

## NOTICE

Notice is hereby given that the City Council of the City of Santaquin will hold a City Council Meeting on Tuesday, August 18, 2020, 275 W Main, at 7:00 pm, in the Court Room/Council Chambers (2<sup>nd</sup> Floor).

**Santaquin City Regular/Actionable Meetings Will Be Held Both Online and In-Person** (Temporary Restrictions on In-Person Attendees while responding to Coronavirus public gathering restrictions):

- **YouTube Live** - All Santaquin City public meetings will be shown live on the **Santaquin City YouTube Channel**, which can be found at:  
[https://www.youtube.com/channel/UCTzZT\\_yW2H2Hd-58M2\\_ddSw](https://www.youtube.com/channel/UCTzZT_yW2H2Hd-58M2_ddSw)  
or by searching for Santaquin City Channel on YouTube.
- **Public Comment & Public Hearing Participation** – As with all City Council and Planning Commission Meetings, we will continue to invite the public to provide “Public Comment” (30-minute duration, maximum of 5-minutes per comment). We will also continue to hold Public Hearings, as needed and required on specific issues. We invite the public to provide comment in the following ways:
  - **By Email** – Comments will be accepted by email up to 5:00 P.M. on the date of the meeting. Comments will be read during the meeting and made part of the official record of the city. Comments should be submitted to [PublicComment@Santaquin.org](mailto:PublicComment@Santaquin.org)
  - **By Telephone** – For those who would like to have their own voice heard during the Public Comment or Public Hearing periods, please submit an email to [PublicComment@Santaquin.org](mailto:PublicComment@Santaquin.org) providing us your Telephone Number. When it is your turn to speak, a Santaquin City staff member will call you and put you on speakerphone so that you can personally share your comments within the meeting.
  - **In Person** – For those who would like to attend in person, we welcome you but ask that you follow all public health guidelines regarding hygiene as outline by the Utah Health Department

## AGENDA

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION/INSPIRATIONAL THOUGHT**
4. **DECLARATION OF ANY CONFLICT OF INTEREST**
5. **CONSENT AGENDA**
  - a. Minutes:
    1. August 4, 2020 – City Council Work Meeting Minutes
    2. August 4, 2020 – City Council Regular Meeting Minutes
  - b. Bills:
    1. \$1,143,309.79
  - c. Consent Action Items:
    1. Resolution 08-05-2020 “A Resolution Approving a Re-Conveyance of Property to CJM Property”
6. **PUBLIC FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS**
  - a. Appointment to the Historic Preservation Committee Board – Jeremy Coombs
  - b. Appointment to the Library Board – Shea Jackson
  - c. Award of Architectural Service Contract for the Design of a New City Hall – WPA Architecture
  - d. Award of Centennial Park (Utah Jazz) Basketball Court Construction Contract – Tennis & Track Co.
  - e. Award of a 2020 Road Maintenance Contract and Road Construction Contract (300 West Park Strip Widening Project and North Center Street Rebuild Project) – Black Forest Paving Co.
7. **FORMAL PUBLIC HEARING**
8. **BUILDING PERMIT & BUSINESS LICENSE REPORT**
9. **NEW BUSINESS & ADOPTION OF ORDINANCES AND RESOLUTIONS**
  - a. Ordinance 08-01-2020 “An Ordinance Creating Santaquin City Code Title 5 Chapter 2 Section 18 Establishing Rules for Dog Parks”
  - b. Resolution 08-06-2020 “A Resolution Amending the Santaquin City Uniform Bail Schedule for Fines Applicable to Criminal Violations of Various Santaquin City Ordinances” – Re: Dog Parks
  - c. Discussion and Possible Action Regarding the Purchase of Replacement Cardiac Monitoring Units for the Santaquin Ambulances utilizing Santaquin City Fire Department Prior-Year’s Fund Balance
  - d. Resolution 08-07-2020 “A Resolution Approving an Infrastructure Deferral Agreement for the Ercanbrack 2-Lot Subdivision”
10. **CONVENE OF THE SANTAQUIN COMMUNITY DEVELOPMENT AGENCY**

**11. CONVENE OF THE SANTAQUIN LOCAL BUILDING AUTHORITY**

**12. CONVENE OF THE SANTAQUIN WATER DISTRICT**

**13. REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES**

- a. City Manager Benjamin Reeves
- b. Assistant City Manager Norman Beagley
- c. Community Development Director Jason Bond

**14. REPORTS BY MAYOR AND COUNCIL MEMBERS**

- a. Council Members
- b. Mayor Hunsaker

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

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

**17. 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](http://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 5:30 p.m.

**Council Members Attending:** Mayor Kirk Hunsaker, Council Member Nicholas Miller, Council Member Betsy Montoya, Council Member David Hathaway, Council Member Jennifer Bowman

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

## DISCUSSION ITEMS

### *Wayfinding Signs*

City Manager Reeves presented the idea of wayfinding signs that would go along with the agritourist theme of the city to help point out some of the features and points of interest in Santaquin such as the Red Barn, City Hall, Young Living, etc. Each sign would be approximately \$3,000.

Council Members Montoya and Bowman voiced support for the wayfinding signs. Council Member Hathaway asked for Reeves to find out the lifespan of one of these signs and Council Member Montoya asked for Reeves to find out if the letters on the sign are reflective.

### *Upcoming Agenda Items*

City Manager Reeves brought up Liquor Control License ordinance that would clean up current code to make it align more with current state code. The Council agreed this is an item that would need to get done.

### *Other*

Council Member Bowman brought up a citizen concern about the suspended High Fitness class since COVID-19 has started and when that could start up again. Assistant City Manager Beagley said he would look into that.

## ADJOURNMENT

At 6:45 p.m. the meeting was adjourned.

Attest:

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Kirk F. Hunsaker, Mayor

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K. Aaron Shirley, City Recorder



The meeting was called to order by Mayor Kirk Hunsaker at 7:00 p.m.

**Council Members Attending:** Mayor Kirk Hunsaker, Council Member Nicholas Miller, Council Member Betsy Montoya, Council Member David Hathaway, Council Member Jennifer Bowman

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

### PLEDGE OF ALLEGIANCE

Led by Council Member Betsy Montoya.

### INVOCATION/INSPIRATIONAL THOUGHT

Jason Bond offered an invocation.

### CONSENT AGENDA

#### **Minutes:**

July 21, 2020 – City Council Work Meeting Minutes  
July 21, 2020 – City Council Regular Meeting Minutes

#### **Bills:**

\$556,548.46

#### **Other:**

Resolution 08-01-2020 "A Resolution of the City Council of Santaquin City, Utah (The "Issuer"), Authorizing a Preliminary Official Statement, An Official Statement, and Other Documents Required in Connection with the Issuance and Sale of Not More Than \$7,100,000 Aggregate Principal Amount of Sales Tax Revenue Bonds, Series 2020; and Related Matters."

City Manager Reeves clarified that the first years of the debt service payment will be the highest simply because each year the sales tax proceeds go up it becomes smaller percentage of the overall revenue source.

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

Council Member Montoya seconded the motion.

#### Roll Call:

Council Member Miller	Aye
Council Member Montoya	Aye
Council Member Hathaway	Aye
Council Member Bowman	Aye

The motion passed 4-0



## **PUBLIC FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS**

*Employee of the Month Award – Shannon Hoffman, Administrative Services Director & City Treasurer*

Penny Reeves read the following:

“Shannon Hoffman is our Administrative Services Director and City Treasurer and has been employed by Santaquin City for nearly 21 years. She has direct responsibility over all aspects of human resources from personnel recruitment to payroll and benefits administration and everything in-between. She also has supervisory and budgetary responsibility over the administration, utility billing, cemetery, and government building departments; as well as the Santaquin, Genola, and Goshen Justice Courts.

During her time with Santaquin City, Shannon has worked for five mayors and numerous council members. She has been, and continues to be, a voice of wisdom, integrity, and institutional knowledge for our elected leaders as they have assumed their leadership roles on the council. She is truly respected as a leader within our organizations in her quiet and humble way. She is always willing to serve, always willing to volunteer, and always willing to share her voice in support of each and every member of our city staff.

Shannon is greatly appreciated by the clerks she supervises, and she backfills her staff as needed. Her personnel work, and her departmental administrative support, makes the work of every other department of the city possible. All the employees in the city know they can turn to her with human resource questions, and that their problems will be kept confidential. Shannon works tirelessly to ensure the needs of every member of our city staff and their families, from our police officers to firefighters and from our building inspectors to recreational staff. Each are taken care of with the utmost professionalism.

Shannon started her career in government at Spanish Fork City as a utility billing clerk and then receptionist in the engineering department. A little more than five years later, she joined Santaquin City as our City Treasurer. During that time, she has worked in various supervisory roles and has grown in her career as she consistently exhibited a strong work ethic and servant leadership style.

Shannon shared that the best part of her job is the people she works with. She genuinely likes her fellow employees and the residents of the city. Shannon and her high school sweetheart husband Drew have lived in Santaquin for the past 21 years and they have three beautiful daughters.

Thank you, Shannon, for being a great example to all our staff and citizens with your dedicated service. You deserve this recognition.”

A photo was taken with the Mayor and the award was presented.



*Public Forum*

**Name(s):** Stefanie & Mark Ray

**Comment:** We are writing to register our support for adoption of ranked choice voting in municipal elections.

**Name(s):** Karen Christensen

**Comment:** What do we have to offer to warrant putting something like this in Santaquin? We are nothing like Park City. We don't even have a canyon opened to be enjoyed. We are not ready for something like this yet. I feel like they have really put the cart before the horse on a lot of these projects here in town. I have lived here almost all my life and I do realize we were one day going to grow but the way it is being done is wrong. This that is being done is taking away the feel that Santaquin has always had. With the way townhouses and things are being thrown up on any piece of property that can be bought and other things that are planned to be built it has made our town look like a unplanned thrown together mess. And it looks to me like it is going to continue to be done that way.

**Name(s):** Marianne Evans

**Comment:** Dear Mayor and City Council Members

I am writing to say I DO NOT SUPPORT the adoption of ranked choice voting in municipal elections.

**Name(s):** Jeffrey Siddoway

**Comment:** Esteemed Council Members:

After having viewed the City Council Meeting from July 21, 2020 I have a few thoughts I'd like to share regarding the presentations conducted during that meeting.

First of all, the Ranked Choice Voting presentation, while appearing to be a very polished argument for RCV, did not properly represent all aspects of the system. It seemed to be a simple regurgitation of the many blogs, podcasts, and online videos that have popped up since the 2016 election to argue why it should be the future voting system in this country, while ignoring the counter arguments that exist. A presentation that only provides one side of the issue can be considered either propaganda or a poorly thought out presentation. Looking into this system over the past year has brought many questions to my mind, and this presentation has forced me to look into the other side. Luckily, it only took about 5 minutes online to find valid resources to do so. Please allow me to provide some counter arguments to the points presented:

1) He claims that using RCV "you would never ever not have 50% or higher" in voting. That is actually not true. In 2014 political scientists Craig Burnett and Vladimir Kogan (Electoral Studies 2015, Vol. 37 pp. 41-49) analyzed RCV ballots from four elections in California and Washington - making up around 600,000 ballots. They found that in those four races, not once did the winner receive a majority of votes cast. His "never ever" scenario can ONLY occur if every ballot ranks every single candidate, but many voters don't want to give some candidates any ranking at all, thus RCV often results in a winner with less than 50%.

2) He claims that there "never ever is an opportunity for your ballot to not count in a meaningful way." Again, that simply isn't true based on the study mentioned above. This is for the same reasoning that winners don't always achieve 50%. It's called Ballot Exhaustion. If there are 5 candidates and I only rank my top three, because the last two are not viable options from my political position, in the 4th and 5th rounds of counting, I don't have a vote. That happens very often; in those four elections mentioned above, between 9.6 and 27% of first round ballots didn't make it through all of the rounds of counting.

3) You'll notice when he talks of the "mock RCV election" for the GOP gubernatorial election, he specifically repeats that it was an unscientific process. That clearly needed to be said because in Australia, where RCV has been used for nearly a century, nearly 90% of the candidates who win the first round go on to winning the election. Very rarely are end results much different than the first round. Why revamp an entire system just to get the same result?

4) No primaries mean a cheaper election. Well, possibly in the long run, but every new system comes with costs to educate the voters how it works and to effectively count the ballots and votes in this system. Also, keeping track of these ballots naturally infuses the process to the follies of human error. I personally know people whose recent mail-in and in-person ballots have not been recorded by the State. We have enough human error in these elections as it is, we shouldn't add elements that would exploit that more than resolve it.

5) Finally, the idea that this will remove negative campaigning might be a good argument for State and National elections (though Australia proves that isn't the case,) but that is not a problem with small municipalities. When was the last time anyone in Santaquin witnessed a negative campaign from one candidate to another? I've seen

only respect between candidates, whereas negativity only comes when addressing issues, which is an election aspect that we need to remain in place so that we fully understand the position of our candidates.

To be clear, regardless of whether or not Santaquin adapts RCV as the system of choice, I will continue to vote in every election and do all I can to promote voting among my neighbors. However, from my point of view here, it seems RCV is a solution looking for a problem, and the problems it has found are not solved by the solution it has proposed.

I fear that I've spent my time on RCV, but I'd like to make a quick comment on Grey Cliffs. The presentation stated that they want to use this to help with some economic development in the area. I guess they own more land around that development, because it seems like the map shows only housing, most of which is high-density housing, with a large portion for the "eco-lodge" houses, or colloquially known as Tiny Homes. I question the demand for either of those, knowing that Santaquin already has a much higher percentage of our housing as developed as high-density housing than the State or Federal regulations require (also considering Federal benefits for such housing has recently been revoked,) and dozens of townhomes are currently vacant while hundreds more are being constructed and planned. Perhaps we should help them develop that economical portion before these novel aspects of the area?

Thank you for your time and attention, I know I can get long-winded at times.

**Name(s):** Jody Reid

**Comment:** Dear Mayor and members of the City Council,

I was excited to hear that developer Steve Larsen of the Grey Cliffs development at the old gravel pit (Sumsion mine site, I think the city calls it), was soliciting input regarding the evolution of the site plan to add approximately 475 units of housing to our city. It is apparent that he is thinking outside of the box, and I am a huge supporter of creativity in addressing problems.

In addition to a huge area of apartments and townhomes, the latest concept involves a shift to a resort-like feel--a bike in, bike out lifestyle for apparently wealthy people willing to spend \$200,000 for a 400-600 square foot "Eco-lodge." No garages, with distant, consolidated parking beyond two spaces per unit on 26-foot-wide roads bordered by rough paths. The artist's rendering shows a lush redwood forest enveloping lovely cottages on a hillside. But unfortunately, the reality for the future of this Eco-themed area might not be so picturesque for the residents of Santaquin. Please don't get me wrong. I do all I can to embrace a sustainable lifestyle in a home adorned by solar panels and organic gardens. But I feel that it would be enormously beneficial for the city to research experience with this type of project in another area similar to Santaquin, versus a comparison to Park City. Additionally, if it is a viable option for an area like Park City, what has their experience been with comparable projects and how successful have they been, along with where and why? What data supports approval and implementation of such a project here?

The location proposed seems ill-suited to such a project for many reasons. That doesn't make the idea bad, but location--as with any real estate endeavor--is key. The entire development is much more easily visualized, for example, on the west side of town, which would enhance access to Utah Lake and future recreational opportunities sure to grow there. Issues like highway congestion and wildland fire vulnerability would be mitigated. A biking lifestyle for seniors would be more plausible among gently rolling hills, rather than on a steep mountainside. The "Harvest View" project on the south end of the city shows great promise as a significant asset to our community and can perhaps be aligned with a broader future push toward promoting tourism

Another concern with the Eco-lodge concept is the mixed message it gives regarding wildland fire safety. Residents nearby have been counseled to clear vegetation from proximity to their homes and yet now this new development is promoting the opposite? The highly congested nature of the entire project is a red flag to neighbors to the south. When a fire does inevitably come, protection of whose structures will be prioritized? The ones that house one family or those that shelter many?

And speaking of fires--or toxic spills on the freeway, or other unforeseen events--how will the residents of close to 500 units have sufficient avenues of escape?

But back to the Eco-Lodges, it is interesting to note that planning commissioner Lance registered her concern regarding the square footage minimums being proposed by Mr. Larsen. She mentioned a minimum of 800 square feet, which seems much more in line with housing that would feel less like a motel room and more like a home. There will also be no garages, in order to keep the resort-type feel strong but this requirement is certainly a downside, especially for residents who might wish to spend the winter there. Who is the targeted demographic?

Another observation that a current resident of Santaquin might make is that in other areas of the city where inviting hills already exist that would be a draw for kids, the only bikes one primarily sees being used make a lot of noise. Even very, very young kids in Santaquin go racing around town on these instead of on human powered ones. Is it possible that the Draper demographic differs from that of Santaquin? Shouldn't we check and see? There appears to be a great deal of support voiced for the bike park, but what about what we are actually seeing in practice? What might the city be doing to promote safe practice of the currently most popular activities involving OHVs and ATVs? The recent letter issued by the Police Department identifies violation of current statutes as a problem. Due to the popularity of such vehicles, it seems that providing venues for these activities would also be welcome, perhaps even more so than a mountain biking park.

I applaud Mr. Larsen for his creativity and originality. I think that what he has proposed could be a tremendous asset to a community and is, in many respects, a possible nod to the future. But not now, and not in this location.

Thank you, Mayor Hunsaker and City Council Members for your sacrifice and service to our community.

**Name(s):** Clint Ercanbrack

**Comment:** Is building a house for his grandson and there is a conflict with his current water infrastructure and the recent change to city code that says there must be two or more water accesses in an area of five-hundred feet or more. Assistant City Manager Beagley said he would look into it and present that to the Council at a future date.

**Name(s):** Katie Madsen

**Comment:** Katie read a statement she prepared:

“On the evening of Thursday July 23<sup>rd</sup>, my family was at Pole Canyon Pond. Some of my family were fishing and three of us were sitting on one of the benches, when we heard a bullet whiz right past our heads. It was loud and did not miss us by much. We heard continued gunfire coming from the west. We called 911 and we drove over to the area we believed the shooting was coming from and found three groups shooting from the Summit Ridge exit area. We would love to see shooting prohibited in this area. Now htat we know first-hand how dangerous it is, we would be partly responsible if someone were to get hurt or killed if we didn’t speak up. We don’t want someone getting shot to be the reason we make a change. Rather we want to make a change so that no one gets shot”

## **BUILDING PERMIT & BUSINESS LICENSE REPORT**

Community Development Director Bond showed that there were 197 additional units this year with 14 new units since the last Council Meeting. Community Development Director Bond reported there were two new business licenses issued.

## **NEW BUSINESS & ADOPTION OF ORDINANCES AND RESOLUTIONS**

*Resolution 08-03-2020 “A Resolution Requesting the Utah Division of Natural Resources (DNR) Immediately Address the Public, Health and Life Safety Issue Caused by the Irresponsible Shooting at the DNR Range near I-15 Exit 242; Accompanied by a Commitment of Support and Invitation for Partnership with Santaquin City for the Development of a Replacement Shooting Range Designed to Provide a Safe Venue for Responsible Gun Use”*

City Manager Reeves gave background to the issue when in May shots were being fired causing property damage to both homes and vehicles to the extent that it was reported in KSL news. As the property where the shooting is taking place is outside city limits the city must work with its partners at the Department of Natural Resources (DNR) to try and regulate shooting in the area. The city recognizes the need for venues for responsible gun owners to recreate but in talking with DNR the current problem area has been determined to not be an appropriate venue for a formal shooting range and therefore not appropriate for an informal shooting range that currently has no regulations and being recreated by irresponsible gun owners.

Council Member Hathaway said he believes that DNR needs to close this area right away.

Motion: Council Member Montoya motioned to approve Resolution 08-03-2020 “A Resolution Requesting the Utah Division of Natural Resources (DNR) Immediately Address the Public, Health and Life Safety Issue Caused by the Irresponsible Shooting at the DNR Range near I-15 Exit 242; Accompanied by a Commitment of Support and Invitation for Partnership with Santaquin City for the

Development of a Replacement Shooting Range Designed to Provide a Safe Venue for Responsible Gun Use”.

Council Member Hathaway seconded the motion.

Roll Call:

Council Member Miller	Aye
Council Member Montoya	Aye
Council Member Hathaway	Aye
Council Member Bowman	Aye

The motion passed 4-0

*Discussion and Possible Action Regarding the Proposed 2021 Santaquin City Calendar*

Penny Reeves presented three different cost points from both Pioneer Press and J-Mart Printing and asked whether the Council wanted to move forward with a Santaquin Calendar.

The Council agreed that the calendar was great last year and wanted to do it with Pioneer Press to support local businesses.

Penny then asked whether the Council wanted the calendar to feature sponsors from the local business community. Council Member Montoya asked if staff could look into having a calendar that features not just the sponsor but also coupons for that business to better support them.

Motion: Council Member Montoya motioned to approve moving forward with a Santaquin Calendar in an amount of \$5,487.

Council Member Miller seconded the motion.

Roll Call:

Council Member Miller	Aye
Council Member Montoya	Aye
Council Member Hathaway	Aye
Council Member Bowman	Aye

The motion passed 4-0

*Discussion and Possible Action Regarding Preliminary Approval of the Heelis Farms Development*

Community Development Director Bond showed the Preliminary Plans for the Heelis Farms Development.

Motion: Council Member Montoya motioned to approve the Heelis Farm Townhomes Preliminary Plan with the following conditions: That a unit be removed from the plans to be consistent with the development agreement and that all planning and engineering redlines be addressed.

Council Member Miller seconded the motion.

Roll Call:

Council Member Miller	Aye
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Council Member Montoya	Aye
Council Member Hathaway	Aye
Council Member Bowman	Aye

The motion passed 4-0

*Resolution 08-02-2020 “A Resolution of Support of Congressman John Curtis’ Proposed Amendment to Title VI of the Social Security Act to Provide a Limitation of the Recoupment of Corona Virus Relief Fund Amounts”*

City Manager Reeves explained that this resolution would support cities in Utah County that would allow cities to retain their share of the funds and not be recouped by Utah County essentially making the inter-local agreement provisions for returning unused funds by the cities from the Corona Virus Relief Funds to Utah County null and void.

