

NOTICE AND AGENDA
SANTA CLARA CITY COUNCIL MEETING
Wednesday, September 11, 2024
Time: 5:00 P.M.
AGENDA

Public Notice is hereby given that the Santa Clara City Council will hold a Regular Meeting in the City Council Chambers, located at 2603 Santa Clara Drive, Santa Clara, Utah on Wednesday September 11, 2024 commencing at 5:00 PM. The meeting will be broadcast via You Tube linked on our website at <https://santaclarautah.gov>

1. **Call to Order:**

2. **Opening Ceremony:**

- Pledge of Allegiance: Christa Hinton
- Opening Comments: Steven King, The Church of Jesus Christ of Latter-Day Saints, St. George Interfaith Council.

3. **General Citizen Public Comment:**

4. **Conflicts and Disclosures:**

5. **Working Agenda:**

A. Public Hearing(s) 5:00 pm. (None)

B. Consent Agenda:

1. **Approval of Claims & Minutes:**
 - Aug. 28, 2024 City Council Regular Meeting
 - Claims through Sept. 11, 2024
2. **Calendar of Events:**
 - Sept. 18, 2024 City Council Work Meeting
 - Sept. 25, 2024 City Council Regular Meeting
 - Sept. 26-28, 2024 Swiss Days

C. General Business:

1. Award Bid for the New Shop at the City Yard. Presented by Dustin Mouritsen, Public Works Director.
2. Discussion and Potential Action to Proceed with Ladder Truck Proposal.. Presented by Lance Haynie, Government Affairs Director.

6. **Reports:**

- a. Mayor / Council Reports:

7. **Executive Session:**

8. **Adjournment:**

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodation during this meeting should notify the city no later than 24 hours in advance of the meeting by calling 435-673-6712. In accordance with State Statute and Council Policy, one or more Council Members may be connected via speakerphone or may by two-thirds vote to go into a closed meeting.

Zoom Meeting Participants: Participants on the Zoom call is limited to City Staff, Council Members, and applicants on the agenda. Email calendar invitations will be sent out in advance of the meeting. Instructions for each meeting will include the meeting ID, and password to join. When joining the meeting your screen name must show your full name. Each applicant will be accepted into the meeting when their item is up for discussion. Please contact Chris Shelley at (435)673-6712 Ext. 203 with any questions regarding public meetings.

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Santa Clara City limits on this 9th day of September 2024 at Santa Clara City Hall, on the City Hall Notice Board, at the Santa Clara Post Office, on the Utah State Public Notice Website, and on the City Website at <http://santaclarautah.gov>. The 2024 meeting schedule was also provided to the Spectrum on January 1, 2024.


Chris Shelley – City Recorder

**SANTA CLARA CITY COUNCIL MEETING
WEDNESDAY, AUGUST 28, 2024
MINUTES**

THE CITY COUNCIL FOR THE CITY OF SANTA CLARA, WASHINGTON COUNTY, UTAH, met for a Regular Meeting on Wednesday, August 28, 2024, at 5:00 p.m. in the City Council Chambers of the Town Hall at 2603 Santa Clara Drive, Santa Clara, Utah. The meeting was broadcast on the City website at <https://santaclarautah.gov>.

Mayor: Rick Rosenberg

Council Members: Janene Burton
Christa Hinton
Dave Pond
Ben Shakespeare
Jarett Waite

City Manager: Brock Jacobsen

Others Present: Selena Nez, Deputy City Recorder
Jim McNulty, Planning and Economic Development Manager
Dustin Mouritsen, Public Works Director
Kristelle Hendrickson, Executive Assistant
Gary Hall, Power Director
Ryan VonCannon, Parks and Trails Director
Jaron Studley, Police Chief

1. Call to Order.

Mayor Rick Rosenberg called the meeting to order at 5:00 p.m. and welcomed those present.

2. Opening Ceremony.

A. Pledge of Allegiance: Council Member Janene Burton

B. Opening Comments: Jill Doggery, New Promise Lutheran Church, St. George Interfaith Council

3. General Citizen Public Comment.

Sara Bostwich gave her address as 151 Jeter Drive and expressed concern about the state of headstones at the Santa Clara Cemetery. She left messages with the City but did not receive a return call. Her father-in-law went to City Hall to report the problem and was told that it was a mistake caused by changing the water source but there are no funds available to clean the headstones and there is nothing they can do. She understands that mistakes happen but believes the City should be accountable and correct the problem, perhaps by coming up with a plan to gather

volunteers. She finds the condition of the cemetery heartbreaking and disrespectful. It is a reflection of the City and holds a special place in many hearts, and the people who built Bluffdale are now being disrespected.

Ms. Bostwich and her husband spent hours the previous weekend with vinegar and elbow grease and were able to clean up their family headstones. Many who have loved ones buried in the cemetery are elderly and cannot go out in 100-degree weather to scrub their headstones. The damage takes hours of scrubbing to fix, and she does not believe there is an excuse for the City to not help clean up the headstones. The longer the sun bakes that iron into the headstones, the harder they will be to clean. Some people have hired professionals to clean their headstones and now cover them in black garbage bags and canvas to prevent this from happening again. She requested that the City take accountability, return the cemetery to the way it has always been, and promise that the problem with the water has been resolved and will never happen again. She stated that a jug of vinegar is not that costly, so they just need to organize the elbow grease that goes along with it. She also brought photographs of the cemetery for the Council's review.

Mayor Rosenberg asked Parks Director, Ryan VonCannon to address the stained headstones. Mr. VonCannon expressed his understanding of people's frustration and stated that there was not a mistake. If it was a mistake made with, for example, fertilizer, the City would do everything it had to do to make it right. They switched to irrigation water at the cemetery approximately four years previously, and this is the first time this has happened. The main irrigation line had to be shut off on the Saint George side, which required Santa Clara to also shut it off to prevent backflow. The high-pressure line had scaling inside the pipe which is the same color as the scaling on the headstones. When they turned it back on, the pressure knocked the scaling loose inside the pipe and sent it downstream. There is no way to filter it. The Parks Department has a potential solution for the next time they have to shut off the line: they will hook a fire hose up to the line and flush it out before it gets into the irrigation system.

Mr. VonCannon stated that he had made several calls to headstone cleaning companies when it happened. Kenworthy Monuments suggested some chemicals to try, which helped but did not bring the stones back to their original state. According to the professionals he consulted, you need a high-pressure washer with hot water, pumice stones, and possibly razor blades, and it will take 30 to 45 minutes to clean each headstone. The main problem with that is the cleaners have an acid in them that will kill the grass. He spoke with the sexton at Tonaquint Cemetery, who indicated that they had been dealing with the issue for years and stated that there is nothing they can do about it because they do not have the resources or time to clean each individual headstone. He also indicated that the cemetery in the center of Saint George is even worse. They discussed the options and realized that the time, money, and equipment makes cleaning them impractical. Mr. VonCannon stated that he understands that it is not the residents' fault, but it is also not the City's fault. These things happen with irrigation water because it is not as clean as culinary water.

Mayor Rosenberg indicated that Mrs. Rosenberg volunteers a lot of time taking care of the cemetery, so he has seen the condition of the headstones. The City Council then reviewed the photographs.

Ms. Bostwich stated that she felt more should be done because the cemetery looks horrible. Mayor Rosenberg thanked her for bringing it to the Council's attention and stated that they would try to find a way to rectify it. He prefers not to use culinary water for the cemetery's irrigation but that could be the long-term solution. An option would be to start a volunteer committee. He indicated that volunteers had been requested previously but normally only three people show up. He asked Ms. Bostwich to provide a list of volunteers and stated that they would help her organize it.

Mary Sevy gave her address as 1667 Santa Clara Drive and stated that the cemetery looks horrible and that the Council needs to see it. She knows that Mrs. Rosenberg has worked very hard on it. Her family has worked on her mother and father's headstones and others. She asked if inmates could be brought in to clean the headstones. Mayor Rosenberg stated that the inmates are not free labor; they must be paid as well.

Council Member Shakespeare stated that one of the columns on his house has the same issue. It does not come off easily, and they will likely need to paint the entire front of the home to correct the problem. He stated that the cemetery might need to go back to culinary water. Mayor Rosenberg stated that there should be a way to flush the line. Public Works Director, Dustin Mouritsen stated that they plan to isolate the valve and flush the line the next time it is shut down. The cemetery was the first connection, so that is where all the dirty water went. They now know how to rectify the problem and can do better moving forward.

Council Member Shakespeare stated that it will be a big project but he believes they can organize volunteers. It will take pressure washers and several hours for each headstone. He was concerned about liability as well if any headstones were damaged.

It was noted that the National Day of Service is Wednesday, September 11, 2024. Mayor Rosenberg stated that he suggested the cemetery to the committee that is working on it, but there was not a lot of interest in working at the cemetery.

Council Member Burton asked if the culinary water was turned off due to cost. Mayor Rosenberg stated that it was switched to irrigation water to conserve the culinary water. The City is encouraging citizens to make the conversion or cut back. He would like to find an alternate way to flush the line to prevent the problem, but if not then they may need to consider going back to culinary water. He agreed that it is an issue and indicated that Mrs. Rosenberg speaks to him about it when she comes home from the cemetery.

4. Conflicts and Disclosures.

Mayor Rosenberg disclosed that the firm he is employed by is the engineer of record on the projects in Item C2 and Item 3.

5. Working Agenda.

A. Public Hearing

i. None.

B. Consent Agenda.

i. Approval of Claims and Minutes:

- **August 14, 2024, City Council Regular Minutes**
- **Claims through August 28, 2024**

ii. Calendar of Events:

- **September 11, 2024, Regular City Council Meeting.**
- **September 18, 2024, City Council Work Meeting.**
- **September 25, 2024, Regular City Council Meeting.**

Council Member Hinton moved to APPROVE the Consent Agenda, as presented. Council Member Pond seconded the motion. Vote on motion: Council Member Waite-Yes, Council Member Pond-Yes, Council Member Hinton-Yes, Council Member Burton-Yes, Council Member Shakespeare-Yes. The motion passed unanimously.

C. General Business.

i. Discussion and Action to Consider Approval of the Single Event Liquor License for the Black Desert PGA Tournament. Presented by Jim McNulty, City Planner.

Planning and Economic Development Manager, Jim McNulty, presented the Staff Report and stated that PGA Tournament will be held October 7 through 13, 2024, approximately five weeks from the date of the meeting. Black Desert Events, LLC requested a Single Event Liquor License for the event. Staff requested that the City Council discuss the item and consider granting approval to allow consent to be given to the Alcoholic Beverage Control Commission as per State Code 32-B9-201. He indicated that Koko Head and John Coolbaugh from Black Desert Group were present to answer any questions.

Council Member Shakespeare moved to APPROVE the Single Event Liquor License for the Black Desert PGA Tournament, as presented. Council Member Waite seconded the motion. Vote on motion: Council Member Shakespeare-Yes, Council Member Burton-Yes, Council Member Hinton-Yes, Council Member Pond-Yes, Council Member Waite-Yes. The motion passed unanimously.

Mayor Rosenberg asked Police Chief, Jaron Studley, to introduce the new officers. Chief Studley reported that they hired three individuals for open positions. Chief Flowers resigned and they were finally able to fill that position. A new Bailiff position was approved by Santa Clara and Ivins City Councils. Officer Luke Jessup also resigned to take a position with the County that is closer to his home. Sergeant Bate was promoted to Supervisor.

Officer Alexander Blundell is a recent graduate of the Peace Officer Standards and Training Academy. He had the highest shooting score in the Academy and won the Top Shot Award. He is originally from Florida and has lived in Utah for a few years. This will be his first job in law enforcement, and he is grateful to be working alongside the officers at the Santa Clara/Ivins City Police Department and looks forward to serving the community.

Officer Henry Brown graduated from the same class as the other new officers. He is working with a Field Training Officer but hopes to be working on his own soon. He is originally from Saint George and is currently looking for a home in the Santa Clara/Ivins City area. He is happy to be working in the community.

Officer Carson Heath stated that it was his first day of employment. He was married the previous day in Las Vegas. He also just graduated from the Academy. He is very excited to serve the community and learn more about it.

Chief Studley stated that he is excited for these three young men to start serving the community under Sergeant Bate. Mayor Rosenberg thanked Chief Studley and the new officers for their service.

- ii. **Discussion and Action to Consider Approval of a Proposed PDC Zone Amendment and Site Plan for the Undeveloped Property located South of Lamy's Restaurant, and Southeast of the Dialysis Center (currently under construction), with Frontage Off Lava Flow Drive. The Applicant, Austin Anderson, Proposes to Develop the Site to Include Twelve (12) Mancave Units (each approximately 1,000 square feet in size) for Individuals to Purchase and Store Vehicles, Motorcycles/ATVs, Boats, RVs, and Other Items. The Subject Property is 1.07 Acres in Size and Part of the Lofts Commercial Subdivision. Presented by Jim McNulty, City Planner.**

Mr. McNulty presented the Staff Report and stated that the property was subdivided approximately one year previously. The dialysis center on Lot 1 of the Lots Commercial Subdivision is under construction by the applicant. The application was for Lot 2, which is just over one acre. There will be two points of ingress and egress off Lava Flow Drive, one to the north which will be shared with the dialysis center and Lamy's Restaurant, and one to the south that is primarily for access to this site.

The Site Plan includes 45 parking spaces, 24 covered and 21 uncovered, plus guest parking, which exceeds the 12 covered and 12 uncovered spaces required by City Code. The property has 20-foot driveways. Because the property is in the Planned Development Commercial ("PDC") Zone, it is required to have a 20-foot front setback. The side setback is 10 feet from the property line. The rear setback adjacent to Lava Flow Drive is required to be 20 feet. A landscape buffer is also required along the roadway. There will be a five-foot sidewalk and 10-foot planter strip, as well as approximately 10 additional feet on the other side of the planter and wall.

The materials board was reviewed by the Council. The proposed building materials include a medium brown or beige stucco color, a rustic red brick stone veneer, bronze metal awnings and window treatments, cable supports, garage doors with windows, and a dark grey concrete tile roof. It will be a stick-frame construction with wood-truss ceilings. The building height is approximately 25.6 feet to the top of the parapet. The PDC Zone allows a height of up to 35 feet, so it is in compliance. Mr. McNulty stated that he believes it is a nice look that will blend in with the neighborhood. Heritage Pointe is to the east of the subject property, and the colors and materials will be similar to those townhomes. The dialysis center also has similar materials. The area to the west is industrial. The proposed fencing includes three feet of block and three feet of wrought iron, which is similar to the fencing at Heritage Pointe.

The project landscaping was completed by CSLA, which has created many landscaping plans in Santa Clara, including the dialysis center and Country Lane Commons. Staff believed the preliminary plan conformed with Water Efficiency Ordinance 17.92 but would examine it more closely when the final landscaping plan was submitted for approval.

Regarding lighting, City Code requires that lighting not adversely impact surrounding residential uses and that all lighting shall be shielded and directed downward to avoid light spill. The applicant intends to use complaint wall lighting on each building. There will not be light poles in the parking area.

No project signage had been submitted for review and consideration. It was Staff's understanding that there would be no signage but, if requested in the future, the application would be reviewed by the Planning Commission. The developer will be required to obtain a will-serve letter from the Washington County Water Conservancy District ("WCWCD") and submit a Dust Control Plan prior to obtaining a Building Permit.

A public Planning Commission hearing was held on August 8, 2024, and notices were sent to all property owners within 300 feet of the property. Signs were also posted on the property. Some residents attended the meeting, but none spoke on the item. City Staff determined that all State Code requirements had been met. The General Plan designates the area Main Street Commercial, and the proposed use meets that designation. The Planning Commission forwarded a positive recommendation to the City Council for the item, and City Staff recommended that the Council consider approving the PDC Zone Amendment and Site Plan subject to the conditions outlined in the Staff Report.

Council Member Waite asked if someone could use the space for commercial use. Mr. McNulty indicated that would be a conditional use and a separate review would be acquired. It was being approved for storage and hobbyist uses only. The units will be for sale, so the owner would be submitting a subdivision plat to allow for separate ownership of each unit.

In response to a question from Council Member Shakespeare, Mr. McNulty confirmed that the north entrance on the site plan is the existing entrance that will be shared with nearby businesses.

Council Member Hinton asked if living space is intended for the units. Mr. McNulty stated it does not include any living space. Each unit will have a restroom with a toilet and sink.

Applicant, Austin Anderson stated that they worked closely with Staff on the Site Plan. The theme was originally more industrial, but Staff felt that it needed to be changed. Mr. Anderson believed the current plan fits well with the area. If the application was approved, an HOA would be put in place with the subdivision plat, and the Covenants, Conditions, and Restrictions ("CC&R") would prohibit businesses or living in the units.

Council Member Shakespeare asked about the slope on the site. Mr. Anderson confirmed that they are working with the neighbor and there will be two six-foot retaining walls on the south side. Mr. McNulty added that they will be terraced. The engineers for both projects are with Rosenberg Associates, so they have been coordinating that design.

Council Member Waite expressed his appreciation for the Staff's work on the appearance of the units. He believes they will blend well.

Council Member Shakespeare moved to APPROVE the PDC Zone Amendment and Site Plan for the Undeveloped Property located South of Lamy's Restaurant, and Southeast of the Dialysis Center, with Frontage Off Lava Flow Drive, subject to the following conditions:

- 1. That the applicant be required to comply with the recommendations from all City reviewing departments.**
- 2. That the applicant be required to install site improvements which meet City Standards.**
- 3. That the project be built according to the approved Site Plan. That this includes, but is not limited to, all items listed in the Staff Report.**
- 4. That the building design & materials include a medium brown/beige stucco color, stone veneer (rustic red brick) facade, with metal awnings, window treatments (bronze), cable supports, garage doors, and a dark grey concrete tile roof. That the building construction includes a stick frame with a wood truss ceiling. That the building height be allowed at 25.6 feet as per the plans. That all mechanical equipment be located on the ground with appropriate screening if not located inside each unit.**
- 5. That the final landscape and irrigation plans be required to comply with Ordinance 24-02 (Water Efficient Landscaping & Conservation Standards). That the street frontage along Lava Flow Drive be landscaped as per City Code requirements. That the total landscaped area be approved at approximately 34% of the site.**
- 6. That all building lighting use indirect, hooded light sources, and be shielded and directed downward to avoid light spill.**

7. That 45 parking spaces (24 covered, 21 uncovered) be provided for the project. This includes two (2) covered parking spaces per unit, with one (1) uncovered space per unit, and nine (9) spaces within the interior of the project.
8. That project fencing be allowed along Lava Flow Drive and around each unit/building for privacy. This includes a six-foot fence that is half CMU and half wrought iron.
9. That individual garbage/recycling service be allowed for this project. That all containers associated with these services be stored indoors.
10. That any future project signage be required to comply with the Sign Code and come back to the Planning Commission for approval as per the PDC Zone.
11. That the applicant be required to obtain a will-serve letter or other verified documentation from the Washington County Water Conservancy District prior to obtaining a building permit.
12. That the applicant submit a Dust Control Plan for the site prior to obtaining a Building Permit.

Council Member Burton seconded the motion. Vote on motion: Council Member Shakespeare-Yes, Council Member Burton-Yes, Council Member Hinton-Yes, Council Member Pond-Yes, Council Member Waite-Yes. The motion passed unanimously.

- iii. Discussion and Action to Consider a Proposed Property Rezoning and Amended Site Plan for the property located at 3063 Santa Clara Drive (Parcel #SC-1360B, described as 0.23 acres). The Applicant, Brian McMullin, Proposes to Rezone the Property from the Historic District Overlay Zone to the Historic District Mixed Use, HC/MU Zone to Allow a Commercial/Retail Use of Property for a Children's Clothing Store and Approve Ordinance 2024-14. Presented by Jim McNulty, City Planner.

Mr. McNulty presented the Staff Report and stated that this was the first project that had been through the application process since adoption of the updated Historic District Design Guidelines. The subject property is located at the corner of Chapel Street and Santa Clara Drive. The applicant proposed to update the property and open the Mimi & Coco Kids children's clothing store at the location. It will be run by Mr. McMullin's wife, Stephanie Webb, who has retail experience with other stores. The property was zoned Single Family Historic District, and rezoning to Historic District Mixed Use was required. An updated Site Plan was also up for consideration to meet the City's new development standards.

