

NOTICE AND AGENDA
SANTA CLARA CITY COUNCIL MEETING
Wednesday, March 24, 2021
Time: 5:00 p.m.
AMENDED
AGENDA

NOTICE is hereby given that the Santa Clara City Council will hold a Regular Meeting on the 24th Day of March 2021 which meeting will begin at 5:00 PM.

The Meeting will be available to view live stream on the YouTube link: <https://www.youtube.com/channel/UCxLBLm30-XLqM1AEmhpcMA>. Council Chambers will be available to residents, but we will have limited availability and follow Covid-19 guidelines.

1. **Call to Order:**

2. **Opening Ceremony:**

- Pledge of Allegiance: Wendell Gubler
- Opening Comments: Wendell Gubler

3. **Communications and Appearances:**

4. **Conflicts and Disclosures:**

5. **Working Agenda:**

A. Public Hearing(s) 5:00 p.m.

1. Public Hearing to receive public input regarding shooting in the South Hills.

B. Consent Agenda:

1. Approval of Claims and Minutes
 - Mar. 10, 2021 Santa Clara City Regular City Council Meeting Minutes
 - Claims through Mar. 24, 2021.
2. Calendar of Events
 - April. 7, 2021 City Council Work Meeting
 - April. 14, 2021 Regular City Council Meeting
 - April. 28, 2021 Regular City Council Meeting

C. General Business:

1. Consider Approval of a Proclamation setting April 24, 2021 as Arbor Day in Santa Clara City. Presented by Brad Hays, Parks & Trails Director.
2. Discussion regarding Public Open Spaces on Country Lane and Pearl Rose.
3. Discussion regarding shooting in the South Hills
4. Consider approval the Environmental Assessment for the proposed 270 Acre Shooting Range. Presented by Brad Hays, Parks & Trails Director.

6. **Reports:**

- a. Mayor / Council Reports

7. **Executive Session**

8. **Adjournment**

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

Zoom Meeting Participants: Participants on the Zoom call are limited to City Staff, Council Members, and applicants on the Agenda. E-mail calendar invitations will be sent out in advance of the meeting. Instructions for each meeting will include the meeting link, 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. Submissions from this form will be sent directly to the City. 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 22nd day of March 2021 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://www.secity.org>. The 2021 meeting schedule was also provided to the Spectrum on January 1, 2021.

Chris Shelley – City Recorder

**SANTA CLARA CITY COUNCIL MEETING
WEDNESDAY, MARCH 10, 2021
MINUTES**

THE CITY COUNCIL FOR THE CITY OF SANTA CLARA, WASHINGTON COUNTY, UTAH, met for a Regular Meeting on Wednesday, March 10, 2021 at 5:00 p.m. in the City Council Chambers of the Town Hall at 2603 Santa Clara Drive, Santa Clara, Utah. Notice of the time, place and agenda of the meeting was provided to the Spectrum and to each member of the governing body by emailing a copy of the Notice and Agenda to the Spectrum and also, along with any packet information, to the mayor and each council member, at least two days before the meeting. **The Meeting will be available to view live on the YouTube link:** <https://www.youtube.com/channel/UCxLBLm30-XLqM1AEmhpcMA>. Council Chambers will be available to residents, but we will have limited availability and follow Covid-19 guidelines.

Present: Mayor Rick Rosenberg
Council Members: Jarett Waite, Wendell Gubler and Leina Mathis
City Recorder: Chris Shelley

Others Present: Corey Bundy, Building Official; Brad Hayes, Parks & Trails Director; Randy Hancey, Fire Chief; Kristelle Hill, Admin. Assistant; Gary Hall, Power Director; Bob Flowers, Police Chief; Megan Webber; Adlai Elison

1. **Call to Order:** Mayor Rosenberg called the meeting to order at 4:59 p.m. He welcomed everyone to the meeting including Staff and the Press. He introduced himself and the City Council members that were in attendance. He excused Councilman Denny Drake and Councilman Ben Shakespeare.
2. **Opening Ceremony:**
 - Pledge of Allegiance: Mayor Rosenberg
 - Opening Comments: Mayor Rosenberg
3. **Communications and Appearances:** None.
4. **Conflicts and Disclosures:** None.
5. **Working Agenda:**

A. Public Hearing(s):

1. Public Hearing to receive public input regarding amending the Santa Clara City Subdivision Fees and Annexation Fee.
 - Corey Bundy, Building Official, stated that this request comes from Staff to increase these development fees. The first one that Staff recommends is a fee increase for annexations from \$500 to \$1,000. This will help cover the Staff time and the cost of advertising. Annexations require a notice to the newspaper for 3 consecutive weeks so

there is cost involved there. There is also a cost for Bob's time for researching the annexation and all the different paperwork required. The other request from Staff is for an increase of subdivision fees from 1% to 2% to cover the subdivision costs for inspection services. This would be 2% of the total engineer costs for the City Inspector to go out and do the subdivision inspection. This is an increase to cover our costs.

- Mayor Rosenberg said the 2% subdivision fee brings us in line with other cities in Washington County.

- Leina Mathis asked if the proposed annexation amount is consistent with other cities as well.

- Corey Bundy stated that it is.

5:04 p.m. Public Hearing Opened.

No comments were made.

5:04 p.m. Public Hearing Closed.

C. General Business:

1. Consider amending the Santa Clara City Subdivision Fees and Annexation Fee and approve Resolution 2021-07R. Presented by Corey Bundy, Building Official.

- Mayor Rosenberg stated that this is the item that the public hearing was just held on.

Motion to Approve amending the Santa Clara City Subdivision Fees and Annexation Fee and approve Resolution 2021-07R.

Motion by Wendell Gubler, seconded by Leina Mathis.

Voting Aye: Leina Mathis, Jarett Waite and Wendell Gubler.

Voting Nay: None.

Motion Carried.

B. Consent Agenda:

1. Approval of Claims and Minutes:

- Feb. 24, 2021 Regular City Council Meeting Minutes
- Mar. 3, 2021 City Council Work Meeting Minutes
- Claims through Mar. 10, 2021

2. Calendar of Events

- Mar. 24, 2021 Regular City Council Meeting
- Apr. 7, 2021 City Council Work Meeting
- Apr. 14, 2021 Regular City Council Meeting

- Jarett Waite said he read through the minutes from March 3, 2021 and said that concerning the discussion on fiber Internet he felt like the transcriber who transcribes the

City Council meeting minutes did a great job summarizing that. It was a very technical discussion, and it was done very well.

Motion to Approve the Consent Agenda.

Motion by Jarett Waite, seconded by Leina Mathis.

Voting Aye: Leina Mathis, Jarett Waite and Wendell Gubler.

Voting Nay: None.

Motion Carried.

C. General Business:

2. Consider approval of an Interlocal Cooperation Agreement with Washington County regarding Election Services. Presented by Chris Shelley, City Recorder.

- Chris Shelley said that with the Interlocal Cooperation Agreement regarding election services as before we are going with the County. We had discussed this in prior Council Meetings, and it was decided to go ahead and let the County run the elections again. They do a great job every year for the City. They have the equipment and are very knowledgeable and they have the experience. They run all the County elections for all the different cities. They are efficient and can conduct the elections well. She said she had Matt Ence, City Attorney, review the agreement and he is okay with it. We just need an approval from the City Council, and it does not need a resolution. We just need a motion to approve the agreement to run the elections for this year.
- Mayor Rosenberg said this is really similar to the ones we have done in the past.
- Wendell Gubler asked that in the future would we continue to have mail-in ballots or will they go back to the way we did it before.
- Chris Shelley said that as of right now they are going to stay this way. It will for sure be mail-in ballots this year. There are other alternatives. She does not have all the information on those yet. We can look at something else later if something else is offered.
- Wendell Gubler said he is talking about the future and not necessarily this year. He said he has a hard time with mail-in ballots. He asked if this agreement is just for this year.
- Mayor Rosenberg said it is only for this year.
- Chris Shelley said we will still allow people to come in and vote in person just like we have done before. They can come to Town Hall and vote. That will be available.

