NOTICE AND AGENDA
SANTA CLARA CITY COUNCIL MEETING
Wednesday, August 25, 2021
Time: 5:00 p.m.

AGENDA

NOTICE is hereby given that the Santa Clara City Council will hold a Regular Meeting on the 25th Day of August 2021 which meeting will begin at 5:00 PM.
The Meeting will be available to view live steam on the YouTube link: https://www.youtube.com/channel/UC xLBLm30_XLqM1AEmhpcMA. Council Chambers will be available to residents, but we will have limited availability and follow Covid-19 guidelines.

1. **Call to Order:**

2. **Opening Ceremony:**
   - Pledge of Allegiance: Wendell Gubler
   - Opening Comments: Wendell Gubler

3. **Communications and Appearances:**

4. **Conflicts and Disclosures:**

5. **Working Agenda:**

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

B. Consent Agenda:

1. Approval of Claims and Minute
   - July 28, 2021 Executive Session Minutes
   - Aug. 11, 2021, Regular City Council Meeting Minutes
   - Claims through Aug. 25, 2021.

2. Calendar of Events
   - Sept. 1, 2021, City Council Work Meeting
   - Sept. 6, 2021 Labor Day (Offices Closed)
   - Sept. 8, 2021 Regular City Council Meeting
   - Sept. 22, 2021 Regular City Council Meeting
   - Swiss Days Sept. 23 – 25, 2021

C. General Business:

1. Consider approval of the Cooperative Agreement between Santa Clara, Utah, and Spin for the operation of electric scooters in the public right of way. Presented by Mayor Rosenberg.

2. Consider approving a proposed code amendment to the Santa Clara City Code, Title 17, Section 17.68.40 Planned Development Standards and Requirements to add a section to establish density equivalents for Assisted Living facilities and approve Ordinance 2021-09. Presented by Bob Nicholson, City Planner.

3. Consider approval of a Preliminary and Final Plat for Arrowhead Estates Subdivision located at approximately 2451 Arrowhead Trail Drive and consider approval of an exception to the Subdivision standards for reduced width of parcel. (Curtis Anderson, Applicant) Presented by Bob Nicholson, City Planner.

4. Consider approving a request for a lot split for property located at 2789 Santa Clara Drive. Reggie Gates, applicant. Presented by Bob Nicholson, City Planner.

5. Consider approval of an amended project plan in a Planned Development Residential Zone for Black Desert Golf Course located on the north side of Pioneer Parkway and just west of the present Entrada Development and approve Ordinance 2021-10. Presented by Matt Ence, City Attorney.

6. Consider approval of an Encroachment Agreement between Santa Clara City and Mark Sanders. Presented by Brock Jacobson, 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 19th day of August 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.

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Chris Shelley – City Recorder

SANTA CLARA CITY COUNCIL MEETING
WEDNESDAY, AUGUST 11, 2021
MINUTES

THE CITY COUNCIL FOR THE CITY OF SANTA CLARA, WASHINGTON COUNTY, UTAH, met for a Regular Meeting on Wednesday, August 11, 2021 at 5:00 p.m. in the City Council Chambers of the Town Hall at 2603 Santa Clara Drive, Santa Clara, Utah. Notice of the time, place and agenda of the meeting was provided to the Spectrum and to each member of the governing body by emailing a copy of the Notice and Agenda to the Spectrum and also, along with any packet information, to the mayor and each council member, at least two days before the meeting. The Meeting will be available to view live on the YouTube link: https://www.youtube.com/channel/UCxLBLm30_XLqM1AEmhpcMA. Council Chambers will be available to residents, but we will have limited availability and follow Covid-19 guidelines.

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

Others Present: Scott Bannon, Asst. City Manager; Dustin Mouritsen, Public Works Director; Brad Hayes, Parks & Trails Director; Gary Hall, Power Director; Randy Hancey, Fire Chief; Matt Ence, City Attorney; Bob Nicholson, City Planner; Kristelle Hill, Admin. Assistant; Mark Sanders; Patrick Manning; Fred Fage

4:00 p.m. - The City Council went on a tour of the newly remodeled Rachel Drive Fire Station and returned to Town Hall for the City Council Meeting at 5:00 p.m.

1. **Call to Order**: Mayor Rosenberg called the meeting to order at 5:00 p.m. He welcomed everyone in attendance and introduced himself and the City Council.

2. **Opening Ceremony:**

   - Pledge of Allegiance: Denny Drake
   - Opening Comments: Denny Drake

3. **Communications and Appearances:**

   A. General Citizen Communications:

   1. Mark Sanders, 3641 Vista View Circle, said that the issue on the Heights sort of turned into a firestorm. He said he let his neighbors go ahead and try to resolve this. He said he redesigned his backyard and he wanted to clarify that everything had been done 8 years ago before he bought the house. It had a drip system and trees in that land. He just wanted to improve the fence that he put up when he purchased the house along where he thought the edge was. He said he went ahead and put cinderblock wall on each side, and he knew that everything had to be within the line. The trampoline was completely buried

and set where it is which is 65% City property. He had already placed decorative stones and to try and drag them anywhere meant he would have to tear up his backyard. He said he has removed all plants and drip line. There is only the flagstone on that area. It will have no water, no trees. He said there is one tree right now and he will dig it up and remove it. He talked with both neighbors on both sides of him and they had reached an agreement that as long as we don't water or plant any live plants that we can use the land. He said he is hoping we can work out maybe that same thing since he is at this point. He is not reshaping any of that hill. It was already like that when he bought the property. He just wants to leave everything how it is and use it. He was hoping to do wrought iron on the back of the property. He was hoping that something like that could work.
- Ben Shakespeare clarified that Mr. Sanders has cinderblock down each side and the trampoline is about 2/3 outside of his property and the fire pit is outside of it and then the decorative rock. He said the Council's concern was water.
- Mayor Rosenberg said the one concern was water and the other concern was formalizing permission to encroach. He said that the City has developed a new request where citizens can request to be onto City property. He asked if this is something that Mr. Sanders is looking for a use on or is he looking for ownership.
- Mark Sanders said that obviously he would love to own it but he understands that everyone is gun shy to give anything on the edge. He stated that he understands the reasoning and not wanting to even mess with it even if he brought in 100 experts that say it is fine. He understands the City's err on caution. He said in years, if it hasn't moved, he would like to try again but he would like to at least get the usage for now.
- Mayor Rosenberg said that looking at the aerial view there is a little piece of green there. He asked if that was grass that straddles the line.
- Mark Sanders said he had it resurveyed.
- Mayor Rosenberg said we worked something out with some of the other neighbors to the north.
- Matt Ence, City Attorney, said the agreement we worked with some of the other neighbors was to accomplish a couple of things: 1. To deal with the issue of water being added to the slope. So one of the things the agreement required is if they were watering off their property they would have to cease doing that and 2. It was also intended to relieve anyone of the obligation to have to tear anything out other than landscaping that they had already put on City property. He said that was to alleviate a potential hardship for someone that was encroaching, but we recognize we may have done so innocently or because the City hadn't maintained its property line. He said the other part of it is all of those parties basically agreed to fully indemnify the City for any liabilities that might occur and on top of that the agreement can essentially be cancelled by the City at any time with a certain amount of advanced notice. He said to be clear he thinks the purpose of the agreement was not to allow more encroachment to happen, it was to stop the encroachment and to minimize the damage and to protect the City. He said he thinks we would offer a similar agreement to anyone who has existing improvements that encroach in this area but if we are talking about new improvements that is a different story.
- Mayor Rosenberg asked Mr. Sanders had any improvements back there now.
- Mark Sanders said all that is in place is the flagstone and the big rocks and the trampoline.
- Wendell Gubler said that when Mark bought this property Andy Johnson was the owner before him and that property was created by Andy and all of that was done when he was

there. Mark was right in the fact that he thought that his lot went out to where it was graded. He said he thinks Mark ought to have some concessions on this.
- Brock Jacobsen said the Sanders were building a fence and the footings were in and then Corey (Bundy) put a stop because it was determined that the footings were built on City property. Nothing has gone on since then. It has been awhile. They just stopped at the footings until something was decided. Mr. Sanders has been to TRC and had a discussion there and at that time in the discussion we had gone on to the agreement with the other neighbors and it was said at that time that the City's stance was we weren't allowing anything new to be placed on City property.
- Ben Shakespeare said the trampoline is there and the fire pit is there and the boulders are there and water has been pulled back and obviously as a resident Mr. Sanders wants his yard fenced in so really the question for us as Council is whether we are okay with a wrought iron fence and leaving what has been there, there. He said he thinks wrought iron is a better solution than block and it is permanent.
- Mayor Rosenberg said if it is the wrought iron concept that can be removed if necessary…this is really for the Sanders protection. The City is probably not going to be able to access to do any remedial work on the back of that point because the hillside falls away all the way around where the Mr. Sanders is proposing his fence to be. The wrought iron fence could be moved or adjusted in the event he had something a lot easier than a block wall. He is not proposing any new plans back there or anything beyond the rock that is already stacked there. He said he doesn't have an issue with this one if the agreement was put into place to where in the event that something starts to happen on that slide that its Mr. Sanders responsibility and there wouldn't be any obligation to the City to come up and do anything.
- Wendell Gubler said he is okay with it.
- Jarett Waite said he is okay with it.
- Denny Drake said what he is concerned about is lots on the edge in the future that border Santa Clara property. How do we police that with all the sudden having to make changes, too, if they build out into the City property?
- Mayor Rosenberg said he appreciates Mr. Sanders coming to us and following the process and what we need to make sure happens is that there is a defined process and if neighbors want to come through the process then we can review the application and if the assurance is going to be built in accordance with the application maybe we can mitigate some of that in the future. The thing Mr. Sanders wants to make sure of is when he builds that fence, everyone that comes after him is going to think he owns out there and he does not. There is going to have to be something to make sure that is specified and probably recorded so that it is actually tied to the property.
- Matt Ence said that agreement would be recorded.
- Mayor Rosenberg said this is basically giving Mr. Sanders the ability to use it not necessarily own it and he is assuming all liability and responsibility for the use.
- Ben Shakespeare said he thinks that protects us years down the road when someone comes in, that something is documented. He said this is probably the way to go.
- Leina Mathis asked if the permission for the use is granted just to Mr. Sanders or does it go in perpetuity with the land.
- Mayor Rosenberg said he thinks the same permission granted Mr. Sanders would go with the land but the same limitations would go with it as well.
- Matt Ence said that is correct.

- Brock Jacobsen said that Scott Bannon and himself actually visited the site and took some pictures out there. He said when they went through and staked the City property and looking at the pictures, he doesn't see a fire pit installed on City property and if there is one installed now so at that time even though he was told not to put anything on City property did he go ahead a install a fire pit in the improvements on City property after he was already instructed not to do anything on City property.
- Mark Sanders said all this stuff was set. He said at first it was that he needed to stop and see what happens with his neighbor. Everything was placed, everything was done and then it stopped. He said that nothing has been done in his yard.
- Brock Jacobsen said that seeing these pictures he sees the boulders and the large flagstone in the crate but it wasn't actually placed and put in and any fire pit or anything there. He said that is his concern. They were there but not installed.
- Mark Sanders said they are still there and are wrapped up. Nothing has been done.
- Mayor Rosenberg asked if this is something that comes back for formal approval or just direction given to Staff.
- Matt Ence said because it is an agreement it probably needs to come back for formal approval. The others we did as a group and the Council considered it as a group. He said he doesn't want to discourage the course Council is taking but he thinks that it is clear that there is a difference between what we did with those other property owners and what we are being asked to do here. Council is being asked to allow additional improvements to be made on City property. That is not what we did with the other property owners. He said we can talk about the difference between permanent and temporary and what can be moved and what can't and that is fine but we need to be clear that this is not quite the same situation.
- Wendell Gubler said in Mark's defense he is the one that came to the City to try and get this done. He had already put a lot of time and money into this thing and he thinks we ought to allow this.
- Mark Sanders said that was his main point of coming to Council to clarify that it wasn't him that wanted to mess up the hillside. He was just using what was already used before he bought his home. He was not extending any further. He wasn't changing the hillside. It had been used for 8 years.
- Leina Mathis asked if the trampoline and fire pit were there previously. It sounds like the fire pit wasn't there. That was something he was adding and got stopped, correct?
- Mark Sanders said he had a fire pit there and he took it down to replace it. Yes, there was a fire pit there. He did have a chain fence around the whole outside which he ripped out to start putting in a new one. All of it was in place he was just upgrading it.
- Denny Drake said he thinks this creates a real future problem if we allow new construction after the way we handled it with the other individuals. We need to protect our citizens but at the same time when you buy a home you probably ought to have it surveyed or at least know the boundary lines are compliant. He said his problem is he looks at the Tuacahn Wash and the homes being built along the edge of that and who is policing the boundary lines and if they build out into it, is the same thing applicable. It is not the size of the property but the ability to gain advantage over a neighbor or another person to what the boundary changes to. We have to make sure we are policing as best we can any new construction. He said he thinks the concession has been made with the prior agreement and as long as we are following those prior agreements we don't have an issue.

- Mayor Rosenberg said in that case we wouldn't allow construction of any new improvements beyond the City property line.
- Denny Drake said that is what we told others so he would say no.
- Jarett Waite said the tricky thing with that for him is we are also having to do policing with other neighbors if they change a rock or pour some concrete so we are not out there checking all the time. Just because we know the fire pit has been torn out to be replaced with something nicer, he doesn't think we need to allow that to go through. He said a small cosmetic change he can see being fine.
- Brock Jacobsen said we do have photographs of what is currently there so we would know if a change has been made which would be contrary to the agreement they made with the City.
- Denny Drake said since it has to be brought back for approval, we wait for the approval process.
- Ben Shakespeare said the difference in this is that a wrought iron fence is a non-permitted use. You don't need to come in for a building permit for wrought iron or to extend the patio. He said he appreciates that we know it, we can address it and we can look at it. He said this is the right way to go about it. In this case as far as structure and improvements we aren't going to go back and say to remove what is there but you also need to provide some type of security around it. He said if the documentation is there and recorded and everyone is aware of how it was done in this case he is okay with it.
- Matt Ence said it would be helpful if that is the direction the Council wants to go it would be helpful for Staff to have an idea of what Council is willing to allow and what you are not willing to allow because Staff is going to have to look at whatever is being proposed. Or we can just bring it back to Council and have Council approve it as a condition of the agreement and you can look at what is being proposed and approve it or not approve it your selves.
- Mayor Rosenberg said from what he is hearing right now he would probably direct Staff to go ahead and put an agreement together based on what was said tonight and bring it back to a meeting and we will have this discussion. Maybe we can have some feedback as far as what we are going to allow and things we might consider allowing.
- Wendell Gubler said what we are talking about is a wrought iron fence and a fire pit.
- Mayor Rosenberg said landscape boulders, a wrought iron fence and a fire pit. We just need to formulate language that would encompass that, then Staff can enforce it.
- Matt Ence said to be totally honest he thinks the only real fair way to do it so that you don't have a different agreement with each of those property owns is for City Council to decide what he can finish and once he is done, he signs the agreement that says that nothing else is added. That is what the agreement says, "no more improvements". That is what the neighbors agreed to. The agreement is there so what needs to be decided is what you are going to allow him to do before he signs the agreement.
- Mayor Rosenberg said not just him but anybody. Let's put this on the next agenda and we will have that discussion and give Staff direction and then Mr. Sanders can follow through with the agreement based on what Council allows.
- Matt Ence said he can provide Mr. Sanders with a copy of the agreement. It is the same one his neighbors have signed.
- Mayor Rosenberg said that two weeks from tonight it will be on the agenda. He asked him to give his email address to Brock.

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4. **Conflicts and Disclosures:**

- Mayor Rosenberg said he has been asked to put together a sketch on Santa Clara Drive/Gates Lane Left Turning Lane (Item 5C4).

5. **Working Agenda:**

A. Public Hearing(s): None.

B. Consent Agenda:

1. Approval of Claims and Minutes
   - July 28, 2021 Regular City Council Meeting Minutes
   - Aug. 4, 2021 City Council Work Meeting Minutes
   - Claims through Aug. 11, 2021

2. Calendar of Events
   - Aug. 25, 2021 Regular City Council Meeting
   - Sept. 1, 2021 City Council Work Meeting
   - Sept. 8, 2021 Regular City Council Meeting

3. Set a Public Hearing to receive public comment on the issuance and sale of not more than $2,600,000 aggregate principal amount of Electric Revenue Bonds for September 8, at 5:05 p.m.

Motion to Approve the Consent Agenda.
Motion by Leina Mathis, seconded by Ben Shakespeare.
Voting Aye: Leina Mathis, Jarett Waite, Denny Drake, Wendell Gubler and Ben Shakespeare.
Voting Nay: None.
Motion Carried.

C. General Business:

1. Consider approving Resolution 2021-12R, authorizing the issuance and sale of not more than $2,600,000 aggregate principal amount of electric revenue bonds, series 2021BB for the purchase of a 4th generator. Presented by Brock Jacobsen, City Manager.

