

NOTICE AND AGENDA
SANTA CLARA CITY COUNCIL MEETING
Wednesday, August 10, 2022
Time: 5:00 p.m.
AGENDA

Public Notice is hereby given that the Santa Clara City Council will hold a Regular Meeting in the City Council Chambers, located at 2603 Santa Clara Drive, Santa Clara, Utah on Wednesday August 10, 2022, commencing at 5:00 PM. The meeting will be broadcast via You Tube linked on our website at <https://sccity.org/meetings>.

1. Call to Order

2. Opening Ceremony:

- Pledge of Allegiance: Ben Shakespeare
- Opening Comments: Tim Martin

3. Conflicts and Disclosures

4. Working Agenda:

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

1. Public Hearing to receive Public comment regarding a Third Amendment to the Santa Clara City Storm Water Master Plan.

B. Consent Agenda:

1. Approval of Claims and Minutes

- June 27, 2022 Regular City Council Meeting Minutes
- August 3, 2022 City Council Work Meeting Minutes
- Claims through August 10, 2022

2. Calendar of Events

- August 24, 2022 Regular City Council Meeting
- Sept. 7, 2022 City Council Work Meeting
- Sept. 14, 2022 Regular City Council Meeting
- Swiss Days Event Sept. 22-24, 2022
- Sept. 28, 2022 Regular City Council Meeting

C. General Business:

1. Consider Approving the Third Amendment to the April 2015 update to the Storm Water Master Plan. With the future developments near Pioneer Parkway & Red Mtn. Drive the existing Culverts are only sized for a 10 yr. flood and is in need to upsize with the capacity to hold up to 100-year flood. Presented by Dustin Mouritsen, Public Works Director.
2. Consider the Rezoning, Project Plan, and Development Agreement for Silverado, and approval of Ordinance 2022-17. The subject property is located at the intersection of Pioneer Parkway and future extension of Red Mountain Drive, directly east of the Harmon's Shopping Center. Presented by Jim McNulty, City Planner and Matt Ence, City Attorney.

3. Consider a Code Amendment for Chapter 12.08, Sidewalk Regulations and approve Ordinance 2022-18. Presented by Jim McNulty, City Planner.
4. Consider a Code Amendment for Chapter 12.20, Park Regulations and approve Ordinance 2022-19. Presented by Jim McNulty, City Planner.
5. Consider approval of a Lot line Adjustment for the property located at 1485 Vernon Street. Applicant, Randy Frei. Presented by Jim McNulty, City Planner.
6. Consider approval of an amendment to the UAMPS Power Exchange Member Risk Management Policy. Presented by Gary Hall, Power Director.

5. **Reports:**

- a. Mayor / Council Reports:

6. **Executive Session:**

7. **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. Email calendar invitations will be sent out in advance of the meeting. Instructions for each meeting will include the meeting ID, and password to join. When joining the meeting your screen name must show your full name. Each applicant will be accepted into the meeting when their item is up for discussion. Please contact Chris Shelley at (435)673-6712 Ext. 203 with any questions regarding public meetings.

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Santa Clara City limits on this 4th day of August 2022 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 2022 meeting schedule was also provided to the Spectrum on January 6, 2022.

Chris Shelley – City Recorder

**SANTA CLARA CITY COUNCIL MEETING
WEDNESDAY, JULY 13, 2022
MINUTES**

THE CITY COUNCIL FOR THE CITY OF SANTA CLARA, WASHINGTON COUNTY, UTAH, met for a Regular Meeting on Wednesday, July 13, 2022 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 broadcast via You Tube linked on our website at <https://sccity.org/meetings>.

Present: Mayor Rick Rosenberg
Council Members: Ben Shakespeare, Christa Hinton, Leina Mathis and Denny Drake
Assistant City Manager: Scott Bannon
City Recorder: Chris Shelley

Others Present: Dustin Mouritsen, Public Works Director; Ryan VonCannon, Parks & Trails Assistant Director; Gary Hall, Power Director; Andrew Parker, Fire Chief; Matt Ence, City Attorney (via Zoom); Jim McNulty, City Planner; Cody Mitchell, Building Official; Janene Burton

1. **Call to Order:** Mayor Rosenberg called the meeting to order at 5:00 p.m. He welcomed everyone to the meeting and introduced the City Council. He excused Councilman Jarett Waite from the meeting.
2. **Opening Ceremony:**
 - Pledge of Allegiance: Denny Drake
 - Opening Comments: Denny Drake
3. **Conflicts and Disclosures: None.**
4. **Working Agenda:**
 - A. **Public Hearing(s):** None.
 - B. **Consent Agenda:**
 1. Approval of Claims and Minutes
 - June 22, 2022 Regular City Council Meeting
 - July 6, 2022 City Council Work Meeting Minutes
 - Claims through July 13, 2022
 2. Calendar of Events
 - July 24, 2022 Pioneer Day (Offices Closed Monday, July 25th)

- July 27, 2022 Regular City Council Meeting
- August 3, 2022 City Council Work Meeting (Santa Clara City and Ivins City Council Combined Meeting)

- Mayor Rosenberg said that tentatively the August 3rd Work Meeting will be a joint meeting between the Santa Clara City Council and the Ivins City Council. He said the biggest topic will probably be the Fire Department issues. We will start meeting twice a year with the Ivins City Council to discuss the Police Department, Fire Department and the Court which are the expenses that we share and be able to hear concerns and work toward resolutions for those concerns. We were going to do the combined meetings in January and July but because we are past the July meeting, we will do it in August this year and plan on doing that again in January. This will be in our Council chambers as part of our regularly advertised Work Meeting.

3. Set Public Hearing to receive public input regarding a Third Amendment to the Storm Water Master Plan for Wednesday, Aug. 10, 2022 at 5:00pm.

Motion to Approve the Consent Agenda.

Motion by Denny Drake, seconded by Leina Mathis.

Voting Aye: Leina Mathis, Denny Drake, Christa Hinton and Ben Shakespeare.

Voting Nay: None.

Motion Carried.

C. General Business:

1. Award Rap Tax Funds. Presented by Ryan VonCannon, Assistant Parks Director.

- Ryan VonCannon stated that we have received two Rap Tax applications. The first one is Heidi Lee with HAM Productions. They do Shakespeare in the Park which takes place across the street from Town Hall at the City park. This has been a big hit for the City and each year they draw a bigger and bigger crowd. Last year they were awarded \$13,750. He said that the cost to produce this event has increased over the past two years as a result of the impact of Covid-19 on the entertainment industry and overall inflation, so they are requesting \$14,500. He said the second application is for the St. George Children's Museum. He reported that the Desert Discovery Exhibit at the St. George Children's Museum has not been updated since 2013 and is long overdue for a renovation, in addition to being outdated, the room's current design is largely inaccessible to disabled guests. They are seeking a one-time \$3000 grant from the City of Santa Clara to support this project. The exhibit renovation will rectify the access problem and have 4 major topics: water conservation, desert life, the night sky, and celebrating the unique landscape of Southern Utah. Each of these topics will be introduced in a creative, hands-on way that inspires purposeful play and exploration.

- Mayor Rosenberg said the Council is familiar with the Shakespeare in the Park productions. He asked if we have ever given anything to the St. George Children's Museum before and are any of the other cities or the County providing Rap Tax money.

- Ryan VonCannon said he doesn't know.

- Mayor Rosenberg said the museum is a great place. He would just like to know if any

of the other cities are contributing. There isn't a representative here tonight at the meeting for the museum. He asked if the City's regular contribution is still going to Tuacahn.

- Ryan VonCannon said yes, for \$5,000.

- Leina Mathis asked what the amount was that we received for the Rap Tax.

- Ryan VonCannon said there is roughly \$30,000.

- Denny Drake suggested that the Council act on the two that we know and table the application for the Children's Museum until we know more information about what we are doing for that.

- Mayor Rosenberg said the rest of the Rap Tax goes to our City parks. We could hold the \$3,000 for the Children's Museum until we get the additional information and then if we want to do it, it is there and if not, we can put that money into Parks too.

Motion to Approve Awarding Rap Tax Funds for Shakespeare in the Park (HAM Productions) for \$14,500 and for the payment of \$5,000 to Tuacahn and to Hold the Awarding of the \$3,000 to the St. George Children's Museum until more information is forthcoming. The remainder of the Rap Tax will go into the City's Parks Department budget.

Motion by Denny Drake, seconded by Christa Hinton.

Voting Aye: Leina Mathis, Denny Drake, Christa Hinton and Ben Shakespeare.

Voting Nay: None.

Motion Carried.

2. Consider approval of the amended Steel Solar 1A Project Agreement and approve Resolution 2022-07R. Presented by Gary Hall, Power Director.

- Gary Hall stated that Santa Clara entered into a power purchase agreement for the Steel Solar 1A project in November, 2020. The original purchase agreement was for 1 MW at \$31.45, with the commercial operation date (COD) of December 30, 2022. With the supply chain issues, and material cost escalations, a new agreement has been issued. The new price per MWH has gone up to \$34.66 and a COD of September 30, 2023. He stated that he is asking the City Council to approve the Amended and Restated Transaction Schedule for Steel 1A Solar.

- Ben Shakespeare said it still seems like it is a pretty reasonable rate.

- Gary Hall said it is. He said there will be transmission and scheduling costs added on to that. He stated that with current gas prices we are generating at about \$76 to \$80 per MW right now. If we went to purchase a different solar from someone else, we would be in the \$36 to \$38 range, so it is cheaper to renegotiate with the Steel Solar Company for the amount we are getting.

- Leina Mathis asked if it is likely they will meet their projected date of September 2023.

- Gary Hall said yes, we hope. He said he heard that the government might be changing the tariffs and other things to allow solar panel to come from other countries so that will help.

Motion to Approve the amended Steel Solar 1A Project Agreement and approve Resolution 2022-07R as presented with the power purchase going from \$31.45 MWH to \$34.66 MWH.

Motion by Ben Shakespeare, seconded by Leina Mathis.

- Mayor Rosenberg asked Matt Ence, City Attorney, if he has reviewed the agreement.
- Matt Ence said yes, he has seen it and he doesn't have any issues with it.

Voting Aye: Leina Mathis, Ben Shakespeare, Christa Hinton and Denny Drake.

Voting Nay: None.

Motion Carried.

3. Consider approval of the Five County Association of Governments Multi-Jurisdictional Natural Hazard Mitigation Plan and approve Resolution 2022-06R. Presented by Mayor Rosenberg/Jim McNulty, City Planner.

- Jim McNulty said that City staff has been working with the Five County Association of Governments for several months on updating the Natural Hazard Mitigation Plan. Santa Clara City is one of several communities included within this update as it's a Multi-Jurisdictional Plan. Staff recommends that the City Council adopt Resolution #2022-06R in support of this document. He said this has met one threshold and is going through another. He talked about our top high areas for hazard mitigation, which are: drought, floods, severe weather, river erosion and problem soil. In the moderate category we have landslide, wildfire, earthquake and radon. In the low category we have shallow ground water. That is the top 10 list.

- Mayor Rosenberg said this document is important because not only does it provide information for property owners on the risk associated with those different natural hazards, but it also identifies potential projects and potential mitigation work that the City can do and if you are going to go after any kind of a FEMA disaster mitigation funding, the specific project has to be on this list and covered in this document. It is approved locally by the cities, by the County, by the State and then it is also approved by FEMA and it is of record. You can access it online. It is a fairly thorough document, and it covers all of the different communities in the Five County area. He said that we refer to it quite a bit when we are going after mitigation grants.

- Christa Hinton said at the end of the report there are a number of action items. Are those things the County came up with for us to work on or do we identify the things to work on or is it a combination?

- Mayor Rosenberg said it is a combination. There is Staff available at Five County. Most of them we came up with. We have had a lot of experience with this. We had a good group that came up with the action items and he feels good about it.

Motion to Approve the Five County Association of Governments Multi-Jurisdictional Natural Hazard Mitigation Plan and approve Resolution 2022-06R as presented.

Motion by Christa Hinton, seconded by Leina Mathis.

Voting Aye: Denny Drake, Ben Shakespeare, Christa Hinton and Leina Mathis.

Voting Nay: None.

Motion Carried.

4. Consider request to vacate an existing easement Located in the rear yard of Lot 31 within the Lava Cove at Entrada Subdivision and approve Ordinance 2022-16. Presented by Jim McNulty, City Planner.

- Jim McNulty reported that Janene Burton is requesting to vacate an existing easement located in the rear yard of Lot 31 within the Lava Cove at Entrada Subdivision. The easement is in an odd location directly behind the home on the property rather than along the rear property line which is typical. The applicant is proposing to vacate the easement and replace it with a new public utility easement along the rear property line. The applicant is proposing to do an addition to the existing home on the lot. City Staff has determined that the applicant should have the same right to utilize this portion of property as other residents in the vicinity. He stated that the petitioner has addressed the requirements as per our application form. There are no existing utilities located in the easement proposed to be vacated. All adjoining property owners, by their execution of this Petition, consent to this petition. The lot line abandonment and vacating of the easement and creation of a new lot line and associated easement does not result in remnant land that did not already exist. No violation of applicable zoning requirements would result from this petition. Neither the public nor any person will be materially injured by this petition and there is good cause for the request. He stated that Planning Staff recommends that the City Council approve the Easement Vacation & Relocation for Lot 31 of the Lava Cove Subdivision subject to the following conditions: 1. That the applicant proceeds with recordation of the survey and boundary description as presented to the City Council. 2. That a copy of the recorded document be provided to City Staff prior to issuance of a building permit. And with the following Finding: That the Petitioner has addressed all items as required by city code.
- Denny Drake asked if Staff has reviewed this and is this fine.
- Jim McNulty said that we discussed this at a TRC meeting recently and went through it and it is fine.

**Motion to Approve a request to vacate an existing easement Located in the rear yard of Lot 31 within the Lava Cove at Entrada Subdivision and approve Ordinance 2022-16 as presented.
Motion by Denny Drake, seconded by Christa Hinton.**

- Ben Shakespeare asked if we need to include Staff recommendations or was that Planning Commission recommendations.
- Jim McNulty said no, that just comes to the Council because this is an abandonment type issue. It doesn't go to the Planning Commission. He said they may be in the ordinance, but if not, we can add them. The key is they need to record this document and bring it back to us. Then it will run with the title on the property. So, we need to have record of this change.
- Denny Drake asked if that needed to be part of the motion. Should the motion be amended to that effect?
- Jim McNulty said that would be fine. It won't hurt to include it.

Amended Motion to Approve a request to vacate an existing easement Located in the rear yard of Lot 31 within the Lava Cove at Entrada Subdivision and approve Ordinance 2022-16 including the 3 conditions as presented.

Motion by Denny Drake, seconded by Christa Hinton.

Voting Aye: Leina Mathis, Denny Drake, Christa Hinton and Ben Shakespeare.

Voting Nay: None.

Motion Carried.

5. Consider approval of Ordinance 2022-15, a Temporary Water Acquisition. Presented by Matt Ence, City Attorney.

- Matt Ence said this should look familiar to Council members. This was just discussed last week in our Work Meeting. He said that City staff and legal counsel are recommending approval of a temporary land use regulation requiring the dedication of water or a fee in lieu of dedication in response to the severe drought conditions in the southern Utah area. This would be in effect for 6 months which is the maximum allowed under State law. The purpose of the temporary regulation would be so that the City Council and Staff would have time to study whether the City wants to put into effect a requirement for new development that the developers either dedicate water to the City in conjunction with their development or pay a fee in lieu of that dedication. He said he thinks it is important that we have some time to consider our options there and to look into what makes the most sense for the City. Before the end of the 6-month period we have the option to either adopt something or choose not to adopt something and simply let this temporary regulation expire. During the time of the 6-month temporary regulation, what this requires is that all applications for new development that come in after the adoption of this temporary regulation will have to choose one of two courses. The first option is to come to the City and negotiate on a case-by-case basis how they can address the water use needs in their subdivision. He used the example of the Rhone Subdivision. He said their other option is to just wait and see what the final ordinance looks like once the final ordinance is adopted.

- Mayor Rosenberg said the timeline for this ordinance almost runs concurrently with the goals from the Water District to have will-serve letters and the changes in the subdivision ordinance ready by the first of the year, next January. This would require any new development applications to follow through with whatever ordinance we put in place to that degree.

- Leina Mathis said there is a clerical error in Section 2 which lists a, b and d. It should be a, b and c.

- Matt Ence said he will make that correction.

- Christa Hinton asked about the fee in lieu. If someone were to pay that fee in lieu and then we did not pass a permanent ordinance later, would that be able to be refunded or does it stay the way that it is?

- Matt Ence said the way he envisions it happening is with the development agreement that would address water issues with each of the new development applications that come in and under a development agreement we have quite a bit of flexibility as to what we agree to with the developer and if that agreement includes a payment of some type of fee, which it may or may not, then there wouldn't be a requirement to return that fee unless that was part of what was negotiated in the agreement.

- Denny Drake said the next 6 months will be the details as to what we are going to do and how we are going to handle it. This is just a temporary ordinance establishing that we are going to work the details out.

- Mayor Rosenberg said it wouldn't apply to a building permit.

- Matt Ence said that is correct. It would only be on new development which would be considered a new subdivision application or something like that.

- Leina Mathis asked if someone has already turned in their application would they be

subject to this.

- Mayor Rosenberg said yes if they haven't submitted a preliminary plat application.
- Ben Shakespeare said there is a lot that we need to hammer out. There is a lot a detail that we need to go through in this. This buys us some time.

Motion to Approve Ordinance 2022-15, a Temporary Water Acquisition as presented.

Motion by Leina Mathis, seconded by Denny Drake.

Voting Aye: Leina Mathis, Denny Drake, Christa Hinton and Ben Shakespeare.

Voting Nay: None.

Motion Carried.

5. Reports:

A. Mayor / Council Reports

Ben Shakespeare:

- We have a 12-year-old All Star team that is going to San Bernadino.

Leina Mathis:

- Our Youth Council is moving along. We are working on their schedule, and they will officially start next month. There are 5 youth on this Council, 3 young men and 2 young women. They are excited. They will come to Council probably in September. Their first active service day will be Swiss Days. They have decided they want to be called the Santa Clara Youth Council.

Denny Drake:

- The Solid Waste District is reviewing some changes in the landfill and there may be some adjustments in fees. We are having meetings right now to go through that. He said he will bring back more information as it becomes available. It will be nothing considerably large.

Christa Hinton:

- Nothing to report.

Mayor Rosenberg:

- There has been additional discussion and requests from the Ivins City Council to man the Center Street Fire Station as quickly as possible. There will be some options coming back to Council. We may have some items available for the next meeting. We have the joint meeting with the Ivins City Council in early August to go through that.
- August 9 at the Water District is the next Mayor's meeting.
- We are working on the budget for 2023 at the Flood Control Authority meetings.

Ryan VonCannon:

- Reported on the community garden. This past week we got 33 lbs of zucchini, 22 lbs of yellow squash, 20 lbs of tomatoes, 24 lbs of cucumbers and 23 lbs of cabbage and sent all of this to the food bank. This past Monday, Jim Ence went to work and got all the trees down in the south section. His plan is in the next 2 or 3 weeks to have all of the

remaining trees down to be chipped. Then we will get the grass sprayed and then he is going to go in there with his tractor and start ripping the ground up. It is moving forward.

- He gave praise to the Parks Crew. The past several months we have been shorthanded and each of them have stepped up in a big way and taken ownership of what they do and they have worked really hard and they are doing an amazing job.
- Ben Shakespeare said the rendering at the garden has been very helpful. It has been nice to refer people to it.
- Mayor Rosenberg said that today is Sherrelle's last day. Her replacement is Kortni Call. He has heard some good things about Courtney.

Gary Hall:

- Issues are still being worked out on some wiring and other things like that on the generators. They are getting really close. They have to work on them in the morning so we don't trip the old generators offline. We have been running our two old generators and they have been running well.
- The UAMPS Conference is in Logan in August. The hotels are filling up fast, so he needs to know who is planning on going. Jarett Waite is registered as well as Christa Hinton. He asked the other three Councilmembers if they are going to register. He said he can register them if they want him to.
- Leina Mathis said she will register.
- Ben Shakespeare said he will check tonight and let Gary know.
- Denny Drake said he will register.
- He has advertised the lineman job but has not received any applications.

Dustin Mouritsen:

- We got the traffic signal heads replaced downtown on Monday. They were 20 years outdated. They should be okay for another 20 years. SCI did traffic control and saved us about \$3,000 off of the quote.
- He and Gary Hall both have new assistants starting tomorrow. Jamie Mills and Katie Castleton.
- Mayor Rosenberg said they have moved their offices from Town Hall to the City Yard.

Chief Andrew Parker:

- Our ambulance is out for basic repairs. It should be back in town shortly.
- We have additional staffing for the Center Street Station on July 24. They have been working hard on getting that station going. By the end of next week, we will have the main occupancy requirements done and then the dispatching alerting system will probably come in in the next two weeks.

Scott Bannon:

- His last day is a week from today.
- Mayor Rosenberg said this will be his last Council meeting. He said we appreciate all of Scott's service. He has been a great employee and a good hand. He asked Chris to let him know if there will be a luncheon for Scott.
- Scott Bannon said he wanted to say "thank you" for everything to the Mayor and Council. It has been wonderful to work here.

6. **Executive Session:** None.

7. **Adjournment:**

Motion to adjourn by Leina Mathis.

Seconded by Christa Hinton with all members present voting aye.

Meeting Adjourned at 5:49 p.m.

Chris Shelley – City Recorder

Date Approved: _____

DRAFT

**SANTA CLARA CITY COUNCIL WORK MEETING
WEDNESDAY, AUGUST 3, 2022
MINUTES**

THE CITY COUNCIL FOR THE CITY OF SANTA CLARA, WASHINGTON COUNTY, UTAH, met for a Work Meeting on Wednesday, August 3, 2022 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 broadcast via You Tube linked on our website at <https://sccity.org/meetings>. 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, Christa Hinton, Ben Shakespeare, Denny Drake and Leina Mathis
City Manager: Brock Jacobsen
City Recorder: Chris Shelley

Others Present: Ryan VonCannon, Deputy Parks & Trails Director; Gary Hall, Power Director; Cody Mitchell, Building Official; Andrew Parker, Fire Chief; Bob Flowers, Police Chief; Matt Ence, City Attorney; Jaron Studley, Police Lieutenant; Chris Hart, Ivins City Mayor; Lance Anderson, Ivins City Council; Jenny Johnson, Ivins City Council; Dennis Mehr, Ivins City Council; Adel Murphy, Ivins City Council; Mike Scott, Ivins City Council; Dale Coulam, Ivins City Manager/Attorney; Kari Jimenez, Ivins City Recorder; Jessica Harward; Rick Dietrich; Donna Dietrich; Stephen Talley; Susan Talley; Tom Medlock; Barb Medlock; Bob Hansen; Sheila Hansen; Chris Haddad; Sharon Gillespie; Tim Gillespie; Ty Hansen, Fire Department; Aviel Merhar; Rich Rodgers, Police Captain; Donna Sumner; Bud Sumner; Jacki Scully; Diana Roesslein; Con Fulde; Logan Costello; Braden Rademacher; Bryant Edgeston; Owen Johnson; Sandy Johnson; Rhonda Hagler; Rich Preston; Emma Pauling; Patrice Bender; Ray Bender; Dan Clarkson; Debi Clarkson; Devin Hill; Susan Talley; David Williams; Agnes Hubbard; Louis Hubbard; Cade Visser; Rachel Peterson; Annalee Stoker; Lisa McAleer; William M.; Steve MacKenzie; Robyn Ryskamp; Perry Brown; Tiffany Martineau; Jasen White; Patty Duppe; Chris Nelson; Connie Magar; Mark Y.; Charlie Tatarian; Grey Leavitt; Shad Johnsen; Lesley Muir; Patrick Manning; Michael Cook; Sharon Barten; Michael Barten; Faith Bailes

- 1. Call to Order:** Mayor Rosenberg called the meeting to order at 5:00 p.m. He introduced himself and asked the Santa Clara and Ivins City Councils and Mayor and Staff to introduce themselves. He said he appreciates having the Ivins City Council and Mayor join us for this meeting and hopes there will be many joint meetings as we go forward to discuss things that we are in partnership on. He went over guidelines for this meeting. This is not a public hearing. Public comment will not be accepted during the meeting. We have had special presentations prepared for review of both Councils and Staff. If anyone has a comment that they would like to make to either Council, they are free to

contact them via their emails or their cities and get ahold of their City Manager or their City Recorder and those comments will be passed on to the City Councils and Mayors. He asked that any interruptions be held to a minimum tonight, that we get through the presentation and there will be an opportunity for the Councils to ask questions of the presenters and for some open discussion between the two Councils. That is really why we are here is to discuss these issues between the Councils. There has been a lot of discussion that has gone on to get us to this point and we are trying to determine some options moving forward. He said if there are any outbursts from the audience, he will ask that person to be removed. He said to please keep control during the meeting. He stated that he knows this is an emotional subject and he is asking for restraint tonight as we discuss what to do moving forward. He said there will also be no discussion of personnel tonight to discuss competence. This is not an appeal hearing and this is not to discuss personal actions. Those are subjects for City Council's executive session, and this is not an executive session. He asked the audience to please refrain from discussion and accusations or anything in that manner. He said that Chief Flowers and Lieutenant Studley are here from SCI Police Department, and we have asked them to lead off with a presentation regarding the Police. Santa Clara and Ivins have interlocal agreements for our Police Department, our Fire Department and our Justice Court.

2. Working Agenda:

A. General Business:

1. Fire / EMS discussion.

- Bob Flowers, Police Chief, said he has asked Lieutenant Studley to prepare this document for the Councils. It is historical as to where we are at and where we started.
- Jaron Studley, Police Lieutenant, showed a power point presentation to the Councils. He said this is to help everyone understand where we have been, who we are and where we are going. He talked about the growth. In Santa Clara City the rate of growth since 2012 is around 21%. Ivins City's rate of growth since 2012 has been 25%. He showed a map of their jurisdictional area. He said that since 2013 they have seen a 31.6% increase in their call volume. He said that number will be exceeded this year. He said that when the merger happened there were 14 full-time officers and 1 code enforcement. He said there are now 16 full-time officers, 15 patrolmen and 1 full-time code enforcement. He talked about their response time. Their 5-year historical call time is 7 minutes and 26 seconds. He said their manpower has been adjusted and there are better placed resources on the street and that has taken over 1 minute off of the response time. He said that the average calls per officer, per shift is 5. He said the officer to citizen ratio is .92:1,000. He showed a comparison to other cities. He said the goal is to move to something a little more feasible which is 1 officer per 1,000. He talked about their 5-year growth plan. He said they are anticipating an 11.5% increase in population in the next 5 years and 17.5% increase in the calls of service. He next talked about the budget they have prepared. They are requesting 1 new officer to keep that ratio to 1:1,000. He said we will be roughly over 20,000 growth in population in the next 5 years (2027-2028 FY) and they would need to add 4 officers between now and then to keep that ratio so they would like to add 1 new

officer for the 2023-2024 year as well as adding a new vehicle to the fleet. In 2024-2025 we would ask for another officer as well. In 2025-2026 we will ask for clerical staff. In 2026-2027 we would ask for another officer and another vehicle allotment and then in 2027-2028 we would ask for 1 more officer bringing us to that 1:1,000 match. He said the AXIOM contract also needs to be added to the budget. It is a file sharing that we are going to be force into, which is about \$34,500 a year. The Washington County Attorney's Office is requiring that we media share our body cameras that are mandated so that we can share that information from our officers to them for cases for review. He said that with accreditation we are going to be required to do better things. There are some expectations that we are required to uphold. Part of that is better training so we are requesting 25% increase in our training budget. We have an additional 16 hours that Utah Post is requiring for mental health, which includes autism awareness and de-escalation training techniques to help us be better officers.

- Chief Flowers discussed animal control. He said when it comes to animal control the department is busy in both cities. We need to take one of our animal control part-time employees and make them full-time. At some point both cities are going to have to invest a little bit in our animal shelters. We have two good shelters, but we are outgrowing them and there needs to be some improvement for the animals. He talked about our agreement with the County. When they encounter animals in the unincorporated area, we have agreed to help them with that. It has been okay. We want to continue on with that partnership. He would like to have some updates in the Santa Clara animal shelter. He said the Police Department has done some really great things. He talked about the time the officers spend on calls. He said that when officers spend more than 50% of their time obligated, they go from call to call to call then we lose something there. He said we have done some things differently. We have modernized our weaponry. He said that the budget is 80% personnel. We have received money for our equipment from grants. The AXIOM program updates our taser program and the camera comes up automatically and they store it for us. He talked about wages. He said if we want to keep our officers, we have to pay them. He said that is why he has requested a significant pay increase. He said we have been treated well by the Councils and he is grateful for the equipment that has been provided. He said our dispatch is probably going to go up. He said the training costs have been kept down because we have been doing our own training. We have firearm instructors, and he was recently certified in the autism class. We are not going to be able to continue to do all our own training and get all of the training we need. All the training pays huge dividends.

- Mayor Rosenberg asked about the substation here in Santa Clara City Hall. Is it going to be operational again?

- Chief Flowers said they talked about moving an officer and maybe the code enforcement over here as well as investigations. He said he is going to talk to Brock Jacobsen, Santa Clara City Manager, about this. He said they want to make sure citizens are comfortable with both arrangements.

- Mayor Rosenberg asked Matt Ence, Santa Clara City Attorney, to discuss the existing interlocal agreement regarding the Fire Department, particularly the separation clauses. He invited Dale Coulam, Ivins City Manager, to make any comments he may have.

- Matt Ence said there are three ways that the agreement can be terminated and that the

two cities can go their separate ways as far as providing fire service. The first option is that either city has the option to withdraw from the agreement with 90 days written notice to the other city. That notice has to be given at least 90 days prior to the end of the fiscal year. The implication being that once that notice is given that preparations would be made for that withdrawal to be effective as of the end of the fiscal year. The second option is that if in the review of the department's budget, which occurs each year by both cities, if one of the cities did not give the required approval of the budget within a certain timeline, and that is by March 1 of that year, then the cities would have the month of March to work out any issues and see if an agreement could be reached and approval of the budget could be given. If that was not completed by April 1, then that would be deemed a withdrawal similar to the first option and that withdrawal would then become effective at the end of the fiscal year. The third option is mutually agreed dissolution of the department. This doesn't have the same time limits or deadlines on it. If it is mutually agreed, then there would be some agreement on the details on how that would happen once the dissolution was agreed to. There are implications with each of these options including how assets would be divided and how personnel would be handled and some of that is addressed in the agreement and some of it would have to be worked out between the cities.

- Mayor Rosenberg said we are now going to have a presentation from Andrew Parker, Fire Chief, and Brock Jacobsen, Santa Clara City Manager on the Fire Department. He said they will talk about the history of the department and about some options moving forward.

