**NOTICE AND AGENDA**
**SANTA CLARA CITY COUNCIL MEETING**
**Wednesday, December 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 December 11, 2024, commencing at 5:00 PM. The meeting will be broadcast on our website at https://santaclarautah.gov

1. **Call to Order:**

2. **Opening Ceremony:**
   - Pledge of Allegiance: Dave Pond
   - Opening Comments: Rev Jimi Kestin, Soloman's Porch Foursquare Fellowship, 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:
   - Nov. 20, 2024 City Council Work Meeting
   - Nov. 20, 2024 City Council Regular Meeting
   - Claims through Dec. 11, 2024

2. Calendar of Events:
   - Dec. 18, 2024 City Council Work Meeting
   - Dec. 25, 2024 City Council Regular Meeting (Cancelled)
   - Dec. 25, 2024 Christmas Day (Offices Closed)
   - Dec. 26, 2024 (Offices Closed)

**C. General Business:**

1. Discussion and award the bid for the design of the Tuachan Wash culvert upsize project. Presented by Dustin Mouritsen, Public Works Director.

2. Discussion and action to consider approval of the 2025 Notice of Public Meetings. Presented by Chris Shelley, City Recorder.

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 5th day of December 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.

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Chris Shelley – City Recorder

***Mayor***
*Rick Rosenberg*

***City Manager***
*Brock Jacobsen*

CITY OF
SANTA CLARA
FOUNDED 1854

***City Council***
*Jarett Waite*
*Ben Shakespeare*
*Christa Hinton*
*David Pond*
*Janene Burton*

# CITY COUNCIL

**Meeting Date:** Dec. 11,2024 **Agenda Item:** 1

**Applicant:** N/A **Requested by:** Dustin Mouritsen

**Subject: Tuachan Wash Culvert Upsize**

**Description:**

Discussion and award the bid for the design of the Tuachan Wash Culvert upsize project. Project design cost is fully reimbursed by the Flood Control Authority not to exceed $220,000.

3 bids received:

Horrock's = $73,907

Rosenberg = $96,250

Bowen Collins = $130,532

**Recommendation:** Approval

**Cost:** None

**Legal Approval:** Yes

**Finance Approval:** Yes

**Budget Approval:** Yes

*2603 Santa Clara Drive, Santa Clara, Utah 84765*

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

**SANTA CLARA CITY COUNCIL MEETING**
**WEDNESDAY, NOVEMBER 20, 2024**
**MINUTES**

THE CITY COUNCIL FOR THE CITY OF SANTA CLARA, WASHINGTON COUNTY, UTAH, met for a Regular Meeting on Wednesday, November 20, 2024, at 6:00 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.

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| **Mayor:** | Rick Rosenberg |
| **Council Members:** | Ben Shakespeare, Mayor Pro Tempore<br>Janene Burton (via Zoom)<br>Christa Hinton<br>Dave Pond<br>Jarett Waite |
| **City Manager:** | Brock Jacobsen |
| **Others Present:** | Selena Nez, Deputy City Recorder<br>Matt Ence, City Attorney<br>Jim McNulty, Planning and Economic Development Manager<br>Dustin Mouritsen, Public Works Director<br>Dan Cazier, Fire Chief<br>Cody Mitchell, Building Official<br>Kristelle Hendrickson, Executive Assistant<br>Debbie Bannon, Finance Director<br>Lance Haynie, Government Affairs Director<br>Jaron Studley, Police Chief |

## 1. Call to Order.

Mayor Rick Rosenberg called the meeting to order at 6:03 p.m. and welcomed those present.

## 2. Opening Ceremony.

**A. Pledge of Allegiance: Council Member Christa Hinton**

**B. Opening Comments: Dana Moody, The Church of Jesus Christ of Latter-day Saints, St. George Interfaith Council.**

## 3. General Citizen Public Comment.

There were no public comments.

**4. Conflicts and Disclosures.**

There were no conflicts or disclosures.

**5. Working Agenda.**

**A. Public Hearing.**

**i. None.**

**B. Consent Agenda.**

**i. Approval of Claims and Minutes:**

- **October 9, 2024, Executive Session**
- **October 16, 2024, City Council Work Session**
- **October 16, 2024, City Council Special Meeting**
- **October 23, 2024, City Council Regular Meeting**
- **Claims through November 20, 2024**

**ii. Calendar of Events:**

- **November 27, 2024, City Council Regular Meeting (canceled)**
- **November 28, 2024, Thanksgiving Day (Offices Closed)**
- **November 29, 2024 (Offices Closed)**
- **December 11, 2024, City Council Regular Meeting**
- **December 18, 2024, City Council Work Meeting**
- **December 25, 2024, Christmas Day (Offices Closed)**
- **December 26, 2024, (Offices Closed)**

**Council Member Waite 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 Shakespeare-Yes. The motion passed unanimously.**

**C. General Business.**

**i. Audit Presentation. Presented by Steve Palmer, Hinton Burdick.**

Steve Palmer of Hinton Burdick presented the Fiscal Year 2024 Audit and reported that they issued an unmodified opinion on Santa Clara's financial statements, meaning that the statements were fairly presented by the City. Additionally, no internal or state compliance deficiencies were noted during the audit. He congratulated Finance Director, Debbie Bannon and the City Staff as a whole on that accomplishment.

Mr. Palmer reviewed the five-year trends indicated by the audit.

- The City's total net equity was over $58 million at the close of the fiscal year, which was an increase of approximately $9 million over 2023. Governmental activities increased by approximately $3.5 million and utilities increased by over $5 million.

- The General Fund balance sheet and cash trends have been very stable over the past five years.

- The Water Fund had a large increase in revenues due to a rate increase that went into effect in July 2023. Its cash trend has also been very stable. The unrestricted cash trend has improved as a result of the rate increases.

- The Sewer Fund revenues and expenditures mirror one another as expected, as do its cash trends.

- The Electric Fund shows a spike in both revenues and expenditures for Fiscal Year 2023 due to the large increase in power purchase costs which was passed on to users. Those costs stabilized in 2024. The decreased cash trend in 2023 was due to a capital asset purchase for generators.

- The Storm Water Fund experienced expenses in excess of revenues for the first time in five years, and its cash trend also decreased.

Mr. Palmer thanked City Staff for their assistance with the audit and indicated that he was available to answer any questions the City Council may have throughout the year.

In response to a question from Mayor Rosenberg regarding the increased Storm Water Fund expenses, Mr. Mouritsen clarified that it was due to expenses incurred for the Vineyard Drive project.

**ii. Discussion and Action to Approve Amended Site Plan, located at 3003 Santa Clara Drive. Presented by Jim McNulty, City Planner.**

Planning and Economic Development Director, Jim McNulty presented the Staff Report regarding the proposed Red Mountain Mercantile Store at 3003 Santa Clara Drive in the Historic District. The Site Plan was reviewed. The home is approximately 1,500 square feet, of which approximately 1,000 square feet will be used for business purposes. One ADA and three additional parking spaces are required. The drive aisle will be approximately 27 feet wide, and there is an existing sidewalk and curb cutout. The home is one of eight Santa Clara houses on the National Register of Historic Places, and the applicant has received Heritage Committee approval.

Mr. McNulty noted that the applicants, Robert and Kimberly Sprague, have been actively cleaning and improving the site in preparation for opening the business. The building will remain white and yellow, and the owners understand that any changes to paint colors will require Historic Commission approvals. They are allowed to do some trim work. The property has two existing Sycamore trees that will remain. An old wooden stage with no historic significance will be

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removed. There is currently a temporary sign on the property, and the final sign will require Heritage Commission review and approval.

A public Planning Commission hearing was held on October 24, 2024, and the Commission forwarded a positive recommendation for approval to the City Council. City Staff recommended that the City Council consider approving the amended Site Plan subject to the conditions outlined in the Staff Report.

In response to a question from Mayor Rosenberg, the applicant, Robert Sprague stated that the store will feature antiques and vintage furniture, which Mrs. Sprague has been collecting for the past three years. They are excited to revive the home and open their business in Santa Clara. They intend to open on December 1, 2024, and will forward information on the grand opening to the Council.

**Council Member Shakespeare moved to APPROVE the Amended Site Plan for 3003 Santa Clara Drive, subject to the following:**

**Conditions of Approval:**

1. **That the applicants are required to comply with the recommendations from all City reviewing departments.**

2. **That the applicants are 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 applicants review the Color Matrix – Exhibit B, in the Historic District Design Guidelines and be prepared to discuss building colors with the Heritage Commission for review and approval.**

5. **That a minimum of four parking spaces (including one required ADA space) be provided for the site as per Chapter 17.32 of City Code and the Historic District Design Guidelines.**

6. **That the final landscape plan is required to comply with City Ordinance #2024-02 (Water Efficient Landscaping & Conservation Standards). That the two (2) Sycamore Trees along the Santa Clara Drive property frontage remain.**

7. **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.**

8. **That the applicant be required to work with the Building Official to be compliant with all Building Code requirements.**

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

**iii. Discussion and Action on Special Event and Liquor License Adoption. Presented by Jim McNulty, City Planner. Ordinance 2024-16.**

Mr. McNulty presented the Staff Report and indicated that the item was previously discussed during the City Council's October Work Meeting.

Additions to City Code Chapter 12.22, Special Events, include:

- **12.22.010: Definitions:**
  Single Event Liquor License definition.

- **12.22.030: Application Requirements and Procedures:**
  F. Single Event Liquor License procedure.

- **5.08.060: Licenses and Local Consent; Number Permitted:**
  G. Single Event Permits clarified.

Mr. McNulty reported that the changes were requested in response to the City's experience with the PGA tournament, but other City events also request Single Event Liquor Licenses and would benefit from the change. Allowing the applications to be processed concurrently will streamline the process, but State Alcoholic Beverage Control Board approval is still required for a liquor license.

**Council Member Hinton moved to APPROVE Ordinance 2024-16, Special Event and Liquor License, as presented. Council Member Shakespeare seconded the motion. Vote on motion: Council Member Shakespeare-Yes, Council Member Hinton-Yes, Council Member Pond-Yes, Council Member Waite-Yes, Council Member Burton-Yes. The motion passed unanimously.**

**iv. Discussion and Action to Approve a Power Sales Contract for Two New Natural Gas Power Plants. Presented by Gary Hall, Power Director.**

Power Director, Gary Hall, presented the Staff Report and provided background on how he reached the four-megawatt subscription for each plant. The City's average delivery from all power resources is 68% of the subscriptions, which breaks down as follows:

- In 2023 and 2024, the hourly average from the Colorado River Storage Project ("CRSP") was 112 kilowatts out of 160 subscribed, or approximately 70%.

- Only 22% of the subscription is being delivered from the Hunter Coal Plant due to the recent shortage of coal.

- The Nebo gas turbine plant has been converted to a base unit and is delivering 98% of the subscription. Mr. Hall believes natural gas provides the best reliability and capacity factor.

- Horse Butte Wind delivers 29%.

- Veyo delivers approximately 64%.

- Steel Solar 1A was added this year, and the City has only received approximately 30% of its subscription.

The subscription and actual delivery from all sources were used to determine the requirements for the new gas plant subscriptions.

In response to a question from Council Member Shakespeare, it was clarified that the hydro plant percentages are dependent on the lake level. The lower the lake level, the less efficient the plant.

In response to a question from Council Member Waite, Mr. Hall stated that Steel Solar 1A was online only for nine months of the previous year so that percentage should improve.

In response to a question from City Manager, Brock Jacobsen, Mr. Hall verified that Utah Associated Municipal Power Systems ("UAMPS") needs an 85% subscription rate for the new plants, and the City will be able to purchase additional megawatts if needed. UAMPS will also be able to reduce the number of units if they do not reach full subscription. The actual subscription level should be available in December.

City Attorney, Matt Ence stated that he has reviewed and approved the contract.

**Council Member Waite moved to APPROVE the Power Sales Contract, 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 Shakespeare-Yes, Council Member Burton-Yes. The motion passed unanimously.**

## 6. Reports.

### A. Mayor/Council Reports.

Council Member Waite reported on the following:

- He attended the Utah Mosquito Abatement Association Conference in Saint George. He learned that Executive Sessions should be renamed because State Law now defines "Executive Session" as a meeting between the Mayor and Staff. It should be referred to as a Closed Meeting. He also learned about the invasive Aedes Aegypti mosquito that is arriving in the area via landscaping products manufactured in Las Vegas.

- He attended a Community Education Channel meeting. The current Interlocal Agreement will be amended to include a sunset date and information on the distribution of assets. The wind-down is planned for June 30, 2025.

Council Member Hinton reported on the following:

- She attended a Legislative Policy Committee meeting where they discussed housing. The League is looking for direction and recommendations on parking requirements, changes to the Moderate Income Housing Plan, etc. The Governor is considering requesting a report from every municipality on their surplus lands.
- Local Elected Officials Day is January 22, 2025.
- The Short-Term Rental Report showed a 39% increase in short-term rentals in Utah between 2021 and 2023.
- She and a Park City Council Member authored an op-ed, which was picked up by the Deseret News. She thanked Mr. VonCannon for his assistance with the article.

Council Member Burton reported on the following:

- She reported that the City has a wonderful ambulance system. They were very efficient when they came to her home.
- She spoke with the Santa Clara Royalty, and Emma Hunter is preparing the Royalty to assist with the Christmas celebration on December 6, 2024.

Council Member Shakespeare reported on the following:

- He attended the National League of Cities ("NLC") Summit in Tampa.
- He also attended the Mountainland Association of Governments meeting.
- Flood Control has approved its 2025 budget.

Mayor Rosenberg reported on the following:

- He spoke at the Housing Action Coalition Forum about housing affordability advocacy.
- He learned a lot at the forum, including:
    - Thirty-year mortgage rates follow 10-year treasury bond rates, not interest rates.
    - Consumer prices are up 21% since 2020, and the expert who spoke did not think they would ever go back down. They are acting independently from the inflation rate.
    - Housing inflation is at 4%, which is twice the overall rate of 2%.
    - Washington County is leading the state in growth, and Utah is leading the nation. The County is 15$^{th}$ in job growth.
    - The median home sales price is $520,000, up from $504,000 in 2023. Days on the market have decreased from 37 to 34. Listings have increased by approximately 10%, but there are 2,000 fewer homes on the market than last year. Approximately 37% of all transactions since December of 2023 have been cash. They estimate that home values will increase by $90,000 over the next four years.
    - Education will be needed to push back against nimbyism ("not in my backyard").

    - They are researching ways to increase land availability and possibly incorporating a sliding scale based on unit size into Impact Fees.
- The Water District Work Group met to discuss assumptions for the 20-year Master Plan update.
    - The growth rate has been slightly lowered. Santa Clara City is now projected to have 2,106 future equivalent residential connections to receive secondary water.
    - They are looking at an ultra-efficient user concept, which is a customer that uses less than 8,000 gallons per month. That would decrease the water right required per unit to 0.4-acre feet.
    - They are revising Impact Fees.
    - They may modify landscape ordinances to require shade trees.
    - Leeds has requested to join the Regional Water Supply Agreement. Virgin was approved to join last year. They were required to connect their sewer system, and Leeds will have to do that as well. There was some discussion on whether new cities and annexations should be required to bring water with them.
- He attended NLC with Council Member Shakespeare, Mr. Jacobsen, and Mr. Haynie. He attended meetings on how to run meetings, transportation safety, and housing.
- He would like the City Council to consider creating a Housing Committee consisting of residents and Staff who can brainstorm suggestions on what can be done to help mitigate the housing crisis and how City employees can afford to live here.
- He attended a session on priority-based budgeting, and he has asked Mr. Jacobsen to incorporate some of those ideas into the Budget Retreat. They need to discuss the services the City provides, how much those services cost, why they are being provided, and if some can be cut and the funds reallocated to more important projects or services. It will require a strategic plan.
- He met with the pickleball court users earlier that day. Approximately 20 people were in attendance in addition to Staff and Mayor Rosenberg. Only four of the users were City residents. Most of the people who attended were residents of Ivins City and Saint George, but they are the daily pickleball court users. They vented their concerns, and Mayor Rosenberg expressed the City's serious concern about the vandalism and the consequences of it happening again. He was pleased with the outcome of the meeting. Additional signage will be added to outline the City's policies. He suggested that they form a Pickleball Advisory Group consisting of five residents, Staff members, and Council Member Hinton. Three residents volunteered: Frank Fehner, Lonnie Nordberg, and Sandy Nordberg. The committee should initially meet monthly and then quarterly, and an annual report should be made to the City Council. Mr. Haynie will forward the recording of the meeting to Council Member Hinton.

City Manager, Brock Jacobsen reported on the following:

- The 2025 National League of Cities Summit will be held in Salt Lake City.