- Brock Jacobsen said we have Mark Anderson from Zions Bank with us on a Zoom call. He said this is the first step to issuing a bond. We do not anticipate issuing the bond for the 4th generator until later in the year or in the early part of 2022. We will not be receiving the generator until 2022 and payment will not be due until it is installed and running. By adopting the bond parameters resolution and having a public hearing to open the 30-contest period it gets the first steps done. Then when we are ready to issue the bond we can quickly move forward. The bond parameters set forth the details of the bond; 1. how much the city can issue in bonds, $2,600,000, 2. maximum number of years over which the bonds may be amortized, 21 years, 3. maximum interest rate the bonds may have, 4%, 4. maximum discount from par,98%, 5. delegates who has the authority to

approve the final terms and provisions of the bonds within the terms of set forth in this resolution, 6. sets the date and time of a public hearing on the bonds to be issued, 6. sets forth the contest period of the bonds.
- Mark Anderson, Zions Bank, said Brock has done a good job of explaining what the purpose of the parameter resolution is and the need to schedule a public hearing and authorization of certain officials to make decisions regarding the terms of the bonds as well as the signing of them. He said he knows the City is not anticipating the delivery of this new unit until probably May of next year and so the question is when is the right time to issue bonds for this. He said it would be nice to have some direction from the City as to what parameters you are hoping to stay within interest rate-wise because right now his estimate based on wrapping this around the City's existing debt and only increasing the payment by about $100,000 and keeping that level for 14 years is probably an interest rate range of 1.8-1.9%. He said we really need to have the understanding of what point in time do you want to complete the bonding process in order to reduce interest rate. He said sometimes rates can increase quite rapidly so it would be nice to have some discussion amongst the Councilmen and Staff as to what you would like him to do as he tries to monitor the market conditions as to when the best time to issue these bonds is.
- Brock Jacobsen said not having a crystal ball as to when interest rates are going to move, we don't want to allow it to get to high, above that 1.99% but also knowing that when we issue them that starts when we will have interest and principle payments which will come quicker. If we issue them around April and we are already making a bond payment for that year and we don't have a generator yet for another 8 months and we will be paying on it before we even have it. That is not ideal but it is all right.
- Mark Anderson said one of the things that motivated us on issuing the bond last time was the opportunity to capture some savings by refunding a couple of other bonds earlier. He said interest rates are very favorable but how long that will last is not known.
- Jarett Waite said we don't have to pay for the generator until it is installed.
- Brock Jacobsen said that is correct but if the bond is issued the payment is already started.
- Ben Shakespeare asked if we could set that money aside in a money market account and generate interest on the flipside and help offset that cost.
- Mark Anderson said you can and that would be expected. That is what is happening with the initial bond that was issued a couple of months ago. It would have to be invested with something compatible with the public treasurers investment fund with the State of Utah. Right now that is yielding less than .04%.
- Ben Shakespeare said we want the best interest rate we can get so do it when it is the best but we don't know that.
- Leina Mathis said she would prefer to do it sooner than later and take the lower rate even though we are making the payment because if we wait too long we are quickly going to eat up that amount if we get a 3% interest rate over a 14 year period.
- Mayor Rosenberg asked Leina if she is saying to do it now.
- Leina Mathis said she is saying to do it now.
- Ben Shakespeare said if the rates are under 2% right now, he can't imagine doing much better than that and over a long term that is a lot of money.
- Brock Jacobsen said we will keep the process going then. We will have the public hearing in September and continue the process to issue the bonds.
- Mark Anderson said he thinks we could be in the position to issue bonds as early as the

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first part of October once we have the public hearing and the contest period but we can lock in an interest rate prior to the bond close.
- Jarett Waite asked how leveraged the Fire Department will be with this bond. It is not like a debt to income ratio for this.
- Brock Jacobsen said that is called debt coverage. We still look good on our debt coverage. We are well above what we need to be.
- Mark Anderson said we need to maintain a 1.25 coverage and we are still close to 2.0. The annual payment is only increasing by about $90,000 and as the debts fall off we would just fill in those payments and keep a level payment.

Motion to Approve Resolution 2021-12R, authorizing the issuance and sale of not more than $2,600,000 aggregate principal amount of electric revenue bonds, series 2021BB for the purchase of a 4th generator as presented.
Motion by Jarett Waite, seconded by Denny Drake.

- Brock Jacobsen said that on the series 2021BB that is really 2021B.
- Mark Anderson said that is correct.

Amended Motion to Approve Resolution 2021-12R, authorizing the issuance and sale of not more than $2,600,000 aggregate principal amount of electric revenue bonds, series 2021B for the purchase of a 4th generator as presented.
Motion by Jarett Waite, seconded by Denny Drake.
Voting Aye: Leina Mathis, Jarett Waite, Denny Drake, Wendell Gubler and Ben Shakespeare.
Voting Nay: None.
Motion Carried.

2. Consider approving the Black Desert Development Agreement. Presented by Matt Ence, City Attorney.

- Matt Ence said we have been working with the developer on this project for a number of months. The development agreement has been something that has been an on and off negotiation but we have gotten to a place where this agreement is ready to move forward. He can give a quick summary of what is covered in the agreement. The Black Desert project extends from Ivins to Santa Clara so this development agreement would only apply to our portion. It is a fairly straightforward agreement. It really does a few major things. Most importantly from the developer's perspective is it vests the developer with a maximum of 1,937 total residential units for the portion of the project that is in Santa Clara on 297.56 acres so that 1,937 total units comes from the approval of the Master Plan which approved the overall density of 6.5 units per acre and 6.5 units per acre over that acreage is where the 1,937 units comes from. That isn't going to be spread evenly across the project so one of the things the development agreement allows the developer to do is as they bring in phases for project plan approval of specific portions of the development they can cluster that density in order to get higher densities in certain areas. They have to use their open space where they are not going to develop to make sure those densities comply with the development agreement and our ordinances. The maximum density they are permitted under the PDR zone is 8 units per acre, which they can also increase up to 12 units per acre if they get an additional approval for bonus density. The

development agreement allows them flexibility to take their open space and utilize it in such a way that they can cluster the density and develop the property in a manner that they would like and get those higher densities, preserve those open spaces and have a lot of flexibility to do that. Open space pursuant to the development agreement can consist of a couple of different things. One is unimproved open space, which he said they have had discussion with the developer about taking the open spaces that they plan to have no improvements on and for them to grant to the City a conservation easement. He said we are in the midst of the process of reviewing what that would look like and this would include open spaces such as a significant part of the lava and potentially others that they don't plan to improve would be preserved and the City would have a conservation easement so that we could insure that those properties remained open and not disturbed. They would also have improved open spaces as well such as parks and trails and other things. The development agreement also contemplates that they will have commercial development. It states that the commercial development when it is approved will reduce the overall residential units that they can develop in the project but there is no hard formula set for that. When they bring a commercial project to the City they can they think it is the equivalent to X number of residential units and that can be considered and approved at that time. That could vary depending on the type of commercial development they are bringing to the table. What is important is to make sure we have the infrastructure to serve both the commercial development as well as the units they are entitled to. Another thing covered by the development agreement is they committed to dedicate land for master trails that will comply with the City's Master Trails Plan. The development agreement also lists traffic and road improvements that need to be addressed to address the traffic impacts of the development and requires all of those improvements to be considered as part of a traffic study that they will obtain. The development agreement also provides that they will contribute to off-site traffic improvements that are identified in that traffic study and it also addresses their ability to receive impact fee credits when they provide some kind of public system improvement that we don't otherwise pay for. The development agreement says in its current form that their project plan, including the golf course, has been approved by the city. The PD project plan that included the golf course was actually considered by the Planning Commission back in Sept. 2020. The Planning Commission recommended that the City approve it and then also granted them a conditional use permit for the golf course but it did not come to the City Council after that so the City Council has not actually given the final approval yet on the golf course. He said he doesn't think it needs to hold up what we are doing here. If Council is comfortable with the development agreement we can approve it subject to them coming back and bringing that PD project plan amendment with the golf course for Council's final consideration and approval. He said that when the approval for the Master Plan was given it excluded what is referred to as Area 6, which is where the trail and the power line and a lot of the lava is along Pioneer Parkway. The acreage we are trying to cover with the development agreement because it is the entire project actually includes Area 6 and they want the benefit of the density that they would otherwise build in Area 6 so they could use it elsewhere and Area 6 is an area that they want to preserve with a conservation easement and so because Area 6 was excluded from that previous Master Plan approval we bring that back to the Council at the same time as we do the golf course consideration and have the City Council amend that Master Plan approval to bring Area 6 into that as well so that they have the same density that they are entitled to there

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and then it will all be treated the same and covered by the development agreement and will all be part of the Master Plan and that will tie off those loose ends.
- Bob Nicholson said it could come to the next Council Meeting if the Council wants. It was the amended PDR zone. The PDR that is existing really represented the old Knoll's pasture plan, so they are bringing through an amended PD zone. He said in Area 6 is about 18 acres. Planning Commission is concerned about preserving this very unique portion of lava, which is not the entire 18 acres. It is the east portion of Area 6 that is quite special and unique.
- Matt Ence said what is before Council now is the development agreement for Council's review and approval potentially but subject to approval by City Council of the amended PDR plan that includes the golf course and incorporates Area 6.
- Wendell Gubler asked why that didn't come before the Council after the Planning Commission approved it.
- Matt Ence said that looking at the timetable it was in September of last year and that was around that same time we started working on the Regal Homes portion of the property so it may be that we set that aside or the developer set that aside as we worked on that. He is not sure.
- Bob Nicholson said part of the answer was the instruction was not to bring the amended zoning to the Council until the development agreement was done also.
- Matt Ence said if we would have realized that soon enough we could have added it to the agenda, we could have done that tonight but it didn't get discovered soon enough. Planning Commission did make a unanimous recommendation of approval, they did approve the conditional use permit for the golf course use and did so unanimously but those things were subject to this final approval of the City Council.
- Denny Drake said in Section T "Available Funding" under "Resources" it states: "The City agrees to use its best efforts, consistent with the City's best interests, to assist the Developer, and sponsoring Developer's requests when appropriate, in obtaining and using any state, regional or federal funds, including but not limited to grants, reinvestment funds, or other monies…" He asked if this is not a guarantee. We are not going to guarantee that something will affect our bond rating but just helping them to achieve their goal.
- Matt Ence said he doesn't see it as a guarantee because one of the phrases in there is "consistent with the City's best interests" so that is a way of the City saying if there are opportunities that make sense the City will help them. He said he thinks one thing the developer is going to want to come back to the City and discuss at some point is the potential of creating a PID in the City to help finance some of the public improvements and the approval of the development agreement does not require the City to do that.
- Leina Mathis had a question on Area 6. On one hand she is okay with it on a calculation and density perspective but is there something in the amendment when it comes back and we include that, that it is specifically that there is to be no building in Area 6.
- Matt Ence said we already started the process of reviewing the form for the conservation easement and he thinks they are ready to go forward on the conservation easement as soon as we can get to it. He said we could get that taken care of very soon and almost have that property of concern in Area 6 taken care of maybe at the same time we do that approval.
- Mayor Rosenberg said the indication from Patrick Manning was that was going to stay

the open space in Area 6 in accordance with the Planning Commission.
- Jarett Waite asked why Exhibit B & C are blank in the agreement.
- Matt Ence said it is probably just formatting issues.
- Jarett Waite said his concern is the agreement refers to Exhibit B several times but it is not actually in the agreement.
- Matt Ence said Exhibit B, that would be attached, would be the Master Plan that was already approved by the city. We are not really changing anything there. He said he sent an email to the applicant asking if they would provide us what they believe should serve as Exhibit B but he didn't get a response so that is something we still need to nail down but it shouldn't be anything that Council hasn't seen before. It is basically the Master Plan and Project Plan that Council has already approved.
- Patrick Manning said one thing in particular they are trying to hurry up on. They are finished with the golf holes in Ivins and JP Construction is sitting idle waiting for permission to get into Santa Clara. He asked if Council can possibly approve the development agreement subject to final legal review and then come back in two weeks and submit the project plan, which is the golf course. He said he will give his promise to Leina Mathis that Area 6 won't be developed.
- Ben Shakespeare said the developer has been held to preserving large portions of open space and a lot of that has been addressed to be preserved so those that have concerns about what is out there, there is a large portion of this lava field that will remain untouched.
- Patrick Manning said what they are projecting to do with the document that has been seen at Planning Commission shows close to 70% of open space in Santa Clara. They are preserving all the lava that is seen in Ivins other than the golf course there is nothing on it so it is not only the 70% in Santa Clara but roughly another couple hundred acres in Ivins as well.

Motion to Approve the Black Desert Development Agreement as has been explained with the legal review on the additional application that is going to come in and with the developer maintaining open space to retain the view we have in Santa Clara.
Motion by Denny Drake, seconded by Ben Shakespeare.

- Leina Mathis said to make sure that it is subject to the amended PDR and Area 6.
- Ben Shakespeare asked if we needed to address anything right now about the golf course.
- Mayor Rosenberg said the golf course is covered in there. They will have to submit their grading plans for their grading permit to get going.

Amended Motion to Approve the Black Desert Development Agreement as has been explained with the legal review on the additional application that is going to come in and with the developer maintaining open space to retain the view we have in Santa Clara and subject to the amended PDR and Area 6.
Motion by Denny Drake, seconded by Ben Shakespeare.
Voting Aye: Jarett Waite, Leina Mathis, Ben Shakespeare, Wendell Gubler and Denny Drake.
Voting Nay: None.
Motion Carried.

3. Consider increasing the Carbon Free Power Sales Contract by 2 Mega Watts. Presented by Gary Hall, Power Director.

   - Gary Hall said we are looking to increase our capacity in the Carbon Free project 2 more mega watts to make a total of 5 mega watts. He reminded Council that they discussed this last week at the Work Meeting.
   - Ben Shakespeare asked if we still have the exit strategies. Do we still have the same updates and exit ramps? He said he agrees that we need to increase it to 5 mega watts.
   - Gary Hall said with the increase to 5 mega watts our liability goes up a little bit more if we do back out. It was almost $7,000 or $8,000 more at the last bailout time. There is a little bit more risk going an extra 2 mega watts but that doesn't change the fact that we still need it.
   - Ben Shakespeare said yes and that's stable. The stability of it, that is more important. It is a project that we know is going to be around for 40 years.
   - Jarett Waite said he wanted to note that UAMPS has provided this to us and this is the right decision for our City and so we are relying on their expertise as well as Gary's to make this decision.
   - Gary Hall said he went over this with Jack Taylor and Kelton at UAMPS and he plugged it into his spreadsheet and with a 3.5% growth over the next 10 years they still figure that the extra 2 mega watts should be enough so we are not too long in the winter months and still be covered.
   - Denny Drake said that 3.5% over the next 10 years is only a 33% increase. Aren't we growing at a more rapid pace then that in actuality?
   - Gary Hall said currently, yes, but we will get built out and historically 3.5% is what we have been.
   - Ben Shakespeare said that is a pretty conservative number.
   - Brock Jacobsen said that number is consistent to what we have done in our impact fee analysis as we have gone forward doing those.

Motion to Approve increasing the Carbon Free Power Sales Contract by 2 Mega Watts as presented.
Motion by Jarett Waite, seconded by Wendell Gubler.
Voting Aye: Denny Drake, Jarett Waite, Ben Shakespeare, Wendell Gubler and Leina Mathis.
Voting Nay: None.
Motion Carried.

4. Consider approving the reconfiguration of Santa Clara Drive and Gates Lane to add a left turning lane. Presented by Dustin Mouritsen, Public Works Director.

   - Dustin Mouritsen said that after last week's discussion on the widening of the intersection of Gates Lane and Santa Clara Drive he went and revisited the intersection and found that there is room to do a deceleration lane onto Gates Lane. He said we will do a shared bypath so we can keep bypass on both sides, east/west travel lanes and the center lane going all the way through. He said this is work we can do in house and he would like to start on it soon. He said the striping would be contracted out.
   - Jarett Waite asked if we are really going to take out 10 planters.
   - Dustin Mouritsen said yes but we will leave the two down by the Jacob Hamblin home.

He said he thinks it will look more finished if we take all 10 out. We will lose all on-street parking through that section that we restripe.
- Mayor Rosenberg said we are going to try to keep parking outside of the restriping. He asked if we want to take out the two planters that kind of guard that parking.
- Dustin Mouritsen said yes.
- Jarett Waite said we discussed at the last meeting that if this property southeast of this wants to have on-street parking they could just move the sidewalk back and use their land for that.
- Mayor Rosenberg said that hopefully they will just find the parking on-site otherwise we are inviting some of the same conflict we have down at the fruit stand.
- Leina Mathis said that Brad Hays (Parks & Trails Director) had said that most of the trees were going to be disposed of but on the far end there are a couple of trees that look like they are fairly new. They are actually tied down.
- Brad Hays said there is two on the south side that are fairly new that could be removed. The thought is to plant them somewhere else.
- Mayor Rosenberg said that Brad is going to replace all those trees at least on a one-to-one someplace. We have set that informal policy that if you take one down you have to put one back to maintain our tree inventory, which is an asset.
- Jarett Waite asked if the deceleration lane is going to look like the one there is for Swiss Village because that has functioned really well.
- Dustin Mouritsen said yes. We actually have quite a few of these all over town.
- Denny Drake said he thinks it is an excellent idea and a good plan.
- Ben Shakespeare said that the residents that live down there are excited about this. It is a safe improvement.

Motion to Approve the reconfiguration of Santa Clara Drive and Gates Lane to add a left turning lane as presented including the removal of 10 planters.
Motion by Ben Shakespeare, seconded by Jarett Waite.
Voting Aye: Leina Mathis, Denny Drake, Wendell Gubler, Ben Shakespeare and Jarett Waite.
Voting Nay: None.
Motion Carried.

6. **Reports:**

A. Mayor / Council Reports

Ben Shakespeare:
- He went through Tagg'n Go. There were several Santa Clara youth working there. It is nice to see it open. He said he is excited for the commercial a little further down to see what comes.

Leina Mathis:
- Yesterday was our free swim day at the SHAC. She took her grandson over last night and there were a number of people from the City who were taking advantage of it. The director of the SHAC will get her a final count and she will pass that along to the Council so they can know how many of our citizens went to that. It looked like it was pretty well attended.