The Heritage Commission reviewed the application on June 20, 2024, and tabled the matter to give the applicant time to make changes to the Site Plan. They reviewed it again on July 18, 2024, after which they granted approval of the proposed building design.

Access will be at the rear of the building. The private driveway is 25 feet wide at Chapel Street and tapers down to 22 feet behind the five parking spaces. Pedestrian access will be available from Santa Clara Drive to the north and Chapel Street to the east. The building's footprint will not change. Appropriate landscaping will be installed along both street frontages to promote walkability and pedestrian uses in the area. An ADA ramp will be installed on the east side of the building. There will be five parking spaces, which exceeds the four spaces required by City Code. A proposed 650-square-foot short-term rental is included in the Site Plan, but construction will not occur for approximately one year. A separate review and approval process will be required for that structure.

Mr. McNulty presented materials samples for Council review. The existing home is a period Cottage-style home that was constructed in the early 1930s. The applicant intends to embrace the Craftsman style, including horizontal Hardie Board siding and new Dutch-style doors. There will be new doors, windows, trim, and pillars, as well as an awning that will incorporate the company's orange and white brand colors. The Hardie Board will be light on the bottom and darker on top. The window treatments and doors will be cream white, with a bronze metal band above the main display window. The applicant will install historically appropriate lighting on the building. There will be no parking lot lighting.

The landscaping plan will be reviewed at the appropriate time to ensure that it complies with City Code. They are proposing to plant a Sycamore tree along the Santa Clara Drive frontage as promoted by the Historic District Design Guidelines, and Mr. VonCannon will review and approve the placement of the tree. The area in front of the retail building will be open. To the west, in front of the future short-term rental, a three-foot white picket fence is proposed to match the fence at the Relief Society. The HVAC system, two garbage cans, and recycle bin will be screened by a fence and not visible from Chapel Street.

The Planning Commission held a public hearing on August 8, 2024. Notices were sent to property owners within 300 feet of the subject property, and the property was posted per State requirements. A few residents attended the public hearing. The owner of a duplex south of the property asked if there would be a curb between the properties, and the Site Plan includes that curbing. No other questions were asked. The General Plan designates the area as Neighborhood Commercial and the proposed retail clothing store meets that description. Staff determined that all State Code requirements were met. The Planning Commission forwarded a positive recommendation, and City Staff recommended that the City Council consider approving the property rezoning and amended Site Plan for a children's clothing store subject to the conditions and findings listed in the Staff Report.

In response to a request from Council Member Shakespeare, Mr. McNulty explained the process that would be required for the future short-term rental. He indicated that an ADU requires the owner to live on the property, and the proposed short-term rental would be a conditional use. The owner is asking that the property be rezoned to Historic District Mixed Use, which will allow the short-term rental. It will require both a Conditional Use Permit and Site Plan approval. The application will be reviewed by the Heritage Commission, Planning Commission, and City Council. The parking shown on the current Site Plan includes one space for the future short-term rental.

Council Member Burton asked if four parking spaces are enough for the retail store. Mr. McNulty stated that City Code requires one parking space per 250 square feet of retail area. There will be three regular and one ADA parking space. The retail area is approximately 1,200 square feet, so only four spaces are required. The owner has indicated that their experience with their other retail stores is that only one or two customers come in at a time. Based on their business plan, Staff believes four parking spaces are adequate. Some street parking is also available on Santa Clara Drive and Chapel Street.

Applicant's representative, Christian McMullin stated that Brian McMullin could not be present due to the death of his father. Council Member Shakespeare asked for Mr. McMullin's input on the new Historic District Design Guidelines and the overall process. Mr. McMullin stated that the Heritage Commission was great to work with. Everyone was on the same page and wanted the building to look nice. They felt the requirements were reasonable. The process only took two-and-a-half months, which pleased the applicant.

Council Member Burton expressed the Council's condolences for McMullins' loss. Mr. McMullin stated that his grandfather was 98 and lived a good life. Mayor Rosenberg stated that he worked with him for 30 years and that he was a great guy.

Council Member Hinton stated that the business is exactly what they have wanted in the Historic District. She believes it was helpful to have the new guidelines in place, and she was glad to see them come to fruition.

Council Member Shakespeare referred to the proposed planters and fencing and stated that it checks a lot of the boxes that they have asked for in the downtown area.

Council Member Hinton asked if the tearoom would be commercial. Mr. McMullin stated that it will be used for children's tea parties on the weekends.

Council Member Burton moved to APPROVE the Rezoning and Amended Site Plan for the property located at 3063 Santa Clara Drive (Parcel #SC-1360B, described as 0.23 acres) as presented, and Approve Ordinance 2024-14, subject to the following:

Conditions of Approval:

- 1. That the applicant be required to comply with the recommendations from all City reviewing departments.**
- 2. That the applicant be required to install site improvements which meet City standards.**
- 3. That the project be built according to the approved Site Plan. That this includes but is not limited to all items listed in the Staff Report.**

4. That the “Craftsman Style” building design be allowed as approved by the Heritage Commission.
5. That the exterior revisions, building materials and colors, as approved by the Heritage Commission, be allowed.
6. That a minimum of 4 parking spaces (including 1 required ADA space) be provided for the site as per Chapter 17.32 of city code and the Historic District Design Guidelines.
7. That the final landscape plan be required to comply with City Ordinance #24-02 (Water Efficient Landscaping & Conservation Standards). That a Sycamore Tree be required along the Santa Clara Drive property frontage as per the Landscape Plan. That the applicant be required to coordinate Sycamore Tree placement with the City Parks Director as per the Historic District Design Guidelines.
8. That outdoor lighting shall not visually dominate the site or intrude on adjacent property. All lighting shall be shielded and directed downward. The fixture design shall comply with the Historic District Design Guidelines and Heritage Commission approval.
9. That a three-foot white picket fence be allowed along the west half of Santa Clara Drive as indicated on the Site Plan.
10. That all project signage complies with Chapter 17.45 of City Code. That the future signage be reviewed and approved by the Heritage Commission as per the Historic District Design Guidelines.
11. That the HVAC system and garbage collection be located behind the building adjacent to the parking lot. That this area be screened with a four-foot wood fence.
12. That the applicant be required to work with the Building Official to be compliant with all Building Code requirements.

Findings:

1. That the Rezoning is compliant with the Santa Clara City General Plan, Mixed-Use Land Uses (Neighborhood Center, NC).
2. That other properties in the immediate vicinity (north and west) of the site are zoned Historic District Overlay/Mixed Use.
3. That the proposed use of the property is a permitted use within the Historic District Overlay/Mixed Use Zone.

Council Member Hinton seconded the motion. Vote on motion: Council Member Waite-Yes, Council Member Pond-Yes, Council Member Hinton-Yes, Council Member Burton-Yes, Council Member Shakespeare-Yes. The motion passed unanimously.

iv. Discussion and Action to Consider a Donation Request for National Day of Service. Presented by Brock Jacobsen, City Manager.

City Manager, Brock Jacobsen, reported that multiple groups had reached out to the City for National Day of Service projects within the community. Sleep in Heavenly Peace, a 501(c)(3) corporation, requested a donation of \$2,500 for materials to build bunk beds.

Bart Smith was present representing the organization. Mr. Smith stated that the request was to build bunk beds for children in the local community who are currently sleeping on the floor. The bunk beds will be built at Spence Gunn Park on Saturday, September 7, 2024. Breakfast will be at 7:00 a.m., after which volunteers will build the beds. Some school packets will also be put together at the event. It is open to the public. They expect to be finished by 1:00 p.m. Sleep in Heavenly Peace is also working with the City to redo the fence at the Relief Society building.

In response to a question from Council Member Hinton, Mr. Smith indicated that 14 sets of bunk beds, or 28 beds, will be built. They expect all beds to be used within the community, which surprised him. Council Member Hinton stated that there are usually far more families in need than people are aware of, and she agreed that the number was alarming.

Mr. Jacobsen confirmed that the funds were available in the donation account.

Council Member Hinton moved to APPROVE the Donation of \$2,500 to Sleep in Heavenly Peace, as presented. Council Member Waite seconded the motion. Vote on motion: Council Member Waite-Yes, Council Member Pond-Yes, Council Member Burton-Yes, Council Member Hinton-Yes, Council Member Shakespeare-Yes. The motion passed unanimously.

6. Reports.

A. Mayor/Council Reports.

Council Member Shakespeare reported on the following:

- He attended the recent UAMPS meeting. They provided great information, and it is always good to be part of it. He appreciated the time and effort Power Director, Gary Hall put into it.

Council Member Burton reported on the following:

- She also attended and enjoyed the UAMPS meeting and thanked Mr. Hall for his efforts in putting it together. Speaker Aron Ralston was very good.

- She thanked Mr. Jacobsen, Mr. Mouritsen, and other staff members who helped put together the seed display for Hurricane's Peach Days. The display looks great. She will need someone to pick it up as she will be out of town.
- There is a new pageant director, Riley Embley, who is a past Washington County Queen. They planned to meet the following Monday.

Council Member Hinton reported on the following:

- She also attended the UAMPS meeting and thanked Mr. Hall for making all the arrangements.
- She asked that the City's social media policy be forwarded to her for review.
- She attended the Utah League of Cities and Towns ("ULCT") Legislative Policy Committee ("LPC") meeting. They sent out a survey about Justice Court reforms, which she would forward to all Council Members. Work is continuing in the Utah League of Cities and Towns subgroups on housing and affordability. A lot of people are working on the issue. The Mayors Panel that Mayor Rosenberg participated in was also discussed at the meeting.
- At the LPC meeting, they also brought up the recent Supreme Court decision and the resulting legislative emergency session. The League received a request to file an amicus brief, which they declined.
- The League wanted cities to know that the Ballot Propositions and Political Activities of Public Entities Act is in place. You are not supposed to use public resources for political purposes such as bonds and ballot propositions. They will be distributing a white paper on the matter, which she will forward when available.

Council Member Waite reported on the following:

- He attended Celeste Maloy's town hall meeting at Dixie Tech and thought she did a great job and answered a lot of hard questions. He is glad she is representing the City.
- He attended the Recreation, Arts and Parks ("RAP") tax meeting at the Children's Museum, which was spearheaded by Ivins City.
 - With the help of the Kayenta Art Foundation, they created a toolkit with graphics for cities to use. They also offered access to the original Canva art files. The tagline is "Let's RAP Again."
 - They created yard signs that are the same size as political signs. One will show a theater, a dancer, and something related to sports to show all the things that the RAP tax supports.
 - Saint George put out a YouTube video the previous year about what the RAP tax supports, which he suggested sharing on social media.
 - They are hoping that different groups will coordinate with the Kayenta Art Foundation and do a bulk order so the information can be disseminated across the county to support the RAP tax. It barely passed when it was last put before the citizens, so organizations are worried that the funding could disappear.
 - They asked for Cities to promote the tax at any big community days, put signs up in city parks, or perhaps have a float or booth at Swiss Days.

- He sent an email to Mr. Ence asking if it is okay for the City to promote the RAP tax, and Mr. Ence informed him that it is. Washington County employees cannot promote it because the tax is administered by the County.
- He recommended buying signs and asking residents to put them in their yards.
- Heidi Lee with Shakespeare in the Park shared that they are entirely funded by the RAP tax and are unsure if they could raise sufficient funds without the tax.
- The tax is 0.1%, or \$0.01 per every \$10 in sales tax, excluding food and certain other items.
- He knows that the Council has approved a lot of great projects using RAP tax funds and he is in favor of reauthorizing it, but he believes they should decide as a City how they want to support it.

Mayor Rosenberg asked Mr. VonCannon to compile a list of projects the Parks Department has been able to complete using the RAP tax dollars. He suggested the City do a pamphlet and perhaps a video to educate citizens on the ways the RAP tax has helped Santa Clara, including the trails and BMX track. He agreed that something should be made up for Swiss Days.

Mr. Ence stated that it is not a problem to promote the RAP tax by posting signs on City property. His concern was about political neutrality. If they post signs in favor of the RAP tax and someone wants to post a sign against the tax, they may not be able to prevent them. Mayor Rosenberg indicated that he did not believe they should say that the City supports the RAP tax, but instead provide a list of projects that the RAP tax has funded and let citizens draw their own conclusions. Mr. Ence stated that the City could also provide signs for citizens to display in their yards.

Council Member Waite stated that Ms. Lee is hoping to have a Shakespeare in the Park float in the parade, and they would be happy to add signs to the float.

Mayor Rosenberg stated that they should also reach out to the Historical Society because they have received a lot in RAP tax funds for educational programs. Tuacahn will also support it. Residents should know how the funds have been spent.

Mayor Rosenberg reported on the following:

- He also attended the UAMPS meeting and believes it was very well done. He believes the water issue is being handled much better than the power issue. Power transmission and the inability to get new generation will limit growth in Washington County. A key quote he took from the meeting is, "If we do our job well, it impacts the average family and not just a group of shareholders." He believes that is the key to public power: it impacts families within the community, not just somebody's balance sheet.
- The WCWCD Regional Water Supply Agreement Administrative Committee met earlier that day. They will be bringing a reuse water agreement to the Council in October that they would like approved by all member cities in the fall so they can

apply for federal grants. Based on projections, the cost will be approximately \$4 per 1,000 gallons, which is slightly lower than the cost of Lake Powell pipeline water. They have updated population projections. Updates were done in 2022 that were significantly higher, but growth has slowed, and the population is now back on track with the 2017 numbers. They also discussed limitations on ornamental water features, which the Mayor believes is something the City Council may want to consider incorporating into the Landscape Ordinance. Ivins City has put it in place, so it would be worth reviewing their ordinance. The town of Leeds requested to join the regional water supply agreement. Virgin, Utah also recently requested to join, and was voted in as soon as all required agreements are in place.

- The Flood Control Authority met earlier that day. They are preparing next year's budget. If anyone is aware of significant drainage issues, he asked that they speak to him or Mr. Mouritsen so they can determine if it is eligible for funding.
- The Mosquito Abatement Authority anticipates more mosquitos as the weather cools, including the one that carries all diseases. He reminded everyone to be careful about mosquitos.
- Three names have been submitted for the open Planning Commission position. Josh Westbrook is one. Planning Commission members also presented Blake Frey and Mark Hendrickson. Mr. Hendrickson is a previous Commission chair who would like to get involved again. Mayor Rosenberg knows all three candidates and believes any of them are qualified for the position. With the Council's consent, he will follow up with them regarding interest and availability.
- At the Black Desert coordination meeting, it was announced that they are picking up traffic signal materials and will begin installing poles within the next two weeks. Mr. Mouritsen stated that two of the bases are completed on the north side. Once the south side is paved, those will be installed, and then they will start putting the material in. They are slightly behind due to utility conflicts.
- There was some flood damage during the previous week's storms. Laub Pond was very full after the storms, but it had already drained, so it performed as expected. Flood waters also damaged the Pioneer crossing of the Tuacahn Wash. The Master Plan includes a project to replace the small pipes with large culverts, and the engineering study is included in the current budget year. He suggested accelerating it and investigating potential funding sources for the \$2 million project.

Council Member Hinton asked if the water issue was ongoing at the cemetery. She stated that she heard from a resident who said that he is covering his son's headstone with a black garbage bag nightly. Mr. VonCannon stated that it appears to have all been flushed out. It took approximately two weeks to flush. Council Member Burton asked if it would be worth considering going back to culinary water. Mayor Rosenberg stated that they should consider that option if the mitigation plan does not work. Mr. Mouritsen stated that he was confident it will work if they install a bypass to clear the line before they turn the main valve on in the cemetery. Santa Clara shuts the valves off for Saint George City, so they will be aware of it and can turn the bypass on before opening the main valve.

In response to a question from Mayor Rosenberg, Mr. Mouritsen stated that they should be able to flush the lines into Graveyard once that is operational. He also indicated that they have the same

issue with culinary water. When a large pipeline is shut down, it always pulls the scaling off the inside of the pipe, and they have to open hydrants all over town to get rid of it. There are no hydrants on secondary lines, so they will need to install something similar to remove the debris. There are no blowoffs on the existing irrigation lines, which has been an ongoing problem. A lot of water is lost when making repairs because there are no bypasses, and the valves are very far apart. Mayor Rosenberg stated that he would bring the issue up with the WCWCD.

Council Member Shakespeare mentioned that there are some irrigation hydrants in new developments and asked if those could be used. Mr. Mouritsen stated that it would depend on the location of the break. He believes the practical solution would be a four-inch standpipe with a small gate valve that a fire hose can be connected to, which is more economical than a hydrant.

Public Works Director, Dustin Mouritsen, reported on the following:

- The sidewalk on Vineyard Drive will be installed soon. Their main goal was to have the asphalt in prior to Swiss Days, which was accomplished. The residents have been good to work with. The project has gone very smoothly and will be completed by the expected date, after which they will begin work at East Victor Street.

City Manager, Brock Jacobsen, reported on the following:

- The ULCT Convention is to take place next week.
- Regarding Council Member Hinton's comment about the emergency legislative session, at the hearing James Peters, who runs the Administrative Office of the Courts, was asked about the cost of going to magistrate court. He told them it would cost \$45 million dollars, which is an annual, ongoing cost. Mr. Jacobsen believes there is a misconception, even among legislators, that the magistrate court would generate revenue for municipalities, but it will not. The best hope is to break even.
- He attended the Transient Room Tax ("TRT") discussion at the legislature the previous Wednesday. They are seeing some issues with how TRT funds are spent. The language is ambiguous and being interpreted differently by different entities. Grand County was audited in how they spent their TRT. There is no mechanism to audit how the funds are being spent, so there was some question about whether there should be an annual audit. Currently, audits are on a case-by-case basis.

7. Executive Session.

There was no Executive Session.

8. Adjournment.

Council Member Hinton moved to ADJOURN. Council Member Shakespeare seconded the motion. The motion passed with the unanimous consent of the Council.

The City Council Meeting adjourned at 6:42 p.m.

