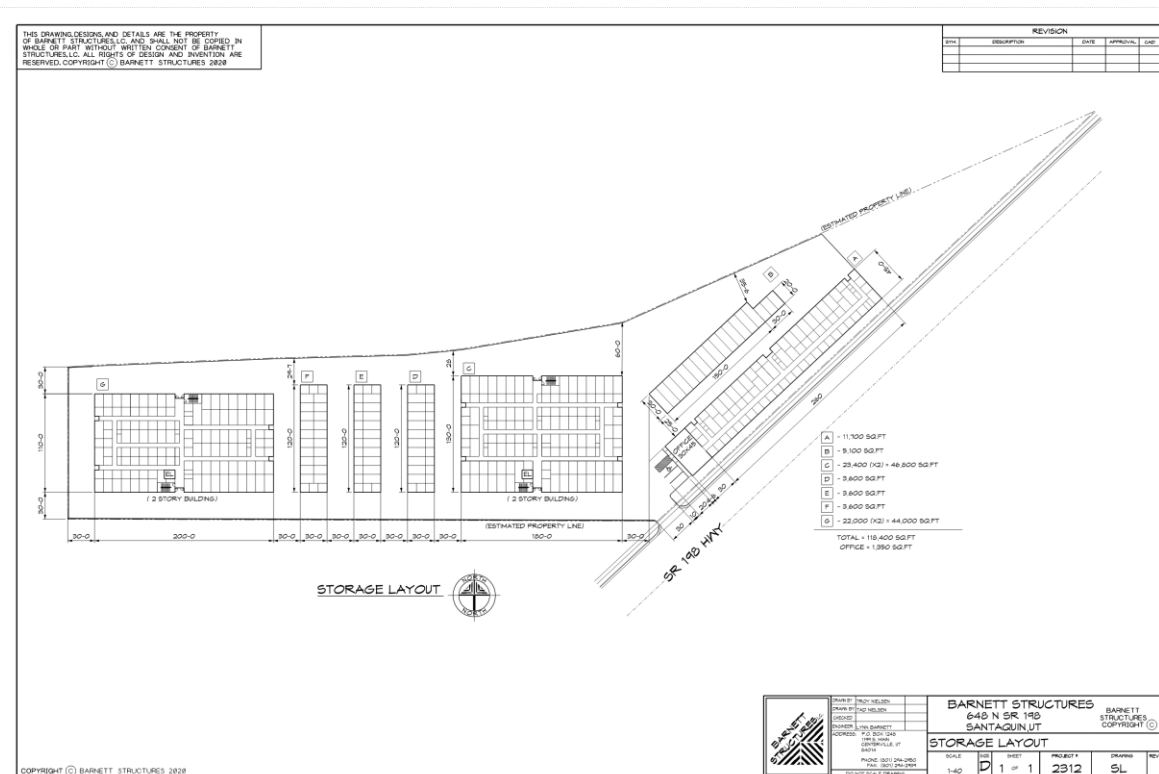
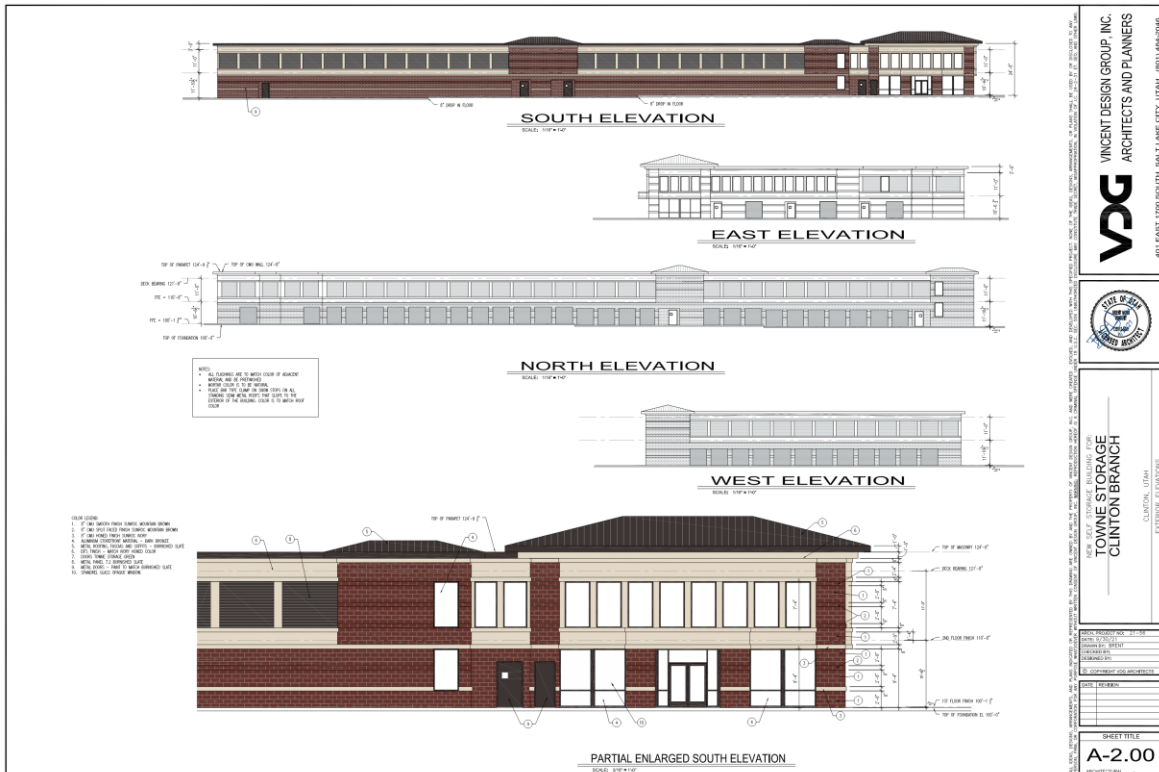
1. Existing and Proposed Zoning
2. Proposed Storage Unit Design and Owner Acknowledgment

Existing Zoning Map



Proposed Zoning Map Change





I Shayne Ahlin being the sole owner
of parcel # 30-091-0045 do hereby grant
Hales Land LLC permission to make application
for rezoning my property from R-AG to L1.