**7. <u>Executive Session.</u>**

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 6:59 p.m.

_____
Chris Shelley
City Recorder

Approved: _____

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**SANTA CLARA CITY COUNCIL WORK MEETING**
**WEDNESDAY, NOVEMBER 20, 2024**
**MINUTES**

THE CITY COUNCIL FOR THE CITY OF SANTA CLARA, WASHINGTON COUNTY, UTAH, met for a Work Meeting on Wednesday, November 20, 2024, at 4:00 p.m. in the Downstairs Executive Board Room located 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:** Ben Shakespeare, Mayor Pro Tempore
Janene Burton (via Zoom)
Christa Hinton
Dave Pond
Jarett Waite

**City Manager:** Brock Jacobsen

**Others Present:** Selena Nez, Deputy City Recorder
Matt Ence, City Attorney
Jim McNulty, Planning and Economic Development Manager
Dustin Mouritsen, Public Works Director
Gary Hall, Power Director
Ryan VonCannon, Parks Director
Dan Cazier, Fire Chief
Cody Mitchell, Building Official
Kristelle Hendrickson, Executive Assistant
Debbie Bannon, Finance Director
Jaron Studley, Police Chief

## 1. Call to Order.

Mayor Rick Rosenberg called the meeting to order at 4:01 p.m. and welcomed those present.

## 2. Working Agenda.

### A. General Business.

#### i. Continued Discussion Regarding Parks and Impact Fee Study Update. Presented by Ryan VonCannon, Parks Director.

Parks Director, Ryan VonCannon reported that the proposed Impact Fees will not cover the listed project expenses. He recommended either increasing the Impact Fee to the maximum recommended amount, keeping it as-is, and removing projects, or a mixture of both. He reminded the Council that once something is built, it must be maintained. For example, the City has six

pickleball courts that have to be resurfaced every five to seven years at a current cost of $40,000. Six additional courts are planned, which would double the resurfacing cost.

Mr. VonCannon referred to a comment made by Council Member Shakespeare in a previous discussion and agreed that the target level of service might be too high when you consider that Santa Clara is surrounded by recreational land. The target level of service is 4.5 acres per 1,000 residents. The City is currently at 4.8 acres and will continue to exceed the target for several more years, and the currently planned projects will increase the level of service to 5.3 acres per 1,000 residents. In contrast, Ivins City's target level of service is 3.3 acres per 1,000 residents. Mr. VonCannon believes Santa Clara should focus on what it already has.

The Parks and Trails Facilities Plan includes everything the City plans to complete in the next 10 years. The maximum Impact Fee allowed by the study is $4,144 per equivalent residential unit, and the current fee is $2,900. Planned trails account for $2,507 of the Impact Fee, leaving less than $400 for all other projects. Mr. VonCannon stated that many trails on the plan may not ever be constructed. It also would not be practical to complete small sections of trail in various areas because people want longer trails.

Planned parks include Gubler Park Phase 4 with six additional pickleball courts, a new pavilion, landscaping, and dugout covers. Mr. VonCannon asked if the City needs another six pickleball courts or another pavilion. Gubler Park Phase 5 will require the acquisition of 10 acres of land. The analysis indicates a cost of $19,000 for an acre, which in his opinion is unrealistically low. It also includes demolition of the old splash pad and installation of a new one.

Graf River Park would be on the south side of the river near the new bridge. It would not be a recreational park, but rather one with benches and shade structures. Linear would also be a shaded park with some native vegetation.

The Swiss Days Park would include a bathroom, a large pavilion, and land acquisition. Mr. VonCannon asked where the Swiss Days vendor booths would go if there was a pavilion there.

Mr. VonCannon stated that many of the planned trailheads do not make sense. To him, a trailhead is a place where someone can park and go for a walk. Some of the planned trailheads have no parking, and some already have parking and an unofficial trailhead.

Mr. VonCannon indicated that everything in the plan would be nice to have, but he believes it is important to focus on needs versus wants. He then reviewed maps of the planned trails and noted that some of the items marked as existing trails were unpaved trails or access roads that are used as trails. He suggested that the City Council identify the trails they believe will actually be built in the next 10 years and expressed his willingness to meet with each Council member individually to discuss their ideas and answer any questions.

Mayor Rosenberg noted that the planned trails are not itemized in the Study. Mr. VonCannon stated that all planned trails, including both paved and unpaved, were listed as a single line item. The Engineer indicated that they could differentiate between the trail types but had not yet done so. The $10,639,300 estimate is for trail construction only, not land acquisition. Planned trails for

which the City already has the necessary rights-of-way include one near the bridge at Red Mountain Road and the Hamblin Parkway Trail. The City has no or only partial right-of-way for Bonneli Trail and the Tuacahn Wash Trail from the Little League Field. Black Desert Resort will build its own trail system, so some of the planned trails east of Red Mountain Drive can be removed from the plan. The trail along 400 East north from Pioneer Parkway will also be built by a developer. Mr. VonCannon clarified that some of the trails shown in green on the trail map are bike lanes or access roads being used as trails, but he is working through these issues with the engineer.

Mayor Rosenberg agreed that they should prioritize existing parks and rights-of-way like the splash pad, skate park, and other park improvements, as well as new trails that would provide connectivity to existing ones. Other trails in the plan would not be practical even if the money is available.

Mr. VonCannon reported that he attended a Utah Trail Network workshop the previous week. Their main focus is connecting gaps between communities, and they spend $45 million each year statewide toward that goal. Last year they discussed construction of a trail tying Santa Clara to Mathis Park in Saint George. Santa Clara, Saint George, Washington, and Hurricane agreed that trail was a priority. A decision will be made within the next few months, and if they move forward the Utah Trail Network will build and maintain the trail.

Council Member Shakespeare believes the planned trails should be kept in the plan for master planning purposes. Impact Fees can be collected, and then the projects can be prioritized. He believes keeping the trails on the map would allow the City Planners to work with developers to obtain necessary easements and asked if there was a reason to remove the trails from the Master Plan. Mr. VonCannon indicated that many projects were left in the plan for that purpose. Sunrise Engineering has explained that for the purposes of the study, anything indicated in the plan is considered scheduled for construction within 10 years.

Council Member Shakespeare did not believe it would negatively impact the City if the acreage per 1,000 residents were reduced. The Bureau of Land Management property south of Santa Clara, Snow Canyon to the north, and other open space around the City are not considered in the Study. He also suggested that Swiss Days Park could be built on a 30-day plan based on a public/private partnership. As the downtown develops and redevelops, there is an opportunity to mix business, residential, and recreational uses and still maintain the downtown charm. Tobler Park could also have a public/private partnership where a private group builds an events center on the property with the agreement to have an orchard, gardens, and accessible space for the public. Park Maintenance is very expensive and is not covered by Impact Fees, so it was important to consider the long-term ramifications of their decision.

In response to a question from Council Member Shakespeare, Mr. VonCannon stated that there is some debate on whether the splash pad is Impact Fee eligible. It is included in the study as part of Gubler Park Phase 5 and Impact Fee eligible. It was originally deemed ineligible because it is a replacement project, but when he explained what will be done and why, the engineering firm decided that it would be 78% eligible. Impact Fees generally do not cover replacement costs.

Council Member Shakespeare stated that the cemetery, splash pad, and skate park should be prioritized, but he was hesitant to plan for things like additional restrooms. He was not opposed to leaving things in the plan unless there was a legal reason to remove them. Mr. VonCannon stated that he will check into it further, but planned trails would need to drop to approximately 25% of their current level for more funding to be made available for other projects. He will speak to Sunrise Engineering about differentiating between paved and unpaved trails and bike lanes.

Council Member Shakespeare asked which projects currently included in the study are ones the Council agreed would not be completed in 10 years. For example, Gubler Park Phase 5 requires land acquisition. He asked if the City would realistically want to purchase 10 acres of land in a prime development area to increase the size of the park. Mr. VonCannon stated that the plan includes three additional ball fields so that all tournaments could be held at Gubler Park. City Manager, Brock Jacobsen stated that it is easier as a parent with two children if their games are at the same park.

In response to a question from Mayor Rosenberg, Mr. VonCannon stated that the splash pad could likely be moved to Phase 4.

Land acquisition for Swiss Days Park was discussed, and it was clarified that Swiss Days would be unaffected if the Hafen property were not acquired. Mr. VonCannon stated that if a pavilion is built, bathrooms will be required, and parking may also become an issue. The impact of Shakespeare in the Park and whether it would be feasible to move that event to a regular park was also discussed.

With regard to trails, Mayor Rosenberg stated that developer-driven trails should be identified in the plan, and some other planned trails could be eliminated. The plan includes trails extending to the Northern Corridor, but not one to the Western Corridor, which could connect the three cities. Existing and planned trails and trailheads in different areas of the City were discussed in more detail.

Mayor Rosenberg asked that bike lanes be separated from trails in the study because doing so would significantly reduce the projected cost. Mr. Jacobsen asked if bike lanes should be considered for Streets Impact Fees, not Parks, as they are primarily a commuter use.

Council Member Waite stated that citizens would likely be surprised to see over half of Impact Fee funds going to planned trails and agreed with Mr. VonCannon that those plans should be scaled back. He believes they should retain the projects the Council feels are important and remove all others.

In response to a question from Mayor Rosenberg, Mr. VonCannon clarified that the curb has already been installed at the cemetery. The landscaping project included in the study will be to remove the hill of dirt on the south side and install landscaping. A mausoleum would likely go in the northeast corner, but it is not included in the plan. Mayor Rosenberg indicated that the curb and landscaping should be removed from the plan and the mausoleum included, as he believes many people would take advantage of that for cremains and the cemetery expansion could then be delayed.

Council Member Pond suggested that the trails map be updated to highlight planned developer trails in a different color from City-funded trails.

**ii. Discussion Regarding Modifying Regulations 17.64.060, Residential Zone. Presented by Cody Mitchell, Building Official.**

Building Official, Cody Mitchell presented the Staff Report regarding Modifying Regulations for multiple accessorial uses in the R-1-10 Singe-Family Residential Zone. Section 17.64.060 covers all accessorial uses including detached garages, sheds, pools, and greenhouses, but offers limited guidance on these structures. For example, the only current language that exists for swimming pools is found in Item B, which states, "No building or swimming pool shall be in any easement without City approval." Conversely, Item B(1) addresses carports and awnings and specifies height, location, and side setbacks, but provides no guidance on rear setbacks. Mr. Mitchell indicated that a resident in an R-1-10 zone called to ask how many chickens would be allowed in her yard, but he could not find any regulations related to backyard chickens. He asked Deputy City Recorder, Selena Nez for assistance, and she indicated that they were covered by an older, now-deleted Ordinance.

Mr. Mitchell asked for the City Council's guidance on how they would like to proceed with updating Section 17.64.060 and indicated that language was drafted in 20022 regarding detached garages and sheds, but there is currently no draft that includes pools, greenhouses, and other structures. He asked if they should consider all accessorial uses as a whole like the current Ordinance or add language related to specific uses, as well as if regulations regarding domestic animals, livestock, and fowl should be re-established.

In response to a question from Council Member Shakespeare, Mr. Mitchell stated that there are challenges with the entire Ordinance as written. It governs all accessorial uses that are eligible for a reduced setback, and as such it should contain language to guide the Building Department through that process. Currently, there is distinct language prohibiting accessory structures in the side yard of a corner lot, but nothing that would prohibit a swimming pool in that area or even in a front yard. In response to a question from Mayor Rosenberg, Mr. Mitchell indicated that the City has adopted the International Pool and Spa Code, which states that if a pool is protected by a rated pool cover, it does not require a fence.

Council Member Shakespeare stated that it would make sense to perform a comprehensive review and update the entire Code section, including moving swimming pool regulations to a separate subchapter.

Mr. Mitchell noted that carports are currently restricted to a maximum height of 10 feet and are allowed within two feet of a side yard setback. Residents often build carports to cover recreational vehicles that are much taller than the 10-foot limit, so while specific requirements for these structures exist, they may be too strict. Other Modifying Regulations are similar throughout all zones, but they lack the necessary content.

In response to a question, it was indicated that the sections regarding livestock and fowl may have been removed in error and not at the direction of the City Council. In response to a question from Planning and Economic Development Director, Jim McNulty, Mr. Mitchell clarified that there are currently no rules regarding any animals, including pets, in the Modifying Regulations. For example, there are no current regulations regarding how many large dogs or total pets someone can have.

Mr. Mitchell asked for the Council's guidance on requests for pools in front yards, particularly in tiered lots where the best view is from the front yard, and noted that pool fencing requirements could be addressed in the new Pool Ordinance. The Council discussed communities that currently allow pools in front yards, the challenge of allowing taller fences around front-yard pools but not front yards without pools, and whether it would be practical to allow them at all. Mr. Mitchell will research the issue and begin working on the amendments, and then bring them back for discussion at a future Work Meeting.

**iii. Discussion Regarding Power Sales Contract for Two New Natural Gas Power Plants. Presented by Gary Hall, Power Director.**

Power Director, Gary Hall presented the Staff Report and indicated that power from the two natural gas plants will replace the Carbon Free Power Project ("CFPP"). Utah Associated Municipal Power Systems ("UAMPS") did an Integrated Resource Plan ("IRP") that suggested some peaking plants and as a combined cycle plant be added to their portfolio.

The peaking plant is a 200-megawatt natural gas plant with reciprocating engines that is expected to begin operation in 2029. Santa Clara will have an approximately four-megawatt subscription to that plant. Pricing will fluctuate. If it operates 20% of the time, the cost is estimated at $167 per megawatt or $0.16 per kilowatt. They anticipate the peaking plant to run approximately 40%, at an estimated cost of $112 per megawatt. The combined cycle plant is a 360-megawatt plant that is expected to begin commercial operations in 2031. If it operates 40% of the time, the cost is estimated to be $90 per megawatt. It is expected to operate at 75%, at which point the cost will decrease to $69 per megawatt.

Council Member Shakespeare asked for clarification on the peaking plant. Mr. Hall stated that they will have the option to run the peaking plant as needed, but it is designed for use during peak hours. The IRP indicated the need for more peaking ability to accommodate larger loads, as well as additional baseload capacity.

In response to a question from Council Member Waite, Mr. Hall confirmed that the peaking plant would help meet the future requirement for 115% load availability, but they currently only need to be at 100%. The plant will only run when needed. Any seasonal power fluctuations would be handled by UAMPS, including potentially selling surplus on the market. However, the City's projected summer load need in 2031 is 24 megawatts. The two need gas plants, in addition to wind and thermal plants, will only generate approximately 22 megawatts by that time.

Mr. Hall stated that the two natural gas plants are the only realistic choice to replace the CFPP. Future projects include Fremont Solar, additional capacity for Horse Butte Wind, Uinta Wind, and

two geothermal plants. Those plants will be owned by other companies, whereas the natural gas plants will be owned by UAMPS. UAMPS will bond for their construction and the City will not incur costs until it begins receiving utility bills for the power they generate. If the subscription level does not reach 85% or the maximum cost of service will be too high, the project management committee will have the option to terminate the project or reduce the size of the plants. Mr. Hall noted that the City Council would vote on the contract at that evening's regular meeting.

**iv. Discussion Regarding Town Hall Meetings. Presented by Lance Haynie, Government Affairs Director.**

Government Affairs Director, Lance Haynie presented the topic of town hall meetings for discussion. His recommendation was that the City Council consider holding meetings about specific items rather than town halls. He believed meetings like the one held earlier that day regarding the pickleball courts allow residents to voice their opinions in a more straightforward manner. However, Washington County also uses an effective and engaging open house format for town halls that the Council may wish to consider. Commissioners speak with different groups in an informal way that is driven by residents' questions rather than based on an agenda.

Council Member Waite stated that he attended a town hall meeting at the library that was dominated by election issues. When there is not a specific issue to cover, the conversation can be taken over by a specific group.

Council Member Shakespeare indicated that many of the breakout sessions at the National League of Cities ("NLC") Summit in Tampa, Florida were related to communication issues. For example, the public comment portion of City Council meetings is often dominated by the same people every time, which can discourage other residents from speaking up. He believed the meeting about the pickleball courts showed that they could hold public meetings in an effective way.

Council Member Waite stated that Ivins City has done topic-specific Town Halls that are led by the mayor, and Saint George has meetings in different areas of the city where all department heads are present to answer questions. He sees the pros and cons of both approaches. Council Member Shakespeare stated that it would be important to have both department heads and the City Council present, but he believes it would be more productive if the meetings were on specific topics.