- Chief Parker said he hopes we can find resolution. We have worked hard on finding a plan. He said he has been with the department for 6 months. He showed data of response times, where the stations are staffed, the travel distances to the Councils. He said these things matter because they demonstrate the type of service delivery that we are giving. He gave a history of the fire department. We run almost 1,500 calls a year. We are covering 490 square miles. That is the strain that is placed on our resources especially when we have less staffing. We can be gone for one or two hours serving that area. He said we have been working to get our Utah EMS standards up and also our IOS standards. We are doing great on medical. We typically have two personnel every day that are EMS certified and we have a medic. We are in full compliance. We are working on getting the fire response up. We run 12-hour shifts. We have two people on ambulance and a captain in a pickup truck. We are still relying on our volunteer response. We want to have primary resource at the Center Street Station. He explained the difficulty in having only volunteer response. He explained what the "golden hour" is. We want to get somebody to a trauma center within that hour. He said that is something he wanted to make sure happened as soon as he came to the department. He said there has been issues with the staffing. He said he thinks we can provide resolution tonight. He said he has looked at the National Fire Protection standards and this has caused them to move to 24-hour shifts. This provides the most reliable coverage. He showed a chart of the staffing times. He said they really want continuity. We now have only 9 unassigned shifts, a paramedic on every day, 2 members on the ambulance and 2 different crew members on the fire engine and we will do this 24/7, 365 days a year. He said that everyone that is full-time is on a 48/96 rotating shift. Our part-timers will only come for one day. They all need to be risk firefighters. We have 6 part-timers that have committed to this. They all have positions

on our roster. We advertised for more and had a lot of applicants come in. We just filled the last spot. He said that instead of a free flow budget we assigned our part-time budget to a seat and there are 12 positions that are assigned. There were 28 part-time originally and we reduced that to 12 part-time employees, which has significant cost savings. These employees are all working to be crossed trained. We also have 8 volunteers that we budgeted for including equipment, uniforms and life insurance. They all sign work agreements, and they have to make about 30% of their calls within their district. The volunteers are also receiving a stipend twice a year. He talked about the plan for the Center Street Station. It has taken considerable about of planning and finances to get where we are at for our staffing for both cities. We have our current 8 volunteers responding out of the Center Street Station. The Staffing will not be adequate to cover the Kayenta area because we need those two units, a company officer and a pump operator. You have to have that in that station. He said that fire calls are about 30% and 67% of the calls are EMS. We need full-time people, but we can back them up with the volunteers. He said the plan for the Center Street Station is to have immediate staffing. We will have a two-person daily staffing, 3 captains full-time and 3 firefighters/EMT's full-time. We can back fill them with volunteers and that is being coordinated by one of our captains. Our medic will pick up calls. We will use existing budget funds. We are also going to use some of our wildland funds so that is why we want everyone to be crossed trained.

- Brock Jacobsen talked about getting the Center Street Station up and running as quickly as we can with the most cost saving that we can. We asked Chief Parker to go back through his budget and figure out what could be cut and what could we do to get the personnel there to operate out of Center Street. He presented to move and staff that there with six full-time employees. With that, the department took some things out of their budget. We were able to find funds. He said we made sure we had the proper PPE and uniform allotment to make sure the department had the equipment it needs. The budget would increase about \$80,000.

- Mike Scott said that Chief Parker had presented this staffing plan for Center Street back in early June and the six full-time personnel was sort of an add-on to what was the budget at the time. It sounds like the budget was rearranged.

- Chief Parker said that staffing profile actually gives us better staffing, but it is a reduction.

- Ben Shakespeare said the Chief has adjusted on his staffing and made some cuts which allows this to happen fairly immediately. Where is that number going to land for the cities on being able to have both stations staffed with this?

- Chief Parker said it would be up to Council. He said he can show the line items and what is being cut. A lot of the money is from wildland. We are not going to make the capital purchase we had planned. Lives are more important than equipment.

- Ben Shakespeare asked both Councils what we want, what do we expect, what do the residents expect. No one wants tax increases, but we have to make a decision on what we expect for both cities in this. He said there is a pursuit to get County assistance because we do respond all the way to the Nevada border.

- Chief Parker said that a consideration is also revenue. Is there revenue loses because we are not doing the wildland? Can we send a paramedic out? When you move one way, you have to move something the other way.

- Ben Shakespeare said you can cut to make it work the short term but eventually our

budgets need to be in line with what we want this to be. This is great short-term but ultimately that number is more in the \$200k to \$500k range for what we want.

- Mayor Rosenberg said that he and Mayor Hart met with the County Commission today and in the County Commission's eyes they would probably prefer us to go to some type of a fire district, a westside fire district. They are in the process right now of implementing a fire district up SR 18 with the small special service districts up there. They like the model they have running with Hurricane and the eastside special fire district. They asked if we would be interested in something like that. He said he hasn't heard support from either Council on that plan. The County Commission said that is an option. He said that without some legislative assistance we might not get funds outside of the district from the County. As we look at what we are going to do with the fire department going forward, he said he would anticipate that in next year's budget there would be some increases. We were thinking about that anyway because we had a 3-year plan to get the Center Station manned and we were working toward getting that done immediately with a limited Staff that can provide that increased coverage fairly quickly and this buys us a little bit of time to figure out future budgets and what we are going to need in supplies and what we are going to do with our direction. If we go away from wildland and focus on service within the communities that changes the makeup of that budget and the equipment and the manpower needs. This plan buys us a little bit of time to do that.

- Lance Anderson asked if the County could take everything that is outside of our cities limits and put it in that district.

- Mayor Rosenberg said that discussion could be had. If someone is out there and in distress our guys are going anyway.

- Lance Anderson said there would be someone else covering that area. He asks what makes us have to cover that area.

- Brock Jacobsen said the State mandates our coverage area. That is the most frustrating thing. Our citizens are footing the bill for our staff to respond to these areas when they can't be here where they need to be. That is why we have been pushing. We have another meeting with the County next week. The County can play a big factor in this to help us continue to move forward if they will pay their portion of what it is costing to the residents of Ivins and Santa Clara.

- Lance Anderson said that Chief Parker has lots of data. Can we take that data to the County? We need to get the County going. He said he knows if that truck is taken out to Motoqua, you are doing more damage than what would happen most of the year here in town. Does the fire district have to be contiguous to other fire districts? Maybe when they do that one, they could include the rest of the County.

- Brock Jacobsen said their issue with the fire district is how are they going to staff it. Our people will still be going out to the accident because they might not have the staffing. We would still be running and not be getting any compensation.

- Mayor Rosenberg said mutual aid agreements come into play. We can continue the conversation with the County and continue the request. There are things we can do. We have been making nice requests and using the data on the calls out there to justify the requests for funds. They are kind of saying that if we want money, we need to create a special service district. We need to keep pushing. There is work to be done there.

- Lance Anderson suggested having a presentation by Chief Parker so the citizens can

see what we are doing, and they can go talk to the County Commissioners.

- Denny Drake said we have actually prepared that, showing the cost to the cities and presented that to the County, and it still doesn't resonate that they should help with the cost. The legislature with the way they have created the requirement is it is the nearest and we are the nearest. We need to continue to negotiate with the County to try and get some help. The data is available, and we need to keep giving them that data.

- Mayor Hart said that Councilman Drake is a former County Commission, and he is curious about what his take is about the special district. He said if they created that district it would probably require our current coverage area and he thinks the County Commission would prefer a single westside district that would include everything up SR18 as well. We don't have a lot of interest in that. He said this is the first he has heard that the County suggest that this would even be a possibility to create a district that included our two cities and then on west. The money has to come from some place. If the district is created, it becomes its own taxing entity. If we move this direction towards a greater number of full-time firefighters and EMS personnel, his concern is the budget aspect of this. We don't see where that is coming from without our City going through a truth in taxation process and increasing the property tax available to us to cover that. He told Brock Jacobsen and Chief Parker that for them to respond the way they have to this need of manning that station and recognizing that this has been in the plan all along but for them to somehow made a way to do that without us having to consume all of our funds to make that happen, we go beyond feeling appreciative of that. Long term the biggest concern we have is where does this go eventually in terms of dollars and how are we going to fund it. He said the volunteer model has worked very well for us. If the budgets are going to accommodate what the plan is for the anticipated needs, then we have to do something. The district is one option or for us to come up with the revenue through property tax increases is likely. Our residents are going to be required to pay for the improved service regardless. He said they really cherish the relationship they have with Santa Clara and believe that what we have done together both in shared resources and these interlocal agreements have benefited both of our cities tremendously. He said he would really hope that we can figure these things out. We are stronger together than we are separately. He said he believes that has been born out with the law enforcement agreement. He said they have another Council meeting tomorrow night and asked Chief Parker if his information presented tonight might be available for them to view tomorrow night.

- Mayor Rosenberg said he concurs and the reason neither of our cities have had to do a truth in taxation over the life of the agreements is because of the agreements. The cost savings that both cities have enjoyed during the life of the police agreement and the fire department agreement has allowed us to not have to go through a property tax increase. He said he doesn't think anyone, at least from Santa Clara's Council, is pushing for separation. He said that is probably the worst option out there. We are not really high on the idea of a special service district. He said he likes the plan as it has been presented. It is affordable this year for both cities. We have more work to do this year as we start working on next year's budget to make sure we are addressing all the needs and know how we are going to fund those. He said he doesn't think anyone is pushing for a property tax increase in the very near future but eventually we are going to have to do some because we can't put it off forever. There is a model out there

where cities do property tax increases every year, but they are very small, and they just continue to do it and the citizens become accustomed to it. They are not big hits on an annual basis, but they continue to keep up with the costs. We may have to look at that instead of a major increase every 10 years. At the same time, we can explore new things such as staffing and saving money through that process and volunteers to fill the shifts. But we have to have people fill the shifts, so we are not leaving the shifts empty, so we have the people to be able to respond and continue that work going forward.

- Denny Drake said there is growth contributing to the factor that we are going to need additional manpower, additional units, fire protection and one of the simpler solutions is to have growth help pay for it and that is through impact fees where you can assign impact fees to public safety and those impact fees could be increased for those new people coming in to help pay. Does it raise a cost? Absolutely. But who is the cost being raised to? The homebuilder is going to have to pay for what they are creating as far as the need within various cities. It would minimize what you would have to tax. That becomes a substantial way to offset that cost.

- Lance Anderson said he thought impact fees only paid for facilities, not for future manpower.

- Matt Ence said you would have to identify the capital costs that you would apply those impact fees to. The impact fee stream of revenue is not one that lasts forever because it is only from new growth. Under State law you wouldn't be able to use it for personnel but there may be some things it could be used for.

- Denny Drake said it is basically directed at the cause for the increase and where you are already master planning and general planning on a five-year basis for what you are going to do within it, it basically becomes part of your budgeting plan and can therefore be applied if you are buying equipment and that kind of things. He said he likes that the Chief has come up with a really good plan that saves each community a considerable amount of money. He said the wildland has been productive over the years for our communities because we have been able to get money recouped. He said he thinks we should continue to work together to come up with those processes. It has been a huge savings for each community to be combined and our efficiencies in the police and fire departments are better than most of the other communities in the area that are on their own.

- Lance Anderson asked Chief Parker about what he said about the westside and Kayenta not being adequately covered. With the new staffing what would you be able to do?

- Chief Parker said that if we get the station staffed, they are obviously going to cover that area. He is talking about the area that is out of our coverage area.

- Christa Hinton asked if he was talking about the ISO rating there.

- Chief Parker said yes. We could probably go out and have that ISO inspection done.

- Jenny Johnson said she is curious about how we got from \$625,000 down to \$80,000 just based on staffing.

- Chief Parker said he had a line item that was about \$390,000 down to \$325,000 which is what our current personnel will be and take that difference. There are capital costs such as the wildland truck at \$80,000 and safety gear. We reduced the profile down to 12 assigned positions. Those assigned seats reduce that salaries and wages and then all the other line items, gear and equipment, fuel wildland costs, wildland

overtime and other line items and that is where that comes from. We did a direct analysis on personnel costs.

- Jenny Johnson said Chief Parker said the Center Steet Station would be staffed with 2 personnel and then supplement that with volunteers. Are you taking from your original 5 at Rachel Station the 2 and moving them over there?

- Chief Parker said yes.

- Jenny Johnson said that was when he was talking about the minimum standards.

Does that give you the minimum standard?

- Chief Parker said yes. We are going to move them over.

- Jenny Johnson said Chief Parker said they would be staffed with the 8 volunteers.

There are 21 part-time and 11 volunteers on the roster as of yesterday. Is it just the 8 volunteers he is going to be pulling from or is it the part-timers as well?

- Chief Parker said that is up to the Councils. We have to make sure they have safety gear and uniforms. Whatever the number will be, we have to put them in uniforms.

Some of the equipment is expired. He has some ideas of how the shifts will work.

- Jenny Johnson said they would be required to work a 24-hour shift. Is that correct?

- Chief Parker said we want the part-timers on 24-hour shifts. In the agreement it is 2 shifts a month. That is what we want. Volunteers are supposed to respond to 30% of the calls in their neighboring district.

- Jenny Johnson asked if the volunteers would be required to be at station during their shift and not respond from anywhere else.

- Chief Parker said that is an option. They can work 2 hours at the station. We could also ask them to commit to one shift a month. It could help boost that staffing.

- Jenny Johnson said if you are only requiring one shift a month from a volunteer, why are they needing to purchase a uniform to look good at the station if they are only there once a month. Why not just have their gear.

- Chief Parker said it is obviously to make them look more professional, but NFPA requires it because the uniform that we have is dual compliant. They also have to have the proper boots.

- Mike Scott asked Chief Parker about the plan to have the staffing at Center Street.

When we talked about that in June Chief Parker indicated that he could make that happen almost instantly once Center Street was renovated. If we approved the budget increase, would he be ready to move right away, and Center Street would be staffed?

- Chief Parker said that was correct. The crew worked at the station on July 4th and 24th. The alerting system is going to be done within the month. He also corrected him that this wouldn't be a budget amendment, it would just be a transfer.

- Brock Jacobsen said there is a process of hiring and getting all of the paperwork done so there is still a process.

- Chief Parker said it could be in a week or so.

- Jenny Johnson asked about the automatic alert system. She said her understanding is it will not be a complete system for the department until and if St. George joins in because our mutual aid agreement is they would be our backup and if they don't have that alerting system then it doesn't help our communities with the alerting system, so we need to have it in full action with all of them and the St. George Fire Chief is not in agreement of using that. How is that going to benefit us if it doesn't get used by everybody?

- Chief Parker said the alerting hardware is in the station. We have a meeting

tomorrow with the chiefs to discuss how we are going to program that system. If we and the other cities that have the system are going to use them to their maximum potential, then St. George would get a page out.

- Mayor Rosenberg asked what the reason is that Chief Stoker (St. George) is hesitant.

- Chief Parker said that isn't the case from his understanding. We are continuing the conversation tomorrow with all the chiefs.

- Mayor Hart said that in Chief Parker's presentation it appears that he is going to continue to utilize the part-time and volunteers.

- Chief Parker said absolutely. That was the intention from day 1. They have 8 volunteers and a special assistant volunteer and that is what we have budgeted for in the uniform allowance and gear.

- Mayor Hart said they are two different categories where they have different requirements. Is that correct.

- Chief Parker said that is correct.

- Mayor Hart said for someone to participate as a part-timer, there are some requirements they would have to meet. Some of them are legislated?

- Chief Parker said that is correct. There are different hours and labor laws and agreements and policies and all of those things.

- Mayor Hart said that if the volunteers qualify there are things that are going to be required that they are certified and in physical condition suitable to be able to respond to fires and those type of things. Is that right? And are there any full-time staffing requirements for them for manning the station?

- Chief Parker said they can come and go as they please, but they are required to respond to at least 30% of the calls.

- Brock Jacobsen said we would love for them to commit to a shift a month or something like that.

- Chief Parker said the most ideal thing would be to get them in continuity with the Staff.

- Lance Anderson asked that if someone came off the street today and had all the requirements and we had to suit him up, what would that cost.

- Chief Parker said the \$4,500 is the profile on their safety gear and then their uniform and any other certification things we would have to pay for. The uniform is \$1,800. The total is about \$7,500 for everything. That is the same amount for new hire part-time people.

- Lance Anderson asked if there was any chance for two part-time people to cover a shift so they only had a 12-hour shift. Some of them are working.

- Chief Parker said that is a possibility. That would double the cost. We moved to where we are at because it wasn't working before. Our call profile is different from years past. We are getting much more calls.

- Jenny Johnson said that Chief Stoker said they are having a difficult time finding a system that works that connects all of that together so even though the cities all have their own it is finding the right system that brings it all together and the systems they are looking at are very pricey.

- Mayor Hart asked if it is operational at some level even without the central nervous system being a part of it. How valuable is it? We are talking about \$50k.

- Chief Parker said that the system is designed to reduce the call in take and processing time. The computer will know what we need from the department and who needs to

respond. That has to be put into the system. We haven't done that yet and hopefully the meeting tomorrow is to discuss that part of it. Whether or not any other agency does this with us doesn't matter necessarily because we can page them.

- Mayor Hart asked if it has justifiable value.

- Chief Parker said absolutely and that is why everyone else is using it. This is the wave of the future.

- Lance Anderson said if you divide that number for this by ERUs, that is \$133 a year per ERU. We need to really think about the value of this. If you are the one needing the service, \$133 is nothing. When we look at it as a whole it is big dollars.

- Ben Shakespeare said that is a reality. He said the reality is that number is probably \$100k to \$200k per City to make this department what we want. We are going to need those funds. Collectively we can do this without a big burden to the residents. He said Ivins and Santa Clara would pay the burden of that special district. The burden will fall on us even more and we won't have the control of things. He said he thinks the direction we are headed is great. He asked about volunteers. If they are required to do a 24-hour shift and are required to do a minimum of 30% of the calls. Does that 24-hour shift credit towards their time?

- Chief Parker said the current agreement is 30% of the calls responding from their house so that is a decision we need to make of do we want them to commit to 24-hours. That would be a completely different voluntary agreement.

- Mayor Hart said it has been positive to be here and wonderful to be here and discuss this but going into the future as we meet twice a year, we can talk about the specifics of this and determine what a feasible budget is for both cities and Chief Parker can work things around to make it happen. He thanked Brock Jacobsen too.

- Mike Scott said culture trumps strategy every time. The best strategic idea means nothing in isolation if the strategy conflicts with how a group of people already believe, behave or make decisions, it will fail. He read from an article that said that a culturally robust team can turn a so-so strategy into a winner and that the how matters in how we get performance. He said we talked a lot about the "what" tonight and unfortunately not able to talk about the "how". There is a lot to process and he said he looks forward to our continuing discussion. He appreciated the data shared. He looks forward to further discussions especially on the required verses the ideal schedules for part-time. He said there may be a vision at play but if we destroy the culture in the process, we have problems. He said he would like further clarification on what is required by law standards verses what we ideally want and how do we get there. Do we get there over six weeks, or do we get there over a staged, planned approach which is what we have requested from Ivins City Council.

- Mayor Rosenberg said he appreciates everyone being here and he appreciates the civility. He thanked the fire fighters and police officers that are in the audience. He thanked the audience, and he thanked the Ivins City Council. He said we look forward to visiting them in their chamber in January. He also thanked the Santa Clara City Council.

3. Adjournment:

Meeting Adjourned at 6:47 p.m.

Chris Shelley – City Recorder

Date Approved: _____

DRAFT

**City of Santa Clara
Check Register
Checking 1889 - 07/13/2022 to 07/13/2022**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
CHILD SUPPORT SERVICES	69882	71322-873789	07/13/2022	07/13/2022	206.77	CASEY-C000873789 PAY PERIOD END 7/13/	102595-000 - GARNISMENTS PAY
					\$206.77		
CITY OF ST GEORGE - UTILITIE	69883	71222-SC LINE	07/12/2022	07/13/2022	7,655.34	SNOW CANYON LINE JUN 2022	515110-275 - SNOW CANYON OP
CITY OF ST GEORGE - UTILITIE	69883	71222-WELL 6	07/12/2022	07/13/2022	8,155.09	SNOW CANYON WELL #6 JUNE 2022	515110-271 - WELLS UTILITY COS
CITY OF ST GEORGE - UTILITIE	69883	71222-WELL 7	07/12/2022	07/13/2022	6,066.61	SNOW CANYON WELL #7 JUNE 2022	515110-271 - WELLS UTILITY COS
CITY OF ST GEORGE - UTILITIE	69883	71222-WTR TAN	07/12/2022	07/13/2022	34,146.62	WATER TANK JUNE 2022	515110-275 - SNOW CANYON OP
					\$56,023.66		
					\$56,023.66		
CITY OF ST GEORGE-IMPACT	69884	APR-JUN 2022	07/12/2022	07/13/2022	59,297.00	SEWER IMPACT FEES APR-JUN 2022	522411-000 - SEWER IMPACT - ST
					\$59,297.00		
COLE WEST DEVELOPMENT	69885	SAC210414071	07/12/2022	07/13/2022	500.00	BLDG MAIN DEP REF PERMIT 21-071	102570-000 - BLDG SITE MAINTEN
COLE WEST DEVELOPMENT	69885	SAC210414072	07/12/2022	07/13/2022	500.00	BLDG MAIN DEP REF PERMIT 21-072	102570-000 - BLDG SITE MAINTEN
COLE WEST DEVELOPMENT	69885	SAC210414073	07/12/2022	07/13/2022	500.00	BLDG MAIN DEP REF PERMIT 21-073	102570-000 - BLDG SITE MAINTEN
COLE WEST DEVELOPMENT	69885	SAC210414074	07/12/2022	07/13/2022	500.00	BLDG MAIN DEP REF PERMIT 21-074	102570-000 - BLDG SITE MAINTEN
COLE WEST DEVELOPMENT	69885	SAC210414075	07/12/2022	07/13/2022	500.00	BLDG MAIN DEP REF PERMIT 21-075	102570-000 - BLDG SITE MAINTEN
COLE WEST DEVELOPMENT	69885	SAC210414076	07/12/2022	07/13/2022	500.00	BLDG MAIN DEP REF PERMIT 21-076	102570-000 - BLDG SITE MAINTEN
COLE WEST DEVELOPMENT	69885	SAC210414077	07/12/2022	07/13/2022	500.00	BLDG MAIN DEP REF PERMIT 21-077	102570-000 - BLDG SITE MAINTEN
					\$3,500.00		
					\$3,500.00		
ICPE, INC.	69886	063-029-0622	06/29/2022	07/13/2022	5,790.00	IMPACT FEE UPDATE ENGINEERING SERV	535310-320 - ENGINEERING SERV
ICPE, INC.	69886	063-030-0622	06/29/2022	07/13/2022	6,275.00	ENG SERV-69 KV LINE-RED MTN & PIONEER	535310-320 - ENGINEERING SERV
					\$12,065.00		
					\$12,065.00		
JACK OF ALL TRADES STG, LLC	69887	INV-22-0280	07/06/2022	07/13/2022	80.00	BLIND CORD REPLACEMENT	104240-260 - BUILDING MAINTEN
					\$80.00		
JOY MILES	69888	71222-J MILES	07/13/2022	07/13/2022	79.62	COURT INTERPRETER 7/12/22	104120-330 - LEGAL SERVICES
					\$79.62		
PITNEY BOWES/RESERVE ACC	69889	70722-POSTAG	07/06/2022	07/13/2022	400.00	POSTAGE METER REFILL	104130-245 - POSTAGE
					\$400.00		
SECURLYFT CORPORATION	69890	412	07/03/2022	07/13/2022	600.00	INV#412-MONTHLY SUBSCRIPTION JUNE	104230-250 - OPERATING SUPPLI
					\$600.00		
ST. GEORGE REFRIGERATION I	69891	40715	06/08/2022	07/13/2022	7,130.00	INV40715-AC UNIT FOR SERVER ROOM	104240-260 - BUILDING MAINTEN
					\$7,130.00		
STAKER & PARSON COMPANIES	69892	RETENTION-80	07/07/2022	07/13/2022	159,532.00	RETENTION CONTRACT 800842-2	104410-412 - CHIP SEALING M&S
					\$159,532.00		
STATE OF UTAH / BLDG	69893	APR-JUN 2022	07/12/2022	07/13/2022	887.12	BUILDING SURCHARGE APR-JUN 2022	104240-940 - INTERGOVT CHARG
					\$887.12		

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<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
TAYLOR BUILT HOMES	69894	SAC210120008	07/12/2022	07/13/2022	500.00	BLDG MAIN DEPOSIT REFUND PERMIT 21-	102570-000 - BLDG SITE MAINTEN
					\$500.00		
TOM'S MECHANICAL CONTRAC	69895	SAC200121007	07/12/2022	07/13/2022	500.00	BLDG MAIN DEP REFUND PERMIT 20-007	102570-000 - BLDG SITE MAINTEN
					\$500.00		
WASHINGTON COUNTY- HCP	69896	APR-JUN 2022-	07/12/2022	07/13/2022	17,648.54	HCP IMPACT FEES APR-JUN 2022	102260-000 - HCP IMPACT FEES -
					\$17,648.54		
WES VAUGHN	69897	SAC180709099	07/12/2022	07/13/2022	100.00	BLDG MAIN DEP REFUND PERMIT 18-099	102570-000 - BLDG SITE MAINTEN
					\$100.00		
					\$318,549.71		

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<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>
ARBITRAGE COMPLIANCE SPE	69910	1031179	07/18/2022	07/27/2022	600.00	INV1031179-ARBITRAGE REBATE CALCULA	545410-830 - FISCAL AGENT FEES
ARBITRAGE COMPLIANCE SPE	69910	1031179	07/18/2022	07/27/2022	1,400.00	INV1031179-ARBITRAGE REBATE CALCULA	515110-830 - FISCAL AGENT FEES
					<u>\$2,000.00</u>		
					\$2,000.00		
CHILD SUPPORT SERVICES	69911	72722-873789	07/27/2022	07/27/2022	206.77	CASEY-C000873789 PAY PERIOD END 7/27/	102595-000 - GARNISMENTS PAY
					<u>\$206.77</u>		
					\$206.77		
CITY OF ST GEORGE - S	69912	JUL 2022-SEWE	07/26/2022	07/27/2022	33,212.00	2888 SEWER CONNECTIONS @11.50 JULY	525210-945 - SEWER TREATMENT
					<u>\$33,212.00</u>		
					\$33,212.00		
COMPUTECH CONSULTING	69913	22821	07/26/2022	07/27/2022	156.27	INV 22821-APC BACKUP BN900M UPS	104130-310 - IT SERVICES
					<u>\$156.27</u>		
					\$156.27		
GLOBE LIFE LIBERTY NATIONA	ACH072722	JUL 22-LIFE INS	07/27/2022	07/27/2022	542.50	LIFE INSURANCE	102252-000 - ULGT LIFE PAYABLE
					<u>\$542.50</u>		
					\$542.50		
JOY MILES	69914	72622-JM	07/26/2022	07/27/2022	79.62	COURT INTERPRETER JULY 26, 2022	104120-330 - LEGAL SERVICES
					<u>\$79.62</u>		
					\$79.62		
LEAVITT, LAINEE	69915	72722-SCHOLA	07/27/2022	07/27/2022	500.00	MISS SANTA CLARA SCHOLARSHIP-2019 2	104610-023 - MISS SANTA CLARA
LEAVITT, LAINEE	69915	72722-SCHOLA	07/27/2022	07/27/2022	500.00	MISS SANTA CLARA SCHOLARSHIP-2021 M	104610-023 - MISS SANTA CLARA
					<u>\$1,000.00</u>		
					\$1,000.00		
OAK HOLLOW ELECTRIC INC	69916	17-581	07/12/2022	07/27/2022	10,365.00	INV 17-581 ELECTRICAL & LIGHTING	104410-263 - STREET LIGHT REP
					<u>\$10,365.00</u>		
					\$10,365.00		
WASHINGTON CITY	69917	0002639	05/18/2022	07/27/2022	1,140.00	LABOR & EQUIPMENT - DAMAGED POWER	535310-466 - POWER LINES/POLE
					<u>\$1,140.00</u>		
					\$1,140.00		
					<u>\$48,702.16</u>		
					\$48,702.16		

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ARTISTIC DESIGNS FABRICATIO	69918	681309	07/18/2022	08/03/2022	200.00	INV#681309 INSTALL NARCOTICS BOX ON	104230-253 - REPAIRS & MAINTEN
					\$200.00		
BELMONT UNIVERSITY	69919	80222-SC SCHO	08/03/2022	08/03/2022	1,000.00	SARAH BLODGETT-STUDENT ID B0056066	104610-023 - MISS SANTA CLARA
					\$1,000.00		
BUCKS ACE SANTA CLARA	69920	1003	07/05/2022	08/03/2022	13.16	INV 1003 ANCHOR BOLTS	535310-260 - BUILDING MAINTEN
BUCKS ACE SANTA CLARA	69920	1010	07/06/2022	08/03/2022	5.33	INV 1010 PLASTIC TUBING	535310-260 - BUILDING MAINTEN
BUCKS ACE SANTA CLARA	69920	1017	07/07/2022	08/03/2022	17.79	INV 1017 CONCRETE DRILL BIT	535310-260 - BUILDING MAINTEN
BUCKS ACE SANTA CLARA	69920	1030	07/11/2022	08/03/2022	35.10	INV 1030 TUBING GEN 2 RADIATOR	535310-630 - MISC EXPENSES FO
BUCKS ACE SANTA CLARA	69920	1038	07/12/2022	08/03/2022	7.15	INV 1038 SHOP SUPPLIES	535310-260 - BUILDING MAINTEN
BUCKS ACE SANTA CLARA	69920	1046	07/14/2022	08/03/2022	22.92	INV 1046 SWAMP COOLER PARTS	535310-260 - BUILDING MAINTEN
BUCKS ACE SANTA CLARA	69920	1048	07/14/2022	08/03/2022	16.30	INV 1048 KEYS MADE	535310-240 - OFFICE SUPPLIES
BUCKS ACE SANTA CLARA	69920	1071	07/19/2022	08/03/2022	93.35	INV 1071 CLEANING SUPPLIES	535310-260 - BUILDING MAINTEN
					\$211.10		
					\$211.10		
CITY OF ST GEORGE - S	69921	JUL 22 SEWER-	08/01/2022	08/03/2022	3,321.20	2888 CONNECTIONS-RATE INCREASE ADJ	525210-945 - SEWER TREATMENT
					\$3,321.20		
COMPUTECH CONSULTING	69922	22843	08/02/2022	08/03/2022	179.88	INV22843-ADOBE ACROBAT LIC FOR JAMI	104410-310 - IT SERVICES
					\$179.88		
DR. ROBERT R. FOSTER, D.O. P.	69923	AUG 22-MED S	08/01/2022	08/03/2022	1,200.00	MEDICAL SERVICES DIRECTOR-EMS & FIR	104230-370 - PROFESSIONAL SE
					\$1,200.00		
ERIC GENTRY	69924	JUL 2022-PROS	08/01/2022	08/03/2022	1,500.00	PROFESSIONAL SERVICES	104120-330 - LEGAL SERVICES
					\$1,500.00		
FREEDOM MAILING SERVICES, I	69925	43362	07/27/2022	08/03/2022	1,889.42	BILL PROCESSING	104130-370 - PROFESSIONAL SE
					\$1,889.42		
LAURA SQUIRES	69926	84-JUL 2022 CC	08/01/2022	08/03/2022	350.00	Inv#84 CC MINUTES JULY 2022	104130-370 - PROFESSIONAL SE
					\$350.00		
MOUNTAIN WEST MECHANICAL,	69927	191219	05/06/2022	08/03/2022	1,921.20	INV191219 RACHEL FIRE STATION BATHR	104230-260 - BUILDING MAINTEN
					\$1,921.20		
PINETOP ENGINEERING, LLC	69928	4413	07/31/2022	08/03/2022	492.50	INV 4413 SIGNAL SUPPORT RADAR INSTAL	104410-370 - PROFESSIONAL SE
					\$492.50		
PROTECT YOUTH SPORTS	69929	980256	07/31/2022	08/03/2022	21.95	BACKGROUND CHECKS-FIRE, PARKS, PW,	104230-370 - PROFESSIONAL SE
PROTECT YOUTH SPORTS	69929	980256	07/31/2022	08/03/2022	21.95	BACKGROUND CHECKS-FIRE, PARKS, PW,	104410-370 - PROFESSIONAL SE
PROTECT YOUTH SPORTS	69929	980256	07/31/2022	08/03/2022	21.95	BACKGROUND CHECKS-FIRE, PARKS, PW,	535310-370 - PROFESSIONAL SE
PROTECT YOUTH SPORTS	69929	980256	07/31/2022	08/03/2022	65.85	BACKGROUND CHECKS-FIRE, PARKS, PW,	104510-370 - PROFESSIONAL SE
					\$131.70		
					\$131.70		

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UPPER CASE PRINTING INK.	69930	18544	07/25/2022	08/03/2022	104.86	BACK OF BILL PRINTING	104130-370 - PROFESSIONAL SE
					\$104.86		
UTAH STATE TREASURER / FINE	69931	JUL 2022-COUR	08/02/2022	08/03/2022	7,413.75	COURT SURCHARGES	104120-905 - STATE FINE COLLEC
					\$7,413.75		
UTAH TECH UNIVERSITY	69932	S0410484	07/28/2022	08/03/2022	8,505.00	S0410484-CEC SUBSRIBER #S FY23	104130-542 - CEC ANNUAL ASSES
					\$8,505.00		
WASH. CO. FLOOD CONTROL DI	69933	JUL 2022-FLOO	08/01/2022	08/03/2022	4,611.00	FLOOD CONTROL DISTRICT 53-330100000	545410-770 - FLOOD CONTROL DI
					\$4,611.00		
YOUNG CHEVROLET	69934	080222-PARKS	08/02/2022	08/03/2022	45,421.96	2022 CHEV SILV 3500HD PARKS DEPT	104510-740 - CAPITAL EQUIPMEN
					\$45,421.96		
					\$78,453.57		

Mayor
Rick Rosenberg

City Manager
Brock Jacobsen



City Council
Denny Drake
Leina Mathis
Ben Shakespeare
Jarett Waite
Christa Hinton

CITY COUNCIL

Meeting Date: August 10, 2022

Agenda Item: 1

Applicant: Dustin Mouritsen

Requested by: Dustin Mouritsen

Subject: Third Amendment to the April 2015 update to the Storm Water Master Plan

Description:

Consider approval of the update to the 2015 Storm Water Master Plan. With the future developments near Pioneer Parkway and Red Mountain Drive the existing culvert crossing under Pioneer Parkway in the Tuacahn Wash are only sized for a 10 year flood. When flooding water occurs the culvert's reach capacity and the flood waters over top Pioneer Parkway causing the road to be closed. With the future expansion of Pioneer Parkway now would be a good time to look at replacing the culvert's with the capacity to hold up to a 100 year flood event. With an amendment to the current Storm Water Master Plan the project would be 50% impact fee eligible. Current Residential Impact fee= \$558.90 Proposed Amended Residential Impact Fee= \$846.53 Current Commercial Impact Fee= \$933.36 Proposed Amended Commercial Impact Fee= \$1,413.70. Increase Impact Fee of \$287.63 per residential ERU and \$480.34 per commercial ERU.

