

NOTICE AND AGENDA
SANTA CLARA CITY COUNCIL MEETING
Wednesday, July 28, 2021
Time: 5:00 p.m.

AGENDA

NOTICE is hereby given that the Santa Clara City Council will hold a Regular Meeting on the 28th Day of July 2021 which meeting will begin at 5:00 PM.

The Meeting will be available to view live stream on the YouTube link:

https://www.youtube.com/channel/UCxLBLm30_XLqM1AEmhpcMA. Council Chambers will be available to residents, but we will have limited availability and follow Covid-19 guidelines.

1. **Call to Order:**

2. **Opening Ceremony:**

- Pledge of Allegiance: Jarett Waite
- 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 Minute
 - July 14, 2021, Regular City Council Meeting Minutes
 - Claims through July 28, 2021.
2. Calendar of Events
 - Aug. 4, 2021, City Council Work Meeting
 - Aug. 11, 2021 Regular City Council Meeting
 - Aug. 15-18th Annual UAMPS Meeting
 - Aug. 25, 2021 Regular City Council Meeting
3. Set Public Hearing regarding a Power Rate Increase for Aug. 11, 2021 at 5:00pm.

C. General Business:

1. Consider approval of a Preliminary Plat for the Vineyards Phase 11 Subdivision, generally located north of Santa Clara River and east of Vineyard Drive. Applicant Kent Frei. Presented by Bob Nicholson, City Planner.
2. Consider approval of the Water Way Program and approve Resolution 2021-11R. Presented by Kristelle Hill, Administrative Assistant.

3. Consider approval of the Snow Jensen Rate Increase. Presented by Brock Jacobsen, City Manager.
4. Consider Jack Taylors Consultant Agreement. Presented by Brock Jacobsen, City Manager.
6. **Reports:**
 - a. Mayor / Council Reports
7. **Executive Session**
8. **Adjournment**

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

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

The undersigned, duly appointed City Recorder does hereby certify that the above notice and agenda was posted within the Santa Clara City limits on this 22nd day of July 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 2021 meeting schedule was also provided to the Spectrum on January 1, 2021.

Chris Shelley – City Recorder

**SANTA CLARA CITY COUNCIL MEETING
WEDNESDAY, JULY 14, 2021
MINUTES**

THE CITY COUNCIL FOR THE CITY OF SANTA CLARA, WASHINGTON COUNTY, UTAH, met for a Regular Meeting on Wednesday, July 14, 2021, at 5:00 p.m. in the City Council Chambers of the Town Hall at 2603 Santa Clara Drive, Santa Clara, Utah. Notice of the time, place and agenda of the meeting was provided to the Spectrum and to each member of the governing body by emailing a copy of the Notice and Agenda to the Spectrum and also, along with any packet information, to the mayor and each council member, at least two days before the meeting. **The Meeting will be available to view live on the YouTube link:** https://www.youtube.com/channel/UCxLBLm30_XLqM1AEmhpcMA. Council Chambers will be available to residents, but we will have limited availability and follow Covid-19 guidelines.

Present: Mayor Rick Rosenberg
Council Members: Ben Shakespeare, Wendell Gubler, Leina Mathis and Denny Drake
City Manager: Brock Jacobsen
City Recorder: Chris Shelley

Others Present: Dustin Mouritsen, Public Works Director; Brad Hayes, Parks & Trails Director; Gary Hall, Power Director; Randy Hancey, Fire Chief; Kristelle Hill, Admin. Assistant; Jack Taylor (via Zoom); Sherelle Pontarelli; Mark Beauchamp, Zions Bank; Shane Minor, Wheeler Machinery; Doug Hunter, UAMPS

1. **Call to Order:** Mayor Rosenberg called the meeting to order at 5:02 p.m. He introduced the City Council and welcomed everyone. He excused Councilman Jarett Waite (who is out of town) and Councilman Ben Shakespeare (Councilman Shakespeare arrived at 5:10 p.m.).
2. **Opening Ceremony:**
 - Pledge of Allegiance: Denny Drake
 - Opening Comments: Denny Drake
3. **Communications and Appearances:** None.
4. **Conflicts and Disclosures:**
 - Mayor Rosenberg stated that Item 5C2 involves him directly. He said that the Mayor Pro Tem is out of town, and he planned to step down and have the Mayor Pro Tem handle this item but with him being out of town he will ask the Council to decide if he should step down for this item and one of the Council members can take charge of the meeting.
 - Leina Mathis said she is not sure if the Council is going to talk about bonding on Item 5C4 but if we are she said she will disclose her employment with Zions Bank.
5. **Working Agenda:**
 - A. **Public Hearing(s):** None.

B. Consent Agenda:

1. Approval of Claims and Minutes:

- June 23, 2021 Regular City Council Meeting Minutes
- June 23, 2021 Executive Session Minutes
- July 7, 2021 City Council Work Meeting Minutes
- Claims through July 14, 2021

2. Calendar of Events

- July 23, 2021 Offices Closed for the 24th
- July 24, 2021 Holiday (Saturday)
- July 28, 2021 Regular City Council Meeting
- Aug. 4, 2021 City Council Work Meeting

Motion to Approve the Consent Agenda.

Motion by Leina Mathis, seconded by Denny Drake.

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

Voting Nay: None.

Motion Carried.

C. General Business:

1. Consider approving the second amendment to the City's Storm Water Master Plan. Presented by Dustin Mouritsen, Public Works Director.

- Dustin Mouritsen said he is here tonight to ask for an amendment to the City's Storm Water Master Plan. We are under contract right now with Sunrise Engineering to update that Master Plan, but they are a few months out. He said we have found that we have drainage issues at the west end of Arrowhead Trail, and it needs some attention. The current Master Plan only calls for curb and gutter. He said they shot some profiles and the street drains to the west. With that being said, the curb and gutter needs to drain to the west and so they would like to put a pipe in the ground and take it to the east to an existing drain box. He said we don't want to raise impact fees at this time until the Storm Water Master Plan has been updated so we would like to amend this to put this pipe in the ground. We have a development going in that is going to pay for their portion of curb, gutter and sidewalk and several homeowners are also willing to pay for their portion of curb, gutter, and sidewalk. He said he would like to do the work in house with the city crew. He said they would install the pipe, do the grade for the curb and gutter, and then sub that out and they would do the road. They would patch about 3 ft of asphalt from the existing road to the curb and gutter.
- Denny Drake asked if this was impact fee eligible.
- Dustin Mouritsen said yes.
- Mayor Rosenberg said if we approve this modification to the Master Plan.
- Denny Drake said it sounds to him like this is a necessary item. Is it?
- Dustin Mouritsen said yes.

Motion to Approve the second amendment to the City's Storm Water Master Plan as presented.
Motion by Denny Drake, seconded by Wendell Gubler.
Voting Aye: Leina Mathis, Denny Drake, Wendell Gubler and Ben Shakespeare.
Voting Nay: None.
Motion Carried.

2. Consider approval of the RFP selection for Vineyard Drive. Presented by Dustin Mouritsen, Public Works Director.

- Dustin Mouritsen said we put out a public notice for a request for proposal for Vineyard Drive. We received two Statement of Qualifications (SOQ) from Rosenberg Associates and Sunrise Engineering. After reviewing both of those SOQ's we have decided that Rosenberg Associates is a more qualified firm. He said we would like to take Vineyard Drive and separate it into phases. This is Phase 1. He said he initially put in for \$35,000 and he had to change that. It is actually \$44,340 for the cost of Rosenberg Associates to do the engineering design for Phase 1. We have a development coming in, Vineyards 11, that would pay their portion of curb, gutter, and sidewalk on most of the east side from the first intersection of the big bend to Black Rock Road and we also have homeowner participation on the other side. He said he would like to do what work we could do in house: waterline, asphalt, grade work and storm drain work. Some of it is impact fee eligible.

- Mayor Rosenberg said that we have met with property owners out there and are asking the existing homeowners to pay the curb and gutter and sidewalk on their frontage for this project. Phase 1 includes the design all the way from Black Rock Circle down to River Front Drive. He said if Council would like, he could step out and yield the Chair while Council discusses this. It is up to Council. He told Council not to tie in the vote because he won't vote on this. He explained that he chose Phase 1 in the scoping because that lets us solve all the drainage issues in the reach and takes it to an existing entrance, so it gives us some flexibility. This also includes the realignment of the intersections. This phase creates two T-intersections and fixes the safety issues that the residents were pretty adamant about.

- Denny Drake asked if we are increasing the width of the asphalt.

- Dustin Mouritsen said yes.

- Mayor Rosenberg said it is a 50 ft right of way so we could go up to 35 ft.

- Ben Shakespeare asked how many phases we are looking at.

- Dustin Mouritsen said two to three.

- Mayor Rosenberg said it would be at least three. He said the second phase would go from River Front Drive to Cottonwood. Then it will be improved down to Town Hall. The last phase would go from there to Old Farm Road. That last phase could split into two phases depending on money. He said available money on the city side will determine the phase lines. Phase 1 is a little bigger phase, but we have developer participation all along the Frei property. The phase from River Front to Cottonwood is not a really big phase but it has some drainage issues that we have to deal with on it. The other phase from Town Hall going west is primarily street improvements.

- Denny Drake said if we get our fire station moving forward that could be included in that work that we are going to do there so we may be able to find some monies that would offset that from taking out of our impact fees.

- Mayor Rosenberg said this first phase will kind of set the table for the whole project.

- Dustin Mouritsen said the estimated project cost was about \$600,000 but he thinks it can be shaved down a lot by doing work in house.
- Mayor Rosenberg said that cost also includes the developer participation.
- Leina Mathis asked if any of the homeowners in this phase have expressed interest in going ahead and proceeding in their portion of it.
- Mayor Rosenberg said the Andersons and the Phillips have. One of the first steps is hitting them up door to door. We have the feedback from the Citizens Committee and now it will be getting the commitments and getting the actual funds put in place. This is not going to be an SID and it is not going to be bonded for. We are going to collect the money and build it with cash. If we don't get all the way down to the end, we will go as far as we can go.
- Ben Shakespeare asked if we would end up with a stop sign at the T on Vineyard.
- Mayor Rosenberg said there will be a stop sign at the bottom of the hill on Vineyard. He said the only question in his mind is what do we do with the addressing of the homes on Vineyard that may change their addresses to Claude Drive and how we deal with that. He said once we make this turn Claude becomes an outlet for the valley. It will take some of the burden off of Lava Flow Drive and provide a direct outlet up to Santa Clara Drive.

Motion to Approve the RFP selection in the sum of \$44,340 to Rosenberg Associates for the design of Vineyard Drive.

Motion by Ben Shakespeare, seconded by Leina Mathis.

Voting Aye: Leina Mathis, Ben Shakespeare, Wendell Gubler and Denny Drake.

Voting Nay: None.

Motion Carried.

3. Consider Awarding the Rap Tax Funds to the Arts. Presented by Brock Jacobsen, City Manager.

- Brock Jacobsen said for the Rap Tax this year for ending FY2021 we collected just over \$133,000 and based on the Councils' direction when Rap Tax was first enacted the Council chose to put 20% of that to the Arts and the other 80% to Parks and Recreation. Of that \$133,000 that leaves us just over \$26,000 to award in Rap Tax funds. He said we received four applications. Two of those are City applications. He said he will discuss the two that are not City applications first. The first one comes from Susie Nelson with the Historical Society. She has applied about every year that we have had the Rap Tax. She is asking for \$2,500 to continue on with Swiss historical events. She brings students here to the museum and does puppet making and other Swiss heritage things. The other application is from Heidi Lee with Shakespeare in the Park. She has applied the last couple of years. She is asking for \$13,750. We have previously given them \$10,000. Their event is a great event, and they do a tremendous job. It brings people here to the downtown. It is a great addition event. He said the two applications from the city come from the Parks Department. Sherelle Pontarelli submitted the application from the Parks Department for Arbor Day for \$4,000 with the events at Gubler Park. The event ranges from kites to trees and popcorn and hot dogs. This will help reduce some of the cost there by using the Rap Tax to help fund that event. The other application from Parks from Sherelle is for \$10,800 is to increase the banners along Santa Clara Drive. We want to create banners for the different seasons and change them out, so we want to increase

the number of banners we have and bring those seasons in. This would be for 60 new banners. With all of the applications it comes to \$31,050 in Rap Tax applications and we have \$26,715 to award so he said his recommendation is to fund the Historical Society fully at \$2,500, the Shakespeare in the Park for the full \$13,750, the Arbor Day event for \$4,000 and reduce the Parks banners by \$4,000 to get it within the amount we have eligible to award.

