



PLANNING COMMISSION

Tuesday, April 25, 2023, at 7:00 PM
Court Room/Council Chambers (2nd Floor) and Online
275 W. Main Street, Santaquin, UT 84655

MEETINGS HELD IN PERSON & ONLINE

The public is invited to participate as outlined below:

- **In Person** – Meetings are held on the 2nd floor in the Court Room/Council Chambers at City Hall
- **YouTube Live** – Public meetings will be shown live on the Santaquin City YouTube Channel, which can be found at <https://bit.ly/2P7ICfQ> or by searching for Santaquin City Channel on YouTube.

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

WELCOME

INVOCATION/INSPIRATION THOUGHT

PLEDGE OF ALLEGIANCE

ORDER OF AGENDA ITEMS

PUBLIC FORUM

DISCUSSION & POSSIBLE ACTION

1. **PUBLIC HEARING: Motor Vehicle Access Width Code Amendment**

The Planning Commission will hold a Public Hearing to consider amending Santaquin City Code Title 10 Chapter 16 Section 040, "Motor Vehicle Access", related to driveway width requirements.

2. **PUBLIC HEARING: Orchards Development Agreement Amendment**

The Planning Commission will hold a Public Hearing to consider amending the Orchards Development Agreement.

3. **Meeting Minutes Approval**

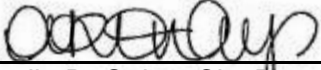
April 11, 2023

OTHER BUSINESS

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 posted on www.santaquin.org, Santaquin City Social Media sites, posted in three physical locations (Santaquin City Public Safety Building, Zions Bank, Santaquin Post Office), and posted on the State of Utah's Public Notice Website.

BY: 

Amalie R. Ottley, City Recorder

MEMO



To: Planning Commission

From: Loren Wiltse, Senior Planner

Date: April 18, 2023

Re: A proposed amendment to Santaquin City Code Title 10 Chapter 16 Section 040, "Motor Vehicle Access" providing for an exception to access (driveway) width requirements.

It is proposed that the Planning Commission and City Council consider amending language related to and exception to commercial access (driveway) requirements contained in SCC 10.16.040 "Motor Vehicle Access".

The attached draft ordinance modifies the exception to the nonresidential access width requirement from forty feet (40') to fifty feet (50') to allow a greater access width to improve traffic circulation for large vehicles with trailers and the public safety.

The Holiday Oil Expansion proposal has demonstrated a need for consideration of increasing the recently adopted access width exception to provide for wider accesses where necessary to provide safer circulation for larger vehicles with trailers and to help minimize congestion impacts.

Staff Recommendation: It is recommended that the Title 10, Chapter 16, Section 040. requirements for motor vehicle access be amended as proposed.

Recommended motion: "Motion to recommend approval of the code amendment which amends SCC 10.16.040 "Motor Vehicle Access".

ATTACHMENT:

1. Draft Ordinance

ORDINANCE NO. DRAFT

AN ORDINANCE AMENDING SANTAQUIN CITY CODE TO MODIFY THE EXCEPTION FOR THE DRIVEWAY APPROACH WIDTH REQUIREMENTS, PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE ORDINANCE.

WHEREAS, the City of Santaquin is a fourth-class city of the state of Utah; and

WHEREAS, the City Council has specific authority pursuant to Title 10, Chapter 9a Utah Code Ann. (1953 as amended) to adopt a zoning plan including an ordinance and map which divide the municipality into districts or zones and within such districts to regulate the erection, construction, reconstruction, alteration, repair and uses of buildings and structures and the uses of land; and

WHEREAS, the state legislature has granted general welfare power to the City Council, independent, apart from, and in addition to, its specific grants of legislative authority, which enables the city to pass ordinances which are reasonably and appropriately related to the objectives of that power, i.e., providing for the public safety, health, morals, and welfare; and

WHEREAS, the City Council desires to amend Santaquin City Code Title 10 Chapter 16 Section 040 to modify the exception to the access width requirement to improve traffic circulation for large vehicles with trailers and general public safety.

WHEREAS, the Santaquin City Planning Commission held a public hearing on April 25, 2023, which hearing was preceded by the posting of public notice in at least three public places within the City limits of Santaquin City in accordance with Section 10-9a-205 of the Utah State Code; and

WHEREAS, after the noted public hearing, the Santaquin City Planning Commission shall forward a recommendation to the City Council.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Santaquin City, State of Utah, as follows:

Section I. Amendments

Title 10, Chapter 16, Section 040 “Motor Vehicle Access”: is amended as follows:

(underlined text is added, stricken text is deleted)

10.16.040 MOTOR VEHICLE ACCESS

Access to all lots and parcels of land having frontage on a public street shall comply with the Santaquin City Standards, Specifications, and Drawings, SCC 11.24, and the requirements as follows:

- A. Access shall be by not more than two (2) driveways from any one street, except as may be permitted by the Planning Commission, when it can be shown that additional driveways will promote traffic safety.
- B. Non-residential driveways shall be not closer to each other than thirty feet (30').
- C. Each non-residential driveway approach shall be not more than thirty feet (30') in width in all zones measured at right angles to the centerline of the driveway. (Ord. 2-01-2002, 2-5-2002, eff. 2-5-2002)
- D. Residential driveways shall comply with SCC 11.24.120.

The Development Review Committee (DRC) may grant an exception to non-residential access width requirements if it can be shown that a wider access is needed to accommodate the volume and type of vehicles that are expected to use the access on a regular basis and that it will improve the general public safety. Excluding public facilities (i.e. fire stations), a driveway width shall not exceed ~~forty feet (40')~~ fifty feet (50').

Section II. Severability

If any part of this ordinance or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance or the application thereof to other persons and circumstances, but shall be confined to its operation to the section, subdivision, sentence or part of the section and the persons and circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the City Council that this section would have been adopted if such invalid section, provisions, subdivision, sentence or part of a section or application had not been included.

Section III. Contrary Provisions Repealed

Any and all other provisions of the Santaquin City Code that are contrary to the provisions of this Ordinance are hereby repealed.

Section IV. Codification, Inclusion in the Code, and Scrivener's Errors

It is the intent of the City Council that the provisions of this ordinance be made part of the Santaquin City Code as adopted, that sections of this ordinance may be re-numbered or re-lettered, and that the word ordinance may be changed to section, chapter, or other such appropriate word or phrase in order to accomplish such intent regardless of whether such inclusion in a code is accomplished. Typographical errors which do not affect the intent of this ordinance may be authorized by the City without need of public hearing by its filing a corrected or re-codified copy of the same with the City Recorder.

