

NOTICE AND AGENDA

Notice is hereby given that the City Council of the City of Santaquin will hold a City Council Meeting on Tuesday, January 7, 2020 in the Court Room, 275 W Main, upper level at 6:00 pm

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION/INSPIRATIONAL THOUGHT**
- 4. DECLARATION OF ANY CONFLICT OF INTEREST**
- 5. CONSENT AGENDA**
 - a. Minutes:
 1. December 17, 2019 – City Council Meeting Minutes
 2. December 19, 2019 – Special City Council Meeting Minutes
 - b. Bills:
 1. \$1,334,367.49
- 6. PUBLIC FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS**
 - a. Volunteer of the Month Award – Ross Williams
 - b. Payson Santaquin Chamber of Commerce – Business of the Month Award
 - c. John Bradley – Certified Parks & Recreation Professional Designation Award - NRPA
 - d. Benjamin Reeves – Distinguished Budget Award FY2019-2020 – GFOA
 - e. Appointment to the Planning Commission – Kody Curtis
 - f. Appointments to the Library Board – Chelsea Rowley and Sandy Morrill
- 7. FORMAL PUBLIC HEARING**
- 8. BUSINESS LICENSES**
- 9. NEW BUSINESS & ADOPTION OF ORDINANCES AND RESOLUTIONS**
 - a. Resolution 01-01-2020, “A Resolution Approving the Orchard Vista Development Agreement” (Approximately 450 West 200 North)
 - b. Resolution 01-02-2020, “A Resolution Modifying the Santaquin City Council Protocols”
 - c. Discussion and Possible Action Regarding the Notification of the 2020 Council Meeting Schedule
 - d. Presentation – Mid Year Fire Department Status Report
 - e. Annual City Council Training (e.g. Open Public Meetings, GRAMA, Goal Setting, etc.)
- 10. REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES**
 - a. City Manager Benjamin Reeves
 - b. Assistant City Manager Norman Beagley
 - c. Community Development Director Jason Bond
- 11. REPORTS BY MAYOR AND COUNCIL MEMBERS**
 - a. Council Members
 - b. Mayor Hunsaker
- 12. EXECUTIVE SESSION** (May be called to discuss the character, professional competence, or physical or mental health of an individual)
- 13. EXECUTIVE SESSION** (May be called to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property)
- 14. ADJOURNMENT**

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

CERTIFICATE OF MAILING/POSTING

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

BY: _____
K. Aaron Shirley, City Recorder



The meeting was called to order by Mayor Pro Tempore Nicholas Miller at 6:00 p.m.

Council Members Attending: Council Member Keith Broadhead, Council Member Nicholas Miller, Council Member Betsy Montoya, Council Member Chelsea Rowley, and Council Member Lynn Mecham. (Mayor Kirk Hunsaker was excused from the meeting)

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

PLEDGE OF ALLEGIANCE

Led by Council Member Elect - David Hathaway

INVOCATION/INSPIRATIONAL THOUGHT

Community Development Director Jason Bond offered an invocation.

DECLARATION OF ANY CONFLICT OF INTEREST

CONSENT AGENDA

Minutes:

November 17, 2019 – City Council Meeting Minutes
November 26, 2019 – Special City Council Meeting Minutes

Bills: \$586,816.94

Consent Action Items:

- Resolution 12-01-2019, "A Resolution Supporting a Level Two Pediatric Trauma Care Unit in the Central Area of Utah County"
- Resolution 12-02-2019, "A Resolution Approving a Santaquin City Planning Commission Proposed Amendment to their Operational Bylaws"
- Resolution 12-03-2019, "A Resolution Approving the Annual Utah Wild Fire Resources MOU Agreement with the Utah Division of Forestry, Fire and State Lands."
- Resolution 12-04-2019, "A Resolution Approving a Medical Director Service Agreement for the Santaquin EMS Department with Dr. Mark N. Bair"
- Resolution 12-05-2019, "A Resolution Declaring Surplus Property – Old Police Refrigerator"
- Ordinance 12-01-2019, "An Ordinance Creating Santaquin City Code Title 2 Chapter 10 Establishing a Historic Preservation Commission to Survey and Inventory Community Historic Resources, to Review Proposed Nominations to the National Registry of Historic Places, To review Applications for Certificates of Appropriateness, to Provide Advice and Information to City Officials and Other Governmental Officials and to Support Enforcement of State Historic Preservation Laws."

Council Member Broadhead had some questions in regards of Resolution 12-04-2019 and asked Fire Chief Lind to give the council more information on the resolution. Fire Chief Lind stated to the council that all emergency services within the state needed to act under the authority of a doctor's medical license through a medical director service agreement. The current doctor that serves as the medical

director for the Santaquin EMS has asked to step down from this responsibility. After an extensive search and interviews Chief Lind recommends the city enter into an agreement with Dr. Mark N. Bair.

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

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

The motion passed 5-0

PUBLIC FORUM, AWARD

Penny Reeves announced the Volunteer of the Month Award - Dave & Kalei Robbins; and read the following:

"The Robbins are great examples of the volunteer spirit. Dave, a lifelong resident, and his wife Kalei and their four boys have been running the Squash Head 4-H Sheep Showmanship Program in Santaquin for the past 6-years. Children between the ages of 8 and 18 are invited to participate in the program. They are taught how to feed, lead, shear, wash, and present the animals at several shows before they are sold. To help offset program expenses, Kalei and Dave approached local businesses to participate in a booster program to sponsor the children. Their Squash Head 4-H Petting Zoo has become a main attraction during Santaquin City's Orchard Days Celebration.

Because many children do not live in areas where livestock are allowed, the Robbins allow the lambs to be raised on their family farm. The participants are taught money management skills to help the program be successful in future years. There is also a garden on the farm property that the 4-H students learn how to cultivate. After a successful harvest, the food is then donated to our local assisted living centers. On top of these volunteer efforts, Kalei is the Young Farmer and Ranchers Chair and Dave is the Vice President of the Utah County Farm Bureau. Their hope is to advocate to to future generation the importance of agriculture. A big thank you to Dave and Kalei for their volunteer efforts in helping our children learn valuable life skills and promoting our agricultural heritage."

Dave Robbins came to the podium and said he believes in the future of agriculture and that is why he and Kalei started their 4-H squash club. Dave said he tries to teach kids that agriculture is alive and vibrant here in Utah and especially here in Santaquin. The 4-H slogan is 'learn by doing' and Dave believes that is the best way to teach the kids in his 4-H club. Dave wanted to thank the city, City Council, and especially Council Member Rowley who reached out to him and his family.

Mayor Pro Tempore Miller presented the award to Dave & Kalei Robbins and a photo was taken.

Payson-Santaquin Chamber of Commerce Award for business of the month was presented to Brown Mortuary. Josh Nielsen, future president of the chamber in the coming 2020 year, presented the award to Mark Brown.

Mark thanked Josh and the Chamber. Mark bought the mortuary in 2004 and has been a part of the Payson-Santaquin Chamber of Commerce since then. Mark expressed his gratitude to be able to serve in the community and for the opportunity to receive the award.

Mayor Pro Tempore Miller and Josh Nielsen presented the award to Brown Mortuary and a photo was taken.

Fire Chief Lind came up to speak on the recent purchase of a truck chassis that was built and is now ready for the equipment needed to be put into service. Bids were obtained by Chief Lind and presented to the council for their consideration and recommended the low price bidder. Council Member Broadhead asked a couple questions about the chassis including the cost, when it was bought, and when the equipment would be ready for the chassis. Chief Lind responded it was approximately \$56,700, it was received just last month, and, pending council approval, it would be ready in about 4 months. Council Member Broadhead then asked whether the fire department was opting for any of the options or extra features for the chassis equipment. Chief Lind responded that they would only be opting for the foam induction system, which would be another \$3,000. Council Member Broadhead then asked what the budget was for this entire project and City Manager Reeves responded that there is a \$220,000 budget for the new equipment.

Council Member Mecham motioned to award "Apparatus Equipment & Service, Inc." the fabrication of the 2019-20 Santaquin Brush Truck pursuant to the terms outlined within the bid in an amount, not to exceed, \$107,487.00 (Base Bid plus Options). Council Member Broadhead seconded the motion.

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

The motion passed 5-0

BUSINESS LICENSES

Community Development Director Bond stated there were 143 new single-family homes and 93 new multi-family homes in 2019. He stated that after talking with developers, both he and City Manager Reeves are anticipating a considerable increase in the homes built in the coming year.

There are three new business license this month, all of which are home occupations. They include an in-home day care, a dry-wall contractor, and a dog grooming business.

Mayor Pro Tempore Miller asked staff why single-family units have decreased to 143 from 180 in the previous year. Community Development Director Bond responded that he had seen a shift in focus to multi-family units and away from single-family units. He attributed this shift as partly due to market forces and partly due to the limited availability of parcels for single-family homes in 2019. However, with the sale of the Foothill Village Development from Salisbury to D.R. Horton, several plats have opened up which will support new single-family home construction. City Manager Reeves agreed and stated that with all of the plats approved throughout the city that are available now, the city should see a sizeable increase in the number of single-family units built in the coming year.

NEW BUSINESS & ADOPTION OF ORDINANCES AND RESOLUTIONS

Christmas Light Parade Event Report – Andra Cefalo & Amy Johnson

Andra Cefalo reported to the City Council that the light parade went smoothly and there was an increase in the number of floats this year as compared to the previous year. Andra thanked those who helped spread word of the event, which she attributed to the increase in participation (e.g. the efforts of the Santaquin Youth City Council, etc.) The community seemed to enjoy the choir, Santa Claus, and complimentary pictures with Santa that were available. Finally, Andra wanted to thank Rowley's Red Barn and Crabby's for the food provided for the event.

2018-2019 Fiscal Year Audit Presentation – Larson & Company, CPAs

City Manager Reeves introduced Jon Haderlie from Larson & Company CPAs who presented the results of the city audit to the council. Jon stated that it was the auditor's opinion that there *were no significant or serious* findings that needed to be brought to the council's attention in terms of internal controls or state compliance. He also stated that all the major funds had positive net position (net income) at the end of the year with one exception, which was the CDRA that normally breaks even at \$0. Jon talked about updates that the Governmental Accounting Standards Board (GASB) had made in the way that long-term debt is disclosed; in the future, bonds and leases (bank loans) are separated out with corresponding collateral for each of those types of debt.

Jon then shared the findings that were found in the audit, which included:

- 1) Compliance finding with not all the board meetings being posted on the Utah Public Notice Website (*This has been resolved by staff and new cross-checking procedures have been established to insure future compliance*).
- 2) Bond Coverage Ratio finding where the sewer fund's operating income did not exceed 120% of the sewer bond's principal and interest payments. (*In FY2018-2019, Santaquin City retired its 1993 Sewer Bond early and completed an upgrade to the Water Reclamation Facility (WRF) to enhance capacity by bringing another train online. Both efforts affected this coverage ratio.*)

Council Member Broadhead asked if this second finding was or was not the same finding from previous year. City Manager Reeves responded that the city did *not* have this finding the previous year but did have this finding two years prior and clarified that this year's finding was due to WRF upgrades and early bond retirement. Jon pointed out that these upgrades would equal greater operating revenue for the next fiscal year and moving forward.

Council Member Broadhead then remarked that this finding occurred because there was not enough impact fee revenue to meet the 120% threshold in terms of operating revenue in the sewer fund. Jon Haderlie corrected this statement by indicating that in the Annual Financial Statement, impact fees are not factored into that calculation since they are not a consistent source of revenue. Therefore, impact fees are not considered a part of the sewer fund's operating revenue.

Jon stated that there was \$130,000 of bond debt that was retired this fiscal year and this would not be reoccurring in the coming fiscal year, thus helping the operating revenue to increase as well. City Manager Reeves then expounded on Jon's comment by stating that this retired bond was a debt that was not supposed to be paid off for another couple of years. However, the reserve balance in the PTIF Accounts for this bond was sufficient to allow the city the ability to retire that bond early. Reeves continued by stating that there was only one more 1993 series bond that remained after the retirement of the aforementioned bond. He stated that the city planned to retire the last 1993 bond early as well (e.g. as soon as the sewer fund reserve for that bond (which currently sits at around \$105,000) meets or exceeds the remaining balance (which is currently at \$200,000)).

City Manager Reeves commented on the first audit finding and stated that as soon as the city recognized the error in the posting of minutes on the state website, City Attorney Rich held a training with City Recorder Shirley and all the other city clerks regarding posting requirements. Jon Haderlie noted that while all of these postings had been made to the Santaquin website, the finding was made because the board meeting minutes were not posted to the Utah Public Notice Website. He stated that in talking with the Utah State Auditor's Office, there is a new feature on their website that would allow the state to link to the city website, thus fulfilling that requirement to reduce duplication and redundancy of work in meeting postings.

Mayor Pro-temp Miller and City Manager Reeves expressed appreciation to Mr. Haderlie for his work, and that of his firm, in completing this year's audit.

Presentation, Discussion and Possible Action Regarding the Santaquin City Royalty

Hannah Tervort has been involved with Santaquin City Royalty ever since winning the title of Miss Santaquin herself twelve years prior. Hannah expressed her gratitude for the opportunity to serve as the program's director over the past several years. In her time, she has seen the program change the lives of women throughout the city.

Hannah indicated that she will be turning over the role of city liaison to her mother Keela Goudy who then came up to the microphone to speak. Keela explained that the role her daughter held as the program director was divided up amongst the other co-directors and program coordinators. She indicated that she would assume the role as the liaison with the city. She then introduced each of the co-directors, coordinators, and committee members of the program and outlined their responsibilities.

She encouraged the City Council to watch the upcoming Miss Utah and the Miss America competitions to see and better understand the direction in which the programs are evolving. Keela commented on the changes that they saw in the new Miss Utah competition, which is steering away from the use of the word pageant and orienting towards that of a competition, seems to be geared towards professional/repeat contenders. Hannah stated that the changes that Miss Utah is requiring include use of specific channels for promotion and fund raising to compete in the event. Keela said she feels the program is not supportive of rural communities in the sense that it seems to be more geared towards affluent communities who have more access to funds and channels for self-promotion. Hannah also said she was disturbed that only 60% of the required \$2,000.00 fundraiser dollars required of each contestant is going to the Utah Children's Hospital instead of the 100% as advertised; the remaining 40% going to cover the costs of the national Miss America program. Keela expressed her feelings that those funds could be better used in the local community instead of going out of state.

Hannah stated that it is the committee recommendation to discontinue its participation in the Miss Utah competition and instead use those funds to increase the scholarships given to our local participants. This recommendation would not require any increase in city funding levels, but would instead be a reallocation of the funds from one line item to another.

Council Member Broadhead asked how many cities participate in Miss Utah and Hannah stated that a significant number of rural communities are dropping out for similar reasons stated here.

Council Member Mecham wanted to thank Hannah and the Santaquin City Royalty program for what they have done for the girls in the community. He stated that his own daughter competed and benefited greatly from the program.

