

NOTICE AND AGENDA

Notice is hereby given that the City Council of the City of Santaquin will hold a City Council Meeting on Tuesday, November 19, 2019 in the Court Room, 275 W Main, upper level at 6:00 pm.

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION/INSPIRATIONAL THOUGHT

4. DECLARATION OF ANY CONFLICT OF INTEREST

5. CONSENT AGENDA

a. Minutes:

1. November 5th, 2019 – Council Meeting Minutes

b. Bills:

1. \$483,926.89

c. Consent Action Items:

1. Canvass – 2019 General Election and General Obligation Bond Proposal Election Results
2. Resolution 11-02-2019, “A Resolution Declaring Surplus Property – Vehicles”

6. PUBLIC FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS

7. FORMAL PUBLIC HEARING

8. BUSINESS LICENSES

9. NEW BUSINESS & ADOPTION OF ORDINANCES AND RESOLUTIONS

- a. Resolution 11-03-2019 “A Resolution Approving an Addendum to the Solid Waste and Recycling Services Agreement with Republic Services, Inc.”
- b. Discussion and Possible Action Regarding the Ercanbrack Property Acquisition Agreement (*580 W. Main Street*)
- c. Discussion and Possible Action Regarding Special Approval for Lots to be Developed on a Single Access that is Over Five Hundred Feet (500') - Derek Palfryman (*Approximately 200 E. 820 S.*)
- d. Ordinance 11-02-2019: The Proposed Orchard Vista Rezone That Would Change the Zoning of Approximately 5.76 Acres From Interchange Commercial (C-1) Zone To Main Street Residential (MSR) Zone (*Approximately 200 N. 450 E. – North*)
- e. Ordinance 11-03-2019: The Proposed Heelis Farms Rezone That Would Change the Zoning of Approximately 3.91 Acres of Property From R-10 Residential Zone To R-8 Residential Zone and Main Street Residential (MSR) Zone (*Approximately 200 N. 450 E. – South*)
- f. Ordinance 11-04-2019: A Proposed Time Extension of the Summit View Communities Conditional Rezone (*Approximately 600 N. SR-198*)

10. CONVENE OF THE SANTAQUIN COMMUNITY DEVELOPMENT AGENCY BOARD

11. CONVENE OF THE LOCAL BUILDING AUTHORITY OF SANTAQUIN CITY

12. CONVENE OF THE SANTAQUIN WATER DISTRICT

13. WORK MEETING

14. PETITIONS AND COMMUNICATIONS

15. REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

- a. City Manager Reeves
- b. Community Development Director Bond
- c. City Engineer Beagley

16. REPORTS BY MAYOR AND COUNCIL MEMBERS

- a. Council Members
- b. Mayor Hunsaker

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

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

19. ADJOURNMENT

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 ten or more hours in advance and we will, within reason, provide what assistance may be required.

CERTIFICATE OF MAILING/POSTING

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

BY: _____
K. Aaron Shirley, City Recorder



The meeting was called to order by Mayor Kirk Hunsaker at 6:00 p.m.

Council Members Attending: Mayor Kirk Hunsaker, Council Member Keith Broadhead, Council Member Nicholas Miller, Council Member Betsy Montoya, Council Member Chelsea Rowley, and Council Member Lynn Mecham.

Other's Attending: City Manager Benjamin Reeves, Community Development Director Jason Bond, and City Engineer Norm Beagley,

PLEDGE OF ALLEGIANCE

Led by Jake Kester.

INVOCATION/INSPIRATIONAL THOUGHT

City Manager Benjamin Reeves offered an invocation.

DECLARATION OF ANY CONFLICT OF INTEREST

Mayor Hunsaker declares that he is an employee of VanCon who is doing a number of projects in the city.

CONSENT AGENDA

Minutes:

November 5th, 2019 – City Council Meeting Minutes

Bills:

\$483,926.89

Consent Action Items:

- Canvass – 2019 General Election and General Obligation Bond Proposal Election Results
- Resolution 11-02-2019, "A Resolution Declaring Surplus Property – Vehicles"

Council Member Broadhead asked what vehicles were being surplus and how they were to be sold. City Manager Reeves showed pictures of the two vehicles that were to be put up for surplus, including a 2003 Ford Ranger and a 2001 Chevy Suburban. He indicated that they would be auctioned on www.publicsurplus.com that was described like an EBay for public surplus items.

Motions: Council Member Miller motioned to approve the consent agenda.

Council Member Rowley seconded the motion.

Roll Call:

Council Member Broadhead	Aye
Council Member Miller	Aye
Council Member Montoya	Aye
Council Member Rowley	Aye
Council Member Mecham	Aye

Motion passes 5-0

PUBLIC FORUM

Mayor Hunsaker explained to the public the protocol for the public forum. He said it would be 30 minutes in duration with eight speakers. As such, each speaker would get less than five minutes so Mayor Hunsaker asked each speaker to be respectful with their time so others would be able to speak as well.

Helen Kester had concerns with agenda items 9d and 9e, which are rezones. She is concerned about the growth that each rezone represents. Helen mentioned that the grocery store, roads, and the new traffic light, have already increased the traffic. She is concerned that the higher density housing proposed behind the grocery store will add to the traffic problem. She stated that putting up higher density housing does not provide anything useful to the city. Instead, it is only an opportunity the developers and property owners to make a profit. The area around 4th East is currently a quiet neighborhood and Helen would like for it to stay that way.

Shanna Stilson expressed her appreciation for the City Council but also wanted to express her concern about agenda items 9d and 9e. Shanna stated that she was there in front of the council as a neighbor, friend, and as a concerned citizen. Shanna was present at the planning commission and was grateful that they listened to the public and gave a negative recommendation to the city council. The whole argument behind these rezones in 9d and 9e are that they provide a buffer between single-family residential areas and the new grocery store commercial area. In Orem, there are high density residential buffer zones and that they work well for a larger city where there is demand, but Shanna stated that she does not think there is such a need here in Santaquin. She passed out to the council maps of areas where there are no high-density buffers between commercial and residential where it works and looks great (include maps in the minutes). Shanna said that high density residential is a short-term gain for a long-term liability and that such zoning might be more appropriate in other areas of the community like Summit Ridge where it is a blank canvas and where there is more room for future planning. Her concerns are 1) that Planning Commissioner Tolman stated that she is worried that the council feels obligated to the developer to push this zone change through, 2) this last election showed that citizens feel that a larger tax base is needed in order to afford greater city amenities, 3) this would do away with a chunk of prime C-1 commercial zoning to could bring in that tax revenue to the city, 4) this high density buffer is not responsible growth, 5) she questioned whether this rezone will benefit citizens rather than just the developers, and 6) there is already a traffic issue on 400 East and this rezone will not help.

Paola Kitchen started her comments by stating she was a big advocate against the proposed Recreation Center for monetary reasons – not because she was against community, or fun, or any of that, but just for monetary reasons. Paola read aloud the results of the recent bond election and asked the council to listen to that sentiment and let go of the Ercanbrack property. Paola thanked the planning commission for listening to the community and for providing the negative recommendation to the city council regarding zone changes. Paola wanted to address agenda items 9b, 9d, and 9e. In terms of item 9b, which is the discussion on the Ercanbrack property, she hopes that the city council understands that the public does not feel financially ready to take on the financial burden of a project as large as a recreation center. Regarding item 9d and 9e, Paola spoke to the residents of the trailer parks and wanted the council to know that they are good people who work in the city's orchards, which are integral to the community.

Taylor Larsen said to the council that she grew up in Santaquin and that she and her husband recently bought their home in the city. Taylor wanted to speak regarding item 9b, 9d, and item 9e. She thinks that the city needs to let the Ercanbrack property go. She does not believe it will be useful to the city and if possible the property should be zoned commercial. For item 9d, she did not think that there needs to be high density residential after seeing the residential area behind Payson

Market. She has heard that there will be a wall put up as a buffer behind the new grocery store loading bays and the residential area behind it, which will be sufficient. Regarding item 9e, she did not believe that it should be zoned MSR because MSR is supposed to be a block from Main Street, not two or three blocks. Taylor said she believes that property owners have the right profit from their own land but that the council needs to keep in mind that it should be developed responsibly. Regarding the Heelis development, Taylor does not think it should be zoned MSR because it is also more than a block from Main Street.

Suzy Loftgren spoke regarding item 9c. She lives on the street where the three homes are being proposed on a single lot with only a single access road. She stated that the street is a dead end street and adding three more homes will add a substantial amount of traffic that would be a potential hazard for the children who currently live on the street. She said she would be okay with one or two more homes but three is too many for the lot space.

Stacia Cook came to speak about item 9c. She also lives on the street where the proposed three lots development is taking place. She said that it is a short street and she does not think there is enough room for more cars. The owners of the adjacent farm property have stated that as long as they live there. She said that since, there will not allow a through street to be built, adding these three lots will just add danger to her children; especially to her child who has down syndrome who often runs into the street without knowing what he is doing.

Christopher Williams spoke and stated that he recently moved to Santaquin and wanted to talk about item 9d and 9e. Chris is not in favor of high density residential and would prefer the property be used for commercial purposes. He thinks that the city has limited commercial space and that it should hold onto it for commercial purposes. Chris stated that he would like to see retail business to come into the commercial zones. He would also like the city to promote policies that would make it easier for businesses to come into the city.

Jackie Larsen stated that she agrees with all the statements that have been made thus far. She stated she hopes the council understands that the citizens who have spoken do not want to have high density built on every spare piece of land. Jackie does not think that high-density housing should be built in those proposed areas. She believes that there are other areas that would be better suited. Her kids walk to Family Dollar along Main Street and does not want high-rise apartments to be all along those streets because she believes it would be a safety concern for because of increased traffic. She desires more single-family homes.

Summer Sanderson wanted to address the concern that the city feels like it owes to Mr. Ridley in terms of providing the high-density zoning. She thinks that commercial zones are important to hold on to.

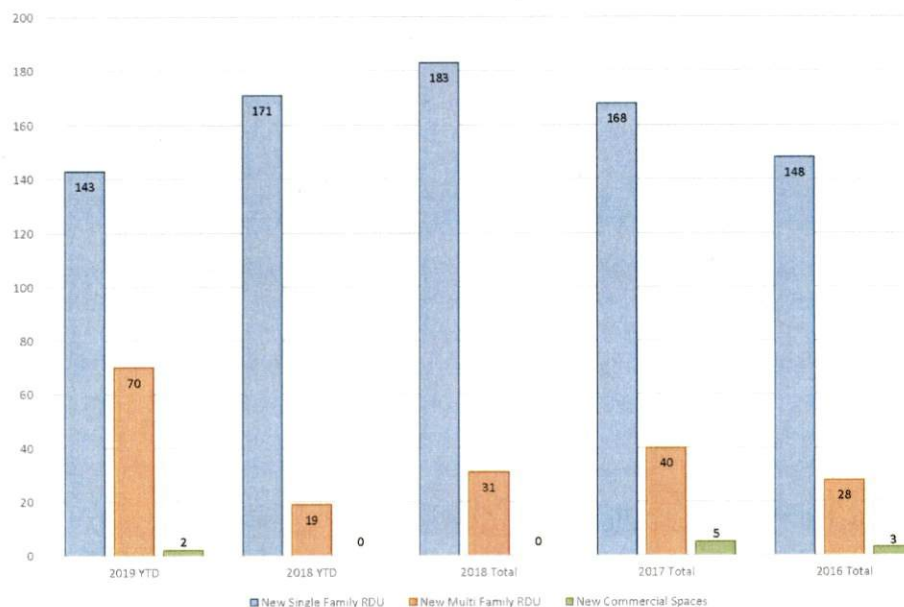
BUSINESS LICENSES

Jason Bond talked about new business licenses, China Express will be staying in Santaquin and expanding to Payson as well. The other two are residential businesses.

New Business Licenses

Name	Owner	Address	Description	BL#
China Express 2 LLC	Xiu Luo	27 W. Main St.	Ownership Change	BL-4475
Just Floor It, LLC	Justin Hair	477 Firestone Dr.	Flooring Installation	BL-4476
Envision Writing Studio	Shellie Peterson	1364 Ridgeway Rd.	Freelance Writing	BL-4477

Building Permit Report November 19, 2019



NEW BUSINESS & ADOPTION OF ORDINANCES AND RESOLUTIONS

Resolution 11-03-2019 "A Resolution Approving an Addendum to the Solid Waste and Recycling Services Agreement with Republic Services, Inc."

Reece DeMille from Republic Services spoke to the city council requesting an extension the contract for solid waste and recycling services. He reviewed the proposed addendum to the contract that would extend the term for another 5 years with new pricing, add an annual pricing escalator tied to the Garbage & Trash CPI versus CPI-U, and provide a fuel recovery fee based on the price of fuel with a baseline of \$3.00. He addressed concerns about recycling and reviewed the state of recycling locally and nationally.

Council Member Broadhead wanted to remind the council about the city's \$21,000 debt that would be waived under the terms of this renewal and asked staff to explain that issue. City Manager Reeves explained that under normal operations, Santaquin's solid waste is taken by Republic Services to the Payson Landfill whereupon Payson City bills Santaquin City. However, at the end of a shift or on holidays when the Payson Landfill is closed, Republic Services delivers Santaquin's solid waste to the Springville Transfer Station. Unfortunately, the billings for the tipping fees at the Transfer Station were sent to, and were paid by, Republic Services and not by Santaquin City. Many months/years past before Republic Services recognized their billing error. Once discovered, the estimated error resulted in a \$21,000 amount owed to Republic Service from Santaquin City. However, Republic Services offered to waive this bill if Santaquin City would consider a contract renewal.

Council Member Broadhead asked City Manager Reeves if the contract should be put out to bid since standard policy was to rebid contracts every 5 years to insure the lowest possible market prices. City Manager Reeves responded that it has been 2.5 years since the last contract renewal took place and that our current contract would expire in June of 2020. He said that since it was within the 5-year window, it would be up to the council if they wanted to go out to bid or renew the contract as proposed.

Council Member Mecham stated that the city might come out ahead if it were to bid the service and the resulting bid came in 10 cents cheaper per can over that five year period; even if the city needed to pay the \$21,000 obligation. Reece DeMille stated that would be true if the price of service went down with a bidding process. However, he said that the last city to request bids ended up paying more than their previous contract. They ended up coming back to Republic Services to see if they would honor their previous contract price. He said that it does not always work in favor of the city when a service contract goes out to bid.

Council Member Miller recommended that the council stay with Republic Services. Council Member Miller stated that our previous open bid process 2.5 years ago was sufficient that the city received a very good price from Republic Services at that time. He stated that he is satisfied with their service.

Council Member Montoya was concerned with the proposed change from using the CPI-U to Garbage and Trash CPI, which may result in a more volatile price escalation that would be difficult to budget. Reece DeMille said if it would help, Republic Services could establish a flat price escalation that would be the same every year. The average price increase using the Garbage and Trash CPI index is 3.3% but that he could offer a flat 3% annual increase to the city, which would remove the volatility and make it easier for budgeting purposes.

Motion: Council Member Broadhead motioned to approve Resolution 11-03-2019 "A Resolution Approving an Addendum to the Solid Waste and Recycling Services Agreement with Republic Services, Inc." with the establishment of a flat 3% annual price escalator offered by Reece DeMille, representative from Republic Services.

Seconded by Council Member Miller.

Roll Call:

Council Member Broadhead	Aye
Council Member Miller	Aye
Council Member Montoya	Aye
Council Member Rowley	Aye
Council Member Mecham	Nay

Motioned passed 4-1

Discussion and Possible Action Regarding the Ercanbrack Property Acquisition Agreement (580 W. Main Street)

City Manager Reeves stated that it is the city's duty to take action regarding the Ercanbrack Property Option Agreement, which does not end until March 2020. He explained that the city council has two options. The first is to immediately terminate the agreement and thus save \$15,000 per month for the next four months. Alternatively, the city could move forward to acquire the building using alternative funding. He explained that continuing under the current Ercanbrack Purchase Option Agreement without an intent to purchase the property would result in a loss of \$60,000 unnecessarily regardless of the fact that the city has paid \$105,000 to date for the option to purchase the property which is now a "sunk cost".

Council Member Broadhead asked if the parcel would have to be sub-divided if acquired. City Manager Reeves indicated that it was already divided according to the Utah County Parcel Map.

Council Member Miller stated it was a great location, that it would have been a great recreation center, and that it could be a great location for a new city hall, but he thinks it is time to end the agreement based upon the vote of the people. Mayor Hunsaker seconded Council Member Miller's comments and stated he hoped that the staff and council remained resilient even with the loss of the election. He opined that this property would have solved a number of problems but it is not in the budget without voter approval.

Council Member Mecham stated that this property would have been great for the community. He said that our recreation department is currently at capacity. He hopes that a new solution can be brought forward to provide more gym space and indoor programming space.

Council Member Rowley stated that the council, veterans, and seniors are bursting at the seams and need space. She hopes that a new solution can be found to solve this issue.

Council Member Broadhead wanted to know why the city could not use gym space in the Payson Middle School and Payson High School considering Santaquin students attend there. City Manager Reeves said that this is an idea that could be discussed with Nebo School District in the future.

Motion: Council Member Broadhead motioned to discontinue the agreement with Mr. Ercanbrack and discontinue paying the \$15,000 monthly for the proposed Recreation Center

Council Member Miller seconded the motion.

Roll Call:

Council Member Broadhead	Aye
Council Member Miller	Aye
Council Member Montoya	Aye
Council Member Rowley	Aye
Council Member Mecham	Aye

The motion passed 5-0

Discussion and Possible Action Regarding Special Approval for Lots to be Developed on a Single Access that is Over Five Hundred Feet (500') - Derek Palfryman (Approximately 200 E. 820 S.)

Community Development Director Bond explained to the council that a recent ordinance was passed that amended the city code to could allow special council approval of lot development along a single access road further than 500 feet. Bond reviewed the changes per Ordinance 09-02-2019.

Council Member Broadhead said he understands the concerns of the residents since he lives on a dead-end street with 12 homes with a number of children, but he noticed that residents tend to drive more carefully on dead-end streets. The previous council denied the current property owners development rights based upon the old code, but with the new code (*as outlined in the referenced ordinance*), he cannot justifiably find a reason to deny the request other than the neighbors do not like it.

Council Member Broadhead asked if there have ever been any water quality concerns. Stacia Cook stood up from the public and stated that she lives on that dead-end and her neighbors had their sewer back up twice. City Engineer Beagley stated that sewer issues did not pertain to the culinary water discussion. He noted that water quality issues, in relation to single access roads, had more to do with a dead end water line and possible stagnation. However, additional homes would increase water flow and would actually help with the water quality.

Council Member Miller asked why the original ordinance was passed to restrict development on a single access to a maximum of 10 lots. Community Development Director Bond responded this had to do with fire department recommendations and international fire code standard at that time. However, current international fire code standards allows for 30 units. Santaquin City standards are based less on the number of units, rather they are based upon linear distance of the access along with utility looping.

Council Member Montoya said she was not confident that 3 homes could be placed on the proposed lot with adequate space for a fire department turn-around. Community Development Director Bond said that two lots could be built and the developer's engineer would need to illustrate that a third lot could be developed taking into consideration the fire department turn around requirements and lot size requirements per city code.

Council Member Broadhead asked if the current turn-around bubble in the street was at the 500-foot requirement and if that was its original purpose. Director Bond indicated that this appeared to be the case.

Council Member Broadhead said that he did not see how the council could go against their own ordinance seeing as they had passed all of the requirements of the ordinance and met the approval of the City Engineer, Community Development Director, Fire Chief and Police Chief.

Recommended Motion:

Motion: Council Member Mecham motioned to approve request from Mr. Palfryman to allow for the subdivision of his property providing for additional units so long as those lots meet city code and standards.

Council Member Broadhead seconded the motion.

Roll Call:

Council Member Broadhead	Aye
Council Member Miller	Nay
Council Member Montoya	Nay
Council Member Rowley	Aye
Council Member Mecham	Aye

The motion passed 3-2

Ordinance 11-02-2019 The Proposed Orchard Vista Rezone that Would Change the Zoning of Approximately 5.76 Acres From Interchange Commercial (C-1) Zone to Main Street Residential (MSR) Zone (Approximately 200 N. 450 E. – North)

Community Development Director Bond showed the proposed concept plan for the high-density residential units proposed. Community Development Director Bond stated that the developers met the open space requirements and the enhanced parking requirements. He explained that in Concept B there is connectivity to the roads to the south through the Ace Hardware parking lot where there is no such connectivity in Concept A. Community Development Director Bond stated that the recommendation from planning commission was against the rezoning and proposed development.

Council Member Miller said he recalled the corridor along Main Street and 400 East has been recommended for high-density dwelling units by the planning commission in previous meetings. Council Member Miller said he felt that the council had been careful with this issue regarding placement of high-density housing and had even put a hold on building high-density housing until the planning commission decided where high density should be located. He said that he now feels like the planning commission was throwing the council under the bus after receiving pressure from the public during their recent public hearing.

Council Member Montoya stated that she agreed that the proposed plan does make sense for the rezone and that the area behind the grocery store does not make sense for commercial businesses because of the lack of visibility that will to help keep those businesses viable. She continued her comments in relation to the traffic issues and stated that the city is restricted by Main Street because it is a UDOT Highway so it is not up to the city where they can put in a stop light to help alleviate the traffic along 400 East.

Council Member Miller then asked if this action can go back to the planning commission. Community Development Director Bond stated that if the rezone was approved, then the development would follow the standard development process which includes a review by the planning commission. However, rezoning is a legislative decision made by the city council. City Manager Reeves stated that it would be helpful for the motion to include specific conditions of approval such as a requirement for a development agreement, which could include enhanced development requirements.

Council Member Broadhead referred to a comments made during the public forum about Main Street Residential zone (MSR) being one block away from Main Street not two or three – so is this spot zoning and why should the council consider the MSR zone 2 blocks away from Main Street? City Manager Reeves responded that this goes back to Council Member Miller's comments regarding the planning commission's decisions to perpetuate the MSR as a buffer zone along this development as it has been used in the past for this purpose along Main Street.

City Manager Reeves then showed a map of Parcel Tax Values using a 3D GIS mapping tool and illustrated the community wide financial benefit of the proposed project. He visually illustrated the issues related to urban sprawl, which pushes residential further and further out where the furthest homes are the most expensive for cities to provide services. He then showed visually how keeping development in a centralized location pays for itself in terms of infrastructure cost reduction because it brings in higher property tax per square foot than urban sprawl. City Manager Reeves then brought up a GIS map of public safety calls made within Santaquin City in 2018. He stated that he previously believed that perceptionally speaking, the more dense the development the more calls for public safety services there would be. However, the data illustrates that there is no more burden on public safety in the city center in these more dense areas than there is in Summit Ridge or any other area in the city. Presumably, this is because younger families are moving into those units and they have less of a demand for public safety services than an older less healthy population. These public safety facts, along with the higher revenue per square foot, brings a true economic justification to allow for higher density in the city's center area, within a walkable area to local businesses. City Manager Reeves continued by stating that there obviously needs to be a balance between high-density and single-family homes. However, the concept that all higher density developments are bad is proven to be incorrect with these models. Furthermore, we as a community want our children and grandchildren to live near us. However, it has become unaffordable for them to do so in many cases unless we have a balanced stock of housing options within our community that offers more affordable homes in the overall mix. The truth is that nobody wants high density in their own backyard, but it needs to happen to keep that balance. City Manager Reeves recommended the city council and planning commission consider a full general plan update next year utilizing a 3rd party contractor to facilitate the discussion to answer the questions of where it makes most sense for the construction of higher-density housing within our community.

Council Member Broadhead said his issue was not with the general concept of higher-density, but was with 400 East itself, which already has traffic backup issues plus a potential High School and Junior High School in the future. Council Member Broadhead said we need to think about widening 400 East. City Manager Reeves stated that it is his understanding that the proposed development would widen 400 East.

Referencing Senate Bill 34 passage in March of 2019, Mayor Hunsaker said that it should be mentioned that efforts from the state legislature are mandating affordable housing plans for Utah cities. There is a political effort at the state that state funding such as sales tax revenue may be withheld if we do not have affordable housing plans. He said that this point should be laid out for the public to understand.

Council Member Miller asked if the rezoning in this area could become a PUD. Director Bond stated that the developer had requested a change to the MSR zone, which does not allow for a PUD. City Manager Reeves said that the council could condition their rezone on the mutual acceptance of a property development agreement, which would act very similar to the negotiations of a PUD. Manager Reeves said that a development agreement could establish amenities and cap the number of units. He also reminded the council that there is the caveat that the developments would have to be able to pay for those amenities, which in the end, raises the cost per unit to the end buyer. City Manager Reeves stated that the people who would buy these future homes, are good people. They are our own kids, who are not able to afford a single family home.

Council Member Mecham said that this development will affect him too (*since he lives on 400 East*) but he thinks about his own kids. He shared that one of his kids is in his 30's and only recently bought his first home. He has another child in his late 20's and still cannot buy a home.

Council Member Miller asked if the rezone would include a development agreement. Council Member Broadhead said he would like to see the zone changed to a PUD and not MSR and asked City Attorney Rich if they could apply base zoning to do what they wanted in the area. City Attorney Rich said that if that were to be the case then the ordinance would be contingent on a development agreement. He said that contingent zoning is unusual, but that it is a way the council could proceed.

Council Member Broadhead asked if staff could come back with another recommendation for zoning and Council Member Montoya asked if they were limited by what was already in place with the Ridley's agreement. City Engineer Beagley stated that it would have to be added as an addendum or a new agreement would have to be put into place. Council Member Montoya asked if they could hold the developers to a number of units or if they are empowered by the zoning and have free reign on the number of units per the zoning laws. City Manager Reeves said that the number of units would be contingent on a development agreement. City attorney Rich said that to be clear if the council adopts this ordinance then they are changing to the MSR zone, but that they would be doing so contingent on the acceptance of a mutually beneficial development agreement. Community Development Director Bond clarified that if the council wants an entirely different zone, then they should not adopt this ordinance as written.

Motion: Council Member Montoya motioned to approve Ordinance 11-02-2019 "The Proposed Orchard Vista Rezone that Would Change the Zoning of Approximately 5.76 Acres from Interchange Commercial (C-1) Zone to Main Street Residential (MSR) Zone providing for severability, scrivener's errors, codification", and made it subject to approval of a development agreement by November 20th, 2020.

Council Member Mecham seconded the motion.

Roll Call:

Council Member Broadhead	Nay
Council Member Miller	Aye
Council Member Montoya	Aye
Council Member Rowley	Nay
Council Member Mecham	Aye

The motion passed 3-2

Mayor Hunsaker called for a 5-minute break.

Ordinance 11-03-2019: The Proposed Heelis Farms Rezone That Would Change the Zoning of Approximately 3.91 Acres of Property From R-10 Residential Zone to R-8 Residential Zone and Main Street Residential (MSR) Zone (Approximately 200 N. 450 E. – South)

Community Development Director Bond informed the council that this proposed Heelis Farms development exceeds the parking requirements as laid out in city code and the planning commission gave a negative recommendation for the rezoning to MSR. He explained that the planning commission would be satisfied if the property were zone to R-8 or R-10 in its entirety instead of MSR. He stated that this agenda item is similar to the last proposal in terms of zoning and development in this area of the city.

Council Member Broadhead asked if the whole area would be rezoned. Community Development Director Bond responded that it would be split between R-8 and MSR zones.

Council Member Miller asked if high density is allowed in R-8 and Community Development Director Bond explained that higher density PUDs are no longer allowed in the R-8 but is allowed in the R-10 zone as a PUD overlay.

Council Member Broadhead asked if there was a reimbursement agreement in the current agreement and Community Development Director Bond responded that there was a reimbursement in the current agreement for the 65-foot right of way, increase of 15-18 feet of curb, gutter, landscape, and asphalt.

Motion: Council Member Mecham motioned to approve Ordinance 11-03-2019, "The Proposed Heelis Farms Rezone That Would Change the Zoning of Approximately 3.91 Acres of Property From R-10 Residential Zone to R-8 Residential Zone and Main Street Residential (MSR) Zone providing for severability, scrivener's errors, codification", and made it subject to approval of a development agreement by November 20th, 2020.

Council Member Miller seconded the motion.

Roll Call:

Council Member Broadhead	Aye
Council Member Miller	Aye
Council Member Montoya	Aye
Council Member Rowley	Nay
Council Member Mecham	Aye

The motion passed 4-1

Ordinance 11-04-2019: A Proposed Time Extension of the Summit View Communities Conditional Rezone (Approximately 600 N. SR-198)

There has been a lot of effort from the developers to study and understand the complexities of this property. Due to geological reasons, changes to the design have been drafted and this effort has taken a considerable amount of time.

City Engineer Beagley said there is a requirement for hazard mitigation including finding fault lines. The developer discussed the fault lines found and the changes in development plans that had to occur due to the geo-tech hazard studies. Current engineering proposals and findings are being reviewed by the DRC right now. City Engineer Beagley said that his staff does not have the expertise

or time to re-engineer or re-study such issues. As such, they rely upon third party geo-technical studies. However, due to the amount of time involved, an extension of this conditional zoning is recommended by staff.

Motion: Council Member Montoya motioned to approve Ordinance 11-04-2019: A Proposed Time Extension of the Summit View Communities Conditional Rezone providing for changes in the document to 288 acres," and subject to approval of a development agreement by November 20th, 2020.

Council Member Rowley seconded the motion.

Roll Call:

Council Member Broadhead	Aye
Council Member Miller	Aye
Council Member Montoya	Aye
Council Member Rowley	Aye
Council Member Mecham	Aye

The motion passed 5-0

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

City Manager Reeves – He wanted to remind the council that the first council meeting in December is cancelled due to the Employee Christmas Party. Council Member Rowley asked if the Angel Tree was up yet and City Manager Reeves said he would notify council when it would be put up. Manager Reeves indicated that the city would cut down the number of gifts in Christmas raffle this year due to public concerns expressed last year. However, he reminded the council that all raffle donations will go to a local family in need.

Community Development Director Bond – Nothing to report.

City Engineer Beagley – Nothing to report. He said that he is finishing up some construction projects before the winter season.

REPORTS BY MAYOR AND COUNCIL MEMBERS

Council Member Rowley – Nothing to report.

Council Member Montoya – The youth council helped with the Veteran's Day dinner, which was very well attended. The youth council is also helping with the parade of lights by putting flyers on residences to raise awareness and participation in the light parade. Scholarship for service on the youth council will be officially offered by Santaquin City through the Payson High School process.

Council Member Miller – Leisure Services Director John Bradley is working on a couple of grants. The first is a Utah Jazz grant to get a basketball court in Centennial Park. The second is a MAG grant to improve the City's trail system and they will match up to \$150,000. The recreation department is working to design and build a maintenance shed for their equipment. In the December Santaquin Recreation Board Meeting, they will be discussing a new vision for what direction the city should follow now that there would not be a Recreation/Aquatics Center. Flag football is ending on the new fields, which have been used every day and the lights there are great. The Mt. Nebo Water

Agency meeting went well. Lastly the police department hired a new officer who starts on December 2nd. The candidate did very well in the interview process. The new officer is from Utah County so he is already trained and ready to go.

Council Member Mecham – He recommended that we need to raise the level of concern about and the Main Street traffic issues because waiting is not wise. The traffic on Main Street is huge concern as traffic backups for many blocks. If we wait, we are going to be in big trouble.

Council Member Broadhead – In 3 weeks, Council Member Broadhead indicated that he will have his surgery. As such, his last official Santaquin City Council Meeting is likely tonight. Last words of advice to the city council are that Santaquin City has great employees, so take care of them. He also recommended that the future city council keep a close eye on the community's water needs – "as big as we're growing we need all the water we can get."

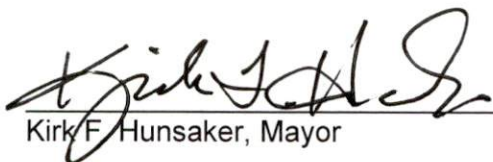
Mayor Hunsaker – Nothing to report.

ADJOURNMENT

At 9:09pm Council Member Broadhead moved to adjourn. Council Member Miller seconded the motion. The vote was as follows:

Council Member Broadhead	Aye
Council Member Miller	Aye
Council Member Montoya	Aye
Council Member Rowley	Aye
Council Member Mecham	Aye

The motion passed with a 5 to 0 vote.


Kirk F. Hunsaker, Mayor


K. Aaron Shirley, City Recorder

Motions: Council Member Miller motioned to approve the consent agenda.

Council Member Mecham seconded the motion.

Roll Call:

Council Member Broadhead	Aye
Council Member Montoya	Aye
Council Member Mecham	Aye
Council Member Miller	Aye

Motion passes 4-0

PUBLIC FORUM

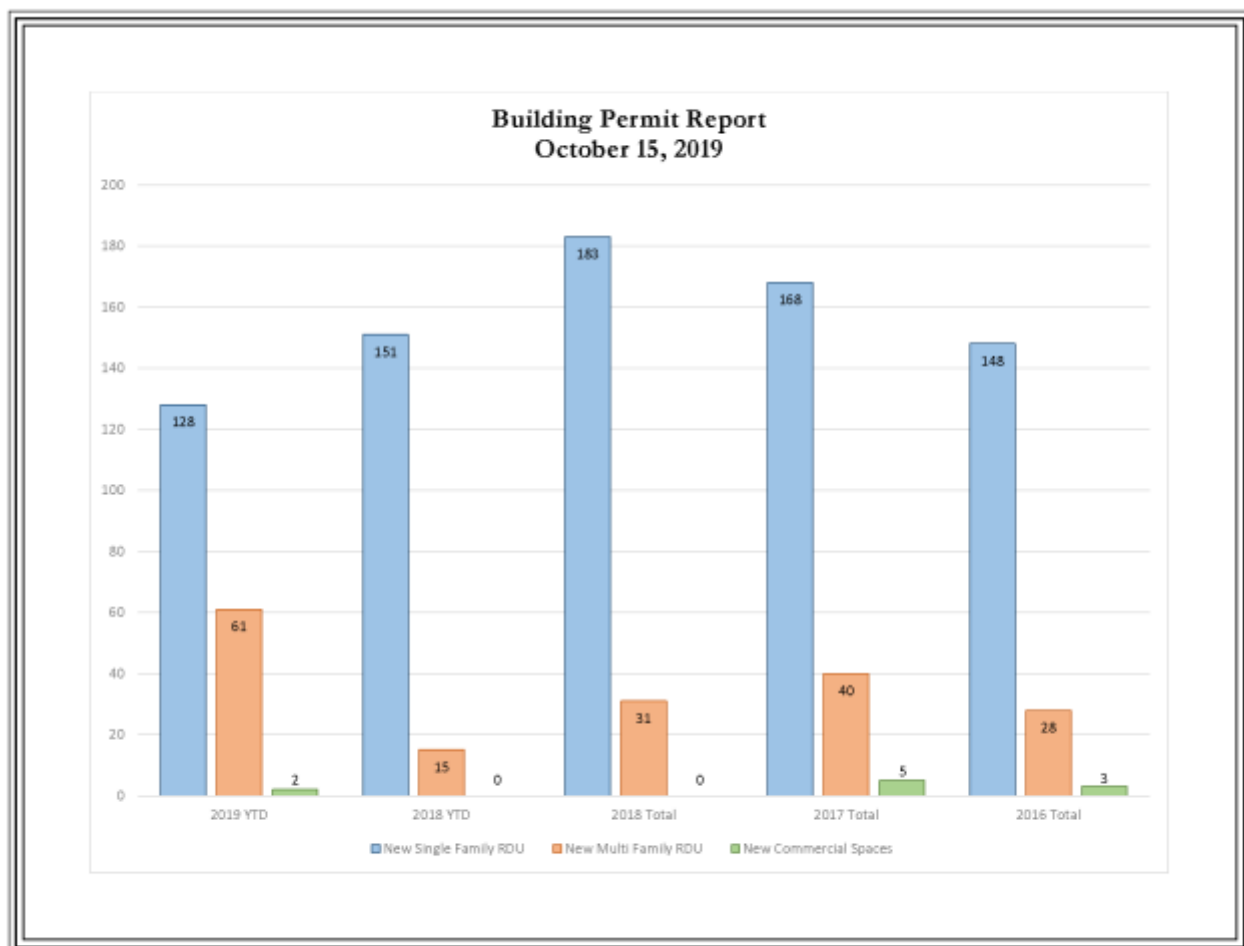
Shanna Stilson wanted to state for the record that the tax increase associated with the Recreation/Aquatics Center Bond is approximately 89% for the City as a whole.

FORMAL PUBLIC HEARING

None

BUSINESS LICENSES

Community Development Director Bond stated that since the beginning of 2019 there has been an addition of 128 single-family residential dwelling units, 61 multi-family residential dwelling units, and 2 commercial spaces approved within the city.





The meeting was called to order by Mayor Kirk Hunsaker at 6:00 p.m.

Council Members Attending: Mayor Kirk Hunsaker, Council Member Chelsea Rowley, Council Member Betsy Montoya, Council Member Lynn Meacham, Council Member Keith Broadhead, Council Member Nicholas Miller.

Other's Attending: Community Development Director Jason Bond, City Engineer Norm Beagley, Legal Counsel Brett Rich

PLEDGE OF ALLEGIANCE

Led by Jason Bond

INVOCATION/INSPIRATIONAL THOUGHT

Chelsey Rowely offered an invocation.

DECLARATION OF ANY CONFLICT OF INTEREST

Mayor Hunsaker declares that he is an employee of VanCon who is doing a number of projects in the city.

CONSENT AGENDA

Minutes: October 15, 2019 – Council Meeting Minutes
October 29, 2019 – Special Council Work Meeting Minutes

Bills: \$586,991.43

Consent Action Items:

- Ordinance 11-01-2019 "An Ordinance Amending Title 1-5-4 Regarding Santaquin City Council Meeting Location." (*Outlining 275 W. Main 2nd Floor for Official Meetings*)

Motion: Council Member Miller motioned to approve the consent agenda.
Council Member Rowley seconded the motion.

Roll Call:	Council Member Rowley	Aye
	Council Member Montoya	Aye
	Council Member Meacham	Aye
	Council Member Miller	Aye
	Council Member Broadhead	Aye

The motion passed 5-0

Council Member Broadhead saw that the ordinance incorrectly indicated that the Council met on Wednesday. The ordinance was passed separate from the consent agenda.

Council Member Mecham made the motion to approve Ordinance 11-01-2019 “An Ordinance Amending Title 1-5-4 Regarding Santaquin City Council Meeting Location.” (*Outlining 275 W. Main 2nd Floor for Official Meetings*) with the amendment that meetings be moved to Tuesdays in the ordinance.

Motion was seconded by Council Member Montoya.

Roll Call:	Council Member Rowley	Aye
	Council Member Montoya	Aye
	Council Member Mecham	Aye
	Council Member Miller	Aye
	Council Member Broadhead	Aye

The motion passed 5-0

PUBLIC FORUM, AWARD

Norm Beagley announced the Volunteer of the Month Award going to Ted Roy and read the following:

“Ted Roy is our November Volunteer of the Month. He is regularly seen walking along Summit Ridge Parkway picking up trash, pulling weeds, speaking a kind word to fellow walkers and waving hello to motorists. In fact, for the past little while, he has been seen on his hands and knees cutting out weeds along the road that were poisoned by our public works crew. His goal was to make the Parkway look as nice as possible for the Grand Opening of the road extension. When asked why he spends time giving service in this manner, he said he feels it is his civic responsibility.

When Mr. Roy was younger, he spent time serving on the sheriff’s posse and the sheriff’s rescue team while his profession was school teacher to children and teens. He has six children and his five boys have all received their Eagle Scout Award, which makes each one a 4th generation Eagle Scout. Mr. Roy would like to start a campaign called Weed Angels which would focus on teaching children how to beautify their community by doing a little bit each day, such as pulling a few weeds or picking up trash on their way to the park. He is dedicated to beautifying our community and very much appreciated by all who live in Summit Ridge. Thank you for your service Mr. Roy!”

Ted Roy spoke briefly and said it would be good to have something to help the younger generation like the mentioned Weed Angels so that kids can learn through experience about civic involvement and responsibility to the community.

Mayor Hunsaker presented the award to Ted Roy and a photo was taken.

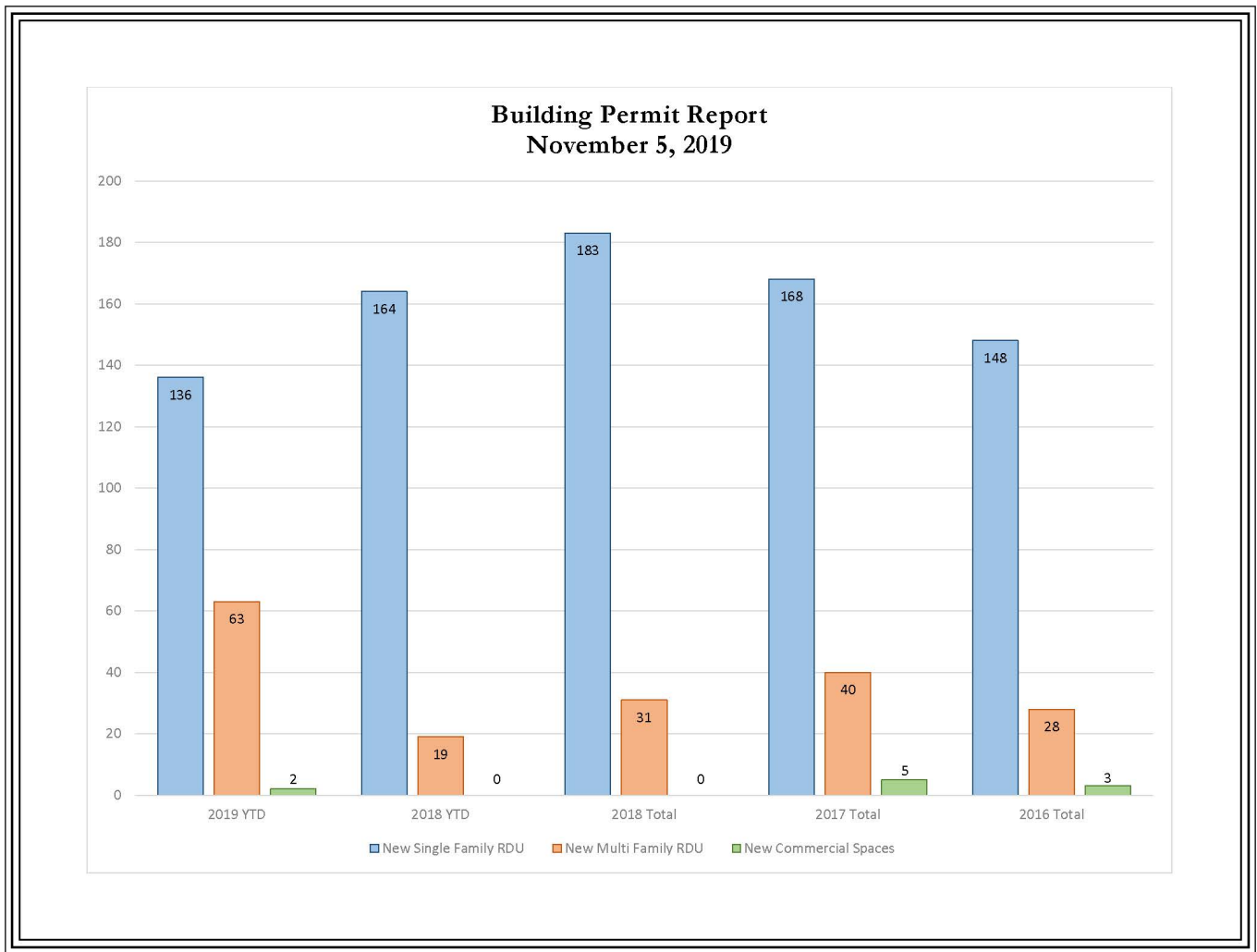
Payson-Santaquin Chamber of Commerce Award for business of the month was presented to Costco because they help the chamber provide food, drinks, and other supplies for community and chamber events. Julian Robinson accepted the award on behalf of Costco. Julian spoke and said she was hired when Costco opened seven years ago as an area marketer and wanted to be involved in the community businesses in the Payson-Santaquin area.

