

## NOTICE AND AGENDA - AMENDED

Notice is hereby given that the City Council of the City of Santaquin will hold a City Council Meeting on Wednesday, March 04, 2015, in the Council Chambers, 45 West 100 South, at 6:00 p.m.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. INVOCATION/INSPIRATIONAL THOUGHT
4. CONSENT AGENDA
  - a. Minutes
    1. February 18, 2015 Council Meeting
  - b. Bills
    1. \$138,367.85
5. FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS

**Public Forum is held to a 30-minute maximum with each speaker given no more than 5 minutes each. If more than 6 Speakers, time will be adjusted accordingly to meet the 30 minute requirement**


  - a. Corinne Facer, Miss Santaquin – update
6. FORMAL PUBLIC HEARING
7. UNFINISHED BUSINESS
8. BUSINESS LICENSES
9. NEW BUSINESS
  - a. Jay Franson – Annual Report of the Summit Creek Management Plan
  - b. Discussion Regarding a Development Agreement Between Santaquin City and Trent Mohlhoff
  - c. Discussion and possible action with regard to stray and/or feral cats
10. INTRODUCTIONS AND ADOPTION OF ORDINANCES AND RESOLUTIONS
  - a. Resolution 01-02-2015, "A Resolution Approving an Annexation and Development Agreement Between Santaquin City and Rowley's South Ridge Farms and Rowley's South Ridge Farms, Inc."
  - b. Resolution 02-03-2015, "A Resolution Approving An Agreement with the Myron Vivan Olson and Ethel Virginia Olson Family Trust Regarding Water Delivery"
  - c. Resolution 03-01-2015, "A Resolution Approving A Contract with McNeil Engineering for Engineering Services"
  - d. Resolution 03-02-2015, "A Resolution Establishing Santaquin City Policies Regarding Water Dedication Money in Lieu of Water Payments" ®
  - e. Ordinance 01-02-2015, "An Ordinance Amending the Zoning Map to Include the Rowley's South Ridge Farms Annexation Area"
  - f. Ordinance 03-01-2015, "An Ordinance amending the Animal Right provision of the Santaquin City Code"
11. CONVENE OF THE COMMUNITY DEVELOPMENT BOARD
12. CONVENE OF THE SPECIAL SERVICE DISTRICT FOR ROADS MAINTENANCE
13. PETITIONS AND COMMUNICATIONS
14. REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES
  - a. City Manager Reeves
  - b. Assistant City Manager Marker
15. REPORTS BY MAYOR AND COUNCIL MEMBERS
  - a. Mayor Hunsaker
  - b. Council Members
16. EXECUTIVE SESSION (May be called to discuss the character, professional competence, or physical or mental health of an individual)
17. EXECUTIVE SESSION (May be called to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property)
18. 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 in 3 places; City Center, Post Office and Zions Bank as well as posted on the State of Utah's Public Website.

BY:

  
Susan B. Farnsworth, City Recorder

® Amendment to the agenda

**MINUTES OF A CITY COUNCIL MEETING  
HELD IN THE COUNCIL CHAMBERS  
MARCH 04, 2015**

The meeting was called to order by Mayor Kirk Hunsaker at 6:00 p.m. Council Members attending: Keith Broadhead, Matthew Carr, David Hathaway, Mandy Jeffs, and Nick Miller.

Others attending: City Manager Benjamin Reeves, Assistant City Manager Dennis Marker, Police Chief Rod Hurst, Legal Counsel Brett Rich, City Engineer Norm Beagley, Miss Santaquin Corinne Facer, Museum Director Annette Bott, Museum Board Members Kellie Robbins, Brad Peterson, and Jenny Fernelius; Members of Scout Troop 899 Jack Larson, Taylor Moser, Davey Rubow, and Nathan Parsons; Catherine Holman, Cindy Johnson, Ron Holt, Aaron Jones, Elise Miller, Hannah Tervort, Scott Rowley, Matthew Robliz, and other unidentified individuals.

**PLEDGE OF ALLEGIANCE**

Scout Larson led the Pledge of Allegiance.

**INVOCATION/INSPIRATIONAL THOUGHT**

Council Member Carr offered an Invocation.

**CONSENT AGENDA**

***Minutes***

February 18, 2015 Council Meeting

***Bills***

\$138,367.85

Council Member Carr moved to approve the Consent Agenda. Council Member Miller seconded the motion. The vote was unanimous.

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

City Manager Reeves reported that over the last few days there has been a lot of social media discussion with regard to the City's recycling program. He indicated that after numerous meetings and discussions, the Mayor and Council Members decided to implement the program. (See attachment "A" for a copy of the presentation).

Mr. Holt and Mr. Jones addressed the Mayor and Council Members with regard to transferring the right to stock fish in the Summit Creek Pond to the Santaquin City Pole Canyon Fish Pond Park. Mr. Holt voiced his concern with the steepness of the banks at the Pole Canyon. Mr. Holt and Mr. Jones were told City staff will contact the Fish and Game with regard to the possibility of stocking both ponds.

***Corinne Facer, Miss Santaquin***

Ms. Facer reported she had been participating in a shoe drive. The shoes collected will be sold in Tanzania, Africa. The money raised will be used to fund a water well project in another country.

Ms. Tervort thanked Ms. Facer for her service as Miss Santaquin this past year. The 2015 Miss Santaquin Pageant will be held on March 28<sup>th</sup> beginning at 7:00 p.m. at Payson High School. Everyone was invited to attend.

**FORMAL PUBLIC HEARING**

No formal public hearings were held.

**UNFINISHED BUSINESS**

No unfinished business was presented to the Council.

**BUSINESS LICENSES**

It was reported the following new Business Licenses were issued:

- |                       |                  |                    |                   |
|-----------------------|------------------|--------------------|-------------------|
| • Westen Construction | Westen Drown     | 488 North 500 West | Handyman Services |
| • Honey Bee Tan       | Heather Beardall | 143 West 450 North | Spray Tanning     |
| • Diego's Carpentry   | Antonio Ruiz     | 310 North 400 East | Carpentry         |
| • I Run, LLC          | Tineka Kerlay    | 533 North 150 West | Errand Running    |

**NEW BUSINESS*****Jay Franson – Annual Report of the Summit Creek Management Plan***

Mr. Franson was unable to attend the meeting this evening. He plans to reschedule his report for a later date.

***Discussion and possible action with regard to stray and/or feral cats***

It was reported there have been many inquiries into regulations pertaining to "stray and/or feral cats". Animal Control Officer Robinson has compiled information with regard to the cost of a "Trap-Neuter-Return" option. The estimated budget impact for this solution is \$5300-\$7900 per year. Chief Hurst suggested supplying citizens who desire one with a trap and requesting the residents transport stray cats to the shelter at their own expense. The City would pay the shelter fees. Chief Hurst requested the Mayor and Council Members take into consideration, before a decision is made, the ACO's time associated with "abatement of the cats". He is spending a fair share of his time working on nuisances which would be impacted if assigned additional tasks. (See Attachment "B" for a copy of the report). Council Member Broadhead suggested budgeting \$5000 next year for stray and feral cat abatement, with the ACO trapping and transporting the cats until the money runs out. Council consensus held that this be done.

Council Member Broadhead was told Chief Olson is working hand in hand with ACO Robinson on general health and safety nuisances. Chief Olson "works" on the nuisances until such time as the issue is referred to the Court system, then ACO Robinson "takes it from there".

**INTRODUCTIONS AND ADOPTION OF ORDINANCES AND RESOLUTIONS*****Resolution 03-02-2015, "A Resolution Establishing Santaquin City Policies Regarding Water Dedication Money in Lieu of Water Payments"***

Council Member Miller moved to approve Resolution 03-02-2015, "A Resolution Establishing Santaquin City Policies Regarding Water Dedication Money in Lieu of Water Payments". Council Member Carr seconded the motion. The vote was as follows:

Council Member Broadhead	Aye
Council Member Carr	Aye
Council Member Hathaway	Nay
Council Member Jeffs	Aye
Council Member Miller	Aye

Resolution 03-02-2015 was approved with a 4-1 vote.

***Resolution 01-02-2015, "A Resolution Approving an Annexation and Development Agreement Between Santaquin City and Rowley's South Ridge Farms and Rowley's South Ridge Farms, Inc."***

A discussion was held with regard to the proposed Resolution. Scott Rowley indicated the proposed Resolution meets their needs with regard to farming, using their "juicing" facility and being able to construct homes within the orchard area. He is grateful to the Mayor and Council Member for listening to their concerns and working "with them".