Recommendation: Approval

Cost: 0

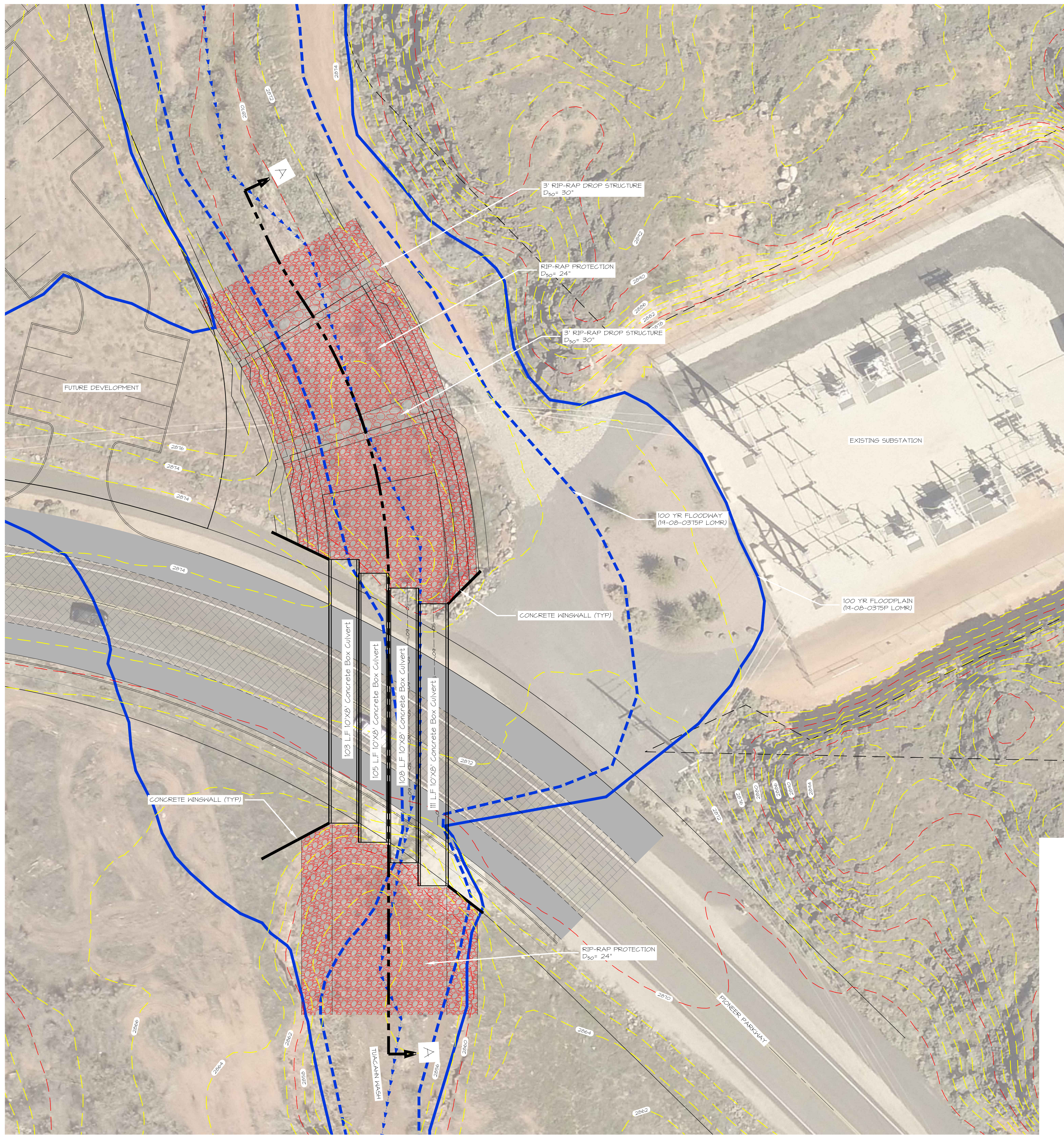
Legal Approval: Yes

Finance Approval: Yes

Budget Approval: Yes

Attachments:

<https://sccity.org/wp-content/uploads/formidable/41/Storm-Water-Master-Plan-Amendment-1.docx>, <https://sccity.org/wp-content/uploads/formidable/41/Engineers-Estimate-Pioneer-Parkway-Culvert-Replacement-5-27-2022-2.pdf>



EARTHWORK VOLUMES:

1,344	(C) CU. YD. CUT
0	(F) CU. YD. FILL
1,344	(C) CU. YD. NET

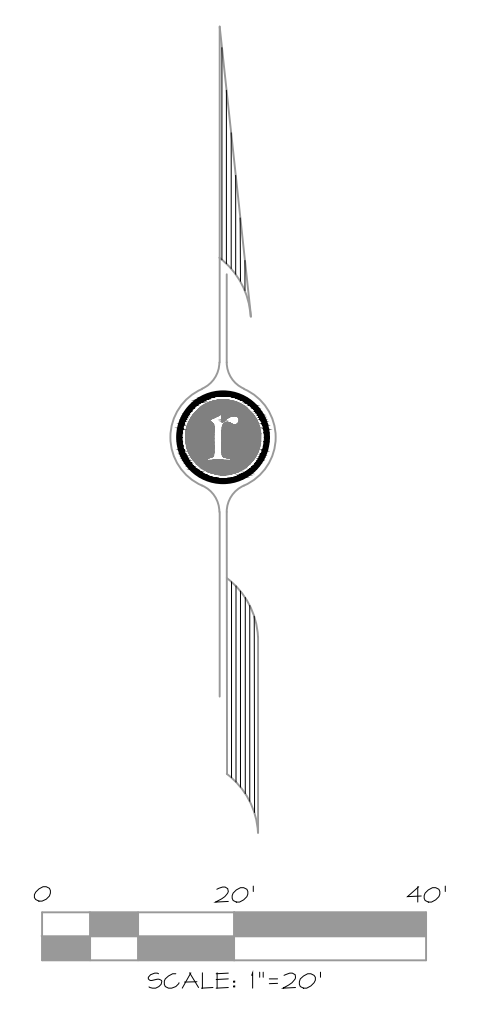
THE EARTHWORK CUT AND FILL VOLUMES SHOWN ON THIS PLAN ARE BASED SOLELY ON THE VOLUME DIFFERENCES BETWEEN TWO DIGITAL TERRAIN MODELS (DTMS) OR SURFACES: THE EXISTING GROUND SURFACE AND THE PROPOSED FINISHED GRADE SURFACE. THIS IS PRESENTED FOR REFERENCE ONLY AS THE FIRST STEP IN THE PROCESS OF PERFORMING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

LEGEND

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

QUANTITIES

1. RIP RAP D₅₀ 30 INCH = 160 CU. YDS.
2. RIP RAP D₅₀ 24 INCH = 2,695 CU. YDS.
3. 428 L.F. 8FT X 10FT CONCRETE BOX CULVERT



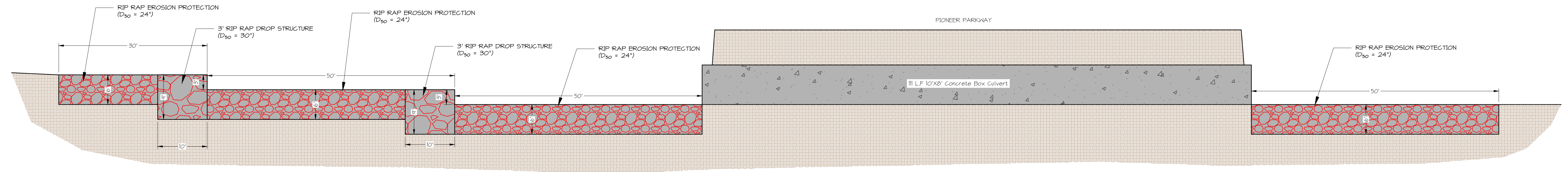
DATE:	5-26-22
JOB NO.:	12454-22-005
DESIGNED BY:	RNN
CHECKED BY:	JWB
DWG.:	GROSSING
DATE:	
REVISIONS:	

ROSENBERG
A S S O C I A T E S
CIVIL ENGINEERS • LAND SURVEYORS

352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph: (435) 673-8888, Fx: (435) 673-4397
www.racivil.com

PIONEER PARKWAY CROSSING REPLACEMENT
FOR
SANTA CLARA CITY
SANTA CLARA
UTAH

REVISIONS	DATE



PIONEER PARKWAY CROSSING REPLACEMENT (SECTION A-A)
 SCALE 1"=10'

RIP-RAP CONSTRUCTION NOTES (DROP STRUCTURES)

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

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

RIP-RAP CONSTRUCTION NOTES (EROSION PROTECTION)

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

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



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

PROJECT 12454-22-005

PREPARED Jared Bates

DATE May 27, 2022

Estimate of Probable Cost
Pioneer Parkway Culvert Replacement - Tuacahn Wash
Santa Clara, Utah

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

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

**THIRD AMENDMENT TO THE APRIL 2015 UPDATE
OF THE SANTA CLARA CITY
STORM WATER MASTER PLAN
JUNE 2022**

A. INTRODUCTION

Santa Clara City has contracted with Sunrise Engineering to prepare an amendment to the already adopted Santa Clara City Storm Water Master Plan (the Adopted Plan), which included an Impact Fee Facilities Plan and Impact Fee Analysis. This amendment shall be considered part of the Adopted Plan once the amendment is adopted by the City Council.

The purpose of this amendment is to incorporate an additional box culvert project along the Tuachan Wash crossing Pioneer Parkway. This new crossing will minimize the water flow across the top of Pioneer Parkway projected in the 100-year flood demands by diverting it the four 10' X 8' concrete box culverts under Pioneer Parkway. The city felt it necessary to complete an amendment to the latest update of the Adopted Plan to address this addition.

B. USER ANALYSIS

The population and build-out projections used for this amendment will be the same as those used in the Adopted Plan as shown below. The source of this information is the 2015 Santa Clara City Wastewater System Impact Fee Facilities Plan & Impact fee Analysis. For a detailed description of the assumptions and methods used to determine these projections, refer to Section II of that report.

2015 Population: 6,825

Build-Out Population: 18,240

2015 ERUs: 2,047

Buildout ERUs: 5,472

C. IMPACT FEE FACILITIES PLAN

The project is expected to consist of concrete box culverts, earthwork, rip rap, grading control structures, wing walls, and roadway replacement. Figure IV.C.2 has been amended to include this project and is attached at the end of this amendment.

The Adopted Plan includes a list of recommended projects and improvements with a total cost of \$4,652,814.00. In the First Amendment to the April 2015 Update of the Santa Clara City Storm Water Master Plan (the First Amendment) done in March of 2017, this list was updated to

include an additional storm water project along Tuscany Drive. This project increased the cost of improvements by \$33,563 for a new total of \$4,686,377.

In the Second Amendment to the April 2015 Update of the Santa Clara City Storm Water Master Plan (the Second Amendment) done in May 2021, the list was updated to include a storm drain along Arrowhead Drive in addition to the already proposed curb and gutter. This project revision increased the cost of improvements by \$216,497 for a new total of \$4,902,874.

The estimated price of the proposed project crossing Pioneer Parkway was provided by the City along with a concept plan for the project. The total project cost estimate was determined to be \$2,061,222 from the provided estimate. The Engineer's Estimate of Probable Cost provided by the City for this project has been included in this amendment as well as an updated Table V.A.1 which gives an overall project summary.

D. IMPACT FEE ANALYSIS

For the Adopted Plan, the total impact fee eligible costs were calculated by multiplying the "percent of project cost determined to be due to new growth" (52.7%) by the "total estimated project cost" (\$4,652,814) and subtracting the "previously collected impact fees" (\$1,855,371.64). The resulting impact fee eligible cost was calculated as \$1,855,371.64.

The First Amendment improvements along Tuscany Dr. (upsizing and extending the storm water line) were determined to be necessitated due to new growth and were therefore 100% impact fee eligible. Adding the \$33,563.37 of impact fee eligible projects presented in the First Amendment to the impact fee eligible costs shown in the Adopted Plan resulted in the total impact fee eligible cost of \$1,888,935.64.

The Second Amendment improvements along Arrowhead Drive used the same percentage as the originally proposed Arrowhead Curb and Gutter improvements of 52.5% because it was assumed the drain affected the same amount of undeveloped area. Adding the impact fee eligible costs to those shown in the First Amendment resulted in a total impact fee eligible cost of \$2,002,596.64.

Using the same method as the adopted plan to calculate total impact fee eligible costs, the Pioneer Parkway Culvert Replacement was determined to be 50% impact fee eligible. Adding the impact fee eligible costs to those shown in the Second Amendment results in a total impact fee eligible cost of \$3,627,964.

The impact fee analysis in the Adopted Plan was completed based on dividing the total impact fee eligible improvements by the number of additional ERUs anticipated to buildout, but also adjusting the maximum impact fee amount because of the presence of both residential and commercial impact fees. The Adopted Plan set a separate residential impact fee and commercial impact fee based on the assumption that "runoff generated by commercial properties is 1.67 times higher than runoff generated by residential properties." The commercial impact fee per

ERU was therefore set higher than the residential impact fee per ERU by a factor of 1.67. The impact fee amounts are set so that total anticipated impact fee revenue equals the total impact fee eligible costs.

Based on the new impact fee eligible cost and leaving the number of residential and commercial ERUs the same as in the Adopted Plan, the new maximum impact fee eligible amounts are as follows:

- Current Maximum Residential Impact Fee = \$558.90
- Amended Maximum Residential Impact Fee = \$846.53
- Current Maximum Commercial Impact Fee = \$933.36
- Amended Maximum Commercial Impact Fee = \$1,413.70

This represents a potential increase in impact fee amounts of \$287.63 per residential ERU and \$480.34 per commercial ERU as compared to the Second Amendment. The impact fee calculations are shown in the amended Table V.C.1 below.

Though these values suggest increasing prices for new residents and commercial users, it is recommended to postpone any modifications to the impact fee amounts until the completion of the Santa Clara City Storm Water Master Plan 2021 update.

Amended Table V.C.1. Impact Fee Analysis

TABLE V.C.1			
CITY OF SANTA CLARA			
IMPACT FEE ANALYSIS			
STORM WATER SYSTEM FACILITY PLAN			
			Jun-22
IMPACT FEE CALCULATIONS			
Total Estimated Project Cost		\$	6,964,096
% of New Project Cost Due to New Growth	52.1%	\$	3,627,964.00
Previously Collected Impact Fees		\$	<u>594,756.36</u>
Impact Fee Eligible Cost		\$	3,033,207.64
No. of ERUs (2015)			2,047
Buildout ERU's			<u>5,472</u>
No. of New ERU's Due to Growth			3,425
Future ERUs			Percent of Runoff
	Residential ERUs	3,189	89.0%
	Commercial or Other ERUs	236	11.0%
Residential			
Maximum Residential Impact Fee = Total Eligible Cost / New ERU's		\$	<u>846.53</u> /ERU
Proposed Residential Impact Fee for Santa Clara City (FY2015) =		\$	<u>846</u> /ERU
Commercial			
Maximum Commercial Impact Fee = Total Eligible Cost / New ERU's		\$	<u>1,413.70</u> /ERU
Proposed Commercial Impact Fee for Santa Clara City (FY2015) =		\$	<u>1,413</u> /ERU

P:\Santa Clara City\SW\amendment\[Santa Clara SWMP 2015 - 3rd.xlsx]LF.

Amended Table V.A.1. Project Summary

Project	Total Cost	% Eligible	Eligible Cost
Santa Clara Drive Drainage Improvements (Actual Costs)	\$ 2,462,825	47.0%	\$ 1,157,528
Canyon View Dr. & Scenic Dr. Storm Drain System (Actual Costs)	\$ 132,064	47.0%	\$ 62,070
Replace Existing Concrete Irrigation Ditch (Between Santa Clar View Dr & Heights Dr)	\$ 285,711	7.22%	\$ 20,615
30-Inch Highway Crossings	\$ 186,347	47.0%	\$ 87,583
Vineyard Curb & Gutter and Drainage Improvements	\$ 310,472	34.8%	\$ 108,044
Arrowhead Curb & Gutter and Drainage Improvements	\$ 161,522	52.5%	\$ 84,799
Storm Water Facilities at City Hall (Actual Costs)	\$ 270,799	62.6%	\$ 169,520
North Town Regional Storm Drain	\$ 108,024	100.0%	\$ 108,024
400 East & North Town Intersection	\$ 44,903	62.6%	\$ 28,109
Lava Flow Wash Flood Channel	\$ 180,767	100.0%	\$ 180,767
South Hills Flood Channel & Detention Basin	\$ 222,077	100.0%	\$ 222,077
BMP Water Quality Improvements	\$ 177,303	62.6%	\$ 110,992
Engineering Studies and Flood Mapping	\$ 110,000	100.0%	\$ 110,000
Tuscany Drive Storm Drain (Amendment 1)	\$ 33,563	100.0%	\$ 33,563
Arrowhead Pipeline Improvements (Amendment 2)	\$ 216,497	52.5%	\$ 113,660.93
Tuachan Wash Crossing Pioneer Parkway	\$ 2,061,222	50.0%	\$ 1,030,611.00
Project	\$ 6,964,096	52.1%	\$ 3,627,964



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

PROJECT 12454-22-005

PREPARED Jared Bates

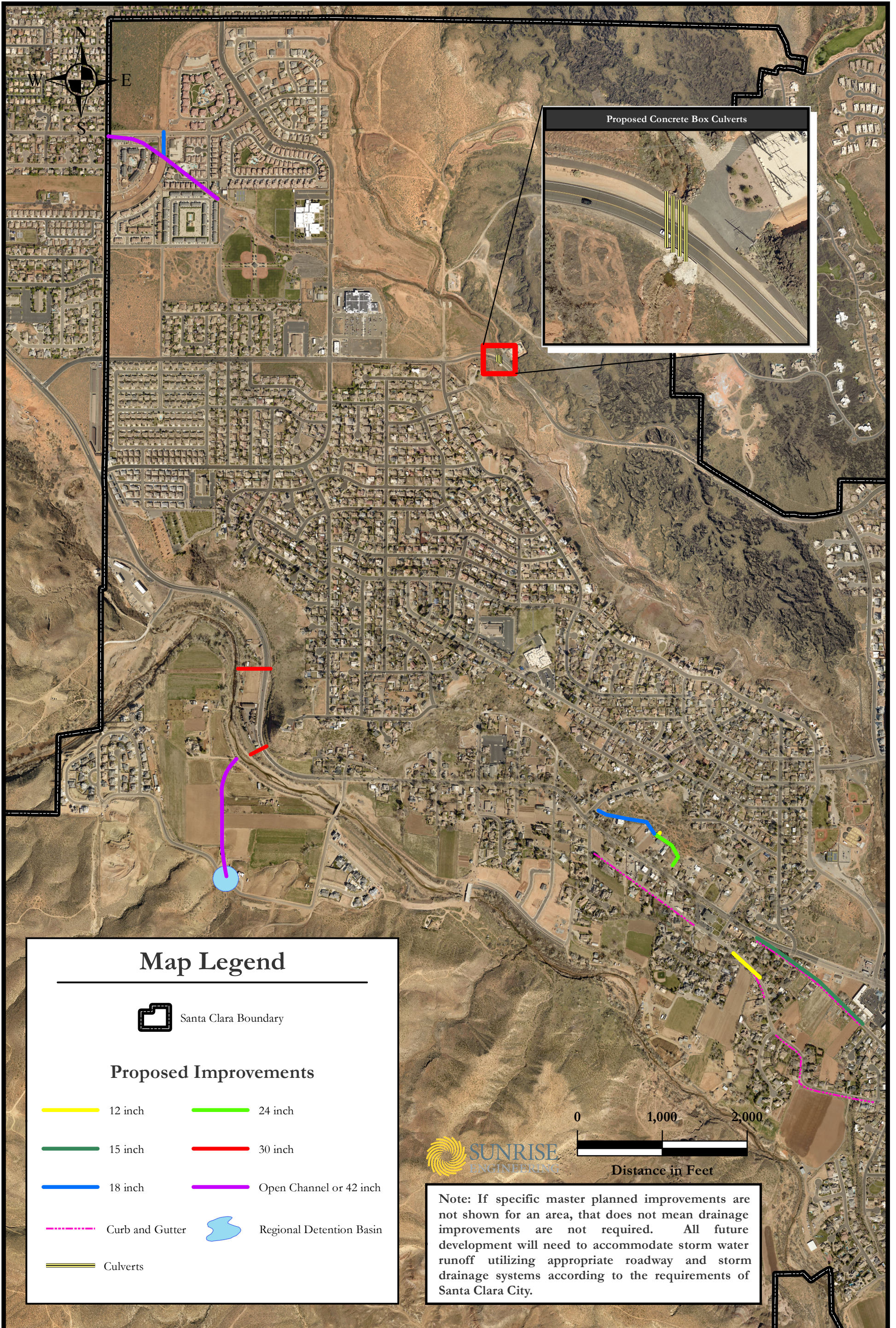
DATE May 27, 2022

Estimate of Probable Cost
Pioneer Parkway Culvert Replacement - Tuacahn Wash
Santa Clara, Utah

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

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

Figure IV.C.2 - Proposed Storm Water Improvements

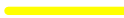










Map Legend



Santa Clara Boundary

Proposed Improvements

- | | |
|---|--|
|  12 inch |  24 inch |
|  15 inch |  30 inch |
|  18 inch |  Open Channel or 42 inch |
|  Curb and Gutter |  Regional Detention Basin |
|  Culverts | |



Distance in Feet

Note: If specific master planned improvements are not shown for an area, that does not mean drainage improvements are not required. All future development will need to accommodate storm water runoff utilizing appropriate roadway and storm drainage systems according to the requirements of Santa Clara City.

Third Amendment to the April 2015 Update of the Santa Clara City Storm Water Master Plan
June 2022

Current Maximum Residential Impact Fee = \$558.90

Proposed Amended Maximum Residential Impact Fee = \$846.53

Current Maximum Commercial Impact Fee = \$933.36

Proposed Amended Maximum Commercial Impact Fee = \$1,413.70

Mayor
Rick Rosenberg

City Manager
Brock Jacobsen



City Council
Denny Drake
Leina Mathis
Ben Shakespeare
Jarett Waite
Christa Hinton

CITY COUNCIL

Meeting Date: August 10, 2022

Agenda Item: 2

Applicant: Dave Hunter (Silverado LLC)

Requested by: James McNulty

Subject: Property Rezoning, Project Plan & Master Development

Agreement

Description:

Dave Hunter (Silverado LLC), is requesting to rezone 19.98 acres at the intersection of Pioneer Parkway and future extension of Red Mountain Drive, directly east of the Harmon's Shopping Center. The property is currently zoned Planned Development Residential, PDR and the applicant proposes to rezone it to the Planned Development Commercial, PDC to allow for a mixed-use development. The applicant and project team have been working with city staff on the most recent project design for several months. The Project Plan includes four (4) project phases which are discussed in detail within the staff report.

Recommendation: Approval

Attachments:

Cost: N/A

Legal Approval: Yes

Finance Approval: N/A

Budget Approval: N/A



City of Santa Clara
2603 Santa Clara Drive
(435) 656-4690, Ext. 225
jmcnulty@sccity.org

Staff Report

Property Rezoning, Project Plan & MDA Summary and Recommendation

Public Body: Santa Clara City Council

Meeting Date: August 10, 2022

Current Zone: Planned Development Residential, PDR

Proposed Zone: Planned Development Commercial, PDC

Property Address: Intersection of Pioneer Parkway and future extension of Red Mountain Drive
(Parcel #SC-6-2-9-43051212)

Property Size: 19.98 acres

Request: Property Rezoning, Project Plan & Master Development Agreement

Applicant Name: Dave Hunter

Staff Planner: Jim McNulty

Planning Staff Recommendation: Approve with conditions

Meeting Type: Public Meeting

PROJECT DESCRIPTION

The applicant, Dave Hunter (Silverado LLC), is requesting to rezone the subject property at the intersection of Pioneer Parkway and future extension of Red Mountain Drive (Parcel #SC-6-2-9-43051212), and directly east of the Harmon's Shopping Center. The subject property is 19.98 acres in size. The property is currently zoned Planned Development Residential, PDR and the applicant proposes to rezone it to the Planned Development Commercial, PDC Zone to allow for a mixed-use development.

The applicant and project team have been working with city staff on the most recent project design for several months. This item has been to multiple weekly TRC meetings and was discussed recently by the City Council during a work meeting. The Project Plan includes a total of four (4) project phases as follows:

- **Phase 1 includes 28 two-story Toy Garage Units with an apartment.** Each unit will have large overhead doors to allow for storage of dirt bikes, side by sides, or other off-road vehicles as well as boats, RVs, classic cars, or other items. A two-car driveway will be provided with each unit as well. This phase of the project will be accessed via a public roadway to meet city requirements. This will allow for street parking as needed.
- **Phase 2 includes a 96-unit multi-family housing project.** A total of four (4) apartment buildings are proposed each housing twenty-four (24) units. A minimum of 192 parking spaces (1

Request: Property Rezoning, Project Plan & Development Agreement

covered, 1 uncovered per unit) are required for the project. A pool, hot tub, and outdoor covered seating structure to provide shade are proposed as the project amenities.

- **Phase 3 will include a Sports Complex with thirty-four pickleball courts.** A total of twenty-four courts will be located within a building, with 10 courts being outside and adjacent to the proposed building. This phase also includes a sports bar & grille with a pickleball/sports related theme. Parking is vital for this site as the pickleball courts are likely to attract tournaments or other special events. This site includes a total of 179 parking spaces; however, 214 spaces are required by code. As a result, fifty-six (56) shared parking spaces have been provided in Phases 1, 2, and 4 for use.
- **Phase 4 includes a site for commercial uses associated with the project.** The Project Plan includes three (3) commercial buildings. At this time, potential users include a convenience store with a gasoline canopy, restaurants or other stores allowing for convenience of future residents.