Shayne Ahlin 4/25/23

ORDINANCE NO. 05-04-2023

AN ORDINANCE AMENDING THE ZONING MAP OF SANTAQUIN CITY, MORE SPECIFICALLY, APPROVING THE REZONING OF APPROXIMATELY 4.38 ACRES FROM RESIDENTIAL AGRICULTURE (R-AG) ZONE TO I-1 INDUSTRIAL ZONE, PROVIDING 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, providing for the public safety, health, morals, and welfare; and

WHEREAS, the Santaquin City Planning Commission held a public hearing during their May 9, 2023 meeting, which hearing was preceded by the posting of public notice in at least three public places within the City limits of Santaquin City in accordance with Section 10-9a-205 of the Utah State Code; and

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

WHEREAS, the Santaquin City Council desires to amend the Official Zoning Map of Santaquin City, more specifically the rezoning of approximately 4.38 acres of property from Residential Agriculture Zone to I-1 Industrial Zone, which property is located at approximately 685 North State Road 198 (Parcel No. 30:091:0045).

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

Section I.

That the official zoning map of the City be amended such that approximately 4.38 acres of property from Residential Agriculture Zone to I-1 Industrial Zone as shown on the attached map labeled as Exhibit "A" and by this reference made part hereof.

Section II. Severability

If any part of this ordinance or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance or the application

thereof to other persons and circumstances, but shall be confined to its operation to the section, subdivision, sentence or part of the section and the persons and circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the City Council that this section would have been adopted if such invalid section, provisions, subdivision, sentence or part of a section or application had not been included.

Section V. Posting and Effective Date

This ordinance shall become effective at 5:00 p.m. on Wednesday, May 17, 2023. 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 16th day of May, 2023.

Daniel M. Olson, Mayor

Councilmember Art Adcock	Voted	___
Councilmember Elizabeth Montoya	Voted	___
Councilmember Lynn Mecham	Voted	___
Councilmember Jeff Siddoway	Voted	___
Councilmember David Hathaway	Voted	___

ATTEST:

Amalie Ottley, City Recorder

Exhibit A
(Santaquin City Zoning Map)

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, AMALIE R. OTTLEY, Deputy 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 16th day of May 2023, entitled

“AN ORDINANCE AMENDING THE ZONING MAP OF SANTAQUIN CITY, MORE SPECIFICALLY, APPROVING THE REZONING OF APPROXIMATELY 4.38 ACRES FROM RESIDENTIAL AGRICULTURE (R-AG) ZONE TO I-1 INDUSTRIAL ZONE, PROVIDING SEVERABILITY AND AN EFFECTIVE DATE FOR THE ORDINANCE.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Santaquin City Utah this 16th day of May 2023.

Amalie R. Ottley
City Recorder

(SEAL)

AFFIDAVIT OF POSTING

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, Amalie R. Ottley of Santaquin City, Utah, do hereby certify and declare that I posted in three (3) public places the ordinance, which is attached hereto on the 16th day of May 2023.

The three places are as follows:

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

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

Amalie R. Ottley
City Recorder

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by City Recorder.

Notary Public

ORDINANCE 05-05-2023

AN ORDINANCE APPROVING THE TRANSFER OF CERTAIN REAL PROPERTY TO THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY

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

WHEREAS, the City owns certain real property known as Utah County Parcel Number 32:009:0090, which are more particularly described in Exhibit A hereto (“the Property”); and

WHEREAS, the City controls a sub-entity, namely, the Community Development and Renewal Agency of Santaquin City (the “CDRA”) as authorized by title 17C of the Utah Code; and

WHEREAS, Utah Code Ann. § 17C-1-207 upon public notice of no less than 15 days authorizes the City to assist in the West Fields Community Reinvestment Area Project Area by selling, granting, conveying, donating, or otherwise disposing of real property to the CDRA without compensation to the City; and

WHEREAS, the City Council finds that the best interests of the City and its residents will be served by the transfer a portion of the Property to the CDRA as outlined herein.

NOW THEREFORE, BE IT ORDAINED BY THE SANTAQUIN CITY COUNCIL THAT:

1. The Santaquin City Council finds that proper public notice has been given under Utah Code Ann. § 17C-1-207 and the transfer of the Property to the CDRA will assist and cooperate in the planning, undertaking, construction, or operation of West Fields Community Reinvestment Area project area development and is in the best interests of Santaquin City, Utah.
2. The Santaquin City Council approves and directs the conveyance of the Property to the Community Development and Renewal Agency of Santaquin City.
3. The Santaquin City Council authorizes Mayor Daniel M. Olson to execute all documents necessary to complete the transfer and conveyance of the Property.

4. This ordinance shall become effective at 5:00 p.m. on Wednesday, May 17, 2023. 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 16th day of May, 2023.

Daniel M. Olson, Mayor

ATTEST:

Amalie R. Ottley, City Recorder

Councilmember Art Adcock	Voted ____
Councilmember Elizabeth Montoya	Voted ____
Councilmember Lynn Mecham	Voted ____
Councilmember Jeff Siddoway	Voted ____
Councilmember David Hathaway	Voted ____

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 16th day of May 2023 entitled:

“AN ORDINANCE APPROVING THE TRANSFER OF CERTAIN REAL PROPERTY TO THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Santaquin City Utah this 16th day of May, 2023.

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)(i) and Santaquin City Code 1-2-050(D).

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

AMALIE R. OTTLEY
Santaquin City Recorder

The foregoing instrument was acknowledged before me on this ____ day of ____ 2023, by AMALIE R. OTTLEY.