Assistant City Manager Marker requested reviewing a presentation with regard to Water Dedication vs Money in Lieu of Water before a final vote is taken on the proposed Resolution. (See attachment "C" for the presentation).

Council Member Carr made a motion to approve Resolution 01-02-2015, "A Resolution Approving an Annexation and Development Agreement Between Santaquin City and Rowley's South Ridge Farms and Rowley's South Ridge Farms, Inc." Council Member Miller seconded the motion. The vote was as follows:

Council Member Broadhead	Aye
Council Member Carr	Aye
Council Member Hathaway	Aye
Council Member Jeffs	Aye
Council Member Miller	Aye

Resolution 01-02-2015 was approved with a 5-0 vote.

***Ordinance 01-02-2015, "An Ordinance Amending the Zoning Map to Include the Rowley's South Ridge Farms Annexation Area"***

Council Member Broadhead moved to approve Ordinance 01-02-2015, "An Ordinance Amending the Zoning Map to Include the Rowley's South Ridge Farms Annexation Area". Council Member Miller seconded the motion. The vote was as follows:

Council Member Broadhead	Aye
Council Member Carr	Aye
Council Member Hathaway	Aye
Council Member Jeffs	Aye
Council Member Miller	Aye

Ordinance 01-02-2015 was approved with a 5-0 vote.

***Resolution 03-01-2015, "A Resolution Approving a Contract with McNeil Engineering for Engineering Services"***

Mr. Robliz introduced himself as the Senior Engineer of McNeil Engineering. He presented the Mayor and Council Members with a packet of past projects. Assistant City Manager Marker reported during the bidding procedure it was stated the City had the prerogative to alter the scope of the project as needed. Mr. Robliz recommended completing all the Tasks of the "Proposed Project Cost Form", excluding #6 which is the Bidding and Contract Documents to complete the identified needed repairs/upgrades.

Council Member Broadhead stated he would like to complete the full project but questions where the extra \$10,000 would come from. Council Member Carr requested a commitment from Ms. Fernelius, Museum Board Chair, that the Board continue to look for funding to complete the full

upgrade project. City Engineer Beagley reported he believes the full analysis needs to be completed. This will provide data needed to decide if the full restoration project is feasible. Council Member Jeffs asked why the City would spend the money on upgrades when the Museum isn't open as often as it should/could be. It was stated the Museum is open by appointment as well as 2 days through the City Celebration. Council Member Broadhead was told the main vision of the Museum Board is to keep the building. The Museum Board is going to try to have the building open April – November 2 days a month in addition to offering tours by appointment. Council Member Broadhead believes the goal of the Council is to have the building open daily. Council Member Broadhead suggested completing the analysis, and then an educated decision can be made as to whether the building "stays" or "goes". Council Member Miller asked where the \$22,000 would come from. City Manager Reeves suggested utilizing \$10,000 of Museum funds and finding an additional revenue source such as a RAP Tax voted on by the residents. Council Member Jeffs suggested waiting until there is a history of additional visitors because of the additional days open, before the money is spent. Council Member Broadhead recommended tabling the issue until next Council Meeting and have City Manager Reeves locate funding for the analysis. Council Member Carr said that he, as a Council Member, would not vote to place this issue on the ballot but he would sign a "Petition" to have it placed on the ballot. Ms. Robbins stated the Board Members have ideas on how to raise money. Council Member Jeffs stated she would like to see some of these things "put into action". Ms. Robbins indicated that during the next Museum Board Meeting names of volunteers will be reviewed and approved. With additional volunteers the Museum could be open more often. Mr. Peterson reported the main focus of the Board is fund raising. He believes the analysis is needed before the Board can move forward.

Council Member Broadhead moved to table Resolution 03-01-2015, "A Resolution Approving a Contract with McNeil Engineering for Engineering Services" until the Council meeting of March 18<sup>th</sup>, at which time a decision will be made based on the budget information presented by City Manager Reeves. Council Member Hathaway seconded the motion. The vote was as follows:

Council Member Broadhead	Aye
Council Member Carr	Aye
Council Member Hathaway	Aye
Council Member Jeffs	Aye
Council Member Miller	Aye

Resolution 03-01-2015 was tabled with a 5-0 vote.

***Resolution 02-03-2015, "A Resolution Approving an Agreement with the Myron Vivan Olson and Ethel Virginia Olson Family Trust Regarding Water Delivery"***

Council Member Miller moved to approve Resolution 02-03-2015, "A Resolution Approving an Agreement with the Myron Vivan Olson and Ethel Virginia Olson Family Trust Regarding Water Delivery". Council Member Carr seconded the motion. Council Member Miller amended the motion to include Dan Olson as a signer of the agreement. Council Member Carr seconded the amendment. The vote was as follows:

Council Member Broadhead	Aye
Council Member Carr	Aye
Council Member Hathaway	Aye
Council Member Jeffs	Aye
Council Member Miller	Aye

Resolution 02-03-2015 was approved with a 5-0 vote.

***Ordinance 03-01-2015, "An Ordinance amending the Animal Right provision of the Santaquin City Code"***

Council Member Miller moved to approve Ordinance 03-01-2015, "An Ordinance amending the Animal Right provision of the Santaquin City Code". Council Member Jeffs seconded the motion. The vote was as follows:

Council Member Broadhead	Aye
Council Member Carr	Aye
Council Member Hathaway	Aye
Council Member Jeffs	Aye
Council Member Miller	Aye

Ordinance 03-01-2015 was approved with a 5-0 vote.

***Discussion Regarding a Development Agreement between Santaquin City and Trent Mohlhoff***

Assistant City Manager Marker reported Mr. Mohlhoff owns 32.13 acres abutting the South Ridge Farms Red Barn and Rowley's farms. He is the owner of Quality RV's in Spanish Fork and has many dealership locations between Utah and California. Mr. Mohlhoff plans to establish an RV sales business on the property and desires to clarify the city requirements for improvements and possible phasing of those improvements. He is requesting the Council review the draft Development Agreement so their concerns or questions could be addressed. (See attachment "D" for a copy of the draft agreement).

Council consensus held that a "manned sales office" would be required. This would fulfil the requirements of the current zone.

**CONVENE OF THE COMMUNITY DEVELOPMENT BOARD**

The Community Development Board was not convened.

**CONVENE OF THE SPECIAL SERVICE DISTRICT FOR ROADS MAINTENANCE**

The Special Service District for Roads Maintenance Board was not convened.

**PETITIONS AND COMMUNICATIONS**

No Petitions or Communications were submitted to the Mayor and Council Members.

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

***City Manager Reeves***

City Manager Reeves reported that he and City Engineer Beagley met with Zions Bank Representative Jonathon Ward with regard to funding of the new Public Works Building. He will be attending the March 18<sup>th</sup> Council meeting to discuss funding options. He will also be discussing funding options for the 2<sup>nd</sup> Summit Ridge access construction project.

***Assistant City Manager Marker***

Assistant City Manager reported there were 7 building permits picked up in the month of February. He also reported he met with a representative of Salisbury Development to discuss development of the Oak Summit Plats. The Representatives were concerned with the condition of the properties

surrounding the proposed development. It was suggested placing dumpsters, at the expense of Salisbury Development, for cleanup within that area.

## REPORTS BY MAYOR AND COUNCIL MEMBERS

### *Mayor Hunsaker*

The bids for the 500 East Project have been received. Evans Grading and Paving was the low bidder of the four bids received. The "Notice of Award" will be ready for execution by the next Council Meeting.

### *Council Members*

Council Member Miller reported the new Fire Truck will be delivered on March 18<sup>th</sup>. A photo op is scheduled for that evening. The photos will be taken in front of the Council Chambers. Also reported was the K-9 police dog will be delivered tomorrow.

Council Member Broadhead was told Sunroc is in the process of moving their operation from the south side to the north side. He also reported he and City Manager Reeves met earlier today with representatives of the Senior Citizens. They are in the process of creating a Seniors Board. Additional information will be shared as it is available.

Council Member Carr reported the Sageberry roadway needs to be swept. Currently an emergency vehicle would not be able to get through there. Assistant City Manager Marker will make sure the inspectors are made aware of this need.