No Action Needed – Line item budget reallocation can be adjusted by the department director

Discussion and Possible Action Regarding Technology –

i. Elected Leader Technology Options – 2020-2022

ii. Cameras in the Council Chamber

City Manager explained to the council that every couple of years the policies in regards to technology provided to the City Council has the opportunity to be reviewed. Four years ago, tablets were provided to council members to “own” as a form of compensation for their service to the community. The reasoning for designating ownership was to allow council members the ability to purchase apps and utilize the tool for both municipal and personal use without fear of using a city asset inappropriately. Two years ago, an option was given to either have the city purchase new iPads or provide a \$400 stipend, which could be used to offset the cost of purchasing a new laptop or alternative technological choice based upon their personal preferences.

City Manager Reeves explained that he had been advised by the city’s technology provider that the stipend should be increased to \$600 due to the increased cost in technology. Reeves clarified that this increase would not come with tech support due to the devices being a “personally owned assets” other than the initial setup of the council member’s city email account and the City Council Dropbox account.

The City Council agreed with the recommendation made by staff.

City Manager Reeves then shifted to the second technology discussion of cameras in the City Council chambers. He stated that this had been a topic of research and discussion for a number of years but that there had been an increased demand for such a system to enhance the city’s continued efforts to enhance its transparency. Reeves clarified that despite previous statements indicating that this effort may be a requirement by the State of Utah in future years, that this was not a state requirement as once thought. He indicated that Finance Director Aaron Shirley had researched state code and found that this was not in fact a requirement nor would it be a requirement in the near future. However, he indicated that there is good moral argument that providing cameras would enhance public participation and trust in their local government.

City Manager Reeves then turned the time over to Finance Director Shirley to present his research regarding various camera systems and providers. Finance Director Shirley shared the features available for City Council meeting broadcasts including both “on demand” and

“streaming services” as well as timestamped indexing of the agenda and the meeting video allowing for easy meeting packet accessibility. Shirley described the view of the proposed meeting video software with the video in the top-left corner, the agenda below with indexed time-stamps for skipping to those portions of the video, and packet materials on the right-hand side associated with the agenda item currently playing on the video. Shirley presented the camera equipment options along with the software described and their associated costs from vendors JCG Technologies and Swagit. A third option was also shared in which the city could independently purchase and install camera and sound equipment and then contract with a vendor for the software aspects of video streaming, agenda indexing, and packet functionalities. Shirley described the possibility of working with a member of the Provo IT Department recommended by Fire Chief Lind who could assist with the setup of the cameras and sound equipment.

Council Member Broadhead asked if these options would require someone to control the cameras and their movements. Finance Director Shirley responded that it would require staff support. City Manager Reeves clarified Shirley’s response by stating that JCG Technologies costs were so much lower because they would require city personnel to operate the system while Swagit’s costs were noticeably higher because they do all of the video production and camera control remotely from their headquarters.

Reeves clarified that these estimates were preliminary and not ready for council action at this time. However, any advice or direction by the counsel regarding their preferences would be appreciated. Mayor Pro Tempore Miller stated that the price points will even out once the city factors in the costs for a city employee to operate the equipment and thinks that this project is going in the right direction. City Manager Reeves also wanted the council to know that there will be more discussion of the camera system and equipment at the annual budget planning session. The camera project will likely be considered together with the topic of a new city hall since there is a question regarding the transferability of the equipment from one venue to another.

Discussion and Possible Action Regarding the Process for Evaluating and Prioritizing Pedestrian Safety Improvements

Community Development Director Bond said there has been issue with individual citizens asking elected leaders to put in crosswalks and other traffic control devices such as stop signs and speed limit signs. However, to avoid the possibility of issues becoming politicized, and to get data behind the decision-making process, Bond recommended working with our transportation engineers to recommend a data driven procedure that would drive the decision-making process. Council Member Montoya told staff she appreciated this direction since she had been approached by citizens who had safety concerns and desired the installation of traffic control devices. She liked the idea that there would be a systematic approach to evaluating these types of requests.

Council Member Montoya requested a five-minute recess. Mayor Pro Tempore Miller gave approval and council adjourned for five minutes.

Resolution 12-06-2019, "A Resolution Approving the Reinstatement of the Assistant City Manager Position and Authorizing an Employment Agreement"

Mayor Pro Tempore Miller turned time over to City Manager Reeves who explained proper span of control with regard to effective supervision responsibilities and that proper span of control typically does not exceed 5-7 direct reports. Currently, the city manager has 9 direct reports plus project management responsibilities. He explained that this resolution comes at the request of the elected leaders to assist the city manager by providing him additional support and so that proper personnel management is accomplished within the city.

The purpose of this resolution is to re-instate the position of assistant city manager and promote City Engineer Norm Beagley to the Assistant City Manager position. Jon Lundell would then become City Engineer. Reeves explained that these responsibilities would be transferred over a 6-month period from Norm to Jon as well as from Ben to Norm. These changes would allow City Manager Reeves the time and ability to focus on the administration, public safety, and leisure services functional areas and allow Norm Beagley the ability to manage public works, community development/engineering functional areas. Reeves acknowledged that leisure services is a difficult department to categorize as some of its aspects are more engineering oriented (e.g. the construction of a new senior center, upgrades to the museum and other aspects of the department such as the parks department which is shared with public works) and some are more personnel/budget related. Reeves stated that leisure services oversight would be with City Manager Reeves for the time-being and would be subject to change in the future.

Council Member Broadhead expressed concern that there might be an optics issue with the public without advertising the job posting externally. Reeves responded that he was proceeding as directed by the elected leaders and that all of the pieces of the puzzle are in motion as directed. He also recommended that the city not post the position externally, especially if doing so was disingenuous to those who might apply but not truly be considered for the position. City Manager Reeves then stated that the City Council has the discretion under city policy of promoting from within or advertising the position externally.

Mayor Pro Tempore Miller stated that this was a good time to talk about what the city wants to do with a consistent hiring policy moving forward with the understanding that a policy did not have to be crafted and approved tonight. Council Member Montoya stated that she was in full-support of City Engineer Norm Beagley becoming Assistant City Manager. Mayor Pro Tempore Miller then stated that he opined that perhaps the City Council should go ahead with the promotion of City Engineer Norm Beagley to Assistant City Manager and move forward with whatever policy gets decided by the City Council in the future.

Council Member Mecham expressed his support for a hiring policy and that in the past he was worried about not being consistent in their hiring decisions. Council Member Broadhead stated that he thought the Council should approve the re-instating of the position of Assistant City Manager and open the position internally. Mayor Pro Tempore Miller then said that he agreed but instead of opening the position first internally and then externally to open it up both internally and externally simultaneously.

Motion: Council Member Broadhead motioned to adopt Resolution 12-06-2019, "A Resolution Approving the Reinstatement of the Assistant City Manager Position and Authorizing an Employment Agreement" and remove anything that has to do with an employment agreement and instead open up the job posting internally. Council Member Mecham seconded the motion.

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

The motion passed 4-1

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

City Manager Reeves –

- Inauguration Day – Typically, Inauguration Day is held as a luncheon with both new and former council members invited to participate as well as the city staff. This year, the event will be held at noon at the Senior Center on Tuesday January 7, 2020. This will also double as the monthly employee birthday lunch.
- Council Budget Retreat – City Manager Reeves is looking for a date(s) when the elected leaders would be available for the annual budget planning session and suggested February 7th & 8th. Council Member Elect Jennifer Bowman indicated that she had a conflict on February 7th but would be able to make February 8th work. Council Member Montoya said February 8th worked as long as she was done by 4:30 p.m. The City Council agreed to hold their budget planning meeting from 8am-4pm on Saturday, February 8th.

Community Development Director Bond –

- Main Street Widening – Direct Bond indicated that he is working on a proposal for a MAG Project Grant to widen US-6 Main Street to 500 West in the amount of \$5.5 million dollars. Grant funding was recently approved to widen Main Street between 100 East and 300 West for roughly \$4M. This request would add the additional funding to expand the project to 500 West.
- Foothill Village Setbacks – Director Bond has been in communication with D.R. Horton (who purchased the Foothill Development previously owned by Salisbury) regarding the setbacks on a portion of their development. D.R. Horton is asking the city for a change to the development agreement where they could modify setbacks on lots from a 25-foot rear and front to 20 feet for lots of 120 feet or less. The modification to the setbacks would allow for the construction of larger, higher quality homes for the community.
 - Council Member Broadhead expressed concern that this would affect parking/snow plowing in the area and Community Development Director Bond said that was already a concern stated to D.R. Horton
 - Council Member Montoya stated desires for the Planning Commission to give their input on this issue
 - Curtis Leavitt from D.R. Horton came up asked to take a look at an exhibit that showed a driveway and dimensions with a double cab truck inside the driveway demonstrating the size of the driveway with the increased home sizes to show the sizable dimensions of a driveway even with the modified setbacks
- Director Bond explained that the city is in negotiation with D.R. Horton to extend the frontage road from the south exit, through their development, and outside of their development through the realignment of Highland Drive at the intersection of Canyon Road. Such an undertaking is not a requirement for the construction of Foothill Village. However, it would provide mutual benefit for all parties involved as well as provided added connectivity for the entire community. Since the project is outside of the scope of the Foothill Village

Development, the city would reimburse D.R. Horton with future transportation impact fees. Both parties are working together in good faith on both of these issues. As this is just a report item, no formal action could be taken.

City Engineer Beagley –

- Project Status Report – Engineer Beagley indicated that he is wrapping up projects and billings at the present time. He further indicated that there are some infrastructure needs in Summit Ridge Development including a pressure regulating station in the area south downhill from the bridge near the tracks. Some preliminary costs have been given and the developer is going to take on a majority of the \$104,000 costs with the city's portion of the costs being \$30,000 for increasing capacity. Ten thousand dollars of this cost would come from the Pressurized Irrigation Impact Fee Fund to cover future growth and the remainder would come from the Culinary Water Operational Fund. This would require a budget amendment from the City Council.
- Grocery Store Construction Project - Council Member Broadhead asked about the sweeping on Main Street instead of washing debris into the storm drain and slush to go everywhere and City Engineer Beagley said he would look into it.

City Attorney Rich

- Attorney Rich indicated that he is dealing with a lot of devilmint projects and there has been an increase in criminal prosecutions
 - Council Member Broadhead said he noticed the increasing attorney costs might be justification for looking at in-house counsel

REPORTS BY MAYOR AND COUNCIL MEMBERS

Council Member Montoya asked about the gate near the cattle guard and why it was taken down by UDOT. Staff did not know. She indicated that she received an email from the State Historical Department about the museum building in which they provided a preliminary estimate for repairing the building. The preliminary estimate amount seemed low. City Manager Reeves stated that he believed it was because it did not include the updates to seismic standards.

Council Member Rowley asked when Dropbox and email access stopped and City Manager Reeves stated that on Inauguration Day access would be cut but all emails would be forwarded to whatever email that they desired.

Mayor Pro Tempore Miller reported on wrestling and volleyball.

EXECUTIVE SESSION

Council Member Broadhead motioned to enter into executive session. Council Member Mecham seconded. See affidavit.

ADJOURNMENT

Council Member Montoya asked if agenda item 9d, a Resolution 12-06-2019, "A Resolution Approving the Reinstatement of the Assistant City Manager Position and Authorizing an Employment Agreement", could be brought back for a reconsideration during this meeting and revisited pursuant to the discussion held in the executive session. City Attorney Rich stated that without the full council present, it could not be brought back during this session since the motion had passed and Council Member Broadhead had left during the executive session. He recommended that readdressing the issue should wait until a future meeting had been properly posted.

At 9:51 pm Council Member Montoya moved to adjourn. Council Member Mecham seconded the motion. The vote was as follows:

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

The motion passed with a 4 to 0 vote.

Kirk Hunsaker, Mayor

K. Aaron Shirley, City Recorder



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

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

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

INVOCATION/INSPIRATIONAL THOUGHT

Council Member Mecham offered an invocation.

REPORTS BY MAYOR, COUNCIL MEMBERS

Council Member Miller wanted to apologize because he felt that he did not lead as well as he thought he should have as Mayor Pro Tempore during the December 17, 2019 meeting. He felt that he did not participate as much as he should have and expressed his concerns that he withdrew himself in regards to speaking his mind.

Council Member Mecham wanted to apologize for any offenses he may have committed to any individuals with his actions last council meeting. Mecham stated that he usually researches the issues better but he had not for the December 17th meeting and stated that he still had the hiring of the Leisure Services Director in mind.

Council Member Montoya also wanted to apologize to City Engineer Beagley as her emotions got in the way of her speaking her mind last Council Meeting.

City Manager Reeves was asked to review in more detail the city policy when it comes to job openings which states *"The Mayor, or designee shall have the discretion to fill vacancies through appropriate methods including, but not limited to promotion, transfer, posting, advertising, and other methods"*. City Manager Reeves continued saying that according to the City Council Protocols, the reconsideration of any matter has to have at least the same number of council members present, as there were when the original decision was made. In this case, with the attendance of Mayor Hunsaker, the number of council members present has increased.

Council Member Broadhead also wanted to give his public apology to City Engineer Beagley and stated that he did not mean for the meeting to get so personal and out of hand.

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

Council Member Miller motioned for council to enter into an executive session. Council Member Mecham seconded the motion.

The City Council returned from Executive Session.

NEW BUSINESS & ADOPTION OF ORDINANCES AND RESOLUTIONS

Rescind Resolution 12-06-2019, "A Resolution Approving the Reinstatement of the Assistant City Manager Position and Authorizing an Employment Agreement"

Motion: Council Member Broadhead motioned to Rescind Resolution 12-06-2019, "A Resolution Approving the Reinstatement of the Assistant City Manager Position and Authorizing an Employment Agreement". Council Member Mecham seconded the motion.

Seconded by Council Member

Roll Call:

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

Motioned passed 5-0

Resolution 12-07-2019, "A Resolution Approving the Reinstatement of the Assistant City Manager Position"

Council Member Montoya wanted to state for the record that this reinstatement of the position of Assistant City Manager has been in the works for years now and was also at the direction of the City Council; *not* staff. Montoya also stated that after the subject was brought to the council to consider, the decision to promote City Engineer Norm Beagley was approved and directed by City Council.

Motion: Council Member Mecham motioned to accept Resolution 12-07-2019, "A Resolution Approving the Reinstatement of the Assistant City Manager Position".

Seconded by Council Member Rowley.

Roll Call:

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

The motion passed 5-0

Resolution 12-08-2019, "A Resolution Authorizing an Employment Offer and Possible Employment Agreement for the Assistant City Manager Position"

Council Member Miller wanted to discuss changes in salary for the position of Assistant City Manager Position.

Council Member Mecham asked Mayor Hunsaker if there was a suggested salary for this position and Mayor Hunsaker responded that yes there were suggestions but there that it was ultimately up to the council.

Council Member Miller suggested the Leisure Services Department should report to the Assistant City Manager which would expand his responsibility and further justify an increase in salary.

