

NOTICE AND AGENDA
SANTA CLARA CITY COUNCIL MEETING
Wednesday, May12, 2021

Time: 5:00 p.m.

AGENDA

NOTICE is hereby given that the Santa Clara City Council will hold a Regular Meeting on the 12th day of May 2021 in the City Council Chambers of the Town Hall at 2603 Santa Clara Drive, Santa Clara Utah. which meeting will begin at 5:00 PM. **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.

1. Call to Order

2. Opening Ceremony:

- Pledge of Allegiance: Santa Clara City Scout Troop 407-Weeblos
- Opening Comments: Jarett Waite

3. Communications and Appearances:

4. Conflicts and Disclosures:

5. Working Agenda:

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

B. Consent Agenda:

1. Approval of Claims and Minutes

- April 28, 2021 Regular City Council Meeting Minutes
- May 5, 2021 City Council Work Meeting Minutes
- Claims through May 12, 2021

2. Calendar of Events

- May 26, 2021 Regular City Council Meeting
- June 2, 2021 City Council Work Meeting

3. Set a Public Hearing to receive public input on the Santa Clara City FY 2021-2022 Final Budget for June 9th 2021 at 5:00 pm.

C. General Business:

1. Consider amending the Plat for Desert Village Townhomes Ph.1 by changing the Name Tuacahn Road to Settlers Drive. Presented by Drake Howell.
2. Consider approval of a Final Plat for Desert Village Townhomes Phase 2 with 53 townhome units on 4.4 acres located east of Rachel Drive (east of Lava Ridge Intermediate School) and north of the Harmons Store. Cole West Homes, applicant. Presented by Bob Nicholson, City Planner.

3. Consider approval of a Final Plat for Heritage Point Townhomes Phase 2, located on the south side of Santa Clara Drive, west of Country Lane extending to Lava Flow Drive. Austin Anderson, applicant. Presented by Bob Nicholson, City Planner.
4. Consider a request for a preliminary plat extension for 1 year for the Edge at Grand Desert. Presented by Corey Bundy, Building Official.
5. Consider approving a Lease Agreement for a Wildland Utility Vehicle between Santa Clara City and CH Wildland Fire Support. Presented by Randy Hancey, Fire Chief.

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 6th day of May 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.sccity.org>. The 2020 meeting schedule was also provided to the Spectrum on January 1, 2021.

Chris Shelley – City Recorder

**SANTA CLARA CITY COUNCIL MEETING
WEDNESDAY, APRIL 28, 2021
MINUTES**

THE CITY COUNCIL FOR THE CITY OF SANTA CLARA, WASHINGTON COUNTY, UTAH, met for a Regular Meeting on Wednesday, April 28, 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 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.

Present: Mayor Pro Tem Jarett Waite
Council Members: Jarett Waite, Wendell Gubler, Leina Mathis and Denny Drake
City Manager: Brock Jacobsen
City Recorder: Chris Shelley

Others Present: Dustin Mouritsen, Public Works Director; Corey Bundy, Building Official; Brad Hayes, Parks & Trails Director; Gary Hall, Power Director; Randy Hancey, Fire Chief; Kristelle Hill, Admin. Assistant; Debbie Bannon, Finance Dept.; Megan Webber

1. **Call to Order:** Mayor Pro Tem Waite called the meeting to order at 5:00 p.m. and welcomed everyone. He excused Mayor Rick Rosenberg who was out of town and Councilman Ben Shakespeare who was unavailable for the meeting tonight. He introduced the Council members.
2. **Opening Ceremony:**
 - Pledge of Allegiance: Leina Mathis
 - Opening Comments: Leina Mathis
3. **Communications and Appearances:** None.
4. **Conflicts and Disclosures:** None.
5. **Working Agenda:**

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

1. Public Hearing to receive public input regarding the Santa Clara City FY 2021-2022 Tentative Budget.

- Brock Jacobsen, City Manager, said the Council talked about this the first of the month and there are a few changes to the budget to this fiscal year. A couple of changes that impacted this were the Fire Department's request for an additional Fire/EMS person so

that was added into the budget and also, we approved the City Planner/Economic Development position. Those two positions added in made an impact. Also, as we re-looked at the percentages that we do every year in April with the City of Ivins, the percentages for Police, Fire/EMS, Justice Court, that percentage has changed slightly. It has been 55% - 45% with Santa Clara paying the 45%. It will now be 46% Santa Clara and 54% Ivins City. Their connections increased far more than ours, but our population increased more than theirs. According to the information we found our average household population was almost a person higher than Ivins. This shifted our budget, so our budget went up just a little bit. That shifted our budget to just over \$8,018,850, which also increased the amount of fund balance we'll need to use. We are just under \$400,000 so we are now to \$625,000 fund balance we will be using to balance the budget. He said that potentially what we are looking at the end of this fiscal year is about a 22% unrestricted fund balance. We are still looking positive there. Other than that, there were no changes to the Enterprise Funds. The Water Fund is still sitting at \$2.92 million, and the Sewer Fund is at \$841,000. The Power Fund is at \$5.472 million and the Storm Water Fund is at \$596,000. We still have all of our projects and equipment that Staff has requested which has bumped our budget up a fair amount this year. We are doing a few new things with IT. We are getting a new server and we might have to get that this fiscal year because of our new metering service. We also had to have a Wild Land Crew Engine replacement for \$300,000 and we have ordered a new street sweeper. We actually amended this current fiscal year budget to account for that, but we may not see the new street sweeper until next fiscal year. The Parks Department has quite a few projects and equipment, which total about \$800,000. A portion of that is coming from the County Rap Tax and impact fees. They will be doing the Canyon View Park parking lot update. We are also doing our yearly trade-in of vehicles through the Enterprise Funds and through the funds we are also doing substation upgrade at the Hassel Substation, which accounts for \$200,000. All the projects we talked about at the Budget Retreat are in the budget.

5:08 p.m. Public Hearing Opened.

5:08 p.m. Public Hearing Closed.

B. Consent Agenda:

1. Approval of Claims and Minutes:

- April 14, 2021 Santa Clara City Regular City Council Meeting Minutes
- Claims through April 28, 2021

2. Calendar of Events

- May 5, 2021 City Council Work Meeting
- May 12, 2021 Regular City Council Meeting
- May 26, 2021 Regular City Council Meeting

Motion to Approve the Consent Agenda.

Motion by Denny Drake, seconded by Wendell Gubler.

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

Voting Nay: None.

Motion Carried.

C. General Business:

1. Consider approval of the Santa Clara City FY 2021-2022 Tentative Budget. Presented by Brock Jacobsen, City Manager.

Motion to Approve the Santa Clara City FY 2021-2022 Tentative Budget.

Motion by Leina Mathis, seconded by Denny Drake.

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

Voting Nay: None.

Motion Carried.

2. Consider approval of the amended Building Official Job Description. Presented by Brock Jacobsen, City Manager.

- Brock Jacobsen stated that Council recently adopted the job description for the City Planner/Economic Development. The Planner portion of the job description comes from the City Building job description. Since we have removed those duties from that job description, we have brought the new job description for Council to review and approve. The new description will allow the Building Inspector to focus on what he has been trained to do.

Motion to Approve the amended Building Official Job Description.

Motion by Denny Drake, seconded by Leina Mathis.

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

Voting Nay: None.

Motion Carried.

3. Consider approval of Ordinance 2021-15, an Ordinance amending the Municipal Code to promote water use efficiency in landscape irrigation. Presented by Brock Jacobsen, City Manager.

- Brock Jacobsen said that this came from the Washington County Water Conservancy District asking municipalities to enact this "Time of Day Watering Ordinance" to help with water use and water efficiency in the County. This Time-of-Day Ordinance states that "irrigation within the City should only be done between the hours of 8 p.m. and 10 a.m. which would significantly increase the efficiency of water irrigation and will also help with the public interest and enhances community economic, environmental, recreational and aesthetic resources. He stated that right now we are talking about water conservation throughout the County and this subject will be on Council's agenda next week. We are asking people to try and do their part to conserve water and be efficient with the water that we use. He said that inside this ordinance it states that these parameters are specific to culinary water. If someone or the municipality or a business or home is on secondary water the Time-of-Day Ordinance does not apply to that. "Secondary (untreated or reclaimed wastewater) water systems have limited capacity and

are therefore exempt from this ordinance. Facilities irrigated with secondary water systems include public amenities (parks, golf courses, schools, cemeteries) and some residential neighborhoods. Using secondary water for irrigation extends our water resources and saves residents millions of dollars in annual treatment costs.” He said that if someone has a “New lawn, that requires frequent irrigation for establishment purposes within 90 days of planting or there are short cycles required for testing, inspecting, and maintaining irrigation systems or other situations as permitted by the city. We are working to get all of our parks on secondary water. The effective date of this ordinance is April 28, 2021 but the Water Conservancy District suggested June 1, 2021. He suggested that we should make the change to June 1 so we can do some education for the public over the next 30 days and get the notice out through social media and putting pamphlets in the next bill. That way if we do go out and someone is watering during a time other than that time frame, we can give them a pamphlet and explain why we have the ordinance and why it is more efficient to water during those times. He said that this ordinance didn’t contain any mention of a fine or something associated with that for someone who doesn’t want to comply with this. He thinks it would be up to the City if we want to implement some fine that would be associated with someone who does not want to comply with this such as giving a warning and on the third warning, we give a \$50 fine and then that escalates from there. That is up to Council to decide. As it is written from the Water District there is no fine or consequence for non-compliance.

- Leina Mathis said that is because they can’t levy one. It has to be the municipality that does that.
- Wendell Gubler asked if there would be any policing of this. Will we be sending people out there to check on a regular basis? Would we have neighbors reporting neighbors?
- Brock Jacobsen said his thought is if Staff is out, whether it be code enforcement or other Staff duties and they see somebody they would report it. He said his hope is that we can do some education.
- Wendell Gubler said we would be better served by being kind rather than being policemen.
- Brock Jacobsen asked about how to handle those who are non-compliant. Hopefully, we can do a lot through education and discussions with residents that are watering during the restricted hours. He said Council could even address consequences at another time if they feel like non-compliance has become an issue.
- Denny Drake said he feels that unless it is being abused that we don’t do anything with it other than just enact the ordinance and educate the public and then follow through if there are abuses.
- Leina Mathis agreed with Denny’s thoughts.
- Mayor Pro Tem Waite agreed also.
- Brad Hays, Parks & Trails Director said one exception might need to be made for someone who has put in new landscape and put down new sod and it needs to be watered during the day. They would need to water it a couple of times a day to protect their investment.
- Brock Jacobsen said that the ordinance states in Section 4, “This ordinance does not apply in the following situations: New lawn, that requires frequent irrigation for establishment purposes within 90 days of planting.” So, they have 90 days to water and get that sod established.
- Mayor Pro Tem Waite wanted to clarify that it is irrigation of lawns and landscapes so

would gardens be allowed or are they considered landscaping.

- Denny Drake said he thinks what they are trying to do is limit us on what we use potable water for. If they have secondary systems, there is a different requirement on them. It would be applicable to all potables. He said they wouldn't want to irrigate gardens during the heat of the day either. This is a general use ordinance that makes people aware of what the situation is here in Washington County and the Southern end of the State.

- Mayor Pro Tem Waite said he wants to make sure we don't have any gardeners that get upset because they get a knock on the door and they are just trying to take care of their plants the way they want to which is probably not the purpose of this ordinance. It is probably just lawns and landscaping.

- Leina Mathis said if they wanted to have extra water during the day, they could fill up a bucket the night before and use it the next day.

- Mayor Pro Tem Waite said we can also make changes or adjustments to the ordinance if we have to such as having issues or complaints. It sounds like we don't want to have any sort of enforcement in the ordinance right now.

Motion to Approve Ordinance 2021-15, an Ordinance amending the Municipal Code to promote water use efficiency in landscape irrigation with the effective date being modified to June 1, 2021.

Motion by Leina Mathis, seconded by Denny Drake.

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

Voting Nay: None.

Motion Carried.

4. Consider approving a Proclamation setting May 2021 as Building Safety Month in Santa Clara City. Presented by Corey Bundy, Building Official.

- Corey Bundy said that "Prevent, Prepare, Protect. Building Codes Save," is the theme for Building Safety Month 2021, encourages all Americans to raise awareness about the importance of safe and resilient construction; fire prevention; disaster mitigation, energy conservation; water safety; training the next generation; and new technologies in the construction industry. This campaign is supported by four core themes that will be highlighted through May 2021. They include: Week 1/Energy and Innovation, making communities more resilient with science and technology-based code requirements. Week 2/Train the Next Generation, working with the industrial to train the next generation of building safety professions. Week 3/Water Safety, helping to make smart decisions about water safety and conservation. Week 4/Disaster preparedness, making sure our communities are prepared for a natural disaster and manmade disasters. He said that the City every year reaches out to the elementary schools to include them in this. Because of COVID we will probably just send out some coloring books and pencils. Usually, our Staff goes out to the schools and educates the students about building safety. He said there is also a variety of things on the City website such as community outreach programs. He is asked the Council for their approval.

Motion to Approve a Proclamation setting May 2021 as Building Safety Month in Santa Clara City.

Motion by Wendell Gubler, seconded by Leina Mathis.

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

Voting Nay: None.

Motion Carried.

6. Reports:

A. Mayor / Council Reports

Leina Mathis:

- She attended the Tri-City meeting for Sand Hollow Aquatic Center (the SHAC). They looked at the budgets and the projected revenues. In 2020 our residents accounted for 6.91% of usage of that facility. Our 5-year average is 7.99% so we were a full point percent down last year with our usage. The way this is determined is when a person visits the pool, when they are checked in, they are asked to state their zip code of where they reside. Based on the agreement that we signed with St. George City, we see in our budget that there is an expense line for the SHAC that is directly related to the shortfall that they have every year, and we contribute based on our percentage of usage. She said they looked at the revenue numbers for this year and they are significantly down so the amount we will have to contribute will be higher. They are putting in a new infiltration system. It has a 3-year cost recovery rate. They basically have to flush the water out of the system twice a week. Because of that this new infiltration system cost them about \$275,000 to put in but when they do the flush it is about 80,000 gallons of water every month that they have to flush. Because of the newness of the technology that they are putting in it will save them about that much and it will increase the healthiness and safety if the pool. It will also be more efficient.
- Brock Jacobsen said that on our shortfall it's only on operating. Any capital expenditures that they do there we don't pay for any of that.
- Leina Mathis said that is correct however this \$275,000 is being deemed to maintenance not a capital expenditure. Because we are part of the agreement, Santa Clara is allowed to have one day so if we want to align it with our Swiss Days events, we are allowed to have one day a year where we can offer free swim to our residents to go and use the facility. She just needs to let them know what day we would like to do that. She said that as part of what St. George City is proposing for their budget, they are going to start instituting non-resident fees for various activities in their city. The two that will impact us the most will be the pickle ball courts in their city and various sports. For all of our residents that use their programs for sports such as soccer, basketball, flag football, they are going to differentiate those between residents that live in their city and non-residents and non-residents will pay more to participate in their city. She has asked them to get her numbers of what our percentage of activity and using them is and if it is really high maybe we need to look at having these things in our own City rather than having to go to St. George.
- She went to the League of Cities meeting last week. She said that the State of Utah offers what is called "A Get Healthy Award" for communities that participate in mental, physical, food and other types of health. She talked to Brad Hays and we are already doing the majority of these things that are required in order to earn this award. We are short in one area and we are going to contact Chief Flowers to see what we can do. We

are going to try and get that award. She said they also talked about expecting that in a special session the Governor is going to be calling for HB 98, which is the inspections and plan reviews, and the bill is going to come back. They have addressed the FEMA issues and they have removed the issues that they had with that and so they expect it to come back and be signed in that special session.

- She complimented whoever put the video together that highlighted our City as part of the City kick-off for the League. It was fantastic. She expressed her gratitude.

Mayor Pro Tem Waite:

- He got to go have a tour of the Quail Water Treatment plant.

- He attended the Resort at Small Rural Hub Caucus. He talked about how rentals are done in other cities. They have said that Airbnb's have reduced affordable housing. He said it is a good thing that in Santa Clara we have made a zone for it, so it hasn't crept in and taken over all the affordable housing in our City.

- He talked about the Governor's message and said that he stated that if you are vaccinated, act like it. He also said that there are enough vaccines that everyone in the State could be vaccinated by the end of May. He said that almost all the regulations that are still in place because of the bill that was passed could end in two weeks.

- He attended the Arbor Day event that the Parks Department put on. It was very well done. Sherrelle did a great job putting it together.

