



CITY COUNCIL REGULAR MEETING

Tuesday, March 16, 2021, at 7:00 PM
Court Room/Council Chambers (2nd Floor) and Online

MEETINGS HELD ONLINE ONLY

Pursuant to recent updates from the Utah State Department of Health regarding the number of people allowed to gather physically for a public meeting, there will be no in-person participation. The public is invited to participate electronically as outlined below:

- **YouTube Live** – Public meetings will be shown live on the Santaquin City YouTube Channel, which can be found at https://www.youtube.com/channel/UCTzZT_yW2H2Hd-58M2_ddSw or by searching for Santaquin City Channel on YouTube.

PUBLIC COMMENT & PUBLIC HEARING PARTICIPATION

As with all City Council and Planning Commission Meetings, we will continue to invite the public to provide “Public Comment” (30-minute duration, maximum of 5-minutes per comment). We will also continue to hold Public Hearings, as needed, and required on specific issues. We invite the public to provide comment in the following ways:

- **By Email** – Comments will be accepted by email up to 5:00 P.M. on the date of the meeting. Comments will be read during the meeting and made part of the official record of the city. Comments should be submitted to PublicComment@Santaquin.org
- **By Telephone** – For those who would like to have their own voice heard during the Public Comment or Public Hearing periods, please submit an email to PublicComment@Santaquin.org providing us your Telephone Number.

ADA NOTICE

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.

AGENDA

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION / INSPIRATIONAL THOUGHT

DECLARATION OF ANY CONFLICT OF INTEREST

CONSENT AGENDA (MINUTES, BILLS, ITEMS)

Minutes

- [1.](#) 03-02-2021 - City Council Work Session Minutes
- [2.](#) 03-02-2021 - City Council Regular Meeting Minutes

Bills

- [3.](#) Invoice Register - 03-16-2021 - \$138,999.31

Items

- [4.](#) Resolution 03-05-2021 – Approving an Inter-local Agreement with Utah County for Administration of 2021 Municipal Elections
- [5.](#) Resolution 03-06-2021 – Requesting Admission to the Fire Fighter Retirement System (URS)
- [6.](#) Resolution 03-07-2021 – Approving Representation on the Mt. Nebo Water Agency
- [7.](#) Resolution 03-08-2021 – Approving an Inter-local Agreement with Utah County for Victim Advocate Services

PUBLIC FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS

Public Forum

Awards

8. Kay Tichner - Recognition for Tischner Ford
- [9.](#) Payson-Santaquin Chamber of Commerce - Business of the Month
- [10.](#) Mayoral Appointment of City Council Member Assignments for 2021

BUILDING PERMIT & BUSINESS LICENSE REPORT

- [11.](#) 03-12-2021 - Building Permit & License Report

NEW BUSINESS

Resolutions

- [12.](#) Resolution 03-09-2021 – Approving the Grey Cliffs Development Agreement
13. Resolution 03-10-2021 – Approving the Highland Drive/Canyon Road Intersection Construction and Reimbursement Agreement

Discussion & Possible Action

- [14.](#) Harvest View Drive Sewer Installation
- [15.](#) Orchard Hill II Preliminary Plan Approval

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

City Manager Benjamin Reeves

Assistant City Manager Norm Beagley

Community Development Director Jason Bond

REPORTS BY MAYOR AND COUNCIL MEMBERS

Mayor Hunsaker

Council Member Miller

Council Member Montoya

Council Member Mecham

Council Member Hathaway

Council Member Bowman


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

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

ADJOURNMENT

CERTIFICATE OF MAILING/POSTING

The undersigned duly appointed City Recorder for the municipality of Santaquin City hereby certifies that a copy of the foregoing Notice and Agenda was e-mailed to the Payson Chronicle, Payson, UT, 84651, posted on www.santaquin.org, as well as posted on the State of Utah's Public Website.

BY: 
K. Aaron Shirley, City Recorder



CITY COUNCIL WORK SESSION MEETING

Tuesday, March 02, 2021, at 5:30 PM
Court Room/Council Chambers (2nd Floor) and Online

Minutes

ROLL CALL

PRESENT

Mayor Kirk Hunsaker
Council Member Nick Miller
Council Member Betsy Montoya
Council Member Lynn Mecham
Council Member David Hathaway

ABSENT

Council Member Jennifer Bowman

PLEDGE OF ALLEGIANCE

Jason Bond led the pledge of allegiance.

INVOCATION/INSPIRATIONAL THOUGHT

Offered by Council Member Mecham.

DISCUSSION ITEMS

1. Discussion Regarding City Mural Ideas and Potential Locations

Kyle Vincent showed a potential rendering of a mural on the side of Ivanov's market at the intersection of Center and Main Streets. It included a rendering of the Santaquin mountains with apples being picked emphasizing the agricultural heritage and the diversity of ages and ethnicities in the community.

The Council commented that they liked the mural and the art that it brings to the center of the city. Community Services Director John Bradley said that if the Council was okay with the mural then Kyle should move forward with his art class and the city would get the contract and legal technicalities worked out.

2. Discussion Regarding Possible Future Uses of the West Wing of the New City Hall

City Manager Reeves said the city is finalizing the design of the new City Hall design in the next four months with groundbreaking for actual construction scheduled to start spring of 2022. With the favorable cost estimates for designs the city was able to design two out of three of the city's additive alternates including the shell of the west wing of the building. Reeves then showed a detailed update of the new City Hall designs and then turned the time over to Community Services Director John Bradley.

Bradley introduced the idea of using the basement and main floor of the western portion of the new City Hall as a new library space. Bradley talked of the changing ideas of what of library is beyond books and could include classroom spaces, game room spaces, and green screen spaces for the community gather and be creative.

Reeves added that while the City is able to afford the shell of the west wing the City could seek out a benefactor who could bear the library's name who could finance the interior or whatever the Council would choose to do moving forward. Mayor Hunsaker asked for the Council's feedback.

Council Member Montoya then said with the library being the most used city amenity that this would be a fantastic idea but that the city should take advantage of the General Plan process and get feedback from the citizens.

Mayor Hunsaker then noted that while he likes the idea of the library going into the west wing he is hesitant because a library already got voted down by the citizens and he's not sure they would get behind the idea. Finally, he is hesitant also because if the city needs that space for something down the road then what would happen?

Council Member Mecham then asked if the current library building was up to code and if it was then it could have potential uses in the future. City Manager Reeves said that the current library was up to code and ADA compliant.

Community Services Director Bradley then commented that there are grants available for renderings for spaces like the west wing and that way it would allow for more public input and allow for more exploration of different ideas for the community space. Grants open up May and could be awarded by June and the grant committees like to see applicants with skin in the game and the City is in a great position because it's committed funds to building a new City Hall.

3. Discussion Regarding Redistricting for Municipal Elections as Proposed By the Utah County Clerk

City Recorder Aaron Shirley presented the question from the Utah County Recorder's office on whether or not Santaquin City would like to redistrict. This question from the County comes up every 10 years the year immediately following a census year, the only year allowed by state code for redistricting. Redistricting would look like 5 separate districts in Santaquin with Council members representing those individual districts with the Mayor at-large.

Some pros to having separate council districts would be ensured equal representation from all the communities across the city, for example the core area of town will be outnumbered in the next decade by Summit Ridge and East Bench areas and this ensures that all areas would have that Council seat voice. Cons might be that there would be a smaller 'net' so to speak to cast for a candidate pool and might lead to lower caliber candidates because there isn't the same candidate pool as the city at-large.

Mayor Hunsaker said he liked the idea of redistricting to ensure equal representation. Council Member Mecham said he would like to get more research on the topic and City Manager Reeves brought up the idea of talking with Council Member peers in other cities at the upcoming Utah League of Cities & Towns conference. Council Member Montoya agreed she'd like more time to look into it. Council Member Mecham asked if there was a deadline and City Recorder Shirley said in talking with the representative from Utah County Clerk's office that they'd stated "as soon as possible" but with that said COVID-19 delayed the U.S. census which in turn delayed the census data which is critical to the redistricting process so there might be more time than Utah County Clerk's office says.

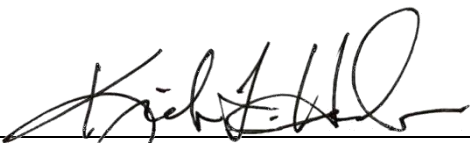
4. Review Upcoming Agenda Items

City Manager Reeves briefly went over each agenda item. Council Member Montoya asked about item 1 for the Summit Ridge Pressure Irrigation Tank and why there was such a delay between the construction of the tank and the booster pump and Assistant City Manager Norm

Beagley clarified this was just part of the process and that delay is an intermediary stage before the booster pump comes online.

ADJOURNMENT

ATTEST:



Kirk Hunsaker, Mayor



K. Aaron Shirley, City Recorder



CITY COUNCIL REGULAR MEETING

Tuesday, March 02, 2021, at 7:00 PM
Court Room/Council Chambers (2nd Floor) and Online

Minutes

ROLL CALL

PRESENT

Mayor Kirk Hunsaker
Council Member Nick Miller
Council Member Betsy Montoya
Council Member Lynn Mecham
Council Member David Hathaway

ABSENT

Council Member Jennifer Bowman

PLEDGE OF ALLEGIANCE

Led by Jason Bond.

INVOCATION / INSPIRATIONAL THOUGHT

Offered by Benjamin Reeves.

CONSENT AGENDA (MINUTES, BILLS, ITEMS)

1. Resolution 03-01-2021, "A Resolution Awarding the Design and Construction Engineering of the Summit Ridge Pressure Irrigation Tank and related facilities to Hansen, Allen & Luce, Inc."
2. Resolution 03-02-2021, "A Resolution Approving An Employment Agreement for the Santaquin City Fire Chief"
3. Resolution 03-03-2021, "A Resolution Approving An Employment Agreement for the Santaquin City Operations Manager"

Minutes

4. 02-16-2021 - City Council Regular Meeting Minutes
5. 02-16-2021 - City Council Work Session Minutes

Bills

6. 03-02-2021 - Invoice Register - \$164,915.18

Items

Motion made by Council Member Miller to approve the consent agenda.

Seconded by Council Member Hathaway.

Voting Yea: Council Member Miller, Council Member Montoya, Council Member Mecham, Council Member Hathaway

PUBLIC FORUM, BID OPENINGS, AWARDS, AND APPOINTMENTS

Public Forum

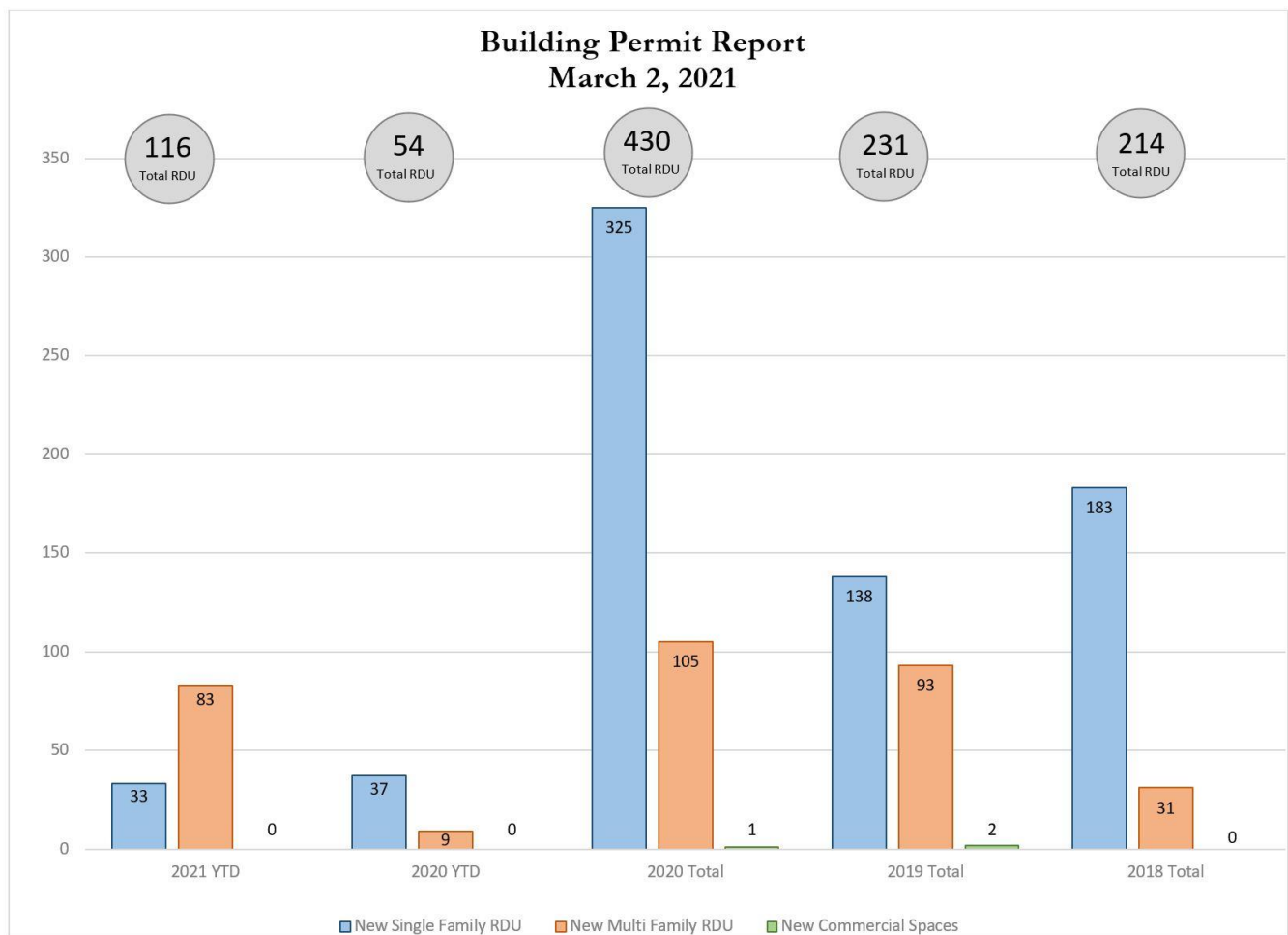
No Public Comments.

Awards

7. Volunteer of the Month - Jessica Tolman

Jessica Tolman is our March 2021 Volunteer of the Month. Jessica has served on several boards for the city such as the Planning Commission, the Recreation Board, the RAP Tax Board and now the Community Services Board. She has also volunteered to coach soccer and softball for the past six years for our recreation department. She is a true advocate for athletics and is passionate about helping others enjoy physical activity. She has served the youth in her church group for several years and has taught online ESL for the past two years, working with students in China. She is currently employed as a physical education teacher at Barnett Elementary. Jessica and her husband, Skyler, have three children. They have lived in Santaquin for the past six years. She holds a Health Sciences Bachelor's degree from Utah State University. Jessica is a great example of what selfless volunteering is all about. A big thank you to Jessica for the countless hours spent serving our community.

BUILDING PERMIT & BUSINESS LICENSE REPORT



NEW BUSINESS

Ordinances

8. **Ordinance 03-01-2021, "An Ordinance Modifying Parking Requirements for Drive-In Restaurants"**

Community Development Director Jason Bond explained that this clarifies some parking requirements for businesses that come into town which reduces the amount of parking spaces which the city felt was onerous and takes out some language to be consistent with code definitions like "Family Restaurants" being changed to "Restaurants" since there is no definition of a family restaurant in code.

Motion made by Council Member Mecham to approve Ordinance 03-01-2021, "An Ordinance Modifying Parking Requirements for Drive-In Restaurants"

Seconded by Council Member Miller.

Voting Yea: Council Member Miller, Council Member Montoya, Council Member Mecham, Council Member Hathaway

9. **Ordinance 03-02-2021, "An Ordinance Enacting a 14-Day Submittal Requirement for Development Applications"**

Community Development Director Jason Bond said this requires development application timelines to be more consistent with other cities in extending the timeline so that staff has more time to get the work done before it's presented to the Council.

Motion made by Council Member Montoya to approve Ordinance 03-02-2021, "An Ordinance Enacting a 14-Day Submittal Requirement for Development Applications".

Seconded by Council Member Mecham.

Voting Yea: Council Member Miller, Council Member Montoya, Council Member Mecham, Council Member Hathaway

Resolutions

10. **Resolution 03-04-2021, " A Resolution Approving an update to the Consolidated Fee Schedule"**

Assistant City Manager Norm Beagley said this fee schedule updates water meter fees for new development to help the city recover their costs.

Motion made by Council Member Miller to approve Resolution 03-04-2021, " A Resolution Approving an update to the Consolidated Fee Schedule".

Seconded by Council Member Montoya.

Voting Yea: Council Member Miller, Council Member Montoya, Council Member Mecham, Council Member Hathaway

Discussion & Possible Action

11. **Renewal of Mass Grading CUP for The Hills**

Assistant City Manager Norm Beagley said this renews the Mass Grading CUP for the Hills development and they have the state permits required. There were some concerns addressed from the Planning Commission meeting but there were some additional language attached to the renewal added that extend additional requirements to do a cleaner job on their construction.

Council Member Montoya asked about who has the power to regulate the mass grading project and Beagley responded that it was mostly the state who makes visits to any project larger than an acre and sends a courtesy report to the affected city.

Council Member Hathaway said there is indication that they can use public roads but asked if there was any coverage for if there is damage city roads from the developer. Assistant City Manager Norm Beagley responded that this was a concern in the public comment from the Planning Commission meeting

12. Stampli Contract - Accounts Payable Automation & Workflow Software

Finance Director Aaron Shirley gave a short presentation on the need for accounts payable automation software. This expands the capacity of our accounts payable process from a manual single-entry process from paper into the city accounting system to an auto-extracted data process that allows for batch uploads into the accounting system. Additionally, instead of having a paper coding process from directors, this software provides a workflow for directors to get notified when they need to code invoices and takes them to an online portal they can access from anywhere to code and approve invoices as well as ask questions and forward to another director if need be. This online portal for coding and invoice processing allows for a superior audit tracking trail. Instead of having to go through the accounts payable clerk to ask about circumstances and a copy of the invoice they have all of that available to them on the portal as they can see all invoices assigned to them in the past and, if need be, a higher level access that allows them to search all invoices processed through the Stampli system. Because of a good working relationship with the vendor Shirley was able to get the system at 50% off rate and the contract is month to month not locking the city into any annual contracts.

Shirley then described how he went to Spanish Fork City and met with their accounts payable clerk and watched her process a batch of invoices and talked with her about the pros and cons of the system. Shirley said Spanish Fork had a hard time giving him any cons and the only one they could think of is that directors miss going in person to visit with the accounts payable clerk as they coded invoices manually on paper like they used to do.

Council Member Mecham thanked Shirley for all of his research and said he liked that the contract was month to month.

Motion made by Council Member Mecham to approve a month to month contract with Stampli for accounts payable workflow and automation software.

Seconded by Council Member Montoya.

Voting Yea: Council Member Miller, Council Member Montoya, Council Member Mecham, Council Member Hathaway

REPORTS OF OFFICERS, STAFF, BOARDS, AND COMMITTEES

City Manager Benjamin Reeves

- The process for replacing the Justice Court judge is ongoing.
- The relocation of the county line is continuing and is anticipated to start moving forward this coming April.
- The Jamie Evans property agreement is still in progress.
- Discussion is happening of when Council Meetings can come back in-person either completely or partially dependent on whether or not the Governor relaxes restrictions. A partial in-person meeting would be Council in person with public still participating virtually. The Council agreed that they would like to try the partial in-person meetings if everyone is comfortable and completely in-person if the Governor's restrictions allow by the second Council meeting in May.

Assistant City Manager Norm Beagley

- Had a great meeting with Community Services managers and they are moving with a lot of momentum with the library projects as well as other improvements and enhancements to get the City ready for the warmer weather seasons.

Community Development Director Jason Bond

- Reported on the latest Utah State University meeting with the City. Students were able to continue to develop ideas for the City and Bond is excited for their final presentations in April.
- Interviews will be taking place this Thursday for a third Community Development assistant for all of the things that are happening in the category of Community Development and the growth.

REPORTS BY MAYOR AND COUNCIL MEMBERS

Mayor Hunsaker

- In the last Mountainland Association of Governments (MAG) meeting there was a presentation on fraud and that's it's more often than not found by accident than by audit. Good things to think about and remember, it was a good fraud training.

Council Member Miller

- Nothing to report. Thank you to staff.

Council Member Montoya

- Nothing to report.

Council Member Mecham

- Checked in with Public Works Director Jason Callaway.
- It's fun to support local businesses and to see them thriving. Encouraged everyone to support local businesses.

Council Member Hathaway

- Wanted to say congratulations to Ryan Lind on becoming the new full-time Fire Chief.

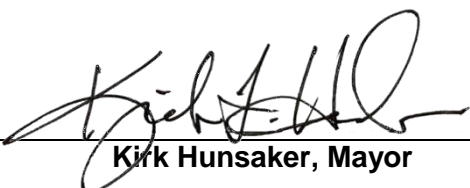
ADJOURNMENT

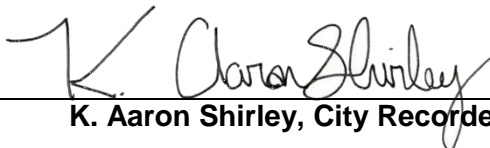
Motion made by Council Member Miller to adjourn at 7:54 p.m.

Seconded by Council Member Mecham.