Section V. Posting and Effective Date

This ordinance shall become effective at 5:00 p.m. on Wednesday, May 3, 2023. Prior to that time, the City Recorder shall deposit a copy of this ordinance in the official records of the City and place a copy of this ordinance in three places within the City.

PASSED AND ADOPTED this 2nd day of May, 2023

Daniel M. Olson, Mayor

Councilmember Art Adcock	Voted	___
Councilmember Elizabeth Montoya	Voted	___
Councilmember Lynn Mecham	Voted	___
Councilmember Jeff Siddoway	Voted	___
Councilmember David Hathaway	Voted	___

ATTEST:

Amalie R. Ottley, City Recorder

STATE OF UTAH)
) ss.
 COUNTY OF UTAH)

I, AMALIE R. OTTLEY, City Recorder of Santaquin City, Utah, do hereby certify and declare that the above and foregoing is a true, full, and correct copy of an ordinance passed by the City Council of Santaquin City, Utah, on the 2nd day of May 2023, entitled

“AN ORDINANCE AMENDING SANTAQUIN CITY CODE TO MODIFY THE EXCEPTION FOR THE DRIVEWAY APPROACH WIDTH REQUIREMENTS, PROVIDING FOR CODIFICATION, CORRECTION OF SCRIVENER’S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE ORDINANCE.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Santaquin City Utah this 2nd day of May 2023.

Amalie R. Ottley
 Santaquin City Recorder

(SEAL)

AFFIDAVIT OF POSTING

STATE OF UTAH)
) ss.
 COUNTY OF UTAH)

I, Amalie R. Ottley, City Recorder of Santaquin City, Utah, do hereby certify and declare that I posted in three (3) public places the ordinance, which is attached hereto on the 3rd day of May 2023.

The three places are as follows:

1. Zions Bank
2. Post Office
3. City Office

I further certify that copies of the ordinance so posted were true and correct copies of said ordinance.

 Amalie R. Ottley
 Santaquin City Recorder

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____.

 Notary Public

MEMO



To: Planning Commission

From: Camille Moffat, Planner I

Date: April 21, 2023

Re: **Proposed Amendment to The Orchards Development Agreement**

A development agreement for The Orchards development was approved in 2007. After 10 years and after some of the development had been constructed, it was determined that the development agreement needed to be re-written. The current development agreement for The Orchards development was entered into on December 13, 2017 and recorded on January 12, 2018. The development agreement for The Orchards established it as a Planned Unit Development (PUD) within the R-10 zone and entitled a total of 482 units to be built. A Property Development Concept Plan and Parks and Amenities Plan were included in the approved development agreement.

The current owners of the undeveloped real property of The Orchards development, Blue River Land Group LLC and Santaquin Development LLC, are proposing an amendment to the development agreement. The amendment would identify the remaining undeveloped property associated with the development agreement and primarily make changes to the Property Development Concept Plan and Parks and Amenities Plan. The owners are requesting that the Property Development Concept plan be amended to consolidate the number of buildings in the Apple Grove Apartments site of the subdivision. The proposal would reduce the number of apartment buildings from five to two, without reducing the number of individual units that were allowed per the original development agreement, which is 60 units.

Additionally, the owners propose amending the Parks and Amenities plan. Overall, the amendment would approve 15 proposed amenities, as opposed to the current 13 approved amenities. The amendment would approve an additional pavilion, tot lot, and two additional sport courts, and proposes to reduce the number of volleyball courts to be built from two to zero. In accordance with this amenities plan, the owners would construct two pickle ball courts in the Apple Grove Apartments site.

More details pertaining to the proposed amendment of The Orchards development agreement can be reviewed in the provided attachment of the draft development agreement amendment. Exhibit B-1 shows the proposed Property Development Concept Plan, and Exhibit D-1 shows the proposed Parks and Amenities Plan

Recommended Motion:

Motion to forward a positive recommendation to the City Council, of the proposed amendment to The Orchards development agreement with the following condition:

- Legal counsel's non-substantive comments need to be incorporated

Attachments

1. The Orchards Development Agreement Amendment Draft

FIRST AMENDMENT TO THE ORCHARDS DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE ORCHARDS DEVELOPMENT AGREEMENT (the “Amendment”) is entered into as of the ____ day of _____, 2023 by and between BLUE RIVER LAND GROUP, LLC, (“Blue River”) and SANTAQUIN DEVELOPMENT LLC, (“Santaquin Development”) (together, the “Owners”) and SANTAQUIN CITY, a fourth class city of the State of Utah (the “City” and, collectively with the Owners, the “Parties”).

RECITALS

A. WHEREAS, the Development Agreement for the Orchards Development (the “Development Agreement”) was entered into December 5, 2017, and was recorded in the official records of the Utah County Recorder on January 12, 2018 as Entry No. 4396:2018; and

B. WHEREAS, the Owners have acquired title to all of the remaining undeveloped real property relevant to the Development Agreement, and that is described in this Amendment (“the Land”); and

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

D. WHEREAS, the Owners have agreed to cooperate with the City as reasonably necessary to comply with the terms of the Development Agreement and this Amendment, and agree to be bound by the terms of this Amendment, as evidenced by their signatures below; and

E. WHEREAS, Blue River and Santaquin Development, each individually and together as Owners, intend to take all steps necessary to develop the Land according to the Development Agreement and this Amendment and agree to be bound by the same; and

F. WHEREAS, this Amendment shall modify the Development Agreement with respect to the Land, only as specifically set forth herein and all provisions of the Development Agreement which are not specifically amended herein shall continue in full force and effect.

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

SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Amendment that is not otherwise defined herein shall have the meaning given in the Development Agreement. Terms defined herein are as follows:

1.1 **“Development Agreement”** means the Development Agreement, as identified above.

1.2 **“Owners”** for purposes of this Amendment means, collectively, Blue River Land Group, LLC and Santaquin Development LLC.

SECTION II. SPECIFIC AMENDMENTS

The Development Agreement shall be specifically amended as follows:

2.1 **Description of the Land (with Illustrative Map) (Exhibit A-1).** The Parties agree that the Description of the Land with Illustrative Map, attached hereto and incorporated herein as Exhibit A-1, (i) identifies all of the remaining undeveloped property included in the Land, (ii) details the ownership of each undeveloped parcel, and (iii) demonstrates the property to which this Amendment applies.

2.2 **Property Development Concept Plan (Exhibit B-1).** The Parties agree that, as it applies to the remaining undeveloped Land, the Development Agreement Exhibit B, the Property Development Concept Plan, is hereby replaced by the Property Development Concept Plan, attached to this Amendment and incorporated herein by this reference as Exhibit B-1.