- He said that he and Brock had a meeting with TDS to discuss Internet in Santa Clara and Utopia. Brenda Cody was the person that met with us. They brought up some really good questions we need to ask Utopia. We are glad we brought them into the conversation. They did say their service is getting better in Santa Clara. He has been trying to reach out to some residents to verify that. TDS is going to get back with us on what fiber they have in the City. He spent time with Utopia at the League meeting asking a lot of questions. We have Roger Timmerman scheduled to come to our Work Meeting on June 2. He is going to give us a presentation on what Utopia would look like in our City and what it would cost, and he will answer our questions.

- He talked about the City's new City Planner position. He was talking to David Whitehead last week. He is concerned that some of the owners in Paradise Village are paying their sales taxes to where they live and not in Santa Clara and he thinks we are probably missing out on some money. It could be substantial. He wondered if we could add to the job description of the City Planner this responsibility.

Denny Drake:

- Swiss Days is moving forward. They had their first meeting. He said if Council has any ideas of what we need to do with Swiss Days he would like Council to pass that on to him or the committee. He thinks they are going to move forward with an open Swiss Days. Things should be back to normal. The planning is going ahead as if it were normal.

- He asked Brad Hays if he has heard anything from the BLM on the shooting range.

- Brad Hays said that this week they are doing the TE&E for the tortoises and plants so once we get that information back then we will start moving forward. Then we will know what mitigation we might need to do for that. He sent a letter to the area manager asking for assistance and they said they weren't going to assist.

- Denny Drake said he saw where the BLM has put up their surplus ground for sale over

in the Hurricane area and they are waiting for appeals on that.

Wendell Gubler:

- Nothing to report.

Brock Jacobsen:

- Said he attended a meeting with the UCMA and one of the discussions was on remote working. Employees can't find housing in some cities, so all of their workers are remote, so they won't have to commute. He said he would hate for us to ever end up in that position.

7. **Executive Session: None.**

8. **Adjournment:**

Motion to adjourn by Denny Drake.

Seconded by Wendell Gubler with all members present voting aye.

Meeting Adjourned at 5:43 p.m.

Date Approved: _____

Chris Shelley – City Recorder

**City of Santa Clara
Check Register
Checking 1889 - 05/05/2021 to 05/05/2021**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
A & E PLUMBING & CONTRACTI	69033	68990-1	04/23/2021	05/05/2021	1,570.00	INV#68990-1 REPAIR LEAKS HOT WATER S	104240-260 - BUILDING MAINTEN
					\$1,570.00		
AGEC	69034	2210128-01	04/29/2021	05/05/2021	1,387.50	INV#2210128-01 S HILLS WATER IMPROVE	515110-730 - IMPROVEMENTS
AGEC	69034	2210578-01	04/29/2021	05/05/2021	400.00	INV#2210578-01 CIR DR DETENTION BASIN	545410-730 - IMPROVEMENTS
					\$1,787.50		
					\$1,787.50		
BOWEN COLLINS & ASSOCIATE	69035	24789	12/01/2020	05/05/2021	412.50	INV#24789-ARCADIA RESORT PLAN REVIE	104240-370 - PROFESSIONAL SE
BOWEN COLLINS & ASSOCIATE	69035	24790	12/01/2020	05/05/2021	82.50	INV#24790-DESERT VILLAGE FINAL PLAT	104240-370 - PROFESSIONAL SE
BOWEN COLLINS & ASSOCIATE	69035	25238	02/08/2021	05/05/2021	87.00	INV#25238-SYCAMORES PLAT C FINAL PLA	104240-370 - PROFESSIONAL SE
BOWEN COLLINS & ASSOCIATE	69035	25239	02/08/2021	05/05/2021	261.00	INV#25239-ARCADIA RESORT PLAN REVIE	104240-370 - PROFESSIONAL SE
BOWEN COLLINS & ASSOCIATE	69035	25240	02/08/2021	05/05/2021	87.00	INV#25240-HERITAGE POINT TOWNHOME	104240-370 - PROFESSIONAL SE
BOWEN COLLINS & ASSOCIATE	69035	25241	02/08/2021	05/05/2021	87.00	INV#25241-BUCKS ACE HARDWARE FINAL	104240-370 - PROFESSIONAL SE
					\$1,017.00		
					\$1,017.00		
C QUALITY CONSTRUCTION LL	69036	RFD 2001158.05	05/03/2021	05/05/2021	500.00	Deposit Refund: 2001158 - C QUALITY CONS	102570-000 - BLDG SITE MAINTEN
					\$500.00		
CHILD SUPPORT SERVICES	69037	50521-692490-C	05/04/2021	05/05/2021	131.73	CASEY-C000692490 PAY PERIOD 05/05/202	102595-000 - GARNISMENTS PAY
CHILD SUPPORT SERVICES	69037	50521-873789	05/04/2021	05/05/2021	206.77	CASEY-C000873789 PAY PERIOD 05/05/202	102595-000 - GARNISMENTS PAY
					\$338.50		
					\$338.50		
COMPUTECH CONSULTING	69038	20084	04/29/2021	05/05/2021	568.97	INV#20084-ERGOTECH STAND, KEYBOAR	104130-240 - OFFICE SUPPLIES
					\$568.97		
DIAL, CARLY	69039	50521-C DIAL	05/05/2021	05/05/2021	103.73	BAIL REFUND CASE 185200107	102560-000 - BAIL & RESTITUTION
					\$103.73		
DR. ROBERT R. FOSTER, D.O. P.	69040	MAY 2021-MED	04/30/2021	05/05/2021	600.00	MEDICAL SERVICES DIRECTOR-EMS & FIR	104230-370 - PROFESSIONAL SE
DR. ROBERT R. FOSTER, D.O. P.	69040	MAY 2021-MED	04/30/2021	05/05/2021	600.00	MEDICAL SERVICES DIRECTOR-EMS & FIR	104235-370 - PROFESSIONAL SE
					\$1,200.00		
					\$1,200.00		
ELLEFSON, JAY & MANDI	69041	Refund: 414254	05/03/2021	05/05/2021	196.21	Refund: 414254 - ELLEFSON, JAY & MANDI	531311-000 - ACCOUNTS RECEIV
					\$196.21		
ERIC GENTRY	69042	APRIL 2021	04/30/2021	05/05/2021	1,500.00	PROFESSIONAL SERVICES	104120-330 - LEGAL SERVICES
					\$1,500.00		
EXPRESS LUBE	69043	44839	05/04/2021	05/05/2021	36.89	INV#44839-PW 2018 FORD F150 OIL CHAN	545410-253 - REPAIRS & MAINTEN
					\$36.89		
FREEDOM MAILING SERVICES, I	69044	40380	04/27/2021	05/05/2021	1,629.48	BILL PROCESSING APR 21 INV 40380	104130-370 - PROFESSIONAL SE
					\$1,629.48		

**City of Santa Clara
Check Register
Checking 1889 - 05/05/2021 to 05/05/2021**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
GLOBE LIFE LIBERTY NATIONA	69045	MAY 2021-LIFE I	04/25/2021	05/05/2021	624.02	LIFE INSURANCE	102252-000 - ULGT LIFE PAYABLE
					\$624.02		
LAURA SQUIRES	69046	69-APR 2021 C	04/30/2021	05/05/2021	500.00	Inv#69-CC MINUTES APRIL 2021	104130-370 - PROFESSIONAL SE
					\$500.00		
MMI METER MAINTENANCE INC	69047	145882	04/27/2021	05/05/2021	520.00	INV#145882-YEARLY TESTING LARGE WAT	515110-461 - WATER METERS
MMI METER MAINTENANCE INC	69047	145883	04/27/2021	05/05/2021	625.00	INV#145883-HYDRANT MASTER METER RE	515110-461 - WATER METERS
					\$1,145.00		
					\$1,145.00		
OCOTILLO LLC	69048	SAC200226023	05/04/2021	05/05/2021	500.00	BLDG MAIN DEP REFUND PERMIT 20-023	102570-000 - BLDG SITE MAINTEN
					\$500.00		
PROGRESSIVE CONTRACTING,	69049	42921-S HILLS P	04/29/2021	05/05/2021	228,527.64	S HILLS WATER PROJECT 2021 CONSTRU	515110-730 - IMPROVEMENTS
					\$228,527.64		
PROTECT YOUTH SPORTS	69050	860503	04/30/2021	05/05/2021	153.65	INV #860503-WILDLANDS CREW BACKGRO	104230-370 - PROFESSIONAL SE
					\$153.65		
PUBLIC EMPLOYEES LTD PROG	69051	APRIL 2021-LTD	05/01/2021	05/05/2021	766.04	MONTHLY LTD PAYMENT	102235-000 - DISABILITY PAYABLE
					\$766.04		
ROBERT R. NICHOLSON	69052	40921-RN	04/09/2021	05/05/2021	78.00	REIMBURSE DUES FOR AMERICAN PLANN	104240-210 - SUBSCRIPTIONS &
					\$78.00		
ROBERT SMITH	69053	50421-ARCADIA	05/04/2021	05/05/2021	57,742.76	FIANL BOND RELEASE ARCADIA PH 2	102585-000 - SUBDIVISION SECU
					\$57,742.76		
SECURLYFT CORPORATION	69054	219	05/03/2021	05/05/2021	600.00	INV#219-MONTHLY SUBSCRIPTION APR 20	104235-250 - OPERATING SUPPLI
					\$600.00		
SOUTHERN UTAH TREE SERVIC	69055	1687	04/29/2021	05/05/2021	1,000.00	INV#1687-REMOVE SYCAMORE TREE & G	104510-488 - TREE MAINTENANC
					\$1,000.00		
TAYLOR BUILT HOMES	69056	RFD 2001007.04	04/28/2021	05/05/2021	500.00	Deposit Refund: 2001007 - TAYLOR BUILT H	102570-000 - BLDG SITE MAINTEN
TAYLOR BUILT HOMES	69057	SAC200602081	01/21/2021	05/05/2021	500.00	BLDG MAIN DEPOSIT REFUND PERMIT 20-	102570-000 - BLDG SITE MAINTEN
TAYLOR BUILT HOMES	69057	SAC200629105	04/05/2021	05/05/2021	500.00	BLDG MAIN DEPOSIT REFUND PERMIT 20-	102570-000 - BLDG SITE MAINTEN
					\$1,000.00		
					\$1,500.00		
TURNER TURF FARMS CORP	69058	37012	04/29/2021	05/05/2021	260.00	INV#37012-TURF REPLACEMENT LAVA FLO	535310-250 - OPERATING SUPPLI
					\$260.00		
UTAH STATE TREASURER / FINE	69059	APRIL 2021-CO	05/03/2021	05/05/2021	8,594.99	COURT SURCHARGES	104120-905 - STATE FINE COLLEC
					\$8,594.99		

**City of Santa Clara
Check Register
Checking 1889 - 05/05/2021 to 05/05/2021**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
UTILITY FINANCIAL SOLUTIONS,	69060	20723UFS	04/27/2021	05/05/2021	4,997.50	INV#20723UFS-ELECTRIC COS FP & RATE	535310-320 - ENGINEERING SERV
					\$4,997.50		
WASH. CO. FLOOD CONTROL DI	69061	APRIL 2021-FLO	05/03/2021	05/05/2021	4,347.00	FLOOD CONTROL DISTRICT 53-330100000	545410-770 - FLOOD CONTROL DI
					\$4,347.00		
WASH. COUNTY WATER CONSE	69062	14880	04/30/2021	05/05/2021	5,417.02	REGIONAL WATER SURCHARGE-APR-2021	513714-000 - REGIONAL WATER S
WASH. COUNTY WATER CONSE	69062	15018	05/01/2021	05/05/2021	4,514.63	REG.PIPELINE BOND PAYMENT FOR JUNE	515110-822 - DEBT PAYMENT TO
					\$9,931.65		
					\$9,931.65		
					\$331,716.53		

REQUEST FOR ACTION

AGENDA ITEM 2

City Council

May 12, 2021



APPLICANT: Cole West Drake Howell

SUBJECT:

Consider approval of a Final plat for Desert Village phase 2 with 53 townhome units on 4.4 acres located east of Rachel Drive.

BACKGROUND DESCRIPTION:

The applicant proposes 53 two-story townhome units (in 8 buildings) on the 4.4 acre phase 2 site. The preliminary plat was approved by the PC and CC in June 2020 with 185 total dwelling units on 17.1 acres which included approval of a Density Bonus.

Proposed Recommendation

Approval

Cost

N/A

Approved by Legal Department

Yes

Approved in Budget

Yes

Approved by City Finance Department

Yes

Amount

N/A

Requested By

Corey Bundy

File Upload Attachments

<https://sccity.org/wp-content/uploads/formidable/41/PC-agenda-rpt-4-22-21-Final-plat-Desert-Village-phase-2.pdf>,
<https://sccity.org/wp-content/uploads/formidable/41/Desert-Village-Phase-2-Final-Plat-Application-1.pdf>,
<https://sccity.org/wp-content/uploads/formidable/41/Desert-Village-final-plat-phase-2-1.pdf>

**City Council agenda report for 5-12-21; Consider approval of a Final plat for Desert Village phase 2 with 53 townhome units on 4.4 acres located east of Rachel Drive (east of Lava Ridge Intermediate School) and north of Harmons Store.
Cole West Homes, applicant.**

Zone: PD Residential

General Plan designation: Medium Density Residential (MDR)

Acres: 4.4 acres

Applicant: Cole West Homes. Drake Howell, representative.

Project Engineer: Rosenberg Associates.

Project location: Project borders Rachel Drive and is due east of the Lava Ridge Intermediate School. The project site is north of Harmons Store, and more specifically between the Tuachan Wash on the north and Lava Flow Wash on the south.

Final Plat Request: The applicant proposes 53 two-story townhome units (in 8 buildings) on the 4.4 acre phase 2 site. The preliminary plat was approved by the PC and CC in June 2020 with 185 total dwelling units on 17.1 acres which included approval of a Density Bonus.

Exterior Building Materials: Exterior materials include tile roof, 2 tone stucco colors with band and pop out features, and attached 2-car garages. All dwelling units are planned to be outside the 100 year floodplain boundary.

Project Amenities: The project proposes a pool with bathrooms, and a small playground area and pickleball courts. An HOA will be formed to maintain the common areas and all landscaping.

Traffic Access: All roads will be public and conform to the city's public street standards. The project will have two accesses off Rachel Drive. In the phase 2 area, the units back to either the Tuacahn Wash or the Lava Flow wash, and front onto a public street called Tuacahn Road. Public trails are planned along both the Tuacahn Wash and Lava Flow Wash. Tuacahn Road is proposed to extend eastward to cross the wash and connect to Red Mountain Drive at some point in the future.

Staff Recommendation: The Phase 2 plat is compliant with the approved preliminary plat so staff recommends approval of the phase 2 Final Plat.

PC Action: The PC recommends approval of the Final Plat for Desert Village phase 2 as presented.



Residential Subdivision Final Plat Application

Santa Clara City
2603 Santa Clara Dr
Santa Clara, UT 84765
(435) 656-4690 FAX: (435) 879-5298

Subdivision Name: Desert Village Townhomes - Phase 2

Applicant(s)/Property Owner(s) Information

Name: Drake Howell

Name: _____

Address: 2250 North Coral Canyon Blvd., Suite 200

Address: _____

City: Washington State: UT Zip: 84780

City: _____ State: _____ Zip: _____

Phone Number: (435)275-2901

Phone Number: _____

(If additional property owners please add addendum)

Property Description

Section(s): 9 Township(s): 42 S Range: 16 W

Current Zoning Designation: PD-R

Parcel Size (acres): 4.41

Number of Lots: 53

Major Cross Street(s): Rachel Drive

Approvals Required By:

- ☐ Technical Review Committee (Staff) - meets every Thursday at 8:00 a.m.
- ☐ Planning Commission - meets every second Thursday of each month at 5:30 p.m.
- ☐ City Council - meets the second and fourth Wednesdays of each month at 5:00 p.m.

Attached checklists serve as a guide for adhering to Santa Clara City's subdivision process/requirements. City Staff will use the checklists for completeness reviews and insuring code compliance for subdivisions. For comprehensive information on the subdivision requirements/process, refer to appropriate City Codes and Statutes.