Mayor Rosenberg asked if an agenda and quorum would be required if all City Council Members were present at a town hall meeting. Mr. Haynie had been unsure how to resolve that concern last time. If the meetings are split, residents may speak with one Council member but not have representation from others. However, if all Council members are present, it is considered a public hearing. Council Member Shakespeare stated that it could be broken up so that only two Council members were present. Mayor Rosenberg referred to the meeting held on Vineyard Drive where he, two Council members, and Staff were in attendance, and residents were invited to discuss that specific subject. The meeting about the pickleball courts included him, Staff, and residents, and he believed the meeting stayed on topic and they reached a good resolution. He prefers meetings on specific subjects because they are more productive, focus on relevant issues, and can be scheduled quickly. Mr. Haynie agreed that it would be better to hold meetings as issues arise rather than regularly scheduling open houses.

Council Member Hinton asked how invitees would be determined. Mayor Rosenberg gave the example of the Power Cost Adjustment, where anyone with a power bill would receive an invitation. In response to a question from Council Member Hinton, Mr. Haynie reported that Ivins City holds meetings that are led by the mayor. Police Chief, Jaron Studley clarified that the meetings are held on specific topics. Two Council members participate in a panel discussion about the specific topic, and other Council members are available to answer questions about other topics after the panel discussion concludes.

Council Member Shakespeare stated that a discussion topic at the NLC Summit was about sending written responses as follow-up to comments made during public comment periods, and noted that often the Council does not respond to comments made during the public comment period. He agreed that meetings should be on specific topics and noted that often the residents who express their concerns can be encouraged to take the lead to solve the problem. He does not believe many meetings would be required.

Council Member Hinton indicated that Mayor Bruno in Springdale holds a monthly brown bag lunch that any resident can attend. She suggested implementing something similar that the Mayor and Council could take turns hosting. She also liked the idea of holding specific, prepared meetings with department heads and small groups of residents.

Mayor Rosenberg indicated that any issues the Council believes would benefit from a meeting should be brought up with the Council and Mr. Haynie so a meeting could be scheduled.

**3. <u>Staff Reports.</u>**

Police Chief, Jaron Studley reported on the following:

- An Attempted Homicide charge will be filed in relation to a domestic assault case at the Red Mountain Resort. Sergeant Bate responded to the call.
- He thanked Council Member Hinton for recognizing Seargent Bate's contribution to women's leadership.
- Officer Hines has completed Field Training Officer training.
- There were 537 total calls in October, 198 of which were from Santa Clara.

Government Affairs Director, Lance Haynie reported on the following:

- They are making a lot of progress on the Transit Room Tax and expect to see movement on it in the next legislative session. The meeting with the Governor's office regarding the tax is being rescheduled.

Parks Director, Ryan VonCannon reported on the following:

- Repairs to the Glockenspiel's north door and motor are scheduled for later in the week, and it should be in operation prior to the December 6, 2024 event.

- The WeatherTRAK irrigation controller conversion has begun at the cemetery. The master valve and flow sensor have been installed, and 38 decoders will be installed beginning the following day. They will begin work on the City Hall controllers next.
- A grant workshop will be held on November 21, 2024, from 9:00 a.m. to 11:00 a.m.
- The two open positions have been filled, so they are now fully staffed.
- Wreaths Across America will be held on December 14, 2024 at 10:00 a.m. The school band will not be in attendance as they have a conflicting event.

Power Director, Gary Hall reported on the following:

- Fall maintenance has been completed at the Veyo Power Plant, and the pumps have been replaced.
- Tree Trimming is ongoing, and lights should be installed by the following week.
- Les Catterson was hired to fill the empty lineman position, so the department is now fully staffed.
- The turbo for Generator 4 was scheduled for installation the following Monday. Once Generator 4 is operational, they will begin replacing the heads on Generator 3. The heads were covered under warranty. Generator 1 has been running well.
- Once the numbers are tabulated, he will provide information to the Council on how much power was generated over the summer season and the resulting cost savings.

Public Works Director, Dustin Mouritsen reported on the following:

- Vineyard Drive Phase 3 is almost complete. They need to finish one retaining wall and install a chain link fence.
- Curb, gutter, and sidewalk are being installed on Vernon Street.
- The new shop at the City Yard is framed, and they are now hanging sheeting and insulation.
- The ADA ramps and pedestrian buttons have been installed at the intersection of Red Mountain Road and Pioneer Parkway. Once it is connected to UTOPIA Fiber, the project will be complete.
- Public Works Staff recently completed the State-mandated lead and copper inventory on all pre-1990 City and customer service lines, and no lead service lines were found.
- Well 7 has been turned off for the winter. The pumps for Wells 6 and 7 will be replaced and the motor rebuilt prior to turning them back on next year.
- Washington County Water Conservancy District is refunding all excess water surcharges collected prior to September 2024. Santa Clara will receive $83,000 to use toward water conservation projects.
- They recently purchased a rover to locate utilities in the City.
- The problem with the left turn signal from Red Mountain Road onto Pioneer Parkway was corrected that morning.

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Fire Chief, Dan Cazier reported on the following:

- The new ambulance is in Salt Lake City for repairs due to damaged mounting brackets. The new mounting brackets were received damaged, so they are awaiting more replacements. The repair is covered under warranty.
- Santa Clara Elementary School toured a station the previous week.
- The burn season will likely be extended through the winter. Burn permits are required and are issued daily based on the current burn index, but anyone with an agricultural designation is allowed to burn all year without a permit.
- The Fire Department won the annual Battle of the Badges Chili Cookoff on November 2, 2024. Proceeds from the event benefit the Washington County Children's Justice Center.
- The Fire Prevention Month event was held the last week of October, and approximately 100 people attended the pancake breakfast. There were extrication and dumpster fire demonstrations.
- The State requests that the Fire Department participate in fuels mitigation projects yearly. In return for meeting a dollar value goal, they do not bill for any fire events that require State or national assistance. The department recently completed a project in Kayenta where they burned 20 to 30 piles of invasive trees. He will update the Council regarding future projects.
- Their monthly battalion chief drill involved decontamination of a hazmat scene.

Building Official, Cody Mitchell reported on the following:

- The Point is scheduled to be turned over on December 13, 2024.
- The plan for the building next to Harmon's is in review, but they have been allowed to begin some underground work prior to the Planning Commission review of a Site Plan Amendment. It will be a Meraki Greek Grill, and they would like to include outdoor seating. The general contractor is Jeff Chapman.

Planning and Economic Development Director, Jim McNulty reported on the following:

- They will be meeting with Black Desert to discuss future phases.

## 4. Adjournment.

The City Council Work Meeting adjourned at 5:42 p.m.

_____
Chris Shelley
City Recorder

Approved: _____

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# City of Santa Clara
## Check Register
## All Bank Accounts - 11/19/2024 to 11/19/2024

| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account | Activity Code |
|---|---|---|---|---|---|---|---|---|
| APPARATUS EQUIPMENT & SERVI | 71613 | 24-IV-1219 | 11/19/2024 | 11/19/2024 | 405.25 | TOWING CHARGES | 104230-254 - WILDLAND EQUIPMENT | |
| | | | | | **$405.25** | | | |
| CIVICPLUS | 71614 | 301597 | 11/14/2024 | 11/19/2024 | 4,470.69 | SOCIAL MEDIA ARCHIVING/ACCT. ACTIVATION- J | 104130-310 - IT SERVICES | |
| | | | | | **$4,470.69** | | | |
| FELLER ENTERPRISES | 71615 | PROJECT #4 - P | 11/18/2024 | 11/19/2024 | 89,743.31 | PROJECT 4 NEW SHOP @ YARD | 484100-320 - ENGINEERING SERVIC | |
| FELLER ENTERPRISES | 71615 | PROJECT #4 - P | 11/18/2024 | 11/19/2024 | 89,743.32 | PROJECT 4 NEW SHOP @ YARD | 535310-975 - ELECTRIC IMPACT FEE | |
| | | | | | $179,486.63 | | | |
| | | | | | **$179,486.63** | | | |
| HIXON, CURTIS & MICAH | 71616 | Refund: 1084206 | 11/14/2024 | 11/19/2024 | 127.71 | Refund: 1084206 - HIXON, CURTIS & MICAH | 531311-000 - ACCOUNTS RECEIVABL | |
| | | | | | **$127.71** | | | |
| IVINS CITY | 71617 | 235201819 #3 | 11/18/2024 | 11/19/2024 | 285.00 | RESTITUTION CHECK #3 MARCO ANTONIO ALE | 102560-000 - BAIL & RESTITUTION | |
| | | | | | **$285.00** | | | |
| LERNER, JEFFREY | 71618 | Refund: 2001299 | 11/19/2024 | 11/19/2024 | 114.23 | Refund: 2001299 - LERNER, JEFFREY | 531311-000 - ACCOUNTS RECEIVABL | |
| | | | | | **$114.23** | | | |
| MOUNT OLYMPUS WATERS (1385 | 71619 | 10221385 092724 | 09/27/2024 | 11/19/2024 | 6.41 | COOLER RENT & 5 GAL WATERS SEPTEMBER 2 | 104230-260 - BUILDING MAINTENAN | |
| MOUNT OLYMPUS WATERS (1385 | 71619 | 10221385 092724 | 09/27/2024 | 11/19/2024 | 110.14 | COOLER RENT & 5 GAL WATERS SEPTEMBER 2 | 104240-260 - BUILDING MAINTENAN | |
| MOUNT OLYMPUS WATERS (1385 | 71619 | 10221385 092724 | 09/27/2024 | 11/19/2024 | 152.88 | COOLER RENT & 5 GAL WATERS SEPTEMBER 2 | 104410-260 - BUILDING MAINTENAN | |
| MOUNT OLYMPUS WATERS (1385 | 71619 | 10221385 092724 | 09/27/2024 | 11/19/2024 | 209.84 | COOLER RENT & 5 GAL WATERS SEPTEMBER 2 | 104130-260 - BUILDING MAINTENAN | |
| MOUNT OLYMPUS WATERS (1385 | 71619 | 10221385 092724 | 09/27/2024 | 11/19/2024 | 209.84 | COOLER RENT & 5 GAL WATERS SEPTEMBER 2 | 104510-260 - BUILDING MAINTENAN | |
| MOUNT OLYMPUS WATERS (1385 | 71619 | 10221385 102724 | 10/27/2024 | 11/19/2024 | 26.18 | COOLER RENT & 5 GAL WATERS OCTOBER 202 | 104230-260 - BUILDING MAINTENAN | |
| MOUNT OLYMPUS WATERS (1385 | 71619 | 10221385 102724 | 10/27/2024 | 11/19/2024 | 51.46 | COOLER RENT & 5 GAL WATERS OCTOBER 202 | 104410-260 - BUILDING MAINTENAN | |
| MOUNT OLYMPUS WATERS (1385 | 71619 | 10221385 102724 | 10/27/2024 | 11/19/2024 | 52.96 | COOLER RENT & 5 GAL WATERS OCTOBER 202 | 104130-260 - BUILDING MAINTENAN | |
| MOUNT OLYMPUS WATERS (1385 | 71619 | 10221385 102724 | 10/27/2024 | 11/19/2024 | 68.45 | COOLER RENT & 5 GAL WATERS OCTOBER 202 | 104240-260 - BUILDING MAINTENAN | |
| MOUNT OLYMPUS WATERS (1385 | 71619 | 10221385 102724 | 10/27/2024 | 11/19/2024 | 144.89 | COOLER RENT & 5 GAL WATERS OCTOBER 202 | 104510-260 - BUILDING MAINTENAN | |
| | | | | | $1,033.05 | | | |
| | | | | | **$1,033.05** | | | |
| NORTH STAR RESTORATION CO. | 71620 | 2976 | 11/19/2024 | 11/19/2024 | 27,684.00 | BLOCK MATERIALS & LABOR / GARAGE ROLL U | 104510-730 - IMPROVEMENTS | |
| | | | | | **$27,684.00** | | | |
| SUNRISE ENGINEERING, INC. | 71621 | 147868 | 11/19/2024 | 11/19/2024 | 90.00 | PROFESSIONAL ENGINEERING | 484200-320 - ENGINEERING SERVIC | |
| SUNRISE ENGINEERING, INC. | 71621 | 147868 | 11/19/2024 | 11/19/2024 | 300.00 | PROFESSIONAL ENGINEERING | 515110-320 - ENGINEERING SERVIC | |
| SUNRISE ENGINEERING, INC. | 71621 | 147868 | 11/19/2024 | 11/19/2024 | 350.00 | PROFESSIONAL ENGINEERING | 104240-320 - ENGINEERING | |
| SUNRISE ENGINEERING, INC. | 71621 | 147868 | 11/19/2024 | 11/19/2024 | 867.00 | PROFESSIONAL ENGINEERING | 525210-975 - SEWER IMPACT FEE E | |
| SUNRISE ENGINEERING, INC. | 71621 | 147879 | 11/19/2024 | 11/19/2024 | 2,705.00 | STORM WATER MASTER PLAN UPDATE | 525210-975 - SEWER IMPACT FEE E | |
| | | | | | $4,312.00 | | | |
| | | | | | **$4,312.00** | | | |
| SYMBOL ARTS | 71622 | 0501843 | 11/19/2024 | 11/19/2024 | 145.00 | CHIEF'S BADGES | 104230-135 - UNIFORMS | |
| | | | | | **$145.00** | | | |
| TRI-STATE ELECTRIC AND UTILITY | 71623 | 2466 | 11/19/2024 | 11/19/2024 | 39,306.20 | RED MTN & PIONEER PKWY SIGNAL | 484100-320 - ENGINEERING SERVIC | |
| | | | | | **$39,306.20** | | | |
| UTILITY FINANCIAL SOLUTIONS, L | 71624 | 10389UFS | 11/09/2024 | 11/19/2024 | 3,588.75 | 2024 RATE & FINANCIAL PROJECTION STUDY | 535310-370 - PROFESSIONAL SERVI | |
| | | | | | **$3,588.75** | | | |
| VAOIFI, ALEXANDER VAELOTO | 71625 | 245200908 | 11/18/2024 | 11/19/2024 | 65.00 | BAIL BOND REFUND | 102560-000 - BAIL & RESTITUTION | |
| | | | | | **$65.00** | | | |

# City of Santa Clara
## Check Register
## All Bank Accounts - 11/19/2024 to 11/19/2024

| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account | Activity Code |
|---|---|---|---|---|---|---|---|---|
| WASHINGTON COUNTY SOLID WA | 71626 | 2158978 | 11/19/2024 | 11/19/2024 | 199.48 | COM SOD/DIRT/TILE | 545410-415 - STORM DRAIN CLEANI | |
| | | | | | **$199.48** | | | |
| WASHINGTON COUNTY SOLID WA | 71627 | 173953 | 11/19/2024 | 11/19/2024 | 14,127.60 | OCTOBER 2024 GARBAGE & RECYCLE | 103445-000 - RECYCLING CHARGE | |
| WASHINGTON COUNTY SOLID WA | 71627 | 173953 | 11/19/2024 | 11/19/2024 | 40,396.80 | OCTOBER 2024 GARBAGE & RECYCLE | 104430-311 - SOLID WASTE DISPOS | |
| | | | | | $54,524.40 | | | |
| | | | | | **$54,524.40** | | | |
| WESTERN UNITED ELECTRIC SU | 71628 | 6128301 | 11/19/2024 | 11/19/2024 | 211.80 | STAND OFF BRACKETS | 535310-466 - POWER LINES/POLES/ | |
| | | | | | **$211.80** | | | |
| | | | | | **$315,959.19** | | | |

