

NOTICE

Notice is hereby given that the City Council of the City of Santaquin will hold a City Council Meeting on Tuesday, April 21, 2020 in the Court Room, 275 W Main, upper level at 7:00 pm

All Santaquin City Public Meetings Will Be Held Online Only (Temporary order - while responding to Coronavirus public gathering restrictions):

- **YouTube Live** - All Santaquin City public meetings will be shown live on the **Santaquin City YouTube Channel**, which can be found at:

https://www.youtube.com/channel/UCTzZT_yW2H2Hd-58M2_ddSw

or by searching for Santaquin City Channel on YouTube.

- **Public Comment & Public Hearing Participation** – As with all City Council and Planning Commission Meetings, we will continue to invite the public to provide “Public Comment” (30-minute duration, maximum of 5-minutes per comment). We will also continue to hold Public Hearings, as needed and required on specific issues. We invite the public to provide comment in the following ways:
 - **By Email** – Comments will be accepted by email up to 5:00 P.M. on the date of the meeting. Comments will be read during the meeting and made part of the official record of the city. Comments should be submitted to PublicComment@Santaquin.org
 - **By Telephone** – For those who would like to have their own voice heard during the Public Comment or Public Hearing periods, please submit an email to PublicComment@Santaquin.org providing us your Telephone Number. When it is your turn to speak, a Santaquin City staff member will call you and put you on speakerphone so that you can personally share your comments within the meeting.

AGENDA

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION/INSPIRATIONAL THOUGHT**
4. **DECLARATION OF ANY CONFLICT OF INTEREST**
5. **CONSENT AGENDA**
 - a. Minutes:
 1. April 7, 2020 – City Council Meeting Minutes
 - b. Bills:
 1. \$257,378.94
 - c. Consent Action Items:
 1. Resolution 04-09-2020 – “A Resolution Approving the Second Amended Interlocal Agreement and Joint Cooperative Action of Central Utah 911” (*To add Pleasant Grove City to the District*)
 2. Resolution 04-10-2020 – “A Resolution Ratifying the Execution of the Second Amendment to the Annexation and Development Agreement for Summit Ridge Related to Open Space Requirements and Park Dedication, with Updated Terms from Resolution 04-07-2020, Previously Approved on April 7, 2020”
6. **PUBLIC FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS**
 - a.
7. **FORMAL PUBLIC HEARING** - None
8. **BUILDING PERMIT & BUSINESS LICENSE REPORT**
9. **NEW BUSINESS & ADOPTION OF ORDINANCES AND RESOLUTIONS**
 - a. Discussion and Possible Action Regarding Preliminary Approval of The Summit Ridge Townhomes Development (Approximately 1200 West Summit Ridge Drive)
 - b. Ordinance 04-04-2020, “An Ordinance Regarding a Possible Rezone of a Portion of the Mehlhoff Property from Interchange Commercial C-1 to R-10 PUD” (Approximately 35 Acres at 300 West 1000 South)
 - c. Discussion and Possible Action Regarding Proposed Landscape Improvements on the NE Corner of 400 East and Main Street (On City Owned Property)

- d. Discussion – Regarding Possible Requirements of Front and Side Landscaping for New Construction in Non-Planned Unit Development (PUD) Areas
- e. Discussion – Regarding Possible Terms of a Mining Ordinance

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

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BY: _____
K. Aaron Shirley, City Recorder



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

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

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

PLEDGE OF ALLEGIANCE

Led by Jason Bond.

INVOCATION/INSPIRATIONAL THOUGHT

Mayor Hunsaker offered an invocation.

CONSENT AGENDA

Minutes:

April 7, 2020 – City Council Meeting Minutes

Bills: \$257,378.94

Other:

1. Resolution 04-09-2020 – “A Resolution Approving the Second Amended Interlocal Agreement and Joint Cooperative Action of Central Utah 911” *(To add Pleasant Grove City to the District)*
2. Resolution 04-10-2020 – “A Resolution Ratifying the Execution of the Second Amendment to the Annexation and Development Agreement for Summit Ridge Related to Open Space Requirements and Park Dedication, with Updated Terms from Resolution 04-07-2020, Previously Approved on April 7, 2020”

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

Council Member Mecham seconded the motion.

Roll Call:

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

The motion passed 5-0

PUBLIC FORUM, AWARDS, & APPOINTMENTS

Public Forum

Name(s): Brendan Bowen

Comment:

Spoke about his concerns with the D.R. Horton project on 900 South where he lives and the seemingly constant flow of construction trucks which is bothersome to him and his family who are following quarantine protocols. He asked what the city can do to alleviate traffic on this road and instead begin construction of the connecting frontage road or persuade D.R. Horton to use the south exit instead? Mayor Hunsaker, Assistant City Manager Norm Beagley, and Community Services Director Jason Bond all explained that under the contract the city is in with D.R. Horton, there is no action the city can take until the 150th building permit is pulled for their development. The reason for this being that this was part of the conditions of placing the financial burden of the frontage road construction on the developer instead of the city. Brendan asked how far along D.R. Horton was in the building permit process and Beagley responded that they were roughly around 120 permits. Brendan asked if, despite the contractual constraints on starting the frontage road, whether the city could still ask D.R. Horton to use the south exit instead and Bond said they would continue to bring that up in future meetings as they have in the past.

Name(s): Brad Gunnell, Jessica Tolman, Arthur Adcock

Comment:

This public comment letter is to provide some insight into the thinking and reasons behind our votes as Planning Commissioners to forward a negative recommendation to City Council for the proposed Melhoff rezone on the City Council Agenda tonight. We don't pretend to speak for any other members of the Planning Commission, much less for the Planning Commission as a whole. As there are no official minutes from our last meeting available, and after some miscommunication between City Council and the Planning Commission in the course of the last rezoning matter, we thought it may be helpful if we set out our personal reasons in more detail for the City Council. This letter simply reflects each of our personal thoughts on the proposal and our individual reasons for voting against it. Importantly, we want it to be known that our decision was not based on any dissatisfaction with the product the proponent is considering for the parcel. While we were impressed by the product, in the end the decision was not as simple as asking 'do we want this type of development in Santaquin?' Instead, the question was whether this is the right place in Santaquin for this type of development, and whether it is worth trading a large portion of our remaining commercially-zoned in the city for this. In our opinion after reviewing the proposal, public comment, and the City's General Plan, this is not the right place and now is not the time to be trading what little commercially-zoned property we have left for more residential, especially in this location. In the event the City Council disagrees, we would propose that, given how far this development would deviate from current city staff vision, City zoning, and the General Plan, any rezone of this property should be done as part of a larger rezoning process and revision of at least the South Interchange Area portion of the City's General Plan, if not the entire General Plan. In more detail, our reasons include the following: This proposal would put 178 residential units, most of them high-density, immediately next to two working commercial operations—the Rowleys' orchards to the North, and Greenhalgh Construction's gravel pit to the West. The City also operates a gravel pit to the NW of the property. Both Rowley Farms and Greenhalgh Construction have written their opposition to this rezone as placing residential, especially high-density, next to their operations would potentially disrupt their operations, increase complaints, and invite trespassing. Neither had previously had any thought that there may be residential development nearby given the General Plan and especially in light of recent

discussions with City staff about working together for an agritourism hub in the area with no discussion of residential development, much less high-density development. Currently, the Santaquin City Code requires that “In order to grant an approval for the rezoning of property, the ... city council must find that: 1. The rezoning conforms to the intent of the Santaquin City general plan and annexation policy plan; 2. The rezoning will not adversely affect surrounding properties; and 3. The rezoning will not cause property, structures, or uses of the property to unnecessarily become nonconforming according to this title.”

While the similar provisions related to the Planning Commission go too far, and while there is concern that this may overly restrict the City Council, these are items that should be considered any time a rezoning request is heard. Our residents buy property, build homes, start and grow businesses based in part on the City zoning map and General Plan. The General Plan and zoning map are a City’s representation to residents of what they can expect to happen around them in the future, and residents build their personal visions for the future in part around those representations. This is evident by the opposition to this project from the only two neighbors actively using the property—this was never in their expectations as they built their businesses. Regardless of whether City Council can rezone this property without making those three findings, those three issues should be discussed as part of the decision-making process.

These considerations seem to be part and parcel of rezoning in other Utah County cities. Provo City provides that, when a zoning amendment is proposed, “the Planning Commission shall determine whether such amendment is in the interest of the public, and is consistent with the goals and policies of the Provo City General Plan” (Provo City Code 14.02.020(2)). The guidelines to be used by the Provo Planning Commission include (among other things) whether the public purpose is best served by the amendment, compatibility with the General Plan, and adverse impacts on adjacent landowners (Id.). Lehi City requires the City Staff to compile a report for the Planning Commission and City Council on “whether the proposed amendment is consistent with the Elements of the General Plan, the effect of the proposed amendment on the existing goals, objectives and policies of the General Plan, and listing any revisions to this Code that would be needed to implement the proposed amendment” (Lehi City Code 04.020.A).

And then Payson City goes so far as to require the applicant itself for the rezone to demonstrate “how the proposed amendment would further the purpose and intent of the Zoning Ordinance, and how the proposed amendment is consistent with the Payson City General Plan” as part of their application for a rezone (Payson City Code 19.2.8). Every city whose rezoning provisions we reviewed provide for some level of deference to the General Plan and/or neighbors. Why? Because our residents rely on zoning, so amendments should not be made lightly that disrupt that vision and reliance.

Here, this proposal not only is unanimously opposed by the affected adjacent neighbors, but it also conflicts with Santaquin City’s current General Plan. The General Plan, in part, provides that:

- Existing agricultural and animal rights should be given higher priority and protections when adjacent to new development (General Plan, Ch. 2, p. 8);
- The relationship of planned land uses should reflect consideration of existing development, agricultural preservation, environmental conditions, service and transportation needs, and fiscal impacts (General Plan, Ch. 2 p. 4);

- Lot design and house placement should minimize conflict with ongoing agricultural operations and natural areas (General Plan, Ch. 2, p. 15);
- Transitions between different land uses and intensities should be made gradually with compatible uses, particularly where natural or man-made buffers are not available (General Plan, Ch. 2 p. 5);
- Growth should be directed to locations contiguous to existing development or on “in-fill” properties to provide city services and transportation in a costeffective and efficient manner (General Plan, Ch 2. P. 5);
- Density increases should be considered only upon demonstration of adequate infrastructure, resource availability, amenities and benefit to the community and residents of the project (General Plan, Ch 2., p. 5);
- Agricultural preservation is a significant land use which will preserve the character of Santaquin. Agricultural uses must be protected from encroachment from new development and recognized as the preferred land use. Mitigation of noise, dust or other annoyances to developed area by the operation of agribusiness will not result in a forced reduction of agribusiness. New adjacent development must recognize that agribusiness will continue to operate in Santaquin (General Plan, Ch. 2, p. 5);
- Discourage “leap-frog” development through urban growth boundaries and by not extending city services to new areas until existing areas are substantially developed (General Plan, Ch. 2, p. 8); and
- Goal: To preserve productive agricultural lands for continued agricultural use, protect farm operations from conflict with incompatible uses and maintain a strong agricultural economy (General Plan, Ch. 2, p. 15).

It is exceedingly difficult to reconcile this proposed residential development in this location once the adverse impact on neighbors and its conflict with the General Plan are considered. What weight are we willing to give to the General Plan and the effect on the adjacent property owners and their businesses? While this may be an attractive project. This is not the location for it.

Furthermore, based upon a review of recent City Council meeting minutes City staff continues to actively move forward its Project 242 agri-tourism vision for this area and is, among other things, (i) talking with landowners, orchards, and agricultural concerns in the area to generate support for the vision, (ii) negotiating to move the Utah/Juab County line to facilitate the Project, and (iii) discussing location options with Utah State University as part of the Project. A quick look at the present city zoning map shows that this rezone would take a chunk out of the heart of this vision.

Not only that, but it continues to reduce the amount of available commercial property in the city overall. With the coming ~400 high density units East of the new soccer fields, this commercial property is finally poised for development in the near future as those units come online. Since the Planning Commission meeting, Brad Gunnell has been contacted by local business owners who indicated that they would be willing to buy and develop that property for commercial use if it were available. There is potential for commercial use of the whole property, and given its location by two gravel pits and a working orchard, we believe that this property continues to serve the public interest in Santaquin as C-1 commercial property. We thank you for your time and consideration of our thoughts on this matter.

Name: Chelsea Rowley

Comment:

I have concerns about the rezone on the agenda tonight. I applaud Mr. Melhoffs planning, he truly considered some thoughtful designs, one of the classiest we've seen, but we do not need a single more town home approved only a stone throw distance from 400 plus already approved for this area.

I understand that commercial behind other stores is not as appealing, but not every business needs foot traffic. Commercial areas can also be used for USU extension classrooms, business offices, farm to table experiences, vets, or a million other options. Please don't be short sighted in what this area can become. We had a great conference last year on the vision of Harvest View at 242 and I still think such an experience is achievable in time.

When this land was purchased they knew it was commercial and we shouldn't make exceptions for residential when we have so many vacant homes in town right now. Our commercial areas are so limited already we need to preserve it for future economic growth so we can afford to build the office spaces our growing city so desperately needs. Please vote no to the rezone, respectfully yours, Chelsea Rowley

Name: Jace Rowley – Rowley's South Ridge Farms

Comment:

Santaquin City Council:

Rowley's South Ridge Farms opposes the presented zoning change from commercial zoning to R-10 zoning for the proposed Georgetown development on the Mehlhoff property. Our property is located adjacent-north to the considered Mehlhoff property.

We are opposing the zoning change for the following reasons:

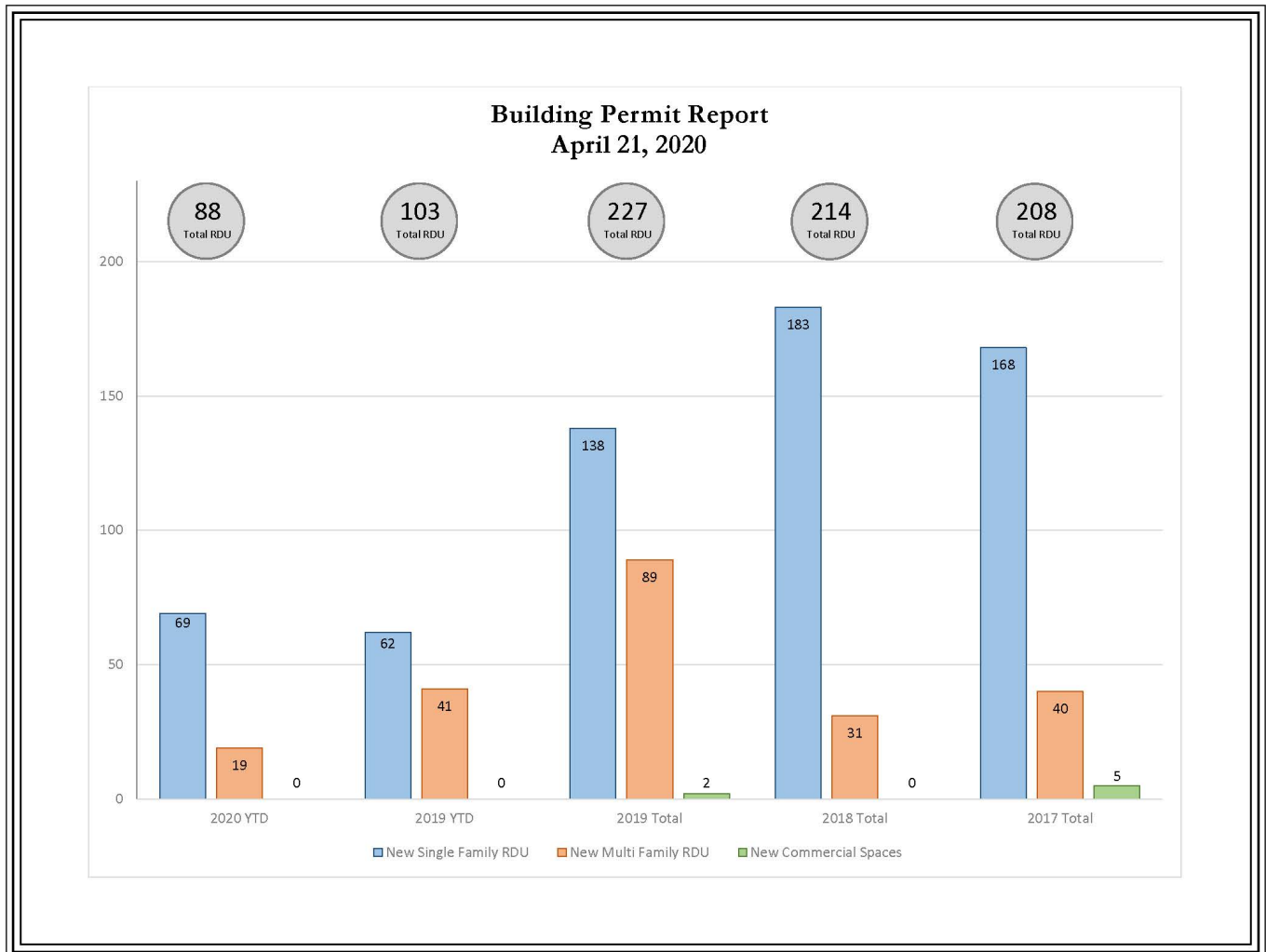
- The zoning change is a departure from the plan that Santaquin City has envisioned for exit 242. The area surrounding this exit has been proposed as an agriculturally based business and entertainment center to attract people to our city. Having population densities this highly concentrated in the exit 242 area is in direct contrast to this vision.
- As part of the Exit 242 plan Utah State University is working on a study and we feel it would be made useless by any sudden changes to the current zoning plan.
- The subject property was purchased knowing that it was zoned commercial.
- Having that many people living next to our orchard presents problems to our farming operation. Our farm is fully operational and runs equipment, wind machines, chemical programs, pruning programs, and harvesting equipment; these operations can be disruptive to neighbors. Conversely, neighbors can be disruptive to our operations. Trespassing and vandalism is always a concern, this concern is amplified with such high density housing.
- Even though the presentation given by Georgetown development looked appealing and was presented well, we think it would be premature to recommend R-10 status without a development agreement. We think if the economy continues to decline we could be left with an R-10 zone without a development. This would open the door for anyone to utilize the R-10 status. We don't feel that this is the best interest of our community.

Thank you for considering our concerns.

BUILDING PERMIT & BUSINESS LICENSE REPORT

Community Development Director Jason Bond reported:

Currently we have 69 new single family dwelling units and 19 new multi-family dwelling units for a total of 88 new units so far this year.



There are eight new business licenses.

<u>New Business Licenses</u>				
Name	Owner	Address	Description	BL#
Party of 6 Events and Décor, LLC	Macie Steele	650 S. 100 W.	Event Planning and Décor	BL-4493
Lunch Sack Girl Artisan Breads	Mikayla R. Johnson	1017 N. Apple Seed Ln.	Cottage Food Establishment	BL-4494
1 Michael Brown Foundation LLC	Michael Brown	502 Firestone Dr.	Photography and Ecommerce	BL-4495
MC Yard Hand	Mitch Coombs	554 N. 100 W.	Yard Work and Fencing	BL-4496
Barnes Esthetics	Jade Fuller	112 W. 770 N.	Esthetics, Lash Extensions, Waxing, & Brow Tinting	BL-4497
Beehive Homes of Santaquin	Dennis McGraw	409 S. 300 W.	Assisted Living Home	BL-4498
Santaquin Little Scholars Preschool	Kristin Wilson	66 E. 780 S.	Preschool- Major Home Occupation	BL-4499
American Built Cores	Chauna Sidwell	182 Oh Henry St.	Building round wood cores	BL-4500

NEW BUSINESS & ADOPTION OF ORDINANCES AND RESOLUTIONS

Discussion and Possible Action Regarding Preliminary Approval of the Summit Ridge Townhomes Development (Approximately 1200 West Summit Ridge Drive)

Community Development Director Bond explained the development plans and outline for Summit Ridge Townhomes. The Summit Ridge Towns Subdivision is located at Summit Ridge Parkway and 1200 West, which is just east of the new soccer fields. The proposed subdivision is located in the Summit Ridge Development and must comply with the Summit Ridge Development Agreement and Santaquin City Code. The City Council recently approved a second amendment to the Summit Ridge development agreement which addressed open space and dedication requirements. The proposal consists of 429 townhomes on approximately 43.12 acres (approximately 10 units per acre) with 10.35 acres of open space. The amenities that they are proposing include a tot lot, hammock grotto, pool with restrooms, a terra park, dog park and an enhanced entry with a windmill and tractor. The preliminary plan was reviewed by the Development Review Committee (DRC) and the Planning commission and the following recommendation was forwarded to the City Council:

Recommendation: Commissioner Gunnell motioned to recommend approval to the City Council for the Summit Ridge Townhomes with the following conditions: That the second amendment to the Summit Ridge Development agreement be executed. That the plans are in compliance with

the Summit Ridge Development agreement as amended. And that all redlines be addressed. Commissioner Lance seconded. The vote was unanimous in the affirmative.

The City Council will now need to review and determine if the preliminary plan meets the necessary requirements. The Architectural Review Committee (ARC) approved architectural renderings of the different unit types with conditions. After preliminary approval from the City Council, the DRC will need to approve the final plat before any lots will be recorded. The DRC may only approve a plat submittal after finding that the development standards of subdivision title, the zoning title, the laws of the State of Utah, and any other applicable ordinances, rules, and regulations have been or can be met prior to the recordation or construction beginning (Santaquin City Code 11-5-6B).

Bond then turned the time over to Curtis Leavitt, a representative from D.R. Horton, who explained the amenities, floor plans, construction phases of the development.

Motion: Council Member Montoya motioned to approve the preliminary plan for the Summit Ridge Townhomes with the following conditions: 1) that final plats be in compliance with the Summit Ridge Development Agreement as amended and 2) that all redlines be addressed.

Council Member Miller seconded the motion.

Roll Call:

Council Member Miller	Aye
Council Member Montoya	Aye
Council Member Mecham	Aye
Council Member Hathaway	Aye
Council Member Bowman	Nay

The motion passed 4-1

Ordinance 04-04-2020, “An Ordinance Regarding a Possible Rezone of a Portion of the Mehlhoff Property from Interchange Commercial C-1 to R-10 PUD” (Approximately 35 Acres at 300 West 1000 South)

Community Development Director Bond explained that Mr. Trent Mehlhoff is the owner of approximately 56.63 acres of land at approximately 300 West and 1000 South. This property is currently zoned Interchange Commercial (C-1). Approximately 35.39 acres of that property is proposed to be rezoned to Residential (R-10) with a Planned Unit Development Designation (PUD). The portion of the property proposed to be rezoned is on the western side away from 300 West. The remaining property that is on the eastern side and which currently has frontage on 300 West is proposed to remain zoned C-1. The proposed development shows 178 units and has a mix of residential types including detached single-family homes and various different types of attached townhomes. The proposed development shows 23.20 acres of open space. This includes fully improved park space with amenities and “meadow” type open space which is not manicured and more natural in appearance.

Bond then explained that staff sees three different possibilities which are as follows:

1. Deny the rezone request;
2. Approve the rezone conditioned upon the execution of a development agreement (which is a standard requirement for a PUD anyways) within a year after approval; and

3. Table the agenda item to study the request more or to have a development agreement prepared and ready for approval concurrently with approval of the rezone.

Legal Counsel Brett Rich recommends option three if the Council is to approve the rezone so that a development agreement can be approved concurrently with the rezone approval.

Trent Mehlhoff was then given the opportunity to speak to his development who recounted how the development idea came about and the benefits of sewer connections and how his development would bring to the area.

Council Member Mecham asked where the RV business would be in the commercial portion of the development and Trent responded it would be on the northern side of the commercial portion of the development.

City Manager Reeves laid out the total acreage of vacant versus occupied commercial land in the city, which came up to about 5% occupied capacity, to make it clear that the city will in no way run out of commercial space anytime soon. Reeves then stated that most businesses have a certain threshold of households in a city before they consider coming to that city and this will simply help bring in more revenue for the city in the meantime as well as help grow the city to help attract more businesses to the area for the future.

Council Member Hathaway expressed his opinion that Mr. Mehlhoff's development was very well-done and very thought out but he was not in favor of getting rid of the commercial zoning in that area. Council Member Bowman agreed.

Council Member Mecham said he thought the Council should take staff's third recommendation on tabling the agenda item to take more time to study it out since this was the first that the Council was hearing about it and it seemed to be a complex issue. Council Member Bowman and Hathaway disagreed.

City Manager Reeves asked for Council's direction on what exactly they would like staff to do if the issue was tabled and Council Member Montoya said staff should outline points of a potential development agreement while the Council would study it out in further detail.

Motion: Council Member Montoya motioned to table the item to study the request or have a development agreement prepared and ready for approval concurrently with approval of the rezone.

Council Member Miller seconded the motion.

Roll Call:

Council Member Miller	Aye
Council Member Montoya	Aye
Council Member Mecham	Aye
Council Member Hathaway	Nay
Council Member Bowman	Nay

The motion passed 3-2

Discussion and Possible Action Regarding Proposed Landscape Improvements on the NE Corner of 400 East and Main Street (On City Owned Property)

City Manager Reeves and Community Development Director Bond laid out the options and broke down the costs for a clock tower addition to the North-Eastern corner of 400 East and Main Street and potential citizen input for a new city sign to help improve the 'front porch' of the city.

Motion: Council Member Montoya motioned to approve the improvements to the 400 East Main Street Park with an overall budget amount of not to exceed \$261,245 with R&O Construction.

Council Member Mecham seconded the motion.

Roll Call:

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

The motion passed 5-0

Discussion – Regarding Possible Requirements of Front and Side Landscaping for New Construction in Non-Planned Unit Development (PUD) Areas

Community Development Director Bond discussed the pros and cons of having a city-wide landscaping requirement.

Pros:

- Beautifies the city
- Protects rights of neighbors
- Would account for Erosion/dust/weed control
- Maintains property values
- Creates a standard/expectation

Cons:

- Additional upfront cost
- Tracking burden to the city
- Additional enforcement

Council Member Hathaway asked for clarification on whether or not such a requirement would be for new developments or retroactive as well. Bond clarified this would only be required for all new developments.

Council Member Miller said that such a landscaping ordinance should not be too restrictive as he's seen it go in other cities but as he brought this idea up to the city years ago he believes that something needs to be done for landscaping city-wide.

Community Development Director Bond said the next steps would be to hold a public hearing in the Planning Commission.

Discussion – Regarding Possible Terms of a Mining Ordinance

Community Development Director Bond introduced the topic to the Council and asked in addition to crushing operations, stockpiling, and conveying, what does the Council feel about

- 1) permitting the importing of rock, sand, gravel, and building materials and
- 2) making hot plants, batch plants, and processing plants a conditional use in the proposed M-1 zone
- 3) permitting the stockpiling, storing, and reprocessing of recycled asphalt, concrete, and aggregate
- 4) land use authority for approving mining operation proposals
- 5) the necessity for an applicant to provide an estimated timeframe for completion of an application
- 6) city control over regulations put in place by the state
- 7) the hours of operation for mining

Council Member Montoya said she was very impressed with the batch plant she had visited in Salt Lake City but wanted the city to make sure they vetted what kind of companies would run potential batch plants.

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

City Manager Reeves –

- Staff is looking into a deer issue up on the east bench
- There have been some reports that homes have been hit near a shooting range and staff is looking into this

Assistant City Manager Beagley –

- Projects are going forward across the city and staff is just trying to keep up with inspections and such

Community Development Director Bond –

- There will be a quit claim deed on the Foothill Village submission
- There has been a final plat submitted for the McMullan subdivision

REPORTS BY MAYOR AND COUNCIL MEMBERS

Mayor Hunsaker –

- Receiving questions on when the city will open up businesses again and wanted the Council's input, Council Member Mecham said they should open up businesses but should be smart about it by following the federal and state recommendations and mandates. Council Member Hathaway, Miller, and Montoya agreed. Mayor Hunsaker hopes that we continue to support out local businesses.

Council Member Miller –

- Nothing to report

Council Member Montoya –

- She has received reports from the residents on the subject of bullets from the shooting range creating damage and safety concerns. City Manager Reeves responded he has instructed Police Chief Hurst
- Youth City Council Scholarship winner Abigail Hales

Council Member Mecham –

- Nothing to report

Council Member Hathaway –

- Nothing to report.

Council Member Bowman –

- Nothing to report

ADJOURNMENT

At 10:29 p.m. Council Member Miller moved to adjourn.

Council Member Montoya seconded the motion.

The vote was as follows:

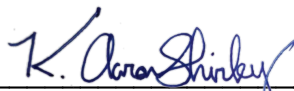
Roll Call:

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

The motion passed 5-0

Attest:


Kirk F. Hunsaker, Mayor


K. Aaron Shirley, City Recorder

SANTAQUIN CITY CORPORATION
Invoice Register - 4/4/2020 to 4/17/2020 - All Invoices

4/17/2020

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Description</u>
369455-3	ACE RENTS INC.	80353	4/13/2020	4/13/2020	\$149.69			
					149.69	1070310	FIELD MAINTENANCE EXPEN	AERATOR TOWABLE
PC-04-14-2020	ADCOCK, ARTHUR LEE		4/16/2020	4/16/2020	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 04-1
041020	ADT SECURITY SERVIES, INC	80354	4/10/2020	4/10/2020	\$178.92			
					178.92	1051300	BUILDINGS & GROUND MAIN	MUSEUM SECURITY SYSTEM
Refund: 314200	AGUIRRE, PEDRO *	80343	4/8/2020	4/8/2020	\$79.51			
					79.51	5113110	ACCOUNTS RECEIVABLE	Refund: 314200 - AGUIRRE, PE
20-IV-3561	APPARATUS EQUIPMENT & SERVICE	80355	4/13/2020	4/13/2020	\$1,126.30			
					1,126.30	7657244	UNIFORMS	FIRE UNIFORMS
119038	APPLICANTPRO	80333	4/8/2020	4/8/2020	\$209.00			
					209.00	4340500	SOFTWARE EXPENSE	MARCH
040820	CENTRACOM INTERACTIVE	80334	4/8/2020	4/8/2020	\$2,656.83			
					2,656.83	1051280	TELEPHONE	TELEPHONE
404	CENTRAL UTAH 911	80356	4/13/2020	4/13/2020	\$15,812.95			
					15,812.95	1054340	CENTRAL DISPATCH FEES	JANUARY TO MARCH 2020 PA
041620	CENTURYLINK		4/16/2020	4/16/2020	\$165.57			
					165.57	1051280	TELEPHONE	801-754-5165
041620B	CENTURYLINK		4/16/2020	4/16/2020	\$60.37			
					60.37	1051280	TELEPHONE	801-754-5293
	Vendor Total:				\$225.94			
20D0015	CHEMTECH-FORD, INC	80345	4/10/2020	4/10/2020	\$80.00			
					80.00	5240310	PROFESSIONAL & TECHNICA	WRF
20D0398	CHEMTECH-FORD, INC	80345	4/10/2020	4/10/2020	\$100.00			
					100.00	5140310	PROFESSIONAL & TECHNICA	COLIERT AP
20D0400	CHEMTECH-FORD, INC	80345	4/10/2020	4/10/2020	\$20.00			
					20.00	5140310	PROFESSIONAL & TECHNICA	COLIERT AP
20D0402	CHEMTECH-FORD, INC		4/16/2020	4/16/2020	\$80.00			
					80.00	5240310	PROFESSIONAL & TECHNICA	WRF
20D0726	CHEMTECH-FORD, INC		4/16/2020	4/16/2020	\$100.00			
					100.00	5140310	PROFESSIONAL & TECHNICA	COLIERT AP
	Vendor Total:				\$380.00			
PR041120-7171	CHILD SUPPORT SERVICES/ORS	80383	4/17/2020	4/17/2020	\$215.54			
					215.54	1022420	GARNISHMENTS	Garnishment - Child Support
REIMBURSE-04	CLARK, JEB & MELANIE	80357	4/13/2020	4/13/2020	\$30.00			
					30.00	6140800	AEROBICS	HIGH FITNESS - INSTRUCTOR
REIMBURSE-04	CLARK, JEB & MELANIE	80357	4/13/2020	4/13/2020	\$16.08			
					16.08	6140800	AEROBICS	ZOOM SUBSCRIPTION FOR T
	Vendor Total:				\$46.08			
S6666740.005	CODALE ELECTRIC SUPPLY	80344	4/8/2020	4/8/2020	\$136.68			
					136.68	1051300	BUILDINGS & GROUND MAIN	NORM'S OFFICE - TRANSFOR
S7012223.002	CODALE ELECTRIC SUPPLY	80358	4/10/2020	4/10/2020	\$450.00			
					450.00	1022530	STREET LIGHTS (NEW DEVEL	STREET LIGHTS
S7014024.001	CODALE ELECTRIC SUPPLY	80344	4/8/2020	4/8/2020	\$5,908.23			
					5,908.23	1051300	BUILDINGS & GROUND MAIN	NORM'S OFFICE - TRANSFOR
S7014028.001	CODALE ELECTRIC SUPPLY	80344	4/8/2020	4/8/2020	\$36.41			
					36.41	1051300	BUILDINGS & GROUND MAIN	NORM'S OFFICE - TRANSFOR

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S7014049.001	CODALE ELECTRIC SUPPLY	80344	4/8/2020	4/8/2020	\$72.82	1051300	BUILDINGS & GROUND MAIN	NORM'S OFFICE - TRANSFOR
S7025831.001	CODALE ELECTRIC SUPPLY	80344	4/8/2020	4/8/2020	\$1,611.24	1051300	BUILDINGS & GROUND MAIN	NORM'S OFFICE - TRANSFOR
S7025831.002	CODALE ELECTRIC SUPPLY	80344	4/8/2020	4/8/2020	\$199.97	1051300	BUILDINGS & GROUND MAIN	NORM'S OFFICE - TRANSFOR
S7028622.001	CODALE ELECTRIC SUPPLY	80344	4/8/2020	4/8/2020	\$258.27	1051300	BUILDINGS & GROUND MAIN	NORM'S OFFICE - TRANSFOR
S7028622.002	CODALE ELECTRIC SUPPLY	80344	4/8/2020	4/8/2020	\$154.89	1051300	BUILDINGS & GROUND MAIN	NORM'S OFFICE - TRANSFOR
S7028622.003	CODALE ELECTRIC SUPPLY	80344	4/8/2020	4/8/2020	\$26.59	1051300	BUILDINGS & GROUND MAIN	NORM'S OFFICE - TRANSFOR
S7028622.004	CODALE ELECTRIC SUPPLY	80344	4/8/2020	4/8/2020	\$21.53	1051300	BUILDINGS & GROUND MAIN	NORM'S OFFICE - TRANSFOR
	Vendor Total:				\$8,876.63			
PR041120-383	EFTPS		4/17/2020	4/17/2020	\$28,135.92			
					15,615.58	1022210	FICA PAYABLE	Social Security Tax
					3,652.16	1022210	FICA PAYABLE	Medicare Tax
					8,868.18	1022220	FEDERAL WITHHOLDING PAY	Federal Income Tax
IN36892	EMERALD TURF FARM	80346	4/10/2020	4/10/2020	\$165.55	1077300	BUILDINGS & GROUND MAIN	KENTUCKY BLUEGRASS SOD
20-092	FORENSIC NURSING SERVICES, INC	80359	4/10/2020	4/10/2020	\$80.00	1054311	PROFESSIONAL & TECHNICA	CASE NO. 20SQ00876 - RAFAE
PC-04-14-2020	FRANCOM, KYLE & CARLENE		4/16/2020	4/16/2020	\$25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 04-1
NP58010302	FUELMAN-STATE OF UTAH GASCAR	80360	4/10/2020	4/10/2020	\$4,653.27			
					295.97	1043260	FUEL	MARCH
					152.56	1043501	BANK AND SERVICE CHARGE	MARCH
					156.25	1048260	FUEL	MARCH
					2,470.71	1054260	FUEL	MARCH
					181.52	1060260	FUEL	MARCH
					181.52	1062260	FUEL	MARCH
					120.08	1068260	FUEL	MARCH
					181.52	1070260	FUEL	MARCH
					181.52	1077260	FUEL	MARCH
					181.52	5140260	FUEL	MARCH
					181.52	5240260	FUEL	MARCH
					29.96	6140260	FUEL	MARCH
					63.20	7657260	FUEL	MARCH
					275.42	7657260	FUEL	MARCH
PC-04-14-2020	GUNNELL, BRADLEY DON		4/16/2020	4/16/2020	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 04-1
040620	HOME DEPOT	80299	4/6/2020	4/6/2020	\$38.56	1070300	BUILDINGS & GROUNDS MAI	PLYWOOD
SF 155668	HUMPHRIES INC	80347	4/10/2020	4/10/2020	\$167.20	4140701	RELOCATION TO PW BUILDIN	MEDICAL OXYGEN
REIMBURSE-04	HURST, ROD	80337	4/8/2020	4/8/2020	\$311.11	1054240	SUPPLIES	UNIFORM REIMBURSEMENT
Refund: 103002	JOHNSON, CHRIS *	80375	4/10/2020	4/10/2020	\$56.21	5113110	ACCOUNTS RECEIVABLE	Refund: 103002 - JOHNSON, C

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REIMBURSE-04	JOHNSON, EMILY	80361	4/13/2020	4/13/2020	\$16.08			
					16.08	6140800	AEROBICS	ONLINE CLASSES VIA ZOOM
REIMBURSE-04	JOHNSON, EMILY	80361	4/13/2020	4/13/2020	\$30.00			
					30.00	6140800	AEROBICS	HIGH FITNESS - INSTRUCTOR
	Vendor Total:				\$46.08			
REIMBURSE-04	KC LOWHAM	80362	4/13/2020	4/13/2020	\$121.06			
					121.06	1054240	SUPPLIES	REIMBURSEMENT FOR SUPP
PC-04-14-2020	MENDENHALL-SPERRY, MICHELLE		4/16/2020	4/16/2020	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 04-1
S103324774.003	MOUNTAINLAND SUPPLY	80363	4/13/2020	4/13/2020	\$285.25			
					285.25	5440240	SUPPLIES	IRRIGATION BOXES
S103456775.001	MOUNTAINLAND SUPPLY	80348	4/10/2020	4/10/2020	\$3,758.82			
					3,758.82	5140240	SUPPLIES	WATER METERS
S103488868.001	MOUNTAINLAND SUPPLY	80348	4/10/2020	4/10/2020	\$4,119.32			
					4,119.32	5140240	SUPPLIES	WATER METERS
	Vendor Total:				\$8,163.39			
PR041120-13093	NEBO LODGE #45	80384	4/17/2020	4/17/2020	\$18.00			
					18.00	1022425	FOP DUES	FOP Dues (Nebo Lodge #45)
342588	PAYSON AUTO SUPPLY - NAPA	80338	4/8/2020	4/8/2020	\$124.51			
					124.51	5240250	EQUIPMENT MAINTENANCE	2007 FORD F150
342623	PAYSON AUTO SUPPLY - NAPA	80338	4/8/2020	4/8/2020	\$46.49			
					46.49	1070250	EQUIPMENT MAINTENANCE	NAPA BATTERY
343146	PAYSON AUTO SUPPLY - NAPA	80338	4/8/2020	4/8/2020	\$18.85			
					18.85	1060250	EQUIPMENT MAINTENANCE	COBALT DR/CLAMP
343523	PAYSON AUTO SUPPLY - NAPA	80349	4/10/2020	4/10/2020	\$37.99			
					37.99	1070250	EQUIPMENT MAINTENANCE	BATTERY
343525	PAYSON AUTO SUPPLY - NAPA	80349	4/10/2020	4/10/2020	\$147.99			
					147.99	5240250	EQUIPMENT MAINTENANCE	2001 FORD F-150
	Vendor Total:				\$375.83			
3793	PAYSON CITY SOLID WASTE	80364	4/13/2020	4/13/2020	\$17,180.24			
					14,190.24	1062311	WASTE PICKUP CHARGES	MARCH
					2,990.00	5240530	WRF - SOLID WASTE DISPOS	MARCH
040720	PETERSON TIRE OF SANTAQUIN (BI	80339	4/8/2020	4/8/2020	\$102.91			
					102.91	1054250	EQUIPMENT MAINTENANCE	2015 F-150
044242-14645	PETERSON TIRE OF SANTAQUIN (BI	80326	4/6/2020	4/6/2020	\$129.99			
					129.99	1043250	EQUIPMENT MAINTENANCE	2016 FORD INTERCEPTOR - V
044242-14852	PETERSON TIRE OF SANTAQUIN (BI	80339	4/8/2020	4/8/2020	\$102.91			
					102.91	1054250	EQUIPMENT MAINTENANCE	2017 F-150 - RYAN SHAW
	Vendor Total:				\$335.81			
32524	PREMIER VEHICLE INSTALLATION, IN		4/16/2020	4/16/2020	\$82.53			
					82.53	1054250	EQUIPMENT MAINTENANCE	VEHICLE EQUIPMENT INSTAL
198866	REC 1 (CIVIC PLUS - CIRILIAN, INC)	80365	4/13/2020	4/13/2020	\$206.22			
					19.00	6133300	SPONSORSHIPS/DONATIONS	MARCH
					0.50	6134150	PARK RENTAL REVENUE	MARCH
					3.51	6134235	UNIFORMS	MARCH
					80.93	6134300	BASEBALL REVENUE	MARCH
					30.61	6134310	SOFTBALL REVENUE	MARCH

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					4.38	6134320	TEEBALL REVENUE	MARCH
					-15.58	6134400	TUMBLING/GYMNASTICS	MARCH
					2.30	6134410	KIDS CAMPS/EVENTS	MARCH
					32.75	6134470	KARATE	MARCH
					-2.50	6134600	ADULT SPORTS	MARCH
					15.30	6134700	SOCCER REGISTRATION	MARCH
					4.58	6134800	AEROBICS	MARCH
					13.90	6234100	EASTER EGG EVENT REVEN	MARCH
					16.00	6238900	DONATIONS	MARCH
					0.14	6438950	PAGEANT TICKET SALES	MARCH
					0.40	6438960	LITTLE MISS REVENUE	MARCH
0864-001444204	REPUBLIC SERVICES LLC	80366	4/10/2020	4/10/2020	\$440.30			
					440.30	1062311	WASTE PICKUP CHARGES	MARCH
0864-001446402	REPUBLIC SERVICES LLC	80366	4/10/2020	4/10/2020	\$29,138.16			
					20,631.36	1062311	WASTE PICKUP CHARGES	MARCH
					8,506.80	1062312	RECYCLING PICKUP CHARGE	MARCH
	Vendor Total:				\$29,578.46			
562793	RESCO	80327	4/6/2020	4/6/2020	\$515.38			
					515.38	4340300	COPIER CONTRACT	COPIERS - MARCH
562794	RESCO	80327	4/6/2020	4/6/2020	\$170.05			
					170.05	4340300	COPIER CONTRACT	COPIERS - MARCH
	Vendor Total:				\$685.43			
RMP-041320	ROCKY MOUNTAIN POWER	80367	4/13/2020	4/13/2020	\$14.08			
					14.08	5440273	UTILITIES	1250 S CANYON RD
RMP-041320B	ROCKY MOUNTAIN POWER	80367	4/13/2020	4/13/2020	\$123.56			
					35.05	1060270	UTILITIES - STREET LIGHTS	1005 S RED BARN
					62.70	1060270	UTILITIES - STREET LIGHTS	415 TRAVERTINE WAY
					18.50	1060270	UTILITIES - STREET LIGHTS	154 E 950 S
					7.31	1060270	UTILITIES - STREET LIGHTS	80 E 770 N
RMP-041320C	ROCKY MOUNTAIN POWER	80367	4/13/2020	4/13/2020	\$28.62			
					28.62	1060270	UTILITIES - STREET LIGHTS	509 FIRESTONE DR. STRONG
RMP-041320D	ROCKY MOUNTAIN POWER	80371	4/13/2020	4/13/2020	\$16.54			
					16.54	1060270	UTILITIES - STREET LIGHTS	1026 E MAIN
RMP-041620	ROCKY MOUNTAIN POWER		4/16/2020	4/16/2020	\$11,160.33			
					13.89	1070270	UTILITIES	1000 N CENTER PARK
					183.06	1070270	UTILITIES	1213 N CENTER ST - PUBLIC
					380.22	1070270	UTILITIES	1213 N CENTER ST - PUBLIC
					419.41	5240270	UTILITIES	10 W GINGER GOLD ROAD
					10,163.75	5240500	WRF - UTILITIES	1215 N CENTER
	Vendor Total:				\$11,343.13			
P19515	ROCKY MOUNTAIN TURF - RMT EQUI	80350	4/10/2020	4/10/2020	\$247.28			
					247.28	1070250	EQUIPMENT MAINTENANCE	LAWN MOWER
5555-423332	ROYAL WHOLESALE ELECTRIC	80340	4/8/2020	4/8/2020	\$228.99			
					228.99	1051300	BUILDINGS & GROUND MAIN	PW SHOP
5555-423363	ROYAL WHOLESALE ELECTRIC	80340	4/8/2020	4/8/2020	\$2,643.26			
					2,643.26	1051730	CAPITAL PROJECTS	PW SHOP
6695-687566	ROYAL WHOLESALE ELECTRIC	80340	4/8/2020	4/8/2020	\$900.00			
					900.00	1051730	CAPITAL PROJECTS	PUBLIC SAFETY BUILDING
6695-689460	ROYAL WHOLESALE ELECTRIC	80340	4/8/2020	4/8/2020	\$3,600.00			
					3,600.00	1051730	CAPITAL PROJECTS	LED RETROFIT KITS

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6695-917450	ROYAL WHOLESALE ELECTRIC	80340	4/8/2020	4/8/2020	\$52.49			
					52.49	1051730	CAPITAL PROJECTS	PW SHOP
6695-945902	ROYAL WHOLESALE ELECTRIC	80340	4/8/2020	4/8/2020	\$14.32			
					14.32	1051730	CAPITAL PROJECTS	SUPPLIES
917450	ROYAL WHOLESALE ELECTRIC	80314	4/6/2020	4/6/2020	\$52.49			
					52.49	4140701	RELOCATION TO PW BUILDIN	SUPPLIES
	Vendor Total:				\$7,491.55			
SAMS-041520	SAM'S CLUB	80379	4/15/2020	4/15/2020	\$1,060.45			
					81.78	1043240	SUPPLIES	CANDY & DRINK SUPPLIES
					103.88	1051240	SUPPLIES	JANITORIAL SUPPLIES
					56.34	1051240	SUPPLIES	JANITORIAL SUPPLIES
					171.29	7540480	FOOD	SENIOR CENTER FOOD
					120.88	7657235	EMS - EDUCATION, TRAINING	FOOD & SUPPLIES
					130.32	7657247	COVID-19 RELATED EXPENDI	SUPPLIES
					63.92	7657247	COVID-19 RELATED EXPENDI	SUPPLIES
					77.44	7657247	COVID-19 RELATED EXPENDI	SUPPLIES
					104.20	7657247	COVID-19 RELATED EXPENDI	SUPPLIES
					150.40	7657247	COVID-19 RELATED EXPENDI	SUPPLIES
PR041120-266	SANTAQUIN CITY UTILITIES	80385	4/17/2020	4/17/2020	\$890.00			
					690.00	1022350	UTILITIES PAYABLE	Utilities
					200.00	1022350	UTILITIES PAYABLE	Cemetery
591903138-179	SPRINT SOLUTIONS, INC	80368	4/13/2020	4/13/2020	\$300.92			
					42.98	1041280	TELEPHONE	MARCH
					14.33	1060280	TELEPHONE	MARCH
					14.33	1062280	TELEPHONE	MARCH
					128.97	1068280	TELEPHONE	MARCH
					14.33	1070280	TELEPHONE	MARCH
					14.33	1077280	TELEPHONE	MARCH
					42.99	1078280	TELEPHONE	MARCH
					14.33	5140280	TELEPHONE	MARCH
					14.33	5240280	TELEPHONE	MARCH
REIMBURSE-04	STEPHENS, AMY	80369	4/13/2020	4/13/2020	\$30.00			
					30.00	6140800	AEROBICS	HIGH FITNESS - INSTRUCTOR
REIMBURSE-04	STEPHENS, AMY	80369	4/13/2020	4/13/2020	\$16.08			
					16.08	6140800	AEROBICS	ZOOM SUBSCRIPTION FOR T
	Vendor Total:				\$46.08			
P85949	STOTZ EQUIPMENT CO, LLC - ARIZO	80341	4/8/2020	4/8/2020	\$1,304.59			
					1,304.59	1070300	BUILDINGS & GROUNDS MAI	PARKS
040620	STRINGHAM'S HARDWARE	80328	4/6/2020	4/6/2020	\$1,505.11			
					140.00	1043480	EMPLOYEE RECOGNITIONS	MARCH
					34.98	1051240	SUPPLIES	MARCH
					35.97	1054240	SUPPLIES	MARCH
					37.86	1060250	EQUIPMENT MAINTENANCE	MARCH
					20.99	1060270	UTILITIES - STREET LIGHTS	MARCH
					111.35	1070300	BUILDINGS & GROUNDS MAI	MARCH
					99.26	1070310	FIELD MAINTENANCE EXPEN	MARCH
					55.47	1077300	BUILDINGS & GROUND MAIN	MARCH
					8.05	4140702	RELOCATION TO REC BUILDI	MARCH
					229.37	5140240	SUPPLIES	MARCH
					103.66	5240240	SUPPLIES	MARCH
					347.99	5240520	WRF - SUPPLIES	MARCH