Office Use Only:

Date plan submitted: _____

Date plan accepted: _____

Subdivision/Development Approval Checklist

FINAL PLAT CHECKLIST

				I. Final Plat Requirements
Y ☐	N ☐	N/A ☐		A. TRC with developer
Y ☐	N ☐	N/A ☐		A. Submittal of: 1) Engineering Drawings (3 copies); 2) Final Plat (8 11"x17" & 1 8.5"x11"); 3) One (1) Mylar; and 4) Engineer Cost Estimates
Y ☐	N ☐	N/A ☐		B. Completeness Review (Chapter 16.24)
Y ☐	N ☐	N/A ☐		1. Description and delineation (16.20.020)
Y ☐	N ☐	N/A ☐		a. Name of subdivision approved by the Planning Commission
Y ☐	N ☐	N/A ☐		b. Identification system for all lots: name of streets, easements, and lot sizes
Y ☐	N ☐	N/A ☐		c. Traverse of the perimeter of the subdivision
Y ☐	N ☐	N/A ☐		d. Monumentation and survey control
				1. Official Monuments
				2. Street Monuments
Y ☐	N ☐	N/A ☐		e. Dedication to the public of all streets, easements, etc.
Y ☐	N ☐	N/A ☐		f. North arrow, scale, point of beginning, legal description and basis of bearing.
Y ☐	N ☐	N/A ☐		g. Subdivision boundary closures shall be .01 or less on exterior boundaries and .02 on interior lots
Y ☐	N ☐	N/A ☐		2. Standard Forms (16.20.030)
Y ☐	N ☐	N/A ☐		a. Surveyor's "Certificate of Survey"
Y ☐	N ☐	N/A ☐		b. All centerline data and street widths shown
Y ☐	N ☐	N/A ☐		c. Notary Public's Acknowledgement of all signatures
Y ☐	N ☐	N/A ☐		d. Notarized Consent of all lienholders
Y ☐	N ☐	N/A ☐		e. Planning Commission's "Certificate of Approval"
Y ☐	N ☐	N/A ☐		f. City Engineer's "Certificate of Approval"
Y ☐	N ☐	N/A ☐		g. City Attorney's "Certificate of Approval"
Y ☐	N ☐	N/A ☐		h. City Council's "Certificate of Approval"
Y ☐	N ☐	N/A ☐		i. A one-and-one half by five-inch space in the lower right-hand corner of the plat for the county recorder.
Y ☐	N ☐	N/A ☐		j. County Treasurer's "Certificate of Approval"
Y ☐	N ☐	N/A ☐		k. General Notes – The following general notes must appear on the plat:
				1. Notes pertaining to the issuance of building permit until all utilities are installed
				2. Notes pertaining to unstable soil conditions
				3. Basis of bearings for plat
				4. Property is subject to findings, summary and conclusions of a geotechnical report
				5. R-of-W landscaping requirements & subsequent maintenance requirements

Y ☐ N ☐ N/A ☐	3. Additional Information Submitted with Final Plat (16.20.040) a. Engineer's itemized estimate of the cost of all required improvements to be developed in the subdivision and a separate cost estimate for any upsizing of piping b. Final utility plans: Water, sewer, power and natural gas c. Final drainage plans 1. Complete drainage system for entire subdivision 2. Comprehensive of drainage system to include area of subdivision but surrounding areas. 3. Final Plans and profiles for all streets to be constructed: reviewed and approved by engineer 4. Erosion control plan where applicable
Y ☐ N ☐ N/A ☐	
Y ☐ N ☐ N/A ☐	
Y ☐ N ☐ N/A ☐	
Y ☐ N ☐ N/A ☐	D. Conformance to Applicable Rules and Regulations
Y ☐ N ☐ N/A ☐	1. Subdivision plan complies with all applicable laws, plans, and regulations: a. Zoning Ordinance b. General Plan c. UDOT; Health Department, etc. d. Standards adopted by the City including all boards, commissions, etc.
Y ☐ N ☐ N/A ☐	
Y ☐ N ☐ N/A ☐	
Y ☐ N ☐ N/A ☐	
Y ☐ N ☐ N/A ☐	E. Self-imposed Restrictions Incorporated – Restrictions:
Y ☐ N ☐ N/A ☐	F. Special Conditions Incorporated (ex. Historical district) – E.G.:
Y ☐ N ☐ N/A ☐	G. Planning Commission Review and Recommendation- Date(s) of review: Date of Recommendation
Y ☐ N ☐ N/A ☐	H. Inclusion of Planning Commission Changes
Y ☐ N ☐ N/A ☐	I. Final Plat and Engineer drawings are to comply with all sections of the City's Design Standards found in Chapter 16.24 (Red lines comply)
Y ☐ N ☐ N/A ☐	J. Engineering Plans Approved by City Engineer and City Staff Public Services Date signed: _____ Public Safety Date signed: _____ City Engineer Date signed: _____
Y ☐ N ☐ N/A ☐	K. City Council Review and Adoption of Final Plat-Date of Review(s): _____ Date of Adoption: _____
Y ☐ N ☐ N/A ☐	L. Inclusion of City Council Changes

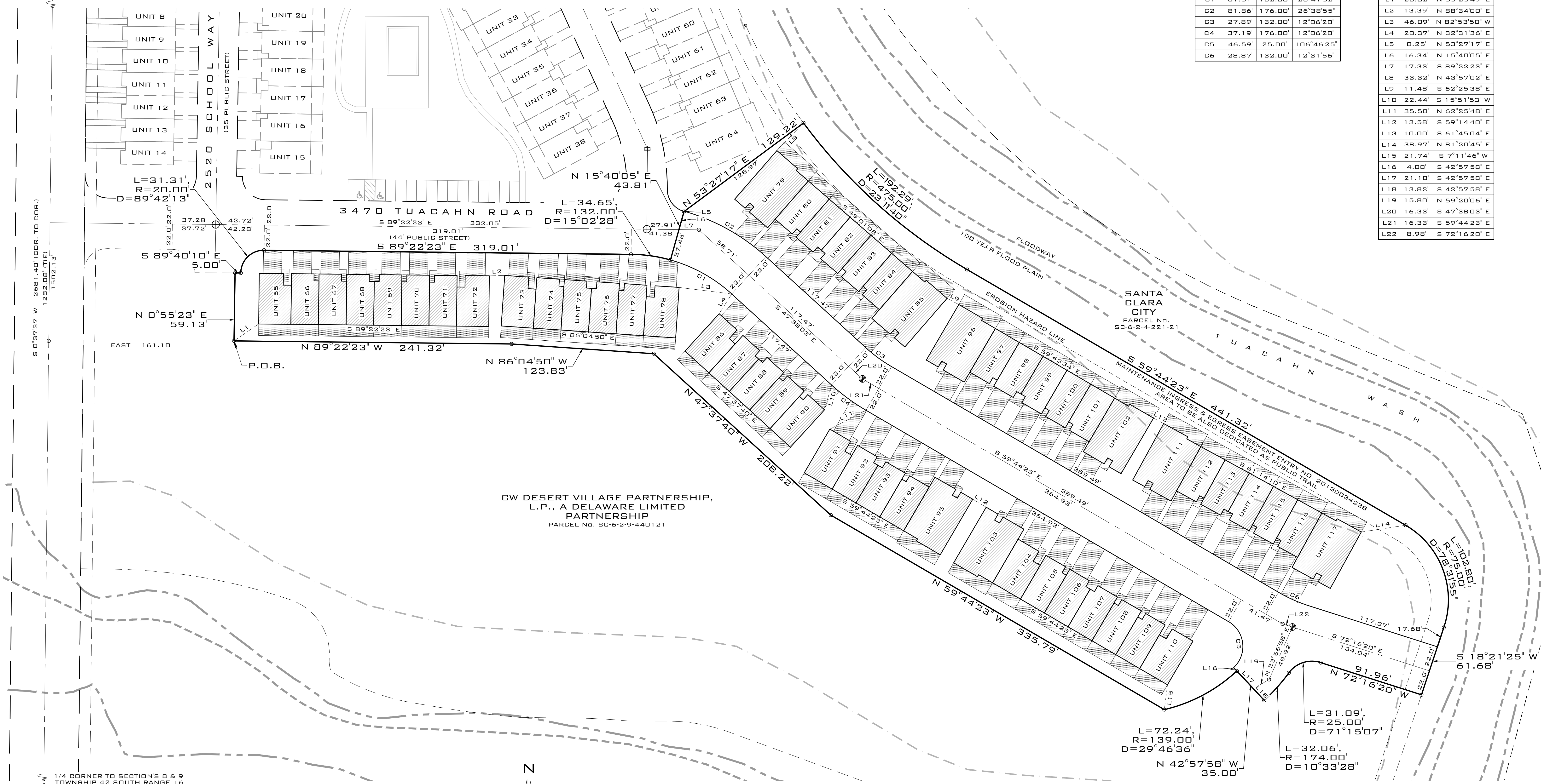
SECTION CORNER TO SECTIONS 4, 5, 8, & 9 TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN (2006 BLM BRASS CAP)

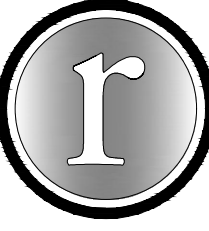
N 89°19'28" W 2668.61' (COR. TO COR.)
BASIS OF BEARING

1/4 CORNER TO SECTION'S 4 & 9 TOWNSHIP 42 SOUTH RANGE 16 WEST SALT LAKE BASE & MERIDIAN. (FOUND 1968 BLM BRASS CAP)

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	61.51'	132.00'	26°41'52"
C2	81.86'	176.00'	26°38'55"
C3	27.89'	132.00'	12°06'20"
C4	37.19'	176.00'	12°06'20"
C5	46.59'	25.00'	106°46'25"
C6	28.87'	132.00'	12°31'56"

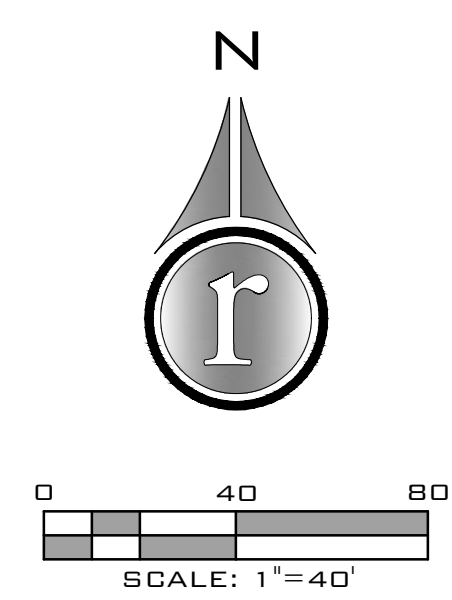
LINE TABLE		
LINE	LENGTH	DIRECTION
L1	26.02'	N 55°25'49" E
L2	13.39'	N 88°34'00" E
L3	46.09'	N 82°53'50" W
L4	20.37'	N 32°31'36" E
L5	0.25'	N 53°27'17" E
L6	16.34'	N 15°40'05" E
L7	17.33'	S 89°22'23" E
L8	33.32'	N 43°57'02" E
L9	11.48'	S 62°25'38" E
L10	22.44'	S 15°51'53" W
L11	35.50'	N 62°25'48" E
L12	13.58'	S 59°14'40" E
L13	10.00'	S 61°45'04" E
L14	38.97'	N 81°20'45" E
L15	21.74'	S 7°11'46" W
L16	4.00'	S 42°57'58" E
L17	21.18'	S 42°57'58" E
L18	13.82'	S 42°57'58" E
L19	15.80'	N 59°20'06" E
L20	16.33'	S 47°38'03" E
L21	16.33'	S 59°44'23" E
L22	8.98'	S 72°16'20" E





ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 EAST RIVERSIDE DRIVE, SUITE A-2, ST. GEORGE, UTAH 84790
PH (435) 673-8586 • WWW.RACIVIL.COM

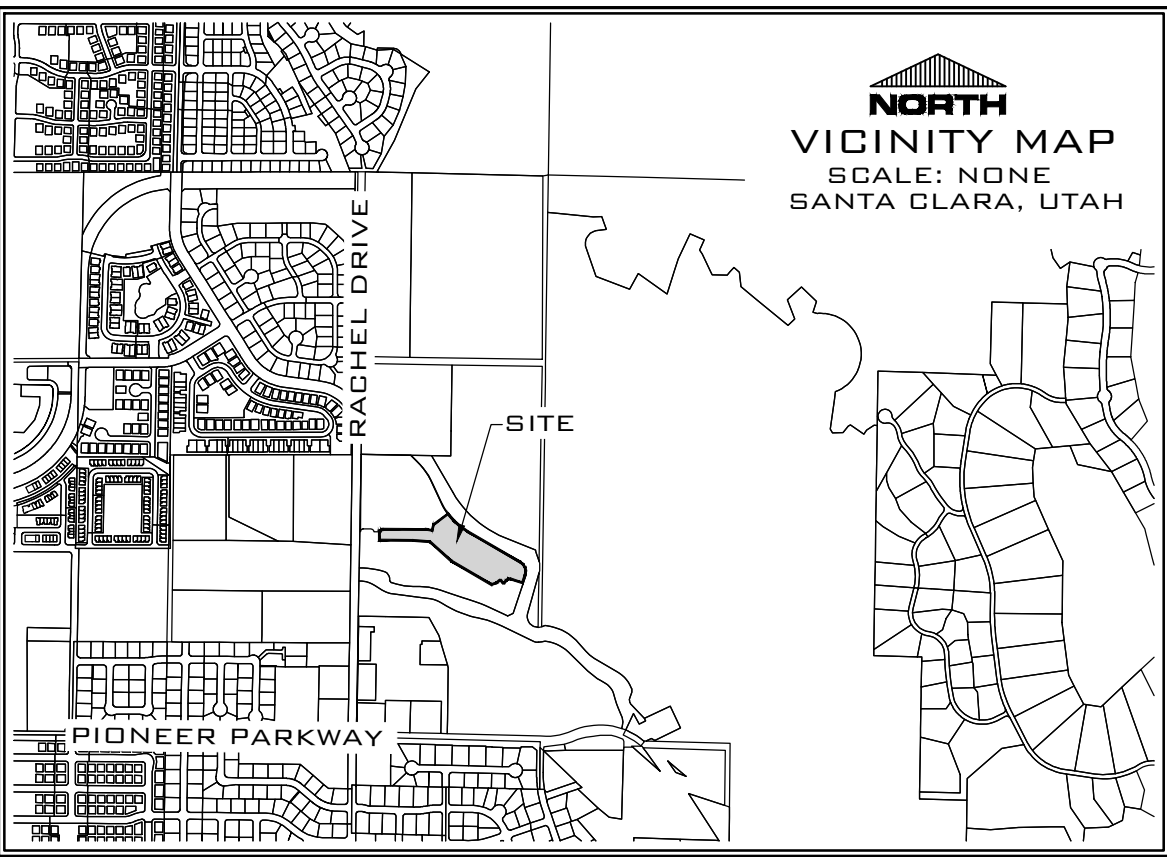
SURVEY-FLAT-PH2	03/15/2021	B.E.A.
FILE NUMBER:	DATE:	DRAWN:
4828-19-047	1" = 40'	B.E.A.
JOB NUMBER:	SCALE:	CHECKED:



- LEGEND**
- FOUND SECTION MONUMENTATION AS SHOWN AND DESCRIBED
 - NOTHING SET OR FOUND
 - TO BE SET STANDARD CITY SURVEY MONUMENT - CLASS II
 - TO BE SET STANDARD CITY SURVEY MONUMENT - CLASS I
 - FOUND SURVEY CONTROL MONUMENT - CLASS I
 - FOUND SURVEY CONTROL MONUMENT - CLASS II
 - PRIVATE AREA
 - COMMON AREA
 - LIMITED COMMON AREA

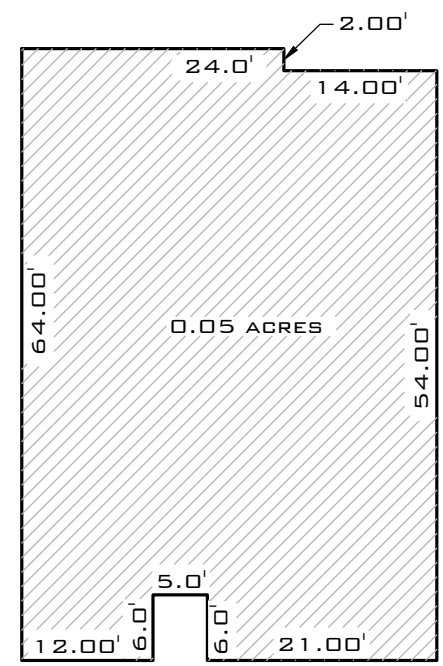
THE FINAL PLAT FOR
DESERT VILLAGE
TOWNHOMES
- PHASE 2 -

LOCATED IN SECTION 9
TOWNSHIP 42 SOUTH, RANGE 16 WEST,
SALT LAKE BASE AND MERIDIAN,
SANTA CLARA CITY | WASHINGTON COUNTY | UTAH.