2.3 **Parks and Amenities Plan (Exhibit D-1).** The Parties agree that, as it applies to the remaining undeveloped Land, the Development Agreement Exhibit D, the Parks and Amenities Plan, is hereby replaced by a revised Parks and Amenities Plan, attached to this Amendment and incorporated herein by this reference as Exhibit D-1.

2.4 **Construction of Pickle Ball courts (at Apple Grove Apartments).** The Parties agree that, in accordance with the Parks and Amenities Plan, the Owners will cause pickleball courts to be constructed and installed at the Apple Grove Apartments site, as more fully set forth herein.

2.5 **Indemnification.** Each Owner hereby agrees to jointly and severally indemnify and hold harmless the City and its officers, agents, and employs from any and all damages and claims of third parties arising from or related to the Development Agreement and/or this Amendment.

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

SECTION III. MISCELLANEOUS

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

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

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

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

3.5 **Amendment to Run with the Land.** This Amendment shall be recorded against the Land and shall be deemed to run with the Land.

3.6 **Governing Law and Dispute Resolution.** This Amendment shall be governed by and construed in accordance with the laws of the State of Utah. Any and all disputes arising out of or related to this Amendment or the Parties' performance hereunder shall be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation or any other binding or adjudicative dispute resolution process. The Parties shall: (i) mediate in good faith; (ii) exchange all documents which each believes to be relevant and material to the issue(s) in dispute; (iii) exchange written position papers stating their position on the dispute(s) and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the dispute(s), and; (iv) engage and cooperate in such further discovery as the Parties agree or mediator suggests may be necessary to facilitate effective

mediation. Mediator, venue, and related costs shall be shared equally by the Parties to the dispute. Venue of the mediation shall be the State of Utah. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed by a court of competent jurisdiction. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation. The prevailing party in any action to enforce in whole or in part this mediation clause or in any subsequent arbitration or mediation shall be entitled to reimbursement of attorneys' fees and costs incurred in said action. In the event any dispute arising hereunder is not resolved through mediation, the parties to that dispute may pursue any other remedy allowed by law.

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

If to City to:

With a copy to:

Amalie R. Ottley	Nielsen & Senior
Santaquin City Recorder	P.O. Box 970663
275 West Main Street	Orem, Utah 84097
Santaquin, Utah 84655	Email: bbr@ns-law.com
Facsimile: (801) 754-3526	Attention: Brett B. Rich

If to Blue River Land Group, LLC. to:

With a copy to:

Burdette Stocking	Jay Stocking
470 N 2450 W	470 N 2450 W
Tremonton, UT 84337	Tremonton, UT 84337

If to Santaquin Development, LLC. to:

With a copy to:

Burdette Stocking	Jay Stocking
470 N 2450 W	470 N 2450 W
Tremonton, UT 84337	Tremonton, UT 84337

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

3.9 **Counterparts and Exhibits.** This Amendment may be executed in duplicate counterparts, each of which is deemed to be an original. This Amendment consists of Ten (10) pages, and an additional Three (3) exhibits, which together constitute the entire understanding and agreement of the Parties to this Amendment. The following exhibits are attached to this Amendment and incorporated herein for all purposes:

Exhibit A-1 Description of the Land with Illustrative Map
Exhibit B-1 Property Development Concept Plan
Exhibit D-1 Parks and Amenities Plan

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

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

(Signature Page on Next Pages)

IN WITNESS WHEREOF, this Amendment has been executed by the Parties by duly authorized persons, by the City of Santaquin, acting by and through its City Council and by Blue River Land Group, LLC and Santaquin Development LLC, each by a duly authorized representative, as of the ____ day of _____, 2023.

SANTAQUIN CITY

Daniel M. Olson, Mayor

ATTEST:

By:_____
Amalie R. Ottley, City Recorder

BLUE RIVER LAND GROUP, LLC:

By: _____

Name: Burdette Stocking

Its: Manager

STATE OF UTAH)

:ss

COUNTY OF UTAH)

On this ____ day of _____, 2023, personally appeared before me _____, personally known to me, who after being duly sworn acknowledged to me that he/she executed this document with the authorization of, as _____ and on behalf of, Blue River Land Group, LLC.

Notary Public

SANTAQUIN DEVELOPMENT LLC:

By: _____

Name: Burdette Stocking

Its: Manager

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this ____ day of _____, 2023, personally appeared before me
_____, personally known to me, who after being duly sworn
acknowledged to me that he/she executed this document with the authorization of, as
_____ and on behalf of, Santaquin Development LLC.

Notary Public

EXHIBIT A-1**Description of the Land (with Illustrative Map)**

As to BLUE RIVER LAND GROUP, LLC, real property identified in Utah County, State of Utah as Tax Parcel No. 29:040:0135, with the following legal descriptions:

For Tax Parcel No. 29:040:0135:

COM W 1444.45 FT & N 855.74 FT FR W 1/4 COR. SEC. 36, T9S, R1E, SLB&M.; N 33 DEG 17' 0" W 27.02 FT; ALONG A CURVE TO R (CHORD BEARS: N 52 DEG 15' 26" E 18.99 FT, RADIUS = 4799 FT); S 0 DEG 19' 22" W 34.21 FT TO BEG. AREA 0.006 AC.

As to SANTAQUIN DEVELOPMENT, LLC, real property situated in Utah County, State of Utah as Tax Parcel Nos. 29:042:0075 and 29:039:0081, with the following legal descriptions:

For Tax Parcel No. 29:042:0075:

COM N 1086.69 FT & E 285.2 FT FR W 1/4 COR. SEC. 36, T9S, R1E, SLB&M.; N 204.15 FT; N 71 DEG 28' 23" E 145.85 FT; ALONG A CURVE TO L (CHORD BEARS: N 11 DEG 13' 3" W 19.23 FT, RADIUS = 150 FT); N 14 DEG 53' 35" W 85.73 FT; N 75 DEG 6' 25" E 28 FT; S 14 DEG 53' 35" E 81.53 FT; ALONG A CURVE TO R (CHORD BEARS: S 11 DEG 23' 10" E 21.65 FT, RADIUS = 177 FT); N 71 DEG 28' 23" E 41.5 FT; N 14 DEG 53' 35" W 5.07 FT; N 73 DEG 18' 57" E 163.38 FT; E 82.56 FT; N 18.49 FT; N 85 DEG 24' 48" E 141.57 FT; ALONG A CURVE TO L (CHORD BEARS: S 8 DEG 42' 1" E 267.21 FT, RADIUS = 1027.5 FT); S 73 DEG 32' 57" W 14.5 FT; ALONG A CURVE TO L (CHORD BEARS: S 18 DEG 38' 58" E 89.95 FT, RADIUS = 1042 FT); ALONG A CURVE TO R (CHORD BEARS: S 21 DEG 39' 15" E 1.3 FT, RADIUS = 958 FT); N 89 DEG 50' 14" W 171.89 FT; W 466.9 FT TO BEG. AREA 4.169 AC.

