

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 5, 2019 in the Court Room, 275 W Main, upper level at 6:00 pm - 7:30pm (*Hard Stop Time Due to the General Election*)

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION/INSPIRATIONAL THOUGHT**
4. **DECLARATION OF ANY CONFLICT OF INTEREST**
5. **CONSENT AGENDA**
 - a. Minutes:
 1. October 15, 2019 – Council Meeting Minutes
 2. October 29, 2019 – Special Council Work Meeting Minutes
 - b. Bills:
 1. \$586,991.43
 - c. Consent Action Items:
 1. 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*)
6. **PUBLIC FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS**
 - a. Volunteer of the Month Award – Ted Roy
 - b. Payson Santaquin Chamber of Commerce – Business of the Month Award
7. **FORMAL PUBLIC HEARING**
8. **BUSINESS LICENSES**
9. **NEW BUSINESS & ADOPTION OF ORDINANCES AND RESOLUTIONS**
 - a. Discussion and Possible Action Regarding a Change Order to the Harvest View Sports Complex to Expand the Parking Area by Providing Additional Road Base
 - b. Discussion and Possible Action Regarding the Installation of Street Lights at the Intersection of Summit Ridge Parkway and US-6 Main Street
 - c. 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
 - d. Resolution 11-01-2019 – “A Resolution Requesting the Recertification of the Santaquin Justice Court”
 - e. Regional Transportation Plan Presentation – Mountainland Association of Governments (MAG)
10. **REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES**
 - a. Community Development Director Bond
 - b. City Engineer Beagley
11. **REPORTS BY MAYOR AND COUNCIL MEMBERS**
 - a. Council Members
 - b. Mayor Hunsaker
12. **EXECUTIVE SESSION** (May be called to discuss the character, professional competence, or physical or mental health of an individual)
13. **EXECUTIVE SESSION** (May be called to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property)

14. **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 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.

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|------------|--------------------------|-----|
| 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.

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|------------|--------------------------|-----|
| 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.

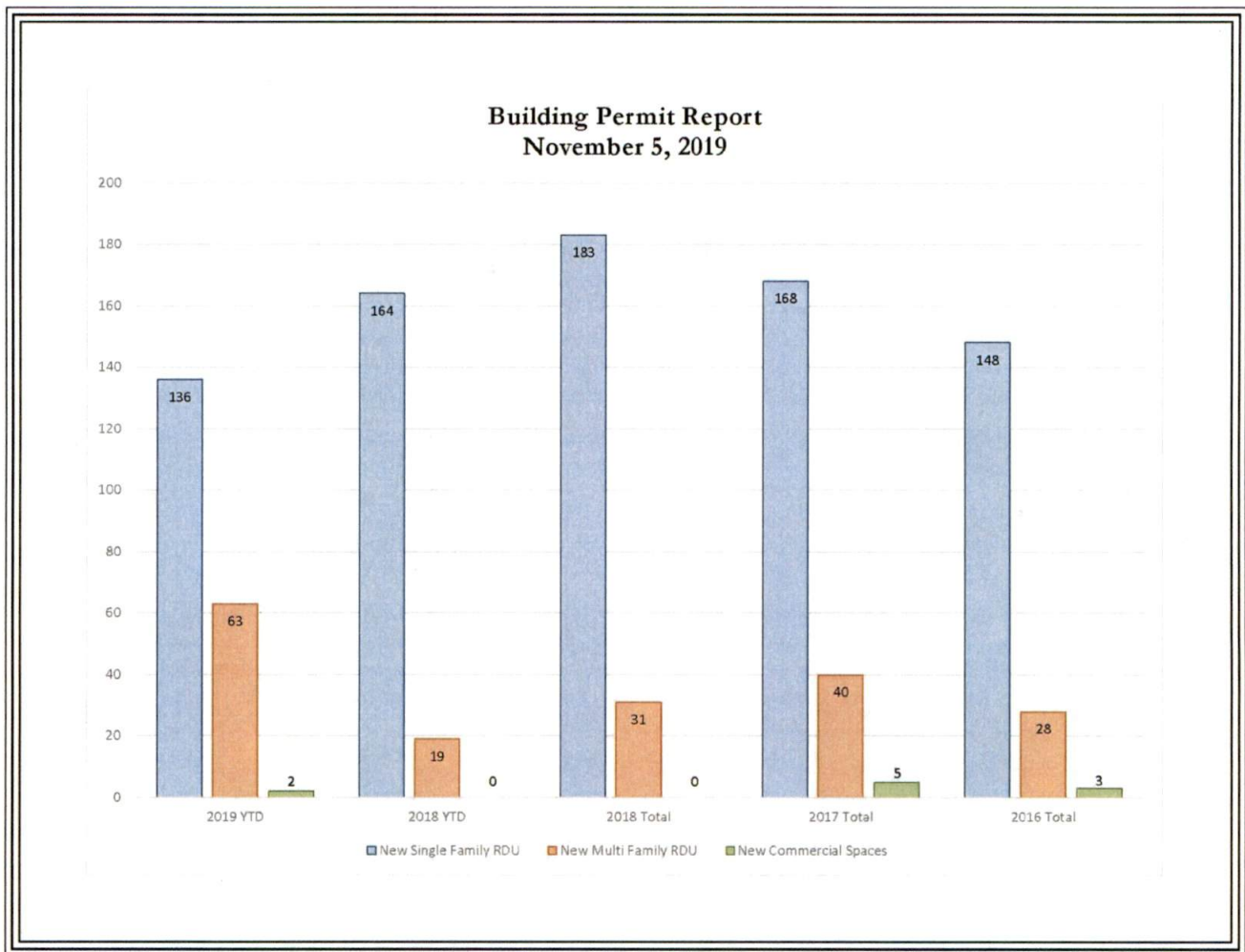
Payson-Santaquin Chamber of Commerce Award for business of the month was presented to Costco because they help the chamber provide food, drinks, and other supplies for community and chamber events. Julian Robinson accepted the award on behalf of Costco. Julian spoke and said she was hired when Costco 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.

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|------------|--------------------------|-----|
| 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:

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|--------------------------|-----|
| 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.

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| 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.

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|------------|--------------------------|-----|
| 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

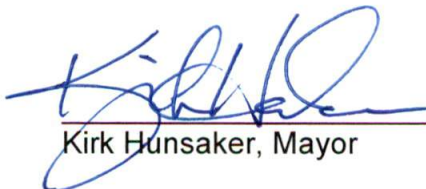
Council Member Rowley wanted to report that there will be a Shop-Small-O'Poly event put on by the Payson-Santaquin Chamber of Commerce for the month of November. You can get a game board and pieces at participating business, city offices, and the chamber office. There are great prizes and it's a great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

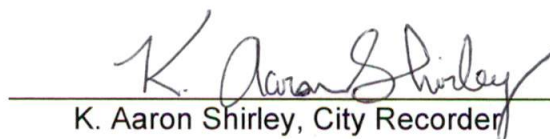
ADJOURNMENT

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

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|------------------------|-----|
| 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



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

Council Members Attending: Council Member Nicholas Miller, Council Member Betsy Montoya, Council Member Chelsea Rowley, Council Member Lynn Mecham, and Council Member Keith Broadhead (attended remotely via conference call).

Others City Officials Attending: City Manager Benjamin Reeves, Community Development Director Jason Bond, City Engineer Norm Beagley, City Attorney Brett Rich

PLEDGE OF ALLEGIANCE

Led by Bryan Mecham

INVOCATION/INSPIRATIONAL THOUGHT

John Bradley offered an invocation.

DECLARATION OF ANY CONFLICT OF INTEREST

Mayor Hunsaker stated that he is an employee of VanCon Construction and that his company does a number of projects in the city. He stated that there are perceptions that he may have a conflict of interest since he is an employee. However, he clarified that he is not involved in the selection process and work goes to the companies that do a quality job, in a timely manner, for a fair price. It is all about the city's fair bidding process and following proper laws and procedures. Mayor Hunsaker has no ownership in VanCon Construction.

CONSENT AGENDA

Minutes:

October 1, 2019 - Council Meeting Minutes

Bills:

\$1,108,232.58

Consent Action Items:

- Approval of an "Assignment of the Ahlin Annexation Development Agreement to D.R. Horton"
- Approval of an Out of State Training/Travel Request for Cpl. Rich Glenn (FEMA Training)
- Ordinance 10-05-2019 "An Ordinance Repealing Title 2 Chapter 8: Senior Citizens Board"

Council Member Broadhead asked about a \$500,000 payment to Bennett Construction since the project was still incomplete and asked staff how far the project had progressed. City Engineer Beagley responded that the contractor was very close to being done. Council Member Broadhead asked if we could withhold payment until the project was finished and City Engineer Beagley clarified that said funds are to cover invoices from work associated with the project that was already completed in months prior and not the current work being done on the project. The final billing from Bennett has not been submitted and the city retains funds for the work yet to be completed. This explanation resolved Council Member Broadhead's concern.

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

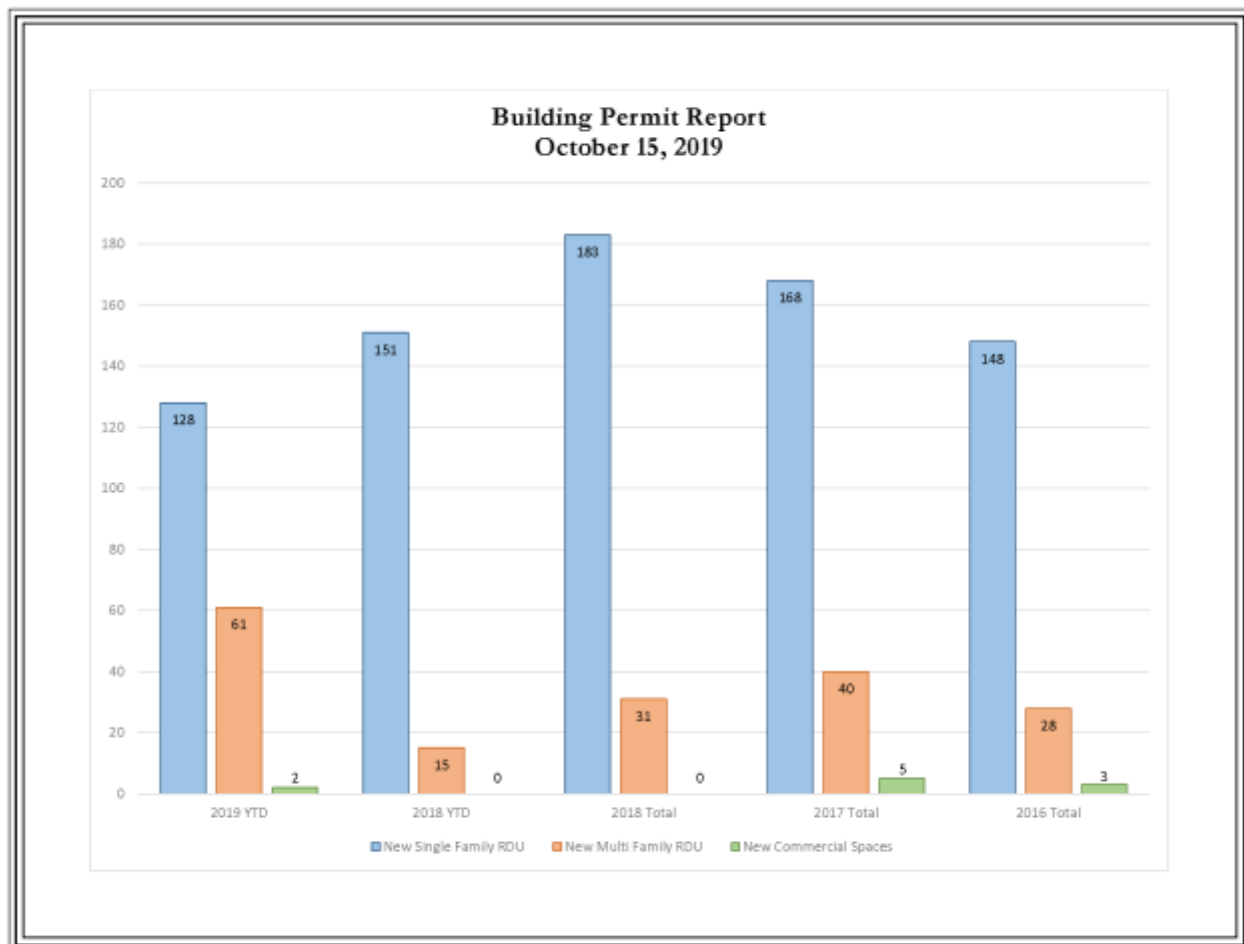
Shanna Stilson wanted to state for the record that the tax increase associated with the Recreation/Aquatics Center Bond is approximately 89% for the City as a whole.

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.



New business licenses included TM Crushing LLC, Wallcutz, and The Dog Groomer. Mayor Hunsaker asked about how TM Crushing LLC would scale their operation of selling aggregate and City Engineer Beagley stated that the city does have that detail in the mass grading permit. Mayor Hunsaker said that he understood the grading would take place behind the hill and not in front of the hill.

New Business Licenses

| Name | Owner | Address | Description | BL# |
|-----------------|------------------|------------------------|--|------------|
| TM Crushing LLC | John D. Hadfield | The Hills Summit Ridge | Processing Aggregate Materials and Sales | BL-4469 |
| Wallcutz | Anita Orr | 624 S. 350 E. | Selling Vinyl Decals on Etsy | BL-4470 |
| The Dog Groomer | Tawnya Going | 439 S. 200 W. | Dog Groomer | BL-4471 |

NEW BUSINESS & ADOPTION OF ORDINANCES AND RESOLUTIONS

Public Meeting – Reading of the Arguments for & Against the Recreation/Aquatic Center Bond with Public Comment Period Regarding the Arguments on the Bond

Mayor Hunsaker yielded time to City Manager Reeves to read the arguments for and against the Recreation/Aquatic Center Bond who then proceeded to read both the for and against arguments in their entirety. These arguments can be seen in the following two pages.

ARGUMENT IN FAVOR

The city of Santaquin has many qualities, the best of all are the people. One of the joys of serving in our city is meeting our people and getting to know them. When the people of Santaquin come together, each willing to do their part, we can accomplish amazing things and unlock the possibilities of Santaquin for future generations. This requires investment from each member of the community.

One of the most common concerns we have heard from residents in recent years is that of improving our recreation facilities and programs.

After a great deal of feedback from residents, and much discussion, the city council has chosen to place a proposed recreation center and aquatic facility on the November 2019 ballot. The cost of the bond not to exceed \$12 million. The decision to place a bond on the ballot was not made lightly. After considering the positive impacts that this facility will have in our community, we are in favor of this bond for the following reasons:

- **Community driven-** the idea of a recreation center and pool was brought to the council by residents of our city.
- **Survey results-** 88.9% of those who responded to community surveys requested a recreation center with a pool as their number one recreation desire.
- **Supporting our seniors-** This facility will provide a safe and healthy meeting place for the seniors of our community. The current senior facility has bats, mice, the roof leaks and the foundation is cracked. It is not seismic and is not ADA accessible.
- **Investing in our youth-** there are tremendous benefits which come to youth through recreation activities and increased engagement of youth within our own community.
- **Job creation-** The proposed facility will create approximately 200 jobs in our city, most of which will be part time and create in- town employment opportunities for our youth.
- **Benefits to every community member-** the facility creates enhanced recreation opportunities by offering a place to gather together, strengthen community ties and improve health.
- **Provide enough programming space-** our programs and activities currently exceed space needed for growth.
- **Location-** the proposed structure, located at 580 West Main Street, is an ideal location for members of the entire community to reasonably access.
- **Repurpose an existing building-** we will take a structure that is currently unused and make it a gathering place for our community including a pool, kid's water play area, indoor walking track, gym space, classroom space and multi-purpose room with kitchen space.
- **Attract additional businesses-** the creation of this facility will increase the quality of life for residents and attract commercial business to our city.
- **Individual resident costs-** Individual tax costs will go down as our city grows.

Santaquin is an amazing place to live! We support investing in the family and in social capital of our community by not only maintaining but improving the quality of life for each of our residents.

Santaquin City Council

REBUTTAL

While the City Council and Staff have spent a great deal of effort championing this facility, we doubt that its viability and benefits can live up to the vision.

- **Senior Center-** The City admits that it hasn't been able to properly maintain the current Senior Center. How can we now trust them to maintain a \$12,000,000 facility with an estimated \$266,000 annual operational deficit?
- **Jobs-** Springville's Rec Center also employs around 200 people, but they pay actual wages of \$1,237,646 a year - \$230,000 more than our City's proposed budget for this Rec Center of \$1,000,000. Operational costs have been severely underestimated when compared to similar facilities.
- **Community Benefit-** While about 20% of our residents might use the facility, 100% of us have to pay for it, regardless of ability to pay.
- **Additional Businesses-** Cities build Rec Centers AFTER they have businesses and a Sales/RAP tax base to pay for it. They don't spend money they don't have to build Rec Centers with only hopes that it might attract businesses.

Santaquin is an amazing place to live, especially when we look out for each other. This bond will lower our ability to invest in our public needs – police, fire, city buildings, etc. – in the future by lowering our bond capacity from \$20 million to \$8 million.

"It is human nature to want it and want it now; it is also a sign of immaturity. Being willing to delay pleasure for a greater result is a sign of maturity." –Dave Ramsey

ARGUMENT IN AGAINST

Would you increase your total household debt by 60% to put in a pool and nice home gym, knowing that it comes with maintenance costs, and with only the hopes that you might find a new source of income to pay that maintenance each month? Of course not, yet this is what the City will be doing with the \$12,000,000 bond for a Rec Center.

The City claims that this bond will “only cost you \$0.60 a day,” for the average household. Even if true, that is still about \$250 a year in property taxes. Unfortunately, over the past few years Utah County has increased our Assessed Home Values by about 40% which has served to raise the amount of property taxes we are required to pay each year. Many in Santaquin are barely making ends meet as it is, while others are relying on Government or Church assistance to take care of basic necessities. Imagine you are on a fixed income, as many of our residents are. How do you pay for these increases? Will a new Recreation Center improve their quality of life, or will an increase overburden them, forcing them to make decisions to cut necessities like medications or food for their family?

The City has promised the \$12,000,000 bond is all the money the city will need to build the Recreation Center. However, the City has many current projects that are over-budget. The current recreation building was supposed to have a \$350,000 remodel this year, but ended up costing over \$1,000,000. The new soccer fields were supposed to cost \$736,000, but are now up to \$1,200,000 with no final cost actually estimated. Due to these miscalculations and other overages, other needed improvements and infrastructure are being postponed or just ignored. Can we honestly believe that a Recreation Center that was originally quoted to cost \$19,900,000 will be built for only \$12,000,000? One City official even said “cold hard numbers you can’t have until actual build out”.

The City projects the Recreation Center will run a \$266,000 annual deficit. The City ended last year with a surplus of just ~\$255,000. The City proposes to use its surplus for three years to fund this deficit. In other words, the City will have no surplus for actual needs over the next three years, and is already spending new tax revenues it has not yet received. These funds are better used towards current City needs like additional fire stations, a City office building, road improvement, etc. Instead of funding these needs with surplus and future revenue, the Recreation Center bond forces future needs to be funded by future bonds or tax/fee increases. The Recreation Center will be just the first tax increase of many.

Oftentimes, what’s good for the goose IS NOT what’s good for the gander. We plead that you look outside yourself and what might be good for you, and understand that many in our community cannot afford the tax increase or the use of the facility.

Jeff Siddoway

685 Stone Brook Cir.
Santaquin, UT 84655
(801) 735-4579
jmsiddoway@gmail.com

Jeremy Hurst

499 Slate Dr.
Santaquin, UT 84655
(801) 637-9551
pirate7212@gmail.com

JaNae Morgan

P.O. Box 371, 81 S. 300 W.
Santaquin, UT 84655
(801) 830-0978
janac.morgan67@gmail.com

Misty Herbert

120 N. 300 W.
Santaquin, UT 84655
(801) 787-0956
Bronco4tr@gmail.com

Dustin Holden

1330 Sageberry Dr.
Santaquin, UT 84655
(385) 434-1430
Holden.dustin@gmail.com

REBUTTAL

Strong communities are built on solid foundations. The people of Santaquin are the strongest part of our foundation. The people are resilient, service oriented and family minded. Our city’s wise financial management decisions are also part of that foundation. You may read the entire budget at www.santaquin.org

In response to the published argument against the proposed recreation center/aquatic facility here are the facts:

- The remodel of the old public works shed into a recreation building was bid out at \$607,246, not including engineering/design, landscaping, furnishings, and signage. The total remodel came to \$795,775. This is one example of a beautiful repurposing of an existing building.
- The soccer fields were bid out at \$945,241 and the City Council chose to improve this project by adding restrooms, fencing and lighting bringing the total to \$1.2 million. This decision was made because there were funds to cover the improvements (each new home pays into the park impact fee fund, current balance \$418,000).
- The surplus we have shown at the end of each fiscal year has gone into our rainy-day funds, which are capped by the state at 25% of total budget. We are currently at 22.5%.
- This project would meet the facility and programming needs of our children, adults, seniors and families.

The city council chose to place the recreation center on the ballot because we believe voters can decide for themselves whether investing in our recreation department, and the social capital of our city, is investment they want the city to make.

After City Manager Reeves finished reading the arguments for and against with their respective rebuttals, the meeting was open for public comment.

Martin Green was not in attendance but requested City Manager Reeves read the following comments: "Dear Mayor and City Council, my name is Martin Green. I'm sorry I am unable to make it to the meeting being held on Tuesday night the 15th. I'm writing this to voice my support of the proposed Recreation Center. While on the City Council for 8 years, the number one thing I heard over and over again was, that the City needed to do something to keep our Children and activities here in town and 'when are we ever going to get a swimming pool'? With the ground breaking yesterday for the new grocery store, it's time to start thinking of Santaquin as a "destination". As the City continues to grow, our families need a place for recreation. Last winter our children, who have now moved out of state, came for Christmas. During that time, they wanted to take their children to an indoor pool to play together... we had to go to the Provo Recreation Center. How awesome would it be for them to come and visit and be able to stay here in town? Let's talk cost, as I look at the proposed amount, I look at the daily impact. On a \$350,000 home that would be about 75 cents, how many Diet Cokes are purchased each day at a higher cost? Once again, it's time for us (Santaquin City) to stand up and be a leader... forward thinking. In a survey taken in 2018, 88.9% of those surveyed were in favor of a new Recreation Center. Please join me in voting for this new Recreation Center. Sincerely, Martin Green."

John Bradley provided comments with his perspective and experience as a recreation professional in multiple cities in multiple states. John stated that there are cities who build small recreation centers because that is all they can afford and by the time those get built, the community has already outgrown the facility. There are also those cities who say 'let's build it later' and then have to increase taxes significantly to cover the costs. He shared an example from Nephi City, who had not raised property taxes in 30 years, and during that time a lot of capital projects were needed which required a huge tax increase. John shared this story because he wanted the residents of Santaquin to consider the value of the current opportunity, which includes everything up front which saves tax payer money both now and in the future. If the city waits, then the city will have to pay more later including the cost of building a new building for a recreation center since the city would have to forgo the Ercanbrack property.

Kody Curtis asked the city staff for a clarification on the proposed Recreation/Aquatics Center as referenced in the conceptual design provided in the pamphlet sent out by the city. Kody wanted to know if the area designated as cardio included weights and if not he wanted to know if there would be a weight room in the Recreation Center. City Manager Reeves told Kody that there would be a weight room included in the cardio area.

Scott Bowman said that he agreed with what Mayor Hunsaker had said during the groundbreaking ceremony of the new grocery store about supporting the local businesses and wanted to add that the community needs to support the local employees as well those who work in the 'trenches'. Those who work in the 'trenches' are those who built this community and continue to serve the community's needs. Scott shared his concern that if the new grocery store comes in needing XX amount of employees and the Recreation Center comes and requires XX amount of employees then what if the community cannot support the amount of jobs. People would come from outside the community to fill those jobs and then those people who are not from Santaquin will not feel the need to give back to the community.

Keith Evans stated that he attended several of the town hall meetings and what has come to his attention is the area behind the proposed Recreation/Aquatics Center is designated for high density housing. Keith was concerned that with the current apartment complexes behind City Hall, the residents have received letters requiring them to park on the street and this will cause problems with snow plowing and safety come winter time. Keith also expressed concerned that the Ercanbrack building was built so long ago that it would not be seismically safe and asked the city

staff to comment on this issue. City Manager Reeves stated that seismic standards were put into place in 1979, three years prior to the building's construction in 1982. City Manager Reeves also stated that a seismic study had been completed and the building was in fact up to code. Keith then stated that he was concerned that the city is spending \$15,000 monthly to hold the property that may not be purchased and that the money being put into the building with advertising and studies will be wasted. He asked where the funds would be coming from to purchase the building if the vote did not pass for the Recreation Center. City Manager Reeves stated "That is a good question." Keith then asked about the UDOT intersection and who would pay for that? City Manager Reeves responded that UDOT would pay for that particular intersection and not the city. Keith then stated concerns that the town hall meetings had given the false impression that a lot of seniors would be able to use the facility for free and he asked where the revenue is going to come from to sustain operations if they use it for free? City Manager Reeves stated that the purpose of this forum is not a question and answer session but rather it was for the stating of comments and opinions of the public on the Recreation/Aquatics Center. However, he answered the question by stating that the Recreation/Aquatics Center would receive funding from the insurance companies under the Silver Sneaker Program for those seniors who would be attending under that program. While it would not cost the seniors to use the facility, their insurance companies would be paying for their memberships. Keith said that he was against the Recreation/Aquatics Center and that it was not a profitable operation or else every city would be building pools and such. Keith then said he feels that 'big city' people are coming into this small town and wanting 'big city' things that Santaquin cannot afford.

Bryan Messick stated that he is against the Recreation/Aquatics Center Bond because it will double his property taxes. More than three years ago the city had to raise taxes to pay for roads and people were not happy. He stated that the roads still are not great even with the increase in property taxes. The money that is being raised is not being put where it needs to be put because the facility proposed on the ballot is a want not a need. As a senior, he gets the Silver Sneakers benefits spoken of in the town hall meetings, but that he would not use the pool in the new facilities because it will have colder water. He said that City Manager Reeves has stated in each of the town hall meetings that the city's property taxes have gone down over time but his own property taxes did not match with that statement.

Jennifer Bowman asked that if the total cost turns out to be more than \$12 million then how would the city proceed? If the project goes over budget would the city increase the bond amount? City Manager Reeves stated that the city can only bond for what the public approves so "No". Instead, the scope of the project would be reduced to insure that the budgeted amount is not exceeded. Reeves then explained that there is a contingency amount of \$500,000 built into the \$12 million bond. Jennifer said that at first she was excited for the proposed Recreation/Aquatics Center bond but after talking to the people in the community, she now feels that, while it would be nice, that it is a project better suited for later down the road once Santaquin has a larger tax base to cover the costs for something that is not necessarily a need right now. Jennifer respects the feedback she has gotten from those in the community because they are the citizens who built the community.

Bryan Messick wanted to comment again on what Jennifer Bowman had asked on the bond possibly being more than \$12 million and going over budget. He referenced the pamphlet that states that there would be no limit on what property tax could be put into place to cover the bond overages. City Manager Reeves clarified that the bond cannot go over the \$12 million limit and that is why it says "not to exceed" in the bond ballot language.

Ordinance 10-02-2019 – “An Ordinance Amending Santaquin City Code Which Will Provide Predetermined Fencing Options that are Required in Multi-Family Developments”

Community Development Director Bond started explaining to the City Council how the proposed fencing ordinance came about and referenced Spanish Fork City’s code. He talked about how the ordinance would provide a ban on chain-link and vinyl fences and had limits on the fence sizes. It would not allow size and material limitations to be established by the individual property owner but rather establish those provisions at the city level so as to be consistent across the board to allow uniformity in look and feel across the community. The ordinance also provides options of what the walls/fences could look like and required heights.

Council Member Miller referenced the Ercanbrack property and asked if the bond proposal did not go through, then the owner could put as much multi-family units as desired and that would be fine so long as there was an approved fence/wall along the perimeter?

Community Development Director Bond responded that as the property is currently zoned as RC (a residential/commercial area). The Ercanbrack property owner could put quite a bit of multi-family units there but would be limited by city code and the zoning requirements.

Mayor Hunsaker asked if the fences/walls could be different than what was pictured in the ordinance?

Community Development Director Bond responded, “Yes, the fences/walls could be different so long as they were similar in look, feel, and height as laid out in the ordinance.”

Motion: Council Member Montoya motioned to approve Ordinance 10-02-2019 “An Ordinance Amending Santaquin City Code Which Will Provide Predetermined Fencing Options that are Required in Multi-Family Developments, providing for Codification, Correction of Scrivener’s Errors, Severability, and an Effective Date for the Ordinance”

Seconded by Council Member Miller.

Roll Call:

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|--------------------------|-----|
| Council Member Broadhead | Aye |
| Council Member Montoya | Aye |
| Council Member Mecham | Aye |
| Council Member Miller | Aye |

Motioned passed 4-0

Ordinance 10-03-2019, “An Ordinance Amending Santaquin City Code Regarding the Approval Process for a Secondary Driveway”

Community Development Director Bond stated that this was an initiative proposed by the city staff because there are a lot of regulatory burdens for the approval of installing a secondary driveway and what is currently in code can be vague and confusing. With the adoption of this ordinance, there is no need for a case-by-case review by the Planning Commission. Instead, applications would be handled administratively against the provisions of this ordinance by the city staff. Bond stated that there are a lot of existing secondary driveways that are not compliant with existing city ordinances, but moving forward with this ordinance would help to streamline and better regulate the installation of secondary driveways.

Motion:

Council Member Miller motioned to adopt ordinance 10-03-2019 “An Ordinance Amending Santaquin City Code Regarding the Approval Process for a Secondary Driveway”

Council Member Mecham seconded the motion.

Roll Call:

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|--------------------------|-----|
| Council Member Broadhead | Aye |
| Council Member Montoya | Aye |
| Council Member Mecham | Aye |
| Council Member Miller | Aye |

The motion passed 4-0

Ordinance 10-04-2019 “An Ordinance Establishing Santaquin City Code 7-1-11 Prohibiting Commercial Vehicles Over 4 Axles on Restricted Roads”

City Manager Reeves stated that Summit Ridge Parkway was not built to UDOT standards, rather it has been built to residential standards, and that heavy truck traffic could damage the new road. The provision to prohibit commercial trucks with more than 4-axles would protect the integrity of the road while providing a simple enforcement criteria law enforcement purposes. He also stated that a new fine will be include on an updated version of the Uniform Bail Schedule which is the next item on the agenda. Manager Reeves indicated that there will be signs placed on Summit Ridge Parkway that would notify the public of the coming restriction on both ends of the road.

Council Member Mecham asked why the restriction was 4-axles and not 3?

City Engineer Beagley said that a 10-wheeler with a certain weight could pass with no problems. However, the greater the weight (10 tons or more) the greater the potential for damage. As such, the “greater than 4-axle” provision prohibits those vehicles that would wear down the road faster.

Council Member Broadhead asked what warrants the new stop signs in Summit Ridge and wanted to know what brought that on?

City Manager Reeves stated that this came up in the previous council meeting and the reasons were two-fold:

1. With the completion of the Summit Ridge Parkway Extension, and the history of higher speeds on the existing Parkway, speeds in the area have caused safety concerns. Placing stop signs at the arterial intersection and entry into the residential area would resolve this issue.
2. In addition to Mountain View Drive being an arterial road, there are safety concerns related to this intersection also being a school bus stop as well as a crossing to another school bus stop and to the church.

Furthermore, the recommendation to add red curbing in the area is due to the visibility issue caused by cars parking along the parkway in front of the church, which makes it difficult to see when leaving the church. Many near misses have been reported which would likely increase with the opening of the parkway extension.

City Engineer Beagley stated there was a safety issue coming southbound because of the elevation, which creates a visibility concern coming into the residential area.

City Council Member Broadhead said he just wanted to make sure it was not a political decision. He said that arterial roads are supposed to move traffic and it will not do what it is designed to do with stop signs added.

Motion:

Council Member Mecham motioned to adopt ordinance 10-04-2019 “An Ordinance Establishing Santaquin City Code 7-1-11 Prohibiting Commercial Vehicles Over 4 Axles on Restricted Roads”

Council Member Miller seconded the motion.

Roll Call:

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

The motion passed 5-0

Resolution 10-05-2019 “A Resolution Amending the Uniform Bail Schedule”

City Manager Reeves explained that this resolution would establish a \$500 fine for vehicles of over 4-axles on the northern end of Summit Ridge Parkway. The fine was set high because the Chief of Police, City Engineer and City Manager felt that if it was lower, that commercial companies might consider paying a small fine in exchange for moving their goods across the road. The city’s intent is not to increase revenues; rather it is to protect the integrity of the road from potential damage. A larger fine would likely achieve this goal.

Council Member Mecham asked if \$500 fine was high enough and City Manager Reeves stated that a violation of this code is an “Infraction” and not a Class-C Misdemeanor, which would likely warrant a larger fine. If the \$500 fine was not effective, the Council could always raise it in the future. City Attorney Rich stated that the city could go as high as \$750 without amending the code to make the violation a Class-C Misdemeanor.

Motion: Council Member Montoya motioned to adopt resolution 10-05-2019 “A Resolution Amending the Uniform Bail Schedule” Council Member Rowley seconded the motion.

Roll Call:

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|--------------------------|-----|
| 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 Emergency Watershed Protection (EWP)

City Engineer Beagley explained that Congressman John Curtis recently announced that NRCS/USDA had released the 75% portion of the Emergency Watershed Protection (EWP) funding that Utah County and participating entities applied for in order to construct mitigation projects needed after the wildfires in 2018.

In addition to the NRCS/USDA funding, during the 2019 session, the Utah State Legislature approved additional funding to help smaller entities cover some of the remaining 25% entity portions.

City Engineer Beagley restated that at present, estimated costs to construct up to 5 projects (as shown on the attached map) totals \$2,777,955.00. After applying the NRCS/USDA and State funds available, as well as shared project funds from Utah County, Santaquin City would need to cover approximately \$74,318.66 for those 5 projects. This amount represents approximately 2.67% of estimated total construction costs.

During the time that Utah County awaited the approval of the NRCS/USDA funding, and as directed by the local NRCS/USDA office in SLC, Utah County went through their procurement process and retained the engineering services of Jones and DeMille Engineering (JDE) and J-U-B Engineers to conduct the EWP design work.

In order to start on project design, city council approval is needed to have the Mayor sign the attached written request from Utah County stating that we are willing/ready to move forward with JDE and J-U-B to do the design for the various projects per the previously executed interlocal agreement (approved by the Santaquin City Council on February 2, 2019).

Engineer Beagley stated that the NRCS/USDA funds will cover all of the design costs, with a maximum amount for design of up to 9.75% of construction costs. However, if design were to exceed that 9.75% of construction costs, the city would be fully responsible for that amount.

Staff recommends council approval to have the Mayor sign the attached acknowledgement and authorize the design work to move forward with the limitation that any potential overrun of design costs above the 9.75% would have to be pre-authorized by the Santaquin City Council before any additional design work could begin.

City Engineer Beagley sent out a memo to the council indicating that NRSC National will provide 75% of the funding Emergency Watershed Protection (EWP) and, together with funding from the state legislature, available funding will amount to about \$2.77 million for construction of improvements to the EWP area. That funding, along with a 50-50 split with the county, means the city would be responsible for as much as 13% of the expenses and as little as 3%. This interlocal agreement would allow the engineers to move forward with a maximum of 9.75% construction costs and authorizing the Mayor to sign the addendum to the interlocal agreement.

Mayor Hunsaker asked how this relates to the work underway by D.R. Horton.

Beagley stated that there are really two pots of money; one for the EWP money and another for the Watershed OPS Program. The difference is that the money from the watershed ops program is 100% covered while the EWP is 75% covered. Both program will require the city to cover the costs of property acquisition. Therefore, the city would only be responsible for the costs to obtain easements for the OPS Program.

City Manager Reeves wanted to recognize that what City Engineer Beagley is doing is bringing in several millions of dollars of infrastructure improvements to the city that would be used to protect the community from the debris and potential mudflows that could destroy homes in the area. He extend his sincere appreciation for the good work performed by the City Engineer.

Council Member Montoya seconded City Manager Reeves' statement of appreciation for City Engineer Beagley and had two questions:

1. Regarding the part of the basin that included debris piles, would the mentioned funds be used to clean up said debris? and;
2. Would the road be accessible by those who need to work in the debris basin?

City Engineer Beagley said that, yes, the funds would have some allocation that could clean up the existing debris piles and that the roads would be accessible for the work.

City Manager Reeves wanted the public to know that the city has been working the US Forest Service and Utah County to get the canyon roads open.

In regard to the funding for property acquisition not being covered, Council Member Broadhead asked if the city staff anticipated any need to acquire property in that area.

City Engineer Beagley said that, yes there is some foreseen property acquisition. The EWP would only require easements. However, full property acquisition would be needed for the Watershed Ops Program. Beagley stated that he was not sure how much land was needed from the east bench but next year's budget cycle is when that would be addressed.

Mayor Hunsaker stated that this project will be advantageous to property owners in the area so that their property is not under potential risk to damage or destruction.

Motion:

Council Member Mecham motioned to authorize that Mayor to sign the written request for the design work by JDE & J-U-B to proceed, with the stipulation that if design costs are expected to exceed 9.75% of construction costs (i.e. potentially incurring additional costs to Santaquin City), the Council must pre-approve any such overrun.

Council Member Montoya seconded the motion.

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| 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 Naming of the Recreation Department Building

Leisure Services Director John Bradley presented to the council that the Recreation Board recommends the name "Santaquin Recreation Offices" for the old public works building that is now the recreation and leisure services offices. The Recreation Board did not want to confuse the public by referring to the building as a recreation center.

John also spoke in regard to the changing of the time of the Mayor's walk for the Summit Ridge Parkway opening from 10:00 a.m. to 11:00 a.m. on October 26th and recommended the canceling of the ribbon cutting of the Recreation Offices. It was felt that the later start time would provide warmer weather closer to the lunch hour. It was also felt that the proposed ribbon cutting for the recreation offices might cause confusion for the public for a building that has already been used for the last year. Instead, it may be better to have an open house during the winter instead.

There was concurrence with these recommendations from the city council.

Discussion and Possible Action Regarding the Santaquin City Flag

City Manager Reeves stated that there is a current Santaquin City flag but that there was interest in designing a new flag to provide better visibility from longer distances. The Youth City Council headed this project up with the assistance of Council Member Montoya. Reeves turned the time over to Council Member Montoya to lead the discussion.

Montoya stated that the idea started after watching a YouTube video on good flag design and it took a few months to brainstorm and collaborate with the youth. After additional collaboration on the original rough draft, the Youth City Council has produced the first two of the three designs attached for the city council to consider. The third design was provided by Jessica Tolman.



City Manager Reeves showed the current Santaquin City flag, which had consensus from the council and staff of being too busy and outdated.



Mayor Hunsaker suggested that the community should have some buy-in on the new design for a city flag.

Council Member Rowley suggested that perhaps the children from the community could submit design ideas via their local elementary schools.

Council Member Montoya said that the Youth City Council understood that their designs would potentially not be selected and that it would be okay if this went to the public for greater community buy-in.

Mayor Hunsaker asked what was the ultimate purpose of this flag and City Manager Reeves stated that a good flag and design creates community cohesion and also symbolizes the vision of what the city wants to be as it grows in the future.

Mayor Hunsaker said it would be great if on every flagpole in the city there would be the American flag, State of Utah flag, and then the Santaquin City flag.

Council Member Broadhead said that when he was on the council years ago that a flag design was opened up to the public and he wants it to be more open to the public than it was when he attempted to adopt a flag. Broadhead suggested that it might be best perhaps to narrow it down to the top six flag design options and then have a survey to the public at large on what would be the final design.

Council Member Montoya asked for a 5-minute recess and Mayor Hunsaker gave approval.

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

City Manager Reeves

Manager Reeves reminded the Council that City Engineer Beagley will be heading out to ICMA Conference in Nashville on Wednesday and that Manager Reeves will be heading out on Friday. Beagley would be returning on the following Wednesday and he would be returning on the following Friday. Manager Reeves will be on vacation the week of 11/2/19-11/9/19 and will not be at the next city council meeting. Community Development Director Jason Bond will be acting City Manager during ICMA and City Engineer Beagley will be acting City Manager during the week of 11/2.

Reeves also indicated that the next city council meeting will have to be as light as possible as it will be Election Day and City Recorder Shirley will have to be at the polls at 8:00 pm to receive any minute last ballots and close the ballot box outside.

Council Member Rowley asked if the Summit Ridge Parkway was already open as she had seen cars driving on it as of late. City Manager Reeves said it was not open yet and clarified that no one should be driving on the parkway.

Community Development Director Bond

Now that the local grocery store development is going forward, and pursuant to the development agreement there is a need to consider higher density housing behind the development, a rezone of the property from C-1 is needed since the C-1 Zone does not allow for residential development.

The contractor Johnston & Phillips had a representative present and wanted to know what amenities the city council wanted in the proposed layout.

Council Member Miller expressed his concerns that this was a loaded question because he did not have the context or information of what the development layout will look like and asked what is allowed by code.

City Manager Reeves said that it is up to the city council on what zone might be applied which would determine what is allowed.

Community Development Bond said that they expressed to the developer the importance of painting a picture to the council of their vision for the rezone so they could get their feedback.

Council Member Miller wanted staff to instruct work with the developer on the layout and the rezone. While it might be good to say they might want basketball courts or pickle courts, it would be premature to make such a suggestion without seeing the bigger picture of the overall proposal. He indicated that in his opinion, this is a good area for high density in the city given the commercial development, jobs created, and proximity to Main Street. However, it is unfair to ask the council for feedback until the overall concept plan has been developed.

Council Member Montoya stated that she agreed with Miller's concern that there was no way of knowing what amenities to include at this time.

Mayor Hunsaker asked the representative from the development to make the design fit into the city and referenced the townhomes directly to the west of city hall as an example of what not to do.

Council Member Mecham also stated concerns that come January there will be a completely new council and so there is no point in getting their opinion if there will be a completely new council.

City Engineer Beagley

Addressed a question that Council Member Montoya asked about paving projects before winter. He stated that the deadline for paving projects in the city is October 15th unless they obtain approval from the Public Works Director and City Engineer. Anyone who talked to him by the deadline (today) has been given permission to finish. Anyone who has not talked to him will not receive permission.

REPORTS BY MAYOR AND COUNCIL MEMBERS

Council Member Rowley asked Mayor Hunsaker if Library Director Lyn Oryall had given him a name for a new nomination for the Library Board and Mayor Hunsaker told Council Member Rowley that she had not.

Council Member Montoya reported on the Youth City Council meeting where they selected a "Department of the Month" but then said they would announce it later as a surprise. Council Member Montoya said that she had heard that departments were noticing the Youth City Council's "Department of the Month" and were even asking when certain departments would get picked. Finally, she reported that the asphalt plant tour was very educational and was happy the council had the chance to go.

Council Member Mecham wanted to thank everyone for their participation and work in the groundbreaking for the new grocery store and said he was impressed with the contractor and the process so far.

Council Member Miller wanted thank staff for the organization of the Columbus Day Training events. Council Member Miller then mentioned the retirement of Officer Manny Escoto and asked Chief Hurst what the status is of having a new officer to replace Officer Escoto. Chief Hurst responded that the job posting is up and would close soon but then said that it would probably take two officers to replace Officer Escoto.

Mayor Hunsaker wanted the council to speak a bit on the Ekins Annexation and stated that Mr. Marty White and Mr. John Ogden wanted to know how the city council wanted to proceed. Mayor Hunsaker said he understands the position of the Ekins property owners in that they have this property they want to move on while the housing market is up and people are buying homes. Mr. Ogden and Mr. White had proposed a potentially smaller annexation and wanted to know if a smaller annexation would make the agreement move along faster.

City Engineer Beagley stated that there are significant portions of the master plan that require changes to allow the city to know if they can even service the proposed annexation areas. City Engineer Beagley said that the city is at least 120 days out from getting that answer, as that is how long it takes to get master plans updated. Since a lot of master plan updates are not due for a couple of years, the city must think about who is going to pay the \$30,000+/- for updates to the city's master plans if they were to proceed with the Ekins agreement now.

Council Member Miller asked if the Council and staff should look at those potential master plans before making a decision of the agreement and Community Development Director Bond stated that the city absolutely should.

City Engineer Beagley then commented that the city cannot answer questions about annexation proposals without an update to the master plan unless staff makes some large assumptions.

City Manager Reeves wanted to add that these master plan updates, and their associated costs, depended on the size of the proposed annexation.

Council Member Miller said he does not want to do a partial annexation because he wants the Council to still have more say and control in the mining operations.

City Manager Reeves stated that it is not just about the total acreage but it is also about the units per acre because if that is cut in half then so is the impact of the development and need for services.

Council Member Montoya stated that she does not want to budge on units per acre and sidewalks on both sides of the streets. Montoya also stated that the mining bill in the legislature would potentially take away from the city's authority and power over the mining portion of the Ekins development.

Council Member Miller stated that he did not want to control the mining operation but he wanted to make sure the city would get a portion of the revenues.

Council Member Montoya stated that from what she had learned, the city's sales tax portion would only be about \$15.00 per truckload.

City Engineer Beagley wanted to bring the focus back to the real issue, which is that the city is not sure whether they can service those areas in the proposed annexation. Beagley also wanted the council to understand that he is not against this annexation but it is his job to let them know when there will be technical difficulties. In his opinion, there are significant projected difficulties that need to be addressed before he can recommend the annexation.

City Manager Reeves stated that the city has approved minutes from the last meeting that can be sent to the Ekins group that identify the council's concerns. With this information, Mr. Ogden and Mr. White can start to work to address those concerns.

Council Member Montoya wanted to say that she was not opposed to this annexation but wanted to make sure that 1) it was done right, 2) the council and staff understand what the impacts are going to be, and 3) the council and staff understand who is going to pay for improvements and master plan updates.

City Engineer Beagley said that he was concerned with getting more easements for the sewer system because that was an extremely difficult process for both him and his staff to do in the past. Council Member Montoya stated that the council needed to state what they were willing to accept from the Ekins group, and then let them decide if they are willing to move forward on the council's terms. In her opinion, they need the city more than the city needs this development.

Mayor Hunsaker said he was glad that this discussion took place as these issues need to be resolved sooner rather than later.

City Engineer Beagley stated again that he is not willing to update any master plans unless the council says that they are moving forward with the annexation agreement. He reminded the council that it would take at least 6 months, or 120 days, from the moment that decision was made to have any changes made to the master plan to answer their questions about servicing the proposed annexation areas.

ADJOURNMENT

At 8:50 p.m., Council Member Miller moved to adjourn.

Council Member Rowley 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

Aaron Shirley, City Recorder



The meeting was called to order by Mayor Kirk Hunsaker at 5:00 p.m.

Council Members Attending: Council Member Nicholas Miller, Council Member Betsy Montoya, Council Member Chelsea Rowley, Council Member Lynn Meacham, and Council Member Keith Broadhead (attended remotely via conference call).

Other's City Officials Attending: City Manager Benjamin Reeves, Community Development Director Jason Bond, City Engineer Norm Beagley, City Attorney Brett Rich

INVOCATION/INSPIRATIONAL THOUGHT

Mayor Hunsaker offered an invocation.

WORK MEETING

Discussion Regarding the Proposed Ekins Orchards Annexation

City Manager Reeves apologized for the late posting of the meeting agenda and for the last minute nature of the meeting but reminded the council of their resolve to meet every 5th Tuesday for a work session. City Manager Reeves brought up a bulleted list of the items of concern from the council's comments regarding in the Ekins Annexation Agreement from the October 1st, 2019 Santaquin City Council Meeting and said the purpose of the work session was for the council to come to agreement on what they would and would not accept when it came to these items. The council then went down the list and discussed each bulleted item, which has been itemized below for reading convenience. For reference on the original concerns as itemized below please see the October 1st, 2019 City Council Minutes.

- **Density:** Council Member Miller asked if the 6-units per acre average in the Ekins Annexation Agreement included the 160 acres near Summit Ridge and City Engineer Beagley said that it did. Council Member Mecham asked what was the highest density in Summit Ridge and City Engineer Beagley said that the current density for Summit Ridge is about 2-units per acre but the densest area in the city is Foothill Village development, which is 1.9 to 3.2 units per acre over several acres. Council Member Miller asked staff if 6-units per acre meant roughly 7,500 square foot lots and City Engineer Beagley said that cannot be known right now because not every acre of the development is developable. That would mean there might be higher density in the areas of the development where lots and homes can be built. In short, to answer the Council Member Miller's question, no there is no defined lot size. Council Member Mecham asked if the council can mandate quarter acre lots in the agreement. Community Development Director Bond said that John Ogden and Marty White of the Ekins Group have provided a bubble chart that indicates densities and clusters but that specific densities are unknown until they are able to look at topography and infrastructure where homes can and cannot be built. On top of that, Bond continued stating that enforcing quarter acre lots as Council Member Mecham had suggested would be very difficult. The point of the annexation agreement is not to provide the council with all of the nitty gritty details but just to give a broad general idea for the council to either decide whether or not they feel comfortable annexing. Council Member Montoya said that the whole idea of the council getting to the point where they understand

how they feel about the details they do have on the annexation why this work session was called in the first place. Council Member Montoya continued and stated that boundaries needed to be put into place with all of these bulleted items of concerns. Decisions need to be made as to what the council is willing to accept and what the council is not willing to accept. Those concerns need to be provided to the Ekins Group to see if the Ekins Group will accept those boundaries and conditions. If they are not, then it is not worth spending the time and money to update the city's master plans. Mayor Hunsaker suggested that they offer 2-units per acre with the possibility of negotiating as high as 3-units per acre. Council Member Broadhead said he agreed but suggested that the conditions be 2-units on developable land and a maximum of 3-units per acre with amenities. Council Member Broadhead then suggested to the council that they start with 3-units per acre and Council Member Montoya agreed but added the council should be able to negotiate up to 3.5-units per acre with amenities. Council Member Mecham asked if there is a possibility for a partial annexation and City Manager Reeves said it was a good question but ultimately a partial annexation still brings up many of the same problems. Regardless of the size, having a master plan for the entire area is needed to understand the impacts of the development and our ability to supply it with utilities. Council Member Rowley asked how the status of our legal counsel's review of the Ekins Annexation coming in under the Summit Ridge Development Agreement. City Manager Reeves said it is still under review. He further stated that the question is whether or not to change the PC zoning to allow less acreage to accommodate the Ekins Annexation Development or to simply bring in the new development under the Summit Ridge Development Agreement. Community Development Director Bond stated as of the last discussion he had had with the Ekins Group, both John Ogden and Marty White were more open to the idea of coming into the city under the Summit Ridge Development Agreement; though they would still rather have their own agreement if possible. Bond then stated that he thought it would be easier to annex under the Summit Ridge Development Agreement just because it was more familiar to staff. However, he also said he was not sure until an agreement was reached with the Ekins Group. City Attorney Rich said that most of the discussions that have happened included the Summit Ridge Agreement. He is reviewing the legality of bringing in another development under that agreement and wanted the council to know that there does need to be a clear and separate annexation process for the 180 acres in the Summit Ridge area. Community Development Director Bond then stated to the council that if the Summit Ridge Developers do not agree to have the Ekins Group annex under their agreement then that option may be off the table. Council Member Montoya asked if the council wanted to meet in the middle at 15 max per acre flat. Mayor Hunsaker expressed his feelings that a flat 10 per acre was more desirable. Council Member Rowley said she agreed with a flat 10 per acre and Council Member Broadband seconded that sentiment. The council agreed to 3-units per developable acre as a base density and to negotiate up to 3.5 units max per developable acre with additional amenities. The council also agreed that they would require capital facility planning/modeling for onsite and offsite infrastructure for the entire area even if the annexation is broken into smaller pieces and it would be 100% developer's costs.