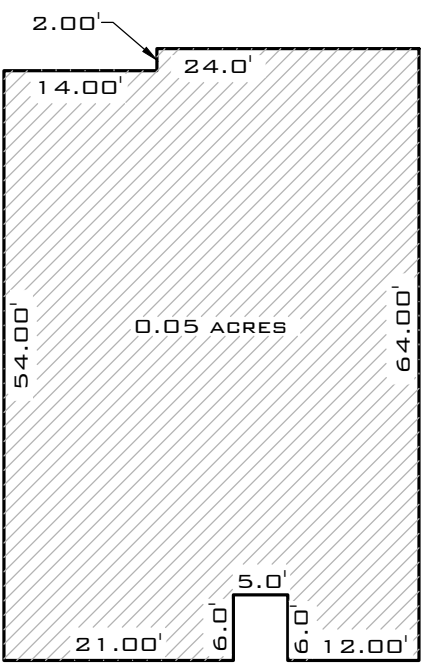
LEGEND

- ◆ FOUND SECTION MONUMENTATION AS SHOWN AND DESCRIBED
- NOTHING SET OR FOUND
- ⊕ FOUND STANDARD CITY SURVEY MONUMENT - CLASS II
- ⊕ TO BE SET STANDARD CITY SURVEY MONUMENT - CLASS I
- PRIVATE AREA
- COMMON AREA
- LIMITED COMMON AREA



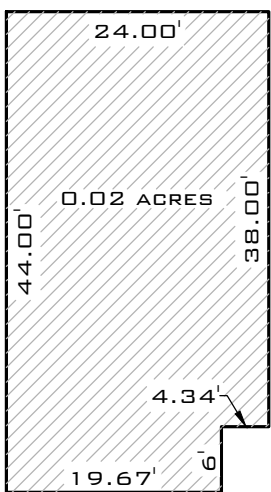
UNIT 79, 95, 96 & 111
DIMENSION (TYPICAL):

SCALE: 1"=60'



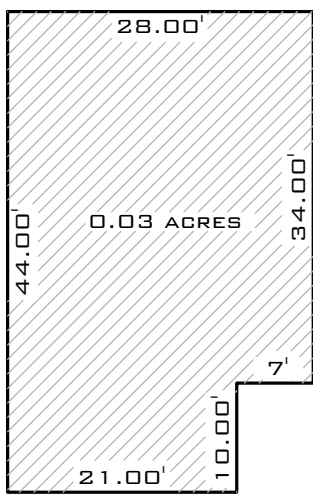
UNIT 85, 102, 103 & 117
DIMENSION (TYPICAL):

SCALE: 1"=60'



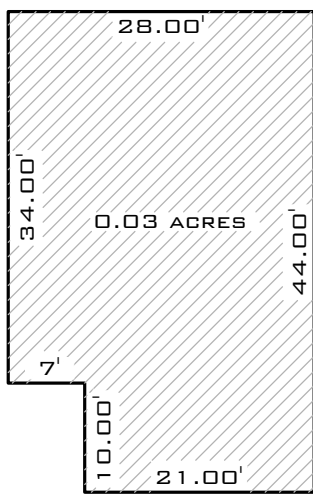
UNITS 69-71, 76, 77, 80, 81,
88-90, 93, 94, 97, 98, 107-109,
112 & 113 DIMENSIONS (TYPICAL):

SCALE: 1"=60'



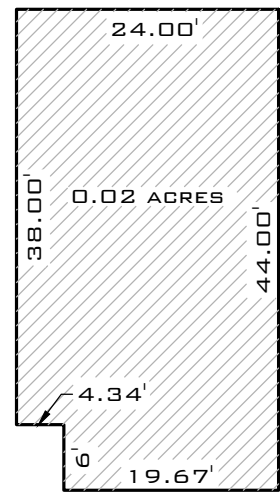
UNITS 72, 78 & 110
DIMENSIONS (TYPICAL):

SCALE: 1"=60'



UNITS 65, 73, 86, 91 & 104
DIMENSIONS (TYPICAL):

SCALE: 1"=60'



UNITS 66-68, 74, 75, 82-84, 87,
92, 99-101, 105, 106, &
114-116 DIMENSIONS (TYPICAL):

SCALE: 1"=60'

NOTES:

- NOT WITHSTANDING THE POSTING OF BOND FOR INSTALLATION OF OFF-SITE IMPROVEMENTS, NO BUILDING PERMIT WILL BE ISSUED FOR ANY LOT IN THIS SUBDIVISION UNTIL ALL UTILITIES ARE FULLY INSTALLED IN THE ENTIRE SUBDIVISION.
- UNSTABLE SOIL CONDITIONS MIGHT EXIST ON LOTS IN THIS SUBDIVISION. PURCHASERS OF LOTS HEREIN HAVE THE SOLE RESPONSIBILITY FOR OBTAINING APPROPRIATE ENGINEERING SERVICES AND ADVISE RELATIVE TO THE USABILITY OF THE LOTS. THE CITY OF SANTA CLARA DISCLAIMS ALL RESPONSIBILITY FOR SUCH SOIL CONDITIONS, WATER CONTROL (SURFACE AND/OR SUBSURFACE), AND DRAINAGE CONTROL.
- MINIMUM BUILDING SETBACK REQUIREMENTS ARE INCORPORATED INTO THE PAD LAYOUT AS SHOWN. ALL STRUCTURES SHALL BE BUILT ENTIRELY WITHIN THEIR RESPECTIVE PAD.
- ALL STREET LANDSCAPING SHALL CONFORM TO SANTA CLARA CITY'S LANDSCAPE ORDINANCE.
- THE ASSOCIATION SHALL BE RESPONSIBLE FOR REPAIRING, RESTORING, OR REPLACING LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY SANTA CLARA CITY IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING PUBLIC POWER, WATER, SEWER, AND DRAINAGE IMPROVEMENTS.
- IN ADDITION TO ANNUAL, USUAL, AND SPECIAL ASSESSMENTS FOR MAINTENANCE OF COMMON NON-PUBLIC IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION, THE ASSOCIATION SHALL LEVY SUCH ASSESSMENTS AS MAY BE NECESSARY FROM TIME TO TIME TO REPAIR, RESTORE, OR REPLACE LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY SANTA CLARA CITY IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING POWER, WATER, SEWER, AND DRAINAGE IMPROVEMENTS.
- BY RECORDING THIS SUBDIVISION PLAT, EASEMENTS ARE HEREBY GRANTED TO THE COMMON USE OF THE PROPERTY OWNERS, BUT NOT TO THE USE OF THE GENERAL PUBLIC (UNLESS NOTED) WITHIN ALL COMMON AND LIMITED COMMON AREAS WITHIN THIS SUBDIVISION FOR INSTALLATION, ACCESS, MAINTENANCE, AND REPAIR OF ALL UTILITIES INCLUDING NATURAL GAS, CABLE TV, TELEPHONE, WATER AND POWER, AND FOR SEWER AND DRAINAGE IMPROVEMENTS.

GEOTECHNICAL INVESTIGATION:

A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS (AGEC). THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, AND EXTERIOR FLATWORK ARE COMPILED IN A REPORT. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH SANTA CLARA CITY. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS RECOMMENDATIONS.

OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF ALL THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO PUBLIC ROADS, COMMON AND LIMITED AREAS TO BE HEREAFTER KNOWN AS:

DESERT VILLAGE TOWNHOMES - PHASE 2

DO HEREBY DEDICATE TO THE COMMON USE OF THE PROPERTY OWNERS, BUT NOT TO THE USE OF THE GENERAL PUBLIC, ALL COMMON AND LIMITED COMMON AREAS SHOWN ON THIS PLAT, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF DEDICATION OF SAID COMMON AND LIMITED COMMON AREAS AS MORE FULLY PROVIDED IN THE 'DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS', OF 'DESERT VILLAGE TOWNHOMES - PHASE 1', RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER ON THIS DAY OF , 2021 ENTRY NO. , SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE PART OF THIS PLAT. REFERENCE IS MADE TO SAID DECLARATION FOR DETAILS CONCERNING THE RIGHT AND OBLIGATIONS OF PARTIES HAVING OR ACQUIRING AN INTEREST IN THIS DEVELOPMENT. FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNERS HEREBY DEDICATE AND CONVEY TO SANTA CLARA CITY, FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS EASEMENTS OVER, ON, UNDER AND ACROSS ALL COMMON AND LIMITED COMMON AREAS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE. THE UNDERSIGNED OWNERS DO HEREBY WARRANT TO SANTA CLARA CITY AND ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO USE ALL EASEMENTS GRANTED HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS DAY OF , 2021.

DW DESERT VILLAGE PARTNERSHIP, L.P., A DELAWARE LIMITED PARTNERSHIP

PARTNER

ACKNOWLEDGMENT:

STATE OF) S.S.
COUNTY OF)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF A.D. 20 BY , PARTNER.

FULL NAME SIGNATURE: _____

FULL NAME PRINT: _____

COMMISSION NO.: _____

EXPIRATION DATE: _____

A NOTARY COMMISSIONED IN THE STATE OF _____

(STAMP NOT REQUIRED PER UTAH CODE 46-1-16 (6) IF ABOVE INFORMATION IS FILLED IN)

MORTGAGEE CONSENT TO RECORD:

DESERT VILLAGE FUNDING UT LLD, A DELAWARE LIMITED LIABILITY COMPANY, A MORTGAGEE OF THE SAID TRACT OF LAND DOES HEREBY GIVE CONSENT OF SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED IN THE PLAT, TO RECORDING PLAT, RECORDING OF COVENANTS, CONDITIONS AND RESTRICTIONS AND JOINS IN ALL DEDICATIONS AND CONVEYANCES.

MANAGER

ACKNOWLEDGMENT:

STATE OF) S.S.
COUNTY OF)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF A.D. 20 BY , MANAGER.

FULL NAME SIGNATURE: _____

FULL NAME PRINT: _____

COMMISSION NO.: _____

EXPIRATION DATE: _____

A NOTARY COMMISSIONED IN THE STATE OF _____

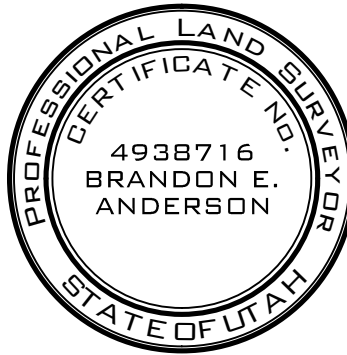
(STAMP NOT REQUIRED PER UTAH CODE 46-1-16 (6) IF ABOVE INFORMATION IS FILLED IN)

SURVEYOR'S CERTIFICATE:

I, BRANDON E. ANDERSON, PROFESSIONAL LAND SURVEYOR NUMBER 4938716, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREON. IN ACCORDANCE WITH SECTION 17-23-17 AND HEREBY CERTIFY ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECT. MONUMENTS WILL BE SET AS REPRESENTED ON THIS PLAT I FURTHER CERTIFY THAT BY AUTHORITY OF THE HEREDON OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND HAVE SUBDIVIDED THE SAME TRACT INTO PUBLIC ROADS, COMMON AND LIMITED AREAS TO BE HERINAFTER KNOWN AS:

DESERT VILLAGE TOWNHOMES - PHASE 2

THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND POINTS ESTABLISHED ON THE GROUND IN ACCORDANCE WITH THE HEREDON LEGAL DESCRIPTION.



DATE: _____

BRANDON E. ANDERSON

CERTIFICATE NO. 4938716

LEGAL DESCRIPTION:

BEGINNING AT A POINT BEING SOUTH 00°37'37" WEST 1,282.08 FEET ALONG THE SECTION LINE AND EAST 161.10 FEET FROM THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING;

THENCE NORTH 00°55'23" EAST 59.13 FEET TO THE SOUTHERLY LINE OF DESERT VILLAGE TOWNHOMES PHASE 1;
THENCE EASTERLY THE FOLLOWING (6) COURSES ALONG SAID SOUTHERLY LINE OF DESERT VILLAGE TOWNHOMES PHASE 1:
THENCE SOUTH 89°40'10" EAST 5.00 FEET;
THENCE NORTHEAST 31.31 FEET ALONG AN ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 89°04'37" EAST, LONG CHORD BEARS NORTH 45°46'30" EAST 28.21 FEET WITH A CENTRAL ANGLE OF 89°42'13");
THENCE SOUTH 89°22'23" EAST 319.01 FEET;
THENCE EAST 34.65 FEET ALONG AN ARC OF A 132.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 89°04'37" EAST, LONG CHORD BEARS NORTH 45°46'30" EAST 28.21 FEET WITH A CENTRAL ANGLE OF 15°02'28");
THENCE NORTH 15°40'05" EAST 43.81 FEET;
THENCE NORTH 53°27'17" EAST 129.22 FEET;
THENCE SOUTHEAST 192.29 FEET ALONG AN ARC OF A 475.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 53°27'17" EAST, LONG CHORD BEARS SOUTH 48°08'33" EAST 190.98 FEET WITH A CENTRAL ANGLE OF 23°11'40");
THENCE SOUTH 59°44'23" EAST 441.32 FEET;
THENCE SOUTH 102.80 FEET ALONG AN ARC OF A 75.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 30°15'37" WEST, LONG CHORD BEARS SOUTH 20°28'26" EAST 94.94 FEET WITH A CENTRAL ANGLE OF 78°31'55");
THENCE SOUTH 18°21'25" WEST 61.68 FEET;
THENCE NORTH 72°16'20" WEST 91.96 FEET;
THENCE WEST 31.09 FEET ALONG AN ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 17°43'40" WEST, LONG CHORD BEARS SOUTH 72°06'07" WEST 29.12 FEET WITH A CENTRAL ANGLE OF 71°15'07");
THENCE SOUTHWEST 32.06 FEET ALONG AN ARC OF A 174.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 53°31'26" WEST, LONG CHORD BEARS SOUTH 41°45'18" WEST 32.02 FEET WITH A CENTRAL ANGLE OF 10°33'28");
THENCE NORTH 42°57'58" WEST 35.00 FEET;
THENCE SOUTHWEST 72.24 FEET ALONG AN ARC OF A 139.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 42°57'58" WEST, LONG CHORD BEARS SOUTH 61°55'20" WEST 71.43 FEET WITH A CENTRAL ANGLE OF 29°46'36");
THENCE NORTH 59°44'23" WEST 335.79 FEET;
THENCE NORTH 47°37'40" WEST 208.22 FEET;
THENCE NORTH 86°04'50" WEST 123.83 FEET;
THENCE NORTH 89°22'23" WEST 241.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 191,921 SQUARE FEET OR 4.41 ACRES.

TUACAHN WASH HAZARD NOTICE:

- PORTIONS OF THIS DEVELOPMENT ARE LOCATED WITHIN THE TUACAHN WASH EROSION HAZARD BOUNDARY. THE EROSION HAZARD BOUNDARY SHOWN WAS ADOPTED BY SANTA CLARA CITY IN 2014 BASED ON THE EROSION HAZARD STUDY COMPLETED BY SUNRISE ENGINEERING FEBRUARY 2014. THE EROSION HAZARD ZONE (EHZ) CONSISTS OF AREAS ADJACENT TO THE RIVER CHANNEL LIKELY TO SUFFER FLOOD RELATED DAMAGE BY A TYPICAL SERIES OF FLOOD EVENTS OVER A 60 YEAR PERIOD, PLUS THE EROSION CAUSED BY A SINGLE 100 YEAR FLOOD EVENT. THE EHZ ALSO INCLUDES AREAS PRONE TO NATURAL CHANNEL MOVEMENT DUE TO GEOMORPHIC PROCESSES SUCH AS MEANDER MIGRATION OR CHANNEL AVULSION.
- BY PURCHASING PROPERTY WITHIN THIS SUBDIVISION, THE PURCHASER ASSUMES ANY AND ALL RISK OF DAMAGE AND PERSONAL INJURY AS A RESULT OF ITS PROXIMITY TO THE TUACAHN WASH, AND DOES INDEMNIFY AND HOLD SANTA CLARA CITY, ITS OFFICERS, BOARDS, EMPLOYEES, AGENTS AND ASSIGNS, HARMLESS FROM ANY AND ALL CLAIMS OF INJURY, DAMAGE, EXPENSE OR LOSS OF WHATEVER NATURE, AND BY ANY PERSON, RELATED TO THE USE OF THEIR PROPERTY NOW AND IN THE FUTURE, BY REASON OF FLOODING, FLOWAGE, OR ANY DAMAGE, DIRECTLY OR INDIRECTLY, CAUSED BY WATER, EROSION, OR DEPOSITION, SUDDEN OR GRADUAL, WHETHER SURFACE, FLOOD, OR RAINFALL.
- APPROVAL OF BUILDING PERMITS FOR THE DEVELOPMENT ARE CONDITIONED UPON ACKNOWLEDGEMENT BY PROPERTY OWNERS OF THE POTENTIAL RISKS OF FLOOD AND EROSION DAMAGE AT THIS LOCATION.
- THIS DEVELOPMENT IS ADJACENT TO THE TUACAHN WASH REGULATORY FLOODPLAIN BASED ON FEMA LETTER OF MAP REVISION (LOMR) CASE # 19-08-0375P, APPROVED 8/14/2019. NO BASEMENTS SHALL BE ALLOWED WITHIN THIS DEVELOPMENT. MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR UNITS 79 - 85, 96 - 102, 111 - 117 ARE SHOWN BELOW. MINIMUM FINISHED FLOOR ELEVATIONS (FFE) ARE BASED ON 100 YEAR WATER SURFACE ELEVATIONS (WSELS) ESTABLISHED BY LOMR CASE # 19-08-0375P + 2.0' AS PER SANTA CLARA CITY ORDINANCE. MINIMUM FINISHED FLOOR ELEVATIONS ARE BASED ON THE NAVD 88 VERTICAL DATUM.

