

## **NOTICE**

Notice is hereby given that the Mayor and City Council will hold a Work Session on Tuesday, February 4, 2020 in the Jury Room (Upper Level), 275 West Main, from 5:30-6:30 pm.

### **DISCUSSION ITEMS**

1. Emergency Management Discussion
2. Traffic Control Evaluation Process Discussion
3. Scope of the General Plan Update Discussion

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 Office ten or more hours in advance and we will, within reason, provide what assistance may be required.

### **CERTIFICATE OF MAILING**

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.

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By: K. Aaron Shirley, City Recorder

## NOTICE AND AGENDA

Notice is hereby given that the City Council of the City of Santaquin will hold a City Council Meeting on Tuesday, February 4, 2020 in the Court Room, 275 W Main, upper level at **7:00 pm**

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION/INSPIRATIONAL THOUGHT**
- 4. DECLARATION OF ANY CONFLICT OF INTEREST**
- 5. CONSENT AGENDA**
  - a. Minutes:
    1. January 21, 2020 – City Council Work Session Minutes
    2. January 21, 2020 – City Council Meeting Minutes
  - b. Bills:
    1. \$247,511.74
  - c. Consent Action Items:
    1. Out of State Training Request – Randy Spadafora
- 6. PUBLIC FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS**
  - a. Employee of the Month Award – Hayden Mageno
  - b. Payson Santaquin Chamber of Commerce – Business of the Month Award
- 7. FORMAL PUBLIC HEARING**
- 8. BUILDING PERMIT & BUSINESS LICENSE REPORT**
- 9. REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES**
  - a. City Manager Benjamin Reeves
  - b. Assistant City Manager Norman Beagley
  - c. Community Development Director Jason Bond
- 10. NEW BUSINESS & ADOPTION OF ORDINANCES AND RESOLUTIONS**
  - a. Resolution 02-01-2020 “A Resolution Approving an Amendment to the Ahlin Annexation and Development Agreement with D.R. Horton” (Foothill Village)
  - b. Resolution 02-02-2020 “A Resolution Approving a Development Agreement for the Heelis Farms Development with Heelis Townhomes, LLC.” (approximately 200 North 400 East)
- 11. REPORTS BY MAYOR AND COUNCIL MEMBERS**
  - a. Council Members
  - b. Mayor Hunsaker
- 12. EXECUTIVE SESSION** (May be called to discuss the character, professional competence, or physical or mental health of an individual)
- 13. EXECUTIVE SESSION** (May be called to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property)
- 14. ADJOURNMENT**

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

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BY: \_\_\_\_\_  
K. Aaron Shirley, City Recorder



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

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

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

**PLEDGE OF ALLEGIANCE**

Led by Council Member Mecham.

**INVOCATION/INSPIRATIONAL THOUGHT**

Bryan Mecham offered an invocation.

**CONSENT AGENDA**

**Minutes:**

- January 21, 2020 – City Council Work Session Minutes
- January 21, 2020 – City Council Meeting Minutes

**Bills:** \$247,511.74

**Other:**

Out of State Training Request for Randy Spadafora

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

Council Member Hathaway seconded the motion.

Roll Call:

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

The motion passed 4-0

## **PUBLIC FORUM, AWARDS, & APPOINTMENTS**

### *Santaquin Employee of the Month Award*

Penny Reeves announced the Employee of the Month Award as Hayden Mageno and read the following:

“Hayden is an office clerk for the Recreation Department. She is our Swiss army knife and does a variety of things to help the Department, including being the front line with customer service, registering recreation participants, helping with special events, site supervisor for sports and also recording minutes for the Recreation Board and Museum Board. We appreciate Hayden’s willingness to be such a great team player!”.

Hayden expressed her gratitude for the award, the excitement she has for her job, and the love she has for her co-workers.

The award was presented and a photo with Mayor Hunsaker was taken.

### *Santaquin-Payson Chamber of Commerce – Business of the Month Award*

Jodie from the Chamber of Commerce presented the Business of the Month Award to Gregg Chidester from Parkway Assisted Living. Gregg expressed gratitude for the community support.

The award was presented and a photo with Mayor Hunsaker was taken.

### *Recognition of Council Members Montoya & Miller*

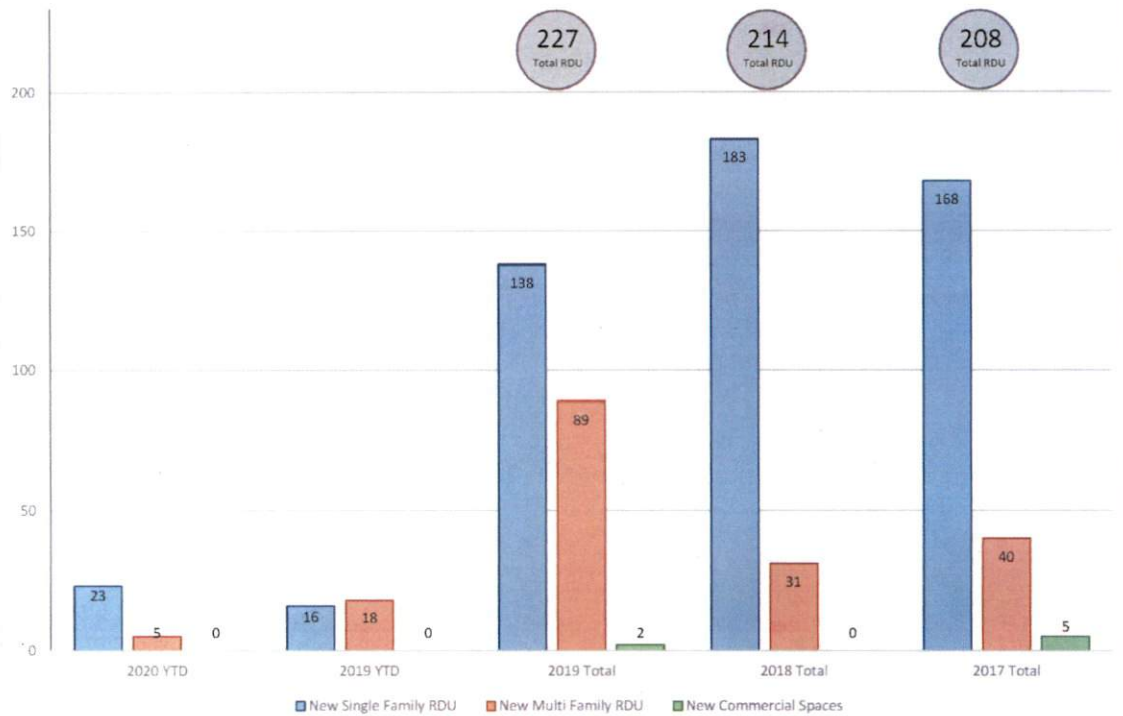
City Manager Reeves gave recognition to Council Member Montoya for her formation of the Youth City Council that has hit its 1<sup>st</sup> year anniversary and the impact it’s having on the youth of the community in being more civic minded. Reeves then gave recognition to Council Member Miller for his door to door knocking for public input for a grant application.

## **BUILDING PERMIT & BUSINESS LICENSE REPORT**

Community Development Director Bond reported:

There are a lot of building permits being granted for Foothill Village and the Orchards as they are making up the majority of the permits being issued. No new business licenses.

**Building Permit Report  
February 4, 2020**



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

*City Manager Reeves –*

- Reported on the Outward Mindset training that is continuing with the Leisure Services Department and has just started with department heads.
- Public works is working hard with all of the recent snow and there is a lot going on behind the scenes that should be recognized.

*Assistant City Manager Beagley –*

- Reported on a recent UDOT meeting that covered a variety of issues including the interchange on Main Street and communicated the needs of the community to UDOT. Mayor Hunsaker commented that both City Manager Reeves and Assistant City Manager Beagley had brought different options of temporary solutions for UDOT's consideration for the highway interchange on Main Street and they were impressed and appreciative of the initiative.



Community Development Director Bond –

- Reported that the grocery store is moving forward and the construction is on schedule but the construction workers may need to work odd hours both early and late in the day. He is working with Suzy McDowell to send out notifications and alert residents via Everbridge the city’s mass notification software.
- There is a proposal from Sunroc to allow them to move forward with mining on their property but first the mining ordinance that has been drafted must be put before the Council.
- People are requesting Hobby Licenses for their pets and there is a need for an update to code so that residents can have more guidance on what the allowed number of pets in a residence is.
- The Santaquin-Payson Chamber of Commerce had their banquet and there was good training on the role and how a chamber of commerce should function. The Chamber is currently considering different options for a reorganization of leadership structure.

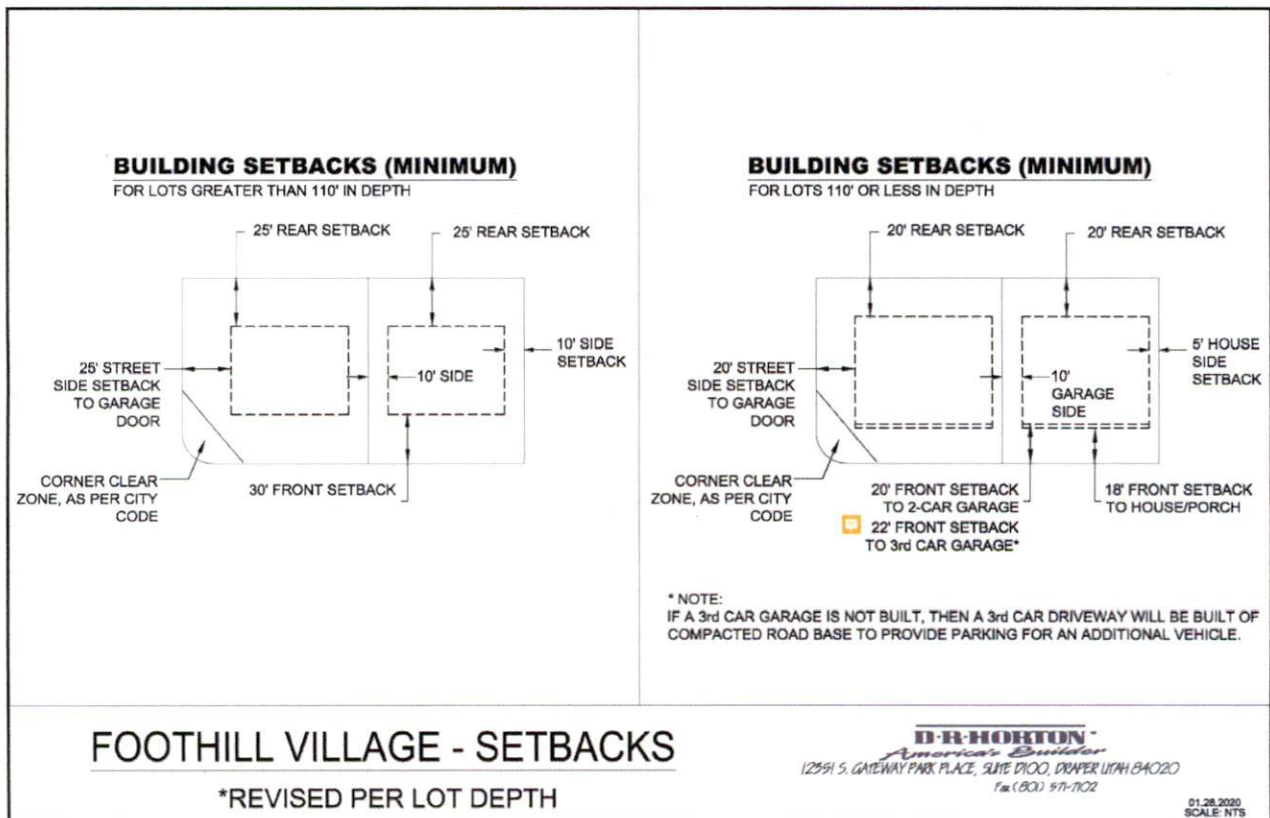
Legal Counsel Rich –

- Nothing to report.

**NEW BUSINESS & ADOPTION OF ORDINANCES AND RESOLUTIONS**

*Resolution 02-01-2020 “A Resolution Approving an Amendment to the Ahlin Annexation and Development Agreement with D.R. Horton” (Foothill Village)*

Community Development Director Bond explained the proposed changes to the agreement which includes smaller lot setbacks, depending on currently planned lot setback measurements, to better accommodate a variety in style and size of homes.



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BY: \_\_\_\_\_  
K. Aaron Shirley, City Recorder

Council Member Montoya asked for clarification of why this setback change was wanted by Foothill Village and Bond explained that this does not change the size of the lots but the footprint of the homes within the lots. City Manager Reeves added that the changes in setbacks gives more latitude for the developers to provide more variety in look and feel of the homes built in the lots.

Council Member Hathaway expressed concern with the smaller front setback because a smaller driveway would mean larger vehicles spilling over into the sidewalk area.

City Manager Reeves pointed out that because there is a larger footprint with the smaller setbacks then there would be three car garages instead of two increasing the capacity of a home from four to five vehicles.

Council Member Mecham said he understands the concern with sidewalk space becoming encroached by vehicles in shorter driveways and asked staff if these setbacks would set a precedent for future developments. Community Development Director Bond said it would not hold the city to that standard because this is a PUD which is a more custom or flexible agreement for development. Assistant City Manager Beagley agreed with Bond's statement that this amendment would not lock the city into any future setback standards.

Council Member Miller stated that he understood the concerns with the smaller setbacks but on the other hand saw the larger house sizes on the lots as a benefit for incoming members of the community.

DR Horton representative Adam Loser introduced himself and said that the real goal of the shorter setbacks was to allow for more variety on the street both in aesthetic and in layout. Council Member Montoya asked if there was a market for these smaller yards and bigger homes and Mr. Loser responded that there was.

Motion: Council Member Mecham motioned to approve Resolution 02-01-2020 "A Resolution Approving an Amendment to the Ahlin Annexation and Development Agreement with D.R. Horton" (Foothill Village) subject to legal counsel's modifications as necessary.