Council Member Jeffs reported she has received requests to raise the speed limit along Highland Drive. The Council Members were in agreement of raising the limit. They suggested a 35 MPH limit. The final decision will be made by Chief Hurst and Director Wade Eva.

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

An Executive Session to discuss the character, professional competence, or physical or mental health of an individual was not held.

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

At 9:42 p.m. Council Member Miller moved to enter into an Executive Session to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property. Council Member Hathaway seconded the motion. The vote was as follows:

Council Member Broadhead	Aye
Council Member Carr	Aye
Council Member Hathaway	Aye
Council Member Jeffs	Aye
Council Member Miller	Aye

Those attending the Executive Session: Mayor Hunsaker, Council Members Broadhead, Carr, Hathaway, Jeffs and Miller, City Manager Reeves, Assistant City Manager Marker, Legal Counsel Rich and City Recorder Farnsworth.

At 10:00 p.m. the regular meeting resumed.

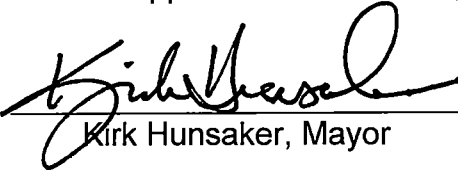
**ADJOURNMENT**

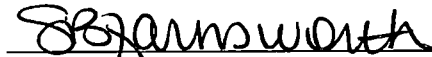
At 10:00 p.m. Council Member Miller moved to adjourn. Council Member Broadhead seconded the motion. The vote was as follows:

Council Member Broadhead	Aye
Council Member Carr	Aye
Council Member Hathaway	Aye
Council Member Jeffs	Aye
Council Member Miller	Aye

The vote to adjourn was unanimous.

Minutes approved on March 18, 2015.

  
Kirk Hunsaker, Mayor

  
Susan B. Farnsworth, City Recorder

# Santaquin City Recycling Informational Update

March 4, 2015



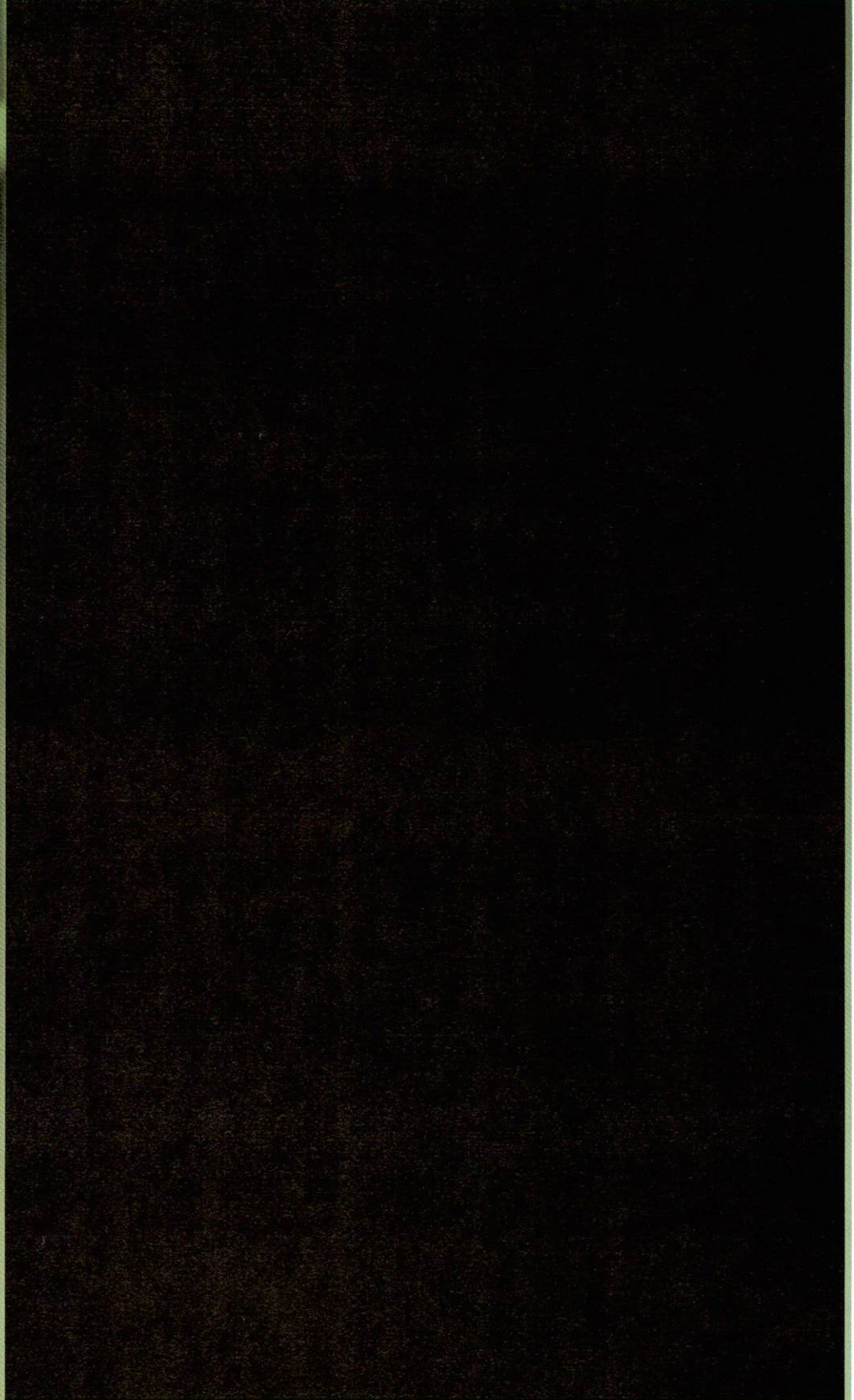
# *Why did Santaquin City begin a Recycling Program?*

## **Benefits of a Recycling Program:**

- Protects the Environment
- Energy Savings
- Reduces Landfill Solid Waste
- Reduces Solid Waste Tipping Fees



*What is going to happen to my  
recycled materials?*



# *What has Republic Services Accomplished in Utah?*



- Currently provide curbside recycling services to over 65,000 homes in 16 different cities and 2 counties
- Cities are saving approximately \$350,000 in combined disposal costs per year

## *What is the Environmental Impact?*

- For every ton of paper recycled, 60,000 gallons of water are saved
- We use 70% less energy using recycled products in manufacturing than with raw materials
- Recycling 1 aluminum can saves enough energy to power a TV for up to 3 hours

## *What did our Neighbors save in 2013?*



- Spanish Fork:
  - 2,270 recycling homes.
  - 594.54 tons or 1,089,080 pounds of recyclables in 2013.
  - \$18,728.01 in savings for the city.
- Elk Ridge:
  - 371 recycling homes
  - 73 tons or 146,000 pounds of recyclables in 2013
  - \$2,299.50 in savings for the city
- Lindon:
  - 827 recycling homes
  - 196.72 tons or 393,440 pounds of recyclables in 2013
  - \$6,196.68 in savings for the city

## What were the Recycling Options the City Council choose from?

Participation Method	Anticipated Participation Level	Cost per Participant	Anticipated Savings in Landfill Disposal Costs	Freedom of Choice to Participate
No-Recycling	None	None Direct*	None	None
"Opt-In"	Some	High	Some	Yes-Active
"Opt-Out"	High	Lower	Higher	Yes-Passive**
Mandatory	Full	Lowest	Highest	None

\* **None-Direct** - Although under this option citizens do not pay for the disposal of recycled materials, all citizens still pay for the disposal of these same materials through their solid waste collection at a cost of \$30/ton.

\*\* **Yes-Passive** - To ensure all residents had the right choose, the city council provided a two-month "opt-out" period and initiated an extensive communications plan.

