

NOTICE AND AGENDA

Notice is hereby given that the City Council of the City of Santaquin will hold a City Council Meeting on Tuesday, March 3, 2020 in the Court Room, 275 W Main, upper level at 7:00 pm

- 1. ROLL CALL**
 - 2. PLEDGE OF ALLEGIANCE**
 - 3. INVOCATION/INSPIRATIONAL THOUGHT**
 - 4. DECLARATION OF ANY CONFLICT OF INTEREST**
 - 5. CONSENT AGENDA**
 - a. Minutes:
 1. February 18, 2020 – City Council Work Session Minutes
 2. February 18, 2020 – City Council Meeting Minutes
 - b. Bills:
 1. \$210,921.68
 - c. Consent Action Items:
 1. Out of State Training Request – Aaron Shirley (GFOA Conference – Scholarship)
 2. Resolution 03-01-2020 – “A Resolution Declaring Surplus Property” – Irrigation Wheel Lines
 - 6. PUBLIC FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS**
 - a. Volunteer of the Month – Chelsea Rowley
 - b. Youth City Council Award & Recognitions
 - c. Payson Santaquin Chamber of Commerce – Business of the Month Award
 - d. Award Culinary & Pressurized Irrigation Water Master Plan Update Contract - Hansen, Allen & Luce
 - 7. FORMAL PUBLIC HEARING**
 - 8. BUILDING PERMIT & BUSINESS LICENSE REPORT**
 - 9. REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES**
 - a. City Manager Benjamin Reeves
 - b. Assistant City Manager Norman Beagley
 - c. Community Development Director Jason Bond
 - 10. NEW BUSINESS & ADOPTION OF ORDINANCES AND RESOLUTIONS**
 - a. Ordinance 03-01-2020 “An Ordinance Amending the Electric Utility Franchise and General Utility Easement Agreement with Rocky Mountain Power”
 - b. Resolution 03-02-2020 “A Resolution Approving an Infrastructure Deferral Agreement for the Ellsworth Town Homes 2-Lot Subdivision”
 - c. Resolution 03-03-2020 “A Resolution Authorizing a Contract Renewal and Extension for the City Manager Position”
 - 11. REPORTS BY MAYOR AND COUNCIL MEMBERS**
 - a. Council Members
 - b. Mayor Hunsaker
 - 12. EXECUTIVE SESSION** (May be called to discuss the character, professional competence, or physical or mental health of an individual)
 - 13. EXECUTIVE SESSION** (May be called to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property)
 - 14. ADJOURNMENT**
- If you are planning to attend this Public Meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City ten or more hours in advance and we will, within reason, provide what assistance may be required.

CERTIFICATE OF MAILING/POSTING

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

BY: _____
K. Aaron Shirley, City Recorder



The work 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 Lynn Mecham, Council Member David Hathaway

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

INVOCATION

Mayor Hunsaker offered an invocation.

DISCUSSION ITEMS

Discussion and Recap of the 02-08-2020 Budget Retreat Meeting

City Manager Reeves showed the results of the project priority ranking activity done in the budget retreat and explained the budget process of narrowing down on projects until it fits within the budget.

Council Member Miller asked why projects that only cost staff time needed to be voted on and ranked. City Manager Reeves responded that this is to help the Council understand what projects, time, and efforts are being put in by staff as these represent an opportunity cost with regard to other projects that the Council wants done during the year and the limited amount of time available to the staff.

Council Member Montoya asked whether or not a project being outside of the top 25 of the project rankings meant that it would not get funded. City Manager Reeves said it all depends on the costs of the projects and it is very possible that a project outside of the top 25 could get funded depending on the costs of the other higher priority projects.

Council Member Hathaway asked about a particular project labeled 242. City Manager Reeves explained that this project was a consideration for the city to work with the County, State, and other stakeholders to plan and promote an agritourism look and feel to portions of the city in the future. Community Development Director Bond explained that this agritourism is a proactive approach to development instead of reactive, that the city has been doing thus far, as the city would have a plan of how future development should look and feel.

City Manager Reeves asked if there was any feedback to the Budget Planning Meeting and both Council Members Montoya and Miller responded that they thought the retreat should be broken up into two days instead of one. Having a two-day retreat would allow the time needed by both directors to give their reports on the first

day and Council Members to digest those reports for the next day's project ranking activity.

Discussion Regarding City Facilities

Museum

The costs for the museum building improvements remain at \$150,000-\$200,000 and City Manager Reeves asked the Council what they wanted to do with the museum.

Council Member Miller said he wanted community input before the Council made a decision but also wanted the community to understand the associated costs and opportunity costs. Miller expressed his concern with spending funds for a museum that is so infrequently used.

Council Member Mecham clarified that the price mentioned to fix the museum is only a partial solution, and would only fix the roof. It would not address the structural issues with the building. City Manager Reeves confirmed that this was correct. Mecham also expressed concern with the liability issues facing the city with the artifacts within the museum being uninsured within such an unstable building.

Community Development Director Bond said that the question that should be asked is where the artifacts would be moved to whether or not the building is repaired or not since they would need to move in either case.

City Office Space Needs for Public Safety & Staff

The topic of discussion then moved to the top project priority by both Council and staff, which was office space needs for public safety and other city staff. The alternatives for more office space from the Budget Planning Meeting were reviewed and the top choices by both Council and staff were discussed including renting or building.

Council Member Miller said that staff needed to get comparable figures for all the additional office space options and bring those figures and designs to the public. Council Member Mecham and Hathaway agreed.

Council Member Mecham said that citizens will not understand why more office space is needed for fire, police, and staff and that a town hall meeting would be needed so that they understand the alternatives and solutions with hard figures and dollar amounts attached to them.

ADJOURNMENT

Council Member Miller motioned to adjourn at 6:44 p.m.

Council Member Montoya seconded the motion.

Kirk F. Hunsaker, Mayor

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 Lynn Mecham, Council Member David Hathaway

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 Miller.

INVOCATION/INSPIRATIONAL THOUGHT

Bryan Mecham offered an invocation.

CONSENT AGENDA

Minutes:

February 04, 2020 – City Council Work Session Minutes

February 04, 2020 – City Council Meeting Minutes

February 18, 2020 – City Council Special Work Meeting – FY2020-2021 Budget Planning

Bills: \$553,254.22

Other:

Out of State Training Request for Taylor Sutherland & Ryan Lind

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 Mecham	Aye
Council Member Hathaway	Aye

The motion passed 4-0

PUBLIC FORUM, AWARDS, & APPOINTMENTS

Award a Pay Equity and Market Study

Council Member Mecham motioned to approve and award a pay equity and market study with personnel system & services in an amount not to exceed \$15,540.

Council Member Miller seconded.

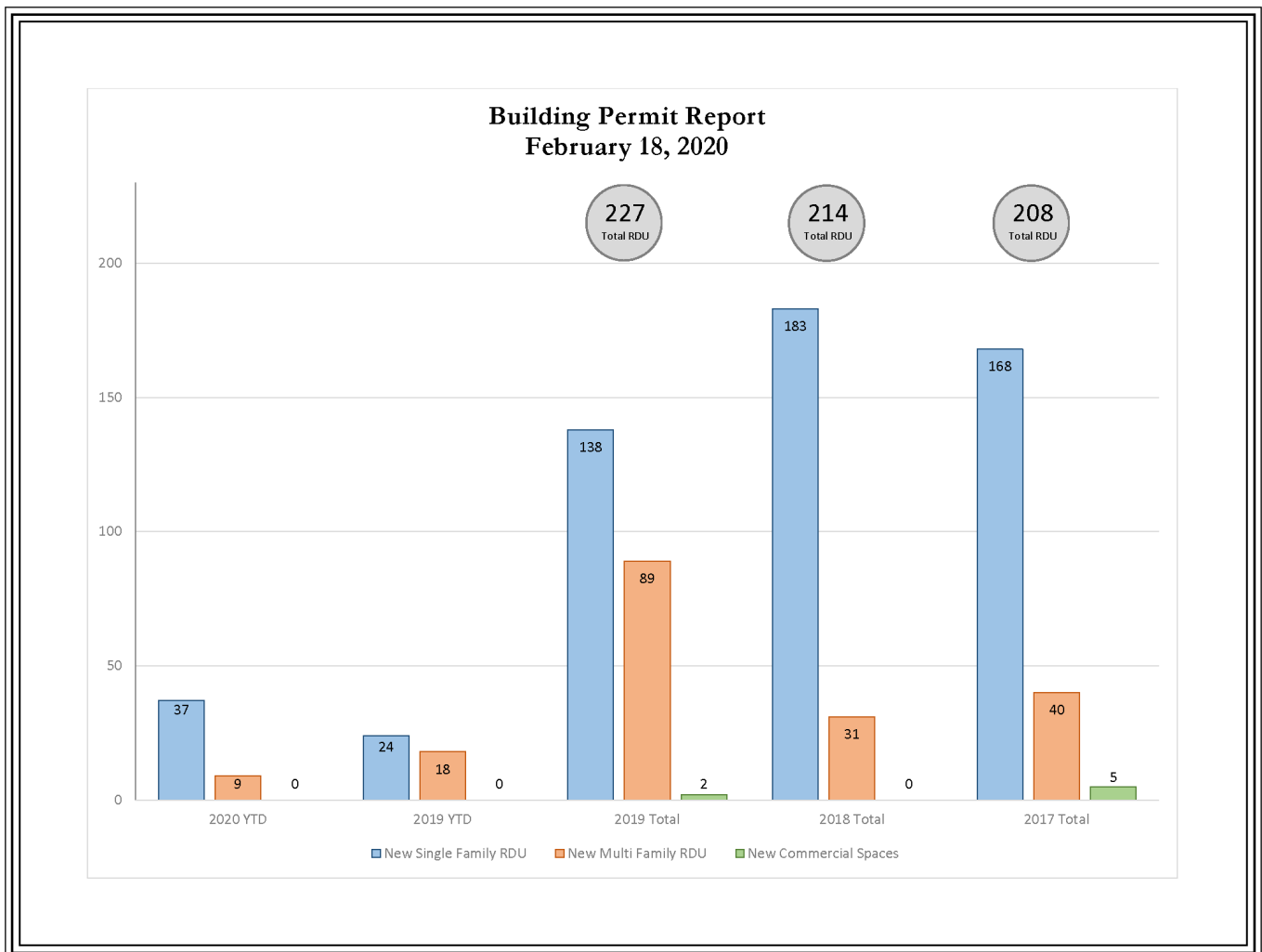
Roll Call:

Council Member Miller	Aye
Council Member Montoya	Aye
Council Member Mecham	Aye
Council Member Hathaway	Aye

The motion passed 4-0

BUILDING PERMIT & BUSINESS LICENSE REPORT

Community Development Director Bond reported the following:



There were no new business licenses to report.

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

City Manager Reeves –

- There has been a lot of recent work going into the budget and budget process.
- There was an incident at a Jr. Jazz game with players, parents, and officers that is being looked into.

Assistant City Manager Beagley –

- UDOT is currently studying and modeling the traffic on Main Street caused by the interchange and they are finding out about the challenges that the city is facing. The city will continue working with UDOT to move it up the priority list of UDOT projects.
- Development Review Committee has been busy with proposals.

Community Development Director Bond –

- Reported on Summit Ridge Towns which is a development that would be around 430 units.
- Reported on the Melholf property who is requesting a rezone to residential on the backend of their property but maintaining the commercial zoning along the frontage road. Development will be between 200 and 300 units with multiple uses. This would go through the open and public meeting process for the rezone. Community Development Director Bond showed the plats to be developed at Council Member Mecham's request.

Legal Counsel Rich –

- Nothing to report.

NEW BUSINESS & ADOPTION OF ORDINANCES AND RESOLUTIONS

Discussion and Possible Action Regarding the Creation of a New Full Time Patrol Officer Position in the Santaquin City Police Department

City Manager Reeves stated that this came out as the number one ranked priority for personnel in the recent budget planning meeting. Police Chief Hurst said this was to reserve a spot in the police academy for the coming year.

Motion: Council Member Montoya motioned to the Creation of a New Full Time Patrol Officer Position in the Santaquin City Police Department in the FY2019-2020 starting on May 1st, 2020.

Council Member Miller seconded the motion.

Roll Call:

Council Member Miller	Aye
Council Member Montoya	Aye
Council Member Mecham	Aye
Council Member Hathaway	Aye

The motion passed 4-0

Ordinance 02-01-2020, “An Ordinance Establishing Santaquin City Code, Title 6, Chapter 5, Traffic Control”

Community Development Director Bond explained the purpose of this ordinance was to ensure that any traffic control devices installed in the city were done according to procedural review and not political decisions. Bond thanked City Attorney Rich for his work on the ordinance over the weekend and shared Rich’s recommendations and changes to the ordinance. This ordinance brings any requests for traffic control devices before the Development Review Committee for approval.

Council Member Montoya asked what the process looked like in terms of citizens bringing requests to the Development Review Committee. Community Development Director Bond explained that there is a brief application that would allow the Development Review Committee to investigate and determine if there was a technical need for the traffic control device.

Mayor Hunsaker asked if the best practices document provided by Parametrix traffic engineers from the last master plan update would be the guiding methodology for the Development Review Committee. Community Development Director Bond responded that yes those best practices were at the core of this process but that this ordinance would provide considerably wider flexibility and discretion from both the Development Review Committee and the City Council for each case that comes before them.

Motion: Council Member Mecham motioned to approve Ordinance 02-01-2020, “An Ordinance Establishing Santaquin City Code, Title 6, Chapter 5, Traffic Control Devices”

Council Member Montoya seconded the motion.

Roll Call:

Council Member Miller	Aye
Council Member Montoya	Aye
Council Member Mecham	Aye
Council Member Hathaway	Aye

The motion passed 4-0

REPORTS BY MAYOR AND COUNCIL MEMBERS

Mayor Hunsaker –

- Went to the Santaquin-Payson Chamber of Commerce banquet last week and presented the Business of the Year Award to Olsen’s Greenhouse.

Council Member Miller –

- Police Department hired a new officer.

Council Member Montoya –

- Youth City Council did a ‘heart attack’ for Valentine’s Day which included positive messages and notes on staff doors.

Council Member Mecham –

- Wanted to thank staff for all they do and was impressed at the budget planning meeting with everything that has been done in the past year by city staff.

Council Member Hathaway –

- Wanted to know when staff thought a city skate park could happen in the city. City Manager Reeves said the first step would be to either update the Parks Master Plan and IFFP to allow impact fees to cover such a project or to have a direct allocation of funds from the Council.

ADJOURNMENT

At 8:49 pm Council Member Miller moved to adjourn.

Council Member Montoya seconded the motion.

The vote was as follows:

Roll Call:

Council Member Miller	Aye
Council Member Montoya	Aye
Council Member Mecham	Aye
Council Member Hathaway	Aye

The motion passed 4-0

Kirk F. Hunsaker, Mayor

K. Aaron Shirley, City Recorder

SANTAQUIN CITY CORPORATION
Invoice Register - 2/15/2020 to 2/28/2020 - All Invoices

3/2/2020

<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-02-25-2020	ADCOCK, ARTHUR LEE	80030	2/27/2020	2/27/2020	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 02-2
021920	ADT SECURITY SERVIES, INC	79984	2/19/2020	2/19/2020	\$178.92			
					178.92	1051300	BUILDINGS & GROUND MAIN	MUSEUM SECURITY SYSTEM
2020-0284	ALL PRO SECURITY, LLC	79982	2/19/2020	2/19/2020	\$480.00			
					480.00	1042310	PROFESSIONAL & TECHNICA	2 APS Deputy Constables, SFO
2985	BENNETT PAVING AND CONSTRUCTI	79998	2/25/2020	2/25/2020	\$6,543.15			
					6,543.15	4540300	SUMMIT RIDGE PARKWAY EX	W-BEAM GUARDRAIL
Refund: 953508	BENTLEY, MYLES R *	79999	2/25/2020	2/25/2020	\$110.03			
					110.03	5113110	ACCOUNTS RECEIVABLE	Refund: 953508 - BENTLEY, MY
1624733	BONNEVILLE INDUSTRIAL SUPPLY C	80004	2/25/2020	2/25/2020	\$463.10			
					463.10	5240550	WRF - EQUIPMENT MAINTEN	FE3236 LOUISVILLE 36' FIBER
20B0489	CHEMTECH-FORD, INC	79994	2/24/2020	2/24/2020	\$80.00			
					80.00	5240310	PROFESSIONAL & TECHNICA	WRF
20B0788	CHEMTECH-FORD, INC	80013	2/27/2020	2/27/2020	\$80.00			
					80.00	5240310	PROFESSIONAL & TECHNICA	WRF
	Vendor Total:				\$160.00			
PR021520-7171	CHILD SUPPORT SERVICES/ORS	79955	2/21/2020	2/21/2020	\$215.54			
					215.54	1022420	GARNISHMENTS	Garnishment - Child Support
0377637	CHRISTENSEN OIL	79995	2/24/2020	2/24/2020	\$177.25			
					177.25	4140701	RELOCATION TO PW BUILDIN	KEROSENE-BUCKET
235878	CHRISTENSEN OIL	79995	2/24/2020	2/24/2020	\$2,344.64			
					586.16	1060260	FUEL	DYED ULTA-LOW SULFUR DIE
					586.16	5140260	FUEL	DYED ULTA-LOW SULFUR DIE
					586.16	5240260	FUEL	DYED ULTA-LOW SULFUR DIE
					586.16	5440260	FUEL	DYED ULTA-LOW SULFUR DIE
	Vendor Total:				\$2,521.89			
IVC0095068	COAST TO COAST SOLUTIONS	79987	2/20/2020	2/20/2020	\$178.72			
					178.72	7240240	SUPPLIES	PUZZLES & TOYS
3403	COLE SURVEYING & ENGINEERING	80000	2/25/2020	2/25/2020	\$300.00			
					300.00	1048310	PROFESSIONAL & TECHNICA	PREPARE TWO LEGAL DESCR
Refund: 3731180	DEGRAFFENRIED, JIMMY	80018	2/26/2020	2/26/2020	\$19.56			
					19.56	5113110	ACCOUNTS RECEIVABLE	Refund: 3731180 - DEGRAFFE
Refund: 3731780	DEGRAFFENRIED, JIMMY	80017	2/26/2020	2/26/2020	\$56.24			
					56.24	5113110	ACCOUNTS RECEIVABLE	Refund: 3731780 - DEGRAFFE
Refund: 6202570	DEGRAFFENRIED, JIMMY	80014	2/26/2020	2/26/2020	\$203.34			
					203.34	5113110	ACCOUNTS RECEIVABLE	Refund: 6202570 - DEGRAFFE
Refund: 6202730	DEGRAFFENRIED, JIMMY	80015	2/26/2020	2/26/2020	\$57.14			
					57.14	5113110	ACCOUNTS RECEIVABLE	Refund: 6202730 - DEGRAFFE
Refund: 6202870	DEGRAFFENRIED, JIMMY	80016	2/26/2020	2/26/2020	\$57.14			
					57.14	5113110	ACCOUNTS RECEIVABLE	Refund: 6202870 - DEGRAFFE
17290930	DESERET BOOK COMPANY	79988	2/20/2020	2/20/2020	\$91.16			
					91.16	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
Refund: 809004	DIMENSION REALTY SERVICES	80019	2/26/2020	2/26/2020	\$200.00			
					200.00	5113110	ACCOUNTS RECEIVABLE	Refund: 809004 - DIMENSION
PR021520-8708	ECMC - MN	79956	2/21/2020	2/21/2020	\$219.52			
					219.52	1022420	GARNISHMENTS	Garnishment