PROJECT PLAN ITEMS/PROPOSED MITIGATION

City staff has been working with the applicant and project team on several items associated with the Project Plan. The following includes each item along with the proposed mitigation:

1. **Parking:** The Project Plan includes a total of 584 parking spaces. Chapter 17.32 requires a total of 528 parking spaces for the proposed mixed-use project. This includes a minimum of 192 spaces (1 covered, 1 uncovered) for the apartments project, with 56 spaces being required for the Toy Garages. The proposed sports complex/restaurant use requires 214 parking spaces, and the proposed commercial uses adjacent to Santa Clara Drive require 66 parking spaces. A total of 56 additional parking spaces have been provided in Phases 1, 2, and 4 for shared use. The applicant will be required to work with city staff during Subdivision Plat and Site Plan Review to verify required parking.
2. **Residential Unit Count:** The Project Plan includes a total of one hundred twenty-four (124) units. The proposed residential is in Phases 1 and 2. Phase 1 includes 28 two-story Toy Garage Units with apartments, with Phase 2 including 96 apartment units. The acreage for the two phases is 11.78 acres. This equates to a proposed density of 10.52 units/acre. As previously determined, the PDC Zone does not require a density bonus for a mixed-use project.
3. **Public Road Cross-Sections:** Silverado will be required to do public roadway improvements and dedications as part of the project. These public roads include the proposed public road in Phase 1, (50' right-of-way) from Rachel Drive to Red Mountain Drive (a portion of which will be required by the applicant) which are required to gain access to the site. Additionally, a deceleration lane will be required along Pioneer Parkway to the eastern project entry (Sports Complex/Restaurant, Phase 3). The applicant will be required to work with city staff and comply with all department recommendations during Subdivision Plat and Site Plan Review.
4. **Private Drive/Alley Cross-Sections:** Silverado will be required to do private drive improvements within the interior of the project Phases 2, 3, and 4). The applicant will be required to work with city staff and comply with all department recommendations during Subdivision Plat and Site Plan Review.

Request: Property Rezoning, Project Plan & Development Agreement

5. **Open Space:** Chapter 17.68 requires at least 30% of a project area to be in common open space. The Project Plan includes approximately 40% of open space being proposed for the overall project (Phases 1, 2, 3, and 4). The applicant will be required to work with city staff during Site Plan Review for each project phase to verify these calculations.
6. **Public Trail Access:** An existing pedestrian trail is located along the property frontage (Pioneer Parkway) and will remain in place, excepting areas for access and public roadway improvements. Along the eastern edge of the project along Pioneer Parkway, a 15' trail/maintenance easement is shown on the Project Plan. This will also allow for public trail access around the northern edge of the site. The trail will include a pedestrian crossing along Red Mountain Drive to connect with the existing trail in the area. The applicant will be required to work with city staff and comply with all department recommendations during Subdivision Plat and Site Plan Review.
7. **Project Amenities:** Chapter 17.68 requires project amenities including recreational facilities such as tennis courts, playground equipment, swimming pool, clubhouse, and other common amenities such as outdoor cooking/eating areas, gazebo, or gardens. The Silverado Project is proposing a pool, hot tub, and an outdoor covered seating structure for the apartment community. The Sports Complex includes 34 pickle ball courts which could also be used by the residents (Phases 1 & 2) of the project. A public trail will be put in place connecting the Pioneer Parkway trail with the existing trails to the north of the project. Public sidewalks will also be put in place allowing for pedestrian connections throughout the site. The applicant will be required to work with city staff and comply with all department recommendations during Subdivision Plat and Site Plan Review.
8. **Building Design & Materials:** Chapter 17.68 requires the review of building design and materials. The Project Plan includes four (4) project phases as follows:
 - **Phase 1 (Toy Storage)** includes a modern design with an aluminum panel system utilizing both a wood and metal finish appearance, with large windows for natural light. The roof will include a single ply membrane system. The building height for these buildings is 24' – 6".
 - **Phase 2 (Apartments)** includes a modern design with an exterior stucco system, a metal panel system, an aluminum panel system with wood finish, metal guard rails and large windows. The roof will include a single ply membrane system. The building height for the apartment buildings is 34' to the top of the roof canopy.
 - **Phase 3 (Sports Complex/Restaurant)** includes fiber cement or pre-finished metal cladding system with a pre-finished metal panel system, and an aluminum storefront system with a wood finish, with metal shade screening and windows. The roofing material will be standing seam metal. The building height for the Sports Complex building is 36' to the top of parapet. The building height of the Restaurant building is 37' – 6" which includes a second story with outdoor dining. ***The PD Zone allows for a building height of 35'. Both buildings in this phase exceed this requirement. The Planning Commission agreed with the height allowance of 36' for the Sports Complex Building; however, they voted 2 -2 on the height allowance of 37' – 6" for the restaurant Building. The Council can decide whether to agree with this recommendation.***
 - **Phase 4 (Commercial Uses)** includes an exterior stucco system, color fiber-cement or pre-finished metal cladding system, with an aluminum storefront and windows. The roof will include a single ply membrane system. The building height for the commercial buildings is 21' – 4" to the top of parapet. The applicant will be required to work with city staff and comply with all department recommendations to verify that all requirements have been met during Site Plan Review for each project phase.

Request: Property Rezoning, Project Plan & Development Agreement

9. **Landscaping & Water Efficiency:** Chapter 17.68 requires project landscaping and puts standards in place for the PD Zone. Section 17.68.050 discusses landscape design and water conservation principles. However, the city has an ordinance in place (**Ordinance #2022-05**) requiring all new development to be compliant with the Water Efficient Landscaping & Conservation Standards. The applicant will be required to work with city staff and comply with all department recommendations to verify that all requirements have been met during Site Plan Review for each project phase.
10. **Project Utilities:** Utilities (e.g., water, sewer, gas, etc.) will be required for the project. A secondary water connection will be required for outdoor water use. The applicant will be required to work with city staff and comply with all department recommendations during Subdivision Plat and Site Plan Review.
11. **Project Narrative:** The applicant has submitted a project narrative for your review and consideration (**copy attached**). City staff asked the applicant to update this item to match the Project Plan. It's likely that the City Council will have questions for the applicant during the meeting.
12. **Development Agreement:** A copy of the Master Development Agreement has been included. City staff and legal counsel have reviewed the document. The MDA is intended to guide the project through the development review and approval process.

NEIGHBORHOOD RESPONSE

Notices were sent to the property owners within 300' of the subject property. The subject property was also posted as per State Code. No responses were received by city staff. However, a few residents attended the July 14, 2022, Planning Commission meeting. One (1) resident spoke about traffic and noise associated with Pioneer Parkway with the proposed development of the subject property. No other residents commented.

GENERAL PLAN CONSIDERATION

The Santa Clara City General Plan indicates a Main Street Commercial, MSC Land Use for the subject property. The proposed Planned Development Commercial, PDC Zone complies with the intent of the General Plan. The description and character objectives for the MSC Land Use states the following:

“Predominantly commercial uses on the ground level, including uses such as stores, restaurants, and offices with residences and/or offices on the 2nd floor to make it pedestrian friendly as well as accessible by automobile. The overall development should include some of the following: plazas, wide and attractive sidewalks, and curb extensions at pedestrian crossings. Tree-lined interconnected streets with sidewalks and shared parking are encouraged”.

The proposed application includes a mixed-use project with both commercial and residential uses. The proposed retail businesses, sports complex, restaurant, and residential uses are encouraged by the General Plan.

STATE CODE CONSIDERATIONS

Request: Property Rezoning, Project Plan & Development Agreement

Utah Code, Section 10-9a-205 includes requirements for a rezoning of property (zoning map amendment). To rezone a property, a city must hold at least one public hearing. Additionally, a public hearing to consider a rezoning of property requires 10 days' notice rather than 24 hours' notice. A notice must also be sent to all property owners within 300' of the subject property, with a notice in a visible location, with a sign of sufficient size and durability. The city is also required to post on the State Public Notice website. Planning Staff has determined that all State Code requirements have been met with this application.

PLANNING STAFF RECOMMENDATION

On July 14, 2022, the Planning Commission held a public hearing and recommended approval of the proposed Silverado Property Rezoning & Project Plan from the Planned Development Residential, PDR Zone to the Planned Development Commercial, PDC Zone. City staff recommends that the City Council approve the Property Rezoning, Project Plan, and Master Development Agreement subject to the following conditions:

1. That the applicant be required to go through the Subdivision Plat Review process including plat recordation.
2. That the applicant be required to go through the Site Plan Review process as per the PDC Zone requirements.
3. That a total of 584 parking spaces be provided as per the Project Plan. That a total of 56 shared parking spaces be provided in Phases 1, 2, and 4 as per the Project Plan.
4. That a total of 124 residential units be allowed as per the Project Plan which equates to 10.52 units/acre. This includes 28 two-story Toy Garages with apartments in Phase 1, with 96 apartment units housed in four (4) buildings in Phase 2.
5. That at least 30% of the project area be in common open space. The Project Plan includes approximately 40% open space.
6. That a public trail be provided and put in place as per the Project Plan.
7. That project amenities be provided and put in place as per the Project Plan.
8. That the building design and materials comply with the drawings as presented by the applicant. That substantial changes to the building design and materials presented require an amendment to the Project Plan.
9. **That the proposed buildings in Phase 3 meet the allowed building height of 35' in the PDC Zone, or as recommended by the Planning Commission to the City Council for consideration and approval.**
10. That the applicant be required to comply with City Ordinance #2022-05, Water Efficient Landscaping & Conservation Standards.
11. That secondary water connections be required for outdoor water use.
12. That a Master Development Agreement for the project be approved by the City Council.

With the following findings:

1. That the Rezoning is compliant with the Santa Clara City General Plan, Section 3.4.2 Mixed-Use Land Uses (Main Street Commercial, MSC).
2. That other properties in the immediate vicinity (east and southeast) of the site are zoned Planned Development Commercial, PDC.
3. That a public trail is being put in the project to connect with the existing trail network in the area which follows Section 9.2 of the General Plan.



Potential PC Date: _____ (Note: The application will not be placed on a Planning Commission agenda until ALL required submittals have been received by the Building Dept)

**PLANNED DEVELOPMENT ZONE CHANGE APPLICATION &
CHECKLIST (also for PD Zone Amendment)
*Application Fee**

I. PROPERTY OWNER(S) / APPLICANT INFORMATION

APPLICANT: Silverado Storage SG LLC

MAILING ADDRESS: 1510E 850N Orem UT 84097

PHONE: 801-885-2611 E-MAIL ADDRESS: dave@silveradobc.com

CONTACT PERSON / REPRESENTATIVE: Dave Hunter

MAILING ADDRESS: 1510E 850N Orem UT 84097

PHONE: 801-885-2611 E-MAIL ADDRESS: dave@silveradobc.com

PROPERTY INFORMATION

PROJECT NAME: Black Rock Plaza

LOCATION OF SUBJECT PROPERTY: Pioneer PKWY , Santa Clara

TAX ID (PARCEL) NUMBER: SC-6-2-9-43051212 GENERAL PLAN: Mixed use

EXISTING ZONING: PD-R PROPOSED ZONING: PD-C

TOTAL ACREAGE OF PROPOSED ZONE CHANGE: 19.98

CITY STAFF REVIEW (TRC)

When did this proposal appear before TRC? _____

IV. APPLICATION REQUIREMENTS

PHYSICAL SUBMISSION

- Planned Development Zone Change Application
- List of property owners within 300', formatted as mailing labels, prepared by a title company or other entity
- Mailing label radius map
- Payment of filing fee

*\$500 (filing fee) + acreage fee; < 1 acre no acreage fee; 1-100 acres: \$50 / acre; 101 -500 acres: \$25 /acre
Over 500 acres: \$10 / acre

No fee for acreage designated as natural area Open Space and zoned Open Space if over ten acres.

- Color and materials board (20"x30" maximum size, each color and material must be labeled, and materials must also be numbered and called out on an elevation drawing)

DIGITAL SUBMISSION (note; the Project Plan requirements are found in section 17.68.30 of Zoning code, and summarized below) Submit the items below to: snez@sccity.org

The subject line of your email must read as PD Zone Change Application (Project Name)

- A project area map
- A legal description and surveyed site plan in DWG (AutoCad) format prepared by a licensed surveyor or engineer
- Project Plan(s) including but not limited to:
 - Colored site development plan, and colored building elevations for all four sides of building(s).
 - Landscape plan showing the general location of landscaped area and trees and the location of any areas to be preserved in their natural state
 - Topography at contour intervals of two feet (2') (unless waived by city staff)
 - A phasing plan, if the development is proposed to be developed in phases
 - Refuse storage areas screened so that materials stored within these areas are not visible from public streets
 - Vehicular and pedestrian circulation plan including trails, and also including safe and convenient turning space for cars, sewer vehicles, refuse collection vehicles, firefighting equipment, etc., at the end of private drives and dead-end streets. Show road widths. The city may require a Traffic Impact Study (TIS) if deemed necessary.
 - Statement or exhibit that all utilities are underground
- Building height and elevations: the type, character and proposed height of all buildings
- A detailed narrative (written text) of the proposed development, including but not limited to:
 - A detailed list of proposed uses
 - The proposed density in terms of dwelling units per gross acre of land and proposed floor area of non-residential uses per acre
 - Description of the proposed uses of land, including percentages of land devoted to various types of land use, such as open space, building coverage, parking area, and landscaped area.
 - A description of the proposed exterior building materials, including roof materials
- Application Fees Paid

V. APPLICANT AGREEMENT

I (we) have read and understood the requirements of this application and all information is true and accurate to the best of my (our) abilities. The application must be signed by the current property owner or a signed statement from the current property owner that the applicant is authorized to submit this application on behalf of the property owner.

Printed Name DAVE HUNTER Signature  Date 3-28-22
MANAGER - SERRANO STORAGE SG
 Property Owner / Authorized Agent

Printed Name _____ Signature _____ Date _____
 Property Owner / Authorized Agent

Narrative for Zone Change

This is a description for the rezone application of the proposed uses of the Silverado Storage SG LLC development for the 19.98 acres on Pioneer Pkwy in Santa Clara.

Silverado Storage SG LLC intends to develop the Parcel Number SC-6-2-9-43051212 to have the best possible value for local residents, visitors and the city. Therefore we propose a mixed use plan that is divided into 4 different phases that each serve a distinct purpose.

Phase one is toy garages. The surroundings of Santa Clara offer various outdoor activities, that often include the use of dirt bikes, side by sides and other vehicles. To support this need, Silverado Storage SG LLC plans to build 2-story luxury toy garages. These buildings are situated at the north side of the property and will take in the breathtaking views of the valley and beautiful red rock. The proposed plan shows 28 toy garages, of which 14 offer a bedroom upstairs, which is convenient for owners that do not permanently reside in Santa Clara.

Phase two is multi family housing. Santa Clara has seen tremendous population growth in the past 10 years and it is only accelerating. To support that need, we plan to build 4 multi family buildings with 96 units in total. We strive to build desert modern housing that integrates well with the surroundings of Santa Clara and adds additional value to the community through well built quality and amenities for the residents. These amenities will include a pool and hot tub.

Phase one and two sit on 11.78 acres and will be used as residential area. The density is 10.5 units/acre with 124 units.

The building footprint of the toy garages is 60,956 sqft. The building footprint of the apartments is 37,872 sqft. This adds up to a gross footprint area of 98,828 sqft, which accounts for 19% of the residential area. Driveway/Parking is 21% of total area (108,355 sqft). Public street area is 15% of total area (74,038 sqft). Open space area is 45% (231,858 sqft). Landscaped open space is 45% (229,259 sqft).

Phase three is a sports complex with an entertainment area. This is one of the main highlights of the proposed plan, that will stand out in the community of Santa Clara and beyond. The sports complex will offer indoor and outdoor pickle ball courts, which will facilitate tournaments and may draw additional interest and tourism into the Santa Clara area. Additionally, we plan to add an entertainment area with a small stage and gathering area for local events. This section will be designed to have a vibrant feel, that attracts lots of visitors that will love to return to this location. To ensure enough parking for big events or other special occasions, overflow parking will be available to visitors of the sports complex at the apartment site.

The attached document „Silverado Santa Clara Site Plan.pdf“ shows a cross walk between the sports complex and the apartments.

Total acreage of the sport complex is 5.53 acres. The building footprint of the sports complex and the restaurant is 29% of the total area (68,913 sqft). Driveway/Parking is 26% of the total area (62,629 sqft). Outdoor court area is 7% of the total area (18,000 sqft). Landscape/open space is 38% of the total area (91,560 sqft)

Phase four is commercial retail buildings. These may include a gas station with a c-store, restaurants and/or stores, which will be convenient for residents of the multi family housing, owners of toy garages, and residents or visitors of the Santa Clara area.

Total acreage of the commercial retail area is 2.67 acres. Total number of buildings is 3. The building footprint is 14% (16,509 sqft) of the total area. Driveway/parking is 55% (63,961 sqft) of the total area. Landscaped open space is 31% (33,633 sqft) of the total area.

Our proposed exterior building materials to provide a cohesive design aesthetic are the following:

- Aluminium cladding and shading systems with wood finish
- Weathered steel exterior panel system
- Exterior stucco system
- Landscape wall features
- Pre-finished metal system
- Metal panel shade fin elements

The attached document „220316_Silverado Santa Clara - Elevation Sheets SM.pdf“ shows all materials. The elevation sheet show examples of use of these materials for the different phases.

The roofing material for Phase 1,2 and 4 is single ply membrane. The roofing material for Phase 3 will be standing seam metal.

In conclusion, we want to add that Silverado Storage SG LLC designs all 4 phases to not only fit into Santa Clara but also to complement each other. We strive to provide a mixed use development that addresses Santa Claras needs and adds value to the community.

SILVERADO SANTA CLARA

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF "RACHEL DRIVE", SAID POINT BEING NORTH 00° 37' 37" EAST, 858.22 FEET ALONG THE SECTION LINE AND SOUTH 89°22'23" EAST, 30.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 9, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE ALONG SAID RIGHT OF WAY LINE NORTH 00° 37' 37" EAST, 250.16 FEET, MORE OR LESS, TO THE BOUNDARY LINE OF THE "SANTA CLARA CITY" PROPERTY (DOCUMENT # 20130034239); THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING NINETEEN (19) COURSES: SOUTH 86° 54' 29" EAST, 18.83 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 28° 35' 31", HAVING A RADIUS OF 200.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 72° 36' 43" EAST, 98.77 FEET; THENCE ALONG THE ARC OF SAID CURVE 99.80 FEET; THENCE SOUTH 58° 18' 58" EAST, 59.95 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 24° 29' 16", HAVING A RADIUS OF 200.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 70° 33' 36" EAST, 84.83 FEET; THENCE ALONG THE ARC OF SAID CURVE 85.48 FEET; THENCE SOUTH 82° 48' 14" EAST, 264.30 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 25° 29' 49", HAVING A RADIUS OF 200.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 70° 03' 20" EAST, 88.27 FEET; THENCE ALONG THE ARC OF SAID CURVE 89.00 FEET TO THE BEGINNING OF A NON- TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 21° 21' 41", HAVING A RADIUS OF 750.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 67° 59' 16" EAST, 278.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 279.62 FEET TO THE BEGINNING OF A NON- TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 14° 01' 42", HAVING A RADIUS OF 750.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 71° 39' 15" EAST 183.17 FEET; THENCE ALONG THE ARC OF SAID CURVE 183.63 FEET; THENCE SOUTH 64° 38' 24" EAST, 265.08 FEET; THENCE NORTH 90° 00' 00" EAST, 19.96 FEET; THENCE NORTH 81° 14' 21" EAST, 50.27 FEET TO THE BEGINNING OF A NON -TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 37° 40' 41", HAVING A RADIUS OF 280.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 64° 58' 50" EAST, 180.83 FEET; THENCE ALONG THE ARC OF SAID CURVE 184.13 FEET; THENCE SOUTH 46° 08' 29" EAST, 192.07 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 14° 07' 56", HAVING A RADIUS OF 470.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 53° 12' 27" EAST, 115.63 FEET; THENCE ALONG THE ARC OF SAID CURVE 115.93 FEET; THENCE SOUTH 60° 16' 25" EAST, 39.82 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 48° 03' 39", HAVING A RADIUS OF 125.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 36° 14' 35" EAST, 101.81 FEET; THENCE ALONG THE ARC OF SAID CURVE 104.85 FEET TO THE BEGINNING OF A NON - TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 11° 21' 19", HAVING A RADIUS OF 475.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 17° 53' 25" EAST, 93.99 FEET; THENCE ALONG THE ARC OF SAID CURVE 94.14 FEET; THENCE SOUTH 23° 34' 05" EAST, 60.89 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 43° 25' 57", HAVING A RADIUS OF 125.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 01° 51' 07" EAST, 92.50 FEET; THENCE ALONG THE ARC OF SAID CURVE 94.76 FEET TO THE NORTH RIGHT OF

WAY LINE OF "PIONEER PARKWAY", SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 40° 00' 12", HAVING A RADIUS OF 482.91 FEET, AND WHOSE LONG CHORD BEARS SOUTH 88° 21' 43" WEST, 330.36 FEET; THENCE ALONG SAID RIGHT OF WAY LINE IN THE FOLLOWING FOUR (4) COURSES: ALONG THE ARC OF SAID CURVE 337.16 FEET; THENCE SOUTH 68° 21' 37" WEST, 53.92 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 22° 50' 56", HAVING A RADIUS OF 402.91 FEET, AND WHOSE LONG CHORD BEARS SOUTH 79° 47' 04" WEST, 159.61 FEET; THENCE ALONG THE ARC OF SAID CURVE 160.68 FEET; THENCE NORTH 88° 47' 13" WEST, 703.50 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY LINE OF THE "HARMONS SANTA CLARA, LLC" PROPERTY (DOCUMENT # 20090017972); THENCE LEAVING SAID RIGHT OF WAY LINE AND RUNNING ALONG SAID EASTERLY BOUNDARY IN THE FOLLOWING FOUR (4) COURSES: NORTH 00° 37' 37" EAST 469.39 FEET; THENCE NORTH 16° 36' 53" WEST 238.26 FEET; THENCE NORTH 28° 38' 27" WEST 146.96 FEET; THENCE NORTH 89° 22' 23" WEST 504.53 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM THAT PORTION LYING WITHIN THE DEDICATED ROADWAYS AS SET FORTH ON THE ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY.

RESIDENTIAL PARKING: (APARTMENTS)	
DWELLING UNITS -	96
SPACES PER UNIT -	x 2.0
TOTAL SPACES REQ'D. -	192
STANDARD SPACES PROVIDED -	188
VAN ACCESSIBLE PROVIDED -	4
TOTAL SPACES PROVIDED -	192
COVERED SPACES REQ'D. -	(192/2 = 96)
COVERED SPACES PROVIDED -	96
TOTAL SPACES PROVIDED -	192

RESIDENTIAL PARKING: (MAN CAVES)	
DWELLING UNITS -	28
SPACES PER UNIT -	x 2.0
TOTAL SPACES REQ'D. -	56
COVERED SPACES REQ'D. -	(56/2 = 28)
COVERED SPACES PROVIDED -	56
TOTAL SPACES PROVIDED -	56

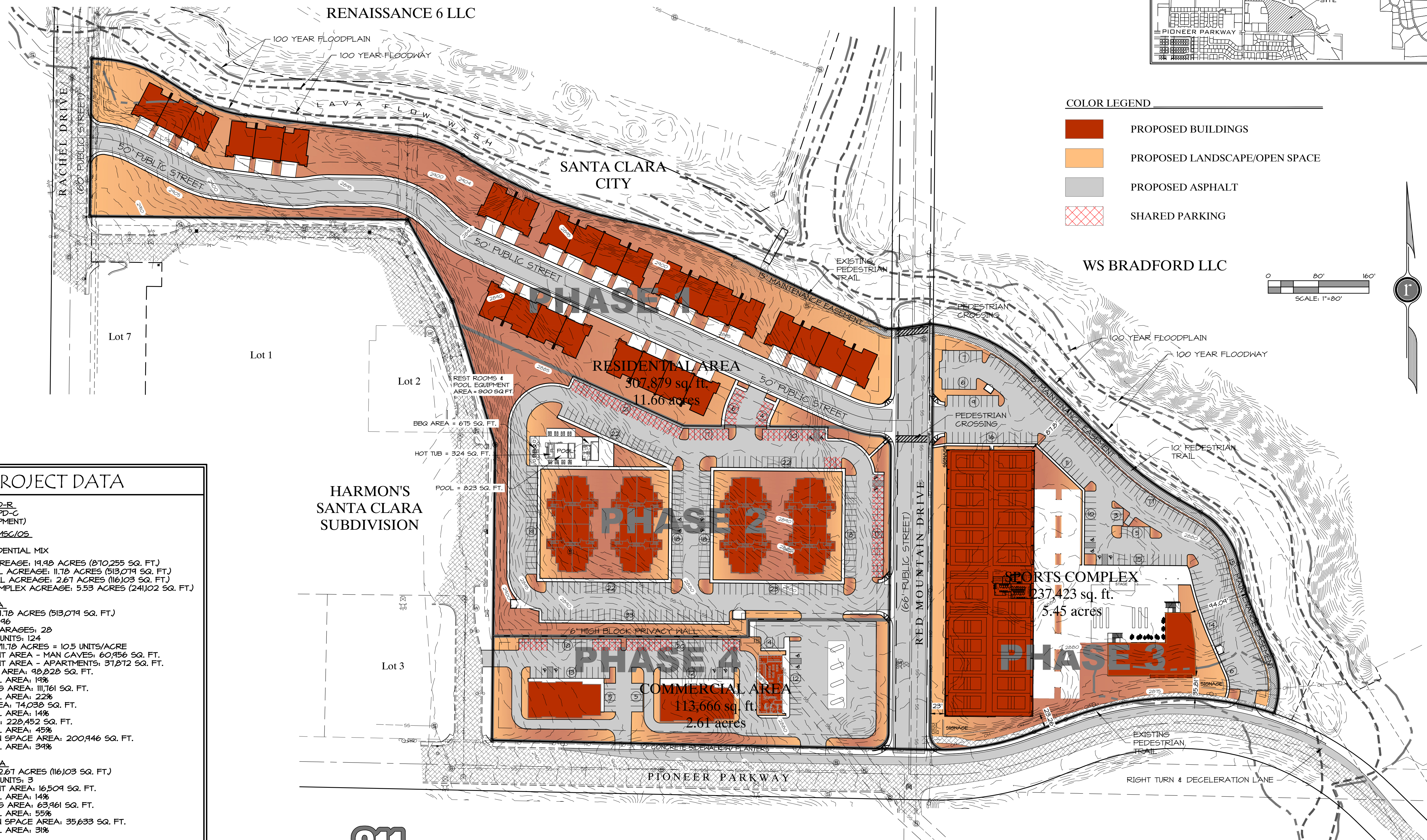
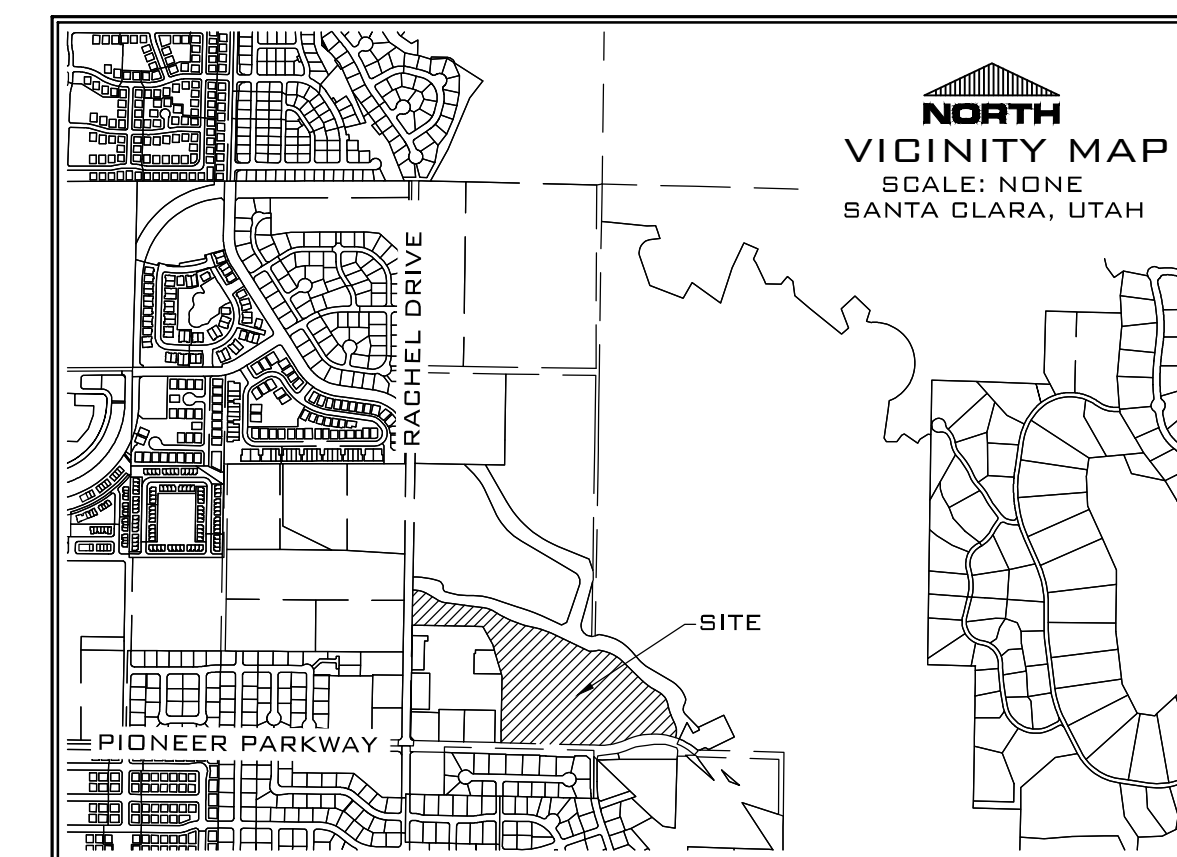
COMMERCIAL PARKING:	
UNITS -	3
TOTAL SQ. FT. OF UNITS -	16,504
SPACES PER SQ. FT. -	1/250
TOTAL SPACES REQ'D. -	66
STANDARD SPACES PROVIDED -	60
VAN ACCESSIBLE PROVIDED -	6
TOTAL SPACES PROVIDED -	66

SHARED PARKING:	
STANDARD SPACES PROVIDED -	85
VAN ACCESSIBLE PROVIDED -	4
TOTAL SPACES PROVIDED -	89

SILVERADO SANTA CLARA DEVELOPMENT

LOCATED IN SECTION 28, TOWNSHIP 42 SOUTH, RANGE 16 WEST OF THE SALT LAKE BASE AND MERIDIAN CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.

