

## 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, July 16, 2014, 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. June 30, 2014 Special Council Meeting
    2. July 02, 2014 Council Meeting
  - b. Bills
    1. \$293,325.34
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. Orchard Days Grand Marshal Award Presentation – James & Carla DeGraffenried
  - b. Miss Santaquin Corinne Facer
  - c. Appointment of The Miss Santaquin Chair
  - d. Appointment of Museum Board Members
  - e. Recognition Award – Susan Farnsworth attainment of Master Municipal Clerk (MMC) Certification
6. **FORMAL PUBLIC HEARING**
7. **UNFINISHED BUSINESS**
  - a. Review of the Sunroc Excavation Permit
  - b. Discussion and possible action with regard to the Main Street Planter Boxes
8. **BUSINESS LICENSES**
9. **NEW BUSINESS**
10. **INTRODUCTIONS AND ADOPTION OF ORDINANCES AND RESOLUTIONS**
  - a. Resolution 07-03-2014 "A Resolution Authorizing a Cooperation Agreement with Santaquin Orchards Group, LLC. to address Outstanding Subdivision (Punch List) Issues and Additional Improvements"
  - b. Resolution 07-04-2014 "A Resolution Ratifying the Approval of the Fire Truck Lease Purchase Agreement" *(in its final form after legal review and modification)*.
  - c. Ordinance 07-01-2014 "An Ordinance Adopting the 2014 General Plan Update"
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 COUNCIL MEETING  
HELD IN THE COUNCIL CHAMBERS  
JULY 16, 2014**

The meeting was called to order by Mayor Kirk Hunsaker at 6:00 pm. Council Members attending: Matthew Carr, David Hathaway, Mandy Jeffs, and Nick Miller. Keith Broadhead arrived at 6:25 pm.

Others attending: City Manager Ben Reeves, Assistant City Manager Dennis Marker, Police Chief Rod Hurst, City Engineer Norm Beagley, Miss Santaquin Corinne Facer, Angie Warner, Colleen Mulvey, Leigh Ann Warnock, Amy Johnson, Wayne Humphries, Cindy Johnson, Mike Olson, Scout Troop 1584, Aaron Robertson, Doug Rohbock, Scott Brand, and other unidentified individuals.

**PLEDGE OF ALLEGIANCE**

Chief Hurst led the Pledge of Allegiance.

**INVOCATION/INSPIRATIONAL THOUGHT**

Mr. DeGraffenried Offered the Invocation.

**CONSENT AGENDA**

***Minutes***

June 30, 2014 Special Council Meeting

July 02, 2014 Council Meeting

***Bills***

\$293,325.34

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

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

***Orchard Days Grand Marshal Award Presentation – James & Carla DeGraffenried***

Mayor Hunsaker reported James and Carla DeGraffenried were nominated as the Orchard Days Grand Marshal 2014. Mayor Hunsaker presented them with a plaque of appreciation.

***Recognition Award – Susan Farnsworth attainment of Master Municipal Clerk (MMC) Certification***

It was reported Susan received her CMC in July 2011 and has been working towards her MMC ever since. The Master Municipal Clerk program is designed to enhance the job performance of the Municipal Clerk. To earn the MMC designation, a Municipal Clerk must have previously obtained the CMC designation, reaffirm the IIMC's Code of Ethics as well as attended extensive education programs and gained pertinent experience in municipal government. Not only has she accomplished these many tasks, she has also continued to attain certifications and experience in the areas of Fire & Emergency Medical Response.

Ms. Farnsworth thanked her fellow Recorders, Leigh Ann Warnock, Colleen Mulvey, and Angie Warner as well as the Mayor and Council Members for helping her to reach this designation. She also noted she was hired when Council Member Broadhead was the Mayor and thanked him for "taking a chance" and hiring her.

***Miss Santaquin Corinne Facer***

Ms. Facer introduced herself as the newly crowned Miss Santaquin. She reported she appreciated the opportunity to serve as Miss Santaquin. She and her Attendants have been

very busy attending various events and are looking forward to the celebration. Mayor Hunsaker thanked her for her service.

***Appointment of the Miss Santaquin Chair***

Mayor Hunsaker reported Hanna Trevort has agreed to serving as the Miss Santaquin Chair. She has been involved in the Miss Santaquin Pageant as both a contestant and in supporting roles. The Mayor and Council Members expressed appreciation to Ms. Trevort for her willingness to serve the community in this capacity.

Council Member Carr moved to appoint Ms. Trevort as the Miss Santaquin Chair. Council Member Miller seconded the motion. The vote was unanimous.

***Appointment of Museum Board Members***

Appointment of Board Members was moved to a future Council Meeting.

**FORMAL PUBLIC HEARING**

Nothing

**UNFINISHED BUSINESS**

***Review of the Sunroc Excavation Permit***

Mr. Humphries reported they are on schedule to be out of the pit by July 2015. He indicated there is approximately 158,945 tons of material left on the site. He also indicated the City would be receiving a "royalty" check in the amount of \$17,683.50 sometime next week.

Council Member Carr thanked Mr. Humphries for trying to keep the roads clean and reminded him that they need to continue to do so. He was also thanked him for coming in and meeting with the Mayor and Council Members.