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					3.26	5440240	SUPPLIES	MARCH
					253.15	7240240	SUPPLIES	MARCH
					23.75	7657250	EQUIPMENT MAINTENANCE	MARCH
35380	TISCHNER FORD SALES, INC		4/16/2020	4/16/2020	\$134.52			
					134.52	7657740	FIRE - CAPITAL-VEHICLES &	2000 FORD F350 (44494)
35655	TISCHNER FORD SALES, INC		4/16/2020	4/16/2020	\$281.88			
					281.88	1043250	EQUIPMENT MAINTENANCE	2015 FORD EXPLORER (46059)
CREDIT-20627	TISCHNER FORD SALES, INC		4/16/2020	4/16/2020	(\$55.00)			
					-55.00	1054250	EQUIPMENT MAINTENANCE	RE-CALL REPAIR - INVOICE S
	Vendor Total:				\$361.40			
PC-04-14-2020	TOLMAN, JESSICA		4/16/2020	4/16/2020	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 04-1
PR041120-7076	UTAH COUNTY LODGE #31	80386	4/17/2020	4/17/2020	\$144.00			
					144.00	1022425	FOP DUES	FOP Dues (Ut County Lodge #3)
1581103	UTAH LOCAL GOVERNMENT TRUST	80330	4/7/2020	4/7/2020	\$1,685.00			
					1,685.00	1043510	INSURANCE AND BONDS	BONDS
1581104	UTAH LOCAL GOVERNMENT TRUST	80330	4/7/2020	4/7/2020	\$4,773.82			
					4,773.82	1022250	WORKMENS COMPENSATION	WORKERS COMP
1581727	UTAH LOCAL GOVERNMENT TRUST	80330	4/7/2020	4/7/2020	\$29,621.32			
					29,621.32	1043510	INSURANCE AND BONDS	AUTO
1581728	UTAH LOCAL GOVERNMENT TRUST	80330	4/7/2020	4/7/2020	\$4,839.72			
					4,839.72	1043510	INSURANCE AND BONDS	BONDS
1581729	UTAH LOCAL GOVERNMENT TRUST	80330	4/7/2020	4/7/2020	\$28,684.88			
					28,684.88	1043510	INSURANCE AND BONDS	PROPERTY
1581730	UTAH LOCAL GOVERNMENT TRUST	80330	4/7/2020	4/7/2020	\$4,773.82			
					4,773.82	1022250	WORKMENS COMPENSATION	WORKERS COMP
	Vendor Total:				\$74,378.56			
PR041120-382	UTAH STATE RETIREMENT		4/17/2020	4/17/2020	\$25,171.32			
					3,709.00	1022300	RETIREMENT PAYABLE	401K
					676.50	1022300	RETIREMENT PAYABLE	Roth IRA
					18,687.06	1022300	RETIREMENT PAYABLE	Retirement
					757.34	1022300	RETIREMENT PAYABLE	401K - Tier 1 Parity
					580.72	1022300	RETIREMENT PAYABLE	457
					30.46	1022300	RETIREMENT PAYABLE	Post Retirement (After 7/2010)
					730.24	1022325	RETIREMENT LOAN PAYMEN	Retirement Loan Payment
03312020	UTAH STATE TAX COMMISSION	9999	4/7/2020	4/7/2020	\$5.44			
					5.44	1022458	POLICE DONATED FUNDS	1st Quarter Sales Tax - PD T-shi
PR041120-361	UTAH STATE TAX COMMISSION		4/17/2020	4/17/2020	\$5,206.67			
					5,206.67	1022230	STATE WITHHOLDING PAYAB	State Income Tax
	Vendor Total:				\$5,212.11			
130343	VALLEY AGRONOMICS LLC	80351	4/10/2020	4/10/2020	\$475.00			
					475.00	1070300	BUILDINGS & GROUNDS MAI	SPRING LAWN MIX
4171	VALUE PROPOSITION ENTERPRISES	80370	4/13/2020	4/13/2020	\$3,208.00			
					3,208.00	1070310	FIELD MAINTENANCE EXPEN	TRASH RECEPTABLE & MOUN
040620	VANCON, INC	80329	4/6/2020	4/6/2020	\$1,699.46			
					1,699.46	4140817	2019 HANSEN TANK PROJEC	BOND INTEREST EARNED ON
9851111927	VERIZON WIRELESS	80331	4/7/2020	4/7/2020	\$966.28			
					286.11	1054280	TELEPHONE	FEBRUARY

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<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>
					600.15	1054340	CENTRAL DISPATCH FEES	FEBRUARY
					80.02	1068280	TELEPHONE	FEBRUARY
WALMART-0416	WALMART BRC - GE CAPITAL RETAIL		4/16/2020	4/16/2020	\$759.84			
					112.05	1054240	SUPPLIES	OFFICE SUPPLIES
					315.52	6140700	FUTURE PROGRAMS	ESPORTS SET UP
					201.37	6140700	FUTURE PROGRAMS	SPORTS SUPPLIES
					94.60	7540480	FOOD	SENIOR CENTER FOOD
					36.30	7540480	FOOD	SENIOR CENTER FOOD
79066791	WAXIE'S SANITARY SUPPLY	80352	4/10/2020	4/10/2020	\$305.60			
					305.60	1070300	BUILDINGS & GROUNDS MAI	2 MIL BLACK MAX
PC-04-14-2020	WOOD, TREVOR		4/16/2020	4/16/2020	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 04-1
Total:					\$257,378.94			
<u>GL Account Summary</u>								
					19,267.74	1022210	FICA PAYABLE	
					8,868.18	1022220	FEDERAL WITHHOLDING PAY	
					5,206.67	1022230	STATE WITHHOLDING PAYAB	
					9,547.64	1022250	WORKMENS COMPENSATION	
					24,441.08	1022300	RETIREMENT PAYABLE	
					730.24	1022325	RETIREMENT LOAN PAYMEN	
					890.00	1022350	UTILITIES PAYABLE	
					215.54	1022420	GARNISHMENTS	
					162.00	1022425	FOP DUES	
					5.44	1022458	POLICE DONATED FUNDS	
					450.00	1022530	STREET LIGHTS (NEW DEVEL	
					42.98	1041280	TELEPHONE	
					81.78	1043240	SUPPLIES	
					411.87	1043250	EQUIPMENT MAINTENANCE	
					295.97	1043260	FUEL	
					140.00	1043480	EMPLOYEE RECOGNITIONS	
					152.56	1043501	BANK AND SERVICE CHARGE	
					64,830.92	1043510	INSURANCE AND BONDS	
					156.25	1048260	FUEL	
					195.20	1051240	SUPPLIES	
					2,882.77	1051280	TELEPHONE	
					8,834.54	1051300	BUILDINGS & GROUND MAIN	
					7,210.07	1051730	CAPITAL PROJECTS	
					580.19	1054240	SUPPLIES	
					233.35	1054250	EQUIPMENT MAINTENANCE	
					2,470.71	1054260	FUEL	
					286.11	1054280	TELEPHONE	
					80.00	1054311	PROFESSIONAL & TECHNICA	
					16,413.10	1054340	CENTRAL DISPATCH FEES	
					56.71	1060250	EQUIPMENT MAINTENANCE	
					181.52	1060260	FUEL	
					189.71	1060270	UTILITIES - STREET LIGHTS	
					14.33	1060280	TELEPHONE	
					181.52	1062260	FUEL	
					14.33	1062280	TELEPHONE	
					35,261.90	1062311	WASTE PICKUP CHARGES	
					8,506.80	1062312	RECYCLING PICKUP CHARGE	
					120.08	1068260	FUEL	
					208.99	1068280	TELEPHONE	
					331.76	1070250	EQUIPMENT MAINTENANCE	
					181.52	1070260	FUEL	

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					577.17	1070270	UTILITIES	
					14.33	1070280	TELEPHONE	
					2,235.10	1070300	BUILDINGS & GROUNDS MAI	
					3,456.95	1070310	FIELD MAINTENANCE EXPEN	
					181.52	1077260	FUEL	
					14.33	1077280	TELEPHONE	
					221.02	1077300	BUILDINGS & GROUND MAIN	
					42.99	1078280	TELEPHONE	
					150.00	1078310	PROFESSIONAL & TECHNICA	
					227,225.48		Total	
					219.69	4140701	RELOCATION TO PW BUILDIN	
					8.05	4140702	RELOCATION TO REC BUILDI	
					1,699.46	4140817	2019 HANSEN TANK PROJEC	
					1,927.20		Total	
					685.43	4340300	COPIER CONTRACT	
					209.00	4340500	SOFTWARE EXPENSE	
					894.43		Total	
					135.72	5113110	ACCOUNTS RECEIVABLE	
					8,107.51	5140240	SUPPLIES	
					181.52	5140260	FUEL	
					14.33	5140280	TELEPHONE	
					220.00	5140310	PROFESSIONAL & TECHNICA	
					8,659.08		Total	
					103.66	5240240	SUPPLIES	
					272.50	5240250	EQUIPMENT MAINTENANCE	
					181.52	5240260	FUEL	
					419.41	5240270	UTILITIES	
					14.33	5240280	TELEPHONE	
					160.00	5240310	PROFESSIONAL & TECHNICA	
					10,163.75	5240500	WRF - UTILITIES	
					347.99	5240520	WRF - SUPPLIES	
					2,990.00	5240530	WRF - SOLID WASTE DISPOS	
					14,653.16		Total	
					288.51	5440240	SUPPLIES	
					14.08	5440273	UTILITIES	
					302.59		Total	
					19.00	6133300	SPONSORSHIPS/DONATIONS	
					0.50	6134150	PARK RENTAL REVENUE	
					3.51	6134235	UNIFORMS	
					80.93	6134300	BASEBALL REVENUE	
					30.61	6134310	SOFTBALL REVENUE	
					4.38	6134320	TEEBALL REVENUE	
					-15.58	6134400	TUMBLING/GYMNASTICS	
					2.30	6134410	KIDS CAMPS/EVENTS	
					32.75	6134470	KARATE	
					-2.50	6134600	ADULT SPORTS	
					15.30	6134700	SOCCER REGISTRATION	
					4.58	6134800	AEROBICS	
					29.96	6140260	FUEL	
					516.89	6140700	FUTURE PROGRAMS	
					138.24	6140800	AEROBICS	

SANTAQUIN CITY CORPORATION
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					860.87		Total	
					13.90	6234100	EASTER EGG EVENT REVEN	
					16.00	6238900	DONATIONS	
					29.90		Total	
					0.14	6438950	PAGEANT TICKET SALES	
					0.40	6438960	LITTLE MISS REVENUE	
					0.54		Total	
					253.15	7240240	SUPPLIES	
					302.19	7540480	FOOD	
					120.88	7657235	EMS - EDUCATION, TRAINING	
					1,126.30	7657244	UNIFORMS	
					526.28	7657247	COVID-19 RELATED EXPENDI	
					23.75	7657250	EQUIPMENT MAINTENANCE	
					338.62	7657260	FUEL	
					134.52	7657740	FIRE - CAPITAL-VEHICLES &	
					2,270.35		Total	
					\$257,378.94		GL Account Summary Total	



MEMORANDUM

To: Santaquin City Mayor & Council
From: Benjamin A. Reeves, Santaquin City Manager
Date: April 21, 2020
Subject: Central 911 Dispatch – To add Pleasant Grove City

Mayor & Council,

In harmony with the desires of the Utah State Legislature, and to provide enhanced communications and safety to the public safety agencies within Utah County, and to reduce costs through the elimination of redundant effort, Central Utah 911 would like to accept the petition of Pleasant Grove City to become a member.

Pleasant Grove City will provide a “buy-in” in the form of assets and services to contribute to assets of the organization proportionately with the contributions of all of the existing member entities. Furthermore, Pleasant Grove City will proportionately share in carrying the financial burden of the organization, thus lessening the costs allocated to each existing member entity.

Lastly, by merging PG Dispatch into Central 911 Dispatch, existing PG Dispatch Employees will become employees of Central 911.

This endeavor is beneficial to Santaquin City and staff supports the approval of this amendment.

Recommended Motion: Motion to approve Resolution 04-09-2020 “A Resolution Approving the Second Amended Interlocal Agreement for Joint and Cooperative Action of Central Utah 911”

RESOLUTION 04-09-2020

RESOLUTION OF SANTAQUIN CITY APPROVING THE SECOND AMENDED INTERLOCAL AGREEMENT AND JOINT COOPERATIVE ACTION OF CENTRAL UTAH 911

WHEREAS, Central Utah 911 (the Agency) is an interlocal entity created by Utah Valley Dispatch Special Service District (the District), Nephi City, and Juab County to provide dispatch services to its member agencies; and

WHEREAS, Santaquin City, under Resolution 09-01-2018, became a member of Central Utah 911; and

WHEREAS, Pleasant Grove City desires now to contribute to, and become a member of, Central Utah 911, which necessitates the approval of all existing participating members; and

WHEREAS, by entering into an interlocal agreement that includes Pleasant Grove City, dispatch services will become more efficient and will show how dispatch services can be consolidated for the benefit of all members;

NOW THEREFORE, be it resolved by the Santaquin City Council, as follows:

1. The Second Amended Interlocal Agreement for Joint and Cooperative Action of Central Utah 911, to provide dispatch services, as attached hereto, is approved and shall be executed by the Mayor on behalf of Santaquin City.
2. Pursuant to Utah Code Annotated §11-13-209 (1953 as amended), a duly executed original counterpart of said Interlocal Agreement shall be filed with the City Recorder.
3. The Interlocal Agreement shall become effective upon execution by all of the parties thereto and filing a boundary action with the Utah Lieutenant Governor.
4. This Resolution shall become effective immediately.

PASSED AND APPROVED this the 21st day of April, 2020.

Mayor Kirk F. Hunsaker

ATTEST:

K. Aaron Shriley, City Recorder

**SECOND AMENDED INTERLOCAL AGREEMENT FOR JOINT
AND COOPERATIVE ACTION OF
CENTRAL UTAH 911**

This Interlocal Agreement for Joint and Cooperative Action Amending the Central Utah Regional Dispatch Agency (the “Agreement”) is made by and among Utah County (Utah), Juab County (Juab), Alpine City (Alpine), American Fork City (American Fork), Cedar Fort Town (Cedar Fort), City of Cedar Hills (Cedar Hills); Eagle Mountain City (Eagle Mtn), Elk Ridge City (Elk Ridge), Fairfield Town (Fairfield), Genola Town (Genola), Town of Goshen (Goshen), Highland City (Highland), Lehi City (Lehi), Payson City (Payson), Pleasant Gove City (Pleasant Grove), Salem City (Salem), Santaquin City (Santaquin), City of Saratoga Springs (Saratoga Springs), Spanish Fork City (Spanish Fork), Vineyard Town (Vineyard), City of Woodland Hills (Woodland Hills), and Nephi City (Nephi) (sometimes referred to herein individually as a “Party” and collectively as the “Parties”), pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq. (1953, as amended) (the “Act”). This Agreement is signed by the Parties on the dates indicated and is effective upon completion of the filing requirements of the Act.

RECITALS

A. The Act allows public agencies to jointly exercise any power, privilege, or authority exercised or capable of exercise by a Utah public agency for the betterment of itself and its constituents.

B. The Act provides that the public agencies may create a legal entity to exercise such powers, privileges, or authority.

C. The Parties share a common interest in providing dispatching emergency services for public safety agencies in unincorporated Utah and Juab Counties, as well as various cities identified herein located in Utah and Juab Counties.

D. The Parties recognize that the health and safety of residents and visitors of the Parties depend on prompt and efficient dispatch of emergency services and the Parties will exercise the powers, privileges, and authority granted through the laws of the State of Utah to achieve this purpose.

E. The Parties have found that prompt and efficient dispatching of emergency services can best be achieved by sharing resources, thus achieving economies of scale, minimizing duplication of costs, and eliminating artificial boundaries.

F. The Parties have determined that joint and cooperative action of the Parties in operating through a separate legal entity established under authority of the Act will help

implement the desired economies of scale; promote the objectives stated above as well as the health, safety, and welfare of their residents and visitors, and provide other benefits.

H. The Parties hereto desire to jointly enter into this Agreement to accomplish the purposes set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby contract, covenant, and agree as follows:

SECTION 1 - AMENDMENT

The Parties hereby amend that separate legal and administrative interlocal entity known as “Central Utah 911,” empowered under the authority of the Act to be a public agency and political subdivision of the State of Utah (the “Agency”) by adding Pleasant Gove as a member of the Agency and modifying how new members in Utah and Juab Counties may be added.

SECTION 2 - DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them in this Section, as well as such other meanings as are clear from the context:

Act: the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq.

Alternate Director: an individual appointed as an alternate to a Director as provided in this Agreement.

Agency: the Central Utah 911 Agency as amended pursuant to this Agreement.

Agency Service Area: that area serviced by the Agency, as shown on the map attached hereto as Exhibit A.

Board: the Board of Directors of the Agency, which is the governing body of the Agency.

Director: an individual appointed by a Member to serve on the Board as provided herein.

Dispatch: the act of receiving and calling out emergency services, including 911 calls, generally related to police, fire, ambulance (EMT, paramedic, etc.), or search and rescue. The events require dispatch to stay in contact with the emergency services until the incident is completed.

Facility: any property or works owned, operated, or used by the Agency in connection with the advancement of the purposes for which the Agency was created,

including, without limitation, buildings and other structures, wherever such facilities may be located, computer equipment and radios used to dispatch, relay devices and towers, and other real or personal property deemed necessary to fulfill the purposes of the Agency.

Member(s): public agencies consisting of Utah County, Juab County, Alpine City, American Fork City, Cedar Fort Town, City of Cedar Hills, Eagle Mountain City, Elk Ridge City, Fairfield Town, Genola Town, Town of Goshen, Highland City, Lehi City, Nephi City, Payson City, Pleasant Grove City, Salem City, Santaquin City, City of Saratoga Springs, Spanish Fork City, Vineyard Town, and the City of Woodland Hills, which currently constitute all of the Parties to this Agreement, and any additional Members admitted as provided in this Agreement.

Non-Member Contracting Entity: a public entity which provides emergency services that elects, by contract, to have the Agency provide dispatch services for it.

Public Entity: a political subdivision of the State of Utah or any agency of the federal government.

SECTION 3 – AGENCY PURPOSES

- A. The purposes of the Agency are to:
1. dispatch emergency services for the public safety departments of its Members;
 2. operate, administer, manage, repair, and replace equipment necessary to dispatch emergency services;
 3. enjoy economies of scale and other benefits made possible through the joint and cooperative action of the Members;
 4. train dispatchers to promptly and efficiently dispatch emergency services, to work with emergency services personnel through the conclusion of an incident, and to calm and direct members of the public who make 911 or other emergency calls to the dispatch center.
- B. The Parties recognize that the accomplishment of such purposes are in the best interests of and promote the health, safety, and general welfare of the Parties and their respective residents and visitors.

SECTION 4 – POWERS

- A. In order to accomplish the purposes of the Agency, it shall, without limitation, have the power to:
1. Own, acquire, finance, operate, maintain, repair, and replace Facilities and lease and/or dispose of such Facilities;
 2. Employ and train dispatchers to work with emergency services personnel to provide emergency services to the public;

3. Enter into contracts with public and private entities, as deemed beneficial by action of the Board;
4. Prepare, update, and implement capital improvement plans;
5. Consult and participate with the State of Utah, and other government entities on issues relating to emergency services, dispatching, allocation of funding and resources, and otherwise cooperate to provide prompt and efficient dispatching of emergency services;
6. Acquire, possess, lease, encumber, and dispose of personal and real property;
7. Contract with Non-Member Contracting Entities that wish to have the Agency dispatch for them;
8. Contract for the provision of services to or from the Agency;
9. Contract for professional services consultants;
10. Employ such persons as it deems necessary;
11. Borrow money or incur indebtedness, including the issuance of revenue and other bonds, notes, and other obligations as permitted by law;
12. Pledge, assign, or otherwise convey as security for the payment of any indebtedness, the Agency's revenues and receipts;
13. Exercise the power of eminent domain as authorized under the Act;
14. Take such other actions, engage in such other transactions, enter into such contracts and agreements, and do all other things as may be necessary, convenient, or appropriate to accomplish its purposes or carry out any of its purposes or powers;
15. Contract for property, liability, and other insurance coverages and contracts as needed to protect the Agency, its Members, Directors, officers, and employees from and against any claim and/or loss; and
16. Exercise all powers now or hereafter granted to an Interlocal entity pursuant to the Act.

SECTION 5 – GOVERNANCE

A. Board of Directors.

1. The Agency shall be governed by a Board of Directors consisting of one director appointed by each Member ("Directors").
2. Each Director shall serve at the pleasure of the Member who appointed them and continue to serve until his or her successor is appointed and qualified. If a Director resigns, dies, is removed, or is otherwise unable to finish their service, the Alternate Director shall act in the stead of the Director who is no longer available. Thereafter the Member shall appoint a new Director or a new Alternate Director in accordance with Section 5(A)(1) and 5(B)(2).

B. Transaction of Board Business; Alternate Directors.

1. Votes Required for Board Action. It requires a majority weighted vote of the Board, as set forth in the by-laws, to pass any measure.

2. **Alternate Directors.** Each Member making an appointment to the Board shall also appoint an Alternate Director for each Director it appoints to the Board, following the procedure set forth in Section 5(A)(1). The Alternate Director shall have no vote, except in the absence of the Director for whom he/she is an alternate, in which event the Alternate Director shall be authorized to cast a vote in place of the absent Director.
- C. **Board Meetings.** The Board shall hold a regular Board meeting on a monthly basis, as scheduled by the Board, and may call and convene such other special Board meetings as shall be necessary to accomplish its work.
- D. **Committees.**
 1. **Committees.** The Board may appoint such committees and sub-committees as necessary for the Agency to exercise its powers in the accomplishment of its purposes.

SECTION 6 – OFFICERS

- A. **Board Officers.** The Board shall appoint from among its Directors a chair, vice chair, and secretary/treasurer. The chair and vice chair shall be appointed to serve one year terms, and may serve up to three consecutive terms. The secretary/treasurer may be appointed to serve up to a three-year term, but may not serve consecutive terms. Except for the initial terms, all terms shall commence and end with the beginning and ending of the Agency's fiscal year. The initial chair and vice chair may serve the balance of the initial fiscal year, plus the next full fiscal year. The initial secretary/treasurer may serve the balance of the initial fiscal year, plus the next two full fiscal years. At least one of the Board Officers shall represent Juab or Nephi until June 30, 2021 after which officers may be elected from any of the Members' directors.
- B. **Executive Director.** The Board may appoint an executive director, who shall be a paid employee of the Agency. The executive director shall be employed at the discretion of the Board and shall be responsible to the Board for the proper and efficient administration of the Agency. The executive director shall plan, organize, and direct Agency activities as directed by the Board, appoint and, subject to applicable law, remove employees, authorize expenditures within the budget approved by the Board, and take such other actions which are authorized from time to time by the Board.

SECTION 7 – FISCAL YEAR

The fiscal year for the Agency shall be from and including July 1 through the following June 30.

SECTION 8 – BUDGET AND FINANCING

- A. **Budgets.** The budget for the Agency shall be established and maintained by the Board. Tentative budgets shall be prepared by the Board on or before March 1 each year and submitted to each Director. The final budget shall be adopted by the Board during June of each year.
- B. **Funding and Assessments.** 911 monies from each Member will be assigned to the Agency. In addition, the Agency shall make assessments to the Members to make up for the difference between the 911 monies and the costs to operate the Agency. Such assessments shall be apportioned among the Members on such basis as the Board determines proper, in its sole discretion. The Agency will notify Members of its proposed budget by March 1 of each year and invoice for the same on or about July 1 each year. Each Member shall pay the assessment within thirty (30) days of being invoiced. Any Member which does not pay assessments will subject them to expulsion from the Agency, or such other sanctions as the Board determines equitable under all the circumstances. A Director representing a Member or other entity which has not paid its assessment may not vote on any matter during any period in which the Member or other entity is delinquent on payment of any assessment.
- C. **Advances of Funds; Contributions.** Contributions or advances of funds or of personnel, supplies, equipment, or property may be made to the Agency by any Member or Non-Member Contracting Entity to accomplish the purposes of the Agency. Any such advance may be made subject to reimbursement as agreed by the Member, any Non-Member Contracting Entity, and the Agency.
- D. **Project Financing.** A Project may be financed in whole or in part by the issuance of bonds and/or notes of the Agency payable from or secured by the revenues and receipts derived from the ownership and operation of such Project. No Member, nor any entity represented on the Agency Board, shall be liable for any bond, note, indebtedness, or other obligation incurred by the Agency, nor liable for the indebtedness of any other Member, nor liable for any indebtedness or other obligation with respect to a Project, other than the obligations of such Member arising under its contracts with the Agency related to each separate Project.

SECTION 9 – TERM

The Agency shall exist for the later of fifty (50) years from the effective date of this Agreement, or five years after it has fully paid or otherwise discharged all of its indebtedness, as authorized by §11-13-204(3)(a) and (b) of the Act. Existing or future provisions of the Act allowing for a longer term automatically extend the term of this Agreement to the longest term allowed by the Act. An amendment to this Agreement may extend the term. The term shall commence when this Agreement is adopted by each Member and approved by an attorney for each Member, as provided in the Act, placed

with the keeper of records of each Member, and provisions of the Act required for initial formation of the Agency have been completed.

SECTION 10 – ADDING FUTURE MEMBERS

Governmental entities operating public safety departments that are located in Utah or Juab Counties may join the Agency by following the procedures in this section without the necessity of amending this Agreement. Future members are admitted when the Board has approved an application by an entity seeking admission to the Agency, the entity has adopted a resolution accepting the interlocal agreement, as it may have been amended at the time of admittance of the future member, executed the appropriate interlocal agreement, and paid the required membership fee.. Newly admitted members to the Agency will be assessed a membership fee equal to the pro-rata portion of the value of assets owned by the Agency at the time of admittance. The membership fee shall be determined by taking the value of the Agency assets and dividing that number by the proportion of each Member=s contribution to the total Agency budget for the previous fiscal year, along with what the New Member’s contribution would have been. Newly admitted members shall have equal footing with all Members upon being added as Members.

SECTION 11 – WITHDRAWAL

A Member may withdraw from the Agency subject to such terms and conditions as shall be specified in a withdrawal agreement between the Member and the Agency. Such withdrawal shall not affect any contractual liability of such Member to the Agency or to other Members. No Member shall be permitted to withdraw if such withdrawal would cause the Agency’s existence to terminate, or otherwise cause the Agency to be in violation of any contract or bond obligation set forth in any indenture, contract, or other agreement with any third party, except upon consent of the Board. A withdrawing Member is not entitled to receive any of the assets of the Agency upon its withdrawal. One year’s notice of intent to withdraw must be given prior to the end of a fiscal year.

SECTION 12 – TERMINATION

- A. The Agency shall be terminated and dissolved upon a unanimous vote of the Board.
- B. Upon termination, the Members are entitled to receive a distribution of Agency assets, based upon their individual capital contributions to the Agency. If capital contributions cannot be determined, the Members may distribute the assets in an equitable manner, as shall be determined by the Board in its discretion.
- C. If the Members cannot agree on an equitable distribution, they shall resort to mediation to resolve the conflict. If mediation does not resolve the disagreement, an arbiter shall be

chosen by the Board, who shall hear arguments of the Parties and make a distribution. The distribution made by the arbiter shall be final and non-appealable.

SECTION 13 – MISCELLANEOUS

- A. This Agreement is governed by the laws of the State of Utah.
- B. The Members and any Non-Member Contracting Entity shall not be deemed to be partners, joint venturers, or associated in any manner which obligates them for the debts, defaults, or mistakes of any other party, or which renders them liable for the debts or obligations of the Agency.
- C. Should any part, term, or provision of this Agreement be held by a court of proper jurisdiction as void, illegal, in conflict with any law, or otherwise rendered unenforceable, the validity of the remaining portions shall not be affected, unless the purposes of the Agency are thwarted thereby.
- D. Directors shall have no liability to any Member for any act or omission in the performance of his/her duties as a Director.
- E. The Agency shall defend, indemnify, and hold harmless the Directors, officers, and employees for any action taken within the scope of the authority of the Agency.
- F. The Agency is entitled to the protections, obligations, and responsibilities conferred on public agencies by the Utah Governmental Immunities Act.
- G. This Agreement is unique to the Members hereof, and is, therefore, not assignable, though qualified public entities may be added according to the procedure set forth herein.
- H. This Agreement shall only be amended, in writing, upon the unanimous approval of the Members hereof.

SECTION 14 – NOTICE TO THE LIEUTENANT GOVERNOR

The governing body of each Party to this Agreement shall: (i) within 30 days after the date of the Agreement, jointly file with the Lieutenant Governor of the State of Utah a copy of a notice of an impending boundary action, as required in the Act; and submit to the recorders of Utah County and Juab County mylar plats showing the new boundaries of the Agency..

SECTION 15 – FILING OF THIS AGREEMENT

This Agreement shall take effect upon the filing of a fully-executed copy of this Agreement with the keeper of records of each of the Parties hereto.

NEPHI CITY

Authorized by Resolution No. _____, adopted on _____, 2018

NEPHI CITY by:

GLADE NIELSON, Mayor

Attest:

Lisa E. Brough, City Recorder

Approved as to form and compliance
with applicable law:

KASEY WRIGHT, City Attorney

JUAB COUNTY

Authorized by Resolution No. _____, adopted on _____, 2018

JUAB COUNTY by:

RICK CARLTON,
County Commission Chair

Attest:

Clinton Painter, County Clerk

Approved as to form and compliance
with applicable law:

AnnMarie Howard, Deputy County Attorney

SPANISH FORK CITY

Authorized by Resolution No. _____, adopted on _____, 2018

SPANISH FORK CITY by:

STEVE LEIFSON, Mayor

Attest:

KENT R. CLARK, City Recorder

Approved as to form and compliance
with applicable law:

S. JUNIOR BAKER, City Attorney

PAYSON CITY

Authorized by Resolution No. _____, adopted on _____, 2018

PAYSON CITY by:

BILL WRIGHT, Mayor

Attest:

Sara Hubbs, City Recorder

Approved as to form and compliance
with applicable law:

Mark Sorenson, City Attorney

SALEM CITY

Authorized by Resolution No. _____, adopted on _____, 2018

SALEM CITY by:

KURT L. CHRISTENSEN, Mayor

Attest:

Jeffrey D. Nielson, City Recorder

Approved as to form and compliance
with applicable law:

S. Junior Baker, City Attorney

UTAH COUNTY

Authorized by Resolution No. _____, adopted on _____, 2018

UTAH COUNTY by:

NATHAN IVIE,
County Commission Chair

Attest:

Bryan Thompson, County Clerk

Approved as to form and compliance
with applicable law:

JEFFREY R. BUHMAN
By Deputy

SANTAQUIN CITY

Authorized by Resolution No. _____, adopted on _____, 2018

SANTAQUIN CITY by:

KIRK HUNSAKER, Mayor

Attest:

K. Aaron Shirley, City Recorder

Approved as to form and compliance
with applicable law:

Brett Rich, City Attorney

GENOLA TOWN

Authorized by Resolution No. _____, adopted on _____, 2018

GENOLA TOWN by:

MARTY LARSON, Mayor

Attest:

Lucinda Daley, Town Clerk

Approved as to form and compliance
with applicable law:

, City Attorney

AMERICAN FORK CITY

Authorized by Resolution No. _____, adopted on _____, 2018

AMERICAN FORK CITY by:

BRAD FROST, Mayor

Attest:

TERILYN LURKER, City Recorder

Approved as to form and compliance
with applicable law:

TIM MERRILL, City Attorney

ALPINE CITY

Authorized by Resolution No. _____, adopted on _____, 2018

ALPINE CITY by:

TROY STOUT, Mayor

Attest:

CHARMAYNE WARNOCK, City Recorder

Approved as to form and compliance
with applicable law:

DAVID CHURCH, City Attorney

LEHI CITY

Authorized by Resolution No. _____, adopted on _____, 2018

LEHI CITY by:

MARK JOHNSON, Mayor

Attest:

MARILYN BANASKY, City Recorder

Approved as to form and compliance
with applicable law:

RYAN WOOD, City Attorney

CITY OF SARATOGA SPRINGS

Authorized by Resolution No. _____, adopted on _____, 2018

CITY OF SARATOGA SPRINGS by:

JIM MILLER, Mayor

Attest:

CINDY LoPICCOLO, City Recorder

Approved as to form and compliance
with applicable law:

KEVIN THURMAN, City Attorney

CITY OF CEDAR HILLS

Authorized by Resolution No. _____, adopted on _____, 2018

CITY OF CEDAR HILLS by:

JENNEY REES, Mayor

Attest:

COLLEEN MULVEY, City Recorder

Approved as to form and compliance
with applicable law:

DAVID CHURCH, City Attorney

EAGLE MOUNTAIN CITY

Authorized by Resolution No. _____, adopted on _____, 2018

EAGLE MOUNTAIN CITY by:

TOM WESTMORELAND, Mayor

Attest:

FIONNUALA KOFOED, City Recorder

Approved as to form and compliance
with applicable law:

JEREMY COOK, City Attorney

ELK RIDGE CITY

Authorized by Resolution No. _____, adopted on _____, 201_

ELK RIDGE CITY by:

TY ELLIS, Mayor

Attest:

ROYCE SWENSEN, City Recorder

Approved as to form and compliance
with applicable law:

, City Attorney

CITY OF WOODLAND HILLS

Authorized by Resolution No. _____, adopted on _____, 2018

CITY OF WOODLAND HILLS by:

WENDY PRAY Mayor

Attest:

JODY STONES, City Recorder

Approved as to form and compliance
with applicable law:

DAVID CHURCH, City Attorney

HIGHLAND CITY

Authorized by Resolution No. _____, adopted on _____, 2018

HIGHLAND CITY by:

ROD MANN, Mayor

Attest:

CINDY QUICK, City Recorder

Approved as to form and compliance
with applicable law:

, City Attorney

CEDAR FORT TOWN

Authorized by Resolution No. _____, adopted on _____, 2018

CEDAR FORT TOWN by:

DAVID GUSTIN, Mayor

Attest:

CARA LYON, City Recorder

Approved as to form and compliance
with applicable law:

DAVID CHURCH, City Attorney

FAIRFIELD TOWN

Authorized by Resolution No. _____, adopted on _____, 2018

FAIRFIELD TOWN by:

MICHAEL J. BURCH, Mayor

Attest:

CHYANNE SOFFEL, City Recorder

Approved as to form and compliance
with applicable law:

, City Attorney

TOWN OF GOSHEN

Authorized by Resolution No. _____, adopted on _____, 2018

TOWN OF GOSHEN by:

FRED JENSEN , Mayor

Attest:

RACHEL PENA, Town Clerk

Approved as to form and compliance
with applicable law:

, City Attorney

VINEYARD TOWN

Authorized by Resolution No. _____, adopted on _____, 2018

VINEYARD TOWN by:

JULIE FULLMER, Mayor

Attest:

PAMELA SPENCER, City Recorder

Approved as to form and compliance
with applicable law:

DAVID CHURCH, City Attorney

PLEASANT GROVE CITY

Authorized by Resolution No. _____, adopted on _____, 2020

PLEASANT GROVE CITY by:

GUY L. FUGAL, Mayor

Attest:

KATHY T. KRESSER, City Recorder

Approved as to form and compliance
with applicable law:

CHRISTINE PETERSEN, City Attorney



MEMORANDUM #3

To: Santaquin City Mayor & Council
From: Benjamin A. Reeves, Santaquin City Manager
Date: April 21, 2020
Subject: Summit Ridge Development Agreement (SRDA) Amendment #2

Mayor & Council,

We are excited to report that all of the city's requests, from a complete release of the reversionary clause for our 35-acre soccer complex to the phased improvements to the Harvest View playground, parking, and full phased construction of Harvest View Drive (ROW), have all been included in the Second Amendment to the Summit Ridge Development Agreement. The agreement also provides other benefits with regard to the installation of park & trail systems by the developers without the expense of installation and maintenance to be borne by the city. All in all, it is a very good amendment for the city and for each of the respective development parties. With that said, there was one semi-substantive change for which we want to make you aware and seek your concurrence through a vote of ratification.

Regarding Harvest View Drive, the development group would normally be responsible for half of the road ROW plus ten feet because they are the first to build. As it stands today, DR Horton will front the ROW entirely on the east side of the road. However, as part of this agreement, they are now fully improving the ROW on the west side as well. Doing so will benefit the two property owners on the west (*i.e. Santaquin City and SAQ Properties*). Because there is a third party beneficiary, HG-Utah-1 has asked that when, or if, SAQ decides to develop their property, that they would have to reimburse HG-Utah-1 for their 50% of the ROW costs proportional to their amount of frontage on that road that benefits their future development. (*This provision has a 10-year sunset/expiration clause*).

This new provision does not result in any cost to the city. It also proportionately shares the costs of the ROW with all benefiting parties fairly. As such, this provision was added to the agreement and executed by the Mayor pursuant to your April 7th approval. A vote of ratification in this regard is merely a formal acknowledgement and consent to said modifications.

Thank you!

RESOLUTION 04-10-2020

A RESOLUTION RATIFYING THE EXECUTION OF THE SECOND AMENDMENT TO THE ANNEXATION AND DEVELOPMENT AGREEMENT FOR SUMMIT RIDGE RELATED TO OPEN SPACE REQUIREMENTS AND PARK DEDICATION, WITH UPDATED TERMS FROM RESOLUTION 04-07-2020, PREVIOUSLY APPROVED ON APRIL 7, 2020.

WHEREAS, the Santaquin City Council Approved “Resolution 04-07-2020, a Resolution Approving the Second Amendment to the Summit Ridge Annexation and Development Agreement Related to Open Space Requirements and Park Dedication” conditional upon approval of Santaquin City Legal Counsel, Mr. Brett B. Rich; and

WHEREAS, pursuant to said condition, the language and terms of the Agreement were updated by the legal counsels of all participating parties until they met the approval of Mr. Rich (see attached); and

WHEREAS, one or more of the updates to the language may be considered substantive in nature and thus would be most appropriately reviewed and ratified by the Santaquin City Council;

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE SANTAQUIN CITY COUNCIL TO RATIFY THE MAYOR’S EXECUTION OF THE ATTACHED UPDATED VERSION OF THE SECOND AMENDMENT TO THE ANNEXATION AND DEVELOPMENT AGREEMENT FOR SUMMIT RIDGE RELATED TO OPEN SPACE REQUIREMENTS AND PARK DEDICATION AS FOLLOWS:

SECTION 1: The Santaquin City Council hereby ratifies the Mayor’s execution of the Second Amendment to the Annexation and Development Agreement for Summit Ridge, which was previously authorized by Santaquin City Resolution 04-07-2020 (See Attached).

SECTION 2: This Resolution shall become effective upon passage.

Approved and Passed this 21st day of April 2020.

Kirk F. Hunsaker, Mayor

Attest:

K. Aaron Shirley, City Recorder

After Recording Mail To:
HG Utah 1, LLC
Attn: Robb Horlacher
1 Summit Ridge Parkway
Santaquin, UT 84655

Affects Parcel Nos.:

32:021:0061

SECOND AMENDMENT TO
ANNEXATION AND DEVELOPMENT AGREEMENT
FOR SUMMIT RIDGE

This Second Amendment to Annexation and Development Agreement (“**Second Amendment**”) is entered into as of the _____ day of April, 2020 by and between, on the one hand, HG-Utah 1, LLC, a Utah limited liability company (“**Developer**”), Utah Summit Partners, LLC, a Utah limited liability company (“**USP**”), and on the other hand, Santaquin City, a Utah municipality (“**City**”). The Developer, USP and City are sometimes referred to individually as a “**Party**” or collectively, as the “**Parties**.”

RECITALS

A. WHEREAS, that certain Annexation and Development Agreement for the Summit Ridge Project Area was entered into December 6, 2000 and recorded in the official records of the Utah County Recorder, December 28, 2000 as Entry No. 102458:2000 and the official records of the Juab County Recorder, December 28, 2000 as Entry No. 00222421 (the “**Original Development Agreement**”).

B. WHEREAS, that certain First Amendment to Annexation and Development Agreement dated October 25, 2006 was recorded in the official records of the Utah County Recorder on October 31, 2006 as Entry No. 144933:2006, and the official records of the Juab County Recorder, October 31, 2006 as Entry No. 00245622 (the “**First Amendment**” and together with the Original Development Agreement, the “**Development Agreement**”). The First Amendment covered a portion of the property under the Original Development Agreement, described in the First Amendment as the “**Land**.”

C. WHEREAS, after the effective date of the First Amendment, Developer purchased the Land and then conveyed certain portions of the Land to USP, as described in Exhibit A (the “**USP Property**”).

D. WHEREAS, Developer and USP desire to amend certain terms and provisions of the

Development Agreement with respect to the improvement and dedication of parks, open space and public facility sites upon the Land to which this Agreement applies, as defined in Exhibit B. The Parties find that the terms and conditions set forth in this Second Amendment are consistent with the planning objectives and goals of the approved Planned Community Program for the Summit Ridge Project Area approved pursuant to Ordinance No. 5-2-2000, and with the Santaquin City General Plan. The remaining terms and provisions of the Development Agreement that are not specifically amended in the Second Amendment shall continue in full force and effect.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Section 2.12 of the First Amendment (amending Section 4.5.1.1 of the Original Development) is replaced with the following:

4.5.1.1 **Park Sites and Open Area.** Developer shall include park sites and open space within the Land to which this Agreement applies sufficient to satisfy the acreage and improvement requirements set forth under this Subsection. “**Parks**” shall meet the definition of and be similar in nature to the “**Community**”, “**Neighborhood**” or “**Pocket Parks**” as set forth in that certain Parks, Recreation, Trails and Open Space Master Plan prepared and adopted in November 2016 (the “**Santaquin Parks Plan**”) or other areas platted as Parks and mutually agreed upon by the applicable Parties. Parks that are dedicated to the City upon the recording of the applicable plat are referred to as “**City Parks**” whereas Parks that are privately owned and privately maintained are referred to as “**Private Parks**.” “**City Open Space**” is defined as areas within the Land to which this agreement applies as mutually agreed upon by the applicable Parties, which may include natural open space and may be comprised of hillside, wetlands, hazard areas, or other areas. City Open Space shall be minimally improved in accordance with the Santaquin City Trail Standards and requirements specified in the First Amendment with appropriate connectivity. City Open Spaces shall be improved by the Developer and maintained by a Homeowners Sub-Association. City Open Space shall be dedicated by Special Warranty Deed to the City upon the recording of the applicable plat.

The Homeowners Sub-Associations to be formed that will govern certain aspects of the subdivisions created within the Land to which this Agreement applies, shall be responsible for the maintenance and repair of the Private Parks and City Open Space included within any such Homeowners Sub-Association’s plat. Neither the City nor the Master Homeowner Association shall have any responsibility for costs associated with such maintenance or repairs.

The amount of required acreage for Parks and Open Space within the Summit Ridge Project Area shall be calculated using the rate of 5 acres of land dedication per thousand residents, utilizing an average density of 3.7 residents per household, adjusted for the type of Park/Open Space identified in the table below as follows:

$((\text{number of lots} \times 3.7) / 1,000 \text{ residents}) \times 5 \text{ acres} \times \text{Credit Percentage} = \text{the "Required Park/Open Space Acreage."}$

Category of Park Site/ Open Area	Credit Toward Required Park Acreage
Private Parks	80.0%
City Open Space	20.0%
City Parks	100%

By way of example, if 2,600 lots are platted within the Summit Ridge Project Area at full build-out, the Required Park/Open Space Acreage would equal 48.1 acre credits. The City acknowledges having previously accepted the fee title land dedication of: (a) Sunset Trails Park, 2.8 acres; and (b) Stone Hollow I Park, 12.5 acres, which, with a 100% credit for these areas as City Parks, comprise 15.3 acres of the Required Park/Open Space Acreage. The City further acknowledges that the following acreages shall be included with a 100% credit in the Required Park/Open Space Acreage upon the recording of the applicable final plat: (i) The Hills Dog Park, 0.7 acres; and (ii) The Hills Park, 3.66 acres.

Except as specifically set forth below, if a shortfall of dedication is created all shortfalls in the Required Park / Open Space Acreage of this section shall be resolved, at the election of Developer, by: (A) the dedication of real property located within the same final plat; (B) the purchase and installation of park improvements having a value in the amount of the shortfall acreage on dedicated property, but only if mutually agreed upon by the applicable Parties; or (C) payment in lieu of either of the foregoing in an amount equivalent to the value of such shortfall acreage, but only if mutually agreed upon by the applicable Parties. Developer shall not seek reimbursement from the City in the form of impact fee reimbursement for any such improvements made to compensate for the shortfall, as would otherwise be allowed under the Development Agreement. Developer shall continue to be entitled to seek reimbursement from the City in the form of impact fee reimbursements for other Park improvements, as set forth in the Development Agreement.

2. The Summit Ridge Townhomes Development. On January 21, 2020, D.R. Horton and the Developer jointly filed an application with the City for the Summit Ridge Townhome Development ("Town Development"). The application outlines the development of approximately 8-acres of Private Park and Private Open Space. Utilizing the Required Park/Open Space Dedication calculation methodology outlined in paragraph 1, this results in a shortfall of 1.6 acres of land dedicated for Parks and Open Space. In lieu of said dedication, and if D.R. Horton closes upon the purchase of the applicable phases, the applicable Parties agree to the following:

2.1 Phase 1 – Prior to the completion of Phase 1 of the Town Development, Developer shall, at its sole expense, cause to be constructed a playground, the design of which is

mutually agreed upon by the applicable Parties, at the Harvest View Sports Complex. In addition, Developer shall cause to be installed additional road-base to provide additional parking at the Harvest View Sports Complex of a quantity and design substantially as set forth in Exhibit C to this Amendment.

2.2 Phases 2-4 – In conjunction with the construction and installation of the eastern portion of Harvest View Drive during the development of Phases 2-4 of the Town Development, Developer shall, at its sole expense, cause to be constructed the structural fill, road base, asphalt and curb and gutter for the incremental western portion of Harvest View Drive (the “**Reimbursable Work**”), the design of which is mutually agreed upon by the applicable Parties while also meeting Santaquin City Construction Standards and applicable geotechnical report recommendations. As consideration for Developer’s performance of the Reimbursable Work, the City and Developer shall enter into a connector’s agreement, such that the owners of that portion of real property identified in the Utah County Recorder’s Office as parcel number 32:021:0061, which may benefit from the installation of Harvest View Drive shall be required to pay their proportionate share of such Reimbursable Work prior to the City’s authorization of such property owner connecting to Harvest View Drive. The City and Developer shall execute the connector’s agreement prior to Developer’s commencement of the Reimbursable Work and shall remain in effect for a period of ten (10) years.

3. Section 2.14 of the First Amendment (amending Section 4.6.1.4 of the Original Development Agreement) is deleted in its entirety and replaced with the following:

4.6.1.4 Public Facility Site. Also in lieu of the construction of any golf course as provided in section 4.5.1.2, Developer has now dedicated to the City, free and clear of liens and encumbrances, by special warranty deed, a specific portion of real property consisting of thirty-five acres as a Public Facility Site, which is more particularly described in Exhibit D hereto. Developer and USP hereby agree and acknowledge the City has complied with the terms and conditions previously imposed on such dedication and in partial consideration of the execution of this Second Amendment, hereby release all options and first rights of refusal contained in the First Amendment of the Development Agreement, except as outlined in this paragraph. City is free to continue development of all or part of the Public Facility Site and to sell any portion of the Public Facility Site to governmental or quasi-governmental entities for development, so long as the City requires that any such development does not compete with the business and development of Developer for a period of ten years from the execution of this Second Amendment and is a complementary part of the municipality’s master plan for the site. In addition, the City may develop or sell the Public Facility Site for commercial purposes, provided that Developer shall be given the right of first offer to work with the City as a joint venture partner in developing such land. Each right of first offer shall expire, unless accepted by Developer within sixty days of the City’s extension of the offer. This general right of first offer shall expire ten years after the execution of this Second Amendment. If Developer fails to exercise a right of first offer to participate with the City as a joint venture partner, the City may sell that portion of the acreage for commercial development

purposes provided that the City requires that transferee's use of the property will not compete with the business and development of the Developer for a period of ten years from the execution of this Second Amendment, and is a complementary part of the municipality's master plan for the site. The City acknowledges that under the Development Agreement, Developer has the right to approve any development of the Public Facility Site for compliance with this Amendment and consistency with the Development Agreement, including meeting the aesthetics and development standards of the overall Summit Ridge Project Area, which approval shall not be unreasonably withheld or delayed.