My Commission Expires:

Notary Public

Residing at: Utah County

NE CORNER OF
SECTION 3

SO'8'23"E 2204.54'

Beginning at a point located South 0°8'23" East 2204.54 feet along the east section line and West 2125.51 feet from the north east corner of Section 3, Township 10 South, Range 1 East, Salt Lake Base and Meridian; Thence North 80° 17' 17" West 18.16 feet to the eastern property line of Utah county parcel # 32:009:0097; Thence along said property line North 2°41'28" East 980.10 feet; Thence Northeasterly 183.64 feet along the arc of a 792 foot radius curve to the right, the chord bears North 9°13'31" East 183.64 feet; Thence Northeasterly 298.89 feet along the arc of a 792 foot radius curve to the right, the chord bears North 26°52'4" East 298.89 feet; Thence South 51°19'42" East 34.13 feet; Thence Southwesterly 468.55 feet along the arc of a 765.74 foot radius curve to the left, the chord bears South 20°13'31" West 466.40 feet; Thence South 2°41'24" West 982.32 feet to the point of beginning.

West 2125.51'

S51° 19' 41.55"E 34.132'

R=765.74
L=468.55
CH=N20°13'31"E 466.40'

R=792.00
L=300.68
CH=N26°52'4"E 298.89'

SUMMIT RIDGE PARKWAY
32: 009: 0090

N2° 41' 28.29"E 980.100'

R=792.00
L=184.05
CH=N9°20'51"E 183.64'

N80° 17' 17.00"W 18.157'

UT County Parcel #32: 009: 0098

UT County Parcel #32: 009: 0097

<div>THESE PLANS HAVE BEEN PREPARED BY THE ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, CIVIL ENGINEER, AND/OR PROFESSIONAL SERVICE IN THE PROPERTY OF SALT LAKE CITY AND IS EXHIBITING AUTHORITY TO THE CITY OF SALT LAKE CITY</div>		<div>DRAWN BY: MW</div> <div>CHECKED BY: *</div>	
<div>REVISION</div>		<div>DATE: 4/24/23</div> <div>SCALE: 1"=200'</div>	
<div>NO. DATE DESCRIPTION BY *</div>		<div>CAD FILE:</div>	
<div>Santaquin A Breath of Fresh Air</div>		<div>SANTAQUIN CITY 275 WEST MAIN SANTAQUIN, UT 84655 (801) 754-3211 santaquin.org</div>	
<div>Summit Ridge Parkway Property Transfer</div>		<div>72</div>	

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

**RESOLUTION 05-02-2023-CDA
ACCEPTANCE OF REAL PROPERTY TRANSFERRED FROM
SANTAQUIN CITY**

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, Santaquin City intends to transfer a portion of certain real property known as Utah County Parcel Number 32:009:0090 which are described in Exhibit A hereto, within the Project Area to assist the Agency in furtherance of the Agency's goals pertaining to the Project Area;

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

SECTION 1: The acceptance of transfer of real property transferred from Santaquin City is in the best interest of the Community Development and Renewal Agency of Santaquin City.

SECTION 2: The Board of the Community Development and Renewal Agency of Santaquin City hereby approves the transfer of real property from Santaquin City.

SECTION 3: This Resolution shall become effective on May 18, 2023.

APPROVED AND ADOPTED THIS ____ DAY OF ____, 2023.

Daniel M. Olson, Board Chair

Board Member Art Adcock
Board Member Elizabeth Montoya
Board Member Lynn Mecham
Board Member Jeff Siddoway
Board Member David Hathaway

Voted ____
Voted ____
Voted ____
Voted ____
Voted ____

Attest:

Amalie R. Ottley, Secretary

NE CORNER OF
SECTION 3

SO'8'23"E 2204.54'

Beginning at a point located South 0°8'23" East 2204.54 feet along the east section line and West 2125.51 feet from the north east corner of Section 3, Township 10 South, Range 1 East, Salt Lake Base and Meridian; Thence North 80° 17' 17" West 18.16 feet to the eastern property line of Utah county parcel # 32:009:0097; Thence along said property line North 2°41'28" East 980.10 feet; Thence Northeasterly 183.64 feet along the arc of a 792 foot radius curve to the right, the chord bears North 9°13'31" East 183.64 feet; Thence Northeasterly 298.89 feet along the arc of a 792 foot radius curve to the right, the chord bears North 26°52'4" East 298.89 feet; Thence South 51°19'42" East 34.13 feet; Thence Southwesterly 468.55 feet along the arc of a 765.74 foot radius curve to the left, the chord bears South 20°13'31" West 466.40 feet; Thence South 2°41'24" West 982.32 feet to the point of beginning.

West 2125.51'

S51° 19' 41.55"E 34.132'

R=765.74
L=468.55
CH=N20°13'31"E 466.40'

R=792.00
L=300.68
CH=N26°52'4"E 298.89'

SUMMIT RIDGE PARKWAY
32: 009: 0090

N2° 41' 28.29"E 980.100'

R=792.00
L=184.05
CH=N9°20'51"E 183.64'

N80° 17' 17.00"W 18.157'

UT County Parcel #32: 009: 0098

UT County Parcel #32: 009: 0097

THESE PLANS HAVE BEEN PREPARED BY THE ENGINEER AS AN INSTRUMENT OF PROFESSIONAL SERVICE TO THE PROPERTY OWNERS AND ARE NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE EXPRESSED WRITTEN AUTHORIZATION OF THE ENGINEER.

ENGINEER'S SIGNATURE

REVISION

NO.	DATE	DESCRIPTION

DRAWN BY:

DATE:

SCALE:



CAD FILE:

CHECKED BY:

1"=200'



SANTAQUIN CITY
275 WEST MAIN
SANTAQUIN, UT 84655
(801) 754-3211
santaquin.org

Summit Ridge Parkway
Property Transfer



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

**RESOLUTION 05- 03-2023-CDA
SALE OF REAL PROPERTY**

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 owns certain real property known as Utah County Parcel Number 32:009:0090 which is more particularly described in Exhibit A hereto ("the Property"); and

WHEREAS, the Agency has determined that the best interests of the Agency, Santaquin City, and its residents will be served by the sale of the Property as outlined in the Agreement;

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

SECTION 1: The terms and conditions set forth in the attached Agreement concerning the sale of the Property are in the best interests of the Agency and Santaquin City, Utah.