- **Trailer Park:** Council Member Montoya said No. Council Member Mecham asked why would the council would want to allow a trailer park? Mayor Hunsaker said that it sounded like a clear "no" from the council. City Engineer Beagley said that under current ordinances, trailer parks are not allowed. Mayor Hunsaker then asked staff if there was a portion of the Ekins Development where a trailer park could possibly work and City Manager Reeves said it would depend on the type of trailer park, their HOA, and other factors. Council Member Miller said he did not think it was a good idea as he thought the Ekins Development was not a good fit for a trailer park. The Council agreed to remove this provision in its entirety.

- **Storage Units:** City Manager Reeves asked Community Development Director Bond what zones currently allow storage units in Santaquin? Bond said that currently in they are permitted in the RC and Industrial zone and there are some legal non-conforming storage unit facilities on Main Street. Council Member Broadhead said that the Ekins Group needs to build more storage into their housing units so there will not be a need for storage unit facilities or to build a storage type unit into the housing complexes. City Engineer Beagley stated that the real question at hand was whether or not the council would allow storage units into the Ekins Development. Council Member Montoya suggested that the council use storage units as a negotiation point with the Ekins Group in both their placement and amount. The council agreed that storage units will be negotiated in their placement and amount but not be allowed everywhere.
- **Boundary Expansion:** City Engineer Beagley stated to the council that, like City Attorney Rich had mentioned, if it was determined that densities were not satisfactory and had to be moved to adjacent land that was not yet annexed, then there should also be a clear and separate annexation process. He cautioned that there is still the possibility of the city getting into a potential litigation if they are agreeing in advance for future annexations that would bind future councils. The council agreed to remove this provision in its entirety.
- **Mining:** Council Member Montoya said she really enjoyed the tour of Granite Construction's asphalt plant and was surprised at how clean and quiet the facility appeared. She indicated that if Santaquin had such a facility, she would approve one similar to Granite's Cottonwood Height facility. She then asked staff if the council can ask for Granite Construction to be a part of the agreement? Montoya also wanted to know what the nature of the relationship was between the Ekins property owners and the mining operators. City Attorney Rich said that we can ask but it is never guaranteed that an entity will stay. Mayor Hunsaker pointed out that Granite Construction had been in Cottonwood Heights for a long time. Council Member Montoya wanted the council and staff to make sure that current ordinances are in line with what the state legislature is doing concerning their mining bill. Council Member Montoya told the council that she had talked with the Mayor of Cottonwood Heights who had spoken quite highly of Granite Construction as a community partner and he will let Montoya know how much revenue they receive in sales tax annually. Mayor Hunsaker pointed out that the sales tax revenues coming from a similar plant in Santaquin would not necessarily bring in the same revenues as this plant because of the differences in material that would be exported. City Manager Reeves said that the council needs to decide whether or not they will allow mass grating or limit the amount of mining in the agreement. City Engineer Beagley said that the council needs to make sure they are getting what they want and what they need. City Manager Reeves said that even if the state bill passes, which may take away the city's power of regulation of mining, that if negotiated in the agreement, the Ekins group can cede the power to regulate mining operations via a negotiated contract. Council Member Montoya wanted to stress that the council's responsibility is to the current residents and the potential damage from the dust and such will have impacts on the current residents, growers, and agriculture base of the city. Community Development Director Bond said that to this point the agreement as-is gives vested mining uses to the Ekins Group. This is the status quo in the county and negotiations might cede some of that use and regulation going forward. Council Member Montoya said that the city and council has the necessary leverage to negotiate with the Ekins Group because they need the city's ability to provide sewer and other utility access as well as development rights. Another point of leverage for the city is that it would take a long time for the Ekins Group to recoup their money if they were not annexed into the city. Council Member Broadhead said all he foresees regarding potential regulation on the Ekins Group mining would be 1) a restriction on operation hours so that the mining operations are not 24-hours and 2) identification of haul routes. He did not think the city would be allow to

have any additional regulations. City Engineer Beagley said that they could require asphalt roads. Council Member Montoya asked how the city could regulate hauling routes on Highway 6? City Manager Reeves brought up the fact that they expressed desire to use the southern part of the Summit Ridge Parkway. Council Member Broadhead said that he noticed there was no movement on the mining operations in the Ekins property currently. He thinks the council needs to consider that there is a lot for them to gain from these operations and the city needs to better understanding of how it would gain, if at all, from said operations. Community Development Director Bond brought up that their equipment had been moved to another location. Mayor Hunsaker said that last time he spoke with John Ogden and Marty White that they indicated that they only had a few more blasts. As such, it makes sense that they took their equipment away as the area is ready for mass grating now that the ground is loose. Council Member Rowley asked how much vested mining rights the Ekins Group really had and if they could expand operations. City Manager Reeves said that it really all depended on what happens in the 2020 Legislative Session and it might not be a good idea to rock the boat on vested mining rights since the Utah League of Cities and Towns is currently working with the state legislature and mining corporations to come to an agreement. City Engineer Beagley said that after talking with the county attorney he got the feeling that mining corporations probably have more vested mining rights than cities think they do and less than the mining corporations think they do. Council Member Rowley asked if vested mining rights means that the Ekins Group can build an asphalt plant and City Manager Reeves responded that yes it did. The Council agreed they wanted to 1) find out the nature of the relationship between property owners and mining operators, 2) in terms of Local Regulations have possible regulations that would include hours of operation, haul routes, and asphalt roads that would be constructed to US-6, 3) to establish timeframes by phase, 4) Mass Grating would be regulated by standard/current Santaquin City Code requirements, not by the development agreement, 5) and there is a consensus to wait for now.

- **Flag Lots:** Community Development Director Bond said that he believed flag lots were a poor way to develop and Mayor Hunsaker said he agreed. Council Member Broadhead said that the developer should be able to plan how they develop and there should not be a need for flag lots. The council agreed that this provision should be removed in its entirety.
- **Sidewalks:** Council Member Miller said that he did not think the development needed sidewalks on both sides because it becomes more expensive to landscape and maintain and it becomes a city right of way that homeowners are responsible for. City Manager Reeves brought up that sidewalks on both sides of the road should be made on a case-by-case basis depending on the width and size of the road. City Engineer Beagley agreed that it does not make sense in some areas to install sidewalks as long as roadways requirements meet city standards. Community Development Director Bond said that he agrees that perhaps the city needs some sort of criteria to determine when sidewalks or in-lieu of sidewalks would be appropriate depending on the size or width of the road. The council agreed to refer back to Santaquin City Standards (ROW requirements) and require road cross-sections. Sidewalks on one side may be allowed on a case-by-case basis (based on review of each phase) and that staff should review CC&R's to address park strips, landscaping, etc.
- **Side Setback:** Council Member Miller asked staff what the current side setback standard was and Community Development Director Bond said it depended on the zone. City Engineer Beagley said that the agreement should agree to Santaquin City Standards but then Bond said that current fire code standard is 10 feet. The council agreed on a minimum 10'8" standard.

- **Cul-de-sac Length:** The council agreed that the cul-de-sac length should refer to Santaquin City Code, which has a current max of 250 feet.
- **Connectors Agreement:** City Engineer Beagley told the council that this portion of the agreement is standard and he does not see many problems with the connector's agreement. City Attorney Rich said that is not necessarily true and that it needs a case law review. The council agreed that this was open to negotiation.
- **Water Dedication:** City Attorney Rich asked if the city wants Strawberry Water and City Engineer Beagley said that perhaps an interlocal agreement to allow for use of Strawberry Water in the portion of the Ekins Development that falls under the Strawberry Water charter. City Manager Reeves said that he did talk to representatives from Strawberry Water about 10 years ago in which the topic was having them provide irrigation waters as a separate company to those areas of the community serviced by Strawberry Water. Council Member Broadhead said he was concerned that Strawberry would not maintain the canal if that was the case. He indicated that he would prefer to not use Strawberry Water. City Engineer Beagley said that if we forfeited Strawberry Water, the city may miss out on the value of those shares. Mayor Hunsaker asked how many shares of Strawberry Water were owned by Ekins Group and City Engineer Beagley said he did not know but that in the agreement there could be a money in-lieu of shares negotiated. City Manager Reeves brought up the point that doubling the number of doors in the city would require another wastewater treatment facility due to the increase of capacity and the topography of the Ekins Development. Council Member Broadhead asked if the city was going to build another wastewater treatment facility and Mayor Hunsaker said no. Council Member Broadhead said they would not pay for a \$20-million facility in the agreement. City Engineer Beagley said that he believed engineering studies and master plan updates needed to be paid for by the Ekins Group and any future proposed annexations because of the expense. City Manager Reeves countered that point by saying very small non-impactful annexations, as proposed elsewhere in the city, could forgo such requirements but any sizable annexation should abide by that standard. City Engineer Beagley stated that because the impact is being caused by the Ekins Development, they need to be the ones paying for it. The council agreed that the agreement should refer to Santaquin City Code and remove Strawberry Water until a master policy is established between the city and Strawberry Water for areas currently serviced by Strawberry Water as well as improve existing well to meet culinary standards and dedicate well to city.
- **PID Financing:** City Manager Reeves stated that he was very reluctant to recommend to the council the use of any PID Financing because of the burden it would put on the future homeowners for assets that would have a shorter useful life than the bonds for which they were funded. The council agreed that the agreement would not allow for PID Financing.
- **Reimbursements:** City Development Director Bond read details from the previous city council minutes. City Engineer Beagley said that if there is a difference between current city standards and future city standards then the city will pay for the difference. Beagley stated that he thinks this is a moot point as state code already requires upsizing. Mayor Hunsaker asked why the regional park was in the reimbursement clause and City Manager Reeves said that he did not know why because they marketed it as something that Ekins Group would cover. The council agreed that reimbursements would be allowed only if the improvements increase the city's current level of service or are for upsizing infrastructure for areas benefited outside of the development area. Reimbursements of impact fees can only apply to those areas/projects outlined in the current or updated capital facility plans.
- **Upsizing of Infrastructure:** See Capital Facility Plan(s) Requirement in High Density

- **Sunset Clause:** City Engineer Beagley said that Summit Ridge Development is 20-years and Foothills Development is 15-years. Attorney Rich said that 40-years is longer than anything the city is currently in contract with and City Manager Reeves suggested 20-years with renewal option to extend duration in 5-year increments. The council agreed on a 20-year limit with city's option to extend duration in 5-year increment(s).

ADJOURNMENT

At 6:30 p.m., 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 |
| Council Member Broadhead | Aye |

The motion passed with a 5 to 0 vote.

Kirk F. Hunsaker, Mayor

K. Aaron Shirley, City Recorder

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Invoice Register - 10/12/2019 to 11/1/2019 - All Invoices

11/1/2019

| <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> |
|--------------------|--------------------------------|------------------|--------------------|-----------------|-------------------|--------------------|---------------------------|------------------------------|
| PC-10152019B | ADCOCK, ARTHUR LEE | 78889 | 10/15/2019 | 10/15/2019 | \$25.00 | | | |
| | | | | | 25.00 | 1078310 | PROFESSIONAL & TECHNICA | PLANNING COMMISSION 10-0 |
| PC-10282019B | ADCOCK, ARTHUR LEE | 78955 | 10/28/2019 | 10/28/2019 | \$25.00 | | | |
| | | | | | 25.00 | 1078310 | PROFESSIONAL & TECHNICA | PLANNING COMMISSION 10-2 |
| | Vendor Total: | | | | \$50.00 | | | |
| 719327677 | ADT SECURITY SERVIES, INC | 78890 | 10/15/2019 | 10/15/2019 | \$178.92 | | | |
| | | | | | 178.92 | 6340310 | PROFESSIONAL & TECHNICA | ALARM 11-01-2019 TO 1-31-20 |
| 2019-1707 | ALL PRO SECURITY, LLC | 78891 | 10/17/2019 | 10/17/2019 | \$276.00 | | | |
| | | | | | 276.00 | 1042310 | PROFESSIONAL & TECHNICA | 2 APS Deputy Constables, SFO |
| 2019-1774 | ALL PRO SECURITY, LLC | 78956 | 10/28/2019 | 10/28/2019 | \$408.00 | | | |
| | | | | | 408.00 | 1042310 | PROFESSIONAL & TECHNICA | 2 APS Deputy Constables, SFO |
| | Vendor Total: | | | | \$684.00 | | | |
| 19-IV-3069 | APPARATUS EQUIPMENT & SERVICE | 78927 | 10/21/2019 | 10/21/2019 | \$220.13 | | | |
| | | | | | 220.13 | 7657240 | FIRE - SUPPLIES | EXTENDER WAIST BELT 16" M |
| REIMBURSE-10 | BEAGLEY, NORM | | 10/17/2019 | 10/17/2019 | \$781.92 | | | |
| | | | | | 781.92 | 1048230 | EDUCATION, TRAINING, TRAV | ICMA CONFERENCE |
| 1082009 | BEST DEAL SPRINGS | 78892 | 10/17/2019 | 10/17/2019 | \$19.89 | | | |
| | | | | | 19.89 | 5140240 | SUPPLIES | WHEEL FOR A-FRAME JAC |
| 1082730 | BEST DEAL SPRINGS | | 10/17/2019 | 10/17/2019 | \$145.60 | | | |
| | | | | | 145.60 | 1060250 | EQUIPMENT MAINTENANCE | H280 HYDRAULIC HOSE/JIC FE |
| | Vendor Total: | | | | \$165.49 | | | |
| 1619610 | BONNEVILLE INDUSTRIAL SUPPLY C | 78938 | 10/23/2019 | 10/23/2019 | \$541.75 | | | |
| | | | | | 180.58 | 1060250 | EQUIPMENT MAINTENANCE | SUPER-LO BOX STEEL WEAT |
| | | | | | 180.59 | 5140250 | EQUIPMENT MAINTENANCE | SUPER-LO BOX STEEL WEAT |
| | | | | | 180.58 | 5240250 | EQUIPMENT MAINTENANCE | SUPER-LO BOX STEEL WEAT |
| 1619793 | BONNEVILLE INDUSTRIAL SUPPLY C | 78938 | 10/23/2019 | 10/23/2019 | \$223.85 | | | |
| | | | | | 223.85 | 5240250 | EQUIPMENT MAINTENANCE | TRIPOD CARRYING BAG |
| | Vendor Total: | | | | \$765.60 | | | |
| UP28401 | CENTURY EQUIPMENT COMP | | 10/17/2019 | 10/17/2019 | \$545.76 | | | |
| | | | | | 545.76 | 5140250 | EQUIPMENT MAINTENANCE | EQUIPMENT PARTS |
| UW04666 | CENTURY EQUIPMENT COMP | | 10/17/2019 | 10/17/2019 | \$1,053.36 | | | |
| | | | | | 1,053.36 | 5140250 | EQUIPMENT MAINTENANCE | EQUIPMENT PARTS |
| | Vendor Total: | | | | \$1,599.12 | | | |
| 10152019 | CENTURYLINK | 78894 | 10/15/2019 | 10/15/2019 | \$79.75 | | | |
| | | | | | 79.75 | 1051280 | TELEPHONE | 754-5293 |
| 1478148203 | CENTURYLINK | 78894 | 10/15/2019 | 10/15/2019 | \$0.19 | | | |
| | | | | | 0.19 | 1051280 | TELEPHONE | 754-3211 |
| | Vendor Total: | | | | \$79.94 | | | |
| 19G1376 | CHEMTECH-FORD, INC | 78917 | 10/18/2019 | 10/18/2019 | \$3,098.00 | | | |
| | | | | | 3,098.00 | 5140310 | PROFESSIONAL & TECHNICA | SERVICE |
| 19G1383 | CHEMTECH-FORD, INC | 78917 | 10/18/2019 | 10/18/2019 | \$480.00 | | | |
| | | | | | 480.00 | 5140310 | PROFESSIONAL & TECHNICA | SERVICE |
| 19H0746 | CHEMTECH-FORD, INC | 78917 | 10/18/2019 | 10/18/2019 | \$41.00 | | | |
| | | | | | 41.00 | 5240310 | PROFESSIONAL & TECHNICA | SERVICE |
| 19I1536 | CHEMTECH-FORD, INC | 78939 | 10/23/2019 | 10/23/2019 | \$148.00 | | | |
| | | | | | 148.00 | 5240310 | PROFESSIONAL & TECHNICA | WRF Testing |
| 19J0142 | CHEMTECH-FORD, INC | 78939 | 10/23/2019 | 10/23/2019 | \$90.00 | | | |
| | | | | | 90.00 | 5140310 | PROFESSIONAL & TECHNICA | Apple Hollow |

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11/1/2019

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|--------------------|--------------------------------|------------------|--------------------|-----------------|--------------------|--------------------|--------------------------|-----------------------------|
| 19J0144 | CHEMTECH-FORD, INC | 78939 | 10/23/2019 | 10/23/2019 | \$100.00 | | | |
| | | | | | 100.00 | 5140310 | PROFESSIONAL & TECHNICA | SAMPLE TESTS |
| 19J0549 | CHEMTECH-FORD, INC | 78939 | 10/23/2019 | 10/23/2019 | \$60.00 | | | |
| | | | | | 60.00 | 5140310 | PROFESSIONAL & TECHNICA | SAMPLE TESTS |
| 19J0616 | CHEMTECH-FORD, INC | 78939 | 10/23/2019 | 10/23/2019 | \$100.00 | | | |
| | | | | | 100.00 | 5140310 | PROFESSIONAL & TECHNICA | SAMPLE TESTS |
| 19J0977 | CHEMTECH-FORD, INC | 78939 | 10/23/2019 | 10/23/2019 | \$60.00 | | | |
| | | | | | 60.00 | 5140310 | PROFESSIONAL & TECHNICA | SAMPLE TESTS |
| 19J0978 | CHEMTECH-FORD, INC | 78957 | 10/28/2019 | 10/28/2019 | \$80.00 | | | |
| | | | | | 80.00 | 5240310 | PROFESSIONAL & TECHNICA | SAMPLING |
| | Vendor Total: | | | | \$4,257.00 | | | |
| PR101219-7171 | CHILD SUPPORT SERVICES/ORS | 78919 | 10/17/2019 | 10/17/2019 | \$215.54 | | | |
| | | | | | 215.54 | 1022420 | GARNISHMENTS | Garnishment - Child Support |
| PR102619-7171 | CHILD SUPPORT SERVICES/ORS | 78994 | 10/31/2019 | 10/31/2019 | \$215.54 | | | |
| | | | | | 215.54 | 1022420 | GARNISHMENTS | Garnishment - Child Support |
| | Vendor Total: | | | | \$431.08 | | | |
| 0373160 | CHRISTENSEN OIL | | 10/28/2019 | 10/28/2019 | \$63.92 | | | |
| | | | | | 63.92 | 5140250 | EQUIPMENT MAINTENANCE | USA DEF CASE |
| 0373281 | CHRISTENSEN OIL | | 10/28/2019 | 10/28/2019 | \$476.00 | | | |
| | | | | | 476.00 | 7657240 | FIRE - SUPPLIES | SUPPLIES |
| | Vendor Total: | | | | \$539.92 | | | |
| S6748815.001 | CODALE ELECTRIC SUPPLY | 78958 | 10/28/2019 | 10/28/2019 | \$4,318.00 | | | |
| | | | | | 4,318.00 | 1022530 | STREET LIGHTS (NEW DEVEL | SUMMIT RIDGE ACCIDENT |
| S6801130.003 | CODALE ELECTRIC SUPPLY | 78958 | 10/28/2019 | 10/28/2019 | \$11,816.46 | | | |
| | | | | | 11,816.46 | 1022530 | STREET LIGHTS (NEW DEVEL | FOOTHILL VILLAGE PLAT F |
| S6801196.003 | CODALE ELECTRIC SUPPLY | 78958 | 10/28/2019 | 10/28/2019 | \$9,847.05 | | | |
| | | | | | 9,847.05 | 1022530 | STREET LIGHTS (NEW DEVEL | ORCHARDS G-1 |
| | Vendor Total: | | | | \$25,981.51 | | | |
| PC-10282019 | COLSON, PAMELA | 78959 | 10/28/2019 | 10/28/2019 | \$25.00 | | | |
| | | | | | 25.00 | 1078310 | PROFESSIONAL & TECHNICA | PLANNING COMMISSION 10-2 |
| 8727 | CREATIVE CULTURE INSIGNIA, LLC | 78928 | 10/22/2019 | 10/22/2019 | \$677.25 | | | |
| | | | | | 677.25 | 1054240 | SUPPLIES | POLICE UNIFORM PATCHES |
| 129368 | CREATIVE PRODUCT SOURCING, IN | | 10/17/2019 | 10/17/2019 | \$60.00 | | | |
| | | | | | 60.00 | 1054740 | CAPITAL-VEHICLES & EQUIP | STICKERS |
| 00045149 | DAILY HERALD, THE | 78895 | 10/17/2019 | 10/17/2019 | \$50.82 | | | |
| | | | | | 50.82 | 1078220 | NOTICE, ORDINANCES & PUB | PUBLIC NOTICE |
| 0045153 | DAILY HERALD, THE | 78895 | 10/17/2019 | 10/17/2019 | \$50.82 | | | |
| | | | | | 50.82 | 1078220 | NOTICE, ORDINANCES & PUB | PUBLIC NOTICE |
| | Vendor Total: | | | | \$101.64 | | | |
| 10H5000234 | DEPARTMENT OF HEALTH CARE FIN | 78960 | 10/28/2019 | 10/28/2019 | \$1,949.82 | | | |
| | | | | | 1,949.82 | 7657300 | STATE MEDICAID ASSESSME | AMBULANCE ASSESSMENT S |
| 20H5000234 | DEPARTMENT OF HEALTH CARE FIN | | 10/17/2019 | 10/17/2019 | \$1,949.82 | | | |
| | | | | | 1,949.82 | 7657300 | STATE MEDICAID ASSESSME | AMBULANCE ASSESSMENT S |
| | Vendor Total: | | | | \$3,899.64 | | | |
| 11012019 | DOMINION ENERGY INC. | | 11/1/2019 | 11/1/2019 | \$981.60 | | | |
| | | | | | 63.47 | 1051270 | UTILITIES | 200 S 400 W |

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|--------------------|-------------------------------|------------------|--------------------|-----------------|--------------------|--------------------|-------------------------|-----------------------------|
| | | | | | 118.30 | 1051270 | UTILITIES | 275 W Main Street |
| | | | | | 41.21 | 1051270 | UTILITIES | 45 W 100 S |
| | | | | | 126.98 | 1051270 | UTILITIES | 55 W 100 S |
| | | | | | 34.00 | 1051270 | UTILITIES | 98 S CENTER STREET |
| | | | | | 41.31 | 1051270 | UTILITIES | 1205 N CENTER |
| | | | | | 556.33 | 5240500 | WRF - UTILITIES | 1205 N CENTER |
| 1962 | DONE RITE LINES, LLC | | 10/17/2019 | 10/17/2019 | \$1,129.50 | | | |
| | | | | | 1,129.50 | 4540200 | ROAD MAINTENANCE | PAVEMENT MARKING PAINT R |
| 494 | DONE RITE LINES, LLC | | 10/17/2019 | 10/17/2019 | \$15.00 | | | |
| | | | | | 15.00 | 1060240 | SUPPLIES | BLUE BUTCHER PAPER/FOOT |
| | Vendor Total: | | | | \$1,144.50 | | | |
| Refund: 1018150 | DR HORTON | | 10/30/2019 | 10/30/2019 | \$25.54 | | | |
| | | | | | 25.54 | 5113110 | ACCOUNTS RECEIVABLE | Refund: 1018150 - DR HORTON |
| Refund: 1510890 | DR HORTON | | 10/30/2019 | 10/30/2019 | \$4.78 | | | |
| | | | | | 4.78 | 5113110 | ACCOUNTS RECEIVABLE | Refund: 1510890 - DR HORTON |
| Refund: 1511410 | DR HORTON | | 10/30/2019 | 10/30/2019 | \$1.17 | | | |
| | | | | | 1.17 | 5113110 | ACCOUNTS RECEIVABLE | Refund: 1511410 - DR HORTON |
| PR101219-8708 | ECMC - MN | 78920 | 10/17/2019 | 10/17/2019 | \$219.52 | | | |
| | | | | | 219.52 | 1022420 | GARNISHMENTS | Garnishment |
| PR102619-8708 | ECMC - MN | 78995 | 10/31/2019 | 10/31/2019 | \$219.52 | | | |
| | | | | | 219.52 | 1022420 | GARNISHMENTS | Garnishment |
| | Vendor Total: | | | | \$439.04 | | | |
| PR101219-383 | EFTPS | 9999 | 10/17/2019 | 10/17/2019 | \$28,944.35 | | | |
| | | | | | 16,157.96 | 1022210 | FICA PAYABLE | Social Security Tax |
| | | | | | 3,778.98 | 1022210 | FICA PAYABLE | Medicare Tax |
| | | | | | 9,007.41 | 1022220 | FEDERAL WITHHOLDING PAY | Federal Income Tax |
| PR102619-383 | EFTPS | 9999 | 10/31/2019 | 10/31/2019 | \$28,116.96 | | | |
| | | | | | 15,769.86 | 1022210 | FICA PAYABLE | Social Security Tax |
| | | | | | 3,688.16 | 1022210 | FICA PAYABLE | Medicare Tax |
| | | | | | 8,658.94 | 1022220 | FEDERAL WITHHOLDING PAY | Federal Income Tax |
| | Vendor Total: | | | | \$57,061.31 | | | |
| IN36817 | EMERALD TURF FARM | 78940 | 10/23/2019 | 10/23/2019 | \$107.10 | | | |
| | | | | | 107.10 | 1077300 | BUILDINGS & GROUND MAIN | KENTUCKY BLUEGRASS INST |
| 8535109 | EWING IRRIGATION PRODUCTS INC | 78961 | 10/28/2019 | 10/28/2019 | \$53.24 | | | |
| | | | | | 53.24 | 1070310 | FIELD MAINTENANCE EXPEN | Field Maintenance |
| 36930 | FREEDOM MAILING SERVICES, INC | 78929 | 10/22/2019 | 10/22/2019 | \$923.70 | | | |
| | | | | | 923.70 | 4140703 | RECREATION CENTER BALLO | ELECTION MAGAZINE MAIL O |
| 36931 | FREEDOM MAILING SERVICES, INC | 78929 | 10/22/2019 | 10/22/2019 | \$865.18 | | | |
| | | | | | 865.18 | 4140703 | RECREATION CENTER BALLO | ELECTION PAMPHLET MAIL O |
| | Vendor Total: | | | | \$1,788.88 | | | |
| NP57032929 | FUELMAN-STATE OF UTAH GASCAR | 78896 | 10/15/2019 | 10/15/2019 | \$5,906.66 | | | |
| | | | | | 517.82 | 1043260 | FUEL | SEPTEMBER |
| | | | | | 26.64 | 1048260 | FUEL | SEPTEMBER |
| | | | | | 3,032.67 | 1054260 | FUEL | SEPTEMBER |
| | | | | | 281.79 | 1060260 | FUEL | SEPTEMBER |
| | | | | | 281.79 | 1062260 | FUEL | SEPTEMBER |
| | | | | | 124.75 | 1068260 | FUEL | SEPTEMBER |
| | | | | | 281.79 | 1070260 | FUEL | SEPTEMBER |
| | | | | | 281.79 | 1077260 | FUEL | SEPTEMBER |

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|--------------------|-------------------------------|------------------|--------------------|-----------------|-------------------|--------------------|-------------------------|----------------------------------|
| | | | | | 281.79 | 5140260 | FUEL | SEPTEMBER |
| | | | | | 281.79 | 5240260 | FUEL | SEPTEMBER |
| | | | | | 257.23 | 6140260 | FUEL | SEPTEMBER |
| | | | | | 36.12 | 7657260 | FUEL | SEPTEMBER |
| | | | | | 220.69 | 7657260 | FUEL | SEPTEMBER |
| 1264 | GARRETT & COMPANY, INC | | 10/31/2019 | 10/31/2019 | \$723.00 | | | |
| | | | | | 723.00 | 1070300 | BUILDINGS & GROUNDS MAI | WAVE SECTION ROCKITE SLI |
| 2100052 | GOLDEN WEST INDUSTRIAL SUPPLY | 78962 | 10/28/2019 | 10/28/2019 | \$438.66 | | | |
| | | | | | 438.66 | 7657240 | FIRE - SUPPLIES | SUPPLIES |
| 10232019C | GORDON'S HARDWARE - ACE | 78951 | 10/23/2019 | 10/23/2019 | \$43.95 | | | |
| | | | | | 43.95 | 1060240 | SUPPLIES | CONCRETE MIX & CHAIN LOOP |
| PC-10152019D | GUNNELL, BRADLEY DON | 78897 | 10/15/2019 | 10/15/2019 | \$25.00 | | | |
| | | | | | 25.00 | 1078310 | PROFESSIONAL & TECHNICA | PLANNING COMMISSION 10-0 |
| PC-10282019 | GUNNELL, BRADLEY DON | 78963 | 10/28/2019 | 10/28/2019 | \$25.00 | | | |
| | | | | | 25.00 | 1078310 | PROFESSIONAL & TECHNICA | PLANNING COMMISSION 10-2 |
| | Vendor Total: | | | | \$50.00 | | | |
| 11694690 | HACH COMPANY | | 10/17/2019 | 10/17/2019 | \$335.31 | | | |
| | | | | | 335.31 | 5240510 | WRF - CHEMICAL SUPPLIES | WRF |
| 102019 | HEALTH EQUITY INC, | 9999 | 11/1/2019 | 11/1/2019 | \$6,823.11 | | | |
| | | | | | 491.23 | 1022503 | HSA | Norm Beagley - Employee Contri |
| | | | | | 100.00 | 1022503 | HSA | Norm Beagley - Employer Contri |
| | | | | | 491.23 | 1022503 | HSA | Jason Bond - Employer Contribu |
| | | | | | 266.68 | 1022503 | HSA | Brandon Butler- Employer Contri |
| | | | | | 491.23 | 1022503 | HSA | Manny Escoto - Employer Contri |
| | | | | | 364.91 | 1022503 | HSA | Wade Eva - Employer Contributi |
| | | | | | 300.00 | 1022503 | HSA | Wade Eva - Employee Contributi |
| | | | | | 491.23 | 1022503 | HSA | Jon Green - Employer Contributi |
| | | | | | 491.23 | 1022503 | HSA | Ryan Harris - Employer Contribu |
| | | | | | 339.87 | 1022503 | HSA | Jon Hepworth - Employer Contri |
| | | | | | 364.91 | 1022503 | HSA | Gregg Hlatt - Employer Contribu |
| | | | | | 50.00 | 1022503 | HSA | Gregg Hlatt - Employee Contribu |
| | | | | | 339.87 | 1022503 | HSA | Shannon Hoffman - Employer C |
| | | | | | 240.00 | 1022503 | HSA | Shannon Hoffman - Employee C |
| | | | | | 252.46 | 1022503 | HSA | Rod Hurst - Employer Contributi |
| | | | | | 400.00 | 1022503 | HSA | Rod Hurst - Employer Contributi |
| | | | | | 491.23 | 1022503 | HSA | rod Hurst - Employer Contributio |
| | | | | | 364.91 | 1022503 | HSA | Kayson Shepherd - Employer C |
| | | | | | 339.87 | 1022503 | HSA | Aaron Shirley - Employer Contri |
| | | | | | 100.00 | 1022503 | HSA | Aaron Shirley - Employee Contri |
| | | | | | 52.25 | 1043310 | PROFESSIONAL & TECHNICA | HSA & FSA Admin Fees October |
| fi49379 | HEALTH EQUITY INC, | 9999 | 10/21/2019 | 10/21/2019 | \$139.37 | | | |
| | | | | | 139.37 | 1022502 | FSA | Replenish for HCRA 10/21/2019 |
| v84g4ne | HEALTH EQUITY INC, | 9999 | 10/21/2019 | 10/21/2019 | \$10.00 | | | |
| | | | | | 10.00 | 1022502 | FSA | Replenish for HCRA 10/21/2019 |
| w38t1pa | HEALTH EQUITY INC, | 9999 | 10/21/2019 | 10/21/2019 | \$518.00 | | | |
| | | | | | 518.00 | 1022502 | FSA | Replenish for HCRA 10/21/2019 |
| wj2zj9t | HEALTH EQUITY INC, | 9999 | 11/1/2019 | 11/1/2019 | \$150.00 | | | |
| | | | | | 150.00 | 1022502 | FSA | Replenish for HCRA 10/28/2019 |
| | Vendor Total: | | | | \$7,640.48 | | | |
| 69977628 | HENRY SCHEIN | 78964 | 10/28/2019 | 10/28/2019 | \$239.25 | | | |
| | | | | | 239.25 | 7657242 | EMS - SUPPLIES | CATHETER/PATIENT MOVER/S |

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|--------------------|--------------------------------------|------------------|--------------------|-----------------|-----------------|--------------------|---------------------------|-------------------------------|
| 10232019A | HOME DEPOT | 78952 | 10/23/2019 | 10/23/2019 | \$49.97 | | | |
| | | | | | 49.97 | 5140240 | SUPPLIES | DRILL BIT SET |
| 10232019B | HOME DEPOT | 78952 | 10/23/2019 | 10/23/2019 | \$57.60 | | | |
| | | | | | 57.60 | 1022531 | STREET SIGNS (NEW DEVEL | TUBE FOR CONCRETE |
| | Vendor Total: | | | | \$107.57 | | | |
| 0551250977B | HONEY BUCKET | 9999 | 10/17/2019 | 10/17/2019 | (\$64.29) | | | |
| | | | | | -64.29 | 6140242 | TEEBALL SUPPLIES | RETURN CHECK - POSITIVE P |
| 0551250977C | HONEY BUCKET | 78886 | 10/17/2019 | 10/17/2019 | \$104.29 | | | |
| | | | | | 40.00 | 1043501 | BANK AND SERVICE CHARGE | RETURN CHECK FEE FOR CH |
| | | | | | 64.29 | 6140242 | TEEBALL SUPPLIES | REPLACES CHECK NO. 78754 |
| 0551276572 | HONEY BUCKET | 78965 | 10/28/2019 | 10/28/2019 | \$75.00 | | | |
| | | | | | 75.00 | 1070300 | BUILDINGS & GROUNDS MAI | 300 W 100 S |
| 0551281216 | HONEY BUCKET | 78965 | 10/28/2019 | 10/28/2019 | \$75.00 | | | |
| | | | | | 37.50 | 1077300 | BUILDINGS & GROUND MAIN | CEMETERY |
| | | | | | 37.50 | 6140610 | SOCCER EXPENSE | SOCCER |
| | Vendor Total: | | | | \$190.00 | | | |
| Refund: 808906 | HOUWELING UTAH OPERATIONS , IN | | 10/30/2019 | 10/30/2019 | \$209.78 | | | |
| | | | | | 209.78 | 5113110 | ACCOUNTS RECEIVABLE | Refund: 808906 - HOUWELING |
| XC10292019-138 | HRHJ Holdings, LLC. c/o Jimmy DeGraf | 78983 | 10/29/2019 | 10/29/2019 | \$182,710.01 | | | |
| | | | | | 182,710.01 | 1022450 | (WNTY) [C2] ORCHARDS | Construction Cash Bond Releas |
| 1012424540 | INTERMOUNTAIN FARMERS, INC. | 78899 | 10/17/2019 | 10/17/2019 | \$47.96 | | | |
| | | | | | 47.96 | 1070300 | BUILDINGS & GROUNDS MAI | GROUNDS MAINTENANCE |
| ICMA-10172019 | INTERNATIONAL CITY/COUNTY MAN | 78900 | 10/17/2019 | 10/17/2019 | \$899.02 | | | |
| | | | | | 899.02 | 1043210 | BOOKS,SUBSCRIPTIONS,ME | MEMBERSHIP |
| 10312019B | IRIS MEDICAL | | 10/17/2019 | 10/17/2019 | \$1,456.22 | | | |
| | | | | | 1,456.22 | 7657211 | EMS BILLING SERVICES EXP | SEPTEMBER |
| 0129092 | J-U-B ENGINEERING | 78925 | 10/21/2019 | 10/21/2019 | \$5,800.00 | | | |
| | | | | | 5,800.00 | 5740300 | UT CO PARK/REC GRANT | BASKETBALL COURT DESIGN |
| XC10312019-138 | JACQUELINE GOFF | 78999 | 10/31/2019 | 10/31/2019 | \$86.00 | | | |
| | | | | | 86.00 | 1022430 | COURT FINES AND FORFEITU | RESTITUTION |
| XC10312019-138 | JUDY GIBSON | 79001 | 10/31/2019 | 10/31/2019 | \$10.30 | | | |
| | | | | | 10.30 | 7540480 | FOOD | REFUND |
| 22912 | KEITH JUDDS PRO-SERVICE, INC | 78901 | 10/15/2019 | 10/15/2019 | \$172.49 | | | |
| | | | | | 172.49 | 6140250 | EQUIPMENT MAINTENANCE | RECREATION |
| 23113 | KEITH JUDDS PRO-SERVICE, INC | 78901 | 10/15/2019 | 10/15/2019 | \$68.25 | | | |
| | | | | | 68.25 | 1054250 | EQUIPMENT MAINTENANCE | POLICE |
| | Vendor Total: | | | | \$240.74 | | | |
| 17-127 | LARA, PEGGIE | | 11/1/2019 | 11/1/2019 | \$50.00 | | | |
| | | | | | 50.00 | 1042310 | PROFESSIONAL & TECHNICA | INTERPRETER @ 25/HOUR |
| 52668 | LEAVITT GROUP OF SPANISH FORK | 78926 | 10/22/2019 | 10/22/2019 | \$70.00 | | | |
| | | | | | 70.00 | 1043230 | EDUCATION, TRAINING AND T | NOTARY BOND & STAMP |
| 00094526 | LEGACY EQUIPMENT | 78942 | 10/23/2019 | 10/23/2019 | \$684.06 | | | |
| | | | | | 228.02 | 5140240 | SUPPLIES | 8"X62" RED GUM |
| | | | | | 228.02 | 5240240 | SUPPLIES | 8"X62" RED GUM |
| | | | | | 228.02 | 5440240 | SUPPLIES | 8"X62" RED GUM |
| EA887407 | LES OLSON COMPANY | 78966 | 10/28/2019 | 10/28/2019 | \$467.54 | | | |
| | | | | | 467.54 | 4340300 | COPIER CONTRACT | COPIERS |

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|----------------------|----------------------------------|------------------|--------------------|-----------------|--------------------|--------------------|----------------------------|---------------------------|
| BOND-RELEASE | LIFETIME HOMES UTAH, INC C/O JIM | 78985 | 10/30/2019 | 10/30/2019 | \$3,500.00 | | | |
| | | | | | 3,500.00 | 1022450-166 | (BOND-LANDSCAPE) [F2-Lot 2 | CASH LANDSCAPE BOND - RE |
| BOND-RELEASE | LIFETIME HOMES UTAH, INC C/O JIM | 78985 | 10/30/2019 | 10/30/2019 | \$3,500.00 | | | |
| | | | | | 3,500.00 | 1022450-167 | (BOND-LANDSCAPE) [F2-Lot 3 | CASH LANDSCAPE BOND - RE |
| BOND-RELEASE | LIFETIME HOMES UTAH, INC C/O JIM | 78985 | 10/30/2019 | 10/30/2019 | \$3,500.00 | | | |
| | | | | | 3,500.00 | 1022450-161 | (BOND-LANDSCAPE) [F2-Lot3 | CASH LANDSCAPE BOND - RE |
| BOND-RELEASE | LIFETIME HOMES UTAH, INC C/O JIM | 78985 | 10/30/2019 | 10/30/2019 | \$3,500.00 | | | |
| | | | | | 3,500.00 | 1022450-165 | (BOND-LANDSCAPE) [F2-Lot 4 | CASH LANDSCAPE BOND - RE |
| Vendor Total: | | | | | \$14,000.00 | | | |
| REIMBURSE - 11 | MILLER, SARAH JANE | | 11/1/2019 | 11/1/2019 | \$70.95 | | | |
| | | | | | 70.95 | 7540480 | FOOD | SENIOR CENTER FOOD |
| 1929314 | MOUNTAIN ALARM | | 10/17/2019 | 10/17/2019 | \$44.00 | | | |
| | | | | | 44.00 | 1051300 | BUILDINGS & GROUND MAIN | Alarm Monitoring System |
| S103228466.001 | MOUNTAINLAND SUPPLY | 78967 | 10/28/2019 | 10/28/2019 | \$6,134.15 | | | |
| | | | | | 6,134.15 | 5440240 | SUPPLIES | IRRIGATION COMPANY |
| S103285059.001 | MOUNTAINLAND SUPPLY | 78943 | 10/23/2019 | 10/23/2019 | \$2,479.85 | | | |
| | | | | | 1,239.92 | 5140240 | SUPPLIES | SINGLE PORT RADIO WITH TR |
| | | | | | 1,239.93 | 5440240 | SUPPLIES | SINGLE PORT RADIO WITH TR |
| Vendor Total: | | | | | \$8,614.00 | | | |
| PR101219-13093 | NEBO LODGE #45 | 78921 | 10/17/2019 | 10/17/2019 | \$18.00 | | | |
| | | | | | 18.00 | 1022425 | FOP DUES | FOP Dues (Nebo Lodge #45) |
| PR102619-13093 | NEBO LODGE #45 | 78996 | 10/31/2019 | 10/31/2019 | \$18.00 | | | |
| | | | | | 18.00 | 1022425 | FOP DUES | FOP Dues (Nebo Lodge #45) |
| Vendor Total: | | | | | \$36.00 | | | |
| XC10312019-138 | NICOLE MANWARING | 79000 | 10/31/2019 | 10/31/2019 | \$300.00 | | | |
| | | | | | 300.00 | 1022430 | COURT FINES AND FORFEITU | BAIL REFUND |
| 24104 | NIELSEN & SENIOR, ATTORNEYS | 78968 | 10/28/2019 | 10/28/2019 | \$14,315.84 | | | |
| | | | | | 14,315.84 | 1042331 | LEGAL | CRIMINAL |
| 24105 | NIELSEN & SENIOR, ATTORNEYS | 78968 | 10/28/2019 | 10/28/2019 | \$10,495.42 | | | |
| | | | | | 10,495.42 | 1043331 | LEGAL | CIVIL |
| Vendor Total: | | | | | \$24,811.26 | | | |
| San2019-1001 | NSA OF UTAH | 78930 | 10/21/2019 | 10/21/2019 | \$1,150.00 | | | |
| | | | | | 1,150.00 | 6140670 | ADULT SPORTS | COED SOFTBALL UMPIRE |
| 388881481001 | OFFICE DEPOT ADVANTAGE-3615985 | 78902 | 10/18/2019 | 10/18/2019 | \$300.22 | | | |
| | | | | | 300.22 | 1078240 | SUPPLIES | HP 727 300-ML MATTE BLACK |
| 79286 | OLSON'S GARDEN SHOPPE-PAYSON | 78969 | 10/28/2019 | 10/28/2019 | \$183.98 | | | |
| | | | | | 183.98 | 1077300 | BUILDINGS & GROUND MAIN | BACHERI SPRUCE |
| 11938 | OUT BACK GRAPHICS, LLC | 78970 | 10/28/2019 | 10/28/2019 | \$304.60 | | | |
| | | | | | 304.60 | 1060240 | SUPPLIES | CHEVRON SIGNS 18 X 24 |
| 11950 | OUT BACK GRAPHICS, LLC | 78970 | 10/28/2019 | 10/28/2019 | \$107.60 | | | |
| | | | | | 107.60 | 4540200 | ROAD MAINTENANCE | RIGHT & LEFT ARROW SIGNS |
| Vendor Total: | | | | | \$412.20 | | | |
| 13933 | PARAMETRIX | | 10/17/2019 | 10/17/2019 | \$1,916.76 | | | |
| | | | | | 1,916.76 | 5940730 | CAPITAL FACILITY PLAN UPD | MTP UPDATE |
| 325476 | PAYSON AUTO SUPPLY - NAPA | 78944 | 10/23/2019 | 10/23/2019 | \$71.00 | | | |
| | | | | | 71.00 | 1060250 | EQUIPMENT MAINTENANCE | 4 TRAILER WIRE |

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|--------------------|--------------------------------|------------------|--------------------|-----------------|-------------------|--------------------|---------------------------|---------------------------|
| 325507 | PAYSON AUTO SUPPLY - NAPA | 78944 | 10/23/2019 | 10/23/2019 | \$136.99 | | | |
| | | | | | 136.99 | 1070250 | EQUIPMENT MAINTENANCE | CAR BATTERY |
| 326532 | PAYSON AUTO SUPPLY - NAPA | 78971 | 10/28/2019 | 10/28/2019 | \$281.32 | | | |
| | | | | | 281.32 | 1048250 | EQUIPMENT MAINTENANCE | FRONT BRAKE PADS & BRAK |
| 326673 | PAYSON AUTO SUPPLY - NAPA | 78944 | 10/23/2019 | 10/23/2019 | \$106.99 | | | |
| | | | | | 106.99 | 5140240 | SUPPLIES | WATER PUMP |
| 326703 | PAYSON AUTO SUPPLY - NAPA | 78944 | 10/23/2019 | 10/23/2019 | \$41.94 | | | |
| | | | | | 41.94 | 5240250 | EQUIPMENT MAINTENANCE | ANTI-FREEZE |
| 326729 | PAYSON AUTO SUPPLY - NAPA | 78971 | 10/28/2019 | 10/28/2019 | \$104.86 | | | |
| | | | | | 104.86 | 1048250 | EQUIPMENT MAINTENANCE | WIPER BLADES/AIR FILTER/S |
| 326752 | PAYSON AUTO SUPPLY - NAPA | 78944 | 10/23/2019 | 10/23/2019 | \$15.49 | | | |
| | | | | | 15.49 | 1060250 | EQUIPMENT MAINTENANCE | STOP SWITCH ENGINE |
| 327268 | PAYSON AUTO SUPPLY - NAPA | 78971 | 10/28/2019 | 10/28/2019 | \$147.08 | | | |
| | | | | | 147.08 | 4140701 | RELOCATION TO PW BUILDIN | OIL FILL/BRAKE CLEAN/SHOP |
| 327703 | PAYSON AUTO SUPPLY - NAPA | | 10/17/2019 | 10/17/2019 | \$293.97 | | | |
| | | | | | 293.97 | 1060250 | EQUIPMENT MAINTENANCE | FRONT BRAKE PADS/FRONT |
| 327777 | PAYSON AUTO SUPPLY - NAPA | | 10/31/2019 | 10/31/2019 | \$72.76 | | | |
| | | | | | 72.76 | 5140250 | EQUIPMENT MAINTENANCE | UTILITY ROLL/DOOR HANDLE |
| 327782 | PAYSON AUTO SUPPLY - NAPA | | 10/31/2019 | 10/31/2019 | \$365.07 | | | |
| | | | | | 365.07 | 1060250 | EQUIPMENT MAINTENANCE | WIPERS/HEADLIGHTS |
| 327821 | PAYSON AUTO SUPPLY - NAPA | | 10/17/2019 | 10/17/2019 | \$74.49 | | | |
| | | | | | 74.49 | 1060250 | EQUIPMENT MAINTENANCE | REAR BRAKE PADS |
| | Vendor Total: | | | | \$1,711.96 | | | |
| 2196 | PAYSON CHRONICLE | 78903 | 10/18/2019 | 10/18/2019 | \$790.50 | | | |
| | | | | | 790.50 | 1041613 | ELECTION | 2019 BOND BALLOT PROPOSI |
| 01-696639 | PAYSON MARKET | 78904 | 10/18/2019 | 10/18/2019 | \$54.08 | | | |
| | | | | | 54.08 | 1043610 | OTHER SERVICES | COLUMBUS DAY TRAINING B |
| 07-607499 | PAYSON MARKET | 78904 | 10/18/2019 | 10/18/2019 | \$3.99 | | | |
| | | | | | 3.99 | 1041670 | YOUTH CITY COUNCIL EXPE | DEPARTMENT OF THE MONT |
| | Vendor Total: | | | | \$58.07 | | | |
| 044242-10906 | PETERSON TIRE OF SANTAQUIN (BI | 78905 | 10/17/2019 | 10/17/2019 | \$170.01 | | | |
| | | | | | 170.01 | 1054250 | EQUIPMENT MAINTENANCE | OIL CHANGE FULL SYNTHETI |
| 044242-10996 | PETERSON TIRE OF SANTAQUIN (BI | 78905 | 10/17/2019 | 10/17/2019 | \$72.92 | | | |
| | | | | | 72.92 | 1054250 | EQUIPMENT MAINTENANCE | OIL CHANGE FULL SYNTHETI |
| 044242-11185 | PETERSON TIRE OF SANTAQUIN (BI | 78972 | 10/28/2019 | 10/28/2019 | \$59.91 | | | |
| | | | | | 59.91 | 1054250 | EQUIPMENT MAINTENANCE | OIL CHANGE |
| | Vendor Total: | | | | \$302.84 | | | |
| 1397464 | POLYDYNE, INC | 78945 | 10/23/2019 | 10/23/2019 | \$3,213.79 | | | |
| | | | | | 3,213.79 | 5240510 | WRF - CHEMICAL SUPPLIES | CLARIFLOC WE-1950 |
| 190200 | POTABLE DIVERS INC | 78954 | 10/23/2019 | 10/23/2019 | \$5,866.55 | | | |
| | | | | | 5,866.55 | 5140250 | EQUIPMENT MAINTENANCE | CONCRETE & ANODES |
| XC10182019-135 | ROBBINS, MARK | 78888 | 10/18/2019 | 10/18/2019 | \$200.00 | | | |
| | | | | | 200.00 | 1041610 | OTHER SERVICES | MAYOR'S WALK EVENT DJ |
| RMP-10152019 | ROCKY MOUNTAIN POWER | 78906 | 10/15/2019 | 10/15/2019 | \$31.95 | | | |
| | | | | | 31.95 | 1060270 | UTILITIES - STREET LIGHTS | 509 FIRESTONE DR |
| RMP-10152019A | ROCKY MOUNTAIN POWER | 78906 | 10/15/2019 | 10/15/2019 | \$1,397.75 | | | |
| | | | | | 1,397.75 | 5140273 | UTILITIES | 1100 S CANYON ROAD |