Motion to Approve the Interlocal Cooperation Agreement with Washington County regarding Election Services.

Motion by Jarett Waite, seconded by Leina Mathis.

Voting Aye: Jarett Waite, Leina Mathis and Wendell Gubler.

Voting Nay: None.

Motion Carried.

6. Reports:

A. Mayor / Council Reports

Leina Mathis:

- She said she got an email from Washington County Fair, and she has informed them that the City will not be participating this year due to time circumstances.
- She talked about the City's Princess Pageant. Normally the pageant is held in April or May, which in times past gave us time to complete the pageant in time for the county fair. This year with the fair being moved to April this does not give us the opportunity to be able to do that. The individuals who have done it in the past have made a request for this year only because of current circumstances. Laney Leavitt, who is currently the 2nd Attendant from our last election, is a senior at the high school so the request is to allow her to be stated as being our Princess this year and not have a pageant. We would not have a 1st or 2nd attendant. Laney would fulfill the Princess responsibilities for this calendar year. And then we would prepare to start next year's pageant much earlier so we would have the Princess and attendants in place for the County Fair.
- Mayor Rosenberg said the Fair is one of the big shows for the Princess and the other is Swiss Days. He said he can definitely see Laney doing this for the Fair, but it would be nice if we could have the pageant over the summer sometime and then change the cycle and maybe they start in August or September and maybe follow the school year. He asked Council if they are okay with Laney being the Princess for the Fair. She did a great job. He asked if the other two princesses could come back for the Fair.
- Leina Mathis said they are both in college now so she doesn't know if they are actually here right now, but she can find out.
- Mayor Rosenberg said it would be good if they were there so Laney is not all by herself. He would like to change the cycle to follow the school year. The pageant could even be in April or May and then they would be ready to go for September. There are a lot of parades in the summer for them to participate in and there are a lot of events in the Fall that they would want to be on the ground and running in the Fall.
- Leina Mathis talked about the Legislative updates. HB 98 passed. That was the local government building regulation bill, which will deal with permits and plan reviews. One of the things that is in there is design standards of some things that we can and cannot do with design standards. HB 82, the single-family modification, passed as well. That bill dealt with the internal ADU's. We might need to tweak a few of our ordinances to accommodate all the requirements that are in there, so we want to make sure that we look at that. Senate Bill 201, which is the public notice amendment, passed. It basically removed a lot of the verbiage that we have to publish in the newspaper. We need to make sure we follow up on this. This pertains to budgets, land use regulations and ordinances. HB 409, which is the municipal county land use legislation, which requires training for Planning Commission, passed as well. Going forward our Planning Commission members are going to have to have four hours of training annually. For new members one of those has to be the LUDMA training for Utah Code 10-9-A, and they cannot perform any duty as a Planning Commissioner until they have completed that training.
- Mayor Rosenberg said he thinks they are going to do that training at League of Cities and Towns next month.
- Leina Mathis said she thinks most of the training can be done with what the League has on their website. The Commission is allowed to do that. They can get most of their training on the website. If they can attend all 12 Planning Commission meetings in a year it counts as 1 hour towards their training. The City's requirement is that we have to

track that annually every calendar year for each Planning Commission member.

- Mayor Rosenberg asked who the secretary is at the Planning Commission meetings. There could be a tracking sheet to track the Planning Commission's training.

- Corey Bundy said he will let them know about the new requirements. He asked when this goes into effect.

- Leina Mathis said she believes it would be around May 5.

- Mayor Rosenberg said they could get all their training in before May 5 if they went to the Conference. There are plenty of items on the agenda that could count as Planning Commission training. They would have to go to four different sessions of the Conference.

- Leina Mathis said that on the list of acceptable topics there was appeals and variances, conditional use permits, extractions, land use regulations, property rights and much more.

- Mayor Rosenberg said we just need to follow up and make sure they are registered and make sure they know when the different seminars are.

Jarett Waite:

- He asked about the Princess Pageant and the scholarship money and how that is allocated. Do we need to change something in the budget for that? He asked if the money is compensated.

- Leina Mathis said the amount of the scholarships is sent directly to the schools.

- Mayor Rosenberg said that when Leina talks to Monica ask her about the scholarships.

- Jarett Waite said he is a member of the Dixie Sunshiners who are the goodwill ambassadors of the Chamber of Commerce. He said there are about 35 members, and most are business owners. He brought up fiber Internet in St. George to them and the potential for it in Santa Clara. He said that a few of the members were actually scared of the idea. We have a little way to go to explain to people how the process works and to make sure all the businesses will be represented. Most of the other members were excited about it.

Wendell Gubler:

- Nothing to report.

Mayor Rosenberg:

- He said they had a follow up meeting with the BLM on the Shooting Range. They are putting some mapping together and we have asked for a consulting bid to do the tortoise and plant surveys that have to be done this Spring. We have that bid back and may bring that back to Council at the next meeting to ask for some funding for that.

- He recognized Gary Hall who attended this meeting. He will be representing the Santa Clara Power Department.

Corey Bundy:

- He met with HCP with the County and they are going to reduce the \$250 per acre for subdivisions. They will still keep the 2% charge for subdivision portions. They asked that any development in Santa Clara City have them come out and do a tortoise review to make sure there are not any tortoises on the property before it gets developed. There is no cost for the review.

- Mayor Rosenberg said they will come out and do the review and relocate any tortoises

as part of the HCP program.

7. **Executive Session: None.**

8. **Adjournment:**

Motion to adjourn by Leina Mathis.

Seconded by Jarett Waite with all members present voting aye.

Meeting Adjourned at 5:24 p.m.

Chris Shelley – City Recorder

Date Approved: _____

City of Santa Clara
Check Register
Checking 1889 - 03/17/2021 to 03/17/2021

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
CITY OF ST GEORGE - UTILITIE	68944	30921 WELL 7 F	03/09/2021	03/17/2021	24.36	SNOW CANYON WELL #7 FEB 21	515110-271 - WELLS UTILITY COS
CITY OF ST GEORGE - UTILITIE	68944	30921 WTR TAN	03/09/2021	03/17/2021	5,369.63	WATER TANK FEB 21	515110-275 - SNOW CANYON OP
CITY OF ST GEORGE - UTILITIE	68944	30921-SC LINE	03/09/2021	03/17/2021	0.11	SNOW CANYON LINE FEB 2021	515110-275 - SNOW CANYON OP
CITY OF ST GEORGE - UTILITIE	68944	30921-WELL 6 F	03/09/2021	03/17/2021	6,852.71	SNOW CANYON WELL #6 FEB 21	515110-271 - WELLS UTILITY COS
					\$12,246.81		
					\$12,246.81		
EXPRESS LUBE	68945	42448	02/18/2021	03/17/2021	115.48	INV#42448-OIL CHANGE PUB WORKS 07 D	104410-253 - REPAIRS & MAINTEN
EXPRESS LUBE	68945	42449	02/18/2021	03/17/2021	61.64	INV#42449-OIL CHANGE PUB WORKS 2015	104410-253 - REPAIRS & MAINTEN
					\$177.12		
					\$177.12		
HARMONS (ATTN: FRANK LUND)	68946	31021-MS BIKE	03/10/2021	03/17/2021	200.00	HARMONS MS BIKE RIDE 2021	104652-417 - DONATIONS
					\$200.00		
IVINS CITY	68947	31021-2020 WIL	03/10/2021	03/17/2021	83,996.56	31021-2020 WILDLAND-IVINS SHARE	103423-000 - WILDLAND FIRE EQ
					\$83,996.56		
MAXWELL PRODUCTS, INC	68948	19569	03/09/2021	03/17/2021	9,133.02	INV#19569-ELASTOFLEX-CRACK SEALING	104410-410 - CRACK SEALING M&
MAXWELL PRODUCTS, INC	68948	19579	03/09/2021	03/17/2021	3,992.04	INV#19579-ELASTOFLEX CRACK SEAL PAR	104510-730 - IMPROVEMENTS
					\$13,125.06		
					\$13,125.06		
MOUNTAIN LOAN CENTERS, IN	68949	031021	03/11/2021	03/17/2021	86.31	C STRATTON CASE # 139404996	102595-000 - GARNISMENTS PAY
					\$86.31		
PCF, INC.	68950	101573	03/02/2021	03/17/2021	156.31	PUB WORKS COPIER - XEROX 7835 FEB 2	104410-240 - OFFICE SUPPLIES
					\$156.31		
ST. GEORGE CLARA FIELD CAN	68951	209	03/10/2021	03/17/2021	1,380.00	INV#209-ASSESSMENT WATER RIGHTS	515110-751 - IRRIGATION SYSTE
					\$1,380.00		
T'S HEATING & COOLING LLC	68952	3145	02/24/2021	03/17/2021	8,100.00	INV#3145-AIR COOLERS RACHEL STATION	484300-720 - LAND/BUILDINGS
					\$8,100.00		
UTAH LOCAL GOVERNMENTS T	68953	1589615	03/11/2021	03/17/2021	-16.06	AUTO PHY DAMAGE ENDORSEMENT-DUR	104230-370 - PROFESSIONAL SE
UTAH LOCAL GOVERNMENTS T	68953	1589616	03/11/2021	03/17/2021	1,345.02	ADD AND LIFE INS PREMIUMS	102235-000 - DISABILITY PAYABLE
UTAH LOCAL GOVERNMENTS T	68953	1589617	03/11/2021	03/17/2021	3,674.98	WORKERS COMP MONTHLY FEE	102225-000 - WORKERS' COMPEN
					\$5,003.94		
					\$5,003.94		
WESTERN UNITED ELECTRIC S	68954	6030354	03/11/2021	03/17/2021	13,650.00	INV#6030354-STREET LIGHTS ARCADIA PH	535310-254 - NEW SUBDIVISION E
					\$13,650.00		
					\$138,122.11		

