

AGENDA

**Francis City Council Meeting
Thursday, January 13th, 2022, 6:00 pm
2319 So. Spring Hollow Rd. Francis Utah**

Community Center will be the anchor location for this meeting. You may view the meeting via zoom, but no public comment will be taken via zoom.

Francis City is inviting you to attend by following the link below or by calling: 1-301-715-8592
<https://us02web.zoom.us/j/89297884496?pwd=WDRIUENhalZsM1FyWGdKMdJlaFhTZz09>

Meeting ID: **892 9788 4496** Passcode: **674247**

You can also comment by email to comments@francisutah.org

1. Welcome, Call to Order, Pledge of Allegiance, & Thought

2. Newly Elected Officials Oath of Office

3. Consent Agenda

A. Approval of Invoice Register dated January 13th, 2022

B. Approval of Minutes from December 9th, 2021

4. Public Comment

Comments will be taken on any item not scheduled for a public hearing, as well as on any other City business. Comments are limited to two minutes per speaker. The Council cannot act on items not listed on the agenda, and therefore, the Council may or may not respond to non-agenda issues brought up under Public Comment. Those wishing to comment should state their full name and address, whom they represent and the subject matter to be addressed. No person shall interrupt legislative proceedings. Total time allocated to public comments will be not more than 10 minutes.

5. Public Hearings---None

6. Discussion, Updates and Approval on Potential Action Items

A. Resolution 2022-01 Appointing Amanda Dawn Crittenden as City Treasurer

B. Circle T Subdivision Development Agreement

C. Appoint New Planning Commissioner

D. Frontier Days Planning

7. Council Business

A. Council Reports

B. Planner Reports

C. Engineer Reports

D. Mayor Reports

8. Meeting Adjourned

I certify that this notice has been posted in three (3) public places and on the Utah State Public Notice Website. Attested by Suzanne Gillett City Recorder. **In Compliance with the American Disabilities Act, individuals needing special accommodations during this hearing should notify Suzanne Gillett at (435) 783-6236 at least three days prior to the hearing.**

**Francis City
Check Register
Checking Zions Bank - 12/10/2021 to 01/13/2022**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Zions Bank	100	PR100821-744	10/19/2021	12/13/2021	-21.52	Social Security Tax	102221 - FICA, MC & FWT payable
Zions Bank	100	PR100821-744	10/19/2021	12/13/2021	-5.04	Medicare Tax	102221 - FICA, MC & FWT payable
Utah State Retirement	100	PR121721-745	12/20/2021	12/20/2021	25.00	Roth IRA	102223 - Retirement and 401k paya
Utah State Retirement	100	PR121721-745	12/20/2021	12/20/2021	483.27	401k	102223 - Retirement and 401k paya
Utah State Retirement	100	PR121721-745	12/20/2021	12/20/2021	2,124.27	Retirement	102223 - Retirement and 401k paya
Utah State Retirement	100	PR123121-745	12/31/2021	01/04/2022	25.00	Roth IRA	102223 - Retirement and 401k paya
Utah State Retirement	100	PR123121-745	12/31/2021	01/04/2022	462.35	401k	102223 - Retirement and 401k paya
Utah State Retirement	100	PR123121-745	12/31/2021	01/04/2022	1,845.71	Retirement	102223 - Retirement and 401k paya
Zions Bank	100	12132021	10/19/2021	12/13/2021	26.56	offset for voided payroll 100821-744	104140.110 - Admin salaries and wa
					\$4,965.60		
Zions Bank	101	PR121721-744	12/20/2021	12/20/2021	353.42	Medicare Tax	102221 - FICA, MC & FWT payable
Zions Bank	101	PR121721-744	12/20/2021	12/20/2021	658.92	Federal Income Tax	102221 - FICA, MC & FWT payable
Zions Bank	101	PR121721-744	12/20/2021	12/20/2021	1,511.04	Social Security Tax	102221 - FICA, MC & FWT payable
Zions Bank	101	PR123121-744	12/31/2021	01/04/2022	310.74	Medicare Tax	102221 - FICA, MC & FWT payable
Zions Bank	101	PR123121-744	12/31/2021	01/04/2022	614.32	Federal Income Tax	102221 - FICA, MC & FWT payable
Zions Bank	101	PR123121-744	12/31/2021	01/04/2022	1,328.78	Social Security Tax	102221 - FICA, MC & FWT payable
					\$4,777.22		
Utah State Tax Commission	102	PR100821-784	10/12/2021	01/04/2022	531.35	State Income Tax	102222 - Utah state withholding pay
Utah State Tax Commission	102	PR102221-784	10/25/2021	01/04/2022	539.18	State Income Tax	102222 - Utah state withholding pay
Utah State Tax Commission	102	PR103121-784	10/25/2021	01/04/2022	9.16	State Income Tax	102222 - Utah state withholding pay
Utah State Tax Commission	102	PR110521-784	11/08/2021	01/04/2022	546.99	State Income Tax	102222 - Utah state withholding pay
Utah State Tax Commission	102	PR111921-784	11/24/2021	01/04/2022	532.39	State Income Tax	102222 - Utah state withholding pay
Utah State Tax Commission	102	PR113021-784	11/24/2021	01/04/2022	9.16	State Income Tax	102222 - Utah state withholding pay
Utah State Tax Commission	102	PR120321-784	12/06/2021	01/04/2022	744.69	State Income Tax	102222 - Utah state withholding pay
Utah State Tax Commission	102	PR121721-784	12/20/2021	01/04/2022	522.70	State Income Tax	102222 - Utah state withholding pay
Utah State Tax Commission	102	PR123121-784	12/06/2021	01/04/2022	24.78	State Income Tax	102222 - Utah state withholding pay
Utah State Tax Commission	102	PR123121-784	12/31/2021	01/04/2022	458.82	State Income Tax	102222 - Utah state withholding pay
					\$3,919.22		
Brussel, Jan	12613	3 meetings & chr	12/20/2021	12/20/2021	400.00	3 meetings & christmas bonus	104180.110 - P&Z Planner & Planni
Henneuse, Brian & Katie	12614	4 meetings & Ch	12/20/2021	12/20/2021	450.00	4 meetings & christmas bonus	104180.110 - P&Z Planner & Planni
Hunter, Sam	12615	4 meetings & chr	12/20/2021	12/20/2021	450.00	4 meetings & christmas bonus	104180.110 - P&Z Planner & Planni
Murphy, Robert	12616	3 meetings & chr	12/20/2021	12/20/2021	400.00	3 meetings & christmas bonus	104180.110 - P&Z Planner & Planni
Perkins, Terry	12617	3 meeting & chri	12/20/2021	12/20/2021	400.00	3 meetings & christmas bonus	104180.110 - P&Z Planner & Planni
All West Communications	12618	1-25-22	01/05/2022	01/05/2022	598.44	Internet, phone, fax	104140.290 - Admin telephone
All West Communications	12618	1-25-22	01/05/2022	01/05/2022	35.75	internet, phone	516280 - Water power, phone, gas
All West Communications	12618	1-25-22	01/05/2022	01/05/2022	68.71	internet, phone Woodland Hills	516280 - Water power, phone, gas
All West Communications	12618	1-25-22	01/05/2022	01/05/2022	35.76	internet, phone,	527110 - Sewer wages and salaries
					\$738.66		
Alsco	12619	LSAL2545866,2	01/05/2022	01/05/2022	207.68	Office Rugs	104140.210 - Admin dues and subsc
ASCAP	12620	1-5-2022	01/05/2022	01/05/2022	390.00	ASCAP	214560.3 - Entertainment
Blue Stakes of Utah	12621	UT202103273	01/05/2022	01/05/2022	72.01	Blue Stakes	104140.210 - Admin dues and subsc
Dominion Energy	12622	12-6-21	01/05/2022	01/05/2022	364.28	Natural Gas	104160.281 - B&G utilities natural g