Mayor Hunsaker presented the award to Julian Robinson who was accepting the award on behalf of Costco.

BUSINESS LICENSES

New Business Licenses

Name	Owner	Address	Description	BL#
Body Renaissance, LLC	Jennifer Trinidad	548 Stone Way	Facials & Muscle Relaxation Therapies	BL-4473
Vastreck Property Solutions	V. Van Rogers	1019 E. 270 S.	Real Estate Investing	BL-4474
Maracas Liquor License	Emeterio I. Estrada	340 E. Main St.		BLB-43971



NEW BUSINESS & ADOPTION OF ORDINANCES AND RESOLUTIONS

Resolution 11-01-2019 – “A Resolution Requesting the Recertification of the Santaquin Justice Court”

Mayor Hunsaker ceded time to City Attorney Rich for the recertification of the Justice Court. City Attorney Rich stated that it's a requirement of the state to recertify the Justice Court every four years and explained his opinion contained within the Resolution which laid out the operations of the Justice Court and how those operations met the requirements by state statute. City Attorney Rich said he was happy to answer any questions that the Council had on the court recertification.

Council Member Montoya had a question about the recertification process and asked if the Justice Court is affected if the towns of Genola and Goshen don't go through the recertification process. City Attorney Rich stated that while it is perceived by some that the Justice Court that takes place here in Santaquin is a single court for three separate entities, the court is in fact three separate Justice Courts.

Council Member Broadhead asked if the recertification process failed then where would he towns of Goshen and Genola go for Justice Court and City Attorney Rich responded that the County courts would step in and assist in taking care of those areas.

Motion: Council Member Broadhead motioned to adopt Resolution 11-01-2019 – “A Resolution Requesting the Recertification of the Santaquin Justice Court”. Council Member Mecham seconded the motion.

Roll Call:	Council Member Rowley	Aye
	Council Member Montoya	Aye
	Council Member Miller	Aye
	Council Member Mecham	Aye
	Council Member Broadhead	Aye

The motion passed 5-0

Discussion and Possible Action Regarding a Change Order to the Harvest View Sports Complex to Expand the Parking Area by Providing Additional Road Base

City Engineer Beagley showed a photo of the area surrounding the new soccer fields and explained to the Council that this change order is in order to expand the parking area by providing additional road base that would be especially useful during times of inclement weather and moisture that would bring about excess mud.

Council Member Broadhead asked if there is sufficient space in that area for a parking lot and City Engineer Beagley stated that yes there was and clarified that it would provide enough room for one row of cars along the fencing of the soccer fields.

Council Member Montoya asked if there would be markers to this additional road base and City Engineer Beagley stated that yes there would be clear indication of where the parking lot would start and end including possible cones, fences, or barriers.

Council Member Rowley was concerned that without the separation of open grass and clearly designated road base that cars had been going everywhere and was becoming a safety concern for the kids. Council Member Miller also stated that after soccer practice ends that cars were going in every direction to leave the area. City Engineer Beagley said that staff could work to clean that up to have clear signage and separation between parking and walking areas near the soccer fields.

Council Member Miller expressed his concern on the limited amount of gate entrances that could be contributing to the haphazard driving in the grass area. He said people have to stop driving on the grass because there is no reason for cars to drive on it – including city workers – because ruts and holes start to form in the grass and that becomes a danger to the athletes who use the fields.

Council Member Broadhead suggested that staff talk to the Public Works Director and inquire as to why city workers needed to drive on the grass.

Council Member Miller said he noticed the largest rut in the grass was already present at the ribbon cutting ceremony.

Council Member Broadhead asked staff about the price of the change order and City Engineer Beagley responded that it was about \$40,000 and would double the amount of road base that is currently there. Broadhead then asked if we could have city employees apply the road base instead of VanCon and Beagley stated that they could if that's how the Council wanted to proceed but the city would get more road base for the same amount of money by contracting this out with VanCon.

Council Member Mecham suggested that it might be better if the City held onto the funds and waited until spring for the public works department to pave it themselves since the paving season is coming to an end.

Council Member Broadhead asked when the change order could be completed and City Engineer Beagley told the Council that it would about four weeks to get the change order through which would be just about the end of the season for possible road base application.

Council Member Montoya said that it might be better to wait until spring.

Motion: Council Member Mecham motioned to table item 9a for a possible change order #4 to the VanCon Summit Ridge Soccer Fields contract for additional road base for parking at the site until spring time. Council Member Montoya seconded the motion.

Roll Call:

Council Member Rowley	Aye
Council Member Montoya	Aye
Council Member Mecham	Aye
Council Member Miller	Aye
Council Member Broadhead	Aye

The motion passed 5-0

Discussion and Possible Action Regarding the Installation of Street Lights at the Intersection of Summit Ridge Parkway and US-6 Main Street

City Engineer Beagley investigated this issue at the request of the Council and informed the Council that the cost would be about \$11,000 for the installation. Council Member Broadhead was concerned with the proposed location for the street lights wanted to know if the street lights could be moved closer to the actual road and intersection. City Engineer Beagley informed him that this was in accordance to UDOT specifications and requirements for the lights to be 100 feet away from highway 6 intersection but UDOT had given approval for the light to be moved 10 feet closer so 90 feet from the intersection and that he was happy to look into the issue and ask UDOT if the lights could be put in even closer proximity to the intersection. Council Member Rowley asked if temporarily reflectors or a sign could be put in to allow drivers to be aware of the intersections presence.

Council Member Montoya was curious as to whether UDOT would budge on the 90-foot proximity of the street lights to the highway 6 intersection and Council Member Broadband expressed his opinion that it would not be worth the \$11,000 cost otherwise. City Engineer Beagley stated to the Council that in addition to the 10-foot extension

UDOT had given, the arms of the cobra lights had an additional 15-foot reach horizontally but that would still be 75 feet from the intersection.

Council Member Broadband asked if two more street lights could be installed to the south of the intersection and if there was enough power to add them. City Engineer Beagley said that there was enough power for additional street lights and that it was an option but the costs would almost double.

Council Member Rowley asked if the speed limit of 60 would ever change on highway 6 near the intersection and City Engineer Beagley said that UDOT was not open to that idea.

Council Member Montoya said she was open to the idea of lamp posts similar to those on Summit Ridge Parkway with the costs of \$7,000 each.

Motion: Council Member Broadhead motioned to approve the installation of two new cobra-head street lights at the intersection of Summit Ridge Parkway and Highway 6 contingent on UDOT accepting closer positioning of the street lights to the intersection as well as two additional street lights on the south side of the intersection that are similar to the type of lamp on Summit Ridge Parkway. Council Member Mecham seconded the motion.

Roll Call:	Council Member Rowley	Aye
	Council Member Montoya	Aye
	Council Member Mecham	Aye
	Council Member Miller	Aye
	Council Member Broadhead	Aye

The motion passed 5-0

Discussion and Possible Action Regarding a Sewer System Master Plan Update to Reflect Recent Sewer System Upgrades and Recent Findings by J-U-B Engineers

City Engineer Beagley explained to the Council that staff had found in the upgrade process that the membranes in the sewer system were set for a 10-degree Celsius temperature but actual temperatures are closer to 14-degrees Celsius which means that there are higher flows through the membranes and a 22% higher capacity than previously thought attainable. The point of these master plan studies that are to be conducted are to 1) see what needs to be done to have the sewer system meet ground water standards as required by the city's recharge permit and 2) understand changes that need to be made to impact fees to cover future upgrades with the sewer system membranes higher capacity in mind.

Council Member Broadhead asked if it was possible that the studies would find that impact fees would be lowered? City Engineer Beagley said it was still not known as the previously mentioned recharge permit that requires these studies did not come in until after the most recent sewer system upgrades to the master plan.

Council Member Mecham asked how much this master plan update would cost and City Engineer Beagley responded that it was not to exceed \$15,000.

Council Member Montoya asked if this was an item that had to be decided tonight or if this could decide once the City Engineer had done more research on the potential questions of recharge models and systems.

City Engineer Beagley stated that per state code the Sewer Master Plan had to be updated every 5 years.

Motion: Council Member Mecham motioned to approve action Regarding a Sewer System Master Plan Update to Reflect Recent Sewer System Upgrades and Recent Findings by J-U-B Engineers not to exceed \$15,000. Council Member Broadhead seconded the motion.

Roll Call:	Council Member Rowley	Aye
	Council Member Montoya	Aye
	Council Member Miller	Aye
	Council Member Mecham	Aye
	Council Member Broadhead	Aye

The motion passed 5-0

An Update to the Regional Transportation Plan presented by the Mountainland Association of Governments (MAG)

A Mountainland Association of Government (MAG) representative explained that he wanted to show a [video](#) that explained the needs of the transportation in the county. Talked about the doubling of population by 2055 and that current projections have areas along the Wasatch front to surpass populations of large well-known cities within the U.S. such as Seattle and San Diego. With this increase in population choke points naturally develop in both newly developed areas and city centers. Grid systems are the most desirable for community planning as they provide multiple options to commuters as to how to arrive at their destinations but there are geographical challenges that don't allow for this to always be possible in all communities in Utah County with mountains, lakes, and other natural features, for example, in the Eagle Mountain and Saratoga Springs areas. Possible solutions for these choke points include the transportation grid or system of connectivity (where geographically possible) and more transit options. MAG's TransPlan50 is the Regional Transportation Plan for an increasingly urbanized Utah County. Historically, regional connections between cities and other areas were put in place by the state without much planning for future connectivity needs and higher population densities – TransPlan50 is designed to plan for these needs moving forward into the future.

He showed a heat map that showed the population densities in Utah County near Santaquin and Payson showing side by side comparison of densities in 2017 and 2050. Showed the side by side population density increases between 2017 and 2050 by North, South, East, and Western Utah County. He then showed a proposed connectivity grid with Santaquin, Genola, Payson, and cities northward – this grid connectivity would decrease traffic delays by almost 50% in contrast to planning without a grid. The next step would be proposing more major highways including adjusting existing I-15 infrastructure. The grid connectivity between communities is the toughest point to get buy in but there are three phases to this transportation plan that would be implemented by 2050.

Council Member Montoya asked what the timeline was for the first phase. He responded that the next 10 years, from 2020 to 2030, is the current timeline for the first phase of studies from Lehi to Payson with environmental impact studies underway in the Spring of 2020. These

studies include light rail over point of the mountain to Lehi and what would free transit do if continued much like the UVX transit in Provo today.

Council Member Broadhead asked why there is no population increase projections for Genola, Goshen, and Alberta. He responded that this is because those areas are so far removed and there is no municipal infrastructure in place currently making it difficult to make projections for population growth.

WORK MEETING

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

Community Development Director Bond –

The next meeting will include some rezones, grocery store talk, and development proposals.

City Engineer Beagley –

No reports.

REPORTS BY MAYOR AND COUNCIL MEMBERS

Council Member Rowley wanted to report that there will be a Shop-Small-O’Poly event put on by the Payson-Santaquin Chamber of Commerce for the month of November. You can get a game board and pieces at participating business, city offices, and the chamber office. There are great prizes and it’s a great way to get to know local businesses.

ADJOURNMENT

At 7:25 pm Council Member Miller moved to adjourn. Council Member Montoya seconded the motion. The vote was as follows:

Council Member Rowley	Aye
Council Member Montoya	Aye
Council Member Mecham	Aye
Council Member Miller	Aye

The motion passed with a 4 to 0 vote.

Kirk Hunsaker, Mayor

K. Aaron Shirley, City Recorder

SANTAQUIN CITY CORPORATION
Invoice Register - 11/4/2019 to 11/15/2019 - All Invoices

11/15/2019

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name.</u>	<u>Description</u>
00046379	DAILY HERALD, THE	79103	11/5/2019	11/5/2019	\$43.89			
					43.89	1078220	NOTICE, ORDINANCES & PUB	CODE AMENDMENT NOTICE
011540	MONSEN ENGINEERING INC	79120	11/5/2019	11/5/2019	\$1,507.50			
					753.75	1048210	BOOKS, SUBSCRIPT, MEMBE	SOFTWARE CONTRACT
					753.75	1068210	BOOKS, SUBSCRIPTIONS, ME	SOFTWARE CONTRACT
0373671	CHRISTENSEN OIL	79006	11/4/2019	11/4/2019	\$1,710.40			
					427.60	1060250	EQUIPMENT MAINTENANCE	MAINTENANCE
					427.60	5140250	EQUIPMENT MAINTENANCE	MAINTENANCE
					427.60	5240250	EQUIPMENT MAINTENANCE	MAINTENANCE
					427.60	5440250	EQUIPMENT MAINTENANCE	MAINTENANCE
0373781	CHRISTENSEN OIL	79100	11/4/2019	11/4/2019	\$184.02			
					184.02	1060250	EQUIPMENT MAINTENANCE	SHELL CORENA
	Vendor Total:				\$1,894.42			
0864-001401691	REPUBLIC SERVICES LLC	79046	11/4/2019	11/4/2019	\$60.41			
					60.41	1062311	WASTE PICKUP CHARGES	CITY USE
0864-001403401	REPUBLIC SERVICES LLC	79130	11/5/2019	11/5/2019	\$387.45			
					387.45	1062311	WASTE PICKUP CHARGES	WASTE
0864-001404697	REPUBLIC SERVICES LLC	79130	11/5/2019	11/5/2019	\$28,538.68			
					20,220.92	1062311	WASTE PICKUP CHARGES	WASTE
					8,317.76	1062312	RECYCLING PICKUP CHARGE	RECYCLING
	Vendor Total:				\$28,986.54			
1067	KEN GARF WEST VALLEY DODGE	79090	11/14/2019	11/14/2019	\$57,295.00			
					57,295.00	4240771	LEASE PURCHASES	2019 RAM 5500 CHASSIS
1083675	BEST DEAL SPRINGS	79093	11/4/2019	11/4/2019	\$165.93			
					165.93	1060250	EQUIPMENT MAINTENANCE	EQUIPMENT MAINTENANCE
11042019	CENTRACOM INTERACTIVE	79041	11/4/2019	11/4/2019	\$2,613.70			
					2,613.70	1051280	TELEPHONE	TELEPHONE
11042019	COUNTRYFRESH LAUNDROMAT, LLC	79042	11/4/2019	11/4/2019	\$47.00			
					47.00	1054240	SUPPLIES	LAUNDRY
11042019	K. SHAWN PATTEN, ATT. AT LAW	79044	11/4/2019	11/4/2019	\$2,450.00			
					2,450.00	1042331	LEGAL	LEGAL
11042019	STRINGHAM'S HARDWARE	79050	11/4/2019	11/4/2019	\$1,542.22			
					150.00	1043480	EMPLOYEE RECOGNITIONS	ADMIN
					27.98	1043610	OTHER SERVICES	ADMIN
					48.06	1048240	SUPPLIES	ENGINEERING
					3.99	1054240	SUPPLIES	POLICE
					102.90	1060270	UTILITIES - STREET LIGHTS	STREET LIGHTS
					367.26	1070300	BUILDINGS & GROUNDS MAI	PARK
					173.81	1070310	FIELD MAINTENANCE EXPEN	FIELD MAINTENANCE
					12.58	1077300	BUILDINGS & GROUND MAIN	CEMETERY
					16.52	4140703	RECREATION CENTER BALLO	REC
					259.97	5140240	SUPPLIES	WATER
					36.70	5240240	SUPPLIES	SEWER
					159.21	5240520	WRF - SUPPLIES	WRF
					26.97	6340240	SUPPLIES	MUSEUM
					111.30	7240240	SUPPLIES	LIBRARY
					15.04	7540240	SUPPLIES	SENIORS
					29.93	7657250	EQUIPMENT MAINTENANCE	FIRE
11042019	VANCON, INC	79052	11/4/2019	11/4/2019	\$55,554.67			
					55,554.67	5740510	SOCCER PARK	1902 SANTAQUIN SUMMIT RID

SANTAQUIN CITY CORPORATION
Invoice Register - 11/4/2019 to 11/15/2019 - All Invoices

11/15/2019

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Description</u>
11042019	W.M. ERCANBRACK CO	79002	11/4/2019	11/4/2019	\$15,000.00			
					15,000.00	4140703	RECREATION CENTER BALLO	NOVEMBER BUILDING OPTIO
11122019	PAYSON CITY	79126	11/4/2019	11/4/2019	\$4,543.40			
					4,543.40	1041330	DONATIONS	COMMUNITIES THAT CARE D
11132019	UTAH COUNTY HEALTH DEPT.	79146	11/5/2019	11/5/2019	\$99.00			
					99.00	5240240	SUPPLIES	HEP A/B VACCINES FOR TANN
11142019	HOME DEPOT	79112	11/4/2019	11/4/2019	\$286.61			
					286.61	1060240	SUPPLIES	SUPPLIES
12478	SOUTH UTAH VALLEY SOLID WASTE	79049	11/4/2019	11/4/2019	\$2,180.25			
					2,180.25	1062312	RECYCLING PICKUP CHARGE	OCTOBER
1297143	SOUTH RIDGE FARMS	79139	11/11/2019	11/11/2019	\$1,779.70			
					1,779.70	1043610	OTHER SERVICES	COLUMBUS DAY FAMILY ACTI
14213-CREDIT	SMASH ATHLETICS, INC	79032	11/4/2019	11/4/2019	(\$254.60)			
					-254.60	7657244	UNIFORMS	UNIFORM
14400	SMASH ATHLETICS, INC	79032	11/4/2019	11/4/2019	\$494.05			
					494.05	6140650	WRESTLING	WRESTLING SHIRTS
14429	SMASH ATHLETICS, INC	79138	11/11/2019	11/11/2019	\$8.25			
					8.25	6140450	YOUTH VOLLEYBALL	UNIFORMS
14431	SMASH ATHLETICS, INC	79138	11/11/2019	11/11/2019	\$208.35			
					208.35	1054240	SUPPLIES	4 JACKETS WITH EMBROIDER
	Vendor Total:				\$456.05			
15116	UPPER CASE PRINTING	79145	11/11/2019	11/11/2019	\$506.05			
					506.05	5140240	SUPPLIES	OCTOBER
16345947	DESERET BOOK COMPANY	79104	11/4/2019	11/4/2019	\$95.13			
					95.13	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
17-100	TOWN OF GOSHEN	79144	11/4/2019	11/4/2019	\$595.52			
					595.52	1022430	COURT FINES AND FORFEITU	OCTOBER
17-106	UTAH STATE TREASURER	79151	11/4/2019	11/4/2019	\$7,501.30			
					7,501.30	1042610	STATE RESTITUTION	OCTOBER
17-107	TOWN OF GENOLA	79143	11/4/2019	11/4/2019	\$8,574.69			
					8,574.69	1022430	COURT FINES AND FORFEITU	OCTOBER
17-128	LARA, PEGGIE	79116	11/4/2019	11/4/2019	\$50.00			
					50.00	1042310	PROFESSIONAL & TECHNICA	INTERPRETER - 2 HOURS
19-150 ENGINE	SOUTH UTAH VALLEY ELECTRIC SER	79036	11/4/2019	11/4/2019	\$79.16			
					79.16	5740510	SOCCER PARK	ENGINEERING FEE NOT PAID
1915-005	VANCON, INC	79152	11/4/2019	11/4/2019	\$108,414.98			
					108,414.98	4140817	2019 HANSEN TANK PROJEC	HANSEN TANK PROJECT
19J1324	CHEMTECH-FORD, INC	79098	11/5/2019	11/5/2019	\$80.00			
					80.00	5240310	PROFESSIONAL & TECHNICA	SEWER
19J1669	CHEMTECH-FORD, INC	79098	11/4/2019	11/4/2019	\$123.00			
					123.00	5240310	PROFESSIONAL & TECHNICA	WRF
19K0261	CHEMTECH-FORD, INC	79098	11/4/2019	11/4/2019	\$100.00			
					100.00	5140310	PROFESSIONAL & TECHNICA	SERVICE
	Vendor Total:				\$303.00			
20110820	EPIC ENGINEERING	79108	11/11/2019	11/11/2019	\$116.50			
					58.25	1022450-149	(INSP) [A10] APPLE HALLOW-	APPLE HOLLOW A10 INSPECT
					58.25	1022450-149	(INSP) [A10] APPLE HALLOW-	ORCHARDS PLAT C6 INSPECT

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20112704	EPIC ENGINEERING	79108	11/11/2019	11/11/2019	\$166.00			
					166.00	4540301	500 WEST PROJECT	500 WEST STAKING
20112708	EPIC ENGINEERING	79108	11/11/2019	11/11/2019	\$17,439.50			
					17,439.50	4540300	SUMMIT RIDGE PARKWAY EX	SUMMIT RIDGE PARKWAY ST
20112719	EPIC ENGINEERING	79108	11/11/2019	11/11/2019	\$7,335.75			
					7,335.75	4540300	SUMMIT RIDGE PARKWAY EX	SUMMIT RIDGE PARKWAY CO
20112721	EPIC ENGINEERING	79108	11/11/2019	11/11/2019	\$1,276.00			
					1,276.00	4540300	SUMMIT RIDGE PARKWAY EX	Highway 6 Construction
20112724	EPIC ENGINEERING	79108	11/11/2019	11/11/2019	\$194.00			
					194.00	1022450-188	(INSP) [A-11] APPLE HOLLOW	APPLE HOLLOW A11
20112726	EPIC ENGINEERING	79108	11/11/2019	11/11/2019	\$1,221.50			
					1,221.50	1022450-157	(INSP) HIGH PARK SOUTH	HIGH PARK SOUTH
20112727	EPIC ENGINEERING	79108	11/11/2019	11/11/2019	\$1,042.50			
					1,042.50	4540301	500 WEST PROJECT	500 WEST CONSTRUCTION
20112734	EPIC ENGINEERING	79108	11/11/2019	11/11/2019	\$539.00			
					539.00	1022450-173	(INSP) DAWE TOWNHOMES	DAWE TOWNHOME DEVELOP
20112735	EPIC ENGINEERING	79108	11/11/2019	11/11/2019	\$116.50			
					116.50	1022450-058	(INSP) ORCHARD PARK TOW	ORCHARD PARK TOWN HOME
20112738	EPIC ENGINEERING	79108	11/11/2019	11/11/2019	\$817.00			
					817.00	4140817	2019 HANSEN TANK PROJEC	PI TANK
20112742	EPIC ENGINEERING	79108	11/11/2019	11/11/2019	\$5,113.00			
					5,113.00	1022450-126	(INSP) [G1] ORCHARDS	ORCHARDS PLAT G1
20112744	EPIC ENGINEERING	79108	11/11/2019	11/11/2019	\$312.50			
					312.50	1022450-199	(INSP) [F] FOOTHILL VILLAGE	FOOTHILL VILLAGE PLAT F IN
	Vendor Total:				\$35,689.75			
22433427	LARSON & COMPANY	79117	11/12/2019	11/12/2019	\$14,775.00			
					14,775.00	1043311	ACCOUNTING & AUDITING	FY 2019 AUDIT
2339340	CHRISTENSEN OIL	79100	11/5/2019	11/5/2019	\$5,883.05			
					1,883.05	1060260	FUEL	DYED ULTA-LOW SULFUR DIE
					2,000.00	5140260	FUEL	DYED ULTA-LOW SULFUR DIE
					2,000.00	5240260	FUEL	DYED ULTA-LOW SULFUR DIE
2404	ROCK MOUNTAIN TECHNOLOGY	79133	11/4/2019	11/4/2019	\$4,146.65			
					2,850.00	4340100	COMPUTER SUPPORT CONT	COMPUTER SUPPORT
					1,296.65	4340500	SOFTWARE EXPENSE	USE OF PRODUCT SERVICES
288018	REDMOND MINERALS, INC	79026	11/4/2019	11/4/2019	\$712.56			
					712.56	1060240	SUPPLIES	SALT
3191384 RI CRE	SKAGGS PUBLIC SAFETY UNIFORM		11/12/2019	11/12/2019	(\$474.95)			
					-474.95	1054240	SUPPLIES	CREDIT TO BALANCE DOUBL
3199070 RI	SKAGGS PUBLIC SAFETY UNIFORM	79030	11/4/2019	11/4/2019	\$69.49			
					69.49	1054240	SUPPLIES	JACKET
3199609 RI	SKAGGS PUBLIC SAFETY UNIFORM	79048	11/4/2019	11/4/2019	\$16.98			
					16.98	1054240	SUPPLIES	GLOVES
3200104 RI	SKAGGS PUBLIC SAFETY UNIFORM	79137	11/5/2019	11/5/2019	\$325.00			
					325.00	1054240	SUPPLIES	SHIRT/PANTS
	Vendor Total:				(\$63.48)			
328056	PAYSON AUTO SUPPLY - NAPA	79125	11/4/2019	11/4/2019	\$567.46			
					200.00	5140250	EQUIPMENT MAINTENANCE	EQUIPMENT MAINTENANCE

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					200.00	5240250	EQUIPMENT MAINTENANCE	EQUIPMENT MAINTENANCE
					167.46	5440250	EQUIPMENT MAINTENANCE	EQUIPMENT MAINTENANCE
328222	PAYSON AUTO SUPPLY - NAPA	79024	11/4/2019	11/4/2019	\$4.99			
					4.99	5240250	EQUIPMENT MAINTENANCE	DRAIN PLUGG
328411	PAYSON AUTO SUPPLY - NAPA	79125	11/5/2019	11/5/2019	\$52.68			
					52.68	5140250	EQUIPMENT MAINTENANCE	AIR FILTER
328424	PAYSON AUTO SUPPLY - NAPA	79125	11/5/2019	11/5/2019	\$58.39			
					58.39	5140250	EQUIPMENT MAINTENANCE	AIR FILTER
328453	PAYSON AUTO SUPPLY - NAPA	79125	11/5/2019	11/5/2019	\$19.19			
					19.19	5140250	EQUIPMENT MAINTENANCE	AIR FILTER
328732	PAYSON AUTO SUPPLY - NAPA	79125	11/4/2019	11/4/2019	\$108.95			
					108.95	5440250	EQUIPMENT MAINTENANCE	FUEL FILTER
329246	PAYSON AUTO SUPPLY - NAPA	79125	11/4/2019	11/4/2019	\$83.99			
					83.99	4140701	RELOCATION TO PW BUILDIN	OIL FILTER/BATTERY/AIR FILT
	Vendor Total:				\$895.65			
3429296647	STAPLES ADVANTAGE DEPT LA	79142	11/5/2019	11/5/2019	\$15.30			
					15.30	1043240	SUPPLIES	ADMIN SUPPLIES
3429630211	STAPLES ADVANTAGE DEPT LA	79142	11/5/2019	11/5/2019	\$2.60			
					2.60	1043240	SUPPLIES	ADMIN SUPPLIES
	Vendor Total:				\$17.90			
3592	PAYSON CITY SOLID WASTE	79127	11/11/2019	11/11/2019	\$18,335.42			
					14,927.02	1062311	WASTE PICKUP CHARGES	OCTOBER
					3,408.40	5240530	WRF - SOLID WASTE DISPOS	OCTOBER
42189874	INGRAM BROOK GROUP	79114	11/12/2019	11/12/2019	\$21.78			
					21.78	7240210	BOOKS, SUBSCRIPTIONS & M	Books
42194945	INGRAM BROOK GROUP	79114	11/12/2019	11/12/2019	\$227.16			
					227.16	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
42501879	INGRAM BROOK GROUP	79114	11/12/2019	11/12/2019	\$36.76			
					36.76	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
42507578	INGRAM BROOK GROUP	79114	11/12/2019	11/12/2019	\$11.39			
					11.39	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
42507579	INGRAM BROOK GROUP	79114	11/12/2019	11/12/2019	\$243.33			
					243.33	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
42507775	INGRAM BROOK GROUP	79114	11/12/2019	11/12/2019	\$30.57			
					30.57	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
42542872	INGRAM BROOK GROUP	79114	11/12/2019	11/12/2019	\$30.48			
					30.48	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
	Vendor Total:				\$601.47			
45022	BLUELINE BACKGROUND SCREEN	79096	11/12/2019	11/12/2019	\$135.00			
					135.00	1043310	PROFESSIONAL & TECHNICA	DRUG TESTING
45713	UTAH COUNTY AUDITOR'S OFFICE	79051	11/4/2019	11/4/2019	\$3,000.00			
					3,000.00	1054311	PROFESSIONAL & TECHNICA	OCT 2019 TO DEC 2019 VICTI
494	OLD PIONEER PRESS	79045	11/4/2019	11/4/2019	\$15.00			
					15.00	1043240	SUPPLIES	BLUE BUTCHER PAPER
5090596	STAKER PARSON COMPANIES	79141	11/4/2019	11/4/2019	\$114.92			
					114.92	1060240	SUPPLIES	ASPHALT
547646	REVCO	79131	11/4/2019	11/4/2019	\$515.38			
					515.38	4340300	COPIER CONTRACT	COPIERS

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547647	REVCO	79131	11/4/2019	11/4/2019	\$170.05			
					170.05	4340300	COPIER CONTRACT	COPIERS
	Vendor Total:				\$685.43			
5555-411674	ROYAL WHOLESALE ELECTRIC - CO	79134	11/12/2019	11/12/2019	\$365.77			
					365.77	1051480	CHRISTMAS LIGHTS	SUPPLIES
591903138-174	SPRINT SOLUTIONS, INC	79140	11/5/2019	11/5/2019	\$235.45			
					33.64	1043280	TELEPHONE	OCTOBER
					11.21	1060280	TELEPHONE	OCTOBER
					11.21	1062280	TELEPHONE	OCTOBER
					100.91	1068280	TELEPHONE	OCTOBER
					11.21	1070280	TELEPHONE	OCTOBER
					11.21	1077280	TELEPHONE	OCTOBER
					33.64	1078280	TELEPHONE	OCTOBER
					11.21	5140280	TELEPHONE	OCTOBER
					11.21	5240280	TELEPHONE	OCTOBER
6695-906533	ROYAL WHOLESALE ELECTRIC - CO	79134	11/12/2019	11/12/2019	\$9.07			
					9.07	1051480	CHRISTMAS LIGHTS	SERVICE CHARGE
7014574	HOME DEPOT	79043	11/4/2019	11/4/2019	\$17.26			
					17.26	5740415	RECREATION/PW BLDG REM	MIRRORS
7327083-111633	COLONIAL LIFE &	79101	11/12/2019	11/12/2019	\$126.09			
					126.09	1022502	FSA	LIFE INSURANCE PREMIUMS
8128465117	SHRED-IT US JV LLC	79136	11/4/2019	11/4/2019	\$171.67			
					171.67	1043310	PROFESSIONAL & TECHNICA	ADMIN
90288	PORTERS HEATING & AIR CONDITIO	79128	11/12/2019	11/12/2019	\$837.13			
					837.13	5240550	WRF - EQUIPMENT MAINTEN	PUBLIC WORKS HEATING/CO
918882620	ELECTRICAL WHOLESALE SUPPLY (79107	11/4/2019	11/4/2019	\$22.27			
					22.27	1070300	BUILDINGS & GROUNDS MAI	SUPPLIES
9840740188	VERIZON WIRELESS	79153	11/12/2019	11/12/2019	\$1,126.36			
					446.19	1054280	TELEPHONE	PHONE
					600.15	1054340	CENTRAL DISPATCH FEES	CENTRAL DISPATCH
					80.02	1068280	TELEPHONE	PHONES
9840922582	VERIZON WIRELESS	79153	11/4/2019	11/4/2019	\$92.24			
					92.24	1068280	TELEPHONE	ENGINEERING
	Vendor Total:				\$1,218.60			
CC-OCT-2019-A	ZIONS BANK-SANTAQUIN	CC-OCT-2019	11/7/2019	11/7/2019	\$2,567.85			
					95.00	1043230	EDUCATION, TRAINING AND T	UTAH NOTARY TEST & APPLIC
					2,281.55	1043240	SUPPLIES	1000 USPS PRE-STAMPED EN
					191.30	1043240	SUPPLIES	ADOBE ACROBAT PRO 1 YEA
CC-OCT-2019-A	ZIONS BANK-SANTAQUIN	CC-OCT-2019	11/7/2019	11/7/2019	\$989.23			
					51.46	1041610	OTHER SERVICES	WASTE BASKETBS FOR OFFI
					515.46	1041610	OTHER SERVICES	WATER BOTTLES/BACKPACK
					93.20	6140335	MISC SUPPLIES	AMAZON
					64.34	6140335	MISC SUPPLIES	AMAZON
					95.00	6140335	MISC SUPPLIES	RECREATION EMPLOYEE LUN
					107.20	6140335	MISC SUPPLIES	SPEAKERS FOR COMPUTERS
					41.57	6140335	MISC SUPPLIES	WASTE BASKETBS FOR OFFI
					7.90	6140450	YOUTH VOLLEYBALL	FAMILY DOLLAR
					13.10	6140630	FLAG FOOTBALL EXPENSE	FAMILY DOLLAR
CC-OCT-2019-B	ZIONS BANK-SANTAQUIN	CC-OCT-2019	11/7/2019	11/7/2019	\$3,982.99			
					34.41	1041610	OTHER SERVICES	COOKIE FOR KEITH BROADH

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					47.96	1041610	OTHER SERVICES	WOOD CHIPS FOR GROCERY
					1,360.95	1043230	EDUCATION, TRAINING AND T	ICMA HOTEL - BENJAMIN REE
					1,088.76	1043230	EDUCATION, TRAINING AND T	ICMA HOTEL - NORM BEAGLE
					95.00	1043230	EDUCATION, TRAINING AND T	ICMA PER DIEM
					46.85	1043230	EDUCATION, TRAINING AND T	ICMA PER DIEM
					35.00	1043230	EDUCATION, TRAINING AND T	ICMA PER DIEM
					36.54	4140703	RECREATION CENTER BALLO	DONUTS & BALLOON TAPE
					1,161.33	4340200	DESKTOP ROTATION EXPENS	COMPUTER FOR REC/EVENT
					97.74	4340200	DESKTOP ROTATION EXPENS	HARD DRIVE FOR REC/EVENT
					-121.54	4340500	SOFTWARE EXPENSE	DROPBOX RETURN/REIMBUR
					99.99	4340500	SOFTWARE EXPENSE	SOFTWARE PICTURE RIGHTS
CC-OCT-2019-C	ZIONS BANK-SANTAQUIN	CC-OCT-2019	11/7/2019	11/7/2019	\$98.87			
					98.87	7657246	EMERGENCY MANAGEMENT	WHITE BOARD
CC-OCT-2019-J	ZIONS BANK-SANTAQUIN	CC-OCT-2019	11/7/2019	11/7/2019	\$400.00			
					400.00	1078210	BOOKS, SUBSCRIPT, & MEMB	ANNUAL MEMBERSHIP FEE F
CC-OCT-2019-J	ZIONS BANK-SANTAQUIN	CC-OCT-2019	11/7/2019	11/7/2019	\$158.22			
					123.23	5740510	SOCCER PARK	100 AMP BREAKER FOR SOC
					34.99	7240240	SUPPLIES	WIRE HIDER FOR LIBRARY
CC-OCT-2019-J	ZIONS BANK-SANTAQUIN	CC-OCT-2019	11/7/2019	11/7/2019	\$726.66			
					22.90	1041610	OTHER SERVICES	SOCCER FIELD GRAND OPEN
					23.46	1041610	OTHER SERVICES	SOCCER FIELD GRAND OPEN
					179.99	1041610	OTHER SERVICES	SOCCER FIELD GRAND OPEN
					92.70	1041610	OTHER SERVICES	EVENT/PROGRAM PROMOTIO
					43.52	1041610	OTHER SERVICES	MAYORS WALK EVENT
					-15.48	1041610	OTHER SERVICES	RETURN CUPS
					1.15	6140335	MISC SUPPLIES	USPS POSTAGE FOR GRANT
					48.08	6140335	MISC SUPPLIES	SAM'S CLUB MEMBERSHIP FE
					86.83	6140335	MISC SUPPLIES	JOHN'S OFFICE FURNITURE
					15.00	6140450	YOUTH VOLLEYBALL	BRYAN/SPORT STAFF SCHED
					15.00	6140630	FLAG FOOTBALL EXPENSE	BRYAN/SPORT STAFF SCHED
					82.33	6340240	SUPPLIES	MUSEUM EVENT
					131.18	7540480	FOOD	SENIOR CENTER MEAL PROD
CC-OCT-2019-LY	ZIONS BANK-SANTAQUIN	CC-OCT-2019	11/7/2019	11/7/2019	\$255.56			
					20.99	7240210	BOOKS, SUBSCRIPTIONS & M	DVD
					7.95	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
					12.37	7240210	BOOKS, SUBSCRIPTIONS & M	PHONICS PACK
					5.00	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
					5.39	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
					8.08	7240210	BOOKS, SUBSCRIPTIONS & M	DVD
					113.18	7240240	SUPPLIES	SAFARI SUPPLY ORGANIZER
					33.92	7240240	SUPPLIES	HALLOWEEN SUPPLIES
					21.98	7240240	SUPPLIES	HALLOWEEN SUPPLIES
					13.43	7240240	SUPPLIES	CLAMSHELL CD DVD CASES
					24.00	7240240	SUPPLIES	HALLOWEEN SUPPLIES
					-10.73	7240240	SUPPLIES	PARTIAL RETURN
CC-OCT-2019-R	ZIONS BANK-SANTAQUIN	CC-OCT-2019	11/7/2019	11/7/2019	\$503.01			
					413.84	1054230	EDUCATION, TRAINING & TRA	HOTEL FOR K9 TRIALS FOR M
					30.00	1054250	EQUIPMENT MAINTENANCE	5 GLOCK SLIDE STOP LEVER
					34.17	1054260	FUEL	GAS FOR TRAVEL TO MT TRAI
					25.00	1054311	PROFESSIONAL & TECHNICA	1 MONTH GPS ACTIVATION
CC-OCT-2019-R	ZIONS BANK-SANTAQUIN	CC-OCT-2019	11/7/2019	11/7/2019	\$2,097.84			
					335.54	7657132	EMPLOYEE RECOGNITIONS	FIRE DEPT TEAM BUILDING G

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					181.88	7657230	FIRE - EDUCATION, TRAINING	MEAL TICKET FOR NFA-RYAN
					181.88	7657230	FIRE - EDUCATION, TRAINING	MEAL TICKET FOR NFA-ROGE
					75.00	7657235	EMS - EDUCATION, TRAINING	LUNCH WITH PROSPECTIVE
					28.62	7657240	FIRE - SUPPLIES	SPILL BUCKETS & LIDS
					469.07	7657240	FIRE - SUPPLIES	FIRE SAFETY WEEK SUPPLIE
					36.41	7657240	FIRE - SUPPLIES	BINDING OF FIRE CODE BOO
					430.36	7657240	FIRE - SUPPLIES	WARNING LIGHTS FOR VEHIC
					11.10	7657242	EMS - SUPPLIES	PREPAID CELL PHONE FOR A
					127.63	7657242	EMS - SUPPLIES	AMAZON PRIME MEMBERSHI
					11.10	7657242	EMS - SUPPLIES	PREPAID CELL PHONE FOR A
					209.25	7657244	UNIFORMS	DEPARTMENT UNIFORM TEE
CC-OCT-2019-S	ZIONS BANK-SANTAQUIN	CC-OCT-2019	11/7/2019	11/7/2019	\$309.50			
					199.50	1042230	EDUCATION, TRAINING & TRA	HOTEL FOR TRAINING FOR MI
					110.00	1042240	SUPPLIES	STAMPS FOR JURY LETTERS
CC-OCT-2019-S	ZIONS BANK-SANTAQUIN	CC-OCT-2019	11/7/2019	11/7/2019	\$504.09			
					19.31	4340500	SOFTWARE EXPENSE	DROPBOX ADMIN ADD-ON
					91.89	7657240	FIRE - SUPPLIES	BLACK PRINTER CARTRIDGE
					304.89	7657240	FIRE - SUPPLIES	COLOR PRINTER CARTRIDGE
					88.00	7657240	FIRE - SUPPLIES	FIRE PREVENTION - PIZZA
CC-OCT-2019-S	ZIONS BANK-SANTAQUIN	CC-OCT-2019	11/7/2019	11/7/2019	\$1,200.25			
					37.95	1041670	YOUTH CITY COUNCIL EXPE	GRAPHICS FOR CITY FLAG
					78.71	1043240	SUPPLIES	GIFT BASKETS FOR COLUMB
					35.50	1043240	SUPPLIES	RIBBON FOR GROCERY STOR
					29.32	1043240	SUPPLIES	BATTERIES
					37.95	1043240	SUPPLIES	GRAPHICS FOR CITY FLAG
					56.61	1043240	SUPPLIES	DRINKS, CANDY, AND TREATS
					194.00	1043480	EMPLOYEE RECOGNITIONS	OCTOBER EMPLOYEE BIRTH
					100.00	1043610	OTHER SERVICES	GIFT CARDS FOR COLUMBUS
					-41.88	1043610	OTHER SERVICES	RETURN OF SERVICE PROJE
					77.91	1043610	OTHER SERVICES	GIFTS FOR DRAWINGS & SPE
					529.25	1043610	OTHER SERVICES	COLUMBUS DAY TRAINING LU
					7.57	1043610	OTHER SERVICES	COLUMBUS DAY TRAINING LU
					51.86	1043610	OTHER SERVICES	CLEANING SUPPLIES FOR SE
					5.50	7657242	EMS - SUPPLIES	TRASH BAGS
CC-OCT-2019-W	ZIONS BANK-SANTAQUIN	CC-OCT-2019	11/7/2019	11/7/2019	\$91.99			
					91.99	1043240	SUPPLIES	WINDOW SHADES
	Vendor Total:				\$13,886.06			
INV332289	L.N. CURTIS & SONS	79115	11/12/2019	11/12/2019	\$376.00			
					376.00	1054240	SUPPLIES	UNIFORMS
INV332904	L.N. CURTIS & SONS	79115	11/12/2019	11/12/2019	\$298.00			
					298.00	7657240	FIRE - SUPPLIES	FY 2019 AUDIT
	Vendor Total:				\$674.00			
MNS8983	LES OLSON COMPANY	79118	11/5/2019	11/5/2019	\$112.50			
					112.50	4340300	COPIER CONTRACT	COPIERS
NNNPB5VZTW3	UTAH LEAGUE OF CITIES & TOWNS	79148	11/5/2019	11/5/2019	\$425.00			
					425.00	1041230	EDUCATION, TRAINING & TRA	ULCT CONFERENCE FEES
NOV19170	BLOMQUIST HALE CONSULTING	79094	11/4/2019	11/4/2019	\$190.40			
					190.40	1022502	FSA	EMPLOYEE ASSISTANCE COV
NP57180410	FUELMAN-STATE OF UTAH GASCAR	79111	11/4/2019	11/4/2019	\$6,506.54			
					399.80	1043260	FUEL	OCTOBER
					3,331.05	1054260	FUEL	OCTOBER