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

SECTION 3: The Agency Board authorizes Chair Daniel M. Olson to execute all documents necessary to complete the sale of the Property pursuant to said terms and conditions.

SECTION 4: This Resolution shall become effective on May 18, 2023.

APPROVED AND ADOPTED THIS 16TH DAY OF MAY, 2023.

Daniel M. Olson, Board Chair

Attest:_____

Amalie R. Ottley, Secretary

Board Member Art Adcock

Board Member Elizabeth Montoya

Board Member Lynn Mecham

Board Member Jeff Siddoway

Board Member David Hathaway

Voted _____

Voted _____

Voted _____

Voted _____

Voted _____

REAL PROPERTY PURCHASE AGREEMENT

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

RECITALS

WHEREAS, Seller owns certain real property located within the City of Santaquin, Utah, comprising approximately 2.16 acres (“the Property”), which is more particularly described in Exhibit A attached hereto; and

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

WHEREAS, Buyer desires to have the option to purchase additional property consisting of approximately 1.09 Acres (“the Additional Property”), which is located adjacent to the Property and is more particularly shown and described in Exhibit D attached hereto; and

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

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

NOW THEREFORE, the Parties hereto agree as follows:

1. Property Purchase. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions contained herein, the Property, together with all improvements and appurtenances (if any), and all oil, gas and mineral rights owned by Seller (if any) but excluding therefrom any and all water rights. The Purchase Price established in paragraph 5 includes the payment for money in lieu of water and/or water right dedication requirement for the Property as set forth in Section 8.04.100 of the Santaquin City Code, for estimated annual water usage of up to 165,000 gallons per acre. Any additional amounts due pursuant to Section 8.04.100 based on actual development activity on the Property shall be the sole responsibility of Buyer.

2. Buyer’s Property Use and Improvements. As a Public Agency established pursuant to Title 17C of the Utah Code, Seller has a specific interest in the development of the

Property and other surrounding real property for community economic development and renewal purposes and is entering into this agreement based on Buyer's agreement to specific terms and conditions for the development of the Property. Buyer hereby agrees to develop, improve, and maintain the Property pursuant to the provisions of this paragraph 2 set forth below, and otherwise as required by Santaquin City's land use and development code.

a. The Property shall only be used for "Commercial, Heavy," "Commercial, Industrial Equipment Sales," "Commercial, Retail Sales and Services," "Automotive Service and Repair," "Industry, Light," or "Industry, Medium" purposes as those terms are defined in Section 10.08 of the Santaquin City Code.

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

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

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

e. All development and use of the Property shall comply with the landscape provisions of the Santaquin City Code.

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

g. Buyer shall be solely responsible for the construction and maintenance of roads, accesses, drives, and parking areas on the Property. All roads, accesses, drives, storage areas, and parking areas on the Property shall be paved, and shall be constructed and maintained pursuant to the applicable Santaquin City parking standards SCC 10.48. Notwithstanding the

foregoing, storage areas behind the rear building line may be finished with at least minimum compacted road base in lieu of pavement.

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

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

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

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

l. Buyer acknowledges and hereby agrees that the Property will be subject to a limited cross-access easement in substantially the form set forth in Exhibit E attached hereto, which will be recorded against the Property and against any Additional Property purchased, to allow for limited cross access for the Property and any Additional Property and to and from adjacent properties. The Parties acknowledge that no heavy truck access is anticipated or allowed within the cross-access easement set forth in Exhibit E.

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

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

o. Buyer shall endeavor to bring businesses that generate sales taxes, provide jobs, and provide desirable services to benefit Santaquin City residents.

3. Buyer's Option to Purchase Additional Property. The Parties agree to an option where Buyer may purchase additional property in an approximate amount of 1.09 acres, which area is described in in Exhibit D attached hereto ("Additional Property"). The option shall run for a period of time beginning on May 31, 2023, and ending on November 30, 2023 (the "Option Period"). Pursuant to this option, Buyer may purchase the Additional Property during the Option Period by delivering written notice to Seller of its intent to exercise said option. The

price for Additional Property purchased from May 31, 2023, through November 30, 2023, shall be Three Hundred Eighteen Thousand Three Hundred and Eighty-Five Dollars (\$318,385.00), payable to Seller in full within thirty days of Buyer's written notice to Seller of its intent to exercise the option. As consideration for the option, within five (5) days of Closing, Buyer shall pay Seller the sum of \$ 25,000.00 (the "Additional Property Deposit"), which amount shall apply to any Additional Property purchase. If Buyer does not exercise its option to purchase the Additional Property by the end of the Option Period, Seller shall refund one-half of the Additional Property Deposit to Buyer. The Parties agree that all provisions contained in Paragraph 2. shall apply to any Additional Property purchase. Any Additional Property purchased shall be subject to all Santaquin City ordinances and regulations, including but not limited to impact fees, City Sewer System improvements, and additional water requirements.

4. Seller's Responsibility for Improvements. Seller agrees to provide certain improvements to the Property as set forth below in this paragraph 4.

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

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

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

d. Seller shall provide any and all improvements to the existing paved surface of Summit Ridge Parkway as deemed necessary by Seller for the reasonably anticipated use of the roadway from Highway 6 to and across the frontage of the Property. Buyer shall cooperate with Seller in determining what if any improvements will be necessary. Such improvements shall be completed by Seller at its sole expense within 365 days of Closing. This Agreement does not anticipate any expansion of the width of the paved surface or addition of lanes, approaches, turning lanes, etc.

e. Seller shall provide future City streets/roadways per City Standards as necessary for the reasonably anticipated access to the Property and across the frontage of the Property. Buyer shall cooperate with Seller in determining what if any improvements will be necessary. Such improvements shall be completed by Seller at its sole expense within 365 days of Closing.

5. Purchase Price. The Purchase Price for the Property is Four Hundred Seventy-Two Thousand Dollars (\$472,000.00), which amount does not include the optional \$25,000 per building/structure for Buyer financial participation for City Sewer System improvements as provided in Subparagraph 2.d. Within five (5) business days of the date hereof, Buyer shall deliver an earnest money deposit in the amount of \$ 50,000.00 (the "Deposit") to the Closing Agent, which Deposit shall be applied to the purchase price at Closing. The remaining balance of the purchase price shall be paid by Buyer at Closing.