Motion: Council Member Montoya motioned to approve Resolution 08-02-2020 “A Resolution of Support of Congressman John Curtis’ Proposed Amendment to Title VI of the Social Security Act to Provide a Limitation of the Recoupment of Corona Virus Relief Fund Amounts”.

Council Member Miller seconded the motion.

Roll Call:

Council Member Miller	Aye
Council Member Montoya	Aye
Council Member Hathaway	Aye
Council Member Bowman	Aye

The motion passed 4-0

*Resolution 08-04-2020 “A Resolution Authorizing a Partial Spending Plan for the Use of Santaquin City’s Allocation of CARES Act Funding”*

City Manager Reeves explained the plan for the city to allocate 25% of its Corona Virus Relief Funds to every residence in Santaquin for the support of local businesses. Every residence would receive four \$10 coupons for use at participating Santaquin businesses and an additional coupon if a residence spends their coupons at four separate Santaquin businesses. The city would collect all of the coupons collected by participating businesses and they would be reimbursed accordingly.

For the remaining funds, the County has provided extensive guidelines for the use of these funds and categorized expenditures into green, yellow, orange, and red designations. The city has categorized their COVID-19 related expenditures in good faith according to said designations and recommends that Council approve all green designated expenditures and wait for all other expenditures if and when federal law changes to allow more free use of the COVID-19 funds.

Motion: Council Member Miller motioned to approve Resolution 08-04-2020 “A Resolution Authorizing a Partial Spending Plan for the Use of Santaquin City’s Allocation of CARES Act Funding”

Council Member Montoya seconded the motion.

Roll Call:

Council Member Miller	Aye
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Council Member Montoya	Aye
Council Member Hathaway	Aye
Council Member Bowman	Aye

The motion passed 4-0

## REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

### *City Manager Benjamin Reeves –*

- Orchard week went well and thanked staff, the community, and the Council for their participation and support.
- City Hall Bond funding is moving forward.
- Financial audit coming up in October.
- Wanted to clarify to the public that developments that come before the Council are proposed by *property owners*, not staff or Council and they have property rights. Nobody wants to be told what to do with their property but everyone wants to tell other people what to do with their property and there is that balance that comes with every Ordinance that comes before the Council.

### *Assistant City Manager Norman Beagley –*

- Paving is finishing up on the frontage road tonight and will be open next Wednesday.
- Out to bid on road overlays on Center Street and the Basketball Court.
- Irrigation source went down and is being supplemented by another source – there are some issues with pressure and flows and also a problem with a booster pump that went down and is being replaced with well water.

### *Community Development Director Jason Bond –*

- RFP is out for the General Plan and there is a meeting tomorrow for any interested parties to ask questions and get information from the city.
- Position for a new building inspector has been posted and closes next Friday.
- Public Hearings coming up for ordinances that would make changes to the MSR zone.

## REPORTS BY MAYOR AND COUNCIL MEMBERS

### *Mayor Hunsaker –*

- Had a meeting with the Forest Service in regards to Santaquin Canyon road. Luke Decker from the Spanish Fork ranger district told them that the project won't be completed until 2021.
- In regards to the Ranked Choice Voting comments from the public forum the Council is not leaning towards it.

### *Council Member Miller –*

- Community Services is getting ready for fall soccer.

### *Council Member Montoya –*

- Wanted to thank the comments that came in from residents and for the respectful manner that they gave their comments. Again, thanked the residents for all of their research into their comments. Thanked City Manager Reeves for his comments on land use and property rights and wanted the public to understand that if a property owner comes in with a proposal and it meets the zoning and city code then it is against city law to deny the property owner their proposal *but* the city can work with them to make it more advantageous to the city.

- Wanted to recognize the KSL Public Service award that City Manager Ben Reeves received recently.
- Youth City Council is helping with Art in the Park and Summer in the Park programs.

*Council Member Hathaway –*

- Nothing to report.

*Council Member Bowman –*

- Next week the Beautification Board will be holding its first meeting.

## **ADJOURNMENT**

At 8:58 p.m. Council Member Miller moved to adjourn.

Council Member Bowman seconded the motion.

The vote was as follows:

Roll Call:

Council Member Miller	Aye
Council Member Montoya	Aye
Council Member Hathaway	Aye
Council Member Bowman	Aye

The motion passed 4-0

Attest:

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Kirk F. Hunsaker, Mayor

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K. Aaron Shirley, City Recorder

**SANTAQUIN CITY CORPORATION**  
**Invoice Register - 7/31/2020 to 8/14/2020 - All Invoices**

8/17/2020

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Description</u>
PC-07-28-2020	ADCOCK, ARTHUR LEE	81265	8/13/2020	8/13/2020	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 07-2
PC-08-11-2020	ADCOCK, ARTHUR LEE	81265	8/13/2020	8/13/2020	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 08-1
	<b>Vendor Total:</b>				<b>\$50.00</b>			
5819	BARNES ELECTRICAL SERVICE TEC	81202	8/10/2020	8/10/2020	\$70.00			
					70.00	5440240	SUPPLIES	200 NORTH 400 WEST - CITY
XC08132020-146	BEST NEST HOUSING	81263	8/13/2020	8/13/2020	\$1,125.00			
					1,125.00	6440300	MISS SANTAQUIN SCHOLARS	ALYSSA BEHREND - SCHOLA
044242-18257	BIG O' TIRES - SANTAQUIN	81203	8/4/2020	8/4/2020	\$16.99			
					16.99	1054250	EQUIPMENT MAINTENANCE	FLAT TIRE REPAIR - VIN: 7789
XC08122020-146	BLOMQUIST HALE CONSULTING	81201	8/12/2020	8/12/2020	\$190.40			
					190.40	1022506	EAP	EMPLOYEE ASSISTANCE COV
UT202002022	BLUE STAKES	81163	8/3/2020	8/3/2020	\$211.11			
					211.11	5140210	BOOKS, SUBSCRIPTIONS & M	BILLABLE EMAIL NOTIFICATIO
20G1634	CHEMTECH-FORD, INC	81205	8/4/2020	8/4/2020	\$123.00			
					123.00	5240520	WRF - SUPPLIES	WRF
20H0243	CHEMTECH-FORD, INC	81205	8/4/2020	8/4/2020	\$100.00			
					100.00	5140310	PROFESSIONAL & TECHNICA	WATER
	<b>Vendor Total:</b>				<b>\$223.00</b>			
PR080120-7171	CHILD SUPPORT SERVICES/ORS	81195	8/7/2020	8/7/2020	\$215.54			
					215.54	1022420	GARNISHMENTS	Garnishment - Child Support
S7014028.007	CODALE ELECTRIC SUPPLY	81162	7/31/2020	7/31/2020	\$928.00			
					928.00	1022530	STREET LIGHTS (NEW DEVEL	SECRET GARDEN
S7014049.007	CODALE ELECTRIC SUPPLY	81162	7/31/2020	7/31/2020	\$1,856.00			
					1,856.00	1022530	STREET LIGHTS (NEW DEVEL	ORCHARDS A12
S7014062.005	CODALE ELECTRIC SUPPLY	81162	7/31/2020	7/31/2020	\$5,789.46			
					5,789.46	1022530	STREET LIGHTS (NEW DEVEL	HILLS
	<b>Vendor Total:</b>				<b>\$8,573.46</b>			
46008	CORNWELL QUALITY TOOLS	81206	8/10/2020	8/10/2020	\$936.35			
					936.35	7657250	FIRE - EQUIPMENT MAINTEN	TOOLS
7657250	CORNWELL QUALITY TOOLS	81206	8/10/2020	8/10/2020	\$934.48			
					934.48	7657250	FIRE - EQUIPMENT MAINTEN	TOOLS
	<b>Vendor Total:</b>				<b>\$1,870.83</b>			
PR080120-383	EFTPS	9999	8/7/2020	8/7/2020	\$35,612.42			
					19,713.32	1022210	FICA PAYABLE	Social Security Tax
					4,610.40	1022210	FICA PAYABLE	Medicare Tax
					11,288.70	1022220	FEDERAL WITHHOLDING PAY	Federal Income Tax
SP099145	ERIKS NORTH AMERICA, INC	81208	8/10/2020	8/10/2020	\$7.88			
					7.88	7657700	WILDLAND FIRE RES EXPEN	TOOLS
17-278	FLAKE, LOYDECE *	81209	8/4/2020	8/4/2020	\$2,256.75			
					2,256.75	1022430	COURT FINES AND FORFEITU	RESTITUTION
20-222	FORENSIC NURSING SERVICES, INC	81210	8/4/2020	8/4/2020	\$95.00			
					95.00	1054311	PROFESSIONAL & TECHNICA	CASE NO. 20SQ02051
RI104565106	FP MAILING SOLUTIONS	81211	8/12/2020	8/12/2020	\$86.85			
					86.85	1043310	PROFESSIONAL & TECHNICA	ADMIN
PC-08-11-2020	FRANCOM, KYLE & CARLENE	81266	8/13/2020	8/13/2020	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 08-1

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38678	FREEDOM MAILING SERVICES, INC	81164	8/3/2020	8/3/2020	\$1,998.43			
					1,998.43	5240240	SUPPLIES	JULY
PC-07-28-2020	GUNNELL, BRADLEY DON	81267	8/13/2020	8/13/2020	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 07-2
42466	HANSEN, ALLEN & LUCE, INC	81255	8/12/2020	8/12/2020	\$8,015.92			
					8,015.92	5540730	CAPITAL FACILITY PLAN UPD	UPDATE TO CULINARY WATE
42467	HANSEN, ALLEN & LUCE, INC	81255	8/12/2020	8/12/2020	\$3,780.99			
					3,780.99	6040730	CAPITAL FACILITY PLAN UPD	UPDATE TO CULINARY WATE
	<b>Vendor Total:</b>				<b>\$11,796.91</b>			
080320	HARRIS, PRESTON & CHAMBERS, LL	81165	8/3/2020	8/3/2020	\$2,177.40			
					2,177.40	1043331	LEGAL	501(C)(3) LEGAL SERVICES
082020	HEALTH EQUITY INC,	9999	8/11/2020	8/11/2020	\$2,178.05			
					977.50	1022502	FSA	Replenish for HCRA - 4f56zg1
					1,059.72	1022502	FSA	Replenish for HCRA - w1zk53r
					140.83	1022502	FSA	Replenish for HCRA - jzj027b
80419594	HENRY SCHEIN	81212	8/10/2020	8/10/2020	\$99.00			
					99.00	7657247	COVID-19 RELATED EXPENDI	COM-FIT EL MASK HI-FILTER
80451249	HENRY SCHEIN	81212	8/10/2020	8/10/2020	\$180.00			
					180.00	7657242	EMS - SUPPLIES	MEDICAL SUPPLIES
80892126	HENRY SCHEIN	81212	8/12/2020	8/12/2020	\$262.09			
					262.09	7657242	EMS - SUPPLIES	MEDICAL SUPPLIES
	<b>Vendor Total:</b>				<b>\$541.09</b>			
0551653633	HONEY BUCKET	81166	8/3/2020	8/3/2020	\$80.00			
					80.00	1070300	BUILDINGS & GROUNDS MAI	R0094124
0551653634	HONEY BUCKET	81166	8/3/2020	8/3/2020	\$80.00			
					80.00	1077300	BUILDINGS & GROUND MAIN	R0021364
0551659862	HONEY BUCKET	81213	8/10/2020	8/10/2020	\$1,125.75			
					1,125.75	1077300	BUILDINGS & GROUND MAIN	R1010343
	<b>Vendor Total:</b>				<b>\$1,285.75</b>			
RT20070814	HUMPHRIES INC	81214	8/12/2020	8/12/2020	\$48.96			
					48.96	7657242	EMS - SUPPLIES	MEDICAL SUPPLIES
SF159354	HUMPHRIES INC	81214	8/12/2020	8/12/2020	\$56.42			
					56.42	7657242	EMS - SUPPLIES	MEDICAL SUPPLIES
	<b>Vendor Total:</b>				<b>\$105.38</b>			
PERMIT-REFUN	HYVE HOMES	81215	8/10/2020	8/10/2020	\$16,175.99			
					16,175.99	1032210	BUILDING PERMITS	BUILDING PERMIT REFUND
123417	IMAGETREND, INC.	81260	8/12/2020	8/12/2020	\$2,125.00			
					2,125.00	4340613	FIRE DEPARTMENT SOFTWA	EMS DATA ANALYTICS SOFTW
20-4808	INNOVA CHAMPION DISCS	81216	8/10/2020	8/10/2020	\$3,475.28			
					3,475.28	6640720	RAP TAX EXPENSE	RAP TAX PROJECT - DISC CAT
XC08122020-146	JENNY FERNELIUS	81200	8/12/2020	8/12/2020	\$39.99			
					39.99	6340240	SUPPLIES	HAND STEAMER
0122975	JONES & DEMILLE ENGINEERING	81217	8/4/2020	8/4/2020	\$602.50			
					602.50	5940751	HIGHLAND DRIVE (FOOTHILL	SURVEYS & STAKING
0122985	JONES & DEMILLE ENGINEERING	81217	8/4/2020	8/4/2020	\$3,296.63			
					3,296.63	1062480	CLOSE LANDFILL	PLANNING & STUDIES
	<b>Vendor Total:</b>				<b>\$3,899.13</b>			
080320	K. SHAWN PATTEN, ATT. AT LAW	81167	8/3/2020	8/3/2020	\$3,891.64			
					3,891.64	1042331	LEGAL	ATTORNEY FEES

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17-142	LARA, PEGGIE	81168	8/3/2020	8/3/2020	\$25.00			
					25.00	1042310	PROFESSIONAL & TECHNICA	INTERPRETER - 1 HOUR
17-143	LARA, PEGGIE	81218	8/4/2020	8/4/2020	\$25.00			
					25.00	1042310	PROFESSIONAL & TECHNICA	INTERPRETER - 1 HOUR
	<b>Vendor Total:</b>				<b>\$50.00</b>			
REIMBURSE-08	LIND, RYAN	81219	8/12/2020	8/12/2020	\$350.00			
					350.00	1051300	BUILDINGS & GROUND MAIN	AED DEVICES
S103674819.001	MOUNTAINLAND SUPPLY	81169	8/3/2020	8/3/2020	\$75.94			
					75.94	5440240	SUPPLIES	3" AIR VENT
S103674828.001	MOUNTAINLAND SUPPLY	81169	8/3/2020	8/3/2020	\$109.53			
					109.53	5440240	SUPPLIES	APOLLO 94ALF-108-01A 2 BRS
S103677454.001	MOUNTAINLAND SUPPLY	81221	8/4/2020	8/4/2020	\$66.65			
					66.65	5140240	SUPPLIES	SUPPLIES
S103686162.001	MOUNTAINLAND SUPPLY	81221	8/4/2020	8/4/2020	\$10,581.44			
					10,581.44	5140240	SUPPLIES	WATER METERS
	<b>Vendor Total:</b>				<b>\$10,833.56</b>			
48777	MVP SPORTS	81256	8/12/2020	8/12/2020	\$89.99			
					89.99	6140240	BASEBALL SUPPLIES	HOMEPLATE
PR080120-13093	NEBO LODGE #45	81196	8/7/2020	8/7/2020	\$18.00			
					18.00	1022425	FOP DUES	FOP Dues (Nebo Lodge #45)
SI-1102	OLSON'S GARDEN SHOPPE-PAYSON	81170	7/31/2020	7/31/2020	\$1,119.90			
					1,119.90	6140310	BALLFIELD MAINTENANCE	AUTUMN BLAZE MAPLE
SI-1136	OLSON'S GARDEN SHOPPE-PAYSON	81222	8/4/2020	8/4/2020	\$317.12			
					317.12	1070300	BUILDINGS & GROUNDS MAI	PARKS
WE-22674	OLSON'S GARDEN SHOPPE-PAYSON	81222	8/4/2020	8/4/2020	\$62.16			
					62.16	1077300	BUILDINGS & GROUND MAIN	2" TREE STAKES/TREE TIE
	<b>Vendor Total:</b>				<b>\$1,499.18</b>			
1157	OLYMPUS EQUIPMENT	81223	8/10/2020	8/10/2020	\$5,044.33			
					5,044.33	5240250	EQUIPMENT MAINTENANCE	SEWER SUPPLIES
13276	OUT BACK GRAPHICS, LLC	81224	8/4/2020	8/4/2020	\$529.75			
					529.75	1022531	STREET SIGNS (NEW DEVEL	ROAD SIGNS
13283	OUT BACK GRAPHICS, LLC	81224	8/4/2020	8/4/2020	\$191.00			
					191.00	1022531	STREET SIGNS (NEW DEVEL	STREET SIGNS
	<b>Vendor Total:</b>				<b>\$720.75</b>			
3164	PAYSON CHRONICLE	81226	8/10/2020	8/10/2020	\$300.00			
					300.00	6340220	NOTICES, ORDINANCES, PUB	MUSEUM AD
76	PEN & WEB COMMUNICATIONS c/o P	81228	8/10/2020	8/10/2020	\$1,897.50			
					1,020.00	4340113	WEBSITE CONTENT MGT - PE	REGULAR WORK
					150.00	4340113	WEBSITE CONTENT MGT - PE	NEW OFFICE WORK
					727.50	7657247	COVID-19 RELATED EXPENDI	COVID-19 RELATED WORK
2448248	PETERSON PLUMBING SUPPLY	81229	8/10/2020	8/10/2020	\$13,384.48			
					13,384.48	7657247	COVID-19 RELATED EXPENDI	HANDS-FREE PAPER TOWEL
6600001712	PROPIPE	81230	8/12/2020	8/12/2020	\$1,483.50			
					1,483.50	5240325	SEWER LINE CLEANOUT EXP	PIPE CLEANING
31490	RED RHINO INDUSTRIAL	81231	8/10/2020	8/10/2020	\$342.66			
					342.66	5140240	SUPPLIES	STREETS
31531	RED RHINO INDUSTRIAL	81268	8/13/2020	8/13/2020	\$48.24			
					48.24	5240240	SUPPLIES	STREETS

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	<b>Vendor Total:</b>				<b>\$390.90</b>			
REIMBURSE-08	REEVES, BENJAMIN	81232	8/12/2020	8/12/2020	\$100.00			
					100.00	1043480	EMPLOYEE RECOGNITIONS	MEETING ETIQUET EXERCIS
0864-001495281	REPUBLIC SERVICES LLC	81171	7/31/2020	7/31/2020	\$176.96			
					176.96	1062311	WASTE PICKUP CHARGES	JULY
0864-001497056	REPUBLIC SERVICES LLC	81233	8/12/2020	8/12/2020	\$440.30			
					440.30	1062311	WASTE PICKUP CHARGES	AUGUST
0864-001498376	REPUBLIC SERVICES LLC	81233	8/10/2020	8/10/2020	\$30,854.87			
					8,910.15	1062311	WASTE PICKUP CHARGES	JULY
					21,944.72	1062311	WASTE PICKUP CHARGES	JULY
	<b>Vendor Total:</b>				<b>\$31,472.13</b>			
575432	RESCO	81234	8/10/2020	8/10/2020	\$515.38			
					515.38	4340300	COPIER CONTRACT	JULY
575433	RESCO	81234	8/10/2020	8/10/2020	\$170.05			
					170.05	4340300	COPIER CONTRACT	JULY
	<b>Vendor Total:</b>				<b>\$685.43</b>			
RMP-081020A	ROCKY MOUNTAIN POWER	81236	8/10/2020	8/10/2020	\$27,859.93			
					1,344.05	1051270	UTILITIES	275 W MAIN ST
					253.25	1051270	UTILITIES	98 S CENTER LIBRARY
					286.18	1051270	UTILITIES	45 W 100 S
					33.87	1051270	UTILITIES	1390 SUMMIT RIDGE PKWY -
					2,708.79	1070270	UTILITIES	STREET LIGHTS
					19.98	1070270	UTILITIES	290 W 800 N
					265.85	1070270	UTILITIES	250 S 400 W ARENA - CONSES
					296.76	1070270	UTILITIES	250 S 400 W ARENA - CONSES
					11.36	1070270	UTILITIES	250 S 400 W ARENA - CONSES
					11.23	1070270	UTILITIES	250 S 400 W ARENA - CONSES
					36.72	1070270	UTILITIES	190 S 400 W RECREATION BL
					294.42	1070270	UTILITIES	190 S 400 W BUILDING RE-MO
					352.11	1070270	UTILITIES	592 SUMMIT RIDGE PKY - SO
					72.69	1070270	UTILITIES	592 SUMMIT RIDGE PKY - SO
					10.86	1070300	BUILDINGS & GROUNDS MAI	313 W 100 S BOWERY
					19.10	1070300	BUILDINGS & GROUNDS MAI	313 W 100 S RESTROOMS
					46.43	1070300	BUILDINGS & GROUNDS MAI	280 W 750 N PARK
					56.51	1070300	BUILDINGS & GROUNDS MAI	49 E MAIN ST - AREA LIGHT
					7.32	1070300	BUILDINGS & GROUNDS MAI	49 E MAIN ST - PARK LIGHTS
					19.21	1070300	BUILDINGS & GROUNDS MAI	398 N CHERRY LN - EAST SID
					87.47	1070300	BUILDINGS & GROUNDS MAI	705 SUNSET DRIVE - SUNSET
					21.62	1070300	BUILDINGS & GROUNDS MAI	168 E 610 S - CONCESSION S
					7.67	1070300	BUILDINGS & GROUNDS MAI	300 W 100 S - BALL PARK
					15.03	5140273	UTILITIES	1200 S 100 W - GENERAL SER
					7,711.21	5140273	UTILITIES	3 SUMMIT RIDGE PARKWAY -
					57.71	5140273	UTILITIES	190 E 400 S CULINARY WELL
					131.29	5140273	UTILITIES	1005 S CENTER - CHLORINE
					52.97	5140273	UTILITIES	392 N 200 W - PUMP VAULT
					704.05	5140273	UTILITIES	910 E 10 N EASTSIDE WELL
					4,451.25	5240270	UTILITIES	6650 W 13800 S PUMP - HAYFI
					57.71	5440273	UTILITIES	190 E 400 S CULINARY WELL
					7,711.21	5440273	UTILITIES	3 SUMMIT RIDGE PARKWAY -
					704.05	5440273	UTILITIES	910 E 10 N EASTSIDE WELL
RMP-081020B	ROCKY MOUNTAIN POWER	81236	8/10/2020	8/10/2020	\$38,345.53			
					1,375.48	1051270	UTILITIES	275 W MAIN ST