**Francis City
Check Register
Checking Zions Bank - 12/10/2021 to 01/13/2022**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Executech	12623	106855,107590,	01/05/2022	01/05/2022	826.00	IT Services	104140.210 - Admin dues and subsc
Hayes Godfrey Bell, P. C.	12624	10494 & 10451	01/05/2022	01/05/2022	8,085.00	Attorney Fees	104140.314 - Admin attorney fees
Holland Equipment	12625	84935	01/05/2022	01/05/2022	1,521.37	Snow Plow Blade, std punch, carbide plow bla	104410.256 - Street auto & truck ma
Horrocks Engineers, Inc.	12626	65658	01/05/2022	01/05/2022	78.00	Staff meeting	104140.312 - Admin engineering ser
Horrocks Engineers, Inc.	12626	65658	01/05/2022	01/05/2022	89.00	Premier Pet Lodge	104140.312 - Admin engineering ser
Horrocks Engineers, Inc.	12626	65658	01/05/2022	01/05/2022	409.50	Planning commission	104140.312 - Admin engineering ser
Horrocks Engineers, Inc.	12626	65658	01/05/2022	01/05/2022	487.50	City Council	104140.312 - Admin engineering ser
Horrocks Engineers, Inc.	12626	65658	01/05/2022	01/05/2022	534.00	Francis Commons	104140.312 - Admin engineering ser
Horrocks Engineers, Inc.	12626	65658	01/05/2022	01/05/2022	1,354.50	Tifton Hills Subdivision	104140.312 - Admin engineering ser
Horrocks Engineers, Inc.	12626	65658	01/05/2022	01/05/2022	1,404.00	General Engineering	104140.312 - Admin engineering ser
Horrocks Engineers, Inc.	12626	65658	01/05/2022	01/05/2022	1,430.00	Frontier Acres	104140.312 - Admin engineering ser
Horrocks Engineers, Inc.	12626	65658	01/05/2022	01/05/2022	2,412.75	Hidden Meadow Ranch	104140.312 - Admin engineering ser
Horrocks Engineers, Inc.	12626	65658	01/05/2022	01/05/2022	2,539.50	Stewart Ranch Annexation	104140.312 - Admin engineering ser
Horrocks Engineers, Inc.	12626	65658	01/05/2022	01/05/2022	4,821.46	Hart Ranch	104140.312 - Admin engineering ser
Horrocks Engineers, Inc.	12626	65658	01/05/2022	01/05/2022	780.00	Water Engineering	516110 - Water wages & salaries
Horrocks Engineers, Inc.	12626	65658	01/05/2022	01/05/2022	624.00	Sewer Engineering	527313 - Sewer engineering
					\$16,964.21		
I-D Electric	12627	110732	01/05/2022	01/05/2022	936.36	Replace floats, material , mileage, labor	527450 - Sewer system materials/su
Les Olson Co.	12628	EA1092082	01/05/2022	01/05/2022	433.61	Quarterly billing contract	104140.210 - Admin dues and subsc
Mercedes-Benz Financial Services	12629	012862963	01/05/2022	01/05/2022	443.23	Plow Truck	104410.256 - Street auto & truck ma
Mercedes-Benz Financial Services	12629	012862963	01/05/2022	01/05/2022	443.24	Plow truck	516255 - Water vehicle equip expen
Mercedes-Benz Financial Services	12629	012862963	01/05/2022	01/05/2022	443.24	Plow Truck	527255 - Sewer vehicle equip expen
					\$1,329.71		
Mid-American Research Chemical	12630	12/3/2021	01/05/2022	01/05/2022	750.28	Sewer Supplies	527450 - Sewer system materials/su
Mountainland Supply Co.	12631	S1044426945.00	01/05/2022	01/05/2022	4,237.27	Honda 4 Stroke pump w/adapter, suction hose	516450 - Water system materials/su
Pitney Bowes	12632	3314802116	01/05/2022	01/05/2022	172.08	Postage	104140.242 - Admin postage and de
Public Employees Health Program	12633	12-1-31-2021	01/05/2022	01/05/2022	12,889.47	Health Incusurance	101562 - Health Insurance Clearing
Rain for Rent	12634	1684461	01/05/2022	01/05/2022	5,376.57	Pump trash, float open complete, tank, adapte	516450 - Water system materials/su
Ream's Boots & Jeans	12635	387424	01/05/2022	01/05/2022	19.98	Reams clothing allowance	104140.610 - Admin miscellaneous
Republic Services #864	12636	0864-001665058	01/05/2022	01/05/2022	175.24	Garbage pcik up	104160.480 - B&G garbage service
Rocky Mountain Power	12637	12-23-21	01/05/2022	01/05/2022	654.59	Power	104160.280 - B&G utilities power
Rocky Mountain Power	12637	12-23-21	01/05/2022	01/05/2022	444.91	Power	516280 - Water power, phone, gas
Rocky Mountain Power	12637	12-23-21	01/05/2022	01/05/2022	3,766.21	Power	527280 - Sewer power, telephone, g
					\$4,865.71		
Saltworx LLC	12638	12-28-21,1-3-22	01/05/2022	01/05/2022	5,800.00	Salt	104410.610 - Streets snow removal
State of Utah Division of Finance	12639	17 - 1996 DWR	01/05/2022	01/05/2022	22,000.00	Principal - 1996 DWR Water Revenue	512522.2 - Bond Div of Water Reso
State of Utah Division of Finance	12639	17 - 1996 DWR	01/05/2022	01/05/2022	410.40	Interest - 1996 DWR Water Revenue	516820 - Water interest expense
					\$22,410.40		
Summit County Public Health Dept	12640	582012781,5820	01/05/2022	01/05/2022	69.00	Water Sample	516420 - Water samples/testing