6. Closing. This Transaction shall be closed at the offices of Provo Abstract Company, Inc. ("Closing Agent") at 105 East 300 South, Provo, Utah or at any other place as the Parties may agree, on or before (June 15, 2023). "Closing" shall occur when Seller and Buyer have made all of their respective deliveries described below, to-wit:

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

- (i) a general warranty deed (the "Deed"), fully executed and properly acknowledged by Seller, conveying the Property to Buyer;
- (ii) written evidence that all state and local property taxes have been paid in full;
- (iii) a commitment from Closing Agent to issue a standard coverage owner's policy of title insurance in such amount as may reasonably be requested by Buyer (with the title insurance premium to be paid by Buyer as provided in subparagraph 7.b. below); and
- (iv) any other funds, instruments or documents as may be reasonably requested by Buyer or the Closing Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Seller's prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed).

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

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

7. Closing Costs and Prorations.

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

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

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

9. Conveyance and Title Insurance. As required by paragraph 6.a.(i), Seller shall convey to Buyer, by general warranty deed, good and marketable fee simple title to the Property, free and clear of all mortgages, trust deeds, judgments, mechanics' liens, tax liens and warrants and other financial encumbrances. As provided in subparagraph 6.a.(iii) above, Buyer may acquire (and may condition the Closing upon Buyer's ability to obtain) a current standard coverage owner's policy of title insurance. Even though the policy premium will be paid by Buyer, Seller agrees to order a title insurance commitment on the Property as provided in paragraph 10.b. below.

10. Seller's Disclosures.

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

b. Within fifteen (15) days from the date Seller executes and delivers this Agreement to Buyer, Seller shall deliver to Buyer a commitment for the policy of title insurance required by paragraph 6 above, together with all documents identified as exceptions to coverage in such title commitment; and

c. No later than (May 31), 2023, Seller shall make available to Buyer, at Buyer's request and at Seller's offices in the Santaquin City Administration Building, all of the following (collectively, the "Seller's Disclosures") that are in the actual possession or control or reasonably accessible to Seller:

(i) survey, topographic or other maps and all other material documents presently existing concerning the Property (if Seller does not deliver a survey of the Property as provided herein, Buyer may, at its own expense, obtain a survey of the Property and Buyer's obligation to purchase the Property under this Agreement is conditioned upon Buyer's receipt and approval of such survey);

(ii) any and all leases or other contracts or agreements affecting the Property;

(iii) copies of all permits, licenses and approvals (if any) from all federal, state and local governmental authorities relating to the Property; and

(iv) all such other documentation and information relating to the Property in possession of Seller which is specifically identified and requested by Buyer in writing which is reasonably required by Buyer in order to perform its due diligence.

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

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

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

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

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

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

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

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

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

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

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

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

agreement, nor has Seller received notice of any default under any agreement or encumbrance to which the Property or any portion thereof is subject.

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

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

m. Seller does not have actual knowledge of or any reason to suspect the presence or existence of any Hazardous Materials (as defined below) or petroleum underground storage tanks on or near the Property that would necessitate or require remediation, cleanup or any other action in accordance with any Environmental Laws (as defined below). Except as provided above, Seller has no knowledge or reason to suspect that prior to the date of this Agreement the Property has not been used in compliance with applicable Environmental Laws. Seller has not at any time used, stored or kept at the Property any Hazardous Materials, except in compliance with all Environmental Laws and, other than as disclosed above, Seller has no knowledge or reason to suspect that any Hazardous Materials have been used, stored or kept at the Property except in compliance with applicable Environmental Laws. Seller has no knowledge or reason to suspect that the Property has been designated by any governmental or quasi-governmental authority as an area subject to environmental or other regulation that would materially affect the use of the Property as contemplated by Buyer. As used in this Agreement, the term "Hazardous Materials" is defined to include, without limitation, (i) oil hydrocarbons, petroleum, petroleum products or products containing or derived from petroleum; and (ii) any hazardous or toxic waste, substance, material, chemical, gas or particulate matter, as presently defined by or for purposes of any Environmental Laws. As used in this Agreement, the term "Environmental Laws" is defined to include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et seq.; the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et seq.; the Safe Drinking Water Act, 42 U.S.C.A. Section 300f, et seq.; the Clean Air Act, 42 U.S.C.A. Section 7401, et seq.; any successor to those laws (in existence on the date this representation is made or updated); any rules, regulations, ordinances, orders or decrees issued pursuant to those laws; any other federal, state or local environmental, health or safety statute, ordinance, code, rule, regulation, order or decree as may now or at any later time be in effect regulating, relating to or imposing liability or standards concerning or in connection with hazardous or toxic wastes, substances, materials, chemicals, gases or particulate matter or the emission, discharge, dumping or other release of any substance to the environment; and any common law theory based on nuisance or strict liability.

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

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

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

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

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

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

14. Broker's Commissions. Seller and Buyer warrant, each to the other, that they have not dealt with any finder, broker or realtor in connection with this Transaction. Each Party shall and does hereby indemnify the other Party against, and agrees to hold such other Party harmless from, any claim, demand or suit for any brokerage commission, finder's fee or similar charge with respect to the execution of this Agreement or this Transaction based on any act by or

agreement or contract with the indemnifying Party, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by the other Party on account of or arising from any such claim, demand or suit.

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

16. Default and Remedies.

a. Seller Default. If Seller shall have failed to close escrow and sell the Property to Buyer on the terms and provisions contained herein within the time for performance as specified herein or otherwise breaches any Seller obligation under the terms of this Agreement, Buyer's sole remedy shall be to either (but not both) (i) seek specific performance of this Agreement; or (ii) obtain a return of the Deposit, together with the reimbursement by Seller of Buyer's out of pocket expenses incurred in conducting its due diligence and otherwise performing under this Agreement. Cancellation by Buyer pursuant to paragraph 11 of this Agreement shall not constitute a Seller Default.