- Mayor Rosenberg asked Sherelle how much the banners cost.
- Sherelle Pontarelli said they are \$60 each. She said it would be nice to change them out for the seasons, so we have some for Christmas and for Fall.
- Mayor Rosenberg asked if there is any money in the Swiss Days budget to buy a few banners. He said we could probably find some other sources to supplement banners. He would like to see the banners go all the way to the top of the hill.
- Ben Shakespeare asked about the Arbor Day funding. In the past have we funded that from the other side of Rap Tax that went to the Parks?
- Brock Jacobsen said in previous years we have had excess of the 20% because we haven't had the applications. Also, Shakespeare in the Park's number increased as their event has increased in size.
- Brad Hays, Parks & Trails Director, said that Sherelle and her entire family put everything together for the Arbor Day event, so her family has been a big supplement to make that a success. He said we would like the city to take a little more responsibility for that and not have Sherelle's family do all the preparation.
- Leina Mathis asked if the banners could be made somewhere else.
- Brock Jacobsen said yes. The amount for the banners would be \$6,500. We could do that.
- Mayor Rosenberg said we could probably go out and get some sponsors. He said he would like to see some BMX banners and some of the other events we have in town.
- Brock Jacobsen said that Iron Man wants to put some banners up so we will have some of those up in September in support of that.
- Denny Drake said his concern about that is that is during Swiss Days. Will it be in competition with Swiss Days and having the flags for Swiss Days up on those same poles? He said he supports Iron Man but he doesn't want to take Swiss Days and put it in the back seat.
- Mayor Rosenberg said we have the ability to locate where those banners go so, we can push them out to the edges and keep them away from the downtown.

Motion to Approve Awarding the Rap Tax Funds to the Arts as presented by Staff with \$2,500 to Susie Nelson/The Historical Society, \$13,750 to Heidi Lee/Shakespeare in the Park, \$4,000 to Santa Clara City for Arbor Day and \$6,465 to Santa Clara City for Street Banners for a total of \$26,715.

Motion by Denny Drake, seconded by Wendell Gubler.

Voting Aye: Denny Drake, Ben Shakespeare, Wendell Gubler and Leina Mathis.

Voting Nay: None.

Motion Carried.

4. Consider approval for purchase of a 4th Generator. Presented by Gary Hall, Power Director.

- Gary Hall said he is seeking approval for a purchase of the 4th generator that was

discussed last week at the City Council Work Meeting. He said Council had a few questions and he will try to answer those questions. Ben Shakespeare asked about the cost of the equipment in our strike price to run. He said that is not included in the strike price because the generator is an asset to the city such as a power pole or a power line is. It is not feasible to include the cost in our run time. He showed the Council a slide that shows the different percentages. He said we only run our generators for peaking during the summer. We have had our generators for 15 years and we only have 5,550 hours on them. That comes out to about a 4% utilization. The cost increases the less you run them if your figure in your capital. He also showed the Council the average gas costs. It is usually around \$2-\$3 and that is what we figure our strike price on.

- Ben Shakespeare said if we are only utilizing 4% are we only picking up the difference of the peak.

- Gary Hall said yes. He explained the times we are using them.

- Denny Drake said one of the reasons we are doing this is if the power goes down and the supply is gone, we have the ability to run parts of the city periodically with the generators. It is not just a peak-loading situation. This gives us some redundancy in our power supply that gives us an opportunity to keep the city up and running.

- Gary Hall said with this addition of this 4th generator that would give us the ability to keep a larger portion of the city on during a blackout situation. He said last week the mayor asked about the impact fee study. He said we got a portion of that sent to us. The Council had the question of why with an extra \$2.5 million for another generator why that would not affect our rate increase. He asked Mark Beauchamp to explain that.

- Mark Beauchamp, Zions Bank, said they recently completed a Cost-of-Service study, and they completed a rate track and set the rate track at 2.5%. He stated that the Electric Department is relatively financially stable from the standpoint that your debt-to-equity ratio is very strong at about 35% leveraged in debt. Your debt coverage ratio is also very strong. Originally, they set the rate track at 2.5% and were requested to look at the purchase of an additional generator for about \$2.5 million that would be financed by debt. He said we have adequate capacity as far as our debt-to-equity ratio to absorb that debt and we have adequate debt coverage ratio to also absorb that debt so as a result it did not change the recommended rate track. As part of the analysis, they did not look at the potential savings that an additional generator could incur. If there was no additional savings at all from that it is possible that at some point in the future, it could have a small negative impact on rates but over the next five years it doesn't appear to have any impact. The current revenues that they are charging could easily absorb that additional debt service on that generator without causing a rate increase.

- Mayor Rosenberg asked Mark if we are projecting a 2.5% rate adjustment the next 3 years after this year.

- Mark Beauchamp said that is correct. He said originally before this generator came up, they were recommending at that time a 2.5% adjustment. He said they just completed the study and haven't had an opportunity to talk to Council yet. He said when they added in the 4th generator with corresponding debt service it didn't cause any need to adjust the rate track. But they are looking at 2.5% increases in electric rates over the next three years.

- Ben Shakespeare asked where the rate will be in three years.

- Brock Jacobsen said he doesn't have a hard copy of what those will be. The 2.5% is on the usage rates. The base rate will stay at \$20.

- Mark Beauchamp said that is correct. The 2.5% is primarily on usage rates. The

customer charges look like they are in really good shape. The plan is sometime in the near future they will come to the City Council with three things for the Council to review. One is the financial projection. The other thing is a cost-of-service study that looks at how much it costs to provide service to each rate class compared to the projected revenues for each class and that tells how much each rate class increase or decrease is needed for that class to meet the cost-of-service requirement. Then they do a rate design where they adjust the rates slowly, so they don't cause adverse substantial rate impacts to customers but to slowly move the rate components closer to cost of service as well as the customer classes. He said they will review these will Council within the next month.

- Jack Taylor said that one of the things that is really interesting as we look at this study if we would have taken these recommendations five or six years ago when we did the first study and just did a 1% and kept it going, we wouldn't have had to go with the 2.5% now. He said he is wondering if it wouldn't be wise for the Council after we have this 2.5% increase to go back to 1% each year and then have this study done every 5 or 6 years to make sure we are still on track and if it needs to be reduced it can be reduced. It would be a lot less stressful on the Council and the residents.

- Mayor Rosenberg said that is a good idea. We have talked about doing that. The small annual increase is a good way to look at it over time.

- Ben Shakespeare said if we are purchasing power at an equal rate that we can produce it why not just run our generators more and use that revenue instead of going out on the open market and purchasing it to generate more revenue within the city.

- Gary Hall said we can. A lot of it is to save the hours on the equipment. It is operations and maintenance on the machines that we would run into. It all depends on gas prices and what is market doing.

- Jack Taylor said the reason we haven't run them over the last few years is because the market has been so cheap. It hasn't really been close. There is nothing being built right now and there is no coal and no generation to cover all this new load in all our growth. You will see these numbers go up higher and higher and the generators are going to run more especially for peak times but maybe even some for base load. They will be wonderful for emergency also. In some cases, the generators might even be able to carry the whole City.

- Brock Jacobsen said they are running more now, and they will be used more than they have with our growth. We are going to need them more.

- Gary Hall said as far as the redundancy with the peak we only have two generators and both of them have been off and on running the last couple of weeks for maintenance issues.

- Denny Drake said the debt service we are going to incur in purchasing the 4th generator really is not going to increase rates nor does it affect our bonding. He asked Mark if that is correct.

- Mark Beauchamp said that is correct. The reason is the debt coverage ratio is very strong. He said the City has a relatively low debt utility and even though there needs to be some rate adjustment to keep the utility financially stable that small amount of debt relative to the assets of the utility has a really minor impact and the potential savings to the utility so you will see savings with that additional generator and in the short term it is not going to have any impact. In the long term it is possible that none of those savings occur then you might have a small rate adjustment. The purchase of a generator is like an insurance policy because you protect yourself against bad things happening in the market and you protect the community in the standpoint of reliability. He said with the advent of

renewable generation related to solar that is an intermittent resource. There is a lot of benefits that the customers would see.

- Ben Shakespeare asked if we are committing to that rate increase as part of the bond or is that just a projected rate increase.
- Gary Hall said this rate increase would go into effect without the purchase of the generator anyway.
- Brock Jacobsen said the 2.5% increase is what they would recommend anyway.
- Ben Shakespeare said that is a 2.5% increase over three years so it would be 7.5% over the three years.
- Denny Drake said if you are talking about a home of \$150 that would be \$3.75 a month after the three years.
- Ben Shakespeare said the 2.5% is per year.
- Mayor Rosenberg said part of the reason it is so high is because of the number of years we didn't increase it. We didn't increase it for the last three years. That 2.5% doesn't have to do with the generator it is just catching up. The market varies. For the most part it has been fairly stable as far as the gas prices.
- Jack Taylor said that California has been low, and we had the advantage of that, so the market was cheaper. But we are going to see higher prices now and that is what we are seeing today.
- Leina Mathis said if we look at rolling it into the current debt obligation and not extending the amortization for the extra interest expense can we support a half a million dollars a year in debt payments with the existing operating income.
- Brock Jacobsen said yeah based on our current base rate it brings in just under \$700,000 annually. If it wouldn't, then with this rate analysis that Mark does, then we would be doing a rate adjustment higher to be able to handle that.
- Leina Mathis asked if the current income does not include the 2.5% that we are looking for anyway so that would be absorbed into that.
- Brock Jacobsen said yes.
- Jack Taylor said you are also getting some from your impact fees to pay for them as long as you continue to have growth.
- Leina Mathis asked if those impact fees are sitting available ready to go.
- Brock Jacobsen said yes, we have impact fees ready. He said with the third generator we split it half bonding and half impact fees because we also know we have major projects in the South Hills that we are going to have to pay for as well, so we held some impact fees aside for that project.
- Mayor Rosenberg said that will create more redundancy for the system too. Right now, we are still dependent on a couple of dead-end lines. The generators would really help. It could keep emergency services going, Harmon's going, and there could be rolling blackouts where we would have power going once in a while.
- Brock Jacobsen said we are looking for a motion tonight. There is a timeframe if we want to get the current pricing, we have to let them know by tomorrow.
- Leina Mathis asked how that works with the bond that we have already initiated on the 3rd generator.
- Brock Jacobsen said we would go out and create a new bond and then we will bring Mark Anderson and get with him on the numbers and see the best scenario on the best way to bond. We are not going to have to actually pay for the machine for a while. We have 60-90 days to go through the bonding process.
- Shane Minor, Wheeler Machinery, said they like the idea of finishing up the project and

allowing the city to be pleased with the project before the city pays for it. He said they hope to have this project finished up before the run season next year and then they would hope for payment sometime around May when the project is finished up.

- Brock Jacobsen said the only thing that would trigger a rush on getting a bond done would be rates.

- Denny Drake said the other good thing is we have an air quality permit in the process that we can just add this to it rather than start a new process.

- Gary Hall said he got word today that the air quality permit should hopefully be done next week.

Motion to Approve the purchase of a 4th Generator as presented based on the idea of redundancy for the city in case of outages and at the same time for peak to offset costs.

Motion by Denny Drake, seconded by Wendell Gubler.

Voting Aye: Leina Mathis, Denny Drake, Wendell Gubler and Ben Shakespeare.

Voting Nay: None.

Motion Carried.

- Ben Shakespeare said we have some big bonding projects coming up. He supports the purchase of the generator, but we have a major street project that is probably going to require a bond and we have a fire station that is going to require a bond. That is his only reservation. He said he hopes we can recoup more of that cost. That is a big expense for a city of our size. The power has only gone out once in 3 years.

- Brock Jacobsen said he agrees we have some potential projects out there to bond. The projects that Ben just brought up would be in the General Fund, which is completely separate of looking at revenue-wise to the power. Those funds aren't co-mingled and can't be so when we go to look at those this won't even be factored in of our bonding capacity. This won't affect what we can do on the other side.

- Ben Shakespeare said he understands that. The gap of cost of living is stretching in every department. He is concerned.

- Jack Taylor said one other thing is the city could ask UAMPS to bond for the generator and it wouldn't have to be on the city's books.

- Ben Shakespeare said it is not on the books, but it is still a payment we are making to UAMPS. He said he supports this and recognizes where power is going.

- Gary Hall said it just looks like power costs are going to keep rising.

- Ben Shakespeare said at the end of the day the person it hurts the worst is those who can't afford it anyway so that is his big concern. It seems like a little, but it is a lot.

5. UAMPS update on the Carbon Free Power Project (CFPP). Presented by Gary Hall, Power Director.

- Doug Hunter, UAMPS, said the way the power sales contracts are set up the participants have off ramps, and they are triggered by a change in the budget and plan of finance. The project management committee last month approved a new budget plan of finance that would take us through January of 2024 which is a significant date because this project would put us right on the cusp of applying to the Nuclear Regulatory Commission for our combined construction and operating license agreement. There will also be a Class 2 Engineering estimate, which is just one step away from going to bed. They have signed three key contracts, which de-risked this project. That has been the

objective of UAMPS to de-risk this project through the development phase. The first contract is the Department of Energy Cost Award. That is a little less than \$1.4 billion over a 9-year period but is heavily front-loaded. Almost all the money comes in the first 4 years. That means the cost that UAMPS has to show will be significantly reduced. The second agreement that they signed is called the Development Cost Reimbursement Agreement and that is between UAMPS and NuScale the vendor for the reactors. The key concept within this agreement is the economic competitive test. One of the problems UAMPS believes is that in past projects there have been runaway costs and they don't want to shoulder that risk at all. It has been a long effort to get this done to satisfaction, but it has been worth the patience, and they now have it. This means through this next phase if they were to exceed \$58 a megawatt hour at the Antelope Substation, where that pricing is at in 2020 dollars, NuScale would have to reimburse us 100% of our costs that we have outlaid. He said that coupled with the Department of Energy grant at this phase we are looking at about \$300 million that we will be expending through January of 2024. That is UAMPS share, or net development costs would be \$67 million of that. He talked about the levelized cost of energy model which is an average cost over 40 years, which includes everything, and nothing is left out. It has operation costs, debt, decommissioning and they have a complete work schedule and list of items. If we decide to cancel the project because the cost is greater than \$58 per megawatt hour that we can put the project to NuScale, and they have to reimburse us. The third agreement is the Engineering Procurement Construction Development agreement. He said they are really trying to work it to as close to a fixed cost contract with Fluor Corporation out of Dallas, Texas as the contractor. They don't know enough information to provide that type of risk to us at this point in time so that is why there is the development agreement coupled with the DCRA so that we can get the additional engineering on the balance of plant. He said they believe the estimates are pretty good on the modules themselves, but the balance of plant hasn't been fully brought into the Class 4 engineering level estimate right now. If we keep on with the agreement, we go on to the development agreement.