## *Did I really have the “Option” to Participate?*



- Every residence had the option to “Opt-Out” of the program through a “no charge” opt-out period which took place from November 1<sup>st</sup> thru December 30<sup>th</sup> 2014
- New move-ins are given a chance to opt-out when they sign up for utility services
- Future “Opt-Out” windows allowed each March starting in 2016

# *I didn't hear about it... How was it Communicated?*



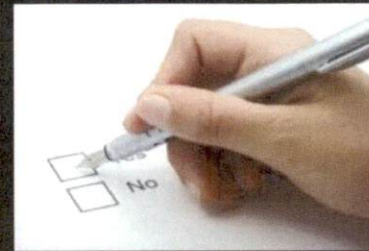
Medium	Dates
City Council Meetings	Multiple meetings were held over several months
Newsletters "Pre-Opt-Out"	Oct 1, Nov 1, Dec 1 <i>(mailed in every bill or emailed in every electronic bill)</i>
Website	Detailed document & web page- by Sept 15 Regular Updates and Posts <i>(Weekly)</i>
Signs Posted	Every City Facility
Roadway Banners	Three Roadway Banners at Major Intersections
Facebook Posts/Email Blasts	Sept 15 - Dec 30 <i>(Weekly)</i>
Senior Citizen Presentation & "Opt-Out" Assistance	October 23, 2014
City Wide Phone Dialer	December 15 <sup>th</sup> & December 29 <sup>th</sup>
Newsletters "Education"	Jan 1, Feb 1, March 1

# *What was the Program's Timeline Line?*



Date	Action
September 4 - November 1	Communication Period
November 1 - December 30	"Opt-Out" Period with Continued Communication
January - Early March	Order & Deliver Cans Educational Period
March 10, 2015	Program Begins
March 2016	2 <sup>nd</sup> "Opt-Out" Window
March 2017...	3 <sup>rd</sup> "Opt-Out" Window

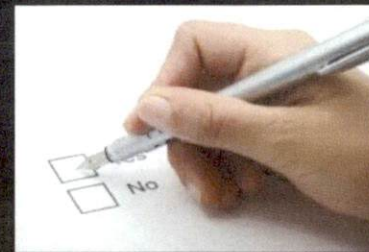
# So when is the next time I can “Opt-Out” and... What do I have to do?



March of 2016 is our next opt-out window

- In order to “Opt-Out”, during the month of March, a resident will need to:
  1. Complete an “Opt-Out” form and submit that form and associated fee (*either electronically, by mail, or in person*) between March 1<sup>st</sup> 2016 and March 31<sup>st</sup> 2016.
  2. Turn-in your recycling can by scheduling a pickup of that can with our front office staff. (*Opting Out will not be allowed without turning in your recycling container*)

# *So why can't I "Opt-Out" anytime I want?*



## **Costs:**

There is a significant cost in the ordering and delivering of recycling containers. Orders had to be placed well in advance to ensure we had an accurate number of cans orders, assembled and delivered. Allowing for opt-outs at this time would not cover upfront costs and would create a storage issue for unused recycling containers.

## **Participation Levels:**

The \$5.15 cost per can per month was based on an anticipated participation rate. If the number of participants fluctuates, the costs to the remaining participants would also fluctuate.

This especially holds true since Santaquin City cannot buffer fluctuations since we are not charging an administrative processing fee and we are only requiring those who are *"using this service"* to *"pay for this service."*  
(No subsidizing from other city funds)

# Who is making money on this program?



## Costs:

- The cost to the participants is \$5.15/month
- The costs to the city is \$5.15/month
- *The city is not charging any surcharges or administration fees. This is a direct flow-through cost. The city is not getting a per-can "kick-back" as suggested by social media.*

## Financial Benefits:

- Reduced amount of solid waste deposited into landfills at a cost of \$30/ton
- At the end of each year of service, based on the market for recycled goods and the amounts collected, Santaquin City may receive a small repayment or be assessed a fee for the sale/processing of recycled materials.

# *So why isn't my garbage bill going down right now?*



There were many unknowns at onset of this proposal which included:

- *How many residents will participate?*
- *How much of a reduction of solid waste can we anticipate?*  
(Increased revenue)
- *How many residents who currently have two garbage cans will turn in their 2<sup>nd</sup> garbage can in lieu of having a recycle bin?* (Lost revenue)

*\*\* After one full year of this program, Santaquin City will be in a better position to evaluate both the solid waste and recycling programs to determine if we are covering our costs. The Santaquin City Council has committed to reevaluate the fees the city charges for its garbage and recycling program after the 1<sup>st</sup> year of operations are complete.*

# *What was that can exchange message?*



For those who have “Opted-Out” of the program AND who currently have a “Blue” container for your garbage, your “Blue” can will be exchanged with a “Gray” can for your garbage needs.



Recycle Only

For those who have not “Opted-Out” and are considered participants in the program:

- If your current garbage can is “Blue”, Republic Services will be delivering you a “Gray” colored can for your garbage and you can begin using your “Blue” can for your recycling needs.
- OR - If your current garbage can is any other color besides “Blue”, please continue using your current can for your garbage and Republic Services will be delivering you a “Blue” can for your recycle materials.



Garbage Only

## *Other Questions?*



### *I didn't sign a contract for this service, why do I have to participate?*

For those who have not “Opted-Out” during the “Opt-Out” window, you are required to participate pursuant to Santaquin City Ordinance 01012015, which is the law.

### *What happens if I don't pay?*

The non-payment of services would result in the assessment of late fees, penalties, the potential shut-off of utility services as well as associated collection costs.

## *Other Questions?*



### *What happens if I willfully put garbage into my recycling container?*

Solid waste can contaminate an entire truck load of recycled materials which can result in the need to dispose of the full load into the landfill at a cost of \$30/ton plus the transportation costs, etc. Willful contamination is also a prosecutable offence for which restitution would be sought.

### *Can I use only a recycling can and not have a garbage container?*

No. Garbage services are mandatory for the preservation of the health and safety of our community.

# *But I'm Not Happy!*



*We are very sorry if the communication methods we used did not meet your needs.*

*We are also sorry if you feel forced or if you feel this program was implemented in an unethical or immoral manner, as we tried to be as open and transparent as possible.*

*We hope that this presentation answers your questions and that you have a better understanding as to why we are proceeding in this direction.*

*Finally, we are willing to listen to your concerns and if nothing else, we are thankful to have you participate at this time in your local government.*

# *Please give it a try!*

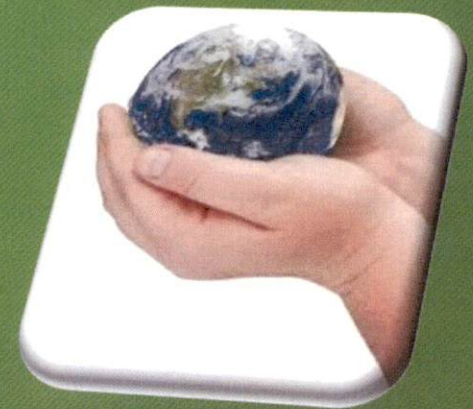


*If you are a participant in this program and you already are paying for this service and you already have your recycling can available...*

*...We encourage you to give it a try for this next year to see if you like it and if it works for you.*

*It really is a great program with many positive benefits.*

*Thank you!*



## **Felis silvestris catus ("domestic" cat)**

### **Definition: Felis Silverstris Catus:**

To truly define the cat problem we need to understand the difference between domestic, stray, and feral. Domestic cats typically have an owner or may be a community type pet. This type of animal is normally friendly, easy to catch, and can be adopted. Stray cats are generally a pet who was lost or abandoned, but was raised or otherwise socialized with humans at a young age. They may or may not be tame enough to be adopted.

Feral cats on the other hand are the main subject of discussion. A feral cat is the offspring of stray or feral and is not accustomed to human interaction. Feral's are typically too fearful to be safely handled by people. Feral's will find it difficult or near impossible to adapt to living as pets. If the offspring don't have early contact with humans, the kittens will become feral (too fearful to be handled or adopted). Females can reproduce within their first year and typically have at least two litters per year. The number of feral cats in a neighborhood can rapidly increase if they are not spayed (neutered).

### **Associated problems:**

Nuisance behaviors, such as urinating and defecating in someone's garden or yard, jumping on or climbing on/under a car, and fighting a domestic cat, are the biggest complaints the general public has about outdoor cats. Furthermore, frequent loud noises are a part of the fighting and mating behavior of unneutered/unspayed cats. Foul odors left by unneutered males spraying urine to mark their territory, flea infestations, and visible suffering from dying kittens are a concern as well. As a side note; and rarely mentioned, is the predation cats have on protected game birds populations.