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Invoice Register - 11/4/2019 to 11/15/2019 - All Invoices

11/15/2019

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Description</u>
					271.27	1060260	FUEL	OCTOBER
					271.27	1062260	FUEL	OCTOBER
					404.54	1068260	FUEL	OCTOBER
					271.27	1070260	FUEL	OCTOBER
					271.27	1077260	FUEL	OCTOBER
					271.27	5140260	FUEL	OCTOBER
					271.27	5240260	FUEL	OCTOBER
					99.29	6140260	FUEL	OCTOBER
					507.18	7657260	FUEL	OCTOBER
					137.06	7657260	FUEL	OCTOBER
PER DIEM - 1112	LINDQUIST, CHRIS	79091	11/4/2019	11/4/2019	\$70.00			
					70.00	7657246	EMERGENCY MANAGEMENT	FEMA CONFERENCE PER DIE
PR110919-13093	NEBO LODGE #45		11/14/2019	11/14/2019	\$18.00			
					18.00	1022425	FOP DUES	FOP Dues (Nebo Lodge #45)
PR110919-266	SANTAQUIN CITY UTILITIES		11/14/2019	11/14/2019	\$940.00			
					690.00	1022350	UTILITIES PAYABLE	Utilities
					250.00	1022350	UTILITIES PAYABLE	Cemetery
PR110919-361	UTAH STATE TAX COMMISSION		11/14/2019	11/14/2019	\$5,297.84			
					5,297.84	1022230	STATE WITHHOLDING PAYAB	State Income Tax
PR110919-382	UTAH STATE RETIREMENT		11/14/2019	11/14/2019	\$27,946.90			
					3,768.89	1022300	RETIREMENT PAYABLE	401K
					21,477.97	1022300	RETIREMENT PAYABLE	Retirement
					757.34	1022300	RETIREMENT PAYABLE	401K - Tier 1 Parity
					641.50	1022300	RETIREMENT PAYABLE	Roth IRA
					530.05	1022300	RETIREMENT PAYABLE	457
					771.15	1022325	RETIREMENT LOAN PAYMEN	Retirement Loan Payment
PR110919-383	EFTPS	9999	11/14/2019	11/14/2019	\$31,516.21			
					18,805.94	1022210	FICA PAYABLE	Social Security Tax
					4,398.28	1022210	FICA PAYABLE	Medicare Tax
					8,311.99	1022220	FEDERAL WITHHOLDING PAY	Federal Income Tax
PR110919-7076	UTAH COUNTY LODGE #31		11/14/2019	11/14/2019	\$144.00			
					144.00	1022425	FOP DUES	FOP Dues (Ut County Lodge #3
PR110919-7171	CHILD SUPPORT SERVICES/ORS		11/14/2019	11/14/2019	\$215.54			
					215.54	1022420	GARNISHMENTS	Garnishment - Child Support
PR110919-8708	ECMC - MN		11/14/2019	11/14/2019	\$219.52			
					219.52	1022420	GARNISHMENTS	Garnishment
Refund: 1401981	WINKEL, CLINT & SASHA *	79154	11/8/2019	11/8/2019	\$40.67			
					40.67	5113110	ACCOUNTS RECEIVABLE	Refund: 1401981 - WINKEL, CLI
Refund: 2096015	CORREA, CANDICE *	79102	11/11/2019	11/11/2019	\$43.87			
					43.87	5113110	ACCOUNTS RECEIVABLE	Refund: 2096015 - CORREA, C
Refund: 3293636	TEW, PATRICIA *	79039	11/4/2019	11/4/2019	\$71.34			
					71.34	5113110	ACCOUNTS RECEIVABLE	Refund: 3293636 - TEW, PATRI
Refund: 514962	CURTIS, KARLEE *	79008	11/4/2019	11/4/2019	\$41.35			
					41.35	5113110	ACCOUNTS RECEIVABLE	Refund: 514962 - CURTIS, KAR
REIMBURSE-111	LIND, RYAN	79119	11/11/2019	11/11/2019	\$380.59			
					380.59	7657242	EMS - SUPPLIES	MEDICATIONS FOR AMBULAN
REIMBURSE-111	REEVES, BENJAMIN	79129	11/12/2019	11/12/2019	\$31.87			
					31.87	1043230	EDUCATION, TRAINING AND T	ICMA CONFERENCE PER DIE
REIMBURSE-111	ROBBINS, JUDY	79132	11/4/2019	11/4/2019	\$93.33			
					93.33	7540210	MEMBERSHIPS	ADDRESS LABELS, BIRTHDAY

SANTAQUIN CITY CORPORATION
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11/15/2019

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REIMBURSE-111	WORTHEN, JENNA	79155	11/4/2019	11/4/2019	\$73.39			
					73.39	1054230	EDUCATION, TRAINING & TRA	NIBRS TRAINING AT POST PE
REIMBURSE-111	ROBBINS, JUDY	79132	11/4/2019	11/4/2019	\$22.50			
					22.50	7540200	EDUCATION, TRAVEL, TRAINI	FOOD HANDLERS PERMIT
RI104255193	FP MAILING SOLUTIONS	79110	11/5/2019	11/5/2019	\$86.85			
					86.85	1043310	PROFESSIONAL & TECHNICA	ADMIN
RT19100783	HUMPHRIES INC	79113	11/12/2019	11/12/2019	\$21.70			
					21.70	7657242	EMS - SUPPLIES	SUPPLIES
S103299147.001	MOUNTAINLAND SUPPLY	79121	11/4/2019	11/4/2019	\$1,063.13			
					530.13	5140240	SUPPLIES	FISHER M-66 METAL DETECT
					533.00	5240240	SUPPLIES	FISHER M-66 METAL DETECT
S103300292.001	MOUNTAINLAND SUPPLY	79121	11/12/2019	11/12/2019	\$2,257.39			
					2,257.39	5240240	SUPPLIES	SUPPLIES
	Vendor Total:				\$3,320.52			
UP28277-CREDI	CENTURY EQUIPMENT COMP		11/11/2019	11/11/2019	(\$227.84)			
					-227.84	5240250	EQUIPMENT MAINTENANCE	CREDIT
UP28300-CREDI	CENTURY EQUIPMENT COMP		11/11/2019	11/11/2019	(\$2,660.90)			
					-1,330.45	1060250	EQUIPMENT MAINTENANCE	CREDIT
					-1,330.45	5140250	EQUIPMENT MAINTENANCE	CREDIT
	Vendor Total:				(\$2,888.74)			
UT20192271	BLUE STAKES	79095	11/12/2019	11/12/2019	\$106.95			
					106.95	5440210	BOOKS, SUBSCRIPTIONS & M	BILLABLE EMAIL NOTIFICATIO
V190887	AMBIENTE H2O INC.	79092	11/12/2019	11/12/2019	\$3,379.85			
					3,379.85	5240550	WRF - EQUIPMENT MAINTEN	WRF MAINTENANCE
ZCNCM682ZZ8	UTAH LEAGUE OF CITIES & TOWNS	79148	11/5/2019	11/5/2019	\$425.00			
					425.00	1041230	EDUCATION, TRAINING & TRA	ULCT CONFERENCE FEES
	Total:				\$483,926.89			
					23,204.22	1022210	GL Account Summary	
					8,311.99	1022220	FICA PAYABLE	
					5,297.84	1022230	FEDERAL WITHHOLDING PAY	
					27,175.75	1022300	STATE WITHHOLDING PAYAB	
					771.15	1022325	RETIREMENT PAYABLE	
					940.00	1022350	RETIREMENT LOAN PAYMEN	
					435.06	1022420	UTILITIES PAYABLE	
					162.00	1022425	GARNISHMENTS	
					9,170.21	1022430	FOP DUES	
					116.50	1022450-058	COURT FINES AND FORFEITU	
					5,113.00	1022450-126	(INSP) ORCHARD PARK TOW	
					116.50	1022450-149	(INSP) [G1] ORCHARDS	
					1,221.50	1022450-157	(INSP) [A10] APPLE HALLOW-	
					539.00	1022450-173	(INSP) HIGH PARK SOUTH	
					194.00	1022450-188	(INSP) DAWE TOWNHOMES	
					312.50	1022450-199	(INSP) [A-11] APPLE HOLLOW	
					316.49	1022502	(INSP) [F] FOOTHILL VILLAGE	
					850.00	1041230	FSA	
					4,543.40	1041330	EDUCATION, TRAINING & TRA	
					996.38	1041610	DONATIONS	
					37.95	1041670	OTHER SERVICES	
					199.50	1042230	YOUTH CITY COUNCIL EXPE	
					110.00	1042240	EDUCATION, TRAINING & TRA	
					50.00	1042310	SUPPLIES	
							PROFESSIONAL & TECHNICA	

SANTAQUIN CITY CORPORATION
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11/15/2019

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					2,450.00	1042331	LEGAL	
					7,501.30	1042610	STATE RESTITUTION	
					2,753.43	1043230	EDUCATION, TRAINING AND T	
					2,835.83	1043240	SUPPLIES	
					399.80	1043260	FUEL	
					33.64	1043280	TELEPHONE	
					393.52	1043310	PROFESSIONAL & TECHNICA	
					14,775.00	1043311	ACCOUNTING & AUDITING	
					344.00	1043480	EMPLOYEE RECOGNITIONS	
					2,532.39	1043610	OTHER SERVICES	
					753.75	1048210	BOOKS, SUBSCRIPT, MEMBE	
					48.06	1048240	SUPPLIES	
					2,613.70	1051280	TELEPHONE	
					374.84	1051480	CHRISTMAS LIGHTS	
					487.23	1054230	EDUCATION, TRAINING & TRA	
					571.86	1054240	SUPPLIES	
					30.00	1054250	EQUIPMENT MAINTENANCE	
					3,365.22	1054260	FUEL	
					446.19	1054280	TELEPHONE	
					3,025.00	1054311	PROFESSIONAL & TECHNICA	
					600.15	1054340	CENTRAL DISPATCH FEES	
					1,114.09	1060240	SUPPLIES	
					-552.90	1060250	EQUIPMENT MAINTENANCE	
					2,154.32	1060260	FUEL	
					102.90	1060270	UTILITIES - STREET LIGHTS	
					11.21	1060280	TELEPHONE	
					271.27	1062260	FUEL	
					11.21	1062280	TELEPHONE	
					35,595.80	1062311	WASTE PICKUP CHARGES	
					10,498.01	1062312	RECYCLING PICKUP CHARGE	
					753.75	1068210	BOOKS, SUBSCRIPTIONS, ME	
					404.54	1068260	FUEL	
					273.17	1068280	TELEPHONE	
					271.27	1070260	FUEL	
					11.21	1070280	TELEPHONE	
					389.53	1070300	BUILDINGS & GROUNDS MAI	
					173.81	1070310	FIELD MAINTENANCE EXPEN	
					271.27	1077260	FUEL	
					11.21	1077280	TELEPHONE	
					12.58	1077300	BUILDINGS & GROUND MAIN	
					400.00	1078210	BOOKS, SUBSCRIPT, & MEMB	
					43.89	1078220	NOTICE, ORDINANCES & PUB	
					33.64	1078280	TELEPHONE	
					188,775.63		Total	
					83.99	4140701	RELOCATION TO PW BUILDIN	
					15,053.06	4140703	RECREATION CENTER BALLO	
					109,231.98	4140817	2019 HANSEN TANK PROJEC	
					124,369.03		Total	
					57,295.00	4240771	LEASE PURCHASES	
					2,850.00	4340100	COMPUTER SUPPORT CONT	
					1,259.07	4340200	DESKTOP ROTATION EXPENS	
					797.93	4340300	COPIER CONTRACT	
					1,294.41	4340500	SOFTWARE EXPENSE	
					6,201.41		Total	
					26,051.25	4540300	SUMMIT RIDGE PARKWAY EX	

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					1,208.50	4540301	500 WEST PROJECT	
					27,259.75		Total	
					197.23	5113110	ACCOUNTS RECEIVABLE	
					1,296.15	5140240	SUPPLIES	
					-572.59	5140250	EQUIPMENT MAINTENANCE	
					2,271.27	5140260	FUEL	
					11.21	5140280	TELEPHONE	
					100.00	5140310	PROFESSIONAL & TECHNICA	
					3,303.27		Total	
					2,926.09	5240240	SUPPLIES	
					404.75	5240250	EQUIPMENT MAINTENANCE	
					2,271.27	5240260	FUEL	
					11.21	5240280	TELEPHONE	
					203.00	5240310	PROFESSIONAL & TECHNICA	
					159.21	5240520	WRF - SUPPLIES	
					3,408.40	5240530	WRF - SOLID WASTE DISPOS	
					4,216.98	5240550	WRF - EQUIPMENT MAINTEN	
					13,600.91		Total	
					106.95	5440210	BOOKS, SUBSCRIPTIONS & M	
					704.01	5440250	EQUIPMENT MAINTENANCE	
					810.96		Total	
					17.26	5740415	RECREATION/PW BLDG REM	
					55,757.06	5740510	SOCCER PARK	
					55,774.32		Total	
					99.29	6140260	FUEL	
					537.37	6140335	MISC SUPPLIES	
					31.15	6140450	YOUTH VOLLEYBALL	
					28.10	6140630	FLAG FOOTBALL EXPENSE	
					494.05	6140650	WRESTLING	
					1,189.96		Total	
					109.30	6340240	SUPPLIES	
					756.38	7240210	BOOKS, SUBSCRIPTIONS & M	
					342.07	7240240	SUPPLIES	
					1,098.45		Total	
					22.50	7540200	EDUCATION, TRAVEL, TRAINI	
					93.33	7540210	MEMBERSHIPS	
					15.04	7540240	SUPPLIES	
					131.18	7540480	FOOD	
					262.05		Total	
					335.54	7657132	EMPLOYEE RECOGNITIONS	
					363.76	7657230	FIRE - EDUCATION, TRAINING	
					75.00	7657235	EMS - EDUCATION, TRAINING	
					1,747.24	7657240	FIRE - SUPPLIES	
					557.62	7657242	EMS - SUPPLIES	
					-45.35	7657244	UNIFORMS	
					168.87	7657246	EMERGENCY MANAGEMENT	
					29.93	7657250	EQUIPMENT MAINTENANCE	
					644.24	7657260	FUEL	
					3,876.85		Total	
					\$483,926.89		GL Account Summary Total	



MEMORANDUM

To: Santaquin City Mayor & Council
From: Benjamin A. Reeves, Santaquin City Manager
Date: November 19, 2019
Subject: 5.c.1. Final Election Results - Canvass

Mayor & Council,

Final Election Results will be released by the Utah County Elections office on the afternoon of November 19th. This information will be made available to you during the council meeting or as soon as the information becomes available via Dropbox.

STATISTICS

	TOTAL
Registered Voters - Total	5,134
Ballots Cast - Total	2,789
Voter Turnout - Total	54.32%

Santaquin City Council

Vote For 3

	TOTAL	VOTE %
JENNIFER S BOWMAN	1,475	21.20%
DAVID HATHAWAY	1,289	18.53%
LYNN MECHAM	1,184	17.02%
MIKE WEIGHT	1,054	15.15%
JESSICA TOLMAN	1,041	14.97%
KODY CURTIS	913	13.13%
Total Votes Cast	6,956	100.00%

Santaquin City Special Bond Election

Vote For 1

	TOTAL	VOTE %
AGAINST	2,058	74.32%
FOR	711	25.68%
Total Votes Cast	2,769	100.00%

SQ01

STATISTICS

	TOTAL
Registered Voters - Total	1,431
Ballots Cast - Total	777
Voter Turnout - Total	54.30%

Santaquin City Council
Vote For 3

	TOTAL	VOTE %
JENNIFER S BOWMAN	421	22.29%
DAVID HATHAWAY	359	19.00%
LYNN MECHAM	357	18.90%
JESSICA TOLMAN	266	14.08%
MIKE WEIGHT	259	13.71%
KODY CURTIS	227	12.02%
Total Votes Cast	1,889	100.00%

Santaquin City Special Bond Election
Vote For 1

	TOTAL	VOTE %
AGAINST	568	73.29%
FOR	207	26.71%
Total Votes Cast	775	100.00%

Santaquin
General Election
November 5, 2019

OFFICIAL RESULTS

Utah County, Utah

SQ02

STATISTICS

	TOTAL
Registered Voters - Total	2,107
Ballots Cast - Total	1,145
Voter Turnout - Total	54.34%

Santaquin City Council

Vote For 3

	TOTAL	VOTE %
MIKE WEIGHT	533	18.40%
JENNIFER S BOWMAN	531	18.34%
DAVID HATHAWAY	530	18.30%
JESSICA TOLMAN	455	15.71%
LYNN MECHAM	453	15.64%
KODY CURTIS	394	13.60%
Total Votes Cast	2,896	100.00%

Santaquin City Special Bond Election

Vote For 1

	TOTAL	VOTE %
AGAINST	850	74.89%
FOR	285	25.11%
Total Votes Cast	1,135	100.00%

Santaquin
General Election
November 5, 2019

OFFICIAL RESULTS

Utah County, Utah

SQ03

STATISTICS

	TOTAL
Registered Voters - Total	1,127
Ballots Cast - Total	599
Voter Turnout - Total	53.15%

Santaquin City Council

Vote For 3

	TOTAL	VOTE %
JENNIFER S BOWMAN	337	22.29%
LYNN MECHAM	273	18.06%
DAVID HATHAWAY	268	17.72%
JESSICA TOLMAN	233	15.41%
KODY CURTIS	215	14.22%
MIKE WEIGHT	186	12.30%
Total Votes Cast	1,512	100.00%

Santaquin City Special Bond Election

Vote For 1

	TOTAL	VOTE %
AGAINST	437	73.45%
FOR	158	26.55%
Total Votes Cast	595	100.00%

Santaquin
General Election
November 5, 2019

OFFICIAL RESULTS

Utah County, Utah

SQ04

STATISTICS

	TOTAL
Registered Voters - Total	469
Ballots Cast - Total	268
Voter Turnout - Total	57.14%

Santaquin City Council

Vote For 3

	TOTAL	VOTE %
JENNIFER S BOWMAN	186	28.22%
DAVID HATHAWAY	132	20.03%
LYNN MECHAM	101	15.33%
JESSICA TOLMAN	87	13.20%
KODY CURTIS	77	11.68%
MIKE WEIGHT	76	11.53%
Total Votes Cast	659	100.00%

Santaquin City Special Bond Election

Vote For 1

	TOTAL	VOTE %
AGAINST	203	76.89%
FOR	61	23.11%
Total Votes Cast	264	100.00%

2019 General Election Statistics - Santaquin

Eligible Registered Voters		5,134	
By Mail Ballots Sent		5,062	
Ballots Counted		2,789	54.32%
By Mail Ballots NOT Accepted (not counted)		78	
	<i>Returned Unsigned</i>	9	
	<i>Signatures Did Not Match the Voter Record</i>	32	
	<i>Ballots Returned From Past Election</i>	2	
	<i>Empty Envelopes</i>	-	
	<i>Ballot only - no envelope or affidavit</i>	3	
	<i>Postmark Invalid</i>	32	
Voted in Person (Early Voting and Election Day)		116	
Emergency Ballots		-	
	<i>Emergency Absentee Ballots issued</i>	-	
	<i>Emergency Absentee Ballots counted</i>	-	
Provisional/Challenged Ballots Issued		18	
Provisional/Challenged Ballots Counted		17	
	<i>Same Day Registration (No Prior Registration)</i>	15	
Provisional Ballots Not Accepted		1	5.56%
	<i>Voted an Absentee Ballot or Voted Early</i>	1	
	<i>Incomplete Information on Form</i>	-	
	<i>No ID Provided</i>	-	
	<i>No Proof of Residency</i>	-	
Ballots duplicated because they were damaged		36	1.29%
Ballots Counted on or Before Election Day		2,712	
Valid Ballots Processed and Counted After Election Day		77	

2019 General Election Statistics

Eligible Registered Voters		264,198	
By Mail Ballots Sent		264,063	
Ballots Counted		89,293	33.80%
By Mail Ballots NOT Accepted (not counted)		1,952	
	<i>Returned Unsigned</i>	359	
	<i>Signatures Did Not Match the Voter Record</i>	661	
	<i>Ballots Returned From Past Election</i>	78	
	<i>Empty Envelopes</i>	6	
	<i>Ballot only - no envelope or affidavit</i>	26	
	<i>Postmark Invalid</i>	822	
Voted in Person (Early Voting and Election Day)		1,508	
Emergency Ballots		-	
	<i>Emergency Absentee Ballots issued</i>	-	
	<i>Emergency Absentee Ballots counted</i>	-	
Provisional/Challenged Ballots Issued		199	
Provisional/Challenged Ballots Counted		193	
	<i>Same Day Registration (No Prior Registration)</i>	128	
Provisional Ballots Not Accepted		6	3.02%
	<i>Voted an Absentee Ballot or Voted Early</i>	2	
	<i>Incomplete Information on Form</i>	1	
	<i>No ID Provided</i>	2	
	<i>No Proof of Residency</i>	1	
Ballots duplicated because they were damaged		546	0.61%
Ballots Counted on or Before Election Day		83,173	
Ballots to be counted - reported to LG day after Eday		1,445	
Valid Ballots Processed and Counted After Election Day		6,120	

Santaquin City Resolution 11-02-2018

A RESOLUTION DECLARING SURPLUS PROPERTY OF SANTAQUIN CITY

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

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

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

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

- 2003 Ford Ranger VIN: 1FTZR15E33PB47187
- 2001 Chevy Suburban 2500 3/4ton 4x4 VIN: 3GNGK26U81G264635

Approved and adopted by the Santaquin City Council this 19th day of November, 2019.

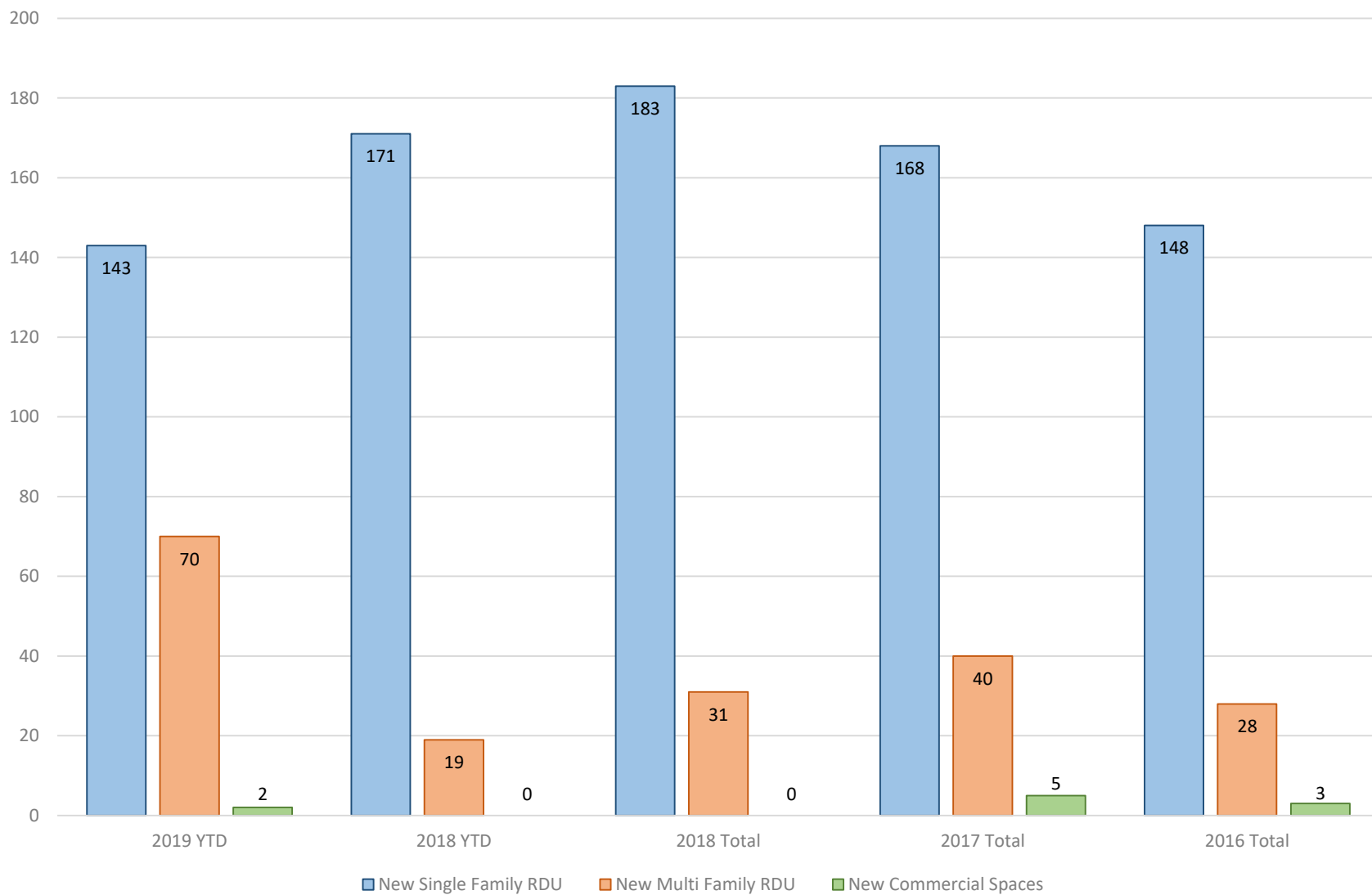
Kirk F. Hunsaker, Mayor

Attest:

K. Aaron Shirley, City Recorder



Building Permit Report November 19, 2019



New Business Licenses

Name	Owner	Address	Description	BL#
China Express 2 LLC	Xiu Luo	27 W. Main St.	Ownership Change	BL-4475
Just Floor It, LLC	Justin Hair	477 Firestone Dr.	Flooring Instillation	BL-4476
Envision Writing Studio	Shellie Peterson	1364 Ridgeway Rd.	Freelance Writing	BL-4477



MEMORANDUM

To: Santaquin City Mayor & Council
From: Benjamin A. Reeves, Santaquin City Manager
Date: November 19, 2019
Subject: 9.a. Solid Waste Service Contract Renewal

Mayor & Council,

Reece DeMille, of Republic Services, has submitted a contract renewal and extension proposal for your consideration. I have highlighted the changes to the terms below.

Generally speaking, the services provided by Republic Services under the terms of the past agreement have been adequately performed and Santaquin City is pleased with the services provided. When issues arise, they are resolved in a timely manner with professionalism.

Note: If the council recalls, there was a billing issue in the past where Santaquin City was not properly billed for the tipping fees associated with some of the solid waste that was occasionally dropped off at the transfer station in Springville. This has resulted in a \$22K bill that is owed to Republic Services by Santaquin City. Republic Services is willing to waive this bill as a provision of this contract renewal, if approved by the council.

Council Options:

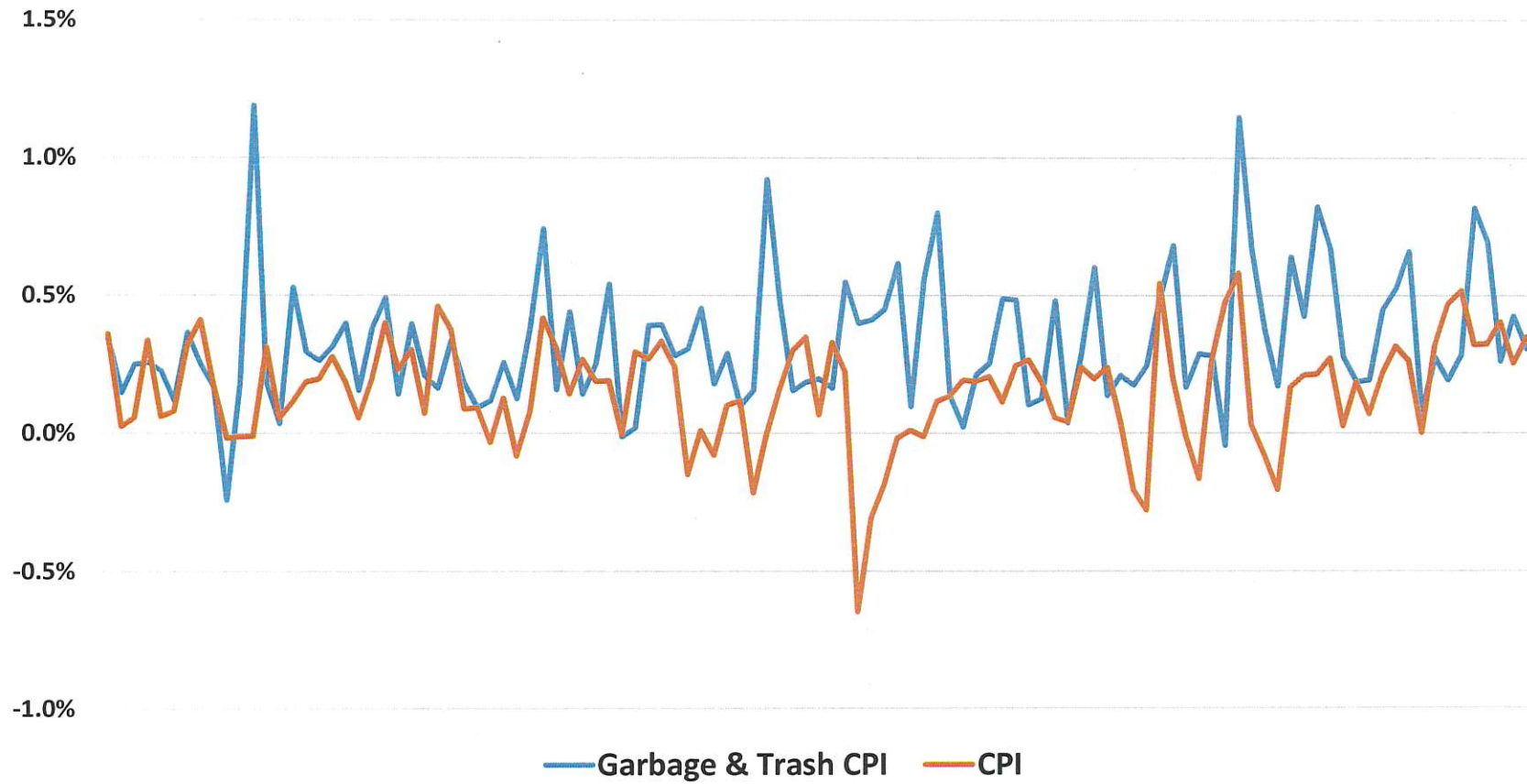
- The council can approve Resolution 11-03-2019, as proposed.
- The council can seek to negotiate alternative terms and approve a modified proposal, if said terms are mutually agreeable.
- The council can put the contract out to bid (*this will likely eliminate the waiver of the \$22K bill*)

Highlights of the Proposed Term Modifications:

- Term – Extends the contract for 5 additional years
- Pricing – Increases pricing by 3% on the first garbage can, 10% on the 2nd garbage can, and 3% on the recycling cans compared to current billing rates
- Annual Pricing Escalator – Changes the index from the more stable Consumer Price Index (CPI-U) to the more applicable, yet more volatile, Garbage and Trash CPI Index. This could result in unexpected fluctuations in solid waste expenditures.
- Disposal – Clarifies current arrangements
- Fuel Recovery Fee – Newly added

Garbage CPI vs. CPI

Month Over Month % Change
October 2009 to October 2019



Garbage & Trash CPI Average % Change
CPI Average % Change

0.34%
0.15%

RESOLUTION No. 11-03-2019

A RESOLUTION APPROVING AN ADDENDUM TO THE SOLID WASTE AND RECYCLING SERVICES AGREEMENT WITH REPUBLIC SERVICES, INC.

WHEREAS, Santaquin City and Republic Services, Inc. are parties to a service agreement dated 16th day of May 2012 ("Contract") to provide services as stipulated in the Contract; and

WHEREAS, Santaquin City and Republic Services, Inc. entered into an extension of the term of said Contract and modified said Contract to include recycling services known as Addendum 1; and

WHEREAS, Republic Services, Inc. has performed the services outlined in the Contract in an positive and professional manner meeting the expectations of Santaquin City as outlined in the Contract; and

WHEREAS, Republic Services, Inc. desires now to extend and modify the terms of the Contract under newly proposed Addendum #2 (attached); and

WHEREAS, Santaquin City desires to have Republic Services, Inc. continue to perform residential automated solid waste collection, disposal, and recycling services in accordance with the terms of the Contract, Addendum #1, and the proposed Addendum #2.;

NOW THEREFORE, BE IT RESOLVED by the City Council of Santaquin, Utah, to approve the attached Addendum #2 to the Santaquin City and Republic Services Solid Waste Service Agreement (See Attached).

Approved this 19th day of November, 2019.

Kirk F. Hunsaker, Santaquin City Mayor

ATTEST:

K. Aaron Shirley, Santaquin City Recorder

Addendum #2

FOR RESIDENTIAL CURBSIDE SOLID WASTE & RECYCLING COLLECTION & DISPOSAL

THIS ADDENDUM is made and entered into this XXX day of XXXXX, 2019, by and between Santaquin City, a Utah corporation (hereinafter called the "City"), and Allied Waste Services of North America, LLC, d/b/a Republic Services of Utah, (hereinafter called "Contractor").

WHEREAS, the City and Contractor are parties that certain agreement for services dated 16th day of May 2012 ("Contract") to provide services as stipulated in the Contract; and

WHEREAS, the City and Contractor are parties to that certain agreement for services dated 3rd day of September, 2014 ("Addendum #1) to add curbside residential opt-out recycling; and

WHEREAS, Contractor has previously provided residential automated solid waste (MSW) and recycling collection and disposal services within the boundaries of the City and to perform such work as may be incidental thereto; and

WHEREAS, the City desires to have Contractor continue to perform residential automated solid waste and recycling collection and disposal service in accordance with the terms of the Contract and Addendum #1 (combined now referred to as "Contract") that is currently in place; and

WHEREAS, the City desires now to extend the Contract for a period stated below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1) Contract Extension

Contract for MSW and recycling collection will be extended for a period of (5) years beginning July 1, 2020 and concluding June 30, 2025.

2) Pricing

MSW and recycling collection pricing will increase on July 1, 2020 to the following:

- MSW 1st can price - \$5.79 per home per month
- MSW 2nd can price - \$2.50
- Recycling can price - \$5.73

3) Annual Pricing Escalator

The annual pricing escalator will be the Garbage & Trash CPI as stated in the Bureau of Labor Statistics index (February over February) and will be put into place July 1st of each year of the contract starting July 1, 2021.

3) Disposal

MSW will be delivered to the Payson landfill or the AIRC transfer station in Pleasant Grove.

Recycling will be delivered to the SUV transfer station or the RMR drop-off location in Pleasant Grove.

Any changes to disposal locations must be approved by both parties and may necessitate an increase in collection rates charged by Contractor for possible operational cost increases due to travel time, distance, or other increase in costs associated with a different disposal location.

City will continue to pay all tipping fees associated with MSW and recycling. City is entitled to receive any and all possible rebates associated with recycling commodities.

4) Fuel Recovery Fee (FRF)

City will pay a FRF equal to \$.03 per home per month (for both MSW and Recycling first containers only) for fuel price being over \$3.00 per gallon on a \$0.10 incremental scale.

For example: If fuel is \$3.03, the FRF is \$.03. If fuel is \$2.98 there is NO FRF charge. If fuel is \$3.11, there is a \$0.06 per home per month FRF charge.

5) Additional Contract Extensions

The contract may be extended beyond the expiration date of this Addendum if it is deemed in the best interest of both City and Contractor as negotiated.

As part of this Addendum #2, Contractor agrees to forfeit the \$22,000 owed to them by City for recycling tipping fees paid by Contractor since the commencement of Addendum #1 that were the responsibility of the City.

All terms of this Addendum #2 are subject to the original contract terms and specifications except as modified herein.

(Signatures on Next Page)

Santaquin City

BY: _____

Date: _____

(Authorized Representative)

Print: _____

Title: _____

Allied Waste Services of North America, LLC d/b/a Republic Services of Utah.

BY: _____

Date: _____

(Authorized Representative)

Print: Gordon Raymond

Title: General Manager

RESOLUTION No. 09-02-2014**A RESOLUTION APPROVING AN ADDENDUM TO THE SOLIDWASTE AGREEMENT WITH REPUBLIC SERVICES, INC. FOR THE EXTENSION OF SOLIDWASTE AND ADDITION OF RECYCLING SERVICES**

WHEREAS, Santaquin City and Republic Services, Inc. are parties to that certain agreement for services dated 16th day of May 2012 ("Contract") to provide services as stipulated in the Contract;

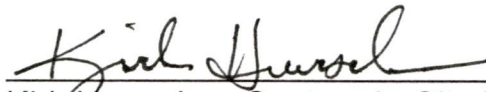
WHEREAS, Republic Services, Inc. has previously provided residential automated solid waste collection and disposal services within the boundaries of Santaquin City and to perform such work as may be incidental thereto; and

WHEREAS, Santaquin City desires to have Republic Services, Inc. continue to perform residential automated solid waste collection and disposal service in accordance with the terms of the Contract that is currently in place; and

WHEREAS, the City desires to now add, curbside residential opt-out recycling.


NOW THEREFORE, BE IT RESOLVED by the City Council of Santaquin, Utah, to approve the attached Addendum #1 to the Santaquin City and Republic Services Solid Waste Service Agreement dated May, 16, 2012.

Approved this 3rd day of September, 2014.



Kirk Hunsaker, Santaquin City Mayor

ATTEST:



Susan B. Farnsworth, Santaquin City Recorder



ADDENDUM #1

FOR RESIDENTIAL SOLID WASTE COLLECTION & DISPOSAL & CURBSIDE RESIDENTIAL OPT-OUT RECYCLING

THIS ADDENDUM is made and entered into this the 3rd day of September, 2014, by and between Santaquin City, a Utah corporation (hereinafter called the "City"), and Allied Waste Services of North America, LLC, d/b/a Allied Waste Services of Utah County and Republic Services of Utah, (hereinafter called "Contractor").

WHEREAS, the City and Contractor are parties to that certain agreement for services dated 16th day of May 2012 ("Contract") to provide services as stipulated in the Contract;

WHEREAS, Contractor has previously provided residential automated solid waste collection and disposal services within the boundaries of the City and to perform such work as may be incidental thereto; and

WHEREAS, the City desires to have Contractor continue to perform residential automated solid waste collection and disposal service in accordance with the terms of the Contract that is currently in place; and

WHEREAS, the City desires to now add, curbside residential opt-out recycling.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1) Contract Extension

Contract for municipal solid waste (MSW) will be extended for the period of three (3) years beginning July 1, 2017 and concluding June 30, 2020. Whereas the recycling portion of the contract will commence with collection on March 1, 2015 and proceed through the same period, June 30, 2020.

2) Pricing

MSW pricing for services shall remain the same at \$5.13 for each first residential container and \$2.07 for each additional container.

Opt-out recycling pricing shall be \$5.15 for each recycling container.

On July 1, 2015, and annually thereafter, a price increase will be implemented for trash per 3.03.2 of the contract.

On July 1, 2016, and annually thereafter, a price increase will be implemented for recycling per 3.03.2 of the contract.

3) Disposal

MSW will continue to be delivered to the same location per the contract.

Recycling material will be collected and taken to a location agreed upon by both parties.

City will assume/receive all reward and risk of the associated recycling commodity value.

4) Additional Contract Extensions

The contract may be extended per current language in the contract.

5) A new section titled, "*Nature of Recyclables and Contamination*" is hereby inserted in the Contract to be read as follows:

(i) "Nature of Recyclables: Contractor shall collect and haul to the approved drop-off location, recyclables that are generally approved recyclables under this Contract. They are to include: Corrugated cardboard, magazines, catalogs, newspapers, plastics 1-7, office paper, paperboard, phone books, aluminum, small metal and steel cans, junk mail, paper bags, and plastic grocery bags that are bound in a ball or tied in another bag.

(ii) Non-acceptable items that should NOT be placed in the recycling receptacle include:

- *Glass*
- *Styrofoam*
- *Large or heavy steel/metal items (like a swing set or bike)*
- *Yard waste including leaves, limbs, etc.*
- *Food Waste*

(iii) Contamination of Recyclables: Contractor is not responsible for the collection or disposal of contaminated items in the recycling stream. If items delivered to the MRF/recyclable drop-off location are rejected and must be disposed of as trash, the City is responsible for the disposal of these items."

All terms of this Addendum are subject to the original contract terms and specifications except as modified herein.



Santaquin City

BY: [Signature] Date: 4-September-2014
(Authorized Representative)

Print: Kirk Hunsaker Title: Mayor

Allied Waste Services of North America, LLC, d/b/a Allied Waste Services of Utah County and Republic Services of Utah.

BY: [Signature] Date: 9-15-14
(Authorized Representative)

Print: David Price Title: G.M.

**CONTRACT FOR SOLID WASTE COLLECTION
AND DISPOSAL COLLECTION SERVICES**

THIS CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL COLLECTION SERVICES (this "Contract"), is made and entered into effective as of the 16 day of May, 2012 (the "Effective Date"), by and between the City of Santaquin, Utah (the "City"), and Allied Waste Services of North America, LLC, a Delaware limited liability company d/b/a Allied Waste Services of Utah County // Republic Services of Utah ("Contractor").

RECITALS:

WHEREAS, Contractor submitted a proposal and bid to provide solid waste collection and disposal collection services within the City and to perform such work as may be incidental thereto. The City has awarded the contract to Contractor.

WHEREAS, Contractor will collect and dispose of solid waste materials in accordance with the terms of this Contract and the City's bid specifications.

AGREEMENT:

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Contractor is hereby granted the sole and exclusive solid waste collection and disposal franchise, license, and privilege within the territorial jurisdiction of the City, and Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide such services as specified and to perform all work called for and described in the contract documents for the period beginning on July 1, 2012 and continuing through June 30, 2017. The term of the Contract shall automatically renew for successive three year terms, unless either party provides the other party notice at least 120 days prior to the end of the then current term of its intent to terminate the Contract at the end of such term.
2. The contract documents include the following documents, and this Contract expressly incorporates the same as fully as if set forth verbatim in this Contract:
 - (a) This instrument;
 - (b) Exhibit A – General Specifications;
 - (c) Exhibit B – Contractor's Pricing
 - (d) Exhibit B-1 – Fuel Recovery Fee
 - (e) Exhibit C – City's Request for Proposals with Qualification (the "RFP"), but only to the extent not in conflict with or amended by the other contract documents; and
 - (f) Exhibit D – Contractor's Insurance Certificate
 - (g) Exhibit E – Contractor's Response to RFP
 - (h) Any addenda or changes to the foregoing documents agreed to in writing by the parties hereto.
3. All provisions of the contract documents shall be strictly complied with and conformed to by Contractor. No amendment to this contract shall be made except upon the written consent of the

parties. No amendment shall be construed to release either party from any obligation of the contract documents except as specifically provided for in such amendment.