Motion: Council Member Montoya motioned to approve Resolution 12-08-2019, "A Resolution Authorizing an Employment Offer and Possible Employment Agreement for the Assistant City Manager Position" including a salary increase equal to 6.2% of his current salary due to additional duties and responsibilities he will undertake.

Council Member Miller seconded and wanted to say that this increase is fair and very small due to the number of hours put in and required by this position.

Roll Call:

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

The motion passed 5-0.

Resolution 12-09-2019, "A Resolution Authorizing an Employment Offer and Possible Employment Agreement for the City Engineers Position"

Motion: Council Member Broadhead motioned to approve Resolution 12-09-2019, "A Resolution Authorizing an Employment Offer and Possible Employment Agreement for the City Engineers Position" and that the council move Jon Lundell up to City Engineer pay grade and salary level commensurate with his years of service.

Council Member Montoya seconded the motion.

Roll Call:

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

The motion passed 5-0.

ADJOURNMENT

At 5:36 pm, Council Member Miller moved to adjourn. Council Member Mecham seconded the motion. The vote was as follows:

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

The motion passed with a 5 to 0 vote.

Kirk F. Hunsaker, Mayor

K. Aaron Shirley, City Recorder

SANTAQUIN CITY CORPORATION

Invoice Register - 12/14/2019 to 1/3/2020 - All Invoices

1/3/2020

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name	Description
12299	ACE & JERRY AUTO GLASS PRO SH	79469	12/19/2019	12/19/2019	\$229.00	1054250	EQUIPMENT MAINTENANCE	WINDSHIELD - 2018 FORD 4-D
2019-2133	ALL PRO SECURITY, LLC	79470	12/27/2019	12/27/2019	\$540.00	1042310	PROFESSIONAL & TECHNICA	2 APS Deputy Constables, SFO
26884	BARBER METALS	79415	12/16/2019	12/16/2019	\$49.95	1060250	EQUIPMENT MAINTENANCE	1" THICK BURNED PLATE
REIMBURSE-10	BEAGLEY, NORM	79471	1/2/2020	1/2/2020	\$4,771.95	1048230	EDUCATION, TRAINING, TRAV	BYU EMPA 2018 FALL TUITION
2696B	BENNETT PAVING AND CONSTRUCTI	79462	12/30/2019	12/30/2019	\$34,710.40	4540300	SUMMIT RIDGE PARKWAY EX	SUMMIT RIDGE PARKWAY
2704B	BENNETT PAVING AND CONSTRUCTI	79462	12/30/2019	12/30/2019	\$5,659.52	4540300	SUMMIT RIDGE PARKWAY EX	SUMMIT RIDGE PARKWAY
2724B	BENNETT PAVING AND CONSTRUCTI	79462	12/30/2019	12/30/2019	\$111,645.62	4540300	SUMMIT RIDGE PARKWAY EX	SUMMIT RIDGE PARKWAY
2738B	BENNETT PAVING AND CONSTRUCTI	79462	12/30/2019	12/30/2019	\$63,027.05	4540300	SUMMIT RIDGE PARKWAY EX	SUMMIT RIDGE PARKWAY
	Vendor Total:				\$215,042.59			
1085382	BEST DEAL SPRINGS	79416	12/16/2019	12/16/2019	\$82.86	1060250	EQUIPMENT MAINTENANCE	H280 HYRAULIC HOSE/JIC FE
1085536	BEST DEAL SPRINGS	79416	12/19/2019	12/19/2019	\$363.72	5140240	SUPPLIES	4" PUMA PETRO S&D HOS/3-1/
	Vendor Total:				\$446.58			
0010-564	BLAZE MASTER FIRE PROTECTION	79472	1/2/2020	1/2/2020	\$367.00	1051300	BUILDINGS & GROUND MAIN	ANNUAL FIRE EXTINGUISHER
0010-565	BLAZE MASTER FIRE PROTECTION	79472	1/2/2020	1/2/2020	\$276.00	1051300	BUILDINGS & GROUND MAIN	ANNUAL FIRE EXTINGUISHER
0010-566	BLAZE MASTER FIRE PROTECTION	79472	1/2/2020	1/2/2020	\$825.00	1051300	BUILDINGS & GROUND MAIN	ANNUAL FIRE EXTINGUISHER
	Vendor Total:				\$1,468.00			
CASH BOND-12	BLUE RIVER LAND GROUP	79417	12/16/2019	12/16/2019	\$114,400.00	1022468	(RESV) [CLUBHSE] APPLE HA	CLUB HOUSE CASH BOND RE
381	CENTRAL UTAH 911	79473	12/27/2019	12/27/2019	\$16,666.35	1054340	CENTRAL DISPATCH FEES	OCTOBER-DECEMBER: FIXED
UP28727	CENTURY EQUIPMENT COMP		12/30/2019	12/30/2019	\$669.66	5440250	EQUIPMENT MAINTENANCE	EQUIPMENT PARTS
12172019A	CENTURYLINK	79418	12/17/2019	12/17/2019	\$92.06	1051280	TELEPHONE	801-754-5293
12172019B	CENTURYLINK	79418	12/17/2019	12/17/2019	\$167.64	1051280	TELEPHONE	801-754-5165
12172019C	CENTURYLINK	79418	12/17/2019	12/17/2019	\$0.90	1051280	TELEPHONE	801-754-3211
	Vendor Total:				\$260.60			
19L0204	CHEMTECH-FORD, INC	79419	12/16/2019	12/16/2019	\$80.00	5240520	WRF - SUPPLIES	WRF
19L0633	CHEMTECH-FORD, INC	79475	12/30/2019	12/30/2019	\$80.00	5240310	PROFESSIONAL & TECHNICA	WRF
19L1160	CHEMTECH-FORD, INC	79475	12/30/2019	12/30/2019	\$20.00	5140310	PROFESSIONAL & TECHNICA	WATER EQUIPMENT

SANTAQUIN CITY CORPORATION
Invoice Register - 12/14/2019 to 1/3/2020 - All Invoices

1/3/2020

<u>Invoice No.</u>	<u>Vendor</u> <u>Vendor Total:</u>	<u>Check No.</u>	<u>Ledger</u> <u>Date</u>	<u>Due</u> <u>Date</u>	<u>Amount</u> \$180.00	<u>Account No.</u>	<u>Account Name.</u>	<u>Description</u>
PR122119-7171	CHILD SUPPORT SERVICES/ORS	79464	12/26/2019	12/26/2019	\$215.54	1022420	GARNISHMENTS	Garnishment - Child Support
0375522	CHRISTENSEN OIL	79476	12/30/2019	12/30/2019	\$226.55	5240250	EQUIPMENT MAINTENANCE	MAG 1 AW 32 HYDRAULIC
00045149B	DAILY HERALD, THE		12/19/2019	12/19/2019	\$4.00	1078220	NOTICE, ORDINANCES & PUB	Public Notice Publication
Refund: 6018190	DEGRAFFENREID, JIMMY		1/3/2020	1/3/2020	\$21.10	5113110	ACCOUNTS RECEIVABLE	Refund: 6018190 - DEGRAFFE
16516887	DESERET BOOK COMPANY	79420	12/16/2019	12/16/2019	\$59.14	7240210	BOOKS, SUBSCRIPTIONS & M	Books
PR122119-8708	ECMC - MN	79465	12/26/2019	12/26/2019	\$219.52	1022420	GARNISHMENTS	Garnishment
PR122119-383	EFTPS	9999	12/26/2019	12/26/2019	\$29,498.35			
					16,663.38	1022210	FICA PAYABLE	Social Security Tax
					3,897.22	1022210	FICA PAYABLE	Medicare Tax
					8,937.75	1022220	FEDERAL WITHHOLDING PAY	Federal Income Tax
PR123119-383	EFTPS	9999	12/26/2019	12/26/2019	\$2,488.24	1022210	FICA PAYABLE	Social Security Tax
					1,967.96	1022210	FICA PAYABLE	Medicare Tax
					460.28	1022220	FEDERAL WITHHOLDING PAY	Federal Income Tax
					60.00	1022220	FEDERAL WITHHOLDING PAY	Federal Income Tax
	Vendor Total:				\$31,986.59			
20113688	EPIC ENGINEERING	79421	12/17/2019	12/17/2019	\$235.50	1022450-203	(INSP) SECRET GARDEN EST	SECRET GARDEN INSPECTIO
Refund: 614403	FERN, HEATHER *		1/3/2020	1/3/2020	\$278.91	5113110	ACCOUNTS RECEIVABLE	Refund: 614403 - FERN, HEAT
Refund: 3110941	FLAKER, JOEL E	79478	12/23/2019	12/23/2019	\$23.64	5113110	ACCOUNTS RECEIVABLE	Refund: 3110941 - FLAKER, JO
19-387	FORENSIC NURSING SERVICES, INC	79479	12/27/2019	12/27/2019	\$75.00	1054311	PROFESSIONAL & TECHNICA	BLOOD, URINE, TRIAGE DRU
19-398	FORENSIC NURSING SERVICES, INC	79479	1/2/2020	1/2/2020	\$140.00	1054311	PROFESSIONAL & TECHNICA	TESTING
	Vendor Total:				\$215.00			
1726868	GRANITE CONSTRUCTION COMPAN	79461	12/30/2019	12/30/2019	\$1,520.00	1060240	SUPPLIES	EZ STREET COLD MIX
41231	HANSEN, ALLEN & LUCE, INC	79480	12/27/2019	12/27/2019	\$380.30	1048310	PROFESSIONAL & TECHNICA	WATER RIGHTS ASSISTANCE
Refund: 614402	HARMAN PROPERTY MANAGEMENT		1/3/2020	1/3/2020	\$126.91	5113110	ACCOUNTS RECEIVABLE	Refund: 614402 - HARMAN PR
cze20yt	HEALTH EQUITY INC,	9999	12/27/2019	12/27/2019	\$45.00	1022502	FSA	Replenish for HCRA 12/16/2019
Dec2019	HEALTH EQUITY INC,	9999	12/27/2019	12/27/2019	\$6,669.25			
					491.23	1022503	HSA	Norm Beagley - Employer Contr
					100.00	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

SANTAQUIN CITY CORPORATION
Invoice Register - 12/14/2019 to 1/3/2020 - All Invoices

1/3/2020

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
					491.23	1022503	HSA	Jon Green - Employer Contributi
					491.23	1022503	HSA	Ryan Harris - Employer Contribu
					339.87	1022503	HSA	Jon Hepworth - Employer Contrib
					364.91	1022503	HSA	Gregg Hiatt - Employer Contribu
					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 Contribu
					491.23	1022503	HSA	Jon Lundell - Employer Contribu
					364.91	1022503	HSA	Kayson Shepherd - Employer C
					339.87	1022503	HSA	Aaron Shirley - Employer Contrib
					100.00	1022503	HSA	Aaron Shirley - Employee Contrib
					339.87	1022503	HSA	Aaron Shirley - Employee Contrib
					49.75	1043310		December 2019 - FSA & HSA fe
								PROFESSIONAL & TECHNICA
oj51kwe	HEALTH EQUITY INC,	9999	12/27/2019	12/27/2019	\$153.56		FSA	Replenish for HCRA 12/9/2019
					153.56	1022502		
vjay8n	HEALTH EQUITY INC,	9999	12/27/2019	12/27/2019	\$146.88		FSA	Replenish for HCRA 12/23/2019
					146.88	1022502		
	Vendor Total:				\$7,014.69			
71588500	HENRY SCHEIN	79422	12/16/2019	12/16/2019	\$1,794.00			
					1,794.00	1054240	SUPPLIES	MEDICAL SUPPLIES
71588663	HENRY SCHEIN	79422	12/16/2019	12/16/2019	\$299.50			
					299.50	7657242	EMS - SUPPLIES	SUPPLIES
71754071	HENRY SCHEIN	79422	12/16/2019	12/16/2019	\$344.21			
					344.21	7657242	EMS - SUPPLIES	SUPPLIES
72214541	HENRY SCHEIN	79481	1/2/2020	1/2/2020	\$179.80			
					179.80	1054240	SUPPLIES	MEDICAL SUPPLIES
	Vendor Total:				\$2,617.51			
52752	HORROCKS ENGINEERS, INC	79424	12/17/2019	12/17/2019	\$2,471.00			
					2,471.00	4140816	NRCS - DEBRIS BASIN STUDY	Santaquin Debris Basin Plan EA
52975	HORROCKS ENGINEERS, INC	79424	12/17/2019	12/17/2019	\$8,045.29			
					8,045.29	4140816	NRCS - DEBRIS BASIN STUDY	Santaquin Debris Basin Plan EA
53352	HORROCKS ENGINEERS, INC	79424	12/17/2019	12/17/2019	\$871.80			
					871.80	4140816	NRCS - DEBRIS BASIN STUDY	Santaquin Debris Basin Plan EA
	Vendor Total:				\$11,388.09			
12172019	HRHJ Holdings, LLC. c/o Jimmy DeGraf	79425	12/17/2019	12/17/2019	\$163,051.82			
					163,051.82	1022450-215	(BOND) [G-1] ORCHARDS	BOND CASH RELEASE #3 - O
8100257-01	INDUSTRIAL SUPPLY	79426	12/16/2019	12/16/2019	\$82.32			
					82.32	5240520	WRF - SUPPLIES	GLOVE NYLON/NITRILE
42882144	INGRAM BROOK GROUP	79427	12/16/2019	12/16/2019	\$321.80			
					321.80	7240210	BOOKS, SUBSCRIPTIONS & M	Books
42901047	INGRAM BROOK GROUP	79427	12/16/2019	12/16/2019	\$162.96			
					162.96	7240210	BOOKS, SUBSCRIPTIONS & M	Books
43011202	INGRAM BROOK GROUP	79427	12/16/2019	12/16/2019	\$12.79			
					12.79	7240210	BOOKS, SUBSCRIPTIONS & M	Books
	Vendor Total:				\$497.55			
1012680832	INTERMOUNTAIN FARMERS, INC.	79482	12/30/2019	12/30/2019	\$326.94			
					326.94	1070300	BUILDINGS & GROUNDS MAI	PARKS EQUIPMENT