- Ben Shakespeare asked about the \$58 per megawatt hour number. What are they anticipating the increase will be in that number?

- Doug Hunter said that number is capped. That number won't increase. There is an exception. If UAMPS makes a change order, then they have the right to renegotiate that number with us. But any changes on their side or any reduction in the Department of Energy grant or any increase in interest rates that number does not change.

- Ben Shakespeare said so when this comes online in 2029 the \$58 per megawatt hour won't increase.

- Doug Hunter said that is 2020 dollars. There is an inflation rate that is set in there right now and it is 2.5%. The inflation rate in the model is for model purposes. We will get actual estimates coming in of the cost and it is not just a model at that time. He said he looks at the inflation rate like a contingency. He said there have been some significant movements on the project. The largest one is the 77 ft tall module started off at 50 megawatts electric based on an average heat content of about 160 megawatts thermal per module. Since Fluor Engineering has been going on and they have a better handle on this without changing the module they can run it up to a higher heat level up to 250 megawatts thermal and at that level we can get 77 megawatts out of each module. That is going to go through a licensing and that is called Standard Design Application and that is ready to go. He said they are not hearing any concerns out of the NRC of operating at a full 77 megawatts. He said they are also going to look at reducing control room

operators. They wanted a reactor crew/operator crew for every module. The NRC is now convinced that we only have to have one regular crew cycling for up to 12 modules. That has to be licensed and that is going to be in the standards application. We don't stand any risk on that licensing coming through. They were looking at 12 modules but that is too much of what we have interest in, so we looked at a smaller configuration and that also is going to be in the design application. We can go down to 2 now. They come in 2's. He said that 6 seems to be the proper amount for us right now. He said they believe they will have full subscription by the end of the year. He said in terms of interest they have way more interest now than we have kilowatts so we may go back to 8. That is what has caused the \$58 to go from \$55. The cost came down 20% but the output of the facility came down 25%. That allowed 100% subscription very quickly. They are staying on schedule for online date of 2029 to come on. He said they might be ahead of that. By going to a smaller build, we are actually looking at possibly only 2 years of field construction on that. Right now, it is 3 years set into this schedule. The way the levelized cost model is working right now is that we are coming in at about just over \$56.

- Denny Drake asked that when NuScale upgraded the electrical output from 60 to 77 why did you want to go back instead of having what you wanted to size down to a 6.
- Doug Hunter said that is based on subscription. He said they are close to 600 megawatts of interest. He doesn't know if all of that is going to show up. He said they have really defined risk in detail. He said he doesn't want to increase subscription risk to us. That is a risk that would cause us to potentially cancel for convenience. We would not get any reimbursement if we did that. There will be other deployments down the road. This is a start. The Department of Energy is supporting this heavily because they want this to be successful.
- Denny Drake asked if the module is maxed at 77. He asked if what Doug is talking about is a reduction in size.
- Doug Hunter said it is the number of modules. It is a much smaller building. It is a steel box, underground and filled with water. It is not a containment vessel. It can't be expanded. We could put another deployment up there. We have 1,000 acres or there could be one at one of the coal plants that have shut down. He said these things are so safe and only take 35 acres. He said they believe that may be the next deployment. He said by getting smaller this does de-risk this project. It reduces cost and construction time.
- Ben Shakespeare asked if the change in the Administration done anything on the permitting or are things still moving along as expected.
- Doug Hunter said yes. There has been no fall off of support. There has been incredible support from both sides of the aisle. The Federal government wants to get back in that nuclear leadership role. Everyone is thanking them for being willing to move on this.
- Ben Shakespeare asked if Doug anticipates that that development cost be less.
- Doug Hunter explained how the development costs can come down. He explained that the participants don't have to pay anything. This is all being capitalized. The money is being borrowed and once it goes commercial and starts producing kilowatt hours you start paying for kilowatt hours. That is set for 40 years. It is a 40 year anticipated bond life. He said they are working with the Department of Energy Loan Program Office, and this will allow to tap into funds that have already been set aside and appropriated by Congress and guarantee the rate which will give a better rating in the bond market for 70% of the cost or get a direct loan at Treasury rates. That is another huge de-risker. That is in the process of being applied for right now. He said there are 28 power sales

contracts signed. There are a number of letters of interest with a number of utilities that would develop into these. He said the biggest one is Grant County Public Utility District in Washington State for 150 megawatts. They are looking at undivided ownership. They are not going to be a member of UAMPS. That means they pick up their own costs and get their own money. It is a de-risker for us to have them come in. UAMPS went to Western Power Administration and said they will step into that exchange of the Salt River Project out of Phoenix and use the carbon free power project. They have agreed to a limit of 100 megawatts right now. They were just contacted by a large utility in the Western United States for 150-megawatt request. They have their letter of intent going through legal right now. The power sales participants are in charge of the project and are the first movers and there is a first movers discount associated with this. It is based on the production tax credits so there is an anchor. The 28 participants are going to see that first movers discount and the others will not. They have at least 30-50 megawatts of increased requests coming out of the current participants. Santa Clara doesn't have to worry that they will get pushed aside.

- Leina Mathis asked if there is a hard date where they have to go to a full contract, so we don't exceed the 462 that is actually going to be constructed.

- Doug Hunter said they have not put a hard date to it because people are moving quickly so as they start to approach that then they will start to cut them off. They are not obligated under these letters of interest.

- Leina Mathis asked if they would consider going to an 8 module as these numbers continue to increase. At what point is there a drop-dead date where you have to start construction of the building.

- Doug Hunter said that isn't going to be started until 2025 but the engineering is going through right now. He said they are drilling holes in the ground right now. They have to tell the NRC everything that is under the project. They want to know every bit of soil, data, everything. They have deployed drillers right now to start drilling boreholes and once that pad is drilled for that is going to determine the size of that building. He said they are hoping to have this done this Fall. He said they will be set at that time.

- Mayor Rosenberg asked if any of the UAMPS members that fell out have come back in.

- Doug Hunter said yes. He said he tells people, "If not this, what?" He said power prices and shortages are happening and this is a reality. He said they are starting to see an inverted price curve. The worst part of this curve is that power at 2 a.m. will be more expensive than power at 2 p.m. and this is due to solar. He said this is a very serious situation. He said with all the coal plants that we have lost so far; we are going to see three times that much over the next five or ten years come off. This is a huge problem. Last August California ran out of power. They had to do blackouts in the state. Power prices are really climbing. He said it is wise for Santa Clara to put in another generator. He said he is nervous about the future but there is planning going on such as solar and wind projects, and they are going to continue to bring on resources. He said if participants are seriously thinking of getting more capacity they should seriously start thinking about it right now and not wait down the road.

- Gary Hall said we have discussed increasing our subscription by 3 so we have a total of 6 but Council may even think of going up to 8. He asked when Doug Hunter suggests we should up our subscription.

- Doug Hunter said there will be a major discussion next week at the project convention so Gary will be there, and they will go through when to do that. He said they are anticipating they will be signing that 150-megawatt development agreement so that will

take a big chunk out and that will make the other guys nervous. He said they control it, and they want to do it the proper way. He said they can discuss this next week and then it has to go through the governing bodies. He said the participants are in control of the project and no one else can get any kilowatts in it unless you let them have them. That is why we want to discuss this and how we go through the process and when we should initiate this. He said he is counseling everyone to start working with Kelton Anderson at the UAMPS office and start looking at that analysis in depth. He said for Santa Clara to stay the same you don't need to do anything. The power sales contracts require a governing body resolution only if you exit the project or reduce or increase your amount. He said there are a bunch of off ramps coming up. There is one anticipated in the Fall of 2022. The participants and the representatives want to make sure the governing bodies are up to speed on everything going through. That is why there is this report tonight. He asked Gary if Santa Clara City is staying the same tonight. You are not going to increase or decrease tonight?

- Ben Shakespeare said not tonight but it is a conversation we need to start having.

- Doug Hunter said that UAMPS has been looking at this for over 10 years now. They have been planning and trying to get this transition. This project is done right now. We still have construction. This is something we can get done. He said that UAMPS is also working on two solar projects right now. They are contractually set already. They are also looking at a waste heat project in Wyoming and also expanding a wind project.

- Mayor Rosenberg thanked Doug for coming and also thanked Jack Taylor for his participation.

- Jack Taylor said he is in support of this. He said Santa Clara needs more resource in Santa Clara, but the cost is a risk until some of the other participants start coming in. He would like to know when Grant County is going to come in. He said if someone happens to bail, we will have to pay that money back if we don't end up with enough subscription. It is a risk but there is nothing else out there. He said he thinks we can make this work, but we have to just stick with it. He will be there at the meeting next month. He suggested putting the discussion about an increase on the agenda for next month's City Council meeting. We have to have that decision by August 13.

- Brock Jacobsen said August 11 is the first Regular City Council Meeting in August.

- Mayor Rosenberg asked Brock to put that on the agenda for that meeting. We can also talk about it at the Work Meeting if we need to do that.

6. Reports:

A. Mayor / Council Reports

Ben Shakespeare:

- No meetings in July. He asked about a wreck on Santa Clara Drive.

- Mayor Rosenberg said I-15 was closed because of a fire in the gorge. A motorhome went through and fell asleep and took out the island.

- Ben Shakespeare said we should be able to get road funding because it is happening more and more that they are shutting down I-15 and we take all of that.

- Mayor Rosenberg said we are eligible for Federal money if we want to go after it, but it may cost us more than we get.

- Denny Drake said we have to get the MPO to include Pioneer Parkway and Santa Clara Drive on that part. Because we own it, they have to buy into that fact that we need

Federal funds to upgrade them because of the usage.

- Ben Shakespeare said we should go that direction. We are not tied to the Feds but instead to the State level.

- Denny Drake said it would actually be tied to the County. They are going after funding for Hwy 91. Over \$200,000 has come out of the city budget that we don't get reimbursed for.

- Ben Shakespeare asked Chief Hancey how we did with the 4th of July and the restrictions.

- Chief Hancey said the restrictions were a good thing. We were fortunate we didn't have any significant fires. There was a lot of activity in the parking area of Gubler Park.

Leina Mathis:

- She said she has an issue from the Land Use Task Force. They asked a few members to be on the Land Use Task Force, so she volunteered for that. They are looking at setting a policy for inclusionary zoning. They believe it is going to come back. They removed the language out of the Senate Bill. They are working to get prepared for that. They asked to go back to the cities to see if we would be willing to adopt a voluntary inclusion zoning policy and what State level incentives would make adopting one more appealing. She asked the Council to think about it and at the next meeting we need to decide if we are interested in this, and she can send a response back. She said inclusionary zoning states that as part of our new construction a share of that would be required to be affordable low to moderate income housing.

- Mayor Rosenberg said it would have to meet the AMI threshold. He said they talked about this back in 2000. This is what happens if the market doesn't satisfy the need. This is the government making sure it satisfies the need.

- Leina Mathis said that is exactly what will happen. They will force the cities to put in inclusionary zoning. That is why the League is trying to hedge it off at the front.

- The Heritage Commission is meeting the first week of August and there are some members whose terms are expiring, and we will probably ask the mayor to make some appointments.

- We are approved for the city swim day at the SHAC on August 11.

Denny Drake:

- We are still looking for Volunteer of the Year for Swiss Days.

- Mayor Rosenberg said he thinks it has been decided. He said he thinks it is Tony Kuhlmann for the work that he does on the Veterans Wreaths Across American program, which he organized and funded. He agrees with this choice for all the work he does.

- Denny Drake said he and Brad Hays met with the BLM on the shooting sports park and we are moving forward with the County to try and find out what their participation level is. He said it is not going to be a quick process. It is going to be a little bit of time because of the tortoise in the area it is going to require taking it to the Fish & Wildlife again rather than just the BLM, so we are probably going to have to deal with some mitigation and things like that.

- He met with the County's emergency preparedness and Jason Whipple on the costs that we are incurring in supplying the western side of the County and he was going to take it to the State, and he asked Chief Hancey if he would get with Jason and go over things so that he understands it more fully.

Wendell Gubler:

- Nothing to report.