**City of Santa Clara
Check Register
Checking 1889 - 03/23/2021 to 03/23/2021**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
BROTHERS KEEPER CONSTRU	68955	32221-PARTIAL	03/22/2021	03/23/2021	44,402.10	PARTIAL BOND RELEASE HILLS AT SC PH	102585-000 - SUBDIVISION SECU
					\$44,402.10		
BUSINESS SOLUTIONS GROUP	68956	15592	03/23/2021	03/23/2021	205.00	INV#15592-LATE NOTICE POSTCARDS	104130-240 - OFFICE SUPPLIES
					\$205.00		
CHILD SUPPORT SERVICES	68957	32421-692490	03/23/2021	03/23/2021	131.73	CASEY-C000692490 PAY PERIOD 03/24/202	102595-000 - GARNISMENTS PAY
CHILD SUPPORT SERVICES	68957	32421-873789	03/23/2021	03/23/2021	206.77	CASEY-C000873789 PAY PERIOD 03/24/202	102595-000 - GARNISMENTS PAY
					\$338.50		
					\$338.50		
LECTROL SERVICES INC	68958	633	01/27/2021	03/23/2021	1,200.00	INV#633-LABOR SCADA SUPPORT 2020	535310-469 - SCADA MATERIALS
					\$1,200.00		
NORTHWEST PIPE COMPANY	68959	SG381047	03/11/2021	03/23/2021	2,770.04	INV#SG381047-STORM WATER CATCH BAS	545410-730 - IMPROVEMENTS
					\$2,770.04		
PCF, INC.	68960	101749	03/12/2021	03/23/2021	46.69	FIRE DEPT-XEROX/C8055 Inv 101749	104230-240 - OFFICE SUPPLIES
					\$46.69		
SIMS, KENNETH & SHELLE	68961	RFD 171603.032	03/23/2021	03/23/2021	88.03	Deposit Refund: 171603 - SIMS, KENNETH &	533711-000 - POWER SALES - RE
					\$88.03		
SUNRISE ENGINEERING, INC.	68962	116289	03/12/2021	03/23/2021	4,682.00	INV#116289-SOUTH HILLS WATER IMPROV	515110-730 - IMPROVEMENTS
					\$4,682.00		
SUNROC CORP	68963	12092*01	03/22/2021	03/23/2021	36,537.75	INV#12092*01-RACHEL CURB & STORM DR	545410-730 - IMPROVEMENTS
					\$36,537.75		
TP COMMUNICATIONS INC.	68964	300211-0321	03/16/2021	03/23/2021	310.65	ANSWERING SERVICE	104130-280 - TELEPHONE
					\$310.65		
WAYNE PACE CONSTRUCTION	68965	CANCELED CH	03/22/2021	03/23/2021	-25.00	LOST CHK - CANCELATION FEE	104130-325 - CREDIT/DEBIT CARD
WAYNE PACE CONSTRUCTION	68965	SAC200810133-	02/09/2021	03/23/2021	500.00	REISSUE-BLDG MAIN DEP REF PERMIT20-	102570-000 - BLDG SITE MAINTEN
					\$475.00		
					\$475.00		
WILLIAM MCKINZIE TOBLER	68966	32221-TUITION	03/22/2021	03/23/2021	2,000.00	TUITION REIMBURSEMENT-MCKINZIE TOB	104230-360 - TRAINING
					\$2,000.00		
					\$93,055.76		

REQUEST FOR ACTION

AGENDA ITEM 1

City Council

March 24, 2021



APPLICANT: Brad Hays

SUBJECT:

Designate April 24th, 2021 as Santa Clara City Arbor Day

BACKGROUND DESCRIPTION:

The Parks and Trails Staff would like the City Council to approve a proclamation setting April 24, 2021 as Santa Clara Arbor Day. Arbor will be celebrated on Saturday April 24 at Canyon View Park. Festivities will include games, tree planting, kite flying, tree related crafts, and an evening movie in the Park featuring Gnomeo and Juliet.

Proposed Recommendation

Approval

Cost

\$950.00

Approved by Legal Department

Yes

Approved in Budget

Yes

Approved by City Finance Department

Yes

Amount

Requested By

Parks Department

File Upload Attachments

<https://sccity.org/wp-content/uploads/formidable/41/gnomeo-80x80.png>

PROCLAMATION

Arbor Day

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community.

NOW, THEREFORE, BE IT RESOLVED that the Santa Clara Mayor hereby proclaims April 24, 2021 as Arbor Day in the City of Santa Clara, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and urge all citizens to plant trees to gladden the heart and promote the wellbeing of this and future generations.

Dated: March 24, 2021.

Rick Rosenberg, Mayor

Gnomeo & Juliet



REQUEST FOR ACTION

AGENDA ITEM 2

City Council

March 24, 2021



APPLICANT: Brad Hays

SUBJECT:

Country Lane at Santa Clara Phase 2 Subdivision Public Open Space Maintenance Discussion.

BACKGROUND DESCRIPTION:

Residents in the Country Lane Phase 2 Subdivision have requested to discuss the Maintenance of the landscape strip located between Country lane and lots 35 to 44 listed as Public Common Area on the Plat. The Public Common Area that is located along Country Lane was created in 1996 as part of the Country Lane at Santa Clara Phase 2 Subdivision. The subdivision created 2 Public Common Areas. The first area is located between Country lane and lots 35 to 44. The second Public Common Area listed on the Final Plat is between parcels 45 to 50 and Sand Hollow wash (See attached Country Lane Phase 2 plat). A search of the parcels through the Washington County Assessor's webpage does not show an owner or parcel number for the Public Open Space Pieces. The Public Open Area on frontage of Country Lane has been maintained by the Country Lane subdivision homeowners. The homeowners have assumed full responsibility for the landscape but have approached the City Council and Staff about the City taking the responsibility for the landscape (See attached City Council Meeting Minutes 10-25-2017). The Subdivision CCNR's do not address the Public Open Space maintenance.