Council Member Miller seconded the motion.

Roll Call:

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

The motion passed 4-0

*Resolution 02-02-2020 "A Resolution Approving a Development Agreement for the Heelis Farms Development with Heelis Townhomes, LLC." (approximately 200 North 400 East)*

Community Development Director Bond explained the subdivision concept plan and amenities that included a pavilion, playground, and basketball/pickleball court. City Manager Reeves said that they have committed to have the amenities be installed prior to the 11<sup>th</sup> building permit being issued.



**EXHIBIT B**

Subdivision Concept Plan and Amenities



Playground will be similar to this is style featuring:

- Slide
- Swings
- Monkey bars
- Covered Platform

Gazebo will be a minimum of 14x12 and will be similar in design to this one.



Cement Pad will be 45x20 and can be used for basketball, pickleball, or other games. Basketball hoop will be similar to this style.

City Manager Reeves said this development would be beneficial to the community as it would widen 400 East and 200 North.

Council Member Hathaway asked if the developers would be bringing their own water and Assistant City Manager Beagley responded that they would.

Motion: Council Member Mecham motioned to approve Resolution 02-02-2020 "A Resolution Approving a Development Agreement for the Heelis Farms Development with Heelis Townhomes, LLC."

Council Member Montoya seconded the motion.

Roll Call:

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

The motion passed 4-0

## REPORTS BY MAYOR AND COUNCIL MEMBERS

*Mayor Hunsaker –*

- Working on Council liaison assignments for the year.

*Council Member Miller –*

- The recreation programs have put a lot of effort into training of referees for the sports with clinics. Hayden Mageno will be working with sports programs exclusively from now on, there is a new fields maintenance employee, and there is another job posting open until this Friday.
- Police department held interviews for a new officer today.

*Council Member Montoya –*

- Reported on the Youth City Council to the state capitol and the state legislature where the group was able to learn about the legislative process through an interactive exercise of a mock legislative session. Thanked the Council for the support of the Youth City Council.

*Council Member Mecham –*

- Nothing to report.

*Council Member Hathaway –*

- Nothing to report.

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

Motion: Council Member Montoya motioned to enter into an Executive Session.

Council Member Mecham seconded the motion.

**ADJOURNMENT**

At 8:49 pm Council Member Miller moved to adjourn.


Council Member Montoya seconded the motion.

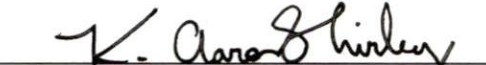
The vote was as follows:

Roll Call:

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

The motion passed 4-0

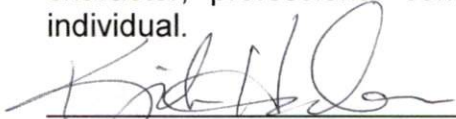
  
\_\_\_\_\_  
Kirk F. Hunsaker, Mayor

  
\_\_\_\_\_  
K. Aaron Shirley, City Recorder



**CLOSED EXECUTIVE SESSION AFFIDAVIT**

I, Kirk Hunsaker, Mayor of Santaquin City, do hereby certify that the Executive Session held on February 4, 2020 was called to discuss the character, professional competence, or physical or mental health of an individual.

  
\_\_\_\_\_  
Kirk Hunsaker, Mayor

  
\_\_\_\_\_  
Date





The work meeting was called to order by Mayor Kirk Hunsaker at 5:30 p.m.

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

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

## INVOCATION

Mayor Hunsaker offered an invocation.

## DISCUSSION ITEMS

### *Community Development Update and Discussion*

The Council was not able to discuss this item.

### *Highland Drive/Canyon Road Update and Discussion*

Assistant City Manager Beagley gave the update on the project in terms of:

- Property Acquisition
  - Acquisition must take place from owners Jamie Evans (owns property West of Canyon Road) and Summit Creek Irrigation Company (East of Canyon Road).
- Earthwork, Sanitation, Storm Drain, Secondary Water, Concrete Work, Asphalt
  - An agreement with D.R. Horton will take place to reimburse the developer as they would be putting their own funds towards this road construction process even though it's not necessarily needed for their housing development.
- Landscaping (Trail)
  - There will be a trail all the way along Canyon Road to the school.
- Miscellaneous
  - Street lights will probably be installed.
- Contingency
- Design Costs
  - The agreement with Summit Creek Irrigation Company would be that the city would bear the design costs.
- Potential Bill Board Relocation
  - The city would work, within reason, to not prohibit Mr. Evans from obtaining a permit for the billboard owner elsewhere if relocation would make the ground more developable for D.R. Horton.
- Potential to Fill in "Hole" on Jamie Evan's Property
  - The bill board previously mentioned is located in a hole and if relocated, the area would be filled in again to make the property more developable for D.R. Horton.

### *Water Wielding Discussion*

City Manager Reeves gave a presentation about a proposal from Summit Creek Irrigation Company that would allow shareholders who desire to wield their water through the Santaquin City Pressurized Irrigation System. This would yield great benefits, considering the poor condition of the Summit Creek Irrigation Company infrastructure, for both Summit Creek Irrigation Company and the city of Santaquin as part-owner. The problem, Reeves explained, is that Summit Creek Irrigation Company is expecting the city's Public Works Department to keep up the Summit Creek Irrigation Company infrastructure at the opportunity cost of other city responsibilities. While the city does have an interest in up keeping the Summit Creek Irrigation Company infrastructure as a major shareholder, Summit Creek Irrigation Company expects tax payer funds (used to pay the Public Works employees) to maintain their infrastructure even though the benefit is for a relatively small portion of the city's citizens.

Summit Creek Irrigation Company has created a proposal for a Master Wielding Agreement with the city but the Council must determine 1) what benefits do they desire from such a proposal and 2) what is the goal moving forward with water shares acquisition.

City Manager Reeves explained the current benefits from the proposal which include 1) 25% hair cut on water, 2) agricultural lease revenue, and 3) less liability/helps shareholder/residents.

What is not included in the current proposal is 1) first right denial of sale of shares, 2) voting proxy rights, 3) and a shareholder list.

Council Member Miller asked if the city could do water leases for the city's excess water outside of this proposal and City Manager Reeves responded that the city could if that is what the Council desired. Council Member Miller suggested a thorough review of the Summit Creek Irrigation Company proposal to consider all options.

Council Member Mecham agreed with Council Member Miller's statement on the continued acquisition of water shares.

Mayor Hunsaker said that he was concerned that this current proposal has limited advantages to the city.

Council Member Montoya suggested the city sit on the proposal and first work on an agreement with the Summit Creek Irrigation Company to lay out clear responsibilities in terms of infrastructure maintenance.

### *Nebo School District/500 West Annexation Discussion*

City Manager Reeves explained the potential of an annexation of 500 West to preserve the right to acquire the property ahead of Utah County if so desired in the future. Nebo School District has expressed willingness to sell the land and this annexation would be advantageous as the portion of 500 West was originally built by the city and being back in the city's jurisdiction would mean more class B road funds from the state.

### *Ekins Annexation Petition Discussion*

The Council was not able to discuss this item.

**ADJOURNMENT**

Mayor Hunsaker adjourned the meeting at 6:30 p.m.

\_\_\_\_\_  
Kirk Hunsaker, Mayor

\_\_\_\_\_  
K. Aaron Shirley, City Recorder



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

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

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

**PLEDGE OF ALLEGIANCE**

Led by Jason Bond

**INVOCATION/INSPIRATIONAL THOUGHT**

Penny Reeves offered an invocation.

**CONSENT AGENDA**

**Minutes:** January 7, 2020 – City Council Meeting Minutes

**Bills:** \$1,604,626.62

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

Council Member Mecham seconded the motion.

Roll Call:

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

The motion passed 5-0

**PUBLIC FORUM, AWARDS, & APPOINTMENTS**

*“What Do You Love About Santaquin?” Photo of the Year Award – Janelle Kropf*

Penny Reeves announced the Photo of the Year Award as Janelle Kropf and said the following:

“This year marks our fifth anniversary of the ‘What Do You Love About Santaquin?’ photo contest. Janelle was this year’s September winner”

Janelle explained the story behind the photo and took a photo with the Mayor and received a gift basket.



*Citizen Police Academy Graduation Awards*

Officer Rich Glenn explained that the Citizen Police Academy was offered to high school students as an internship this past semester to help them gain exposure and experience in law enforcement. Law enforcement is having trouble hiring and retaining quality officers and this program helps students understand the career and creates a potential future pipelines for future officers.

Christine Thomas from Nebo School District is in charge of the internship program and she wanted to thank Chief Hurst for giving students the opportunity to gain exposure to a field they might be interested in working in.

Officer Glenn then presented the awards to the high school students who participated in the Citizen Police Academy. A photo was taken with the Mayor and the group.

Council Member Montoya commented that the Citizen Police Academy is a fantastic program and recommend it to the public.

*Payson-Santaquin Chamber of Commerce – Business of the Month Award*

President Josh Nielsen presented the Business of the Month Award to Jody Mitchell of Leavitt Insurance in Santaquin. Josh noted all of the volunteer efforts Jody has offered to the community in the past year.

Jody expressed her gratitude to the community and the local businesses of Santaquin and Payson.

A photo was taken of Josh Nielsen, Jody Mitchell, and Mayor Hunsaker.

*Appointments to Recreation Board – Spencer Hintze & Erin Jarrett*

Mayor Hunsaker presented his nominations to the Recreation Board, Spencer Hintze & Erin Jarrett.

Spencer Hintze and Erin Jarrett introduced themselves.

Motion: Council Member Bowman motioned to approve the appointment of Spencer Hintze to the Recreation Board.

Council Member Miller seconded the motion.

Roll Call:

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

The motion passed 5-0

Motion: Council Member Mecham motioned to approve the appointment of Erin Jarrett to the Recreation Board.

Council Member Montoya seconded the motion.

Roll Call:

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

The motion passed 5-0

*Appointment to the Heritage Board – Ron Jones*

Mayor Hunsaker presented his nomination to the Heritage Board, Ron Jones, and Ron introduced himself.

Motion: Council Member Montoya motioned to approve the appointment of Ron Jones to the Heritage Board.

Council Member Mecham seconded the motion.

Roll Call:

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

The motion passed 5-0

**BUSINESS LICENSES**

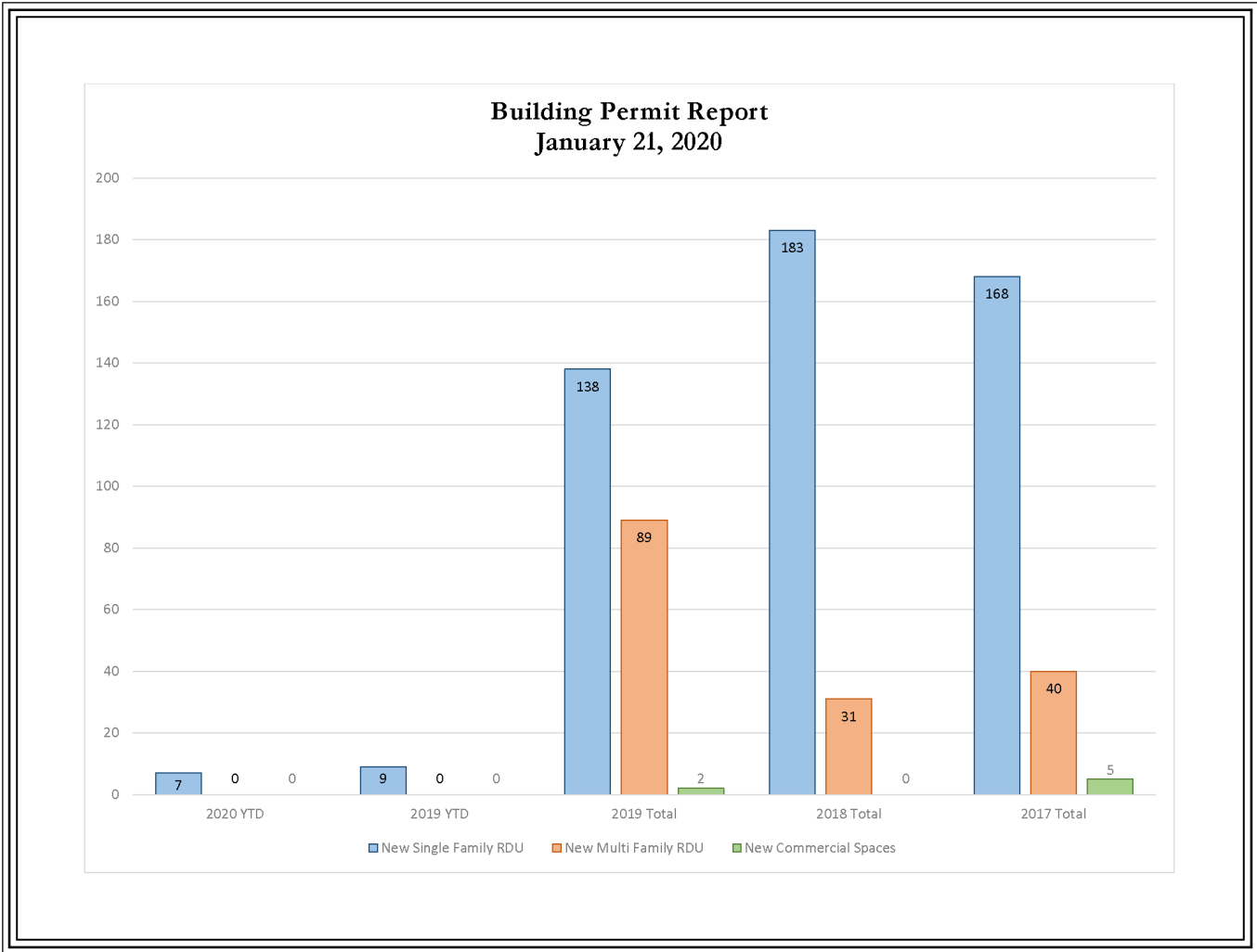
Community Development Director Bond reported:

There are three new business licenses, all home occupations, and though the chart shows less building permits than last year there are many business permits currently in process including 16 submitted that day.