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Invoice Register - 2/15/2020 to 2/28/2020 - All Invoices

3/2/2020

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PR021520-383	EFTPS	9999	2/21/2020	2/21/2020	\$27,705.59			
					15,955.40	1022210	FICA PAYABLE	Social Security Tax
					3,731.68	1022210	FICA PAYABLE	Medicare Tax
					8,018.51	1022220	FEDERAL WITHHOLDING PAY	Federal Income Tax
20115158	EPIC ENGINEERING	79964	2/19/2020	2/19/2020	\$1,842.00			
					1,842.00	1022450-188	(INSP) [A-11] APPLE HOLLOW	QUALITY ASSURANCE
20115159	EPIC ENGINEERING	79964	2/19/2020	2/19/2020	\$380.00			
					380.00	1022450-149	(INSP) [A10] APPLE HALLOW-	QUALITY ASSURANCE
20115160	EPIC ENGINEERING	79964	2/19/2020	2/19/2020	\$96.50			
					96.50	1022450-157	(INSP) HIGH PARK SOUTH	QUALITY ASSURANCE
20115189	EPIC ENGINEERING	79964	2/19/2020	2/19/2020	\$2,465.00			
					2,465.00	1022450-185	(INSP) [G-1] ORCHARDS	QUALITY ASSURANCE
20115190	EPIC ENGINEERING	79964	2/19/2020	2/19/2020	\$3,003.00			
					3,003.00	1022450-199	(INSP) [F] FOOTHILL VILLAGE	QUALITY ASSURANCE
20115191	EPIC ENGINEERING	79964	2/19/2020	2/19/2020	\$140.00			
					140.00	1022450-207	(INSP) EVERGREEN POINTE	QUALITY ASSURANCE
20115219	EPIC ENGINEERING	79964	2/19/2020	2/19/2020	\$789.50			
					789.50	1022450-234	(INSP)[A-12] APPLE HOLLOW	QUALITY ASSURANCE
	Vendor Total:				\$8,716.00			
UTSPA219217	FASTENAL COMPANY	79965	2/18/2020	2/18/2020	\$78.76			
					78.76	5240550	WRF - EQUIPMENT MAINTEN	WRF
4960	GREENHALGH CONSTRUCTION	79966	2/18/2020	2/18/2020	\$2,532.25			
					2,532.25	1060240	SUPPLIES	HAULING SALT
PC-02-25-2020	GUNNELL, BRADLEY DON	80031	2/27/2020	2/27/2020	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 02-2
11850001	HACH COMPANY	80020	2/27/2020	2/27/2020	\$108.28			
					108.28	5240510	WRF - CHEMICAL SUPPLIES	WRF
11850426	HACH COMPANY	80020	2/27/2020	2/27/2020	\$1,610.00			
					1,610.00	5240510	WRF - CHEMICAL SUPPLIES	WRF
	Vendor Total:				\$1,718.28			
022520	HAYDEN, AUSTIN & SHERI	80005	2/25/2020	2/25/2020	\$32.62			
					32.62	6140120	SALARIES & WAGES (PART TI	SUBSTITUTE CHILD WATCH W
022020	HEALTH EQUITY INC,	9999	2/24/2020	2/24/2020	\$6,983.02			
					491.23	1022503	HSA	Norm Beagley - Employer Contr
					900.00	1022503	HSA	Norm Beagley - Employee Contr
					491.23	1022503	HSA	Jason Bond - Employer Contribu
					266.68	1022503	HSA	Brandon Butler - Employer Contr
					364.91	1022503	HSA	Wade Eva - Employer Contributi
					300.00	1022503	HSA	Wade Eva - Employee Contributi
					491.23	1022503	HSA	Ryan Harris - Employer Contribu
					339.87	1022503	HSA	Jon Hepworth - Employer Contr
					364.91	1022503	HSA	Gregg Hiatt - Employer Contribut
					50.00	1022503	HSA	Gregg Hiatt - Employee Contribu
					339.87	1022503	HSA	Shannon Hoffman - Employer C
					240.00	1022503	HSA	Shannon Hoffman - Employee C
					252.46	1022503	HSA	Rod Hurst - Employer Contributi
					400.00	1022503	HSA	Rod Hurst - Employee Contributi
					491.23	1022503	HSA	Jon Lundell - Employer Contribut
					364.91	1022503	HSA	Kayson Shepherd - Employer C

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					339.87	1022503	HSA	Aaron Shirley - Employer Contri
					100.00	1022503	HSA	Aaron Shirley - Employee Contri
					339.87	1022503	HSA	Spencer Volk - Employer Contrib
					54.75	1043310	PROFESSIONAL & TECHNICA	HSA & FSA Admin Fees Feb 20
feb2020	HEALTH EQUITY INC,	9999	2/24/2020	2/24/2020	\$166.78			
					19.64	1022502	FSA	Replenish for HCRA - on6oaim
					100.00	1022502	FSA	Replenish for HCRA - gfb79c4
					47.14	1022502	FSA	Replenish for HCRA - 5rt36mn
	Vendor Total:				\$7,149.80			
6600000987	HOFFMAN UTAH INC.	80037	2/28/2020	2/28/2020	\$1,200.00			
					1,200.00	5240325	SEWER LINE CLEANOUT EXP	SEWER LINE CLEANOUT
REIMBURSE-02	HOFFMAN, DREW	79971	2/19/2020	2/19/2020	\$285.00			
					57.00	1048230	EDUCATION, TRAINING, TRAV	REGISTRATION - TRAFFIC CO
					57.00	1068310	PROFESSIONAL & TECHNICA	REGISTRATION - TRAFFIC CO
					171.00	5240230	EDUCATION, TRAINING & TRA	REGISTRATION - TRAFFIC CO
42048695	INGRAM BOOK GROUP	79989	2/20/2020	2/20/2020	\$37.34			
					37.34	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
43681700	INGRAM BOOK GROUP	79989	2/20/2020	2/20/2020	\$45.86			
					45.86	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
43684901	INGRAM BOOK GROUP	79989	2/20/2020	2/20/2020	\$172.55			
					172.55	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
43808985	INGRAM BOOK GROUP	79989	2/20/2020	2/20/2020	\$48.49			
					48.49	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
43943755	INGRAM BOOK GROUP	79989	2/20/2020	2/20/2020	\$45.86			
					45.86	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
43946119	INGRAM BOOK GROUP	79989	2/20/2020	2/20/2020	\$172.56			
					172.56	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
	Vendor Total:				\$522.66			
131670	INTERWEST INTERPRETING	80001	2/25/2020	2/25/2020	\$169.40			
					169.40	1042310	PROFESSIONAL & TECHNICA	SIGN LANGUAGE INTERPRET
TRAVEL-022120	LIND, RYAN	79992	2/21/2020	2/21/2020	\$100.00			
					100.00	7657230	FIRE - EDUCATION, TRAINING	IAAI TRAINING - PER DIEM
TRAVEL-022520	LINDQUIST, CHRIS	80002	2/25/2020	2/25/2020	\$70.00			
					70.00	7657246	EMERGENCY MANAGEMENT	ADVANCED EMERGENCY MA
Refund: 3293632	MIKE WALKER (RENTAL) +	80021	2/26/2020	2/26/2020	\$85.63			
					85.63	5113110	ACCOUNTS RECEIVABLE	Refund: 3293632 - MIKE WALK
35843	MITCHELL EXCAVATION INC	80003	2/25/2020	2/25/2020	\$39,739.40			
					19,869.70	5540720	IMPACT FEE	CULINARY WATER & P.I PRV'S
					19,869.70	6040720	IMPACT FEES	CULINARY WATER & P.I PRV'S
S103420520.001	MOUNTAINLAND SUPPLY	79972	2/18/2020	2/18/2020	\$2,487.21			
					2,487.21	5440240	SUPPLIES	SENSUS 3/4S IPERL 7.5LL 100
S103423307.001	MOUNTAINLAND SUPPLY	79972	2/18/2020	2/18/2020	\$2,398.69			
					2,398.69	5440240	SUPPLIES	SENSUS 4 OMNI T2 LL 10000
S103430439.002	MOUNTAINLAND SUPPLY	80006	2/25/2020	2/25/2020	\$224.69			
					224.69	5140240	SUPPLIES	SADDLE
S103432590.001	MOUNTAINLAND SUPPLY	80022	2/26/2020	2/26/2020	\$4,378.42			
					4,378.42	5140240	SUPPLIES	METERS
S103432590.002	MOUNTAINLAND SUPPLY	80006	2/25/2020	2/25/2020	\$256.64			
					256.64	5140240	SUPPLIES	METERS