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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Twin "D" Inc.	12641	21508	01/05/2022	01/05/2022	3,200.00	Point Repair- Installation of 8" CIPP fiberglass	527450 - Sewer system materials/su
Utah Local Governments Trust	12642	1595234,159523	01/05/2022	01/05/2022	119.00	Worker Comp	101565 - Workman's Compensation
Utah Local Governments Trust	12642	1595234,159523	01/05/2022	01/05/2022	450.97	Benefits	101566 - Other clearing
					\$569.97		
Ace Hardware Of Kamas	12643	45969,45991,45	01/05/2022	01/05/2022	89.99	material & supplies	104160.240 - B&G operating supplie
Ace Hardware Of Kamas	12643	45969,45991,45	01/05/2022	01/05/2022	210.78	material & supplies	104410.260 - Street Tools & Supplie
Ace Hardware Of Kamas	12643	45969,45991,45	01/05/2022	01/05/2022	344.51	material & supplies	104410.260 - Street Tools & Supplie
Ace Hardware Of Kamas	12643	45969,45991,45	01/05/2022	01/05/2022	368.00	material & supplies	104510.250 - Park maintenance and
Ace Hardware Of Kamas	12643	45969,45991,45	01/05/2022	01/05/2022	106.53	material & supplies	516450 - Water system materials/su
					\$1,119.81		
Verizon Wireless	12644	9894308443	01/05/2022	01/05/2022	252.01	Cell Phones	104140.290 - Admin telephone
Column Software PBC	12645	177730, 177732	01/12/2022	01/12/2022	271.92	Public Notices	104140.210 - Admin dues and subsc
Executech	12646	exec -108928, 11	01/12/2022	01/12/2022	828.90	IT Services	104140.210 - Admin dues and subsc
Fuel Network----Dept of Administra	12647	December	01/12/2022	01/12/2022	1,649.38	Fuel	104410.256 - Street auto & truck ma
I-D Electric	12648	110872	01/12/2022	01/12/2022	1,144.76	Touble shoot and replace parking lot pole light	104160.240 - B&G operating supplie
J & S Auto Inc.	12649	271725,274084,	01/12/2022	01/12/2022	20.46	Red Truck	104410.256 - Street auto & truck ma
J & S Auto Inc.	12649	271725,274084,	01/12/2022	01/12/2022	109.98	Roads	104410.256 - Street auto & truck ma
J & S Auto Inc.	12649	271725,274084,	01/12/2022	01/12/2022	143.48	Silver Ford Truck Parts	104410.256 - Street auto & truck ma
J & S Auto Inc.	12649	271725,274084,	01/12/2022	01/12/2022	380.76	Silver Ford Truck Parts	104410.256 - Street auto & truck ma
J & S Auto Inc.	12649	271725,274084,	01/12/2022	01/12/2022	66.76	shop tools	104410.260 - Street Tools & Supplie
J & S Auto Inc.	12649	271725,274084,	01/12/2022	01/12/2022	13.98	Grease Crison	104510.250 - Park maintenance and
J & S Auto Inc.	12649	271725,274084,	01/12/2022	01/12/2022	28.00	diesel exhaust fluid	104510.250 - Park maintenance and
J & S Auto Inc.	12649	271725,274084,	01/12/2022	01/12/2022	6.99	Rubber gasket maker	527450 - Sewer system materials/su
J & S Auto Inc.	12649	271725,274084,	01/12/2022	01/12/2022	47.14	Vac Trailer	527450 - Sewer system materials/su
J & S Auto Inc.	12649	271725,274084,	01/12/2022	01/12/2022	71.53	Vac Trailer	527450 - Sewer system materials/su
J & S Auto Inc.	12649	271725,274084,	01/12/2022	01/12/2022	127.55	Vac Trailer	527450 - Sewer system materials/su
					\$1,016.63		
Mirror Lake Service	12650	5022180,502320	01/12/2022	01/12/2022	47.08	Fuel	104410.256 - Street auto & truck ma
Mountainland Association of Gover	12651	MAG2647	01/12/2022	01/12/2022	500.00	Local contributions approved by the Executive	104140.210 - Admin dues and subsc
Roper Buildings	12652	8559	01/12/2022	01/12/2022	17,980.00	New building final pmt.	104160.240 - B&G operating supplie
Woodland Hills Mutual Water Com	12653	1-25-2022	01/12/2022	01/12/2022	1,200.00	Water assesments	516410 - Water assessments
					\$134,177.39		



FRANCIS CITY

RESOLUTION NO. 2022-01

**A RESOLUTION OF THE FRANCIS CITY COUNCIL APPOINTING
THE FRANCIS CITY TREASURER IN ACCORDANCE WITH STATE
LAW**

WHEREAS, pursuant to *Utah Code Annotated* Section §10-3-916, the City is required to appoint a treasurer; and

WHEREAS, the Mayor, with the advice and consent of the City Council, desires to appoint a City Treasurer as required by statute;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FRANCIS CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. **Appointment.** Amanda Crittenden is hereby appointed to the office of City Treasurer of Francis City effective as of August 30, 2020. She shall serve at the pleasure of the City Council and until her successor is appointed and qualified. Furthermore, Amanda Crittenden, and her appointments made herein, shall be subject to the ordinances, rules and regulations of Francis City and the laws of the State of Utah.

Section 2. **Severability.** If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FRANCIS CITY, STATE OF UTAH, THIS 13th DAY OF JANUARY 2022.

FRANCIS CITY

ATTEST:

Suzanne Gillett
City Recorder

By: _____
Jan Brussel
Mayor



Staff Report

To: Francis City Council
From: Katie Henneuse
Report Date: January 12, 2022
Meeting Date: January 13, 2022
Title: Circle T Phase 1
Type of Item: Development Agreement

Executive Summary:

Logan Page is under contract to purchase Phase 1 of the Circle T subdivision. Final Plat approval was granted to Circle T in 2007. A development agreement was recorded in 2017. The infrastructure was partially installed, but the plat was never recorded.

Mr. Page is requesting that the city sign a new development agreement pertaining to Phase 1 only to separate the obligations of the phases and to make the project more economically feasible so that it can be completed. This item was discussed with the City Council on December 9, 2021 and was tabled. The mayor, staff, and developer have discussed and negotiated the terms of the agreement further since the last meeting.

The following changes are proposed:

1. Split the annexation fee of \$664,000 between Phase 1 and 2 based on the number of lots. Phase 1 will pay \$278,880 before recording a plat. Phase 2 will pay \$385,120.
2. Removal of the obligation for the developer to construct a road along the entire length of the northern edge of the project (1700 South). Instead, only construct the road to the Field Hand Lane entrance.
3. Amend the plat to remove the Colt Lane entrance and replace it with an entrance for a future road that will be build in Phase 2 or will be relocated as part of Phase 2.
4. Install a temporary turnaround at the Phase 1 border on Prairie Loop. Obtain an easement from the Phase 2 owner for this turnaround.
5. Removal of obligations that are not applicable to Phase 1, such as the eastern ditch.
6. Replace the requirement to build a landscaper barrier such as a berm to prevent lot access from 1700 South with a 6-foot privacy fence as requested by the neighbors.

Analysis:

The division of annexation fees is fair and is as staff recommended in December.

The Phase 2 developer should be responsible to construct 1700 South east of the Field Hand Lane entrance since the owner of Phase 2 already owns a portion of 1700 South and the Colt Lane entrance will mostly serve Phase 2. The city attorney feels that the city will be able to require the Phase 2 developer to construct this portion of 1700 South. The Phase 1 developer owns the land where the trail along 1700 South is planned and should be responsible for constructing the trail as reflected in the proposed agreement.