Mayor Rosenberg:

- He met with Senator Lee at the end of June. They talked a lot about the Lake Powell Pipeline and trying to get support on that. They also talked about the new guidelines on the Colorado River. They talked about broadband and some fiber issues and some of the Treasury Department's moves to standards for reliable Internet that are being talked about. He has a bill now that is gaining support called the un-shack-a-lacked. It is about reforming the NEPA process so that it is a little bit easier for projects to get through a NEPA process.
- All the Mayors and the Water District got together and are trying to address the landscape ordinance and the conservation ordinance as a group so one ordinance fits all the metro area so there wouldn't be different requirements for a landscaper in one city then another and try and get them all on the same page. They are hoping to get something this Fall. There is going to be some incentives to replace turf and high-water use plants and they are going to use the excessive use charges to help fund some of that. He said they will be getting back together, and these meetings will be ongoing.
- There was a meeting with UAA with Washington City, St. George, Santa Clara, and Ivins. They want to do this together. They think we are going to get more power as a group so that process is still moving forward. They mentioned something about new franchise agreement negotiations with TDS.
- Brock Jacobsen said he is not aware of that, but he will look into it.
- Mayor Rosenberg said they want to address that as a unified group too.
- The Mayor's Association met and got updated on COVID. COVID cases are up. The target of the disease right now is middle-aged non-vaccinated people. That is where most of the sickness and most of the cases are. Roughly 3-5% of the cases in Washington County are the Delta variant. The good news is 90% of people over 60 have been vaccinated. So, a lot of the extreme high-risk groups have been vaccinated. The middle-aged groups are the ones getting sick and showing up in the hospital and the younger people, so they are still encouraging people to get vaccinated. The opening of school is going to be normal and there won't be a test to play on the sports or test to stay requirement. School starts on August 12. They are really going to push "If you are sick stay home" but there is no mask requirement.
- The National Day of Service is on September 11. The Inter-Faith group is wanting to get as many people out cleaning up our community as we can on that day from 7 a.m. to 9 a.m. Marc Mortensen is taking charge on that and working with the Church of Jesus Christ of Latter-day Saints. They want to organize the people by Stakes. They are hoping to get 5,000-8,000 people out doing community clean up. They will be doing roadside clean up and river clean up and if we have work areas. They may need some community assistance in establishing waste areas and people to haul it to the landfill. We will get more information that way.
- Brock Jacobsen said he spoke with the Stake President in Santa Clara Heights a couple of weeks ago and talked about some projects and gave Brad his information. Brad usually has a list of projects.
- Mayor Rosenberg asked Brock to also reach out to President Nadauld.
- Jim Ence has accepted the position at the orchard. He will oversee that committee. He will be reaching out to Brad.

- The organizers from Iron Man are asking for translators so if the Council knows anybody with language skills, they really need translators for that event.
- June 2021 was the busiest month ever in Zion National Park with over 670,000 visitors just in the month of June. There is a lot of pressure on that park.
- The County is using all of its American Rescue Funds for water development.
- The County wants all the communities to get together and set a standard wage for police officers.
- Brock Jacobsen said if they really wanted to go that route, they would do a unified County service.

Brock Jacobsen:

- We hired a journey lineman. His name is Dan Callahan. He did his apprenticeship with us and then got hired at Washington City. He accepted and will start on August 23. He knows the system and he knows the Veyo Plant. He will be a great benefit. We are also looking for another lineman or an apprentice.
- We also interviewed for a City Planner/Economic Development today. There were two candidates. The one we interviewed today was fabulous, so we extended an offer to him. He will let us know tomorrow morning if he accepts or not.
- Mayor Rosenberg said if he accepts it will be a great benefit to Santa Clara.

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 7:16 p.m.

Chris Shelley – City Recorder

Date Approved: _____

**City of Santa Clara
Check Register
Checking 1889 - 07/21/2021 to 07/21/2021**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
BROOKS, JASON & CASSANDR	69218	Refund: 18491	07/19/2021	07/21/2021	51.87	Refund: 18491 - BROOKS, JASON & CASSA	531311-000 - ACCOUNTS RECEIV
					\$51.87		
CITY OF ST GEORGE-IMPACT	69219	APR-JUN 21	06/30/2021	07/21/2021	106,403.00	SEWER IMPACT FEES APR-JUN 2021	522411-000 - SEWER IMPACT - ST
					\$106,403.00		
COMPUTECH CONSULTING	69220	20429	07/01/2021	07/21/2021	9,356.27	INV#20429-DELL POWER EDGE R640 SERV	104130-740 - CAPITAL EQUIPMEN
COMPUTECH CONSULTING	69220	20517	07/19/2021	07/21/2021	5,125.00	Standard Management Suite Plus Remote up	104130-310 - DATA PROCESSING
COMPUTECH CONSULTING	69220	20635	07/16/2021	07/21/2021	4,456.90	INV#20635-DELL LAT 9420 NOTEBOOK, MO	104130-740 - CAPITAL EQUIPMEN
COMPUTECH CONSULTING	69220	20636	07/16/2021	07/21/2021	140.00	INV#20636-HPE 1420-16G SWITHCH-16 PO	104130-310 - DATA PROCESSING
COMPUTECH CONSULTING	69220	20640	07/19/2021	07/21/2021	16,032.91	INV#20640-SOPHOS CENTRAL INTERCEPT	104130-310 - DATA PROCESSING
					\$35,111.08		
					\$35,111.08		
JOY MILES	69221	72021-JM	07/20/2021	07/21/2021	79.62	COURT INTERPRETER 07-20-21 CASE 215	104120-330 - LEGAL SERVICES
					\$79.62		
MARY JO HAFEN	69222	336480	07/01/2021	07/21/2021	90.00	BANQUET ROOM Coordinator June 2021	104510-487 - BANQUET ROOM - T
					\$90.00		
MOUNTAIN LOAN CENTERS, IN	69223	071421	07/15/2021	07/21/2021	88.97	C STRATTON CASE # 139404996	102595-000 - GARNISMENTS PAY
					\$88.97		
NEW SANTA CLARA FIELD CANA	69224	1139	07/07/2021	07/21/2021	2,300.00	INV#1139-MAINTENEANCE ASSESSMENT 2	515110-751 - IRRIGATION SYSTE
					\$2,300.00		
PCF, INC.	69225	103471	07/16/2021	07/21/2021	38.29	FIRE DEPT-XEROX/C8055 Inv 103471	104230-240 - OFFICE SUPPLIES
					\$38.29		
STATE OF UTAH / BLDG	69226	APR-JUN 21	06/30/2021	07/21/2021	1,201.15	BUILDING SURCHARGE APR-JUN 2021	104240-940 - INTERGOVT CHARG
					\$1,201.15		
SUNRISE ENGINEERING, INC.	69227	116483	03/31/2021	07/21/2021	345.00	INV#116483-QUENCH IT CENTER GRADING	104240-370 - PROFESSIONAL SE
SUNRISE ENGINEERING, INC.	69227	116746	04/09/2021	07/21/2021	222.75	INV#116746-TRC & COUNCIL ATTENDANCE	104240-370 - PROFESSIONAL SE
SUNRISE ENGINEERING, INC.	69227	117047	04/29/2021	07/21/2021	525.00	INV#117047-QUENCH IT CONSTRUCTION D	104240-370 - PROFESSIONAL SE
SUNRISE ENGINEERING, INC.	69227	117450	05/12/2021	07/21/2021	150.00	Inv#117450-ArcGIS Desktop Maintenance Re	104230-370 - PROFESSIONAL SE
SUNRISE ENGINEERING, INC.	69227	117450	05/12/2021	07/21/2021	225.00	Inv#117450-ArcGIS Desktop Maintenance Re	525210-320 - ENGINEERING SERV
SUNRISE ENGINEERING, INC.	69227	117450	05/12/2021	07/21/2021	225.00	Inv#117450-ArcGIS Desktop Maintenance Re	535310-320 - ENGINEERING SERV
SUNRISE ENGINEERING, INC.	69227	117450	05/12/2021	07/21/2021	225.00	Inv#117450-ArcGIS Desktop Maintenance Re	545410-320 - ENGINEERING SERV
SUNRISE ENGINEERING, INC.	69227	117450	05/12/2021	07/21/2021	226.00	Inv#117450-ArcGIS Desktop Maintenance Re	104410-320 - ENGINEERING SERV
SUNRISE ENGINEERING, INC.	69227	117450	05/12/2021	07/21/2021	226.00	Inv#117450-ArcGIS Desktop Maintenance Re	104510-320 - ENGINEERING SERV
SUNRISE ENGINEERING, INC.	69227	117450	05/12/2021	07/21/2021	226.00	Inv#117450-ArcGIS Desktop Maintenance Re	515110-320 - ENGINEERING SERV
SUNRISE ENGINEERING, INC.	69227	118679	07/09/2021	07/21/2021	150.00	Inv#118679-Cloud Smart GIS Annual Subsc-Fi	104230-370 - PROFESSIONAL SE
SUNRISE ENGINEERING, INC.	69227	118679	07/09/2021	07/21/2021	225.00	Inv#118679-Cloud Smart GIS Annual Subsc-Fi	104410-320 - ENGINEERING SERV
SUNRISE ENGINEERING, INC.	69227	118679	07/09/2021	07/21/2021	225.00	Inv#118679-Cloud Smart GIS Annual Subsc-Fi	104510-320 - ENGINEERING SERV
SUNRISE ENGINEERING, INC.	69227	118679	07/09/2021	07/21/2021	225.00	Inv#118679-Cloud Smart GIS Annual Subsc-Fi	515110-320 - ENGINEERING SERV
SUNRISE ENGINEERING, INC.	69227	118679	07/09/2021	07/21/2021	225.00	Inv#118679-Cloud Smart GIS Annual Subsc-Fi	525210-320 - ENGINEERING SERV

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SUNRISE ENGINEERING, INC.	69227	118679	07/09/2021	07/21/2021	225.00	Inv#118679-Cloud Smart GIS Annual Subsc-Fi	535310-320 - ENGINEERING SERV
SUNRISE ENGINEERING, INC.	69227	118679	07/09/2021	07/21/2021	225.00	Inv#118679-Cloud Smart GIS Annual Subsc-Fi	545410-320 - ENGINEERING SERV
					<u>\$4,095.75</u>		
					\$4,095.75		
TAYLOR BUILT HOMES	69228	SAC201201207	07/15/2021	07/21/2021	500.00	BLDG MAIN DEPOSIT REFUND PERMIT 20-	102570-000 - BLDG SITE MAINTEN
					<u>\$500.00</u>		
UTAH LOCAL GOVERNMENTS T	69229	1592283	07/13/2021	07/21/2021	507.27	AUTO PHYSICAL DAMAGE ENDORSEMENT	545410-510 - INSURANCE AND SU
UTAH LOCAL GOVERNMENTS T	69229	1592283	07/13/2021	07/21/2021	1,521.80	AUTO PHYSICAL DAMAGE ENDORSEMENT	104130-510 - INSURANCE AND SU
UTAH LOCAL GOVERNMENTS T	69229	1592283	07/13/2021	07/21/2021	1,521.80	AUTO PHYSICAL DAMAGE ENDORSEMENT	525210-510 - INSURANCE AND SU
UTAH LOCAL GOVERNMENTS T	69229	1592283	07/13/2021	07/21/2021	3,043.60	AUTO PHYSICAL DAMAGE ENDORSEMENT	515110-510 - INSURANCE AND SU
UTAH LOCAL GOVERNMENTS T	69229	1592283	07/13/2021	07/21/2021	3,550.86	AUTO PHYSICAL DAMAGE ENDORSEMENT	535310-510 - INSURANCE AND SU
UTAH LOCAL GOVERNMENTS T	69229	1592284	07/13/2021	07/21/2021	1,289.09	ADD AND LIFE INSURANCE PREMIUMS	102252-000 - ULGT LIFE PAYABLE
UTAH LOCAL GOVERNMENTS T	69229	1592285	07/13/2021	07/21/2021	693.00	BOND POLICY UT SAFE DRINKING WATER	515110-510 - INSURANCE AND SU
UTAH LOCAL GOVERNMENTS T	69229	1592286	07/13/2021	07/21/2021	4,923.00	ANNUAL PREMIUMS/ LIABILITY	545410-510 - INSURANCE AND SU
UTAH LOCAL GOVERNMENTS T	69229	1592286	07/13/2021	07/21/2021	7,385.00	ANNUAL PREMIUMS/ LIABILITY	104130-510 - INSURANCE AND SU
UTAH LOCAL GOVERNMENTS T	69229	1592286	07/13/2021	07/21/2021	7,385.00	ANNUAL PREMIUMS/ LIABILITY	525210-510 - INSURANCE AND SU
UTAH LOCAL GOVERNMENTS T	69229	1592286	07/13/2021	07/21/2021	12,309.00	ANNUAL PREMIUMS/ LIABILITY	515110-510 - INSURANCE AND SU
UTAH LOCAL GOVERNMENTS T	69229	1592286	07/13/2021	07/21/2021	17,232.00	ANNUAL PREMIUMS/ LIABILITY	535310-510 - INSURANCE AND SU
UTAH LOCAL GOVERNMENTS T	69229	1592287	07/13/2021	07/21/2021	2,706.50	PROPERTY POLICY	545410-510 - INSURANCE AND SU
UTAH LOCAL GOVERNMENTS T	69229	1592287	07/13/2021	07/21/2021	4,059.74	PROPERTY POLICY	104130-510 - INSURANCE AND SU
UTAH LOCAL GOVERNMENTS T	69229	1592287	07/13/2021	07/21/2021	4,059.75	PROPERTY POLICY	525210-510 - INSURANCE AND SU
UTAH LOCAL GOVERNMENTS T	69229	1592287	07/13/2021	07/21/2021	6,766.25	PROPERTY POLICY	515110-510 - INSURANCE AND SU
UTAH LOCAL GOVERNMENTS T	69229	1592287	07/13/2021	07/21/2021	9,472.74	PROPERTY POLICY	535310-510 - INSURANCE AND SU
UTAH LOCAL GOVERNMENTS T	69229	1592288	07/13/2021	07/21/2021	7,811.04	WORKERS COMP POLICY	102225-000 - WORKERS' COMPEN
					<u>\$96,237.44</u>		
					\$96,237.44		
UTAH RETIREMENT SYSTEMS	69230	PPE 7-14-21	07/21/2021	07/21/2021	337.27	MARK YOUNGBERG SHORTAGE PPE 7-14-	102230-000 - RETIREMENT PAYAB
					<u>\$337.27</u>		
UTAH, HORIZON HOMES OF	69231	Refund: 1093401	07/19/2021	07/21/2021	93.00	Refund: 1093401 - UTAH, HORIZON HOMES	531311-000 - ACCOUNTS RECEIV
					<u>\$93.00</u>		
WASHINGTON COUNTY- HCP	69232	APR-JUN 21 HC	06/30/2021	07/21/2021	29,588.00	HCP IMPACT FEES APR-JUN 2021	102260-000 - HCP IMPACT FEES -
					<u>\$29,588.00</u>		
					<u>\$276,215.44</u>		