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

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

REPURCHASE THE PROPERTY FROM BUYER, OR ANY OF ITS SUCCESSORS OR ASSIGNS, FOR THE AMOUNT OF THE PURCHASE PRICE SET FORTH IN PARAGRAPH 5 OF THIS AGREEMENT.

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

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

19. Notices. Except as otherwise required by law, any notice given in connection with this Agreement must be in writing and must be given by personal delivery, overnight courier service, confirmed facsimile, or United States certified or registered mail, return receipt requested, postage prepaid, addressed to Seller or Buyer as follows (or at another address or facsimile number as Seller or Buyer or the person receiving copies may designate in writing):

Seller: Community Development and Renewal
Agency of Santaquin City
c/o Norm Beagley
275 West Main Street
Santaquin, Utah 84655

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

Buyer: **CC CALLAWAY, LLC.**
1270 South Red Cliff Drive
Santaquin, UT 84655

With a copy to: Gregory Taggart
gregory@gtaglaw.com

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

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

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

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

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

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

25. Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Any third

party acquiring an interest in the Property after the Closing shall be a permitted assignee of Buyer and any third party obtaining an interest in the Property prior to Closing shall be a permitted assignee of Seller. Otherwise, neither Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party.

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

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

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

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

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

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

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

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

SELLER:

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

DATE: _____, 2023.

DANIEL M. OLSON, Chair

ATTEST:

Amalie R. Ottley, Secretary

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

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

Notary Public _____

BUYER:

**CC CALLAWAY,
LLC**

DATE: _____, 2023.

Title

STATE OF UTAH)

:ss

COUNTY OF UTAH)

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

Notary Public _____

EXHIBIT A
DESCRIPTION OF THE PROPERTY

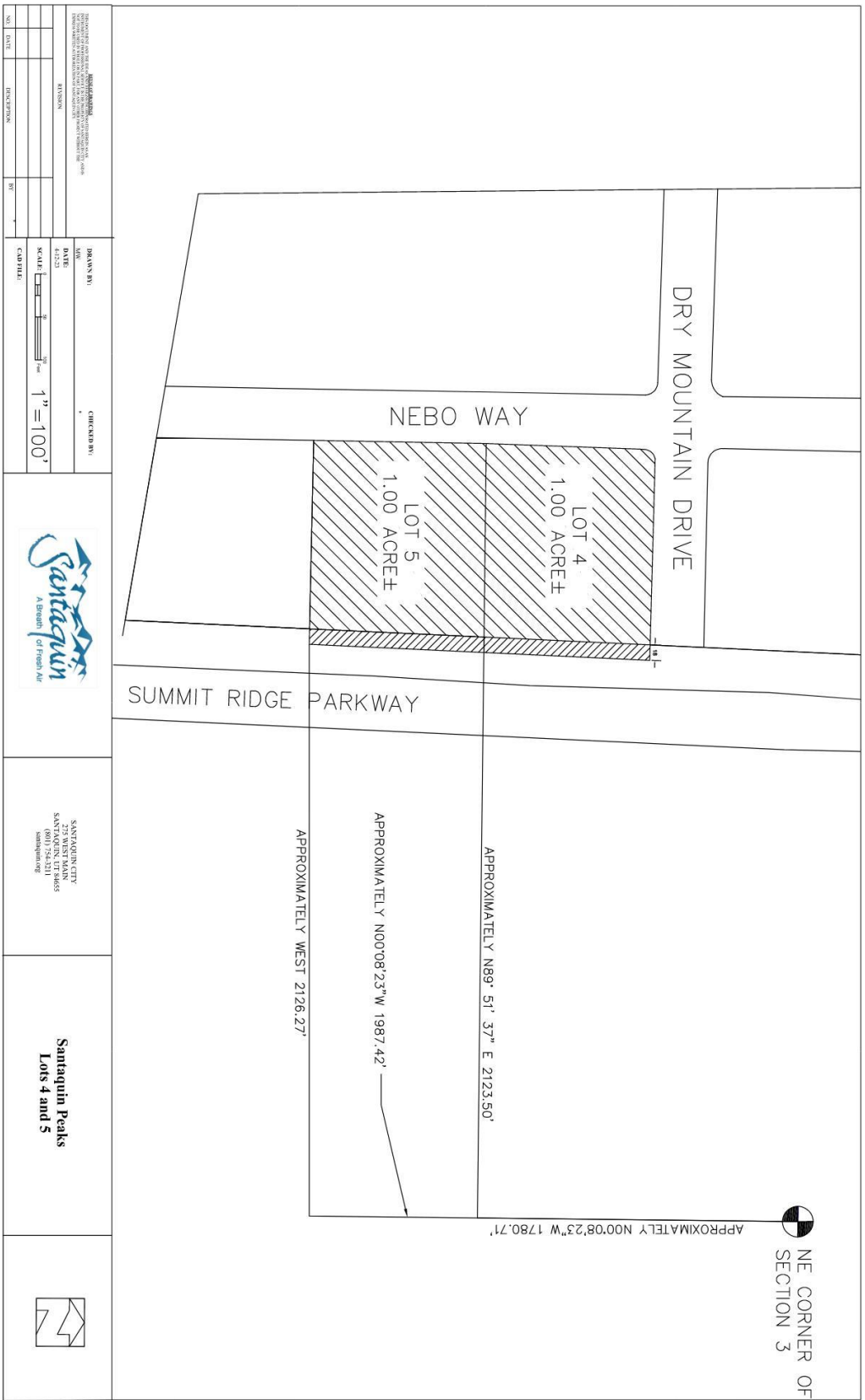


EXHIBIT B

INDUSTRIAL PARK ARCHITECTURAL STANDARDS

Industrial Park Building Architectural Standards:

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

5. Building Entrances:

- a.** Main Entrances must be well defined from access drives, pedestrian links, public plazas, and major parking areas with one or more of the following:
 - i. Roof elements such as gable ends,
 - ii. Canopy, awnings, overhang, or arch above the entrance (columns and pillars),
 - iii. Recesses or projections in the building facade surrounding the entrance,
 - iv. Display windows surrounding the entrance.
- b.** Public entrances, patios, faux windows or dining areas appropriate to the establishment should be provided on any building side facing a public street. Secondary public/customer entrances on the rear or side of buildings should be given architectural consideration similar to the primary entrances. Service and employee only entrances not visible from a publicly utilized area are excluded from similar consideration requirements.