THE FINAL PLAT FOR
DESERT VILLAGE
TOWNHOMES
- PHASE 2 -

LOCATED IN SECTION 9
TOWNSHIP 42 SOUTH, RANGE 16 WEST,
SALT LAKE BASE AND MERIDIAN,
SANTA CLARA CITY|WASHINGTON COUNTY|UTAH.

SHEET 1 OF 2



SURVEY-PLAT-PH2 FILE NUMBER:	03/15/2021 DATE:	B.E.A. DRAWN:
4828-19-047 JOB NUMBER:	1" = 40' SCALE:	B.E.A. CHECKED:

ENGINEER'S APPROVAL:

THE HEREDON SUBDIVISION HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE, THIS DAY OF , 20 .

ENGINEER
SANTA CLARA CITY, UTAH

**APPROVAL OF THE
PLANNING COMMISSION:**

ON THIS THE DAY OF , A.D. 20 THE PLANNING COMMISSION OF SANTA CLARA CITY, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF SANTA CLARA CITY'S PLANNING ORDINANCES, AND BY AUTHORIZATION OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY SANTA CLARA CITY, UTAH.

CHAIRMAN OF THE PLANNING COMMISSION
SANTA CLARA CITY, UTAH

**CITY SURVEYOR'S
CERTIFICATE:**

I THE SANTA CLARA CITY SURVEYOR, DO HEREBY VERIFY THAT THIS OFFICE HAS EXAMINED THIS SUBDIVISION PLAT AND HAVE DETERMINED THAT IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

CITY SURVEYOR
SANTA CLARA CITY, UTAH

**APPROVAL AND ACCEPTANCE
BY THE CITY OF SANTA CLARA, UTAH:**

WE THE MAYOR AND CITY COUNCIL OF SANTA CLARA CITY, UTAH HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL RECORDED IN THE MINUTES OF ITS MEETING OF THE DAY OF , A.D. 20 , HEREBY ACCEPT THE SAID SUBDIVISION WITH ALL COMMITMENTS AND ALL OBLIGATIONS PERTAINING THERETO.

CITY RECORDER
SANTA CLARA CITY, UTAH

MAYOR
SANTA CLARA CITY, UTAH

**APPROVAL
AS TO FORM:**

APPROVED AS TO FORM, THIS DAY OF , A.D. 20 .

CITY ATTORNEY
SANTA CLARA CITY, UTAH

TREASURER APPROVAL

I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS DAY OF , A.D. 20 THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.

WASHINGTON COUNTY TREASURER

RECORDED No.

FEE: COUNTY RECORDER
WASHINGTON COUNTY, UTAH

REQUEST FOR ACTION

AGENDA ITEM 3

City Council

May 12, 2021



APPLICANT: Austin Anderson

SUBJECT:

Consider approval of a Final plat for Heritage Point Townhomes phase 2 generally located on the south side of Santa Clara Drive and west of Country Lane extending to Lava Flow Drive.

BACKGROUND DESCRIPTION:

This Final plat is for 27 townhomes in the east portion of the project site, with frontage on Santa Clara Drive. The phase 2 area is 2.8 acres. The entire project contains 55 two-story units on 5.47 acres for an overall density of 10 units per acre. The streets are public and the plat conforms to the approved preliminary plat.

Proposed Recommendation

Approval

Cost

N/A

Approved by Legal Department

Yes

Approved in Budget

Yes

Approved by City Finance Department

Yes

Amount

N/A

Requested By

Corey Bundy/Bob Nicholson

File Upload Attachments

<https://sccity.org/wp-content/uploads/formidable/41/CC-agenda-rpt-5-12-21-Final-plat-for-Heritage-Pt-phase-2-Austin-Anderson-.docx>, <https://sccity.org/wp-content/uploads/formidable/41/Heritage-Pointe-Townhomes-Phase-2-Final-Plat-1.pdf>

City Council agenda report for 5-12-21; Consider approval of a Final plat for Heritage Point Townhomes phase 2 generally located on the south side of Santa Clara Drive and west of Country Lane extending to Lava Flow Drive. Austin Anderson, applicant

Zone: PD Commercial

General Plan designation: Main Street Commercial

Acres: approx. 2.8 acres for phase 2 Residential area

Applicant: Austin Anderson

Project Engineer: Allen Hall and Jared Bates, PE with Rosenberg Associates

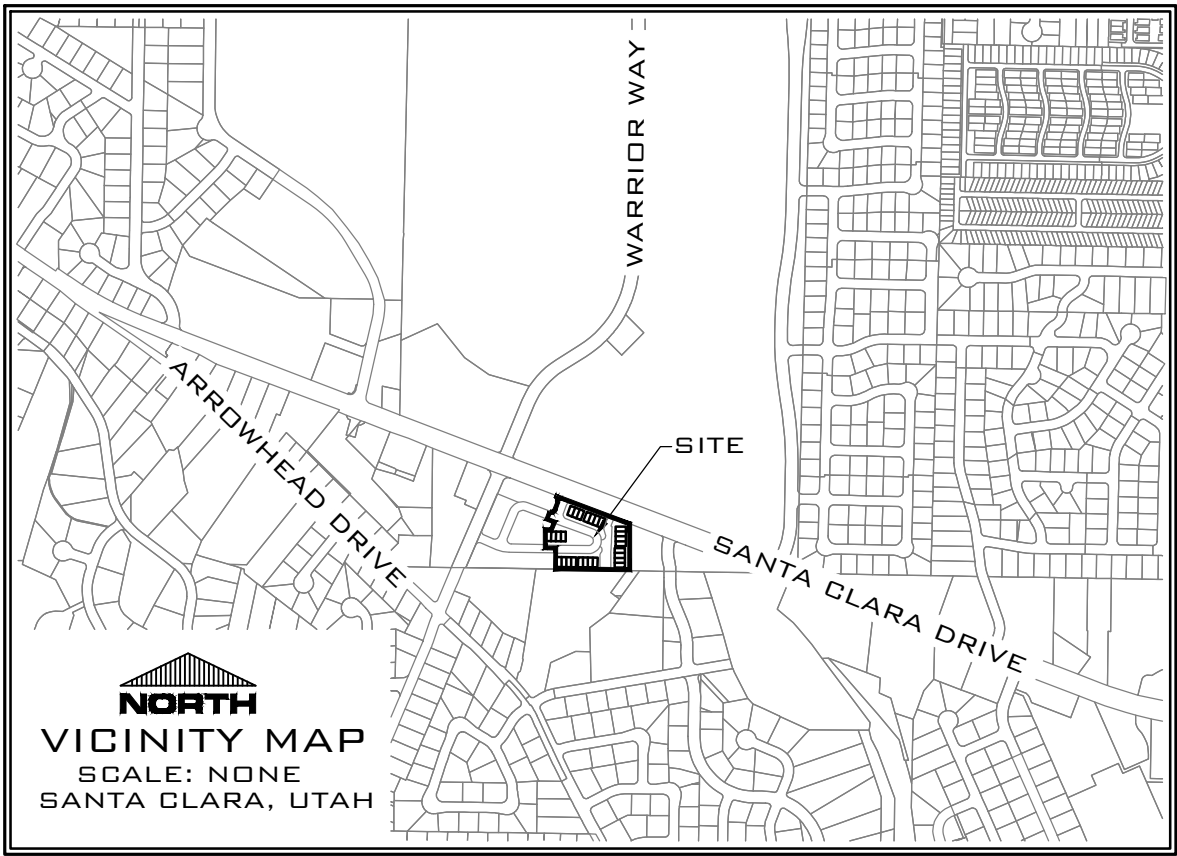
Project location: Project has frontage on both Lava Flow Drive and Santa Clara Drive.

Final Plat for Phase 2: This Final plat is for 27 townhomes in the east portion of the project site, with frontage on Santa Clara Drive. The phase 2 area is 2.8 acres. The entire project contains 55 two-story units on 5.47 acres for an overall density of 10 units per acre. The streets are public and the plat conforms to the approved preliminary plat. The 2-story townhome units were approved for short-term rental use (aka, vacation rentals). The perimeter wall along Lava Flow Drive and along Santa Clara Drive (east half of frontage) was approved as a combination of masonry block with wrought iron railing in the upper 3' of the wall. The privacy wall along the south property line was approved as a 6' tall masonry wall. Along Santa Clara Drive the commercial frontage does not need a privacy wall (that area will be reviewed when development is proposed) and the eastern portion where the townhomes back against Santa Clara Drive the developer proposes a combination 3' masonry wall, and 3' wrought iron on top with columns every 20'. Landscaping with trees and shrubs will be placed on the street-side of the privacy walls. There are two street accesses to the site, one off Lava Flow Drive and a second access off Santa Clara Drive.

All units have a 20' deep driveway and 2-car garage. The phase 1 plat contains most of the project amenities (pool, clubhouse) but amenities are not shown on the plat. The developer proposes additional amenities in Phase 2, including a pickleball court area but those are not shown on the plat, but are included in the site improvement drawings. There is a future commercial area in the NW corner of the project site (SE corner of intersection of Santa Clara Drive and Lava Flow Drive). Also, a geotechnical report for the site has been prepared by the firm of AGECE and is available for review at the city office by any interested person.

No change is proposed for the building elevation drawings which were previously approved as part of the PD zone Project Plan approval.

PC Action: The PC recommends approval of the Final plat as submitted. At the PC meeting it was not clear what the plan is for the privacy wall along the east (residential) frontage on Santa Clara Drive; the PC stated that a cinder block wall without any aesthetic enhancement would not be adequate. After the PC meeting Austin Anderson clarified that the plan for the privacy wall along Santa Clara Drive would be similar to the privacy wall along Lava Flow Drive – that it would be a combination of masonry wall on the bottom 3' with wrought iron fencing on the upper 3' with vertical columns every 20'.



OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF ALL THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO PUBLIC ROADS, PRIVATE, COMMON AND LIMITED AREAS TO BE HEREAFTER KNOWN AS:

HERITAGE POINTE SUBDIVISION - PHASE 2

DO HEREBY DEDICATE TO THE COMMON USE OF THE PROPERTY OWNERS, BUT NOT TO THE USE OF THE GENERAL PUBLIC, ALL COMMON AND LIMITED COMMON AREAS SHOWN ON THIS PLAT, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF DEDICATION OF SAID COMMON AND LIMITED COMMON AREAS AS MORE FULLY PROVIDED IN THE "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS", OF "HERITAGE POINTE SUBDIVISION - PHASE 1", RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER ON THIS DAY OF , 202. ENTRY NO. . SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION IS HEREBY INCORPORATED AND MADE PART OF THIS PLAT. REFERENCE IS MADE TO SAID DECLARATION FOR DETAILS CONCERNING THE RIGHT AND OBLIGATIONS OF PARTIES HAVING OR ACQUIRING AN INTEREST IN THIS DEVELOPMENT. FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNERS HEREBY DEDICATE AND CONVEY TO SANTA CLARA CITY, FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS EASEMENTS OVER, ON, UNDER AND ADROSS ALL COMMON AND LIMITED COMMON AREAS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE. THE UNDERSIGNED OWNERS DO HEREBY WARRANT TO SANTA CLARA CITY AND ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO USE ALL EASEMENTS GRANTED HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS DAY OF , 2021.

LOFTS AT SANTA CLARA, LLC, A UTAH LIMITED LIABILITY COMPANY

MANAGER MEMBER

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT:

STATE OF } S.S.
COUNTY OF }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF A.D. 20 BY , MANAGER.

FULL NAME SIGNATURE: _____

FULL NAME PRINT: _____

COMMISSION NO.: _____

EXPIRATION DATE: _____

A NOTARY PUBLIC COMMISSIONED IN THE STATE OF _____

(STAMP NOT REQUIRED PER UTAH CODE 46-1-16 (6) IF ABOVE INFORMATION IS FILLED IN)

MORTGAGEE AND LENDER CONSENT TO RECORD:

CACHE VALLEY BANK, A MORTGAGEE AND LENDER OF THE SAID TRACT OF LAND DOES HEREBY GIVE CONSENT OF SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED IN THE PLAT, TO RECORDING PLAT, RECORDING OF COVENANTS, CONDITIONS AND RESTRICTIONS AND JOINS IN ALL DEDICATIONS AND CONVEYANCES.

VICE PRESIDENT

ACKNOWLEDGMENT:

STATE OF NEVADA } S.S.
COUNTY OF CLARK }

ON THIS DAY OF IN THE YEAR , BEFORE ME A NOTARY PUBLIC, PERSONALLY APPEARED SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED (HE/SHE) EXECUTED THE SAME.

FULL NAME SIGNATURE: _____

FULL NAME PRINT: _____

COMMISSION NO.: _____

EXPIRATION DATE: _____

A NOTARY PUBLIC COMMISSIONED IN THE STATE OF _____

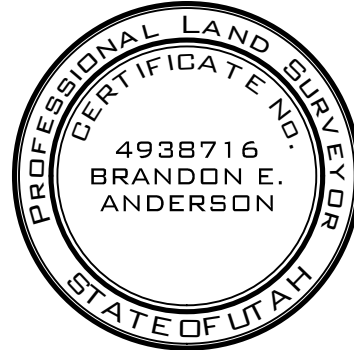
(STAMP NOT REQUIRED PER UTAH CODE 46-1-16 (6) IF ABOVE INFORMATION IS FILLED IN)

SURVEYOR'S CERTIFICATE:

I, BRANDON E. ANDERSON, PROFESSIONAL LAND SURVEYOR NUMBER 4938716, HOLD A LICENSE IN ACCORDANCE WITH TITLE 5B, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-1-7 AND HEREBY CERTIFY ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECT. MONUMENTS WILL BE SET AS REPRESENTED ON THIS PLAT I FURTHER CERTIFY THAT BY AUTHORITY OF THE HEREDON OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND HAVE SUBDIVIDED THE SAME TRACT INTO PUBLIC ROADS, PRIVATE, COMMON AND LIMITED AREAS TO BE HEREAFTER KNOWN AS:

HERITAGE POINTE SUBDIVISION - PHASE 2

THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND POINTS ESTABLISHED ON THE GROUND IN ACCORDANCE WITH THE HEREDON LEGAL DESCRIPTION.



DATE: _____

BRANDON E. ANDERSON

CERTIFICATE NO. 4938716

LEGAL DESCRIPTION:

BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING SOUTH 89°17'54" WEST 169.82 FEET ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING;

THENCE NORTH 89°17'54" WEST 379.64 FEET ALONG SAID SECTION LINE TO THE SOUTHEAST CORNER OF HERITAGE POINTE TOWNHOMES PHASE 1;
THENCE NORTHERLY THE FOLLOWING (10) COURSES ALONG THE EASTERLY LINE OF SAID HERITAGE POINTE TOWNHOMES PHASE 1
THENCE NORTH 00°42'06" EAST 106.50 FEET;
THENCE NORTH 89°17'54" WEST 54.59 FEET;
THENCE NORTH 00°42'06" EAST 93.50 FEET;
THENCE SOUTH 89°17'54" EAST 30.64 FEET;
THENCE NORTH 22°53'19" EAST 42.69 FEET;
THENCE NORTH 69°17'48" WEST 41.50 FEET;
THENCE NORTH 20°42'12" EAST 37.00 FEET;
THENCE NORTHEAST 32.99 FEET ALONG AN ARC OF A 21.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 20°42'12" EAST, LONG CHORD BEARS NORTH 65°42'12" EAST 29.70 FEET WITH A CENTRAL ANGLE OF 90°00'00");
THENCE NORTH 20°42'12" EAST 44.00 FEET;
THENCE NORTHWEST 39.27 FEET ALONG AN ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 69°17'48" WEST, LONG CHORD BEARS NORTH 24°17'48" WEST 35.36 FEET WITH A CENTRAL ANGLE OF 90°00'00");
THENCE SOUTH 69°17'48" EAST 408.54 FEET ALONG SAID SOUTHERLY LINE OF SANTA CLARA DRIVE;
THENCE SOUTH 234.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 122,048 SQUARE FEET OR 2.80 ACRES.