**New Business Licenses**

<b>Name</b>	<b>Owner</b>	<b>Address</b>	<b>Description</b>	<b>BL#</b>
Real Blissful Life LLC	Michelle Garfield	248 S. 690 E.	Healing through foot zoning, essential oils, etc.	BL-4482
Geo Logic, Limited Company	Alice M. Orton	113 N. 300 W.	Computer Research for Geologic Reports	BL-4483
Blukiwi Digital	Molly Warnock	231 E. 400 N.	Online Marketing & Website Design	BL-4484

DRAFT



## NEW BUSINESS & ADOPTION OF ORDINANCES AND RESOLUTIONS

### *Status Report – Santaquin Canyon Road – Luke Decker, US Forest Service*

Luke Decker introduced himself and gave an update on the Santaquin Canyon Road. The US Forest Service is trying to gain funding to fix the road and is currently applying to several sources. The road will not be fixed this year but Luke said he was aware of the importance of the access to the Forest Service lands to this community.

Ryan, Luke’s associate and a US Forest Service Engineer, reported on the damage to the Santaquin Canyon Road area including the camp ground, the asphalt road, and the water system. The funding, he explained, would be coming from Federal Highway funds but is awaiting Congressional approval. There is a need also for the stabilizing of the stream bank that goes through the Canyon. With all of these facts in mind, Ryan estimated that it would be two years before the Canyon Road would be open again.

Council Member Mecham asked what the extent of the damage was to the road and Ryan responded that he estimated about a mile worth of road needed repairs.



Mayor Hunsaker asked if the repairs would be done correctly and Ryan responded that they design their bridges and roads to a certain standard but can't guarantee that the natural occurrences in the Canyon will not be greater than what the infrastructure can withstand.

Council Member Hathaway expressed his gratitude to the US Forest Service for coming to speak to the Council.

Luke stated that he was open to having Council Members visit or call with questions or concerns.

### *Discussion and Possible Action Regarding the Ekins Annexation Petition*

City Manager Reeves explained that the main concern for the city with this annexation prior to this meeting was the ability of the city to service all of the new proposed housing units. Since the last Council meeting, developers John Ogden and Martin White have agreed to take on their share of costs to the master plan updates. Reeves said that now the final point of concern now with the annexation was the units per acre density levels of the development.

City Manager Reeves outlined options for the Council in either accepting or denying the Ekins Annexation Petition which included:

1. Denial of the annexation as is.
2. Negotiate favorable units per acre density levels of development. This would ensure responsible growth for the city but the disadvantages are that the annexation process would have to wait for the results for the master plan update.
3. Halt negotiations for density levels until the master plan update process is done. This option leaves room for public input into where high density housing should be placed within the city but the disadvantages are that this would take more time and delays in the annexation process.

Council Member Miller asked for the exact number of units proposed for the Ekins Annexation development and Community Development Director Bond responded it was 1593 units.

City Manager Reeves brought up plats of the Summit Ridge development for reference of size and units per acre.

Reeves stated that another major decision with this proposed development is figuring out which type of zoning makes the most sense. He then outlined the zoning establishment options which included:

1. Planned Community (PC) Zone.
  - a. This option gives the most flexibility for a comprehensively planned large community.
  - b. The current proposal does not qualify for this zone and would require a code amendment to change the minimum site area requirement.
  - c. The PC zone has no standard underlying zoning, which would create ambiguity with the unique, and more detailed, development agreement.
  - d. Amendments to a development agreement are more difficult to accomplish.
2. R-10 Residential – PUD Overlay (With Density Restrictions Imposed in Development Agreement)
  - a. Increased flexibility for a comprehensively planned community

- b. With the underlying zone of R-10, requirement will be easier to define and fall back to
  - c. Base zoning and PUD designation could happen concurrently or separately
  - d. Better structure
  - e. Amendments to a development agreement are more difficult to accomplish
3. Agriculture (AG) – 1 unit per 20 acres
- a. Safest and least likely to be opposed by the general public
  - b. Uncertainty for the developer
  - c. City obligations to approve development agreement
  - d. Binding future City Councils
  - e. Possible litigation

City Manager Reeves then asked for Council direction in terms of 1) whether the master plan updates should come first or the units per acre negotiations and 2) if staff should continue on the Council's direction from the October 2019 Council meeting or go in another direction.

John Ogden came up to speak and stated that the original annexation proposal was 800 acres but, after deliberations with his partner Martin White, it was decided that the development should be annexed in two smaller pieces with the first annexation being 269 acres.

Assistant City Manager Beagley stated that he agreed with the smaller annexation proposal but that any master plan updates with just that 269 acres would not account for the remaining portions of the annexation in the future. John Ogden responded that he was thinking of doing an initial master plan study for the 269 acres and an additional study for the remaining acreage. Beagley stated that for the additional study to be done for the remaining acreage beyond the initial 269, it would require a unit per density plan for engineering and modeling purposes.

Council Member Mecham asked how long the process would be to get a master plan update back for the initial 269 acres proposed and Assistant Manager Beagley responded that 90 days is an optimistic estimate and 180 days is a more realistic estimate.

Mayor Hunsaker asked if John had been in contact with JUB Engineering who has done previous master plan updates for the city. John said that he had been in communication with JUB Engineering and that he had received a positive response in terms of time it would take for updating the sewer master plan.

Council Member Miller stated that the Council needed to first determine units per acre density terms before moving into the master plan updates. Council Member Mecham agreed.

Council Member Hathaway asked where the Council's determination to allow the density 3 ½ units per acre came from (referring to figures on the display screen) and Council Member Montoya responded it was proposed in the October meeting just after the initial Ekins Annexation proposal.

City Manager Reeves recommended that any Council policy that is adopted going forward in terms of density should say 'not to exceed' because until the master plans are finished the costs of servicing are not known and this phrase gives the Council flexibility in the agreement.

Council Member Montoya asked if the Council chose to zone R-10 with a PUD overlaid, could the planned commercial zoning stay in place as proposed. Community Development Director Bond responded that yes it could but when considering a PUD the question to keep in mind is

whether or not the amenities to be received for the higher density housing is worth it for the community.

Council Member Miller said they should consider the overall benefits of the city with the amenities proposed but clarified he was not necessarily for the higher densities or smaller lot sizes. Community Development Director Bond, echoing his previous statement, asked to consider whether the amenities received in return for higher density developments was worth it for the city in the past.

John Ogden commented that the housing market has been trending towards smaller lot sizes, they have shrunk by 20% in the last two decades, simply because it is more affordable.

City Manager Reeves brought up some calculations to show that the average units per acre on the proposed 269 acres is 4.26 units based on:

- 3 units per acre on 40.41 acres (low density)
- 4 units per acre on 154.14 acres (medium density)
- 15 units per acre on 27.32 acres (high density)

Council Member Montoya stated she was in favor of an overall 4.26 units per acre and felt better about the density breakdowns than she did back in October when the proposal was first brought to the Council.

Council Member Hathaway stated that he was in favor of the 3, 3.5, and 10 units for low, medium, and high density respectively.

Council Member Bowman asked what amenities were available in exchange for the higher density development and Community Development Director Bond stated some examples including pools, trails, parks, but ultimately it was up to the Council. Council Member Bowman stated the amenities should be something that citizens are willing to drive across town for if they were to trade housing density for them.

Council Member Mecham stated that he was for the 3, 4, and 15 units for low, medium, and high density respectively, depending on amenities. Council Member Montoya agreed.

Council Member Miller said that he thought they were narrowing their specifications and requests for the units per acre too much as he thought the city could support higher density overall and benefit from the potential amenities received in exchange. For example, Miller said he was willing to go slightly higher for the low and medium density but did not want to go higher than 15 units in the 27.32-acre area.

Mayor Hunsaker said that he thought 3 and 4 units per acre for low and medium density, respectively, was about right for the community and he agreed with Council Member Miller on going with a higher threshold for the high density area.

Council Member Montoya asked if they could take 7 acres from the high density and give that to the park, increasing the total park acreage from 13 to 20 acres, and increase the units per acre in the high density area to 20 while maintaining the same average overall density of 4.2 units per acre. Mayor Hunsaker agreed.

Ultimately, the Council came to consensus that the numbers on the following table could be evaluated as a “not to exceed” density maximum for study purposes. However, any final

approval of density would be contingent upon the results of the master plan studies and negotiations regarding project amenities.

<b>Density and Acreage Levels (For Study Purposes Only) Established by the Santaquin City Council January 21, 2020</b>				<b>Density and Acreage Levels Requested by the Petitioner</b>		
	<b>Units/Acre</b>	<b>Maximum Acres</b>	<b>Subtotal</b>	<b>Units/Acre</b>	<b>Maximum Acres</b>	<b>Subtotal</b>
<b>Low</b>	3	40.41	<b>121.23</b>	3	40.41	121.23
<b>Medium</b>	<b>4</b>	154.14	<b>616.56</b>	6	154.14	924.84
<b>High</b>	20	<b>20.32</b>	<b>406.4</b>	20	27.32	546.4
<b>Commercial</b>		4.82	<b>4.82</b>		4.82	4.82
<b>Park</b>		<b>17</b>	<b>17</b>		10	10
<b>Open Space</b>		33.12	<b>33.12</b>		33.12	33.12
<b>Total</b>		<b>269.81</b>	<b>1144.19</b>		269.81	1592.47
	<b>Average</b>		<b>4.2534944</b>			5.919963
<b><u>Contingent Upon:</u></b>						
o Complete Master Plan Update Pre-Annexation						
o Address Remaining Terms						
o Address Amenities						
o Fulfill Connectors Agreement						

City Manager Reeves said that these numbers could be taken for the master plan modeling and in the meantime, the annexation petitioners could fulfill the Summit Ridge Connector's Agreement and address amenities in exchange for the given 4.25 overall units per acre average.

Community Development Director Bond clarified that all the numbers given tonight were just to give direction to developers and there was no binding agreement made with or by the Council.

Council Member Montoya asked for a 5-minute recess. Mayor Hunsaker approved.

*Annual City Council Training (e.g. Roles & Responsibilities and Pre-Budget Planning Discussion)*

City Manager Reeves reviewed the worksheets he had passed out last Council meeting. Reeves went over the different types of local governments and the city's current form of government which is a six-member council hybrid. Reeves explained the roles of the Mayor, Council, City Manager, and staff and conducted a discussion on the expectations between each group.

Mayor Hunsaker stated that as Mayor he trusted the staff and knew they would do their job and that he expected the Council to study out the issues. The Mayor expressed how impressed he was with the independent thinking between Council Members and the mutual respect that existed within the Council.

Council Member Mecham said he was impressed with how both Councils he had served on were able to disagree and still get along. City Manager Reeves stated that he had seen Councils that could not function and Councils that agreed with each other too much, but the most successful Council are those that debate and are not afraid to debate issues with mutual respect.

Police Chief Hurst said that neighbors or individuals are going to come to Council Members to gain a favor but that they should first go through staff and the Mayor. Hurst said it was important and in the city's best interest to trust the process and back up both city staff and the Mayor.

Assistant City Manager Beagley agreed with Chief Hurst's statement and said that circumventing the process hurts everyone and creates more work in the long-run.

City Manager Reeves then asked what the Council thoughts about what the citizens expected of them. Council Member Mecham said it was to be representative of the citizens. Council Member Miller agreed and added that it was to represent the citizens as a whole.

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

### *City Manager Reeves –*

- Nothing to report

### *Assistant City Manager Beagley –*

- There will be an RFP process to get the master plans updated and when those proposals are ready they will be brought before the Council.

### *Community Development Director Bond –*

- The Orchard Hills Townhomes developer is looking to buy the adjacent property to potentially put in an extension of the townhome units with mixed use commercial on the bottom floor and residential above. Council Member Miller expressed concern that street parking may become an issue and Council Member Montoya said there should be a red curb along the road facing the school. Council Member Hathaway asked if parking could be put in front and Bond responded that it would be difficult and potentially dangerous to have cars backing out from those commercial parking lots into Highland Drive if they were placed in front.
- Reported that there is still the issue of whether the Ercanbrack property should be rezoned from Residential Commercial (RC) to Main Street Commercial (MSC). This will be on the next Planning Commission work meeting.
- Utah State University Survey is using Qualtrics to take surveys concerning community well-being including topics such as livings standards, mental health, social connections, connection to nature, safety, and security. Council Member Mecham requested that staff call other communities who had completed this survey to see if it was beneficial. Council Member Montoya said she thought this was a great idea.
- As the representative for the city at the Payson-Santaquin Area Chamber of Commerce board retreat this Saturday, Bond wanted direction from the Council. Council Member Montoya said she felt that there was a positive direction for the chamber of commerce in the last year in terms of collaboration and events. Council Member Miller said he would like to see the chamber of

commerce focus more on businesses than events and what changes the organization anticipates with its new president. Council Member Hathaway asked if the Chamber of Commerce board could do more outreach.

Council member Montoya motioned to extend the meeting by 15 minutes' maximum. Council Member Miller seconded.

Roll Call:

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

The motion passed 4-1

## REPORTS BY MAYOR AND COUNCIL MEMBERS

*Mayor Hunsaker –*

- Encouraged the Council to follow city code and be examples for the community.

*Council Member Miller –*

- John Bradley, Director of Leisure Services, just received a grant of around \$50,000 to update the parks and trails master plan. Assistant City Manager Beagley added that the senior center might acquire a van to offer various services to the seniors.

*Council Member Montoya –*

- The Youth City Council has chosen the Community Development Department to focus on this month as the department of the month.

*Council Member Mecham –*

- Nothing to report.

*Council Member Hathaway –*

- Nothing to report.

*Council Member Bowman –*

- Nothing to report.

## ADJOURNMENT

At 10:40 pm Council Member Miller moved to adjourn.



Council Member Bowman seconded the motion.