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S103432590.003	MOUNTAINLAND SUPPLY	80022	2/26/2020	2/26/2020	\$18.20 18.20	5140240	SUPPLIES	METERS
	Vendor Total:				\$9,763.85			
22520jm-001	MT NEBO TRAINING, LLC C/O JAMIE	80023	2/25/2020	2/25/2020	\$65.00 65.00	7657235	EMS - EDUCATION, TRAINING	ACLS CLASS CARDS
22520jm-005	MT NEBO TRAINING, LLC C/O JAMIE	80023	2/25/2020	2/25/2020	\$3,100.00 3,100.00	7657235	EMS - EDUCATION, TRAINING	2020 FEB AEMT COURSE
	Vendor Total:				\$3,165.00			
PR021520-13093	NEBO LODGE #45	79957	2/21/2020	2/21/2020	\$18.00 18.00	1022425	FOP DUES	FOP Dues (Nebo Lodge #45)
24124	NIELSEN & SENIOR, ATTORNEYS	80032	2/27/2020	2/27/2020	\$20,796.46 20,796.46	1042331	LEGAL	CRIMINAL
24125	NIELSEN & SENIOR, ATTORNEYS	80035	2/27/2020	2/27/2020	\$7,065.42 7,065.42	1043331	LEGAL	CIVIL
	Vendor Total:				\$27,861.88			
3357527	PAYSON AUTO SUPPLY - NAPA	79973	2/18/2020	2/18/2020	\$55.47 55.47	4140701	RELOCATION TO PW BUILDIN	LATEX GLOVES - QTY: 2
337590	PAYSON AUTO SUPPLY - NAPA	79973	2/18/2020	2/18/2020	\$3.99 3.99	1060250	EQUIPMENT MAINTENANCE	AIR INTAKE CLEANER
337744	PAYSON AUTO SUPPLY - NAPA	79973	2/18/2020	2/18/2020	\$58.61 58.61	1060250	EQUIPMENT MAINTENANCE	OIL FILTER/FUEL FILTER/AIR F
337755	PAYSON AUTO SUPPLY - NAPA	79973	2/18/2020	2/18/2020	\$0.60 0.60	1060250	EQUIPMENT MAINTENANCE	OIL FILTER
	Vendor Total:				\$118.67			
01-749171	PAYSON MARKET	79996	2/24/2020	2/24/2020	\$39.93 11.96 27.97	1041240 1043240	SUPPLIES SUPPLIES	DRINKS DRINKS
17174951	PC CONNECTION	79960	2/18/2020	2/18/2020	\$8,358.00 8,358.00	4340230	MISC EQUIPMENT EXPENSE	FIREWALL UPDATES
90449	PORTERS HEATING & AIR CONDITIO		2/28/2020	2/28/2020	\$90.00 90.00	1051300	BUILDINGS & GROUND MAIN	SENIOR CENTER FURNACE
021820	PROVO ABSTRACT COMPANY, INC	79961	2/18/2020	2/18/2020	\$5,000.00 5,000.00	4540304	HIGHLAND DR CANYON ROA	AGREEMENT
196273	REC 1 (CIVIC PLUS - CIRILIAN, INC)	79983	2/19/2020	2/19/2020	\$118.45 18.00 1.00 19.38 24.10 37.27 4.55 10.30 3.85	6133300 6134150 6134400 6134410 6134470 6134660 6134800 6438950	SPONSORSHIPS/DONATIONS PARK RENTAL REVENUE TUMBLING/GYMNASTICS KIDS CAMPS/EVENTS KARATE JR JAZZ AEROBICS PAGEANT TICKET SALES	SPONSORSHIPS/DONATIONS PARK RENTAL TUMBLING KIDS CAMPS/EVENTS KARATE JR JAZZ AEROBICS PAGENT TICKET SALES
27866	RED RHINO INDUSTRIAL	80024	2/26/2020	2/26/2020	\$20.41 20.41	4140701	RELOCATION TO PW BUILDIN	TOOLS & SUPPLIES
REIMBURSE-02	ROBBINS, JUDY	79974	2/18/2020	2/18/2020	\$183.75 183.75	7540240	SUPPLIES	SUPPLIES
RMP-021920	ROCKY MOUNTAIN POWER	79975	2/19/2020	2/19/2020	\$73.60 73.60	1060270	UTILITIES - STREET LIGHTS	115 W 860 N STRONGBOX

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RMP-022420	ROCKY MOUNTAIN POWER	79997	2/24/2020	2/24/2020	\$11,576.33			
					1,013.60	1051270	UTILITIES	275 W MAIN ST
					188.80	1051270	UTILITIES	98 S CENTER LIBRARY
					360.00	1051270	UTILITIES	45 W 100 S
					39.58	1070270	UTILITIES	1390 SUMMIT RIDGE SPRINKL
					4,565.75	1070270	UTILITIES	STREET LIGHTS
					21.03	1070270	UTILITIES	290 W 800 N RESTROOMS
					12.13	1070270	UTILITIES	313 W 100 S BOWERY
					19.87	1070270	UTILITIES	313 W 100 S RESTROOMS
					42.38	1070270	UTILITIES	280 W 750 N PARK
					16.06	1070270	UTILITIES	310 N ORCHARD LANE PARK
					56.80	1070270	UTILITIES	49 E MAIN AREA LIGHTS
					7.36	1070270	UTILITIES	49 E MAIN PARK LIGHTS
					24.49	1070270	UTILITIES	398 N CHERRY LANE
					129.16	1070270	UTILITIES	705 SUNSET TRAILS PARK
					11.90	1070270	UTILITIES	168 E 610 S CONCESSIONS
					7.66	1070270	UTILITIES	300 W 100 S BALL PARK LIGH
					311.43	1070270	UTILITIES	250 S 450 W ARENA
					15.48	1070270	UTILITIES	250 S 400 W ARENA - UPGRAD
					13.87	1070270	UTILITIES	250 S 400 W SPRINKLERS
					11.33	1070270	UTILITIES	250 S 400 W ANNOUNCERS
					53.49	1070270	UTILITIES	190 S 400 W RECREATION BL
					210.57	1070270	UTILITIES	190 S 400 W BUILDING RE-MO
					352.58	1070270	UTILITIES	592 SUMMIT RIDGE PKY - 80%
					70.32	1070270	UTILITIES	592 SUMMIT RIDGE PKY - SO
					468.46	5140273	UTILITIES	910 E 70 N EASTSIDE WELL
					13.98	5140273	UTILITIES	1200 S 100 W - GENERAL SER
					397.54	5140273	UTILITIES	3 SUMMIT RIDGE PARKWAY -
					1,007.74	5140273	UTILITIES	190 E 400 S CULINARY WELL
					259.23	5140273	UTILITIES	1005 S CENTER - CHLOR
					1,007.74	5440273	UTILITIES	190 E 400 S CULINARY WELL
					397.54	5440273	UTILITIES	3 SUMMIT RIDGE PARKWAY -
					468.46	5440273	UTILITIES	910 E 70 N EASTSIDE WELL
RMP-022420B	ROCKY MOUNTAIN POWER	79997	2/24/2020	2/24/2020	\$1,111.49			
					1,111.49	1070270	UTILITIES	592 SUMMIT RIDGE PKY - SO
	Vendor Total:				\$12,761.42			
5555-420148	ROYAL WHOLESALE ELECTRIC - CO	80007	2/25/2020	2/25/2020	\$67.16			
					67.16	5140240	SUPPLIES	WATER SUPPLIES
021820	SAFELITE FULFILLMENT, INC	80008	2/25/2020	2/25/2020	\$347.97			
					347.97	1043250	EQUIPMENT MAINTENANCE	2015 FORD EXPEDEITION: WI
Refund: 5000100	SALISBURY HOMES	80025	2/26/2020	2/26/2020	\$198.79			
					198.79	5113110	ACCOUNTS RECEIVABLE	Refund: 5000100 - SALISBURY
PR021520-266	SANTAQUIN CITY UTILITIES	79958	2/21/2020	2/21/2020	\$890.00			
					690.00	1022350	UTILITIES PAYABLE	Utilities
					200.00	1022350	UTILITIES PAYABLE	Cemetery
UTILITY-022020	SANTAQUIN CITY UTILITIES	79985	2/20/2020	2/20/2020	\$200.00			
					200.00	5221600	SEWER FUND DONATIONS	FEBRUARY
	Vendor Total:				\$1,090.00			
REIMBURSE-02	SCHIMPF, TARA	80009	2/25/2020	2/25/2020	\$110.78			
					110.78	6140410	KIDS CAMPS/EVENTS	ART CLASS SUPPLIES REIMB
XC02202020-141	SCHIMPF, TARA	79986	2/20/2020	2/20/2020	\$174.89			
					174.89	6140410	KIDS CAMPS/EVENTS	REIMBURSEMENT FOR SUPP