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					321.98	1051270	UTILITIES	98 S CENTER LIBRARY
					284.57	1051270	UTILITIES	45 W 100 S
					78.66	1070270	UTILITIES	1390 SUMMIT RIDGE PARKWA
					9,506.77	1070270	UTILITIES	STREET LIGHTS
					20.18	1070270	UTILITIES	290 W 800 N RESTROOMS
					10.97	1070270	UTILITIES	313 W 100 S BOWERY
					23.59	1070270	UTILITIES	313 W 100 S RESTROOMS
					82.36	1070270	UTILITIES	280 W 750 N PARK
					15.06	1070270	UTILITIES	310 N ORCHARD LANE PARK
					57.08	1070270	UTILITIES	49 E MAIN AREA LIGHTS
					7.51	1070270	UTILITIES	49 E MAIN PARK LIGHTS
					18.65	1070270	UTILITIES	398 N CHERRY LANE PARK
					90.49	1070270	UTILITIES	705 SUNSET TRAILS PARK
					34.51	1070270	UTILITIES	168 E 610 CONCESSION STAN
					15.20	1070270	UTILITIES	300 W 100 S BALL PARK
					273.10	1070270	UTILITIES	250 S 400 W - AREA CONCESS
					276.78	1070270	UTILITIES	250 S 400 W - AREA CONCESS
					11.62	1070270	UTILITIES	250 S 400 W - AREA CONCESS
					11.47	1070270	UTILITIES	250 S 400 W - AREA CONCESS
					23.48	1070270	UTILITIES	190 S 400 W RECREATION BL
					365.43	1070270	UTILITIES	190 S 400 W BUILDING RE-MO
					3.52	1070270	UTILITIES	592 SUMMIT RIDGE PKY - SO
					2,374.32	1070270	UTILITIES	592 SUMMIT RIDGE PKY - SO
					671.42	5140273	UTILITIES	910 E 10 N EASTSIDE WELL
					19.11	5140273	UTILITIES	1200 S 100 W - GENERAL SER
					8,048.90	5140273	UTILITIES	3 SUMMIT RIDGE PARKWAY -
					58.27	5140273	UTILITIES	190 E 400 S CULINARY WELL
					134.36	5140273	UTILITIES	1005 S CENTER CHLORINE
					900.85	5140273	UTILITIES	392 N 200 W - PUMP VAULT
					4,451.25	5240270	UTILITIES	6650 E 13800 S - HAY FIELDS
					671.42	5440273	UTILITIES	910 E 10 N EASTSIDE WELL
					58.27	5440273	UTILITIES	190 E 400 S CULINARY WELL
					8,048.90	5440273	UTILITIES	3 SUMMIT RIDGE PARKWAY -
RMP-081220A	ROCKY MOUNTAIN POWER	81236	8/12/2020	8/12/2020	\$29.64			
					29.64	1060270	UTILITIES - STREET LIGHTS	509 FIRESTONE DR. STRONG
RMP-081320A	ROCKY MOUNTAIN POWER	81271	8/13/2020	8/13/2020	\$4,016.70			
					4,016.70	5440273	UTILITIES	1100 S CANYON ROAD - 150 H
	<b>Vendor Total:</b>				<b>\$70,251.80</b>			
080320A	SALISBURY HOMES	81172	8/3/2020	8/3/2020	\$22,309.35			
					22,309.35	1022450-025	(INSP) [B] FOOTHILL VILLAGE	CASH INSPECTION FEE RELE
080320B	SALISBURY HOMES	81172	8/3/2020	8/3/2020	\$112,018.43			
					112,018.43	1022450-024	(WNTY) [B] FOOTHILL VILLAG	CASH BOND - WARRANTY BO
080320C	SALISBURY HOMES	81172	8/3/2020	8/3/2020	\$29,553.18			
					29,553.18	1022450-085	(INSP) [C] FOOTHILL VILLAGE	CASH INSPECTION FEE RELE
080320D	SALISBURY HOMES	81172	8/3/2020	8/3/2020	\$10,840.81			
					10,840.81	1022450-077	(INSP) [G] STONE HOLLOW	CASH INSPECTION FEE RELE
080320E	SALISBURY HOMES	81172	8/3/2020	8/3/2020	\$115,956.44			
					115,956.44	1022450-076	(WNTY) [G] STONE HOLLOW	CASH BOND - WARRANTY BO
	<b>Vendor Total:</b>				<b>\$290,678.21</b>			
PR080120-266	SANTAQUIN CITY UTILITIES	81197	8/7/2020	8/7/2020	\$986.00			
					730.00	1022350	UTILITIES PAYABLE	Utilities

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					256.00	1022350	UTILITIES PAYABLE	Cemetery
8180195840	SHRED-IT US JV LLC	81238	8/10/2020	8/10/2020	\$161.18			
					161.18	1043310	PROFESSIONAL & TECHNICA	ADMIN
XC08132020-146	SNOW COLLEGE	81262	8/13/2020	8/13/2020	\$1,200.00			
					1,200.00	6440300	MISS SANTAQUIN SCHOLARS	ELIZABETH WATERS - 2019 R
08-2020	SOUTH UTAH VALLEY MUNICIPAL	81257	8/12/2020	8/12/2020	\$977.55			
					977.55	5440253	WATER ASSESSMENTS	SUVMWA Annual Assessment 2
29297	SOUTH UTAH VALLEY SOLID WASTE	81239	8/4/2020	8/4/2020	\$3,180.15			
					3,180.15	1062312	RECYCLING PICKUP CHARGE	JULY
5476	SPEED-E CRETE CONCRETE LLC	81240	8/10/2020	8/10/2020	\$361.97			
					361.97	5440240	SUPPLIES	CONCRETE
T85380	SPRINKLER SUPPLY - SPANISH FOR	81241	8/10/2020	8/10/2020	\$207.20			
					207.20	1070300	BUILDINGS & GROUNDS MAI	PARTS
591903138-183	SPRINT SOLUTIONS, INC	81272	8/13/2020	8/13/2020	\$157.39			
					22.51	1041280	TELEPHONE	JULY
					7.49	1060280	TELEPHONE	JULY
					7.49	1062280	TELEPHONE	JULY
					67.45	1068280	TELEPHONE	JULY
					7.49	1070280	TELEPHONE	JULY
					7.49	1077280	TELEPHONE	JULY
					22.49	1078280	TELEPHONE	JULY
					7.49	5140280	TELEPHONE	JULY
					7.49	5240280	TELEPHONE	JULY
5292123	STAKER PARSON COMPANIES	81242	8/12/2020	8/12/2020	\$208.83			
					208.83	1060240	SUPPLIES	KEIGLEY PLANT PICK UP
3452555244	STAPLES	81243	8/10/2020	8/10/2020	\$195.79			
					195.79	1043240	SUPPLIES	ADMIN - OFFICE SUPPLIES
081220	STRINGHAM'S HARDWARE	81259	8/12/2020	8/12/2020	\$2,183.34			
					250.13	1041240	SUPPLIES	JULY
					100.00	1043480	EMPLOYEE RECOGNITIONS	JULY
					87.81	1054240	SUPPLIES	JULY
					94.79	1060250	EQUIPMENT MAINTENANCE	JULY
					68.13	1070300	BUILDINGS & GROUNDS MAI	JULY
					502.69	5140240	SUPPLIES	JULY
					95.46	5240240	SUPPLIES	JULY
					48.22	5240520	WRF - SUPPLIES	JULY
					28.13	5440240	SUPPLIES	JULY
					559.89	6140310	BALLFIELD MAINTENANCE	JULY
					7.96	6140335	MISC SUPPLIES	JULY
					59.13	6240320	ACTIVITIES IN THE PARK	JULY
					54.85	6340240	SUPPLIES	JULY
					15.99	7240240	SUPPLIES	JULY
					210.16	7657250	FIRE - EQUIPMENT MAINTEN	JULY
8542778 SO	STRYKER MEDICAL - STRYKER SALE	81173	8/3/2020	8/3/2020	\$338.80			
					338.80	7657242	EMS - SUPPLIES	KIT BATTERY CHARGER
Refund: 816401	TAYLOR, HOWARD JAY *	81244	8/11/2020	8/11/2020	\$140.78			
					140.78	5113110	ACCOUNTS RECEIVABLE	Refund: 816401 - TAYLOR, HO
056076016836	THE HARTFORD	9999	8/11/2020	8/11/2020	\$2,951.73			
					2,951.73	1022504	LIFE/ADD	Life, ADD, LTD, Sup insurance A
842787001	THOMSON REUTERS - WEST	81245	8/12/2020	8/12/2020	\$200.00			
					200.00	1054311	PROFESSIONAL & TECHNICA	INFORMATION CHARGES



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37236	TISCHNER FORD SALES, INC	81174	8/3/2020	8/3/2020	\$274.88			
					274.88	1054250	EQUIPMENT MAINTENANCE	BRAKE PADS/ROTOR - VIN: 12
37275	TISCHNER FORD SALES, INC	81174	7/31/2020	7/31/2020	\$50.68			
					50.68	1054250	EQUIPMENT MAINTENANCE	OIL CHANGE - VIN: 12176
37315	TISCHNER FORD SALES, INC	81246	8/10/2020	8/10/2020	\$260.31			
					260.31	1054250	EQUIPMENT MAINTENANCE	FRONT BRAKES/ROTORS - VI
4797	TISCHNER FORD SALES, INC	81246	8/10/2020	8/10/2020	\$90.17			
					90.17	1054250	EQUIPMENT MAINTENANCE	WHEEL COVER
	<b>Vendor Total:</b>				<b>\$676.04</b>			
PC-07-28-2020	TOLMAN, JESSICA	81269	8/13/2020	8/13/2020	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 07-2
PC-08-11-2020	TOLMAN, JESSICA	81269	8/13/2020	8/13/2020	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 08-1
	<b>Vendor Total:</b>				<b>\$50.00</b>			
17-116	TOWN OF GENOLA	81247	8/4/2020	8/4/2020	\$10,820.27			
					10,820.27	1022430	COURT FINES AND FORFEITU	JULY
17-109	TOWN OF GOSHEN	81248	8/4/2020	8/4/2020	\$367.25			
					367.25	1022430	COURT FINES AND FORFEITU	JULY
16068	UPPER CASE PRINTING	81175	8/3/2020	8/3/2020	\$519.10			
					519.10	5140240	SUPPLIES	RECREATION FLYER & CITY-
XC08132020-146	USU LAEP	81264	8/13/2020	8/13/2020	\$25,000.00			
					25,000.00	4140819	EXIT 242 VISION PLANNING	GIFT FOR LAEP-LED CAPSTO
081220	UTAH COUNTY LAW ENFORCEMENT	81249	8/12/2020	8/12/2020	\$150.00			
					150.00	1054230	EDUCATION, TRAINING & TRA	OIC TRAINING BUDGET
PR080120-7076	UTAH COUNTY LODGE #31	81198	8/7/2020	8/7/2020	\$144.00			
					144.00	1022425	FOP DUES	FOP Dues (Ut County Lodge #3
073120	UTAH COUNTY RECORDER	81160	7/31/2020	7/31/2020	\$64.00			
					64.00	1048310	PROFESSIONAL & TECHNICA	DOCUMENT RECORDING
081020	UTAH DEPARTMENT OF WORKFORC	81250	8/10/2020	8/10/2020	\$202.72			
					202.72	1054131	UNEMPLOYMENT EXPENSE	UNEMPLOYMENT FOR DANYA
1585201	UTAH LOCAL GOVERNMENT TRUST	81273	8/13/2020	8/13/2020	\$283.16			
					283.16	1043510	INSURANCE AND BONDS	AUGUST
1585202	UTAH LOCAL GOVERNMENT TRUST	81273	8/13/2020	8/13/2020	\$1,517.50			
					1,517.50	1043510	INSURANCE AND BONDS	AUGUST
1585203	UTAH LOCAL GOVERNMENT TRUST	81273	8/13/2020	8/13/2020	\$4,773.83			
					4,773.83	1022250	WORKMENS COMPENSATION	AUGUST
	<b>Vendor Total:</b>				<b>\$6,574.49</b>			
300000480	UTAH MUSEUMS ASSOCIATION	81251	8/10/2020	8/10/2020	\$30.00			
					30.00	6740210	BOOKS, SUBSCRIPTIONS, &	MEMBERSHIP DUES - ANNET
300000481	UTAH MUSEUMS ASSOCIATION	81251	8/10/2020	8/10/2020	\$30.00			
					30.00	6740210	BOOKS, SUBSCRIPTIONS, &	MEMBERSHIP DUES - JOHN B
	<b>Vendor Total:</b>				<b>\$60.00</b>			
PR080120-382	UTAH STATE RETIREMENT	9999	8/7/2020	8/7/2020	\$26,033.19			
					656.50	1022300	RETIREMENT PAYABLE	Roth IRA
					601.17	1022300	RETIREMENT PAYABLE	457
					76.15	1022300	RETIREMENT PAYABLE	Post Retirement (After 7/2010)
					3,342.86	1022300	RETIREMENT PAYABLE	401K

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					20,209.56	1022300	RETIREMENT PAYABLE	Retirement
					531.31	1022300	RETIREMENT PAYABLE	401K - Tier 1 Parity
					615.64	1022325	RETIREMENT LOAN PAYMEN	Retirement Loan Payment
PR080120-361	UTAH STATE TAX COMMISSION		8/7/2020	8/7/2020	\$6,705.05			
					6,705.05	1022230	STATE WITHHOLDING PAYAB	State Income Tax
17-115	UTAH STATE TREASURER	81252	8/4/2020	8/4/2020	\$6,718.22			
					6,718.22	1042610	STATE RESTITUTION	JULY
A26840	UTAH VALLEY UNIVERSITY	81176	8/3/2020	8/3/2020	\$25.00			
					25.00	7657230	FIRE - EDUCATION, TRAINING	RED CARD FOR NICHOLIS CU
JORGE GOMEZ	VANGUARD TITLE	81161	7/31/2020	7/31/2020	\$1,000.00			
					1,000.00	4140704-001	NEW CITY HALL - LAND ACQU	EARNEST MONEY FOR JORG
TINA ROYTER P	VANGUARD TITLE	81179	8/4/2020	8/4/2020	\$1,000.00			
					1,000.00	4140704-001	NEW CITY HALL - LAND ACQU	148 S. CENTER STREET - TINA
	<b>Vendor Total:</b>				<b>\$2,000.00</b>			
9859329077	VERIZON WIRELESS	81253	8/10/2020	8/10/2020	\$1,501.00			
					673.25	1054280	TELEPHONE	JULY
					640.16	1054340	CENTRAL DISPATCH FEES	JULY
					80.02	1068280	TELEPHONE	JULY
					107.57	7657280	TELEPHONE	JULY
9859508363	VERIZON WIRELESS	81177	7/31/2020	7/31/2020	\$66.12			
					66.12	1048280	TELEPHONE	ENGINEERING
	<b>Vendor Total:</b>				<b>\$1,567.12</b>			
79362763	WAXIE'S SANITARY SUPPLY	81254	8/10/2020	8/10/2020	\$22,014.76			
					22,014.76	7657247	COVID-19 RELATED EXPENDI	TOUCH FREE PAPER TOWEL
PC-07-28-2020	WOOD, TREVOR	81270	8/13/2020	8/13/2020	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 07-2
PC-08-11-2020	WOOD, TREVOR	81270	8/13/2020	8/13/2020	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 08-1
	<b>Vendor Total:</b>				<b>\$50.00</b>			
SCH72920	WPA ARCHITECTURE, PC	81178	8/3/2020	8/3/2020	\$2,125.00			
					2,125.00	4140704	NEW CITY HALL	ARCHITECTURAL SERVICES -
CASH-081220	ZIONS BANK - CASH	81258	8/12/2020	8/12/2020	\$240.00			
					240.00	6440200	PAGEANT EXPENSES	PAGEANT CASH
CC-JULY2020-A	ZIONS BANK-SANTAQUIN	CC-JULY2020-FY2020	8/13/2020	8/13/2020	\$353.17			
					63.90	1042240	SUPPLIES	AUDIO RECORDING SOFWA
					1.92	1042240	SUPPLIES	AUDIO RECORDING SOFWA
					249.00	1043230	EDUCATION, TRAINING AND T	GFOA CLASS - INTENSIVE GO
					26.35	1043240	SUPPLIES	OVERNIGHT SHIPMENT OF B
					12.00	1043480	EMPLOYEE RECOGNITIONS	BEANS & BREW GIFT CARD F
CC-JULY2020-A	ZIONS BANK-SANTAQUIN	CC-JULY2020-FY2020	8/13/2020	8/13/2020	\$1,312.68			
					85.34	1070310	FIELD MAINTENANCE EXPEN	FIELD MAINTENANCE EQUIP
					-11.85	1070310	FIELD MAINTENANCE EXPEN	REFUND
					936.00	6240316	CAR SHOW	CAR SHOW AWARDS
					32.98	6840400	SNACK SHACK	SNACK SHACK
					35.56	6840400	SNACK SHACK	SNACK SHACK
					11.93	6840400	SNACK SHACK	SNACK SHACK
					222.72	6840807	TUMBLING/GYMNASTICS	TUMBLING T-SHIRTS
CC-JULY2020-B	ZIONS BANK-SANTAQUIN	CC-JULY2020-FY2020	8/13/2020	8/13/2020	\$241.53			
					25.00	1041230	EDUCATION, TRAINING & TRA	LUNCH MEETING WITH MAYO

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					13.94	1041240	SUPPLIES	BATTERIES FOR COUNCIL CH
					34.51	1041240	SUPPLIES	BINDERS - OFFICE SUPPLIES
					7.36	1043480	EMPLOYEE RECOGNITIONS	GIFT FOR GREGG H. AFTER E
					32.15	1051240	SUPPLIES	AMERICAN FLAG - PS BUILDI
					128.57	4340500	SOFTWARE EXPENSE	Software
CC-JULY2020-B	ZIONS BANK-SANTAQUIN	CC-JULY2020-FY2020	8/13/2020	8/13/2020	\$1,281.72			
					7.06	1070310	FIELD MAINTENANCE EXPEN	GAS CAN BREATHERS
					50.00	6140240	BASEBALL SUPPLIES	GIFT CARD FOR VOLUNTEER
					13.47	6140335	MISC SUPPLIES	HOTDOGS FOR BBQ
					250.00	6140690	ESPORTS	XBOX
					157.54	6140700	FUTURE PROGRAMS	XBOX
					26.15	6234100	EASTER EGG EVENT REVEN	TROPHIES FOR ESPORTS
					324.06	6240261	HORSE SHOE CONTEST	HORSE SHOES
					52.30	6240261	HORSE SHOE CONTEST	TROPHIES FOR CONTEST
					401.14	6240620	FUTURE PROGRAMS	XBOX
CC-JULY2020-JA	ZIONS BANK-SANTAQUIN	CC-JULY2020-FY2020	8/13/2020	8/13/2020	\$814.23			
					31.98	1051300	BUILDINGS & GROUND MAIN	PANEL ACCESS FOR COURT
					149.99	5140240	SUPPLIES	KEY CABINET LOCK BOX
					118.62	5140250	EQUIPMENT MAINTENANCE	CABLE FOR LOCATOR
					513.64	5240250	EQUIPMENT MAINTENANCE	PUMP FOR CHEMICAL CLEAN
CC-JULY2020-J	ZIONS BANK-SANTAQUIN	CC-JULY2020-FY2020	8/13/2020	8/13/2020	\$1,630.42			
					60.00	6140240	BASEBALL SUPPLIES	BASEBALL
					16.99	6140310	BALLFIELD MAINTENANCE	TIRE REPAIR
					168.77	6240620	FUTURE PROGRAMS	ORCHARD DAYS - CORNHOLE
					345.85	6240620	FUTURE PROGRAMS	ORCHARD DAYS - CORNHOLE
					320.00	6240620	FUTURE PROGRAMS	FRAUDULENT CHARGES - TO
					68.14	6240620	FUTURE PROGRAMS	ORCHARD DAYS - CORNHOLE
					499.29	6640720	RAP TAX EXPENSE	RAP TAX PROGRAM - SUMME
					40.93	6840808	KIDS CAMPS/EVENTS	YOUTH SUMMER CAMPS
					5.15	6840808	KIDS CAMPS/EVENTS	YOUTH SUMMER CAMPS
					42.86	6840808	KIDS CAMPS/EVENTS	RECREATION EQUIPMENT
					26.80	6840808	KIDS CAMPS/EVENTS	RECREATION EQUIPMENT
					26.80	6840808	KIDS CAMPS/EVENTS	RECREATION EQUIPMENT
					8.84	6840808	KIDS CAMPS/EVENTS	YOUTH SUMMER CAMPS
CC-JULY2020-LY	ZIONS BANK-SANTAQUIN	CC-JULY2020-FY2020	8/13/2020	8/13/2020	\$101.26			
					14.99	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
					12.99	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
					12.99	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
					13.99	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
					13.99	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
					32.31	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
CC-JULY2020-N	ZIONS BANK-SANTAQUIN	CC-JULY2020-FY2020	8/13/2020	8/13/2020	\$59.94			
					29.95	1048230	EDUCATION, TRAINING, TRAV	BUSINESS LUNCH WITH JON,
					29.99	1048240	SUPPLIES	FILTERS FOR FRIDGE IN PW
CC-JULY2020-R	ZIONS BANK-SANTAQUIN	CC-JULY2020-FY2020	8/13/2020	8/13/2020	\$702.49			
					275.00	1022459	POLICE MISC. REVENUE	MAINTENANCE CONTRACT -
					50.00	1054210	BOOKS, SUBSCRIPT, MEMBE	ANNUAL MEMBERSHIP - RMIN
					27.99	1054240	SUPPLIES	SHOES FOR CHEYENNE
					59.58	1054240	SUPPLIES	FINGERPRINT INKPADS
					73.96	1054240	SUPPLIES	UNIFORMS - CHEYENNE
					45.98	1054240	SUPPLIES	UNIFORMS - CHEYENNE
					169.98	1054250	EQUIPMENT MAINTENANCE	EXECUTIVE CHAIR FOR CHIE
CC-JULY2020-R	ZIONS BANK-SANTAQUIN	CC-JULY2020-FY2020	8/13/2020	8/13/2020	\$4,294.91			
					199.98	1051300	BUILDINGS & GROUND MAIN	AED WALL CABINET