The vote was as follows:

Roll Call:

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

The motion passed 5-0

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Kirk F. Hunsaker, Mayor

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K. Aaron Shirley, City Recorder

DRAFT

**SANTAQUIN CITY CORPORATION**  
**Invoice Register - 1/20/2020 to 1/31/2020 - All Invoices**

1/31/2020

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name.</u>	<u>Description</u>
012020	HEALTH EQUITY INC,	9999	1/23/2020	1/23/2020	\$7,474.25			
					491.23	1022503	HSA	Norm Beagley - Employer Contri
					900.00	1022503	HSA	Norm Beagley - Employee Contr
					491.23	1022503	HSA	Jason Bond - Employer Contribu
					266.68	1022503	HSA	Brandon Butler- Employer Contri
					364.91	1022503	HSA	Wade Eva - Employer Contributi
					300.00	1022503	HSA	Wade Eva - Employee Contributi
					491.23	1022503	HSA	Jon Green - Employer Contributi
					491.23	1022503	HSA	Ryan Harris - Employer Contribu
					339.87	1022503	HSA	Jon Hepworth - Employer Contri
					364.91	1022503	HSA	Gregg Hiatt - Employer Contribut
					50.00	1022503	HSA	Gregg Hiatt - Employee Contribu
					339.87	1022503	HSA	Shannon Hoffman - Employer C
					240.00	1022503	HSA	Shannon Hoffman - Employee C
					252.46	1022503	HSA	Rod Hurst - Employer Contributi
					400.00	1022503	HSA	Rod Hurst - Employee Contributi
					491.23	1022503	HSA	Jon Lundell - Employer Contribut
					364.91	1022503	HSA	Kayson Shepherd - Employer C
					339.87	1022503	HSA	Aaron Shirley - Employer Contri
					100.00	1022503	HSA	Aaron Shirley - Employee Contri
					339.87	1022503	HSA	Spencer Volk - Employer Contrib
					54.75	1043310	PROFESSIONAL & TECHNICA	HSA & FSA Admin Fees January
012020FSA	HEALTH EQUITY INC,	9999	1/23/2020	1/23/2020	\$297.16			
					258.72	1022502	FSA	Replenish for HCRA 01/13/2020
					25.00	1022502	FSA	Replenish for HCRA 01/13/2020
					13.44	1022502	FSA	Replenish for HCRA 01/13/2020
	<b>Vendor Total:</b>				<b>\$7,771.41</b>			
01212020	K. SHAWN PATTEN, ATT. AT LAW	79667	1/21/2020	1/21/2020	\$650.00			
					650.00	1042331	LEGAL	ATTORNEY FEES
01212020	STRINGHAM'S HARDWARE	79668	1/21/2020	1/21/2020	\$1,635.52			
					166.21	1043240	SUPPLIES	DECEMBER
					100.00	1043480	EMPLOYEE RECOGNITIONS	DECEMBER
					12.28	1043610	OTHER SERVICES	DECEMBER
					54.97	1051300	BUILDINGS & GROUND MAIN	DECEMBER
					27.63	1054240	SUPPLIES	DECEMBER
					61.40	4140703	RECREATION CENTER BALLO	DECEMBER
					885.61	5140240	SUPPLIES	DECEMBER
					125.84	5240240	SUPPLIES	DECEMBER
					68.26	5240520	WRF - SUPPLIES	DECEMBER
					106.94	7240240	SUPPLIES	DECEMBER
					13.99	7540240	SUPPLIES	DECEMBER
					12.39	7657250	EQUIPMENT MAINTENANCE	DECEMBER
012820	CENTURYLINK	79720	1/28/2020	1/28/2020	\$165.27			
					165.27	1051280	TELEPHONE	801-754-5165
012820	FAIRFIELD INN	79730	1/28/2020	1/28/2020	\$1,260.81			
					1,260.81	5140230	EDUCATION, TRAINING & TRA	RURAL WATER CONFERENCE
012820	UTAH DEPT OF COMMERCE		1/28/2020	1/28/2020	\$10.00			
					10.00	824410.450	Expenses	DEPT OF COMMERCE LICENS
01282020	HOME DEPOT	79737	1/28/2020	1/28/2020	\$51.27			
					51.27	4140701	RELOCATION TO PW BUILDIN	TOOLS
012820B	CENTURYLINK	79720	1/28/2020	1/28/2020	\$97.77			
					97.77	1051280	TELEPHONE	801-754-5293

**SANTAQUIN CITY CORPORATION**  
**Invoice Register - 1/20/2020 to 1/31/2020 - All Invoices**

1/31/2020

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013120	DOMINION ENERGY INC.	79727	1/31/2020	1/31/2020	\$4,307.38			
					1,225.07	1051270	UTILITIES	1205 N CENTER
					357.29	1051270	UTILITIES	200 S 400 W
					864.02	1051270	UTILITIES	275 W MAIN STREET
					672.82	1051270	UTILITIES	45 W 100 S
					810.89	1051270	UTILITIES	55 W 100 S
					306.50	1051270	UTILITIES	98 S CENTER STREET
					70.79	5240500	WRF - UTILITIES	1215 N Center St
1	MARK N. BAIR, MD	79664	1/21/2020	1/21/2020	\$500.00			
					500.00	7657211	EMS BILLING SERVICES EXP	OFF LINE MEDICAL DIRECTO
11881	OUT BACK GRAPHICS, LLC	79747	1/31/2020	1/31/2020	\$1,012.00			
					112.00	1041240	SUPPLIES	MAYOR SHIRTS
					900.00	1043610	OTHER SERVICES	COLOMBUS DAY EVENT
12201	OUT BACK GRAPHICS, LLC	79747	1/28/2020	1/28/2020	\$120.00			
					120.00	1048240	SUPPLIES	SHIRTS/JACKETS
	<b>Vendor Total:</b>				<b>\$1,132.00</b>			
12312019	UTAH STATE TAX COMMISSION	9999	1/29/2020	1/29/2020	\$8.99			
					8.99	1022458	POLICE DONATED FUNDS	T-shirt sales from 10/01/19 to 12
131512	INTERWEST INTERPRETING	79741	1/28/2020	1/28/2020	\$173.25			
					173.25	1042310	PROFESSIONAL & TECHNICA	SIGN LANGUAGE INTERPRET
1487	SX3 GUNS, LLC	79763	1/28/2020	1/28/2020	\$4,825.90			
					4,825.90	1054702	COMM ON CRIM & JUV JUST -	FIRE ARMS SUPPLIES
1580469	UTAH LOCAL GOVERNMENT TRUST	79669	1/21/2020	1/21/2020	\$187.40			
					187.40	1043510	INSURANCE AND BONDS	JANUARY
1580470	UTAH LOCAL GOVERNMENT TRUST	79669	1/21/2020	1/21/2020	\$4,773.82			
					4,773.82	1022250	WORKMENS COMPENSATION	JANUARY
	<b>Vendor Total:</b>				<b>\$4,961.22</b>			
16248	PARAMETRIX	79748	1/31/2020	1/31/2020	\$705.75			
					705.75	5940730	CAPITAL FACILITY PLAN UPD	MTP UPDATE
16375	A DEZIGN	79715	1/28/2020	1/28/2020	\$511.30			
					511.30	7657244	UNIFORMS	UNIFORMS
17-259	ROTH, MADELINE	79755	1/31/2020	1/31/2020	\$150.00			
					150.00	1022430	COURT FINES AND FORFEITU	RESTITUTION
18459	SKM INC	79760	1/31/2020	1/31/2020	\$201.25			
					201.25	5240550	WRF - EQUIPMENT MAINTEN	WATER SCADA MAINTENANC
1912	PAYSON & SANTAQUIN AREA CHAMB	79749	1/27/2020	1/27/2020	\$240.00			
					240.00	1041610	OTHER SERVICES	CHAMBER OF COMMERCE BA
19-2577	DELCO WESTERN	79666	1/21/2020	1/21/2020	\$1,550.30			
					1,550.30	5140240	SUPPLIES	WATER
20-006	FORENSIC NURSING SERVICES, INC	79731	1/28/2020	1/28/2020	\$130.00			
					130.00	1054311	PROFESSIONAL & TECHNICA	BLOOD, URINE, TRIAGE DRU
2020-0105	ALL PRO SECURITY, LLC	79717	1/27/2020	1/27/2020	\$510.00			
					510.00	1042310	PROFESSIONAL & TECHNICA	APS Deputy Constables for Justi
20A0350	CHEMTECH-FORD, INC	79721	1/31/2020	1/31/2020	\$80.00			
					80.00	5240310	PROFESSIONAL & TECHNICA	WRF
20A0722	CHEMTECH-FORD, INC	79721	1/31/2020	1/31/2020	\$80.00			
					80.00	5240310	PROFESSIONAL & TECHNICA	WRF
20A0726	CHEMTECH-FORD, INC	79721	1/31/2020	1/31/2020	\$100.00			
					100.00	5140310	PROFESSIONAL & TECHNICA	COLIERT AP

**SANTAQUIN CITY CORPORATION**  
**Invoice Register - 1/20/2020 to 1/31/2020 - All Invoices**

1/31/2020

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name.</u>	<u>Description</u>
	<b>Vendor Total:</b>				<b>\$260.00</b>			
24120	NIELSEN & SENIOR, ATTORNEYS	79745	1/28/2020	1/28/2020	\$19,447.02	1042331	LEGAL	CRIMINAL
2826	SKAGGS PUBLIC SAFETY UNIFORM	79759	1/28/2020	1/28/2020	\$438.91	1054240	SUPPLIES	BATTERIES, SWEATERS, JAC
291077	REDMOND MINERALS, INC	79753	1/27/2020	1/27/2020	\$1,360.80	1060240	SUPPLIES	SALT SUPPLIES FOR WINTER
334794	PAYSON AUTO SUPPLY - NAPA	79750	1/27/2020	1/27/2020	\$65.57	5240250	EQUIPMENT MAINTENANCE	3/8 STAINLESS
335160	PAYSON AUTO SUPPLY - NAPA	79750	1/27/2020	1/27/2020	\$57.48	1060250	EQUIPMENT MAINTENANCE	ADAPTER BRG HOUSING
335303	PAYSON AUTO SUPPLY - NAPA	79750	1/28/2020	1/28/2020	\$27.90	1060250	EQUIPMENT MAINTENANCE	PIAA
336366	PAYSON AUTO SUPPLY - NAPA	79750	1/31/2020	1/31/2020	\$23.78	5440240	SUPPLIES	SOCKET
336371	PAYSON AUTO SUPPLY - NAPA	79750	1/31/2020	1/31/2020	\$39.24	4140701	RELOCATION TO PW BUILDIN	TERMINAL ASSORTMENT/PRE
	<b>Vendor Total:</b>				<b>\$213.97</b>			
3436713987	STAPLES ADVANTAGE DEPT LA	79762	1/31/2020	1/31/2020	(\$10.06)	1043240	SUPPLIES	ADMIN OFFICE SUPPLIES
34624	TISCHNER FORD SALES, INC	79764	1/28/2020	1/28/2020	\$46.31	1054250	EQUIPMENT MAINTENANCE	OIL CHANGE - 2015 FORD EX
3510-2017	UTAH STATE LIBRARY	79767	1/28/2020	1/28/2020	\$183.00	7240240	SUPPLIES	CATEXPRESS PARTICIPATION
37551	FREEDOM MAILING SERVICES, INC	79733	1/31/2020	1/31/2020	\$1,932.47	5440240	SUPPLIES	JANUARY
41343	DC FROST ASSOCIATES, INC	79724	1/31/2020	1/31/2020	\$670.71	5240550	WRF - EQUIPMENT MAINTEN	WRF
429136941001	OFFICE DEPOT ADVANTAGE-3615985	79746	1/31/2020	1/31/2020	\$37.80	1043240	SUPPLIES	ADMIN OFFICE SUPPLIES - W
43539041	INGRAM BOOK GROUP	79740	1/28/2020	1/28/2020	\$390.16	7240210	BOOKS, SUBSCRIPTIONS & M	Books
43579317	INGRAM BOOK GROUP	79740	1/31/2020	1/31/2020	\$45.75	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
	<b>Vendor Total:</b>				<b>\$435.91</b>			
450_A_2331587	SKAGGS PUBLIC SAFETY UNIFORM	79759	1/28/2020	1/28/2020	\$848.12	1054740	CAPITAL-VEHICLES & EQUIP	VEST, PALADIN ULWII 2 CARRI
606086	MONSEN ENGINEERING INC		1/31/2020	1/31/2020	(\$167.50)	1048240	SUPPLIES	STATE-CONTRACT DISCOUNT
6240	PRIMA ENTERPRISES	79752	1/28/2020	1/28/2020	\$697.50	1051300	BUILDINGS & GROUND MAIN	MAYOR'S OFFICE DOOR LOC
7303872642	STAPLES ADVANTAGE DEPT LA	79762	1/28/2020	1/28/2020	\$15.69	1043240	SUPPLIES	ADMIN SUPPLIES
7303974688	STAPLES ADVANTAGE DEPT LA	79762	1/28/2020	1/28/2020	\$74.45	1043240	SUPPLIES	ADMIN SUPPLIES
7303983536	STAPLES ADVANTAGE DEPT LA	79762	1/28/2020	1/28/2020	\$8.22	1043240	SUPPLIES	ADMIN SUPPLIES