For Tax Parcel No. 29:039:0081:

COM N 470.11 FT & W 1191.31 FT FR E 1/4 COR. SEC. 35, T9S, R1E, SLB&M.; N 33 DEG 17' 0" W 461.27 FT; N 0 DEG 19' 22" E 123.86 FT; ALONG A CURVE TO R (CHORD BEARS: N 57 DEG 59' 1" E 842.84 FT, RADIUS = 4870 FT); S 27 DEG 3' 9" E 71.05 FT; N 63 DEG 39' 57" E 106.37 FT; ALONG A CURVE TO R (CHORD BEARS: S 65 DEG 21' 50" E 12.27 FT, RADIUS = 10 FT); S 27 DEG 30' 0" E 99.63 FT; ALONG A CURVE TO R (CHORD BEARS: S 23 DEG 50' 8" E 77.52 FT, RADIUS = 623.6 FT); S 69 DEG 49' 3" W 15.16 FT; S 77 DEG 8' 59" W 115 FT; ALONG A CURVE TO R (CHORD BEARS: S 14 DEG 22' 56" E 125.44 FT, RADIUS = 479.82 FT); ALONG A CURVE TO R (CHORD BEARS: S 3 DEG 25' 3" E 56.92 FT, RADIUS = 506.45 FT); S 85.01 FT; ALONG A CURVE TO L (CHORD BEARS: S 5 DEG 28' 30" E 80.62 FT, RADIUS = 427.41 FT); S 10 DEG 57' 0" E 121.65 FT; S 79 DEG 3' 0" W 54.97 FT; S 10 DEG 57' 0" E 14.73 FT; S 81 DEG 55' 32" W 100.13 FT; S 84 DEG 18' 24" W 72.74 FT; S 76 DEG 41' 28" W 121.5 FT; S 57 DEG 31' 24" W 207.69 FT; S 56 DEG 55' 8" W 55 FT; S 33 DEG 4' 52" E 25.18 FT; S 56 DEG 43' 0" W 82.35 FT TO BEG. AREA 11.585 AC.

ILLUSTRATIVE MAP

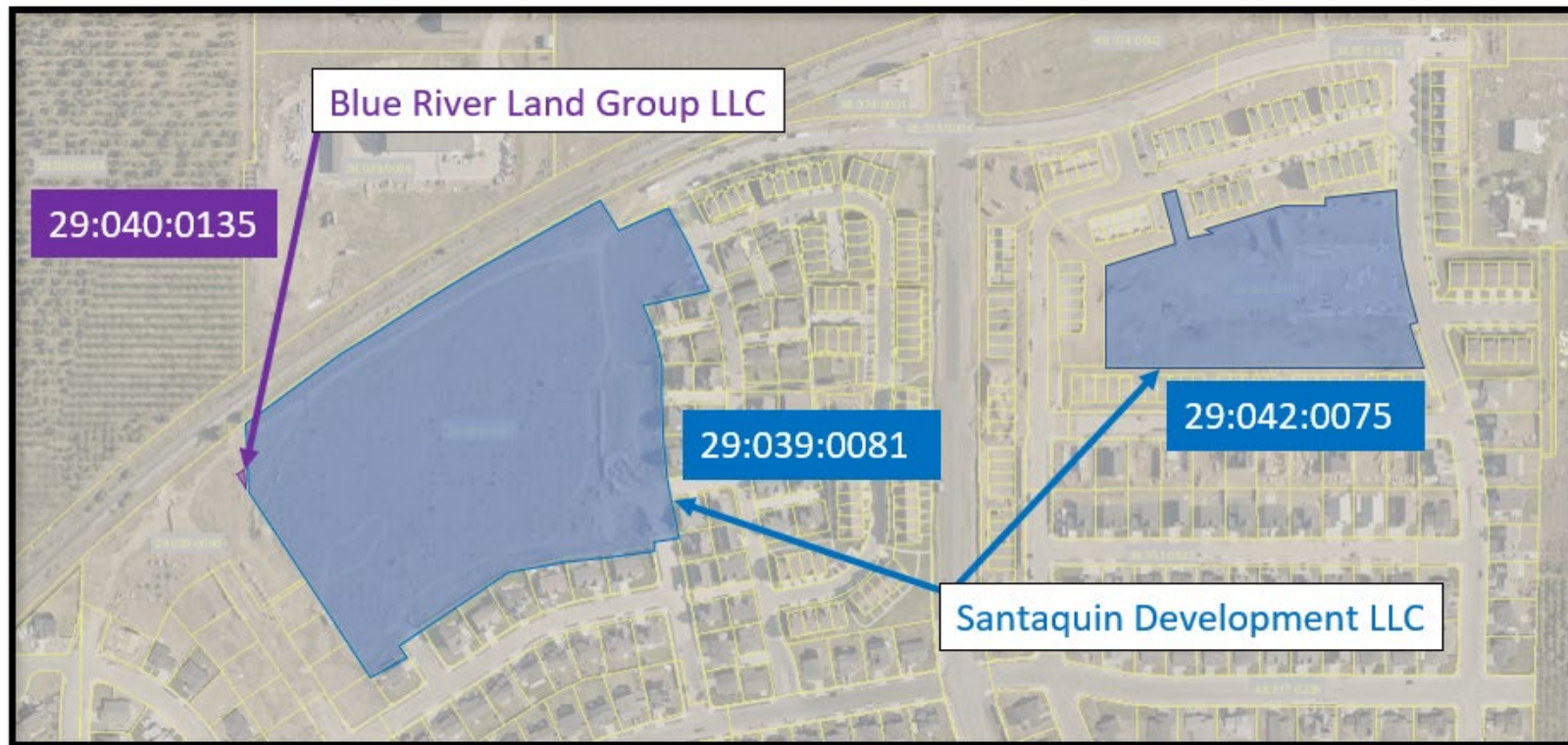



EXHIBIT B-1

Property Development Concept Plan

DRAFT



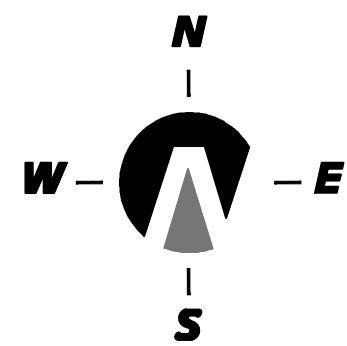
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