NOTES:

- NOT WITHSTANDING THE POSTING OF BOND FOR INSTALLATION OF OFF-SITE IMPROVEMENTS, NO BUILDING PERMIT WILL BE ISSUED FOR ANY LOT IN THIS SUBDIVISION UNTIL ALL UTILITIES ARE FULLY INSTALLED IN THE ENTIRE SUBDIVISION.
- UNSTABLE SOIL CONDITIONS MIGHT EXIST ON LOTS IN THIS SUBDIVISION. PURCHASERS OF LOTS HEREIN HAVE THE SOLE RESPONSIBILITY FOR OBTAINING APPROPRIATE ENGINEERING SERVICES AND ADVICE RELATIVE TO THE USABILITY OF THE LOTS. THE CITY OF SANTA CLARA DISCLAIMS ALL RESPONSIBILITY FOR SUCH SOIL CONDITIONS, WATER CONTROL (SURFACE AND/OR SUBSURFACE), AND DRAINAGE CONTROL.
- MINIMUM BUILDING SETBACK REQUIREMENTS ARE INCORPORATED INTO THE PAD LAYOUT AS SHOWN. ALL STRUCTURES SHALL BE BUILT ENTIRELY WITHIN THEIR RESPECTIVE PAD.
- ALL STREET LANDSCAPING SHALL CONFORM TO SANTA CLARA CITY'S LANDSCAPE ORDINANCE.
- THE ASSOCIATION SHALL BE RESPONSIBLE FOR REPAIRING, RESTORING, OR REPLACING LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY SANTA CLARA CITY IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING PUBLIC POWER, WATER, SEWER, AND DRAINAGE IMPROVEMENTS.
- IN ADDITION TO ANNUAL, USUAL, AND SPECIAL ASSESSMENTS FOR MAINTENANCE OF COMMON NON-PUBLIC IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION, THE ASSOCIATION SHALL LEVY SUCH ASSESSMENTS AS MAY BE NECESSARY FROM TIME TO TIME TO REPAIR, RESTORE, OR REPLACE LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY SANTA CLARA CITY IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING POWER, WATER, SEWER, AND DRAINAGE IMPROVEMENTS.
- BY RECORDING THIS SUBDIVISION PLAT, EASEMENTS ARE HEREBY GRANTED TO THE COMMON USE OF THE PROPERTY OWNERS, BUT NOT TO THE USE OF THE GENERAL PUBLIC (UNLESS NOTED) WITHIN ALL COMMON AND LIMITED COMMON AREAS WITHIN THIS SUBDIVISION FOR INSTALLATION, ACCESS, MAINTENANCE, AND REPAIR OF ALL UTILITIES INCLUDING NATURAL GAS, CABLE TV, TELEPHONE, WATER AND POWER, AND FOR SEWER AND DRAINAGE IMPROVEMENTS.

GEOTECHNICAL INVESTIGATION:

A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS (AGEC). THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, AND EXTERIOR FLATWORK ARE COMPILED IN A REPORT. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH SANTA CLARA CITY. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS RECOMMENDATIONS.

THE FINAL PLAT FOR
HERITAGE POINTE
SUBDIVISION
- PHASE 2 -

LOCATED IN SECTION 15
TOWNSHIP 42 SOUTH, RANGE 16 WEST,
SALT LAKE BASE AND MERIDIAN,
SANTA CLARA CITY|WASHINGTON COUNTY|UTAH.

SHEET 1 OF 2



SURVEY-FPLAT-PH2 FILE NUMBER:	01/26/2021 DATE:	C.G.A. DRAWN:
10565-20-001 JOB NUMBER:	1" = 30' SCALE:	B.E.A. CHECKED:

ENGINEER'S APPROVAL:

THE HEREDON SUBDIVISION HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE, THIS DAY OF , 20.

ENGINEER
SANTA CLARA CITY, UTAH

APPROVAL OF THE
PLANNING COMMISSION:

ON THIS THE DAY OF , A.D. 20 THE PLANNING COMMISSION OF SANTA CLARA CITY, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF SANTA CLARA CITY'S PLANNING ORDINANCES, AND BY AUTHORIZATION OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY SANTA CLARA CITY, UTAH.

CHAIRMAN OF THE PLANNING COMMISSION
SANTA CLARA CITY, UTAH

CITY SURVEYOR'S
CERTIFICATE:

I THE SANTA CLARA CITY SURVEYOR, DO HEREBY VERIFY THAT THIS OFFICE HAS EXAMINED THIS SUBDIVISION PLAT AND HAVE DETERMINED THAT IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

CITY SURVEYOR
SANTA CLARA CITY, UTAH

APPROVAL AND ACCEPTANCE
BY THE CITY OF SANTA CLARA, UTAH:

WE THE MAYOR AND CITY COUNCIL OF SANTA CLARA CITY, UTAH HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL RECORDED IN THE MINUTES OF ITS MEETING OF THE DAY OF A.D. 20, HEREBY ACCEPT THE SAID SUBDIVISION WITH ALL COMMITMENTS AND ALL OBLIGATIONS PERTAINING THERETO.

CITY RECORDER
SANTA CLARA CITY, UTAH
MAYOR
SANTA CLARA CITY, UTAH

APPROVAL
AS TO FORM:

APPROVED AS TO FORM, THIS DAY OF A.D. 20.

CITY ATTORNEY
SANTA CLARA CITY, UTAH

TREASURER APPROVAL

I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS DAY OF A.D. 20 THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.

WASHINGTON COUNTY TREASURER

RECORDED No.

FEE: COUNTY RECORDER
WASHINGTON COUNTY, UTAH

REQUEST FOR ACTION

AGENDA ITEM 4

City Council

May 12, 2021



APPLICANT: Patrick Manning

SUBJECT:

Request Preliminary Plat approval time extension for 1 year.

BACKGROUND DESCRIPTION:

The developer request preliminary plat approval extension for 1 year. The Edge at Grand Desert went to Planning Commission on January 9, 2020, then to City Council until April 22, 2020. Code Ordinance 16.12.050 item I. All final plats and construction drawings shall be prepared and approved within one year of city council approval of the preliminary plat.

Proposed Recommendation

Approval

Cost

N/A

Approved by Legal Department

Yes

Approved in Budget

Yes

Approved by City Finance Department

Yes

Amount

N/A

Requested By

Patrick Manning

File Upload Attachments

<https://sccity.org/wp-content/uploads/formidable/41/To-SCC-Plat-Extention-Letter-21.0420.pdf>, <https://sccity.org/wp-content/uploads/formidable/41/The-Edge-at-Grand-Desert-Amended-Preliminary-Plat-Application.pdf>, <https://sccity.org/wp-content/uploads/formidable/41/4b.EDGE-PRE-PLAT-12-23-19-24X36.pdf>

Patrick Manning

Sycamore Development

PO Box 3135

St. George, UT 84771

4/20/21

City Council

Santa Clara City

2603 Santa Clara Drive

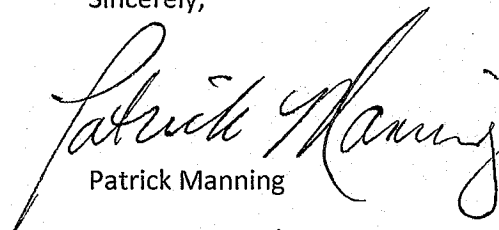
Santa Clara, UT 84765

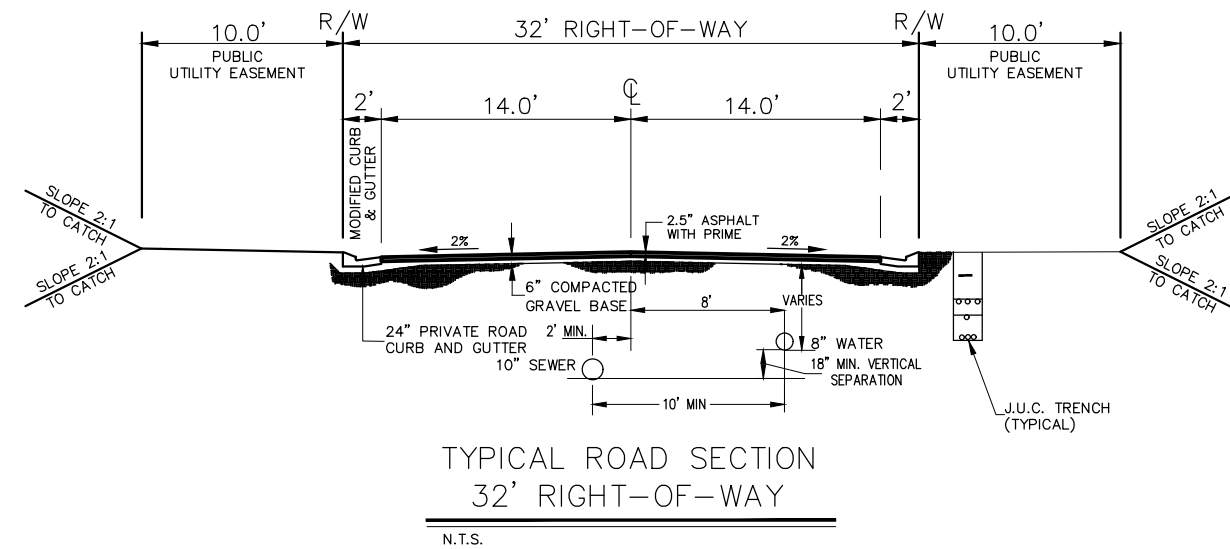
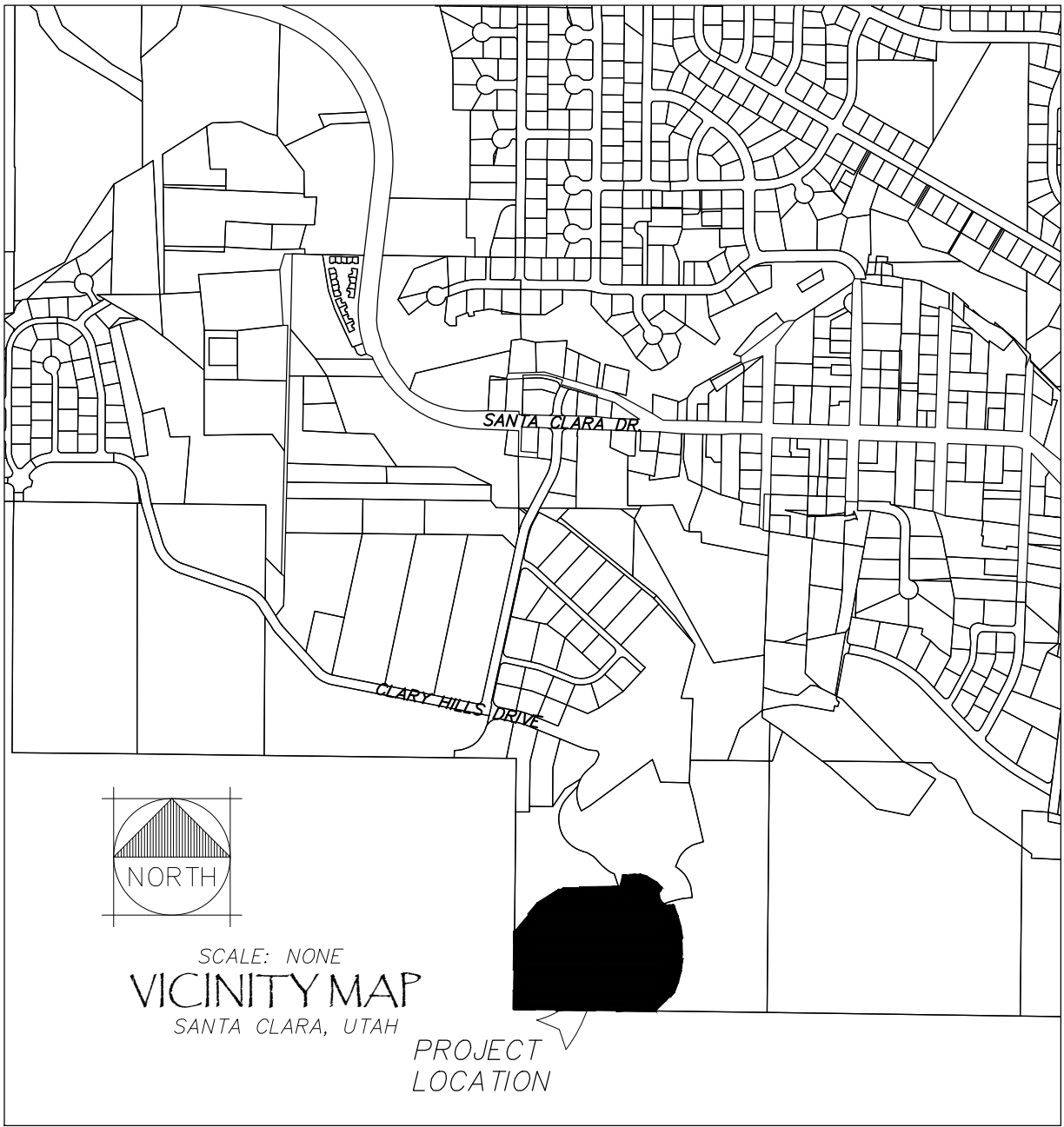
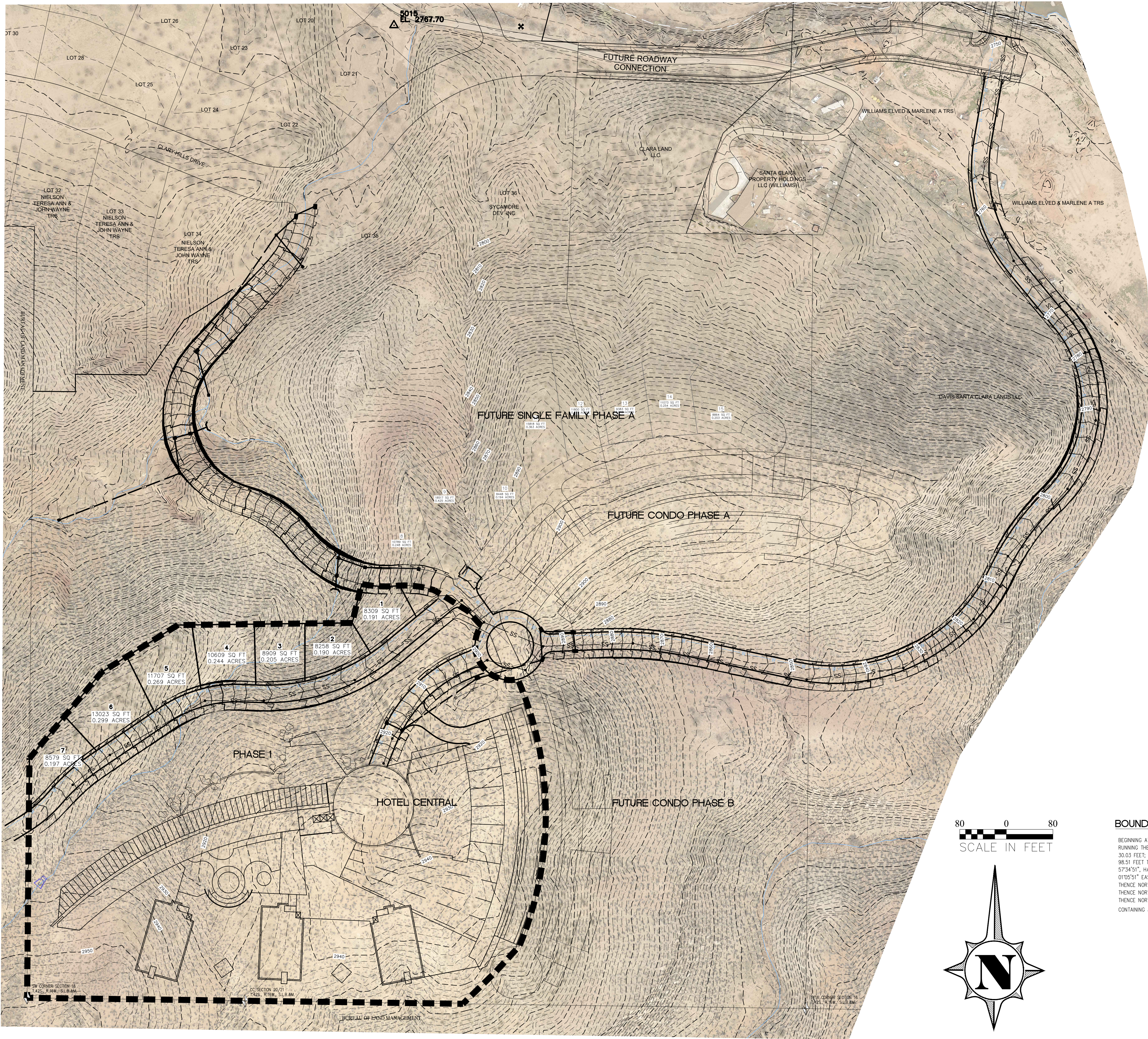
103424.000