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					90.00	7657230	FIRE - EDUCATION, TRAINING	TAYLOR SUTHERLAND IAAI-FI
					24.08	7657240	FIRE - SUPPLIES	FUSES FOR VEHICLES
					70.33	7657240	FIRE - SUPPLIES	ACCIDENTAL PERSONAL CHA
					59.61	7657240	FIRE - SUPPLIES	ACCIDENTAL PERSONAL CHA
					39.96	7657242	EMS - SUPPLIES	USB CHARGING PORTS
					-310.64	7657247	COVID-19 RELATED EXPENDI	REFUND FOR FOGGER
					480.00	7657247	COVID-19 RELATED EXPENDI	FOGGING CHEMICALS
					27.27	7657247	COVID-19 RELATED EXPENDI	LYSOL SPRAY
					427.56	7657247	COVID-19 RELATED EXPENDI	2 FOGGING UNITS
					6.98	7657247	COVID-19 RELATED EXPENDI	FUSES FOR VEHICLES
					719.90	7657247	COVID-19 RELATED EXPENDI	2 FOGGING UNITS
					510.00	7657247	COVID-19 RELATED EXPENDI	SHELVING UNITS FOR STORA
					854.12	7657247	COVID-19 RELATED EXPENDI	4 FOGGING UNITS
					15.29	7657250	FIRE - EQUIPMENT MAINTEN	MAXI FUSE FOR B-141 HOSE
					18.76	7657250	FIRE - EQUIPMENT MAINTEN	VINEGAR FOR HARD WATER
					67.19	7657250	FIRE - EQUIPMENT MAINTEN	GEAR BAGS FOR TOOLS
					78.36	7657250	FIRE - EQUIPMENT MAINTEN	LED HEADLIGHT BULBS
					128.99	7657250	FIRE - EQUIPMENT MAINTEN	HEADLIGHT HOUSING FOR B
					129.00	7657250	FIRE - EQUIPMENT MAINTEN	HANDLES FOR BROKEN TOO
					137.42	7657250	FIRE - EQUIPMENT MAINTEN	FACEPLATES FOR BK RADIOS
					11.10	7657280	TELEPHONE	PREPAID AMBULANCE PHON
					351.00	7657700	WILDLAND FIRE RES EXPEN	MEALS ON GOSHEN CANYON
					150.00	7657700	WILDLAND FIRE RES EXPEN	MEALS ON GOSHEN CANYON
					4.40	7657700	WILDLAND FIRE RES EXPEN	CERTIFIED MAIL OF WILDLAN
					4.25	7657700	WILDLAND FIRE RES EXPEN	CERTIFIED MAIL OF WILDLAN
CC-JULY2020-S	ZIONS BANK-SANTAQUIN	CC-JULY2020-FY2020	8/13/2020	8/13/2020	\$65.00			
					65.00	1041240	SUPPLIES	DINNER FOR COUNCIL WORK
CC-JULY2020-S	ZIONS BANK-SANTAQUIN	CC-JULY2020-FY2020	8/13/2020	8/13/2020	\$303.62			
					187.69	4340500	SOFTWARE EXPENSE	Admin Dropbox
					85.93	7657235	EMS - EDUCATION, TRAINING	DINNER FOR ADVANCE NATIO
					30.00	7657235	EMS - EDUCATION, TRAINING	MIKE WESTWOOD - RECERTI
CC-JULY2020-S	ZIONS BANK-SANTAQUIN	CC-JULY2020-FY2020	8/13/2020	8/13/2020	\$240.91			
					54.45	1041240	SUPPLIES	DINNER FOR COUNCIL WORK
					44.46	1041240	SUPPLIES	DINNER FOR COUNCIL WORK
					100.00	1041610	OTHER SERVICES	VOLUNTEER OF THE MONTH
					16.64	1041670	YOUTH CITY COUNCIL EXPE	DRINKS AND TREATS FOR YC
					17.37	1043240	SUPPLIES	DRINKS AND TREATS FOR YC
					7.99	1043250	EQUIPMENT MAINTENANCE	CARWASH FOR EXPEDITION
CC-JULY2020-W	ZIONS BANK-SANTAQUIN	CC-JULY2020-FY2020	8/13/2020	8/13/2020	\$131.80			
					85.44	1070300	BUILDINGS & GROUNDS MAI	WEEDEATER
					46.36	1070300	BUILDINGS & GROUNDS MAI	EAR PLUGS
<b>Vendor Total:</b>					<b>\$11,533.68</b>			
17 - 2012 P.I. Re	ZIONS FIRST NATIONAL BANK	81261	8/12/2020	8/12/2020	\$476,391.00			
					435,000.00	602511.2	2012 PI Revenue Refunding rep	Principal - 2012 P.I. Revenue Re
					41,391.00	6040820	DEBT SERVICE - INTEREST	Interest - 2012 P.I. Revenue Ref
17-2012 P.I. Rev	ZIONS FIRST NATIONAL BANK	81261	8/12/2020	8/12/2020	\$233.16			
					233.16	6040820	DEBT SERVICE - INTEREST	AGENT FEE LESS CASH ON H
<b>Vendor Total:</b>					<b>\$476,624.16</b>			
<b>Total:</b>					<b>\$1,143,309.79</b>			
					24,323.72	1022210	<b>GL Account Summary</b>	
					11,288.70	1022220	FICA PAYABLE	
					6,705.05	1022230	FEDERAL WITHHOLDING PAY	
							STATE WITHHOLDING PAYAB	

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					4,773.83	1022250	WORKMENS COMPENSATION	
					25,417.55	1022300	RETIREMENT PAYABLE	
					615.64	1022325	RETIREMENT LOAN PAYMEN	
					986.00	1022350	UTILITIES PAYABLE	
					215.54	1022420	GARNISHMENTS	
					162.00	1022425	FOP DUES	
					13,444.27	1022430	COURT FINES AND FORFEITU	
					112,018.43	1022450-024	(WNTY) [B] FOOTHILL VILLAG	
					22,309.35	1022450-025	(INSP) [B] FOOTHILL VILLAGE	
					115,956.44	1022450-076	(WNTY) [G] STONE HOLLOW	
					10,840.81	1022450-077	(INSP) [G] STONE HOLLOW	
					29,553.18	1022450-085	(INSP) [C] FOOTHILL VILLAGE	
					275.00	1022459	POLICE MISC. REVENUE	
					2,178.05	1022502	FSA	
					2,951.73	1022504	LIFE/ADD	
					190.40	1022506	EAP	
					8,573.46	1022530	STREET LIGHTS (NEW DEVEL	
					720.75	1022531	STREET SIGNS (NEW DEVEL	
					16,175.99	1032210	BUILDING PERMITS	
					25.00	1041230	EDUCATION, TRAINING & TRA	
					462.49	1041240	SUPPLIES	
					22.51	1041280	TELEPHONE	
					100.00	1041610	OTHER SERVICES	
					16.64	1041670	YOUTH CITY COUNCIL EXPE	
					65.82	1042240	SUPPLIES	
					50.00	1042310	PROFESSIONAL & TECHNICA	
					3,891.64	1042331	LEGAL	
					6,718.22	1042610	STATE RESTITUTION	
					249.00	1043230	EDUCATION, TRAINING AND T	
					239.51	1043240	SUPPLIES	
					7.99	1043250	EQUIPMENT MAINTENANCE	
					248.03	1043310	PROFESSIONAL & TECHNICA	
					2,177.40	1043331	LEGAL	
					219.36	1043480	EMPLOYEE RECOGNITIONS	
					1,800.66	1043510	INSURANCE AND BONDS	
					29.95	1048230	EDUCATION, TRAINING, TRAV	
					29.99	1048240	SUPPLIES	
					66.12	1048280	TELEPHONE	
					64.00	1048310	PROFESSIONAL & TECHNICA	
					32.15	1051240	SUPPLIES	
					3,899.38	1051270	UTILITIES	
					581.96	1051300	BUILDINGS & GROUND MAIN	
					202.72	1054131	UNEMPLOYMENT EXPENSE	
					50.00	1054210	BOOKS, SUBSCRIPT, MEMBE	
					150.00	1054230	EDUCATION, TRAINING & TRA	
					295.32	1054240	SUPPLIES	
					863.01	1054250	EQUIPMENT MAINTENANCE	
					673.25	1054280	TELEPHONE	
					295.00	1054311	PROFESSIONAL & TECHNICA	
					640.16	1054340	CENTRAL DISPATCH FEES	
					208.83	1060240	SUPPLIES	
					94.79	1060250	EQUIPMENT MAINTENANCE	
					29.64	1060270	UTILITIES - STREET LIGHTS	
					7.49	1060280	TELEPHONE	
					7.49	1062280	TELEPHONE	
					31,472.13	1062311	WASTE PICKUP CHARGES	
					3,180.15	1062312	RECYCLING PICKUP CHARGE	

**SANTAQUIN CITY CORPORATION**  
**Invoice Register - 7/31/2020 to 8/14/2020 - All Invoices**

8/17/2020

<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>
					3,296.63	1062480	CLOSE LANDFILL	
					147.47	1068280	TELEPHONE	
					17,370.66	1070270	UTILITIES	
					7.49	1070280	TELEPHONE	
					1,080.44	1070300	BUILDINGS & GROUNDS MAI	
					80.55	1070310	FIELD MAINTENANCE EXPEN	
					7.49	1077280	TELEPHONE	
					1,267.91	1077300	BUILDINGS & GROUND MAIN	
					22.49	1078280	TELEPHONE	
					200.00	1078310	PROFESSIONAL & TECHNICA	
					<b>492,324.82</b>		<b>Total</b>	
					2,125.00	4140704	NEW CITY HALL	
					2,000.00	4140704-001	NEW CITY HALL - LAND ACQU	
					25,000.00	4140819	EXIT 242 VISION PLANNING	
					<b>29,125.00</b>		<b>Total</b>	
					1,170.00	4340113	WEBSITE CONTENT MGT - PE	
					685.43	4340300	COPIER CONTRACT	
					316.26	4340500	SOFTWARE EXPENSE	
					2,125.00	4340613	FIRE DEPARTMENT SOFTWA	
					<b>4,296.69</b>		<b>Total</b>	
					140.78	5113110	ACCOUNTS RECEIVABLE	
					211.11	5140210	BOOKS, SUBSCRIPTIONS & M	
					12,162.53	5140240	SUPPLIES	
					118.62	5140250	EQUIPMENT MAINTENANCE	
					18,505.17	5140273	UTILITIES	
					7.49	5140280	TELEPHONE	
					100.00	5140310	PROFESSIONAL & TECHNICA	
					<b>31,245.70</b>		<b>Total</b>	
					2,142.13	5240240	SUPPLIES	
					5,557.97	5240250	EQUIPMENT MAINTENANCE	
					8,902.50	5240270	UTILITIES	
					7.49	5240280	TELEPHONE	
					1,483.50	5240325	SEWER LINE CLEANOUT EXP	
					171.22	5240520	WRF - SUPPLIES	
					<b>18,264.81</b>		<b>Total</b>	
					645.57	5440240	SUPPLIES	
					977.55	5440253	WATER ASSESSMENTS	
					21,268.26	5440273	UTILITIES	
					<b>22,891.38</b>		<b>Total</b>	
					8,015.92	5540730	CAPITAL FACILITY PLAN UPD	
					602.50	5940751	HIGHLAND DRIVE (FOOTHILL	
					435,000.00	602511.2	2012 PI Revenue Refunding rep	
					3,780.99	6040730	CAPITAL FACILITY PLAN UPD	
					41,624.16	6040820	DEBT SERVICE - INTEREST	
					<b>480,405.15</b>		<b>Total</b>	
					199.99	6140240	BASEBALL SUPPLIES	
					1,696.78	6140310	BALLFIELD MAINTENANCE	
					21.43	6140335	MISC SUPPLIES	

**SANTAQUIN CITY CORPORATION**  
**Invoice Register - 7/31/2020 to 8/14/2020 - All Invoices**

8/17/2020

<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>
					250.00	6140690	ESPORTS	
					157.54	6140700	FUTURE PROGRAMS	
					<b>2,325.74</b>		<b>Total</b>	
					26.15	6234100	EASTER EGG EVENT REVEN	
					376.36	6240261	HORSE SHOE CONTEST	
					936.00	6240316	CAR SHOW	
					59.13	6240320	ACTIVITIES IN THE PARK	
					1,303.90	6240620	FUTURE PROGRAMS	
					<b>2,701.54</b>		<b>Total</b>	
					300.00	6340220	NOTICES, ORDINANCES, PUB	
					94.84	6340240	SUPPLIES	
					<b>394.84</b>		<b>Total</b>	
					240.00	6440200	PAGEANT EXPENSES	
					2,325.00	6440300	MISS SANTAQUIN SCHOLARS	
					<b>2,565.00</b>		<b>Total</b>	
					3,974.57	6640720	RAP TAX EXPENSE	
					60.00	6740210	BOOKS, SUBSCRIPTIONS, &	
					80.47	6840400	SNACK SHACK	
					222.72	6840807	TUMBLING/GYMNASTICS	
					151.38	6840808	KIDS CAMPS/EVENTS	
					<b>454.57</b>		<b>Total</b>	
					101.26	7240210	BOOKS, SUBSCRIPTIONS & M	
					15.99	7240240	SUPPLIES	
					<b>117.25</b>		<b>Total</b>	
					115.00	7657230	FIRE - EDUCATION, TRAINING	
					115.93	7657235	EMS - EDUCATION, TRAINING	
					154.02	7657240	FIRE - SUPPLIES	
					926.23	7657242	EMS - SUPPLIES	
					38,940.93	7657247	COVID-19 RELATED EXPENDI	
					2,656.00	7657250	FIRE - EQUIPMENT MAINTEN	
					118.67	7657280	TELEPHONE	
					517.53	7657700	WILDLAND FIRE RES EXPEN	
					<b>43,544.31</b>		<b>Total</b>	
					<b>\$1,143,309.79</b>		<b>GL Account Summary Total</b>	



## **RESOLUTION 08-05-2020**

### **A RESOLUTION APPROVING A RE-CONVEYANCE OF PROPERTY TO CJM PROPERTY**

**WHEREAS**, on March 18, 2014, Santaquin City Council approved Resolution 03-04-2014, “A Resolution Approving an Agreement for the Exchange of Right of Way Along Orchard Lane and 500 East” in which CJM Limited Liability Partnership (CJM), traded property (on a 1:1 ratio) with Santaquin City with the expectation that the property would be used to facilitate the anticipated construction of 500 East Street (which had an anticipated “Right Turn Only In” and “Right Turn Only Out” from US-6 Main Street); and

**WHEREAS**, on October 1, 2019, Santaquin City Council approved Resolution 10-04-2019, “A Resolution Approving a Development Agreement with CJM Limited Liability Partnership Regarding the Orchard Lane Commercial Development Area” in which additional property was traded with Santaquin City in which additional property was exchanged to facilitate the overall commercial development and in which CJM dedicated 14,759 SF more property to Santaquin City than was dedicated by Santaquin City to CJM; and

**WHEREAS**, Santaquin City was successful in obtaining approval from Federal Highways and the Utah Department of Transportation for a “Right Turn Only In” access off of US-6 Main Street on to 500 East, however, the City was unsuccessful in obtaining approval for a “Right Turn Only Out”, which has resulted in an unused parcel of approximately 30’ x 150’ or total area of 4500 SF; and

**WHEREAS**, due to its small size, which is considered unbuildable, and due to the City’s inability to use said property for Right of Way, retaining said parcel presents no value to Santaquin City; and

**WHEREAS**, the sale and conveyance of said parcel (4500 SF of the 14,759 SF Overage) back to CJM property will result in the ability for CJM to enhance the development of their property resulting in additional property taxes, sales taxes, job creation, to the City while also reducing a maintenance liability; and



**WHEREAS**, CJM is willing to pay for the purchase of said property to cover all legal, engineering and recordation costs and to provide overall value to Santaquin City for said property;

**NOW THEREFORE**, be it resolved by the Santaquin City Council to approve the re-conveyance of the property identified in the attached to CJM:

**ADOPTED AND PASSED** by the City Council of the City of Santaquin, Utah this 18<sup>th</sup> day of August, 2020.

CITY OF SANTAQUIN

---

Kirk F. Hunsaker, Mayor

Attest:

---

K. Aaron Shirley, City Recorder

When Recorded, Mail To:  
Brett B. Rich  
NIELSEN & SENIOR  
1145 South 800 East, Suite 110  
Orem, UT 84097

## QUIT-CLAIM DEED

SANTAQUIN CITY, a political subdivision of the state of Utah, as Grantor, hereby quit-claims to CJM Limited Liability Limited Partnership, an Idaho limited partnership, as Grantee, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, that real property, together with all improvements thereon, situated in Utah County, Utah, depicted in Exhibit A hereto and more fully described as follows:

Tax ID No. 32:003:0104 (portion only)

A portion of a parcel of land for public right-of-way that is being vacated. Said parcel is situated in the North East Quarter of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian. Said portion is described as follows: Beginning at a point located on the north right-of-way of State Highway 6 (Santaquin Main Street), which point is South 00°30'42" East 2561.97 feet along the quarter section line and North 89°29'18" East 497.19 feet from the North Quarter Corner of said Section 1; thence North 0°10'3" East 115 feet; thence South 89°41'02" East 31 feet; thence South 0°10'03" East 115 feet to the north right-of-way of said State Highway 6; thence North 89°41'02" West 31 along said right-of-way to the point of beginning.

The above described parcel contains 3,565 square feet or 0.082 acres in area more or less.

WITNESS the hand of said Grantor, this \_\_\_\_ day of \_\_\_\_\_, 2020.

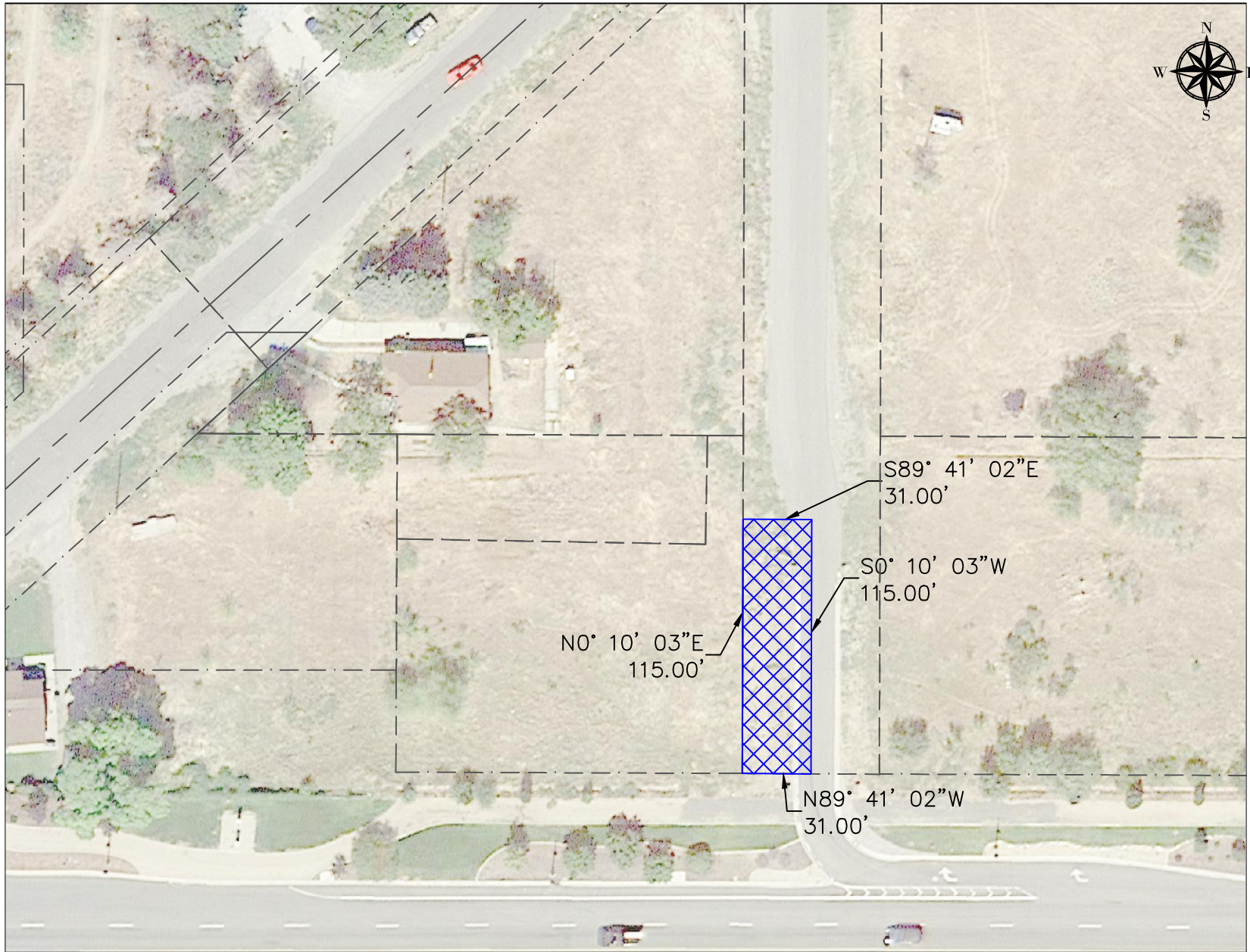
SANTAQUIN CITY

\_\_\_\_\_  
Kirk F. Hunsaker, Mayor

STATE OF UTAH                    )  
  :ss  
COUNTY OF UTAH                )

On the \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me Kirk F. Hunsaker, who being duly sworn, stated that he is the Mayor of Santaquin City, Utah, that he is authorized to execute the within instrument on behalf of Grantor, and who then executed the same.