City of Santa Clara
Check Register
Checking 1889 - 07/22/2021 to 07/22/2021

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
HAM Productions, Inc.	69235	72221-RAP TAX	07/22/2021	07/22/2021	13,750.00	RAP TAX AWARD FY 2021-2022-SHAKESPE	104652-416 - RAP Tax
SUSANNAH NILSSON	69234	72221-RAP TAX	07/22/2021	07/22/2021	2,500.00	RAP TAX FOR HIST SOC PROGRAMS 2021/	104652-416 - RAP Tax
					<u>\$16,250.00</u>		
					\$16,250.00		

City Council agenda report for 7/28/21; Preliminary plat for The Vineyard subdivision phase 11, generally located north of the Santa Clara River and east of Vineyard Drive. Kent Frei, applicant

Zone: Residential Agricultural (RA) half acre minimum lot size

Acres: 15.03 acres

Applicant: Kent Frei

Project Engineer: Rosenberg Associates, Allen Hall, PE representing

of lots: 20 lots

Project: The applicant proposes 20 single family lots ranging in size from half-acre to approximately $\frac{3}{4}$ acres. The lots will be located along new public streets; the extension of Claude Drive and a new cul-de-sac street. All of the proposed lots are outside the 100 year Floodway. A 6' tall privacy wall is proposed along Vineyard Drive frontage with a 10' wide planter strip on the street side of the wall. Lots will not have access off of Vineyard but will back against Vineyard Drive. Lot #5 is proposed as a flag lot with a 25' wide stem per code requirement.

Project Density: The proposed project density for the total 15 acres is 1.3 lots / acre (20 lots divided by 15 acres).

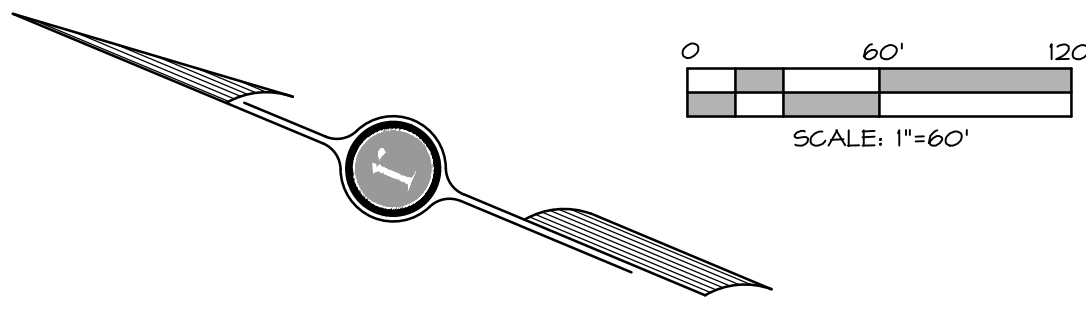
The proposed subdivision meets the standards of the RA zone, and the main issues deal with access to Santa Clara River for emergency purposes, the extension of utility lines, trail easements, and storm drainage plans. Regarding these issues, the applicant has agreed to the following;

1. dedicate an access easement to the river to the city,
2. provide rip rap and other erosion hazard mitigations as required by city
3. provide storm drainage as per city engineer's requirements
4. meet all other utility and street installation standards as required by city

Staff Recommendation: The preliminary plat is ready for approval based on the above commitments and preliminary plat layout.

.

PC Action: The PC recommends approval of the preliminary plat for the Vineyards phase 11 as presented, including approval of a flag lot (lot #5)



PROJECT INFORMATION

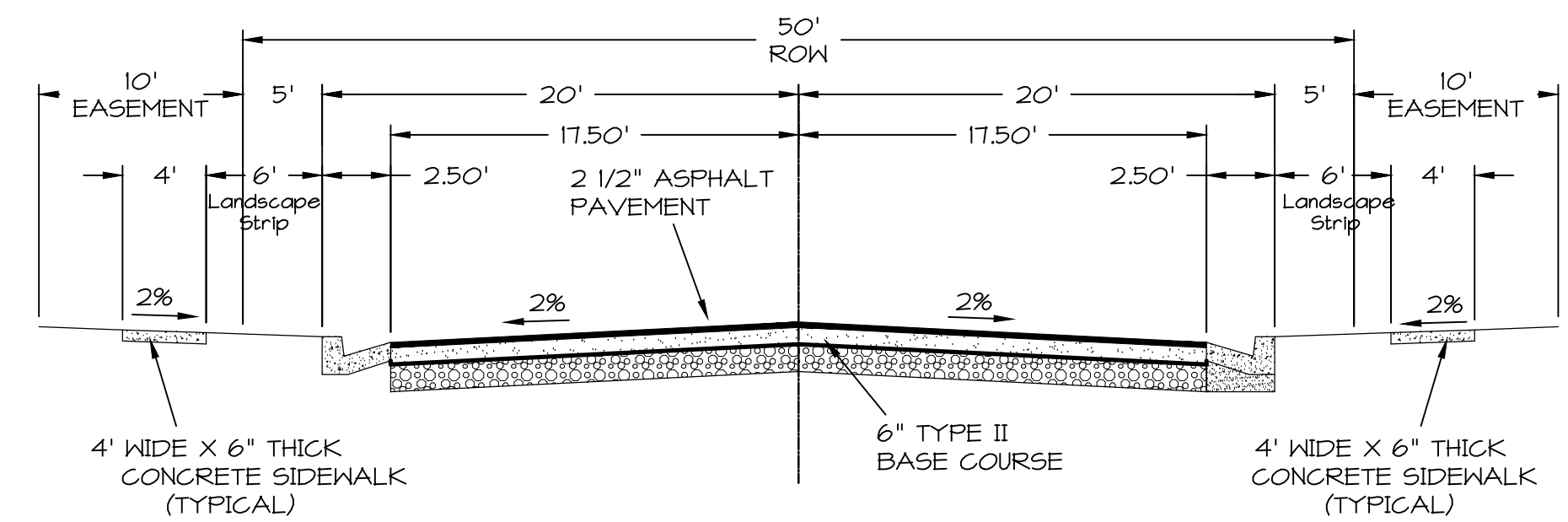
ZONING - RA	
GENERAL PLAN - VLD, OS	
TOTAL AREA	15.03 ACRES 654,102 SQ. FT.
PROJECT DENSITY	2.61 UNITS PER ACRE
PARCEL NUMBER	SC-233-A-1-A

PROJECT LOCATION

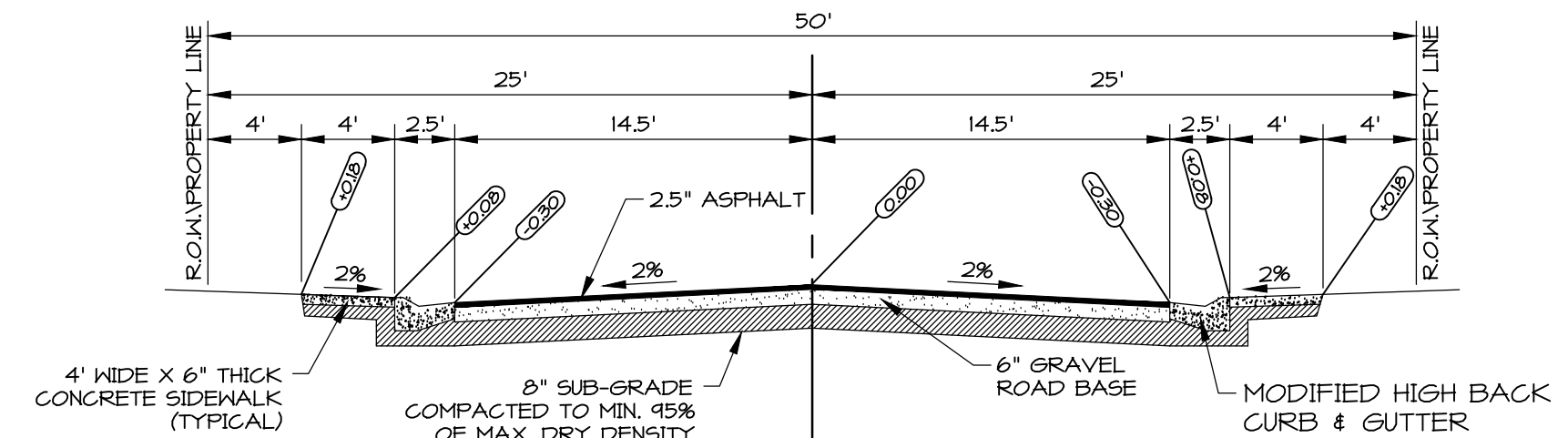


LEGEND

	= EXISTING 5' CONTOUR		= EXISTING SEWER MANHOLES
	= EXISTING 1' CONTOUR		= EXISTING PVC SEWER PIPE (SIZE NOTED)
	= PROPOSED 5' CONTOUR		= PROPOSED WATER VALVE
	= PROPOSED 1' CONTOUR		= PROPOSED WATER MAIN (SIZE NOTED)
	= LOT LINE / ROW LINE		= PROPOSED FIRE HYDRANT
	= SIDEWALK & HANDICAP RAMP PER CITY SPECS.		= PROPOSED WATER METER
	= LOT NUMBER & AREA		= EXISTING WATER VALVE
	= LOT PAD ELEVATION		= EXISTING WATER MAIN (SIZE NOTED)
	= PROPOSED PVC SEWER PIPE (SIZE NOTED)		= EXISTING FIRE HYDRANT
	= PROPOSED SEWER MANHOLE (SIZE NOTED)		= PROPOSED PVC STORM PIPE
			= PROPOSED CATCH BASIN
			= EXISTING BARB WIRE FENCE



CLAUDE DRIVE STREET SECTION
SCALE: N.T.S.



VINEYARD DRIVE CROSS SECTION
SCALE: N.T.S.

