

NOTICE AND AGENDA

Notice is hereby given that the City Council of the City of Santaquin will hold a City Council Meeting on Tuesday, October 1, 2019 in the Court Room, 275 W Main, upper level at 6:00 pm.

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION/INSPIRATIONAL THOUGHT**
- 4. DECLARATION OF ANY CONFLICT OF INTEREST**
- 5. CONSENT AGENDA**
 - a. Minutes:
 1. September 17, 2019 - Council Meeting Minutes
 - b. Bills:
 1. \$1,526,525.45
 - c. Consent Action Items:
 1. Out of State Training Request – John Bradley
 2. Out of State Training Request – Ryan Lind & Roger Beckman
 3. Acceptance of Right of Way (ROW) Dedication – Kellie Robbins
 4. Resolution 10-01-2019, “A Resolution Approving a Service Agreement with First Professional Service Corporation to Provide Fire/EMS Department Billing/Invoicing Services”
 5. Resolution 10-02-2019 “A Resolution Establishing the Voter Participation Map for Santaquin City to be Compliant with Utah State House Bill 119
- 6. PUBLIC FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS**
 - a. Volunteer of the Month Award – Waylon Pruitt
 - 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. Resolution 10-03-2019 “A Resolution in Support of the American Legion Auxiliary Post 84.”
 - b. Resolution 10-04-2019 “A Resolution Approving a Development Agreement with CJM Limited Liability Limited Partnership Regarding the Orchard Lane Commercial Development Area.”
 - c. Ordinance 10-01-2019 “An Ordinance Amending the General Plan of Santaquin City which updates the Moderate Income Housing Element and Circulation Element to be Compliant with Utah State Senate Bill 34”
- 10. CONVENE OF THE SANTAQUIN COMMUNITY DEVELOPMENT AGENCY BOARD**
- 11. CONVENE OF THE LOCAL BUILDING AUTHORITY OF SANTAQUIN CITY**
- 12. CONVENE OF THE SANTAQUIN WATER DISTRICT**
- 13. WORK MEETING**
 - a. Discussion Regarding the Ekins Annexation Petition
- 14. PETITIONS AND COMMUNICATIONS**
- 15. REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES**
 - a. City Manager Reeves
 - b. Community Development Director Bond
 - c. City Engineer Beagley
- 16. REPORTS BY MAYOR AND COUNCIL MEMBERS**
 - a. Council Members
 - b. Mayor Hunsaker
- 17. EXECUTIVE SESSION** (May be called to discuss the character, professional competence, or physical or mental health of an individual)
- 18. EXECUTIVE SESSION** (May be called to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property)
- 19. ADJOURNMENT**

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

CERTIFICATE OF MAILING/POSTING

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

BY: _____
K. Aaron Shirley, City Recorder



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

Council Members Attending: Mayor Kirk Hunsaker, Council Member Chelsea Rowley, Council Member Betsy Montoya, Council Member Lynn Meacham (attended electronically only for Resolution 10-04-2019 "A Resolution Approving a Development Agreement with CJM Limited Liability Limited Partnership Regarding the Orchard Lane Commercial Development Area"), and Council Member Nicholas Miller.

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

PLEDGE OF ALLEGIANCE

Led by Jake Kester

INVOCATION/INSPIRATIONAL THOUGHT

Bryan Mecham 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: September 17, 2019 – Council Meeting Minutes

Bills: \$1,526,525.45

Consent Action Items:

- Out of State Training Request – John Bradley
- Out of State Training Request – Ryan Lind & Roger Beckman
- Acceptance of Right of Way (ROW) Dedication – Kellie Robbins
- Resolution 10-01-2019, "A Resolution Approving a Service Agreement with First Professional Service Corporation to Provide Fire/EMS Department Billing/Invoicing Services"
- Resolution 10-02-2019 "A Resolution Establishing the Voter Participation Map for Santaquin City to be Compliant with Utah State House Bill 119"

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

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

Motion passes 3-0

PUBLIC FORUM, AWARD

Penny Reeves announced the Volunteer of the Month Award going to Waylon Pruitt and said:

"Waylon Pruitt is our Orchard Days Car Show Chairman and Volunteer of the Month for October 2019. He worked very hard to make sure that every detail was attended which makes the Car Show a fun family event for our community. He has chaired the event for the past three years. Each year he starts contacting the numerous sponsors in January and spends the next several months collecting the donations. The tangible donations are raffled off the day of the show, which generates additional proceeds. 100% of the proceeds are donated to charity each year. In 2018, the funds were given to the Make-A-Wish Foundation to help four children. This year the proceeds were given to the Primary Children's Hospital for four different families. His wife Heather helps him each year with the treasury duties and collecting donations. Waylon is a father of two children and has lived in Santaquin for about six years. Waylon stated that he volunteers to support the Car Show for the kids in the city to show them they can accomplish their dreams. Waylon is described by our Recreation employees as having a bottomless heart and great passion for the Car Show. Thank you Waylon for all your hard work to make the Car Show a success.

Waylon stated that he was grateful to the city and to his growing number of sponsors. His wife and kids push him to do these events and he is glad that he did.

Mayor Hunsaker presented the volunteer of the month of award to Waylon and his family.

The Payson-Santaquin Chamber of Commerce announced their Business of the Month is Mountain View Hospital who is very involved in the community. D'layne Bing accepted the award on behalf of Mountain View Hospital and said some words of appreciation. Their goal is to treat each one of their patients like a close family member. The culture in the hospital to have a positive impact upon their patients drives her to get up in the morning.

Future events in the Payson-Santaquin Chamber of Commerce include the October 9th, "One Step Forward" night to promote small businesses in the area and help residents in those communities to shop local.

Mayor Hunsaker presented the Payson-Santaquin Chamber of Commerce Business of the Month award to D'layne Bing on behalf of Mountain View Hospital in Payson.

BUSINESS LICENSES

Jason Bond talked about increases in residential units in 2019, which include 122 new single-family homes and 55 multi-family units. This represents an increase of 24 units over last year at this time. There were two new business licenses to report for the past month, which include: Steffy Lou's Sweets and Next Energy Alliance.

NEW BUSINESS & ADOPTION OF ORDINANCES AND RESOLUTIONS

Resolution 10-03-2019 "A Resolution in Support of the American Legion Auxiliary Post 84."

City Manager Reeves explained that the Mayor was approached by the American Legion and asked for support of their organization, which supports our nation's veterans. He proceeded to read the resolution in its entirety.

Council Member Montoya requested that a spelling error be corrected but was otherwise in full support of the resolution.

Motion: Council Member Montoya motioned to pass Resolution 10-03-2019 "A Resolution in Support of the Santaquin American Legion Auxiliary Post 84." Seconded by Council Member Rowley.

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

Motioned passed 3-0

Resolution 10-04-2019 "A Resolution Approving a Development Agreement with CJM Limited Liability Limited Partnership Regarding the Orchard Lane Commercial Development Area"

Council Member Mecham phoned into the meeting for this agenda item. City Manager Reeves stated that this agreement was 10-years in the making and expressed gratitude to those on both sides who worked hard to make this happen.

Mr. Mark Ridley shared a few words on how excited he is to work with the city to get the project moving forward. October 18th is the planned groundbreaking for the development.

Council Member Montoya expressed concern that fall break was the 17th and 18th of October and would conflict with the groundbreaking.

Mr. Ridley said that it would work to move the groundbreaking to a few days earlier if possible.

Mayor Hunsaker asked if Mr. Ridley had a contractor on board and he responded that he did. Mayor Hunsaker said that he was very grateful for the work that made this agreement and project possible.

Council Member Montoya expressed her excitement for this agreement to go through.

Motion: Council Member Montoya motioned to adopt Resolution 10-04-2019 "A Resolution Approving a Development Agreement with CJM Limited Liability Limited Partnership Regarding the Orchard Lane Commercial Development Area." Council Member Rowley seconded the motion.

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

The motion passed 4-0

City Engineer Norm Beagley made a comment that the construction of the road would start before the groundbreaking and the council should not be concerned or confused if dirt was seen being moved.

Ordinance 10-01-2019 "An Ordinance Amending the General Plan of Santaquin City which updates the Moderate Income Housing Element and Circulation Element to be Compliant with Utah State Senate Bill 34"

Community Development Director Bond stated the city's intentions to become more compliant with state code (Senate Bill 34) by updating the city's moderate income housing section of the general plan. This effort updated the city's numbers but did not require a drastic change to the overall plan. Director Bond extended his appreciation to City Planner Ryan Harris who took the lead on this project and asked Mr. Harris to present his update to the City Council.

Mr. Harris reviewed the updated numbers and indicated that they were based off Low Income Levels Based on Household Size taken from the Department of Housing and Urban Development (HUDD) with Annual Median Income (AMI) in Santaquin. Today this number is \$79,600. Expounding on the update he showed how Low, Very Low, and Extremely Low income designations were based on both income and household size. Mr. Harris then showed reviewed Households by Income Levels in Santaquin reviewed Figures 1 through Figures 4 that broke down housing types. He showed the Affordability Summary for 2019, which illustrated h cost-burdens and showed percentages of household income spent on housing. He explained his assumptions on his Maximum Mortgage Loan Amount column, which was based on a 30-year mortgage. Figure 5 showed Affordability of Homes for Sale in September 2019 in Santaquin City based on his Affordability Summary and housing expense burden on income.

Community Development Director Bond clarified that these AMI's and households within affordability ranges were only a snapshot in time, for September 2019, and did not represent Santaquin longitudinally over time. Mr. Harris add to Director Bond's comments by sharing an anecdote on how he saw low cost rentals that got leased just the next day illustrating that there are drastic fluctuations day to day on the availability of housing that is considered Affordable by HUDD.

Mr. Harris continued by showing how lower AMI correlates with higher percentages of household income spent on housing – 30% to 50%. Any percentage greater than 30% is considered to be "Cost-Burdened" which means that the housing is consuming a disproportionate amount of income. If housing is not consuming more than 30% of income based on AMI's and housing prices, then it is not considered Cost-Burdened and is considered Affordable.

Council Member Miller asked about where the assumptions were coming from and how the Average Median Incomes (AMI's) were calculated.

Director Bond explained that the AMI information came from the 2017 census and that Mr. Harris designed the tables in such a way that when the 2020 census information becomes available the new numbers could easily be plugged into the tables to update the AMI figures.

Mr. Harris demonstrated the new goals and policies that were developed to be compliant with state legislation, which provides a list of state approved goals and policies and requires local municipalities to adopt at least three items from the list to meet the new moderate income housing law. The State of Utah recommends it would be a best practice if local municipalities adopt more than three policy minimum. Santaquin City chose to adopt an additional fourth policy to meet this standard.

Director Bond clarified that this moderate income housing plan is a simply a set of goals and does not have any solid numeric requirements established by state law. What is mandated is that local municipalities must develop goals, policies, and strategies to meet the specific needs of that community and allow for more affordable housing options. Director Bond reiterated his appreciation for Mr. Harris for all his work on this ordinance.

Motion: Council Member Montoya motioned to adopt Ordinance 10-01-2019 "An Ordinance Amending the General Plan of Santaquin City which updates the Moderate Income Housing Element and Circulation Element to be Compliant with Utah State Senate Bill 34" providing for codification and correction of Scribner's error, severability, and an effective date for the ordinance. Council Member Rowley seconded the motion.

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

The motion passed 3-0

WORK MEETING

Discussion regarding the Ekins Annexation petition.

Community Development Director Bond introduced Ms. Julie Smith, the representative for owners, Mr. John Ogden and Mr. Martin White of the Ekins property, and explained that while the council has seen the first draft of the development agreement that this presentation would allow the council to gain a deeper understanding of the vision behind this development. She stated that it was her hope that the council could ask questions so that concerns could be resolved and that the council could set a date for a public hearing on the annexation.

Mayor Hunsaker yielded time to Ms. Smith to share Ekins development group presentation.

Ms. Smith verified that the council had a copy of the latest development agreement and the group proceeded into their presentation.

Mr. Ogden began the presentation by showing a municipal map and showed where the annexation would take place. He shared population projection information from a study conducted by the University of Utah, which projects that Utah County's population will grow by 400,000 people in the next 15 years and by over 1,000,000 in the next 35 years. He shared that affordable housing is one of the biggest challenges that face the State of Utah and Utah County. Mr. Ogden referenced the previous agenda item in the council meeting when city staff reviewed the affordable housing update. He shared an anecdote of a friend who has been looking for a single family home for under \$300,000 in south Utah County and has been unsuccessful. Mr. Ogden used this anecdote to illustrate their goal to bring affordable housing to the Santaquin and southern Utah County areas so people can afford to live in a single family residence.

Mr. Ogden stated that the project size is 802 total acres with 162 acres already annexed into Santaquin City. Approximately 80 acres is cut off from the rest of the property in the Summit Ridge area. The annexation includes 721 acres of a vested mine according to Utah Code 17-41-501/502. Sections of the acreage can be converted from the vested mine into other uses, if desired. He showed a map of the total project area, which contains a mix of different types of uses including open space, commercial, mining, pond and detention basin, and various housing zones. He also

showed a map of the old mining zone and their proposal to convert the old mine into a new community park as well as for another residential zone for housing. He demonstrated different housing styles that would be in the proposed housing zone and surrounding community. He talked about the preservation of the cave by BYU and by the State of Utah. He indicated that the proposed development would include landscaping with rock features and other products characteristic of the mining origins of the community.

The proposed 13.5-acre regional park was designed to be similar to the Creekside Park in Alpine, Utah and includes large open green space, six pickle ball courts, playground, sand volleyball, restrooms, and a pavilion that would tie into the trail system within the Santaquin community. Mr. Ogden proceeded to show a virtual walkthrough of the proposed community including the entrance, roadway off US-6 Main Street, and the trails alongside the road. They also plan to construct two playgrounds. One for ages 2-5 and a second for ages 6-12. The open space and pressurized irrigation pond could be used as a recreational amenity for fishing and paddle boarding. Mr. Ogden pointed out where the mine would be relocated to the Chaffin Quarry to the west. It is anticipated that this area would also be a development at some point in the future. He showed how close he personally lived next to a mine in Alpine City, which is about 700 yards away to point out that there are \$500,000 plus homes lining the mine without any impacts to those home owners. Mayor Hunsaker asked if there was hard rock in the mine in Alpine near the homes and Mr. Ogden replied "No that it was all alluvial material." He also indicated that the area around the knob on their Santaquin property would be shaved off and that it is alluvial material that could be scooped out. Mayor Hunsaker asked for clarification if there was blasting in the Alpine mine and Ms. Smith responded, "No, there was not." Mr. Ogden continued talking about what it is like living next to a mine. He said, the multi-million dollar homes next to the mine were not impacted. He also showed where the mine on the Santaquin property would be in relation to the Summit Ridge Development.

As a second example, Mr. Ogden showed a picture a tree lined buffer along highway 189 near Deer Creek on the way to Heber. He showed pictures of how the berms and trees blocked the view of the mine from the outside. He stated that those pictures demonstrated what Granite Construction had achieved in their mining operations and what they could do in Santaquin so that are not seen or noticed by the surrounding community. Mr. Ogden indicated that they chose to partner with Granite Construction because they had been recognized as one of the most ethical companies in the world. If there are any issues that the city has with the mine, it would be easy to talk with Granite Construction and get those resolved quickly. Mr. Ogden assured the council that their group would only work with the best partners to achieve the best results in the proposed community. He reiterated that their current mining operations had zero complaints in the last year "proving how [they] can be good neighbors".

In summary, Mr. Ogden stated the goals of the development included:

- Six units per acre
- Relocate existing mining operations to the west
- Offer amenities including parks, trails, and detention basins for recreation purposes
- Provide affordable housing
- Bring in the rooftops needed to support a commercial and retail base

Mr. Ogden asked if the council had any questions on the slideshow presentation. Mayor Hunsaker said their questions had to do with the development agreement itself.

Community Development Director Bond asked what would happen to the 80-acres of the property currently in the Summit Ridge area and if that would be subject to, or a part of, the Summit Ridge Development Agreement already in place?

Mr. Ogden responded that it is their intent to remove this 80-acre part of their property out of the Summit Ridge Development Agreement and have it become subject to the proposed Ekins Orchards Development and its corresponding annexation agreement.

Council Member Miller asked if that means there is a chunk of Summit Ridge cut out of the Summit Ridge Development Agreement and what that would mean? City Manager Reeves commented that if that happened, the city would have to take a look at the original Summit Ridge Development Agreement and determine if that is legally possible.

Mayor Hunsaker asked if Summit Ridge would be a partner with the Pressurized Irrigation Pond construction since it would be shared by Summit Ridge and their proposed development. Mr. Ogden said, "No, they would not since Summit Ridge is separately owned. Mayor Hunsaker asked if the pond would supply Summit Ridge as well as their development and Mr. Ogden responded "Yes, it could."

Engineer Beagley stated that the Ekins proposal is showing the Pressurized Irrigation Pond corresponds with what is currently shown in the City's Pressurized Irrigation Master Plan, but it would have to be studied and modeled to determine if it could supply the Summit Ridge area.

Mayor Hunsaker asked Director Bond's opinion on the development. Director Bond said the city had not had a chance to look at the specifics of the development and how it would work with city code. However, he indicated that developments, like the Ekins Annexation proposal, that are constructed within the Planned Community (PC) zone had considerable flexibility, which allows for customization. Before he and his staff complete a full review of the proposal, Director Bond stated that he wanted to hear the opinions of the city council and wanted their direction with regard to the issues they wanted him to address.

Mr. Ogden clarified that the detention pond was not in the current version of the proposed annexation agreement. However, he stated that it would be added to the updated agreement.

Council Member Rowley had questions about zoning in the proposed agreement and what would happen to the "Critical Environment" zoning currently in place with Utah County. Director Bond responded that if the land is annexed into Santaquin, county zoning would no longer apply. Instead, the property would be subject to the zoning established by Santaquin City within the annexation agreement.

Council Member Montoya ask if the density levels of the Summit Ridge Development could be compared to the proposed Ekins Development density request. City Engineer Beagley stated that that the Summit Ridge Development was about 2,000 acres at the onset and that equates to about 1.6 units per acre. Council Member Montoya clarified that the Summit Ridge Agreement was about double the acreage and half the units per acre when compared to the Ekins Annexation Agreement. Montoya then proceeded with her concerns with the Ekins Annexation Development Agreement. These concerns are bullet pointed below. Discussion related to these bullet points immediately follows the itemized list:

Council Member Montoya's concerns included the following:

- Density – The proposal is for 6-units per acre. She is concerned that this is too high of an average unit per acre density. She asked that a bubble chart of proposed units per acre for each area of the development be submitted with the proposal.
- Trailer Park & Storage Units – The language of the proposal includes trailer parks and commercial storage unit facilities. She indicated that she did not approve of the construction of a new trailer park and she would need more information on the commercial storage unit facility before she would consider or approve of this type of use.
- County Council – The language of the proposed agreement states "County Council". She indicated that she is not sure what a County Council is as the county is governed by a County Commission. Perhaps the use of this language is an error that needs to be corrected.
- Boundary Expansion – The language of the proposed agreement has a provision that would allow the Ekins Development to automatically expand its boundaries. Council Member Montoya indicated that she did not like the idea of binding future city councils and stated that it may be not legal to do so. This language needs to be reviewed carefully.
- No Local Mining Regulations – The agreement has a provision that states that the mine would not be regulated at all by the city. This language cited a bill by the state legislature called the Essential Materials Bill. She would like city staff to review that bill and determine what the city is allowed to regulate and what the city is not allowed to regulate.
- Flag Lots – There is a provision that states that flag lots will be allowed. However, flag lots are no longer allowed in Santaquin City.
- Sidewalks - The proposed agreement states there would not be sidewalks on both sides of the road. Council Member Montoya indicated that she does not agree with this provision and compared that point to what had occurred in the Summit Ridge Development. She said the council had learned from that development standard and should not repeat past mistakes.
- Side Setbacks - Side setbacks are set at 5 feet, which is not consistent with city code. This needs to be looked at carefully.
- Cul-de-sac Length – The proposed agreement establishes the maximum cul-de-sac length at 1000 feet. City code only allows for a 250-foot maximum. This would need to be changed in the proposed agreement.
- Connectors Agreement – This section of the proposed agreement needs to be reviewed very carefully.
- Water Dedication – The proposed agreement indicates that water shares would be retained by the Ekins Development owners with the exception of well water on private property that would be turned over to the city. This provision needs to look carefully in relation to city water policies and whether their proposal fits with city's general plan for water.
- PID Financing – While the State of Utah now allows for the use of Public Infrastructure Development (PID) financing, Council Member Montoya is concerned that use of PIDs might affect housing affordability by placing a burden on future residents of the Ekins Development.
- Reimbursements – The proposed agreement contemplates that all public improvements located within the project, including the regional park, are subject to reimbursement by the city.
- Upsizing of Infrastructure – The proposal states that if the developer is required to abide by and upgrade infrastructure sizes according to master plans, then the city will pay for the upsize. This should be carefully reviewed in accordance with state code and city policies.
- Sunset Clause - The length of the proposed Ekins Development Agreement is 40 years, which is twice the duration of similar agreements used elsewhere in the community. 40 years, appears to be excessive.

Council Member Montoya stated that she was concerned with the proposed density of 6-units per acreage as well as the proposed trailer park and storage unit facility. She is also concerned with the

provision that stated that a future council would be forced to allow developer to add land if needed. She did not like the idea of binding future councils to this particular point. She also expressed concern with the point that stated that there should not be sidewalks on both sides of the road, which has not been a good standard within the Summit Ridge Development. The water dedication language in the agreement also brought her concern. Lastly, she asked what exactly a PID is.

Community Development Director Bond responded that PID is a new financing tool for infrastructure. City Manager Reeves responded that PIDs have become a highly discussed topic amongst the city manager community. Similar to a SID which funds improvements on specific parcels with the permission of the landowners, PIDs will allow the development community the ability to bond for public improvements. However, PIDs will obligate the future purchasers of newly constructed residential units for those improvements. The advantages are that infrastructure can be immediately funded with the capital acquired through this tool. However, the disadvantages include having an extra property tax included on top of their normal property tax for those new residents. Another disadvantage is that it will impact the city's ability to bond since those residents are already burdened by additional property tax. Often the duration of the bonds are also longer than the useable life of the improvements, such as roads which have a ten-year usable life before they need to be maintained. Finally, it creates a new governmental taxing entity or taxing authority that would administer the tax.

Mayor Hunsaker asked for clarification on who administers that property tax to cover the bond in case of a PID. City Manager Reeves responded that initially it would be the Ekins Developers but then would be taken over in time by the newly formed governmental taxing authority the city would have to create. Manager Reeves stated that a PID are a tool that can be used to put in infrastructure upfront but at the cost and burden to a home owner over a 20 to 30 year period can be more costly in the long run.

Council Member Montoya said the council would have to be careful in approving PIDs especially when looking through the lens of housing affordability. It would add an extra property tax line item that might cancel out the affordability efforts. She also did not like a provision that the city would be subject to providing reimbursement for parks, detention basins, and other amenities added to the development.

Engineer Beagley clarified that reimbursement provision are provided for in the capital improvement plan with impact fees that could be used to pay back a developer. However, he agreed the language needed to be revised to not have the agreement lump all the amenities together. Mr. Ogden stated the city would not be on the hook for the cost of the park. He further clarified that reimbursements would only apply if it were determined to benefit areas outside of the Ekins Development area. City Manager Reeves agreed that this section on reimbursement to either the developer or the PID would have to be fleshed out.

Council Member Montoya said that if the city is on the hook for the reimbursement of a pond then the council needs to be careful in their consideration. Council Member Montoya then stated her concerns with the city paying for upgrades or upsizes to the sewer system if the upsized lines is needed by the developer. The developer should be required to abide by the city's sewer master plan.

Engineer Beagley stated that this was provided for in the city's master plan and is covered by impact fees which could be used to pay for any such upgrade or upsizing depending on who the sewer upgrades or upsizing benefits. He indicated that the cost of upsizing lines would be allocated proportionally to any areas by said improvements.

Council Member Montoya stated that a 40-year agreement was too long of time for her. Also, she was under the impression from the previous presentation provided by the Ekins Development group that the east mine would not continue to be mined. However, she has since learned that this idea was not accurate and she wanted clarification. Council Member Montoya then shared her thoughts about the vested mining use and stated that any rights to regulate the mining the city could hold on to should be held on to.

Ms. Smith responded to Council Member Montoya and stated that the concern on the 6-unit per acre is not exclusive to the entire Ekins Development. Rather, the 6-units per acre is a target of average unit per acre density and stated there would be some areas that would be 1 to 3 units per acre. It sounds dense but most of the high density would be along US-6 Main Street.

Council Member Montoya asked if the density per acre could be outlined more clearly in the agreement using a bubble chart instead of the overall density for the development being approved for 6-units per acre. She also asked if staff agreed with this request.

Engineer Beagley stated that the densest area in the city in terms of units per acre is Foothill Village which is 167 acres with 534 units or 3.2 units per acre for comparison and reference.

Ms. Smith asked about the density of the apartments that were being built near city hall. Engineer Beagley said that those apartments were built in the RC zone which has up to 25 units per acre but that the city was phasing that out and moving away from such a high density of units per acre. Ms. Smith restated that not all of the Ekins Development would be at that 6-units per acre and the majority would be 4 to 5 units per acre. Engineer Beagley responded that in other communities 4-6 units per acre might not seem like high density, but in Santaquin it is very high density.

Mr. Ogden asked if the north end of the Summit Ridge development were all 6,000 to 8,000 square feet lots. Engineer Beagley stated that was correct but clarified that the Stone Hollow development is adjacent to the Sunset Development with $\frac{3}{4}$ acre lots just to the south that are just about equal in number. Mr. Ogden then stated that their proposal was similar to what already existed in that area.

Mr. White asked from the audience what was designated as high density in Summit Ridge and City. Engineer Beagley stated that multi-family high density was around 160 acres. He further explained that high density was classified in Summit Ridge as 6-8 units per acre. Mayor Hunsaker asked Mr. White to come up to the podium if he was going to continue to speak.

City Engineer Beagley stated that the Ekins Development essentially doubled the number of units in the entire city in about half the acreage as compared to other developments currently under construction throughout the city.

Director Bond said this was a huge development. If approved under a PC Zone, there would be a lot of flexibility and variation from the development code of the city per the agreement. However, the city does not want another Summit Ridge Development Agreement that is essentially a separate code from the existing city code. Instead, it would be best if the construction standards of the Ekins Development follow the city's existing code and standards. Council Member Montoya stated for that reason she did not feel comfortable with the overall 6-units per acre as an average. Council Member Rowley agreed with Council Member Montoya's statement.

Ms. Smith talked about a development in Orem City where an SID was used to help create more affordable housing by spreading the cost out over 30-years. However, those costs were not paid by the new homebuyer upfront. Rather, the cost for the infrastructure improvements was spread out over time without increasing the initial cost of the home.

Council Member Montoya asked "Do the home owners pay interest on that?"

Ms. Smith responded that residents do not pay interest on the bond. The bond company buys the bonds as contracted by the developer, which is then paid by higher property taxes for those residents for xx number of years. Instead of having a huge upfront cost, the cost would be spread out over time.

Council Member Montoya thanked Ms. Smith for her explanation of the PID and wanted the city's legal counsel to take a look at this option and talk to other cities who used this tool.

Engineer Beagley stated that the purpose of the work session is to seek the council's direction before engaging the city's legal counsel so that the city would not unnecessarily expend funds for legal fees reviewing several different iterations of this agreement.

Regarding the 40 year sunset to the agreement, Ms. Smith stated that the size and scope of this project was very large and would last many years to absorb 300 to 400 lots per year. As such, 40-years was not an unreasonable amount of time for the agreement.

Council Member Montoya asked if it was reasonable for the development agreement to include a timeline that would illustrate the timing of the mining vs. the housing development. Manager Reeves stated that this timeline would likely be market driven. Ms. Smith added that if a recession comes then no one would likely buy homes in the development. It would be difficult to put a timeline into the agreement, as it cannot be predicted with any amount of certainty.

Council Member Rowley said she was concerned with development looking like Summit Ridge near the chapel where there was no sidewalk and narrow roads and it was harder for snowplows to get through. She asked how road width was determined.

Engineer Beagley stated that it comes down to the PC Zoning and what is agreed upon with the developer in the Development Agreement. He reiterated what was said by Community Development Director Bond, that the city wants refer to city code and city standards as much as possible. City code provides for a road to be 55 feet wide, which includes curb, gutter, sidewalk(s), planter strip(s) and the actual road. The newer parts of Summit Ridge moved away from those narrow roads with no sidewalk.

Council Member Miller asked if the standard road cross section was 55 feet and City Engineer Beagley responded that there were several options within the code depending on the location and circumstance. Council Member Miller then asked what the minimum road width was and Engineer Beagley responded that it was 55 feet. Council Member Miller then said that he was not opposed to sidewalks on one side if that means that the development can get a wider road.

Community Development Director Bond stated that the city council, mayor, and staff had inherited past development agreements that had issues and that staff will provide recommendations for this agreement using lessons learned from those prior examples. The biggest lesson we can learn from the past is that it is best if we stick to road cross sections outlined in our city code as much as possible. City Manager Reeves said that he agreed that wider roads are better for snowplows but to remember that the more you widen a road, the more asphalt you have to take care of and the more expense for the homeowners who are coming in and purchasing so there is a balance to consider.

Mr. Ogden said that they would like to put in sidewalks where it makes sense but there was nothing in the proposed agreement that stated the development would go against city code when it came to road standards. Director Bond said that can be laid out in the agreement and that perhaps a trail can be negotiated in lieu of a sidewalk in some cases. However, he reiterated that the main concern was that in the Summit Ridge Development where there was nowhere to walk except on the road and that issue should not be repeated in this development agreement.

Mr. White stated that he was grateful for Council Member Montoya's questions but that this was an agreement with the city and an agreement requires give and take. In his opinion, this development will benefit the city and he is proud of the development. He is excited and wants it to move it forward as he feels it would be a great addition to the city. Mr. White stated that he was proud of the partners he had on board including Granite Construction. He expressed disappointment that the city's legal counsel had not reviewed the agreement as of yet. He expressed that he needs to move forward in making a decision as to whether to use his property for farming and mining or mining and development. He reiterated that it would be impossible for this development to happen without the export of mining material. While the city could mandate lower density in the housing, this expensive project will create high value real estate.

Mr. Ogden stated they were willing to donate any water shares that they had but in previous discussions with city staff, there was uncertainty as to what water shares the city could use. As such, they put into the agreement that any well water would be dedicated to the city, as they knew for sure that this source of water could be used by the city. The city staff said they would have to check if they could use some shares of Strawberry Water that comes through the Highline Canal but East Jordan Canal shares could not be used in the city and the developer would have to retain those particular shares.

City Manager Reeves stated that from his point of view, the city will have to begin using water from the Strawberry Highline Canal as soon as the city annexes north of the Highline Canal. Engineer Beagley stated that he agreed but that the original language of those Strawberry Highline water rights are tied to the land and cannot be piped to other areas. We need to figure out how to make those water shares work for the city once the city annexes to the north. Reeves stated they cannot assign a dollar amount for water shares within the development agreement. Instead, water values need to be tied a schedule established by the Council that may be modified from time to time. Mr. Ogden said they could tie the water fees to a schedule. City Engineer Beagley agreed. He further stated that between the well water, the potential use of Strawberry Highline water, and the payment for Central Utah Water, that the development should have the water it needs.

City Manager Reeves stated that the city council should itemize all of their concerns into one list to give to the development group to address and modify in the next iteration of the agreement.

Council Member Miller asked about the knob that would be excavated and asked how the material would be taken out of there. Mr. Ogden responded that currently it goes out on highway 6.

Mayor Hunsaker asked if the Council was willing to look at densities or units per acreage and adjusting that in return for more amenities or vice-versa.

Council Member Miller said his main concern was the number of units per acreage.

City Manager Reeves agreed with Council Member Miller's opinion and stated that it would be beneficial if the development group would provide the requested bubble chart laying out densities in each of the areas of the development. This would clarify what the council should expect. He reiterated Mayor Hunsaker's sentiments of having "give and take" in the negotiations. He also

pointed out how in Summit Ridge, which has 1.6 units per acre, the city put in the park while in Foothill Village where there is a higher density of units per acre, the developer will put in the park. The only measuring stick we can use in evaluating the Ekins Annexation proposal is developments like Summit Ridge and Foothill Village.

Council Member Miller expressed concern that those two development examples were not enough to go off of and they needed a standard flat number of units per acre to use as a basis.

Engineer Beagley stated that in Summit Ridge there is a maximum number of units of 2600 units with a bubble chart that designates use to certain areas.

Council Member Montoya agreed we need a more spelled out designation of areas and units per acre such as a bubble chart. We want something we are proud of in years to come. She reminded the council that we are accountable to the current residents not future residents.

City Manager Reeves asked the council to also keep in mind that the future staff and council successors will inherit this project. As such, we need to ensure that it is well thought out and that the language is drafted carefully.

Council Member Miller said he would consider increased density for amenities.

Mr. White said that the north end of the Summit Ridge has 6-8 unit per acre and said that their proposed development plan would be similar.

Council Member Rowley said that the council did not like that part of the Summit Ridge development. Engineer and Beagley said that the acreage ratio of the north end did not exist evenly across Summit Ridge, which is much lower. As such, the staff and council want to see a bubble chart that spells out the anticipated densities in the agreement.

Mr. White said that Alpine City had to spend \$2 to \$3 Million to build their park of comparable size and amenities to Ekins development proposed park and with the densities they have requested, his group would provide it free because they want to leave something positive for the community.

Council Member Miller said that is great but what is the timeline for the park and development? What if the economy goes down? Will that timeline be extended?

Mr. White said that he cannot predict what the economy will be like and the developer is taking a risk with this proposal. However, he would be willing to look at completing the park on, or before, the 700th unit is completed.

Ms. Smith asked how they should spell out units per acre. She suggested they could spell out that low density is not less than XX, medium density will be no more than XX, and high density will be no more than XX.

Council Member Montoya stated that with the economy and market demand in mind that the agreement could provide for flexibility. If the market demands lower density housing, then you could reduce the units per acreage but not increase it.

City Manager Reeves said the city needs to dive into the language of the Summit Ridge Development Agreement and whether the Ekins parcels can be legally withdrawn or not. He suggested that it would be good if plats are approved in harmony with the Summit Ridge

Development. Merging the two development areas also eliminates the "800 acre" requirement for PC zone eligibility.

Mr. Ogden said that the city staff had said in the past that they would not like to duplicate or perpetuate the Summit Ridge Development. Manager Reeves agreed that the Summit Ridge Development Agreement is complex, however he also pointed out that at least the staff knows the Summit Ridge Agreement.

Mr. White said that he wanted to table the 80-acre discussion and said he purposely did not bring attorneys tonight. He did not want his property part of the Summit Ridge Development. He then said determining if his 80-acre parcel can be removed from the Summit Ridge Development is a discussion for the attorneys of both sides to look at and not do that here in this meeting.

Community Development Director Bond said that the city and the staff are not saying what can and cannot be done, but he wanted to acknowledge that there are hurdles that need to be addressed before an agreement can be finalized. He then asked the question "Does the Mayor and Council feel like they have enough information to have a public hearing going and scheduled?" Many on the council said "No" in unison. Council Member Montoya said that she first wants a specific bubble chart on the densities. She also wants to an answer to the legal question as to whether there is a right for the Ekins to step away from the Summit Ridge Development Agreement.

Community Development Director Bond said he wanted to schedule the Granite asphalt plant tour. Council Member Montoya asked how long the tour would take. Mr. White said that it would take about an hour up and down with anticipated traffic and one-hour tour. Council Member Montoya asked what times work and Mr. White responded that they could accommodate any request.

Council Member Montoya asked what day and time would work for the rest of the council. October 10th at 2:00 p.m. in the afternoon was agreed upon by the Council.

Mayor Hunsaker expressed gratitude to Mr. Ogden and Ms. Smith for their presentation and information.

Council Member Miller asked what could be done with the 80-acres.

City Manager Reeves said staff could take a look at Summit Ridge Development Agreement to determine their rights.

Council Member Rowley requested a 5-minute recess. Mayor Hunsaker approved.

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

City Manager Reeves –

Events: Manager Reeves indicated the groundbreaking for the grocery store would take place on the 14th of October. Leisure Services Director John Bradley said the soccer field grand opening would be at 9:30 a.m. on Saturday October 12th. He indicated that there would be a field ribbon cutting with seats for VIPs. The Mayor will say a few words and hand out plaques. There would be music, donuts, and other food potentially. He also indicated that flag football will be going so the fields will be full. Lastly, he suggested that the council might lump the recreation offices building ribbon cutting and the Summit Ridge Parkway ribbon cutting on the 26th of October at 9:00 am and 10:00 am respectively. The council agreed with his recommendation. Council Member Rowley asked if they needed an hour between the two events on the 26th of October. John Bradley said

"Yes, they would just to get everything in place and make sure the roads are safety secured by public safety." City Manager Reeves stated that it was anticipated that the city council could cook and hand out hot dogs in the park for the events on the 26th. Director Bradley said that by the end of October all the groundbreaking should be done.

Council Member Rowley asked if there will be a park rule signs installed so that people do not bring their dogs and such into the new soccer fields. City Manager Reeves said that is a good point and that there are park rule signs at other parks. They will look into getting one for the new soccer fields. He also said that, in conjunction with the city's goals for agritourism, that staff had been thinking of a name for the new park "The Harvest View Sports Complex" and had already reserved a handful of domain names just in case. The Council expressed approval of the name.