SANTAQUIN CITY CORPORATION

Invoice Register - 12/14/2019 to 1/3/2020 - All Invoices

1/3/2020

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
1012714931	INTERMOUNTAIN FARMERS, INC.	79482	12/30/2019	12/30/2019	\$697.45 697.45 \$1,024.39	1060240	SUPPLIES	PARKS - STERILAN II
46225	INTERWEST SAFETY SUPPLY	79483	12/30/2019	12/30/2019	\$139.50 139.50	4540300	SUMMIT RIDGE PARKWAY EX	DIAMOND GRADE SHEETING (
12272019	IRIS MEDICAL	79484	12/27/2019	12/27/2019	\$1,573.33 1,573.33	7657211	EMS BILLING SERVICES EXP	NOVEMBER
BOND-RELEASE	JACK WILLIAMS HOMES	79428	12/16/2019	12/16/2019	\$77,316.44 77,316.44	1022450-155	(BOND - CONSTRUCTION) HI	CONSTRUCTION BOND RELE
Refund: 614805	JACKMAN, JARED & MICAH		1/3/2020	1/3/2020	\$30.28 30.28	5113110	ACCOUNTS RECEIVABLE	Refund: 614805 - JACKMAN, JA
XC12192019-140	KC LOWHAM	79414	12/19/2019	12/19/2019	\$348.78 348.78	1054240	SUPPLIES	BINOCULARS
INV330210	L.N. CURTIS & SONS	79429	12/16/2019	12/16/2019	\$64.00 64.00	7657240	FIRE - SUPPLIES	SUPPLIES
INV344090	L.N. CURTIS & SONS	79429	12/17/2019	12/17/2019	\$160.00 160.00	7657240	FIRE - SUPPLIES	FIRE GLOVES
INV346550	L.N. CURTIS & SONS	79485	1/2/2020	1/2/2020	\$3,842.00 3,842.00 \$4,066.00	7657250	EQUIPMENT MAINTENANCE	FIRE SUPPLIES
17-130	LARA, PEGGIE	79430	12/16/2019	12/16/2019	\$25.00 25.00	1042310	PROFESSIONAL & TECHNICA	INTERPRETER
REIMBURSE-01	LUNDELL, JON	79506	1/2/2020	1/2/2020	\$931.00 931.00	1048230	EDUCATION, TRAINING, TRAV	TUITION REIMBURSEMENT
4763329	MALLORY SAFETY & SUPPLY	79486	1/2/2020	1/2/2020	\$58.98 58.98	1054240	SUPPLIES	K TEST KITS
REIMBURSE-01	MECHAM, BRYAN	79487	1/2/2020	1/2/2020	\$449.50 449.50	6140230	EDUCATION, TRAINING & TRA	TUITION ASSISTANCE
1970085	MOUNTAIN ALARM	79488	1/2/2020	1/2/2020	\$44.00 44.00	1051300	BUILDINGS & GROUND MAIN	JANUARY
6695-903594	MOUNTAINLAND SUPPLY	79489	1/2/2020	1/2/2020	\$14.32 14.32	1043501	BANK AND SERVICE CHARGE	SERVICE CHARGE
6695-945902	MOUNTAINLAND SUPPLY	79489	1/2/2020	1/2/2020	\$14.32 14.32	1043501	BANK AND SERVICE CHARGE	SERVICE CHARGE
S103318643.001	MOUNTAINLAND SUPPLY	79433	12/19/2019	12/19/2019	\$403.77 403.77	5140240	SUPPLIES	METER LID SUPPLIES
S103351686.001	MOUNTAINLAND SUPPLY	79433	12/16/2019	12/16/2019	\$1,509.68 1,509.68	5140240	SUPPLIES	SUPPLIES
S103353259.001	MOUNTAINLAND SUPPLY	79433	12/16/2019	12/16/2019	\$1,323.97 1,323.97	5140240	SUPPLIES	SUPPLIES
S103353569.001	MOUNTAINLAND SUPPLY	79433	12/16/2019	12/16/2019	(\$616.82) -616.82	5140240	SUPPLIES	RETURNS
S103362595.001	MOUNTAINLAND SUPPLY	79489	12/30/2019	12/30/2019	\$185.33 185.33	5140240	SUPPLIES	WATER EQUIPMENT
S103365821.001	MOUNTAINLAND SUPPLY	79489	12/30/2019	12/30/2019	\$18.12 18.12	5140240	SUPPLIES	PAT - WATER SUPPLIES
S103365821.002	MOUNTAINLAND SUPPLY	79489	12/30/2019	12/30/2019	\$10.58 10.58	5140240	SUPPLIES	WATER SUPPLIES

SANTAQUIN CITY CORPORATION

Invoice Register - 12/14/2019 to 1/3/2020 - All Invoices

1/3/2020

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
S103365867.001	MOUNTAINLAND SUPPLY	79489	12/30/2019	12/30/2019	\$24.79	5140240	SUPPLIES	WATER EQUIPMENT
S103366872.001	MOUNTAINLAND SUPPLY	79489	12/30/2019	12/30/2019	\$24.34	5140240	SUPPLIES	CHLORINATOR
S103366921.001	MOUNTAINLAND SUPPLY	79489	12/30/2019	12/30/2019	\$41.17	5140240	SUPPLIES	WATER SUPPLIES
	Vendor Total:				\$2,953.57			
IN1407385	MUNICIPAL EMERGENCY SERVICES	79490	12/16/2019	12/16/2019	\$127.06	7657244	UNIFORMS	FIRE UNIFORMS
01022020	NATIONAL RECREATION AND PARK A	79491	1/2/2020	1/2/2020	\$175.00	6140230	EDUCATION, TRAINING & TRA	NRPA MEMBERSHIP DUES
PR122119-13093	NEBO LODGE #45	79466	12/26/2019	12/26/2019	\$18.00	1022425	FOP DUES	FOP Dues (Nebo Lodge #45)
12172019	OPENSHAW, TONY	79412	12/17/2019	12/17/2019	\$440.00	6140250	EQUIPMENT MAINTENANCE	TIRES FOR SIDE BY SIDE TRU
332005	PAYSON AUTO SUPPLY - NAPA	79435	12/16/2019	12/16/2019	\$11.08	5140250	EQUIPMENT MAINTENANCE	TRLLAMP
332071	PAYSON AUTO SUPPLY - NAPA	79435	12/16/2019	12/16/2019	\$128.42	1077250	EQUIPMENT MAINTENANCE	ALTERNATOR BELT
332096	PAYSON AUTO SUPPLY - NAPA	79435	12/16/2019	12/16/2019	\$9.30	1070250	EQUIPMENT MAINTENANCE	E CLIP
332175	PAYSON AUTO SUPPLY - NAPA	79435	12/16/2019	12/16/2019	\$36.09	1060250	EQUIPMENT MAINTENANCE	TRACTION BELT/GEAR OIL/FU
332179	PAYSON AUTO SUPPLY - NAPA	79435	12/16/2019	12/16/2019	\$15.44	1060250	EQUIPMENT MAINTENANCE	HYDRAULIC FILTER/FUEL FILT
332261	PAYSON AUTO SUPPLY - NAPA	79435	12/16/2019	12/16/2019	\$27.98	1077250	EQUIPMENT MAINTENANCE	LATEX DISPOSABLE GLOVES
332292	PAYSON AUTO SUPPLY - NAPA	79435	12/16/2019	12/16/2019	\$12.38	1070250	EQUIPMENT MAINTENANCE	FHP BELT
332331	PAYSON AUTO SUPPLY - NAPA	79435	12/16/2019	12/16/2019	(\$11.69)	1070250	EQUIPMENT MAINTENANCE	FHP POWERED BELT
332336	PAYSON AUTO SUPPLY - NAPA	79435	12/16/2019	12/16/2019	\$2.51	1070250	EQUIPMENT MAINTENANCE	TIRE VALVE
332800	PAYSON AUTO SUPPLY - NAPA	79435	12/19/2019	12/19/2019	\$215.36	1070250	EQUIPMENT MAINTENANCE	ADAPTER BRG HOUSING/CP
332847	PAYSON AUTO SUPPLY - NAPA	79435	12/19/2019	12/19/2019	\$46.56	1070250	EQUIPMENT MAINTENANCE	OIL FILTER/AIR FILTER
332887	PAYSON AUTO SUPPLY - NAPA	79492	12/30/2019	12/30/2019	\$45.98	5140250	EQUIPMENT MAINTENANCE	SME CARB GX140
332938	PAYSON AUTO SUPPLY - NAPA	79492	12/30/2019	12/30/2019	\$7.35	5140250	EQUIPMENT MAINTENANCE	HEATER HOSE
332975	PAYSON AUTO SUPPLY - NAPA	79492	12/30/2019	12/30/2019	\$27.08	1070250	EQUIPMENT MAINTENANCE	CHAIN LINK - ROLLER
333266	PAYSON AUTO SUPPLY - NAPA	79492	12/30/2019	12/30/2019	\$85.02	1070250	EQUIPMENT MAINTENANCE	SPROCKET/BUSHING/FREIGH
	Vendor Total:				\$658.86			
04-1701852	PAYSON MARKET	79493	12/27/2019	12/27/2019	\$268.84	7540480	FOOD	SENIORS FOOD

SANTAQUIN CITY CORPORATION
Invoice Register - 12/14/2019 to 1/3/2020 - All Invoices

1/3/2020

<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>
044242-12783	PETERSON TIRE OF SANTAQUIN (BI	79494	12/30/2019	12/30/2019	\$16.99	1048260	FUEL	FLAT REPAIR RIGHT REAR
289775	REDMOND MINERALS, INC	79438	12/17/2019	12/17/2019	\$605.28	1060240	SUPPLIES	SALT SUPPLIES FOR WINTER
289851	REDMOND MINERALS, INC	79438	12/19/2019	12/19/2019	\$655.44	1060240	SUPPLIES	SALT SUPPLIES FOR WINTER
289915	REDMOND MINERALS, INC	79438	12/19/2019	12/19/2019	\$622.32	1060240	SUPPLIES	SALT SUPPLIES FOR WINTER
290188	REDMOND MINERALS, INC	79495	1/2/2020	1/2/2020	\$1,452.00	1060240	SUPPLIES	SALT SUPPLIES FOR WINTER
	Vendor Total:				\$3,335.04			
Refund: 622404	ROBISON, LACIE *	79439	12/16/2019	12/16/2019	\$145.25	5113110	ACCOUNTS RECEIVABLE	Refund: 622404 - ROBISON, LA
RMO-12172019C	ROCKY MOUNTAIN POWER	79440	12/17/2019	12/17/2019	\$10,988.24		UTILITIES	1213 N CENTER PUBLIC WOR
					171.25	1051270	UTILITIES	1213 N CENTER PUBLIC WOR
					439.28	1051270	UTILITIES	1000 N CENTER PARK
					17.86	1070270	UTILITIES	10 W GINGER GOLD RD - LIFT
					491.44	5240270	UTILITIES	1215 N CENTER
					9,868.41	5240500	WRF - UTILITIES	
RMP-12172019	ROCKY MOUNTAIN POWER	79440	12/17/2019	12/17/2019	\$126.65		UTILITIES - STREET LIGHTS	1005 S RED BARN
					47.25	1060270	UTILITIES - STREET LIGHTS	415 TRAVERTIME WAY
					49.33	1060270	UTILITIES - STREET LIGHTS	154 E 950 S
					22.41	1060270	UTILITIES - STREET LIGHTS	80 E 770 N
					7.66	1060270		
RMP-12172019A	ROCKY MOUNTAIN POWER	79440	12/17/2019	12/17/2019	\$21.26		UTILITIES - STREET LIGHTS	1026 E MAIN
					21.26	1060270		
RMP-12172019B	ROCKY MOUNTAIN POWER	79440	12/17/2019	12/17/2019	\$14.73		UTILITIES	1250 S CANYON RD
					14.73	5440273		
RMP-12192019	ROCKY MOUNTAIN POWER	79440	12/19/2019	12/19/2019	\$39.27		UTILITIES - STREET LIGHTS	115 W 860 N
					39.27	1060270		
RMP-12272019	ROCKY MOUNTAIN POWER	79496	12/27/2019	12/27/2019	\$198.10		UTILITIES	1100 S CANYON ROAD
					198.10	5140273		
RMP-12272019B	ROCKY MOUNTAIN POWER	79496	12/27/2019	12/27/2019	\$13,248.09		UTILITIES	190 S 400 W - RECREATION C
					46.31	1051270	UTILITIES	190 S 400 W - RECREATION C
					246.48	1051270	UTILITIES	275 W MAIN ST
					1,023.67	1051270	UTILITIES	98 S CENTER LIBRARY
					213.57	1051270	UTILITIES	45 W 100 S
					414.16	1051270	UTILITIES	1390 SUMMIT RIDGE PARKWA
					41.90	1070270	UTILITIES	STREET LIGHTS
					4,593.27	1070270	UTILITIES	313 W 100 S BOWERY
					18.48	1070270	UTILITIES	313 W 100 S RESTROOMS
					21.14	1070270	UTILITIES	280 W 750 N PARK
					53.84	1070270	UTILITIES	310 N ORCHARD LANE PARK
					16.51	1070270	UTILITIES	49 E MAIN AREA LIGHTS
					56.24	1070270	UTILITIES	49 E MAIN PARK LIGHTS
					49.36	1070270	UTILITIES	398 N CHERRY LANE PARK
					25.41	1070270	UTILITIES	705 SUNSET TRAILS PARK
					141.87	1070270	UTILITIES	168 E 610 CONCESSION STAN
					12.83	1070270	UTILITIES	300 W 100 S BALL PARK LIGH
					7.71	1070270	UTILITIES	

SANTAQUIN CITY CORPORATION
Invoice Register - 12/14/2019 to 1/3/2020 - All Invoices