# City of Santa Clara
## Check Register
## All Bank Accounts - 11/27/2024 to 11/27/2024

| Payee Name | Reference Number | Invoice Number | Invoice Ledger Date | Payment Date | Amount | Description | Ledger Account | Activity Code |
|---|---|---|---|---|---|---|---|---|
| AJ CONSTRUCTION | 71657 | 8310 | 11/19/2024 | 11/27/2024 | 8,932.91 | SC CITY 1/2 PORTION OF ESTIMATED COSTS O | 484100-730 - IMPROV OTHER THAN | |
| APPARATUS EQUIPMENT & SERVI | 71658 | 24-IV-1219 | 11/19/2024 | 11/27/2024 | 405.25 | TOWING CHARGES | 104230-254 - WILDLAND EQUIPMENT | |
| BURROW, CHRIS | 71659 | 241200109 | 11/14/2024 | 11/27/2024 | 79.62 | INTERPRETER SVCS 11-14-24 | 104120-330 - LEGAL SERVICES | |
| CHILD SUPPORT SERVICES | 71660 | 11-29-24 873789 | 11/27/2024 | 11/27/2024 | 206.77 | CASEY-C000873789 PAY PERIOD 11/29/2024 | 102595-000 - GARNISHMENTS PAYA | |
| CITY OF ST. GEORGE - MISC | 71661 | 15186 | 11/26/2024 | 11/27/2024 | 47,054.66 | SHAC DEFICIT BILLING FY24 | 104510-372 - SAND HOLLOW ACQ C | |
| D. IRONWORKS | 71662 | 3355 | 11/11/2024 | 11/27/2024 | 8,775.00 | TEAR OUT AND REMOVAL OF EXISTING RAILS | 494510-730 - PARKS IMPROVEMENT | |
| DEPARTMENT OF HEALTH | 71663 | 25H5000253 | 10/29/2024 | 11/27/2024 | 7,187.30 | AMBULANCE ASSESSMENT SFY 2025 Q1 | 104230-250 - OPERATING SUPPLIES | |
| FREEDOM MAILING SERVICES, IN | 71664 | 49011 | 10/29/2024 | 11/27/2024 | 2,158.67 | BILL PROCESSING | 104130-370 - PROFESSIONAL SERVI | |
| GCS BILLINGS | 71665 | 556 | 10/31/2024 | 11/27/2024 | 4,071.00 | OCTOBER 2024 BILLING SVCS | 104230-370 - PROFESSIONAL SERVI | |
| HUMANA CLAIM OFFICE /, RECOV | 71666 | S18077000-01 | 11/21/2024 | 11/27/2024 | 612.44 | CLAIM #820242610059295 AMBULANCE REFUND | 103426-000 - AMBULANCE SERVICE | |
| MAXWELL PRODUCTS, INC | 71667 | INV6899 | 11/26/2024 | 11/27/2024 | 24,243.21 | ELASTOFLEX 670 (ZIPBOX) | 104410-410 - CRACK SEALING M&S | |
| MEHR'S GARAGE DOORS INC. | 71668 | 58712 | 11/26/2024 | 11/27/2024 | 125.00 | SERVICE CALL | 104230-260 - BUILDING MAINTENAN | |
| RECKNAGLE, STUART | 71669 | S17366016-01 | 11/21/2024 | 11/27/2024 | 102.81 | AMBULANCE REFUND - INSURANCE PAID IN FU | 103426-000 - AMBULANCE SERVICE | |
| SLADEN D MARKHAM, LLC | 71670 | 10707 | 11/26/2024 | 11/27/2024 | 1,400.31 | UNIT WT-31 2005 INTERNATIONAL 7400 6X4 SE | 104230-253 - REPAIRS & MAINTENA | |
| TOP GUN AIR SYSTEMS | 71671 | 17806 | 11/21/2024 | 11/27/2024 | 921.14 | SERVICE CALL - FIRE DEPT VEHICE | 104230-260 - BUILDING MAINTENAN | |
| WERNER, JACE | 71672 | 191200101 | 11/25/2024 | 11/27/2024 | 150.00 | BAIL & RESTITUTION | 102560-000 - BAIL & RESTITUTION | |
| WESTERN UNITED ELECTRIC SU | 71673 | 6127877 | 10/31/2024 | 11/27/2024 | 427.60 | CANT HOOK FOR BACKYARD MACHINE | 535310-250 - OPERATING SUPPLIES | |
| HEALTHEQUITY | ACH | PR112724-10533 | 11/27/2024 | 11/27/2024 | 30.00 | Family HSA | 102255-000 - HSA-HEALTH EQUITY P | |
| HEALTHEQUITY | ACH | PR112724-10533 | 11/27/2024 | 11/27/2024 | 195.00 | Single HSA | 102255-000 - HSA-HEALTH EQUITY P | |
| | | | | | $225.00 | | | |
| | | | | | **$107,078.69** | | | |

***Mayor***
*Rick Rosenberg*

***City Manager***
*Brock Jacobsen*

CITY OF SANTA CLARA
FOUNDED 1854

***City Council***
*Jarett Waite*
*Ben Shakespeare*
*Christa Hinton*
*David Pond*
*Janene Burton*

# CITY COUNCIL

**Meeting Date:** 11/Dec/24 **Agenda Item:** 1

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**Applicant:** N/A **Requested by:** Dustin Mouritsen

**Subject:** Tuacahn Wash Culvert Upsize

**Description:**

Discussion and consider approval for the design of the Tuachan Wash culvert upsize project.

**Recommendation:** Approval **Attachments:** N/A

**Cost:** N/A

**Legal Approval:** Yes

**Finance Approval:** Yes

**Budget Approval:** Yes

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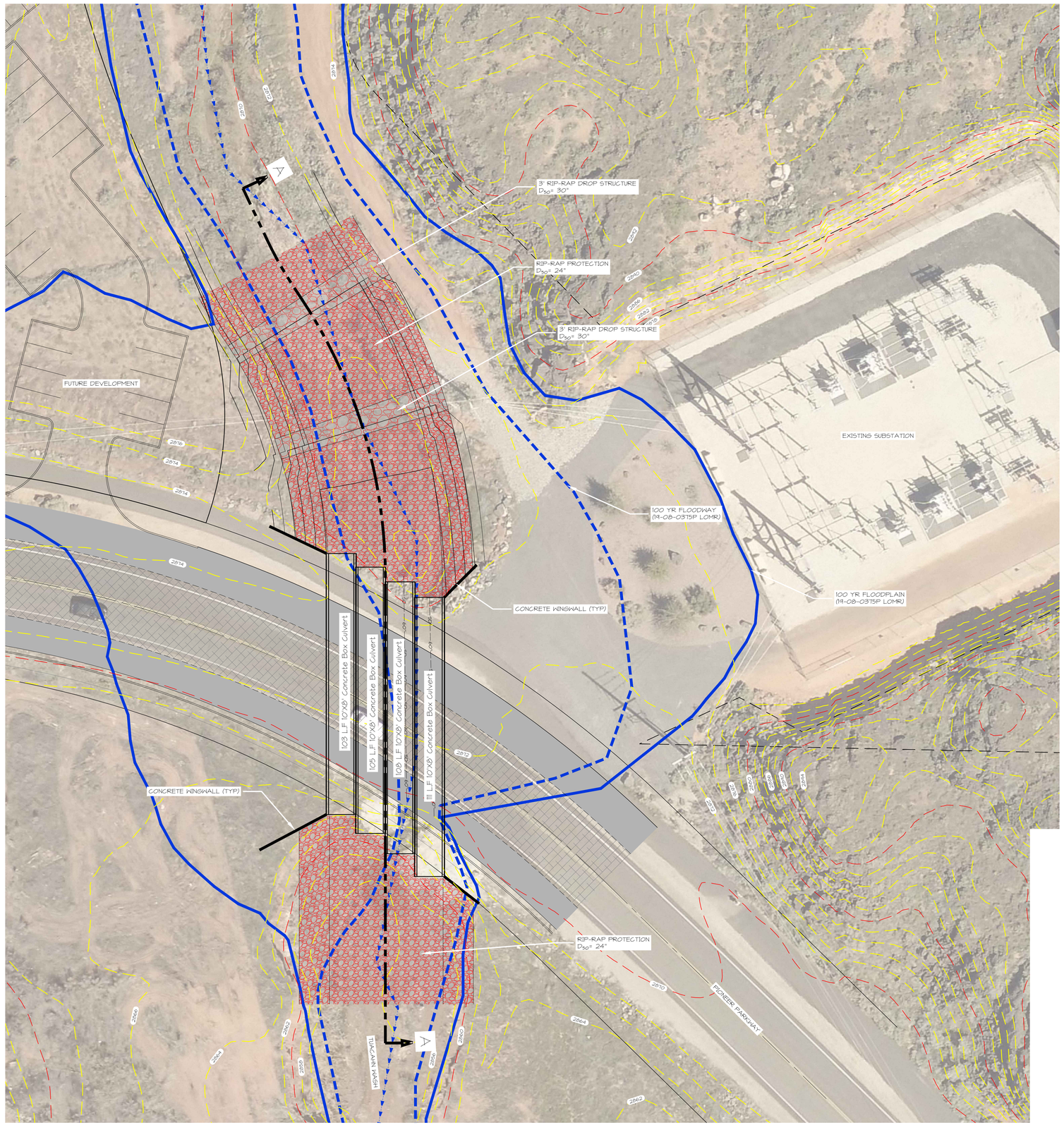
*2603 Santa Clara Drive, Santa Clara, Utah 84765*

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




## EARTHWORK VOLUMES:

| | |
|---|---|
| 1,394 | (C) CU. YD. CUT |
| 0 | (F) CU. YD. FILL |
| 1,394 | (C) CU. YD. NET |

THE EARTHWORK CUT AND FILL VOLUMES SHOWN ON THIS PLAN ARE BASED SOLELY ON THE VOLUME DIFFERENCES BETWEEN TWO DIGITAL TERRAIN MODELS (DTMS), OR SURFACES. THE EXISTING GROUND SURFACE AND THE PROPOSED FINISHED GRADE SURFACE. THIS IS PRESENTED FOR REFERENCE ONLY AS THE FIRST STEP IN THE PROCESS OF PERFORMING THOROUGH EARTHWORK CALCULATIONS AND IT DOES NOT REFLECT OR REPRESENT A FINAL ESTIMATE OF ACTUAL EARTH TO BE MOVED. UPON REVIEW OF THE GEOTECHNICAL REPORT, THE CONTRACTOR RESPONSIBLE FOR EXCAVATION SHALL ACCOUNT FOR OVER-EXCAVATION, SCARIFYING, AND ADJUSTMENT TO SUB-GRADE FOR ALL IMPROVEMENTS INCLUDING LANDSCAPING, BULKING AND/OR SHRINKAGE OF MATERIAL, IMPORT OF BEDDING MATERIAL AND OTHER MATERIALS, EXCAVATION AND COMPACTION OF UTILITY TRENCHES, AND OTHER FACTORS TO MAKE A FINAL DETERMINATION OF THE TOTAL EARTHWORK REQUIRED FOR THE PROJECT. IN SOME CASES ADDITIONAL CONSULTATIONS WITH THE GEOTECHNICAL ENGINEER AND CIVIL ENGINEER MAY BE REQUIRED.

## LEGEND

- EXISTING 2' CONTOUR
- EXISTING 10' CONTOUR
- PROPOSED 2' CONTOUR
- PROPOSED 10' CONTOUR
- PROPOSED RIP-RAP

## QUANTITIES

1. RIP RAP $D_{50}$ 30 INCH = 760 CU. YDS.
2. RIP RAP $D_{50}$ 24 INCH = 2,695 CU. YDS.
3. 428 L.F. 8FT X 10FT CONCRETE BOX CULVERT

0 20' 40'
SCALE: 1"=20'

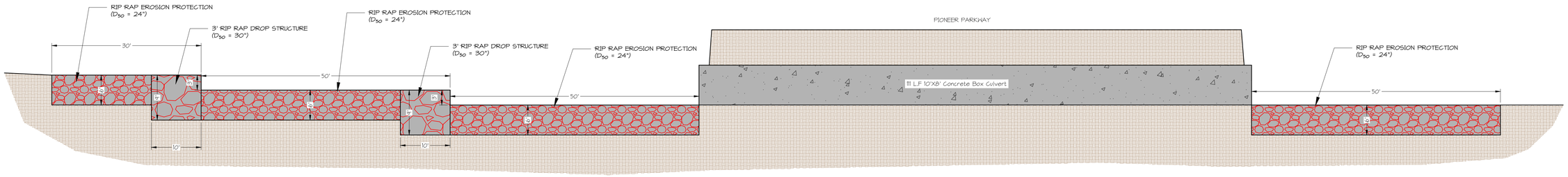
DATE: 5-26-22
JOB NO.: 12454-22-005
DESIGNED BY: RJW
CHECKED BY: JAB
DWG: CROSSING

REVISIONS
DATE

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive, Suite
A-2 St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
www.racivil.com

# PIONEER PARKWAY CROSSING REPLACEMENT
FOR
# SANTA CLARA CITY
SANTA CLARA
UTAH

SHEET
1
1 OF 2 SHEETS




PIONEER PARKWAY CROSSING REPLACMENT (SECTION A-A)

SCALE 1"=10'

## RIP-RAP CONSTRUCTION NOTES (DROP STRUCTURES)

1. AVERAGE ROCK SIZE, D50=30". USE ANGULAR-SHAPED ROCK FREE FROM CRACKS, OVERBURDEN, SHALE, WITH A MINIMUM DENSITY OF 156 LB. PER CUBIC FT. (SPECIFIC GRAVITY = 2.50), WITH THE BREADTH OR THICKNESS OF A SINGLE STONE NOT LESS THAN ONE THIRD ITS LENGTH. FURNISH ROCK GRADED AS INDICATED IN THE TABLE. ALL ROCK RIP-RAP SHALL BE INSPECTED BY THE ENGINEER PRIOR TO INSTALLATION AND PLACING COVER MATERIAL.
2. FILTER FABRIC SHALL BE MIRIFI 180 N 8 OZ. NON WOVEN GEO-TEXTILE OR APPROVED EQUAL. FABRIC SHALL BE PLACED AS SHOWN HEREON AND INSTALLED ACCORDING TO MANUFACTURE'S INSTRUCTIONS. CARE SHALL BE TAKEN TO PREVENT FABRIC FROM TEARING DURING ROCK PLACEMENT.
3. CONTRACTOR SHALL FILL VOIDS IN RIP-RAP EROSION PROTECTION WITH SEDIMENT UP TO 3FT ABOVE THE LOW FLOW RIVER WATER LEVEL USING WATER JETTING OR OTHER APPROVED METHODS. ALL ROCK RIP-RAP SHALL BE INSPECTED BY THE ENGINEER PRIOR TO SEDIMENT PLACEMENT.
4. ALL UNSUITABLE VEGETATION AND WOODY DEBRIS MATERIAL SHALL BE REMOVED FROM THE WORK AREA AND DISPOSED OF PROPERLY OFFSITE.
5. RIP-RAP EROSION PROTECTION REPAIR TERMINATION LOCATIONS TO BE VERIFIED BY ENGINEER BASED ON FIELD CONDITIONS.

| ROCK GRADATION | |
|---|---|
| D100 | 48" |
| D75 | 36" |
| D50 | 30" |
| D25 | 18" |
| MIN | 6" |

## RIP-RAP CONSTRUCTION NOTES (EROSION PROTECTION)

1. AVERAGE ROCK SIZE, D50=24". USE ANGULAR-SHAPED ROCK FREE FROM CRACKS, OVERBURDEN, SHALE, WITH A MINIMUM DENSITY OF 156 LB. PER CUBIC FT. (SPECIFIC GRAVITY = 2.50), WITH THE BREADTH OR THICKNESS OF A SINGLE STONE NOT LESS THAN ONE THIRD ITS LENGTH. FURNISH ROCK GRADED AS INDICATED IN THE TABLE. ALL ROCK RIP-RAP SHALL BE INSPECTED BY THE ENGINEER PRIOR TO INSTALLATION AND PLACING COVER MATERIAL.
2. FILTER FABRIC SHALL BE MIRIFI 180 N 8 OZ. NON WOVEN GEO-TEXTILE OR APPROVED EQUAL. FABRIC SHALL BE PLACED AS SHOWN HEREON AND INSTALLED ACCORDING TO MANUFACTURE'S INSTRUCTIONS. CARE SHALL BE TAKEN TO PREVENT FABRIC FROM TEARING DURING ROCK PLACEMENT.
3. CONTRACTOR SHALL FILL VOIDS IN RIP-RAP EROSION PROTECTION WITH SEDIMENT UP TO 3FT ABOVE THE LOW FLOW RIVER WATER LEVEL USING WATER JETTING OR OTHER APPROVED METHODS. ALL ROCK RIP-RAP SHALL BE INSPECTED BY THE ENGINEER PRIOR TO SEDIMENT PLACEMENT.
4. ALL UNSUITABLE VEGETATION AND WOODY DEBRIS MATERIAL SHALL BE REMOVED FROM THE WORK AREA AND DISPOSED OF PROPERLY OFFSITE.
5. RIP-RAP EROSION PROTECTION REPAIR TERMINATION LOCATIONS TO BE VERIFIED BY ENGINEER BASED ON FIELD CONDITIONS.

| ROCK GRADATION | |
|---|---|
| D100 | 48" |
| D75 | 30" |
| D50 | 24" |
| D25 | 12" |
| MIN | 6" |

DATE: 5-26-22
JOB NO.: 12454-22-005
DESIGNED BY: RWN
CHECKED BY: JWB
DWG: CROSSING

REVISIONS DATE

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
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PIONEER PARKWAY CROSSING REPLACEMENT
FOR
SANTA CLARA CITY
SANTA CLARA
UTAH

SHEET
2
2 OF 2 SHEETS

CRS IS NOW Horrocks.