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|----------------------|----------------------|------------------|--------------------|-----------------|--------------------|--------------------|---------------------------|-----------------------------|
| RMP-10152019B | ROCKY MOUNTAIN POWER | 78906 | 10/15/2019 | 10/15/2019 | \$14.79 | | | |
| | | | | | 14.79 | 5440273 | UTILITIES | 1250 S CANYON |
| RMP-10152019D | ROCKY MOUNTAIN POWER | 78906 | 10/15/2019 | 10/15/2019 | \$112.87 | | | |
| | | | | | 40.06 | 1060270 | UTILITIES - STREET LIGHTS | 1005 S RED BARN |
| | | | | | 45.30 | 1060270 | UTILITIES - STREET LIGHTS | 415 TRAVERTINE WAY |
| | | | | | 20.09 | 1060270 | UTILITIES - STREET LIGHTS | 154 E 950 S |
| | | | | | 7.42 | 1060270 | UTILITIES - STREET LIGHTS | 80 E 770 N |
| RMP-10152019E | ROCKY MOUNTAIN POWER | 78906 | 10/15/2019 | 10/15/2019 | \$18.60 | | | |
| | | | | | 18.60 | 1060270 | UTILITIES - STREET LIGHTS | 1026 E MAIN |
| RMP-10172019 | ROCKY MOUNTAIN POWER | 78906 | 10/17/2019 | 10/17/2019 | \$29.68 | | | |
| | | | | | 29.68 | 1060270 | UTILITIES - STREET LIGHTS | 115 W 860 N |
| RMP-10222019 | ROCKY MOUNTAIN POWER | 78931 | 10/22/2019 | 10/22/2019 | \$23,924.99 | | | |
| | | | | | 41.30 | 1051270 | UTILITIES | 190 S 400 W - RECREATION C |
| | | | | | 271.52 | 1051270 | UTILITIES | 190 S 400 W - RECREATION C |
| | | | | | 1,315.78 | 1051270 | UTILITIES | 275 W MAIN ST |
| | | | | | 290.60 | 1051270 | UTILITIES | 98 S CENTER LIBRARY |
| | | | | | 362.10 | 1051270 | UTILITIES | 45 W 100 S |
| | | | | | 38.22 | 1070270 | UTILITIES | 1390 SUMMIT RIDGE SPRINKL |
| | | | | | 311.43 | 1070270 | UTILITIES | 250 S 400 W ARENA - CONSES |
| | | | | | 15.83 | 1070270 | UTILITIES | 250 S 400 W ARENA - CONSES |
| | | | | | 13.47 | 1070270 | UTILITIES | 250 S 400 W ARENA - CONSES |
| | | | | | 11.24 | 1070270 | UTILITIES | 250 S 400 W ARENA - CONSES |
| | | | | | 526.13 | 1070270 | UTILITIES | STREET LIGHTS |
| | | | | | 366.72 | 1070270 | UTILITIES | 592 SUMMIT RIDGE PKY - 80% |
| | | | | | 69.26 | 1070270 | UTILITIES | 592 SUMMIT RIDGE PKY - SO |
| | | | | | 20.75 | 1070270 | UTILITIES | 290 W 800 N RESTROOMS |
| | | | | | 10.86 | 1070270 | UTILITIES | 313 W 100 S BOWERY |
| | | | | | 22.16 | 1070270 | UTILITIES | 313 W 100 S RESTROOM |
| | | | | | 97.66 | 1070270 | UTILITIES | 280 W 750 N PARK |
| | | | | | 15.16 | 1070270 | UTILITIES | 310 N ORCHARD LANE PARK |
| | | | | | 56.32 | 1070270 | UTILITIES | 49 E MAIN AREA LIGHT |
| | | | | | 7.14 | 1070270 | UTILITIES | 49 E MAIN PARK LIGHTS |
| | | | | | 21.17 | 1070270 | UTILITIES | 398 N CHERRY LN |
| | | | | | 112.42 | 1070270 | UTILITIES | 705 SUNSET DRIVE |
| | | | | | 26.99 | 1070270 | UTILITIES | 168 E 610 CONCESSION STAN |
| | | | | | 100.11 | 1070270 | UTILITIES | 300 W 100 S BALL PARK LIGH |
| | | | | | 18.25 | 5140273 | UTILITIES | 1200 S 100 W - GENERAL SER |
| | | | | | 24.07 | 5140273 | UTILITIES | 1200 S 100 W - RECREATION |
| | | | | | 137.88 | 5140273 | UTILITIES | 1005 S CENTER - CHLOR |
| | | | | | 114.01 | 5140273 | UTILITIES | 190 E 400 S CULINARY WELL |
| | | | | | 40.01 | 5140273 | UTILITIES | 392 N 200 W PUMP VAULT |
| | | | | | 1,092.44 | 5140273 | UTILITIES | 910 E 10 N EASTSIDE WELL |
| | | | | | 6,513.64 | 5240270 | UTILITIES | 6650 W 13800 S PUMP - HAYFI |
| | | | | | 11,860.35 | 5440273 | UTILITIES | 3 SUMMIT RIDGE PARKWAY - |
| RMT-10152019C | ROCKY MOUNTAIN POWER | 78906 | 10/15/2019 | 10/15/2019 | \$10,157.71 | | | |
| | | | | | 191.98 | 1051270 | UTILITIES | 1213 N CENTER |
| | | | | | 335.69 | 1051270 | UTILITIES | 1213 N CENTER PUBLIC WOR |
| | | | | | 15.09 | 1070270 | UTILITIES | 1000 N CENTER |
| | | | | | 429.11 | 5240500 | WRF - UTILITIES | 10 W GINGER GOLD RD |
| | | | | | 9,185.84 | 5240500 | WRF - UTILITIES | 1215 N CENTER |
| Vendor Total: | | | | | \$35,688.34 | | | |
| 17-242 | ROTH, MADELINE | | 10/17/2019 | 10/17/2019 | \$50.00 | | | |
| | | | | | 50.00 | 1043110 | SALARIES AND WAGES | RESTITUTION |

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|--------------------|--------------------------------|------------------|--------------------|-----------------|-------------------|--------------------|---------------------------|------------------------------|
| SAMS-10182019 | SAM'S CLUB /GECRB | 78932 | 10/18/2019 | 10/18/2019 | \$780.41 | | | |
| | | | | | 63.90 | 1043240 | SUPPLIES | CANDY SUPPLIES |
| | | | | | 96.45 | 1043240 | SUPPLIES | 2 TB BACKUP HARDDRIVE |
| | | | | | 39.99 | 1043501 | BANK AND SERVICE CHARGE | LATE FEE |
| | | | | | 51.82 | 1043501 | BANK AND SERVICE CHARGE | INTEREST ON PURCHASES |
| | | | | | 12.98 | 1051240 | SUPPLIES | KITCHEN SUPPLIES - TRASH |
| | | | | | 110.45 | 1051240 | SUPPLIES | CLEANING SUPPLIES |
| | | | | | 404.82 | 7540480 | FOOD | COLUMBUS DAY BREAKFAST |
| PR101219-266 | SANTAQUIN CITY UTILITIES | 78922 | 10/17/2019 | 10/17/2019 | \$740.00 | | | |
| | | | | | 690.00 | 1022350 | UTILITIES PAYABLE | Utilities |
| | | | | | 50.00 | 1022350 | UTILITIES PAYABLE | Cemetery |
| PR102619-266 | SANTAQUIN CITY UTILITIES | 78997 | 10/31/2019 | 10/31/2019 | \$940.00 | | | |
| | | | | | 690.00 | 1022350 | UTILITIES PAYABLE | Utilities |
| | | | | | 250.00 | 1022350 | UTILITIES PAYABLE | Cemetery |
| | Vendor Total: | | | | \$1,680.00 | | | |
| REIMBURSE-10 | SHEPHERD, KAYSON | 78907 | 10/17/2019 | 10/17/2019 | \$319.07 | | | |
| | | | | | 319.07 | 1054240 | SUPPLIES | MEN'S MINIMALIST COMPONE |
| REIMBURSE-10 | SHEPHERD, KAYSON | 78933 | 10/21/2019 | 10/21/2019 | \$21.17 | | | |
| | | | | | 21.17 | 1054240 | SUPPLIES | UNIFORM |
| | Vendor Total: | | | | \$340.24 | | | |
| PER DIEM - 101 | SILVA, LORI | 78908 | 10/17/2019 | 10/17/2019 | \$165.34 | | | |
| | | | | | 165.34 | 1042230 | EDUCATION, TRAINING & TRA | COURT CLERK CONFERENCE |
| 3194712 RI | SKAGGS PUBLIC SAFETY UNIFORM | 78909 | 10/17/2019 | 10/17/2019 | \$26.98 | | | |
| | | | | | 26.98 | 1054240 | SUPPLIES | Uniform & Supplies |
| 3194825 RI | SKAGGS PUBLIC SAFETY UNIFORM | 78934 | 10/22/2019 | 10/22/2019 | \$123.00 | | | |
| | | | | | 123.00 | 1054240 | SUPPLIES | Uniform & Supplies |
| 3195799 RI | SKAGGS PUBLIC SAFETY UNIFORM | 78934 | 10/21/2019 | 10/21/2019 | \$69.00 | | | |
| | | | | | 69.00 | 1054240 | SUPPLIES | UNIFORM |
| | Vendor Total: | | | | \$218.98 | | | |
| 18230 | SKM INC | | 10/17/2019 | 10/17/2019 | \$5,063.45 | | | |
| | | | | | 1,687.82 | 5140240 | SUPPLIES | SCADA MAINTENANCE |
| | | | | | 1,687.82 | 5240240 | SUPPLIES | SCADA MAINTENANCE |
| | | | | | 1,687.81 | 5440240 | SUPPLIES | SCADA MAINTENANCE |
| 14213 | SMASH ATHLETICS, INC | 78973 | 10/28/2019 | 10/28/2019 | \$254.60 | | | |
| | | | | | 254.60 | 7657244 | UNIFORMS | UNIFORM |
| 14341 | SMASH ATHLETICS, INC | 78935 | 10/21/2019 | 10/21/2019 | \$105.60 | | | |
| | | | | | 105.60 | 1054240 | SUPPLIES | UNIFORM |
| 14360 | SMASH ATHLETICS, INC | 78973 | 10/28/2019 | 10/28/2019 | \$733.50 | | | |
| | | | | | 733.50 | 6140450 | YOUTH VOLLEYBALL | VOLLEY BALL SHIRTS |
| | Vendor Total: | | | | \$1,093.70 | | | |
| Refund: 1201000 | SMITH, JOSH | | 10/29/2019 | 10/29/2019 | \$31.69 | | | |
| | | | | | 31.69 | 5113110 | ACCOUNTS RECEIVABLE | Refund: 1201000 - SMITH, JOS |
| 10312019 | SO UT VALLEY ANIMAL SHELTER | | 10/17/2019 | 10/17/2019 | \$110.00 | | | |
| | | | | | 110.00 | 1054350 | UTAH COUNTY ANIMAL SHEL | LICENSES |
| 001297078 | SOUTH RIDGE FARMS | | 10/17/2019 | 10/17/2019 | \$36.95 | | | |
| | | | | | 36.95 | 1041610 | OTHER SERVICES | PUMPKIN PIE & 1/2 GALLON T |
| 19-069 | SOUTH UTAH VALLEY ELECTRIC SER | | 11/1/2019 | 11/1/2019 | \$32,066.16 | | | |
| | | | | | 32,066.16 | 5740510 | SOCCER PARK | SOCCER FIELD LIGHTING |

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|--------------------|---------------------------------|------------------|--------------------|-----------------|--------------------|--------------------|--------------------------|----------------------------|
| 19-135 | SOUTH UTAH VALLEY ELECTRIC SER | 78946 | 10/23/2019 | 10/23/2019 | \$752.10 | | | |
| | | | | | 752.10 | 1022530 | STREET LIGHTS (NEW DEVEL | REPLACED 3 DAMAGED STRE |
| 19-138 | SOUTH UTAH VALLEY ELECTRIC SER | 78946 | 10/23/2019 | 10/23/2019 | \$10,770.01 | | | |
| | | | | | 10,770.01 | 1022530 | STREET LIGHTS (NEW DEVEL | INSTALL 4 STREET LIGHTS |
| 19-139 | SOUTH UTAH VALLEY ELECTRIC SER | 78946 | 10/23/2019 | 10/23/2019 | \$14,526.68 | | | |
| | | | | | 14,526.68 | 1022530 | STREET LIGHTS (NEW DEVEL | INSTALL 4 STREET LIGHTS & |
| 19-150 | SOUTH UTAH VALLEY ELECTRIC SER | 78946 | 10/23/2019 | 10/23/2019 | \$1,583.12 | | | |
| | | | | | 1,583.12 | 5740510 | SOCCER PARK | 3 LIGHT INSTALL/REPAIR DAM |
| | Vendor Total: | | | | \$59,698.07 | | | |
| 3458 | SPEED-E CRETE CONCRETE LLC | 78947 | 10/23/2019 | 10/23/2019 | \$304.96 | | | |
| | | | | | 304.96 | 5740510 | SOCCER PARK | SERVICES |
| PC-10282019C | SPERRY, TODD & MICHELLE | 78974 | 10/28/2019 | 10/28/2019 | \$25.00 | | | |
| | | | | | 25.00 | 1078310 | PROFESSIONAL & TECHNICA | PLANNING COMMISSION 10-2 |
| R97922 | SPRINKLER SUPPLY - SPANISH FOR | 78948 | 10/23/2019 | 10/23/2019 | \$40.59 | | | |
| | | | | | 40.59 | 5240240 | SUPPLIES | WRF SUPPLIES |
| 5059557 | STAKER PARSON COMPANIES | 78949 | 10/23/2019 | 10/23/2019 | \$511.56 | | | |
| | | | | | 511.56 | 1060240 | SUPPLIES | ASPHALT |
| 5068756 | STAKER PARSON COMPANIES | 78949 | 10/23/2019 | 10/23/2019 | \$99.93 | | | |
| | | | | | 99.93 | 1060240 | SUPPLIES | 3/4" COMMERCIAL ROAD BAS |
| 5078505 | STAKER PARSON COMPANIES | 78975 | 10/28/2019 | 10/28/2019 | \$576.22 | | | |
| | | | | | 576.22 | 1060240 | SUPPLIES | 4" MINUS SCREENED ROCK |
| | Vendor Total: | | | | \$1,187.71 | | | |
| 0070110137 | STAPLES ADVANTAGE DEPT LA | | 10/17/2019 | 10/17/2019 | \$26.27 | | | |
| | | | | | 26.27 | 1043240 | SUPPLIES | ADMIN SUPPLIES |
| 3427617029 | STAPLES ADVANTAGE DEPT LA | 78936 | 10/22/2019 | 10/22/2019 | \$123.76 | | | |
| | | | | | 123.76 | 1043240 | SUPPLIES | ADMIN |
| 3428264055 | STAPLES ADVANTAGE DEPT LA | 78976 | 10/28/2019 | 10/28/2019 | \$38.10 | | | |
| | | | | | 38.10 | 1043240 | SUPPLIES | ADMIN |
| 3428704785 | STAPLES ADVANTAGE DEPT LA | | 11/1/2019 | 11/1/2019 | \$26.27 | | | |
| | | | | | 26.27 | 1043240 | SUPPLIES | ADMIN |
| 3428704786 | STAPLES ADVANTAGE DEPT LA | | 11/1/2019 | 11/1/2019 | \$13.08 | | | |
| | | | | | 13.08 | 1043240 | SUPPLIES | ADMIN |
| 3428920241 | STAPLES ADVANTAGE DEPT LA | | 11/1/2019 | 11/1/2019 | \$12.20 | | | |
| | | | | | 12.20 | 1043240 | SUPPLIES | ADMIN |
| | Vendor Total: | | | | \$239.68 | | | |
| P82306 | STOTZ EQUIPMENT CO, LLC - ARIZO | 78950 | 10/23/2019 | 10/23/2019 | \$112.52 | | | |
| | | | | | 112.52 | 1070250 | EQUIPMENT MAINTENANCE | EQUIPMENT PARTS |
| P82324 | STOTZ EQUIPMENT CO, LLC - ARIZO | 78912 | 10/18/2019 | 10/18/2019 | \$85.98 | | | |
| | | | | | 85.98 | 1070250 | EQUIPMENT MAINTENANCE | MAINTENANCE |
| P82440 | STOTZ EQUIPMENT CO, LLC - ARIZO | 78977 | 10/28/2019 | 10/28/2019 | \$42.00 | | | |
| | | | | | 42.00 | 1070250 | EQUIPMENT MAINTENANCE | EQUIPMENT PARTS |
| P82466 | STOTZ EQUIPMENT CO, LLC - ARIZO | 78977 | 10/28/2019 | 10/28/2019 | (\$20.00) | | | |
| | | | | | -20.00 | 1070250 | EQUIPMENT MAINTENANCE | PARTIAL REFUND FOR INVOI |
| | Vendor Total: | | | | \$220.50 | | | |
| 0340196-IN-B | SYMBOL ARTS, LLC | | 10/17/2019 | 10/17/2019 | \$124.25 | | | |
| | | | | | 124.25 | 7657240 | FIRE - SUPPLIES | BADGE |

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| 1481062 | THATCHER COMPANY | 78978 | 10/28/2019 | 10/28/2019 | \$3,964.83 | | | |
| | | | | | 3,964.83 | 5240240 | SUPPLIES | T-CHLOR 12.5 & CITRIC ACID |
| 1481063 | THATCHER COMPANY | 78978 | 10/28/2019 | 10/28/2019 | (\$240.00) | | | |
| | | | | | -240.00 | 5240510 | WRF - CHEMICAL SUPPLIES | REFUND |
| | Vendor Total: | | | | \$3,724.83 | | | |
| PC-10152019C | TOLMAN, JESSICA | 78913 | 10/15/2019 | 10/15/2019 | \$25.00 | | | |
| | | | | | 25.00 | 1078310 | PROFESSIONAL & TECHNICA | PLANNING COMMISSION 10-0 |
| PC-10282019D | TOLMAN, JESSICA | 78979 | 10/28/2019 | 10/28/2019 | \$25.00 | | | |
| | | | | | 25.00 | 1078310 | PROFESSIONAL & TECHNICA | PLANNING COMMISSION 10-2 |
| | Vendor Total: | | | | \$50.00 | | | |
| REIMBURSE-10 | TRYON, ERIK | 78984 | 10/29/2019 | 10/29/2019 | \$1,500.00 | | | |
| | | | | | 1,500.00 | 6140230 | EDUCATION, TRAINING & TRA | ACADEMY OF SELF DEFENSE |
| 0021 | UACOA | 78914 | 10/17/2019 | 10/17/2019 | \$250.00 | | | |
| | | | | | 250.00 | 1054230 | EDUCATION, TRAINING & TRA | UACOA CONFERENCE |
| 14988 | UPPER CASE PRINTING | 78915 | 10/17/2019 | 10/17/2019 | \$9,287.85 | | | |
| | | | | | 9,287.85 | 5440240 | SUPPLIES | ELECTION RELATED FLYERS |
| PR101219-7076 | UTAH COUNTY LODGE #31 | 78923 | 10/17/2019 | 10/17/2019 | \$144.00 | | | |
| | | | | | 144.00 | 1022425 | FOP DUES | FOP Dues (Ut County Lodge #3 |
| PR102619-7076 | UTAH COUNTY LODGE #31 | 78998 | 10/31/2019 | 10/31/2019 | \$144.00 | | | |
| | | | | | 144.00 | 1022425 | FOP DUES | FOP Dues (Ut County Lodge #3 |
| | Vendor Total: | | | | \$288.00 | | | |
| 1577865 | UTAH LOCAL GOVERNMENT TRUST | 78937 | 10/22/2019 | 10/22/2019 | \$6,470.30 | | | |
| | | | | | 6,470.30 | 1022250 | WORKMENS COMPENSATION | WORKERS COMP SEPTEMBE |
| 1578477 | UTAH LOCAL GOVERNMENT TRUST | 78937 | 10/22/2019 | 10/22/2019 | \$6,470.30 | | | |
| | | | | | 6,470.30 | 1022250 | WORKMENS COMPENSATION | WORKERS COMP OCTOBER |
| | Vendor Total: | | | | \$12,940.60 | | | |
| PR101219-382 | UTAH STATE RETIREMENT | 9999 | 10/17/2019 | 10/17/2019 | \$25,723.08 | | | |
| | | | | | 3,431.49 | 1022300 | RETIREMENT PAYABLE | 401K |
| | | | | | 19,475.45 | 1022300 | RETIREMENT PAYABLE | Retirement |
| | | | | | 757.34 | 1022300 | RETIREMENT PAYABLE | 401K - Tier 1 Parity |
| | | | | | 641.50 | 1022300 | RETIREMENT PAYABLE | Roth IRA |
| | | | | | 536.61 | 1022300 | RETIREMENT PAYABLE | 457 |
| | | | | | 44.62 | 1022300 | RETIREMENT PAYABLE | Post Retirement (After 7/2010) |
| | | | | | 836.07 | 1022325 | RETIREMENT LOAN PAYMEN | Retirement Loan Payment |
| PR102619-382 | UTAH STATE RETIREMENT | 9999 | 10/31/2019 | 10/31/2019 | \$25,345.06 | | | |
| | | | | | 3,386.61 | 1022300 | RETIREMENT PAYABLE | 401K |
| | | | | | 19,190.68 | 1022300 | RETIREMENT PAYABLE | Retirement |
| | | | | | 757.34 | 1022300 | RETIREMENT PAYABLE | 401K - Tier 1 Parity |
| | | | | | 641.50 | 1022300 | RETIREMENT PAYABLE | Roth IRA |
| | | | | | 532.86 | 1022300 | RETIREMENT PAYABLE | 457 |
| | | | | | 836.07 | 1022325 | RETIREMENT LOAN PAYMEN | Retirement Loan Payment |
| | Vendor Total: | | | | \$51,068.14 | | | |
| 93019 | UTAH STATE TAX COMMISSION | 9999 | 10/21/2019 | 10/21/2019 | \$27.41 | | | |
| | | | | | 27.41 | 1022458 | POLICE DONATED FUNDS | T-shirt sales from 8/05/19 to 9/3 |
| PR101219-361 | UTAH STATE TAX COMMISSION | 9999 | 10/17/2019 | 10/17/2019 | \$5,314.98 | | | |
| | | | | | 5,314.98 | 1022230 | STATE WITHHOLDING PAYAB | State Income Tax |
| PR102619-361 | UTAH STATE TAX COMMISSION | 9999 | 10/31/2019 | 10/31/2019 | \$5,218.22 | | | |
| | | | | | 5,218.22 | 1022230 | STATE WITHHOLDING PAYAB | State Income Tax |

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|----------------------|---------------------------------|------------------|--------------------|-----------------|---------------------|--------------------|----------------------------|---------------------------------|
| Vendor Total: | | | | | \$10,560.61 | | | |
| 20874 | UTILITEM (UTILITY COST MANAGEM | 78980 | 10/28/2019 | 10/28/2019 | \$104.56 | | | |
| | | | | | 104.56 | 1051270 | UTILITIES | OCTOBER 2019 |
| 1811-10 | VANCON, INC | | 11/1/2019 | 11/1/2019 | \$10,000.00 | | | |
| | | | | | 10,000.00 | 4140811 | 2018 BOOSTER PUMP PROJE | 1811 BOOSTER STATION & PI |
| 9840672477 | VERIZON WIRELESS | | 10/17/2019 | 10/17/2019 | \$43.93 | | | |
| | | | | | 43.93 | 1043280 | TELEPHONE | ADMIN |
| WALMART-1018 | WALMART BRC - GE CAPITAL RETAIL | 78919 | 10/18/2019 | 10/18/2019 | \$1,247.80 | | | |
| | | | | | 36.46 | 1051240 | SUPPLIES | CLEANING SUPPLIES |
| | | | | | 47.10 | 6140335 | MISC SUPPLIES | OFFICE SUPPLIES |
| | | | | | 17.76 | 6140630 | FLAG FOOTBALL EXPENSE | SHIPPING LABELS |
| | | | | | 597.05 | 6140680 | GOLF TOURNAMENTS | FOOD FOR GOLF TOURNAME |
| | | | | | 146.30 | 7240240 | SUPPLIES | CANDY SUPPLIES |
| | | | | | 64.08 | 7540480 | FOOD | FOOD SUPPLIES |
| | | | | | 36.76 | 7540480 | FOOD | FOOD SUPPLIES |
| | | | | | 161.67 | 7540480 | FOOD | FOOD SUPPLIES |
| | | | | | 31.48 | 7540480 | FOOD | FOOD SUPPLIES |
| | | | | | 36.44 | 7540480 | FOOD | FOOD SUPPLIES |
| | | | | | 34.73 | 7540480 | FOOD | FOOD SUPPLIES |
| | | | | | 23.38 | 7540480 | FOOD | FOOD SUPPLIES |
| | | | | | 14.59 | 7657240 | FIRE - SUPPLIES | FOOD SUPPLIES |
| 2751 | WILKINSONS TROPHY AND ATHLETI | 78981 | 10/28/2019 | 10/28/2019 | \$681.15 | | | |
| | | | | | 681.15 | 6140610 | SOCCER EXPENSE | YOUTH SOCCER MEDALS |
| 72319-REFUND | WOOD, TREVOR | 78887 | 10/15/2019 | 10/15/2019 | (\$25.00) | | | |
| | | | | | -25.00 | 1078310 | PROFESSIONAL & TECHNICA | PLANNING COMMISSION |
| PC10282019 | WOOD, TREVOR | 78982 | 10/28/2019 | 10/28/2019 | \$25.00 | | | |
| | | | | | 25.00 | 1078310 | PROFESSIONAL & TECHNICA | PLANNING COMMISSION 10-2 |
| PC9242019-REI | WOOD, TREVOR | 78887 | 10/17/2019 | 10/17/2019 | \$35.00 | | | |
| | | | | | 10.00 | 1043501 | BANK AND SERVICE CHARGE | CHECK RETURN FEE REIMBU |
| | | | | | 25.00 | 1078310 | PROFESSIONAL & TECHNICA | PLANNING COMMISSION |
| Vendor Total: | | | | | \$35.00 | | | |
| 8 - 2015 Equipm | ZIONS BANK PUBLIC FINANCE | 78834 | 10/16/2019 | 10/16/2019 | \$3,614.19 | | | |
| | | | | | 3,487.14 | 4241051 | 2015 (5) PIECE EQUIPMENT L | Principal - 2015 Equipment Leas |
| | | | | | 127.05 | 4248200 | Debt service - interest | Interest - 2015 Equipment Lease |
| Total: | | | | | \$586,991.43 | | | |
| | | | | | 39,394.96 | 1022210 | GL Account Summary | |
| | | | | | 17,666.35 | 1022220 | FICA PAYABLE | |
| | | | | | 10,533.20 | 1022230 | FEDERAL WITHHOLDING PAY | |
| | | | | | 12,940.60 | 1022250 | STATE WITHHOLDING PAYAB | |
| | | | | | 49,396.00 | 1022300 | WORKMENS COMPENSATION | |
| | | | | | 1,672.14 | 1022325 | RETIREMENT PAYABLE | |
| | | | | | 1,680.00 | 1022350 | RETIREMENT LOAN PAYMEN | |
| | | | | | 870.12 | 1022420 | UTILITIES PAYABLE | |
| | | | | | 324.00 | 1022425 | GARNISHMENTS | |
| | | | | | 386.00 | 1022430 | FOP DUES | |
| | | | | | 182,710.01 | 1022450 | COURT FINES AND FORFEITU | |
| | | | | | 3,500.00 | 1022450-161 | (WNTY) [C2] ORCHARDS | |
| | | | | | 3,500.00 | 1022450-165 | (BOND-LANDSCAPE) [F2-Lot3 | |
| | | | | | 3,500.00 | 1022450-166 | (BOND-LANDSCAPE) [F2-Lot 4 | |
| | | | | | 3,500.00 | 1022450-167 | (BOND-LANDSCAPE) [F2-Lot 2 | |
| | | | | | 27.41 | 1022458 | (BOND-LANDSCAPE) [F2-Lot 3 | |
| | | | | | | | POLICE DONATED FUNDS | |

SANTAQUIN CITY CORPORATION
Invoice Register - 10/12/2019 to 11/1/2019 - All Invoices

11/1/2019

| <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> |
|--------------------|---------------|------------------|--------------------|-----------------|-------------------|--------------------|----------------------------|--------------------|
| | | | | | 817.37 | 1022502 | FSA | |
| | | | | | 6,770.86 | 1022503 | HSA | |
| | | | | | 52,030.30 | 1022530 | STREET LIGHTS (NEW DEVEL | |
| | | | | | 57.60 | 1022531 | STREET SIGNS (NEW DEVEL | |
| | | | | | 236.95 | 1041610 | OTHER SERVICES | |
| | | | | | 790.50 | 1041613 | ELECTION | |
| | | | | | 3.99 | 1041670 | YOUTH CITY COUNCIL EXPE | |
| | | | | | 165.34 | 1042230 | EDUCATION, TRAINING & TRA | |
| | | | | | 734.00 | 1042310 | PROFESSIONAL & TECHNICA | |
| | | | | | 14,315.84 | 1042331 | LEGAL | |
| | | | | | 50.00 | 1043110 | SALARIES AND WAGES | |
| | | | | | 899.02 | 1043210 | BOOKS,SUBSCRIPTIONS,ME | |
| | | | | | 70.00 | 1043230 | EDUCATION, TRAINING AND T | |
| | | | | | 400.03 | 1043240 | SUPPLIES | |
| | | | | | 517.82 | 1043260 | FUEL | |
| | | | | | 43.93 | 1043280 | TELEPHONE | |
| | | | | | 52.25 | 1043310 | PROFESSIONAL & TECHNICA | |
| | | | | | 10,495.42 | 1043331 | LEGAL | |
| | | | | | 141.81 | 1043501 | BANK AND SERVICE CHARGE | |
| | | | | | 54.08 | 1043610 | OTHER SERVICES | |
| | | | | | 781.92 | 1048230 | EDUCATION, TRAINING, TRAV | |
| | | | | | 386.18 | 1048250 | EQUIPMENT MAINTENANCE | |
| | | | | | 26.64 | 1048260 | FUEL | |
| | | | | | 159.89 | 1051240 | SUPPLIES | |
| | | | | | 3,338.80 | 1051270 | UTILITIES | |
| | | | | | 79.94 | 1051280 | TELEPHONE | |
| | | | | | 44.00 | 1051300 | BUILDINGS & GROUND MAIN | |
| | | | | | 250.00 | 1054230 | EDUCATION, TRAINING & TRA | |
| | | | | | 1,342.07 | 1054240 | SUPPLIES | |
| | | | | | 371.09 | 1054250 | EQUIPMENT MAINTENANCE | |
| | | | | | 3,032.67 | 1054260 | FUEL | |
| | | | | | 110.00 | 1054350 | UTAH COUNTY ANIMAL SHEL | |
| | | | | | 60.00 | 1054740 | CAPITAL-VEHICLES & EQUIP | |
| | | | | | 1,551.26 | 1060240 | SUPPLIES | |
| | | | | | 1,146.20 | 1060250 | EQUIPMENT MAINTENANCE | |
| | | | | | 281.79 | 1060260 | FUEL | |
| | | | | | 193.10 | 1060270 | UTILITIES - STREET LIGHTS | |
| | | | | | 281.79 | 1062260 | FUEL | |
| | | | | | 124.75 | 1068260 | FUEL | |
| | | | | | 357.49 | 1070250 | EQUIPMENT MAINTENANCE | |
| | | | | | 281.79 | 1070260 | FUEL | |
| | | | | | 1,858.13 | 1070270 | UTILITIES | |
| | | | | | 845.96 | 1070300 | BUILDINGS & GROUNDS MAI | |
| | | | | | 53.24 | 1070310 | FIELD MAINTENANCE EXPEN | |
| | | | | | 281.79 | 1077260 | FUEL | |
| | | | | | 328.58 | 1077300 | BUILDINGS & GROUND MAIN | |
| | | | | | 101.64 | 1078220 | NOTICE, ORDINANCES & PUB | |
| | | | | | 300.22 | 1078240 | SUPPLIES | |
| | | | | | 225.00 | 1078310 | PROFESSIONAL & TECHNICA | |
| | | | | | 438,443.83 | | Total | |
| | | | | | 147.08 | 4140701 | RELOCATION TO PW BUILDIN | |
| | | | | | 1,788.88 | 4140703 | RECREATION CENTER BALLO | |
| | | | | | 10,000.00 | 4140811 | 2018 BOOSTER PUMP PROJE | |
| | | | | | 11,935.96 | | Total | |
| | | | | | 3,487.14 | 4241051 | 2015 (5) PIECE EQUIPMENT L | |

SANTAQUIN CITY CORPORATION
Invoice Register - 10/12/2019 to 11/1/2019 - All Invoices

11/1/2019

| <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> |
|--------------------|---------------|------------------|--------------------|-----------------|------------------|--------------------|---------------------------|--------------------|
| | | | | | 127.05 | 4248200 | Debt service - interest | |
| | | | | | 3,614.19 | | Total | |
| | | | | | 467.54 | 4340300 | COPIER CONTRACT | |
| | | | | | 1,237.10 | 4540200 | ROAD MAINTENANCE | |
| | | | | | 272.96 | 5113110 | ACCOUNTS RECEIVABLE | |
| | | | | | 3,332.61 | 5140240 | SUPPLIES | |
| | | | | | 7,782.94 | 5140250 | EQUIPMENT MAINTENANCE | |
| | | | | | 281.79 | 5140260 | FUEL | |
| | | | | | 2,824.41 | 5140273 | UTILITIES | |
| | | | | | 3,988.00 | 5140310 | PROFESSIONAL & TECHNICA | |
| | | | | | 18,482.71 | | Total | |
| | | | | | 5,921.26 | 5240240 | SUPPLIES | |
| | | | | | 446.37 | 5240250 | EQUIPMENT MAINTENANCE | |
| | | | | | 281.79 | 5240260 | FUEL | |
| | | | | | 6,513.64 | 5240270 | UTILITIES | |
| | | | | | 269.00 | 5240310 | PROFESSIONAL & TECHNICA | |
| | | | | | 10,171.28 | 5240500 | WRF - UTILITIES | |
| | | | | | 3,309.10 | 5240510 | WRF - CHEMICAL SUPPLIES | |
| | | | | | 26,912.44 | | Total | |
| | | | | | 18,577.76 | 5440240 | SUPPLIES | |
| | | | | | 11,875.14 | 5440273 | UTILITIES | |
| | | | | | 30,452.90 | | Total | |
| | | | | | 5,800.00 | 5740300 | UT CO PARK/REC GRANT | |
| | | | | | 33,954.24 | 5740510 | SOCCER PARK | |
| | | | | | 39,754.24 | | Total | |
| | | | | | 1,916.76 | 5940730 | CAPITAL FACILITY PLAN UPD | |
| | | | | | 1,500.00 | 6140230 | EDUCATION, TRAINING & TRA | |
| | | | | | 0.00 | 6140242 | TEEBALL SUPPLIES | |
| | | | | | 172.49 | 6140250 | EQUIPMENT MAINTENANCE | |
| | | | | | 257.23 | 6140260 | FUEL | |
| | | | | | 47.10 | 6140335 | MISC SUPPLIES | |
| | | | | | 733.50 | 6140450 | YOUTH VOLLEYBALL | |
| | | | | | 718.65 | 6140610 | SOCCER EXPENSE | |
| | | | | | 17.76 | 6140630 | FLAG FOOTBALL EXPENSE | |
| | | | | | 1,150.00 | 6140670 | ADULT SPORTS | |
| | | | | | 597.05 | 6140680 | GOLF TOURNAMENTS | |
| | | | | | 5,193.78 | | Total | |
| | | | | | 178.92 | 6340310 | PROFESSIONAL & TECHNICA | |
| | | | | | 146.30 | 7240240 | SUPPLIES | |
| | | | | | 874.61 | 7540480 | FOOD | |
| | | | | | 1,456.22 | 7657211 | EMS BILLING SERVICES EXP | |
| | | | | | 1,273.63 | 7657240 | FIRE - SUPPLIES | |
| | | | | | 239.25 | 7657242 | EMS - SUPPLIES | |
| | | | | | 254.60 | 7657244 | UNIFORMS | |
| | | | | | 256.81 | 7657260 | FUEL | |

SANTAQUIN CITY CORPORATION
Invoice Register - 10/12/2019 to 11/1/2019 - All Invoices

11/1/2019

| <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> |
|--------------------|---------------|------------------|------------------------|---------------------|---------------|--------------------|--------------------------|--------------------|
| | | | | | 3,899.64 | 7657300 | STATE MEDICAID ASSESSME | |
| | | | | | 7,380.15 | | Total | |
| | | | | | \$586,991.43 | | GL Account Summary Total | |

ORDINANCE NO. 11-01-2019

AN ORDINANCE AMENDING SANTAQUIN CITY CODE TITLE 1 CHAPTER 5 SECTION 4 REGARDING SANTAQUIN CITY COUNCIL MEETING LOCATION, PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, Santaquin City has relocated its City Council Chambers and meeting location and desires to update its ordinances to reflect said change; and

WHEREAS, the City Council desires to amend Santaquin City Code Title 1, Chapter 5, Article 4, Section A, Part 3 to correctly reflect the current meeting location at 275 West Main Street;

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

Section I. Amendments

Title 1-5-4 amended as follows: (underlined text is added, stricken text is deleted)

1-5-4: MEETINGS, PROCEDURE AND CONDUCT; VOTING:

A. Regular Meetings: Each regular meeting of the city council is to be open to the public and conducted in accordance to the Utah state open and public meetings act¹.

1. Dates: The city council shall hold two (2) regular meetings which shall be held on the first and third Wednesday of each month. If the meeting date is a recognized holiday, then the meeting shall be held at the same time and place herein described on the next following Wednesday which is not a legal holiday.
2. Time: Council meetings shall be held on the dates and at times as posted in accordance with the Utah state open and public meetings act.
3. Place: Regular meetings shall be held at Santaquin City Hall, ~~45 West 100 South~~ **275 West Main Street**, Santaquin City, Utah, unless otherwise noticed in accordance with the Utah state open and public meetings act.
4. Exceptions: The city council may, in accordance with the Utah state open and public meetings act, provide for a different date, time and place for holding regular meetings of the city council. (Ord. 01-02-2014, 1-15-2014, eff. 1-16-2014)

Section II. Severability

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

Section III. Posting and Effective Date

This ordinance shall become effective at 5:00 p.m. on Tuesday, November 6, 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 5th day of November 2019.

Kirk Hunsaker, Mayor

| | | |
|---------------------------------|-------|-----|
| Councilmember Elizabeth Montoya | Voted | ___ |
| Councilmember Lynn Meham | 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 5th day of November, 2019, entitled

**“AN ORDINANCE AMENDING SANTAQUIN CITY CODE TITLE 1 CHAPTER 5
SECTION 4 REGARDING SANTAQUIN CITY COUNCIL MEETING LOCATION,
PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER’S ERRORS,
SEVERABILITY, AND AN EFFECTIVE DATE.”**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Santaquin City Utah this 5th 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 6th 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

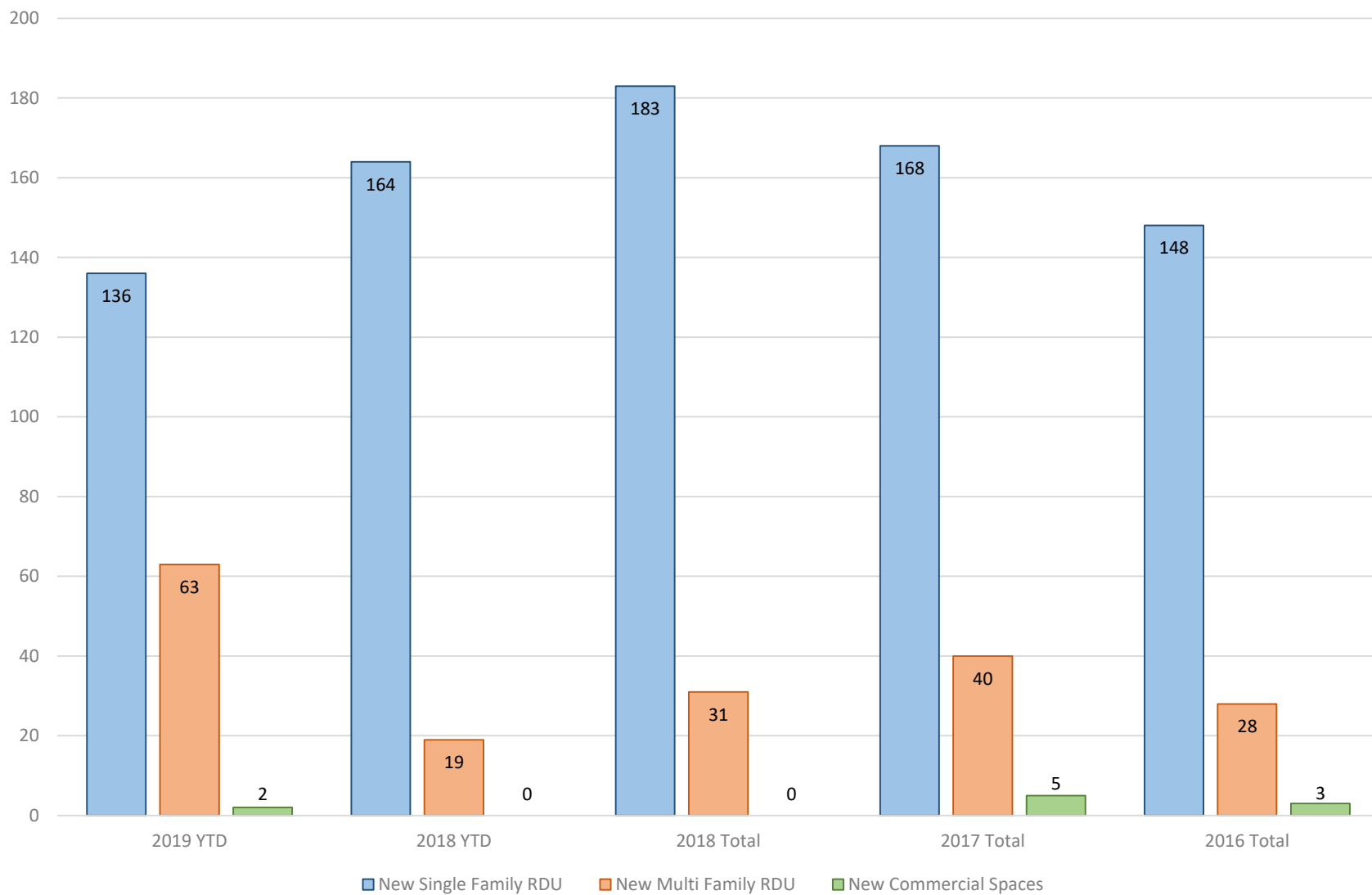
The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by K. AARON SHIRLEY.

My Commission Expires:

Notary Public

Residing at: Utah County

Building Permit Report November 5, 2019



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 |



MEMORANDUM

November 1, 2019

To: Santaquin City Mayor and City Council
From: Norm Beagley, City Engineer
RE: **Summit Ridge Soccer Fields**

Mayor and Council Members,

While attending the ribbon cutting for the Summit Ridge Soccer Fields project, I noticed that additional site parking is needed. I have provided two photos showing the amount of cars that were mostly there for those attending the flag football games (not necessarily the ribbon cutting).

Since the ribbon cutting, we have also observed that the south parking area is full with cars also parked along both the west and east sides of the fields.

I have attached several photos showing the parking overflowing to both sides of the new fields.

The east and west sides of the fields do not have compacted roadbase and could therefore be a cause for vehicles getting stuck in the mud while attending events at the soccer fields during or after inclement weather.

We propose to increase the amount of compacted road base on the sight by approximately \$40,000. This would essentially be a little more than double the amount for that line item on the original contract.

There is sufficient funding within our park impact fees account to cover these additional costs.

I would be happy to answer any questions you may have on the project and regarding this change order.

Recommended Motion:

Motion to approve change order #4 to the VanCon Summit Ridge Soccer Fields contract for additional roadbase for parking at the site.

CHANGE ORDER

ORDER NO. 4

DATE November 5, 2019

CONTRACT FOR: SUMMIT RIDGE SOCCER FIELDS

OWNER: Santaquin City

TO: VanCon, Inc.
(Contractor)

You are hereby requested to comply with the following changes from the Contract Documents, Plans and Specifications:

| Description of Changes (Supplemental Plans & Specifications Attached) | Item | Decrease Contract Price | Increase Contract Price |
|---|------|----------------------------|----------------------------|
| <u>Adding additional road base for parking on both sides of the new soccer fields to provide needed parking.</u> | | | |

JUSTIFICATION: **This work is intended to provide for more parking at the site.**

The amount of the Contract Price will be **Increased** by the sum of: **(\$39,384.00).**

The Contract Price including this and previous Change Orders will be:

One Million Sixty Nine Thousand Nine Hundred and Forty Seven and 20/100 Dollars (\$1,069,947.20).

The contract time is hereby changed per this change order by adding an additional 7 days.

This document will become a modification to the Contract and all provision will apply hereto.

Requested _____
(Contractor) (Date)

Recommended _____
(Engineer) (Date)

Approved _____
(Owner) (Date)







MEMORANDUM

November 1, 2019

To: Santaquin City Mayor and City Council
From: Norm Beagley, City Engineer
RE: **Summit Ridge Parkway Extension Street Lights (2)**

Mayor and Council Members,

Per the Council's request, we investigated the possibility and costs for installing 2 street lights at the intersection of Summit Ridge Parkway and Hwy 6.

For your consideration, I have attached 3 estimates for all the items that are needed to install 2, 40' tall cobra-head, LED lights at the intersection. The total estimated cost to install these two lights is \$23,432.14.

As a reference, for all of the items necessary for installation, the City pays approximately \$11,000.00 to install street lights on arterial streets, like when we widen Main Street in the future.

Should the Council direct staff to move forward, there is sufficient funding from the road bond proceeds to pay for the construction of these lights.

I would be happy to answer any questions you may have on the project and regarding this change order.

Recommended Motion:

Motion to direct staff to move forward with installing two new cobra-head street lights at the intersection of Summit Ridge Parkway and Hwy 6.



Nebo District
355 West 200 North
Santaquin, Utah 84655

October 22, 2019

Santaquin City
1100 W. Highway 6 #Parkway, Santquin, Utah

RE: WO #6663014
Service to Street Lighting

Dear John:

Enclosed is the following:

- General Service Contract (3 copies)

Please have an authorized individual sign (in blue ink) all copies of the agreement. Return all copies of the agreement with a check for \$2,008.71 or \$1,758.71 if you select the non refund option.

Please remit to:

Rocky Mountain Power
c/o Joyce Lamphier
355 West 200 North
Santaquin, UT 84655

You will receive a copy of the map with the electrical layout design upon receipt of the signed contracts and payment. An executed copy of the agreement will also be sent back to you.

It will be a minimum of three weeks (or more) after contracts and monies are received before this job can be scheduled for construction. If you have any questions, please call me at (801) 754-6004.

Sincerely,

Greg Peterson
Estimator

**GENERAL SERVICE CONTRACT
(1000 KVA OR LESS)
between
ROCKY MOUNTAIN POWER
and
SANTAQUIN CITY**

This General Service Contract ("Contract"), dated October 17, 2019, is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **Santaquin City** ("Customer"), for electric service for Customer's Street lighting operation at or near 1100 W. Highway 6 # Parkway, Santaquin, Utah.

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

1. **Delivery of Power.** Company will provide 120/240 volt, single-phase electric service to the Customer facilities.
2. **Contract Demand.** The demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 2 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract)(the "Contract Demand").

After 36 months of service the Company may reduce Contract Demand to the maximum recorded and billed demand in the previous 36 months. The reduction in Contract Demand shall become effective thirty (30) days after the Company provides notice.

Within fifteen (15) days of Customer's written request for capacity above the Contract Demand, Company shall advise Customer in writing whether the additional power and energy is currently available, or if not currently available, initiate the processes to determine the costs to make it available.

3. **Extension Costs.** Company agrees to invest \$603.29 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. Customer trenching, conduit, vault and/or right-of-way ("TCVR"), when provided for Company lines and equipment, may also be subject to refund as calculated using Company standard costs. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

— **Refund Option.** The total Customer Advance for this work is \$2,008.71, and the **balance due is \$2,008.71**, and Customer remains eligible for refunds. Company will refund part of the Customer Advance if additional customers connect to the Improvements within ten (10) years of the date Company is ready to supply service. Company will refund 20% of the refundable Customer Advance allocable to the **shared** Improvements for four additional applicants. Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.

— **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250 and waives their right to refunds should additional applicants connect to the Improvements. Accordingly, the balance due is \$1,758.71.**

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's monthly bill**; or, (2) \$0.00 (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. 23 and superseding schedules. Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
6. **Contract Minimum Billing Term.** This Contract becomes binding when both Company and Customer have signed it, and will remain in effect for five (5) years following the date when Company is ready to supply service (the "Term").

In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the Contract Minimum Billing for the remainder of the Term.

If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. The Customer's Advance will be applied to Company costs incurred for design, permitting and other associated Contract costs. However, if Company has installed Improvements so that Company is ready to supply service, but Customer is not ready to receive service from Company within such one-hundred fifty (150) day period, then the failure of Customer to receive service may be treated as a Customer default, and Customer shall be responsible for paying the Contract Minimum Billing for remainder of the Term.

7. **Customer Obligations.** Customer agrees to:

- a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or adjoining property and any permits, fees, etc. required to cross public lands;
- b) Prepare the route to Company's specifications;

- c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
- d) Comply with all of Company's tariffs, procedures, specifications and requirements.

8. Special Provisions: None

- 9. Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in Company's Electric Service Requirements Manual, and other specifications as otherwise provided by Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this Contract.

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

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

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

- 11. Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require customer

payments be sent by EDI or wire transfer. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as quoted in The Wall Street Journal.

Company may request deposits from Customer to the extent permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, Company may exercise any or all of its rights and remedies with respect to any such deposits.

12. Furnishing Information and Deposits. Customer represents that all information it has furnished or shall furnish to Company in connection with this Contract shall be accurate and complete in all material respects. Company will base its decision with respect to credit, deposits, allowances or any other material matter on information furnished under this section by Customer. Should such information be inaccurate or incomplete, Company shall have the right to revoke or modify this Contract and/or its decision to reflect the determination Company would have made had Company received accurate and complete information. Company may request deposits, for the purpose of guaranteeing payment of electric service bills, as permitted under the Company's Utah Electric Service Regulation No. 9.

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

14. Assignment. The obligations under this Contract are obligations at all times of Customer, and may not be assigned without Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under Company's policies, the Electric Service Regulations, and the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to Company. Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule.

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

15. Remedies; Waiver. Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

16. Attorneys' Fees. If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

17. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

18. Entire Agreement. This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

SANTAQUIN CITY

By _____
signature

NAME (type or print legibly) TITLE

DATE

Customer's Mailing Address for Executed Contract

ATTENTION OF

275 W. Main ST.
ADDRESS

Santaquin, Utah 84655
CITY, STATE, ZIP

EMAIL ADDRESS

ROCKY MOUNTAIN POWER

By _____
signature

Lance Walker Manager
NAME (type or print legibly) TITLE

DATE

Rocky Mountain Power's Mailing Address for Executed Contract

355 W. 200 N.
ADDRESS

Santaquin, Utah 84655
CITY, STATE, ZIP

EMAIL ADDRESS

(UT May2019)
Account #:09547635 001
Service ID #:102760714 001
Monthly

Greg Peterson
C/C: 11421
Request #: 6663014
Contract #:

**GENERAL SERVICE CONTRACT
(1000 KVA OR LESS)
between
ROCKY MOUNTAIN POWER
and
SANTAQUIN CITY**

This General Service Contract ("Contract"), dated October 17, 2019, is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **Santaquin City** ("Customer"), for electric service for Customer's Street lighting operation at or near 1100 W. Highway 6 # Parkway, Santaquin, Utah.

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

1. **Delivery of Power.** Company will provide 120/240 volt, single-phase electric service to the Customer facilities.
2. **Contract Demand.** The demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 2 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract)(the "Contract Demand").

After 36 months of service the Company may reduce Contract Demand to the maximum recorded and billed demand in the previous 36 months. The reduction in Contract Demand shall become effective thirty (30) days after the Company provides notice.

Within fifteen (15) days of Customer's written request for capacity above the Contract Demand, Company shall advise Customer in writing whether the additional power and energy is currently available, or if not currently available, initiate the processes to determine the costs to make it available.