Voting Yea: Council Member Miller, Council Member Montoya, Council Member Mecham, Council Member Hathaway

ATTEST:


Kirk Hunsaker, Mayor


K. Aaron Shirley, City Recorder

SANTAQUIN CITY CORPORATION
Invoice Register - 3/6/2021 to 3/12/2021 - All Invoices

3/12/2021

<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>
REIMBURSE-03	BAHR, DAMON & KIM	83009	3/9/2021	3/9/2021	\$146.33 146.33	6840803	ARTS & CRAFTS	KREATIVE KIDS ART SUPPLIES
MAR21207	BLOMQUIST HALE CONSULTING	83011	3/9/2021	3/9/2021	\$190.40 190.40	1022506	EAP	EMPLOYEE ASSISTANCE COVERAGE
52968	BLUELINE BACKGROUND SCREEN	83012	3/9/2021	3/9/2021	\$90.00 90.00	1043310	PROFESSIONAL & TECHNICA	PRE-EMPLOYMENT TESTING
F2108E00826	DEPT OF ADMINISTRATIVE SERVICE	83013	3/9/2021	3/9/2021	\$4,587.92 46.04 96.04 2,711.41 176.77 176.77 166.22 176.77 176.77 176.77 176.77 176.77 121.27 169.71 216.61	1043260 1048260 1054260 1060260 1062260 1068260 1070260 1077260 5140260 5240260 6740260 7657260 7657260	FUEL FUEL FUEL FUEL FUEL FUEL FUEL FUEL FUEL FUEL FUEL FUEL FUEL FUEL FUEL	FEBRUARY FEBRUARY FEBRUARY FEBRUARY FEBRUARY FEBRUARY FEBRUARY FEBRUARY FEBRUARY FEBRUARY FEBRUARY FEBRUARY FEBRUARY FEBRUARY FEBRUARY
COMM38752021	EDUCATORS HEALTH PLANS LIFE, A	9999	3/10/2021	3/10/2021	\$55,352.55 50,669.75 4,307.00 375.80	1022500 1022501 1022508	HEALTH INSURANCE DENTAL VISION	Health Insurance - March 2021 Dental Insurance - March 2021 Vision Insurance - March 2021
030921	HARRIS, PRESTON & CHAMBERS, LL	83014	3/9/2021	3/9/2021	\$1,075.00 1,075.00	1043331	LEGAL	501(C)(3) LEGAL SERVICES
89627735	HENRY SCHEIN	83015	3/9/2021	3/9/2021	\$85.42 85.42	7657242	EMS - SUPPLIES	FILTER 33MM
51603808	INGRAM BOOK GROUP	83016	3/9/2021	3/9/2021	\$46.37 46.37	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
51677419	INGRAM BOOK GROUP	83016	3/9/2021	3/9/2021	\$82.30 82.30	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
Vendor Total:					\$128.67			
XC03102021-154	KYLIE BRADFORD	83032	3/10/2021	3/10/2021	\$57.00 57.00	5140260	FUEL	UNPAID GAS FROM CITY VEHICLE
22449179	LARSON & COMPANY	83017	3/9/2021	3/9/2021	\$1,000.00 1,000.00	1043311	ACCOUNTING & AUDITING	CASH ALLOCATIONS & ANNUAL ADJUSTMENTS
Refund: 5000121	LIRA, MARIA ELENA		3/10/2021	3/10/2021	\$42.11 42.11	5113110	ACCOUNTS RECEIVABLE	Refund: 5000121 - LIRA, MARIA ELENA
01-142718	MACEYS - SANTAQUIN	83018	3/9/2021	3/9/2021	\$294.39 294.39	1041240	SUPPLIES	COUNCIL BUDGET MEETING FOOD
01-156034	MACEYS - SANTAQUIN	83018	3/9/2021	3/9/2021	\$176.54 76.54	1043240	SUPPLIES	OFFICE DRINKS

SANTAQUIN CITY CORPORATION
Invoice Register - 3/6/2021 to 3/12/2021 - All Invoices

3/12/2021

<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>
					100.00	1043480	EMPLOYEE RECOGNITIONS	BIRTHDAY GIFT CARDS
01-158160	MACEYS - SANTAQUIN	83018	3/9/2021	3/9/2021	\$59.29			
					59.29	7540480	FOOD	SENIORS FOOD
01-158721	MACEYS - SANTAQUIN	83018	3/9/2021	3/9/2021	\$120.82			
					60.00	1043480	EMPLOYEE RECOGNITIONS	GIFT CARDS
					60.82	1043480	EMPLOYEE RECOGNITIONS	COUNCIL BUDGET MEETING FOOD
01-159736	MACEYS - SANTAQUIN	83018	3/9/2021	3/9/2021	\$33.25			
					33.25	7540480	FOOD	SENIORS FOOD
01-159964	MACEYS - SANTAQUIN	83018	3/9/2021	3/9/2021	\$24.48			
					24.48	7540480	FOOD	SENIORS FOOD
02-143346	MACEYS - SANTAQUIN	83018	3/9/2021	3/9/2021	\$73.37			
					40.00	1043240	SUPPLIES	OFFICE CANDY
					33.37	1043480	EMPLOYEE RECOGNITIONS	GIFT CARDS
02-145595	MACEYS - SANTAQUIN	83018	3/9/2021	3/9/2021	\$37.77			
					37.77	1043480	EMPLOYEE RECOGNITIONS	FRESH FRUITS WITH DIP
	Vendor Total:				\$819.91			
1503	MHC SIGN AND DESIGN	83019	3/9/2021	3/9/2021	\$990.00			
					990.00	7657252	EMS - EQUIPMENT MAINTEN	AMBULANCE 141 & 142 LOGO PRINT INSTALL
2314416	MOUNTAIN ALARM	83020	3/9/2021	3/9/2021	\$44.00			
					44.00	1051300	BUILDINGS & GROUND MAIN	ALARM SYSTEM
2370982	MOUNTAIN ALARM	83020	3/9/2021	3/9/2021	\$44.00			
					44.00	1051300	BUILDINGS & GROUND MAIN	ALARM SYSTEM
	Vendor Total:				\$88.00			
030121	PEOPLE + PLACE, LLC	83021	3/9/2021	3/9/2021	\$3,564.70			
					3,564.70	1078320	GENERAL PLAN UPDATE	FEBRUARY
0864-001560487	REPUBLIC SERVICES LLC	83022	3/9/2021	3/9/2021	\$440.30			
					440.30	1062311	WASTE PICKUP CHARGES	FEBRUARY
0864-001561269	REPUBLIC SERVICES LLC	83022	3/9/2021	3/9/2021	\$32,574.65			
					23,177.45	1062311	WASTE PICKUP CHARGES	FEBRUARY
					9,397.20	1062312	RECYCLING PICKUP CHARGE	FEBRUARY
	Vendor Total:				\$33,014.95			
594755	REVCO	83023	3/9/2021	3/9/2021	\$515.38			
					515.38	4340300	COPIER CONTRACT	COPIERS
8181550623	SHRED-IT US JV LLC	83024	3/9/2021	3/9/2021	\$83.38			
					83.38	1043310	PROFESSIONAL & TECHNICA	SHREDDING SERVICE
14500	SOUTH UTAH VALLEY SOLID WASTE	83025	3/9/2021	3/9/2021	\$4,538.25			
					4,538.25	1062312	RECYCLING PICKUP CHARGE	FEBRUARY
17-123	TOWN OF GENOLA	83027	3/9/2021	3/9/2021	\$8,702.61			
					8,702.61	1022430	COURT FINES AND FORFEITU	FEBRUARY
17-116	TOWN OF GOSHEN	83028	3/9/2021	3/9/2021	\$276.43			
					276.43	1022430	COURT FINES AND FORFEITU	FEBRUARY
031121	UTAH MUNICIPAL CLERKS ASSOCIAT	83036	3/11/2021	3/11/2021	\$250.00			
					250.00	1043210	BOOKS,SUBSCRIPTIONS,ME	UMCA MEMBERSHIP DUES
17-122	UTAH STATE TREASURER	83030	3/9/2021	3/9/2021	\$7,788.18			
					7,788.18	1042610	STATE RESTITUTION	FEBRUARY

SANTAQUIN CITY CORPORATION
Invoice Register - 3/6/2021 to 3/12/2021 - All Invoices

3/12/2021

<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>
9874196865	VERIZON WIRELESS	83031	3/9/2021	3/9/2021	\$199.71			
					199.71	1048280	TELEPHONE	ENGINEERING
CC-FEB2021-AA	ZIONS BANK-SANTAQUIN		3/8/2021	3/8/2021	\$4,826.11			
					26.44	1042240	SUPPLIES	COMPUTER SPEAKERS FOR COURT
					10.00	1043210	BOOKS,SUBSCRIPTIONS,ME	LBA RENEWAL
					107.97	1043240	SUPPLIES	LAPTOP BAGS X 3
					993.40	1043240	SUPPLIES	USPS STAMPED ENVELOPES
					115.67	1043610	OTHER SERVICES	COUNCIL BUDGET MEETING LUNCH
					62.63	1043610	OTHER SERVICES	SANTAQUIN LOGO STICKERS FOR COUNCIL BUDGET MEETING
					3,510.00	6840400	SNACK SHACK	SNACK SHACK DOORS
CC-FEB2021-BE	ZIONS BANK-SANTAQUIN		3/8/2021	3/8/2021	\$1,116.20			
					98.04	1041240	SUPPLIES	SUPPLIES FOR BUDGET PLANNING SESSION
					800.00	1041240	SUPPLIES	GIFTS FOR PARTICIPATION BUDGET PLANNING SESSION
					104.30	1043230	EDUCATION, TRAINING AND T	USU CHARRETTE LOGAN TRIP
					113.86	1043230	EDUCATION, TRAINING AND T	USU CHARRETTE LOGAN TRIP
CC-FEB2021-BR	ZIONS BANK-SANTAQUIN		3/8/2021	3/8/2021	\$12.00			
					12.00	7657242	EMS - SUPPLIES	CAT SCALE
CC-FEB2021-JA	ZIONS BANK-SANTAQUIN		3/8/2021	3/8/2021	\$1,211.90			
					511.90	1043480	EMPLOYEE RECOGNITIONS	EMPLOYEE APPRECIATION (GIFT CARDS) - JON, RYAN, KIRA
					115.00	1068210	BOOKS, SUBSCRIPTIONS, ME	ICC MEMBER CERTIFICATION (JON)
					219.00	1068230	EDUCATION, TRAVEL & TRAIN	RESIDENTIAL ELECTRICAL TEST (JON)
					219.00	1068230	EDUCATION, TRAVEL & TRAIN	RESIDENTIAL ELECTRICAL TEST (JON)
					147.00	1068230	EDUCATION, TRAVEL & TRAIN	RESIDENTIAL BUILDING EXAM (JON)
CC-FEB2021-JE	ZIONS BANK-SANTAQUIN		3/8/2021	3/8/2021	\$1,984.90			
					26.99	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
					50.25	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
					30.98	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
					34.58	7240210	BOOKS, SUBSCRIPTIONS & M	DVDS
					55.89	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
					17.57	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
					24.64	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
					79.38	7240210	BOOKS, SUBSCRIPTIONS & M	AUDIO BOOKS
					32.97	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
					318.06	7240210	BOOKS, SUBSCRIPTIONS & M	BOOKS
					76.06	7240240	SUPPLIES	OFFICE SUPPLIES
					55.89	7240240	SUPPLIES	OFFICE SUPPLIES

SANTAQUIN CITY CORPORATION
Invoice Register - 3/6/2021 to 3/12/2021 - All Invoices

3/12/2021

<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>
					5.99	7240240	SUPPLIES	ACTIVITY KIT SUPPLIES
					79.38	7240240	SUPPLIES	OFFICE SUPPLIES
					58.50	7240240	SUPPLIES	COMPUTER GLASS COVER REPLACEMENT
					50.25	7240240	SUPPLIES	SUPPLIES
					24.64	7240240	SUPPLIES	SUPPLIES
					12.61	7240240	SUPPLIES	KIDS BOOK CLUB SUPPLIES
					21.30	7240240	SUPPLIES	COMPUTER SUPPLIES
					27.94	7240240	SUPPLIES	KIDS BOOK CLUB SUPPLIES/BOOKS
					300.00	7240240	SUPPLIES	WINDOW SHADES
					34.58	7240600	LIBRARY-CLEF FUNDS (STAT	ACTIVITY KIT SUPPLIES
					27.94	7240600	LIBRARY-CLEF FUNDS (STAT	KINDLE BOOKS
					11.99	7240600	LIBRARY-CLEF FUNDS (STAT	KINDLE BOOKS
					27.93	7240600	LIBRARY-CLEF FUNDS (STAT	KINDLE BOOKS
					49.96	7240770	LIBRARY BOARD FUND RAIS	VALENTINE FUNDRAISER SUPPLIES
					448.63	7240770	LIBRARY BOARD FUND RAIS	VALENTINE FUNDRAISER SUPPLIES
CC-FEB2021-RY	ZIONS BANK-SANTAQUIN		3/8/2021	3/8/2021	\$2,800.17			
					61.60	1043240	SUPPLIES	DRINKS FOR OFFICE BUILDING
					33.01	7657132	EMPLOYEE RECOGNITIONS	TRAINING TREATS
					263.78	7657132	EMPLOYEE RECOGNITIONS	BINDERS/DIAPERS/WIPES
					69.80	7657230	FIRE - EDUCATION, TRAINING	2020 ERG GUIDEBOOKS
					-250.00	7657230	FIRE - EDUCATION, TRAINING	REFUND FOR CANCELLED TRAINING
					51.92	7657240	FIRE - SUPPLIES	TAPE/PLASTIC SHEETING
					30.56	7657240	FIRE - SUPPLIES	OFFICE SUPPLIES
					14.99	7657242	EMS - SUPPLIES	CLOROX WIPES
					612.96	7657242	EMS - SUPPLIES	PAPR BATTERIES
					1,052.82	7657250	FIRE - EQUIPMENT MAINTEN	SCENE LIGHTS E-145
					369.98	7657250	FIRE - EQUIPMENT MAINTEN	STORAGE CABINETS
								TURNOUTS
					488.75	7657700	WILDLAND FIRE RES EXPEN	WILDLAND ITEMS
CC-FEB2021-SU	ZIONS BANK-SANTAQUIN		3/8/2021	3/8/2021	\$1,294.18			
					214.50	4340500	SOFTWARE EXPENSE	DROPBOX
					51.50	7657230	FIRE - EDUCATION, TRAINING	TRAINING CENTER ALIGNMENT - C. COOMBS
					51.50	7657230	FIRE - EDUCATION, TRAINING	TRAINING CENTER ALIGNMENT - B. COOMBS
					154.50	7657230	FIRE - EDUCATION, TRAINING	TRAINING CENTER ALIGNMENT FOR INSTRUCTORS
					257.50	7657230	FIRE - EDUCATION, TRAINING	TRAINING CENTER ALIGNMENT FOR INSTRUCTORS
					524.78	7657230	FIRE - EDUCATION, TRAINING	TRAINING SUPPLIES
					39.90	7657230	FIRE - EDUCATION, TRAINING	LABEL TAPE
CC-FEB2021-SU	ZIONS BANK-SANTAQUIN		3/8/2021	3/8/2021	\$2,166.95			
					579.72	1041230	EDUCATION, TRAINING & TRA	BETSY MONTOYA - USU CHARRETTE

SANTAQUIN CITY CORPORATION
Invoice Register - 3/6/2021 to 3/12/2021 - All Invoices

3/12/2021

<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>
					6.25	1041240	SUPPLIES	TREATS FOR COUNCIL - DAVE
					249.38	1041240	SUPPLIES	COUNCIL RETREAT - DINNER
					220.35	1041660	PHOTO & VIDEO CONTEST E	PHOTO CONTEST
					16.82	1041660	PHOTO & VIDEO CONTEST E	PHOTO CONTEST PRINT
					260.24	1043480	EMPLOYEE RECOGNITIONS	LYNN ORYALL RETIREMENT PARTY DECORATIONS
					3.00	1043480	EMPLOYEE RECOGNITIONS	LYNN ORYALL RETIREMENT PARTY DECORATIONS
					35.19	1043480	EMPLOYEE RECOGNITIONS	VOLUNTEER OF THE MONTH GIFTS
					40.00	1043480	EMPLOYEE RECOGNITIONS	GIFT CARDS - BIRTHDAYS
					26.98	1043480	EMPLOYEE RECOGNITIONS	DECORATIONS FOR LYN'S RETIREMENT PARTY
					718.42	1051240	SUPPLIES	VACUUMS - 3
					10.60	4140823	UTAH JAZZ BASKETBALL CO	MAILING - ENGINEERING
	Vendor Total:				\$15,412.41			
		Total:			\$138,999.31			
					8,979.04	1022430	GL Account Summary	
					50,669.75	1022500	COURT FINES AND FORFEITU	
					4,307.00	1022501	HEALTH INSURANCE	
					190.40	1022506	DENTAL	
					375.80	1022508	EAP	
					579.72	1041230	VISION	
					1,448.06	1041240	EDUCATION, TRAINING & TRA	
					237.17	1041660	SUPPLIES	
					26.44	1042240	PHOTO & VIDEO CONTEST E	
					7,788.18	1042610	SUPPLIES	
					260.00	1043210	STATE RESTITUTION	
					218.16	1043230	BOOKS,SUBSCRIPTIONS,ME	
					1,279.51	1043240	EDUCATION, TRAINING AND T	
					46.04	1043260	SUPPLIES	
					173.38	1043310	FUEL	
					1,000.00	1043311	PROFESSIONAL & TECHNICA	
					1,075.00	1043331	ACCOUNTING & AUDITING	
					1,169.27	1043480	LEGAL	
					178.30	1043610	EMPLOYEE RECOGNITIONS	
					96.04	1048260	OTHER SERVICES	
					199.71	1048280	FUEL	
					718.42	1051240	TELEPHONE	
					88.00	1051300	SUPPLIES	
					2,711.41	1054260	BUILDINGS & GROUND MAIN	
					176.77	1060260	FUEL	
					176.77	1062260	FUEL	
					23,617.75	1062311	FUEL	
					13,935.45	1062312	WASTE PICKUP CHARGES	
					115.00	1068210	RECYCLING PICKUP CHARGE	
					585.00	1068230	BOOKS, SUBSCRIPTIONS, ME	
					166.22	1068260	EDUCATION, TRAVEL & TRAIN	
					176.77	1070260	FUEL	
					176.77	1077260	FUEL	
					3,564.70	1078320	FUEL	
					126,506.00		GENERAL PLAN UPDATE	
							Total	
					10.60	4140823	UTAH JAZZ BASKETBALL CO	

SANTAQUIN CITY CORPORATION
Invoice Register - 3/6/2021 to 3/12/2021 - All Invoices

3/12/2021

<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>
					515.38	4340300	COPIER CONTRACT	
					214.50	4340500	SOFTWARE EXPENSE	
					729.88		Total	
					42.11	5113110	ACCOUNTS RECEIVABLE	
					233.77	5140260	FUEL	
					275.88		Total	
					176.77	5240260	FUEL	
					121.27	6740260	FUEL	
					3,510.00	6840400	SNACK SHACK	
					146.33	6840803	ARTS & CRAFTS	
					3,656.33		Total	
					799.98	7240210	BOOKS, SUBSCRIPTIONS & M	
					712.56	7240240	SUPPLIES	
					102.44	7240600	LIBRARY-CLEF FUNDS (STAT	
					498.59	7240770	LIBRARY BOARD FUND RAIS	
					2,113.57		Total	
					117.02	7540480	FOOD	
					296.79	7657132	EMPLOYEE RECOGNITIONS	
					899.48	7657230	FIRE - EDUCATION, TRAINING	
					82.48	7657240	FIRE - SUPPLIES	
					725.37	7657242	EMS - SUPPLIES	
					1,422.80	7657250	FIRE - EQUIPMENT MAINTEN	
					990.00	7657252	EMS - EQUIPMENT MAINTEN	
					386.32	7657260	FUEL	
					488.75	7657700	WILDLAND FIRE RES EXPEN	
					5,291.99		Total	
					\$138,999.31		GL Account Summary Total	



MEMORANDUM

To: Mayor & Council
From: Benjamin Reeves, City Manager
Date: March 16, 2021
Subject: Utah County Administration of the 2021 Municipal Election

Mayor & Council,

The attached Interlocal Agreement with Utah County perpetuates our existing agreement which allows Utah County to administer our municipal elections for 2021. All provisions of our previous elections will be perpetuated including their administration of vote by mail.

For any questions, please feel free to contact Aaron Shriley.



**RESOLUTION 03-05-2021
A RESOLUTION AUTHORIZING AN INTER-LOCAL
AGREEMENT WITH UTAH COUNTY FOR
ADMINISTRATION OF THE 2021 MUNICIPAL ELECTION**

BE IT HEREBY RESOLVED:

SECTION 1: The following document represents an inter-local agreement between Utah County and Santaquin City for the administration of the 2021 municipal election.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 16th day of March, 2021.

City of Santaquin,

Kirk F. Hunsaker, Mayor

Attest:

K. Aaron Shirley, City Recorder

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY
AND SANTAQUIN CITY
FOR THE ADMINISTRATION OF THE 2021 MUNICIPAL ELECTIONS**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT (Agreement), made and entered into by and between Utah County, a political subdivision of the State of Utah, and Santaquin City a Utah municipality and political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (“Act”), Title 11, Chapter 13, Utah Code, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of both Utah County and CITY; and

WHEREAS, the parties to this Agreement are public agencies as defined in the Act; and

WHEREAS, Utah County and CITY desire to successfully conduct the 2021 CITY Municipal Primary (August 10) and General (November 2) Elections (collectively “2021 CITY Municipal Elections”); and

WHEREAS, it is to the mutual benefit of both Utah County and CITY to enter into an agreement providing for the parties’ joint efforts to administer the 2021 CITY Municipal Elections.

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until the completion of the parties' responsibilities associated with the 2021 CITY Municipal Elections or until terminated but is no longer than 1 year from the date of this Agreement. This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney and the attorney for CITY. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code, Utah County, by and through the Utah County Clerk/Auditor Elections Office, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as Utah County shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Agreement during this joint undertaking.

Section 3. PURPOSES

This Agreement has been established and entered into between the parties for the purpose of administering the 2021 CITY Municipal Elections. This Agreement contemplates basic,

traditional primary and general elections (including RCV) for the 2021 CITY Municipal Elections. All other election-related services, including but not limited to services for special elections or elections for subsequent years, will need to be agreed to in a separate writing signed by both parties.

Section 4. RESPONSIBILITIES

The parties agree to fulfill the responsibilities and duties as contained in Exhibit A which is attached hereto and by this reference is incorporated herein for the 2021 CITY Municipal Elections.

CITY agrees to pay to Utah County the actual cost of County's administration of the 2021 CITY Municipal Elections which cost shall not exceed the estimated costs as contained in Exhibit B which is attached hereto and by this reference is incorporated herein. CITY agrees to pay to County the cost as contemplated herein within 30 days of receiving an invoice from County.

Section 5. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty days after providing written notice of termination to the other parties. Should the Agreement be terminated prior to the end of the stated term, CITY will be responsible for any costs incurred, including costs not then incurred but which are contemplated herein and irreversible at the time of termination such as return mailing costs, through the time of termination. The Parties to this Agreement agree to bring current, prior to termination, any financial obligation contained herein.

Section 6. INDEMNIFICATION

The parties to this Agreement are political subdivisions of the State of Utah. The parties

agree to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, Section 63G-7-604.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Agreement shall be placed on file in the office of the County Clerk/Auditor of Utah County and with the official keeper of records of CITY, and shall remain on file for public inspection during the term of this Agreement.