4. Section 4.6.1.1 of the Original Development Agreement is amended as follows:

Section 4.6.1.1 Developer's Obligations. As indicated in section 1, developer shall donate to the City a three and sixty-six/one-hundredths (3.66) acre site, known as The Hills Park, as designated on the Summit Ridge Development Plan. The Original Agreement intended this property would be used to construct a Fire Station. The Parties hereby agree that in lieu of a Fire Station, the City may use this property for any public purpose so long as the City constructs a Fire Station on any portion of the Public Facility Site established pursuant to Section 4.6.1.4.

5. Notification. Developer shall provide an executed copy of this Second Amendment to D.R. Horton, Inc., an applicant for development of a portion of the Land, and shall return to the City an acknowledgement from D.R. Horton that it has received and reviewed said copy and understands and agrees that the Second Amendment will apply to D. R. Horton's application for development of the Land, which is pending.

6. Recitals. The Recitals to this Agreement are fully incorporated herein.

7. Acknowledgement. By signing below, each of the Parties acknowledges that all of the property described in Exhibit B, shall be subject to the terms of this Second Amendment.

8. Counterparts. This Second Amendment may be executed in duplicate counterparts, each of which is deemed to be an original.

[Signatures on following pages]

SANTAQUIN CITY

Kirk F. Hunsaker, Mayor

ATTEST:

K. Aaron Shirley, City Recorder

APPROVED AS TO FORM:

Brett B. Rich, City Attorney

**HG-UTAH-1, LLC,
A Utah Limited Liability Company**

Robb Horlacher, Manager

STATE OF UTAH

ss:

COUNTY OF UTAH

On this ____ day of _____, 2020, personally appeared before me Robb Horlacher, who is personally known to me and after being duly sworn stated that he is the Manager of HG-UTAH-1, LLC; that he is authorized to execute this Agreement on behalf of HG-UTAH-1, LLC; and that he executed the same.

Notary Public

**As to the USP Property:
UTAH SUMMIT PARTNERS, LLC,
A Utah Limited Liability Company**

Kevin Anglesey

STATE OF UTAH

ss:

COUNTY OF UTAH

On this ____ day of _____, 2020, personally appeared before me Clark Ivory, who is personally known to me and after being duly sworn stated that he is the Manager of Utah Summit Partners, LLC; that he is authorized to execute this Agreement on behalf of Utah Summit Partners, LLC; and that he executed the same.

Notary Public

And

Rick Salisbury

STATE OF UTAH

ss:

COUNTY OF UTAH

On this ____ day of _____, 2020, personally appeared before me Rick Salisbury, who is personally known to me and after being duly sworn stated that he is the Manager of Utah Summit Partners, LLC; that he is authorized to execute this Agreement on behalf of Utah Summit Partners; and that he executed the same.

Notary Public

EXHIBIT A

(Legal Description of Utah Summit Partners, LLC Property)

UTAH SUMMIT PARTNERS PROPERTY

PARCEL 1:

Beginning at a point on a curve located South 00°02'54" East along the section line 206.15 feet and West 145.79 feet from the Northwest corner of Section 15, Township 10 South, Range 1 East, Salt Lake Base and Meridian, said curve turning to the right through an angle of 62°55'17", having a radius of 261.50 feet, and whose long chord bears North 71°00'40" East 272.96 feet to a point of intersection with a non-tangential line; thence South 71°03'09" East for a distance of 74.59 feet to a point on a line; thence South 77°12'35" East for a distance of 91.06 feet to the beginning of a curve, said curve turning to the right through 86°13'06", having a radius of 15.00 feet, and whose long chord bears South 34°06'02" East for a distance of 20.50 feet to the beginning of a non-tangential curve, said curve turning to the left through an angle of 97°34'07", having a radius of 948.56 feet, and whose long chord bears South 39°45'39" East for a distance of 1427.08 feet to a point of intersection with a non-tangential line; thence South 88°35'00" East for a distance of 1.27 feet to a point on a line; thence South 88°35'00" East for a distance of 550.77 feet to a point on a line; thence South 01°26'00" West for a distance of 2681.18 feet to a point on a line; thence North 62°24'35" West for a distance of 177.75 feet to a point on a line; thence North 67°55'10" West for a distance of 213.52 feet to a point on a line; thence North 67°55'10" West for a distance of 74.45 feet to a point on a line; thence North 76°39'17" West for a distance of 140.80 feet to a point on a line; thence South 87°08'15" West for a distance of 80.10 feet to a point on a line; thence North 68°32'14" West for a distance of 55.56 feet to a point on a line; thence North 12°06'53" West for a distance of 146.72 feet to a point on a line; thence North 32°47'13" West for a distance of 140.18 feet to a point on a line; thence North 64°18'15" West for a distance of 130.80 feet to a point on a line; thence North 32°10'55" West for a distance of 195.51 feet to a point on a line; thence North 00°50'37" East for a distance of 71.19 feet to a point on a line; thence North 10°32'32" West for a distance of 207.29 feet to a point on a line; thence North 25°30'53" West for a distance of 194.41 feet to a point on a line; thence North 43°45'53" West for a distance of 161.23 feet to a point on a line; thence North 86°52'37" West for a distance of 172.50 feet to a point on a line; thence North 44°26'25" West for a distance of 65.73 feet to a point on a line; thence North 06°29'53" East for a distance of 189.47 feet to a point on a line; thence North 20°54'54" West for a distance of 202.99 feet to a point on a line; thence North 59°09'39" East for a distance of 79.92 feet to a point on a line; thence North 20°11'13" East for a distance of 147.65 feet to a point on a line; thence North 08°22'00" West for a distance of 260.62 feet to a point on a line; thence North 10°49'12" West for a distance of 204.25 feet to a point on a line; thence North 38°10'30" West for a distance of 335.17 feet to a point on a line; thence North 50°20'10" East for a distance of 195.48 feet to a point on a line; thence North 16°50'29" East for a distance of 60.45 feet to a point on a line; thence North 51°45'17" East for a distance of 105.00 feet to the beginning of a non-tangential curve, said curve turning to the right through an angle of 20°21'33", having a radius of 1242.56 feet, and whose long chord bears North 28°03'56" West for a distance of 439.21 feet; thence North 17°53'09" West for a distance of 84.36 feet to a point on a line; thence North 19°39'19" West for a distance of 50.03 feet to a point on a line; thence North 15°12'24" West for a distance of 204.31 feet to a point on a line; thence North 09°28'37" West for a distance of 76.34 feet to a point on a line; thence North 03°04'44" West for a distance of 66.48 feet to a point on a line; thence North 00°00'00" East for a distance of 48.91 feet to a point on a line; thence South 80°12'46" West a distance of 71.83 feet to the point of beginning.

Contains: ±85.13 Acres

PARCEL 2:

Commencing North 2,623.5 feet and East 1,213.22 feet from the Southwest corner of Section 10, Township 10 South, Range 1 East, Salt Lake Base and Meridian; thence South 00°56'09" East 1,351.37 feet; thence South 89°50'00" West 94.78 feet; thence South 89°50'00" West 75.18 feet; thence along a curve to the left (chord bears: North 06°52'21" East 726.05 feet, radius = 2,790 feet) arc length = 728.11 feet; thence North 00°36'15" West 632.48 feet; thence South 88°39'17" East 67.7 feet to the point of beginning.

LESS AND EXCEPTING from Parcel 2 any portion of said land lying East of the following line:

Commencing South 89°29'08" East 1,220.71 feet along the quarter section line from the West 1/4 corner of Section 10, Township 10 South, Range 1 East, Salt Lake Base and Meridian; thence South 0°19'30" East 169.20 feet; thence South 2°37'00" East 91.00 feet; thence South 0°38'00" East 1,020.00 feet; thence South 1°26'00" East 90.31 feet to the point of beginning.

Remainder Contains: ±0.81 Acres

PARCEL 3:

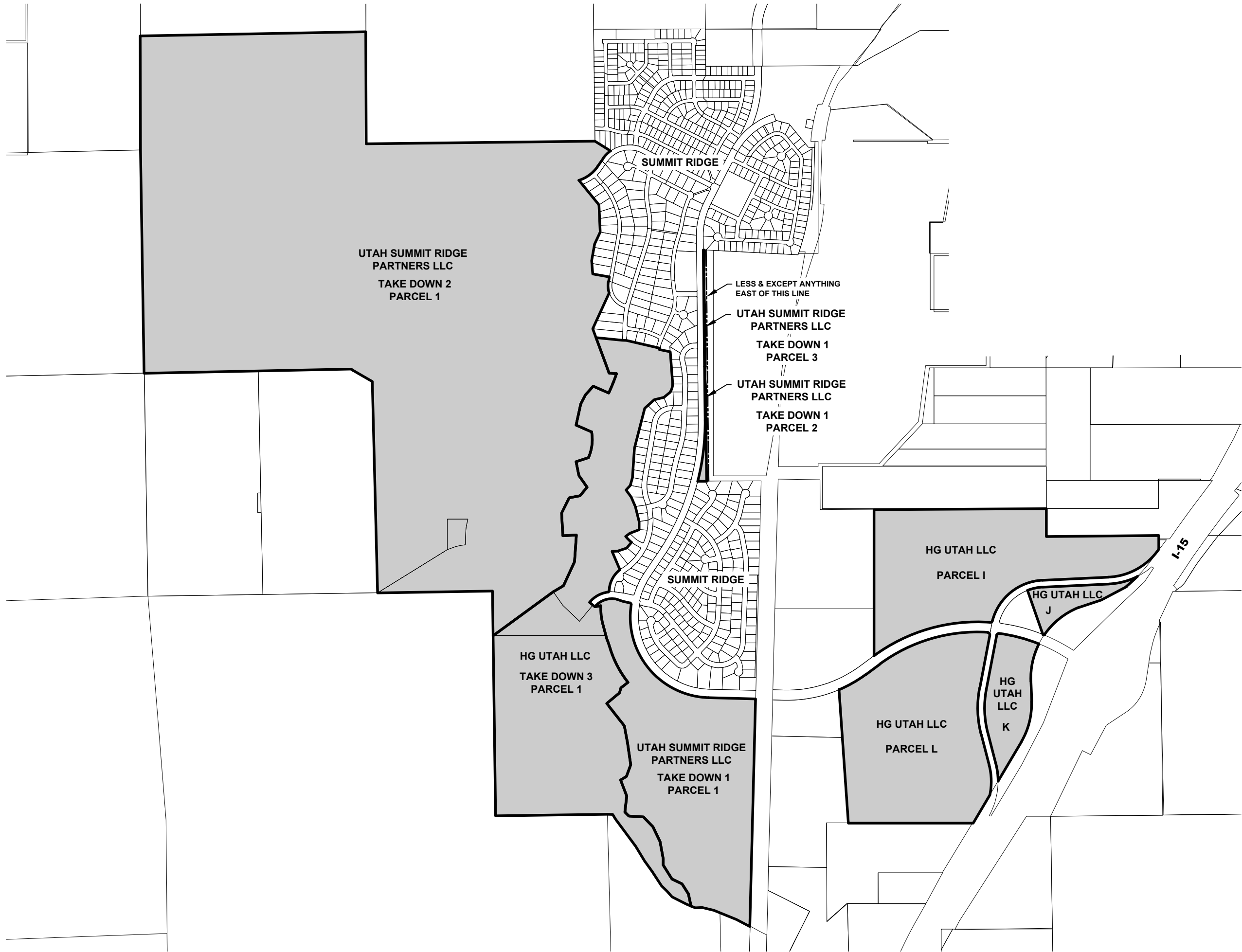
Commencing North 2,623.6 feet and East 1,213.27 feet from the Southwest corner of Section 10, Township 10 South, Range 1 East, Salt Lake Base and Meridian; thence North 00°56'09" West 1,369.42 feet; thence North 87°02'00" West 59.86 feet; thence South 00°36'15" East 1,370.83 feet; thence South 88°39'17" East 67.71 feet to the point of beginning.

LESS AND EXCEPTING from Parcel 3 any portion of said land lying East of the following line:

Commencing South 89°55'46" East 1314.64 feet along the Section line and South 01°00'24" East 1281.58 feet and North 87°02'00" West 51.46 feet from the Northwest Corner of Section 10, Township 10 South, Range 1 East, Salt Lake Base and Meridian; thence South 0°01'00" West 410.00 feet; thence South 01°34'00" East 103.00 feet; thence South 1°08'30" East 201.00 feet; thence South 0°19'30" East 364.40 feet to the point of beginning.

Remainder Contains: ±0.25 Acres

U:\0 - LEI PROJECTS\2019\0081 SUMMIT RIDGE TOWN STONE\EXHIBITS\9-0081 DEVELOPMENT AGREEMENT EXHIBIT.DWG 4/14/2020 4:18 PM



SUMMIT RIDGE
SANTAQUIN, UTAH
DEVELOPMENT AGREEMENT AREA EXHIBIT

REVISIONS	
1 -	
2 -	
3 -	
4 -	
5 -	

LEI PROJECT #:
2019-0081
DRAWN BY:
RWH
DESIGNED BY:
NKW
SCALE:
1" = 1100'
DATE:
04/14/2020

EXHIBIT B

**(Property subject to the Second Amendment to Annexation and Development Agreement
for Summit Ridge)**

OVERALL PROPERTY LEGAL DESCRIPTION

TAKE DOWN 1

PARCEL 1:

Beginning at a point on a curve located South 00°02'54" East along the section line 206.15 feet and West 145.79 feet from the Northwest corner of Section 15, Township 10 South, Range 1 East, Salt Lake Base and Meridian, said curve turning to the right through an angle of 62°55'17", having a radius of 261.50 feet, and whose long chord bears North 71°00'40" East 272.96 feet to a point of intersection with a non-tangential line; thence South 71°03'09" East for a distance of 74.59 feet to a point on a line; thence South 77°12'35" East for a distance of 91.06 feet to the beginning of a curve, said curve turning to the right through 86°13'06", having a radius of 15.00 feet, and whose long chord bears South 34°06'02" East for a distance of 20.50 feet to the beginning of a non-tangential curve, said curve turning to the left through an angle of 97°34'07", having a radius of 948.56 feet, and whose long chord bears South 39°45'39" East for a distance of 1427.08 feet to a point of intersection with a non-tangential line; thence South 88°35'00" East for a distance of 1.27 feet to a point on a line; thence South 88°35'00" East for a distance of 550.77 feet to a point on a line; thence South 01°26'00" West for a distance of 2681.18 feet to a point on a line; thence North 62°24'35" West for a distance of 177.75 feet to a point on a line; thence North 67°55'10" West for a distance of 213.52 feet to a point on a line; thence North 67°55'10" West for a distance of 74.45 feet to a point on a line; thence North 76°39'17" West for a distance of 140.80 feet to a point on a line; thence South 87°08'15" West for a distance of 80.10 feet to a point on a line; thence North 68°32'14" West for a distance of 55.56 feet to a point on a line; thence North 12°06'53" West for a distance of 146.72 feet to a point on a line; thence North 32°47'13" West for a distance of 140.18 feet to a point on a line; thence North 64°18'15" West for a distance of 130.80 feet to a point on a line; thence North 32°10'55" West for a distance of 195.51 feet to a point on a line; thence North 00°50'37" East for a distance of 71.19 feet to a point on a line; thence North 10°32'32" West for a distance of 207.29 feet to a point on a line; thence North 25°30'53" West for a distance of 194.41 feet to a point on a line; thence North 43°45'53" West for a distance of 161.23 feet to a point on a line; thence North 86°52'37" West for a distance of 172.50 feet to a point on a line; thence North 44°26'25" West for a distance of 65.73 feet to a point on a line; thence North 06°29'53" East for a distance of 189.47 feet to a point on a line; thence North 20°54'54" West for a distance of 202.99 feet to a point on a line; thence North 59°09'39" East for a distance of 79.92 feet to a point on a line; thence North 20°11'13" East for a distance of 147.65 feet to a point on a line; thence North 08°22'00" West for a distance of 260.62 feet to a point on a line; thence North 10°49'12" West for a distance of 204.25 feet to a point on a line; thence North 38°10'30" West for a distance of 335.17 feet to a point on a line; thence North 50°20'10" East for a distance of 195.48 feet to a point on a line; thence North 16°50'29" East for a distance of 60.45 feet to a point on a line; thence North 51°45'17" East for a distance of 105.00 feet to the beginning of a non-tangential curve, said curve turning to the right through an angle of 20°21'33", having a radius of 1242.56 feet, and whose long chord bears North 28°03'56" West for a distance of 439.21 feet; thence North 17°53'09" West for a distance of 84.36 feet to a point on a line; thence North 19°39'19" West for a distance of 50.03 feet to a point on a line; thence North 15°12'24" West for a distance of 204.31 feet to a point on a line; thence North 09°28'37" West for a distance of 76.34 feet to a point on a line; thence North 03°04'44" West for a distance of 66.48 feet to a point on a line; thence North 00°00'00" East for a distance of 48.91 feet to a point on a line; thence South 80°12'46" West a distance of 71.83 feet to the point of beginning.

Contains: ±85.13 Acres

PARCEL 2:

Commencing North 2,623.5 feet and East 1,213.22 feet from the Southwest corner of Section 10, Township 10 South, Range 1 East, Salt Lake Base and Meridian; thence South 00°56'09" East 1,351.37 feet; thence South 89°50'00" West 94.78 feet; thence South 89°50'00" West 75.18 feet; thence along a curve to the left (chord bears: North 06°52'21" East 726.05 feet, radius = 2,790 feet) arc length = 728.11 feet; thence North 00°36'15" West 632.48 feet; thence South 88°39'17" East 67.7 feet to the point of beginning.

LESS AND EXCEPTING from Parcel 2 any portion of said land lying East of the following line:

Commencing South 89°29'08" East 1,220.71 feet along the quarter section line from the West 1/4 corner of Section 10, Township 10 South, Range 1 East, Salt Lake Base and Meridian; thence South 0°19'30" East 169.20 feet; thence South 2°37'00" East 91.00 feet; thence South 0°38'00" East 1,020.00 feet; thence South 1°26'00" East 90.31 feet to the point of beginning.

Remainder Contains: ±0.81 Acres

PARCEL 3:

Commencing North 2,623.6 feet and East 1,213.27 feet from the Southwest corner of Section 10, Township 10 South, Range 1 East, Salt Lake Base and Meridian; thence North 00°56'09" West 1,369.42 feet; thence North 87°02'00" West 59.86 feet; thence South 00°36'15" East 1,370.83 feet; thence South 88°39'17" East 67.71 feet to the point of beginning.

LESS AND EXCEPTING from Parcel 3 any portion of said land lying East of the following line:

Commencing South 89°55'46" East 1314.64 feet along the Section line and South 01°00'24" East 1281.58 feet and North 87°02'00" West 51.46 feet from the Northwest Corner of Section 10, Township 10 South, Range 1 East, Salt Lake Base and Meridian; thence South 0°01'00" West 410.00 feet; thence South 01°34'00" East 103.00 feet; thence South 1°08'30" East 201.00 feet; thence South 0°19'30" East 364.40 feet to the point of beginning.

Remainder Contains: ±0.25 Acres

TAKE DOWN 2

PARCEL 1:

Beginning at a point that is South 00°01'14" East 30.60 feet and West 637.49 feet from the Southeast corner of Section 9, Township 10 South, Range 1 East, Salt Lake Base and Meridian; thence South 53°53'32" West 875.69 feet; thence North 00°47'43" West 525.18 feet to the South section line of said Section 9; thence South 89°05'28" West along the section line 1352.28 feet to the South quarter corner of said Section 9; thence North 01°27'20" West along the quarter section line 2489.75 feet; thence North 59°43'07" West 256.57 feet to the beginning of a curve; thence along said curve turning to the right through an angle of 09°05'15", having a radius of 200.00 feet, and whose long chord bears North 55°10'31" West 31.69 feet to a point of intersection with a non-tangential line, said line also being the quarter section line; thence South 88°50'00" West along said quarter section line 2439.71 feet to the West quarter corner of said Section 9; thence North 00°54'40" West along the section line 2629.63 feet to the Northwest corner of said Section 9; thence North 00°11'42" West along the section line 1342.38 feet; thence North 88°55'18" East along the North line of the South half of the Southwest quarter of Section 4 of said Township and Range 2657.70 feet; thence South 00°12'32" East along the quarter section line 1320.39 feet to the North quarter corner of said Section 9; thence North 89°20'24" East along the section line 2692.62 feet to the Northeast corner of said Section 9; thence South 58°02'53" East along the Stone Hollow at Summit Ridge Plat E Subdivision 218.36 feet to the beginning of a non-tangential curve; thence along the Sunset Trails at Summit Ridge Plat A the following 4 courses: along said curve turning to the left through an angle of 18°58'48", having a radius of 380.00 feet, and whose long chord bears South 44°30'43" West 125.31 feet; thence South 35°01'20" West 116.41 feet to the beginning of a curve; thence along said curve turning to the right through an angle of 37°37'32", having a radius of 420.00 feet, and whose long chord bears South 53°50'07" West 270.88 feet to a point of intersection with a non-tangential line; thence South 39°17'00" East 64.04 feet; thence along the Sunset Trails at Summit Ridge Plat B the following 7 courses: South 39°16'54" East 310.34 feet; thence South 02°42'00" East 320.81 feet; thence South 25°16'50" West 155.29 feet; thence South 10°16'50" West 200.00 feet; thence South 04°43'10" East 155.30 feet; thence South 79°42'46" East 73.41 feet; thence South 79°43'09" East 126.59 feet; thence along the Sunset Trails at Summit Ridge Plat A the following 4 courses: South 10°16'50" West 55.86 feet to the beginning of a curve; thence along said curve turning to the left through an angle of 27°56'49", having a radius of 271.50 feet, and whose long chord bears South 03°41'34" East 131.12 feet to a point of intersection with a non-tangential line; thence South 24°44'00" West 467.31 feet; thence South 20°21'00" East 111.19 feet; thence South 20°18'46" East 331.37 feet; thence South 20°21'00" East 113.74 feet; thence South 84°25'20" East 87.88 feet to the beginning of a non-tangential curve; thence along said curve turning to the right through an angle of 06°25'59", having a radius of 1195.50 feet, and whose long chord bears South 20°32'00" West 134.16 feet; thence South 23°45'00" West 110.52 feet; thence North 66°15'00" West 200.80 feet; thence South 41°38'48" West 136.61 feet; thence South 27°19'22" West 120.23 feet; thence South 12°19'23" West 255.06 feet; thence South 66°15'00" East 199.74 feet to the beginning of a non-tangential curve; thence along said curve turning to the right through an angle of 33°52'20", having a radius of 524.50 feet, and whose long chord bears South 06°48'51" West 305.58 feet to a point of intersection with a non-tangential line; thence South 72°16'35" West 153.76 feet; thence South 11°13'00" East 167.42 feet; thence South 35°29'00" East 168.34 feet; thence South 39°45'10" West 132.00 feet; thence South 79°31'09" West 130.22 feet; thence South 26°32'16" West 199.53 feet; thence South 03°13'00" East 268.44 feet; thence North 86°47'00" East 159.30 feet; thence South 03°56'17" West 315.48 feet; thence South 24°39'11" West 311.58 feet; thence South 59°36'08" West 99.33 feet; thence South 59°36'07" West 42.10 feet to the point of beginning.

Contains: ±558.32 Acres

TAKE DOWN 3

PARCEL 1:

Beginning at a point located N89°05'23"E along the section line 1390.29 feet and South 2646.68 feet from the South 1/4 corner of Section 9, Township 10 South, Range 1 East, Salt Lake Base and Meridian; Thence N00° 49' 27" W 2121.28 feet; Thence N53° 53' 32" E 875.35 feet; Thence N59° 36' 08" E 141.50 feet; Thence N24° 39' 11" E 311.58 feet; Thence N03° 56' 17" E 315.48 feet; Thence S86° 47' 00" W 159.30 feet; Thence N03° 13' 00" W 268.44 feet; Thence N26° 32' 16" E 199.53 feet; Thence N79° 31' 09" E 130.22 feet; Thence N39° 45' 10" E 132.00 feet; Thence N35° 29' 00" W 168.34 feet; Thence N11° 13' 00" W 167.42 feet; Thence N72° 16' 35" E 153.76 feet to the beginning of a non-tangential curve, Said curve turning to the left through an angle of 33° 52' 20.4", having a radius of 524.50 feet, and whose long chord bears N06° 48' 51" E for a distance of 305.58 feet to a point of intersection with a non-tangential line. Thence N66° 15' 00" W 199.74 feet; Thence N12° 19' 23" E 255.06 feet; Thence N27° 19' 22" E 120.23 feet; Thence N41° 38' 48" E 136.61 feet; Thence S66° 15' 00" E 200.80 feet; Thence N23° 45' 00" E 110.52 feet to the beginning of a curve, Said curve turning to the left through an angle of 06° 25' 59.4", having a radius of 1195.50 feet, and whose long chord bears N20° 32' 00" E for a distance of 134.16 feet to a point of intersection with a non-tangential line. Thence N84° 25' 20" W 87.88 feet; Thence N20° 21' 00" W 444.77 feet; Thence S84° 25' 20" E 310.67 feet; Thence S87° 58' 56" E 49.07 feet; Thence S76° 51' 00" E 405.30 feet to the beginning of a non-tangential curve, Said curve turning to the left through an angle of 01° 00' 44.7", having a radius of 1000.00 feet, and whose long chord bears S 15° 22' 01" W 17.67 feet to a point of intersection with a non-tangential line; Thence S 78° 25' 46" E 128.86 feet; Thence S 04° 26' 00" E 366.03 feet to the beginning of a curve, Said curve turning to the right through an angle of 37° 41' 57.4", having a radius of 175.00 feet, and whose long chord bears S 14° 25' 02" W 113.08 feet to a point of intersection with a non-tangential line; Thence S 50° 11' 00" W 98.31 feet; Thence S 77° 04' 00" W 115.22 feet; Thence S 47° 28' 27" W 151.76 feet; Thence S 14° 32' 00" W 483.46 feet; Thence S 04° 00' 00" W 349.19 feet; Thence S 15° 39' 00" W 95.30 feet; Thence S 43° 02' 20" W 72.26 feet; Thence S 36° 14' 25" E 103.37 feet; Thence S 23° 32' 07" E 122.67 feet; Thence S 13° 56' 44" E 182.42 feet; Thence S 00° 19' 24" E 95.97 feet; Thence, S 69° 30' 14" W 118.52 feet; Thence S 51° 58' 00" W 60.00 feet to the beginning of a non-tangential curve, Said curve turning to the left through an angle of 12° 55' 17.7", having a radius of 430.00 feet, and whose long chord bears S 44° 29' 39" E 96.77 feet to a point of intersection with a non-tangential line; Thence S 39° 56' 39" W 87.60 feet; Thence S 70° 43' 21" W 116.32 feet; Thence S 89° 50' 37" W 62.79 feet; Thence S 23° 07' 06" E 238.31 feet to the beginning of a non-tangential curve, Said curve turning to the left through an angle of 43° 18' 21.8", having a radius of 330.00 feet, and whose long chord bears S 30° 11' 59" W 243.53 feet; Thence S 08° 32' 47" W 39.91 feet to the beginning of a non-tangential curve, Said curve turning to the right through 73° 41' 31.4", having a radius of 15.00 feet, and whose long chord bears S 45° 22' 54" W 17.99 feet to the beginning of a non-tangential curve. Said curve turning to the left through an angle of 42° 35' 10.9", having a radius of 340.00 feet, and whose long chord bears S 60° 55' 25" W 246.94 feet to a point of intersection with a non-tangential line. Thence S 49° 47' 49" E 80.21 feet; Thence N 80° 14' 31" E 71.83 feet; Thence S 00° 01' 45" W 48.91 feet; Thence S 03° 02' 58" E 66.48 feet; Thence S 09° 26' 50" E 76.34 feet; Thence S 15° 10' 38" E 168.64 feet; Thence S 15° 29' 15" E 35.44 feet; Thence S 19° 39' 19" E 50.03 feet; Thence S 17° 53' 09" E 84.36 feet to the beginning of a curve, Said curve turning to the left through an angle of 20° 21' 33.1", having a radius of 1242.56 feet, and whose long chord bears S 28° 03' 56" E 439.21 feet to a point of intersection with a non-tangential line. Thence S 51° 45' 17" W 105.00 feet; Thence S 16° 50' 29" W 60.45 feet; Thence S 50° 20' 10" W 195.48 feet; Thence S 38° 10' 30" E 335.17 feet; Thence S 10° 49' 12" E 204.25 feet; Thence S 08° 22' 00" E 260.62 feet; Thence S 20° 11' 13" W 147.65 feet; Thence S 59° 09' 39" W 79.92 feet; Thence S 20° 54' 54" E 202.99 feet; Thence S 06° 29' 53" W 189.47 feet; Thence S 44° 26' 25" E 65.73 feet; Thence S 86° 52' 37" E 172.50 feet; Thence S 43° 45' 53" E 161.23 feet; Thence S 25° 30' 53" E 194.41 feet; Thence S 10° 32' 32" E 207.29 feet; Thence S 00° 50' 37" W 71.19 feet; Thence S 32° 10' 55" E 195.51 feet; Thence S 64° 18' 15" E 130.80 feet; Thence S 32° 47' 13" E 140.18 feet; Thence S 12° 06' 53" E 146.72 feet; Thence N 68° 32' 14" W 57.53 feet; Thence N 63° 13' 55" W 190.69 feet; Thence N 41° 02' 50" W 90.99 feet; Thence N 45° 34' 02" W 89.28 feet; Thence N 33° 21' 12" W 200.53 feet; Thence N 35° 51' 49" W 155.33 feet; Thence N 31° 19' 11" W 201.03 feet; Thence N 36° 31' 35" W 396.51 feet; Thence N 31° 23' 47" W 67.52 feet; Thence N 89° 42' 15" W 62.48 feet; Thence S 76° 54' 21" W 0.04 feet; Thence S 89° 15' 02" W 1315.16 feet to the POINT OF BEGINNING.

Contains: ±135.20 Acres

AREA EAST OF RAILROAD TRACKS

PARCEL "I"

A portion of Sections 10,11,14,&15, Township 10 South, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located N0°05'18"W along the Section line 662.03 feet from the Southeast Corner of Section 10, T10S, R1E, S.L.B. & M.; thence N89°23'55"E 1,322.56 feet; thence S0°22'12"E 164.02 feet to the northerly right-of-way line of South Ridge Farms Road; thence along said roadway the following 4 (four) courses: Southwesterly along the arc of a 760.00 foot radius non-tangent curve (radius bears: N55°25'59"W) to the right 699.48 feet through a central angle of 52°43'59" (chord: S60°56'01"W 675.05 feet); thence S87°18'00"W 779.00 feet; thence along the arc of a 640.00 foot radius curve to the left 811.53 feet through a central angle of 72°39'06" (chord: S50°58'27"W 758.24 feet) to a point of reverse curvature; thence along the arc of a 25.00 foot radius curve to the right 34.70 feet through a central angle of 79°32'16" (chord: S54°25'02"W 31.99 feet) to a point of reverse curvature on the northerly right-of-way line of Summit Ridge Parkway; thence along said roadway the following 4 (four) courses: thence along the arc of a 2,060.00 foot radius curve to the left 1,455.33 feet through a central angle of 40°28'40" (chord: S73°56'50"W 1,425.25 feet); thence North 1723.41 feet; thence N89°43'53"E 2,028.87 feet; thence S0°05'18"E 327.97 feet to the point of beginning.

Contains: ±73.72 Acres

PARCEL "J"

A portion of Sections 10,11,14,&15, Township 10 South, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point on the southerly right-of-way line of South Ridge Farms Road located N0°05'18"W along the Section line 69.30 feet from the Southeast Corner of Section 10, T10S, R1E, S.L.B. & M.; thence along said roadway the following 2 (two) courses: N87°18'00"E 737.19 feet; thence along the arc of an 840.00 foot radius curve to the left 347.83 feet through a central angle of 23°43'30" (chord: N75°26'15"E 345.35 feet) to the westerly right-of-way line of Interstate 15; thence along said right-of-way the following 4 (four) courses: Southwesterly along the arc of an 1,800.00 foot radius curve to the right (radius bears: N45°12'35"W) 174.57 feet through a central angle of 5°33'24" (chord: S47°34'07"W 174.50 feet); thence S61°59'00"W 337.00 feet; thence S71°41'52"W 286.24 feet; thence Southwesterly along the arc of an 897.72 foot radius non-tangent curve to the left (radius bears: S22°17'42"E) 521.45 feet through a central angle of 33°16'50" (chord: S51°03'53"W 514.15 feet) to the northerly right-of-way line of Summit Ridge Parkway; thence Northwesterly along the arc of a 2,060.00 foot radius non-tangent curve to the left (radius bears: S22°21'28"W) 15.12 feet through a central angle of 0°25'14" (chord: N67°51'09"W 15.12 feet); thence N19°16'56"W 551.28 feet to the southerly right-of-way line of South Ridge Farms Road; thence along said roadway: Northeasterly along the arc of a 560.00 foot radius non-tangent curve to the right (radius bears: S21°48'26"E) 186.75 feet through a central angle of 19°06'26" (chord: N77°44'47"E 185.89 feet); thence N87°18'00"E 41.81 feet to the point of beginning.

Contains: ±7.18 Acres

PARCEL "K"

A portion of the NE1/4 of Section 15, Township 10 South, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point on the southerly right-of-way line of Summit Ridge Parkway and the westerly right-of-way line of Interstate 15, located S1°04'18"E along the Section line 602.76 feet and West 100.41 feet from the Northeast Corner of Section 15, T10S, R1E, S.L.B. & M.; thence along said I-15 right-of-way the following 4 (four) courses: Southwesterly along the arc of an 897.72 foot radius non-tangent curve to the left (radius bears: S63°19'27"E) 453.92 feet through a central angle of 28°58'15" (chord: S12°11'26"W 449.10 feet); thence S2°17'42"E 234.82 feet; thence along the arc of an 874.16 foot radius curve to the right 503.48 feet through a central angle of 33°00'00" (chord: S14°12'18"W 496.55 feet); thence S30°42'18"W 535.25 feet to the easterly right-of-way line of South Ridge Farms Road; thence along said roadway the following 5 (five) courses: Northwesterly along the arc of an 840.00 foot radius non-tangent curve to the left (radius bears: S89°42'09"W) 209.93 feet through a central angle of 14°19'09" (chord: N7°27'26"W 209.38 feet); thence N14°37'00"W 373.78 feet; thence along the arc of a 1,160.00 foot radius curve to the right 513.57 feet through a central angle of 25°22'00" (chord: N1°56'00"W 509.38 feet); thence N10°45'00"E 651.01 feet; thence along the arc of a 25.00 foot radius curve to the right 37.84 feet through a central angle of 86°42'38" (chord: N54°06'19"E 34.33 feet) to a point of compound curvature at the southerly right-of-way line of Summit Ridge Parkway; thence along the arc of a 1,940.00 foot radius curve to the right 487.12 feet through a central angle of 14°23'11" (chord: S75°20'46"E 485.84 feet) to the point of beginning.

Contains: ±16.04 Acres

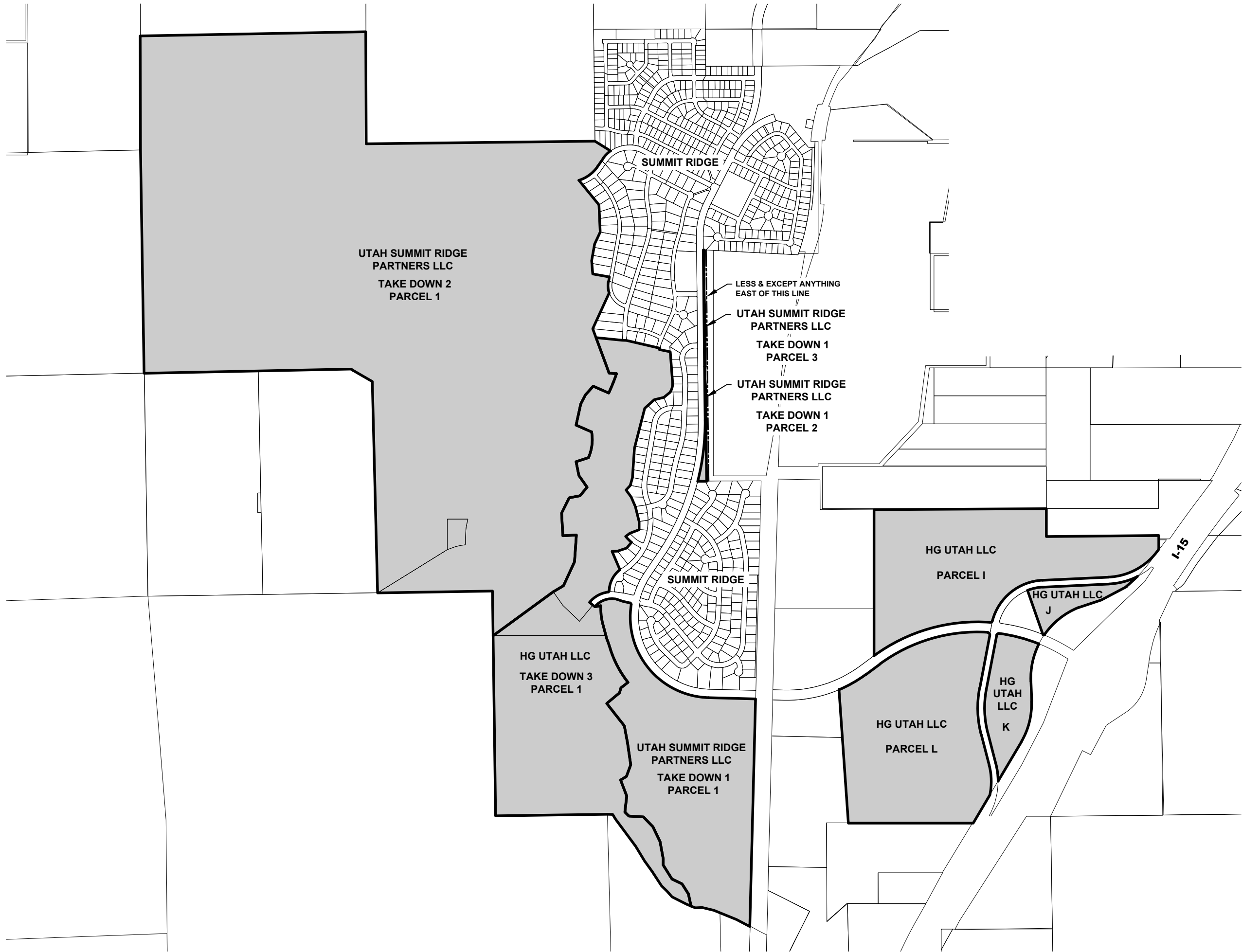
PARCEL "L"

A portion of Section 15, Township 10 South, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point on the westerly right-of-way line of a frontage road incident to Interstate 15, located N89°42'18"W along the 1/4 Section line 912.41 feet and South 81.33 feet from the East 1/4 Corner of Section 15, T10S, R1E, S.L.B. & M.; thence West 1,469.67 feet; thence N4°02'27"W 1,572.13 feet to the southerly right-of-way line of Summit Ridge Parkway; thence along said roadway the following 3 (three) courses: northeasterly along the arc of a 1,560.00 foot radius non-tangent curve to the left (radius bears: N23°01'53"W) 361.04 feet through a central angle of 13°15'37" (chord: N60°20'19"E 360.24 feet); thence N53°42'30"E 212.37 feet; thence along the arc of a 1,940.00 foot radius curve to the right 1,349.15 feet through a central angle of 39°50'45" (chord: N73°37'52"E 1,322.13 feet) to a point of compound curvature; thence along the arc of a 25.00 foot radius curve to the right 42.41 feet through a central angle of 97°11'45" (chord: S37°50'53"E 37.50 feet) to a point of reverse curvature on the westerly right-of-way line of South Ridge Farms Road; thence along said roadway the following 4 (four) courses: S10°45'00"W 639.08 feet; thence along the arc of a 1,240.00 foot radius curve to the left 548.99 feet through a central angle of 25°22'00" (chord: S1°56'00"E 544.52 feet); thence S14°37'00"E 373.78 feet; thence along the arc of a 760.00 foot radius curve to the right 353.50 feet through a central angle of 26°39'00" (chord: S1°17'30"E 350.32 feet) to said I-15 frontage road; thence S30°42'18"W along said roadway 385.20 feet to the point of beginning.

Contains: ±76.88 Acres

U:\0 - LEI PROJECTS\2019\0081 SUMMIT RIDGE TOWN STONCE\EXHIBITS\9-0081 DEVELOPMENT AGREEMENT EXHIBIT.DWG 4/14/2020 4:18 PM



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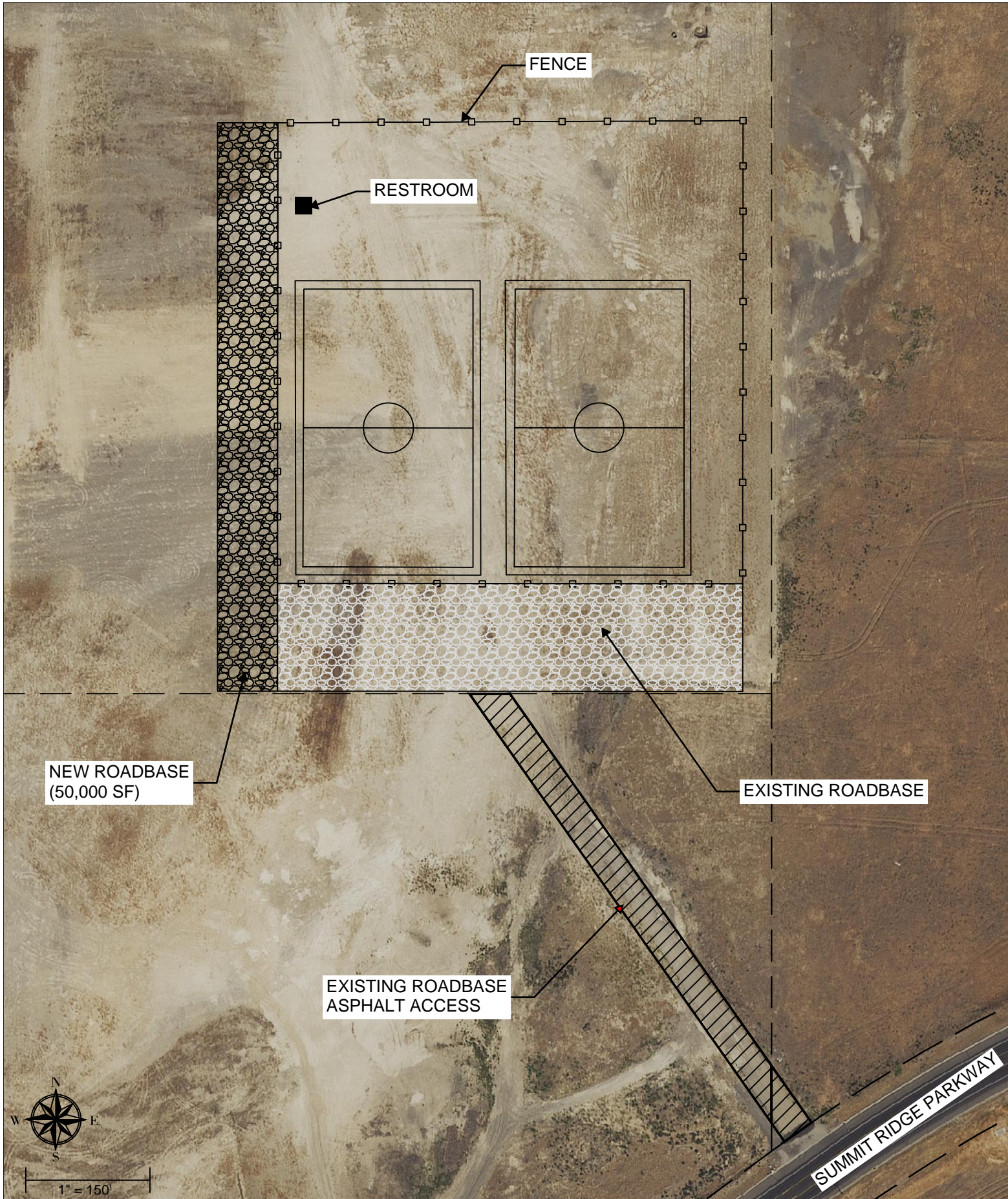
SUMMIT RIDGE
SANTAQUIN, UTAH
DEVELOPMENT AGREEMENT AREA EXHIBIT

REVISIONS	
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LEI PROJECT #:
2019-0081
DRAWN BY:
RWH
DESIGNED BY:
NKW
SCALE:
1" = 1100'
DATE:
04/14/2020

EXHIBIT C

(Plans for Road Base Placement at Harvest View Soccer Complex)



FENCE

RESTROOM

NEW ROADBASE
(50,000 SF)

EXISTING ROADBASE

EXISTING ROADBASE
ASPHALT ACCESS

SUMMIT RIDGE PARKWAY



1" = 150'

EXHIBIT D

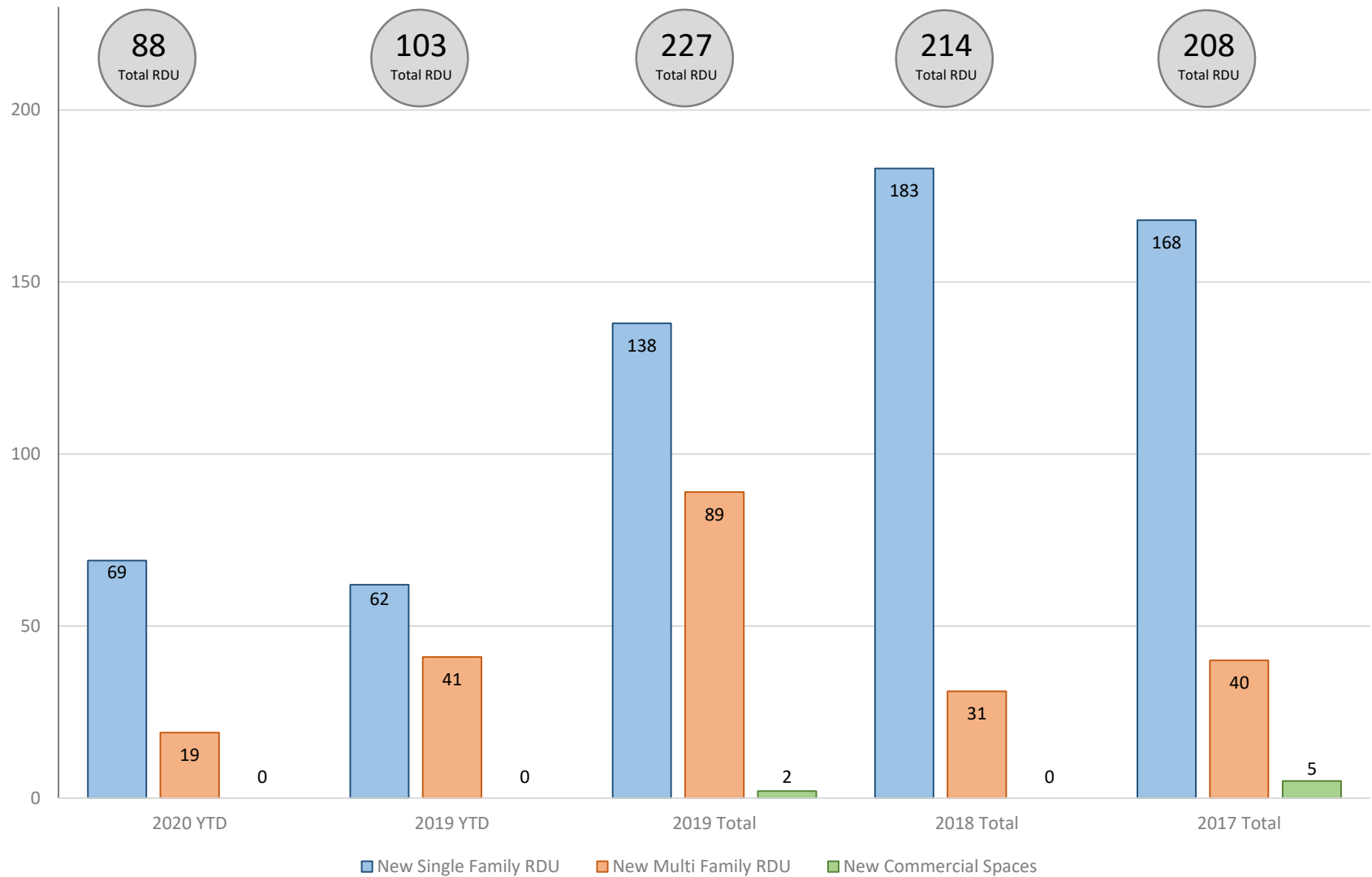
(Legal Description for Public Facility Site)

Santaquin City Property Legal Description (Utah County Parcel #: 33:021:0062)

A portion of the South half Section 10 and the North half of Section 15, Township 10 South, Range 1 East, Salt Lake Base and Meridian, Located in Santaquin, Utah County, State of Utah, more particularly described as follows:

Beginning at a point located North $89^{\circ} 43' 52''$ East along the Section line 629.30 feet from the South quarter corner of Section 10, Township 10 South, Range 1 East, Salt Lake Base and Meridian; thence South 180.26 feet; thence West 1,167.86 feet to the easterly right-of-way line of the Union Pacific Railroad; thence North $1^{\circ} 26' 00''$ East along said right-of-way 1,527.58 feet; thence South $89^{\circ} 07' 43''$ East 492.94 feet, thence South $0^{\circ} 19' 10''$ East 352.32 feet; thence North $89^{\circ} 43' 53''$ East 634.81 feet, thence South 990.01 feet to the point of beginning.