**MOVED TO ITEM 10A**

***Resolution 07-03-2014 "A Resolution Authorizing a Cooperation Agreement with Santaquin Orchards Group, LLC. to address Outstanding Subdivision (Punch List) Issues and Additional Improvements"***

Assistant City Manager Marker reviewed the road issues within the subdivision on the North end of Center Street. He indicated they had met with the "project representatives" to outline what needed to be done to fix the road issue. (see attachment "A" for a copy of the agreement)

Council Member Broadhead was told the past Geotech Report indicated native soils could be used for trench bedding if used correctly. It was the opinion that the soils were not used correctly. A discussion was held as to researching insuring the City Engineer and Infrastructure Inspector. Mr. Beagley reported the overall responsibility of the cost to fix the problem would be an approximate 60/40 split with the current developer.

Mayor Hunsaker indicated the staff has spent a number of hours trying to arrive at a general consensus on how to move forward with the overall project.

Council Member Miller moved to approve Resolution 07-03-2014, "A Resolution Authorizing a Cooperation Agreement with Santaquin Orchard Group, LLC to address Outstanding

Subdivision (Punch List) Issue and Additional Improvements". Council Member Jeffs seconded the motion. Through a roll call vote, Council Member Broadhead, Carr, Hathaway, Jeffs and Miller voted in favor of the motion.

***Discussion and possible action with regard to the Main Street Planter Boxes***

City Engineer Beagley reviewed the options to repair the planter boxes along Main Street. He reported many methods of reconstructing the rock work had been researched. Three bids were obtained which include real stone, metal lath (for mechanical attachment), real stone for cap stones and a seal coat over the stone after installation is complete.

All 3 contractors have indicated they feel confident, that if the rock is installed properly (real stone, mechanical attachment, full mortar coverage, angle iron at the bottom, sealer, etc.) the rock has much better longevity than what we have experienced thus far. One contractor that he and the Mayor met with indicated that with proper installation, the City should be able to expect a 15-20 year longevity.

The final bid information is as follows:

- KLH Construction LLC: \$64,740 (2 year installation warranty)
- Forsyth Masonry: \$95,500 (1 year installation warranty)
- O.A. Rice Masonry: \$119,600 (1 year installation warranty)

As/if the Council is desirous of keeping the boxes and installing real stone, Mr. Beagley recommends the Council accept the KLH bid. Not just because they are the lowest bid but for other reasons as well. Ben Leyva has been very accommodating and great to work with on answering questions, providing samples, etc. Mr. Leyva was referred to us and recommended by one of the local home builders, Steve Harris. Mr. Leyva indicated that they could get started soon and it would take up to 2 weeks to complete.

Council Member Broadhead suggested going through a formal bid process which includes a scope of work required. He also suggested having the Mayor continue negotiations as to who pays the "bills" associated with the project.

**BUSINESS LICENSES**

There weren't any new Business Licenses to report. However, it was reported there were 3 building permits reviewed today.

**NEW BUSINESS**

No new business was discussed.

**INTRODUCTIONS AND ADOPTION OF ORDINANCES AND RESOLUTIONS**

***Resolution 07-04-2014 "A Resolution Ratifying the Approval of the Fire Truck Lease Purchase Agreement" (in its final form after legal review and modification)***

Council Member Miller moved to approve Resolution 07-04-2014, "A Resolution Ratifying the Approval of the Fire Truck Lease Purchase Agreement" (in its final form after legal review and modification). Council Member Hathaway seconded the motion. Through a roll call vote, Council Members Broadhead, Carr, Hathaway, Jeffs and Miller voted in favor of the motion.

***Ordinance 07-01-2014 "An Ordinance Adopting the 2014 General Plan Update"***

Council Member Carr moved to approve Ordinance 07-01-2014, "An Ordinance Adopting the 2014 General Plan Update". Council Member Miller seconded the motion. Through a roll call vote, Council Members Broadhead, Carr, Hathaway, Jeffs and Miller voted in favor of the motion.

**CONVENE OF THE COMMUNITY DEVELOPMENT BOARD**

There wasn't a need to convene the Community Development Board.

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

There wasn't a need to convene the Special Service District For Roads Maintenance.

**PETITIONS AND COMMUNICATIONS**

There weren't any Petitions or Communications.

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

***City Manager Reeves***

City Manager Reeves handed out a celebration calendar of events and requested the Mayor and Council "sign up" for attending events. By doing so, there will be at least one City Representative present at all times.

Ms. Johnson reviewed proposed changes to the Recreation Department. (see attachment "B" for a copy of her memo)

City Manager Reeves concluded by reported the following:

- Of the \$4000 Sewer Impact Fee currently being collected, \$2500 will be placed into a new PTIF Account which will be used at the time additional sewer "trains" are required. By setting aside this money, there won't be a need to borrow money to expand the wastewater treatment facility.
- He also reported, Fire Fighter/EMT Scott Bernards was named as Rescue of the Month and received recognition through AAA. This recognition stems from his rescue of an individual from a burning home.

***Assistant City Manager Marker***

Assistant City Manager Marker reported on the following:

- The Planning Commission was canceled last week in lieu of the members attending an ULCT training in Payson. The training addressed current state laws pertaining to land use regulations. There will be no meeting until August, due to the 24<sup>th</sup> of July being on a regular meeting night.
- Mr. Marker met with the Transportation Plan Consultant on Tuesday. The Impact Fee plan and Impact Fee analysis is being finalized. The results so far indicate a potential maximum transportation impact fee of around \$650 per single family home.
- The Development Review Committee will meet next week to discuss three items; a proposed new cell tower located behind the current public works building, the final

review of the Canyon Subdivision Phase 2 at roughly 1000 South Canyon Road, and additional storage units in the Kat-Den Storage site.