Manager Reeves talked about putting up signage prohibiting commercial vehicles over 4-axels to reduce wear and tear on the new portions of Summit Ridge Parkway. Staff is recommending that stop signs be put in at the convergence of the parkway and Summit Ridge neighborhood because the new road would have speed concerns. Also Reeves expressed that with the new traffic from Summit Ridge Parkway, there was a concern with parking in front of the chapel and proposed making it red curbing. Council Member Montoya would like to see some red curbing along Main Street and Reeves responded that they would have to work with UDOT as it is a state road.

City Manager Reeves stated that staff was about to send out the booklet and the voter information pamphlet on the proposed recreation/aquatics center. Reeves reviewed and showed the booklet to the Council and the Council expressed their support.

Community Development Director Bond -

Director Bond indicated that there would be two public hearings coming up in Planning Commission. The first is on approved fence types within the city and the 2nd is in regard to administrative approvals on secondary driveway requests.

City Engineer Beagley -

Summit Ridge Parkway Extension is nearing completion with curb and gutter that will be finished on October 2nd. He said that Bennett will start paving the day after that.

Mayor Hunsaker asked about Summit Ridge Parkway road density. Beagley responded that the density would not be to UDOT standards and therefore the City does not want large trucks on the road. This will preserve the longevity of the road.

Mayor Hunsaker asked about a letter from McMullen Engineering regarding the debris basin reconstruction at the mouth of the canyon. Engineer Beagles reported on the meeting at C.S. Lewis held by NRCS. He further indicated that the contract is between Utah County and USDA with McMullen Engineering.

REPORTS BY MAYOR AND COUNCIL MEMBERS

Council Member Rowley gave compliments to the Public Works Crews who installed the new playground. She also asked about the city calendar that Penny is making. Manager Reeves responded that, where possible, winners of city photo contest would be used in the calendar. However, some of the winning pictures are not large enough or of a high enough quality to allow for mass printing.

Council Member Montoya thanked Chief Hurst for the traffic information on trips along 900 South and asked if the trip count was high. Chief Hurst said it does not seem high as it relates to other neighborhoods, but that it might be higher than what the residents in that area are used to. Average speeds were 12 mph and quite lower than what the residents were saying.

Council Member Montoya said the Youth City Council was working on a new city flag and the mock ups should be in tomorrow. It was hard to find a company that would design a flag and then allow for changes without further charges after the fact. She wants the Council to make recommendations.

Council Member Rowley asked if youth can join the Youth City Council throughout the year or if they can join mid-year. Council Member Montoya said that they could join midyear and that they should contact Suzy to join.

Council Member Miller reported that the soccer season is finishing up. He also said that the Recreation Department got their mid-summer surveys back and things were looking good. Flag football is up and going. Volleyball changed coaching requirements and now there are more coaches than needed which is good.


Mayor Hunsaker thanked Chief Lind and Hurst for being at the Council meeting.

ADJOURNMENT

At 9:00 pm Council Member Rowley moved to adjourn. Council Member Montoya seconded the motion. The vote was as follows:

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

The motion passed with a 4 to 0 vote.


Kirk Hunsaker, Mayor


Aaron Shirley, City Recorder



**Tuesday, September 17, 2019
CITY COUNCIL MEETING MINUTES**

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

Council Members Attending: Council Member Chelsea Rowley, Council Member Betsy Montoya, Council Member Lynn Meacham, Council Member Nicholas Miller.

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

PLEDGE OF ALLEGIANCE

Led by Penny Reeves

INVOCATION/INSPIRATIONAL THOUGHT

John Bradley offered an invocation.

DECLARATION OF ANY CONFLICT OF INTEREST

CONSENT AGENDA

Minutes:

August 20, 2019 - Council Meeting Minutes
August 27, 2019 – Special Council Meeting Minutes
September 3, 2019 - Council Meeting Minutes

Bills:

\$205,515.21

Consent Action Items:

- Out of state training request – Corporal Mike Wall
- Resolution 09-04-2019 “A Resolution Modifying the Santaquin City Council Protocols”
- Resolution 09-05-2019 “A Resolution Declaring Surplus Property”

Council Member Montoya mentioned that the minutes of September 3rd, Council Member Broadbent's name is spelled three different ways and needed correcting.

Motions: Council Member Miller motioned to pass consent agenda.

Council Member Mecham seconded the motion.

Roll Call:

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

Motion passes 4-0

PUBLIC FORUM

Susan Farnsworth mentioned that she is very grateful for the opportunity to have worked at the city and was ashamed of the residents for their negative comments on city staff and council. Reiterated her appreciation for city and its workers.

Brandon Bowen expressed gratitude as there's been a noticeable difference because of less traffic congestion and trucking debris and noise. Thanked the city for their compromises and talks with the developers on disrupting the neighborhoods and neighborhood roads. Has a video of a truck trying to enter into a road that it shouldn't have and got jammed up and is willing to send it to the Manager Reeves.

Thad Rowley is one of the owners of the red barn and was under the impression that this would be an opportunity to address the mining ordinance. Came and talked a few weeks ago about the damage that dust can have on fruits and farms – proposed a fine for dust that exceeds a certain regulation of some kind. Spoke of regulations from Payson and Utah county for being outside of regulations for sewers, air, etc. Wants to get across that the orchards were here first and it's a priority to protect them and to consider that when drafting the mining ordinance.

Sam Cook wanted to bring up item 9a amendment to ordinance 09-02-2019 “An Ordinance Amending Santaquin City Code Section 116-2M Related to Access to and from Subdivisions”. The people who own the plot that would make the road a through road won't sell and their grandchildren won't sell.

Susy Loftgren would also like to mention 9a amendment ordinance 09-02-2019 “An Ordinance Amending Santaquin City Code Section 116-2M Related to Access to and from Subdivisions” because she is concerned about the water quality issue that might be affected by development and traffic that it would bring to her street.

Lynn Wydinger has an acre property and would like to put another home on her property but as ordinance stands she would have to do a subdivide. That is a lot of money and asks that the ordinance be looked at that would allow her to build another home on the property for less money. Community Director Bond said he was familiar with that property and said he would help her with that issue and gave her his business card.

John Philips wanted to address the interchange in front of city hall. Sat at the light for 5 minutes waiting to turn left to go west on Main street. Got pulled over by a Santaquin police officer and got charged with a failure to yield, went to court and claimed the justice court judge was corrupt and asked if a stop light could get put in. Mayor Hunsaker asked if John had any proof and asked that he stop commenting false statements. John kept talking and Mayor said he would have to be escorted out if he didn't stop but said he would address the issue with the road interchange. Mayor Hunsaker told John he had talked with UDOT who owns the interchange and they reported that it wasn't scheduled to get a stoplight until 2024 and it will only get worse but the city will continue to petition UDOT for faster movement on that issue.

FORMAL PUBLIC HEARING

Motion to move into public hearing by Council Member Miller.

Seconded by Council Member Montoya.

Motion was passed unanimously.

Santaquin, Utah

September 17, 2019

The City Council (the "Council") of Santaquin City, Utah (the "City") met in regular session on Tuesday, September 17, 2019, at its regular meeting place in Santaquin, Utah, at 6:00 p.m. with the following members of the Council present:

Kirk Hunsaker	Mayor
Lynn Mecham	Councilmember
Nicholas Miller	Councilmember
Betsy Montoya	Councilmember
Chelsea Rowley	Councilmember

Also present:

Aaron Shirley

City Recorder

Ben Reeves

City Manager

Absent:

Keith Broadhead

Councilmember

The City Recorder noted that pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and other applicable provisions of State law, a notice of public hearing with respect to the calling of an election authorizing the City's general obligation bonds, in the principal amount of not to exceed \$12,000,000 (the "Bonds") was (i) published twice, the first publication being not less than fourteen (14) days prior to this hearing, in the Payson Chronicle, a newspaper of general circulation within the City, (ii) posted on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended, not less than fourteen (14) days prior to this hearing and (iii) posted on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended, not less than fourteen (14) days prior to this hearing. The hearing date is prior to the first publication of the notice of election related to the Bonds. The hearing was then opened to all members of the public desiring to give input with respect to the issuance by the City of its Bonds.

Public Hearing:

Manager Reeves commented that he did not have a formal presentation but wanted to state that it is a 20-year bond and interests rates are about 2.5% and it is to fund a Recreation and Aquatic center and now is the opportunity for the citizens to give their comments.

No citizen comments.

After all members of the public desiring to give input, with respect to the issuance by the City of its general obligation bonds, had provided such input, the public hearing was closed.

This 17th day of September, 2019.

Mayor

ATTEST:

City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

Mayor

ATTEST:

City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

I, Aaron Shirley, the duly appointed and qualified City Recorder of Santaquin City, Utah (the "City") do hereby certify according to the records of the City Council of the City (the "Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the Council held on September 17, 2019, and that said minutes are officially of record in my possession.

I further certify that a Notice of Public Hearing was (A) published once each week for two consecutive weeks in the Payson Chronicle, a newspaper having general circulation within the City, with the affidavits of said publications attached hereto upon availability, (B) posted on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended and (C) posted on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this 17th day of September, 2019.

City Recorder

(SEAL)

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Aaron Shirley, the undersigned City Recorder of Santaquin City, Utah (the "City"), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the City Council (the "Council") of the City on September 17, 2019, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices on September __, 2019, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Payson Chronicle on September __, 2019, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2019 Annual Meeting Schedule for the City (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (i) posted on January 10, 2019 at the principal office of said City, (ii) provided to at least one newspaper of general circulation within the City on January 21, 2019, and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of Santaquin City this September 17, 2019.

(SEAL)

By: _____

City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

(attach Proof of Publication of Notice of Public Hearing)

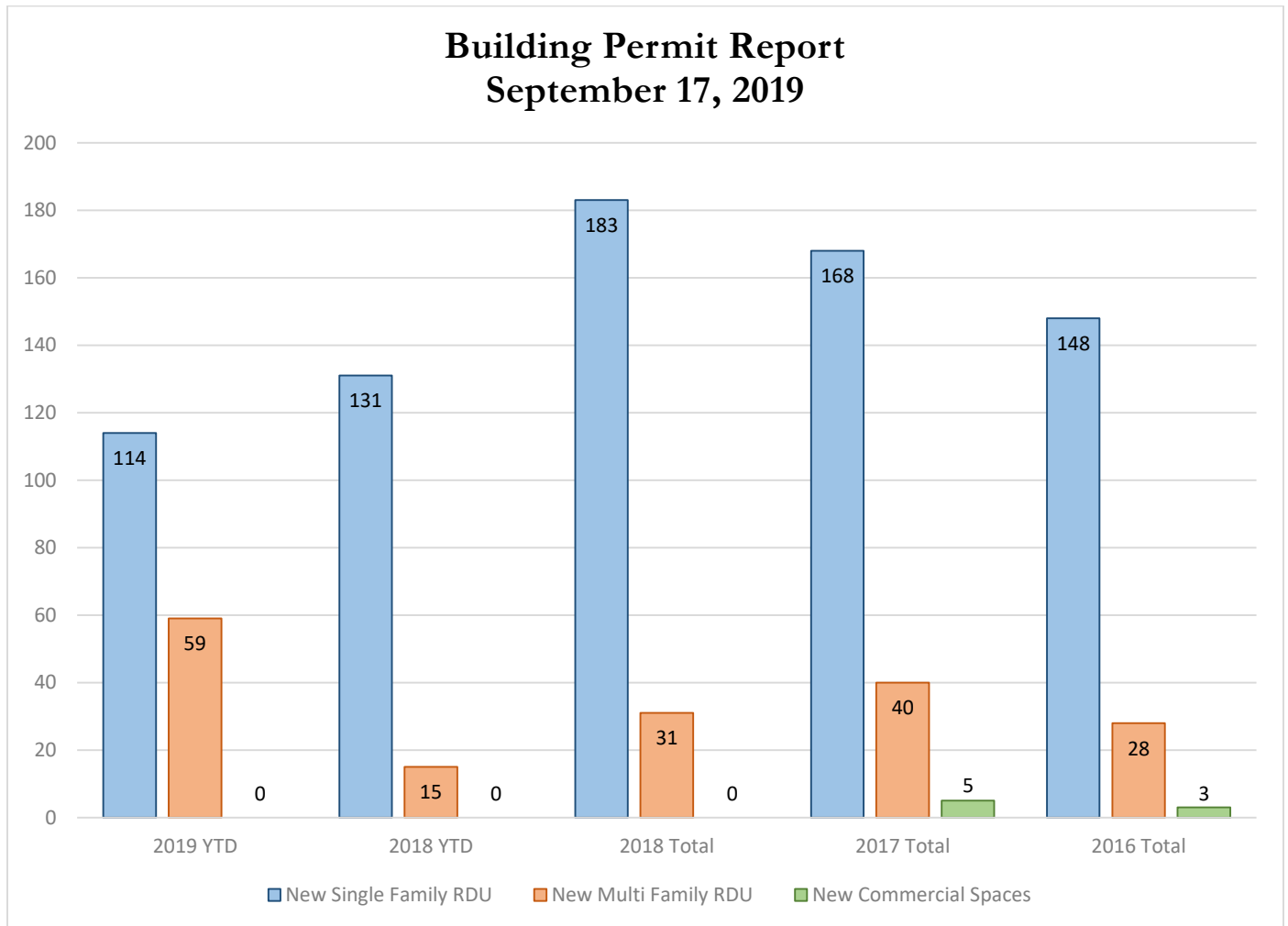
Motion made to move back into the city council made by Council Member Miller.

Seconded by Council Member Montoya.

Motion was unanimously approved.

BUSINESS LICENSES

Jason Bond talked about increases in residential areas, New Single Family Residential Dwelling Units (RDU) had gone up from 2016 to 2018 from 148 to 183 but dipped down to 131 in 2018 and then 114 in 2019 but in contrast there has been a significant increase in New Multi-Family RDU's in 2019 from previous years jumping to 59 from 15 the previous year (See chart below).



New business licenses included Up Up and Away Preschool and a new massage therapy business called Healing Heart and Body in Summit Ridge.

NEW BUSINESS & ADOPTION OF ORDINANCES AND RESOLUTIONS

Ordinance 09-02-2019 – “An Ordinance Amending Santaquin City Code Section 11-6-2M Related to Access to and from Subdivisions”

Manager Reeves mentioned there are two separate issues at hand. First this ordinance is city-wide and would more restrictive than the previous version of the ordinance and second,

the issue brought up in the public forum is a separate issue that the council would have to address separately at a future date.

Community Development Director Bond reminded the council that of the following criteria to address the special approval requested at the last city council meeting for housing units that are greater than 500 feet and less than 750 feet:

- 1) The Fire Chief, Public Works Director, and City Engineer have reviewed and Recommended approval
- 2) Water quality is not negatively impacted
- 3) A snow storage area is provided at the end of the single access
- 4) A traffic study is provided and shows that there will be no significant impacts to the neighborhood on the single access
- 5) The single access does not exceed seven hundred and fifty feet (750')
- 6) Other applicable requirements

Bond reminded the city council that point five had been requested by council member Broadhead in the last council meeting and asked that anything over 750 feet not be considered.

In terms of the special approval, if the special approval would be between 500 and 750 feet, 250 feet would not be enough to justify a traffic study.

Council Member Montoya asked who would conduct and pay for the traffic study and Community Development Director Bond stated it would most likely be the developer's responsibility to provide.

Council Member Miller asked if there should be a traffic study for those extra 250 feet and Community Development Director Bond responded that it's a matter of four extra cars and would not warrant a traffic study, he also recommended that the council consider a traffic consideration or criteria on the ordinance. Community Development Director Bond responded that language that specified a traffic consideration or analysis instead of a full study might be more appropriate in point 4 of the special consideration criteria between 500 and 750 feet of frontage.

Council Member Miller asked what was considered standard normal traffic for a single household frontage and Manager Reeves stated that 10 trips and two cars for a single household. Council Member Mecham asked for clarification on the ordinance that it would provide up to 500 feet of frontage but special consideration by the city council up to 750 feet.

Norm said the city council could have place a provision in the ordinance for all three – the Fire Chief, Public Works Director, and City Engineer – to approve before a special exception comes to the council. Council Member Montoya asked to include the wording for point 1 on the special exception criteria “unanimous recommendation”.

Council Member Miller agreed with a previous statement by Community Development Director Bond if a provision should be included that doesn't say a traffic study has to be done but language for a traffic analysis of some kind to be provided as there will be some sort of a traffic impact over that 500-foot threshold. Council Member Montoya agreed.

City Engineering Beagley stated concern over language that would provide for a traffic analysis in the ordinance. What does that mean and who would be responsible for providing that, for example, and that traffic study language as it stands infers it would be

done by a third party and he would be more comfortable with that as he did not feel comfortable conducting any kind of traffic study or analysis as it was outside of his normal discipline.

Mayor asked what a normal traffic study costs, City Engineering Beagley responded that the last one done for the Orchards eastbound on Ginger Gold road was around \$2,500 and wasn't too onerous.

Council Member Miller asked about the special consideration on the cul-de-sac and how long that was. Community Development Bond responded that it was 746 feet according to Google Maps. City Engineering Beagley commented that under the new ordinance revisions that most of the developments currently in development wouldn't have been approved. Council Member Mecham asked how many and City Engineering Beagley responded that it would be 10-12 that wouldn't have been developable.

Motion: Council Member Mecham motioned to pass ordinance 09-02-2019 "An Ordinance Amending Santaquin City Code Related to Access to and from Subdivisions, providing for Codification, Correction of Scrivener's Errors, Severability, and an Effective Date for the Ordinance" as modified in the current city council meeting.

Seconded by Council Member Rowley.

Roll Call:

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

Motioned passed 4-0

Ordinance 09-03-2019, "An Ordinance Modifying Santaquin City Code Section 10-7-A to Remove Multiple-Family Dwellings and Two-Family Dwellings as a Permitted Use in the R-8 Residential Zone"

Community Development Director Bond stated that multi-family dwellings have become a concern in the R-8 zone in the city center among the residents. As the planning commission has received this feedback they changed language in the zoning to place multi-family nearer to where amenities and other services are more appropriately served by multi-family. Planning commission debated whether duplexes or twin homes should be allowed in the city center but as most of the recent requests for development in city center have been duplexes/twin homes Planning Commissioner Lance has made the recommendation to approve the proposed verbiage to R-8 zone which would not allow multi-family use or duplex/twin home in the city center. Accessory apartments will be considered and a recommendation will be brought up to the city council.

City code distinctly defines multi-family units which are 3 units or more and duplex or two family dwellings – to combat this in the ordinance they specifically included a spelled out exclusion of the dwelling two-family dwellings. Mayor and Council Member Mecham asked if the R-8 zone could be shown to the public and Community Development Director Bond showed the map on the screen.

Council Member Miller asked about the PUD recommendation from the planning commission and said that he thought the council was waiting on the planning commission and Bond responded that in reality the council was waiting on him to draft up some language.

Council Member Mecham asked how many developments would be excluded if the ordinance had been approved earlier and Bond responded that there was still a number of developments that are vested and wouldn't have been included if this ordinance was already in place but didn't have a solid figure.

Council Member Miller asked if this ordinance was really ready to be passed and stated concerns that there was so many PUD's in queue right now and that residents weren't happy at the pace the city was moving to address this issue about removing higher density housing from the city core and then asked if there should be a freeze on all future PUD's from developers. Manager Reeves said this is a larger issue and this gets the ball rolling on this issue. Community Development Director Bond responded that PUD's and this ordinance are actually two separate issues and PUD's are not guaranteed to developers and that they are at the city councils discretion to say to no to all future PUD's coming in before all the other zones are approved for rezoning along the city center corridor.

Council Member Miller then asked about a current development behind family dollar and Bond responded that would be in the MSR zone just north of the R-8 zone so they are still allowed to develop multi-family dwellings for now. The corridor is being preserved and all future requests can be denied at the council's discretion so a freeze would not be necessary unless the council wanted to have more teeth to say no but wanted the council to know that not all PUD's are multi-family and gave an example of PUD that was all single family homes up on the east bench.

Council Member Montoya was concerned and asked about the MSR and MCR zones along main street that were still technically still open to high density development. Community Development Director Bond responded that that was technically true but property owners in those specific zones are looking to maximize the value of that prime real estate on main street and for that reason would be less likely to develop any kind of twin or multi-home dwellings in those areas again because of the access and frontage to main street. Council Member Montoya clarified that even if there were higher density housing developments there that would serve the council's goals of bringing those developments in closer proximity to amenities and public transportation as well as promote single-family housing in the R-8 zone along main street.

Community Development Director Bond there was a good mix of housing in the R-8 zone and for that reason it seemed like a good time to remove the higher density options. AUD's (detached accessory dwellings) would be a great idea as it would be in the hands of the citizens and not developers and it would also provide some supplemental income. A lot of communities are considering putting a freeze on other types of high density housing in favor of single family housing where the mix of housing types are already there but reiterated that for the city it was not necessary as it was in the council's discretion to still say no to those developments they did not want.

Council Member Miller doesn't think that AUD's shouldn't be looked at until 2022 until the whole corridor plan is finished. Council Member Montoya said she liked this ordinance and where it took the councils plan for zoning in city center. Council Member Rowley asked once this ordinance is passed where is multi-family dwellings allowed. Community Development Director Bond responded that multi-family dwellings are allowed in RC, MRC, MSR, and CBD zones.

Recommended Motion:

Motion: Council Member Montoya motioned to adopt ordinance 09-03-2019 “An Ordinance Modifying Santaquin City Code Section 10-7-A to Remove Multiple-Family Dwellings and Two-Family Dwellings as a Permitted Use in the R-8 Residential Zone”

Council Member Rowley seconded the motion.

Roll Call:

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

The motion passed 4-0

Council Member Montoya requested a two-minute recess. Mayor approved.

**CONVENE OF THE SANTAQUIN COMMUNITY DEVELOPMENT AGENCY BOARD
CONVENE OF THE LOCAL BUILDING AUTHORITY OF SANTAQUIN CITY
CONVENE OF THE SANTAQUIN WATER DISTRICT
WORK MEETING
PETITIONS AND COMMUNICATIONS**

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

City Manager Reeves asked to cede some time to John Bradley Leisure Services Director. John mentioned to the council that he had asked the public what they felt towards the bond for the recreation and aquatic center. John stated that he felt the majority of the public he had talked with were very positive towards the recreation center and that contrasted with the what was being thrown around on social media and he heard from these residents that they didn't want to get beat up on social media and did not participate for that reason.

John Bradley also brought up recreation building dedication proposed dates for Saturday October 26th, 2019 in the morning. City council said that date worked. Saturday morning at 10:00 a.m. October 12th, 2019 proposed for the opening of the new soccer fields as this is the opening day for flag football in the recreation department. City council said that worked. Having these tentative dates help for planning purposes for Leisure Services. Norm said that parking lots lights went up today and the restrooms will go in really soon at the soccer fields.

Manager Reeves did a walk through today and mentioned how the soccer fields would be a great asset to the community. On that subject, the new fields are creating excitement in the area. Developers are looking in that area due to the new fields. Manager Reeves shared an anecdote on Orchard Groves park and how vandalism plagued the park until the city re-invested in the park bringing about development that brought up property values and dwellings for the residents. If you put pride in your community it will blossom, agro-tourism really works.

The city has the opportunity to host Lt. Governor Spencer Cox during a service project along the highway and 4th East on Orchard Lane along the side of the road. Council Member Rowley asked if the residents were aware and Manger Reeves said that steps were being taken to assure that they were aware.

Manager Reeves then reported that the city had gotten the Ridley's development agreement back and he has been going through that with Mr. Ridley and that is expected to be on the next city council agenda. It looks favorable.

Town hall meeting at the Ercanbrack building for a tour next week to talk about the different rooms and sample pictures to give the public a better idea of what the recreation center would look like. On the 26th there are two meetings, one is NRCS talking about the debris basins and addressing issues pertaining to that as well as Meet the Candidate night.

Council Member Rowley asked if the city had talked with Nebo School District on cost-sharing with the placement of a pool. Manager Reeves confirmed that they had and are interested in the placement of a district pool expansion so long as there is sufficient space and seating which would mean more money but the district was not concerned.

Council Member Rowley asked if the city had approached Juab and Tintic School Districts. Manager Reeves responded that they had approached Juab but Tintic does not have a swim team but they could be approached.

With the election, two more town hall meetings, two mailers, and one voter information packet. Also will be doing a series of videos that will address a series of compiled questions from other town hall meetings.

Community Development Director Bond reported that in planning commission there is not a lot of requests coming in but there is a general plan amendment on moderate income housing requirements that are due on December 1st, 2019. That will be taken to the planning commission and given a public hearing to consider those modifications to the general plan.

Has been in contact with Julie Smith and John Ogden and the council has been invited to attend blasting at the mining either this Thursday October 19th at 3:00 p.m. or September 24th at 6:00 p.m at the asphalt batch plant to consider the impacts of such a plant in the community. The second option would be the same night as a town hall meeting but that starts at 7:00 p.m. so the council could feasibly attend both. John Ogden said they are willing to give these tours as requested by the city council of the facilities and demonstrations of the blasting and it would be about an hour to an hour and a half in duration. If one of the available tour dates/times does not work for each city council member, they could attend the other.

Manager Reeves advised City Recorder Shirley that even though these tours would not be an official meeting a public notice would need to be posted.

City Council Member Montoya asked if Rachael Otto – an attorney with the Utah League of Cities and Towns working with the mining community - would be able to attend. Bond said that yes he had just sent the invitation.

John Ogden said he should have a draft sent tomorrow and updates would come in a couple of weeks.

City Engineer Beagley said the new irrigation tanks are going great, backfill will be going in next week. Soccer fields have reached substantial completion with exception of a couple of punch list items. For Summit Ridge Parkway a majority of the curb and gutter are poured and two storm drain areas are still being worked on for that project

REPORTS BY MAYOR AND COUNCIL MEMBERS

Council Member Rowley wanted to compliment the Fire Chief managing difficult relationships with the Eureka EMS and Fire Department and was grateful that he was not afraid to tackle hard things as he set up a personal meeting with the Eureka Fire Chief. Also there was a social media issue that the Fire Chief took care of very quickly and Council Member Rowley was grateful for his swift and prompt actions.

Council Member Montoya stated that Fire/EMS were the chosen departments by the Youth City Council and they are enjoying paying attention to the Fire/EMS happenings in their neighborhoods and are asking more questions about the inner workings of those departments. Thank you to staff because of the extra time put in because of all of the projects that have been going on this past year.

Council Member Miller said that he was disappointed with the Fire/EMS because he hears slandering of the city council from that specific department and that is due to a leadership problem – namely the Fire Chief. Disappointed that the Fire Chief hadn't attended a city council meeting and heard what the city council has said since they have posted on social media that the city council doesn't listen to residents. Supports the Fire Chief but opines that going forward the city needs a full time fire chief who is able to provide full-time leadership – especially in the day-time and wants to get the fire district started. City Manager Reeves stated that the fire district is started. Council Member Miller said that he wanted to hear more updates or have a representative at council meetings.

Mayor Hunsaker is confused about Santaquin Canyon Road, talked to Forest Service and said they are bidding out services to repair the road that was washed out sometime next year but after talking to Utah county it might take longer. Need to be strategic about the road repairs and is frustrated that the community no longer has access to the canyon. Wanted to recognize a resident, Catherine Holman, this past week who passed away and attended a lot of city council meetings.

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

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

ADJOURNMENT

At 7:28 pm Council Member Mecham moved to adjourn. Council Member Montoya seconded the motion. The vote was as follows:

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

The motion passed with a 4 to 0 vote.

SANTAQUIN CITY CORPORATION
Invoice Register - 9/14/2019 to 9/27/2019 - All Invoices

9/27/2019

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
8132019B	ADCOCK, ARTHUR LEE	78573	9/16/2019	9/16/2019	\$25.00	1078310	PROFESSIONAL & TECHNICA	Planning Commission 08-13-201
8272019B	ADCOCK, ARTHUR LEE	78573	9/16/2019	9/16/2019	\$25.00	1078310	PROFESSIONAL & TECHNICA	Planning Commission 08-27-201
9102019B	ADCOCK, ARTHUR LEE	78573	9/16/2019	9/16/2019	\$25.00	1078310	PROFESSIONAL & TECHNICA	Planning Commission 09-10-201
	Vendor Total:				\$75.00			
2019-1517	ALL PRO SECURITY, LLC	78587	9/17/2019	9/17/2019	\$468.00	1042310	PROFESSIONAL & TECHNICA	APS Deputy Constables for Justi
9232019D	AMERICAN LEGION AUXILARY - SAN	78672	9/23/2019	9/23/2019	\$133.36	1038900	SUNDRY REVENUES	Reimbursement to City
13730	AMERICAN PAVEMENT PRESERVATI	78513	9/14/2019	9/14/2019	\$233,987.90	4540200	ROAD MAINTENANCE	MICRO FOIR THE ROADS
9242019B	ARGYLE, CHAD	78681	9/24/2019	9/24/2019	\$101.37	1054230	EDUCATION, TRAINING & TRA	Reimbursement - Drywall & Und
Refund: 957219	ASHBY, JASON		9/26/2019	9/26/2019	\$4.66	5113110	ACCOUNTS RECEIVABLE	Refund: 957219 - ASHBY, JASO
XC09202019-137	Austin & Talyr Lenwill	78615	9/20/2019	9/20/2019	\$50.00	1022375	EMPLOYEE SIGNIFICANT EVE	Baby - Group Fund
17232	BELL, DEPUTY SEAN	78514	9/14/2019	9/14/2019	\$18.50	1042310	PROFESSIONAL & TECHNICA	COURT
PO# 17-232	BEST DEAL SPRINGS	78515	9/14/2019	9/14/2019	\$52.54	5240520	WRF - SUPPLIES	SEWER
1079718	BEST DEAL SPRINGS	78515	9/14/2019	9/14/2019	\$562.66	1060250	EQUIPMENT MAINTENANCE	ROAD
1079782	BEST DEAL SPRINGS	78515	9/14/2019	9/14/2019	\$32.05	1060250	EQUIPMENT MAINTENANCE	Oil Bath Seal
1080252	BEST DEAL SPRINGS	78617	9/19/2019	9/19/2019	\$32.05	1060250	EQUIPMENT MAINTENANCE	Oil Bath Seal
	Vendor Total:				\$647.25			
XC09222019-137	BLACKMAN, LYNDSEY 801-232-5386	78621	9/22/2019	9/22/2019	\$260.00	1022430	COURT FINES AND FORFEITU	DYLAN MUIR
SEP19162	BLOMQUIST HALE CONSULTING	78516	9/14/2019	9/14/2019	\$190.40	1022506	EAP	SEPTEMBER
UT20191687	BLUE STAKES	78517	9/14/2019	9/14/2019	\$159.96	5140210	BOOKS, SUBSCRIPTIONS & M	WATER
44215	BLUELINE BACKGROUND SCREEN	78585	9/17/2019	9/17/2019	\$270.00	1043310	PROFESSIONAL & TECHNICA	FSA Plan Document Amendmen
1618815	BONNEVILLE INDUSTRIAL SUPPLY C	78641	9/22/2019	9/22/2019	\$2,823.04	5240240	SUPPLIES	SEWER
1618815-1	BONNEVILLE INDUSTRIAL SUPPLY C	78518	9/14/2019	9/14/2019	\$150.54	5240240	SUPPLIES	SEWER
	Vendor Total:				\$2,973.58			
001	BROWN, JOLYN & JACOB *	78682	9/24/2019	9/24/2019	\$48.00	7240210	BOOKS, SUBSCRIPTIONS & M	Book
9242019D	BUTLER, GERRY	78683	9/24/2019	9/24/2019	\$285.00	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
XC09162019-137	Byington, Andy	78581	9/16/2019	9/16/2019	\$404.97	1022430	COURT FINES AND FORFEITU	Bail Refund

SANTAQUIN CITY CORPORATION

Invoice Register - 9/14/2019 to 9/27/2019 - All Invoices

9/27/2019

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
Refund: 816404	C R & NOLA CHARLESWORTH (RENT		9/26/2019	9/26/2019	\$91.20	5113110	ACCOUNTS RECEIVABLE	Refund: 816404 - C R & NOLA
1544-ID-356716	CARQUEST AUTO PARTS (ADVANCE	78624	9/23/2019	9/23/2019	\$81.88	7657250	EQUIPMENT MAINTENANCE	Auto Parts
UP28118	CENTURY EQUIPMENT COMP	78519	9/14/2019	9/14/2019	\$4,500.00			
					1,500.00	1060250	EQUIPMENT MAINTENANCE	ROAD
					1,500.00	5140250	EQUIPMENT MAINTENANCE	WATER
					1,500.00	5240250	EQUIPMENT MAINTENANCE	SEWER
90719	CENTURYLINK	78632	9/22/2019	9/22/2019	\$60.53		TELEPHONE	754-5293
					60.53	1051280		
19H2042	CHEMTECH-FORD, INC	78631	9/22/2019	9/22/2019	\$148.00	5240310	PROFESSIONAL & TECHNICA	SEWER
					148.00			
19I0105	CHEMTECH-FORD, INC	78520	9/14/2019	9/14/2019	\$100.00	5140310	PROFESSIONAL & TECHNICA	WATER
					100.00			
19I0108	CHEMTECH-FORD, INC	78635	9/22/2019	9/22/2019	\$105.00	5240310	PROFESSIONAL & TECHNICA	SEWER
					105.00			
19I0616	CHEMTECH-FORD, INC	78633	9/22/2019	9/22/2019	\$100.00	5140310	PROFESSIONAL & TECHNICA	WATER
					100.00			
19I0617	CHEMTECH-FORD, INC	78635	9/22/2019	9/22/2019	\$105.00	5240310	PROFESSIONAL & TECHNICA	SEWER
					105.00			
	Vendor Total:				\$558.00			
PRO91419-7171	CHILD SUPPORT SERVICES/ORS	78606	9/19/2019	9/19/2019	\$215.54	1022420	GARNISHMENTS	Garnishment - Child Support
					215.54			
90319	Child, Tanner	78620	9/14/2019	9/14/2019	\$150.00	1060230	EDUCATION, TRAINING & TRA	REIMBURSE
					150.00			
8132019F	COLSON, PAMELA	78577	9/16/2019	9/16/2019	\$25.00	1078310	PROFESSIONAL & TECHNICA	Planning Commission 08-13-201
					25.00			
8272019F	COLSON, PAMELA	78577	9/16/2019	9/16/2019	\$25.00	1078310	PROFESSIONAL & TECHNICA	Planning Commission 08-27-201
					25.00			
9102019	COLSON, PAMELA	78577	9/16/2019	9/16/2019	\$25.00	1078310	PROFESSIONAL & TECHNICA	Planning Commission 09-10-201
					25.00			
	Vendor Total:				\$75.00			
UCAO#F18-1923	COMMISSION OF CRIMINAL & JUVEN		9/14/2019	9/14/2019	\$1,904.80	1022496	POLICE EVIDENCE	REF#UCAO #F18-1923-1
					1,904.80			
127923	CREATIVE PRODUCT SOURCING, IN	78522	9/14/2019	9/14/2019	\$4,608.19	1054240	SUPPLIES	POLICE
					4,608.19			
17236	DAHLQUIST, DAVID	78634	9/22/2019	9/22/2019	\$30.00	1042310	PROFESSIONAL & TECHNICA	COURT
PO# 17-236					30.00			
9172019B	DAILY HERALD, THE	78589	9/17/2019	9/17/2019	\$101.64	1078220	NOTICE, ORDINANCES & PUB	Public Notice Publication
					101.64			
19-1848	DELCO WESTERN	78639	9/22/2019	9/22/2019	\$1,802.72	5140240	SUPPLIES	WATER
					1,802.72			
6660526	DEMCO, INC	78523	9/14/2019	9/14/2019	\$335.56	7240240	SUPPLIES	LIBRARY
					335.56			
51-1347	DIVISION OF WATER RIGHTS	78614	9/19/2019	9/19/2019	\$50.00	5140240	SUPPLIES	Request for Extension of Time to
					50.00			
Refund: 1043150	DR HORTON		9/26/2019	9/26/2019	\$64.92	5113110	ACCOUNTS RECEIVABLE	Refund: 1043150 - DR HORTON
					64.92			

SANTAQUIN CITY CORPORATION
Invoice Register - 9/14/2019 to 9/27/2019 - All Invoices