IN WITNESS WHEREOF, the parties have entered into this Contract effective as of the Effective Date.

CITY OF SANTAQUIN, UTAH

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC

By: *James DeGrassini*
Name: _____
Its: _____

By: *David Paul*
Name: *David Paul*
Its: *Gm*

ATTEST:

S. Farnsworth
Susan B. Farnsworth, City Recorder

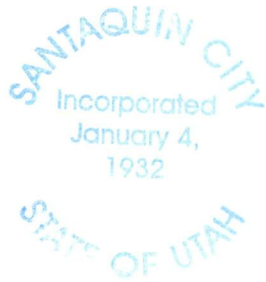


EXHIBIT A
GENERAL SPECIFICATIONS

1.0 DEFINITIONS

- 1.01 Bulky Waste – Stoves, refrigerators, water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for the Carts. Bulky Waste further includes those unacceptable items listed in Section 12(b) of the RFP.
- 1.02 Cart – A receptacle constructed of fiberglass or plastic with a volume in excess of 90 gallons and designed to be used in automated dump service on a collection vehicle.
- 1.03 City – City of Santaquin, Utah
- 1.04 Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.05 Disposal Site – A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.
- 1.06 Excluded Waste – Excluded Waste is all Bulky Waste, Construction Debris, Large Dead Animals, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and Special Waste.
- 1.07 Garbage – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.
- 1.08 Hazardous Waste – Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
- 1.09 Institutional Solid Waste – Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.

- 1.10 Large Dead Animals – Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.11 Offal Waste – Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
- 1.12 Producer – An operator or occupant of a Residential Unit who generates Garbage, Rubbish, Yard Waste.
- 1.13 Residential Unit – A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.14 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.
- 1.15 Small Dead Animals – Animals or portions thereof less than ten pounds(10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.16 Solid Waste – useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.
- 1.17 Special Waste – Special Waste is a form of Excluded Waste and is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate, such waste. Special Waste includes, but is not limited to:
- (a) waste iron from a commercial or industrial activity;
 - (b) waste generated by an industrial process or a pollution control process;
 - (c) waste which may contain free liquids;
 - (d) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
 - (e) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;

- (f) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");
 - (g) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
 - (h) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;
 - (i) municipal or commercial solid waste that may have come into contact with any of the foregoing;
 - (j) filter cake sludge wastes from waste water treatment processes;
 - (k) wastes containing any regulated polychlorinated biphenyls; and,
 - (l) ash, sludge, tires and powders.
- 1.18 Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 1.19 Waste Material. Waste Material is all nonhazardous Solid Waste (including Garbage, Rubbish and Yard Waste) that are not excluded by this Contract. Waste Material shall not include any Excluded Waste.
- 1.20 Vegetable Waste – Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.
- 1.21 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed fifty (50) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be fifty (50) pounds.

2.0 SCOPE OF WORK

- 2.01 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and transport Waste in the City to an appropriate Disposal Facility. The work shall specifically include the following: at the premises of Residential Units within the City and served by the Contractor, collection shall occur a minimum of once weekly for Waste Materials. Contractor shall provide each Residential Unit with one Cart for the collection of Waste Materials. Each Cart shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways or alleys. Carts shall be placed as close to the roadway or alley as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Cart not so placed. The City agrees that should the City add recycling services or green waste services to residents in the City, that Contractor shall have the right to provide such services under an amendment to this Agreement.
- 2.02 Work Not Covered By Contract. The work under this Contract does not include the collection or disposal of Excluded Waste materials.

3.0 BASIS OF PRICES AND METHOD OF PAYMENT

- 3.01 Waste Materials Collection and Disposal Rates. The prices to be paid by the City for the collection of Waste Material shall be as shown on Exhibit B.
- 3.02 Fuel Recovery Fee. In addition to the service and other rates charged by Contractor pursuant to this Agreement, Contractor will charge a Fuel Recovery Fee (the "FRF"), which may be adjusted on each invoice as set forth on Exhibit B-1.
- 3.03 Modification to Rates
- 3.03.1 Pass Through Regulatory Cost Increases. Following thirty (30) days written notice to the City, Contractor may pass through certain cost increases directly to the City to adjust for actual increases in cost incurred by Contractor in performance of this Contract which result directly from changes in applicable local, state, or federal rules, ordinances or regulations, and changes in fees or other governmental charges (other than income or real property taxes); provided however, that City may, at any time and in its sole discretion, suspend imposition of such changed rates pending satisfactory documentation submitted to City by Contractor that such changed rates are justifiable under this Section 3.03.1. Satisfactory documentation shall include a certificate signed by the principal financial officer of Contractor setting forth the amount of the changed rate and the reason why such rate change is properly chargeable, and, if requested by City, Contractor shall provide to City such additional back-up documentation to demonstrate the incurrence of the cost resulting in the rate change. The cost increases may be passed through to the City after the City confirms the cost is related to a regulatory change affecting performance under this Contract.
- 3.03.2 CPI Increase. The fees which may be charged by Contractor for the second and subsequent years of the term hereof shall be increased to reflect increases in the Consumer Price Index for Urban Consumers (CPI-U) in the Consumer Price Index for Urban Consumers (CPI-U) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics. Rates will be adjusted using the most recently available trailing 12 months average CPI compared to the 12 months preceding.
- 3.03.3 Disposal Rate Adjustment. The fees in Exhibit B shall also be increased or decreased, as the case may be, to reflect increases or decreases in Contractor's disposal rate, if any.
- 3.04 Delinquent and Closed Accounts – The Contractor shall discontinue Waste Material collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Waste Material collection on the next regularly scheduled collection day. To the extent allowed by law, the City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.
- 3.05 Contractor Billings to City – Contractor shall bill the City for Waste Material collection and disposal services and the City shall pay Contractor on or before thirty (30) days following receipt of Contractor's invoice. Such billing and payment shall be based on the price rates

and schedules set forth in the Contract Documents. Payments not made by the City on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) per Residential Unit or one and one-half percent (1.5%) per month or portion thereof; or, b) the maximum allowed by law, if less than a). In the event the City withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid by City.

4.0 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject.

5.0 NON-DISCRIMINATION

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

6.0 RISK ALLOCATION AND INDEMNITY

6.01 Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents. Further, Contractor shall release, defend, indemnify and hold harmless City and its City Council members, officers, agents, representatives and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses (including attorney's fees and expenses incurred in enforcing this indemnity), to the extent caused by the negligent, grossly negligent, and/or intentional wrongful act and/or omission of Contractor, its officers, agents, representatives, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible, in its/their performance of this Contract and/or arising out of goods and/or services provided by Contractor pursuant to this Contract (hereinafter "Claims"). This indemnification provision and the use of the term "Claims" is also specifically intended to apply to, but not limited to, any and all claims, whether civil or criminal, (i) brought against City by any government authority or agency, to the extent caused by the violation by Contractor or any person providing services on its behalf under this Contract of any Federal immigration law and (ii) any and all claims, demands, damages, actions and causes of action of every kind and nature, known and unknown, existing or claimed to exist, to the extent caused by Contractor's violation of any contract or applicable law relating to any employment relationship between Contractor and its employees or subcontractors, including, but not limited to, those claims, demands, damages, actions and causes of action resulting from subcontractor's or employee's employment and/or separation from employment with the Contractor; discrimination claims based on sex, sexual orientation or preference, race, religion, color, national origin, age or disability under federal, state or local law, rule or regulation; any claim for wrongful termination, back pay, future wage loss, overtime pay, employee benefits, injury subject to relief under the workers' compensation act or that would be subject to relief under any policy for workers compensation insurance; and any other claim, whether in tort, contract or otherwise relating to Contractor's violation of employment-related contracts or applicable law.

City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this Contract. Contractor shall retain City-approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City. The rights and obligations created by this paragraph shall survive termination of this Contract.

- 6.02 City shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by the City's negligence or acts of willful misconduct or those of its contractors or agents.
- 6.03 If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the contents of the Cart. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.
- 6.04 For the avoidance of any doubt, this Section 6.0 shall supersede Section I, third bullet point, of the RFP.

7.0 LICENSES AND TAXES

Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) at its sole expense and promptly pay all taxes required by the City and by the State.

8.0 FORCE MAJEURE

Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a natural disaster or terrorist act over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. In the event of such a natural disaster or terrorist act, the Contractor and the City shall negotiate the payment to be made to the Contractor. Further, when the City and

the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

9.0 ASSIGNMENT OF CONTRACT

Neither party shall assign this Contract without the other party's prior written consent. Notwithstanding the foregoing, Contractor may assign this Contract without the City's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor.

10.0 EXCLUSIVE CONTRACT

The Contractor shall have an exclusive franchise, license and privilege to provide Waste Material collection and disposal services within the corporate limits for and on behalf of the City to the designated Residential Units covered by this Contract.

11.0 TITLE TO WASTE

Title to Waste Materials shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall at no time pass to Contractor.

12.0 TERMINATION OF CONTRACT

12.01 In the event of a failure by Contractor to perform any material provision of this Contract, the City shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. City may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and City so notifies Contractor in writing of such termination action. At such time, City shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, if any, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

12.02 In the event of a failure by City to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the City along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if City has not adequately corrected such breach in accordance with this Contract and Contractor so notifies City in writing of such termination action. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

13.0 CONTRACTOR'S PROPERTY

All Carts, containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). City and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment.

14.0 INSURANCE

Contractor shall maintain during the term of the Contract insurance coverage as set forth on the Certificate of Liability Insurance attached as Exhibit D.

15.0 PERFORMANCE BOND

Contractor shall furnish City with a performance bond as security for the performance of this Contract in accordance with Section I of the RFP. Said bond shall be in a form and by a company acceptable to the City.

16.0 NEWLY DEVELOPED AREAS

The Contractor will, within thirty (30) days of notification to the City provide Waste Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the City's current territorial limits. Any areas that may be annexed by the City which contain Residential Units which the City would like Contractor to service, shall be added to this Contract at the same rates as the existing customers in the City.

17.0 MISCELLANEOUS TERMS

- 17.01 Contractor shall not be responsible for any damages to City's property or equipment located adjacent to the Carts, nor to City's pavement, curbing or other driving surfaces resulting from Contractor's providing the services under this Contract, except to the extent of Contractor's negligence, gross negligence, strict liability or willful misconduct.
- 17.02 Contractor may, upon written approval of the City, provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.
- 17.03 Contractor shall have no confidentiality obligation with respect to any Waste Materials collected pursuant to this Contract.
- 17.04 Except as may be specifically provided herein, Contractor provides no guarantees or warranties with respect to the work performed. No liquidated damages or penalties may be assessed against Contractor by City, except as otherwise provided in the contract documents.
- 17.05 No intellectual property ("IP") rights in any of Contractor's IP are granted to City under this Contract.
- 17.06 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.

- 17.07 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.
- 17.08 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- 17.09 This Contract shall be interpreted and governed by the laws of the State of Utah and venue shall be exclusively in Utah County, Utah.
- 17.10 This Contract and Exhibits A, B, C, D and E set forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.
- 17.11 If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

EXHIBIT B
CONTRACTOR'S PRICING

Weekly Automated Residential Solid Waste Collection

	Monthly Unit Price
Price per residential unit with one Cart	\$4.95
Price per container for each additional Cart	\$2.00

EXHIBIT B-1
FUEL RECOVERY FEE

This Fuel Recovery Fee will be added based upon the scale below.

Monthly Avg. \$/Gallon	\$ increase per 1st Container
\$3.99 or less	\$ -
\$ 4.00	\$ 0.03
\$ 4.10	\$ 0.06
\$ 4.20	\$ 0.09
\$ 4.30	\$ 0.12
\$ 4.40	\$ 0.15
\$ 4.50	\$ 0.18
\$ 4.60	\$ 0.21
\$ 4.70	\$ 0.24
\$ 4.80	\$ 0.27
\$ 5.00	\$ 0.30
\$ 5.10	\$ 0.33

Rate is based upon an average of the weekly On-Highway
Rocky Mountain Index as provided by the Energy Information
Administration

If monthly average exceeds \$ 5.10 the surcharge table will follow the same pattern

EXHIBIT C
REQUEST FOR PROPOSAL



REQUEST FOR PROPOSAL

for

SOLID WASTE COLLECITON

**CITY OF SANTAQUIN, UTAH
275 WEST MAIN STREET
SANTAQUIN, UTAH 84655**

RFP Submittal Deadline: Wednesday, April 25, 2012 at 1:00 PM.

April 9, 2012

TO WHOM IT MAY CONCERN:

The City of Santaquin, Utah is accepting **Request for Proposals (RFP)** from Solid Waste Management firms interested in submitting proposals to provide SOLID WASTE COLLECTION for the residents of Santaquin.

The City of Santaquin will make the RFP available to any interested parties at the following address:

Santaquin City
Administration Department
275 West Main Street
Santaquin, UT 84655

The City of Santaquin will not accept any RFP submittal by facsimile or any method other than that stated in the RFP.

The City of Santaquin reserves the right not to issue a RFP and to cancel or modify this solicitation at any time if it deems, in its sole discretion, that such measures are in Santaquin City's best interest.

The City of Santaquin looks forward to reviewing your RFP submittal and to working with the selected team in a successful development of this project.

Sincerely,

Benjamin A. Reeves
City Manager

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- A. INTRODUCTION
- B. BACKGROUND
- C. BASIC SERVICE REQUIREMENT
- D. SCOPE OF PROJECT
- E. QUALIFICATION CONTENT REQUIREMENTS
- F. ANTICIPATED SCHEDULE
- G. PROPOSAL REQUIREMENTS
- H. CRITERIA FOR SELECTION
- I. CONTRACT PROVISIONS

A. INTRODUCTION

Santaquin City is a growing community of about 9,500 residents.

B. BACKGROUND

Santaquin City is the southern most city in Utah County with approximately 2,400 residential solid waste customers. (In the month of February 2012 the City billed for 2382 first cans and 446 second cans).

C. BASIC SERVICE REQUIREMENTS

1. The Solid Waste Contractor shall supply all receptacles used for waste collection.
2. Waste shall be collected one time each and every week on a regular schedule, including weeks with holiday, for all customers.
3. Contractor cannot collect waste before 7:00 am (Monday – Friday)
4. It is preferred that the entire City is to be serviced on one day (currently on Tuesday).
5. All solid waste collection trucks must be kept in safe operating condition.
6. All solid waste collection trucks must be maintained so as to prevent waste from leaking out or spilling out onto the city streets.
7. All solid waste collection trucks transporting solid waste must be covered sufficiently or contained, so as to prevent waste from spilling or blowing out. The Solid Waste Contractor shall respond immediately (within one hour) to reports of waste spilled on city streets or on public or private property from a garbage truck, or of hydraulic oil spilled from a garbage truck, or any other discharge from the garbage truck. All required clean-ups shall be that responsibility of the contractor.
8. The Solid Waste Contractor must obtain and maintain a Santaquin City business license.
9. The Solid Waste Contractor shall submit an annual schedule to the City indicating days of collection and scheduled holiday adjustments. This information may be placed on the utility bill, newsletter, or city website at least two weeks prior to the adjustments in the collection schedule, as a reminder, when a holiday will affect services.

10. The Solid Waste Contractor shall provide a customer service representative at a local access telephone number who shall be available to citizens during business hours (the Contractor's solid waste collection hours), to work with city personnel, receive complaints and reports of problems. The Contractor shall respond to customer complaints and/or reports of problems, within one working day after being notified by the City or citizen. The Contractor shall make a good faith effort to resolve customer concerns and/or ongoing problems in a reasonable manner within three working days after notification.
11. The Solid Waste Contractor shall accept all types of residential waste placed in the garbage receptacles by customers including, but not limited to:
 - a. All wastes associated with purchasing, handling, preparing, consuming, and disposing of food in a residential dwelling.
 - b. All wastes associated with household and yard managements, including packaging, debris from minor house repairs, yard wastes, discarded clothing, shoes, disposable diapers, etc., paper, broken or discarded household items, etc., as long as it fits inside the garbage receptacle.
 - c. Other sundry waste items or debris as long as they can be reasonably accommodated in the garbage receptacle and can be handled without damaging the solid waste trucks.
12. The Solid Waste Contractor may refuse to accept waste placed in the garbage receptacles by customers under the following conditions:
 - a. The waste is hazardous by Federal or State regulations.
 - b. The waste is of such a volume, weight, and/or composition that it cannot be reasonably accommodated by the solid waste trucks.
 - c. The waste poses a danger to the truck and/or operator (i.e. hot ashes, ammunition, hazardous or toxic chemicals or chemical agents, heavy or jagged metal, concrete or rock material, stumps, etc., human or liquid wastes as from RV holding tanks, etc., improperly discarded medical wastes, etc.).
 - d. The waste is industrial, according to Federal and State definitions, or is of such a volume and composition so as to indicate obvious commercial activities instead of a residential dwelling.
13. The Solid Waste Contractor will not be permitted to commingle refuse from City receptacles with refuse from non-city receptacles in the same collection truck.

14. The Solid Waste Contractor shall bill the City monthly. Billing will be based upon the number of account serviced during the preceding month. Number of cans in services from each month shall be reported to the Contractor by the City each month.

The Solid Waste Contractor shall guarantee a service level to meet or to exceed these specifications and the City reserves the right to withhold payment to the Contractor if a problem occurs with any of these service specifications and that is not reasonably resolved. In the even that a significant number of problems have been brought to the attention of the Contractor and the problems have not been resolved in a manner satisfactory to the City, the City shall consider the Contractor to have failed to perform, and the City may begin action to terminate the Contractor's Agreement.

D. SCOPE OF PROJECT

Santaquin City requests proposals from Waste Management Companies to provide solid waste collection of all residential receptacles. **Please submit a price for both a first receptacle and a separate price for second receptacle.** Proposal amount should include delivery of waste to the Payson City Landfill, located at 6665 West 10400 South, Payson, UT and should exclude tipping fees.

Prices should include all labor, equipment, fuel and other costs necessary to provide the service for a minimum of five years. Include any proposed cost adjustments required for your proposal.

E. QUALIFICATION CONTENT REQUIREMENTS

The proposal will include the following items:

- Letter of Interest.
- Proposal shall include both alternates listed in the Scope of Work.
- Proposals shall include the day of the week when pick up is proposed.
- Identification and contact information of other communities that use the Contractor's services presently.
- A description of the firm's equipment.
- Identification of and a description of the ability to serve additional customers.

F. ANTICIPATED SCHEDULE

RFP submittal	April 25, 2012
Review by City Council	May 2012
Selection and Contract	June 2012
Service Start Date	July 1, 2012

G. PROPOSAL REQUIREMENTS

All solid waste management firms submitting proposals shall submit seven (7) identical copies of their proposal to:

Santaquin City
Attn: Benjamin A. Reeves
275 West Main Street
Santaquin, Utah 84655

SEALED PROPOSAL FOR:
Solid Waste Collection

Submittals must be received by 1:00 PM, Wednesday, April 25, 2012.

H. CRITERIA FOR SELECTION

Proposals will be evaluated and a shortlist established using the following criteria:

- Fee Proposals.
- Experience and Qualification
- Existing communities serviced.
- Existing equipment and year of manufacture.
- Compliance with City Specifications.

I. CONTACT PROVISIONS

The Contractor and the City shall enter into an agreement which shall include, but not be limited to, the following

- The Contractor shall provide documentation on Workers' Compensation Insurance in accordance with Utah State Law.
- The Contractor shall provide documentation of Liability Insurance with coverage limits.
- An indemnification clause from liabilities associated with waste collection of receptacles from Santaquin City.
- The Contractor shall guarantee its performance by providing a cash bond, irrevocable letter of credit, or a corporate surety bond in a form accepted by the City in the amount of One Hundred and Fifty Thousand Dollars (\$150,000.00).
- If the City terminated the Contract for cause, the Contractor shall continue service to the City for ninety days, if desired by the City.
- The Contractor shall propose charges for collection and hauling of the waste from City accounts only and shall proposed a system for accurately reporting the number of loads and tons hauled through this Agreement.

- The City shall charge solid waste collection fees directly to its citizens through its utility accounts. The City shall pay the Contractor for collection of residential solid waste monthly.
- The Contractor shall guarantee service and/or discontinuance of service to any account as requested by the City.
- Contract duration and termination specifics.

The proposals will be reviewed by Santaquin City Staff, who will present their recommendation to the Mayor and City Council.

The City reserves that right to accept or reject any or all proposals received and to waive any technical informality as may be considered to be in the best interest of the City. The City reserves the right to negotiate in determining the choice of the firm to do the work. The City will determine the final three firms and begin negotiations with the first selected firm. If negotiations with the first selected firm fail, the City will then negotiate with the next firm, and so forth until an agreement can be arranged and a definite firm be selected. An agreement between the City and the selected solid waste management firm will then be completed outlining the scope of work, the associated costs, etc. The City reserves the right to reject any and all proposals at any time during the final negotiations.

CERTIFICATE OF LIABILITY INSURANCE

DATE RECORDED 11/10/90

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTATION: If the certificate holder is an additional insured, the following must be endorsed: "If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)."

PRODUCTS
CENTRAL
HALLS

17015 N. SCOTTSDALE RD.
CANNON COPIER MANAGEMENT SERVICES, INC.
PHOENIX, AZ 85024
800-853-6155
Fax: 602-998-1111
E-Mail: info@cmss.com

SCOTT SWANEE, AZ 85259	MEMBERS AFFORDING COVERAGE	OLD REPUBLIC INSURANCE COMPANY	24147
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19437	MEMBER B. LEXINGTON INSURANCE COMPANY	15000 ALLEY WAY
		REPUBLIC SERVICES, INC.

PHOENIX, AZ 85004	INSTRUMENT :	INSTRUMENT # :
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COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED HEREIN, AND FOR THE POLICY PERIOD		

NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR ANY RESTRICTION, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND COVENANTS OF SUCH POLICIES. THE POLICIES MAY HAVE BEEN REVISED BY ADDITIONAL AGREEMENTS.

[illegible]

CONCRETE OBLIGATION LIABILITY	X	4/15/2017	6/15/2017	PAID TO RENT	\$5,000.00
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PERMANENT & ADDITIONAL	\$5,000.00
RECURRING CONTRIBUTIONS	\$5,000.00

GENERAL AND SPECIAL LIMITED AFFILIATES PERM. FBO. POST OFFICE BOX 100

PERMITS - COMMUNITY ACQUIS. \$5,000.00

A	AUTOMOBILE LIABILITY	MAY/8/2013	6/30/2017	\$5,000,000
X	ANY AUTO			

\$	(Investment) [unclear]	BOLIVIA	X	BOLIVIA	X
\$	(Investment) [unclear]	CENTRAL AMERICA	X	CENTRAL AMERICA	X

B	X	UNTERKUNFT	X	00000	22142232214224	6/30/2011	6/30/2012	EAG-COURTNEY	15,000,000
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[illegible]

DATE	DESCRIPTION	AMOUNT	BALANCE
6/30/2012	AMOUNT 1717.08 DOL. R/OCS		
6/30/2012	MINES 945 EXCESS NAT CH		
6/30/2011	MINES 945 EXCESS NAT CH TX		
6/30/2011	ET. EAGLE-ACD DENT		
6/30/2011	ET. EAGLE-ACD DENT		

F1	DISEASE - FATAL OREO	\$3,900,000
F2	DISEASE - POLYMYELITIS	\$3,070,000

100

DEPARTMENT OF CHEMISTRY, UNIVERSITY OF CALIFORNIA, 101, 4, DOWNS DRIVE, BERKELEY, CALIF. 94720-1480

TEXAS EXCESS PROFITABILITY AND EMPLOYERS LIABILITY

Republic Services Inc. has subsidiaries in the United States, Republic Services, Inc., has filed an approved Indemnity Plan with the Texas Department of Insurance with an offset on amounts in benefits to employees rather than the traditional 401(k) or 403(b) contribution in favor of the company. The services with a Texas Department of Insurance with an offset on amounts in benefits to employees rather than the traditional 401(k) or 403(b) contribution in favor of the company. The services with a Texas Department of Insurance with an offset on amounts in benefits to employees rather than the traditional 401(k) or 403(b) contribution in favor of the company.

THE FOLLOWING INFORMATION IS FOR YOUR INFORMATION ONLY. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION. THE INFORMATION IS PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE NATIONAL CANCER INSTITUTE.

SHOULD ANY OF THE ABOVE DESCRIBED POWERS BE CANCELLED BEFORE

THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT E

CONTRACTOR'S RESPONSE TO RFP



Proposal to

Santaquin City Corporation



Solid Waste Collection

April 2012



April 25, 2012

Mr. Benjamin A. Reeves
City Manager
275 West Main Street
Santaquin, Utah 84655

RFP: Solid Waste Collection

Dear Mr. Reeves,

Allied Waste Services of North America, LLC (d/b/a Republic Services/Allied Waste)—a national leader and local hauler of recycling and residential waste services collection, is pleased to submit our proposal in response to Santaquin City's, "Request for Proposal for Solid Waste Collection." Allied is a wholly-owned subsidiary of Republic Services, Inc. (Republic). Republic is the most respected financially run integrated waste services company in the United States with assets of nearly \$20 billion. Republic's financial strength includes recognition by every major rating institution as having the best credit and strongest financial portfolio in the solid waste and recycling services industry.

In this *Proposal*, Allied provides a comprehensive and complete response to the City's *RFP* assuring adherence to the highest standards for collection services at the most competitive rates. Allied will perform the services as proposed with the utmost diligence and professionalism and at a level the Company believes will be unmatched by the competition.

Allied's Proposal includes the following: 1) Santaquin City high school student environmental scholarship 2) Special events solid waste collection and 3) Christmas tree collection program. These show our commitment to the city as an environmental partner with whom the city will be proud to work.

Allied has enjoyed the partnership we have created with Santaquin City, we understand the City's unique needs and have worked hard to continue to meet the needs and grow with Santaquin City every year. We have the fleet, resources, and ability to service Santaquin as it continues to grow and we are confident we will be able to keep up with the expansion and exceed the demands of the City.

We are the largest recycler in Utah County and if Santaquin City is interested in beginning a recycling program or implementing another collection service, we are the provider to work with. We are certain when the time comes we have the ability to create any program necessary to meet the new needs of Santaquin City and the resources to implement that program in a timely fashion.

We have included in this proposal items for discussion such as "Same- Side" of the street waste collection for you to compare cost savings. We offer a list of recycling programs we have created and implemented for your information, in the event you are interested in a recycling program for Santaquin City. We have also hired a Community Outreach Manager who will be able to help the City with any community events and to educate residents on the services they are receiving. We understand, from your RFP, that you have the ability to select a qualified firm and negotiate with them. We hope to meet with you to discuss which services may be added or removed to help Santaquin meet their service mix, quality, and financial needs.

We appreciate your consideration of this *proposal* and look forward to the opportunity to continue servicing Santaquin City. We realize Santaquin is a city with a great past and bright future. We would be honored to continue our partnership and to continue providing solid waste collection in a way the city wants and needs.

Respectfully,



Gordon Raymond
Manager of Government Affairs



Proposal Highlights for

CITY OF SANTAQUIN

- Same Day Service- Tuesday
- Same Side of the Street Option for Cost Savings
- Best Partner for Future Recycling Program
- Continuity of Service
- Community Relations Manager
- We Will Meet all Proposal Deadlines
- Curbside Christmas Tree Collection
- Customer Service Check-in Program

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Section I- Qualifications

Meet Allied Waste, A Republic Services Company

A. Firm Experience and Relevant Qualifications

Legal Entity

The legal entity to enter into an agreement with Santaquin City is Allied Waste Services of North America, LLC, a wholly-owned subsidiary of Republic Services, Inc. (NYSE: RSG). Allied is qualified, licensed, and authorized to do business within the State of Utah. Republic Services, Inc. was incorporated as a Delaware corporation in 1996.

Overview

Republic's Corporate headquarters are located at:
18500 North Allied Way, Phoenix, AZ 85054.

Allied's local Division office is located at:
675 South Gladiola, Salt Lake City, Utah, 84104

Republic's organization and management structure includes four regions across the country and a regional management team headed by a Senior Vice President of Operations located in each of the four regions. Within each region are multiple market areas, each headed by an Area President and Area management staff.

Republic is among the largest, most experienced, and reputable integrated waste collection companies in Utah and across the nation. As a result of its merger with Allied Waste Industries, Inc. in December of 2008, Republic is now the second largest integrated waste management company in the United States and, in 2010, reported annual revenue of approximately \$8.1 billion and total assets of nearly \$20 billion. Republic has approximately 30,000 employees serving more than 13 million customers through 348 collection operations and the ownership or operation of 204 transfer stations, 193 solid waste landfills 76 recycling facilities, and 73 landfill gas and renewable energy projects across 40 states and Puerto Rico.

Here in Utah, Allied Waste, a Republic Services Company, we service 21 cities and counties across the state. We offer to cities a customized collection service program to cater to the needs of each City and their residents. We pride ourselves on our innovative services and the flexibility we are able to provide each city. We are willing and capable of providing Santaquin City with the services necessary to meet the demands and desires of the City.

B. Financial Statement

The Company's 2010 Annual Report to Shareholders (Form 10-K) contains financial information about the company. The Annual Report to Shareholders has been prepared in accordance with Securities and Exchange Commission requirements and in accordance with generally accepted accounting principles.

The financial statements contained in the Annual Report were audited by Ernst & Young LLP (Independent Registered Public Accountants) – Phoenix, Arizona.

Republic Services, Inc. is a publicly owned company whose shares are traded on the New York Stock Exchange (NYSE symbol: RSG).

Summary 5-years of Financial Data

(in millions)

	2010	2009	2008	2007	2006
Revenue	\$8,106.6	\$8,199.1	\$3,685.1	\$3,176.2	\$3,070.6
Operating income	\$1,539.1	\$1,589.8	\$283.2	\$536.0	\$519.5
Net income	\$507.5	\$496.5	\$73.9	\$290.2	\$279.6
Total assets	\$19,461.9	\$19,540.3	\$19,921.4	\$4,467.8	\$4,429.4
Stockholders' equity	\$7,848.9	\$7,567.1	\$7,282.5	\$1,303.8	\$1,422.1

Long-Term Stability and Sufficient Capital

As of December 31, 2010, Republic Services, Inc. reported total assets of \$19,461,900,000. The financial prospects for Republic Services indicate long-term stability based on the Company's assets. It is the Company's belief that it has the financial capabilities and sufficient working capital or access to sufficient working capital to finance and perform the required work.

Credit Information

Republic Services, Inc. carries an "investment grade" credit rating. On Aug. 5, 2010, Fitch Ratings upgraded Republic Services, Inc. In a press release, Fitch states "RSG's ratings reflect the waste services company's proven commitment to debt reduction as well as improvements to the capital structure that was created by the 2008 merger with Allied Waste."

C. Principle Contacts

Kory Coleman Area President

	Biography Kory has been with Allied Waste for 15 years; previous positions at Allied include General Manager. Prior to working for Allied Kory was an administrator in the health care field. The thing Kory enjoys the most in working for Allied is working with the employees and the customers. He loves the constant changes and innovation in the industry including the implementation of sustainability programs.
Contact	Office: 801-924-8483 Cell: 801-573-5110 kcoleman@republicservices.com
Responsibilities	Kory is responsible for overseeing all Allied business operating in Utah, Idaho, Montana, and Colorado. Kory manages the development and implementation of all safety programs in these four states. He is responsible for managing the processes, development, maintenance, and execution of all programs relating to customer service, sales, and safety programs. He focuses on acquisitions and development, as well as project development. He also is involved in managing environmental impact.
Education	BS, Health Science, Brigham Young University
Activities/ Other Interests	Kory enjoys outdoor activities and taking trips with his family. He enjoys camping, hiking, and mountain biking. Kory likes to watch and participates in anything sports-related.


Reece DeMille Site Manager, Utah County

	Biography Reece has been with Allied Waste for over 8 years. Prior to working for Allied, Reece was an administrator and the Executive Director for ManorCare Health Services. He was also an adjunct professor at Chapman University, teaching courses in business finance and health care management.
Contact	Office: 801-924-8520 Cell: 801-867-7157 rdemille@republicservices.com
Responsibilities	Reece oversees all of the departments at Allied related to hauling operations in Utah County. He also manages market and business development and oversees financial management. He is involved in government relations and has aligned himself with various organizations related to the industry. He oversees all personnel management for Utah County.
Education	Masters, Public Administration, Brigham Young University BA, Human Resource Management, Eastern Washington University BA, Health Services Administration, Eastern Washington University
Activities/ Other Interests	Aside from playing with his kids, Reece loves coaching youth sports, golfing, supporting local high school athletic events, fishing, reading, and cycling. He has also climbed Mt. Rainier.

Gordon Raymond
Manager, Government Affairs

	Biography <p>Gordon is currently the Manager, Government Affairs, Municipal Services for Allied and has been employed with Allied for 21 years. Previous positions held include Sales Manager, Medical Waste Manager, and Sales Representative. The thing Gordon enjoys most about his work is collaborating with communities to find solutions to their recycling and waste needs.</p>
Contact	<p>Office: 801-924-8468 Cell: 801-631-2826 graymond@republicservices.com</p>
Responsibilities	<p>As Government Affairs Manager, Gordon is responsible for maintaining relationships within the communities Allied works, negotiating and oversight of government contracts, contract implementation oversight, and marketing activities.</p>
Education	<p>BS, Business Administration, Utah State University Various training courses 20 years of actively participating in waste and recycling industry associations.</p>
Activities/ Other Interests	<p>Gordon enjoys golfing, spending time outdoors, and being with his family. One little known fact about Gordon is that he spent his entire summer after graduating from college on the beach in San Diego!</p>


Kendyl Bell
Community Outreach Manager

	Biography <p>Kendyl has been an Allied employee for less than one year. What she enjoys most about her work with Allied is the opportunity she has to create and nurture relationships with the municipalities and customers Allied serves. Previous to her employ at Allied she was the Area Captain for the Senator Hatch Election Committee.</p>
Contact	<p>Office: 801-924-8471 Cell: 801-680-6583 kbell@republicservices.com</p>
Responsibilities	<p>Kendyl is responsible for planning and implementing programs and initiatives that promote goodwill and foster relationships with community leaders. She works closely with Allied employees to provide quality service to the communities Allied serves.</p>
Education	<p>BA, Communications, Brigham Young University</p>
Activities/ Other Interests	<p>Kendyl enjoys watching Audrey Hepburn movies, spending time with her family and working out. She is the current Miss Utah USA.</p>

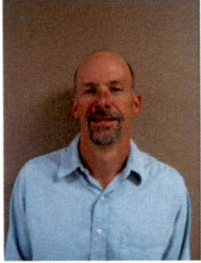
Bradley Neel
Operations Manager, Utah County

	<p>Biography</p> <p>Bradley has been with Republic Services for four years as an Operations Manager. Prior to working for Allied, Bradley was a property manager with Wells Fargo. Bradley has served in organizations such as IREM and APPA to develop his skills in capital needs analysis and asset management. Front-line leadership is his passion along with being a team player. Core values that I offer to this position are character, confidence, and integrity. Each one of these values has given me the opportunity to be successful in the workplace and in life. I bring charisma, optimism, and enthusiasm to the work place each day because they are the natural result of what I am.</p>
<p>Contact</p>	<p>Office: 801-443-2334 Cell: 801-674-6409 bneel@republicservices.com</p>
<p>Responsibilities</p>	<p>Bradley oversees all of the operations and maintenance at the hauling division in Utah County.</p>
<p>Education</p>	<p>Brigham Young University: Bachelor of Science, School of Engineering and Technology, Facility Management</p>
<p>Activities/ Other Interests</p>	<p>Aside from playing with his children, Bradley loves his wife, fly fishing, reading, education, and exercise.</p>

Tom Christenson
Customer Service Supervisor

	<p>Biography</p> <p>Tom has been Allied's Customer Service Manager for less than one year, but fortunately for Allied he comes with over 27 years of customer service management experience, for Ingenix—a United Health Group company, and for American Express. What he likes about working at Allied is that it has a tangible service it provides. He also loves helping customers understand the complexities around recycling and trash removal, as well as being in a position that keeps him continuously on his toes.</p>
<p>Contact</p>	<p>Office: 801-924-8482 Cell: 801-608-1164 tchristenson@republicservices.com</p>
<p>Responsibilities</p>	<p>Tom's responsibilities include managing and leading the inbound call center Customer Service staff; providing daily reporting on call center metrics and open issues; monitoring and providing feedback to individual CSRs on performance and phone behavior. He is responsible for addressing all urgent service requests in a timely manner, and he works with the Sales team to meet the needs of Allied's internal and external customer requests.</p>
<p>Education</p>	<p>BS, Psychology, University of Utah Six Sigma Green Belt Training</p>
<p>Activities/ Other Interests</p>	<p>Tom likes spending time with his family; geocaching; and hiking, boating, and camping during the summer months. A little known fact about Tom: He once saved a drowning dog and received a Humane Society award for the rescue.</p>

Kirk Treece**General Manager, Post Collection**

	Biography In addition to his current role as General Manager, Kirk has also held the positions of Site Manager (ECDC Environmental), District Controller (Utah), and Controller (Phoenix). He has worked for Allied for 16 years. He appreciates the numerous opportunities he has to expand personal development within Allied, in particular, the Company's decentralized management with numerous functional experts to assist in all aspects of various operations contributes to that environment.
Contact	801-924-8482 Fax: 801-746-0448 ktreece@republicservices.com
Responsibilities	Kirk is responsible for directing and coordinating the Company's financial activities to maximize investments and increase efficiencies; determining staffing requirements, interview, hire, and train new employees, and oversee personnel processes. He also oversees and maintains an effective accident prevention program, communicates Company objectives and philosophies to employees; exemplifies and upholds Allied ethics and environmental, operating, regulatory, and accounting policies and standards.
Education	BA, Accountancy Arizona Certified Public Accounting Certificate
Activities/ Other Interests	A little known fact about Kirk: He played the cello in grade school.

D. Location of Facility

Allied Waste, Utah County Division, is the operations base for all collection personnel and equipment designated for Santaquin City services. Reece DeMille, Site Manager- Utah County, will serve as the main contact for operations.

Gordon Raymond is the main contact for all community and contractual questions.

Utah County Division Offices

643 W. 700 S.
Pleasant Grove, Utah 84062
Phone: (801) 785-5935; Fax (801) 785-8028

E. References

Santaquin City

Our best reference is Santaquin City. Obviously, you know best what Allied Waste stands for by the services we have provided over the last 12 years. While any waste and recycling company will find a glitch in their service, the best companies will find a way to correct and improve the concern. Allied waste feels we have met all of the needs of the city and provided a superior service to its residents.

A brief summary of the benefits that Allied Waste provides Santaquin City:

- Continuity of Services- The city will be able to continue the quality of service without the inconvenience of acclimating a new provider in a city that Allied has grown with over the last 12 years.
- Vested in the community- Continues our involvement in the community both financially and through recycling and solid waste services for the business community. We have been supporters of Santaquin City's Orchard Days and will continue to be involved in community events.
- We provide a Customer Service Check-in program for Santaquin. Our Allied staff checks-in with the City after completing services for the day to see if any resident has called in with a concern. Those concerns are addressed before our drivers leave the City for the day.
- Track record of safety- Allied takes pride in our outstanding safety record. As a company we take safety and the training of our employees very seriously. Santaquin City can be assured the same level of safety we have provided for 12 years.
- Industry leader- Allied is a leader in the industry both nationally and on a local level. We own and/or operate all services including landfill and transfer stations in Utah. We have the expertise, second to none, to help Santaquin City implement any solid waste collection service now or in the future.
- Good corporate citizen- We pride ourselves on being involved in the communities we serve. Allied Waste tries to support a broad range of interests. From rodeo's to parades and fundraising events to charities, Allied provides both financial and service donations. Our number one recipient throughout Utah is schools. We contributed over \$425,000 to Utah schools last year which brought our total to over \$2,500,000 since 2005. Some of these monies find their way to all Santaquin schools through our partnership with the School Institutional Trust Lands.

Allied has provided the following five (5) references as requested by Santaquin City:

American Fork

Mr. Craig Whitehead
City Administrator
51 E. Main Street
American Fork, UT 84003
801-763-3000

Elk Ridge

Mr. Nelson Abbot
City Council Member
80 E. Park Drive
Elk Ridge, UT 84651
801-423-2300

Pleasant Grove

Mr. Scott Darrington
City Administrator
70 S. 100 E.
Pleasant Grove, UT 84062
801-785-5045

Salem

Jeff Neilson
City Recorder
30 West 100 South
PO Box 901
Salem, UT 84653
801-423-2770

Spanish Fork

Seth Perrins
Asst. City Manager
40 South Main
PO Box 358
Spanish Fork, UT 84660
801-804-4500

Allied Waste is a partner with
the Utah Jazz Green Team!



Section II- Scope of Services

A. Implementation Plan and Schedule

Allied Waste looks forward to a continued partnership and a new agreement with Santaquin City. We guarantee we can meet the proposed schedule and the expected start date of services in Santaquin City. Allied understands the unique needs of Santaquin City because we have grown with the city for the last 12 years. We have the fleet, resources, and ability to service Santaquin as it continues to grow and we are confident we will be able to keep up with the expansion and exceed the demands of the City.

Schedule for Implementation

As the current service provider, there will be no interruption to the current service schedule. Additional trash containers will be provided prior to or on this date to any residents who do not currently have an Allied Waste container or subscribe for a second container. Allied will also provide all of the containers necessary to fulfill any additional services provided to Santaquin City by July 1st as per the new agreement.

Weekly Curbside Solid Waste Collection

Allied proposes to continue providing weekly curbside solid waste collection for the residents and City of Santaquin on Tuesday, your current day of service. This eliminates the need for various schedules, making it easier for residents and staff to know which day their trash is being picked up. It minimizes the amount of time the trucks will be in the City which will provide a more safe environment for the residents of Santaquin.

Allied is one of the largest waste collection providers and recyclers in Utah County and we service many of the neighboring cities of Santaquin. This allows Allied to always remain close to the City to address any concerns of the City or its residents.

Allied agrees to the Terms and Conditions provided in the *Basic Service Requirement* section of the Santaquin RFP.

Allied will offload solid waste collected from Santaquin City to the Payson City Landfill or another designated facility as agreed upon.

The collection equipment proposed for curbside solid waste collection is included in the following section, *Subsection B*.

Allied will not collect any residential curbside waste before 7:00 A.M. Allied will provide services on all scheduled collection days with the exception of days that the designated disposal site is closed. If the site is closed, collection for that day of service will be performed the following business day. Allied will notify Santaquin City of the holiday schedule adjustments well in advance to the day of service affected.