- The Museum Board will meet tomorrow and discuss participation in Orchard Days activities and also the vision and goals of the museum. Council Member Broadhead reported he visited the Museum in Fairview which is fully funded by donations. He gave the contact information for the State Program Officer to Assistant Manager Marker.

## REPORTS BY MAYOR AND COUNCIL MEMBERS

### **Mayor Hunsaker**

Mayor Hunsaker didn't have anything to report.

### **Council Members**

Council Member Hathaway stated he thinks the Recreation is headed in a good direction. He would like to see a Baseball Association formed and use volunteers to increase the participation in the sport.

He also requested having a Council Member assigned to the different departments. City Manager Reeves invited the Council Members to interact with any and all the employees. Council Member Carr reported it is ultimately the Mayor's decision to make Council assignments. Council Member Broadhead thinks it is healthy for the departments to have "champions" within the Council Member ranks.

In closing Council Member Hathaway thanked Council Member Carr for spearheading the planting of the flowers on Main Street.

Council Member Jeffs reported she is available to help with the Poker Run. Council Member Broadhead will be in touch to make an assignment.

Council Member Broadhead asked what the water situation is. City Manager Reeves was unsure. He will contact Jason Callaway for an update. A discussion was held with regard to "wilding water" through the pressurized irrigation system. An additional discussion will be held at a later date.

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

There wasn't a need to hold an Executive Session.


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


There wasn't a need to hold an Executive Session.

## ADJOURNMENT

At 9:00 pm Council Member Broadhead moved to adjourn. Council Member Carr seconded the motion. The vote was unanimous.

Approved on August 6, 2014.

  
Kirk Hunsaker, Mayor

  
Susan B. Farnsworth, City Recorder

**AGREEMENT**

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of July, 2014, by and between the City of Santaquin, Utah, a municipality and political subdivision of the State of Utah, hereinafter ("City") and Santaquin Orchards Group, LLC, a Utah Limited Liability Company, hereinafter referred to as ("Developer").

**RECITALS:**

WHEREAS, Developer is the developer of that certain residential real estate development located in the City of Santaquin, known as The Orchards ("The Property"), which property is more particularly identified and recorded in the office of the Utah County Recorder as serial numbers 29:039:059, 29:042:0051; and

WHEREAS, Plat E of The Property includes improvements previously made to those roads identified on Plat E as "Center Street" and "Ginger Gold Road," for which the original warranty period has expired; and

WHEREAS, prior to the expiration of the original warranty period, the City prepared a list of items consisting of defective materials and/or workmanship that needed to be corrected or replaced by the Developer; and

WHEREAS, certain items identified prior to and during the warranty period remain to be completed by the Developer; which items are described on an updated punch list (the "Punch List"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, since the date set for expiration of the warranty period, additional items of concern have been identified, for which the Parties agree some cooperation is needed in order to fully mitigate effects of the additionally identified concerns, which items are more particularly described in Exhibit B hereto titled "Additional Improvements"; and

WHEREAS, the Parties agree that completion of the items listed on the Punch List and certain other improvements is necessary before development of the remainder of the project



referred to as Apple Hollow or the Orchards, which is more particularly identified in Exhibit C

hereto; and

WHEREAS, The Parties now desire to enter into this agreement in order to address the issues pertaining to the Punch List and Additional Improvements;

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

**1. Approval and Recording of Plats.** No additional Plats, excepting Apple Hollow Plat A-7, will be approved or recorded within the Apple Hollow area until all improvements described in Phase 1 of the Phasing Plan, which has been prepared and accepted by the Parties, are completed in compliance with City construction standards, paid for by Developer and accepted by the City. A copy of the Phasing Plan is attached hereto as Exhibit D.

**2. Escrow of Improvement Funds.** An escrow account ("Escrow") shall be established, in favor of the City and the Developer equally, in which deposits are to be made by the Developer toward the completion of the Punch List items. The City shall also deposit amounts necessary to complete the City portion of these improvements into a separate reserve fund.

**3. Deposits into Escrow.** Prior to recordation of any plat that includes all or any part of a lot within the Property, Developer shall deposit into Escrow \$1,500 for each "Dwelling Unit," as that term is defined in the Santaquin Land Use Development Code, within the plat to be recorded. The Escrow shall serve as an assurance that the Punch List items will be completed according to the Phasing Plan, but shall not relieve Developer as the party solely responsible for the completion of and payment for all Punch List items.

**4. Release of Escrow Funds.** The Escrow funds may only be released upon approval of both the City and the Developer and for payment of actual costs directly associated with repair and construction of the improvements identified on the Punch List, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, in the event that Developer fails to complete the improvement described in Punch List according to the times set forth in the Phasing Plan, the City may withdraw such funds from the Escrow as may be necessary to complete all or part of those improvements.

**5. Timing for Completion of Improvements.** Regardless of the amount in Escrow, the improvements included on the Punch List and/or the Additional Improvements will be completed as described in the following Phasing agreement. Phase 1, consisting of improvements to Ginger Gold Road, west of and including the Center Street intersection shall be made within 6 months of this agreement. Phase 2, consisting of Punch List items on Center Street will be completed within 18 months of the effective date of this Agreement. Phase 3, consisting of those improvements to Ginger Gold Road east of Center Street that are included on the Punch List and/or Additional Improvements will be completed within 18 to 30 months of the execution of this Agreement. Phase 4, consisting of Additional Improvements on Center Street, between Ginger Gold Road and Royal Land Drive, will be completed by the City.