Chris Shelley
City Recorder

Approved: _____

DRAFT

**City of Santa Clara
Check Register
All Bank Accounts - 08/27/2024 to 08/27/2024**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
BENJAMIN FRANKLIN HANDY MA	71410	80920241	08/27/2024	08/27/2024	887.75	INSTALL BATHROOM FANS - EXTERIOR DOOR F	104230-260 - BUILDING MAINTENAN	
CHILD SUPPORT SERVICES	71411	C000873789	08/22/2024	08/27/2024	206.77	CASEY-C000873789 PAY PERIOD END 9/21/24	102595-000 - GARNISMENTS PAYABL	
CITY OF ST. GEORGE - MISC	71412	14657	08/27/2024	08/27/2024	280.16	SOUTHWEST UTAH STORMWATER COALITION -	545410-415 - STORM DRAIN CLEANI	
KS STATE BANK	71413	63093-08-2024	08/10/2024	08/27/2024	12,421.00	CAT ROLLERS & TAHOE / GOVT CONTRACT	104130-825 - LEASE PAYMENTS	
KS STATE BANK	71413	63093-08-2024	08/10/2024	08/27/2024	8,486.00	CAT ROLLERS & TAHOE / GOVT CONTRACT	104410-825 - LEASE PAYMENTS	
KS STATE BANK	71413	63093-08-2024	08/10/2024	08/27/2024	8,486.00	CAT ROLLERS & TAHOE / GOVT CONTRACT	515110-825 - LEASE PAYMENTS	
					\$29,393.00			
MOTOROLA	71414	8281950717	08/27/2024	08/27/2024	9,426.30	PORTABLE LINES - MODEL 2.5 - ACCOUNT #101	104230-740 - CAPITAL EQUIPMENT	
NEW WAVE CONSTRUCTION	71415	Refund: 2003452	08/27/2024	08/27/2024	243.14	Refund: 2003452 - NEW WAVE CONSTRUCTION	531311-000 - ACCOUNTS RECEIVABL	
PILOT THOMAS LOGISTICS, LLC	71416	0968079-IN	08/27/2024	08/27/2024	3,449.15	BULK OIL FOR GENERATORS 1 & 2	535310-630 - O & M GENERATORS	
ST. GEORGE CLARA FIELD CANAL	71417	293	08/27/2024	08/27/2024	1,405.00	ASSESSMENT	515110-751 - SECONDARY WATER	
SUNRISE ENGINEERING, INC.	71418	0145444	08/27/2024	08/27/2024	2,841.00	TRANSPORTATION FEE STUDY	104410-320 - ENGINEERING SERVIC	
SUNRISE ENGINEERING, INC.	71418	144620	08/27/2024	08/27/2024	684.00	TRANSPORTATION FEE STUDY	104410-320 - ENGINEERING SERVIC	
SUNRISE ENGINEERING, INC.	71418	0145443	08/27/2024	08/27/2024	540.00	CLARA CROSSING & PHASE 1A & 1B	104652-320 - ENGINEERING	
SUNRISE ENGINEERING, INC.	71418	0145444	08/27/2024	08/27/2024	387.50	SANTA CLARA MISC ON CALL ENGINEERING	515110-320 - ENGINEERING SERVIC	
SUNRISE ENGINEERING, INC.	71418	0145452	08/27/2024	08/27/2024	480.00	SANTA CLARA CITY WATER RIGHTS 2023	515110-320 - ENGINEERING SERVIC	
SUNRISE ENGINEERING, INC.	71418	144620	08/27/2024	08/27/2024	594.00	SANTA CLARA MISC ON CALL ENGINEERING	515110-320 - ENGINEERING SERVIC	
SUNRISE ENGINEERING, INC.	71418	0145444	08/27/2024	08/27/2024	1,910.50	SEWER MANAGEMENT PLAN	525210-320 - ENGINEERING SERVIC	
SUNRISE ENGINEERING, INC.	71418	0145444	08/27/2024	08/27/2024	552.00	WASTEWATER MASTER PLAN AMENDMENT 202	525210-320 - ENGINEERING SERVIC	
SUNRISE ENGINEERING, INC.	71418	144620	08/27/2024	08/27/2024	60.00	SEWER MANAGEMENT PLAN	525210-320 - ENGINEERING SERVIC	
SUNRISE ENGINEERING, INC.	71418	144620	08/27/2024	08/27/2024	1,687.50	WASTE WATER MSTR PLAN AMENDMENT 2024	525210-320 - ENGINEERING SERVIC	
SUNRISE ENGINEERING, INC.	71418	0145447	08/27/2024	08/27/2024	320.00	SC STORM WATER MASTER PLAN UPDATE INC.	545410-320 - ENGINEERING SERVIC	
					\$10,056.50			
TAYLOR BUILT HOMES	71419	Refund: 2003541	08/27/2024	08/27/2024	190.16	Refund: 2003541 - TAYLOR BUILT HOMES	531311-000 - ACCOUNTS RECEIVABL	
TECHNOLOGY NET COMPANY, LL	71420	4783	08/27/2024	08/27/2024	400.00	TECHNET SUBSCRIPTION RENEWAL	104130-210 - SUBSCRIPTIONS & ME	
WASHINGTON COUNTY SOLID WA	71421	168836	08/27/2024	08/27/2024	13,932.40	3046 UNITS-GARBAGE @ 13.15 & 2279 BLUCAN	103445-000 - RECYCLING CHARGE	
WASHINGTON COUNTY SOLID WA	71421	168836	08/27/2024	08/27/2024	40,107.50	3046 UNITS-GARBAGE @ 13.15 & 2279 BLUCAN	104430-311 - SOLID WASTE DISPOS	
					\$54,039.90			
WESTERN UNITED ELECTRIC SU	71422	6121152	08/27/2024	08/27/2024	12,883.75	3PHASE TRANSFORMER FOR COYOTE CLUBH	535310-254 - NEW SUBDIVISION EXP	
IVINS CITY	ACH	776327	06/30/2024	08/27/2024	7,755.00	POLICE RADIOS	104220-450 - POLICE - SCI	
					\$130,616.58			

Mayor
Rick Rosenberg

City Manager
Brock Jacobsen



City Council
Janene Burton
Christa Hinton
Dave Pond
Ben Shakespeare
Jarett Waite

Meeting Date: 9/11/24

Agenda Item: 1

Applicant: Santa Clara City

Requested by: Dustin Mouritsen

Subject: Award Bid for New Shop Building

Description:

Discussion and action to consider approval of the low bid for a new shop building at the City yard to Feller Enterprises for the amount of \$ 383,747.40 and the dirt work for the amount of \$12,270.00 for a total of \$396,017.40 for both.

This has been approved in the 2024-2025 fiscal year budget and is Impact Fee eligible funded by the Public Works Department and the Power Department.

Proposed Action: Approval

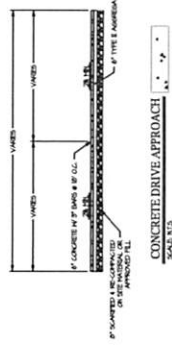
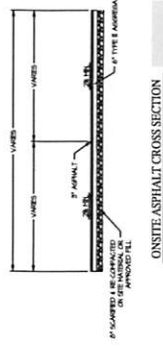
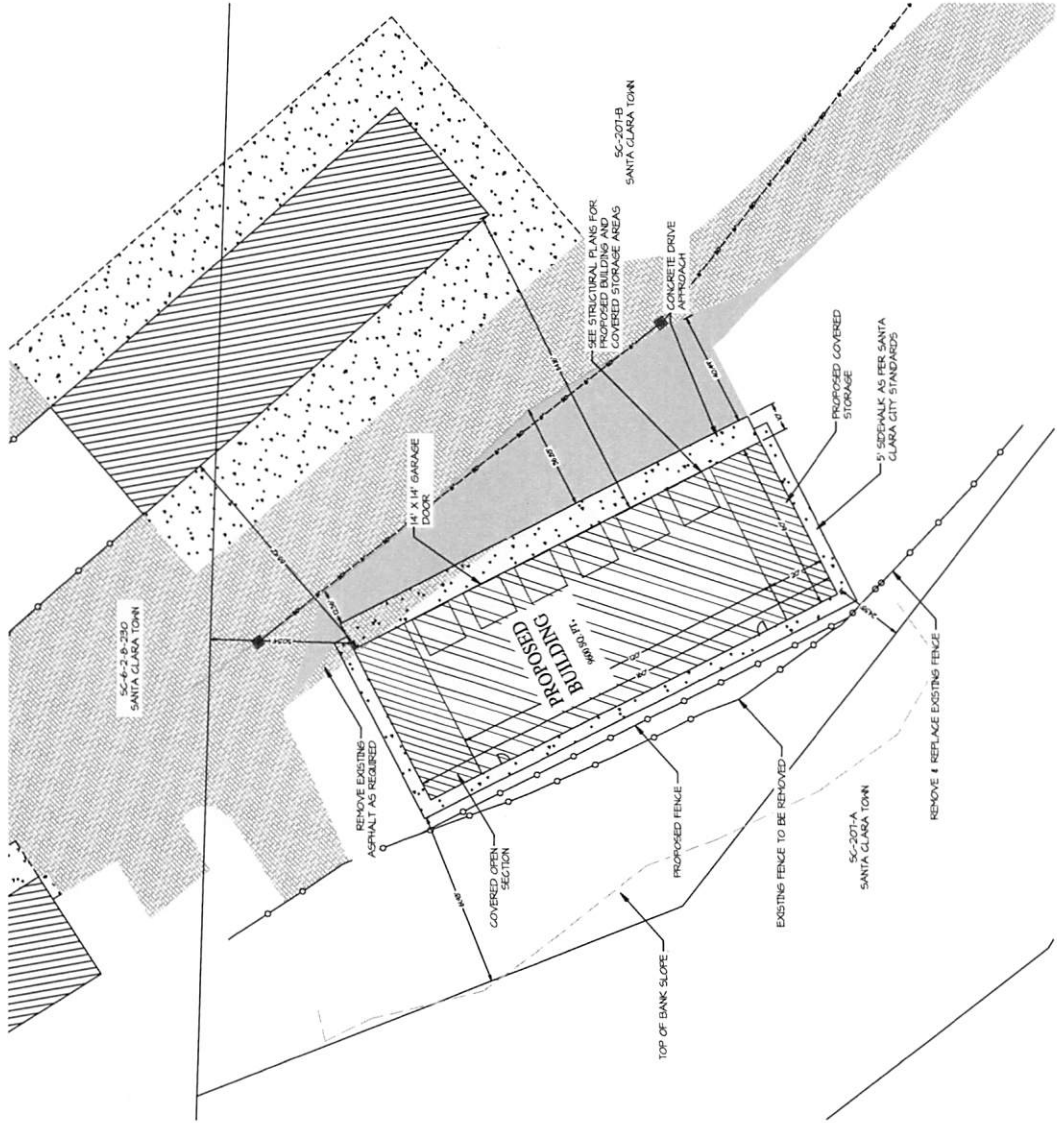
Cost: \$396,017.40

Legal Approval: N/A

Finance Approval: Yes

Budget Approval: Yes

SANTA CLARA MAINTENANCE BUILDING



PROJECT ENGINEER
THE ENGINEER FOR THIS PROJECT IS:
ROSENBERG ASSOCIATES
302 EAST JARED BLVD., SUITE 100
ST. GEORGE, UTAH 84790 (435) 875-6046

GEOTECHNICAL ENGINEER
THE ENGINEER FOR THIS PROJECT IS:
CONTACT: DAVE BLAKE, P.E.
302 EAST JARED BLVD., SUITE 100
ST. GEORGE, UTAH 84790 (435) 875-6046



Know what's below.
Call before you dig.

DATE	6-27-24
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DRAWN BY	JAB
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SCALE	

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS

111 East Second Street, Suite A2
St. George, Utah 84790
PH: 435-875-6046 FAX: 435-875-6047
WWW.ROSENBERG-UTAH.COM

SITE PLAN
FOR
SANTA CLARA MAINTENANCE BUILDING
SANTA CLARA
UT

2.0
SHEET
2 OF 6 SHEETS



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1. ALL EXCAVATIONS AND GRADING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MISSOURI DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAY CONSTRUCTION, STANDARD SPECIFICATIONS FOR GRADING, EXCAVATION AND EARTHWORK CONSTRUCTION, LATEST EDITIONS, AND THE SPECIFICATIONS AND REQUIREMENTS INCLUDED IN THE CONTRACT. A FIELD STUDY PREPARED BY GTS, 5001 SOUTH 2701 EAST, DATE 8, 51, GEORGE, URBAN PLANNING.
2. THE CONTRACTOR SHALL PROVIDE SUITABLE EQUIPMENT TO CONTROL DUST AND AS WELL AS PROVIDE SUITABLE AND DIRT CONTAINMENT TO MAINTAIN THE WORK SITE, ACCESS ROADSWAYS AND ADJACENT PROPERTIES IN A CLEAN CONDITION.
3. ALL EXPOSED STRUCTURAL FILL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO DELIVERY TO THE SITE. ALL STRUCTURAL FILL SHALL BE PLACED IN 8" MAX. HORIZONTAL LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF MAXIMUM UNIT WEIGHT.

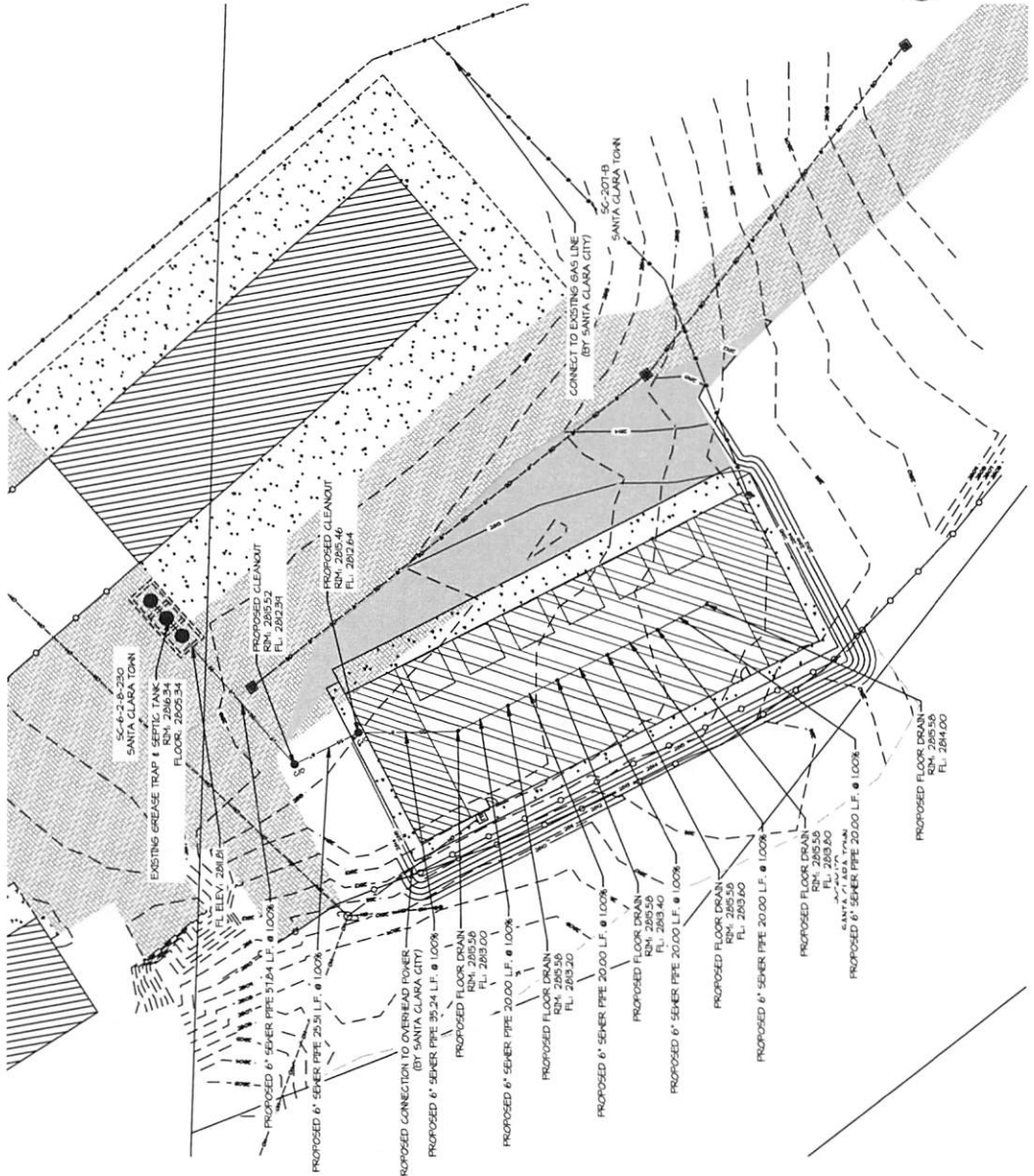
PROJECT ENGINEER
THE ENGINEER FOR THIS PROJECT IS:
ROZENDEN ASSOCIATES
CONTACT: JARED BATES, P.E.
352 EAST RIVERSIDE DRIVE, SUITE A2
ST. GEORGE, UTAH 84790 (435) 675-6566

GEOTECHNICAL ENGINEER
THE ENGINEER FOR THIS PROJECT IS:
ROZENDEN ASSOCIATES
CONTACT: DAVE BLACK, P.E.
352 EAST RIVERSIDE DRIVE, SUITE A2
ST. GEORGE, UTAH 84790 (435) 675-6566

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2000-2001

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PROPOSED 4" SHIELD LINE	EXISTING 4" SHIELD PIPE	EXISTING 6" DRAIN PIPE	EXISTING OVERHEAD POWER	EXISTING OVERHEAD POWER	EXISTING 6V-90A-100A-150A-200A-250A-300A-350A-400A-450A-500A-550A-600A-650A-700A-750A-800A-850A-900A-950A-1000A-1050A-1100A-1150A-1200A-1250A-1300A-1350A-1400A-1450A-1500A-1550A-1600A-1650A-1700A-1750A-1800A-1850A-1900A-1950A-2000A-2050A-2100A-2150A-2200A-2250A-2300A-2350A-2400A-2450A-2500A-2550A-2600A-2650A-2700A-2750A-2800A-2850A-2900A-2950A-3000A-3050A-3100A-3150A-3200A-3250A-3300A-3350A-3400A-3450A-3500A-3550A-3600A-3650A-3700A-3750A-3800A-3850A-3900A-3950A-4000A-4050A-4100A-4150A-4200A-4250A-4300A-4350A-4400A-4450A-4500A-4550A-4600A-4650A-4700A-4750A-4800A-4850A-4900A-4950A-5000A-5050A-5100A-5150A-5200A-5250A-5300A-5350A-5400A-5450A-5500A-5550A-5600A-5650A-5700A-5750A-5800A-5850A-5900A-5950A-6000A-6050A-6100A-6150A-6200A-6250A-6300A-6350A-6400A-6450A-6500A-6550A-6600A-6650A-6700A-6750A-6800A-6850A-6900A-6950A-7000A-7050A-7100A-7150A-7200A-7250A-7300A-7350A-7400A-7450A-7500A-7550A-7600A-7650A-7700A-7750A-7800A-7850A-7900A-7950A-8000A-8050A-8100A-8150A-8200A-8250A-8300A-8350A-8400A-8450A-8500A-8550A-8600A-8650A-8700A-8750A-8800A-8850A-8900A-8950A-9000A-9050A-9100A-9150A-9200A-9250A-9300A-9350A-9400A-9450A-9500A-9550A-9600A-9650A-9700A-9750A-9800A-9850A-9900A-9950A-10000A-10050A-10100A-10150A-10200A-10250A-10300A-10350A-10400A-10450A-10500A-10550A-10600A-10650A-10700A-10750A-10800A-10850A-10900A-10950A-11000A-11050A-11100A-11150A-11200A-11250A-11300A-11350A-11400A-11450A-11500A-11550A-11600A-11650A-11700A-11750A-11800A-11850A-11900A-11950A-12000A-12050A-12100A-12150A-12200A-12250A-12300A-12350A-12400A-12450A-12500A-12550A-12600A-12650A-12700A-12750A-12800A-12850A-12900A-12950A-13000A-13050A-13100A-13150A-13200A-13250A-13300A-13350A-13400A-13450A-13500A-13550A-13600A-13650A-13700A-13750A-13800A-13850A-13900A-13950A-14000A-14050A-14100A-14150A-14200A-14250A-14300A-14350A-14400A-14450A-14500A-14550A-14600A-14650A-14700A-14750A-14800A-14850A-14900A-14950A-15000A-15050A-15100A-15150A-15200A-15250A-15300A-15350A-15400A-15450A-15500A-15550A-15600A-15650A-15700A-15750A-15800A-15850A-15900A-15950A-16000A-16050A-16100A-16150A-16200A-16250A-16300A-16350A-16400A-16450A-16500A-16550A-16600A-16650A-16700A-16750A-16800A-16850A-16900A-16950A-17000A-17050A-17100A-17150A-17200A-17250A-17300A-17350A-17400A-17450A-17500A-17550A-17600A-17650A-17700A-17750A-17800A-17850A-17900A-17950A-18000A-18050A-18100A-18150A-18200A-18250A-18300A-18350A-18400A-18450A-18500A-18550A-18600A-18650A-18700A-18750A-18800A-18850A-18900A-18950A-19000A-19050A-19100A-19150A-19200A-19250A-19300A-19350A-19400A-19450A-19500A-19550A-19600A-19650A-19700A-19750A-19800A-19850A-19900A-19950A-20000A-20050A-20100A-20150A-20200A-20250A-20300A-20350A-20400A-20450A-20500A-20550A-20600A-20650A-20700A-20750A-20800A-20850A-20900A-20950A-21000A-21050A-21100A-21150A-21200A-21250A-21300A-21350A-21400A-21450A-21500A-21550A-21600A-21650A-21700A-21750A-21800A-21850A-21900A-21950A-22000A-22050A-22100A-22150A-22200A-22250A-22300A-22350A-22400A-22450A-22500A-22550A-22600A-22650A-22700A-22750A-22800A-22850A-22900A-22950A-23000A-23050A-23100A-23150A-23200A-23250A-23300A-23350A-23400A-23450A-23500A-23550A-23600A-23650A-23700A-23750A-23800A-23850A-23900A-23950A-24000A-24050A-24100A-24150A-24200A-24250A-24300A-24350A-24400A-24450A-24500A-24550A-24600A-24650A-24700A-24750A-24800A-24850A-24900A-24950A-25000A-25050A-25100A-25150A-25200A-25250A-25300A-25350A-25400A-25450A-25500A-25550A-25600A-25650A-25700A-25750A-25800A-25850A-25900A-25950A-26000A-26050A-26100A-26150A-26200A-26250A-26300A-26350A-26400A-26450A-26500A-26550A-26600A-26650A-26700A-26750A-26800A-26850A-26900A-26950A-27000A-27050A-27100A-27150A-27200A-27250A-27300A-27350A-27400A-27450A-27500A-27550A-27600A-27650A-27700A-27750A-27800A-27850A-27900A-27950A-28000A-28050A-2810	

