

MINUTES OF A REGULAR COUNCIL MEETING  
HELD IN THE CITY CENTER  
OCTOBER 07, 1997

The meeting was called to order by Mayor Keith Broadhead at 7:00 P.M. Council Members present: Paul Bean, Marianne Stevenson, Lynn Adams and Dennis Howard. Also present was City Manager Tom Austin.

Others in attendance: Joe Santos, Sunrise Engineering, Annette Davis, Ann Craig, Gary DeBolt, Lazawn Jarvis, Jack Jarvis, Mike Carter, Dave Ackley, Frank Staheli, and Lloyd Knowles, ARCHOS Design. Planning Commission Chairwoman Shawna Johnson Arriving later.

Councilman Howard moved to enter into a public hearing on the Rowley South Ridge Annexation. Councilman Bean seconded the motion. The vote was unanimous. City Manager Austin presented an annexation map for Council to review. The total annexation will include approximately 14.50 acres. There were no comments, questions or concerns from the public regarding the annexation. Councilman Howard moved to close the public hearing with a second from Councilman Bean. The voting was unanimous.

Councilman Howard moved to open the public hearing on the Craig Addition Annexation. Councilman Bean seconded with an unanimous vote. City Manager Austin explained the 12.97 acres being annexed is zoned tentatively RM10. There weren't any public comments, questions or concerns. Councilman Bean moved to close the public hearing with a second from Councilman Howard. The vote was unanimous.

Lazawn Jarvis represented the Daughters of the Utah Pioneers with a request to plant a tree at the future Library site. Mayor Broadhead approved the tree planting. Mrs. Jarvis was instructed to contact the Library Board for an actual planting spot. Mrs. Jarvis also requested a plaque be attached to the tree.

Councilman Adams moved to direct City Manager Austin to begin the publication process for the Urban Interface Ordinance. Councilman Howard seconded the motion with an unanimous vote.

Jack Jarvis presented preliminary and final maps for the East Bench Estates Subdivision. Mr. Santos reviewed the maps and requested an additional street light be added to the subdivision and also a street light added to the entrance of the subdivision. Mr. Santos also requested the construction drawings show a standard 2% slope on the road, a standard curb and gutter, and a two foot easement behind the sidewalk to the property line, and the slopes from 5.65% on the 575 East and from 2.83% to 4.71% on the 560 South. The sewer has adequate slope. A 8" water line will be installed. Sewer will extend to 450 East. Councilman Howard moved to table the approval until the Council Members have an opportunity to look at the City's Master Plan. Councilman Adams seconded the motion. The vote was unanimous.

Planning Commission Chairwoman Shawna Johnson presented Mayor Broadhead and the Council with three letters of recommendation. The first letter was for the East Bench Estates Subdivision. Attached were the conditions that adequate fire hydrants will be installed and the construction drawings show the temporary turn

around. The second letter was for Cherry View Subdivision, Plat "B". The recommendation has the condition of changing the addresses that end in "0" to a different number. The third letter was regarding the Stan Robbins Annexation. In December 1996, a recommendation letter was presented to Mayor Broadhead and the City Council. At that time there were concerns to be addressed. The Planning Commission attached conditions to the current letter stipulating that if the Stan Robbins property subdivides at a later date, all improvements and infrastructure will be installed and the road will be dedicated. Councilman Howard moved to allow Stan Robbins to proceed with the annexation process. Councilwoman Stevenson seconded the motion. Councilmen Bean and Adams voted "NAY". Mayor Broadhead voted "AYE".

Councilman Howard moved to approve the Mike Carter Subdivision maps for Phase "A" and Phase "B", with the request that a pressure valve is installed and the cross section of the road, maintain a 1.5% to 3.0% slope. Lots #8 and #9 need to be back filled along with the corners of #2, #3, #12 and #13. Mr. Carter will work with the Building Inspector on this issue. Councilman Bean seconded the motion with an unanimous vote.

ARCHOS Design representative Lloyd Knowles, presented a proposal for a preliminary investigation of the Old Church Building. See Attachment "A". Councilman Bean moved to accept the proposal upon approval of Legal Counsel. Councilman Howard seconded the motion with an unanimous vote.

Councilman Howard moved to authorize Mayor Broadhead to sign the Utility Extension Agreement. See Attachment "B". Councilman Bean seconded the Motion. The vote was unanimous.