6. **Recording of Agreement.** This Agreement is to be recorded against all of the Property and shall run with the land until all road improvements are completed to City standards, and accepted by the City.

7. **Notice of Exhibits.** The following four (4) exhibits are incorporated into this Agreement.

Exhibit A	Punch List
Exhibit B	Additional Improvements
Exhibit C	Identification of Apple Hollow/The Orchards Area
Exhibit D	Phasing Plan

8. **Default and Remedies.** Except as otherwise provided in this Agreement, if either Party fails to perform any of its obligations under this Agreement or if either Party's representations or warranties contained in this Agreement shall be untrue, inaccurate or incomplete at any time, and that failure continues for ten (10) days after receipt by such Party (the "defaulting Party") of written notice from the other Party, such defaulting Party shall be in default and the other Party may: (i) cancel this Agreement; (ii) bring an appropriate action for specific performance of this Agreement; and/or (iii) pursue any other remedy available under this Agreement, at law or in equity.

9. **Entire Agreement; Amendments.** This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and all prior negotiations, understandings, representations, inducements and agreements, whether oral or written and whether made by a Party hereto or by any one acting on behalf of a Party, shall be deemed to be merged in this Agreement and shall be of no further force or effect. No amendment, modification, or change in this Agreement shall be valid or binding unless reduced to writing and signed by all of the Parties hereto.

10. **Expenses of Enforcement.** In any proceeding to enforce, interpret, rescind or terminate this Agreement or in pursuing any remedy provided hereunder or by applicable law, the prevailing Party shall be entitled to recover from the other Party all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding.

11. **Notices.** Except as otherwise required by law, any notice given in connection with this Agreement must be in writing and must be given by personal delivery, overnight courier service, confirmed facsimile, or United States certified or registered mail, return receipt requested, postage prepaid, addressed to Developer or Developer as follows (or at another address or facsimile number as Developer or City or the person receiving copies may designate in writing):

Developer: SANTAQUIN ORCHARDS GROUP, LLC  
3115 East Lion Lane, Suite 300  
Salt Lake City, Utah 84121  
Email: scott@portfolioinvestments.com

With a copy to: CARMAN LEHNHOF ISRAELSEN  
Attention: Mark R. Carman

299 S. Main Street, Suite 1300  
Salt Lake City, Utah 84111

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

With a copy to: Nielsen & Senior  
Attention: Brett B. Rich  
15 W. South Temple, Suite 1700  
Salt Lake City, Utah 84101  
Email: bbr@ns-law.com

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

**12. Survival.** Except as otherwise provided herein, all of the covenants, agreements, representations and warranties set forth in this Agreement survive the Closing, and do not merge into any deed, assignment or other instrument executed or delivered under this Agreement.

**13. Waiver.** The failure to enforce at any time any provision of this Agreement or to require the performance of any provision hereof shall not constitute a waiver of any such provision or affect either the validity of this Agreement or any part hereof or the right of either Party hereto to thereafter enforce each and every provision of this Agreement in accordance with the terms of this Agreement.

**14. Time of Essence; Dates of Performance.** Time is expressly declared to be of the essence of this Agreement. In the event that any date for performance by either Party of any obligation hereunder required to be performed by such Party falls on a Saturday, Sunday or nationally established holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

**15. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

**16. Electronic Transmission.** Facsimile transmission of this Agreement, signed by a Party, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original hereof.

**17. Succession and Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. Any third party acquiring an interest in the Property after the execution of the Agreement shall be a permitted assignee of Developer. Neither Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party.

18. **Further Acts.** The Parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any act which may be necessary or proper to carry out the purposes of this Agreement.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah.

20. **Submission to Jurisdiction.** Each of the Parties submits to the jurisdiction of the Fourth Judicial District Court of the State of Utah in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in such court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity.

21. **Interpretation.** In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. This Agreement has been divided into paragraphs and subparagraphs for convenience only and the paragraph headings contained herein are for purposes of reference only, which shall not limit, expand, or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association or any combination thereof.

22. **Authority of Signers.** Each person executing this Agreement hereby warrants his or her authority to do so, on behalf of the entity for which he or she signs, and to bind such entity.

23. The recitals are hereby incorporated into this agreement.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement on the dates set forth opposite their respective names below.

**SANTAQUIN ORCHARDS GROUP, LLC**

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**SCOTT BRAND, Managing Member**

**CITY OF SANTAQUIN**

KIRK F. HUNSAKER, Mayor

● ATTEST:

SUSAN B. FARNSWORTH, Recorder

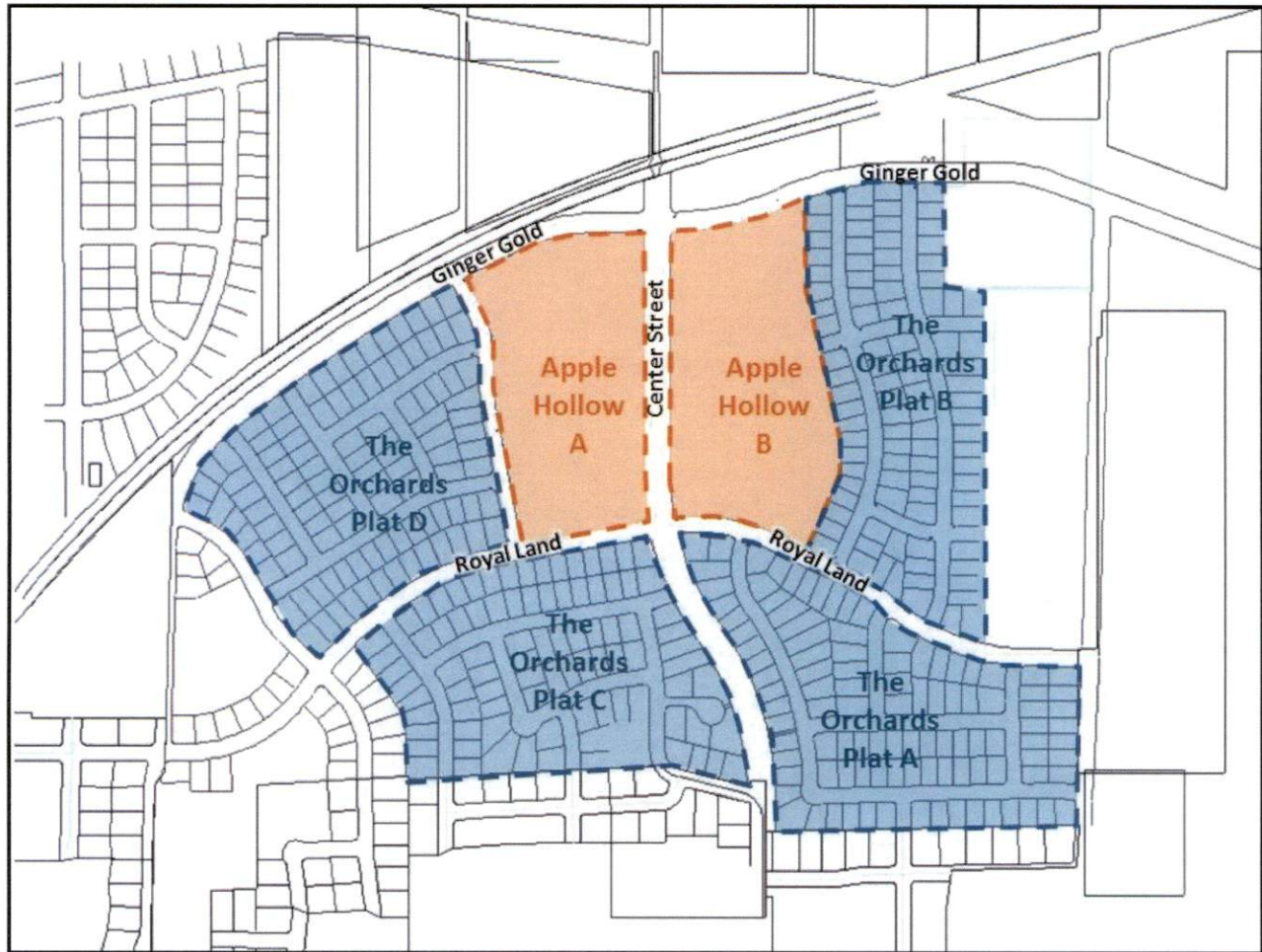
## Exhibit A: Punch List

- Install chain link fence northwest side of Ginger Gold Road & Center Street
- Finish asphalt trail & ADA ramp northwest of Ginger Gold Road & Center Street
- Finish storm drain boxes west side of detention basin
- Fix sink holes in Center Street (primarily refers to area around manholes & valve box collars)
- Repair trench where settlement has occurred south of the intersection of Center Street & Royal Land Drive
- Repair trench where settlement has occurred due to a water line failure in the intersection of Center Street and Ginger Gold Road and Ginger Gold Road westbound from that intersection
- Install sidewalk & trail on Center Street as development occurs adjacent to Center Street (e.g. as Apple Hollow plats (are constructed))
- Replace curb & gutter where settled (multiple areas on Ginger Gold Road)
- Remove settled material in trenches and install new with compaction and testing as required by City standards
- Build road back to Santaquin City standards
- Replace asphalt where settlement has occurred
- Fill hole & grout SS manhole (unused southbound sewer invert) on West Ginger Gold Road
- Address water problem on Center Street and Ginger Gold Road on southwest corner (storm drain pipe issue)

## Exhibit B: Additional Improvements

- Repair additional trench settlement/failures (multiple areas)
- Repair storm drain trench settlement in Center Street at Royal Land Drive (related to Plat C-1)