- The Heritage Commission has a meeting tomorrow. They are going to be going over the committee members. Some of them are retiring, for sure one and maybe two. She will come back to the Mayor for appointments of some new members.

Jarett Waite:
- He attended a meeting with some Internet providers with Brock and the Mayor. Century Link (Lumens) and TDS presented. A lot of good information was given. Lumens has four planned pilot projects in St. George in areas where they have really poor service they are putting fiber in an existing conduit. It is very unobtrusive to the neighborhood. They also acknowledge that they will try and expand that to the rest of Southern Utah if it goes well but it is all dependent on the upper brass and if the economics line up. He said the concern is if we rely solely on our local Internet providers there most likely will be pockets of Southern Utah that never get fiber because the number may never line up. Either it is not dense enough or there is too much rock in the ground or whatever other reason they come up with. There might be areas that are permanently depressed because they don't have a good enough Internet connection. He said we are still pursuing possibly creating an Interlocal agreement with all the cities and we would all come together to provide fiber service and to partner with UIA to provide service.

Denny Drake:
- He had a meeting with the Water Conservancy District on Thursday to discuss the water situation in the County. He said they presented a graph to show the needs. He said that after meeting with them he feels we should be reviewing our landscape requirements by ordinance. If things don't line up by 2025 we will be doing some major changes and if we could revise our ordinances now. It is a matter of if there is going to be enough water. There are some things we need to review and according to them it is up to the cities to do that and not up to the Water Conservancy District. We have to be in the forefront of making the conservation effort.
- Mayor Rosenberg said that there is a Technical Advisory Committee for the Rural Water Supply Agreement Pact and they are working on a common landscape ordinance that all the cities would adopt so that each city is the same. It will be eliminating a lot of turf. There will basically be no ornamental turf and we are looking at things to do inside the home. Things like recirculating hot water. There will be a significant number of conservation measures. They are meeting every other week to go through that. Dustin is in this group as well as Kristelle. The State right now requires .86 acre-feet per connection as their source requirement for State code. Based on our actual usage down here that number is less. It is more like .779 so if we get the State to adopt that it takes our existing water rights and will provide water for a bigger population. They are shooting to have like a .55 on that. This is going to require a significant amount of conservation. They are looking at a target use for every home of 146,000 gallons per home and that is all you get. They are talking about putting this in on new growth to start so all new developments would have to meet it from the get-go and then provide incentives for existing residential users.
- Denny Drake said he thinks it is good that the Home Builders Association is a part of this because they are talking about trying to create smart homes and environmentally more efficient. So they are looking at unifying construction standards for the various

cities so that the builders would have the same requirements for each city.
- Mayor Rosenberg said we are going to see a lot of that. The TAC is meeting weekly and there is another committee that is meeting as well. There is going to be a big effort there. He also went to a meeting that was addressing water use on the Santa Clara side. There is not that much available water left there so it is a matter of repurposing the water that we have. St. George is looking to expand some additional reuse storage reservoirs out here and the push is being made to have the Water District assume that role so they would be the ones doing those additional reservoirs. He talked about the endangered fish. The fish are going to get their water. They are supplementing irrigation water with the Gunlock wells right now. There are some water right acquisition issues. For us to be able to use our share of that reuse water we actually have to file a water right on it. We are the only ones that can file a water right on it but we haven't done it to date so it is probably something that we are going to want to do sooner than later. Right now when we have a cutback on the Santa Clara the farmers take a haircut and the residential customers don't. There has to be a way to balance that especially when we get more and more secondary users. The City is obligated to provide that secondary water even if it is not available from Gunlock. It has to come out of our share. We need to work on that a little bit.
- Ben Shakespeare asked if there are any plans to dredge Gunlock. In order to increase the capacity they need to maintain a good dredge.
- Mayor Rosenberg said it loses about 100 acre-feet a year to sedimentation.
- Ben Shakespeare said if it is constantly maintained and have a plan then we don't have to build a new reservoir.
- Mayor Rosenberg said in order to fill a reservoir with reuse water you have to pump it all winter. Then you pay a pumping price to get the water up there. He said there is a balance of how much to pay in advance verses how much you think you are going to get from Mother Nature. They want to get about 5,000 acre-feet of additional storage on the west side.

Wendell Gubler:
- Had a meeting with the Solid Waste District on Monday. The fleet is getting old, and they are needing to be maintained and the maintenance costs are going up. They are probably going to be buying some new garbage trucks and setting a better standard on how to maintain them. They have also opened the dumpsters by the scale at nighttime as well as during the day. There is a problem because the commercial people are using it when they shouldn't be using it so they are going to try this for a while and see if it helps. Neighboring states are wanting to bring their waste into our state. He says he doesn't think we ought to do that. That discussion was tabled until they have further information. He said they will probably be discussing this at the next meeting so he would like to know what Council's feeling is on this.
- Mayor Rosenberg asked if it is just Las Vegas and Mesquite.
- Denny Drake said we would get it from California too.

Mayor Rosenberg:
- He met with the SPIN Scooter people today. They are coming to Council in two weeks for a presentation. Washington City just signed an agreement with them and they will forward it to him.

Police Chief Bob Flowers:
- Talked about the letter that the Mayor and some of the Council received. He asked the Council not to handle the letters and to put the letters in sealed envelopes and give them to Brock. They are going to pass these on to the FBI. The leadership at St. George City got them too. The letter talks about the receiver of the letter being dead and some type of radioactive material buried underneath all the water sources. It also talked about some businesses and made a lot of threats. It is a threatening, terroristic type of letter. Whoever sent these was pretty careful but because of the nature and the threatening of the letter it has become a Federal case. He said we are gathering the evidence. He counseled the Council that if they get the letter to not open it. He said to call him and he will come and get the letter and pass it on to the FBI. He said they can tell from some of the things in the letter that it is a local person.
- He talked about some homeless camps in the South Hills.
- Mayor Rosenberg asked what the BLM is saying about these camps.
- Chief Flowers said they are not doing much about it. They have such a big problem all through the County. This is something we are going to have to start dealing with. Fall is coming and those hills are going to fill with shooters. He asked for some guidance from the Council.
- Mayor Rosenberg said we are getting closer to closing shooting within the City limits and possibly a de-annexation and removing a large portion out of the City. It is on the TRC agenda tomorrow.
- Chief Flowers said he saw a Desert Iguana out in the hills. He called the wildlife person at BLM and he confirmed that they are out there.
- A person from Salt Lake went hiking out by the petroglyphs and got sick and died of heat exhaustion. It was one of those days we were above 115 degrees.

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 6:52 p.m.

_____ Date Approved: _____
Chris Shelley – City Recorder

DRAFT

REQUEST FOR ACTION

AGENDA ITEM 1

City Council August 25, 2021

APPLICANT: Spin Scooters

SUBJECT:

A cooperative agreement between Spin Scooters and Santa Clara City to expand is operations to Santa Clara and to allow electric scooters in the public right-of-way.

BACKGROUND DESCRIPTION:

Spin Scooters and the city were in talks of bringing Spin scooters to Santa Clara prior to the COVID-19 pandemic. In the last few months they have reached out neighboring cities of St. George. They are looking to expand their operation into our city. Spin operates in 80+ cities and universities in the United States and Europe. (Including an exclusive contract with St. George City). In one year operating in St. George, more than 124,000 scooter rides were taken with an average of 21 minutes per trip.Spin is proposing a two year agreement and with an automatic renewal for up to 3 years. Spin will pay the city $0.15 (fifteen cents) per successfully completed trip. Pricing

1. Standard Rate ($1 to unlock; range of $0.10/ minute to $0.35/minute)
2. Spin Access - Reduced Rates ($0.50 to start + $0.10 per minute.)

2. Staffing will be 100% in-house W2 employees with a warehouse in St George.
3. Only Spin company vehicles will be used for deploying and relocated scooters.

The city will grant to Spin the use of public right-of-way and agrees Spin will be the only micromobility service within Santa Clara with the right to use the right-of-way within city limits.

Proposed Recommendation

Approval

Cost

0.00

Approved by Legal Department

Yes

Approved in Budget

N/A

Approved by City Finance Department

N/A

Amount

0.00

Requested By

Mayor Rosenberg

File Upload Attachments

https://sccity.org/wp-content/uploads/formidable/41/Santa-Clara-Utah-Spin-Draft-Agreement.docx

Santa Clara, Utah
Spin Scooters

August 2021

OVERVIEW

1. About Spin
2. Spin’s Partnership Promise
3. History of Collaboration and Compliance
4. Spin in Utah
5. Spin’s Sustainability Pledge
6. Overview of Spin’s Proposal
7. Operations Team and Approach
8. Spin’s Inclusive Micro-Mobility Program

About Spin

Founded in 2017, Spin is currently operating within over 80 cities and campuses across the world.

Our mission is to give people the freedom to move — to discover, meet, learn and experience more of the world around us at a moment's notice — bringing people, communities, and their urban environment closer together.

FORD SMART MOBILITY

SPIN

Spin Partnership

Spin has provided over 10 million rides, each one preceded by an agreement, permit, or other permission.

Promise

01
Put Safety First

02
Share Usage Data with Partners

03
Launch With Permission

04
Scale Responsibly

05
User Privacy Is Paramount

Spin's History of Collaboration and Compliance

Accurate Geofencing

- **Phoenix, AZ:** Spin was the only operator out of three to accurately geofence. Others were asked to remove their fleet.
- **Salt Lake City, UT:** Spin was the only scooter company to accurate geofence Capitol Hill during recent protest. Our team completed the request within two hours of receiving it.
- **Oklahoma State University:** Spin has worked with Oklahoma State to use geofencing to drive parking compliance.

User Education

- **San Francisco, CA:** Spin is the only provider to create a citation structure for users who improperly park scooters -- Spin makes up 80% of all citations across four companies.
- **Salt Lake City, UT:** Spin was the only scooter company to partner with the City's "Walk Your Wheels" campaign last fall.
- **University of Central Florida:** Spin worked with administration and student leaders to customize a required safety test for all riders. We've also hired student safety ambassadors who manage an ongoing safety program.

Community Approach

- **All markets:** Spin launched the Everyday Heroes Campaign to give free 30-minute free rides to healthcare employees amidst COVID-19.
- **Salt Lake City, UT:** Spin's Community Outreach team has directly partnered with over 20 organizations to ensure we include the voices of low income and disability communities.
- **Virginia Tech:** Spin and Ford have partnered with Virginia Tech Transportation Institute to fund a study on scooter safety in the campus environment.

Spin in Utah

Salt Lake City Region

Spin was selected as one of two vendors to operate within the City of Salt Lake with a 5-year contract. Vendors were chosen through a competitive permitting process.

Spin also has contracts with Ogden, Orem, and Utah Valley University.

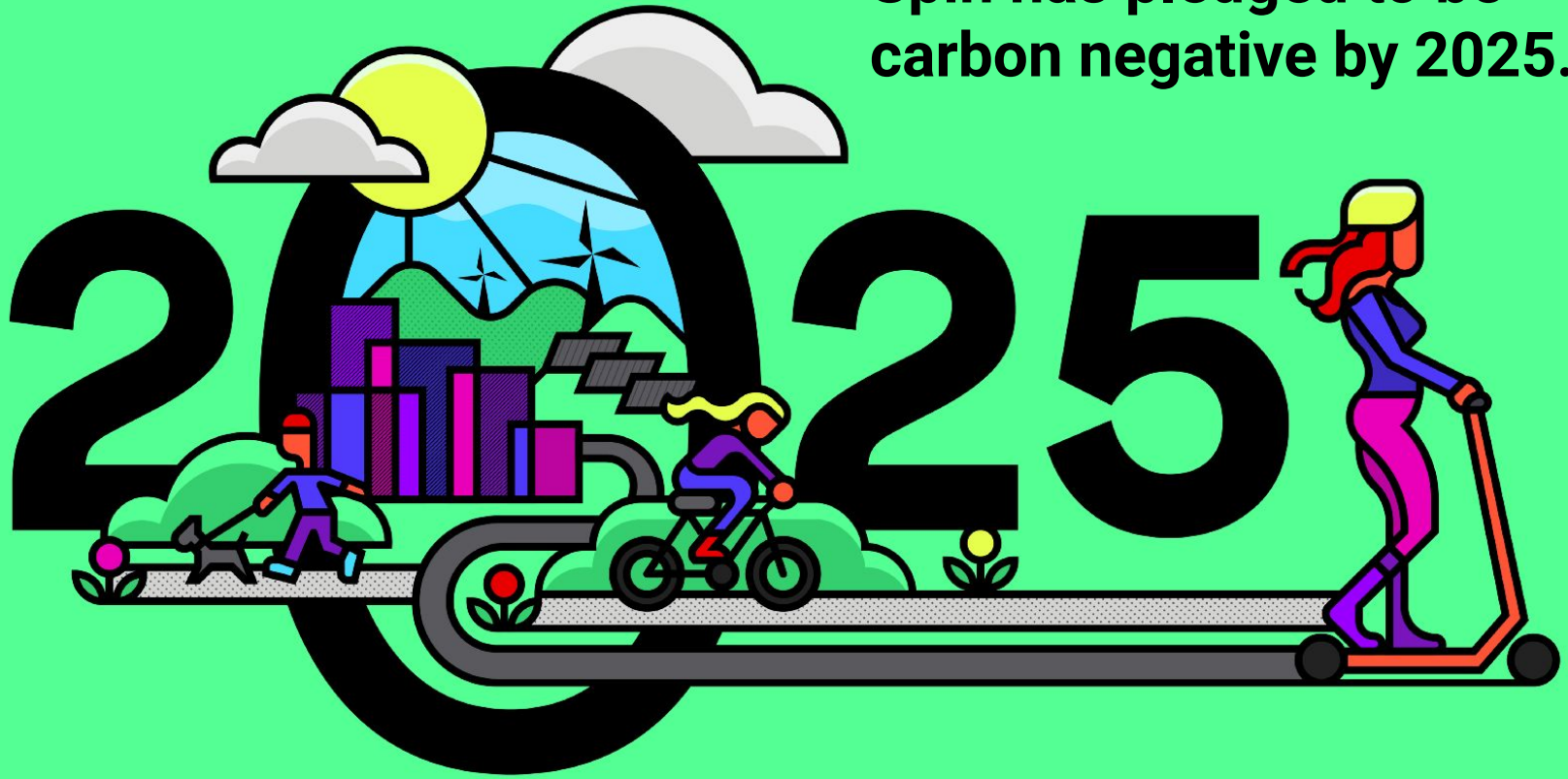


St. George Region

Spin was selected as the exclusive operator for the City of St. George. The selection of the operator was through a competitive RFP completed summer 2020. Additionally, Spin currently has a contract with Dixie State University.



Spin has pledged to be carbon negative by 2025.



- Transition operations to 100% plug-in hybrid and battery electric vehicles
- Transition power for recharging to 100% renewable energy
- Achieve a minimum 24 month lifecycle for Spin vehicles

Overview of Spin's Proposal

Vehicles

Spin **proposes 50-100 e-scooters** distributed equally across the City in September ahead of the Ironman Championship.

Approach

Spin's commitment to the City of Santa Clara and will only utilize 100% in-house W2 employees locally, charge and repair e-bikes and e-scooters at a warehouse within city limits, manage a 24/7 service model, and provide coverage for the entire city.

Operational Model

Our team is diverse, fully-trained, and paid a living wage with benefits. We do not use contractors or 3rd party staffing agencies.

- **W2 with Benefits**
- **Retention**
- **Safety**
- **1 Hour Response**
- **24/7 Management**
- **Spin Hubs**

Local Partnership & Compliance

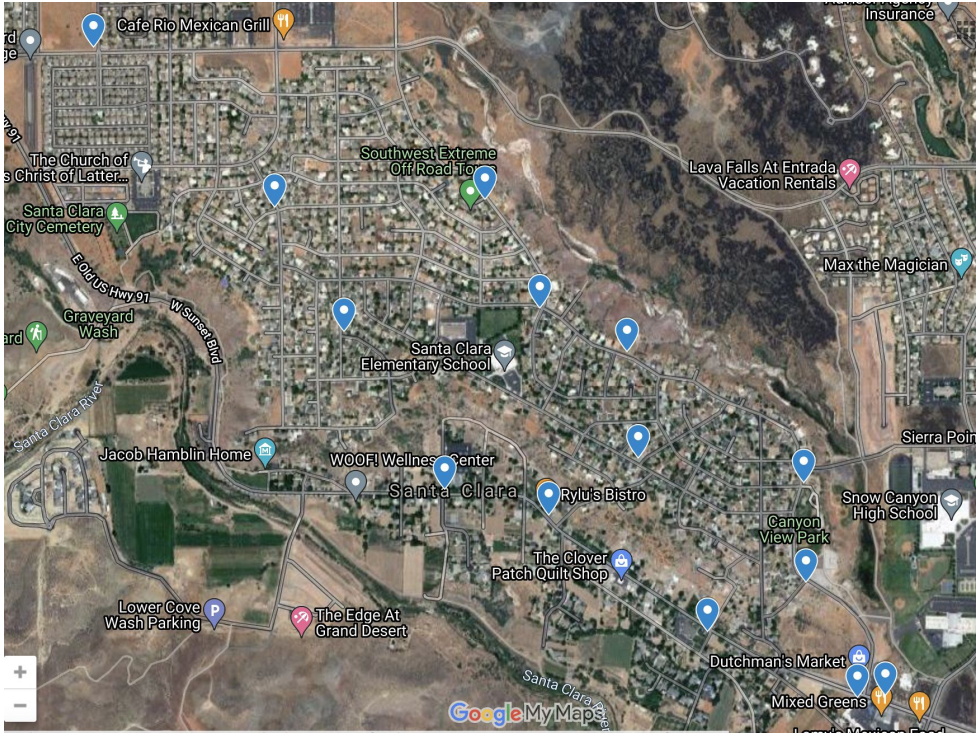
We think of ourselves as an extension of the city, as we are all neighbors. **Reducing sidewalk riding, increasing rider safety and awareness, and becoming a part of the transportation infrastructure is our goal.**

- **Rider Education**
- **Safety > Growth**
- **Equity & Fairness**

Overview of Spin's Proposal

Deployment Map

Please see Spin's proposed deployment locations below. We will work closely with the City and local organizations to ensure that these are areas where the scooters will be utilized, while not blocking any part of the public right-of-way. Please see here for Google Maps interactive link.