3. **Extension Costs.** Company agrees to invest \$603.29 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. Customer trenching, conduit, vault and/or right-of-way ("TCVR"), when provided for Company lines and equipment, may also be subject to refund as calculated using Company standard costs. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

— **Refund Option.** The total Customer Advance for this work is \$2,008.71, and the **balance due is \$2,008.71**, and Customer remains eligible for refunds. Company will refund part of the Customer Advance if additional customers connect to the Improvements within ten (10) years of the date Company is ready to supply service. Company will refund 20% of the refundable Customer Advance allocable to the **shared** Improvements for four additional applicants. Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.

— **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250 and waives their right to refunds should additional applicants connect to the Improvements. Accordingly, the balance due is \$1,758.71.**

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's monthly bill**; or, (2) \$0.00 (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. 23 and superseding schedules. Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
6. **Contract Minimum Billing Term.** This Contract becomes binding when both Company and Customer have signed it, and will remain in effect for five (5) years following the date when Company is ready to supply service (the "Term").

In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the Contract Minimum Billing for the remainder of the Term.

If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. The Customer's Advance will be applied to Company costs incurred for design, permitting and other associated Contract costs. However, if Company has installed Improvements so that Company is ready to supply service, but Customer is not ready to receive service from Company within such one-hundred fifty (150) day period, then the failure of Customer to receive service may be treated as a Customer default, and Customer shall be responsible for paying the Contract Minimum Billing for remainder of the Term.

7. **Customer Obligations.** Customer agrees to:
 - a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or adjoining property and any permits, fees, etc. required to cross public lands;
 - b) Prepare the route to Company's specifications;

- c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
- d) Comply with all of Company's tariffs, procedures, specifications and requirements.

8. Special Provisions: None

- 9. Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in Company's Electric Service Requirements Manual, and other specifications as otherwise provided by Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this Contract.

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

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

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

- 11. Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require customer

payments be sent by EDI or wire transfer. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as quoted in The Wall Street Journal.

Company may request deposits from Customer to the extent permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, Company may exercise any or all of its rights and remedies with respect to any such deposits.

- 12. Furnishing Information and Deposits.** Customer represents that all information it has furnished or shall furnish to Company in connection with this Contract shall be accurate and complete in all material respects. Company will base its decision with respect to credit, deposits, allowances or any other material matter on information furnished under this section by Customer. Should such information be inaccurate or incomplete, Company shall have the right to revoke or modify this Contract and/or its decision to reflect the determination Company would have made had Company received accurate and complete information. Company may request deposits, for the purpose of guaranteeing payment of electric service bills, as permitted under the Company's Utah Electric Service Regulation No. 9.
- 13. Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
- 14. Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under Company's policies, the Electric Service Regulations, and the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to Company. Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule.

Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.
- 15. Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

16. Attorneys' Fees. If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

17. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

18. Entire Agreement. This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

SANTAQUIN CITY

By _____
signature

NAME (type or print legibly)

TITLE

DATE

Customer's Mailing Address for Executed Contract

ATTENTION OF

275 W. Main ST.

ADDRESS

Santaquin, Utah 84655

CITY, STATE, ZIP

EMAIL ADDRESS

ROCKY MOUNTAIN POWER

By _____
signature

Lance Walker

NAME (type or print legibly)

Manager

TITLE

DATE

Rocky Mountain Power's Mailing Address for Executed Contract

355 W. 200 N.

ADDRESS

Santaquin, Utah 84655

CITY, STATE, ZIP

EMAIL ADDRESS

(UT May2019)
Account #:09547635 001
Service ID #:102760714 001
Monthly

Greg Peterson
C/C: 11421
Request #: 6663014
Contract #:

**GENERAL SERVICE CONTRACT
(1000 KVA OR LESS)
between
ROCKY MOUNTAIN POWER
and
SANTAQUIN CITY**

This General Service Contract ("Contract"), dated October 17, 2019, is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **Santaquin City** ("Customer"), for electric service for Customer's Street lighting operation at or near 1100 W. Highway 6 # Parkway, Santaquin, Utah.

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

1. **Delivery of Power.** Company will provide 120/240 volt, single-phase electric service to the Customer facilities.
2. **Contract Demand.** The demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 2 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract)(the "Contract Demand").

After 36 months of service the Company may reduce Contract Demand to the maximum recorded and billed demand in the previous 36 months. The reduction in Contract Demand shall become effective thirty (30) days after the Company provides notice.

Within fifteen (15) days of Customer's written request for capacity above the Contract Demand, Company shall advise Customer in writing whether the additional power and energy is currently available, or if not currently available, initiate the processes to determine the costs to make it available.

3. **Extension Costs.** Company agrees to invest \$603.29 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. Customer trenching, conduit, vault and/or right-of-way ("TCVR"), when provided for Company lines and equipment, may also be subject to refund as calculated using Company standard costs. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

— **Refund Option.** The total Customer Advance for this work is \$2,008.71, and the **balance due is \$2,008.71**, and Customer remains eligible for refunds. Company will refund part of the Customer Advance if additional customers connect to the Improvements within ten (10) years of the date Company is ready to supply service. Company will refund 20% of the refundable Customer Advance allocable to the **shared** Improvements for four additional applicants. Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.

— **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250 and waives their right to refunds should additional applicants connect to the Improvements. Accordingly, the balance due is \$1,758.71.**

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's monthly bill**; or, (2) \$0.00 (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. 23 and superseding schedules. Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
6. **Contract Minimum Billing Term.** This Contract becomes binding when both Company and Customer have signed it, and will remain in effect for five (5) years following the date when Company is ready to supply service (the "Term").

In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the Contract Minimum Billing for the remainder of the Term.

If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. The Customer's Advance will be applied to Company costs incurred for design, permitting and other associated Contract costs. However, if Company has installed Improvements so that Company is ready to supply service, but Customer is not ready to receive service from Company within such one-hundred fifty (150) day period, then the failure of Customer to receive service may be treated as a Customer default, and Customer shall be responsible for paying the Contract Minimum Billing for remainder of the Term.

7. **Customer Obligations.** Customer agrees to:

- a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or adjoining property and any permits, fees, etc. required to cross public lands;
- b) Prepare the route to Company's specifications;

- c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
- d) Comply with all of Company's tariffs, procedures, specifications and requirements.

8. Special Provisions: None

- 9. Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in Company's Electric Service Requirements Manual, and other specifications as otherwise provided by Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this Contract.

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

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

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

- 11. Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require customer

payments be sent by EDI or wire transfer. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as quoted in The Wall Street Journal.

Company may request deposits from Customer to the extent permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, Company may exercise any or all of its rights and remedies with respect to any such deposits.

- 12. Furnishing Information and Deposits.** Customer represents that all information it has furnished or shall furnish to Company in connection with this Contract shall be accurate and complete in all material respects. Company will base its decision with respect to credit, deposits, allowances or any other material matter on information furnished under this section by Customer. Should such information be inaccurate or incomplete, Company shall have the right to revoke or modify this Contract and/or its decision to reflect the determination Company would have made had Company received accurate and complete information. Company may request deposits, for the purpose of guaranteeing payment of electric service bills, as permitted under the Company's Utah Electric Service Regulation No. 9.
- 13. Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
- 14. Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under Company's policies, the Electric Service Regulations, and the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to Company. Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule.
- Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.
- 15. Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

16. Attorneys' Fees. If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

17. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

18. Entire Agreement. This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

SANTAQUIN CITY

By _____
signature

NAME (type or print legibly)

TITLE

DATE

Customer's Mailing Address for Executed Contract

ATTENTION OF

275 W. Main ST.

ADDRESS

Santaquin, Utah 84655

CITY, STATE, ZIP

EMAIL ADDRESS

ROCKY MOUNTAIN POWER

By _____
signature

Lance Walker

NAME (type or print legibly)

Manager

TITLE

DATE

Rocky Mountain Power's Mailing Address for Executed Contract

355 W. 200 N.

ADDRESS

Santaquin, Utah 84655

CITY, STATE, ZIP

EMAIL ADDRESS

**SOUTH UTAH VALLEY ELECTRIC SERVICE DISTRICT
JOB COST**

PRELIMINARY RESULTS

| | |
|--|-------------------------------|
| Job Name: Santaquin City - Hwy 6 Summit Rdg Pkw Intersection | Job Number: 19-181 |
| Lighting Hwy 6 & Summit Ridge Parkway | Job Estimate Date: 10/29/2019 |
| Customer Name: Santaquin City | Voting District: |
| Phone Number: (801) 754-3211 | District Area: |
| Mailing Address: | Route Number: |
| 275 W Main Street | Within City Limits of: |
| Santaquin UT 84655 | Rate: |
| Service Address: | UH/OG: |
| Lighting Hwy 6 & Summit Ridge Parkway | Phase: |
| Santaquin 84655 | Amps: |
| | Volts: |
| | Units: 0 |

| Stock No | Product No | QTY | UOM | Description | Total Price |
|---------------------------|------------|---------|-----|--|-------------|
| SQC - Arterial UDOT SL | Inventory | 2.000 | EA | SQC Arterial UDOT Street Light Install | 5,250.00 |
| SQC020 | Service | 1.000 | EA | 200 Amp Strong Box CP3B12119A22 | 2,625.00 |
| 01190 | Inventory | 70.000 | EA | CONDUIT, PLASTIC 3" | 111.54 |
| 01180 | Inventory | 200.000 | EA | CONDUIT, PLASTIC 2" | 139.46 |
| 04050 | Inventory | 220.000 | EA | WIRE, ALUMINUM QUAD #4 | 196.35 |
| S0001 | Service | 70.000 | EA | Trenching 3" conduit | 367.50 |
| S0001 | Service | 220.000 | EA | Trenching 2" conduit | 1,155.00 |
| S0222 | Service | 220.000 | FT | Pulling Conductors, Secondary URD #4 | 496.65 |
| 01680 | Inventory | 2.000 | EA | ELBOW, RIGID 2" | 28.41 |
| 01691 | Inventory | 1.000 | EA | ELBOW, RIDGE 3" LONG SWEEP | 102.45 |
| 01650 | Inventory | 3.000 | EA | ELBOW, PLASTIC 2" | 4.29 |
| 06051 | Inventory | 2.000 | EA | 13X24X15 MD JUNCTION BOX | 179.02 |
| 04010 | Inventory | 40.000 | EA | WIRE, CU TRIPLEX #10 | 21.52 |
| S0001 | Service | 3.000 | EA | Miscellaneous | 472.50 |

SOUTH UTAH VALLEY ELECTRIC SERVICE DISTRICT JOB COST

| | |
|--|-------------------------------|
| Job Name: Santaquin City - Hwy 6 Summit Rdg Pkw Intersection | Job Number: 19-181 |
| Lighting Hwy 6 & Summit Ridge Parkway | Job Estimate Date: 10/29/2019 |
| Customer Name: Santaquin City | Voting District: |
| Phone Number: (801) 754-3211 | District Area: |
| Mailing Address: | Route Number: |
| 275 W Main Street | Within City Limits of: |
| Santaquin UT 84655 | |
| Service Address: | Rate: Phase: |
| Lighting Hwy 6 & Summit Ridge Parkway | UH/OG: Amps: |
| Santaquin 84655 | Volts: |
| | Units: 0 |

| | | | | | |
|----------|------------|-----|-----|-------------|-------------|
| Stock No | Product No | QTY | UOM | Description | Total Price |
|----------|------------|-----|-----|-------------|-------------|

Notes: **Estimate Only
Poles provided by others
Light fixtures provided by others
Bolts for poles provided by others

| | |
|------------------------------|--------------------|
| Subtotal: | 11,149.69 |
| Engineering Fee: | 2,229.94 |
| Inspection Fee: | 0.00 |
| Processing Fee: | 0.00 |
| Impact Fee: | 0.00 |
| Temporary Connect Fee: | 0.00 |
| Security Deposit: | 0.00 |
| Bond Amount (If Applicable): | 0.00 |
| Grand Total: | \$13,379.63 |

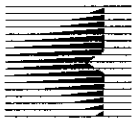
- ☐ Primary Inspection Required
- ☐ Service Inspection Required
- ☐ County or City Inspection Required

Bid Checked By: _____

Bid Approved By: **PRELIMINARY RESULTS**

Date: _____

This bid is valid for 30 days from the date of approval.



CODALE

ELECTRIC SUPPLY, INC.

5225 W. 2400 S.
Salt Lake City, UT 84120
P.O. Box 702070
Salt Lake City, UT 84170-2070
Phone (801) 975-7300
Fax (801) 977-8833

**** Quotation ****

Send P/O To:

CODALE ELECTRIC SUP OREM BRANCH
362 South Commerce Loop
OREM, UT 84058
Phone # : 801-724-3000

Bid #: S6666740
Page #: 1

Bid To:

SANTAQUIN CITY
275 W MAIN STREET 2ND FLOOR
SANTAQUIN, UT 84655

Phone # : 801-754-3211

Ship To:

SANTAQUIN CITY/ SHIP TO
1215 N CENTER STREET
SANTAQUIN, UT 84655

JOB: UDOT SPEC POLE/FIXT

| | | |
|-------------------------------|-------------|-----------------|
| Bid-Date-Expr-Date-Writer | Salesman | Ship Via |
| 03/18/19 04/01/19 Bud Bonnett | Bud Bonnett | 204 SPRVL SOUTH |

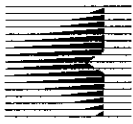
| Qty | Description | Net Prc | Ext Prc |
|--|--|------------|---------|
| ***** Shipping Instructions ***** | | | |
| * CALL JARED SHEPARD PRIOR TO DELIVERY @ * | | | |
| * 801-420-5627 * | | | |
| ***** | | | |
| 2 | HOLOPHANE RTS4010BNDHG-10DA (AB) RFD270662 40 FOOT MOUNTING HEIGHT ROUND TAPERED STEEL DAVIT ARM POLE WITH 10FOOT DAVIT ARM FOR ATB2 FIXTURE, WITH SLIP BASE, ANCHOR BOLTS,HOT DIPPED GALVINIZED FINISH,SIZED FOR 90 MPH ASHTO 2001 AND PER SPECIFICATION DRAWING N/S Item: Mfg Return Policy Applies Pn: 4263435 | 4021.900ea | 8043.80 |
| 2 | HOLOPHANE ATBL C MVOLT R2 4B IL P7 PCLL AUTOBAHN LED ROADWAY -L SERIES (ATBL): ATB0, 22,000 LUMEN PACKAGE,MVOLT,ROADWAY TYPE II,4 BOLT MOUNTING,SPD WITH INDICATOR LIGHT-10 KV/5KA, 7 PIN PHOTOCCELL RECEPTACLE,SOLID STATE LONG LIFE PHOTOCONTROL N/S Item: Mfg Return Policy Applies Pn: 4263436 | 0.000ea | 0.00 |

Bid Total 8043.80

*** Continued on Next Page ***

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All Sales subject to Codale's Terms and Conditions (T&C's) available at
www.codale.com/terms. Price listed on this quotation are subject to change
without notice beyond expiration date. Sales Tax is not included in any Bid.
Payment terms are subject to approved credit. Prices are exclusive of
applicable taxes unless noted.



CODALE

ELECTRIC SUPPLY, INC.

5225 W. 2400 S.
Salt Lake City, UT 84120
P.O. Box 702070
Salt Lake City, UT 84170-2070
Phone (801) 975-7300
Fax (801) 977-8833

**** Quotation ****

Send P/O To:

CODALE ELECTRIC SUP OREM BRANCH
362 South Commerce Loop
OREM, UT 84058
Phone # : 801-724-3000

Bid #: S6666740
Page #: 2

Bid To:

SANTAQUIN CITY
275 W MAIN STREET 2ND FLOOR
SANTAQUIN, UT 84655

Phone # : 801-754-3211

Ship To:

SANTAQUIN CITY/ SHIP TO
1215 N CENTER STREET
SANTAQUIN, UT 84655

JOB: UDOT SPEC POLE/FIXT

| | | |
|-------------------------------|-------------|-----------------|
| Bid-Date-Expr-Date-Writer | Salesman | Ship Via |
| 03/18/19 04/01/19 Bud Bonnett | Bud Bonnett | 204 SPRVL SOUTH |

| Qty | Description | Net Prc | Ext Prc |
|-----|-------------|---------|---------|
| | | | ----- |
| | Bid Amount | | 8043.80 |

.. Reprint .. Reprint .. Reprint .. Reprint .
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www.codale.com/terms. Price listed on this quotation are subject to change
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applicable taxes unless noted.



Consistent with LEED® goals
& Green Globes™ criteria
for light pollution reduction

Autobahn Series ATBL Roadway

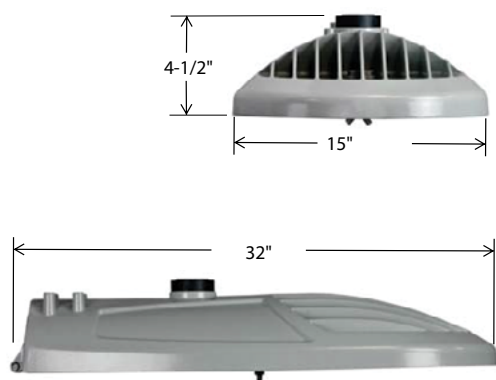
PRODUCT OVERVIEW



Applications:

Residential streets
Parking lots
High speed roadways

DIMENSIONS



Effective Projected Area (EPA)
The EPA for the ATBL is 0.75 sq. ft.,
Approx. Wt. = 30 lbs. (13.6 kg)

STANDARDS

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Color temperatures of $\leq 3000\text{K}$ must be specified for International Dark-Sky Association certification.

Rated for -40°C to 40°C ambient

CSA Certified to U.S. and Canadian standards

Complies with ANSI: C136.2, C136.10, C136.14, C136.15, C136.37

Features:

OPTICAL

Same Light: Performance is comparable to 250W – 400W HPS.

White Light: Correlated color temperature - 4000K, 70 CRI minimum, 3000K, 70 CRI minimum or optional 5000K, 70 CRI minimum.

IP66 rated borosilicate glass optics ensure longevity and minimize dirt depreciation. Unique IP66 rated LED light engines provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing.

Available distributions are Type II, IIN, III, IV, V roadway distributions.

ELECTRICAL

Expected Life: LED light engines are rated $>100,000$ hours at 25°C , L70.

Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

Lower Energy: Saves an expected 40-60% over comparable HID luminaires.

Robust Surge Protection: Three different surge protection options provide a minimum of ANSI C136.2 10kV/5kA protection. 20kV/10kA protection is also available.

MECHANICAL

Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easy leveling at installation.

Rugged die-cast aluminum housing and door are polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).

Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter. The 2 – bolt and optional 4 bolt clamping mechanism provide 3G vibration rating per ANSI C136.

The Wildlife shield is cast into the housing (not a separate piece).

CONTROLS

NEMA 3 pin photocontrol receptacle is standard, with the Acuity designed ANSI standard 5 pin and 7 pin receptacles optionally available.

Premium solid state locking-style photocontrol – PCSS (10 year rated life) Extreme long life solid state locking-style photocontrol – PCLL (20 year rated life).

Extreme long life solid state locking-style photocontrol with on demand remote on/off control – PCCC (15 year rated life).

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and also can allow a single fixture to be flexibly applied in many different applications.

Note: Specifications subject to change without notice. Actual performance may differ as a result of end-user environment and application.

Autobahn Series ATBL

Roadway

ORDERING INFORMATION

Example: ATBL A MVOLT R2

| Series | Performance Packages | Voltage | Optics | Mounting |
|----------------------------------|--|---|---|---|
| ATBL Autobahn LED Roadway | A 19,000 lumens B 21,000 lumens C 22,000 lumens D 25,000 lumens E 27,000 lumens F 29,000 lumens G 30,000 lumens | MVOLT Multi-volt, 120-277V 347 347V 480 480V | N2 Roadway Type II, Narrow R2 Roadway Type II R3 Roadway Type III R4 Roadway Type IV R5 Roadway Type V | (Blank) 2 Bolt Mounting 4B 4 Bolt Mounting |

Color Temperature (CCT)
(Blank) 4000K CCT, 70 CRI Min.
3K 3000K CCT, 70 CRI Min.
5K 5000K CCT, 70 CRI Min.

Paint
(Blank) Gray
BK Black
BZ Bronze
DDB Dark Bronze
GI Graphite
WH White

Surge Protection
(Blank) Standard 10kA/5kV SPD
20 20kV/10kA SPD
MP MOV Pack - 10kA/5kV SPD
IL SPD with Indicator Light 10kA/5kV SPD¹

Miscellaneous Options
HSS House Side Shield
NL NEMA Label Indicating Wattage
PT Power Tray
XL Not CSA Certified – No Terminal Block Cover

Control Options
(Blank) 3 Pin NEMA Photocontrol Receptacle
P5 5 Pin Photocontrol Receptacle (dimmable driver included)¹
P7 7 Pin Photocontrol Receptacle (dimmable driver included)¹
NR No Photocontrol Receptacle²
A0 Field Adjustable Output¹
DM 0-10V Dimmable Driver³
PCSS Solid-State Lighting Photocontrol⁴
PCLL Solid-State Long Life Photocontrol
PCCC Solid-State Long Life Photocontrol with remote control on/off
SH Shorting Cap⁵

Packages
(Blank) Standard Pack
JP Job Pack (24 per pallet)

Notes:

1. Dimmable Driver included. Not available with DM.
2. Not available with P5 or P7.
3. Controls by Others. Not available with A0.
4. MVOLT only.
5. Not available with PCSS or PCLL.

For Accessories see next page.



AEL Headquarters, 3825 Columbus Road, Granville, OH 43023
www.americanelectriclighting.com

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Warranty Five-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx
 Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Please contact your sales representative for the latest product information.

Autobahn Series ATBL

Roadway

ORDERING INFORMATION

Accessories (order separately)

| | |
|-------------------------|---|
| ATBLHSS | House Side Shield |
| ATBL LTS | Light Trespass Shield |
| RKATBLMVOLTSPD | ATBL Acuity SPD Replacement Kit MVOLT |
| RKATBLHVSPD | ATBL Acuity SPD Replacement Kit 347/480V |
| RKATBLMVOLT20 | ATBL 20kV SPD Replacement Kit MVOLT |
| RKATBLHV20 | ATBL 20kV SPD Replacement Kit 347/480V |
| RKATBLMVOLTMP | ATBL MOV Pack Replacement Kit MVOLT |
| RKATBLHVMP | ATBL MOV Pack Replacement Kit 347/480V |
| RKATBLMVOLTIL | ATBL IL SPD Replacement Kit |
| RKATBLUV-AC-20KV | ATBL (A,C) STD SPD / 20kV Replacement Power Tray MVOLT |
| RKATBLUV-B-20KV | ATBL (B) STD SPD / 20kV Replacement Power Tray MVOLT |
| RKATBLUV-D | ATBL (D) STD SPD Replacement Power Tray MVOLT |
| RKATBLUV-E | ATBL (E) STD SPD Replacement Power Tray MVOLT |
| RKATBLUV-F | ATBL (F) STD SPD Replacement Power Tray MVOLT |
| RKATBLUV-G | ATBL (G) STD SPD Replacement Power Tray MVOLT |
| RKATBLUV-D-20KV | ATBL (D) 20kV SPD Replacement Power Tray MVOLT |
| RKATBLUV-E-20KV | ATBL (E) 20kV SPD Replacement Power Tray MVOLT |
| RKATBLUV-F-20KV | ATBL (F) 20kV SPD Replacement Power Tray MVOLT |
| RKATBLUV-G-20KV | ATBL (G) 20kV SPD Replacement Power Tray MVOLT |
| RKATBLHV-AC-20KV | ATBL (A,C) STD SPD / 20kV Replacement Power Tray 347/480V |
| RKATBLHV-B-20KV | ATBL (B) STD SPD / 20kV Replacement Power Tray 347/480V |
| RKATBLHV-D-20KV | ATBL (D) STD SPD / 20kV Replacement Power Tray 347/480V |
| RKATBLHV-E-20KV | ATBL (E) STD SPD / 20kV Replacement Power Tray 347/480V |
| RKATBLHV-F-20KV | ATBL (F) STD SPD / 20kV Replacement Power Tray 347/480V |
| RKATBLHV-G-20KV | ATBL (G) STD SPD / 20kV Replacement Power Tray 347/480V |



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Autobahn Series ATBL

Roadway

PERFORMANCE PACKAGE

| Performance Package | Distribution | Input Watts | 3K (3000K CCT, 70 CRI) | | | | | 4K/5K (4000K/5000K CCT, 70 CRI) | | | | | LLD @ 25°C | | |
|---------------------|--------------|-------------|---------------------------|-----|---|---|---|------------------------------------|-----|---|---|---|------------|-----------|------------|
| | | | Lumens | LPW | B | U | G | Lumens | LPW | B | U | G | 25k Hours | 75k Hours | 100k Hours |
| A | N2 | 170 | 16,911 | 99 | 3 | 0 | 3 | 19,456 | 114 | 3 | 0 | 3 | 0.96 | 0.94 | 0.92 |
| | R2 | | 16,373 | 96 | 3 | 0 | 3 | 18,960 | 112 | 3 | 0 | 4 | | | |
| | R3 | | 16,223 | 95 | 2 | 0 | 4 | 18,660 | 110 | 3 | 0 | 4 | | | |
| | R4 | | 15,755 | 93 | 3 | 0 | 4 | 17,926 | 105 | 3 | 0 | 4 | | | |
| | R5 | | 17,257 | 102 | 4 | 0 | 2 | 20,067 | 118 | 4 | 0 | 2 | | | |
| B | N2 | 181 | 18,393 | 102 | 3 | 0 | 3 | 21,325 | 118 | 3 | 0 | 3 | 0.96 | 0.94 | 0.92 |
| | R2 | | 17,928 | 99 | 3 | 0 | 4 | 20,770 | 115 | 3 | 0 | 4 | | | |
| | R3 | | 17,731 | 98 | 3 | 0 | 4 | 20,512 | 113 | 3 | 0 | 4 | | | |
| | R4 | | 17,114 | 95 | 3 | 0 | 5 | 19,900 | 110 | 3 | 0 | 5 | | | |
| | R5 | | 18,948 | 105 | 4 | 0 | 2 | 22,033 | 122 | 5 | 0 | 3 | | | |
| C | N2 | 200 | 19,670 | 98 | 3 | 0 | 3 | 22,882 | 114 | 3 | 0 | 3 | 0.96 | 0.94 | 0.92 |
| | R2 | | 19,216 | 96 | 3 | 0 | 4 | 22,288 | 111 | 3 | 0 | 4 | | | |
| | R3 | | 19,056 | 95 | 3 | 0 | 4 | 22,030 | 110 | 3 | 0 | 4 | | | |
| | R4 | | 18,326 | 108 | 3 | 0 | 5 | 21,308 | 125 | 3 | 0 | 5 | | | |
| | R5 | | 20,320 | 102 | 4 | 0 | 2 | 23,628 | 118 | 5 | 0 | 3 | | | |
| D | N2 | 209 | 21,972 | 105 | 3 | 0 | 3 | 25,508 | 122 | 3 | 0 | 4 | 0.96 | 0.94 | 0.92 |
| | R2 | | 21,502 | 103 | 3 | 0 | 4 | 25,052 | 120 | 3 | 0 | 4 | | | |
| | R3 | | 21,199 | 101 | 3 | 0 | 5 | 24,067 | 115 | 3 | 0 | 5 | | | |
| | R4 | | 20,419 | 113 | 3 | 0 | 5 | 23,824 | 132 | 3 | 0 | 5 | | | |
| | R5 | | 22,868 | 109 | 5 | 0 | 3 | 26,591 | 127 | 5 | 0 | 3 | | | |
| E | N2 | 238 | 24,015 | 101 | 3 | 0 | 3 | 28,023 | 118 | 3 | 0 | 4 | 0.96 | 0.94 | 0.92 |
| | R2 | | 23,496 | 99 | 3 | 0 | 4 | 27,526 | 116 | 3 | 0 | 4 | | | |
| | R3 | | 23,125 | 97 | 3 | 0 | 5 | 26,433 | 111 | 3 | 0 | 5 | | | |
| | R4 | | 22,548 | 133 | 3 | 0 | 5 | 26,219 | 154 | 3 | 0 | 5 | | | |
| | R5 | | 25,139 | 106 | 5 | 0 | 3 | 29,231 | 123 | 5 | 0 | 3 | | | |
| F | N2 | 259 | 25,409 | 98 | 3 | 0 | 4 | 29,814 | 115 | 3 | 0 | 4 | 0.96 | 0.94 | 0.92 |
| | R2 | | 24,831 | 96 | 3 | 0 | 4 | 29,274 | 113 | 3 | 0 | 5 | | | |
| | R3 | | 24,516 | 95 | 3 | 0 | 5 | 28,089 | 108 | 3 | 0 | 5 | | | |
| | R4 | | 23,970 | 132 | 3 | 0 | 5 | 27,873 | 154 | 3 | 0 | 5 | | | |
| | R5 | | 26,735 | 103 | 5 | 0 | 3 | 31,087 | 120 | 5 | 0 | 3 | | | |
| G | N2 | 279 | 26,457 | 95 | 3 | 0 | 4 | 31,340 | 112 | 3 | 0 | 4 | 0.95 | 0.93 | 0.92 |
| | R2 | | 26,007 | 93 | 3 | 0 | 4 | 30,590 | 110 | 3 | 0 | 5 | | | |
| | R3 | | 25,344 | 91 | 3 | 0 | 5 | 29,403 | 105 | 3 | 0 | 5 | | | |
| | R4 | | 24,680 | 145 | 3 | 0 | 5 | 29,207 | 172 | 3 | 0 | 5 | | | |
| | R5 | | 28,094 | 101 | 5 | 0 | 3 | 32,667 | 117 | 5 | 0 | 3 | | | |

Note: Individual fixture performance may vary. Specifications subject to change without notice.



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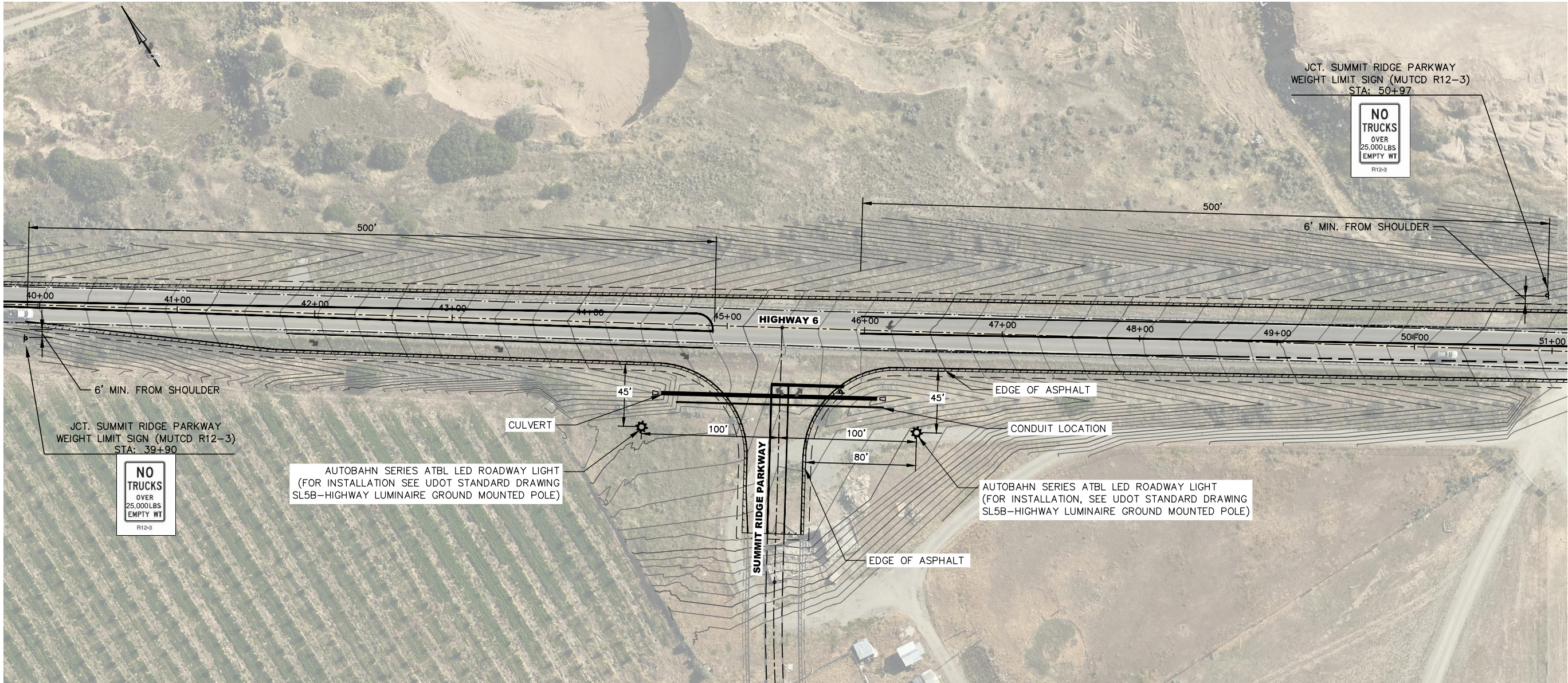
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S:\PROJ\Santaquin City\Highway 6 Widening\DWG from Rocky\DESIGN BASES-Exhibits_B-15-18.dwg




CONSTRUCTION NOTES

1. ALL PAVEMENT MARKING AND SIGNAGE IS REQUIRED TO MEET UDOT MUTCD STANDARDS AND GUIDELINES.
2. RECOMMENDED POSTED WEIGHT LIMIT FOR SUMMIT RIDGE PARKWAY IS 25,000 LBS BASED ON FOLLOWING DATA:
 - AVERAGE EMPTY WEIGHT OF CONSTRUCTION DUMP TRUCK VARIES BETWEEN 20,000-28,000 LBS.
 - HEAVY DUTY PICK-UP TRUCK (E.G. F-450) ~ 8,000 LBS
 - 26' EMPTY CARGO TRUCK ~ 15,000 LBS

LEGEND


- PROPERTY LINE
- ROW --- RIGHT OF WAY
- CENTERLINE OF ROAD
- EX. EDGE OF ASPHALT
- EDGE OF ASPHALT
- CUT --- FILL --- SLOPE DAYLIGHT LINE
- EX. EDGE OF GRAVEL
- EDGE OF GRAVEL
- DBL YELLOW STRIPING
- SINGLE WHITE STRIPING
- BROKEN WHITE LINE
- EX. MINOR CONTOUR
- EX. MAJOR CONTOUR
- MINOR CONTOUR
- MAJOR CONTOUR
- * * * FENCE BARBED
- o o o FENCE CHAIN LINK
- OHP --- OVERHEAD POWER
- >--- FLOW LINE OF DITCH
- SILT FENCE

WARNING
CALL BLUE STAKES



SHEET ADDITION
1. _____

| | |
|-----------|-----|
| DRAWN: | RJM |
| DESIGNER: | RJM |
| REVIEWED: | JNS |
| PROJECT # | |



SCALES

| | |
|-------------------|--------|
| HORIZ: | 1"=40' |
| VERT: | N/A |
| (24" x 36" SHEET) | |

BAR SCALE MEASURES 1" ON A FULL SIZE SHEET, ADJUST FOR A HALF SIZE SHEET.

PROJECT NAME:
SUMMIT RIDGE PARKWAY

SHEET TITLE:
HWY 6-SUMMIT RIDGE PKWY
JCT. - WEIGHT LIMIT SIGN & STREET LIGHTING EXHIBIT

| | |
|---------------------------|--------------------|
| PLAN SET: FINAL | SHEET: - |
|---------------------------|--------------------|



MEMORANDUM

November 1, 2019

To: Santaquin City Mayor and City Council
From: Norm Beagley, City Engineer
RE: **Santaquin City Sanitary Sewer Master Plan Update**

Dear Mayor and Council Members,

During the design and construction of the two recent WRF upgrades (i.e. additional membrane train, and additional screw press), we found that the WRF is experiencing a higher influent temperature than was originally designed for (prior to plant construction and operation). These higher influent temperatures provide for some additional increased capacity that has yet to be modeled and evaluated.

With that said, it is desirable to update our WRF Sanitary Sewer Master Plan and Impact Fee Facilities Plan to reflect these untapped capacities.

As designers of the original WRF facility, and the most recent upgrade design, we engaged J-U-B Engineers and asked them to provide us with a work plan (scope of work) and a cost estimate to complete the needed evaluation and plan updates described above.

J-U-B has proposed a not to exceed fee of \$15,000.00 to update the City's Sanitary Sewer Master Plan and Impact Fee Facilities Plan to reflect the new conditions. For your convenience, I have attached J-U-B's proposed work plan showing the necessary hours to complete the project, as well as their proposal.

As this work would help to determine future growth capacity for the WRF, these costs would be funded using sewer impact fees.

I recommend that the Council authorize City staff to direct J-U-B to move forward with the update of the City's Sanitary Sewer Master Plan and Impact Fee Facilities Plan.

I would be happy to answer any questions you may have regarding this project.

Thank you for your time

October 3, 2019

Norm Beagley
Santaquin City Engineer
275 West Main Street
Santaquin, UT 84655

Dear Norm,

Below is a proposed scope of work, fee and schedule to update Santaquin City's 2016 Sanitary Sewer Master Plan (SSMP) and Capital Facilities Plan (CFP) as well as update the City's Impact Fee Facilities Plan (IFFP). The added information will include the recent Phase 2 improvements at the Water Reclamation Facility.

SCOPE OF WORK

TASK 1 | PROJECT ADMINISTRATION AND MEETINGS

- 1.1** Project Management – Complete various project administration tasks (monitor project status-budget and schedule, monthly invoices, document handling and filing, coordination, reviews, etc.)
- 1.2** Meetings
 - a. Project update conference calls as required.
 - b. Project Review Meeting– Meeting at Santaquin to discuss findings of SSMP update and IFFP.

TASK 2 | UPDATE THE SANITARY SEWER MASTER PLAN AND CAPITAL FACILITIES PLAN

- 2.1** Update SSMP/CFP – Update the 2016 SSMP/CFP with the recently completed projects at the Water Reclamation Facility (WRF). This Task will include updating Appendix H (Water Reclamation Facility Level of Service) to indicate current conditions. Specifically, the processes that were upgraded in the Phase 2 improvements project will be updated, including the membrane bioreactor capacity section (summarizing the increase in allowable flux rate documentation that was provided by Suez), the solids handling section, and the plant drain lift station. Additionally, all other treatment unit process capacities will be reviewed and their current status verified with the operator (e.g., some unit processes such as reclaimed water pumping and UV disinfection were scheduled to be upgraded in 2017, but this may or may not be necessary). All treatment costs, capacities, and upgrade schedules included in Appendix H will be updated based on the findings from this task.
- 2.2** The 2016 SSMP/CFP contained minimal information and no costs related to aquifer storage and recovery. This task will define the “next steps” for aquifer recharge including project timing and associated costs. J-U-B will coordinate with regulators to determine the maximum allowable recharge rate, water quality requirements, groundwater monitoring needs, effluent metering requirements, and additional permitting that may be required. This task will also determine the status of the pending recovery permit and include a brief review of the City's water rights.

Deliverables - Produce a final Updated SSMP Appendix H as an Addendum to the 2016 SSMP/CFP.

TASK 3 | UPDATE THE IMPACT FEE FACILITIES PLAN (IFFP)

- 3.1** Provide an Addendum to the IFFP to include the updated information from the revised SSMP/CFP. Update Table 3 in the IFFP showing costs, capacity, year, and impact fee allocation. The updated

treatment costs will be run through the existing IFFP spreadsheet model. The revised Table 3 will continue to show collection system impact fees through 2026 (no changes) but the treatment impact fees will be updated through 2029.

- 3.2** This task also includes coordination with Zions Bank who will be performing the updated Impact Fee Analysis. This scope of work assumes Zions Bank will contract directly with Santaquin City, but J-U-B will be available to answer questions to help Zions Bank complete the updated IFA.

Deliverables - Produce a final Updated IFFP including the amended Table 3. Zions Bank will produce the final IFA under a separate contract with Santaquin City.

COMPENSATION AND SCHEDULE

The ENGINEER will be compensated for services as described above on a **lump sum basis for a total fee of \$15,000**. The City will be invoiced monthly as the work progresses. This includes all reimbursable expenses (travel time, mileage, copying, printing, etc.). We have provided a breakdown of the fee by task for your convenience.

| | Task | Days (from NTP) | Fee (lump sum) |
|---|-----------------------------------|--------------------|-------------------|
| 1 | Project Administration | -- | \$3,200 |
| 2 | Update Sanitary Sewer Master Plan | 45 | \$9,000 |
| 3 | Update Impact Fee Facilities Plan | 60 | \$2,800 |

This proposed schedule is dependent upon timely responses by the City, meeting scheduling, and prompt work reviews. J-U-B cannot be responsible for impacts to the schedule caused by the actions of others over which J-U-B has no control.

We are excited to work with you on this important project. Please let me know if you have questions regarding our scope or fee, or if you would like to discuss further.

Sincerely,

J-U-B ENGINEERS, Inc.



Gary Vance, P.E.
Project Manager



| Work Tasks/Hours | | Project Manager Gary Vance | Design Engineer Katie Reams | QA/QC Mark Christensen | Task Project Hours | Task Cost |
|--|---|-------------------------------|--------------------------------|---------------------------|-----------------------|-----------|
| Task 1 - Project Administration and Meetings | | | | | | |
| 1.1 | Project Management | 4 | | 2 | 6 | \$1,100 |
| 1.2 | Project Review Meetings | 8 | | 4 | 12 | \$2,100 |
| | | | | | | |
| Task 2 - Update the Sanitary Sewer Master Plan | | | | | | |
| 2.1 | Update Appendix H and Produce Final Document | 24 | 12 | 2 | 38 | \$5,700 |
| 2.2 | Aquifer Recharge and Recovery | 4 | 8 | 8 | 20 | \$3,300 |
| | | | | | | |
| Task 3 - Update the Impact Fee Facilities Plan | | | | | | |
| 3.1 | Update Table 3 Using Existing IFFP Model and Produce Final Document | 2 | 6 | 2 | 10 | \$1,500 |
| 3.2 | Coordination with Zions Bank for IFA | 4 | 2 | 2 | 8 | \$1,300 |
| | | | | | | |
| TOTAL HOURS | | 46 | 28 | 20 | 94 | |
| TOTAL PROJECT COSTS | | | | | | \$15,000 |

RESOLUTION No. 11-01-2019

**A RESOLUTION REQUESTING THE RECERTIFICATION
OF THE SANTAQUIN JUSTICE COURT**

WHEREAS, the provisions of U.C.A. § 78A-7-103 require that Justice Courts be recertified at the end of each four-year term; and

WHEREAS, the term of the present Santaquin Justice Court shall expire during the month of February, 2020; and

WHEREAS, the members of the Santaquin City Council have received an opinion letter from Brett B. Rich, Attorney, which sets forth the requirements for the operation of a Justice Court and feasibility of continuing to maintain the same; and

WHEREAS, the members of the Santaquin City Council have determined that it is to the best interests of the City of Santaquin to continue to provide for a Justice Court;

NOW THEREFORE, BE IT RESOLVED, the SANTAQUIN CITY COUNCIL hereby requests recertification of the Santaquin City Court by the Justice Courts Standards Committee and the Utah Judicial Council.

BE IT FURTHER RESOLVED that the CITY COUNCIL of SANTAQUIN CITY hereby affirms its willingness to continue to meet all requirements set forth by the Judicial Council for continued operation of the Santaquin City Court for the next four-year court term, except as to any requirements waived by the Utah Judicial Council.

PASSED AND APPROVED this 5th day of November, 2019.

Kirk F. Hunsaker, Mayor

ATTEST:

K. Aaron Shirley, City Recorder



A PROFESSIONAL CORPORATION

P.O. Box 970663
Orem, Utah 84097

BRETT B. RICH
bbr@ns-law.com

October 16, 2019

Mayor Kirk F. Hunsaker
Santaquin City
275 West Main Street
Santaquin, UT 84655

Re: Recertification of the Santaquin Justice Court

Dear Mayor Hunsaker:

The law firm of Nielsen & Senior is acting as counsel for the City of Santaquin with Brett B. Rich being the attorney responsible for that representation. This letter is provided as the written opinion advising the City of Santaquin of requirements for the operation of a justice court and the feasibility of maintaining a justice court, which opinion is required by the Justice Court Standards for Recertification.

The Santaquin Justice Court has been certified as a Justice Court for many years. It is presently located on the second floor of the Santaquin City Administration Building, with a physical and mailing address of 275 West Main Street, Santaquin, Utah 84655. Pursuant to the terms of two separate Interlocal Agreements, this facility is also the location of the Genola Justice Court, and the Goshen Justice Court. Pursuant to additional and separate Interlocal Agreements, the City of Santaquin also employs the Justice Court Judge, who has been appointed by the Genola Town Council and the Goshen Town Council as the Justice Court Judge for the justice courts of those respective municipalities. Those same Interlocal Agreements also provide for clerical staff and law enforcement support for those additional justice courts. However, each of these justice courts continues to be operated separately, and the records of each court are kept and maintained separately. This opinion addresses only the Santaquin Justice Court and not the separate justice courts of the Towns of Genola or Goshen.

Santaquin City has provided certain documents for our review as they may affect this opinion. For purposes of this opinion, we have assumed the accuracy, genuineness and authenticity of all documents submitted as originals, and in examining copies, we have assumed the genuineness and authenticity of all submitted documents and know of no reason why we should not rely thereon.

We also understand that the City of Santaquin has appointed the Honorable Sharla Williams as Justice Court Judge for the Santaquin Justice Court. However, this opinion is limited

to the recertification of the Santaquin Justice Court and does not concern any issues that may or may not arise concerning the employment or retention of Judge Williams.

Based on, and subject to, the foregoing and pursuant to the Justice Court standards for recertification, we advise the City of Santaquin of the following requirements for the operation of a justice court. We note that many of these requirements have been summarized in the recertification information sent to the City of Santaquin by the Administrative Office of the Courts, and hereby include those requirements as a part of this opinion by reference.

Utah Code Ann. § 78A-7-102 authorizes a municipality to create a justice court. The class of the justice court is determined by applying the criteria found in § 78A-7-101(2). Based on our understanding that during the period beginning from June 30, 2018 and ending July 1, 2019, the total number of cases filed each month in the Santaquin Justice Court was 1,453, the Santaquin Justice Court is designated as a Class III justice court. And that if combined with the total number of cases filed in the Genola Justice Court and the Goshen Justice Court, the total number of cases still falls within the range required for designation as a Class III justice court. Utah Code Ann. § 78A-1-101(2)(c). We do not express any opinion regarding the designation of the Genola Justice Court or the Goshen Justice Court in the event the number of cases in the three justice courts are not combined, or in the event that either the Genola Justice Court, or the Goshen Justice Court is not recertified.

Because some of the statutory requirements for the justice court operations have been amended since the last recertification many, but not all the statutory requirements are set forth below.

Utah Code Ann. § 78A-7-105 (2)

Territorial jurisdiction.

(2) The territorial jurisdiction of municipal justice courts extends to the corporate limits of the municipality in which the justice court is created.

Utah Code Ann. § 78A-7-106

Jurisdiction.

(1) Justice courts have jurisdiction over class B and C misdemeanors, violation of ordinances, and infractions committed within their territorial jurisdiction by a person 18 years of age or older.

(2) Except those offenses over which the juvenile court has exclusive jurisdiction, justice courts have jurisdiction over the following class B and C misdemeanors, violation of ordinances, and infractions committed within their territorial jurisdiction by a person 16 or 17 years of age:

(a) Class C misdemeanor and infraction violations of Title 53, chapter 3, Part 2, Driver Licensing Act;

(b) Class B and C misdemeanor and infraction violations of:

- (i) Title 23, Wildlife Resources Code of Utah;
 - (ii) Title 41, Chapter 1a, Motor Vehicle Act;
 - (iii) Title 41, Chapter 6a, Traffic Code;
 - (iv) Title 41, Chapter 12a, Financial Responsibility of Motor Vehicle Owners and Operators Act;
 - (v) Title 41, Chapter 22, Off-Highway Vehicles;
 - (vi) Title 73, Chapter 18, State Boating Act;
 - (vii) Title 73, Chapter 18a, Boating - Litter and Pollution Control;
 - (viii) Title 73, Chapter 18b, Water Safety; and
 - (ix) Title 73, Chapter 18c, Financial Responsibility of Motorboat Owners and Operators Act.
- (3) As used in this section, "the court's jurisdiction" means the territorial jurisdiction of a justice court.
- (4) An offense is committed within the territorial jurisdiction of a justice court if:
- (a) conduct constituting an element of the offense or a result constituting an element of the offense occurs within the court's jurisdiction, regardless of whether the conduct or result is itself unlawful;
 - (b) either a person committing an offense or a victim of an offense is located within the court's jurisdiction at the time the offense is committed;
 - (c) either a cause of injury occurs within the court's jurisdiction or the injury occurs within the court's jurisdiction;
 - (d) a person commits any act constituting an element of an inchoate offense within the court's jurisdiction, including an agreement in a conspiracy;
 - (e) a person solicits, aids, or abets, or attempts to solicit, aid, or abet another person in the planning or commission of an offense within the court's jurisdiction;
 - (f) the investigation of the offense does not readily indicate in which court's jurisdiction the offense occurred, and:
 - (i) the offense is committed upon or in any railroad car, vehicle, watercraft, or aircraft passing within the court's jurisdiction;
 - (ii) (A) the offense is committed on or in any body of water bordering on or within this state if the territorial limits of the justice court are adjacent to the body of water; and
(B) as used in Subsection (4)(f)(ii)(A), "body of water" includes any stream, river, lake, or reservoir, whether natural or man-made;
 - (iii) a person who commits theft exercises control over the affected property within the court's jurisdiction; or
 - (iv) the offense is committed on or near the boundary of the court's jurisdiction;
 - (g) the offense consists of an unlawful communication that was initiated or received within the court's jurisdiction; or
 - (h) jurisdiction is otherwise specifically provided by law.
- (5) A justice court judge may transfer a matter in which the defendant is a child to the juvenile court for further proceedings if the justice court judge determines and the juvenile court concurs

that the best interests of the child would be served by the continuing jurisdiction of the juvenile court subject to Section 78A-6-602.

(6) Justice courts have jurisdiction of small claims cases under Title 78A, Chapter 8, Small Claims Courts, if a defendant resides in or the debt arose within the territorial jurisdiction of the justice court.

Utah Code Ann. § 78A-7-118

Appeals from justice court -- Trial or hearing de novo in district court.

(1) In a criminal case, a defendant is entitled to a trial de novo in the district court only if the defendant files a notice of appeal within 28 days of:

- (a) sentencing, except as provided in Subsection (4)(b); or
- (b) a plea of guilty or no contest in the justice court that is held in abeyance.

(2) Upon filing a proper notice of appeal, any term of a sentence imposed by the justice court shall be stayed as provided for in Section 77-20-10 and the Rules of Criminal Procedure.

(3) If an appeal under Subsection (1) is of a plea entered pursuant to negotiation with the prosecutor, and the defendant did not reserve the right to appeal as part of the plea negotiation, the negotiation is voided by the appeal.

(4) A defendant convicted and sentenced in justice court is entitled to a hearing de novo in the district court on the following matters, if the defendant files a notice of appeal within 28 days of:

- (a) an order revoking probation;
- (b) imposition of a sentence, following a determination that a defendant failed to fulfill the terms of a plea in abeyance agreement;
- (c) an order denying a motion to withdraw a plea, if the plea is being held in abeyance and the motion to withdraw the plea is filed within 28 days of the entry of the plea;
- (d) a postsentence order fixing total or court ordered restitution; or
- (e) an order denying expungement.