SPORTS COMPLEX PARKING:	
NUMBER OF COURTS -	34
SPACES PER COURT -	x 2.0
INDOOR COMMON AREA -	3,000 SQ. FT.
SPACES PER SQ. FT. -	1/250
TOTAL SPACES REQ'D. -	80
RESTAURANT SPACE -	6,680 SQ. FT.
PATIO SPACE -	4,733 SQ. FT.
TOTAL SQ. FT. @ 1/100 SQ. FT. -	11,413 SQ. FT.
KITCHEN/STORAGE SPACE -	4,990 SQ. FT.
TOTAL SQ. FT. @ 1/250 -	4,990 SQ. FT.
TOTAL SPACES REQ'D -	134
TOTAL SPACES PROVIDED -	214
STANDARD SPACES PROVIDED -	174
VAN ACCESSIBLE PROVIDED -	4
TOTAL SPACES PROVIDED -	178



COLOR LEGEND	
	PROPOSED BUILDINGS
	PROPOSED LANDSCAPE/OPEN SPACE
	PROPOSED ASPHALT
	SHARED PARKING



PROJECT DATA

CURRENT ZONE: PD-R
PROPOSED ZONE: PD-C (PLANNED DEVELOPMENT)
GENERAL PLAN: M5C/OS
PROPOSED USE: COMMERCIAL/RESIDENTIAL MIX
 TOTAL PARCEL ACREAGE: 19.98 ACRES (870,255 SQ. FT.)
 TOTAL RESIDENTIAL ACREAGE: 11.78 ACRES (513,074 SQ. FT.)
 TOTAL COMMERCIAL ACREAGE: 2.61 ACRES (116,103 SQ. FT.)
 TOTAL SPORTS COMPLEX ACREAGE: 5.53 ACRES (241,102 SQ. FT.)

RESIDENTIAL AREA:
 TOTAL ACREAGE: 11.78 ACRES (513,074 SQ. FT.)
 APARTMENT UNITS: 96
 MAN CAVES/TOY GARAGES: 28
 TOTAL NUMBER OF UNITS: 124
 DENSITY: 124 UNITS/11.78 ACRES = 10.5 UNITS/ACRE
 BUILDING FOOTPRINT AREA - MAN CAVES: 60,956 SQ. FT.
 BUILDING FOOTPRINT AREA - APARTMENTS: 31,872 SQ. FT.
 GROSS FOOTPRINT AREA: 92,828 SQ. FT.
 PERCENT OF TOTAL AREA: 19%
 DRIVEWAY/PARKING AREA: 111,761 SQ. FT.
 PERCENT OF TOTAL AREA: 22%
 PUBLIC STREET AREA: 14,038 SQ. FT.
 PERCENT OF TOTAL AREA: 14%
 OPEN SPACE AREA: 228,452 SQ. FT.
 PERCENT OF TOTAL AREA: 45%
 LANDSCAPED OPEN SPACE AREA: 200,946 SQ. FT.
 PERCENT OF TOTAL AREA: 39%

COMMERCIAL AREA:
 TOTAL ACREAGE: 2.61 ACRES (116,103 SQ. FT.)
 TOTAL NUMBER OF UNITS: 3
 BUILDING FOOTPRINT AREA: 16,504 SQ. FT.
 PERCENT OF TOTAL AREA: 14%
 DRIVEWAY/PARKING AREA: 63,961 SQ. FT.
 PERCENT OF TOTAL AREA: 55%
 LANDSCAPED OPEN SPACE AREA: 35,633 SQ. FT.
 PERCENT OF TOTAL AREA: 31%

SPORTS COMPLEX:
 TOTAL ACREAGE: 5.53 ACRES (241,102 SQ. FT.)
 BUILDING FOOTPRINT AREA: 68,913 SQ. FT.
 PERCENT OF TOTAL AREA: 29%
 DRIVEWAY/PARKING AREA: 62,629 SQ. FT.
 PERCENT OF TOTAL AREA: 26%
 OUTDOOR COURT AREA: 18,000 SQ. FT.
 PERCENT OF TOTAL AREA: 7%
 LANDSCAPE/OPEN SPACE AREA: 41,560 SQ. FT.
 PERCENT OF TOTAL AREA: 30%



NOTES:
 1. ALL UTILITIES ARE SHOWN ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM ALL AFFECTED AGENCIES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM ALL AFFECTED AGENCIES.

PROJECT OWNER/ DEVELOPER
 SILVERADO DEVELOPMENT CO.
 1810 EAST 840 NORTH
 OREM, UT 84097

PROJECT ARCHITECT
 METHOD STUDIO
 360 WEST ASPEN AVENUE
 SALT LAKE CITY, UTAH 84101 (801) 532-4422

PROJECT ENGINEER
 ROSENBERG ASSOCIATES
 352 EAST RIVERSIDE DRIVE, SUITE A2
 ST. GEORGE, UT 84790 (435) 673-8586

GEOTECHNICAL ENGINEER
 APPLIED GEOTECHNICAL AGE
 1420 SOUTH 270 EAST
 ST. GEORGE, UT 84790 (435) 673-6850

UTILITY NOTES

- ALL UTILITIES FOR THIS PROJECT WILL BE UNDERGROUND.
- ANY EXISTING UTILITIES ACROSS THE SITE THAT MAY INTERFERE WITH ANY OF THE PROPOSED SITE ELEMENTS WILL BE RELOCATED BY DEVELOPER AND NEW EASEMENTS WILL BE GRANTED.

DATE:	6/13/22
JOB NO.:	12472-21-001
DESIGNED BY:	AMH
CHECKED BY:	
DWG.:	Site Plan
DATE:	
REVISIONS:	



352 East Riverside Drive, Suite A-2
 St. George, Utah 84790
 Ph (435) 673-8586, Fx (435) 673-8397
 www.racivil.com

SITE PLAN FOR SILVERADO SANTA CLARA DEVELOPMENT SANTA CLARA UTAH



360 west aspen avenue
salt lake city, utah 84101
801 532 4422



6740 S. 1300 E., Suite. 10
Salt Lake City, UT 84121
Phone : (801) 261-4009
Fax : (801) 261-4009

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RECORD DRAWINGS

These Record Drawings are based on contractor-furnished information. While the information submitted by the Contractor and incorporated by the Architect into the Record Documents is assumed to be reliable, the Architect will not be responsible for the accuracy of this information, nor for errors or omissions which may appear in the Record Documents as a result

THE DESIGNS SHOWN AND DESCRIBED HEREIN INCLUDING ALL TECHNICAL DRAWINGS, GRAPHIC REPRESENTATIONS & MODELS THEREOF, ARE PROPRIETARY & CAN NOT BE COPIED, DUPLICATED, OR COMMERCIALY EXPLOITED IN WHOLE OR IN PART WITHOUT THE SOLE AND EXPRESS WRITTEN PERMISSION FROM METHOD STUDIO INC.

project:
**Silverado
Santa Clara -
Apartment
Pool House**

PIONEER PARKWAY
SANTA CLARA, UTAH 84765

project#: 22-773FS

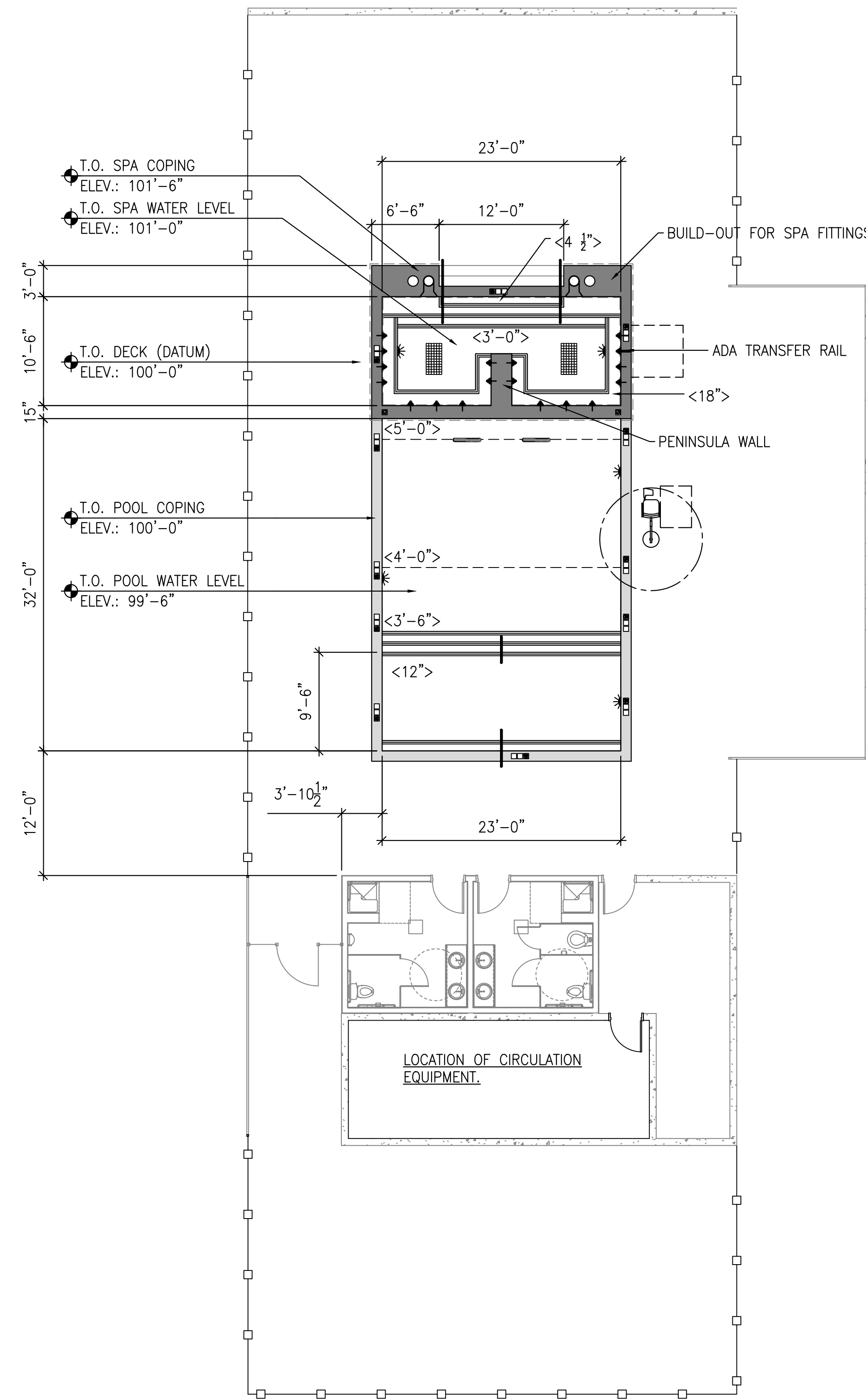
date: June 6, 2022

revisions :

title:
**OVERALL
POOL AND
SPA PLAN**

sheet:

SP100



OVERALL POOL AND SPA PLAN
SCALE: 1/8"=1'-0"



POOL DATA	
SIZE:	23'-0" x 32'-0"
WATER DEPTH:	12" to 3'-6" to 5'-0"
SHAPE:	RECTANGULAR
CONST. TYPE:	SHOTCRETE
AREA:	736 SQ.FT.
PERIMETER:	110'-0"
BATHER LOAD:	74
VOLUME:	17,525 GALLONS

SPA DATA	
SIZE:	23'-0" x 10'-6"
WATER DEPTH:	3'-0"
SHAPE:	RECTANGULAR
CONST. TYPE:	SHOTCRETE
AREA:	231 SQ.FT.
PERIMETER:	77'-0"
BATHER LOAD:	23
VOLUME:	3,669 GALLONS



MATERIALS BOARD

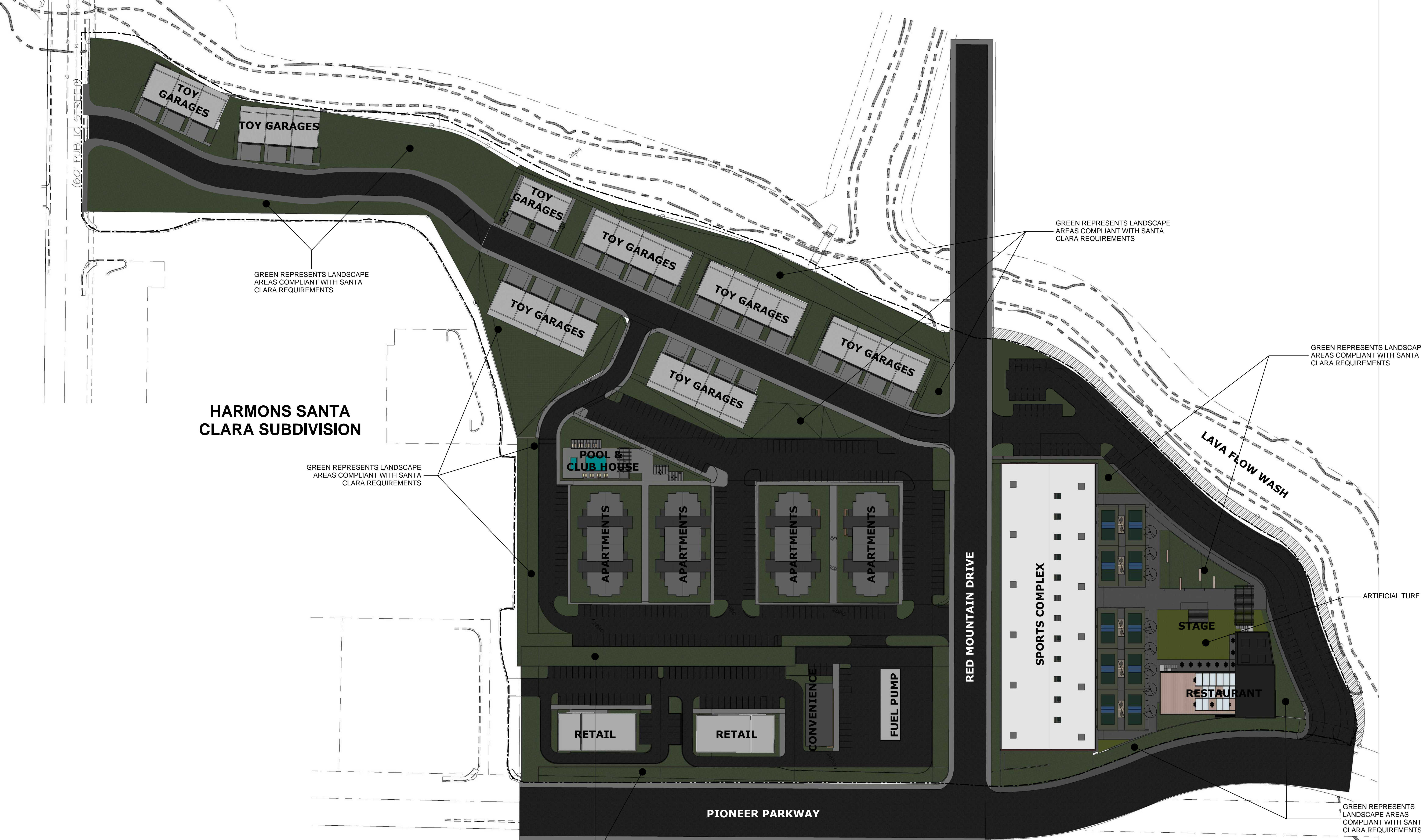


Silverado Santa Clara Development

JUNE 16, 2022

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HARMONS SANTA CLARA SUBDIVISION

GREEN REPRESENTS LANDSCAPE AREAS COMPLIANT WITH SANTA CLARA REQUIREMENTS

GREEN REPRESENTS LANDSCAPE AREAS COMPLIANT WITH SANTA CLARA REQUIREMENTS

GREEN REPRESENTS LANDSCAPE AREAS COMPLIANT WITH SANTA CLARA REQUIREMENTS

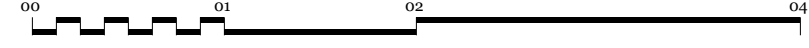
GREEN REPRESENTS LANDSCAPE AREAS COMPLIANT WITH SANTA CLARA REQUIREMENTS

ARTIFICIAL TURF

GREEN REPRESENTS LANDSCAPE AREAS COMPLIANT WITH SANTA CLARA REQUIREMENTS

LANDSCAPE SITE PLAN - OVERALL
SCALE 1" = 60'-0"

north

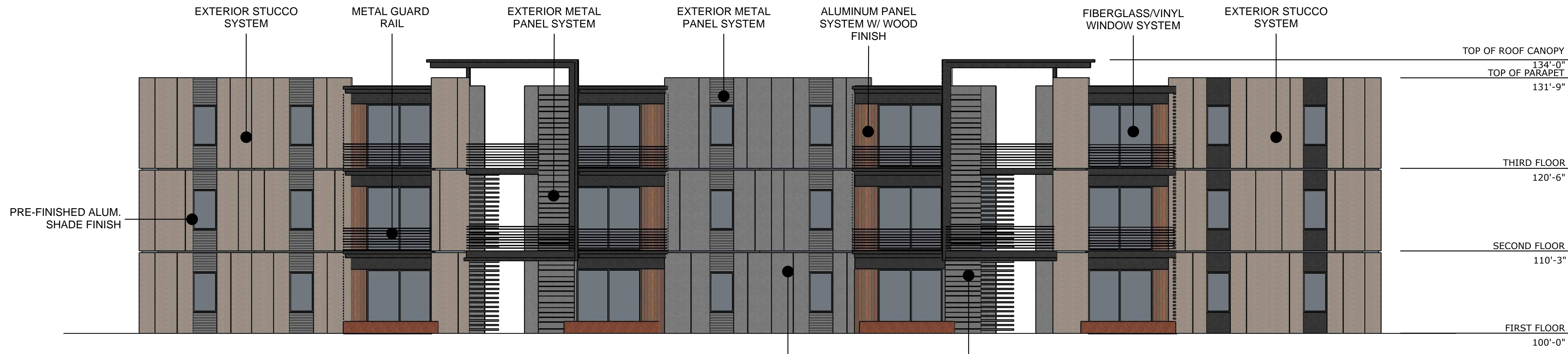


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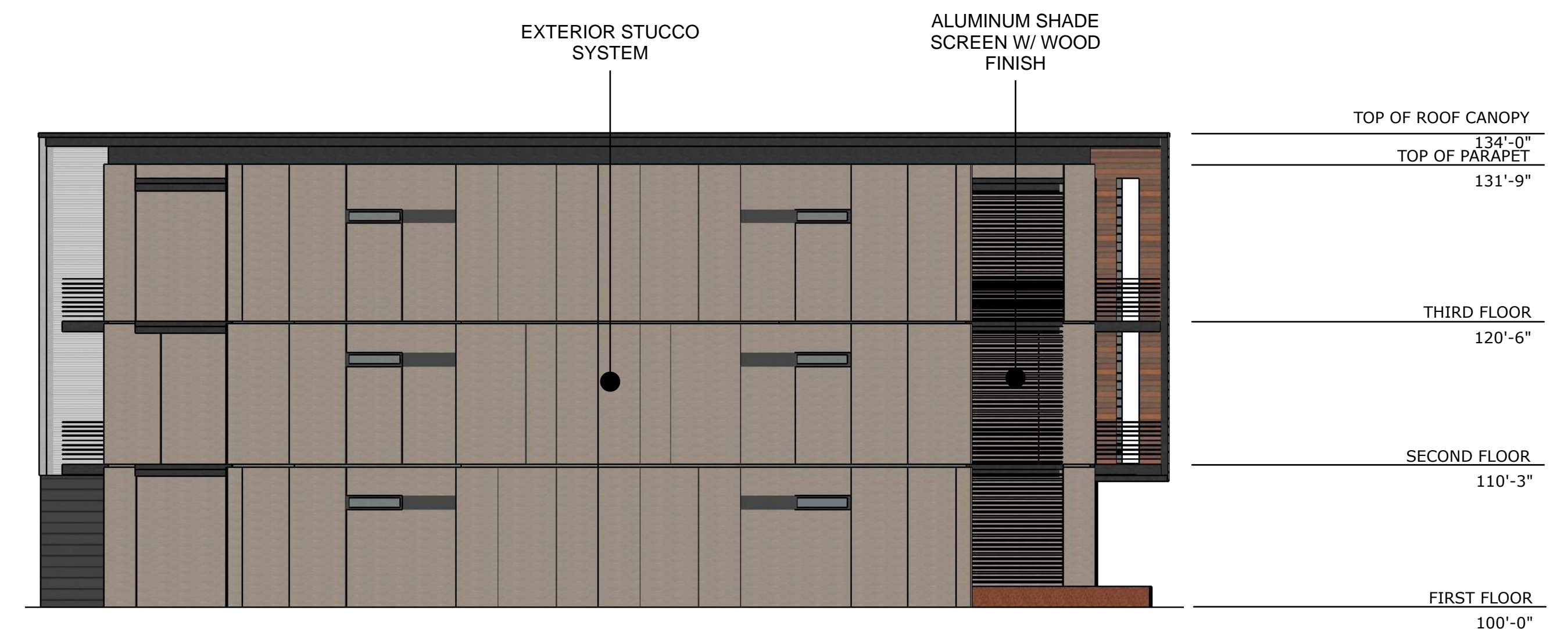
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APARTMENT - FRONT ELEVATION - TYPICAL
 SCALE 1/8" = 1'-0"

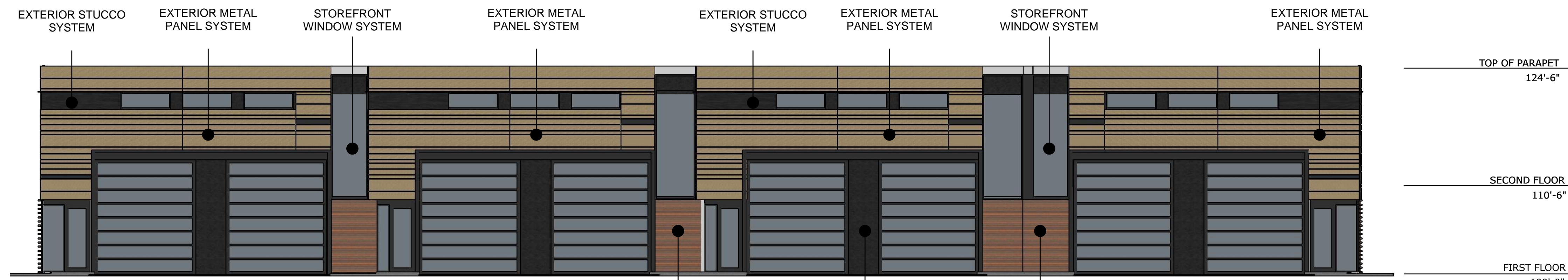


APARTMENT - RENDERING
 NTS

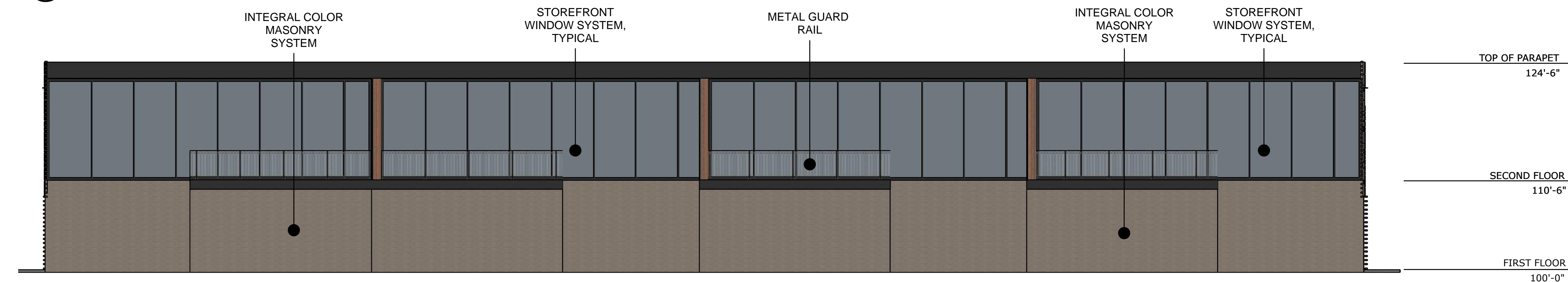


APARTMENT - SIDE ELEVATION - TYPICAL
 SCALE 1/8" = 1'-0"

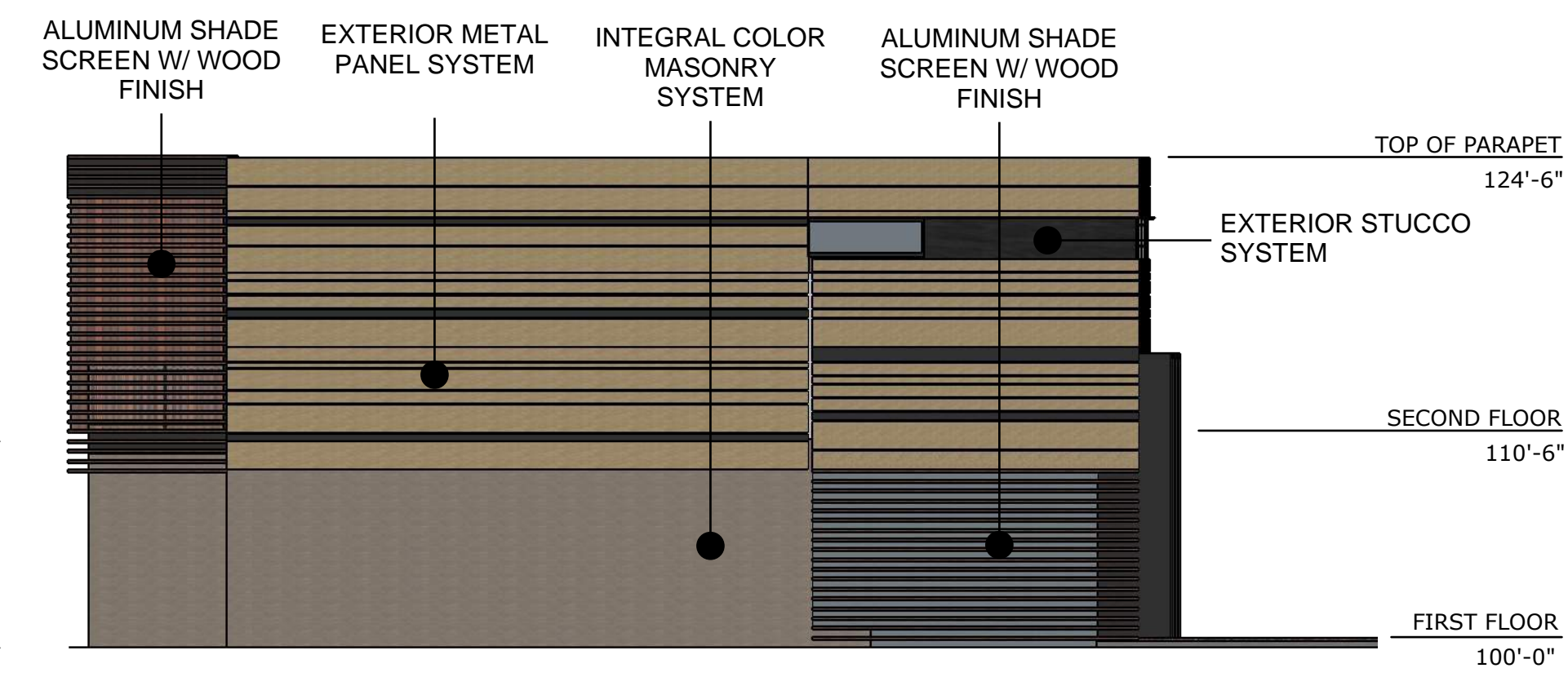




TOY GARAGE - FRONT ELEVATION TYPICAL
SCALE 1/8" = 1'-0"



TOY GARAGE - REAR ELEVATION TYPICAL
SCALE 1/8" = 1'-0"



TOY GARAGE - SIDE ELEVATION TYPICAL
SCALE 1/8" = 1'-0"

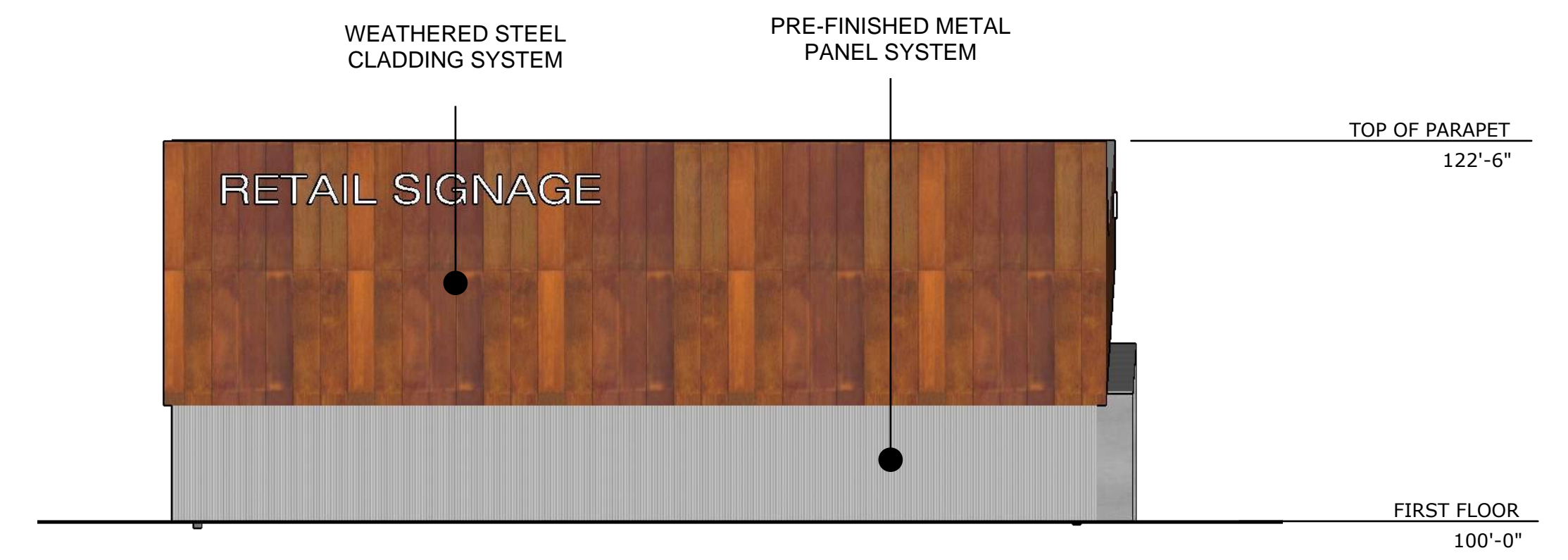


TOY GARAGE - RENDERING
NTS





○ RETAIL STORE - FRONT ELEVATION TYPICAL
SCALE 1/8" = 1'-0"



○ RETAIL STORE - SIDE ELEVATION TYPICAL
SCALE 1/8" = 1'-0"