Made with high-quality materials and construction, the Max e-scooter is the latest and most up-to-date e-scooter that the industry offers, featuring a long-range swappable battery to minimize environmental impacts. Spin is determined to provide the latest technology to its riders in order to ensure safety, durability, and convenience. Spin's Max scooter is manufactured by Segway Ninebot and is certified for all applicable safety and equipment standards, including CE, UL, KBA, EMC, etc. In addition to proprietary anti-tampering features to prevent theft and vandalism, the Max e-scooter features a dual kickstand for increased stability when parked, dual suspension for smooth riding, and dual handbrakes for redundancy.



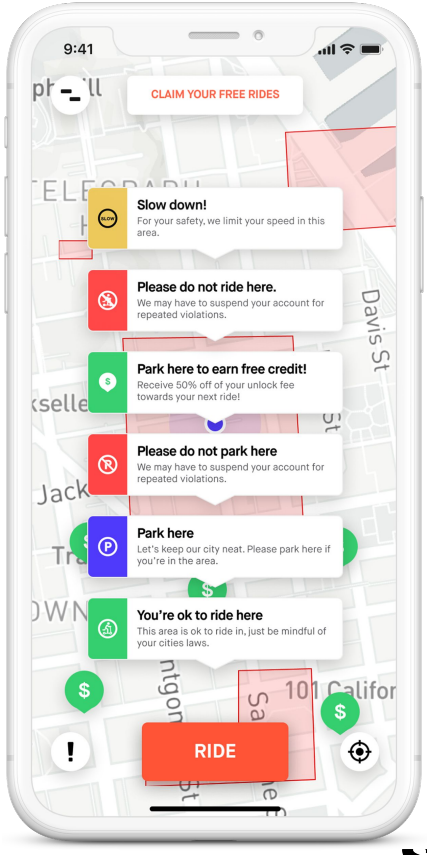
CONFIDENTIAL

Operations Team and Approach

No Park/No Ride Zone Messaging

GPS Technology and Geofencing

Spin is proud to have state of the art GPS and geofencing technology to ensure that users are riding and parking in zones approved by the City. **Spin is the only company to comply with geofencing requirements in many other cities in the US including San Diego and Phoenix.**



Incoming Complaints and Scooter Rebalancing

Spin's Customer Support team is 24/7 and based out of the United State to receive user and non-user questions, complaints, and reports. Once a inquiry is recorded, our Customer Support team work directly with our Operations team to ensure the issue is resolved.

In Salt Lake City, St. George and Boise, we have added a text line for improperly parked scooters. When the number is texted, it directly routes to our local Operations team who rebalances the scooter.



Operations Team and Approach

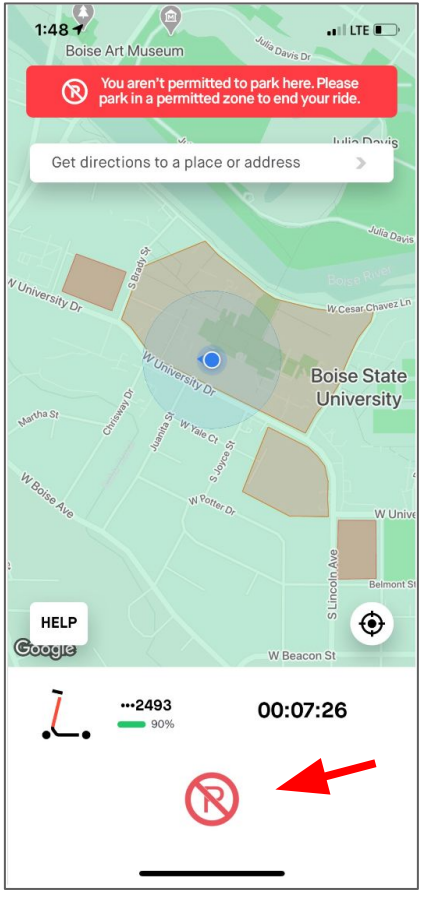
Geofencing Deep Dive

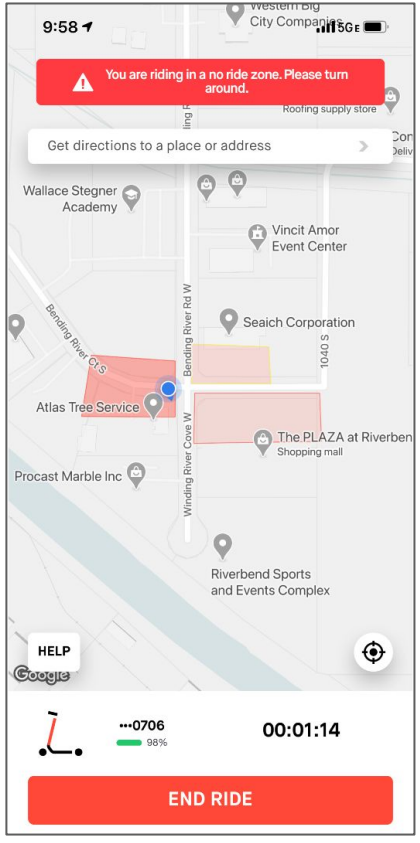
Reaction Time in Dismount Zones

- Spin vehicles report their location every second.
- Spin scooters and e-bikes consistently respond within 5 seconds of entering a geofenced zone, and often quicker.

Dynamic and Flexible

- **Ensures ability to achieve geofencing objective**
- Can edit and/or re-draw geofences within minutes which can follow regular reviews of geofencing efficacy
- Allows vehicles to respond to changing environments, i.e. protests and sporting events.





Spin's Inclusive Micro-Mobility Program

Community Outreach

User Education

Initiatives include:

- Alignment on education initiatives
- In-app education
- Digital outreach
- On-device education
- In-person events

In-Person Safety Campaign Offers Users:

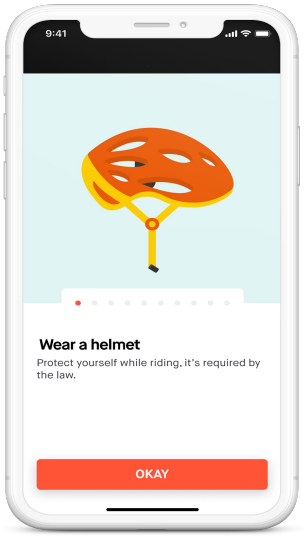
- Scooter safety demonstrations
- Helmet giveaways
- Opportunities to sign up for Spin Access, our low income program, in person

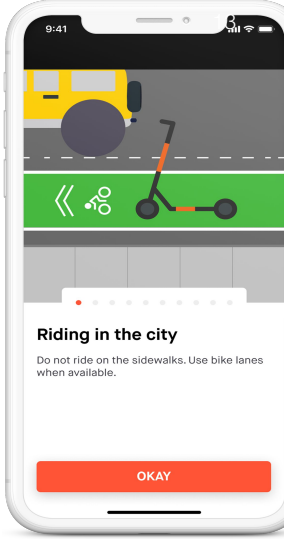


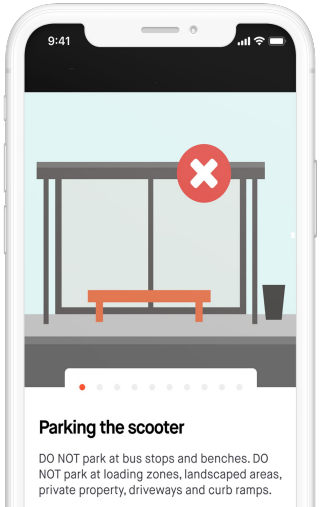
SPIN SAFE

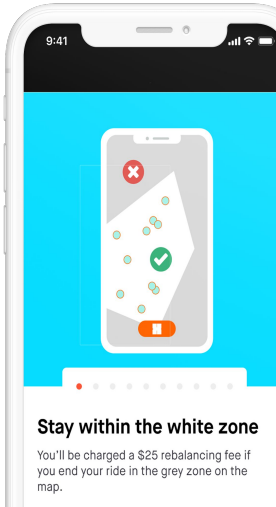
New Spin Safe **Digital Experience** Offers:

- Five short videos that give step-by-step instructions on how to safely use our vehicles
- Ability to distribute via city, campus, and community channels





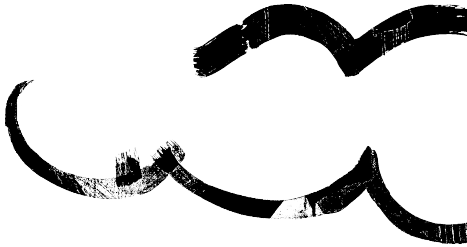




GET IN TOUCH

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General Manager
ado@spin.pm



COOPERATIVE AGREEMENT
BETWEEN SANTA CLARA, UTAH AND SPIN
FOR THE OPERATION OF ELECTRIC SCOOTERS
IN THE PUBLIC RIGHT OF WAY

This Agreement is made and entered into this 25th day of August, 2021 (the "**Effective Date**"), by and between Santa Clara, Utah, a constitutionally chartered Municipal corporation (hereinafter referred to as "**City**"), and Skinny Labs, Inc., a Delaware corporation, dba Spin (hereinafter referred to as "**Spin**") (each a "**Party**" and together the "**Parties**") in consideration of the promises and mutual covenants of the parties hereto, the City and Spin hereby enter into this Agreement, subject to the following terms and conditions:

Section 1. Purpose of Agreement. The City seeks to provide safe and affordable multimodal transportation options to City residents and visitors, reduce traffic congestion, and maximize carbon-free mobility. Spin is an operator of an electric scooter share program. The purpose of this Agreement is to provide for the operation of shared scooter services within the public sidewalks, roads, streets, avenues, boulevards, thoroughfares, and other pathways on City Property (the "**Right of Way**"), with the approval of the City, and provide micromobility transportation to the general public (the "**Service**").

Section 2. Term. This Agreement shall commence on the Effective Date and shall be effective for two (2) years from the Effective Date and shall be automatically renewed for up to three (3) successive one (1) year periods thereafter, unless either party provides written notice of nonrenewal at least sixty (60) days in advance of the end of then-current period (the "**Term**"). The Parties may enter into an amendment of this Agreement to extend the Term of the Agreement.

Section 3. Spin's Obligations. Spin agrees to:

(a) Performance of the Service. Spin shall perform the Service on the Right of Way consistent with applicable law and in a professional and workmanlike manner in accordance with the prevailing industry standards applicable in Spin's industry.

(b) Per Trip Fee. Spin will document all successfully completed trips and pay the City $0.15 (fifteen cents) for each, payable electronically (via ACH to an account designated by the City) on a quarterly basis.

(c) Reporting Requirements.

(i) Performance Report. Following the end of each calendar year, Spin will provide an annual report of Spin's operations pursuant to this Agreement.

(ii) Records. Spin shall maintain all its books, documents and records relating to this Agreement for the preceding calendar year. The books, documents and records shall be made available to the City at Spin's corporate office after Spin receives a written request therefor; provided, however, in the event such information is available in electronic form, then Spin shall provide such books, documents and records to the City electronically so that the employees of the City are not required to travel to Spin's corporate office; provided, further, Spin shall not be required to disclose any documents or records which are subject to any federal, state and local

laws, ordinances and regulations that may restrict disclosure of personal information.

(d) Registration Fees and Related Financial Matters. Unless otherwise provided herein, Spin is solely responsible for paying any necessary licensing, permitting, or registration fees that may be necessary to comply with the City's ordinances or other law.

Section 4. City's Obligations.

(a) Access and Assistance. The City hereby grants Spin access to the City's infrastructure and services set forth in this Agreement in order for Spin to provide the Services. However, in no event is the City to assume any active role or responsibility for the operations of the Service(s), which shall remain entirely with Spin, nor shall the City be financially responsible for providing the Service(s).

(b) Use of Right of Way. The City hereby grants to Spin, its representatives, employees, consultants and contractors and users of the Spin Scooters, an exclusive right and license to access, travel, cross, and/or otherwise use the Right of Way to perform the Services described in in this Agreement. In furtherance of the foregoing, the City grants to Spin a non-exclusive right of ingress and egress over and across any and all City-owned property as is reasonably necessary to access Spin Scooters for the purposes set forth in this Agreement. The grant of this license shall not constitute a conveyance of any interest in the Right of Way. Notwithstanding the foregoing, Spin Services shall in no way materially interfere with pedestrian traffic.

(c) Exclusivity. During the Term of this Agreement, the City agrees that Spin shall be the only micromobility service with the right to use the Right of Way within the city limits of the City. As used herein, the term "micromobility service" means an electric scooter share program, which includes, without limitation, the provision, deployment, management, operation, maintenance, parking and other use of electric scooters. For the avoidance of doubt, Spin shall only conduct maintenance on Spin Scooters in the public Right of Way in the event such is necessary for the protection of life and safety or such maintenance is of a nature that is routine and does not negatively impact or interfere with the regular use of the Right of Way, such as simple tightening of screws or bolts.

Section 5. Dangerous Conditions. The Parties shall take all necessary precautions so as not to suffer or permit any unreasonably dangerous condition to pedestrians and/or motorists to be created, exist or continue. In the event City declares an unreasonably dangerous condition to exist due to Spin's negligence or intentional misconduct in the operation of the Services pursuant to this Agreement, Spin shall use prudent efforts under the circumstances and without delay to abate such unreasonably dangerous condition caused by Spin.

Section 6. Notices. Each notice required or permitted to be given under this Agreement by either party to the other shall be given in writing and delivered to the address specified below by one of the following methods: (a) by hand delivery for which receipt is acknowledged in writing, (b) by a nationally recognized overnight courier marked for overnight delivery, or (c) by United States registered or certified mail, return receipt requested, postage prepaid. Notices shall be deemed given when received (or receipt refused) in the case of hand delivery, one (1) business day after the Notice is deposited with a courier service for delivery on the following business day in the case

of overnight service, and the first date of attempted delivery in the case of registered or certified mail. The Parties address(es) for notice purposes are as follows:

City: Santa Clara

_____
Santa Clara, Utah _____
Attn:_____

Spin: Skinny Labs, Inc.
450 Mission St. 400
San Francisco, CA
Attn: Legal Department

with a copy to:

Ford Motor Land Development Corporation
330 Town Center Drive, Ste 1100
Dearborn, MI 48126
Attn: Vice President – Corporate Real Estate

By notice to the other, either party may change its address(es) for notice purposes.

Section 7. General Indemnification. Spin shall defend, indemnify, and hold harmless City and any of its agencies, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from the negligence or intentional misconduct of Spin or Spin's employees, agents, or contractors or any breach of this Agreement by Spin. Spin shall be released from its obligations under this section if the loss or damage was caused by the willful misconduct or negligence of the City or City's employees, agents, or contractors.

Section 8. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY: (A) SPIN SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ARISING FROM LOSS OF USE, LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF; AND (B) SPIN'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF SHALL NOT EXCEED THE EXCESS OF $50,000 OR THE ACTUAL COSTS INCURRED BY THE CITY; PROVIDED, HOWEVER, IN NO EVENT SHALL SUCH LIMITATION AFFECT ANY RECOVERY UNDER THE INSURANCE REQUIRED TO BE MAINTAINED BY SPIN PURSUANT TO THIS AGREMEEMENT, IN EACH OF THE FOREGOING CASES (A) AND (B), REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM CONTRACT, INDEMNIFICATION, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER SPIN HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH LOSS OR DAMAGE. THE PARTIES AGREE THAT THIS SECTION REPRESENTS A REASONABLE ALLOCATION OF RISK AND THAT SPIN WOULD NOT PROCEED IN THE ABSENCE OF SUCH ALLOCATION.

Section 9. Insurance. Spin shall procure and maintain, and shall require its Contractors to procure and maintain, in effect throughout the duration of this Agreement, insurance coverage not less than the types and amounts specified below. Spin shall ensure that City is named as an additional insured.

(a) Commercial General Liability Insurance on a primary and non-contributory basis, insuring Spin and naming the City as an additional insured, covering, without limitation, any liability for bodily injury, personal injury, including death, and property damage arising out of Spin's operations, acts, omissions, assumed liabilities or use of the property, with coverage of not less than One Million Dollars ($1,000,000) per occurrence, Three Million Dollars ($3,000,000) general aggregate.

(b) Worker's Compensation Insurance in amounts required by applicable law.

(c) Automobile Liability Insurance covering hire and non-owned vehicles with limits of not less than one million dollars ($1,000,000) combined single limit per occurrence.

(d) Spin shall deliver to City, upon request, properly completed certificates of insurance or other evidence that the required insurance is in full force and effect, in a form acceptable to City. The receipt or acceptance of a certificate of insurance that does not incorporate the required terms and coverage shall not constitute a waiver by City of the insurance requirements contained in this Agreement.

(e) The Commercial General Liability Insurance and Automobile Liability Insurance required to be purchased and maintained by Spin under this Agreement will contain waiver of subrogation provision to City.