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Vendor Total:					\$285.67			
Refund: 6208940	SIERRA HOMES	80026	2/26/2020	2/26/2020	\$15.95			
					15.95	5113110	ACCOUNTS RECEIVABLE	Refund: 6208940 - SIERRA HO
18568	SKM INC	80010	2/25/2020	2/25/2020	\$1,742.61			
					1,742.61	5140310	PROFESSIONAL & TECHNICA	SCADA MAINTENANCE
022020	SO UT VALLEY ANIMAL SHELTER	79990	2/20/2020	2/20/2020	\$170.00			
					170.00	1054350	UTAH COUNTY ANIMAL SHEL	LICENSENING
TRAVEL-022020	SPADAFORA, RANDY	79991	2/20/2020	2/20/2020	\$671.78			
					671.78	1068230	EDUCATION, TRAVEL & TRAIN	LICENSENING
S28073	SPRINKLER SUPPLY - SPANISH FOR	80011	2/25/2020	2/25/2020	\$167.96			
					167.96	5140240	SUPPLIES	MARKING PAINT
3438581138	STAPLES ADVANTAGE DEPT LA	79976	2/19/2020	2/19/2020	\$112.12			
					112.12	1043240	SUPPLIES	ADMIN OFFICE SUPPLIES
XC02282020-141	STEPHEN CHERRINGTON	80036	2/28/2020	2/28/2020	\$525.00			
					525.00	1022430	COURT FINES AND FORFEITU	BAIL REFUND
P84733	STOTZ EQUIPMENT CO, LLC - ARIZO	80012	2/25/2020	2/25/2020	\$37.50			
					37.50	1070250	EQUIPMENT MAINTENANCE	GAL BAR OIL
2933512	STRYKER MEDICAL - STRYKER SALE	79977	2/19/2020	2/19/2020	\$2,892.00			
					2,892.00	7657242	EMS - SUPPLIES	ASSEMBLY/GATEWAY/4G/WIFI
TRAVEL-022120	SUTHERLAND, TAYLOR	79993	2/21/2020	2/21/2020	\$100.00			
					100.00	7657230	FIRE - EDUCATION, TRAINING	IAAI TRAINING - PER DIEM
022820	THE CHERRINGTON FIRM PLLC		2/28/2020	2/28/2020	\$80.36			
					80.36	5138900	MISCELLANEOUS Water	FEBRUARY
PC-02-25-2020	TOLMAN, JESSICA	80033	2/27/2020	2/27/2020	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 02-2
15516	UPPER CASE PRINTING	80027	2/27/2020	2/27/2020	\$517.03			
					517.03	5440240	SUPPLIES	FEBURARY - REC NEWSLETT
022720	UTAH COUNTY EMS COUNCIL	80028	2/27/2020	2/27/2020	\$175.00			
					175.00	7657210	BOOKS, SUBSCRIPTIONS, ME	2020 MEMBERSHIP DUES
PR021520-7076	UTAH COUNTY LODGE #31	79959	2/21/2020	2/21/2020	\$162.00			
					162.00	1022425	FOP DUES	FOP Dues (Ut County Lodge #3
022720	UTAH STATE FIREFIGHTER'S ASSOCI	80029	2/27/2020	2/27/2020	\$540.00			
					540.00	7657210	BOOKS, SUBSCRIPTIONS, ME	MEMBERSHIP DUES
PR021520-382	UTAH STATE RETIREMENT	9999	2/21/2020	2/21/2020	\$25,394.16			
					3,652.36	1022300	RETIREMENT PAYABLE	401K
					661.50	1022300	RETIREMENT PAYABLE	Roth IRA
					18,850.46	1022300	RETIREMENT PAYABLE	Retirement
					938.02	1022300	RETIREMENT PAYABLE	401K - Tier 1 Parity
					561.58	1022300	RETIREMENT PAYABLE	457
					730.24	1022325	RETIREMENT LOAN PAYMEN	Retirement Loan Payment
PR021520-361	UTAH STATE TAX COMMISSION	9999	2/21/2020	2/21/2020	\$5,101.34			
					5,101.34	1022230	STATE WITHHOLDING PAYAB	State Income Tax
PS000930660	WHEELER CAT - WHEELER MACHINE	79980	2/18/2020	2/18/2020	\$617.08			
					617.08	1051300	BUILDINGS & GROUND MAIN	MOTOR
13-FEB-2020	WISE, AARON P	79981	2/19/2020	2/19/2020	\$150.00			
					150.00	1042331	LEGAL	REPRESENTATION FOR CASE
PC-02-25-2020	WOOD, TREVOR	80034	2/27/2020	2/27/2020	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 02-2

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		Total:			\$210,921.68			
							GL Account Summary	
					19,687.08	1022210	FICA PAYABLE	
					8,018.51	1022220	FEDERAL WITHHOLDING PAY	
					5,101.34	1022230	STATE WITHHOLDING PAYAB	
					24,663.92	1022300	RETIREMENT PAYABLE	
					730.24	1022325	RETIREMENT LOAN PAYMEN	
					890.00	1022350	UTILITIES PAYABLE	
					435.06	1022420	GARNISHMENTS	
					180.00	1022425	FOP DUES	
					525.00	1022430	COURT FINES AND FORFEITU	
					380.00	1022450-149	(INSP) [A10] APPLE HOLLOW-	
					96.50	1022450-157	(INSP) HIGH PARK SOUTH	
					2,465.00	1022450-185	(INSP) [G-1] ORCHARDS	
					1,842.00	1022450-188	(INSP) [A-11] APPLE HOLLOW	
					3,003.00	1022450-199	(INSP) [F] FOOTHILL VILLAGE	
					140.00	1022450-207	(INSP) EVERGREEN POINTE	
					789.50	1022450-234	(INSP)[A-12] APPLE HOLLOW	
					166.78	1022502	FSA	
					6,928.27	1022503	HSA	
					11.96	1041240	SUPPLIES	
					649.40	1042310	PROFESSIONAL & TECHNICA	
					20,946.46	1042331	LEGAL	
					140.09	1043240	SUPPLIES	
					347.97	1043250	EQUIPMENT MAINTENANCE	
					54.75	1043310	PROFESSIONAL & TECHNICA	
					7,065.42	1043331	LEGAL	
					57.00	1048230	EDUCATION, TRAINING, TRAV	
					300.00	1048310	PROFESSIONAL & TECHNICA	
					1,562.40	1051270	UTILITIES	
					886.00	1051300	BUILDINGS & GROUND MAIN	
					170.00	1054350	UTAH COUNTY ANIMAL SHEL	
					2,532.25	1060240	SUPPLIES	
					63.20	1060250	EQUIPMENT MAINTENANCE	
					586.16	1060260	FUEL	
					73.60	1060270	UTILITIES - STREET LIGHTS	
					671.78	1068230	EDUCATION, TRAVEL & TRAIN	
					57.00	1068310	PROFESSIONAL & TECHNICA	
					37.50	1070250	EQUIPMENT MAINTENANCE	
					7,104.73	1070270	UTILITIES	
					100.00	1078310	PROFESSIONAL & TECHNICA	
					119,459.87		Total	
					253.13	4140701	RELOCATION TO PW BUILDIN	
					8,358.00	4340230	MISC EQUIPMENT EXPENSE	
					6,543.15	4540300	SUMMIT RIDGE PARKWAY EX	
					5,000.00	4540304	HIGHLAND DR CANYON ROA	
					11,543.15		Total	
					1,003.82	5113110	ACCOUNTS RECEIVABLE	
					80.36	5138900	MISCELLANEOUS Water	
					5,113.07	5140240	SUPPLIES	
					586.16	5140260	FUEL	
					2,146.95	5140273	UTILITIES	

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					1,742.61	5140310	PROFESSIONAL & TECHNICA	
					10,672.97		Total	
					200.00	5221600	SEWER FUND DONATIONS	
					171.00	5240230	EDUCATION, TRAINING & TRA	
					586.16	5240260	FUEL	
					160.00	5240310	PROFESSIONAL & TECHNICA	
					1,200.00	5240325	SEWER LINE CLEANOUT EXP	
					1,718.28	5240510	WRF - CHEMICAL SUPPLIES	
					541.86	5240550	WRF - EQUIPMENT MAINTEN	
					4,577.30		Total	
					5,402.93	5440240	SUPPLIES	
					586.16	5440260	FUEL	
					1,873.74	5440273	UTILITIES	
					7,862.83		Total	
					19,869.70	5540720	IMPACT FEE	
					19,869.70	6040720	IMPACT FEES	
					18.00	6133300	SPONSORSHIPS/DONATIONS	
					1.00	6134150	PARK RENTAL REVENUE	
					19.38	6134400	TUMBLING/GYMNASTICS	
					24.10	6134410	KIDS CAMPS/EVENTS	
					37.27	6134470	KARATE	
					4.55	6134660	JR JAZZ	
					10.30	6134800	AEROBICS	
					32.62	6140120	SALARIES & WAGES (PART TI	
					285.67	6140410	KIDS CAMPS/EVENTS	
					432.89		Total	
					3.85	6438950	PAGEANT TICKET SALES	
					613.82	7240210	BOOKS, SUBSCRIPTIONS & M	
					178.72	7240240	SUPPLIES	
					792.54		Total	
					183.75	7540240	SUPPLIES	
					715.00	7657210	BOOKS, SUBSCRIPTIONS, ME	
					200.00	7657230	FIRE - EDUCATION, TRAINING	
					3,165.00	7657235	EMS - EDUCATION, TRAINING	
					2,892.00	7657242	EMS - SUPPLIES	
					70.00	7657246	EMERGENCY MANAGEMENT	
					7,042.00		Total	
					\$210,921.68		GL Account Summary Total	

MEMO



To: Mayor Hunsaker and City Council
From: Aaron Shirley, Finance Director/City Recorder
Date: February 4, 2020
Re: **Employee Out of State Training (GFOA Conference 2020)**

Santaquin City Finance Director (Aaron Shirley) ask that the Santaquin City Council approve his attendance at the annual Government Finance Officers Association (GFOA) conference in New Orleans, LA. This conference will provide our Finance Director with the opportunity to take classes to improve budget and financial processes and knowledge while earning CPE continuing education credits.