4246 S Riverboat Rd STE 200. Salt Lake City, UT 84123
o. 801.359.5565. f. 801.359.4272. crsengineers.com | horrocks.com

October 7, 2024

Dustin Mouritsen
Public Works Director
Santa Clara City
dmouritsen@sccity.org

Re: Proposal for Pioneer Parkway Culvert Replacement in Santa Clara City

Dear Dustin:
We are pleased to provide you a proposal to upsize the culverts on Pioneer Parkway and extend them upstream and downstream to accommodate future road widening. Since this project is located within a FEMA floodplain and floodway, tasks have been proposed to achieve compliance with floodplain regulations, including a no-rise analysis and follow-up LOMR. We will complete the preliminary design, data collection, no-rise analysis, stream alteration permitting, final design, final bid package, bidding support and limited construction management support scope on a time and materials basis not to exceed **$42,773.** Future tasks, which include as-built plans with survey and FEMA LOMR application, can be provided for an additional fee which is estimated in the attached fee exhibit. The tasks are described as follows:

**Task 1 – Project Kickoff**. We will meet via video conference with Santa Clara City to kick off the project. We will discuss the schedule, scope items, and Horrocks's approach to the work. We believe that a successful project starts will clear expectations for communication, deadlines, and deliverables.

**Task 2 – Data Collection.** Horrocks will collect key topographic and site features in a field survey and a base map will be created that includes floodplain and floodway boundaries, LiDAR topography, and field survey data.

Assumptions:

- Our understanding is that there are no wet or dry utilities in Pioneer Parkway, so our scope does not include a utilities investigation.

**Task 3 – Preliminary Design and No-Rise Analysis**. Since the project is located in a FEMA floodplain with floodway, the culverts will be sized to convey the 100-year Flood Insurance Rate (FIS) flows (at a minimum). Per Santa Clara City municipal code and federal regulations, any construction in the floodway requires a no-rise analysis to demonstrate that the new construction does not cause any rise in the water surface elevation. In order to meet this requirement, Horrocks will obtain the effective HEC-RAS model (we understand that Santa Clara has access to this model) and modify it to represent the design terrain and replacement culverts/wing walls. We will size the culverts appropriately and provide all documentation required for the no-rise analysis and compliance with Santa Clara's NFIP program. Please note that hydraulic modeling is essential to size the culverts in this situation due to the presence of a floodway and the requirement to demonstrate that the water surface elevation has no rise. A more simplified HY-8 or culvert capacity analysis will not adequately address the water surface elevation.

A pre-design memo will be prepared that includes the results of culvert sizing, culvert type and material, staging and traffic control recommendations, impacts to the Lava Flow Trail, cut and fill analysis, a desktop hazards assessment, and preliminary construction cost estimate.

Deliverables:

- Pre-design memo
- Modified effective HEC-RAS model
- Documentation of no-rise analysis to meet Santa Clara's floodplain regulations

Assumptions:

- A CLOMR will not be required because the replacement culverts will be sized to convey the FIS flows with no rise to the water surface elevation.
- Horrocks will have access to the effective 1D HEC-RAS model. We believe this is reasonable since the most recent LOMR was completed fairly recently in 2019.
- Hydrologic analysis is not included – flow rates from the effective Flood Insurance Study will be used to size the culverts.
- This task does not include any submittals to FEMA.

**Task 4 – Stream Alteration Permit.** Horrocks will prepare and submit the Joint Stream Alteration Permit Application to the Utah State Engineer's Office and US Army Corps of Engineers (USACE) with the required site location map, design drawings, photographs, restoration plan, and narrative. This culvert replacement/extension project fits the basic parameters of the Joint Application, including less than 300' of impacts to the stream length.

Please note that there is a potential that the USACE will require a separate Nationwide Permit for this project, depending on whether jurisdictional wetlands exist at the location and if the final design includes widening the channel and/or filling wetland areas. If USACE declines to approve the joint permit, additional work will be required to complete a wetland delineation, biological and cultural assessments, and preparation of the Nationwide Permit application. We anticipate that the impact to wetlands, if any, could be limited to less than 1/10 of an acre so that compensatory mitigation will likely not be required.

Our approach will be to submit the joint application early enough in the project timeline so that there is adequate time to get the Nationwide Permit if needed (not included in fee). We anticipate approximately an 18-week (4.5 month) timeframe on this path (the joint application review time period is 30 days, and Horrocks will need 4-6 weeks to prepare all assessments and Nationwide Permit application review time is 60 days).

Deliverables:

- Join Stream Alteration Permit Application

Assumptions:

- The Stream Alteration Permit fee ($2,000) will be paid directly by Santa Clara City.
- This task does not include a Nationwide Permit application. If this is becomes necessary, Horrocks can provide wetland delineation, biological and cultural assessments and prepare the Nationwide Permit application to the USACE for an additional fee.

**Task 5 – Final Design.** We will prepare a design to increase the capacity of the existing culvert conveyance to convey the 1% annual chance (100-year) flow under Pioneer Parkway without causing a rise in the base flood elevation. We expect that construction will be completed as an open cut through Pioneer Parkway and we will extend the culverts on either side to accommodate widening of the road in the future by others. Our design will consider potential impacts to stream banks and erosion control, scour analysis, removal and reconstruction of the roadway cut, bank stabilization, existing vegetation, and the nearby Lava Flow Trail. We will submit progress submittals at 60% and 90% design, giving a week of review time to Santa Clara City and following up with a design review meeting at each milestone.

Deliverables:

- 60% design that will include site plan, plan and profile sheets, cost estimate.

- 90% design submittal that will include full plan sets with site plan, survey control, plan and profile sheets, detail sheets, cost estimate and technical specifications.

Assumptions:

- The design will not include any new roadway features or changes – only replacement of the road back to existing grades.
- A geotechnical analysis is not included. The replacement pavement section will match existing.
- There are no utilities in Pioneer Parkway.

**Task 6 – Bid Package and Bidding Support.** Horrocks will prepare the bid package, including final design plans and project manual with Santa Clara City's front-end bidding and contracting documents combined with the technical specifications. We will attend the pre-bid meeting, review bids, answer bidder questions, prepare up to two addenda, prepare a bid tabulation and letter of recommendation for award of contract.

Deliverables:

- Bidding package with plans, specifications, bidding and contract documents
- Pre-bid meeting agenda
- Bid tabulation
- Letter of recommendation for award of contract

Assumptions:

- Santa Clara will advertise to contractors.

**Task 7 – Limited Construction Management Support.** Horrocks will provide construction management to support the efforts that Santa Clara will perform internally. We will provide review of payment applications, review of contractor material submittals, preparing up to two change orders, and responses to contractor RFIs.

Deliverables:

- Submittal log and reviews
- Up to two change orders prepared
- Responses to contractor RFIs
- Contractor payment application reviews and recommendations

Assumptions:

- No field construction observation or documentation will be provided.
- If more than two change orders arise, then Horrocks *may* need additional fee and will coordinate with Santa Clara City for a contract modification.

**Task 8 – Future Task – As-Built Plans and Survey.** At the conclusion of construction, Horrocks will, upon request, perform as-built survey and prepare detailed as-built plans. Survey data gathered will include detailed topographic changes especially as it relates to the stream channel and will collect the new stream structure data per the very specific FEMA data capture standards in preparation for this information to be used to obtain a LOMR (separate task).

Deliverables:

- As-built survey points
- As-built plans

**Task 9 – Future Task – FEMA LOMR Application.** To meet the requirements of Santa Clara City's municipal code and federal floodplain regulations, Horrocks will prepare an application for a Letter of Map Amendment to modify the floodplain and floodway boundaries in the project area to reflect the changes made after construction is complete. We anticipate that the floodplain inundation area will be reduced and some areas slated for future development may be removed from the floodplain.

Horrocks will use a duplicate effective HEC-RAS model as the basis for the hydraulic analysis and update it with changes to the terrain and stream structures (information gathered in the task described previously).

Horrocks will prepare the LOMR application using the FEMA Online LOMC (Letter of Map Change) web portal. We will include a project report narrative, applicable MT-2 forms, certified topographic workmap with tie-ins to the effective elevations at the upstream and downstream ends of the revised reach, annotated FIRM, as-built plans certified by a registered Professional Engineer, preparation and documentation of legal notices, hydraulic analysis including HEC-RAS models, and GIS database.

It is difficult to anticipate what level of effort will be required to resolve FEMA's comments, so we have estimated what we expect it will take to resolve two typical rounds of FEMA comments and responses. Should additional revisions be required beyond this or if the comments require significantly more effort to address, Horrocks will work with Santa Clara City to determine the cost of additional revisions through contract modification.

Deliverables:

- Initial LOMR application submitted through FEMA web portal
- Comments from FEMA addressed with a comment resolution form

Assumptions:

- Santa Clara City will pay the LOMR application fee (approximately $8,000) via the FEMA Online LOMC web portal.
- Additional fee may be necessary to fully address FEMA's review comments, though we have included two typical rounds of comment resolution.

---

Please let us know if this proposed work and cost is amenable to you. We are happy to meet with you to review the scope if that would be helpful. We look forward to working with Santa Clara City.

**Sincerely,**
**Horrocks LLC**

Katie Jones, PE, CFM
Project Manager

File: PUT-10174-24

Attachments:

1. Exhibit A – Fee Estimate

# Proposed Hours and Fee

Pioneer Parkway Culvert Replacement for Santa Clara City

CRS IS NOW Horrocks.

| Task | Description | Mark Chandler, PE Principal | Katie Jones, PE Project Manager | Joe Anderson, PE QC | Ryan McCleod, PE Local Design Support | Jake Neimann Staff Engineer H & H | Trent Martinez Staff Engineer Design | Daniel Reynolds GIS Specialist | Survey Tech/ 1 Man Crew | Survey 2-Man Crew | Expenses | Total Hours | Total Dollars |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | $349 | $240 | $240 | $198 | $143 | $143 | $162 | $168 | $260 | | | |
| **BASE TASKS** | | | | | | | | | | | | | |
| 1 | **Project Kickoff** | | | | | | | | | | | | |
| | Kickoff meeting (Ryan McCleod in-person, other team members virtual) | 1 | 2 | | 1 | 1 | 1 | | | | | 6 | $1,313 |
| 2 | **Data Collection and Base Map** | | | | | | | | | | | | |
| | Survey | | 1 | | 2 | 2 | | | 2 | 10 | $190.40 | 17 | $4,048 |
| | Base map preparation | | | | | | 8 | | | | | 8 | $1,144 |
| 3 | **Preliminary Design and No-Rise Analysis** | | | | | | | | | | | | |
| | Size culverts using hydraulic model | | 2 | | | 8 | | | | | | 10 | $1,624 |
| | Preliminary design memo | | 2 | 2 | | | 8 | | | | | 12 | $2,104 |
| | Documentation of no-rise analysis | | 2 | | | 12 | | | | | | 14 | $2,196 |
| 4 | **Stream Alteration Permit** | | | | | | | | | | | | |
| | Preparation and submittal of permit | | 2 | | | 8 | 8 | | | | | 18 | $2,768 |
| 5 | **Final Design** | | | | | | | | | | | | |
| | 60% design submittal | | 4 | | | | 16 | | | | | 20 | $3,248 |
| | 90% design submittal | | 4 | 4 | 2 | | 24 | | | | | 34 | $5,748 |
| | Cost estimates | | 1 | 1 | | | 4 | | | | | 6 | $1,052 |
| | Technical specifications | | 2 | | | | 12 | | | | | 14 | $2,196 |
| | Review meetings with City (virtual) | | 4 | | | | 4 | | | | | 8 | $1,532 |
| 6 | **Bid Package and Bidding Support** | | | | | | | | | | | | |
| | Final bidding package - 100% | | 4 | | | | | | | | | 4 | $960 |
| | Pre-bid meeting | | 2 | | 2 | | 2 | | | | | 6 | $1,162 |
| | Bidder question responses and addenda (2) | | 4 | | | | 8 | | | | | 12 | $2,104 |
| | Review bids and recommend award | | 1 | | 4 | | 2 | | | | | 7 | $1,318 |
| 7 | **Limited Construction Management Support** | | | | | | | | | | | | |
| | Pay app, submittals, RFIs | | 4 | | 2 | | 20 | | | | | 26 | $4,216 |
| | Change order preparation (2) | | 4 | | 4 | | 16 | | | | | 24 | $4,040 |
| **Base Tasks Total Hours** | | **1** | **45** | **7** | **17** | **31** | **133** | **0** | **2** | **10** | | **246** | **-** |
| **Base Tasks Total Dollars** | | **$349** | **$10,800** | **$1,680** | **$3,366** | **$4,433** | **$19,019** | **$0** | **$336** | **$2,600** | **$190** | **-** | **$42,773** |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **FUTURE TASKS** | | | | | | | | | | | | | |
| 8 | **Future Task- As-Built Plans and Survey** | | | | | | | | | | | | |
| | As-built survey | | 1 | | | | 4 | | 4 | 10 | $190.40 | 19 | $4,274 |
| | Prepare as-built plan set | | | 2 | | | 12 | | | | | 14 | $2,196 |
| 9 | **Future Task - FEMA LOMR Application** | | | | | | | | | | | | |
| | Hydraulic modeling | | 8 | | | 24 | | | | | | 32 | $5,352 |
| | Report and MT-2 application forms | | 4 | | | 24 | | | | | | 28 | $4,392 |
| | Mapping | | 2 | | | 4 | | 8 | | | | 14 | $2,348 |
| | Property owner notices | | 1 | | | 4 | | 2 | | | $100.00 | 7 | $1,236 |
| | Initial submittal | | 6 | | | 8 | | | | | | 14 | $2,584 |
| | Two rounds of comment resolution with FEMA | | 12 | | | 32 | | 8 | | | | 52 | $8,752 |
| **Future Tasks Total Hours** | | **0** | **34** | **2** | **0** | **96** | **16** | **18** | **4** | **10** | | **525** | **-** |
| **Future Tasks Total Dollars** | | **$0** | **$8,160** | **$480** | **$0** | **$13,728** | **$2,288** | **$2,916** | **$672** | **$2,600** | **$290** | **-** | **$31,134** |

*For tasks contracted in the future, rates may change from those listed here.

BOWEN COLLINS & ASSOCIATES

20 NORTH MAIN, SUITE 107 • ST. GEORGE, UTAH 84770
TEL: (435) 656-3299 • FAX: (435) 656-2190

November 8, 2024

E-MAIL

Dustin Mouritsen
Public Work Director
Santa Clara City
3979 Santa Clara Drive
Santa Clara, Utah 84765

**Subject: Proposal for Pioneer Parkway Culvert Replacement Project**

Dear Dustin:

Santa Clara City (City) owns and maintains existing culverts on Tuacahn Wash under Pioneer Parkway in the city. From our understanding, these culverts are undersized and create a floodplain on the upstream property during large flooding events on the wash. This upstream area is planning to be developed, and the City is looking at replacing the existing culverts with four (4) 10'x8' reinforced box culverts (RBC) to help improve flood conveyance capacity, reduce the upstream floodplain, and mitigate erosion downstream of the culvert. The City has asked Bowen Collins & Associates (BC&A) to provide a proposal to provide design, bidding, and limited construction management services for the development of this project.

In accordance with your request, this letter has been prepared for your review and consideration. Below is a scope of services and an associated fee for BC&A to provide design, bid, and limited construction period services for the project.

## PROPOSED SCOPE OF SERVICES

### TASK 1 – DESIGN PERIOD SERVICES

**Task 1-1: Project Kick-off Meeting and Project Management.** BC&A will prepare for and attend a kickoff meeting with City personnel to discuss the goals, scope, and schedule of the project. The kickoff meeting will also be used to further define the design criteria. As part of this task, BC&A will also manage the project including scheduling, coordination with subconsultants, managing and processing payment requests and subconsultant invoices, and all other work needed to manage the project.

**Task 1-2: Progress and Coordination Meetings.** BC&A will prepare for and attend two (2) coordination meetings with the City during the design of the project along with meetings at the 30-, 60-, and 90-percent complete design stages of the project. Information regarding the project and other available data obtained during design will be reviewed with City personnel during these meetings.

**Task 1-3: Collect and Review Existing Information.** BC&A will coordinate with personnel from the City to collect and review existing information that pertains to the project. This may include the right-of-way documents and property information, design drawings and specifications for the existing

utilities, existing utility GIS shapefiles from the City in the area, and existing contour mapping along the project corridor. BC&A will also collect the existing hydraulic river model and associated GIS databases to utilize for the hydraulic analysis.

**Task 1-4: Field Reconnaissance and Survey.** BC&A will perform field reconnaissance at the culvert replacement site. This reconnaissance will be provided to verify locations of utilities and document existing conditions in the project area. BC&A will use new digital aerial photography as the base mapping for the project obtained by the project surveyor. A field survey will be completed at the site. The field survey will locate surface features, known utility locations, depths of pipes at existing manholes, and will collect topographic information. Project survey control benchmarks will be set on the site with this task.