### **Potential solutions**

- 1- Trap-Neuter-Return; TNR is a nonlethal strategy for reducing the number of feral and stray cats. TNR involves:

Humanely trapping stray and feral cats

Spaying or neutering them

Vaccination

Surgically removing the tip of one ear (a "tipped" ear is the universally-recognized sign of a cat who has been spayed or neutered)

Releasing the cats

*When cats are spayed/neutered they obviously don't participate in the mating rituals which cause much of the noise, fighting, and reduces much of the foul odor.*

*Neutered feral cats also roam less, become less visible, and less prone to injury from automobiles.*

- 2- Commit the necessary funding to supply live-traps to the public at large (deposit required) and place the burden on the citizen to transport the stray/feral cats to the South Valley Animal Shelter. The City would be required pay any associated fee with the disposal.
- 3- Commit the necessary funding to supply live-traps to the police department. The burden would be placed on the police department to maintain the equipment and transport all strays/feral cats to the South Valley Animal Shelter. The City would be required to pay for any associated disposal.

**Cost:**

Each cat transported to animal shelter will cost fifty-dollars (\$50) each. We checked with Payson and Salem for estimations and our prediction is about 15 cats per month will be transported to the animal shelter. We would predict this amount would be higher at first and then slowly taper off as cat numbers are reduced. It would most likely double our current budget for animal control. Likely to increase is by at least \$5000-\$7500 per year.

In addition to the shelter cost, we would need to budget a small amount each year to replace live-traps. The cost would be minimal (\$300-\$400 per year).

**Other impact:**

Residents will most likely not be in favor of the TNR program. They will not like the idea of releasing the cats to run at large.

An additional consideration is the transportation cost. At the present time we try to keep our shelter trips down to once a week by holding dogs at the city facility. We will not be able to hold feral cats at the city facility, thus we will need to transport upon capture. This will increase our transportation cost; 3-4 times per week; 20 miles x 3 = 3,120 miles per year; an additional \$1000-\$1500 per year + the officer's time.

Our Animal Control Officer spends a great deal of his time enforcing zoning regulation and often assists the fire department with weed abatement. This will limit the time he has to assist the fire department and planning and zoning with enforcement.

Director Marker requested more assistance with zoning enforcement during the next fiscal year. We may need to re-evaluate zoning enforcement responsibilities and hire an additional person to enforce nuisance/zoning and weed abatement regulations.

We will need a city ordinance defining what the regulations are regarding cats or we will need to modify our existing animal regulations.

# Water Dedication Requirements

Prepared By  
Assistant City Manager, Dennis Marker  
City Engineer, Norm Beagley

# Two Items For Discussion

## Water Dedication Requirement Ordinance

Annexation vs Development

Preliminary vs Final Plat

Adjustment Provisions

Density Based  
Agriculture Areas  
Commercial Areas

## Money In-Lieu of Water Dedication Policy

How much to set aside

How long to provide

% of requirement to accept

# Water Dedication Requirement

## Annexation vs Development

### Currently

The rule is written to apply to properties being annexed.

i.e. No core area development must dedicate water.

All new development must pay impact fees to help build the system.

Dedication is required at preliminary plat approval.

### Proposed

The rule will apply to ALL new development.

i.e. All new development must dedicate water to feed the system and pay impact fees to help build the system.

Dedication is required with final plat approval.

# Water Dedication Requirement

## Preliminary Plat vs Final Plat

### Currently

Dedication is required at preliminary plat approval.

- Possibility that Preliminary Plat may not develop.
- City does not “need” the water until development is imminent.
- Provides that water or money in lieu of water is provided and available when needed at final plat.
- Requires long term tracking of credits

### Proposed

Dedication is required at final plat approval.

- City gets water when development is imminent.
- Reduces upfront burden on development.
- Simplifies plat approval process and tracking needs.

# Water Dedication Requirement

## Adjustment Provisions

### Currently

Flat 3 acre feet per acre requirement.

- Does not account for varied usage of development.

### Proposed

Dedication of 3 acre feet remains the standard.

- Allows for City Engineer to evaluate if additional water is needed
- Allows for dedication of water for “Home sites” in agriculture areas
- Allows for reduction of water for developments with large quantities of impervious surfaces and building mass. (i.e. commercial centers)

# Money In-Lieu of Water Policy

## **Currently**

At Council discretion as to how much on a case-by-case basis.

## **Proposed**

- Establish a “buy-in” amount based on current and future water needs. (500 acre feet)
- Establish a maximum % of money-in-lieu of water dedication. (50% of required amount)
- Establish a time frame in which the policy will be in effect. (5 years)



## MEMORANDUM

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To: Mayor Hunsaker and City Council  
From: Dennis Marker, Assistant City Manager  
Date: February 27, 2015  
**RE: Trent Mohlhoff Development Agreement**

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**Who:** Trent Mohlhoff is the new property owner of 32.13 acres abutting the South Ridge Farms Red Barn and Rowley's farms. Mr. Mohlhoff is the owner of Quality RVs in Spanish Fork, UT and has many other dealership locations between Utah and California.

**What:** Mr. Mohlhoff plans to establish an RV sales business on the property and desires to clarify the city requirements for improvements and possible phasing of those improvements.

**Council Action Needed:** Review the attached development agreement that has been drafted. This is not a final draft. Most of the agreement is "boiler plate." I highlighted those parts which are unique to this request. If the Council has any concerns or questions about the agreement, staff will address their issues and incorporate appropriate language during the upcoming meeting.

**DRAFT**

**DEVELOPMENT AGREEMENT BETWEEN  
SANTAQUIN CITY AND TRENT MEHLHOFF**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the \_\_\_\_ day of March, 2015, by and between Trent Mehlhoff (**Current Owner of Record**), (hereinafter referred to as the "Owner"), and Santaquin City, a fifth class city of the State of Utah (hereinafter referred to as the "City"), (together, the "Parties").

**RECITALS**

- A. WHEREAS, the Owner owns approximately 32.581 acres of property, (the "Property"), which is known by Utah County Parcel Serial Numbers 32:580949 and more particularly designated as the Property in Exhibit A, attached hereto.
- B. WHEREAS, the property is currently zoned C-1 under the Santaquin City Land Use and Development Management Code; and
- C. WHEREAS, the Owner desires to outline a phasing plan for utilization and development of the Property and the Parties intend to enter into this agreement to establish parameters for the further phased development of the Property in the event that Owner and/or any successors or assigns undertake development of such.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

**SECTION I. DEFINITIONS**

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

- 1.1 **"After Acquired Property"** means any and all of the Property that has been or will be acquired by Owner after the date hereof.
- 1.2 **"Applicant"** means the person or entity that applies for the development of a Project.
- 1.3 **"Design Guidelines"** means Santaquin City Standard Specifications and Drawings, adopted by Santaquin City on June 20, 2012, pursuant to Resolution No. 05-01-2012, together with any subsequent amendments thereto.
- 1.4 **"Project"** means any portion of the Property proposed for development by the Owner or any successors or assigns thereof.

- 1.5 **"Temporary Use"** shall mean the uses outlined under Santaquin City Code, Title 10-6-30 as may be amended from time to time and may consist of agriculture operations with associated economic activities properly licensed by the City.
- 1.6 **"Phased Element"** means an element or portion of development improvements to be constructed wholly, or in part, in a timely manner, such that the overall development plan is achieved in accordance with this Agreement and the Phasing Plan.
- 1.7 **"Phasing Plan"** means that document attached hereto as Exhibit A which outlines the timing of construction for Phased Elements and their associated improvements.

## SECTION II. GENERAL RIGHTS AND RESPONSIBILITIES.

### 2.1 General Rights and Responsibilities of Owner

2.1.1 **Conditions of Approval and Impact Fees.** With respect to the development of the Property, Owner accepts and agrees to comply with the impact, connection and building fees of the City currently in effect, or as amended, the City agreeing and representing that any such fee schedule will be applied uniformly within the City or service area of the City, as applicable. Owner acknowledges that the development of any Project within the Property will require infrastructure supported by impact fees and finds the fees currently imposed to be a reasonable monetary expression of exactions that would otherwise be required at this time. Owner agrees not to challenge, contest or bring a judicial action seeking to avoid payment of or to seek reimbursement for such fees, so long as such fees are applied uniformly within the City or service area.

2.1.2 **Construction Mitigation.** Prior to any development of the Property, Owner shall provide measures in accordance with City Design Guidelines and ordinances, all to the reasonable satisfaction of the City's Engineer, to mitigate the impact of construction within the Property. Additional reasonable site-specific mitigation measures may be required.