6. Building Elevations that front a public street:

- a.** Building faces that front a public street must incorporate architectural features or treatments every thirty to forty feet (30' to 40') to diminish building mass. The following techniques should be used to accomplish this requirement; additional techniques proposed by the applicant may be considered by the architectural review committee:
 - i. Variations in facade color, texture, or both.
 - ii. Variations in roof forms and heights of roof elements.
 - iii. Compositions that emphasize floor lines, or otherwise express rhythms and patterns of windows, columns, and other architectural features.
 - iv. Express the position of each floor in the external design. Terracing, articulated structural elements, a change in materials, or the use of belt courses or similar horizontal trim bands of contrasting color and/or materials can be used to define floor lines.
 - v. Use of windows, trellises, wall articulation, arcades, material changes, awnings or other features to avoid blank walls at ground floor levels.
 - vi. Use of materials relatable to human proportions, such as brick, tile, modular stone, stucco, glass and decorative tiles.
 - vii. Columns, pilasters, canopies, porticoes, awnings, brackets, arches or other such architectural features.
 - viii. Additional landscaping elements along building walls.
- b.** Material elements such as primary and secondary building materials, banding, cornice elements, pilasters, pillars, canopies, etc., must be continued around building corners and only terminate at interior wall corners or as part of a logical terminus feature.

7. Windows: The design and amount of window area on a building can minimize the expanse of blank walls. Windows and/or faux glazing materials should be utilized along building fronts. The following standards shall apply:

- a.** All windows should be designed with three-dimensional relief or material highlighting elements which accent the window locations and provide visual breaks to the facade of the building (e.g., dormers, sills, etc.). Where appropriate, varying window designs, such as bay windows, corner windows, circle tops, or windows

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

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

EXHIBIT C

SITE PLAN AND BUILDING TYPE AND ARCHITECTURAL STYLES

CC CALLAWAY LLC

(801) 885-8279
(801) 616-8555
1270 S Red Cliff Dr
Santaquin, UT 84655

4/3/2023

SANTAQUIN PEAKS INDUSTRIAL PROPERTY

CC Callaway LLC is interested in purchasing 3 acres (lots 4-6). We intend to build a Multi-Unit Commercial/Industrial Warehouse Building that consists of 4-6 units. Total Building will conclude at approx. 12,800 sf.

Each unit will consist of office/warehouse space (approx. 3200 sf). It will require 1.2 – 1.5 acres including parking and off-sets. The remaining land will be used as the staging area for Optimize Communications and future expansion.

We anticipate the Commercial Warehouse Building be used for various purposes, ranging from Industrial to Retail.

There is a need for warehouse/office property in our area. Our goal is to fulfill those needs in order to help our Local Businesses be successful. In doing so, that can create a positive impact on Santaquin City, as well as its residents.