POWER
SANTA CLARA CITY POWER DEPT.
2603 SANTA CLARA DRIVE
SANTA CLARA, CA 95050
(408) 473-8172

WATER
SANTA CLARA CITY WATER SERVICE
2603 SANTA CLARA DRIVE
SANTA CLARA, CA 95050
(408) 473-8172

SEWER
SANTA CLARA CITY PUBLIC WORKS
2603 SANTA CLARA DRIVE
SANTA CLARA, CA 95050
(408) 473-8172

TELEPHONE
CENTURY LINK COMMUNICATIONS
546 N. 1400 E. (TRALEVO)
SANTA CLARA, CA 95050
(408) 473-4641 EXT. 8170

NATURAL GAS
ECONOMY ENERGY
150 E. 350 N.
SANTA CLARA, CA 95050
(408) 674-4466

CATV SERVICE
TDS TELECOM
811 WEST 100 SOUTH
ST. GEORGE, UTAH 84701
(435) 674-4466

PROJECT ENGINEER
 THE ENGINEER FOR THIS PROJECT IS:
 ROZENDEN ASSOCIATES
 CONTACT: JARED BATES, P.E.
 392 EAST RYNDERS DRIVE, SUITE A2
 ST. GEORGE, UTAH 84790 (435) 675-6566

GEOTECHNICAL ENGINEER
 THE ENGINEER FOR THIS PROJECT IS:
 ROZENDEN ASSOCIATES
 CONTACT: DAVE BLACK, P.E.
 392 EAST RYNDERS DRIVE, SUITE A2
 ST. GEORGE, UTAH 84790 (435) 675-6566

Know what's below
Call before you dig

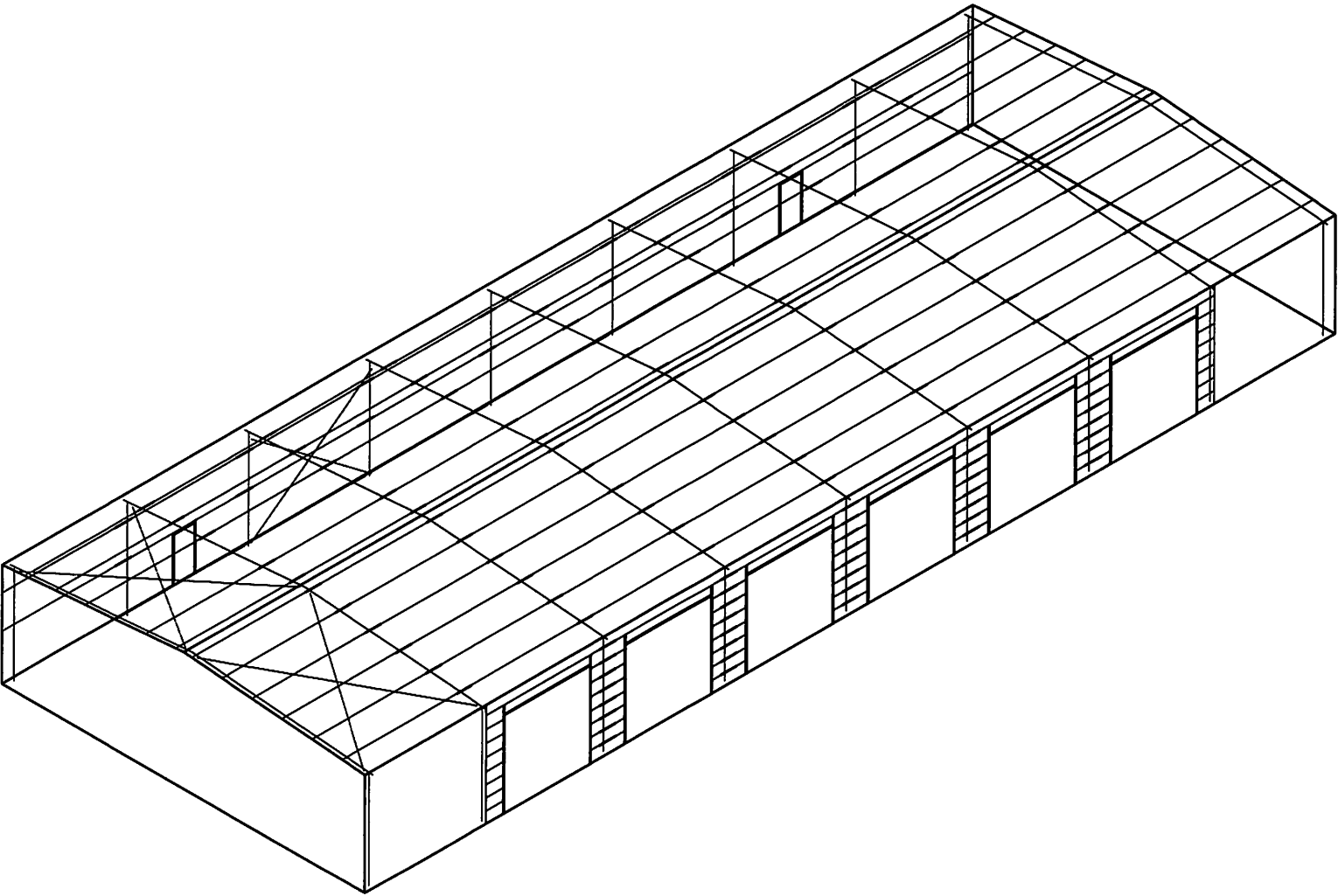
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SANTA CLARA CITY STANDARD DETAIL DRAWINGS	
ROADWAY DETAIL DRAWINGS (SERIES 100)	DRAWING NUMBER
STANDARD CURB & GUTTER DETAIL	100
CONCRETE CURB & GUTTER (R&D & PR&U)	101
DRIVEWAY CURB (TYPE 1800-1) DETAILS	102
DRIVEWAY APRON DETAILS	103
STANDARD SIDEWALK DETAILS	104
HANDICAP RAMP DETAILS	105
STANDARD CONCRETE JOINT DETAILS	106
10' TRAIL SECTION	107
STANDARD ROAD CROPS SECTIONS	108
ROADWAY DETAILS 30' WIDE ACCESS	109
RESIDENTIAL ACCESS - A	110
STANDARD 6" CROPS GUTTER	111
DRIVEWAY ACCESS DETAILS WITHOUT GARDENS	112
DRIVEWAY WITHOUT GARDENS (50' & 60' RIGHT OF WAY)	113
CLASS II STANDARD MONUMENT DETAILS	114
CLASS II MONUMENT	115
TRENCH BACKFILL AND REPAIR DETAIL	116
MANHOLES & VALVE BOXES CONCRETE COLLAR	117
CONCRETE WATER VALVE COLLAR	118
CONCRETE MANHOLE COLLAR	119
CONCRETE REGISTRATION VALVE COLLAR	120
DRAINAGE & SEWER DETAIL DRAWINGS (SERIES 200)	
CURB INLET SINGLE CATCH BASIN BOX (PAGE 1)	200A
CURB INLET DOUBLE CATCH BASIN BOX (PAGE 2)	200B
CURB INLET SINGLE CATCH BASIN FRAME (PAGE 3)	200C
CURB INLET DOUBLE CATCH BASIN FRAME (PAGE 4)	200D
STANDARD CATCH BASIN GRATE - BICYCLE SAFE	201
SM SOLID LID DETAILS	202
SEWER MANHOLE STRUCTURE (PAGE 1)	203
SEWER MANHOLE STRUCTURE (PAGE 2)	204
TEMPORARY ON-SITE DRAINAGE RETENTION BERM FOR UNIMPROVED SUBDIVISION LOTS	205
STANDARD MANHOLE DETAILS	206
JUNCTION & DROP MANHOLE DETAILS	207
MANHOLE FRAME & COVER DETAILS	208
SEWER CLEANOUT COVER DETAIL	209
TYPICAL RESIDENTIAL SEWER CONNECTION DETAILS	210
PVZ SERVICE CONNECTION EXISTING PVC SEWER MAIN	211
PVZ SERVICE CONNECTION NEW PVC SEWER MAIN	212
SIGNAGE DETAIL DRAWINGS (SERIES 400)	
STANDARD STREET SIGN	400
PRIVATE STREET SIGN	401
BASIN DESTINATION SIGN	402
BASIN POST AND INSTALLATION DETAILS	403
BASIN POST AND MOUNTING DETAILS	404
TYPICAL SIGN PLACEMENT DETAILS	405

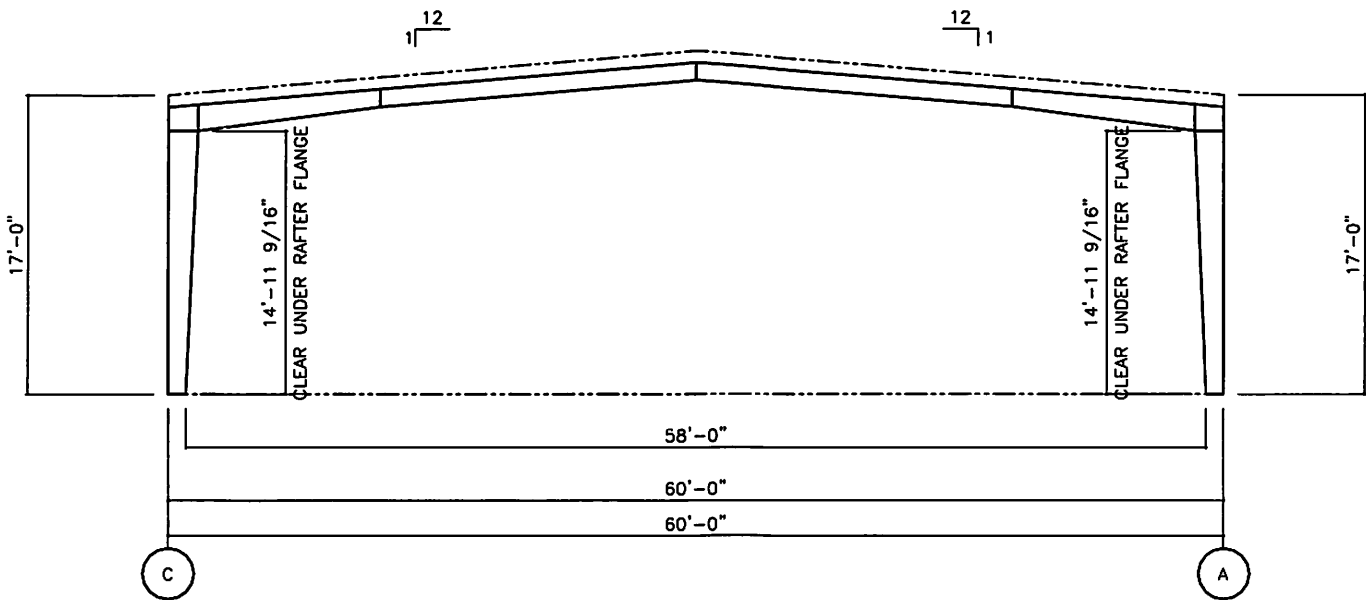
* DENOTES DETAILS USED FOR THIS PROJECT

- [illegible]





FALCON BUILDINGS, LLC
WASHINGTON, UT



MAIN - FRAME @ LINE(S) 1,9

*ALL CLEAR DIMENSIONS ARE SUBJECT TO CHANGE AT TIME OF FINAL DESIGN,
UNLESS NOTED OTHERWISE IN THE SPECIAL USER NOTES SECTION.



PROJECT NAME:
SANTA CLARA PUBLIC WORKS
SANTA CLARA, UT

CUSTOMER NAME:
FALCON BUILDINGS, LLC

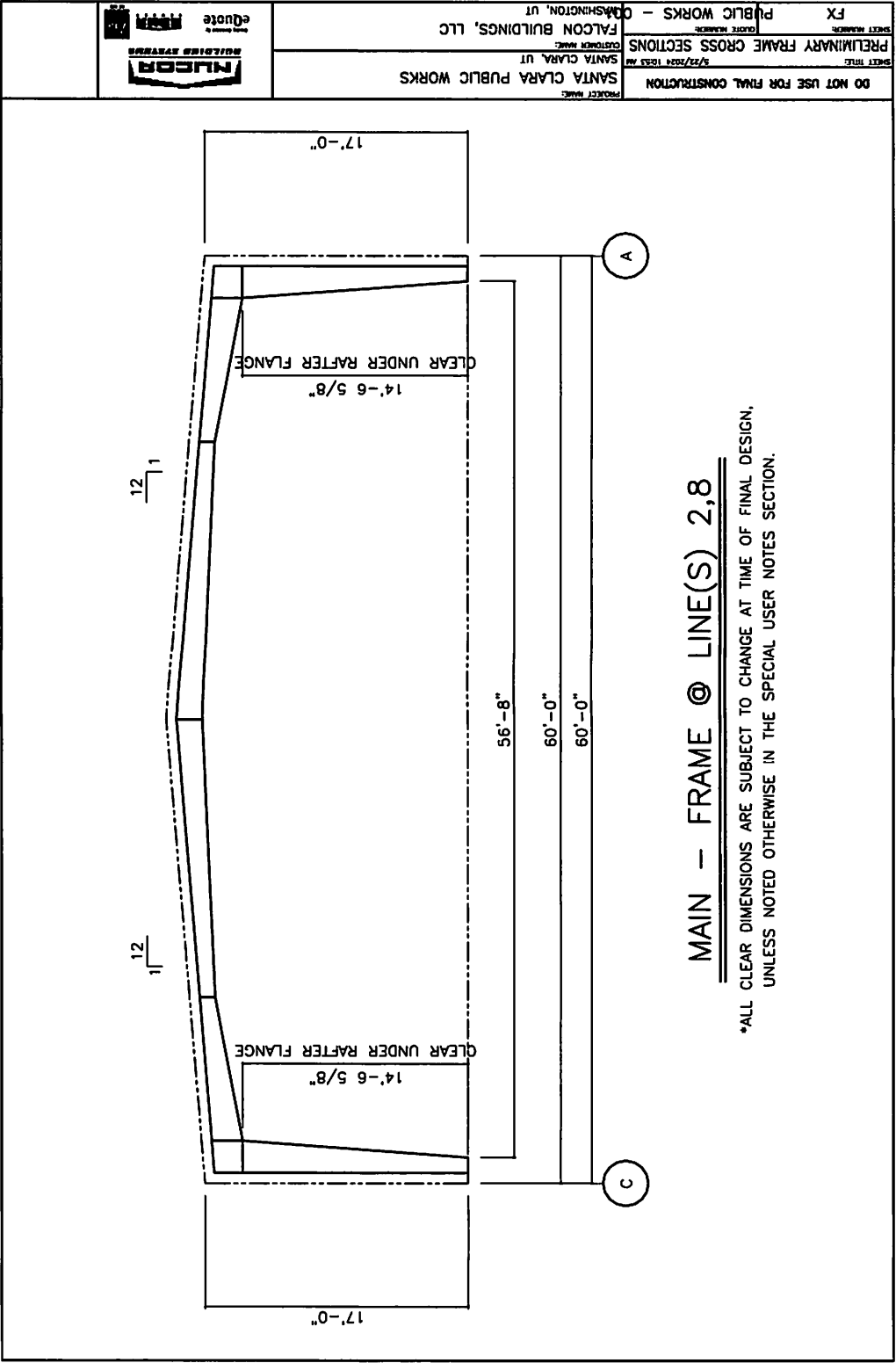
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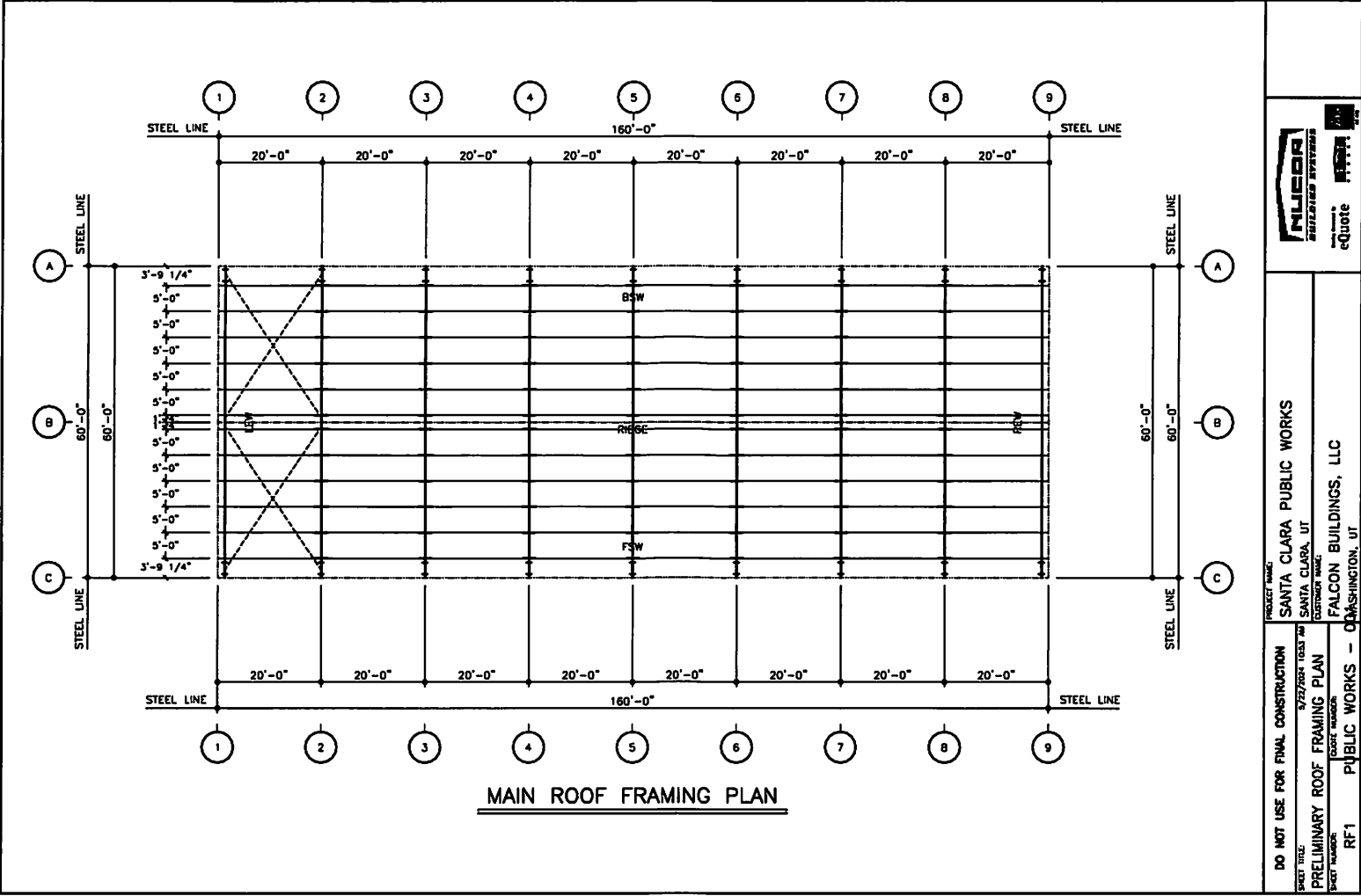
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DO NOT USE FOR FINAL CONSTRUCTION

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PRELIMINARY FRAME CROSS SECTIONS