1/3/2020

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
RMP-20172019C	ROCKY MOUNTAIN POWER	79440	12/17/2019	12/17/2019	\$44.37	1060270	UTILITIES - STREET LIGHTS	592 SUMMIT RIDGE PKY - 80% UTILITIES
	Vendor Total:				\$24,680.71			592 SUMMIT RIDGE PKY - SO UTILITIES
P17702	ROCKY MOUNTAIN TURF - RMT EQUI	79497	12/30/2019	12/30/2019	\$100.81	1077250	EQUIPMENT MAINTENANCE	250 S 400 W ARENA - CONSES UTILITIES
P17711	ROCKY MOUNTAIN TURF - RMT EQUI	79441	12/19/2019	12/19/2019	\$657.41	1077250	EQUIPMENT MAINTENANCE	250 S 400 W ARENA - CONSES UTILITIES
	Vendor Total:				\$758.22			250 S 400 W ARENA - CONSES UTILITIES
250107	RON GORDON TIRE PROS	79498	12/30/2019	12/30/2019	\$195.94	5240550	WRF - EQUIPMENT MAINTEN	250 S 400 W SPRINKLERS UTILITIES
5555-415710	ROYAL WHOLESALE ELECTRIC - CO	79499	12/30/2019	12/30/2019	\$21.84	5240520	WRF - SUPPLIES	250 S 400 W ARENA - CONSES UTILITIES
6695-680323	ROYAL WHOLESALE ELECTRIC - CO	79442	12/16/2019	12/16/2019	\$2,224.80	5740510	SOCCER PARK	250 S 400 W ARENA - CONSES UTILITIES
6695-680373	ROYAL WHOLESALE ELECTRIC - CO	79442	12/16/2019	12/16/2019	\$350.00	5740510	SOCCER PARK	250 S 400 W ARENA - CONSES UTILITIES
6695-680592	ROYAL WHOLESALE ELECTRIC - CO	79442	12/16/2019	12/16/2019	(\$1,620.00)	5740510	SOCCER PARK	250 W 800 N RESTROOMS UTILITIES
	Vendor Total:				\$976.64			1200 S 100 W - GENERAL SER UTILITIES
PR122119-266	SANTAQUIN CITY UTILITIES	79467	12/26/2019	12/26/2019	\$890.00	1022350	UTILITIES PAYABLE	1200 S 100 W - RECREATION UTILITIES
Refund: 6015600	SIERRA HOMES		1/3/2020	1/3/2020	\$37.70	5113110	ACCOUNTS RECEIVABLE	910 E 70 N EAST SIDE WELL UTILITIES
18494	SKM INC	79444	12/19/2019	12/19/2019	\$406.25	5240310	PROFESSIONAL & TECHNICA	1005 S CENTER - CHLOR UTILITIES
1912-110916	SPANISH FORK BUILDERS SUPPLY	79445	12/16/2019	12/16/2019	\$346.96	1070300	BUILDINGS & GROUNDS MAI	3 SUMMIT RIDGE PARKWAY - UTILITIES
1022020	STAPLES ADVANTAGE DEPT LA	79500	1/2/2020	1/2/2020	\$26.95	1043240	SUPPLIES	190 E 400 S CULINARY WELL UTILITIES
3432944513	STAPLES ADVANTAGE DEPT LA	79447	12/17/2019	12/17/2019	\$186.92	1043240	SUPPLIES	910 E 70 N EAST SIDE WELL UTILITIES
3433462566	STAPLES ADVANTAGE DEPT LA	79500	12/27/2019	12/27/2019	\$19.32	1043240	SUPPLIES	3 SUMMIT RIDGE PARKWAY - UTILITIES
								509 FIRESTONE DR UTILITIES - STREET LIGHTS
								EQUIPMENT MAINTENANCE SHEAVE/FREIGHT
								EQUIPMENT MAINTENANCE KENDA SUPER TURF/SHEAVE
								HERCULES H-901 TIRES
								WATER EQUIPMENT
								SOCCER PARK
								SOCCER PARK
								SOCCER PARK
								UTILITIES
								Cemetery
								Refund: 6015600 - SIERRA HO
								SANTAQUIN SEWER SCADA M
								SUPPLIES
								ADMIN OFFICE SUPPLIES
								ADMIN OFFICE SUPPLIES
								ADMIN OFFICE SUPPLIES

SANTAQUIN CITY CORPORATION

Invoice Register - 12/14/2019 to 1/3/2020 - All Invoices

1/3/2020

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
3433829937	STAPLES ADVANTAGE DEPT LA	79500	12/27/2019	12/27/2019	\$101.03 101.03 \$334.22	1043240	SUPPLIES	ADMIN OFFICE SUPPLIES
800506	STERLING CODIFIERS	79501	12/27/2019	12/27/2019	\$500.00 500.00	1043220	NOTICES,ORDINANCES,PUBL	2020 ANNUAL CHARGE - HOS
P83630	STOTZ EQUIPMENT CO, LLC - ARIZO	79448	12/19/2019	12/19/2019	\$233.57 233.57	1070250	EQUIPMENT MAINTENANCE	HYDRAULIC FILTER/OIL/FILTE
1484196	THATCHER COMPANY	79449	12/16/2019	12/16/2019	\$5,261.00 5,261.00	5140240	SUPPLIES	CHLORINE & CONTAINER DE
1484197	THATCHER COMPANY	79449	12/16/2019	12/16/2019	(\$2,800.00) -2,800.00	5140240	SUPPLIES	CONTAINER REFUND
1484198	THATCHER COMPANY	79449	12/16/2019	12/16/2019	\$5,750.08 5,750.08	5240510	WRF - CHEMICAL SUPPLIES	WRF CHEMICAL SUPPLIES
1484199	THATCHER COMPANY	79449	12/16/2019	12/16/2019	(\$240.00) -240.00 \$7,971.08	5240510	WRF - CHEMICAL SUPPLIES	WRF
051240232764	THE HARTFORD	9999	12/16/2019	12/16/2019	\$2,788.37 2,788.37	1022504	LIFE/ADD	Life, ADD, LTD, Sup insurance D
34353	TISCHNER FORD SALES, INC	79502	12/27/2019	12/27/2019	\$52.48 52.48	1054250	EQUIPMENT MAINTENANCE	FILTER/OIL/WINDSHIELD WIP
4454	TISCHNER FORD SALES, INC	79502	12/30/2019	12/30/2019	\$11.72 11.72 \$64.20	5140250	EQUIPMENT MAINTENANCE	CLAMP
PR122119-7076	UTAH COUNTY LODGE #31	79468	12/26/2019	12/26/2019	\$144.00 144.00	1022425	FOP DUES	FOP Dues (Ut County Lodge #3
1912061	UTAH RECREATION & PARKS ASSOC	79503	1/2/2020	1/2/2020	\$165.00 165.00	6140230	EDUCATION, TRAINING & TRA	URPA MEMBERSHIP DUES
8 - 2011B Sewer	UTAH STATE DIVISION OF FINANCE	79450	12/17/2019	12/17/2019	\$9,000.00 9,000.00	5640860	DEBT SERVICE - INTEREST	Interest - 2011B Sewer Revenue
9 - 2011A-1 Sew	UTAH STATE DIVISION OF FINANCE	79450	12/17/2019	12/17/2019	\$375,000.00 334,000.00 41,000.00 \$384,000.00	562535.2 5640860	2011A-1 Sewer Revenue Bond r DEBT SERVICE - INTEREST	Principal - 2011A-1 Sewer Reve Interest - 2011A-1 Sewer Reven
PR122119-382	UTAH STATE RETIREMENT	9999	12/26/2019	12/26/2019	\$25,467.96 3,496.41 661.50 19,067.22 933.77 549.07 29.75 730.24	1022300 1022300 1022300 1022300 1022300 1022300 1022300 1022325	RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT PAYABLE RETIREMENT LOAN PAYMEN	401K Roth IRA Retirement 401K - Tier 1 Parity 457 Post Retirement (After 7/2010) Retirement Loan Payment
PR122119-361	UTAH STATE TAX COMMISSION	9999	12/26/2019	12/26/2019	\$5,363.90 5,363.90	1022230	STATE WITHHOLDING PAYAB	State Income Tax
PR123119-361	UTAH STATE TAX COMMISSION	9999	12/26/2019	12/26/2019	\$40.00 40.00 \$5,403.90	1022230	STATE WITHHOLDING PAYAB	State Income Tax
A26314	UTAH VALLEY UNIVERSITY	79504	12/16/2019	12/16/2019	\$35.00 35.00	7657235	EMS - EDUCATION, TRAINING	RECERTIFICATION FOR ROGE

SANTAQUIN CITY CORPORATION

Invoice Register - 12/14/2019 to 1/3/2020 - All Invoices

1/3/2020

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
REIMBURSE-12	VOLK, SPENCER	79411	12/16/2019	12/16/2019	\$117.41	1054240	SUPPLIES	UNIFORMS
78765669	WAXIE'S SANITARY SUPPLY	79453	12/16/2019	12/16/2019	\$56.93	1070300	BUILDINGS & GROUNDS MAI	PARKS
20-DEC-2019	WISE, AARON P	79505	12/27/2019	12/27/2019	\$150.00	1042331	LEGAL	REVIEWED DISCOVERY VIDE
2 - 2018 PI Boost	ZIONS BANK - CORPORATE TRUST	Transfer	12/17/2019	12/17/2019	\$92,910.00	602512.2	2018 Booster Pump/Tank repaid	Principal - 2018 PI Booster Pum
					58,500.00	6040820	DEBT SERVICE - INTEREST	Interest - 2018 PI Booster Pump/
2 - 2018 WA Boo	ZIONS BANK - CORPORATE TRUST	Transfer	12/17/2019	12/17/2019	\$92,910.00	552512.2	2018 Booster Pump/Tank repaid	Principal - 2018 WA Booster Pu
					34,410.00	5540820	DEBT SERVICE - INTEREST	Interest - 2018 WA Booster Pum
2 - ADJ PI Boost	ZIONS BANK - CORPORATE TRUST	Transfer	12/30/2019	12/30/2019	(\$10,695.67)	6040820	DEBT SERVICE - INTEREST	Adjustment to match Jan 2020 in
					-10,695.67			
2 - ADJ WA Boos	ZIONS BANK - CORPORATE TRUST	Transfer	12/30/2019	12/30/2019	(\$10,695.66)	5540820	DEBT SERVICE - INTEREST	Adjustment to match Jan 2020 in
					-10,695.66			
9 - 2015 LBA Lea	ZIONS BANK - CORPORATE TRUST	Transfer	12/17/2019	12/17/2019	\$44,848.35	824410.820	Debt service - interest	Interest - 2015 LBA Lease Reve
					44,848.35			
Vendor Total:					\$209,277.02			
CC-BRAD-KEAR	ZIONS BANK-SANTAQUIN	CC-NOV-2019	12/27/2019	12/27/2019	\$25.64	7657240	FIRE - SUPPLIES	CANDY FOR HALLOWEEN TR
					25.64			
CC-NOV2019-LY	ZIONS BANK-SANTAQUIN	CC-NOV-2019	12/16/2019	12/16/2019	\$305.60	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS, SUBSCRIPTIONS & M
					8.09	7240210	BOOKS, SUBSCRIPTIONS & M	KINDLE DIGITAL BOOK
					9.99	7240210	BOOKS, SUBSCRIPTIONS & M	KINDLE DIGITAL BOOK
					13.99	7240210	BOOKS, SUBSCRIPTIONS & M	BOOK
					6.39	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
					4.99	7240210	BOOKS, SUBSCRIPTIONS & M	KINDLE DIGITAL BOOK
					4.99	7240210	BOOKS, SUBSCRIPTIONS & M	KINDLE DIGITAL BOOK
					9.98	7240210	BOOKS, SUBSCRIPTIONS & M	KINDLE DIGITAL BOOK
					9.99	7240210	BOOKS, SUBSCRIPTIONS & M	KINDLE DIGITAL BOOK
					9.99	7240210	BOOKS, SUBSCRIPTIONS & M	KINDLE DIGITAL BOOK
					9.98	7240210	BOOKS, SUBSCRIPTIONS & M	KINDLE DIGITAL BOOK
					9.99	7240210	BOOKS, SUBSCRIPTIONS & M	KINDLE DIGITAL BOOK
					4.99	7240210	BOOKS, SUBSCRIPTIONS & M	KINDLE DIGITAL BOOK
					9.99	7240210	BOOKS, SUBSCRIPTIONS & M	KINDLE DIGITAL BOOK
					7.99	7240210	BOOKS, SUBSCRIPTIONS & M	KINDLE DIGITAL BOOK
					14.99	7240210	BOOKS, SUBSCRIPTIONS & M	KINDLE DIGITAL BOOK
					7.78	7240240	SUPPLIES	CHRISTMAS DECORATIONS
					29.00	7240240	SUPPLIES	CHRISTMAS DECORATIONS
					115.50	7240240	SUPPLIES	INTERNET SECURITY LICENS
					16.99	7240240	SUPPLIES	CHRISTMAS DECORATIONS
Vendor Total:					\$331.24			
Total:					\$1,334,367.49			
					GL Account Summary			
					FICA PAYABLE			
					FEDERAL WITHHOLDING PAY			
					STATE WITHHOLDING PAYAB			
					RETIREMENT PAYABLE			
					RETIREMENT LOAN PAYMEN			
					UTILITIES PAYABLE			
					GARNISHMENTS			
					FOP DUES			

SANTAQUIN CITY CORPORATION

Invoice Register - 12/14/2019 to 1/3/2020 - All Invoices

1/3/2020

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
					77,316.44	1022450-155	(BOND - CONSTRUCTION) HI	
					235.50	1022450-203	(INSP) SECRET GARDEN EST	
					163,051.82	1022450-215	(BOND) [G-1] ORCHARDS	
					114,400.00	1022468	(RESV) [CLUBHSE] APPLE HA	
					345.44	1022502	FSA	
					6,619.50	1022503	HSA	
					2,788.37	1022504	LIFE/ADD	
					565.00	1042310	PROFESSIONAL & TECHNICA	
					150.00	1042331	LEGAL	
					500.00	1043220	NOTICES,ORDINANCES,PUBL	
					334.22	1043240	SUPPLIES	
					49.75	1043310	PROFESSIONAL & TECHNICA	
					28.64	1043501	BANK AND SERVICE CHARGE	
					5,702.95	1048230	EDUCATION, TRAINING, TRAV	
					16.99	1048260	FUEL	
					380.30	1048310	PROFESSIONAL & TECHNICA	
					2,554.72	1051270	UTILITIES	
					260.60	1051280	TELEPHONE	
					1,512.00	1051300	BUILDINGS & GROUND MAIN	
					2,498.97	1054240	SUPPLIES	
					281.48	1054250	EQUIPMENT MAINTENANCE	
					215.00	1054311	PROFESSIONAL & TECHNICA	
					16,666.35	1054340	CENTRAL DISPATCH FEES	
					5,552.49	1060240	SUPPLIES	
					184.34	1060250	EQUIPMENT MAINTENANCE	
					231.55	1060270	UTILITIES - STREET LIGHTS	
					620.09	1070250	EQUIPMENT MAINTENANCE	
					7,282.62	1070270	UTILITIES	
					730.83	1070300	BUILDINGS & GROUNDS MAI	
					914.62	1077250	EQUIPMENT MAINTENANCE	
					4.00	1078220	NOTICE, ORDINANCES & PUB	
					476,340.09		Total	
					11,388.09	4140816	NRCS - DEBRIS BASIN STUDY	
					215,182.09	4540300	SUMMIT RIDGE PARKWAY EX	
					663.79	5113110	ACCOUNTS RECEIVABLE	
					5,749.65	5140240	SUPPLIES	
					76.13	5140250	EQUIPMENT MAINTENANCE	
					2,334.92	5140273	UTILITIES	
					20.00	5140310	PROFESSIONAL & TECHNICA	
					8,844.49		Total	
					226.55	5240250	EQUIPMENT MAINTENANCE	
					491.44	5240270	UTILITIES	
					486.25	5240310	PROFESSIONAL & TECHNICA	
					9,868.41	5240500	WRF - UTILITIES	
					5,510.08	5240510	WRF - CHEMICAL SUPPLIES	
					184.16	5240520	WRF - SUPPLIES	
					195.94	5240550	WRF - EQUIPMENT MAINTEN	
					16,962.83		Total	
					669.66	5440250	EQUIPMENT MAINTENANCE	
					1,917.05	5440273	UTILITIES	
					2,586.71		Total	
					58,500.00	552512.2	2018 Booster Pump/Tank repaid	

SANTAQUIN CITY CORPORATION
Invoice Register - 12/14/2019 to 1/3/2020 - All Invoices

1/3/2020

<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>
					23,714.34	5540820	DEBT SERVICE - INTEREST	
					82,214.34		Total	
					334,000.00	562535.2	2011A-1 Sewer Revenue Bond r	
					50,000.00	5640860	DEBT SERVICE - INTEREST	
					384,000.00		Total	
					954.80	5740510	SOCCER PARK	
					58,500.00	602512.2	2018 Booster Pump/Tank repaid	
					23,714.33	6040820	DEBT SERVICE - INTEREST	
					82,214.33		Total	
					789.50	6140230	EDUCATION, TRAINING & TRA	
					440.00	6140250	EQUIPMENT MAINTENANCE	
					1,229.50		Total	
					693.02	7240210	BOOKS, SUBSCRIPTIONS & M	
					169.27	7240240	SUPPLIES	
					862.29		Total	
					268.84	7540480	FOOD	
					1,573.33	7657211	EMS BILLING SERVICES EXP	
					35.00	7657235	EMS - EDUCATION, TRAINING	
					249.64	7657240	FIRE - SUPPLIES	
					643.71	7657242	EMS - SUPPLIES	
					127.06	7657244	UNIFORMS	
					3,842.00	7657250	EQUIPMENT MAINTENANCE	
					6,470.74		Total	
					44,848.35	824410.820	Debt service - interest	
					\$1,334,367.49		GL Account Summary Total	



MEMORANDUM

To: Santaquin City Mayor & Council
From: Benjamin A. Reeves, Santaquin City Manager
Date: January 7, 2020
Subject: 6.c. Certified Parks and Recreation Professional Designation Award –
John Bradley, Santaquin City Leisure Services Director

Mayor & Council,

Leisure Services Director, John Bradley, was awarded the Certified Parks and Recreation Professional Designation Award by the National Recreation and Parks Association.