OWNER/DEVELOPER/CONTACT

THE DEVELOPER FOR THIS PROJECT IS
KENT FREI
540 EAST ST. GEORGE BLVD
ST. GEORGE, UTAH 84710
(435) 680-3040

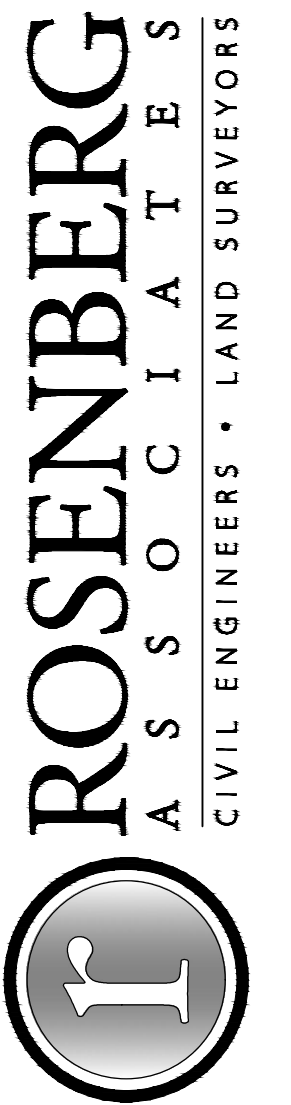
PROJECT ENGINEER

THE ENGINEER FOR THIS PROJECT IS:
ROSENBERG ASSOCIATES
CONTACT: ALLEN HALL
352 EAST RIVERSIDE DRIVE, SUITE A2
ST. GEORGE, UTAH 84710 (435) 673-8586

GEOTECHNICAL ENGINEER

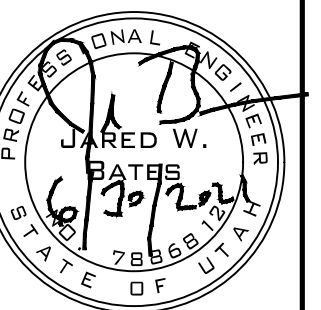
THE ENGINEER FOR THIS PROJECT IS:
AGEC, INC.
CONTACT: WAYNE ROGERS
158 WEST 1600 SOUTH
ST. GEORGE, UTAH 84710
(435) 673-6850

DATE:	6/30/21
JOB NO.:	2012-21-017
DESIGNED BY:	AMH
CHECKED BY:	
DWG:	Concept
DATE:	
REVISIONS:	



352 East Riverside Drive, Suite A-2
St. George, Utah 84710
Ph (435) 673-8586, Fx (435) 673-8397
www.racivil.com

PRELIMINARY PLAT FOR VINEYARDS PHASE XI SANTA CLARA UTAH



SHEET

1

1 OF 1 SHEETS



Residential Subdivision Preliminary Plat Application

FEE

WATER
MODELING

Major Subdivision: \$650
or Minor Subdivision: \$550
20 # of lots x \$35 per lot

Lots: 1-9	\$300	200-349	\$1,175
10-19	\$400	350-499	\$1,650
20-49	\$475	500-499	\$2,100
50-99	\$625	700-999	\$2,650
100-199	\$825	1000+	\$2,650

Filing Fee: \$ 650.00

Lot Fee: \$ 700.00

Water Modeling Fee: \$ 475.00

Total Fees: \$ 1,825.00

Proposed Subdivision Name: THE VINEYARDS PHASE XI

Applicant(s) / Property Owner(s) Information

LEGAL OWNER(S) OF SUBJECT PROPERTY: SHELBY D. & JEWELL G. FREI TRUST

MAILING ADDRESS: 290 LEGRANDE CIRCLE CITY: SANTA CLARA STATE: UT ZIP: 84765

EMAIL: _____ PHONE: _____ FAX: _____

APPLICANT: KENT FREI

(If different than owner)

MAILING ADDRESS: 590 EAST ST. GEORGE BLVD CITY: ST. GEORGE STATE: UTAH ZIP: 84770

EMAIL: kentfrei@gmail.com PHONE: 686-3090 FAX: _____

CONTACT PERSON/REPRESENTATIVE: _____

(If different than owner)

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

EMAIL: _____ PHONE: _____ FAX: _____

Property Description

STREET ADDRESS OF PROPERTY: CLAUDE DRIVE & VINEYARD DRIVE

Section(s): 22 Township(s): 42 S Range: 16 W

ASSESSOR'S PARCEL NUMBER(S): SC-233-A-1-A

Current Zoning Designation: RA

Parcel Size (acres): 15.03 Number of Lots: 20 Number of Phases: 1

Major Cross Street(s): CLAUDE DRIVE

Legal Description: _____

(Attach separate sheet if necessary)

- **Technical Review Committee (staff) – meets every Thursday at 8:30am.**
- **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.**

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

Date Plan Submitted: _____ **Date Plan Accepted:** _____

Received by: _____ **Receipt number:** _____

Amt Due: _____ **Amt Paid:** _____

The undersigned below, or as attached, is the owner(s) of the property which is the subject of this application. The undersigned does duly authorize the applicant, named within this application, to act as applicant in the pursuit of a subdividing the property.

DATE: 6/28/21 K. F. Free
PROPERTY OWNER

On this _____ day of _____, 20_____, personally appeared before me _____ and _____, the signer's of the above instrument, who duly acknowledged to me that he/she/they executed the same.

Commission Expires



Subdivision/Development Approval Checklist Santa Clara City

PRELIMINARY PLAT CHECKLIST

Project Name: THE VINEYARDS PHASE XI

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)
Y	N	N/A	A. Submittal of: 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, secondary water system, 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, Secondary water 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.
Y	N	N/A	n. Phasing Plan: a phasing plan for the subdivision if phases are proposed.
Y	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.
Y	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)
Y	N	N/A	b. Building Codes
Y	N	N/A	c. Zoning Ordinance (Title 17)
Y	N	N/A	d. City Standards
Y	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
Y	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:

REQUEST FOR ACTION

AGENDA ITEM 2

City Council

July 28, 2021



APPLICANT: Santa Clara City Storm Water Department

SUBJECT:

Consider approval of "Southern Utah Adopt A Water Way" program and documentation in partnership with the City of St. George.

BACKGROUND DESCRIPTION:

The City of Saint George has created and requested assistance in a new program called "Southern Utah Adopt A Waterway". The program is targeting our local water ways with combined effort including citizens, volunteer groups and municipalities. The goal is to enhance our local river system by smaller organized/sponsored clean-up efforts. It is very similar to the State's "Adopt a Highway" Program. Santa Clara City has joined this program to enhance and beautify the Santa Clara River/Tuacahn Wash areas within our city limits. For three sections that make up the Lava Ridge Wash, the cost for signage for all three sections is roughly \$270 (\$90 per sign installed). The only other item that really needs to be accounted for is trash bags, which is all we're providing to volunteers. We are securing them for about \$67 for a box of 50. These are the industrial ones our streets department uses. Any other cost come down to our departments labor cost and internal functions. We are looking for volunteer groups to adopt a section of river within our City. For further information on the "Southern Utah Adopt A Waterway" Program, click on the link below. <https://www.sgcity.org/adoptawaterway/>

Proposed Recommendation

Approval

Cost

N/A

Approved by Legal Department

N/A

Approved in Budget

N/A

Approved by City Finance Department

N/A

Amount

N/A

Requested By

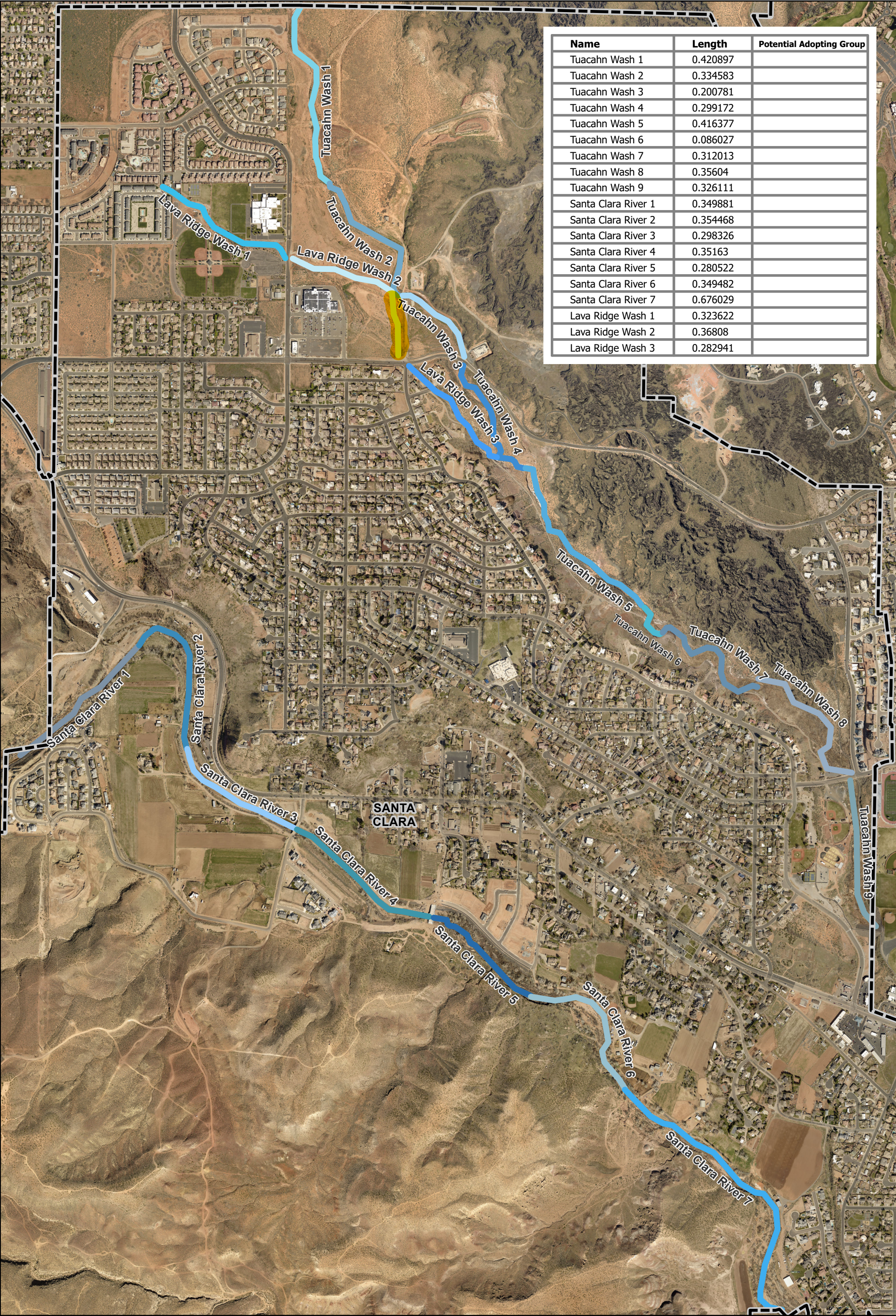
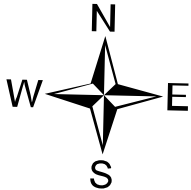
Kristelle Hill

File Upload Attachments

<https://sccity.org/wp-content/uploads/formidable/41/aawchecklist.pdf>, <https://sccity.org/wp-content/uploads/formidable/41/aawcleanupdataform1.pdf>, <https://sccity.org/wp-content/uploads/formidable/41/aawenrollmentform.pdf>, <https://sccity.org/wp-content/uploads/formidable/41/aawprogramagreement.pdf>, <https://sccity.org/wp-content/uploads/formidable/41/aawsafetyguidelines.pdf>, <https://sccity.org/wp-content/uploads/formidable/41/aawsign-insheet.pdf>, <https://sccity.org/wp-content/uploads/formidable/41/aawvolunteerriskreleaseagreement2.pdf>



ADOPT A WATERWAY



Name	Length	Potential Adopting Group
Tuacahn Wash 1	0.420897	
Tuacahn Wash 2	0.334583	
Tuacahn Wash 3	0.200781	
Tuacahn Wash 4	0.299172	
Tuacahn Wash 5	0.416377	
Tuacahn Wash 6	0.086027	
Tuacahn Wash 7	0.312013	
Tuacahn Wash 8	0.35604	
Tuacahn Wash 9	0.326111	
Santa Clara River 1	0.349881	
Santa Clara River 2	0.354468	
Santa Clara River 3	0.298326	
Santa Clara River 4	0.35163	
Santa Clara River 5	0.280522	
Santa Clara River 6	0.349482	
Santa Clara River 7	0.676029	
Lava Ridge Wash 1	0.323622	
Lava Ridge Wash 2	0.36808	
Lava Ridge Wash 3	0.282941	



Adopt A Waterway Program Checklist

- ☐ Create an Adopt A Waterway Volunteer Group (Adopting Organization)
- ☐ Choose a Designated Representative and an Alternate Contact Person for the Adopting Organization.
- ☐ Select an available site to be formally adopted at <https://www.sccity.org/transportationandengineering/adoptawaterway> and meet with the Adopt A Waterway Coordinator. Privately owned property will not be permitted to be adopted.
- ☐ Meet with the Adopt A Waterway Coordinator to discuss the following forms:
 - ☐ Program Agreement
 - ☐ Enrollment Form
 - ☐ Volunteer Risk and Release Agreement
 - ☐ Safety Guideline and sign-in sheet
 - ☐ Cleanup Data Form
- ☐ At least one week prior to the event:
 - ☐ Inform the Adopt A Waterway Coordinator in writing (or email) of the date of the intended activity.
 - ☐ Provide a signed Volunteer Risk and Release Agreement for each volunteer.
 - ☐ Collect trash bags, the Safety Guidelines and a sign-in sheet from the Adopt A Waterway Coordinator. Contact the Adopt A Waterway Coordinator for locations where trash should be placed for city pickup.
 - ☐ The city recommends each volunteer of the adopting organization wear high visibility vests, gloves, boots or sturdy shoes, pants, long sleeves, etc. **The city does not provide these items.**
- ☐ Day of the event:
 - ☐ The Designated Representative needs to conduct a safety meeting with the volunteers to review the Safety Guidelines and have all volunteers sign-in using the sign-in sheet provided by the Adopt A Waterway Coordinator.
 - ☐ The Designated Representative needs to verify that all volunteers have provided a signed Volunteer Risk and Release Agreement before they begin work.
- ☐ Within two (2) weeks following the event:
 - ☐ Submit the *Clean Up Data Form* to the Adopt A Waterway Coordinator.
 - ☐ Submit the volunteer sign-in sheet to the Adopt A Waterway Coordinator.
 - ☐ City will post the Adopt A Waterway sign at the appropriate trail or waterway location following the group's first clean-up event.