Councilman Bean moved to approve the bills in the amount of \$62821.99. Councilman Adams seconded the motion with an unanimous vote.

Councilwoman Stevenson presented three business licenses for approval, Robert Erickson, DBA Evergreen Hydro-Seeding, Gary V. DeBolt, DBA Gary's Welding & Repair, and Val and Leslie Broadhead, DBA Fun Time Arcade. Councilwoman Stevenson moved to approve the license for Robert Erickson upon conformation of proper chemical storage, the business license for Gary DeBolt upon the inspection and approval from the Fire Chief and the business license for Val and Leslie Broadhead upon the appliance with the curfew law. Councilman Bean seconded the motion with an unanimous vote.

Councilman Adams moved to approve the minutes of September 16, 1997. Councilwoman Stevenson seconded the motion. Councilman Howard abstained from voting.

The Youth Court Organization has requested their own meeting room. Mayor Broadhead indicated the room currently being used by Steve Parsons was rented with the stipulation that if the need ever arose, the City would resume possession. City Manager Austin has spoken with Mrs. Parsons in regards to vacating the room. Mr. Parsons will have possession until November 1st.

Annette Davis on behalf of property owner Ken Orton, requested the City purchase property to expand the Main Street Park through

to 100 North. City Manager Austin indicated the Mayor and Council would take the request under advisement but the purchase is very unlikely.

City Manager Austin reported the Police Department recieved a grant in the amount of \$7300.00. Funds should be available the middle of October.

Councilman Howard moved to approve two new Fire Department Applicants, Bradley Kearnl and Clay Boren. Councilwoman Stevenson seconded the motion with an unanimous vote.

Mayor Broadhead expressed a concern over two EMT's quitting the Ambulance Association because of the new stricter State regulations.

Spanish Fork City has a surplus gas, 15,000 watt, generator. The Fire Department is checking into purchasing it.

City Manager Austin reported the agreement with Nephi City regarding the gas contract, should be approved in the Nephi City Council meeting that night, October 7, 1997.

Councilman Adams reported there are currently 9 homes that are not hooked up to the sewer system. The City Attorney has sent letters to all property owners regarding sewer connections. City Manager Austin was directed to begin court action.

Mayor Broadhead and Council agreed to let the Baseball Association use the cement pad in the back of the City Center to build a storage unit. Mayor Broadhead indicated a building permit would need to be obtained and to have Ray Ross draw a design for the shed.

The election results were read by Mayor Broadhead. Kirk Greenhalgh received 153 votes, Frank Staheli received 136 votes, Douglas Rohbock received 94 votes, David Hathaway recieved 57 votes and Jerry Pike received 46 votes.

Discussion was held regarding a Development and Review Committee. This Committee would consist of Mayor Broadhead, Joe Santos, City Manager Austin, Planning Commission Chairwoman Johnson, Public Works Director, Dennis Barnes, and Fire Chief Bott.

Councilwoman Stevenson moved to adjourn with a second from Councilman Adams and an unanimous vote.

Approved October 21, 1997

  
Keith Broadhead, Mayor

  
Susan B. Farnsworth, Recorder

# ARCHOS Design

Architecture & Computer Graphics

## PROPOSAL

1 October 1997

Mayor Keith Broadhead  
City of Santaquin

Re: Library  
Archos Project No. 9709

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1	Survey of existing structure - Structural	\$2,500
2	Survey of existing structure, preliminary design & preliminary cost analysis - Architectural	\$6,500
3	Subtotal	\$9,000
4	Architectural services - based on standard AIA contract	\$21,500
Total Costs		\$30,500

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This proposal is based on separate budgets for the Preliminary Survey of the building with cost analysis and Basic Architectural Services.

Item #3 would be in effect only if the preliminary cost analysis was within the proposed budget of \$450,000. All items are fixed fees. This figure may be adjusted if the projected construction cost is substantially lower. Note that the preliminary investigation includes preliminary building design.

Basic Architectural Services include final design of the building and its systems; construction documents; bidding/negotiation services; monthly on site progress reviews and close out of the project. Changes to the design once contract documents are started and special services requested by the City will be billed at hourly rates.