The Certified Park and Recreation Professional (CPRP) certification is the national standard for all parks and recreation professionals who want to be at the forefront of their profession. Attaining the CPRP designation shows that you have met education and experience qualifications, and illustrates your commitment to the profession as well as your knowledge and understanding of key concepts within parks and recreation. For more information on the award, please go to: <https://www.nrpa.org/certification/CPRP/>

CPRA Eligibility is based upon a combination of education, years of experience in the profession, testing, and service.

Please join me in recognizing John for this tremendous achievement which has been many years in the making.

Thank You!



MEMORANDUM

To: Santaquin City Mayor & Council
From: Benjamin A. Reeves, Santaquin City Manager
Date: January 7, 2020
Subject: 6.d. GFOA Distinguished Budget Award – Benjamin Reeves

Mayor & Council,

I am somewhat reluctant to bring this before you, as I would prefer to have this personal recognition fly under the radar. However, with the somewhat negative discussion regarding the state of Santaquin City's financial position being a topic during the 2019 Election, I felt it would be of benefit of the community to receive this award publicly.

Santaquin City has been awarded the Distinguished Budget Award from the Government Financial Officers Association (GFOA) for the fourth year in a row and this year's review experienced its highest level of evaluative scoring.

GFOA established the Distinguished Budget Presentation Awards Program (Budget Awards Program) in 1984 to encourage and assist state and local governments to prepare budget documents of the very highest quality that reflect both the guidelines established by the National Advisory Council on State and Local Budgeting and the GFOA's best practices on budgeting and then to recognize individual governments that succeed in achieving that goal.

Documents submitted to the Budget Awards Program are reviewed by selected members of the GFOA professional staff and by outside reviewers with experience in public-sector budgeting.

This award is significant designation of the strength of our overall community, and coupled with an exceptional audit provided last month, illustrates that Santaquin City is in a very strong and healthy financial position. (e.g. strong financial reserves, early retirement of debt, exceptional work force, strong management, and transparent and easily understood budgets, financial statements, and audits).

It is an honor to receive this award personally and collectively as a community. Furthermore, it is my great honor and to lead such a wonderful team of exceptional professionals.



MEMORANDUM

To: Santaquin City Mayor & Council
From: Benjamin A. Reeves, Santaquin City Manager
Date: January 7, 2020
Subject: 9.a.l. Orchard Vistas Development Agreement

Mayor & Council,

Pursuant to your direction, and in working in good faith to complete the terms of the incentive agreement offered to Mr. Mark Ridley, the city staff has been working to finalize the attached development agreement for your consideration.

For any questions regarding this development agreement, please contact Community Development Director Jason Bond.

Your consideration and possible approval of this development agreement is the final City Council Action related to the grocery store development.

Recommended Motion:

Motion to Approve Resolution 01-01-2020 "A Resolution Approving a Development Agreement with Johnston Developments, LLC and RG Development, LC, Both Utah Limited Liability Companies, Regarding the Orchard Vistas Development."



RESOLUTION 01-01-2020

**A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT
WITH JOHNSTON DEVELOPMENTS, LLC AND RG
DEVELOPMENT, LC, BOTH UTAH LIMITED LIABILITY
COMPANIES ("JD/RG"), REGARDING THE
ORCHARD VISTAS DEVELOPMENT**

BE IT HEREBY RESOLVED:

SECTION 1: The attached document represents a Development Agreement with Johnston Developments, LLC and RG Development, LC, both Utah limited liability companies ("JD/RG"), regarding the orchard vistas development

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 7th day of January 2020.

Kirk F. Hunsaker, Mayor

K. Aaron Shirley, City Recorder

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

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

Parcel No. 32-003-0115

AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of December, 2019 (the “**Effective Date**”), by and between the City of Santaquin, Utah, a municipality and political subdivision of the State of Utah, hereinafter (“**City**”) and JOHNSTON DEVELOPMENTS, LLC and RG DEVELOPMENT, LC, both Utah limited liability companies (“**JD/RG**”). City and **JD/RG** may be hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS:

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

B. **WHEREAS**, **JD/RG** owns approximately 5.09 acres of property located between 400 East and 600 East, and 200 North and 100 North in Santaquin City, which property is more particularly identified in Exhibit A hereto; and

C. **WHEREAS**, on November 19, 2019, the Property was conditionally approved to be rezoned from Commercial, C-1 (Santaquin City Code § 10-7F-1) to Main Street Residential (Santaquin City Code § 10-7M-11) (“**MSR zone**”) subject to the approval of a Development Agreement by the City Council no later than November 20, 2020; and

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

E. **WHEREAS**, the Parties now desire to enter into this Agreement to establish certain parameters of development of the Property, including phasing, amenities, property management (through an HOA Agreement), and other development objectives prior to development of the Property in accordance with the City’s General Plan and objectives.

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

1. DEFINITIONS

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

- 1.1. “**Applicable Law**” shall have the meaning set forth in Section 3.6 of this Agreement.
- 1.2. “**Approval Date**” shall mean the date the City Council approves this Agreement.
- 1.3. “**Changes in the Law**” shall have the meaning set forth in Section 3.7 of this Agreement.
- 1.4. “**CJM Agreement**” is an agreement by and between Santaquin City and CJM Limited Liability Partnership, an Idaho Company, dated effective on or about October 1, 2019 (See Utah County Document Recordation Number 101935:2019).
- 1.5. “**Development Phase**” means a portion of the Property for which a complete application for development is filed hereunder.
- 1.6. “**Development Standards**” means the Santaquin City Construction Standards and Specifications, and Santaquin City Code, as adopted by the City Council, including any amendments thereto, a copy of which is on file at the Community Development Department and may be reviewed during regular business hours.
- 1.7. “**Effective Date**” shall have the meaning set forth in the introductory paragraph preceding the Recitals.
- 1.8. “**Future Laws**” means the laws, ordinances, policies, standards, guidelines, directives, procedures and processing fee schedules of City which may be in effect in the future at any time when a complete application for a Development Phase is submitted and which may or may not apply to such application based upon the terms of this Agreement.
- 1.9. “**Phase**” means any portion of the Property for which a complete application is submitted for development of all or part of the 9 separate multi-family residential 12-plex buildings consisting of a total of 108 condominium units materially consistent with Exhibit B.
- 1.10. “**Property**” means all of the real property that is described in Exhibit A.
- 1.11. “**Amenities**” means Amenities for the development of the Property set forth in Exhibits B and C.
- 1.12. “**Sub-developer**” means an owner of a Phase within the Property which is not JD/RG, or an affiliate, successor, or assignee of JD/RG.
- 1.13. “**Term**” shall have the meaning set forth in 4.11 of this Agreement.

2. GENERAL RIGHTS AND RESPONSIBILITIES.

2.1. General Rights and Responsibilities of JD/RG.

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

2.1.2. Conditions of Approval and Impact Fees. With respect to the development of the Property, JD/RG accepts and agrees to comply with the impact, connection and building fees of the City currently in effect, or as amended for multi-family developments; the City agreeing and representing that any schedule of such fees will be applied uniformly within the City or service area of the City, as applicable. JD/RG acknowledges that the Property requires infrastructure supported by impact fees and finds the fees currently imposed to be a reasonable monetary expression of exactions for multi-family housing that would otherwise be required at this time.

2.1.3. Dedications to the City. The Parties do not anticipate any dedication of the Property to the City. All taxes due or accrued on the above described properties shall be paid by JD/RG. Dedication of any water rights or shares shall be dictated per Santaquin City water dedication requirements for multi-family housing.

2.1.4. Statement Regarding "Compelling, Countervailing Public Interests." The Parties acknowledge that they are familiar with the "compelling, countervailing public interest" test that is generally an exception to the doctrine of vested rights in the State of Utah.

2.1.4.1. The City acknowledges that as of the Effective Date, to the best of its knowledge, information and belief, the City is presently unaware of any material

facts under which a desire of the City to modify JD/RG's rights under this Agreement would be justified by a "compelling, countervailing public interest."

- 2.1.4.2. If, however, it should be determined that there did, in fact, exist, as of the Effective Date, material facts consistent with the exceptions to the vested rights doctrine as set forth in Western Land Equities, Inc. v. City of Logan, 617 P.2d 388 (Utah, 1988), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law, under which modification of the JD/RG's rights under this Agreement would be justified by a "compelling, countervailing public interest," JD/RG acknowledges that it neither has nor had any vested rights as to any matter arising from or affected by any material facts of which the City was not or could not have been aware as of the Effective Date.
- 2.1.5. **Construction Mitigation.** JD/RG shall provide the following measures, all to the reasonable satisfaction of the City's Engineer, to mitigate the impact of construction within its Phase. JD/RG shall also adhere to the usual construction impact mitigation measures required by the City. Additional reasonable site-specific mitigation measures may be required. The following measures shall be included in each application for development of any Development Phase:
 - 2.1.5.1. Protection of existing infrastructure improvements from abuse or damage while new infrastructure improvements are being constructed.
 - 2.1.5.2. Mitigation for dust control to protect adjacent properties including orchards.
- 2.1.6. **Construction of Improvements.** JD/RG submitted a Site Plan to the City describing its plan for development of the Property (the "**Site Plan**") Exhibit B, on November 19, 2019. Final engineering and architectural plans will be submitted to the City and all required approvals for final plans will be properly reviewed and approved if proposed plans meet all requirements herein and all requirements of Development Standards. All utilities necessary for the development of the Property as per final engineering to be approved by the City, shall be constructed by JD/RG, in compliance with the Development Standards. Notwithstanding the foregoing, JD/RG shall also provide the City with complete plans and specifications for the construction of each roadway indicated within the Site Plan.
- 2.1.7. **Phasing/Timing of Construction of Amenities/Property Management.** The Property may be developed in phases with appropriate parking for each phase, phasing may occur one building at a time. All noted amenities listed in the attached Exhibits shall be included in any final plan approvals. The two pickleball courts and one tot lot shall be built before commencement of construction of the 37th residential unit. The clubhouse shall be built before construction of the 61st residential unit. In developing each phase, JD/RG shall ensure the logical development through each phase, all in conformance with the requirements of this Agreement and the Development Standards in effect when the complete application is filed. The maintenance of the amenities, common space, streets within the Site Plan, procedures for dealing with emergencies, insurance, and other property management issues shall

be set forth in CCR's, HOA, or other management protocols that may be submitted by JD/RG and required by Santaquin City Code § 10-7M-11(K).

- 2.1.7.1. A proportional (per unit) amount of cash bonding for all amenities, including the clubhouse, shall be paid to the City with each building permit or phase and deposited into a non-interest bearing account to be held by the City until said amenities are completed per approved plans. Upon completion of each amenity per approved plans, partial release of this cash bonding may be released upon written request as provided in the Santaquin City Code.
- 2.1.7.2. Each individual phase must stand independent of any future onsite or Right-of-Way improvements, including but not limited to; parking, public and or private access, emergency ingress and egress, staging for future phases, etc.
- 2.1.8. **Compliance with City Requirements and Standards and City Code.** JD/RG expressly acknowledges that nothing in this Agreement shall be deemed to relieve JD/RG from its obligations to comply with all applicable requirements of the City necessary for approval and payment of all applicable fees for a Phase in effect at the time of development approval, including the payment of unpaid fees, the approval of plats and site plans, the approval of building permits and construction permits, and compliance with all applicable building, electrical, mechanical, plumbing, and fire codes, and other City ordinances relating to the placement and construction of the proposed structure, that are in effect at the time the person files with the City a complete application.

2.2. General Rights and Responsibilities of the City.

- 2.2.1. **Reserved Legislative Powers.** This Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development. The City acknowledges, however, that any exercise of its legislative or police powers which alters or modifies this Agreement to JD/RG's detriment may render the City liable to such remedies as may be available to JD/RG under such circumstances.
- 2.2.2. **Construction of Improvements on City Property.** All infrastructure improvements for the development of the Property shall be constructed by and except as otherwise specifically described herein shall be the sole responsibility of RG/JD. Utility access in City streets shall comply with Design Standards.
- 2.2.3. **City Streets and Rights-Of-Way.** The Parties acknowledge and agree that a portion of the required improvements connecting 200 North to Orchard Lane and connecting 500 East to 200 North will be or have been constructed under the CJM Agreement. All remaining construction of improvements to 500 East and 200 North within and along the frontage of JD/RG property along 500 East and 200 North are the responsibility of JD/RG, with the exception of any improvements to be constructed under the CJM Agreement. It is understood that only those portions of

improvements along 200 North as currently constructed have been constructed pursuant to the CJM Agreement.

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

3. GENERAL PROVISIONS

- 3.1. **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Property to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Property.
- 3.2. **Transfer of Property.** JD/RG shall have the right to assign or transfer all or any portion of its rights and obligations under this Agreement, only upon written approval of the City, which approval shall not unreasonably be withheld. JD/RG shall provide written notice to the City of any completed assignment or transfer. In the event of an assignment, the transferee shall succeed to all of JD/RG's rights and obligations under this Agreement.
- 3.3. **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that: (i) development of the Property is a private development; (ii) City and JD/RG hereby renounce the existence of any form of agency relationship, joint venture or partnership among City and JD/RG, or any of JD/RG's successors in interest and assigns; and (iii) nothing contained herein shall be construed as creating any such relationship among City and JD/RG.
- 3.4. **Consent.** In the event this Agreement provides for consent from the City, or JD/RG, such consent shall be deemed to be given thirty (30) days after consent is requested in writing in the event no response to the request is received within that period. All requests for consent shall be made in writing, and in no event shall consent be unreasonably withheld or delayed. City will use reasonable efforts to process any application for a Development Phase promptly.
- 3.5. **Legal Challenges.** In the event that any person challenges this Agreement or the Development contemplated herein, upon request by JD/RG, or with notice to JD/RG and JD/RG's consent or acquiescence, the City may undertake to defend this Agreement or the Development. In such a case where JD/RG formally consents in writing, JD/RG agrees that it shall be liable for all legal fees, including attorneys' fees, expenses, and/or court

costs incurred by the City upon presentation to JD/RG of an itemized list of costs, expenses, and fees.