**Task 1-5: Geotechnical Investigation.** It is our understanding that the geotechnical concerns at the project location include sandy subsurface with high groundwater. There is also potential for expansive blue clay. To help mitigate these geotechnical concerns, BC&A will retain the services of AGEC Inc., a local geotechnical firm, to provide a geotechnical subsurface investigation for the project. We are proposing two (2) geotechnical boreholes to 20-foot depths (one on each side of the crossing). Samples will be collected, and laboratory testing will be completed including mechanical gradations and Atterberg Limits, collapse/swell tests, in-situ moisture content and density of soil, and soil corrosivity (i.e. soil resistivity, pH, and soluble sulfate content). Information obtained as part of this investigation will be documented in a geotechnical investigation report which will include recommendations for excavation, support, groundwater removal, bedrock excavation, site materials, and compaction.

**Task 1-6: Hydraulic Evaluation.** BC&A will utilize the existing US Army Corps of Engineer's HEC-RAS hydraulic modeling previously developed to size erosion control facilities and size the culverts. The roadway and culverts are located in a mapped FEMA special flood hazard area (Zone AE). We have assumed that the proposed work will result in a no-rise floodplain condition. BC&A will prepare a "No Rise" letter for the City records. FEMA map revisions are not included in our proposed scope of services. If the City decides to proceed with applying for Map revisions, we can amend our scope of services accordingly.

**Task 1-7: Final Design.** BC&A staff will prepare design drawings for the Pioneer Parkway Culvert Replacement Project. Specific technical design drawings will be prepared and, where possible, BC&A will reference City standard drawings and details. We will develop additional special provisions and drawings where needed. Our budgetary cost estimate has been prepared assuming that there will be 21 design drawings required for this project as listed in Attachment A.

**Task 1-8: Contract Documents.** BC&A staff will prepare electronic contract documents (PDF format) for the 60- and 90-percent design submittals, including drawings and specifications for review. We will use BC&A's current general conditions, bidding, and contract legal documents. We will use City standard specifications, where possible, and supplement them with additional BC&A technical specifications, if needed. After receiving review comments from the City, we will prepare a 100-percent complete design submittal for the City's review. Once all comments are addressed, final electronic bidding/contract documents will be prepared for the project.

**Task 1-9: Permits.** BC&A will assist Santa Clara City in obtaining the following permits needed for construction of the project:

- Utah State Stream Alteration Permit Application

- U.S. Army Corps of Engineers Nationwide Permit 14

Both the State and U.S. Army Corps of Engineers (USACE) require permitting for any work in jurisdictional waterways such as stream channels. Often this can be accomplished through a joint PGP10 permit for both agencies, however the USACE requires separate permitting if any wetland impacts are anticipated. Based on initial observations, it appears that wetlands are likely present in the channel and as such may require a separate USACE Nationwide Permit 14 for Linear Transportation. BC&A will conduct a wetland delineation to confirm the presence or absence of wetlands and if they are observed, will proceed with USACE permitting. As a federal agency, the USACE permit must include a wetland delineation report, plus a threatened and endangered species (TES) effects analysis and a cultural resources clearance and report. At this time, it is assumed that no TES suitable habitat is present so a full biological assessment and species-specific surveys will not be required. This will be confirmed during the site visit. BC&A will prepare both permits and the necessary supporting resource reports. There is no application fee associated with a USACE permit, but the $500 application fee for the State Stream Alteration Permit is included in this task.

**Task 1-10 Engineer's Opinion of Probable Construction Cost.** BC&A staff will prepare an opinion of probable construction cost (OPCC) for the project at the 30-percent preliminary stage of the project and at the 90-percent complete stage of the project. These OPCCs will be developed to help determine budgeting and phasing for construction.

## TASK 2 – BID PERIOD SERVICES

Our fee estimate for bid period services has been developed assuming that a single bid package will be prepared for the project. We have also assumed that the bid period will be four weeks long. BC&A will complete the following subtasks associated with the bid period services:

**Task 2-1: Pre-Bid Meeting.** BC&A will prepare for and attend a pre-bid meeting with the potential bidders. It has been assumed the meeting will last up to two hours and will include a site visit.

**Task 2-2: Addenda/Drawing Revisions.** BC&A staff will answer questions from potential bidders regarding the contract documents. BC&A will also prepare clarifications and addenda, if required.

**Task 2-3: Bid Opening and Evaluation.** BC&A staff will attend the bid opening with the City and general contractors. BC&A will also prepare a bid summary and letter evaluating the bids and recommending award of the construction contract.

## TASK 3 – CONSTRUCTION PERIOD SERVICES

Our cost estimate for the construction period services has been prepared assuming that BC&A will manage the construction management team and provide project coordination for an anticipated 90-day construction period. BC&A will complete the following subtasks associated with the construction period services associated with the project.

**Task 3-1: Pre-Construction Meeting.** BC&A will prepare for and attend a pre-construction meeting with the selected general contractor, Santa Clara City, and others as needed. It has been assumed that this meeting will last two hours and will include a site visit.

**Task 3-2: Submittals, RFI, CO, Payment Requests.** BC&A will review submittals provided by the general contractor, review requests for information (RFIs), review and prepare project change orders, and will review and recommend contractor's payment requests.

**Task 3-3: Weekly Progress Meetings.** BC&A will prepare for and attend weekly on-site progress meetings with the general contractor, Santa Clara City, and others as needed.

**Task 3-4: Construction Observation.** BC&A has assumed that Santa Clara City will complete the construction observation for the project. If BC&A is requested to assist the City with observation, we will bill the City for the time worked based on the current hourly rates.

**Task 3-5: Record Drawings and Data.** Construction record drawings will be prepared by BC&A using information and redlines provided by the general contractor. These drawings will be provided to Santa Clara City in pdf and AutoCAD format. Also, all other data (ie. spreadsheets, models, calculations, word documents, etc.) used to develop the design and manage construction of this project will be provided to the City in an editable format.

## PROPOSED PROJECT SCHEDULE

Based upon coordination with Santa Clara City it is understood that the design of this project will need to be completed within the 2024-2025 fiscal year. We will commit to completing the design by June 30, 2025. It is assumed that the bid period for the project will last 30 days and that the construction period will last 90 days.

## BUDGETARY ASSUMPTIONS/EXCLUSIONS

Our fee estimate has been prepared with the following budgetary assumptions.

1. The City will provide utility potholing for the project, if required.
2. No property acquisition or easement will need to be obtained.
3. Except for the State Stream Alteration permit fee of $500, the City will pay all other permitting fees from permitting agencies.
4. Per conversation with the City, no floodplain development or FEMA CLOMRs or LOMRs will be required with this scope of services.
5. Storm Water Pollution Prevention Plan (SWPPP) will be the responsibility of the Contractor to prepare and implement.
6. Construction surveying and staking is not included.
7. No City TRC review will be required for the project.
8. A current hydraulic model for the wash will be provided by the City.

## COST SUMMARY

We have also tabulated estimated man-hours and costs to complete each task outlined in the previously defined scope of services. As presented in Attachment B, we propose to complete the scope of services for each task on a time and expense basis, for a not-to-exceed upper limit of $130,532.

We are willing to negotiate the scope of work, schedule, and fee if there is something in this proposal that does not meet your needs. We have enjoyed working with Santa Clara City on previous projects and are very interested in continuing to provide engineering services on this project. Please call if you have any questions or if you need additional information.

Sincerely,

BOWEN COLLINS AND ASSOCIATES

Clinton Merrell, P.E., C.F.M.
Principal

Enc: Attachments

Cc: Todd Olsen – BC&A

# ATTACHMENT A
# Pioneer Parkway Culvert Replacement Project
# Santa Clara City

**Estimated Drawing Sheet Count**

*Last Updated: 11/8/24*

BOWEN COLLINS & ASSOCIATES

| No. | Sheet No. | Drawings |
|---|---|---|
| 1 | G-01 | Title Page, Project Location, Index of Drawings, & Vicinity Map |
| 2 | G-03 | Abbreviations |
| 3 | G-04 | Symbols and Legend |
| 4 | G-05 | General Notes |
| 5 | G-06 | JUC Notes |
| 6 | G-07 | Key Sheet, Staging, Survey Control |
| 7 | C-01 | Plan View - 1 |
| 8 | C-02 | Profile - 1 |
| 9 | C-03 | Cross Sections - 1 |
| 10 | C-04 | Cross Sections - 2 |
| 11 | GC-01 | Civil Details - 1 |
| 12 | GC-02 | Civil Details - 2 |
| 13 | GC-03 | Civil Details - 3 |
| 14 | L-01 | Landscape Plan |
| 15 | GL-01 | Landscape Details |
| 16 | S-01 | Cast-In-Place Reinforced Box Culvert Section |
| 17 | S-02 | Reinforced Box Culvert Headwall Plan and Sections |
| 18 | GS-01 | General Structural Notes |
| 19 | GS-02 | General Structural Details - 1 |
| 20 | GS-03 | General Structural Details - 2 |

**ATTACHMENT B**

**Pioneer Parkway Culvert Replacement Project**

**Santa Clara City**

**Engineering Man-hours and Fee Estimate**

11/8/2024

| | | Office | | Engineers | | | | | | Subtotal Hours | Subtotal Labor | Subtotal Expenses | *Expenses* | | | | | Total Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | *Mileage* | *Permitting* | *Survey* | *Cultural* | *Geotech* | |
| | Labor Category | Account | Editor | Enviro | Struct. | Staff | PE | PM | PIC | | | | | | | | | |
| | Staff | Snow | Hilbert | Davis | Smoot | Clymore | Nielson | Merrell | Olsen | | | | | | | | | |
| **Task** | **Task Description** | | | | | | | | | | | | | | | | | |
| **TASK 1 - DESIGN PERIOD SERVICES** | | | | | | | | | | | | | | | | | | |
| 1-1 | Project Kick-off Meeting and Project Management | 1 | | | | | 6 | 16 | 5 | 28 | $ 5,173 | $ 12 | $ 12 | | | | | $ 5,185 |
| 1-2 | Progress and Coordination Meetings | | | | | | 4 | 15 | 3 | 22 | $ 4,142 | $ 84 | $ 84 | | | | | $ 4,226 |
| 1-3 | Collect and Review Existing Information | 1 | | | | 4 | 8 | 4 | 1 | 18 | $ 2,825 | $ - | | | | | | $ 2,825 |
| 1-4 | Field Reconnaissance and Survey | | | | | | 7 | 5 | 1 | 13 | $ 2,242 | $ 5,117 | $ 12 | | *$ 5,105* | | | $ 7,359 |
| 1-5 | Geotechnical Investigation | 1 | | | 2 | | 2 | 4 | | 9 | $ 1,483 | $ 5,940 | | | | | *$ 5,940* | $ 7,423 |
| 1-6 | Hydraulic Evaluation | | | | | 12 | 6 | 6 | 1 | 25 | $ 3,854 | $ - | | | | | | $ 3,854 |
| 1-7 | Final Design | 1 | | | 80 | 56 | 50 | 26 | 5 | 218 | $ 33,597 | $ 24 | $ 24 | | | | | $ 33,621 |
| 1-8 | Contract Documents | | 10 | | 10 | | 10 | 6 | 2 | 38 | $ 5,778 | $ - | | | | | | $ 5,778 |
| 1-9 | Permits | | | 80 | | | | 2 | 2 | 84 | $ 13,460 | $ 5,950 | $ 450 | *$ 500* | | *$ 5,000* | | $ 19,410 |
| 1-10 | Engineer's Opinion of Probable Construction Cost | | | | | 4 | 8 | 4 | 2 | 18 | $ 2,944 | $ - | | | | | | $ 2,944 |
| | **Design Sub-Total** | **4** | **10** | **80** | **92** | **76** | **101** | **88** | **22** | **473** | **$ 75,498** | **$ 17,127** | ***$ 582*** | ***$ 500*** | ***$ 5,105*** | ***$ 5,000*** | ***$ 5,940*** | **$ 92,625** |
| **TASK 2 - BID PERIOD SERVICES** | | | | | | | | | | | | | | | | | | |
| 2-1 | Pre-Bid Meeting | 1 | | | | | 3 | 5 | | 9 | $ 1,515 | $ 12 | $ 12 | | | | | $ 1,527 |
| 2-2 | Addenda/Drawing Revisions | | | | 6 | 4 | 10 | 4 | 1 | 25 | $ 3,966 | $ - | | | | | | $ 3,966 |
| 2-3 | Bid Opening and Evaluation | | | | | 2 | | 3 | 1 | 6 | $ 1,056 | $ 12 | $ 12 | | | | | $ 1,068 |
| | **Bid Period Sub-Total** | **1** | **0** | **0** | **6** | **6** | **13** | **12** | **2** | **40** | **$ 6,537** | **$ 24** | ***$ 24*** | ***$ -*** | ***$ -*** | ***$ -*** | ***$0*** | **$ 6,561** |
| **TASK 3 - CONSTRUCTION PERIOD SERVICES** | | | | | | | | | | | | | | | | | | |
| 3-1 | Pre-Construction Meeting | 1 | | | | | 3 | 4 | | 8 | $ 1,323 | $ 12 | $ 12 | | | | | $ 1,335 |
| 3-2 | Submittals, RFI, CO, Payment Requests | | | | 6 | 14 | 48 | 19 | 4 | 91 | $ 14,586 | $ - | | | | | | $ 14,586 |
| 3-3 | Weekly Progress Meetings | 1 | | | | | | 52 | 2 | 55 | $ 10,519 | $ 146 | $ 146 | | | | | $ 10,665 |
| 3-4 | Construction Observation | | | | | | | | | 0 | $ - | $ - | | | | | | $ - |
| 3-5 | Record Drawings and Data | | | | | | 25 | 5 | | 30 | $ 4,760 | $ - | | | | | | $ 4,760 |
| | **Construction Period Sub-Total** | **2** | **0** | **0** | **6** | **14** | **76** | **80** | **6** | **184** | **$ 31,188** | **$ 158** | ***$ 158*** | ***$ -*** | ***$ -*** | ***$ -*** | ***$0*** | **$ 31,346** |
| | ***TOTAL HOURS*** | ***7*** | ***10*** | ***80*** | ***104*** | ***96*** | ***190*** | ***180*** | ***30*** | ***697*** | | | | | | | | |
| | ***TOTAL COST NOT TO EXCEED*** | | | | | | | | | | **$113,223** | **$ 17,309** | **$ 764** | **$ 500** | **$ 5,105** | **$ 5,000** | **$ 5,940** | **$ 130,532** |

Expenses include:

10% Markup on other project related expenses

No Geotech. $7,500
No Army Co. Permit $1,000

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS

# AGREEMENT
## FOR PROFESSIONAL SERVICES

CLIENT **City of Santa Clara**
**Dustin Mouritsen**
2603 Santa Clara Drive
Santa Clara, UT 84765

ENGINEER **Rosenberg Associates**
352 East Riverside Drive, Suite A-2
St. George, UT 84790

PROJECT **12454-24-015**
Pioneer Road Tuacahn Wash Crossing
Santa Clara, UT

EFFECTIVE DATE February 2, 2024

THIS IS AN AGREEMENT between the above-named Client and Engineer. The Client's project, of which the Engineer's services are a part, is generally described as follows:

*Provide civil engineering and land surveying for design of a new crossing over Tuacahn Wash at Pioneer Road, located in Santa Clara, Utah. Work to also include engineering and survey support during project construction.*

The Client and the Engineer agree as follows:

**ARTICLE 1 – ENGINEER'S SERVICES**

1.1 Work Plan: The Engineer shall provide services outlined in the following Work Plan:

**WORK PLAN**

**120 BASE MAP:** Perform a field mapping survey to determine project topography and existing site features, including fences, trees, above ground utilities, structures, and adjacent roadway features. Prepare a project base map using the field survey and existing available project boundary and topographic information.

**142 FLOODPLAIN ASSESSMENT OF PROPOSED IMPROVEMENTS:** Evaluate floodplain impacts to the project study area due to road construction and culvert crossing.

10 Floodplain Analysis: Generate a HEC-RAS water surface profile model utilizing the field survey cross sections and project base mapping. Evaluate the model to determine the 100-year floodplain and floodway delineation based on proposed improvements.

20 Floodplain Drawings: Prepare drawings showing the channel cross-sections, the 100-year floodplain delineation, and the floodway delineation based on proposed improvements.