\_\_\_\_\_  
NOTARY PUBLIC





[www.wpa-architecture.com](http://www.wpa-architecture.com)

August 7, 2020

Ben Reeves, ICMA-CM  
City Manager  
Santaquin City  
275 West Main Street  
Santaquin, Utah 84655  
Email: [breeves@santaquin.org](mailto:breeves@santaquin.org)

Proposal for Architectural Services  
Architectural Design and Engineering for  
Santaquin City Hall

Ben,

WPA Architecture appreciates your invitation to work with Santaquin City on the design of a new City Hall for the City. We are pleased that Santaquin is taking the steps to construct this building which will serve the citizens and those doing business with the City. We realize the need to design facilities which will meet the City's budget and are economical to maintain without becoming a financial burden to the citizens.

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## SCOPE of WORK

WPA and the project team will prepare the necessary architectural and engineering drawings which meet the City's requirements, expectations, and the scope of the project. Based on our previous discussions and visits to the site, our understanding of the project scope is as follows:

- The proposed site for the new City Hall will be somewhere on the block of the Chieftain Museum, located between Main Street to 100 West and 100 South to 200 South.
- The estimated square footage of the building is 32,000 sq. ft. of enclosed building structure with 16,000 to 20,000 sq. ft. of finished space.
- The main part of the building will include a first and second floor of approximately 8,000 sq. ft. each. The first floor will be completely finished while the second floor will be partially finished. There will also be an unfinished basement of about 8,000 sq. ft.
- The secondary part of the building will house a Community / Sr. Citizens' Center of approximately 4,000 sq. ft. on the main level. There will be an unfinished basement of about the same square footage.
- The main part of the building will have floor-to-floor heights of approximately 12 feet with about 9 feet high ceilings. The concrete basement walls will be about 10 feet high.
- The Community / Sr. Citizens' Center will have bearing walls of approximately 14 to 15 feet with 10 feet high basement walls.
- Footings and foundation will be formed with steel reinforced concrete.
- The main and upper floors may be constructed using wood framing for walls, floors and roof structure with some steel columns and beams as required to accommodate larger spans and loads.
- The majority of the flooring will be carpet with some areas of ceramic tile or vinyl flooring.
- Walls will be covered with gypsum board and painted with some wall coverings. Ceilings will be a combination of lay-in acoustical tile and painted drywall.
- Most walls between offices will be filled with batt insulation for acoustical purposes.
- Larger rooms such as the Council Chambers and Community Center will have acoustical treatments on the walls and ceilings.

- The exterior walls will be finished with masonry units of brick, stone or concrete. Other possible wall finishes may include stucco or cementitious siding.
- Windows will be aluminum framed units with architectural finish.
- Fascias and soffits may have prefinished metal formed over wood framing or stucco over expanded polystyrene forms.
- Roofing covering will be architectural grade asphalt shingles and/or ribbed metal roofing.
- The HVAC system may include forced air, gas fired furnaces with coils connected to exterior condensers or VRF systems. The control system for the HVAC will provide for energy efficiency.
- The plumbing supply systems will include piping of proper materials in the walls and above ceilings. Gas fired water heaters. Water saving fixtures of commercial quality.
- The Community / Sr. Citizens' Center will have a Warming Kitchen for serving catered foods, as well as an adjoining Commercial Kitchen for full preparation and serving of meals.
- The fire suppression system will be a water-based system.
- Electrical will include a commercial power distribution system in conduits with high quality devices. LED interior and exterior light fixtures. Lighting in the Council Chambers will accommodate meeting broadcasts.
- Raceways and J-boxes will be provided for information, communication and access control systems
- Code required emergency lighting and fire alarm systems will also be provided.
- The Council Chambers room will be equipped with cameras, microphones and control console for broadcasting of meetings on the internet. There will also be an amplified public address system.
- The Community / Sr. Citizens' Center will have an amplified public address system.
- The selected site will be relatively flat. Demolition of any structures, if necessary, will be done by the Owner.
- All necessary utilities, such as water, sewer, pressurized irrigation, natural gas, electrical power, communications, etc. are located in the adjacent street(s) and will be extended to the building.
- Concrete flatwork will include sidewalks, driveways, curbs, and gutters, according to Santaquin City Standards.
- The parking lot and roadways will be asphalt paving over compacted road base according to Santaquin City Standards.
- Landscaping shall include, turf, shrubs and trees, suitable for location. Irrigation system shall be water efficient with sprinklers and drip systems.
- It is our understanding that during an early phase of the project, Santaquin City will secure the services for a Construction Manager / General Contractor (CMGC). This CMGC contractor will become part of the Project Team and will assist with cost estimating, constructability reviews, selection of materials and other decisions related to the project design. This contractor will go on to construct the building. WPA welcomes this process.

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## SERVICES PROVIDED

WPA Architecture will provide the following services on this project:

### **Schematic Design Phase (SD):**

Services for the Schematic Design Phase (SD), normally include:

- Consulting with Owner's project team to confirm the project goals and requirements, verify and/or modifying the layout of the project as required.
- Preparation of schematic design drawings, such as floor plans, exterior elevations and building sections which illustrate the concepts of the room layout, exterior appearance, spatial relationships, design, scale and form for the Owner to review.
- Site layout and civil engineering to meet City engineering standards.
- Requirements of the local DRC Committee and Building Official will be reviewed and incorporated into the design of the building and site.



**Design Development Phase (DD):**

During the Design Development Phase, we will:

- Consult regularly with the project team in DD progress meetings.
- Use the Schematic Design Phase documents previously prepared to further develop DD drawings and other documents which describe the size and character of the project as to architectural, and structural systems, materials and such other elements as may be appropriate.
- Deliverables will typically include a site plan, floor plan, exterior elevations, building sections, and construction details (roof, ceiling plans, etc.). Preliminary Structural, Mechanical and Electrical plans will also be provided at this stage.

**Construction Documentation Phase (CD):**

Using the approved design developed during the previous phases, WPA will:

- Develop Construction Documents providing the additional detail required for review and approval of Santaquin City, for bidding by the General Contractor, and for construction.
- This phase lays out construction details for the architectural, civil, structural, mechanical and electrical systems. Other details such as material types and specific indications of finish materials will be included.
- A project manual with the required construction specifications for the project will be provided. The specifications indicating requirements of each material to be included.
- Deliverables typically include a site plan, floor plan, exterior elevations, building sections, roof plan, construction types, finish schedules, door schedule, window schedule, and other associated details.
- Complete structural, mechanical & electrical drawings, including plans, schedules, and details will be provided. Minor site improvements required will be included on the architectural site plans.
- Complete Construction Documents will be provided to the City Building Official and other Authorities-Having-Jurisdiction for their review and issuance of permits for construction.

**Bidding & Negotiation Phase (B/N):**

The Bidding Phase includes assisting the Owner and CMGC contractor with the bidding process, including:

- Answering questions during bidding.
- Preparing addenda (if required).
- Bid Review and recommendations.

**Construction Phase (CA):**

The Construction Phase includes assisting the Owner as follows:

- Attend regular construction meetings and perform site observations to assist the Owner in confirming the work is in general conformance with the CDs.
- Review the Contractor's shop drawings and submittals.
- Answer Contractor questions, including Requests for Information (RFI's) and preparing any Proposal Requests and Change Orders, if required.
- Project Closeout to include review of completed construction work for general conformance to the Contract Documents, preparation of punch list(s), review of Operations & Maintenance manuals, including required warranties, and creation of Record Documents for Rocky Ridge Town to use for maintenance of the building.

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**COMPENSATION**

Based upon the scope of work outlined above and a projected budget of \$5,000,000.00, we propose to be compensated with a fixed fee of **\$304,900.00**. If the budget is increased, we proposed that our fee be increased by 5,90% for any increase over \$100,000.00.

Please see the attached document from Utah DFCM titled, "Division of Facilities Construction and Management, Architect/Engineer High Performance Building Fees." This document indicates how the architectural fee are calculated for State projects and is used throughout the State of Utah as an industry stand for architectural. You will note that we have highlighted the values used in calculating the proposed fee and marked up how our fee has been calculated.

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## PAYMENT FOR SERVICES

Payment of fees that are outlined in the letter of proposal will be made monthly, based on the time involved by our employees and/or the percentage of completion for the phase of work. Monthly payments will be due (30) thirty days following each invoice date. Past due accounts are subject to a service charge of 1.5% per month, beginning on the past due date.

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## EXCLUSIONS

The following services are not included in the scope of services:

- Design and documents related to the demolition of any existing structures at the selected project site.
- Environmental Assessments including Asbestos Evaluation and Abatement.
- Fire Suppression Engineering and Design. (A performance specification will be included for the Fire Protection Contractor to prepare Design-Build documents for approval by the local Fire Marshal and for construction)
- Design of furniture systems.
- Reimbursables such as document reproduction.

Reimbursable costs for items not included in this fee are outlined in the attached "Standard Terms and Conditions."

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## PROPOSED PROJECT TEAM

WPA Architecture proposes to work with the following team of consultants to assist with this project:

- Civil Engineer: Northern Engineering (Including site survey)
- Geotechnical Engineer RB&G Engineering
- Landscape Architect PKJ Design
- Structural Engineer: Dynamic Structures
- Mechanical Engineer: WHW Engineering
- Electrical Engineer: BNA Consulting (including AV design and the services of their Acoustical engineer)

We have chosen this team of consultants due to their experience with similar projects of the size/scope of this project and because of our previous experience working with them.

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## FORM of AGREEMENT

If this is acceptable to you, please notify us immediately and we will finalize the formal agreement for review by your legal counsel and signature by your mayor. If there needs to be adjustments or corrections, please let us know right away and we will make those changes before we complete the formal agreement.

The formal agreement we propose to use is **AIA Document B101, "Standard Form of Agreement between Owner and Architect," 2007 Edition**, which includes a limit of liability clause.

We hope you find this proposal acceptable and look forward to continuing our working relationship on this and any future projects.

If you have any questions or concerns, please contact us at 801.374.0800.

Sincerely,

  
\_\_\_\_\_  
Ronald B. Jones, Principal  
WPA Architecture

## STANDARD TERMS + CONDITIONS

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### GENERAL

The Architect intends to render their services under this Agreement in accordance with generally accepted practices for the intended use of the Project and make no other warranty either express or implied. The Architect's services are intended for the Client's sole use and benefit and solely for the Client's use on the Project. Except as agreed to in writing, the Architect's services and work product shall not be used or relied on by any other person or entity, or for any purpose following Substantial Completion of the Project. The Architect's services shall be provided consistent with and limited to the Standard of Care applicable to such services, which is that the Architect shall provide its services consistent with the professional skill and care ordinarily provided by Architects practicing in the same or similar locality under the same or similar circumstances. The Architect's services shall be limited to those expressly set forth above, and the Architect shall have no other obligations or responsibilities for the Project except as agreed to in writing or as provided in this Agreement. This Agreement and all obligations described herein are intended for the sole benefit of the Parties and are not intended to create any third-party rights or benefits. The Architect shall seek to comply with Building Codes applicable to the Project as is consistent with the professional standard of care and may seek and rely on the direction and input of public officials and others in doing so.

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### AUTHORIZATION to PROCEED

The execution of this Agreement by Client and Architect shall be deemed authorization for Architects to proceed to perform the services provided for in this Agreement. The Client guarantees full and free access for the Architects to enter upon all property required for the performance of the Architect's services under this Agreement.

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### REIMBURSABLE COSTS

Reimbursable costs, including reproduction expenses for copies and prints, postage or shipping costs including overnight or other mailings, and electronic storage (CD, DVD, etc) will be billed in addition to the hourly rates.

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### ADDITIONAL SERVICES

If modifications are requested by the client on approved work or if the scope of work changes considerably from what is outlined in this letter, WPA Architecture and its Consultants reserves the right to bill for the additional services at the following hourly rates or for a pre-approved addition to the fixed fee amount:

Hourly Rates	
Expert Witness	\$ 175.00/HR
Principal Architects	\$ 130.00/HR
Licensed Architects	\$ 100.00/HR
Intern Architect / Project Manager I	\$ 90.00/HR
Project Manager II	\$ 80.00/HR
CADD Operators / Drafter	\$ 75.00/HR
Clerical	\$ 50.00/HR



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## **RE - USE of DOCUMENTS**

All documents including Drawings, Specifications, and Electronic Data Files prepared or furnished by Architect pursuant to this Agreement are instruments of service in respect of the Project and Architect shall retain an ownership and property interest therein whether or not the Project is completed. Any reuse without written authorization or adaptation by Architect for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Architect and Client shall indemnify and hold harmless Architect from all claims, damages, losses, and expenses arising out of or resulting therefrom.

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## **DELEGATION of DUTIES**

The Client shall not delegate, assign, sublet, or transfer his duties or interest in this Agreement without the written consent of the Architect.

---

## **MAINTENANCE / OBSERVATION**

All construction projects require observation and maintenance following completion. Operation, observation, and maintenance are the sole responsibility of the Client and the Architect shall have no responsibility for any failures by the Client or others to properly operate, observe, or maintain the Project.

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## **LIMIT of LIABILITY**

The Client understands and agrees that Design Professional's services pose certain risks for both the Design Professionals and Client. Further, the Design Professional's fees for the services reflect the Client's agreement to limit the Design Professional's liability as described herein. The client specifically acknowledges and agrees that but for this promise to limit the Design Professional's liability, the Design Professional's fees should be significantly higher to accommodate such risks. In reliance to the foregoing, the client specifically agrees that, to the fullest extent permitted by law, the Design Professional, and its Architects, partners, agents and employees, shall not be liable to the Client, whether jointly, severally or individually; for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to Design Professional's negligence, errors, omissions, strict liability, or breach of contract in excess of the compensation paid to the Design Professional under this Agreement, or in excess of the sum of \$100,000, whichever is greater (the "Liability Limit"), as a result of any act or omission not amounting to a willful or intentional wrong.

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## **CONSEQUENTIAL DAMAGES**

Notwithstanding anything to the contrary elsewhere in this Agreement or provided for under any applicable Law, no party shall, in any event, be liable to any other Person, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages of such other Person, including loss of future revenue, income or profits, diminution of value or loss of business reputation or opportunity relating to the breach or alleged breach hereof, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.

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## MEDIATION

In an effort to resolve any conflicts that arise from the performance of the Architect's services under this agreement, the Client and the Architect agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation.

The Client and the Architect further agree to include a similar mediation provision in all agreements with independent contractors and Architects retained for the Project and to require all independent contractors and Architects also to include a similar mediation provision in all agreements with their subcontractors, sub-Architects, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

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## TERMINATION

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Architect for all services rendered and all reimbursable costs incurred by the Architect up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Architect not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Architect's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the Architect, the Client shall pay the Architect, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Architect in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

**DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT**  
**ARCHITECTURAL/ENGINEER/HIGH PERFORMANCE BUILDING FEES**  
**EFFECTIVE DATE: December 12, 2017 (Latest Edition)**

**I. PURPOSE**

To provide a standard for a reasonable A/E/HPBS consultant fee structure on State of Utah projects

**II. BACKGROUND**

The State Procurement Code requires that contract architects, engineers, other consultants and surveyors be selected using one of the processes in the Procurement Code, but that the initial selection be based on qualifications and not be based on the lowest fee. Once the selection is made by a lawful process, the fee can be considered and negotiated. However, a standard is required to ensure that reasonable and consistent fees are paid for awarded work, and therefore, this document shall serve as the definitive guide for determining such fees. This policy updates earlier standards with additional clarity.

**III. POLICY**

DFCM Project Managers shall employ this standard for the negotiation of Architectural/Engineering/HPBS Consultant Fees. Any exception to this standard can only be obtained by written approval of the DFCM Director or the Director's designee.

**IV. PROCEDURES**

- A. The fee should be established with the individual project size and complexities in mind.
- B. An individual project may have complexities due to the inherent nature of the project type, due to complexity of consultants services required and/or due to complexities of the scope of the project.
- C. The fee schedules represent the maximum allowable fee for basic services on a typical project type. Complexity of consultant is negotiated on a case by case basis and requires a separate fee proposal for each consultant. Complexity of scope is a reasonable fee negotiated on a case by case basis.
- D. Basic Services include the design work that is customary on a typical project to take an established building program, site, and budget, and then develop the architectural design, engineer the building systems, produce construction documents, and perform construction administration for a single phase project. Basic Services include the design services customary on every project such as architectural, structural, civil, mechanical, and electrical engineering services.

There are also typically three additional consultants hired by DFCM to ensure the State's building performance standards are met: Energy Engineer (EnE), Building Envelop Commissioning Agent (BECxA) and a Building System Commissioning Agent (CxA). These will be referred to as the High Performance Building Standard (HPBS) Consultants, although the CxA is required by current building code.

- E. Basic Services for Civil Engineering on an Architectural Project shall be limited to the following: site planning including layout of site features, building position, preliminary grading, location of paving for walkways, driveways and parking, and fencing locations. Also included are the normal connections required to service the building such as water, drainage, and sanitary systems, if applicable.
- F. Renovation: Complexity modifier for renovation is intended for Capital Development Projects only. The fee schedule for the HPBS consultants applies to renovations.
- G. Not included in the Basic Services are amounts to cover Direct and Reimbursable costs such as printing and travel. These costs are reimbursed at 105% of cost; travel will be determined as per State Travel Guidelines. Travel from servicing office location to the site less than 100 miles is included in the basic fee.
- H. Instructions for determining fee: determine if the project is Architectural or Engineering; by use of building type determine which schedule to use; using the proper budget range and schedule type find the basic fee percentage. The basic fee is then determined by multiplying the construction budget by the scheduled percentage. The total fee is then determined by combining the basic services fee, with the complexity of consultant fee and complexity of scope fee. Complexity of consultant and complexity of scope is intended for Development projects only.
- I. Basic Services will vary from project to project. The following is an example of a typical project distribution as a percentage of the fee. The distribution will be determined on a project by project basis by the Prime Firm:
  - Architectural 60%
  - Mechanical 15%
  - Structural 12%
  - Electrical 10%
  - Civil 3%
- J. The HPBS consultants are hired directly by the building owner, often DFCM, but occasionally another state agency such as a College or University. Typical total fee for the three consultants will equal between .6 – 2% of the project's construction budget.

K. DFCM may elect to post a maximum allowable fee when soliciting for a project.

**V. PERFORMANCE RATING**

An A-E-HPBS consultant Performance rating for a project shall be determined by an average of all the evaluation period scores and will then be converted to a 1-5 point rating scale.

Example: 90 point average for all evaluation periods would receive a past performance rating of 4.5.

## SCHEDULE OF ARCHITECTURAL PROJECT COMPLEXITY

Schedule - A	Schedule - B	Schedule - C	Schedule - D	Schedule - E
<i>Considerably Less Than Average</i>	<i>Less Than Average Complexity</i>	<i>Average Complexity</i>	<i>More Than Average Complexity</i>	<i>Considerably More Than Average</i>
<ol style="list-style-type: none"> <li>1. Farm Structures</li> <li>2. Garages</li> <li>3. Parking Structures</li> <li>4. Residential Housing</li> <li>5. Warehouses</li> <li>6. Capital Improvement Roofing Projects</li> </ol>	<ol style="list-style-type: none"> <li>1. Complex Parking Structures</li> <li>2. Liquor Stores</li> <li>3. Office Buildings</li> <li>4. Shop &amp; Maintenance Facility</li> <li>5. Student Housing</li> <li>6. Visitor Centers</li> </ol>	<ol style="list-style-type: none"> <li>1. Armories</li> <li>2. Care Facilities</li> <li>3. Classroom Buildings</li> <li>4. Clinics</li> <li>5. General Teaching Spaces</li> <li>6. Gymnasias</li> <li>7. Laundry</li> <li>8. Medical Offices</li> <li>9. Mixed-Use Housing</li> <li>10. Nursing Homes</li> <li>11. Public Safety Admin.</li> <li>12. Strength/Fitness Ctr.</li> <li>13. Capital Improvement Projects</li> </ol>	<ol style="list-style-type: none"> <li>1. Adult or Youth Detention</li> <li>2. Auditoriums - no stage</li> <li>3. Complex Classroom Bldgs.</li> <li>4. Computer Facilities</li> <li>5. Court Facilities</li> <li>6. Dining Facilities</li> <li>7. Libraries</li> <li>8. Medical Clinics</li> <li>9. Medical Schools</li> <li>10. Performing Arts</li> <li>11. Recreation Facilities</li> <li>12. Skilled Nursing</li> <li>13. Specialty Schools</li> <li>14. Theaters - no stage</li> </ol>	<ol style="list-style-type: none"> <li>1. Auditorium - w/Stage</li> <li>2. Emergency Ops Center</li> <li>3. Engineering Research</li> <li>4. Fish Hatcheries</li> <li>5. Hospitals</li> <li>6. Medical Research</li> <li>7. Mental Health Facilities</li> <li>8. Museums</li> <li>9. Prison Facilities</li> <li>10. Scientific Research</li> <li>11. Stadiums</li> <li>12. Teaching Labs</li> <li>13. Theater - w/Stage</li> <li>14. Veterinarian Facilities</li> </ol>
Complexity of Scope	Complexity of Consultant			
<ol style="list-style-type: none"> <li>1. Additional Energy Measures</li> <li>2. Complex Engineering</li> <li>3. Complex Site Conditions</li> <li>4. Historical Renovation</li> <li>5. LEED Certification</li> <li>6. Multiple Bid Packages</li> <li>7. Photo-realistic Rendering</li> <li>8. Schedule Acceleration</li> <li>9. Seismic Upgrade</li> <li>10. Travel</li> </ol>	<ol style="list-style-type: none"> <li>1. Acoustical Branding</li> <li>2. Cost Consultant</li> <li>3. Elevator Feasibility Studies</li> </ol>	<ol style="list-style-type: none"> <li>1. FF&amp;E Design</li> <li>2. Geotechnical Surveys</li> <li>3. Haz Mat</li> <li>4. Kitchen</li> <li>5. Lab Consultants</li> </ol>	<ol style="list-style-type: none"> <li>1. Landscape Master Planning</li> <li>2. Programming</li> <li>3. Scheduling Consultant</li> <li>4. Security</li> </ol>	<ol style="list-style-type: none"> <li>1. Site Surveys</li> <li>2. Specialty Consultants</li> <li>3. Traffic Consultant</li> <li>4. Seismic Study</li> </ol>

Complexity of consultant and complexity of scope is intended for Development projects only.