SHEET NUMBER:
7/10

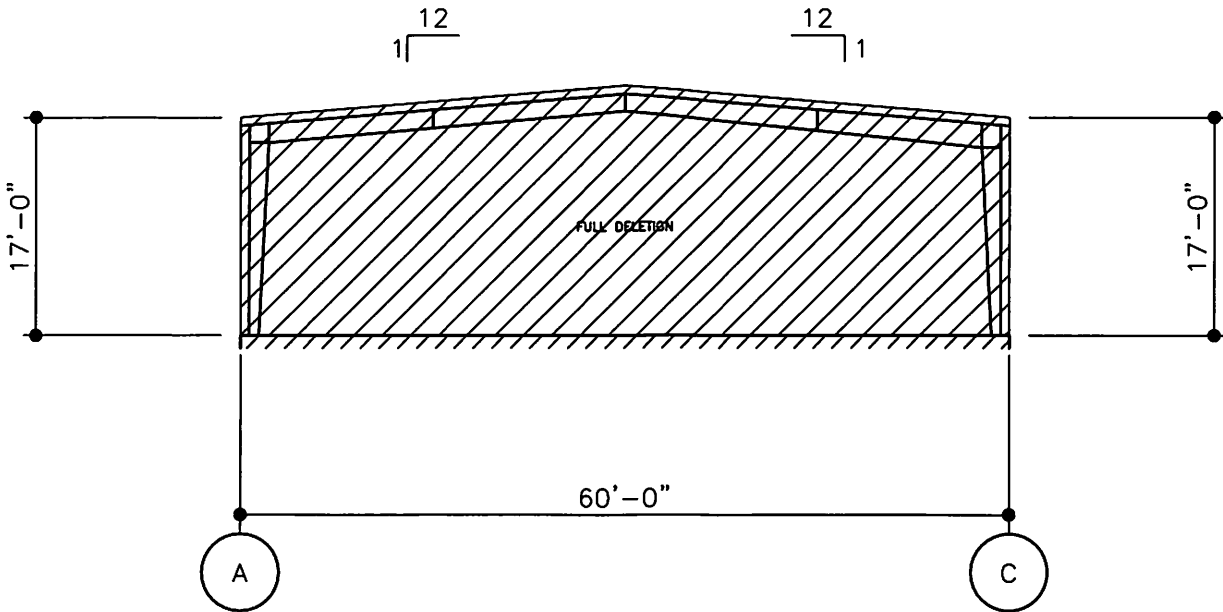




PROJECT NAME: SANTA CLARA PUBLIC WORKS SANTA CLARA, UT	
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SHEET NUMBER: RF1	CUSTOMER NAME: FALCON BUILDINGS, LLC WASHINGTON, UT

KEY PLAN

MAIN



ELEVATION AT LINE 1



PROJECT NAME:
SANTA CLARA PUBLIC WORKS
SANTA CLARA, UT

DO NOT USE FOR FINAL CONSTRUCTION
SHEET TITLE:
PRELIMINARY STRUCTURAL ELEVATIONS
SHEET NUMBER:
ST5

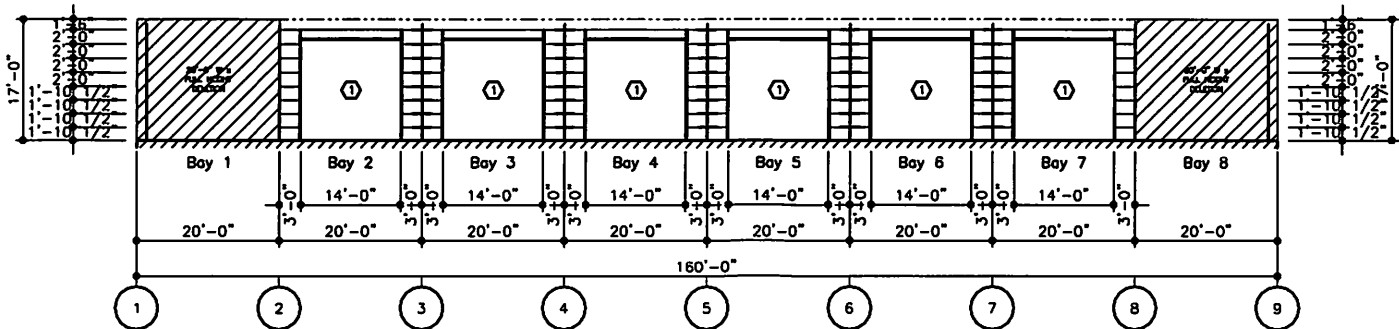
CUSTOMER NAME:
FALCON BUILDINGS, LLC
PROJECT NUMBER:
PUBLIC WORKS - CASHINGTON, UT

KEY PLAN

MAIN

FRAMED OPENING SCHEDULE

QTY	WIDTH	HEIGHT	SILL HEIGHT	LOCATED	
1	6	14'-0"	14'-0"	0'-0"	FACTORY



ELEVATION AT LINE C



PROJECT NAME
SANTA CLARA PUBLIC WORKS

SANTA CLARA, UT

DO NOT USE FOR FINAL CONSTRUCTION

SHEET TITLE
PRELIMINARY STRUCTURAL ELEVATIONS

SHEET NUMBER
ST6

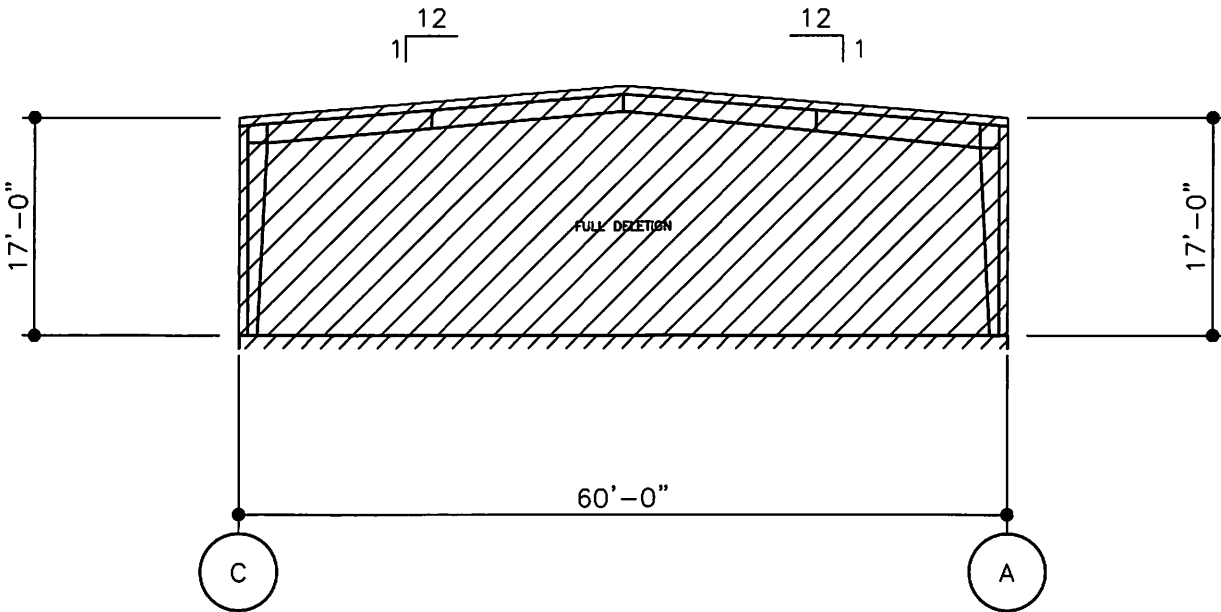
DATE
5/27/2024 10:51 AM

CUSTOMER NAME
FALCON BUILDINGS, LLC

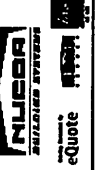
PROJECT NUMBER
PUBLIC WORKS - WASHINGTON, UT

KEY PLAN

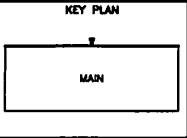
MAIN



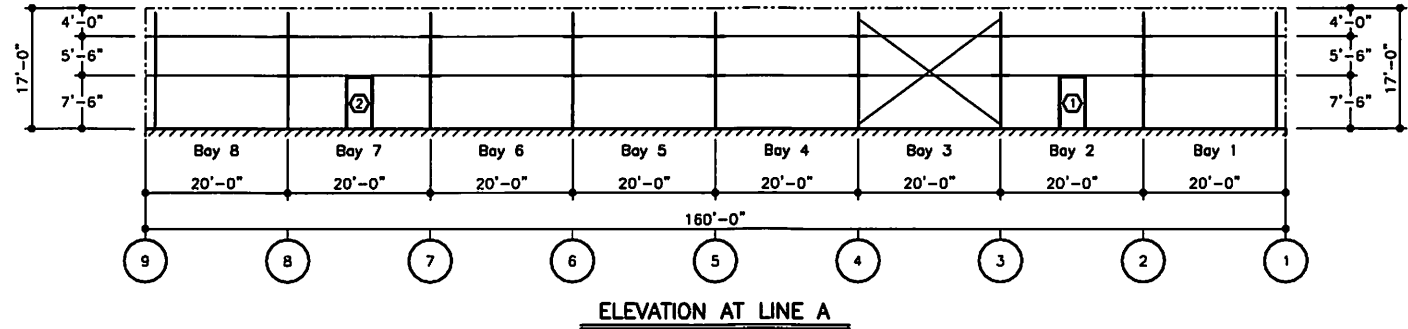
ELEVATION AT LINE 9



DO NOT USE FOR FINAL CONSTRUCTION
SHEET TITLE: PRELIMINARY STRUCTURAL ELEVATIONS
SHEET NUMBER: ST7
PROJECT NAME: SANTA CLARA PUBLIC WORKS
SANTA CLARA, UT
CUSTOMER NAME: FALCON BUILDINGS, LLC
PROJECT ADDRESS: WASHINGTON, UT



FRAMED OPENING SCHEDULE				
NO.	QTY	WIDTH	HEIGHT	SILL HEIGHT LOCATED
1	1	3'-4"	7'-2"	0'-0" FIELD
2	1	3'-4"	7'-2"	0'-0" FIELD



PROJECT NAME:
SANTA CLARA PUBLIC WORKS
SANTA CLARA, UT
PARTNER NAME:
FALCON BUILDINGS, LLC
WASHINGTON, UT

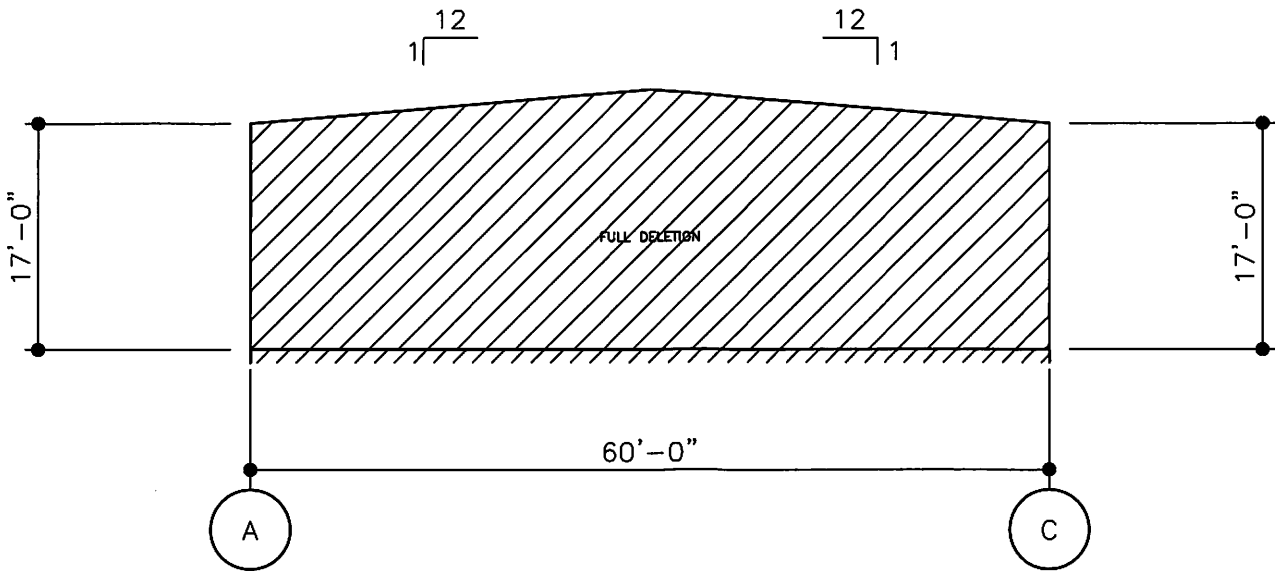
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PRELIMINARY STRUCTURAL ELEVATIONS
SHEET NUMBER:
ST8

DATE:
5/22/2024 10:43 AM

PROJECT NUMBER:
PUBLIC WORKS -

KEY PLAN

MAIN



WALL SHEETING ELEVATION AT LINE 1

PANELS: 26 GA. R-PANEL - SANDSTONE (SP)



PROJECT NAME:
SANTA CLARA PUBLIC WORKS
SANTA CLARA, UT
CUSTOMER NAME:
FALCON BUILDINGS, LLC
WASHINGTON, UT

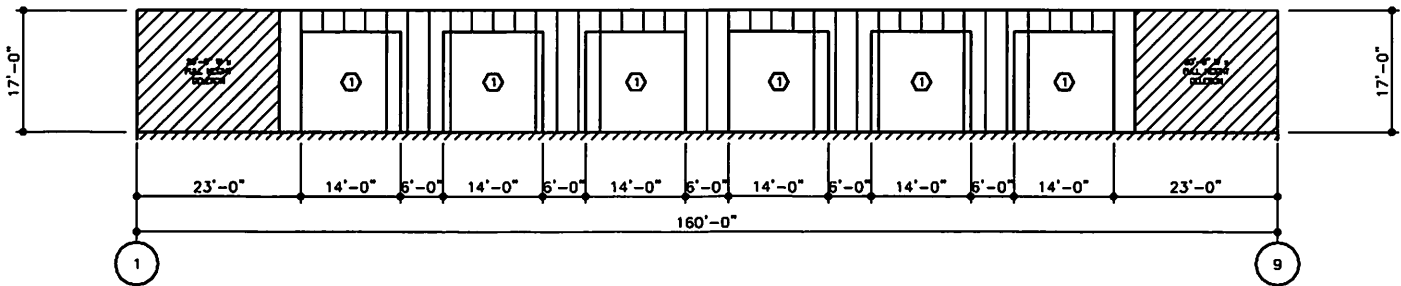
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SHEET TITLE:
PRELIMINARY SHEETING ELEVATIONS
SHEET NUMBER:
WSS
DATE: 8/27/2024
TIME: 10:51 AM

KEY PLAN

MAIN

FRAMED OPENING SCHEDULE

NO.	QTY	WIDTH	HEIGHT	SILL HEIGHT	LOCATED
1	6	14'-0"	14'-0"	0'-0"	FACTORY



WALL SHEETING ELEVATION AT LINE C

PANELS: 26 GA. R-PANEL - SANDSTONE (SP)



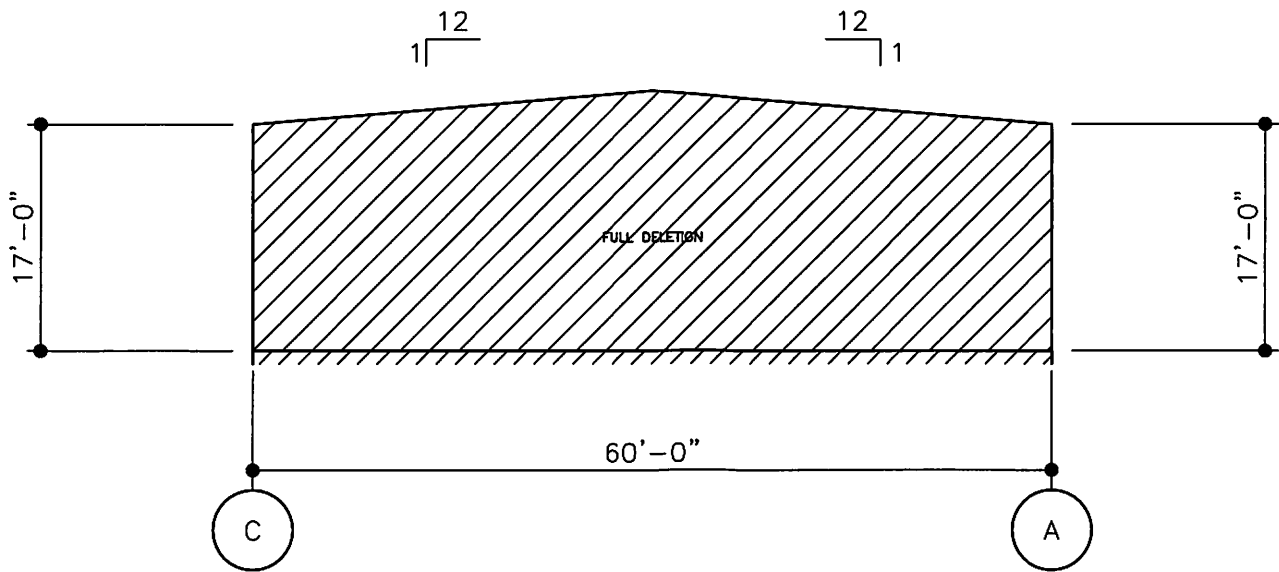
PROJECT NAME:
SANTA CLARA PUBLIC WORKS
SANTA CLARA, UT

DO NOT USE FOR FINAL CONSTRUCTION
SHEET TITLE:
PRELIMINARY SHEETING ELEVATIONS
SHEET NUMBER:
WS6

DATE: 5/27/2024 10:53 AM
CUSTOMER NAME:
FALCON BUILDINGS, LLC
PROJECT NUMBER:
PUBLIC WORKS - WASHINGTON, UT

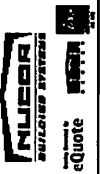
KEY PLAN

MAIN



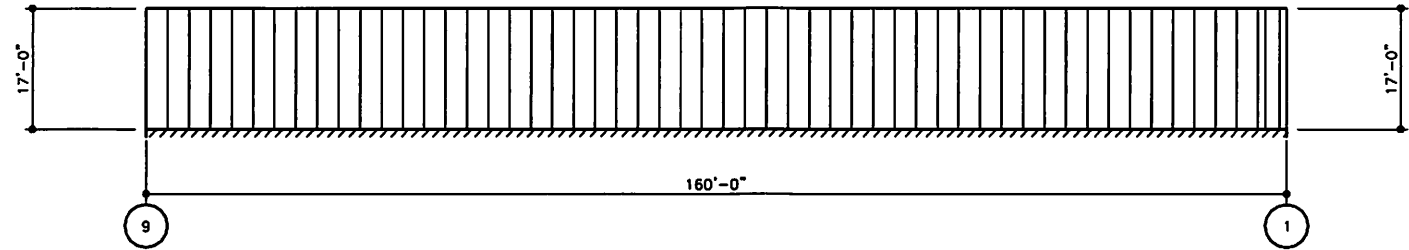
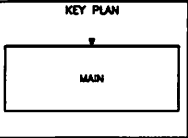
WALL SHEETING ELEVATION AT LINE 9

PANELS: 26 GA. R-PANEL - SANDSTONE (SP)