(5) The prosecutor is entitled to a hearing de novo in the district court if an appeal is filed within 28 days of the court entering:

- (a) a final judgment of dismissal;
- (b) an order arresting judgment;
- (c) an order terminating the prosecution because of a finding of double jeopardy or denial of a speedy trial;
- (d) a judgment holding invalid any part of a statute or ordinance;
- (e) a pretrial order excluding evidence, when the prosecutor certifies that exclusion of that evidence prevents continued prosecution of an infraction or class C misdemeanor;
- (f) a pretrial order excluding evidence, when the prosecutor certifies that exclusion of that evidence impairs continued prosecution of a class B misdemeanor;
- (g) an order granting a motion to withdraw a plea of guilty or no contest;
- (h) an order fixing total restitution at an amount less than requested by a crime victim; or

- (i) an order granting an expungement, if the expungement was opposed by the prosecution or a victim before the order was entered.
- (6) Upon entering a decision in a hearing de novo, the district court shall remand the case to the justice court unless:
 - (a) the decision results in immediate dismissal of the case; or
 - (b) the hearing de novo was on a pretrial order and the parties and the district court agree to have the district court retain jurisdiction.
- (7) The district court shall retain jurisdiction over the case on trial de novo.
- (8) The decision of the district court is final and may not be appealed unless the district court rules on the constitutionality of a statute or ordinance.

Utah Code Ann. § 78A-7-120

Disposition of fines.

- (1) Except as otherwise specified by this section, fines and forfeitures collected by a justice court shall be remitted, $\frac{1}{2}$ to the treasurer of the local government responsible for the court and $\frac{1}{2}$ to the treasurer of the local government which prosecutes or which would prosecute the violation. An interlocal agreement created pursuant to title 11, chapter 13, Interlocal Cooperation Act, related to justice courts may alter the ratio provided in this section if the parties agree.
- (2) (a) For violation of Title 23, Wildlife Resources Code of Utah, the court shall allocate 85% to the Division of Wildlife Resources and 15% to the general fund of the city or county government responsible for the justice court.
- (b) For violation of Title 41, Chapter 22, Off-highway Vehicles, or Title 73, Chapter 18, State Boating Act, the court shall allocate 85% to the Division of Parks and Recreation and 15% to the general fund of the city or county government responsible for the justice court.
- (c) Fines and forfeitures collected by the court for a violation of Section 41-6a-1302 in instances where evidence of the violation was obtained by an automated traffic enforcement safety device as described in Section 41-6a-1310 shall be remitted:
 - (i) 20% to the school district or private school that owns or contracts for the use of the school bus; and
 - (ii) 80% in accordance with Subsection (1).
- (3) The surcharge established by Section 51-9-401 shall be paid to the state treasurer.
- (4) Fines, fees, court costs, and forfeitures collected by a municipal or county justice court for a violation of Section 72-7-404 or 72-7-406 regarding maximum weight limitations and overweight permits, minus court costs not to exceed the schedule adopted by the Judicial Council, shall be paid to the state treasurer and distributed to the class B and C road account.
- (5) Revenue allocated for class B and C roads pursuant to Subsection (4) is supplemental to the money appropriated under Section 72-2-107 but shall be expended in the same manner as other class B and C road funds.

(6) (a) Fines and forfeitures collected by the court for a second or subsequent violation under Section 41-6a-1713 or Subsection 72-7-409(6)(c) shall be remitted:

- (i) 60% to the state treasurer to be deposited in the Transportation Fund; and
- (ii) 40% in accordance with Subsection (1).

(b) Fines and forfeitures collected by the court for a second or subsequent violation under Subsection 72-7-409(6)(d) shall be remitted:

- (i) 50% to the state treasurer to be deposited in the Transportation Fund; and
- (ii) 50% in accordance with Subsection (1).

Utah Code Ann. § 78A-7-121

Funds collected -- Deposits and reports -- Special account -- Accounting.

(1) (a) Justice courts shall deposit public funds in accordance with Section 51-4-2.

(b) The city or county treasurer shall report to the city recorder or county auditor, as appropriate, the sums collected and deposited. The recorder or auditor shall then apportion and remit the collected proceeds as provided in Section 78A-7-120.

(2) Money received or collected on any civil process or order issued from a justice court shall be paid within seven days to the party entitled or authorized to receive it.

(3) (a) With the approval of the governing body a trust or revolving account may be established in the name of the justice court and the treasurer for the deposit of money collected including bail, restitution, unidentified receipts, and other money that requires special accounting.

(b) Disbursements from this account do not require the approval of the auditor, recorder, or governing body.

(c) The account shall be reconciled at least quarterly by the auditor of the governing body.

Utah Code Ann. § 78A-7-122

Security surcharge -- Application -- Deposit in restricted accounts.

(1) In addition to any fine, penalty, forfeiture, or other surcharge, a security surcharge of \$50 shall be assessed on all convictions for offenses listed in the uniform bail schedule adopted by the Judicial Council and moving traffic violations.

(2) The security surcharge shall be collected and distributed pro rata with any fine collected. A fine that would otherwise have been charged may not be reduced due to the imposition of the security surcharge.

(3) Eighteen dollars of the security surcharge shall be remitted to the state treasurer and distributed to the Court Security Account created in Section 78A-2-602.

(4) Thirty-two dollars of the security surcharge shall be allocated as follows:

(a) the assessing court shall retain 20% of the amount collected for deposit into the general fund of the governmental entity; and

(b) 80% shall be remitted to the state treasurer to be distributed as follows:

- (i) 62.5% to the treasurer of the county in which the justice court which remitted the amount is located;
 - (ii) 25% to the Court Security Account created in Section 78A-2-602; and
 - (iii) 12.5% to the Justice Court Technology, Security, and Training Account created in Section 78A-7-301.
- (5) The court shall remit money collected in accordance with Title 51, Chapter 7, State Money Management Act.

Utah Code Ann. § 78A-7-123

Dissolution of justice courts.

- (1) (a) The county or municipality shall obtain legislative approval to dissolve a justice court if the caseload from that court would fall to the district court upon dissolution.
- (b) To obtain approval of the Legislature, the governing authority of the municipality or county shall petition the Legislature to adopt a joint resolution to approve the dissolution.
- (c) The municipality or county shall provide notice to the Judicial Council.
- (d) Notice of intent to dissolve a Class I or Class II justice court to the Judicial Council shall be given not later than July 1 two years prior to the general session in which the county or municipality intends to seek legislative approval.
- (e) Notice of intent to dissolve a Class III or Class IV justice court to the Judicial Council shall be given not later than July 1 immediately prior to the general session in which the county or municipality intends to seek legislative approval.
- (2) (a) A county or municipality shall give notice of intent to dissolve a justice court to the Judicial Council if the caseload of that court would fall to the county justice court. A municipality shall also give notice to the county of its intent to dissolve a justice court.
- (b) Notice of intent to dissolve a Class I or Class II court shall be given by July 1 at least two years prior to the effective date of the dissolution.
- (c) Notice of intent to dissolve a Class III or Class IV court shall be given by July 1 at least one year prior to the effective date of the dissolution.
- (3) Upon request from a municipality or county seeking to dissolve a justice court, the Judicial Council may shorten the time required between the city's or county's notice of intent to dissolve a justice court and the effective date of the dissolution.

Utah Code Ann. § 78A-7-201.

Justice court judge eligibility – Mandatory retirement.

- (1) A justice court judge shall be:
 - (a) a citizen of the United States;
 - (b) twenty-five years of age or older;
 - (c) a resident of Utah for at least three years immediately preceding his appointment;

- (d) a resident of the county in which the court is located, or an adjacent county for at least six months immediately preceding appointment; and
- (e) a qualified voter of the county in which the judge resides.
- (2) Effective May 10, 2016, a justice court judge is not required to be admitted to practice law in the state as a qualification to hold office but:
 - (a) in counties of the first and second class, a justice court judge shall have a degree from a law school that makes one eligible to apply for admission to a bar in any state; and
 - (b) in counties of the third, fourth fifth, and sixth class, a justice court judge shall have at the minimum, a diploma of graduation from high school or its equivalent.
- (3) A justice court judge shall be a person who has demonstrated mature of judgment, integrity, and the ability to understand and apply appropriate law with impartiality.
- (4) A justice court judge shall retire upon attaining the age of 75 years.
- (5) In counties of the first and second class, if there are not at least three applicants for a justice court judge position who meet the requirements of Subsection (2)(a), the justice court nominating commission shall re-advertise the position, and may accept applications from persons who do not meet the requirements of Subsections (1)(d) and (2)(a).
- (6) (a) in accordance with Subsection 78A-7-202(3), the Administrative Office of the Courts shall provide notice to all attorneys in the county and adjacent counties when a justice court judge position is vacant.
 - (b) If the justice court nominating commission waives the requirement of Subsection (1)(d) in accordance with Subsection (5), the Administrative Office of the Courts shall provide notice to all attorneys in the state.
- (7) A justice court judge holding office on May 10, 2016, who does not meet the qualification in Subsection (2)(a) may continue in the judge's position until the judge resigns, retires, is not retained in a retention election, or is removed from office.

Utah Code Ann. § 78A-7-202.

Justice court judges to be appointed -- Procedure.

- (1) As used in this section:
 - (a) "Local government executive" means:
 - (i) for a county:
 - (A) the chair of the county commission in a county operating under the county commission or expanded county commission form of county government;
 - (B) the county executive in a county operating under the county executive-council form of county government; and
 - (C) the county manager in a county operating under the council-manager form of county government;
 - (ii) for a city or town:
 - (A) the mayor of the city or town; or

(B) the city manager, in the council-manager form of government described in Subsection 10-3b-103(7); and

(iii) for a metro township, the chair of the metro township council.

(b) "Local legislative body" means:

(i) for a county, the county commission or county council; and

(ii) for a city or town, the council of the city or town.

(2) There is created in each county a county justice court nominating commission to review applicants and make recommendations to the appointing authority for a justice court position. The commission shall be convened when a new justice court judge position is created or when a vacancy in an existing court occurs for a justice court located within the county.

(a) Membership of the justice court nominating commission shall be as follows:

(i) one member appointed by:

(A) the county commission if the county has a county commission form of government; or

(B) the county executive if the county has an executive-council form of government;

(ii) one member appointed by the municipalities in the counties as follows:

(A) if the county has only one municipality, appointment shall be made by the governing authority of that municipality; or

(B) if the county has more than one municipality, appointment shall be made by a municipal selection committee composed of the mayors of each municipality in the county and the chairs of each metro township in the county;

(iii) one member appointed by the county bar association; and

(iv) two members appointed by the governing authority of the jurisdiction where the judicial office is located.

(b) If there is no county bar association, the member in Subsection (2)(a)(iii) shall be appointed by the regional bar association. If no regional bar association exists, the state bar association shall make the appointment.

(c) Members appointed under Subsections (2)(a)(i) and (ii) may not be the appointing authority or an elected official of a county or municipality.

(d) The nominating commission shall submit at least three names to the appointing authority of the jurisdiction expected to be served by the judge. The local government executive shall appoint a judge from the list submitted and the appointment ratified by the local legislative body.

(e) The state court administrator shall provide staff to the commission. The Judicial Council shall establish rules and procedures for the conduct of the commission.

(3) Judicial vacancies shall be advertised in a newspaper of general circulation, through the Utah State Bar, and other appropriate means.

(4) Selection of candidates shall be based on compliance with the requirements for office and competence to serve as a judge.

- (5) Once selected, every prospective justice court judge shall attend an orientation seminar conducted under the direction of the Judicial Council. Upon completion of the orientation program, the Judicial Council shall certify the justice court judge as qualified to hold office.
- (6) The selection of a person to fill the office of justice court judge is effective upon certification of the judge by the Judicial Council. A justice court judge may not perform judicial duties until certified by the Judicial Council.

Utah Code Ann. § 78A-7-203

Term of office for justice court judge.

- (1) The term of a justice court judge is six years beginning the first Monday in January following the date of election.
- (2) Upon the expiration of a justice court judge's term of office, the judge shall be subject to an unopposed retention election in accordance with the procedures set forth in Section 20A-12-201:
- (a) in the county or counties in which the court to which the judge is appointed is located if the judge is a county justice court judge or a municipal justice court judge in a town or city of the fourth or fifth class; or
 - (b) in the municipality in which the court to which the judge is appointed is located if the judge is a municipal justice court judge and Subsection (2)(a) does not apply.
- (3) Before each retention election, each justice court judge shall be evaluated in accordance with the performance evaluation program established in Chapter 12, Judicial Performance Evaluation Commission Act.
- (4) A political subdivision in a county of the first or second class that has more than one justice court judge and the weighted caseload per judge is lower than 0.60 as determined by the Administrative Office of the Courts may, at the political subdivision's discretion and at the end of a judge's term of office, initiate a reduction in force and reduce, lay off, terminate, or eliminate a judge's position pursuant to the political subdivision's employment policies.
- (5) A political subdivision in a county of the first or second class may only add a new position if the Judicial Council, after considering the caseload of the court, approves creation of the position.

Utah Code Ann. § 78A-7-204.

Offices of justice court judges.

- (1) Justice court judges holding office in:
- (a) county precincts are county justice court judges; and
 - (b) cities or towns are municipal justice court judges.
- (2) The county legislative body may establish a single precinct or divide the county into multiple precincts to create county justice courts for public convenience.
- (3) (a) The governing body may create as many judicial positions as are required for the efficient administration of the justice court.

(b) If more than one judge is assigned to a court, all filings within that court shall be assigned to the judges at random unless the governing body has been authorized to create specialized judicial calendars to serve the interests of justice.

Utah Code Ann. § 78A-7-205.

Required training -- Expenses -- Failure to attend.

- (1) A justice court judge shall meet the continuing education requirements of the Judicial Council.
- (2) Successful completion of the continuing education requirement includes instruction regarding competency and understanding of constitutional provisions and laws relating to the jurisdiction of the court, rules of evidence, and rules of civil and criminal procedure as indicated by a certificate awarded by the Judicial Council.
- (3) The Judicial Council shall file a formal complaint with the Judicial Conduct Commission against each justice court judge who does not comply with this section.

Utah Code Ann. § 78A-7-206

Determination of compensation and limits - Salary survey - Limits on secondary employment – Prohibition on holding political or elected office - Penalties.

- (1) Every justice court judge shall be paid a fixed compensation determined by the governing body of the respective municipality or county.
 - (a) The governing body of the municipality or county may not set a full-time justice court judge's salary at less than 50% nor more than 90% of a district court judge's salary.
 - (b) The governing body of the municipality or county shall set a part-time justice court judge's salary as follows:
 - (i) The governing body shall first determine the full-time salary range outlined in Subsection (1)(a).
 - (ii) The caseload of a part-time judge shall be determined by the office of the state court administrator and expressed as a percentage of the caseload of a full-time judge.
 - (iii) The judge's salary shall then be determined by applying the percentage determined in Subsection (1)(b)(ii) against the salary range determined in Subsection (1)(a).
 - (c) A justice court judge shall receive an annual salary adjustment at least equal to the average salary adjustment for all county or municipal employees for the jurisdiction served by the judge.
 - (d) Notwithstanding Subsection (1)(c), a justice court judge may not receive a salary greater than 90% of the salary of a district court judge.
 - (e) A justice court judge employed by more than one entity as a justice court judge, may not receive a total salary for service as a justice court judge greater than the salary of a district court judge.
- (2) A justice court judge may not appear as an attorney in any:
 - (a) justice court;
 - (b) criminal matter in a federal, state, or local court; or

- (c) juvenile court case involving conduct which would be criminal if committed by an adult.
- (3) A justice court judge may not hold any office or employment including contracting for services in any justice agency of state government or any political subdivision of the state including law enforcement, prosecution, criminal defense, corrections, or court employment.
- (4) A justice court judge may not hold any office in any political party or organization engaged in any political activity or serve as an elected official in state government or any political subdivision of the state.
- (5) A justice court judge may not own or be employed by any business entity which regularly litigates in small claims court.
- (6) The Judicial Council shall file a formal complaint with the Judicial Conduct Commission for each violation of this section.

Utah Code Ann. § 78A-7-207

Compensation -- Annual review and adjustment.

- (1) The governing body of each municipality or county shall annually review and may adjust the compensation paid.
- (2) The salary fixed for a justice court judge may not be diminished during the term for which the judge has been appointed or elected.
- (3) A copy of the resolution, ordinance, or other document fixing the salary of the justice court judge and any adjustments to the document shall be furnished to the state court administrator by the governing body of the municipality or county.

Utah Code Ann. § 78A-7-208

Temporary justice court judge.

When necessary, the governing body may appoint any senior justice court judge, or justice court judge currently holding office within the judicial district, or in an adjacent county, to serve as a temporary justice court judge.

Utah Code Ann. § 78A-7-210

Justice court judge administrative responsibilities.

- (1) Justice court judges shall comply with and ensure that court personnel comply with applicable county or municipal rules and regulations related to personnel, budgets, and other administrative functions.
- (2) Failure by the judge to comply with applicable administrative county or municipal rules and regulations may be referred, by the county executive or municipal legislative body, to the state Justice Court Administrator.
- (3) Repeated or willful noncompliance may be referred, by the county executive or municipal legislative body, to the Judicial Conduct Commission.

Utah Code Ann. § 78A-7-212

Place of holding court.

- (1) (a) County justice court judges may hold court in any municipality within the precinct but may exercise only the jurisdiction provided by law for county justice courts.
- (b) County justice court judges may also, at the direction of the county legislative body, hold court anywhere in the county as needed but may only hear cases arising within the precinct.
- (2) A municipal justice court judge shall hold court in the municipality where the court is located and, as directed by the municipal governing body, at the county jail or municipal prison.

Utah Code Ann. § 78A-7-213

Trial facilities -- Hours of business.

- (1) A justice court judge shall conduct all official court business in a courtroom or office located in a public facility which is conducive and appropriate to the administration of justice.
- (2) (a) A county justice court may, at the direction of the county legislative body, hold justice court anywhere in the county as needed, but may only hear cases arising within its precinct.
- (b) A municipal justice court judge shall hold court in the municipality where the court is located.
- (c) Justice courts may also hold court or conduct hearings or court business in any facility or location authorized by rule of the Judicial Council.
- (3) Justice courts shall be open and judicial business shall be transacted:
 - (a) five days per week; or
 - (b) no less than four days per week for at least 11 hours per day.
- (4) The legislative body of the county, city, or town shall establish operating hours for the justice courts within the requirements of Subsection (3) and the code of judicial administration.
- (5) The hours the courts are open shall be posted conspicuously at the courts and in local public buildings.
- (6) The clerk of the court and judges of justice courts shall attend the court at regularly scheduled times.
- (7) By July 1, 2011, all justice courts shall use a common case management system and disposition reporting system as specified by the Judicial Council.

Utah Code Ann. § 78A-7-215

Monthly reports to court administrator and governing body.

- (1) Every justice court shall file monthly with the state court administrator a report of the judicial business of the judge. The report shall be on forms supplied by the state court administrator.
- (2) The report shall state the number of criminal and small claims actions filed, the dispositions entered, and other information as specified in the forms.
- (3) A copy of the report shall be furnished by the justice court to the person or office in the county, city, or town designated by the governing body to receive the report.

Utah Code Ann. § 78A-8-102

Small claims -- Defined -- Counsel not necessary -- Removal from district court -- Deferring multiple claims of one plaintiff -- Supreme Court to govern procedures.

(1) A small claims action is a civil action:

(a) for the recovery of money where:

(i) the amount claimed does not exceed \$11,000 including attorney fees but exclusive of court costs and interest; and

(ii) the defendant resides or the action of indebtedness was incurred within the jurisdiction of the court in which the action is to be maintained; or

(b) involving interpleader under Rule 22 of the Utah Rules of Civil Procedure, in which the amount claimed does not exceed \$11,000 including attorney fees but exclusive of court costs and interest.

(2) (a) A defendant in an action filed in the district court that meets the requirement of Subsection (1)(a)(i) may remove, if agreed to by the plaintiff, the action to a small claims court within the same district by:

(i) giving notice, including the small claims filing number, to the district court of removal during the time afforded for a responsive pleading; and

(ii) paying the applicable small claims filing fee.

(b) A filing fee may not be charged to a plaintiff to appeal a judgment on an action removed under Subsection (2)(a) to the district court where the action was originally filed.

(3) The judgment in a small claims action may not exceed \$11,000 including attorney fees but exclusive of court costs and interest.

(4) A counter claim may be maintained in small claims actions if the counter claim arises out of the transaction or occurrence which is the subject matter of the plaintiff's claim. A counter claim may not be raised for the first time in the trial de novo of the small claims action.

(5) A claim involving property damage from a motor vehicle accident may be maintained in a small claims action, and any removal or appeal of the small claims action, without limiting the ability of a plaintiff to make a claim for bodily injury against the same defendant in a separate legal action. In the event that property damage claim is brought as a small claims action:

(a) a liability decision in an original small claims action or appeal of the original small claims action is not binding in a separate legal action for bodily injury; and

(b) an additional property damage claim can be brought in any separate legal action for bodily injury.

(6)(a) With or without counsel, persons or corporations may litigate actions on behalf of themselves:

(i) in person; or

(ii) through authorized employees.

(b) A person or corporation may be represented in an action by an individual who is not an employee of the person or corporation and is not licensed to practice law only in accordance with the Utah rules of small claims procedure as made by the Supreme Court.

(7) If a person or corporation other than a municipality or a political subdivision of the state files multiple small claims in any one court, the clerk or judge of the court may remove all but the initial claim from the court's calendar in order to dispose of all other small claims matters. Claims so removed shall be rescheduled as permitted by the court's calendar.

(8) Small claims matters shall be managed in accordance with simplified rules of procedure and evidence made by the Supreme Court.

Utah Code Ann. § 78A-8-103.

Assignee may not file claim.

A claim may not be filed or prosecuted in small claims court by any assignee of a claim.

Utah Code Ann. § 78A-8-104.

Object of small claims -- Attachment, garnishment, and execution.

(1) The hearing in a small claims action has the sole object of dispensing speedy justice between the parties. The record of small claims proceedings shall be as provided by rule of the Judicial Council.

(2) Attachment, garnishment, and execution may issue after judgment as prescribed by law, upon the payment of the fees required for those services.

Utah Code Ann. § 78A-8-105.

Civil filing fees.

(1) Except as provided in this section, the fees for a small claims action in justice court shall be the same as provided in Section 78A-2-301.

(2) Fees collected in small claims actions filed in municipal justice court are remitted to the municipal treasurer. Fees collected in small claims actions filed in a county justice court are remitted to the county treasurer.

(3) The fee in the justice court for filing a notice of appeal for trial de novo in a court of record is \$10. The fee covers all services of the justice court on appeal but does not satisfy the trial de novo filing fee in the court of record.

Utah Code Ann. § 78A-8-106.

Appeals -- Who may take and jurisdiction.

(1) Either party may appeal the judgment in a small claims action to the district court of the county by filing a notice of appeal in the original trial court within 28 days of entry of the judgment. If the judgment in a small claims action is entered by a judge or judge pro tempore of the district court, the notice of appeal shall be filed with the district court.

(2) The appeal is a trial de novo and shall be tried in accordance with the procedures of small claims actions. A record of the trial shall be maintained. The trial de novo may not be heard by a judge pro tempore appointed under Section 78A-8-108. The decision of the trial de novo may not be appealed unless the court rules on the constitutionality of a statute or ordinance.

Utah Code Ann. § 78A-8-107

Costs.

The prevailing party in any small claims action is entitled to costs of the action and also the costs of execution upon a judgment rendered therein.

Utah Code Ann. § 78A-8-108

Evening hours -- Judges pro tempore.

- (1) The district or justice court may request that the Supreme Court appoint a member of the Utah State Bar in good standing, with the member's consent, as judge pro tempore to hear and determine small claims at times, including evening sessions, to be set by the court.
- (2) After being duly sworn, judges pro tempore shall:
 - (a) serve voluntarily and without compensation at the request of the court; and
 - (b) be extended the same immunities, and have the same powers with respect to matters within the jurisdiction of the small claims court as exercised by a regular judge.

Utah Code Ann. § 78A-8-109

Report to Judiciary Interim Committee.

The Judicial Council shall present to the Judiciary Interim Committee, if requested by the committee, a report and recommendation concerning the maximum amount of small claims actions.

Utah Code Ann. § 78B-1-103

Jurors selected from random cross section -- Opportunity and obligation to serve.

- (1) It is the policy of this state that:
 - (a) persons selected for jury service be selected at random from a fair cross section of the population of the county,
 - (b) all qualified citizens have the opportunity in accordance with this chapter to be considered for service; and
 - (c) all qualified citizens are qualified to serve when summoned, unless excused.
- (2) A qualified citizen may not be excluded from jury service on account of race, color, religion, sex, national origin, age, occupation, disability or economic status.

Utah Code Ann. § 78B-1-104

Jury composition.

- (1) A trial jury consists of:
 - (a) 12 persons in a capital case;
 - (b) eight persons in a noncapital first degree felony aggravated murder or other criminal case which carries a term of incarceration of more than one year as a possible sentence for the most serious offense charged;

- (c) six persons in a criminal case which carries a term of incarceration of more than six months but not more than one year as a possible sentence for the most serious offense charged;
 - (d) four persons in a criminal case which carries a term of incarceration of six months or less as a possible sentence for the most serious offense charged; and
 - (e) eight persons in a civil case at law except that the jury shall be four persons in a civil case for damages of less than \$20,000, exclusive of costs, interest, and attorney fees.
- (2) Except in the trial of a capital felony, the parties may stipulate upon the record to a jury of a lesser number than established by this section.
- (3) (a) The verdict in a criminal case shall be unanimous.
- (b) The verdict in a civil case shall be by not less than three-fourths of the jurors.
- (4) There is no jury in the trial of small claims cases.
- (5) There is no jury in the adjudication of a minor charged with what would constitute a crime if committed by an adult.

Utah Code Ann. § 78B-1-105

Jurors -- Competency to serve -- Persons not competent to serve as jurors -- Court to determine disqualification.

- (1) A person is competent to serve as a juror if the person is:
- (a) a citizen of the United States;
 - (b) 18 years of age or older;
 - (c) a resident of the county; and
 - (d) able to read, speak, and understand the English language.
- (2) A person who has been convicted of a felony which has not been expunged is not competent to serve as a juror.
- (3) The court, on its own initiative or when requested by a prospective juror, shall determine whether the prospective juror is disqualified from jury service. The court shall base its decision on:
- (a) information provided on the juror qualification form;
 - (b) an interview with the prospective juror; or
 - (c) other competent evidence.
- (4) The clerk shall enter the court's determination in the records of the court.

Utah Code Ann. § 78B-1-106

Master jury list -- Inclusive -- Review -- Renewal -- Public examination.

- (1) The Judicial Council shall designate one or more regularly maintained lists of persons residing in each county as the source lists for the master jury list. The master jury list shall be as inclusive of the adult population of the county as is reasonably practicable.
- (2) The Judicial Council shall by rule provide for the biannual review of the master jury list to evaluate the master jury list's inclusiveness of the adult population.

(3) Not less than once every six months the Administrative Office of the Courts shall renew the master jury list by incorporating any additions, deletions, or amendments to the source lists. The Administrative Office of the Courts shall include any additional source lists designated by the Judicial Council upon the next renewal of the master jury list.

(4) The person having custody, possession, or control of any list used in compiling the master jury list shall make the list available to the Administrative Office of the Courts at all reasonable times without charge.

Utah Code Ann. § 78B-1-107

Master prospective jury list -- Juror qualification form -- Content.

(1) When a jury trial is anticipated, the jury clerk shall obtain from the master jury list the number of prospective jurors necessary to qualify jurors to empanel a jury in that case.

(2) Prospective jurors shall be randomly selected from the county in which the trial will be held. A prospective juror shall remain on the qualified jury list until there is no longer a need to empanel a jury in that case.

(3) The Judicial Council shall by rule govern the process for the qualification of jurors and the selection of qualified jurors for voir dire.

(4) The process shall gather the following from a prospective juror:

(a) confirmation of the prospective juror's name, address, email address, and daytime telephone number;

(b) information on whether the prospective juror is competent under statute to serve as a juror; and

(c) the prospective juror's declaration that the responses to requests for information are true to the best of the person's knowledge.

Utah Code Ann. § 78B-1-108

Qualified prospective jurors not exempt from jury service.

No qualified prospective juror is exempt from jury service.

Utah Code Ann. § 78B-1-109

Excuse from jury service -- Postponement.

(1) A court may excuse an individual from jury service:

(a) upon a showing:

(i) of undue hardship;

(ii) of public necessity;

(iii) that the individual is a mother who is breastfeeding a child; or

(iii) that the person is incapable of jury service; and

(b) for any period for which the grounds described in Subsection (1)(a) exist.

- (2) An individual described in Subsection (1) shall make the showing described in Subsection (1)(a) shown by affidavit, sworn testimony, or other competent evidence.
(3) The court may postpone jury service upon a showing of good cause.

Utah Code Ann. § 78B-1-110

Limitations on jury service.

- (1) In any two-year period, a person may not:
(a) be required to serve on more than one grand jury;
(b) be required to serve as both a grand and trial juror;
(c) be required to attend court as a trial juror more than one court day, except if necessary to complete service in a particular case; or
(d) if summoned for jury service and the summons is complied with as directed, be selected for the prospective jury list more than once.
(2) (a) Subsection (1)(d) does not apply to counties of the fourth, fifth, and sixth class and counties of the third class with populations up to 75,000.
(b) (i) All population figures used for this section shall be derived from the most recent official census or census estimate of the United States Bureau of the Census.
(ii) If population estimates are not available from the United States Bureau of the Census, population figures shall be derived from the estimate of the Utah Population Committee.

Utah Code Ann. § 78B-1-111

Food allowance for jurors -- Sequestration costs.

- (1) Jurors may be provided with a reasonable food allowance under the rules of the Judicial Council.
(2) When a jury has been placed in sequestration by order of the court, the necessary expenses for food and lodging shall be provided in accordance with the rules of the Judicial Council.

Utah Code Ann. § 78B-1-112

Jurors -- Preservation of records.

All records and papers compiled in connection with the selection and service of jurors shall be preserved by the clerk for four years, or for any longer period ordered by the court.

Utah Code Ann. § 78B-1-113

Jury not selected in conformity with chapter -- Procedure to challenge -- Relief available -- Exclusive remedy.

- (1) Within seven days after the moving party discovered, or by the exercise of diligence could have discovered the grounds therefore, and in any event before the trial jury is sworn to try the case, a party may move to stay the proceedings or to quash an indictment, or for other appropriate relief, on the ground of substantial failure to comply with this act in selecting a grand or trial jury.

(2) Upon motion filed under this section containing a sworn statement of acts which if true would constitute a substantial failure to comply with this act, the moving party may present testimony of the county clerk, the clerk of the court, any relevant records and papers not public or otherwise available used by the jury commission or the clerk, and any other relevant evidence. If the court determines that in selecting either a grand or a trial jury there has been a substantial failure to comply with this act and it appears that actual and substantial injustice and prejudice has resulted or will result to a party in consequence of the failure, the court shall stay the proceedings pending the selection of the jury in conformity with this act, quash an indictment, or grant other appropriate relief.

(3) The procedures prescribed by this section are the exclusive means by which a person accused of a crime, the state, or a party in a civil case may challenge a jury on the ground that the jury was not selected in conformity with this act.

Utah Code Ann. § 78B-1-114

Jury fee assessments -- Payment.

(1) The court has discretionary authority in any civil or criminal action or proceeding triable by jury to assess the entire cost of one day's juror fees against either the plaintiff or defendant or their counsel, or to divide the cost and assess them against both plaintiff and defendant or their counsel, or additional parties plaintiff or defendant, if:

(a) a jury demand has been made and is later withdrawn within the 48 hours preceding the commencement of the trial; or

(b) the case is settled or continued within 48 hours of trial without just cause for not having settled or continued the case prior to the 48-hour period.

(2) The party assessed shall make payment to the clerk of the court within a prescribed period. Payment shall be enforced by contempt proceedings.

(3) The court clerk shall transfer the assessment to the state treasury, or the auditor of the city or county incurring the juror expenses.

Utah Code Ann. § 78B-1-115

Jurors -- Penalties.

(1) A person who fails to respond timely to questions regarding qualification for jury service shall be in contempt of court and subject to penalties under Title 78B, Chapter 6, Part 3, Contempt.

(2) A person summoned for jury service who fails to appear or to complete jury service as directed shall be in contempt of court and subject to penalties under Title 78B, Chapter 6, Part 3, Contempt.

(3) Any person who willfully misrepresents a material fact regarding qualification for, excuse from, or postponement of jury service is guilty of an infraction.

Utah Code Ann. § 78B-1-116

Jurors -- Employer not to discharge or threaten employee for jury service -- Criminal penalty -- Civil action by employee.

- (1) An employer may not deprive an employee of employment, threaten or take any adverse employment action, or otherwise coerce the employee regarding employment because the employee receives a summons, responds to it, serves as a juror, or a grand juror, or attends court for prospective jury or grand jury service.
- (2) An employee may not be required or requested to use annual, vacation, or sick leave for time spent responding to a summons for jury duty, time spent participating in the jury selection process, or for time spent actually serving on a jury. Nothing in this provision shall be construed to require an employer to provide annual, vacation, or sick leave to employees under the provisions of this statute who otherwise are not entitled to those benefits under company policies.
- (3) Any employer who violates this section is guilty of criminal contempt and upon conviction may be fined not more than \$500 or imprisoned not more than six months, or both.
- (4) If any employer discharges an employee in violation of this section, the employee within 30 days may bring a civil action for recovery of wages lost as a result of the violation and for an order requiring the reinstatement of the employee. Damages recoverable may not exceed lost wages for six weeks. If the employee prevails, the employee shall be allowed reasonable attorney fees fixed by the court.

Utah Code Ann. § 78B-1-117(3)

Jurors and Witnesses -- State payment for jurors and subpoenaed persons -- Appropriations and costs -- Expenses in justice court.

- (3) In the justice courts, the fees, mileage, and other expenses authorized by law for jurors, prosecution witnesses, witnesses subpoenaed by indigent defendants, and interpreter costs shall be paid by the municipality if the action is prosecuted by the city attorney

Utah Code Ann. § 78B-1-119

Jurors and Witnesses -- Fees and mileage.

- (1) Every juror and witness legally required or in good faith requested to attend a trial court of record or not of record or a grand jury is entitled to:
 - (a) \$18.50 for the first day of attendance and \$49 per day for each subsequent day of attendance; and
 - (b) if traveling more than 50 miles, \$1 for each four miles in excess of 50 miles actually and necessarily traveled in going only, regardless of county lines.
- (2) Persons in the custody of a penal institution upon conviction of a criminal offense are not entitled to a witness fee.
- (3) A witness attending from outside the state in a civil case is allowed mileage at the rate of 25 cents per mile and is taxed for the distance actually and necessarily traveled inside the state in going only.

(4) If the witness is attending from outside the state in a criminal case, the state shall reimburse the witness under Section 77-21-3.

(5) A prosecution witness or a witness subpoenaed by an indigent defendant attending from outside the county but within the state may receive reimbursement for necessary lodging and meal expenses under rule of the Judicial Council.

(6) A witness subpoenaed to testify in court proceedings in a civil action shall receive reimbursement for necessary and reasonable parking expenses from the attorney issuing the subpoena under rule of the Judicial Council or Supreme Court.

Utah Code Ann. § 78B-1-120

Jurors and witnesses -- Fees in criminal cases -- Daily report of attendance.

Every witness in a criminal case subpoenaed for the state, or for a defendant by order of the court at the expense of the state, and every juror, whether grand or trial, shall, unless temporarily excused, in person report daily to the clerk. No per diem shall be allowed for any day upon which attendance is not so reported.

Utah Code Ann. § 78B-1-122

Jurors and witnesses -- Justice court judge -- Certificate of attendance -- Records and reporting.

Every justice court judge shall follow the established disbursement process for juror and witness fees within the town, city, or county, or use the following procedure:

(1) A justice court judge shall provide to each person who has served as a juror or as a witness in a criminal case when summoned for the prosecution by the county or city attorney, or for the defense by order of the court, a numbered certificate that contains:

- (a) the name of the juror or witness;
- (b) the title of the proceeding;
- (c) the number of days in attendance;
- (d) the number of miles traveled if the witness has traveled more than 50 miles in going only; and
- (e) the amount due.

(2) The certificate shall be presented to the county or city attorney. When certified as being correct, it shall be presented to the county or city auditor and when allowed by the county executive or town council, the auditor shall draw a warrant for it on the treasurer.

(3) Every justice court judge shall keep a record of all certificates issued. The record shall show all of the facts stated in each certificate. On the first Monday of each month a detailed statement of all certificates issued shall be filed with the treasurer.

Utah Code Ann. § 78B-1-125

Jurors and witnesses -- Certifying excessive fees a felony.

Any clerk or judge of any court, county attorney, district attorney, or other officer who certifies false information as a fact, whereby any witness or juror shall be allowed a greater sum than otherwise entitled to under the provisions of this title, is guilty of a felony.

Utah Code Ann. § 78B-1-127

Witnesses -- Competency.

Every person is competent to be a witness except as otherwise provided in the Utah Rules of Evidence.

Utah Code Ann. § 78B-1-128

Who may be witnesses -- Jury to judge credibility.

- (1) All persons, without exception, otherwise than as specified in this part, who, having organs of sense, can perceive, and, perceiving, can make known their perceptions to others, may be witnesses.
- (2) Neither parties nor other persons who have an interest in the event of an action or proceeding are excluded; nor those who have been convicted of crime; nor persons on account of their opinions on matters of religious belief.
- (3) The credibility of a witness may be questioned by:
 - (a) the manner in which the witness testifies;
 - (b) the character of the witness testimony;
 - (c) evidence affecting the witness' character for truth, honesty, or integrity;
 - (d) the witness' motives; or
 - (e) contradictory evidence.
- (4) The jury is the exclusive judge of credibility.

Utah Code Ann. § 78B-1-129

Witnesses -- Subpoena defined.

The process by which the attendance of a witness is required is a subpoena. It is a writ or order directed to a person and requiring the person's attendance at a particular time and place to testify as a witness. The person may also be required to bring any books, documents, or other things under the person's control which is required to be produced in evidence.

Utah Code Ann. § 78B-1-130

Witnesses -- Duty when served with subpoena.

A witness served with a subpoena shall:

- (1) attend at the time appointed with any papers required by the subpoena;
- (2) answer all pertinent and legal questions; and
- (3) unless sooner discharged, remain until the testimony is closed.

Utah Code Ann. § 78B-1-131

Witnesses -- Liability to forfeiture and damages.

A witness who disobeys a subpoena shall, in addition to any penalty imposed for contempt, be liable to the party aggrieved in the sum of \$100, and all damages sustained by the failure of the witness to attend. Forfeiture and damages may be recovered in a civil action.

Utah Code Ann. § 78B-1-133

Witnesses -- Judge or juror may be witness -- Procedure.

The judge or any juror may be called as a witness by either party. It is in the discretion of the court to order the trial to be postponed, suspended, or take place before another judge or jury.

Utah Code Ann. § 78B-1-134

Witnesses -- Duty to Answer Questions -- Privilege.

- (1) A witness shall answer all questions legal and pertinent to the matter in issue, although an answer may establish a claim against the witness.
- (2) A witness need not give an answer which will subject him to punishment for a felony.
- (3) A witness need not give an answer which will degrade his character, unless it is to the very fact in issue or to a fact from which the fact in issue would be presumed.
- (4) A witness must answer as to the fact of any previous conviction of a felony.

Utah Code Ann. § 78B-1-135

Witnesses -- Proceedings in aid of or supplemental to attachment, garnishment, or execution.

- (1) Notwithstanding the provisions of Section 78B-1-134, a party or a witness examined in proceedings in aid of or supplemental to attachment, garnishment, or execution is not excused from answering a question on the ground that:
 - (a) the answer will tend to convict the party or witness of the commission of a fraud;
 - (b) the answer will prove the party or witness has been a party or privy to, or has knowledge of, a conveyance, assignment, transfer or other disposition of property conveyed for any purpose;
 - (c) the party, witness, or any other person claims to be entitled, as against the judgment creditor or a receiver appointed or to be appointed in the proceedings, to hold property derived from or through the judgment debtor or to be discharged from the payment of a debt which was due to the judgment debtor or to a person in the debtor's behalf.
- (2) An answer cannot be used as evidence against the person so answering in a criminal action or proceeding, except in an action for perjury against the person for falsely testifying.

Utah Code Ann. § 78B-1-136

Witnesses -- Rights.

It is the right of a witness to be protected from irrelevant, improper or insulting questions, and from harsh or insulting demeanor, to be detained only so long as the interests of justice require it, and to be examined only as to matters legal and pertinent to the issue.

Utah Code Ann. § 78B-1-137

Witnesses – Privileged communications.

There are particular relations in which it is the policy of the law to encourage confidence and to preserve it inviolate. Therefore, a person cannot be examined as a witness in the following cases:

(1) (a) Neither a wife nor a husband may either during the marriage or afterwards be, without the consent of the other, examined as to any communication made by one to the other during the marriage.

(b) This exception does not apply:

(i) to a civil action or proceeding by one spouse against the other;

(ii) to a criminal action or proceeding for a crime committed by one spouse against the other;

(iii) to the crime of deserting or neglecting to support a spouse or child;

(iv) to any civil or criminal proceeding for abuse or neglect committed against the child of either spouse; or

(v) if otherwise specifically provided by law.

(2) An attorney cannot, without the consent of the client, be examined as to any communication made by the client to the attorney or any advice given regarding the communication in the course of the professional employment. An attorney's secretary, stenographer, or clerk cannot be examined, without the consent of the attorney, concerning any fact, the knowledge of which has been acquired as an employee.

(3) A member of the clergy or priest cannot, without the consent of the person making the confession, be examined as to any confession made to either of them in their professional character in the course of discipline enjoined by the church to which they belong.

(4) A physician, surgeon, or physician assistant cannot, without the consent of the patient, be examined in a civil action as to any information acquired in attending the patient which was necessary to enable the physician, surgeon, or physician assistant to prescribe or act for the patient. However, this privilege shall be waived by the patient in an action in which the patient places the patient's medical condition at issue as an element or factor of the claim or defense. Under those circumstances, a physician, surgeon, or physician assistant who has prescribed for or treated that patient for the medical condition at issue may provide information, interviews, reports, records, statements, memoranda, or other data relating to the patient's medical condition and treatment which are placed at issue.

(5) A public officer cannot be examined as to communications made in official confidence when the public interests would suffer by the disclosure.

(6) (a) A sexual assault counselor as defined in Section 77-38-203 cannot, without the consent of the victim, be examined in a civil or criminal proceeding as to a confidential communication as defined in Section 77-38-203 made by the victim.

(b) A victim advocate as defined in Section 77-3-403 may not, without the written consent of the victim, or the victim's guardian or conservator if the guardian or conservator is not the accused, be examined in a civil or criminal proceeding as to a confidential communication, as defined in Section 77-38-403, unless the victim advocate is a criminal justice system victim advocate, as

defined in Section 77-38-403 and is examined in camera by a court to determine whether the confidential communication is privileged.

Utah Code Ann. § 78B-1-138

Witnesses -- Exempt from arrest in civil action.

Every person who has been in good faith served with a subpoena to attend as a witness before a court, judge, commissioner, referee or other person, in a case where the disobedience of the witness may be punished as a contempt, is exempt from arrest in a civil action while going to the place of attendance, necessarily remaining there and returning therefrom.

Utah Code Ann. § 78B-1-139

Witnesses – Unlawful arrest – Void – Damages recoverable.

The arrest of a witness contrary to Section 78B-1-138 is void, and when willfully made is a contempt of the court. The person making the arrest is responsible to the witness arrested for double the amount of the damages which may be assessed against the witness, and is also liable to an action at the suit of the party serving the witness with the subpoena for the damages sustained by the party in consequence of the arrest.

Utah Code Ann. § 78B-1-140

Liability of officer making arrest.

(1) An officer is not liable for making the arrest in ignorance of the facts creating the exemption, but is liable for any subsequent detention of the witness, if the witness claims the exemption and makes an affidavit stating:

- (a) he has been served with a subpoena to attend as a witness before a court, officer or other person, specifying the same, the place of attendance and the action or proceeding in which the subpoena was issued;
- (b) he has not been served by his own procurement, with the intention of avoiding an arrest; and
- (c) he is at the time going to the place of attendance, returning therefrom, or remaining there in obedience to the subpoena.

(2) The affidavit may be taken by the officer, and exonerates him from liability for discharging the witness when arrested.

Utah Code Ann. § 78B-1-141

Witnesses – Discharge when unlawfully arrested.

The court or officer issuing the subpoena, and the court or officer before whom the attendance is required, may discharge the witness from an arrest made in violation of Section 78B-1-138. If the court has adjourned before the arrest or before application for the discharge, a judge of the court may grant the discharge.

Utah Code Ann. § 78B-1-142

Witnesses -- Oaths -- Who may administer.

Every court, every judge, clerk and deputy clerk of any court, every justice, every notary public, and every officer or person authorized to take testimony in any action or proceeding, or to decide upon evidence, has the power to administer oaths or affirmations.

Utah Code Ann. § 78B-1-143

Witnesses -- Form of oath.

- (1) An oath or affirmation in an action or proceeding may be administered in the following form: You do solemnly swear (or affirm) that the evidence you shall give in this issue (or matter) pending between ____ and ____ shall be the truth, the whole truth and nothing but the truth, so help you God (or, under the pains and penalties of perjury).
- (2) The person swearing or affirming shall express assent when addressed.

Utah Code Ann. § 78B-1-144

Witnesses -- Affirmation or declaration instead of oath allowed.

Any person may, instead of taking an oath, opt to make a solemn affirmation or declaration, by assenting, when addressed in the following form:

"You do solemnly affirm (or declare) that" etc., as in Section 78B-1-143.

Utah Code Ann. § 78B-1-145

Witnesses -- Variance in form of swearing to suit beliefs.

- (1) Whenever the court before which a person is offered as a witness is satisfied that the person has a peculiar mode of swearing, connected with or in addition to the usual form, which in the person's opinion is more solemn or obligatory, the court may in its discretion adopt that mode.
- (2) A person who believes in a religion other than the Christian religion may be sworn according to the particular ceremonies of the person's religion, if there are any.

Utah Code Ann. § 78B-1-146

Witnesses -- Interpreters -- Subpoena -- Contempt -- Costs.

- (1) When a witness does not understand and speak the English language, an interpreter shall be sworn in to interpret. Any person may be subpoenaed by any court or judge to appear before the court or judge to act as an interpreter in any action or proceeding. Any person so subpoenaed who fails to attend at the time and place named is guilty of a contempt.
- (2) The Judicial Council may establish a fee for the issuance and renewal of a license of a certified court interpreter. Any fee established under this section shall be deposited as a dedicated credit to the Judicial Council.
- (3) If the court appoints an interpreter, the court may assess all or part of the fees and costs of the interpreter against the person for whom the service is provided. The court may not assess interpreter fees or costs against a person found to be impecunious.

Utah Code Ann. § 78B-1-147

Witnesses – Fees in civil cases – How paid – Taxed as costs.

(1) The fees and compensation of witnesses in all civil causes shall be paid by the party who causes the witnesses to attend. A person is not obliged to attend court in a civil cause when subpoenaed unless the person's:

- (a) fees for one day's attendance are tendered or paid on demand; or
- (b) fees for attendance for each day are tendered or paid on demand.

(2) The fees of witnesses paid in civil causes may be taxed as costs against the losing party.

Utah Code Ann. § 78B-1-148

Witnesses -- Only one fee per day allowed.

No witness shall receive fees in more than one criminal cause on the same day.

Utah Code Ann. § 78B-1-149

Witnesses -- Officials subpoenaed not entitled to fee or per diem -- Exception.

No officer of the United States, or the state, or of any county, incorporated city or town within the state, may receive any witness fee or per diem when testifying in a criminal proceeding unless the officer is required to testify at a time other than during normal working hours.

Utah Code Ann. § 78B-1-150

Witnesses -- When criminal defense witness may be called at expense of state.

A witness for a defendant in a criminal cause may not be subpoenaed at the expense of the state, county, or city, except upon order of the court. The order shall be made only upon affidavit of the defendant, showing:

- (1) the defendant is impecunious and unable to pay the per diems of the witness;
- (2) the evidence of the witness is material for defendant's defense as advised by counsel, if counsel is in place; and
- (3) the defendant cannot safely proceed to trial without the witness.

Utah Code Ann. § 78B-1-201

Definitions.

As used in this part:

- (1) "Appointing authority" means the presiding officer or similar official of any court, board, commission, authority, department, agency, legislative body, or of any proceeding of any nature where a qualified interpreter is required under this part.
- (2) "Deaf or hard of hearing person" and "deaf or hard of hearing parent" means a deaf or hard of hearing person who, because of sensory or environmental conditions, requires the assistance of a qualified interpreter or other special assistance for communicative purposes.
- (3) "Necessary steps" or "necessary services" include provisions of qualified interpreters, lip reading, pen and paper, typewriters, closed-circuit television with closed-caption translations,

computers with print-out capability, and telecommunications devices for the deaf or similar devices.

(4) "Qualified interpreter" means a sign language or oral interpreter as provided in Sections 78B-1-203 and 78B-1-206 of this part.

Utah Code Ann. § 78B-1-202

Proceedings at which interpreter is to be provided for deaf or hard of hearing.

(1) If a deaf or hard of hearing person is a party or witness at any stage of any judicial or quasi-judicial proceeding in this state or in its political subdivisions, including civil and criminal court proceedings, grand jury proceedings, proceedings before a magistrate, juvenile proceedings, adoption proceedings, mental health commitment proceedings, and any proceeding in which a deaf or hard of hearing person may be subjected to confinement or criminal sanction, the appointing authority shall appoint and pay for a qualified interpreter to interpret the proceedings to the deaf or hard of hearing person and to interpret the deaf or hard of hearing person's testimony. If the deaf or hard of hearing person does not understand sign language, the appointing authority shall take necessary steps to ensure that the deaf or hard of hearing person may effectively and accurately communicate in the proceeding.

(2) If a juvenile whose parent or parents are deaf or hard of hearing is brought before a court for any reason whatsoever, the court shall appoint and pay for a qualified interpreter to interpret the proceedings to the deaf or hard of hearing parent and to interpret the deaf or hard of hearing parent's testimony. If the deaf or hard of hearing parent or parents do not understand sign language, the appointing authority shall take any reasonable, necessary steps to ensure that the deaf or hard of hearing person may effectively and accurately communicate in the proceeding.

(3) In any hearing, proceeding, or other program or activity of any department, board, licensing authority, commission, or administrative agency of the state or of its political subdivisions, the appointing authority shall appoint and pay for a qualified interpreter for the deaf or hard of hearing participants if the interpreter is not otherwise compensated for those services. If the deaf or hard of hearing participants do not understand sign language, the appointing authority shall take any reasonable, necessary steps to ensure that deaf or hard of hearing persons may effectively and accurately communicate in the proceeding.

(4) If a deaf or hard of hearing person is a witness before any legislative committee or subcommittee, or legislative research or interim committee or subcommittee or commission authorized by the state Legislature or by the legislative body of any political subdivision of the state, the appointing authority shall appoint and pay for a qualified interpreter to interpret the proceedings to the deaf or hard of hearing person and to interpret the deaf or hard of hearing person's testimony. If the deaf or hard of hearing witness does not understand sign language, the appointing authority shall take any reasonable, necessary steps to ensure that deaf or hard of hearing witness may effectively and accurately communicate in the proceeding.

(5) If it is the policy and practice of a court of this state or of its political subdivisions to appoint counsel for indigent people, the appointing authority shall appoint and pay for a qualified

interpreter or other necessary services for deaf or hard of hearing, indigent people to assist in communication with counsel in all phases of the preparation and presentation of the case.