Building Permit Report April 21, 2020



New Business Licenses

Name	Owner	Address	Description	BL#
Party of 6 Events and Décor, LLC	Macie Steele	650 S. 100 W.	Event Planning and Décor	BL-4493
Lunch Sack Girl Artisan Breads	Mikayla R. Johnson	1017 N. Apple Seed Ln.	Cottage Food Establishment	BL-4494
1 Michael Brown Foundation LLC	Michael Brown	502 Firestone Dr.	Photography and Ecommerce	BL-4495
MC Yard Hand	Mitch Coombs	554 N. 100 W.	Yard Work and Fencing	BL-4496
Barnes Esthetics	Jade Fuller	112 W. 770 N.	Esthetics, Lash Extensions, Waxing, & Brow Tinting	BL-4497
Beehive Homes of Santaquin	Dennis McGraw	409 S. 300 W.	Assisted Living Home	BL-4498
Santaquin Little Scholars Preschool	Kristin Wilson	66 E. 780 S.	Preschool- Major Home Occupation	BL-4499
American Built Cores	Chauna Sidwell	182 Oh Henry St.	Building round wood cores	BL-4500

MEMO



To: Mayor Hunsaker and City Council

From: Jason Bond, Community Development Director

Date: April 17, 2020

RE: **Summit Ridge Townhomes Subdivision Preliminary Review**

Zone: PC
Size: 43.12 Acres
Units: 429

The Summit Ridge Towns Subdivision is located at Summit Ridge Parkway and 1200 West, which is just east of the new soccer fields. The proposed subdivision is located in the Summit Ridge Development and must comply with the Summit Ridge Development Agreement and Santaquin City Code. The City Council recently approved a second amendment to the Summit Ridge development agreement which addressed open space and dedication requirements.

The proposal consists of 429 townhomes on approximately 43.12 acres (approximately 10 units per acre) with 10.35 acres of open space. The amenities that they are proposing include a tot lot, hammock grotto, pool with restrooms, a terra park, dog park and an enhanced entry with a windmill and tractor.

The preliminary plan was reviewed by the Development Review Committee (DRC) and the Planning commission and the following recommendation was forwarded to the City Council:

Motion: Commissioner Gunnell motioned to recommend approval to the City Council for the Summit Ridge Townhomes with the following conditions: That the second amendment to the Summit Ridge Development agreement be executed. That the plans are in compliance with the Summit Ridge Development agreement as amended. And that all redlines be addressed. Commissioner Lance seconded. The vote was unanimous in the affirmative.

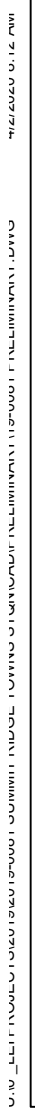
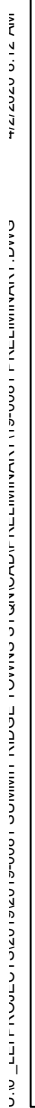
The City Council will now need to review and determine if the preliminary plan meets the necessary requirements.

The Architectural Review Committee (ARC) approved architectural renderings of the different unit types with conditions.

After preliminary approval from the City Council, the DRC will need to approve the final plat before any lots will be recorded. The DRC may only approve a plat submittal after finding that the development standards of subdivision title, the zoning title, the laws of the State of Utah, and any other applicable ordinances, rules, and regulations have been or can be met prior to the recordation or construction beginning (Santaquin City Code 11-5-6B).

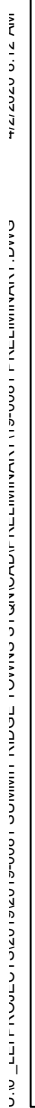
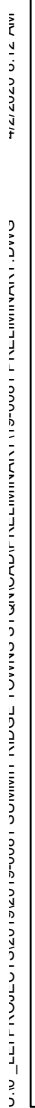
RECOMMENDED MOTION: Motion to approve the preliminary plan for the Summit Ridge Townhomes with the following conditions:

1. That final plats be in compliance with the Summit Ridge Development agreement as amended.
2. That all redlines be addressed.

[illegible][illegible][illegible]

- התאחדות המורים והמורות**

התאחדות המורים והמורות

[illegible][illegible]

התאחדות המורים והמורות

[illegible][illegible]

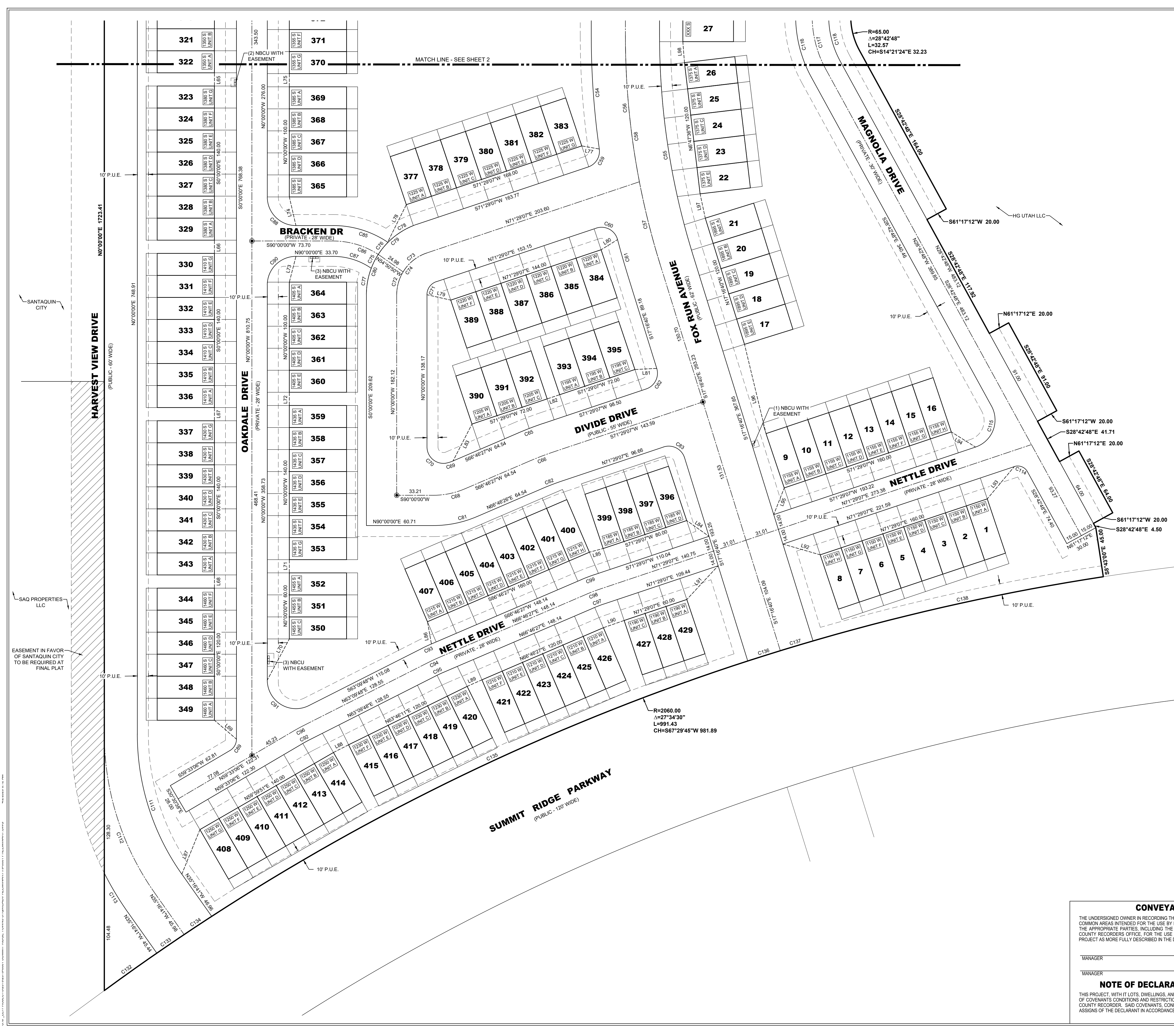
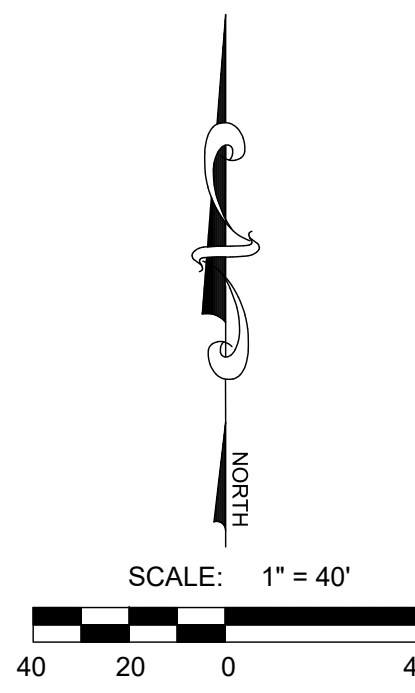


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SUMMIT RIDGE TOWNHOMES
SANTAQUIN, UTAH
LOT LAYOUT 1



DOMINION ENERGY ACCEPTANCE
DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT OF WAY DEPARTMENT AT 1-800-366-8532.

APPROVED THIS _____ DAY OF _____, 20____
DOMINION ENERGY GAS COMPANY
BY: _____
TITLE: _____

ROCKY MOUNTAIN POWER ACCEPTANCE
APPROVED THIS _____ DAY OF _____, 20____
ROCKY MOUNTAIN POWER COMPANY
BY: _____
TITLE: _____

CENTURY LINK ACCEPTANCE
APPROVED THIS _____ DAY OF _____, 20____
CENTURY LINK COMPANY
BY: _____
TITLE: _____

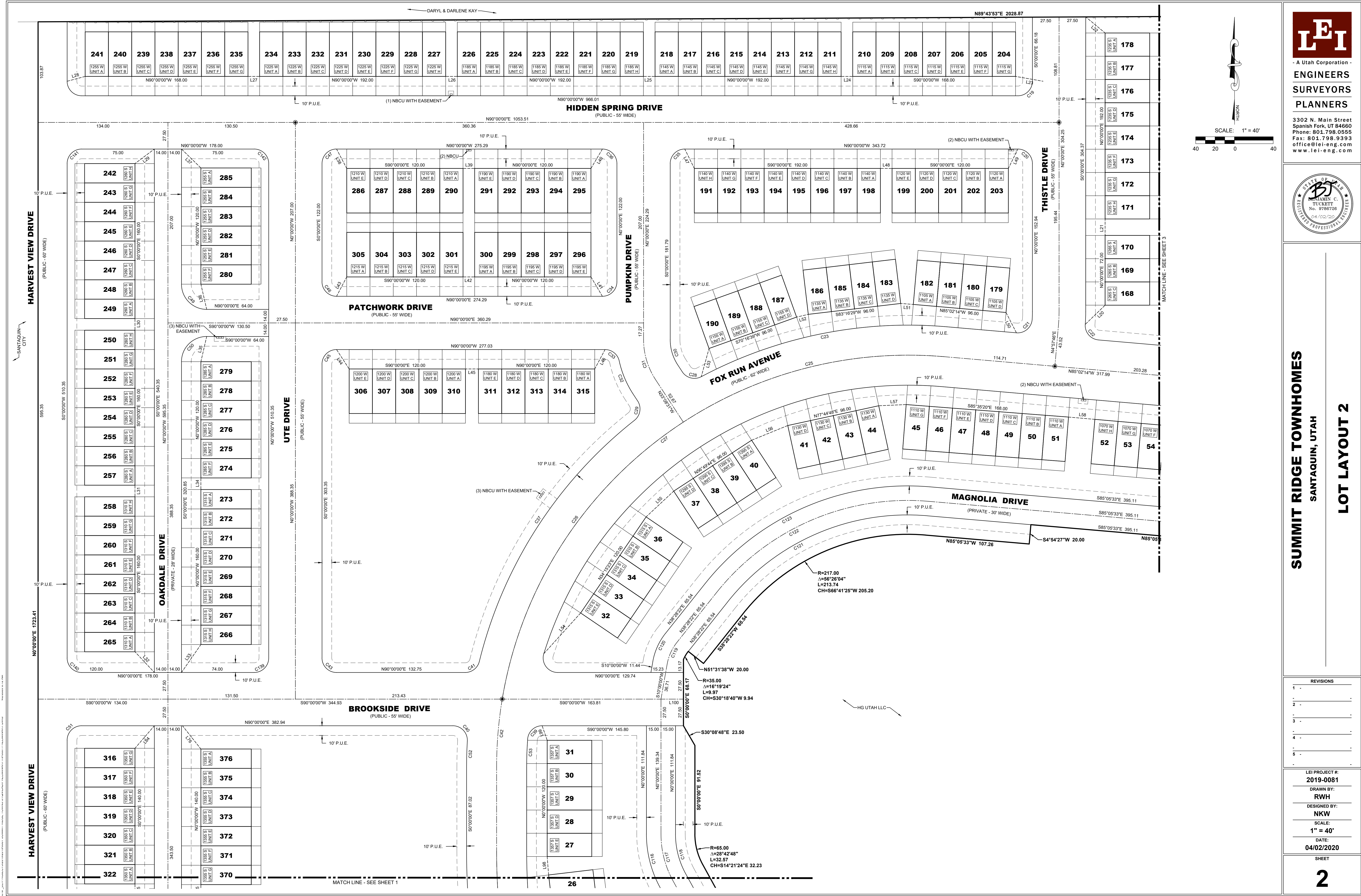
CONVEYANCE OF COMMON AREAS TO ASSOCIATION
THE UNDERSIGNED OWNER IN RECORDING THIS PLAT, HAS DESIGNATED CERTAIN AREAS OF THE LAND AS PRIVATE DRIVEWAYS, STREETS, LIMITED COMMON AREAS AND OTHER COMMON AREAS INTENDED FOR THE USE BY MEMBERS OF APPLE HOLLOW HOMEOWNERS ASSOCIATION, THEIR GUESTS AND INVITEES. SUCH AREAS ARE TO BE CONVEYED TO THE APPROPRIATE PARTIES, INCLUDING THE CONVEYANCE OF COMMON AREAS TO APPLE HOLLOW HOMEOWNERS ASSOCIATION, BY DEED, TO BE RECORDED IN THE UTAH COUNTY RECORDERS OFFICE, FOR THE USE AND ENJOYMENT BY THE OWNERS OF LOTS OR DWELLINGS IN THE PLAT "A-B" APPLE HOLLOW AT THE ORCHARDS SUBDIVISION PROJECT AS MORE FULLY DESCRIBED IN THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS APPLICABLE TO THIS PROJECT AND RECORDED WITH THIS PLAT.

MANAGER _____
MANAGER _____

NOTE OF DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
THIS PROJECT, WITH ITS LOTS, DWELLINGS, AND COMMON AREAS ARE SUBJECT TO CERTAIN COVENANTS, CONDITIONS, AND RESTRICTIONS AS CONTAINED IN THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR THE PLAT "A-B" APPLE HOLLOW AT THE ORCHARDS SUBDIVISION, WHICH ARE RECORDED IN THE OFFICES OF THE UTAH COUNTY RECORDER. SAID COVENANTS, CONDITIONS AND RESTRICTIONS ARE INTENDED TO RUN WITH THE LAND AND TO BE BINDING UPON ON ALL HEIRS, SUCCESSORS OR ASSIGNS OF THE DECLARANT IN ACCORDANCE WITH THE RECORDED DECLARATION.

REVISIONS	
1 -	
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LEI PROJECT #:
2019-0081
DRAWN BY:
RWH
DESIGNED BY:
NKW
SCALE:
1" = 40'
DATE:
04/02/2020



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www.lei-eng.com



SUMMIT RIDGE TOWNHOMES
SANTAQUIN, UTAH
LOT LAYOUT 2

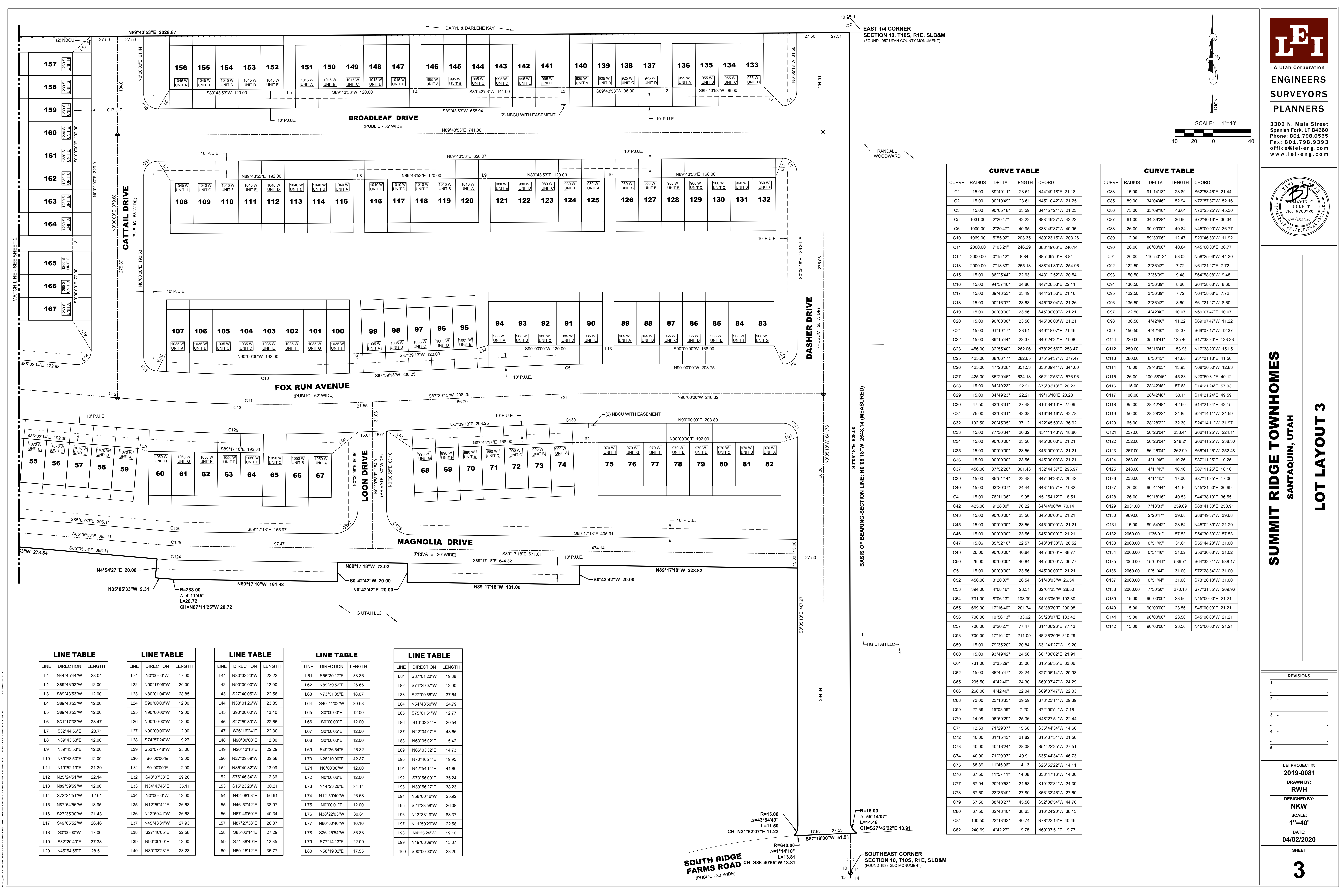
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LEI PROJECT #: 2019-0081	
DRAWN BY: RWH	
DESIGNED BY: NKW	
SCALE: 1" = 40'	
DATE: 04/02/2020	
SHEET 2	

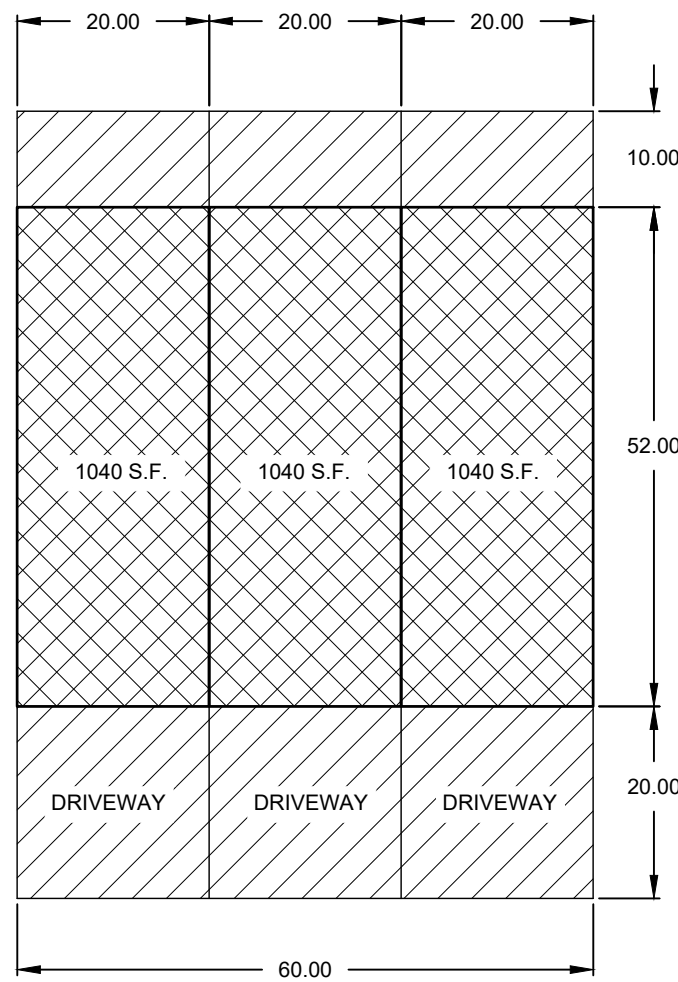
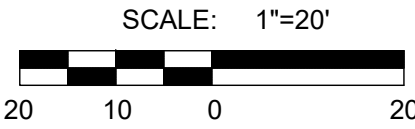


SUMMIT RIDGE TOWNHOMES
SANTAQUIN, UTAH
LOT LAYOUT 3

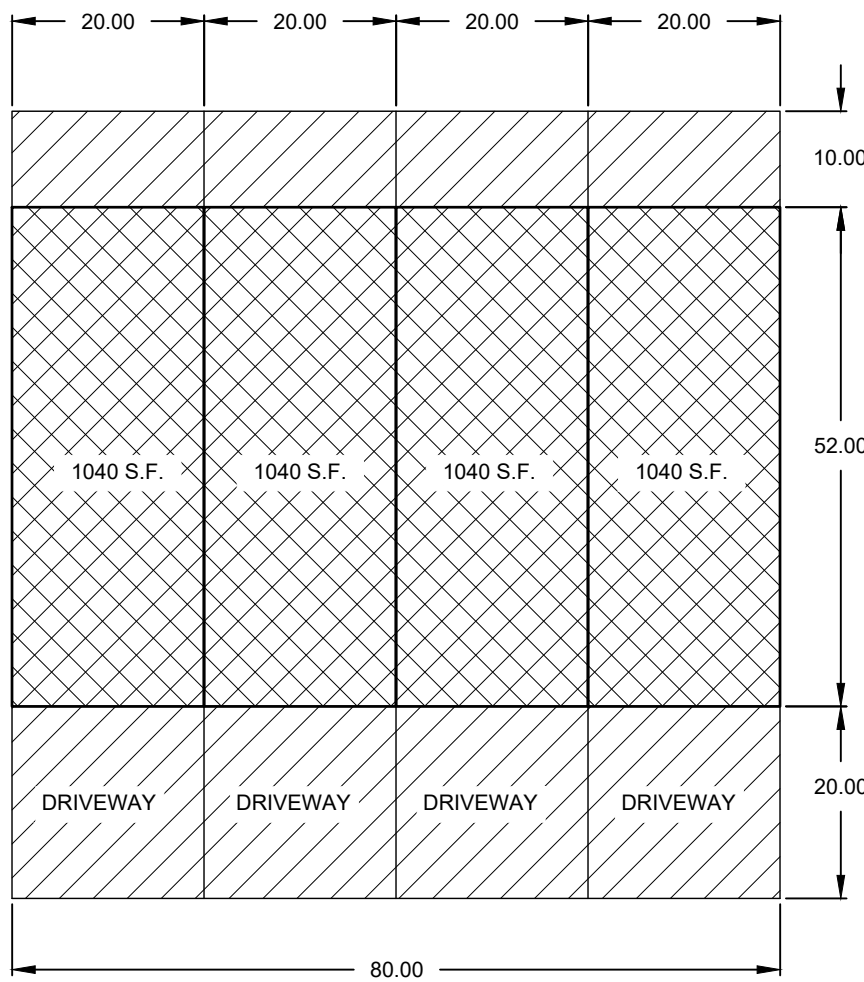
REVISIONS	
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LEI PROJECT #:
2019-0081
DRAWN BY:
RWW
DESIGNED BY:
NKW
SCALE:
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DATE:
04/02/2020

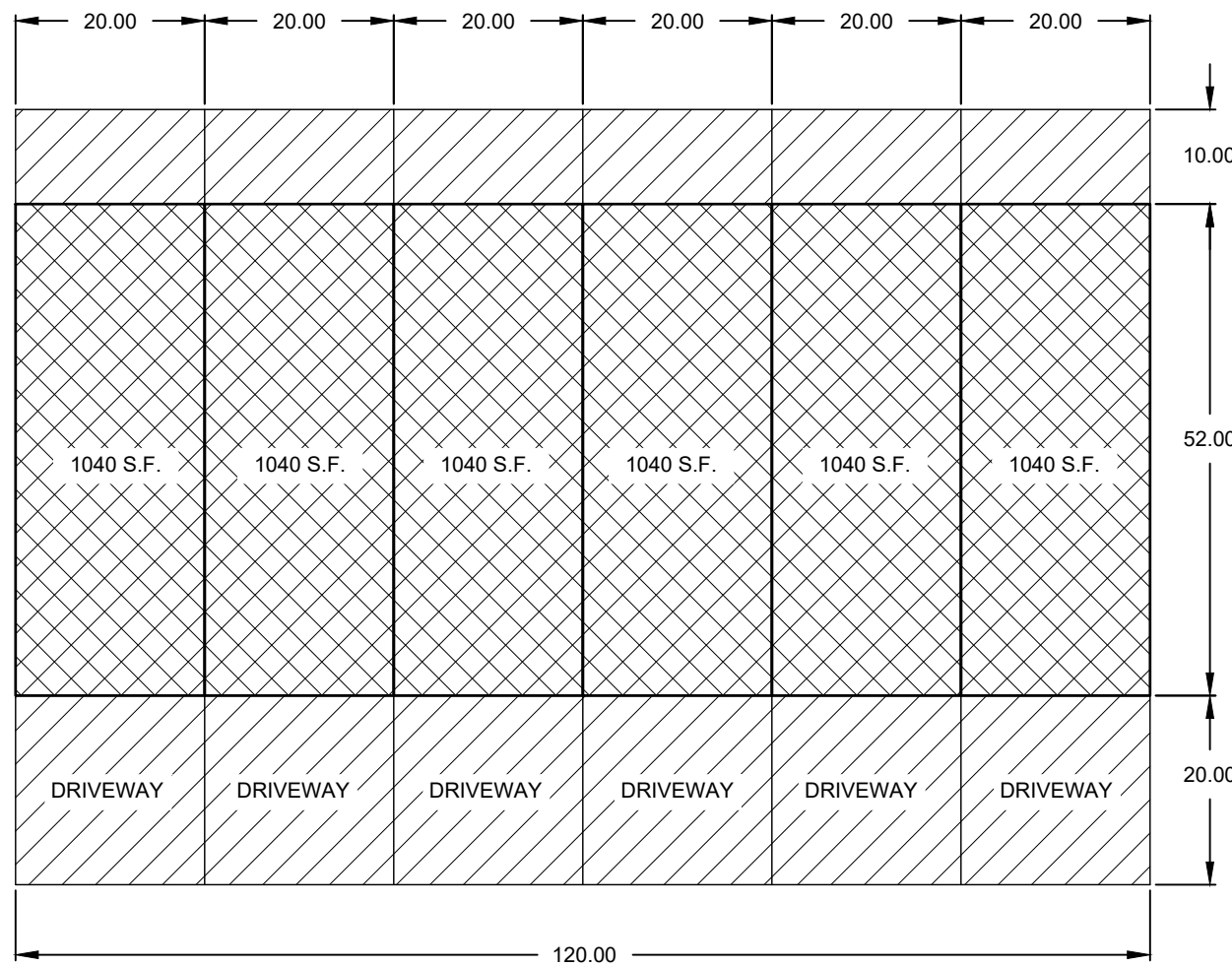




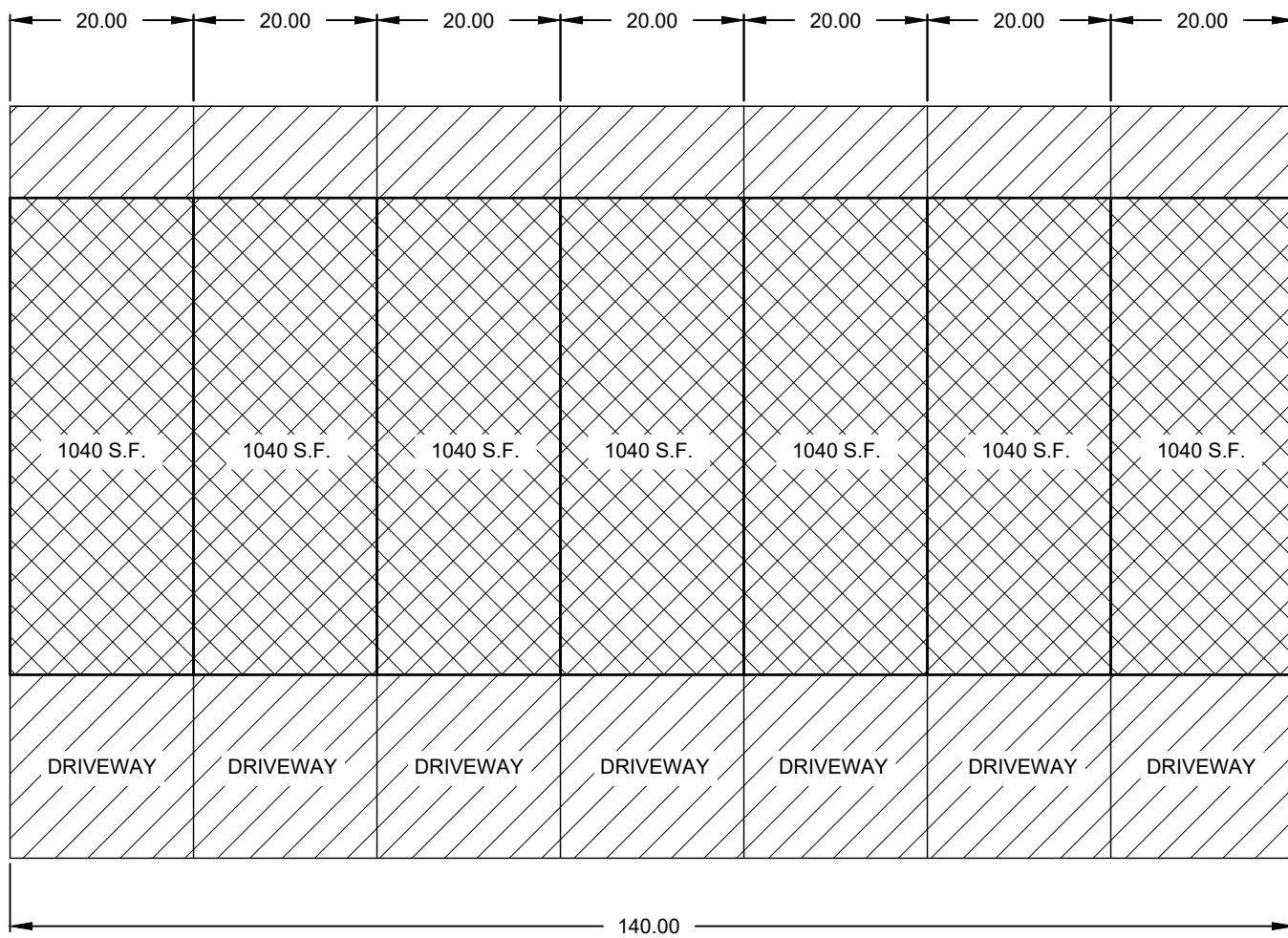
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LOTS 352-354, 431-433



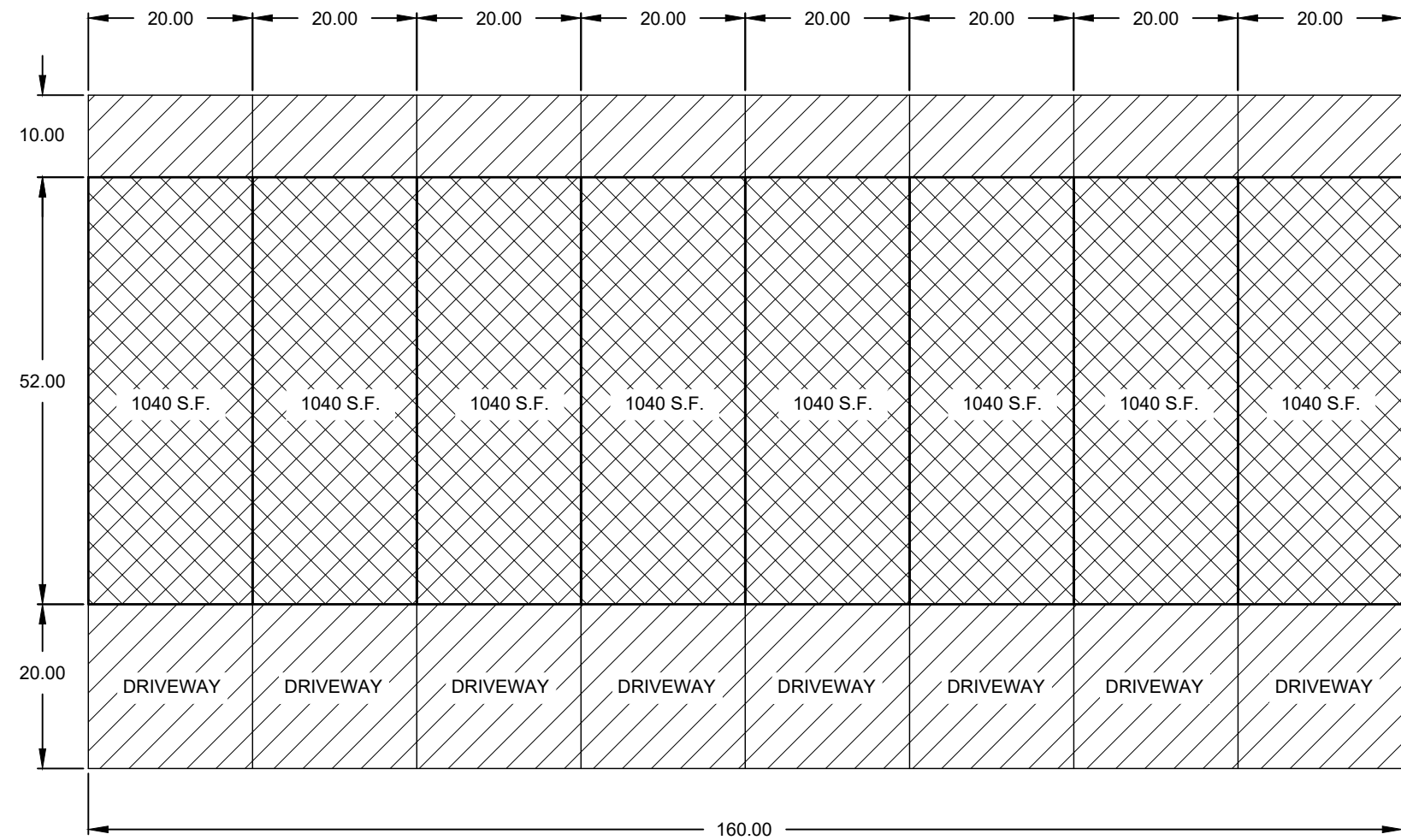
REAR LOAD 4-PLEX
LOTS 400-403



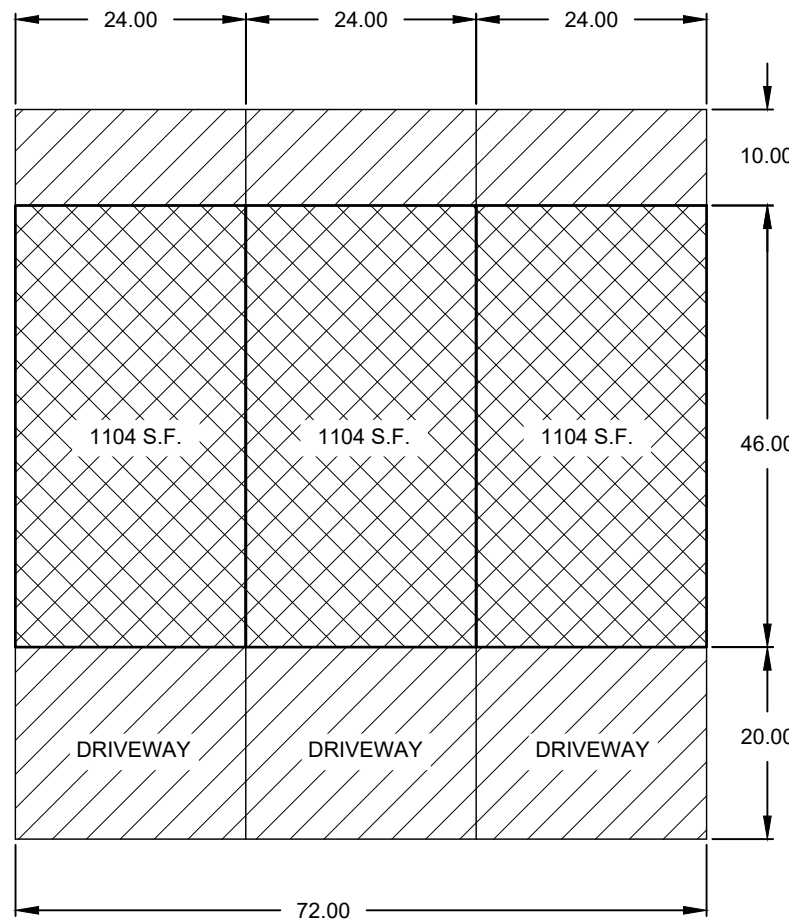
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LOTS 346-351, 362-373, 419-430



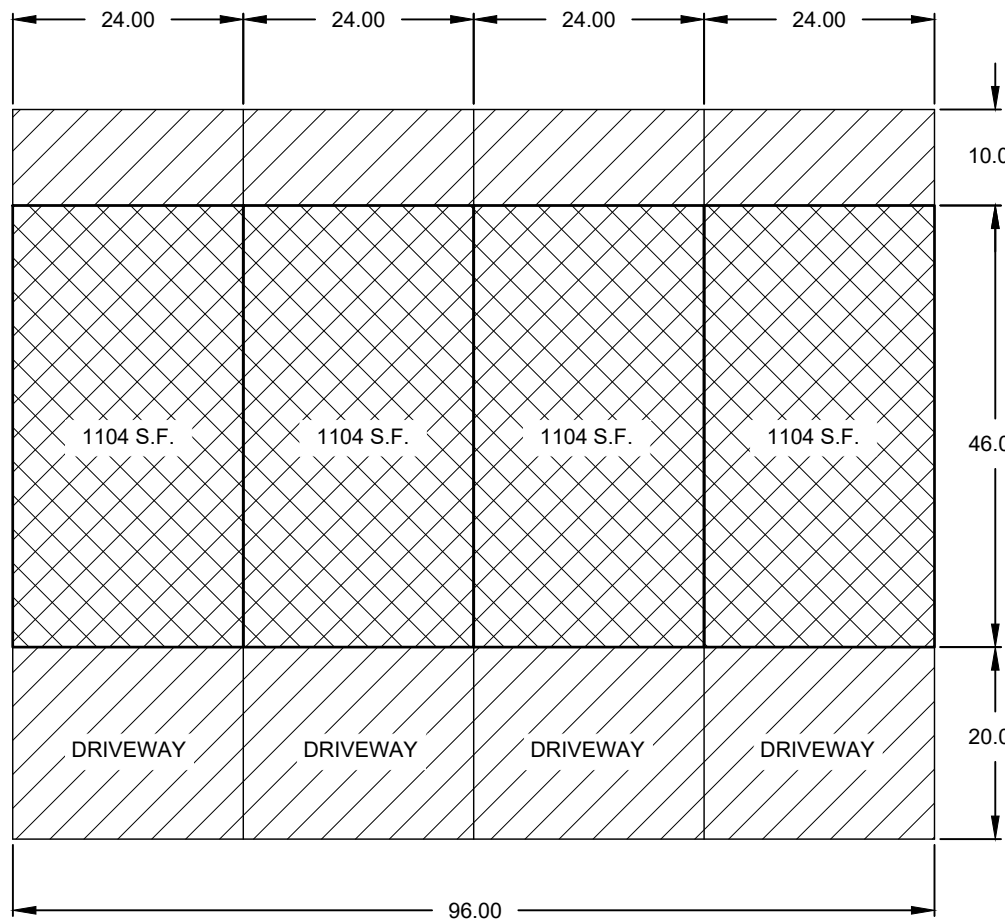
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LOTS 274-287, 318-338, 345-361, 374-380, 412-418



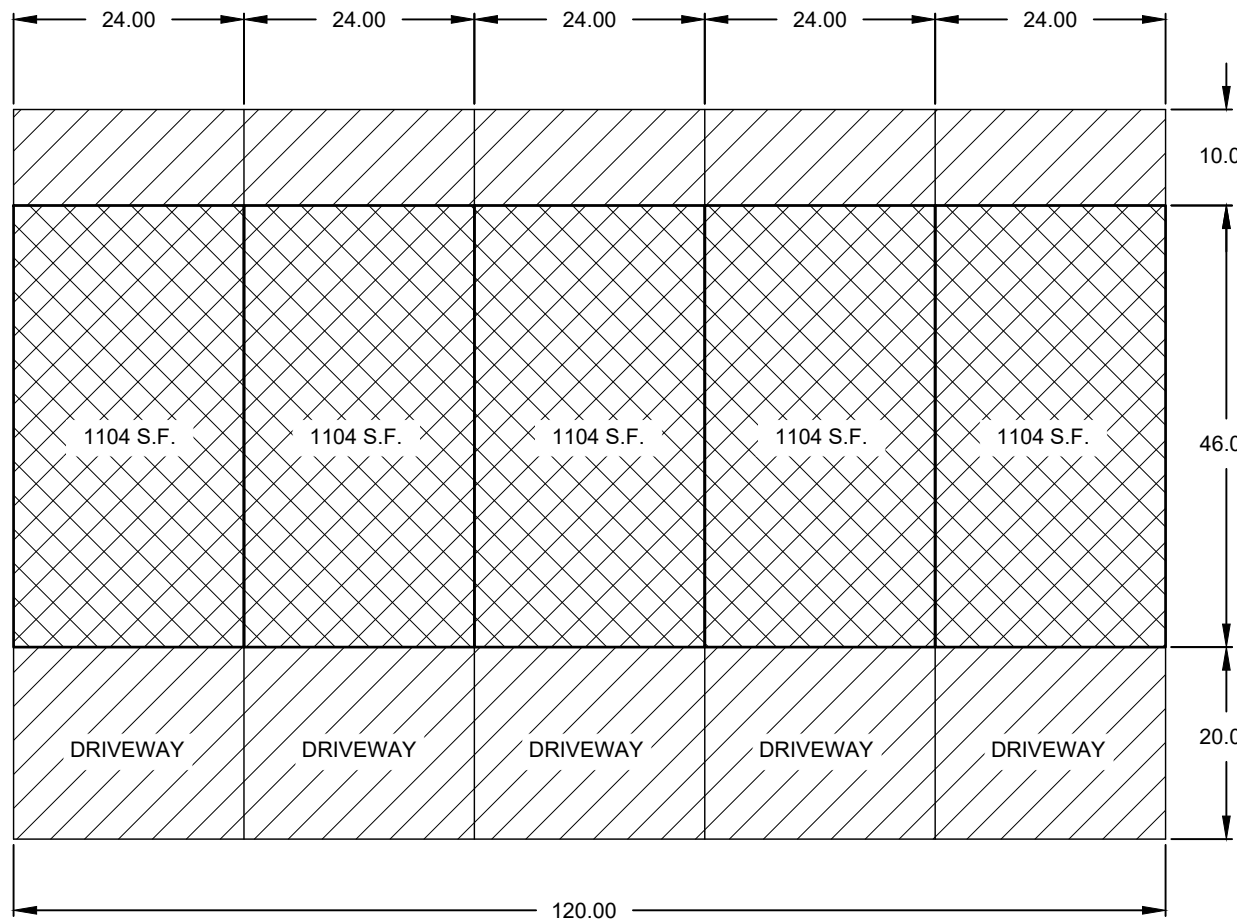
REAR LOAD 8-PLEX
LOTS 1-16, 242-273, 404-411



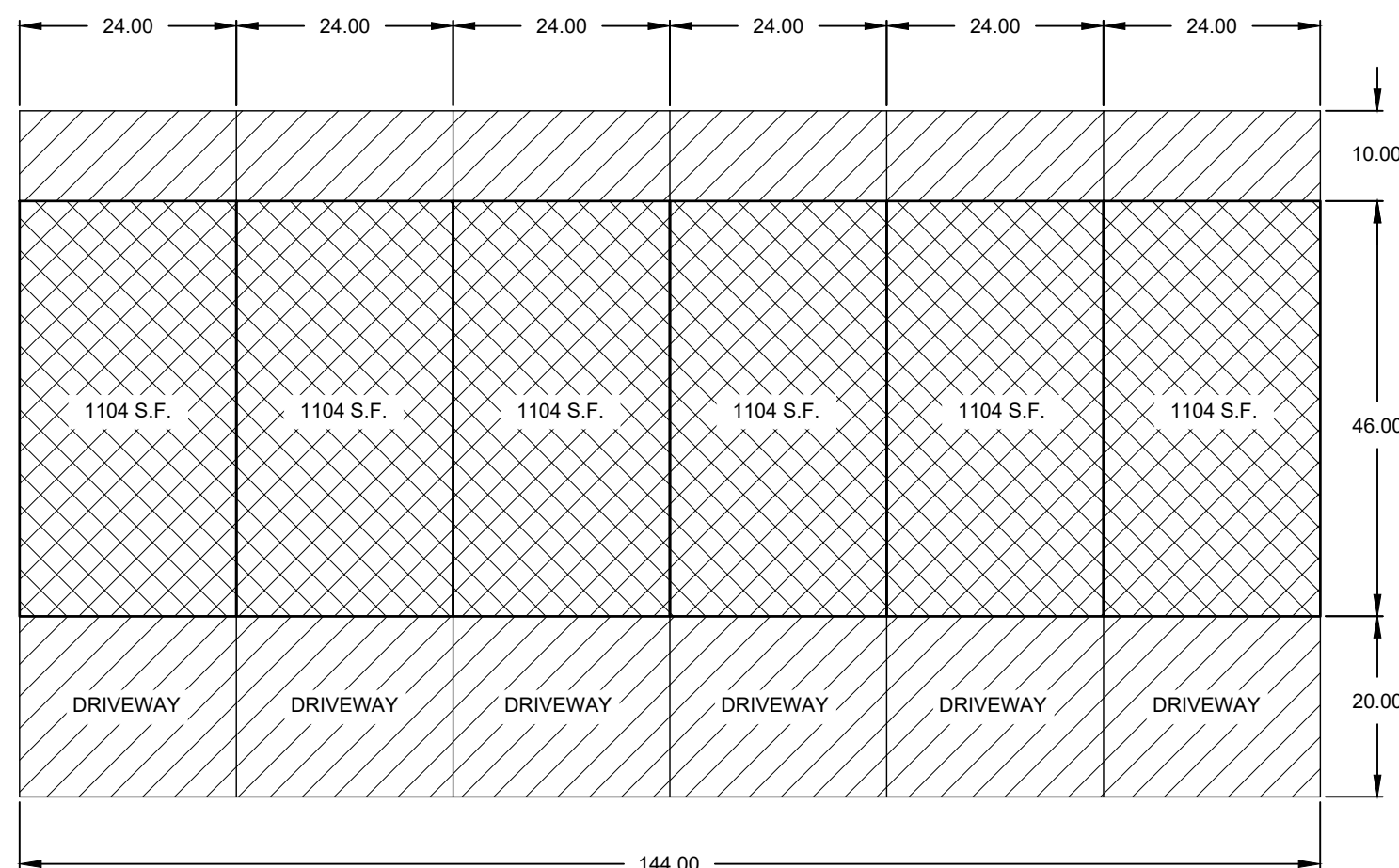
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LOTS 165-170, 394-399