PROJECT NAME:
SANTA CLARA PUBLIC WORKS
SANTA CLARA, UT
CUSTOMER NAME:
FALCON BUILDINGS, LLC
WASHINGTON, UT

DO NOT USE FOR FINAL CONSTRUCTION
SHEET TITLE:
PRELIMINARY SHEETING ELEVATIONS
SHEET NUMBER:
WS7

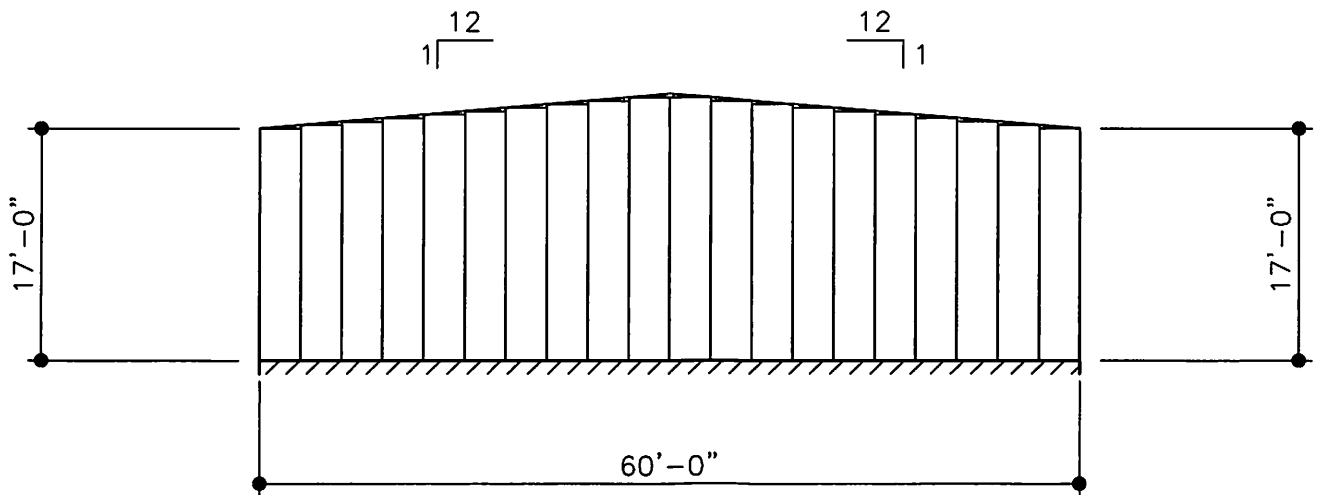


WALL SHEETING ELEVATION AT LINE A

PANELS: 26 GA. R-PANEL - SANDSTONE (SP)



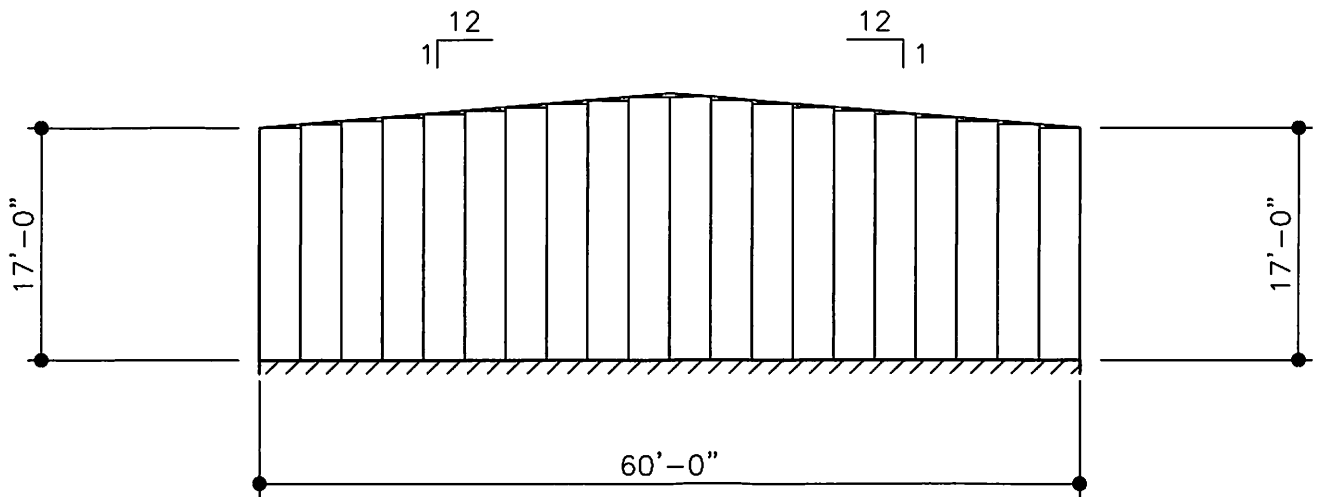
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SHEET TITLE:		SANTA CLARA PUBLIC WORKS	
PRELIMINARY SHEETING ELEVATIONS		SANTA CLARA, UT	
SHEET NUMBER:		FALCON BUILDINGS, LLC	
WS8		WASHINGTON, UT	



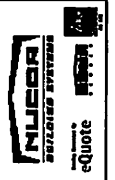
PARTITION WALL ELEVATION : A



DO NOT USE FOR FINAL CONSTRUCTION		PROJECT NAME:	
SHEET TITLE:		SANTA CLARA PUBLIC WORKS	
PARTITION SHEETING ELEVATIONS		SANTA CLARA, UT	
SHEET NUMBER:		FALCON BUILDINGS, LLC	
A		WASHINGTON, UT	



PARTITION WALL ELEVATION : A



PROJECT NAME:
 SANTA CLARA PUBLIC WORKS
 SANTA CLARA, UT
CUSTOMER NAME:
 FALCON BUILDINGS, LLC
 WASHINGTON, UT

DO NOT USE FOR FINAL CONSTRUCTION
SHEET TITLE: 3/22/2024 10:53 AM
 PARTITION SHEETING ELEVATIONS
SHEET NUMBER: A
PROJECT NUMBER: PUBLIC WORKS -

Quote Date: May 22, 2024

Quote Expiration Date: **June 14, 2024**

Quote #: P202405221036

To be considered ordered, Falcon Buildings must have a signed PO and deposit check prior to expiration date.

INCLUDED IN THIS QUOTE PRICE

SCOPE OF THIS BUILDING QUOTE

YES: NO: ALT:

☒☐☐

Metal Building Materials

☒☐☐

Stamped Engineered Plans

☒☐☐

Walk Door(s)

☒☐☐

Specified (R-Value) Insulation

☐☒☐Erecting The Building *(Separate quote to be sent.)*☐☒☐

Concrete Engineered Plans

☐☒☐

Concrete & Anchor Bolts

☐☒☐

Overhead Garage Doors - Windows

☐☒☐

Utah Sales Tax

TERMS AND CONDITIONS

30% deposit due at time building contract is submitted to Falcon Buildings. Balance of payment will be due 10 days prior to building shipping. For details about C.O.D payment by cashiers check on day of delivery please make arrangements with Falcon Buildings representative in advance. If building is canceled by customer after engineering process had begun customer will forfeit all 30% deposit.

Buyer must take possession of building on date presented to buyer by Falcon Buildings.

If the buyer does not take the building on the said day and the building is held at our facility the storage rate is \$500.00 per truck per week.

No overhead garage doors or windows are included in this quote.

***It is sole responsibility of buyer to supply a means of unloading the metal building in a timely manner from the contracted freight company. Extended time in unloading may result in back charge from Freight Company. Any charges by the freight company will be the sole responsibility of the buyer. ***

This quote is the control document that describes the scope as understood by the customer with signature.

Metal Building Manufacturer has reviewed your specifications and/or plans as it developed this quote. The quote may deviate from the project specs and/or plans. Some deviations might be only to indicate that metal building standard specifications will govern. The evaluation of this quote's adequacy to fulfill the project's scope is one that cannot be done by Metal Building Manufacturer but only by you, the buyer. Please contact Metal Building Manufacturer Representative prior to your acceptance of this quote if there are any needed modifications. If this quote is accepted by the buyer and ordered, it will be understood that the scope of work will be as set forth solely in the pages of the Metal Building Manufacturer quote and order documents and that the project specs and/or plans will not be referenced.

Metal Building Manufacturer is the metal building supplier only and is not the Engineer of Record (EOR) for the overall project. This is not in the scope of Metal Building Manufacturer's work. Metal Building Manufacturer nor its engineer are responsible for specifying the design code or loads. It is the Buyer's responsibility to verify with the building official in the governing jurisdiction to ensure that the building code and all loads are correct for the job-site location. Customer/Buyer is responsible for Energy Code compliance.

Metal Building Manufacturer cannot determine the design loads or design code for any project. If this quote is accepted, it will be understood that the design load and design code are the responsibility of the signee and have been verified by the signee to be correct. By signing this order, the signee is taking responsibility for the design loads of the project.

****UNLESS NOTED OTHERWISE THIS QUOTE IS FOR STEEL BUILDING MATERIALS ONLY. ****

QUOTE AND ORDER DOCUMENT

FALCON BUILDINGS, LLC

Authorized Nucor Building Systems Builder
Phone: (435) 590-7144 - Email: info@falconbuildings.com

PROJECT #:

QUOTE #:

CUST QUOTE #: Public Works - 001

LABEL: 0 - Base

CONTROL #: P202405211724

eQuote^{EZ}**1) ORDER INFORMATION****Project Name:** Santa Clara Public Works**Buyer Name:****Buyer Address:****Buyer Contact:****Contact Phone:****Contact Fax:****Contact Mobile Phone:****Contact Email:****Buyer P.O. #:****(For Reference Only)****End Customer:****Order Type:** Production Order**Anchor Bolt Drawings:** 1 sets**Erection Drawings:** 1 sets**Permit Drawings:** 1 sets**Stamped Calculations:** 1 sets**ShakeoutPro:** No**Send Drawings Via:** ☐ Mail ☒ Email (.pdf format only)**Shipping/Jobsite****Address:** Santa Clara, UT 84765

United States

Jobsite County: Washington**Est. # of Trucks:** 2**Freight Method:** EXW Loaded Allowed to Shipping Address**Ferry Transport:** N/A**Building End Use:** 3B - Commercial warehousing and storage**Quote Requested:****Requested Delivery:****Buildings in this Order:** 1**Building Warranty:** One Year**Shipping Instructions:****SELLER STANDARD COLOR CODES**

Miscellaneous Finishes GM Finish (25 yr Std. Warranty)	Silicon Polyester (SP) Finish (25 yr Standard Warranty)	PVDF Finish (35 yr Standard Warranty) Standard Upcharge Applies
Galvalume Plus: GM	Aztec Blue (SP): AB Polar White (SP): PW Brick Red (SP): BD Sagebrush Tan (SP): SA Burnished Slate (SP): BS Sandstone (SP): SS Fox Gray (SP): FG To Be Selected (SP): TBS Forest Green (SP): FO	Midnight Black (PVDF): BL Regal White (PVDF): RW Brite Red (PVDF): BT Slate Gray (PVDF): SG Charcoal (PVDF): CH Surrey Beige (PVDF): SU Cypress Green (PVDF): CY To Be Selected (PVDF): TBK Dark Bronze (PVDF): DB Terra Cotta (PVDF): TC Desert Sand (PVDF): DS Warm White (PVDF): WW Pearl Gray (PVDF): PG Reflective White (PVDF): RF Royal Blue (PVDF): RO
Primary and Secondary Primer	Polyester Finish (No Finish Warranty)	Tuff Cote Finish (10 Year Limited Warranty)
Gray Primer: GP	Igloo White: IG	Antique Bronze: AN Surrey Beige: SB
Galvanized: GZ	IG : For interior applications only on Insulated Metal Panels	Light Gray: LG Textured White: TW
Galvanized Hot Dipped: HD		Light Stone: LS Warm Limestone: WL
No Paint: NP		Medium Beige: MB
Red Primer: RP		

QUOTE AND ORDER DOCUMENT

FALCON BUILDINGS, LLC

Authorized Nucor Building Systems Builder
Phone: (435) 590-7144 - Email: info@falconbuildings.com

PROJECT #:

QUOTE #:

CUST QUOTE #: Public Works - 001

LABEL: 0 - Base

CONTROL #: P202405211724

eQuoteEZ**2) BUILDING DESCRIPTION****BUILDING INFORMATION**

Building Name	Building Profile	Building Width	Building Length	Distance to Ridge	Actual Eave Ht.		Roof Slope		Structural Steel Color	
					FSW	BSW	FSW	BSW	Primary	Wall Sec.
Main	Gable Symmetrical	60'-0"	160'-0"	30'-0"	17'-0"	17'-0"	1:12"	1:12"	RP	RP

* Unless noted in Special Requirements all structural members not fabricated of prepainted or galvanized material or treated with a corrosion resistant coating are painted with one coat of shop primer. The coat of shop primer is intended to protect the steel for only a short period of exposure to ordinary atmospheric conditions.

ROOF SECONDARY INFORMATION

Building Name	Secondary Type	Purlin Tie-in	Roof Sec. Color	Purlin Depth*	Typical Purlin Spacing
Main	Purlins	None	RP	User Defined 8"	Per Seller

* All program generated depth and spacing is subject to change in final design.

SIDEWALL AND ENDWALL SPACING

Building Name	Sidewall Bay Spacing (From LEW)	FSW Soldier Column Spacing (From LEW)	BSW Soldier Column Spacing (From LEW)	Left Endwall (LEW) Column Spacing (From FSW)	Right Endwall (REW) Column Spacing (From FSW)
Main	8@20'-0"	N/A	N/A	1@60'-0"	1@60'-0"

GIRT CONDITION, DEPTH, AND SPACING

Building Name	Front Sidewall (FSW)		Back Sidewall (BSW)		Left Endwall (LEW)		Right Endwall (REW)	
	Condition	Depth*	Condition	Depth*	Condition	Depth*	Condition	Depth*
Elevation(s)								
Main	Bypass	User Defined 8"	Bypass	User Defined 8"	Flush	User Defined 8"	Flush	User Defined 8"
		Per Seller			Per Seller			Per Seller

* All program generated depth and spacing is subject to change in final design.

3) PROJECT LOAD REQUIREMENTS

Building Code: IBC 2021

Design to be in accordance with Common Industry Practices as described by the current MBMA Metal Building Systems Manual. Information on this order overrides that on plans or specifications.

UL90 Rated: No

Occupancy Classification: II - Standard Buildings

Live Load: 20 psf Reducible per Code

Ground Snow Load: 21 psf

Snow Exposure Coefficient (Ce): 1.0 - Partially Exposed

Wind Speed: 105 mph

Wind Exposure: C

Seismic Information: Ss: 0.478

S1: 0.156

Site Class: D Assumed

Rainfall intensity: 4.00 in/hr

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eQuoteEZ**4) BUILDING LOAD REQUIREMENTS****LOAD REQUIREMENTS**

Building Name	Roof Dead Load	Roof Snow Load	Wind Enclosure	Thermal Coeff. (Ct)	Primary Collateral	Secondary Collateral	Collateral Load Due To	Roof Insulation R<30 and/or Roof Obstruction Exists
Main	Per Seller Std.	21.0 psf*	Partially Open	Heated Structure (1.0)	2.0 psf	2.0 psf	Mech/Elec/Sprinkler	Yes

* User override on Roof Snow Load

DEFLECTION REQUIREMENTS (Serviceability Criteria)

Building Name	Purlin / Joist Deflection		Main Frame Deflection		Girt Deflection		Main Frame Sidesway	
	General	Ceiling	General	Ceiling	Steel Panel	Reinf. Masonry	Steel Panel	Reinf. Masonry
Main	L/150 Std.	N/A	L/180 Std.	N/A	L/90 Std.	N/A	H/60 Std.	N/A

"Other" Deflection Requirements: (See Special Requirements)

ADDITIONAL BUILDING COMPONENTS

Building Name	Additional Existing Building or Natural Obstruction Not Defined in Box 25?	Does Additional Obstruction cause Snow Drift?	Solar Panels on Roof?	Other Loads
Main	No Additional Obstruction	N/A	N/A	N/A

The Project Architect or the Engineer of Record is responsible for specifying Design Loads in accordance with the governing Building Code, local requirements (if any), and special end use requirements. The Manufacturer's Engineer does NOT serve as the Engineer of Record. (See the current MBMA Metal Building Systems Manual). Loads specified will be applied in general accordance with the engineering formulas of the specified code. Code requirements for fire, egress, ADA compliance, and other considerations are the responsibility of the buyer.

5) FRAME INFORMATION**BUILDING NAME: Main****Cold Formed Materials Allowed on Frame Line(s): 1,9**

Frame Line	Frame Type	Future Expansion	Interior Module Spacing(From FSW)	Int. Column Type	Straight Cols		Column Base Elevation		
					FSW	BSW	FSW	BSW	Int.
1 (LEW)	Rigid Frame Clear Span (Non-Exp) - RCG	N/A	1@60'-0"	N/A	No	No	0'-0"	0'-0"	N/A
2 - 8	Rigid Frame Clear Span - RCG	N/A	1@60'-0"	N/A	No	No	0'-0"	0'-0"	N/A
9 (REW)	Rigid Frame Clear Span (Non-Exp) - RCG	N/A	1@60'-0"	N/A	No	No	0'-0"	0'-0"	N/A

Base Plate Elevations: Negative values are below finish floor (B.F.F.) and positive values are above finish floor (A.F.F.).

6) ROOF PANEL

Building Name	Roof Panel Type	Ext. Gauge	Ext. Color	Clip Type	Roof Insulation* (Not by Seller)	Staggered Endlaps	Weather Tightness Warranty
Main	R-Panel	26 ga.	PW	N/A	R-19 (6 3/8") - Single Layer Fiberglass No TBlock	N/A	N/A

*Roof Insulation is not provided by Seller. Insulation prevents condensation, noise and damage due to wind. Due consideration must be given by the designer to these issues.

Roof warranty options apply only to Seller's standard Finishes. Refer to the Seller's Warranty Instruction Guide.

For insulation options with a cavity, the cavity needs to be completely filled to avoid condensation issues.

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eQuote^{EZ}**7) ROOF LINE TRIM****FRONT SIDEWALL (FSW) TRIM INFORMATION**

Building Name	Trim Texture	Front Sidewall (FSW) Eave Trim	FSW Eave Trim Color	Downspout Condition	Downspout Color	Gutter to Downspout Transition	Delete Elbow at Base?
Main	Smooth	On-Slope Gutter w/ Downspouts	PW	Corrugated Downspouts	PW	Standard "S"	No

BACK SIDEWALL (BSW) TRIM INFORMATION

Building Name	Trim Texture	Back Sidewall (BSW) Eave Trim	BSW Eave Trim Color	Downspout Condition	Downspout Color	Gutter to Downspout Transition	Delete Elbow at Base?
Main	Smooth	On-Slope Gutter w/ Downspouts	PW	Corrugated Downspouts	PW	Standard "S"	No

RIDGE TRIM INFORMATION

Building Name	Ridge Trim Profile	Peak Box Material
Main	Die Formed Ridge	White Metal (Standard)

ENDWALL TRIM INFORMATION

Building Name	LEW Trim Texture	Left Endwall (LEW) Rake Trim	LEW Rake Trim Color	REW Trim Texture	Right Endwall (REW) Rake Trim	REW Rake Trim Color
Main	Smooth	Sculptured Rake	PW	Smooth	Sculptured Rake	PW

8) ROOF ACCESSORIES - NONE REQUIRED**9) WALL PANEL**

Building Name	Wall ID	Wall Panel Type	Ext. Gauge	Ext. Color	Wall Insulation (Not by Seller)	Wall Corner Trim Color	Include Closures	Base Closures	Washers On Fasteners
Main	LEW, REW	None Required**	N/A	N/A	N/A	N/A	Yes	Yes	Yes
Main	FSW, BSW	R-Panel	26 ga.	SS	R-19 (6 3/8") Single Layer Fiberglass	PW	Yes	Yes	Yes

*Wall Insulation is not provided by Seller, unless indicated otherwise above. Insulation prevents condensation, noise and damage due to wind. Due consideration must be given by the designer to these issues.

For information regarding finish warranty, reference the 'Seller Standard Color Codes' table in Box 6 of this document.

For insulation options with a cavity, the cavity needs to be completely filled to avoid condensation issues.

** Sheeting has been removed due to Full Deletion

Wall warranty options apply only to Seller's standard Finishes. Refer to the Seller's Warranty Instruction Guide.

Please schedule fabrication and delivery of steel to coincide closely with your erection schedule. This will minimize the possibility of damage due to exposure to the elements. Panels must be kept free of moisture and debris at all times. See instruction on panel bundles, Seller's Wall Sheeting Erection Guide and the construction details. Improper storage or handling will diminish the life of the product and VOIDS all warranties.

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eQuote^{EZ}**9) WALL PANEL (CONTINUED)****BASE TRIM CONDITIONS**

Building Name	Wall ID	Base Trim Type	Base Trim Color	Vertical Dimension "X"	Horizontal Dimension "Y"
Main	LEW, REW	N/A*	N/A	N/A	N/A
Main	FSW, BSW	Base Angle w/ Trim	PW	N/A	N/A

Note: Masonry fasteners are not supplied by Seller.