Section 8. ADOPTION REQUIREMENTS

This Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code, and (d) filed in the official records of each party.

Section 9. AMENDMENTS

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code, and (d) filed in the official records of each party.

Section 10. SEVERABILITY

If any term or provision of the Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable,

shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 11. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

Section 12. HEADINGS

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

Section 13. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 14. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at the addresses of the City Mayor or County Commission, or at such other addresses as may be designated by notice given hereunder.

Section 15. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without

the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 16. GOVERNING LAW

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized by Resolution No. 2021 - ____, authorized and passed on the ____ day of _____ 2021.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
WILLIAM C. LEE, Chairman

ATTEST: AMELIA A. POWERS
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:
DAVID O. LEAVITT, Utah County Attorney

By: _____
Deputy County Attorney

CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of
_____ 2021.

Mayor, CITY

ATTEST:

NAME
CITY Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH
CITY Attorney

By: _____

Exhibit A
2021 Municipal Elections
Scope of Work for Election Services
Revised 09 February 2021

Services the City will provide include, but are not limited to:

- All administrative functions related to candidate filing.
- All administrative functions related to financial disclosure required by state code and/or city code.
- Publish Public Notices required by law. The City may work with the County to publish notices jointly with other jurisdictions.
- Accept responsibility to keep candidates and the public up to date and informed on all legal requirements governing candidates and campaigns.
- Thoroughly examine and proof all election programming done for the City Municipal Elections. Final approval of ballots and programming will rest with the City.
- Host on the official City web site: a link to or copy of the official reported results as hosted on the County Elections web page, the location of the county-owned ballot drop boxes, and a link to the website for citizens to opt-in to receive ballot alert texts.
- City will not change the format or otherwise alter the official reported results, only displaying them in the form and format as provided by the County.
- City will canvas the final elections results.

Annexations or other boundary changes impacting the administration of the elections need to be submitted to the County by June 1, 2021. Annexation changes submitted after June 1 will not be incorporated into this election.

The City acknowledges that this Interlocal Agreement relates to a municipal ballot and election and as required by state statute, the City Clerk/Recorder is the Election Officer.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner. The City agrees to consolidate all elections administration functions and decisions in the office of the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections.

In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- Ballot layout and design
- Ballot printing
- Ballot mailings
- Return postage
- Ballot processing
- Printing optical scan ballots
- Program and test voting equipment
- Program electronic voter register
- Poll Worker recruitment, training, and supervision
- Compensate vote center poll workers
- Delivery of supplies and equipment
- Tabulate and report election results on county website
- Provisional ballot verification
- Update voter history database
- Conduct audits (as required)
- Conduct recounts (as needed)
- Election day administrative support
- Operation of county wide vote centers.
- Provide final, canvass report of Official Election Results. The city is responsible to canvass their municipal election on the date designated by the county. Such results will constitute the final Official Results of the Election.
- Election security
- Ballot drop box services – maintain, lock and unlock boxes, and collect ballots.

The County will provide a good faith estimate for budgeting purposes. Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the elections which will not exceed the estimated rate in Exhibit B.

In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

The City acknowledges that this Interlocal Agreement relates to a municipal ballot and election and as required by state statute, the City Clerk/Recorder is the Election Officer.

2021 Municipal Elections

Exhibit B

Active Voters for billing purposes, will be calculated 11 days before each Election Day

SANTAQUIN

Election	1/4/2021	Not to exceed \$2.25 per voter per election	
Primary	6476	\$	14,571.00
General	6476	\$	14,571.00
Estimated Cost as of 2/22/2021		\$	29,142.00

2021 Important Municipal Election Dates and Deadlines

Candidate Filing Deadlines

Qualified Municipal and Township Candidates	June 1 – June 7
Official Candidate List on Website	June 11
Ranked Choice Voting City Candidates	August 10 – August 17
Last Day to Qualify as a Write-In Candidate	August 27

Primary Election Dates

Last Day to Withdraw Candidacy & Have Name Removed from Ballot	June 11
UOCAVA Ballots Mailed	June 25
Candidate Profile on State Website	July 6
Logic and Accuracy Testing/Voting Equipment Certification	July 16
Vote By-Mail Ballots Mailed	Week of July 19 th
Voter Registration Deadline	July 30
Last Day to Request Replacement Ballot	August 3
In-Office Early Voting (Weekday only)	August 4 – August 9
MUNICIPAL PRIMARY ELECTION DAY	August 10
Canvass Period	August 11 – August 16
Board of Canvassers Meeting	August 17

General Election Dates

Last Day to Withdraw Candidacy & Have Name Removed from Ballot	September 7
Candidate Profile on State Website	September 10
UOCAVA Ballots Mailed	September 17
Logic and Accuracy Testing/Voting Equipment Certification	October 8
Vote By-Mail Ballots Mailed	Week of October 11 th
Voter Registration Deadline	October 22
Last Day to Request Replacement Ballot	October 26
In-Office Early Voting (Weekdays only)	October 27 – November 1
MUNICIPAL GENERAL ELECTION DAY	November 2
Canvass Period	November 3 – November 15
Board of Canvassers Meeting	November 16

Financial Disclosure Deadlines

Contact City Recorder for Dates



MEMORANDUM

To: Mayor & Council
From: Benjamin Reeves, City Manager
Date: March 16, 2021
Subject: Admission into the Utah State Retirement System (URS) for Firefighter Retirement

Mayor & Council,

With the recent appointment of our very first full-time firefighter position within Santaquin City, we need to expand Santaquin City's eligibility and participation in the URS System to allow for firefighters. The attached resolution facilitates this effort.

For questions, please feel free to contact Shannon Hoffman.



RESOLUTION 03-06-2021

A RESOLUTION REQUESTING ADMISSION TO THE FIREFIGHTERS RETIREMENT SYSTEM WITH UTAH RETIREMENT SYSTEM (URS)

WHEREAS, Santaquin City Corporation is authorized to employ public safety personnel on a full-time basis; and

WHEREAS, it is in the public interest to provide benefits authorized by Utah state law for the public safety personnel by the City; and

WHEREAS, it is the intent of the City Council to approve and authorize coverage under Firefighters Retirement Systems for Santaquin City firefighter personnel.

NOW THEREFORE, be it resolved by the City Council of Santaquin City, Utah that the Mayor, or designee, is authorized to undertake all of the necessary actions to enroll the City in the benefit programs of the Firefighters Retirement Systems offered by Utah Retirement Systems, including the retirement coverage and death benefit coverage for qualified employees under the laws and regulations of the Utah Retirement Systems.

ADOPTED AND PASSED by the City Council of Santaquin City, Utah, this 16th day of March 2021.

SANTAQUIN CITY

Kirk F. Hunsaker, Mayor

VOTING:

Council Member Miller	Yea__	No__
Council Member Montoya	Yea__	No__
Council Member Mecham	Yea__	No__
Council Member Hathaway	Yea__	No__
Council Member Bowman	Yea__	No__

Attest:

SEAL

K. Aaron Shirley, City Recorder



MEMORANDUM

To: Mayor & Council
From: Benjamin Reeves, City Manager
Date: March 16, 2021
Subject: Mt. Nebo Water Agency Representation

Mayor & Council,

Pursuant to the change to the council assignments as proposed by the Mayor, Santaquin City's representation on the Mt. Nebo Water Agency will be switching to Council Member Hathaway and Council Member Mecham as an alternate. This action requires a resolution of our council (see attached).

Please feel free to contact me if you have any questions.

Santaquin City Resolution 03-07-2021

A RESOLUTION APPROVING MODIFYING AND DESIGNATING SANTAQUIN CITY'S REPRESENTATION ON THE MT. NEBO WATER AGENCY

WHEREAS, the City of Santaquin is a fourth class city in the State of Utah with the responsibility of providing essential utility services such as water to its residents; and

WHEREAS, the City of Santaquin joined the Mt. Nebo Water Agency to assist in its responsibilities; and

WHEREAS, to provide governance to the Mt. Nebo Water Agency each agency appoints a representative to participate; and

WHEREAS, due to eminent changes to our elected leadership due to the ending of elected leader terms due to an upcoming election, a change is needed to Santaquin City's designated representation to the Mt. Nebo Water Agency;

NOW THEREFORE, be it resolved by the City Council of Santaquin City to accept Mayor Hunsaker's appointment of Council Member David Hathaway as the voting representative and Council Member Lynn Mecham the alternate representative (voting in the absence of Council Member Hathaway) of the Mt. Nebo Water Agency.

ADOPTED AND PASSED by the City Council of Santaquin City, Utah, this 16th day of March 2021.

SANTAQUIN CITY

Kirk F. Hunsaker, Mayor

Attest

K. Aaron Shirley, City Recorder



MEMORANDUM

To: Mayor & Council
From: Benjamin Reeves, City Manager
Date: March 16, 2021
Subject: Utah County Administration of Victim Advocate Services

Mayor & Council,

The attached Interlocal Agreement with Utah County perpetuates our existing agreement which allows Utah County to administer our victim advocate services.

For any questions, please feel free to contact Chief Rodney Hurst.



RESOLUTION 03-08-2021
A RESOLUTION AUTHORIZING AN INTER-LOCAL
AGREEMENT WITH UTAH COUNTY FOR CRIME
VICTIM SERVICES

BE IT HEREBY RESOLVED:

SECTION 1: The following document represents an inter-local agreement between Utah County and Santaquin City for Crime Victim Services.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 16th day of March, 2021.

City of Santaquin,

Kirk F. Hunsaker, Mayor

Attest:

K. Aaron Shirley, City Recorder

AGREEMENT WITH SANTAQUIN CITY FOR CRIME VICTIM SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the COUNTY, and SANTAQUIN CITY, a political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, CITY desires to contract with COUNTY for victim services for victims of crimes occurring in CITY; and

WHEREAS, COUNTY desires to provide victim services for victims of crimes occurring in CITY; and

WHEREAS, the COUNTY currently provides crime victim services; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth;

NOW, THEREFORE, based on the mutual consideration contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. EFFECTIVE DATE; DURATION.

This Agreement shall enter into force upon the approval and execution hereof by the governing bodies of the COUNTY and the CITY. This Agreement is effective as of July 1, 2020 and shall terminate June 30, 2021. This Agreement shall automatically renew for five further one year periods through June 30, 2026 pursuant to the terms stated herein unless either party notifies the other in writing that it does not intend to renew at least thirty (30) days prior to the end of the initial or a renewal term.

Section 2. RECORDS

The COUNTY agrees to keep books and records of victim services provided to victims of crimes occurring in CITY and further agrees that said books and records shall be open for examination by said CITY at reasonable times. All records created or received by the COUNTY in the performance of this Agreement shall be COUNTY records and shall be made available to CITY officials on reasonable notice during business hours. All COUNTY personnel providing services under this agreement are the employees of, and under the supervision and control of COUNTY.

Section 3. SERVICES.

The COUNTY agrees to provide victim services to victims of crimes occurring in CITY in accordance with the attached "Victim Advocate Duties and Responsibilities", hereinafter the "Services", by and through the Utah County Sheriff's Office for and on behalf of the CITY.

Section 4. COMPENSATION

Commencing July 1, 2020, the CITY shall pay to the COUNTY \$12,000 per year for the Services, billed in equal quarterly installments at the end of each quarter. CITY shall pay County for the billed Services within 20 days of the date of the quarterly bill.

Commencing July 1, 2021, the CITY shall pay to the COUNTY \$12,600.00 per year for the Services, billed in equal quarterly installments at the end of each quarter. CITY shall pay County for the billed Services within 20 days of the date of the quarterly bill.

For each succeeding contract year the yearly contract cost shall automatically increase by the percentage increase in the U.S. Bureau of Labor Statistics Consumer Price Index, All Items, for the 12 month period ending December 31 of the previous year.

If COUNTY requests any other increase in the yearly cost of the Services, COUNTY agrees to notify CITY in writing, with justification of the requested increase by February 1st, for the next contract year commencing July 1st. If CITY and COUNTY cannot agree on an increased cost for the Services, or an increase in cost is not budgeted by CITY, COUNTY may terminate the Agreement on thirty days written notice to CITY, and final payment to COUNTY or refund to CITY will be prorated to the date of termination.

Section 5. METHOD OF TERMINATION.

Either party shall have the right at any time after the effective date of this Agreement to terminate this Agreement by giving the other party ninety (90) days notice in writing by registered mail, return receipt requested. If notice is given, this Agreement shall terminate upon the expiration of ninety (90) calendar days from the receipt of the notice and the liability of the parties hereunder for the further performance of the terms of this Agreement shall thereupon cease, but neither party shall be relieved of the duty to perform their obligations up to the date of termination.

Section 6. AMENDMENTS.

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be executed by a duly authorized official of each of the parties.

Section 7. SEVERABILITY.

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid

or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 8. GOVERNING LAW.

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 9. THIRD PARTY BENEFICIARIES.

This Agreement is intended for the benefit of the parties to this Agreement only and confers no rights on anyone who is not a party to this Agreement.

UTAH COUNTY

Authorized and passed on the _____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

William C. Lee, Chairman

ATTEST:
AMELIA POWERS-GARDNER
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO FORM AND LEGALITY:
DAVID O. LEAVITT
Utah County Attorney

By: _____
Deputy Utah County Attorney

SANTAQUIN CITY

Authorized and passed on the _____ day of _____, 2021.

Mayor

ATTEST: _____
CITY RECORDER

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

VICTIM ADVOCATE DUTIES AND RESPONSIBILITIES

For Santaquin Police Department

JOB SUMMARY

Under general supervision of a Sergeant-Enforcement, assists victims of crime through the judicial process by providing information regarding the legal process, investigation process, and resources such as shelter, treatment, education, legal assistance, and financial aid.

ESSENTIAL FUNCTIONS

Responds to hospitals, crime scenes, and other locations as requested by sworn Santaquin Police personnel to assist primary and secondary victims with crisis needs and to provide emotional support; assesses victims' safety and other needs, informing them of available resources and acting as a liaison in obtaining services.

Assesses and reviews violent crime reports and ensures victims are contacted within established time frames.

Receives cases referred by Santaquin Officers and serves as a liaison between the victim, the referring officer, and the attorney; educates each victim regarding the legal process and the rights afforded them under the law.

Assists victims in preparing and filing protective orders, stalking injunctions, and other legal forms.

Attends applicable court proceedings or ensures attendance of a volunteer, testifies as necessary and coordinates transportation of witnesses and/or victims and their families as needed.

Tracks case information, documents referrals and other actions, and writes reports on case progress.

Collects statistical information for the Office of Crime Victim Reparations.

Coordinates with Juvenile Court, the Children's Justice Center, medical and mental health professionals, and other related persons or agencies regarding services provided to victims.

Maintains confidentiality of victims and Santaquin Police reports.

Santaquin-Payson Business of the Month Award



Costco is the chamber Business of the month for March. Costco is an active member of the chamber and the community. They have various charities they operate to benefit the members of the surrounding community. They donate a cake for every ribbon cutting and Business of the Month recipient. We congratulate Costco on this honor.

Santaquin City Council Assignments 2021

Mayor Hunsaker:

- Regional Planning Committee – (MAG)
- Council of Governments (COG)
- Community Development Block Grant Board (CDBG)
- South County Mayors
- Summit Creek Irrigation Board
- City Administration

Council Member Miller:

- Mayor Pro Tem (Alternate Summit Creek Board Representative)
- Liaison to Community Services Department
- Liaison to Police Department
- Community Services Board Member
- RAP Tax Board Member

Council Member Montoya:

- Planning Commission Representative
- ULCT Legislative Policy Committee
- Youth City Council Representative

Council Member Meham:

- Water – Alternate Board Member (SUVMTWA & Mt. Nebo)
- Liaison to Public Works & Engineering Departments
- Payson Santaquin Area Chamber of Commerce

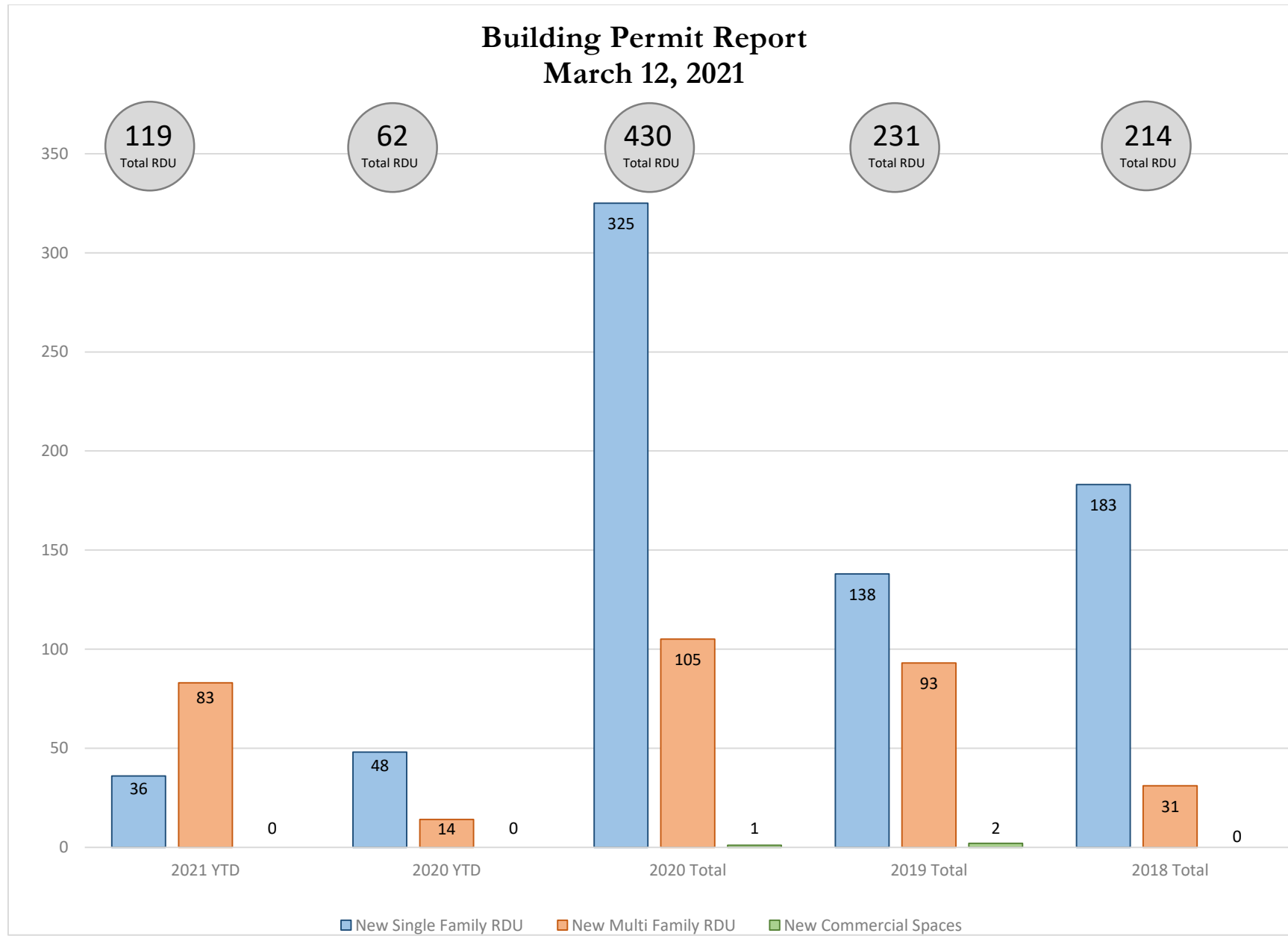
Council Member Hathaway:

- Water Board Member (SUVMTWA & Mt. Nebo)
- Fire Department
- Historic Preservation Board

Council Member Bowman:

- Library Board & Community Services (Library)
- Emergency Preparedness Committee Member
- (Alternate) Liaison to City Administration (e.g. hiring panels, etc.)

Building Permit Report March 12, 2021



New Business Licenses

Name	Owner	Address	Description	BL#
Beauty Bar by Jessica, LLC	Jessica Keller	715 N. 350 W.	Home Salon	BL-4281
Summit Garages	Kyle Kinyon	322 W. Royal Land Dr.	Garage flooring, cabinet installs, etc.	BL-4282

MEMO



To: Mayor Hunsaker and City Council
From: Jason Bond, Community Development Director
Date: March 12, 2021
Re: Grey Cliffs Development Agreement

On November 20, 2018, the City Council conditionally approved a rezone for property on the northeast corner of the City. At the time of this action, a proposed development referred to as Summit View Communities was being contemplated by Mr. Steve Larsen. The Council was encouraged by the plans and decided to rezone the property with the condition that a development agreement be prepared, negotiated, and approved. The purpose for this was to give Mr., Larsen the reassurance that he could make an investment into geotechnical work on the site and further plan the development without the fear that the time and money spent would not be for nothing.

During the past three years, that work has been done, additional plans and ideas have been explored, and additional property has been acquired. The name of the proposed development has also been changed to Grey Cliffs. All of these efforts have complicated the negotiations and the terms of the development agreement thus causing the need for the deadline of the conditional rezone to be extended twice. The next deadline for a development agreement to be approved is March 20, 2021. Instead of asking the Council to extend the deadline again, a basic development agreement has been prepared so that Mr. Larsen can secure the zoning and the negotiations for the terms of the development agreement can be addressed in a future amendment.

Staff Recommendation: It is recommended that the City Council approve Resolution No. 03-09-2021 to enter into a development agreement with South Valley Holdings, LLC regarding the proposed Grey Cliffs development.

Recommended motion: “Motion to approve Resolution No. 03-09-2021 to enter into a development agreement with South Valley Holdings, LLC regarding the proposed Grey Cliffs development.”



RESOLUTION 03-09-2021

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH SOUTH VALLEY HOLDINGS, LLC, A UTAH LIMITED LIABILITY COMPANY, REGARDING THE GREY CLIFFS DEVELOPMENT

BE IT HEREBY RESOLVED:

SECTION 1: The attached document represents a Development Agreement with South Valley Holdings, LLC, a Utah limited liability company, regarding the Grey Cliffs development.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 16th day of March 2021.