### Architectural Project Design Fee Schedule

Budget is Above	Complexity Classification				
	A	B	C	D	E
\$0	9.00%	9.54%	10.08%	10.62%	11.25%
\$50,000	8.55%	9.09%	9.63%	10.17%	10.80%
\$100,000	8.28%	8.82%	9.36%	9.90%	10.53%
\$150,000	8.01%	8.55%	9.09%	9.63%	10.26%
\$200,000	7.74%	8.28%	8.82%	9.36%	9.99%
\$300,000	7.47%	8.01%	8.55%	9.09%	9.72%
\$500,000	7.20%	7.74%	8.28%	8.82%	9.45%
\$750,000	6.93%	7.47%	8.01%	8.55%	9.18%
\$1,000,000	6.66%	7.20%	7.74%	8.28%	8.91%
\$1,500,000	6.39%	6.93%	7.47%	8.01%	8.64%
\$2,000,000	6.12%	6.66%	7.20%	7.74%	8.37%
\$3,000,000	5.94%	6.48%	7.02%	7.56%	8.19%
\$4,000,000	5.76%	6.30%	6.84%	7.38%	8.01%
\$5,000,000	5.58%	6.12%	6.66%	7.20%	7.83%
\$8,000,000	5.40%	5.94%	6.48%	7.02%	7.65%
\$12,000,000	5.13%	5.58%	6.03%	6.48%	6.93%
\$15,000,000	4.95%	5.40%	5.85%	6.30%	6.75%
\$20,000,000	4.77%	5.22%	5.67%	6.12%	6.57%
\$25,000,000	4.68%	5.13%	5.58%	6.03%	6.48%
\$30,000,000	4.59%	5.04%	5.49%	5.94%	6.39%
\$35,000,000	4.50%	4.95%	5.40%	5.85%	6.30%
\$40,000,000	4.41%	4.86%	5.31%	5.76%	6.21%
\$50,000,000	4.32%	4.77%	5.22%	5.67%	6.12%
Renovation	0.50%	0.65%	0.75%	0.85%	1.0%

Reduce to  
5.85% - 6.05%

Complexity modifier for renovation is intended for Capital Development Projects only.

HPBS Consultants	Schedule A	Schedule B	Schedule C	Schedule D	Schedule E
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EnE fee	5-10k Qualitative Only	8-15k Qualitative Only	.05 - .1%	.1 - .15%	.15 - .22%
BECxA fee	10-20k	.1 - .15%*	.15 - .2%*	.15 - .2%*	.2 - .25%*
CxA fee	.3 - .5%	.5 - .75%	.75 - 1%	1 - 1.25%**	1 - 1.5%**

#### Basic Fee Calculations

$\$5,000,000.00 \times 5.85\% = \$292,500.00$  ← Use \$292,500.00  
 $\$5,000,000.00 \times 5.95\% = \$297,500.00$   
 $\$5,000,000.00 \times 6.05\% = \$302,500.00$

Basic Fee                      \$292,500.00  
 Non-Basic Services        +\$12,400.00

**Total Fee            \$304,900.00**

#### Non-Basic Consultant Services

Site Survey	\$2,000.00
Geotechnical	\$3,800.00
Landscape Design	\$3,600.00
Acoustical Design	\$3,000.00
<b>Subtotal</b>	<b>\$12,400.00</b>

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## ***Standard Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the Eighteenth day of August in the year Two Thousand Twenty  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Santaquin City  
275 West Main Street  
Santaquin, Utah 84655

and the Architect:  
(Name, legal status, address and other information)

WPA Architecture PC  
475 North Freedom Boulevard  
Provo, Utah 84601

for the following Project:  
(Name, location and detailed description)

Santaquin City Hall  
Located on the block between Center Street & 100 West and 100 South & 200 South  
Santaquin, Utah 84655

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



## TABLE OF ARTICLES

1	INITIAL INFORMATION
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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

To be determined during the planning phase by mutual agreement.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

A new building with approximately 32,000 sq. ft. of enclosed structure with about 16,000 to 20,000 sq. ft. of finished space.

The main part of the building will include City administrative offices, conference rooms and a Council Chambers. There will be a first and second floor of approximately 8,000 sq. ft. each. The first floor will be completely finished while the second floor will be partially finished. There will also be an unfinished basement of about 8,000 sq. ft.

The secondary part of the building will house a Community / Sr. Citizens' Center of approximately 4,000 sq. ft. on the main level and an unfinished basement of about 4,000 sq. ft.

§ 1.1.3 The Owner's construction budget for the Work, as defined in Section 6.1:  
(Provide total and, if known, a line item breakdown.)

Approximately Five Million Dollars.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Commencement of Design / Kickoff Meeting: August 20, 2020

- Approximate completion date of Schematic Phase: October 6, 2020
- Approximate completion date of Design Development Phase: December 22, 2020
- Approximate completion date of Construction Document Phase: March 23, 2021
- Approximate completion date Procurement and Negotiation Phase: April 13, 2021

.2 Construction commencement date:

Approximately April 26, 2021

.3 Substantial Completion date or dates:

Approximately April 25, 2022

.4 Other milestone dates:

Owner will secure the services of a Construction Manager/General Contractor (CMGC)  
Approximately October 26, 2020

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager/General Contractor (CMGC).

The terms "Construction Manager," "Contractor," "General Contractor," or CMGC referred to throughout this agreement will reference the Construction Manager/General Contractor.

§ 1.1.6 The Owner identifies the following representative in accordance with Section 5.3:  
(List name, address, and other contact information.)

Norm Beagley, Assistant City Manager / City Engineer

(Paragraph deleted)

§ 1.1.7 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

The Construction Manager/General Contractor (CMGC) as selected by the Owner.

§ 1.1.8 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 The Construction Manager/General Contractor (CMGC) as selected by the Owner

§ 1.1.9 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

Ronald B. Jones, Principal, WPA Architecture  
475 North Freedom Boulevard  
Provo, Utah 84601  
rjones@wpa-architecture.com  
O: 801-374-0800 or C: 801-921-9729

David Edwards, Associate  
475 North Freedom Boulevard  
Provo, Utah 84601  
dedwards@wpa-architecture.com  
(Paragraphs deleted)  
O: 801-374-0800 or C: 801-709-8001

§ 1.1.10 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

(Paragraphs deleted)

§ 1.1.10.1 Consultants retained under Basic Services:

.1 Civil Engineer:

Northern Engineering  
1040 East 800 North  
Orem, Utah 84097

.2 Structural Engineer:

Dynamic Structures  
1887 North 1120 West  
Provo, Utah 84604

.3 Mechanical Engineer:

WHW Engineering  
8619 Sandy Parkway  
Sandy, Utah 84070

.4 Electrical Engineer:

BNA Consulting  
635 South State Street  
Salt Lake City, Utah 84111

§ 1.1.10.2 Consultants retained under Supplemental Services:

.1 Geotechnical Engineer:

RB&G Engineering, Inc.  
1435 West 820 North  
Provo, Utah 84601

Init.



.2 Surveyor:

Northern Engineering  
1040 East 800 East  
Orem, Utah 84097

.3 Landscape Architect:

PKJ Design Group  
3450 North Triumph Blvd. Suite 102  
Lehi, Utah 84043

.4 Acoustical Engineer:

BNA Consulting  
635 South State Street  
Salt Lake City, Utah 84111

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

*(Paragraph deleted)*

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000.00 ) for each occurrence and Four Million Dollars (\$ 4,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) CSL, per accident for bodily injury, death of any person, and not less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) per accident for property damage arising

Init.

out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one hundred thousand dollars (\$ 100,000.00 ).

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.



§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Construction Manager/General Contractor (CMGC) will prepare an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.



### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Construction Manager/General Contractor (CMGC) will update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

*(Paragraphs deleted)*

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager/General Contractor (CMGC) in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager/General Contractor (CMGC) and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager/General Contractor (CMGC) in obtaining proposals by

- .1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors; and

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.3 participating in negotiations with prospective contractors.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager/General Contractor (CMGC) and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The

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Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such

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requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

+§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

*(Paragraph deleted)*

### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

#### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility (Architect, Owner, CMGC, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect / Owner
§ 4.1.1.11 Value analysis	CMGC
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	CMGC
§ 4.1.1.13 On-site project representation	CMGC
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Owner
§ 4.1.1.30 Other Supplemental Services	Owner

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the **Architect's responsibility** is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

§ 4.1.2.1.1 The Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall

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include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.2.1.2 The Architect shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.2.1.3 The Architect shall furnish services of landscape architects, which may include the design of landscape drawings, including layout and specification of trees, shrubs, lawn, decorative grasses, boulders, and irrigation systems.

§ 4.1.2.1.4 The Architect shall furnish services of acousticians and/or acoustical engineers, which may engineer and design sound separations in wall and floor construction, as well as sound treatment on walls and ceilings in large rooms such as the Council Chambers and the Community / Sr. Citizen's Center.

§ 4.1.2.1.5 The Architect shall furnish two (2) colored renderings of the building's exterior. Rendering shall be provided in electronic form.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the **Owner's responsibility** is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

*(Paragraph deleted)*

§ 4.1.2.2.1 The Owner shall contract with suppliers and installers of furniture and other equipment.

§ 4.1.2.2. The Owner shall contract with suppliers and installers of telephone, electronic information, security, and access control systems.

## § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

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- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Fifty-two ( 52 ) visits to the site by the Architect during construction
- .3 Four ( 4 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

*(Paragraph deleted)*

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.



§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.5 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.6 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.7 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.8 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.9 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.10 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.11 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

*(Paragraphs deleted)*

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

*(Paragraphs deleted)*

## **ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include Construction Manager/General Contractor's (CMGC) general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager/General Contractor (CMGC) to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the

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Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager/General Contractor (CMGC) prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager/General Contractor's (CMGC) inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager/General Contractor's (CMGC) estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager/General Contractor's (CMGC) estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager/General Contractor (CMGC), shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager/General Contractor (CMGC), revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, that there is joint ownership of the work product of such information or that both parties have permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the



Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's wrongful use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Init.



[ X ] Litigation in a court of competent jurisdiction  
(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, even for circumstances reasonably beyond the City's control, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

#### § 9.7

(Paragraphs deleted)

Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

(Paragraph deleted)

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project

if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4. The amount of credit shall be the same as the amount given to other service providers who worked on the Project.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

(Paragraphs deleted) Three hundred four thousand and nine hundred dollars (\$304,900.00)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1, the Owner shall compensate the Architect as follows:



*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Compensation shall be based on the Hourly Rates in Section 11.7.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Compensation shall be based on the Hourly Rates in Section 11.7, unless negotiated otherwise between the Owner and Architect.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10%).

*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty-five	percent (	45	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
Principal Architect	\$130.00
Licensed Architect	\$100.00
Intern Architect/Project Manager I)	\$90.00
Project Manager II	\$80.00
CADD Operator/Drafter	\$75.00
Word \Processing & Clerical	\$50.00

#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project.

Compensation for Reimbursable Expenses shall not include costs for time incurred by the Architect or Architect's consultants. Reimbursable Expenses are as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings beyond that described in Section 4.1.2.1.5, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Site office expenses;
- .10 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Five percent ( 5 %) of the expenses incurred.

## § 11.9

*(Paragraphs deleted)*

### Payments to the Architect

*(Paragraphs deleted)*

#### § 11.9.1 Initial Payments

§ 11.9.1.1 An initial payment of Zero ( \$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

#### § 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

1.25 % one and one-quarter percent

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

*(Paragraphs deleted)*



**.2 Exhibits:**

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

*(Paragraphs deleted)*

Other Exhibits incorporated into this Agreement:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

☒ [ X ] WPA Fee Proposal Letter dated, August 7, 2020

*(Paragraphs deleted)*

☒ [ X ] WPA Standard Terms + Conditions, updated, October 31, 2019

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*



## MEMORANDUM

August 14, 2020

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To: Santaquin City Mayor and City Council  
From: Jon Lundell, City Engineer  
**RE: Santaquin Centennial Park Basketball Court Award Consideration**

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Mayor and Council Members,

The recent bid advertisement for the construction of the Centennial Park Basketball court received just a single bid. The fact that only a single bid was received was somewhat expected due to the specialized construction of the new basketball court. The basketball court includes a reinforced post-tensioned concrete pad with a colored acrylic surface that requires specialized training and equipment to install.

The bid received is from The Tennis and Track Company. Tennis and Track Company constructed both the new (in 2011/2012) post tension basketball and tennis courts at Orchard Cove Park. Based on communications (email and phone calls) that were received by staff, it appeared that other contractors were interested in submitting a bid to perform the work, although no others did. The Tennis and Track Company has constructed multiple reinforced post-tension concrete playing courts (basketball, tennis, pickleball, etc.) and playing surfaces for multiple municipalities, universities, school districts and other private entities throughout the state of Utah.

The Tennis and Track Company proposes to perform the work for an amount of \$103,270.00. However, their currently scheduled throughout the rest of the 2020 year. They will not be able to begin construction until spring of 2021

### **Recommended Motion:**

Motion to award the contract for the Centennial Park Post Tension Basketball Court project to The Tennis and Track Company for a not to exceed amount of \$103,270.00.

## ARTICLE 5 – BASIS OF BID (AMENDED)

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price		\$ 103,270.00
Proposed Surface Finish different than Specified		
Manufacture name	Product Number/Specification	Add Addition/Deduction Amount
NA		\$

## ARTICLE 6 – TIME OF COMPLETION

Project would have to be installed in spring of 2021,  
Our 2020 schedule is full.

~~6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the date or within the number of calendar days indicated in the Agreement.~~

~~6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.~~

## ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: 9683739-5501 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with supporting data; and

## ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

L.E.R. Inc. dba Renner Sports Surfaces

By:

*[Signature]*

*Miles S. Minson*

*[Printed name]*

*Miles S. Minson*

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

DYLAN BIRD

Title:

CFO

Submittal Date:

8/12/2020

Address for giving notices:

PO Box 651477 Salt Lake City, UT 84165

Telephone Number:

801-269-9991

Fax Number:

801-261-4588

Contact Name and e-mail address:

Dylan Bird dbird@rennersports.com

Bidder's License No.:

License# 9683739-5501

(where applicable)





## MEMORANDUM

August 17, 2020

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To: Santaquin City Mayor and City Council  
From: Norm Beagley, P.E., Assistant City Manager & City Engineering  
RE: **2020 Santaquin Roads Projects Award**

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Mayor and Council Members,

Our recent Request for Bids for the completion of the 2020 Santaquin Roads Projects received four (4) bids. We received bids from Bennett Paving, Black Forest Paving, Kilgore Contracting, and Staker & Parsons Company.

For your review, I have attached the Bid Tabulation showing the bid amounts by company. The low bidder for all options was Black Forest Paving.

We are recommending the award of a contract to Black Forest Paving Company in a not to exceed amount of \$388,555.56 for this work. For this amount, we can have Black Forest construct all but one of the additive alternates that were bid.

There are sufficient funds to cover these costs within the City's current budget.

I am happy to answer any questions you may have regarding the bids or the proposed award of a contract.

**Recommended Motion:**

Motion to award a contract for the 2020 Santaquin Roads Projects to Black Forest Paving for a not to exceed amount of \$388,555.56.

Santaquin City Corporation  
2020 Roads Projects  
Bid Tabulation

ASPHALT OVERLAY  
BID FORM – #1

SANTAQUIN CITY 2020 STREETS ASPHALT PAVING and OVERLAY											
Base Bid 400 South (Center Street to 300 West)											
ITEM	DESCRIPTION	QUANTITY	UNITS	Bennett Paving		Black Forest Paving		Kilgore		Staker Parsons	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$ 500.00	\$ 500.00	\$ 2,400.00	\$ 2,400.00	\$ 2,625.00	\$ 2,625.00	\$ 738.00	\$ 738.00
2	Traffic Control	1	LS	\$ 500.00	\$ 500.00	\$ 2,300.00	\$ 2,300.00	\$ 1,000.00	\$ 1,000.00	\$ 1,055.00	\$ 1,055.00
3	General Conditions & Bonding	1	LS	\$ 500.00	\$ 500.00	\$ 1,550.00	\$ 1,550.00	\$ 500.00	\$ 500.00	\$ 479.00	\$ 479.00
4	2" asphalt overlay	38,448	SF	\$ 0.79	\$ 30,373.92	\$ 1.07	\$ 41,139.36	\$ 0.80	\$ 30,758.40	\$ 0.90	\$ 34,603.20
5	Level Course (Bidder Provided Not to Exceed Quantity)	By Contractor	TONS	\$ 70.00	\$ 700.00	\$ 35.00	\$ 3,850.00	\$ -	\$ -	\$ 20.00	\$ 1,990.00
SUB-TOTAL					\$ 32,573.92		\$ 51,239.36		\$ 34,883.40		\$ 38,865.20

CENTER STREET RECONSTRUCT  
BID FORM #2

Base Bid Center Street Reconstruct											
(Reconstruction of asphalt from just north of Royal Land Dr to UPRR ROW line)											
ITEM	DESCRIPTION	QUANTITY	UNITS	Bennett Paving		Black Forest Paving		Kilgore		Staker Parsons	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BB-1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 8,300.00	\$ 8,300.00	\$ 23,600.00	\$ 23,600.00	\$ 20,350.00	\$ 20,350.00
BB-2	General Conditions & Bonding	1	LS	\$ 4,700.00	\$ 4,700.00	\$ 1,800.00	\$ 1,800.00	\$ 2,200.00	\$ 2,200.00	\$ 973.00	\$ 973.00
BB-3	Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 4,200.00	\$ 4,200.00	\$ 20,200.00	\$ 20,200.00	\$ 14,850.00	\$ 14,850.00
BB-4	SWPPPS and BMP's	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 1,500.00	\$ 1,500.00	\$ 780.00	\$ 780.00	\$ 1,700.00	\$ 1,700.00
BB-5	Dust and Debris Control	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 2,100.00	\$ 2,100.00	\$ 500.00	\$ 500.00	\$ 1,765.00	\$ 1,765.00
BB-6	Internal Quality Control	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 2,200.00	\$ 2,200.00	\$ 6,140.00	\$ 6,140.00	\$ 3,705.00	\$ 3,705.00
BB-7	Asphalt Sawcut	274	LF	\$ 3.00	\$ 822.00	\$ 2.10	\$ 575.40	\$ 2.25	\$ 616.50	\$ 3.15	\$ 863.10
BB-8	Pulverize existing asphalt (reuse as structural fill/road base)	42500	SF	\$ 0.14	\$ 5,950.00	\$ 0.34	\$ 14,450.00	\$ 0.33	\$ 14,025.00	\$ 0.22	\$ 9,350.00
BB-9	Remove & dispose of existing concrete collars	12	EA	\$ 400.00	\$ 4,800.00	\$ 165.00	\$ 1,980.00	\$ 255.00	\$ 3,060.00	\$ 206.00	\$ 2,472.00
BB-10	Trench Repair (excavation and import A-1-a) (Plan Quantity)	1,310	TONS	\$ 28.00	\$ 36,680.00	\$ 24.30	\$ 31,833.00	\$ 30.00	\$ 39,300.00	\$ 28.50	\$ 37,335.00
BB-11	8" road base (Only paid/used as authorized by City Engineer)	42500	SF	\$ 0.74	\$ 31,450.00	\$ 0.72	\$ 30,600.00	\$ 0.80	\$ 34,000.00	\$ 0.76	\$ 32,300.00
BB-12	3" road base shoulder	5000	SF	\$ 0.74	\$ 3,700.00	\$ 0.57	\$ 2,850.00	\$ 1.02	\$ 5,100.00	\$ 0.65	\$ 3,250.00
BB-13	3" Asphalt	42500	SF	\$ 1.12	\$ 47,600.00	\$ 1.26	\$ 53,550.00	\$ 1.12	\$ 47,600.00	\$ 1.15	\$ 48,875.00
BB-14	Install New Concrete Collars	12	EA	\$ 600.00	\$ 7,200.00	\$ 480.00	\$ 5,760.00	\$ 560.00	\$ 6,720.00	\$ 566.00	\$ 6,792.00
SUB-TOTAL					\$ 159,902.00		\$ 161,698.40		\$ 203,841.50		\$ 184,580.10

(Red text indicates differing sums from submitted bid form to actual calcuation herein)