Proposed Recommendation

Discussion

Cost

0

Approved by Legal Department

No

Approved in Budget

N/A

Approved by City Finance Department

Yes

Amount

0

Requested By

Parks and Recreation Staff

File Upload Attachments

<https://sccity.org/wp-content/uploads/formidable/41/SANTA-CLARA-CITY-COUNCIL-MEETING-Minutes-Country-lane-2017.docx>, <https://sccity.org/wp-content/uploads/formidable/41/Country-lane-Phase-2-Plat.pdf>

193.319' N 1/4 COR. SECTION 22, T42S, R16W, S19&M WASH. CO. B.C. (1987)

N 89°14'54" E SECTION LINE 2682.81' CORN. BASIS OF BEARING

N.E. CORNER SECTION 22, T42S, R16W, S19&M WASH. CO. B.C. (1987)

GENERAL NOTES:

1. THERE SHALL BE A 10.00' PUBLIC UTILITY EASEMENT ALONG ALL FRONT LOT LINES AND A 7.50' PUBLIC UTILITY EASEMENT ALONG ALL REAR AND SIDE LOT LINES (UNLESS NOTED OTHERWISE)
2. THE ORIGINAL LOT CORNERS WILL BE MARKED WITH 1/2" REBAR AND CAP UNLESS OTHERWISE NOTED.
3. THERE WILL BE NO CONSTRUCTION OF STRUCTURE, EASEMENT OF FILL, OR ANY OBSTRUCTIONS TO FLOOD FLOWS ALLOWED IN THE 100 YEAR FLOOD PLAIN LIMITS WITHOUT PROPER STATE, FEDERAL CITY PERMITS AND ENGINEERING STUDIES.
4. ELEVATION CERTIFICATES SHALL BE REQUIRED FOR HOMES BUILT ON LOTS 45 THROUGH 50 CERTIFYING THAT MINIMUM LIVING SPACE FLOOR ELEVATION REQUIREMENTS SHOWN ON THIS PLAT ARE MET.
5. 100 YEAR FLOOD PLAIN LIMITS ARE SHOWN PER A/D STUDY BY J.N. WARD & ASSOCIATES DATED MARCH 21, 1996.
6. UNSTABLE SOIL CONDITIONS MIGHT EXIST ON THIS SUBDIVISION. PURCHASERS OF LOTS HEREIN HAVE THE RESPONSIBILITY FOR OBTAINING APPROPRIATE ENGINEERING SERVICES, ADVICE RELATIVE TO THE USABILITY OF THE LOTS. THE CITY OF SANTA CLARA DISCLAIMS ANY AND ALL RESPONSIBILITY FOR SUCH SOIL CONDITIONS, WATER CONTROL (SURFACE AND OR SUBSURFACE), AND DRAINAGE CONTROL.

SCALE: 1"=50'

NOTICE

THIS PROPERTY IS SUBJECT TO THE FINDINGS, SUMMARY, AND CONCLUSIONS OF A GEOTECHNICAL REPORT PREPARED BY BLACK MILLER & ASSOC. INC. DATED 4-20-95. A COPY OF SAID REPORT HAS BEEN PLACED WITHIN THE GEOTECHNICAL INVESTIGATION REPORT FILE OF THE CITY OF SANTA CLARA, AND IS AVAILABLE FOR INSPECTION. THE REPORT MAY BE INSPECTED OR COPIES MAY BE OBTAINED BY CONTACTING THE CITY OF SANTA CLARA, P.O. BOX 699, 2721 SANTA CLARA DR. SANTA CLARA, UTAH 84765. PURCHASERS SHOULD REVIEW THIS REPORT AND CONTACT THE CITY FOR ADDITIONAL UPDATED INFORMATION REGARDING THE REPORT. ALL PURCHASERS OF LOTS IN THIS SUBDIVISION ARE STRONGLY ENCOURAGED TO OBTAIN THEIR OWN GEOTECHNICAL INVESTIGATION REPORT AND TO FOLLOW ITS RECOMMENDATIONS.

MORTGAGEE CONSENT

WE, SUN CAPITAL BANK A UTAH CORPORATION, MORTGAGEE OF THE EREON DESCRIBED TRACT OF LAND DO HEREBY GIVE OUR CONSENT FOR SAID TRACT OF LAND TO BE USED BY THE SIGNERS OF THE HEREON OWNER'S DEDICATION, FOR THE USES AND PURPOSES DESCRIBED ON THIS PLAT.

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH } SS.
COUNTY OF WASHINGTON }
ON THE 23RD DAY OF August, 1996, PERSONALLY APPEARED BEFORE ME KENNETH L. SCHONE, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE VICE PRES. AND THAT HE EXECUTED THE FOREGOING MORTGAGEE CONSENT ON BEHALF OF SAID CORPORATION BY AUTHORITY OF RESOLUTION OF ITS BOARD OF DIRECTORS AND HE DID ACKNOWLEDGE TO ME THAT THE CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

Glenn Reid
NOTARY PUBLIC
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
MY APPOINTMENT EXPIRES: 7-1-99

DISCLAIMER

THE CITY OF SANTA CLARA AND THE OWNER/DEVELOPER OF THIS SUBDIVISION DISCLAIMS ANY RESPONSIBILITY FOR DRAINAGE CONTROL, WATER (SURFACE AND/OR SUBSURFACE) CONTROL, AND SOILS CONDITIONS AND ADVISES ALL BUYERS TO OBTAIN APPROPRIATE ENGINEERING ADVICE CONCERNING THE SAME.

MINIMUM LIVING SPACE FLOOR ELEVATIONS

LOT No.	MINIMUM LIVING SPACE FLOOR ELEVATION'S MIN. FLOOR FLOOD EL.
45	2716.50' 2714.50'
46	2715.50' 2713.50'
47	2714.50' 2712.50'
48	2713.50' 2711.50'
49	2712.50' 2710.50'
50	2711.50' 2709.50'

BENCH MARK = TOP OF MONUMENT AT THE INTERSECTION OF COUNTRY LANE, MORNING GLORY AND COUNTRY PLACE. ELEVATION = 2726.75'

LEGEND

- SET 5/8" DIA. REBAR WITH PLASTIC CAP
- FOUND POINT AS DESCRIBED ON THIS PLAT
- POINT NOT FOUND OR SET
- CONTROL MONUMENT AS DESCRIBED ON THIS PLAT
- CONTROL MONUMENT AS DESCRIBED ON THIS PLAT
- SECTION MONUMENTATION AS DESCRIBED ON THIS PLAT
- RING & LID SURVEY MONUMENT

SURVEYOR'S CERTIFICATE

I, KENNETH C. HAMBLIN, ST. GEORGE, UTAH, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR HOLDING CERTIFICATE OF REGISTRATION NO. 166295 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT I HAVE SUPERVISED A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW TO BE HEREAFTER KNOWN AS:

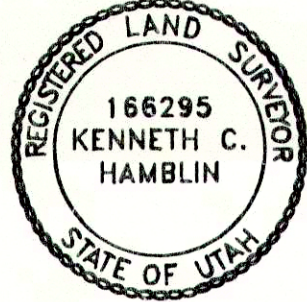
COUNTRY LANE AT SANTA CLARA PHASE No.2

AND THAT SAID TRACT OF LAND HAS BEEN SUBDIVIDED INTO LOTS AND PUBLIC STREETS AND THAT THE SAME HAS BEEN SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT, AND DESCRIBED BELOW:

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTH 1/2 OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN AND BEING FURTHER DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT N89°14'54"E 193.319 FEET ALONG THE SECTION LINE AND S00°51'39"E 1379.744 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 22 (BRASS CAP) AND RUNNING THENCE S00°52'39"E 115.92 FEET; THENCE S89°22'31"W 6.97 FEET; THENCE S00°55'24"E 419.40 FEET TO A POINT ON THE NORTH LINE OF A 50.00 FOOT WIDE PUBLIC ROAD AS DEDICATED BY INSTRUMENT NO.0401592 BOOK 646, PAGE 590 IN THE WASHINGTON COUNTY RECORDERS OFFICE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT AND ROAD, SAID CURVE HAVING A RADIUS OF 175.00 FEET, ARC LENGTH OF 40.45 FEET, A CHORD BEARING OF N82°04'56"E, AND A CHORD LENGTH OF 40.36 FEET TO THE NORTHEAST CORNER OF SAID ROAD; THENCE S01°17'4"E, 50.00 FEET ALONG SAID ROAD TO THE SOUTHEAST CORNER OF SAID ROAD; THENCE N88°42'16"E, 1,004.59 FEET TO A POINT ON THE WEST LINE OF A PARCEL OF LAND AS DESCRIBED IN BOOK 305, PAGE 366 IN THE WASHINGTON COUNTY RECORDERS OFFICE (REBER INVESTMENT); THENCE N02°13'0"W, 82.95 FEET ALONG SAID PARCEL TO THE NORTHWEST CORNER OF SAID REBER PROPERTY; THENCE S89°04'16"W, 52.92 FEET; THENCE N01°01'3"W, 52.58 FEET TO THE SOUTH LINE OF COUNTRY LANE AT SANTA CLARA PHASE No.1 SUBDIVISION; THENCE ALONG SAID PHASE No.1 AS FOLLOWS: S71°16'00"W, 357.41 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 330.00 FEET, ARC LENGTH OF 33.2 FEET, A CHORD BEARING OF S06°58'15"E, AND A CHORD LENGTH OF 33.7 FEET; THENCE S85°57'26"W, 105.70 FEET; THENCE N10°07'00"W, 48.9 FEET; THENCE S79°53'00"W, 183.35 FEET; THENCE N10°07'00"W, 13.7 FEET; THENCE S89°35'00"W, 249.83 FEET; THENCE S00°25'00"E, 0.4 FEET; THENCE S89°35'00"W, 95.29 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 587,561 SQUARE FEET OR 13.439 ACRES MORE OR LESS.

Kenneth Hamblin 8-22-96
KENNETH C. HAMBLIN REGISTERED LAND SURVEYOR DATE
UTAH LICENSE NUMBER 166295



OWNER'S DEDICATION

KNOW ALL MEN Y THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF ALL THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND PUBLIC STREETS TO BE HEREAFTER KNOWN AS:

COUNTRY LANE AT SANTA CLARA PHASE No.2

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, SO HEREBY DEDICATE AND CONVEY TO THE CITY OF SANTA CLARA FOR PERPETUAL USE OF THE PUBLIC ALL PARTS OF SAID TRACT OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS AND EASEMENTS, ALLEYS, STREETS AND EASEMENTS ARE AS NOTED OR SHOWN. THE OWNERS DO HEREBY WARRANT THE CITY OF SANTA CLARA AND ITS SUCCESSORS AN ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANT, CONDITIONS, AND RESTRICTIONS, OF THE COUNTRY LANE PHASE I SUBDIVISION. RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER ON THIS DAY OF 19, AT BOOK 646, PAGE 590, SAID THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE PART OF THIS PLAT.

MGS DEVELOPMENT CO., L.C., A UTAH LIMITED LIABILITY COMPANY

IN WITNESS WE HAVE HEREUNTO SET OUR HANDS THIS 23 DAY OF August 1996

C. Jeffrey Morby
BY: C. JEFFERY MORBY, MEMBER AND MANAGER, MGS DEVELOPMENT CO., L.C.

ACKNOWLEDGEMENT

STATE OF UTAH } SS.
COUNTY OF WASHINGTON }

ON THE 23RD DAY OF Aug., 1996, PERSONALLY APPEARED BEFORE ME C. Jeffrey Morby, WHO BEING BY ME DULY SWORN DID SAY HE IS THE MANAGER/MEMBER OF MGS Development Co., L.C. AND THAT HE EXECUTED THE FOREGOING IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF MGS Development Co., L.C. AND HE/SHE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY COMPANY EXECUTED THE SAME FOR THE USERS AND PURPOSES STATED THEREIN.

Franky Repeto
NOTARY PUBLIC
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
MY APPOINTMENT EXPIRES: 4-11-98

COUNTRY LANE AT SANTA CLARA PHASE No.2 SUBDIVISION

A RESIDENTIAL PLANNED UNIT DEVELOPMENT LOCATED IN THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN

APPROVAL OF PLANNING COMMISSION ON THIS <u>21ST</u> DAY OF <u>February</u> , A.D. 19 <u>96</u> , THE PLANNING COMMISSION CHAIRMAN OF SANTA CLARA CITY, REVIEWED THE ABOVE SUBDIVISION PLAT AND RECOMMENDED SAME FOR ACCEPTANCE BY THE CITY. <u>Hans Hayden</u> SANTA CLARA CITY PLANNING COMMISSION CHAIRMAN	PLANNING AND ZONING CERTIFICATE ON THIS <u>21ST</u> DAY OF <u>February</u> , A.D. 19 <u>96</u> , THE CITY PLANNER OF SANTA CLARA CITY REVIEWED THE ABOVE SUBDIVISION PLAT AND RECOMMENDED SAME FOR ACCEPTANCE BY THE CITY. <u>Hans Hayden</u> SANTA CLARA CITY PLANNER	CITY SURVEYOR'S CERTIFICATE I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE. <u>8/22/96 - Jeff W. Alphonse</u> DATE: <u>8/22/96</u> SANTA CLARA CITY SURVEYOR	APPROVAL AS TO FORM APPROVED AS TO FORM THIS <u>20</u> DAY OF <u>August</u> , A.D. 19 <u>96</u> <u>Jeff W. Alphonse</u> SANTA CLARA CITY ATTORNEY	APPROVAL AND ACCEPTANCE WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF SANTA CLARA, UTAH, HAVE REVIEWED THE ABOVE SUBDIVISION PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORDED IN THE MINUTES OF ITS MEETING OF THE <u>23RD</u> DAY OF <u>August</u> , A.D. 19 <u>96</u> , HEREBY ACCEPT IT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO. <u>Beth Ann Almon</u> ATTEST: CITY RECORDER	RECORDED No. STATE OF UTAH, COUNTY OF WASHINGTON, RECORDED AND FILED AT THE REQUEST OF: <u>8-22-96</u> DATE: TIME: BOOK: PAGE: FEE \$ WASHINGTON COUNTY RECORDER	SHEET 1 1 SHEETS FILE: NAME
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**SANTA CLARA CITY COUNCIL MEETING
WEDNESDAY, OCTOBER 25, 2017
MINUTES**

THE CITY COUNCIL FOR THE CITY OF SANTA CLARA, WASHINGTON COUNTY, UTAH, met for a Regular Meeting on Wednesday, October 25, 2017 at 5:00 p.m. in the City Council Chambers of the Town Hall at 2603 Santa Clara Drive, Santa Clara, Utah.

Notice of the time, place and agenda of the meeting was provided to the Spectrum and to each member of the governing body by emailing a copy of the Notice and Agenda to the Spectrum and also, along with any packet information, to the mayor and each council member, at least two days before the meeting.

Present: Mayor Rick Rosenberg
Council Members: Herb Basso, Jerry Amundsen, Ken Sizemore, Jarett Waite and Mary Jo (Tode) Hafen
City Manager: Edward Dickie
City Recorder: Chris Shelley

Others Present: Brock Jacobsen, Assistant City Manager; Jack Taylor, Public Works Director; Corey Bundy, Building Official; Brad Hayes, Parks & Trails Director; Dan Nelson, Fire Chief; Matt Ence, City Attorney; Bob Nicholson, City Planner; Cindy Frei; Scott Awerkamp; Heidi Awerkamp; Stephen Foster; Gretchen Foster; Paul Graf; Ben Willits; Craig Slater; Sherrie Slater; Kay Bills; Jackson Colbin

1. **Call to Order:** Mayor Rosenberg called the meeting to order at 5:01 p.m.

2. **Opening Ceremony:**

- Pledge of Allegiance: Herb Basso
- Opening Comments: Herb Basso

3. **Communications and Appearances:** None.