9/27/2019

<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>
Refund: 1509300	DR HORTON		9/26/2019	9/26/2019	\$64.92	5113110	ACCOUNTS RECEIVABLE	Refund: 1509300 - DR HORTON
Refund: 1509620	DR HORTON		9/26/2019	9/26/2019	\$58.43	5113110	ACCOUNTS RECEIVABLE	Refund: 1509620 - DR HORTON
Refund: 5002870	DR HORTON		9/26/2019	9/26/2019	\$77.91	5113110	ACCOUNTS RECEIVABLE	Refund: 5002870 - DR HORTON
Refund: 5003070	DR HORTON		9/26/2019	9/26/2019	\$114.41	5113110	ACCOUNTS RECEIVABLE	Refund: 5003070 - DR HORTON
Refund: 5003110	DR HORTON		9/26/2019	9/26/2019	\$77.91	5113110	ACCOUNTS RECEIVABLE	Refund: 5003110 - DR HORTON
Refund: 5003240	DR HORTON		9/26/2019	9/26/2019	\$25.97	5113110	ACCOUNTS RECEIVABLE	Refund: 5003240 - DR HORTON
Refund: 5003340	DR HORTON		9/26/2019	9/26/2019	\$88.13	5113110	ACCOUNTS RECEIVABLE	Refund: 5003340 - DR HORTON
Refund: 5032301	DR HORTON		9/26/2019	9/26/2019	\$17.42	5113110	ACCOUNTS RECEIVABLE	Refund: 5032301 - DR HORTON
Refund: 5032701	DR HORTON		9/26/2019	9/26/2019	\$79.37	5113110	ACCOUNTS RECEIVABLE	Refund: 5032701 - DR HORTON
PR091419-8708	ECMC - MN	78607	9/19/2019	9/19/2019	\$219.52	1022420	GARNISHMENTS	Garnishment
PR091419-383	EFTPS	9999	9/19/2019	9/19/2019	\$28,603.97		FICA PAYABLE	Social Security Tax
					16,053.12	1022210	FICA PAYABLE	Medicare Tax
					3,754.50	1022210	FEDERAL WITHHOLDING PAY	Federal Income Tax
					8,796.35	1022220		
IN36717	EMERALD TURF FARM	78525	9/14/2019	9/14/2019	\$350.00		FIELD MAINTENANCE EXPEN	FIELD MAINTENANCE
7758	EMERGENCY SAFETY SUPPLY	78623	9/23/2019	9/23/2019	\$645.09	1070310	EMS - SUPPLIES	EMS Supplies
8272019G	FRANCOM, KYLE & CARLENE	78578	9/16/2019	9/16/2019	\$25.00	1078310	PROFESSIONAL & TECHNICA	Planning Commission 08-27-201
36618	FREEDOM MAILING SERVICES, INC	78636	9/22/2019	9/22/2019	\$1,929.67		SUPPLIES	P.I.
NP56868554	FUELMAN-STATE OF UTAH GASCAR	78580	9/16/2019	9/16/2019	\$8,129.20			
					270.04	1043260	FUEL	AUGUST BILL
					19.39	1048260	FUEL	AUGUST BILL
					3,301.38	1054260	FUEL	AUGUST BILL
					378.54	1060260	FUEL	AUGUST BILL
					378.54	1062260	FUEL	AUGUST BILL
					218.41	1068260	FUEL	AUGUST BILL
					378.54	1070260	FUEL	AUGUST BILL
					378.54	1077260	FUEL	AUGUST BILL
					378.54	5140260	FUEL	AUGUST BILL
					378.54	5240260	FUEL	AUGUST BILL
					468.49	6140260	FUEL	AUGUST BILL
					951.73	7657260	FUEL	FIRE - AUGUST BILL
					628.52	7657260	FUEL	EMS - AUGUST BILL
11986	GAUSE HEATING AND APPLIANCE	78526	9/14/2019	9/14/2019	\$361.80		EQUIPMENT SUPPLIES & MAI	FREEZER REPAIR
2155199	GENEVA ROCK	78527	9/14/2019	9/14/2019	\$934.75		SUPPLIES	ROADS
					934.75	1060240		

SANTAQUIN CITY CORPORATION
Invoice Register - 9/14/2019 to 9/27/2019 - All Invoices

9/27/2019

<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>
1103/1	Gordons Hardware Inc - Ace	78637	9/22/2019	9/22/2019	\$24.96		SUPPLIES	P.I.
					24.96	5440240		
8132019E	GUNNELL, BRADLEY DON	78576	9/16/2019	9/16/2019	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	Planning Commission 08-13-201
8272019E	GUNNELL, BRADLEY DON	78576	9/16/2019	9/16/2019	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	Planning Commission 08-27-201
9102019E	GUNNELL, BRADLEY DON	78576	9/16/2019	9/16/2019	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	Planning Commission 09-10-201
	Vendor Total:				\$75.00			
11612407	HACH COMPANY	78528	9/14/2019	9/14/2019	\$419.98		WRF - CHEMICAL SUPPLIES	WRF
					419.98	5240510		
11633064	HACH COMPANY	78638	9/22/2019	9/22/2019	\$810.00		WRF - CHEMICAL SUPPLIES	WRF
					810.00	5240510		
	Vendor Total:				\$1,229.98			
f8e0buj	HEALTH EQUITY INC,	9999	9/24/2019	9/24/2019	\$345.59		FSA	Replenishment for Flex 2020
					345.59	1022502		
h1avf4e	HEALTH EQUITY INC,	9999	9/24/2019	9/24/2019	\$373.44		FSA	Replenishment for Flex 2020
					373.44	1022502		
	Vendor Total:				\$719.03			
68865260	HENRY SCHEIN	78622	9/22/2019	9/22/2019	\$335.48		EMS - SUPPLIES	EMS
					335.48	7657242		
9021400	HOME DEPOT	78531	9/14/2019	9/14/2019	\$81.47		RECREATION/PW BLDG REM	MIRRORS
					81.47	5740415		
0551206047	HONEY BUCKET	78532	9/14/2019	9/14/2019	\$2,805.34		BUCK-A-ROO	LITTLE BUCK A ROO
					623.41	6240206	RODEO EXPENSE	RODEO
					623.41	6240260	FUN RUN	FUN RUN
					207.80	6240317	ACTIVITIES IN THE PARK	ACTIVITIES IN THE PARK
					623.41	6240320	PARADE EXPENSE	PARADE
					103.90	6240338	FAMILY NIGHT EXPENSE	FAMILY NIGHT
					623.41	6240490		
0551228686	HONEY BUCKET	78640	9/22/2019	9/22/2019	\$72.32		SOCCER EXPENSE	175 S 400 W
					72.32	6140610		
0551229881	HONEY BUCKET	78640	9/22/2019	9/22/2019	(\$56.25)		BASEBALL SUPPLIES	100 S 300 E
					-56.25	6140240		
0989397	HONEY BUCKET	78647	9/22/2019	9/22/2019	\$75.00		SOCCER EXPENSE	45 W 100 S
					75.00	6140610		
	Vendor Total:				\$2,896.41			
51914	HORROCKS ENGINEERS, INC	78675	9/24/2019	9/24/2019	\$2,746.00		NRCS - DEBRIS BASIN STUDY	Santaquin Debris Basin Plan EA
					2,746.00	4140816		
52349	HORROCKS ENGINEERS, INC	78675	9/24/2019	9/24/2019	\$914.00		NRCS - DEBRIS BASIN STUDY	Santaquin Debris Basin Plan EA
					914.00	4140816		
	Vendor Total:				\$3,660.00			
RT19080753	HUMPHRIES INC	78533	9/14/2019	9/14/2019	\$10.50		EMS - SUPPLIES	EMS
					10.50	7657242		
8099104-01	INDUSTRIAL SUPPLY		9/14/2019	9/14/2019	\$82.32		WRF - SUPPLIES	WRF
					82.32	5240520		
8099104-02	INDUSTRIAL SUPPLY	78642	9/22/2019	9/22/2019	\$108.89		WRF - SUPPLIES	WRF
					108.89	5240520		

SANTAQUIN CITY CORPORATION
Invoice Register - 9/14/2019 to 9/27/2019 - All Invoices

9/27/2019

<u>Invoice No.</u>	<u>Vendor</u> <u>Vendor Total:</u>	<u>Check No.</u>	<u>Ledger</u> <u>Date</u>	<u>Due</u> <u>Date</u>	<u>Amount</u> <u>\$191.21</u>	<u>Account No.</u>	<u>Account Name.</u>	<u>Description</u>
41275814	INGRAM BROOK GROUP	78535	9/14/2019	9/14/2019	\$210.60	7240210	BOOKS, SUBSCRIPTIONS & M LIBRARY	
41694467	INGRAM BROOK GROUP	78684	9/24/2019	9/24/2019	\$245.91	7240210	BOOKS, SUBSCRIPTIONS & M Books	
41756615	INGRAM BROOK GROUP	78684	9/24/2019	9/24/2019	\$31.98	7240210	BOOKS, SUBSCRIPTIONS & M Books	
	Vendor Total:				\$488.49			
83119	IRIS MEDICAL	78643	9/22/2019	9/22/2019	\$3,722.59	7657211	EMS BILLING SERVICES EXP	AUGUST
Refund: 5001501	J & J STUBBS PROPERTIES, LLC (RE		9/26/2019	9/26/2019	\$103.05	5113110	ACCOUNTS RECEIVABLE	Refund: 5001501 - J & J STUBB
0127867	J-U-B- ENGINEERING	78644	9/22/2019	9/22/2019	\$169.65	4140817	2019 HANSEN TANK PROJEC	HANSEN TANK
9132019E	JACK WILLIAMS HOMES	78536	9/16/2019	9/16/2019	\$141,453.89	1022450-155	(BOND - CONSTRUCTION) HI	Construction Bond Release - Hig
Refund: 6209791	JACOBSEN, ANDREW		9/26/2019	9/26/2019	\$27.65	5113110	ACCOUNTS RECEIVABLE	Refund: 6209791 - JACOBSEN,
34136	JOHNSON TIRE SERVICE	78678	9/24/2019	9/24/2019	\$164.95	1054250	EQUIPMENT MAINTENANCE	Tires
18754	JOHNSON TRACTOR	78537	9/14/2019	9/14/2019	\$442.25	1070310	FIELD MAINTENANCE EXPEN	FIELD MAINTENANCE
90319	JOHNSON, AMY	78538	9/14/2019	9/14/2019	\$70.41	6140335	MISC SUPPLIES	REIMBURSE
1080	JOHNSON, STEVEN	78539	9/14/2019	9/14/2019	\$15.00	1060250	EQUIPMENT MAINTENANCE	1995 TWAMCO TILT CHECK
XC09172019-137	Kay, Jaden	78591	9/17/2019	9/17/2019	\$50.00	1022430	COURT FINES AND FORFEITU	Bail Refund
72118002	LAMB, JOYCE	78540	9/14/2019	9/14/2019	\$50.00	1043230	EDUCATION, TRAINING AND T	REIMBURSE
17125	LARA, PEGGIE	78541	9/14/2019	9/14/2019	\$50.00	1042310	PROFESSIONAL & TECHNICA	COURT
30598	LEXIPOL LLC	78542	9/14/2019	9/14/2019	\$5,538.00	1054311	PROFESSIONAL & TECHNICA	POLICE
91319	Lowham, KC	78571	9/14/2019	9/14/2019	\$194.08	1054240	SUPPLIES	REIMBURSE
9232019	MAGENO, CHRISTOPHER & HAYDEN		9/23/2019	9/23/2019	\$27.84	6140335	MISC SUPPLIES	Supplies
91119	Mageno, Hayden	78672	9/22/2019	9/22/2019	\$89.11	6140335	MISC SUPPLIES	REIMBURSE
XC09202019-137	Maycen & Brysan Tanner	78616	9/20/2019	9/20/2019	\$50.00	1022375	EMPLOYEE SIGNIFICANT EVE	Wedding - Group Fund
9232019B	MECHAM, BRYAN	78673	9/23/2019	9/23/2019	\$61.17	6140335	MISC SUPPLIES	Supplies
8132019C	MENDENHALL-SPERRY, MICHELLE	78574	9/16/2019	9/16/2019	\$25.00	1078310	PROFESSIONAL & TECHNICA	Planning Commission 08-13-201
8272019C	MENDENHALL-SPERRY, MICHELLE	78574	9/16/2019	9/16/2019	\$25.00	1078310	PROFESSIONAL & TECHNICA	Planning Commission 08-27-201

SANTAQUIN CITY CORPORATION
Invoice Register - 9/14/2019 to 9/27/2019 - All Invoices

9/27/2019

<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>
9102019C	MENDENHALL-SPERRY, MICHELLE	78574	9/16/2019	9/16/2019	\$25.00	1078310	PROFESSIONAL & TECHNICA	Planning Commission 09-10-201
	Vendor Total:				\$75.00			
113-9783014-115	MILLER, SARAH JANE	78588	9/17/2019	9/17/2019	\$27.65	7540240	SUPPLIES	Ice Machine Cleaner
11691	MILLER, SARAH JANE	78588	9/17/2019	9/17/2019	\$70.00	7540200	EDUCATION, TRAVEL, TRAINI	Food Safety Managers Certificat
	Vendor Total:				\$97.65			
600778	MONSEN ENGINEERING INC	78645	9/22/2019	9/22/2019	\$274.18	1048250	EQUIPMENT MAINTENANCE	ENGINEERING
68662003	MORTENSEN, KAREN	78544	9/14/2019	9/14/2019	\$50.00	1043230	EDUCATION, TRAINING AND T	REIMBURSE
1888336	MOUNTAIN ALARM	78583	9/17/2019	9/17/2019	\$39.00	1051300	BUILDINGS & GROUND MAIN	Monitoring & UL Fire Monitoring
S103232611.001	MOUNTAINLAND SUPPLY	78648	9/22/2019	9/22/2019	\$142.92	5140240	SUPPLIES	WATER
S103240750.001	MOUNTAINLAND SUPPLY	78625	9/22/2019	9/22/2019	\$780.72	1070300	BUILDINGS & GROUNDS MAI	PARKS
S103240750.002	MOUNTAINLAND SUPPLY	78648	9/22/2019	9/22/2019	\$663.64	5240240	SUPPLIES	SEWER
S103240750.003	MOUNTAINLAND SUPPLY	78646	9/22/2019	9/22/2019	\$1,231.34	5140240	SUPPLIES	WATER
S103240750.004	MOUNTAINLAND SUPPLY	78646	9/22/2019	9/22/2019	\$213.21	5140240	SUPPLIES	WATER
S103244434.001	MOUNTAINLAND SUPPLY	78646	9/22/2019	9/22/2019	\$68.75	1070300	BUILDINGS & GROUNDS MAI	PARKS
S103245902.001	MOUNTAINLAND SUPPLY	78677	9/24/2019	9/24/2019	\$124.87	5140240	SUPPLIES	Supplies- Wall Charger
	Vendor Total:				\$3,225.45			
715719	NATIONAL BENEFIT SERVICES	78582	9/17/2019	9/17/2019	\$150.00	1043310	PROFESSIONAL & TECHNICA	FSA Plan Document Amendmen
Refund: 3900201	NAUMAN, WADE & MELISSA		9/26/2019	9/26/2019	\$141.00	5113110	ACCOUNTS RECEIVABLE	Refund: 3900201 - NAUMAN, W
PR091419-13093	NEBO LODGE #45	78608	9/19/2019	9/19/2019	\$18.00	1022425	FOP DUES	FOP Dues (Nebo Lodge #45)
6958519	NICHOLAS & COMPANY	78545	9/14/2019	9/14/2019	\$3,381.49	7540480	FOOD	SENIORS
11689	OUT BACK GRAPHICS, LLC	78649	9/22/2019	9/22/2019	\$1,625.00	1060490	STREET SIGNS	ROADS
11720	OUT BACK GRAPHICS, LLC	78649	9/22/2019	9/22/2019	\$138.00	7657244	UNIFORMS	UNIFORMS
	Vendor Total:				\$1,763.00			
321558	PAYSON AUTO SUPPLY - NAPA	78546	9/14/2019	9/14/2019	\$43.95	5140240	SUPPLIES	WATER
321820	PAYSON AUTO SUPPLY - NAPA	78546	9/14/2019	9/14/2019	\$54.43	1070310	FIELD MAINTENANCE EXPEN	FIELD MAINTENANCE

SANTAQUIN CITY CORPORATION
Invoice Register - 9/14/2019 to 9/27/2019 - All Invoices

9/27/2019

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
321911	PAYSON AUTO SUPPLY - NAPA	78546	9/14/2019	9/14/2019	(\$32.49)	1070250	EQUIPMENT MAINTENANCE	PARK
321914	PAYSON AUTO SUPPLY - NAPA	78546	9/14/2019	9/14/2019	\$17.95	1070250	EQUIPMENT MAINTENANCE	PARK
322272	PAYSON AUTO SUPPLY - NAPA	78546	9/14/2019	9/14/2019	\$91.08	5240520	WRF - SUPPLIES	WRF
322298	PAYSON AUTO SUPPLY - NAPA	78546	9/14/2019	9/14/2019	\$5.38	1060250	EQUIPMENT MAINTENANCE	ROAD
322437	PAYSON AUTO SUPPLY - NAPA	78546	9/14/2019	9/14/2019	\$252.95	1060250	EQUIPMENT MAINTENANCE	ROAD
322483	PAYSON AUTO SUPPLY - NAPA	78546	9/14/2019	9/14/2019	\$50.96	1060250	EQUIPMENT MAINTENANCE	ROAD
322723	PAYSON AUTO SUPPLY - NAPA	78546	9/14/2019	9/14/2019	\$238.93	1060250	EQUIPMENT MAINTENANCE	ROAD
323374	PAYSON AUTO SUPPLY - NAPA	78650	9/22/2019	9/22/2019	\$194.06	4140701	RELOCATION TO PW BUILDIN	RELOCATION
	Vendor Total:				\$917.20			
2176	PAYSON CHRONICLE	78547	9/14/2019	9/14/2019	\$89.60	1041613	ELECTION	BOND PUBLIC HERAING FOR
2178	PAYSON CHRONICLE	78651	9/22/2019	9/22/2019	\$247.80	1078220	NOTICE, ORDINANCES & PUB	EKINS ANNEXATION
	Vendor Total:				\$337.40			
2250170	PETERSON PLUMBING SUPPLY	78548	9/14/2019	9/14/2019	\$365.67	5140240	SUPPLIES	WATER
044242-10147	Peterson Tire of Santequin (Big O Tires)	78652	9/22/2019	9/22/2019	\$18.14	1068250	EQUIPMENT MAINT	INSPECTIONS
044242-10148	Peterson Tire of Santequin (Big O Tires)	78667	9/22/2019	9/22/2019	\$69.99	1054250	EQUIPMENT MAINTENANCE	POLICE
044242-10191	Peterson Tire of Santequin (Big O Tires)	78626	9/22/2019	9/22/2019	\$111.97	1070250	EQUIPMENT MAINTENANCE	PARKS
044242-10224	Peterson Tire of Santequin (Big O Tires)	78626	9/22/2019	9/22/2019	\$42.92	1054250	EQUIPMENT MAINTENANCE	POLICE
044242-10294	Peterson Tire of Santequin (Big O Tires)	78655	9/22/2019	9/22/2019	\$16.99	1048240	SUPPLIES	ENGINEERING
	Vendor Total:				\$260.01			
2 - 2018 Fire SC	PNC EQUIPMENT FINANCE	78618	9/16/2019	9/16/2019	\$27,265.00	4241061	FIRE SCBA EQUIPMENT LEAS	Principal - 2018 Fire SCBA Equip
					\$21,276.12	4248200	Debt service - interest	Interest - 2018 Fire SCBA Equip
191080	REC 1 (CIVIC PLUS - CIRILIAN, INC)	78549	9/14/2019	9/14/2019	\$564.73	6134150	PARK RENTAL REVENUE	AUGUST
					2.60	6134235	UNIFORMS	AUGUST
					8.19	6134400	TUMBLING/GYMNASTICS	AUGUST
					55.95	6134410	KIDS CAMPS/EVENTS	AUGUST
					0.80	6134470	KARATE	AUGUST
					19.72	6134500	FOOTBALL REGISTRATION	AUGUST
					50.52	6134600	ADULT SPORTS	AUGUST
					3.50	6134680	GOLF TOURNAMENTS	AUGUST
					6.00	6134700	SOCCER REGISTRATION	AUGUST

SANTAQUIN CITY CORPORATION
Invoice Register - 9/14/2019 to 9/27/2019 - All Invoices

9/27/2019

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
24883	RED RHINO INDUSTRIAL	78656	9/22/2019	9/22/2019	10.71	6134800	AEROBICS	AUGUST
					340.03	6234205	RODEO REVENUE	AUGUST
					3.36	6234230	HOME RUN DERBY	AUGUST
					2.03	6234258	SANTAQUIN DAYS MISCELLA	AUGUST
					0.25	6234263	HIPNO HICK	AUGUST
					54.99	6238900	DONATIONS	AUGUST
					\$420.86			
					420.86	4140701	RELOCATION TO PW BUILDIN	RELOCATION
0864-001384452	REPUBLIC SERVICES LLC	78550	9/14/2019	9/14/2019	\$21.00			
					21.00	1062311	WASTE PICKUP CHARGES	190 S 400 W
0864-001386223	REPUBLIC SERVICES LLC	78550	9/14/2019	9/14/2019	\$387.45			
					387.45	1062311	WASTE PICKUP CHARGES	CITY USE
0864-001387481	REPUBLIC SERVICES LLC	78657	9/22/2019	9/22/2019	\$28,102.98			
					19,935.34	1062311	WASTE PICKUP CHARGES	WASTE
					8,167.64	1062312	RECYCLING PICKUP CHARGE	RECYCLING
					\$28,511.43			
	Vendor Total:							
538304	REVCO	78658	9/22/2019	9/22/2019	\$170.05			
					170.05	4340300	COPIER CONTRACT	COPIERS
541811	REVCO	78551	9/14/2019	9/14/2019	\$515.38			
					515.38	4340300	COPIER CONTRACT	COPIERS
541812	REVCO	78551	9/14/2019	9/14/2019	\$170.05			
					170.05	4340300	COPIER CONTRACT	COPIERS-AUGUST
541812B	REVCO	78551	9/14/2019	9/14/2019	\$170.05			
					170.05	4340300	COPIER CONTRACT	COPIERS-SEPT
	Vendor Total:				\$1,025.53			
1012	RH BORDEN AND COMPANY, LLC	78552	9/14/2019	9/14/2019	\$3,750.00			
					3,750.00	5240325	SEWER LINE CLEANOUT EXP	SEWER LINE CLEANOUT
XC09172019-137	Rivas, Marilyn	78590	9/17/2019	9/17/2019	\$61.00			
					61.00	1022430	COURT FINES AND FORFEITU	Bail Refund
90919	ROCKY MOUNTAIN POWER	78659	9/22/2019	9/22/2019	\$14.52			
					14.52	5440273	UTILITIES	1250 S CANYON
90919B	ROCKY MOUNTAIN POWER	78659	9/22/2019	9/22/2019	\$3,029.51			
					3,029.51	5140273	UTILITIES	1100 S CANYON ROAD
90919C	ROCKY MOUNTAIN POWER	78659	9/22/2019	9/22/2019	\$31.95			
					31.95	1060270	UTILITIES - STREET LIGHTS	509 FIRE STONE
90919D	ROCKY MOUNTAIN POWER	78659	9/22/2019	9/22/2019	\$10,699.80			
					178.43	1051270	UTILITIES	1213 N CENTER
					403.41	1051270	UTILITIES	1213 N CENTER
					15.44	1070270	UTILITIES	1000 N CENTER
					555.72	5240270	UTILITIES	10 W GINGER
					9,546.80	5240500	WRF - UTILITIES	1215 N CENTER
91019	ROCKY MOUNTAIN POWER	78659	9/22/2019	9/22/2019	\$18.27			
					18.27	1060270	UTILITIES - STREET LIGHTS	1026 E MAIN
91019B	ROCKY MOUNTAIN POWER	78659	9/22/2019	9/22/2019	\$98.51			
					31.98	1060270	UTILITIES - STREET LIGHTS	1005 S RED BARN
					40.52	1060270	UTILITIES - STREET LIGHTS	415 TRAVERTINE WAY
					18.65	1060270	UTILITIES - STREET LIGHTS	154 E 950 S
					7.36	1060270	UTILITIES - STREET LIGHTS	80 E 770 N
9172019	ROCKY MOUNTAIN POWER	78584	9/17/2019	9/17/2019	\$26.96			
					26.96	1060270	UTILITIES - STREET LIGHTS	115 W 860 N

SANTAQUIN CITY CORPORATION
Invoice Register - 9/14/2019 to 9/27/2019 - All Invoices

9/27/2019

<u>Invoice No.</u>	<u>Vendor</u> <u>Vendor Total:</u>	<u>Check No.</u>	<u>Ledger</u> <u>Date</u>	<u>Due</u> <u>Date</u>	<u>Amount</u> <u>\$13,919.52</u>	<u>Account No.</u>	<u>Account Name.</u>	<u>Description</u>
OD1913	ROCKY MOUNTAIN PROFESSIONAL	78660	9/22/2019	9/22/2019	\$250.00		RODEO EXPENSE	BUCKLE SPONSOR FOR FINA
PO# OD19-13					250.00	6240260		
P14911	ROCKY MOUNTAIN TURF - RMT EQUI	78661	9/22/2019	9/22/2019	\$111.33		EQUIPMENT MAINTENANCE	PARK
					111.33	1070250		
P15233	ROCKY MOUNTAIN TURF - RMT EQUI	78661	9/22/2019	9/22/2019	\$118.76		EQUIPMENT MAINTENANCE	PARK
					118.76	1070250		
	Vendor Total:				\$230.09			
238034	RON GORDON TIRE PROS	78619	9/19/2019	9/19/2019	\$458.58		EQUIPMENT MAINTENANCE	Tires & Service Charge
					458.58	5140250		
242629	RON GORDON TIRE PROS	78553	9/14/2019	9/14/2019	\$367.90		EQUIPMENT MAINTENANCE	P.I.
					367.90	5440250		
243043	RON GORDON TIRE PROS	78662	9/22/2019	9/22/2019	\$610.80		EQUIPMENT MAINTENANCE	POLICE
					610.80	1054250		
	Vendor Total:				\$1,437.28			
5555-406285	ROYAL WHOLESALE ELECTRIC - CO	78554	9/14/2019	9/14/2019	\$74.96		CAPITAL VEHICLE & EQUIPM	SCOREBOARD
					74.96	6140740		
5555-406736	ROYAL WHOLESALE ELECTRIC - CO	78664	9/22/2019	9/22/2019	\$520.32		BUILDINGS & GROUNDS MAI	PARKS
					520.32	1070300		
5555-407362	ROYAL WHOLESALE ELECTRIC - CO	78654	9/22/2019	9/22/2019	\$126.53		SUPPLIES	ROADS
					126.53	1060240		
6695-678888	ROYAL WHOLESALE ELECTRIC - CO	78664	9/22/2019	9/22/2019	\$990.10		SUPPLIES	WATER
					990.10	5140240		
	Vendor Total:				\$1,711.91			
91019	SANTAQUIN CITY UTILITIES	78665	9/22/2019	9/22/2019	\$200.00		SEWER FUND DONATIONS	SEPTEMBER
					200.00	5221600		
PR091419-266	SANTAQUIN CITY UTILITIES	78609	9/19/2019	9/19/2019	\$740.00		UTILITIES PAYABLE	Utilities
					690.00	1022350	UTILITIES PAYABLE	Cemetery
					50.00	1022350		
	Vendor Total:				\$940.00			
S109512	SEMI SERVICE INC	78555	9/14/2019	9/14/2019	\$44.00		EQUIPMENT MAINTENANCE	ROADS
					44.00	1060250		
9232019C	SHIRLEY, KEITH AARON	78674	9/23/2019	9/23/2019	\$61.00		EDUCATION, TRAINING AND T	UMCA Per Diem
					61.00	1043230		
8128040234	SHRED-IT US JV LLC	78666	9/22/2019	9/22/2019	\$296.46		PROFESSIONAL & TECHNICA	ADMIN
					296.46	1043310		
72103002	SHUPE, BRENDA	78556	9/14/2019	9/14/2019	\$50.00		EDUCATION, TRAINING AND T	REIMBURSE
					50.00	1043230		
Refund: 6209670	SIERRA HOMES		9/26/2019	9/26/2019	\$52.32		ACCOUNTS RECEIVABLE	Refund: 6209670 - SIERRA HO
					52.32	5113110		
3183819RI	SKAGGS PUBLIC SAFETY UNIFORM	78557	9/14/2019	9/14/2019	\$187.00		SUPPLIES	ESCOTO
					187.00	1054240		
3185124RI	SKAGGS PUBLIC SAFETY UNIFORM	78557	9/14/2019	9/14/2019	\$220.00		SUPPLIES	SHEPHERD
					220.00	1054240		
	Vendor Total:				\$407.00			
14241	SMASH ATHLETICS, INC	78593	9/17/2019	9/17/2019	\$265.50		YOUTH VOLLEYBALL	VOLLEY BALL
					66.00	6140450		

SANTAQUIN CITY CORPORATION
Invoice Register - 9/14/2019 to 9/27/2019 - All Invoices

9/27/2019

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
12228	SOUTH UTAH VALLEY SOLID WASTE	78558	9/14/2019	9/14/2019	66.75	6140610	SOCCER EXPENSE	SOCCER
					66.75	6140630	FLAG FOOTBALL EXPENSE	FLAG FOOTBALL
					66.00	6140660	JR. JAZZ	BASKETBALL
Refund: 121742	SPAINHOWER, BRANDON		9/26/2019	9/26/2019	\$2,670.90	1062311	WASTE PICKUP CHARGES	AUGUST
					2,670.90			
1908-107222	SPANISH FORK BUILDERS SUPPLY	78559	9/14/2019	9/14/2019	\$200.00	5113110	ACCOUNTS RECEIVABLE	Refund: 121742 - SPAINHOWE
					200.00			
R81537	SPRINKLER SUPPLY - SPANISH FOR	78668	9/22/2019	9/22/2019	\$113.14	1060250	EQUIPMENT MAINTENANCE	ROADS
					113.14			
R82989	SPRINKLER SUPPLY - SPANISH FOR	78668	9/22/2019	9/22/2019	\$100.95	1070300	BUILDINGS & GROUNDS MAI	PARK
					100.95			
R87151	SPRINKLER SUPPLY - SPANISH FOR	78668	9/22/2019	9/22/2019	\$1,235.16	1070300	BUILDINGS & GROUNDS MAI	PARK
					1,235.16			
R87152	SPRINKLER SUPPLY - SPANISH FOR	78668	9/22/2019	9/22/2019	\$88.39	1070300	BUILDINGS & GROUNDS MAI	PARK
					88.39			
		78668	9/22/2019	9/22/2019	(\$2,060.00)	1070300	BUILDINGS & GROUNDS MAI	CREDIT
					-2,060.00			
	Vendor Total:				(\$635.50)			
591903138-172	SPRINT SOLUTIONS, INC	78669	9/22/2019	9/22/2019	\$233.65	1043280	TELEPHONE	AUGUST
					33.35	1060280	TELEPHONE	AUGUST
					11.13	1062280	TELEPHONE	AUGUST
					100.14	1068280	TELEPHONE	AUGUST
					11.13	1070280	TELEPHONE	AUGUST
					11.13	1077280	TELEPHONE	AUGUST
					33.38	1078280	TELEPHONE	AUGUST
					11.13	5140280	TELEPHONE	AUGUST
					11.13	5240280	TELEPHONE	AUGUST
5032534	STAKER PARSON COMPANIES	78560	9/14/2019	9/14/2019	\$94.13	5140240	SUPPLIES	WATER
					94.13			
5033567	STAKER PARSON COMPANIES	78670	9/22/2019	9/22/2019	\$100.89	1060240	SUPPLIES	ROAD
					100.89			
	Vendor Total:				\$195.02			
3424258174	STAPLES ADVANTAGE DEPT LA	78671	9/22/2019	9/22/2019	\$23.27	1043240	SUPPLIES	ADMIN
					23.27			
3424321673	STAPLES ADVANTAGE DEPT LA	78671	9/22/2019	9/22/2019	\$75.35	1043240	SUPPLIES	ADMIN
					75.35			
3424321674	STAPLES ADVANTAGE DEPT LA	78663	9/22/2019	9/22/2019	\$10.28	1043240	SUPPLIES	ADMIN
					10.28			
3424421113	STAPLES ADVANTAGE DEPT LA	78630	9/22/2019	9/22/2019	\$6.72	1043240	SUPPLIES	ADMIN
					6.72			
	Vendor Total:				\$115.62			
22446	STERLING CODIFIERS	78680	9/24/2019	9/24/2019	\$1,034.00	1043220	NOTICES,ORDINANCES,PUBL	Ordinances 04-01-2019 to 07-01
					1,034.00			
8302019	STRINGHAM'S HARDWARE	78579	9/16/2019	9/16/2019	\$2,705.73	1043240	SUPPLIES	AUGUST BILL
					11.95	1048240	SUPPLIES	AUGUST BILL
					26.65	1051300	BUILDINGS & GROUND MAIN	AUGUST BILL
					372.52			

SANTAQUIN CITY CORPORATION
Invoice Register - 9/14/2019 to 9/27/2019 - All Invoices

9/27/2019

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
2786234 M	STRYKER MEDICAL - STRYKER SALE	78676	9/24/2019	9/24/2019	\$180.20	1054250	EQUIPMENT MAINTENANCE	AUGUST BILL
					180.20	1054350	UTAH COUNTY ANIMAL SHEL	AUGUST BILL
TSINV000000031	TARGET SOLUTIONS LEARNING LLC	78561	9/14/2019	9/14/2019	\$5,099.00	1060250	EQUIPMENT MAINTENANCE	AUGUST BILL
1478031	THATCHER COMPANY	78653	9/22/2019	9/22/2019	\$5,261.00	1070300	BUILDINGS & GROUNDS MAI	AUGUST BILL
1478032	THATCHER COMPANY	78653	9/22/2019	9/22/2019	(\$2,800.00)	1070310	FIELD MAINTENANCE EXPEN	AUGUST BILL
	Vendor Total:				\$2,461.00	1569	BUILDINGS & GROUND MAIN	AUGUST BILL
31698	TISCHNER FORD SALES, INC	78628	9/22/2019	9/22/2019	\$151.52	1077300	RELOCATION TO REC BUILDI	AUGUST BILL
8132019D	TOLMAN, JESSICA	78575	9/16/2019	9/16/2019	\$25.00	4140702	RECREATION CENTER BALLO	AUGUST BILL
8272019D	TOLMAN, JESSICA	78575	9/16/2019	9/16/2019	\$25.00	4140703	SUPPLIES	AUGUST BILL
	Vendor Total:				\$50.00	5140240	WRF - SUPPLIES	AUGUST BILL
17105	TOWN OF GENOLA	78562	9/14/2019	9/14/2019	\$4,773.45	5240520	EQUIPMENT MAINTENANCE	AUGUST BILL
PO# 17-105					4,773.45	65.05	EMS - SUPPLIES	EMS - Supplies
17098	TOWN OF GOSHEN	78563	9/14/2019	9/14/2019	\$1,028.35	7657240	FIRE - SUPPLIES	FIRE SUPPLIES
PO# 17-098					1,028.35		SUPPLIES	WATER
1021842	TRI CITY NUSERY SOUTH LLC	78586	9/17/2019	9/17/2019	\$9,040.00	5140240	WRF - CHEMICAL SUPPLIES	WRF
9192019B	TRIPLE-T LLC	78613	9/19/2019	9/19/2019	\$2,297.50	5240510	SUPPLIES	ENGINEERING
343348A	TRYON, ERIC	78564	9/14/2019	9/14/2019	\$455.94			PROFESSIONAL & TECHNICA Planning Commission 08-13-201
9192019	TYLER, MINDI	78612	9/19/2019	9/19/2019	\$327.52			PROFESSIONAL & TECHNICA Planning Commission 09-10-201
90419	UTAH COUNTY ATTORNEY	78565	9/14/2019	9/14/2019	\$685.20			COURT FINES AND FORFEITU AUGUST
PR091419-7076	UTAH COUNTY LODGE #31	78610	9/19/2019	9/19/2019	\$144.00			COURT FINES AND FORFEITU AUGUST
82 - 2011A-2 Se	UTAH STATE DIVISION OF FINANCE	09161928	9/16/2019	9/16/2019	\$10,571.00			ROAD MAINTENANCE Park Strip Trees
PR091419-382	UTAH STATE RETIREMENT	9999	9/19/2019	9/19/2019	\$25,644.59			CAPITAL PROJECTS Ductless Heat Pump System - B
					3,489.87			KARATE REIMBURSE
								EDUCATION, TRAINING & TRA TAC CONFERENCE PER DIEM
								POLICE EVIDENCE REF#UCAO #F-18-1923-1
								FOP DUES (Ut County Lodge #3
								2011A-2 Sewer Revenue Bond r Principal - 2011A-2 Sewer Reve
								DEBT SERVICE - INTEREST Interest - 2011A-2 Sewer Reven
								RETIREMENT PAYABLE 401K

SANTAQUIN CITY CORPORATION
Invoice Register - 9/14/2019 to 9/27/2019 - All Invoices

9/27/2019

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
PR091419-361	UTAH STATE TAX COMMISSION	9999	9/19/2019	9/19/2019	\$5,282.29	1022300	RETIREMENT PAYABLE	Retirement
17104	UTAH STATE TREASURER	78566	9/14/2019	9/14/2019	\$10,155.47	1022300	RETIREMENT PAYABLE	401K - Tier 1 Parity
1843-007	VANCON, INC	78567	9/14/2019	9/14/2019	\$57,483.29	1022300	RETIREMENT PAYABLE	Roth IRA
1843SUR	VANCON, INC	78567	9/14/2019	9/14/2019	\$9,700.00	1022300	RETIREMENT PAYABLE	457
1902-006	VANCON, INC	78567	9/14/2019	9/14/2019	\$57,078.41	1022325	RETIREMENT LOAN PAYMENT	Retirement Loan Payment
1902FINAL	VANCON, INC	78567	9/14/2019	9/14/2019	\$137,488.10		STATE WITHHOLDING PAYAB	State Income Tax
1902SUR	VANCON, INC	78567	9/14/2019	9/14/2019	\$137,488.10	1042610	STATE RESTITUTION	AUGUST
1915-003	VANCON, INC	78567	9/14/2019	9/14/2019	\$7,800.00	4540300	SUMMIT RIDGE PARKWAY EX	SUMMIT RIDGE PARKWAY
1915-004	VANCON, INC	78567	9/14/2019	9/14/2019	\$7,800.00	4540300	SUMMIT RIDGE PARKWAY EX	SUMMIT RIDGE PARKWAY
9836696647	VERIZON WIRELESS	78568	9/14/2019	9/14/2019	\$1,291.46	5740510	SOCCER PARK	SOCCER FIELDS
9836874067	VERIZON WIRELESS	78568	9/14/2019	9/14/2019	\$46.12	5740510	SOCCER PARK	SOCCER FIELDS
9242019C	WAGNER, JENNIFER	78685	9/24/2019	9/24/2019	\$127.36	4140817	2019 HANSEN TANK PROJEC	HANSEN TANK PROJECT
090919	WALMART BRC - GE CAPITAL RETAIL	78627	9/22/2019	9/22/2019	\$595.04	4140817	2019 HANSEN TANK PROJEC	HANSEN TANK PROJECT
1901	WILKINSONS TROPHY AND ATHLETI	78569	9/14/2019	9/14/2019	\$726.30		TELEPHONE	POLCIE
8132019	WOOD, TREVOR	78572	9/16/2019	9/16/2019	\$25.00	1054280	CENTRAL DISPATCH FEES	DISPATCH
8272019	WOOD, TREVOR	78572	9/16/2019	9/16/2019	\$25.00	1054340	TELEPHONE	ENGINEERING
9102019	WOOD, TREVOR	78572	9/16/2019	9/16/2019	\$25.00	1068280	TELEPHONE	ENGINEERING
962019	WPA ARCHITECTURE, PC	78629	9/22/2019	9/22/2019	\$3,800.00		EDUCATION, TRAINING & TRA	Training Lodging and Per Diem
					\$1,337.58	7240230	SUPPLIES	AUGUST
					28.96	1054240	RODEO EXPENSE	AUGUST
					389.56	6240260	FOOD	AUGUST
					176.52	7540480	BASEBALL SUPPLIES	BASEBALL
					\$387.74	6140240	TEEBALL SUPPLIES	T-BALL
					338.56	6140242	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 8-13-
					\$25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 8-27-
					\$25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 9-10-
					\$25.00	1078310	PROFESSIONAL & TECHNICA	RECREATION CENTER BALLO
					\$75.00			RECREATION CENTER