**BID FORM #4**

Base Bid SANTAQUIN CITY - 300 West; 100 N to 400 N											
ITEM	DESCRIPTION	QUANTITY	UNITS	Bennett Paving		Black Forest Paving		Kilgore		Staker Parsons	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 4,400.00	\$ 4,400.00	\$ 7,215.00	\$ 7,215.00	\$ 19,450.00	\$ 19,450.00
2	Dust and Control & Watering	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,800.00	\$ 1,800.00	\$ 1.00	\$ 1.00	\$ 1,765.00	\$ 1,765.00
3	General Conditions & Bonding	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 973.00	\$ 973.00
4	Traffic Control	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 4,700.00	\$ 4,700.00	\$ 5,915.00	\$ 5,915.00	\$ 16,400.00	\$ 16,400.00
5	SWPPPS and BMP;s	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 1,200.00	\$ 1,200.00	\$ 780.00	\$ 780.00	\$ 1,545.00	\$ 1,545.00
6	Internal Quality Control	1	LS	\$ 4,500.00	\$ 4,500.00	\$ 2,000.00	\$ 2,000.00	\$ 650.00	\$ 650.00	\$ 3,705.00	\$ 3,705.00
7	RELOCATE OR REPLACE MAILBOX	11	EACH	\$ 500.00	\$ 5,500.00	\$ 200.00	\$ 2,200.00	\$ 500.00	\$ 5,500.00	\$ 319.00	\$ 3,509.00
8	RELOCATE SIGN	3	EACH	\$ 500.00	\$ 1,500.00	\$ 175.00	\$ 525.00	\$ 510.00	\$ 1,530.00	\$ 468.00	\$ 1,404.00
9	RECONSTRUCT IRRIGATION BOX	23	EACH	\$ 750.00	\$ 17,250.00	\$ 250.00	\$ 5,750.00	\$ 370.00	\$ 8,510.00	\$ 669.00	\$ 15,387.00
10	RECONSTRUCT CULINARY WATER METER	13	EACH	\$ 1,200.00	\$ 15,600.00	\$ 225.00	\$ 2,925.00	\$ 370.00	\$ 4,810.00	\$ 3,090.00	\$ 40,170.00
11	RESTORE LANDSCAPE AND IRRIGATION	14	EACH	\$ 1,200.00	\$ 16,800.00	\$ 230.00	\$ 3,220.00	\$ 1,000.00	\$ 14,000.00	\$ 3,125.00	\$ 43,750.00
12	REMOVE EXISTING PAINT MARKINGS	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 3,200.00	\$ 3,200.00	\$ 2,450.00	\$ 2,450.00	\$ 7,825.00	\$ 7,825.00
13	CLEARING AND GRUBBING	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 6,800.00	\$ 6,800.00	\$ 5,465.00	\$ 5,465.00	\$ 2,350.00	\$ 2,350.00
14	CONCRETE PARK STRIP (PLAN QUANTITY)	400	SQ-YD	\$ 64.00	\$ 25,600.00	\$ 78.00	\$ 31,200.00	\$ 54.05	\$ 21,620.00	\$ 125.00	\$ 50,000.00
15	ROADWAY EXCAVATION (PLAN QUANTITY)	530	CU-YD	\$ 35.00	\$ 18,550.00	\$ 30.00	\$ 15,900.00	\$ 32.00	\$ 16,960.00	\$ 21.00	\$ 11,130.00
16	PARK STRIP EXCAVATION (PLAN QUANTITY)	133	CU-YD	\$ 35.00	\$ 4,655.00	\$ 31.00	\$ 4,123.00	\$ 32.90	\$ 4,375.70	\$ 36.00	\$ 4,788.00
17	GRANULAR BORROW (PLAN QUANTITY)	200	CU-YD	\$ 62.00	\$ 12,400.00	\$ 43.00	\$ 8,600.00	\$ 40.40	\$ 8,080.00	\$ 36.50	\$ 7,300.00
18	UNTREATED BASE COURSE (PLAN QUANTITY)	100	CU-YD	\$ 90.00	\$ 9,000.00	\$ 47.00	\$ 4,700.00	\$ 50.40	\$ 5,040.00	\$ 73.00	\$ 7,300.00
19	HOT MIX ASPHALT, 1/2" MAX.	60	TON	\$ 160.00	\$ 9,600.00	\$ 105.00	\$ 6,300.00	\$ 86.40	\$ 5,184.00	\$ 119.00	\$ 7,140.00
20	PAVEMENT MESSAGE PAINT	6	EACH	\$ 350.00	\$ 2,100.00	\$ 70.00	\$ 420.00	\$ 56.00	\$ 336.00	\$ 51.50	\$ 309.00
21	PAVEMENT MARKING PAINT	36	GAL	\$ 125.00	\$ 4,500.00	\$ 73.00	\$ 2,628.00	\$ 52.75	\$ 1,899.00	\$ 62.00	\$ 2,232.00
SUB-TOTAL					\$ 185,555.00		\$ 113,891.00		\$ 121,620.70		\$ 248,432.00

**Additive Alternates 1 & 2 (Bid Form #1 Cont)**

**ASPHALT OVERLAY**

Additive Alternate #1 (100 West - 500 South to 550 South)											
ITEM	DESCRIPTION	QUANTITY	UNITS	Bennett Paving		Black Forest Paving		Kilgore		Staker Parsons	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$ 500.00	\$ 500.00	\$ 2,200.00	\$ 2,200.00	\$ 2,125.00	\$ 2,125.00	\$ 278.00	\$ 278.00
2	Traffic Control	1	LS	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00	\$ 800.00	\$ 800.00	\$ 649.00	\$ 649.00
3	General Conditions & Bonding	1	LS	\$ 500.00	\$ 500.00	\$ 1,320.00	\$ 1,320.00	\$ 500.00	\$ 500.00	\$ 319.00	\$ 319.00
4	2" asphalt overlay	22,160	SF	\$ 0.87	\$ 19,279.20	\$ 1.23	\$ 27,256.80	\$ 0.82	\$ 18,171.20	\$ 0.92	\$ 20,387.20
5	Level Course (Bidder Provided Not to Exceed Quantity)	By Contractor	TONS	\$ 15.00	\$ 1,080.00	\$ 35.00	\$ 3,850.00	\$ 15.00	\$ 1,460.25	\$ 30.00	\$ 2,490.00
SUB-TOTAL					\$ 21,859.20		\$ 35,826.80		\$ 23,056.45		\$ 24,123.20

Additive Alternate #2 (550 South - Center Street to 100 West)											
ITEM	DESCRIPTION	QUANTITY	UNITS	Bennett Paving		Black Forest Paving		Kilgore		Staker Parsons	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$ 250.00	\$ 250.00	\$ 2,300.00	\$ 2,300.00	\$ 2,175.00	\$ 2,175.00	\$ 139.00	\$ 139.00
2	Traffic Control	1	LS	\$ 250.00	\$ 250.00	\$ 1,200.00	\$ 1,200.00	\$ 800.00	\$ 800.00	\$ 649.00	\$ 649.00
3	General Conditions & Bonding	1	LS	\$ 250.00	\$ 250.00	\$ 1,150.00	\$ 1,150.00	\$ 500.00	\$ 500.00	\$ 319.00	\$ 319.00
4	2" asphalt overlay	13,920	SF	\$ 0.95	\$ 13,224.00	\$ 1.25	\$ 17,400.00	\$ 0.80	\$ 11,136.00	\$ 0.95	\$ 13,224.00
5	Level Course (Bidder Provided Not to Exceed Quantity)	By Contractor	TONS	\$ 5.00	\$ 425.00	\$ 35.00	\$ 3,850.00	\$ 15.00	\$ 1,460.25	\$ 30.00	\$ 2,490.00
SUB-TOTAL					\$ 14,399.00		\$ 25,900.00		\$ 16,071.25		\$ 16,821.00

**Additive Alternate 3**  
**CENTER STREET NEW CONSTRUCTION**  
**BID FORM #3**

Additive Alternate #3 Complete new construction of Center Street (770 North to UPRR ROW, both sides)				Bennett Paving		Black Forest Paving		Kilgore		Staker Parsons	
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
A-1	Mobilization	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 7,000.00	\$ 7,000.00	\$ 10,600.00	\$ 10,600.00	\$ 11,050.00	\$ 11,050.00
A-2	General Conditions & Bonding	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 4,750.00	\$ 4,750.00	\$ 5,000.00	\$ 5,000.00	\$ 973.00	\$ 973.00
A-3	Traffic Control	1	LS	\$ 5,500.00	\$ 5,500.00	\$ 7,200.00	\$ 7,200.00	\$ 29,500.00	\$ 29,500.00	\$ 31,200.00	\$ 31,200.00
A-4	SWPPPS and BMP;s	1	LS	\$ 9,500.00	\$ 9,500.00	\$ 3,700.00	\$ 3,700.00	\$ 780.00	\$ 780.00	\$ 1,545.00	\$ 1,545.00
A-5	Dust and Debris Control	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 4,360.00	\$ 4,360.00
A-6	Internal Quality Control	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 3,300.00	\$ 3,300.00	\$ 9,200.00	\$ 9,200.00	\$ 8,130.00	\$ 8,130.00
A-7	Clear and Grub	50284	SF	\$ 0.35	\$ 17,599.40	\$ 0.28	\$ 14,079.52	\$ 0.26	\$ 13,073.84	\$ 0.20	\$ 10,056.80
A-8	Native Cut (Plan Quantity)	3570	CY	\$ 15.50	\$ 55,335.00	\$ 17.50	\$ 62,475.00	\$ 18.30	\$ 65,331.00	\$ 13.50	\$ 48,195.00
A-9	Single Curb Inlets	7	EA	\$ 3,500.00	\$ 24,500.00	\$ 2,400.00	\$ 16,800.00	\$ 2,130.00	\$ 14,910.00	\$ 5,535.00	\$ 38,745.00
A-10	60" Storm Drain manholes	4	EA	\$ 5,500.00	\$ 22,000.00	\$ 3,100.00	\$ 12,400.00	\$ 3,400.00	\$ 13,600.00	\$ 8,235.00	\$ 32,940.00
A-11	18" HDPE Storm Drain Pipe	90	LF	\$ 40.00	\$ 3,600.00	\$ 46.50	\$ 4,185.00	\$ 119.00	\$ 10,710.00	\$ 206.00	\$ 18,540.00
A-12	Connect to Existing Storm Drain Manhole	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 850.00	\$ 3,400.00	\$ 430.00	\$ 1,720.00	\$ 2,575.00	\$ 10,300.00
A-13	Curb and Gutter	4091	LF	\$ 18.00	\$ 73,638.00	\$ 17.50	\$ 71,592.50	\$ 13.25	\$ 54,205.75	\$ 14.50	\$ 59,319.50
A-14	6" base course for Concrete Curb & Gutter	10228	SF	\$ 1.75	\$ 17,899.00	\$ 0.80	\$ 8,182.40	\$ 2.10	\$ 21,478.80	\$ 1.85	\$ 18,921.80
A-15	12" A-1-a Structural Fill	63173	SF	\$ 0.82	\$ 51,801.86	\$ 1.03	\$ 65,068.19	\$ 1.03	\$ 65,068.19	\$ 1.05	\$ 66,331.65
A-16	8" Base Course	63173	SF	\$ 0.70	\$ 44,221.10	\$ 0.82	\$ 51,801.86	\$ 0.80	\$ 50,538.40	\$ 1.20	\$ 75,807.60
A-17	3" Asphalt	63173	SF	\$ 1.11	\$ 70,122.03	\$ 1.26	\$ 79,597.98	\$ 1.12	\$ 70,753.76	\$ 1.20	\$ 75,807.60
A-18	Final Grading behind curb (Plan Quantity)	518	CY	\$ 6.50	\$ 3,367.00	\$ 21.00	\$ 10,878.00	\$ 34.00	\$ 17,612.00	\$ 25.00	\$ 12,950.00
SUB-TOTAL					\$ 429,583.39		\$ 428,910.45		\$ 454,581.74		\$ 525,172.95

(Red text indicates differing sums from submitted bid form to actual calculation herein)

	Bennett Paving	Black Forest Paving	Kilgore	Staker Parsons
<b>BASE BID TOTAL:</b>	\$ 378,030.92	\$ 326,828.76	\$ 360,345.60	\$ 471,877.30

	Bennett Paving	Black Forest Paving	Kilgore	Staker Parsons
<b>BASE BID PLUS ADDITIVE ALTERNATES 1, &amp; 2 TOTAL:</b>	\$ 414,289.12	\$ 388,555.56	\$ 399,473.30	\$ 512,821.50

	Bennett Paving	Black Forest Paving	Kilgore	Staker Parsons
<b>ADDITIVE ALTERNATE # 3 TOTAL:</b>	\$ 429,583.39	\$ 428,910.45	\$ 454,581.74	\$ 525,172.95

	Bennett Paving	Black Forest Paving	Kilgore	Staker Parsons
<b>BASE BID PLUS ADDITIVE ALTERNATES 1, 2, &amp; 3 TOTAL:</b>	\$ 843,872.51	\$ 817,466.01	\$ 854,055.04	\$ 1,037,994.45

# MEMO



To: Mayor Hunsaker and City Council Members  
From: Jason Bond, Community Development Director  
Date: August 14, 2020  
Re: **Ordinance Amendment Regarding Rules for Dog Parks**

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It is proposed that rules for dog parks be created and codified in the Santaquin City Code. The reason for this is because a dog park will be constructed in the Hills @ Summit Ridge development in the coming months. This will be the first designated dog park in Santaquin City.

The proposed rules and regulations will create expectations for the residents that use the dog park. These rules will also give law enforcement the understanding that they need if they are presented with an issue within a dog park.

The proposed language is based on rules that Spanish Fork City has posted in their dog parks.

Because the chapter that this language is proposed to be in is not in the land use related articles of the code, the Planning Commission is not required to provide a recommendation to the City Council before adoption of an ordinance.

**Recommended Motion:** "Motion to adopt Ordinance No. 08-01-2020, which creates rules and regulations for dog parks in Santaquin City."

## ORDINANCE NO. 08-01-2020

**AN ORDINANCE CREATING SANTAQUIN CITY CODE WHICH ENACTS RULES FOR DOG PARKS, PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE ORDINANCE.**

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

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

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

**WHEREAS**, the City Council desires to create Santaquin City Code Title 5 Chapter 2 Section 18 to formalize rules for dog parks.

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

### **Section I. Amendments**

**Title 5 Chapter 2 Section 18 is created as follows:** (underlined text is added, stricken text is deleted)

#### **5-2-18: DOG PARKS:**

A. A person with a dog(s) who enters a dog park which has been designated and approved as such by the City Council shall be subject to the following rules and regulations;

1. Owners are legally responsible for the behavior of their dog(s) including any injury or loss caused;
2. Patrons are limited to three (3) dogs;
3. Dog waste must be cleaned up by their dog handlers immediately;
4. Dog handlers must be within the dog park and supervising their dog with leash readily available;
5. Children under the age of 13 must be accompanied by an adult and supervised at all times;

6. Dogs that display aggression towards other handlers or dogs must be removed from the dog park immediately;

7. Dogs should be under voice control;

8. Dogs must be licensed and vaccinated;

B. The following are prohibited in a dog park;

1. Human and dog food/treats;

2. Glass containers;

3. Dogs in heat;

4. Sick dogs;

5. Aggressive dogs;

6. Puppies (under 4 months)

7. Digging;

8. Smoking and Alcohol; and

9. Any animal that isn't a dog.

C. Any person that violates the rules and regulations of this section is guilty of an infraction and subject to penalty as provided in Section 1-4-1 of this Code.

## **Section II. Severability**

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

## **Section III. Contrary Provisions Repealed**

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

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

It is the intent of the City Council that the provisions of this ordinance be made part of the Santaquin City Code as adopted, that sections of this ordinance may be re-numbered or re-lettered, and that the word ordinance may be changed to section, chapter, or other such appropriate word or

phrase in order to accomplish such intent regardless of whether such inclusion in a code is accomplished. Typographical errors which do not affect the intent of this ordinance may be authorized by the City without need of public hearing by its filing a corrected or re-codified copy of the same with the City Recorder.

**Section V. Posting and Effective Date**

This ordinance shall become effective at 5:00 p.m. on Wednesday, August 19<sup>th</sup>, 2020. 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 18<sup>th</sup> day of August 2020.

\_\_\_\_\_  
Kirk Hunsaker, Mayor

Councilmember Nick Miller	Voted	___
Councilmember Elizabeth Montoya	Voted	___
Councilmember Lynn Mecham	Voted	___
Councilmember Jennifer Bowman	Voted	___
Councilmember David Hathaway	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 18<sup>th</sup> day of August, 2020, entitled

**“AN ORDINANCE CREATING SANTAQUIN CITY CODE WHICH ENACTS RULES FOR DOG PARKS, 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 18<sup>th</sup> day of August, 2020.

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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 18<sup>th</sup> day of August, 2020.

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.

\_\_\_\_\_  
Notary Public

# RESOLUTION NO. 08-06-2020

## A RESOLUTION AMENDING THE SANTAQUIN CITY UNIFORM BAIL SCHEDULE FOR FINES APPLICABLE TO CRIMINAL VIOLATIONS OF VARIOUS SANTAQUIN CITY ORDINANCES

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

**WHEREAS**, Utah cities are authorized by the Legislature to enact ordinances in order to promote and protect the health, safety and welfare of the people; and

**WHEREAS**, on July 18, 2012, the City Council adopted Ordinance No. 07-01-2012, establishing a schedule for fines applicable to criminal violations of various Santaquin City ordinances, and providing for future amendment of said schedule by resolution; and

**WHEREAS**, the City Council now desires to amend the Santaquin City Uniform Bail Schedule to promote the health, safety and welfare of the City and its residents.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANTAQUIN, UTAH, AS FOLLOWS:**

I. Amendment of Ordinance Bail Schedule. The Santaquin City Uniform Bail Schedule Santaquin City Ordinances is hereby amended to read as set forth in Exhibit A hereto.

II. Effective Date. This ordinance shall become effective upon passage.

ADOPTED AND APPROVED on the 18<sup>th</sup> day of August 2020.

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Mayor Kirk F. Hunsaker

Attest:

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K. Aaron Shirley  
Santaquin City Recorder

# EXHIBIT “A”

## Santaquin City Uniform Bail Schedule Santaquin City Ordinances

CODE #	DESCRIPTION	CLASS	FINE \$
3-1-3	Failure to Maintain Business License	B	500
3-2-5	Failure to Charge/Pay Sales Tax	B	500
3-3-4	Energy Sales/Use Tax	B	500
3-4	Liquor Code violations	1 <sup>st</sup> Off. - C 2 <sup>nd</sup> Off. - B 3 <sup>rd</sup> Off. - B	1 <sup>st</sup> Off. – 150 2 <sup>nd</sup> Off. – 300 3 <sup>rd</sup> Off. – 500
3-8-5	Door to Door Solicitation Violation	1 <sup>st</sup> Off. - C 2 <sup>nd</sup> Off. - B	1 <sup>st</sup> Off. - 150 2 <sup>nd</sup> Off. - 500
4-1-5(C)	Illegal Burning (Negligent)	C	100
4-2	Nuisance (Default)	C	500
4-3	Hazardous Materials	B	500
4-4	Illegal Dumping	I	100
5-2	Animal Violation (Default)	C	150
5-2-4A	No License Tag	I	25
5-2-4B	Kennel Violation	I	125
5-2-6(a)	Dogs Attacking Person	C	500
5-2-6(b)	Dogs Attacking Animal	C	200
5-2-6(c)	Possession of Vicious Animal	C	300
5-2-7	No Rabies Tag	C	50
5-2-8	Animals at Large	I	50
5-2-9	Dog at Large	1 <sup>st</sup> Off. - I 2 <sup>nd</sup> Off. - C 3 <sup>rd</sup> Off. - B	1 <sup>st</sup> Off. – 50 2 <sup>nd</sup> Off. – 100 3 <sup>rd</sup> Off. – 150
5-2-10	Prohibited Acts & Conditions (Animals)	C	50
5-2-11(B)	Impounding	C	100
<b>5-2-18</b>	<b>Dog Park Violation</b>	<b>I</b>	<b>50</b>
5-3-1	Curfew Violation	C	1 <sup>st</sup> Off. – 100 2 <sup>nd</sup> Off. – 200 3 <sup>rd</sup> Off. – 300
5-3-1(D)	Curfew (Parent Liability)	C	1 <sup>st</sup> Off. – 100 2 <sup>nd</sup> Off. – 200 3 <sup>rd</sup> Off. – 300
6-2	OHV Regulations (Default)	C	100
6-2-2	OHV Undesignated Street	C	50
6-2-3	OHV Speeding	C	16-25 mph - 50 25 + mph - 150

6-2-4	OHV Mufflers	I	50
6-2-5	OHV Expired Reg.	C	50
6-2-6	No OHV License or Safety Certificate	C	50
6-2-7	Husbandry Implement on Highway	C	50
6-2-8	No Protective Headgear/Eyewear	C	50
6-2-9	Improper Riding Area	I	50
6-2-10	Riding OHV After Dark	I	50
6-4-3	Improper Mobile Home/Trailer Storage	I	50
7-1	Streets (Default)	I	100
7-1-2	Encroachment Permit Violation	B	1,000
7-1-3	Winter Parking	I	1 <sup>st</sup> Off. – 20 2 <sup>nd</sup> Off. – 30 3 <sup>rd</sup> Off. – 50
7-1-4	Snow Removal	I	1 <sup>st</sup> Off. – 50 2 <sup>nd</sup> Off. – 100 3 <sup>rd</sup> Off. – 300
7-1-5	Street Obstruction	I	1 <sup>st</sup> Off. – 100 2 <sup>nd</sup> Off. – 200 3 <sup>rd</sup> Off. – 300
7-1-6	Discharge of Water	I	1 <sup>st</sup> Off. – 50 2 <sup>nd</sup> Off. – 100 3 <sup>rd</sup> Off. – 300
7-1-7	Sidewalk regulations	I	1 <sup>st</sup> Off. – 50 2 <sup>nd</sup> Off. – 100 3 <sup>rd</sup> Off. – 200
7-1-8	Driving Animals on Street	I	1 <sup>st</sup> Off. – 50 2 <sup>nd</sup> Off. – 100 3 <sup>rd</sup> Off. – 200
7-1-11	Commercial Vehicles Over 4-Axels on Restricted Roads	I	500
7-2	Excavation Violations	B	500
7-3	Cemetery Violations	C	200
7-4-6	Trail Violations	C	50
8-2-2	Unsanitary Disposal of Waste	B	300
9-1-2*	Commencing Work w/o Posting an Inspection Record Card	I	50
9-1-3(f)	Failure to Obtain Required Building Inspection	I	250
9-1-3(g)	Failure to Keep Work Accessible & Exposed Until Approved by the Building Inspector	B	250

10-6-24	Living in a Recreational Vehicle	C	<10 days – 50 10-30 days – 200 >30 days - 500
10-11-6	Failure to Obtain Certificate of Occupancy	B	583
10-13-6(b)	Signs Prohibited	C	25
10-18	Animal Rights Violation (Default)	C	50
10-18-10	Location of Structure	Civil	Civil
10-18-5(D)	Animal Noise Nuisance	C	1 <sup>st</sup> Off. – 50 2 <sup>nd</sup> Off. – 100 3 <sup>rd</sup> Off. – 200
10-18-8(C)	Harboring 4 + Animals	C	1 <sup>st</sup> Off. – 50 2 <sup>nd</sup> Off. – 200 3 <sup>rd</sup> Off. – 200
10-18-8(D)	Farm Animal Violation	I	50
10-18-9(B)	Property Line Violation	C	1 <sup>st</sup> Off. – 50 2 <sup>nd</sup> Off. – 200 3 <sup>rd</sup> Off. – 300

**Amended August 18, 2020**





## MEMORANDUM

To: Mayor & Council  
From: Benjamin A. Reeves, Santaquin City Manager  
Date: August 18, 2020  
Subject: Cardiac Monitor Replacement

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Mayor & Council,

Chief Ryan Lind has requested the replacement of the department's Cardiac Monitors (See 9.c.2. Memo & Bids). He is requesting that he utilize some of the carry over unused reserve funds from his department to pay for this request.