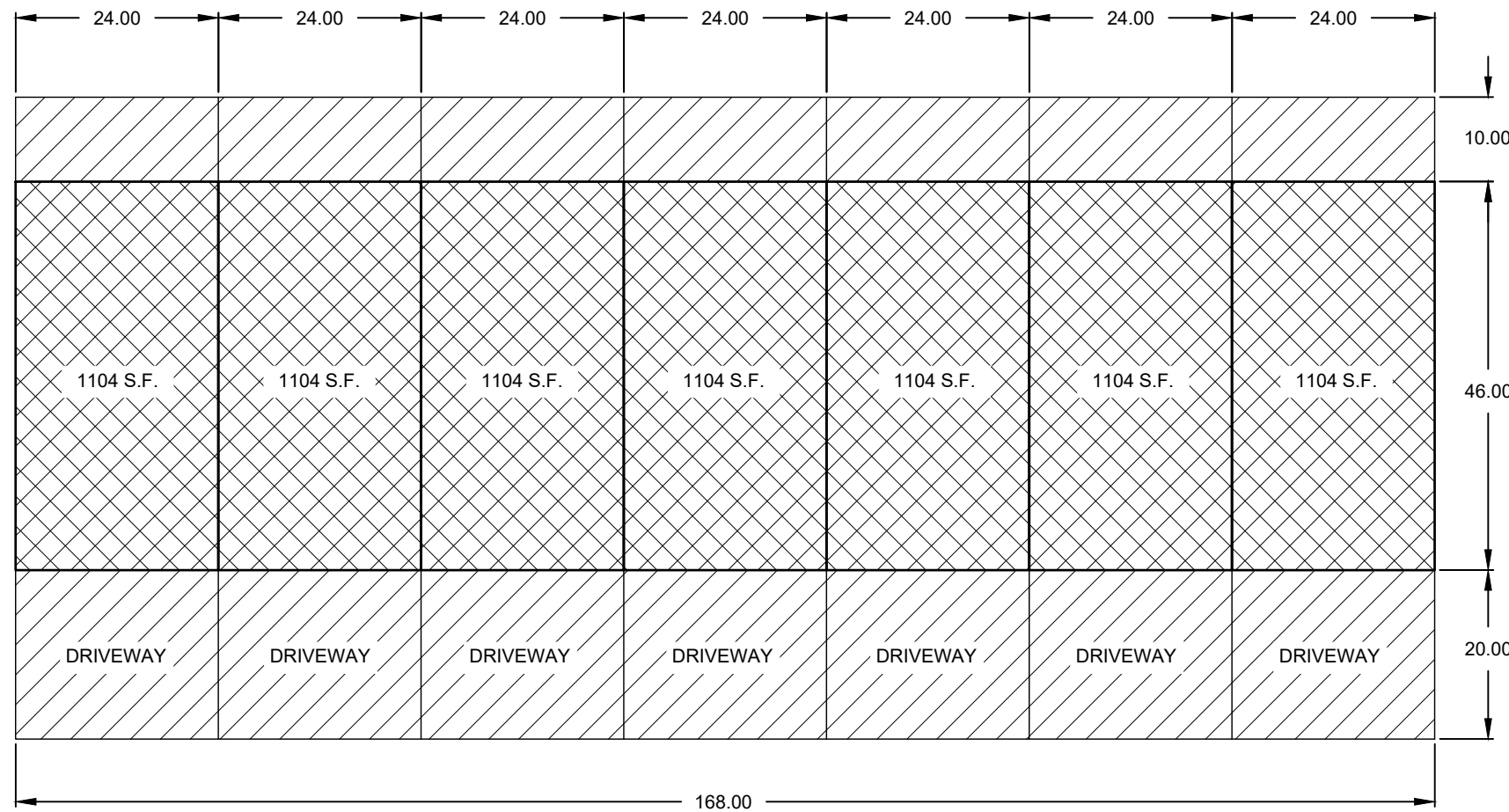
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LOTS 37-44, 133-140, 179-190,



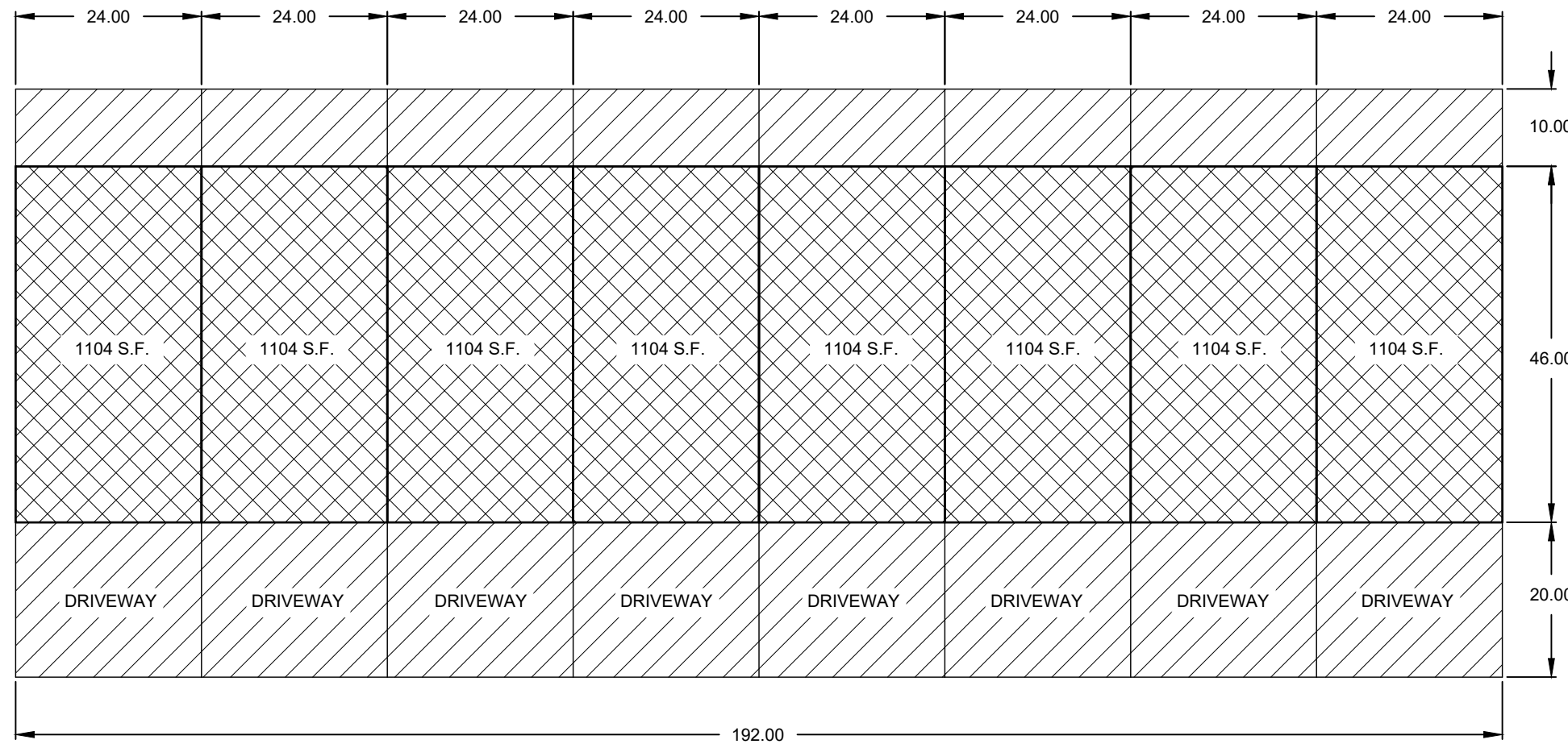
FRONT LOAD 5-PLEX
LOTS 17-36, 90-99, 116-125, 147-156, 199-203, 288-317,



FRONT LOAD 6-PLEX
LOTS 141-146, 388-393



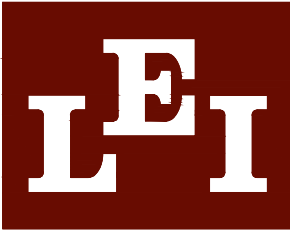
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LOTS 45-51, 68-74, 83-89, 126-132, 204-210, 235-241, 381-387



FRONT LOAD 8-PLEX
LOTS 52-67, 75-82, 100-115, 157-164, 171-178, 191-198, 211-234

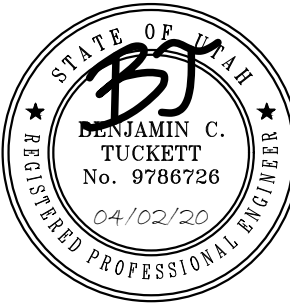
LEGEND

- PRIVATE OWNERSHIP
- LIMITED COMMON AREA
- COMMON AREA / P.U.E.



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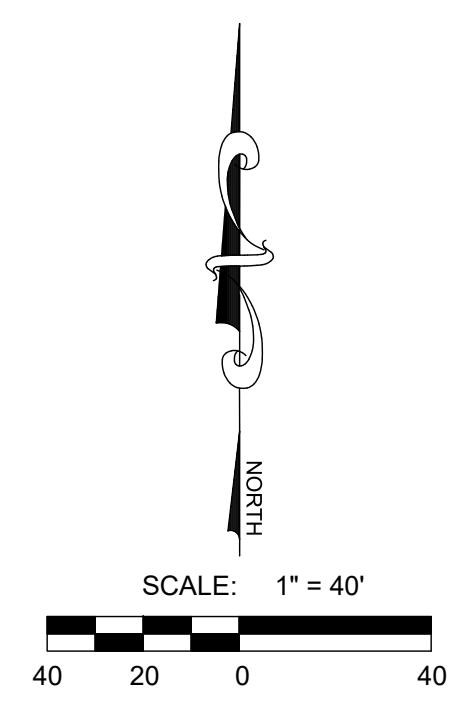
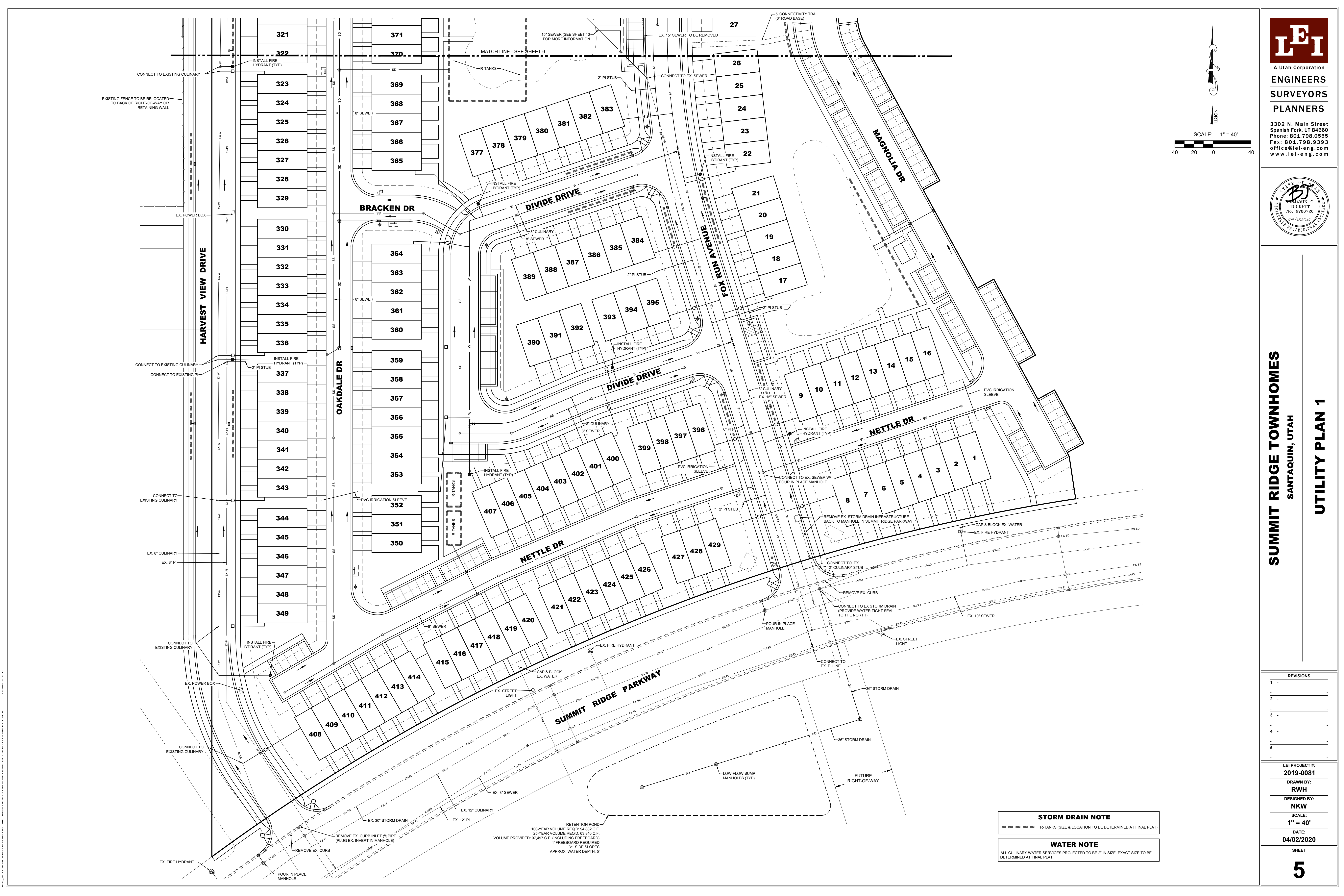
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SUMMIT RIDGE TOWNHOMES
SANTAQUIN, UTAH
BUILDING LAYOUT

REVISIONS	
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LEI PROJECT #:
2019-0081
DRAWN BY:
RWH
DESIGNED BY:
NKW
SCALE:
1"=20'
DATE:
04/02/2020



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SUMMIT RIDGE TOWNHOMES

SANTAQUIN, UTAH

UTILITY PLAN 1

REVISIONS	
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LEI PROJECT #:
2019-0081

DRAWN BY:
RWH

DESIGNED BY:
NKKW

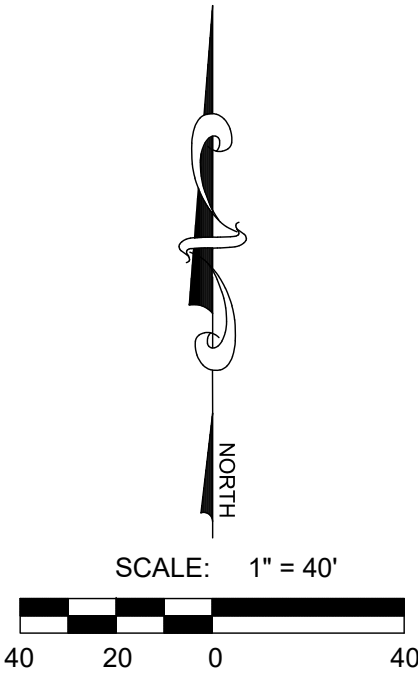
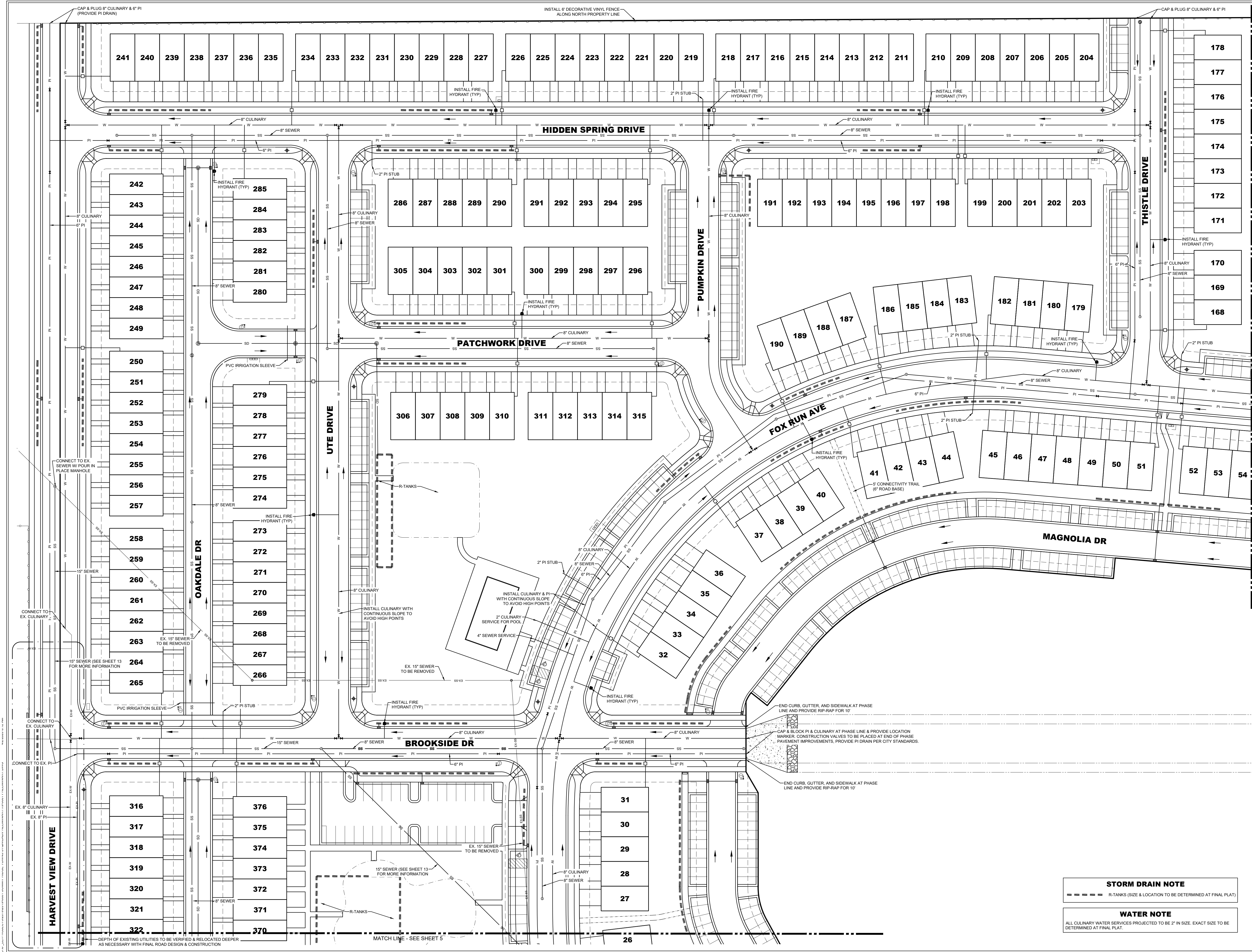
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DATE:
04/02/2020

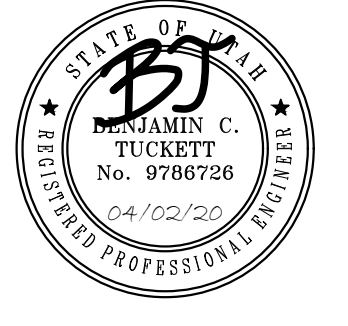
STORM DRAIN NOTE
R-TANKS (SIZE & LOCATION TO BE DETERMINED AT FINAL PLAT)

WATER NOTE
ALL CULINARY WATER SERVICES PROJECTED TO BE 2" IN SIZE. EXACT SIZE TO BE DETERMINED AT FINAL PLAT.

RETENTION POND
100-YEAR VOLUME REQ'D: 94,882 C.F.
25-YEAR VOLUME REQ'D: 63,840 C.F.
VOLUME PROVIDED: 97,497 C.F. (INCLUDING FREEBOARD)
1' FREEBOARD REQUIRED
3:1 SIDE SLOPES
APPROX. WATER DEPTH: 5'



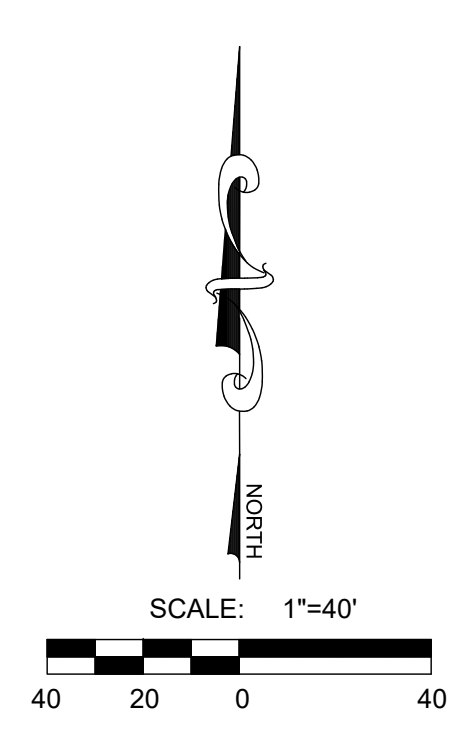
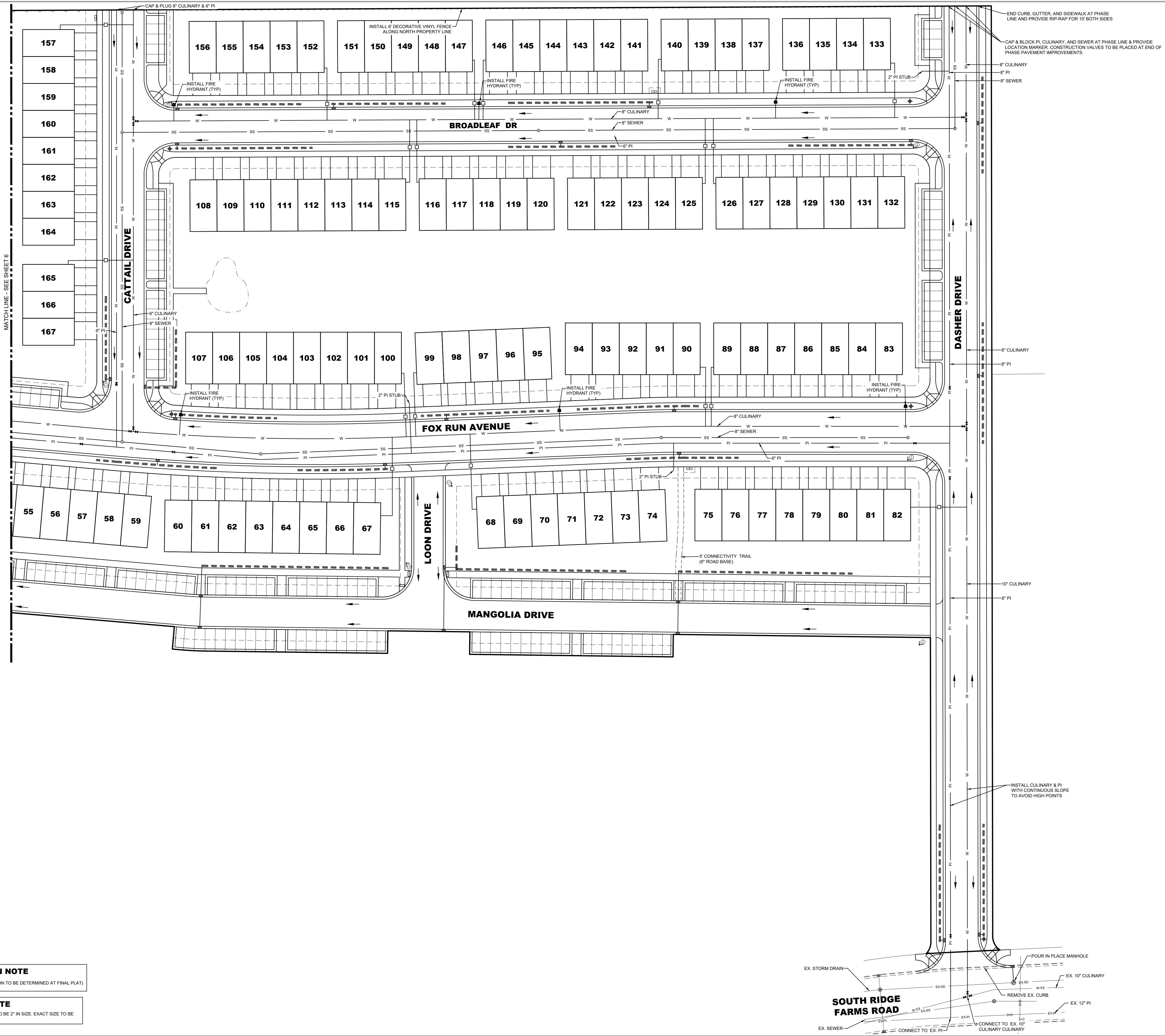
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SUMMIT RIDGE TOWNHOMES
SANTAQUIN, UTAH
UTILITY PLAN 2

REVISIONS	
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LEI PROJECT #:
2019-0081
DRAWN BY:
RWH
DESIGNED BY:
NKW
SCALE:
1" = 40'
DATE:
04/02/2020



STORM DRAIN NOTE
- - - - - R-TANKS (SIZE AND LOCATION TO BE DETERMINED AT FINAL PLAT)

WATER NOTE
ALL CULINARY WATER SERVICES PROJECTED TO BE 2" IN SIZE. EXACT SIZE TO BE DETERMINED AT FINAL PLAT.



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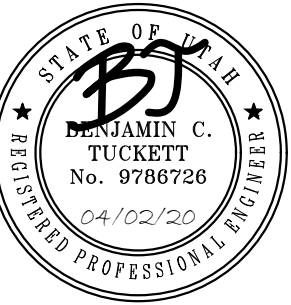
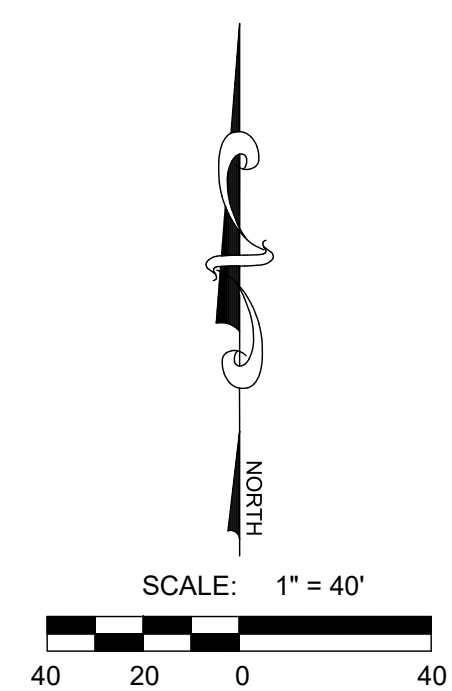
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SUMMIT RIDGE TOWNHOMES
SANTAQUIN, UTAH
UTILITY PLAN 3

REVISIONS	
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LEI PROJECT #: 2019-0081	
DRAWN BY: RWH	
DESIGNED BY: NKKW	
SCALE: 1"=40'	
DATE: 04/02/2020	
SHEET	
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SUMMIT RIDGE TOWNHOMES
SANTAQUIN, UTAH

GRADING PLAN / STORM DRAIN 1

[illegible]

FEI PROJECT #:
2019-0081

DRAWN BY:
RWH

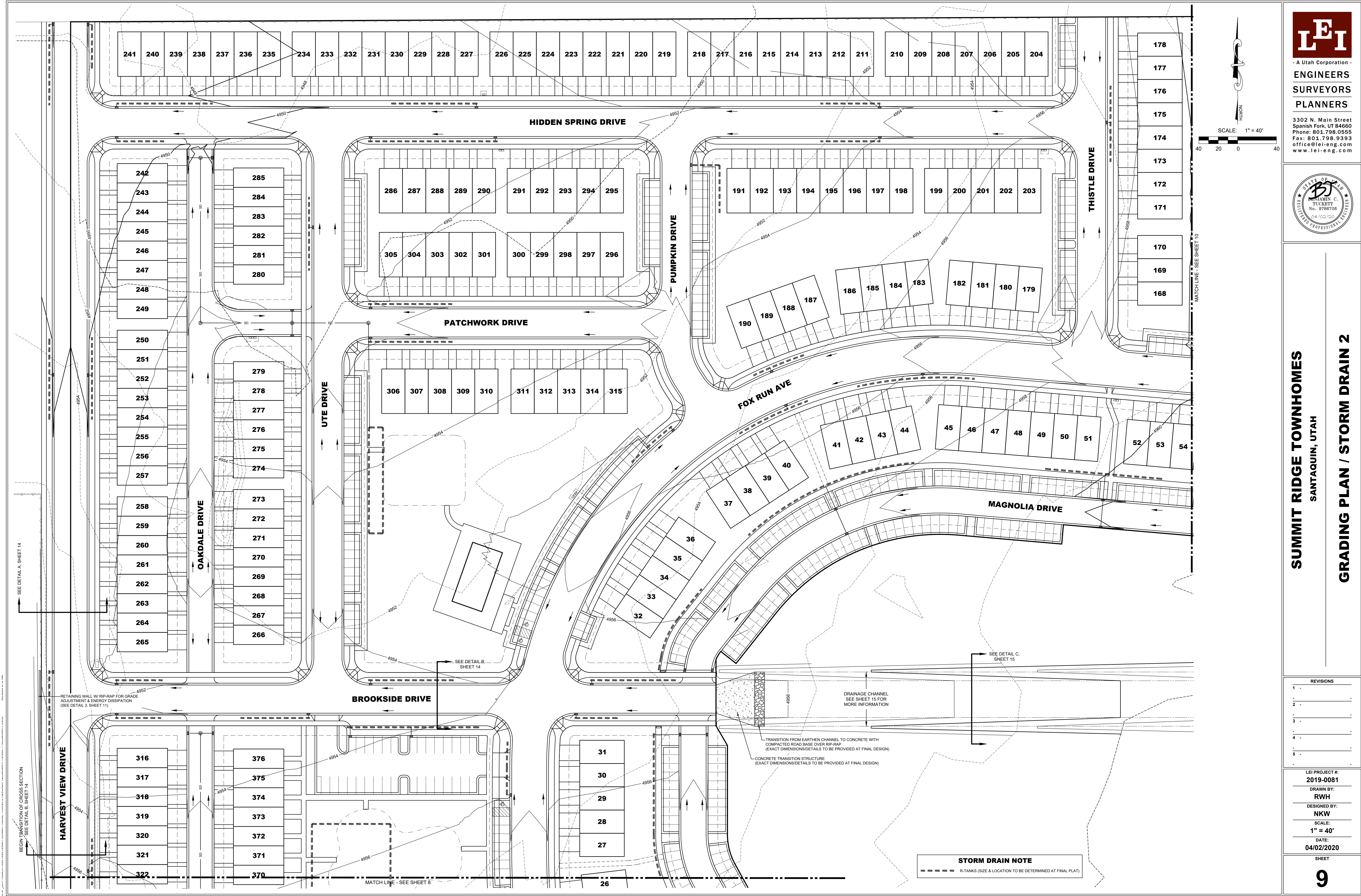
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NKW

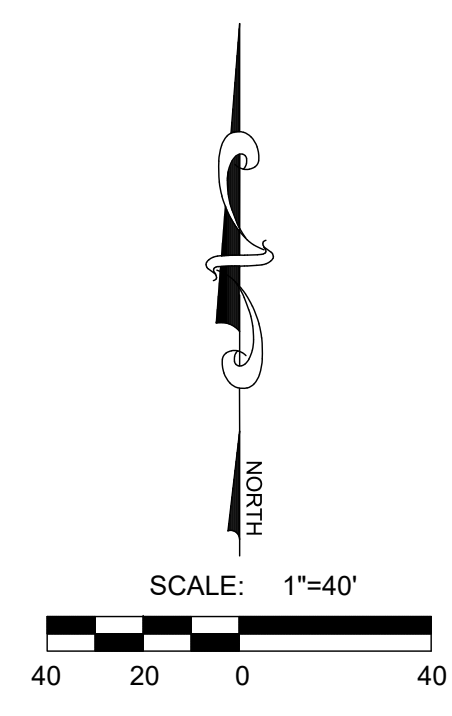
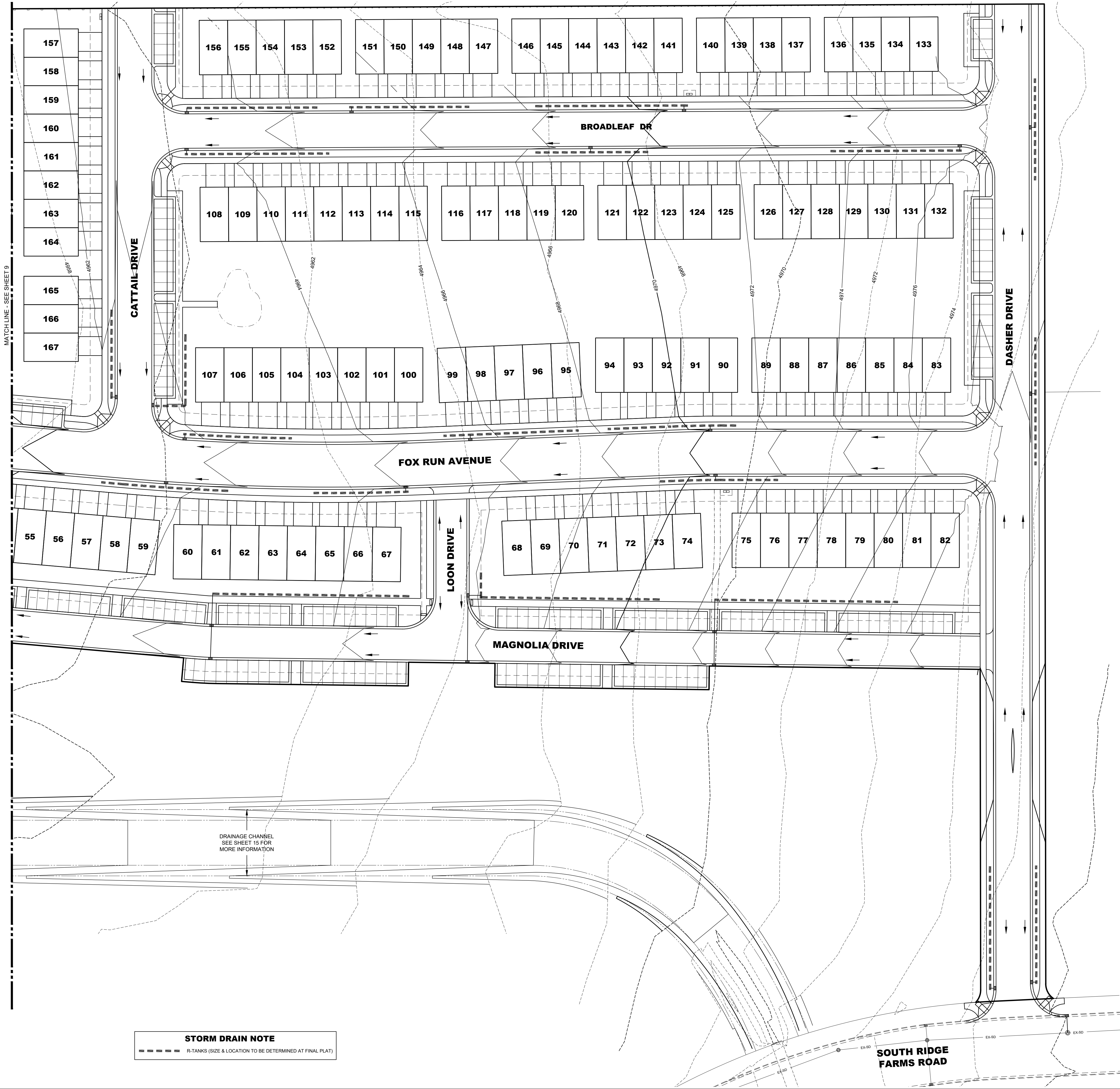
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4/02/2020

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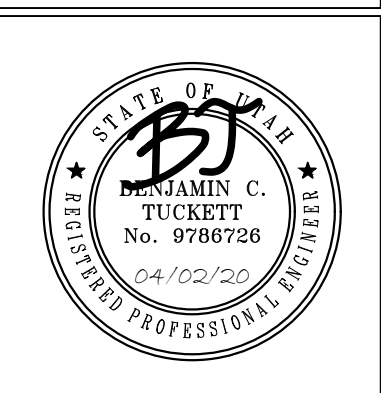
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SUMMIT RIDGE TOWNHOMES

SANTAQUIN, UTAH

GRADING PLAN / STORM DRAIN 3

REVISIONS	
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LEI PROJECT #: 2019-0081	
DRAWN BY: RWH	
DESIGNED BY: NKG	
SCALE: 1"=40'	
DATE: 04/02/2020	
SHEET	
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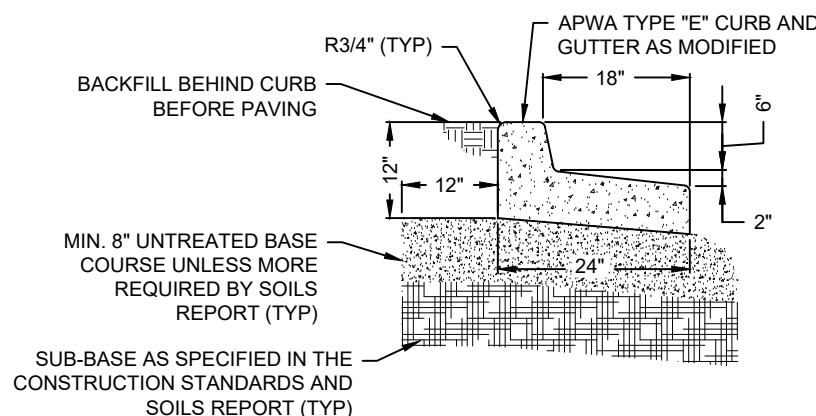


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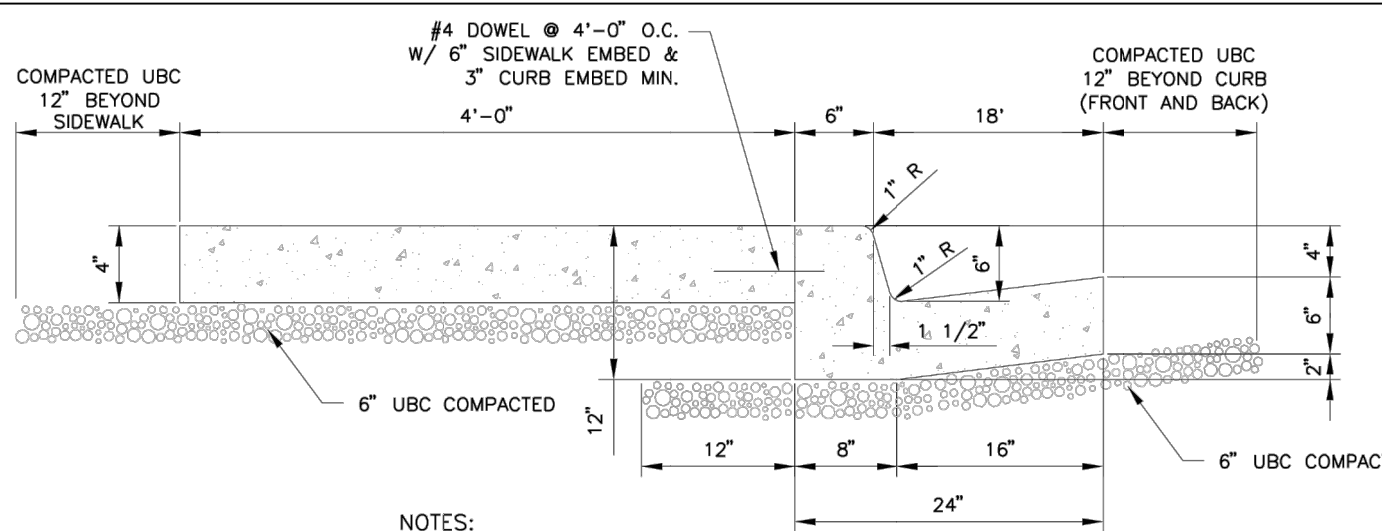
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SUMMIT RIDGE TOWNHOMES
SANTAQUIN, UTAH
DETAILS



SHED CURB & GUTTER

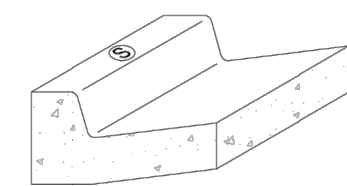


NOTES:

1. PROVIDE A TOOLED JOINT EVERY 10'-0" IN CURB & GUTTER, & EVERY 5'-0" IN SIDEWALK.
2. PROVIDE AN EXPANSION JOINT EVERY 30'-0" IN SIDEWALK.

TYPICAL HIGH BACK CURB AND GUTTER

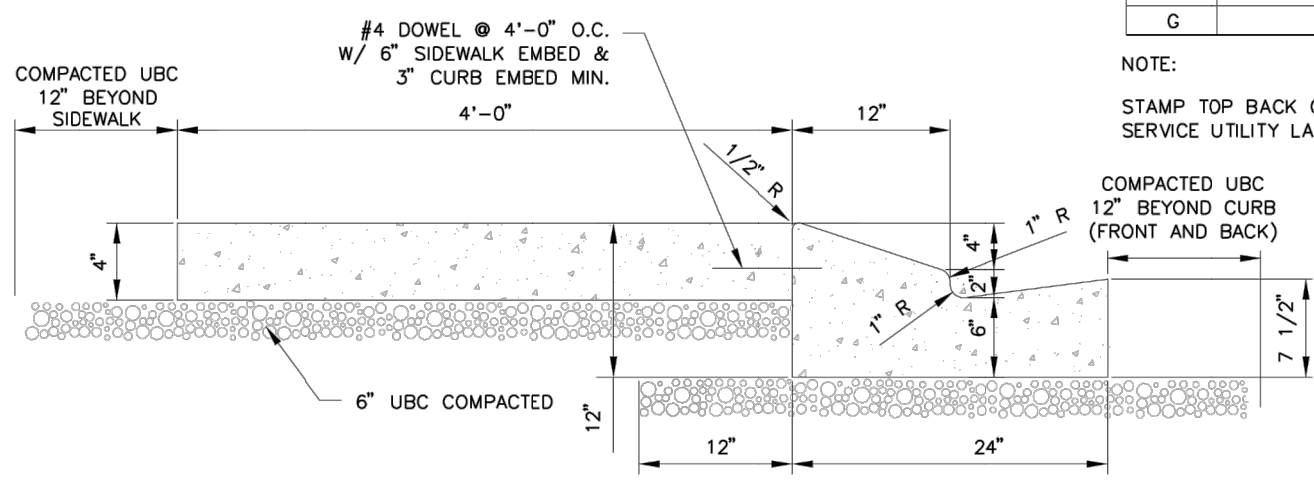
NOT TO SCALE



W	WATER
S	SEWER
SD	STORM DRAIN
PI	PRESSURIZED IRRIGATION
G	GAS

NOTE:

STAMP TOP BACK OF CURB ABOVE INSTALLED SERVICE UTILITY LATERALS. REQ'D



NOTES:

1. 24" MOUNTABLE CURB IS APPROVED ONLY ON A CASE BY CASE BASIS. (FACTORS FOR APPROVAL INCLUDE SUBDIVISION SIZE, STORM WATER DRAINAGE ISSUES, STREET WIDTH, AND SURROUNDING SUBDIVISIONS.)
2. TRANSITIONS TO HIGH BACK CURB SHALL BE ACCOMPLISHED IN A MINIMUM OF 6'. (FOR CURB INLET BOXES, ETC.)