Lloyd R. Knowles, AIA

ARCHOS Design  
Architecture & Computer Graphics

1 October 1997

Tom Austin, City Manager  
City of Santaquin  
45 West 100 South  
Santaquin, UT 84655

Re: Library proposal

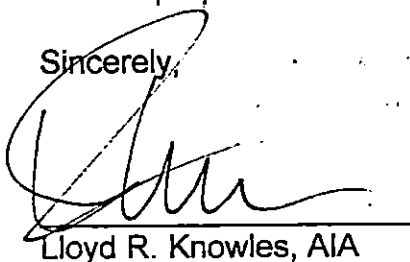
Dear Tom:

Attached is my proposal which is broken down into two parts. The first is for the preliminary survey of the structure and a cost analysis to determine that the projected budget is feasible. This process is expected to take approximately 4 weeks. It includes structural review, preliminary design, cost of reviewing the mechanical and electrical systems and costing by an independent consultant. The contract (two copies) for this work is enclosed for your review.

The second part is the fee for completion of basic architectural/engineering services as defined in the standard AIA contract for architectural services. This would be contracted separately. I am assuming that, if the preliminary work shows the project to be feasible that we could continue with the work.

We are prepared to undertake this work immediately.

Sincerely,



Lloyd R. Knowles, AIA



*AIA Document B727*

# Standard Form of Agreement Between Owner and Architect

*for Special Services*

**1988 EDITION**

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

## AGREEMENT

made as of the  
Nineteen Hundred and

day of

in the year of

**BETWEEN** the Owner:

City of Santaquin  
45 West 100 South  
Santaquin, UT 84655

and the Architect:

ARCHOS Design  
P.O. Box 774  
Spanish Fork, UT 84660

For the following Project:

Structural and preliminary investigation of historic structure located at 98 South Center Street, Santaquin, Ut; for the purpose of verifying of the ability to upgrade the building as will be required to:

- Meet the requirements of the Uniform Building Code
- Renovate the building as the future Santaquin City Library
- To do so within the City's stated budget limitations

The Owner and the Architect agree as set forth below.

Copyright 1972, 1979, © 1988 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006.  
Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

**ARTICLE 1**

**ARCHITECT'S SERVICES**

1. Complete an architectural and structural investigation of the existing structure (in consultation with a licensed structural engineer)
2. Complete preliminary design studies showing how the project could be undertaken to meet requirements of the City
3. Meet with the building inspector to assure that the UBC requirements can be met
4. Complete a cost analysis of the proposed work
5. Prepare a report and present the findings to the City

**ARTICLE 2  
OWNER'S RESPONSIBILITIES**

**2.1** The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

**2.2** The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**ARTICLE 3  
USE OF ARCHITECT'S DOCUMENTS**

**3.1** The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

**ARTICLE 4  
ARBITRATION**

**4.1** Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

**4.2** A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

**4.3** No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other

matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**4.4** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**ARTICLE 5  
TERMINATION OR SUSPENSION**

**5.1** This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**5.2** If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

**5.3** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 5.4.

**5.4** Termination Expenses shall be computed as a percentage of the compensation earned to the time of termination, as follows:

- .1 For services provided on the basis of a multiple of Direct Personnel Expense, 20 percent of the total Direct Personnel Expense incurred to the time of termination; and
- .2 For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination.

**ARTICLE 6  
MISCELLANEOUS PROVISIONS**

**6.1** Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

**6.2** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Paragraph 8.4.



their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

6.4 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

6.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

6.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

#### ARTICLE 7 PAYMENTS TO THE ARCHITECT

##### 7.1 DIRECT PERSONNEL EXPENSE

7.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

##### 7.2 REIMBURSABLE EXPENSES

7.2.1 Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:

- connection with out-of-town travel authorized by the Owner;
- .2 long-distance communications;
  - .3 fees paid for securing approval of authorities having jurisdiction over the Project;
  - .4 reproductions;
  - .5 postage and handling of documents;
  - .6 expense of overtime work requiring higher than regular rates, if authorized by the Owner;
  - .7 renderings and models requested by the Owner;
  - .8 expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; and
  - .9 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

##### 7.3 PAYMENTS ON ACCOUNT OF THE ARCHITECT'S SERVICES

7.3.1 Payments on account of the Architect's services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

7.3.2 An initial payment as set forth in Paragraph 8.1 is the minimum payment under this Agreement.

##### 7.4 ARCHITECT'S ACCOUNTING RECORDS

7.4.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

#### ARTICLE 8 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

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Basis of compensation is a fixed fee of Nine Thousand Dollars (\$9000.00). A final payment of \$6,000 shall be payable upon completion of the services defined herein.