2.1.3 **Subsequent Applications Under Future Development Code.** Without waiving any rights granted by this Agreement, Owner may, from time-to-time or at any time, choose to submit some or all of the Property for development under the version of the City's Development Code in place at the time of the application.

2.1.4 **Vested Rights in Development.** Subject to the provisions of this Agreement, Owner shall have the vested right to develop the Property in accordance with this Agreement for a period of Ten (10) years. Land use regulations which are applicable to a future Project may be modified when required by federal and/or state laws and regulations promulgated to avoid any imminent and substantial risk or threat of injury to the public health and safety. All development within the Project shall be subject to and comply with any future amendments or changes to applicable building codes, American Association of State Highway Transportation Officials (AASHTO) standards, federal water quality regulations, as the City makes changes or amendments based on any such standards, codes and/or regulations that may now or then be applicable to the Project or any phase thereof.

### 2.2 General Rights and Responsibilities of the City

2.2.1 **Reserved Legislative Powers.** This Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development. The City acknowledges, however, that any exercise of its legislative or police powers which alters or modifies this Agreement to Owner's detriment may render the City liable to such remedies as may be available to Owner under such circumstances. The City acknowledges that a portion of the Owner's property is currently within an Agriculture Protection Area, which, so long as such designation remains in place, provides Owners certain legislative protections afforded under Title 17, Chapter 41 of the Utah State Code, as may be amended from time to time.

2.2.2 **Compliance with City Requirements and Standards.** Owner expressly acknowledges that nothing in this Agreement shall be deemed to relieve him of his obligations to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and site plans for any Project, in effect at the time of development approval, including the payment of unpaid fees, the approval of subdivision plats and site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City. Owner specifically acknowledges that the City may enact ordinance(s) regulating land use and development in a flood plain or potential geologic hazard to protect life or prevent the substantial loss of or damage to real property, and agree to be bound by any such ordinances whether adopted prior to or subsequent to the execution of this Agreement.

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

2.3 **Recording.** The City shall cause this Agreement, together with all exhibits and attachments, to be recorded with the Utah County Recorder.

### SECTION III. SPECIFIC RIGHTS AND RESPONSIBILITIES

#### 3.1 Water

##### 3.1.1 Owner's Obligations.

3.1.1.1 **Water System.** The Applicant for development of any Project, shall design, build and dedicate to the City an adequate water delivery system according to City specifications and standards, including all distribution lines, for the Project, including all fire flow and irrigation needs. All facilities necessary to provide a water system installed by Applicant within a Project, upon acceptance by the City, shall be owned, operated and maintained by the City. The obligations of Applicant or its successors or assigns shall include the construction of water distribution lines outside any Project and outside the Property as necessary to connect to the

existing Santaquin City water system. Applicant shall be similarly responsible for such infrastructure at such time as any portion of a Project is developed.

**3.1.1.2 Satisfaction of Water Rights Requirement.** Owner hereby asserts that it is familiar with Santaquin City Code §8-1-10 A.2 and hereby agrees that prior to either approval of a preliminary plat for, or issuance of a building permit on, the Parcel or any parcel of property that is included in a Project, the owner of the subject parcels shall either dedicate water rights to the City or, with the City's written consent, pay a cash equivalent in value to the cost of the required water rights, as specified by, or as determined in accordance with, the provisions of the City Code. The City, in its sole discretion, shall determine whether the requirements of this section shall be satisfied by the dedication of water rights or the payment of money in lieu of said water rights for the remainder of the Property. The City shall not be required to approve any plat or site improvements, or issue any building permit, until such requirements are fully satisfied.

**3.1.2 City Obligations.** Upon the dedication and acceptance by the City of the water delivery system, satisfaction of the water rights requirements (as outlined in section 3.1.1.2) and payment of impact fees, the City shall provide all use areas served by such infrastructure within a Project with water service at a level generally provided to other areas of the City.

## **3.2 Sanitary Sewer Service and Facilities**

**3.2.1 Owner's Obligations.** In recognition and consideration of the City's willingness to provide the sanitary sewer service necessary to meet the demands of any Project, Owner voluntarily agrees as follows:

**3.2.1.1 Easements and Installation.** Owner shall grant to the City, at no cost to the City, all easements necessary for the operation, maintenance, and replacement of all wastewater collection lines and related facilities, located within the Project as the City determines to be necessary.

**3.2.1.2 Construction of Sewer Infrastructure.** Each Applicant for the development of a Project shall install, at its sole expense, all sewer lines and other infrastructure improvements which the City deems necessary to provide such disposal and treatment service from the Project to the existing Santaquin Sewer System, including both on-site and off-site improvements. The City will not be obligated to construct sewer facilities to any portion of the Property or any Project at any particular time; rather, timing of sewer system improvements shall be at the sole discretion of the City. The Parties acknowledge that some Phased Elements may be beyond the 300 feet proximity standard necessitating connection to the city system at this time. Owner agrees to connect, at Owner's expense, each building within a Project to any future public sewer system once such facilities are located within 300 feet of the building.

**3.2.1.3 Payment of Sewer Impact Fees.** All preliminary and final subdivision plats and all site plan approvals presented after the effective date of this Agreement are subject to the payment of sewer impact fees and sewer connection fees then in effect and generally

applicable to other development within the City, payable at the time of building permit issuance.

**3.2.2 City Obligations.** Upon construction to City specifications and standards of all required sewer-related infrastructure improvements, the payment of all required impact fees and other fees described herein, and dedication and acceptance of all lines and necessary sewer-related improvements and easements, the City shall provide to the Property, sanitary sewer service at a level generally provided to other areas of the City.

### **3.3 Transportation and Traffic Mitigation**

**3.3.1 Applicant's Obligations.** Each Applicant for the development of a Project shall provide the following transportation and traffic mitigation measures which are intended to reduce potential traffic impacts resulting from the development anticipated by the Project.

**3.3.1.1 Plans and Permits.** Prior to any development of a Project, the Applicant shall obtain all necessary approvals and permits from the City, and from the Utah Department of Transportation (hereinafter "UDOT") if applicable.

**3.3.1.2 Roads Within a Project.** In the event that the City shall approve a final plat for development of a Project, the Applicant shall construct all roads within the Project that are designated on said final plat or the documents, including internal circulation routes. All such construction shall be completed in accordance with the requirements of all such approvals and permits and the Design Guidelines. Prior to the construction of any of the improvements described herein, the Applicant shall obtain the City's written approval of all plans, drawings and specifications with respect to the alignment and construction of such road improvements and driveway access points. Upon completion of the construction of such improvements, the same shall be dedicated to the City. Applicant shall pay all costs of construction of such improvements.

**3.3.1.4 Frontage Road Right-of-Way.** Each Applicant for development of a Project acknowledges the City's Transportation and Circulation plan which illustrates the need for the historic highway corridor to be maintained and that future widening of the road will occur. Each Applicant will preserve the corridor needed for future road widening by not constructing hard surface improvements or structures within the future right-of-way needed. Hard surface improvements necessary to obtain access to the Property will be permitted with locations approved by the City Engineer.

**3.3.1.5 Sidewalk, Curb and Gutter.** Each Applicant for development of a Project shall construct, at its sole expense, all Curbing & Pedestrian Pathways that may be required by the City in connection with the approval of any final subdivision or development plat, site plan approval or building permit. Recognizing that the frontage road will be widened, as outlined in 3.3.1.4 above, Projects directly fronting the old highway may install landscaped drainage swales rather than curbing, gutter and sidewalk or trail along the old highway shoulders. At such time that the City determines it is appropriate to fully improve the frontage road right-of-

way, the Owner or then current owner agrees to pay for the construction of the curbing, gutter, landscaping and pedestrian facilities along their respective frontage.

**3.3.1.6 Trail Systems.** In the event that any part of a Project includes property that is designated as a trail on the Santaquin City Master Trails Plan, Applicant shall incorporate the trails as described in said plan into the Project and shall design and construct all such trails in accordance with City Design Guidelines, and upon completion shall dedicate said trails to the City. Improvement of such trail systems may be reimbursed under separate agreement with the City in accordance with the City adopted Parks, Recreation, Trails, and Open Space Capital Facilities Plan or Impact Fee Facility Plans.