SANTAQUIN CITY CORPORATION
Invoice Register - 9/14/2019 to 9/27/2019 - All Invoices

9/27/2019

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
9242019	ZIONS BANK PUBLIC FINANCE	78679	9/24/2019	9/24/2019	\$2,500.00		CAPITAL FACILITY PLAN UPD	Transportation IFA 2018
					2,500.00	5940730		
9162019	ZIONS BANK-SANTAQUIN	78570	9/16/2019	9/16/2019	\$1,131.36		SUPPLIES	Parade Candy
					133.73	1041240	RECREATION CENTER BALLO	Rec Center
					630.00	4140703	SOFTWARE EXPENSE	Fire Drop Box
					128.57	4340500	SOFTWARE EXPENSE	Admin Dropbox
					128.70	4340500	EMS - SUPPLIES	Fire
					110.36	7657242		
					\$1,526,525.45			
							GL Account Summary	
					19,807.62	1022210	FICA PAYABLE	
					8,796.35	1022220	FEDERAL WITHHOLDING PAY	
					5,282.29	1022230	STATE WITHHOLDING PAYAB	
					24,808.52	1022300	RETIREMENT PAYABLE	
					836.07	1022325	RETIREMENT LOAN PAYMEN	
					740.00	1022350	UTILITIES PAYABLE	
					100.00	1022375	EMPLOYEE SIGNIFICANT EVE	
					435.06	1022420	GARNISHMENTS	
					162.00	1022425	FOP DUES	
					6,577.77	1022430	COURT FINES AND FORFEITU	
					141,453.89	1022450-155	(BOND - CONSTRUCTION) HI	
					2,590.00	1022496	POLICE EVIDENCE	
					719.03	1022502	FSA	
					190.40	1022506	EAP	
					133.36	1038900	SUNDRY REVENUES	
					133.73	1041240	SUPPLIES	
					89.60	1041613	ELECTION	
					327.52	1042230	EDUCATION, TRAINING & TRA	
					566.50	1042310	PROFESSIONAL & TECHNICA	
					10,155.47	1042610	STATE RESTITUTION	
					1,034.00	1043220	NOTICES,ORDINANCES PUBL	
					211.00	1043230	EDUCATION, TRAINING AND T	
					127.57	1043240	SUPPLIES	
					270.04	1043260	FUEL	
					33.35	1043280	TELEPHONE	
					716.46	1043310	PROFESSIONAL & TECHNICA	
					195.16	1048240	SUPPLIES	
					274.18	1048250	EQUIPMENT MAINTENANCE	
					19.39	1048260	FUEL	
					581.84	1051270	UTILITIES	
					60.53	1051280	TELEPHONE	
					411.52	1051300	BUILDINGS & GROUND MAIN	
					2,297.50	1051730	CAPITAL PROJECTS	
					101.37	1054230	EDUCATION, TRAINING & TRA	
					5,238.23	1054240	SUPPLIES	
					921.64	1054250	EQUIPMENT MAINTENANCE	
					3,301.38	1054260	FUEL	
					611.29	1054280	TELEPHONE	
					5,538.00	1054311	PROFESSIONAL & TECHNICA	
					600.15	1054340	CENTRAL DISPATCH FEES	
					25.99	1054350	UTAH COUNTY ANIMAL SHEL	
					150.00	1060230	EDUCATION, TRAINING & TRA	
					1,162.17	1060240	SUPPLIES	
					3,125.18	1060250	EQUIPMENT MAINTENANCE	
					378.54	1060260	FUEL	

SANTAQUIN CITY CORPORATION
Invoice Register - 9/14/2019 to 9/27/2019 - All Invoices

9/27/2019

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
					175.69	1060270	UTILITIES - STREET LIGHTS	
					11.13	1060280	TELEPHONE	
					1,625.00	1060490	STREET SIGNS	
					378.54	1062260	FUEL	
					11.13	1062280	TELEPHONE	
					23,014.69	1062311	WASTE PICKUP CHARGES	
					8,167.64	1062312	RECYCLING PICKUP CHARGE	
					18.14	1068250	EQUIPMENT MAINT	
					218.41	1068260	FUEL	
					226.28	1068280	TELEPHONE	
					327.52	1070250	EQUIPMENT MAINTENANCE	
					378.54	1070260	FUEL	
					15.44	1070270	UTILITIES	
					11.13	1070280	TELEPHONE	
					1,096.60	1070300	BUILDINGS & GROUNDS MAI	
					1,268.19	1070310	FIELD MAINTENANCE EXPEN	
					378.54	1077260	FUEL	
					11.13	1077280	TELEPHONE	
					15.69	1077300	BUILDINGS & GROUND MAIN	
					349.44	1078220	NOTICE, ORDINANCES & PUB	
					33.38	1078280	TELEPHONE	
					450.00	1078310	PROFESSIONAL & TECHNICA	
					289,473.91		Total	
					614.92	4140701	RELOCATION TO PW BUILDIN	
					66.93	4140702	RELOCATION TO REC BUILDI	
					4,458.82	4140703	RECREATION CENTER BALLO	
					3,660.00	4140816	NRCS - DEBRIS BASIN STUDY	
					611,010.82	4140817	2019 HANSEN TANK PROJEC	
					619,811.49		Total	
					21,276.12	4241061	FIRE SCBA EQUIPMENT LEAS	
					5,988.88	4248200	Debt service - interest	
					27,265.00		Total	
					1,025.53	4340300	COPIER CONTRACT	
					257.27	4340500	SOFTWARE EXPENSE	
					1,282.80		Total	
					243,027.90	4540200	ROAD MAINTENANCE	
					67,183.29	4540300	SUMMIT RIDGE PARKWAY EX	
					310,211.19		Total	
					1,289.27	5113110	ACCOUNTS RECEIVABLE	
					159.96	5140210	BOOKS, SUBSCRIPTIONS & M	
					11,017.31	5140240	SUPPLIES	
					1,958.58	5140250	EQUIPMENT MAINTENANCE	
					378.54	5140260	FUEL	
					3,029.51	5140273	UTILITIES	
					11.13	5140280	TELEPHONE	
					200.00	5140310	PROFESSIONAL & TECHNICA	
					18,044.30		Total	
					200.00	5221600	SEWER FUND DONATIONS	
					3,696.57	5240240	SUPPLIES	
					1,500.00	5240250	EQUIPMENT MAINTENANCE	
					378.54	5240260	FUEL	

SANTAQUIN CITY CORPORATION
Invoice Register - 9/14/2019 to 9/27/2019 - All Invoices

9/27/2019

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
					555.72	5240270	UTILITIES	
					11.13	5240280	TELEPHONE	
					358.00	5240310	PROFESSIONAL & TECHNICAL	
					3,750.00	5240325	SEWER LINE CLEANOUT EXP	
					9,546.80	5240500	WRF - UTILITIES	
					-1,570.02	5240510	WRF - CHEMICAL SUPPLIES	
					543.30	5240520	WRF - SUPPLIES	
					18,970.04		Total	
					1,954.63	5440240	SUPPLIES	
					367.90	5440250	EQUIPMENT MAINTENANCE	
					14.52	5440273	UTILITIES	
					2,337.05		Total	
					4,018.63	562540.2	2011A-2 Sewer Revenue Bond r	
					6,552.37	5640860	DEBT SERVICE - INTEREST	
					10,571.00		Total	
					81.47	5740415	RECREATION/PW BLDG REM	
					202,366.51	5740510	SOCCER PARK	
					202,447.98		Total	
					2,500.00	5940730	CAPITAL FACILITY PLAN UPD	
					2.60	6134150	PARK RENTAL REVENUE	
					8.19	6134235	UNIFORMS	
					55.95	6134400	TUMBLING/GYMNASTICS	
					0.80	6134410	KIDS CAMPS/EVENTS	
					19.72	6134470	KARATE	
					50.52	6134500	FOOTBALL REGISTRATION	
					3.50	6134600	ADULT SPORTS	
					6.00	6134680	GOLF TOURNAMENTS	
					6.08	6134700	SOCCER REGISTRATION	
					10.71	6134800	AEROBICS	
					331.49	6140240	BASEBALL SUPPLIES	
					338.56	6140242	TEEBALL SUPPLIES	
					468.49	6140260	FUEL	
					248.53	6140335	MISC SUPPLIES	
					66.00	6140450	YOUTH VOLLEYBALL	
					455.94	6140470	KARATE	
					214.07	6140610	SOCCER EXPENSE	
					66.75	6140630	FLAG FOOTBALL EXPENSE	
					66.00	6140660	JR. JAZZ	
					74.96	6140740	CAPITAL VEHICLE & EQUIPM	
					2,494.86		Total	
					340.03	6234205	RODEO REVENUE	
					3.36	6234230	HOME RUN DERBY	
					2.03	6234258	SANTAQUIN DAYS MISCELLA	
					0.25	6234263	HIPNO HICK	
					54.99	6238900	DONATIONS	
					623.41	6240206	BUCK-A-ROO	
					1,262.97	6240260	RODEO EXPENSE	
					207.80	6240317	FUN RUN	
					623.41	6240320	ACTIVITIES IN THE PARK	
					103.90	6240338	PARADE EXPENSE	
					623.41	6240490	FAMILY NIGHT EXPENSE	

SANTAQUIN CITY CORPORATION
Invoice Register - 9/14/2019 to 9/27/2019 - All Invoices

9/27/2019

<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>
					3,845.56		Total	
					821.49	7240210	BOOKS, SUBSCRIPTIONS & M	
					127.36	7240230	EDUCATION, TRAINING & TRA	
					335.56	7240240	SUPPLIES	
					1,284.41		Total	
					70.00	7540200	EDUCATION, TRAVEL, TRAINI	
					27.65	7540240	SUPPLIES	
					361.80	7540250	EQUIPMENT SUPPLIES & MAI	
					3,558.01	7540480	FOOD	
					4,017.46		Total	
					3,722.59	7657211	EMS BILLING SERVICES EXP	
					5,099.00	7657240	FIRE - SUPPLIES	
					1,281.63	7657242	EMS - SUPPLIES	
					138.00	7657244	UNIFORMS	
					146.93	7657250	EQUIPMENT MAINTENANCE	
					1,580.25	7657260	FUEL	
					11,968.40		Total	
					\$1,526,525.45		GL Account Summary Total	



MEMORANDUM

To: Santaquin City Mayor & Council
From: Benjamin A. Reeves, Santaquin City Manager
Date: October 1, 2019
Subject: 5.c.1. Out of State Travel/Training Request – John Bradley

Our new Leisure Services Director is the President Elect of the Utah Recreation and Parks Association (URPA). He has an opportunity to obtain some exceptional training as well as represent the State of Utah at the upcoming National Conference (See email below). All travel expenses will be paid for by URPA. The only cost to Santaquin City would be the time away from the office.

“As President Elect with Utah Recreation and Parks Association, they’d like to pay 100% of my attendance at a National Conference. They pay flight, hotel, conference & food.

The Athletic Business Conference is slated for November 13-16, 2019 in Orlando, Florida. It has program tracks focused on Facility Management, Aquatics, Programming, Administration, Facility Planning & Design, and Leadership & Marketing.”

I recommend City Council approval of supporting Santaquin City Leisure Services Director, John Bradley, in this request for out of state travel/training.



MEMORANDUM

To: Santaquin City Mayor & Council
From: Benjamin A. Reeves, Santaquin City Manager
Date: October 1, 2019
Subject: 5.c.2. Out of State Travel/Training Request – Ryan Lind & Roger Beckman

Our new Fire Chief, Ryan Lind and Fire Fighter Roger Beckman have an opportunity to obtain some exceptional training as well (See email below). All travel expenses will be paid for by the National Fire Academy except for meals, car rental and time away from the city.

“I am requesting permission for some out of state training for myself and Roger Beckman. This training will be held at the National Fire Academy (NFA) in Emmitsburg MD. This is a 6-day on-site course. The NFA reimburses for the airfare, and the lodging is included on-site. The only cost to the department is meals and the rental car for the week. Below is the description of the course. I think there is a need for this training within the department and within the city in general. Anything we can do to reduce our liability is beneficial.

This six-day course provides knowledge and practice in the context of current issues to develop strategies of risk management associated with the provision of firefighting and Emergency Medical Services to reduce firefighter fatalities and injuries.

With a focus on using the risk management model in the health and safety aspects of emergency services operations, current regulations, standards, policies and responsibilities for program management, day-to-day operations, and incident safety will be addressed.”

I recommend City Council approval of supporting Santaquin City Fire Chief, Ryan Lind and Fire Fighter Roger Beckman, in this request for out of state travel/training.



MEMORANDUM

TO: Santaquin City Council
FROM: Jon Lundell P.E., Engineer
RE: **950 South – Right-of-Way dedication**

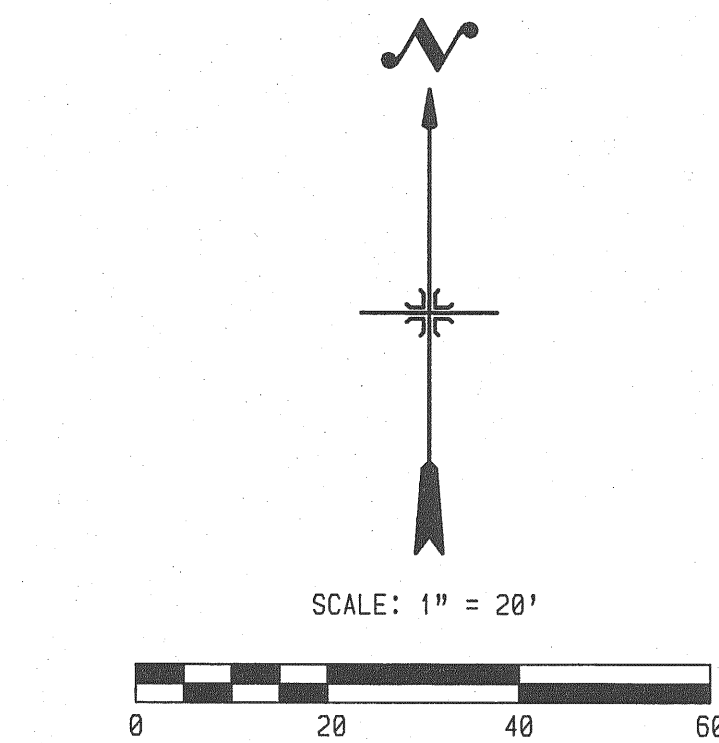
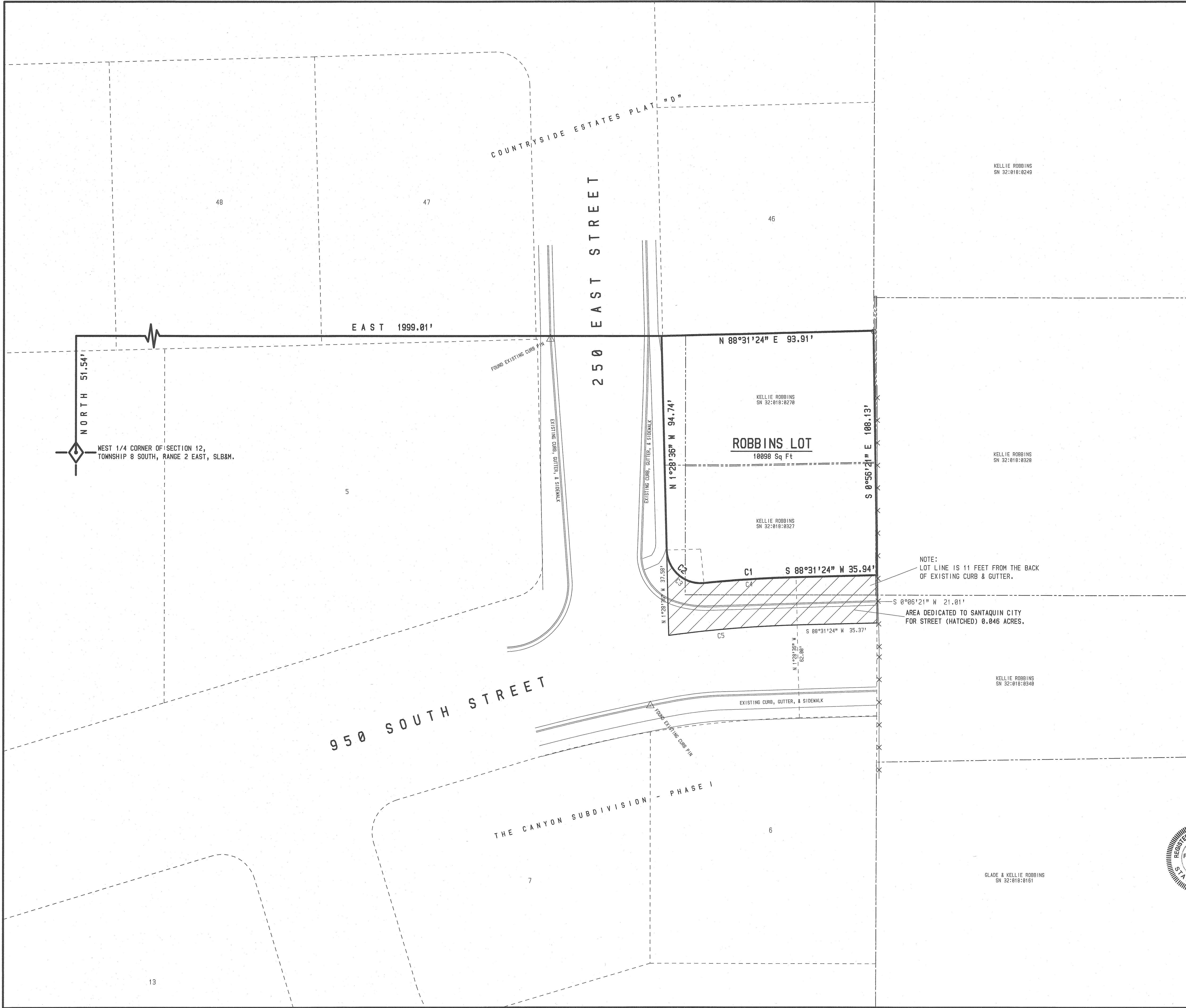
Glade and Kellie Robbins own property located at the intersection of 250 East and 950 South. The property is a corner lot with the frontage fully constructed (ie: asphalt curb, gutter) along both frontages of the property, sidewalk has been constructed on the west side of the property and utility services have been stubbed into the property. These improvements were completed during the construction of the Canyon Subdivision.

The Robbins have family that are interested in building a home on the property. However, the property is not considered a buildable lot, per Santaquin city code, as the south frontage has not been dedicated to the city and there are multiple parcels associated with the area that is proposed to be a lot.

After staff review, the property may be deemed a buildable lot once the south frontage has been dedicated to Santaquin City and the multiple parcels are consolidated into one. The new parcel would meet all requirements of the R-10 Residential Zone for frontage and lot area. All right-of-way dedication must be approved by the City Council.

As there are no new lots created with the proposal, Staff recommends that the right-of-way dedication and parcel consolidation is done via a Mylar that would be recorded at the Utah County Recorder's office.

Potential Motion: Motion to approve the right-of-way dedication along 950 South from 250 East to the eastern end of the right-of-way associated with the Robbin's lot consolidation.



CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHORD	
				BEARING	DISTANCE
C1	531.00'	4°24'23"	40.84'	S 86°19'08" W	40.83'
C2	15.00'	94°24'23"	24.72'	N 48°40'47" W	22.01'
C3	15.00'	94°24'23"	24.72'	S 48°40'47" E	22.01'
C4	531.00'	4°24'23"	40.84'	N 86°19'08" E	40.83'
C5	510.00'	6°24'37"	57.06'	S 85°19'05" W	57.03'

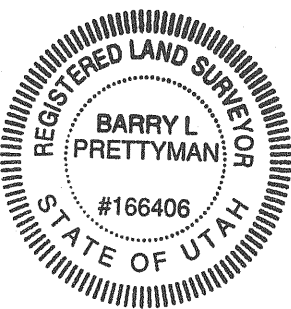
SURVEYED BOUNDARY DESCRIPTION:
BEGINNING AT A POINT ON THE SOUTH LINE OF COUNTRYSIDE ESTATES PLAT "D", WHICH POINT LIES NORTH 51.54 FEET AND EAST 1999.01 FEET FROM THE WEST 1/4 CORNER OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 88°31'24" EAST 93.91 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION TO IT'S SOUTHEAST CORNER; THENCE SOUTH 0°56'21" EAST 108.13 FEET TO THE NORTHEAST CORNER OF THE CANYON SUBDIVISION, PHASE 1; THENCE ALONG THE BOUNDARIES OF SAID SUBDIVISION THE FOLLOWING FOUR (4) COURSES TO WIT: (1) SOUTH 88°31'24" WEST 35.94 FEET, (2) SOUTHWESTERLY 40.84 FEET ALONG THE ARC OF A 531.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 4°24'23", THE CHORD BEARS SOUTH 86°19'08" WEST 40.83 FEET, (3) NORTHWESTERLY 24.72 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 94°24'23", THE CHORD BEARS NORTH 48°40'47" WEST 22.01 FEET, (4) NORTH 1°28'36" WEST 94.74 FEET TO THE POINT OF BEGINNING. CONTAINING 0.23 ACRES.

ROAD DEDICATION DESCRIPTION:
BEGINNING AT A POINT ON THE BOUNDARY OF THE CANYON SUBDIVISION, PHASE 1, WHICH POINT LIES SOUTH 43.17 FEET AND EAST 2801.45 FEET FROM THE WEST 1/4 CORNER OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTHEASTERLY 24.72 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 94°24'23", THE CHORD BEARS SOUTH 48°40'47" EAST 22.01 FEET; THENCE NORTHEASTERLY 40.84 FEET ALONG THE ARC OF A 531.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 4°24'23", THE CHORD BEARS NORTH 86°19'08" EAST 40.83 FEET; THENCE NORTH 88°31'24" EAST 35.94 FEET; THENCE SOUTH 0°56'21" WEST 21.01 FEET TO THE NORTHEAST CORNER OF SAID CANYON SUBDIVISION; THENCE ALONG SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES TO WIT: (1) SOUTH 88°31'24" WEST 35.37 FEET, (2) SOUTHWESTERLY 57.06 FEET ALONG THE ARC OF A 510.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 6°24'37", THE CHORD BEARS SOUTH 85°19'05" WEST 57.03 FEET, (3) NORTH 1°28'36" WEST 37.58 FEET TO THE POINT OF BEGINNING. CONTAINING 0.046 ACRES.

NARRATIVE:
BASIS OF BEARING IS UTAH COORDINATE BEARINGS, CENTRAL ZONE. (N 0°04'51" W BETWEEN THE SOUTHWEST CORNER AND THE WEST 1/4 CORNER OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SLB&M.) PURPOSE OF SURVEY IS TO CREATE A LEGAL BUILDING LOT FROM SEVERAL PARCELS AND ALSO DEDICATE THE STREET TO SANTAQUIN CITY.

SURVEYORS CERTIFICATE:
I, BARRY L. PRETTYMAN, A LICENSED SURVEYOR HOLDING CERTIFICATE NO 166406, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS PREPARED FROM A FIELD SURVEY MADE UNDER MY DIRECTION AND CORRECTLY SHOWS THE DIMENSIONS AND MONUMENTS OF THE ABOVE DESCRIBED PARCEL OF LAND TO THE BEST OF MY KNOWLEDGE AND BELIEF.
Barry L. Prettyman *Sep. 18, 2019*
BARRY L. PRETTYMAN DATE

LEGEND:
● = 5/8" REBAR WITH ORANGE CAP MARKED PLS 166406.
--- ROBBS DEED LINES
- - - - - ADJACENT LAND OWNER DEED LINES
-X-X- EXISTING FENCES



COLE SURVEYING

946 EAST 800 NORTH - SUITE #8
SPANISH FORK, UTAH - 84660
PHONE: (801) 423-1040

KELLIE ROBBINS

RECORD OF SURVEY PLAT

SANTAQUIN, UTAH

DRAWN BY: B.L.P.

APPROVED BY: B.L.P.

SCALE: 1" = 20'

DATE: SEP. 18, 2019

DATE REVISED:

SHEET NO.

1 OF 1



MEMORANDUM

To: Santaquin City Mayor & Council
From: Benjamin A. Reeves, Santaquin City Manager
Date: October 1, 2019
Subject: 5.c.4. Fire Department Billing Service Provider

Our new Fire Chief, Ryan Lind has requested that Santaquin City switch service providers for the billing, invoicing and collection of its Fire/EMS billings. The terms of the contract are consistent with our current service provider. However, the services provided to the public, such as online payment processing, and the overall customer service and technical support offered to our FD personnel is greatly enhanced. Many of the departments in our region are switching to this service provider with great success.



RESOLUTION 10-01-2019

A RESOLUTION APPROVING A SERVICE AGREEMENT WITH FIRST PROFESSIONAL SERVICE CORPORATION TO PROVIDE FIRE/EMS DEPARTMENT BILLING/INVOICING SERVICES

BE IT HEREBY RESOLVED:

SECTION 1: The attached document represents a Service Agreement with First Professional Services Corporation to Provide Fire/EMS Department Billing/Invoicing Services.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 1st day of October 2019.

Kirk F. Hunsaker, Mayor

K. Aaron Shirley, City Recorder

SERVICE AGREEMENT

This Service Agreement (hereinafter "Agreement") is made on the date subscribed below and is to become effective as of the ____ day of _____, 2019 by and between **First Professional Services Corporation**, a Utah Corporation whose address is 8841 South Redwood Road, Suite B, West Jordan, Utah 84088 (hereinafter "FPSC") and **SANTAQUIN CITY FIRE DEPARTMENT** organized and existing under the laws of the State of Utah whose address is _____ (hereinafter "SCFD"). FPSC and SCFD are collectively referred to as the "Parties."

WHEREAS SANTAQUIN CITY FIRE DEPARTMENT desires to contract with FPSC for the performance of certain billing services and FPSC desires to contract with SANTAQUIN CITY FIRE DEPARTMENT to perform certain billing services for SANTAQUIN CITY FIRE DEPARTMENT in exchange for compensation, the Parties make and enter into this Agreement to memorialize their understanding and agreement.

TERMS OF AGREEMENT

NOW THEREFORE in exchange for good and valuable consideration including the mutual covenants contained in this Agreement, the Parties hereby represent, warrant, covenant, and agree as follows:

1. **DEFINITIONS:** Whenever used in this Agreement, the following terms shall have the following meanings:
 - (a) "SANTAQUIN CITY FIRE DEPARTMENT" shall refer to SANTAQUIN CITY FIRE DEPARTMENT organized and existing under the laws of the State of Utah
 - (b) "Customer(s)" shall refer to that person(s), who is responsible for the payment of goods or services which have been provided by SANTAQUIN CITY FIRE DEPARTMENT, regardless of who actually received the goods or services provided.
 - (c) "Customer Accounts Receivable" shall mean all Customer accounts receivable of SANTAQUIN CITY FIRE DEPARTMENT resulting from the providing of goods and/or services by SANTAQUIN CITY FIRE DEPARTMENT to its Customer(s) as of the date of this Agreement and all future goods and services to be provided by SANTAQUIN CITY FIRE DEPARTMENT for its Customer(s) after the commencement of this Agreement.
 - (d) "FPSC Ledgers" shall mean the accounting and bookkeeping records of FPSC created or maintained by FPSC for the purpose of performing this Agreement whether or not those materials are computerized and regardless of whether the records of the Customer Accounts Receivable are recorded or maintained by FPSC in paper or electronic format.
 - (e) "Accounting Period" shall mean Monday through the following Sunday of each week during the term of this Agreement.
 - (f) "Settlement Day" is the second business day of the week following the Accounting Period. Settlement Day is the day when FPSC places into the bank account of SANTAQUIN CITY FIRE DEPARTMENT the collections received during the previous Accounting Period, less any amounts owing to FPSC under this Agreement. FPSC may, upon (15) fifteen days prior written or electronic notice, change the Settlement Day to a different day of the same week. If the day set as the Settlement Day falls on a day which follows a federal or state banking holiday, the Settlement Day shall be extended by one additional day.
2. **SERVICES:** FPSC agrees to provide to SANTAQUIN CITY FIRE DEPARTMENT the services which are described in Exhibit A, which is attached to this Agreement and incorporated herein by reference, subject to the following:
 - (a) The services to be provided by FPSC shall be performed only on SANTAQUIN CITY FIRE DEPARTMENT Customer Accounts Receivable.

- (b) All money received by FPSC from the collection of Customer Accounts Receivable during an Accounting period shall be deposited into a trust account at Zions Bank. On the Settlement Day, FPSC will disburse into SANTAQUIN CITY FIRE DEPARTMENT' checking account at Zions Bank the money received, less any amounts owing to FPSC under this Agreement.
- (c) FPSC will make its best efforts to perform all of its billing services in compliance with all applicable laws and according to the terms of this Agreement and according to any procedures and/or policies which have or may be established by FPSC.
- (d) The Parties acknowledge and agree that FPSC provides billing services, that it is not collection agency, and that it does not guarantee the payment or collect ability of any of the Customer Accounts Receivable.
- (e) The Parties acknowledge and agree that FPSC is acting as an independent contractor pursuant to the terms of this Agreement and that it is not an "employee" or in-house agent of SANTAQUIN CITY FIRE DEPARTMENT.
- (f) The Parties agree that this Agreement shall not constitute a partnership or joint venture between the Parties.
- (g) The Parties agree to enter into a joint Business Associate Agreement (BAA) as required by the Health Information Privacy and Portability Act (HIPPA).

3. **FPSC REMUNERATION:** SANTAQUIN CITY FIRE DEPARTMENT agrees to pay to FPSC the following Costs and Expenses:

- (a) "An Initial Set-up Fee": At the commencement of this Agreement, an initial set-up fee of seven hundred fifty dollars (\$750.00) shall be paid. **This fee shall be waived and non-applicable.**
- (b) "Accounts Receivable Fee": On each Settlement Day, an Accounts Receivable Fee shall be calculated and paid by SANTAQUIN CITY FIRE DEPARTMENT. The Accounts Receivable Fee shall be equal to six- and one-half percent (6.5%) of the total receipts posted during the Accounting Period. At no time shall the weekly fee be less than two hundred fifty dollars (\$250).
- (c) "Equipment and Software Use Fees": In the event that SANTAQUIN CITY FIRE DEPARTMENT uses equipment and/or software as provided by FPSC, a reasonable fee shall be charged for the use of such equipment and/or software based on an amount to be determined by the parties. (See Exhibit A)
- (d) Reimbursement of Costs and Expenses. SANTAQUIN CITY FIRE DEPARTMENT agrees to reimburse FPSC for costs and expenses incurred by FPSC for SANTAQUIN CITY FIRE DEPARTMENT. Those costs and expenses shall include the total amount of all charges incurred by FPSC on behalf of SANTAQUIN CITY FIRE DEPARTMENT for such items including, but not limited to, attorney's fees, charges relating to bank credit card transactions, returned check charges, forms and supplies other than those specifically agreed on by both parties. In the event that the services provided by FPSC include the mailing of statements to SANTAQUIN CITY FIRE DEPARTMENT' Customers and the postage thereon exceeds \$.50 per statement mailed by FPSC, then SANTAQUIN CITY FIRE DEPARTMENT agrees to reimburse to FPSC any excess over \$.50 per Customer statement. Where applicable, FPSC shall provide SANTAQUIN CITY FIRE DEPARTMENT with FPSC's current price list of Charges. The costs and expenses to be reimbursed shall not include attorney's fees or other costs related to actions, claims or suits brought against FPSC when said actions, claims or suits are based on or caused by the misconduct of FPSC.
- (e) All Costs and Expenses shall be deducted at Settlement Day from the proceeds due SANTAQUIN CITY FIRE DEPARTMENT from collections of Customer Accounts Receivable during the Accounting Period prior to the Settlement Day. In the event that there have not been sufficient collections to cover the Costs and Expenses incurred during an Accounting Period, FPSC shall be entitled to receive such Costs and Expenses from the collections of Customer Accounts Receivable during any subsequent Accounting Period(s). Upon written notice to SANTAQUIN CITY FIRE DEPARTMENT, SANTAQUIN CITY FIRE DEPARTMENT acknowledges and agrees to pay to FPSC on demand all costs and expenses incurred by FPSC, whether on not collected from SANTAQUIN CITY FIRE DEPARTMENT Customer Accounts Receivable. FPSC shall be entitled to charge interest, at eighteen percent (18%) per annum, on any costs and expenses due from SANTAQUIN CITY FIRE DEPARTMENT which remain unpaid more than ten (10) days after the applicable Settlement Day for the payment of those costs and expenses.

4. **SANTAQUIN CITY FIRE DEPARTMENTS' WARRANTIES AND REPRESENTATIONS:** SANTAQUIN CITY FIRE DEPARTMENT represents and warrants to FPSC as follows:
- (a) That each Customer Accounts Receivable arose out of a bona fide sale of goods or services provided by SANTAQUIN CITY FIRE DEPARTMENT in the ordinary course of SANTAQUIN CITY FIRE DEPARTMENTS' business operations;
 - (b) That the Customer who is responsible for the payment of the goods or services provided by SANTAQUIN CITY FIRE DEPARTMENT had the legal capacity to contract for the goods or services which were provided as reflected in the Customer Accounts Receivable;
 - (c) That SANTAQUIN CITY FIRE DEPARTMENT complied with all applicable laws and regulations of any local, state, or federal governmental entity in selling or providing the goods or services for which payment is sought;
 - (d) That SANTAQUIN CITY FIRE DEPARTMENT has and will continue to hold and maintain all necessary licenses, permits and any other qualifications required by law which SANTAQUIN CITY FIRE DEPARTMENT must have in order to provide the goods or services for which payment is sought; and
 - (e) That all Customer Accounts Receivable recorded on FPSC Ledgers are accounts for which a cash payment is to be received.
5. The Parties agree that each party shall be responsible for providing its own equipment necessary for carrying out this Agreement. If SANTAQUIN CITY FIRE DEPARTMENT seeks to have FPSC provide it with any equipment to be used in connection with this Agreement, the Parties shall prepare and sign a separate document, which reflects the equipment to be provided by FPSC and the cost to be charged therefor. Nevertheless, the Parties agree to utilize computer equipment and software programs which are compatible.
6. **INSURANCE BILLINGS:** SANTAQUIN CITY FIRE DEPARTMENT agrees to use FPSC insurance billing procedures which it has established for healthcare providers.
7. **DISPUTES MADE BY SANTAQUIN CITY FIRE DEPARTMENT CUSTOMERS:** SANTAQUIN CITY FIRE DEPARTMENT is responsible to resolve disputes which may arise between SANTAQUIN CITY FIRE DEPARTMENT and its' Customers concerning the goods sold or services provided to the Customer(s) by SANTAQUIN CITY FIRE DEPARTMENT. SANTAQUIN CITY FIRE DEPARTMENT shall promptly notify FPSC of any dispute that has arisen with respect to any Customer Account Receivable and any adjustment, which has or will be made to the balance owing to SANTAQUIN CITY FIRE DEPARTMENT by the Customer(s).
8. **SPECIAL POWER OF ATTORNEY:** SANTAQUIN CITY FIRE DEPARTMENT hereby gives to FPSC a special power of attorney wherein FPSC is hereby empowered and fully authorized to endorse any check, draft, money order, or any other instrument or remittance received by FPSC in payment of any of the Customer Accounts Receivable.
9. **GENERAL PROVISIONS:** The following general provisions are also agreed to by the parties:
- (a) SANTAQUIN CITY FIRE DEPARTMENT will cooperate and deliver to FPSC any necessary documents or materials and do all things reasonably necessary to carry out the terms of this Agreement, and to facilitate the performance by FPSC of its duties as provided for under this Agreement.
 - (b) Except as provided for herein, this Agreement may not be altered or amended except by a written document signed by the parties. However, the foregoing limitation shall not preclude FPSC from making changes or adjustments to the Accounts Receivable Fee, changes to the Costs and Expenses to be charged, and changes to its policies and procedures.
 - (c) This Agreement represents the entire Agreement between SANTAQUIN CITY FIRE DEPARTMENT and FPSC.
 - (d) No modification to this Agreement shall be enforceable unless evidenced in writing and signed by the parties to this Agreement.