8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of One ( 1 ) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

8.4 Payments are due and payable ( 30 ) days from the date of the Architect's invoice.  
Amounts unpaid ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.

1.5%/month

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding other requirements such as written disclosures or waivers.)*

8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

**ARTICLE 9  
OTHER CONDITIONS**

7.2.1 Travel and communications withing the Wasatch Front shall not constitute reimbursable expenses.

7.2.1.8 The Architect's liability for this work shall be limited to no more than 25% of the fee for services paid.

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
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- 4911/12
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OWNER

ARCHITECT

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

## UTILITY EXTENSION AGREEMENT

THIS AGREEMENT is made by and between Santaquin City, a municipality of Utah, with its principal office at 45 West 100 South, Santaquin, Utah (hereinafter "Santaquin"), and Lavon Ross, (hereinafter "Ross") (hereinafter referred to jointly as "the parties").

IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows:

1. This Agreement is entered into pursuant to §7.14 Utility Extension Agreements, of the Santaquin City Ordinance.
2. Ross connected an 8" water line, completed and accepted in 1994, commencing at a valve located on 450 East, which valve is situated approximately 276 feet west of Lot 1, Plat A, Dry Mountain Estates. Said water line now runs west approx. 1435 feet on the north side of 450 East to the easternmost boundary of Lot 9, Plat A, Dry Mountain Estates.
3. Ross connected an 8" sewer line, completed and accepted in 1994, commencing at the westernmost boundary of Lot 1 of the subdivision now known as Plat A of Dry Mountain Estates, which sewer line now runs west directly underneath 450 East approximately 1206 feet to the easternmost boundary of Lot 9, Plat A, Dry Mountain Estates.
4. The reimbursement amount to be paid to Ross is the actual reasonable cost of installing the water and sewer lines to which the connections are to be made. For any party that owns property that fronts the waterline or sewerline (hereinafter the "benefitted property"), the amount which will be charged to a connecting party (hereinafter the "Extension Charge") and reimbursed to Ross will be determined based on the connecting party's frontage along the water line. The parties agree that the amount of an said Extension Charge to benefitted property shall be determined by multiplying the number of linear feet of frontage in the lot or parcel for which utility is requested by one-half (  $\frac{1}{2}$  ) of \$12.18 for the water line and one-half (  $\frac{1}{2}$  ) of \$17.00 for the sewer line. For any party that connects to the 8" waterline or the 8" sewerline, that does not own property that fronts said waterline or sewerline, a connection fee over and above the fees for connection to the water line as specified in Santaquin's then current rate resolution shall be charged to the connecting party and reimbursed to Ross. The amount of the fee shall be negotiated by the connecting party, Ross, and the City.
5. All such reimbursements shall extend for a period of ten (10) years from the date of the completion of the extension and acceptance by the City, or until the initial prorated cost of



the extension along the frontage not owned by the applicant shall have been refunded.

6. The Extension Charge is separate and is in addition to any service connection charge that may be required by the City. The Extension Charge shall be paid before such service connection is made, except for frontage owned by the applicant at the time of the application.

7. Ross will assume responsibility to notify the city if and when other parties connect to the waterlines.

8. The city will assume all responsibilities, upkeep, maintenance and repairs associated with the waterlines.

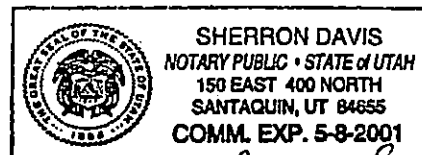
IN WITNESS WHEREOF, the parties have executed this Agreement at Santaquin, Utah on the date herein.

Dated this the 7 day of Oct., 1997,

SANTAQUIN CITY

By: *Keith Broadhead*

STATE OF UTAH )  
                                  :SS  
COUNTY of Utah )



SUBSCRIBED AND SWORN to before me by *Keith Broadhead* of  
Santaquin City this 7 day of Oct., 1997.

*Sherron Davis*  
NOTARY PUBLIC

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 1997,

\_\_\_\_\_  
Lavon Ross

STATE OF UTAH   )  
                              :SS  
COUNTY of Utah   )

SUBSCRIBED AND SWORN to before me by Lavon Ross this \_\_\_\_ day of  
\_\_\_\_\_, 1997.

\_\_\_\_\_  
NOTARY PUBLIC

H:\USERS\KIM\RYAN\ROSS\WATEREXT.AG2

10/9/97 mailed to mitch maughan/attorney