4. **Working Agenda:**

A. Public Hearing(s): None.

B. General Business:

1. Discussion regarding private property on Country Lane. Presented by Scott Awerkamp.

- Scott Awerkamp, 652 Morning Glory, stated that this piece of property has been

looked at before. It is a common area piece of property. The owner never set up an HOA for it. He said he believes the open space was required by the City when the developer put in the development. He said the neighborhood takes care of the weeds. He said there had been a discussion before about having the City take over that piece of property. He said he has presented to the neighbors about having a neighborhood exercise station. He has seen these in other cities and some of them have paths that wind through. He said he emailed Council Members and the Mayor an example of one. This would promote the health of the community. He thinks this property is an ideal spot for putting in an exercise circuit. He believes this would be a great attraction. He hasn't looked into the cost too much but has looked online and it could cost anywhere from \$10,000 to \$100,000 or more.

- Mayor Rosenberg asked who was paying the taxes on the property. That has to do with the legality of transferring it to the City.

- Scott Averkamp said it is owned by an association, which apparently has not paid taxes on it. The legality of transferring it to the City requires a 75% vote of phase 1 and phase 2 of Country Lane. Upon that vote it can be transferred to the City. He believes they can get 75% vote.

- Herb Basso asked how many units are in this pool.

- Scott Averkamp said there was probably 60. He said the property was platted as common area. He said the owner may have filed a non-profit corporation. He thinks it has lapsed. He said they can probably do the legal work to make this happen. The CC&R's do specify that it is a 75% vote.

- Mayor Rosenberg asked Brad Hays, Parks and Trails Director, if he is familiar with exercise stations.

- Brad Hays stated that he has seen the one in Ivins City.

- Mayor Rosenberg said the residents have come to the City before concerning this property but the problem has always been the cost to maintain it. But if the property had a use and the City wasn't just maintaining a landscape strip the City might be interested especially if it has a use that the public is looking for.

- Brad Hays said he has priced exercise equipment and something compared to Ivins would be about \$12,000 to \$15,000.

- Tode Hafen asked about parking along there.

- Mayor Rosenberg said it would be on street parking.

- Scott Averkamp said it is a very wide street and it is in a 25 mph zone.

- Herb Basso asked that with 60 or so homes in the subdivision would the whole group be interested in some financial participation of a modest amount to help move this along and maybe the City matches whatever the difference is.

- Scott Averkamp said he has not had that discussion with anyone. In the way of the measurement of the property, it spans 3 houses and so it's about 40' by 800'.

- Ken Sizemore asked if all eight homeowners have already fenced their back lots.

- Mayor Rosenberg said yes, they have block walls all the way along the property. He asked that if the plat were amended would the residents want it for a backyard.

- Scott Averkamp said he doesn't know if the City can unilaterally do that.

- Mayor Rosenberg said the residents would have to request a plat amendment and the walls would have to be relocated to prevent double access.

- Scott Averkamp said he didn't know. He doesn't think they could get 100% vote on that because everyone has already put in their landscaping and their walls.
- Kay Bills, 2220 Pearl Rose, said he thinks the property could be made into something very nice. He said he didn't think the City would like him to rake all the leaves and weeds into the ditch. He said he would donate some to help the City do this project.
- Gretchen Foster, 762 Country Lane, stated that when they purchased their house the realtor told them there was an association and it would cost them \$5 a month. She said they never saw, heard or did anything with it but there was an attempt at an association at one time.
- Paul Graf said he and his wife walk past this everyday and he is surprised at how in disarray it is. He said he started asking around and then heard about what Scott is proposing. He said there is established trees there. He thought about it being a walkway. He likes the idea of an exercise station and it would be low maintenance. He thinks low maintenance would be the key. A park with children playing would be dangerous. Safety has to come first.
- Jarett Waite asked if this would be just the strip of property and not the part that tapers to a point.
- Mayor Rosenberg said yes. There are two phases to the subdivision.
- Tode Hafen asked who the developer was and wouldn't it have been required if it was a PD.
- Mayor Rosenberg said that Jim Ward was one of the developers. He said that the City prohibits double frontage lots so the lots on Morning Glory couldn't extend all the way through to Country Lane. They probably created this thinking they could probably turn it into a linear park kind of thing and maintain it through the HOA. That's why it was platted this way. If the HOA doesn't have anything to do it doesn't exist after a few years.
- Matt Ence, City Attorney, said he deals with HOA issues all the time and that's not unusual. There are a lot of HOA's that are non-functional or excessively functional. This kind of situation is not surprising. When this is the only function of the HOA there is not enough to motivate people to govern and operate it. Under Utah law it is not entirely clear who has title to the common area. In some ways the plat operates like a dedication. If there is an association the plat identifies and the CC&R's identify the association that's going to hold the common areas so even if there isn't an actual deed there is that record of who is supposed to be responsible for it. He stated that if there was an association created but it ceased to operate the owners in the subdivision have much more claim to this property than the original developer would.
- Tode Hafen asked if it was possible that no one is paying taxes on that property.
- Matt Ence said that the taxes are handled by the County by taking the value of that property and attributing it to all of the owners. Generally speaking there are no separate taxes paid on the common areas.
- Mayor Rosenberg suggested getting with Brad Hays. He asked Brad to go look at the property and meet with the owners. He asked him to see if it would be beneficial from the public standpoint as far as a recreational type use. He has the same concern with safety issues. He said there is a mailbox on that frontage and

people have to cross the street to get to the mailbox. He said they could see if the mailbox can be moved. He said if we can come up with a beneficial use that can be worked into the Master Plan and it can be done safely, that would validate the City taking over the responsibility for it.

- Tode Hafen asked about the water for the property. She said adding equipment to it doesn't really take care of the problem except that the City would be responsible to take care of it. Would lawn have to be put around the equipment?

- Mayor Rosenberg said that was an option. He said that Brad should look at it. If it doesn't have any value, Brad can come back to Council and tell them that. Then it will come back to whether the City wants it and what will happen to the property. He will invite the residents back when Brad comes back with some information.

- Ken Sizemore said he doesn't think this is a high priority that needs to be done this fiscal year so Brad can have some time with the property owners and work out a plan to present to Council. Then this can be considered for the next budget year rather than trying to do something to have to squeeze into this budget.

- Mayor Rosenberg agreed. He said the concern is if the City wants the property at all.

- Scott Averkamp said this could be done in phases. The first phase would be to clean it up.

- Herb Basso stated that having a playground along a strip like that, even though it's an exercise station, could be very hazardous.

- Mayor Rosenberg said that if it was something the City wants to do, designated on-street parking could be created.

- Jerry Amundsen mentioned traffic calming devices. If we are improving something parking can be provided. It could maybe even slow the traffic down a little bit.

- Mayor Rosenberg asked the neighbors, if this is done with the property and a lot of people use it, will they be okay with it.

- Ken Sizemore said he has a design issue. The facilities that have been described typically connect to a regional trail system so people can do warm-up and cool-downs. He's not sure the proposed use would benefit a lot of people if there is no connection to a trail network.

- Mayor Rosenberg said it is on a biking route.

- Matt Ence said there are a lot of people in that area walking and biking.

- Mayor Rosenberg told Scott Averkamp to get with Brad Hays and he thanked him and the other residents for coming to the meeting.

Chris Shelley

From: Brad Hays
Sent: Monday, March 22, 2021 3:47 PM
To: Chris Shelley
Subject: Country lane pics







Sent from my iPhone

REQUEST FOR ACTION

AGENDA ITEM 4

City Council

March 24, 2021



APPLICANT: Brad Hays

SUBJECT:

Approval for the Environmental Assessment for the proposed 270 Acre Shooting Range

BACKGROUND DESCRIPTION:

The proposed shooting range on BLM property requires an environmental assessment to survey the range location and the access road. The survey will look for desert tortoise in the 270 acre range and a survey for the plants in the proposed disturbance areas. The plant survey includes the Holmgren milkvetch, Shivwits milkvetch, Siler pincushion cactus, and dwarf bear-poppy. The survey for the Holmgren milkvetch must be conducted between the months of late March to mid May only since the plant only lives during that period. The survey will allow the City to determine if the range is feasible in the proposed location and access road or what mitigation may be necessary if endangered species are found. The City has requested that Alpine Environmental Resources conduct the survey because they have previous experience working in the area and has recently completed the surveys for the City's South Hills Water line and other City projects. Alpine has provided a cost estimate for \$24,898 for the survey but this price will increase due to the BLM's recent request that the survey include the entire 270 acre parcel for desert tortoise. The bid was only for the area of disturbance for the range and road.