The cost of this training can be sufficiently funded for in accordance with the approved 2019-2020 budget for administrative education, travel and training. Attendance also correlates with goals and objectives of Santaquin City which is to “encourage a highly motivated and well-trained municipal workforce”.

COST PER EMPLOYEE:

Registration:	\$0.00 (Scholarship)
Hotel (3 nights):	\$560.23
Flight (Round-trip):	\$782.96
Mileage:	\$0.00
Meals:	Federal Per Diem Rate

Santaquin City Resolution 03-01-2020

A RESOLUTION DECLARING SURPLUS PROPERTY OF SANTAQUIN CITY

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

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

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

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

- Irrigation Wheel Lines (45 Wheel Sections and 3 Movers)

Approved and adopted by the Santaquin City Council this 3rd day of March, 2020.

Attest:

Kirk F. Hunsaker, Mayor

K. Aaron Shirley, City Recorder



Actual Item to be Surplussed



(Example Picture)



MEMORANDUM

February 25, 2020

To: Santaquin City Mayor and City Council
From: Jon Lundell, P.E., City Engineer
RE: **Proposal to update the Water Master Plan, Capital Facilities Plan, etc.**

Mayor and Council Members,

The evaluation committee has completed the review and evaluation of the submitted proposals to update our Culinary Water and Pressure Irrigation Master Plans. For your information, we received five proposal responses.

The attached exhibit shows the results of our review and evaluation.

Based on the results, the evaluation committee is recommending for your consideration that the City award the contract to Hansen, Allen, & Luce (HAL) to perform the Culinary Water and Pressure Irrigation Master Plan updates and corresponding Capital Facilities Plans, Impact Fee Facilities Plans, and Impact Fee Analyses.

Both of these master plan update efforts are primarily growth related and the associated costs are eligible to use impact fees for payment. We currently have sufficient impact fees on hand to cover these costs.

If you have any questions or would like further information on the scoring, overall evaluation, or the proposals received, I would be happy to discuss with you further.

Recommended Motion: Motion to award a contract to Hansen, Allen, & Luce for the culinary water and pressure irrigation system master plan updates, in a not to exceed amount of \$146,570.

Santaquin City
Water Master Plan Update

Selection Committee Evaluation & Scoring

Proposing Firm	Project Team (25 points possible)	Relevant Experience (30 points possible)	Approach (35 points possible)	Subtotal Score	Fee Proposal Points (10 points possible)	Total Score	Rank	Proposed Fee Amount
Hansen Allen Luce	23.8	27.9	31.1	82.8	8.4	91.2	1.0	\$ 146,570.00
Sunrise	23.5	27.2	29.9	80.6	9.0	89.6	2.0	\$ 125,310.00
Bowen Collins	21.8	26.6	27.9	76.3	9.4	85.7	3.0	\$ 109,332.00
AE2S	20.8	24.1	28.0	73.0	5.2	78.2	4.0	\$ 286,759.00
JWO	16.8	19.2	19.8	55.9	10.0	65.9	5.0	\$ 86,252.00

ORDINANCE NO. 03-01-2020

**AN ORDINANCE AMENDING THE ELECTRIC UTILITY FRANCHISE
AND GENERAL UTILITY EASEMENT WITH ROCKY MOUNTAIN POWER**

WHEREAS, Santaquin City granted an Electric Utility Franchise and General Utility Easement to Rocky Mountain Power on May 7, 2014 (“the Franchise Agreement”) under Ordinance 05-02-2014, which allows for amendments as outlined in Section 16; and

WHEREAS, Santaquin City is working to enhance its commercial district by investing in its municipal infrastructure (e.g. roads, water, irrigation, etc.) in support of the development of a 32 acre commercial area adjacent to 400 East Street in Santaquin, Utah; and

WHEREAS, the aforementioned infrastructure improvements will impact the electrical service to four existing residential electrical service connections served from 400 East Street between 100 North Street and 200 North Street identified by the following Utah County Parcel ID numbers (37:163:0005, 37:163:0008, 37:163:0003, and 37:163:0002); and

WHEREAS, in an effort to minimize the disruptions to said residential electrical service connections, to minimize impacts and modifications to existing homes, and to be sensitive to commercial construction schedules of the aforementioned commercial development, Santaquin City desires the perpetuation of providing overhead electrical services to the identified parcels;

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

Section I. Electrical Service to Referenced Parcels. The parties hereto agree that notwithstanding any contrary provisions of the Franchise Agreement, residential electrical service connections provided by Rocky Mountain Power to parcels 37:163:0005, 37:163:0008, 37:163:0003, and 37:163:0002, which are necessitated by the development of the 32 acre commercial area adjacent to 400 East Street in the City of Santaquin between 100 North and 200 North, will be provided to the extent possible within existing rights of way, using overhead in lieu of underground transmission lines.

Santaquin City shall assume the financial responsibility of the future relocation of said electrical services to the identified parcels, at a reasonable wholesale rate for the actual time and materials associated with said improvements performed by Rocky Mountain Power, if Santaquin City exercises its rights under Section 10 of the Franchise Agreement for said service area.

Section II. Severability. If any section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section III. Posting and Effective Date. Prior to 5:00 p.m. on March 4, 2020, the City Recorder shall: (a) deposit a copy of this ordinance in the official records of the City; and (b) post a copy of this ordinance in three places within the City. This ordinance shall become effective at 5:00 p.m. on March 4, 2020.

ADOPTED by the Santaquin City Council on the 3rd day of March, 2020.

Mayor Kirk F. Hunsaker

Attest:

K. Aaron Shirley
Santaquin City Recorder

Council Member Nick Miller _____
Council Member Elizabeth Montoya _____
Council Member Lynn Meacham _____
Council Member David Hathaway _____
Council Member Jennifer Bowman _____



RESOLUTION 03-02-2020
A RESOLUTION APPROVING AN INFRASTRUCTURE
DEFERRAL AGREEMENT FOR THE ELLSWORTH TOWN
HOMES 2-LOT SUBDIVISION

BE IT HEREBY RESOLVED:

SECTION 1: The attached document represents the Infrastructure Deferral Agreement for the Ellsworth Town Homes 2-lot Subdivision.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 3rd day of March, 2020.

Kirk F. Hunsaker, Mayor

K. Aaron Shirley, City Recorder

INFRASTRUCTURE DEFERRAL AGREEMENT

THIS AGREEMENT, is made and entered into, effective as of the _____ day of _____, 2020, by and between the City of Santaquin, Utah, a municipality and political subdivision of the State of Utah, hereinafter (“City”) and Mark and Nancy Beals and Jane B. Grill, hereinafter referred to as (“Property Owners”).

WITNESSETH:

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

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

WHEREAS, Property Owners own certain real property located in the City, which real property is more particularly described in Exhibit A hereto (the “Property”), and has submitted an application to subdivide the Property in order to create 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 infrastructure in connection with the approval of any subdivision within the City; and

WHEREAS, Property Owners 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 Owners meets the criteria set forth in Ordinance No. 09-01-2015; and

WHEREAS, the parties now desire to enter into this Agreement in order to establish the terms and conditions of 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 Owners’ request for a deferral of the obligation to complete the following infrastructure improvements (the “Deferred Improvements”):

- a. Curb and Gutter along 165 & 167 East 300 South.
- b. Sidewalk along 165 & 167 East 300 South.
- c. Extension of road base and asphalt paving between the property lines and the existing paved surface for the adjacent street(s); and
- d. Landscaping within the public right-of-way along 165 & 167 East 300 South.

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

4. Within ten years of the recording of this agreement, the City shall adopt a plan for the construction of infrastructure improvements adjacent to the Property and shall notify Property Owners to commence construction of the Deferred Improvements.

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

a. Property Owners shall commence construction of the Deferred Improvements within 30 days of the notice described in paragraph 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 Owners shall assure that all Deferred Improvements are inspected and approved by the City in accordance with the City's requirements.