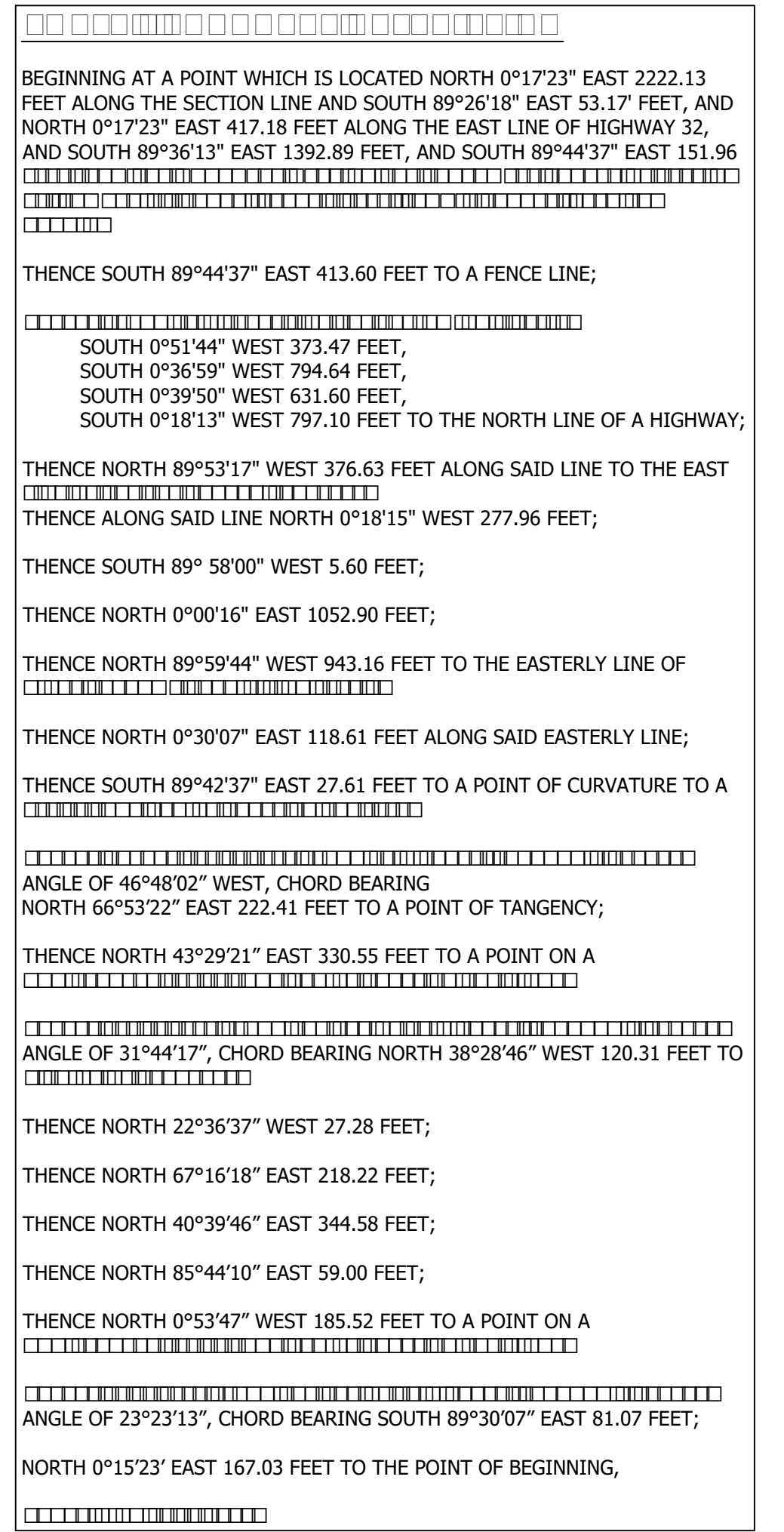
Staff Recommendation:

Agree to the proposed changes as written. Instruct the developer to apply for a plat amendment to finalize the changes.

Community Review:

A public hearing is not required for this item. A public hearing will be required if the plat is amended.





CIRCLE T RANCHES PHASE 1 SUBDIVISION DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this ____ day of _____, 2022, by and between _____ (hereinafter called "Developer"), and the CITY OF FRANCIS, a political subdivision of the State of Utah (hereinafter called "City"). Developer and the City are, from time to time, hereinafter referred to individually as a "Party" and collectively as the "Parties." Unless otherwise noted herein, this Agreement supersedes and replaces any previous development agreements entered into by and between Developer and the City involving the same Property (defined below) and is the entire, complete Agreement between the Parties.

RECITALS

A. The City, acting pursuant to its authority under Utah Code Ann. Section 10-9a 101, *et. seq.*, in compliance with the Francis City Zoning Ordinance, including but not limited to Chapter 6 thereof, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations, has made certain determinations with respect to the proposed Circle T Ranch Subdivision and therefore has elected to approve and enter into this Agreement in order to advance the policies, goals, and objectives of the City, and the health, safety, and general welfare of the public.

B. The City and a previous landowner/developer entered into a Development Agreement dated December 27th, 2017 to develop all three phases of Circle T Ranches.

C. The previous developer didn't meet its obligations and Phase 1 of Circle T Ranches was acquired by a bank holding the security interest Phase 1 of the Property.

D. The Developer acquired only Phase 1 of the Property following the foreclosure from the previous owner.

E. In order to develop Phase 1, the Parties are entering into a new Development Agreement to properly address the obligations of the Developer.

F. Developer has a legal interest in certain real property located in the City as described in Exhibit A attached hereto (the "Property").

G. Developer intends to develop the real property described in Exhibit A as a 37-lot residential subdivision commonly known as Phase 1 of Circle T Ranch. The 37- lots are those listed in Exhibit A. It includes the restricted lots. It does not include the non-buildable open space lots.

H. Each Party acknowledges that it is entering into this Agreement voluntarily. Developer consents to all of the terms of the Agreement as valid conditions of development under all circumstances.

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth

herein, the receipt and adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. EFFECTIVE DATE AND TERM

1.1 Effective Date.

This Agreement shall become effective on the date it is executed by Developer and the City (the "Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.

1.2 Term.

The term of this Agreement (the "Term") shall commence upon the Effective Date and continue for a period of 25 years. The Development Agreement carries with Phase 1 of Circle T Ranch Subdivision and transfers to the next Developer should the property change hands or transact. Unless otherwise agreed between the City and Developer, Developer's vested interests and rights Contained in this Agreement expire at the end of the Term, or upon termination of this Agreement. Upon termination of this Agreement, the obligations of the Parties to each other hereunder shall terminate, but none of the dedications, easements, licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

Section 2. 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 this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including its Exhibits.

"Applicable Law" shall have that meaning set forth in Section 4.2 of this Agreement.

"Governing Body" shall mean the Francis City Council.

"Changes in the Law" shall have that meaning set forth in Section 4.2 of this Agreement.

"Conditions to Current Approvals" shall have the meaning set forth in Section 3.1(b) of this Agreement.

"City" shall mean the City of Francis and shall include, unless otherwise provided, any and all of the City's agencies, departments, officials, employees or agents.

"City General Plan" or "General Plan" shall mean the General Plan of the City of Francis.