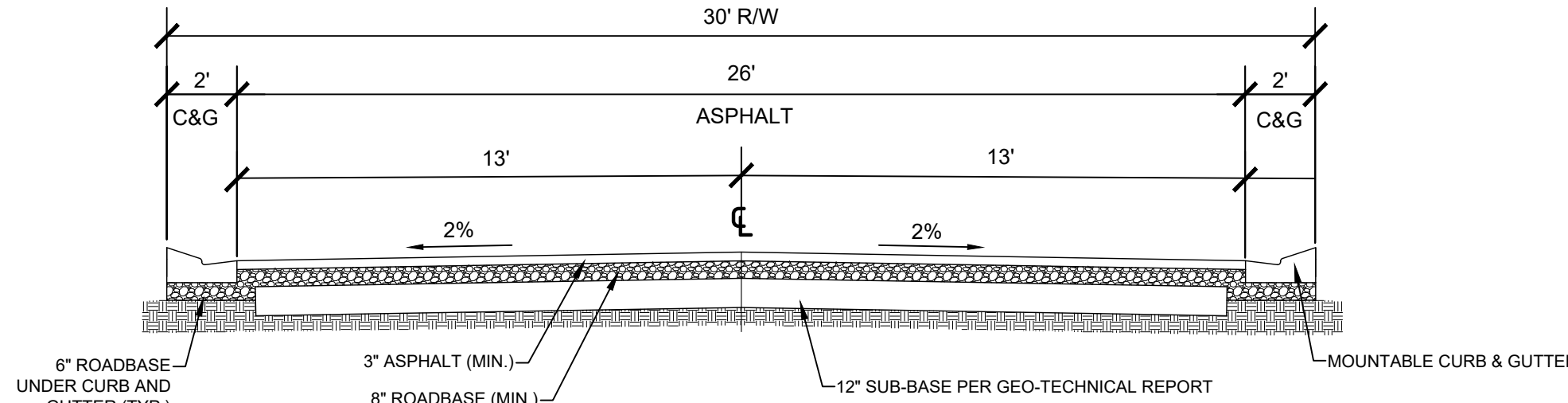
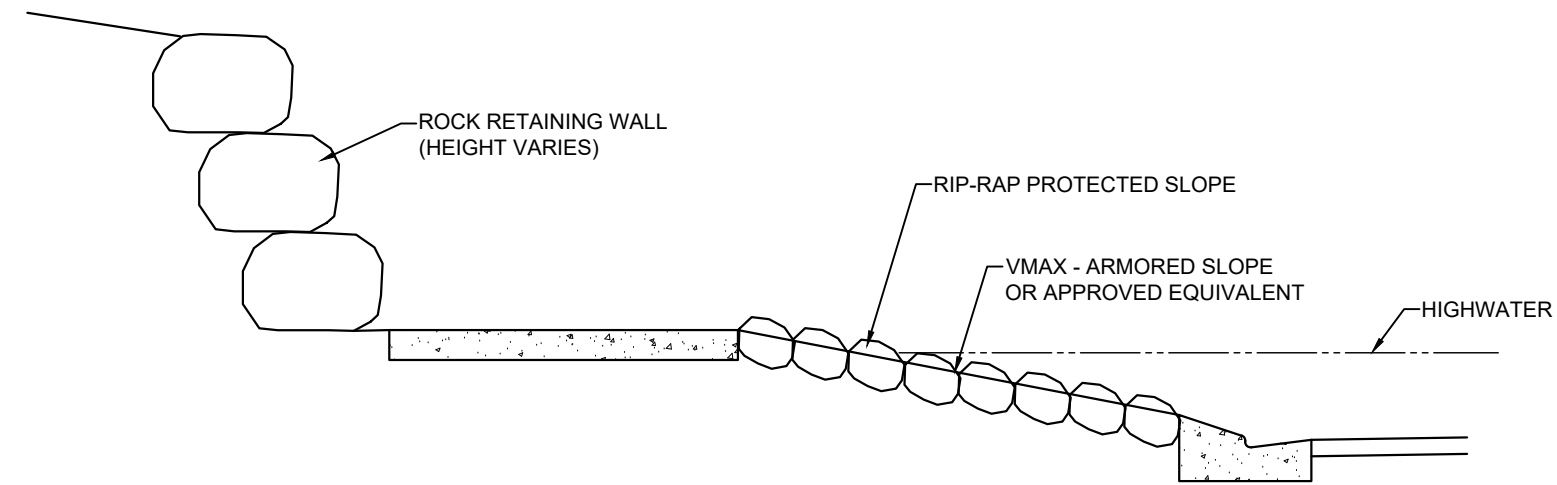
MOUNTABLE TYPE CURB AND GUTTER

NOT TO SCALE

1 CURB & GUTTER DETAILS

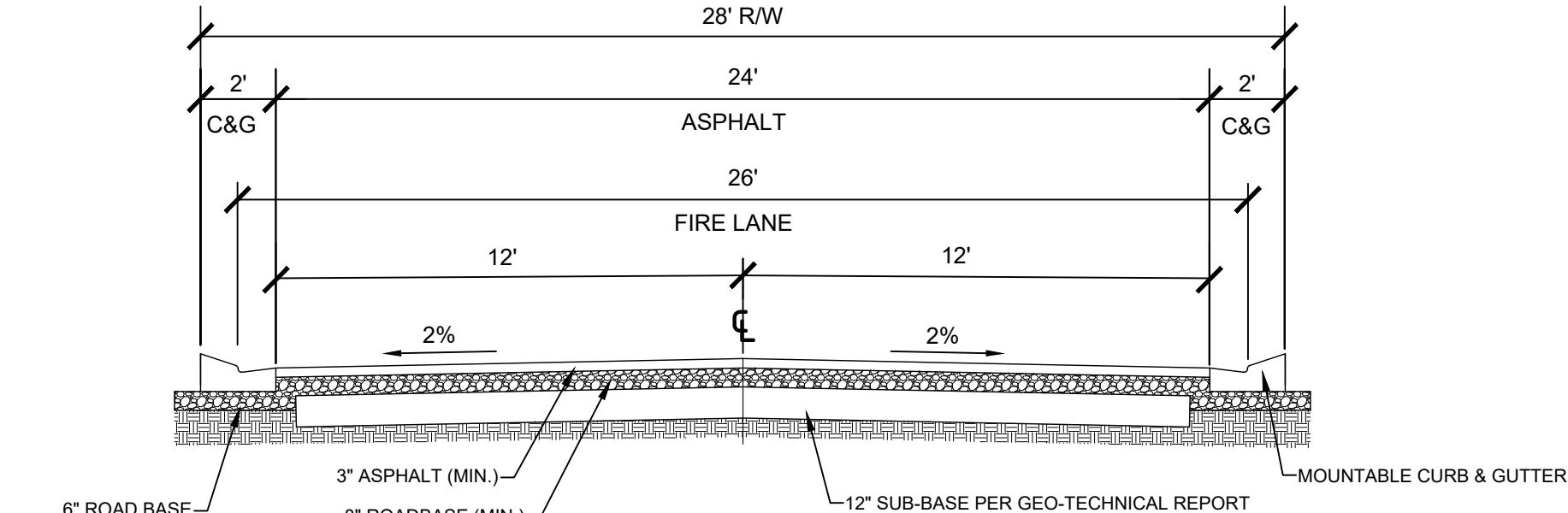
2 NOT USED

3 RETAINING WALL/RIP-RAP DETAIL (RIP-RAP SIZING / WALL HEIGHT TO BE PROVIDED AT FINAL DESIGN)



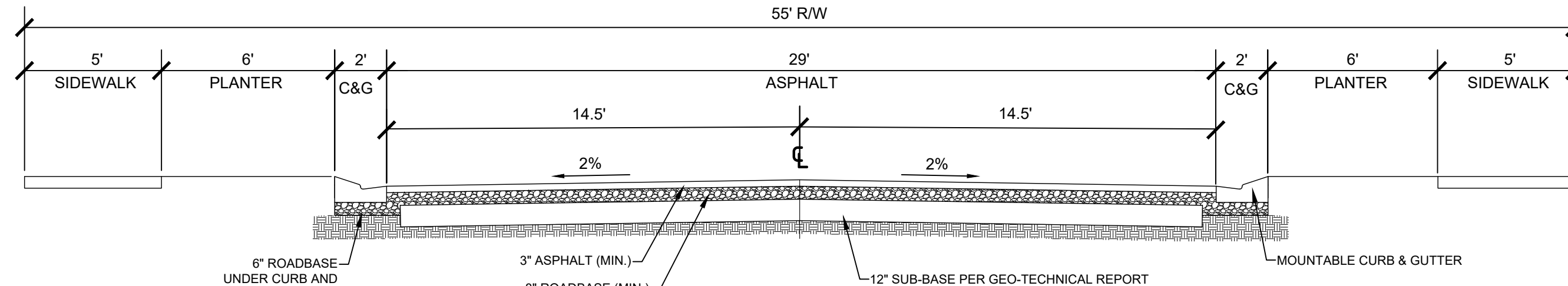
PRIVATE - 30' WIDE

NOTE: RED PAINTED CURBING AND "NO PARKING" SIGNS REQUIRED ON BOTH SIDES OF ROADWAY

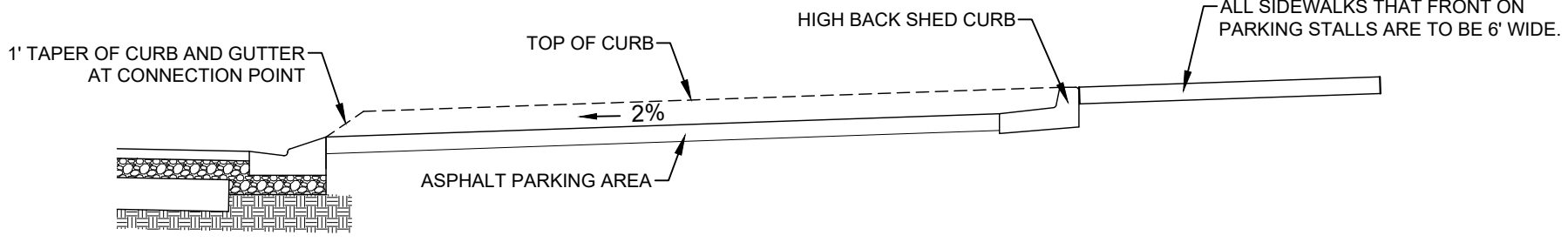


PRIVATE - 28' WIDE

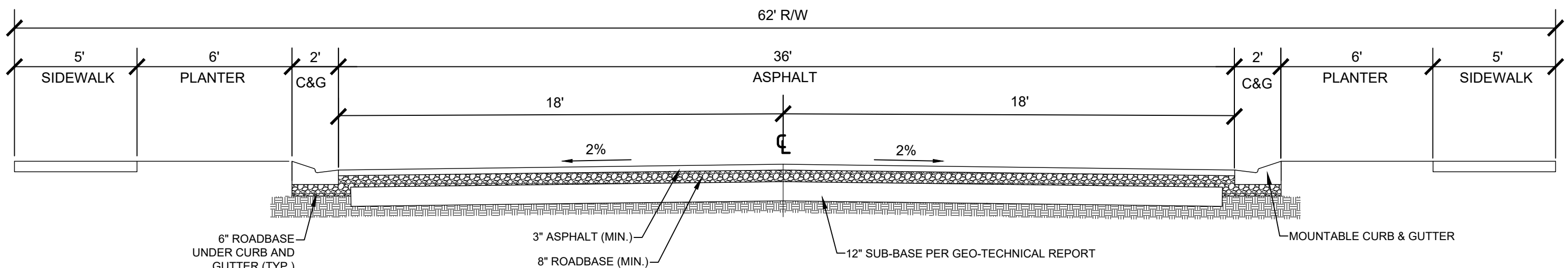
NOTE: RED PAINTED CURBING AND "NO PARKING" SIGNS REQUIRED ON BOTH SIDES OF ROADWAY



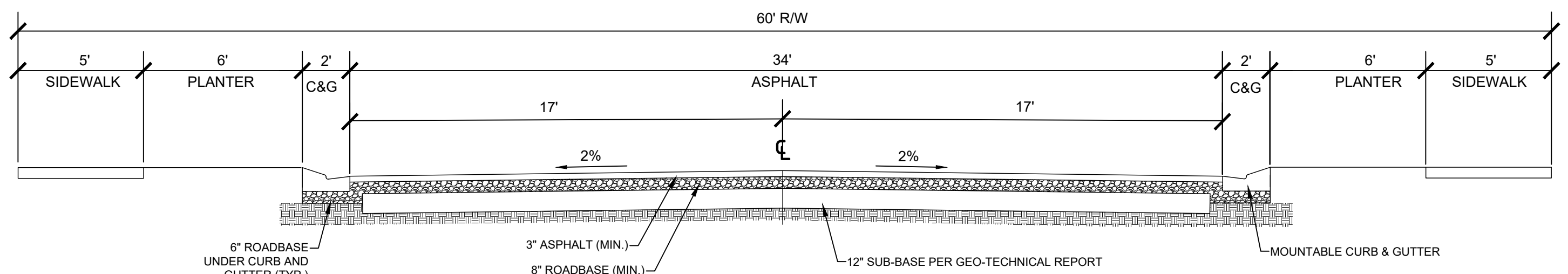
PUBLIC - 55' WIDE



PARKING STALLS ALONG ROADWAYS



PUBLIC - 62' WIDE
FOX RUN AVENUE



PUBLIC - 60' WIDE
HARVEST VIEW DRIVE

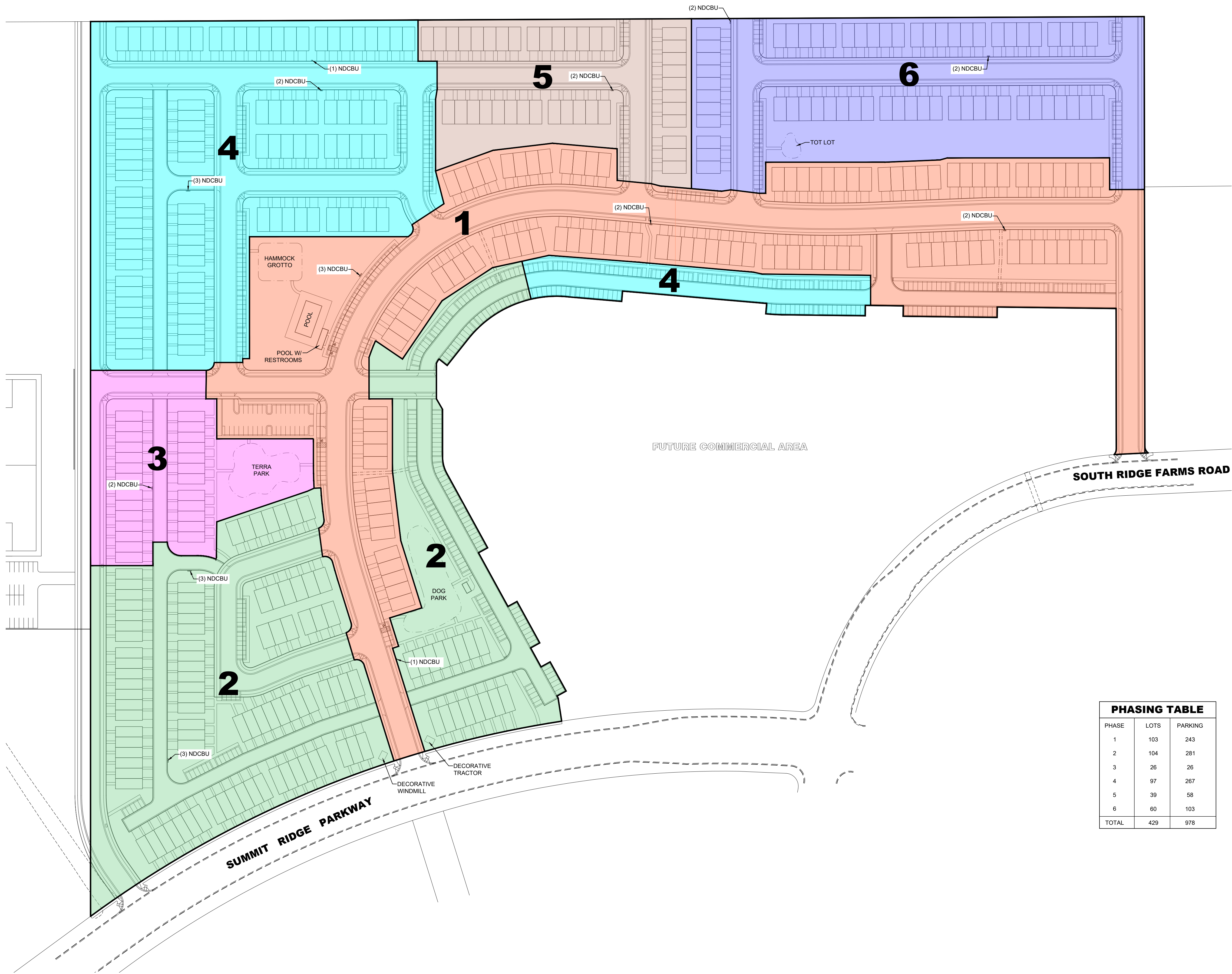
NOTE: RED PAINTED CURBING AND "NO PARKING" SIGNS REQUIRED ON BOTH SIDES OF ROADWAY

3 STREET CROSS-SECTIONS

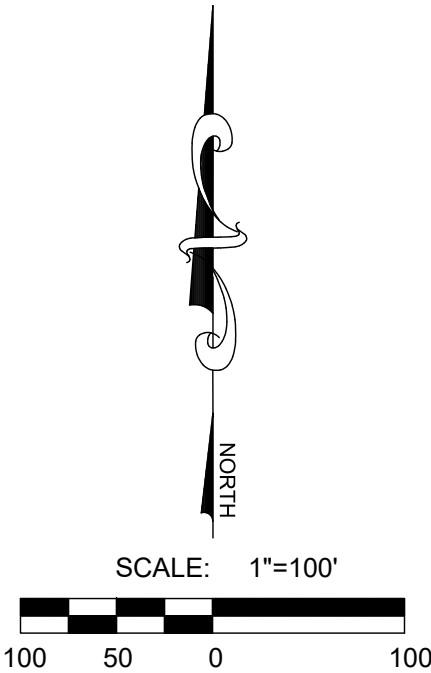
REVISIONS	
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LEI PROJECT #:
2019-0081
DRAWN BY:
RWH
DESIGNED BY:
NKW
SCALE:
N.T.S.
DATE:
04/02/2020

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PHASING TABLE		
PHASE	LOTS	PARKING
1	103	243
2	104	281
3	26	26
4	97	287
5	39	58
6	60	103
TOTAL	429	978

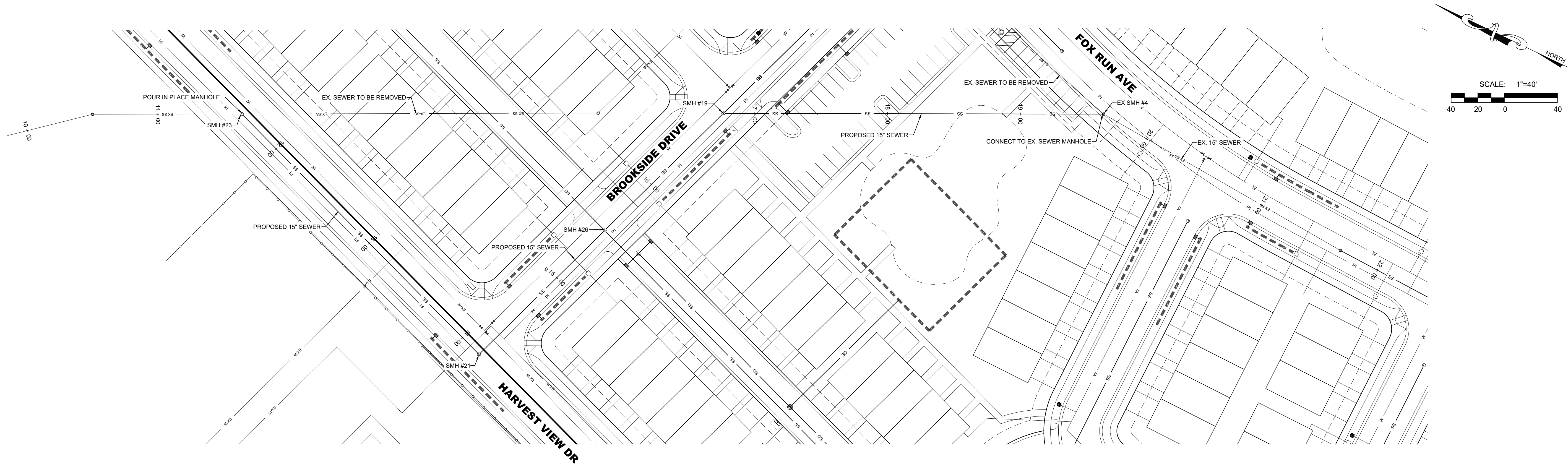
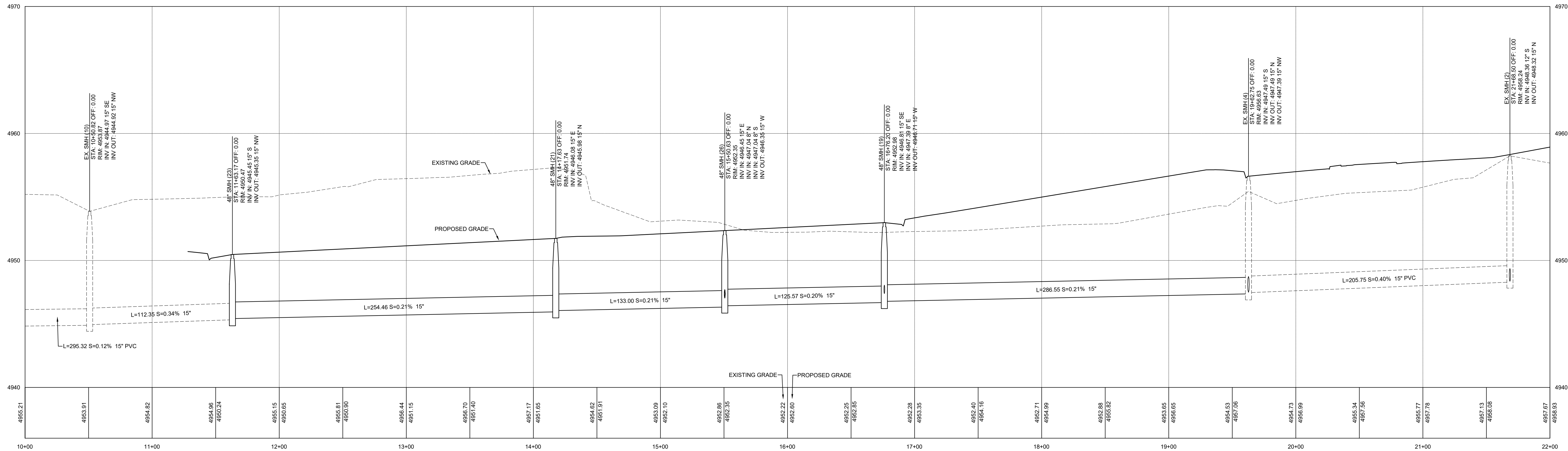


SUMMIT RIDGE TOWNHOMES
SANTAQUIN, UTAH
PHASING PLAN

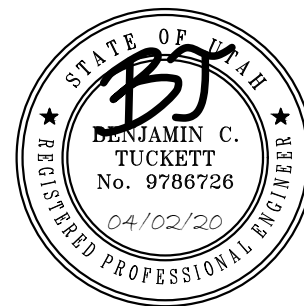
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LEI PROJECT #:
2019-0081
DRAWN BY:
RWH
DESIGNED BY:
NKW
SCALE:
1"=100'
DATE:
04/02/2020

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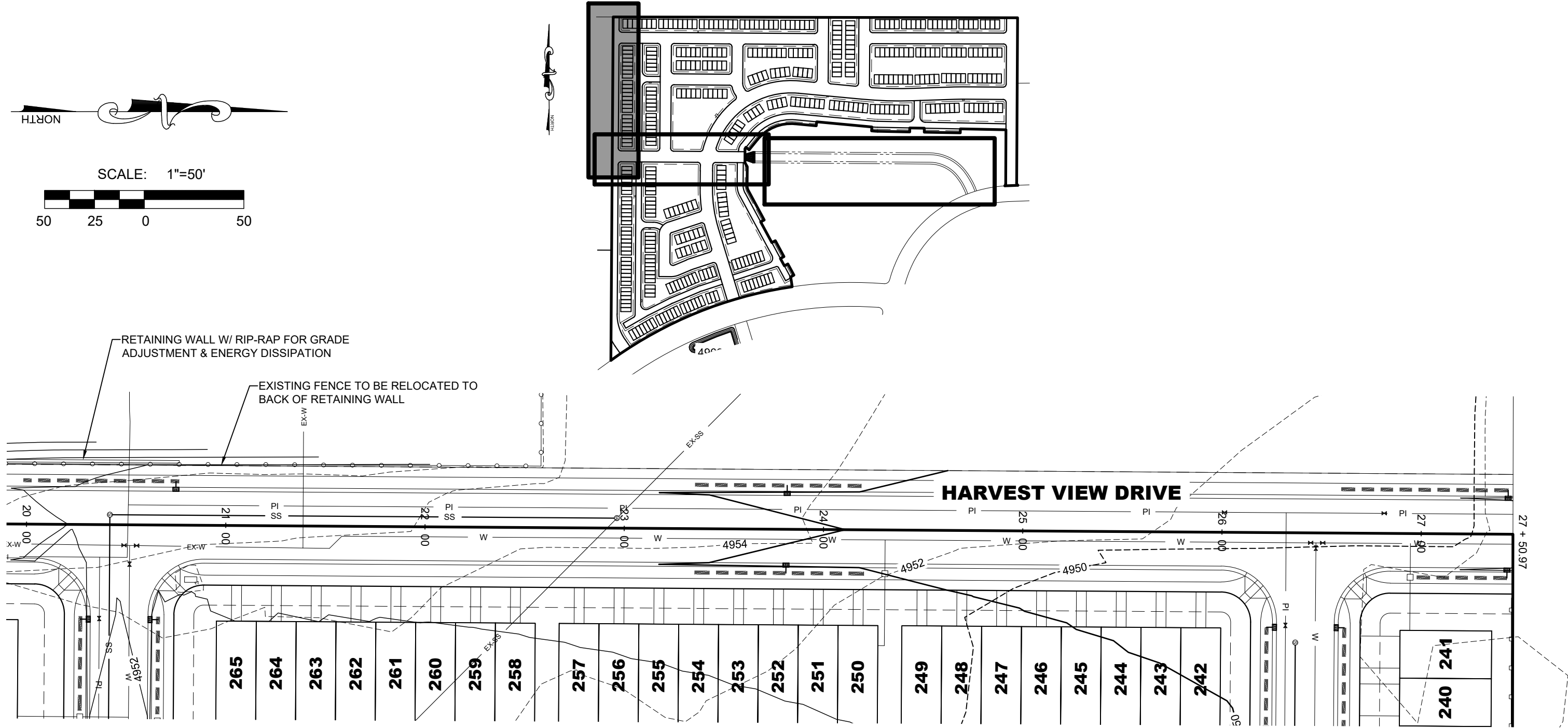
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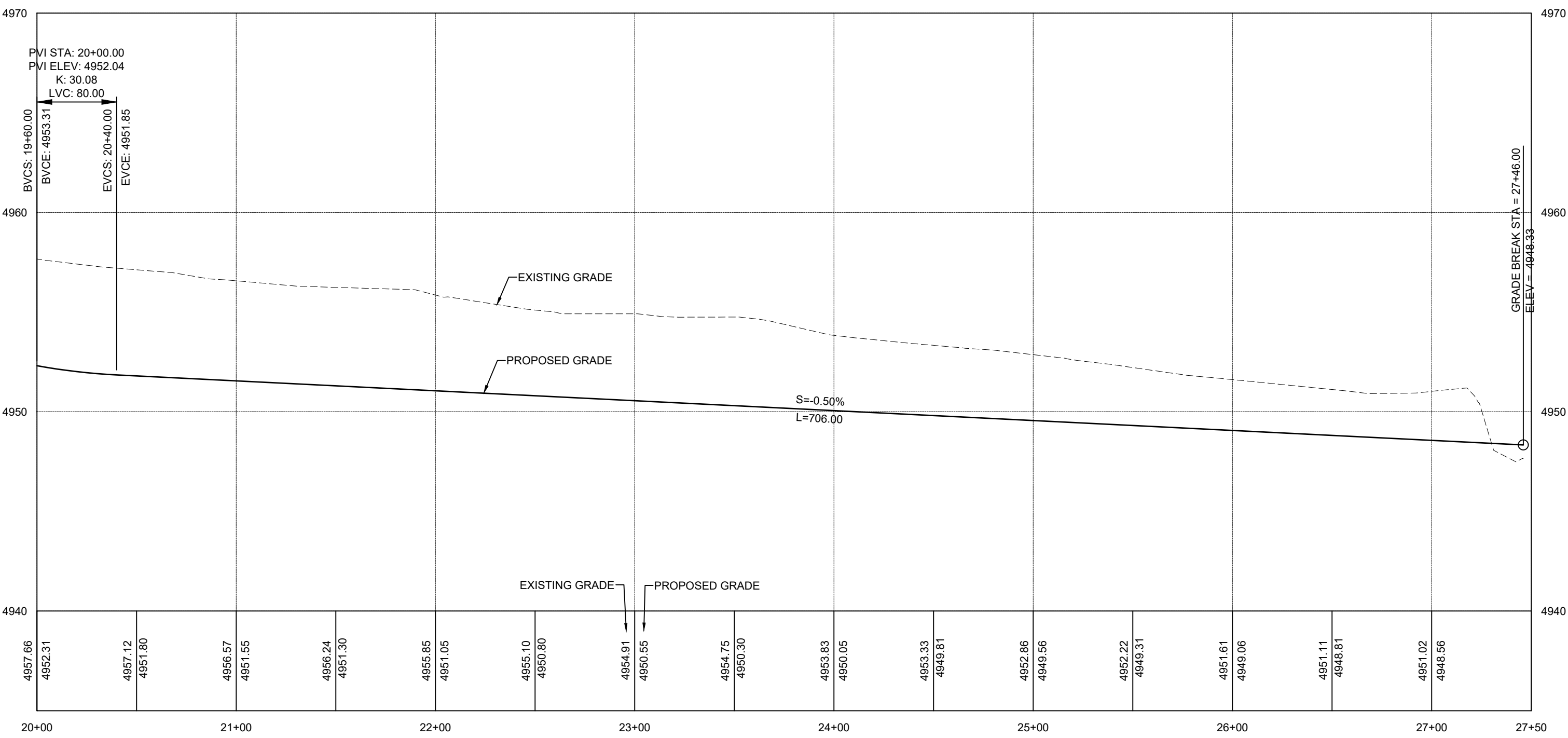
SUMMIT RIDGE TOWNHOMES
SANTAQUIN, UTAH
SEWER RE-ROUTE PLAN & PROFILE

REVISIONS	
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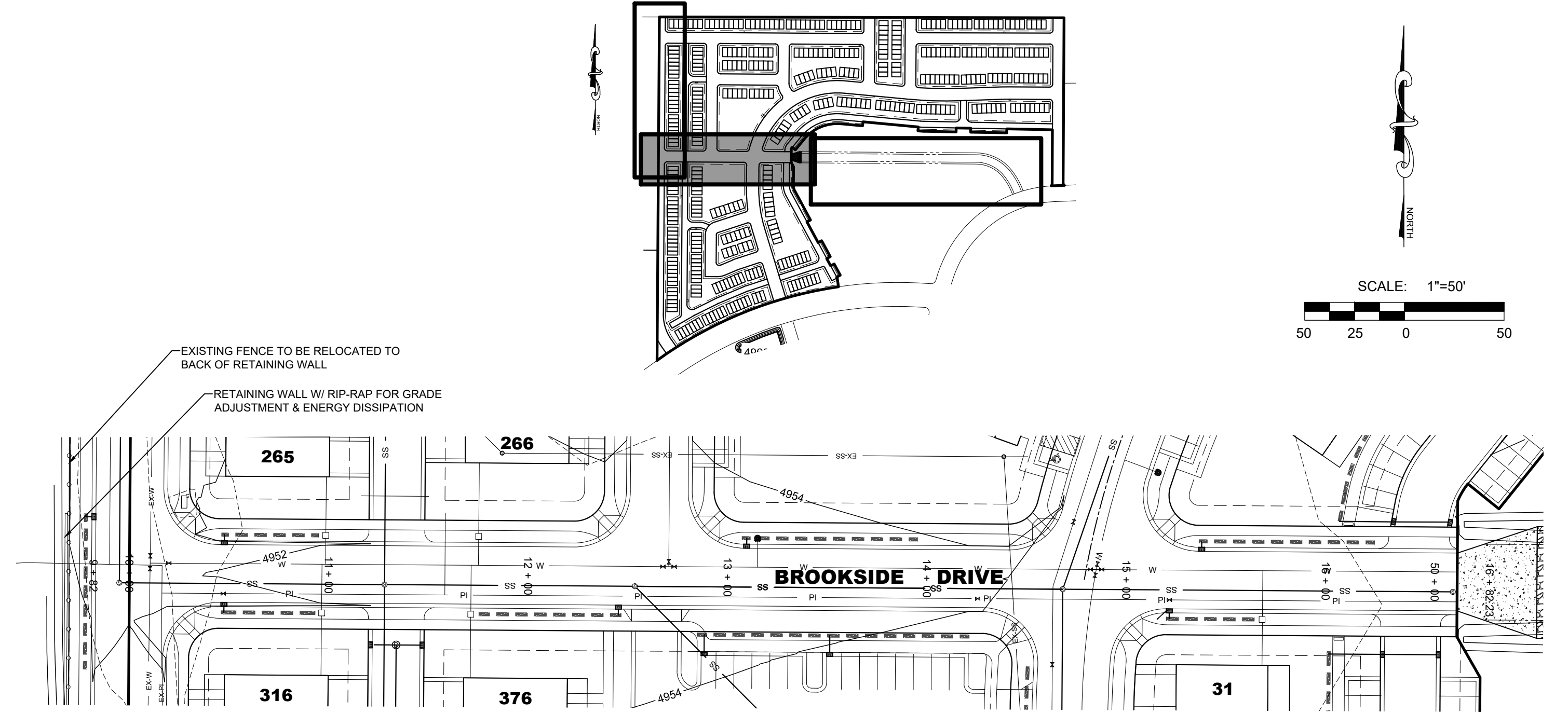
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DESIGNED BY: NKW
SCALE: 1"=40'
DATE: 04/02/2020



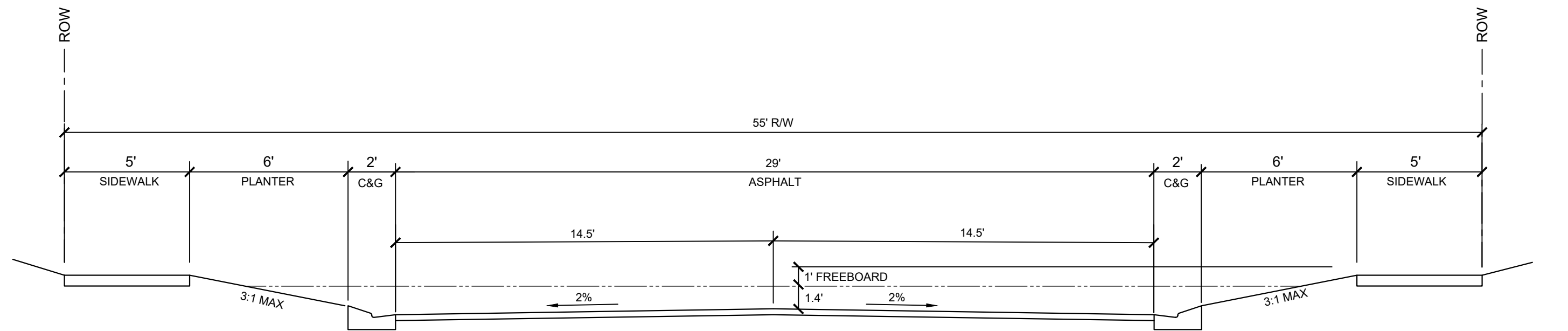
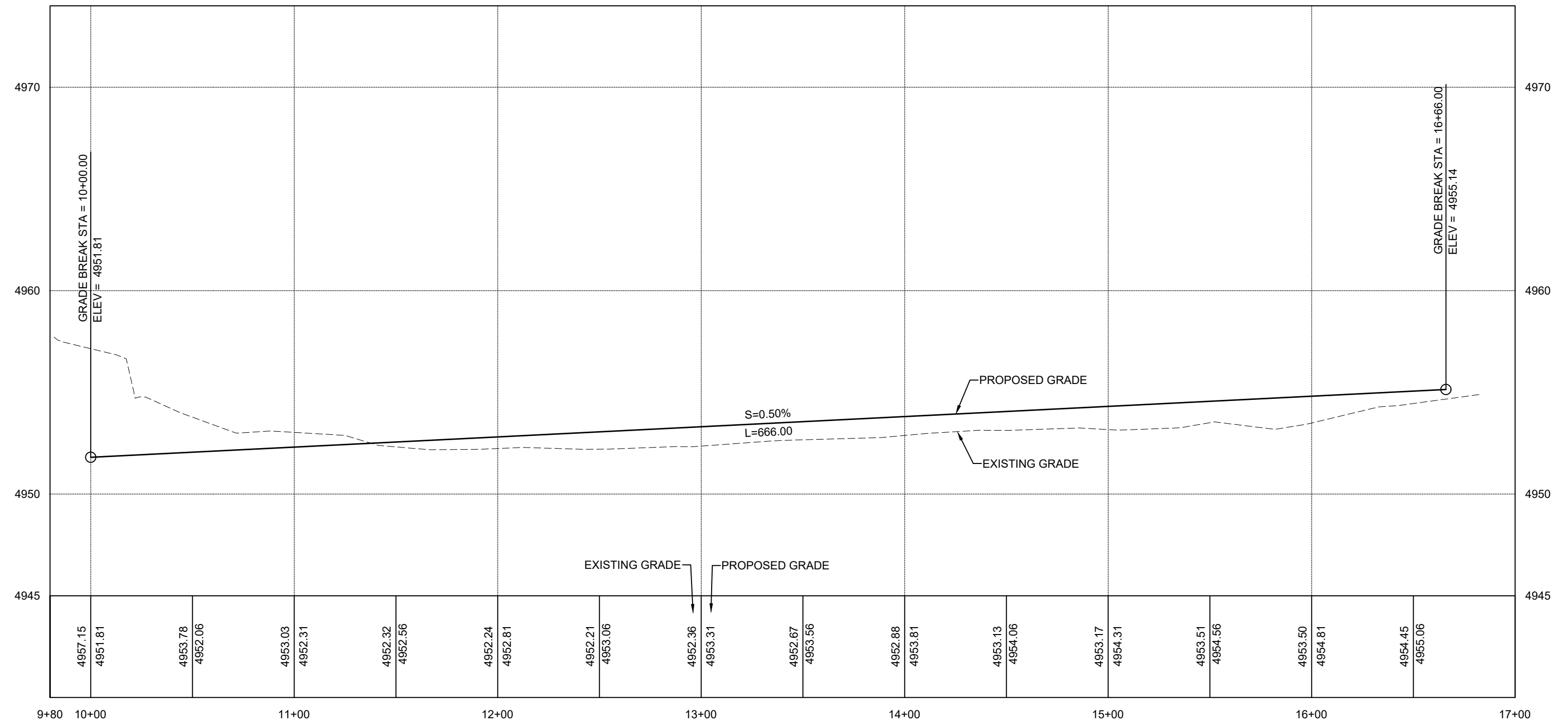
NOTE: ALL SEWER MANHOLE LIDS IN BROOKSIDE DRIVE AND HARVEST VIEW DRIVE SHALL BE GASKETED TO REDUCE INFILTRATION



SECTION 1
PUBLIC 62' ROADWAY



NOTE: ALL SEWER MANHOLE LIDS IN BROOKSIDE DRIVE AND HARVEST VIEW DRIVE SHALL BE GASKETED TO REDUCE INFILTRATION



SECTION 2
PUBLIC 55' ROADWAY

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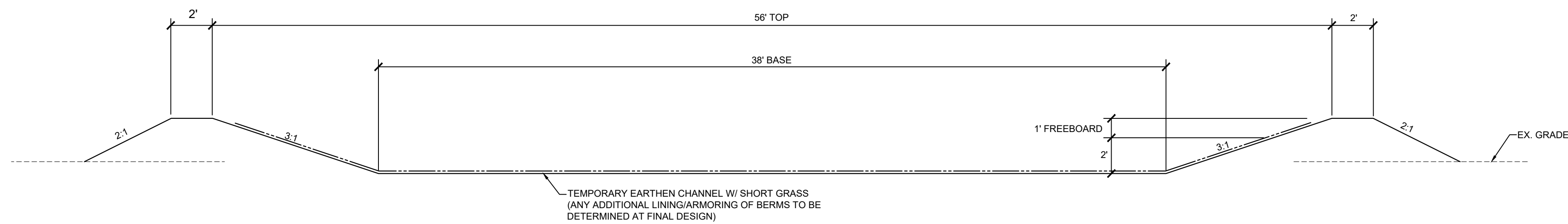
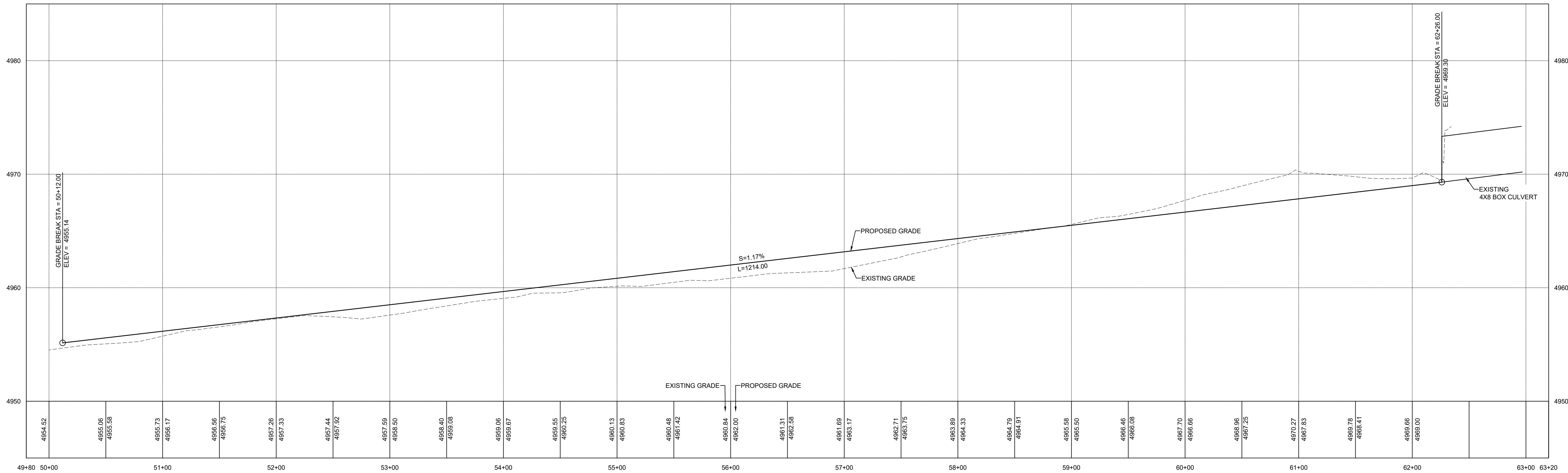
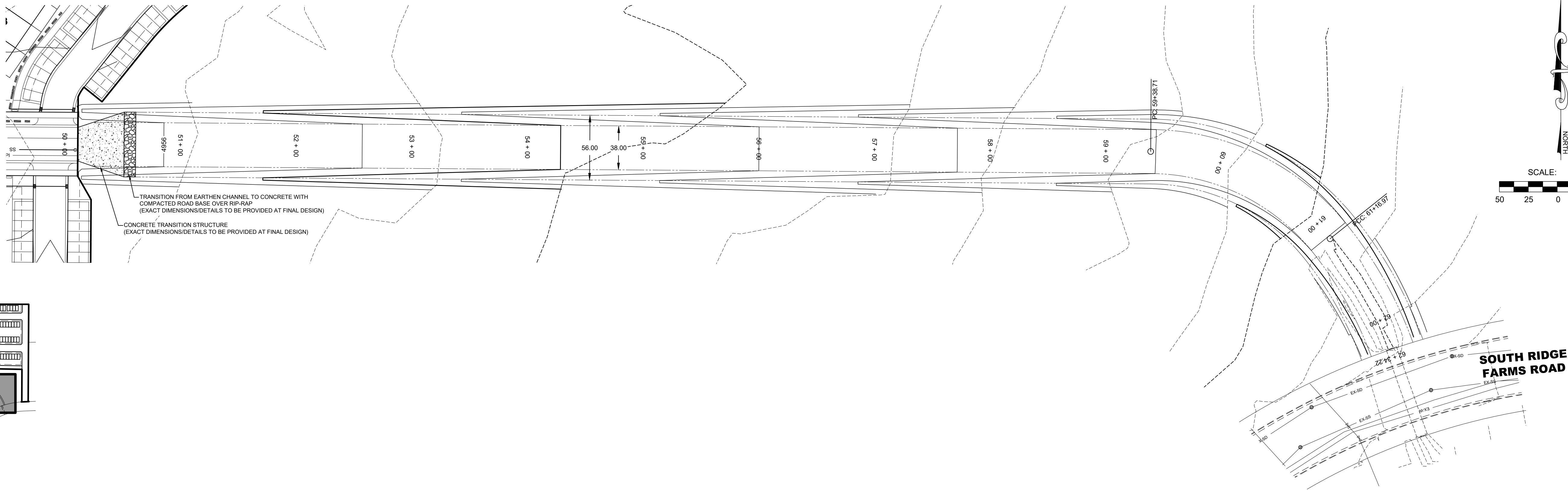
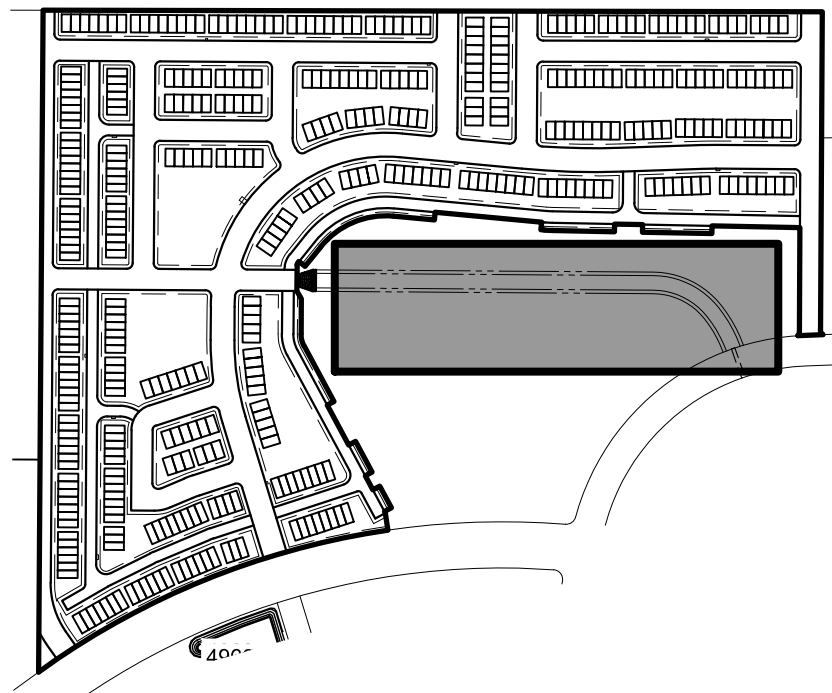
SANTAQUIN, UTAH

CHANNEL 1 - PLAN & PROFILE

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LEI PROJECT #:	2019-0081
DRAWN BY:	RWH
DESIGNED BY:	NKW
SCALE:	1"=50'
DATE:	04/02/2020

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SECTION 3
COMMERCIAL AREA TEMPORARY CHANNEL

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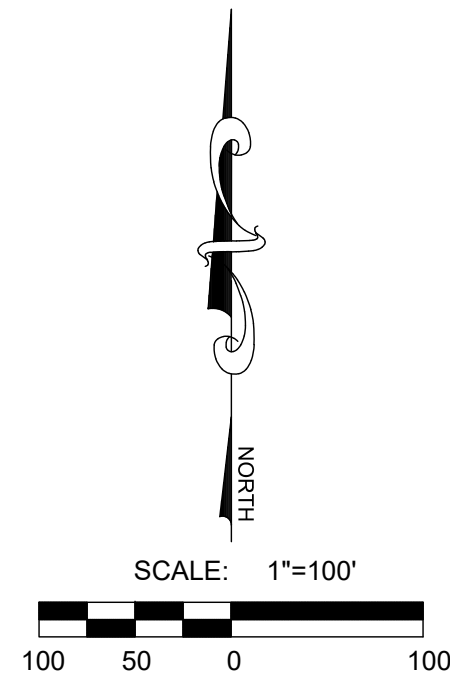
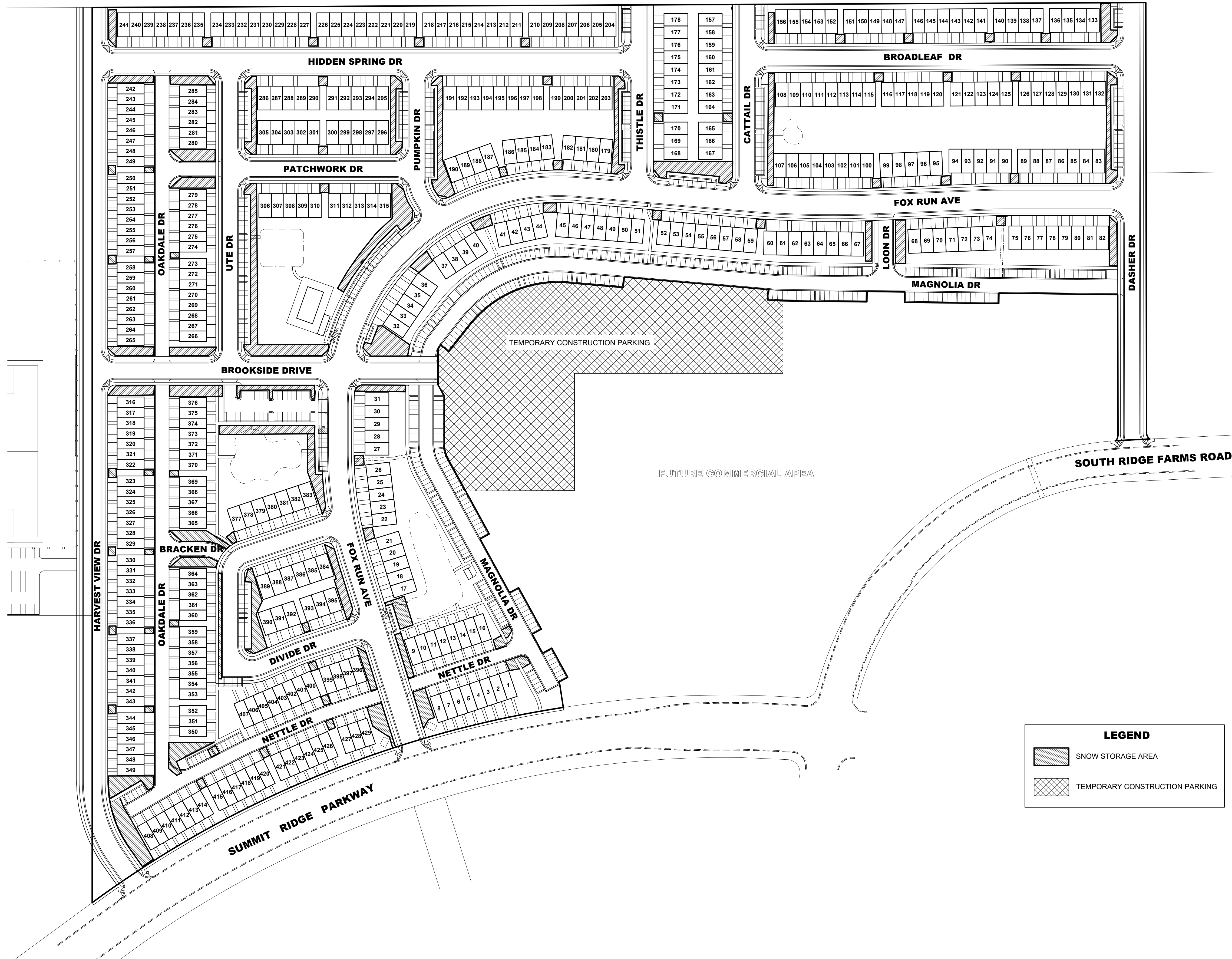


SUMMIT RIDGE TOWNHOMES
SANTAQUIN, UTAH
CHANNEL 2 - PLAN & PROFILE

REVISIONS	
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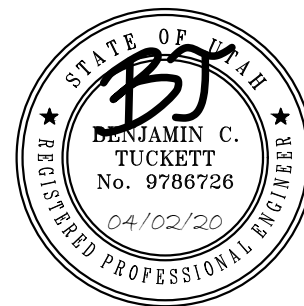
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2019-0081
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RWH
DESIGNED BY:
NKW
SCALE:
1" = 50'
DATE:
04/02/2020

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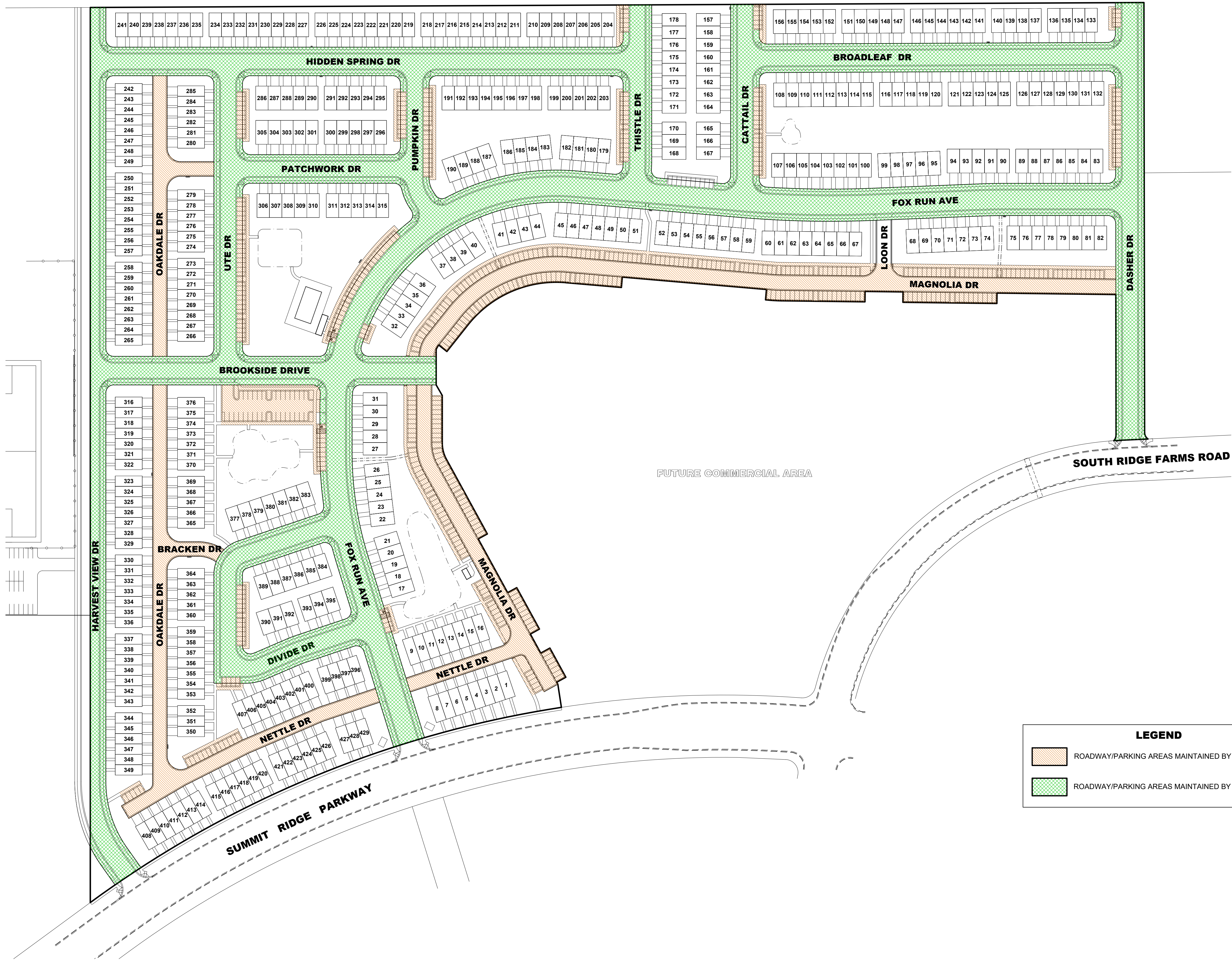


SUMMIT RIDGE TOWNHOMES
SANTAQUIN, UTAH
SNOW STORAGE PLAN/CONSTRUCTION STAGING PLAN


REVISIONS	
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LEI PROJECT #:
2019-0081
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RWH
DESIGNED BY:
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04/02/2020

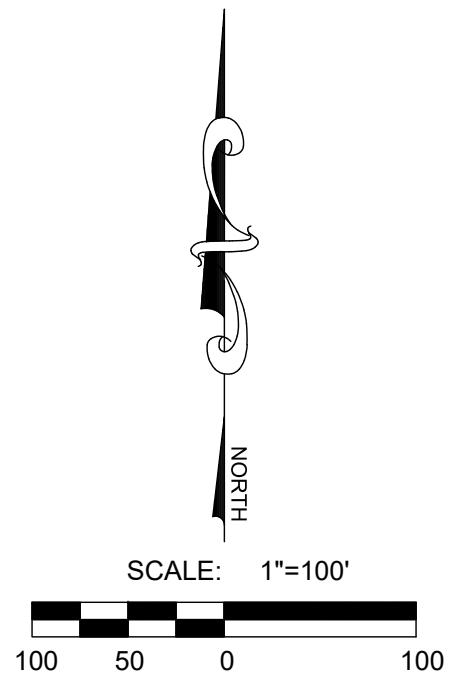
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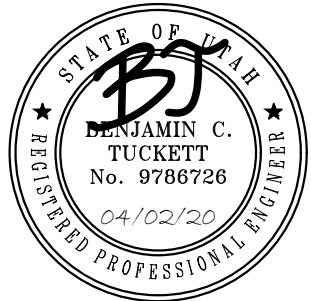
LEGEND

 ROADWAY/PARKING AREAS MAINTAINED BY HOA

 ROADWAY/PARKING AREAS MAINTAINED BY SANTAQUIN CITY



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SUMMIT RIDGE TOWNHOMES
SANTAQUIN, UTAH
ROADWAY MAINTENANCE PLAN

REVISIONS	
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LEI PROJECT #:
2019-0081
DRAWN BY:
RWH
DESIGNED BY:
NKW
SCALE:
1"=100'
DATE:
04/02/2020



MEMORANDUM

To: Santaquin City Mayor & Council
From: Benjamin A. Reeves, Santaquin City Manager
Date: April 21, 2020
Subject: Advisory Role of the Planning Commission (Appointed Officials in General)

Mayor & Council,

During the April 14th Planning Commission (PC) Meeting, Commissioner Brad Gunnell referred to a portion of Santaquin City Code which is inconsistent with other portions of the code, inconsistent with Utah State Code, and is inconsistent with the historic approval practices of Santaquin City regarding the “Rezone of Property”. We appreciate the thorough review of our code provided by Commissioner Gunnell, which has shed light on this issue.