**SANTAQUIN CITY CORPORATION**  
**Invoice Register - 1/20/2020 to 1/31/2020 - All Invoices**

1/31/2020

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name.</u>	<u>Description</u>
7304185168	STAPLES ADVANTAGE DEPT LA	79762	1/31/2020	1/31/2020	\$31.19			
					31.19	1043240	SUPPLIES	ADMIN OFFICE SUPPLIES
7304185168-000	STAPLES ADVANTAGE DEPT LA	79762	1/31/2020	1/31/2020	\$57.77			
					57.77	1043240	SUPPLIES	ADMIN OFFICE SUPPLIES
7304186252	STAPLES ADVANTAGE DEPT LA	79762	1/31/2020	1/31/2020	\$4.88			
					4.88	1043240	SUPPLIES	ADMIN OFFICE SUPPLIES
	<b>Vendor Total:</b>				<b>\$192.20</b>			
7327083-021634	COLONIAL LIFE &	79722	1/28/2020	1/28/2020	\$126.09			
					126.09	1022505	SUPPLEMENTAL	LIFE INSURANCE PREMIUM -
9846875014	VERIZON WIRELESS		1/31/2020	1/31/2020	(\$24.91)			
					-24.91	1043280	TELEPHONE	ADMIN PHONE
ACCINV0023310	WATCH GUARD VIDEO - ENFORCEM	79769	1/28/2020	1/28/2020	\$180.00			
					180.00	1054250	EQUIPMENT MAINTENANCE	VISTA HD, SHIRT CLIP WI/ SLI
CASH BOND RE	THE CHURCH OF JESUS CHRIST OF	79665	1/21/2020	1/21/2020	\$67,773.02			
					45,744.09	1022450-031	(WNTY) LDS CHURCH (ON-SI	ON SITE WARRANTY BOND
					19,268.56	1022450-032	(WNTY) LDS CHURCH (OFF-SI	OFF SITE WARRANTY BOND
					2,760.37	1022450-033	(INSP) LDS CHURCH 350W 86	UNUSED INSPECTION FEES
CASH-BOND-01	MAVERIK, INC.	79742	1/28/2020	1/28/2020	\$39,149.91			
					26,448.81	1022450-072	(WNTY) MAVERIK [ONSITE]	ON-SITE IMPROVEMENTS
					-2,643.60	1022450-073	(INSP) MAVERIK [ONSITE]	SUBDIVISION INSPECTION FE
					2,643.60	1022450-074	(WNTY) MAVERIK [OFFSITE]	SUBDIVISION INSPECTION FE
					12,701.10	1022450-074	(WNTY) MAVERIK [OFFSITE]	OFF-SITE IMPROVEMENTS
CURA-012820	CENTRAL UTAH RECORDER ASSOCI	79719	1/28/2020	1/28/2020	\$50.00			
					50.00	1043210	BOOKS,SUBSCRIPTIONS,ME	CENTRAL UTAH RECORDERS
DEC19-1751A	350SWAG.COM	79714	1/27/2020	1/27/2020	\$1,108.28			
					1,108.28	7657132	EMPLOYEE RECOGNITIONS	32 OZ SWAG BOTTLES
DREW-HOFFMA	HYATT - ST. GEORGE	79739	1/31/2020	1/31/2020	\$632.45			
					25.80	1078230	EDUCATION,TRAINING & TRA	RURAL WATER ASSOC. OF UT
					606.65	5240230	EDUCATION, TRAINING & TRA	RURAL WATER ASSOC. OF UT
IMPACT-FEE-RE	HG UTAH 1, LLC	79735	1/31/2020	1/31/2020	\$15,299.20			
					2,624.00	5540800	SUMMIT RIDGE REIMBURSE	WATER IMPACT FEES
					5,299.20	5640800	SUMMIT RIDGE REIMBURSE	SEWER IMPACT FEES
					7,376.00	6040800	SUMMIT RIDGE REIMBURSE	IRRIGATION IMPACT FEES
PC-01-28-20	TOLMAN, JESSICA	79765	1/31/2020	1/31/2020	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 01-2
PC-01-28-2019	GUNNELL, BRADLEY DON	79734	1/31/2020	1/31/2020	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 01-2
PC-01-28-2020	ADCOCK, ARTHUR LEE	79716	1/31/2020	1/31/2020	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 01-2
PC-01-28-2020	WOOD, TREVOR	79770	1/31/2020	1/31/2020	\$25.00			
					25.00	1078310	PROFESSIONAL & TECHNICA	PLANNING COMMISSION 01-2
PR011820-13093	NEBO LODGE #45	79694	1/24/2020	1/24/2020	\$18.00			
					18.00	1022425	FOP DUES	FOP Dues (Nebo Lodge #45)
PR011820-266	SANTAQUIN CITY UTILITIES	79695	1/24/2020	1/24/2020	\$890.00			
					690.00	1022350	UTILITIES PAYABLE	Utilities
					200.00	1022350	UTILITIES PAYABLE	Cemetery
PR011820-361	UTAH STATE TAX COMMISSION	79768	1/24/2020	1/24/2020	\$5,087.46			
					5,087.46	1022230	STATE WITHHOLDING PAYAB	State Income Tax

**SANTAQUIN CITY CORPORATION**  
**Invoice Register - 1/20/2020 to 1/31/2020 - All Invoices**

1/31/2020

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PR011820-382	UTAH STATE RETIREMENT	9999	1/24/2020	1/24/2020	\$25,951.71			
					3,598.80	1022300	RETIREMENT PAYABLE	401K
					661.50	1022300	RETIREMENT PAYABLE	Roth IRA
					19,464.18	1022300	RETIREMENT PAYABLE	Retirement
					938.02	1022300	RETIREMENT PAYABLE	401K - Tier 1 Parity
					558.97	1022300	RETIREMENT PAYABLE	457
					730.24	1022325	RETIREMENT LOAN PAYMEN	Retirement Loan Payment
PR011820-383	EFTPS	9999	1/24/2020	1/24/2020	\$27,415.83			
					15,778.46	1022210	FICA PAYABLE	Social Security Tax
					3,690.30	1022210	FICA PAYABLE	Medicare Tax
					7,947.07	1022220	FEDERAL WITHHOLDING PAY	Federal Income Tax
PR011820-7076	UTAH COUNTY LODGE #31	79696	1/24/2020	1/24/2020	\$162.00			
					162.00	1022425	FOP DUES	FOP Dues (Ut County Lodge #3
PR011820-7171	CHILD SUPPORT SERVICES/ORS	79692	1/24/2020	1/24/2020	\$215.54			
					215.54	1022420	GARNISHMENTS	Garnishment - Child Support
PR011820-8708	ECMC - MN	79693	1/24/2020	1/24/2020	\$219.52			
					219.52	1022420	GARNISHMENTS	Garnishment
PRCMI0007581	JONES PAINT & GLASS	79772	1/31/2020	1/31/2020	\$1,005.00			
					1,005.00	1051300	BUILDINGS & GROUND MAIN	LIBRARY
Refund: 1510960	DR HORTON	79728	1/27/2020	1/27/2020	\$58.52			
					58.52	5113110	ACCOUNTS RECEIVABLE	Refund: 1510960 - DR HORTON
Refund: 3292871	TYLER, SETH & BARBARA	79766	1/29/2020	1/29/2020	\$45.87			
					45.87	5113110	ACCOUNTS RECEIVABLE	Refund: 3292871 - TYLER, SET
Refund: 372202	PETERSON, SHAWN & MICHELLE	79751	1/27/2020	1/27/2020	\$144.59			
					144.59	5113110	ACCOUNTS RECEIVABLE	Refund: 372202 - PETERSON,
Refund: 3731560	DEGRAFFENRIED, JIMMY	79725	1/27/2020	1/27/2020	\$60.46			
					60.46	5113110	ACCOUNTS RECEIVABLE	Refund: 3731560 - DEGRAFFE
Refund: 3737650	DEGRAFFENRIED, JIMMY	79726	1/27/2020	1/27/2020	\$67.68			
					67.68	5113110	ACCOUNTS RECEIVABLE	Refund: 3737650 - DEGRAFFE
Refund: 512301	FORMAN, JOLYNN & DOUGLAS	79732	1/27/2020	1/27/2020	\$0.52			
					0.52	5113110	ACCOUNTS RECEIVABLE	Refund: 512301 - FORMAN, JO
Refund: 6209560	SIERRA HOMES	79758	1/27/2020	1/27/2020	\$30.92			
					30.92	5113110	ACCOUNTS RECEIVABLE	Refund: 6209560 - SIERRA HO
Refund: 6209680	SIERRA HOMES	79757	1/27/2020	1/27/2020	\$43.28			
					43.28	5113110	ACCOUNTS RECEIVABLE	Refund: 6209680 - SIERRA HO
Refund: 954559	ATKIN, RICK*	79718	1/27/2020	1/27/2020	\$117.44			
					117.44	5113110	ACCOUNTS RECEIVABLE	Refund: 954559 - ATKIN, RICK*
REGISTRATION-	RURAL WATER ASSOCIATION OF UT	79756	1/31/2020	1/31/2020	\$665.00			
					345.40	1048230	EDUCATION, TRAINING, TRAV	RURAL WATER ASSOC. OF UT
					319.60	1078230	EDUCATION, TRAINING & TRA	RURAL WATER ASSOC. OF UT
REIMBURSE-01	HOFFMAN, DREW	79736	1/31/2020	1/31/2020	\$439.56			
					439.56	5240230	EDUCATION, TRAINING & TRA	RURAL WATER ASSOC. OF UT
REIMBURSE-01	HOOSER, BILL	79738	1/31/2020	1/31/2020	\$94.00			
					94.00	1054230	EDUCATION, TRAINING & TRA	PER DIEM - WORK TRIP IN MO
REIMBUSE-0127	MONTOYA, BETSY	79700	1/27/2020	1/27/2020	\$87.00			
					87.00	1041614	YOUTH CITY COUNCIL	MILAGE REIMBURSEMENT - Y
S103399689.001	MOUNTAINLAND SUPPLY	79744	1/31/2020	1/31/2020	\$217.77			
					217.77	5240550	WRF - EQUIPMENT MAINTEN	SEWER SUPPLIES



**SANTAQUIN CITY CORPORATION**  
**Invoice Register - 1/20/2020 to 1/31/2020 - All Invoices**

1/31/2020

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name.</u>	<u>Description</u>
S24419	SPRINKLER SUPPLY - SPANISH FOR	79761	1/31/2020	1/31/2020	\$52.56			
					52.56	5440240	SUPPLIES	CLORINATOR
SP090132	ERIKS NORTH AMERICA, INC	79729	1/27/2020	1/27/2020	\$41.98			
					41.98	5240550	WRF - EQUIPMENT MAINTEN	CAM 2" AA
WALMART-0121	WALMART BRC - GE CAPITAL RETAIL	79662	1/21/2020	1/21/2020	\$1,098.94			
					-31.84	1041610	OTHER SERVICES	CREDIT - RETURNED ITEMS
					14.82	1051240	SUPPLIES	FABRIC REFERSHER
					191.84	1054240	SUPPLIES	POLICE SUPPLIES - BATTERIE
					8.12	1054240	SUPPLIES	POLICE SUPPLIES - WATER/P
					27.24	6140335	MISC SUPPLIES	RECREATION SUPPLIES
					24.94	6140610	SOCCER EXPENSE	SOCCER
					269.70	6140650	WRESTLING	WRESTLING
					47.14	6140660	JR. JAZZ	BASKETBALL
					233.72	7240240	SUPPLIES	LIBRARY - VIZIO TV & SUPPLI
					82.08	7540480	FOOD	SENIOR CENTER FOOD
					12.72	7540480	FOOD	SENIOR CENTER FOOD
					170.26	7540480	FOOD	SENIOR CENTER FOOD
					48.20	7657240	FIRE - SUPPLIES	FIRE SUPPLIES
XC01242020-140	UTAH DIVISION OF WILDLIFE RESOU	79697	1/24/2020	1/24/2020	\$750.00			
					750.00	5940720	IMPACT FEES	UDWR EASEMENT
					<b>Total:</b>	<b>\$247,511.74</b>		
					19,468.76	1022210	<b>GL Account Summary</b>	
					7,947.07	1022220	FICA PAYABLE	
					5,087.46	1022230	FEDERAL WITHHOLDING PAY	
					4,773.82	1022250	STATE WITHHOLDING PAYAB	
					25,221.47	1022300	WORKMENS COMPENSATION	
					730.24	1022325	RETIREMENT PAYABLE	
					890.00	1022350	RETIREMENT LOAN PAYMEN	
					435.06	1022420	UTILITIES PAYABLE	
					180.00	1022425	GARNISHMENTS	
					150.00	1022430	FOP DUES	
					45,744.09	1022450-031	COURT FINES AND FORFEITU	
					19,268.56	1022450-032	(WNTY) LDS CHURCH (ON-SI	
					2,760.37	1022450-033	(WNTY) LDS CHURCH (OFF-SI	
					26,448.81	1022450-072	(INSP) LDS CHURCH 350W 86	
					-2,643.60	1022450-073	(WNTY) MAVERIK [ONSITE]	
					15,344.70	1022450-074	(INSP) MAVERIK [ONSITE]	
					8.99	1022458	(WNTY) MAVERIK [OFFSITE]	
					297.16	1022502	POLICE DONATED FUNDS	
					7,419.50	1022503	FSA	
					126.09	1022505	HSA	
					112.00	1041240	SUPPLEMENTAL	
					208.16	1041610	SUPPLIES	
					87.00	1041614	OTHER SERVICES	
					683.25	1042310	YOUTH CITY COUNCIL	
					20,097.02	1042331	PROFESSIONAL & TECHNICA	
					50.00	1043210	LEGAL	
					386.15	1043240	BOOKS,SUBSCRIPTIONS,ME	
					-24.91	1043280	SUPPLIES	
					54.75	1043310	TELEPHONE	
					100.00	1043480	PROFESSIONAL & TECHNICA	
					187.40	1043510	EMPLOYEE RECOGNITIONS	
					912.28	1043610	INSURANCE AND BONDS	
					345.40	1048230	OTHER SERVICES	
							EDUCATION, TRAINING, TRAV	