Kirk F. Hunsaker, Mayor

K. Aaron Shirley, City Recorder

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

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

Parcel Numbers: 30-091-0014, 30-091-0029, 32-040-0041, 30-094-0023 & 30-095-0017

**DEVELOPMENT AGREEMENT BETWEEN
SANTAQUIN CITY AND SOUTH VALLEY HOLDINGS LLC FOR PURPOSES
OF THE GREY CLIFFS DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT is made and entered into on this ____ day of _____, 2021 (the “**Effective Date**”), by and between the City of Santaquin, Utah, a municipality and political subdivision of the State of Utah (“**City**”) and South Valley Holdings, LLC, a Utah limited liability company (“**Owner**”). City and Owner may be hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

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

WHEREAS, Owner owns approximately 233.77 acres of property located at approximately 13439 South Highway 6, in Santaquin, Utah, as more fully described in Exhibit “A” attached hereto (the “**Property**”); and

WHEREAS, on November 20, 2018, the Property was conditionally approved to be rezoned from Agriculture (Ag) and Residential Agriculture (R-Ag) to R-10 Residential with a Planned Unit Development designation (R-10 PUD) as depicted in Exhibit “B” and subject to the approval of a development agreement by the City Council on or before November 20, 2019; and

WHEREAS, on November 20, 2019, the City Council authorized an extension of the deadline to on or before November 20, 2020; and

WHEREAS, the extension was granted for various reasons including, but not limited to, more time needed by the Owner to complete geotechnical evaluations of the Property as it relates to fault lines and other geologic hazards; and

WHEREAS, on November 20, 2020, the City Council authorized an extension of the deadline to on or before March 20, 2021.

WHEREAS, the extension was granted for various reasons including, but not limited to, more time needed for the Owner and City to negotiate terms of the development agreement; and

WHEREAS, the Parties desire to cooperate in the planning and approval of a subdivision or site plan for the Property for the purpose of encouraging an attractive and useful development that complies with the provisions of the R-10 PUD zone; and

WHEREAS, the Parties now desire to enter into this Agreement to establish certain parameters of development of the Property and other development objectives prior to development of the Property.

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

SECTION I. DEFINITIONS

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

- 1.1 **“Applicant” or “Developer”** means Owner, or upon its disposition of any of the Property, each person or entity who owns any portion of the Property that applies for the development of a Project.
- 1.2 **“Buildout”** means the completion of the development of the Property.
- 1.3 **“Design Guidelines”** means Santaquin City Standard Specifications and Drawings, adopted by Santaquin City on September 3, 2019 together with any subsequent amendments thereto.
- 1.4 **“Effective Date”** shall have the meaning set forth in the introductory paragraph preceding the Recitals.
- 1.5 **“Owner(s)”** means South Valley Holdings LLC, and also includes all successors and assigns of the same, designated as the owner or owners of the Property, or any part thereof, as indicated on the records of the Utah County Recorder.
- 1.6 **“Project”** means any portion of the Property proposed for development by an Owner, Developer, or any successors or assigns thereof.
- 1.7 **“Property”** means the following parcels of real property, described by owner and parcel numbers as recorded in the office of the Utah County Recorder: South Valley Holdings LLC Parcel No’s. 30-091-0014, 30-091-0029, 32-040-0041, & 30-094-0023. The Property is more particularly described in Exhibit “A” hereto.

SECTION II. GENERAL RIGHTS AND RESPONSIBILITIES

2.1 General Rights and Responsibilities of Owners

2.1.1 **Conditions of Approval and Impact Fees.** With respect to the development of the Property, Owners accept and agree to comply with the impact, connection, and building fees of

the City currently in effect, or as amended, so long as any such fee schedule will be applied uniformly within the City or service area of the City, as applicable. Owners acknowledge that the development of any Project within the Property will require infrastructure supported by impact fees and finds the fees currently imposed to be a reasonable monetary expression of exactions that would otherwise be required at this time. Owners agree not to challenge, contest, or bring a judicial action seeking to avoid payment of or to seek reimbursement for such fees, so long as such fees are applied uniformly within the City or service area.

2.1.2 Statement Regarding “Compelling, Countervailing Public Interest.” 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.

2.1.2.1 The City acknowledges that as of the date of this Agreement, to the best of its knowledge, information and belief, the City is unaware of any material facts under which a desire of the City to modify the Owner’s rights under this Agreement would be justified by a “compelling, countervailing public interest.”

2.1.2.2 If, however, it should be discovered that there did, in fact, exist, as of the date of this Agreement, material facts under which modification of the Owners’ rights under this Agreement would be justified by a “compelling, countervailing public interest,” Owners’ acknowledge that they neither have nor had any vested rights as to any matter arising from or affected by any material facts of which the City was not or should not have been aware as of the date of this Agreement.

2.1.3 Construction Mitigation. Prior to any development of a Project, Developer shall provide the following measures, all to the reasonable satisfaction of the City’s Engineer, to mitigate the impact of construction within the Project. Developer 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 Project:

2.1.3.1 Limits of disturbance, vegetation protection and the re-vegetation plan for all construction, including construction of public improvements;

2.1.3.2 Protection of existing infrastructure improvements from abuse or damage while new infrastructure improvements are being constructed;

2.1.3.3 Construction traffic routing plan to minimize traffic impacts on Santaquin City and residential areas as approved by the City; and

2.1.3.4 No mass grading operations shall be permitted on the Property without prior approval of a conditional use permit from the City.

2.1.4 Subsequent Applications Under Future Development Code. Without waiving any rights granted by this Agreement, an Owner may, from time-to-time or at any time, request the City’s authorization to submit some or all of the Property for development under the version of

the City's Development Code in place at the time of the application, which request may be granted or denied by the City Council.

2.1.5 Vested Rights in Approved Zoning. An Owner or Developer may apply for development of a Project so long as the proposed development complies with all City land use ordinances, which are either in effect on the date that a complete application is submitted to the City, or as excepted herein. Land use regulations which are applicable to the Project may be modified when required by federal and/or state laws and regulations promulgated to avoid any imminent and substantial risk or threat of injury to the public health and safety. All development within the Project shall be subject to and comply with any future amendments or changes to the Uniform Building Code, American Association of State Highway Transportation Officials (AASHTO) standards, federal water quality regulations, as the City makes changes or amendments based on any such standards, codes and/or regulations that may now or then be applicable to the Project or any phase thereof.

2.1.6 Design Standards.

2.1.6.1 All multi-family or attached single family units must be approved by the City's architectural Review Committee in accordance with City Design Guidelines.

2.1.6.2 All single-family homes must meet or exceed masonry and siding materials standards previously allowed in developments located on the Property.

2.1.7 Affirmation of Ownership. Each of the Owners hereby affirms that the ownership of the Property as set forth on section 1.7 is accurate and truthful as of the date of execution of this Agreement.

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 Owners' detriment may render the City liable to such remedies as may be available to Owners under such circumstances.

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

2.2.3 Reimbursement Agreements. At the request of an Applicant, the City may enter into reimbursement agreement(s), with any applicant for development of property which receives a direct benefit from easements, rights-of-way, roads, water (culinary and secondary) or sewer improvements installed by Developer. Any such agreement shall provide that the applicants shall be assessed a pro-rata charge for the direct benefitting from any or all of the improvements described above. The City shall, in its sole discretion, determine the costs to be reimbursable to the Developer(s), the method of assessment, and the identity of the benefited property for purposes of reimbursement.

2.2.4 Power of Eminent Domain. The City agrees that in the event that an Applicant needs to obtain easements or rights of way for the purpose of constructing infrastructure improvements for a Project and is otherwise unable to negotiate a reasonably acceptable contract for such easements or rights of way, the City, upon the request of Applicant, may *consider, but is not required to*, exercise its power of eminent domain to obtain such easements or rights of way, any and all costs of which shall be borne by the Applicant so requesting.

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

SECTION III. SPECIFIC RIGHTS AND RESPONSIBILITIES

3.1 Consideration of Adjacent Developments. Notwithstanding any contrary provisions, the Parties acknowledge that properties in the surrounding area may be planned for development. Owners agree to collaborate and cooperate to assure adequate sizing and locating of public utilities and road systems, as generally contemplated in the City's various master plans. Developers are not required to enter into agreements with other property owners unless offers and terms presented by the other owners are reasonable and economically viable, as determined by the Developers. Owners agree that each Project shall be designed and constructed in such a manner that will accommodate the extension and connectivity to roadways, utilities, and related infrastructure needed for the development of adjacent properties through the Property where needed. Additional costs to the Developer to provide for such capacities for all road systems and utilities, shall not be the responsibility of the City. If the City determines that additional upsizing of infrastructure through the Property is needed, beyond that required to accommodate the development of adjacent properties, the City will reimburse the Developer for costs as may be provided in sections 3.2 through 3.5 hereafter.

3.2 Water.

3.2.1 Obligations of the Owners and Developers.

3.2.1.1 Water System. Each Developer shall, at its sole cost and expense, design, build, and dedicate to the City all water distribution facilities of sufficient capacity to handle the total estimated requirement of its Project at Buildout and to accommodate the development of all of the Property. Such facilities shall be built according to City specifications and standards. All facilities necessary to provide a water system installed by Developer within the Project, upon acceptance by the City, shall be owned, operated, and maintained by the City. The obligations of Developers or their successors or assigns shall include the construction of water distribution lines outside the Project and outside

the Property as necessary to connect to and/or loop the existing Santaquin City water system. Developer shall be similarly responsible for such infrastructure at such time as any portion of the Property is developed.

3.2.1.2 Satisfaction of Water Rights Requirement. Owners hereby assert that they are familiar with Santaquin City Code 8.04.100 and hereby agree that prior to either approval of a final plat for, or issuance of a building permit on, any parcel of property that is included in the Project, the owner of the subject parcel shall either dedicate water rights to the City or, with the City's written consent, pay a cash equivalent in value to the cost of the required water rights, as specified by, or as determined in accordance with, the provisions of the City Code. The City, in its sole discretion, shall determine whether the requirements of this section shall be satisfied by the dedication of water rights or the payment of money in lieu of said water rights. The City shall not be required to approve any plat, or issue any building permit, until such requirements are fully satisfied.

3.2.1.2.1 Application of Prior Credits for Water. Owner will receive credit, if any such exist, for water dedicated and money in lieu of water payments made before the execution of this Agreement.

3.2.2 City Obligations. Upon the dedication and acceptance by the City of the water delivery system, satisfaction of the water rights requirements (as outlined in section 3.2.1.2), and payment of impact fees, the City shall provide all use areas served by such infrastructure within the Project, water service at a level generally provided to other areas of the City.

3.3 Sanitary Sewer Service and Facilities.

3.3.1 Owners' Obligations. In recognition and consideration of the City's willingness to provide the sanitary sewer service necessary to meet the demands of the Project at Buildout, Owners voluntarily agree as follows:

3.3.1.1 Easements and Installation. Owners shall grant to the City, at no cost to the City, all easements necessary for the operation, maintenance, and replacement of all wastewater collection lines and related facilities ("**Wastewater Facilities**"), located within the Property and as may be needed off site for Buildout of the Property as the City determines to be reasonably necessary and in accordance with City Design Guidelines as well as in accordance with Utah State Rules governing sanitary sewer design requirements.

3.3.1.2 Construction of Sewer Infrastructure. Each Applicant for the development of a Project shall install or upsize, at its sole expense, all Wastewater Facilities which the City deems necessary to provide such disposal and treatment service from the Project to the Santaquin sewer system, including both on-site and off-site improvements. Developer shall construct all such facilities with capacity for development of all the Property, at its sole cost and expense.

3.3.1.3 Payment of Sewer Impact Fees. All preliminary and final subdivision plats and all site plan approvals presented after the effective date of this Agreement are subject

to the payment of sewer impact fees and sewer connection fees then in effect and generally applicable to other development within the City, payable at the time of building permit issuance.

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

3.4 Transportation and Traffic Mitigation.

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

3.4.1.1 Plans and Permits. Prior to any development of a Project, the Developer shall obtain all necessary approvals and permits from the City, and from the Utah Department of Transportation (hereinafter “UDOT”) if applicable.

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

3.4.1.3 Roads Outside the Project. The Developer shall, at its sole cost and expense, obtain all of the necessary easements and rights of way for the construction of all roadways and related improvements, which are outside its Project that, in the opinion of the City, are reasonably necessary to provide sufficient ingress to and egress from the Project and the remainder of the Property, and shall complete the construction of said roadways.

3.4.1.4 Sidewalk, Curb and Gutter. Each Developer of a Project shall construct, at its sole expense, internal curbing & pedestrian pathways in all portions of the Project as may be required by the City in connection with the approval of any final subdivision or development plat or building permit.

3.4.1.5 Landscaping. Upon the City's approval of any plat within a Project, the Developer shall construct and create, at Developer's sole cost and expense, landscape improvements as set forth in the City's Design Guidelines and Development Code. Such

landscape improvements shall include the construction, creation, and maintenance of such improvements as shall be approved by the City in connection with the required development process.

3.4.2 City Obligations.

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

3.4.2.2 Reimbursements.

3.4.2.2.1 Developer shall receive impact fee reimbursements for installation of landscaping and trail improvements along roads outside the Property, to the extent said improvements are included in the City's Park Impact Fee Facility Plans and associated analysis. Park impact fee reimbursements will not exceed the costs outlined for landscape and trail improvements installed and accepted by the City and City verified construction invoices and other necessary documentations. Reimbursement payments will be made on a quarterly basis and be equivalent to the parks impact fees received from development within the Project during the quarter. If park impact fees derived from the Project during the term of this agreement are insufficient to cover the City approved park and trail improvements under this part, the City shall assume no liability for reimbursement to the Developer for the facilities. Such landscaping and trail improvements reimbursement payments will be made over a maximum 3-year period from the date of right-of-way acquisition and dedication to the City.

3.4.2.2.2 Developer may be eligible for reimbursement of right-of-way acquisition costs associated with the roads outside a Project in accordance with the City's Transportation Impact Fee Facility Plan and associated analysis. Such road reimbursement payments will be made over a maximum 2-year period from the date of right-of-way acquisition and dedication to the City.

3.4.2.2.3 To the extent that offsite road improvements are more than what are necessary to serve the Project based on other developments and access routes being constructed on adjacent properties, the City may reimburse Developer the costs of grading and materials related to road construction. Any such reimbursements will be based on Developer completed and City accepted improvements as well as City verified construction invoices, weigh tickets, field measurements, or other necessary documentations. Reimbursement payments will be made on a quarterly basis equivalent to the transportation impact fees received from development within the Project during the quarter.

3.4.2.2.4 The City may elect to prepay, rather than reimburse, some or all of those costs outlined in sections 3.4.2.2.1 thru 3.4.2.2.3. The prepayment amount would be determined by coordination between the City Engineer and Developer after receiving appropriate bids and estimates for the work. If the City chooses to

use this prepayment option, then Developer will not be entitled to reimbursement of funds as outlined above and waives any claim to reimbursement of funds beyond that amount determined by the City Engineer and Developer for the prepaid work.

3.5 Utilities.

3.5.1 Applicant's Obligations. Each Applicant for development of a Project shall be responsible at its sole cost and expense, for the provision of all utility infrastructure within the Project of sufficient capacity to accommodate the development of the remainder of the Property, including (but not necessarily limited to) the following:

3.5.1.1 As provided in section 3.2 hereof, culinary and secondary water systems, including all appurtenances;

3.5.1.2 As provided in section 3.3 hereof, sewer and sanitary systems;

3.5.1.3 Runoff and storm drainage;

3.5.1.4 Natural gas;

3.5.1.5 Electricity;

3.5.1.6 Street lighting; and

3.5.1.7 Telecommunications.

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

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

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

SECTION IV. ZONING

4.1 Santaquin Zoning Map.

4.1.1 **Zoning.** Upon execution of this agreement, the Property shall be zoned R-10 Residential with a Planned Unit Development designation (R-10 PUD) as shown in Exhibit “B”. Development of the Property will be predicated upon compliance with all R-10 PUD including but not limited to open space dedication requirements, density criteria, landscaping and architectural considerations, amenities, and all City Design Guidelines. All City Design Guidelines shall apply to development.

SECTION V. GENERAL PROVISIONS

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

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

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

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

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

SECTION VI. MISCELLANEOUS

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

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

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

6.4 Construction. This Agreement has been reviewed and revised by legal counsel for 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 Agreement.

6.5 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.

6.6 Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by Owner to any other party, individual or entity without Owner assigning both the rights as well as the assignee assuming the obligations under this Agreement.

6.7 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.

6.7.1 Mediation. Any and all disputes arising out of or related to this Agreement or the Parties’ performance hereunder shall be submitted to mediation before a mutually-acceptable mediator prior to initiation of litigation or any other binding or adjudicative dispute resolution process. The Parties shall: (i) mediate in good faith; (ii) exchange all documents which 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.

6.7.2 Attorney’s Fees. 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.

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

Owner: South Valley Holdings, LLC
Attn: Stephen A. Larsen
935 West Center Street
Lindon, Utah 84042
steve.sandlinc@gmail.com

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.

6.9 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.

6.10 Counterparts and Exhibits. This Agreement may be executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement and its exhibits constitute the entire

understanding and agreement of the Parties to this Agreement and supersedes all prior discussions, agreements and understandings. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A Description of the Property with Illustrative Map
Exhibit B Zoning Approval Map

6.11 **Duration.** This Agreement shall continue in force and effect until the earlier of December 31, 2041, or such time as all obligations hereunder have been satisfied (the “**Term**”).

6.12 **Insurance and Indemnification.** South Valley Holdings, 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) South Valley Holdings, LLC or by South Valley Holdings, LLC contractors, subcontractors, agents or employees, or (b) any one or more persons directly or indirectly employed by, or acting as agent for, South Valley Holdings, LLC or any of South Valley Holdings, LLC contractors or subcontractors. Nothing in this Agreement shall be construed to mean that South Valley Holdings, 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.

6.12.1 **Hazardous, Toxic, and/or Contaminating Materials.** South Valley Holdings, 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 on the Property, except where such claims, liability, costs, fines, penalties, charges and/or claims are due to the actions of the City.

6.12.2 **Bodily Injury and Property Damage Insurance.** South Valley Holdings, 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 on or with respect to the Property by South Valley Holdings, 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, South Valley Holdings, 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 Residential R-10 PUD zone.

6.13 **Acknowledgment.** By its signature below, Owner acknowledges that the Property is owned by Owner 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.

6.14 **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.

6.15 **Recordation of Development Agreement.** No later than ten (10) days after the Approval Date, the City shall cause to be recorded an executed copy of this Agreement in the official records of the County of Utah.

6.16 **Sub-developer Agreements.** The Parties hereto, or some of them, may enter into separate agreements with Sub-developers or others obtaining rights from Owner, provided however that nothing in any separate agreement may conflict with the entitlements and benefits obtained by Owner in this Agreement without the express written consent of Owner.

6.17 **Exclusion from Moratoria.** The Property shall be excluded from any temporary ordinance adopted pursuant to Utah Code § 10-9a-504 unless such a temporary ordinance is found on the record by the Santaquin, Utah City Council to be necessary to avoid a compelling, countervailing public interest.

6.18 **Time of the Essence.** Time is of the essence to this Agreement, and every right or responsibility shall be performed within the times specified.

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

OWNER:

South Valley Holdings, LLC
a Utah limited liability company

By: _____
Stephen A. Larsen
Member

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On _____, 2021, Stephen A. Larsen personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same in his capacity as a Member of South Valley Holdings, LLC.

Notary Public

CITY:

City of Santaquin
a municipality and political subdivision of
the State of Utah

By: _____
Kirk Hunsaker
Mayor

ATTEST:

K. Aaron Shirley, City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On _____, 2021, Kirk Hunsaker personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same in his capacity as Mayor of Santaquin City, Utah.

Notary Public

Exhibit A Description of the Property with Illustrative Map

ZONE CHANGE PARCELS

30:091:0029	SOUTH VALLEY HOLDINGS LLC
30:091:0014	SOUTH VALLEY HOLDINGS LLC
32:040:0041	SOUTH VALLEY HOLDINGS LLC
30:094:0023	SOUTH VALLEY HOLDINGS LLC

ZONE CHANGE DESCRIPTION

BEGINNING AT A POINT WHICH IS EAST 1355.49 FEET & NORTH 20.34 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, T9S, R2E, SLB&M.;

S 89°08' 25" W 9.85 FT;
N 23°37' 50" W 48.38 FT;
N 00°18' 56" W 285.16 FT;
N 00°44' 28" E 176.28 FT;
N 00°51' 53" W 289.12 FT;
N 56°40' 0" E 430.20 FT;
N 55°31'46" E 335.01 FT;
N 51°33'02" E 153.10 FT;
N 89°08'25" E 605.18 FT;
N 02°09'27" W 15.10 FT;
N 89°08'25" E 118.44 FT;
NORTH 679.39 FT;
WEST 37.79 FT;
N 34°13'11" E 1028.84 FT;
EAST 535.81 FT;
SOUTH 181.50 FT;
EAST 129.01 FT;
S 00°40'05" E 39.18 FT;
N 89°31'08" E 724.44 FT;
SOUTH 209.38 FT;
EAST 280.50 FT;
NORTH 211.73 FT;
N 89°31'08" E 319.06 FT;
S 00°28'52" E 1301.51 FT;
S 89°20'01" W 1999.42 FT;
S 00°51'35" E 402.47 FT;
S 88°53'26" E 113.62 FT;
N 00°51'35" W 150.00 FT;
S 87°04'34" E 1833.22 FT;
S 00°59'42" W 930.82 FT;
S 89°08'25" W 62.12 FT;
S 00°57'58" W 896.02 FT;
N 89°01'35" W 3000.00 FT;
N 00°58'24" E 800.01 FT;
S 89°08'25" W 856.23 FT TO THE POINT OF BEGINNING.