“Developer” shall have that meaning set forth in the preamble, and shall also include Developer's successors and/or assigns, including but not limited to any homeowners' association which may succeed to control of all or any portion of the Project.

“Director” shall mean the Director of the Francis City Planning Department, or his or her designee.

"Effective Date" shall have that meaning set forth in Section 1.1 of this Agreement.

"Notice of Compliance" shall have that meaning set forth in Section 8.1 of this Agreement.

"Planning Commission" shall mean the Francis City Planning Commission.

"Project" shall mean the Property and the development on the Property, which is the subject of this Agreement as well as any ancillary and additional improvements or endeavors incident thereto.

"Property" shall mean the parcel or parcels of land which are the subject of this Agreement and which are more particularly described in Exhibit A.

"Subsequent Approval" means a City approval or permit, which is not otherwise provided for in this Agreement, and which is reasonably necessary for completion of the Project as reasonably determined by the City.

Section 3. OBLIGATIONS OF DEVELOPER AND THE CITY

3.1 Obligations of Developer.

(a) **Generally.** The Parties acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of the City set forth herein is material consideration for Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein.

(b) **Conditions to Current Approvals.** Unless otherwise stated, each requirement for the Project must be met prior to recording a plat for the Project. Developer shall comply with all of the following Conditions to Current Approvals:

(1) **Payment of Fees:** Developer agrees to pay all Francis City fees as a condition of developing the Property and Project, including all engineering, planning and attorney fees and other outside consultant fees incurred by the City in relation to the Project, and fees already accrued by the Project. All fees, including outstanding fees for prior plan checks (whether or not such checks are currently valid) shall be paid current prior to the recording of any plat or the issuance of any building permit for the Project or any portion thereof.

(2) **Water:** Developer agrees to provide a total of 37-net acre feet of

water as measured in the City's well for the benefit of the Project, to satisfy both culinary and irrigation use. The water provided by Developer shall meet all City policies and ordinances for culinary and irrigation use, respectively.

(3) Construction and/or Dedication of Project Improvements:

Developer agrees to construct and/or dedicate, at Developer's expense, project improvements as directed by the City, including but not limited to roads, trails, landscaping, water, sewer, storm drains, and other utilities as shown on the approved final plans and in accordance with City standards as directed by the City Engineer. Developer also agrees to comply with the following:

(a) Developer agrees to construct and dedicate to the City a road at 1700 South from SR 32 to Field Hand Lane at the northwest entrance to the Project, pursuant to City standards and as directed by the City Engineer. Developer must cause to be deeded to the City, the rights-of-way necessary to construct and operate this section of road. Developer must obtain written approval from UDOT and from the South Kamas and Washington Irrigation Companies for the design and configuration of this section of road.

(b) Developer agrees to obtain written approval from UDOT for all access to, and intersections with, state highway 32.

(c) Developer agrees to install a public water line 10 inches in diameter along the northern boundary of the Project in the new 1700 South road from SR 32 to Field Hand Lane and through Uinta Shadows Plat A Subdivision to Field Hand Lane, and to stub the water line within the Project at the points meeting Phase 2.

(d) Developer will construct an asphalt trail, pursuant to City standards, along one side of below mentioned roads in Phase 1. These include along Field Hand Lane, Circle T Ranch Drive (through its Phase 1 portion), Rancher Circle, Gallop Circle, Kirkham Lane, and Prairie Loop (through its portion of Phase 1).

(e) Developer will construct a road base or asphalt trail along the north edge of the Project pursuant to City standards, running east/west from Highway 32 to the future road.

(f) Developer will construct drainage swales along the shoulders of the roads in the Project pursuant to City standards and as directed by the City Engineer. Developer will install oil separators in the drainage swales to protect the quality of the drainage water. Developer will include in the Project's Covenants, Conditions and Restrictions policies requiring lot owners to protect the integrity and the cleanliness of the drainage swales.

(g) Developer and/or its successors and assigns will perform all necessary snowplowing in the project until the project is 50 percent built out pursuant to the City's building code standards.

(4) Covenants, Conditions and Restrictions. Developer will adopt

Covenants, Conditions and Restrictions for the Project that will ensure compliance with Developer's obligations contained herein. Developer will allow City to review the Covenants, Conditions and Restrictions prior to recording them, but City will have no responsibility or liability for their content or any obligation to enforce them. The Covenants, Conditions and Restrictions will, however, grant the City legal authority to enforce them if the City, solely at its option, determines to enforce some, all or any of its provisions.

(5) **No Access to Lots from Rear.** The lots in the Project located along 1700 South (Ranch Road) will not be allowed to be accessed from 1700 South (Ranch Road). These lots are all notated with an R on the plat. The recorded plat must include a note containing this restriction. Developer will construct a neutral-colored six-foot privacy fence to be approved by the City Engineer along the north side of these lots to prevent such access. The Project's homeowner's association will be responsible for maintenance of the fence.

(6) **Piped Water.** Developer will construct a piping system to carry water from the conservation parcel, and the property and springs thereon and to the south thereof, through the Project and exiting the Project to the northwest. The maintenance of the pipe system will be the responsibility of the Project's homeowner's association.

(7) **Annexation Agreement.** Developer agrees to comply with all terms of the Runaway Ranch Annexation Agreement (unless compliance with a term has been expressly waived in writing by the City) including but not limited to payment of the Phase 1 annexation fees referenced therein, which fee is in addition to all other required development fees, impact fees, connection fees, professional fees, and other fees required by City policies and/or by this Agreement. The City will allow the fee in the Runaway ranch Annexation Agreement to be divided between phases 1 and 2. That split will be as follows, Phase 1 will pay \$278,880 and Phase 2 will pay \$385,120. The respective property owners for each phase shall be responsible for their respective portions of the Annexation Fee prior to recordation of the plat for the respective phase.

(8) **Engineer Review.** All plats and construction drawings submitted at any time are subject to review and redline by the City Engineer.

(9) **Warranty.** Consistent with City standards, Developer will provide a two-year warranty for the operation of all improvements. The start date of said warranty shall commence when that individual improvement is inspected and accepted by the City.

(10) **Bonding.** Developer agrees to post bonds in amounts and types established by the City related to the performance of Developer's construction obligations for the Project, pursuant to current City ordinances, resolutions and standards.

3.2 Obligations of the City

(a) **Generally.** The Parties acknowledge and agree that Developer's

agreement to perform and abide by the covenants and obligations of Developer set forth herein is material consideration for the City's agreement to perform and abide by the covenants and obligations of the City set forth herein.

(b) **Public Improvements.** The City agrees to accept and maintain all improvements dedicated to the public, unless otherwise provided in this Development Agreement.

(c) **Rezoning of Property.** The City agrees to rezone the entire Project as R-1 to accommodate the Project plans, if not already so zoned.

(d) **Drainage Swale Maintenance.** The City agrees to maintain and monitor the drainage swale system, subject to the obligations of lot owners to abide by City policies and the Covenants, Conditions and Restrictions pertaining to same.

(e) **Upsizing.** The City agrees to pay the costs of material for upsizing any utility lines that the City desires to upsize in excess of the size required by the Project.