(6) If a deaf or hard of hearing person is involved in administrative, legislative, or judicial proceedings, the appointing authority shall recognize that family relationship between the particular deaf or hard of hearing person and an interpreter may constitute a possible conflict of interest and select a qualified interpreter who will be impartial in the proceedings.

Utah Code Ann. § 78B-1-203

Effectiveness of interpreter determined.

(1) Before appointing an interpreter, the appointing authority shall make a preliminary determination, on the basis of the proficiency level established by the Utah State Office of Rehabilitation and on the basis of the deaf or hard of hearing person's testimony, that the interpreter is able to accurately communicate with and translate information to and from the hearing-impaired person involved.

(2) If the interpreter is not able to provide effective communication with the deaf or hard of hearing person, the appointing authority shall appoint another qualified interpreter.

Utah Code Ann. § 78B-1-204

Appointment of more qualified interpreter.

If a qualified interpreter is unable to render a satisfactory interpretation, the appointing authority shall appoint a more qualified interpreter.

Utah Code Ann. § 78B-1-205

Readiness of interpreter prerequisite to commencement of proceeding.

If an interpreter is required to be appointed under this part, the appointing authority may not commence proceedings until the appointed interpreter is in full view of and spatially situated to assure effective communication with the deaf or hard of hearing participants.

Utah Code Ann. § 78B-1-206

List of qualified interpreters -- Use -- Appointment of another.

(1) The Utah State Office of Rehabilitation created in Section 35A-1-202 shall establish, maintain, update, and distribute a list of qualified interpreters.

(2) (a) When an interpreter is required under this part, the appointing authority shall use one of the interpreters on the list provided by the Utah State Office of Rehabilitation.

(b) If none of the listed interpreters are available or are able to provide effective interpreting with the particular deaf or hard of hearing person, then the appointing authority shall appoint another qualified interpreter who is able to accurately and simultaneously communicate with and translate information to and from the particular deaf or hard of hearing person involved.

Utah Code Ann. § 78B-1-207

Oath of interpreter.

Before he or she begins to interpret, every interpreter appointed under this part shall take an oath that he or she will make a true interpretation in an understandable manner to the best of his or her skills and judgment.

Utah Code Ann. § 78B-1-208

Compensation of interpreter.

- (1) An interpreter appointed under this part is entitled to a reasonable fee for his or her services, including waiting time and reimbursement for necessary travel and subsistence expenses.
- (2) The fee shall be based on a fee schedule for interpreters recommended by the State Office of Rehabilitation created in Section 35A-1-202 or on prevailing market rates.
- (3) Reimbursement for necessary travel and subsistence expenses shall be at rates provided by law for state employees generally.
- (4) Compensation for interpreter services shall be paid by the appointing authority if the interpreter is not otherwise compensated for those services.

Utah Code Ann. § 78B-1-209

Waiver of right to interpreter.

The right of a deaf or hard of hearing person to an interpreter may not be waived, except by a deaf or hard of hearing person who requests a waiver in writing. The waiver is subject to the approval of counsel to the deaf or hard of hearing person, if existent, and is subject to the approval of the appointing authority. In no event may the failure of the deaf or hard of hearing person to request an interpreter be considered a waiver of that right.

Utah Code Ann. § 78B-1-210

Privileged communications.

If a deaf or hard of hearing person communicates through an interpreter to any person under such circumstances that the communication would be privileged and the person could not be compelled to testify as to the communications, this privilege shall apply to the interpreter as well.

Utah Code Ann. § 78B-1-211

Video recording of testimony of deaf or hard of hearing person.

The appointing authority, on his or her own motion or on the motion of a party to the proceedings, may order that the testimony of the deaf or hard of hearing person and its interpretation be electronically recorded by a video recording device for use in verification of the official transcript of the proceedings.

In addition to the statutory requirements cited above, which cannot be waived, the Judicial Council has adopted Rules of Judicial Administration governing the operation of justice courts.

Mayor Kirk F. Hunsaker
City of Santaquin
October 16, 2019
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Rule 9-102, Rule 9-103, Rule 9-104, Rule 9-105, Rule 9-106, Rule 9-107, Rule 9-301, and Appendix B, Justice Court Standards For Recertification, are some, but not all of the rules that affect the operation of the Justice Courts and are attached hereto as Exhibit A and incorporated herein by reference.

Based on our review of the aforementioned documents and relevant statutes, we are of the opinion that the continued operation of the Santaquin Justice Court is feasible and is beneficial to the City of Santaquin and its residents. However, this opinion does not address whether, or to what extent, the financial costs associated with the operation of the Santaquin Justice Court are covered by fines, costs or fees received by the Court. We have regularly suggested that the Santaquin City Council include a financial analysis as one factor for its consideration in determining the feasibility of the continued operation of the Santaquin Justice Court.

This opinion is strictly limited to those specific items mentioned here and above, and no opinion is expressed as to any other matter or matters irrespective of how closely they may be related to any matter mentioned herein. This opinion is solely for the use of the City of Santaquin with regard to the recertification of the Santaquin Justice Court and not with regard to any other matter or transaction, and the opinions expressed herein are only valid as of the date of this opinion.

The effective date of this opinion is October 16, 2019.

Very truly yours,

NIELSEN & SENIOR



Brett B. Rich

Mayor Kirk Hunsaker
Santaquin City
October 8, 2019
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EXHIBIT A

Rule 9-102. Caseload report requirements.

Intent:

To establish the caseload reporting requirements for Justice Courts.

Applicability:

This rule shall apply to all Justice Courts.

Statement of the Rule:

- (1) Every Justice Court judge shall direct the clerk to prepare a Monthly Report of Court Caseload or complete the form personally if there is no court clerk.
- (2) This report shall be submitted by the tenth day of the month following the report period.
- (3) A separate form shall be prepared for each court in which a judge sits.
- (4) If the court has had no cases to report during the preceding month, a form shall be submitted to document that no cases were filed or disposed of during the month.

Rule 9-103. Certification of educational requirements.

Intent:

To establish the process for measuring compliance with the certification requirements of Utah statutes.

Applicability:

This rule shall apply to all Justice Court judges.

Statement of the Rule:

(1) Notification shall be sent to each Justice Court judge of the date and place of the annual Justice Court Conference.

(2) Each Justice Court judge shall enter his or her name on a roll to be kept at the annual Justice Court Conference.

(3) No later than February 1, the Justice Court Administrator shall report to the Judicial Conduct Commission the names of Justice Court judges who have failed during the previous calendar year:

(3)(A) to attend or be excused from a mandatory conference; or

(3)(B) to obtain 30 hours of judicial education.

Rule 9-104. Salary recommendations.

Intent:

To establish the process for determining recommended salary levels for Justice Court judges.

Applicability:

This rule shall apply to the Board of Justice Court Judges and the Administrative Office of the Courts.

Statement of the Rule:

(1) The Personnel Manager for the courts shall develop a salary plan for Justice Court judges. A weighted caseload formula, which has been reviewed and approved by the Board, shall serve as a basis for determining relative pay ranges.

(2) A revision of the recommended salary scale shall be done whenever the compensation of district court judges has been increased by the legislature. The scale shall then be sent to the local governmental unit responsible for setting the salary of the judge.

(3) Upon request of a Justice Court judge, a reevaluation of the salary recommendation may be made, based upon a change in his or her workload. No recommendation shall be made, however, which reduces the judge's salary during a term of office.

Rule 9-105. Justice Court hours.**Intent:**

To establish minimum court hours for Justice Courts.

Applicability:

This rule shall apply to all Justice Courts.

Statement of the Rule:

(1) Every Justice Court shall establish a regular schedule of court hours to be posted in a conspicuous location at the court site.

(2) Justice Courts shall be open and available to transact judicial business every business day, Monday through Friday, excluding holidays as defined in Utah Code section 63G-1-301, and unless specifically waived by the Judicial Council. During the scheduled hours of court operation the Justice Court judge or clerk shall be physically present or immediately available remotely.

(3) Justice Courts shall provide, at a minimum, the following hours of operation:

| Number of Average Monthly Filings | Hours Per Day |
|-----------------------------------|---------------|
| 0-60 | 1 |
| 61-150 | 2 |
| 151-200 | 3 |
| 201-300 | 4 |
| 301-400 | 5 |
| 401-500 | 6 |
| 501 or more | 8 |

(4) The Justice Court judge may schedule the court hours to meet the needs of the litigants and the availability of bailiff and clerk services.

(5) Court hours shall be set at least quarterly and the Justice Court judge shall annually send notice to the Administrative Office of the Courts of the hours which have been set for court operation.

Effective May 1, 2016

Rule 9-106. New judge certification procedure.

Intent:

To establish the orientation and testing procedure to be followed in determining certification of proposed justice court judges.

Applicability:

This rule shall apply to all newly appointed justice court judges who are not already certified judges in other justice courts in Utah. This rule shall not apply to active senior justice court judges.

Statement of the Rule:

- (1) The Council shall schedule three orientations each year. Upon receipt of written notification of the name of a proposed judge, both the proposed judge and the appointing authority shall be notified in writing of the date of the next orientation, and such notification shall include a copy of this rule.
- (2) At least 10 days prior to the orientation, the proposed judge shall be sent a copy of the current Manual for Justice Court Judges.
- (3) Prior to the orientation, the appointing authority shall assure, and shall notify the Council, that the proposed judge meets the statutory qualifications for office.
- (4) The orientation shall cover substantive and procedural issues pertinent to justice courts as outlined in the Manual for Justice Court Judges.
- (5) Upon completion of the orientation session, an examination shall be administered. In order to be certified, each proposed judge must attend all parts of the orientation and must answer at least 80% of the examination questions correctly.
- (6) If a proposed judge fails to answer 80% of the questions correctly, that proposed judge shall have the opportunity to take another examination not sooner than 15 days after the orientation. The second examination shall be preceded by a substantive review of the first examination and an opportunity for additional instruction.
- (7) A proposed judge who fails to answer 80% of the questions on the second examination correctly must wait until the next scheduled full orientation in order to be retested. The appointing authority shall be notified of the status of the proposed judge, and the provisions of paragraphs (5) and (6) above shall once again apply.
- (8) Upon completion of the orientation process, the Justice Court Administrator shall make a recommendation to the Council respecting certification. The Council shall either certify that the proposed judge has attended the orientation and successfully passed the examination, or decline to certify the same. The Council shall notify the proposed judge and the appointing authority of its decision in writing.

(9) The Council may waive any of the non-statutory requirements above for good cause shown.

Rule 9-107. Justice court technology, security, and training account.

Intent:

To establish the process for allocation of funds from the Justice Court Technology, Security, and Training restricted account.

Applicability:

This rule shall apply to all applications for and allocations from the account.

Statement of the Rule:

- (1) Any governmental entity that operates or has applied to operate a justice court may apply for funds from the account for qualifying projects. Local governmental entities may only use the funds for one-time purposes, and preference will be given to applications that propose to use the funds for new initiatives rather than for supplanting existing efforts.
- (2) The Board of Justice Court Judges, through the Administrative Office of the Courts, may apply for funds from the account for qualifying projects.
- (3) The Administrative Office of the Courts may apply for funds from the account for qualifying projects, and may use the funds for ongoing support of those projects.
- (4) Qualifying projects are those that meet the statutory requirements for the use of the account funds.
- (5) Funds will be distributed on or about July 1 of each year in which funds are available, and applications for those funds must be made by April 15 of the same year on forms available from the Administrative Office of the Courts. All applications for funds shall be first reviewed and prioritized by the Board of Justice Court Judges, and that recommendation, along with all timely applications shall then be forwarded to the Management Committee of the Judicial Council. The Management Committee will then make the final awards.
- (6) An entity receiving funds shall file with the Board of Justice Court Judges an accounting, including proof of acquisition of the goods or services for which the award was granted. The accounting shall be filed no later than July 15 for activity during the previous fiscal year.

Appendix B. Justice Court Standards For Recertification

Instructions to applicant for recertification

As part of the application process, each entity should carefully review all requirements for the operation of Justice Courts. In order to aid governing bodies in obtaining the necessary information regarding the continuing obligations of an entity with respect to the operations of the Court, the governing body of each entity must request a written opinion from its attorney advising the entity of all requirements for the operation of a Justice Court, and the feasibility of maintaining a Justice Court. In addition, prior to submission of this application, each entity must duly pass a resolution requesting recertification. The resolution must also affirm that the entity is willing to meet all requirements for the operation of the Court during the period of certification. A copy of the attorney's opinion and the resolution must accompany the application. A representative of the entity may appear before the Committee to present the application and may present any additional information which the applicant desires to present to the Committee. In the event that additional information is deemed necessary, the Committee may request such additional information from the applicant. Certification will certify the court to process all cases which come within the jurisdiction of the court including criminal, civil and small claims cases pursuant to Section 78A-7-106.

Statutes of the State of Utah require that certain standards be met in the operation of a Justice Court. These statutory requirements include:

1. All official court business shall be conducted in a courtroom or an office located in a public facility which is conducive and appropriate to the administration of justice (Section 78A-7-213).
2. Each court shall be opened and judicial business shall be transacted every day as provided by law (Section 78A-7-213), although the judge is not required to be present during all hours that the court is open.
3. The hours that the court will be open shall be posted conspicuously at the court and in local public buildings (Section 78A-7-213).
4. The judge and the clerk of the court shall attend the court at regularly scheduled times (Section 78A-7-213).
5. The entity creating the Justice Court shall provide and compensate a judge and clerical personnel to conduct the business of the court (Section 78A-7-206 and Section 78A-7-211).
6. The entity creating a Justice Court shall assume the expenses of travel, meals, and lodging for the judge of that court to attend required judicial education and training (Section 78A-7-205).
7. The entity creating a Justice Court shall assume the cost of travel and training expenses of clerical personnel at training sessions conducted by the Judicial Council (Section 78A-7-211).
8. The entity creating the Justice Court shall provide a sufficient staff of public prosecutors to attend the court and perform the duties of prosecution (Section 78A-7-209).
9. The entity creating the court shall provide adequate funding for attorneys where persons are indigent as provided by law (Section 78A-7-209).

10. The entity creating the court shall provide sufficient local law enforcement officers to attend court when required and provide security for the court (Section 78A-7-209).

11. Witnesses and jury fees as required by law shall be paid by the entity which creates the Court.

12. Any fine, surcharge, or assessment which is payable to the State shall be forwarded to the State as required by law (Section 78A-7-121 and Section 78A-7-119).

13. Every entity creating a court shall pay the judge of that court a fixed compensation (Section 78A-7-206).

14. Court shall be held within the jurisdiction of the court, except as provided by law (Section 78A-7-212).

15. The entity creating the court shall provide and keep current for the court a copy of the Motor Vehicle Laws of the State of Utah, appropriate copies of the Utah Code, the Justice Court Manual, state laws affecting local governments, local ordinances, and other necessary legal reference material (Section 78A-7-214).

16. All required reports and audits shall be filed as required by law or by rule of the Judicial Council pursuant to Section 78A-7-215.

17. An audio recording system shall maintain the verbatim record of all court proceedings. Section 78A-7-103. For Class I and Class II justice courts, the system must:

- (a) be a stand-alone unit that records and audibly plays back the recording;
- (b) index, back-up and archive the recording and enable the record to be retrieved.
- (c) have at least four recording channels;
- (d) have a one-step "on" and "off" recording function;
- (e) have conference monitoring of recorded audio;
- (f) have external record archiving from the unit with local access;
- (g) be capable of being integrated with the courts public address system; and

For Class III and Class IV justice courts, the system must, at a minimum:

- (h) be a stand-alone unit that records and audibly plays back the recording;
- (i) index, back-up and archive the recording and enable the record to be retrieved; and
- (j) have at least two recording channels.

The Board of Justice Court Judges may create a list of products that meet these criteria.

In addition to those requirements which are directly imposed by statute, Section 78A-7-103 directs the Judicial Council to promulgate minimum requirements for the creation and certification of Justice Courts. Pursuant to statute, the Judicial Council has adopted the following minimum requirements:

1. That the Court be opened for at least one hour each day that the court is required to be open as provided by law (Section 78A-7-213).

2. That the judge be available to attend court and conduct court business as needed.

3. That the minimum furnishings for a courtroom include: a desk and chair for the judge (on a six inch riser), a desk and chair for the court clerk, chairs for witnesses, separate

tables and appropriate chairs for plaintiffs and defendants, a Utah State flag, a United States flag, a separate area and chairs for at least four jurors, a separate area with appropriate seating for the public, an appropriate room for jury deliberations, and an appropriate area or room for victims and witnesses which is separate from the public. (A suggested courtroom configuration is attached).

4. A judicial robe, a gavel, current bail schedules, a copy of the Code of Judicial Administration, and necessary forms and supplies.

5. Office space for the judge and clerk (under certain circumstances this space may be shared, but if shared, the judge and clerk must have priority to use the space whenever needed). The office space shall include a desk for the judge and a desk for the clerk, secure filing cabinets for the judge and the clerk, a telephone for the judge and a telephone for the clerk, appropriate office supplies to conduct court business, a cash register or secured cash box, a typewriter or word processor, and access to a copy machine.

6. A clerk must be present during the time the court is open each day and during court sessions, as required by the judge.

7. The entity must have at least one peace officer (which may be contracted).

8. A court security plan must be submitted consistent with C.J.A. Rule 3-414.

9. Each court must have at least one computer with access to the internet, and appropriate software and security/encryption technology to allow for electronic reporting and access to Driver License Division and the Bureau of Criminal Identification, as defined by the reporting and retrieval standards promulgated by the Department of Public Safety.

10. Each court shall report required case disposition information to DLD, BCI and the Administrative Office of the Courts electronically, as described in number 9 above.

In establishing minimum requirements, the Judicial Council has determined that Justice Courts with higher case filings require greater support services. To accommodate the great differences in judicial activity between Justice Courts within the state, the Council has divided courts into four classes based upon the average monthly cases filed in that court. Minimum standards have been set for each classification. Courts which have an average of less than 61 cases filed each month are classified as Class IV Courts. The minimum requirements for a Class IV Court are stated above. (These requirements are also attached as Class IV minimum requirements). These requirements include both the statutory requirements and requirements promulgated by the Judicial Council, and are sometimes hereinafter referred to as "base requirements."

Courts which have an average of more than 60 but less than 201 cases filed each month are classified as Class III Courts. In addition to the base requirements, a Class III Court must be open more hours each week (see attached Class III minimum requirements), and court must be scheduled at least every other week. Courts which have an average of more than 200 but less than 501 cases filed each month are classified as Class II Courts. In addition to the base requirements, Class II Courts are required to be open additional hours (see attached Class II minimum requirements), the courtroom configuration is required to be permanent (although the courtroom may be used by another entity when the court is not in session), court must be scheduled at least weekly, the judge must be provided an appropriate office (chambers) for his own use, clerical space may not be shared, at least one full-time clerk must be provided (see attached Class II minimum requirements), and the courtroom, judge's chamber and clerk's office must be in the same building. Courts which

have an average monthly filing of more than 500 cases are classified as Class I Courts. Class I Courts are considered to be full-time courts. In addition to the base requirements, a Class I Court must have a full-time judge, at least three clerks, it must be open during regular business hours, it must have a courtroom which is dedicated for the exclusive use as a court and which meets the master plan guideline adopted by the Judicial Council, and the judge's chambers and clerk's office cannot be shared by another entity.

The State Legislature has provided that any Justice Court which continues to meet the minimum requirements for its class is entitled to be recertified. However, the Judicial Council also has authority to waive any minimum requirement which has not been specifically imposed by the Legislature (i.e. requirements 1 - 10 above, which have been adopted by the Judicial Council pursuant to Section 78A-7-103). Waiver is at the discretion of the Judicial Council and will be based upon a demonstrated need for a court to conduct judicial business and upon public convenience. Any waiver will be for the entire term of the certification. A waiver must be obtained through the Judicial Council each time a court is recertified and, the fact that a waiver has been previously granted, will not be determinative on the issue of waiver for any successive application.

There is a great diversity in the needs of the Justice Courts. The needs of a particular Court are affected by the type of cases filed (some courts have a high percentage of traffic matters, while others handle significant numbers of criminal and small claims matters), the location of the Court, the number of law enforcement agencies served, the policies and procedures followed by each judge with respect to the operation of the Court, and many other factors. Clerical resources and judicial time are particularly sensitive to local conditions. In order to adequately function it is anticipated that some courts will exceed minimum requirements for clerical resources and judicial time. Similarly, the particular circumstances of a court may allow it to operate efficiently with less than the minimum requirements in the above areas; and in such circumstances waiver may be requested.

The statute also provides that the Judicial Council may grant an extension of time for any requirement which is not specifically required by statute. An extension may be granted at the discretion of the Judicial Council where individual circumstances temporarily prevent the entity from meeting a minimum requirement. An extension will be for a specific period of time and the certification of the court will terminate at the end of the extension period. In order for the court to continue to operate beyond the extension period, the court must be certified as meeting all requirements, obtain an additional extension, or obtain a waiver as provided above.

Applications for existing courts for recertification shall be accompanied by a certificate of the judge, on a form approved by the Judicial Council, certifying that the operational standards for the court have been met during the prior year. Any exceptions to compliance with the minimum requirements or operational standards shall be noted on the above form. In addition, individual Justice Court Judges must meet with the governing body of the entity which created the court at least once a year to review the budget of the court, review compliance with the requirements and operational standards of the court, and discuss other items of common concern and shall certify that this meeting has been held, and that the operational standards for the court have been met during the prior year.

Upon submission of an application, the Justice Court Standards Committee will conduct an appropriate independent investigation and notify the entity of its initial recommendations, whether in favor or against certification. If the Committee intends to recommend against certification, it shall specify the minimum requirements which have not been met. The entity

may then present additional information to the Committee, request an extension, or request a waiver. After making an appropriate investigation based upon any additional information or request made by the entity, the Committee will then submit its recommendations to the Judicial Council. The recommendations shall specify whether or not a waiver or extension should be granted, if either has been requested. If the recommendation is against recertification, or against waiver, or against extension, the entity may request that it be allowed to make an appearance before the Judicial Council. Any request to appear before the Judicial Council must be filed within 15 days of notification of the Committee's recommendations.

If you have any questions concerning this application, please contact James Peters, counsel to the Justice Court Standards Committee, at P. O. Box 140241, Salt Lake City, Utah 84114-0241, telephone: (801)578-3824.

TransPlan50

2019-2050 REGIONAL TRANSPORTATION PLAN



REGIONAL TRANSPORTATION PLAN FOR THE PROVO/OREM URBAN AREA



TransPlan50 is the regional transportation plan for urbanized Utah County. The proposed projects and programs are a coordinated system of capital-intensive roadway projects, transit improvements, and pedestrian/bicycle facilities needed over the next thirty years. The plan attempts to minimize impacts on society and the environment while providing for enough capacity and transportation choices to ensure the region's economy continues to grow.

METROPOLITAN PLANNING

Mountainland Association of Governments (MAG) serves the governments and citizens of Summit, Utah, and Wasatch Counties. As part of this association, Mountainland Metropolitan Planning Organization (MPO) has the task of planning for the urban Utah County regional transportation needs. Located at the southern end of the Wasatch Front region of Utah, the MPO encompasses the rapidly growing Provo/Orem Urbanized Area and includes all 25 Utah County municipalities and contiguous unincorporated areas. Urbanization and the locations of major transportation facilities are constrained by physical boundaries including steep mountain terrain to the east and west and by the large, centrally located Utah Lake. The urban area is roughly bisected by I-15, the only freeway currently within Utah County. The MPO creates the forum bringing together urban leaders with state and federal transportation officials, opening dialogue, and providing a process for all to be involved in planning and funding the transportation needs of the area. MAG has a strong history of working together with stakeholders and accomplishing results.

TransPlan50 follows the guidelines of the last federal transportation bill - Fixing America's Surface Transportation Act (FAST Act) - and embodies them philosophically as well as technically. The Federal Highway Administration (FHWA) requires each MPO to address ten specific planning factors. FAST Act states that the metropolitan planning process shall be continuous, cooperative, and comprehensive. The process will also provide consideration and implementation of projects, strategies, and services to address the following factors:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.





2. Increase the safety of the transportation system for motorized and non-motorized users.
3. Increase the security of the transportation system for motorized and non-motorized users.
4. Increase accessibility and mobility of people and freight.
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
7. Promote efficient system management and operation.
8. Emphasize the preservation of the existing transportation system.
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.
10. Enhance travel and tourism.

A GROWING REGION

Historically, population growth in Utah County has been robust, rising by 40 percent in each of the last two decades, and surpassing one-half million people in 2009. More recently, the Provo/Orem area was the 4th fastest growing metro area in the country with the population now exceeding 630,000. While the mainly rural transportation system had been over-taxed and unable to sustain such rapid growth, early this decade, the state and county invested nearly \$4 billion in highway and rail projects, making a significant impact towards easing congestion and creating better connectivity.

The cities of Provo and Orem have always been the urban core of Utah County, but this is changing. The two largest metropolitan areas in the state, Salt Lake City and Provo/Orem, converge at the Point of the Mountain, creating a natural center for high growth in both jobs and population.

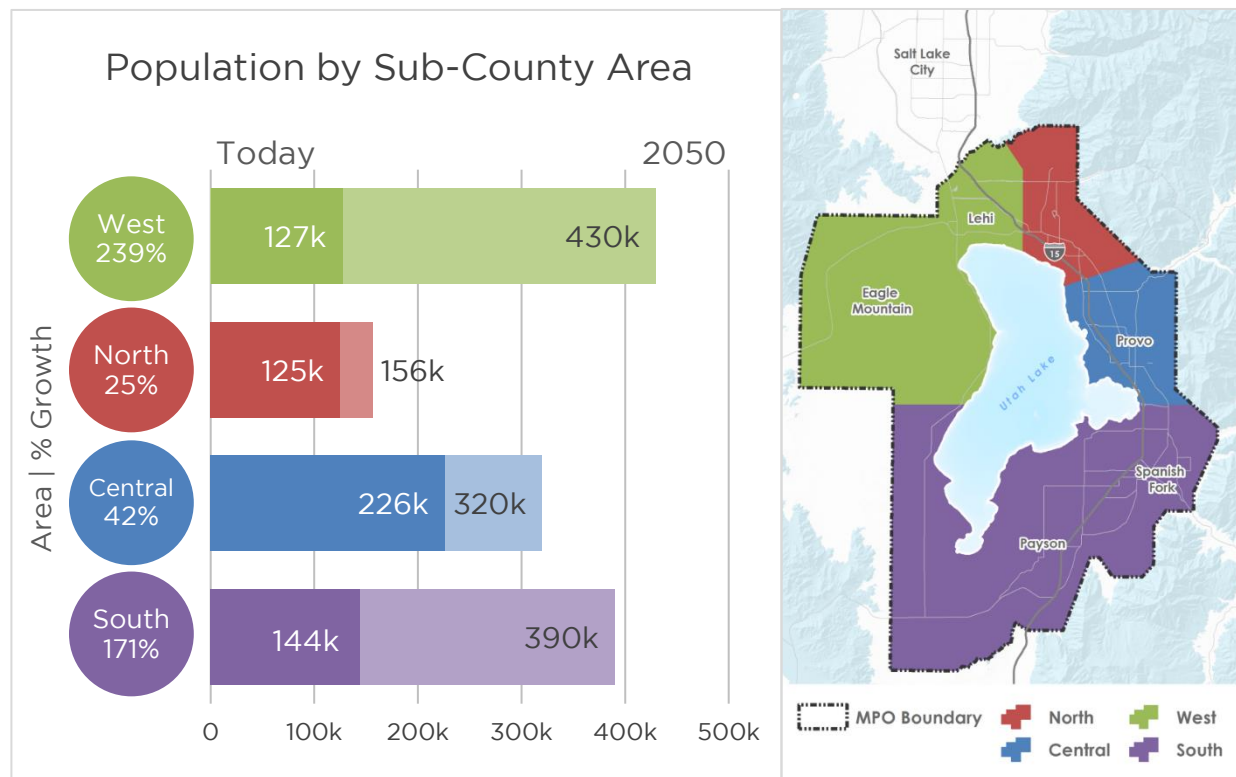




West Area: Since the year 2000, the West Area (including Lehi, Eagle Mountain, and Saratoga Springs) has been the epicenter of statewide population growth, adding more than 102,000 people. Future growth explodes in the West Area. It is forecasted to add 303k more people reaching 430,000 population by 2050. All of Utah County was 430,000 in 2004.

North Area: This area includes American Fork, Highland, and Pleasant Grove. With less developable land and high real estate values, it still added over 49,000 new people since 2000 and is proposed to add another 31,000 by 2050.

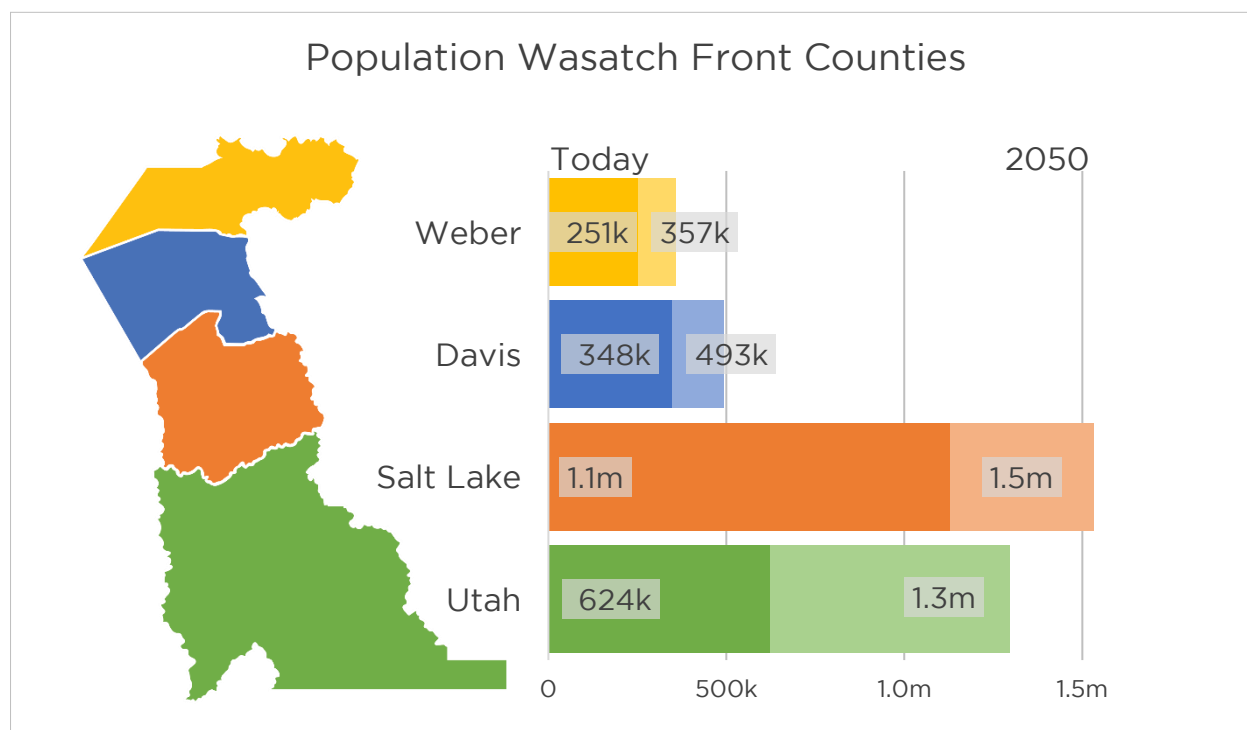
South Area: The largest geographically and with densities mostly at rural values, the South Area is also growing. Most of the 55, 000 new residents since 2000 pushed development outward from the historic city cores. The area is forecasted to add another 246,000 growing to 390,000 by 2050.





Central Area: Provo, Orem, and the high growth area of Vineyard encompass the Central Area. Most of Provo and Orem are developed established areas that have increased in density since 2000, adding 32,000 new people. Another 96,000 people are forecasted to move to the area, with increased density and Vineyard building up and out.

Regional Growth Trends: By 2050, Utah County will double in population adding over 660,000 more people, surpassing 1.3 million, slightly larger above the current day population of Salt Lake County. This equates to 100 percent growth and is more than double any other Wasatch Front county. During this period, Utah County's growth is larger than the other three Wasatch Front counties combined. By 2065, Utah and Salt Lake counties are near the same size.





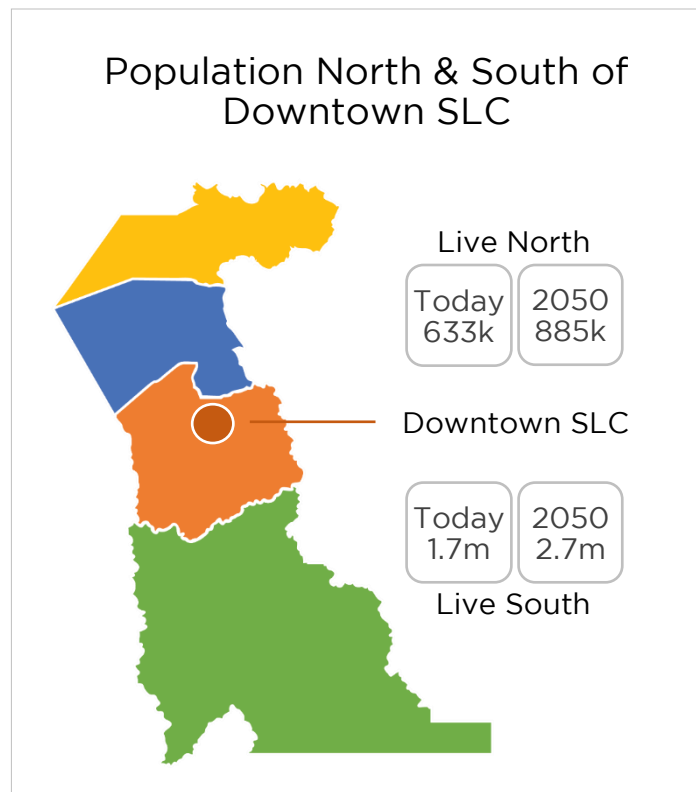
Development along the Wasatch Front has historically favored the areas south of downtown Salt Lake City. Today, 633,000 people live north of downtown, 1.7 million live south of it. By 2050, 885,000 people live north of downtown and 2.7 million south of it. Areas north of downtown add the population of current day Weber County through 2050, areas south will add an equivalent of 11 Weber counties.

Employment mimics population trends for all four Wasatch Front counties. Utah County's employment growth is projected to

almost double from 300k jobs today to 600k in 2050. However, even with these additional jobs, Salt Lake City will remain the major urban employment center.

Prior growth trends show that Utah County's development had been tied to in-county employment, but over the last ten years, the two metro areas (Provo/Orem and Salt Lake City) have begun to converge, creating the highest employment growth area in the state. A large, highly educated workforce, abundant developable land, and convenient access to highways, rail, airports, and active transportation has drawn and will to continue to focus economic attention on the area. New job growth will reinforce the attraction of new residents, and with such growth, Utah County's importance in the region increases. Utah County's share of the total Wasatch Front population increases from 20 percent today to 26 percent in 2050.

As growth mounts, the population and employment distribution will continue to increase outside the historical center of Provo/Orem. In 2050, Provo/Orem will still be the urban core, but northward along the I-15 corridor and into Salt Lake County,





similar densities begin to develop. Areas west of I-15 densify and become self-sustaining (more jobs, fewer long commutes), and show more urban characteristics. South of Provo, communities fill in with development and spread out from historic city cores, although densities remain low with suburban characteristics.

TRAVEL DEMAND

Predicting where future transportation facilities are needed in high-growth areas is a continuous effort. Changes in political leadership, anticipated funding, land-use patterns, and many other factors change the dynamics of an area and require constant study. TransPlan50 is updated every four years to stay relevant. This frequency of updates allows the MPO to remain current with emerging trends and policy changes. The work is also collaborative, bringing federal, state, county and city agencies together into one deliberative body. The MPO uses a sophisticated travel demand model co-managed with Wasatch Front Regional Council (Salt Lake/ Ogden MPO) that accounts for these adjoining metro areas to best predict where future transportation improvements are needed. Socio-economic data and land-use are two key inputs to the travel demand model. Socioeconomic data includes household and employment level forecasts for each city. The municipalities and the county produce general plans that influence future land-use growth. MPO staff develop models of region-wide development patterns from these local land-use plans.

Many land-use plans only project for the next 10 to 15 years, leaving a gap between local planning horizons and the needs of long-range regional transportation planning. MPO staff meet with each municipality and the county to review their plans and to gain additional insight into where future growth could occur. The local plans are used to gauge future development on vacant land, infill and redevelopment areas. Most local land-use plans continue historic low-density land-use policies leading to many of the core cities running out of buildable land by 2035. To address the long-range needs to 2050, a regional vision process called Wasatch Choice 2050 is on-going. It is a cooperative regional visioning effort, taking input from transportation stakeholders to coordinate key regional transportation, local land-use, and economic development strategies that aim to achieve regional goals of mobility, connectivity, transportation choices, and quality of life. The land-use outputs of Wasatch Choice





2050 augment TransPlan50 by fostering this creative thinking concerning land-use policies going forward. It proposes denser clusters of housing, retail, and employment in key strategic centers along the Wasatch Front.

FUNDING AND COSTS

Funding assumptions for TransPlan50 are based on coordination between Utah MPOs (Cache, Dixie, Mountainland, and Wasatch Front), UDOT, and UTA. Utah follows an advanced practice in the development of a statewide Unified Transportation Plan (summary of all MPO, UDOT and UTA plans). To ensure consistency within the Unified Plan, each individual plan follows a standard set of demographics, financial revenue, cost estimating, and related assumptions. TransPlan50 funding assumptions are developed for planning purposes only. Transportation funds are generated from several sources, including sales tax, tolls, bonds, and state, local, and federal excise taxes on various fuels, and credit assistance sources. The following planning assumptions are used to determine a “reasonable” future revenue assumption as required by federal law.

| Statewide Funding Assumptions | Regional Funding Assumptions |
|---|--|
| All Auto Related Sales Tax to Transportation | \$5 Vehicle Registration Fee in 2026, 2036, 2046 |
| Federal Funds Growth Rate of 3.49% & 1.5% | Vehicle Reg. Fees Funds Growth at 3.03% |
| 10-cent Motor Fuel Tax in 2030 & 2040 | New 1/4-Cent Sales Tax in 2023, 2030, 2040 |
| Motor Fuel Growth Rate of 2.4% & 1.48% | B&C Funds 30% to local governments |
| Special Fuels Growth Rate of 3.02% | Regional Funds Growth at 5.52% |
| \$10 Vehicle Registration Fee in 2021,2031,2041 | |





TOTAL REVENUE, CONSTRAINED COSTS, NEED

In summary, revenue expected within the MPO area through 2050 is proposed at \$18.8 billion, \$13.5 billion toward highway operations, preservation, and projects, and \$5.3 billion for transit operations, maintenance, administration, and projects.

All highway capacity projects are placed in the phases when needed, with available funding and bonding used to fund construction. Highway capacity projects are fully funded in the plan when needed, as is state preservation and operation's needs (though there is a deficit for local preservation needs of \$177 million.)

New capacity rail and other major projects are generally not funded when warranted leaving \$4 billion unfunded. Preservation and operations are underfunded at \$2 billion. For air quality conformity compliance, unfunded capacity projects are not considered a part of the fiscally constrained plan.

Total Revenue, Constrained Costs, Need

Funds showed in millions in 2019 dollars

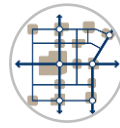
| Category | Phase 1 2019- 2030 | Phase 2 2031- 2040 | Phase 3 2041- 2050 | Total Funds |
|-------------------|--------------------------|--------------------------|--------------------------|----------------|
| Highway | | | | |
| Revenue | 5.2b | 4.1b | 4.3b | 13.5b |
| Need | 5.2b | 4.0b | 4.1b | 13.4b |
| Revenue Less Need | -57m | 57m | 106m | 106m |
| Transit | | | | |
| Revenue | 1.7b | 1.7b | 1.8b | 5.3b |
| Need | 2.6b | 4.2b | 3.5b | 10.3b |
| Revenue Less Need | -902m | -2b | -2b | -5b |
| Total | | | | |
| | | | | 0k |
| Revenue | 6.9b | 5.8b | 6.1b | 18.8b |
| Need | 7.9b | 8.2b | 7.7b | 23.8b |
| Revenue Less Need | -959m | -2b | -2b | -5b |





REGIONAL GOALS

TransPlan50 focuses on building a robust, intermodal, urban transportation system. The primary goals within the plan have evolved to keep pace with our rapidly expanding population and travel demands. In developing TransPlan50, transportation summits were held in the north, central, and southern areas of the county. Transportation stakeholders were invited to share their plans and insights into what the future transportation system should become. Stakeholders included mayors, city council members, planning commissioners, city and agency staff, members of the business community, legislators, and citizens. Their ideas were modeled, and similar meetings were held to go over the results. From these efforts, five overarching goals have emerged.



Goal 1
Update the Regional Highway System to a Metropolitan Grid-based Network



Goal 2
Explore Additional Freeways, Add Capacity



Goal 3
Create a Robust Transit System



Goal 4
Build a Regionally Connected Active Transportation System



Goal 5
Preserve what we have



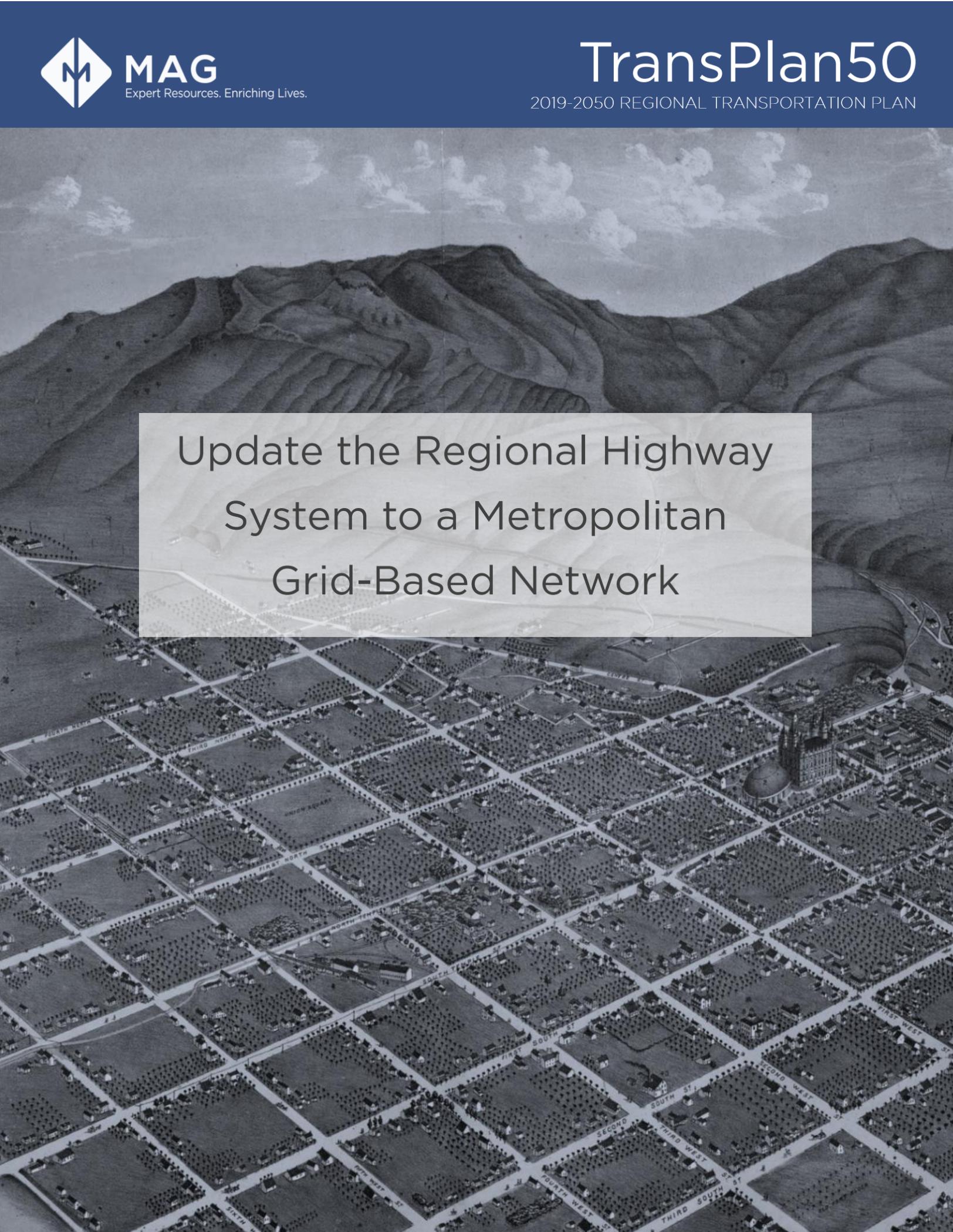


MAG

Expert Resources. Enriching Lives.

TransPlan50

2019-2050 REGIONAL TRANSPORTATION PLAN

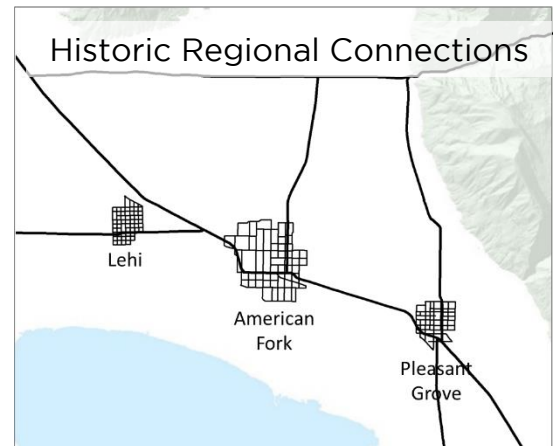


Update the Regional Highway
System to a Metropolitan
Grid-Based Network



GOAL 1 UPDATE THE REGIONAL HIGHWAY SYSTEM TO A METROPOLITAN GRID-BASED NETWORK

Utah County has a rural highway system. The county grew in a nodal, town by town form with each town focusing on its own road systems. The state built the main connecting highway between the cities. As the towns grew and began adjoining each other, the proper sizing and spacing of regional highway connections, in most cases, did not occur – the local street network was not complemented by a regional grid.



Greenfield Development: Rural, greenfield areas on the fringe urban development usually grow slowly, until seemingly overnight, they explode with new development that does not account for nor contribute to an efficient grid system. Congestion starts overwhelming the few existing through streets and highways. Immobility replaces mobility as congestion worsens. Vast areas end up saddled with the consequences of an uncoordinated transportation system. The North Area, for example, has experienced high growth with limited highway connections. East-west corridors between American Fork Main Street and Timpanogos Highway is non-existent. Main Street has a much higher than normal traffic burden. Timpanogos Highway had to be over-built to almost a freeway-type standard to compensate for the lack of an area grid network. With future growth pushing outward, the western and southern areas of Utah County are now at most risk for impacts on developed areas for not having a connected grid network built with growth.





Regional Highway Grid Spacing: Recognizing the challenges greenfield areas face as they urbanize, the Institute of Transportation Engineers (ITE) created a Best Practice recommendation for macro-level network spacing, that if adhered to, would minimize congestion on any given facility. The thought is that having a grid of properly spaced roads that can handle different types of trips (local to sub-regional to regional), that

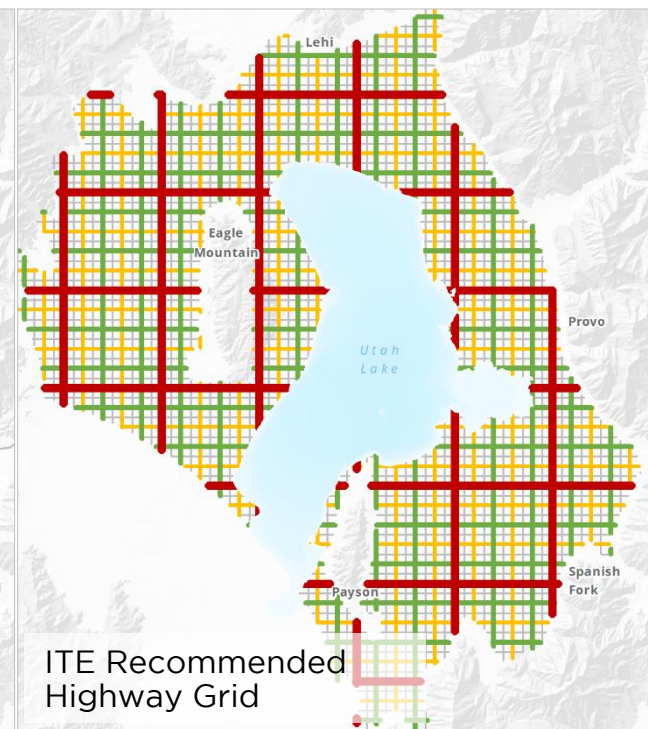
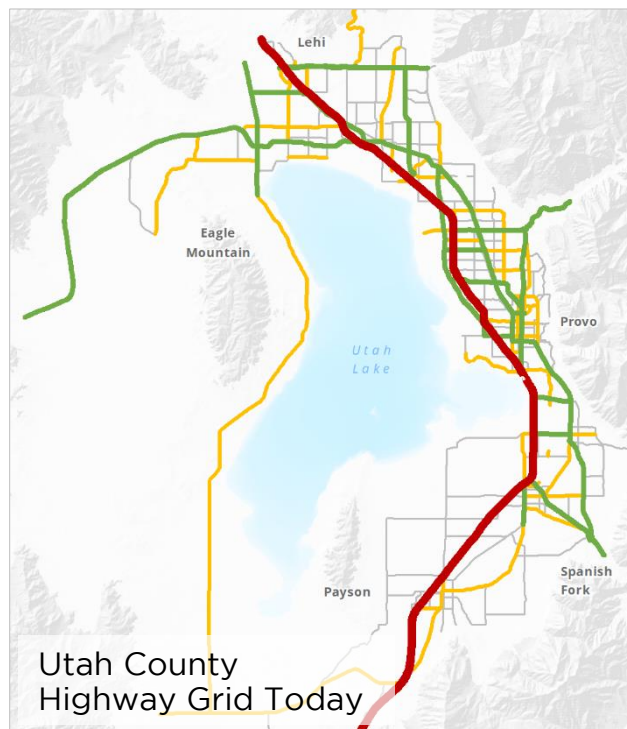
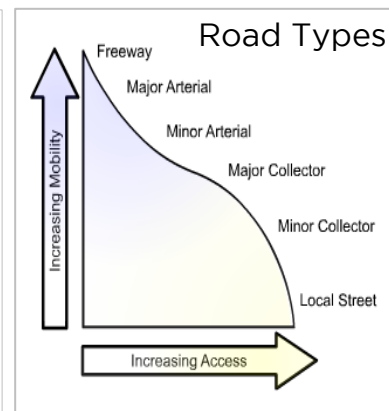
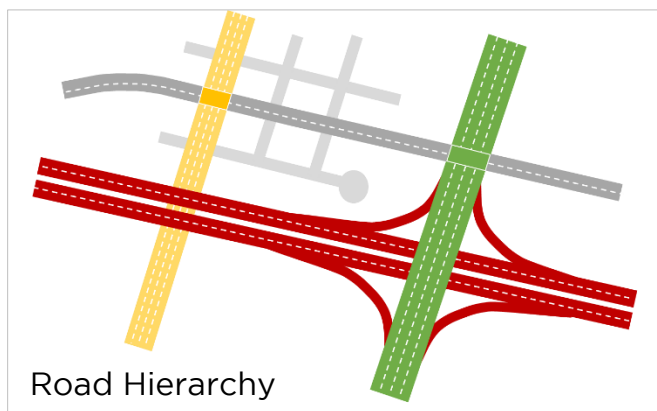




traffic would be spaced out easing congestion and dispersing traffic more evenly throughout the area avoiding placing all traffic on just a few major corridors.