To resolve the issue, city staff has initiated an ordinance change to correct this conflict (*see: Issue Background below*). However, modifying Santaquin City’s land-use code, even in a small manner to resolve a housekeeping issue, requires a public notice, public hearing, and recommendation of the PC before bringing the matter before the city council for your consideration.

However, I wanted to bring this to your attention early due to the fact that Agenda Item 9.b. Ordinance 04-04-2020, “An Ordinance Regarding a Possible Rezone of a Portion of the Mehlhoff Property from Interchange Commercial C-1 to R-10 PUD” is on your April 21st meeting for your consideration and was the impetus of discovering this issue in our code.

Thank you!

Issue Background:

Santaquin City Code Title 2 Chapter 1 creates and establishes the PC. This board of “appointed officials” (*e.g. appointed by the mayor with the consent of council*), is an advisory board created to provide “recommendation” to the city council regarding any land-use decision (Section 2-1-2).

However, Commissioner Gunnell astutely pointed out that Section 10-7-6 Rezoning, states in Paragraph C “In order to grant an approval for the rezoning of property, the planning commission and city council must find that:...” and goes on to outline the findings to be

considered. The conflict is due to the use of the words “and” and “must”, which could be interpreted that a rezone could not be approved without an “approval” of the PC. In other words, the city council’s authority would be subject to the authority of the PC. Of course, this is inconsistent with Section 2-1-2 and has never been our practice. Furthermore, following a strict interpretation of the code using this line of thinking could put in jeopardy past approvals granted by the city council for which the PC did not approve.

Of course, the PC, is an advisory/recommending board and is not an approving authority in this regard. However, it goes without saying, that our Santaquin City Council Members are very respectful of, and interested in, the opinions and recommendations of all of its appointed officials when making its decisions (*e.g. planning commission, city staff, and various other boards such as the Museum Board, Library Board, Historic Preservation Board, etc.*). However, in a republic, the ultimate decision-making authority falls to those who have been duly elected by the people. The elected leaders are not “bound” to act at the direction of any recommending authority, advisory board, or staff member.

Retaining this power and authority at the elected leader level is both appropriate and prudent. This is due to the fact the city council has a more holistic view of the issues facing the entire city at large. Their visibility goes beyond the insights of any one recommending body or any staff member. While a decision of an advisory board may be very logical, as seen through the eyes of a specific board member with a specific focus (*e.g. museum, recreation, PC, etc.*), elected leaders must consider the overall context of those recommendations, and the implication of those recommendations on other areas of the city. They must ask themselves questions such as, “How does that recommendation affect the city’s overall financial position?”, “What are the liability or legal implications of this decision?”, and “How does this decision affect the city’s ability to provide infrastructure or essential services?” etc.

Advisory boards, and appointed staff members, do play an essential role by examining thoroughly and diving deeply into their analysis and recommendation, but ultimately decision-making authority should remain with the people’s representatives. Furthermore, elected leader authority, provides an important “check and balance” due to the fact that the people have a voice in their selection, whereas appointed officials, myself included, are not subject to voter approval.

With regard to past decisions of the council, in my opinion, those decision are not at risk, as suggested, for three very specific reasons. They include:

1. Any inconsistency within city code will always err on the side of (or for the benefit of) the applicant;
2. Utah State Code, and the authority granted to elected leaders therein, prevail over city code; and
3. This perceived conflict within our city code can be remedied or “cured” by act of the city council.

Regarding the specific zone change for which this discussion was initiated (Mehlhoff), the recommendation of the PC should be highly respected and considered. Their recommendation was rooted in an analysis of the general plan, its effect on neighboring properties, and with regard to whether its current uses become non-compliant (*this third item is not applicable in this case*). Their recommendation also took into consideration the results of the public hearing. In fact, one of the items cited during that public hearing was the evolving vision for the development of agritourism surrounding exit 242. In short, the views and recommendations of the PC are both compelling and rooted specifically through the lens of land-use decision-making.

However, there are likely a great many other considerations the council may want to entertain. Three issues that immediately come to my mind may include the “cost of infrastructure”, the “economic development and the enhancement of the city’s tax base”, and finally “the property rights of the individual vs. the rights of a community”:

- Infrastructure – While most agree an agritourism vision for the Harvest View region around exit 242 would benefit the city’s tax base in a manner that supports our agrarian community, there is a significant infrastructure issue inhibiting this growth. Currently, the area surrounding the Red Barn is not served by the city’s sewer collection lines. In fact, the Red Barn desires adding on to their building to provide an Apple Cider demonstration pressing mill and taste testing experience to increase patronage. However, this cannot be accomplished without the extension of a city sewer line. This infrastructure cost would be considerable to either the owners of the Red Barn, or to Santaquin City, or to both. However, the proposed development of the Mehlhoff property, if approved, would bring sewer collection lines to the entire region inclusive of their own commercial sites as well as to the area around the Red Barn.
- Economic Development – Mr. Mehlhoff is the owner of Quality RV in Springville, Utah. He desires to bring his business to Santaquin City. This would expand the city’s sales and property tax base for the benefit of the entire community. It would also open the door towards developing additional commercial pad sites, which may draw complementary uses such as boat dealers, ATV dealers, etc. His vision for the use of his property, if realized, would increase the city’s tax base.
- Property Rights – I have said this many times, but “No one wants the city to tell them what to do with their property...but everyone wants the city to tell their neighbor what to do with theirs.” Every ordinance or law ever written balances this specific issue; Property Rights. While it is true that Mr. Mehlhoff purchased this property with its current zoning, rules and regulations, he has a fundamental desire to use his property for his personal benefit and for, in his opinion, the benefit of the city overall. I am not saying that his rights trump the rights of the community at large; on the contrary. However, in arguably the most conservative county, in the most conservative State in the Union, it is incumbent of the elected leaders to at least consider the property rights of the individual when making a final determination.

My point in providing this information is not to sway the council's consideration regarding this specific rezoning issue. City Staff officially remains neutral on this issue and sees the value of going in either direction. Clearly, this is a policy decision, which should be made by the elected leaders and the city staff will fully support the council in whichever decision you employ.

However, my point in citing the Infrastructure, Economic Development, and Property Right issues is that these three points were either not considered by the PC, or their considerations were not explored with the same level of depth of understanding that the city's elected leaders must consider when preparing budgets, planning for infrastructure projects, or evaluating the concerns and opinions of their constituents. (*Appointed officials, having not been elected [staff included], do not have constituents*). In short, elected leaders need to make decisions at a 10,000 foot level that takes all factors into consideration. Thus, they should never be bound by the opinions of unelected leaders, myself included.

Proposed Resolution:

The City Staff created a Public Notice and set a Public Hearing to resolve this conflict within our code. We will work with the members of the PC to draft language for the council's consideration during your May 5th meeting. We do not know exactly what that language recommendation will be at this time. However, it goes without saying that it will involve the removal of the words "And" and "Must" and include a "recommendation" from the PC, working to develop "findings" based upon items already included within the code.

Thank you for taking the time to read this very long memo.

Warm Regards,
Benjamin A. Reeves
Santaquin City Manager

MEMO



To: Mayor Hunsaker and City Council
From: Jason Bond, Community Development Director
Date: April 17, 2020
RE: **Mehlhoff Rezone**

Mr. Trent Mehlhoff is the owner of approximately 56.63 acres of land at approximately 300 West and 1000 South. This property is currently zoned Interchange Commercial (C-1). Approximately 35.39 acres of that property is proposed to be rezoned to Residential (R-10) with a Planned Unit Development Designation (PUD). The portion of the property proposed to be rezoned is on the western side away from 300 West. The remaining property that is on the eastern side and which currently has frontage on 300 West is proposed to remain zoned C-1.

The proposed development shows 178 units and has a mix of residential types including detached single-family homes and various different types of attached townhomes. The proposed development shows 23.20 acres of open space. This includes fully improved park space with amenities and “meadow” type open space which is not manicured and more natural in appearance.

The proposed zone change and PUD development plan was reviewed by the Planning Commission and the following recommendation was forwarded to the City Council:

Motion: Commissioner Gunnell motioned to forward a negative recommendation to the City Council, against the proposed Mehlhoff property rezone. Commissioner Adcock seconded.

Roll Call:

Commissioner Adcock	Aye	Commissioner Tolman	Aye
Commission Gunnell	Aye	Commissioner Lance	Nay
Commissioner Curtis	Nay	Commissioner Wood	Aye

The vote passed 4 to 2.

The City Council will now need to review the proposal and respond to the rezone request. Staff sees three different possibilities which are as follows:

1. Deny the rezone request;
2. Approve the rezone conditioned upon the execution of a development agreement (which is a standard requirement for a PUD anyways) within a year after approval; and
3. Table the agenda item to study the request more or to have a development agreement prepared and ready for approval concurrently with approval of the rezone.

The Mehlhoff Project

Santaquin, Utah

by Georgetown Development



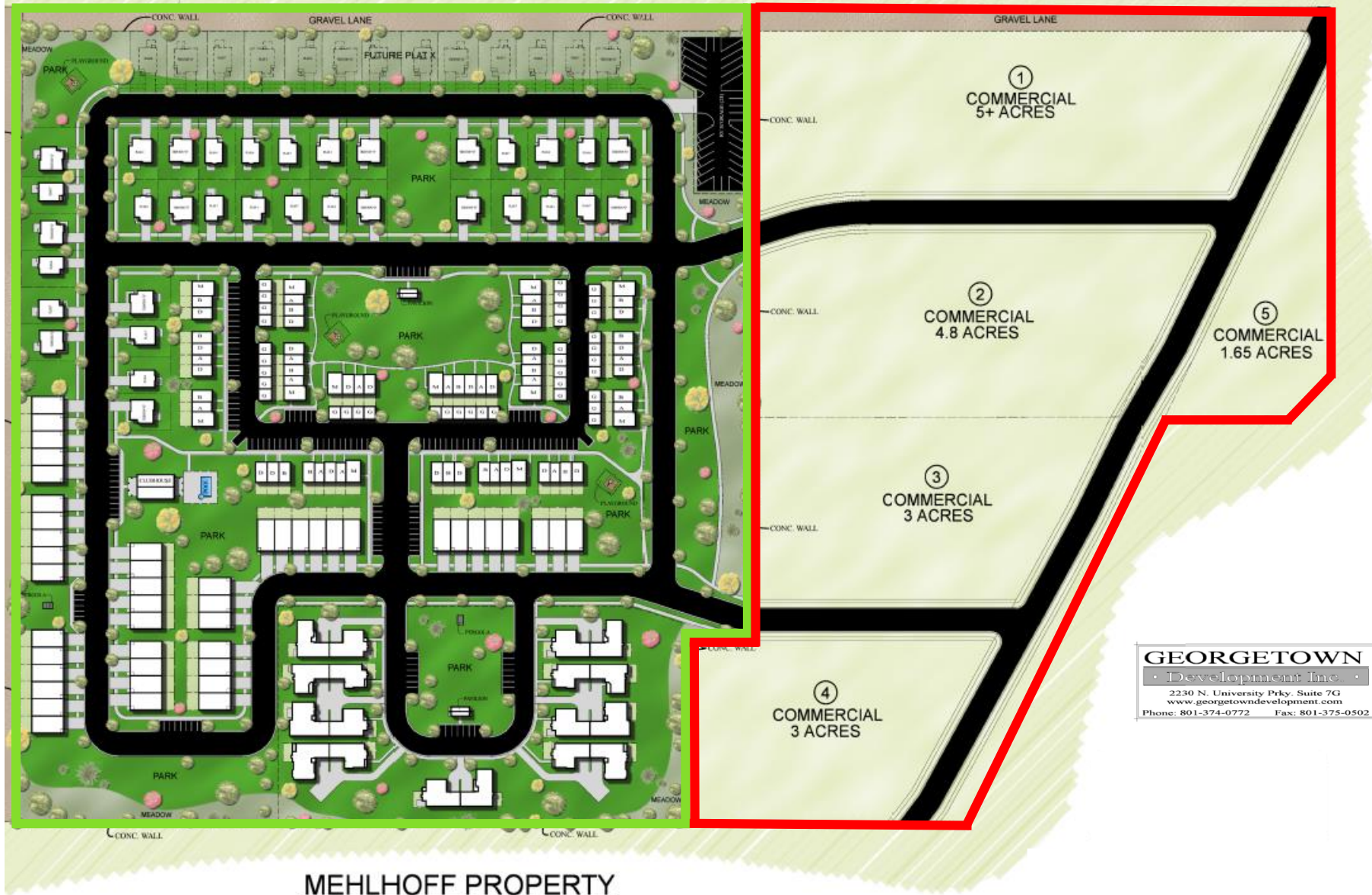
MEHLHOFF PROPERTY

GEORGETOWN
 Development Inc.
 2250 N. University Pkwy, Suite 702
 www.georgetowndevelopment.com
 Phone: 801-374-0772 Fax: 801-375-0502

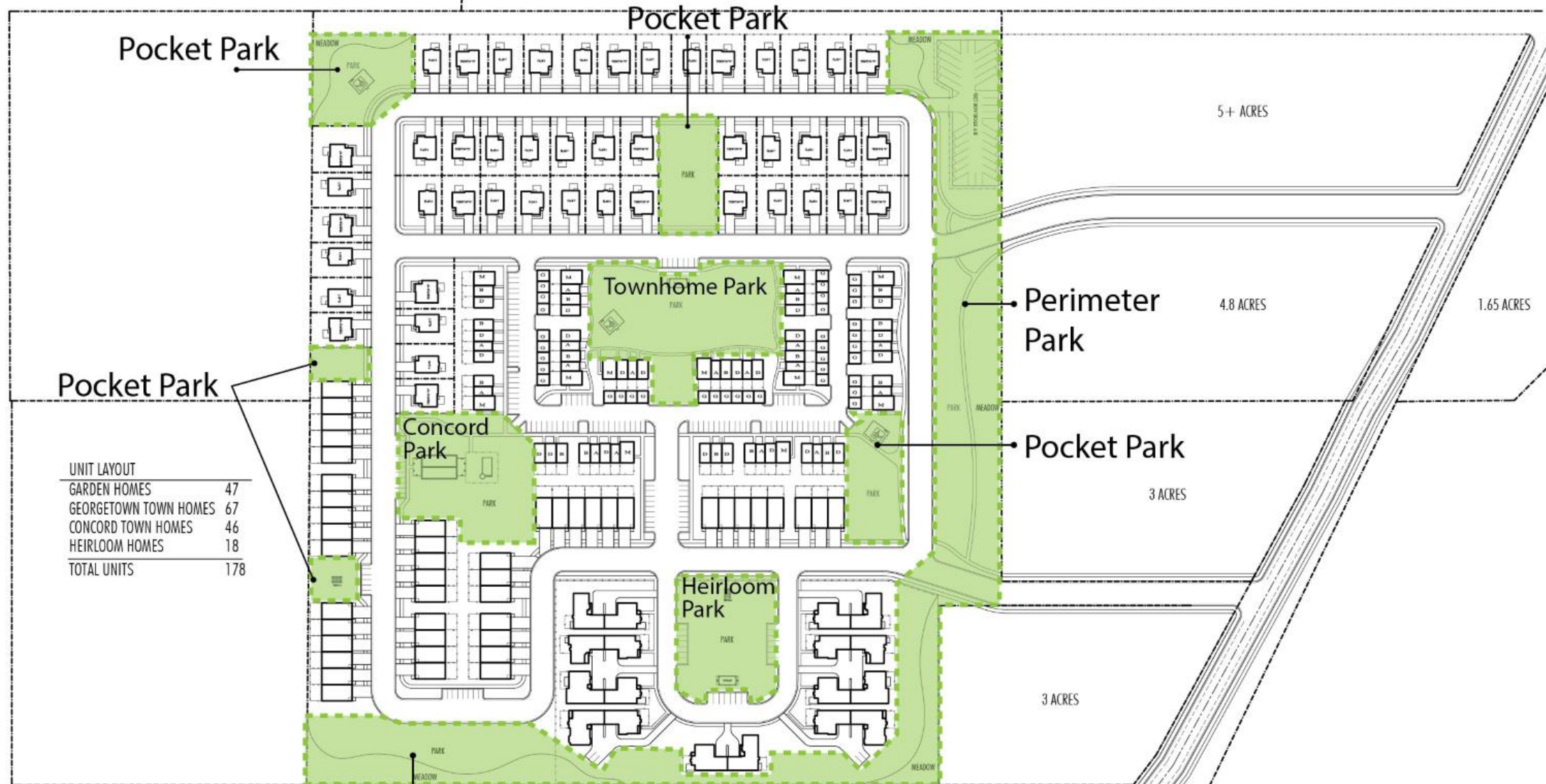
UNIT COUNT	
GARDEN HOMES	47
GEORGETOWN TOWN HOMES	67
CONCORD TOWN HOMES	46
HEIRLOOM HOMES	18
TOTAL UNITS	178

35.39 Acres Residential

17.5 + ACRES COMMERCIAL







MEHLOFF PROPERTY

SCALE: 24x36.....1" = 80'

11x17.....1" = 160'

PROPERTY SIZE: 35.39 ACRE

PARKS



HEIRLOOM HOMES



HEIRLOOM HOMES



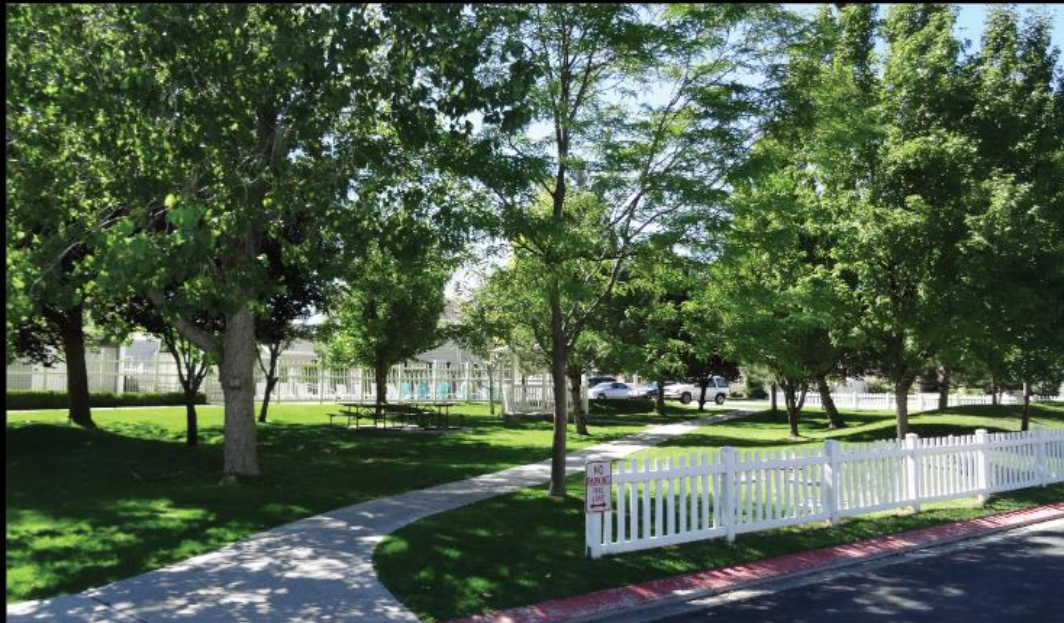
HEIRLOOM HOMES



HEIRLOOM HOMES



HEIRLOOM HOMES PRIVATE FENCED YARDS



HEIRLOOM HOMES & HEIRLOOM PARK



CONCORD TOWNHOMES



CONCORD TOWNHOMES



CONCORD TOWNHOMES



CONCORD TOWNHOMES FENCED YARDS



GEORGETOWN TOWNHOMES



GEORGETOWN TOWNHOMES



GEORGETOWN TOWNHOMES



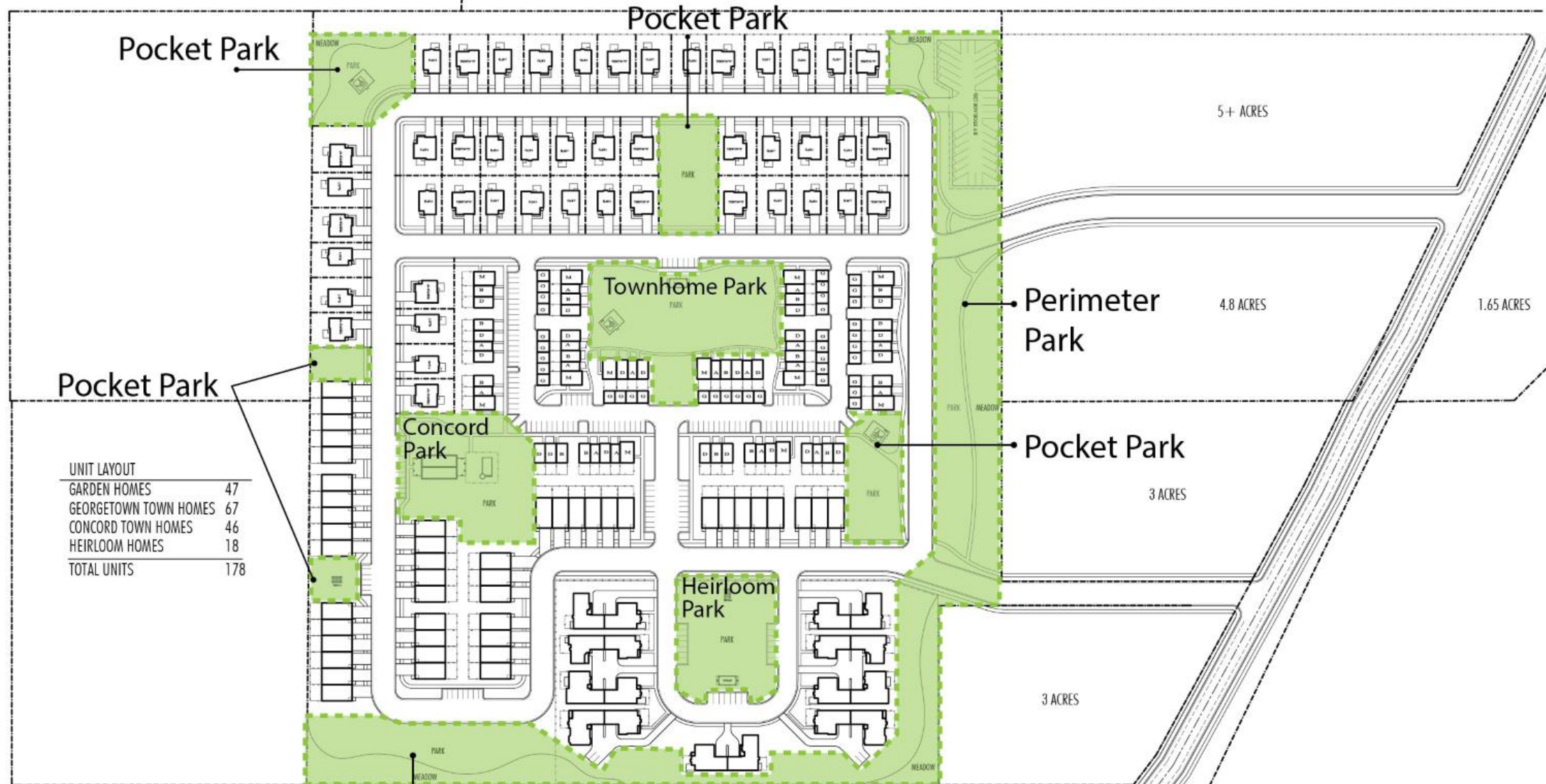
GARDEN HOMES



GARDEN HOMES



GARDEN HOMES



MEHLOFF PROPERTY

SCALE: 24x36.....1" = 80'

11x17.....1" = 160'

PROPERTY SIZE: 35.39 ACRE

PARKS

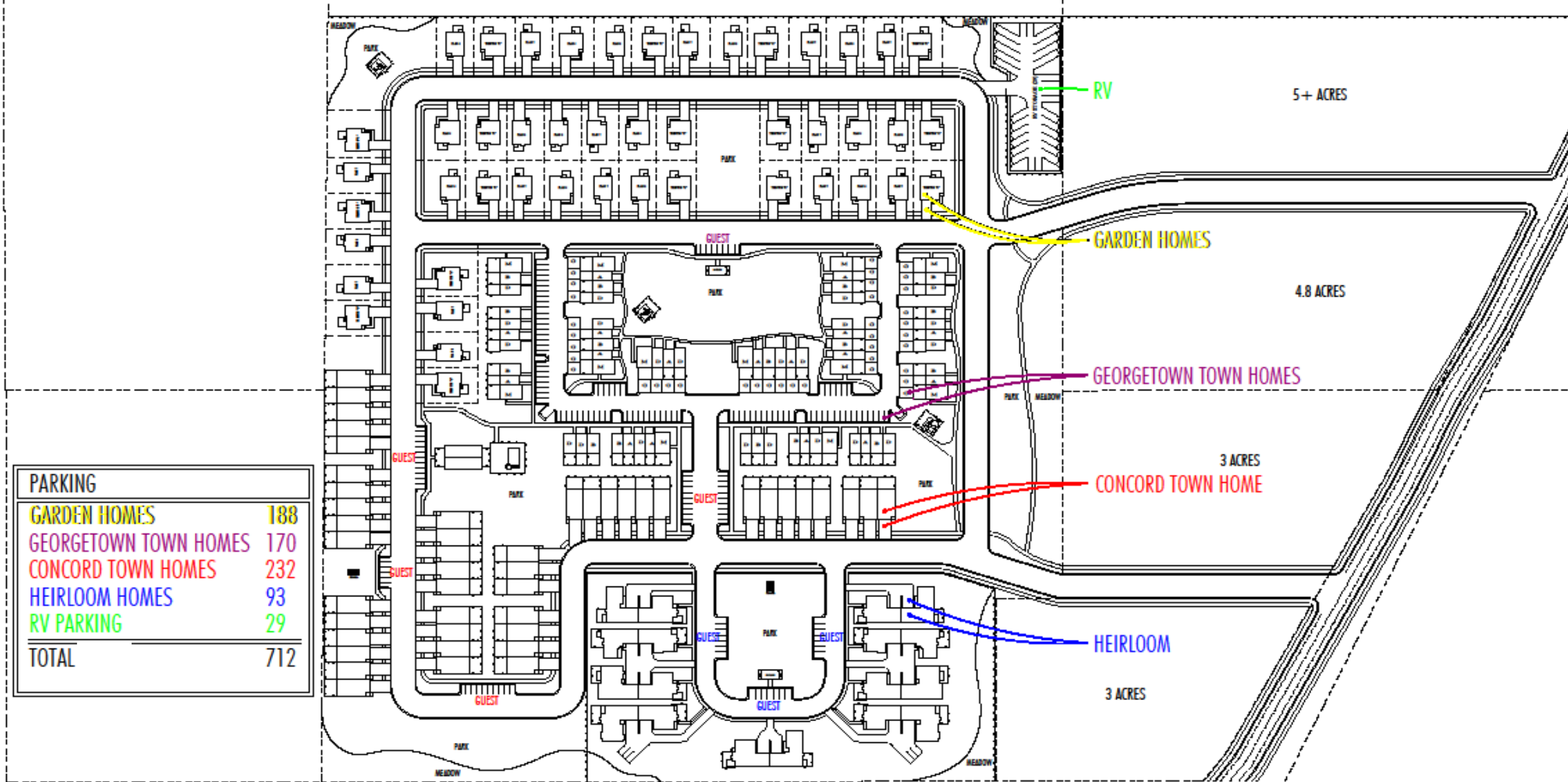




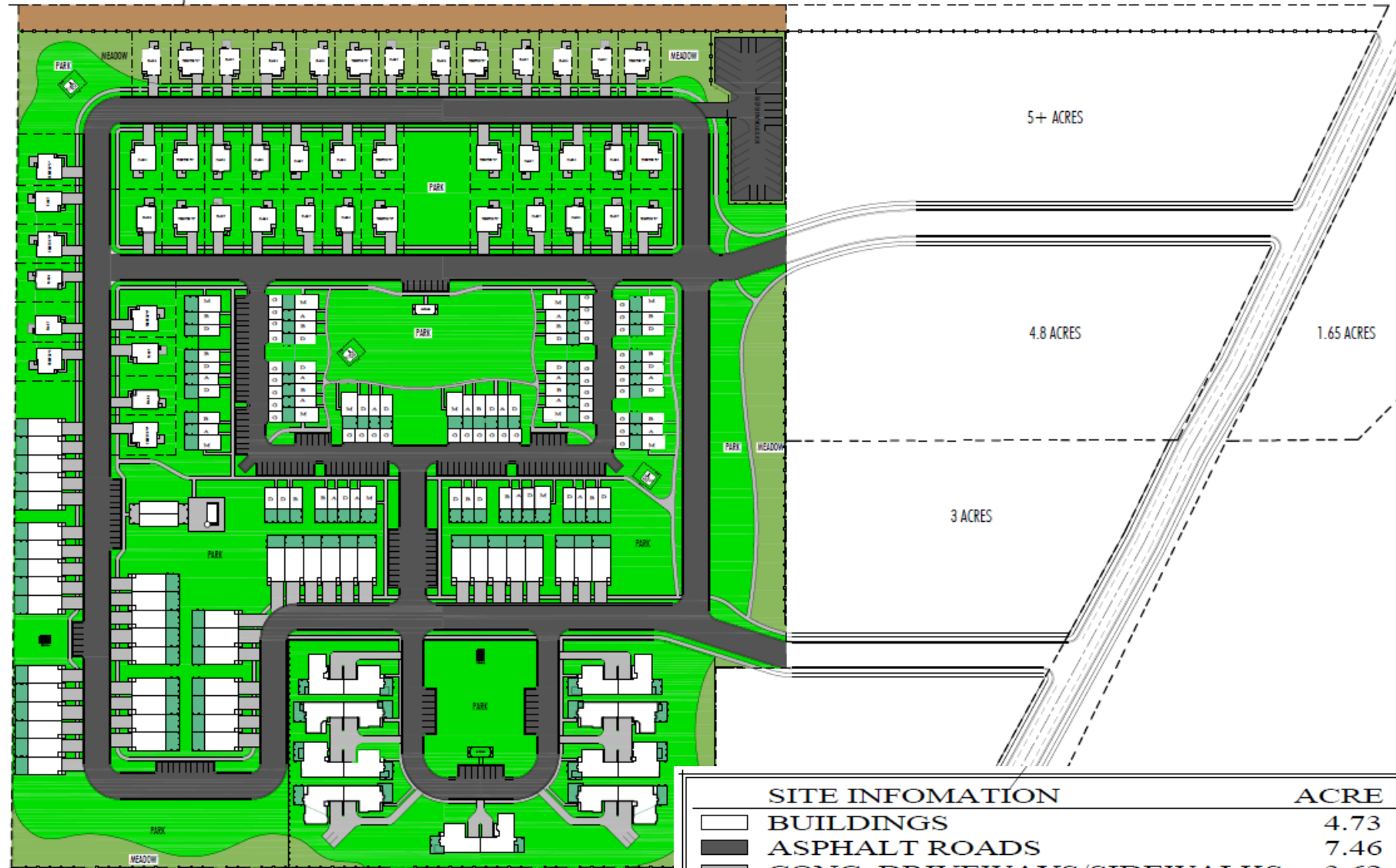
PARK & MEADOW CONCEPT



PARK & MEADOW CONCEPT









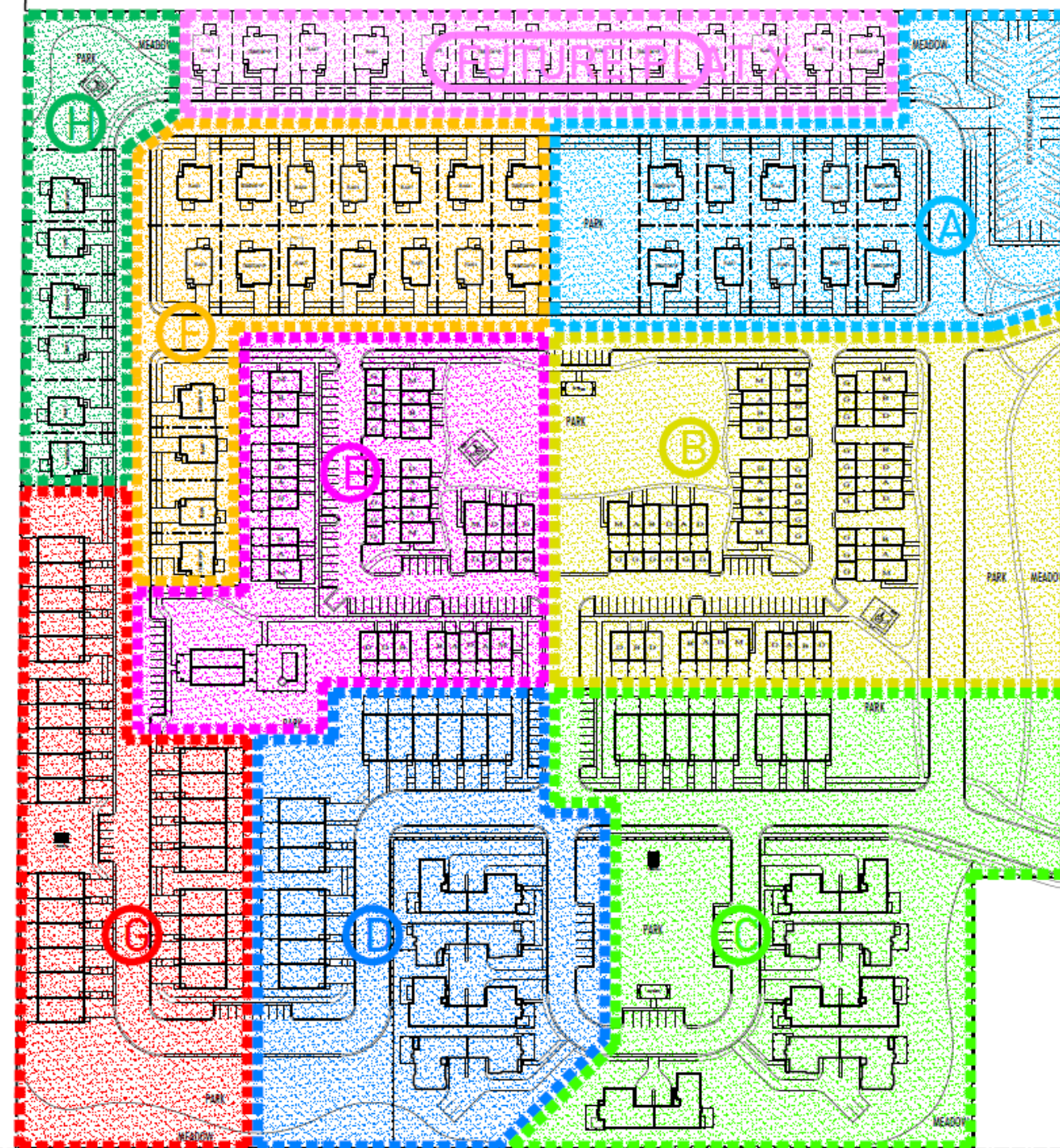
Parking Plan



MEHLHOFF PROPERTY - SITE INFORMATION

SCALE: 24x36.....1"=80'
11x17.....1"=160'

SITE INFORMATION	ACRE	S.F.	%
 BUILDINGS	4.73	206,039 s.f.	13.37%
 ASPHALT ROADS	7.46	324,958 s.f.	21.08%
 CONC. DRIVEWAYS/SIDEWALKS	3.62	157,687 s.f.	10.23%
 LANDSCAPED AREA	17.17	747,924 s.f.	48.51%
 LIMITED COMMON AREA	1.33	57,935 s.f.	3.76%
 GRAVEL LANE	1.08	47,045 s.f.	3.05%
TOTAL	35.39	1,541,588 s.f.	100%
OPEN AREA (LANDSCAPE, LIMITED COMMON AREA, CONC. DRIVEWAYS/SIDEWALKS)	23.20	1,010,592 s.f.	65.56%



5+ ACRES

4.8 ACRES

1.65 ACRES

3 ACRES

MEHLHOFF PROPERTY - PHASING MAP

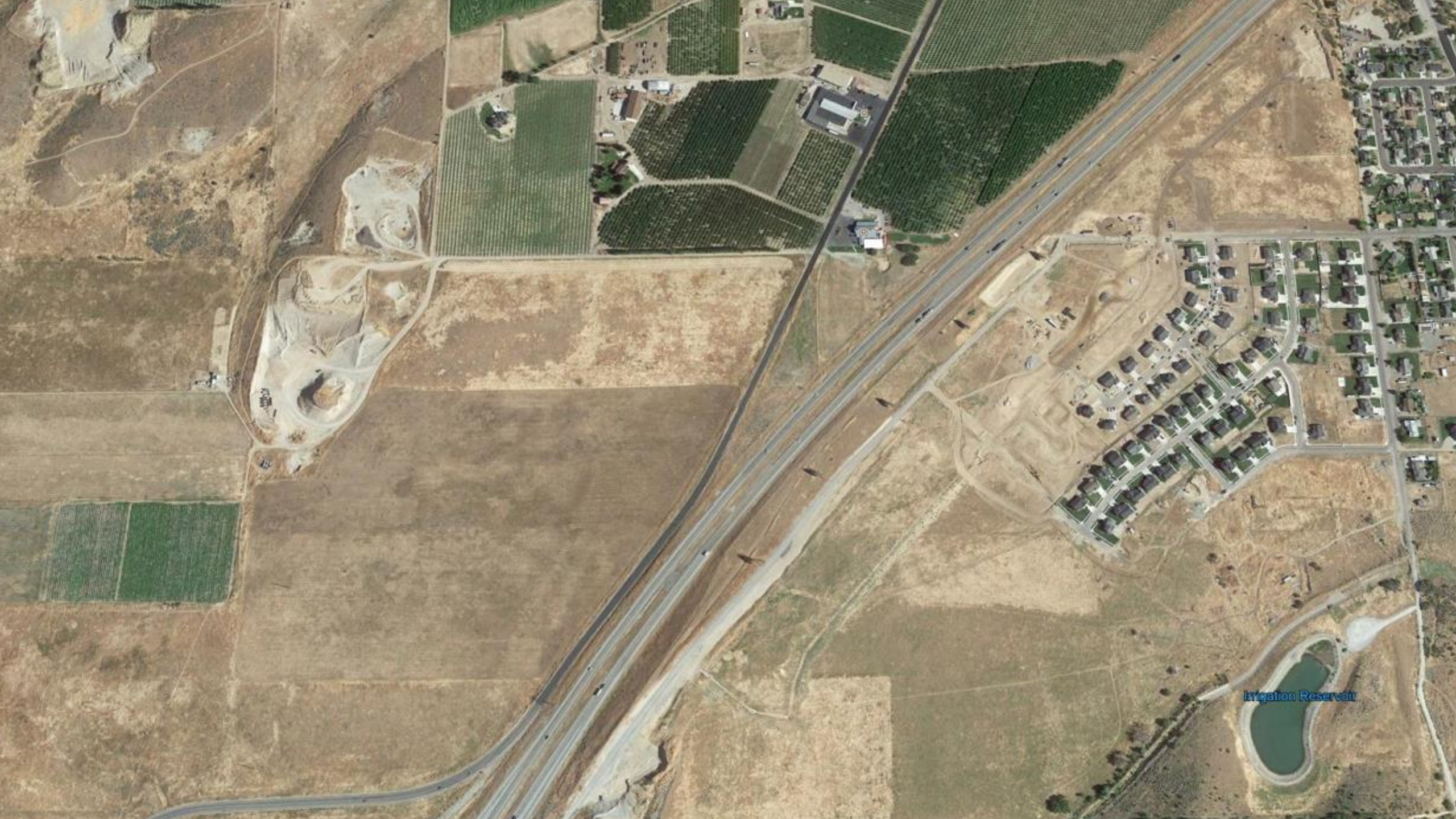
3 ACRES

GEORGETOWN

• Development Inc. •

2230 N. University Prky. Suite 7G
www.georgetowndevelopment.com

Phone: 801-374-0772 Fax: 801-375-0502



Irrigation Reservoir



Spokane Creek Number Two Reservoir

Irrigation Reservoir













MEHLHOFF PROPERTY

GEORGETOWN
 Development Inc.
 2250 N. University Prky, Suite 702
 www.georgetowndevelopment.com
 Phone: 801-374-0772 Fax: 801-375-0502

UNIT COUNT	
GARDEN HOMES	47
GEORGETOWN TOWN HOMES	67
CONCORD TOWN HOMES	46
HEIRLOOM HOMES	18
TOTAL UNITS	178

ORDINANCE NO. 04-04-2020

AN ORDINANCE AMENDING THE ZONING MAP OF SANTAQUIN CITY, MORE SPECIFICALLY, APPROVING THE REZONING OF APPROXIMATELY 35.39 ACRES OF PROPERTY FROM INTERCHANGE COMMERCIAL (C-1) TO SINGLE FAMILY R-10 WITH A PLANNED UNIT DEVELOPMENT DESIGNATION (PUD), PROVIDING SEVERIBILITY AND AN EFFECTIVE DATE FOR THE ORDINANCE.

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

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

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

WHEREAS, the City and property owner recognize that there are currently utility service constraints that limit development of the property until significant off-site improvements have been completed; and

WHEREAS, the Santaquin City Planning Commission held a public hearing during their March 10, 2020 meeting, which hearing was preceded by the posting of public notice in at least three public places within the City limits of Santaquin City, and which notice of public hearing was published in a newspaper of general circulation in accordance with Section 10-9a-205 of the Utah State Code; and

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

WHEREAS, the City Council desires to amend the Official Zoning Map of Santaquin City, more specifically the rezoning of approximately 35.39 acres of land from Interchange Commercial (C-1) to single family R-10 with a Planned Unit Development Designation (PUD) which is located at approximately 300 West and 1000 South if conditions are met;

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

Section I.

Subject to the execution of a development agreement between Santaquin City and Trent Mehlhoff on or before April 21st, 2021, a copy of which is attached hereto as Exhibit B.

If conditions are met, the official zoning map of the City will be amended such that approximately 35.39 acres of land from Interchange Commercial (C-1) to single family R-10 with a Planned Unit Development Designation (PUD) as illustrated on the attached map labeled as Exhibit A, which by this reference is made part hereof this ordinance.

Section II. Severability

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

Section III. Posting and Effective Date

This ordinance shall become effective at 5:00 p.m. on Wednesday, April 22nd, 2020. Prior to that time, the City Recorder shall deposit a copy of this ordinance in the official records of the City and place a copy of this ordinance in three places within the City.

PASSED AND ADOPTED this 21st day of April 2020.