CONTAINS: 233.77 AC

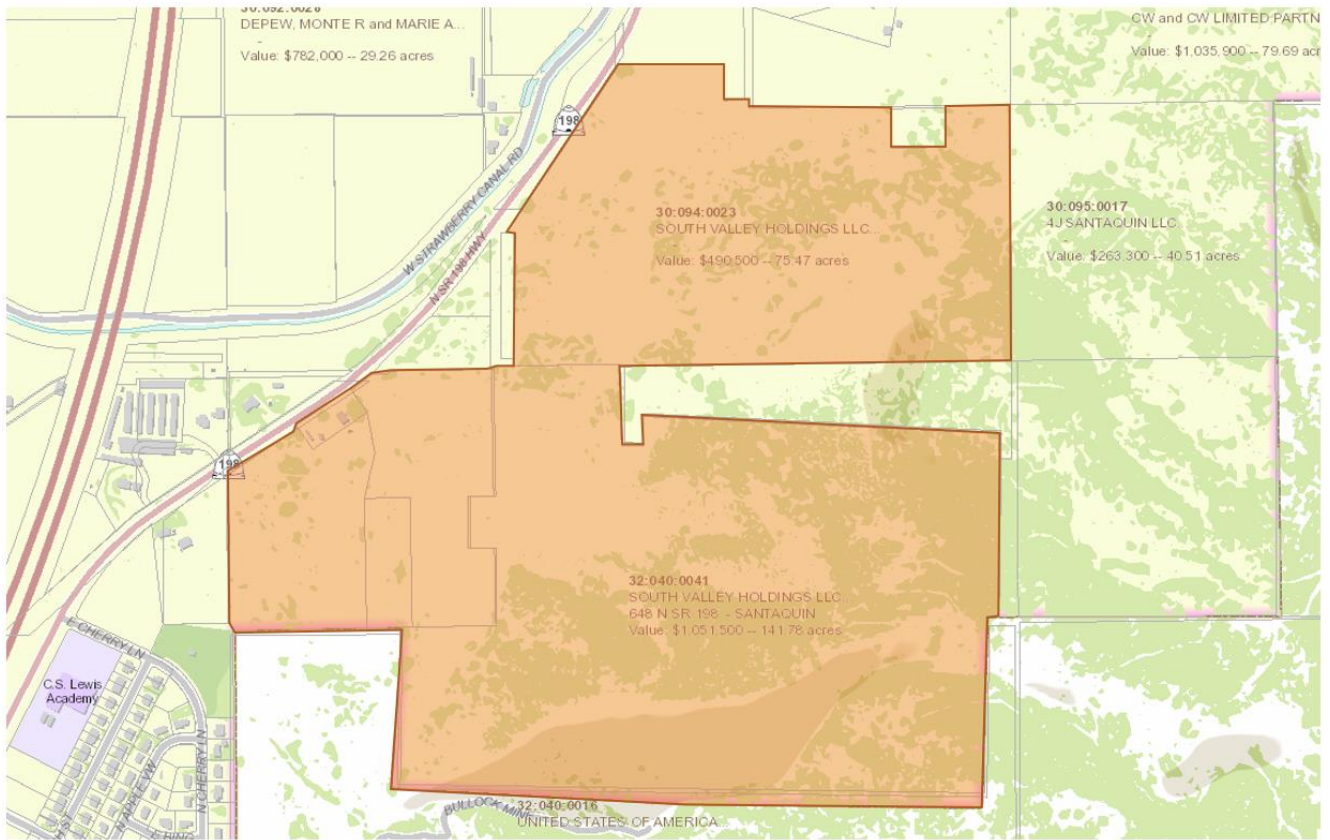


Exhibit B Zoning Approval Map



MEMORANDUM

March 12, 2021

To: Santaquin City Mayor and City Council
From: Norm Beagley, Assistant City Manager
RE: Harvest View Drive and Harvest View Park Phase 1 Sewer

Mayor and Council Members,

In relation to construction of the next phase of Harvest View Park, we need to install a new sanitary sewer line within the currently being constructed Harvest View Drive. This new sewer line will service our new restrooms at the south end of Harvest View Park. The new sewer line will also provide sewer service capacity to the property to the south of Harvest View Park. As this new sewer line will service that adjacent parcel, there will be future potential to recoup a portion of the costs for this sewer line from the future developer/development of that parcel.

The cost to install this sewer line is \$47,955.00. For this Harvest View Drive sewer installation, Mitchell Excavation has agreed to match their bid pricing for this work under their bid for the soon to be constructed Highland Drive/Canyon Road intersection.

I am happy to answer any questions that you may have regarding this item.

Staff Recommendation:

Staff recommends approval of a contract award to Mitchell Excavation to construct the new sewer in Harvest View Drive in an amount not to exceed \$47,955.00.

MITCHELL EXCAVATION, INC.

1455 W 200 S
 Lindon, UT 84042

Estimate

Date	Estimate #
3/5/2021	3416

Name / Address
Santaquin City nbeagley@santaquin.org

			Project	
			Summit Ridge Sewer main ext...	
Description	Unit	Qty	Cost	Total
SUMMIT RIDGE SEWER MAIN EXTENSION TO SERVICE CITY PARK				
SEWER - OPTION #1 - 8" PIPE				
Tie into existing manhole - Core drill will be needed.	LS	1	1,950.00	1,950.00
8" Sewer Main	LF	500	38.00	19,000.00
48" Manhole	EA	1	3,500.00	3,500.00
8" Sewer stub out of manhole into park area. (approx. 40')	LS	1	1,800.00	1,800.00
A1a Import Fill Used in Trenches for backfill	TN	1,525	10.50	16,012.50
Pressure, TV & Deflection	LF	540	3.00	1,620.00
Adjust & Collar Manhole	EA	1	560.00	560.00
Subtotal				44,442.50
SEWER - OPTION #2 - 10" PIPE				
Tie Into Existing Sewer Manhole - Core drill will be needed.	LS	1	2,100.00	2,100.00
10" Sewer Main	LF	500	45.25	22,625.00
48" Manhole	EA	1	3,500.00	3,500.00
8" Sewer stub out of manhole into park area. (approx. 40')	LS	1	1,800.00	1,800.00
A1a Import Fill Used in Trenches	TN	1,500	10.50	15,750.00
Pressure, TV & Deflection	LF	540	3.00	1,620.00
Adjust & Collar Manhole	EA	1	560.00	560.00
Subtotal				47,955.00
SEWER - OPTION #3 - 12" PIPE				
Tie Into Existing Sewer Manhole - Core drill will be needed.	LS	1	2,250.00	2,250.00
12" Sewer Main	LF	500	51.00	25,500.00
60" Manhole	EA	1	4,100.00	4,100.00
8" Sewer stub out of manhole into park area. (approx. 40')	LS	1	1,800.00	1,800.00
A1a Import Fill Used in Trenches	TN	1,450	10.50	15,225.00
Pressure, TV & Deflection	LF	540	3.00	1,620.00
Adjust & Collar Manhole	EA	1	560.00	560.00
Subtotal				51,055.00
Estimate	Total			

MEMO



To: Mayor Hunsaker and City Council
From: Jason Bond, Community Development Director
Date: March 12, 2021
RE: **Orchard Hills Townhomes II Preliminary Plan**

Zone: RC Size: 1.64 Acres Residential: 19 Commercial: 5
--

The Orchard Hills Townhomes II Subdivision is located at approximately 166 East and 400 South and is in the Residential Commercial (RC) zone. The project is on 1.64 acres and will create 19 townhomes and 5 commercial units. The subdivision is a continuation of the Orchard Hills Townhomes project.

The main floor of the townhomes along Highland Drive will be used as commercial and the upper floor will be used as residential. The RC zone allows for this type of mixed-use development. The site is meeting the residential and commercial parking requirements. A tot lot was installed with Orchard Hills Townhomes I Subdivision and a pavilion will be installed in Orchard Hills Townhomes II Subdivision. The entire project meets the amenities, landscaping and open space requirements. The buildings with just townhomes will be identical to the buildings that are already there. However, the building with commercial units was reviewed and has received approval from the Architectural Review Committee (ARC).

The Development Review Committee reviewed the preliminary plan on September 22, 2020 and forwarded a positive recommendation to the Planning Commission.

The Planning Commission reviewed the preliminary plan on November 24, 2020 and made the following motion:

Motion: Commissioner Gunnell motioned to recommend preliminary approval for the Orchard Hills II townhomes; with the condition that all Engineering, Planning and Zoning redlines are addressed, and that ARC approval is obtained prior to the City Council Review. Commissioner Tolman Seconded.

Roll Call: Commissioner Curtis, Aye; Commissioner Adcock, Aye; Commissioner Tolman, Aye; Commissioner Gunnell, Aye; Commissioner Wood, Aye. The motion passed unanimously 5 to 0.

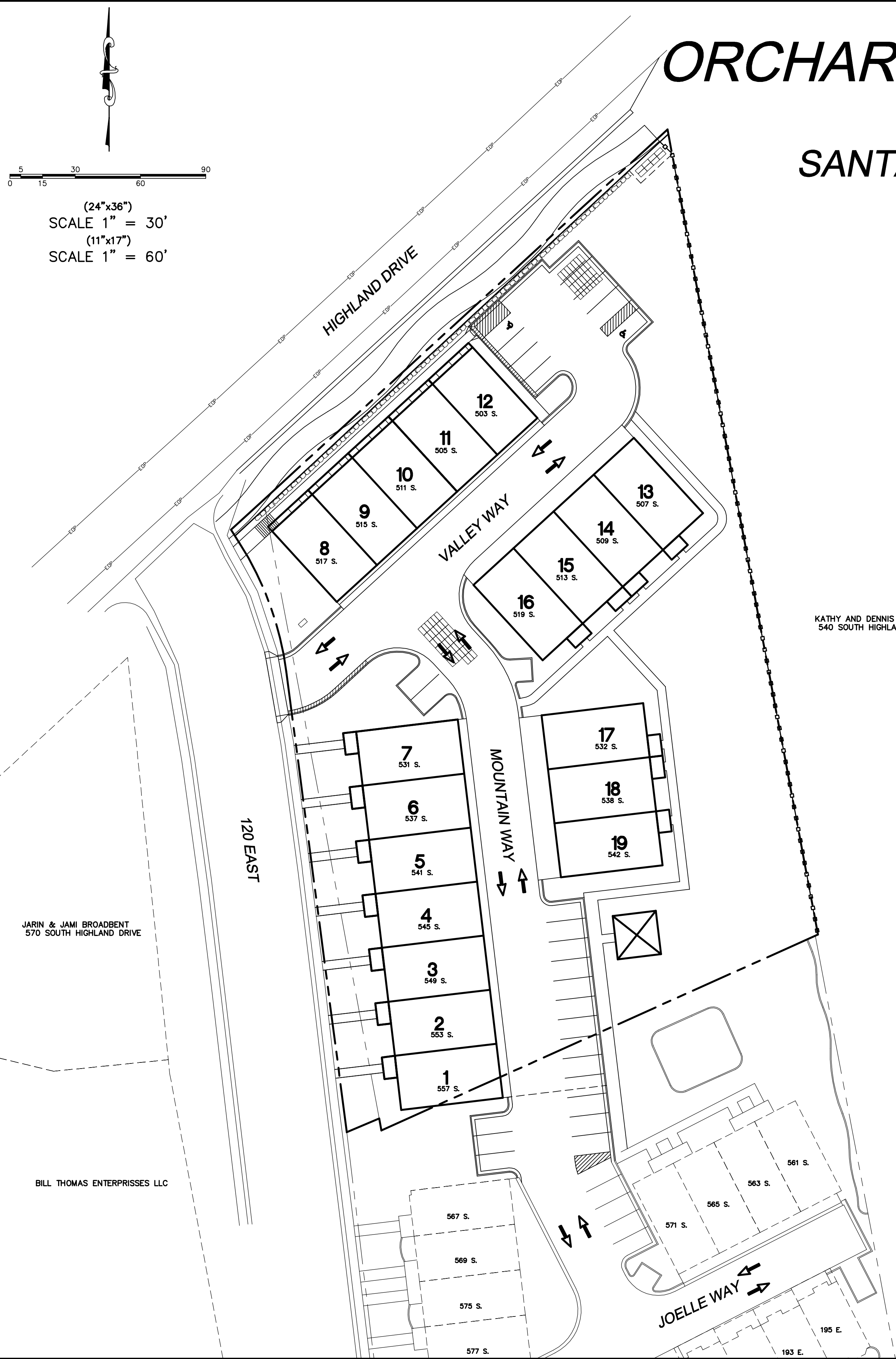
After the City Council reviews and approves the preliminary plan, the Development Review Committee (DRC) will still need to approve the final plat before any lots are recorded. The Development Review Committee may only approve a plat submittal after finding that the development standards of subdivision title, the zoning title, the laws of the State of Utah, and any other applicable ordinances, rules, and regulations have been or can be met prior to the recordation or construction beginning (Santaquin City Code 11.20.060).

Recommended Motion: “Motion to approve the Orchard Hills Townhomes II Subdivision Preliminary Plan with the following condition:

- All planning, zoning and engineering redlines be addressed.

Exhibits:

1. Zoning and Location Map
2. Subdivision Plans
3. Color Rendering of the Building with Commercial Units



ORCHARD HILLS TOWNHOMES II

SITEPLAN

SANTAQUIN, UTAH COUNTY, UTAH

FINAL PLAN SET

NOVEMBER 2020

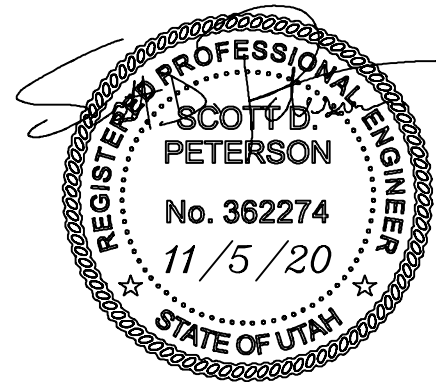
-SHEET INDEX-

SHEET	SHEET NAME
1	COVER & INDEX
2	SITE PLAN
3	GRADING PLAN
4A	DETAIL SHEET
4B	DETAIL SHEET
5	FIRE PLAN
6A	FINAL PLAT (1 OF 2)
6B	FINAL PLAT (2 OF 2)
S1	RECORD OF SURVEY (BY OTHERS)
L1	LANDSCAPING PLAN (BY OTHERS)

KATHY AND DENNIS BRANDON
540 SOUTH HIGHLAND DRIVE

JARIN & JAMI BROADBENT
570 SOUTH HIGHLAND DRIVE

BILL THOMAS ENTERPRISES LLC



OWNER/DEVELOPER
JOHN SMILEY
391 NORTH MAIN
SPANISH FORK, UT 84660

BOUNDARY DESCRIPTION:
COMMENCING AT A POINT WHICH LIES SOUTH 87°08'54" WEST ALONG THE SECTION LINE 1373.59 FEET & SOUTH 121.49 FEET FROM THE NORTH 1/4 CORNER OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 10°34'55" EAST 376.33 FEET TO THE NORTHERLY BOUNDARY OF ORCHARD HILLS TOWNHOMES; THENCE SOUTH 65°50'33" WEST 219.78 ALONG SAID BOUNDARY LINE; THENCE NORTH 10°34'47" WEST 294.71 FEET ALONG 120 EAST ROAD RIGHT-OF-WAY BOUNDARY; THENCE NORTH 47°28'27" EAST 251.75 TO THE POINT OF BEGINNING. CONTAINING 1.71 ACRES OF LAND.

OVERALL PARKING TABLE

TOTAL # UNITS=37
PARKING REQ'D=90
PARKING PROVIDED=91
GARAGE PARKING=57 (20)2-CAR (17)1-CAR
STALLS=34

DENSITY TABLE

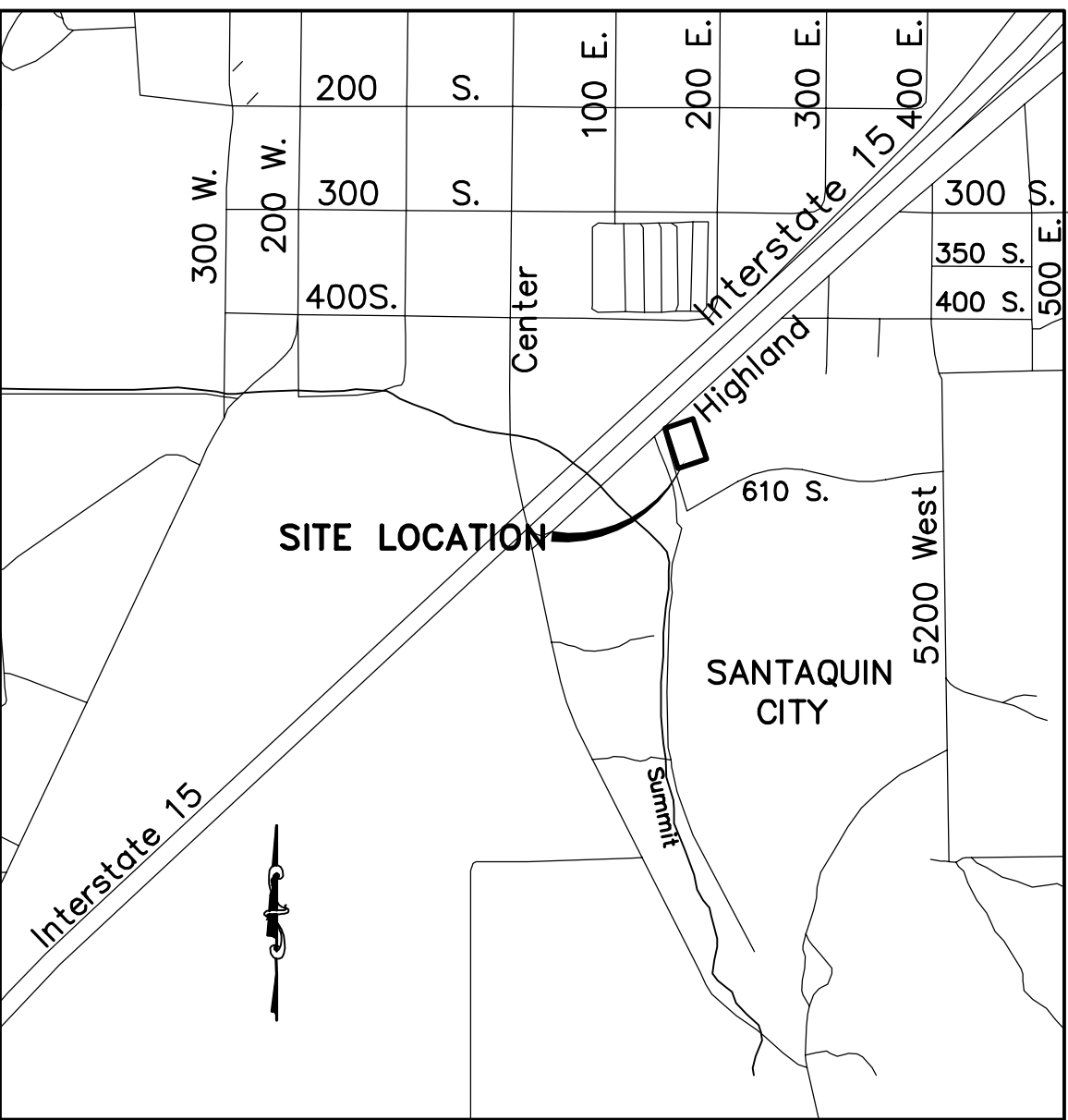
ZONING CLASSIFICATION=RC
NUMBER OF UNITS=20
ACREAGE=1.71 ACRES
PARCEL SIZE SF=74,413
BUILDING AREA SF=22,252
PARKING LOT AREA SF=18,129
LANDSCAPE AREA IN SF=33,326
LANDSCAPE AREA BEHIND FRONT SETBACK SF=24,264

GENERAL NOTES

1. THE DEVELOPER AND THE GENERAL CONTRACTOR UNDERSTAND THAT IT IS HIS/HER RESPONSIBILITY THAT ALL IMPROVEMENTS INSTALLED WITHIN THIS DEVELOPMENT ARE CONSTRUCTED IN FULL COMPLIANCE WITH ALL STATE AND SANTAQUIN CITY CODES, ORDINANCES AND STANDARDS. THIS FACT DOES NOT RELIEVE THE DEVELOPER OR GENERAL CONTRACTOR FROM THE FULL COMPLIANCE WITH ALL MINIMUM STATE AND SANTAQUIN CITY CODES, ORDINANCES AND STANDARDS.
2. GARAGES TO BE 24'X24' WITH A 20' GARAGE DOOR TO COUNT AS 2 PARKING STALLS FOR PHASE 2.

NOTES

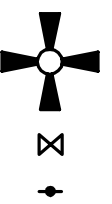
1. ALL UNITS TO BE ADA ADAPTABLE.
2. IF PROJECT IS TO BE SOLD AS CONDO UNITS, CONDOMINIUM PLAT, CC&R'S, AND HOA DOCS WILL BE REQUIRED TO BE APPROVED BY PLANNING COMMISSION.
3. SUBDIVISION IS LOCATED NEXT TO ACTIVE AGRICULTURE OPERATIONS.



VICINITY MAP
-NTS-

LEGEND

LEGEND APPLIES TO ALL SHEETS



SECTION CORNER

EXISTING VALVE

EXISTING POWER POLE

PROPERTY BOUNDARY

CENTERLINE

RIGHT-OF-WAY LINE

LOT LINE

SECTION LINE

BUILDING SETBACK

EASEMENT

EXISTING DEED LINE

EDGE OF PAVEMENT

EXISTING OVER HEAD POWER

EXISTING GAS

EXISTING FENCE LINE

EXISTING DITCH

EXISTING SANITARY SEWER W/MANHOLE

PROPOSED IRRIGATION LINE

EXISTING CULINARY WATERLINE

EXISTING PRESSURIZED IRRIGATION

PROPOSED CULINARY WATERLINE

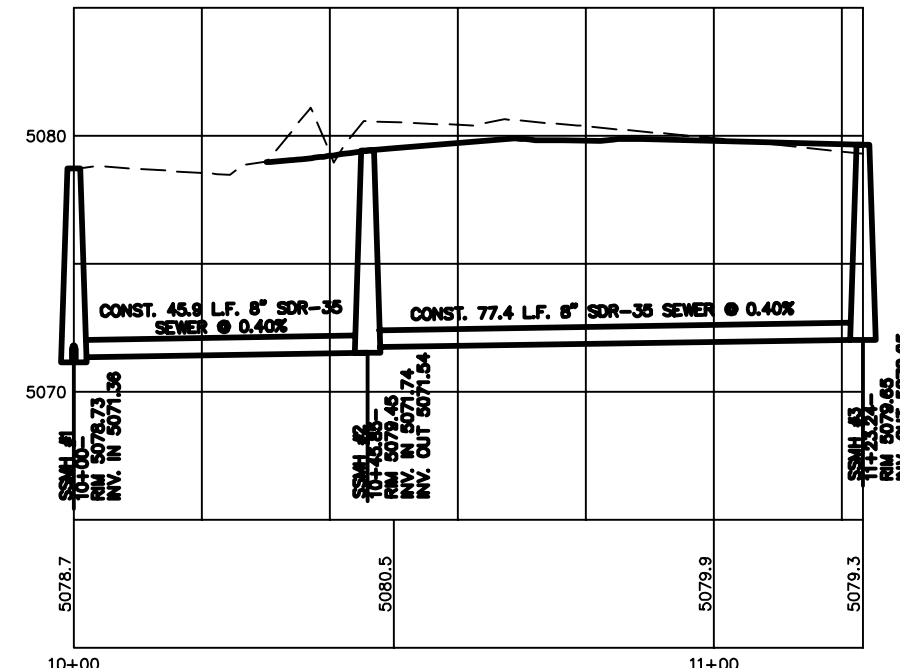
PROPOSED PRESSURIZED IRRIGATION

PROPOSED SEWER LINE



ATLAS
ENGINEERING
L.L.C.