Carry Over FY2019-20 Fund Balance for the Fire Department:	\$233,754.28
Proposed Cardiac Monitor Replacement:	<u>(\$67,916.00)</u>
Remaining Balance:	<u>\$165,838.28</u>

Should the council choose to approve this request, city staff would recommend the following motion:

### Recommended Motion:

Motion to Approve the Cardiac Monitor Replacement Proposal in the amount of \$67,916.00 from Physio-Control (LifePack-15) utilizing funds from the Santaquin City Fire Department Carry Over FY2019-20 Fund Balance.

City Council Members,

Monday, August 3<sup>rd</sup> I received a phone call that was unexpected and disheartening. The phone call was from our local Physio-Control rep Pam Gord. Physio-Control is the manufacturer of our Cardiac Defibrillators. This call was to inform me that parts for our current LifePak 15 cardiac monitors were no longer available. These units have been under a service recall for a main computer board. Pam, our local rep, advised me that the manufacturer was no longer producing these essential parts.

Our LifePak 15s have been in service for 8 years, and were originally purchased on July 26, 2012. Each year they have been maintained and we have not had any issues with them. Physio-Control sent out a recall notice earlier this year for a part on the main computer board. Physio-Control recalled these units as a precaution and was waiting additional parts from their manufacturer.

Due to the COVID-19 pandemic, this manufacturer has not been able to manufacture enough of these main computer boards and has since stopped production. Physio-Control is unable to locate another source for these main boards and notified us of the issue. At this time, Physio-Control is offering a substantial discount and trade in on these machines as a resolution for correcting the issue. This was not something on my radar until I took the phone call on August 3<sup>rd</sup>.

I have been working with Pam and have received a quote for new equipment. This quote is for new monitors only. I have spoken with City Manager Reeves about the possibility of pulling money from the Fire Department Reserve account to pay for these in whole. We currently have money set aside from state and federal wildland fire revenue for unforeseen circumstances like this. I am seeking City Council approval to transfer the sum of \$67,916.00 from our reserve account, to pay for these new monitors.

Below is a summary of the costs from each of the 3 manufactures used in the state of Utah. Also listed are the advantages and disadvantages of each as a quick reference

Manufacture	Cost	Advantages	Disadvantages
Physio-Control (LifePak-15)	\$67,916.00	No Training Issues, Same Device no need to purchase new accessories, batteries, ect. Compatible with current AED's utilized in the city, and PD. Cheapest Cost.	
Zoll	\$126,455.68		Training Issues, Implementation delay
Phillips	\$160,733.35		Training Issue, New Item on Market, not proven in US, No agency in Utah currently using these

Cardiac defibrillators are essential equipment used on our ambulances. They provide critical diagnostics during initial patient assessment of every medical call we go on. Having properly functioning equipment is of utmost importance to me in providing the best medical service we can to our residents. Resolving this unforeseen issue becomes a top priority for the fire department and I would appreciate the support of the City Council to move forward with approval to purchase these monitors.



## Santanquin LP15

Quote Number: 10210898

Version: 1

Prepared For: SANTAQUIN AMB

Attn:

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Pamela Gord

Email: pam.gord@stryker.com

Phone Number: (801) 230-5071

Mobile: (801) 230-5071

Quote Date: 08/11/2020

Expiration Date: 11/09/2020

Delivery Address		End User - Shipping - Billing		Bill To Account	
Name:	SANTAQUIN AMB	Name:	SANTAQUIN AMB	Name:	SANTAQUIN AMB
Account #:	1154839	Account #:	1154839	Account #:	1154839
Address:	275 W MAIN ST	Address:	275 W MAIN ST	Address:	275 W MAIN ST
	SANTAQUIN		SANTAQUIN		SANTAQUIN
	Utah 84655		Utah 84655		Utah 84655

### Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	4	\$23,874.50	\$95,498.00
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	1	\$0.00	\$0.00
3.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	4	\$219.05	\$876.20
4.0	11220-000028	LIFEPAK 15 Carry case top pouch	4	\$39.65	\$158.60
5.0	11260-000039	LIFEPAK 15 Carry case back pouch	4	\$56.55	\$226.20
6.0	TR-15V1V2-LP15	TRADE-IN-STRYKER LP15V1/V2 TOWARDS PURCHASE OF LIFEPAK 15	4	-\$7,500.00	-\$30,000.00
7.0	11171-000082	Masimo™;RC Patient Cable - EMS, 4 FT.	2	\$162.50	\$325.00
8.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	2	\$416.00	\$832.00
Equipment Total:					\$67,916.00

### Price Totals:

Grand Total: \$67,916.00

Comments:



## Santanquin LP15

Quote Number: 10210898

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P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Pamela Gord

Email:

pam.gord@stryker.com

Phone Number:

(801) 230-5071

Mobile:

(801) 230-5071

Quote Date: 08/11/2020

Expiration Date: 11/09/2020

LifePak 15: V1/V2 Loyalty Program

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

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AUTHORIZED CUSTOMER SIGNATURE

PENDING APPROVAL

**Deal Consummation:** This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

**Confidentiality Notice:** Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

**Terms:** Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

**Cancellation and Return Policy:** In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.



## **LIFEPAK® 15 service**

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
  - If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
  - Stryker will continue to offer contractual service on a yearly basis only
  - Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
  - If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

### **Medical**



**TO: Santaquin Fire Department**  
 275 West Main Street  
 Santaquin, UT 84655

Attn: **Ryan Lind**

Tel: 801-310-5309

## ZOLL Medical Corporation

Worldwide Headquarters  
 269 Mill Rd  
 Chelmsford, Massachusetts 01824-4105  
 (978) 421-9655 Main  
 (800) 348-9011  
 (978) 421-0015 Customer Support  
 FEDERAL ID#: 04-2711626

**QUOTATION 351467 V:1**

**DATE:** August 04, 2020

**TERMS:** SPECIAL

**FOB:** Shipping Point

**FREIGHT:** Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231011-01	<p><b>X Series ® Manual Monitor/Defibrillator</b>            with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"( 16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p><b>Accessories Included:</b></p> <ul style="list-style-type: none"> <li>• MFC cable</li> <li>• MFC CPR connector</li> <li>• A/C power adapter/ battery charger</li> <li>• A/C power cord</li> <li>• One (1) roll printer paper</li> <li>• 6.6 Ah Li-ion battery</li> <li>• Carry case</li> <li>• Declaration of Conformity</li> <li>• Operator's Manual</li> <li>• Quick Reference Guide</li> </ul> <p>• One (1)-year EMS warranty</p> <p><b>Advanced Options:</b>  <b>Real CPR Help Expansion Pack</b>            CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI)            • See - Thru CPR artifact filtering</p> <p><b>ZOLL Noninvasive Pacing Technology:</b></p>	4	\$40,020.00	\$29,614.80	\$118,459.20 *

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Taylor Jones  
 Territory Manager

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**TO: Santaquin Fire Department**  
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**Attn: Ryan Lind**

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**QUOTATION 351467 V:1**

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<b>Masimo Pulse Oximetry</b>  <b>SP02 &amp; SpCO</b> <ul style="list-style-type: none"> <li>• Signal Extraction Technology (SET)</li> <li>• Rainbow SET ( for SpCO &amp; SpMet)</li> </ul> <b>NIBP Welch Allyn includes:</b> <ul style="list-style-type: none"> <li>• Smartcuff 10 foot Dual Lumen hose</li> <li>• SureBP Reusable Adult Medium Cuff</li> </ul> <b>End Tidal Carbon Dioxide monitoring (ETCO2)</b> <b>Orion Microstream Technology:</b> Order required Microstream tubing sets separately  <b>Interpretative 12- Lead ECG:</b> <ul style="list-style-type: none"> <li>• 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set</li> </ul>				
2	8000-001392	Rainbow, RC-4, 4FT, Reusable EMS Patient Cable	4	\$245.00	\$198.45	\$793.80 *
3	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	4	\$845.00	\$684.45	\$2,737.80 *

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Territory Manager

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FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
4	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	4	\$157.50	\$127.58	\$510.32	*
5	8000-0580-01	Six hour rechargeable Smart battery	3	\$519.75	\$421.00	\$1,263.00	*
6	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	1	\$2,712.15	\$2,196.84	\$2,196.84	*
7	8300-0524-01	Smart CapnoLine Plus O2 Adult (O2 tubing), Case of 25	1	\$355.00	\$287.55	\$287.55	*
8	8900-0400	<b>CPR stat•padz</b> HVP Multi-Function CPR Electrodes - 8 pair/case	1	\$588.00	\$476.28	\$476.28	*
9	8900-0810-01	<b>pedi•padz® II</b> Pediatric Multi-Function Electrodes - Designed for use with the AED Plus. The AED recognizes when pedi•padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life. One pair.	4	\$99.75	\$80.80	\$323.20	*
10	8000-000901-01	ECG plain white paper- 80mm (pack of 6 rolls)	1	\$25.20	\$20.41	\$20.41	*
11	8300-000676	OneStep Cable, X Series	4	\$446.25	\$361.46	\$1,445.84	*

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
12	8009-0020	CPR-D Padz and CPR Stat Padz Connector for R Series	4	\$393.75	\$318.94	\$1,275.76	*
13	8900-000219-01	OneStep Pediatric CPR Electrode (1 pair)	4	\$91.88	\$74.42	\$297.68	*
14	8778-89055-WF	Please refer to "Technical Support and On-Site Service" document. Includes: Annual preventive maintenance, discounts of 27% on new cables, 27% discount on additional lithium SurePower Batteries, 27% discount on parameter upgrades, Lithium-ion SurePower II Battery replacement upon failure, and accidental damage (See comments) coverage. Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty.	4	\$8,435.00	\$7,592.00	\$30,368.00	*
15	7800-0412	LifePak 15 Biphasic w/Pacing, 12 lead + 3 parameters or more Trade-In	4		(\$8,500.00)	(\$34,000.00)	**

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Taylor Jones  
Territory Manager

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**QUOTATION 351467 V:1**

DATE: August 04, 2020

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FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<p>Special Payment Terms: 20% due net 30, 20% due August 15, 2021, 20% due August 15, 2022, 20% due August 15, 2023, balance due August 15, 2024.</p> <p>By placing a Purchase Order in response to this quotation, Santaquin Fire Department agrees that it thereby grants to ZOLL a purchase money security interest in all the goods referenced by such purchase order and acknowledges that ZOLL may file a UCC Financing Statement ordering such purchase money security interest. Customer further agrees to execute a Security Agreement to be provided by ZOLL within seven days of shipment pursuant to such purchase order.</p> <p>*Reflects Discount Pricing.</p> <p>**Trade-In Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.</p>				

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**QUOTATION 351467 V:1**

**DATE:** August 04, 2020

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<b>**Trade value guaranteed only through September 30, 2020.</b>				

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**TOTAL \$126,455.68**

Taylor Jones  
Territory Manager

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5. FORWARD PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT

[esales@zoll.com](mailto:esales@zoll.com) OR FAX TO 978-421-0015.

6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.

7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).



# QUOTE

## LifeMed Safety, Inc.

6124 E 162nd Ave.  
Brighton, CO 80602-7966

Main: (800) 276-0274

Email: [orders@lifemedssafety.com](mailto:orders@lifemedssafety.com)

Website: [www.lifemedssafety.com](http://www.lifemedssafety.com)

Quote #: 20-00981

Date: 08/12/2020

### Bill To

**Santaquin City Ambulance**

Ryan Lind

275 W Main St

Santaquin, UT 84655

### Ship To

**Santaquin City Ambulance**

Ryan Lind

275 West Main Street

Santaquin, UT 84655

### TOTAL

**\$160,733.35**

Valid Until: 11/10/2020

Payment Terms		Sales Rep	Shipping Method		
Net 30		Ian Call	FedEx Ground		
Qty	Item #	Description	Unit Price	Sales Price	Amount
4	989706001671	Tempus ALS Manual Package 2 Tempus Pro - Printer, SpO2, NIBP, ECG, ETCO2 & Temp (single-channel) Includes: USA Mains Cable (01-2055), Pro Rechargeable Battery (01-2051), Adult Plus Reusable NIBP Cuff (01-2271), Blood Pressure Hose (8ft, 01-2074), Rail System & Saddlebag- (01-2241 & 05-2036), Tempus Pro Shoulder Strap & Kit (05-2038), Masimo Rainbow Cable RC25-4RA 25-Pin (01-2088), MasimoSET M-LNCS DBI Adt Reusable Sensor (01-2089), Operator Manual (43-2001), Maintenance Manual (43-2003), 1 roll of paper Tempus LS-Manual Defibrillator 5.7" color screen, fixed & demand pacing, manual defibrillation and cardioversion, CPR metronome Includes: 3-Lead ECG Cable (01-2068), LS rechargeable Battery (01-3011)	\$36,500.00	\$34,675.00	\$138,700.00
1	989706000961	TEMPUS PRO - Printer Paper with 110mm Grid, Box of 10.	\$65.00	\$61.75	\$61.75
4	989706010005	IntelliSpace Corsium ReachBak, Annual/1Yr Subscription for One (1) TEMPUS PRO	\$750.00	\$712.50	\$2,850.00
4	989706010100	CPR Sensor - Single Use Adh Pads x5	\$80.00	\$76.00	\$304.00
4	989706001271	TEMPUS PRO - 12-Lead ECG License (AAMI) Includes 12-Lead ECG Modular Cable (8ft)	\$3,250.00	\$3,087.50	\$12,350.00
4	989706010080	CPR Sensor Reusable, USB connected CPR sensor. Measures compression quality and provides on-scene coaching.	\$1,200.00	\$1,140.00	\$4,560.00
4	989706001251	TEMPUS PRO - Patient Data Email License Software license to enable email feature.	\$1.00	\$0.95	\$3.80
4	989706001261	TEMPUS PRO - ePCR Export License	\$1.00	\$0.95	\$3.80
4	989706001221	TEMPUS PRO - ST & QT Real Time. Software license to activate ST & QT Real Time Analysis and Alarming.	\$500.00	\$475.00	\$1,900.00



## QUOTE

**NOTES:**

\*Shipping: Free ground shipping (Contiguous U.S. Only) on orders over \$99.00 - Except RDT and CertaDose orders

\*\*Sales Tax Exempt: New Customers - Please send tax exempt details to [orders@lifemedssafety.com](mailto:orders@lifemedssafety.com)

<b>Subtotal</b>	<b>\$160,733.35</b>
*Shipping	To Be Calculated
**Sales Tax	To Be Calculated
<b>TOTAL</b>	<b>\$160,733.35</b>



**RESOLUTION 08-07-2020**  
**A RESOLUTION APPROVING AN INFRASTRUCTURE**  
**DEFERRAL AGREEMENT FOR THE ERCANBRACK 2-**  
**LOT SUBDIVISION**

**BE IT HEREBY RESOLVED:**

**SECTION 1:** The attached document represents the Infrastructure Deferral Agreement for the Ercanbrack 2-lot Subdivision.

**SECTION 2:** This Resolution shall become effective upon passage.

Approved on this 18<sup>th</sup> day of August, 2020.

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Kirk F. Hunsaker, Mayor

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K. Aaron Shirley, City Recorder



## **INFRASTRUCTURE DEFERRAL AGREEMENT**

THIS AGREEMENT, is made and entered into, effective as of the 18<sup>th</sup> day of August, 2020, by and between the City of Santaquin, Utah, a municipality and political subdivision of the State of Utah, hereinafter (“City”) and Clint L. Ercanbrack and Carol J. Ercanbrack, hereinafter referred to as (“Property Owner”).

### **WITNESSETH:**

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

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

WHEREAS, Property Owner owns certain real property located in the City, which real property is more particularly described in Exhibit A hereto (the “Property”), and has submitted an application to subdivide the Property in order to create two new lots for single family homes on the Property (the “Application”); and

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

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

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

WHEREAS, the parties now desire to enter into this Agreement in order to establish the terms and conditions of their agreement.

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

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

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

- a. Curb and Gutter along 400 North; and
- b. Sidewalk along 400 North; and

- c. Extension of road base and asphalt or other hard surface paving between the Property and the existing paved surface of the adjacent street(s); and
- d. Landscaping within the public right-of-way along 400 North; and
- e. Connection of anticipated residential structures on the two proposed lots to the public sanitary sewer system; and
- f. Culinary water line extension for the easterly most 180 feet of frontage along 400 North street.

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

4. Within ten years of recordation of this agreement, the City shall adopt a plan for the construction of infrastructure improvements a through e listed above, adjacent to the Property and shall notify Property Owner to commence construction of the Deferred Improvements. Item f will be required upon the further development of this property or property located directly east and south of the Owner's property.

5. Property Owner agrees and commits to the following terms and conditions regarding the construction of the Deferred Improvements:

a. Property Owner shall commence construction of the Deferred Improvements within 30 days of the notice described in paragraph 3 above, and shall complete the Deferred Improvements within 90 days of said notice.

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

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

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

e. Each new residential dwelling constructed on the Property shall be serviced by a private sanitary sewer system until such time as gravity flow potential is made available to the north and west of the Plat. Private sanitary sewer systems under this part will be constructed at the sole expense of the building permit applicant, and will be designed to be north of the dwellings. Property Owners will record easements with the Plat which enable future owners of each platted lot to run sanitary sewer laterals through neighboring lots and/or other portions of the Property sufficient to make connections with infrastructure in the future 600 East road. Each such dwelling shall be connected to the City's wastewater treatment collection infrastructure within 90 days of written notice from the City that access to that infrastructure is available to the Property.

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

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

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

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

10. Notwithstanding the provisions of this Agreement, the parties expressly agree that CITY may at any time, at its option, install and/or complete the Deferred Improvements. Should CITY exercise such option, Property Owner shall reimburse the City, within 30 days of an invoice from the City, for all costs resulting from said installation and/or completion.

11. Should Property Owner fail to install and complete the improvements as required by CITY pursuant to the terms of this Agreement or reimburse CITY as herein agreed, or otherwise fail to perform its obligation pursuant to the terms of this Agreement, Property Owner recognizes City's right to recover the costs necessary to install the improvements or obtain reimbursement therefore through foreclosure proceedings on the property described above, and shall not contest the same.

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

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

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

15. Any and all of the obligations of Property Owner as outlined in this Agreement shall run with the land described above and shall constitute an encumbrance thereon. The rights, duties and obligations herein shall inure to the benefit of and be binding upon the heirs, successors-in-interest, assigns, transferees, and any subsequent purchaser of the parties.

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

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

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

If to City to:

*Santaquin City  
c/o Benjamin Reeves, City Manager  
275 West Main Street  
Santaquin, UT 84655*

Copy to:

*Brett B. Rich, Esq.  
Nielsen & Senior  
15 W. South Temple, Suite 1700  
Salt Lake City, Utah 84101*

If to Property Owner to:

*Clint L. & Carol J. Ercanbrack  
605 East 400 North  
Santaquin, UT 84655*

19. This Agreement may be executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of six (6) pages, including notary acknowledgment forms, and an additional two (2) 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	Proposed Plat: Ercanbrack Subdivision Plat A

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

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

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

23. Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party.

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

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

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

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

28. A Notice of Agreement shall be filed in the office of the Utah County Recorder.

IN WITNESS THEREOF, this Agreement has been executed by a person duly authorized by PROPERTY OWNER to execute the same and by the duly elected Mayor of the City of Santaquin, with the approval of the Santaquin City Council as of the 18<sup>th</sup> day of August, 2020.



**CITY OF SANTAQUIN**

\_\_\_\_\_  
**KIRK F. HUNSAKER, Mayor**

ATTEST:

\_\_\_\_\_  
Susan B. Farnsworth, City Recorder

STATE OF UTAH       )  
                                  :ss  
COUNTY OF UTAH    )

On this 18<sup>th</sup> day of August, 2020, personally appeared before me, Kirk F. Hunsaker who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.

\_\_\_\_\_  
Notary Public

**PROPERTY OWNER**

\_\_\_\_\_  
Clint L. Ercanbrack

STATE OF UTAH     )  
                              :ss  
COUNTY OF UTAH    )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, Clint L. Ercanbrack who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Carol J. Ercanbrack

STATE OF UTAH     )  
                              :ss  
COUNTY OF UTAH    )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, Carol J. Ercanbrack who, after being duly sworn, acknowledged to me that she is authorized to execute this document and who executed the same.

\_\_\_\_\_  
Notary Public

## Exhibit A: Property Identifier



The Property is identified by Utah County Recorder Parcel Serial Numbers 29:044:0061 and 29:044:0061 as depicted in the above figure.

[illegible]