Characteristics of a Freeway, Arterial, Collector?

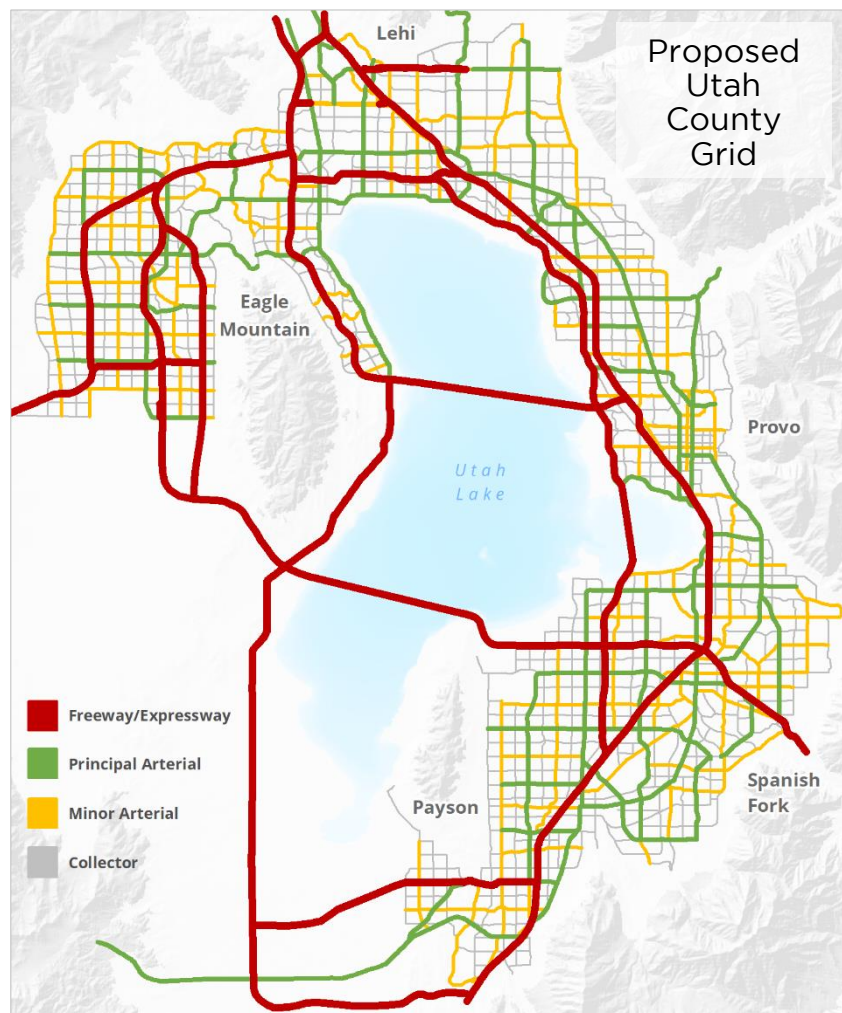
| | |
|---|---|
|  | Freeway/Expressway Limited Access 50k+ volumes 5 mile spacing |
|  | Principle Arterial Large Road 2 - 6 lanes 20k - 40k volumes 2 mile spacing |
|  | Minor Arterial Mid-Size Road 2 - 4 lanes 12k - 35k volumes 1 mile spacing |
|  | Collector Small Road 2 - 4 lanes 3k - 12k vol Half mile spacing |





The hierarchy of a regional highway network starts with Freeways and Expressways. These major corridors have characteristics that include grade-separated interchanges (Expressways can have signaled intersections), higher traffic volumes, higher speeds, and are ideally 5 miles apart. Principal Arterials are the major roads carrying regional traffic, high volumes, generally have controlled access (fewer driveways), and higher speeds. Minor arterials have lower speeds and more access points. Collectors lower volumes and more access.

Proposed Utah County Grid: To create a grid network of arterial and collector highways in Utah County, MPO staff worked with municipal staff to draft a plan that allows for properly spaced corridors within greenfield and developed urban areas. In many cases corridors within the developed areas are mostly complete, connections to adjoining roads in neighboring municipalities are only needed. Some proposals would require little to no neighborhood disruption; others could be more complicated. The proposed grid plan is a starting place to begin the discussion. The proposal is to work with each municipality and the county through their planning processes to vet what corridors can work, what corridors would need adjustment, and what will not work.

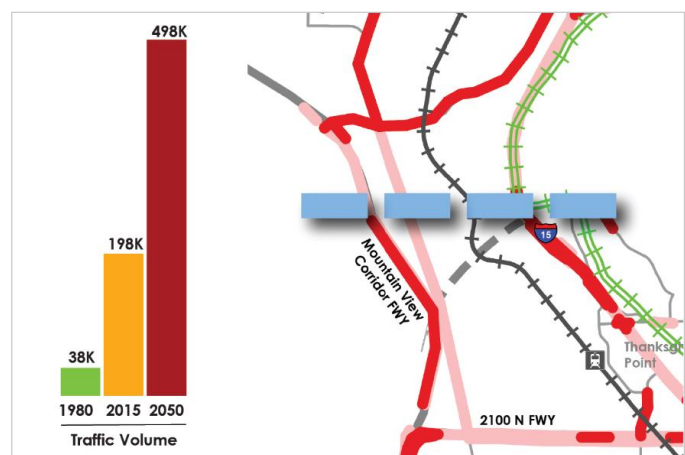




Utah County Grid Potential Costs and Impacts: It is estimated that completing the county-wide urban grid network as proposed requires an additional 1,000 miles of new lanes. A quarter of these lanes are in current built-up urban areas with the remainder in greenfield areas. The proposed grid also removes about 750 structures, more than half of which are located in rural areas and will most likely be incorporated into future developments. The total cost of the grid network is estimated at upwards of \$2 billion dollars, not including projects already proposed and funded in TransPlan50. Of this cost, \$500 million is anticipated within the built-up urban areas. Most of the \$1.5 billion to build the grid in the rural areas will be funded by private development if properly planned for. Moving forward, MAG will work with our stakeholders to identify which projects can be adopted into municipal and regional plans. More importantly, funding to construct the collectors proposed in the grid network will have to be identified. Currently, only local and regional funds can be used in funding these types of facilities, with these funds already stretched thin. State-wide solutions will most likely need to be sought to these regional non-state-owned roads in the future.

Transportation Choke Points: Utah County has a unique geography with its towering mountains, lakes, and wetlands. These features create a unique geographic environment making transportation connections a challenge. In the county, there are five areas where transportation corridors must traverse within narrow strips of land bordered by these features called transportation choke points.

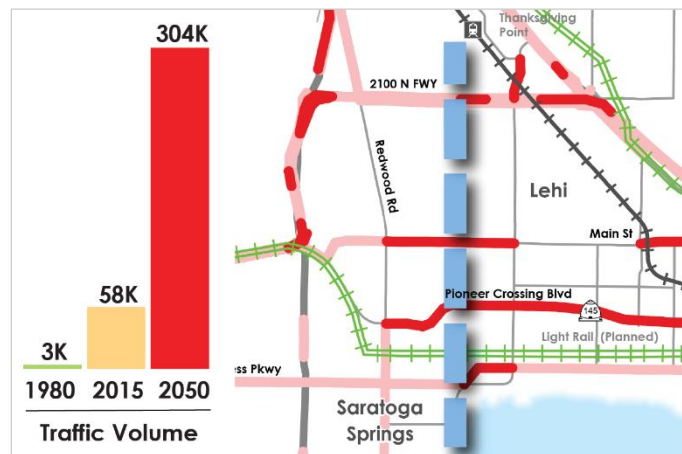
Lehi Choke Points: The Lehi area has some of the most challenging issues to transportation in the region. There are multiple choke points in Lehi impacting both north/south and east/west regional traffic. This couple with high residential and commercial growth and being the center point of two metropolitan areas converging, only add to the problem. The Point of



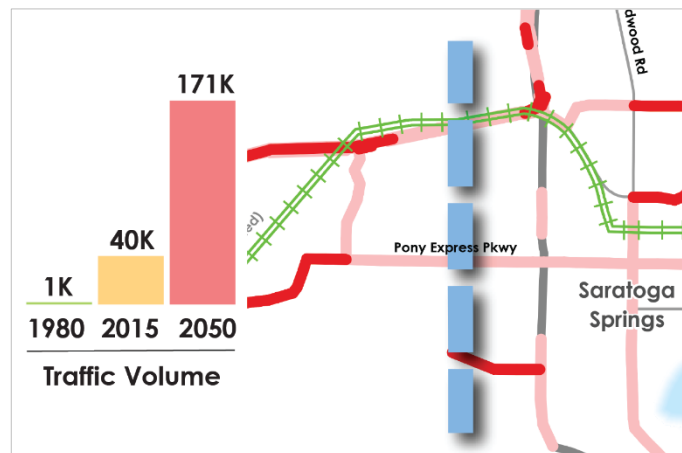


the Mountain Choke Point is the narrow strip of land between Salt Lake and Utah counties. In the future, this area has more traffic, and people traverse it than any other area in the region. Future projects proposed within TransPlan50 include improvements to I-15 and FrontRunner Commuter Rail, constructing the Mountain View Freeway, and light rail.

East/west travel through Lehi with its numerous wetlands, the Point of the Mountain to the north and Utah Lake to the south, all limit transportation, creating the Lehi Choke Point. In the future Lehi 2100 North becomes a freeway. South of Lehi Main Street, freeway volumes are projected requiring a future facility proposed in the plan. Future study will identify its location.

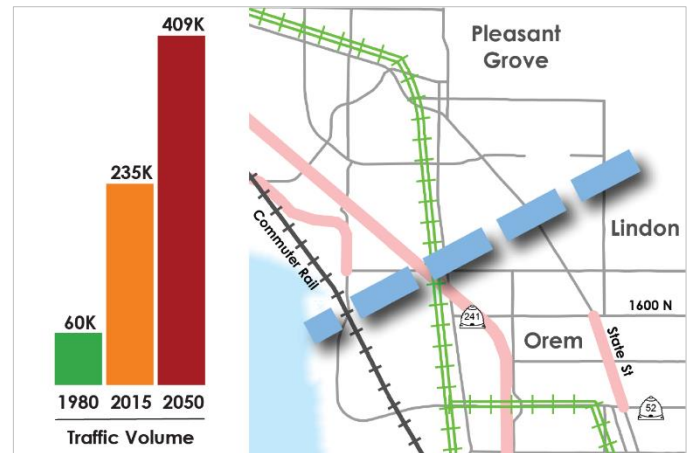


Cedar Pass Choke Point: The narrow connection between Lehi and the Cedar Valley through the mountains create the Cedar Pass Choke Point. The area bordering this choke point is projected to have over 200,000 people by 2050. Because of the limited options for transportation corridors, SR73 is proposed in the plan to be converted into a freeway before 2040.

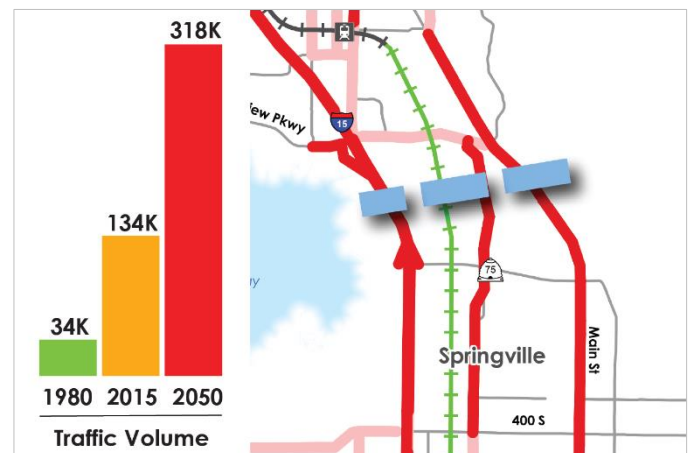




Lindon Choke Point: The Lindon Choke Point today has the highest traffic volumes in the valley with a significant commuter movement between the central and northern areas of the county. With only three highway corridors, State Street, I-15, and Geneva Road, as well as FrontRunner Commuter Rail, this is an important area to focus on relieving congestion. TransPlan50 proposes improvements to I-15 and commuter rail in this area as well as the addition of light rail and bus rapid transit along State Street.



Provo/Springville Choke Point: In the future, the area between Provo and Springville becomes the most congested choke point in the county. It currently only has two regional connections, State Street and I-15. There are very limited transportation solutions due to Provo Bay, wetlands, and the Wasatch Mountains. Future solutions include a parallel freeway over Provo Bay, FrontRunner Commuter Rail, additional lanes on I-15, and light rail.

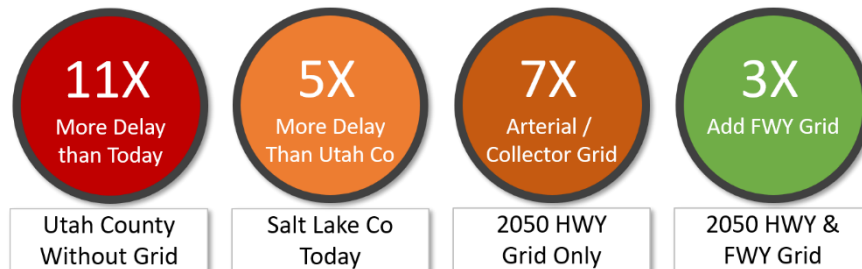


Congestion Relief: The benefits of relieving regional congestion by completing the grid network and the projects listed in TransPlan50 are great. With the proposed growth to 2050, overall travel delay in the region increases elevenfold compared to 2018. To put this in perspective, Salt Lake County in 2018 had five times more congestion related delay than Utah County. Modeling shows that with a connected arterial and collector grid network (no additional freeways) 2050 travel delay would only grow to seven times that of today. With the addition of the proposed freeways

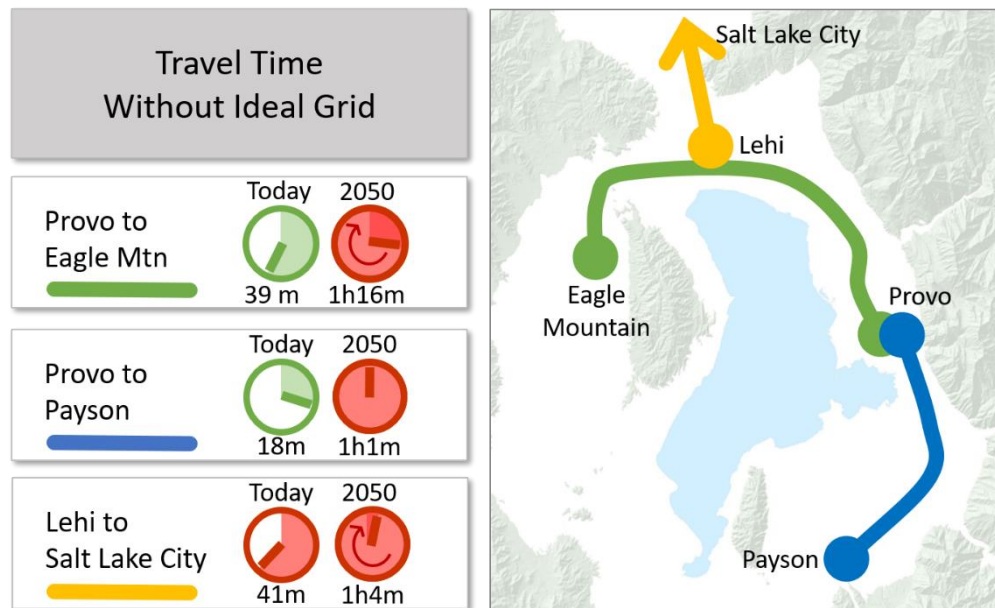




in the plan, congestion rises to only three times the current delay, well within acceptable limits of a metropolitan area of 1.3 million people.



Travel Time: Another way to understand future network conditions is with travel time. In 2018 a trip by automobile between Eagle Mountain and Provo took about 39 minutes. With no improvements, by 2050 the same trip takes 1 hour and 16 minutes; Provo to Payson 18 minutes versus 1 hour, and Lehi to Salt Lake City 41 minutes versus 1 hour.



Spreading Traffic Out: The reason a network of arterial and collector roads works is its ability to spread out traffic. Today the North and Central areas are connected by three main corridors, all state routes; I-15, State Street (US 89), and Geneva Road (SR





114). By creating additional connections of smaller roads in this area, localized trips would no longer be required to traverse the major roads, thereby reducing congestion. Connecting collectors and arterials do not necessarily lead to heavy traffic on these roads, rather, by spreading trips out, the total volumes of traffic on a single corridor can be reduced.





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Explore Additional Freeways,
Add Capacity

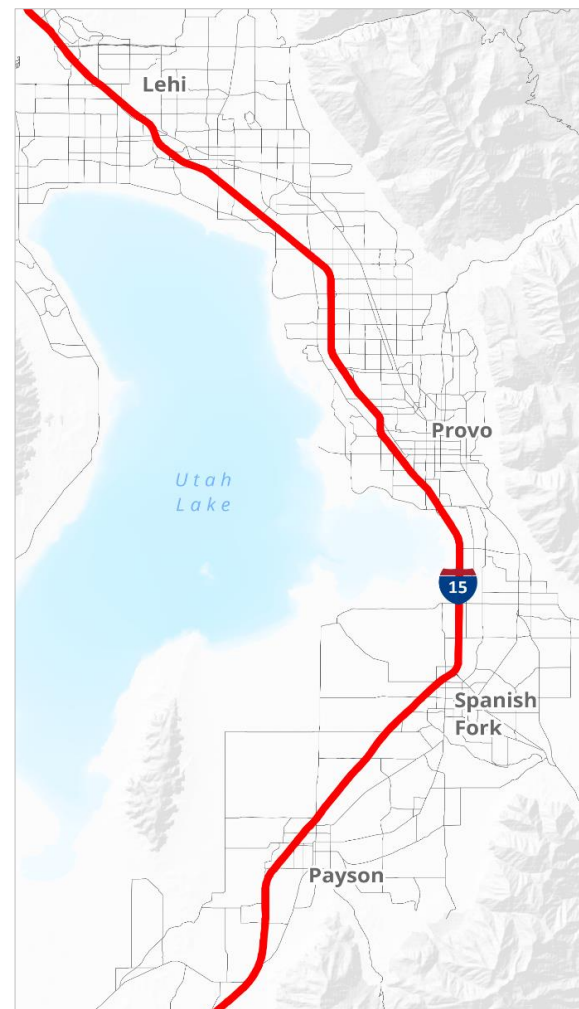


GOAL 2 EXPLORE ADDITIONAL FREEWAYS, ADD CAPACITY

The I-15 freeway is the economic and mobility lifeline of Utah County and most of the Wasatch Front. Running from Canada to Mexico, our regional economy, as well as our quality of life, is directly tied to it. In 2012, the I-15 CORE project began a multi-year and multi-project effort to rebuild and widen the freeway from American Fork to Payson. Lanes vary from six lanes south of Spanish Fork, ten lanes between Spanish Fork and Provo, and twelve lanes between Orem and American Fork. In 2016 the freeway was widened to twelve lanes from north Lehi to Draper. Currently, the I-15 Freeway is being reconstructed through Lehi bringing a total of twelve lanes through this area.

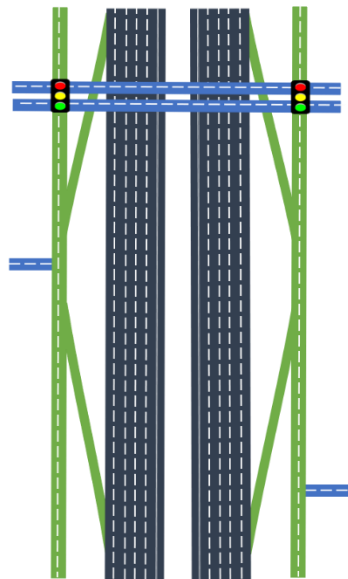
I-15 Freeway: Due to the lack of a regional grid, the current system funnels all regional trips and many local ones onto I-15, increasing congestion. The practical maximum number of lanes of a freeway in each direction is six, or a total of twelve lanes. Beyond six, drivers encounter great difficulties maneuvering to exits and shoulders. By 2050, even at twelve lanes, anticipated growth reduces service levels on the freeway to highly congested during peak hours. The areas between Springville and Provo, Lindon, and the Point of the Mountain form geographic chokepoints in the system. These areas will experience the worst congestion.

Options for the I-15 corridor include widening the freeway south of Orem to twelve lanes; building a frontage road system or collector-distributor system on each side of the freeway or adding divided

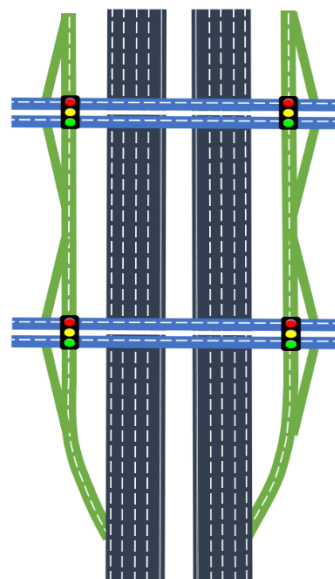




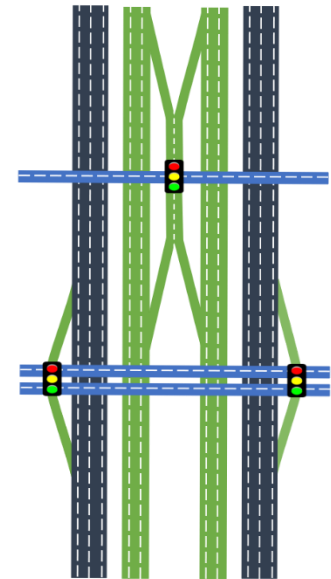
express lanes road down the middle of the freeway. Another option would be to construct a parallel facility along the corridor, like Legacy Parkway in Davis County. Each of these different solutions has benefits and impacts. All require additional study and collaboration with the various transportation stakeholders along the corridor.



Frontage Road FWY



Collector-Distributor FWY



Express Lanes FWY

TransPlan50 proposes that improvements to I-15 occur sometime between 2031 and 2040, phase two in the plan. It does not identify a specific solution; instead, it recommends that a future study should be conducted to determine preferred solutions. Solutions could be one of the four options mentioned, a combination of them, or something completely different. I-15 is the lifeline and backbone of Utah County traffic and its economy. Improvements to I-15 as creating a grid system of collector and arterial roads as well as adequately spaced new freeways, as discussed in the grid discussion in the previous section of this document, will help better handle future traffic volumes and spread traffic more evenly throughout the valley.



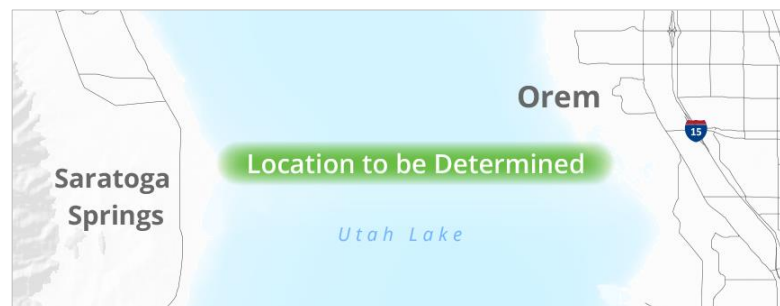


Mountainview, Lehi 2100 North, and SR-73 Freeways: The Mountainview Freeway and Lehi 2100 North Freeway were included in the past regional transportation plan, TransPlan40. They handle traffic and proposed growth in the far north of the county traversing the Point of the Mountain. With Utah County growing to 1.3 million in 2050 and 1.6 million by 2065, a more connected freeway network is required. TransPlan50 proposes multiple new freeways creating the five-mile spacing of a proper grid network.

The extension of the planned Mountainview Freeway south through Saratoga Springs, as well as converting SR-73 through Eagle Mountain into a freeway are included TransPlan50. Narrow strips of land connect these communities, making it difficult for a grid system, requiring larger facilities to take their place. Studies for both corridors have been completed, and the needed corridor preservation is ongoing. Around 2035, many of the I-15 corridor cities between Provo and American Fork are approaching housing capacity, leaving infill and higher density to fuel their growth. Most growth is forecast in the northwest and southern areas of the county.



Utah Lake Bridge: Utah County is home to Utah Lake, a natural lake large in surface area but shallow, with an average depth of 10.5 feet. This body of water complicates creating the freeway grid. For many decades, a highway over the lake has been proposed, but the need had not been demonstrated until now. TransPlan50 proposes that the bridge be built after 2040. The location of the bridge/freeway, as shown in the plan, needs further study





but is warranted based on projected traffic flows. One concern is that the freeway connection to I-15 not exacerbate congestion in already congested areas. The farther south toward Provo the eastern connection can go, the better, as traffic volumes are more easily dispersed. Design and construction of a bridge may prove challenging. Can or should an earthen causeway be built? With the sediment in the lake, can a bridge be constructed? Could a floating bridge work? All these and more will be studied with future work.

South Lehi Freeway: Lehi sits at the confluence of the two metropolitan areas, Provo/Orem and Salt Lake City. It has become an economic powerhouse with the Silicon Slopes employment center and I-15. North/south traffic between the two metro areas, as well as east/west traffic connecting the high growth areas of Cedar Valley to Utah Valley, make creating the right regional transportation



network paramount. At Lehi, there are distinct splits in the traffic flow. Today and in the future, traffic from Cedar Valley is split about 50/50, half traveling north into Salt Lake County and half south toward Provo. Lehi 2100 North Freeway and Mountain View Freeway handle the northern movement, but freeway volumes south of Lehi Main ST are projected. The current and planned arterials of Pioneer Crossing and Pony Express Parkway cannot accommodate these volumes. By 2050, Pioneer Crossing has over 50,000 trips a day. To put this in perspective, Bangerter Highway in Salt Lake County currently has 45,000 trips a day and is currently being converted into a grade-separated freeway with interchanges. The growth in the area and potential environmental and social impacts make widening the current corridors or creating a new corridor challenging. TransPlan50 proposes a freeway through this area. Further study is needed with extensive work with the stakeholders and citizens in the area.



**US-6 Freeway:** US-6 through Spanish

Fork is proposed to be grade separated in the future. Today there is more traffic entering and exiting I-15 at US-6, at freeway volumes, than there is continuing south on I-15 toward Payson. Many alternatives have been studied to by-pass this corridor, but with its direct access to Spanish Fork Canyon and on to Denver, as well as the high residential and commercial growth potential along the corridor, necessitate the planned improvements. Preliminary design work has shown a narrow freeway design with frontage roads to minimize disruption to surrounding businesses.





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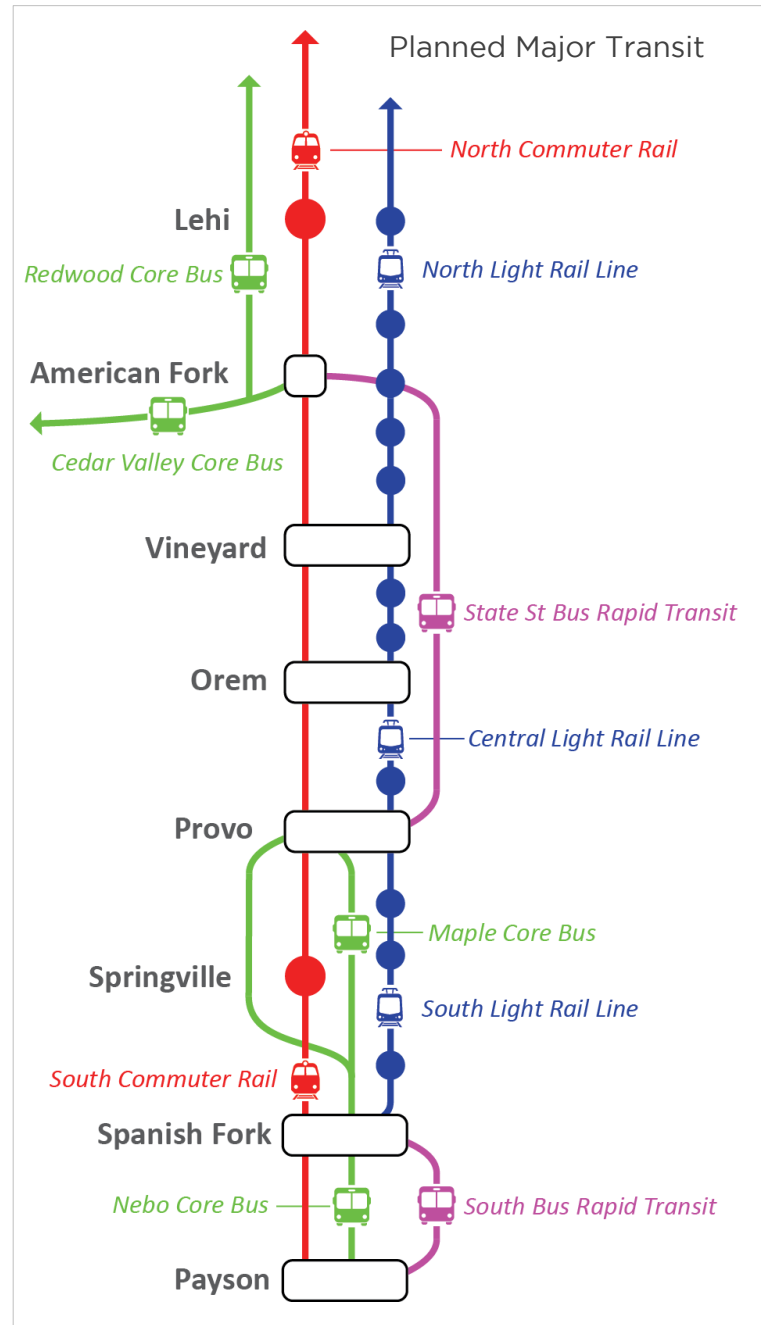
Create A Robust Regional Transit Network



GOAL 3 CREATE A ROBUST REGIONAL TRANSIT NETWORK

Currently, transit in Utah County is evolving. The bus system currently serves with both coverage and frequency in the Provo and Orem areas with less service in the north and south county. Low-density residential in the north and south areas and a lack of clustered job centers makes transit less efficient and underutilized. Future growth plans, especially in the north and west areas of the county, should provide for better efficiencies.

TransPlan50 shows two scenarios for transit, when service is warranted and when, with current funding projections, can service be added. The Utah State Legislature created a new funding account for transit called the Transit Transportation Investment Fund in 2018. This is the first time in Utah history that the state has allocated funding toward transit (all county and federal funding in the past). The only other funding sources include federal funds, local county funds, and fare collection. Even with this additional funding an assuming for federal and county funds to trend upward, funding for major rail expansion into Utah County is lacking. As the county continues



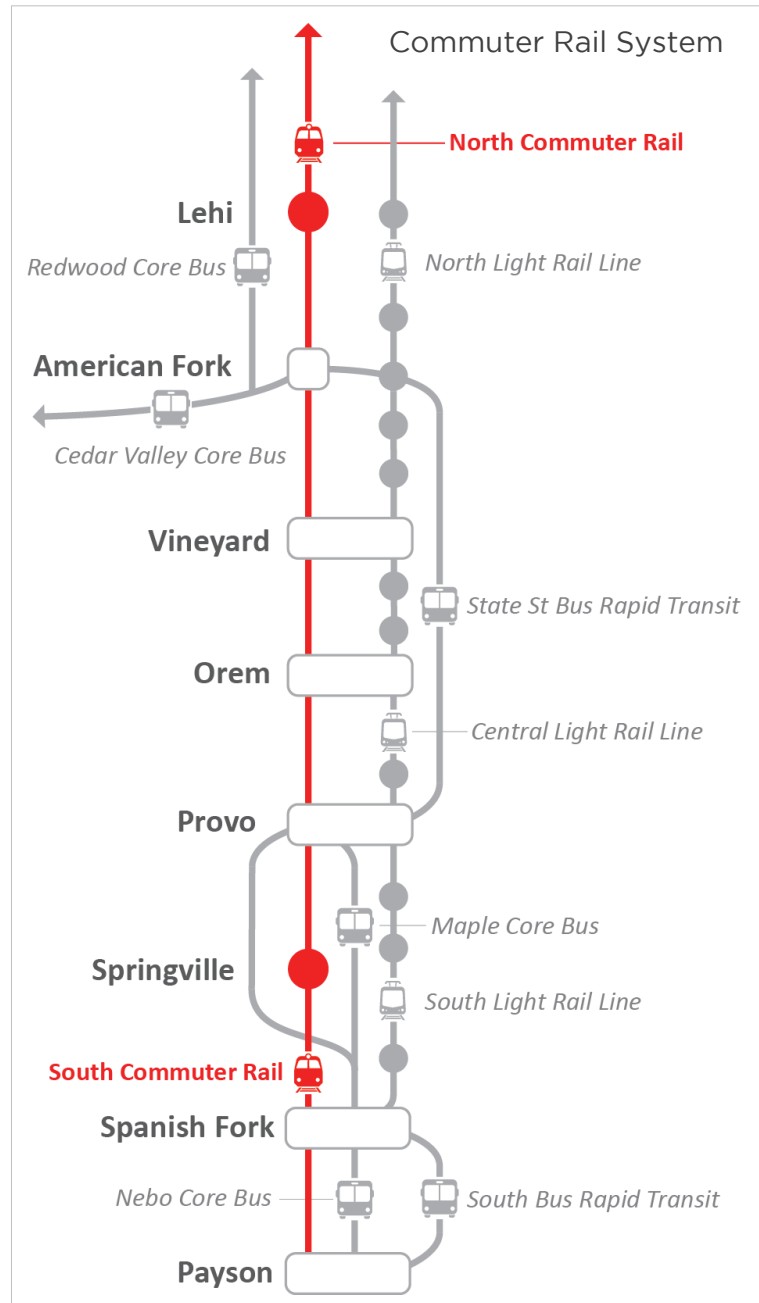


to grow and densify, further discussion of how to fund a regional rail system will need to occur.

Commuter Rail: The FrontRunner Commuter Rail line was constructed initially between Ogden and Salt Lake City and opened for passenger service in 2008. Service between Salt Lake City and Provo later opened 2012. This 40-mile rail extension has added a secure transit backbone to Utah County. It currently carries over 10,000 riders a day and a half hour service most of the day.

TransPlan50 proposes constructing a double track system (currently most sections are single track) to allow for more frequent service. The plan also proposes an expansion of the system to the south county with stops in Springville, Spanish Fork, and Payson. A new station is proposed in Vineyard and is currently funded and planned to be opened in 2020. Another proposal in the future is

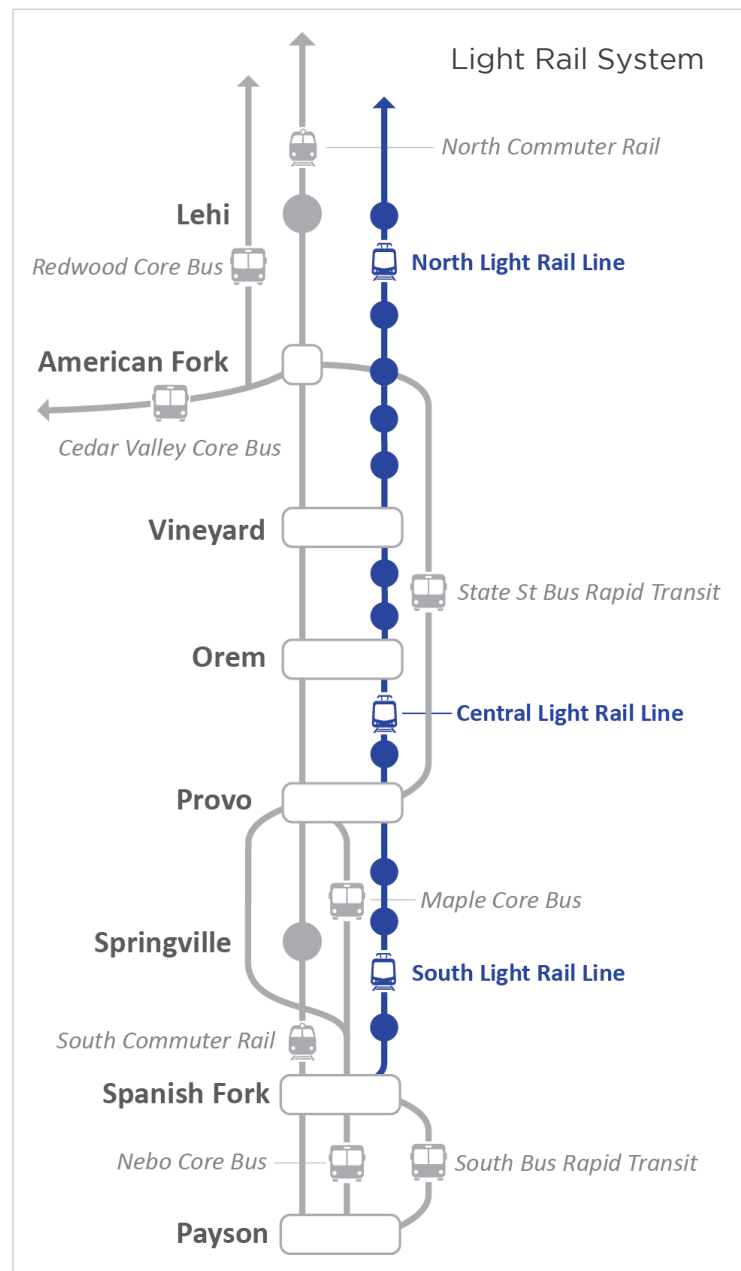
electrifying the system and retiring the diesel trains. Electrification is cleaner for the environment, and the trains are faster, improving efficiency.





Light Rail: The Trax Light Rail System in Salt Lake County is a success, carrying over 100,000 people per day. Rail service can work well for Utah County with its linear development patterns (the narrow-developed area between lake and mountains) and planned denser population and job centers. In most cases, light rail can evolve from a bus-type service converting over to rail in the future.

Of note is the difference between light rail and commuter rail service. Both would parallel each other in Orem, both services carry different types of trips. Commuter rail is for long-distance trips such as Provo to Salt Lake City. Commuter rail stops every five to 7 miles taking longer to stop and start than light rail. Light rail is for shorter intra-county trips such as Orem to Lehi. It has frequent stops (usually a mile apart) and is quicker at stopping and starting. TransPlan50 proposes three light rail lines.



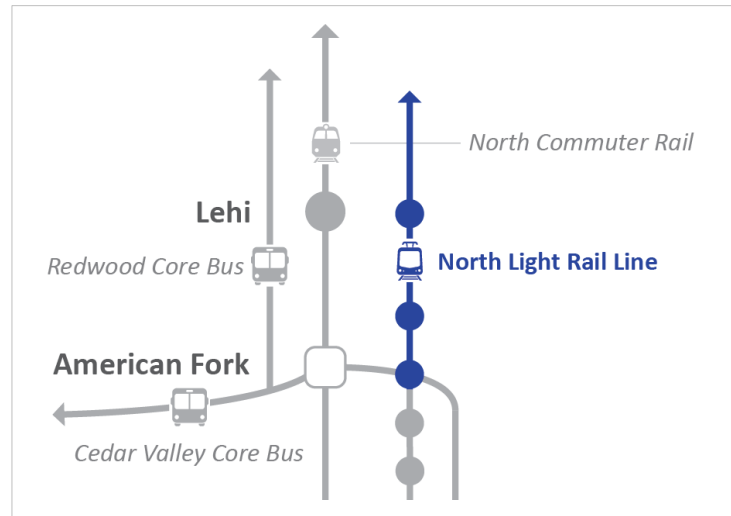
North Light Rail Line - Lehi to American Fork: This line uses a mixture of current rail and new connecting the high growth and high use areas the north and west county



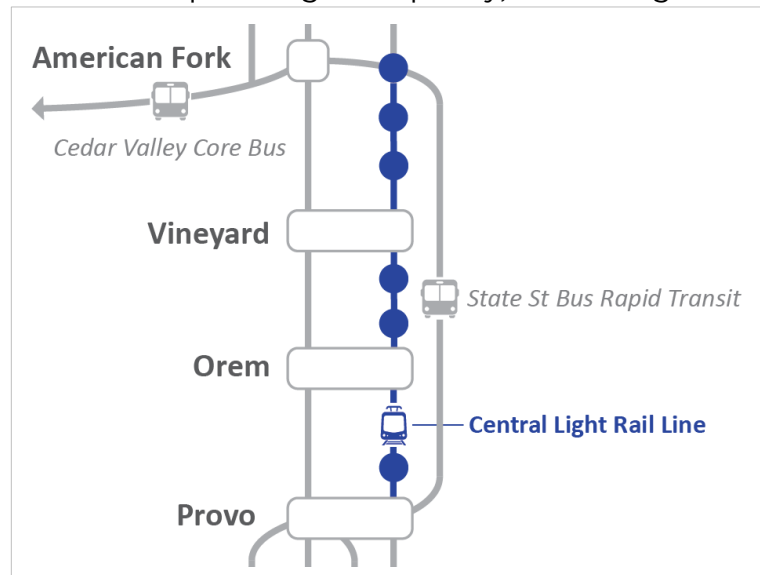


and Thanksgiving Point into Salt Lake County. This route would be an extension of the current Blue Line that ends in Draper.

There are proposals in Salt Lake County to realign the Draper portion of the Blue Line from the east side of the city to the west closer to I-15, connecting to the future prison site development, and back across the freeway near the county line. Further study will also be done on its alignment through Orem near UVU. This line is warranted within the next ten years, current funding limitations limit its construction out 20 years, and only from Draper to Lehi.



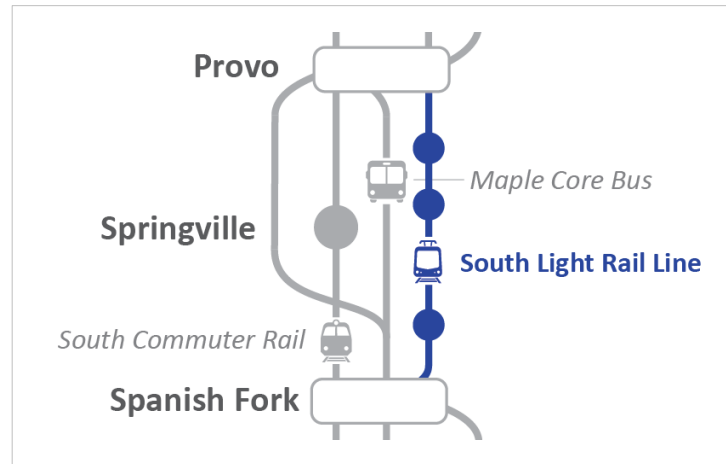
Central Light Rail Line - American Fork to Orem: This line would extent light rail southward to Provo, converting the current Utah Valley Express (UVX) bus rapid transit line into light rail. The only deviation from the current UVX line staying on University Avenue rather than diverting to 900 E. Because BRT buses have lower capacity than a light rail, and future demand requires higher capacity, without light rail as proposed north and south of UVX, there would be a gap in the system. Further study will determine if the Blue Line will extend to Orem or if a break in the line (transfer from the Blue to a new line) will occur. This project is warranted in the next 20 years, although funding beyond today's assumptions would have to be identified.



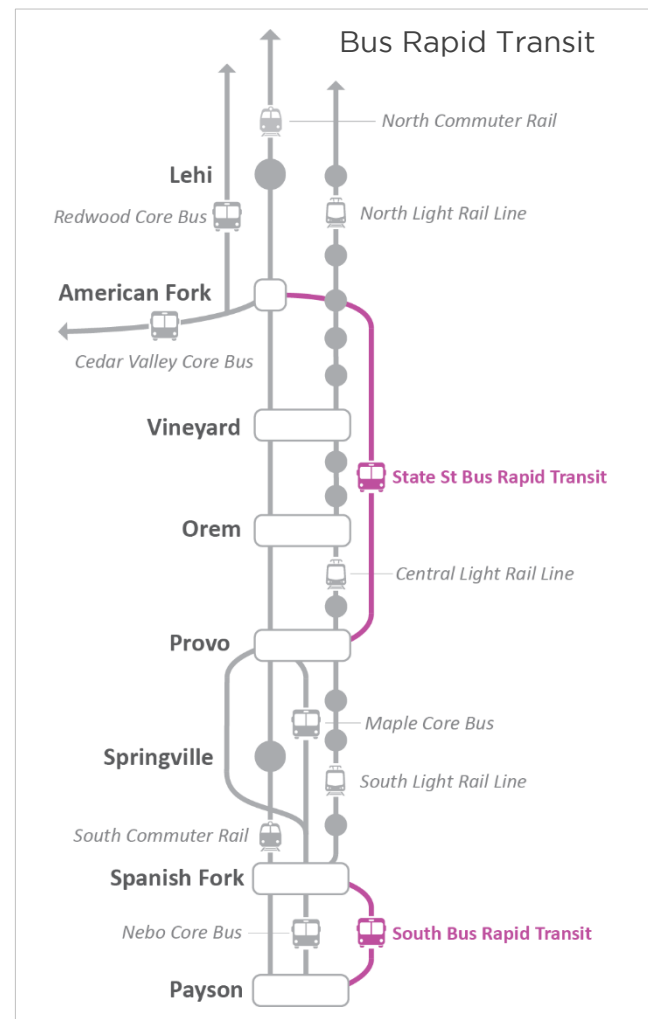


South Light Rail Line - Provo to

Spanish Fork: Nearing the end of the plan, light rail is warranted between Provo and Spanish Fork. A specific alignment is not proposed in the plan and will require further study. Though warranted by 2050, current funding assumptions do not account for constructing this line due to lack of funding.



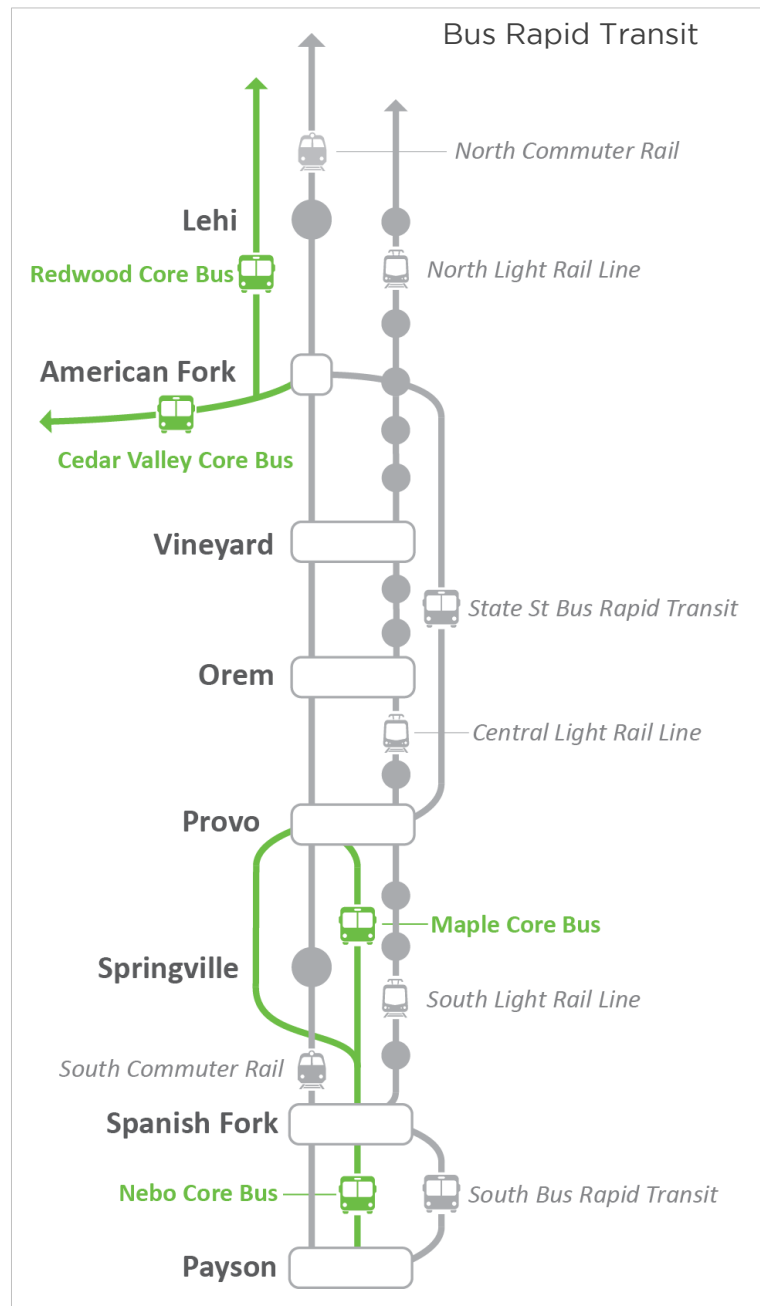
Bus Rapid Transit: The Utah Valley Express or UVX is a bus rapid transit (BRT) system completed in 2018 connecting the most densely populated areas of Provo and Orem. The system opened successfully with average daily ridership near 10,000 surpassing by three times what the previous bus route did. The system has dedicated stations, high frequency of service, dedicated bus lanes, and large accordion-style buses with high capacity. Part of this success is having the density of two universities on the line and offering free transit passes to students and faculty. A grant has allowed for the service to be free to all riders for the first three years, with discussions of extending this.





Two bus rapid transit lines are proposed within TransPlan50. Most likely, the next corridor to have BRT would be the State Street corridor between Provo and the north county. Other planned service includes a line between Payson and Spanish Fork tying into the proposed South Light Rail Line between Orem and Spanish Fork. Most of the light rail lines proposed in the plan could potentially start off as BRT.

Core Bus Routes: Core bus routes act similarly to bus rapid transit in frequency but generally share lanes with vehicle traffic and do not have dedicated stations. Routes are planned between Eagle Mountain and American Fork (Cedar Valley CB), Saratoga Springs into Salt Lake County (Redwood CB), Spanish Fork to Provo (Maple CB), and Payson to Provo (Nebo CB). These types of routes could be the pre-cursor to bus rapid transit or light rail service.





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2019-2050 REGIONAL TRANSPORTATION PLAN

Build a Regionally Connected Active Transportation System





Utah County has over 200 miles of paved multi-use trails and 50 miles of regional bike facilities. Utah County leaders have placed a high emphasis on Active Transportation. Many regional facilities have been funded and TransPlan50 plans for many more. Because of our leadership, Utah County is well ahead of Salt Lake County in Active Transportation facilities.

BUILD A REGIONALLY CONNECTED ACTIVE TRANSPORTATION SYSTEM

Utah County leaders have acknowledged non-motorized transportation as an integral part of improving air quality, reducing congestion, and reducing travel costs. While major highway and transit facility construction consumes the vast majority of transportation dollars, bicycle and pedestrian access are low-cost and low-impact improvements to a truly multi-modal transportation system. Initial construction costs are low, especially where facilities are included in the design and construction of highway projects, typically less than 5% of the roadway project costs. The goal of the ped/bike system is to reduce vehicle trips and mitigate traffic congestion. During 2014, the MPO documented 2.2 million user trips on nine regional urban trails.

As Utah County continues to grow and urbanize, the need and demand for multi-use paths, neighborhood connections, on-street bike lanes, sidewalks, and pedestrian-friendly development increases. Walking and biking are viable alternatives to driving for short trips, typically under two miles. For longer trips, connections to transit are vital.

TransPlan50 identifies a network that connects population and employment centers, based on projected densities through 2050. One tool that planners have to help locate where regional trails are needed is the Active Transportation Latent Demand Model. This model uses population and employment densities, land use, demographic indicators, and proximity to schools, parks, transit and existing facilities to show where higher ped/bike uses are anticipated. Active Transportation projects proposed in TransPlan50 are based mainly on adopted municipal bike/ped plans.