Dear City Council,

Sycamore Development is requesting a preliminary plat extension in an effort to recoup time that was lost during the Covid pandemic. *We request a time frame of one year from the date of this letter.*

Sincerely,


Patrick Manning
Sycamore Development

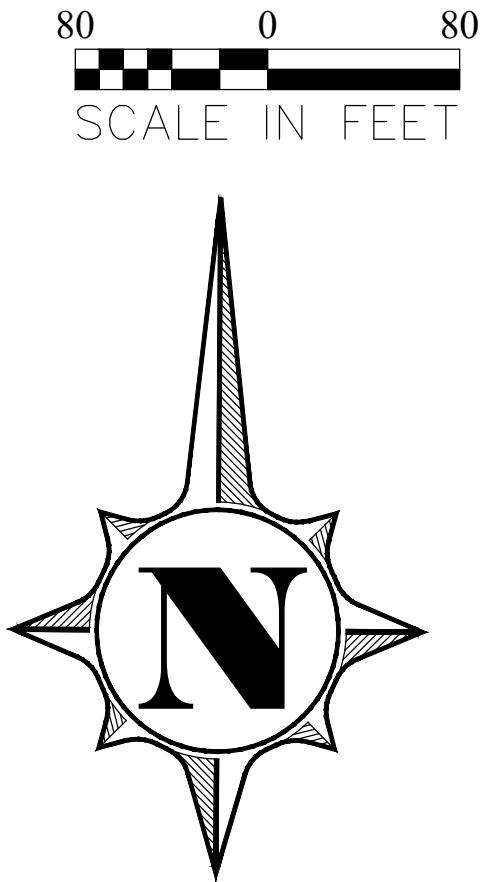


LEGEND	
EXISTING CONTOUR (2')	---
EXISTING CONTOUR (10')	---
EXISTING SEWER LINE	---
EXISTING WATER LINE	---
EXISTING STORM DRAIN	---
EXISTING GAS MAIN	---
EXISTING UNDERGROUND POWER	---
PROPOSED WATER LINE	W 8"
PROPOSED SEWER LINE	SS 8"
PROPOSED STORM DRAIN	S 8"
EXISTING FIRE HYDRANT	★
STAKED POINT IN FIELD	X

- NOTES:
- ALL LOTS HAVE 7.5 FOOT REAR AND SIDE YARD AND 10.0 FOOT FRONT PUE AND DRAINAGE EASEMENTS
 - ALL STREETS HAVE 10 FOOT PUE AND DRAINAGE EASEMENTS
 - FRONT SET BACK IS 25 FEET, REAR AND SIDE YARD SETBACK IS 10 FEET
 - CURRENT ZONE IS PDR

BOUNDARY DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE NORTH 00°33'38" EAST 1042.75 FEET; THENCE SOUTH 89°27'24" EAST 72.72 FEET; THENCE NORTH 00°32'36" EAST 30.03 FEET; THENCE SOUTH 89°27'24" EAST 121.39 FEET; THENCE NORTH 34°36'33" EAST 114.57 FEET; THENCE NORTH 57°57'18" EAST 98.51 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 57°34'51", HAVING A RADIUS OF 175.00 FEET (RADIUS POINT BEARS SOUTH 62°18'25" EAST), AND WHOSE CHORD BEARS SOUTH 01°05'51" EAST 168.56 FEET; THENCE ALONG THE ARC OF SAID CURVE 175.07 FEET; THENCE NORTH 60°06'14" EAST 50.00 FEET; THENCE NORTH 53°28'45" EAST 413.79 FEET; THENCE SOUTH 20°03'23" EAST 128.44 FEET; THENCE SOUTH 89°10'08" EAST 151.18 FEET; THENCE NORTH 02°31'51" EAST 119.16 FEET; THENCE SOUTH 89°23'51" EAST 417.93 FEET; THENCE SOUTH 00°31'11" WEST 1330.45 FEET; THENCE NORTH 89°12'29" WEST 1338.71 FEET TO THE POINT OF BEGINNING, CONTAINING 37.326 ACRES.



DEVELOPER
SYCAMORE DEVELOPMENT
CONTACT: PATRICK MANNING
(303) 565-4420

THE EDGE OF GRAND DESERT
LOCATED IN:
THE SE 1/4 OF SECTION 17,
TOWNSHIP 42 SOUTH, RANGE 16 WEST,
SALT LAKE CITY BASE & MERIDIAN

No.	Description of Revisions	Date	By

KUMA
ENGINEERING COMPANY
469 WEST TONAPAH WAY
IVINS, UT 84738
(435) 229-0244

AMENDED PRELIMINARY PLAT
THE EDGE OF GRAND DESERT PHASE 1
PREPARED FOR SYCAMORE DEVELOPMENT INC
PROJECT LOCATED IN SECTION 16, T42S, R16W SLB&M
SANTA CLARA UT



Project :	EDGE
File :	PRE PLAT
Date :	DEC 2019
Drafted by :	BH
Review by :	BH

Scale :
1 = 80

Sheet No.
PRE

 CITY OF SANTA CLARA FOUNDED 1854 Residential Subdivision Preliminary Plat Application Amended	FEES	<i>Major Subdivision: \$650</i> <i>or Minor Subdivision: \$550</i> <i># of lots x \$35 per lot</i>			
	WATER MODELING	<i>Lots: 1-9</i> <i>10-19</i> <i>20-49</i> <i>50-99</i> <i>100-199</i>	<i>\$300</i> <i>\$400</i> <i>\$475</i> <i>\$625</i> <i>\$825</i>	<i>200-349</i> <i>350-499</i> <i>500-499</i> <i>700-999</i> <i>1000+</i>	<i>\$1,175</i> <i>\$1,650</i> <i>\$2,100</i> <i>\$2,650</i> <i>\$2,650</i>
		Filing Fee: \$ 650.00 Lot Fee: \$ 400.00 Water Modeling Fee: \$ 455.00 Total Fees: \$ 1,505.00			

Previously paid on original application by check no. 0082 receipt no. 1.219310

Proposed Subdivision Name: THE EDGE AT GRAND DESERT

Applicant(s) / Property Owner(s) Information

LEGAL OWNER(S) OF SUBJECT PROPERTY: CLARA LAND LLC

MAILING ADDRESS: PO BOX 236 CITY: SANTA CLARA STATE: UT ZIP: 84765

EMAIL: KYLEHAFEN@GMAIL.COM PHONE: 435-236-4149 FAX: _____

APPLICANT: _____
(If different than owner)

MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____ PHONE: _____ FAX: _____

CONTACT PERSON/REPRESENTATIVE: _____
(If different than owner)

MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____ PHONE: _____ FAX: _____

Property Description

STREET ADDRESS OF PROPERTY: SOUTHEAST CORNER OF GATES LANE AND CLARY HILLS DRIVE

Section(s): 16 Township(s): 42 S Range: 16 W

ASSESSOR'S PARCEL NUMBER(S): SC-6-2-16 AND SC-6-2-16-323

Current Zoning Designation: PLANNED DEVELOPMENT

Parcel Size (acres): 70 AC APROX Number of Lots: 5 Number of Phases: 3

Major Cross Street(s): SANTA CLARA DR AND CLARY HILLS DR

Legal Description: _____
(Attach separate sheet if necessary)

- **Technical Review Committee (staff) – meets every Thursday at 8:00am.**
- **Planning Commission - meets every second Thursday of each month at 5:30 pm.**
- **City Council – meets the second and fourth Wednesdays of each month at 5:00pm.**

Office Use Only:

Date Plan Accepted: _____

Receipt number:

Amt Paid:

PROPERTY OWNER

Revised 6/6/2018



Subdivision/Development Approval Checklist Santa Clara City

PRELIMINARY PLAT CHECKLIST

Project Name: _____

Yes	No	N/A	
			I. SKETCH PLAN/CONCEPT PLAN REQUIREMENTS (16.12.030)
Y	N	N/A	Sketch/Concept Plan review by staff and/or by Planning Commission although not required is highly encouraged.
			II. STATE WATER QUALITY REQUIREMENTS – (Resolution 2015-12R)
Y	N	N/A	1. Waterline and hydrant locations in electronic format.
Y	N	N/A	2. Applicable elevation data at valve clusters and hydrants.
Y	N	N/A	3. Coordinate system used and in draining. The water model is set up in Utah State planes, NAD83 datum, South Zone, US Foot (UT83-ASF).
Y	N	N/A	4. Submit Project Notification Form (PNF) with application. Available at: http://www.sccity.org/media/uploads/2015/08/19/files/PNF-WaterQuality.pdf
			III. PRELIMINARY PLAT REQUIREMENTS (16.12.040)
			A. Submittal of:
Y	N	N/A	1) Preliminary Plat Copies (eleven (11) 11" x 17" and four "Plat Size" (24" x 36") Copies). Must be a clear and legible graphic representation of the subdivision, existing conditions, and proposed improvements as outlined in the completeness review below
			B. Preliminary Plat Requirements (Chapter 16.16)
			1. Title Block (16.16.020)
Y	N	N/A	a. Proposed name of subdivision
Y	N	N/A	b. Location of subdivision, including the address, section, township, and range
Y	N	N/A	c. Owner's name and address
			2. General Requirements (16.16.030)
Y	N	N/A	a. North Arrow and Scale (1"= 100' is preferred; 1"= 200' for large subdivisions)
Y	N	N/A	b. Boundary and phasing plan of the subdivision
Y	N	N/A	c. All property under control of the owner showing part(s) being developed and overall street system (Note: The street system shall conform to the existing street master plan)
Y	N	N/A	d. Existing and proposed contour lines at vertical intervals of not greater than two feet unless approved at a greater interval by the Planning Commission.
			3. Existing Conditions (16.16.040)
Y	N	N/A	a. Location, width of all streets and homes within two hundred (200) feet of the subdivision.
Y	N	N/A	b. Boundaries of adjacent tracts of subdivided and un-subdivided land, showing ownership.
Y	N	N/A	c. Identification of the zone or zones in which the property is located.
Y	N	N/A	d. All public streets, utility rights-of-way, easements, parks, and other public open spaces within or adjacent to the proposed subdivision. All section and boundary lines within and adjacent to the proposed subdivision.
Y	N	N/A	e. Sewer mains, sewer manholes, water mains, fire hydrants, power lines, power poles, culverts, or other facilities within one hundred (100) feet of the proposed subdivision.
Y	N	N/A	f. Ditches, drainage channels, water ways and major washes.
Y	N	N/A	g. Location of the flood plain, floodways, and elevations designed by F.E.M.A. No subdivision in the city shall be allowed in a flood plain.
Y	N	N/A	h. Exceptional topography-submit necessary map, visuals, etc. that would best reveal the exceptional topography.
Y	N	N/A	i. Information required for the historic preservation ordinance if the proposed subdivision is within the historic preservation overlay zone.
Y	N	N/A	j. Vicinity map.
Y	N	N/A	k. A soils report unless waived by the City Engineer via written & signed correspondence.
Y	N	N/A	l. Inclusion of paragraph pertaining to Geotechnical Report Conclusions.

4. Proposed Plan (16.16.050)

☒	N	N/A	a. Streets and Utility Easements: the layout of streets and utility easements showing identification and dimensions.
☒	N	N/A	b. Lots: layout, number, and typical dimensions of lots.
☒	N	N/A	c. Setback Lines: building setback lines in any questionable lot area.
☒	N	N/A	d. Parcels Set Aside: Parcels of land intended to be dedicated for public use or set aside for the use of property owners in the subdivision as common or limited areas.
☒	N	N/A	e. Stormwater Drainage: A proposed plan to dispose of stormwater drainage for the subdivision.
☒	N	N/A	f. Wastewater Collection: Determine how the proposed subdivision can be served by the existing wastewater collection system without the extension of any trunk or outfall line.
☒	N	N/A	g. Wastewater Treatment: Determine how wastewater estimated to be generated by the proposed subdivision can be accommodated and treated without any treatment plan expansion.
☒	N	N/A	h. Water Supply and Storage: Determine how the water needs of the subdivision can be accommodated.
☒	N	N/A	i. Fire Flow: show how the proposed development will be served by a central water system with appropriately located fire hydrants and adequate flows to meet insurance requirements.
☒	N	N/A	j. Fire Response Time: Is the proposed subdivision within two (2) miles of a five (5) minute response time of a fire station?
☒	N	N/A	k. Solid Waste: Determine that the proposed subdivision be served by the existing system.
☒	N	N/A	l. Electrical Supply: Determine whether or not the electrical needs to the subdivision can be accommodated, and under what conditions.
☒	N	N/A	m. Parks: Determine that the proposed development is within one mile of a city park or recreation facility, and within one-half (1/2) mile of a neighborhood park, and can accommodate the projected population of the subdivision.
☒	N	N/A	n. Phasing Plan: a phasing plan for the subdivision if phases are proposed.
☒	N	N/A	o. Arrangements with Outside Agencies: where public services are proposed by agencies outside those operated by the city, the owner shall provide agreements with those agencies approving proposed plans.
☒	N	N/A	p. Other items that may be requested by the TRC, Planning Commission, or City Council.

5. Conformance with City Standards

Y	N	N/A	a. Historic Preservation Ordinance Requirements (Chapter 17.76)
☒	N	N/A	b. Building Codes
☒	N	N/A	c. Zoning Ordinance (Title 17)
☒	N	N/A	d. City Standards
☒	N	N/A	e. Hillside Development Permit as found in Chapter 17.80 of the City's Zoning Ordinance
Y	N	N/A	f. Flood Damage Prevention Permit as found in Chapter 15.36 of the City's Municipal Code
☒	N	N/A	g. Storm Water Management/BMP Facilities Maintenance Agreement

C. Review for Adequate Public Facilities (16.12.040 (H)):

NOTE: The City Council and/or staff may require the applicant to submit such additional information, data, studies, plans, analyses, or maps as may be necessary to make a factual determinations set forth herein. If so required, the applicant shall bear the full cost of meeting this requirement (16.12.040 (H)). Note: Required signatures below will be garnered by Zoning Administrator.

› **Review for Adequate Public Facilities Part 1 of 4:**

Floodplain or Hillside: Proposed development is not located within a floodplain or hillside.

Owners of the development have submitted adequate documentation demonstrating that the development complies with the requirements of Public Facilities Part 1.

Comments: _____

Date: _____ Signature: _____
City Engineer

› **Review for Adequate Public Facilities Part 2 of 4:**

Roads: Be served by streets within one mile of the proposed development without causing a reduction in the level of service below "C" during peak hour.

Wastewater Collection: Can be served by the existing wastewater collection system, without the off-site extension of any trunk or outfall lines.

Wastewater Treatment: The wastewater estimated to be generated by the proposed development can be accommodated and treated in accordance with city standards without any treatment plant extension.

Water Supply and Storage: The water needs of the proposed development can be accommodated in accordance with legally authorized and physically available water rights and the capacity, storage, design, of construction requirements of the Utah Health Department without additional supply or storage requirements.

Solid Waste: The proposed development can be served by the existing collection and disposal capacity expenditures or improvements.

Electrical Supply: The electrical needs of the development can be accommodated by the city power department.

Storm Drainage: The proposed development can be served by the existing storm drainage system without the off-site extension of an interceptor or major collection lines.

Comments: _____

Date: _____ Signature: _____
Public Services Director

› **Review for Adequate Public Facilities Part 3 of 4:**

Fire Flow: The proposed development shall be served by a central water system with appropriately located fire hydrants and adequate flows to meet insurance services office fire system grading standards (minimum of twelve-hundred and fifty (1,250) gallons per minute for a period of two hours) without additional capital improvements.

Fire Response Time: The proposed development is within two miles or a five minute response time of an existing fire station.

Owners of the development have submitted adequate documentation demonstrating that the development complies with the requirements of Public Facilities Part 3.