*Base Trim has been removed from due to Open Full Deletion

10) FRAMED OPENINGS**WALL FRAMED OPENINGS**

Building Name	Wall ID	Width	Height	Qty	Factory or Field Located	Loc. Left Steel Line	Framed Opening Type	Sill Height	Cover Trim?	F.O. Trim Color	Wind Load Conf.?	Allow X-Brc?
Main	FSW	14'-0"	14'-0"	1	Factory	23'-0"	Overhead	0'-0"	Yes	PW	Yes	No
Main	FSW	14'-0"	14'-0"	1	Factory	43'-0"	Overhead	0'-0"	Yes	PW	Yes	No
Main	FSW	14'-0"	14'-0"	1	Factory	63'-0"	Overhead	0'-0"	Yes	PW	Yes	No
Main	FSW	14'-0"	14'-0"	1	Factory	83'-0"	Overhead	0'-0"	Yes	PW	Yes	No
Main	FSW	14'-0"	14'-0"	1	Factory	103'-0"	Overhead	0'-0"	Yes	PW	Yes	No
Main	FSW	14'-0"	14'-0"	1	Factory	123'-0"	Overhead	0'-0"	Yes	PW	Yes	No
Main	BSW	3'-4"	7'-2"	1	Field	28'-4"	Walkdoor	0'-0"	No	PW	Yes	No
Main	BSW	3'-4"	7'-2"	1	Field	128'-4"	Walkdoor	0'-0"	No	PW	Yes	No

Sill Height is measured from the finish floor elevation. Cover trim (if selected) will match the F.O. Trim color unless specified otherwise in the notes section (box 27) of contract.

All framed openings with a wind load confirmation of "Yes" assume the use of accessories designed to be fully wind-resistive based on the loading specified in the Load Requirement section. All framed openings with a wind load confirmation of "No" will be considered in the building design as though they were permanently open to the outside.

PARTITION WALL FRAMED OPENINGS - None Required**11) WALL DELETIONS**

ID	Building Name	Wall ID	Loc. LSL	Width	Top Elevation	Open / Materials?	Allow X-Bracing?	Remove Panels	Wind Load Conf.
					Bottom Elevation	Support Type*	Col. Flg. Bracing	Remove Girts	
1	Main	LEW	Full Wall	Full Wall	Full Wall	Perm. Open	Yes	Yes	No
					Full Wall	N/A	No	Yes	
2	Main	FSW	0'-0"	20'-0"	Full Height	Perm. Open	Yes	Yes	No
					Full Height	N/A	No	Yes	
3	Main	FSW	140'-0"	20'-0"	Full Height	Perm. Open	Yes	Yes	No
					Full Height	N/A	No	Yes	
4	Main	REW	Full Wall	Full Wall	Full Wall	Perm. Open	Yes	Yes	No
					Full Wall	N/A	No	Yes	

*Spandrel(s) by Seller. Seller to provide spandrel for lateral support of wall as requested.

Support at Columns Only: No spandrel provided by Seller, material by others attached to Seller's Columns.

Independent: No structural attachment to Seller structure.

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PROJECT #:**QUOTE #:****CUST QUOTE #:** Public Works - 001**LABEL:** 0 - Base**CONTROL #:** P202405211724**eQuoteEZ****12) BRACING OPTIONS**

Building Name	Wall ID	Bracing Type	Clear Height Requested	User Specified Bay #'s	Bracing in Bay #'s
Main	LEW, REW	None	N/A	No	N/A
Main	FSW	Wall X-Bracing	N/A	No	1
Main	BSW	Wall X-Bracing	N/A	No	3

Sketch must show locations for bracing on the sidewall bays and endwall bays.

13) WALL & CEILING LINER - NONE REQUIRED**14) PARTITION WALLS / DRAFT CURTAINS****PARTITION WALLS**

Building Name	Partition Wall I.D. (Optional)	Direction	Location Dimension	Wall Length	Start Location	Single/Double Sheeted	Clear Dim. A.F.F.	Partition Wall Panel Information	F.O. Trim Color	Washers On Fasteners
Main	A	Transverse	140'-0"	Full Length	0'-0"	Single	Full Height	R-Panel, 26 ga., SS	PW	Yes
Main	A	Transverse	20'-0"	Full Length	0'-0"	Single	Full Height	R-Panel, 26 ga., SS	PW	Yes

DRAFT CURTAINS - None Required

Location Dimension: Measured from the LEW for Transverse interior walls, from the FSW for Longitudinal interior walls.

Start Location: Measured from the FSW for Transverse interior walls, from the LEW for Longitudinal interior walls.

Partition Walls/Draft Curtains are located from Steel Line to the near side face of girt.

15) WALKDOORS - (2) 3070 KNOCKDOWN DOORS INCLUDED**16) WINDOWS - NONE REQUIRED****17) WALL LITES - NONE REQUIRED****18) CANOPY - NONE REQUIRED****19) FASCIA - NONE REQUIRED****20) RAKE / EAVE EXTENSIONS - NONE REQUIRED****21) PARAPET WALLS - NONE REQUIRED****22) MEZZANINES - NONE REQUIRED****23) CRANES - NONE REQUIRED****24) JIB CRANES - NONE REQUIRED**

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PROJECT #:**QUOTE #:****CUST QUOTE #:** Public Works - 001**LABEL:** 0 - Base**CONTROL #:** P202405211724**eQuote^{EZ}****25) EXISTING BUILDING - NONE REQUIRED****26) FUTURE BUILDING - NONE REQUIRED****27) SPECIAL USER NOTES - NONE REQUIRED****28) EQUOTE QUALIFICATIONS****Project-wide**

1. In the Deflection Requirements (Serviceability Criteria) section of the Quote and Order Document, the Horizontal Serviceability limits reported are checked using 10 year reoccurrence loading. The Vertical Serviceability limits reported are checked using Snow/Live Loads.
2. When tension control bolts are unavailable, DTI washers will be provided by Seller.
3. Special inspections and testing that may be required by governmental or other authority during construction and/or steel fabrication (collectively, "Inspections") are not the responsibility of NBG, and to the extent required it shall be the responsibility of the builder and/or owner. In the event Inspections are required, the builder and/or owner shall employ a third party quality assurance testing agency approved by the relevant authority. The builder/owner shall cause such testing agency to coordinate directly with the NBG facility as applicable. Any Inspections required to be performed by such testing agency at any NBG facility must be clearly described in the Sales Documents and must be in accordance with the standard NBG Terms and Conditions. If such requirements are not specifically included in NBG Sales Documents, no Inspections by NBG or at any NBG facility shall be made. All NBG facilities are accredited by IAS AC472.
4. If this project should cancel or be placed on hold before fabrication, in addition to other remedies available at law or in equity, cancellation/hold fees will be invoiced consistent with what stage of the project has been completed. The following is the payment schedule based on the completed stages: Anchor Bolts Completed: 5 percent of the contract price. Permits/Approvals Completed: 10 percent of the contract price. Detailing Completed: 25 percent of the contract price. If this project should cancel before fabrication, Purchaser will also be invoiced for any dedicated materials that have been purchased for the project.
5. For Occupancy Category I or II buildings, IBC allows for single story buildings to have no limit for seismic story drift. Please note that any interior walls, partitions, ceilings, and exterior walls should be detailed (by others) to accommodate this story drift.
6. The jobsite location is in a county where extreme variations in Ground Snow loading exist. Seller does not have the ability to verify that defined Ground Snow loads meet local requirements. Builder must verify with the engineer of record and/or the local building official that defined loads are appropriate.
7. For painted roof systems, panel assembly parts (such as gutter brackets and standing seam end dams) are provided in a painted finish in the same color as the roof panel. Please note that these items will typically fade at a different rate than the roof panel finish. The finish paint for all accessories does not carry any finish warranty. The finish warranty supplied by Seller is for the panel finish only. Other accessories (such as roof curbs, pipe jacks, and vertical rib end dams) may still be provided in an unpainted finish and may require field painting. If field painting is required, paint is not supplied by Seller.
8. This project is an eQuote EZ Building Order.
9. No changes will be allowed after order entry for an eQuote EZ order.
10. The eQuote EZ reactions are considered Preliminary Reactions. Final Construction Reactions will be generated once the Order has been entered.
11. Approval orders or orders requiring a review prior to production are not available for eQuote EZ projects.

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12. The user override roof snow load requested on this project will be applied as a uniform load in combination with dead and collateral loads. In other loading conditions, roof snow loads are determined in strict accordance with the applied building code provisions and are derived from the given ground snow load. Calculated Roof Snow Load of 20 psf in Building Load Requirements section was overridden to a value of 21 psf by User.
13. The roof snow load reported for this project reflects the minimum for low-slope roofs and will be applied as a uniform load in combination with dead and collateral loads. In other loading conditions, roof snow loads are determined in strict accordance with the applied building code provisions and are derived from the given ground snow load.
14. R-19 (nominal 6 3/8 inches) over purlin is allowed with R-Panel roof system; however special attention to job specific erection drawings, in order to maintain proper panel modularity and thermal performance of insulation, must be practiced. Modularity tools are also provided upon request.
15. Seller does not recommend using wall insulation that is greater than 4" thick under a R-Panel Wall system. Oil canning and dimpling may occur due to the wall insulation thickness being greater than 4". Special care needs to be applied when erecting the R-Panel Wall sheeting under these conditions to avoid the oil canning and dimpling effects. The A-Panel Wall or Reverse R-Panel options may provide a better solution for this situation.
16. Auto-find determined 4 downspouts required along FSW. Subject to change based upon final design.
17. Auto-find determined 4 downspouts required along BSW. Subject to change based upon final design.

* = Added by Estimating

SELLER'S SCOPE OF WORK CONTAINS CERTAIN EXCLUSIONS, INCLUDING BUT NOT LIMITED TO:

1. Anchor Bolts
2. Anchor Bolt Embedment Design
3. Foundation Design
4. All other items not specifically listed in this proposal

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PROJECT #:**QUOTE #:****CUST QUOTE #:** Public Works - 001**LABEL:** 0 - Base**CONTROL #:** P202405211724**FALCON BUILDINGS, LLC TERMS & CONDITIONS OF SALE (Rev. 6/5/2020)**

All sales by the specific facility or entity of the Falcon Buildings, LLC ("Seller") set forth on the applicable Seller-issued sales order acknowledgement and/or Seller-issued sales order documents (collectively "Sales Documents") are made expressly subject to the following terms and conditions. Seller expressly rejects any different or additional terms or conditions contained in any documents submitted by the person or entity named as Purchaser in the Sales Documents ("Purchaser") or any third party. Seller's provision of credit, acceptance of any purchase order and/or sale of any goods are expressly made conditional on Purchaser's assent to these terms and conditions. Purchaser will be responsible to Seller for any and all of Purchaser's obligations with respect to each transaction contemplated by the Sales Documents (each, an "Order"). Any liability or obligations arising pursuant to any Order shall be considered confined and several (not joint) to the applicable Seller set forth in the Sales Documents.

1. **Order Acceptance.** Orders by Purchaser may be accepted only by mutually executed Sales Documents, which Sales Documents, together with these terms and conditions constitute the entire agreement (this "Agreement") between Seller and Purchaser relating to Seller's sale of the metal building components and related accessories set forth in the applicable Sales Documents (the "Products") to Purchaser. For each Order, the part identification numbers, coverings system identification names, and specific details utilized to construct each building system will vary based upon the applicable Seller manufacturing the Products. The "Common Industry Practices" in the current edition of the Metal Building Manufacturer's Association Building Systems Manual are hereby incorporated into this Agreement by reference. The "Common Industry Practices" apply to this transaction unless the terms thereof conflict with the express terms of this Agreement, in which event the terms of this Agreement shall govern.
2. **Payment Terms.** Unless otherwise set forth in this Agreement and approved by Seller's authorized credit representative, terms of payment are 30% prepaid and the balance paid cash prior to building entering fabrication. In the event Purchaser fails to make payment to Seller, or any affiliate of Seller, of any amounts due and owing to Seller or such affiliate (including any applicable surcharge or freight charge), Seller shall have the right to terminate any Sales Documents or any unfulfilled portion thereof, and Seller or any affiliate thereof may terminate any other agreement between Seller or such affiliate and Purchaser. Seller may charge interest on the outstanding balance at a rate of 1.5% per month, or the highest rate allowed by law (whichever is less). Seller shall have the right to employ an attorney to collect the balance due, and Purchaser agrees to pay all collection costs incurred by Seller, including its reasonable attorneys' fees. NO RETAINAGE BY PURCHASER IS PERMITTED. Upon Seller having reasonable grounds for insecurity with respect to Purchaser's performance, Seller may demand written assurance of performance. Until adequate assurance is received, Seller may suspend performance, including, without limitation, design, fabrication or delivery of the Products. Purchaser shall provide adequate assurance within ten (10) days from Seller's demand. Absent adequate assurance acceptable to Seller, Seller shall also be authorized to modify terms of sale, in addition to any other rights or remedies provided by law. Seller's exercise of its rights to adequate assurance of performance shall not excuse Purchaser's breach of this Agreement. Purchaser shall pay Seller's costs of engineering work orders, purchase of out-sourced materials or services, processing, engineering, detailing and producing all approval, permit, or similar erection drawings and details upon delivery of such drawings and receipt of Seller's invoice, which payment shall be credited against the purchase price. If payment is made by credit card, Seller shall be entitled to charge Purchaser a surcharge in an amount consistent with the fees and charges assessed to Seller by third-party processors and others related to credit card payment.
3. **Taxes.** All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax Seller is required to collect or pay with respect to an Order shall be the responsibility of Purchaser. Purchaser agrees to pay all such taxes and further agrees to reimburse Seller for any such payments made by Seller. Unless otherwise specifically agreed in the Sales Documents, taxes are not included in the applicable sales price.
4. **Delivery.** All deliveries are EXW (Incoterms 2020) loaded Seller shipping facility, at which time title and risk of loss shall pass to Purchaser. If freight is prepaid, freight charges will be added to the invoice. Neither freight charges nor tax is subject to any discount. Claims for loss or damage in transit shall be made by Purchaser directly with carrier. Purchaser shall collect the Products at Seller's shipping facility within ten (10) days after Seller's notification of the availability of Products. After such 10-day period, Seller reserves the right to charge storage fees as defined below without further notification. Delivery dates are approximate. Delivery schedules will be extended due to any delays in approvals, order clarification, Product or design changes, credit hold, or Purchaser or end customer ("End Customer") design or fabrication holds ("Purchaser Delays"). Any "Must Ship By Date" set forth in the Sales Documents is for purpose of price protection only. If the Products do not ship by the designated "Must Ship By Date" due to delays beyond Seller's control, including without limitation, Purchaser Delays, (a) the price provided in the Sales Documents may be increased by Seller for any additional costs incurred by Seller, with such price increases shall be implemented by Change Order (as defined below) issued by Seller, which shall be binding on Purchaser, and (b) Seller shall invoice Purchaser for the full amount of the purchase price of such Products, which shall be paid in accordance with the terms of payment herein. Risk of loss shall be assumed by Purchaser upon notice that the Products are stored. Seller shall not be liable for loss, damage or deterioration of Stored Products. Stored Products are susceptible to damage and deterioration, and any claims, actions or damages for such deterioration or damage are hereby waived. Seller may, at its option, store the Products in covered or outside space. Storage charges will accrue at \$100 per load per day, max at \$500 per load per week, until actual shipment. Storage charges are due upon invoicing. In the event Purchaser requests that Seller delay any shipment, Purchaser shall provide reasonable evidence of property insurance on the Products, with waivers of any and all rights of subrogation, including without limitation, legal, equitable and contractual claims, against Seller, and designating Seller as loss payee. As an accommodation to Purchaser, Seller may arrange for shipment to a location designated by Purchaser (the "Destination"). In such event: (a) Purchaser agrees to make available a safe location for unloading at the Destination; (b) each load shall be unloaded by Purchaser within four (4) hours of the arrival time ("Unloading Window") at the Destination, and for the first four (4) hours after the Unloading Window, Purchaser shall pay an additional fee of \$50 per hour of delay per load, and thereafter, Purchaser shall be responsible for any and all additional costs associated with continued delay; (c) if arrival of a particular load at the Destination does not occur within two (2) hours of the scheduled arrival time, Seller agrees to credit Purchaser \$50 per hour per load with a maximum of \$400 per load, which is Purchaser's exclusive remedy for such delay; (d) freight damage must be noted on the applicable shipping documents and notice and request for instructions must be transmitted to Seller prior to the carrier leaving the Destination; (e) shortages must be reported within thirty (30) days following delivery. In order to obtain credits for late arrival, arrival times must be clearly noted on the bill of lading and signed by Purchaser's authorized representative.
5. **Force Majeure.** Seller shall not be responsible for non-shipment of Products or delays in delivery or performance due to causes beyond its reasonable control, including, but not limited to, acts of God; acts of Purchaser; epidemic, pandemic or public health crisis; strikes or other labor disturbances; Seller's inability to obtain, or material increases in the cost of, fuel, raw materials or parts; change in, or order under, any government law, ordinance, rule or regulation (whether valid or invalid); delays in transportation; repairs to equipment; fires; accidents; or any other contingency beyond the reasonable control of Seller, whether or not the contingency is of the same class as those enumerated above, it being expressly agreed that such enumeration is non-exclusive. Acceptance of Products upon delivery shall constitute a waiver by Purchaser of any claim for damages on account of non-shipment or delays in delivery or performance.