City Facilities Garbage Collection

Allied will utilize the collection equipment specified in *Subsection B*, or standard frontloader vehicles, to collect solid waste from the City facilities as requested by Santaquin City.

Allied will provide City facilities with the necessary containers to meet the needs of each location requested. Allied will provide additional containers as requested by the City. Recycling collection may also be provided to city facilities.

B. Equipment List and Maintenance Program

Equipment

Allied uses several manufacturers for our equipment. The following is a sample specification of common automated sideloader equipment. Allied will use similar equipment in Santaquin.

Route Trucks	Garbage
Chassis Type	AutocarACX
Body Type	McNeilus Auto Reach Automated Sideloader
Capacity - CYs	28 CY
Engine	Cummins
Fuel Type	Diesel
Transmission	Allison 4500 Series
Proposed Replacement Schedule	8 years

We include the *Proposed Replacement Schedule* to assure Santaquin City that Allied only uses newer models of equipment.

Maintenance

Our maintenance program at the Utah County Division consists of on location mechanics including, two day time mechanics and three night time mechanics. Allied has implemented a preventative maintenance program for all collection vehicles. Santaquin City collection equipment, along with all Allied owned equipment, is subject to daily pre-trip and post-trip assessment to monitor efficiency and to sustain proper function.

Allied will wash all Santaquin City collection equipment weekly at the Utah County Division Offices.

For more detailed information on the maintenance policies that Allied follows, a copy of our 138 page Maintenance Manual will be provided upon request.

C. Customer Service

Local Customer Service Representatives

Allied is dedicated to meeting the needs of Santaquin City and its residents. In order to provide the best customer service for our cities and residents we have a locally operated customer service department. Customer Service Representatives (CSRs) are available Monday through Friday from 7:00 A.M. to 5:00 P.M. and on Saturday from 8:00 A.M. through 12:00 P.M. An emergency phone number will be provided 24 hours a day, seven days a week to address any customer service issues outside of normal business hours. Residents may also contact a CSR through the Allied website www.alliedwasteutah.com under the "Contact Us" section.

Open Communication with Dispatch

CSRs are in direct communication with dispatch. This allows for efficient and immediate action to be taken on a customer request. CSRs will notify the dispatch office of an issue from a Santaquin resident and dispatch can directly contact a driver in the area to resolve the issue without delay.

Customer Service Standards

The following basic customer service principles are maintained at Allied:

- CSRs will process and accurately enter to our database, InfoPro, customer related documentation, route sheets, equipment work orders and other paperwork on a same-day basis.
- All customer complaints are resolved to the customer's satisfaction, (or a customer agreed plan exists to solve the complaint).
- Clean, decayed containers and carts are delivered and/or placed on time and to Allied customer requirements.
- Customer site conditions are left in a clean, orderly fashion – litter picked up, lids closed, and carts are left neatly on the curb.
- All dispatched services are completed on the day assigned with zero misses.
- Professional CSRs will answer each customer phone call within 20 seconds and no more than three rings.

Procedures for Handling Common Customer Requests

When fielding a call, CSRs immediately access the customer's account information in InfoPro. After determining the customer's need, the CSR will input all required information into the customer's permanent file history and, if necessary, generate an on-line automated work order.

Each time a customer calls Allied, CSRs enter into a daily record all questions and complaints; each call input includes date, time, customer's name and address if they are willing to provide this information, and the nature, date and manner of the resolution. Any calls received via answering service will be inputted and entered no later than the following day, other than Saturday, Sunday and Holidays, when calls will be input on the next work day. All e-mails are currently logged and the customer is contacted within 24 hours.

Dispatch maintains a log of all orders requiring driver action. Upon receipt of the work order needing completion that day, dispatch contacts the appropriate driver and provides instruction as to what is needed to complete the order. In addition, each driver contacts dispatch after they've completed their assigned route. Drivers will document all same-day service orders on their route sheet and note each one as completed when they turn in their paperwork at the end of their shift.

Missed Pick-Ups, Late Setouts, Spills, and Litter Resulting from Collection

After processing a work order for a missed pick-up, late setout, or spills and litter resulting from collection, the CSR will notify dispatch with specific information regarding the work order. This information is maintained as an open work order until the route supervisor and/or driver radios back to the CSR that the task has been completed.

Allied will collect late set-outs upon notification by the customer on the first instance of violation as a courtesy without any additional charge. After a second violation, the driver radios the Customer Service Department and a CSR enters the information in the customer file to maintain a record of late setouts and actions taken by drivers.

To provide an efficient and effective mechanism to monitor the work orders, a summary report of all open work orders daily is printed and distributed to the entire management team. The report includes name and account number, service location, reason for call, time of call, and actions being taken. Operations information will be sorted by route supervisor area and distributed to the appropriate route supervisor for review. Customer service notes are reviewed by an assigned CSR and all notes are closed within two business days.

Improperly Prepared Setouts

If the customer sets out containers that include non-conforming materials, Allied will leave a non-collection notice. The courtesy notice will describe the type of violation and remind the customer that in the future the container will not be collected if it contains non-conforming materials. In the event of subsequent violations, the material will not be collected and a notice will be left on the container identifying the reason(s) for non-collection. After leaving the notice on the container, the driver will make a note for the customer service department and explain the action taken, which will be entered nightly by the operations clerk.

D. Public Education Program

The following collateral materials and outreach components comprise Allied's public education and outreach plan.

Website updates

On a monthly basis our Community Outreach Manager as well as the Customer Service Manager and Municipal Relationship Manager will ensure that all on site material is accurate and up-to-date.

Allied on the Web

Allied's website is a one-stop resource for news, information, and education on collection, recycling, transfer, and disposal services. The site, www.AlliedWasteUtah.com, provides in-depth information on residential and commercial programs and environmental initiatives. Sections include tips and resources for maximizing curbside recycling, information for commercial customers to boost diversion rates, and specifics on how to responsibly dispose of e-waste, hazardous household materials, and other environmentally harmful materials. Allied's updated website will also enable customers to view their collection schedule, securely pay their bill online, identify who to contact at Allied with service issues or questions.

E. Safety Program and Operational Training Program

Comprehensive Policies, Procedures and Training

Allied and its employees pride themselves on having the best safety record in the industry. Allied maintains strict compliance with all applicable OSHA and Federal, State and Local safety requirements. These requirements include extensive training and testing, maintaining compliance with all relevant on and off-road policies and procedures, wearing personal protective gear, and so forth. Safety is a culture at Allied, not only is it the first point in the Republic Star it is a standard each department lives and believes. Allied has a very low occurrence of incidents/accidents due to its company-wide emphasis on safety, extensive training, and on-going educational programs.

ReSOP Program

This training process includes on route assessment of drivers and routes through Republic Services Safety Observation Program (ReSOP). The ReSOP involves the use of a detailed assessment checklist and program for identifying compliance and non-compliance with a variety of driver and helper vehicle operation and collection operation policies and procedures, with corresponding corrective action steps and follow-up actions. The ReSOP is used to identify potential route hazards and safety sensitive areas (i.e., blind corners/backing situations, overhead clearance impediments, steep road grades, pedestrian traffic areas, school zones, etc.) that may have resulted from infrastructure changes after the development of our initial routes and that may warrant route modifications or reinforcement training.

Smith System (Tied in with ReSOP) Defensive driving course, receive a certificate upon completion.

All Allied drivers complete training in, The Smith System, a precautionary driving course, and receive a certificate upon completion. The Smith System is a series of interlocking techniques for preventing collisions. This course helps drivers to see, think, and act their way through the multitude of driving environments, challenges and changes that exist wherever drivers travel in whatever types of vehicles they operate. Early detection, awareness, accurate forecasting, perceptive anticipation, and deliberate reaction are the primary features of these techniques. While prevention loss of life and property, The Smith System also prevents financial losses by aiding drivers to reduce insurance claims, fuel consumption and a substantial amount of vehicle replacement and maintenance. These techniques are broken down into five Keys for our drivers, these keys are:

- **Aim high in steering:** Aim for the safest location. The safest location is the one that doesn't require the driver to back. If the driver cannot avoid backing, they must aim for the safest backing plan.
- **Get the big picture:** If the driver cannot avoid backing and they have arrived at the intended backing site, they must gather all information they can about the area before backing.
- **Keep your eyes moving:** A drivers eyes give them most of the information required to make decisions about driving. To stay alert when backing, driver must not let their eyes become inactive.
- **Leave yourself and out:** Drivers must cushion themselves against conflicts by building a space cushion around their vehicle.
- **Make sure they see you:** If there is potential for others to enter a drivers path, drivers must get their attention. If they remain unaware of the driver or fail to head warnings, all drivers must stop until it is safe to continue.

Focus-Six Program

Focus Six is a comprehensive, interactive safety awareness campaign designed to reduce the frequency of six types of losses that have unacceptable levels of human suffering and monetary costs. This program creates greater driver awareness of the causes of the six most frequent and serious accidents, and is considered a cornerstone of Allied's safety program. The program's six areas of focus are: employee, rear collisions, rollover, pedestrian, backing, and intersections. Each month, the campaign generates the following communications components to Allied divisions:

- **Monthly Memo to General Managers:** This introduces the monthly topic and explains the need for the featured safety-related behaviors. Memos encourage active participation in the overall effort and solicit employee opinions/comments.
- **Monthly Poster:** Each month the featured theme is presented via a poster. It is designed to convey a brief message to employees.
- **Talking Points:** Each month supervisors receive salient questions/discussion points. These are utilized during one-on-one coaching sessions or in-cab ride-alongs.

- **Weekly Photos**: A photo frame is mounted next to the monthly poster where a new photo is to be mounted. The frame's caption reads: "What's wrong with this picture?"
- **Website Content**: Web content will reinforce the monthly topic.
- **Radio/Nextel Broadcast Messages**: There are eight broadcast messages per monthly topic reminding employees of hazards/defensive measures.
- **Focus Six Safety Alert**: A special safety alert is distributed in conjunction with the monthly topic to reinforce the need for driver involvement and interaction.

Safety Meetings

Allied's Operations, Maintenance, and Risk Management departments hold weekly and monthly safety meetings and Republic maintains a performance bonus program based upon the safety records. The amount of safety rewards are significant and have served to create a tremendous incentive for our employees to maintain the highest level of safety in the workplace and on City streets.

Safety topics are developed based on previous accident situations, potential for an accident to occur, or subject matter required under OSHA regulation. Allied prepares well-developed sessions and encourages open discussion and participation by all, and documents every session. Topics include, but are not limited to, the following:

- Injury and illness prevention/safety rules
- Back injury prevention
- Emergency response/fire safety
- Exposure control plan
- Drug and alcohol program
- Personal protective equipment
- Employee right-to-know
- Hearing conservation safety
- Lock out and tag out safety
- Slips, trips, and falls
- Confined space entry
- Workplace violence prevention



Section III- Proposal

A. Proposed Services

1) **Santaquin City Student Environmental College Scholarship:**

- Annually, Allied will fund, in conjunction with Santaquin City, one \$500 college scholarship to a high school student living in Santaquin.
- Award criteria will be determined jointly with Allied and Santaquin City.
- Allied will coordinate with Santaquin City to have the Mayor or designee present this scholarship at a High School assembly or City Council meeting.

2) **Special Event Recycling and Garbage Collection**

- Allied will assist the City with its special event garbage and recycling collection needs as requested by Santaquin City.
- Allied will gladly work with Santaquin City and community representatives to provide logistical input and suggestions to make events function smoothly and to keep event grounds clean and orderly
- Where appropriate and agreed upon Allied will staff an educational booth at events to provide recycling education and answer resident questions.

3) **Christmas Tree Pickup**

- Allied will provide Santaquin City a Christmas Tree collection service for residents at an agreed upon time.

4) **Community Outreach Manager: Designated staff member to work directly with Santaquin City and the residents of Santaquin City.**

- Allied has a staff member responsible for the implementation of the new contract and its terms in Santaquin City. This staff member will assist in promoting the programs selected for the residents of Santaquin City.
- This staff member is the City's direct contact for any issues or concerns the City of Santaquin or its residents may have. Staff is available to help arrange for services during special events as well as any additional services that may be requested by the City.
- Quarterly articles related to garbage, recycling, and green waste collection will be submitted to a City staff member for use in the City newsletter or other publications.
- An annual presentation will be made to Santaquin City Council to update Council Members on the waste collection programs in Santaquin City.

5) **Sharps Program**

- Allied teamed with Stericycle to create a streamlined approach for proper disposal of sharps.
- This is a mail-back program accessible on line where customers may select a kit, which will be mailed to them, complete with detailed instructions for use.
- This service will be offered at an affordable rate to Santaquin City residents.
- More detailed information about this program can be provided upon request to the city.

Solid Waste Collection Services Santaquin City

This proposal and rates are submitted upon the condition that, if selected for award of this work, Santaquin City and Allied Waste/Republic Services will negotiate in good faith on the terms and conditions to be included in a mutually acceptable contract.

The undersigned proposes to perform residential solid waste collection and disposal as described in the RFP, at the unit prices listed below, for each individual service.

Weekly Automated Residential Solid Waste Collection

	Monthly Unit Price
Price per residential unit with one container	\$ <u>4.95</u>
Price per container for each additional container	\$ <u>2.00</u>

Cost Adjustments

CPI- Allied requests an annual rate adjustment based upon the national Consumer Price Index (or other agreed upon index).

Fuel Surcharge – As part of our proposed rates Allied would require a fuel surcharge. This surcharge will be added in similar fashion to the current surcharge based upon the scale below.

Monthly Avg. \$/Gallon	\$ increase per 1st Container
\$3.99 or less	\$ -
\$ 4.00	\$ 0.03
\$ 4.10	\$ 0.06
\$ 4.20	\$ 0.09
\$ 4.30	\$ 0.12
\$ 4.40	\$ 0.15
\$ 4.50	\$ 0.18
\$ 4.60	\$ 0.21
\$ 4.70	\$ 0.24
\$ 4.80	\$ 0.27
\$ 5.00	\$ 0.30
\$ 5.10	\$ 0.33

Rate is based upon an average of the weekly On-Highway Rocky Mountain Index as provided by the Energy Information Administration

If monthly average exceeds \$ 5.10 the surcharge table will follow the same pattern

B. Optional Services

In Utah, Allied is at the forefront of creative and innovative ways to accommodate the needs of each city we service. Allied is the initiator and creator of programs such as Same-side of Street Pickup, Opt-in, and Opt-out recycling. Many of our competitors have adopted these programs into their own provided services. These programs represent what Allied can and will do to ensure the needs of Santaquin City will be met.

- Allied created the Opt-out recycling program. This program was designed to provide a recycling service that would create maximum participation without mandating service. We successfully implemented this program in Provo City in October 2011.
- Allied created the Opt-in recycling program in Utah. Saratoga Springs was the first city to offer this program to its residents back in 2003. Opt-in became the standard of recycling programs because it was an easy way for cities to offer a recycling program with virtually no resistance. This has been a very successful method of recycling and other waste collection companies have developed a similar program to offer cities.
- Allied was first to create the Same-side of Street Pickup program developed to reduce cost, minimize damage to the streets, and increase efficiency in communities. Mapleton, Salem, and Elk Ridge have greatly benefited from implementation of this sustainable practice.

Allied is committed to meeting the needs of Santaquin City. If the desires of the City change at any time during the agreement we will change our services and create new programs to best accomodate any current or future needs. The benefit of working with Allied is the track record of successful innovative programs uniquely designed for each City we are partners with.

1) Recycling

We are the largest recycler in Utah County, if and when Santaquin City is interested in implementing a recycling program we are the provider with the most expertise and experience. There is no better partner.

2) Same-Side of the Street Service

In order to provide Santaquin City with the best pricing and most efficient service, Allied Waste would like to suggest you consider Same-Side of the Street curbside pickup. If price is a significant factor in your decision, we encourage you to discuss the cost benefits this can provide. We have seen savings approaching 10% with this program.

CERTIFICATE OF LIABILITY INSURANCE



Utah Department of Commerce
Division of Corporations & Commercial Code

160 East 300 South, 2nd Floor, PO Box 146705
Salt Lake City, UT 84114-6705
Service Center: (801) 530-4849
Toll Free: (877) 526-3994 Utah Residents
Fax: (801) 530-6438
Web Site: <http://www.commerce.utah.gov>

01/19/2012
5767493-016101192012-89580

CERTIFICATE OF EXISTENCE

Registration Number:	5767493-0161
Business Name:	ALLIED WASTE SERVICES OF NORTH AMERICA, LLC
Registered Date:	November 08, 2004
Entity Type:	LLC - Foreign
Current Status:	Good Standing

The Division of Corporations and Commercial Code of the State of Utah, custodian of the records of business registrations, certifies that the business entity on this certificate is authorized to transact business and was duly registered under the laws of the State of Utah. The Division also certifies that this entity has paid all fees and penalties owed to this state; its most recent annual report has been filed by the Division (unless Delinquent); and, that Articles of Dissolution have not been filed.



Kathy Berg
Director
Division of Corporations and Commercial Code

NOTICE AND AGENDA

Notice is hereby given that the City Council of the City of Santaquin will hold a City Council Meeting on Wednesday, May 16, 2012, in the Council Chambers, 45 West 100 South, at 7:00 pm.

AGENDA

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION/INSPIRATIONAL THOUGHT**
4. **CONSENT AGENDA**
 - a. Minutes
 1. April 18, 2012 Work Session
 2. April 18, 2012 Council Meeting
 3. April 25, 2012 Work Session
 4. May 02, 2012 Work Session
 5. May 02, 2012 Council Meeting
 6. May 09, 2012 Work Session
 - b. Bills
 1. \$64,503.31
5. **FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS**

Public Forum is held to a 30-minute maximum with each speaker given no more than 5 minutes each. If more than 6 Speakers, time will be adjusted accordingly to meet the 30 minute requirement
6. **FORMAL PUBLIC HEARINGS**
7. **UNFINISHED BUSINESS**
 - a. Award of the Solid Waste Collection Contract and authorization for the Mayor to sign appropriate documents (continued from May 2, 2012 Meeting)
8. **BUSINESS LICENSES**
9. **REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES**
10. **NEW BUSINESS**
 - a. Discussion and Possible Action with regard to the Extension of Preliminary Plat Approvals for Oak Summit Plats G, H, I and J.
11. **INTRODUCTIONS AND ADOPTION OF ORDINANCES AND RESOLUTIONS (Roll Call Vote)**
 - a. Ordinance 05-01-2012 "An Ordinance Clarifying Noticing Procedures for Land Use Applications"
 - b. Ordinance 05-02-2012 "An Ordinance Modifying Subdivision Plat Validity Periods "
 - c. Ordinance 05-03-2012 "An Ordinance Clarifying Responsibility for Sewer Laterals"
 - d. Resolution 05-01-2012 "A Resolution Amending City Construction Standards."
 - e. Resolution 05-02-2012 "Adoption of the Tentative FY2012/2013 Budget"
 - f. Resolution 05-03-2012 "A Resolution Authorizing the Issuance of Approximately \$750,000 of Sewer Revenue Bonds and Related Matters" (*Possible Refinance of Existing 1993 Debt Service at Lower Interest Rates*)
 - g. Resolution 05-04-2012 "A Resolution Authorizing the Issuance of Approximately \$6,600,000 of Water Revenue Refunding Bonds and Related Matters" (*Possible Refinance of Existing Pressurized Irrigation Debt Service at Lower Interest Rates*)
12. **PETITIONS AND COMMUNICATIONS**
13. **REPORTS BY MAYOR AND COUNCIL MEMBERS**
 - a. Mayor DeGraffenried
 - b. Council Members
14. **EXECUTIVE SESSION** (May be called to discuss the character, professional competence, or physical or mental health of an individual)
15. **EXECUTIVE SESSION** (May be called to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property)
16. **ADJOURNMENT**

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 ten or more hours in advance and we will, within reason, provide what assistance may be required.

CERTIFICATE OF MAILING

The undersigned duly appointed City Recorder for the municipality of Santaquin City hereby certifies that a copy of the foregoing Notice and Agenda was e-mailed to the Payson Chronicle, Payson, UT, 84651.

BY: _____
Susan B. Farnsworth, City Recorder

**MINUTES OF A COUNCIL MEETING
HELD IN THE COUNCIL CHAMBERS
MAY 16, 2012**

The meeting was called to order at 7:00 p.m. by Mayor James E. DeGraffenried. Council Members attending: Keith Broadhead, Matthew Carr, James Linford, and Rick Steele. Council Member Richard Payne attended the meeting via telephone.

Others attending: City Manager Ben Reeves, Community Development Director Dennis Marker, Public Safety Director Dennis Howard, Nick Miller, Scott Parkin, Brent Norton, Jonathan Ward, Spencer Healey, Jay Mecham, Gordon Raymond, Trevor Wood, Mayke Wood, and other unidentified individuals.

PLEDGE OF ALLEGIANCE

Council Member Carr led the Pledge of Allegiance.

INVOCATION/INSPIRATIONAL THOUGHT

Council Member Linford offered an Invocation.

CONSENT AGENDA

Minutes

- April 18, 2012 Work Session
- April 18, 2012 Council Meeting
- April 25, 2012 Work Session
- May 02, 2012 Work Session
- May 02, 2012 Council Meeting
- May 09, 2012 Work Session

Bills

\$64,503.31

Council Member Carr moved to approve the Consent Agenda. Council Member Steele seconded the motion. By a roll call vote, Council Members Broadhead, Carr, Linford, Payne, and Steele voted to approve the consent agenda.

FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS

FORMAL PUBLIC HEARINGS

No formal public hearings were held.

UNFINISHED BUSINESS

Award of the Solid Waste Collection Contract and authorization for the Mayor to sign appropriate documents (continued from May 2, 2012 Meeting)

Council Member Broadhead made a motion to award the Solid Waste Collection Contract to Allied Waste, based on the company being the low bidder and the availability of a 5 year contract. Council Member Linford seconded the motion. Council Member Linford said it had been a hard decision to make, as both the applicants were good companies. He said it came down to dollars and cents, and the City went with low bidder. The vote was as follows:

Council Member Broadhead	Aye
Council Member Carr	Aye
Council Member Linford	Aye
Council Member Steele	Aye
Council Member Payne	Nay

The motion passed by majority vote.

BUSINESS LICENSES

It was reported that the Kars Chevron Station has a new owner, Leesa Blohm.

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

Nick Miller reported for the Planning Commission. Mr. Miller said the Planning Commission held four public hearings during the May 3, 2012 meeting. A hearing for the Shepherd subdivision, a one lot subdivision at 159 North 300 West, was approved by the Commission. Two code amendments, one regarding plat extensions and one regarding noticing requirements, were forwarded to the Council with a positive recommendation. The Commission also held a public hearing on a code amendment regarding animal rights. This hearing was attended by about a dozen people, and there was some opposing positions presented, particularly concerning chickens. Because of the different viewpoints, the Commission voted to table this amendment for further discussion. This week the Commission plans to tour the areas proposed for the Hillside Overlay zone, and continue discussion on this zone and on the animal rights amendment.

Council Member Steele asked what the public concerns had been with the animal rights ordinance. Mr. Miller said some people were opposed to having more chickens on smaller size lots. Dennis Marker said the proposed amendment allowed chickens and small fowl on any lot size, but restricted the number based on the size of the lot. The amendment also increased the minimum lot size for large and medium farm animals to a third of an acre. Mr. Marker said several residents now have chickens on their lots for personal use. In the specific situation addressed in the Planning Commission meeting, two neighbors both want chickens, one on a twin home lot and one on a half acre lot. The neighbor with the larger lot would prefer the smaller lot not be allowed to have chickens, as they would be close to her bedroom window.

Council Member Linford asked if the ordinance addressed the dog issue. Mr. Miller said the Planning Commission planned to address kennel licenses as a separate issue.

NEW BUSINESS

Discussion and Possible Action with regard to the Extension of Preliminary Plat Approvals for Oak Summit Plats G, H, I and J.

By Council Consensus this item was moved to the end of the agenda.

INTRODUCTIONS AND ADOPTION OF ORDINANCES AND RESOLUTIONS (Roll Call Vote)

Ordinance 05-01-2012 "An Ordinance Clarifying Noticing Procedures for Land Use Applications"

Dennis Marker said the Planning Commission had forwarded this ordinance to the Council at their May 3, 2012 meeting. The ordinance clarifies the time frames for notifications for land use applications, and standardizes all time frames to a ten day period.

Council Member Steele made a motion to approve Ordinance 05-01-2012 "An Ordinance Clarifying Noticing Procedures for Land Use Applications". Council Member Carr seconded the motion. By a roll call vote, Council Members Broadhead, Carr, Linford, Payne, and Steele voted to approve Ordinance 05-01-2012.

Ordinance 05-02-2012 "An Ordinance Modifying Subdivision Plat Validity Periods"

Mr. Marker said that under the current ordinance a preliminary plat is good for two years and a final plat is good for one year. This amendment modifies the time period. A preliminary plat would be good for three years, and a final plat for two years. The ordinance also includes a provision that a plat can be broken into smaller areas, and when a smaller area is recorded, it extends the validity period for the remainder of the development.

Council Member Broadhead asked when developers are tied into the City Construction Standards. Mr. Marker said they are vested at the preliminary plat stage, but it is at the final review that construction standards are adhered to. In the State's last legislative session, the legislature adopted a law which states the once a development has final approval, the development standards cannot change.

Council Member Steele expressed his concern that a developer who obtains preliminary plat approval could end up with three years of weeds on his property. City Manager Reeves said that would be best addressed through the nuisance ordinance.

Council Member Linford moved to approve Ordinance 05-02-2012 "An Ordinance Modifying Subdivision Plat Validity Periods". Council Member Steele seconded the motion. By a roll call vote Council Members Broadhead, Carr, Linford, Payne, and Steele voted to approve Ordinance 05-02-2012.

Ordinance 05-03-2012 "An Ordinance Clarifying Responsibility for Sewer Laterals"

City Manager Reeves said each sewer system has a main line, and from that line laterals extend to each property. In most municipalities and sewer districts, the municipalities own the main, and the laterals are the responsibility of the lot owners. Santaquin's ordinance does not clarify the responsibility for the laterals. This clarification is needed for insurance purposes. It is the intent to define the entire lateral, from the main to the property, as the responsibility of the lot owner.

Council Member Broadhead asked how soon owners would be able to obtain excavation permits if the problem was on the city side. Mr. Reeves said the City would be very responsive in an emergency. Public Works has a 24 hour pager, and would check the sewer main as soon as they were notified to determine the problem. If the problem was with the lateral, the financial responsibility would be the lot owner's, probably covered by insurance. Council Member Broadhead asked if the Public Works responder could issue an emergency excavation permit. City Manager Reeves said technically the lot owner would have to go to the Community Development Office to obtain the permit, but the Public Works responder could solve the problem at the scene. Council Member Broadhead asked if the lot owner would be required to get a permit 'after the fact'. City Manager Reeves said typically the lot owner would call a contractor who would work with the City.

Council Member Carr moved to approve Ordinance 05-03-2012, "An Ordinance Clarifying Responsibility for Sewer Laterals". Council Member Payne seconded the motion. By a roll call vote, Council Members Broadhead, Carr, Linford, Payne and Steele voted to approve Ordinance 05-03-2012.

Resolution 05-01-2012 "A Resolution Amending City Construction Standards"

Council Member Linford made a motion to table Resolution 05-01-2012, as more information is needed. Council Member Steele seconded the motion. Council Members Broadhead, Carr, Linford, Payne, and Steele voted unanimously to table Resolution 05-01-2012.

Resolution 05-02-2012 "Adoption of the Tentative FY2012/2013 Budget"

Mr. Reeves said adopting the tentative budget tonight would establish the public hearing on June 6, 2012. The Council may act on the budget at that meeting or on June 29th. The budget makes no increases to taxes or fees. Hard copies are available at the City offices, and information will put on website and in the newsletter. Mr. Reeves invited the public to review the budget.

Council Member Steele made a motion to approve Resolution 05-02-2012, "Adoption of the Tentative FY2012/2013 Budget". Council Member Carr seconded the motion. By a roll call vote, Council Members Broadhead, Carr, Linford, Payne, and Steele voted to approve Resolution 05-02-2012.

Resolution 05-03-2012 "A Resolution Authorizing the Issuance of Approximately \$750,000 of Sewer Revenue Refunding Bonds and Related Matters" (Possible Refinance of Existing 1993 Debt Service at Lower Interest Rates)

Jonathan Ward of Zion's Bank distributed information booklets regarding refinancing options (See attachment A). He said his department was involved in trying to help cities borrow what they needed at the lowest cost, and evaluate opportunities to save more. In 1993 Santaquin issued four series of bonds for the sewer lagoons. Two are at zero percent interest, and two, which extend to 2035, are at 5.2 percent. Mr. Ward explained that the City could refinance the two 5.2 percent bonds at a lower interest rate, make the same payment, and retire the bond several years earlier, with a net savings of \$117,000.

Council Member Linford moved to approve Resolution 05-03-2012 "A Resolution Authorizing the Issuance of Approximately \$750,000 of Sewer Revenue Bonds and Related Matters". Council Member Broadhead seconded the motion. Council Member Linford revised to his motion to include 'Sewer Revenue Refunding Bonds'. Council Member Broadhead seconded the revision. By a roll call vote, Council Members Broadhead, Carr, Linford, Payne, and Steele voted to approve Resolution 05-03-2012.

Resolution 05-04-2012 "A Resolution Authorizing the Issuance of Approximately \$6,600,000 of Water Revenue Refunding Bonds and Related Matters" (Possible Refinance of Existing Pressurized Irrigation Debt Service at Lower Interest Rates)

Mr. Ward said the City had two refunding opportunities with the water bonds. There are some restrictions on how often municipal bonds can be refinanced. These bonds have no prepayment penalty. Lenders are less concerned about reserve funds, so the \$487,000 set aside could be released. The money could be used to pay the cost of issuance and accrued interest, and no additional money would need to be borrowed. Council consensus held they did not want to increase the debt. Actual costs and savings were discussed.

Council Member Carr moved to approve Resolution 05-04-2012, "A Resolution Authorizing the Issuance of Approximately \$6,600,000 of Water Revenue Refunding Bonds and Related Matters". Council Member Steele seconded the motion. By a roll call vote, Council Members Broadhead, Carr, Linford, Payne, and Steele voted to approve Resolution 05-04-2012.

Mr. Ward said this would authorize him to move forward and lock in the refunding within two months. No public hearing would be needed. Prepayment of the bonds was discussed. Mr. Ward said the State does have a restriction that prepayments begin at the tail end. The City can dictate to some extent what will be accepted, but insisting on penalty free prepayment could change the interest rate available. Council Member Broadhead asked if this was figured into the tentative Budget. Mr. Reeves said it was not.

Discussion and Possible Action with regard to the Extension of Preliminary Plat Approvals for Oak Summit Plats G, H, I and J.

As the applicant was not at the meeting, Council Member Linford made a motion to table the item regarding the extension of preliminary plat approvals for Oak Summit Plats G, H, I and J. Council Member Steele seconded the motion. By a roll call vote, Council Members Broadhead, Carr, Linford, Payne, and Steele voted to approve tabling the item.

PETITIONS AND COMMUNICATIONS

Nothing

STAFF REPORTS

Dennis Marker said the City was approached by a citizen willing to donate trees. Approximately 75 trees will be delivered tomorrow, at a delivery cost of about \$60 per tree. As an Eagle Scout project, ten of them will be placed in the cemetery next Wednesday. About ten more will also be placed in the cemetery, and the other trees will be used in park projects. Council Member Broadhead asked if some would be placed in the Summit Ridge Park to replace the dead ones. Mr. Marker said an inventory would be done tomorrow, and any extra trees could go to the Summit Ridge Park. Public Works will care for the trees at their facility until they are planted.

Ben Reeves said he wanted to put together a formal thank you letter for the trees, and have it signed by the Mayor and Council Members.

REPORTS BY MAYOR AND COUNCIL MEMBERS

Council Members Broadhead asked about the employee contracts. Mayor DeGraffenried said he had them on his desk, and they would be brought before the Council soon.

Council Member Linford said the Utah Lake Festival would be held on June 2, from 7 a.m. to about 3 p.m. City officials are offered a free ride around the lake early in the morning. Mr. Linford said about 3000 citizens attended the festival the last time it was held. He asked if the City wanted to have a booth there again, giving out apples as well as Orchard Days and business information. Council consensus held that the City have a booth. Mr. Linford said he could use some help. It was suggested City royalty and royalty candidates might be interested in helping with the booth. Council Member Payne also volunteered to help.

Council Member Payne said he was meeting with Jeremy to go over the website, and would have a report at the next meeting.

Council Member Carr asked when the soliciting ordinance would take effect. Mr. Reeves said it had already taken effect. He said court clerk Jane Swan had asked that the Council consider establishing a fine when a new ordinance is approved. Operating without a license carries a fine of \$300.

Council Member Steele said Mr. Olsen had agreed to donate a non-specified amount to the City for a scoreboard.

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

No executive session was held.

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

No executive session was held.

ADJOURNMENT

At approximately 8:35 p.m. Council Member Linford moved to adjourn. Council Member Carr seconded the motion. Council Members Broadhead, Carr, Linford and Steele voted unanimously to adjourn the meeting.

Approved on June 6, 2012.

James E. DeGraffenried, Mayor

Linda Midgley, Deputy Recorder



MEMORANDUM

To: Santaquin City Mayor & Council
From: Benjamin A. Reeves, Santaquin City Manager
Date: November 19, 2019
Subject: 9.b. Ercanbrack Property Purchase Contract

Mayor & Council,

With the result of the 2019 Municipal General Obligation Bond Election to fund a Recreation/Aquatic Center, it is prudent for the Santaquin City Council to take formal and immediate action.

For your reference, I am attaching the following documents, which were passed and approved by the Santaquin City Council in April 2019:

- A. Resolution (Cover) to the Ercanbrack Property Option Agreement
- B. Agreement- Ercanbrack Property Option Agreement
- C. Exhibit – Ercanbrack Property Option Agreement
- D. Resolution (Cover) to the Ercanbrack Memorandum of Understanding (MOU)
- E. Ercanbrack MOU – Regarding the Remainder of the Ercanbrack Property

Council Options:

1. Provide Notice to Discontinue Option – In harmony with the election results, provide notice to Mr. Ercanbrack of the city's intent to discontinue the option agreement and suspend the \$15K monthly payments to retain said option. In addition, work with Mr. Ercanbrack in good faith to define the terms of the development of his property in accordance with the MOU.
2. Plan to Exercise Option – In harmony with public suggestions submitted on Facebook to acquire the property and complete the work slowly in phases without imposing a general obligation bond, retain the option agreement to provide time to determine if the building could be used for other municipal purposes (*e.g. city hall, senior center, phased improvements to provide modified recreational opportunities, etc.*). Determine if there are other municipal funds available based upon the determined use (*e.g. resources on hand, other "non-general obligation bond" financing options, senior citizen grant proceeds, etc.*). In addition, work with Mr. Ercanbrack in good faith to define the terms of the development of his property in accordance with the MOU.

Santaquin City Resolution 04-07-2019

A RESOLUTION APPROVING AN OPTION AGREEMENT FOR THE POTENTIAL PURCHASE OF PROPERTY AT APPROXIMATELY 700 WEST MAIN STREET

WHEREAS, Santaquin City has conducted research regarding the potential development of a recreation center and has determined, through community wide surveys, that a majority of the residents would support the construction of a recreation center through a proposition on the November, 2019 ballot; and

WHEREAS, the costs of constructing a recreation center could be significantly reduced through the potential acquisition of an existing structure and its surrounding property which would both increase the overall potential square footage of a recreation center as well as lower the overall construction costs per square foot; and

WHEREAS, it would be beneficial for Santaquin City to secure an “Option Agreement” for the potential purchase of an existing structure, as well as its surrounding property, while the City conducts its due diligence and develops conceptual renderings and estimated construction budgets in preparation for the November 2019 election.

NOW, THEREFORE, BE IT RESOLVED, the Santaquin City Council does hereby approve the attached Option Agreement with W. M. Ercanbrack Company, Inc. for the potential purchase of real property at approximately 700 West Main Street, Santaquin, Utah.

Approved and adopted by the Santaquin City Council this 27th day of April, 2019.

Kirk Hunsaker, Mayor

Attest:

Kira, Deputy City Recorder

OPTION AGREEMENT

This Option Agreement is made and entered into effective as of the ____ day of April, 2019, by and between Santaquin City, a political subdivision of the State of Utah whose mailing address is 275 West Main Street, Santaquin, UT 84655 (“City”) and W. M. Ercanbrack Company, Inc., a Utah corporation (“Ercanbrack”) with a mailing address of _____.

WHEREAS, Ercanbrack is the owner of certain real property located at approximately 700 West Main Street, Santaquin, Utah, including all improvements located thereon (the “Property”), more particularly described in Exhibit A hereto;

WHEREAS, the improvements located on the Property include a building and certain facilities related to the operation and use of the building;

WHEREAS, City desires to obtain the right and option to purchase the Property, including the building and all improvements thereon ;

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree and represent as follows:

1. **Option to Purchase.** In consideration of the sum of Fifteen Thousand Dollars per month (the “Option Payments”), which shall be delivered to Ercanbrack on or before the first business day of each month following the execution of this Agreement, , Ercanbrack gives and grants to City the exclusive right, privilege and Option to purchase the Property described in Exhibit A upon the terms and conditions contained herein. At Closing, all Option Payments shall be applied toward payment of the purchase price.

2. **Term of Option.**

- a. City’s right to exercise this Option shall commence upon the date hereof and shall end at such time as the sale of the Property to the City is closed; at such time as the City notifies Ercanbrack that the Option is relinquished; but in no event later than 5:00 p.m. on March 31, 2020 (the “Option Period”).
- b. If City fails to provide the monthly Option payment to Ercanbrack by the first business day of each month following the execution of this Agreement, the, City’s Option shall expire and the parties rights, duties and obligations under this Agreement shall terminate.
- c. If City fails to provide to Ercanbrack a written notice of City’s election to exercise the Option and purchase the Property as provided in paragraph 3 before the end of the Option Period, City’s Option shall expire and the parties rights, duties and obligations under this Agreement shall terminate. Conversely, should City deliver the written notice of exercise of Option before the end of the Option Period, City’s and Ercanbrack’s rights and duties shall continue as provided in this Option Agreement.

3. **Exercise of Option.** If City desires to exercise the Option to purchase the Property, City shall deliver or mail to Ercanbrack written notice of City's exercise of the Option on or before the end of the Option Period. To be effective, any mailed notice of exercise of Option must be postmarked on or before the end of the Option Period. If so postmarked with correct postage prepaid, it shall be timely and shall be deemed actual notice to Ercanbrack. If City timely exercises this Option, the Closing shall take place on any date specified by City which shall be at least five (5) and not more than fifteen (15) days after delivery of the notice of exercise of Option and shall be on a week day which is not a holiday during normal business hours, at the office of Provo Abstract Company, Inc., 105 East 300 South, Provo, Utah 84606.

4. **Option Purchase Price.** Upon timely exercise of this Option, City shall pay, as the purchase price for the Property, the total of Two Million Three Hundred Thousand Dollars (\$2,300,000.00) (the "Option Purchase Price"). The entire Option Purchase Price shall be due and payable in cash or its equivalent at Closing. All monthly option payments paid shall be credited against the Option Purchase Price.

5. **Deliveries At Closing.** Upon exercise of this Option by City, at Closing the parties shall respectively execute and deliver to each other the following:

a. Ercanbrack shall:

i. execute and deliver to City, in recordable form, a warranty deed conveying marketable fee title in and to the Property to City or City's designate, free and clear of all liens and encumbrances thereon, except for any liens or encumbrances attaching as a result of the actions or neglect of City;

ii. deliver to City, at Ercanbrack's expense, a policy of title insurance in the principal amount hereunder insuring title in that property to City or City's designate, free and clear of all liens and encumbrances except for the standard exclusions from title insurance policies in the State of Utah.

b. City shall deliver to Ercanbrack or to Ercanbrack's designate the total purchase price in cash or equivalent.

i. City specifically understands and agrees that Ercanbrack may desire to handle the sale of the Property as a tax-deferred exchange pursuant to Section _____ of the Internal Revenue Code of 1986, as amended. City shall fully cooperate with such transaction.

6. **Delivery of Possession.** City shall take possession of the Property at the Closing. City shall take possession of the Property in "as is with all faults" condition and Ercanbrack makes no warranty, either expressed or implied, concerning the condition of the Property or any of the present improvements thereon. Prior to Closing, risk of loss shall be solely borne by Ercanbrack. After Closing, risk of loss, damage to, or destruction of the Property shall solely be borne by City, anything to the contrary notwithstanding. Should Ercanbrack fail to deliver possession of the Property as provided in this Agreement, Ercanbrack shall pay to the City, as a rental payment for the Property, the sum of Five Hundred and No/100 Dollars (\$500.00) per day during the period that delivery is delayed.

7. **Lapse of Option.** Provided that the failure to Close is not due to any breach or default by Ercanbrack under this Option Agreement or other failure to perform of Ercanbrack, subject to paragraph 14, if City does not exercise this Option strictly according to its terms and timely Close on the purchase of the Property as provided herein, the Option shall lapse and terminate, the parties' respective rights and obligations shall cease and terminate, and Ercanbrack shall be entitled to retain the Option Payment and to place the Property on the market and sell or otherwise dispose of it as Ercanbrack sees fit.

8. **Real Estate Commissions.**

- a. Neither party has retained the services of a real estate agent, broker or the like in connection with the purchase of the Property by City pursuant to this Option. City may, however, retain the services of a broker or agent in City's effort to resell the Property. City shall solely be responsible for any commission or other fee which may result from such listing and Ercanbrack shall have no obligation or responsibility to join in the listing.
- b. Each party agrees to defend, indemnify and hold the other party free and harmless from and against any real estate brokers, finders or similar fee claimed as a result of the conduct of the indemnifying party respecting this transaction.

9. **Notices.** Any notices required or permitted to be delivered to either of the parties hereunder shall be in writing and either personally delivered or sent by mail, certified or registered (unless otherwise specified in this Agreement), return receipt requested, postage prepaid, addressed to the party to be notified at the address stated at the beginning of this Agreement or, in the case of Provo Abstract Company, Inc., the office address stated in paragraph 3. The parties may change their respective addresses for notification purposes by providing a written notice of the change in accordance with the requirements of this paragraph 9.

10. **Attorney's Fees.** In case suit should be brought to interpret or enforce this Agreement, the prevailing party shall be entitled to recover costs incurred in connection with such action, including a reasonable attorney's fee.

11. **Assigns, Successors.** The parties acknowledge that City may assign its rights, duties and responsibilities hereunder and that, provided such assignee accepts the assignment and agrees in writing to be bound by the terms of this Option Agreement, City shall thereafter be relieved of any liability or responsibility subsequently arising under this Option Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

12. **Entire Agreement.** This Option Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, arrangements and understandings, whether oral or written, between the parties. This Agreement may be modified only by a writing signed by both parties.

13. **Paragraph Numbers and Headings - Tense.** Headings and paragraph numbers have been inserted herein solely for convenience and reference and shall not be construed to affect the meanings, construction or effect of this Agreement. As used herein, the singular shall include the plural and vice versa, and each gender shall include all other genders.