Proposed Recommendation

Approval

Cost

\$24,898

Approved by Legal Department

N/A

Approved in Budget

No

Approved by City Finance Department

No

Amount

14000

Requested By

City Staff

File Upload Attachments

<https://sccity.org/wp-content/uploads/formidable/41/Cost-Estimate-on-TE-survey-Alpine-EA.pdf>

AUTHORIZATION FOR PROFESSIONAL SERVICES

Date March 19, 2021 Office Location Phoenix
Project No. 2021-0319 Address 4028 E Robin Lane
Project Manager Jill Hankins City, State Phoenix, AZ
Proposal # 20210319 Phone: 435-668-6089 Fax: _____

The City of Santa Clara, hereinafter CLIENT, A(N) a corporation organized and existing under the laws of the State of Utah does hereby authorize Alpine Environmental Resources, LLC., hereinafter CONSULTANT, a corporation organized and existing under the laws of the State of Utah, to perform the services set forth below.

SUBJECT TO THE FOLLOWING TERMS & CONDITIONS AND ON THE REVERSE SIDE HEREOF.

A. Client Information

Name City of Santa Clara State UT Zip 84765
Address 2603 Santa Clara Dr
City Santa Clara Phone: (435) 705-0572
Representative Brad Hays Client PO No. _____

B. Project Description

Project Name Santa Clara RPP for gun range
Location South Hills, Santa Clara, Utah
Estimated Completion Date June 30, 2021

Description of CONSULTANTS Service:
T&E species survey for proposed gun range on the South Hills near Santa Clara City. List of Services on attached Exhibit A.

(Refer to attached proposal)

C. Compensation

1 CONSULTANTS total fee is estimated to be \$24,898

2 Basis of CONSULTANTS fee (check one)

- ☒ Time and materials
☐ Lump sum
☐ Other: _____

3 CLIENT shall pay a retainer fee of \$000, which fee shall be paid in full prior to commencement of the work herein contemplated. Said fee shall be applied to CLIENT'S final payment for the services or products provided under this agreement.

D. CLIENT has read and understood the terms and conditions set forth on page 2 and Exhibit A attached hereof and agrees that such items are hereby incorporated into and made a part of this agreement.

E. Having read, understood and agreed to the foregoing, CLIENT and CONSULTANT through their authorized representatives, have subscribed their names hereon effective the 19th day of March 2021

Client Name:

By _____
Printed Name _____
Title _____
Date _____

By Alpine Environmental Resources, LLC
Printed Name Jill Hankins
Title Principal
Date 3/19/2021
Jill Hankins

Agreement to be executed in duplicate

I have read the Terms and Conditions on page 2 and Exhibit A: _____

(Client's Initials)

Client Signature: _____

STANDARD CONDITIONS

CLIENT and CONSULTANT agree that the following provisions shall be a part of their agreement:

ARTICLE 1. DEFINITIONS

1.1 DIRECT EXPENSES: The phrase "direct expenses" means expenditures made by CONSULTANT, its employees or its subconsultants in the interest of the Project. Applicable reimbursable Direct Expenses are defined in this agreement or the Schedule of Charges.

ARTICLE 2. COMPENSATION

2.1 PAYMENT: CONSULTANT shall invoice CLIENT periodically for the Services performed under this Agreement. Invoices shall clearly describe the project name, the services rendered, CONSULTANT'S job number and any CLIENT required data. Invoices must be paid within thirty (30) days of the invoice date and if not paid within such time shall be subject to a late payment charge of 12 percent per month or the highest rate permitted by law.

2.2 EFFECT OF INVOICE: The work performed shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective, and the invoice amount(s) in dispute. CLIENT shall pay undisputed amounts per this article.

2.3 SUSPENSION OF WORK: Failure of CLIENT to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT'S discretion. Work that is not paid for will be solely owned by Consultant.

2.4 ADVANCE PAYMENT WITHHOLDING OF WORK PRODUCT: CONSULTANT reserves the right to require payment in advance for work it estimates will be done during a given billing period. CONSULTANT without any liability to CLIENT reserves the right to withhold any services and/or work products herein contemplated pending payment of CLIENT'S outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the scope of work. CONSULTANT is not obligated to provide services in excess of the authorized budget.

ARTICLE 3. ADDITIONAL SERVICES AND AMENDMENTS

3.1 DEFINITIONS: Services and work products not expressly or by implication specified in this agreement will be provided only upon compliance with the procedures set forth in paragraph 3.2 below, as determined by CONSULTANT.

3.2 AMENDMENT/ADJUSTMENT: Services or work products not in the original scope of work will result in an adjustment of CONSULTANT'S original estimated budget or lump sum fee and will be provided at CLIENT'S request upon execution of a written amendment to this agreement, signed by both CLIENT and CONSULTANT which expressly refers to this agreement.

ARTICLE 4. TERM OF AGREEMENT

4.1 DUE TO DEFAULT: This agreement shall be in effect until the original scope of services, and any agreed to changes to the scope of services, has been completed by CONSULTANT and paid in full by the CLIENT. This agreement may be terminated by either CONSULTANT or the CLIENT upon seven (7) days written notice in the event of substantial failure of either party to perform in accordance with the terms hereof through no fault of the party initiating the termination. In the event of termination, CONSULTANT shall be paid for the services performed to the date of the termination notice plus an additional amount to close down the work in a professional manner.

4.2 WITHOUT CAUSE: This agreement may be terminated by CLIENT upon at least fourteen (14) days written notice to CONSULTANT in the event that the Project is abandoned.

4.3 TERMINATION ADJUSTMENT PAYMENT: If this agreement is terminated by CLIENT through no fault of the CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred by it prior to its receipt of notice of termination from CLIENT including reimbursement for Direct Expenses due, plus an additional amount to cover services to orderly close the work and prepare project files and documentation, plus any additional Direct Expenses incurred by CONSULTANT including but limited to cancellation fees or charges, CONSULTANT will use reasonable efforts to minimize such additional charges.

ARTICLE 5. ALLOCATION OF RISK: WAIVER: WARRANTY

5.1 ALLOCATION OF RISK: CONSULTANT'S liability to CLIENT, CLIENT'S contractors, subcontractors and their agents, employees and consultants, and to all other third parties, which may arise from or be due directly or indirectly to the negligent acts, errors and/or omissions of CONSULTANT, its agents employees or consultants shall not exceed \$10,000 and shall be limited to direct damages. The Client understands that the technical findings resulting from ALPINE's services, while being performed in accordance with current professional practices, may identify natural or man-made conditions that prevent or limit Client's ability to obtain regulatory permits, approvals, or waivers for clients' proposed project. By entering into this agreement, Client acknowledges its obligation to comply fully with this agreement, including those described in Paragraph 2.1, Payment, regardless of the effect of ALPINE's findings on said project. All other damages such as loss of use, profits, anticipated profits and like losses are consequential damages for which CONSULTANT is not liable. CLIENT shall give written notice to CONSULTANT of any claim of negligent act, error or omission within one (1) year after the completion of the work performed by CONSULTANT. Failure to give notice on a timely basis as required shall constitute a waiver of said claim by CLIENT.

5.2 WARRANTY/STANDARD OF CARE: The only warranty or guarantee made by CONSULTANT in connection with the services performed under this agreement is that such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions, at the same time and in the same or a similar locality. When the findings and recommendations of CONSULTANT are based on information supplied by CLIENT and others, such findings and recommendations are correct to the best of CONSULTANT'S knowledge and belief. No other warranty, express or implied, is made or intended by providing consulting services or by furnishing oral or written reports of the findings made.