Section 4. VESTED RIGHTS AND APPLICABLE LAW

4.1 Vested Rights.

(a) **Generally.** As of the Effective Date of this Agreement, Developer shall have vested rights only as specified under this Agreement.

(b) **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the City to enact such legislation under its police power, such legislation shall not modify Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Western Land Equities, Inc. v. Town of Logan, 617 P.2d 388 (Utah, 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

4.2 Applicable Law.

a) **Applicable Law.** The rules, regulations, official policies, standards and specifications applicable to the development of the Property (the "Applicable Law") shall be in accordance with those set forth in the Conditions to Current Approvals set forth in this Agreement, and those rules, regulations, official policies, standards and specifications, including City ordinances and resolutions, in force and effect on the date the City Council granted preliminary approval to Developer. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of the City

necessary for approval and recordation of subdivision plats, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City.

(b) State and Federal Law. Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("Changes in the Law") applicable to the Property. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary, to comply with the Changes in the Law.

Section 5. AMENDMENT

Unless otherwise stated in this Agreement, the Parties may amend this Agreement from time to time, in whole or in part, by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in any specific lot, unit or other portion of the Project. Each person or entity (other than the City and Developer) that holds any beneficial, equitable, or other interests or encumbrances in all or any portion of the Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments thereof that otherwise comply with this Section 5. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to, the City and/or the Developer.

Section 6. COOPERATION-IMPLEMENTATION

6.1 Processing of Subsequent Approvals.

(a) Upon submission by Developer of all appropriate applications and processing fees for any Subsequent Approval to be granted by the City, the City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval application including, without limitation, (i) the notice and holding of all required public hearings, and (ii) granting the Subsequent Approval application as set forth below.

(b) The City's obligations under Section 6.1(a) of this Agreement are conditioned on Developer's provision to the City, in a timely manner, of all documents, applications, plans, and other information necessary for the City to meet such obligations. It is the express intent of Developer and the City to cooperate and work diligently and in good faith to obtain any and all Subsequent Approvals.

(c) The City may deny an application for a Subsequent Approval by Developer only if (i) such application does not comply with Applicable Law, (ii) such

application is inconsistent with the Conditions to Current Approvals, or (iii) the City is unable to make all findings related to the Subsequent Approval required by state law or City ordinance. The City may approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with state law or City ordinance or to make the Subsequent Approval consistent with the Conditions to Current Approvals, so long as such conditions comply with Section 4.1(b) of this Agreement.

(d) If the City denies any application for a Subsequent Approval, the City must specify the modifications required to obtain approval of such application. Any such specified modifications must be consistent with Applicable Law (including Section 4.1(b) of this Agreement). The City shall approve the application if subsequently resubmitted for the City's review and the application complies with the specified modifications.

6.2 Other Governmental Permits.

(a) Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental agencies in connection with the development of, or the provision of services to the Project.

(b) The City shall cooperate with Developer in its efforts to obtain such permits and approvals, provided that such cooperation complies with Section 4.1(b) of this Agreement. However, the City shall not be required by this Agreement to join, or become a party to any manner of litigation or administrative proceeding instituted to obtain a permit or approval from, or otherwise involving any other governmental or quasi-governmental agency.

Section 7. DEFAULT; TERMINATION; ANNUAL REVIEW

7.1 General Provisions.

(a) **Defaults.** Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured, then no default shall exist and the noticing Party shall take no further action.

(b) **Termination.** If the City elects to consider terminating this Agreement due to a material default of Developer, then the City shall give to Developer a written notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the City Council determines that a material default has occurred and is continuing and elects to terminate this Agreement, the City Council shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated thirty (30) days thereafter. The City may thereafter pursue any and all remedies at law or equity. By presenting evidence at such hearing, Developer does not waive any and all remedies available to Developer at law or in equity.

7.2 Review by City.

(a) **Generally.** The City may at any time and in its sole discretion request that Developer demonstrate that Developer is in full compliance with the terms and conditions of this Agreement. Developer shall provide any and all information requested by the City within thirty (30) days of the request, or at a later date as agreed between the Parties.

(b) **Determination of Non-Compliance.** If the City Council finds and determines that Developer has not complied with the terms of this Agreement, and noncompliance may amount to a default if not cured, then the City may deliver a Default Notice pursuant to Section 7.1(a) of this Agreement. If the default is not cured timely by Developer, the City may terminate this Agreement as provided in Section 7.1(b) of this Agreement.

7.3 Default by the City.

In the event the City defaults under the terms of this Agreement, Developer shall have all rights and remedies provided in Section 7.1 of this Agreement and provided under Applicable Law.

7.4 Enforced Delay; Extension of Time of Performance.

Notwithstanding anything to the contrary contained herein, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environmental regulations, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Upon the request of either Party hereto, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

7.5 Limitation on Liability.

No owner, director or officer of the Developer, when acting in his or her capacity as such, shall have any personal recourse, or deficiency liability associated with this Agreement, except

to the extent that liability arises out of fraud or criminal acts of that owner, director, or officer.

Section 8. NOTICE OF COMPLIANCE

8.1 Timing and Content.

Within fifteen (15) days following any written request which Developer may make from time to time, the City shall execute and deliver to Developer a written "Notice of Compliance," in recordable form, duly executed and acknowledged by the City, certifying that: (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modification; (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default; and (iii) any other reasonable information requested by Developer. Developer shall be permitted to record the Notice of Compliance.

8.2 Failure to Deliver.

Failure to deliver a Notice of Compliance within the time set forth in Section 8.1 shall constitute a presumption that as of fifteen (15) days from the date of Developer's written request (i) this Agreement was in full force and effect without modification except as may be represented by Developer; and (ii) there were no uncured defaults in the performance of Developer. Nothing in this Section, however, shall preclude the City from conducting a review under Section 7.2 or issuing a notice of default, notice of intent to terminate or notice of termination under Section 7.1 of this Agreement for defaults which commenced prior to the presumption created under this Section, and which have continued uncured.

Section 9. CHANGE IN DEVELOPER, ASSIGNMENT, TRANSFER AND NOTICE.

The rights and obligations of the Developer under this agreement may be transferred or assigned by mutual written consent of all parties hereto; which consent shall not be unreasonably delayed or withheld.

Section 10. MISCELLANEOUS

10.1 Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

10.2 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable by the final order of a court of

competent jurisdiction, either Party to this Agreement may, in its sole and absolute discretion, terminate this Agreement by providing written notice of such termination to the other Party.

10.3 Other Necessary Acts. Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement, the Conditions to Current Approvals, and Subsequent Approvals and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

10.4 Construction. Each reference in this Agreement to any of the Conditions to Current Approvals or Subsequent Approvals shall be deemed to refer to the Condition to Current Approval or Subsequent Approval as it may be amended from time to time pursuant to the provisions of this Agreement, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both the City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

10.5 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

10.6 Covenants Running with the Land and Manner of Enforcement. The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots in the Project shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and (2) have no right to bring any action under this Agreement as a third party beneficiary or otherwise.