30 Assessment Report: Summarize floodplain assessment findings in a technical memorandum.

40 FEMA "No Rise" letter: Prepare FEMA "No Rise" letter as required by local ordinance.

**144 EROSION HAZARD ASSESSMENT:** Evaluate erosion hazard impacts to the project study area.

20 Erosion Hazard Analysis: Evaluate the hydraulic model to determine the water surface elevations, velocities, and local scour produced during the 100-year event along the project area and proposed crossing structure. Perform an erosion hazard analysis of the study reach to determine the level of protection provided by existing erosion protection improvements, evaluate erosion protection options and alternatives, and recommend additional improvements to mitigate impacts to the project from the 100-year flood event.

30 Erosion Hazard Drawings: Prepare erosion hazard exhibits to include the project site plan, typical erosion protection cross sections, and details.

80 Opinion of Cost: Prepare an opinion of probable construction costs based on the typical cross-section and assumed project length.

90 Assessment Report: Summarize erosion hazard assessment in a technical memorandum.

**260 CIVIL CONSTRUCTION PLANS:** Research, evaluate, design, and develop project civil construction plans for the elements listed below. Review completed plans with the Client.

20 Grading and Drainage: Prepare a grading and drainage plan for the project site to show existing and proposed contours, and cross-sections. Correlate design with the drainage study. Determine earthwork quantities.

22 Erosion Control: Prepare an erosion control plan and related details to mitigate flood damage to proposed site improvements located adjacent to or on the 100-year floodplain and through the Gap Wash crossing structure, based on the recommendations of the erosion hazard assessment.

24 Storm Water Mitigation: Prepare a storm water mitigation plan document and preliminary design plans to illustrate the methods and procedures proposed to control and eliminate storm water pollution sources during construction. *Work excludes the preparation of a Storm Water Pollution Prevention Plan (SWPPP), which will be the responsibility of the construction contractor.*

28 Tuacahn Wash Culvert Crossing: Perform structural design and prepare drawings for a concrete culvert crossing to include foundation, apron, headwalls, wingwalls, and associated details.

30 Plan and Profile: Prepare horizontal and vertical alignment plans for the project street to include typical cross sections, construction notes, and details.

40 Utility: Prepare a project utility construction plan with existing utility information. Review plan design with the local utility service providers. *Utility mapping will be based upon information obtained from utility service providers.*

80 Opinion of Cost: Prepare an engineer's opinion of probable construction costs for the public infrastructure improvements as required by the local governing agency for bonding.

**261 PLAN REVIEWS:** Submit the construction plan package to the City and follow through with the staff review process. *The cost for this work is estimated, assuming one round of reviews with minor corrections, if needed. Actual cost will vary, and work will be invoiced based on the Engineer's hourly rate.*

**270 CONSTRUCTION CONTRACT DOCUMENTS:** Prepare material and construction specifications for the preliminary design plans. Prepare bidding documents and work agreement forms. Compile into a contract bidding package to include with the project general conditions and construction specifications.

**344 ENVIRONMENTAL PERMITTING:** Conduct a Section 404 consultation with the state and/or federal US Army Corps of Engineer representative. Complete a Section 404 Joint Use Permit Application and submit with the preliminary design plans to the reviewing agency for approval. Follow through with the review process. Prepare a floodplain development permit application to include with the approved final construction plans. *The cost does not include fees for a biological assessment or archeological evaluation, if required.*

**410 PROJECT BID AND CONTRACTOR SELECTION:** Assist the City in advertising for and obtaining bids for the project. Receive and process contractor deposits or charges for the bidding documents and maintain a record of prospective bidders. Attend the pre-bid conference and issue addenda to clarify, correct, or change the bidding documents.

Attend the bid opening, prepare bid tabulation sheets, and assist the City in evaluating the bids. Assemble the contractor bonding information. *The Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.*

**420 CONSTRUCTION ENGINEERING SUPPORT:** Provide engineering support during construction to attend coordination meetings, provide additional evaluations, evaluate field changes, review shop drawings, and provide other field support as directed by the Client. *The cost for this work is estimated based on a 90 day construction time period. Actual cost will vary, and work will be invoiced based on the Engineer's hourly rate.*

**430 GENERAL ADMINISTRATION OF THE CONSTRUCTION CONTRACT:** Consult with the Client and act as the Client's representative as provided in the project contract documents. Specific duties to include the following:

- Participate in the pre-construction conference.
- Process applications for payment.
- Verify the performance of inspections and tests required by the contract documents.
- Reject defective work as indicated by the Contract Documents.
- Recommend and process contractor change orders.
- Provide clarifications and interpretations of the contract documents
- Review shop drawings, samples, and other submittals which Contractor is required to submit, but only for conformance with the information given in the contract documents. *Such reviews and approvals or other action will not extend to the*

*contractor's means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto.*

- Review and approve substitutes and "or-equal" materials and equipment proposed by the contractor.
- Prepare the contractor's completion documents in accordance with the contract documents to obtain final payment.

Conduct the substantial completion and final completion process

**440 CONSTRUCTION SURVEYING:** Provide survey and staking for construction of the proposed project improvements.

10 Project Control: Establish project benchmarks and generate AutoCAD point sheets for all field staking work. *The Client will provide all project survey control, and will furnish the project drawings in electronic, AutoCAD format.*

20 Improvements: Provide stakes for proposed crossing, roadway, wingwalls, erosion protection.

30 As-Built Survey: Mark the location of the installed improvements required by the local governing agency for a drawing of record.

*Cost to stake proposed improvements is estimated and is dependent on the contractor who is awarded the project. Actual cost will vary, and work will be invoiced based on the Engineer's hourly rate.*

**520 DRAWING OF RECORD:** Incorporate field measurements of completed construction improvements into a drawing of record. Submit to the local governing agency.

The following services are not included in the Work Plan:

- Geotechnical investigation.
- Site landscape or irrigation construction plans.
- FEMA Conditional Letter of Map Revision (CLOMR).
- Environmental permitting does not include fees for a biological assessment or archeological evaluation. This will be provided by an outside Consultant at an additional cost if required by the State of Utah.
- Wetlands delineation.
- FEMA Letter of Map Revision (LOMR).

## ARTICLE 2 – FEES AND INVOICING

2.1 Fees: The Client shall pay the Engineer for the Engineer's services on a Lump Sum basis, except for work specifically noted in the Work Plan as being provided on an hourly-rate basis.

**BREAKOUT OF LUMP SUM FEE**

| | | | |
|---|---|---|---|
| **120** | **BASE MAP** | | **$2,700** |
| **142** | **FLOODPLAIN ASSESSMENT OF PROPOSED IMPROVEMENTS** | | **$10,200** |
| | 10 Floodplain Analysis | $4,500 | |
| | 20 Floodplain Drawings | $2,500 | |
| | 30 Assessment Report | $2,000 | |
| | 40 FEMA "No Rise" Letter | $1,200 | |
| **144** | **EROSION HAZARD ASSESSMENT** | | **$9,300** |
| | 20 Erosion Hazard Analysis | $3,500 | |
| | 30 Erosion Hazard Drawings | $2,500 | |
| | 80 Opinion of Cost | $800 | |
| | 90 Assessment Report | $2,500 | |
| **260** | **CIVIL CONSTRUCTION PLANS** | | **$29,800** |
| | 20 Grading and Drainage | $4,500 | |

| | | | | |
|---|---|---|---|---|
| | 22 Erosion Control | | $3,500 | |
| | 24 Storm Water Mitigation | | $1,500 | |
| | 28 Tuacahn Wash Culvert Crossing | | $14,000 | |
| | 30 Plan and Profile | | $3,500 | |
| | 40 Utility | | $2,000 | |
| | 80 Opinion of Cost | | $800 | |
| **261** | **PLAN REVIEWS** | *Invoiced on an hourly basis with an estimated cost of* | | **$2,500** |
| **270** | **CONSTRUCTION CONTRACT DOCUMENTS** | | | **$4,500** |
| **344** | **ENVIRONMENTAL PERMITTING** | | | **$12,000** |
| **410** | **PROJECT BID AND CONTRACTOR SELECTION** | | | **$3,000** |
| **420** | **CONSTRUCTION ENGINEERING SUPPORT** | *Invoiced on an hourly basis with an estimated cost of* | | **$4,800** |
| **430** | **GENERAL ADMINISTRATION OF THE CONSTRUCTION CONTRACT** | | | **$5,800** |
| **440** | **CONSTRUCTION SURVEYING** | | | **$8,900** |
| | 10 Project Control | *Invoiced on an hourly basis with an estimated cost of* | $1,200 | |
| | 20 Improvements | | $6,500 | |
| | 30 As-Built Survey | | $1,200 | |
| **520** | **DRAWING OF RECORD** | | | **$2,750** |
| **PROJECT TOTAL** | | | | **$96,250** |

2.1.1 *Breakout of Lump Sum Fee:* If a Breakout of Lump Sum Fee is included in this Agreement, the Engineer and the Client agree that the Breakout of Lump Sum Fee is an estimate only, and is not a guaranteed maximum fee or a billing cap; however, the Engineer shall not exceed the total estimated compensation amount of the Breakout of Lump Sum Fee unless agreed to by the Client. The Engineer may alter the estimated distribution of compensation in breakdown by phases and tasks set forth in the Breakout of Lump Sum Fee to be consistent with services actually rendered.

2.1.2 *Fee Exclusions:* The Client shall pay fees charged by governing agencies or others not specifically listed in the Cost Estimate or the Breakout of Lump Sum Fee that are required to complete the project services, such as government submittal fees, review fees, permit fees, title company charges, etc.

2.2 Fee Schedule: The Engineer's rates for Time and Materials billings are set forth in the following Fee Schedule. The Fee Schedule rates may be adjusted annually to reflect equitable changes in the compensation payable to the Engineer.

**FEE SCHEDULE**

| **ENGINEERING** | | |
|---|---|---|
| Principal Engineer 2 | hour | $200 |
| Principal Engineer 1 | hour | $175 |
| Project Engineer 3 | hour | $165 |
| Project Engineer 2 | hour | $145 |
| Project Engineer 1 | hour | $135 |
| Staff Engineer 2 | hour | $115 |
| Staff Engineer 1 | hour | $65 |

| | | |
|---|---|---|
| **DESIGN** | | |
| Designer 4 | hour | $145 |
| Designer 3 | hour | $140 |
| Designer 2 | hour | $105 |
| Designer 1 | hour | $95 |
| Drafter 3 | hour | $90 |
| Drafter 2 | hour | $80 |
| Drafter 1 | hour | $55 |
| **TECHNICIAN** | | |
| Technician 3 | hour | $135 |
| Technician 2 | hour | $105 |
| Technician 1 | hour | $80 |
| **SURVEY** | | |
| Land Surveyor 3 | hour | $180 |
| Land Surveyor 2 | hour | $150 |
| Land Surveyor 1 | hour | $130 |
| Survey Crew 1-Man | hour | $130 |
| Survey Crew 2-Man | hour | $170 |
| Survey Crew Drone | hour | $180 |
| **OTHER FEES** | | |
| Large Copies | sheet | $4.00 |
| Small Copies | sheet | $0.20 |
| Outside Services | invoice + 10% | |

2.3 Invoicing: The Engineer will generally prepare and submit its invoices to the Client on a monthly basis, or when work is complete if all work takes place within one month or less.

2.3.1 *Time and Materials Invoicing:* Invoices prepared in a time and materials format shall be an amount equal to the cumulative hours times hourly rates for each applicable staff type for services performed on the project, plus any applicable reimbursable expenses and outside consultant charges accumulated during the billing period.

2.3.2 *Lump Sum/Percent Complete Invoicing:* Invoices prepared in a lump sum/percent complete format shall be based on an estimated distribution of compensation as set forth in the Cost Estimate. The portion of the amount billed will be based upon the Engineer's estimate of the percentage of services completed during the billing period.

2.3.3 *Reimbursable Expenses or Outside Consultant Services Invoicing:* The amounts payable to the Engineer for outside reimbursable expenses or consultant services allocable to the project may be multiplied by a factor of 10% to account for the administration of such expenses and services.

2.4 Invoices Due: Invoices are due and payable within 30 days of receipt, or when work is complete if all work takes place within one month or less. Payment will be credited first to any interest owed to the Engineer and then to the principal. If the Client fails to make any payment due the Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

2.4.1 Amounts due the Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2.4.2 The Engineer may, after giving seven days written notice to the Client, suspend services under this Agreement until the Client has paid in full all amounts due for services, expenses, and other related charges. The Client waives any and all claims against Engineer for any such suspension.

2.5 Disputed Invoices: If the Client contests an invoice, the Client shall promptly advise the Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

## ARTICLE 3 – TIME SCHEDULE

3.1 The Engineer is authorized to begin rendering services as of the Effective Date and shall complete its obligations within a reasonable time.

3.1.1 The Client understands and acknowledges that elements outside the control of the Engineer may lengthen the project time, such as longer than anticipated staff reviews, scheduling conflicts with public hearings, extensions made by the public body, etc.

3.1.2 If, through no fault of the Engineer, such periods of time or dates are changed, or the orderly and continuous progress of the Engineer's services is impaired, or the Engineer's services are delayed or suspended, then the time for completion of the Engineer's services, and the rates and amounts of the Engineer's compensation, shall be adjusted equitably.

3.1.3 If the Client authorizes changes in the scope, extent, or character of the project, then the time for completion of Engineer's services, and the rates and amounts of the Engineer's compensation, shall be adjusted equitably.

3.1.4 If the Engineer fails, through its own fault, to complete the performance required in this agreement within the time set forth, as duly adjusted, then the Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

3.2 The Client shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

**ARTICLE 4 – EXHIBITS AND SPECIAL PROVISIONS**

4.1 Exhibits: The below named exhibits, if applicable to this Agreement, are included as follows:

4.1.1 *General Conditions.* The General Conditions include additional terms and conditions which are incorporated into this Agreement including limitation of the Engineer's liability for the services.

4.1.2 *Certificate of Insurance*, if requested by the Client.

4.2 Total Agreement: This Agreement, (together with the exhibits identified above) constitutes the entire agreement between the Client and the Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

4.3 Designated Representatives: With the execution of this Agreement, the Engineer and the Client shall designate specific individuals to act as representatives with respect to the services to be performed or furnished by the Engineer and responsibilities of the Client under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

4.4 Engineer's Certifications: The Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

| **CLIENT** | **ENGINEER** |
|---|---|
| | |
| By: | By: Jared Bates, PE |
| Title: | Title: Principal |
| Date Signed: | Date Signed: February 2, 2024 |

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS

# GENERAL CONDITIONS

CLIENT **City of Santa Clara**
**Dustin Mourtinsen**
2603 Santa Clara Drive
Santa Clara, UT 84765

PROJECT **12454-24-015**
Pioneer Road Tuacahn Wash Crossing
Santa Clara, UT

**ARTICLE 1 – ADDITIONAL CLIENT RESPONSIBILITIES**

1.1 In addition to other responsibilities of the Client as set forth in this Agreement, the Client shall at its expense:

1.1.1 *Client Project Requirements:* Provide the Engineer with all criteria and full information as to the Client's requirements for the project, including design objectives, constraints, performance requirements, and any budgetary limitations.

1.1.2 *Available Site and Project Information:* Furnish to the Engineer any other available information pertinent to the project including data relative to previous designs, or investigation at or adjacent to the project site. The Client shall be responsible for, and the Engineer may rely upon, the accuracy and completeness of furnished information pursuant to this Agreement, and the Engineer may use such information in performing services under this Agreement.

1.1.3 *Site Access:* Arrange for safe access to the project property for the Engineer to perform services under the Agreement.

1.1.4 *Client Furnished Information.* If Client furnishes to Engineer designs, drawings or specifications for use, reproduction, modification or completion by Engineer in the performance of the Engineer's services, then (i) Client represents and warrants to Engineer that Client possesses the rights, licenses and/or authorizations including, without limitation, all intellectual property rights, licenses and authorizations, required for Engineer to use, reproduce, modify and complete such designs, drawings and/or specifications in the performance of the Engineer's services; and (ii) Client agrees to indemnify, defend and hold harmless Engineer and the Consultants and their past and current owners, officers, directors, employees and agents, and each of them, from and against all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) caused by, arising out of or based in whole or in part upon any claim alleging that the Engineer and/or the Consultants were not authorized to use, reproduce, modify or complete such designs, drawings or specifications delivered to Engineer for the performance of Engineer's services.

**ARTICLE 2 – STANDARDS OF PERFORMANCE**

2.1 Standard of Care: The standard of care for all professional engineering and related services performed or furnished by the Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Engineer's services.

2.2 Technical Accuracy: The Client shall not be responsible for discovering deficiencies in the technical accuracy of the Engineer's services. The Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in the Client-furnished information.

2.3 Consultants: The Engineer may employ consultants to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by the Client. The Engineer's consultants may employ subconsultants. As used in these General Conditions, the term "Consultant" shall mean collectively the Engineer's consultants, and the subconsultants of any tier engaged directly or indirectly by or under the Engineer's consultants.