CONCEPT #11

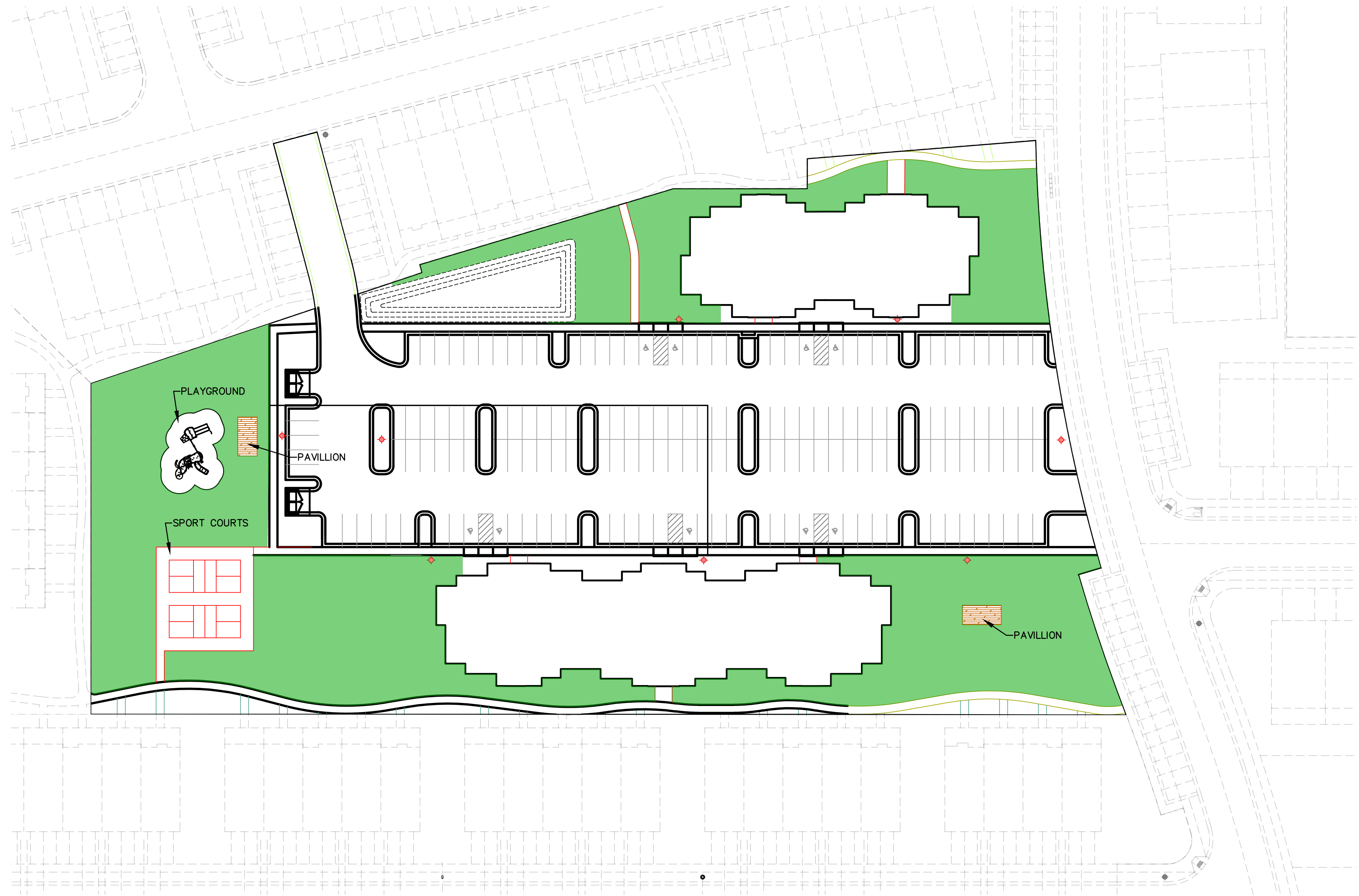
SANTAQUIN, UTAH

JOB NO.
3-20-031

SHEET NO.
11



(24"x36")
SCALE 1" = 40'
(11"x17")
SCALE 1" = 80'



SCALE: 1" = 60'

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

5			DESIGNED BY:	DATE:
4			DRAWN BY:	DATE:
3			CHECKED BY:	DATE:
2			APPROVED:	DATE:
1			COGO FILE:	DATE:
NO.	REVISIONS	BY	DATE	REV. COGO FILE:

K:\3-20-031-00_Apple_Hollow\CAD\Concept\THE_ORCHARDS_AT_APPLE_GROVE_CONCEPT.dwg 3/22/2023 1:21 PM