The City may look to Developer, its successors and/or assigns, an owners' association governing any portion of the Project, or other like association, or individual lot or unit owners in the Project for performance of the provisions of this Agreement relative to the portions of the Project owned or controlled by such party. Any cost incurred by the City to secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to individual lots or units in the Project

10.7 Waiver. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach.

10.8 Remedies. Either Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the

foregoing and the purpose of this Agreement. In no event shall either Party be entitled to recover from the other Party either directly or indirectly, legal costs or attorneys' fees in any legal or equitable action instituted to enforce the terms of this Agreement.

10.9 Utah Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

10.10 Other Public Agencies. The City shall not unreasonably withhold, condition, or delay its determination to enter into any agreement with another public agency concerning the subject matter and provisions of this Agreement if necessary or desirable for the development of the Project and if such agreement is consistent with this Agreement and Applicable Law. Nothing in this Agreement shall require that the City take any legal action concerning other public agencies and their provision of services or facilities other than with regard to compliance by any such other public agency with any agreement between such public agency and the City concerning subject matter and provisions of this Agreement.

10.11 Attorneys' Fees. In the event of any litigation or arbitration between the Parties regarding an alleged breach of this Agreement, neither Party shall be entitled to any award of attorneys' fees.

10.12 Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement and Applicable Law to ensure that the rights secured by the other Party through this Agreement can be enjoyed.

10.13 Representations. Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party:

(a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.

(b) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.

(c) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

10.14 No Third-Party Beneficiaries. This Agreement is between the City and Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

Section 11. NOTICES

Any notice or communication required hereunder between the City and Developer must

be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication 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 shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the City:

Mayor
Francis City
2317 S. Spring Hollow Rd.
Francis, UT 84036

With Copies to:

Francis City Attorney
Brad Christopherson
Hayes Godfrey Bell, P.C.
2218 East 3900 South, Suite 300
Holladay, Utah 84124

If to Developer:

Logan Page
7578 S Riverwood Dr
Cottonwood Heights, Utah 84093

Section 12. ENTIRE AGREEMENT, COUNTERPARTS AND EXHIBITS

Unless otherwise noted herein, this Agreement, including its Exhibits, is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the City and Developer.

Section 13. RECORDATION OF DEVELOPMENT AGREEMENT

No later than ten (10) days after the City enters into this Agreement, the City Recorder shall cause to be recorded, at Developer's expense, an executed copy of this Agreement in the Official Records of the County of Summit.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and the City as of the date and year first above written.

FRANCIS CITY

By: Mayor Jan Brussel

ATTEST

Suzanne Gillette City Recorder

DEVELOPER

By: Logan Page

CITY ACKNOWLEDGMENT

STATE OF UTAH)

:SS.

COUNTY OF _____)

On the _____ day of _____, 2022, personally appeared before me Jan Brussel, who being by me duly sworn, did say that he is the Mayor of **FRANCIS CITY**, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires:

Residing at:

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)

:SS.

COUNTY OF _____)

On the _____ day of _____, 2022, personally appeared before me, _____, who being by me duly sworn, did say that he/she is the _____ of _____, who duly acknowledge to me that he/she executed the same on behalf of said company.

NOTARY PUBLIC

My Commission Expires:

Residing at:

1/10/22

To Whom it may concern:

My letter of interest for a position on the Francis City planning board.

First and foremost; I wish to be involved in what happens in Francis, the growth of this community is inevitable, and I don't want to see what happened in Park City and Heber to happen here.

Growth is good, it provides opportunity, jobs, commerce and tax dollars. Infrastructure and water are two subjects deserving of a great deal of patience and common sense (not to mention legality) that have plagued the communities mentioned above.

I have lived in both and believe I could bring something to the table when it comes to how one project gets passed and others follow based on how the first was allowed.

We chose to move here and become part of Francis, not bring our previous home here. That said, if I don't do anything then moan and groan about change, shame on me. I don't mind being wrong, (I'd certainly rather be right) but at least an opinion will be shared.

My family along with others settled both Kamas and Heber Valley's back when it all began. I feel like I am home.

So, my letter of interest is short

Thank you for your considering me for this opportunity to serve.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad Murdock". The signature is fluid and cursive, with a large, sweeping "P" at the end.

Brad Murdock

Planning Commission Questionnaire

1. What do you see as the vision for Francis City?

DEVELOPMENT IS INEVITABLE BUT IT CAN BE ACCOMPLISHED WITH COMMON SENSE APPROACHES TO WATER, TRAFFIC AND INFRASTRUCTURE

2. What is your view of the role of the Planning Commission and why are you interested in volunteering?

I WANT TO LIVE IN FRANKS AND BE A CONTRIBUTING NEIGHBOR
I SPENT A LOT OF TIME WATCHING WHAT HAS HAPPENED IN OTHER AREAS

3. What specific skills would you bring to the Planning Commission?

I REALLY TRY TO SEE BOTH SIDES OF AN ISSUE

4. What do you see as the biggest challenges for Francis City?

UNCONTROLLED GROWTH
LACK OF WATER
LACK OF INFRASTRUCTURE

5. Should planning code guidelines always be followed?

I BELIEVE PLANNING CODES SHOULD BE BALANCED BETWEEN LETTER & SPIRIT OF CODE

FRANCIS CITY PLANNING COMMISSION – OPEN ROLL 2021

Candidate: **ELIZABETH (LIZ) REEDER**

3116 S. Rock View Dr.

Francis, UT 84036

970-209-7619

Bud.reeder@gmail.com

Letter of Interest and Questions on following pages

December 14, 2021

RE: Francis City Planning Commission

Letter of Interest

Dear Commissioners:

I would like to express my interest in serving on the Francis City Planning Commission. I have been a resident / property owner in Francis since 2019, albeit I am a new to the longstanding community I have already witness a lot of change. In addition to being proud Francis residents, my husband and I are also small business owners.

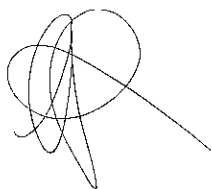
When I am not working on growing our small business, I work for a sports company located in Stockholm, Sweden and my husband works for the Park City Police Department. We are a young family – and feeling incredibly fortunate that we are going to be able to raise our son at the base of the Uinta Mountains.

Although, I do not have an immense amount of planning experience I will bring the energy, devotion and interest/well-being of our community to the table. I have served on several boards and committees over the years and with this experience I have a good understanding of how boards and commissions work. Most recently, I served on the Bike Utah Board. In addition, I have a background in strategical marketing. I have lived in small communities all across the United States, and I have seen what/how to make a small community thrive, as well as what does not work.

Should I be granted the opportunity to serve on the Francis City Planning Commission, I would like to use this to unite the community and grow the new residents voices in Francis. As our community continues to expand it is important that rules, codes and regulations are revisited/reassessed so our community can be forward-thinking and remain welcoming and progressive part of Summit County.

I would appreciate your consideration as you look to fill the open Planning Commission vacancy.

Best,

A handwritten signature in black ink, appearing to be 'Elizabeth Reeder', with a stylized, cursive script.

Elizabeth Reeder
3116 S. Rock View Dr.
Francis, UT 84036
970 209 7619
Bud.reeder@gmail.com

Planning Commission Questionnaire

1. What do you see as the vision for Francis?

I believe that a vision/path for Francis City should be to preserve the farming and outdoor heritage/history, while striving to promote and enhance the sense of community as our town expands. Francis should strive to maintain a welcoming environment for all residents, visitors and businesses.