Regional Trails: The Murdock Canal Trail spans over 20 miles from Lehi to Orem, it is over 15 feet wide, and has only a slight elevation gain. It is wildly popular with between 3000 and 5000 persons using it per day. Other trails that make up our regional backbone include:

- Provo River Parkway Rail traversing Provo from Utah Lake up into Provo Canyon
- The College Connector Trail along University Parkway
- Mapleton Lateral Canal Trail
- Spanish Fork River Trail
- Utah Lakeshore Trail
- Historic Southern Rail Trail in Lehi
- Jordan River Trail connecting into Salt Lake County
- Pony Express Trail connecting Eagle Mountain and Saratoga Springs
- Lindon Heritage Trail connecting the Bonneville Shoreline Trail in the eastern foothills to Utah Lake
- SR 52 Trail connecting Provo Canyon to Geneva Road
- Provo Westside Connector Trail
- Hobble Creek Trail, Springville



These trails constitute, along with multiple standard and buffered bike lanes, the primary backbone for the valley active transportation system totaling over 80 miles. In 2018 the MPO documented 1.6 million user trips on this backbone system. The MPO has funded pedestrian/ bicycle plans for many jurisdictions. These plans help to





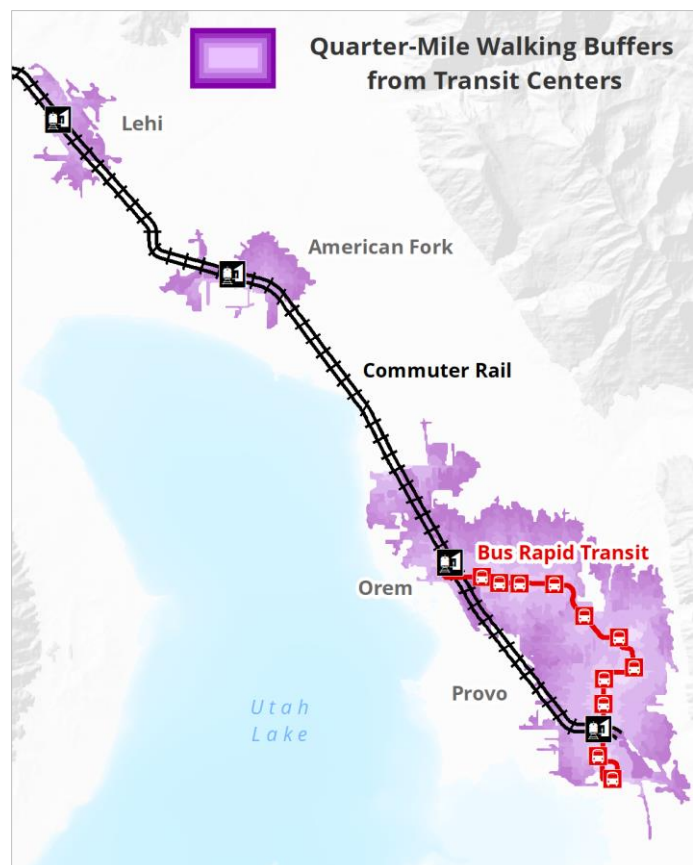
develop an interconnected network of both on-street and off-road facilities to enhance highway and transit.

Next Steps: Improvements to the on-street Active Transportation system such as buffered and protected bike lanes are underway and are planned to continue. These attract a wider audience of commuter and casual riders as users feel more protected and comfortable.

Active Transportation and Transit complement and reinforce each other. Safe and inviting bicycle and pedestrian facilities that connect directly to transit increases the geographic range of biking and walking from local, under 1-mile trips, out to the reach of the transit system. Commuting without a car from home in Provo to work in downtown Salt Lake City becomes convenient and doable.

Staff conducted a network analysis of all the stations for FrontRunner and for UVX to understand where connections and gaps between AT facilities and fixed transit centers existed. Filling those gaps has become a significant component of TransPlan50 project selection.

Also, developing technologies and businesses centered on 'Micro-Mobility' such as shared electric scooters and bicycles may significantly increase the market for active transportation, especially when paired with transit. It is vital that both systems design for flexibility in accommodating these and others, not yet understood opportunities.





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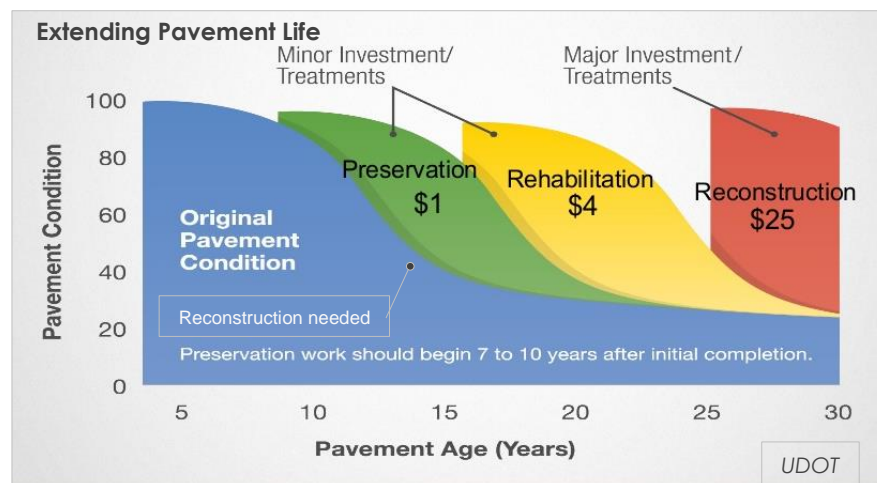
Preserve What We Have





Good Roads Cost Less

UDOT manages and preserves over 16,000 highway lane miles across the state, from multi-lane urban interstates to rural two-lane roads. State roads comprise most of the major highways and carry about 75 percent of all traffic. UDOT's philosophy, "Good Roads Cost Less," means that lower cost preservation and rehabilitation projects in the near-term delay more costly reconstruction. However, there is a deficit statewide in preservation funding. It is estimated that UDOT will have the adequate funding needed to preserve roads within Utah County, but will require an additional \$93 million annually for statewide preservation needs. The local jurisdictions of Utah County require \$6 million more annually to keep up on preservation needs, whereas the state needs \$112 million more annually.



Highway System Preservation

By the year 2050, the grid network of highways, transit, pedestrian, and bikeways will evolve into an urban transportation network. Proper maintenance and preservation can maximize the useful life and effectiveness of the transportation infrastructure. Employing travel demand techniques like ridesharing, telecommuting, and active transportation limits wear and tear by reducing the number of vehicles using the system.

Upkeep of highway pavement provides public infrastructure that is efficient and long-lasting. One of the best ways to accomplish this is through a Pavement





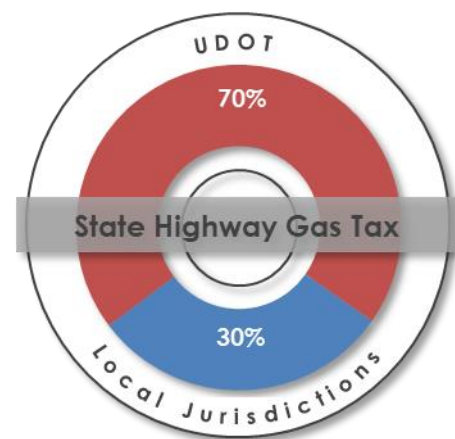
Management program. Maintaining pavement on an extensive regional highway system involves complex decisions about when to schedule resurfacing projects or when to apply other treatments to keep the highway performing, UDOT and most local jurisdictions employ many techniques to maintain their roadways in good condition, and such efforts represent one of the most substantial investments the transportation system.

Local Road Preservation

Preservation needs for local roads are harder to predict due to varying local needs, priorities, and many of the smaller localities not having the staff or means to collect data. The Utah Foundation surveyed Utah's cities and counties to gain a better understanding of local roads, and what these entities would like to see in their transportation network in the future. Many respondents expressed a desire to increase funding to achieve better maintenance and build additional features for pedestrian and bike users. Of the survey's findings, common threads emerged regarding local roads and their contribution to the quality of life. Adequate road capacity to handle traffic demands in urban areas was cited as a critical component of economic development, while better maintenance was a top reason for cost savings among all survey respondents.

Today 30% of the state gas tax goes to cities and counties for road maintenance. It is estimated that this tax covers only a third of local maintenance needs. This means the remaining funds must be made up through city general funds or other means, or that projects are delayed.

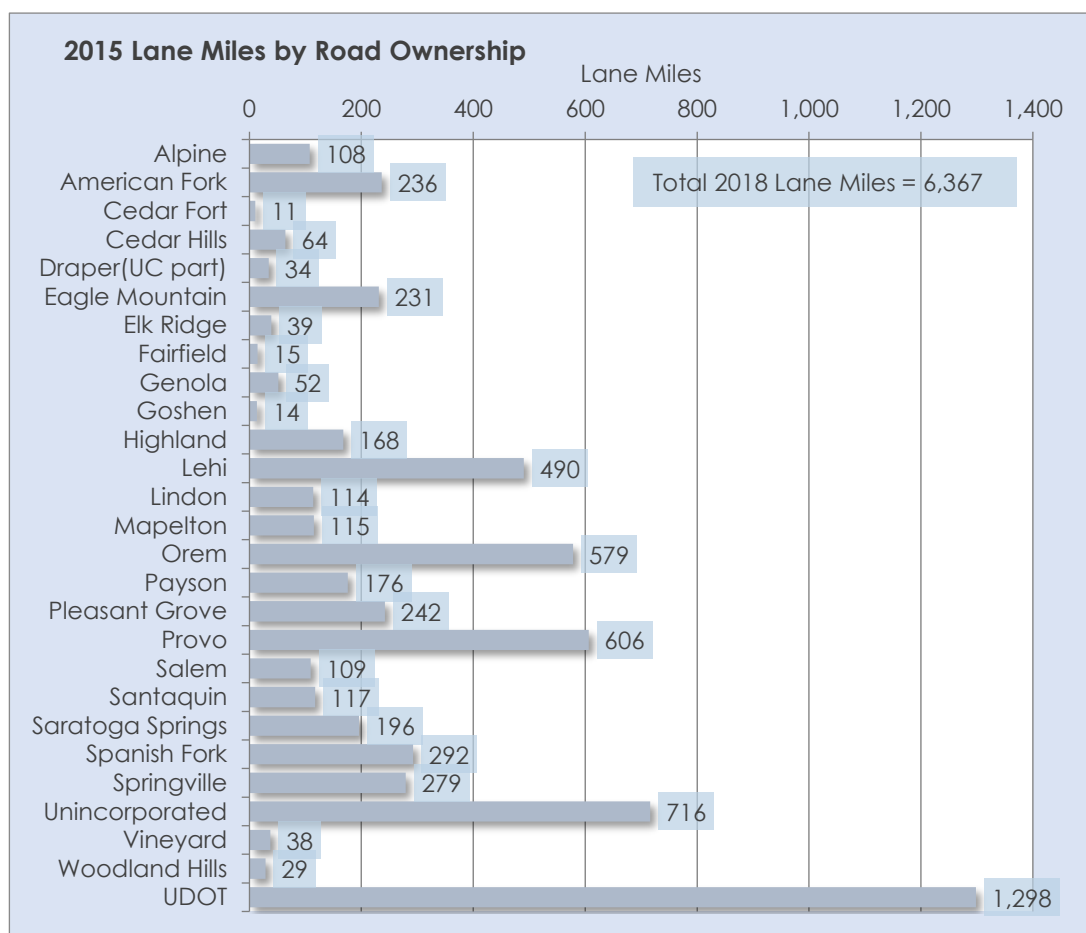
Over 75 percent of Utah roads are under local jurisdiction, and nearly 25 percent of vehicle miles traveled are on local roads, connecting Utahns with their communities, the region, and the interstate highway system. Local connections provide a framework on which cities and counties grow – with roadways being one of the longest lasting pieces of infrastructure that a community will build.





Area Highway Network

There are over 6,000 miles of roads in Utah County. Different routes serve different functions. Most travelers start a trip on a local street and work up to a collector road, to an arterial highway, on to a freeway. Local roads serve access to property and are usually the slower, less used roads. Freeways and arterials have limited access, which helps preserve higher speeds and traffic flow. Municipalities start with a grid network of local roads; the county and state highways create regional connections. The new projects in the last five years have begun the transformation of the regional transportation system from a rural to an urban network. There is still much to do, especially in the far north and south as they develop. Moreover, it all ties into the I-15 Freeway, like tributaries flowing into a large river. Forecasted population growth will place enormous demands on the transportation system.





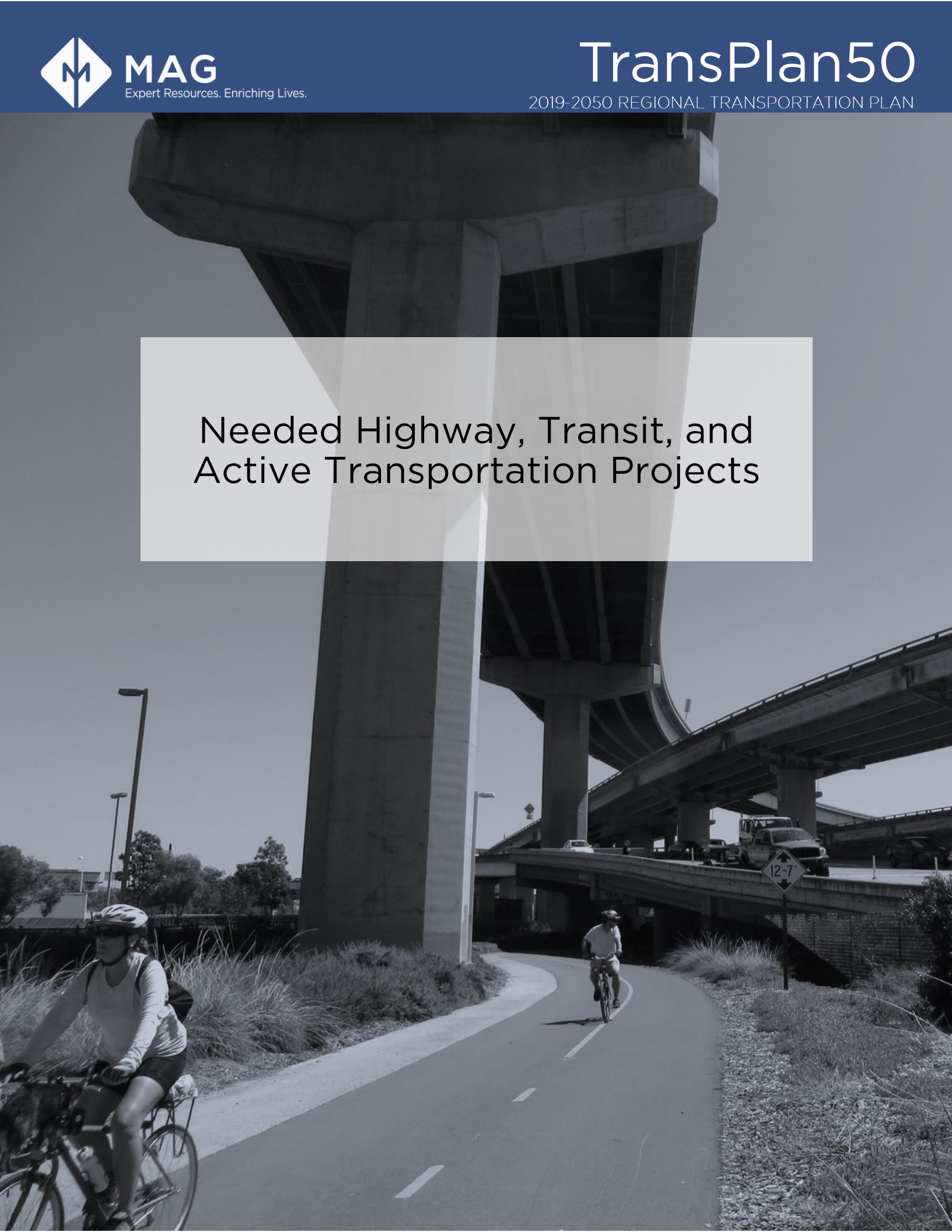
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2019-2050 REGIONAL TRANSPORTATION PLAN

Needed Highway, Transit, and Active Transportation Projects



Highways

TransPlan50

Regional Transportation Plan
2019-2050 Plan for the Provo/Orem
Metropolitan Area

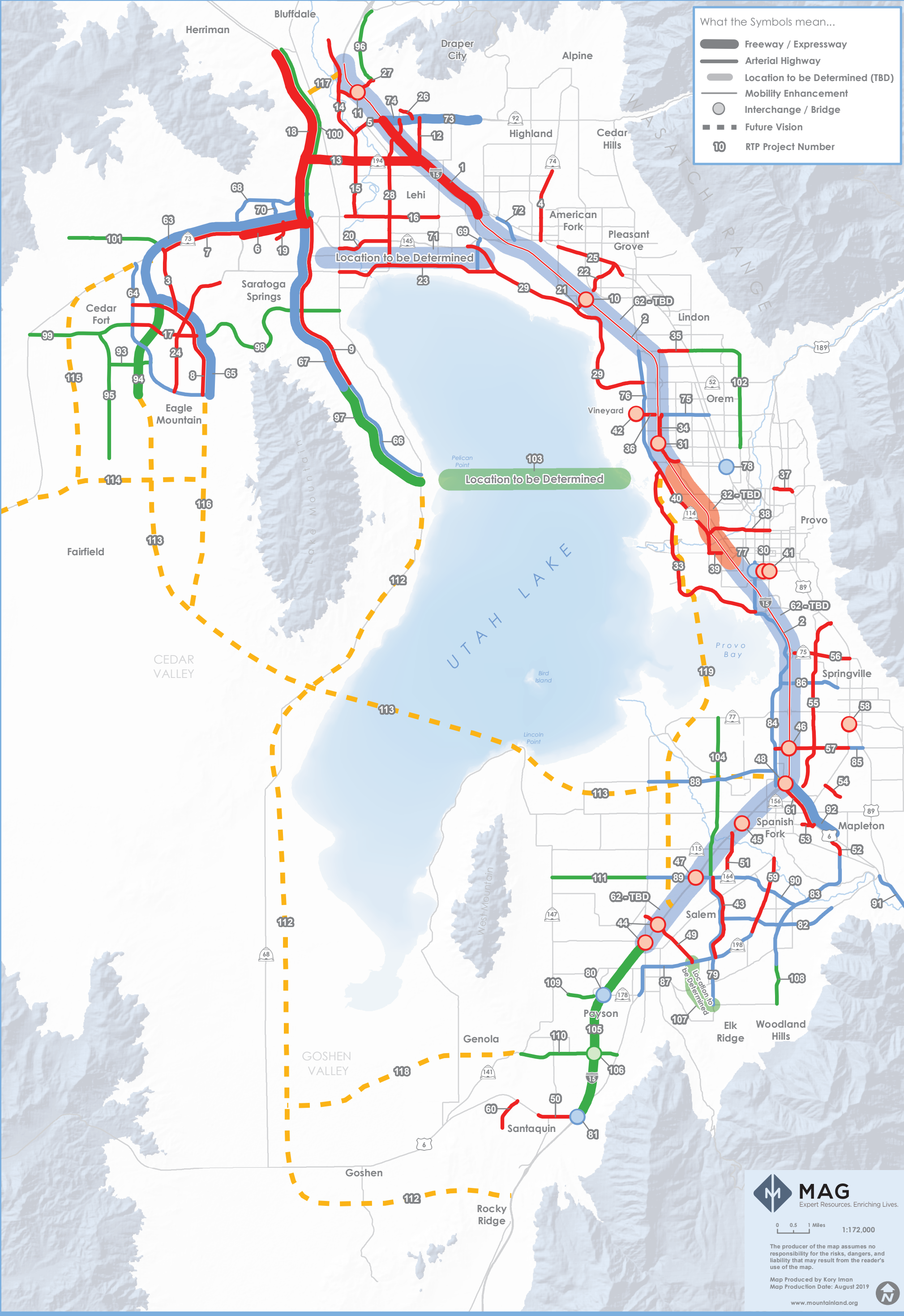
2019-30
Phase 1

2031-40
Phase 2

2041-50
Phase 3

Future
Vision

Modeled Need Phase of Construction



| Map ID | Project Name | Cost | Map ID | Project Name | Cost | Map ID | Project Name | Cost |
|----------------------|---|----------|----------------------|---|----------|----------------------|--|----------|
| Phase 1: 2019-2030 | | | South Projects | | | 83 | Spanish Fork 2300 E/Nebo Belt RD Spanish Fork 2550 E to Salem 600 S New 5 lane road | \$37.9M |
| County-wide Projects | | | 43 | Elk Ridge DR UC 8000 S to SR-198 New 3 lane road | \$12.3M | 84 | Spanish Fork Main ST/Provo 500 W Spanish Fork 1400 N to Provo 300 S New and widen to 5 lanes | \$56.7M |
| 1 | I-15 Freeway Timpanogos HWY to Lehi Main ST Reconstruction and Widen | \$415M | 44 | I-15/Payson Main ST/Nebo Belt RD Interchange New interchange | \$96M | 85 | Springville 1600 S SR-51 to US-89 New 5 lane road | \$39.8M |
| 2 | I-15 Freeway US-6 to Salt Lake County Operational Improvments | \$84M | 45 | I-15/Spanish Fork Center ST Interchange New interchange | \$60M | 86 | Springville 500 N Springville 2250 W to Springville 400 W New and widen to 3 lanes | \$25.5M |
| North Projects | | | 46 | I-15/Springville 1600 S Interchange New interchange | \$50M | 87 | SR-198 Salem 400 N to Payson 800 S Widen to 5 lanes | \$19M |
| 3 | Airport RD Cory Wride HWY to East Expressway New 5 lane road | \$15.3M | 47 | I-15/UC 8000 S Interchange Reconstruction | \$40M | 88 | UC 5600 S/Spanish Fork 1900 N UC 3200 W to Spanish Fork Main ST New and widen to 3 lanes | \$20.2M |
| 4 | American Fork 100 E/Alpine HWY State ST to Canal BLVD, Highland Widen to 5 lanes | \$15.2M | 48 | I-15/US6 Interchange Interchange improvements | \$18M | 89 | UC 8000 S I-15 to UC 3200 W Widen to 5 lanes | \$7.5M |
| 5 | Clubhouse DR I-15 to Lehi 3600 W New and widen to 5 lanes | \$29.6M | 49 | Nebo Belt RD Payson Main ST to SR-198 New 5 lane road | \$62.5M | 90 | UC 8000 S/Woodland Hills DR I-15 to Nebo Belt RD New and widen to 5 lanes | \$21M |
| 6 | Cory Wride FWY Mountain View Corridor to Ranches PKWY New freeway, frontage roads | \$400M | 50 | Santaquin Main ST US-6 I-15 to Santaquin 500 W Widen to 5 lanes | \$9.9M | 91 | US-6 Powerhouse RD up canyon Widen to 5 lanes | \$16.9M |
| 7 | Cory Wride HWY Ranches PKWY to Airport RD Widen to 5 lanes | \$6.4M | 51 | Spanish Fork 1550 W UC 8000 S to I-15 New and widen to 3 lanes | \$18.7M | 92 | US-6 FWY I-15 to Spanish Fork 2300 E Convert to freeway | \$93.6M |
| 8 | East Expressway Eagle Mountain BLVD to Eagle Mountain BLVD New 3 lane road | \$26.6M | 52 | Spanish Fork 2000 E US-6 to Canyon RD SR-198 New 5 lane road | \$7.1M | Phase 3: 2041-2050 | | |
| 9 | Foothill BLVD Cory Wride FWY to Stillwater DR New 3 lane road | \$46M | 53 | Spanish Fork Center ST Spanish Fork 900 E to US-6 Widen Fork 5 lanes | \$4.1M | North Projects | | |
| 10 | I-15/PG BLVD Interchange Interchange improvements | \$85M | 54 | Spanish Fork PKWY Mapleton Slant RD to SR-51 New 3 lane road | \$0.9M | 93 | Aviator AVE Eagle Mountain BLVD to Cedar Fort RD New 3 lane road | \$5.1M |
| 11 | I-15/Traverse Mtn BLVD Interchange New Interchange-Frontage Roads | \$146.9M | 55 | Springville 1200 W/Canyon Creek PKWY Market Place DR to US-89 New 5 lane road | \$81.7M | 94 | Cedar Valley FWY East Expressway to UC 4000 N New freeway | \$103.2M |
| 12 | Lehi 1200 W I-15 to Timpanogos HWY Widen to 5 lanes | \$6.6M | 56 | Springville 1400 N SR-75 I-15 to Springville Main ST US-89 Widen to 5 lanes | \$49.3M | 95 | Central Valley RD UC 2400 N to Mid Valley RD New 3 lane road | \$10.6M |
| 13 | Lehi 2100 N FWY SR-194 Mountain View Corridor to I-15 New freeway | \$311M | 57 | Springville 1600 S/Spanish Fork 2700 N Spanish Fork Main ST to SR-51 Widen to 5 lanes | \$42.9M | 96 | Draper Gravel Pit RD Traverse Mtn BLVD to Salt Lake County New 5 lane road | \$4.4M |
| 14 | Lehi 3600 W/Point of the Mountain Connector Lehi 2600 N to Salt Lake County New 5 lane road | \$32.8M | 58 | Springville Main ST/US-89 Interchange Reconstruction | \$18M | 97 | Foothill FWY Stillwater DR to Redwood RD Convert to freeway | \$175.3M |
| 15 | Lehi 3600 West Lehi Main ST to Clubhouse DR New and widen to 5 lanes | \$16M | 59 | SR-198 Arrowhead Trail to Salem 400 N Widen to 5 lanes | \$17.8M | 98 | Hidden Valley RD East Expressway to Redwood RD New 5 lane road | \$34.8M |
| 16 | Lehi Main ST Commerce DR to Lehi 500 W Widen to 5 lanes | \$30.5M | 60 | Summit Ridge PKWY US-6 to Stone Hollow DR New 3 lane road | \$6.1M | 99 | Mid Valley RD Eagle Mountain BLVD to Cedar Fort RD New 3 lane road | \$6.8M |
| 17 | Mid Valley RD Eagle Mountain BLVD to East Expressway New 3 lane road | \$4.4M | 61 | US-6 I-15 to Spanish Fork Center ST Widen to 7 lanes | \$5.5M | 100 | Mountain View FWY Cory Wride HWY to Porter Rockwell Pkwy Widen to 8 Lanes | \$74.4M |
| 18 | Mountain View FWY Cory Wride HWY to Porter Rockwell PKWY New freeway | \$250.9M | Phase 2: 2031-2040 | | | 101 | UC 8000 N Cedar Fort RD to UC 17200 W New 3 lane road | \$19.5M |
| 19 | Mt. Saratoga BLVD Talus Ridge RD to Cory Wride FWY New 3 lane road | \$2.6M | County-wide Projects | | | Central Projects | | |
| 20 | Pioneer Crossing Redwood RD to Lehi 2300 W Widen to 6 lanes | \$5.9M | 62 | I-15/Alternatives Payton to Salt Lake County Add capacity (location TBD) | \$1.8B | 102 | Orem 800 E/Orem 1600 N Orem State ST to Orem 800 S Widen to 5 lanes | \$42.9M |
| 21 | Pleasant Grove BLVD Vineyard Connector to I-15 Widen to 5 lanes | \$8.6M | North Projects | | | 103 | Utah Lake Bridge Redwood RD to I-15 New freeway bridge (location TBD) | \$844.6M |
| 22 | Pleasant Grove BLVD North County BLVD to State ST Widen to 5 lanes | \$2.3M | 63 | Cory Wride FWY Ranches PKWY to East Expressway New freeway | \$86.4M | South Projects | | |
| 23 | Pony Express PKWY Redwood RD to Vineyard Connector New and widen to 5 lanes | \$107.5M | 64 | Eagle Mountain BLVD SR-73 to East Expressway Widen to 5 lanes | \$11.6M | 104 | Elk Ridge DR/UC 1450 W UC 8000 S to UC 4000 S New 3 lane road | \$50.5M |
| 24 | Pony Express PKWY Sandpiper RD to Eagle Mountain BLVD Widen to 5 lanes | \$10.1M | 65 | East Expressway Cedar Valley FWY to Eagle Mountain BLVD Widen to 5 lanes | \$9.8M | 105 | I-15 Freeway Payson Main ST to Santaquin Main ST Widen to 6 lanes | \$111.2M |
| 25 | State ST American Fork 500 W to Pleasant Grove 200 S Widen to 7 lanes | \$19.8M | 66 | Foothill BLVD Stillwater DR to Redwood RD New 4 lane road | \$48.5M | 106 | I-15/UC 12400 S Interchange New Interchange | \$40M |
| 26 | Traverse Mtn BLVD Timpanogos HWY to Triumph BLVD New 3 lane road | \$4M | 67 | Foothill FWY Cory Wride FWY to Stillwater DR New freeway | \$240.4M | 107 | Nebo Belt RD SR-198 to Elk Ridge DR New 3 lane road (location TBD) | \$10.9M |
| 27 | Traverse Mtn BLVD West Point Connector to East Point Connecotr New 5 lane road | \$19.8M | 68 | Harvest Hills BLVD Sunflower WAY to Spring Run DR New 3 lane road | \$7.2M | 108 | Nebo Belt RD Salem 600 S to Woodland Hills DR New 3 lane road | \$8.6M |
| 28 | Triumph BLDV/Lehi 2300 W Timpanogos HWY to Lehi 1900 S New and widen to 5 lanes | \$24.3M | 69 | Mill Pond RD Pioneer Crossing to Pony Express PKWY New and widen to 3 lanes | \$3M | 109 | Payson 800 S Payson 1700 W to UC 5200 W New 3 lane road | \$24.4M |
| 29 | Vineyard Connector Geneva RD to Pioneer Crossing New and widen to 5 lanes | \$83M | 70 | Mt. Saratoga BLVD Cory Wride FWY to Harvest Hills BLVD New 3 lane road | \$2.2M | 110 | UC 12400 S SR-198 to Mountain RD New and widen to 5 lanes | \$29.6M |
| Central Projects | | | 71 | North Lakeshore FWY Foothill FWY to I-15 New freeway (location TBD) | \$540.6M | 111 | UC 8000 S UC 3200 W to UC 5600 W New 3 lane road | \$26.5M |
| 30 | Freedom BLVD Provo 600 S RR Crossing New bridge | \$22M | 72 | State ST American Fork Main ST to American Fork 900 W Widen to 6 lanes | \$3.5M | Vision Projects | | |
| 31 | I-15/Orem 800 S Interchange New Interchange | \$130M | 73 | Timpanogos HWY Express Lanes Triumph BLVD to Lehi 1200 E Widen to 4 lanes | \$32.6M | County-wide Projects | | |
| 32 | I-15 Improvements Improvements to Freeway (location TBD) | \$130M | 74 | Timpanogos HWY Express Lanes I-15 to Triumph BLVD New connection to I-15 | \$35.4M | 112 | Saratoga Springs to Santaquin Proposed Freeway | |
| 33 | Lakeview PKWY/Geneva RD Provo 500 W to University PKWY New and widen to 5 lanes | \$42M | Central Projects | | | 113 | US-6 to Cedar Valley Proposed Freeway | |
| 34 | Orem 1200 W Sandhill RD to Orem Center ST Widen to 5 lanes | \$8.9M | 75 | Orem Center ST Orem 1200 W to State ST Widen to 7 lanes | \$10.8M | North Projects | | |
| 35 | Orem 1600 N Orem 1200 W to State ST Widen to 5 lanes | \$20.5M | 76 | Orem Geneva RD Orem 1600 N to University PKWY Widen to 7 Lanes | \$14.7M | 114 | Cedar Valley to Tooele County Proposed Highway | |
| 36 | Orem Center ST I-15 to Geneva RD Widen to 5 lanes | \$6.4M | 77 | Provo 500 W Provo 600 S RR Crossing New bridge | \$22M | 115 | Cedar Valley West Expressway Proposed Expressway | |
| 37 | Provo 2230 N Provo Canyon RD to Stadium AVE Widen to 5 lanes | \$6M | 78 | State ST/University PKWY Bridge New bridge | \$46.4M | 116 | East Expressway Proposed Expressway | |
| 38 | Provo 820 N Geneva RD to University AVE Widen to 5 lanes | \$47.8M | South Projects | | | 117 | Point of the Mountain Connector Proposed Freeway | |
| 39 | Provo Center ST Geneva RD to Provo 1600 W Widen to 5 lanes | \$8.5M | 79 | Elk Ridge DR UC 11200 S to UC 8000 S Widen to 5 lanes | \$8.6M | South Projects | | |
| 40 | Provo Geneva RD Provo Center ST to Lakeview PKWY Widen to 5 lanes | \$71.2M | 80 | I-15/Payson 800 S Interchange Reconstruction | \$40M | 118 | Santaquin to Elberta Proposed Freeway | |
| 41 | University AVE/Provo 600 S Replace UPRR Bridge | \$27.5M | 81 | I-15/Santaquin Main ST Interchange Reconstruction | \$40M | 119 | South Wasatch Corridor Proposed Provo Bay crossing between Provo and Payson | |
| 42 | Vineyard Center ST RR Bridge Vineyard Mill RD to Vineyard RD New bridge | \$8M | 82 | Salem 760 N Elk Ridge DR to Powerhouse RD New and widen to 3 lanes | \$9M | | | |

Transit

TransPlan50

Regional Transportation Plan
2019-2050 Plan for the Provo/Orem
Metropolitan Area

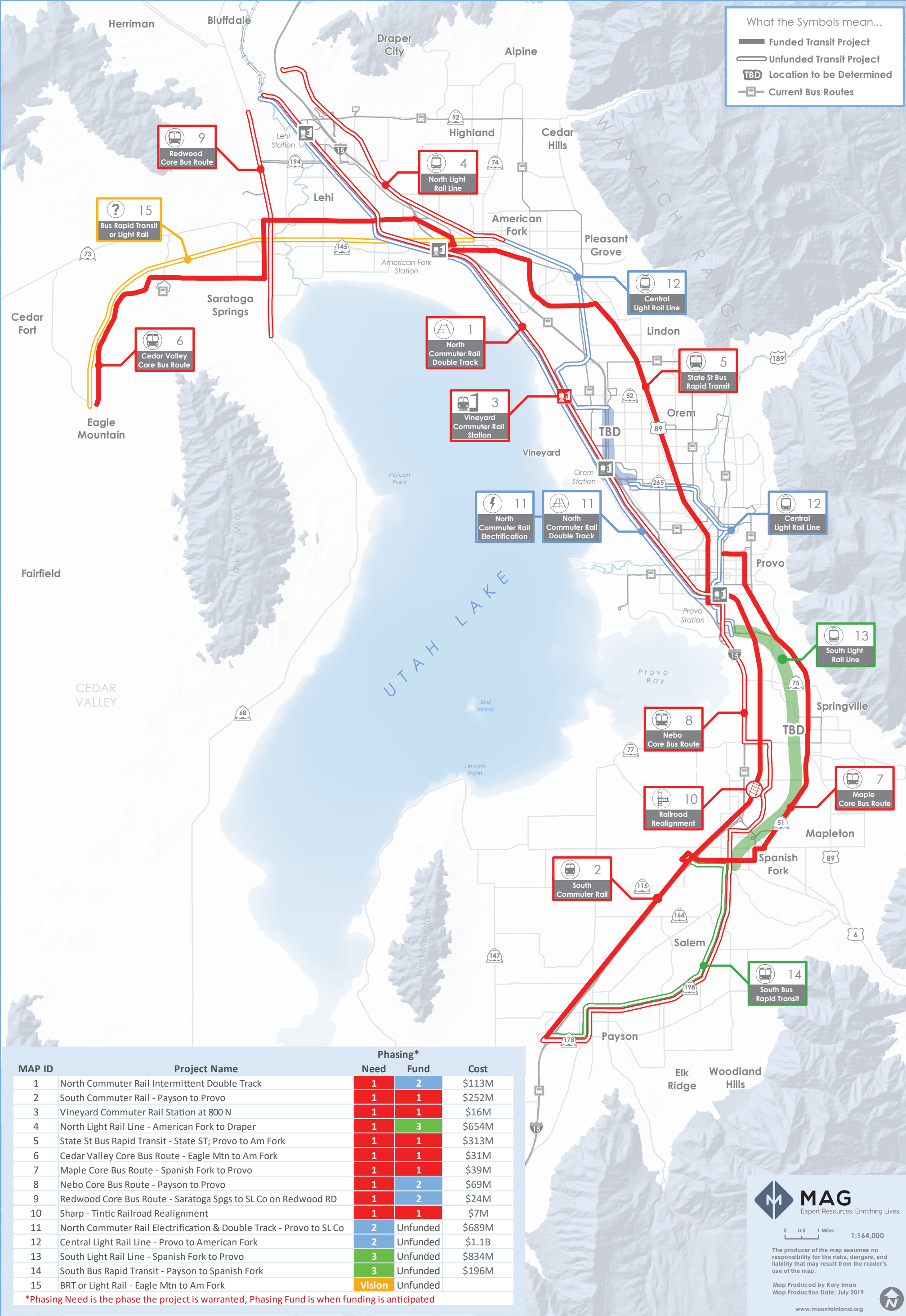
2019-30
Phase 1

2031-40
Phase 2

2041-50
Phase 3

Future
Vision

Modeled Need Phase of Construction



Bike/Ped TransPlan50

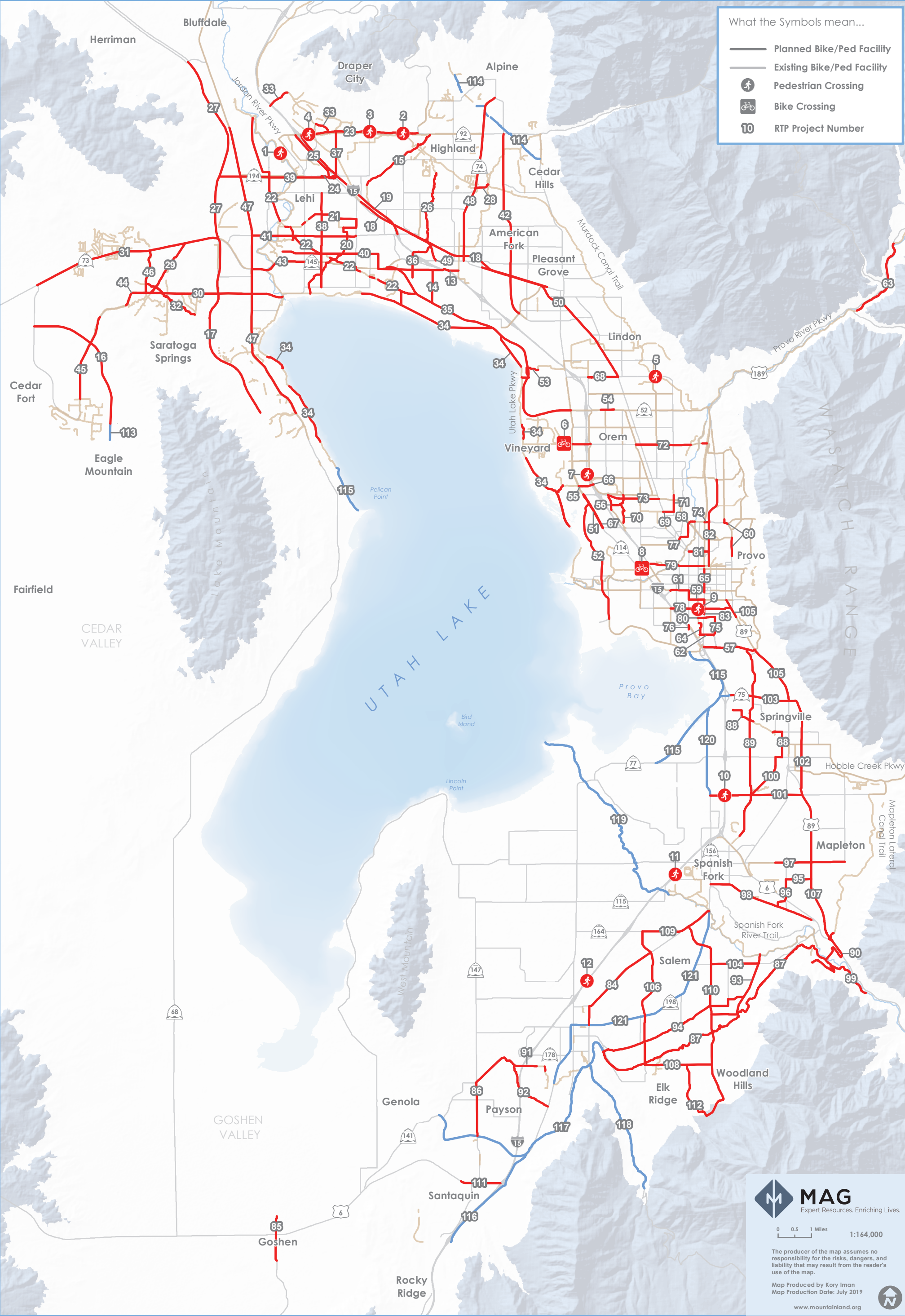
Regional Transportation Plan
2019-2050 Plan for the Provo/Orem
Metropolitan Area

2019-30
Phase 1

2031-40
Phase 2

2041-50
Phase 3

Future
Vision



| Map ID | Project Name | Associated with RTP Road Project | Cost |
|----------------------|---|-------------------------------------|-------------|
| Phase 1: 2019 - 2030 | | | |
| County-Wide Projects | | | |
| Bike/Ped Crossing | | | |
| 1 | Jordan River Trail - Pedestrian Bridge Crossing | | \$640,080 |
| 2 | Lehi SR-92 / 1200 E - Pedestrian Crossing | | |
| 3 | Lehi SR-92 / Center St - Pedestrian Crossing | | |
| 4 | SR-92 Pedestrian Bridge Crossing | | \$5,300,000 |
| 5 | Orem 1600 N / 400 E Roundabout & Pedestrian Crossing | | \$1,350,000 |
| 6 | Vineyard Center ST RR Bridge - Add Bike Lanes | * | \$650,000 |
| 7 | I-15/Orem 800 S - Add Multi-Use Path & Grade-Separated Crossing | * | |
| 8 | I-15/Provo Bike/Ped Crossing - Add Buffered Bike Lanes | * | |
| 9 | Freedom BLVD - Possible Bike/Ped Improvements | * | |
| 10 | I-15/Springville 1600 S Interchange - Add Grade-Separated Crossing | * | |
| 11 | I-15/Sp Fork Center ST Interchange - Add Grade-Separated Crossing | * | |
| 12 | I-15/Payson Main ST/Nebo RD Interchange - Add Grade-Separated Crossing | * | |
| North Projects | | | |
| Multiuse Pathways | | | |
| 13 | American Fork 200 S - Trail | | \$4,500,000 |
| 14 | American Fork 570 W - Trail | | \$985,000 |
| 15 | Dry Creek Trail - Lehi to Highland | | \$2,600,000 |
| 16 | East Expressway Trail | * | |
| 17 | Foothill Blvd Trail | * | |
| 18 | Historic Utah Southern RR Trail - Lehi to PG | | \$6,500,000 |
| 19 | I-15; Improvements at crossing & New Trail | * | |
| 20 | Lehi - Dry Creek South Trail | | \$3,500,000 |
| 21 | Lehi - Waste Ditch Trail | | \$1,700,000 |
| 22 | Lehi / American Fork - Power Line Trail | | \$7,400,000 |
| 23 | Lehi / Highland - SR-92 Trail | | \$3,100,000 |
| 24 | Lehi 2100 N / SR-194 - Trail | * | |
| 25 | Lehi I-15 Frontage Road - Trail | * | |
| 26 | Mitchell Hollow Trail | | \$2,400,000 |
| 27 | Mountain View Corridor - Trail & Buffered Bike Lanes | * | |
| 28 | Murdock Connector Trail - American Fork | | \$637,000 |
| 29 | Ranches Corridor Trail - Eagle Mountain | | \$1,850,000 |
| 30 | South Pony Express Pkwy Trail - Eagle Mtn / SSprings | | \$3,725,000 |
| 31 | SR-73 - Trail | * | |
| 32 | Tickville Trail - Eagle Mountain | | \$2,130,000 |
| 33 | Traverse Mtn Blvd Trail | * | \$1,200,000 |
| 34 | Utah Lakeshore Trail | | \$6,678,750 |
| 35 | Vineyard Connector - Trail & Buffered Bike Lanes | * | |
| Bike Facilities | | | |
| 36 | American Fork Meadows - Buffered Bike Lanes | | \$206,550 |
| 37 | Lehi 1200 W - Bike Lanes | * | |
| 38 | Lehi 1700 W - Cycle Track | | \$1,494,240 |
| 39 | Lehi 2100 N / SR-194 - Keep existing Bike/Ped Facilities | * | |
| 40 | Lehi 700 S - Cycle Track Connecting to 200 S American Fork | | \$2,059,200 |
| 41 | Lehi Main St - Buffered Bike Lanes | * | |
| 42 | North County Blvd - Buffered Bike Lanes | | |
| 43 | Pioneer Crossing - Coordinate alternative Bike/Ped improvements with Saratoga Spgs & Lehi | * | \$1,700,000 |
| 44 | Pony Express Pkwy - Bike Lanes / Cycle Track | | \$656,304 |
| 45 | Pony Express Pkwy - Buffered Bike Lanes | | \$382,500 |
| 46 | Ranches Pkwy - Bike Lanes / Cycle Track | | \$696,960 |
| 47 | SR-68 / Redwood Road - Buffered Bike Lanes | | |
| 48 | SR-74 - Buffered Bike Lanes | * | |
| 49 | State St / US-89; Lehi Buffered Bike Lanes | * | |
| 50 | US-89 / State St - Buffered Bike Lanes | | |
| Central Projects | | | |
| Multiuse Pathways | | | |
| 51 | Geneva Rd / SR-114 - Trail | | \$890,000 |
| 52 | Lakeview Pkwy Trail | * | |
| 53 | Lindon Heritage Trail | | \$440,000 |
| 54 | Orem 800 N Trail | | \$395,865 |
| 55 | Orem FrontRunner Station Trail - Geneva Rd to UVU Ped Bridge | | \$280,000 |
| 56 | Orem Sandhill Rd - Trail | | \$410,000 |
| 57 | Provo 1860 S - Trail | | \$1,580,000 |
| 58 | Provo 2230 N - Trail | | \$178,000 |
| 59 | Provo 500 W / 300 S - Trail | | \$750,000 |
| 60 | Provo 900 E - Trail | | \$770,000 |
| 61 | Provo Center St - Trail | | \$560,000 |
| 62 | Provo East Bay Blvd Trail | | \$425,000 |
| 63 | Provo River Pkwy Trail | | \$2,630,000 |
| 64 | Provo Towne Centre Trail | | \$420,000 |
| 65 | Provo University Ave / US-189 - Trail | | \$705,000 |
| 66 | UVU Pedestrian Bridge | | |

| Map ID | Project Name | Associated with RTP Road Project | Cost |
|----------------------|--|-------------------------------------|-------------|
| Central Projects | | | |
| Bike Facilities | | | |
| 67 | Geneva Rd / SR-114 - Bike Lanes | * | |
| 68 | Orem 1600 North - Buffered Bike Lanes | * | |
| 69 | Orem 1600 S - Bike Lanes | | \$33,000 |
| 70 | Orem 400 W / 1430 S - Bike Lanes | | \$130,000 |
| 71 | Orem 800 E - Bike Lanes | | \$50,000 |
| 72 | Orem Center St - Bike Lanes | | \$236,000 |
| 73 | Orem University Pkwy - Bike Lanes | | \$154,000 |
| 74 | Provo 2230 N - Bike Lanes | | \$14,000 |
| 75 | Provo 350 E - Bike Lanes | | \$55,000 |
| 76 | Provo 500 W - Bike Lanes | | \$12,700 |
| 77 | Provo 550 W - Bike Lanes | | \$84,000 |
| 78 | Provo 600 S - Bike Lanes and Trail | | \$1,980,000 |
| 79 | Provo 820 N - Buffered Bike Lanes | * | |
| 80 | Provo 900 S - Bike Lanes | | \$52,000 |
| 81 | Provo Bulldog Blvd - Protected Bike Lanes | | |
| 82 | Provo Canyon Rd - Bike Lanes and Trail | | \$2,900,000 |
| 83 | University Ave / US-189 - Bike Lanes | * | |
| South Projects | | | |
| Multiuse Pathways | | | |
| 84 | Arrowhead Trail Rd | | \$3,040,000 |
| 85 | Goshen Center St - Trail | | \$1,340,000 |
| 86 | Goshen Valley Rail Trail | | \$2,750,000 |
| 87 | Highline Canal Trail | | \$9,000,000 |
| 88 | Hobble Creek Trail - Springville | | \$1,900,000 |
| 89 | InterCity Connector Trail | | \$5,860,000 |
| 90 | Mapleton Lateral Canal Trail - Springville to Sp Fork | | \$1,460,000 |
| 91 | Payson South Trail | | \$1,220,000 |
| 92 | Payson Trail | | \$1,840,000 |
| 93 | Salem Trail | | \$2,730,000 |
| 94 | Salem Canal Rd Trail | | \$4,800,000 |
| 95 | Spanish Fork / Mapleton Trail | | \$760,000 |
| 96 | Spanish Fork 2550 E Trail | | \$1,000,000 |
| 97 | Spanish Fork 400 N Trail | | \$2,080,000 |
| 98 | Spanish Fork Canyon Rd - Trail | | \$3,260,000 |
| 99 | Spanish Fork Canyon Trail | | \$2,600,000 |
| 100 | Springville - Tintic Rails Trail | | \$1,650,000 |
| 101 | Springville 1600 S / Sp Fork 2700 N - Trail | * | |
| 102 | Springville 400 E Trail | | \$3,100,000 |
| 103 | SR-75 - Trail & Bridge | * | |
| 104 | UC 8800 S Trail | | \$1,430,000 |
| 105 | US-89 / State St - Trail | | \$2,480,000 |
| Bike Facilities | | | |
| 106 | Elk Ridge Dr; Salem - Buffered Bike Lanes | * | |
| 107 | Mapleton US-89 / 1600 W - Buffered Bike Lane | | \$688,500 |
| 108 | Salem Loop; 11200 S - Bike Lanes | | \$200,000 |
| 109 | Salem Loop; SR-164 - Bike Lanes | | \$220,000 |
| 110 | Salem Loop; Woodland Hills Dr - Bike Lanes | | \$453,000 |
| 111 | Santaquin Main St / US-6 - Extend existing Bike/Ped Facility | * | |
| 112 | Woodland Hills Trail | | \$3,750,000 |
| Phase 2: 2031 - 2040 | | | |
| North Projects | | | |
| Multiuse Pathways | | | |
| 113 | City Center Corridor Trail - Eagle Mountain | | \$495,000 |
| 114 | Powerline Trail | | \$3,200,000 |
| Central Projects | | | |
| Multiuse Pathways | | | |
| 115 | Utah Lakeshore Trail | | \$6,678,750 |
| South Projects | | | |
| Multiuse Pathways | | | |
| 116 | Highland Dr Trail - Santaquin | | \$3,550,000 |
| 117 | Highline Canal Trail | | \$9,000,000 |
| 118 | Payson Canyon Trail - Highline Canal to Four Bay | | \$4,350,000 |
| 119 | Spanish Fork River Trail - Spanish Fork | | \$7,230,000 |
| 120 | Springville 2600 W Trail | | \$2,700,000 |
| 121 | SR-198 Connector Trail | | \$8,100,000 |