Kirk Hunsaker, Mayor

Councilmember Elizabeth Montoya	Voted ____
Councilmember Lynn Mecham	Voted ____
Councilmember Jennifer Bowman	Voted ____
Councilmember Nick Miller	Voted ____
Councilmember David Hathaway	Voted ____

ATTEST:

K. Aaron Shirley, City Recorder

Exhibit A
(Santaquin City Zoning Map)

Exhibit B

(Development Agreement between Santaquin City and Trent Mehlhoff)

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, K. AARON SHIRLEY, City Recorder of Santaquin City, Utah, do hereby certify and declare that the above and foregoing is a true, full, and correct copy of an ordinance passed by the City Council of Santaquin City, Utah, on the 21st day of April, 2020, entitled

“AN ORDINANCE AMENDING THE ZONING MAP OF SANTAQUIN CITY, MORE SPECIFICALLY, APPROVING THE REZONING OF APPROXIMATELY 35.39 ACRES OF PROPERTY FROM INTERCHANGE COMMERCIAL (C-1) TO SINGLE FAMILY R-10 WITH A PLANNED UNIT DEVELOPMENT DESIGNATION (PUD), PROVIDING SEVERIBILITY AND AN EFFECTIVE DATE FOR THE ORDINANCE.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Santaquin City Utah this 21st day of April, 2020.

K. AARON SHIRLEY
Santaquin City Recorder

(SEAL)

AFFIDAVIT OF POSTING

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, K. AARON SHIRLEY, City Recorder of Santaquin City, Utah, do hereby certify and declare that I posted in three (3) public places the ordinance, which is attached hereto on the 21st day of April, 2020.

The three places are as follows:

1. Zions Bank
2. Post Office
3. City Office

I further certify that copies of the ordinance so posted were true and correct copies of said ordinance.

K. AARON SHIRLEY
Santaquin City Recorder

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

Notary Public

From: [Ben Reeves](#)
To: [Kirk Hunsaker](#); [Nick Miller](#); [Betsy Montoya](#); [Lynn Mecham](#); [David Hathaway](#); [Jennifer Bowman](#)
Cc: [Norm Beagley](#); [Jason Bond](#)
Subject: Commercial Property Availability (RE: Mehlhoff Rezone Proposal)
Date: Monday, April 20, 2020 5:32:00 PM
Attachments: [Commercial Map.jpg](#)

Mayor & Council,

We received a council question regarding how many acres of commercial property are available (*vacant*) within Santaquin City. Thanks goes to Drew, Norm, Jon and Jason for pulling this information together...

First, there are two types of commercial property within Santaquin. The first is the Commercial (C-1) Zone which can only be used for 100% commercial. The second group of zones allow for either total commercial development or some component of commercial development. They include the following zones: (CBD, MSC, MSR, RC, PC-Commercial)

The following table breaks this information down how much land is used and how much land is vacant (*i.e. not currently creating a tax base*):

	Commercial (C-1) Zone	CBD, MSC, MSR, RC, PC-COM Zones (Total or Partial Commercial Allowed)	Combined
<i>Total Acres:</i>	222.29	314.31	536.60
<i>Vacant Acres:</i>	178.45	209.64	388.08
<i>Vacant Percentage:</i>	80%	67%	72%

In the 10-years since I started with Santaquin, the following commercial acreage has been developed:

Development	Acreage
Apex Storage:	5.34
Dairy Queen:	0.84
Crabby's To-Go:	0.48
Central Valley Medical Center:	0.40
Total:	7.06

Certainly, during this period, commercial growth has been slow. However, with the incentives offered by the council, coupled with an increased number of new rooftops in our community, there has been an increase in the demand for commercial property within our city. The following table illustrates commercial developments with applications in process or with developments under construction:

Development	Acreage
-------------	---------

Grocery Store (<i>Phase 1</i>):	6.50
Snell Storage Units:	3.11
Cherry Dance Studio (<i>Next to Apex Storage</i>):	1.59
Bylund Property (<i>Next to DQ</i>):	0.71
Total:	11.91

Based upon the above tables, we have used 18.97 acres (*or less than 5%*) of our available vacant commercial ground during the previous 10-years. Granted, the council is taking steps to increase the demand for commercial ground and thus has worked to increase our overall tax base. However, the amount of available commercial property today far exceeds the current demand for commercial property. This ratio will likely continue for many years to come. As such, the portion of the Mehlhoff property in question (*a portion that does not have frontage*) will likely sit vacant until all of the “prime” commercial parcels (*those fronting the freeway or parkway*) have been fully utilized. At our current rate of use, this could be many years or decades into the future.

Also, Drew created an interactive map that we can bring up during council meeting if you so desire. For the sake of this email, I captured a screen shot of that map in picture format which is attached to this email for your review. It illustrates the vacant commercial land vs. developed commercial land.

Please let us know if you have any questions regarding this additional information requested by the council.

Thank you!

Benjamin A. Reeves, ICMA-CM

Santaquin City Manager

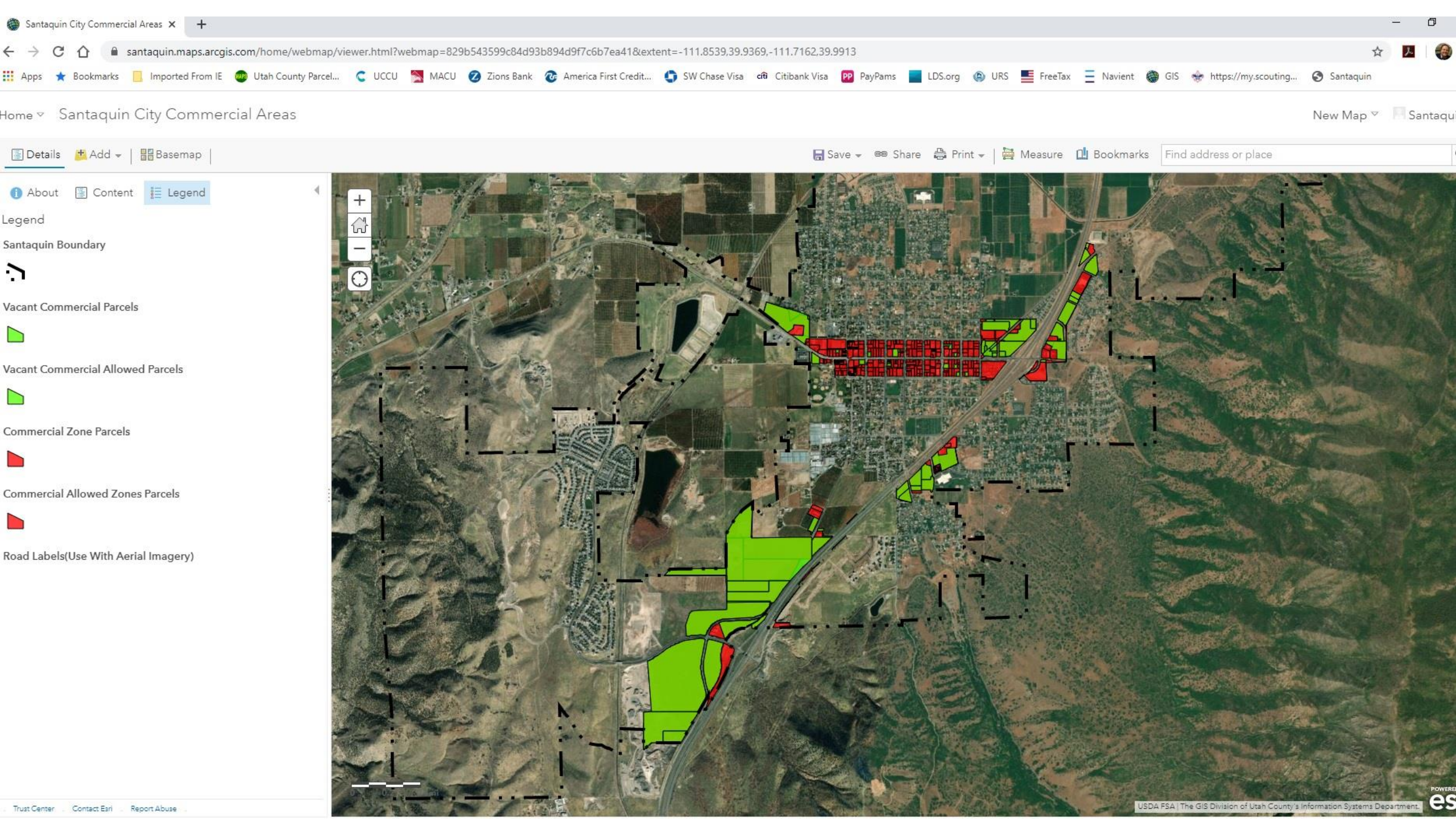
275 West Main Street

Santaquin, Utah 84655

breeves@santaquin.org

(801) 754-3211 Office

(801) 420-3052 Cell





MEMORANDUM

To: Santaquin City Mayor & Council
From: Benjamin A. Reeves, Santaquin City Manager
Date: April 21, 2020
Subject: 400 East Main Street Park Improvements

Mayor & Council,

Within the attached documents, we have provided the final plans and cost estimates to improve the city owned property at the corner of 400 East and Main Street and create a landscaped community gathering area as a gateway to our new commercial district. As this truly is the proverbial “front porch” to our community, we are excited to see the removal of a “jersey barrier eyesore” and replace it with a well landscaped seating area, clock tower and welcome sign that could also be used to support the future business community with areas for outdoor eating/seating areas.

The cost of the base landscaping improvements (*excluding the clock tower and the welcome sign*) is \$261,245. However, if Santaquin City proceeds with the commencement of this work prior to May 1st with the contractor already on site (*i.e. R&O Construction*) the costs of General Conditions/Mobilization will be reduced by half (*i.e. \$18,365.50*) resulting in a total cost of \$242,879.50. Also, the first \$50,000 of the cost of this project will be paid by the Agreement with the Ridley Development. As such, the direct costs for the base landscaping improvements to Santaquin City will be \$192,879.50.

This project is eligible for the use of Park Impact Fee Funds. In fact, the estimated cost of this project within the Parks Impact Fee Master Plan Report is \$571,593. As such, the proposed project cost represents only one-third of the original estimate, which is great news for the city.

Currently, the Park Impact Fee fund has a balance of \$584,829. As such, there is sufficient funding available to complete this project as well as funding to complete the lighting of the Orchard Hills Baseball Fields, should the council elect to approve that project in the future.

Recommended Motion: Motion to approve the improvements to the 400 East Main Street Park with an overall budget amount of not to exceed \$261,245 with R&O Construction.

Note: Clock Tower & Welcome Sign (See Following Page)

Clock Tower - Jason has contacted the manufacturer of the clock towers constructed in Gunnison, Utah and Pleasant Grove Utah. Their typical lead-time is a 90-day period. However, with COVID-19, this period may be extended. While this is disappointing, in that the clock tower would not be installed in time for a grand opening, it is also beneficial in that this portion of the project could come later in the subsequent fiscal year. However, at this point, we would need to decide upon the clock tower type so that we could ensure that the construction of a pedestal for a clock tower would be designed properly for a future clock tower installation.

Jason is working to get costs for the tower illustrated below with Smokey black steel sides and jet-black roof. We may also want to consider a shorter 30' clock option but make it unique with a larger pedestal masonry base. He is working to get costs on a 30' and 40' option with and without the circular edging (Note: Gunnison has a red 30' tower, Pleasant Grove has a green 40' tower also illustrated below). We hope to have this information back to you for a preliminary discussion on Tuesday, and formal action during a future meeting.



Proposed Santaquin Clock



Pleasant Grove Clock



Gunnison Clock

Welcome Sign: We will also work to create Welcome Sign options for your consideration during a future meeting. We may want to also consider the solicitation of design options from the public and/or consider having the public weigh in on the selection of a welcome sign. Because this portion of the project could be constructed concurrently with a clock tower, we have time for a community engagement effort if you so choose.

Cost – In the future, the council may want to consider the use of economic development funding for the cost of the clock tower and/or welcome sign since both would support our commercial development area. We currently have a balance of \$330,684 available in that fund.



SITEWORK COST ESTIMATE

Ridley's Corner Landscape

Construction Duration: 2 MOS
 Total Building Area: 0 SF
 Total Site Area: 16,310 SF

EXECUTIVE SUMMARY		SITE	BUILDING
CONSTRUCTION SUB-TOTALS		\$201,932	\$0
PERMITS & FEES		NIC	NIC
TESTING & INSPECTION		NIC	NIC
GENERAL CONDITIONS	\$36,731	\$36,731	\$0
GENERAL LIABILITY INSURANCE	1.00%	\$2,387	\$0
BUILDERS RISK INSURANCE	0.00%	\$0	\$0
TOOL ALLOWANCE / WARRANTY	0.35%	\$844	\$0
CONTRACTORS FEE	8.00%	\$19,351	\$0
SUBCONTRACTOR BONDING	0.00%	\$0	\$0
CONSTRUCTION TOTALS		\$261,245	\$0
COST PER SQUARE FOOT OF SITE =>		\$16.02	
COST PER SQUARE FOOT OF BUILDING =>			#DIV/0!
CONSTRUCTION GRAND TOTAL			\$261,245



SITEWORK COST ESTIMATE

Ridley's Corner Landscape

SITE CONSTRUCTION SUMMARY	
DEMOLITION	\$3,212.00
EARTHWORK	\$8,343.00
SITE CONCRETE	\$74,350.00
MASONRY	\$13,211.25
STEEL	\$7,200.00
ROUGH CARPENTRY	\$46,700.00
SITE ELECTRIC	\$13,943.00
LANDSCAPING & IRRIGATION	\$34,973.00
SITE CONSTRUCTION TOTAL =>	\$201,932.25
SITE SQUARE FOOTAGE=>	16,310
SITE CONSTRUCTION COST PER SQUARE FOOT =>	\$12.38



SECTIONAL BREAKDOWN

Ridley's Corner Landscape

SITE CONSTRUCTION

SURVEY & LAYOUT	QNTY	UNIT	PRICE	EXTN	SF COST
1) Survey	1	LSUM	\$1,650.00	\$1,650.00	\$0.10
2) Temporary Fence / Barricades	284	LNFT	\$5.50	\$1,562.00	\$0.10
SURVEY & LAYOUT TOTAL				\$3,212.00	\$0.20

EARTHWORK	QNTY	UNIT	PRICE	EXTN	SF COST
1) Earthwork / Grading	1	LSUM	\$4,000.00	\$4,000.00	\$0.25
2) Footing Ex. / Backfill	1	LSUM	\$2,743.00	\$2,743.00	\$0.17
3) Erosion Control	1	LSUM	\$1,600.00	\$1,600.00	\$0.10
EARTHWORK TOTAL				\$8,343.00	\$0.51

SITE CONCRETE	QNTY	UNIT	PRICE	EXTN	SF COST
1) Site Concrete Complete	1	LSUM	\$70,850.00	\$70,850.00	\$4.34
2) Concrete Washouts	1	LSUM	\$2,300.00	\$2,300.00	\$0.14
3) Erosion Control / SWPPP	1	LSUM	\$1,200.00	\$1,200.00	\$0.07
SITE CONCRETE TOTAL				\$74,350.00	\$4.56

MASONRY	QNTY	UNIT	PRICE	EXTN	SF COST
1) Stone Veneer	525	SQFT	\$18.25	\$9,581.25	\$0.59
2) Pre-Cast Sills - 18"	165	LNFT	\$22.00	\$3,630.00	\$0.22
MASONRY TOTAL				\$13,211.25	\$0.81

STEEL	QNTY	UNIT	PRICE	EXTN	SF COST
1) Powder Coated Steel Connectors @ Pergola	1	LSUM	\$7,200.00	\$7,200.00	\$0.44
STEEL TOTAL				\$7,200.00	\$0.44

ROUGH CARPENTRY	QNTY	UNIT	PRICE	EXTN	SF COST
1) Pergola / Powder Coated Plates / Rebar	1	LSUM	\$46,700.00	\$46,700.00	\$2.86
ROUGH CARPENTRY TOTAL				\$46,700.00	\$2.86

SITE ELECTRIC	QNTY	UNIT	PRICE	EXTN	SF COST
1) Site Electric / Conduit / Wire / Boxes	1	LSUM	\$9,143.00	\$9,143.00	\$0.56
2) Illuminated Bollards	4	LSUM	\$1,200.00	\$4,800.00	\$0.29
SITE ELECTRIC TOTAL				\$13,943.00	\$0.85

LANDSCAPING & IRRIGATION	QNTY	UNIT	PRICE	EXTN	SF COST
1) Landscaping / Irrigation	1	LSUM	\$33,273.00	\$33,273.00	\$2.04
2) Benches	2	EA	\$850.00	\$1,700.00	\$0.10
LANDSCAPING & IRRIGATION TOTAL				\$34,973.00	\$2.14

City Manager

Accomplishments, Tasks, and Ideas (ATTI) Report

April 21, 2020

<p>One (or more) things your department has accomplished in the last week (4/3-4/17)</p>	<ul style="list-style-type: none">• <u>Planning Commission</u> - Assisted Jason with: Melhoff Rezone, DR Horton Townes, Carwash - Worked to address the role of appointed officials - Also worked to provide commercial acreage calculations• <u>SR Development Agreement</u> - This agreement is fully executed and recorded• <u>COVID</u> - Continue emergency response, communication and financial research• <u>Budget</u> - Continue to work with Aaron on the budget• <u>Deer</u> - Completed initial research into Mapleton City's Nuisance Deer Harvesting Program
<p>One (or more) things your department plans to work on during the week ahead (4/20-4/24)</p>	<ul style="list-style-type: none">• <u>Highland Drive Canyon Road</u> - Draft a first iteration of a Property Acquisition & Construction Agreement for Jamie Evans• <u>Budget</u> - This will be a major budget week as we work to put together a balanced budget in its tentative form.• <u>City Hall</u> - Continuing plan development and financing plan

Administrative Services

Accomplishments, Tasks, and Ideas (ATTI) Report

April 1, 2020

<p>One (or more) things your department has accomplished in the last week (4/13-4/17)</p>	<ul style="list-style-type: none">• Finished getting all job descriptions to TechNet for review as part of the salary review project. Discussed some options for career development within departments and how job descriptions would play into it.• Online benefits enrollment forms created and login process started.• Bi-weekly payroll and reporting completed.• Meter reading uploaded sent out with PW to collect data.• Processed and sent our employee evaluations for April.
<p>One (or more) things your department plans to work on during the week ahead (4/20-4/24)</p>	<ul style="list-style-type: none">• Review and payment of monthly benefits (health, dental, life insurance) reports and billings.• Update Seasonal (mostly umpire, referees, and site supervisors for Rec) employee list and terminate in records (Our system and URS) all those who are not active.• Utility Payment due on Monday 20th, taking significantly more over phone payments due to customer side of XpressBillPay not functioning.• Expecting an increase in phone calls due to pressurized irrigation systems being turned on.• Review of meter readings in preparation of bills.

Finance/City Recorder

Accomplishments, Tasks, and Ideas (ATI) Report

April 21, 2020

<p>One (or more) things your department has accomplished in the last week (4/13-4/17)</p>	<ul style="list-style-type: none">• Finished meeting with all the directors and with them established their operational budget requests.• At Community Services Director John Bradley's request (and City Manager Ben Reeves approval) I am reorganizing the accounting structure of Community Services related departments including a new Community Services Administration fund.• Updating the data, look, and feel of budget book charts.
<p>One (or more) things your department plans to work on during the week ahead (4/20-4/24)</p>	<ul style="list-style-type: none">• Go through & update budget book narrative data, photos, and look

Engineering

Accomplishments, Tasks, and Ideas (ATI) Report

April 21, 2020

<p>One (or more) things your department has accomplished in the last week (4/13-4/17)</p>	<ul style="list-style-type: none">• Coordinated with HAL on Culinary Water and Pressurized irrigation Master Plan Updates• Coordinated with Jones and DeMille Engineering on the Design of the Canyon Road and Highland Drive intersection• Supported construction of site improvements for the new grocery store
<p>One (or more) things your department plans to work on during the week ahead (4/20-4/24)</p>	<ul style="list-style-type: none">• Support construction of 400 East associated with the grocery store• Complete installation of new 10" Backflow preventor and meter in Summit Ridge

Community Development Department

Accomplishments, Tasks, and Ideas (ATI) Report

April 21, 2020

<p>One (or more) things your department has accomplished in the last week (4/13-4/17)</p>	<ul style="list-style-type: none">• Preparation for the upcoming City Council Meeting (Mehlhoff Rezone, Summit Ridge Townhomes, Corner Plaza Cost Estimates, Citywide Landscaping Discussion, and Mining Zone Language).• Usual coordination with developers/applicants for upcoming projects and developments.• Robin completed an educational course to become a certified Permit Technician.
<p>One (or more) things your department plans to work on during the week ahead (4/20-4/24)</p>	<ul style="list-style-type: none">• Prepare for the Planning Commission agenda (Rezoning Code Amendment, Heelis Farms Concept Plan, and 341 Townhomes Concept Plan).• Prepare for DRC agenda (Crosswalk Request and Hills at Summit Ridge Plat E).

Public Works

Accomplishments, Tasks, and Ideas (ATI) Report

April 21, 2020

One (or more) things your department has accomplished in the last week (4/13-4/17)	<ul style="list-style-type: none">• Cleaned out storm drains summit ridge parkway.• Finished charging P.I. except summit ridge• Worked on museum lights etc.• Read meters, Installed meters• Mowed parks & cemetery• 2 Burials Fri- Broadbent Sat- Greenhalgh• Crack seal project.• Finished sidewalk trip removal summit ridge.
One (or more) things your department plans to work on during the week ahead (4/20-4/24)	<ul style="list-style-type: none">• Mow parks- cemetery• Shoulder 200 north behind grocery store.• Crack seal project.• Spray parks & cemetery• Install meters.• Charge summit ridge P.I. system• Lights in museum
One (or more) ideas that you have to improve either your department or the overall City	<ul style="list-style-type: none">• Training & stay healthy.

Community Services Department

Accomplishments, Tasks, and Ideas (ATTI) Report

April 21, 2020

<p>One (or more) things your department has accomplished in the last week (4/13-4/18)</p>	<ul style="list-style-type: none">• Bryan and Sport staff provided a “drive-up” e-sport tournament with 8 individuals. They all stayed in their cars with screen projecting the game on the side of Rec building. This was well received by local parents.• Youth Spring Soccer was cancelled. Youth baseball and softball decision will be pushed to May 4th.• Amy Johnson worked with our fitness instructor Sharri to develop online fitness videos for Seniors to watch from home. (Sit & Get Fit and Fit over 50)• Ballfield staff have been working on misc. projects including city hall microwave order & installation, furniture moving at senior center and field/park mowing and trimming.• Senior Center now has its second pool table. It was donated by a family in Santaquin.• Bryan Mecham has been quarantined at home this week since his wife works at the hospital. Bryan’s sport staff have been developing a parent orientation, coach resource packets, officials training packet.• Community Services and Recreation Department websites are updated. We appreciate Penny’s help.• Department budget preparation has begun for operation funds.
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Community Services Department

Accomplishments, Tasks, and Ideas (ATI) Report

April 21, 2020

<p>One (or more) things your department plans to work on during the week ahead (4/20-4/25)</p>	<ul style="list-style-type: none">• Develop RAP Tax webpage and prepare Advisory Committee recruitment message starting May 1st.• Working on Museum Strategic plan and preparation for April 28 Board Meeting• Spring Unplugged Challenge participants will start submitting their paperwork and receiving prizes for “time unplugged” in April.• Continued work on Department budget for operation funds.
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Police Department

Accomplishments, Tasks, and Ideas (ATTI) Report

April 21, 2020

<p>One (or more) things your department has accomplished in the last week (4/13-4/20)</p>	<ul style="list-style-type: none">• Officer Miller started April 17th• Completed some Lexipol updates• 58 new police case numbers• Obtained more PPE's for officers• CCJJ quarterly report - expend the remaining amount of grant funding• Interviewed potential applicant for vacant officer position• Officer Alvey received conditional employment offer from UCSO
<p>One (or more) things your department plans to work on during the week ahead (4/20-4/24)</p>	<ul style="list-style-type: none">• Lexipol policy updates• Review Utah County daily situation Covid-19 reports• Continue to train new aco & new patrol officer• Update record retention policy• Physically number vehicles to track fleet maintenance• Design a quarter master assignment to inventory/track/issue/recover department equipment• Firearms training April 21st

Fire Department

Accomplishments, Tasks, and Ideas (ATI) Report

April 21, 2020

<p>One (or more) things your department has accomplished in the last week (4/13-4/17)</p>	<ul style="list-style-type: none">• We handled 11 Calls for service this week.• 9 Medical responses, 2 Fire responses• Work has begun on cleaning out the Storage unit at the Public Works Building.• Equipment for the new Brush truck has been ordered, and starting to arrive.• Started the CWPP(CL)
<p>One (or more) things your department plans to work on during the week ahead (4/20-4/24)</p>	<ul style="list-style-type: none">• Continue to deal with the COVID-19 Crisis• Continue with the Equipment for the new Brush Truck• Spring Cleaning around the station, and inside the bays and equipment rooms.• Continue to work on the CWPP (Chris L)• COVID Related Grant Items (Chris L)
<p>One (or more) ideas that you have to improve either your department or the overall City</p>	<ul style="list-style-type: none">• Look for items that we can help do. The crews now have daily chores that must be completed. <p>Monday: Wash Bay windows inside and out Tuesday: Spray down bay floors & vacuum out the corners of the bay Wednesday: Wash doors, door frames, handles, light switches & overhead door controls Thursday: Clean bay fridges inside and out. Stock. Friday: Vacuum Court Room & Training Room. Wash down tables and chairs in training room. Saturday: Clean Bathroom including shower, clean toilet, wipe down walls & mop floors</p>



MEMORANDUM

April 17, 2020

To: Santaquin City Mayor and City Council
From: Jon Lundell, City Engineer
RE: Quit-Claim Deeds along Foothill Village Boulevard and Redcliff drive

Mayor and Council Members,

In December of 2019, the Foothill Village plat F subdivision was recorded. Within that recorded plat, excess Right-of-way (ROW) was inadvertently dedicated to the city. This excess ROW included a portion of two future lots within Foothill Village Plat I. This ROW dedication was done inadvertently, and was a mistake. This excess ROW now needs to be quit claim deeded back to the developer that dedicated the land to the City.

Property ownership will revert back to the developer that dedicated the land to the City and will be included within the two future corner lots associated with the Foothill Village Plat I subdivision.

These two small areas of ROW are within the Foothill Village plat F Subdivision. The property has no value or use as city ROW. Upon quit-claim deed of these two small areas, the City will still maintain adequate ROW for all utilities, roadway, curb, gutter, and sidewalk.

Attached is an exhibit showing the proposed areas that will be vacated.

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	30.62'	30.00'	29.31'	S15°08'14"E	58°29'07"
C2	38.34'	80.00'	37.98'	S0°22'30"W	27°27'39"
C3	30.48'	30.00'	29.18'	S15°47'32"W	58°12'37"
C4	30.75'	30.00'	29.42'	N74°15'35"E	58°43'42"
C5	40.60'	80.00'	40.17'	N89°05'06"E	29°04'40"
C6	30.52'	30.00'	29.22'	S76°11'07"E	58°16'51"
C7	35.28'	972.50'	35.28'	S46°00'20"E	2°04'44"
C8	112.53'	1621.50'	112.51'	N43°37'55"E	3°58'35"
C9	42.80'	511.00'	42.78'	N46°46'45"W	4°47'55"
C10	72.76'	989.00'	72.74'	N47°04'15"W	4°12'55"
C11	15.16'	218.39'	15.15'	N45°19'51"E	3°58'35"
C12	88.95'	1281.72'	88.93'	N43°20'33"E	3°58'35"
C13	66.25'	950.50'	66.24'	S46°56'04"E	3°59'37"
C14	4.10'	950.50'	4.10'	S49°03'18"E	0°14'50"
C15	18.08'	549.50'	18.08'	S48°14'10"E	1°53'06"
C16	22.80'	15.00'	20.67'	N89°09'48"E	87°05'11"
C17	23.56'	15.00'	21.21'	S0°37'13"W	90°00'00"
C18	20.19'	1621.50'	20.19'	N45°15'48"E	0°42'49"
C19	57.26'	1621.50'	57.26'	N43°53'42"E	2°01'24"
C20	35.08'	1621.50'	35.08'	N42°15'49"E	1°14'22"
C21	23.71'	15.00'	21.32'	S0°19'51"W	90°34'44"
C22	18.02'	1527.50'	19.02'	N45°15'48"E	0°42'49"
C23	53.94'	1527.50'	53.94'	N43°53'42"E	2°01'24"
C24	33.04'	1527.50'	33.04'	N42°15'49"E	1°14'22"
C25	23.63'	15.00'	21.26'	S86°46'57"W	90°16'38"
C26	23.49'	15.00'	21.16'	S3°13'03"E	89°43'22"
C27	44.37'	1472.50'	44.37'	S42°30'26"W	1°43'35"
C28	24.00'	15.00'	21.52'	S89°12'21"W	91°40'15"
C29	9.32'	80.00'	9.32'	S10°45'58"W	6°40'42"
C30	10.09'	80.00'	10.09'	N78°09'37"E	7°13'43"

LEGEND

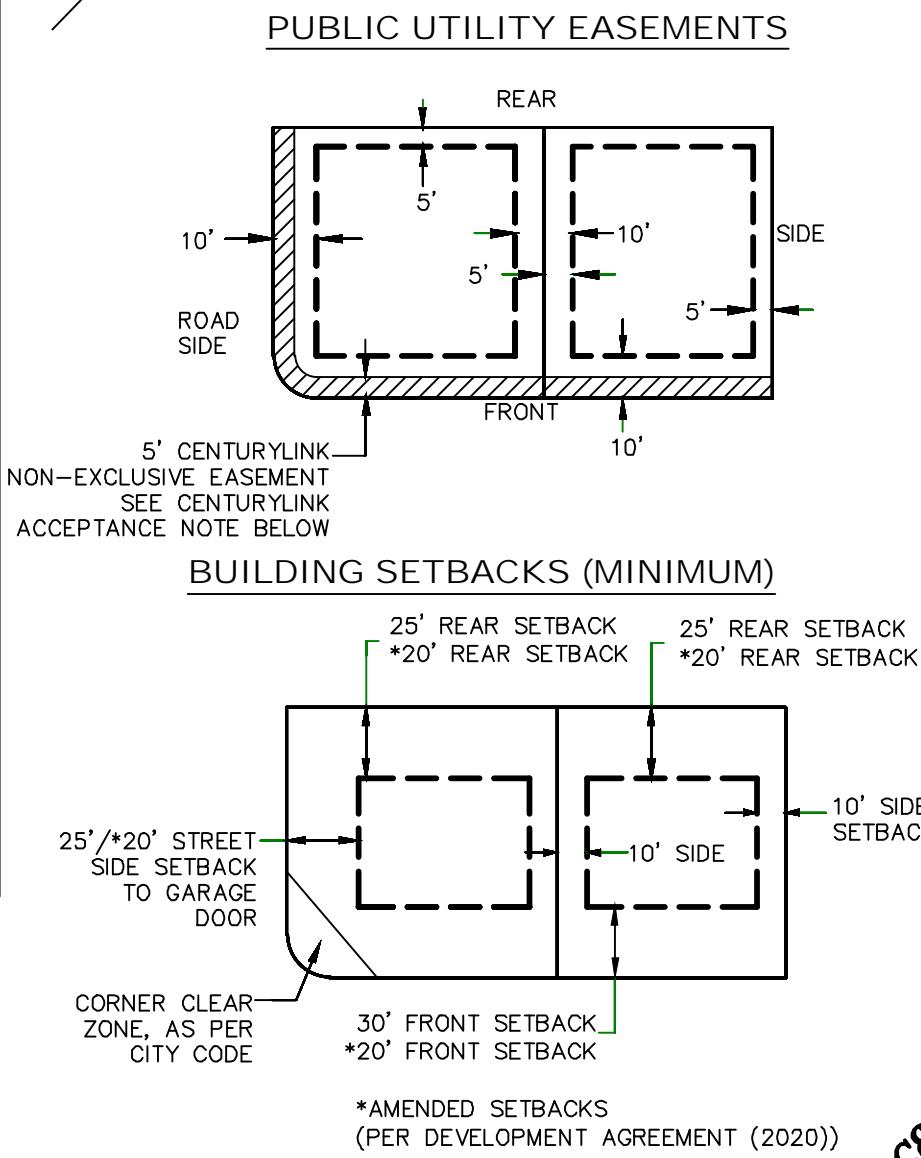
- FOUND SECTION COR. AS NOTED
SET 5/8" IRON PIN
TO BE SET AT ALL LOT CORNERS
FOUND CLASS I STREET MONUMENT
SET STREET MONUMENT
- PROPERTY BOUNDARY
CENTERLINE
RIGHT-OF-WAY LINE
LOT LINE
SECTION LINE
PUBLIC UTILITY EASEMENT
CALCULATED POINT (NOT SET)
NDCBU
(4"x8" POSTAL EASEMENT)

FOOTHILL VILLAGE SUBDIVISION
PLAT 'I'

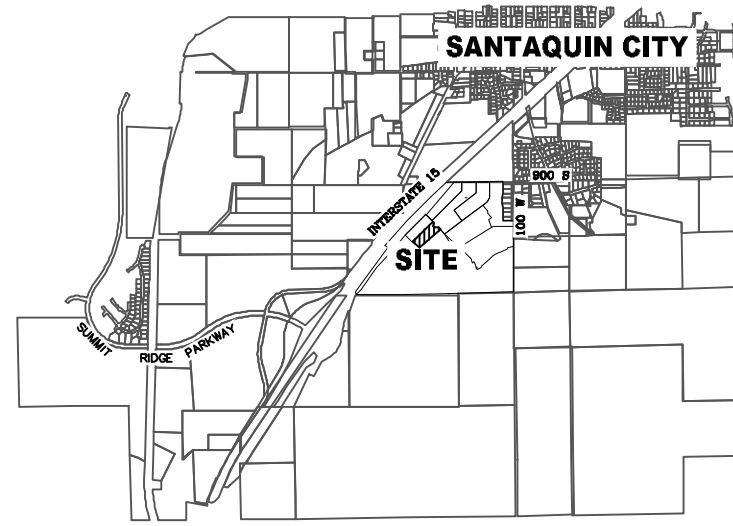
LOCATED IN THE SOUTHWEST CORNER OF SECTION
11, TOWNSHIP 10 SOUTH
RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
Santaquin, Utah County, Utah

32-017:0142
FORESTAR (USA)
REAL ESTATE
GROUP INC

FOOTHILL
VILLAGES
FUTURE PHASES



VICINITY MAP



** SHALLOW SEWER MAY EXIST
THROUGHOUT THIS PHASE. INJECTOR
PUMPS MAY BE NEEDED IF BASEMENTS
ARE INSTALLED **

PROJECT STATISTICS

LOTS 22 LOTS
TOTAL ACREAGE 4.59 ACRES
TOTAL ACREAGE IN LOTS 3.35 ACRES
TOTAL ACREAGE IN STREETS 1.24 ACRES
DENSITY 4.79 UNITS PER ACRE
ZONE R10 PUD

PROJECT DEVELOPER

DR HORTON
12351 So. Gateway Place
Suite D-100
Draper UT 84020
Office: (801) 571-7101
CKL@avt111@drhorton.com

PROJECT ENGINEER
& SURVEYOR

REGION ENGINEERING & SURVEYING
1776 NORTH STATE STREET #110
OREM, UTAH 84057
PH - 801.376.2245

UTILITIES APPROVAL

UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN
AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW
GROUND AND ALL OTHER RELATED FACILITIES WITHIN
THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS
PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN
PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE
LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF
ACCESS TO SUCH FACILITIES AND THE RIGHT TO
REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING
STRUCTURES, TREES AND VEGETATION THAT MAY BE
PLACED WITHIN THE PUE. THE UTILITY MAY REQUIRE THE
LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE
PUE AT THE OWNER'S EXPENSE, OR THE UTILITY MAY
REMOVE SUCH STRUCTURES AT THE OWNER'S EXPENSE.
AT NO TIME ANY PERMANENT STRUCTURES BE PLACED
WITHIN THE PUE OR ANY OTHER OBSTRUCTIONS WITH
INTERFERES WITH THE USE OF THE PUE WITH OUT THE
PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH
FACILITIES IN THE PUE.

ROCKY MTN POWER
CENTRACOM

BASIS OF BEARING

THE BASIS OF BEARING FOR THE FOOTHILL VILLAGES PLAT 'I' IS
ON THE SECTION LINE BETWEEN THE EAST 1/4 CORNER AND THE
SOUTHEAST CORNER OF SECTION 11, T10S, R1E, S12B&M WITH THE
BEARING BEING S9°04'51"E ALONG SAID LINE.

NOTES:

1. @ ... TYPE II MONUMENT (ALUMINUM CAP AND REBAR) TO BE SET.
#5 REBAR & CAP TO BE SET AT ALL LOT CORNERS. NAIL AND BRASS
WASHER TO BE SET IN TOP OF CURB @ PROJECTION OF SIDE LOT LINES.
2. XXXX - PROPOSED RESIDENTIAL ADDRESS
3. (XXXX S.F.) AREA IN PARENTHESIS DENOTES BUILDABLE AREA

CENTURYLINK ACCEPTANCE

CENTURYLINK SHALL HAVE THE RIGHT TO A FIVE FOOT NON-EXCLUSIVE
UTILITY EASEMENT TO INSTALL, MAINTAIN AND OPERATE ITS EQUIPMENT
ABOVE AND BELOW GROUND AS IDENTIFIED ON THE PLAT MAP AND AS
MAY BE NECESSARY OR DESIRABLE IN PROVIDING SERVICES WITHIN AND
WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS
TO SUCH FACILITIES. UPON RECORDING OF THE PLAT MAP, CENTURYLINK
VACATES, TERMINATES, RELEASES AND DISCLAIMS ANY AND ALL
EASEMENTS, RIGHTS-OF-WAY, AND ANY OTHER PROPERTY RIGHTS AND
INTERESTS CENTURYLINK MAY OWN, HOLD, BENEFIT FROM, OR POSSESS IN
RELATION TO THAT CERTAIN RIGHT OF WAY EASEMENT IN FAVOR OF THE
MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY DATED
JANUARY 8, 1929, AND RECORDED ON JANUARY 9, 1929, AS ENTRY NO. 215,
IN BOOK 269, AT PAGE 468, TO THE EXTENT THAT SUCH RIGHT OF WAY
EASEMENT PERTAINS TO OR EFFECTS ANY OF THE REAL PROPERTY THAT IS
DESCRIBED ON AND IS SUBJECT TO THIS PLAT.

CENTURY LINK



0 20 40 80 120

(24"x36")
SCALE 1" = 40'
(11"x17")
SCALE 1" = 80'

DOMINION ENERGY ACCEPTANCE

DOMINION APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF
CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS.
DOMINION MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS
DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE,
APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE
PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND
THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR
TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION
PLEASE CONTACT DOMINION'S RIGHT OF WAY DEPARTMENT AT
1-800-366-8532.

APPROVED THIS _____ DAY OF _____, 20 ____

DOMINION ENERGY COMPANY

BY-
TITLE-

Surveyor's Certificate

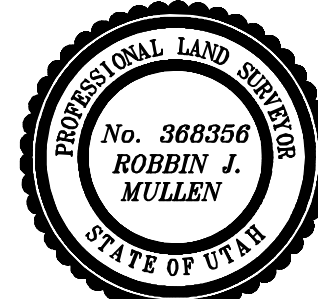
I, ROBBIN J. MULLEN DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD
CERTIFICATE NO. 368356 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY
AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF SAID TRACT OF LAND SHOWN ON THIS PLAT AND
DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS AND
THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND
THAT THIS IS TRUE AND CORRECT.

Boundary Description

BEGINNING AT A POINT THAT IS S.0°04'51"E. ALONG THE SECTION LINE 942.14 FEET AND
WEST 1918.51 FEET FROM THE EAST 1/4 CORNER OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE
1 EAST, SALT LAKE BASE & MERIDIAN;

THENCE, S 44° 22' 20" E FOR A DISTANCE OF 26.99 FEET TO THE BEGINNING OF A CURVE,
SAID CURVE TURNING TO THE RIGHT THROUGH 58° 29' 07", HAVING A RADIUS OF 30.00 FEET, AND WHOSE
LONG CHORD BEARS S 15° 08' 14" E FOR A DISTANCE OF 29.31 FEET TO THE BEGINNING OF A
NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE LEFT THROUGH 27° 27' 39", HAVING A RADIUS OF
80.00 FEET, AND WHOSE LONG CHORD BEARS S 00° 22' 30" W FOR A DISTANCE OF 37.98 FEET TO THE
BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 58°
12' 37", HAVING A RADIUS OF 30.00 FEET, AND WHOSE LONG CHORD BEARS S 15° 47' 32" W FOR A
DISTANCE OF 29.18 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE, S 44° 35'
10" E FOR A DISTANCE OF 55.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE
TURNING TO THE RIGHT THROUGH 58° 43' 42", HAVING A RADIUS OF 30.00 FEET, AND WHOSE LONG CHORD
BEARS N 74° 15' 35" E FOR A DISTANCE OF 29.42 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE.
SAID CURVE TURNING TO THE LEFT THROUGH 29° 04' 40", HAVING A RADIUS OF 80.00 FEET, AND WHOSE
LONG CHORD BEARS N 89° 05' 06" E FOR A DISTANCE OF 40.17 FEET TO THE BEGINNING OF A
NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE RIGHT THROUGH 58° 16' 51", HAVING A RADIUS OF
30.00 FEET, AND WHOSE LONG CHORD BEARS S 76° 11' 07" E FOR A DISTANCE OF 29.22 FEET TO THE
BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 02°
04' 44", HAVING A RADIUS OF 972.50 FEET, AND WHOSE LONG CHORD BEARS S 46° 00' 20" E FOR A
DISTANCE OF 35.28 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE.
THENCE, S 43° 55' 46" W FOR A DISTANCE OF 309.18 FEET TO A POINT ON A LINE. THENCE, S 37° 17' 04"
W FOR A DISTANCE OF 55.48 FEET TO A POINT ON A LINE. THENCE, S 42° 29' 34" W FOR A DISTANCE OF
263.10 FEET TO A POINT ON A LINE. THENCE, S 42° 29' 34" W FOR A DISTANCE OF 55.00 FEET TO A POINT
ON A LINE. THENCE, N 48° 04' 44" W FOR A DISTANCE OF 31.38 FEET TO A POINT ON A LINE. THENCE, S
41° 55' 16" W FOR A DISTANCE OF 105.00 FEET TO A POINT ON A LINE. THENCE, N 48° 04' 44" W FOR A
DISTANCE OF 82.85 FEET TO A POINT ON A LINE. THENCE, S 41° 38' 38" W FOR A DISTANCE OF 20.79 FEET
TO A POINT ON A LINE. THENCE, N 48° 21' 22" W FOR A DISTANCE OF 147.82 FEET TO A POINT ON A LINE.
THENCE, N 40° 37' 20" E FOR A DISTANCE OF 65.94 FEET TO A POINT ON A LINE. THENCE, N 41° 38' 38"
E FOR A DISTANCE OF 324.59 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT
THROUGH AN ANGLE OF 03° 58' 35", HAVING A RADIUS OF 1621.50 FEET, AND WHOSE LONG CHORD BEARS N
43° 37' 55" E FOR A DISTANCE OF 112.51 FEET. THENCE N 45° 37' 13" E A DISTANCE OF 317.57 FEET TO
THE POINT OF BEGINNING

CONTAINS: ±4.59 ACRES AND 22 TOTAL LOTS



DATE

SURVEYOR

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE
PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED
THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE
THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____

DAY OF _____, A.D. 20 ____

LIMITED COMPANY ACKNOWLEDGEMENT

STATE OF UTAH

S.S.

COUNTY OF UTAH

ON THIS _____ DAY OF _____, A.D. 20 ____ PERSONALLY APPEARED BEFORE
ME _____ THE SIGNER OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED
TO ME THAT (S)HE IS THE _____ OF
A LIMITED COMPANY, AND IS AUTHORIZED TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND
THAT HE OR SHE EXECUTED IT IN SUCH CAPACITY.

MY COMMISSION EXPIRES _____

A NOTARY PUBLIC COMMISSIONED IN UTAH

NOTARY ADDRESS

PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE _____ OF
COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL
STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE
PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. 20 ____

APPROVED MAYOR OF SANTAQUIN

ATTEST

ENGINEER
(See Seal Below)

CLERK-RECORDER
(See Seal Below)

FOOTHILL VILLAGE SUBDIVISION
PLAT 'I'

UTAH COUNTY, UTAH

SCALE: 1" = 40 FEET

NOTARY PUBLIC SEAL

CITY-COUNTY ENGINEER SEAL

COUNTY-RECORDER SEAL

When recorded, return to:

Santaquin City Corporation
275 West Main Street
Santaquin, Utah 84655

QUIT CLAIM

Santaquin City Corporation, Grantor, of Utah County, State of Utah, for the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **QUIT CLAIMS** to

Salisbury Land Development, LLC

Grantee, of Utah County, State of Utah, the following described two tracts of land in Utah County, State of Utah:

More particularly described in Exhibit "A", Which is attached hereto and made a part thereof.

Subject to recorded and unrecorded easements and rights of way, if any, which have been established and which now may exist by operation of law upon said land, or any portion thereof.

WITNESS the hand of said grantor this ____ day of _____, 2020

SANTAQUIN CITY CORPORATION

BY:_____

Kirk F. Hunsaker, Mayor

COUNTY OF UTAH)

:SS

STATE OF UTAH)

On this_____ day of _____, 2020, personally appeared before me, who being by me duly sworn, did say that he, the said Kirk F. Hunsaker, is the Mayor of Santaquin City, and that the within and foregoing instrument was signed on behalf of Santaquin City Corporation by authority of its duly elected City Council.

Notary Public_____

EXHIBIT “A” - (Legal Descriptions)

Area #1

BEGINNING AT A POINT THAT IS S 0°04'51" E ALONG THE SECTION LINE 1054.75 FEET AND WEST 1899.35 FEET FROM THE EAST ¼ CORNER OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN;

SAID CURVE TURNING TO THE LEFT THROUGH 55° 25' 48", HAVING A RADIUS OF 30.00 FEET, AND WHOSE LONG CHORD BEARS N 14° 24' 07" E FOR A DISTANCE OF 27.90 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 20° 46' 57", HAVING A RADIUS OF 80.00 FEET, AND WHOSE LONG CHORD BEARS N 02° 57' 51" W FOR A DISTANCE OF 28.86 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE.

THENCE, S 44° 22' 48" E FOR A DISTANCE OF 21.10 FEET TO THE BEGINNING OF A CURVE,

SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 90° 00' 00", HAVING A RADIUS OF 15.00 FEET, AND WHOSE LONG CHORD BEARS S 00° 37' 12" W FOR A DISTANCE OF 21.21 FEET.

THENCE S 45° 37' 13" W A DISTANCE OF 27.95 FEET TO THE POINT OF BEGINNING

CONTAINS: ±567 SQ FT

Area #2

BEGINNING AT A POINT THAT IS S.0°04'51"E. ALONG THE SECTION LINE 1094.98 FEET AND WEST 1861.80 FEET FROM THE EAST ¼ CORNER OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN;

THENCE, N 44° 35' 10" W FOR A DISTANCE OF 0.05 FEET TO A POINT ON A LINE.

THENCE, N 45° 37' 13" E FOR A DISTANCE OF 29.94 FEET TO THE BEGINNING OF A CURVE,

SAID CURVE TURNING TO THE RIGHT THROUGH 87° 05' 11", HAVING A RADIUS OF 15.00 FEET, AND WHOSE LONG CHORD BEARS N 89° 09' 48" E FOR A DISTANCE OF 20.67 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE.

SAID CURVE TURNING TO THE LEFT THROUGH 01° 53' 06", HAVING A RADIUS OF 549.50 FEET, AND WHOSE LONG CHORD BEARS S 48° 14' 10" E FOR A DISTANCE OF 18.08 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE.

SAID CURVE TURNING TO THE RIGHT THROUGH 00° 14' 50", HAVING A RADIUS OF 950.50 FEET, AND WHOSE LONG CHORD BEARS S 49° 03' 18" E FOR A DISTANCE OF 4.10 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE.

SAID CURVE TURNING TO THE RIGHT THROUGH 21° 50' 58", HAVING A RADIUS OF 80.00 FEET, AND WHOSE LONG CHORD BEARS N 87° 18' 03" W FOR A DISTANCE OF 30.32 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE.

SAID CURVE TURNING TO THE LEFT THROUGH 58° 43' 42", HAVING A RADIUS OF 30.00 FEET, AND WHOSE LONG CHORD BEARS S 74° 15' 35" W FOR A DISTANCE OF 29.42 FEET TO THE POINT OF BEGINNING

CONTAINS: ±569 SQ FT