- (e) If any provision, phrase, or any part or portion of this Agreement shall be declared or held illegal, void, avoidable, or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect unless the Agreement is terminated by one of the parties pursuant to the terms of this Agreement.
- (f) No obligation or covenant under this Agreement shall be deemed waived or excused unless the Parties have so agreed in writing.
- (g) The construction and enforcement of this Agreement shall be governed by the laws of the State of Utah.
- (h) The party to this Agreement which breaches this Agreement shall be responsible for all attorneys' fees and out of pocket costs and expenses incurred by the other party in attempting to enforce any terms of this Agreement whether or not a lawsuit is filed.
- (i) FPSC may make available certain business forms to SANTAQUIN CITY FIRE DEPARTMENT in order to facilitate the performance of this Agreement, and SANTAQUIN CITY FIRE DEPARTMENT agrees to use those forms unless the request is burdensome and unreasonable.
- (j) SANTAQUIN CITY FIRE DEPARTMENT agrees to keep such records on SANTAQUIN CITY FIRE DEPARTMENTS' Customers as may be required from time to time by FPSC.
- (k) The parties to this Agreement agree to cooperate with each other for the purpose of carrying out the intent of this Agreement.

10. **Indemnification by FPFC:** FPFC agrees to hold harmless and indemnify SANTAQUIN CITY FIRE DEPARTMENT to the full extent permitted by law, its officers, directors, employees, attorneys and agents and each entity or person who controls such officers, directors, employees, attorneys and agents against all actions, suits, losses, claims, damages, liabilities and expenses caused as a result of negligence misconduct, error or omission of FPSC or any officers, agents or employees of FPSC performing services hereunder. This section does not require FPSC to be responsible for or defend against claims or damages arising solely from acts or omissions of SANTAQUIN CITY FIRE DEPARTMENT its officers, directors, employees, attorneys and agents and each entity or person who controls such officers, directors, employees, attorneys and agents.
11. **Indemnification by SANTAQUIN CITY FIRE DEPARTMENT:** SANTAQUIN CITY FIRE DEPARTMENT agrees to hold harmless and indemnify FPSC to the full extent permitted by law, its officers, directors, employees, attorneys and agents and each entity or person who controls such officers, directors, employees, attorneys and agents against all actions, suits, losses, claims, damages, liabilities and expenses caused as a result of negligence misconduct, error or omission of SANTAQUIN CITY FIRE DEPARTMENT or any officers, agents or employees of SANTAQUIN CITY FIRE DEPARTMENT in performing services which are provided by SANTAQUIN CITY FIRE DEPARTMENT to its Customers or in performing the terms of this Agreement. This section does not require SANTAQUIN CITY FIRE DEPARTMENT to be responsible for or defend against claims or damages arising solely from acts or omissions of FPSC its officers, directors, employees, attorneys and agents and each entity or person who controls such officers, directors, employees, attorneys and agents.
12. **TERMINATION WITHOUT CAUSE:** SANTAQUIN CITY FIRE DEPARTMENT or FPSC may terminate this Agreement by providing one hundred twenty (120) days advance written notice of its election to terminate this Agreement. In the event such notice is given by either party, FPSC shall continue to provide the services provided for under this Agreement until the termination date. Any final amounts owing by either party shall be paid on the termination date.
13. **TERM OF THE AGREEMENT:** This agreement shall be for the period of five (5) years from the date of signing. This agreement will automatically renew at the end of the current term unless terminated by either party according to Section 12 of this agreement.
14. **ASSIGNMENT.** This Agreement shall not be assignable by either party without the prior written consent of the other. Nevertheless, if an assignment occurs by operation of law, the terms of this Agreement shall be binding upon the any trustee, receiver, administrator or other assignee.

15. **NOTICE:** Any notice to be provided for under this Agreement shall be deemed properly given if the notice is sent via the U.S. Postal Service by First Class Mail with postage prepaid to the address first set forth above.
16. **AUTHORITY TO EXECUTE AGREEMENT.** The Parties warrant and represent to each other that they are each authorized and empowered to sign this Agreement and that the Agreement does not violate any restriction or limitation known to the Parties.
17. **CORPORATE ACTION:** The persons executing this Agreement on behalf of the above named Parties hereby represent and warrant that they have been and are on the date of the execution of this Agreement duly authorized by all necessary and appropriate actions and resolutions to make and enter into this Agreement on behalf of the entity for which he or she has signed.

IN WITNESS WHEREOF, the parties have executed this Agreement on the following dates.

Dated this ____ day of _____ 2019.

**FIRST PROFESSIONAL SERVICES CORPORATION,
A UTAH CORPORATION**

By: Dart McGregor
Its: President

Dated this ____ day of _____ 2019.

**SANTAQUIN CITY FIRE DEPARTMENT,
AN AUTHORIZED GOVERNMENT ENTITY, DEPARTMENT OR ASSOCIATION**

By: Kirk F. Hunsaker
Its : Mayor

ATTEST: _____
K. Aaron Shirley, City Recorder

EXHIBIT A **for SANTAQUIN City Fire Department**

Data Entry

- ☒ Daily Activity
- ☒ Insurance
- ☒ State EMS Reporting
- ☒ Hazardous Material Cost Recovery
- ☒ Electronic Patient Care Reporting

Software

- ☐ ImageTrend EPCR (See Notes)
- ☒ Central Square EMS Billing Software

Monthly Statements

- ☒ FPSC Statement
- ☒ Itemized Invoices
- ☒ Postage

Collections

- ☒ Phone calls
- ☒ Collection notices with statements
- ☒ Payment schedules
- ☐ Hazmat letters/invoice

Insurance Processing

- ☒ Print & send hard copy (when applicable)
- ☒ Create & send electronically (when applicable)
- ☒ Insurance follow-up

Reports

- ☐ Daily summary
- ☒ Weekly Deposit summary
- ☒ Monthly summary
- ☒ Aged trial balance (See notes)
- ☒ Other (See Notes)

Forms & Supplies

- ☒ Insurance forms
- ☒ Run Sheets
- ☐ Hazmat Reports
- ☒ Hardship Charity Forms
- ☐ Other (See Notes)

Miscellaneous

- ☒ Inter-local agreement reconciliation

NOTES:

Reports Available Upon Request



MEMORANDUM

To: Santaquin City Mayor & Council
From: Benjamin A. Reeves, Santaquin City Manager
Date: October 1, 2019
Subject: 5.c.5. Voter Participation Area Map

To ensure compliance with State Code, specifically 2018 House Bill 119, the Utah County Elections Office, in partnership with the Utah Council GIS Department, modified its Voter Precinct areas so that the voting population of our city falls more evenly within our four voter precincts. This then allows Santaquin City the ability to adopt their map as the official map for the newly created "Voter Participation Areas".

State code now requires the establishment of Voter Participation Areas to support election laws established in HB-119. Cities are required to adopt this new map and VPAs prior to January 2020. (Please see HB-119)

RESOLUTION NO. 10-02-2019

A RESOLUTION OF THE SANTAQUIN CITY COUNCIL ESTABLISHING VOTER PARTICIPATION AREAS AND ADOPTING A VOTER PARTICIPATION MAP PURSUANT TO HOUSE BILL 119

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

WHEREAS, the City of Santaquin conducts elections pursuant to the provisions and requirements established by the Utah Legislature; and

WHEREAS, in 2019, the Utah Legislature, pursuant to House Bill 119, enacted UTAH CODE ANN. § 20A-7-41.3, titled Voter participation areas, effective May 14, 2019, which requires that no later than January 1, 2020, fourth class cities divide the city into four contiguous and compact voter participation areas of substantially equal population; and

WHEREAS, Utah County has prepared a voter participation area map (“the Voter Participation Area Map”), for Santaquin City’s use in establishing voter participation areas;

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

Section 1. The Voter Participation Area Map, a copy of which is attached hereto as Exhibit A, is hereby adopted.

Section 2. Santaquin City is hereby divided into four voter participation areas, as indicated on the Voter Participation Area Map.

Section 3. This Resolution shall take effect upon adoption by the City Council.

Adopted and approved this 1st day of October, 2019.

Kirk F. Hunsaker, Mayor

ATTEST:

K. Aaron Shirley, City Recorder

EXHIBIT A – SANTAQUIN VOTER PARTICIPATION AREA MAP

Prepared by Utah County Elections Office

Santaquin Quadrants

Utah County GIS Department

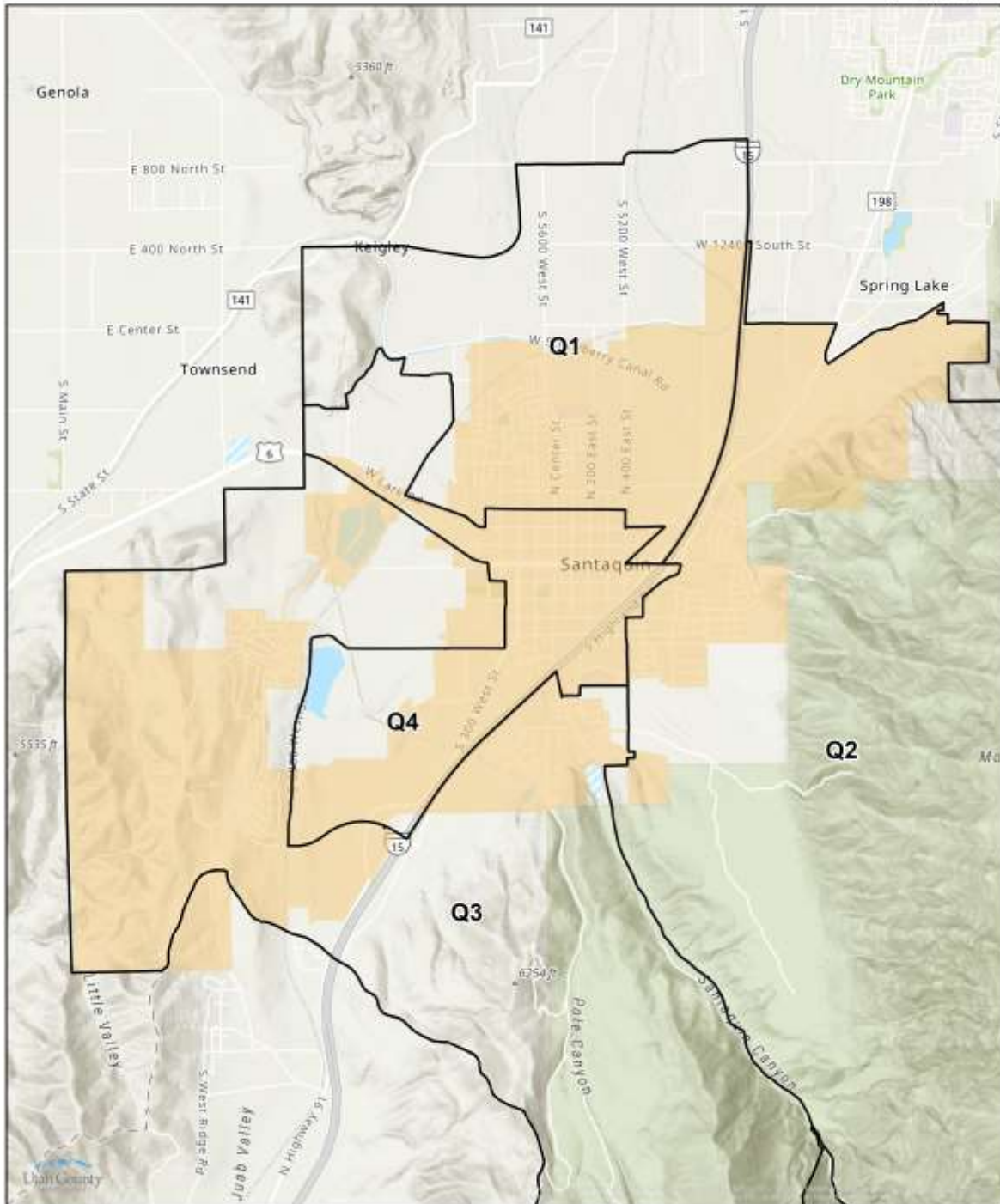
Q1
SQ001

Q2
SQ003

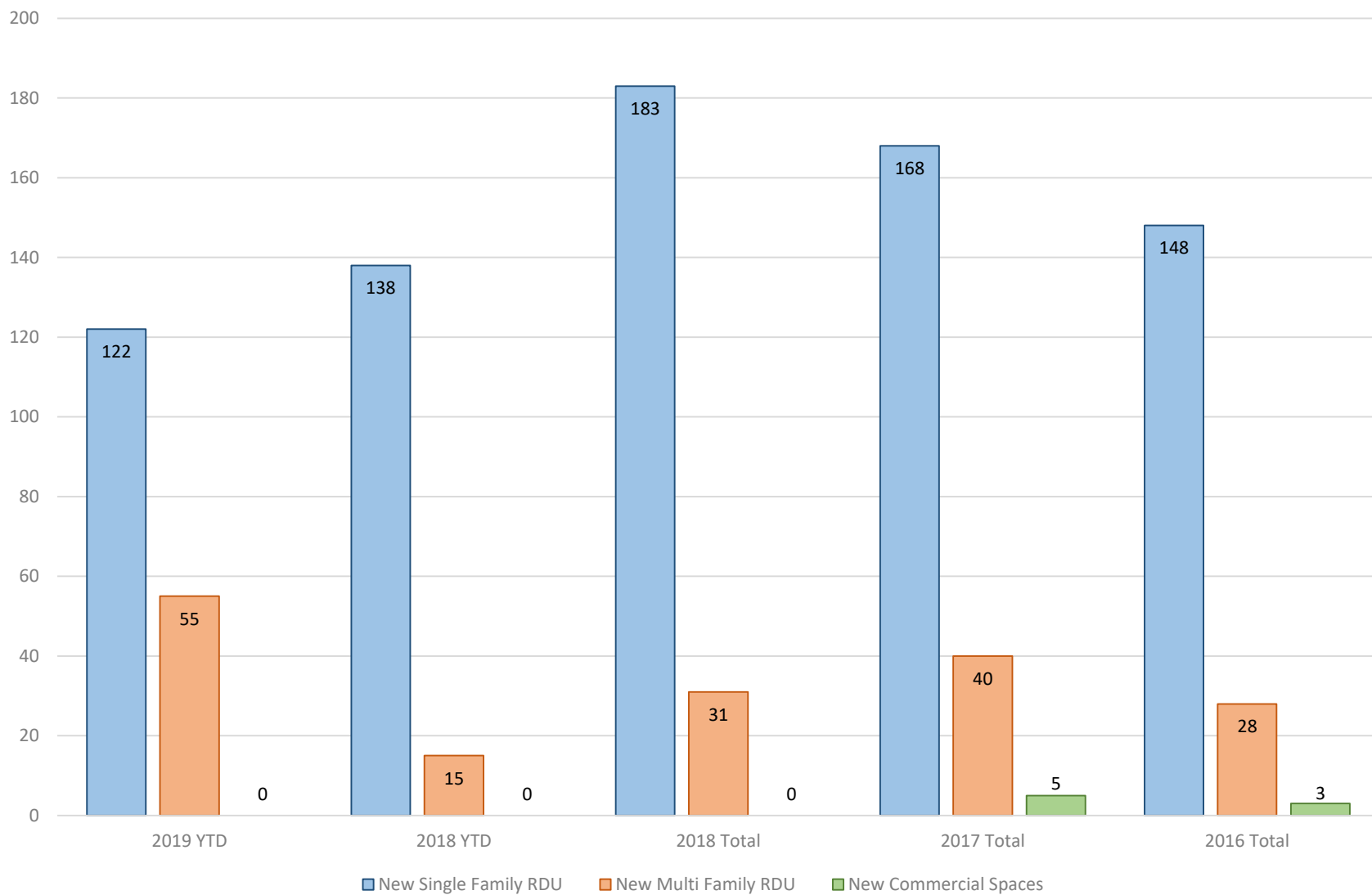
Q3
SQ002A
SQ004A

Q4
SQ002B
SQ004B

0 0.25 0.5 Miles



Building Permit Report October 1, 2019



New Business Licenses

Name	Owner	Address	Description	BL#
Steffy Lou's Sweets	Stephanie Freestone	131 W. 820 N.	In Home Bakery Delivery	BL-4467
Next Energy Alliance	Michael Morris	8441 S. Old Bingham Hwy, West Jordan	Door to Door Solar Sales	BL-4468

A Resolution of Santaquin City in Support of The Santaquin American Legion Auxiliary Post 84

WHEREAS, We, the Santaquin City Council and Mayor, do recognize the tremendous value and contributions made by our Veterans who have contributed so profoundly to the protection of our great nation; and

WHEREAS, We quote from our nation's Declaration of Independence that states "*We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness*" and do affirm our sincere appreciation to those who have served and defended our great nation in the protection of those self-evident truths by honoring those who have helped us ascertain those rights through their services in the United States Armed Forces; and

WHEREAS, The American Legion Auxiliary, a tax-exempt non-profit organization, exists to support those Veterans who have so faithfully served and scarified on our behalf;

NOW THEREFORE, be it resolved by the City Council of Santaquin City, in honor of these great men and women who have so faithfully served and continue to serve our community, we do resolve that the Santaquin American Legion Auxiliary Post 84, a tax-exempt non-profit organization (Tax #87-0402750) shall be exempt from fees for booth space at any event for which Santaquin City charges a fee.

ADOPTED AND PASSED by the City Council of Santaquin City, Utah, this 1st day of October, 2019.

SANTAQUIN CITY

Kirk F. Hunsaker, Mayor

Attest:

K. Aaron Shirley, City Recorder



RESOLUTION 10-04-2019

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH CJM LIMITED LIABILITY LIMITED PARTNERSHIP REGARDING THE ORCHARD LANE COMMERCIAL DEVELOPMENT AREA

BE IT HEREBY RESOLVED:

SECTION 1: The attached document represents a Development Agreement with CJM Limited Liability Limited Partnership Regarding the Orchard Lane Commercial Development Area.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 1st day of October 2019.

Kirk F. Hunsaker, Mayor

K. Aaron Shirley, City Recorder

***Recording Requested By and
When Recorded Return to:***

Santaquin City
Attention: City Manager
275 West Main
Santaquin, Utah 84655

Parcel Nos. _____

AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of September, 2019 (the “**Effective Date**”), by and between the City of Santaquin, Utah, a municipality and political subdivision of the State of Utah, hereinafter (“**City**”) and CJM LIMITED LIABILITY LIMITED PARTNERSHIP, an Idaho limited partnership (“**CJM**”). City and CJM are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS:

A. **WHEREAS**, Santaquin City has adopted a General Plan governing the development and use of real property pursuant to the provisions of Utah Code Ann., title 10, chapter 9a; and

B. **WHEREAS**, CJM owns approximately 30.9 acres of property located between 400 East and 600 East, and Main Street and 200 North in Santaquin City, (the “**Property**”), which property is more particularly identified in Exhibit A hereto; and

C. **WHEREAS**, CJM desires to develop the Property into a master planned project known as CJM Development, a primary component of which is contemplated to be commercial space (the “**Commercial Space**”); and

D. **WHEREAS**, the Parties desire to cooperate in the planning and approval of a Site Plan, for the purpose of encouraging an attractive and useful development that complies with the provisions of the General Plan; and

E. **WHEREAS**, on May 7, 2019, at duly noticed public meeting, the City approved the reinstatement of certain incentives to CJM as outlined in this Agreement.

F. **WHEREAS**, the Parties now desire to enter into this Agreement to establish certain parameters of development of the Property, including phasing, the exchange of certain pieces of real property between the Parties, and other development objectives prior to development of the Property in accordance with the City’s General Plan.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency which is herein acknowledged, the Parties agree as follows:

SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by this Agreement or, if different, by the Santaquin Zoning Ordinance in effect on the Effective Date. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

1.1 “**Applicable Law**” shall have the meaning set forth in Section 3.6 of this Agreement.

1.2 “**Approval Date**” shall mean the date set forth in Recital E of this Agreement.

1.3 “**Changes in the Law**” shall have the meaning set forth in Section 3.7 of this Agreement.

1.4 “**Commercial Space**” shall have meaning set forth in Recital C of this Agreement, and is anticipated by CJM to include a supermarket and hardware store.

1.5 “**Development Phase**” means each a portion of the Property for which an application for development is filed hereunder.

1.6 “**Development Standards**” means the Santaquin City Construction Standards and Specifications, adopted by the City Council, including any amendments thereto, a copy of which is on file at the Community Development Department and may be reviewed during regular business hours.

1.7 “**Effective Date**” shall have the meaning set forth in the introductory paragraph preceding the Recitals.

1.8 “**Future Laws**” means the laws, ordinances, policies, standards, guidelines, directives, procedures and processing fee schedules of City which may be in effect in the future at any time when an application for a Development Phase is submitted and which may or may not apply to such application based upon the terms of this Agreement.

1.9 “**Phase 1 Development**” means that portion of the Commercial Space consisting of the supermarket and hardware store.

1.10 “**Project**” means any portion of the Property for which an application for development is filed. All or part of the Property shall become a Project as defined herein upon the filing of an application for development that included said property.

1.11 “**Property**” means all of the real property owned by CJM as of the Effective Date that is described in Exhibit A.

1.12 “**Site Plan**” means the plan for the development of the Property, approved by the Santaquin City Development Review Committee on July 9, 2019, a copy of which is on file at the

Community Development Department and available for review during regular business hours. A copy of page C1.0 of the Site Plan is attached hereto as Exhibit B.

1.13 “**Sub-developer**” means an owner of a Project within the Property which is not CJM, or an affiliate of CJM.

1.14 “**Term**” shall have the meaning set forth in 4.11 of this Agreement.

SECTION II. GENERAL RIGHTS AND RESPONSIBILITIES.

2.1 General Rights and Responsibilities of CJM.

2.1.1 **Development of the Property.** CJM agrees that the Property shall be developed pursuant to the terms and conditions of this Agreement. So long as CJM complies with the conditions of the Site Plan approval, it shall be entitled to construct improvements on the Property generally consistent with the concept for development depicted in the Site Plan, or future plans submitted to and approved by the Santaquin City Council, subject to Applicable Law. To the maximum extent permissible under state and federal law, and at equity, City and CJM agree this Agreement grants to CJM vested rights as that term is construed under common law and pursuant to Utah Code Ann. § 10-9a-509 (2019). The Parties acknowledge and agree that City’s agreement to perform and abide by the covenants and obligations of City set forth herein is material consideration for CJM’s agreement to perform and abide by the covenants and obligations of CJM set forth herein. Unless otherwise agreed between City and CJM, CJM’s vested interest(s) and right(s) contained in this Agreement expire at the end of the Term, or upon termination of this Agreement. Upon termination of this Agreement, for any reason, the obligations of the Parties to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner. No easements, maintenance requirements, or other agreements intended to run with the land shall expire.

2.1.2 **Conditions of Approval and Impact Fees.** With respect to the development of the Property, CJM accepts and agrees to comply with the impact, connection and building fees of the City currently in effect, or as amended; the City agreeing and representing that any schedule of such fees will be applied uniformly within the City or service area of the City, as applicable. CJM acknowledges that the Property requires infrastructure supported by impact fees and finds the fees currently imposed to be a reasonable monetary expression of exactions that would otherwise be required at this time. CJM shall receive credits for impact fees previously paid by the owners of approximately seven structures on the Property that have been, or are in the process of being, demolished, or abandoned.

2.1.3 **Dedication of a Portion of the Property to the City.** The Parties agree that a portion of the Property will be dedicated to the City for the purpose of constructing or expanding City streets and/or rights-of-way and related improvements, which will benefit the development and future commercial activity on the Property, and also the residents of the City. As further consideration for this Agreement, within thirty (30) days of the execution of this

Agreement, CJM will transfer to the City, by warranty deed, the following portions of real property, which are attached hereto as exhibits:

2.1.3.1 Exhibit C – 400 East Street Dedication, comprising approximately 16,450 square feet (0.378 acre);

2.1.3.2 Exhibit D – 200 North Street Dedication, comprising approximately 85,797 square feet (1.970 acres);

2.1.3.3 Exhibit E – 500 East Street Dedication, Triangular Parcel, comprising approximately 364.4 square feet (0.00836 acre); and

2.1.3.4 Exhibit F – Orchard Lane Dedication, comprising approximately 84 square feet.

All taxes due or accrued on the above described properties shall be paid by CJM prior to transfer. Dedication and transfer of the real properties described in this subsection 2.3.1 shall not include any water rights or shares.

2.1.4 Statement Regarding “Compelling, Countervailing Public Interests.”

The Parties acknowledge that they are familiar with the “compelling, countervailing public interest” test that is generally an exception to the doctrine of vested rights in the State of Utah.

2.1.4.1 The City acknowledges that as of the Effective Date, to the best of its knowledge, information and belief, the City is presently unaware of any material facts under which a desire of the City to modify CJM’s rights under this Agreement would be justified by a “compelling, countervailing public interest.”

2.1.4.2 If, however, it should be determined that there did, in fact, exist, as of the Effective Date, material facts consistent with the exceptions to the vested rights doctrine as set forth in Western Land Equities, Inc. v. City of Logan, 617 P.2d 388 (Utah, 1988), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law, under which modification of the CJM’s rights under this Agreement would be justified by a “compelling, countervailing public interest,” CJM acknowledges that it neither has nor had any vested rights as to any matter arising from or affected by any material facts of which the City was not or could not have been aware as of the Effective Date.

2.1.5 Construction Mitigation. CJM shall provide the following measures, all to the reasonable satisfaction of the City’s Engineer, to mitigate the impact of construction within its Project. CJM shall also adhere to the usual construction impact mitigation measures required by the City. Additional reasonable site-specific mitigation measures may be required. The following measures shall be included in each application for development of any Development Phase:

2.1.5.1 Protection of existing infrastructure improvements from abuse or damage while new infrastructure improvements are being constructed.

2.1.6 Construction of Improvements. CJM has submitted a Site Plan to the City describing its plan for development of the Property (the “**Site Plan**”), which was approved by the Santaquin City Development Review Committee on July 9, 2019. All utilities and road sections indicated on the Site Plan, and/or necessary for the development of the Property, shall be constructed by CJM, in compliance with the Development Standards. Notwithstanding the foregoing, CJM shall also provide the City with complete plans and specifications for the construction of each roadway indicated on the Site Plan. CJM may in its discretion develop the Property in phases. In developing each phase, CJM shall ensure the logical development through each phase, all in conformance with the requirements of this Agreement and the Development Standards in effect when the application is filed.

2.1.7 Compliance with City Requirements and Standards. CJM expressly acknowledges that nothing in this Agreement shall be deemed to relieve CJM from its obligations to comply with all applicable requirements of the City necessary for approval and payment of all applicable fees for a Project in effect at the time of development approval, including the payment of unpaid fees, the approval of plats and site plans, the approval of building permits and construction permits, and compliance with all applicable building, electrical, mechanical, plumbing, and fire codes, and other City ordinances relating to the placement and construction of the proposed structure, that are in effect at the time the person files with the City a completed application.

2.2 General Rights and Responsibilities of the City.

2.2.1 Reserved Legislative Powers. This Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development. The City acknowledges, however, that any exercise of its legislative or police powers which alters or modifies this Agreement to CJM’s detriment may render the City liable to such remedies as may be available to CJM under such circumstances.

2.2.2 Construction of Improvements on City Property. All infrastructure improvements for the development of the Property, including those improvements to be dedicated as City streets, shall be constructed by and except as otherwise specifically described herein shall be the sole responsibility of CJM. The City may, but shall be under no obligation to, construct improvements on that portion of the Property transferred to the City by CJM pursuant to the provisions of section 2.2.4 in addition to those described in the Site Plan. In the event, the City shall undertake to construct any such additional improvements on said property, the City shall determine the type, extent and timing of such improvements, and shall be solely responsible for all costs of design, construction and maintenance thereof.

2.2.3 Power of Eminent Domain. The City agrees that in the event CJM needs to obtain easements or rights of way for the purpose of constructing infrastructure improvements for a Project and is otherwise unable to negotiate a reasonably acceptable contract for such easements or rights of way, the City, upon the request of CJM, may consider exercise of its power of eminent domain to obtain such easements or rights of way, the costs of which, including reasonable attorneys’ fees, shall be borne by CJM.

2.2.4 Transfer of City Property to CJM. Within 30 days of the execution of this Agreement, the City will transfer to CJM by Quit-claim deed, certain portions of real property which will enhance the public health, safety and welfare of the residents of the City; and will increase the prospects for successful development of the CJM property. Those portions of real property to be transferred to CJM by the City are described in the following exhibits attached hereto:

2.2.4.1 Exhibit G – Orchard Lane Vacation, comprising approximately 37,131 square feet, or 0.852 acre;

2.2.4.2 Exhibit H – 100 North Street Vacation, comprising approximately 33,059 square feet, or 0.759 acre; and

2.2.4.3 Exhibit I – Orchard Lane Vacation, SW Corner Parcel, comprising approximately 17,746 square feet, or 0.407 acre.

Some or all of the properties designated in this subsection 2.2.4 are subject to public utility easements. Transfer of those properties shall be subject to all existing easements and rights-of-way. Dedication and transfer of the real properties described in this subsection 2.2.4 shall not include any water rights or shares. The City represents that no property taxes are now due or accruing on the properties describe above. Any taxes resulting for the transfer described herein, or accruing thereafter shall be the sole responsibility of CJM.

2.2.5 Vacation of City Streets and Rights-Of-Way. The Parties acknowledge and agree that CJM will complete improvements connecting 200 North to Orchard Lane and all improvements to the dedicated properties as shown on the Site Plan. Upon completion and dedication of 200 North Street to the City, the City will begin procedures necessary to vacate those portions of City streets and/or rights-of-way now existing on the properties transferred to CJM pursuant to Section 2.2.4, including the 100 North Street property described in subsection 2.2.4.2. The vacation process shall not affect the existing easements on those properties, specifically including Santaquin City and public utility easements.

2.2.6 Delivery of Possession of the Properties Transferred to CJM. All or portions of the properties to be dedicated by the City to CJM, including Orchard Lane and 100 North Street, now serve properties owned by third parties. Completion of the improvements described in the Site Plan must be completed and dedicated to the City before vacation of City Streets pursuant to subsection 2.2.5. Therefore, delivery of possession of the real property described in subsection 2.2.4 shall occur upon dedication by CJM and acceptance by the City of the newly constructed 200 North Street, connecting 400 East Street and Orchard Lane.

2.2.7 City Services. City agrees that it shall make available (subject to application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) culinary water, sanitary sewer, pressurized irrigation and other municipal services to the Property. Such services shall be provided to the Property at the same levels of services, on the same terms and at rates as approved by the Santaquin City Council, which rates may not differ materially from those charged to others in Santaquin, Utah.

2.3 Incentive Timeline and Benefits: The Santaquin Community Development Agency (“CDA”) has acknowledged the significant benefits that development of the Property, specifically including the construction and operation of the Commercial Space, will provide to the residents of the City; and has agreed to provide incentives as described in this subsection 2.3 to CJM based on the timely commencement of construction and completion of the Phase 1 Development.

2.3.1 If the groundbreaking and construction on the Property of at least fifty thousand square feet of Commercial Space consisting of a supermarket or combination supermarket and hardware store, commences on or before November 5, 2019, the CDA will provide a financial incentive of four-hundred thousand dollars (\$400,000.00) to CJM to offset the cost of road construction needed to support the Phase 1 Development of the commercial development within the Orchard Lane Commercial Development Area. In addition, the CDA will waive the water dedication requirement for the Phase 1 Development in an amount of twenty four thousand six hundred dollars (\$24,600).

2.3.2 If the groundbreaking and construction on the Property of at least fifty thousand square feet of Commercial Space consisting of a supermarket or combination supermarket and hardware store commences between November 5, 2019 and February 5, 2020, the CDA will provide a financial incentive of three-hundred thousand dollars (\$300,000.00) to CJM to offset the cost of road construction needed to support the Phase 1 Development of the commercial development within the Orchard Lane Commercial Development Area. In addition, the CDA will waive the water dedication requirement for the Phase 1 Development in an amount of twenty four thousand six hundred dollars (\$24,600).

2.3.3 If the groundbreaking and construction on the Property of at least fifty thousand square feet of Commercial Space consisting of a supermarket or combination supermarket and hardware store, commences between February 6, 2020 and May 5, 2020, the CDA will provide a financial incentive of two-hundred thousand dollars (\$200,000.00) to CJM to offset the cost of road construction needed to support the Phase 1 Development of the commercial development within the Orchard Lane Commercial Development Area. In addition, the CDA will waive the water dedication requirement for the Phase 1 Development in an amount of twenty four thousand six hundred dollars (\$24,600).

2.3.4 If the groundbreaking and construction on the Property of at least fifty thousand square feet of Commercial Space consisting of a supermarket or combination supermarket and hardware store, commences between May 6, 2020 and August 5, 2020, the CDA will provide a financial incentive of one-hundred thousand dollars (\$100,000.00) to CJM to offset the cost of road construction needed to support the Phase 1 Development of the commercial development within the Orchard Lane Commercial Development Area. In addition, the CDA will waive the water dedication requirement for the Phase 1 Development in an amount of twenty four thousand six hundred dollars (\$24,600).

2.3.5 If the groundbreaking and construction on the Property of at least fifty thousand square feet of Commercial Space consisting of a supermarket or combination supermarket and hardware store, commences on or after August 5, 2020, the CDA will not provide a financial incentive to offset the cost of road construction needed to support the Phase 1

Development of the commercial development within the Orchard Lane Commercial Development Area. However, the CDA will continue to waive the water dedication requirement for the Phase 1 Development in an amount of twenty four thousand six hundred dollars (\$24,600).

2.3.6 All road construction financial incentives require three (3) bids to insure the lowest possible costs are paid for contracted services in accordance with procedures at least as stringent as set forth in *Utah Admin. Code* §§ R33-1-4 and R33-1-12. All construction must meet Santaquin City Construction Standards and pass Santaquin City Inspections. Payments will be made directly to the contractor responsible for the construction of the roads specified in this subsection to offset the construction costs of: 500 East Street from 100 North to 200 North; 200 North Street from Orchard Lane to 400 East; and/or 400 East Street widening from 100 North to 200 North. In addition, Transportation Impact Fees paid for the Phase 1 Development will also be used to offset road construction costs pursuant to the aforementioned requirements.

For the purposes of the reimbursement, the term groundbreaking is defined as a public ceremony which will commence the construction of the Commercial Space in Santaquin, Utah. On the date of the groundbreaking, the contract for the construction of the Commercial Space, must be awarded; a complete application for a city building permit must be submitted; related infrastructure must have been previously bid and awarded; and the contractor must be either mobilized or in the process of mobilizing to commence construction.

2.4 **Improvements to the Main Street and 400 East Corner.** CJM agrees that fifty thousand dollars (\$50,000.00) of the incentive paid pursuant to subsection 2.3 will be used to pay for the improvements to the property owned by the City and located at the northeast corner of approximately Main Street and 400 East Street, as designated in the Site Plan. Said improvements shall be designed and constructed by CJM after approval of the City. All costs in excess of \$50,000.00 for said improvements located on such property owned by the City shall be the sole responsibility of the City.

SECTION III. GENERAL PROVISIONS

3.1 **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Property to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Property.

3.2 **Transfer of Property.** CJM shall have the right to assign or transfer all or any portion of its rights and obligations under this Agreement, only upon written agreement of the City. CJM shall provide written notice to the City of any completed assignment or transfer. In the event of an assignment, the transferee shall succeed to all of CJM's rights and obligations under this Agreement.

3.3 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that: (i) development of the Property and each Project is a private development; (ii) City and CJM hereby renounce the existence of any form of agency relationship, joint venture or partnership among City and CJM, or any of CJM's successors in interest and assigns; and (iii) nothing contained herein shall be construed as creating any such relationship among City and CJM.

3.4 **Consent.** In the event this Agreement provides for consent from the City, or CJM, such consent shall be deemed to be given thirty (30) days after consent is requested in writing in the event no response to the request is received within that period. All requests for consent shall be made in writing, and in no event shall consent be unreasonably withheld or delayed. City will use reasonable efforts to process any application for a Development Phase promptly.

3.5 **Legal Challenges.** In the event that any person challenges this Agreement or the Development contemplated herein, upon request by CJM, or with notice to CJM and CJM's consent or acquiescence, the City may undertake to defend this Agreement or the Development. In such a case where CJM formally consents in writing, CJM agrees that it shall be liable for all legal fees, including attorneys' fees, expenses, and/or court costs incurred by the City upon presentation to CJM of an itemized list of costs, expenses, and fees.

3.6 **Applicable Law.** Unless otherwise provided herein, the rules, regulations, official policies, standards and specifications applicable to the development of the Property (the "**Applicable Law**") shall be those rules, regulations, official policies, standards and specifications, including City ordinances and resolutions, in force and effect on the Approval Date.

3.7 **State and Federal Law.** Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("**Changes in the Law**") applicable to the Property. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary, to comply with the Changes in the Law.

3.8 **Applications Under City's Future Laws.** Without waiving any rights granted or benefits imparted by this Agreement, CJM may at any time, choose to submit an application for a Development Phase under the City's Future Laws in effect at the time of such application. Any such application for a Development Phase filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to such application. The election of CJM at any time to submit an application for a Development Phase under the City's Future Laws shall not be construed to prevent or limit CJM from submitting and relying for other applications for Development Phases pursuant to the rights vested under this Agreement, including the Applicable Laws.

SECTION IV. MISCELLANEOUS

4.1 **Incorporation of Recitals, Introductory Paragraphs, and Exhibits.** The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all

Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

4.2 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive.

4.3 Severability. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

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

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

4.6 Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by CJM to any other party, individual or entity without assigning the rights as well as the obligations under this Agreement. The rights of the City under this Agreement shall not be assigned.