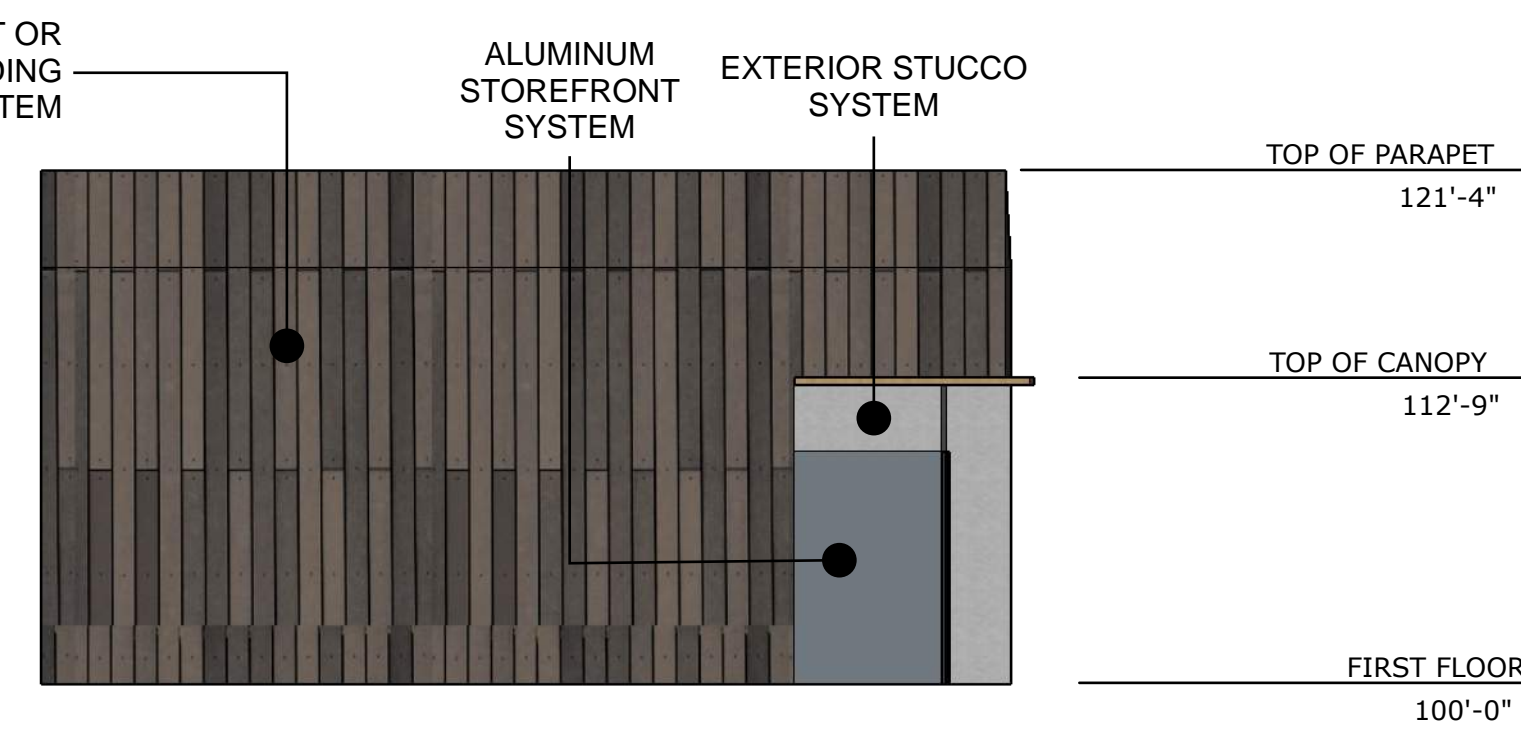
○ RETAIL STORE - RENDERING
NTS



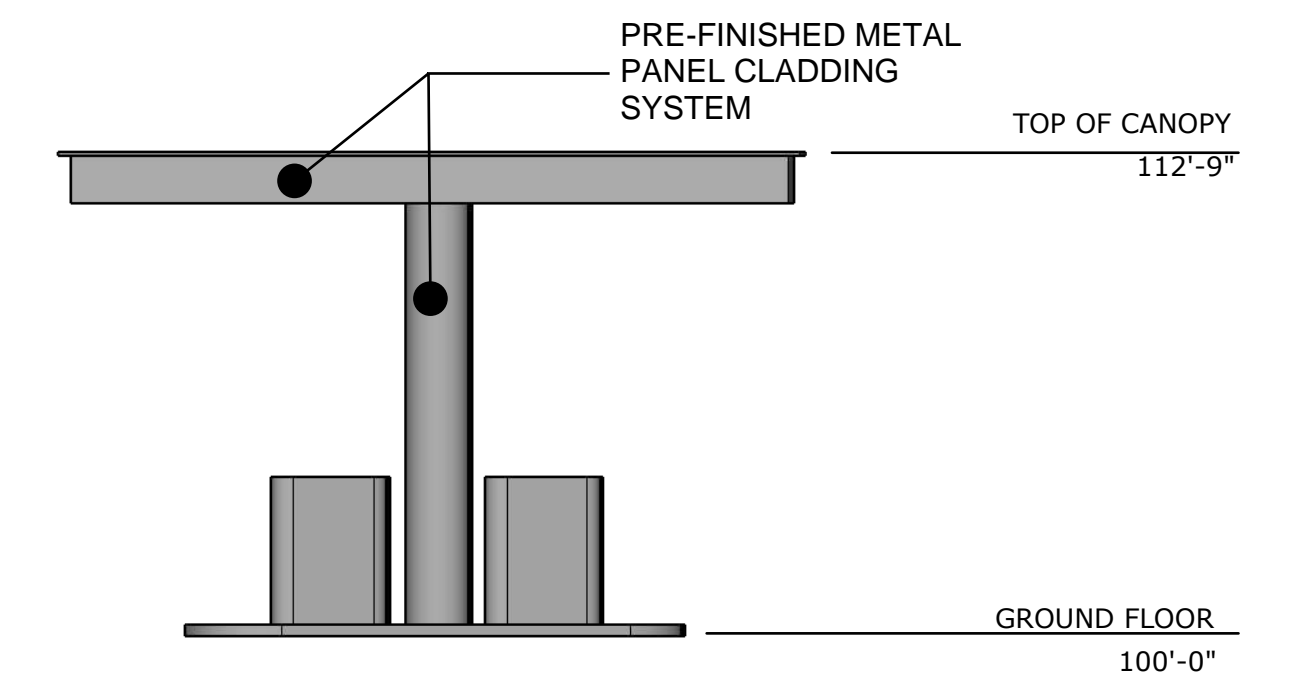
○ CONVENIENCE STORE - RENDERING
NTS



○ CONVENIENCE STORE - FRONT ELEVATION TYPICAL
SCALE 1/8" = 1'-0"

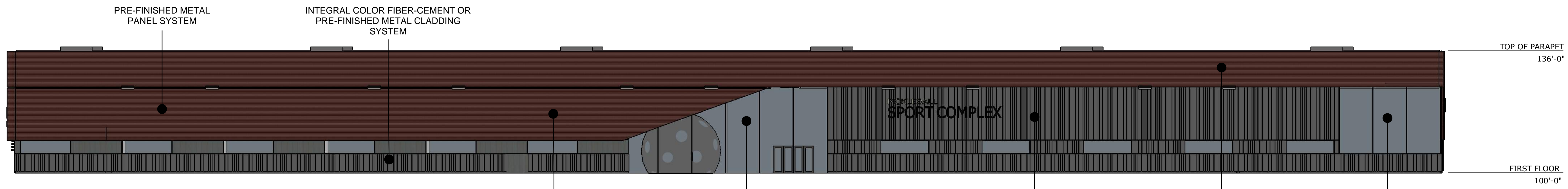


○ CONVENIENCE STORE - SIDE ELEVATION TYPICAL
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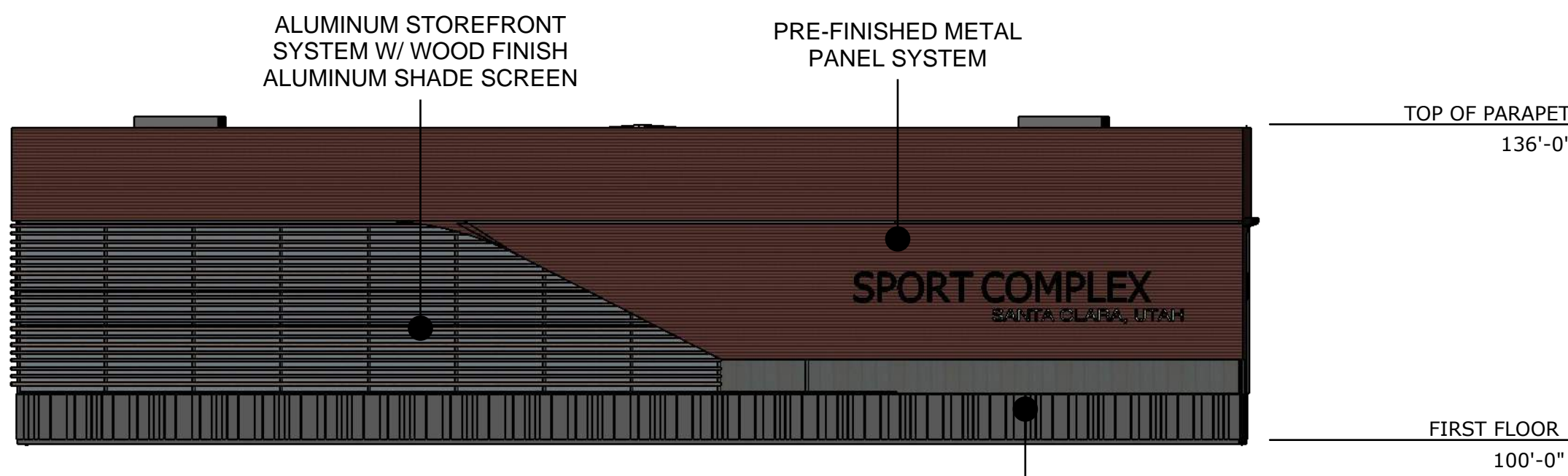


○ FUEL PUMP - SIDE ELEVATION TYPICAL
SCALE 1/8" = 1'-0"

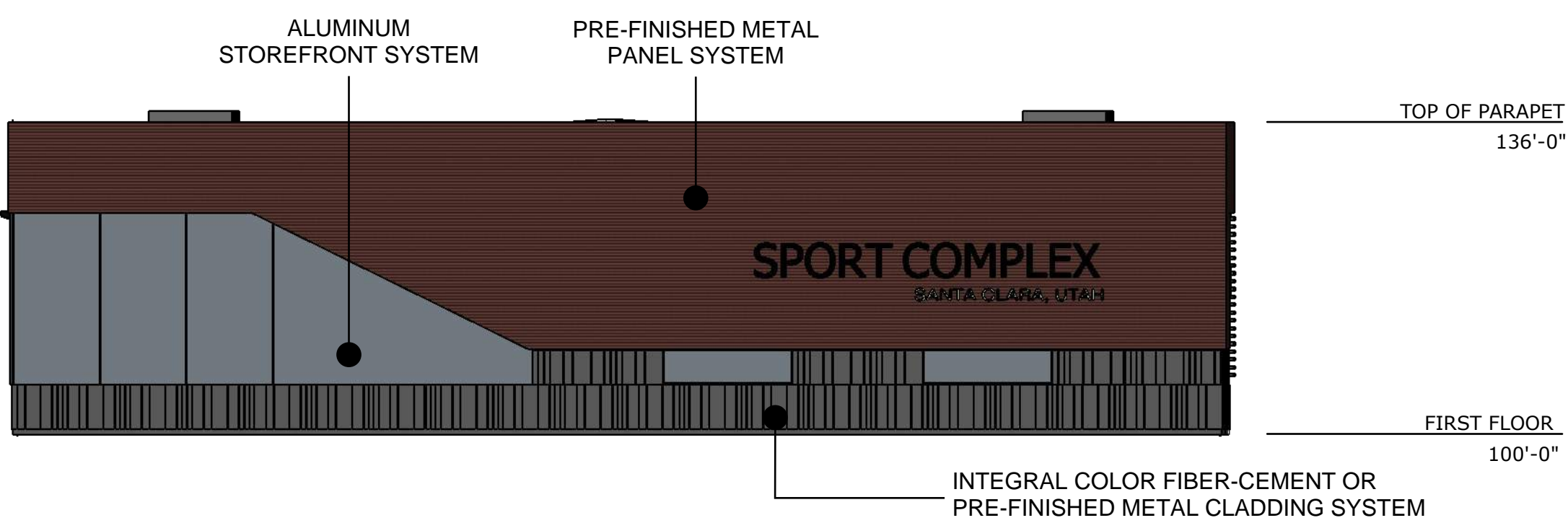




SPORTS COMPLEX - FRONT ELEVATION
SCALE 1/8" = 1'-0"



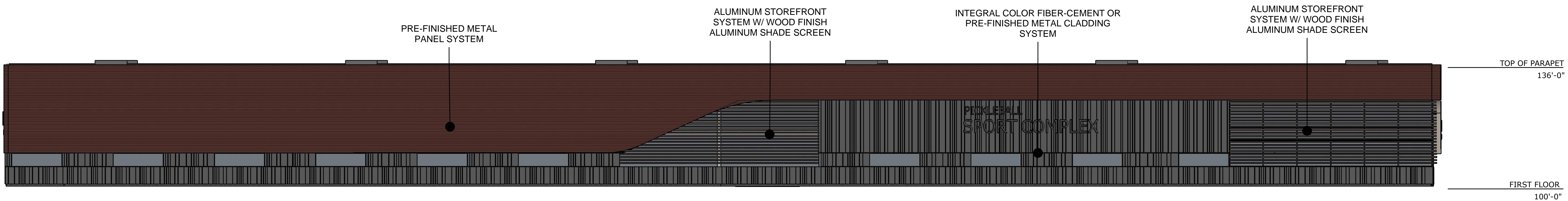
SPORTS COMPLEX - SIDE ELEVATION
SCALE 1/8" = 1'-0"



SPORTS COMPLEX - SIDE ELEVATION
SCALE 1/8" = 1'-0"



SPORTS COMPLEX - RENDERING
NTS



SPORTS COMPLEX - REAR ELEVATION
SCALE 1/8" = 1'-0"



Silverado Santa Clara Development

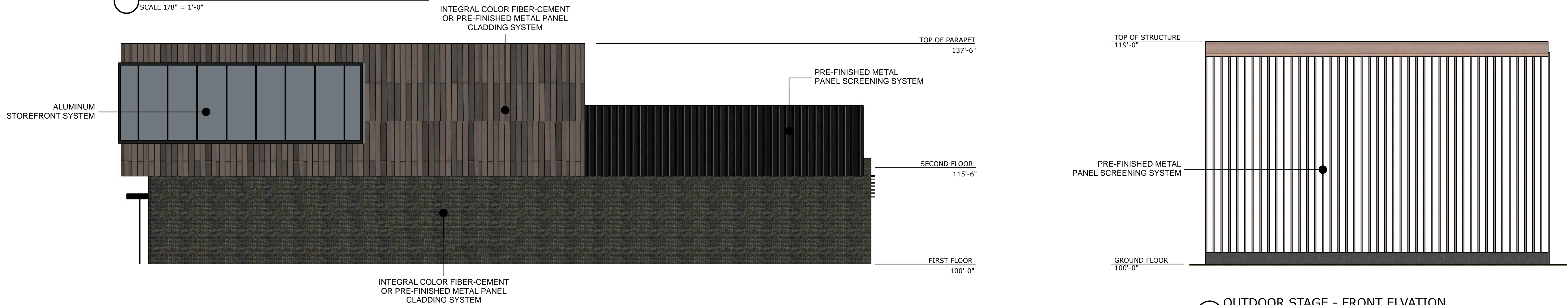
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RESTAURANT - FRONT ELEVATION TYPICAL
SCALE 1/8" = 1'-0"



OUTDOOR STAGE - FRONT ELVATION
SCALE 1/4" = 1'-0"



RESTAURANT - RENDERING
NTS



RESTAURANT - RENDERING
NTS



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CLUBHOUSE/POOL - FRONT ELEVATION TYPICAL
SCALE 1/4" = 1'-0"



ALUMINUM SLATS W/ WOOD FINISH SYSTEM

ALUMINUM SLATS W/ WOOD FINISH SYSTEM



ALUMINUM SLATS W/ WOOD FINISH SYSTEM

PIANTED STUCCO FINISH



Silverado Santa Clara Development

JUNE 16, 2022

method studio

architecture | interiors | planning

LEGEND:

- | | | |
|------------------------------|--|-----------------------------|
| ⊙ EXISTING GAS METER | ⊠ EXISTING ELECTRICAL BOX | —S— EXISTING SEWER LINE |
| ⊕ EXISTING COMM. MANHOLE | ⊠ EXISTING IRRIGATION VALVE | —W— EXISTING WATER LINE |
| ⊕ EXISTING COMMUNICATION BOX | ⊕ EXISTING LIGHT POLE | —X— EXISTING OLD FENCE LINE |
| ⊕ EXISTING CATCH BASIN | ○ NOTHING SET OR FOUND | —O— EXISTING OVERHEAD POWER |
| ⊕ EXISTING SEWER MANHOLE | ● FOUND REBAR & CAP (AWA) | |
| ⊕ EXISTING WATER VALVE | ⬠ FOUND SECTION MONUMENTATION AS SHOWN AND DESCRIBED | |
| ⊕ EXISTING FIRE HYDRANT | | |
| ⊕ EXISTING SEWER CLEANOUT | | |
| ⊕ EXISTING WATER METER | | |

NARRATIVE:

This survey was conducted to provide a base map and survey for the subject property. The basis of bearing is as noted.

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: 1-21-2021

Brandon E. Anderson
 Certificate No. 4938716

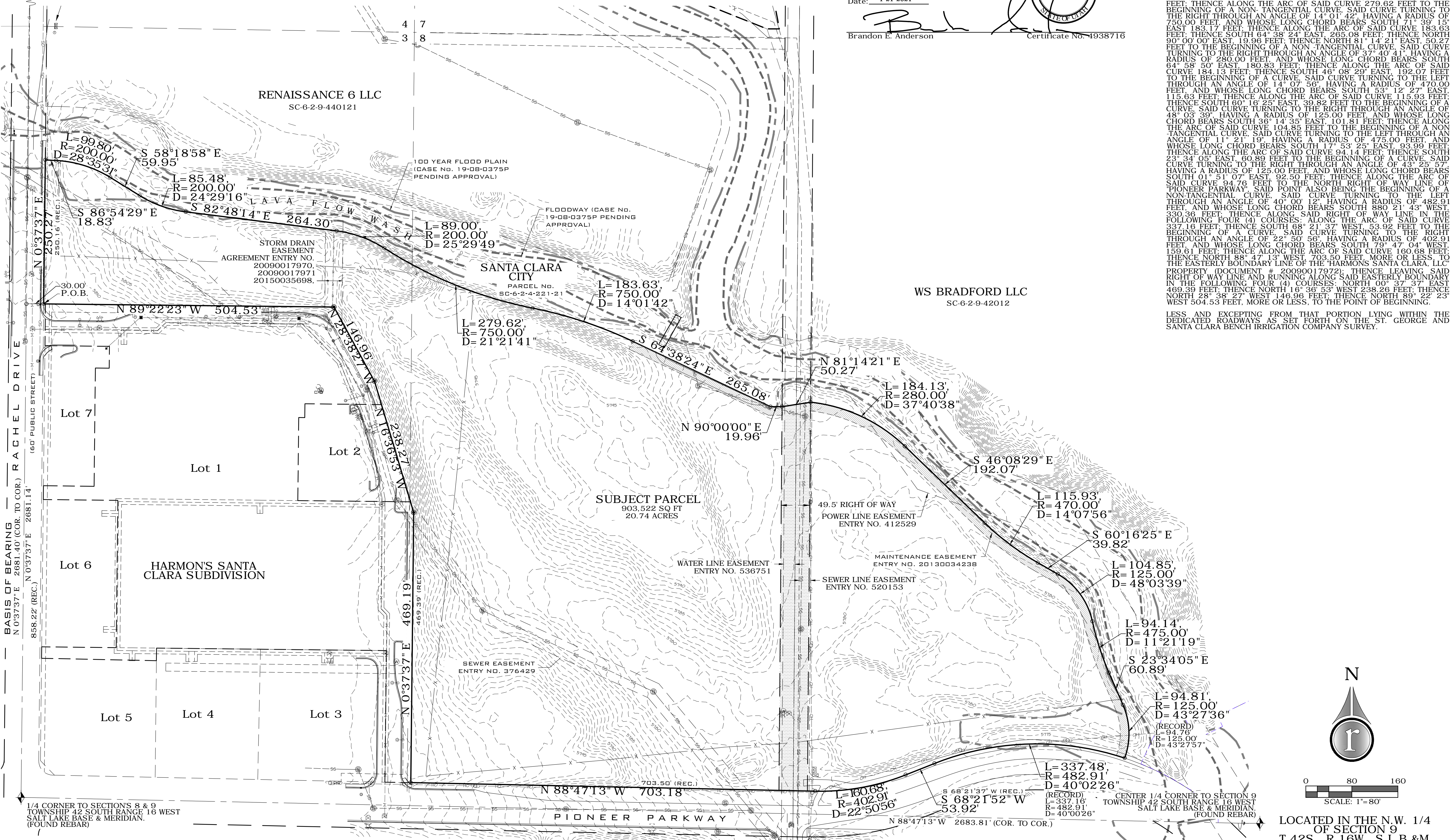


DEED DESCRIPTION:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF 'RACHEL DRIVE' SAID POINT BEING NORTH 00° 37' 37" EAST, 858.22 FEET ALONG THE SECTION LINE AND SOUTH 89° 22' 23" EAST, 30.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 9, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE ALONG SAID RIGHT OF WAY LINE NORTH 00° 37' 37" EAST, 228.16 FEET MORE OR LESS, TO THE BOUNDARY LINE OF THE 'SANTA CLARA CITY' PROPERTY (DOCUMENT # 20130034239); THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING NINETEEN (19) COURSES: SOUTH 86° 54' 29" EAST, 18.83 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 28° 35' 31" HAVING A RADIUS OF 200.00 FEET AND WHOSE LONG CHORD BEARS SOUTH 72° 36' 43" EAST, 98.77 FEET; THENCE ALONG THE ARC OF SAID CURVE SOUTH 58° 18' 58" EAST, 59.95 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 24° 29' 16" HAVING A RADIUS OF 200.00 FEET AND WHOSE LONG CHORD BEARS SOUTH 70° 33' 36" EAST, 84.83 FEET; THENCE ALONG THE ARC OF SAID CURVE 89.48 FEET; THENCE SOUTH 82° 48' 14" EAST, 264.30 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 25° 29' 49" HAVING A RADIUS OF 200.00 FEET AND WHOSE LONG CHORD BEARS SOUTH 70° 03' 20" EAST, 88.27 FEET; THENCE ALONG THE ARC OF SAID CURVE 89.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 21° 21' 41" HAVING A RADIUS OF 750.00 FEET AND WHOSE LONG CHORD BEARS SOUTH 67° 59' 16" EAST, 278.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 279.62 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 14° 01' 42" HAVING A RADIUS OF 750.00 FEET AND WHOSE LONG CHORD BEARS SOUTH 71° 39' 15" EAST, 183.17 FEET; THENCE ALONG THE ARC OF SAID CURVE 183.63 FEET; THENCE SOUTH 64° 38' 24" EAST, 265.08 FEET; THENCE NORTH 90° 00' 00" EAST, 19.96 FEET; THENCE NORTH 81° 14' 21" EAST, 50.27 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 37° 40' 38" HAVING A RADIUS OF 280.00 FEET AND WHOSE LONG CHORD BEARS SOUTH 46° 08' 29" EAST, 192.07 FEET; THENCE ALONG THE ARC OF SAID CURVE 115.93 FEET; THENCE SOUTH 60° 16' 25" EAST, 39.82 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 48° 03' 39" HAVING A RADIUS OF 125.00 FEET AND WHOSE LONG CHORD BEARS SOUTH 36° 14' 35" EAST, 101.81 FEET; THENCE ALONG THE ARC OF SAID CURVE 104.85 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 11° 21' 19" HAVING A RADIUS OF 475.00 FEET AND WHOSE LONG CHORD BEARS SOUTH 17° 53' 25" EAST, 93.99 FEET; THENCE ALONG THE ARC OF SAID CURVE 94.14 FEET; THENCE SOUTH 23° 34' 05" EAST, 60.89 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 43° 25' 57" HAVING A RADIUS OF 125.00 FEET AND WHOSE LONG CHORD BEARS SOUTH 01° 51' 07" EAST, 92.50 FEET; THENCE ALONG THE ARC OF SAID CURVE 94.76 FEET TO THE NORTH RIGHT OF WAY LINE OF 'PIONEER PARKWAY', SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 40° 00' 15" HAVING A RADIUS OF 482.91 FEET AND WHOSE LONG CHORD BEARS SOUTH 88° 21' 49" WEST, 330.36 FEET; THENCE ALONG SAID RIGHT OF WAY LINE IN THE FOLLOWING FOUR (4) COURSES: ALONG THE ARC OF SAID CURVE 337.18 FEET; THENCE SOUTH 68° 21' 37" WEST, 53.92 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 22° 50' 56" HAVING A RADIUS OF 402.91 FEET AND WHOSE LONG CHORD BEARS SOUTH 78° 47' 04" WEST, 159.61 FEET; THENCE ALONG THE ARC OF SAID CURVE 160.68 FEET; THENCE NORTH 88° 47' 13" WEST, 703.50 FEET MORE OR LESS, TO THE EASTERLY BOUNDARY LINE OF THE 'HARMONS SANTA CLARA, LLC' PROPERTY (DOCUMENT # 20090017972); THENCE LEAVING SAID RIGHT OF WAY LINE AND RUNNING ALONG SAID EASTERLY BOUNDARY IN THE FOLLOWING FOUR (4) COURSES: NORTH 00° 37' 37" EAST, 469.39 FEET; THENCE NORTH 16° 36' 53" WEST, 238.26 FEET; THENCE NORTH 28° 38' 27" WEST, 146.96 FEET; THENCE NORTH 89° 22' 23" WEST, 504.53 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM THAT PORTION LYING WITHIN THE DEDICATED ROADWAYS AS SET FORTH ON THE 'ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY'.

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



1/4 CORNER TO SECTIONS 8 & 9 TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, (FOUND REBAR)

DATE:	01/15/21
JOB NO.:	12472-20
DRAWN BY:	C.G.A.
CHECKED BY:	B.E.A.
SCALE:	1"=60'
DWG:	Survey-ROS
DATE:	
REVISIONS:	

ROSENBERG
 A S S O C I A T E S
 CIVIL ENGINEERS • LAND SURVEYORS

352 East Riverside Drive, Suite A-2
 St. George, UT 84790
 Ph (435) 673-8866
 www.racivil.com

RECORD OF SURVEY
 FOR
SILVERADO LLC

LOCATED IN THE N.W. 1/4 OF SECTION 9 T.42S., R.16W., S.L.B.&M.