14. **Survival.** All provisions of this Agreement which, by their terms, are intended to survive the delivery of any deed or other document of conveyance and/or the termination of this Agreement shall continue to be in full force and effect thereafter until fully performed.

15. **Waiver/Damages.** A waiver by either party of any breach or default shall not constitute a waiver of any other breach or default. The liability of Ercanbrack with respect to any breach of or liability under this Agreement, whether in contract, in tort, or otherwise, shall not exceed the Option Purchase Price.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

17. **Counterparts.** This Agreement may be executed in any number of originals, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one instrument. An executed version of this Option Agreement which has been signed and transmitted by facsimile or other electronic or mechanical means shall be deemed an original.

18. **Time of the Essence.** Time is of the essence to the performance of each and every obligation under this Agreement.

19. **No Recordation.** No notice or other document respecting this Option, or the exercise of the same, may be recorded with the Utah County Recorder.

20. **Taxes.** Ercanbrack shall pay all property taxes due or accrued through the Closing Date, at Closing. In the event that any sales tax shall be determined to be payable in connection with any of the transactions contemplated by this Agreement, then such sales tax shall be paid by City.

21. **Inspection.** City acknowledges that City is entering into this Option Agreement after, and in complete reliance upon, City's full and entire inspection of the Property and not by reason of any representation made by or on behalf of Ercanbrack as to the condition, merchantability, specific attributes or otherwise of the Property or any structure thereon.

22. **Interpretation.** This Agreement has been negotiated at arms length and each party has been represented or has had the opportunity to be represented by independent legal counsel in this transaction. Accordingly, each party hereby waives any benefit under any rule of law or legal decisions that would require interpretation of any ambiguity in this Agreement against the drafting party.

23. **Severability.** If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, the term or provision shall not affect any other term or provision of this Agreement.

24. **Further Assurances.** Each Party agrees to execute such other and further documents and instructions as may be reasonably necessary or proper in order to consummate the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first hereinabove written.

SANTAQUIN CITY

Kirk F. Hunsaker, Mayor

ATTEST:

Susan B. Farnsworth, City Recorder

W. M. ERCANBRACK COMPANY, INC.

Randall Ercanbrack, President

STATE OF UTAH

ss:

COUNTY OF UTAH

On this ____ day of April, 2019, personally appeared before me, Randall Ercanbrack, who affirmed that he is the President of W. M. Ercanbrack Company, Inc. and is authorized to execute the foregoing agreement on behalf of W. M. Ercanbrack Company, Inc. and that he executed the same.

Notary Public

Exhibit A

Overall Property Parcel Number: 32:006:0102



Base Property Purchase: The initial base property purchase will include the building and the 2.72 acres of property illustrated above and described on the following page:

Exhibit A - Continued

WM ERCANBRACK COMPANY INC.

BUILDING PARCEL

SANTAQUIN, UTAH

APRIL 26, 2019

Commencing South $00^{\circ}08'21''$ East 1818.06 feet and West 195.33 feet from the North quarter corner of Section 2, Township 10 South, Range 1 East, Salt Lake Base and Meridian; thence North $04^{\circ}20'10''$ East 321.57 feet; thence North $85^{\circ}48'18''$ West 312.74 feet; thence South $04^{\circ}10'32''$ West 128.56 feet; thence South $65^{\circ}59'45''$ West 153.15 feet; thence South $40^{\circ}06'12''$ West 55.68 feet; thence South $55^{\circ}08'50''$ East 137.75 feet; thence South $84^{\circ}57'48''$ East 361.08 feet to the point of beginning.

AREA=2.72 acres

Santaquin City Resolution 04-08-2019

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) REGARDING PROPERTY DEVELOPMENT AT APPROXIMATELY 700 WEST MAIN STREET

WHEREAS, Santaquin City has adopted Resolution 04-07-2019, “A Resolution Approving an Option Agreement at Approximately 700 West Main Street”, wherein it has secured an “Option” to purchase real property for the potential construction of a new recreation center; and

WHEREAS, the City desires to work in good faith with the owner of the property, W.M. Ercanbrack Company, Inc., to acquire additional acreage to support the construction of a new recreation center; and

WHEREAS, the owner of the property desires to work in good faith with the City for the development of the remainder of the owners of the property, not utilized by the construction of a new recreation center; and

WHEREAS, it would be beneficial for Santaquin City enter into this MOU to clearly establish an understanding of the objectives and goals of creating a mutually beneficial development plan and development agreement with W.N. Ercanbrack Company for the future development, both public and private, of the entire parcel;

NOW, THEREFORE, BE IT RESOLVED, the Santaquin City Council does hereby approve the attached Memorandum Of Understanding with W. M. Ercanbrack Company, Inc. for the future development real property at approximately 700 West Main Street, Santaquin, Utah.

Approved and adopted by the Santaquin City Council this 27th day of April, 2019.

Kirk Hunsaker, Mayor

Attest:

Kira, Deputy City Recorder

MEMORANDUM OF UNDERSTANDING

To Whom it May Concern:

W. M. Ercanbrack Company, Inc. (“Ercanbrack”) is the owner of approximately 22.85 acres of real property located on Main Street in the City of Santaquin, Utah, described in the records of the Office of the Utah County Recorder as Parcel No. 32:006:0102 (the “Property”). Ercanbrack desires to develop the Property for residential and commercial uses, specifically including high-density, multi-family residential uses and has prepared a draft Master Development Agreement (“MDA”) to guide the development of the Property.

Santaquin City is attempting to purchase a portion of the Property comprising 6 to 8 acres from Ercanbrack for the purpose of developing a City Community Center. Ercanbrack and the City believe that development of the Property pursuant to the principles of the MDA will result in significant planning and economic benefits to the City and its residents by, among other things requiring orderly development of the Property as a master planned community and increasing property tax and other revenues to the City based on improvements to be constructed on the Property. Ercanbrack and the City acknowledge that each of the described conceptual uses will compliment and not negatively impact the others and are consistent with the City’s General Plan and the current RC Residential Commercial zoning that is applied to the Property.

At present, neither the City nor Ercanbrack has a final plan for the proposed uses on the Property, but each is working toward such as plan. Ercanbrack is not in a position to complete a development plan until the exact size and location of the Property the City proposes to purchase is identified. The City cannot determine the exact size and location without employing the services of design experts to establish the extent of improvements and parking needed for the City’s project and the best options for complimenting its proposed uses with those of Ercanbrack.

Therefore, the City desires to proceed immediately with its plans for design and procuring appropriate financing, while recognizing its obligation to the residents of the City to act in an reasonable and prudent manner in appropriating City’s resources. To proceed, City has proposed an Option to purchase a portion of the Property from Ercanbrack, which will allow the City to proceed immediately with appropriate steps to finalize its plans for development on the Property and in turn establish the portion of the Property required for its development and thereby provide the information and data necessary for Ercanbrack to finalize its plans for presentation to the City.

City acknowledges that Ercanbrack will deliver the Option requested by the City, with the understanding that the City will negotiate in good faith to establish a development agreement for the remainder of the Property. The City and Ercanbrack anticipate that the development agreement will establish development rights on the Property based on current laws, ordinances and regulations and will provide for vesting of those rights for an appropriate period of time to complete the development of the Property, subject to generally accepted principles of the application of laws, rules and regulations passed or adopted subsequent to the execution of the development agreement.

City and Ercanbrack will work together in good faith and will cooperate as is reasonably necessary to support the City's development and Ercanbrack's commercial/residential development.

The parties hereto affirm the understanding set forth in this memorandum.

SANTAQUIN CITY

Kirk F. Hunsaker, Mayor

ATTEST:

Susan B. Farnsworth, City Recorder

W. M. ERCANBRACK COMPANY, INC.

Randall Ercanbrack, President



Palfreyman Homes LLC
292 N Cherry Lane Santaquin, Utah 84655
801-376-1505 derkpal@gmail.com

Review for East Side Estates E

October 21, 2019

To Whom it may concern:

With the recent ordinance change of number 09-02-2019

Title 11 Chapter 6 Section 2M is amended as follows: (underlined text is added, stricken text is deleted)

M. Access To And From Subdivisions: All subdivisions, or plats thereof, ~~containing a combined total of ten (10) or more lots with an access in excess of five-hundred feet (500 feet)~~ shall provide two (2) or more accesses onto other approved and dedicated City streets. All such accesses shall be dedicated to the City as fully improved streets as a part of the required subdivision improvements, ~~and~~ shall be accessible from every lot within the subdivision or plat(s). An access in excess of one-hundred fifty feet (150 feet) shall be provided with turnaround provisions in accordance with the following table:-

We would like the city to consider accepting Plat E of East side Estates. Plat E falls under the 750-foot provision for dead end roads. We recognize the special challenges a dead end presents; however, the subdivision improvements of plat E would be the means of solving several existing issues.

1- Water quality;

- A- The present water line is 750 feet from nearest intersection to the end of the line, where it dead ends.
- B- A fire hydrant is located at about 450 feet, this is 300' from the end of the road.
- C- There are only three homes beyond the existing hydrant.
- D- My understanding from the water department is this can be less than desirable because, of the lack of water flow or turbulence to keep the water fresh.
- E- With an additional three homes at the end of the road, it would double the natural turbulence of the water, in addition we would be installing another hydrant at the end of the road, for purging the line to keep consistent water quality.

2- Emergency Equipment access

In the event of an emergency it could make the difference between life and death or at least diminished property damage to have a full two-lane roadway for emergency equipment.

In inclement weather the present west side of the road could become a mud and snow trap for emergency vehicles, as the soil when wet will not support even modest weight vehicles.

In addition to the wider road, we would include an extended turn around area for emergency vehicles & others, which would add safety to egressing the back of the subdivision.

3- Vehicle impact:

- A- I personally traveled this subdivision and several others in the area, between 7:00 and 8:00 pm, on week nights. Of the ten homes on this block and about fifty in adjacent neighborhoods, I found an average of three vehicles per residence.
- B- On this road there are currently ten homes, equating to about thirty vehicles.
- C- Using this formula, the additional three homes, would add 9 more vehicles to driveways in the evenings, for a total of 39 vehicles.
- D- Average vehicles per hour midday: I observed an average of two vehicles per hour entering and or leaving this subdivision during late morning and early afternoon.

Road maintenance and city revenue:

- 1- According to sources I have spoken with, an asphalt road without curb and gutter is subject to higher maintenance costs than those with full improvements. The last three hundred feet of this road is only half plus ten feet of asphalt.

Sincerely Derk Palfreyman

Derk Palfreyman



MEMORANDUM

November 15, 2019

To: Santaquin City Mayor and City Council
From: Norm Beagley, City Engineer and Wade Eva, Public Works Director
RE: **Proposed Countryside Estates Plat E (Palfreyman)**

Mayor and Council Members,

Per the recent code change under Ordinance No. 09-02-2019, Engineering and Public Works were asked to provide information regarding the proposed Countryside Estates Plat E subdivision application.

We offer the following remarks regarding the proposed 3 lot subdivision.

Regarding Water Quality

It is anticipated that adding the proposed 3 additional homes at the east end of 820 South, at approximately 200 East, would increase water quality in the area. Water quality improvement would come about by adding one additional fire hydrant and 3 culinary water services to the proposed new homes. The proposed new hydrant could allow for flushing of the system, as needed. The three additional services would allow for a more constant use of water within the water line allowing for less stagnant water. It is not anticipated that water quality would be negatively impacted by the proposed subdivision.

Regarding Roadway and Storm Drainage Improvements

As part of the subdivision requirements, should this proposal be allowed to move forward, the developer/applicant would be required to install all of the remaining roadway and storm drainage improvements. Completion of the these required roadway and storm drainage improvements on the north side of 820 South would be beneficial for the City in the following ways. Snowplowing would be less precarious at the east end of 820 South. A designated turnaround would be provided at the east end of 820 South allowing for emergency and other city vehicles to turn around without the need to back up long distances. A designated snow loading/storage area would be required per City code and would help with snowplow truck turnaround. It is anticipated that an asphalt overlay may be required in the area due to potential disturbance. If required, that asphalt overlay would significantly improve the street condition in this area.

Wade and I would be happy to answer any questions you may have regarding this item.



MEMORANDUM

November 15, 2019

To: Santaquin City Mayor and City Council
From: Ryan Lind, Fire Chief
RE: **Proposed Countryside Estates Plat E (Palfreyman)**

Mayor and Council Members,

Per the recent code change under Ordinance No. 09-02-2019, Santaquin Fire/EMS Department were asked to provide information regarding the proposed Countryside Estates Plat E subdivision application.

We offer the following remarks regarding the proposed 3 lot subdivision.

Emergency Equipment Access

It is anticipated that adding the proposed 3 additional homes at the east end of 820 South, at approximately 200 East, would increase the width of the road way in this area. Allowing these 3 units to be build would widen the road, adding curb and gutter and increasing the overall width, allowing for a safer, and easier access to not only the new units, but the current residential units on the south side of this street.

With the winter months coming, and snow soon to follow, having this wider road improves not only vehicle access, but safety of the responding emergency crews as the likelihood of the roadway being properly plowed will reduce the risk of slipping and falling on ice and snow packed roadways. Proper snow removal and increased asphalt in this area would also reduce the risk of an emergency vehicle driving into the dirt and mud area that is currently not paved and getting stuck, which would take the vehicle out of service, until removed from the mud. If this is medical call, increasing the transport time could mean the difference in life or death.

Installation of a new Fire Hydrant

As part of the subdivision requirements, should this proposal be allowed to move forward, the developer/applicant would be required to install a new fire hydrant. This new hydrant would allow fire crew to get closer to an emergency, and not be required to utilize the current end hydrant on this road, potentially decreasing the number of fire units that could access a possible structure fire due to the Large Diameter Supply Hose (LDH) that would be laying in the road. This LDH weighs approximately 950 pounds per 100-foot section, thus making it impossible to move, or driver over. Installation on the hydrant will be safer for Fire Department use, and also have an increase in water quality in the area as the Fire Department flushes each hydrate a minimum of once per year to ensure working order, and cleaning of the supply line

I would be happy to discuss any questions you may have. I see this development as a positive impact on this specific area.

Please let me know if you have any questions regarding this item.

ORDINANCE NO. 11-02-2019

AN ORDINANCE AMENDING THE ZONING MAP OF SANTAQUIN CITY, MORE SPECIFICALLY, APPROVING THE REZONING OF APPROXIMATELY 5.76 ACRES OF PROPERTY FROM INTERCHANGE COMMERCAIL (C-1) TO MAIN STREET RESIDENTIAL (MSR) ZONE, PROVIDING SEVERABILITY AND AN EFFECTIVE DATE FOR THE ORDINANCE.

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

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

WHEREAS, the Santaquin City Planning Commission held a public hearing during their November 12, 2019 meeting, which hearing was preceded by the posting of public notice in at least three public places within the City limits of Santaquin City, and which notice of public hearing was published in the Payson Chronicle Newspaper 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 City Council desires to amend the Official Zoning Map of Santaquin City, more specifically the rezoning of approximately 5.76 acres of property from Interchange Commercial (C-1) Zone to Main Street Residential (MSR) Zone which is located on the southeast corner of the intersection of 400 East and 200 North;

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

Section I.

Subject to the execution of a development agreement between Santaquin City and RG Development LC (et al) on or before November 20, 2020 which covers the subject property which consists of approximately 5.76 acres.

That the official zoning map of the City be amended such that approximately 5.76 acres of land from the C-1 Zone to the MSR 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, November 20, 2019. 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 19th day of November, 2019.

Kirk Hunsaker, Mayor

Councilmember Elizabeth Montoya	Voted	___
Councilmember Lynn Mecham	Voted	___
Councilmember Keith Broadhead	Voted	___
Councilmember Nick Miller	Voted	___
Councilmember Chelsea Rowley	Voted	___

ATTEST:

K. Aaron Shirley, City Recorder

[illegible]

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, K. AARON SHIRLEY, 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 19th day of November, 2019, entitled

“AN ORDINANCE AMENDING THE ZONING MAP OF SANTAQUIN CITY, MORE SPECIFICALLY, APPROVING THE REZONING OF APPROXIMATELY 5.76 ACRES OF PROPERTY FROM INTERCHANGE COMMERCAIL (C-1) TO MAIN STREET RESIDENTIAL (MSR) 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 19th day of November, 2019.

K. AARON SHIRLEY
Santaquin City Recorder

(SEAL)

AFFIDAVIT OF POSTING

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, K. AARON SHIRLEY, City Recorder 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 19th day of November, 2019.

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.

K. AARON SHIRLEY
Santaquin City Recorder

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by K. AARON SHIRLEY.

My Commission Expires:

Notary Public

Residing at: Utah County

MEMO



To: Mayor Hunsaker and City Council
From: Jason Bond, Community Development Director
Date: November 15, 2019
Re: **Orchard Vistas Rezone**

From: C-1 To: MSR

It is proposed that 5.76 acres of land located on the southeast corner of 200 North and 400 East (owned by RG Development LC (et al)) be rezoned. The property is currently zoned Interchange Commercial (C-1) (see below). The property owners are requesting that the property be zoned Main Street Residential (MSR) as indicated on the attached documents.

If this property is rezoned, it is proposed that it be developed into 9 twelve-plex buildings consisting of a total of 108 units. The applicant has provided two different concepts for the City to consider. Concept A features amenities that include a swimming pool, a clubhouse, an agrarian themed tot lot, and a pavilion. Concept B features amenities that include a clubhouse, 2 pickleball courts, an agrarian themed tot lot, a community fire pit with BBQ pavilions, and a few designated seating areas.

The attached documents indicate the proposed layouts of the property and proposed elevations of the condominium units. An extensive review of the proposed development is not necessary at this point but conceptual plans have been provided to help the City consider the proposed rezone.

The Planning Commission's recommendation is as follows:

Motion: Commissioner Gunnell motioned to send a negative recommendation to the City Council for the Orchard Vista's Condominium rezone. Commissioner Tolman seconded.

Roll Call:	Commissioner Adcock	Aye	Commissioner Lance	Aye
	Commissioner Colson	Aye	Commissioner Gunnell	Aye
	Commissioner Sperry	Aye	Commissioner Tolman	Aye

The vote passed unanimously 6 to 0.

Staff Recommendation: It is recommended that the City Council consider the following Staff findings when determining action as it pertains to the proposed Orchard Vista's rezone:

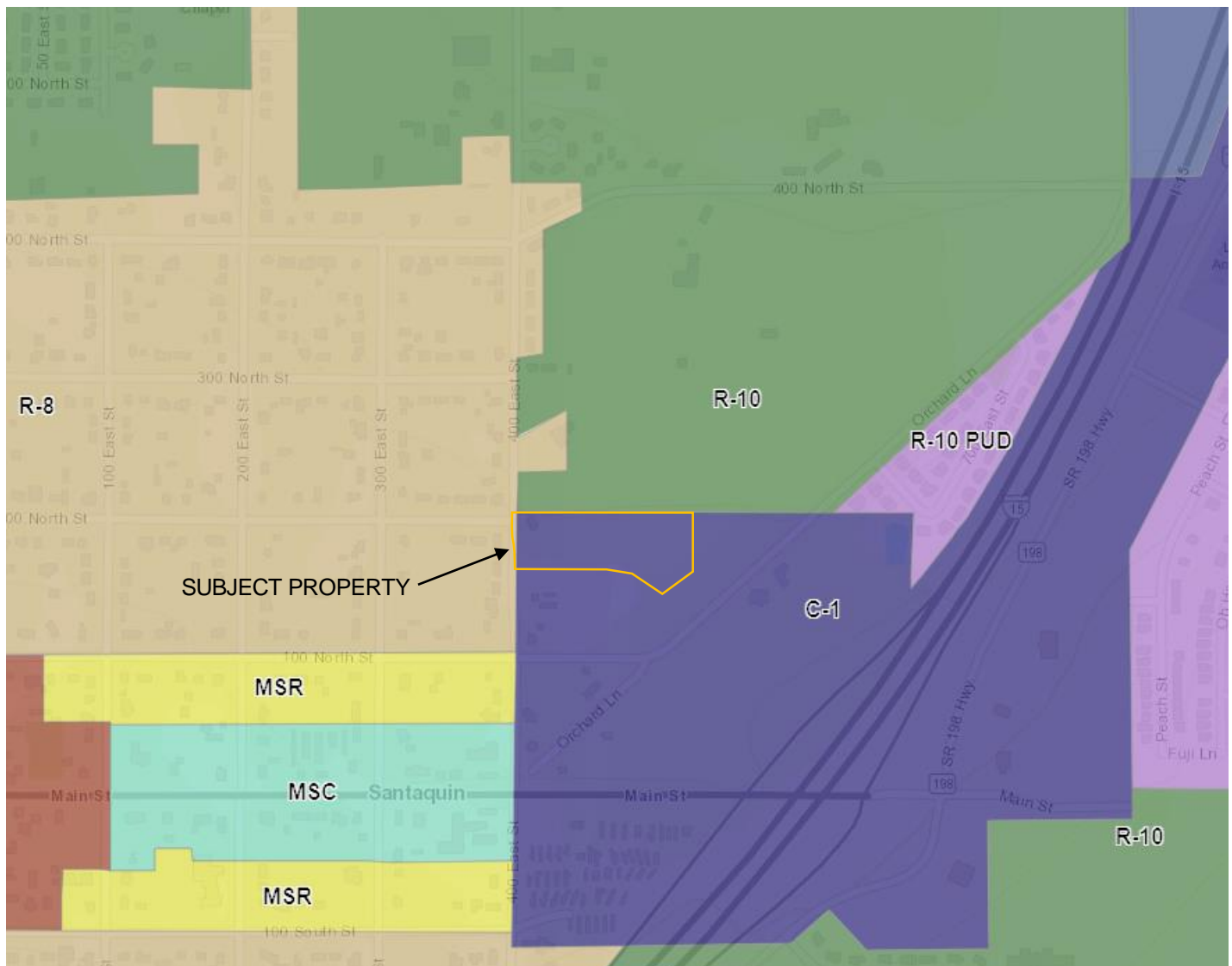
1. The location of higher residential densities next to a commercial center is consistent with good planning practices.
2. The location of higher residential densities next to a freeway interchange and public transportation is consistent with good planning practices.
3. Higher residential densities act as a good transition from heavy commercial uses to low lower residential densities.
4. The proposed development would include some amenities that are not common in a higher density development that is in the MSR Zone.

5. The proposed development is consistent with the incentive agreement where the City Council indicated that they would act in good faith with the developer to allow some higher densities of residential development behind the grocery store in order to further help offset the costs of constructing municipal infrastructure that will help facilitate economic growth.

If the proposed rezone were approved, make it conditioned upon the development being consistent with the proposed conceptual plans that have been provided and which includes amenities, architectural character, etc.

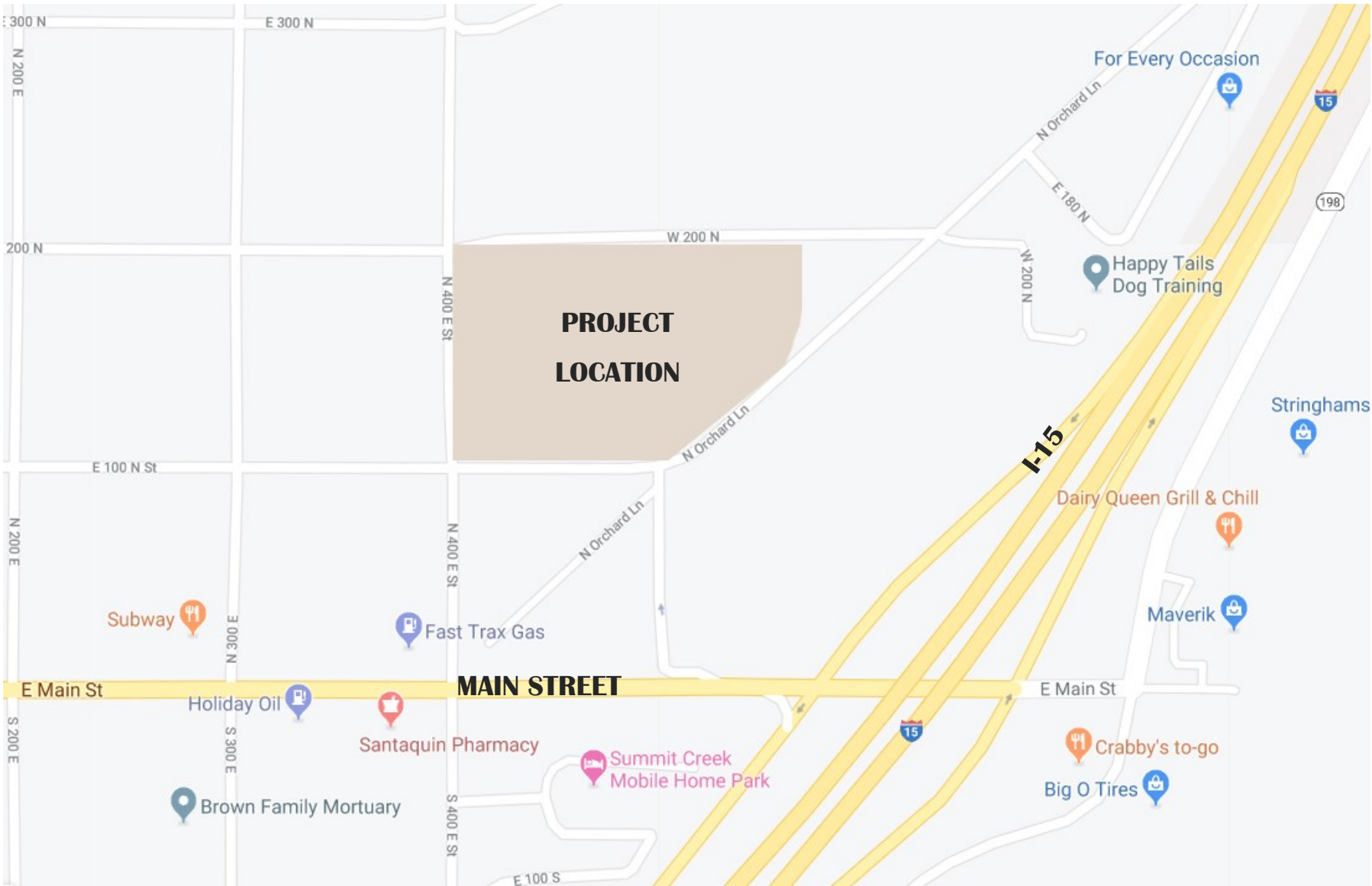
Recommended motion: “Motion to adopt/disapprove of Ordinance 11-02-2019.”

Portion of Santaquin City Zoning Map showing subject property and surrounding area zoning



SANTAQUIN MULTI-FAMILY

SANTAQUIN, UTAH



LEGAL BOUNDARY:
EXISTING ZONING:
PROPOSED ZONING:

400 EAST



CONCEPT A

TREE LEGEND (TOTAL PLANT COUNT)

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY	SIZE	HYDROZONE
	ZELKOVA SERRATA	JAPANESE ZELKOVA	54	2" CAL.	LOW
	ACER RUBRUM 'ARMSTRONG'	ARMSTRONG RED MAPLE	4	2" CAL.	LOW
	ACER PLATANOIDES 'EMERALD QUEEN'	EMERALD QUEEN MAPLE	6	2" CAL.	MODERATE
	ZELKOVA SERRATA 'MUSASHINO'	MUSASHINO COLUMNAR ZELKOVA	16	2" CAL.	LOW
	QUERCUS ROBUR 'FASTIGIATA'	COLUMNAR ENGLISH OAK	12	2" CAL.	LOW
	SOPHORA JAPONICA	JAPANESE PAGODA	3	2" CAL.	MODERATE
	PLATANUS ACERFOLIA	LONDON PLANETREE	5	2" CAL.	MODERATE
	TILIA CORDATA	LITTLELEAF LINDON	7	2" CAL.	LOW
	ACER TRUNCATUM X PLATANOIDES 'WARRENRED'	PACIFIC SUNSET MAPLE	25	2" CAL.	LOW
	SHRUB BED AREA				

SITE MATERIALS

SYMBOL	SITE MATERIAL	QUANTITY	SPECIAL NOTES
	3/4" QUIRRH GRAVEL (DEWIT 5 OZ. WEED BARRIER FABRIC TO BE INSTALLED IN ALL PLANTER AREAS)	22,390 SQ. FT. (207.3 CU. YD)	LOCATED WHERE SPECIFIED
	LAWN (SOD) AREA	57,573 SQ. FT.	DROUGHT TOLERANT VARIETY SEE NOTE BELOW
	BROWN BARK MULCH (DEWIT 5 OZ. WEED BARRIER FABRIC TO BE INSTALLED IN ALL PLANTER AREAS)	8,187 SQ. FT. (75.8 CU. YD)	LOCATED WHERE SPECIFIED

LANDSCAPE GENERAL NOTES

INSTALLER RESPONSIBILITIES AND LIABILITIES
1. THESE PLANS ARE FOR BASIC DESIGN LAYOUT AND INFORMATION. THE INSTALLER IS REQUIRED TO REFER TO THEIR INDIVIDUAL TRADE - SCOPE OF WORK. OWNER ASSUMES NO LIABILITIES FOR INADEQUATE ENGINEERING CALCULATIONS, MANUFACTURER PRODUCT DEFECTS, INSTALLATION OF ANY LANDSCAPING AND COMPONENTS, OR TIME EXECUTION.
2. THE INSTALLER OF ALL LANDSCAPING AND IRRIGATION SYSTEMS ARE LIABLE AND RESPONSIBLE FOR ALL JURISDICTIONAL AND CODE REQUIREMENTS, TIME EXECUTIONS, AND INSTALLED PRODUCTS AND MATERIALS.

GRADING AND DRAINAGE REQUIREMENTS
1. ALL GRADING IS TO SLOPE AWAY FROM THE STRUCTURE PER CODE.
2. FINISHED GRADE IS NOT PERMITTED BY CODE TO DRAIN ON NEIGHBORING PROPERTIES
3. 6" MIN. FOUNDATION LEFT EXPOSED AT ALL CONDITIONS
4. LANDSCAPER TO MAINTAIN OR IMPROVE EXISTING FINAL GRADE AND PROPER DRAINAGE ESTABLISHED BY THE EXCAVATOR'S FINAL GRADE ACTIVITIES INCLUDING ANY MAINTENANCE, PRESERVATION, OR EXAGGERATION OF SLOPES, BERMS, AND SWALES.
5. IF ANY SWALE, BERM, OR GRADE HAS BEEN DAMAGED OR IS INCORRECT TO ENSURE CORRECT WATER FLOW THE TRADE CONTRACTOR IS RESPONSIBLE TO FIX STATED ISSUE.
6. ROOF RUN-OFF DEVICES SHOULD BE INSTALLED TO COLLECT AND DISCHARGE ALL ROOF RUNOFF A MINIMUM OF 10 FEET FROM FOUNDATION ELEMENTS OR BEYOND THE LIMITS OF BACKFILL AROUND THE FOUNDATION WALLS, WHICHEVER DISTANCE IS GREATER.
7. THE GROUND SURFACE WITHIN 10 FEET OF THE FOUNDATIONS SHOULD BE SLOPED TO DRAIN AWAY FROM THE STRUCTURE WITH A MINIMUM FALL OF 6 INCHES.

LANDSCAPING REQUIREMENTS
1. ALL LANDSCAPING IS TO BE INSTALLED PER ALL GOVERNING JURISDICTIONS I.E. INTERNATIONAL BUILDING CODE, CITY CODES.
2. NON-COMPLIANCE TO ALL GOVERNING JURISDICTION REQUIREMENTS AND REGULATION ARE THE RESPONSIBILITY OF THE LANDSCAPING INSTALLER.
3. ALL PLANTED LANDSCAPING IS TO BE INSTALLED ACCORDING TO THE NURSERY CARE AND INSTALLATION INSTRUCTIONS WHERE PURCHASED AND BASED ON INDIVIDUAL SOIL CONDITIONS AND SITE CONDITIONS.

LANDSCAPE NOTES

- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF ALL MATERIALS FOR BIDDING AND INSTALLATION PURPOSES. IF DISCREPANCIES EXIST, THE PLAN SHALL DICTATE QUANTITIES TO BE USED.
- PLANT MATERIAL TO BE INSTALLED PER PLANT LEGEND. IF SUBSTITUTIONS ARE WANTED, PROPOSED LANDSCAPE CHANGES MUST BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PLANTING.
- NEW LAWN AREAS TO BE SODDED WITH DROUGHT TOLERANT VARIETY. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD.
- SANDY LOAM TOPSOIL TO BE IMPLEMENTED AT THE FOLLOWING DEPTHS: 6" TOPSOIL (WITH 2" HUMUS MIXED INTO TOPSOIL PRIOR TO SPREADING) IN ALL NEW PLANTER AREAS AND 4" IN ALL NEW LAWN AREAS. PLANTER BEDS TO BE EXCAVATED AS NECESSARY IN ORDER TO ACCOMMODATE NEW TOPSOIL AND/OR PLANTER BED. MULCH TO REACH FINISHED GRADE.
- 4"x6" EXTRUDED CONCRETE MOW CURB TO BE INSTALLED BETWEEN ALL LAWN AND PLANTER AREAS PER PLAN. ANY TREES LOCATED IN LAWN MUST HAVE A 4" CONCRETE TREE RING.
- DEWIT 5 OZ. WEED BARRIER FABRIC TO BE INSTALLED IN ALL PLANTER AREAS EXCEPT UNDER ANNUAL PLANTING AREAS AS SHOWN ON PLAN.
- ROCK MULCH TO BE IMPLEMENTED AT THE FOLLOWING DEPTHS: 4" IN ALL TREE, SHRUB, AND PERENNIAL PLANTER AREAS, ANNUAL PLANTING AREAS AS SHOWN ON PLAN TO RECEIVE 4" OF SOIL AID MATERIAL. PULL BARK MULCH MIN. 3' AWAY FROM BASE OF ALL PERENNIALS AND SHRUBS AND MIN. 6' AWAY FROM ALL TREES.
- CONTRACTOR TO PROVIDE NEW AUTOMATIC UNDERGROUND IRRIGATION SYSTEM TO BE INSTALLED IN ALL LANDSCAPE AREAS. ALL LAWN AREA TO RECEIVE 100% HEAD TO HEAD COVERAGE WITH SPRAY AND ROTARY SPRINKLER HEADS. ALL PLANTER AREAS NEED TO RECEIVE A FULL DRIP SYSTEM TO EACH TREE AND SHRUB ON PROJECT. SEE IRRIGATION PLAN.

PROJECT DATA INFORMATION

AMENITIES	PARKING DATA
1 CLUB HOUSE	108 UNITS - 9 TWELVE-PLEX BUILDINGS
55X35 PLAYGROUND AREA	2 PARKING SPACES PER UNIT = 216
POOL AREA	GUEST PARKING = 38
9 BENCH SEATING AREAS	267 - TOTAL PARKING SPACES
1 20X20 PAVILIONS	85,500 SQ. FT. OF PARKING AREA
2 BARBEQUE GRILLS	INTERIOR PARKING LANDSCAPE AREA = 9,500 SQ. FT. 11% TOTAL INTERIOR PARKING LANDSCAPE

LANDSCAPE DATA

TOTAL SITE AREA: 251,000 SQ. FT.
PARKING ISLANDS - 1 TREE AND 4 SHRUBS FOR EVERY 80 SQUARE FEET OF PARKING PLANTER.
OPEN SPACE AND AMENITIES:
60 SQ. FT. OF OPEN SPACE PER UNIT = 80 SQ. FT. PATIOS PER UNIT PROVIDED
TOTAL OPEN SPACE = 88,160 SQ. FT. 34%
OBSTRUCTED - 10,650 PATIOS, PLAYGROUND, SEATING AREA, AND POOL
1/2 OF THE SITE OPEN SPACE UNOBSTRUCTED = 88%
STREET TREES 1 PER 30' ON 200 NORTH AND ORCHARD LANE
200 NORTH = 17 STREET TREES
ORCHARD LANE = 14 STREET TREES
BUFFER AREAS NEED 1 TREE PER 40' AND 4 SHRUBS FOR EACH TREE.
BUFFER AREA ALONG 400 EAST = 5 TREES AND 20 SHRUBS
BUFFER ALONG COMMERCIAL AREA TO SOUTH = 18 TREES AND 72 SHRUBS.

ISSUE DATE			PROJECT NUMBER			PLAN INFORMATION			PROJECT INFORMATION			DEVELOPER / PROPERTY OWNER / CLIENT			LANDSCAPE ARCHITECT / PLANNER			LICENSE STAMP		
10-28-2019			UT19086			<div><div>811</div><div>BLUE STAKES OF UTAH UTILITY NOTIFICATION CENTER, INC 1-800-662-4111 www.bluestakes.org</div></div> <div><div><div></div><div>N</div></div></div> <div><div>0'10'20'40'80'</div><div>GRAPHIC SCALE: 1" = 20'</div></div>			SANTAQUIN MULTIFAMILY SANTAQUIN, UTAH			<div>Developer / Property Owner:</div> <div>CANYON VISTA JONATHAN REID 801-310-7096</div> <div>Client / Engineer:</div> <div>ATLAS ENGINEERING 95 WEST 200 NORTH #2 SPANISH FORK, UT 801-655-0566</div>			<div><div><div></div><div>PKJ DESIGN GROUP</div></div><div>PKJ DESIGN GROUP L.L.C. 3450 N. TRIUMPH BLVD. SUITE 102 LEHI, UTAH 84043 (801) 960-2698 www.pkjdesigngroup.com</div></div>			<div><div><div></div><div>LANDSCAPE PLAN</div></div><div>PRELIMINARY PLANS NOT FOR CONSTRUCTION LP-COLOR</div></div>		
NO.	REVISION	DATE																		
1	XXXX	XX-XX-XX																		
2																				
3																				
4																				
5																				
6																				
7																				



SIDE ELEVATIONS



FRONT AND BACK ELEVATIONS



SIDE ELEVATION

CLUB HOUSE



FRONT ELEVATION

CONCEPT A



PROJECT AMENITIES

- 1 2,000 TOT LOT AREA
2 CLUB HOUSE
3 20X20 PAVILION
4 SEATING AREA
5 LARGE MONUMENT SIGN
6 SMALL MONUMENT SIGN
7 POOL AREA
8 OPEN SPACE AREA

SEATING AREA



CLUB HOUSE



PLAYGROUND AREA



PAVILION AREA



POOL AREA



TREE LEGEND (TOTAL PLANT COUNT)

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	HYDROZONE
	ZELKOVA SERRATA	JAPANESE ZELKOVA	20	2" CAL.	LOW
	ACER RUBRUM 'ARMSTRONG'	ARMSTRONG RED MAPLE	6	2" CAL.	LOW
	ACER PLATANOIDES 'EMERALD QUEEN'	EMERALD QUEEN MAPLE	7	2" CAL.	MODERATE
	ZELKOVA SERRATA 'MUSASHINO'	MUSASHINO COLUMNAR ZELKOVA	14	2" CAL.	LOW
	QUERCUS ROBUR 'FASTIGIATA'	COLUMNAR ENGLISH OAK	10	2" CAL.	LOW
	SOPHORA JAPONICA	JAPANESE PAGODA	2	2" CAL.	MODERATE
	PLATANUS ACERFOLIA	LONDON PLANETREE	6	2" CAL.	MODERATE
	KOELREUTERIA PANICULATA	GOLDEN RAIN TREE	4	2" CAL.	MODERATE
	TILIA CORDATA	LITTLELEAF LINDON	6	2" CAL.	LOW
	ACER TRUNCATUM X PLATANOIDES 'WARRENRED'	PACIFIC SUNSET MAPLE	11	2" CAL.	LOW

SITE MATERIALS

SYMBOL	SITE MATERIAL	QUANTITY	SPECIAL NOTES
	3/4" QUIRHH GRAVEL (DeWitt 5 OZ. WEED BARRIER FABRIC TO BE INSTALLED IN ALL PLANTER AREAS)	23,483 SQ. FT. (217.4 CU. YD)	LOCATED WHERE SPECIFIED
	LAWN (SOD) AREA	60,098 SQ. FT.	DROUGHT TOLERANT VARIETY *SEE NOTE BELOW
	BROWN BARK MULCH (DeWitt 5 OZ. WEED BARRIER FABRIC TO BE INSTALLED IN ALL PLANTER AREAS)	10,256 SQ. FT. (95.0 CU. YD)	LOCATED WHERE SPECIFIED

LANDSCAPE GENERAL NOTES

- INSTALLER RESPONSIBILITIES AND LIABILITIES
1. THESE PLANS ARE FOR BASIC DESIGN LAYOUT AND INFORMATION. THE INSTALLER IS REQUIRED TO REFER TO THEIR INDIVIDUAL TRADE'S SCOPE OF WORK. OWNER ASSUMES NO LIABILITIES FOR INADEQUATE ENGINEERING CALCULATIONS, MANUFACTURER PRODUCT DEFECTS, INSTALLATION OF ANY LANDSCAPING AND COMPONENTS, OR TIME EXECUTION.
2. THE INSTALLER OF ALL LANDSCAPING AND IRRIGATION SYSTEMS ARE LIABLE AND RESPONSIBLE FOR ALL JURISDICTIONAL AND CODE REQUIREMENTS, TIME EXECUTIONS, AND INSTALLED PRODUCTS AND MATERIALS.
- GRADING AND DRAINAGE REQUIREMENTS
1. ALL GRADING IS TO SLOPE AWAY FROM THE STRUCTURE PER CODE.
2. FINISHED GRADE IS NOT PERMITTED BY CODE TO DRAIN ON NEIGHBORING PROPERTIES
3. 6" MIN. FOUNDATION LEFT EXPOSED AT ALL CONDITIONS
4. LANDSCAPER TO MAINTAIN OR IMPROVE EXISTING FINAL GRADE AND PROPER DRAINAGE ESTABLISHED BY THE EXCAVATOR'S FINAL GRADE ACTIVITIES INCLUDING ANY MAINTENANCE, PRESERVATION, OR EXAGGERATION OF SLOPES, BERMS, AND SWALES.
5. IF ANY SWALE, BERM, OR GRADE HAS BEEN DAMAGED OR IS INCORRECT TO ENSURE CORRECT WATER FLOW THE TRADE CONTRACTOR IS RESPONSIBLE TO FIX STATED ISSUE.
6. ROOF RUN-OFF DEVICES SHOULD BE INSTALLED TO COLLECT AND DISCHARGE ALL ROOF RUNOFF A MINIMUM OF 10 FEET FROM FOUNDATION ELEMENTS OR BEYOND THE LIMITS OF BACKFILL AROUND THE FOUNDATION WALLS; WHICHEVER DISTANCE IS GREATER.
7. THE GROUND SURFACE WITHIN 10 FEET OF THE FOUNDATIONS SHOULD BE SLOPED TO DRAIN AWAY FROM THE STRUCTURE WITH A MINIMUM FALL OF 6 INCHES.
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2. PLANT MATERIAL TO BE INSTALLED PER PLANT LEGEND. IF SUBSTITUTIONS ARE WANTED, PROPOSED LANDSCAPE CHANGES MUST BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PLANTING.
3. NEW LAWN AREAS TO BE SODDED WITH DROUGHT TOLERANT VARIETY. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD.
4. SANDY LOAM TOPSOIL TO BE IMPLEMENTED AT THE FOLLOWING DEPTHS: 6" TOPSOIL (WITH 2" HUMUS MIXED INTO TOPSOIL PRIOR TO SPREADING) IN ALL NEW PLANTER AREAS AND 4" IN ALL NEW LAWN AREAS. PLANTER BEDS TO BE EXCAVATED AS NECESSARY IN ORDER TO ACCOMMODATE NEW TOPSOIL AND/OR PLANTER BED MULCH TO REACH FINISHED GRADE.
5. 4"x6" EXTRUDED CONCRETE MOW CURB TO BE INSTALLED BETWEEN ALL LAWN AND PLANTER AREAS PER PLAN. ANY TREES LOCATED IN LAWN MUST HAVE A 4" CONCRETE TREE RING.
6. DAWB 5 OZ. WEED BARRIER FABRIC TO BE INSTALLED IN ALL PLANTER AREAS EXCEPT UNDER ANNUAL PLANTING AREAS AS SHOWN ON PLAN.
7. ROCK MULCH TO BE IMPLEMENTED AT THE FOLLOWING DEPTHS: 4" IN ALL TREE, SHRUB, AND PERENNIAL PLANTER AREAS; ANNUAL PLANTING AREAS AS SHOWN ON PLAN TO RECEIVE 4" OF SOIL AID MATERIAL. FULL BARK MULCH MIN. 3" AWAY FROM BASE OF ALL PERENNIALS AND SHRUBS AND MIN. 6" AWAY FROM ALL TREES.
8. CONTRACTOR TO PROVIDE NEW AUTOMATIC UNDERGROUND IRRIGATION SYSTEM TO BE INSTALLED IN ALL LANDSCAPE AREAS. ALL LAWN AREA TO RECEIVE 100% HEAD TO HEAD COVERAGE WITH SPRAY AND ROTARY SPRINKLER HEADS. ALL PLANTER AREAS NEED TO RECEIVE A FULL DRIP SYSTEM TO EACH TREE AND SHRUB ON PROJECT. SEE IRRIGATION PLAN.