4.7 Governing Law, and Dispute Resolution, and Attorney’s Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

4.7.1 Mediation. Any and all disputes arising out of or related to this Agreement or the Parties’ performance hereunder shall be submitted to mediation before a mutually-acceptable mediator prior to initiation of litigation or any other binding or adjudicative dispute resolution process. The Parties shall: (i) mediate in good faith; (ii) exchange all documents which each believes to be relevant and material to the issue(s) in dispute; (iii) exchange written position papers stating their position on the dispute(s) and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the dispute(s), and; (iv) engage and cooperate in such further discovery as the Parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the Parties. Venue of the mediation shall be the State of Utah. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed by a court of competent jurisdiction. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation. The prevailing Party in any action to enforce in whole or in part this mediation clause or in any subsequent arbitration or mediation shall be entitled to reimbursement of attorneys’ fees and costs incurred in said action.

4.7.2 Default Litigation. If any Party hereto is required to engage the services of counsel by reason of the default of another party, the prevailing Party shall be entitled to receive

its costs and reasonable attorneys' fees. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

4.8 Notices. Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested or by facsimile. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. If given by facsimile to the address and number for such Party set forth below (provided, however, that the notice is not effective unless a duplicate copy of the facsimile notice is promptly given by one of the other methods permitted under this paragraph), the notice is deemed to have been given upon receipt by the other Party. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

CJM: CJM Limited Liability Partnership
621 Washington Street South
Twin Falls, ID 83301

With a copy to: Snell & Wilmer L.L.P.
Attention: AJ Pepper
15 W. South Temple, Suite 1200
Salt Lake City, Utah 84101

City: Santaquin City
Attention: City Manager
275 West Main
Santaquin, Utah 84655

With a copy to: Nielsen & Senior
Attention: Brett B. Rich
P.O. Box 970663
1145 South 800 East, Suite 110
Orem, Utah 84097
Email: bbr@ns-law.com

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

4.9 **No Third Party Beneficiary.** This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other party shall have any right of action based upon any provision of this Agreement whether as third party beneficiary or otherwise.

4.10 **Counterparts and Exhibits.** This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of twelve (12) pages, including notary acknowledgment forms, and an additional nine (9) exhibits, which constitute the entire understanding and agreement of the Parties to this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A	Legal description of the Property
Exhibit B	Site Plan, page C1.0
Exhibit C	400 East Street Dedication
Exhibit D	200 North Street Dedication
Exhibit E	500 East Street Dedication, Triangular Parcel
Exhibit F	Orchard Lane Dedication
Exhibit G	Orchard Lane Vacation
Exhibit H	100 North Street Vacation
Exhibit I	Orchard Lane Vacation, SW Corner Parcel

4.11 **Duration.** This Agreement shall continue in force and effect until the earlier of December 31, 2034, or such time as all obligations hereunder have been satisfied (the “**Term**”).

4.12 **Insurance and Indemnification.** CJM shall defend and hold the City and its officers, employees, and consultants harmless for any and all claims, liability and damages arising directly from construction of the Commercial Space, or operations performed under this Agreement by (a) CJM or by CJM’s contractors, subcontractors, agents or employees, or (b) any one or more persons directly or indirectly employed by, or acting as agent for, CJM or any of CJM’s contractors or subcontractors. Nothing in this Agreement shall be construed to mean that CJM shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted by the City for maintenance.

4.12.1 **Hazardous, Toxic, and/or Contaminating Materials.** CJM further agrees to defend and hold the City and its elected and/or appointed boards, officers, agents, employees, and consultants, harmless from any and all claims, liability, costs, fines, penalties, charges and/or claims of any kind whatsoever relating to the existence and removal of hazardous, toxic and/or contaminating materials, except where such claims, liability, costs, fines, penalties, charges and/or claims are due to the actions of the City.

4.12.2 **Bodily Injury and Property Damage Insurance.** CJM agrees to and shall indemnify and hold the City and its elected and appointed boards, officers, agents, employees, and consultants harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys’ fees and court costs) arising from or as a result of the death of any person,

or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person, directly or indirectly caused by any acts done thereon or any errors or omissions of CJM or its agents, servants, employees, or contractors, except for willful misconduct or negligent acts or omissions of the City or its elected and appointed boards, officers, agents, employees, and consultants.

Prior to any construction on the Property, CJM shall furnish or cause to be furnished to the City duplicate originals or appropriate certificates of insurance as follows: (a) Comprehensive general liability (bodily injury and property damage); blanket contractual liability; and personal injury liability, all with limits not less than \$2,000,000 combined single limit per occurrence; and automobile liability, including owned, hired, and non-owned vehicles, up to \$1,000,000; (b) Endorsements shall be obtained for the policies providing the above insurance for the following three provisions:

4.12.2.1 **Additional named insureds.** The City and its elected and appointed boards, officers, agents, employees, and consultants are added as additional named insureds with respect to this subject project and contract with the City.

4.12.2.2 **Notice.** Said policy shall not terminate nor shall it be canceled or the coverage reduced until after thirty (30) days written notice is given to the City.

4.12.2.3 **Primary Coverage.** Said policy and coverage as is afforded to the City and its elected and appointed boards, officers, agents, employees, and consultants shall be primary insurance and not contributing with any other insurance maintained by the City.

4.13 **Nondiscrimination.** Neither the City nor CJM, nor the agents, employees, or representatives of either, shall discriminate against, segregate, persecute, oppress, or harass one another's agents, employees, or representatives; other developers, including any potential replacement developer; contractors or subcontractors; the agents, employees, or representatives of any of the foregoing; tenants, owners, occupants, or residents, whether actual or potential; or any other person or entity.

4.14 **Acknowledgment.** By its signature below, CJM acknowledges that the respective parcel of property owned by CJM at the time of execution of this Agreement shall be subject to all of the terms and conditions of this Agreement upon execution by the City.

4.15 **Amendment.** Unless otherwise stated in this Agreement, the Parties may amend this Agreement by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having only an interest in any specific lot(s), unit(s) or other portion of the Property.

4.16 **Recordation of Development Agreement.** No later than ten (10) days after the City enters into this Agreement, the City shall cause to be recorded an executed copy of this Agreement in the official records of the County of Utah.

4.17 **Sub-developer Agreements.** The Parties hereto, or some of them, may enter into separate agreements with Sub-developers or others obtaining rights from CJM, provided however

that nothing in any separate agreement may conflict with the entitlements and benefits obtained by CJM in this Agreement without the express written consent of CJM.

4.18 **Exclusion from Moratoria.** The Property shall be excluded from any moratorium adopted pursuant to Utah Code § 10-9a-504 unless such a moratorium is found on the record by the Santaquin, Utah City Council to be necessary to avoid jeopardizing a compelling, countervailing public interest.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

CJM Limited Liability Partnership

Mark Ridley, Authorized Representative

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On this ____ day of September, 2019, personally appeared before me Mark Ridley, who after being duly sworn, stated that he is a Member of CJM Limited Liability Partnership; that he is authorized by the same to execute, and that he did execute, the foregoing Agreement.

Notary Public

CITY OF SANTAQUIN

Kirk F. Hunsaker, Mayor

ATTEST:

K. Aaron Shirley, City Recorder

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E

EXHIBIT F

EXHIBIT G

EXHIBIT H

EXHIBIT I

**Ridley's Santaquin
Existing Overall Site**

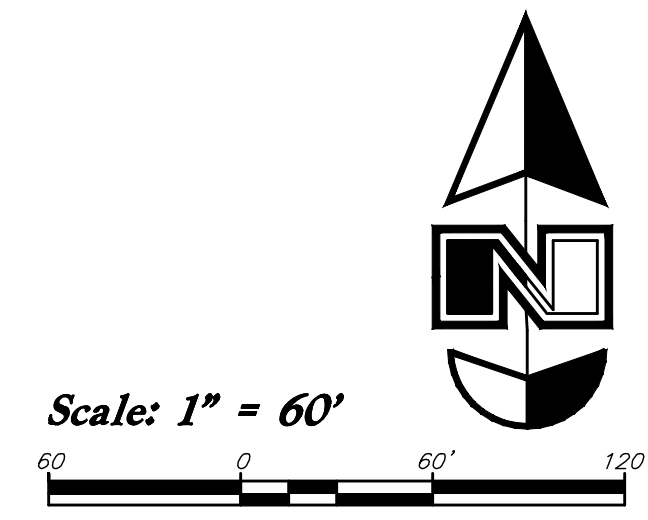
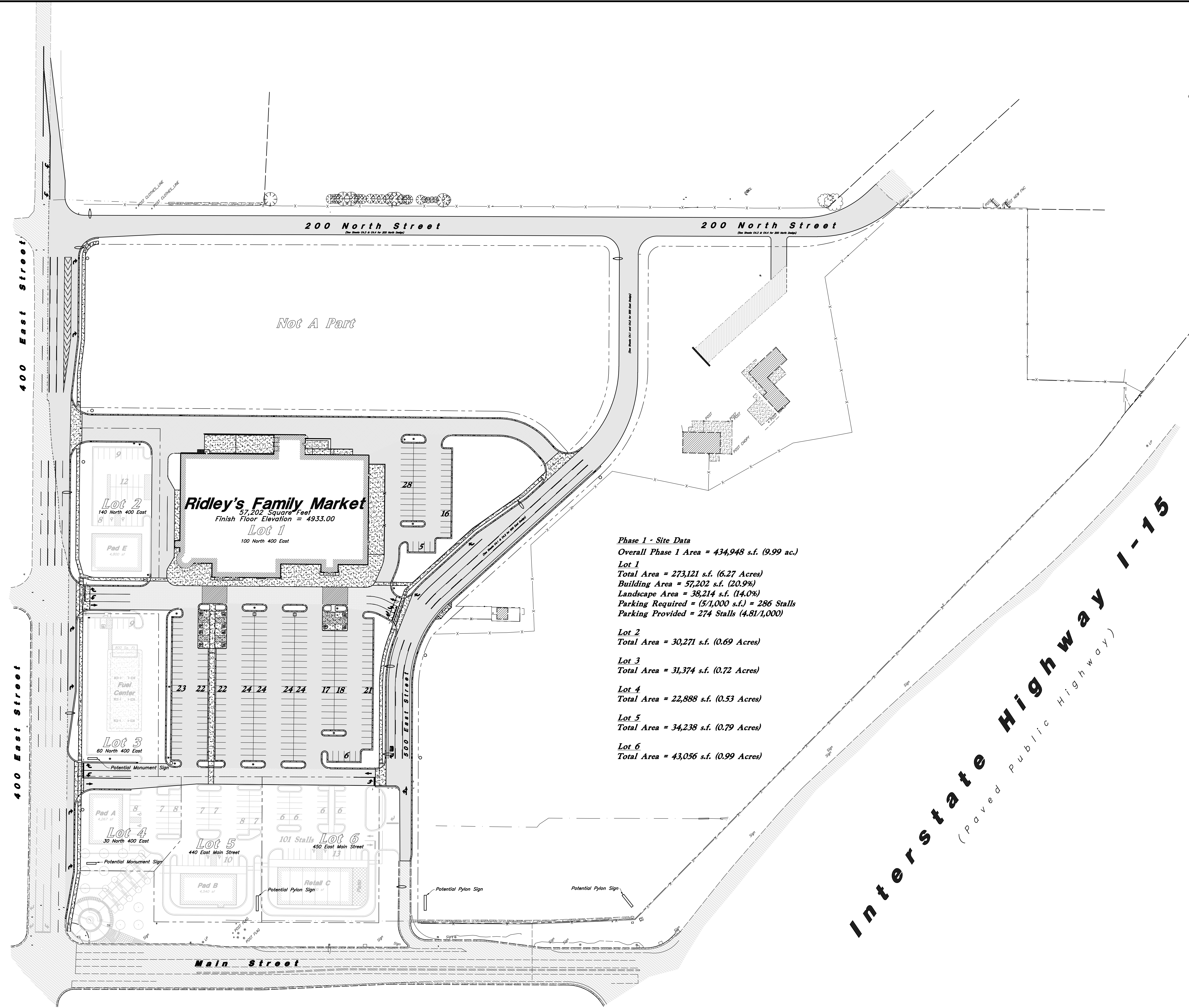
September 24, 2019

A part of the Northeast Quarter of Section 1, Township 10 South, Range 1 East, Salt Lake Base & Meridian, U.S. Survey in Utah County, Utah:

Beginning at a point located 1416.69 feet South 0°30'50" East along the Quarter Section Line; and 9.16 feet South 89°51'46" East from the North Quarter Corner of said Section 1; and running thence South 89°51'46" East 420.94 feet; thence South 89°46'13" East 792.68 feet to the Northwesterly Line of Orchard Lane; thence North 89°51'14" East 114.45 feet to the Southeasterly Line of Orchard Lane; thence South 89°20'43" East 201.44 feet; thence South 0°03'55" West 271.44 feet; thence South 88°33'39" East 157.31 feet; thence South 2°16'40" West 48.54 feet to the Northwesterly Line of Interstate Highway I-15; thence along said Northwesterly Line the following two courses: South 37°26'22" West 75.35 feet; and South 44°34'11" West 1044.87 feet to the Northerly Line of Main Street; thence along said Northerly Line the following two courses: South 87°33'23" West 169.10 feet; and North 89°46'05" West 720.35 feet to the East Line of 400 East Street; thence North 0°30'56" East 632.36 feet along said East Line; thence North 89°29'04" West 21.57 feet; thence North 0°01'49" West 506.05 feet to the point of beginning.

**Contains 1,547,982 sq. ft.
or 35.537 acres**

Excepting therefrom the existing roadways.



Phase 1 - Site Data
Overall Phase 1 Area = 434,948 s.f. (9.99 ac.)
Lot 1
Total Area = 273,121 s.f. (6.27 Acres)
Building Area = 57,202 s.f. (20.9%)
Landscape Area = 38,214 s.f. (14.0%)
Parking Required = (5/1,000 s.f.) = 286 Stalls
Parking Provided = 274 Stalls (4.81/1,000)
Lot 2
Total Area = 30,271 s.f. (0.69 Acres)
Lot 3
Total Area = 31,374 s.f. (0.72 Acres)
Lot 4
Total Area = 22,888 s.f. (0.53 Acres)
Lot 5
Total Area = 34,238 s.f. (0.79 Acres)
Lot 6
Total Area = 43,056 s.f. (0.99 Acres)

1
9 Aug. 2019
Address City Comments
DNE
DSC/ST/TON

Designed by: SY
Drafted by: AR
Client Name:
Ridley's Family Markets
13-030 SP

ANDERSON WAHLEN & ASSOCIATES
2010 North Rexford Road, Salt Lake City, Utah 84116
801.261.4225 - andersonwahlens.com

Overall Site Plan
Ridley's Market
(NEC) 400 East and Main Street
Saratoga, Utah

12 Jul, 2019
SHEET NO.
C1.0

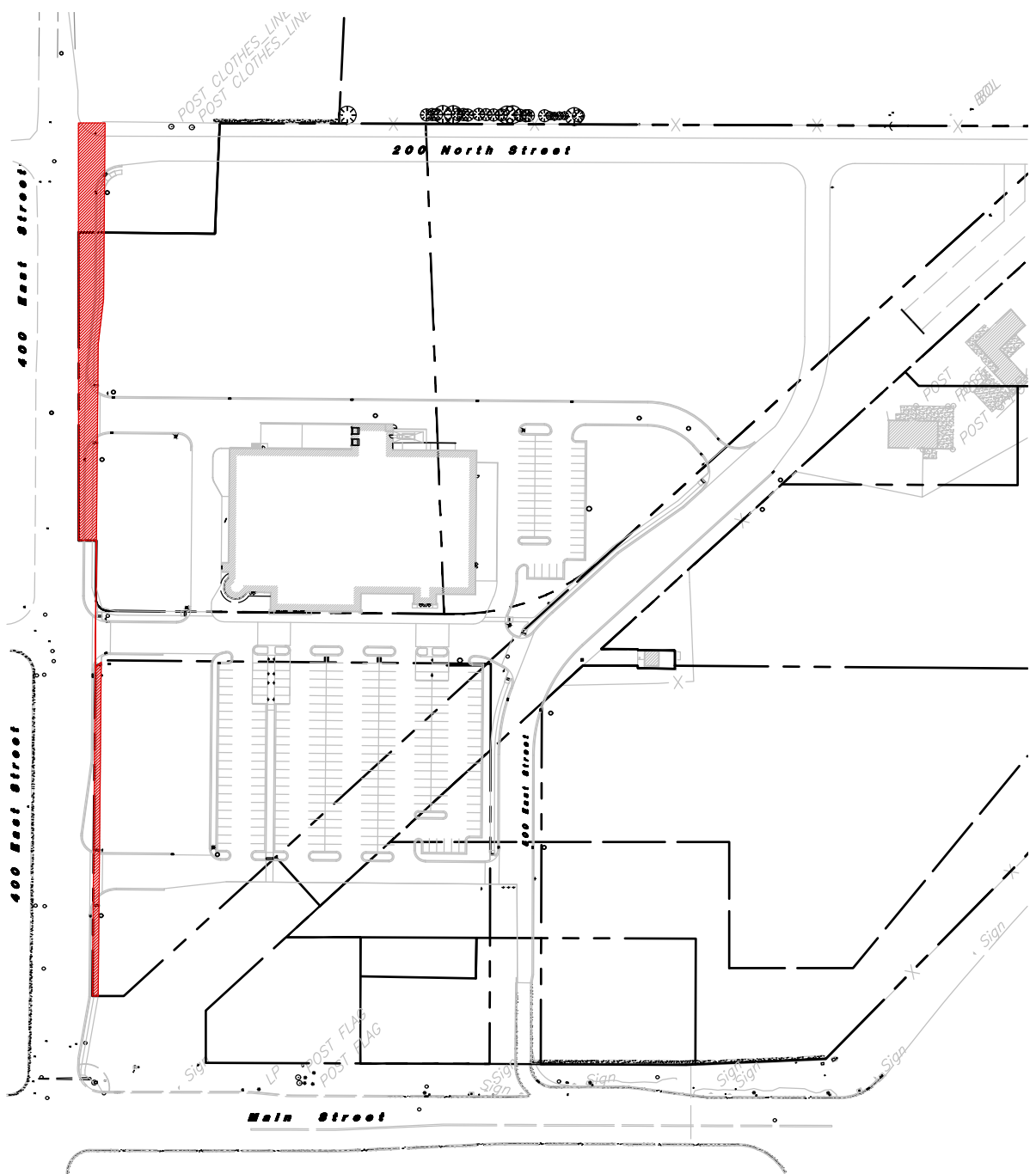
**Ridley's Santaquin
400 East Street Dedication**

July 9, 2019

A part of the Northeast Quarter of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah:

Beginning at the Northwest Corner of Grantor's Property located 1416.68 feet South $0^{\circ}30'42''$ East along the Quarter Section Line; and 9.22 feet South $89^{\circ}51'46''$ East from the North Quarter Corner of said Section 1; and running thence South $89^{\circ}51'46''$ East 32.39 feet along the North Line of Grantor's Property; thence South $0^{\circ}30'56''$ West 213.36 feet; thence South $6^{\circ}47'35''$ West 54.87 feet; thence South $0^{\circ}30'56''$ West 238.33 feet; thence South $0^{\circ}30'56''$ West 160.00 feet along a tie line; thence Northeasterly along the arc of a 15.00 foot radius curve to the right a distance of 15.30 feet (Center bears South $89^{\circ}29'04''$ East, Central Angle equals $58^{\circ}27'05''$ and Long Chord bears North $29^{\circ}44'29''$ East 14.65 feet); thence South $0^{\circ}30'56''$ West 404.79 feet; thence North $89^{\circ}49'57''$ West 7.15 feet to the East Line of 400 East Street; thence North $0^{\circ}30'56''$ East 392.05 feet; thence retracing North $0^{\circ}30'56''$ East 160.00 feet along a tie line; thence North $89^{\circ}29'04''$ West 21.57 feet to the West Line of Grantor's Property; thence North $0^{\circ}01'49''$ West 506.05 feet along said West Line to the point of beginning.

**Contains 16,450 sq. ft.
or 0.378 acre**



Total Area = 16,449.9 s.f. (0.378 Acres) Scale: 1" = 200'



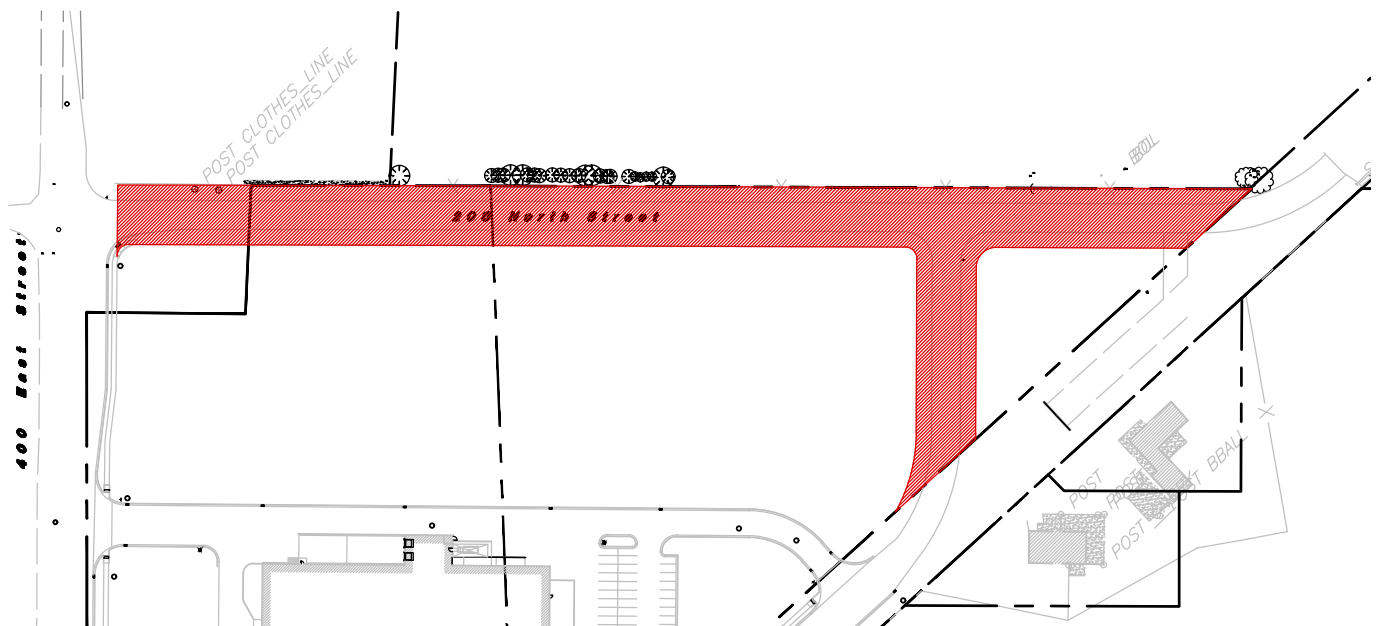
**Ridley's Santaquin
200 North Street Dedication**

July 9, 2019

A part of the Northeast Quarter of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah:

Beginning at a point on the North Line of Grantor's Property located 1416.68 feet South 0°30'42" East along the Quarter Section Line; and 41.61 feet South 89°51'46" East from the North Quarter Corner of said Section 1; and running thence South 89°51'46" East 388.55 feet along said North Line to an angle point in said Line; thence South 89°46'13" East 792.68 feet along said North Line to the Northwestern Line of Orchard Lane; thence South 47°49'42" West 91.94 feet along said Northwestern Line; thence North 89°46'13" West 197.73 feet to a point of curvature; thence Southwesterly along the arc of a 21.00 foot radius curve to the left a distance of 32.99 feet (Central Angle equals 90°00'00" and Long Chord bears South 45°13'47" West 29.70 feet) to a point of tangency; thence South 0°13'47" West 172.28 feet to a point of curvature; thence Southwesterly along the arc of a 233.00 foot radius curve to the right a distance of 6.54 feet (Central Angle equals 1°36'29" and Long Chord bears South 1°02'01" West 6.54 feet) to the Northwestern Line of Orchard Lane; thence South 47°49'42" West 112.49 feet along said Northwestern Line; thence Northeasterly along the arc of a 171.00 foot radius curve to the left a distance of 85.97 feet (Center bears North 60°57'57" West, Central Angle equals 28°48'16" and Long Chord bears North 14°37'55" East 85.07 feet) to a point of tangency; thence North 0°13'47" East 181.28 feet to a point of curvature; thence Northwesternly along the arc of a 12.00 foot radius curve to the left a distance of 18.85 feet (Central Angle equals 90°00'00" and Long Chord bears North 44°46'13" West 16.97 feet) to a point of tangency; thence North 89°46'13" West 432.01 feet; thence North 89°51'46" West 376.98 feet to a point of curvature; thence Southwesterly along the arc of a 12.00 foot radius curve to the left a distance of 18.77 feet (Central Angle equals 89°37'17" and Long Chord bears South 45°19'35" West 16.91 feet); thence North 0°30'56" East 73.92 feet to the point of beginning.

**Contains 85,797 sq. ft.
or 1.970 acres**



Total Area = 85,796.8 s.f. (1.969 Acres) Scale: 1" = 200'



AWA
ANDERSON WAHLEN & ASSOCIATES
 2010 North Redwood Road, Salt Lake City, Utah 84116
 801 521-8529 - AWAengineering.net

200 North Dedication

Ridley's Market

Santaquin, Utah

Sheet No.

E

Designed By: SY

Drafted By: SBT

Client Name:
Ridley's Market
13-030 Legal EX

10 Jul, 2019

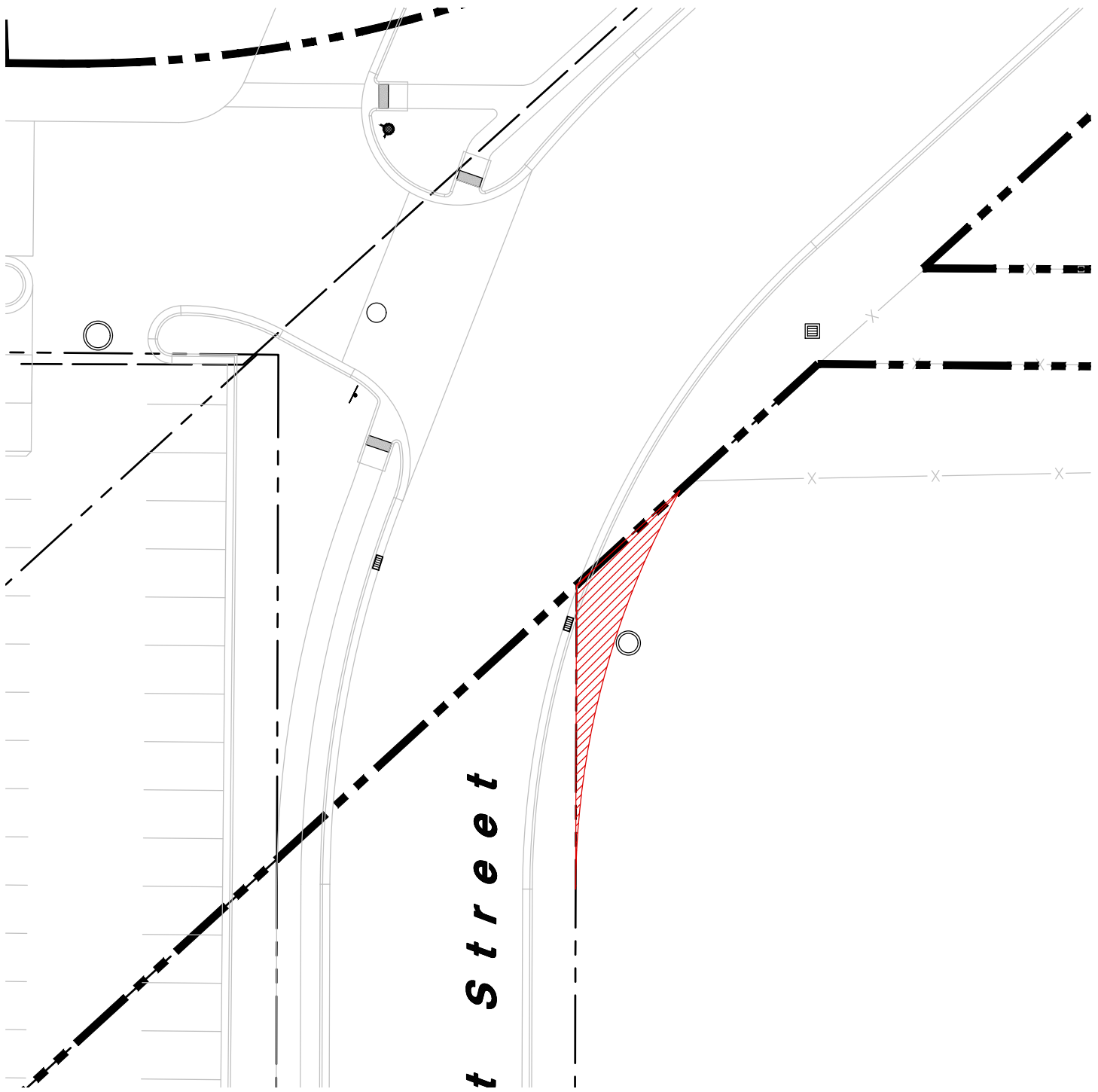
**Ridley's Santaquin
500 East Street Dedication
Triangular Parcel**

July 10, 2019

A part of the Northeast Quarter of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah:

Beginning at the Intersection Point of the East Line of 500 East Street and the Southeasterly Line of Orchard Lane located 572.43 feet North 89°42'20" East along the Section Line; and 2122.92 feet South 0°17'40" East from the North Quarter Corner of said Section 1; and running thence North 47°32'35" East 29.07 feet along said Southeasterly Line of Orchard Lane; thence Southwesterly along the arc of a 171.00 foot radius curve to the left a distance of 86.46 feet (Center bears South 60°51'53" East, Central Angle equals 28°58'04" and Long Chord bears South 14°39'05" West 85.54 feet) to a point of tangency on the East Line of 500 East Street; thence North 0°10'03" East 63.13 feet along said East Line to the point of beginning.

Contains 364 sq. ft.



Total Area = 364.4 s.f. (0.00836 Acres) Scale: 1" = 30'



AWA
ANDERSON WAHLEN & ASSOCIATES
 2010 North Redwood Road, Salt Lake City, Utah 84116
 801 521-8529 - AWAengineering.net

500 East Street Dedication

Ridley's Market

Santaquin, Utah

Sheet No.

F

Designed By: SY

Drafted By: SBT

*Client Name:
 Ridley's Market
 13-030 Legal EX*

10 Jul, 2019

**Ridley's Santaquin
Orchard Lane Dedication**

July 10, 2019

A part of the Northeast Quarter of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah:

Beginning at a point on the Northwestern Line of Orchard Lane located 672.43 feet North $89^{\circ}42'20''$ East along the Section Line; and 1925.40 feet South $0^{\circ}17'40''$ East from the North Quarter Corner of said Section 1; and running thence South $47^{\circ}49'42''$ West 38.19 feet along said Northwestern Line of Orchard Lane to a point of curvature; thence Southwesterly along the arc of a 270.00 foot radius curve to the right a distance of 24.25 feet (Center bears North $40^{\circ}21'15''$ West, Central Angle equals $5^{\circ}08'44''$ and Long Chord bears South $52^{\circ}13'07''$ West 24.24 feet); thence North $47^{\circ}49'20''$ East 47.46 feet; thence North $54^{\circ}56'50''$ East 15.01 feet to the point of beginning.

Contains 84 sq. ft.

Total Area= 84.0 s.f.

Scale: 1" = 30'



AWA
ANDERSON WAHLEN & ASSOCIATES
 2010 North Redwood Road, Salt Lake City, Utah 84116
 801 521-8529 - AWAengineering.net

Orchard Lane Dedication

Ridley's Market

Santaquin, Utah

Sheet No.

G

Designed By: SY

Drafted By: SBT

Client Name:
 Ridley's Market

13-030 Legal EX

10 Jul, 2019

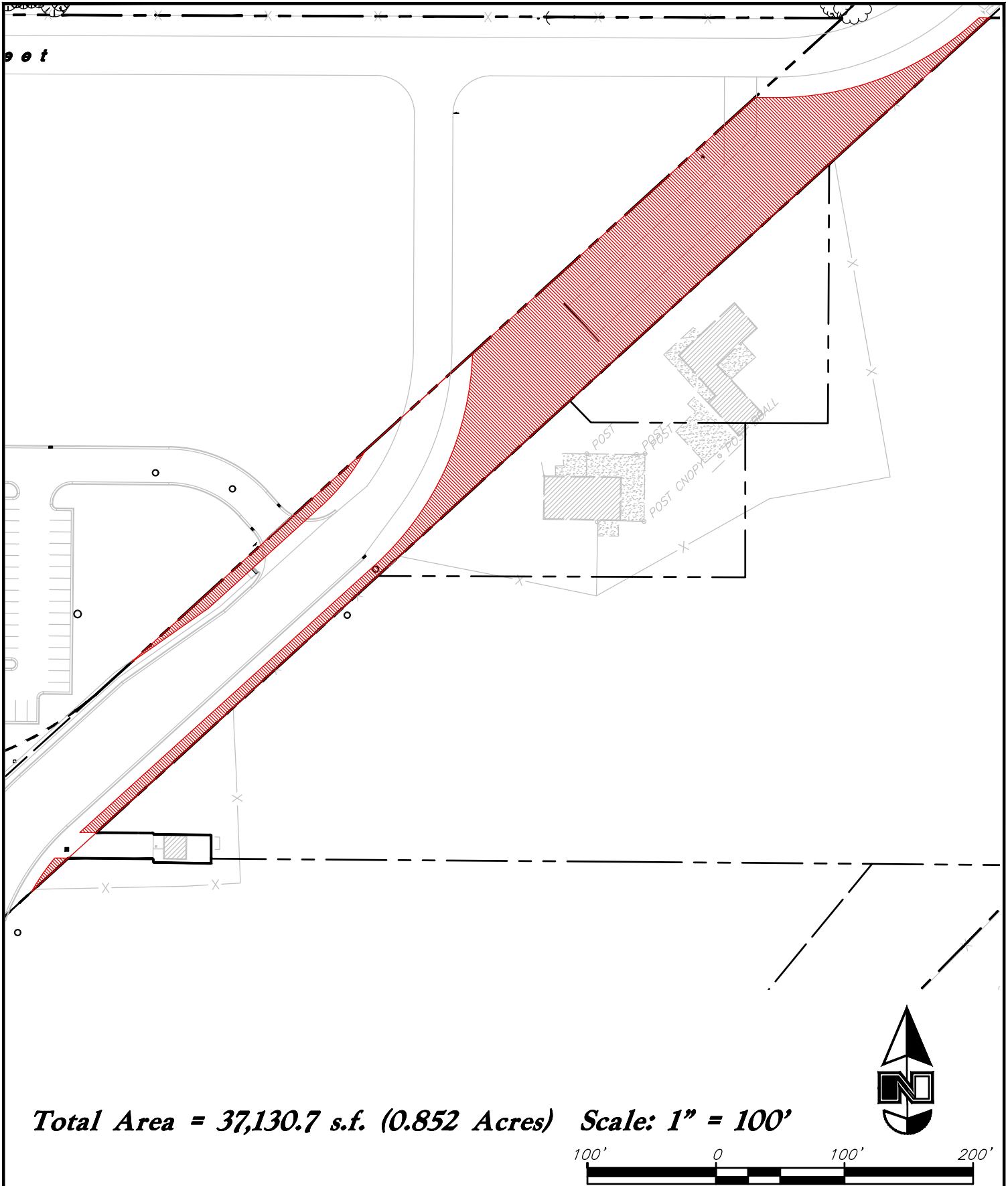
**Ridley's Santaquin
Orchard Lane Vacation**

July 9, 2019

A part of the Northeast Quarter of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah:

Beginning at a point on the Southeasterly Line of Orchard Lane located 1342.62 feet North $89^{\circ}42'20''$ East along the Section Line; and 1427.46 feet South $0^{\circ}17'40''$ East from the North Quarter Corner of said Section 1; and running thence South $47^{\circ}37'42''$ West 940.29 feet along said Southeasterly Line of Orchard Lane; thence South $47^{\circ}40'47''$ West 29.51 feet along a tie line; thence South $47^{\circ}32'35''$ West 38.83 feet along the Southeasterly Line of Orchard Lane; thence Northeasterly along the arc of a 171.00 foot radius curve to the right a distance of 31.96 feet (Center bears South $60^{\circ}51'53''$ East, Central Angle equals $10^{\circ}42'36''$ and Long Chord bears North $34^{\circ}29'25''$ East 31.92 feet); thence South $89^{\circ}29'50''$ East 10.58 feet; thence retracing North $47^{\circ}40'47''$ East 29.51 feet along a tie line; thence North $89^{\circ}35'47''$ West 12.93 feet; thence North $47^{\circ}49'20''$ East 308.97 feet to a point of curvature; thence Northeasterly along the arc of a 233.00 foot radius curve to the left a distance of 187.00 feet (Central Angle equals $45^{\circ}59'05''$ and Long Chord bears North $24^{\circ}49'48''$ East 182.02 feet) to the Northwesternly Line of Orchard Lane; thence South $47^{\circ}49'42''$ West 112.49 feet along a tie line; thence Southwesterly along the arc of a 171.00 foot radius curve to the right a distance of 56.07 feet (Center bears North $60^{\circ}57'57''$ West, Central Angle equals $18^{\circ}47'17''$ and Long Chord bears South $38^{\circ}25'41''$ West 55.82 feet) to a point of tangency; thence South $47^{\circ}49'20''$ West 117.44 feet; thence South $54^{\circ}56'50''$ West 73.67 feet to the Northwesternly Line of Orchard Lane; thence North $47^{\circ}49'42''$ East 245.61 feet along said Northwesternly Line; thence retracing North $47^{\circ}49'42''$ East 112.49 feet along a tie line; thence North $47^{\circ}49'42''$ East 296.33 feet along the Northwesternly Line of Orchard Lane; thence South $89^{\circ}46'13''$ East 15.76 feet to a point of curvature; thence Northeasterly along the arc of a 231.00 foot radius curve to the left a distance of 170.98 feet (Central Angle equals $42^{\circ}24'27''$ and Long Chord bears North $69^{\circ}01'33''$ East 167.10 feet) to a point of tangency; thence North $47^{\circ}49'20''$ East 3.52 feet; thence South $89^{\circ}20'43''$ East 8.19 feet to the point of beginning.