SHEET
1
 OF 1 SHEETS

RESIDENTIAL PARKING: (APARTMENTS)	
DWELLING UNITS -	96
SPACES PER UNIT -	x 2.0
TOTAL SPACES REQ'D. -	192
STANDARD SPACES PROVIDED -	108
VAN ACCESSIBLE PROVIDED -	4
SHARED SPACES PROVIDED -	58
TOTAL SPACES PROVIDED -	250
COVERED SPACES REQ'D. -	(192/2 = 96)
COVERED SPACES PROVIDED -	96

RESIDENTIAL PARKING: (MAN CAVES)	
DWELLING UNITS -	28
SPACES PER UNIT -	x 2.0
TOTAL SPACES REQ'D. -	56
STANDARD SPACES PROVIDED -	56
SHARED SPACES PROVIDED -	10
TOTAL SPACES PROVIDED -	66
COVERED SPACES REQ'D. -	(56/2 = 28)
COVERED SPACES PROVIDED -	56

COMMERCIAL PARKING:	
UNITS -	3
TOTAL SQ. FT. OF UNITS -	16,504
SPACES PER SQ. FT. -	1/250
TOTAL SPACES REQ'D. -	66
STANDARD SPACES PROVIDED -	60
VAN ACCESSIBLE PROVIDED -	6
SHARED SPACES PROVIDED -	23
TOTAL SPACES PROVIDED -	89

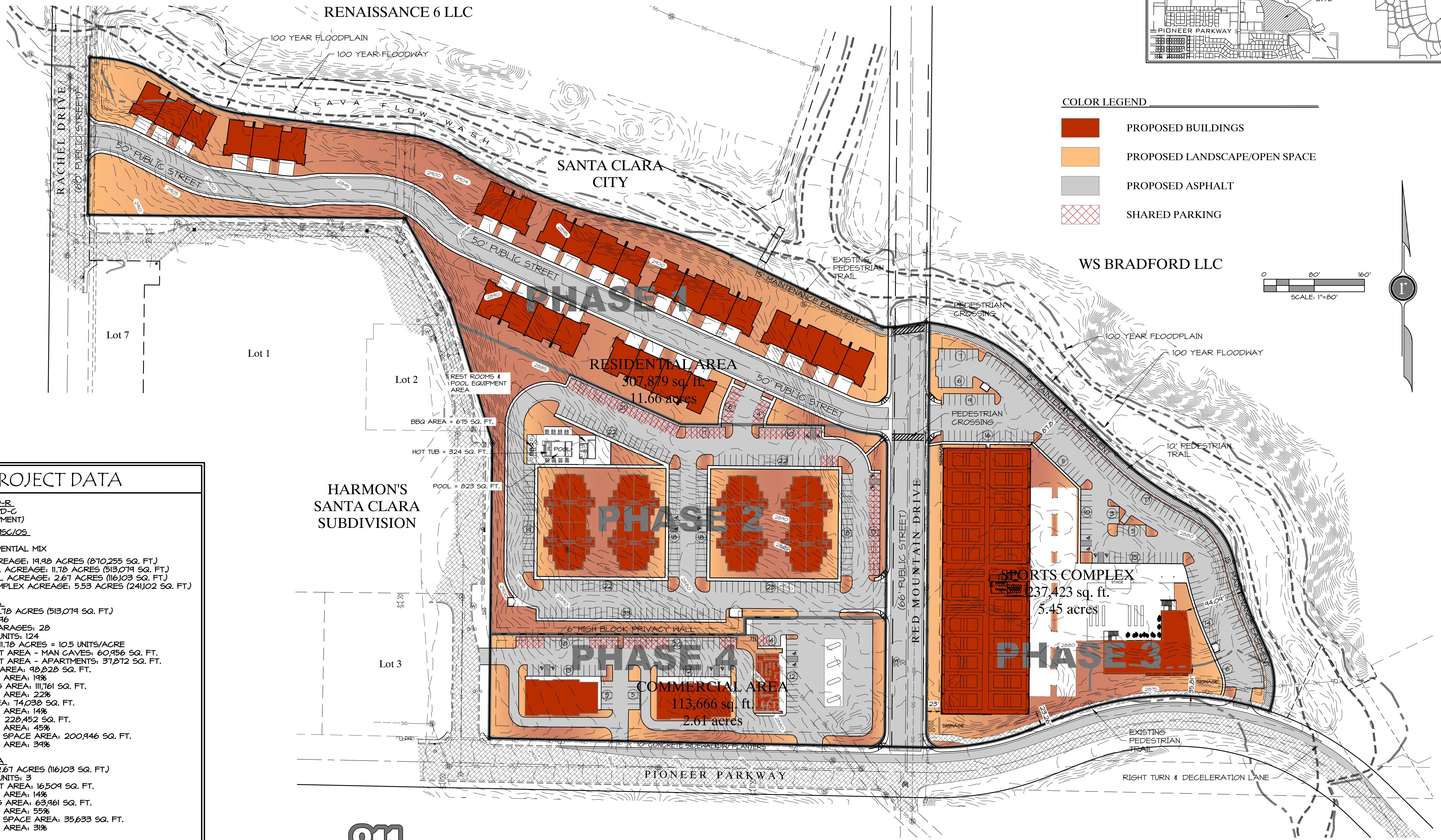
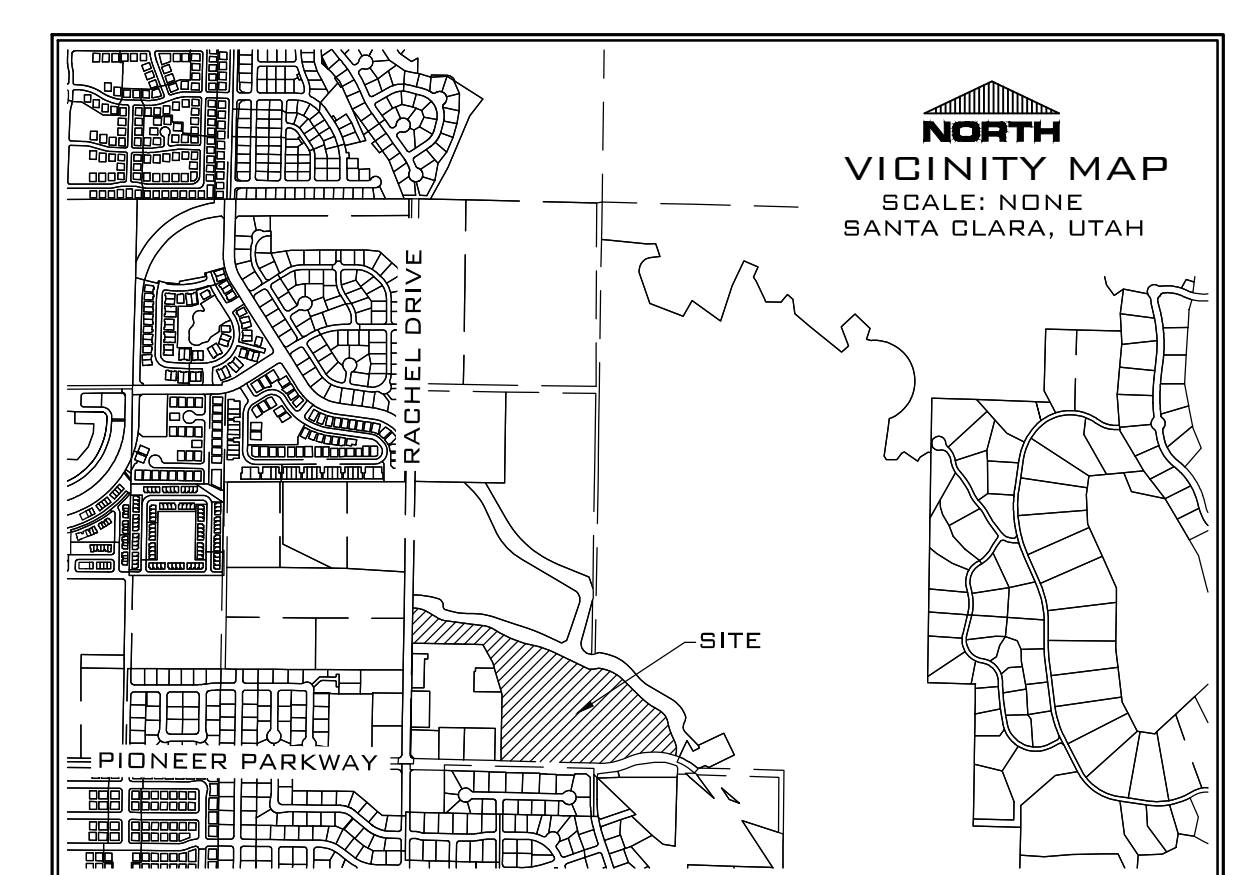
SHARED PARKING:	
STANDARD SPACES PROVIDED -	87
VAN ACCESSIBLE PROVIDED -	4
TOTAL SPACES PROVIDED -	91

PROJECT PARKING TOTALS:	
PARKING REQUIRED -	528
PARKING PROVIDED -	584
ADDITIONAL PARKING PROVIDED -	56

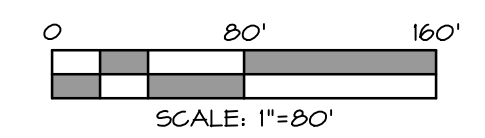
SILVERADO SANTA CLARA DEVELOPMENT

LOCATED IN SECTION 28, TOWNSHIP 42 SOUTH, RANGE 16 WEST OF THE SALT LAKE BASE AND MERIDIAN CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.

SPORTS COMPLEX PARKING:	
NUMBER OF COURTS -	34
SPACES PER COURT -	x 2.0
INDOOR COMMON AREA -	3,000 SQ. FT.
SPACES PER SQ. FT. -	1/250
TOTAL SPACES REQ'D. -	80
RESTAURANT SPACE -	6,680 SQ. FT.
PATIO SPACE -	4,733 SQ. FT.
TOTAL SQ. FT. @ 1/100 SQ. FT. -	11,413 SQ. FT.
KITCHEN/STORAGE SPACE -	4,990 SQ. FT.
TOTAL SQ. FT. @ 1/250 -	4,990 SQ. FT.
TOTAL SPACES REQ'D -	134
TOTAL SPACES REQ'D -	214
STANDARD SPACES PROVIDED -	175
VAN ACCESSIBLE PROVIDED -	4
TOTAL SPACES PROVIDED -	179



COLOR LEGEND	
	PROPOSED BUILDINGS
	PROPOSED LANDSCAPE/OPEN SPACE
	PROPOSED ASPHALT
	SHARED PARKING



PROJECT DATA

CURRENT ZONE: PD-R
PROPOSED ZONE: PD-C (PLANNED DEVELOPMENT)
GENERAL PLAN: M5C/OS
PROPOSED USE: COMMERCIAL/RESIDENTIAL MIX

TOTAL PARCEL ACREAGE: 19.98 ACRES (870,255 SQ. FT.)
 TOTAL RESIDENTIAL ACREAGE: 11.78 ACRES (513,074 SQ. FT.)
 TOTAL COMMERCIAL ACREAGE: 2.61 ACRES (116,103 SQ. FT.)
 TOTAL SPORTS COMPLEX ACREAGE: 5.53 ACRES (241,102 SQ. FT.)

RESIDENTIAL AREA:
 TOTAL ACREAGE: 11.78 ACRES (513,074 SQ. FT.)
 APARTMENT UNITS: 96
 MAN CAVES/TOY GARAGES: 28
 TOTAL NUMBER OF UNITS: 124
 DENSITY: 124 UNITS/11.78 ACRES = 10.5 UNITS/ACRE
 BUILDING FOOTPRINT AREA - MAN CAVES: 60,956 SQ. FT.
 BUILDING FOOTPRINT AREA - APARTMENTS: 37,872 SQ. FT.
 GROSS FOOTPRINT AREA: 98,828 SQ. FT.
 PERCENT OF TOTAL AREA: 19%
 DRIVEWAY/PARKING AREA: 111,761 SQ. FT.
 PERCENT OF TOTAL AREA: 22%
 PUBLIC STREET AREA: 14,038 SQ. FT.
 PERCENT OF TOTAL AREA: 14%
 OPEN SPACE AREA: 228,452 SQ. FT.
 PERCENT OF TOTAL AREA: 45%
 LANDSCAPED OPEN SPACE AREA: 200,946 SQ. FT.
 PERCENT OF TOTAL AREA: 39%

COMMERCIAL AREA:
 TOTAL ACREAGE: 2.61 ACRES (116,103 SQ. FT.)
 TOTAL NUMBER OF UNITS: 3
 BUILDING FOOTPRINT AREA: 16,504 SQ. FT.
 PERCENT OF TOTAL AREA: 14%
 DRIVEWAY/PARKING AREA: 63,961 SQ. FT.
 PERCENT OF TOTAL AREA: 55%
 LANDSCAPED OPEN SPACE AREA: 35,633 SQ. FT.
 PERCENT OF TOTAL AREA: 31%

SPORTS COMPLEX:
 TOTAL ACREAGE: 5.53 ACRES (241,102 SQ. FT.)
 BUILDING FOOTPRINT AREA: 68,413 SQ. FT.
 PERCENT OF TOTAL AREA: 29%
 DRIVEWAY/PARKING AREA: 62,629 SQ. FT.
 PERCENT OF TOTAL AREA: 26%
 OUTDOOR COURT AREA: 18,000 SQ. FT.
 PERCENT OF TOTAL AREA: 7%
 LANDSCAPE/OPEN SPACE AREA: 41,560 SQ. FT.
 PERCENT OF TOTAL AREA: 30%



NOTES:
 1. ALL UTILITIES ARE SHOWN ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES. OWNERS SHALL BE RESPONSIBLE FOR UTILITIES NOT SHOWN ON THESE DRAWINGS.

PROJECT OWNER/ DEVELOPER
 SILVERADO DEVELOPMENT CO.
 1810 EAST 840 NORTH
 OREM, UT 84097

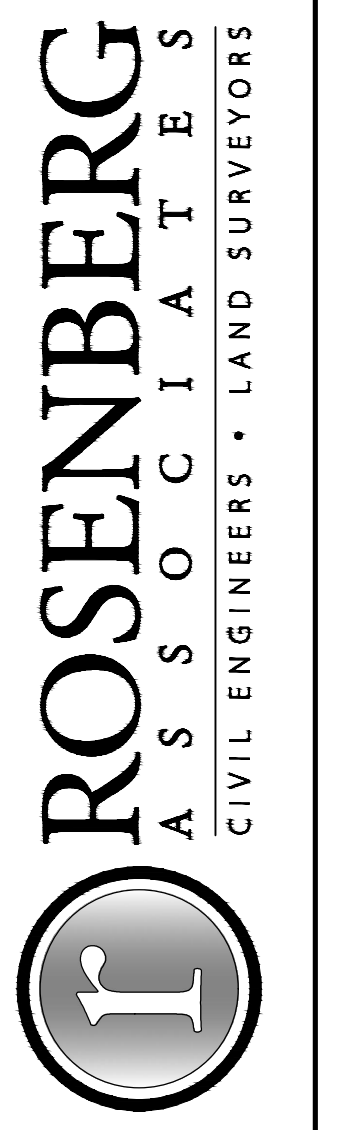
PROJECT ARCHITECT
 METHOD STUDIO
 360 WEST ASPEN AVENUE
 SALT LAKE CITY, UTAH 84101 (801) 532-4422

PROJECT ENGINEER
 ROSENBERG ASSOCIATES
 352 EAST RIVERSIDE DRIVE, SUITE A2
 ST. GEORGE, UT 84790 (435) 673-8586

GEOTECHNICAL ENGINEER
 APPLIED GEOTECHNICAL AGE
 1420 SOUTH 270 EAST
 ST. GEORGE, UT 84790 (435) 673-6850

- UTILITY NOTES**
- ALL UTILITIES FOR THIS PROJECT WILL BE UNDERGROUND.
 - ANY EXISTING UTILITIES ACROSS THE SITE THAT MAY INTERFERE WITH ANY OF THE PROPOSED SITE ELEMENTS WILL BE RELOCATED BY DEVELOPER AND NEW EASEMENTS WILL BE GRANTED.

DATE:	6/14/22
JOB NO.:	12472-21-001
DESIGNED BY:	AMH
CHECKED BY:	
DWG.:	Site Plan
DATE:	
REVISIONS:	



352 East Riverside Drive, Suite A-2
 St. George, Utah 84790
 Ph (435) 673-8586, Fx (435) 673-8397
 www.rcivil.com

SITE PLAN FOR SILVERADO SANTA CLARA DEVELOPMENT SANTA CLARA UTAH

TEMPORARY MAINTENANCE FACILITY AGREEMENT

This TEMPORARY MAINTENANCE FACILITY AGREEMENT (“Agreement”) is entered into as of _____ (“Effective Date”) by and between Enlaw, LLC, a Delaware limited liability company and BD Resort Center LLC, a Utah limited liability company (“Developer”) and the City of Santa Clara, a municipal corporation and political subdivision of the State of Utah (“City” and together with Developer as the “Parties”).

RECITALS

WHEREAS, Developer owns or controls approximately 570 acres (297.56 within the City) of land spanning from Pioneer Parkway to the northern and eastern limits of the City’s boundary and continuing north and northeast into Ivins City (“Ivins”) across the pristine lava flows and north of the Ivins “Horses” roundabout. The portion within the City lies at the City’s most northern and eastern boundaries; and

WHEREAS, Developer’s real property within the City is described in the Development Agreement’s Exhibit “A” (hereafter the “Development Property”); and

WHEREAS, the City and Developer previously entered into that Black Desert Development Agreement (“Development Agreement”), recorded with the Washington County Recorder on September 29, 2021, as Doc # 20210063764; and

Whereas, in furtherance of the development set forth in the Development Agreement, Developer desires to place a temporary maintenance facility (“Maintenance Facility”) on the Development Property.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties mutually agree as follows:

TERMS

1. Recitals.

The Recitals above are hereby incorporated into this Agreement.

2. Definitions.

Capitalized terms shall have the meanings as defined herein. Any capitalized term not defined herein shall have the meaning ascribed to it in the Development Agreement.

3. Maintenance Facility.

- a. Length of Time: the Maintenance Facility will be installed on the Property for no longer than 12 months, with up to three (3) extensions of up to six (6) months each.

- b. Location: the Maintenance Facility will be installed at the location designated in the site plan attached hereto as Exhibit “A”.
- c. Purpose: the Maintenance Facility will be used for maintenance offices, with a shed that will store maintenance equipment.
- d. Structures: the Maintenance Facility will consist of up to 2 trailers and 1 metal shed structure.
- e. Fencing: the Maintenance Facility will be screened by a chain-link metal fence, with screening/privacy fabric wrap.
- f. Power and Water: power and water shall be connected at the meter nearest to the Maintenance Facility.
- g. Sewer: the sewer for the Maintenance Facility will be connected to the nearest accessible sewer utility.
- h. Dust: for dust control off the road, Developer will place #2 crushed stone (aggregate) from Pioneer Parkway to the entrance of the Maintenance Facility.

4. Compliance with City Design and Construction Standards.

Developer acknowledges and agrees that unless expressly stated otherwise, nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Planned Community, including the payment of fees and compliance with the City’s design and construction standards for public improvements which are approved at the time of construction, except as may be specifically set forth otherwise herein. Further, the temporary buildings allowed under this agreement have been approved by the planning commission under Santa Clara City Code section 17.24.100 and will comply with all requirements thereof.

5. Compliance with Planned Community Design Standards.

Developer acknowledges and agrees that unless expressly stated otherwise, nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable architectural, landscape, and other design guidelines for development and construction of lots and parcels in the Planning Areas. The

6. Improvement Costs.

Developer acknowledges and agrees that unless expressly stated otherwise, Developer will bear the costs to install and maintain the Maintenance Facility under this Agreement.

7. Assignment.

Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities

arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

8. No Joint Venture; Partnership or Third-Party Rights.

This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

9. Integration.

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

10. Notices.

Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for who intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as communications under this Agreement shall be deemed to have been given and received and shall be effective three (3) days after deposit in the U.S. Mail to the recipient's address as set forth herein:

City:

Santa Clara City
Attn: City Manager
2603 Santa Clara Drive
Santa Clara, UT 84765

With a copy to:

Santa Clara City Attorney
Attn: Matthew J. Ence
Snow Jensen & Reece, PC
912 West 1600 South, Ste. B200
St. George, UT 84765

Developer:

Enlaw, LLC & BD Resort Center LLC
Attn: Patrick Manning
1500 Black Desert Drive
Ivins, UT 84738

With a copy to:

Jenkins Bagley, PLLC
Attn: Bruce C. Jenkins
285 W. Tabernacle, Ste. 301
St. George, UT 8477

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

11. Law and Usage.

Any dispute regarding this agreement shall be heard and settled under the laws of the State of Utah. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include all genders, and the term “person” shall include an individual, partnership (general or limited), corporation, trust, or other entity or association, or any combination thereof. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. The provision of this Agreement shall be constructed as both covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof.

12. Court Costs.

In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney fees.

13. Expenses.

The Developer and the City shall each pay their own costs and expenses incurred in preparation and execution of and performance under this Agreement, except as otherwise expressly provided herein.

14. Waiver.

Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

15. Effective Date.

This Agreement shall be effective as of the date first set forth above.

(signatures on the following page)

Remainder of page left blank

In Witness Whereof, the parties hereunder have executed this Agreement on the date first written above.

DEVELOPER

CITY OF SANTA CLARA

ENLAW, LLC, *a Delaware limited liability company*

By: RS18 Entrada Manager LLC, *a Utah limited liability company*, its Manager

By: Paul Bringhurst
Title: Manager of RS18 Entrada Manager LLC

Rick Rosenberg, Mayor
Attest:

BD RESORT CENTER LLC, *a Delaware limited liability company*

By: BD Resort Center Manager LLC, *a Utah limited liability company*, its Manager

Chris Shelley, City Recorder

By: James B. Boren
Title: Manager of BD Resort Center Manager LLC

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the ___ day of _____, 2022, Paul Bringhurst personally appeared before me, and being duly sworn acknowledged to me that he holds the company title/s as set forth above, that RS18 Entrada Manager LLC is the Manager of Enlaw, LLC, and that he has freely and voluntarily executed the above agreement in their duly authorized capacity and on behalf of said companies.

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the ___ day of _____, 2022, James B. Boren personally appeared before me, and being duly sworn acknowledged to me that he holds the company title/s as set forth above, that BD Resort Center Manager LLC is the Manager of BD Resort Center LLC, and that he has freely and voluntarily executed the above agreement in their duly authorized capacity and on behalf of said companies.

NOTARY PUBLIC

EXHIBIT "A"
Site Plan

Mayor

Rick Rosenberg

City Manager

Brock Jacobsen



City Council

Denny Drake

Leina Mathis

Ben Shakespeare

Jarett Waite

Christa Hinton

CITY COUNCIL

Meeting Date: August 10, 2022

Agenda Item: 3

Applicant: Santa Clara City

Requested by: James McNulty

Subject: Chapter 12.08, Sidewalk Regulations

Description:

This item was discussed with the City Council on July 6, 2022, during a work meeting. This is a clean-up of Chapter 12.08. If Council members have questions, staff is available to discuss this item as needed. City staff recommends that the City Council approve Ordinance #2022-18 for this item.

Recommendation: Approval

Attachments:

Cost: N/A

Legal Approval: Yes

Finance Approval: N/A

Budget Approval: N/A

CHAPTER 12.08
SIDEWALK REGULATIONS

SECTION:

12.08.010: Removal of Snow

12.08.020: Placing Trash or Other Obstruction in Streets, Gutters, Sidewalks

12.08.030: Openings in Street

12.08.040: Doors Opening into Streets

12.08.050: Discharge of Water on Street

12.08.060: Crossing at Intersections

12.08.070: Business to Keep Sidewalk Clean

12.08.080: Placing Goods on Sidewalks for Sale or Show

12.08.090: Placing Goods on Sidewalks for Receipt or Delivery

12.08.100: Congregating on Sidewalks

12.08.010: REMOVAL OF SNOW:

A. It is unlawful for the owner, occupant, lessor, or agent of any property, abutting on a paved sidewalk to fail to remove, or have removed from such paved sidewalk, all hail, snow, or sleet thereon within a reasonable time after such snow, hail, or sleet has fallen.

B. It is unlawful for any person removing snow from the sidewalk to deposit snow, dirt, leaves, or any other material in the gutter to clog or prevent the free flow of water therein. (Prior code § 11-361)

12.08.020: PLACING TRASH OR OTHER OBSTRUCTION IN STREETS, GUTTERS,
SIDEWALKS:

It is unlawful for any person owning, occupying, or having control of any premises to place, or permit to be placed upon or in the sidewalk, parking area, gutter, or on the half of the street next to such premises:

A. Any broken ware, glass, filth, rubbish, sweepings, refuse matter, ice, snow, water, garbage, ashes, tin cans or other like substances.

B. Any wagons, lumber, wood boxes, fencing, building material, dead trees, tree stumps, merchandise or other thing which shall obstruct such public street, gutter, parking area or sidewalk, or any part thereof, except as expressly authorized by ordinance, without the permission of the city council first had and obtained.

C. Any permanent or temporary structure, mechanism, device, or other thing of any kind or character except trees planted pursuant to the provisions of applicable ordinance. (Prior code § 11-362)

12.08.030: OPENINGS IN STREET:

A. It is unlawful for the owner or occupant of any building having a cellar which opens upon any street or sidewalk to fail to keep the door or other covering in good repair and safe for the passage of the customary traffic on the street or sidewalk. If the owner or occupant of any such building shall neglect or refuse to repair properly any such door or covering within twenty-four (24) hours after notice for the superintendent of streets to do so, the superintendent shall forthwith cause such repairs to be made at the expense of the owner or occupant.

B. It is unlawful to construct or maintain core holes or other openings in streets or sidewalks, except with the special permission of the city council, and under the direction and supervision of the superintendent of streets. (Prior code § 11-363)

12.08.040: DOORS OPENING INTO STREETS:

It is unlawful for any person, firm, or corporation owning or having the control or management of any alley, road, or passageway to construct or hang gates or doors to such alley, road, or passageway so that gates or doors thereto, when open, shall project outwardly more than two feet (2') over or upon the sidewalk or beyond the property line. (Prior code § 11-364)

12.08.050: DISCHARGE OF WATER ON STREET:

It is unlawful for any person owning, occupying, or having control of any premises to fail, refuse or neglect to prevent water from the roof or eaves of any house, building, or other structure, or from any other source under the control of such person to be discharged upon the surface of any sidewalk. (Prior code § 11-365)

12.08.060: CROSSING AT INTERSECTIONS:

It is unlawful for any person to drive or park a self-propelled vehicle or lead, drive, or ride any animal upon any sidewalk except across a sidewalk at established crossings. Except for electric bicycles, scooters, and skateboards. (Prior code § 11-366)

12.08.070: BUSINESS TO KEEP SIDEWALK CLEAN:

It is unlawful for any owners or occupants of any place of business to refuse, neglect or fail to cause the sidewalk abutting thereon to be swept or cleaned as needed. (Prior code § 11-367)

12.08.080: PLACING GOODS ON SIDEWALKS FOR SALE OR SHOW:

No goods, wares, or merchandise shall be placed, maintained, or permitted for sale or show in or on any parking area, street, or sidewalk beyond two feet (2') from the front line of the lot, without first obtaining the written approval of the city council. Such approval shall be granted only when such sale or show shall be a promotional activity not exceeding forty-eight (48) hours and when participated in by a majority of firms seeking approval in their business areas. The city council's written approval shall specifically provide that no goods,

wares, or merchandise shall be placed in such a manner as to leave less than a six-foot (6') passageway for pedestrians. (Prior code § 11-368)

12.08.090: PLACING GOODS ON SIDEWALKS FOR RECEIPT OR DELIVERY:

It is unlawful for any person to place or suffer to be placed or kept upon any sidewalk, any goods, wares, or merchandise which he or she may be receiving or delivering, without leaving a foot passageway upon such sidewalk. It is unlawful for any person receiving or delivering such goods, wares, or merchandise to suffer the same to be or remain on such sidewalk for a longer period than twenty-four (24) hours. (Prior code § 11-369)

12.08.100: CONGREGATING ON SIDEWALKS:

It is unlawful for any person or persons to congregate about or upon any sidewalks, stairway, doorway, window or in front of any commercial business or office, civic use, or dwelling unit to obstruct or interfere with the free passage of persons entering, leaving, or occupying such building or premises. (Prior code § 11-371)

ORDINANCE NO. 2022-18

AN ORDINANCE OF THE CITY OF SANTA CLARA, UTAH, TO AMEND TITLE 12, CHAPTER 12.08, SIDEWALK REGULATIONS OF THE MUNICIPAL CODE

WHEREAS, it is important for the City of Santa Clara to update its code from time to time to remain relevant, reflective, and clear in its rules and regulations; and

WHEREAS, staff recommended changes to Chapter 12.08, Sidewalk regulations of the City Code and upon discussions with City Council on July 6, 2022, during a work meeting, it was discussed and deemed that this chapter needed to be cleaned up; and

WHEREAS, the Santa Clara City Council has reviewed the recommendations by staff to amend and adopt Chapter 12.08, Sidewalk Regulations of Title 12 of the Santa Clara City code, and

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of Santa Clara, Utah, that the entirety of Title 12, Chapter 12.08, Sidewalk Regulations be restated, as provided herein, the amended Sections 12.08.010: Removal of snow, 12.08.020: Placing Trash or other Obstruction in Streets, Gutters, Sidewalks, 12.08.030: Openings in Street, 12.08.040: Doors opening into Streets, 12.08.050: Discharge of Water on Street as follows, 12.08.060: Crossing at Intersections, 12.08.070: Business to keep sidewalk clean, 12.08.080: Placing Goods on Sidewalks for Sale or Show, 12.08.090: Placing Goods on Sidewalks for Receipt or Delivery, 12.08.100: Congregating on Sidewalks.

CHAPTER 12.08

SIDEWALK REGULATIONS

SECTION:

12.08.010: Removal of Snow

12.08.020: Placing Trash or Other Obstruction in Streets, Gutters, Sidewalks

12.08.030: Openings in Street

12.08.040: Doors Opening into Streets

12.08.050: Discharge of Water on Street

12.08.060: Crossing at Intersections

12.08.070: Business to Keep Sidewalk Clean

12.08.080: Placing Goods on Sidewalks for Sale or Show

12.08.090: Placing Goods on Sidewalks for Receipt or Delivery

12.08.100: Congregating on Sidewalks

12.08.010: REMOVAL OF SNOW:

A. It is unlawful for the owner, occupant, lessor, or agent of any property, abutting on a paved sidewalk to fail to remove, or have removed from such paved sidewalk, all hail, snow, or sleet thereon within a reasonable time after such snow, hail, or sleet has fallen.

B. It is unlawful for any person removing snow from the sidewalk to deposit snow, dirt, leaves, or any other material in the gutter to clog or prevent the free flow of water therein. (Prior code § 11-361)

12.08.020: PLACING TRASH OR OTHER OBSTRUCTION IN STREETS, GUTTERS, SIDEWALKS:

It is unlawful for any person owning, occupying, or having control of any premises to place, or permit to be placed upon or in the sidewalk, parking area, gutter, or on the half of the street next to such premises:

A. Any broken ware, glass, filth, rubbish, sweepings, refuse matter, ice, snow, water, garbage, ashes, tin cans or other like substances.

B. Any wagons, lumber, wood boxes, fencing, building material, dead trees, tree stumps, merchandise or other thing which shall obstruct such public street, gutter, parking area or sidewalk, or any part thereof, except as expressly authorized by ordinance, without the permission of the city council first had and obtained.

C. Any permanent or temporary structure, mechanism, device, or other thing of any kind or character except trees planted pursuant to the provisions of applicable ordinance. (Prior code § 11-362)

12.08.030: OPENINGS IN STREET:

A. It is unlawful for the owner or occupant of any building having a cellar which opens upon any street or sidewalk to fail to keep the door or other covering in good repair and safe for the passage of the customary traffic on the street or sidewalk. If the owner or occupant of any such building shall neglect or refuse to repair properly any such door or covering within twenty-four (24) hours after notice for the superintendent of streets to do so, the superintendent shall forthwith cause such repairs to be made at the expense of the owner or occupant.

B. It is unlawful to construct or maintain core holes or other openings in streets or sidewalks, except with the special permission of the city council, and under the direction and supervision of the superintendent of streets. (Prior code § 11-363)

12.08.040: DOORS OPENING INTO STREETS:

It is unlawful for any person, firm, or corporation owning or having the control or management of any alley, road, or passageway to construct or hang gates or doors to such alley, road, or passageway so that gates or doors thereto, when open, shall project outwardly more than two feet (2') over or upon the sidewalk or beyond the property line. (Prior code § 11-364)

12.08.050: DISCHARGE OF WATER ON STREET:

It is unlawful for any person owning, occupying, or having control of any premises to fail, refuse or neglect to prevent water from the roof or eaves of any house, building, or other

structure, or from any other source under the control of such person to be discharged upon the surface of any sidewalk. (Prior code § 11-365)

12.08.060: CROSSING AT INTERSECTIONS:

It is unlawful for any person to drive or park a self-propelled vehicle or lead, drive, or ride any animal upon any sidewalk except across a sidewalk at established crossings. Except for electric bicycles, scooters, and skateboards. (Prior code § 11-366)

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It is unlawful for any owners or occupants of any place of business to refuse, neglect or fail to cause the sidewalk abutting thereon to be swept or cleaned as needed. (Prior code § 11-367)

12.08.080: PLACING GOODS ON SIDEWALKS FOR SALE OR SHOW:

No goods, wares, or merchandise shall be placed, maintained, or permitted for sale or show in or on any parking area, street, or sidewalk beyond two feet (2') from the front line of the lot, without first obtaining the written approval of the city council. Such approval shall be granted only when such sale or show shall be a promotional activity not exceeding forty-eight (48) hours and when participated in by a majority of firms seeking approval in their business areas. The city council's written approval shall specifically provide that no goods, wares, or merchandise shall be placed in such a manner as to leave less than a six-foot (6') passageway for pedestrians. (Prior code § 11-368)

12.08.090: PLACING GOODS ON SIDEWALKS FOR RECEIPT OR DELIVERY:

It is unlawful for any person to place or suffer to be placed or kept upon any sidewalk, any goods, wares, or merchandise which he or she may be receiving or delivering, without leaving a foot passageway upon such sidewalk. It is unlawful for any person receiving or delivering such goods, wares, or merchandise to suffer the same to be or remain on such sidewalk for a longer period than twenty-four (24) hours. (Prior code § 11-369)

12.08.100: CONGREGATING ON SIDEWALKS:

It is unlawful for any person or persons to congregate about or upon any sidewalks, stairway, doorway, window or in front of any commercial business or office, civic use, or dwelling unit to obstruct or interfere with the free passage of persons entering, leaving, or occupying such building or premises. (Prior code § 11-371)

BE IT FURTHER ORDAINED that this Ordinance shall become effective immediately upon adoption, recording and posting as required by law.