**SANTAQUIN CITY CORPORATION**  
**Invoice Register - 1/20/2020 to 1/31/2020 - All Invoices**

1/31/2020

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					-47.50	1048240	SUPPLIES	
					14.82	1051240	SUPPLIES	
					4,236.59	1051270	UTILITIES	
					263.04	1051280	TELEPHONE	
					1,757.47	1051300	BUILDINGS & GROUND MAIN	
					94.00	1054230	EDUCATION, TRAINING & TRA	
					666.50	1054240	SUPPLIES	
					226.31	1054250	EQUIPMENT MAINTENANCE	
					130.00	1054311	PROFESSIONAL & TECHNICA	
					4,825.90	1054702	COMM ON CRIM & JUV JUST -	
					848.12	1054740	CAPITAL-VEHICLES & EQUIP	
					1,360.80	1060240	SUPPLIES	
					85.38	1060250	EQUIPMENT MAINTENANCE	
					345.40	1078230	EDUCATION, TRAINING & TRA	
					100.00	1078310	PROFESSIONAL & TECHNICA	
					<b>217,763.88</b>		<b>Total</b>	
					90.51	4140701	RELOCATION TO PW BUILDIN	
					61.40	4140703	RECREATION CENTER BALLO	
					<b>151.91</b>		<b>Total</b>	
					569.28	5113110	ACCOUNTS RECEIVABLE	
					1,260.81	5140230	EDUCATION, TRAINING & TRA	
					2,435.91	5140240	SUPPLIES	
					100.00	5140310	PROFESSIONAL & TECHNICA	
					<b>4,366.00</b>		<b>Total</b>	
					1,046.21	5240230	EDUCATION, TRAINING & TRA	
					125.84	5240240	SUPPLIES	
					65.57	5240250	EQUIPMENT MAINTENANCE	
					160.00	5240310	PROFESSIONAL & TECHNICA	
					70.79	5240500	WRF - UTILITIES	
					68.26	5240520	WRF - SUPPLIES	
					1,131.71	5240550	WRF - EQUIPMENT MAINTEN	
					<b>2,668.38</b>		<b>Total</b>	
					2,008.81	5440240	SUPPLIES	
					2,624.00	5540800	SUMMIT RIDGE REIMBURSE	
					5,299.20	5640800	SUMMIT RIDGE REIMBURSE	
					750.00	5940720	IMPACT FEES	
					705.75	5940730	CAPITAL FACILITY PLAN UPD	
					<b>1,455.75</b>		<b>Total</b>	
					7,376.00	6040800	SUMMIT RIDGE REIMBURSE	
					27.24	6140335	MISC SUPPLIES	
					24.94	6140610	SOCCER EXPENSE	
					269.70	6140650	WRESTLING	
					47.14	6140660	JR. JAZZ	
					<b>369.02</b>		<b>Total</b>	
					435.91	7240210	BOOKS, SUBSCRIPTIONS & M	
					523.66	7240240	SUPPLIES	
					<b>959.57</b>		<b>Total</b>	
					13.99	7540240	SUPPLIES	

**SANTAQUIN CITY CORPORATION**  
**Invoice Register - 1/20/2020 to 1/31/2020 - All Invoices**

1/31/2020

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					265.06	7540480	FOOD	
					<b>279.05</b>		<b>Total</b>	
					1,108.28	7657132	EMPLOYEE RECOGNITIONS	
					500.00	7657211	EMS BILLING SERVICES EXP	
					48.20	7657240	FIRE - SUPPLIES	
					511.30	7657244	UNIFORMS	
					12.39	7657250	EQUIPMENT MAINTENANCE	
					<b>2,180.17</b>		<b>Total</b>	
					10.00	824410.450	Expenses	
					<b>\$247,511.74</b>		<b>GL Account Summary Total</b>	

# MEMO



To: Mayor Hunsaker and City Council  
From: Jason Bond, Community Development Director  
Date: February 4, 2020  
Re: **Employee Out of State Training (EduCODE International Conference & Expo 2020)**

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Santaquin City Building Official (Randy Spadafora) ask that the Santaquin City Council approve his attendance at the annual EduCODE International Conference and Expo in Las Vegas, Nevada. This opportunity will provide our Building Official a chance to receive some of the best educational training in the country related to building code which also satisfies the requirement to obtain Continuing Education Units (CEU) which are required for maintaining building inspection certifications.

The cost of this training can be sufficiently funded for in accordance with the approved 2019-2020 budget for building inspection education, travel and training. Their attendance also correlates with goals and objectives of Santaquin City which is to “encourage a highly motivated and well-trained municipal workforce”.

## **COST PER EMPLOYEE:**

Registration:	\$800.00
Hotel (5 nights):	\$350.25
Mileage:	\$384.78
Meals:	Federal Per Diem Rate



## **RESOLUTION 02-01-2020**

### **A RESOLUTION APPROVING A THIRD AMENDMENT TO THE AHLIN ANNEXATION AND DEVELOPMENT AGREEMENT WITH FORESTAR (USA) REAL ESTATE INC. REGARDING THE SETBACK MODIFICATIONS FOR THE FOOTHILL VILLAGE DEVELOPMENT**

**BE IT HEREBY RESOLVED:**

**SECTION 1:** The attached document represents an amendment to the Ahlin Annexation and Development Agreement with Forestar (USA) Real Estate Inc. related to the Foothill Village Development.

**SECTION 2:** This Resolution shall become effective upon passage.

Approved on this 4th day of February 2020.

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Kirk F. Hunsaker, Mayor

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K. Aaron Shirley, City Recorder

**THIRD AMENDMENT TO  
AHLIN ANNEXATION AND DEVELOPMENT AGREEMENT**

THIS THIRD AMENDMENT TO AHLIN ANNEXATION AND DEVELOPMENT AGREEMENT (the “Amendment”) is entered into as of the \_\_\_\_\_ day of February, 2020 by and between DR Horton, LLC., herein referred to as (“DR Horton”) and SANTAQUIN CITY, a fourth class city of the State of Utah (“City” or “Santaquin”) (together, the “Parties”).

**RECITALS**

A. WHEREAS, the Annexation and Development Agreement for the Ahlin Annexation Project Area (the “Development Agreement”) was entered into October 18, 2000 and was recorded in the official records of the Utah County Recorder December 11, 2000 as Entry No. 97996:2000; and

B. WHEREAS, the First Amendment to the Development Agreement (the “First Amendment”) was entered into March 5, 2014 and was recorded in the official records of the Utah County Recorder March 6, 2014 as Entry No. 15215:2014; and

C. WHEREAS, the Second Amendment to the Development Agreement (the “Second Amendment”) was entered into January 5, 2019 and was recorded in the official records of the Utah County Recorder as Entry No. 12603:2019; and

D. WHEREAS, DR Horton has acquired title to all of the undeveloped real property that is described in the Development Agreement, except for approximately 24 acres that contains the City’s Pressurized Irrigation Pond (“the Land”); and

C. WHEREAS, the Parties desire to enter into this Amendment to clarify and modify certain development parameters for the Land as more particularly set forth herein; and

D. WHEREAS, the Parties acknowledge that this Amendment does not modify any provisions of the Amended Agreement affecting any part of the Ahlin Annexation other than the Land; and

E. WHEREAS, DR Horton has agreed to cooperate with the City as reasonably necessary to comply with the terms of the Amended Agreement and this Third Amendment, and agree to be bound by the terms of this Third Amendment, as evidenced by their signatures below; and

F. WHEREAS, DR Horton intends to take all steps necessary to develop the Land according to the Amended Agreement and this Third Amendment; and

G. WHEREAS, this Amendment shall modify the Amended Agreement with respect to the Land only as specifically set forth herein, and all provisions of the

Amended Agreement which are not specifically amended herein shall continue in full force and effect.

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 Amendment that is not otherwise defined herein shall have the meaning given in the Amended Agreement. Terms defined herein are as follows:

1.1 **“Amended Agreement”** means the Development Agreement, together with the First Amendment to the Development Agreement and the Second Amendment to the Development Agreement, as identified above.

1.2 **“Developer”** means any individual or entity, its assigns and successors in interest, whether in whole or in part, which may or may not include an Owner, that seeks approval of a final plat for subdivision of development of all or any portion of the Land or the establishment of any Project.

1.3 **“Frontage Road”** means the road that is described in the Development Agreement that is to be constructed on the Land and adjacent to I-15 and which shall run from Center Street/Canyon Road to the South Santaquin Exit to I-15 (Exit 242).

1.4 **“Owner”** for purposes of this Amendment means DR Horton who owns all of the Land.

## SECTION II. SPECIFIC AMENDMENTS

The Amended Agreement shall be specifically amended as follows:

2.1 **Subdivision Setbacks.** The Parties agree that the subdivision setback requirements in the future development of the Land are hereby modified to reduce the minimum front setback requirement for residential lots with a depth of one hundred ten (110) feet or less, from thirty (30) feet to twenty (20) feet as depicted in the diagram titled “Foothill Village – Setbacks,” which is attached hereto as Exhibit A. The depth of a lot shall be measured from the front property line to the rear property line, except in determining lot depth measurements of corner lots, the measurements shall be taken to and from the point created by the extension of the corner lot's streetside property lines to their intersection.

2.2 **Off-Street Parking.** In partial consideration of the modification of the setback requirements outlined in section 2.1 above, the Parties agree that prior to issuance



of a certificate of occupancy for any structure that does not include a three-car garage and is constructed on a residential lot with any setback that has been reduced pursuant to Section 2.1, Owner shall construct a third car driveway on the lot to provide for parking a third vehicle. The third car driveway shall be constructed of compacted road base, asphalt, concrete, or other hard surface approved by the City.

**2.3 Construction of North Frontage Road.** The Parties agree that, although not part of the Amended Agreement, the construction of that portion of the Frontage Road from the Land to Center Street/Canyon Road (“the North Frontage Road”) will significantly benefit both DR Horton and the City, by improving accessibility, traffic flow and the health, safety and welfare of the residents of the City; and therefore agree to cooperate in the acquisition of property, design and construction of the North Frontage Road.

**2.3.1 City Responsibilities.** The City will acquire sufficient real property, rights-of-way and easements necessary to the construction of the North Frontage Road; and will arrange and pay for all costs of the engineering and design.

**2.3.2 DR Horton Responsibilities.** DR Horton will assume all responsibilities for construction of the North Frontage Road in compliance with the drawings and specifications provided by the City.

**2.3.3 Reimbursement of Costs.** City shall reimburse DR Horton for costs incurred by DR Horton in the construction of the North Frontage Road through Transportation Impact Fees. The Parties agree to negotiate in good faith the specific terms of such reimbursement.

**2.4 Indemnification.** Owners hereby agree to indemnify and hold harmless the City and its officers, agents and employs from any and all damages and claims of third parties arising from or related to this Amendment.

**2.5 City Improvements.** All improvements constructed on the Land shall comply with all applicable City and State regulations.

### **SECTION III. MISCELLANEOUS**

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

**3.2 Indemnification.** Owners hereby agree to indemnify and hold harmless the City and its officers, agents and employs from any and all damages and claims of third parties arising from or related to this Amendment.

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

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

3.5 **Further Assurances, Documents and Acts.** Each Party hereto 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 Amendment and the actions contemplated hereby. All provisions and requirements of this Amendment shall be carried out by each Party as allowed by law.

3.6 **Assignment.** Neither this Amendment nor any of the provisions, terms or conditions hereof can be assigned by the Developer or the Owner to any other party, individual or entity without assigning the rights as well as the obligations under this Amendment and complying with the other provisions herein concerning assignments. The rights of the City under this Amendment shall not be assigned, but the City is authorized to enter into a contract with a third party to perform obligations of the City to operate and maintain any infrastructure improvement so long as such party adequately and reasonably maintains and operates such facility or improvement.

3.7 **Amendment to Run with the Land.** A Memorandum of this Amendment shall be recorded against the Land and shall be deemed to run with the land.

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

arbitration or mediation shall be entitled to reimbursement of attorneys' fees and costs incurred in said action. In the event any dispute arising hereunder is not resolved through mediation, the parties to that dispute may pursue any other remedy allowed by law.

3.9 **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:

With a copy to:

K. Aaron Shirley	Nielsen & Senior
Santaquin City Recorder	1145 South 800 East, Suite 110
275 West Main Street	Orem, Utah 84097
Santaquin, Utah 84655	Email: bbr@ns-law.com
Facsimile: (801) 754-3526	Attention: Brett B. Rich

If to DR Horton, LLC. to:

With a copy to:


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

3.11 **Counterparts and Exhibits.** This Third Amendment may be executed in duplicate counterparts, each of which is deemed to be an original. This Amendment consists of \_\_\_\_ ( ) pages, and an additional one (1) exhibit, which together constitute the entire understanding and agreement of the Parties to this Amendment. The following exhibits are attached to this Amendment and incorporated herein for all purposes:

Exhibit A      Foothill Village - Setbacks

3.12 **Duration.** This Amendment shall continue in force and effect until all obligations under the Development Agreement relating to the Land have been satisfied.

3.13 **Acknowledgment.** By its signature below Owner acknowledges that the property owned by such Owner at the time of execution of this Amendment shall be subject to all of the terms and conditions of this Amendment upon execution by all Parties.

(Signature Page on Next Page)

IN WITNESS WHEREOF, this Amendment has been executed by the Parties by duly authorized persons, by the City of Santaquin, acting by and through its City Council and by DK Horton, LLC, by a duly authorized representative as of the \_\_\_\_ day of \_\_\_\_\_, 2020.