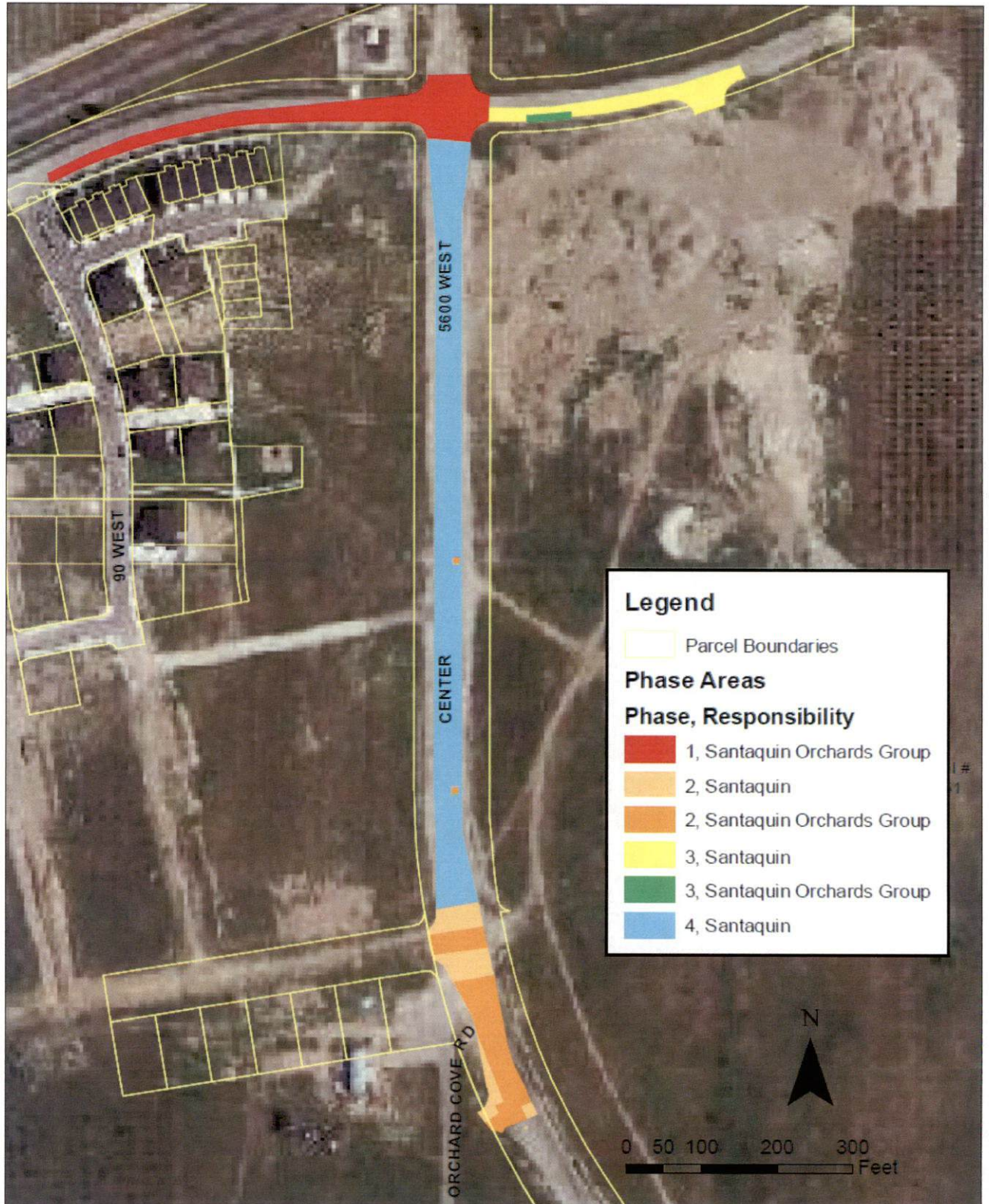
Exhibit C: Apple Hollow/The Orchards Areas