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

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

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

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

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

11. Should Property Owners fail to install and complete the improvements as required by CITY pursuant to the terms of this Agreement or reimburse CITY as herein agreed, or otherwise fail to perform its obligation pursuant to the terms of this Agreement, Property Owners 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 Owners expressly agrees not to oppose the forming of the improvement district or any of the costs thereof. Property Owners 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 Owners 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 Owners 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 nor guarantee that the City will approve a building permit on or development of the Property, except where provided by law.

15. Any and all of the obligations of Property Owners as outlined in this Agreement shall run with the 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 Owners and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

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

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

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

If to City to:

Santaquin City
c/o 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 Owners to:

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

Exhibit A Legal description of the Property

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 term and conditions contained herein, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver has occurred.

27. In the event that any person challenges this Agreement or any of the provisions herein, Property Owners 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 OWNERS to execute the same and by the duly elected Mayor of the City of Santaquin, with the approval of the Santaquin City Council as of the ____ day of _____, 2020.

CITY OF SANTAQUIN

KIRK F. HUNSAKER, Mayor

ATTEST:

Aaron K. Shirley, City Recorder

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this ____ day of _____, 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 OWNERS

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On this ____ day of _____, 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

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On this ____ day of _____, 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

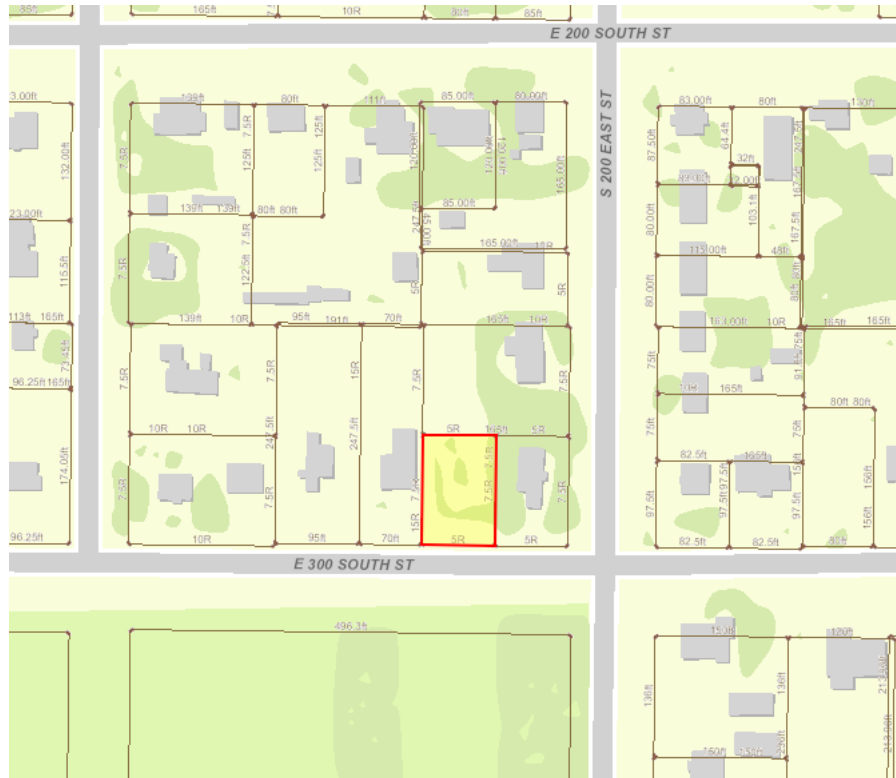
STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On this ____ day of _____, 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

Exhibit A: Property Identifier

The Property is identified by Utah County Recorder Parcel Serial Number 09:081:0003 as depicted in the figure below.



Legal Description:

COM AT SW COR LOT 1, BLK 8, PLAT B, SANTAQUIN TOWNSITE SUR; SEC 1, T10S, R1E, SLM= N 71/2 RDS; E 5 RDS; S 71/2 RDS; W 5 RDS TO BEG.

RESOLUTION NO. 03-03-2020

A RESOLUTION OF THE SANTAQUIN CITY COUNCIL AUTHROIZING A CONTRACT RENEWAL AND EXTENSION FOR THE CITY MANAGER POSITION

WHEREAS, Santaquin City (hereinafter the “City”) is a municipality and political subdivision of the State of Utah; authorized by Utah law to employ a city manager to perform such duties on behalf of the City as my be established by ordinance; and

WHEREAS, the City previously adopted an ordinance authorizing the employment of a City Manager and establishing certain duties and responsibilities of the same; and

WHEREAS, the Santaquin City Council hired Benjamin A. Reeves (hereinafter called “Reeves”) to be the City Manager on December 1st, 2009, and is pleased with the service he has rendered on behalf of the citizens of Santaquin City and its elected leaders; and

WHEREAS, the City desires to renew its employment contract with Reeves to the extend the duration of his employment as the City Manager, to encourage his continuing employment with the City, and to provide a measure of security in his employment; and

WHEREAS, Reeves desires to continue his employment with the City under certain terms and conditions; and

WHEREAS, the parties now desire to enter into this Agreement in order to establish the terms and conditions of Reeves’ continued employment with the City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Santaquin City, State of Utah, to authorize the acceptance of the “Santaquin City Manager Employment Agreement,” a copy of which is attached hereto.

PASSED AND APPROVED this 3rd day of March, 2020.

SANTAQUIN CITY COUNCIL

Kirk F. Hunsaker, Mayor

ATTEST:

K. Aaron Shirley, City Recorder

SANTAQUIN CITY MANAGER EMPLOYMENT AGREEMENT

This Agreement, made and entered into this 3rd day of March, 2020, by and between **Santaquin City**, a fourth-class city and political subdivision of the State of Utah (hereinafter called “City”) and **Benjamin A. Reeves**, (hereinafter called “Reeves”).

WITNESSETH:

WHEREAS, Santaquin City (hereinafter the “City”) is a municipality and political subdivision of the State of Utah; authorized by Utah law to employ a city manager to perform such duties on behalf of the City as may be established by ordinance; and

WHEREAS, the City previously adopted an ordinance authorizing the employment of a City Manager and establishing certain duties and responsibilities of the same; and

WHEREAS, the Santaquin City Council hired Benjamin A. Reeves (hereinafter called “Reeves”) to be the City Manager on December 1st, 2009, and is pleased with the service he has rendered on behalf of the citizens of Santaquin City and its elected leaders; and

WHEREAS, the City desires to renew its employment contract with Reeves to the extend the duration of his employment as the City Manager, to encourage his continuing employment with the City, and to provide a measure of security in his employment; and

WHEREAS, Reeves desires to continue his employment with the City under certain terms and conditions; and

WHEREAS, the parties now desire to enter into this Agreement in order to establish the terms and conditions of Reeves’ continued employment with the City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Santaquin City, State of Utah, to authorize the acceptance of

1. **EMPLOYMENT.** The City agrees to employ Reeves and Reeves agrees to be employed by the City, in the capacity of City Manager. In his capacity as City Manager, Reeves shall report directly to the Mayor concerning those duties for which the Mayor has authority pursuant to state law and/or local ordinance. Reeves shall report directly to the City Council concerning those duties for which the City Council has authority pursuant to state law and/or local ordinance and City Council.
2. **TERM.** The term of this Agreement shall be for an initial renewal period of three (3) years, commencing March 4, 2020 and ending March 3, 2023, unless it is terminated earlier as set for in Section 13. At the conclusion of the initial renewal period, this Agreement shall automatically be renewed for an additional two (2) year term unless

notice that the Agreement shall terminate is given at least six (6) months before the expiration date thereof. In the event the Agreement is not renewed, all compensation, benefits and requirements of this Agreement shall remain in effect until the expiration of the term of the Agreement unless Reeves voluntarily resigns, is unable to perform the duties set forth in the Agreement, or is terminated for cause as set forth in Section 13.

3. **DUTIES.** During the term of this Agreement, Reeves, as City Manager for the City, shall perform those duties designated in section 1-6A-5 of the Santaquin City Code, and such additional duties as may be assigned to him from time to time by the Mayor and/or City Council. Reeves shall at all times faithfully, diligently and conscientiously perform all of the duties that may be required of and from him pursuant to the express and implied terms of this Agreement in a professional, competent and ethical manner.
4. **TIME AND EFFORT.** Reeves shall devote whatever time is necessary to satisfactorily perform the duties of City Manager, but it is agreed that Reeves shall work, on average, a minimum of forty (40) hours per week. Reeves is an exempt employee and, therefore, does not qualify and is not entitled to receive overtime compensation or compensatory time off.
5. **SALARY.** For the purposes of this contract renewal, Reeves' salary shall not be altered from its current level. However, for continuing to perform the ever increasing duties of City Manager and for assuming additional supervisory and budgetary responsibilities due to the tremendous growth of the City since his employment began on December 1, 2009, the salary grade of the City Manager position shall increase from a Grade 30 to a Grade 31, thus allowing the potential for future salary growth within the newly established salary range of the City Manager position dependent upon Reeves' future performance. Reeves shall be eligible for cost of living increases as the same may be from time to time approved by the City Council for other City employees, less applicable federal and state tax withholdings and other deductions required by law or authorized by Reeves, payable in substantially equal installments bi-weekly in accordance with the City's regular payroll schedule. Notwithstanding, the City may in its sole discretion, upon the favorable performance review of Reeves by the City, increase the salary of Reeves from time to time. The City agrees to conduct at least one annual evaluation of Reeves.
6. **BENEFITS.** Reeves shall be eligible to participate in the benefit programs of the City that are available to all other regular, full-time employees.
 - a) **Health, Disability and Life Insurance Benefits.** The City agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for Reeves and his dependents on the same

terms and conditions that such insurance benefits are provided to all other full time employees of Santaquin City.