(f) Spin shall provide the City with prompt written notice of any cancellation, termination, material change or lapse of insurance required to be carried by Spin under this Agreement. Regardless of any approval by City, it is the responsibility of Spin to ensure that the required insurance coverage is procured and maintained in effect at all times. In the event Spin fails to ensure that the required insurance is procured and maintained in effect, or that City is named as an additional insured as required, City may order that the Services stop and, upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

Section 10. Independent Contractors. Spin and its Contractors are independent contractors in relations to the City, and are not City's agents. Spin and its Contractors have no authority to take any action or execute any documents on behalf of City except as specifically provided for in this Agreement.

Section 11. Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Utah. The parties submit to the jurisdiction of the courts of the State of Utah and waive venue.

Section 12. Compliance with Laws. Spin and its Contractors shall comply with all federal, state and local laws, ordinances and regulations.

Section 13. Default and Remedies. If Spin shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance and invoke any other legal or equitable remedy after giving Spin written notice of such default or breach with reasonable specificity and description of the circumstances of such default or breach and ten (10) days to correct such default or breach; provided, however, in the event that Spin begins performing this obligation to correct such default or breach within ten (10) days after City notifies Spin of this failure, but it will reasonably take more than ten (10) days to complete performing the obligation, then Spin will have a reasonable amount of additional time to complete performing the obligation. Notwithstanding the foregoing, Spin's obligation with regards to indemnification as provided in Section 7 of this Agreement shall survive the expiration or termination of this Agreement with regards to any claims arising during such time as this Agreement was in effect.

Section 14. Waiver. No consent or waiver, express or implied, by any party to this Agreement or any breach or default by any other party in the performance of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance of the same or any other obligations hereunder. Failure on the part of any party to complain of any act or failure to act or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. The Parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise any and all of their rights and remedies under this Agreement irrespective of any waiver granted.

Section 15. Governmental Immunity. The City is a governmental entity under the Utah Code Annotated Section 63G-7-102 Governmental Immunity Act of Utah and nothing in this Agreement shall be deemed or construed as a waiver by the City of any of the immunities, rights, defenses or protections provided therein.

Section 16. Entire Agreement; Modification. This Agreement constitutes the full and complete understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings or agreements whether oral or in writing. This Agreement may not be amended except by an instrument in writing signed by all the Parties hereto.

Section 17. Headings; Construction of Agreement. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Section 18. Severability of Provisions. Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could

have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Section 19. Assignment. Spin may not assign or transfer any part or all of their obligations or interests under this Agreement without City's prior written approval. Spin shall notify City, in writing, at least (30) days prior to any proposed assignment or transfer and shall provide with that notice, the proposed assignee's or transferee's written acceptance of the terms and conditions of this Agreement. Spin shall not be released from its obligations under this Agreement unless and until such time as it is released, in writing, by the City.

Section 20. Conflicts of Interest. Spin certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Spin or its contractors under this Agreement.

Section 21. No Partnership. It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement.

Section 21. Further Acts. The Parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to fulfill the terms and conditions of this Agreement.

Section 23. Cooperation. The Parties shall cooperate in the implementation and performance of the acts, undertakings and obligations as set forth in this Agreement.

Section 24. Binding Effect. This Agreement shall be binding upon the Parties hereto and upon their assigns, transferees and successors in interest.

Section 25. Representations. The Parties certify that they have the power and authority to execute and deliver this Agreement and to perform this Agreement in accordance with its terms.

Section 26. OFAC. The City represents and warrants that neither it nor any of its employees is a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order or other governmental action.

Section 27. Anti-Bribery/Corruption. The Parties agree that: (i) Each Party shall comply and ensure that its employees, representatives, subcontractors and agents comply with and perform all their obligations under this Agreement in accordance with the U.S. Foreign Corrupt Practices Act, UK Bribery Act 2010, and applicable local law; (ii) Each Party agrees to maintain in place throughout the term of this Agreement policies and procedures to ensure compliance with the U.S. Foreign Corrupt Practices Act, UK Bribery Act 2010, and applicable local law; (iii) If either Party learns of or has reason to know of any payment, offer or agreement relating to this Agreement that

is contemplated or that has occurred and that represents or could represent a violation of the U.S. Foreign Corrupt Practices Act, UK Bribery Act 2010, and applicable local law, it shall immediately so advise the Company in writing; (iv) Each Party shall be permitted to take reasonable steps to avoid, mitigate or investigate any actual or potential violation of the U.S. Foreign Corrupt Practices Act, UK Bribery Act 2010, and applicable local law. Each Party agrees to cooperate with the other as it exercises its rights under this Section; (v) Each Party may disclose this Agreement and any information that it obtains hereunder to any government agency or regulatory authority, or other persons that it reasonably determines, have a need for such information in connection with the U.S. Foreign Corrupt Practices Act, UK Bribery Act 2010, and applicable local law; (vi) Each Party shall promptly notify the other upon learning or forming a reasonable belief that it, directly or through any agent or service provider, made or received any payment, offer or agreement in connection with this Agreement that is punishable under the U.S. Foreign Corrupt Practices Act, UK Bribery Act 2010, and applicable local law; and (vii) Each Party shall ensure that all persons associated with it or performing services or providing goods in connection with this Agreement comply with this Section.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first indicated above.

City:

Santa Clara, Utah

By: _____
Name: Rick Rosenberg
Title: Mayor

Approved as to form:

_____
Matt Ence, City Attorney

Spin:

Skinny Labs Inc.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Exhibit A

Approved Location(s)

(to be added upon mutual agreement of the Parties)

REQUEST FOR ACTION

AGENDA ITEM 2

City Council August 25, 2021

APPLICANT: Santa Clara City

SUBJECT:

Review and approve a proposed code amendment to the Santa Clara City Code, Title 17, Section 17.68.40 Planned Development Standards and Requirements to add a section to establish density equivalents for Assisted Living facilities and approve Ordinance 2021-09.

BACKGROUND DESCRIPTION:

Temp Ordinance adopted by City Council on February 24, 2021, Ord # 2021-04 adopted this proposed amendment on a temporary 6 month basis and now Planning Commission recommends the amendment be added as a permanent amendment to the Zoning ordinance.

Proposed Recommendation

Approval

Cost

0.00

Approved by Legal Department

Yes

Approved in Budget

Yes

Approved by City Finance Department

Yes

Amount

0.00

Requested By

Selena Nez

File Upload Attachments

https://sccity.org/wp-content/uploads/formidable/41/CC-rpt-for-8-25-21-amendment-to-PD-zone-17.68.40-to-add-density-equivalance-for-AL.pdf

CC agenda report for 8/25/21; Consider approval of a proposed amendment to Santa Clara City Code, Title 17 Zoning, section 17.68.40. Planned Development Standards & Requirements to add a new section to **establish density equivalents** for Assisted Living facilities. (from temp ordinance adopted by the CC on 2/24/21, Ord # 2021-04)

Background: In February 2021, the City Council adopted this proposed amendment on a temporary (6 month) basis, and now the PC recommends the amendment be added as a permanent amendment to the Zoning ordinance. The PC held a public hearing on 8/12/21 but no public comments were received.

The Zoning code section 17.68.020 Allowed Uses in the Planned Development Zones lists Assisted Living or independent living care as a Permitted use in a PD-Residential zone and a Conditional Use in a PD-Commercial zone. Density limits are set at 8 dwelling units per acre in the PD-R zone but can be increased up to 12 dwelling units per acre under the Density Bonus provisions in the PD zone code. The density limit in a PD-Commercial zone is 12 dwelling units / acre for a horizontal mixed-use project and is flexible for a vertical mixed-use project (ie, residential and commercial combined in the same building); the density is as approved by the Planning Commission and City Council. Note that gross residential density is simply the number of dwelling units in one acre.

PC Recommendation: The PC recommends approval of the proposed code amendment stated below.

Proposed Code amendment to Title 17 Zoning, Chapter 68 Planned Development Zones, new section 17.68.40: Planned Development Standards and Requirements

H. DENSITY EQUIVALANCY FOR ASSISTED LIVING and/or INDEPENDENT CARE FACILITIES.

1. For living units wherein **each unit has its own cooking facilities**, each such unit shall be considered as equivalent to a standard residential dwelling unit for the purpose of calculating the facility's overall density.
2. For living **units without their own cooking facilities** (ie, where meals are primarily served at, or delivered to each unit from, a central dining facility) two (2) of such units shall be considered the equivalent of one (1)

standard residential dwelling unit for the purpose of calculating the facility's overall density

3. For purposes of this regulation, if a unit has only a microwave, a small capacity refrigerator, a sink, or some combination of the three, such amenities will not be considered "cooking facilities", provided meals for the residents of such unit are primarily served at, or delivered to each unit from a central dining facility.

CITY OF SANTA CLARA, UTAH
ORDINANCE NO. 2021-09

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SANTA CLARA UTAH BY AMENDING TITLE 17, CHAPTER 68 "PLANNED DEVELOPMENT ZONES" BY ADDING A NEW SECTION to 17.68.040; "PLANNED DEVELOPMENT STANDARDS AND REQUIREMENTS" AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is important to update the City's code from time to time to remain relevant and reflective of the ever-changing operating environment of the City; and

WHEREAS, it is proposed to amend Title 17, Zoning, Chapter 68 "Planned Development Zones", and add a new section to 17.68.040: "Planned Development Standards and Requirements", and

WHEREAS, the proposed new section will be added as H, 1-3, "Density Equivalency for Assisted Living and /or Independent Care Facilities", and

WHEREAS, the Planning Commission during their regular meeting held a Public Hearing on August 12, 2021, and motioned to recommend approval to the City Council the proposed Code Amendment to Title 17; Section 17.68.040 "Planned Development Standards and Requirements", and

WHEREAS, in accordance with the requirements of the UCA 10-9a-302, the Planning Commission of Santa Clara City forwarded its recommendation to the City Council as of August 25, 2021 regarding proposed changes to Title 17, Section 17.68.040 "Planned Development Standards and Requirements", and

WHEREAS, the legislative body of the City of Santa Clara reviewed the recommendation of the Planning Commission and acted on the proposed Ordinance Amendment on August 25, 2021, and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Santa Clara, Utah, that Title 17 Section 17.68.040, "Planned Development Standards and Requirements", and be added to the Zoning Chapter of the Santa Clara Municipal Code are amended to read as follows:

SECTION 1. Amendment:

CHAPTER 17.68.040
Planned Development Standards and Requirements

H. DENSITY EQUIVALANCY FOR ASSISTED LIVING and/or INDEPENDENT CARE FACILITIES.

1. For living units wherein **each unit has its own cooking facilities**, each such unit shall be considered as equivalent to a standard residential dwelling unit for the purpose of calculating the facility's overall density.
2. For living **units without their own cooking facilities** (ie, where meals are primarily served at, or delivered to each unit from, a central dining facility) two (2) of such units shall be considered the equivalent of one (1) standard residential dwelling unit for the purpose of calculating the facility's overall density
3. For purposes of this regulation, if a unit has only a microwave, a small capacity refrigerator, a sink, or some combination of the three, such amenities will not be considered "cooking facilities", provided meals for the residents of such unit are primarily served at, or delivered to each unit from a central dining facility.

SECTION 2. Effective Date:
This Ordinance shall become effective immediately upon adoption, recording and posting in the manner prescribed by law.

ADOPTED and approved by a duly constituted quorum of the City Council of the City of Santa Clara, Utah this 25th day of August 2021.

IN WITNESS, THERETO:

_____
RICK ROSENBERG, Mayor

ATTEST:

_____
CHRIS SHELLEY, City Recorder

REQUEST FOR ACTION

AGENDA ITEM 3

City Council August 25, 2021

APPLICANT: Curtis Anderson

SUBJECT:

Request review and approval of a Preliminary and Final Plat for Arrowhead Estates Subdivision located at approximately 2541 Arrowhead Trail Drive and consider approval of an exception to the Subdivision standards for reduced width of parcel.

BACKGROUND DESCRIPTION:

The applicant proposes 3 single family lots ranging in size from over 10,000 sq ft to 17,192 sq ft. Two lots will front on Vineyard Drive and lot #3 is a flag lot with a proposed 20' private driveway located between lots 1 and 2.

Proposed Recommendation

Approval

Cost

Survey cost/Engineering Fees for Review

Approved by Legal Department

Yes

Approved in Budget

Yes

Approved by City Finance Department

Yes

Amount

N/A

Requested By

Selena Nez

File Upload Attachments

https://sccity.org/wp-content/uploads/formidable/41/CC-agenda-rpt-8-25-21-Prelim-Final-plat-Arrowhead-Estates-subdivision.pdf, https://sccity.org/wp-content/uploads/formidable/41/kyle-santa-clara.pdf, https://sccity.org/wp-content/uploads/formidable/41/2b.ARROWHEAD-Estates-PRELIMINARY-PLAT.pdf, https://sccity.org/wp-content/uploads/formidable/41/2c.Arrowhead-Estates-Final-Plat-Application.pdf, https://sccity.org/wp-content/uploads/formidable/41/2d.ARROWHEAD-ESTATES-FINAL-PLAT-MAP-PLAT-2.pdf

City Council agenda report for 8/25/21; Preliminary & Final Plats for Arrowhead Estates subdivision located at approximately 2451 Arrowhead Trail Drive and consider a request for an exception to subdivision standards for reduced width of parcel.

Zone: R-1-10
Acres: 0.928 acres
Applicant: Curtis Anderson, property owner
Project Engineer: LR Pope Engineers
Project location: approximately 2451 Vineyard Drive
of lots: 3 lots (1 of which is a flag lot)

Project: The applicant proposes 3 single family lots ranging in size from just over 10,000 sq ft to 17,192 sq ft. Two lots will front on Vineyard Drive, and Lot #3 is a flag lot with a proposed 20' private driveway located between lots 1 & 2. New asphalt (road widening) and new curb, gutter and sidewalk will be installed with other improvements. Each lot has a designed retention pond to control storm runoff. The subdivision proposes a 6' high block wall around the perimeter of the subdivision, in places where a block wall does not presently exist.

The applicant is requesting approval for both the preliminary and final plats, and an exception under section 16.04.040 of the Subdivision ordinance to allow for reduced lot widths and a 20' wide flag-lot stem / private driveway.

Background & Issues:

1. In 2019 the city approved a 4-lot subdivision for this property subject to all 4 lots being at least 10,000 sq ft in area (ie, meet R-1-10 lot size requirement). After that conditional plat approval the parcel size was the subject of a lawsuit with the adjoining property owners. The result of that lawsuit, as staff understands, was the property frontage on Arrowhead Trail Drive was reduced by approximately 9' +/-, and that 9' was transferred to the adjoining property owners. The subject property narrowed from approximately 169' to just over 160' +/-.
2. The subdivision ordinance (16.24.080:E.2) requires that the stem portion of a flag lot be a minimum width of 25' and the present plan shows a stem & private drive of 20' in width. Also the stem portion cannot exceed 200' in length and the proposed length is 171'.
2. The Zoning ordinance requires a minimum lot frontage of 80' width, and the proposed two lots fronting Vineyard Drive are 70' wide. The private drive between the lots is 20' wide.

Possible options; would require a variance or special exception;

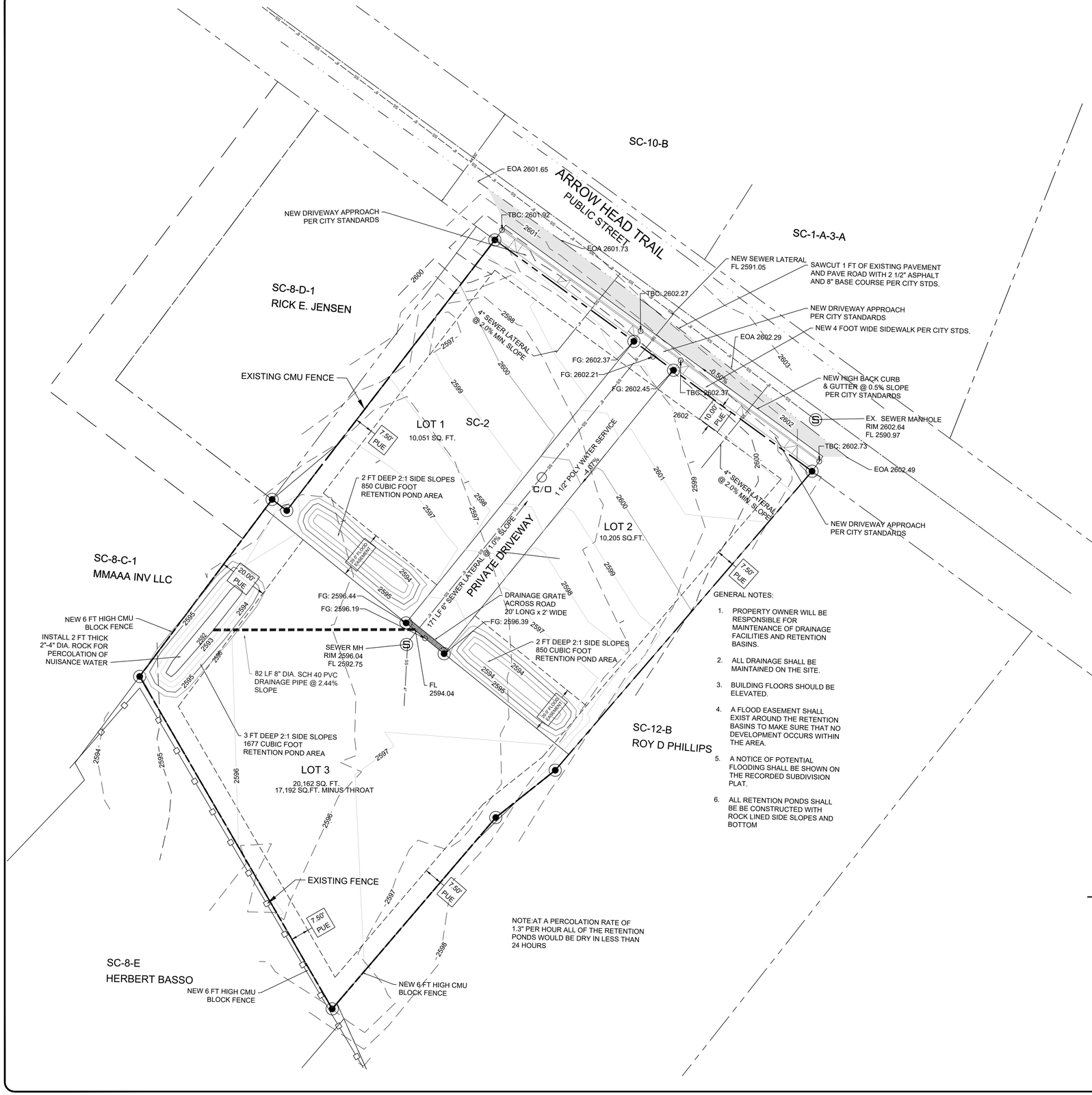
1. As a result of the lawsuit, the property frontage has been reduced to approximately 160'+ wide, enough for two 80' wide lots which meet the R-1-10 standard. The flag lot with a 20' or 25' wide stem and private drive could be provided through an easement over the two

fronting lots, (exception would be needed for a 20’ wide stem rather than a 25’ wide stem).
OR

2. A variance / exception under section 16.04.040 could be approved by the PC & CC for the proposed lot widths of 70’, along with the narrower stem & private drive of 20’ instead of 25’ wide stem. Note on the previous approved 4-lot plat the lot frontages were 72’, so this would be a reduction of 2’ width for each of the two front lots.