ARTICLE 6. GENERAL PROVISIONS

6.1 APPLICABLE LAW: This agreement shall be interpreted and enforced according to the laws of the State of Utah.

6.2 CONFIDENTIAL/PROPRIETARY INFORMATION: CONSULTANT agrees that it will not disclose and will hold in confidence any and all proprietary information, drawings, and other matters owned by the CLIENT and bought to CONSULTANT'S attention (collectively the "Information") by CLIENT during the course of this agreement, whether in written or oral form. Without the prior written consent of CLIENT, CONSULTANT

agrees not to use the Information for any purpose other than the performance of the Services performed for CLIENT. However, CONSULTANT shall not be so restricted where (i) Information is now or becomes public through no fault of CONSULTANT, or (ii) CONSULTANT already had the Information in its possession from its own work prior to the date of this Agreement, or (iii) CONSULTANT received the Information from a third party on a non-confidential basis and not derived from CONSULTANT.

6.3 PRECEDENCE OF CONDITIONS: Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail in the absence of CONSULTANT'S express written agreement.

6.4 ASSIGNMENT/SUBCONTRACTING: Neither CLIENT nor CONSULTANT shall assign its interest in this agreement without the written consent of the other. CLIENT hereby consents to CONSULTANT subcontracting any portion of the work to be performed hereunder.

6.5 OWNERSHIP OF INVENTIONS, IDEAS AND DOCUMENTS: All ideas, discoveries and inventions, tracings, survey notes, computer programs and other original documents (collectively "documents") are instruments of service and shall be deemed property of CONSULTANT. Use of CONSULTANT'S work product(s) on other projects without CONSULTANT'S prior written consent is prohibited; however if used, such use shall be at CLIENT'S sole risk. No documents may be altered or modified except by CONSULTANT.

6.6 RECORDS: CONSULTANT shall keep full and complete records of all services done under this Agreement and shall turn copies of such records over to CLIENT per CLIENT'S request upon termination of this agreement.

6.7 FORCE MAJEURE: Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT'S reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby and the fees due hereunder shall be equitably adjusted. Client will provide access to work sites and obtain any required consents necessary for such access.

6.8 ATTORNEY'S FEES: Should either party hereto seek to enforce any term of this agreement, it is agreed that the prevailing party shall be entitled to recover its costs, expenses, and reasonable attorney's fees.

6.9 MERGER; WAIVER; SURVIVAL: Except as set forth in Article 3.2 above, this agreement constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements written or oral. One or more waivers of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions. Any provision hereof which is legally deemed void or unenforceable shall not void this entire agreement and all remaining provisions shall survive and be enforceable.

6.10 REFERENCE BY ALPINE TO THIS PROJECT: It is common for professional service firms such as ALPINE, in discussions with prospective clients, to make reference to prior work, and ALPINE would like the opportunity to do so with respect to this Project. Unless Client informs ALPINE to the contrary, on completion of this Project ALPINE understands that it will be entitled to make reference to having undertaken it. This reference may include Client's name, a brief description of the Project's objectives, approximate costs, photos, and Client contact information. This type of reference may be included in written documents such as proposals, ALPINE newsletters and websites; and verbal discussions with third parties regarding work opportunities.

6.11 NON-SOLICITATION OF ALPINE EMPLOYEES: During the term of this Agreement and for a period of one (1) year thereafter, Client agrees not to hire, induce or solicit, or attempt to hire, induce or solicit or cause any other person or entity (including any parent company of Client and any subsidiary or affiliate of Client) to hire, induce or solicit or attempt to hire, induce or solicit, whether directly or indirectly, the services of any staff, employee, consultant, or subcontractor of ALPINE (the "Solicited Person") without prior written consent of ALPINE. Client agrees that ALPINE will be irreparably harmed by any violation or breach of this provision by Client. Accordingly, notwithstanding anything set forth herein to the contrary, Client agrees that any violation of this provision shall, in addition to all other legal and equitable relief that ALPINE may be entitled to, require Client to pay to ALPINE, within ten (10) days of receipt of written demand by ALPINE, a sum equal to the Solicited Person's actual compensation paid by ALPINE during the twelve (12) months immediately preceding the date of the notice.

ARTICLE 7. SERVICES BY CLIENT

7.1 ACCESS TO WORK SITE: CLIENT will provide access to work site, obtain all permits, provide all legal services in connection with the project and provide environmental impact reports unless specifically included in the scope of work. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees and all other fees, permits, bond premiums, and all other charges not specifically covered by the terms of this agreement.

7.2 UNSAFE CONDITIONS: CONSULTANT shall be informed immediately by CLIENT of any and all information regarding type, quantity and location of any hazardous, toxic or dangerous materials or unsafe conditions known or suspected at all work sites where services are to be performed.

7.3 UNDERGROUND OBSTRUCTIONS: CLIENT shall provide CONSULTANT plans which designate the location of all subsurface structures at the work site, and shall be responsible for any damage and shall indemnify CONSULTANT, for all loss caused by CONSULTANT as a result of any structure not so designated, or by CLIENT'S inaccurate identification of underground obstructions.

7.4 AGENCY REPORTING: CLIENT shall be solely responsible for notifying appropriate governmental agencies of the existence of any hazardous, toxic or dangerous materials at the work site or discovered during performance of this agreement. Upon CLIENT'S request, CONSULTANT may notify such agencies on behalf of CLIENT, as CLIENT'S agent.

Exhibit A



4028 E Robin Lane Phoenix, Arizona 85050

435-668-6089

March 19, 2021

Brad Hays
City of Santa Clara
2603 Santa Clara Dr.
Santa Clara, UT 84765

RE: Revised Cost Estimate for T&E species survey for the proposed gun range on the South Hills.

Dear Mr. Hays,

In light of our most recent discussions on the planned Recreation and Public Purposes (RPP) Act application, the BLM wildlife biologist, Stephanie Root, requested the city complete a USFWS protocol level survey for the Mojave Desert tortoise of the entire 270-acre requested parcel. I am providing this revised cost estimate to include the larger survey area. This replaces the cost estimate dated February 25, 2021.

I completed a USFWS data search of the project area for species listed as protected by the Endangered Species Act (ESA). This search identified 8 listed species that will require analysis resulting in an effects determination for the anticipated ESA analysis for the planned RPP land grant from the BLM. Stephanie and I discussed the listed species and suitable survey efforts for each species. It was decided that the area of the planned surface disturbance should be surveyed for the listed plants in accordance with the USFWS botanical survey protocols as well. Therefore, this cost estimate includes one-year survey event for these 5 listed species; Mojave Desert tortoise, Holmgren milkvetch, Siler pincushion cactus, dwarf bear-poppy, Shivwits milkvetch. The anticipated survey area is indicated on the attached figure.

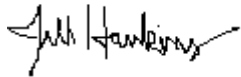
Tasks and projected costs include:

1. Conduct a pre-scoping meeting with the BLM biologists regarding the proposed RPP land grant, the proposed gun range, and NEPA/ESA requirements.
2. Prepare a Survey Plan and submit to the BLM and USFWS
3. Conduct species-specific survey by certified biologists according to the Approved Survey Plan.
4. Anticipated survey is 100% pedestrian survey coverage of the requested RPP 270-acre area (with 300-feet buffer) for the Mojave Desert tortoise.
5. 100% pedestrian survey of the proposed gun range area (with 300 feet buffer) for the listed plant species during the flowering season of the Holmgren milkvetch (late March – early May).
6. GPS recording of survey findings.
7. Prepare Biological Survey Report
8. Submit to the BLM for review
9. Complete one round of edits with the BLM to prepare the report for submittal to the USFWS

Total Cost.....\$24,898

I appreciate the opportunity to provide you with our consulting services. Please feel free to call me if you have questions or would like clarification on anything.

Sincerely,

A handwritten signature in black ink, appearing to read "Jill Hankins". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jill Hankins, Biologist
NEPA Specialist

RPP Biological Survey Area

Recreation Public Purpose 270-acres

Legend

-  300 feet buffer Survey Area for Shooting Range
-  Access Road
-  Natural Berm
-  Proposed Access Road
-  RPP Property Boundary & Survey Area

Google Earth

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