**Adopt A Waterway
Volunteer Risk and Release Agreement**

I, the undersigned, agree for myself or for my minor child/ward, that we are volunteering for _____ who has adopted a waterway under the City of Santa Clara Adopt A Waterway Program, and understand and agree, for myself and for my minor child/ward, that:

1. I/We are not a volunteer for the City of Santa Clara; and
2. The dangers and risks from participating in the activities are significant, including the potential for permanent paralysis and death, and while certain precautions may reduce that risk, the risk of serious injury does exist; and,
3. I/We are knowingly and freely assuming any and all risks, both known and unknown, even if arising from the negligence of the City or others, and assume full responsibility for my/our participation in this activity; and
4. I/We, for myself and my child/ward and on behalf of my/our heirs and assigns, hereby indemnify, release, and hold harmless the City of Santa Clara, its officers, officials, agents, employees, and representatives for any and all liabilities, losses, damages, claims, and injuries, to person or property including death, whether arising from the negligence of the City or otherwise; and
5. I/We act only as a civilian and do not function as an employee, agent volunteer, or representative of the City of Santa Clara, and/or any Landowner; and
6. I/We give permission for media coverage of myself and/or my minor child/ward to be disseminated for public relations purposes.

I have read and fully understand the provisions outlined in the City of Santa Clara Adopt A Waterway Program Volunteer Risk and Release Agreement. This Agreement shall not be modified orally. All minors' signatures must be accompanied by the signature of the parent or legal guardian.

Print Name: _____

Signature: _____

Print Legal Guardian Name if under 18 years old: _____

Legal Guardian Signature if under 18 years old: _____

Date: _____ Phone Number _____

Email: _____



Adopt-A-Waterway Cleanup Data Form

Date: _____ Waterway Adopted: _____

Adopting organization: _____

Name of contact person: _____

Phone Number: _____

City/County: _____

Map location, (if available): _____

Location of waterway section cleaned, (if possible, please provide names of road crossings and/or attach a map):

Number of miles cleaned: _____

Number of participants: Adults: _____ Children: _____

Number of trash bags collected: _____

Total amount of trash removed: _____ cu. yds.

Type of trash collected: _____

Most unusual item found: _____

Were any heavy or dangerous items found that the group couldn't remove?: _____

Evidence of outfall discharge? This could be discolored water, oils, soaps, or other pollutants in the waterway, or smells of sewage or other substances.

Cleanup time (in hours): _____

Number of photos taken, (if possible, please attach or email a copy of each photo): _____

Comments: _____

What is the date of your next clean-up? _____



Adopt A Waterway Enrollment Form

ADOPTING ORGANIZATION INFORMATION

Adopting Organization Name (Please Print): _____

Approximate number of organization volunteers: _____

Name of Designated Representative (Please Print): _____

Phone Number: _____

E-mail address: _____

Full Mailing Address: _____

Name of Alternate Contact Person (Please Print): _____

Phone Number: _____

E-mail address: _____

Full Mailing Address: _____

ADOPTION INFORMATION

Name of Waterway: _____

Location: _____

Planned waterway activities: (please check all that apply):

☐ Trash/Debris pickup

☐ Restoration

☐ Improvement

☐ Other (Please Specify): _____

Statement of Agreement

I have read and agree to abide by the policies and regulations laid out in the Program Agreement and Safety Guidelines forms as set forth by the City of Santa Clara with regard to the Adopt A Waterway Program. As the Adopting Organization's Designated Representative, I am responsible for informing the members of the organization of all risk and release provisions and safety guidelines. All member volunteers are required to provide to the Adopt A Waterway Coordinator a signed Volunteer Risk and Release Agreement prior to the cleanup event.

Signature of Designated Representative

Date



Adopt A Waterway Program Agreement

The City of Santa Clara is proud to sponsor and coordinate the Adopt A Waterway program. The purpose of this program is to clean, protect, and preserve our waterways and sensitive habitats that exist within Southern Utah, and to improve the recreational areas that thrive within the community.

1. City of Santa Clara (City) encourages local businesses, civil and professional organizations, environmental groups, academic institutions, HOA's, 4-H, scouting organizations, and any other collective group to formally adopt a section of local waterway for the purpose of improving water quality, protecting and preserving wildlife habitats, and maintaining the beautiful landscape of Southern Utah.
2. **"Adopting Organization"** means any local business, civil and professional organization, environmental group, academic institution, HOA's, 4-H, scouting organization, or other collective group, who formally adopts a local waterway.
3. **"Local Waterway"** means any natural waterway within the City.
4. It is recommended the Adopting Organization adopt a ¼ mile - ½ mile section of a waterway near the Adopting Organization. The number of volunteers needed to accomplish cleanups will depend on the size and condition of the adopted waterway. A meeting with the Adopt A Waterway Coordinator will be held to finalize the adoption area.
5. Adopting Organizations will be recognized with Adopt A Waterway sign provided and installed by the City, which will include the organization's name and information for acknowledgement of their service. The sign will be placed at an appropriate location near the waterway.
6. The City will provide acknowledgement to the Adopting Organization on the Adopt A Waterway map and website, as well as marketing materials related to the program. The City reserves the right to use any and all photos, data, or other information collected from volunteers in the development of promotional and public outreach materials.
7. The Adopting Organization will select one member who is twenty one (21) years of age or older to be assigned the Adopting Organization's Designated Representative. The Designated Representative will be responsible for coordinating all cleanup projects with the members of the Adopting Organization and the City.
8. Adopting Organizations must adopt a waterway for a period of at least two (2) years. After two (2) years, the Adopting Organization may renew their designation and agreement, modify their designation and agreement (choose a different waterway), or terminate the agreement.
9. Adopting Organizations agree to collect trash and perform other desired clean-up activities at the adoption location on at least two (2) dedicated dates per year.
10. The Designated Representative must meet with the Adopt A Waterway Coordinator prior to the desired clean-up date. At that time, the Adopt A Waterway Coordinator will provide the Designated Representative with Volunteer Risk and Release Agreements, an Enrollment Form, Safety Guidelines, a sign-in sheet, trash bags, and access information to the desired location. The City recommends each volunteer of the Adopting Organization wears gloves, boots or sturdy shoes, pants, etc. The City does not provide these items.

11. Each participating member of the Adopting Organization agrees to sign the Volunteer Risk and Release Agreement before starting any project. All signed Volunteer Risk and Release Agreements must be returned to the City Adopt A Waterway Coordinator prior to the event.
12. No one may participate in the Adopt A Waterway program unless they have attended a safety meeting. The Designated Representative shall conduct the safety meeting directly before the start of any clean-up and shall require all volunteers to sign the sign-in sheet.
13. The Adopting Organization's members shall not trespass on private property.
14. Trash and debris collected must be placed in the trash bags provided (unless it is too large), and be placed in a location or dumpster arranged with the Adopt A Waterway Coordinator prior to the event date, unless the Adopting Organization intends to haul the trash off themselves.
15. The Designated Representative must send copies of the completed sign-in sheets and the waterway Clean-up Data form to the Adopt A Waterway Program Coordinator within two (2) weeks after the activity date at contact@sccity.org.
16. The City reserves the right to deny any adoption request or cancel the adoption agreement of any Adopting Organization without cause at any time.
17. We acknowledge there are dangers and risks incurred as a result of participating in activities connected or associated with volunteering; and, to the extent allowed by state law, the Adopting Organization shall indemnify City against all claims, demands, causes of action, suits or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with this Agreement to the extent caused by the Adopting Organization or its agents. In the event of any such claims made or suits filed against City, City shall give the Adopting Organization prompt written notice. The Adopting Organization agrees to defend against any such claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of indemnity herein, the Adopting Organization agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of the Adopting Organization. Said attorney fees shall be reasonable and subject to review by the Adopting Organization. The Adopting Organization shall be responsible for all costs associated with any claim, demand, action, suit, appeal, or judgment, including attorney's fees for which it indemnifies or defends City.
18. The parties may mutually modify the Adopt A Waterway Agreement. Either party may terminate this agreement for any or no reason. Participation in the Adopt A Waterway Program does not give any implied or explicit exclusivity for care of any specific area.
19. This agreement shall remain in effect from the date stated below until two (2) years, at which date it shall expire, unless renewed or extended by mutual agreement.

STATEMENT OF AGREEMENT

I have read, fully understand, and agree to abide by these policies and regulations.

Name of Adopting Organization (Please Print): _____

Name of Designated Representative:

Print: _____

Sign: _____

Date: _____

City of Santa Clara Adopt A Waterway Coordinator:

Print: _____

Sign: _____

Date: _____



Adopt A Waterway Safety Guidelines

1. The Adopting Organization's Designated Representative should always survey the conditions of the group's waterway prior to the scheduled event and determine if the conditions are safe and appropriate for the ages and abilities of the group's members. If, at any time, the Designated Representative feels the adopted section of the waterway has become unsafe, the planned activity should be cancelled and rescheduled for another time by contacting the Adopt A Waterway Coordinator.
2. The Designated Representative for the Adopting Organization must conduct a safety meeting prior to all Adopt A Waterway activities to review the guidelines in this form and conditions for the location and day of the event. No one may participate in the Adopt A Waterway Program unless they have attended the safety meeting. The safety meeting may be conducted directly before the start of any clean-up.
3. All member volunteers shall sign a Volunteer Risk and Release Agreement form prior to participating in any clean-up, restoration, or improvement activities, and given to the Adopt A Waterway Coordinator at least one week prior to the activities.
4. Do not pick up any materials that appear hazardous or unsafe, especially unmarked containers. If hypodermic needles, drug paraphernalia, or other suspicious materials are found, please note the location and notify the city after the cleanup. If an emergency arises, call 911 immediately.
5. You may encounter homeless camps. Please avoid these camps as much as possible and do not take trash or debris from the area directly around the camp. Please report homeless camps on your Adopt A Waterway Clean-up Data Form.
6. If children are participating, the adult responsible for the child must always be in the presence of the child.
7. It is recommended each volunteer be up to date with his/her tetanus shot.
8. Volunteers with open cuts and sores should avoid contact with the water unless they are properly protected.
9. Volunteers shall not work in, on or around spillways, dams or other man-made structures. If there are any areas that are questionable, please reach out to the Adopt a Waterway Coordinator.
10. The city recommends each volunteer of the adopting organization wear high visibility vests, gloves, boots or sturdy shoes, pants, long sleeves, etc. **The city does not provide these items.** Volunteers should always work in groups of two (2) or greater.
11. Program participants should not drink water from any waterway.
12. Clean-ups and other activities shall be scheduled during daylight hours and during fair weather.

13. Program participants are encouraged to take breaks, drink fluids, and avoid overexertion.
14. Volunteers should always get help carrying heavy objects. If the object is too heavy to move, mark the location and report it on the Clean-up Data Form.
15. Streambanks and shorelines may be slippery and unstable. Always proceed with caution when walking along the waterway.
16. Only adults are allowed in high risk areas such as steep slopes, areas close to fast moving water, areas close to deep water, or areas with limited ingress/egress. These areas should be avoided when possible.
17. Take small steps and move slowly to avoid losing your balance and getting hurt.
18. There is a hazard of possibly encountering dangerous animals such as snakes and disease carrying insects such as mosquitos or ticks. It is recommended volunteers wear long sleeves and pants where possible, provide bug spray to volunteers and remain constantly aware of habitats and surroundings. The following hazards may be present:
 - Broken glass, nails, metal or other sharp objects.
 - Critters such as snapping turtles, snakes and spiders.
 - Objects such as rocks, trash, or other hidden objects could cause you to trip and lose your balance.



Adopt A Waterway Safety Meeting Sign-in Sheet

Name of Adopting Organization: _____ Date of Event: _____

By signing below, you are acknowledging you are a participating volunteer for an Adopting Organization for the Adopt A Waterway Program, that you have signed a Volunteer Risk and Release Agreement and that you have been provided the Safety Guidelines Form for this cleanup.

PRINT NAME	SIGNATURE	PHONE	EMAIL	Mark if under 18 years old*

*If you are under 18 years of age a signature from a legal guardian is required.

[illegible]



**CITY OF SANTA CLARA
RESOLUTION NO. 2021-11R**

**A RESOLUTION OF THE CITY OF SANTA CLARA, UTAH ADOPTING
THE SOUTHERN UTAH WATER WAY PROGRAM.**

WHEREAS, the City of St. George has created and requested assistance in a new program called “Southern Utah Adopt A Waterway”; and

WHEREAS, the program is targeting our local water ways with combined efforts including citizens, volunteer groups and municipalities. The goal is to enhance our local river systems by smaller organized/sponsored clean-up efforts; and

WHEREAS, Santa Clara City would like to join this program to enhance and beautify the Santa Clara River/Tuacahn Wash areas within our city limits; and

WHEREAS we are looking for volunteer groups to adopt a section of river within our city.

WHEREAS staff recommends it is in the best interest of the city to adopt this Water Way Program to enhance and beautify our rivers and washes: and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Clara, Utah that we Adopt the Southern Utah Water Way Program.

EFFECTIVE DATE: This Resolution shall become effective immediately upon adoption by the City Council, recording and posting in the manner prescribed by law.

ADOPTED by a duly constituted quorum of the Santa Clara City Council this 28th day of July 2021.