2. What is your view of the role of the Planning Commission and why are you interested in volunteering?

I believe that it is important to have an array of different Francis residence acting as a part of the Commission – the young, the old. The longtime local, the new resident. The rancher, the business savvy professional – at the end of the day we are all a vital part of the community and everyone's voice needs to be heard. I am eager to learn and understand the local planning and zoning ordinances, including future plans for Francis. I am interested in volunteering my time so that I can serve my community and help Francis City become a better place for us all to live.

3. What specific skills would you bring to the Planning Commission?

I would bring my strategic and organized mindset to the Planning Commission. I believe it is very important to have someone in the Southfield neighborhood an opportunity to have a seat at the table, especially since a major of the expansion of Francis City is happening in this area and we are TRULY experiencing/witnessing the implications day-in-and-day-out. Frankly, I don't want to look at this as what I can bring – but – what I can take away from being on the Planning Commission, and how that would help me better serve my community and be a voice that is heard.

4. What do you see as the biggest challenges for Francis City?

One of the biggest challenges I see Francis City experiencing is not being able to keep up with the rapid growth that is happening. Codes need to be updated, small businesses need to be given better incentives, the City needs to provide the tools and resources to promote economic development.

I also see water access being a major issue that I would like to have more information and understanding on as our community continues to flourish.

Lastly, lack of communication to the residences about the current plans is a huge challenge. Most of the time, I feel like I am finding out about meetings, voting, etc after the fact. Our community needs to ensure that everyone feels included. Start utilizing something like NextDoor, opposed to mail. *I do see that there are several people currently utilizing this app, however, it should be more widely promoted by the city of Francis.

5. Should planning code guidelines always be followed?

Rules, codes and other regulation guides should always be followed, UNLESS those rules, codes and regulations are not working for the community. Codes need to be followed by all residence, I see this as an issue in the Francis community has the area is rapidly expanding and codes and regulations may need to be updates/revised. As the community is growing it is imperative to make sure that all residences are receiving the same treatment when it comes to following / disobeying codes, especially if they impact the safety of their neighbors or businesses around them.



May 19th, 2021

Dear Sponsors and Supporters,

The past year has been an incredible challenge as we have dealt with the global pandemic. As a result, we were unable to hold our annual Francis Frontier Days celebration in 2020. That was a great letdown for our community as we all look forward to our annual Labor Day weekend celebration to spend time with family, friends, and neighbors to honor our rural western heritage.

We are extremely pleased to announce that Francis City will be celebrating Francis Frontier Days again this year! Our celebration this year will include all the great events, entertainment, and rodeo action we have enjoyed in years past.

Francis Frontier Days began 38 years ago as a small-town community celebration for residents to spend time on Labor Day weekend with friends, neighbors, and family while honoring the area's rural mountain western heritage. With a rich history steeped in ranching, logging and agriculture, a rodeo replete with bull riding, bareback riding, roping, horse games, kids scramble, and other events was a perfect way to strengthen relationships within the community. Though Francis has certainly grown in the last 38 years, Francis Frontier Days is still a small-town celebration where people come to catch up with their neighbors, enjoy great food, and have good family fun celebrating the things that make Francis the special place that it is.

This year we are excited to celebrate the 38th Annual Francis Frontier Days over Labor Day Weekend! Our Celebration this year runs Friday, September 3rd – Monday, September 6th, and includes awesome activities such as:

- Rocky Mountain Professional Rodeo
- Sky Divers and Veterans Patriotic Tribute
- Free Live Bands and Community Entertainment
- Horse Games, Jr. Rodeo and Kids Scramble
- Movie in the Park
- Vendor Booths and Concessions

This great community celebration would not be possible without the generous support of our wonderful sponsors and community volunteers. We are thankful for and honored by your support of Francis Frontier Days. As a past sponsor or new sponsor, we would like to ask for your support of Francis Frontier Days. Please review the enclosed information regarding sponsorship levels. There are a variety of sponsorship opportunities available with options to fit any budget. Also, if you would like to be included as a sponsor in the Frontier Days program, your sponsorship money and promotional materials must be received before July 30, 2021. Act fast to secure your spot in our program!

Please contact the Francis City office with any questions.

Thank you for supporting our Frontier Days Celebration. We look forward to having your support and seeing you on Labor Day Weekend this year!

Sincerely,

Francis City Frontier Days Committee

Francis City – 2317 South Spring Hollow Road, Francis, Utah 84036
Phone 435-783-6236 – Fax 435-783-6186
Email: sgillet@francisutah.org or mandy.c@francisutah.org
Website: francisutah.org

Commented [KH1]: We'll need to update this for 2022. Will Jan write the letter?

38th Annual Francis Frontier Days Sponsorship Levels



Sponsor Level: Platinum \$2,500

14 Rodeo Tickets (Sat. or Mon.) w/ free meals!
Announcer Booth Banner
Park Banner
Full Page Ad in Program

Sponsor Level: Diamond \$1000

10 Rodeo Tickets (Sat. or Mon.) w/ free meals!
Chute Banner
Full Page Ad in Program

Commented [KH2]: There are only 6 chute banners and we had more than 6 diamond level sponsors in 2021. In 2022 we should add another sponsor level or change this to say, if available or first-come, first-served.

Sponsor Level: Gold \$750

6 Rodeo Tickets (Sat. or Mon.) w/ free meals!
Arena Banner
½ Page Ad in Program

Sponsor Level: Silver \$500

4 Rodeo Tickets (Sat. or Mon.) w/ free meals!
Arena Banner
¼ Page Ad in Program

Commented [KH3]: We need to add more information about what we're expecting to get for the ads. I added info in a separate word doc.

Sponsor Level: Copper \$250

2 Rodeo Tickets (Sat. or Mon.)
Banner in the park if Sponsor Provides One
Name in Program

Sponsor Level under \$250

Name in Program

Sponsors at the \$500 level or higher must email logos and/or ads to bames@francisutah.org no later than July 30th, 2021 to be included in the printed program!

Commented [KH4]: Let's have a Frontier Days joint account that we all have access to.

Commented [KH5]: Let's add this to the new page

Francis City – 2317 South Spring Hollow Road, Francis, Utah 84036
Phone 435-783-6236 – Fax 435-783-6186
Email: sgillett@francisutah.org or mandy.c@francisutah.org
Website: francisutah.org



38th Annual Francis Frontier Days
Sponsorship Agreement
September 2nd thru September 6th, 2021

Sponsorship Level & Event: _____ Date: _____

Rodeo Tickets Please Circle One: **Saturday September 4th** or **Monday September 6th**

Business Name: _____

Contact Name: _____

Street or P. O. Box Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Cell: () _____

E-Mail Address: _____

Amount Sponsored: \$ _____

Business Authorized Signature: _____

City Contact Signature: _____

Don't see the sponsor package that you are looking for? Contact Francis City Office and let us help develop a package tailored to fit your budget.

Thank you for your tax-deductible contribution.
Proceeds support Francis City Celebration and all Rodeo functions.

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Website: francisutah.org