Recommendation: Either option 1 or 2 above would resolve the problem. Option #2 which is the applicant’s preferred option seems to be the best solution, **and staff recommends Option #2.**

PC Recommendation: The PC recommends approval of both the preliminary and final plats, and also an exception to allow for the narrower lot frontages (70’ each) and the 20’ wide flag lot stem. The PC also recommends that a note be added to the final plat noting the exception for the front lot widths and 20’ wide flag lot stem.



NOTE:AT A PERCOLATION RATE OF 1.3" PER HOUR ALL OF THE RETENTION PONDS WOULD BE DRY IN LESS THAN 24 HOURS

GENERAL NOTES:

1. PROPERTY OWNER WILL BE RESPONSIBLE FOR MAINTENANCE OF DRAINAGE FACILITIES AND RETENTION BASINS.
2. ALL DRAINAGE SHALL BE MAINTAINED ON THE SITE.
3. BUILDING FLOORS SHOULD BE ELEVATED.
4. A FLOOD EASEMENT SHALL EXIST AROUND THE RETENTION BASINS TO MAKE SURE THAT NO DEVELOPMENT OCCURS WITHIN THE AREA.
5. A NOTICE OF POTENTIAL FLOODING SHALL BE SHOWN ON THE RECORDED SUBDIVISION PLAT.
6. ALL RETENTION PONDS SHALL BE BE CONSTRUCTED WITH ROCK LINED SIDE SLOPES AND BOTTOM

LEGEND

PAVEMENT / SURFACES

NEW ASPHALT

ELEVATIONS

2972.29 TC	NEW TOP BACK OF CURB ELEVATION (UNLESS NOTED)
2972.29 EX	EXISTING TOP BACK OF CURB ELEVATION
PAD: 2983.50	FINISH PAD ELEVATION
UL: 2993.50	UPPER LEVEL PAD ELEV.
LL: 2983.50	LOWER LEVEL PAD ELEV.

SLOPES & CONTOURS

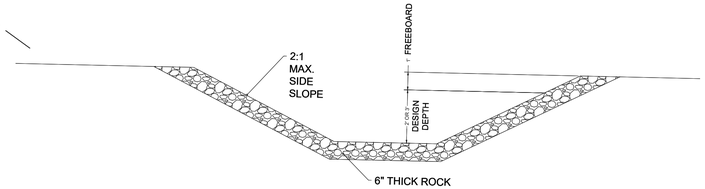
4.00%	GRADE SLOPE TAG (SLOPE AS NOTED)
	DIRECTION OF DRAINAGE FLOW
2618	EXISTING CONTOUR
2620	FINISH CONTOUR

NORTH

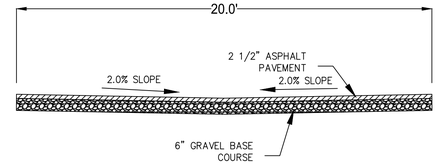
GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.



RETENTION POND DETAIL



PRIVATE DRIVEWAY TYPICAL SECTION

OWNER-DEVELOPER
CONTACT PERSON
CURTIS ANDERSON
722 E 1070 S
ST. GEORGE, UTAH 84770
(435) 6632-8899

NO.	DATE	BY	APP'D	REVISION DESCRIPTION

STATE OF UTAH
LICENSED PROFESSIONAL ENGINEER
333069
LLOYD RIED POPE
7-4-21
PROFESSIONAL ENGINEER

L. R. POPE ENGINEERING INC.
STRUCTURAL ENGINEERS, CIVIL ENGINEERS & SURVEYORS
1345 EAST 100 SOUTH SUITE 15-B
ST. GEORGE, UTAH
(PHONE) 435-628-1878
(FAX) 435-628-1879
(EMAIL) lrpope@hotmail.com

ALL DRAWINGS, SPECIFICATIONS, DESIGNS & IDEAS AS AN INSTRUMENT OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF L. R. POPE ENGINEERING INC. AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF L. R. POPE ENGINEERING INC. ANY REPRODUCTION OF THESE PLANS WITHOUT THE WRITTEN CONSENT OF L. R. POPE ENGINEERING INC. IS PROHIBITED.

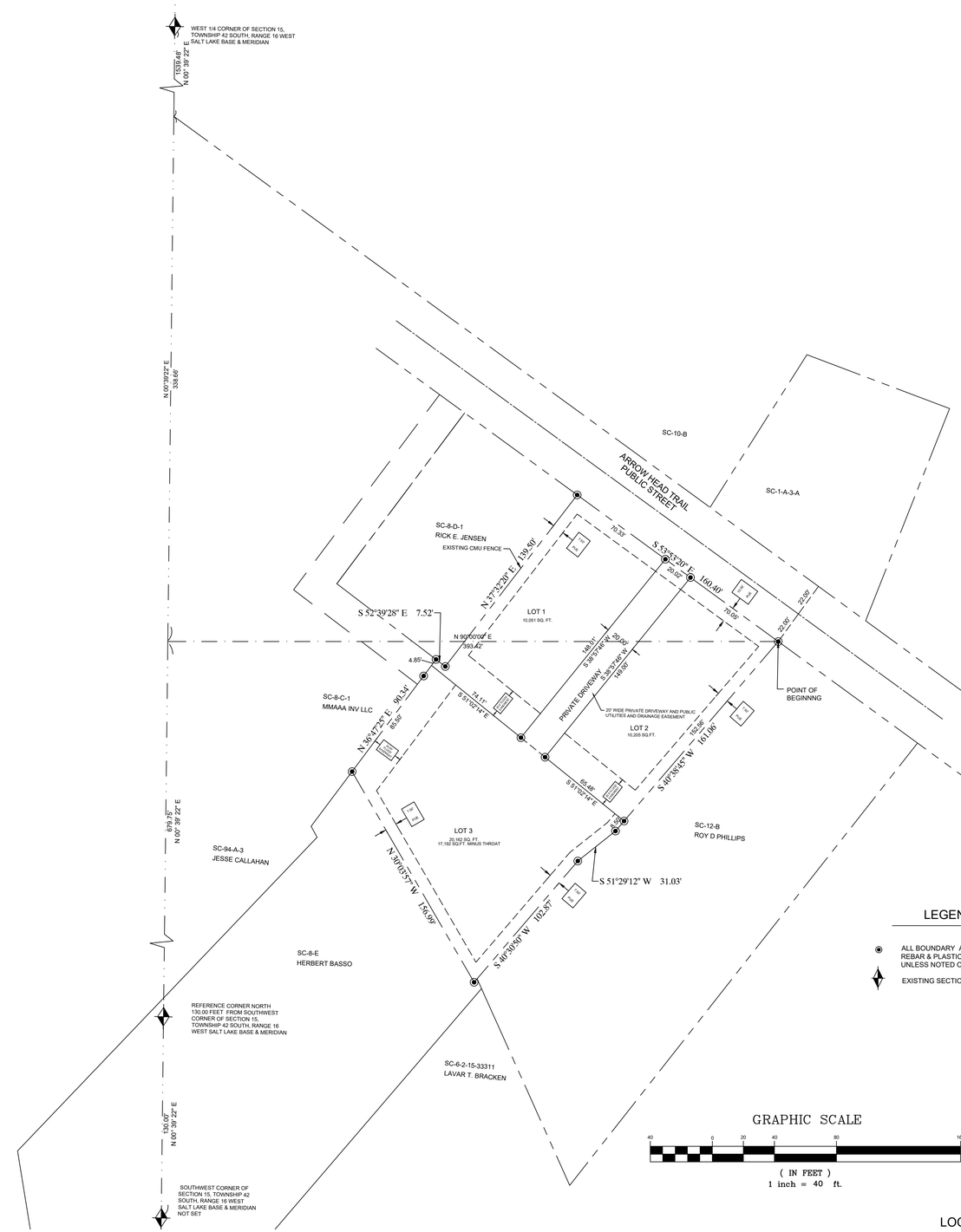
CURTIS ANDERSON

ARROWHEAD TRAIL SUBDIVISION

PRELIMINARY PLAT

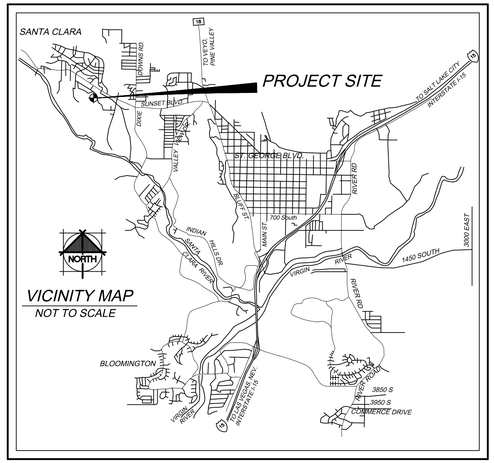
LOCATED IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SLB&M

DESIGN BY	LRP
DATE	7-4-21
FILE NAME	CURTIS ANDERSON
24" x 36"	SCALE 1" = 20'
12" x 18"	SCALE 1" = 40'
SHEET NUMBER	PRE



LEGEND

- ALL BOUNDARY AND LOT CORNERS TO BE SET WITH 5/8" REBAR & PLASTIC CAP-LS #153069 UNLESS NOTED OTHERWISE
- EXISTING SECTIONAL MONUMENTATION



SETBACK REQUIREMENTS

FRONT SETBACKS	25 FOOT
SIDE SETBACKS	10 FOOT
REAR SETBACKS	10 FOOT

GENERAL NOTES AND RESTRICTIONS

1. BY RECORDING THIS SUBDIVISION PLAT, EASEMENTS ARE HEREBY GRANTED WITHIN THE PRIVATE DRIVE WITHIN THIS SUBDIVISION FOR THE INSTALLATION, ACCESS, MAINTENANCE, AND REPAIR OF ALL UTILITIES INCLUDING NATURAL GAS, CABLE TV, TELEPHONE, WATER, POWER, SEWER, AND DRAINAGE IMPROVEMENTS. A 10.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT SHALL EXIST ALONG THE PUBLIC STREET FRONTAGE AND 7.5 FOOT ALONG THE EAST, SOUTH AND WEST BOUNDARY LINES.

2. ALL POWER, SEWER AND WATER IMPROVEMENTS ARE PUBLIC AND MAINTAINED BY ROCKY MOUNTAIN POWER AND THE CITY OF SANTA CLARA RESPECTIVELY, UP TO AND INCLUDING THE METERS. ALL FIRE HYDRANTS AND THEIR APPURTENANCES WITHIN THIS SUBDIVISION ARE PUBLIC AND ARE MAINTAINED BY THE CITY OF SANTA CLARA. FIRE LINES TO BUILDINGS ARE PRIVATE AND SHALL BE MAINTAINED BY THE ASSOCIATION.

3. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY AGEC. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, SOILS AND EXTERIOR FLAT WORK ARE COMPILED IN A REPORT PROJECT NO.18287 DATED SEPTEMBER 5, 2018. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF SANTA CLARA. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS SPECIFIC RECOMMENDATIONS AS SPECIAL CONSIDERATIONS MAY BE REQUIRED FOR STRUCTURES AND LANDSCAPING

4. ALL BEARINGS ARE SANTA CLARA H.C.N. GRID BEARINGS AND ALL DISTANCES ON PLAT ARE GROUND DISTANCES UNLESS NOTED OTHERWISE.

SURVEYOR'S CERTIFICATE

I, LLOYD RIED POPE, HEREBY CERTIFY THAT I AM A PROFESSIONAL ENGINEER AND REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE OF REGISTRATION # 153069 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, EASEMENTS AND PRIVATE DRIVE TO BE KNOWN AS:

ARROWHEAD ESTATES

AND THAT THE SAME HAS BEEN CORRECTLY STAKED ON THE GROUND AS SHOWN ON THIS PLAT

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF ARROWHEAD DRIVE, SAID POINT BEING NORTH 0°39'22" East 809.75 FEET ALONG THE SECTION LINE AND NORTH 90°00'00" EAST 393.42 FEET FROM THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDAIN AND RUNNING THENCE SOUTH 40°38'45" WEST 161.06 FEET; THENCE SOUTH 51°29'12" WEST 31.03 FEET; THENCE SOUTH 40°30'50" WEST 102.87 FEET TO AN EXISTING FENCE; THENCE NORTH 30°03'57" West 156.99 FEET ALONG SAID FENCE AND THE EXTENSION THEREOF; THENCE NORTH 36°47'25" EAST 90.34 FEET; THENCE SOUTH 52°39'28" EAST 7.52 FEET; THENCE NORTH 37°32'20" EAST 139.50 FEET TO THE SOUTHERLY LINE OF ARROWHEAD DRIVE; THENCE SOUTH 53°53'20" EAST 139.50 FEET ALONG THE SOUTHERLY LINE OF ARROWHEAD DRIVE TO THE POINT OF BEGINNING.

CONTAINING 0.928 ACRES

3/11/2021
DATE:

LLOYD RIED POPE-PROFESSIONAL ENGINEER AND
REGISTERED LAND SURVEYOR NO. 153069

STATE OF UTAH
153069
LLOYD RIED POPE
REGISTERED LAND SURVEYOR

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, EASEMENTS AND PRIVATE DRIVE TO BE HEREAFTER KNOWN AS:

ARROWHEAD ESTATES

DO HEREBY DEDICATE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF DEDICATION AS MORE FULLY PROVIDED IN THE "DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS" APPLICABLE TO THE ARROWHEAD ESTATES AND RECORDED CONCURRENTLY WITH THE PLAT, SAID DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE A PART OF THIS PLAT. REFERENCE IS MADE TO SAID DECLARATION FOR DETAILS CONSIDERING THE RIGHTS AND OBLIGATIONS OF PARTIES HAVING OR ACQUIRING AN INTEREST IN THIS DEVELOPMENT. FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNER HEREBY DEDICATES AND CONVEYS TO THE CITY OF SANTA CLARA, EASEMENTS OVER ON, UNDER, AND ACROSS THE PRIVATE DRIVE AND THE ALONG THE STREET FRONTAGE AND THE EAST, SOUTH AND WEST BOUNDARY LINES AS SHOWN ON THE PLAT FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE FACILITIES. THE UNDERSIGNED OWNER DOES HEREBY WARRANT TO THE CITY OF SANTA CLARA AND ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO USE ALL EASEMENTS GRANTED HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS.

LANDON ANDERSON-MANAGING MEMBER
ARROWHEAD TRAIL PROPERTIES LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS___DAY OF_____, 2021, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, LANDON ANDERSON , WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE MANAGING MEMBER OF ARROWHEAD TRAIL PROPERTIES LLC AND THAT HE EXECUTED THE FOREGOING OWNERS DEDICATION IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF ARROWHEAD TRAIL PROPERTIES LLC, AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC-WASHINGTON COUNTY

NOTARY PUBLIC FULL NAME _____
COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____

A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP NOT REQUIRED IF ABOVE INFO
IS PROVIDED PER UTAH CODE 46-1-16

1240 EAST 100 SOUTH SUITE 15-B
SANTA CLARA, UTAH 84765
(PHONE) 435-628-1676
(EMAIL) lrpope@lrpope.com
L. R. POPE ENGINEERING INC.
STRUCTURAL ENGINEERS, CIVIL ENGINEERS & SURVEYORS

ARROWHEAD ESTATES SUBDIVISION

LOCATED IN THE SOUTH CORNER OF SECTION 15 TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN

SHEET 1 OF 1

APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR

I, COMMUNITY DEVELOPMENT DIRECTOR FOR THE CITY OF SANTA CLARA, HAVE THIS THE ____ DAY OF _____, A.D. 2021, REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND RECOMMENDED THE SAME FOR ACCEPTANCE BY THE CITY OF SANTA CLARA, UT.

COMMUNITY DEVELOPMENT DIRECTOR
CITY OF SANTA CLARA

ENGINEER'S APPROVAL

THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS ____ DAY OF _____ ,A.D. 2021.

ENGINEER
CITY OF SANTA CLARA

APPROVAL AS TO FORM

APPROVED AS TO FORM, THIS THE ____ DAY OF_____, A.D. 2021.