Thank you,

Cody Christensen & Malory Callaway
CC Callaway LLC

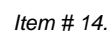


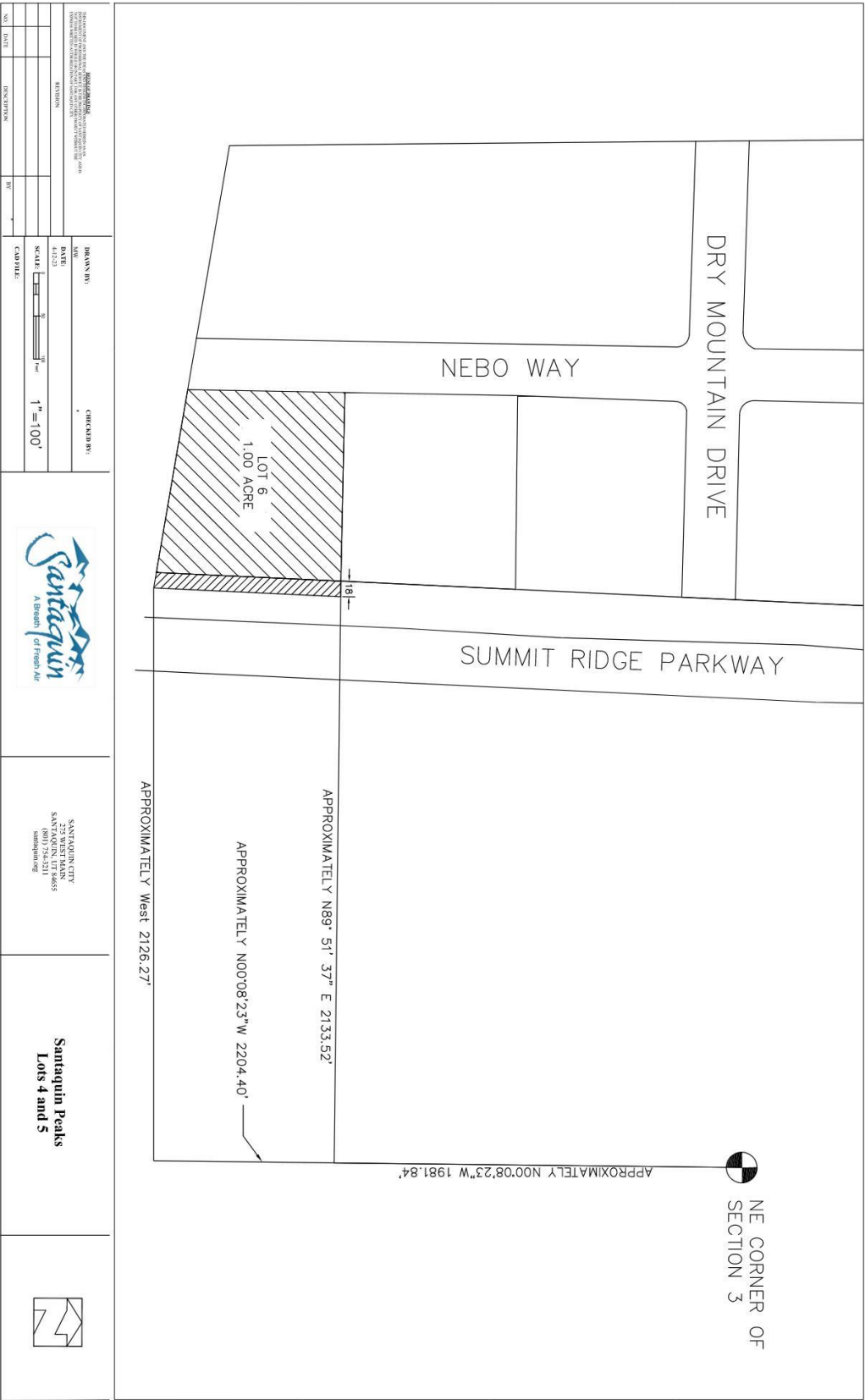






EXHIBIT D

DESCRIPTION OF THE ADDITIONAL PROPERTY



<p>NOTES:</p> <p>1. THIS MAP IS A PRELIMINARY SURVEY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.</p> <p>2. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY OTHER SURVEYS OR RECORDS AFFECTING THIS SURVEY.</p>		<p>REVISIONS:</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>		NO.	DATE	DESCRIPTION	BY				
NO.	DATE	DESCRIPTION	BY								
<p>DRAWN BY:</p> <p>DATE: 12/12/11</p>		<p>CHECKED BY:</p> <p>DATE: 12/12/11</p>									
<p>SCALE:</p> <p>1" = 100'</p>		<p>CAD FILE:</p>									

SANTAGUIN CITY
275 WEST MAIN
SUITE 200
SUITE 200
(801) 754-1311
santaguin.org

Santaguin Peaks
Lots 4 and 5

EXHIBIT E
CROSS ACCESS EASEMENT
(FORM)

All Cross Access Easements referenced in this Agreement shall be in substantially the following form:

CROSS ACCESS EASEMENT

THIS CROSS ACCESS EASEMENT AGREEMENT ("**Easement**") is made this _____ day of _____, 2023, by _____ a Utah limited liability company ("**Grantor**"), in favor of _____ ("**Grantee**").

RECITALS

A. Grantor purchased from _____, and now owns certain real property located in Utah County, Utah (the "**Grantor's Property**"). The Grantor's Property is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Grantor owns certain real property located adjacent to the Grantor's Property (the "**Grantee's Property**"). The Grantee's Property is more particularly described on Exhibit B, attached hereto and incorporated herein by this reference.

C. Grantee desires to obtain a perpetual access easement (the "**Easement**") on, over, and across a portion of the Grantor's Property (the "**Easement Area**"). The Easement Area is identified more particularly described on Exhibit C and depicted on the Illustration of Exhibit C both attached hereto and incorporated herein by this reference.

D. The granting of this Easement is an integral part of the consideration of Grantor's purchase of the Grantor's Property from Grantee.

E. Grantor is willing to convey the Easement to Grantee, subject to the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Grant of Access Easement.** Grantor hereby conveys to Grantee a perpetual access easement on, over, and across the Easement Area for the use, construction, design, installation, repair, installation, and replacement of an access way for pedestrian and vehicular ingress and egress into and out of Grantee's Property. This Easement, as well as all access and other rights provided for in this Agreement, will permit Grantee and its designees to access the Grantee's Property for any possible present or future use to which the Grantee's Property may be put. The Easement provided to Grantee in this Agreement will permit Grantee's Property, as is currently developed, and as may be developed in the future, to use the Easement Area for access purposes. The Easement granted to Grantee herein is for the benefit of Grantee's Property.
2. **Restrictions on the Easement Area.** Grantor will not obstruct Grantee's use of the Easement Area as stated herein.
3. **Maintenance.** Grantor, at its sole cost and expense, will maintain and repair the Easement Area: (i) to standards required by any applicable municipal/government authorities; and (ii) in a workmanlike and acceptable manner such that Grantee may utilize the Easement granted herein, including maintaining the Easement Area in such a manner as to allow Grantee to access and use the Easement Area.
4. **Run with the Land/Successors.** This Agreement, and the easements granted herein, are perpetual and shall run with the land described herein, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.
5. **Attorneys' Fees.** In the event any party brings or commences legal proceedings to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the other party, to be fixed by the court in the same action. The phrase "legal proceedings" shall include appeals from a lower court judgment. The phrase "prevailing party" shall mean the party that prevails in obtaining a remedy or relief which most nearly reflects the remedy or relief which the party sought.
6. **Governing Law.** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Utah and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
7. **Entire Agreement.** This Agreement, and any addenda or exhibits attached hereto, and made a part hereof contain the entire agreement of the parties with respect to the matters covered hereby, and no other agreement, statement or promise made by any party, or to any employee, officer or agent of any party, which is not contained herein or in another writing signed by the parties, shall be binding or valid.
8. **Counterparts.** The parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement.

Further, the parties shall treat a recorded copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a recorded copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

*[signatures
below]*

EXECUTED by Grantor and Grantee on the date first set forth above.

GRANTOR: CC Callaway, LLC.
A Utah Limited Liability Corporation

By: _____
Name (Print): _____
Its _____

STATE OF UTAH)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of
_____ 2023, by _____ the _____ of
_____ a Utah Corporation.

NOTARY PUBLIC

STATE OF UTAH)
)
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this _____ day of
_____ 2023, by _____ the _____ of
_____, a Utah Corporation.

NOTARY PUBLIC

EXHIBIT A

Legal Description of the Grantor's Property

(Pending Subdivision Legal Description)

EXHIBIT B

Legal Description of the Grantee's Property

(Pending Subdivision Legal Description)

EXHIBIT C

Legal Description of the Easement Area

(Pending Subdivision Legal Description)