ISSUE DATE 10-28-2019		PROJECT NUMBER UT19086		PLAN INFORMATION		PROJECT INFORMATION		DEVELOPER / PROPERTY OWNER / CLIENT		LANDSCAPE ARCHITECT / PLANNER		LICENSE STAMP	
811 BLUE STAKES OF UTAH UTILITY NOTIFICATION CENTER, INC. 1-800-662-4111 www.bluestakes.org				GRAPHIC SCALE: 1" = 20'		SANTAQUIN MULTIFAMILY SANTAQUIN, UTAH		CANYON VISTA JONATHAN REID 801-310-7096		PKJ DESIGN GROUP PKJ DESIGN GROUP L.L.C. 3450 N. TRIUMPH BLVD. SUITE 102 LEHI, UTAH 84043 (801) 960-2698 www.pkjdesigngroup.com			
NO. REVISION DATE		DATE						Client / Engineer: ATLAS ENGINEERING 95 WEST 200 NORTH #2 SPANISH FORK, UT 801-655-0566		AMENITIES PLAN PRELIMINARY PLANS NOT FOR CONSTRUCTION LP-AMENITIES			
1 XXXX XX-XX-XX													
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6													
7													

400 EAST

200 NORTH

200 NORTH

PROJECT DATA INFORMATION

AMENITIES

- 1 CLUB HOUSE
- 55X35 PLAYGROUND AREA
- 2 PICKLEBALL COURTS
- 3 BENCH SEATING AREAS
- 1 FIRE PIT AREA
- 2 20X20 PAVILIONS
- 2 BARBEQUE GRILLS

PARKING DATA

- 108 UNITS - 9 TWELVE-PLEX BUILDINGS
- 2 PARKING SPACES PER UNIT = 216
- GUEST PARKING = 38
- 254 - TOTAL PARKING SPACES
- 80,500 SQ. FT. OF PARKING AREA
- INTERIOR PARKING LANDSCAPE AREA = 8,500 SQ. FT.
- 10% TOTAL INTERIOR PARKING LANDSCAPE

LANDSCAPE DATA

TOTAL SITE AREA: 251,000 SQ. FT.

PARKING ISLANDS - 1 TREE AND 4 SHRUBS FOR EVERY 80 SQUARE FEET OF PARKING PLANTER.

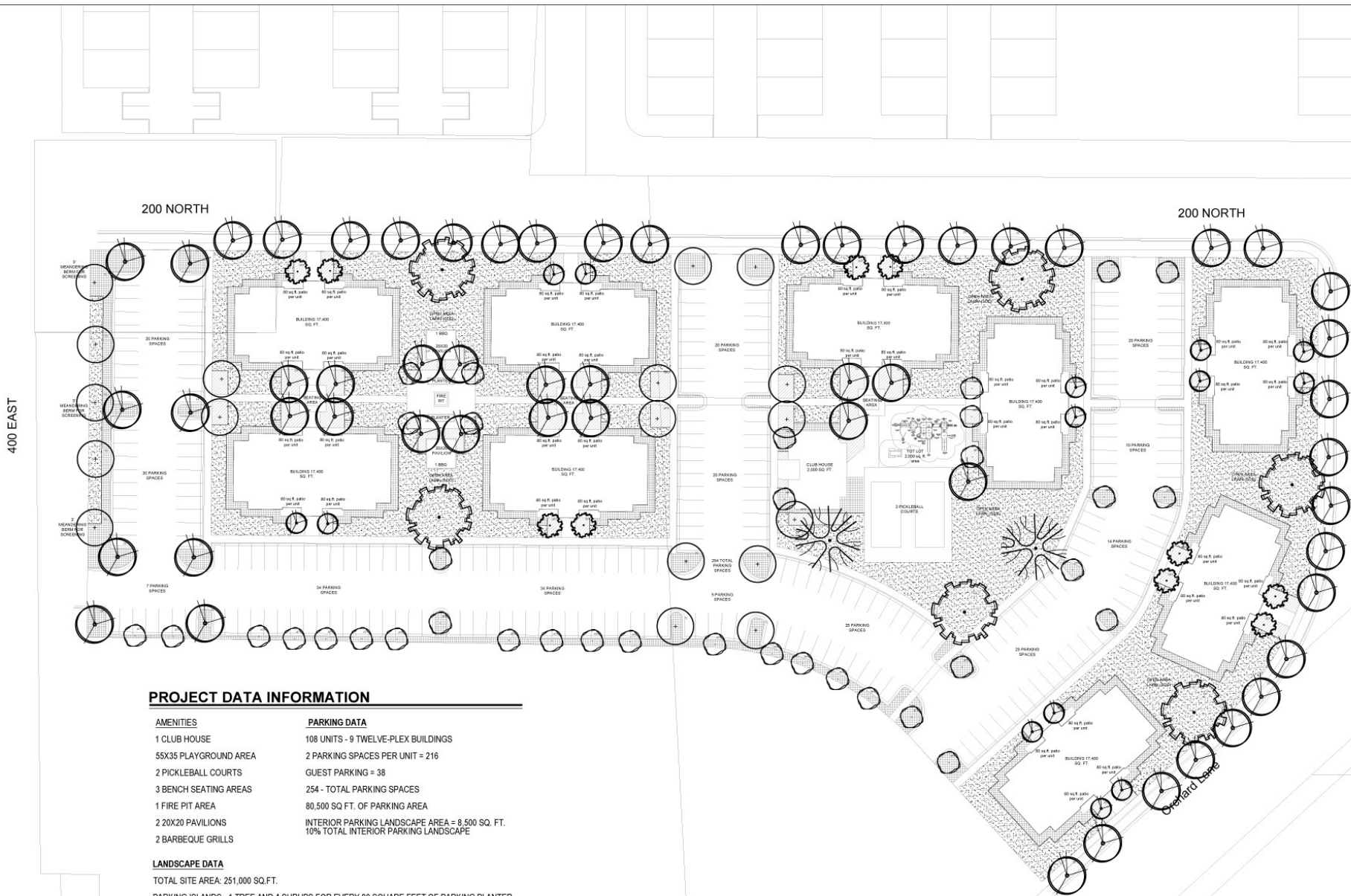
OPEN SPACE AND AMENITIES:

60 SQ. FT. OF OPEN SPACE PER UNIT = 80 SQ. FT. PATIOS PER UNIT PROVIDED
TOTAL OPEN SPACE = 94,000 SQ. FT. 38%
OBSTRUCTED = 16,000 PATIOS, PLAYGROUND, SEATING AREA, AND PICKLEBALL
1/2 OF THE SITE OPEN SPACE UNOBSTRUCTED = 18%

STREET TREES 1 PER 30' ON 200 NORTH AND ORCHARD LANE
200 NORTH = 17 STREET TREES
ORCHARD LANE = 14 STREET TREES

BUFFER AREAS NEED 1 TREE PER 40' AND 4 SHRUBS FOR EACH TREE
BUFFER AREA ALONG 400 EAST = 5 TREES AND 20 SHRUBS
BUFFER ALONG COMMERCIAL AREA TO SOUTH = 18 TREES AND 72 SHRUBS.

CONCEPT B



PROJECT DATA INFORMATION

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SYMBOL	BOTANICAL NAME	COMMON NAME	QTY	SIZE	HYDROZONE
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TC	TILIA CORDATA	LITTLELEAF LINDON	11	2" CAL.	LOW
ATP	ACER TRUNCATUM X PACIFIC PLATANOIDES 'WARRENRED'	27" 2" CAL. LOW SUNSET MAPLE	27	2" CAL.	LOW

SHRUB BED AREA

SITE MATERIALS

SYMBOL	SITE MATERIAL	QUANTITY	SPECIAL NOTES
	3/4" QUIRHH GRAVEL (D/W/1/5 OZ. WEED BARRIER FABRIC TO BE INSTALLED IN ALL PLANTER AREAS)	23,483 SQ. FT. (217.4 CU. YD)	LOCATED WHERE SPECIFIED
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<table><tr><th>NO.</th><th>REVISION</th><th>DATE</th></tr><tr><td>1</td><td>XXXX</td><td>XX-XX-XX</td></tr><tr><td>2</td><td></td><td></td></tr><tr><td>3</td><td></td><td></td></tr><tr><td>4</td><td></td><td></td></tr><tr><td>5</td><td></td><td></td></tr><tr><td>6</td><td></td><td></td></tr><tr><td>7</td><td></td><td></td></tr></table>	NO.	REVISION	DATE	1	XXXX	XX-XX-XX	2			3			4			5			6			7				 GRAPHIC SCALE: 1" = 20'		ATLAS ENGINEERING 95 WEST 200 NORTH #2 SPANISH FORK, UT 801-655-0566		
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SIDE ELEVATIONS



FRONT AND BACK ELEVATIONS



SIDE ELEVATION

CLUB HOUSE



FRONT ELEVATION

CONCEPT B



- PROJECT AMENITIES**
- 1

2,000 TOT LOT AREA

2

CLUB HOUSE

3

20X20 PAVILION

4

FIRE PIT AREA

5

SEATING AREA

6

LARGE MONUMENT SIGN

7

SMALL MONUMENT SIGN

8

PICKLEBALL COURT

9

OPEN SPACE AREA

4 FIRE PIT AREA



5 SEATING AREA



2 CLUB HOUSE



1 PLAYGROUND AREA



3 PAVILION AREA



8 PICKLEBALL COURTS



TREE LEGEND (TOTAL PLANT COUNT)

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CONCEPT B

ORDINANCE NO. 11-03-2019

AN ORDINANCE AMENDING THE ZONING MAP OF SANTAQUIN CITY, MORE SPECIFICALLY, APPROVING THE REZONING OF APPROXIMATELY 3.91 ACRES OF PROPERTY FROM R-10 RESIDENTIAL ZONE TO R-8 RESIDENTIAL ZONE AND MAIN STREET RESIDENTIAL (MSR) ZONE, PROVIDING SEVERABILITY AND AN EFFECTIVE DATE FOR THE ORDINANCE.

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

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

WHEREAS, the Santaquin City Planning Commission held a public hearing during their November 12, 2019 meeting, which hearing was preceded by the posting of public notice in at least three public places within the City limits of Santaquin City, and which notice of public hearing was published in the Payson Chronicle Newspaper 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 City Council desires to amend the Official Zoning Map of Santaquin City, more specifically the rezoning of approximately 3.91 acres of property from R-10 Residential Zone to R-8 Residential Zone and Main Street Residential (MSR) Zone which is located on the northeast corner of the intersection of 400 East and 200 North;

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

Section I.

Subject to the execution of a development agreement between Santaquin City and James Evans and Carla Jean DeGraffenried on or before November 20, 2020 which covers the subject property which consists of approximately 3.91 acres.

That the official zoning map of the City be amended such that approximately 3.91 acres of land from the R-10 Zone to the R-8 Zone and the MSR 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, November 20, 2019. 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 19th day of November, 2019.

Kirk Hunsaker, Mayor

Councilmember Elizabeth Montoya	Voted	___
Councilmember Lynn Mecham	Voted	___
Councilmember Keith Broadhead	Voted	___
Councilmember Nick Miller	Voted	___
Councilmember Chelsea Rowley	Voted	___

ATTEST:

K. Aaron Shirley, City Recorder

[illegible]

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, K. AARON SHIRLEY, 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 19th day of November, 2019, entitled

“AN ORDINANCE AMENDING THE ZONING MAP OF SANTAQUIN CITY, MORE SPECIFICALLY, APPROVING THE REZONING OF APPROXIMATELY 3.91 ACRES OF PROPERTY FROM R-10 RESIDENTIAL ZONE TO R-8 RESIDENTIAL ZONE AND MAIN STREET RESIDENTIAL (MSR) 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 19th day of November, 2019.

K. AARON SHIRLEY
Santaquin City Recorder

(SEAL)

AFFIDAVIT OF POSTING

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, K. AARON SHIRLEY, City Recorder 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 19th day of November, 2019.

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.

K. AARON SHIRLEY
Santaquin City Recorder

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by K. AARON SHIRLEY.

My Commission Expires:

Notary Public

Residing at: Utah County

MEMO



To: Mayor Hunsaker and City Council
From: Jason Bond, Community Development Director
Date: November 15, 2019
Re: **Heelis Farm Rezone**

From: R-10 To: R-8 and MSR

It is proposed that 3.91 acres of land located at 250 North 400 East (owned by James and Carla DeGraffenried) be rezoned. The majority of the property is currently zoned R-10 Residential with a part of it zoned R-8 Residential (see below).

The property owners are requesting that 2.19 of the property be zoned R-8 Residential and 1.72 acres be zoned Main Street Residential (MSR) as indicated on the attached documents.

If this property is rezoned, it is proposed that it be developed with the MSR portion having 20 townhome units and the R-8 portion having 8 single family lots. Proposed amenities for the townhomes would include a basketball court, a tot lot, and a pavilion. The attached documents indicate a proposed layout of the property and proposed elevations of the townhome units. An extensive review of the proposed development is not necessary at this point but conceptual plans have been provided to help the City consider the proposed rezone.

The Planning Commission's recommendation is as follows:

Motion: Commissioner Lance motioned to forward a negative recommendation to the City Council for the Heelis Farm proposal to rezone to the MSR Zone. However, the Planning Commission would be satisfied if the property were zone R-8 or R-10 in its entirety. Commissioner Sperry seconded.

Roll Call:	Commissioner Adcock	Aye	Commissioner Lance	Aye
	Commissioner Colson	Aye	Commissioner Gunnell	Aye
	Commissioner Sperry	Aye	Commissioner Tolman	Aye

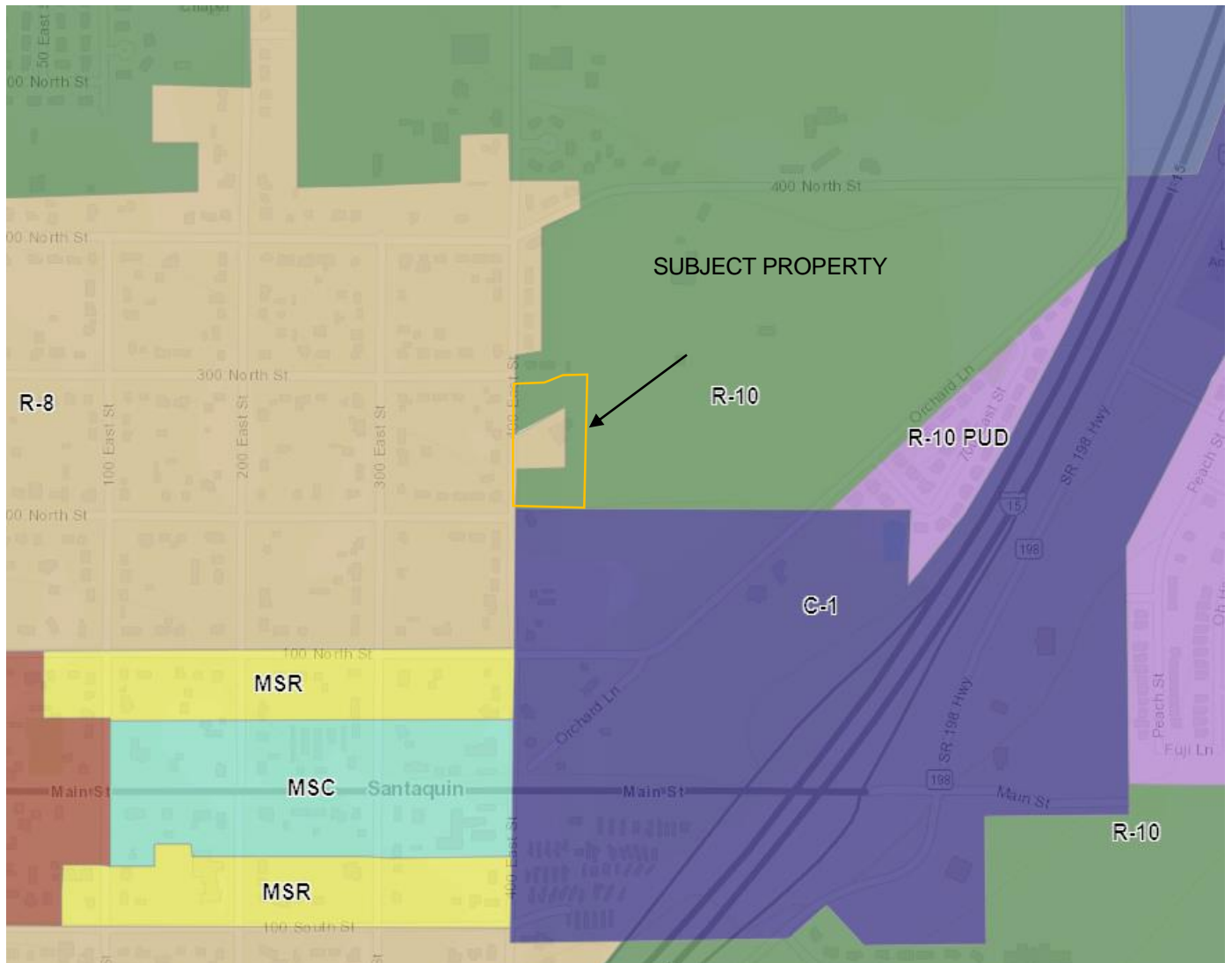
The vote passed unanimously 6 to 0.

Staff Recommendation: It is recommended that the City Council consider the following Staff findings when determining action as it pertains to the proposed Heelis Farm rezone:

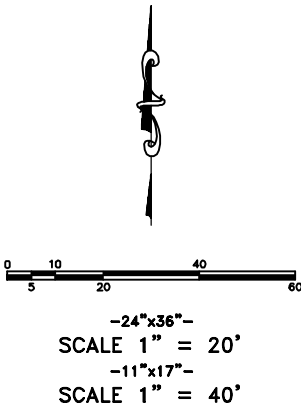
1. The location of higher residential densities next to a commercial center is consistent with good planning practices.
2. The location of higher residential densities next to a freeway interchange and public transportation is consistent with good planning practices.
3. Higher residential densities act as a good transition from heavy commercial uses to low lower residential densities.
4. The proposed development would include some amenities that are not common in a higher density development that is in the MSR Zone.

Recommended motion: "Motion to adopt/disapprove of Ordinance 11-03-2019."

Portion of Santaquin City Zoning Map showing subject property and surrounding area zoning



DATA TABLE:
TOTAL ACREAGE: 3.91
TOTAL # OF LOTS: 28
UNITS/ACRE: 7.16
MSR ACREAGE: 1.72
R-8 ACREAGE: 2.19
TOWNHOME LOTS: 20
SINGLE FAMILY LOTS: 8
MSR UNITS/ACRE: 11.63
R-8 UNITS/ACRE: 3.65



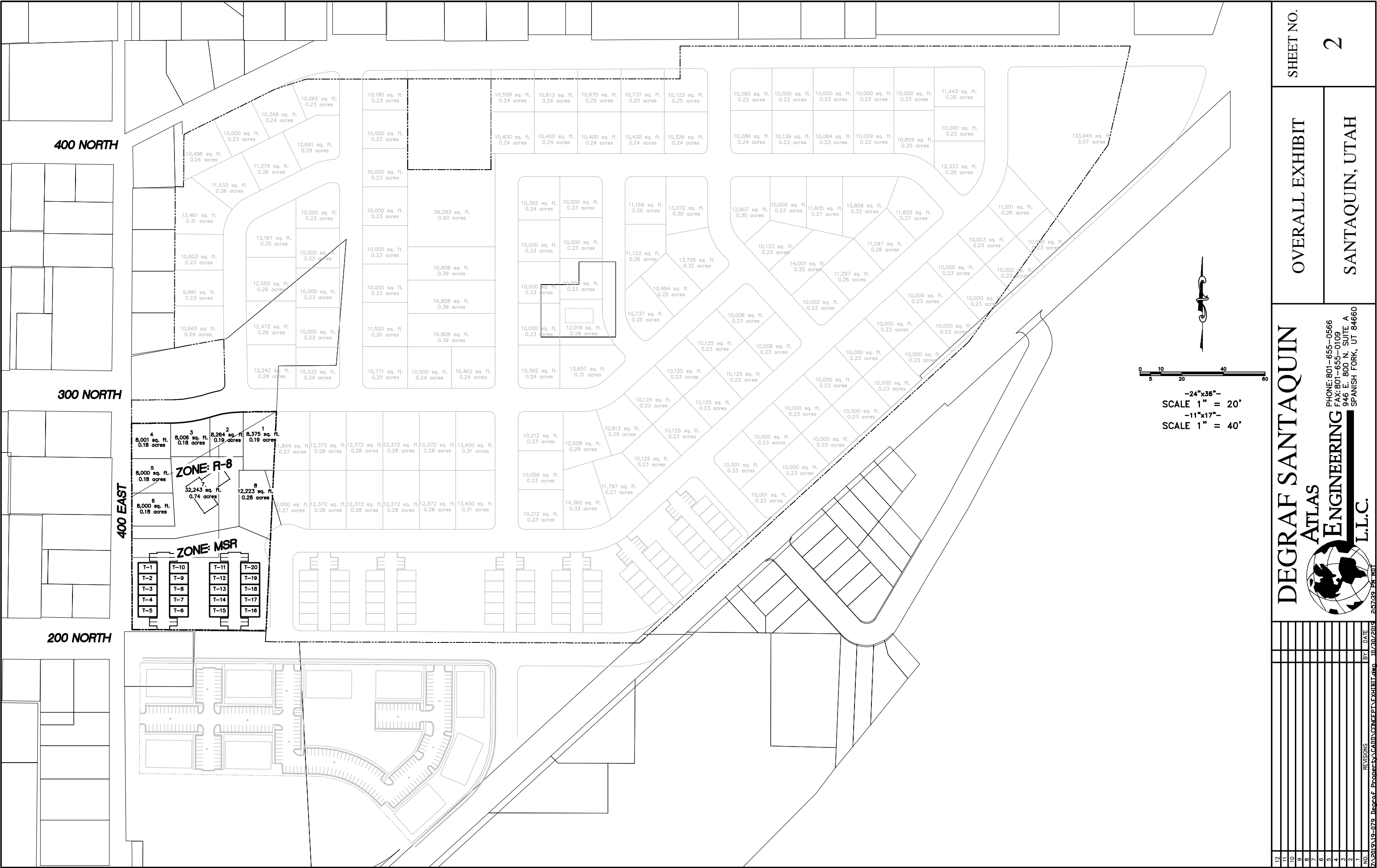
300 NORTH

200 NORTH

400 EAST



SHEET NO. 1																																																					
ZONING EXHIBIT SANTAQUIN, UTAH																																																					
DEGRAF SANTAQUIN ATLAS ENGINEERING L.L.C. PHONE: 801-655-0566 FAX: 801-655-0109 946 E. 800 N. SUITE A SPANISH FORK, UT 84660																																																					
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DEGRAF SANTAQUIN



PHONE: 801-655-0566
FAX: 801-655-0109
946 E. 800 N. SUITE A
SPANISH FORK, UT 84660

ATLAS
ENGINEERING
L.L.C.

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REVISIONS
BY DATE

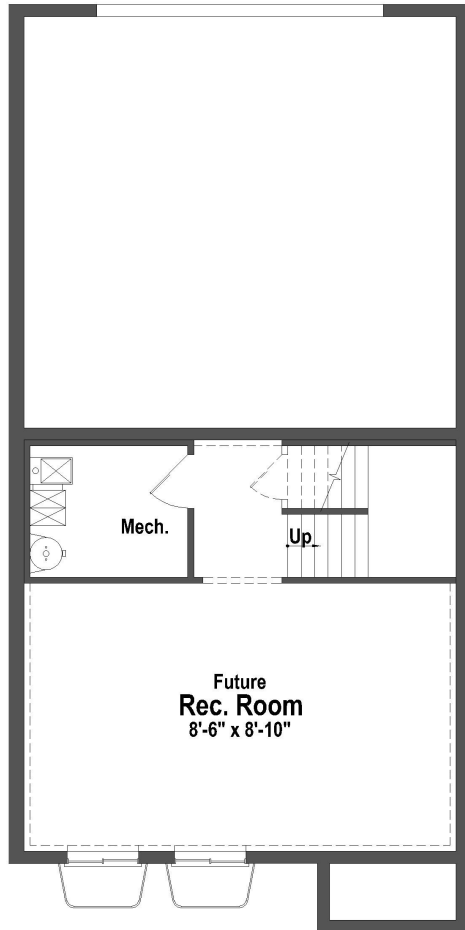
OVERALL EXHIBIT

SANTAQUIN, UTAH

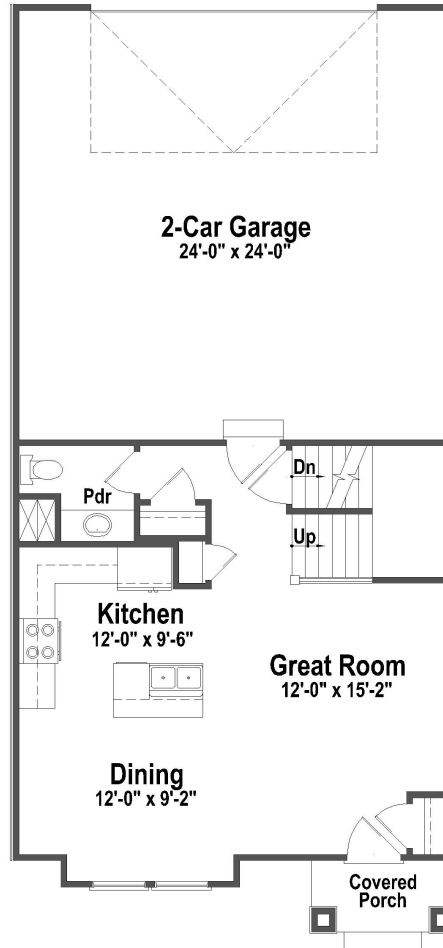
SHEET NO. 2



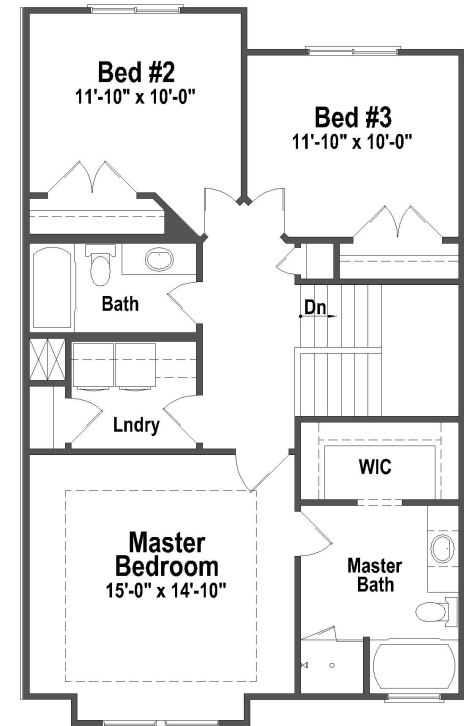
Heelis Farm Townhomes
Santaquin, Utah



Basement Floor Plan
608 sq. ft.



Main Floor Plan
602 sq. ft.



Second Floor Plan
884 sq. ft.

Heelis Farm Townhomes
Santaquin, Utah



Heelis Farm Townhomes

Santaquin, Utah

ORDINANCE NO. 11-04-2019

AN ORDINANCE EXTENDING THE TIMEFRAME FOR A CONDITIONAL REZONE WHICH WOULD AMEND THE ZONING MAP OF SANTAQUIN CITY, MORE SPECIFICALLY, APPROVING THE REZONING OF APPROXIMATELY 233 ACRES OF PROPERTY FROM AGRICULTURE ZONE (Ag) AND RESIDENTIAL AGRICULTURE ZONE (R-Ag) TO SINGLE FAMILY R-10 WITH A PLANNED UNIT DEVELOPMENT DESIGNATION (PUD) AND INTERCHANGE COMMERCIAL (C-1), PROVIDING SEVERABILITY AND AN EFFECTIVE DATE FOR THE ORDINANCE.

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

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

WHEREAS, the City and property owner recognizes that there are currently sewer and water service constraints that limit development of the property until significant off-site improvements have been completed; and

WHEREAS, the City acknowledges that extensive work has been done on the site and that the property owner is making significant progress in preparing plans for the development; and

WHEREAS, the Santaquin City Planning Commission held a public hearing during their November 13, 2018 meeting, which hearing was preceded by the posting of public notice in at least three public places within the City limits of Santaquin City, and which notice of public hearing was published in the Payson Chronicle Newspaper 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 positive recommendation to the City Council for approval of the rezoning with conditions; and

WHEREAS, the City Council desires to amend the Official Zoning Map of Santaquin City, more specifically the rezoning of approximately 233 acres of land from Agriculture (Ag) and Residential Agriculture (R-Ag) to single family R-10 with a Planned Unit Development Designation (PUD) and Interchange Commercial (C-1) which is located at approximately 648 North State Route 198 if conditions are met;

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

Section I.

Subject to the execution of a development agreement between Santaquin City and South Valley Holdings, LLC on or before November 20, 2020 which covers the subject property which consists of approximately 233 acres. The official zoning map of the City will be amended such that approximately 233 acres of land from Agriculture (Ag) and Residential Agriculture (R-Ag) to single

family R-10 with a Planned Unit Development Designation (PUD) and Interchange Commercial (C-1) as illustrated on the attached map labeled as Exhibit A, which by this reference is made part hereof this ordinance.

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, November 20, 2019. 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 19th day of November, 2019.

Kirk Hunsaker, Mayor

Councilmember Elizabeth Montoya	Voted ____
Councilmember Lynn Mecham	Voted ____
Councilmember Keith Broadhead	Voted ____
Councilmember Nick Miller	Voted ____
Councilmember Chelsea Rowley	Voted ____

ATTEST:

K. Aaron Shirley, City Recorder

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, K. AARON SHIRLEY, 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 19th day of November, 2019, entitled

“AN ORDINANCE EXTENDING THE TIMEFRAME FOR A CONDITIONAL REZONE WHICH WOULD AMEND THE ZONING MAP OF SANTAQUIN CITY, MORE SPECIFICALLY, APPROVING THE REZONING OF APPROXIMATELY 233 ACRES OF PROPERTY FROM AGRICULTURE ZONE (Ag) AND RESIDENTIAL AGRICULTURE ZONE (R-Ag) TO SINGLE FAMILY R-10 WITH A PLANNED UNIT DEVELOPMENT DESIGNATION (PUD) AND INTERCHANGE COMMERCIAL (C-1), 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 19th day of November, 2019.

K. AARON SHIRLEY
Santaquin City Recorder

(SEAL)

AFFIDAVIT OF POSTING

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, K. AARON SHIRLEY, City Recorder 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 19th day of November, 2019.

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.

K. AARON SHIRLEY
Santaquin City Recorder

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by K. AARON SHIRLEY.

My Commission Expires:

Notary Public

Residing at: Utah County



SOUTH VALLEY HOLDINGS LLC.

FAMILY-ORIENTED COMMUNITY



RURAL SETTING



OUTDOOR RECREATION



Mission

A LIVE-PLAY COMMUNITY

GreyCliffs is a new community development that seeks to provide a live- play environment, focused on enriching residents quality-of-life, through providing recreational, and youth education opportunities.

This community offers many recreational opportunities for all experience levels. As well as, educational opportunities and engaging activities for youth. These amenities and opportunities include:

Amenities include:

- Pedestrian walking trails
(Youth Botany trail)
- Equestrian trails
- Mountain Biking trails
- Community Open Space
- Playgrounds
(Youth Nature Play Area)
- Picnic areas
- Trailhead access

Values



FAMILY-ORIENTED COMMUNITY

- 3 development Typologies
- All Ages and Dynamics



OUTDOOR RECREATION

- 10 Miles Mountain Trails
- 3 Trailheads
- XX acres Community Open Space
- Connects to a East Side Park



RURAL SETTING

- Pristine Valley Views
- Adjacent Natural Area

PART 1 : TRAILS & NATURAL OPEN SPACE

RURAL SETTING

OUTDOOR RECREATION

PROJECT INTRO

PROJECT OBJECTIVES

- A. User Experience
- B. Trail Sustainability
- C. Multi- Use

TRAILS OPPORTUNITIES

CONCEPT PLAN

TRAIL TYPE & INDEX

TRAIL HEAD VISUALIZATION & PROGRAM ELEMENTS

PEDESTRIAN PATH & COMMUNITY OPEN SPACE

YOUTH ACTIVITY CENTERS

PART 2 : ARCHITECTURE & AMENITIES

DIVERSE COMMUNITY

AMENITIES

DEVELOPMENT TYPOLOGIES

OPEN SPACE CONNECTIONS

EAST SIDE PARK IMPROVEMENTS

APPENDIX: CITY CODE SPECIFICATIONS

PROJECT NOTES



PART 1 : TRAILS & NATURAL OPEN SPACE





PART 1: TRAILS INTRO

The Santaquin Development Trails Plan designates new trails and trail access to facilitate user experience among a varied user base. This trail system addresses the desire and for mountain bike trails while similarly facilitating recreation for hikers and equestrian users. There are multiple routes that are singular to a specific use and express varying levels of difficulty.

This project is focused on creating a permeable live-play environment through creating access points to biking, hiking, and equestrian trails within open spaces throughout the developed area. A variety of trail types and effective wayfinding signage is constructed to promote this relationship, maintain user safety, and accommodate all user skill levels.

****This document and all containing work is purely conceptual and offers broad ideas about the appearance, placement, and type of trails and trailheads. More detailed work is needed.**

PART 1 : PROJECT OBJECTIVES

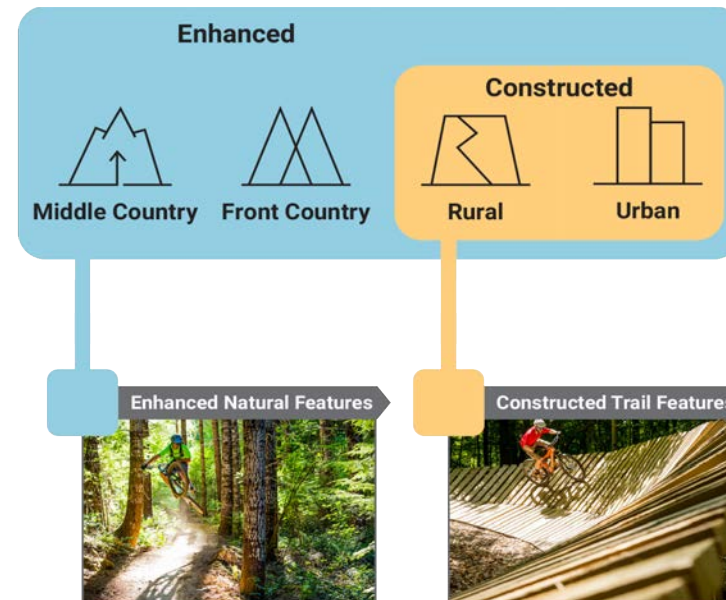


A: USER EXPERIENCE

Biking, Hiking, and Equestrian trails are constructed to accommodate varying levels of difficulty, variety, and experience.

The level of PLAY, or interactive experience, distinguishes Bike trails from those of other users; hikers, and equestrian. To accommodate an interactive user experience for all user types, multi-level trails are proposed. These trails will be at differing elevations, and differing experience levels. Specific to bike users, potential feature trails are included of similar variability.

(See reference diagram below from 'Guidelines for a Quality Trail Experience.')



PART 1 : PROJECT OBJECTIVES



B: TRAIL SUSTAINABILITY

An integral part of this trails plan is to create diverse user experiences, and create sustainable trails that maintain the experience and trail viability long-term. There are three levels of sustainability:

1. Environmental
Maintain protection of resources surrounding new and existing trails.
2. Social
Create and maintain user experience across all experience levels.
3. Economic
Create a long term maintenance plan for the city, or community.

PART 1 : PROJECT OBJECTIVES



C: MULTI-USE

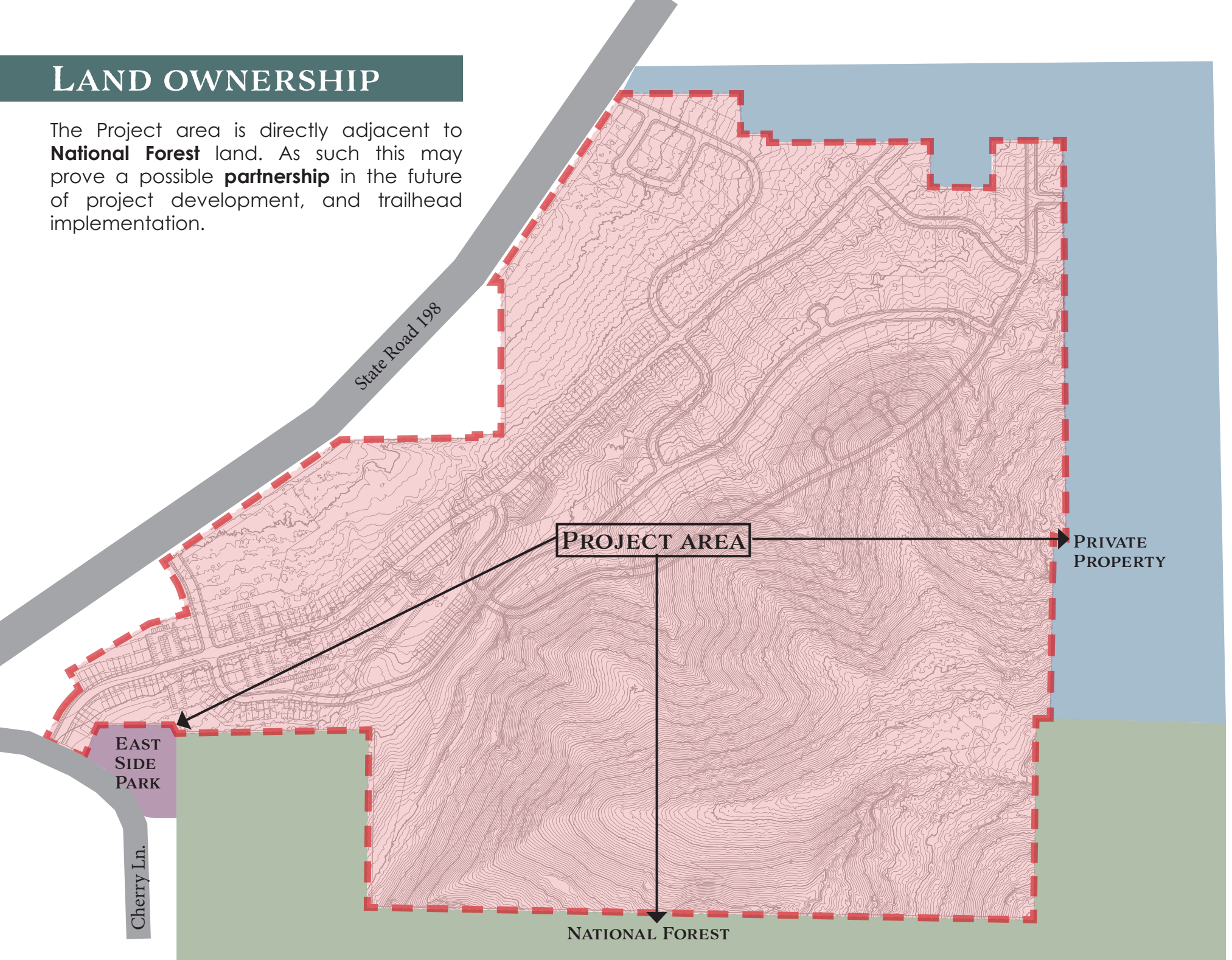
The focus of this trail plan is not only to create user experience but to facilitate multiple users. As such, **three** types of trails are included:

1. Bike only uni/bi-directional
2. Hoof & Boot trails
3. Shared Use (all users)

These three trail types will accommodate all users at varying skill level.