## Exhibit D: Phasing Plan

### Overview of Agreement Phases





## Exhibit D: Phasing Plan

### Phase 1 Area

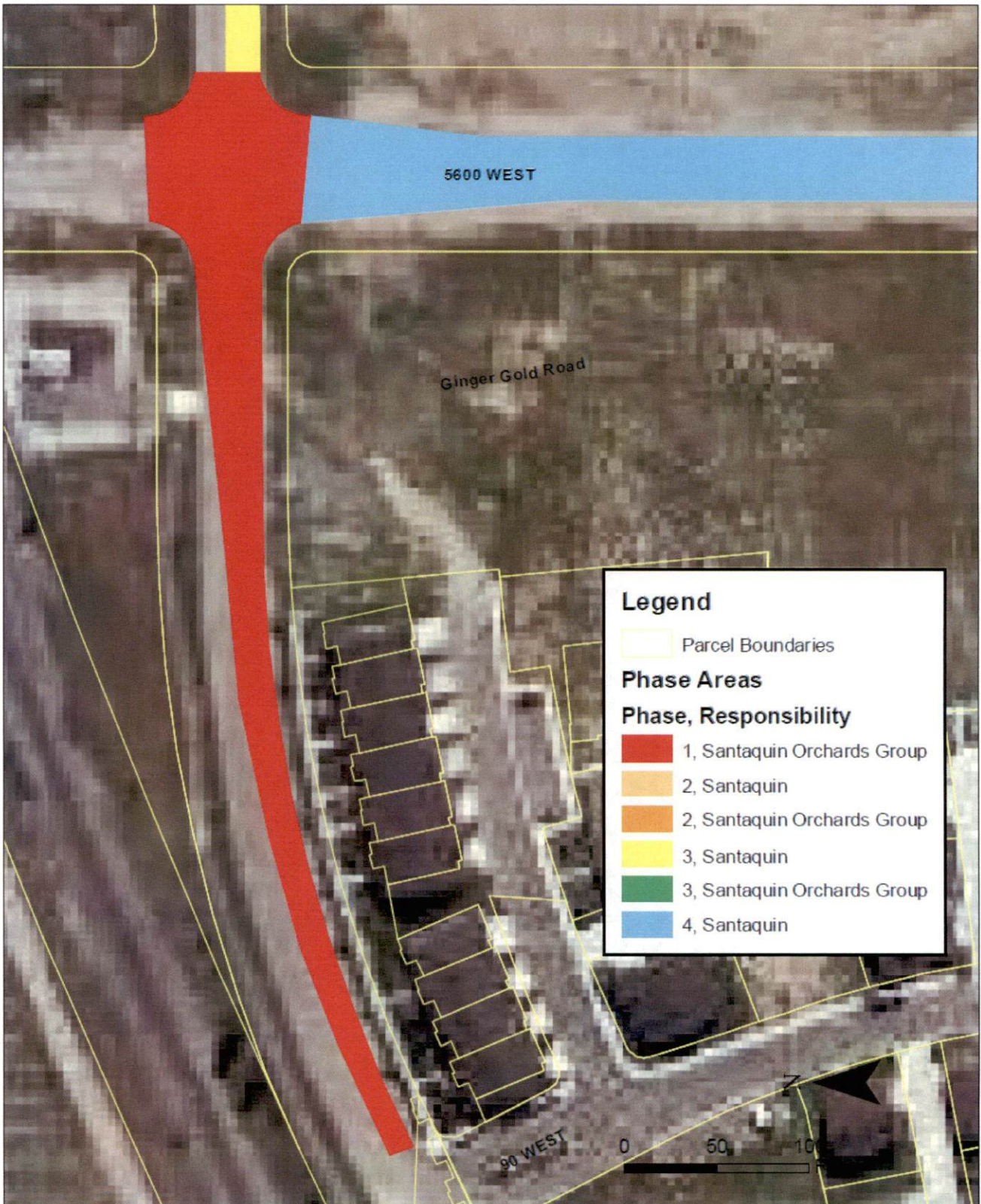




Exhibit D: Phasing Plan

Map of Phase 2 Area





Exhibit D: Phasing Plan

Phase 3 Area

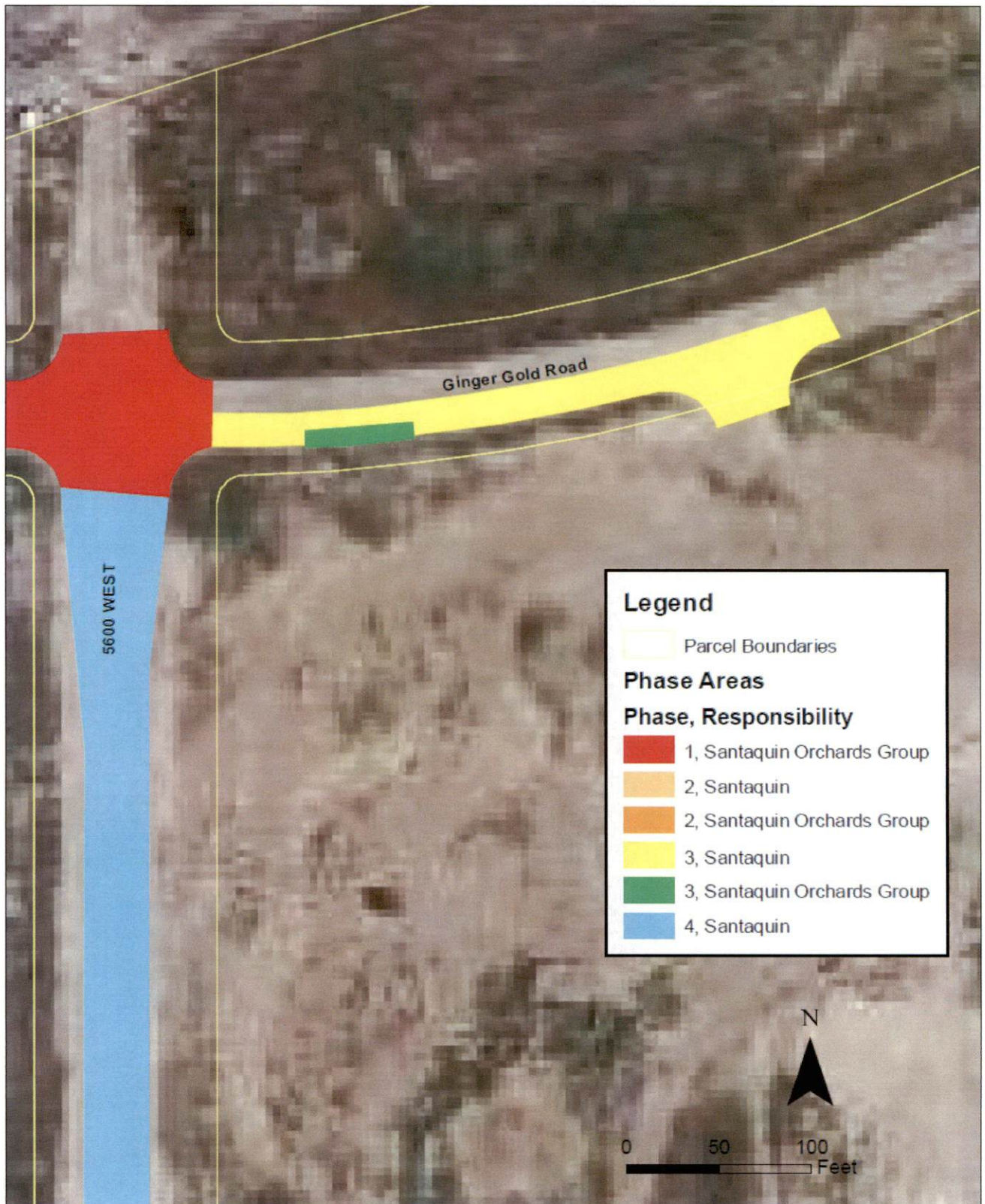




Exhibit D: Phasing Plan

Map of Phase 4 Area







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To: Mayor Hunsaker and City Council  
From: Amy Johnson, Recreation Coordinator  
Date: July 16, 2014  
**RE: Recreation update**

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As our fall registrations approach, the Recreation Department has made a few changes. We would like to bring the following changes that have been made to our fall programs to the attention of Mayor Hunsaker and City Council. We feel these changes will give us the chance to put our time into programs, events and sports that have a higher participation rate and will benefit the community as a whole, rather than the select few that participate.