**Contains 37,131 sq. ft.
or 0.852 acre**



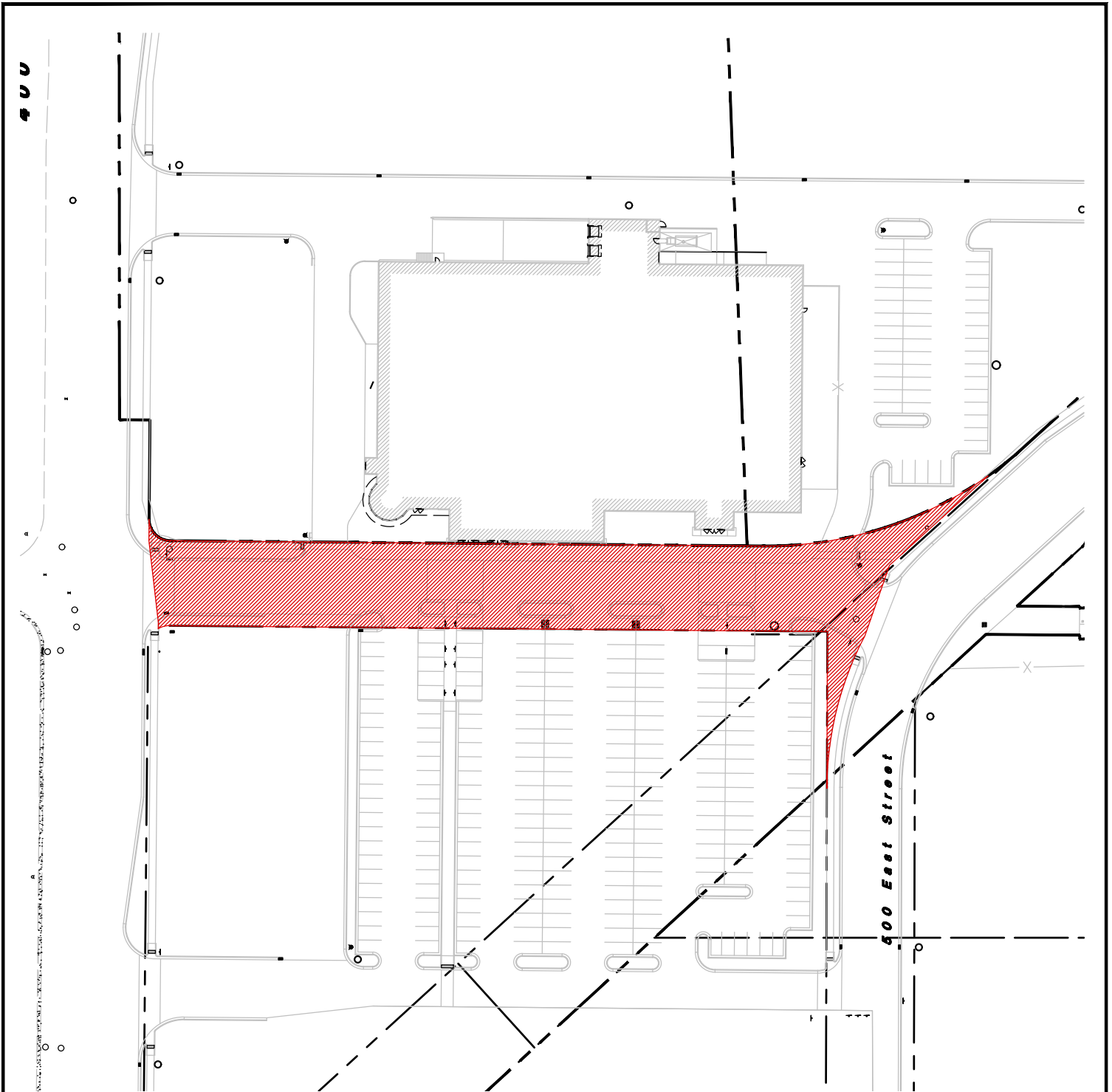
**Ridley's Santaquin
100 North Street Vacation**

July 9, 2019

A part of the Northeast Quarter of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah:

Beginning at a point on the East Line of 400 East Street located 1993.19 feet South 0°30'42" East along the Quarter Section Line; and 25.28 feet North 89°29'18" East from the North Quarter Corner of said Section 1; and running thence Southeasterly along the arc of a 15.00 foot radius curve to the left a distance of 23.56 feet (Center bears South 89°29'04" East, Central Angle equals 90°00'00" and Long Chord bears South 44°29'04" East 21.21 feet) to a point of tangency; thence South 89°29'04" East 418.83 feet to a point of curvature; thence Northeasterly along the arc of a 270.00 foot radius curve to the left a distance of 168.35 feet (Central Angle equals 35°43'27" and Long Chord bears North 72°39'13" East 165.63 feet); thence South 47°49'20" West 93.81 feet; thence South 19°16'14" West 52.56 feet; thence Southwesterly along the arc of a 233.00 foot radius curve to the left a distance of 112.26 feet (Center bears South 62°13'40" East, Central Angle equals 27°36'17" and Long Chord bears South 13°58'12" West 111.18 feet) to the West Line of 500 East Street; thence North 0°10'03" East 110.70 feet along said West Line; thence North 89°29'04" West 464.09 feet to a point of curvature; thence Southwesterly along the arc of a 15.00 foot radius curve to the left a distance of 8.26 feet (Central Angle equals 31°32'55" and Long Chord bears South 74°44'29" West 8.16 feet); thence North 0°30'56" East 4.39 feet; thence North 6°32'41" West 58.19 feet; thence North 0°30'56" East 15.08 feet to the point of beginning.

**Contains 33,059 sq. ft.
or 0.759 acre**



Total Area = 33,059.1 s.f. (0.759 Acres) Scale: 1" = 100'



AWA
ANDERSON WAHLEN & ASSOCIATES
 2010 North Redwood Road, Salt Lake City, Utah 84116
 801 521-8529 - AWAengineering.net

100 North Vacation
Ridley's Market
 Santaquin, Utah

Sheet No.

A

Designed By: SY
Drafted By: SBT
Client Name:
Ridley's Market
13-030 Legal EX
10 Jul, 2019

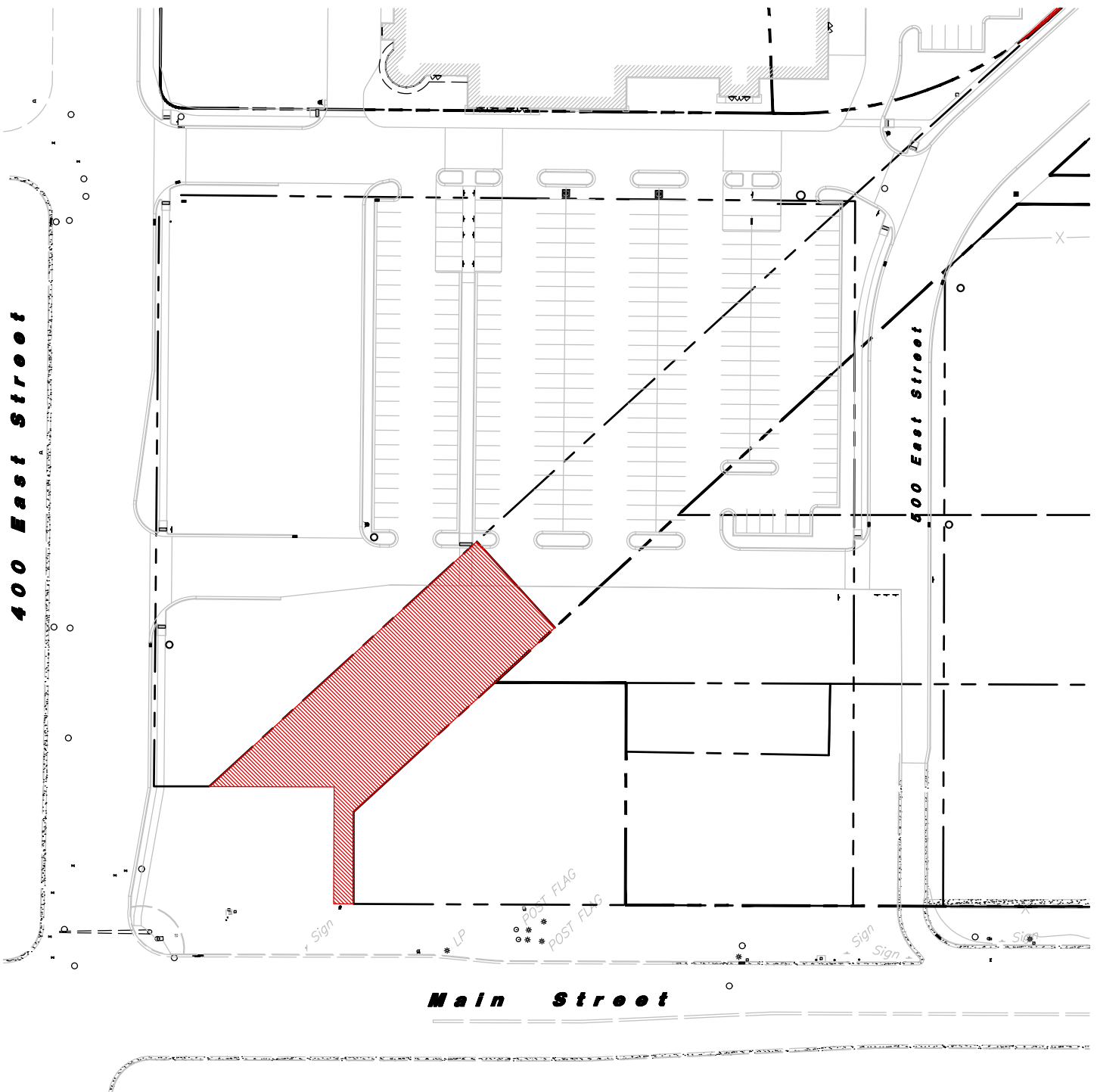
**Ridley's Santaquin
Orchard Lane Vacation
SW Corner Parcel**

July 10, 2019

A part of the Northeast Quarter of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah:

Beginning at a point on the Northwesterly Line of Orchard Lane located 2474.96 feet South $0^{\circ}30'42''$ East along the Quarter Section Line; and 54.64 feet South $89^{\circ}49'57''$ East from the North Quarter Corner of said Section 1; and running thence North $47^{\circ}32'35''$ East 249.87 feet along said Northwesterly Line to the Southwesterly end of the previously vacated portion of Orchard Lane; thence South $42^{\circ}10'40''$ East 80.00 feet along said Southwesterly Line to the Southeasterly Line of Orchard Lane; thence South $47^{\circ}32'35''$ West 187.88 feet along said Southeasterly Line; thence South 63.31 feet to the North Line of Main Street; thence North $89^{\circ}46'05''$ West 13.70 feet along said North Line; thence North $0^{\circ}13'49''$ East 80.45 feet; thence North $89^{\circ}49'57''$ West 86.07 feet to the point of beginning.

**Contains 17,746 sq. ft.
or 0.407 acre**



Total Area = 17,746.4 s.f. (0.407 Acres) Scale: 1" = 100'



AWA
ANDERSON WAHLEN & ASSOCIATES
 2010 North Redwood Road, Salt Lake City, Utah 84116
 801 521-8529 - AWAengineering.net

South Orchard Lane Vacation
Ridley's Market
 Santaquin, Utah

Sheet No.

C

Designed By: SY
Drafted By: SBT
Client Name:
Ridley's Market
13-030 Legal EX
10 Jul, 2019



RESOLUTION 05-01-2018-CDA

A RESOLUTION OF THE SANTAQUIN COMMUNITY DEVELOPMENT AGENCY APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE IN THE ORCHARD LANE COMMERCIAL DEVELOPMENT AREA

WHEREAS, the Santaquin City Council has formed the Santaquin Community Development Agency (CDA) with the purpose and intent of developing and enhancing the commercial base of Santaquin City through the creation of jobs and enhancement of sales tax and property tax revenue; and

WHEREAS, the CDA has established three development areas within the community otherwise known as Project Areas which include the Orchard Lane Commercial Development Area, the West Santaquin Business Park Development Area, and the Summit Ridge Development Area; and

WHEREAS, the CDA has authorized, through Resolution 03-01-2018-CDA, to study and create the Orchard Lane Commercial Development Area Project Area Plan for the purpose of incentivizing the commercial development of property which fronts Interstate 15, US-6 Main Street and 400 East Street and is zoned commercial; and

WHEREAS, over the past three years CJM Limited Partnership, otherwise known as Ridleys Family Markets, has acquired sixteen parcels of property from seven different owners to consolidate its holdings to form a development area which is over thirty-one acres in size for which it is their intent to build a Ridley's Family Market as an anchor to the overall commercial development; and

WHEREAS, Santaquin City in 2011 and 2014 has worked with the Federal Highway Administration, Utah Department of Transportation, Utah County, the Mountainland Association of Governments and Ridley's Family Markets to widen and expand US-6 Main Street and 400 East Street as well as install a signal light at the intersection of 400 East and Main Street and to construct 500 East Street to prepare and facilitate a future commercial development in this development area; and

WHEREAS, additional road construction is needed to facilitate the development which would include the extension of 500 East Street from 100 North to 200 North, the construction 200 North Street from Orchard Lane to 400 East Street, and the widening of 400 East Street from 100 North to 200 North; and

WHEREAS, the CDA recognizes that the construction of the Grocery Store, as an anchor tenant to the overall commercial development, will likely lead to the full buildout of the development which will create jobs as well as enhance Santaquin City's sales tax and property tax base; and

WHEREAS, the CDA recognizes that the construction of the aforementioned roads is a considerable barrier to entry which inhibits the construction of the Grocery Store (Phase 1) which will be the first business in the area and will be the impetus of many more businesses which will follow; and

WHEREAS, the CDA recognizes that a financial incentive design to remove the aforementioned barrier to entry and foster the development of this commercial area is most beneficial if said development commences as early as possible whereupon Santaquin City will reap the benefits of job creation and enhanced sales and property taxes; and

WHEREAS, it is in the CDA's interest to provide greater financial incentives if the development commences as early as possible and has structured its incentive offering commensurate with the benefit it will receive if said development is undertaken as early as possible; and

WHEREAS, any incentive offered will be subject to the laws of the State of Utah and the Ordinances and Construction Standards of the City of Santaquin; in addition said incentives will also be subject to, and further outlined in, a Master Development Agreement, which will be entered into by the Parties at such time that a groundbreaking date is announced; nevertheless, the CDA desires to formalize the general terms of its economic development offering in this resolution;

NOW, THEREFORE, BE IT RESOLVED, the Santaquin Community Development Agency does hereby approve the following Economic Development Incentives to Ridley's Family Markets for the purpose of offsetting infrastructure costs and encouraging the early construction of the anchor store of their 31-Acre Commercial Development:

Incentive Timeline and Benefits:

Six Months* – If the groundbreaking** and construction of a Ridley's Grocery Store in Santaquin, Utah, commences on or before November 17th, 2018, the CDA will provide a financial incentive of four-hundred thousand dollars (\$400,000.00) to Riddleys Family Markets to offset the cost of road construction needed to support Phase 1 of the commercial development within the Orchard Lane Commercial Development Area. In addition, the CDA will waive the water dedication requirement for the

Phase 1 Development in an amount of twenty four thousand six hundred dollars (\$24,600).

Six - Nine Months* – If the groundbreaking** and construction of a Ridley's Grocery Store in Santaquin, Utah, commences between November 18th, 2018 and February 17th, 2019, the CDA will provide a financial incentive of three-hundred thousand dollars (\$300,000.00) to Ridleys Family Markets to offset the cost of road construction needed to support Phase 1 of the commercial development within the Orchard Lane Commercial Development Area. In addition, the CDA will waive the water dedication requirement for the Phase 1 Development in an amount of twenty four thousand six hundred dollars (\$24,600).

Nine - Twelve Months* – If the groundbreaking** and construction of a Ridley's Grocery Store in Santaquin, Utah, commences between February 18th, 2019 and May 17th, 2019, the CDA will provide a financial incentive of two-hundred thousand dollars (\$200,000.00) to Ridleys Family Markets to offset the cost of road construction needed to support Phase 1 of the commercial development within the Orchard Lane Commercial Development Area. In addition, the CDA will waive the water dedication requirement for the Phase 1 Development in an amount of twenty four thousand six hundred dollars (\$24,600).

Twelve - Fifteen Months* – If the groundbreaking** and construction of a Ridley's Grocery Store in Santaquin, Utah, commences between May 18th, 2019 and August 17th, 2019, the CDA will provide a financial incentive of one-hundred thousand dollars (\$100,000.00) to Ridleys Family Markets to offset the cost of road construction needed to support Phase 1 of the commercial development within the Orchard Lane Commercial Development Area. In addition, the CDA will waive the water dedication requirement for the Phase 1 Development in an amount of twenty four thousand six hundred dollars (\$24,600).

After Fifteen Months – If the groundbreaking** and construction of a Ridley's Grocery Store in Santaquin, Utah, commences on or after August 18th, 2019, the CDA will not provide a financial incentive to offset the cost of road construction needed to support Phase 1 of the commercial development within the Orchard Lane Commercial Development Area. However, the CDA will continue to waive the water dedication requirement for the Phase 1 Development in an amount of twenty four thousand six hundred dollars (\$24,600).

**Note: All road construction financial incentives require three (3) bids to insure the lowest possible costs are paid for contracted services pursuant to Utah State Procurement Procedures. All construction must meet Santaquin City Construction Standards and pass Santaquin City Inspections. Payments will be made directly to the contractor to offset the construction costs of: 500 East Street from 100 North to 200 North; 200 North Street from Orchard Lane to 400 East; and/or 400 East Street widening from 100 North to 200 North. In addition, Transportation Impact Fees paid for the Grocery Store (Phase 1) will also be*


used to offset road construction costs pursuant to the aforementioned requirements. Lastly, all financial incentives will be subject to the successful passage and creation of the Orchard Lane Development Area Project Area Plan and subject to the Parties entering into a Master Development Agreement which will be entered into once a date of groundbreaking has been announced.

***Note: For the purposes of this resolution, the term groundbreaking is defined as a public ceremony which will commence the construction of the Riddleys Family Grocery Store in Santaquin, Utah. On the date of the groundbreaking, the contract for the construction of the grocery store, a city building permit must be pulled and approved, and related infrastructure must have been previously bid and awarded and the contractor must be either mobilized or in the process of mobilizing to commence construction.*

**Approved and adopted by the Santaquin Community Development Agency
this 16th day of May, 2018.**



Kirk F. Hunsaker, Chair of the Board



Susan B. Farnsworth, Secretary

MEMORANDUM



To: Mayor and City Council
From: Ryan Harris, Staff Planner
Date: September 27, 2019
RE: **General Plan Update**

At the beginning of the year, the State passed S.B. 34 which required updates to Santaquin's General Plan. These changes are related to moderate income housing and must be completed and approved by December 1st. The new requirements involve chapters related to land use, transportation and moderate income housing.

Staff contacted Mountainland Association of Governments(MAG) and had them look through the general plan to see what needed to be updated to be compliant with the new requirements. MAG determined that Chapter 3: Circulation Element and Chapter 4: Moderate Income Housing needed to be updated.

Not much has changed in the Circulation Element. Staff focused on adding what was required and didn't change anything else. The Public Transportation and Transportation Master Plan sections are the only sections that had updates.

All the statistics in the Moderate Income Housing Element have been updated. Most of the statistics come from the U.S Department of Housing and Urban Development and the American Community Survey 5-Year Estimate completed by the Census Bureau. Most of the statistics are estimates from 2017. We will have more accurate numbers with the 2020 Census is released. There were only minor changes to the rest of the chapter. A few items were deleted due to the ordinance that was recently passed which does not permit the new construction of multi-family housing units in the R-8 Residential Zone and a few paragraphs were updated to match current conditions. The goals and policies stayed the same. Policy 8 & 9 were added to be compliant with the new requirements by the State.

ORDINANCE NO. 09-04-2019

AN ORDINANCE AMENDING THE GENERAL PLAN OF SANTAQUIN CITY WHICH UPDATES THE MODERATE INCOME HOUSING ELEMENT AND CIRCULATION ELEMENT TO BE COMPLIANT WITH SENATE BILL 34, PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE ORDINANCE.

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

WHEREAS, Utah Code Annotated Title 10 Chapter 9a Part 4 authorizes municipalities to adopt and, from time to time as needed, amend a general plan; and

WHEREAS, the current General Plan, "A Community Prospering in Country Living" was adopted July 16th, 2014; and

WHEREAS, the City Council desires to amend the Circulation Element and the Moderate Income Element of the Santaquin City General Plan; and

WHEREAS, the Santaquin City Planning Commission held a public hearing on September 24, 2019, which hearing was preceded by the posting of public notice in at least three public places within the City limits of Santaquin City, and which notice of public hearing was published in a newspaper in accordance with Section 10-9a-205 of the Utah State Code; and

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

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

Section I. Amendments

The Circulation Element is amended as shown in Exhibit A:

(underlined text is added, stricken text is deleted)

The Moderate Income Housing Element is amended as shown in Exhibit B:

(underlined text is added, stricken text is deleted)

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 Wednesday, October 2, 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 1st day of October 2019.

Kirk Hunsaker, Mayor

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

ATTEST:

K. Aaron Shirley, City Recorder

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, K. AARON SHIRLEY, City Recorder of Santaquin City, Utah, do hereby certify and declare that the above and foregoing is a true, full, and correct copy of an ordinance passed by the City Council of Santaquin City, Utah, on the 1st day of October, 2019, entitled

**“AN ORDINANCE AMENDING THE GENERAL PLAN OF SANTAQUIN CITY WHICH
UPDATES THE MODERATE INCOME HOUSING ELEMENT AND CIRCULATION
ELEMENT TO BE COMPLIANT WITH SENATE BILL 34, PROVIDING FOR
CODIFICATION, CORRECTION OF SCRIVENER’S ERRORS, SEVERABILITY, AND
AN EFFECTIVE DATE FOR THE ORDINANCE.”**

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

CHAPTER 3: CIRCULATION ELEMENT

The Circulation Element of the Santaquin General Plan is required by State Code and established to provide for the safe and efficient movement of people and goods in the City. Owing to the inter-connection of land use with transportation—the circulation element is arguably the third most important element of the General Plan after the Community Vision and Land Use Elements. Changes in one element, either the land use or circulation element, will undoubtedly effectuate changes in the other element. Close consideration should be given to the affects that a change in either element will have on the other element and any studies required to make a change should address both elements.

It is intended that this element mirror the Santaquin Transportation Capital Facilities Plan as it may be amended from time to time, in accordance with State laws pertaining to Impact Fee Facilities Plans.

INTRODUCTION

Each roadway, street and non-motorized transportation facility functions as a part of a larger network designed to create a logical and safe pattern for moving goods and people through the community. Each segment, or facility, in the network is highly dependent on many other segments. This system must meet the mobility needs of future residents, employees and visitors to Santaquin while maintaining a workable balance between the movement of goods and people with automobiles, public transportation, pedestrian facilities, bicycles and other non-motorized means and being sensitive to the built and natural environment. The city should consider how each new facility planned or constructed will affect the transportation and circulation system as a whole.

All future expansions must be planned and designed to be within the fiscal capacity of the city. These expansions must also maintain enough flexibility to evolve as needs and technology change. The location and design of any new facility should be integrated into the surrounding neighborhood and the community as a whole protecting the character of the city as changes occur. New transportation facilities should be designed to provide maximum durability and minimize maintenance costs.

Some of the streets in Santaquin City are under the jurisdiction of other public entities such as the State of Utah or Utah County and play a major role in the City's connection to the region and surrounding communities. Expansion or modification to these multi-jurisdictional systems, Main Street (Highway 6) in particular, can have dramatic affects on surrounding land uses and neighborhoods.

TRANSPORTATION FACILITY REVIEW CRITERIA

As new transportation facilities are planned or constructed within Santaquin City they will be reviewed for compatibility with the following key issues.

New Facility Review Criteria:

- Compatibility with Built Form
- Neighborhood Integration
- Protection of Environment
- Safety
- Maintenance
- Planning Priority

CHAPTER 3: CIRCULATION ELEMENT

Compatibility with Built Form

The transportation system of Santaquin City is strongly affected by the existing land use pattern and environment in which it occurs. Likewise, the future development pattern of the city is strongly affected by the development of the transportation system. As plans for transportation facilities are developed, efforts should be made to ensure that the facility and the desired future land use pattern are mutually supportive. The facility should reflect the desired future development pattern in scale, function and intensity.

Appropriate transportation facilities should service development patterns. Retail and commercial areas should be convenient not only for automobiles, bicycles and pedestrians, but should also include design for ample off-street parking, unloading zones, and access via public transportation. Residential areas should have facilities designed with safety, walkability, and function as the key concerns rather than cost. Parks and other recreational areas should be well served by trails and other pedestrian modes of transportation along with automobiles and transit service.

In-fill development facilities should be constructed in a manner which strikes an appropriate balance between existing transportation facilities and those planned for future use. Generally, new facilities should enhance and improve the existing system and not add to any existing deficiency in the current transportation system.

Integration into Neighborhoods

New transportation facilities should be designed to improve the mobility and circulation in existing neighborhoods, which may include pedestrian connections, trails, and appropriate block lengths and locations for public transportation connections. Smooth transitions, functional intersections, and safety will be given special consideration. All facilities should be completed in compatibility with the Transportation Capital Facilities Plan and with future desired development patterns in mind so development intended to use the same facilities will be adequately handled when built.

Protection of Natural Environment

While construction of any transportation facility will inevitably impact the adjacent natural environment, it is a goal of Santaquin City to minimize these impacts. Noise, air pollution, cuts and fills, and run off of oils and other pollutants are all concerns related to protection of the natural environment. These issues are of greater concern along the east bench and in developments with varied natural terrain.

Noise impacts can be reduced with appropriate speed limits, noise barricades or barriers, vegetation and berms, enforcement of local and endorsement of state and federal vehicular noise reduction regulations and methods, and appropriate facilities in heavy traffic areas for large trucks.

The reduction of air pollution can be aided by enforcement of local and endorsement of state and federal air quality regulations including emissions testing, reducing vehicular trips, and promoting non-motorized means of travel and mass transit.

CHAPTER 3: CIRCULATION ELEMENT

Cuts and fills should be minimized to the extent possible without jeopardizing safety of the facility. All cuts and fills should be properly repaired through the use of vegetation, retaining walls, decorative rip-rap, or other appropriate methods in accordance with the City and industry standards and specifications.

New facilities should be designed to filter out oils and other pollutants prior to their deposit into any water course. Grease traps and other means of cleaning run off pollutants should be included in all projects.

In addition to the concerns listed above, it is a requirement of Santaquin City to enhance the environment adjacent to transportation facilities with appropriate landscaping while limiting signs and other unnatural objects, which may distract motorists and thus cause a potential threat to public safety. Additionally, all transportation facilities should be kept in good repair.

Safety

Transportation facilities should enhance safety in the community. Circulation, simplicity, and maintenance should be addressed with safety in mind. The circulation system should provide each neighborhood with adequate access to police, fire and medical services. The transportation system should be designed so that visitors and other users unfamiliar with the city can easily find their desired locations. All new and existing facilities should be properly maintained to minimize the possibility of accidents and injuries. Pedestrian facilities should be properly lighted to reduce the possibility of personal crimes. Finally, proper signage should be placed throughout the community to control traffic and guide users.

Maintenance Responsibilities

Circulation facilities should be designed and constructed to minimize City maintenance costs not just provide for low cost installation. Where facilities are under the jurisdiction of the State, County or other public entity, the City shall work to enforce agreements for the ongoing maintenance of those facilities.

Planning and Priority of Facilities

All major construction and maintenance of transportation facilities should be included in the Capital Facilities Program of Santaquin City and planned to increase the effectiveness of each transportation dollar. If the city is required to prioritize transportation facility projects, the criteria should include safety, number of citizens that will receive benefit, and linkages between facilities.

FACILITY CLASSIFICATIONS

Important to the success of the Santaquin City transportation system is the need for an effective and complete hierarchy of roadways with transportation corridors and nodes, which reflect access management strategies and alternatives to corridor access. Each road or street and non-motorized facility in the community has been classified according to its intended use and capacity based on the City's buildout potential in accordance with the Land Use Element of the General Plan.

CHAPTER 3: CIRCULATION ELEMENT

Each of the following classifications represents a different type of roadway or street, or non-motorized facility. The classifications represent a local definition and description and are not intended to reflect any County, State or Federal definitions, but rather provide an effective method for designing a circulation system.

Circulation Classification

- Arterial Road
- Collector Road
- Major Local Road
- Local Road
- Rural Lane
- Trails
- Pedestrian

Arterial

An arterial street serves the transportation needs of not only residents of Santaquin City, but also for travelers moving through the community and on to other destinations. Access should be strictly limited on arterial facilities in order to preserve the best possible traffic flow. Developments should drain onto other collector roads before emptying onto an arterial and should not be designed to allow users to back onto arterial roads. Developments adjacent to arterials should provide adequate on-site parking, circulation routes and loading and unloading areas rather than utilize arterial roads for such.

Because these facilities are designed for carrying greater amounts of traffic, pedestrian facilities such as sidewalks, trails and paths should be separated from the traffic flow through the use of planter strips, detached sidewalks and landscaping. Elementary schools should not be located on arterial streets without additional precautions being taken to assure student/pedestrian safety.

Collector

A collector typically serves the transportation needs of the residents of Santaquin City. Although collectors are meant to service mainly residential development, they also serve to provide transportation routes to residential support uses such as parks, churches and schools. Associated pedestrian facilities should be designed to link with other sidewalks, trails or paths to make all services in the community accessible to pedestrians.

Access should be limited where possible on collector facilities in order to preserve traffic flow and promote safety. If possible, subdivision lots should internally drain onto major-local or local roads before merging with collectors. If possible, private driveways should be avoided on collectors, and special design features such as shared, circular or hammerhead driveways should be considered.

Because these facilities are generally designed for carrying greater traffic than major-local and local streets, pedestrian facilities such as sidewalks, trails and paths should be separated from the traffic flow through the use of planter strips, detached sidewalks and landscaping. Developments adjacent to collectors should provide adequate on-site parking, circulation routes and loading and unloading areas rather than utilize collector roads for such.

Major-Local Street

A Major-Local Street serves local residents. Its design allows for slow traffic and safety while accommodating on-street parking of guests or visitors to residential dwellings. Non-motorized access is a part of the local system and such facilities should link to other sidewalks, trails or paths to

CHAPTER 3: CIRCULATION ELEMENT

make all services in the community accessible to pedestrians. Pedestrian facilities should blend into the system and be a key part of the transportation review of a proposed subdivision. The pedestrian facilities should be not attached to the street curb, but separated by a planting strip with large canopy trees. The street design should be narrower for the travel lanes and parking lanes and should have traffic calming elements to keep travel speeds low.

Local Street

A Local Street serves neighborhood residents. They are intended to be an element within a neighborhood but not an intrusion or dividing factor between residents. Its design allows for slow traffic and safety while accommodating on-street parking of guests or visitors to residential dwellings. Furthermore the design acknowledges the high amounts of pedestrian traffic in neighborhoods by incorporating sidewalks, street trees, traffic calming elements, etc. These roads should be designed to discourage through traffic with the use of traffic signs or other appropriate means.

Rural Street / Country Lane

A rural street may be appropriate in areas where vehicle trips are less than 100 per day and the surrounding uses are more agricultural in nature. These roads may include gravel or asphalt surfacing with drainage swales rather than curb and gutter along shoulders. Natural shoulder areas would be maintained for drainage and may be appropriate areas for pedestrian or equestrian travel. It is recognized that development along these roads will likely occur in the future and would necessitate the installation of facilities found on local streets. City development standards and zoning requirements will need to address this conversion time frame or events.

Trails and Paths

Trails and Paths are utilized by non-motorized commuters, tourists, recreationists, and neighborhood users. They can provide access to major retail and recreational facilities in the city, but also provide linkages to regional and state non-motorized transportation systems. They may include amenities such as park benches, landscaping, exercise stations, wayfinding signs, etc. Details about the location and types of trail facilities are found in the Parks and Recreation Master Plan.

Pedestrian Facilities

All of the above circulation facilities should incorporate facilities to address pedestrian needs and neighborhood connectivity. Safety of pedestrians shall always be the primary concern of the city in approving pedestrian facilities in a new development.

FUNCTIONAL DESIGN

Each road in the city is assigned a functional class, which is detailed in the City's Transportation Plan. Examples of level of service for each class are shown in Table 1, below. If a proposed new facility will have a negative impact on the existing system, which would cause traffic loads to occur

CHAPTER 3: CIRCULATION ELEMENT

beyond the currently planned or built facilities, the applicant will be required to address the impact by upgrading existing facilities to meet new demand caused by the development.

In order to determine when a transportation facility has reached its intended capacity and should be expanded or a new facility should be constructed, the city has adopted a level of service for the functional class of each facility in the community. Table 2 describes these levels of service.

Table 1: Functional Class Levels of Service

Functional Class	Adopted Level of Service	Example Roads
Arterial	D or Better	Center Street, Summit Ridge Parkway
Collector	C or Better	Highland Dr., Summit Ridge Parkway (west of railroad tracks), 400 East
Major Local	B	200 North, 200 South
Local	B	General neighborhood streets

¹See Table 2 below

Table 2: Description of Level of Service.

Level of Service	Traffic Flow	Service Description
A	Free Flow	Posted speeds attainable with very little or no interference between vehicles.
B	Stable Flow	Posted speeds attainable with minor amounts of delay and interference. Smooth traffic flow.
C	Less Stable Flow	Posted speeds attainable with periods of delay during peak hours. Congested flow during peak periods of traffic.
D	Approaching Unstable Flow	Posted speeds not attainable during peak periods of traffic. Significant congestion during peak periods of traffic.
E	Unstable Flow	Posted speeds not attainable during peak periods of traffic. Intersection failure and heavy congestions in peak periods.
F	Forced Flow	Heavy congestion even during non peak periods of traffic. Intersection failure most of the time.

PUBLIC TRANSPORTATION

Santaquin joined the Utah Transit Authority District in 2010, which allowed public bus services to begin in 2011. There is one bus route in Santaquin with 5 bus stops along Main Street and a park and ride lot at the LDS church located at 45 S. 500 W. In addition to bus routes, UTA provides for flex-trans and van-pool options for persons who desire to use a UTA van for carpool purposes during the week. ~~Services to Santaquin are still limited due to the little revenue generated by sales tax in Santaquin.~~

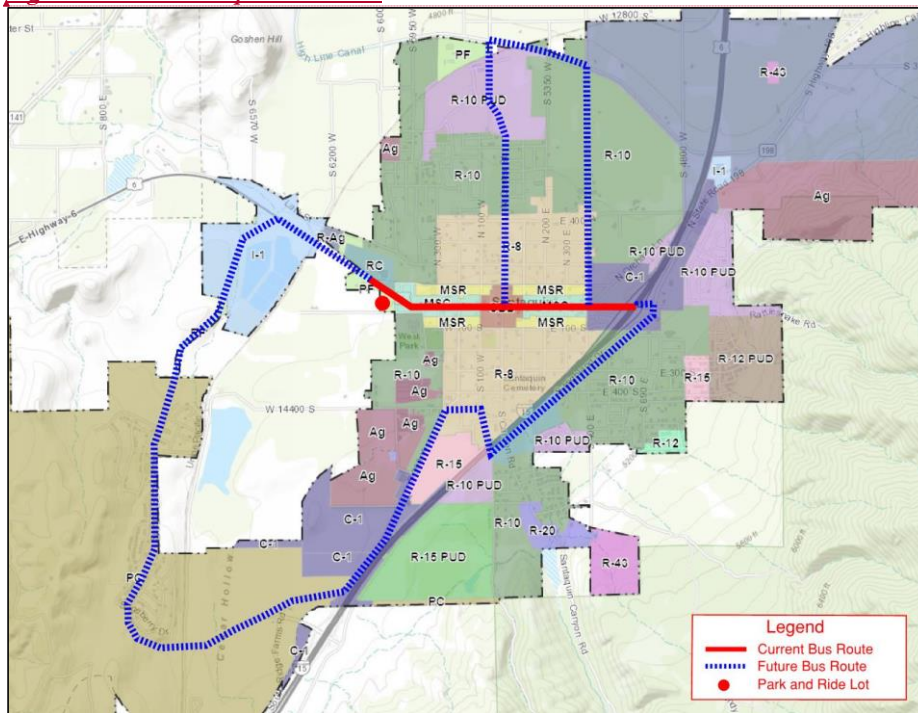
Santaquin City would like to see a front runner station in the city so commuter rail can service.

CHAPTER 3: CIRCULATION ELEMENT

Santaquin City residence. Long term goals for the region include bring the FrontRunner to Santaquin. This commuter rail system will travel along the Tintic line corridor and then will need to run new track until it can meet with the Union Pacific freight line to head towards Nephi. Santaquin owns 35 acres for an end of the line station near the Summit Ridge Development and some of the corridor needed to bring the line to that land. Additional corridor needs to be purchased or reserved to assure the commuter rail system can make it to Santaquin.

Santaquin needs to work with UTA and identify appropriate routes and facilities needed to make expansion in Santaquin easier. Santaquin City needs to work with UTA on establishing a more effective bus route that will be centered around the cities major transportation corridors and be accessible to more Santaquin City residents. The major transportation corridors are located next to commercial/employment centers and high density housing. It may be necessary for UTA to locate some fleet services in the south Utah County area. Having such a facility in Santaquin would provide increased jobs, establish a major transportation connection point in Utah County, and bring associated commercial opportunities. As Santaquin continues to grow there will be greater need for these services and more commercial development to help fund it.