**SANTAQUIN CITY**

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

ATTEST:

By: \_\_\_\_\_  
K. Aaron Shirley, City Recorder

**DR HORTON, LLC:**

By: \_\_\_\_\_  
, Manager

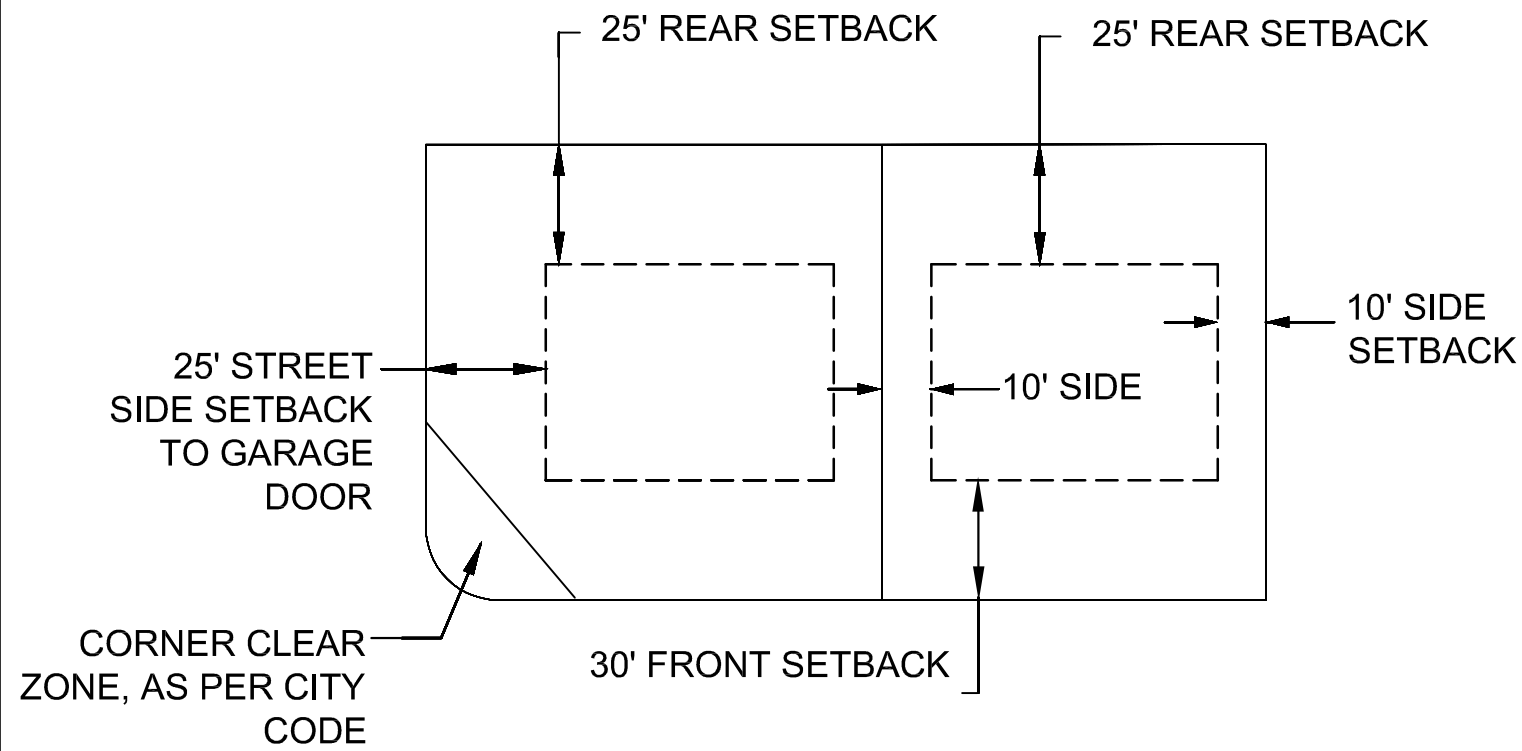
STATE OF UTAH )  
:ss  
COUNTY OF UTAH )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me \_\_\_\_\_, personally known to me, who after being duly sworn acknowledged to me that he executed this document with the authorization of, and on behalf of, DK Horton, LLC.

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

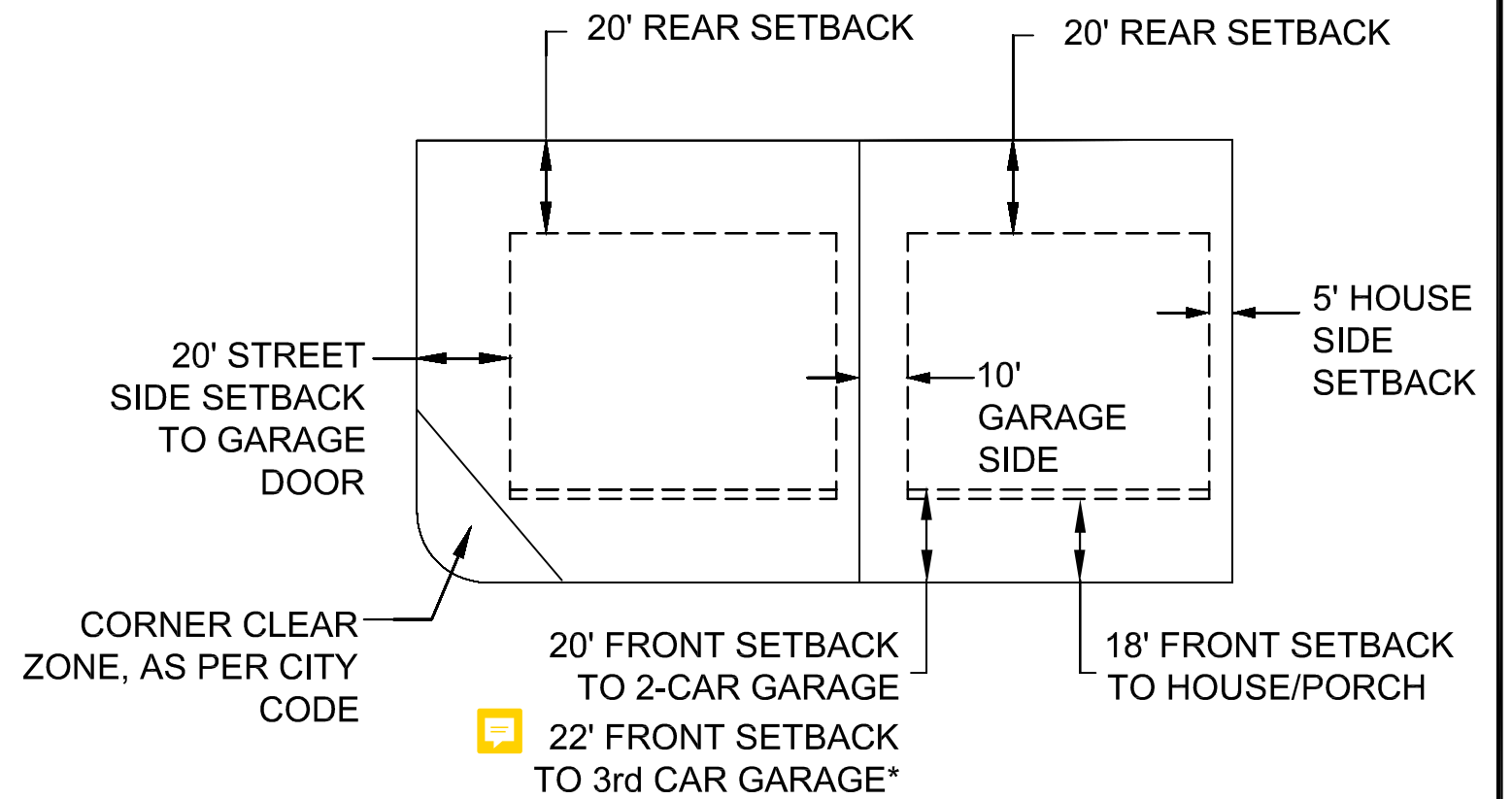
## **BUILDING SETBACKS (MINIMUM)**

FOR LOTS GREATER THAN 110' IN DEPTH



## **BUILDING SETBACKS (MINIMUM)**

FOR LOTS 110' OR LESS IN DEPTH



\* NOTE:  
IF A 3rd CAR GARAGE IS NOT BUILT, THEN A 3rd CAR DRIVEWAY WILL BE BUILT OF COMPACTED ROAD BASE TO PROVIDE PARKING FOR AN ADDITIONAL VEHICLE.

# FOOTHILL VILLAGE - SETBACKS

\*REVISED PER LOT DEPTH

**D·R·HORTON**  
*America's Builder*  
12351 S. GATEWAY PARK PLACE, SUITE D100, DRAPER UTAH 84020  
Fax (801) 571-7102

01.28.2020  
SCALE: NTS



## **RESOLUTION 02-02-2020**

### **A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH HEELIS TOWNHOMES, LLC, A UTAH LIMITED LIABILITY COMPANY, REGARDING THE HEELIS FARMS TOWNHOME DEVELOPMENT**

**BE IT HEREBY RESOLVED:**

**SECTION 1:** The attached document represents a Development Agreement with Heelis Townhomes, LLC, a Utah limited liability company, regarding the Heelis Farms Townhome development

**SECTION 2:** This Resolution shall become effective upon passage.

Approved on this 4th day of February 2020.

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Kirk F. Hunsaker, Mayor

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K. Aaron Shirley, City Recorder



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

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

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Parcel No's. 32-003-0055, 32-003-0056, & 32-003-0066,

**AGREEMENT**

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of February, 2020 (the “**Effective Date**”), by and between the City of Santaquin, Utah, a municipality and political subdivision of the State of Utah, hereinafter (“**City**”) and Heelis Townhomes LLC, a Utah limited liability company (“**Heelis Townhomes LLC**”). City and Heelis Townhomes LLC may be hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS:**

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

B. **WHEREAS**, Heelis Townhomes LLC owns approximately 3.91 acres of property located at approximately 400 East and 200 North in Santaquin City; and

C. **WHEREAS**, on November 19, 2019, the above reference real property owned by Heelis Townhomes LLC was conditionally approved to be rezoned, with approximately 2.23 acres from Residential - 10, R-10 (Santaquin City Code § 10-7B-1) to Residential – 8, R-8 (Santaquin City Code § 10-7A-1), and approximately 1.68 acres from Residential – 10, R-10 to Main Street Residential (Santaquin City Code § 10-7M-11) (“**MSR zone**”) subject to the approval of a Development Agreement by the City Council no later than November 20, 2020; and

D. **WHEREAS**, the Parties desire to cooperate in the planning and approval of a Subdivision Plan, for the purpose of encouraging an attractive and useful development that complies with the provisions of the R-8 and MSR zones; and

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

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

## 1. DEFINITIONS

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

- 1.1. “**Applicable Law**” shall have the meaning set forth in Section 3.6 of this Agreement.
- 1.2. “**Approval Date**” shall mean the date the City Council approves this Agreement.
- 1.3. “**Changes in the Law**” shall have the meaning set forth in Section 3.7 of this Agreement.
- 1.4. “**Development Phase**” means a portion of the Property for which a complete application for development is filed hereunder.
- 1.5. “**Development Standards**” means the Santaquin City Construction Standards and Specifications, and Santaquin City Code, as adopted by the City Council, including any amendments thereto, a copy of which is on file at the Community Development Department and may be reviewed during regular business hours.
- 1.6. “**Effective Date**” shall have the meaning set forth in the introductory paragraph preceding the Recitals.
- 1.7. “**Future Laws**” means the laws, ordinances, policies, standards, guidelines, directives, procedures and processing fee schedules of City which may be in effect in the future at any time when a complete application for a Development Phase is submitted and which may or may not apply to such application based upon the terms of this Agreement.
- 1.8. “**Phase**” means any portion of the Property for which a complete application is submitted for development of all or part of the separate single family and multi-family (townhome) residential buildings consisting of a total of 28 lots (20 Townhomes, 8 Single Family Homes) units materially consistent with Exhibit B.
- 1.9. “**Property**” unless otherwise indicated in this Agreement, means all of the 1.68 acres of real property that was conditionally approved for inclusion in the MSR zone, which is more particularly described in Exhibit A.
- 1.10. “**Subdivision Plan**” means the conceptual plan for the development of the Property titled: Subdivision Concept Plan and Amenities, a copy of which is attached hereto as Exhibit B.
- 1.11. “**Term**” shall have the meaning set forth in 4.11 of this Agreement.

## 2. GENERAL RIGHTS AND RESPONSIBILITIES

## 2.1. **General Rights and Responsibilities of Heelis Townhomes LLC.**

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

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

2.1.3. **Dedications to the City.** The Parties anticipate dedication of the Property to the City in the form of required Rights-of-Way (ROW). All taxes due or accrued on Rights-of-Way dedicated to the City pursuant to this section at the time of execution of the Agreement and in the future shall be paid by Heelis Townhomes LLC. Dedication of any water rights or shares shall be determined in accordance with established Santaquin City water dedication requirements.

2.1.4. **Statement Regarding "Compelling, Countervailing Public Interests."** The Parties acknowledge that they are familiar with the "compelling, countervailing

public interest” test that is generally an exception to the doctrine of vested rights in the State of Utah.

- 2.1.4.1. The City acknowledges that as of the Effective Date, to the best of its knowledge, information and belief, the City is presently unaware of any material facts under which a desire of the City to modify Heelis Townhomes LLC rights under this Agreement would be justified by a “compelling, countervailing public interest.”
- 2.1.4.2. If, however, it should be determined that there did, in fact, exist, as of the Effective Date, material facts consistent with the exceptions to the vested rights doctrine as set forth in Western Land Equities, Inc. v. City of Logan, 617 P.2d 388 (Utah, 1988), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law, under which modification of the Heelis Townhomes LLC rights under this Agreement would be justified by a “compelling, countervailing public interest,” Heelis Townhomes LLC acknowledges that it neither has nor had any vested rights as to any matter arising from or affected by any material facts of which the City was not or could not have been aware as of the Effective Date.
- 2.1.5. **Construction Mitigation.** Heelis Townhomes LLC shall provide the following measures, all to the reasonable satisfaction of the City’s Engineer, to mitigate the impact of construction within its Phase. Heelis Townhomes LLC shall also adhere to the usual construction impact mitigation measures required by the City. Additional reasonable site-specific mitigation measures may be required. The following measures shall be included in each application for development of any Development Phase:
  - 2.1.5.1. Protection of existing infrastructure improvements from abuse or damage while new infrastructure improvements are being constructed.
  - 2.1.5.2. Mitigation for dust control to protect adjacent properties including orchards located in the vicinity.
- 2.1.6. **Construction of Improvements.** Heelis Townhomes LLC submitted a Subdivision Plan to the City describing its plan for development of the Property (the “**Subdivision Plan**”) Exhibit B, on November 19, 2019. Final engineering and architectural plans will be submitted to the City and all required approvals for final plans will be properly reviewed and approved if proposed plans meet all requirements herein and all requirements of Development Standards. All utilities necessary for the development of the Property as per final engineering to be approved by the City, shall be constructed by Heelis Townhomes LLC, in compliance with the Development Standards. Notwithstanding the foregoing, Heelis Townhomes LLC shall also provide the City with complete plans and specifications for the construction of each roadway indicated within the Site Plan.