**Northern
ENGINEERING INC**
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT

1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

**THE ORCHARDS
APPLE GROVE**

THE ORCHARDS @ APPLE GROVE

SANTAQUIN, UTAH

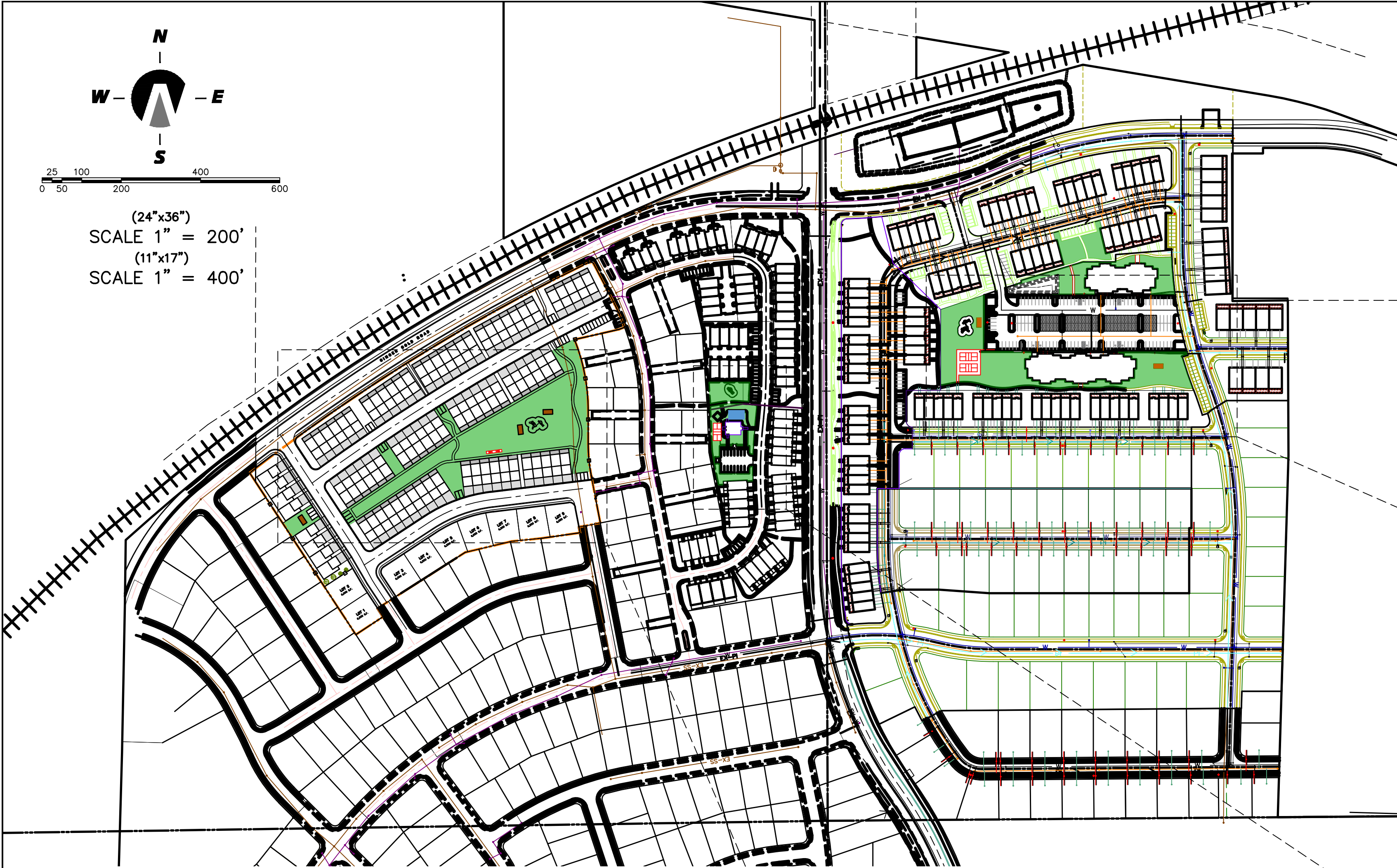
JOB NO.
3-20-031

SHEET NO.
1

EXHIBIT D-1

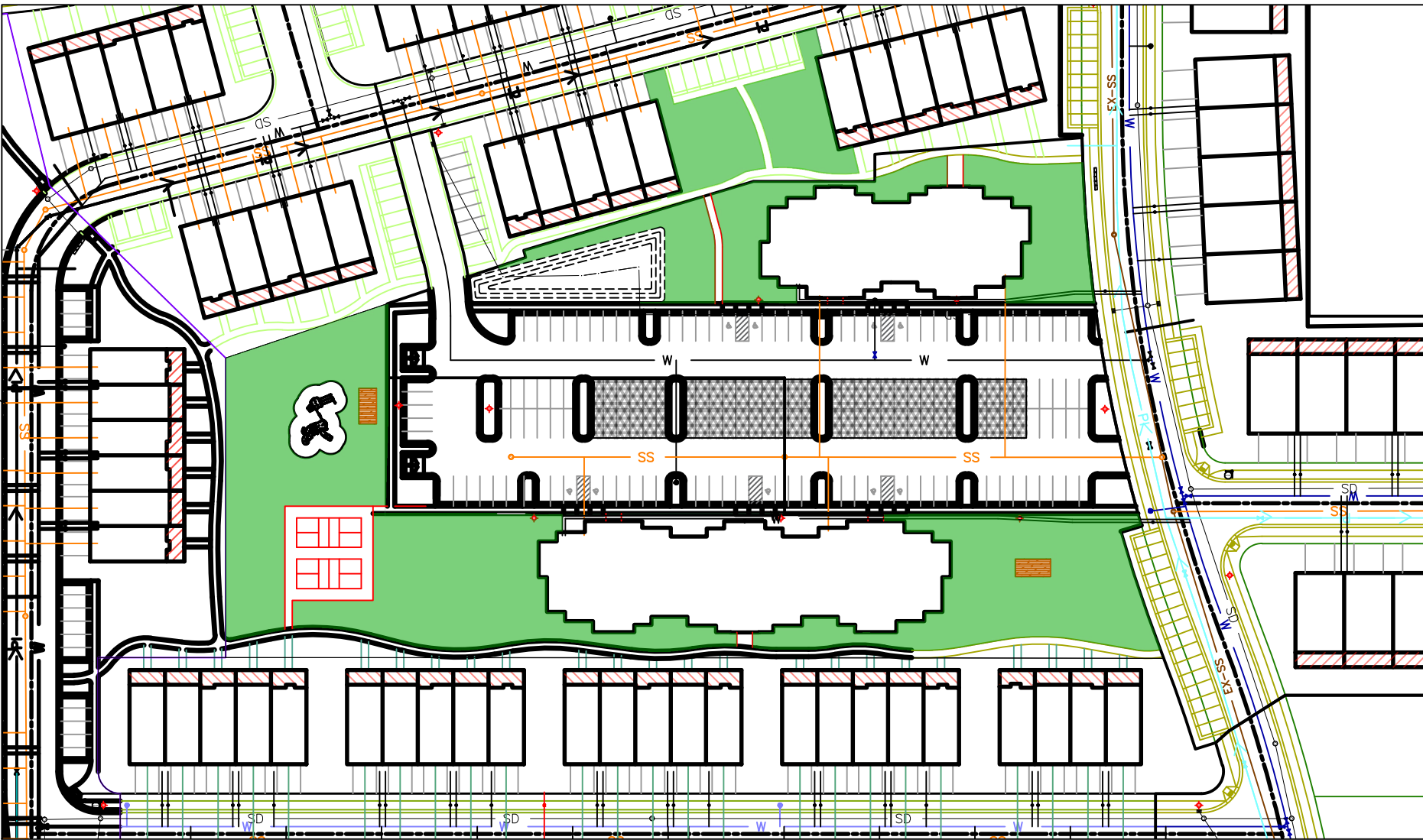
Parks and Amenities Plan

DRAFT



AMENITY COMPARISON TABLE

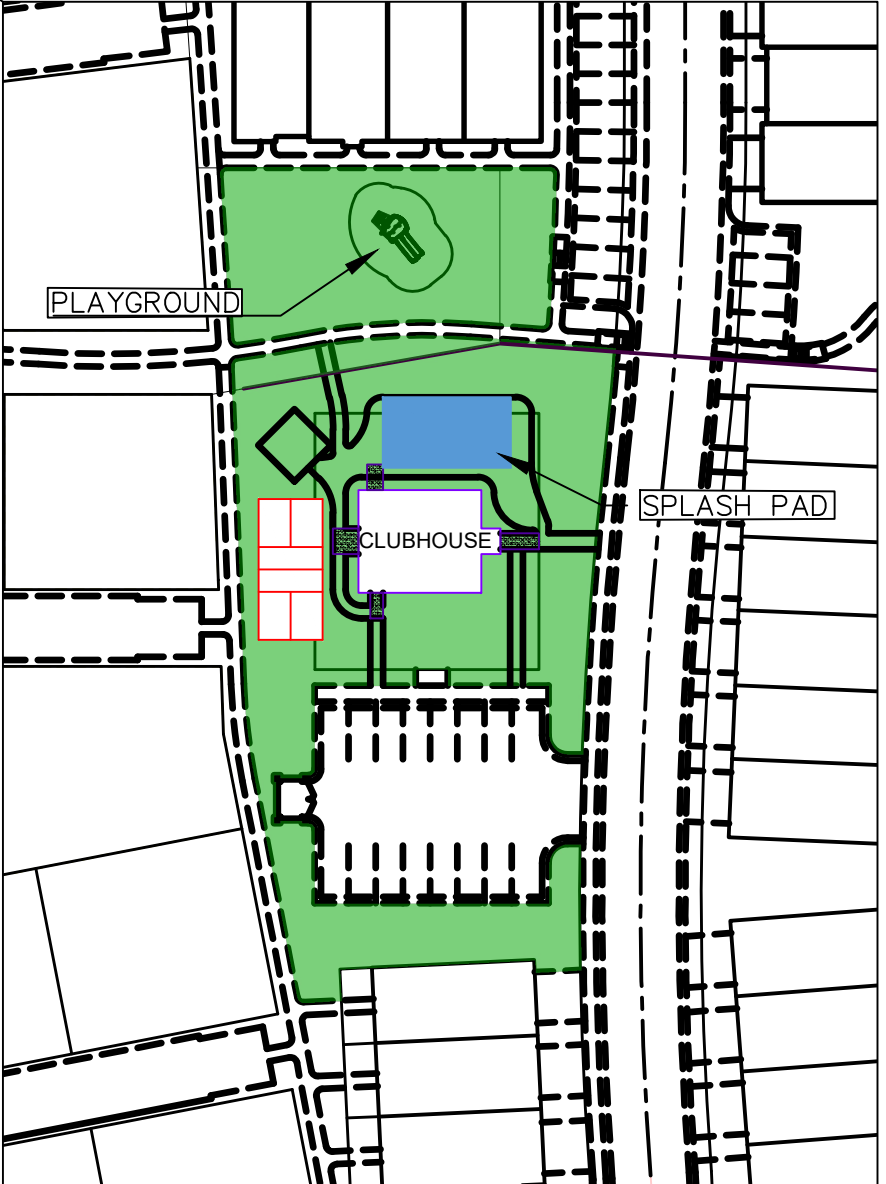
TOTAL QTY	APPROVED DEVELOPMENT AGREEMENT	PROPOSED	AMENITY DESCRIPTION
PAVILLION	5	6	PAVILLION - 12' X 24' ON CONCRETE PAD TWO PICNIC TABLES EACH PAVILLION TWO BBQ GRILLS EACH PAVILLION
VOLLEYBALL COURT	2	0	VOLLEYBALL COURT - CONCRETE SURROUND SAND FILL. NET AND POLES TBD
PLAYGROUND/ TOT LOT	2	3	PLAYGROUND - DESIGN INTENT FINAL PLAYSET TBD
BASKETBALL COURT	0	0	BASKETBALL COURT - 50' X 84' CONCRETE COURT PAINTED LINES. HOOPS TBD
SPLASH PAD	1	1	SPLASHPAD 22' X 40'
SPORT COURT	2	4	SHUFFLE BOARD, OR BOCCE BALL, OR PICKLE BALL 2 FINAL PLAY COURT TBD
CLUBHOUSE	1	1	2450 SQ. FT. CLUBHOUSE
TOTAL	13	15	



SCALE: 1" = 100'



SCALE: 1" = 60'



SCALE: 1" = 60'

LEGEND

- PAVILLION
- TOT LOT/PLAYGROUND
- PICKLE BALL COURT
- SPLASH PAD

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

5		DESIGNED BY:	DATE:
4		DRAWN BY:	DATE:
3		CHECKED BY:	DATE:
2		APPROVED:	DATE:
1		COGO FILE:	DATE:
NO.	REVISIONS	BY	DATE
		REV. COGO FILE:	DATE:



Northern
ENGINEERING INC
ENGINEERING—LAND PLANNING
CONSTRUCTION MANAGEMENT

1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

THE ORCHARDS
APPLE GROVE

PARKS AND AMENITIES PLAN

SANTAQUIN, UTAH

JOB NO.
3-20-031

SHEET NO.
1