IN WITNESS THERETO:

Rick Rosenberg, Mayor

ATTEST:

Chris Shelley, City Recorder

Chris Shelley

From: Santa Clara City <santaclaracityutah@gmail.com>
Sent: Thursday, July 22, 2021 10:37 AM
To: Kristelle Hill; Chris Shelley; Brock Jacobsen
Subject: City Council Action Application Form submitted on Santa Clara City by Brock Jacobsen

Meeting Type	City Council
User ID	Brock Jacobsen
Date Submitted	July 22, 2021
Requested Meeting Date	July 28, 2021
Applicant	Snow Jensen & Reece
Subject	Legal hourly rate increase
Background Description	Snow Jensen & Reece became the City attorneys in 2014. At that time the rate charged per hour for general municipal matters was \$150 and \$175 for litigation. They have proposed a rate increase to \$225 for general matters and \$250 for litigation. We have enjoyed the relationship staff has built with Snow Jensen & Reece and the work they put in to take care of the the city and its residents. Staff supports the rate increase.
Proposed Recommendation (drop-down select)	Approval
Cost	0.00
Approved by Legal Department (drop-down select)	Yes
Approved in Budget? (drop-down select)	Yes
Approved by City Finance Department? (drop-down select)	Yes
Amount	0.00

Requested By

Brock Jacobsen

[Download](#)

SNOW JENSEN & REECE
A PROFESSIONAL LAW CORPORATION

V. LOWRY SNOW
CURTIS M JENSEN
LEWIS P. REECE
J. GREGORY HARDMAN
MATTHEW J. ENCE*
CAMERON M. MORBY *
JONATHAN P. WENTZ
DEVIN SNOW
JEFF R. MILES
SEAN J. ROMNEY
DEVON J. HERRMANN
VICTORIA CARLTON

912 WEST 1600 SOUTH, SUITE B-200
ST. GEORGE, UTAH 84770

TELEPHONE (435) 628-3688
FACSIMILE (435) 628-3275
E-MAIL: sjlw@snowjensen.com
WEBSITE: www.snowjensen.com

OFFICES IN ST. GEORGE, CEDAR CITY AND KANAB

*Licensed in Utah and Nevada

July 7, 2021

Mayor Rosenberg and Council Members
Santa Clara City
2603 Santa Clara Drive
Santa Clara, Utah 84765

RE: **UPDATED MUNICIPAL BILLING RATES**
Our File Nos. 739501, 739504, 739505, 739506, 739507, 739508

Dear Mayor Rosenberg and Members of the City Council:

We have sincerely appreciated serving you and the residents of Santa Clara as the City Attorneys since late 2014. During that time, we have maintained our deeply discounted billing rates without adjustment. However, from time to time market conditions require billing rates to be adjusted. In consideration of current market conditions and the experience and expertise of our attorneys, we have determined that it is necessary to increase our hourly rates, effective August 1, 2021.

For the last 6+ years, we have billed general municipal matters at \$150 per hour, and litigation matters at \$175 per hour. (For context, my current regular billing rate is \$300 per hour.)

General municipal matters (non-litigation matters) will now be billed at the rate of \$225.00 per hour, regardless of which attorney in the firm handles the assignment. Attorney time is billed in six-minute increments. General municipal matters include, but may not be limited to, the following: attendance at City Council, Planning Commission and other regular municipal meetings; contract drafting and review; ordinance and resolution drafting and review; land use development and subdivision review; legal research and opinion letter writing; travel associated with general municipal matters; and electronic and in-person consultations with City staff and elected and appointed officials.

Civil litigation matters will now be billed at \$250.00 per hour, regardless of which attorney in the firm handles the assignment. Billing rates for all litigation matters performed by SJ&R shall commence for each such case with the City's issuance of correspondence or court

Mayor Rick Rosenberg
Members of the City Council
Santa Clara City
July 7, 2021
Page 2

documents to initiate a lawsuit as plaintiff, or upon City's receipt of correspondence or court documents as a defendant in a lawsuit.

As in the past, the City shall pay for all costs related to SJ&R's representation of City, including fees for service of process, court filing fees, postage, photocopying, delivery costs, trial expenses, electronic research, and travel expenses. SJ&R's attorneys will bill any travel time at one-half of the regular hourly rate each way (travel time will not be billed for attendance at meetings at the City offices). SJ&R will provide regular, monthly billing statements detailing all charges. As has been our practice, SJ&R will maintain one general representation file, as well as a separate file for each litigation matter, and each of these matters will be assigned a separate account number for timekeeping and billing purposes. Particular matters may be handled otherwise upon request by the City. Representation may be terminated at any time by the City or by SJ&R, with reasonable written notice, and in that event SJ&R will continue to provide services to aid in transition to a new attorney as requested by the City.

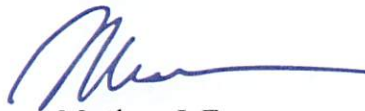
Finally, at Brock's request we have agreed to schedule office hours for several hours a week at the City offices, in order to make ourselves available in-person to City staff for consultation on routine or minor City matters. In-person hours will be determined in consultation with Brock and may be adjusted from time to time based on City needs and attorney availability.

Mayor Rosenberg and Brock have expressed their support for these changes and invited us to present them to the City Council for approval. We sincerely hope that you find that our past service merits the continuation of our relationship with the City, and respectfully request your approval of these changes.

We truly appreciate the confidence you have shown in our law firm and its attorneys and look forward to continuing our service into the future.

Very truly yours,

SNOW JENSEN & REECE

A handwritten signature in blue ink, appearing to read 'Matthew J. Ence', with a long horizontal flourish extending to the right.

Matthew J. Ence
W. Devin Snow

Mayor Rick Rosenberg
Members of the City Council
Santa Clara City
July 7, 2021
Page 3

~~~~~*Please sign and return this page*~~~~~

Snow Jensen & Reece hourly attorney rates, having been approved by the City Council, are hereby acknowledged and accepted by Santa Clara City, effective as of August 1, 2021:

\_\_\_\_\_  
Mayor Rick Rosenberg

ATTEST:

\_\_\_\_\_  
City Recorder

## Chris Shelley

---

**From:** Santa Clara City <santaclaracityutah@gmail.com>  
**Sent:** Thursday, July 22, 2021 10:59 AM  
**To:** Kristelle Hill; Chris Shelley; Brock Jacobsen  
**Subject:** City Council Action Application Form submitted on Santa Clara City by Brock Jacobsen  
**Attachments:** Jack-Taylor-Consulting-Agreement.pdf

|                                                 |                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Meeting Type                                    | City Council                                                                                                                                                                                                                                                                                                                                                                                  |
| User ID                                         | Brock Jacobsen                                                                                                                                                                                                                                                                                                                                                                                |
| Date Submitted                                  | July 22, 2021                                                                                                                                                                                                                                                                                                                                                                                 |
| Requested Meeting Date                          | July 28, 2021                                                                                                                                                                                                                                                                                                                                                                                 |
| Applicant                                       | Brock Jacobsen                                                                                                                                                                                                                                                                                                                                                                                |
| Subject                                         | Jack Taylor consulting agreement                                                                                                                                                                                                                                                                                                                                                              |
| Background Description                          | Jack retired from the city in April, at that time we retained him as our UAMPS representative and as a consultant to the power department. Matt has drafted the agreement and Jack has approved. The city will pay Jack \$700 a month from June to December. At the end of the contract Gary will become our UAMPS representative and we will review if Jack is still needed as a consultant. |
| Proposed Recommendation (drop-down select)      | Approval                                                                                                                                                                                                                                                                                                                                                                                      |
| Cost                                            | 4,200                                                                                                                                                                                                                                                                                                                                                                                         |
| File Upload                                     | <a href="https://sccity.org/wp-content/uploads/formidable/41/Jack-Taylor-Consulting-Agreement.pdf">https://sccity.org/wp-content/uploads/formidable/41/Jack-Taylor-Consulting-Agreement.pdf</a>                                                                                                                                                                                               |
| Approved by Legal Department (drop-down select) | Yes                                                                                                                                                                                                                                                                                                                                                                                           |
| Approved in Budget? (drop-down select)          | Yes                                                                                                                                                                                                                                                                                                                                                                                           |

|                                                                        |                |
|------------------------------------------------------------------------|----------------|
| <b>Approved by City<br/>Finance Department?<br/>(drop-down select)</b> | Yes            |
| <b>Amount</b>                                                          | \$4,200        |
| <b>Requested By</b>                                                    | Brock Jacobsen |

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## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (“**Agreement**”) is made effective as of June 16, 2021 (“**Effective Date**”), by and between **SANTA CLARA CITY**, a Utah municipal corporation (the “**City**”), and **JACK TAYLOR** (“**Consultant**”). Consultant and the Company are collectively referred to as the “**Parties**” or individually referred to as a “**Party**.”

### RECITALS

A. Consultant was employed by the City as its Public Works Manager prior to the effective date hereof. As of the Effective Date, Consultant retired from full-time employment by City.

B. The City desires Consultant’s services after his retirement, to assist generally with the transition to new management of the City’s public works and power departments, and to temporarily continue representing the City as its representative to the board of the Utah Associated Municipal Power Systems (“UAMPS”).

C. Consultant desires to continue serving the City in the capacities set forth.

D. Consultant agrees to enter into this Agreement as set forth below and provide Services (as defined herein) to the Company on the terms set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Services.** Consultant shall provide Services to the City on an as-needed basis. The Services shall include (1) attendance and participation in all UAMPS board meetings as the City’s representative during the term of this Agreement; and (2) may also include, as needed, consultations and advice related to Consultant’s former responsibilities at the City as may be requested from time to time by the Public Works Manager and the Power Services Manager, or as otherwise directed by the City Manager. The Services to be performed by Consultant may only be performed by Consultant and may not be assigned or delegated to any other person or entity.

**2. Compensation.**

(a) Consultant shall receive compensation paid by the City for his performance of Services in the sum of Seven Hundred Dollars (\$700.00) per month during the duration of this Agreement.

(b) Consultant shall also be entitled to receive compensation for his attendance at UAMPS meetings under UAMPS’s “Director and Representative Travel and Compensation Policy” dated April 2019. Under the current policy, it is anticipated that this compensation will be up to a maximum of Four Hundred Dollars (\$400) per day, for up to two (2) days, for travel to, attendance at, and participation in any regular meeting of the UAMPS Board of

Directors, or any meeting of the Board called by the Chairman or Secretary of the Board. Consultant understands that this compensation for UAMPS meeting attendance is paid by UAMPS and not the City, and that UAMPS policies are outside of the City's control and subject to change at any time. Therefore, the City's obligation under this Agreement is limited to the monthly payment of \$700 for the Services.

**3. Independent Contractor Relationship.**

(a) Consultant agrees and acknowledges that Consultant's relationship with the Company is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship.

(b) **CONSULTANT EXPRESSLY AGREES THAT CONSULTANT IS NOT ENTITLED TO ANY OF THE BENEFITS THAT THE COMPANY MAY MAKE AVAILABLE TO ITS EMPLOYEES. CONSULTANT IS NOT ENTITLED TO RECEIVE ANY PAID VACATION, SICK, HOLIDAY OR OTHER LEAVE, EXCEPT TO THE EXTENT EXPRESSLY REQUIRED BY LAW. CONSULTANT AGREES THAT IT SHALL BE SOLELY RESPONSIBLE FOR THE FILING OF ALL TAX RETURNS AND THE PAYMENT OF ALL TAXES THAT MAY ACCRUE IN THE PERFORMANCE OF THIS AGREEMENT, INCLUDING INCOME TAXES AND SELF-EMPLOYMENT TAXES, IF APPLICABLE.**

(c) Consultant shall fully and properly report all payments received from the City pursuant to this Agreement in accordance with all applicable federal, state and local tax laws and regulations. Because Consultant is an independent contractor, the City will not withhold or make payments for social security, unemployment insurance or disability insurance, or obtain workers' compensation insurance on Consultant's behalf. Consultant hereby accepts exclusive liability for complying with all applicable laws governing independent contractors, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Consultant, its agents or employees under this Agreement. Consultant hereby agrees to indemnify and defend the City against any and all such taxes or contributions, including penalties and interest. Consultant acknowledges that it has been advised by the City to consult a tax advisor regarding its obligations to pay taxes under this Agreement. Consultant is free to enter into any contract to provide services to other business entities, except any contract which would induce Consultant to violate this Agreement.

**4. Term; Termination.** This Agreement shall commence on the Effective Date and shall continue for a period of six (6) months from the Effective Date (the "**Consulting Term**"). Any Party may terminate this Agreement immediately upon notice to the other Party if the other Party breaches or is in default of any obligation hereunder, which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice from the non-defaulting party.

**5. Miscellaneous.**

(a) **No Third Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

(b) Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, that may have related in any way to the subject matter hereof.

(c) Assignment. Absent the prior written consent of the City, this Agreement shall not be assignable by Consultant. Without prior written consent of Consultant, the City will not assign this Agreement to any third party.

(d) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(e) Governing Law; Arbitration. This Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Utah.

(f) Amendments. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Parties.

(g) Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

(h) Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. A signed copy of this Agreement delivered by fax, electronic mail, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above, notwithstanding the actual date of execution.

**CONSULTANT:**

**SANTA CLARA CITY:**

\_\_\_\_\_  
Jack Taylor

\_\_\_\_\_  
Rick Rosenberg, Mayor

ATTEST:

\_\_\_\_\_  
Chris Shelley, Recorder