**2.1.7. Phasing/Timing of Construction of Amenities/Property Management.** The Property may be developed in phases with appropriate parking for each phase, phasing may occur one building at a time. All noted amenities listed on the Subdivision Plan shall be included in any final plan approvals. The tot lot shall be built before commencement of construction of the 11th residential unit. In developing each phase, Heelis Townhomes LLC shall ensure the logical development through each phase, all in conformance with the requirements of this Agreement and the Development Standards in effect when the complete application is filed. The maintenance of the amenities, common space, streets within the Subdivision Plan, procedures for dealing with emergencies, insurance, and other property management issues shall be set forth in CCR's, HOA, or other management protocols that may be submitted by Heelis Townhomes LLC and required by Santaquin City Code § 10-7M-11(K).

2.1.7.1. A proportional (per unit) amount of cash bonding for all amenities, including the tot lot, shall be paid to the City with each building permit or phase and deposited into a non-interest bearing account to be held by the City until said amenities are completed per approved plans. Upon completion of each amenity per approved plans, partial release of this cash bonding may be released upon written request as provided in the Santaquin City Code.

2.1.7.2. Each individual phase must stand independent of any future onsite or Rights-of-Way improvements, including but not limited to; parking, public and or private access, emergency ingress and egress, staging for future phases, etc.

**2.1.8. Compliance with City Requirements and Standards and City Code.** The Parties agree that notwithstanding any contrary provision of this agreement, any development of the real property owned by Heelis Townhomes LLC that was conditionally approved for inclusion in the R-8 zone, will be subject to the laws and ordinances governing that zone at the time a complete application for development is submitted to the City. Heelis Townhomes LLC expressly acknowledges that nothing in this Agreement shall be deemed to relieve Heelis Townhomes LLC from its obligations to comply with all applicable requirements of the City necessary for approval and payment of all applicable fees for a Phase in effect at the time of development approval, including the payment of unpaid fees, the approval of plats and site plans, the approval of building permits and construction permits, and compliance with all applicable building, electrical, mechanical, plumbing, and fire codes, and other City ordinances relating to the placement and construction of the proposed structure, that are in effect at the time the person files with the City a complete application.

## **2.2. General Rights and Responsibilities of the City.**

2.2.1. **Reserved Legislative Powers.** This Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development. The City acknowledges, however, that any exercise of its legislative or police powers which alters or modifies this Agreement to Heelis Townhomes

LLC detriment may render the City liable to such remedies as may be available to Heelis Townhomes LLC under such circumstances.

2.2.2. **Construction of Improvements on City Property.** All infrastructure improvements for the development of the Property shall be constructed by and except as otherwise specifically described herein shall be the sole responsibility of Heelis Townhomes LLC. Utility access in City streets shall comply with Design Standards.

2.2.3. **City Streets and Rights-Of-Way.** The Parties acknowledge and agree that a portion of the required improvements along 200 North and 400 East have been constructed by the adjacent property owner CJM, LLP (Utah County Parcel Numbers: 32:003:0011 & 32:003:0120). All remaining construction of improvements for 200 North and 400 East within and along the frontage of Heelis Townhomes LLC property along 400 East and 200 North are the responsibility of Heelis Townhomes LLC. The Parties agree that all improvements to 200 North Street necessary for the development of the Property are the sole responsibility of Heelis Development LLC.

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

### **3. GENERAL PROVISIONS**

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

3.2. **Transfer of Property.** Heelis Townhomes LLC shall have the right to assign or transfer all or any portion of its rights and obligations under this Agreement, only upon written approval of the City, which approval shall not unreasonably be withheld. Heelis Townhomes LLC shall provide written notice to the City of any completed assignment or transfer. In the event of an assignment, the transferee shall succeed to all of Heelis Townhomes LLC rights and obligations under this Agreement.

- 3.3. **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that: (i) development of the Property is a private development; (ii) City and Heelis Townhomes LLC hereby renounce the existence of any form of agency relationship, joint venture or partnership among City and Heelis Townhomes LLC, or any of Heelis Townhomes LLC successors in interest and assigns; and (iii) nothing contained herein shall be construed as creating any such relationship between City and Heelis Townhomes LLC.
- 3.4. **Consent.** In the event this Agreement provides for consent from the City, or Heelis Townhomes LLC, such consent shall be deemed to be given thirty (30) days after consent is requested in writing in the event no response to the request is received within that period. All requests for consent shall be made in writing, and in no event shall consent be unreasonably withheld or delayed. City will use reasonable efforts to process any application for a Development Phase promptly.
- 3.5. **Legal Challenges.** In the event that any person challenges this Agreement or the development contemplated herein, upon request by Heelis Townhomes LLC, or with notice to Heelis Townhomes LLC and Heelis Townhomes LLC consent or acquiescence, the City may undertake to defend this Agreement or the development. In such a case where Heelis Townhomes LLC formally consents in writing, Heelis Townhomes LLC agrees that it shall be liable for all legal fees, including attorneys' fees, expenses, and/or court costs incurred by the City upon presentation to Heelis Townhomes LLC of an itemized list of costs, expenses, and fees.
- 3.6. **Applicable Law.** Unless otherwise provided herein, the rules, regulations, official policies, standards and specifications applicable to the development of the Property (the "**Applicable Law**") shall be those rules, regulations, official policies, standards and specifications, including City ordinances and resolutions, in force and effect on the date of submission of a complete application for development.
- 3.7. **State and Federal Law.** Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("**Changes in the Law**") applicable to the Property. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary, to comply with the Changes in the Law.

#### 4. MISCELLANEOUS

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



- 4.2. **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive.
- 4.3. **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
- 4.4. **Construction.** This Agreement has been reviewed and revised by legal counsel for Heelis Townhomes LLC and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.
- 4.5. **Further Assurances, Documents, and Acts.** Each of the Parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents, and to take all further actions reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.
- 4.6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by Heelis Townhomes LLC to any other party, individual or entity without assigning the rights as well as the obligations under this Agreement. The rights of the City under this Agreement shall not be assigned.
- 4.7. **Governing Law, and Dispute Resolution, and Attorney’s Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
- 4.7.1. **Mediation.** Any and all disputes arising out of or related to this Agreement or the Parties’ performance hereunder shall be submitted to mediation before a mutually-acceptable mediator prior to initiation of litigation or any other binding or adjudicative dispute resolution process. The Parties shall: (i) mediate in good faith; (ii) exchange all documents which each believes to be relevant and material to the issue(s) in dispute; (iii) exchange written position papers stating their position on the dispute(s) and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the dispute(s), and; (iv) engage and cooperate in such further discovery as the Parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the Parties. Venue of the mediation shall be the State of Utah. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed by a court of competent jurisdiction. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation. The prevailing Party in any action to enforce in whole or in part this mediation clause or in any subsequent arbitration or mediation shall be entitled to reimbursement of attorneys’ fees and costs incurred in said action.

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

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

Heelis Townhomes LLC: Heelis Townhomes LLC  
30 East Deer Meadow Cir.  
Woodland Hills, Utah 84653

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

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

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

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

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

Exhibit A	Legal Description of the Property
Exhibit B	Subdivision Concept Plan and Amenities

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

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

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

4.12.2. **Bodily Injury and Property Damage Insurance.** Heelis Townhomes LLC agrees to and shall indemnify and hold the City and its elected and appointed boards, officers, agents, employees, and consultants harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys’ fees and

court costs) arising from or as a result of the death of any person, or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person, directly or indirectly caused by any acts done thereon or any errors or omissions of Heelis Townhomes LLC or its agents, servants, employees, or contractors, except for willful misconduct or negligent acts or omissions of the City or its elected and appointed boards, officers, agents, employees, and consultants.

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

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

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

Heelis Townhomes LLC

**By:** \_\_\_\_\_  
[Print Name], [Title]

STATE OF UTAH     )  
                                  :ss  
COUNTY OF UTAH    )

On this \_\_\_\_ day of February, 2020, personally appeared before me \_\_\_\_\_, who after being duly sworn, stated that he is a Member of Heelis Townhomes LLC; that he is authorized by the same to execute, and that he did execute, the foregoing Agreement.

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

**CITY OF SANTAQUIN**

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

**ATTEST:**

\_\_\_\_\_  
**K. Aaron Shirley, City Recorder**

**EXHIBIT A**

Legal Description of the Property

**Degraffenreid Description for Townhomes Parcel:**

A parcel of land lying in the Northeast Quarter of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian and being further described as follows:

Beginning at a point in an existing fence on the East side of 400 East Street, Santaquin, Utah, which point lies South  $0^{\circ}30'42''$  East 1195.19 feet along the Quarter Section Line and East 6.66 feet from the North 1/4 Corner of Section 1, Township 10 South, Range 1 East, Salt Lake Base and Meridian; and running thence South  $0^{\circ}10'07''$  East 219.39 feet along said fence; thence South  $89^{\circ}35'44''$  East 321.54 feet along a fence on the North side of 200 North Street; thence North  $2^{\circ}42'52''$  East 223.80 feet along an existing fence; thence North  $88^{\circ}03'22''$  West 137.48 feet along an existing fence; thence South  $85^{\circ}46'57''$  West 89.06 feet; thence West 106.56 feet to the point of beginning. Containing 1.68 acres.

DRAFT

## EXHIBIT B

### Subdivision Concept Plan and Amenities



Playground will be similar to this is style featuring:

- Slide
- Swings
- Monkey bars
- Covered Platform

Gazebo will be a minimum of 14x12 and will be similar in design to this one.

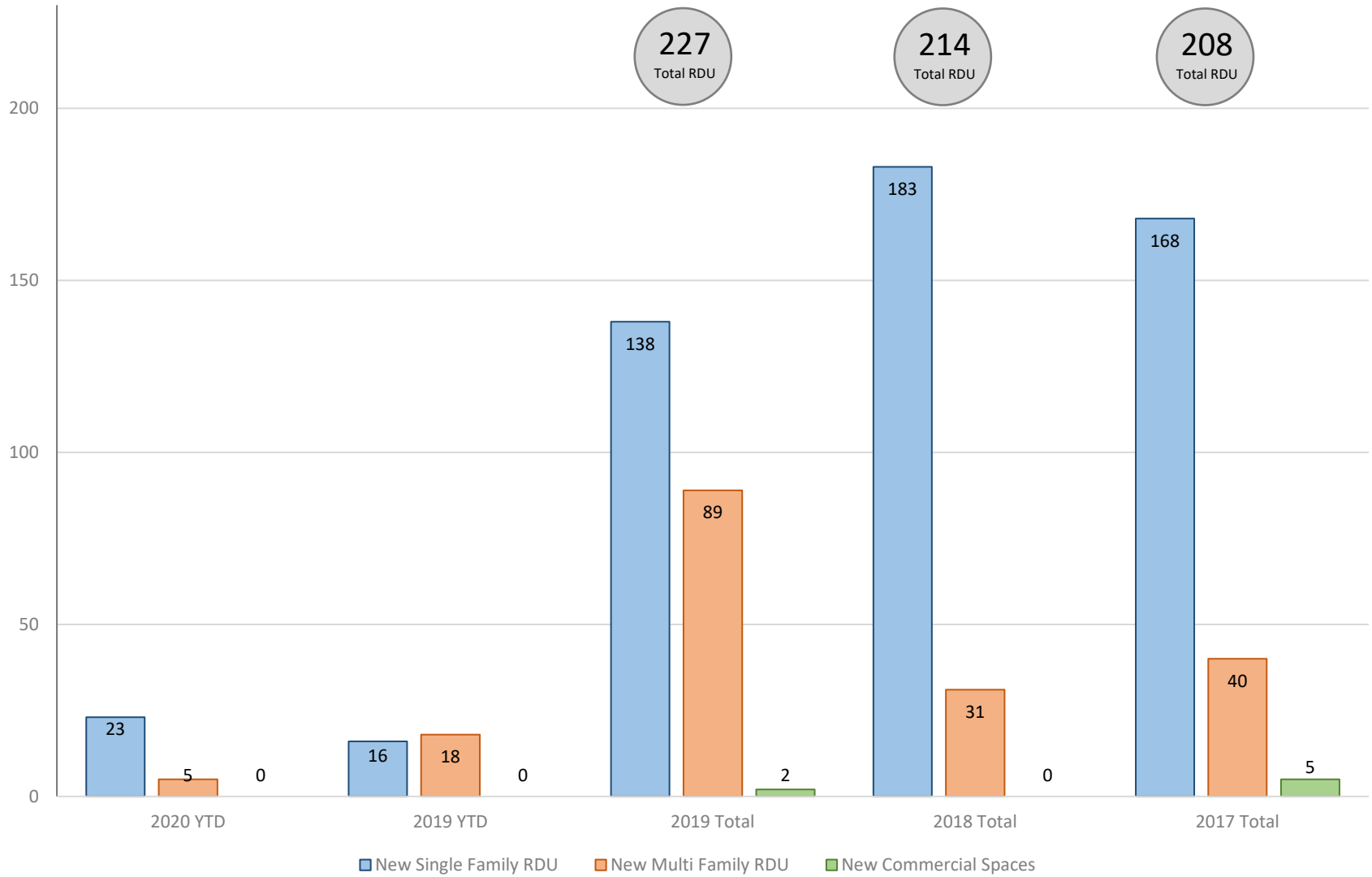


Cement Pad will be 45x20 and can be used for basketball, pickleball, or other games. Basketball hoop will be similar to this style.



# Building Permit Report

## February 4, 2020



New Business Licenses

Name

Owner

Address

Description

BL#