PHONE: 801-655-0566
FAX: 801-655-0109
946 E. 800 N. SUITE A
SPANISH FORK, UT 84660



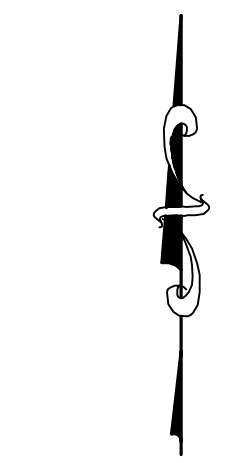
SEWER PROFILE

DENSITY TABLE
ZONING CLASSIFICATION=RC
NUMBER OF UNITS=19
ACREAGE=1.71 ACRES
ACREAGE TO BE DEDICATED FOR STREET ROW=706 SF (0.02 ACRES)
PARCEL SIZE SF=74,413
BUILDING AREA SF=22,252
PARKING LOT AREA SF=18,129
LANDSCAPE AREA IN SF=33,326
LANDSCAPE AREA BEHIND FRONT SETBACK SF=24,264
COMMERCIAL SF=3000 SF

OVERALL PARKING TABLE
TOTAL # UNITS=36
PARKING REQ'D=90
PARKING PROVIDED=91
GARAGE PARKING=57 (20)2-CAR (17)1-CAR
STALLS=34

- NOTES:
- 1. ALL POWER TO BE INSTALLED UNDERGROUND.
 - 2. FIRE SPRINKLERS NOT REQUIRED. DESIGN WILL BE TOWNHOMES WITH FULL FIRE RATED SEPERATIONS (FOUNDATIONS TO ROOF) BUILT BETWEEN EACH UNIT.
 - 3. NO COMMON ATTIC SPACES.
 - 4. HOA WILL BE REQUIRED IF PROJECT IS NOT WHOLLY OWNED BY A SINGLE ENTITY.
 - 5. ALL UNITS TO HAVE EXTERIOR LIGHTING, ONE AT FRONT PORCH AND TWO ON GARAGE.
 - 6. BUILDINGS WILL REQUIRE APPROVAL BY SANTAQUIN CITY ARCHITECTURAL REVIEW COMMITTEE.
 - 7. HVAC EQUIPMENT TO SIT BETWEEN GARAGES.
 - 8. 2" MASTER METER SERVICE LATERAL WILL NEED A CURB-STOP VALVE 1' BEHIND ROW PRIOR TO WATER METER MANIFOLD WITHIN THE VAULTS CONTAINING THE 1" CULINARY WATER METERS TYP.
 - 9. EXISTING CURB GUTTER, ASPHALT AND SIDEWALK TO BE REMOVED.
 - 10. EX. DRIVE APPROACH TO BE REMOVED AND CURB, GUTTER AND SIDEWALK TO BE INSTALLED.
 - 11. 4" MASTER METER SERVICE LATERAL PER SANTAQUIN CITY.
 - 12. REMOVE EXISTING CATCH BASIN, RELOCATE EXISTING SUMP TO SUMP#1.
 - 13. CONTRACTOR TO LOCATE EXISTING UNDERGROUND POWER. IT MAY NEED TO BE RELOCATED.
 - 14. PROPOSED MAILBOX LOCATION.
 - 15. CONST. ADA ACCESS RAMP PER SANTAQUIN CITY STANDARDS.
 - 16. EXISTING BILLBOARD TO BE REMOVED.
 - 17. SAM-SPM COMMERCIAL PARKING ONLY.
 - 18. A 2" ASPHALT OVERLAY MUST BE PLACED 15' TO EITHER DIRECTION FROM THE PROPOSED ASPHALT CUTS.

OWNER/DEVELOPER
JOHN SMILEY
391 NORTH MAIN
SPANISH FORK, UT 84660



(24"x36")
SCALE 1" = 30'
(11"x17")
SCALE 1" = 60'

ORCHARD HILLS TOWHNOMES II

ATLAS ENGINEERING L.L.C.

PHONE: 801-655-0566
FAX: 801-655-0109
946 E. 800 N. SUITE A
SPANISH FORK, UT 84660

SITE PLAN

SANTAQUIN, UTAH

SHEET NO.

2

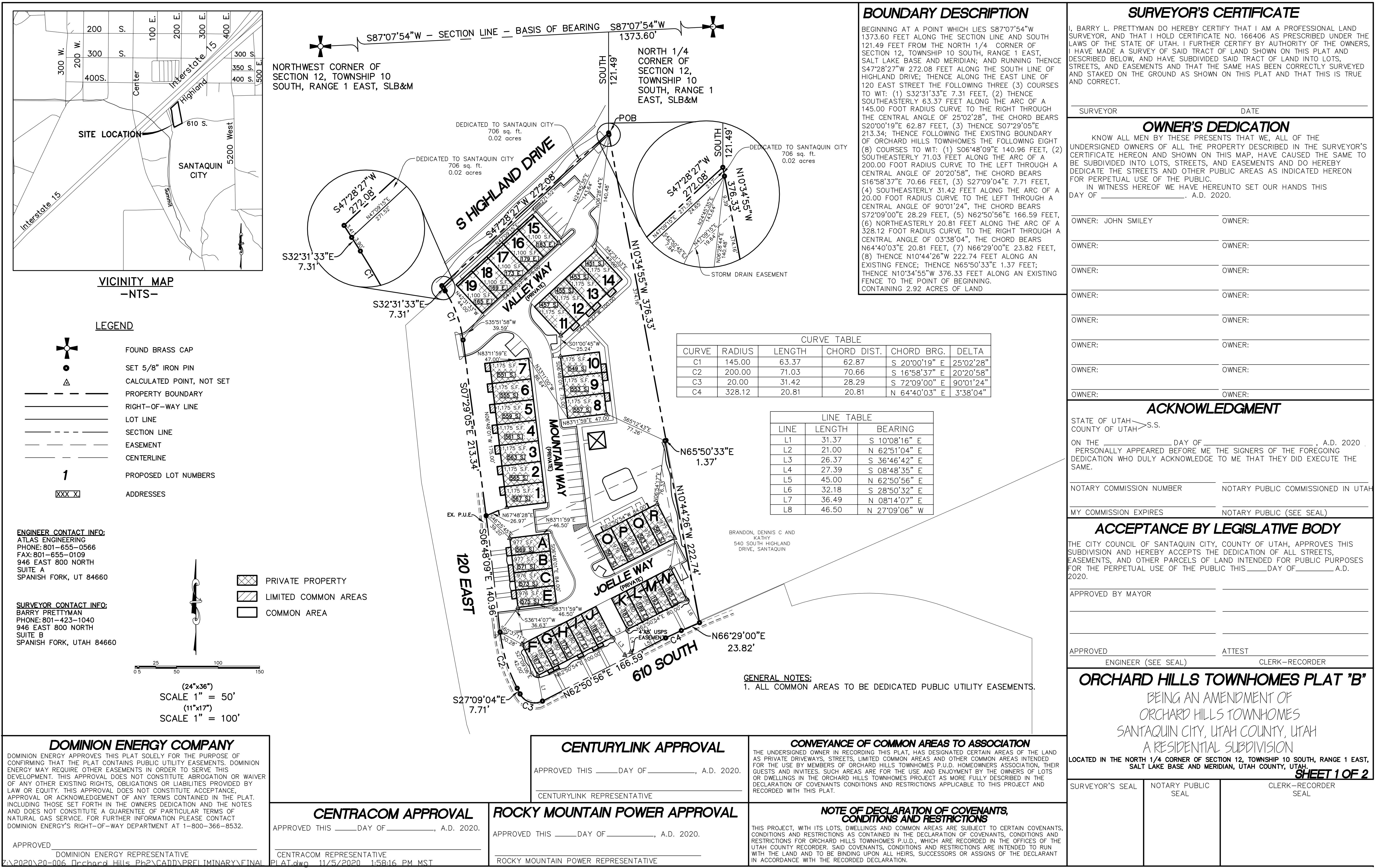
NO.	REVISIONS	BY	DATE
12			
11			
10			
9			
8			
7			
6			
5			
4			
3			
2			
1			

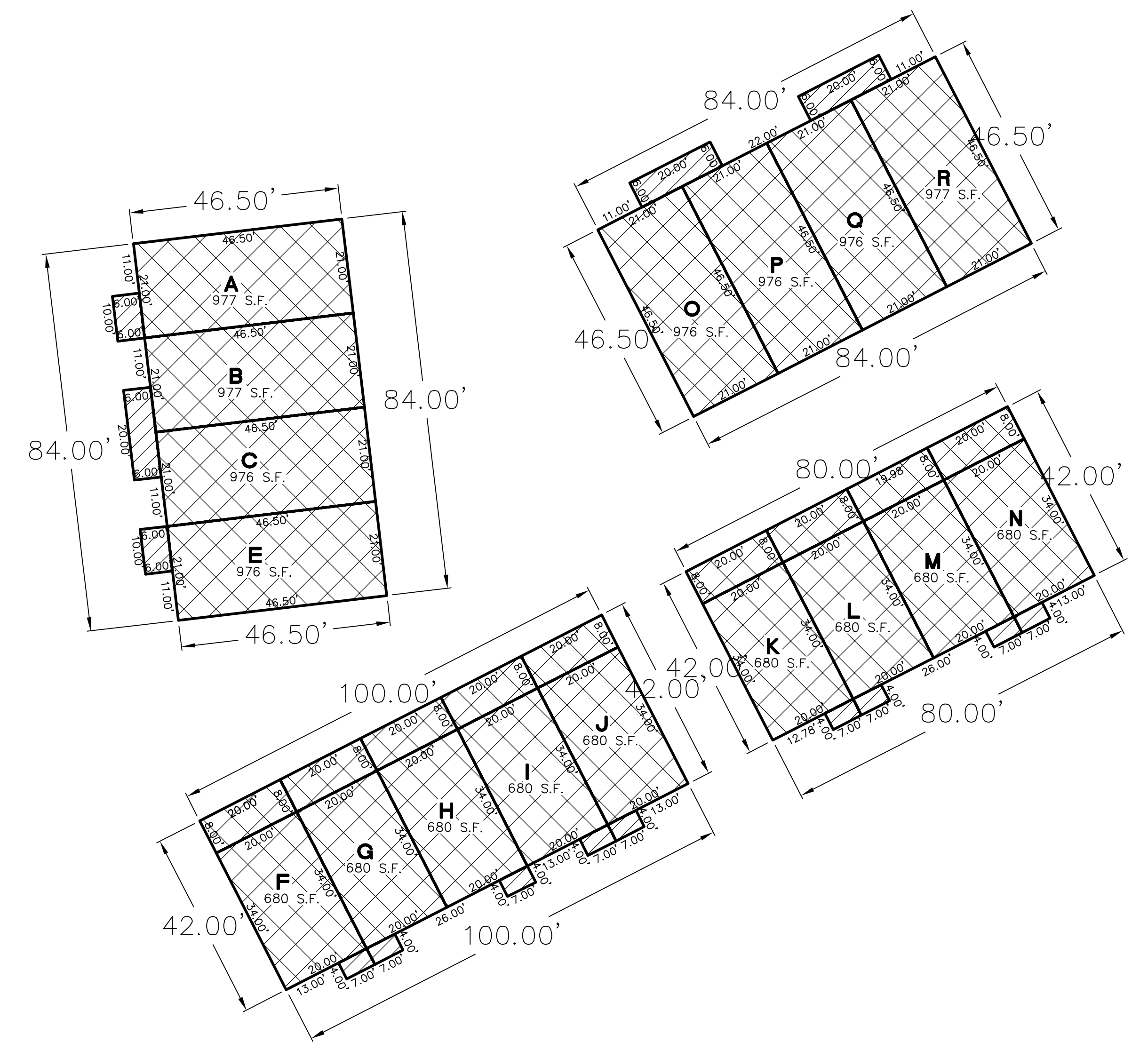
2/20/2020 2:00-006 Orchard Hills PRELIMINARY UTILITY PLANS 11/5/2019 1:18:18 PM MST

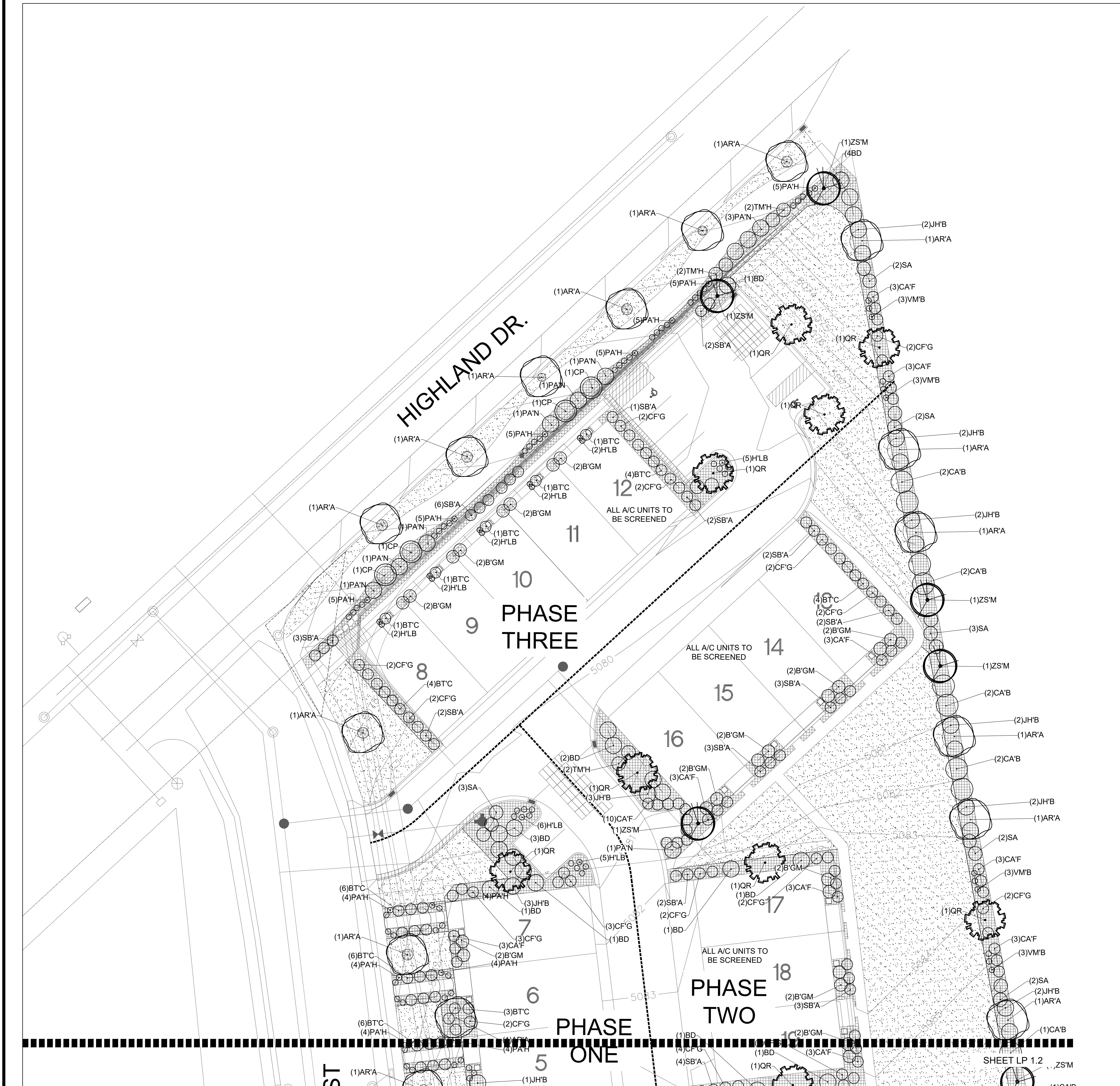


20' x 20' Laminated Wood Forestview Pavilion Shown w/Asphalt Shingles

[illegible]







TREE LEGEND (TOTAL PLANT COUNT)

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	HYDROZONE	SPECIAL NOTES
ZS'M	ZELKOVA SERRATA 'MUSASHINO'	MUSASHINO COLUMNAR ZELKOVA	8	2" CAL.	LOW	
CP	PRUNUS X CERASIFERA	CHERRY PLUM	4	2" CAL.	MODERATE	
AR'A	ACER RUBRUM 'ARMSTRONG'	ARMSTRONG RED MAPLE	21	2" CAL.	LOW	
QR	QUERCUS ROBUR 'FASTIGIATA'	COLUMNAR ENGLISH OAK	11	2" CAL.	LOW	

SHRUB LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	HYDROZONE	SPECIAL NOTES
B'GM	BUXUS X 'GREEN MOUNTAIN'	GREEN MOUNTAIN BOXWOOD	26	5 GAL.	MODERATE	
BTC	BERBERIS THUNBERGII 'CRIMSON PYGMY'	CRIMSON PYGMY DWARF JAPANESE BARBERRY	68	1 GAL.	LOW	
JH'B	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	BLUE CHIP JUNIPER	20	1 GAL.	LOW	
CA'B	CORNUS ALBA 'BAILHALO'	IVORY HALO DOGWOOD	10	5 GAL.	MODERATE	
BD	BUDDLEJA DAVIDII	BUTTERFLY BUSH	17	5 GAL.	HIGH	
PA'N	PICEA ABIES 'NIDIFORMIS'	NEST NORWAY SPRUCE	10	5 GAL.	HIGH	
SB'A	SPIREA X BUMALDA 'ANTHONY WATERER'	ANTHONY WATERER SPIREA	36	1 GAL.	LOW	
TMH	TAXUS X MEDIA 'DENSIFORMIS'	DENSE SPREADING YEW	8	5 GAL.	MODERATE	
SA	SYMPHORICARPUS ALBUS	COMMON SNOWBERRY	23	5 GAL.	HIGH	
CF'G	CARAGANA FRUTEX 'GLOBOSA'	GLOBE PEASHRUB	45	5 GAL.	MODERATE	

GRASSES LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	HYDROZONE	SPECIAL NOTES
CA'F	CALAMAGROSTIS A. 'FOERSTER'	FOERSTER FEATHER GRASS	43	1 GAL.	HIGH	
PA'H	PENNISETUM APOLCUROIDES 'HAMELN'	HAMELN DWARF FOUNTAIN	30	1 GAL.	HIGH	

PERENNIAL LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	HYDROZONE	SPECIAL NOTES
HLB	HEMEROCALLIS X 'LITTLE BUSINESS'	LITTLE BUSINESS DAYLILY	45	1 GAL.	HIGH	
VMB	VINCA MINOR 'BOWLES'	COMMON PERIWINKLE	16	1 GAL.	HIGH	

SITE MATERIALS

SYMBOL	SITE MATERIAL	QUANTITY	SPECIAL NOTES
	3/4" OQUIRRH GRAVEL 3" DEPTH (DOWR 5 OZ. WEED BARRIER FABRIC TO BE INSTALLED IN ALL PLANTER AREAS)	10,511 SQ. FT. (97.3 CU. YD)	LOCATED WHERE SPECIFIED
	LAWN (SOD) AREA	25,711 SQ. FT.	DROUGHT TOLERANT VARIETY SEE NOTE BELOW
	BROWN BARK MULCH	142 SQ. FT.	LOCATED IN TREE RINGS

ISSUE DATE		PROJECT NUMBER	PLAN INFORMATION
11-04-2020		UT20039	
NO.	REVISION	DATE	
1	XXXX	XX-XX-XX	
2			
3			
4			
5			
6			
7			

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
1-800-662-4111
www.bluestakes.org

N

0' 10' 20' 40' 80'

GRAPHIC SCALE: 1" = 20'

ORCHARD HILLS TOWNHOMES

120 EAST AND HIGHLAND DR SANTAQUIN, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT	
Developer / Property Owner: ORCHARD HILLS TOWNHOMES 95 WEST 200 NORTH #2 SPANISH FORK, UT 84660	
Client / Engineer:	ATLAS ENGINEERING 95 WEST 200 NORTH #2 SPANISH FORK, UT 801-655-0566

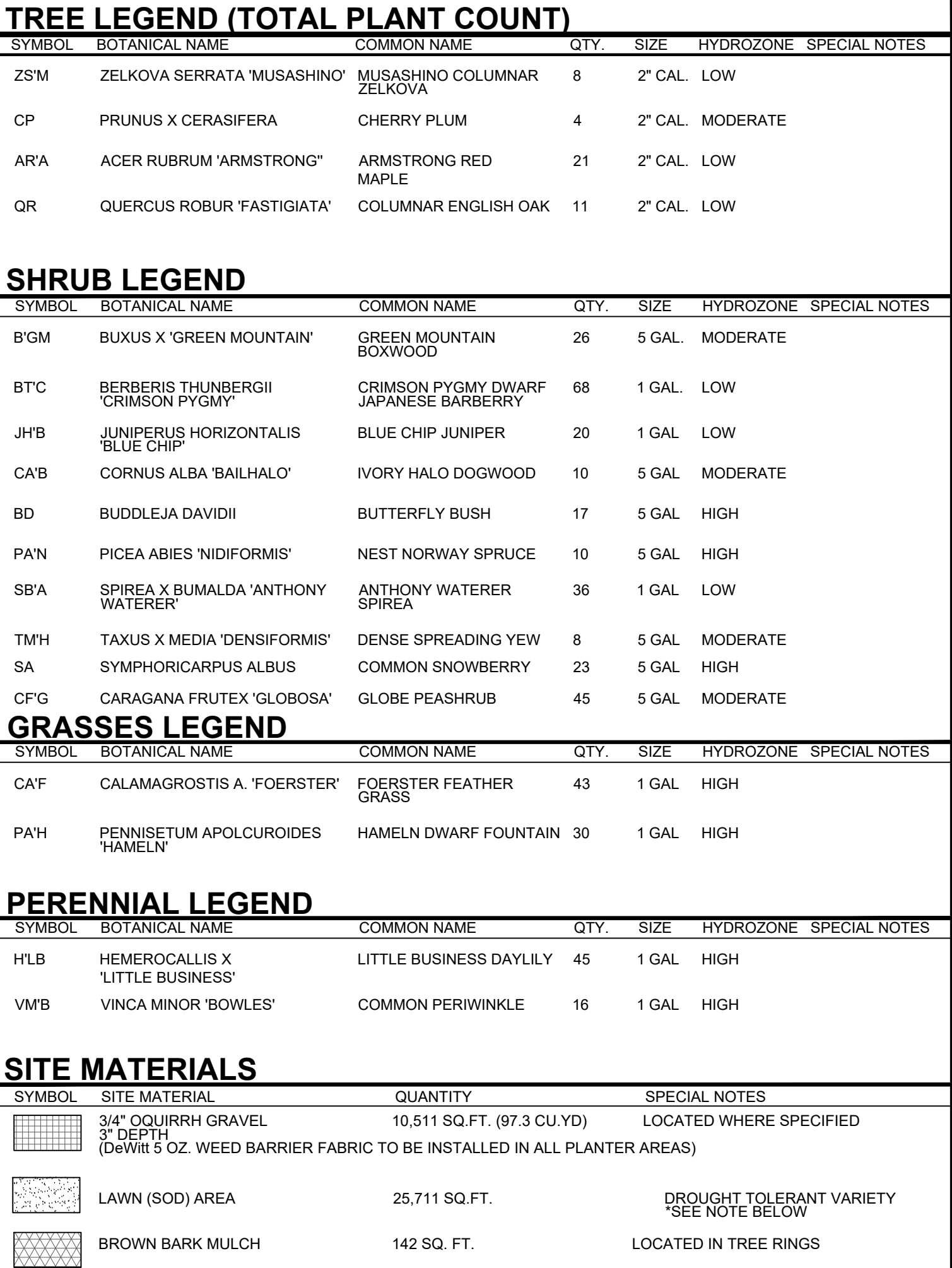
PKJ
DESIGN GROUP
Landscape Architecture • Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com