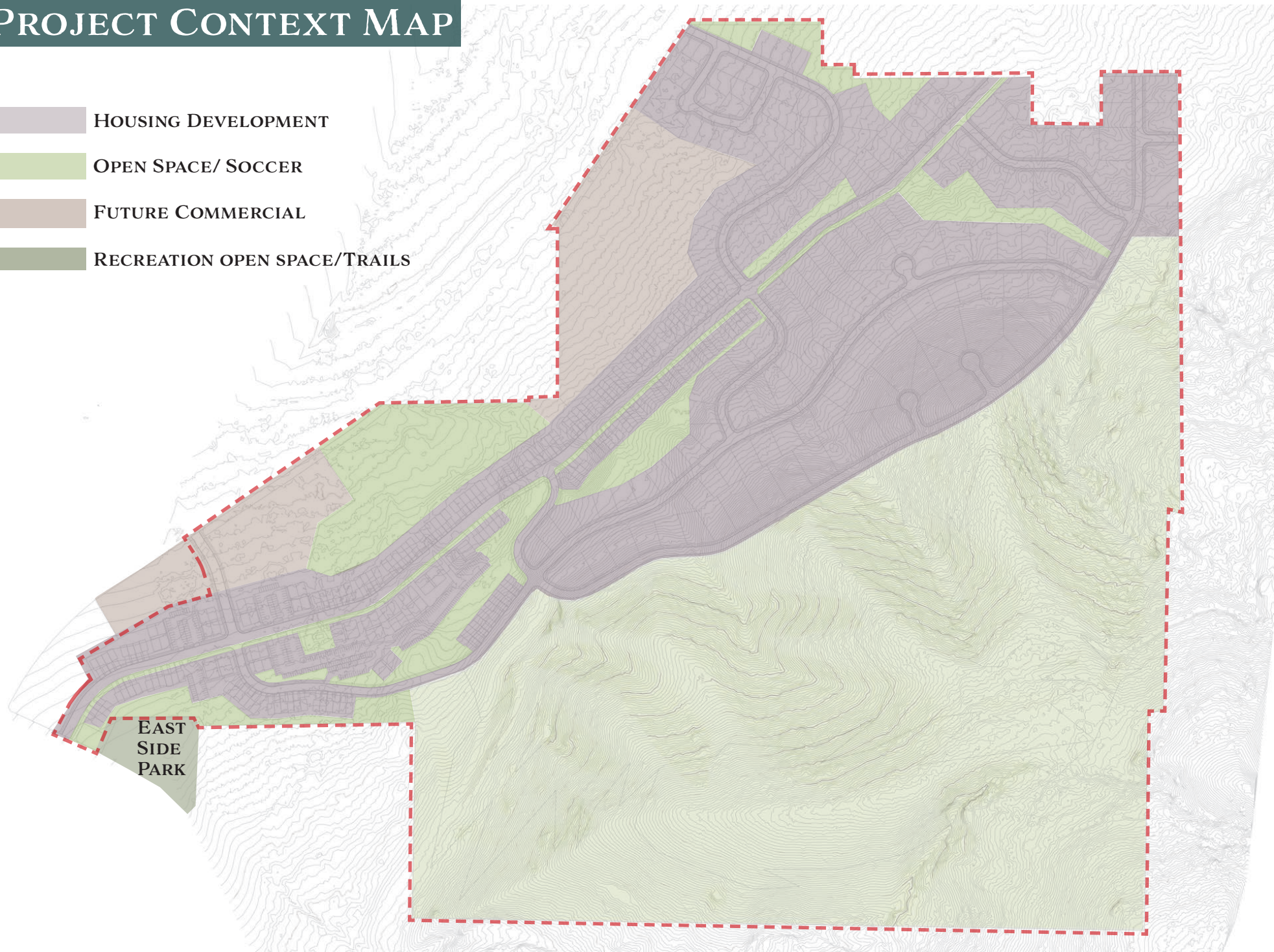
LAND OWNERSHIP

The Project area is directly adjacent to **National Forest** land. As such this may prove a possible **partnership** in the future of project development, and trailhead implementation.



PROJECT CONTEXT MAP




-  HOUSING DEVELOPMENT
-  OPEN SPACE/ SOCCER
-  FUTURE COMMERCIAL
-  RECREATION OPEN SPACE/TRAILS



TRAILS CONCEPT PLAN

Proposed 10.51 miles

TRAIL DEFINITIONS

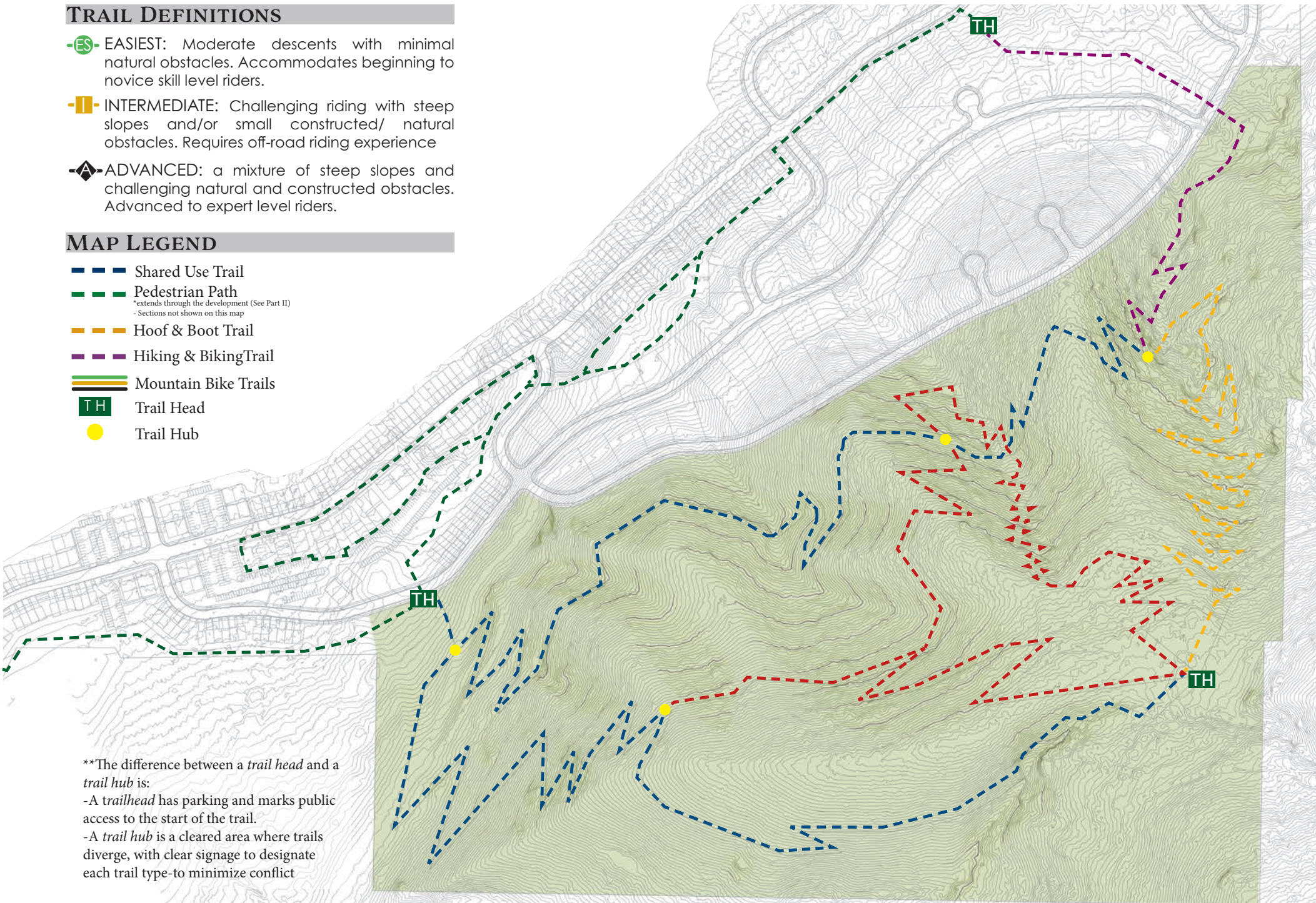
-  **EASIEST:** Moderate descents with minimal natural obstacles. Accommodates beginning to novice skill level riders.
-  **INTERMEDIATE:** Challenging riding with steep slopes and/or small constructed/ natural obstacles. Requires off-road riding experience
-  **ADVANCED:** a mixture of steep slopes and challenging natural and constructed obstacles. Advanced to expert level riders.

MAP LEGEND

-  Shared Use Trail
-  Pedestrian Path
*extends through the development (See Part II)
- Sections not shown on this map
-  Hoof & Boot Trail
-  Hiking & Biking Trail
-  Mountain Bike Trails
-  Trail Head
-  Trail Hub

**The difference between a *trail head* and a *trail hub* is:

- A *trailhead* has parking and marks public access to the start of the trail.
- A *trail hub* is a cleared area where trails diverge, with clear signage to designate each trail type-to minimize conflict



MULTI- USE TRAIL VISUAL CONCEPT

A Shared Use or Multi-Use trail supports multiple recreation opportunities: Hikers, Bikers, Trail runners, Equestrian, etc. It is a wide, evenly graded trail with low slope change.

TRAIL INDEX

User/ Type: Multi-Use / Looped

Difficulty: Easy

TRAIL OBJECTIVE

Trails that facilitate Hikers, Bikers, and Equestrian in a looped system supporting community/ open space permeability. A landscaped trail supporting native vegetation.

TRAIL REQUIREMENTS

The shared use trail is part of a larger looped system and accommodates all user types, therefore these trails will be landscaped and feature natural rock features, as well as

- 1) large enough to accommodate all users and,
- 2) create clear designations for each user.

The separation of uses will minimize and potential conflict between Equestrian and Mountain Bike users.

PLANT LIST

All proposed plants are low growing, native (hardy).



Bitterbrush
Purshia tridentata

**Native and Existing but toxic to horses*



Rubber Rabbitbrush
Ericameria nauseosa



Wild Geranium
Geranium viscosissimum



Utah Juniper
Juniperus osteosperma



Rocky Mountain Penstemon
Penstemon strictus



Globemallow
Sphaeralcea grossulariaefolia



Prairie Aster
Machaeranthera tanacetifolia



Apache Plume
Fallugia paradoxa



TOTAL DISTANCE



1.55 Miles

YOUTH ACTIVITY CENTER 1

UTAH NATIVE TRAIL

The shared use hiking, biking, and equestrian trail presents an additional **educational opportunity** for youth. This is a landscaped trail, with plants specific to the micro-environment of the area; **native, drought tolerant plants**. This landscaping is an opportunity to teach youth about the environment specific to them.

The use specification of this trail also presents the opportunity for youth to learn **animal safety** as well as **trail safety**; how to be conscious of their surroundings and others around them.

PLANT IDENTIFICATION



STEWARDSHIP



TRAIL SAFETY



OPPORTUNITIES

- Youth Learning
- Environmentally sustainable

CHALLENGES

- Maintenance

*City owned/HOA owned/managed



MOUNTAIN BIKE TRAIL VISUAL CONCEPT

A trail constructed to BE an experience through constructs meant to challenge its riders-at various skill levels.




TRAIL INDEX

User/ Type: Mountain Biking/ Downhill

TRAIL OBJECTIVE

Trails that create an experience through 'trail features' and accommodate multiple skill levels, such features may include: berms, ramps, rollers, etc.

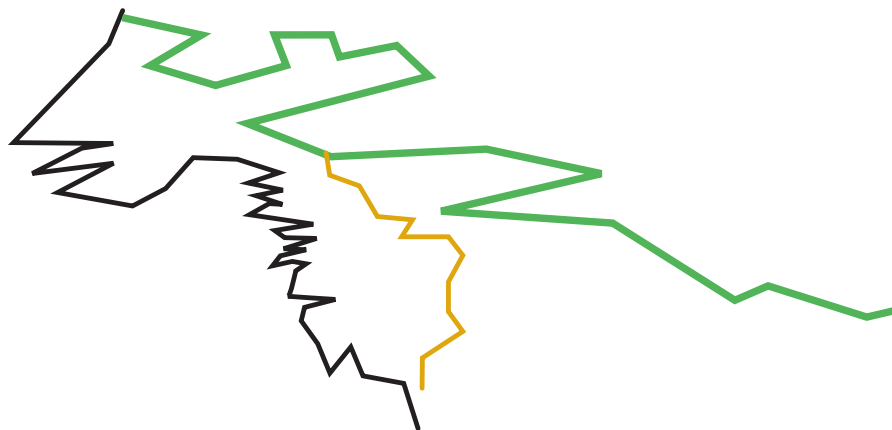
TRAIL DIFFICULTY *see trail map

-  **EASIEST:** Moderate descents with minimal natural obstacles. Accommodates beginning to novice skill level riders.
-  **INTERMEDIATE:** Challenging riding with steep slopes and/or small constructed/ natural obstacles. Requires previous off-road riding experience
-  **ADVANCED:** a mixture of steep slopes and challenging natural and constructed obstacles. Advanced to expert level riders.

TRAIL REQUIREMENTS

These trails, despite skill level, are focused on user experience, and as such contain a set of constructed 'features' natural or otherwise. These 'features' may include but are not limited to: anchors, rollers, rock gardens, berms.

TOTAL DISTANCE



1.19 Miles

.531 Miles

.69 Miles



MOUNTAIN BIKE TRAIL VISUAL CONCEPT

EASIEST



INTERMEDIATE



**NOT a suggested planting palette

ADVANCED



Trail Experience photos from 'Guidelines for a Quality Trail Experience'

HOOF & BOOT TRAIL VISUAL CONCEPT

A wide tread trail designed specifically for the use of horses and pedestrians. These trails are often part of a larger looped system to create a quality experience for targeted users.

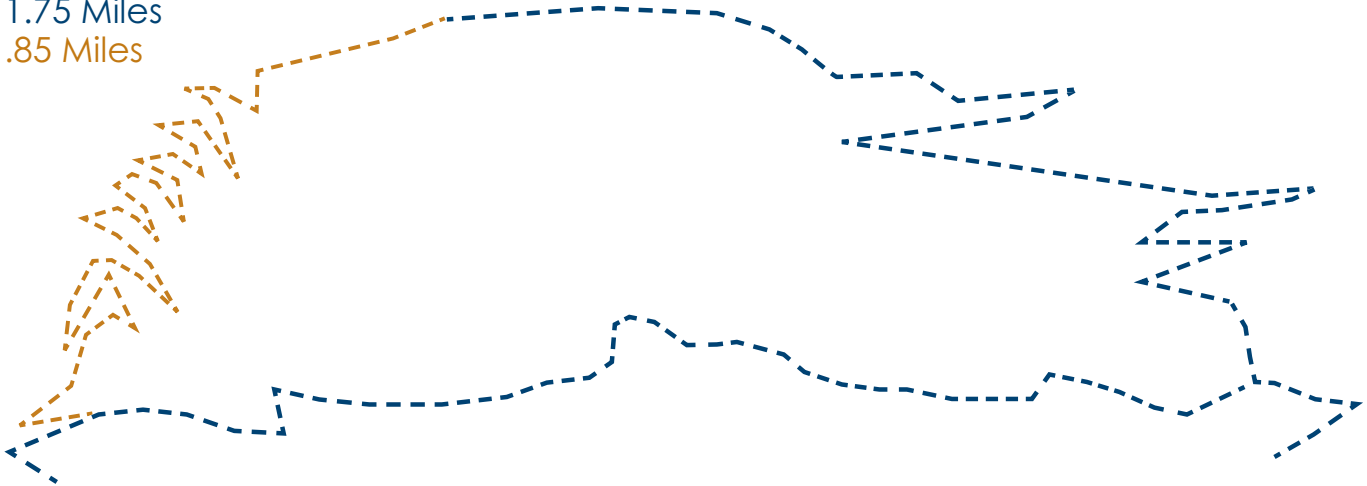
*Exclusively for Equestrian and Pedestrian use-> no Mountain Bikes

TRAIL INDEX	
User/ Type: Hoof and Boot/ Two-way	Difficulty: Easy/Moderate
TRAIL OBJECTIVE	
A Hiker and Equestrian trail only that connects to multi-use trails to create an extensive loop to support equestrian user experience	
TRAIL REQUIREMENTS	
This trail type is specific to horses and hikers, therefore the trail needs to be: <ol style="list-style-type: none"> 1) 8-10' Wide 2) Evenly graded and, 3) Use natural materials (cleared dirt path). These requirements will minimize strain to both equestrian and pedestrian users and facilitate a seamless interaction.	



TOTAL DISTANCE: 2.6 MILE LOOP

1.75 Miles
.85 Miles



LOWER TRAIL HEAD (2)

REQUIREMENTS:

NORTH

- Parking for 15-20 cars
- Trail Kiosk map
- Bike racks
- Bike maintenance area
- Drinking Fountain w/ dog fountain
- Picnic Tables

SOUTH

- Parking for 10-15 cars
- Trail Kiosk map
- Bike racks
- Bike maintenance area
- Drinking Fountain w/ dog fountain
- Picnic Tables

Precedent Trail Entrance & Signage



Precedent Bike Maintenance



TRAIL HEAD LOCATION



UPPER TRAIL HEAD

REQUIREMENTS:

- Parking 20-25 cars
- Looped access for truck and trailers
- Horse Trailer loading/unloading
- Horse corral/ holding area
- Trail map and Type designation
- Pavilion
- Picnic Tables

**NO WATER-> limits developed uses

TRAIL HEAD LOCATION



Precedent Parking:

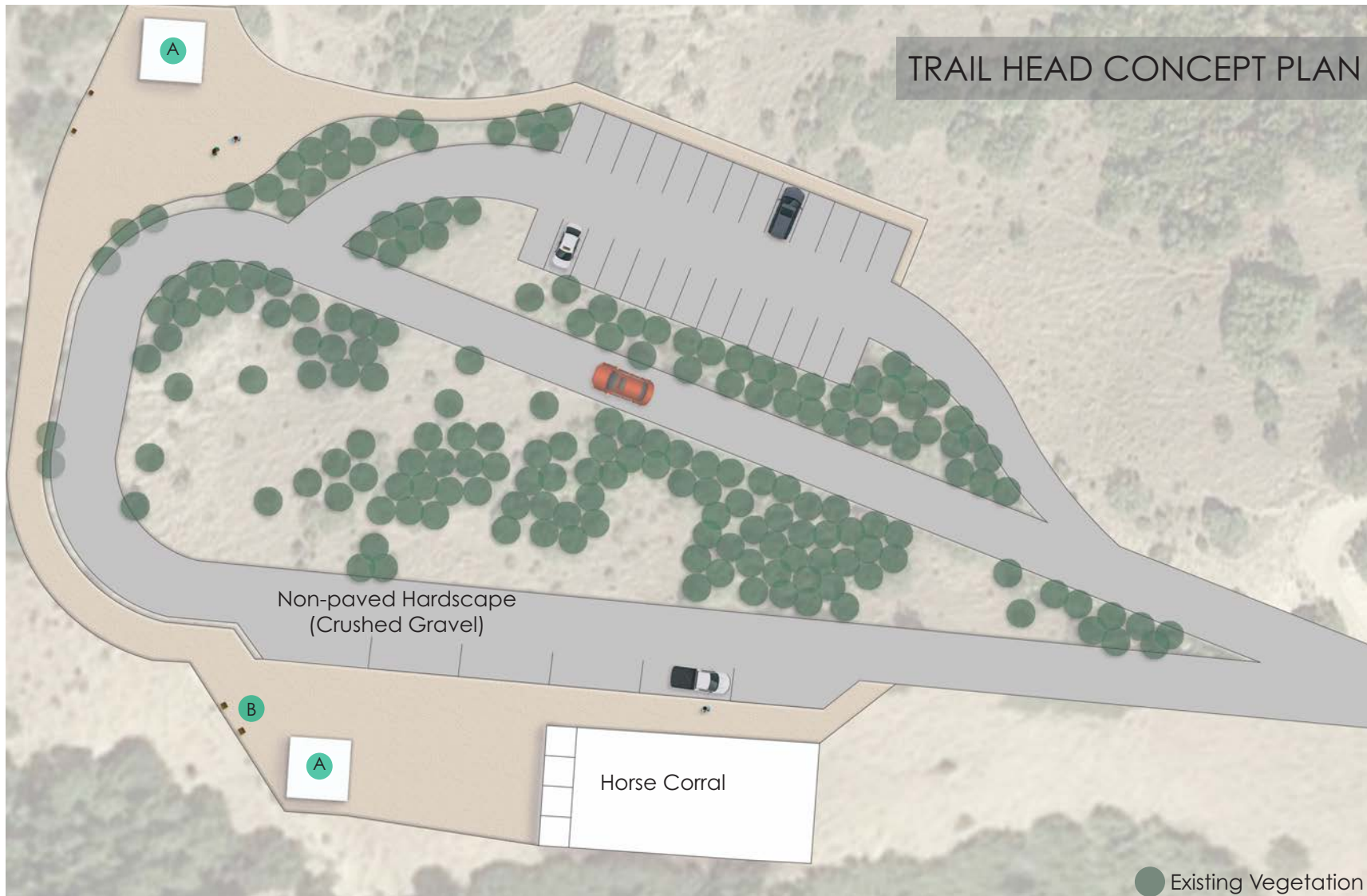


Precedent Equestrian Loading/Unloading/Holding Area:



Precedent Trail Entrance & Signage





A PAVILION



B TRAIL CONNECTION



10+ MILES
OF TRAILS



EQUESTRIAN
& H I K E R S

MULTI-USE
EXPERIENCE



MOUNTAIN BIKERS

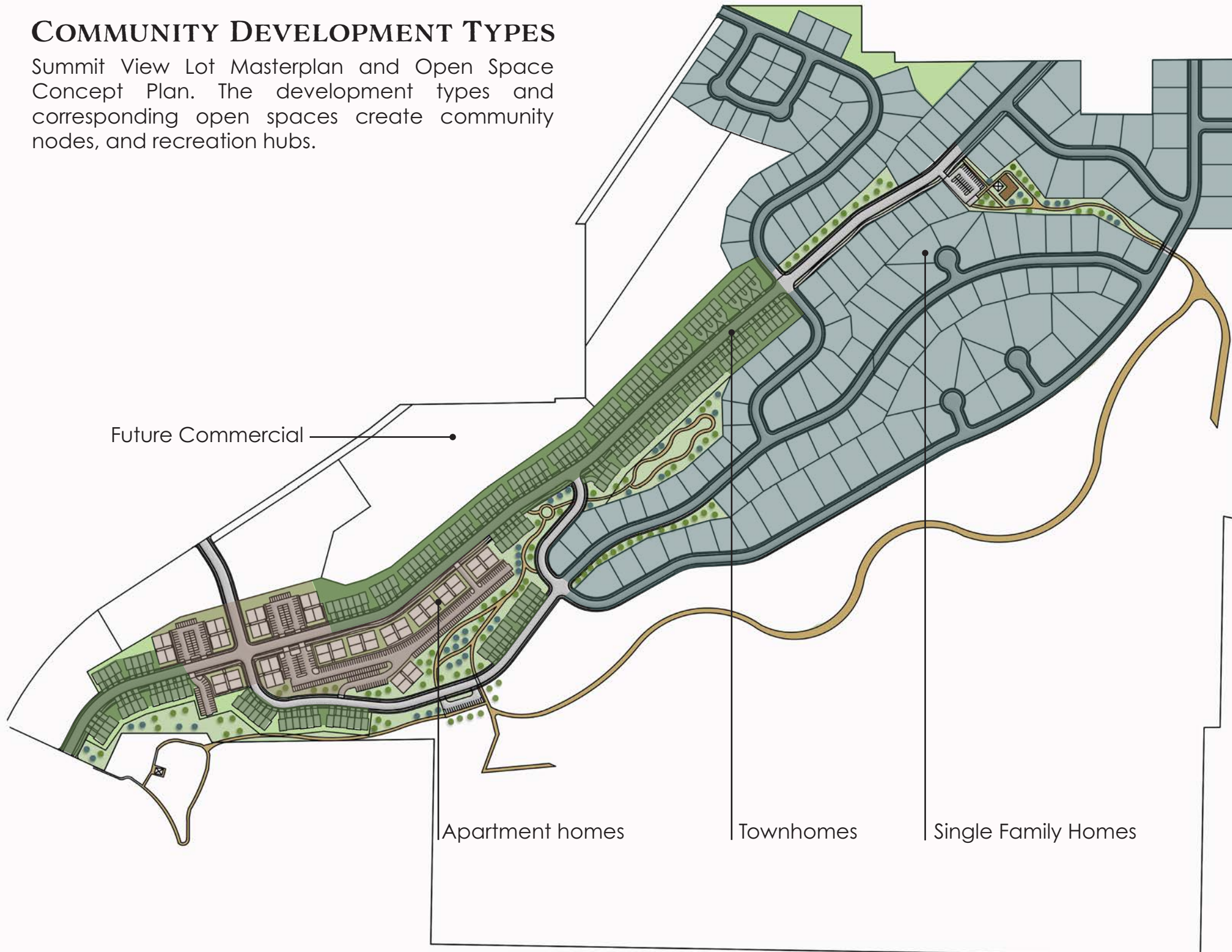


PART 2 : ARCHITECTURE & AMENITIES

SOUTH VALLEY HOLDINGS LLC.

COMMUNITY DEVELOPMENT TYPES

Summit View Lot Masterplan and Open Space Concept Plan. The development types and corresponding open spaces create community nodes, and recreation hubs.



DEVELOPMENT TYPES

APARTMENT HOMES

**Architectural Precedents ONLY

TOWNHOMES

**Architectural Precedents ONLY

SINGLE FAMILY HOMES

**Architectural Precedents ONLY

ESTATE HOMES

**Architectural Precedents ONLY

APARTMENT HOMES



- Mountain Style Architecture
- Natural Materials and Color Palette
- Oriented toward Mountain Views
- Access to Trailheads, Walking Paths, and Open Space



TOWNHOMES

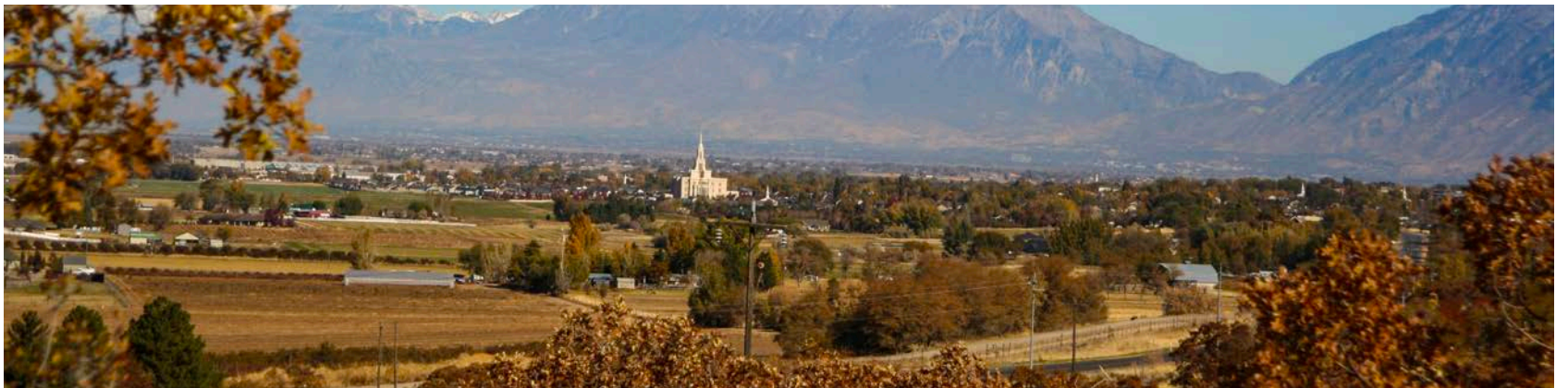


- Mountain Style Architecture
- Natural Materials and Color Palette
- Access to Trailheads, Walking Paths, and Open Space
- Front Loading 2-car Garage



SINGLE FAMILY HOMES

- Mountain Style Architecture
- Natural Materials and Color Palette
- Access to Trailheads, Walking Paths, and Open Space
- Utilizes natural grade & Optimizes views



**Architecture not restricted in CCNR's

ESTATE HOMES



- Mountain Style Architecture
- Natural Materials and Color Palette
- Access to Trailheads, Walking Paths, and Open Space
- Utilizes natural grade & Optimizes views



**Architecture not restricted in CCNR's

OPEN SPACE



PEDESTRIAN PATH

A wide tread, landscaped, paved trail facilitating pedestrian and bike traffic, through a community.

TRAIL INDEX

User/ Type: Pedestrian Path

Difficulty: Easy

TRAIL OBJECTIVE

A connection between North and South Trail heads transversing the community open space areas; creates activity centers within the developed are and facilitates bike access to public trails through directly adjacent open space.

TRAIL REQUIREMENTS

This trail type is available to pedestrians and bike riders. As such it needs to be

- 1) 6' wide and paved
- 2) Separated for designated use (bike lane)
- 3) Landscaped, and
- 4) Sufficiently lit using noninvasive diffused light (solar powered)

PLANT LIST

All proposed plants are native (hardy), or water-wise.



Whirling Butterflies
Gaura lindheimeri



Coneflower
Echinacea purpurea



Day Lily
Hemerocallis 'Stella de Oro'



Blanket Flower
Gaillardia aristata



London Plane
Platanus acerifolia



Blue Oat Grass
Helictotrichon sempervirens



Blue Fescue
Festuca Glauca



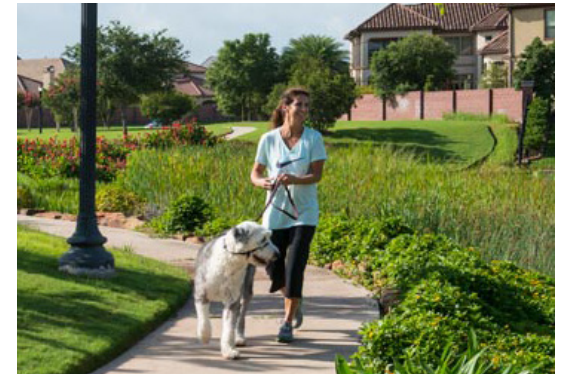
Feather Reed Grass 'Karl Forester'
Calamagrostis x acutiflora



Blue Spruce
Picea pungens

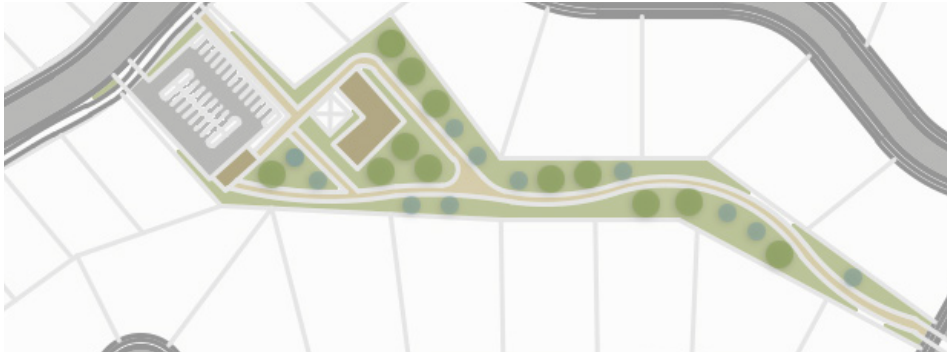


Japanese Zelkova
Zelkova serrata



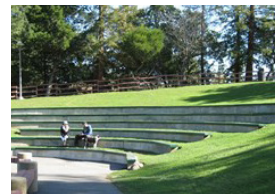
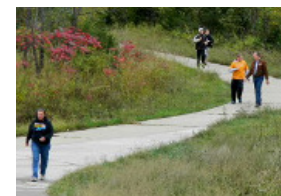
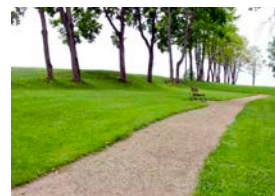
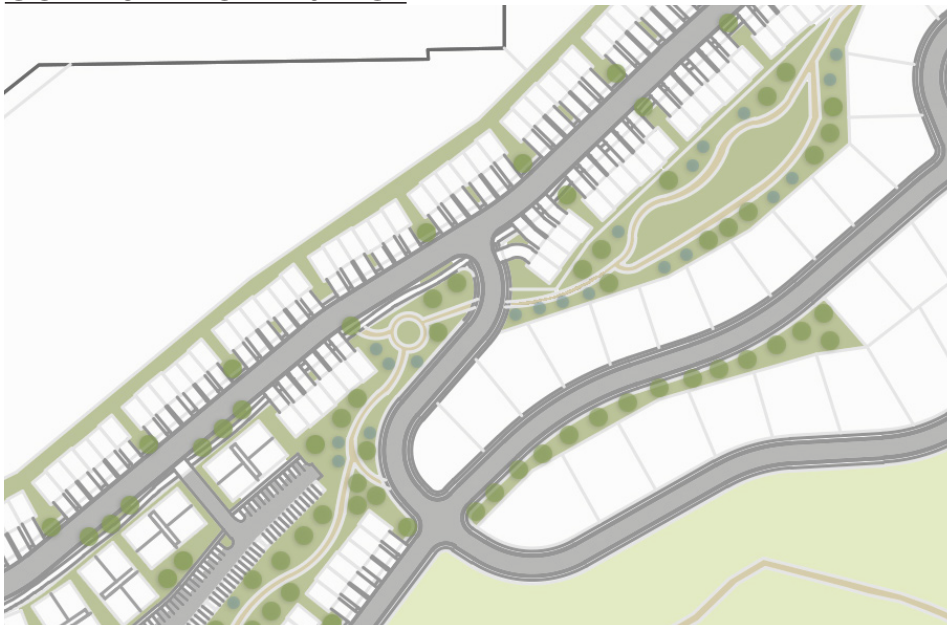
PEDESTRIAN PATH CONCEPT PLAN

LOWER NORTH TRAIL HEAD



- Landscaped (natural and manicured)
- Parking 20-30 stalls
- NO Equestrian access
- Bikers and Pedestrians only
- Pavilion & Playground

COMMUNITY OPEN SPACE



- Landscaped
- Natural / Gravel paths
- Bike and pedestrian use only
- Opportunities for community activities (i.e. Tot lots, amphitheater, natural play etc.)

LOWER SOUTH TRAIL HEAD



- Natural Landscaping
- Parking 10-15 stalls
- Equestrian loading/unloading
- Direct trail access

YOUTH ACTIVITY CENTER 2

NATURE PLAY & LEARNING AREA

The **community open space** within the developed project area provides an **opportunity** to create adventure areas for youth. These areas may include amenities such as natural playgrounds, and climbing features; amenities that allow youth the chance to explore and interact with nature. This sparks creativity and imagination, and promotes **Health and Wellness**.



CREATIVITY



HEALTH & WELLNESS



APPENDIX: CITY CODE SPECIFICATIONS

ARTICLE Q. HILLSIDE DEVELOPMENT OVERLAY ZONE

10-7Q-5: OPEN SPACE AND LANDSCAPING REQUIREMENTS

- A. Recreation Open Space: Each development within this zone is required to contain at least ten percent (10%) of the net developable acreage of the development in permanent recreation open space. The ten percent (10%) acreage must meet the following guidelines:
1. Such acreage must be nonencumbered except for utility easements or public uses.
 2. Sensitive areas may be considered toward the ten percent (10%) requirement if utilized for city approved public trails or park systems.
 3. Recreation open space must be improved by the developer. Improvements may include recreation activity areas, picnic pavilions, gazebos, water features, playgrounds, or privately maintained landscape areas or other elements as stipulated in an approved development agreement for the project.
 4. Recreation open space should be designated where bands of open space and contiguous recreation areas can be developed or expanded as abutting properties develop.
 5. Where a development will be constructed in phases, the amount of improved and dedicated recreation open space must always meet or exceed the required recreation open space minimum ratio for the entire development (e.g., if a development is required to have a total of 10 percent open space, then each phase of the development must include open space equal to at least 10 percent or more of the phase until the total required open space and improvements is provided).
 6. A maximum of fifty percent (50%) of the recreation open space may be utilized for storm drain detention or retention unless it is determined by the city that following this standard will significantly reduce the functionality and recreation potential of the property.
 7. Parking areas constructed solely for dedicated recreation areas may count toward the ten percent (10%) requirement.
 8. Where developments in this zone abut, include, or encompass trails, parks, or other public facilities outlined within the city's general plan or parks and recreation capital facilities plan, such amenities are to be provided and constructed by the developer. Any associated lands for these facilities will be counted toward the ten percent (10%) recreation open space requirement. Costs for installation of these facilities may be reimbursed to the developer in accordance with capital facilities plan schedules.

Complete: Trails
Conceptual Plan and
Trailheads

10-7Q-5: OPEN SPACE AND LANDSCAPING REQUIREMENTS

B. Required Development Landscaping: Where applicable, the following landscape plans are required. Such must be reviewed and approved by the city's development review committee and bonded for with developments in this zone. All plans required in this section shall be prepared by a landscape architect or engineer registered in the state of Utah. All plans shall be designed at a scale of one inch equals sixty feet (1" = 60') or larger.

1. Reclamation Plan: A reclamation plan shall be provided for any areas to be disturbed by development activities. This plan shall address remediation of any environmental contamination caused by the development, final grading and contouring of the site, slope stabilization around roads and lots, surface water diversions and impoundments, the provision of topsoil and subsoil where needed, and revegetation.

2. Common Area Landscape Plan: A landscape plan shall be provided for those portions of a development which will remain as common area. Such plan should incorporate pathways, gathering areas, common greens, year round aesthetics, shade trees, gardens, etc. A minimum of thirty five percent (35%) of the nonstructurally covered common areas should be shaded at vegetation maturity.

3. Landscaping Of Residential Lots:

a. Residential lots must have completely landscaped front yards and visible side yards prior to receiving a certificate of occupancy for a dwelling on such lot, where such yard areas are visible from a public or private street. Rear yards must meet fire department standards if not landscaped before occupancy.

b. Landscaping around homes need not be designed by a landscape architect or engineer, but shall meet guidelines for firewise protection and be approved by the city's fire department prior to occupancy of the home.

c. Any grading work associated with landscaping around the home must comply with section 10-7Q-8 of this article.

4. Nonresidential, Mixed Use Or Multi-Family Developments: Landscape plans shall meet firewise guidelines, grading standards in section 10-7Q-8 of this article, and the city's landscaping standards as found in chapter 15 of this title.

Pending: Met in future planning

10-7Q-5: OPEN SPACE AND LANDSCAPING REQUIREMENTS

C. General Open Space And Landscaping Standards:

1. Preservation, maintenance, and/or ownership of required and amenity open spaces or sensitive areas shall be accomplished by one or more of the following methods:

- a. Dedication of improved lands as a public park or parkway system if agreed to and accepted in writing by the city. However, the city shall be under no obligation to accept such dedication;
- b. Establishment and operation of a condominium project in compliance with the provisions of the condominium ownership act of 1963, title 57, chapter 8, Utah Code Annotated, 1953, as amended, which provides for the payment of common expenses for the upkeep of the common areas and facilities;
- c. Creation of a homeowners' association by which common areas shall be owned and maintained; or
- d. If open spaces are to remain in a natural state, then such must be owned, managed, administered, and maintained by Santaquin City, or a recognized land trust or conservancy, or any other entity or combination of entities, as approved by the city council and have conservation easements established to allow public access and enjoyment while preventing future development in such areas.

2. All open space areas must be accessible by emergency vehicles and personnel to protect and provide surveillance to improved properties and structures.

3. All required landscaping and maintenance systems pertinent to open space areas shall be installed prior to a certificate of occupancy being granted for any structures located on the property or within the phase in which the open space is located. Where landscaping can not be completed before October in the same year construction begins, a certificate of occupancy may be granted if a cash bond for completion of the landscaping is provided to Santaquin City. Bond amounts shall be determined by the city engineer consistent with the city development bonding regulations. Landscaping must be installed within six (6) months of bond posting weather permitting. (Ord. 09-05-2011, 9-21-2011, eff. 9-22-2011)

Pending: Addressed
in CCNR's

10-7Q-6: SENSITIVE AREA MITIGATION AND ANALYSIS

A. Mitigation: Sensitive areas may not be developed unless all potential hazards are effectively mitigated and it is demonstrated by the developer that the health, safety, and welfare of current or future residents of the city or their property, including those not within the development boundaries, is protected. Demonstration by the developer must include, but not be limited to, conducting of applicable analysis under subsection B of this section, providing documentation to the city of financial resources and their integrity for construction of any recommended mitigation facilities, and provision of city acceptable guarantees for any analysis recommended mitigation facilities.

B. Required Analysis: The following analysis shall be conducted prior to preliminary approvals being granted for any development covered under this zone. All costs of said studies shall be the sole responsibility of the applicant.

1. Flood And Watershed Protection Study: A flood and watershed protection study shall be prepared by a professional engineer, licensed in the state of Utah and approved by the city. Said study shall include: a) data and analysis concerning the possibility of future flooding and/or soil erosion in the project area; b) data and analysis concerning the potential effects of the development of the project on adjacent areas with respect to future flooding and/or soil erosion; and c) recommendations for the mitigation of potential adverse effects of flooding and/or soil erosion on the project and adjacent properties.

2. Geological Hazard Mitigation: A geological hazard assessment shall be conducted to identify and provide permanent mitigation for fault areas (including surface fault rupture hazards), rockfalls, debris flow/alluvial fan hazards, slope stability, and any other hazards which may be associated with or impact a subject property. A firm or individual with expertise/competence in this type of hazard assessment and licensed in the state of Utah must perform the work. The report must include, but not be limited to, a discussion of the geologic conditions, a description of the method of study including field investigation, alluvial fan investigation, estimates of debris volume and peak flow, hazard mitigation with a preferred mitigation recommendation, and any development or area limitations including recommended structure setbacks from hazard areas.

Complete: See section B

1/2. **Complete:** See Attached Report (CMT Engineering)
Section 1:

- Flooding and soil erosion
pg. 11 sec 4.7.4
- Effects of Development
pg. 17
- Mitigation
pg.16
- Geologic conditions
pg.4 sec 4.1-4.4
- Method of study & field investigation
pg. 1 sec1.2
- Alluvial fan investigation
pg. 11 sec 4.7.4
- Estimates of debris volume & peak flow
pg. 11 sec 4.7.4
- Hazard mitigation & preferred mitigation recommendation
pg. 15-16 sec 5
- Structure setbacks from hazard areas
pg. 15-16 sec 5

3. Wildlife Habitat And Corridors: Applicants shall submit each application for development to the Utah department of wildlife resources (DWR) for analysis of impacted wildlife and habitat areas. Development proposals must include mitigation strategies to address comments provided by the DWR.

Complete: See
Attached DWR Report

4. Wildland-Urban Interface Areas: Development proposals shall conduct an analysis of fire hazard due to proximity to natural open space areas. This study must be coordinated through the city, county, and federal lands fire officials. Recommendations from such study must address alteration of existing vegetation and/or topography and limitations on landscaping, home materials, structure spacing, fencing, and fire suppression techniques appropriate to the area.

Pending: Addressed
in CCNR's

C. Construction Of Protection Facilities: All recommendations from the studies required under this section must be followed and the resulting protection measures bonded for and constructed with a proposed development. Prior to the issuance of a building permit within a development, all required protection facilities must be constructed by the applicant and inspected by the city engineer and the person or entity which recommended the facility be built. Such construction and inspection costs, including any necessary acquisition of property, rights of way and/or easements, shall be the sole responsibility of the applicant.

Pending: Addressed
in CCNR's

D. Notification Of Potential Hazards: All items identified as potential hazards or sensitive areas through the above studies must be noted and illustrated on final development plans and plats. This shall include delineation of applicable areas of nondisturbance on parcels to be platted. (Ord. 09-05-2011, 9-21-2011, eff. 9-22-2011)

Hazard Areas Identified

- Sensitive species
(DWR Report) pg. 1
- Geologic hazards
(CMT Report)
appendix figure1-2,15

Pending: Final
Development plans

PROJECT NOTES

Commercial Access road on the McMullen property is pending Owner input.



Access to National Forest/ State(DNR) land is pending forest service approval, and needs to be negotiated with private property owners to the north.