- 3.6. **Applicable Law.** Unless otherwise provided herein, the rules, regulations, official policies, standards and specifications applicable to the development of the Property (the “**Applicable Law**”) shall be those rules, regulations, official policies, standards and specifications, including City ordinances and resolutions, in force and effect on the date of submission of a complete application for development.
- 3.7. **State and Federal Law.** Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations (“**Changes in the Law**”) applicable to the Property. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary, to comply with the Changes in the Law.

4. MISCELLANEOUS

- 4.1. **Incorporation of Recitals, Introductory Paragraphs, and Exhibits.** The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.
- 4.2. **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive.
- 4.3. **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
- 4.4. **Construction.** This Agreement has been reviewed and revised by legal counsel for JD/RG and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.
- 4.5. **Further Assurances, Documents, and Acts.** Each of the Parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents, and to take all further actions reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.
- 4.6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by JD/RG to any other party, individual or entity without assigning the rights as well as the obligations under this Agreement. The rights of the City under this Agreement shall not be assigned.

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

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

4.7.2. **Default Litigation.** If any Party hereto is required to engage the services of counsel by reason of the default of another party, the substantially prevailing Party shall be entitled to receive its costs and reasonable attorney fees. Said costs and attorney fees shall include, without limitation, costs and attorney fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

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

JD/RG:	RG Development, LC
	569 South 700 West
	Mapleton, UT 84664

Johnston Developments, LLC
251 West 1600 South
Springville, UT 84663

With a copy to: MacArthur, Hedler & Metler
Attention: Paul MacArthur
4844 North 300 West, Ste 300
Provo, Utah 84604

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

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

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

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

4.10. **Counterparts and Exhibits.** This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of twelve (XX) pages, including notary acknowledgment forms, and an additional three (3) 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 and Engineering Concept Plan
Exhibit B	Site Plan, including amenities Concept B layouts Elevations and Rendering of Building
Exhibit C	Clubhouse Conceptual Design

4.11. **Duration.** This Agreement shall continue in force and effect until the earlier of December 31, 2035, or such time as all obligations hereunder have been satisfied (the “Term”).

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

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

4.12.2. **Bodily Injury and Property Damage Insurance.** JD/RG agrees to and shall indemnify and hold the City and its elected and appointed boards, officers, agents, employees, and consultants harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys’ fees and court costs) arising from or as a result of the death of any person, or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person, directly or indirectly caused by any acts done thereon or any errors or omissions of JD/RG or its agents, servants, employees, or contractors, except for willful misconduct or negligent acts or omissions of the City or its elected and appointed boards, officers, agents, employees, and consultants.

Prior to any construction on the Property, JD/RG shall furnish or cause to be furnished to the City duplicate originals or appropriate certificates of insurance as might be required by Applicable Law within the MSR Zone.

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

- 4.14. **Amendment.** Unless otherwise stated in this Agreement, the Parties may amend this Agreement by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having an interest only in any specific lot(s), unit(s) or other portion of the Property.
- 4.15. **Recordation of Development Agreement.** No later than ten (10) days after the City enters into this Agreement, the City shall cause to be recorded an executed copy of this Agreement in the official records of the County of Utah.
- 4.16. **Sub-developer Agreements.** The Parties hereto, or some of them, may enter into separate agreements with Sub-developers or others obtaining rights from JD/RG, provided however that nothing in any separate agreement may conflict with the entitlements and benefits obtained by JD/RG in this Agreement without the express written consent of JD/RG.
- 4.17. **Exclusion from Moratoria.** The Property shall be excluded from any moratorium adopted pursuant to Utah Code § 10-9a-504 unless such a moratorium is found on the record by the Santaquin, Utah City Council to be necessary to avoid a compelling, countervailing public interest.

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

Johnston Developments, LLC (JD)

Ryan Johnston, Authorized Representative

RG Development, LC (RG)

Jonathan Reid, Authorized Representative

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On this ____ day of December, 2019, personally appeared before me Ryan Johnston, who after being duly sworn, stated that he is a Member of Johnston Developments, LLC; that he is authorized by the same to execute, and that he did execute, the foregoing Agreement.

Notary Public

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On this ____ day of December, 2019, personally appeared before me Jonathan Reid, who after being duly sworn, stated that he is a Member of RG Development, LC; that he is authorized by the same to execute, and that he did execute, the foregoing Agreement. _____

Notary Public

CITY OF SANTAQUIN

Kirk F. Hunsaker, Mayor

ATTEST: K. Aaron Shirley, City Recorder

EXHIBIT A

Legal Description and Engineering Concept Plan

LEGAL DESCRIPTION OF PROPERTY

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

Beginning at a point on the Future Easterly Line of 400 East Street located 1737.86 feet South 0°30'42" East along the Quarter Section Line; and 29.85 feet South 89°29'04" East from the North Quarter Corner of Section 1; and running thence along Future Street Right-of-Way Lines the following nine courses: North 0°30'56" East 53.50 feet; North 6°47'35" East 54.87 feet; North 0°30'56" East 139.43 feet to a point of curvature; Northeasterly along the arc of a 12.00 foot radius curve to the right a distance of 18.77 feet (Central Angle equals 89°37'17" and Long Chord bears North 45°19'35" East 16.91 feet) to a point of tangency; South 89°51'46" East 376.98 feet; South 89°46'13" East 432.01 feet to a point of curvature; Northeasterly along the arc of a 12.00 foot radius curve to the right a distance of 18.85 feet (Central Angle equals 90°0'0" and Long Chord bears South 44°46'13" East 16.97 feet) to a point of tangency; South 0°13'47" West 181.28 feet to a point of tangency; and Southeasterly along the arc of a 171.00 foot radius curve to the right a distance of 85.97 feet (Central Angle equals 28°48'16" and Long Chord bears South 14°37'55" West 85.07 feet) to the Northwesterly Line of Orchard Lane; thence South 47°49'42" 67.30 feet along said Northwesterly Line; thence North 42°10'40" West 27.48 feet to a point of curvature; thence Northwesterly along the arc of a 115.0 foot radius curve to the left a distance of 94.95 feet (Central Angle equals 47°18'24" and Long Chord bears North 65°49'52" West 92.28 feet) to a point of tangency; thence North 89°29'04" West 666.49 feet to the point of beginning.

Contains 222,007 sq. ft. or 5.097 acres.

CONCEPT B



PROJECT DATA INFORMATION

AMENITIES

- 1 Club House
- 55 x 35 Playground Area
- 2 Pickleball Courts
- 3 Bench Seating Areas
- 1 Fire Pit Area
- 2 20x20 Pavilions
- 2 Barbecue Grills

EXHIBIT B

Amenities other than clubhouse:

Playground area and equipment (1):

The 2000 square foot playground area will have a ground surface of a Playsafer or equivalent rubber mulch is an exceptional playground protection surface, as it provides unmatched shock absorbency, and greatly reduces the incidence of playground injuries. Unlike other loose fill surfaces, Playsafer rubber mulch nuggets require minimal maintenance, dry quickly after rain and will not decompose.

Two PlayBooster® play structures themed to look like barns and colored in their traditional red and white colors, featuring plenty of climbing, swinging, sliding and exploring adventures.

The PlayBooster® playground structure, the original post-and-clamp system, combines ground-level components with climbing events and overhead activities for kids ages 5 to 12.

Two sets of swings for toddler in child safe seats along with a set of wings for toddlers ages 5 to 12. Will include tractor playset.

Pavilions (2):

Two 20ft x 20ft construction pavilions, color and appearance to match the adjacent building. Pavilions features hip roofs, clear spans (no center post) for optimal space usage, and post spacings up to 30'. All frames, posts, structural members, ect. will be powder coated steel with optional 2x6 tongue and groove roof decking. They also feature non-bird nesting designs. Options include a variety of roof pitches, clerestories, and cupolas.

All pavillons will be equipped with barbecue stations with picnic style table and chair combos. BBQ station will be well outside the pavilion area so as to maximize the usable area under the pavilion.

Fire Pit:

The 36" x 36" fire pit will be an industrial grade natural gas fueled fire pit. Constructed of stone to match the buildings in color and appearance. Cost for the natural gas will be paid through the HOA.

Pickleball Courts (2)

Two pickleball courts of standard size 20ft x 44ft with 3 ft high nets to accommodate singles and doubles play. Made of customary materials and appropriately painted surface and lines.

EXHIBIT C

Clubhouse Design Features:

The 2000 square foot clubhouse will also match the color and concept of the surrounding buildings and structures. The clubhouse will have a basic open concept to accommodate various groups and or activities. It will be equipped with 2 restrooms, meal prep and serving area, sink, refrigerator, and storage closet to accommodate tables and chairs that can be set up and stored when not in use.



MEMORANDUM

To: Santaquin City Mayor & Council
From: Benjamin A. Reeves, Santaquin City Manager
Date: January 7, 2020
Subject: 9.b.I. Council Protocols

Mayor & Council,

There are two separate request coming from council members which would necessitate the changing of the Santaquin City Council Protocols (the procedures by which City Council Meetings are followed).

The first change is a request to move the “Staff Reports” before any “New Business” is conducted. By moving the staff reports earlier in the meeting, it is hoped that there will be more members of the public in attendance to hear the information provided therein.

The second change is a request to follow the example of other cities and begin holding work meetings prior to regular city council meetings. If approved, it is anticipated that regular council meetings would be pushed to have a start time of 7pm. Work sessions would be held from 5:30-6:30pm (dinner provided). Typically, holding work sessions improves the overall flow and time management of the regular meeting. Additionally, eating a meal together often fosters greater cohesiveness amongst council members and staff. However, this practice will necessitate the creation of a budget for these food expenditures in future years.

If approved, this change to the meeting protocols would take affect during your next regularly scheduled meeting on January 21, 2020.

Recommended Motion:

Motion to Approve Resolution 01-02-2020 “A Resolution Modifying the Santaquin City Council Protocols”

Santaquin City Resolution 01-02-2020

A RESOLUTION MODIFYING THE SANTAQUIN CITY COUNCIL PROTOCOLS

WHEREAS, the City of Santaquin has Santaquin City Council Protocols address the order, manner, and conduct of City Council Meetings and the authority of its members; and

WHEREAS, the City of Santaquin has determined that it desirable to review and update these protocols from time to time to comply with Federal, State and local laws and ordinances;

NOW, THEREFORE, BE IT RESOLVED, by the Santaquin City Council that the 2020 version of the Santaquin City Council Protocols shall be amended as shown on Attachment (A), which amendments shall be effective immediately.

Approved and adopted by the Santaquin City Council this 7th **day** of January, 2020.

Kirk F. Hunsaker, Mayor

Attest: _____
K. Arron Shirley, City Recorder



SANTAQUIN CITY COUNCIL PROTOCOLS

APPROVED January 7, 2020

SANTAQUIN CITY COUNCIL PROTOCOLS

A. Regular Meetings:

1. The City Council shall hold two (2) regular meetings, which shall be held on the first and third Tuesday of each month at City Hall, 275 West Main Street 2nd Floor, Santaquin, Utah.
2. The meetings held on the days specified in the foregoing subsection shall begin promptly at ~~sevensix~~ o'clock (~~7~~6:00) P.M.; provided, that:
 - a) If the meeting date is a legal holiday, then the meeting shall be held at the same time and place above described on the next following day which is not a legal holiday.
 - b) The City Council may, by resolution, provide for a different time and place for holding regular meetings of the City Council. (Ord. 141, 3-23-1977; amd. 1999 Code).

B. Work Sessions:

1. The City Council shall hold work meetings prior to regular meetings on the first and third Tuesday of each month at City Hall, 275 West Main Street (Room TBD), Santaquin, Utah.
2. The work meetings held on the days specified in the foregoing subsection shall begin at five-thirty (5:30) P.M. as provided above.

CB. Special Meetings and Emergency Meetings:

1. Special Meetings: If at any time the business of the City requires a special meeting of the City Council, such meeting may be ordered by the Mayor or any two (2) members of the City Council. The order shall be entered in the

minutes of the City Council meeting. The order shall provide at least twenty four (24) hours' notice of the special meeting and notice thereof shall be served by the City Recorder on each member who did not sign the order by delivering the notice personally or by leaving it at the member's usual place of abode. The personal appearance by a Council member at any specially called meeting constitutes a waiver of the notice required in this subsection.

2. Emergency Meetings: If at any time the business of the City requires an emergency meeting to consider matters of an emergency or urgent matter due to unforeseen circumstances, such meeting may be ordered by the Mayor or any two (2) members of the City Council. The order shall be entered in the minutes of the City Council meeting. The order shall provide notice of the emergency meeting in accordance with Utah Code Annotated section 52-4-202 and notice thereof shall be served by the City Recorder on each member who did not sign the order by delivering the notice personally or by leaving it at the member's usual place of abode. The personal appearance by a Council member at any specially called meeting constitutes a waiver of the notice required in this subsection.

~~DE~~. Open Meetings: Every meeting is open to the public unless closed pursuant to Utah Code Annotated sections 52-4-204 and 52-4-205.

~~ED~~. Quorum:

1. Defined: The number of members of the City Council necessary to constitute a quorum is three (3) or more, not including the Mayor.
2. Necessary: No action of the City Council shall be official or of any effect except when a quorum of the members are present. Fewer than a quorum may adjourn from time to time.

~~EE~~. Voting:

1. How Vote Is Taken: A roll call vote shall be taken and recorded for all ordinances, resolutions and any other action which would create a liability against the City and in any other case at the request of any member of the City Council by a "yes" or a "no" vote and shall be recorded. Every resolution or ordinance shall be in writing before the vote is taken.
2. Minimum Vote Required: Three yes votes are required to pass any item before the council with limited exceptions. The exceptions include a motion to go into closed session (executive session) which requires a 2/3 vote of the members present, and where specifically allowed by state law on matters that add to or diminish the mayors powers. The Mayor is also entitled to vote when there is a tie vote of the council. If the mayor and all five members of the council are present, a vote of 3-2 passes the motion. A vote of 2-2 with one abstention means the motion fails. If one member is absent and the vote is 2-2, the mayor is entitled to vote.
 - a. Any ordinance, resolution or motion of the City Council having fewer favorable votes than required herein shall be deemed defeated and

invalid, except a meeting may be adjourned to a specific time by a majority vote of the City Council even though such majority vote is less than that required herein.