JTA
KBA
TM
11/4/2020

LANDSCAPE PLAN

PRELIMINARY PLANS NOT
FOR CONSTRUCTION

LP-101




SHRUB LEGEND						
SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	HYDROZONE	SPECIAL NOTES
B'GM	BUXUS X 'GREEN MOUNTAIN'	GREEN MOUNTAIN BOXWOOD	26	5 GAL.	MODERATE	
BTC	BERBERIS THUNBERGII 'CRIMSON PYGMY'	CRIMSON PYGMY DWARF JAPANESE BARBERY	68	1 GAL.	LOW	
JH'B	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	BLUE CHIP JUNIPER	20	1 GAL.	LOW	
CA'B	CORNUS ALBA 'BAILHALO'	IVORY HALO DOGWOOD	10	5 GAL.	MODERATE	
BD	BUDDLEJA DAVIDII	BUTTERFLY BUSH	17	5 GAL.	HIGH	
PA'N	PICEA ABIES 'NIDIFORMIS'	NEST NORWAY SPRUCE	10	5 GAL.	HIGH	
SB'A	SPIREA X BUMALDA 'ANTHONY WATERER'	ANTHONY WATERER SPIREA	36	1 GAL.	LOW	
TM'H	TAXUS X MEDIA 'DENSIFORMIS'	DENSE SPREADING YEW	8	5 GAL.	MODERATE	
SA	SYMPHORICARPUS ALBUS	COMMON SNOWBERRY	23	5 GAL.	HIGH	
CF'G	CARAGANA FRUTEX 'GLOBOSA'	GLOBE PEASHRUB	45	5 GAL.	MODERATE	

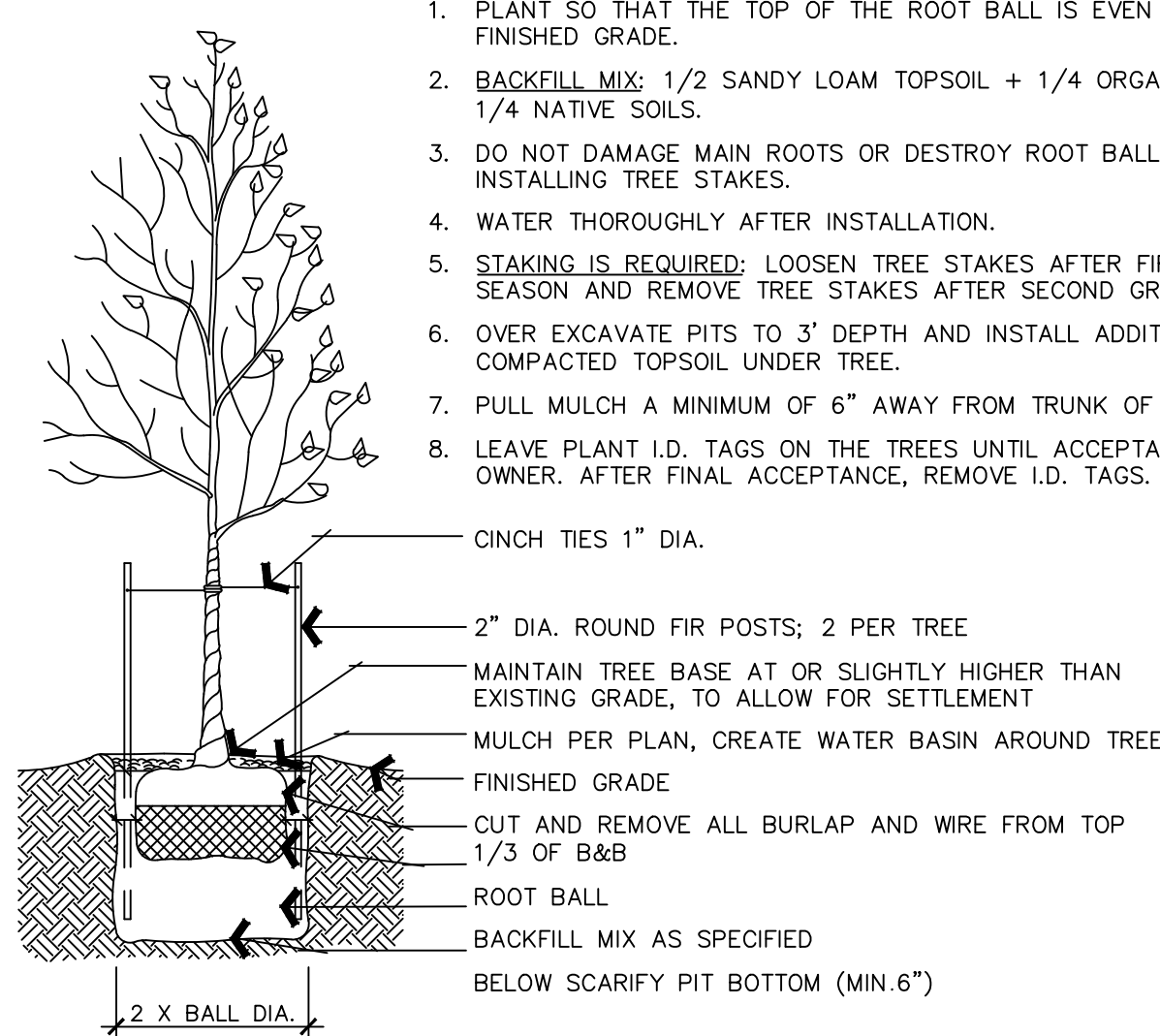
GRASSES LEGEND						
SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	HYDROZONE	SPECIAL NOTES
CA'F	CALAMAGROSTIS A. 'FOERSTER'	FOERSTER FEATHER GRASS	43	1 GAL.	HIGH	
PA'H	PENNISETUM APOLCUROIDES 'HAMELN'	HAMELN DWARF FOUNTAIN	30	1 GAL.	HIGH	

PERENNIAL LEGEND						
SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	HYDROZONE	SPECIAL NOTES
HLB	HEMEROCALLIS X 'LITTLE BUSINESS'	LITTLE BUSINESS DAYLILY	45	1 GAL	HIGH	
VMB	VINCA MINOR 'BOWLES'	COMMON PERIWINKLE	16	1 GAL	HIGH	

SITE MATERIALS			
SYMBOL	SITE MATERIAL	QUANTITY	SPECIAL NOTES
	3/4" QUIRRR GRAVEL 3 DEPT. (6WIRTS OZ. WEED BARRIER FABRIC TO BE INSTALLED IN ALL PLANTER AREAS)	10,511 SQ.FT. (97.3 CU.YD)	LOCATED WHERE SPECIFIED
	LAWN (SOD) AREA	25,711 SQ.FT.	DROUGHT TOLERANT VARIETY SEE NOTE BELOW
	BROWN BARK MULCH	142 SQ. FT.	LOCATED IN TREE RINGS

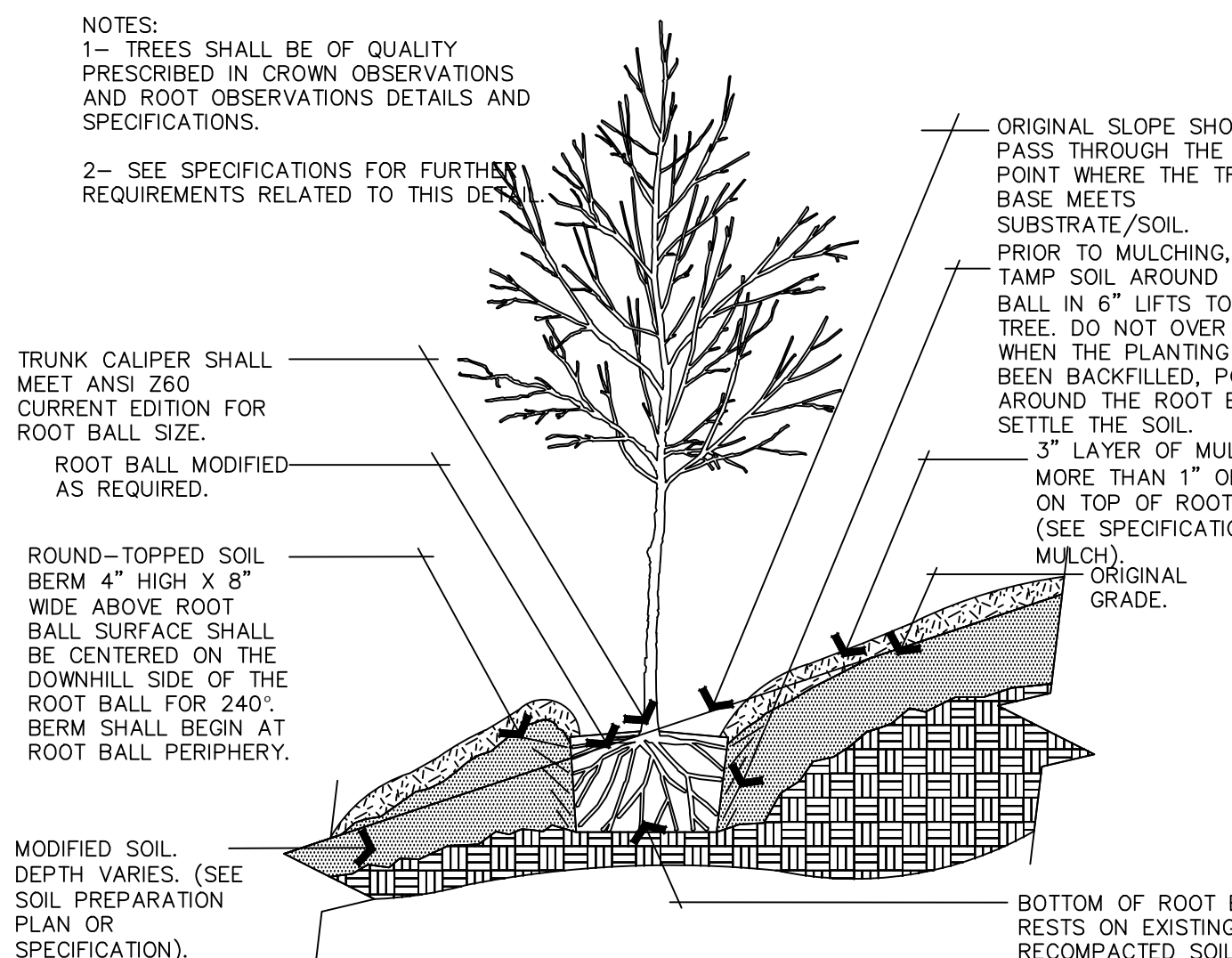
LICENSE STAMP		PM:	
		JTA	
		DRAWN:	
		KBA	
		CHECKED:	
		TM	
		PLOT DATE:	
		11/4/2020	

1. PLANT SO THAT THE TOP OF THE ROOT BALL IS EVEN WITH THE FINISHED GRADE.
2. **BACKFILL MIX:** 1/2 SANDY LOAM TOPSOIL + 1/4 ORGANIC MULCH, & 1/4 NATIVE SOILS.
3. DO NOT DAMAGE MAIN ROOTS OR DESTROY ROOT BALL WHEN INSTALLING TREE STAKES.
4. WATER THOROUGHLY AFTER INSTALLATION.
5. **STAKING IS REQUIRED:** LOOSEN TREE STAKES AFTER FIRST GROWING SEASON AND REMOVE TREE STAKES AFTER SECOND GROWING SEASON.
6. OVER EXCAVATE PITS TO 3' DEPTH AND INSTALL ADDITIONAL COMPACTED TOPSOIL UNDER TREE.
7. PULL MULCH A MINIMUM OF 6" AWAY FROM TRUNK OF TREE.
8. LEAVE PLANT I.D. TAGS ON THE TREES UNTIL ACCEPTANCE BY THE OWNER. AFTER FINAL ACCEPTANCE, REMOVE I.D. TAGS.

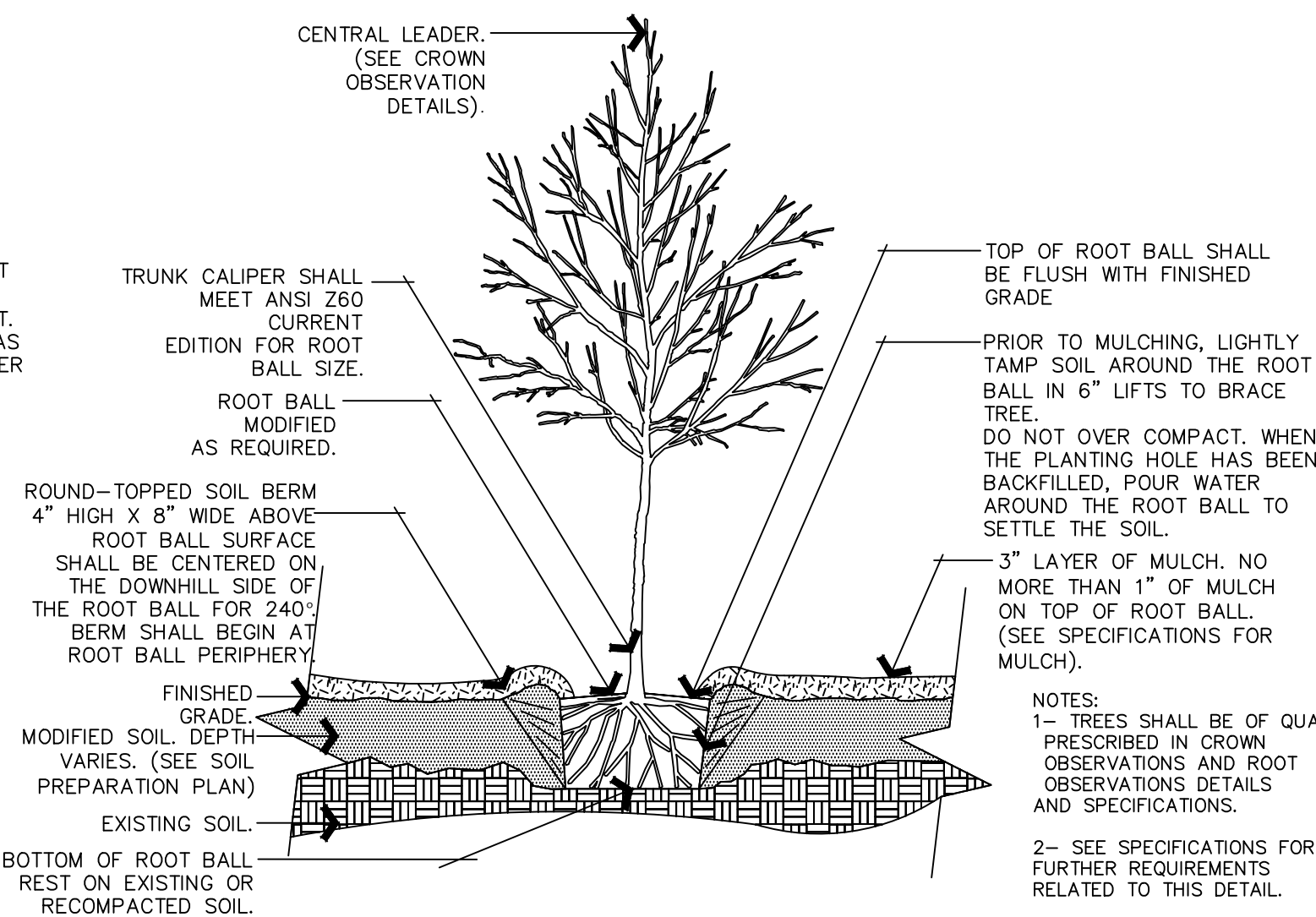


PKJ DESIGN GROUP

NOTES:
1- TREES SHALL BE OF QUALITY
PRESCRIBED IN CROWN OBSERVATIONS
AND ROOT OBSERVATIONS DETAILS AND
SPECIFICATIONS.
2- SEE SPECIFICATIONS FOR FURTHER
REQUIREMENTS RELATED TO THIS DETAIL

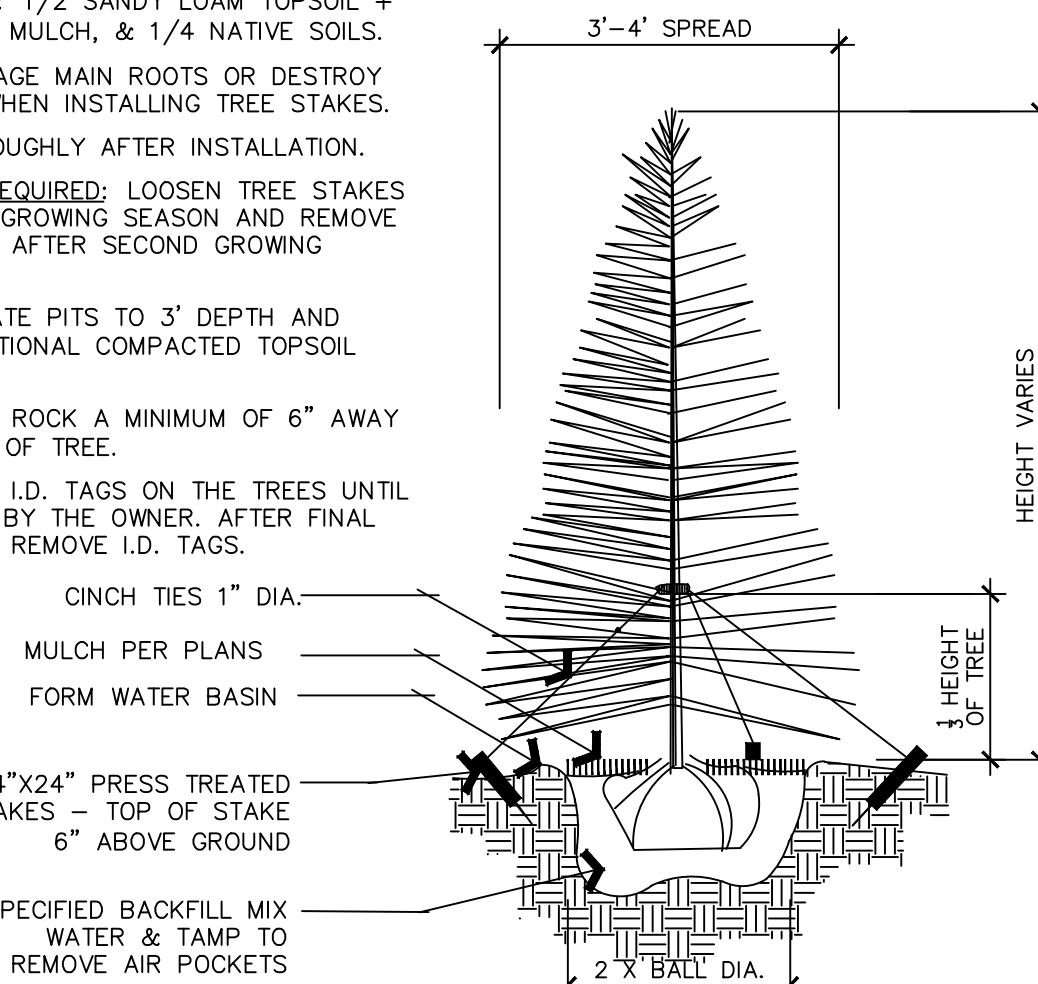


PKI DESIGN GROUP



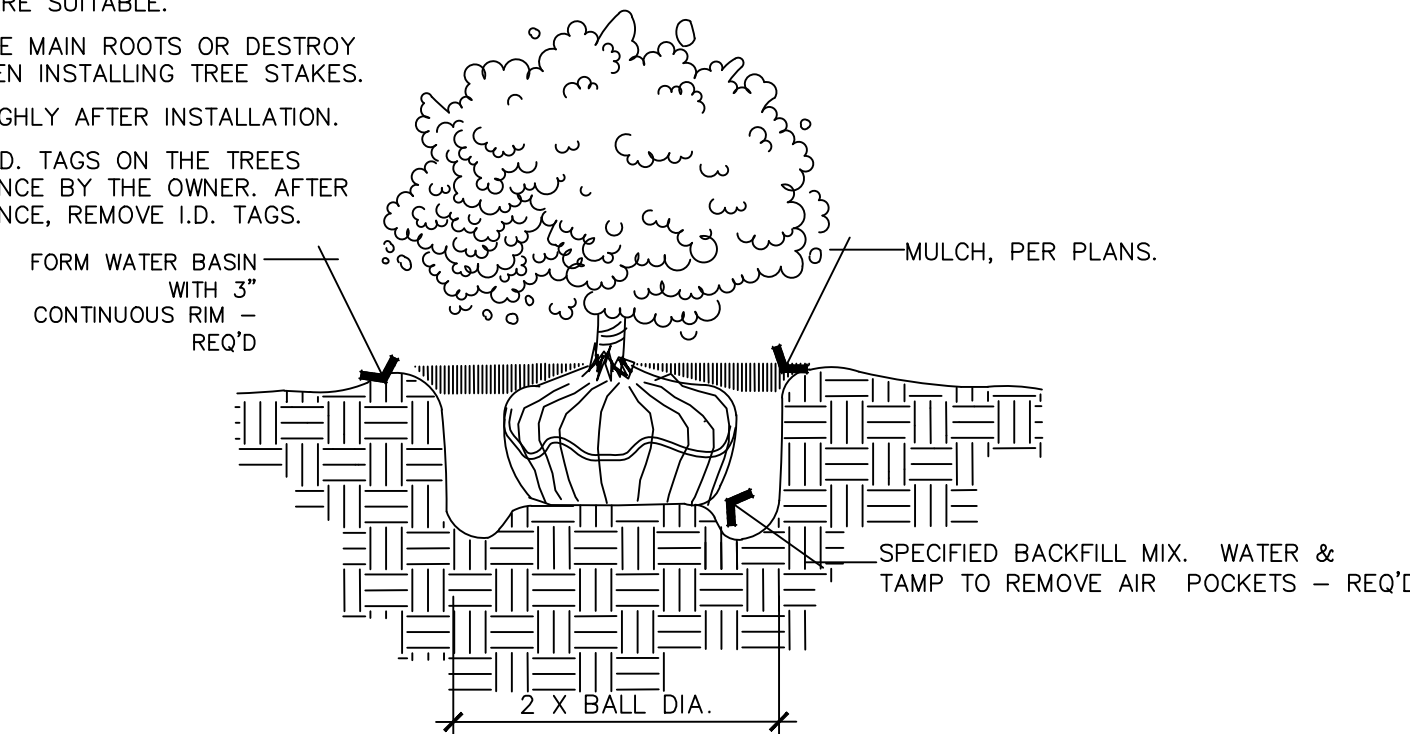
PKI DESIGN GROUP

1. PLANT SO THAT THE TOP OF THE ROOT BALL IS EVEN WITH THE FINISHED GRADE.
2. **BACKFILL MIX:** 1/2 SANDY LOAM TOPSOIL + 1/4 ORGANIC MULCH, & 1/4 NATIVE SOILS
3. DO NOT DAMAGE MAIN ROOTS OR DESTROY ROOT BALL WHEN INSTALLING TREE STAKES.
4. WATER THOROUGHLY AFTER INSTALLATION.
5. **STAKING IS REQUIRED:** LOOSEN TREE STAKES AFTER FIRST GROWING SEASON AND REMOVE TREE STAKES AFTER SECOND GROWING SEASON.
6. OVER EXCAVATE PITS TO 3' DEPTH AND INSTALL ADDITIONAL COMPACTED TOPSOIL UNDER TREE.
7. PULL COBBLE TREE A MINIMUM OF 6" AWAY FROM TRUNK OF TREE.
8. LEAVE PLANT I.D. TAGS ON THE TREES UNTIL ACCEPTANCE BY THE OWNER. AFTER FINAL