CITY ATTORNEY
CITY OF SANTA CLARA

APPROVAL OF THE PLANNING COMMISSION

ON THIS THE____DAY OF_____ , A.D. 2021, THE PLANNING COMMISSION OF THE CITY OF SANTA CLARA, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF SANTA CLARA, UT.

CHAIRMAN PLANNING COMMISSION
CITY OF SANTA CLARA

APPROVAL AND ACCEPTANCE BY SANTA CLARA CITY

WE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF SANTA CLARA, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORDED IN THE MINUTES OF ITS MEETING OF THE___ DAY OF_____ A.D. 2021, HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.

ATTEST: CITY RECORDER
CITY OF SANTA CLARA

MAYOR
CITY OF SANTA CLARA

TREASURER APPROVAL

I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS____DAY OF _____, A.D. 2021 THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.

WASHINGTON COUNTY TREASURER

RECORDED NUMBER

WASHINGTON COUNTY RECORDER

CITY OF SANTA CLARA
FOUNDED 1854

Residential Subdivision
Preliminary Plat Application

FEES	*Major Subdivision: $650 or Minor Subdivision: $550* _____ *# of lots x $35 per lot*			
WATER MODELING	*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: $_____
Lot Fee: $_____
Water Modeling Fee: $_____
Total Fees: $_____

Proposed Subdivision Name: Arrowhead Trail Estates

Applicant(s) / Property Owner(s) Information

LEGAL OWNER(S) OF SUBJECT PROPERTY: Arrowhead Trail Properties, LLC

MAILING ADDRESS: PO Box 727 CITY: Santa Clara STATE: UT ZIP: 84765

EMAIL: karbizu@pprmco.com PHONE: 435-632-1493 FAX: _____

APPLICANT: Kyle Arbizu
(If different than owner)

MAILING ADDRESS: PO Box 727 CITY: Santa Clara STATE: UT ZIP: 84765

EMAIL: karbizu@pprmco.com PHONE: 435-632-1493 FAX: _____

CONTACT PERSON/REPRESENTATIVE: Curtis Anderson
(If different than owner)

MAILING ADDRESS: PO Box 727 CITY: Santa Clara STATE: UT ZIP: 84765

EMAIL: _____ PHONE: _____ FAX: _____

Property Description

STREET ADDRESS OF PROPERTY: Unknown

Section(s): 15 Township(s): 42S Range: 16W

ASSESSOR'S PARCEL NUMBER(S): SC-2-A-1

Current Zoning Designation: R-1-10

Parcel Size (acres): 1.02 Number of Lots: 3 Number of Phases: 1

Major Cross Street(s): Arrowhead Trail & Lava Flow Drive

Legal Description: See Attached
(Attach separate sheet if necessary)

Approvals Required By:

- **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.

Office Use Only:

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

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

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

Property Owner's Authorization

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.

I swear that I am (the) (a) owner(s) of the property which is the subject matter of the application, as it is shown in the records of Washington County, Utah.

DATE: 8/3/21

PROPERTY OWNER

PROPERTY OWNER

STATE OF UTAH)
:SS
COUNTY OF WASHINGTON)

On this 3 day of August, 20 21 personally appeared before me Kyle Arbizu and _____, the signer's of the above instrument, who duly acknowledged to me that he/she/they executed the same.

NOTARY PUBLIC
JARED DAY
COMM. # 706064
COMMISSION EXPIRES
APRIL 30, 2023
STATE OF UTAH

Notary Public

April 30, 2023
Commission Expires

CITY OF SANTA CLARA
FOUNDED 1854

Subdivision/Development Approval Checklist
Santa Clara City

PRELIMINARY PLAT CHECKLIST

Project Name:_____

Yes	No	N/A	
			I. SKETCH PLAN/CONCEPT PLAN REQUIREMENTS (16.12.030)
Y	N	N/A	Sketch/Concept Plan review by staff and/or by Planning Commission although not required is highly encouraged.
			II. STATE WATER QUALITY REQUIREMENTS – (Resolution 2015-12R)
Y	N	N/A	1. Waterline and hydrant locations in electronic format.
Y	N	N/A	2. Applicable elevation data at valve clusters and hydrants.
Y	N	N/A	3. Coordinate system used and in draining. The water model is set up in Utah State planes, NAD83 datum, South Zone, US Foot (UT83-ASF).
Y	N	N/A	4. Submit Project Notification Form (PNF) with application. Available at: http://www.sccity.org/media/uploads/2015/08/19/files/PNF-WaterQuality.pdf
			III. PRELIMINARY PLAT REQUIREMENTS (16.12.040)
			A. Submittal of:
Y	N	N/A	1) Preliminary Plat Copies (eleven (11) 11" x 17" and four "Plat Size" (24" x 36") Copies). Must be a clear and legible graphic representation of the subdivision, existing conditions, and proposed improvements as outlined in the completeness review below
			B. Preliminary Plat Requirements (Chapter 16.16)
			1. Title Block (16.16.020)
Y	N	N/A	a. Proposed name of subdivision
Y	N	N/A	b. Location of subdivision, including the address, section, township, and range
Y	N	N/A	c. Owner's name and address
			2. General Requirements (16.16.030)
Y	N	N/A	a. North Arrow and Scale (1"= 100' is preferred; 1"= 200' for large subdivisions)
Y	N	N/A	b. Boundary and phasing plan of the subdivision
Y	N	N/A	c. All property under control of the owner showing part(s) being developed and overall street system (Note: The street system shall conform to the existing street master plan)
Y	N	N/A	d. Existing and proposed contour lines at vertical intervals of not greater than two feet unless approved at a greater interval by the Planning Commission.
			3. Existing Conditions (16.16.040)
Y	N	N/A	a. Location, width of all streets and homes within two hundred (200) feet of the subdivision.
Y	N	N/A	b. Boundaries of adjacent tracts of subdivided and un-subdivided land, showing ownership.
Y	N	N/A	c. Identification of the zone or zones in which the property is located.
Y	N	N/A	d. All public streets, utility rights-of-way, easements, parks, and other public open spaces within or adjacent to the proposed subdivision. All section and boundary lines within and adjacent to the proposed subdivision.
Y	N	N/A	e. Sewer mains, sewer manholes, water mains, 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)
Y	N	N/A	a. Streets and Utility Easements: the layout of streets and utility easements showing identification and dimensions.
Y	N	N/A	b. Lots: layout, number, and typical dimensions of lots.
Y	N	N/A	c. Setback Lines: building setback lines in any questionable lot area.
Y	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.
Y	N	N/A	e. Stormwater Drainage: A proposed plan to dispose of stormwater drainage for the subdivision.
Y	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.
Y	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.
Y	N	N/A	h. Water Supply, Secondary water and Storage: Determine how the water needs of the subdivision can be accommodated.
Y	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.
Y	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?
Y	N	N/A	k. Solid Waste: Determine that the proposed subdivision be served by the existing system.
Y	N	N/A	l. Electrical Supply: Determine whether or not the electrical needs to the subdivision can be accommodated, and under what conditions.
Y	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 Hillsides: Proposed development is not located within a floodplain or hillside.

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

Comments: _____

_____

_____

_____

Date: _____ **Signature**: _____
City Engineer

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

Roads: Be served by streets within one mile of the proposed development without causing a reduction in the level of service below "C" during peak hour.
Wastewater Collection: Can be served by the existing wastewater collection system, without the off-site extension of any trunk or outfall lines.
Wastewater Treatment: The wastewater estimated to be generated by the proposed development can be accommodated and treated in accordance with city standards without any treatment plant extension.
Water Supply and Storage: The water needs of the proposed development can be accommodated in accordance with legally authorized and physically available water rights and the capacity, storage, design, of construction requirements of the Utah Health Department without additional supply or storage requirements.
Solid Waste: The proposed development can be served by the existing collection and disposal capacity expenditures or improvements.
Electrical Supply: The electrical needs of the development can be accommodated by the city power department.
Storm Drainage: The proposed development can be served by the existing storm drainage system without the off-site extension of an interceptor or major collection lines.

Comments: _____

_____

_____

_____

Date: _____ **Signature:** _____
Public Services Director

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

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

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

Comments: _____

_____

_____

_____

Date: _____ **Signature:** _____
Fire Chief

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

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

Comments: _____

_____

_____

_____

Date: _____ **Signature:** _____

Parks Director

Miscellaneous Notes:

SANTA CLARA CITY SUBMITTAL DEADLINES

Development Submittal Deadlines

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

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

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

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

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

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

Typical Meeting Schedules:

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

Technical Review Committee (TRC) Meetings – Generally every Thursday at 8:30 a.m.

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

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

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

Residential Subdivision Final Plat Application

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

Subdivision Name: Arrowhead Trail Estates

Applicant(s)/Property Owner(s) Information

Name: Arrowhead Trail Properties, LLC/ Kyle Arbizu
Address: PO Box 727
City: Santa Clara State: UT Zip: 84765
Phone Number: 435-632-1493

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____

(If additional property owners please add addendum)

Property Description

Section(s): 15 Township(s): 42S Range: 16W
Current Zoning Designation: R-1-10
Parcel Size (acres): 1.02
Number of Lots: 3
Major Cross Street(s): Arrowhead Trail & Lava Flow Drive

Approvals Required By:

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

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

Office Use Only:

Date plan submitted: _____ Date plan accepted: _____

Subdivision/Development Approval Checklist

FINAL PLAT CHECKLIST

			I. *Final Plat Requirements*
Y	N	N/A	A. TRC with developer
Y	N	N/A	A. Submittal of: 1)Engineering Drawings (3 copies); 2) Final Plat (8 11"x17" & 1 8.5"x11"); 3) One (1) Mylar; and 4) Engineer Cost Estimates
Y	N	N/A	B. Completeness Review (Chapter 16.24)
			1. Description and delineation (16.24.20)
Y	N	N/A	a. Name of subdivision approved by the Planning Commission
Y	N	N/A	b. Identification system for all lots: name of streets, easements, and lot sizes
Y	N	N/A	c. Traverse of the perimeter of the subdivision
Y	N	N/A	d. Monumentation and survey control 1. Official Monuments 2. Street Monuments 3. Street centerline data and street widths… 4. Property Corners set prior to recording of final plat.
Y	N	N/A	e. Dedication to the public of all streets, easements, etc.
Y	N	N/A	f. North arrow, scale, point of beginning, legal description and basis of bearing.
Y	N	N/A	g. Subdivision boundary closures shall be .01 or less on exterior boundaries and .02 on interior lots
			2. Standard Forms (16.24.030)
Y	N	N/A	a. Surveyor's "Certificate of Survey"
Y	N	N/A	b. Owner's "Certificate of Dedication"- signed by all owners
Y	N	N/A	c. Notary Public's Acknowledgement of all signatures
Y	N	N/A	d. Notarized Consent of all Leinholders
Y	N	N/A	e. Planning Commission's "Certificate of Approval"
Y	N	N/A	f. City Engineer's "Certificate of Approval"
Y	N	N/A	g. City Surveyor's "Certificate of Approval"
Y	N	N/A	h. City Attorney's "Certificate of Approval"
Y	N	N/A	i. City Council's "Certificate of Approval"
Y	N	N/A	j. A one-and-one half by five-inch space in the lower right-hand corner of the plat for the county recorder.
Y	N	N/A	k. Quit Claim Deed from Irrigation Company – Heights Only
Y	N	N/A	l. General Notes – The following general notes must appear on the plat: 1. Notes Pertaining to the Issuance of building permit until all utilities are installed 2. Notes Pertaining to Unstable Soil Conditions 3. Basis of Bearings for Plat 4. Property is Subject to Findings, Summary and Conclusions of a Geotechnical Report 5. R-of-W Landscaping Requirements & Subsequent Maintenance Requirements

			3. Additional Information Submitted with Final Plat (16.24.040)
Y	N	N/A	a. Deed restrictions in final form signed by all owners of any interest: if applicable
Y	N	N/A	b. Engineer's itemized estimate of the cost of all required improvements to be developed in the subdivision and a separate cost estimate for any upsizing of piping
Y	N	N/A	c. Current title report
Y	N	N/A	d. Final utility plans: Water, sewer, power and natural gas
Y	N	N/A	e. Final drainage plans 1. Complete drainage system for entire subdivision 2. Comprehensive of drainage system to include area of subdivision but surrounding areas. 3. Final Plans and profiles for all streets to be constructed: reviewed and approved by engineer 4. Erosion control plan where applicable
Y	N	N/A	f. Soils report covering each lot in the subdivision as per geotechnical requirements prepared by a soils testing laboratory acceptable to the City
Y	N	N/A	g. Irrigation Company: existing ditch/easement issues on property
Y	N	N/A	D. Conformance to Applicable Rules and Regulations
			1. Subdivision plan complies with all applicable laws, plans, and regulations:
Y	N	N/A	a. Zoning Ordinance
Y	N	N/A	b. General Plan
Y	N	N/A	c. UDOT; Health Department, etc.
Y	N	N/A	d. Standards adopted by the City including all boards, commissions, etc.
Y	N	N/A	E. Self-imposed Restrictions Incorporated – Restrictions:
Y	N	N/A	F. Special Conditions Incorporated (ex. Historical district) – E.G.:
Y	N	N/A	G. Planning Commission Review and Recommendation- Date(s) of review: Date of Recommendation
Y	N	N/A	H. Inclusion of Planning Commission Changes
Y	N	N/A	I. Final Plat and Engineer drawings are to comply with all sections of the City's Design Standards found in Chapter 16.28 (Red lines comply)
Y	N	N/A	J. Engineering Plans Approved by City Engineer and City Staff Public Services Date signed: _____ Public Safety Date signed: _____ Parks (if applicable) Date signed: _____ City Engineer Date signed: _____
Y	N	N/A	K. City Council Review and Adoption of Final Plat-Date of Review(s): _____ Date of Adoption: _____
Y	N	N/A	L. Inclusion of City Council Changes

Residential Subdivision Final Plat Application

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

Subdivision Name: Arrowhead Trail Estates

Applicant(s)/Property Owner(s) Information

Name: Arrowhead Trail Properties, LLC/ Kyle Arbizu
Address: PO Box 727
City: Santa Clara State: UT Zip: 84765
Phone Number: 435-632-1493

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____

(If additional property owners please add addendum)

Property Description

Section(s): 15 Township(s): 42S Range: 16W
Current Zoning Designation: R-1-10
Parcel Size (acres): 1.02
Number of Lots: 4
Major Cross Street(s): Arrowhead Trail & Lava Flow Drive

Approvals Required By:

- ❑ Technical Review Committee (Staff) - meets every Thursday at 8:30 a.m.
- ❑ Planning Commission - meets every second Thursday of each month at 5:30 p.m.
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Y	N	N/A	f. North arrow, scale, point of beginning, legal description and basis of bearing.
Y	N	N/A	g. Subdivision boundary closures shall be .01 or less on exterior boundaries and .02 on interior lots
			2. Standard Forms (16.24.030)
Y	N	N/A	a. Surveyor's "Certificate of Survey"
Y	N	N/A	b. Owner's "Certificate of Dedication"- signed by all owners
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			2. Notes Pertaining to Unstable Soil Conditions
			3. Basis of Bearings for Plat
			4. Property is Subject to Findings, Summary and Conclusions of a Geotechnical Report
			5. R-of-W Landscaping Requirements & Subsequent Maintenance Requirements

			3. Additional Information Submitted with Final Plat (16.24.040)
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Y	N	N/A	b. Engineer's itemized estimate of the cost of all required improvements to be developed in the subdivision and a separate cost estimate for any upsizing of piping
Y	N	N/A	c. Current title report
Y	N	N/A	d. Final utility plans: Water, sewer, power and natural gas
Y	N	N/A	e. Final drainage plans 1. Complete drainage system for entire subdivision 2. Comprehensive of drainage system to include area of subdivision but surrounding areas. 3. Final Plans and profiles for all streets to be constructed: reviewed and approved by engineer 4. Erosion control plan where applicable
Y	N	N/A	f. Soils report covering each lot in the subdivision as per geotechnical requirements prepared by a soils testing laboratory acceptable to the City
Y	N	N/A	g. Irrigation Company: existing ditch/easement issues on property
Y	N	N/A	D. Conformance to Applicable Rules and Regulations
			1. Subdivision plan complies with all applicable laws, plans, and regulations:
Y	N	N/A	a. Zoning Ordinance
Y	N	N/A	b. General Plan
Y	N	N/A	c. UDOT; Health Department, etc.
Y	N	N/A	d. Standards adopted by the City including all boards, commissions, etc.
Y	N	N/A	E. Self-imposed Restrictions Incorporated – Restrictions:
Y	N	N/A	F. Special Conditions Incorporated (ex. Historical district) – E.G.:
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Y	N	N/A	J. Engineering Plans Approved by City Engineer and City Staff Public Services Date signed: _____ Public Safety Date signed: _____ Parks (if applicable) Date signed: _____ City Engineer Date signed: _____
Y	N	N/A	K. City Council Review and Adoption of Final Plat-Date of Review(s): _____ Date of Adoption: _____
Y	N	N/A	L. Inclusion of City Council Changes

REQUEST FOR ACTION

AGENDA ITEM 4

City Council August 25, 2021

APPLICANT: Reggie Gates

SUBJECT:

Request review and approval for a lot split for property located at 2789 Santa Clara Drive.

BACKGROUND DESCRIPTION:

The proposed lot split will create two lots from one lot and each lot exceeds the minimum lot size requirements. Each lot exceeds the minimum lot frontage requirement of 80'. The original lot 17A has an existing home on it and fronts onto Santa Clara Drive and the new lot will front onto Vineyard Drive. A public utility easement needs to be dedicated along Vineyard Drive.