Figure 2: Public Transportation Plan



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TRANSPORTATION MASTER PLAN

Santaquin City is a growing community with undeveloped land on all sides. It is anticipated that population growth will continue along the major transportation corridors. Santaquin City also

CHAPTER 3: CIRCULATION ELEMENT

anticipates economic development that will provide economic opportunities along these corridors.

As the community continues to expand in population and employment opportunities and size, new transportation facilities will need to be constructed in order to maintain an efficient and effective motorized and non-motorized transportation system. Once a development is proposed which could adversely effect the transportation and circulation system, either the whole system will need to be adjusted or in some cases even demolition of the structure will need to occur. In either case, development approval without considering long term effects can prove costly to the community. A Master Transportation Plan map has been prepared to help anticipate some of the impacts of development.

The primary purpose of the Transportation Master Plan is to balance future demands generated by the Land Use Element population and employment growth with future roadway improvements, thereby developing a long-range circulation system plan which would efficiently support future land development. The Transportation Master Plan identifies future transportation corridors and designates the functional class of each facility. Exploratory facilities, as shown on the circulation map of this element, are intended to represent future corridors or possible transportation routes that ought to be preserved when adjacent lands are developed. A number of methods for financing and construction of these facilities can be utilized, including exactions, impact fees, capital improvements programming, and cooperation with other appropriate government entities such as the Utah Department of Transportation and Utah County. The design of such roads will need to be evaluated at the time adjacent lands development. The Transportation Master Plan should be reviewed prior to any development approval, including issuance of a Building Permit.

Appropriate use of Santaquin's long-range Transportation Master Plan should be to:

1. Secure right-of-way prior to or concurrent with land development.
2. Determine if outlying potential development could degrade existing streets, and consider actions to limit or concentrate future land-use densities, if required.
3. Anticipate long-range financial demands and search for additional methods of street improvement funding.
4. Verify that a comprehensive transportation process has been completed as is often required when applying for federal or state transportation funds.

Thus, recommendations of the long-range Transportation Master Plan should be noted, but actual improvements would be tied to future growth.

GOALS AND POLICIES OF THE CIRCULATION ELEMENT:

Goal 1 To have a balanced circulation system which provides for safe and efficient movement of vehicles and pedestrians.

- Policy 1 Ensure that all roadways in the community have properly designed surfaces and drainage facilities which are in adequate condition.
- Policy 2 Provide for safe and convenient bicycle and pedestrian movement.
- Policy 4 Intersections should be located at intervals which maximize street capacities, provide

CHAPTER 3: CIRCULATION ELEMENT

necessary access, and allow for pedestrian connectivity between blocks and neighborhoods.

Policy 5 Provide access to schools, parks and churches without requiring automotive travel.

Policy 6 Minimize non-local and commercial traffic within residential neighborhoods.

Goal 2 To have a circulation system which reinforces surrounding land development patterns, and enhances regional circulation facilities.

Policy 1 Coordinate land-use and circulation planning to maximize the land development opportunities created by major transportation routes and freeway exits within and around Santaquin.

Policy 2 Design an adequate thoroughfare system within future growth areas and designate sufficient rights-of-way prior to land development or through the plan approval process.

Policy 3 Protect arterial street traffic flow through management of access points to adjacent land-uses.

Policy 4 Ensure that decisions regarding future land development and roadway construction are closely coordinated and mutually supportive.

Policy 6 Existing streets should be upgraded to minimize congestion. Where congestion can be attributed to new construction, needed improvements should be the responsibility of the developer.

Policy 7 Minimize localized traffic congestion and operational problems.

Goal 3 To have a circulation system which is harmonious with the natural environment and an enhances the aesthetics of the City.

Policy 1 Improve the overall design and appearance of roadways within the community through the use of parkstrips, street trees, decorative lighting, etc.

Policy 2 Ensure that circulation facilities are designed and developed in harmony with the natural environment and adjacent land uses, including protection of hillside areas, culturally or historically significant properties, etc.

Policy 3 Develop standards for cuts and fills for new roads as well as reclamation and stability of hillsides after road construction is completed.

Policy 5 Develop streetscape standards for gateway roads, major thoroughfares, and around commercial centers.

Goal 4 To cooperate appropriately with other public and private agencies in the provision of convenient public transportation services within Santaquin, and between

CHAPTER 3: CIRCULATION ELEMENT

Santaquin and other nearby destinations.

- Policy 1 Santaquin will coordinate with the Mountainland Association of Governments for long range transportation planning efforts.
- Policy 2 Work with all appropriate agencies to assure adequate and appropriate design or modifications of multi-jurisdictional roads will further the goals and policies of this General Plan.
- Policy 3 Become part of regional transportation districts that can service the Santaquin area.
- Policy 4 Work with and support regional transportation initiatives, e.g. commuter rail, bus rapid transit (BRT), carpool services, etc.
- Policy 5 Plan for Commuter Rail Stations within Santaquin and work on right of way corridor preservation with Utah Transit Authority. Coordinate a land use plan for a Transit Oriented Development at the station location.

Goal 5 To provide an economically feasible circulation system.

- Policy 1 Private development participates in major street system improvements through street impact fees, dedication of land, and construction of facilities.
- Policy 2 Where congestion can be attributed to new construction, needed improvements should be the responsibility of the developer.
- Policy 3 Work with all appropriate agencies to assure adequate and appropriate design or modifications of multi-jurisdictional roads will further the goals and policies of this General Plan.
- Policy 4 Implement road design and construction standards which utilize historically adequate drainage patterns and resources rather than construct hard surface areas uncharacteristic of rural areas.

Goal 6 To provide a circulation system which enables the establishment of major commercial or business park developments.

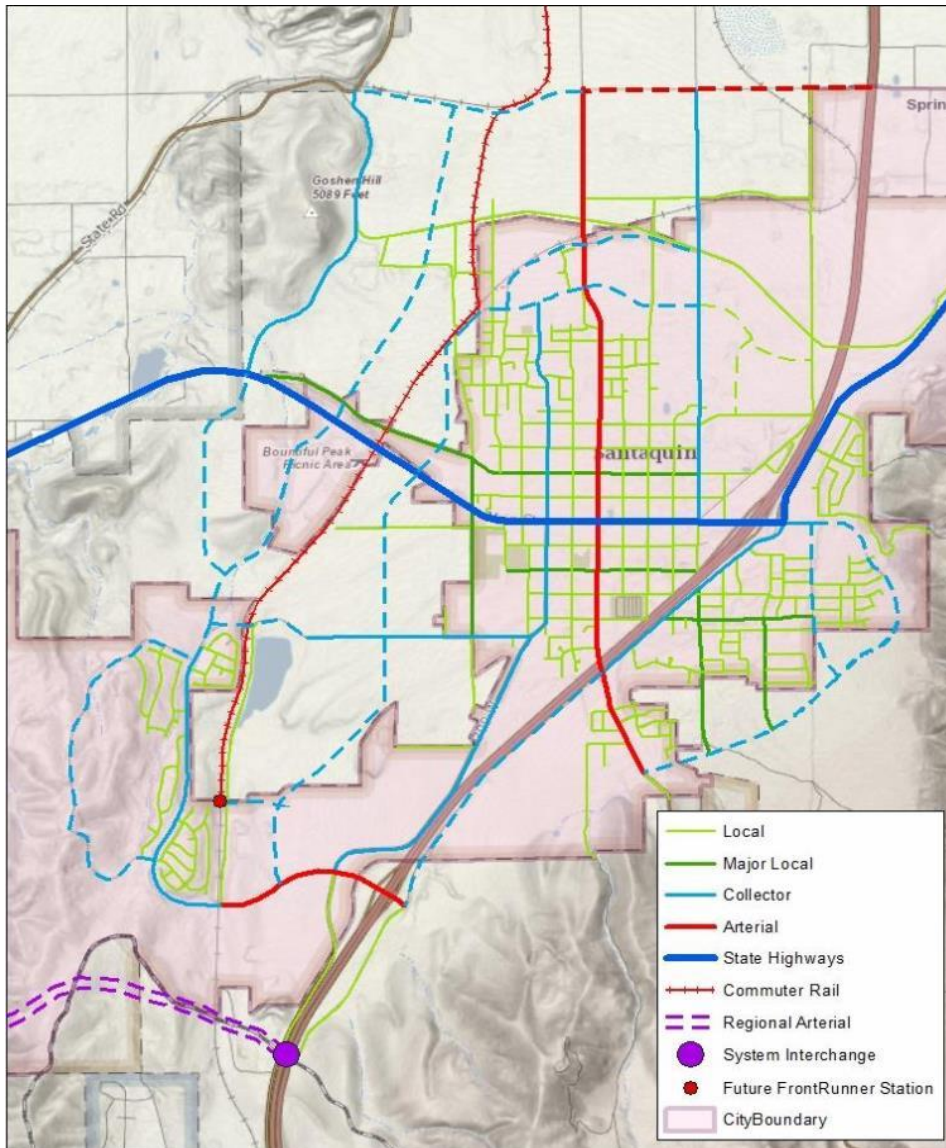
- Policy 1 Ensure adequate access to and circulation around commercial and industrial areas, public facilities, and other activity centers.
- Policy 2 Provide for the safe and efficient movement of trucks and service vehicles within the community in a manner that does not adversely affect nearby land-uses, including but not limited to weight restrictions and signage.

Official Circulation Map

The following Circulation map and those neighborhood or area specific master plan maps incorporated into this document shall constitute the official Circulation map of the Santaquin General Plan. These maps shall be effectual in directing the establishment of policy and development practices throughout Santaquin City. Enforcement of these maps shall be as

CHAPTER 3: CIRCULATION ELEMENT

established in the Santaquin City Municipal Code and as allowed under Utah Code Sections 10-9a.



CHAPTER 4: MODERATE INCOME HOUSING ELEMENT

The Utah Municipal Code, 10-9a-403(2)(a)(iii) requires that all cities adopt a Plan for “Moderate Income Housing” as part of their General Plan. Section 10-9a-403(2)(b) of the Utah Municipal Code, outlines three issues that must be addressed in the Moderate Income Housing Plan. The three issues that must be addressed are: 1) municipalities shall facilitate a reasonable opportunity for a variety of housing, including moderate income housing; 2) an analysis of how the municipality will provide a realistic opportunity for the development of moderate income housing within the next five years; and 3) shall include a recommendation to implement three or more strategies found in 10-9a-403(2)(b)(iii) of the Utah Municipal Code.

I. Current Moderate-Income Population

Moderate income housing is defined by the Utah State Code 10-9a-103(38) as: “...housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income for households of the same size in the county in which the city is located.”

The U. S. Census Bureau lists the median household income in Utah County in 2017 as \$ \$69,200. Information from the U.S Department of Housing and Urban Development (HUD) indicates that based on the size of the household, an income level of \$ \$38,750 - \$73,100 could still be considered a low income household. For example, a household with 4 people making less than \$55,350 is considered having a low income.

Table 1: Low Income Levels Based on Household Size.

Income Levels	Household Size							
	1	2	3	4	5	6	7	8
Low (80%) Income Limits	\$38,750	\$44,300	\$49,850	\$55,350	\$59,800	\$64,250	\$68,650	\$73,100
Very Low (50%) Income Limits	\$24,250	\$27,700	\$31,150	\$34,600	\$37,400	\$40,150	\$42,950	\$45,700
Extremely Low (30%) Income Limits	\$14,550	\$16,600	\$20,420	\$24,600	\$28,780	\$32,960	\$37,140	\$41,320

Source: Information obtained from US Housing and Urban Development Income Limits Documentation System 2017(www.huduser.org)

Santaquin’s population in 2010 was 9,128 and the population estimate for 2017 was 11,652. That is an increase of 2,524 residents in seven years. Each year, HUD receives custom tabulations of the American Community Survey 5-Year Estimate (ACS) from the Census Bureau. This data is known as the Comprehensive Housing Affordability Strategy (CHAS). This data demonstrates the extent of housing problems and needs, particularly for low income households. Table 2 categorizes household income levels by Area Median Income (AMI) using the statistics for CHAS. This table illustrates the number of Santaquin households whose total income falls within each income bracket.

Table 2: Households by Income Level 2016

AMI Income Level	Households	% of Households
100% AMI	1465	58%
80% AMI	625	25%
50% AMI	315	12%
30% AMI	135	5%

Source: Information obtained from US Housing and Urban Development Comprehensive Housing Affordability Strategy 2016 (www.huduser.org)

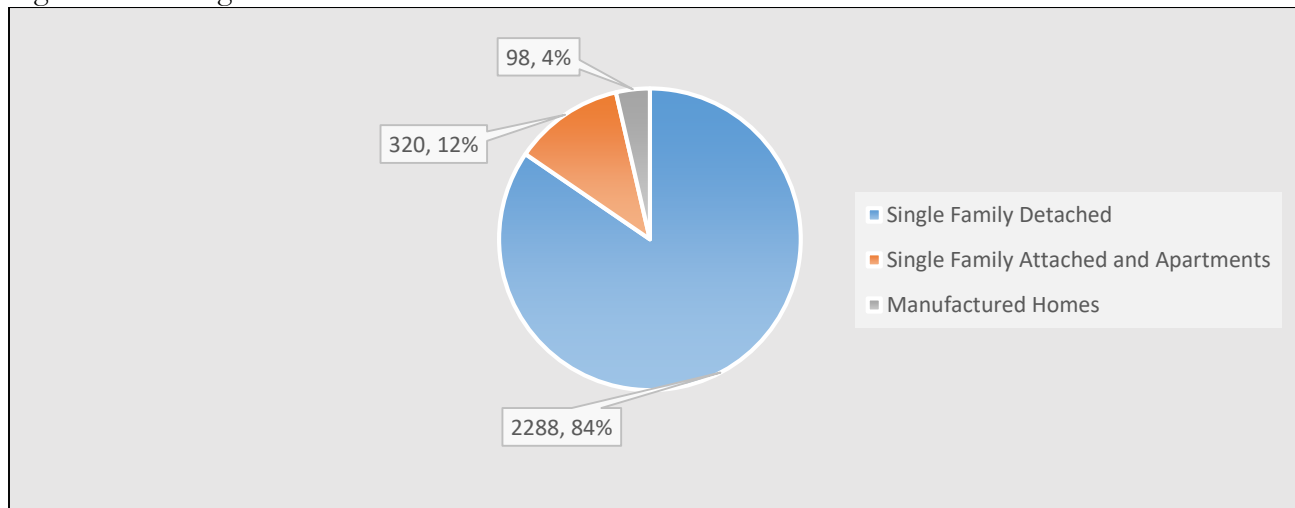
CHAPTER 4: MODERATE INCOME HOUSING ELEMENT

A low income is considered to be 80% of the AMI. There are 1,075 households in Santaquin with a household income categorized as low income to extremely low income. The households that earn just 30% of the AMI find it very difficult to live within the affordable housing guidelines since they cannot afford average market rental rates. It is vital to the well-being of the community that households of all income levels have affordable housing options.

II. Current Housing Stock

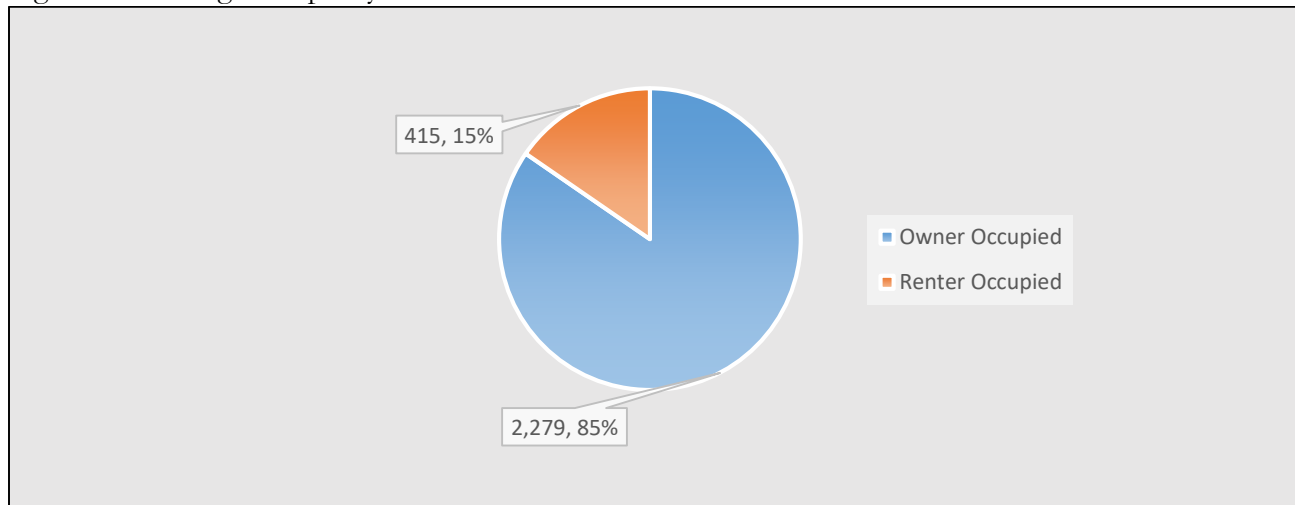
In 2017, Santaquin had 2,288 detached single family residences, 320 attached single family or apartment units, and 98 manufactured homes. These numbers combine for a total of 2,706 dwelling units. The majority of dwelling units in Santaquin were owner-occupied. There were 2,279 owner occupied units, 415 renter occupied units and 12 vacant units.

Figure 1: Housing Stock



Source: US Census Bureau's American Community Survey, 2017 (www.factfinder.census.gov)

Figure 2: Housing Occupancy

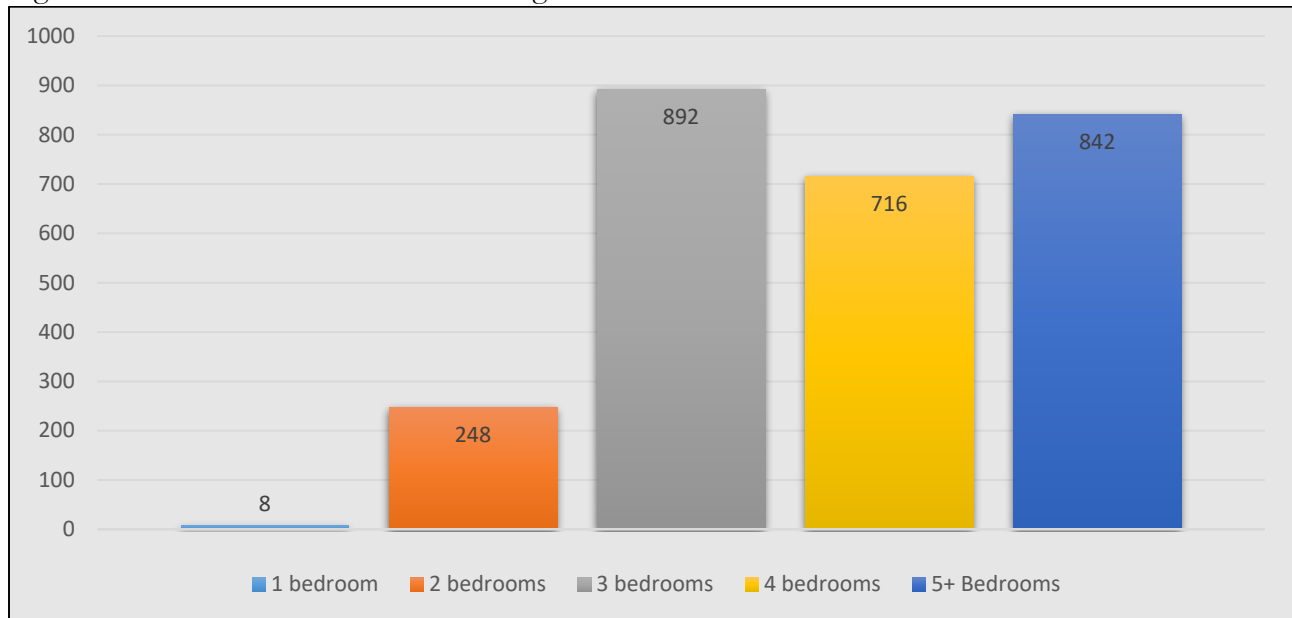


Source: US Census Bureau's American Community Survey, 2017 (www.factfinder.census.gov)

There are only 8 dwelling units that have one bedroom. The majority of housing units have 3+ bedrooms. Approximately 48% of the housing stock in Santaquin was built in 2000 or later and 14% built before 1959. Half of the owner-occupied units and 57% of the renter-occupied units are over 20 years old.

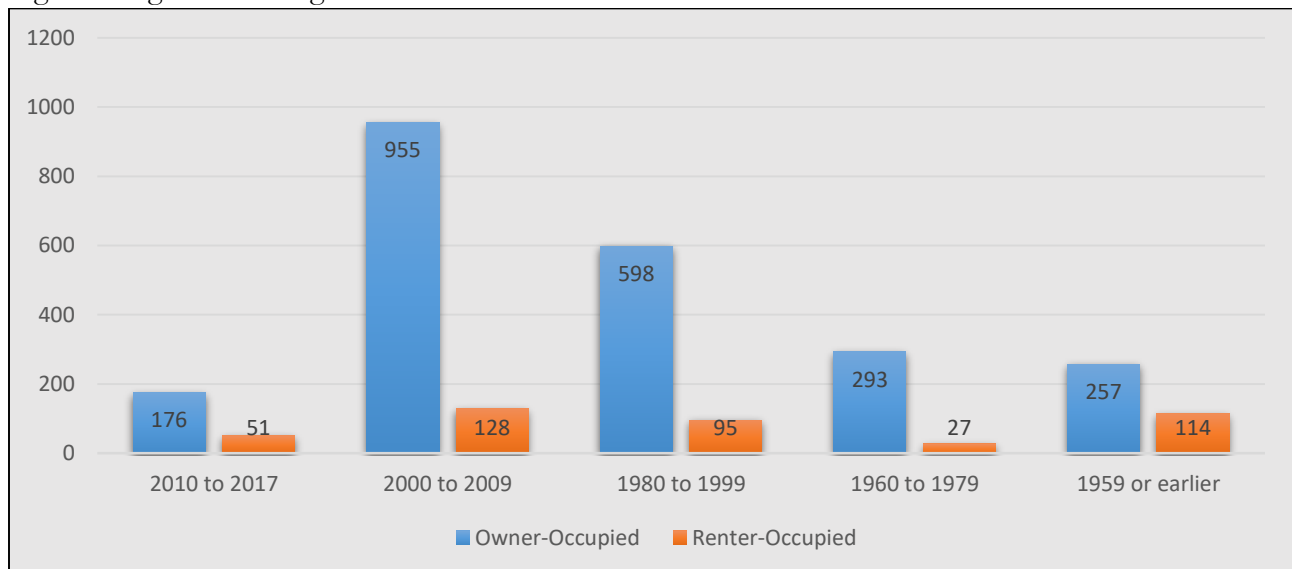
CHAPTER 4: MODERATE INCOME HOUSING ELEMENT

Figure 3: Amount of Bedrooms in Housing Units



Source: US Census Bureau's American Community Survey, 2017 (www.factfinder.census.gov)

Figure 4: Age of Housing Stock



Source: US Census Bureau's American Community Survey, 2017 (www.factfinder.census.gov)

III. Housing and Rent Affordability

Affordability of housing units is determined by AMI and the amount a household at each income level can afford. Housing is considered affordable by State and Federal definition when a household spends no more than 30% of their annual income on housing expenses, including mortgage or rent and utilities. Households that spend more than 30% of their monthly income on housing expenses are considered cost-burdened.

In 2019, the AMI for Utah County was \$79,600 or \$6,633 a month. Based on these numbers, mortgage or rent and utilities should be no higher than \$1,990 per month for the unit to be considered affordable.

CHAPTER 4: MODERATE INCOME HOUSING ELEMENT

The Moderate Income Housing Plan is created to ensure that housing is affordable for all income levels. The same affordability standards apply to all income levels. For example, a household that makes 80% of the AMI, which is \$63,680 or \$5,306 a month, can spend \$1,592 on mortgage or rent and utilities. A household will be considered cost-burdened if they pay more than \$1,592.

The table below summarizes the maximum monthly affordable housing costs for various income levels in Santaquin. The estimated maximum mortgage loan amount in the table below is based on a 30 year fixed rate loan at 3.7% interest and \$0 down payment, a monthly utility bill of \$321 and an estimated property tax.

Table 3: Affordability Summary 2019

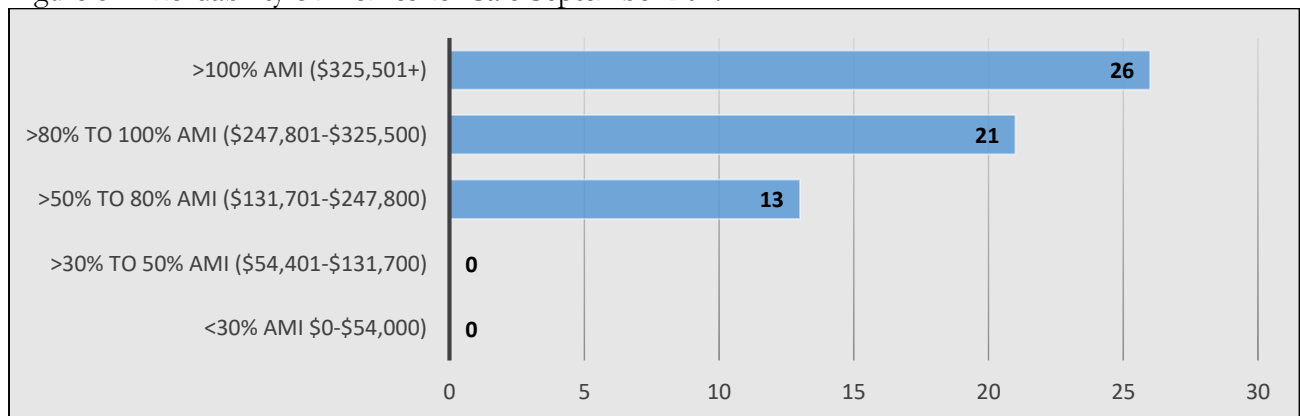
Household Income	Yearly Income	Monthly Income	Monthly Housing Expenses	Max. Mortgage Loan Amount
100% AMI	\$79,600	\$6,633	\$1,990	\$325,500
80% AMI	\$63,680	\$5,306	\$1,592	\$247,800
50 % AMI	\$39,800	\$3,316	\$995	\$131,700
30% AMI	\$23,880	\$1,990	\$597	\$54,000

Source: Information obtained from US Housing and Urban Development Income Limits Documentation System 2019(www.huduser.org)

Research conducted on utahrealestate.com and homes.ksl.com indicate that there were 60 homes for sale in Santaquin as of September 2019. Of the 60 homes available, 21 units are affordable to moderate income households and 13 are available to low income households

There were 19 properties listed for rent on zillow.com and rentler.com. Of the 19 properties available for rent, 10 were available to low income households, 5 for very low income households and 2 to extremely low income households.

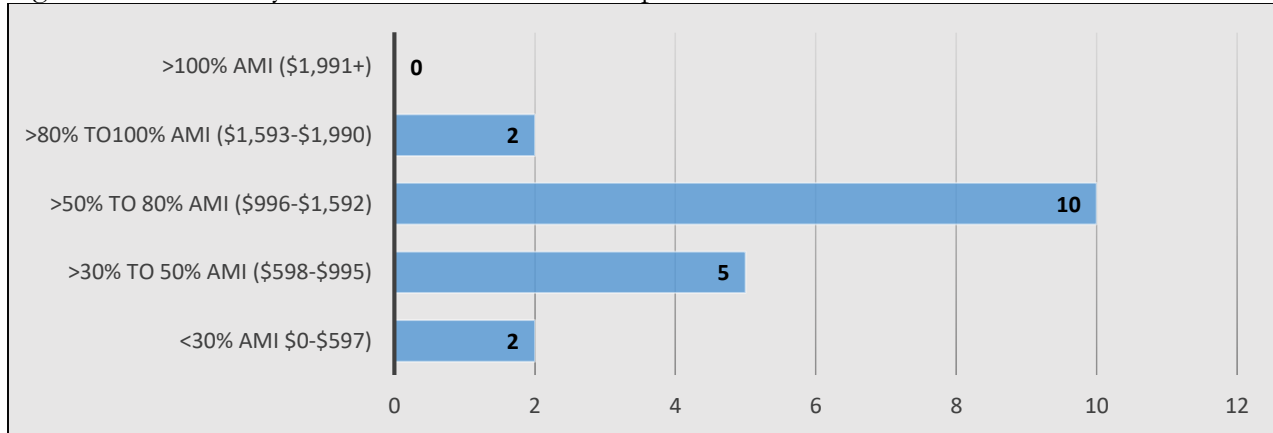
Figure 5: Affordability of Homes for Sale September 2019



Source: US Census Bureau's American Community Survey, 2017 (www.factfinder.census.gov, utahrealestate.com, homes.ksl.com 2019)

CHAPTER 4: MODERATE INCOME HOUSING ELEMENT

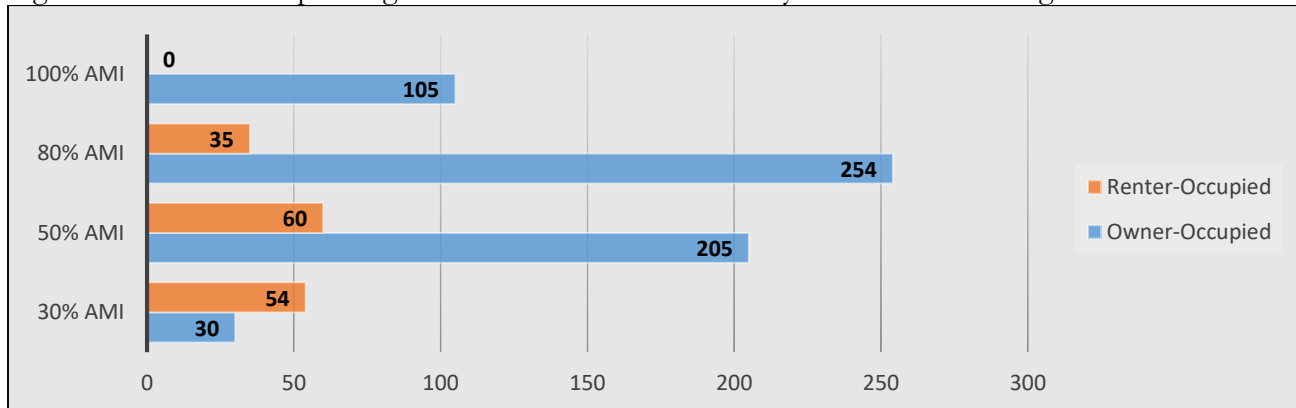
Figure 6: Affordability of Available Rental Units September 2019



Source: US Census Bureau's American Community Survey, 2017 (www.factfinder.census.gov, Zillow.com, Rentler.com 2019)

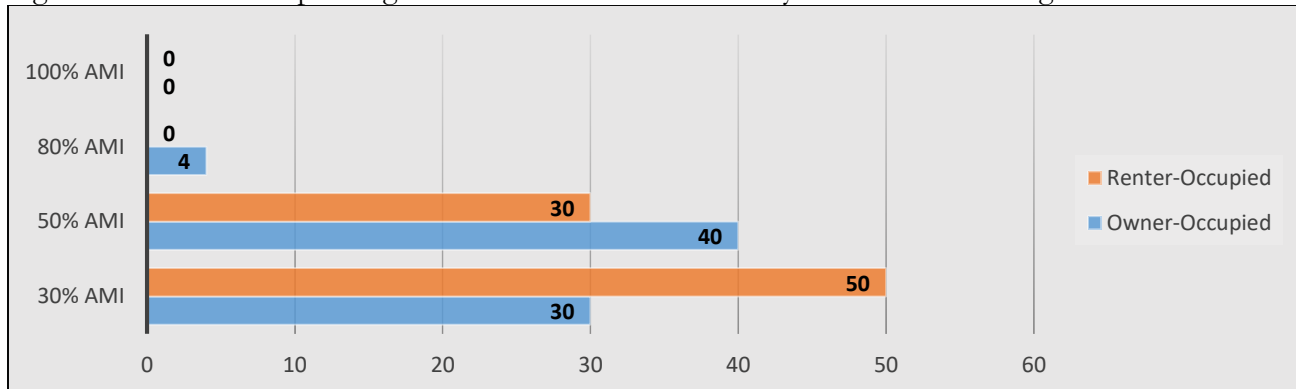
The two figures below show the owner-occupied and renter-occupied households that are spending 30% or 50% of their monthly income on housing. The majority of cost-burdened households are in the 80% AMI category and spend 30% or more of their income on housing.

Figure 7: Households Spending 30% or More of Their Monthly Income on Housing



Source: Comprehensive Housing Affordability Strategy 2016 (huduser.gov)

Figure 8: Households Spending 50% or More of Their Monthly Income on Housing



Source: Comprehensive Housing Affordability Strategy 2016 (huduser.gov)

CHAPTER 4: MODERATE INCOME HOUSING ELEMENT

IV. Evaluation of How Existing Land Uses and Zones Affect Opportunities for Moderate Income Housing

Santaquin's affordable housing is clustered near the center of town. This is primarily due to the zoning regulations that are in place and the age of the housing stock in this area. Some affordable housing is also found in newer, larger homes, where accessory apartments are located. Santaquin's zoning regulations allow for more affordable housing to get built in areas which are more readily serviced by public transit, services and amenities.

Zoning around Main Street allows for multi-unit housing and even encourages more housing opportunities near the Central Business District. These areas are serviced by public transit and are within walking distance to business.

Most of the older homes in the core area include 2-3 bedroom structures on large lots. Santaquin allows for redevelopment, infill reduction standards and flag lots within the core area of town to increase the amount of new affordable housing stock in the area. The infill reduction allows for the square footage of the lot and the lot frontage to be reduced by 20% from what the underlying zone requires. This always for smaller more affordable lots and homes.

Other affordable units in the city are accessory apartments. They are sought by single person households and young families with limited incomes and older individuals, who also benefit from these units, since the rental income helps subsidize their retirement incomes. Accessory apartments are allowed in every residential zone in Santaquin.

Santaquin also encourages higher densities within typical single family zones by doing a Planned Unit Development(PUD). A PUD allows for additional multi-family and "starter home" dwellings. With the approved PUD's in the City, there will continue to be multi-family and starter home dwelling for the foreseeable future.

V. Santaquin's Program to Encourage Moderate Income Housing for the Next Five Years

Providing a mix of residential densities, both in housing and parcel size throughout the community can stabilize home values, draw a variety of households to the City, and increase economic potential. Knowing this, Santaquin has zoning regulations near downtown that allows for more infill and high density developments where infrastructure is readily available. This directed growth will likely consist of smaller lots or higher density developments, which helps provide housing opportunities not readily available to those with extremely low income. It will also increase economic development potential and local business support in the downtown area. Areas which have not been developed yet or are currently in agriculture operations are slated for low density development (e.g. ranchettes, farmsteads) for those seeking larger properties and animal rights. Other lands within current developments are also being reserved for housing of attached single family homes or large lot estate homes. All of these efforts will strengthen the housing market around Santaquin while maintaining the affordability of homes.

Providing high density residential areas in strategic locations will be a priority. The objectives of establishing high density residential areas is to provide a residential environment within the city which is characterized by dwellings that may include attached and detached single-family homes, patio homes, townhomes or row-houses, duplex and apartments. These areas are situated to take advantage of existing public infrastructure, e.g. recreation facilities, utilities, services, schools and shopping centers. Proximity to these uses allows more

CHAPTER 4: MODERATE INCOME HOUSING ELEMENT

community interaction with reduced dependence on automobiles with neighborhoods that are designed for walkability. Providing more density in these areas allows for development of properties with unique limitations due to size, configuration, location or price. These areas serve to recapture tax base opportunities lost by larger lot single family developments and increase the viability of commercial areas. The design of high density areas should integrate high quality materials and building character with integration to existing neighborhoods rather than create isolated and walled off housing projects. Allowing for more varied housing opportunities in the area can meet the needs of many levels of economic and demographic characteristics within the city, including young single professionals, recently married couples and elderly or retire couples or individuals that prefer less house size and less maintenance responsibilities

The following goals and policies should be considered as the City reviews future residential development proposals

GOALS OF THE MODERATE INCOME HOUSING PLAN:

- | | |
|----------|---|
| Goal 1 | Ensure that housing within the community is safe, accessible, sanitary, and constructed with lasting materials. |
| Goal 2 | A variety of housing types should be integrated throughout the City in various locations, and consistent with the needs of all household types and incomes. |
| Policy 1 | Provide a mix of lot sizes and housing types in new residential developments so that a variety of household and demographic types can be integrated with a neighborhood and not isolated in one development area. |
| Policy 2 | Distribute multi-family development opportunities throughout the community consistent with the Land Use Plan |
| Policy 3 | Work cooperatively with the Utah County Housing Authority to provide opportunities for Section 8 rent assisted housing. |
| Policy 4 | Utilize state or federal funds or tax incentives to promote the construction of moderate and low income housing. |
| Policy 5 | Utilize programs offered by the Utah Housing Corporation. |
| Policy 6 | Utilize affordable housing programs administered by the Utah Department of Housing and Community Development. |
| Policy 7 | Find ways to reduce utility expenses and housing costs for families with very low and extremely low incomes. |
| Policy 8 | Continue to allow for accessory apartments throughout the City to help subsidize mortgage payments and allow for affordable rentals in the City. |
| Policy 9 | Allow for higher density and moderate income residential developments around commercial, and employment centers. |