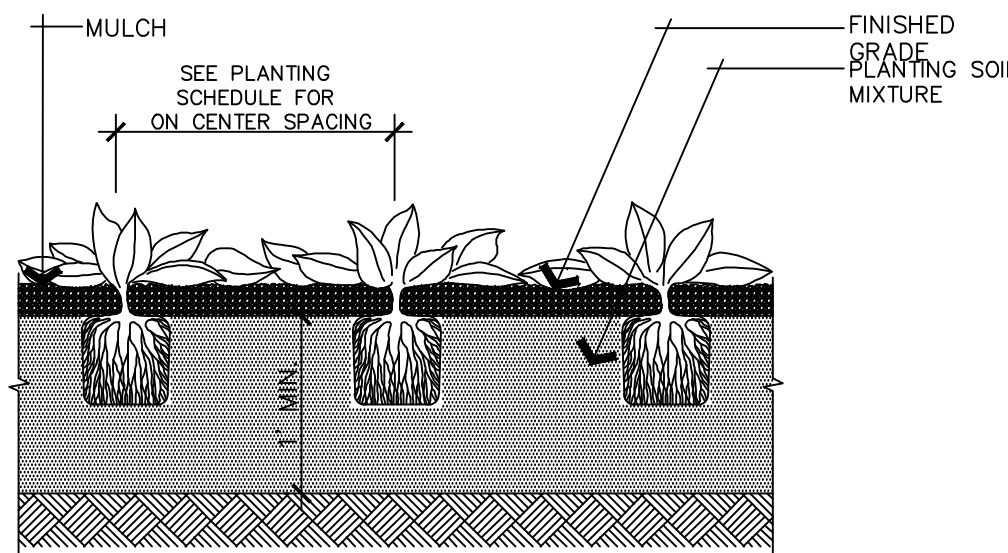


PKI DESIGN GROUP

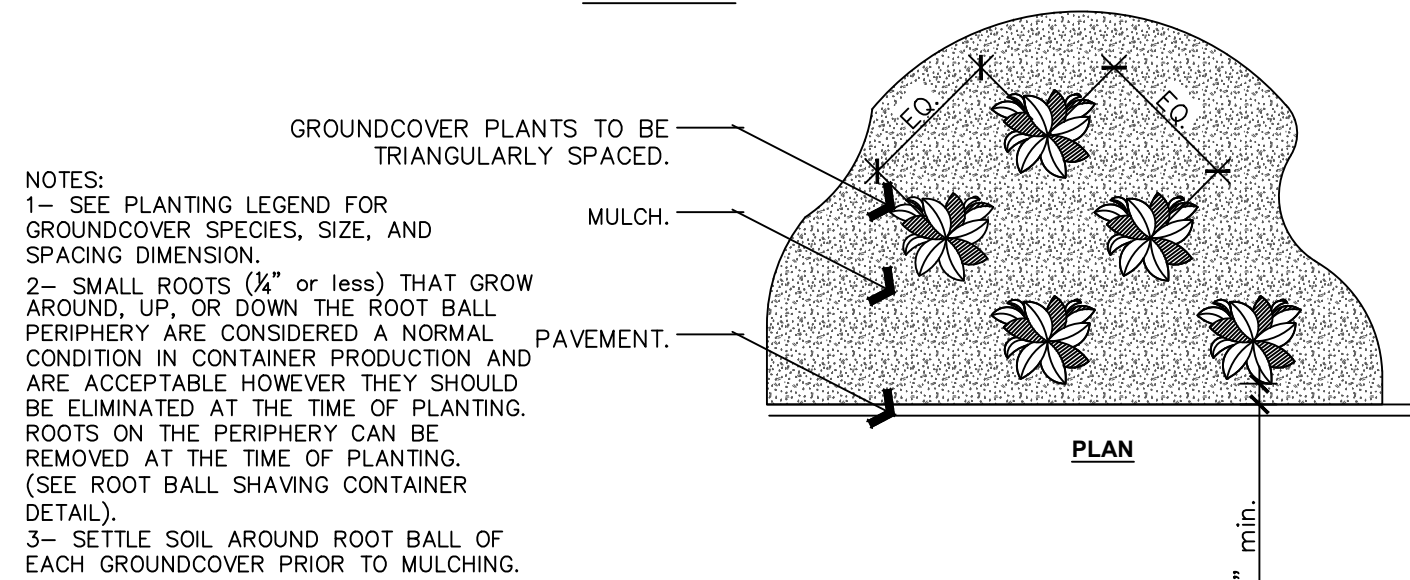
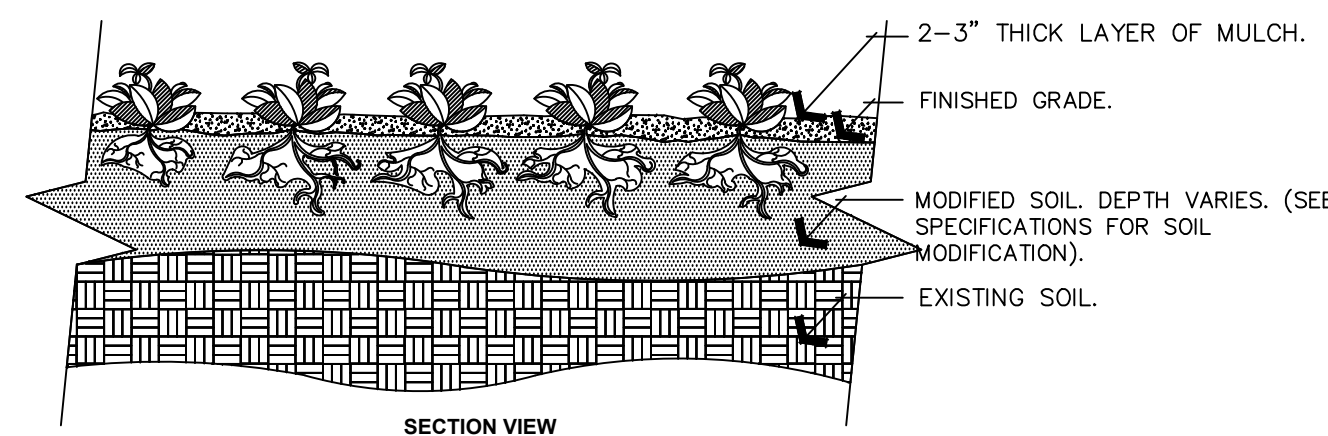
1. IF PLANT IS BALL & BURLAP, CUT AND REMOVE TOP 1/3 OF BURLAP FROM ROOT BALL.
2. IF PLANT IS CONTAINERIZED, SCARIFY ROOT BALL PRIOR TO PLANTING.
3. BACKFILL MIX: 1/2 SANDY LOAM + 1/4 ORGANIC MULCH + 1/4 NATIVE SOILS IF NATIVE SOILS ARE SUITABLE.
4. DO NOT DAMAGE MAIN ROOTS OR DESTROY ROOT BALL WHEN INSTALLING TREE STAKES.
5. WATER THOROUGHLY AFTER INSTALLATION.
6. LEAVE PLANT I.D. TAGS ON THE TREES UNTIL ACCEPTANCE BY THE OWNER. AFTER FINAL ACCEPTANCE, REMOVE I.D. TAGS.



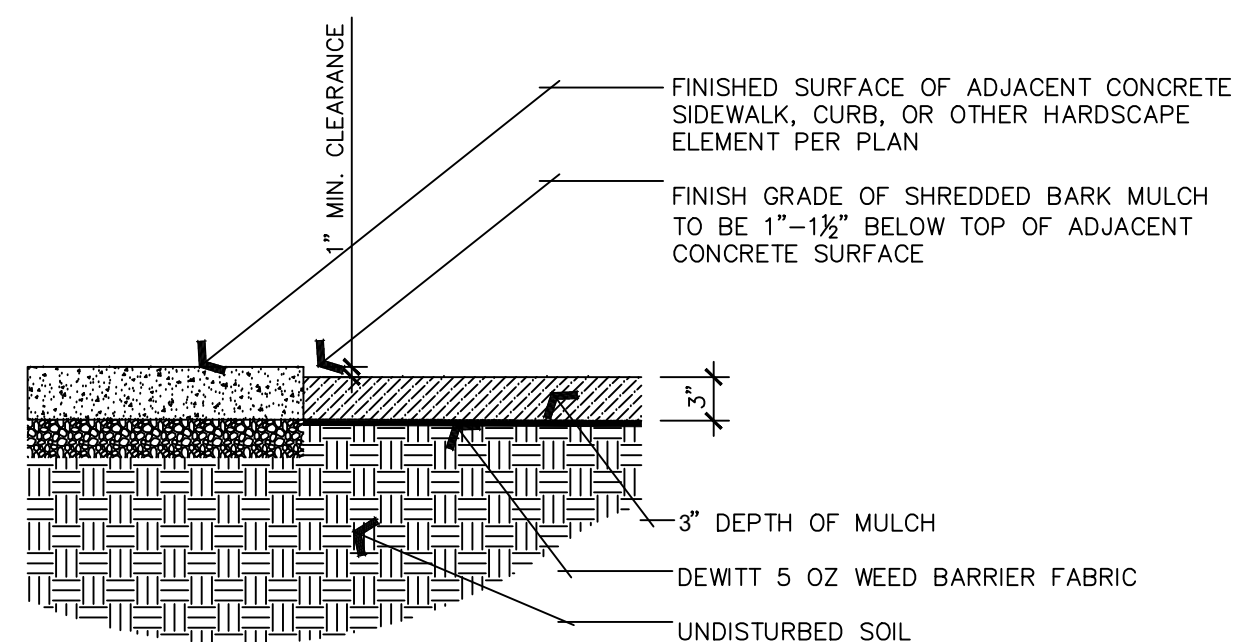
Keywords: child sexual abuse; disclosure; self-blame



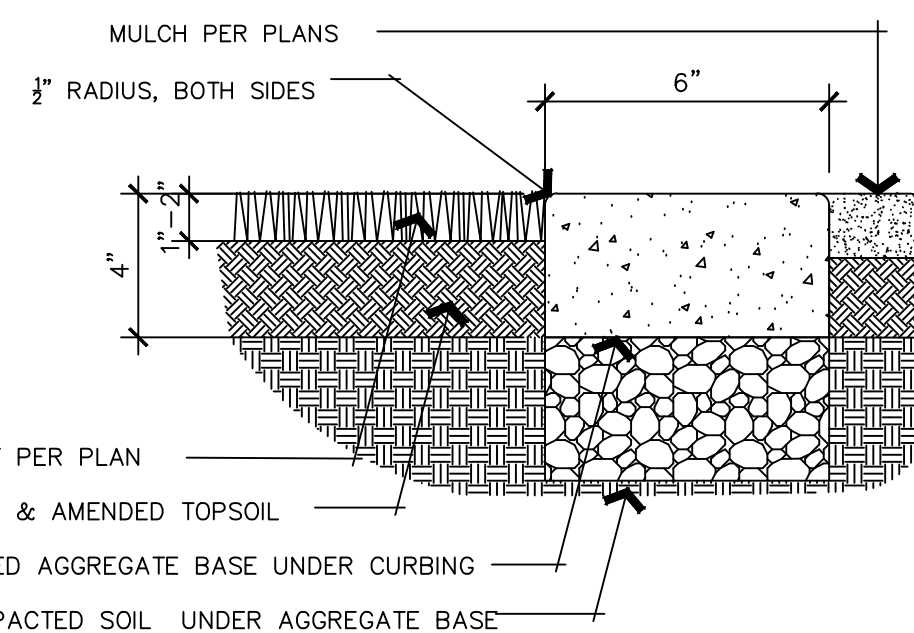
© 2006 The Authors
Journal compilation © 2006 Blackwell Publishing Ltd



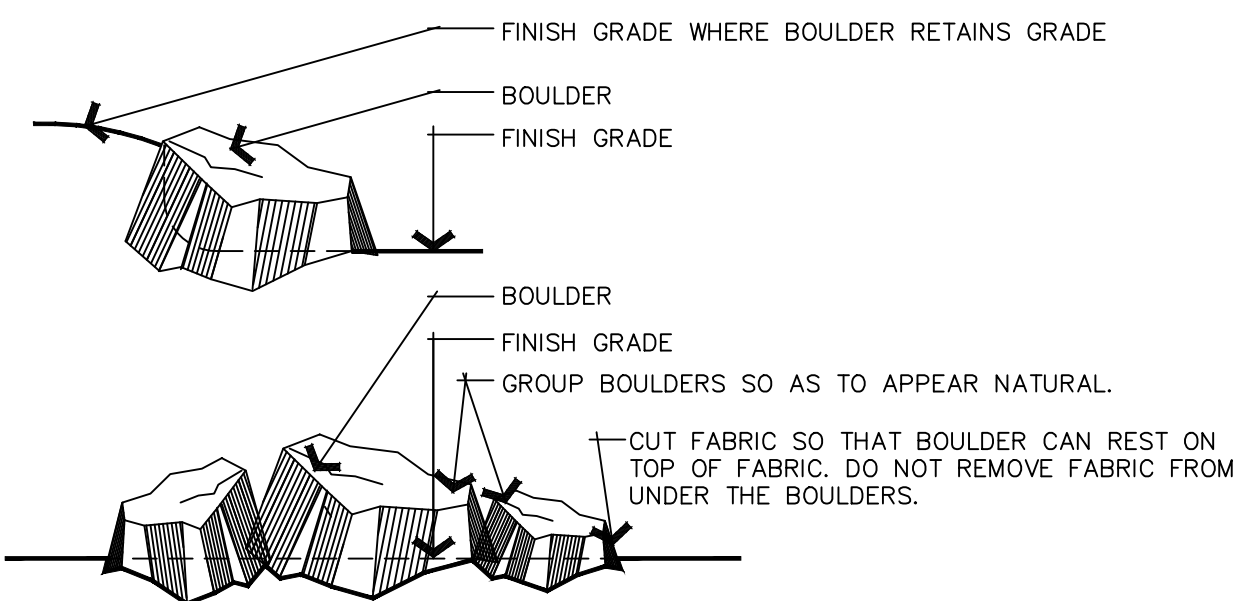
Downloaded At: 11:53 11 September 2009

[illegible]

1. PROVIDE CONTROL JOINT IN CONCRETE EDGE AT 10' INTERVALS, PROVIDE EXPANSION JOINTS EVERY 30'.

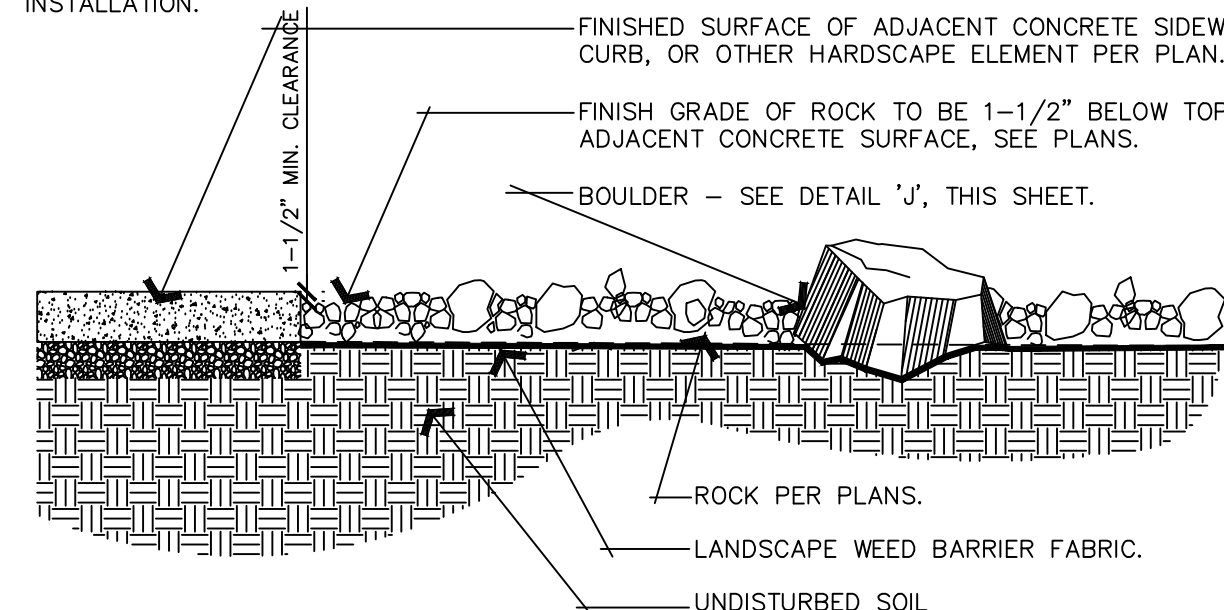


THE DISTILLATION OF

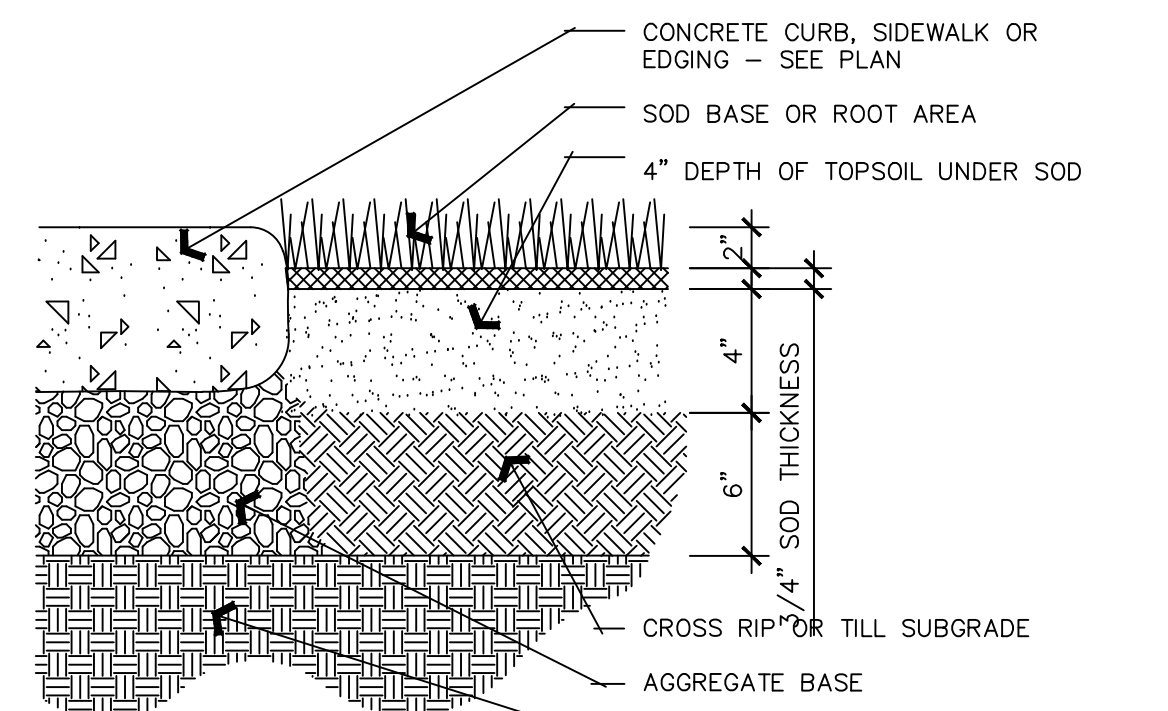


NOTE:
PLACE ALL BOULDERS SUCH THAT 1/4 OF THE
TOTAL MASS OF EACH BOULDER IS BELOW FINISH
GRADE.

Keywords: child sexual abuse; disclosure; social support; coping strategies



014 000001 000100



1. ENSURE FINISH GRADE IS 1" - 2" E
TOP OF CURB, WALK, OR EDGING.
2. TURF IS THE MOST HEALTHY AND
EFFICIENT WHEN MOWED AT A MIN.
HEIGHT OF 2" - 2 1/2".

999 DESIGN GROUP

Item # 15

Exhibit 3: Color Rendering of the Building with Commercial Units