Planning Commission Members in Attendance: Commissioner Chair Wood, Commissioner Lance, Commissioner Weight, and Commissioner Hoffman.

Commissioners Romero, Nixon, and McNeff were excused from the meeting.

Others in Attendance: Assistant City Manager Jason Bond, Senior Planner Loren Wiltse, Recorder Amalie Ottley, Planner Camille Moffat, City Council Member Jeff Siddoway, Derek Terry (FIG), Andrew Griffin

Commission Chair Trevor Wood called the meeting to order at 7:00 p.m.

INVOCATION/INSPIRATIONAL THOUGHT

Derek Terry offered an inspirational thought.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Commissioner Weight.

PUBLIC FORUM

Commission Chair Wood opened the public forum at 7:01 p.m.

No members of the public wished to address the commission in the Public Forum.

Commission Chair Wood closed the public forum at 7:02 p.m.

DISCUSSION & POSSIBLE ACTION ITEMS:

1. PUBLIC HEARING: Griffin 2-Lot Subdivision Concept Plan

Senior Planner Wiltse introduced the proposed Griffin 2-lot subdivision located at 270 S. 300 E. Lot 1 would be 0.483 acres and contain an existing residential dwelling unit. Lot 2 would be a 0.234-acre corner lot. The subdivision is located within and subject to the regulations of the R-8 Residential Zone. Mr. Wiltse represented that Santaquin City Code requires that all street improvements be put in with any new subdivision. The developer can request a deferral agreement that would defer the street improvements (i.e., sidewalk, curb and gutter, asphalt, etc.) to a later date.

Commissioner Chair Wood opened the public hearing at 7:04 p.m.

No members of the public wished to address the commission in the hearing.

Commission Chair Wood closed the public hearing at 7:04 p.m.