QUOTE AND ORDER DOCUMENT**FALCON BUILDINGS, LLC**

Authorized Nucor Building Systems Builder
Phone: (435) 590-7144 - Email: info@falconbuildings.com

PROJECT #:**QUOTE #:****CUST QUOTE #:** Public Works - 001**LABEL:** 0 - Base**CONTROL #:** P202405211724**FALCON BUILDINGS, LLC TERMS & CONDITIONS OF SALE (Rev. 6/5/2020) (CONTINUED)**

6. **Product Warranty.** SUBJECT TO STANDARD MANUFACTURING VARIATIONS, SELLER WARRANTS THAT THE PRODUCTS SHALL MEET THE PRODUCT SPECIFICATIONS SET FORTH IN THE APPLICABLE SALES DOCUMENTS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF DELIVERY TO PURCHASER. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. **Claims.** No claims for non-conforming Products will be allowed unless Seller (a) is given notice of the applicable claim within six months following delivery, and (b) allowed an opportunity to inspect them or otherwise provided conclusive evidence supporting the claim. Products for which damages are claimed shall not be returned, repaired, or discarded without Seller's written consent. Seller will not pay any claims or accept any back-charges from Purchaser related to correction of errors and repairs unless prior to any correction or repair Purchaser provides Seller with a written notice describing such claim in reasonable detail, including without limitation sufficient information to allow Seller to evaluate such claim, determine the estimated amount of man-hours needed, materials required and overall direct cost to Purchaser to address such non-conforming Products. If Seller determines that the Products are non-conforming, Seller may authorize corrective action by issuing Purchaser a written authorization. After receiving such authorization, Purchaser can make the corrections. The maximum hourly labor rate for work approved by Seller shall not exceed \$45.00 per hour, unless otherwise specified in the written authorization. Cost of equipment (rental expense, value or depreciation), tools, supervision, overhead and profit, and delay charges are specifically excluded. **PURCHASER'S EXCLUSIVE REMEDY AGAINST SELLER, AND SELLER'S SOLE OBLIGATION, FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO, AT SELLER'S OPTION, SELLER'S: (A) AUTHORIZATION TO PURCHASER FOR CORRECTIVE ACTION FOR THE NON-CONFORMING PRODUCTS; (B) REPLACING NON-CONFORMING PRODUCTS; OR (C) REFUNDING THE PURCHASE PRICE OF THE NON-CONFORMING PRODUCTS. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE PRODUCTS IN QUESTION, NOR SHALL SELLER HAVE ANY LIABILITY FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES. SELLER SHALL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE TO PRODUCTS AFTER DELIVERY.** Any Claims which have not been asserted by written notice to Seller within the designated time periods hereunder are waived. Any legal action or proceeding by Purchaser must be commenced within one (1) year from date of delivery or the date the cause of action accrues, whichever is earlier.
8. **Purchaser Warranty.** Purchaser warrants that (a) it has determined the intended use of the building in which the Products will be incorporated; (b) it has determined and specified in writing to Seller all loads for such buildings, including, but not limited to, live load, wind load, snow load, collateral, mechanical or auxiliary loads, seismic data, importance and exposure factors, and the same are set forth in the Sales Documents; (c) such determinations and specifications comply with applicable building codes, statutory and regulatory requirements pertaining to such buildings and the Products; (d) all Products sold pursuant to this Agreement shall be erected in accordance with Seller's erection drawings, details, manuals and any applicable erection specifications; (e) Purchaser, End Customer or their respective licensed design professional ("**Design Professional**") shall be responsible for erection, supervision of erection, inspection of erection, field connections, structural connections, bracing to structural systems, and all required engineering related to the foregoing; and (f) that all loads, exposure factors, codes and other specifications in the Sales Documents (i) were specified correctly to Seller, and are otherwise are true, correct and complete, (ii) have been determined in consultation with a licensed Design Professional or local governmental administrator, and (iii) fully satisfy local governmental and regulatory requirements for the building and Products, as well as satisfy any special use requirements or specifications of End Customer. Purchaser acknowledges that Seller is not the Design Professional of record for any project. Purchaser, End Customer or their Design Professionals shall be responsible for the design, installation and maintenance of translucent panels or skylights in compliance with applicable laws and standards. Seller has no responsibility for erection, supervision of erection, or inspection of erection of the Products. Field connections, structural connections, and bracing to structural systems provided by others are not the responsibility of Seller and require engineering by the End Customer's or Purchaser's qualified Design Professional. Purchaser shall indemnify, defend and hold Seller harmless from all claims, actions, damages, losses or expenses, including without limitation reasonable attorney's fees and litigation expenses, arising out of or related to erection, supervision of erection, inspection of erection, field connections, structural connections, bracing to structural systems, and all required engineering related thereto, including without limitation (W) noncompliance with Seller's erection plans or the Sales Documents; (X) negligent or faulty erection of the Products by Purchaser, End Customer or their subcontractors; (Y) inadequate structural systems, connections, bracing or other materials provided by third parties; or (Z) any breach of any of Purchaser's warranties or obligations under this Agreement.
9. **Change Orders.** This Agreement may be modified or amended only by a written change order issued by Seller (a "**Change Order**"). A Change Order issued by Seller and signed by Purchaser shall be effective only upon final acceptance by Seller.
10. **Inspections.** This Agreement contains no provision for Purchaser's inspection of Seller's facility or fabrication. If an inspection is required by Purchaser, Seller must be notified a minimum of four (4) weeks prior to the scheduled delivery date. Any inspection must take place at Seller's facility prior to application of the primer and without interruption to Seller's business, and must otherwise comply with the AISC Code of Standard Practice pertaining to inspections and approvals. Any inspector fees, travel expenses, and expense of special inspection equipment are Purchaser's sole liability. The reasonable costs and expenses incurred by Seller arising from Purchaser's inspection of fabrication shall be paid by Purchaser. Any conditions inspected must pertain specifically to the Products manufactured by Seller for this Agreement. **FIELD INSPECTIONS OF ANY NATURE ARE NOT WITHIN THE SCOPE OF THIS AGREEMENT.** Inspections may be included only as part of additional warranties purchased by Purchaser as specified in the Sales Documents.
11. **Severability/Governing Law/Assignment.** If any provision of this Agreement is found to be invalid or unenforceable under applicable law, such provision shall be severable and the remaining provisions of this Agreement shall remain in full force and effect. To the fullest extent allowed by law, this Agreement shall be governed by the laws of the State in which Seller's facility is located, without regard to any conflicts of laws provisions that would direct the application of the laws of any other jurisdiction. Purchaser may not assign, transfer or delegate this Agreement or any interest or obligation herein. Seller may assign, transfer or delegate this Agreement or any portion of its obligations hereunder to an affiliate or subsidiary of Seller. Subject to this **Section 11**, this Agreement shall bind and benefit only Seller and Purchaser and shall not benefit any other persons or entities and shall not be deemed to create any rights in favor of any End Customer or other persons or entities, whether or not referred to in this Agreement.

QUOTE AND ORDER DOCUMENT**FALCON BUILDINGS, LLC**

Authorized Nucor Building Systems Builder

Phone: (435) 590-7144 - Email: info@falconbuildings.com**PROJECT #:****QUOTE #:****CUST QUOTE #:** Public Works - 001**LABEL:** 0 - Base**CONTROL #:** P202405211724**FALCON BUILDINGS, LLC TERMS & CONDITIONS OF SALE (Rev. 6/5/2020) (CONTINUED)**

12. **Dispute Resolution.** Any dispute arising in connection with this Agreement shall be submitted to arbitration; provided, however, Purchaser and Seller agree that the sole exceptions to the foregoing are that Seller, at its sole option, may require that disputes involving patent infringement claims (including without limitation direct claims as well as related indemnity or warranty claims), requests for injunctive relief or actions to enforce any lien rights, rights under any surety bond, or arbitral award, be submitted to any court of competent jurisdiction. Except as otherwise set forth in this Section 12, such arbitration shall be conducted pursuant to the Federal Arbitration Act (9 U.S.C. 1 et seq.). The language of arbitration shall be English. To the fullest extent allowed by law, the place of arbitration shall be, at the option of Seller, any city within the State in which Seller's shipping facility is located, or Charlotte, North Carolina. If the amount in dispute is less than \$1,000,000, all issues shall be determined by one (1) neutral arbitrator, and if the amount is equal to or greater than \$1,000,000, all issues shall be determined by three (3) neutral arbitrators. The arbitrator(s) shall be selected pursuant to the AAA "Arbitrator Select: List and Appointment" process, or if unavailable, a similar process offered by any other nationally recognized alternative dispute resolution organization. The arbitrator(s) shall have the authority to and shall award the prevailing party its reasonable costs and attorneys' fees. Failing such award, expenses of the arbitration shall be divided equally between the parties. In the event of arbitration, the arbitration panel shall pass finally upon all questions, both of law and fact, and its findings and award shall be conclusive. Pre-hearing discovery shall be available to both parties and shall be governed by the Federal Rules of Civil Procedure. Such discovery may be used as evidence in the arbitration hearing to the same extent as if it were a court proceeding. All aspects of the arbitration proceedings, including but not limited to the results of the arbitration, information obtained by either party during the course of discovery, as well as the existence of the arbitration itself, unless necessary for confirmation or enforcement of an arbitration award or otherwise required to be disclosed pursuant to applicable law, shall be kept confidential and shall not be disclosed to any third party. Information obtained by either party during the course of discovery shall not be used except in connection with the arbitration proceeding, and at the conclusion of the proceeding shall be returned to the other party. Both parties shall make their agents and employees available upon reasonable notice at reasonable times and places for pre-hearing depositions without the necessity of subpoenas or other court orders. The arbitrators shall issue subpoenas to compel the attendance of, and the production of documents by, third party witnesses at depositions or at the hearing. Enforcement of the arbitration award may be ordered by any court of competent jurisdiction.

Quote Date: May 22, 2024

Quote Expiration Date: June 14, 2024

Quote #: P202405221036

To be considered ordered, Falcon Buildings must have a signed PO and Deposit Check prior to expiration date**ACCEPTANCE OF CONTRACT**

**** BUYER SIGNATURE AND ACCEPTANCE SHALL CONFIRM THAT YOU (BUYER) ARE SOLELY RESPONSIBLE FOR VERIFYING THE APPLICABLE BUILDING CODE(S) AND LOADS REQUIRED BY YOUR LOCAL BUILDING DEPARTMENT. ANY CHANGES IN BUILDING CODE(S) AND OR LOADS WILL RESULT IN AN INCREASE IN THE AGREED BUILDING COST. THESE INCREASES CAN RANGE FROM INCREASES IN MATERIAL COSTS TO RE-ENGINEERING FEES. CHANGES WILL ALSO RESULT IN DELAYS OF DRAWINGS AND THE ACTUAL DELIVERY OF THE BUILDING MATERIALS. BUYER HEREBY AGREES AND STIPULATES THAT IT SHALL PAY TO SELLER IMMEDIATELY UPON DEMAND ANY AND ALL APPLICABLE TAXES ASSOCIATED WITH THIS PURCHASE ORDER SHALL BE CALCULATED BY SELLER ON OR ABOUT THE TIME OF MANUFACTURE. WHEREUPON, BUYER AGREES TO PAY SAID TAXES IMMEDIATELY UPON DEMAND.****

BUYER DECLARES THAT CODES/LOADS HAVE BEEN CONFIRMED WITH THE BUILDING DEPARTMENT **X:** (Initial Here)

ALTERNATES ARE INCLUDED IN BUILDING PRICING AS SHOWN BELOW.**ACCEPTED INITIALS**

ALT #1	R19 Faced Blanket w/PSP VRR+ in Roof & R19 Faced Blanket w/PSP VRR+ in Walls	YES	☐	NO	☐
ALT #2		YES	☐	NO	☐
ALT #3		YES	☐	NO	☐
ALT #4		YES	☐	NO	☐
ALT #5		YES	☐	NO	☐

WE PROPOSE TO FURNISH MATERIALS COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF:

PLEASE CAREFULLY CHECK AND VERIFY THIS PURCHASE ORDER
FOR COMPLETENESS AND ACCURACY

THE PRICES, SPECIFICATIONS, TERMS AND CONDITIONS AS STATED
IN THIS CONTRACT ARE HEREBY ACCEPTED. MANUFACTURER IS AUTHORIZED
TO DO THE WORK SPECIFIED.

BUILDING: \$	118,152.60
INSULATION: \$	16,562.11
FREIGHT:	INCLUDED
SALES TAX: \$	EXEMPT with Signed TC-721

30% DUE TO BEGIN ENGINEERED PLANS

30% Deposit	\$	40,000.00	BUILDING TOTAL: \$	134,714.71
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BALANCE OF PAYMENT WILL BE REQUIRED PRIOR TO BUILDING SHIPPING

**ANY APPLICABLE SALES OR USE TAX YOUR STATE REQUIRES
WILL BE ADDED TO FINAL INVOICE PRIOR TO DELIVERY.**

BUYER: (****SIGN AND INITIAL ALL REQUIRED SPACES.)

BUYER MUST TAKE BUILDING ONCE FABRICATION IS COMPLETE
IF BUYER DELAYS DELIVERY OF THE BUILDING IN ANY WAY
BUYER WILL BE SUBJECT TO STORAGE FEES IF THE BUILDING
HAS BEEN FABRICATED AND MATERIAL PRICE INCREASES IF APPLICABLE

BY SIGNING BUYER AGREES TO PAY THE BUILDING TOTAL PRICE:
BUYER ACKNOWLEDGES THAT BUYER HAS READ AND
UNDERSTANDS THE TERMS AND CONDITIONS

BY: **X**

BUYER SIGNATURE:

MAKE CHECKS PAYABLE TO: **FALCON BUILDINGS**

SEND PAYMENT TO:

P.O. BOX 911364 ST. GEORGE, UT 84791

or Contact Representative at 435-703-5600

*****THIS CONTRACT IS VALID ONLY WHEN SIGNED
AND ACCEPTED BY AN OFFICER OF FALCON BUILDINGS*****

X:

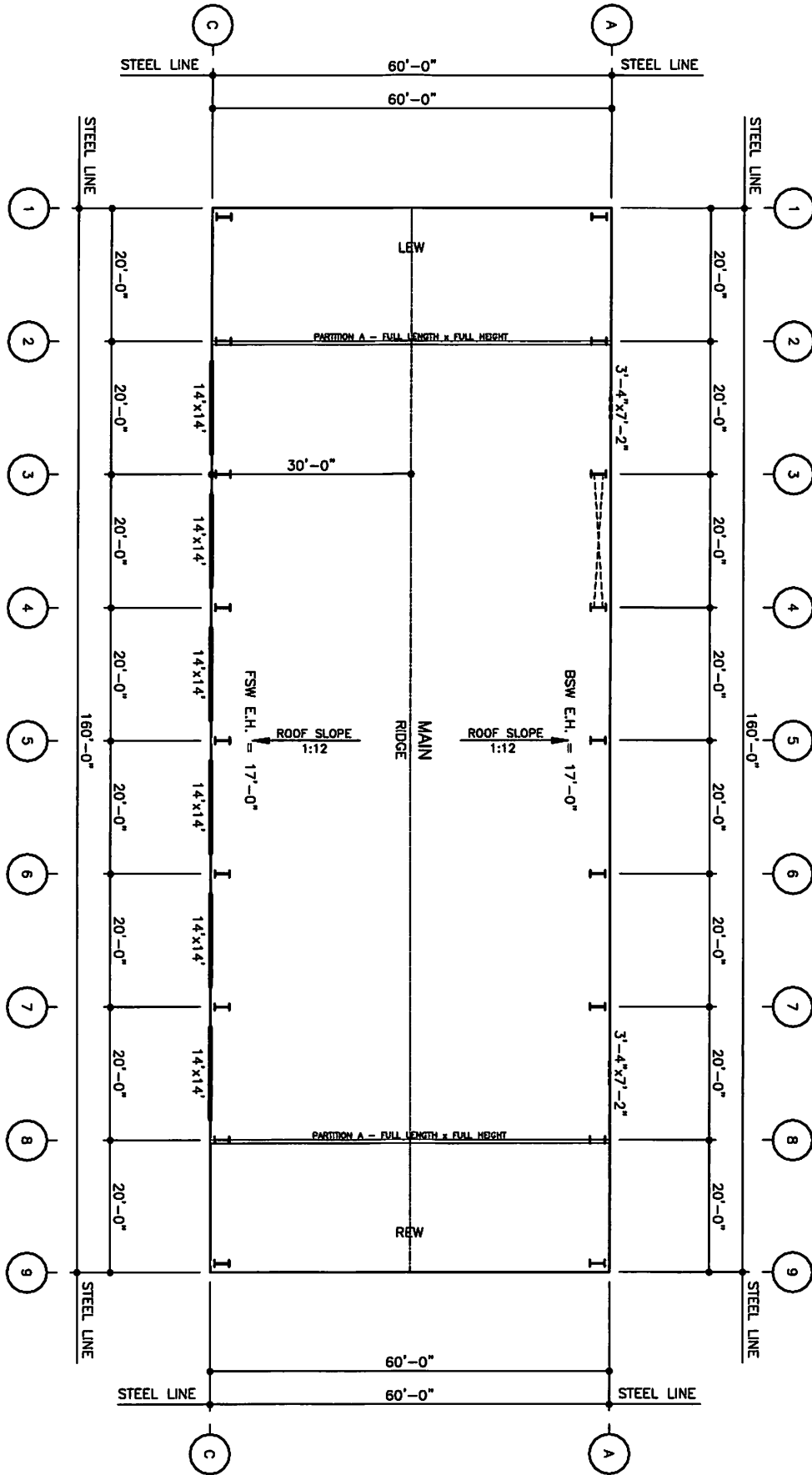
FALCON BUILDINGS AUTHORIZED OFFICER SIGNATURE:

CONTRACT ACCEPTED AND ENTERED ON:

DATE:

BY:

BUYER PRINT NAME:



DO NOT USE FOR FINAL CONSTRUCTION

SHEET TITLE: 5/22/2024 10:30 AM

PRELIMINARY FLOOR PLAN

SHEET NUMBER:

FP1

QUOTE NUMBER:

PUBLIC WORKS - 00

PROJECT NAME:

SANTA CLARA PUBLIC WORKS

SANTA CLARA, UT

CUSTOMER NAME:

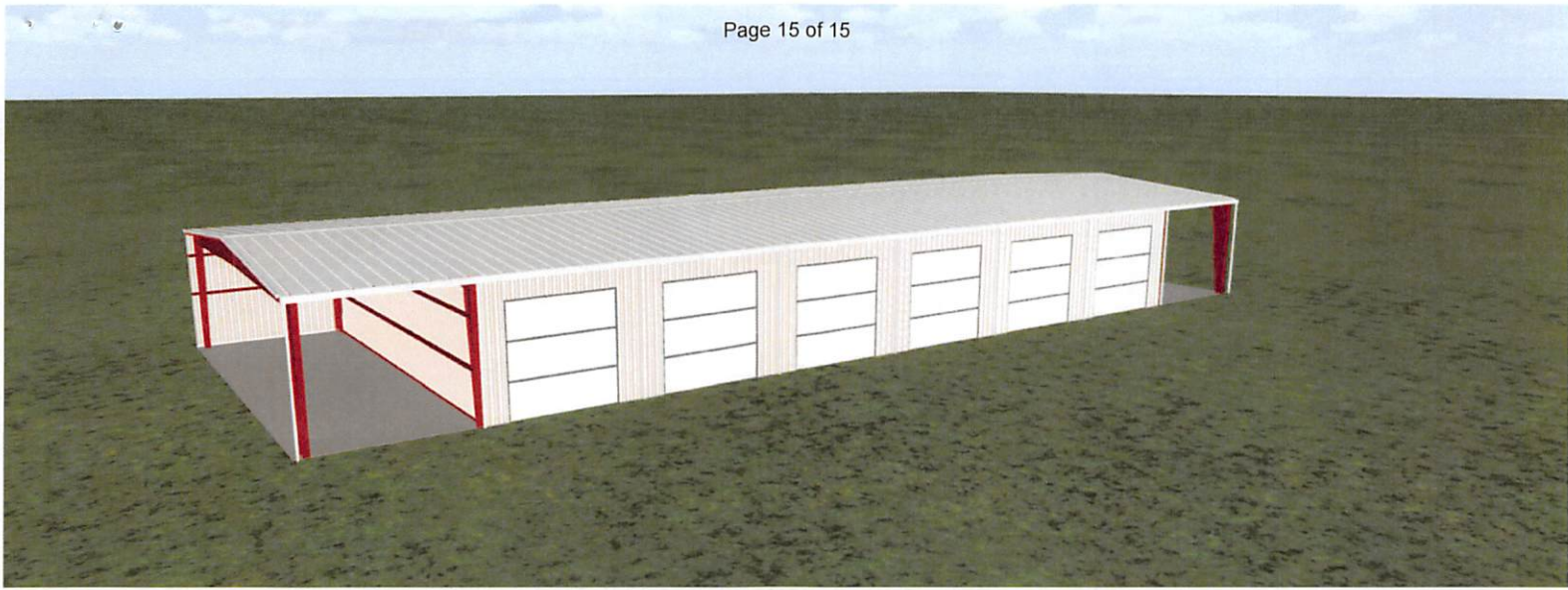
FALCON BUILDINGS, LLC

WASHINGTON, UT



Quoted by
eQuote





Mayor

Rick Rosenberg

City Manager

Brock Jacobsen



City Council

Jarett Waite

Ben Shakespeare

Christa Hinton

David Pond

Janene Burton

CITY COUNCIL

Meeting Date: 11/Sep/24

Agenda Item: 2

Applicant: Santa Clara City/Fire Department

Requested by: Lance Haynie

Subject: Discussion and Potential Action to Proceed With Ladder Truck Proposal

Description:

Discussion around the ladder truck proposal and action on how to proceed.

Recommendation: Approval

Attachments: N/A

Cost: N/A

Legal Approval: N/A

Finance Approval: N/A

Budget Approval: N/A

2603 Santa Clara Drive, Santa Clara, Utah 84765

Phone (435) 673-6712 Fax (435) 628-7338

Siddons Martin Emergency Group, LLC
7285 S. 700 West
Midvale, UT 84047
Business Number 221B



August 2, 2024

Con Fulde, Battalion Chief
SANTA CLARA-IVINS FIRE DEPARTMENT
2365 RACHEL DR
SANTA CLARA, UT 84765

Proposal For: 2028 Santa Clara-Ivins Aerial

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to SANTA CLARA-IVINS FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB SANTA CLARA-IVINS FIRE DEPARTMENT and training on operation and use of the apparatus.

Description	Amount
Qty. 1 - 1107 - Pierce-Custom Enforcer Aerial - 107' (Unit Price - \$1,765,524.00) Delivery within 42-43 months of order date QUOTE # - SMEG-0007894-4	
	Vehicle Price \$1,765,524.00
	1107 - UNIT TOTAL \$1,765,524.00
	SUB TOTAL \$1,765,524.00
	Straight Purchase \$0.00
	TOTAL \$1,765,524.00

Price guaranteed for 60 days

Additional: Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Utah. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,



Chad Frisby

I, _____, the authorized representative of SANTA CLARA-IVINS FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date