### **Program Status**

As we look at programs that we customarily hold during the fall, we have noticed a number of them that we feel we can do without. We have also assessed our Flag Football season by sending out a survey (results attached) to get participant feedback as well as employees, supervisors and coaches running these programs.

### **Program Changes**

1. Daytime classes: Peewee Sports, Jumpin Jungle, Start Smart and "Free Week" have all been dropped. In analyses of these classes, the one that generated the most revenue in a 6 week session brought in \$240, staff wages were \$190 with a profit of \$50. Other classes broke almost even. Free Week has had a poor participation rate in the past. It has been asked that we accommodate those that want to try classes out by giving them a one-time "freebee" by taking a free class during a regular session after signing all waivers like they would if they were registering for the program.
2. Flag Football: We will be using our blue and red reversible jerseys that we currently use for Soccer. They will need to be purchased by the users, as needed, instead of us providing them with a different shirt each season. In doing this, we have reduced registration fees the cost of the t-shirt amount. We have also implemented the multi-family discount and the "Give Back" jersey program.
3. Community Halloween Carnival: We would like to offer carnival game booth rentals to groups trying to raise funds. There has already been some interest shown by the Library Board, DUP, hopefully school PTAs and other local groups wanting a chance to raise money. We will ask for a percentage of their proceeds in return. This event is for the benefit of the community as a whole and supporting various groups in Santaquin.

In summary, by making these changes we will be able to spend our time making our larger programs and revenue generating programs better, as well as providing opportunities for the community to come together for fun events.

### **Plans for the future**

We will continue to do surveys and compile data for our future programs (sports, classes and events) to assess our fees, length of season, uniforms, costs to hold events, etc.

We are thinking of using the same blue and red reversible jerseys that we use in soccer for flag football as well. Along with that it would reduce fees. If you already have a jersey you do not have to pay for one, if you don't have a jersey will need purchased for \$13.00, then you can use that jersey for following seasons. We would like your input. What are your thoughts on this?

26/26 responses were positive that this would be a good idea

This is a great idea. How about also giving people the option to trade in their gently used jersey for a different size? You could also sell used jerseys for \$5 to help with costs.

That would be awesome

This is a great idea!

Yes...I think it's a good idea

I would support this idea.

Yes!! Thanks!

Absolutely!

Sounds great!

I think this is a great idea. It saves clutter in the house as well if your kid plays multiple sports.

Yes, we don't need to keep collecting and buying something you will use for a short. Reduce waste and cost and reuse the jersey!

I think it's a great plan!

Any way we can save money I am in favor of. Thanks for thinking of our family pockets.  
Great!!!

Sounds good. Anything to help lower cost and save people money is always a good idea.  
great idea!

Excellent idea, I love it! Sounds like a clear logical next step. Thanks guys!

Good idea.

I think that is great. The team names are great and all but I don't think the kids will really care.  
I say re-use old jerseys.

I feel that it is a great idea. I love all of the discounts and the thoughtfulness the **NEW** recreation dept. has put into the citizens of Santaquin. Way to go Amy, Kevin has nothing on you!

I love the idea of re-using the jerseys. Would you also accept used jerseys we are no longer using?

I would rather borrow the jersey and return it at the end of the sport for someone else to use the next time. Kids grow fast and may not still be that size at the next sport. thanks for asking!

Our jersey still fits from last year so that would be great if we can use it again!!!

Sounds like a great way to save money!!



**Ben Reeves**

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**From:** Norm Beagley  
**Sent:** Monday, July 14, 2014 11:47 AM  
**To:** Ben Reeves  
**Cc:** Dennis Marker  
**Subject:** Reconstruction of Rock on Planter Boxes on Main Street

Good morning Ben,

Here is the final bid information on reconstructing the rock work on the Main Street planter boxes.

- KLH Construction LLC: \$64,740 (2 year installation warranty)
- Forsyth Masonry: \$95,500 (1 year installation warranty)
- O.A. Rice Masonry: \$119,600 (1 year installation warranty)

All of the above estimates include real stone, metal lath (for mechanical attachment), real stone for cap stones and a seal coat over the stone after installation is complete.

All three contractors have indicated that they feel confident, that if the rock is installed properly (real stone, mechanical attachment, full mortar coverage, angle iron at the bottom, sealer, etc.) the rock work should have much better longevity than what we have experienced thus far. One contractor that the Mayor & I met with indicated that, with proper installation, the City should be able to expect 15-20 year longevity. Although I am not a mason, I would concur with their estimation of that expected longevity.

As/if the Council is desirous of keeping the boxes and installing real stone, I would recommend that the Council accept KLH quote. Not just because they are the lowest quote but for other reasons as well. Ben Leyva has been very accommodating and great to work with on answering questions, providing sample, etc. Ben was referred to us and recommended by one of the local home builders, Steve Harris. Ben indicated that they could get started soon and it would possibly take up to 2 weeks to complete.

If you, the Mayor or Council Members have questions I will be happy to answer them, if I can. I will also plan to attend City Council meeting on Wednesday to go over this with them.

Thanks

Norm Beagley, P.E.  
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