Comments: _____

Date: _____ Signature: _____
Fire Chief

› **Review for Adequate Public Facilities Part 4 of 4:**

Parks: The proposed development is within one mile of a city park or recreation facility, and within one-half mile of a community or neighborhood park, all of which meet city acreage and facility standards and can accommodate the population projected to be generated by the proposed development. The Owners of the development have submitted landscape plans that meet the Landscape Ordinance and City's Landscape Specifications for any property that will maintained by the City of Santa Clara.

Comments: _____

Date: _____ **Signature:** _____
Parks Director

Miscellaneous Notes:



SANTA CLARA CITY SUBMITTAL DEADLINES

Development Submittal Deadlines

REZONINGS	
Classification	Submittal Deadline Requirements for Planning Commission
Open Space Zone (OS)	Application submittal deadline is four (4) weeks prior to the intended Planning Commission Meeting. *Staff acceptance date is three (3) weeks prior to the intended Planning Commission Meeting.
Residential Agriculture Zone (RA)	Application submittal deadline is four (4) weeks prior to the intended Planning Commission Meeting. *Staff acceptance date is three (3) weeks prior to the intended Planning Commission Meeting.
Single-Family Residential Zone (R-1)	Application submittal deadline is four (4) weeks prior to the intended Planning Commission Meeting. *Staff acceptance date is three (3) weeks prior to the intended Planning Commission Meeting.
Commercial Zone	<u>Without site plan approval</u> , application submittal deadline is four (4) weeks prior to the intended Planning Commission Meeting. <u>With site plan approval</u> , application submittal deadline is seven (7) weeks prior to the intended Planning Commission Meeting. *Staff acceptance date is three (3) weeks prior to the intended Planning Commission Meeting.
Planned Development Districts (PD)	Application submittal deadline is eight (8) weeks prior to the intended Planning Commission Meeting. *Staff acceptance date is three (3) weeks prior to the intended Planning Commission Meeting.
Historic District/Mixed Use Zone	Application submittal deadline is six (6) weeks prior to the intended Planning Commission Meeting. *Staff acceptance date is three (3) weeks prior to the intended Planning Commission Meeting.
Historic District Overlay Zone	Application submittal deadline is four (4) weeks prior to the intended Planning Commission Meeting. *Staff acceptance date is three (3) weeks prior to the intended Planning Commission Meeting.
Classification	Submittal Deadline Requirements for City Council
All	Copies of application (11 copies of application with any recommended changes encouraged by the Planning Commission) must be received two (2) weeks prior to intended City Council meeting. *Staff acceptance date is one (1) week prior to the intended City Council Meeting.

Before receiving any petition, all fees must be paid along with the submittal of a complete application.

*Staff acceptance date refers to the day staff formally accepts the application as complete, all required staff reviews are complete, and final changes made to the application materials are complete.

Conceptual reviews, prior to the submittal deadline, by staff and the Planning Commission are **strongly encouraged but not required; additionally, applicants/property owners are **strongly encouraged to submit their applications in advance of the established submittal deadline requirements to avoid missing a staff acceptance deadline due to unforeseen issue(s).**

SUBDIVISIONS	
TRC & Planning Commission Reviews	
Preliminary Subdivision	Preliminary Plat submittal deadline is eight (8) weeks prior to the intended Planning Commission Meeting. *Staff acceptance date is three (3) weeks prior to the intended Planning Commission Meeting.
Final Subdivision	Final Plat submittal deadline is three (3) weeks prior to the intended Planning Commission Meeting. Staff acceptance date is one (1) week prior to the intended Planning Commission Meeting.
City Council Reviews	
Preliminary Subdivision	Preliminary Plat submittal deadline is one (1) week prior to the intended City Council Meeting—submittal must include 11 copies of application materials, revised if necessary to consider recommendations of Planning Commission. Staff acceptance date is one (1) week prior to the intended City Council Meeting.
Final Subdivision	Final Plat submittal deadline is one (1) week prior to the intended City Council Meeting—submittal must include 11 copies of application materials, revised if necessary to consider recommendations of Planning Commission. Staff acceptance date is one (1) week prior to the intended City Council Meeting.

Misc. Planning & Zoning Approvals	
PD Master Plan Amendment	Same as Planned Development approval
Site Plan Reviews	Three (3) weeks prior to intended Planning Commission Meeting and two (2) weeks prior to intended City Council Meeting.
Conditional Use Permits and Home Occupations	Week & a half (1 1/2) weeks prior to the Technical Review Committee Meeting

Typical Meeting Schedules:

Note: Please refer to the submittal deadline requirements that must be met in order to have a formal Planning & Zoning application placed on the agenda and considered for approval. Agendas for these meetings are posted prior to the meeting date and can be found on the City's web site: www.santaclaracityutah.com

Technical Review Committee (TRC) Meetings – Generally every Thursday at 8:00 a.m.

Planning & Zoning Meetings – 2nd Thursday of each month at 5:30 p.m.

City Council Meetings—2nd & 4th Wednesday of each month at 5:00 p.m.

Final Note: Due to the time it takes to conduct reviews by staff, incorporate changes by the engineers, and meet state and local advertising deadlines, the submittal deadline requirements are firm.

REQUEST FOR ACTION

AGENDA ITEM 5

City Council

May 12, 2021



APPLICANT: Randy Hancey

SUBJECT:

Approval of Lease agreement for a Wildland Utility Vehicle between Santa Clara City and C H Wildland Fire Support.
The lease is

BACKGROUND DESCRIPTION:

This lease agreement would be for a Wildland Utility Vehicle for wildland fire suppression and support activities. This UTV has been used previously last year with our department by a previous volunteer Jeff Germain. This piece of equipment is extremely useful as a rapid response vehicle and quick attack for wildland fire suppression. This UTV can be deployed quickly to respond to difficult to reach areas and has a small water supply and hand tools available. The operators of this vehicle will all be trained in its proper use and all safety guidelines and procedures will be followed. All other specifications addressed in the Lease agreement will be followed.

Proposed Recommendation

Approval

Cost

\$0

Approved by Legal Department

Yes

Approved in Budget

N/A

Approved by City Finance Department

N/A

Amount

0

Requested By

Randy Hancey Fire Chief

File Upload Attachments

<https://sccity.org/wp-content/uploads/formidable/41/Vehicle-Lease-Agreement-wildlands.pdf>

VEHICLE LEASE AGREEMENT

This agreement is entered into this day, April 18, 2021 and shall remain in full force and effect through December 31, 2021 between Santa Clara-Ivins Fire Rescue ("Lessee"), of 2603 Santa Clara Dr, Santa Clara, Utah 84765 and C H Wildland Fire Support ("Lessor"), of 1169 West Sapphire, Saint George, Utah 84770, organized and existing under the laws of the State of Utah. The following terms and conditions shall apply for the length of the lease:

1. RECITALS

WHEREAS, the Lessor is the registered owner of the Vehicle,

WHEREAS, the Lessor is desirous of leasing the Vehicle to the Lessee on such terms as are set out in this Vehicle Lease Agreement (the "Agreement") and the Lessee is desirous of leasing the Vehicle from the Lessor on said terms,

WHEREAS, this Agreement is a lease only and Lessee will have no right, title, or interest in or to the Vehicle except for the use of the Vehicle as described in this Agreement,

WHEREAS, this Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicle,

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

2. DESCRIPTION OF LEASED VEHICLE.

The following vehicle ("the Vehicle") is the subject of this Lease Agreement:

VEHICLE TYPE:	Used
COLOR:	Black
YEAR:	2018
MAKE:	Can-Am
MODEL:	Defender Max
BODY STYLE:	Side By Side
MILEAGE:	0
LICENSE PLATE:	_____
VIN:	3JBURAP42JK000584

INTENDED VEHICLE PURPOSE: Business use

3. AMOUNT DUE AT LEASE SIGNING. Lessor and Lessee agree on the following amount due at lease signing, based on these terms:

1. Applicable title, license, and registration fees will be paid in the amount of \$0.00.

AMOUNT DUE AT LEASE SIGNING

\$0.00

4. LEASE COSTS AND FEES SUMMARY. The Lessor and Lessee agree that at the end of the term of this lease the total cost of the lease will be \$0.00, excluding any costs for repairing any excess wear and tear of the Vehicle. This total is based on the following provisions:

1. The full retail cost of the Vehicle is \$34,000.00.
2. The Lessor and Lessee have negotiated and agree that the value of the Vehicle is \$0.00.
3. A good faith estimate of the residual value of the Vehicle is \$0.00.
4. The invoice price of the Vehicle minus net trade-in allowance, down payment, rebate, non-cash credit, or cash paid (net capitalized cost) is: \$0.00.
5. The amortized amount over the term of the Lease is \$0.00.
6. The term of the Lease is for 9 months (the "Term").
7. The total base monthly depreciated payment is \$0.00.
8. Lessor is charging a lease rate of 0%.
9. The financing fees total: \$0.00.
10. The local sales tax on monthly payments is 0% per annum.
11. The monthly sales/use tax total is \$0.00.

TOTAL MONTHLY PAYMENT

\$0.00

TOTAL COST OF LEASE

\$0.00

5. FORM OF PAYMENT. The monthly payments are to be made on the first day of each month with the first payment due on the first payment day that occurs after the effective date of this lease. Payments may be made by personal check, cashier's check, money order, certified check, cash, or by any other means agreed upon by the Lessor and Lessee. Payments are to be paid to the

Lessor at the address listed above, unless the parties agree that payment is to be submitted elsewhere.

6. MILEAGE PERMITTED. Lessee will be permitted to drive the Vehicle for a maximum of 2,000 miles per year and be charged \$0.00 per extra mile if the Vehicle is driven over the allotted amount of miles.

7. GAP LIABILITY NOTICE. In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due upon early termination and the proceeds of your insurance settlement and deductible. THIS LEASE PROVIDES THAT LESSEE IS LIABLE FOR THE GAP AMOUNT.

8. INSURANCE. Lessee must maintain Automobile Liability Insurance in the form of any applicable bodily injury and property damage coverage, and collision and comprehensive insurance, as required by Utah state law. Proof of insurance or the insurance card must be provided to the Lessor upon request. The Lessee is responsible for insuring the Vehicle based on its full value. The Lessor will be named as the registered owner and as "Additional Insured" and loss payee in the insurance policy.

9. TAXES AND FEES. During the term of this Lease, the Lessee shall pay all applicable taxes, assessments, and license and registration fees on the Vehicle.

10. END OF TERM LIABILITY.

(a) The residual value of the Vehicle is based on a reasonable, good faith estimate of the value of the vehicle at the end of the lease term. If the actual value of the vehicle at that time is greater than the residual value, Lessee will have no further liability under this lease, except for other charges already incurred. If the actual value of the Vehicle is less than the residual value, Lessee will be liable for any difference up to three (3) times the monthly payment. For any difference in excess of that amount, Lessee will only be liable if:

1. Excessive use or damage representing more than normal wear and use resulting in an unusually low value at the end of the term.
2. The matter is not otherwise resolved and Lessor wins a lawsuit against Lessee seeking a higher payment.
3. Lessee voluntarily agrees with Lessor after the end of the lease term to make a higher payment.

Should the Lessor bring a lawsuit against the Lessee, the Lessor must prove that the original estimate of the value of the leased property at the end of the lease term was reasonable and was made in good faith. For example, Lessor might prove that the actual was less than the original estimated value, although the original estimate was reasonable, because of an unanticipated decline in value for that type of vehicle. Lessor must also pay for attorney's fees.

(b) If Lessee disagrees with the value assigned to the vehicle, Lessee may obtain, at Lessee's own expense, from an independent third party agreeable to both parties, a professional appraisal of the value of the leased vehicle which could be realized at sale. The appraised value shall then be used as the actual value.

11. EARLY TERMINATION DISCLOSURE. Lessee may have to pay a substantial charge if this lease is ended early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier the lease is ended, the greater this charge is likely to be.

12. EXCESSIVE WEAR AND USE. Lessee may be charged for excessive wear based on Lessor's specifications and generally accepted standards for normal use. Excessive wear and tear includes, but is not limited to: damaged glass, damaged body panels, lights, fenders, paint, dysfunctional accessories, extremely worn tire tread, any damage to the interior, and any mechanical damage that interferes with the safe and lawful operation of the vehicle.

13. PURCHASE OPTION AT THE END OF LEASE TERM. Lessee will not have the option to purchase the leased vehicle.

14. NOTICE. All notices required or permitted under this Lease shall be deemed delivered when delivered in person or by mail, postage prepaid, addressed to the appropriate party at the address shown for that party at the beginning of this Lease.

15. ASSIGNMENT. The Lessee shall not assign, transfer, or sublet any of its obligations, rights, or interest under this Agreement to any third party, whether an associated entity or not, whether in whole or in part without prior written consent of the Lessor.

16. TERMINATION. If Lessee fails to pay any amount due under this agreement or to comply with any of the covenants contained in this Agreement, Lessor may terminate this agreement upon thirty (30) days written notice and exercise any remedies under applicable law.

17. EVENT OF DEFAULT. The Lessee will be in default if the Lessee fails to make a monthly payment on the due date, the Lessee has misrepresented personal or financial information, the vehicle is damaged or is beyond repair, the vehicle is not returned at the end of the lease term, Lessee fails to maintain vehicle insurance as required, or Lessee breaches any other term of this lease.

18. VEHICLE RETURN. At the end of the lease the vehicle may be returned to the care of Lessor. Lessee shall pay any applicable end-of-lease costs.

19. COSTS, EXPENSES, FEES, and CHARGES. Lessee agrees to pay all fines, tickets, or penalties incurred in connection with the operation of the vehicle during the term of this agreement.

20. MAINTENANCE. Lessee agrees, at its expense, to maintain the vehicle in good condition, repair maintenance and running order and in accordance with all manufacturers and warranty

requirements. Lessee shall be responsible for all expenses that shall result as a part of the normal wear and tear of the automobile. Lessee also agrees to comply with the Lessor's requirements of maintenance of the vehicle such as, but not limited to, tire rotation and replacement, replacement of the air filter, replacements of hoses, clamps, belts, spark plugs, and oil changes.

21. SEVERABILITY. If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect and the parties will amend this Agreement to give effect to the stricken clause to the maximum extent possible.

22. RISK OF LOSS. Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of the Vehicle from any cause whatsoever. In the event of such occurrence to a vehicle, Lessee shall give Lessor prompt notice of the occurrence and thereafter will place the Vehicle in good repair, condition and working order.

23. ACCEPTABLE DRIVERS, LIMITATIONS, and MODIFICATIONS TO THE VEHICLE. The Vehicle is not to be operated by drivers without an appropriate license or those restricted under the insurance policy. Lessee agrees that it will not permit the Vehicle to be located in a state other than the state in which Vehicle is then titled for any continuous period of time that would require such vehicle to become subject to the titling and/or registration laws of such other state. Using the Vehicle on trips of less than sixty (60) days within continental North America is permitted. Any exceptions can only be made upon Lessor's prior written consent. Any modifications or cosmetic additions to the Vehicle are not permitted without the Lessor's prior written consent.

24. WAIVER. The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this lease.

25. WARRANTIES. The Vehicle herein is in an "as is" condition and Lessor has not made, and does not hereby make, any representation, warranty or covenant expressed or implied with respect to the condition, quality, durability, capability, or suitability of the Vehicle or against any patent or latent defects therein.

26. EARLY TERMINATION. There is no cancellation period before the end of the term of this vehicle lease. This lease may only be terminated with the agreement of the Lessor or upon proven and valid legal cause.

27. INSPECTION. Lessor and Lessee acknowledge that the Vehicle has been inspected and the Lessee accepts the Vehicle as being in good condition, not including manufacturer's defects.

28. ENTIRE AGREEMENT AND MODIFICATION. This Lease constitutes the entire agreement between the parties. No modification or amendment of this Lease shall be effective unless in writing and signed by both parties.

29. INDEMNIFICATION. Lessee agrees to indemnify and hold harmless the Lessor from any

loss; shall keep the Vehicle free from encumbrances, fines, liens, claims and expenses resulting from the maintenance and use of the vehicle.

30. ARBITRATION. Any controversy or claim relating to this Lease, including the construction or application of this lease, will be settled by binding arbitration under the rules of the American Arbitration Association, or similar dispute resolution service, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

31. GOVERNING LAW. This Lease shall be construed in accordance with the laws of Utah.

32. SIGNATORIES. This Agreement shall be executed by _____, Manager, on behalf of Santa Clara-Ivins Fire Rescue and by Jeff Germain, Manager, on behalf of C H Wildland Fire Support. This Agreement shall be effective as of the date mentioned above:

LESSEE:

By: _____ Date: _____

Manager

LESSOR:

By: _____ Date: _____
Jeff Germain
Manager