- b) **Vacation.** Reeves shall be credited annually with Twenty (20) days annual vacation. Employee agrees to plan his vacations around the needs of the City in consultation with the Mayor.
 - c) **Sick Leave.** Reeves shall accrue sick leave equal to the highest annual accrual provided to all other employees pursuant to the Santaquin City Employee Policies and Procedures Handbook.
 - d) **Holidays.** Reeves shall receive paid time off for all state and Federal holidays in the same manner as provided to all other full time employees pursuant to the Santaquin City Employee Policies and Procedures Handbook.
 - e) **Retirement.** The City agrees to ensure that all contributions are made on Reeves' behalf in the same manner as provided to all other full time employees pursuant to the Santaquin City Employee Policies and Procedures Handbook.
 - f) **Tuition Assistance.** Should Reeves choose to continue his education in a program that would benefit the City and his profession, the City agrees to contribute full tuition assistance reimbursements to Reeves and ensure that all contributions are made on Reeves' behalf in the same manner as provided generally to other full time employees pursuant to the Santaquin City Employee Policies and Procedures Handbook.
7. **REIMBURSEMENT OF EXPENSES.** The City shall reimburse Reeves for reasonable expenses necessarily incurred by him in connection with the work performed by Reeves for or on behalf of the City upon presentment of an expense reimbursement request containing a detailed itemization of the expenses for which reimbursement is sought, together with receipts or other appropriate documentation relating to those expenses.
- a. City, subject to the prior approval and discretion of the City Council, agrees to budget for and to pay for professional licensing, dues and subscriptions of Reeves necessary for continuation and full participation in national, regional, state, or local associations and organizations necessary and desirable for Reeves' continued professional participation, growth, and advancement, and for the good of the City.
 - b. City, subject to the prior approval and discretion of the City Council, agrees to provide Reeves a six hundred dollar (\$600.00) monthly automobile mileage stipend to cover all costs incurred while traveling to and from official City

business, excluding travel in excess of one hundred (100) miles in distance (one way) for any single business item. This stipend is not intended to cover normal commute mileage, which is the sole responsibility of Reeves.

- c. City, subject to the prior approval and discretion of the City Council, agrees to budget for and to pay for travel and subsistence expenses of Reeves for professional and official travel, meetings, and occasions to adequately continue the professional development of Reeves and to pursue necessary official functions for the City, which exceeds one hundred (100) miles in distance. Mileage reimbursement shall be administered in accordance with the Santaquin City Employee Policies and Procedures Handbook.
8. **TECHNOLOGY.** The City shall provide Reeves with a computer, software, fax/modem and cell phone required for Reeves to perform the job and to maintain communication. Use of such equipment shall be in accordance with the Santaquin City Employee Policies and Procedures Handbook.
 9. **COVENANT NOT TO DISCLOSE CONFIDENTIAL OR PROPRIETARY INFORMATION.** Reeves acknowledges that, as City Manager, he has received and will continue to receive confidential or proprietary information of the City, including such information that may be originated by or imparted to him from time in the course of Reeves' employment. Reeves agrees what he shall not at any time, whether during the time that he is employed by the City or at any time thereafter, disclose to any person or entity or use any confidential or proprietary information in any manner whatsoever without the prior written consent of the Mayor or City Council. Upon the request of the City while Reeves is employed by the City, or upon the termination of Reeves' employment with the City, Reeves will turn over to the City all documents, papers or other materials in Reeves' possession, custody or control which may contain or be derived from confidential or proprietary information of the City. The term "confidential or proprietary information" shall include, without limitation, all trade secrets, financial information, customer information, litigation strategy, and all other information involving or reasonably related to the business of the City, and any tangible article which embodies such confidential or proprietary information.
 10. **OUTSIDE ACTIVITIES.** The employment provided for by this Agreement shall be the Employee's primary employment. However, the City recognizes that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community. As such, Reeves may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangement must neither interference with nor cause a conflict of interest with his responsibilities under this Agreement. Prior to any such acceptance of any additional outside employment activity,

Reeves shall obtain the written consent of the Mayor for each such activity, which consent shall not be unreasonably withheld.

11. REMEDIES FOR BREACH OF THE COVENANT NOT TO DISCLOSE

CONFIDENTIAL OR PROPRIETARY INFORMATION. In the event of a breach or threatened breach by Reeves of the provisions of the covenant not to disclose confidential or proprietary information, a court of competent jurisdiction may issue a restraining order or an injunction against Reeves, restraining or enjoining him from taking, copying, using, disclosing, giving, selling, or transferring to any other person or entity any of the City's confidential or proprietary information. In addition, the City shall be entitled to any and all other remedies available to the City at law or in equity, and no action by the City in pursuing a given remedy shall constitute an election to forego other remedies.

12. ADHERENCE TO CITY POLICIES. Reeves agrees to comply with the provisions of the Santaquin City Employee Policies and Procedures Handbook, to the extent that such policies and procedures are not contrary to or inconsistent with the terms of this Agreement. To the extent that any provisions in the City's personnel policies and procedures are contrary to or inconsistent with the terms of the Agreement, the terms of this Agreement shall apply.

13. TERMINATION. For the purpose of this Agreement, termination shall occur when:

- a) A super majority of the governing body members vote to terminate Reeves at a duly authorized public meeting.
- b) If the City, citizens or legislature amends any provision of the Santaquin City Code or the Utah Code pertaining to the role, powers, duties, authority, responsibilities of the position of City Manager that substantially changes the form of government, Reeves shall have the right to declare that such amendments constitute termination.
- c) If the City reduces the base salary, compensation or any other financial benefit of Reeves, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as termination.
- d) If Reeves resigns following an offer to accept resignation, whether formal or informal, by the City as representative of a majority of the governing body that Reeves resigns, then Reeves may declare a termination as of the date of the suggestion.

- e) Breach of contract declared by either party within a 30 day cure period for either Reeves or the City. Written notice of a breach of contract shall be provided in accordance with the provisions of paragraph 17.

14. **SEVERANCE PAY.** Except in the case of removal for cause or Reeves's voluntary resignation, which nullify Reeves' entitlement to severance, the City shall cause Reeves, upon his removal, to be paid any unpaid balance of his salary, vacation, and sick time in accordance with the Santaquin City Employee Policy and Procedures Handbook, due through the date of his removal together with his salary at the same rate for one (1) calendar month per one (1) full year of service performed by Reeves, following the date of his removal, up to a maximum of twelve (12) months of severance pay. Severance shall be paid in a lump sum, within thirty (30) days of termination unless otherwise agreed to by the City and by Reeves. Apart from the severance payment of salary there are no other payments, benefits or entitlements pertaining to severance unless otherwise agreed to by the City and by Reeves.

15. **OTHER AGREEMENTS.** Reeves warrants that, to the best of his knowledge, the execution and delivery of this Agreement and the performance of his duties hereunder will not violate the term of any other agreement to which he is a party or by which he is bound.

16. **BONDING.** The City shall bear the full cost of any fidelity or other bonds required of Reeves under any law or ordinance including errors and omissions insurance premiums.

17. **NOTICES.** Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- a) **CITY:** Santaquin City, 275 West Main Street, Santaquin, Utah 84655
- b) **REEVES:** Benjamin A. Reeves, 652 Summit Trails, Santaquin, Utah 84655

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

18. **MISCELLANEOUS.**

- a) **Attorney's Fees and Costs.** In the event that either party commences an action to enforce the terms of this Agreement, or to recover for its breach, the prevailing

party shall be entitled to recover from the non-prevailing party his or its attorney's fees and costs incurred therein.

- b) **Headings.** The headings used herein are inserted for convenience only, and shall not be construed as having any substantial significance or meaning whatsoever.
- c) **Assignability.** The rights and duties under this Agreement are not assignable by either party.
- d) **Binding Effect.** Subject to the provisions of paragraph 14, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their agents, successors and assigns.
- e) **Entire Agreement.** This Agreement sets forth the entire agreement between and among the parties regarding the specific subject matter of this Agreement, and this Agreement supersedes and terminates all prior agreements, representations and understandings, written or oral, pertaining thereto. All obligations shall commence upon the effective date of this Agreement. Any modifications, amendments, or changes to this Agreement will be binding upon the parties only if agreed upon in writing by the parties.
- f) **Effect of Waiver.** No waiver by any party of any breach of any term or provision of this Agreement shall be construed to be, nor be, a waiver of any preceding, concurrent or succeeding breach of the same, or of any other term or provision hereof.
- g) **Unenforceable Provisions.** In the event that any part of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining parts herein shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable part(s) had not been included herein.
- h) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah.

SANTAQUIN CITY

Kirk F. Hunsaker, Mayor

ATTEST:

K. Aaron Shirley, City Recorder

**Benjamin A. Reeves,
City Manager**