- b. A majority of the members of the City Council, regardless of number, may fill any vacancy in the City Council.

3. Voting Procedure:

- a. **Motions** - Motions may be made by any member of the Council, except the Mayor, providing the item is noticed on the agenda. Any member of the Council may second the motion, other than the person offering the motion and the Mayor.
- b. **Procedure for Motion** - The following are general procedures for the making of a motion.
 - Before a motion can be considered or debated it must be seconded.
 - Council member wishing to make a motion, should state, " I move that..."
 - Council member wishing to second a motion should do so through a verbal request to the presiding officer.
 - Once the motion has been properly made and seconded, the presiding officer shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any Council member.
 - Once the matter has been fully discussed and the presiding officer calls for a vote, no further discussion will be allowed, provided, however, Council members may be allowed to explain their vote.
- c. **Motion Amendments** - When a motion is on the floor, and an amendment is offered, the moving party may accept the amendment and modify their motion prior to acting on the motion.
- d. **Abstention** - Council members present at a meeting may abstain from voting only in the event of an actual or potential conflict of interest in the matter that is the subject of the vote.
- e. **Tie Vote** - In the absence of the Mayor, a tie vote results in a lost motion. In such instance, any member of the Council may offer a motion for further action. If there is no action by an affirmative vote, the result is no action. If the matter involves an appeal, and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making person or body from which the appeal was taken. The Mayor shall not vote, except in the case of a tie vote of the City Council.
- f. **No Veto** - The Mayor shall have no power to veto any act of the City Council unless otherwise specifically authorized by statute. (1999 Code)

- g. **Executive Session** - Will comply with Utah State Code Annotated sections 52-4-204 and 52-4-205.

GF. Reconsideration: Any action taken by the City Council shall not be reconsidered or rescinded at any special meeting unless the number of members of the City Council present at the special meeting is equal to or greater than the number of members present at the meeting when the action was approved. (Utah State Code Annotated section 10-3-508).

HG. Quasi-Judicial Proceedings: Generally, a proceeding is quasi-judicial if it will determine the legal rights, duties, or privileges of specific parties in a hearing. Most land use requests are quasi-judicial and the governing body should therefore follow strict procedural guidelines. Quasi-judicial proceedings should include the following elements: Appearance of fairness for decision makers, Proper notice of hearing, a proper hearing process, a complete record, a decision based on the record that meets legal requirements.

IH. Parliamentary Procedure: The purpose of parliamentary rules is to facilitate action, in an orderly manner. It is recommended that the motions in the categories listed below, be used at appropriate times by the City Council.

Motions by Category & Precedence		Purpose of Motion	Interrupt Speaker	Needs Second	Amendable	Debatable	Can be Reconsidered	Required Vote
PRIVILEGED MOTIONS: Arise from questions of meetings, comfort, member's rights: require immediate attention								
1	To Adjourn	Close meeting	NO	YES	NO	NO	NO	Majority
2	To Recess	Interrupt mtg.	NO	YES	NO	YES	----	Majority
3	Point of Privilege	Assert rights	YES	NO	NO	NO	NO	Chair
INCIDENTAL MOTION: Relates to questions, which arise, from other motions or business. (No order of precedence within this group).								
4	Point of Order	Assert rights	YES	NO	NO	NO	NO	Chair
5	Appeal Decision of the Chair	Assert rights	YES	YES	NO	YES	YES	Majority
6	Withdrawal of a Motion	Prevent Action	NO	NO	NO	NO	YES	Majority
7	Suspend Rules	Do Just That	NO	YES	NO	NO	NO	Majority
8	Parliamentary Inquiry	Clarify Rules	YES	NO	NO	NO	NO	Chair
9	Point of Information	Ask Question	YES	NO	NO	NO	NO	Chair
SUBSIDIARY MOTION: Act upon motions in order to dispose of them; do not amend.								
10	Table	Delay Action	NO	YES	NO	NO	NO	Majority
11	Take a Vote	Do Just That	NO	YES	NO	NO	YES	Majority

12	Extend or Limit Debate	Do Just That	NO	YES	YES	NO	YES	Majority
13	Refer to Committee	Further Study	NO	YES	YES	YES	YES	Majority
14	Amend	Modify Motion	NO	YES	YES	YES	YES	Majority
PRINCIPLE MOTIONS: Directly concerned with a proposition, with an idea, or main motion. (No order of precedence within this group).								
15	Reconsider	Change Decision	YES	YES	YES	YES	NO	Majority
16	Rescind (Repeal)	Change Decision	NO	YES	NO	YES	YES	Majority
17	Take from the Table	Renew Decision	NO	YES	NO	NO	NO	Majority
18	MAIN MOTION	New Business	NO	YES	YES	YES	YES	Majority

J. Order Of Business

1. General Order of Business - The business of the Council at its meetings will generally be conducted in accordance with the following order of business unless otherwise specified. A closed meeting may be held at any time during a meeting consistent with applicable law.

- Roll Call
- Pledge of Allegiance
- Invocation/Inspirational Thought
- Consent Agenda
 - Minutes
 - Bills
 - Consent Action Items
- Public Forum, Bid Openings, Awards, and Appointments
- Formal Public Hearings
- Business Licenses
- Report of Officers, Staff, Boards, and Committees
-
- New Business and Adoption of Ordinances and Resolutions
- Convene of the Community Development Board
- Convene of the Santaquin Special Service District for Road Maintenance
- Convene of the Santaquin Local Building Authority
- Convene of the Santaquin Water District
- Petitions and Communications
- Report of Officers, Staff, Boards, and Committees
- Reports by Mayor and Council Members
- Executive Session

2. Consent Agenda - Those items on the Council agenda which are considered to be of a routine and non-controversial nature by the City Recorder are placed on the "Consent Agenda". These items shall be approved, adopted,

accepted, etc. by one motion of the Council. These items can include minutes, bills, agreements, etc.

Council members may request that any item listed under "Consent Agenda" be removed from the Consent Agenda, and Council will take action separately on this item. A member of the public may request that an item listed under "Consent Agenda" be removed and Council action taken separately on the item; however, the City Council must concur in such a request.

A Council member may ask questions on any item of the Consent Agenda as long as they will not involve extended discussion and still keep the item on the Consent Agenda. Council members are encouraged to seek clarification prior to the meeting, if possible.

No vote: When a Council Member wishes to pull an item, simply to register a dissenting vote, the Council Member shall inform the Presiding Officer that they wish to register a dissenting vote without discussion. These items will be handled along with the rest of the Consent Agenda, and the City Recorder will register a "no" vote in the minutes.

3. Public Forum - This is the portion of the City Council meeting in which members of the public may address the Council on items of city business, which are not listed on the agenda.
 - a. **Time Limit** - This portion of the meeting is limited to no more than thirty (30) minutes total for all speakers, with each speaker given no more than five (5) minutes each. If there are more than six (6) speakers, time will be adjusted accordingly to meet the thirty (30) minute requirement. If a non-agenda public forum item will exceed thirty (30) minutes, it should be re-scheduled as an agenda item on a future council meeting.
 - b. **Speaker Sign-in** - Persons wishing to speak under the Public Forum should sign in at the start of Council meeting.
 - c. **Presentations** - Presentations under Public Forum are limited to no more than five (5) minutes, without Council approval and are limited to items within the subject matter jurisdiction of the city.
 - d. **Written Comments** - Members of the public may submit, and are encouraged to submit, comments in writing to the City Council relating to any items of city business, whether on the Council agenda or not. Members of the public are encouraged to provide written comments in time for council review. Such written comments will be distributed to members of the Council and considered and acted upon, or not, as the City Council in its judgment may deem appropriate. If relevant, written comments will be added as an attachment to the official minutes.

- e. **Repetitious Comments** - A speaker shall not present the same or substantially same items or arguments to the Council repeatedly or be repetitious or dilatory in presenting their oral comments. If a matter has been presented orally before the Council, whether the Council has taken action, or determined to take no action, the same or substantially the same matter may not be presented orally by the same person any further. In order to expedite matters and to avoid repetitious presentations, the designation of a spokesperson is encouraged. With the consent of the presiding officer, the time allocation may be extended for a designated spokesperson or for the forum duration.
 - f. **Non-Exclusive Rules** - The rules set forth are not exclusive and do not limit the inherent power and general legal authority of the Council, or of its presiding officer, to govern the conduct of City Council meetings as may be considered appropriate from time to time or in particular circumstances for purposes of orderly and effective conduct of the affairs of the City.
4. **Special Announcements and Presentations** - All special presentations will be calendared and coordinated through the Recorder's office and be limited to a time period not to exceed 10 minutes at each Council meeting.
5. **Public Hearings** - The Council procedure for the conduct of public hearings is generally as follows:
- Introduction-by Mayor or presiding officer
 - Opening of public hearing
 - Initial presentation of facts-Usually presented by staff
 - Presentation by the applicant-The applicant or appellant then has the opportunity to present comments, testimony, or arguments.
 - Testimony by members of the public - Members of the public have the opportunity to present comments, testimony, or arguments.
 - Questions of staff
 - Rebuttal or concluding comments by the applicant-Burden of proof rests with the applicant and is therefore given an opportunity to provide closing comments
 - Closing of public hearing
 - Decision by decision maker-The Council deliberates and can then take action if on the agenda or may take it under advisement.
- a. **Timed Matters** - Matters noticed to be heard by the Council will commence at the time specified in the notice of hearing, or as soon thereafter, as is reasonably possible, and will continue until the matter has been completed.
- b. **Continuance of Hearings** - Any hearing being held or noticed to be held by the Council at any meeting of the Council may, by order or notice or continuance, be continued or re-continued to any subsequent meeting.

- c. **Speaker Sign-in** - Persons wishing to speak under the Public Forum should sign in at the start of Council meeting.
 - d. **Presentations** - Presentations under Public Forum are limited to no more than five (5) minutes, without Council approval and are limited to items within the subject matter jurisdiction of the city.
 - e. **Written Comments** - Members of the public may submit, and are encouraged to submit, comments in writing to the City Council relating to any items of city business, whether on the Council agenda or not. Members of the public are encouraged to provide written comments in time for council review. Such written comments will be distributed to members of the Council and considered and acted upon, or not, as the City Council in its judgment may deem appropriate.
 - f. **Repetitious Comments** - A speaker shall not present the same or substantially same items or arguments to the Council repeatedly or be repetitious or dilatory in presenting their oral comments. If a matter has been presented orally before the Council, whether the Council has taken action, or determined to take no action, the same or substantially the same matter may not be presented orally by the same person any further. In order to expedite matters and to avoid repetitious presentations, the designation of a spokesperson is encouraged. With the consent of the presiding officer, the time allocation may be extended for a designated spokesperson.
 - g. **Germane Comments** - No person will be permitted during the hearing to speak about matters or present evidence which is not germane to the matter being considered.
 - h. **Due Process** - The presiding officer shall conduct the meeting in such a manner as to afford due process.
 - i. **Meeting Atmosphere** - The hearing should be conducted with the utmost respect; such things as booing, hissing, cheering, harassing remarks or other obnoxious behavior should not be tolerated.
6. Reports of Officers, staff, boards and committees - Staff presentations should not exceed 10 minutes. Lengthy discussion and report items should be prepared in memo format and provided to the Council in the agenda packets.
7. Reports by Mayor and Council - Council members are encouraged to prepare lengthy discussion or reports in memo form and provide to other Council members.

8. Adjournment - All Council meetings will conclude by 10:30 p.m., unless a majority vote by the Council has allowed an extension.



MEMORANDUM

To: Santaquin City Mayor & Council
From: Benjamin A. Reeves, Santaquin City Manager
Date: January 7, 2020
Subject: 9.c. Council Meeting Times

Mayor & Council,

Each year, the Santaquin City Council must approve and publish a notice of its regular meeting schedule. Normally, this type of housekeeping item would fall under your Consent Action Items list. However, with the possible approval of agenda item 9.b. Council Protocols, a change to the meeting time and notice of work sessions would be needed. Hence, this agenda item is held pursuant to the outcome of your decision regarding item 9.b.

Recommended Motion:

Motion to Approve the Notification of the 2020 Council Meeting Schedule

NOTICE

Santaquin City Council

2020 Meeting Schedule

City Council Meetings and Work Session will be held on the 1st and 3rd Tuesdays in the Santaquin City Offices, 275 West Main Street.

The Work Sessions will begin at 5:30 pm and will be held in the Public Safety Training Room (Room TBD).

The Council Meetings will begin at 7:00 pm in the Court Chambers (2nd Floor Court Chambers).

Special Meetings being called as deemed necessary.

Published/noticed

Payson Chronicle the week of January 19, 2020

Zions Bank

City Center

Post Office



MEMORANDUM

To: Santaquin City Mayor & Council
From: Benjamin A. Reeves, Santaquin City Manager
Date: January 7, 2020
Subject: 9.d. Fire Department Mid-Year Report

Mayor & Council,

With the resignation of Fire Chief Stephen Olsen in 2019, the Santaquin City Council was faced with many questions:

- Should the Fire Chief's position be posted as Full-Time or Part-Time?
- Should the Fire Chief's position be posted as Internal, External or both?
- Should Santaquin City consider the formation of a Fire District with neighboring communities or remain an independent department?

It was felt at the time that more time was needed to study these issues. As such, the City Council elected to create an Interim Part-Time Fire Chief Position that would remain open through the FY2019-2020 Budget Year (ending June 30, 2020). Many candidates interviewed for the position. Battalion Chief Ryan Lind was selected and given the responsibility.

In addition, Santaquin City has partnered with Payson City to hire the Zions Bank Public Finance Department to conduct a feasibility study regarding the formation of a District.

We are now six months into this interim period. We also have two new elected leaders joining the council. As such, it seemed to be the appropriate time to invite Chief Lind to give a presentation to the council regarding the status of the department and these many issues. He will be giving a brief presentation followed by a question/answer period.

If you have any questions in advance that you would like him to cover, please send those questions directly to Chief Lind rlind@santaquin.org and please copy me in as well breeves@santaquin.org

Thank you!



MEMORANDUM

To: Santaquin City Mayor & Council
From: Benjamin A. Reeves, Santaquin City Manager
Date: January 7, 2020
Subject: 9.e. Annual Council Training

Mayor & Council,

Pursuant to State Code, each year public officials are required to attend training regarding the Utah Open Public Meetings Act, Governmental Records Access Management Act as well as the standard roles, responsibilities, and authorities of your position as elected leaders.

In addition, we are working to prepare for the 2020 Annual Budget Planning Session on Saturday, February 8th from 8am-4pm, which will be held in our basement training room. With this upcoming event, it is prudent to hold some preliminary discussions with our elected leaders to insure that the city staff is proceeding in accordance with your vision and direction.

As such, and at the Mayor's request, we are planning to hold these training sessions during the January and early February council meetings.

Please let me know if you have any questions or concerns or if there are any subjects that you would like to be addressed.

Thank you!