### 3.3.2 City Obligations.

**3.3.2.1 Dedication.** The City shall accept the dedication of all streets and associated improvements, trails, and street lighting in each Project, so long as such improvements are constructed to the City specifications and standards, are dedicated free of all liens and encumbrances, and are covered by all required bonds and warranties.

### 3.4 Utilities.

**3.4.1 Applicant's Obligations.** Each Applicant for development of a Project shall be responsible for the provision of all utility infrastructure within the Project, including (but not necessarily limited to) the following:

3.4.1.1 As provided in § 3.1 hereof, culinary and secondary water systems, including all appurtenances;

3.4.1.2 As provided in § 3.2 hereof, sewer and sanitary systems;

3.4.1.3 Runoff and storm drainage;

3.4.1.4 Natural gas;

3.4.1.5 Electricity;

3.4.1.6 Street lighting; and

3.4.1.7 Telecommunications.

**3.5.2 Easements, Rights-of-Way, Etc.** Owner shall grant, provide, and/or dedicate all such easements, rights of way, rights of entry, or other servitudes as may be necessary for the installation and maintenance of the infrastructure contemplated herein.

3.5.3 **City's Obligations.** The City agrees to allow, upon proper application and permit, work on property owned by the City as may be necessary to connect, link, construct, or accommodate utility improvements in the Project.

3.5.4 **Underground Utilities.** All utility lines, conduits, pipes, maintenance or service stations, pump houses, and the like, that are installed or replaced in connection with the development of a Project, whether within or outside the Property, shall be installed underground, to the extent that such installation (i) is reasonably practicable, (ii) lies within the parameters of City specifications, (iii) complies with applicable federal, state, and local law, regulation, and ordinance, and (iv) accords with industry standards and practices. All such utilities necessary for appropriate service to the Project, whether within or outside the Project, shall be installed or replaced at the sole cost of the Applicant.

#### SECTION IV. ZONING AND LANDUSE

4.1 **Initial Zoning.** The Property is currently zoned C-1 (General Commercial) and subject to all land use restrictions and standards applicable therein.

4.2 **Existing and Temporary Uses.** The Property has historically been utilized for agricultural purposes and although such uses are not permitted within the C-1 zone, the Owner(s) may continue to use the Property for such uses and related Temporary Uses as may be desired from time to time. The Owner or Applicant agrees to comply with all permitting and review processes related to Temporary Uses on the Property.

4.3 **Relation of Phasing Plan to Zoning.** It is anticipated that multiple uses may occupy the Property at build out of the Phase Plan and that such uses are not currently consistent with the C-1 zone. The City makes no guarantees that those uses shown in the Phasing Plan, which are not consistent with the C-1 zone will be permitted in the future. The City however agrees to reconsider the zoning of the Property, upon Applicant's formal request.

4.4 **Temporary Sales Office.** The applicant agrees that any use of a temporary sales office on the Property will also include construction of improvements and infrastructure necessary to comply with city regulations. Furthermore the temporary sales office will be open during typical business hours each week.

4.5 **RV Storage and Display.** The applicant agrees that any Recreation Vehicles (RV) included but not limited to mobile homes, automobiles, boats, All-Terrain Vehicles (ATVs), or similar recreation vehicles or equipment, will be stored on the Property unless owned by the business owner and furthermore, only stored on site for purposes of display, product storage, or maintenance purposes. No storage of recreation vehicles, so listed above, will occur on the property if not owned by the property unless being repaired or serviced on a short-term basis being less than 21 days.

#### SECTION V. GENERAL PROVISIONS

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

5.2 **Transfer of Property.** Owner shall have the right to assign or transfer all or any portion of his/her rights and obligations under this Agreement to any party acquiring an interest or estate in a Project or any portion thereof. In the event of an assignment, the transferee shall succeed to all of Owner's rights under this Agreement.

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

5.4 **Consent.** In the event this Agreement provides for consent from the City or the Owner, such consent shall be deemed to be given thirty (30) days after consent is requested in writing in the event no response to the request is received within that period. All requests for consent shall be made in writing.

5.5 **Legal Challenges.** In the event that any person challenges this Agreement or the development contemplated herein, upon request by Owner, or with notice to Owner and Owner's consent or acquiescence, the City may undertake to defend this Agreement or the development. In such a case, Owners agree to accept responsibility, jointly and severally, for all legal fees, including attorneys' fees, expenses, and/or court costs incurred by the City upon presentation to the Owner of an itemized list of costs, expenses, and fees.

## SECTION VI. MISCELLANEOUS

6.1 **Incorporation of Recitals, Introductory Paragraphs, and Exhibits.** The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

6.2 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

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

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

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

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

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

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

6.7.2 **Default Litigation.** If any Party hereto is required to engage the services of legal counsel by reason of the default of another Party, the nondefaulting Party shall be entitled to receive its costs and reasonable attorneys' fees, both before and after judgment and whether or not suit be filed or if the provisions of this Agreement are enforced through arbitration. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

6.8 **Notices.** Any notice or communication required hereunder between the Parties must be in writing and may be given either personally or by registered or certified mail, return receipt requested, or by facsimile. If given by registered or certified mail, the same shall be deemed to have been given

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

If to City to:

*Santaquin City Recorder  
45 West 100 South  
Santaquin, UT 84655  
Facsimile: (801) 754-3526*

Copy to:

*Brett B. Rich, Esq.  
Nielsen & Senior  
15 W. South Temple, Suite 1700  
Salt Lake City, Utah 84101  
Email: bbr@ns-law.com*

If to Owners to:

Trent Mohlhoff

**6.9 Counterparts and Exhibits.** This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of twelve (15) pages, including notary acknowledgment forms, and two (2) additional exhibits, which constitute the entire understanding and agreement of the Parties to this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A	Map of Property
Exhibit B	Phasing Plan
Exhibit C	Conceptual Site Buildout

**6.10 Duration.** This Agreement shall continue in force and effect until all obligations hereunder have been satisfied, but shall not exceed ten (10) years from the execution of this Agreement. In the

event that less than all obligations hereunder have been satisfied this agreement shall expire and any further development of the Property shall proceed in accordance with all applicable laws and ordinances in effect at the time of a completed application for a project, including the requirements for dedication of water rights.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties, by persons duly authorized to execute the same and by the City of Santaquin, acting by and through its City Council as of the \_\_\_\_ day of \_\_\_\_\_, 2015.

(Signature Page to Follow)

SANTAQUIN CITY

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan Farnsworth, City Recorder

\_\_\_\_\_  
Brett B. Rich, City Attorney

**Owner: Trent Mohlhoff**

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

STATE OF UTAH )