2.4 Reliance on Others: Subject to the standard of care set forth in Paragraph 2,1, the Engineer and the Consultants may use or rely upon information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

2.5 Compliance with Laws and Regulations, and Policies and Procedures: The Engineer and the Client shall comply with applicable laws and regulations. This Agreement is based on laws and regulations and the Client-provided written policies and procedures as of the effective date. Changes after the effective date to these laws and regulations, or to the Client-provided written policies and procedures, may be the basis for modifications to the Client's responsibilities or the Engineer's scope of services.

2.6 The Engineer shall not be required to sign any documents that would result in the Engineer having to certify, guarantee, or warrant conditions whose existence the Engineer cannot ascertain. The Client agrees not to make resolution of any dispute with the Engineer or payment to the Engineer contingent upon the Engineer signing any such documents.

2.7 Opinions of Probable Construction Cost: The Engineer's opinions of probable construction cost are to be made on the basis of the Engineer's experience and qualifications and represent the Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because the Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the Engineer.

2.8 Design Without Construction Phase Services: The Engineer shall be responsible only for those Construction Phase services expressly required of the Engineer in this Agreement. With the exception of such expressly required services, the Engineer shall have no design, shop drawing review, or other obligations during construction and the Client assumes all responsibility for the application and interpretation

of the construction standards, review and response to Contractor claims, contract administration, revisions during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. The Client waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required herein.

2.9 Construction Engineering Site Presence: If the Engineer provides a site presence during project construction as part of this Agreement, the purpose of such visits is to observe as an experienced and qualified design professional the progress of Contractor's executed work. Based on information obtained during such visits and observations, the Engineer will determine in general if the Work is proceeding in accordance with the construction standards, and the Engineer shall keep the Client informed of the progress of the work.

2.9.1 Such visits by the Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's work or to involve detailed inspections of Contractor's work beyond the responsibilities specifically assigned to the Engineer in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on the Engineer's exercise of professional judgment.

2.9.2 The Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall the Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the site, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Accordingly, the Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the work.

2.9.3 While at the project site, the Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and the Client's safety programs of which the Engineer has been informed in writing.

2.10 Limitation of Responsibilities: The Engineer shall not be responsible for the acts or omissions of any contractor, supplier, or others performing or furnishing any of the work, for safety or security at the site, or for safety precautions and programs incident to contractor's work, during the Construction Phase or otherwise. The Engineer shall not be responsible for the failure of any contractor to perform or furnish the work in accordance with the contract documents.

**ARTICLE 3 – USE OF DOCUMENTS**

3.1 All documents authored by Engineer and/or the Consultants, in the performance of the Engineer's services are instruments of service (the "Instruments of Service") in respect to the project, and the author of the Instruments of Service shall retain the ownership, reserved rights and property interests therein (including the copyright and the right of reuse) whether or not the project is completed. The Client shall not rely on any Instrument of Service unless it is in printed form, signed by the Engineer or one of the Consultants.

3.2 Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such files will be at the user's sole risk. Hard copies govern on any discrepancy with the electronic files.

3.3 The Client may make and retain copies of the Instruments of Service in connection with use on the project. The Engineer grants the Client a limited license to use the Instruments of Service on the project, subject to receipt by the Engineer of full payment for all the Engineer's services relating to the project. The Client acknowledges that such Instruments of Service are not intended or represented to be suitable for use on the project unless completed by the Engineer, or for use by the Client or others on extensions of the project, on other projects, or for other purposes, without written verification by the Engineer.

3.4 If the Engineer at the Client's request verifies the suitability of the Instruments of Service for use by the Client or others on extensions of the project, on other projects, or for other purposes, or adapts them for any other purpose, then the Client shall compensate the Engineer in an amount to be agreed upon by the Client and the Engineer.

3.5 Unauthorized Use of Instruments of Service: The Client shall not alter or amend any Instrument of Service without the written authorization of the Engineer. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Engineer and the Consultants and their past and current owners, officers, directors, employees and agents, and each of them, from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any unauthorized use or modification of the Instruments of Service by the Client or any person or entity that obtained the Instruments of Service from or through the Client or the Client's agents or representatives.

**ARTICLE 4 – INSURANCE**

4.1 The Engineer represents that it now carries – and will continue to carry during the term of this Agreement – insurance policies to cover Worker's Compensation, Employer's Liability, Commercial General Liability, and Business Automobile Liability. If requested, the Engineer shall provide to the Client certificates of the aforementioned insurance.

**ARTICLE 5 – SUSPENSION AND TERMINATION**

5.1 Suspension: The Client may suspend the project for up to 90 days upon advance written notice to the Engineer. The Engineer may, after giving advance written notice to the Client, suspend services if the Engineer's performance is substantially delayed through no fault of the Engineer.

5.2 Termination: Services under this Agreement may be terminated for the following:

5.2.1 *For Cause:* Termination may be made by either party upon 30-day written notice in the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

5.2.2 *For Convenience:* Termination may be made by the Client effective upon the Engineer's receipt of notice from the Client.

5.3 Payments Upon Suspension/Termination: In the event of suspension/termination, the Engineer will be entitled to receive full payment for all services performed or furnished in accordance with this Agreement incurred through the effective date of suspension/termination. If the Client terminates this Agreement without cause, the Client shall pay to the Engineer the Engineer's reasonable fees and expenses on a time and materials basis to wind down the project in the Engineer's office.

**ARTICLE 6 – SUCCESSORS, ASSIGNS, AND BENEFICIARIES**

6.1 the Client and the Engineer are hereby bound and the successors, executors, administrators, and legal representatives of the Client and the Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives of such other party, in respect of all Agreement covenants and obligations.

6.2 Assignment: Neither the Client nor the Engineer shall transfer or assign this Agreement, whether before or after the completion of the Engineer's services, without the prior written consent of the other. Neither the Client nor the Engineer shall transfer or assign any right, interest or claim for damages arising under this Agreement, whether before or after the completion of the Engineer's services, without the prior written consent of the other. Any assignment of this Agreement or any right, interest or claim for damages without such prior written consent shall be null, void and of no effect.

6.3 Third-Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Engineer. The Engineer's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Engineer because of this Agreement or the performance or nonperformance of services hereunder. The Client and the Engineer agree to require a similar provision in all contracts with contractors, subcontractors, Consultants, vendors and other entities involved in the work of this Agreement to carry out the intent of this provision.

**ARTICLE 7 – DISPUTE RESOLUTION**

7.1 The Client and the Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice. If the parties fail to resolve a dispute through negotiation, the Engineer and the Client agree to submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. If such mediation is unsuccessful in resolving a Dispute, then the parties may exercise their rights under law.

**7.2 Legal Action by the Client: All legal actions by the Client against the Engineer or the Consultants alleging any failure to perform the Engineer's services in accordance with this Agreement or in accordance with the standard of care required by applicable law, or alleging any other cause of action arising out of the Engineer's services, shall be barred two years from the date the Client knew or should have known of Client's claim, provided, however, no such legal action shall under any circumstances be asserted by the Client more than four years after the substantial completion date of Engineer's services.**

**ARTICLE 8 – INDEMNIFICATION AND LIMITATION OF LIABILITY**

8.1 Indemnification:

8.1.1 The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, and its present and former officers, directors, partners, employees, shareholders and owners from and against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Engineer's negligent performance of professional services under this Agreement and that of the Consultants or anyone for whom the Engineer is legally liable.

8.1.2 The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, and its present and former officers, directors, partners, employees, shareholders, owners and the Consultants from and against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

8.1.3 Neither the Client nor the Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

8.2 Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Engineer and the Consultants, and their present and former officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages or liabilities of any nature whatsoever, or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Engineer and the Consultants, and their present and former officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed $50,000, or the Engineer's total fees for services rendered on the Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising (including, without limitation, breach of contract, tort, strict liability or statutory liability), unless otherwise prohibited by law.

8.3 Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client, the Engineer not the Consultants, nor their respective present or former officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to this Agreement or services performed pursuant to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of express or implied warranty. Both the Client and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**ARTICLE 9 – CONFIDENTIALITY**

9.1 The Engineer agrees to keep confidential and not to disclose to any person or entity, other than the Engineer's employees, the

Consultants and the general contractor and subcontractors, if appropriate, any data or information not previously known to or generated by the Engineer that is furnished to the Engineer and marked "Confidential" by the Client. These provisions shall not apply to information in whatever form that is in the public domain, nor shall they restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the Engineer to defend itself from any legal action or claim.

**ARTICLE 10 – EXPERT INVESTIGATION, EXPERT CONSULTING AND EXPERT WITNESS SERVICES**

10.1 Indemnification for Claims by Parties or Participants to Dispute: If the Client has requested that the Engineer's services include expert investigation, expert consulting or expert witness services for or in connection with any distress to any structure, or any real or personal property, any possible or alleged defect in any structure or any real or personal property, or any possible or alleged negligence or other fault of any person or entity that may have caused injury or damage to the Client, the Client agrees to indemnify, defend and hold harmless the Engineer and the Consultants and their past and current owners, officers, directors, employees and agents, and each of them (the "Indemnitees"), from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any claims or demands made or threatened against the Indemnitees, or any one or more of them, by any persons or entities a party to, a participant in or associated with any dispute, lawsuit, arbitration or other legal or administrative proceeding concerning the distress, defect, or negligence or other fault that is the subject of the expert investigation, expert consulting and/or expert witness services of this Agreement, which claims or demands are in whole or in part based upon or arise out of, or are in any manner related to, the expert investigation, expert consulting, or expert witness services provided by the Indemnitees, or any one or more of them, provided, however, the Client shall not be required to indemnify or hold harmless the Indemnitees, or any one or more of them, from or against any claim or demand if the Indemnitees, or any one or more of them, are adjudicated in a final unappealed or unappealable judgment to have engaged in fraud, perjury or other intentional wrongful conduct in the performance of the expert investigation, expert consulting or expert witness services of this Agreement.

10.2 Repair or Remediation Recommendations: If the Client has requested that the Engineer's services include expert investigation, expert consulting or expert witness services for or in connection with any distress to any structure or any real or personal property, if the Engineer provides any recommendations for the repair or remediation of any structure or any real or personal property in the performance of such expert investigation, expert consulting or expert witness services, the Client understands and agrees that such repair or remediation recommendations are made for the sole purpose of the preparation by others of final engineering plans and specifications of the repair or remediation recommended by the Engineer and/or of the preparation by others of cost of repair estimates or reports of the repair or remediation recommended by the Engineer. Such repair or remediation recommendations made by the Engineer are not final engineering plans or specifications and are not issued by the Engineer for construction of the repair or remediation recommended by the Engineer. Unless the Engineer enters into a separate written agreement with the Client or others to provide the final engineering plans and specifications for a repair or remediation of a structure or other real or personal property recommended by the Engineer and the Engineer issues for construction final professionally sealed plans and specifications for the repair or remediation, the Engineer is not the engineer of record of any repair or remediation of any structure or real or personal property performed by Client or others following Engineer's issuance of repair or remediation recommendations.

**ARTICLE 11 – MISCELLANEOUS PROVISIONS**

11.1 Controlling Law: This Agreement is to be governed by the law of the state or jurisdiction in which the project is located.

11.2 Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by fax, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

11.3 Survival: All representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive the completion of the Engineer's services for the project and the termination of the Agreement for any reason.

11.4 Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Client and the Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.5 Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Rosenberg Associates
352 East Riverside Drive, Suite A-2
St. George, Utah 84790

**PROJECT** 12454-22-005
**PREPARED** Jared Bates
**DATE** May 27, 2022

## Estimate of Probable Cost

**Pioneer Parkway Culvert Replacement - Tuacahn Wash**
**Santa Clara, Utah**

| Item | Description | Unit | Estimated Quantity | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1 | Mobilization | Lump | 1 | $113,000.00 | $113,000.00 |
| 2 | SWPPP, Traffic Control & Site Access | Lump | 1 | $10,000.00 | $10,000.00 |
| 3 | Clear and Grub | Acre | 0.40 | $5,000.00 | $2,000.00 |
| 4 | Sawcut Existing Asphalt | Lf | 60 | $35.00 | $2,100.00 |
| 5 | Remove and Dispose Existing Asphalt Roadway | Sq Ft | 2,300 | $3.00 | $6,900.00 |
| 6 | Remove and Dispose Existing Asphalt Trail | Sq Ft | 1,400 | $3.00 | $4,200.00 |
| 7 | Remove and Dispose Existing CMP Pipe | Lf | 180 | $35.00 | $6,300.00 |
| 8 | Remove and Dispose Existing Grouted Rip Rap | Cu Yd | 250 | $20.00 | $5,000.00 |
| 9 | Remove and Dispose Existing Jersey Barrier | Lf | 50 | $20.00 | $1,000.00 |
| 10 | Earthwork | Cu Yd | 1,394 | $15.00 | $20,910.00 |
| 11 | 10' W x 8' H Concrete Box Culverts | Lf | 428 | $3,000.00 | $1,284,000.00 |
| 12 | Concrete Wingwalls | Lump | 1 | $30,000.00 | $30,000.00 |
| 13 | Concrete Headwalls | Lump | 1 | $50,000.00 | $50,000.00 |
| 14 | Rock Rip-Rap (d50 = 24") | Cu Yd | 2,695 | $45.00 | $121,275.00 |
| 15 | Rock Rip-Rap (d50 = 30") | Cu Yd | 460 | $45.00 | $20,700.00 |
| 16 | Asphalt 4" Depth | Sq Ft | 2,300 | $3.00 | $6,900.00 |
| 17 | Type II Roadbase (12" Thickness) | Sq Ft | 6,000 | $1.75 | $10,500.00 |
| 18 | Asphalt Trail 2.5" Depth | Sq Ft | 1,400 | $3.00 | $4,200.00 |
| 19 | Rock Mulch | Sq Ft | 3,600 | $5.00 | $18,000.00 |
| 20 | Striping | Lf | 350 | $2.00 | $700.00 |
| | | | | *Construction Costs* | *$1,717,685.00* |
| | | | | *Engineering - Design* | *$171,768.50* |
| | | | | *Construction Engineering & Staking* | *$171,768.50* |
| | | | | ***Total Project Cost*** | ***$2,061,222.00*** |

*The user of this opinion of cost understands that **Rosenberg Associates** has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing; and the opinions of probable construction costs are made on the basis of professional judgment and experience. **Rosenberg Associates** makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the above.*

***Mayor***
*Rick Rosenberg*

***City Manager***
*Brock Jacobsen*

CITY OF
SANTA CLARA
FOUNDED 1854

***City Council***
*Jarett Waite*
*Ben Shakespeare*
*Christa Hinton*
*David Pond*
*Janene Burton*

# CITY COUNCIL

**Meeting Date:** Dec. 11, 2024 **Agenda Item:** 2

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**Applicant:** N/A **Requested by:** Chris Shelley

**Subject:** Approve the Yearly Notice of Public Meetings for 2025.

**Description:**
Discussion and action to consider approval of the Yearly 2025 Notice of Public Meetings.

**Recommendation:** N/A **Attachments:** N/A

**Cost:** N/A

**Legal Approval:** N/A

**Finance Approval:** N/A

**Budget Approval:** N/A

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*2603 Santa Clara Drive, Santa Clara, Utah 84765*

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

# CITY OF SANTA CLARA
# NOTICE OF PUBLIC MEETINGS
# 2025

**City Council:**

**Regular Meetings**

- 2nd and 4th Wednesday of each month at 5:00 p.m. with the exception of the Thanksgiving and Christmas Holidays.

**Regular Work Meeting**

- 3rd Wednesday of each month at 5:00 p.m. with the exception of the Thanksgiving and Christmas Holidays.

**Planning & Zoning Commission/Land Use Authority:**

- 2nd and 4th Thursday of each month at 5:30 p.m.

**Heritage Commission:**

- 3rd Thursday at 4:00 p.m. - Quarterly: January, April, July & December

**Economic Development Commission:**

- 4th Tuesday of each month at 5:00 pm. *when needed.*

City Council may call Special Meetings When needed.

Agendas of all city meetings, both regularly scheduled and special or work meetings, are posted at the Santa Clara Town Hall, the Santa Clara Post Office and on the Santa Clara City Website at santaclarautah.gov and the Public Notice Website at http://pmn.utah.gov at least 24 hours prior to the meeting time.

All meetings are held in the Santa Clara Town Hall, 2603 Santa Clara Drive, Santa Clara, Utah unless otherwise noticed on the meeting agenda.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations, including auxiliary communicative aids and services, during any of these meetings, should notify the City Recorder Chris Shelley at 673-6712 Ext. 203 at least 24 hours prior to the meeting.

This notice is published in compliance with Utah Code 52-4-202(2)(a).

Chris Shelley,
City Recorder