Proposed Recommendation

Approval

Cost

0.00

Approved by Legal Department

Yes

Approved in Budget

Yes

Approved by City Finance Department

Yes

Amount

N/A

Requested By

Selena Nez

File Upload Attachments

https://sccity.org/wp-content/uploads/formidable/41/CC-report-for-8-25-21-lot-split-for-R-Gates-1.pdf

City Council agenda report for 8/25/21: Request for a Lot Split for property located at 2789 Santa Clara Drive. Mr. Reggie Gates, applicant.

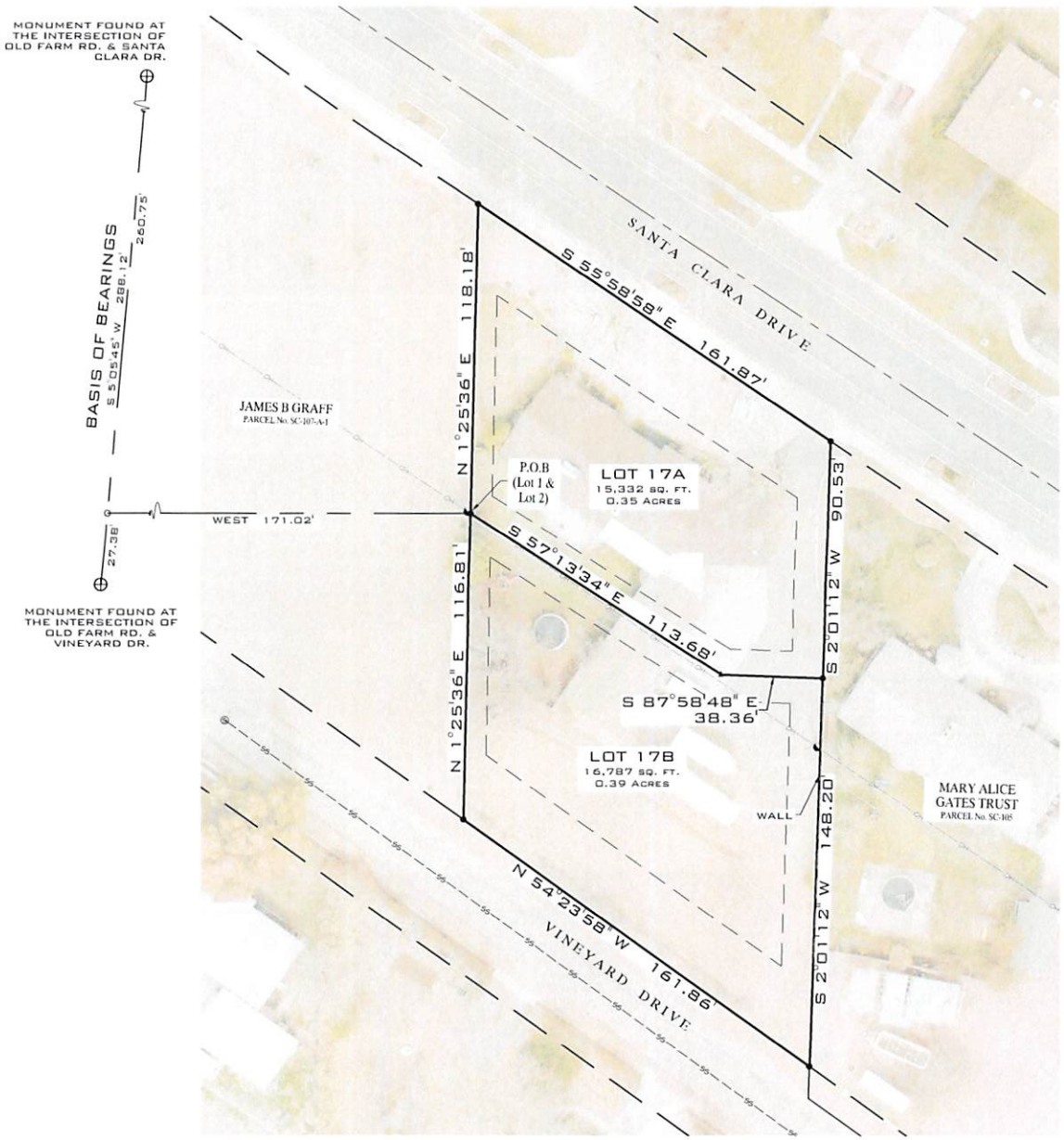
Project: The proposed lot split at 2789 Santa Clara Drive (also one lot will front onto Vineyard Drive) in the Residential R-1-10 Zone would split one lot into 2 lots. The R-1-10 Zone requires a minimum lot size of 10,000 sq ft and each of the resulting lots exceeds the requirement.

Applicant: Mr. Reggie Gates, property owner.

Project Engineer: Allen Hall, PE, Rosenberg Associates.

The proposed lot split will create two lots from one lot, and each lot exceeds the minimum lot size requirement, and each lot exceeds the minimum lot frontage requirement of 80'. The resulting two lots will be 15,332 sq ft (lot 17A) and lot 17B will be 16,787 sq ft, with each lot having 161' of frontage onto Santa Clara Drive for lot 17A, and onto Vineyard Drive for lot 17B. The original lot (17A) has an existing home on it and fronts onto Santa Clara Drive, and the new lot will front onto Vineyard Drive. A Public utility easement needs to be dedicated along Vineyard Drive. The utility easement will be taken care of at the City Council meeting as the Council is the body to accept or vacate public easements. The State Code (UCA 10-9a-605) provides that the city may approve a subdivision of 10 lots or less **without a plat** provided that no roadway dedication is needed, the lots conform with zoning requirements, and the public water & Sewer authority has approved the subdivision. Also, UCA 10-9a-608 (2)(ii) allows for a lot to be split when the parcel is owned by the applicant. No public hearing is required for this action.

PC Recommendation: PC (& staff) recommend approval of the lot split request, subject to providing a utility easement along Vineyard Drive.



NARRATIVE:

This survey was conducted at the request of the client to create two parcels of the original subject parcel and mark on the ground the corners of the each new parcel. The corners are marked with 5/8" x 20" rebar with plastic cap stamped "ROSENBERG ASSOCIATES" unless otherwise noted on this plat.

SURVEYOR'S CERTIFICATE:

I, Brandon E. Anderson, Professional Land Surveyor Number 4938716, hold a License in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act and have completed a survey of the property described hereon in accordance with Section 17-23-17 and hereby certify all measurements and descriptions are correct. Monuments will be set as represented on this plat.

Date: 8-10-21

Brandon E. Anderson — Certificate No. 4938716

LEGAL DESCRIPTION:

LOT 17A

Beginning at a point being South 05°05'45" West 260.75 feet along the Monument line from the Class I Monument at the intersection of Santa Clara Drive and Old Farm Road and a Class I Monument at the intersection of Old Farm Road and Vineyard Drive and East 171.02 feet, and running;

thence North 01°25'36" East 118.18 feet to the Southerly line of said Santa Clara Drive;
thence South 55°58'58" East 161.87 feet along Southerly line of said Santa Clara Drive;
thence South 02°01'12" West 90.53 feet;
thence North 87°58'48" West 38.36 feet;
thence North 57°13'34" West 113.68 feet to the Point of Beginning.

Containing 15,332 square feet or 0.35 acres.

LOT 17B

Beginning at a point being South 05°05'45" West 260.75 feet along the Monument line from the Class I Monument at the intersection of Santa Clara Drive and Old Farm Road and a Class I Monument at the intersection of Old Farm Road and Vineyard Drive and East 171.02 feet, and running;

thence South 57°13'34" East 113.68 feet;
thence South 87°58'48" East 38.36 feet;
thence South 02°01'12" West 148.20 feet to the Northerly line of said Vineyard Drive;
thence North 54°23'58" West 161.86 feet along the Northerly line of said Vineyard Drive;
thence North 01°25'36" East 116.81 feet to the Point of Beginning.

Containing 16,787 square feet or 0.39 acres.

LEGEND:

- ● SET CORNER - 5/8" X 20" REBAR & PLASTIC CAP - ROSENBERG ASSOCIATES
- ◉ FOUND PLUG IN CURB ON LINE OR AS NOTED
- o NOTHING SET OR FOUND
- ⊕ FOUND SURVEY CONTROL MONUMENT - CLASS I
- ▲ SET PK/WASHER

N

0 20 40

SCALE: 1"=20'

LOCATED IN S.E. QUARTER OF SECTION 16
T.42S., R.16W., S.L.B.&M.

DATE:	8/10/21
JOB NO.:	12134-20
DRAWN BY:	C.G.A.
CHECKED BY:	B.E.A.
SCALE:	1"=20'
SURVEY-LOT SPLIT	

REVISIONS DATE

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

RECORD OF SURVEY
LOT SPLIT
FOR
REGGIE GATES

SHEET 1 OF 1 SHEETS

REQUEST FOR ACTION

AGENDA ITEM 5

City Council August 25, 2021

APPLICANT: Patrick Manning

SUBJECT:

Consider approval of an amended project plan in a Planned Development Residential Zone for Black Desert Golf Course located on the north side of Pioneer Parkway and just west of the present Entrada Development and approve Ordinance 2021-10.

BACKGROUND DESCRIPTION:

Approval of an amended PD Residential zone for an 18-hole Black Desert golf course, of which ten and a half holes are located within Santa Clara and the other seven and half holes are within Ivins. The zoning request is for the golf course layout and items directly related to the golf course such as maintenance buildings. The residential development areas will need to have PD zoning approval.

Proposed Recommendation

Approval

Cost

0.00

Approved by Legal Department

Yes

Approved in Budget

Yes

Approved by City Finance Department

Yes

Amount

N/A

Requested By

Selena Nez

File Upload Attachments

https://sccity.org/wp-content/uploads/formidable/41/CC-agenda-rpt-8-25-21-amended-PD-R-zone-for-Black-Desert-Golf-course.pdf

City Council agenda report for 8/25/21; Consider approval of an amendment to the Planned Development Residential zone for Black Desert golf course located on the north side of Pioneer Parkway and just west of the present Entrada development.

Zone: PD Residential
General Plan: The General Plan shows a conceptual golf course layout surrounded by proposed development pods and open space areas.
Applicant: Patrick Manning, et al
Project Representative: Patrick Manning, et al
Acres: 296.7 acres for the Black Desert project area within Santa Clara; 76 acres for the golf course layout

Request: Approval of an amended PD Residential zone for an 18-hole Black Desert golf course, of which ten and a half holes are located within Santa Clara and the other seven and half holes are within Ivins. The original PD-R zone was approved in about 2007 for the Knolls Pasture project which never got off the ground due to the recession. The proposed golf course is Phase 1 of the Black Desert project and the layout plan is consistent with the golf course area shown on the Black Desert concept plan which was approved as the General Plan update for this area. **The zoning request is for the golf course layout and items directly related to the golf course such as maintenance buildings. The residential development areas will need to have PD zoning approval (ie, Project Plan) as those plans are developed in more detail**.

The golf course acreage of 76 acres is spread out through the 297 acre project area and four water features are shown adjacent to four of the 10.5 holes within Santa Clara. Water for these four features as well as the irrigation water for the golf course is supplied via the Gunlock pipeline through an agreement with St George and Santa Clara cities.
The proposed amended PD-R zone with the golf course as Phase 1 requires approval from the City Council after hearing the recommendation from the Planning Commission.

Conditional Use Permit: The PD-R section in the city zoning code (17.68.060:D) lists golf courses as a conditional use in the PD-R zone and the PC is authorized to approve conditional uses (17.16.020:B.8), **and in 2020 the PC approved the conditional use permit subject to certain conditions (see conditions at end of report**). Conditional uses are covered in chapter 17.40 of the Zoning code, and section 17.40.055 lists various potential negative impacts for which conditions can be imposed to mitigate the potential impact. Item B in that section addresses “dust” and the general conditions are; 1) Comply with all air quality standards, State, Federal, and local, and 2) Use shall not create unusual or obnoxious dust beyond the property line. In constructing a golf course, dust could potentially be a serious impact to neighbors if not properly controlled. Watering the excavation area on a regular basis is the main method to control dust, and also having access roads to maintenance buildings paved. Also getting the grass planted in a timely manner following the excavation work is also important. The

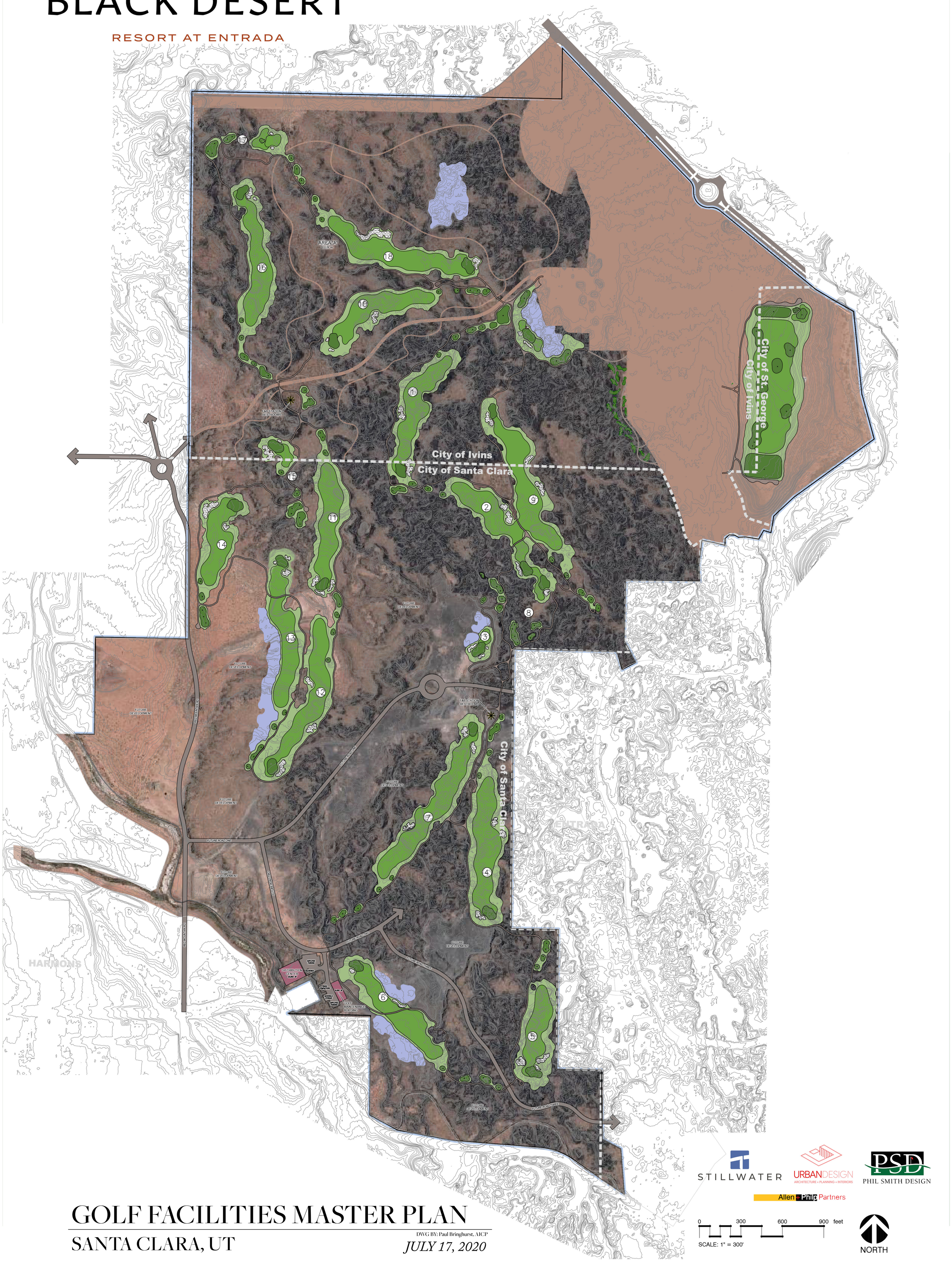
applicant has submitted a “Dust Control Mitigation Plan” and states in their conclusion that they “plan to use all the strategies and assets we have at our disposal to keep fugitive dust from being a concern to those around the project and the community”. The dust mitigation plan was prepared by JP Excavation company, so in addition to the two mitigation standards mentioned above, a third condition should be to comply with their mitigation plan so dust does not become a problem to neighbors or community.

PC recommendation: PC recommends approval of the amended PD-R zone for the golf course layout and related golf facilities (ie, maintenance buildings) **. For the Conditional Use Permit the following conditions are included in the approval to mitigate potential negative impacts that could possibly be associated with golf course construction and operation.**

1. Dust Control: (a) Comply with all Federal and state air quality standards, (b) use shall not create obnoxious dust beyond the property line, (c) comply with their submitted Dust Control plan, (d) pave road to maintenance buildings prior to obtaining a C.O. for the buildings.
2. Red Mountain Drive: should be paved from Pioneer Parkway to intersection with road to the maintenance building.
3. CUP is subject to approval by the City Council of the Amended PD-R zone, and approval of the Development Agreement prior to any excavation work.
4. Any excavation into Area 6 on the Black Desert Master Plan shall not commence until zoning and General Plan issues related to Area 6 are resolved by the City Council.

BLACK DESERT

RESORT AT ENTRADA



GOLF FACILITIES MASTER PLAN

SANTA CLARA, UT

DWG BY: Paul Bringhurst, AICP

JULY 17, 2020

STILLWATER

URBANDESIGN
ARCHITECTURE + PLANNING + INTERIORS

PSD
PHIL SMITH DESIGN

Allen + Philp Partners

0 300 600 900 feet

SCALE: 1" = 300'

NORTH