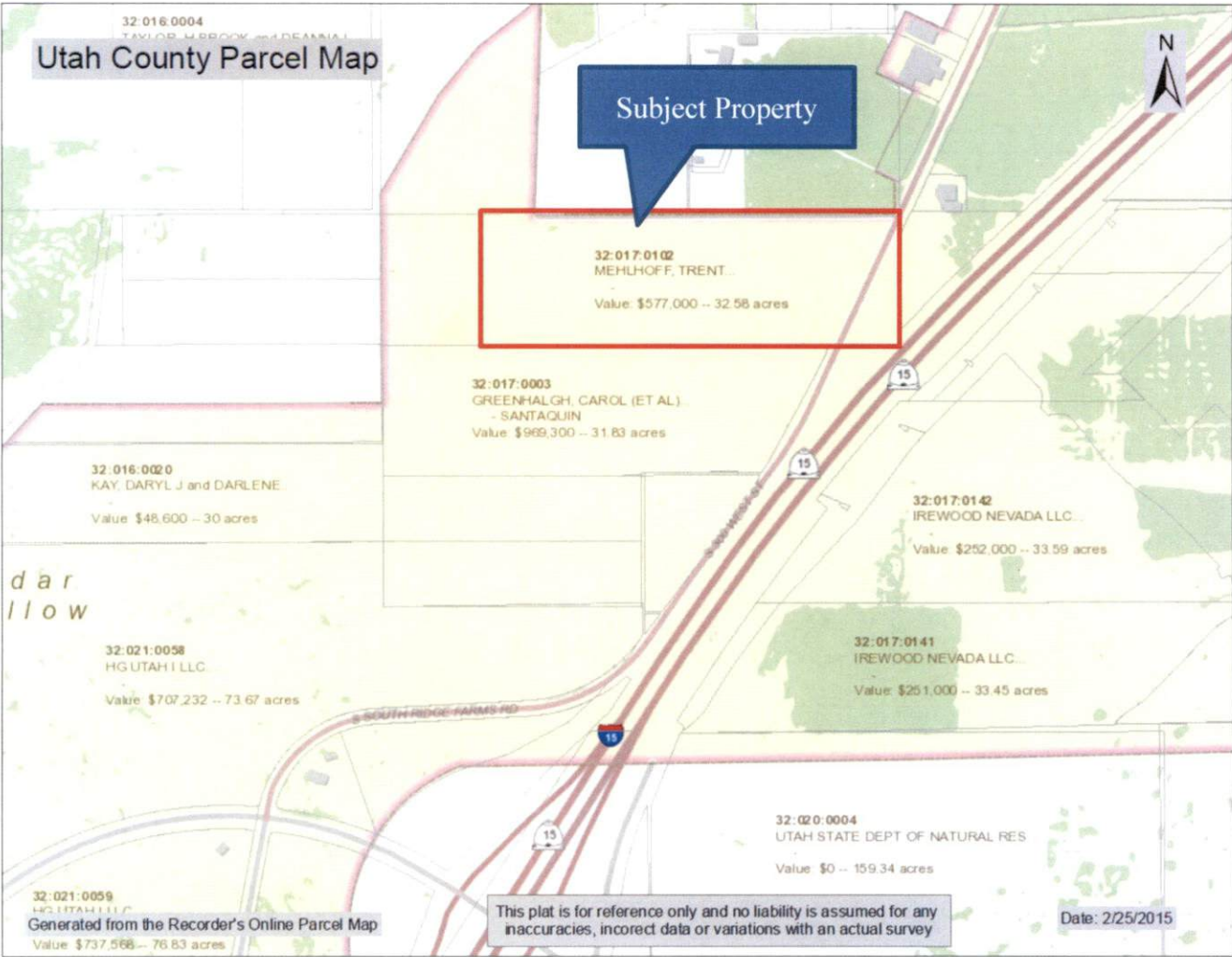
:ss

COUNTY OF UTAH )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me personally appeared (Owner Name)  
\_\_\_\_\_, personally known to me, who after being duly sworn acknowledged to me  
that he executed this document. Witness my hand and official seal.

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

Exhibit A: Map of the Property

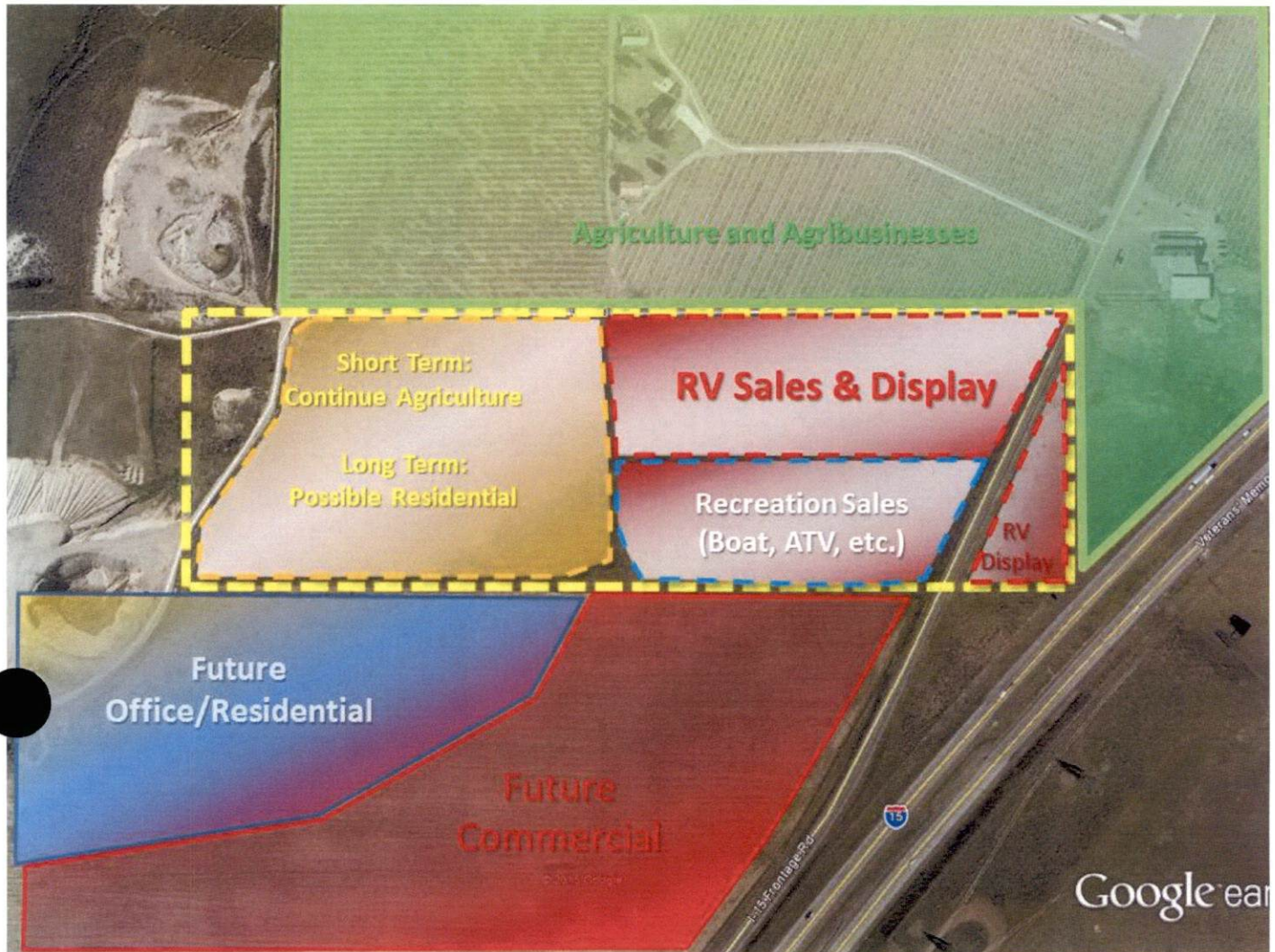


**COUNCIL MEETING 3-04-15  
ATTACHMENT "D"**

**Exhibit B: Phasing Plan**

Element	Timing	Anticipated Improvements
Installation of Temporary RV Storage Area on East side of Frontage Road	Spring 2015	<ul style="list-style-type: none"> <li>• Temporary Fencing,</li> <li>• Soft parking surface acceptable to City Engineer,</li> <li>• Access driveway</li> </ul>
Installation of RV Display Area on East side of Frontage Road	Spring 2016	<ul style="list-style-type: none"> <li>• Permanent Fencing</li> <li>• Improved parking surface acceptable to City Engineer</li> <li>• Storm drain facilities</li> <li>• Improved access and possible frontage road widening</li> <li>• Landscaping</li> <li>• Signage</li> <li>• Site lighting</li> </ul>
Installation of RV Temporary Sales Office and site improvements on West side of Frontage Road	Spring 2016	<ul style="list-style-type: none"> <li>• Permanent Fencing,</li> <li>• Asphalted customer and employee parking surface acceptable to City Engineer</li> <li>• Storm drainage facilities</li> <li>• Improved access and possible frontage road widening</li> <li>• Landscaping</li> <li>• Signage</li> <li>• Site lighting</li> </ul>
Construction of Permanent Sales Office on West side of Frontage Road	Spring 2017	Permanent Sales Office compliant with city commercial building and architectural standards.
Marketing of Recreation Sales Property to others	Spring 2015	General clearing and weed abatement as needed.
Development of Residential/Office Area	Unknown	Improvements as required by City development standards and regulations at the time of application for development.

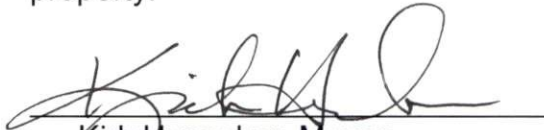
Exhibit C: Conceptual Buildout of Property





## CLOSED EXECUTIVE SESSION AFFIDAVIT

I, Kirk Hunsaker, Mayor of Santaquin City, do hereby certify that the Executive Session held on March 4, 2015 was called to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property.

  
Kirk Hunsaker, Mayor

March 4, 2015  
Date