The applicant, Andrew Griffin, attended the meeting.

Commissioner Lance stated that the proposed subdivision is straightforward and that she had no concerns.

Commissioner Wood inquired about the setback requirements for the zone and plans for frontage. Mr. Wiltse and Assistant Manager Bond addressed which setbacks would be different for the primary and/or secondary frontages.

Commissioner Wood confirmed with the applicant that he is aware of the streamlined application process and possible deferral agreement.

Members of the Planning Commission agreed that the proposed plan is straightforward, and a good use of the lots owned by the applicant.

2. Silver Oaks Preliminary Review

Senior Planner Wiltse presented the Preliminary Plan for the Silver Oaks subdivision located at approximately 590 W. Main Street. The proposed development consists of two phases. Phase (1) one is proposed as a 165-lot residential subdivision located on approximately 15.5 acres in the Residential Commercial (RC) zone. Phase (2) two includes the creation of an approximately 1.17-acre commercial use area, and an approximately 3.75-acre area noted for retail/warehouse use on property located in the Commercial Light Manufacturing (CLM) zone. The estimated total size of the development is 20.50 acres.

Derek Terry attended the meeting representing the applicant.

Assistant Manager Bond indicated that the subdivision has received Architectural Review Committee (ARC) approval for the residential buildings in the development. Assistant Manager Bond also addressed the proposed shared parking in the areas close to the commercial areas. Assistant Manager Bond and Senior Planner Wiltse pointed out the road that was added north of the convenience store to allow for better access throughout the development.

Derek Terry had nothing to add to Mr. Wiltse's initial presentation.

Commissioner Lance inquired about the fencing around the perimeter of the subdivision. She also stated her approval of the building renderings and colors.

Commissioner Wood inquired about why particular stalls were chosen for the shared parking agreement. Mr. Terry indicated that as the phasing of the development happens, shared parking stalls will increase and shift as needed to match the needs of the number and area of the units. Commissioner Weight inquired about who owns the parking spots that will be shared. Assistant Manager Bond and Mr. Terry stated that per a future agreement, the parking spots will be shared and co-owned by an HOA and parties and/or owners of the commercial and flex spaces.

Commissioner Weight inquired if the property lines have been agreed to. Assistant Manager Bond and Mr. Terry stated that the property lines have been corrected as part of the redline process.

Commissioner Lance inquired if the individual units would have garbage cans or shared dumpsters. Senior Planner Wiltse pointed out on the plans where shared dumpsters are located.

Commissioner Weight inquired about the future Parks and Trails Master Plan and where pathways may be located. Assistant Manager Bond pointed out where pathways are located for utility access.

Commissioner Wood inquired about the Development Agreement and what land use requirements may need to be reviewed by the Planning Commission. Assistant Manager Bond stated that a majority of the development agreement involved zoning for the development.

Commissioner Hoffman stated his concerns for the flex/commercial space and shared parking proposals. He indicated, in his opinion and experience, it's difficult for existing developments similar to Silver Oaks to enforce nuisance parking issues. Mr. Wiltse added that underlying conditions in the agreement may help provide a way for the HOA to address concerns. Commissioner Hoffman expressed his opinion that the development should meet the parking standards and requirements as set forth by city code, making the current total spaces in the plans short by the 21 proposed shared parking spots. Commissioners discussed the enforcement mechanisms being put in place up front with agreements between owners and the HOA CC&Rs. Commissioner Lance also pointed out the developers' efforts in providing additional amenities as requested and stated her support for any future management company's ability to manage issues in the development. Commissioner Wood inquired if staff has heard any issues with shared parking agreements within the city in past developments. Assistant Manager Bond discussed the potential for abuse of parking and the impacts it could have on residents in the development and the importance for a strong HOA to resolve issues. Mr. Terry agreed that the potential owners in the flex space/commercial units will be made aware of mechanisms in place to alleviate any parking nuisances. Members of the Commission discussed the two stall parking garages and other concerns for residential parking across the board. Commissioner Lance pointed out that in her experience, FIG has a good reputation for managing their developments and working with owners and HOAs through proper agreements and channels. Planning Commission members discussed the space in front of the commercial units and sizing for potential parking in those spaces as well. Commissioner Lance pointed out that the units will be tenant occupied and those tenants will receive a copy of the CC&Rs at the time of purchase/rental and therefore will be aware that the HOA will be responsible for parking issues and not the city. Commissioner Lance noted that there is walkability to nearby bus stops and there may not be drivers in every residential unit. Commissioners and Assistant Manager Bond discussed the difficulty in deciding how much parking is appropriate for any given development.

Commissioner Lance made a motion to approve the request for shared parking and that an agreement be recorded. Commissioner Wood seconded the motion.

Commissioner Wood	Yes
Commissioner Lance	Yes
Commissioner Hoffman	Yes
Commissioner McNeff	Absent
Commissioner Nixon	Absent
Commissioner Weight	Yes
Commissioner Romero	Absent

The vote was unanimously approved.

Commissioner Lance made a motion that the amenities be accepted as proposed for the replacement of required tot lots. Commissioner Weight seconded the motion.

Commissioner Wood	Yes
Commissioner Lance	Yes
Commissioner Hoffman	Yes
Commissioner McNeff	Absent
Commissioner Nixon	Absent
Commissioner Weight	Yes
Commissioner Romero	Absent

The vote was unanimously approved.

Commissioner Lance made a motion to recommend approval to the City Council for the Silver Oaks Subdivision with the following conditions:

- That all redlines be addressed.
- That the balance of proposed amenities be accepted as proposed for the replacement of required tot lots.
- That the proposed shared parking be accepted and that an agreement be recorded.

Commissioner Hoffman seconded the motion.

Commissioner Wood	Yes
Commissioner Lance	Yes
Commissioner Hoffman	Yes
Commissioner McNeff	Absent
Commissioner Nixon	Absent
Commissioner Weight	Yes
Commissioner Romero	Absent

The vote was unanimously approved.

3. Meeting Minutes Approval

Commissioner Weight made a motion to approve the minutes from the March 28, 2023, Planning Commission Meeting. Commissioner Hoffman seconded the motion.

Commissioner Wood	Yes
Commissioner Lance	Yes
Commissioner Hoffman	Yes
Commissioner McNeff	Absent
Commissioner Nixon	Absent
Commissioner Weight	Yes
Commissioner Romero	Absent

The motion was unanimously approved.

Adjournment

Commissioner Weight made a motion to adjourn the meeting.

The meeting was adjourned at 8:02 p.m.



City Recorder – Amalie R. Ottley

Commission Chair – Trevor Wood