ADOPTED AND APPROVED by a duly constituted quorum of the City Council of the City of Santa Clara, State of Utah, on this 10th day of August 2022.

CITY OF SANTA CLARA

Rick Rosenberg, Mayor

Attest:

Chris Shelley, Recorder

Mayor

Rick Rosenberg

City Manager

Brock Jacobsen



City Council

Denny Drake

Leina Mathis

Ben Shakespeare

Jarett Waite

Christa Hinton

CITY COUNCIL

Meeting Date: August 10, 2022

Agenda Item: 4

Applicant: Santa Clara City

Requested by: James McNulty

Subject: Chapter 12.20, Park Regulations

Description:

This item was discussed with the City Council on July 6, 2022, during a work meeting. This is a clean-up of Chapter 12.20. If Council members have questions, staff is available to discuss this item as needed. City staff recommends that the City Council adopt Ordinance #2022-19 for this item.

Recommendation: Approval

Attachments:

Cost: N/A

Legal Approval: Yes

Finance Approval: N/A

Budget Approval: N/A

CHAPTER 12.20
PARK REGULATIONS
SECTION:

12.20.010: Generally

12.20.010: GENERALLY:

A. In any park or trail owned or operated by the city, it is unlawful to cut, break, move, take, or otherwise injure, destroy, or deface any trees, shrubs, plants, turf, rock or any building, fence, bridge, sign, or other structure, or foul any spring or stream or leave waste items or rubbish of any kind. No person shall dump any earth, rubbish or other substance or material in or upon any park or trail without written permission of the City.

B. The sale, consumption or possession of intoxicating liquors or beverages and dangerous or narcotic drugs, or gambling of any kind is prohibited in any and all parks, trails and recreation facilities and areas.

C. No person shall make or kindle any open fire except in fireplaces and grills provided for this purpose or in private portable commercially manufactured grills or grills approved safe by the City. Coals and ashes from private grills should be dumped in existing fire pit or taken home. Grills provided for public use shall be on a first come, first served basis.

D. No person shall discharge or set off in parks, trails or recreation facilities or areas, any firecrackers, rockets, or explosives without advance written consent of the City. If allowed in a designated area, fireworks may be discharged July 2nd – July 5th, and July 22nd - July 25th (both until midnight), December 31st/January 1st (until 1:00 AM), and January 31st/February 1st (until 1:00 AM), Chinese New Year's Eve.

E. No person shall, in any park or trail, set a trap or snare, or shoot, injure, annoy, disturb, or poison any wild animal or bird, or injure or destroy any nest.

F. It is unlawful for any person to use threatening, abusive, insulting, or indecent language, to commit any obscene or indecent act, to fight or to create a public disturbance or nuisance in any park or trail. Any person who loiters in any park or trail under the influence of alcohol or drugs or who otherwise disturbs the peace of park or trail users by begging, soliciting, making undue noise, or engaging in disruptive activities shall be deemed to create a nuisance.

G. Except for City employees in City-owned vehicles, or others authorized by the City such as City contractors, no person shall ride in or drive any motor vehicle which is self-propelled upon any park land or trail except upon designated roads. It is prohibited for any person to commit any act, by use or operation, of any motor vehicle on any park land or trail, which if committed upon a public highway or street, in the State of Utah, would be prohibited and unlawful. Speed limits within all parks and upon trails shall be fifteen (15)

miles per hour unless otherwise posted. No one shall test or repair any vehicle or mechanical device on any park or trail property except for electric bicycles, scooters, and skateboards. There shall be no parking at any time except in areas designated for such purposes. Abandoned vehicles shall be towed at owner's expense.

H. No person shall, without written permission of the City, erect, paint, paste or otherwise affix or distribute any signs, advertisement, or circulars on park or trail property. The sale of anything or the solicitation of funds or donation within any park or trail is forbidden, except upon written permission of the City.

I. Horses, cattle, livestock, and domestic animals of any kind are prohibited in any park or trail, except a dog or cat on a leash. It is the duty of the person who owns or possesses a dog or cat on any park or trail property to always keep the animal under control, and to immediately remove and dispose of animal feces or other waste. No animals of any kind are allowed on any fenced sports field except any registered service animal, or as may otherwise be authorized in writing by the city.

J. Practicing, playing, or using parks or trails for golf and archery is prohibited.

K. Upon park or trail property, no person shall carry a knife upon their person having a blade of three inches (3") or longer in length except in conjunction with food preparation at a designated picnic area or pavilion, or discharge a BB gun, air rifle, pistol, firearm, bow and arrow, or any other type of dangerous weapon.

L. Permits for playing league or casual athletic games in parks on sports fields or courts may be secured from the city on a first come, first served basis, provided the same are not otherwise previously scheduled for organized league or tournament play. A valid permit shall be displayed upon request in order to avoid conflicts in the use of facilities. Persons failing to honor a valid permit may be denied future permits to use the facilities.

M. No person or group may utilize any park area, trail, or facility for the purpose of teaching an individual or group any recreational skill for personal profits or financial gain without written permission of the City.

N. No persons are permitted in any park during the hours of darkness, except in those areas designated for extended use activities, or unless written permission is attained from the city for after dark programs. The City shall reserve the right to lock any gate, chain, or door offering access to any park, facility or building in order to restrict nighttime usage thereof.

O. The City Manager or his or her designee may temporarily close or curtail activities upon any lands or water, or any portions thereof, when it has been deemed to be in the best interest of public safety, conduct, health, or order.

P. No entertainment, demonstration, exhibition, meeting, concert, or tournament, whether public or private, shall be given in any park or on any trail without having obtained the written permission of the City no less than fourteen (14) days prior to usage.

Q. No group of twenty-five (25) or more persons shall use a park or trail area without first applying for and obtaining a Special Event Permit from the City. Group usage shall be limited to designated areas. Permission shall be obtained no less than three (3) days prior to usage. No person shall use loudspeakers, amplifiers, or public address systems in park without written permission.

R. Camping or sleeping overnight in City parks or on any trail is prohibited without advance written permission from the city.

S. No person or persons shall willingly encroach upon lands administered by the City.

T. All the aforementioned rules requiring written permission contemplate that such permits must be carried and produced upon demand.

U. Any person violating any of these rules and regulations shall be guilty of an infraction. Each violation shall be a separate offense.

V. Seeds or nuts still in the hull or shell, such as pistachios, peanuts, and sunflower seeds, are not permitted in any City Park or trail, except at a designated picnic area or pavilion. Spitting or otherwise disposing of hulls or shells anywhere other than an authorized receptacle for collection shall be considered littering under title 8, chapter 8.12 of this Code, and the additional penalties applicable to that chapter.

W. Effective May 10, 2007, smoking of any kind on park property or any trail is prohibited. (Ord. 2017-08)

ORDINANCE NO. 2022-19

AN ORDINANCE OF THE CITY OF SANTA CLARA, UTAH, TO AMEND TITLE 12, CHAPTER 12.20 PARK REGULATIONS: SECTION 12.20.010 GENERALLY, OF THE MUNICIPAL CODE

WHEREAS, it is important for the City of Santa Clara to update its code from time to time to remain relevant, reflective, and clear in its rules and regulations; and

WHEREAS, staff recommended changes to Chapter 12.20, Park Regulations, Section 12.20.010 Generally, of the City Code and upon discussions with City Council on July 6, 2022, during a work meeting, it was discussed and deemed that this chapter needed to be cleaned up; and

WHEREAS, the Santa Clara City Council has reviewed the recommendations by staff to amend and adopt Chapter 12.20: Park Regulations, Section 12.20.010: Generally; of Title 12 of the Santa Clara City code, and

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of Santa Clara, Utah, that Title 12, Chapter 12.20 Park Regulations, Section 12.20.010 be restated, as shown below.

CHAPTER 12.20
PARK REGULATIONS
SECTION:
12.20.010: Generally

12.20.010: GENERALLY:

A. In any park or trail owned or operated by the city, it is unlawful to cut, break, move, take, or otherwise injure, destroy, or deface any trees, shrubs, plants, turf, rock or any building, fence, bridge, sign, or other structure, or foul any spring or stream or leave waste items or rubbish of any kind. No person shall dump any earth, rubbish or other substance or material in or upon any park or trail without written permission of the City.

B. The sale, consumption or possession of intoxicating liquors or beverages and dangerous or narcotic drugs, or gambling of any kind is prohibited in any and all parks, trails and recreation facilities and areas.

C. No person shall make or kindle any open fire except in fireplaces and grills provided for this purpose or in private portable commercially manufactured grills or grills approved safe by the City. Coals and ashes from private grills should be dumped in existing fire pit or taken home. Grills provided for public use shall be on a first come, first served basis.

D. No person shall discharge or set off in parks, trails or recreation facilities or areas, any firecrackers, rockets, or explosives without advance written consent of the City. If allowed in a designated area, fireworks may be discharged July 2nd – July 5th, and July 22nd - July 25th (both until midnight), December 31st/January 1st (until 1:00 AM), and January 31st/February 1st (until 1:00 AM), Chinese New Year's Eve.

E. No person shall, in any park or trail, set a trap or snare, or shoot, injure, annoy, disturb, or poison any wild animal or bird, or injure or destroy any nest.

F. It is unlawful for any person to use threatening, abusive, insulting, or indecent language, to commit any obscene or indecent act, to fight or to create a public disturbance or nuisance in any park or trail. Any person who loiters in any park or trail under the influence of alcohol or drugs or who otherwise disturbs the peace of park or trail users by begging, soliciting, making undue noise, or engaging in disruptive activities shall be deemed to create a nuisance.

G. Except for City employees in City-owned vehicles, or others authorized by the City such as City contractors, no person shall ride in or drive any motor vehicle which is self-propelled upon any park land or trail except upon designated roads. It is prohibited for any person to commit any act, by use or operation, of any motor vehicle on any park land or trail, which if committed upon a public highway or street, in the State of Utah, would be prohibited and unlawful. Speed limits within all parks and upon trails shall be fifteen (15) miles per hour unless otherwise posted. No one shall test or repair any vehicle or mechanical device on any park or trail property except for electric bicycles, scooters, and skateboards. There shall be no parking at any time except in areas designated for such purposes. Abandoned vehicles shall be towed at owner's expense.

H. No person shall, without written permission of the City, erect, paint, paste or otherwise affix or distribute any signs, advertisement, or circulars on park or trail property. The sale of anything or the solicitation of funds or donation within any park or trail is forbidden, except upon written permission of the City.

I. Horses, cattle, livestock, and domestic animals of any kind are prohibited in any park or trail, except a dog or cat on a leash. It is the duty of the person who owns or possesses a dog or cat on any park or trail property to always keep the animal under control, and to immediately remove and dispose of animal feces or other waste. No animals of any kind are allowed on any fenced sports field except any registered service animal, or as may otherwise be authorized in writing by the city.

J. Practicing, playing, or using parks or trails for golf and archery is prohibited.

K. Upon park or trail property, no person shall carry a knife upon their person having a blade of three inches (3") or longer in length except in conjunction with food preparation at a designated picnic area or pavilion, or discharge a BB gun, air rifle, pistol, firearm, bow and arrow, or any other type of dangerous weapon.

L. Permits for playing league or casual athletic games in parks on sports fields or courts may be secured from the city on a first come, first served basis, provided the same are not otherwise previously scheduled for organized league or tournament play. A valid permit shall be displayed upon request in order to avoid conflicts in the use of facilities. Persons failing to honor a valid permit may be denied future permits to use the facilities.

M. No person or group may utilize any park area, trail, or facility for the purpose of teaching an individual or group any recreational skill for personal profits or financial gain without written permission of the City.

N. No persons are permitted in any park during the hours of darkness, except in those areas designated for extended use activities, or unless written permission is attained from the city for after dark programs. The City shall reserve the right to lock any gate, chain, or door offering access to any park, facility or building in order to restrict nighttime usage thereof.

O. The City Manager or his or her designee may temporarily close or curtail activities upon any lands or water, or any portions thereof, when it has been deemed to be in the best interest of public safety, conduct, health, or order.

P. No entertainment, demonstration, exhibition, meeting, concert, or tournament, whether public or private, shall be given in any park or on any trail without having obtained the written permission of the City no less than fourteen (14) days prior to usage.

Q. No group of twenty-five (25) or more persons shall use a park or trail area without first applying for and obtaining a Special Event Permit from the City. Group usage shall be limited to designated areas. Permission shall be obtained no less than three (3) days prior to usage. No person shall use loudspeakers, amplifiers, or public address systems in park without written permission.

R. Camping or sleeping overnight in City parks or on any trail is prohibited without advance written permission from the city.

S. No person or persons shall willingly encroach upon lands administered by the City.

T. All the aforementioned rules requiring written permission contemplate that such permits must be carried and produced upon demand.

U. Any person violating any of these rules and regulations shall be guilty of an infraction. Each violation shall be a separate offense.

V. Seeds or nuts still in the hull or shell, such as pistachios, peanuts, and sunflower seeds, are not permitted in any City Park or trail, except at a designated picnic area or pavilion. Spitting or otherwise disposing of hulls or shells anywhere other than an authorized receptacle for collection shall be considered littering under title 8, chapter 8.12 of this Code, and the additional penalties applicable to that chapter.

W. Effective May 10, 2007, smoking of any kind on park property or any trail is prohibited. (Ord. 2017-08)

BE IT FUTHER ORDAINED that this Ordinance shall become effective immediately upon adoption, recording, and posting as required by law.

ADOPTED AND APPROVED by a duly constituted quorum of the City Council of the City of Santa Clara, State of Utah, on this 10th day of August 2022.

CITY OF SANTA CLARA

Rick Rosenberg, Mayor

Attest:

Chris Shelley, Recorder

Mayor
Rick Rosenberg

City Manager
Brock Jacobsen



City Council
Denny Drake
Leina Mathis
Ben Shakespeare
Jarett Waite
Christa Hinton

CITY COUNCIL

Meeting Date: August 10, 2022

Agenda Item: 5

Applicant: Randy Frei

Requested by: James McNulty

Subject: Lot Line

Adjustment

Description:

Randy Frei is requesting to combine two (2) parcels of property into one (1) large parcel. Parcel SC-198-A-1 is 0.91 acres in size, and Parcel SC-177-B is 0.23 acres in size. Combining the two parcels into one parcel will create a parcel that's 1.14 acres in size. The properties are zone R-1-10 single-family residential. The applicant intends to live in the existing home on the property and build a large barn on the property for personal family use.

Recommendation: Approval

Attachments:

Cost: N/A

Legal Approval: Yes

Finance Approval: N/A

Budget Approval: N/A



City of Santa Clara
2603 Santa Clara Drive
(435) 656-4690, Ext. 225
jmcnulty@sccity.org

Staff Report

Lot Line Adjustment Summary and Recommendation

Public Body: Santa Clara City Council

Meeting Date: August 10, 2022

Current Zone: R-1-10

Property Location: 1485 Vernons Street

Parcel Number/Acreage: SC-198-A-1, 0.91 Acres, and SC-177-B, 0.23 Acres

Request: Lot line Adjustment

Applicant Name: Randy Frei

Staff Planner: Jim McNulty

Planning Staff Recommendation: Approve with conditions

Meeting Type: Public Meeting

PROJECT DESCRIPTION

The applicant, Randy Frei, is requesting to combine two (2) parcels of property into one (1) large parcel. Parcel SC-198-A-1 is 0.91 acres in size, and Parcel SC-177-B is 0.23 acres in size. Combining the two parcels into one parcel will create a parcel that is 1.14 acres in size. Mr. Frei has been working with city staff to allow for a large barn on the property. Currently, the smaller parcel has a single-family home located on it, with an existing older accessory structure located on the larger parcel. The subject properties are located within the R-1-10 single-family zone. Chapter 17.20.150 of city code does not allow for accessory buildings to be constructed upon a lot until a building permit has been issued for the principal building.

The applicant intends to live in the existing home and build a large barn for his personal family use. Mr. Frei will be required to record the new survey and boundary description for the property prior to receiving a building permit. This will allow for both structures (home and barn) to be located on the same property in compliance with the R-1-10 single-family zone.

CITY CODE REQUIREMENTS

The Petitioner has addressed the following requirements:

1. There are no existing utilities located in the easement proposed to be vacated;
2. All adjoining property owners, by their execution of this Petition, consent to this petition;



Permit Fee: \$200 plus Mailing Cost

**PETITION TO ABANDON A LOT LINE AND VACATE ASSOCIATED EASEMENT
AND CREATE A NEW LOT LINE AND ASSOCIATED EASEMENT**

Randy A. Frei and Karen Frei (hereinafter "Petitioners"), hereby petition the Santa Clara City Council for approval of abandoning the lot line and vacating the associated easement between two existing lots, and creating a new lot line and associated easement between the same two lots as herein described.

1. Petitioner(s) are the owner(s) of Lots _____ and _____, of _____ subdivision. Parcel Id SC-198-A-1 _____ and SC-177-B _____
2. Exhibit "A" attached hereto and incorporated herein depicts the lot line to be abandoned and associated easement to be vacated and the new lot line and associated easement created (Attach Legal Description and Drawing completed by an engineer)

Petitioners hereby represent the following facts:

- A. There are no existing utilities located in the easement proposed to be vacated;
- B. All adjoining property owners, by their execution of this Petition, consent to this petition;
- C. The lot line abandonment and vacating of the easement and creation of a new lot line and associated easement does not result in remnant land that did not already exist;
- D. No violation of applicable zoning requirements would result from this petition;
- E. Neither the public nor any person will be materially injured by this petition and there is good cause for the request.

CONSENTS OF ADJOINING PROPERTY OWNERS:

The undersigned, being all of the owners of lots or property adjoining the lots described in Exhibit "A", hereby consent to the lot line abandonment and vacation of associated easement and the creation of a new lot line and associated easement.

<u>Lot #</u>	<u>Subdivision</u>	<u>Owner Name & Address</u>	<u>Signature</u>	<u>Date</u>
See Attached				

RESPECTFULLY SUBMITTED,

Randy A. Frei
 Property Owner/Petitioner Name (Print)

 Signature

Karen Frei
 Property Owner/Petitioner Name (Print)

 Signature (Must be Notarized)

 Signature (Must be Notarized)

NOTARIZATION OF PROPERTY OWNER/PETITIONER'S SIGNATURES:

State of Utah)

SS

County of Washington)

On the 7 day of July, 2022 personally appeared before me Randy A. Frei, the signer of the above document, who duly acknowledged to me that he/she executed the same.



Marie Whitehead
Notary Public

May 26 2024
My Commission expires

State of Utah)

SS

County of Washington)

On the 7 day of July, 2022 personally appeared before me Karen Frei, the signer of the above document, who duly acknowledged to me that he/she executed the same.



Marie Whitehead
Notary Public

May 26 2024
My Commission expires

On the 7 day of July, 2022 the Santa Clara City Council approved the above Petition to Abandon a Lot Line and Vacate Associated Easement and to Create a New Lot Line and Associated Easement.

Dated this 7th day of July, 2022

ATTEST:



Chris Shulby
City Recorder

My Commission expires


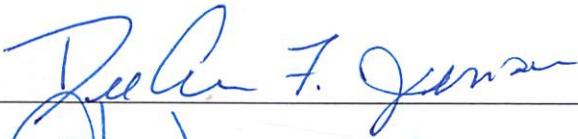
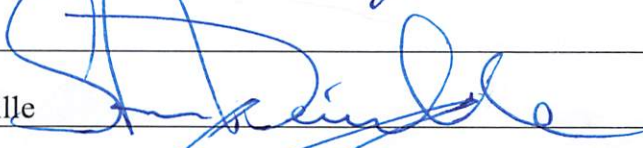


COMMISSION NO. 11224
My Commission Expires 02-28-2024
State of Utah
Notary Public
MARIE WHITEHEAD



COMMISSION NO. 11224
My Commission Expires 02-28-2024
State of Utah
Notary Public
MARIE WHITEHEAD

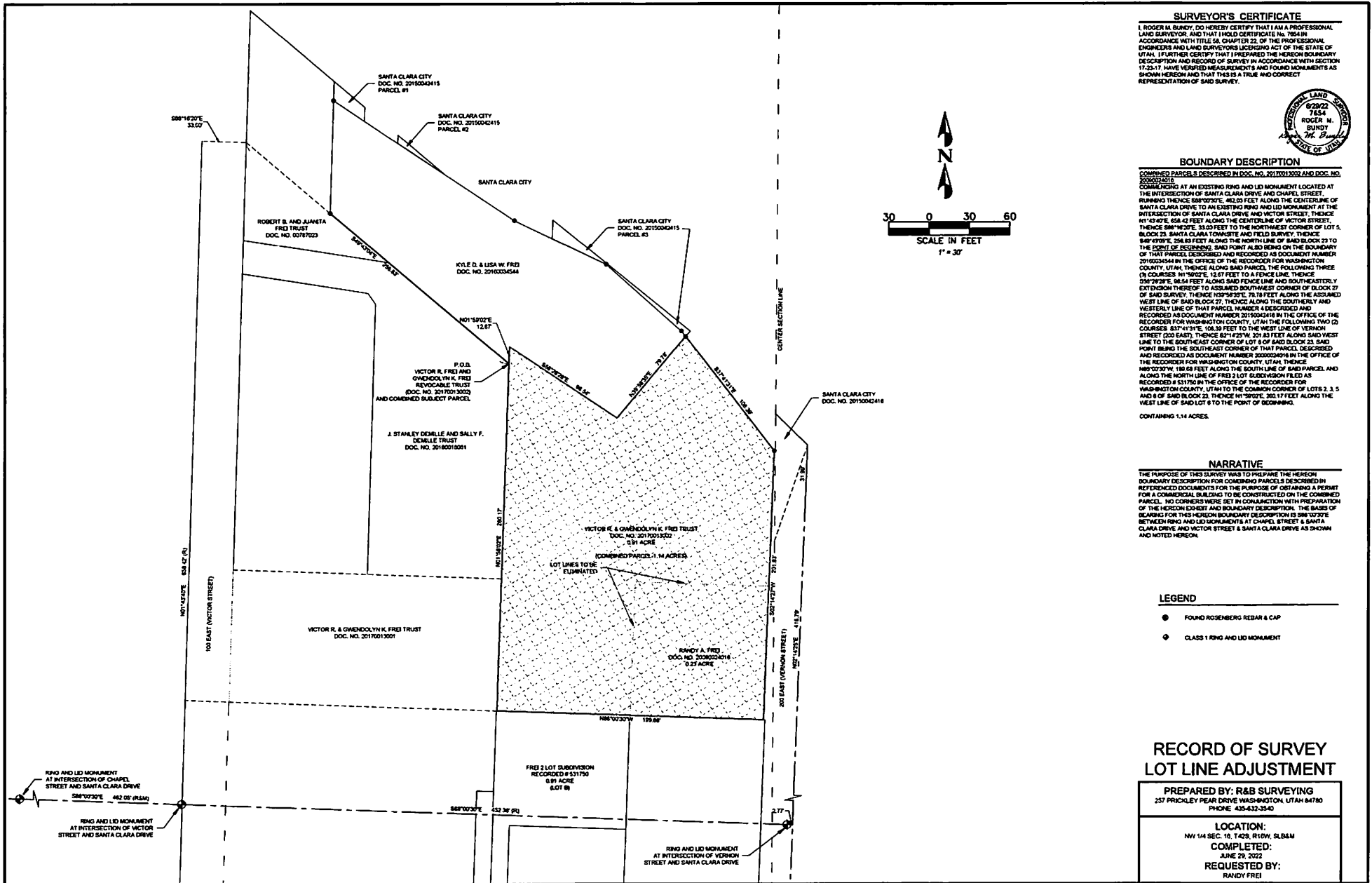


CONSENT OF ADJOINING PROPERTY OWNERS:

<u>Parcel</u>	<u>Owner Name & Address</u>	<u>Signature</u>	<u>Date</u>
SC-172	Ralph and Pearl Hafen		
SC-173 and SC-FREI-B	DeeAnn F. Jensen Trust		
SC-178-A	J. Stanley and Sally F. DeMille		
SC-183-A	Kyle D. Frei & Lisa W. Frei		
SC-177-A and others	Victory R. Frei and Gwendolyn K. Frei		

COMBINED PARCELS DESCRIBED IN DOC. NO. 20170013002 AND DOC. NO. 20090024016:
COMMENCING AT AN EXISTING RING AND LID MONUMENT LOCATED AT THE INTERSECTION OF SANTA CLARA DRIVE AND CHAPEL STREET, RUNNING THENCE S88°00'30"E, 462.03 FEET ALONG THE CENTERLINE OF SANTA CLARA DRIVE TO AN EXISTING RING AND LID MONUMENT AT THE INTERSECTION OF SANTA CLARA DRIVE AND VICTOR STREET; THENCE N1°43'40"E, 658.42 FEET ALONG THE CENTERLINE OF VICTOR STREET; THENCE S88°16'20"E, 33.00 FEET TO THE NORTHWEST CORNER OF LOT 5, BLOCK 23, SANTA CLARA TOWNSITE AND FIELD SURVEY; THENCE S49°43'05"E, 256.83 FEET ALONG THE NORTH LINE OF SAID BLOCK 23 TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE BOUNDARY OF THAT PARCEL DESCRIBED AND RECORDED AS DOCUMENT NUMBER 20160034544 IN THE OFFICE OF THE RECORDER FOR WASHINGTON COUNTY, UTAH; THENCE ALONG SAID PARCEL THE FOLLOWING THREE (3) COURSES: N1°59'02"E, 12.67 FEET TO A FENCE LINE; THENCE S56°28'28"E, 96.54 FEET ALONG SAID FENCE LINE AND SOUTHEASTERLY EXTENSION THEREOF TO ASSUMED SOUTHWEST CORNER OF BLOCK 27 OF SAID SURVEY; THENCE N39°58'35"E, 79.78 FEET ALONG THE ASSUMED WEST LINE OF SAID BLOCK 27; THENCE ALONG THE SOUTHERLY AND WESTERLY LINE OF THAT PARCEL NUMBER 4 DESCRIBED AND RECORDED AS DOCUMENT NUMBER 20150042416 IN THE OFFICE OF THE RECORDER FOR WASHINGTON COUNTY, UTAH THE FOLLOWING TWO (2) COURSES: S37°41'31"E, 108.39 FEET TO THE WEST LINE OF VERNON STREET (200 EAST); THENCE S2°14'25"W, 201.83 FEET ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF LOT 6 OF SAID BLOCK 23, SAID POINT BEING THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED AND RECORDED AS DOCUMENT NUMBER 20090024016 IN THE OFFICE OF THE RECORDER FOR WASHINGTON COUNTY, UTAH; THENCE N88°00'30"W, 199.68 FEET ALONG THE SOUTH LINE OF SAID PARCEL AND ALONG THE NORTH LINE OF FREI 2 LOT SUBDIVISION FILED AS RECORDED # 531750 IN THE OFFICE OF THE RECORDER FOR WASHINGTON COUNTY, UTAH TO THE COMMON CORNER OF LOTS 2, 3, 5 AND 6 OF SAID BLOCK 23; THENCE N1°59'02"E, 260.17 FEET ALONG THE WEST LINE OF SAID LOT 6 TO THE POINT OF BEGINNING.

CONTAINING 1.14 ACRES.



SURVEYOR'S CERTIFICATE
 I, ROGER M. BUNDY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 7654 IN ACCORDANCE WITH TITLE 6A, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT I PREPARED THE HEREON BOUNDARY DESCRIPTION AND RECORDS OF SURVEY IN ACCORDANCE WITH SECTION 17-23-17, HAVE VERIFIED MEASUREMENTS AND FOUND MONUMENTS AS SHOWN HEREON AND THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.



BOUNDARY DESCRIPTION
 COMBINED PARCELS 2 DESCRIBED IN DOC. NO. 20170913002 AND DOC. NO. 20060224018 COMMENCING AT AN EXISTING RING AND LID MONUMENT LOCATED AT THE INTERSECTION OF SANTA CLARA DRIVE AND CHAPEL STREET, RUNNING THENCE S88°02'30"E, 482.00 FEET ALONG THE CENTERLINE OF SANTA CLARA DRIVE TO AN EXISTING RING AND LID MONUMENT AT THE INTERSECTION OF SANTA CLARA DRIVE AND VICTOR STREET, THENCE N1°42'00"E, 654.42 FEET ALONG THE CENTERLINE OF VICTOR STREET, THENCE S88°16'30"E, 33.00 FEET TO THE NORTHWEST CORNER OF LOT 5, BLOCK 23, SANTA CLARA TOWNSHIP AND FIELD SURVEY, THENCE S45°41'00"E, 254.85 FEET ALONG THE NORTH LINE OF SAID BLOCK 23 TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE BOUNDARY OF THAT PARCEL DESCRIBED AND RECORDED AS DOCUMENT NUMBER 2010023454 IN THE OFFICE OF THE RECORDER FOR WASHINGTON COUNTY, UTAH, THENCE ALONG SAID PARCEL, THE FOLLOWING THREE (3) COURSES: N1°18'00"E, 12.81 FEET TO A FENCE LINE, THENCE S29°29'20"E, 95.54 FEET ALONG SAID FENCE LINE AND SOUTHEASTERLY EXTENSION THEREOF TO AN UNLINED SOUTHWEST CORNER OF BLOCK 27 OF SAID SURVEY, THENCE N33°58'30"E, 79.78 FEET ALONG THE ASSUMED WEST LINE OF SAID BLOCK 27, THENCE ALONG THE SOUTHERLY AND WETTERLY LINE OF THAT PARCEL, NUMBER 4 DESCRIBED AND RECORDED AS DOCUMENT NUMBER 2015004248 IN THE OFFICE OF THE RECORDER FOR WASHINGTON COUNTY, UTAH, THE FOLLOWING TWO (2) COURSES: S37°41'30"E, 104.30 FEET TO THE WEST LINE OF VERNON STREET (200 EAST), THENCE S27°14'20"W, 201.83 FEET ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF LOT 1 OF SAID BLOCK 23, SAID POINT BEING THE SOUTHEAST CORNER OF THAT PARCEL, DESCRIBED AND RECORDED AS DOCUMENT NUMBER 200504918 IN THE OFFICE OF THE RECORDER FOR WASHINGTON COUNTY, UTAH, THENCE N89°02'30"W, 189.88 FEET ALONG THE SOUTH LINE OF SAID PARCEL AND ALONG THE NORTH LINE OF FREI 3 LOT SUBDIVISION FILED AS RECORDED # 531750 IN THE OFFICE OF THE RECORDER FOR WASHINGTON COUNTY, UTAH TO THE CORNER CORNER OF LOTS 2, 3 & 8 OF SAID BLOCK 23, THENCE N1°58'00"E, 203.17 FEET ALONG THE WEST LINE OF SAID LOT 6 TO THE POINT OF BEGINNING.
 CONTAINING 1.14 ACRES.

NARRATIVE
 THE PURPOSE OF THIS SURVEY WAS TO PREPARE THE HEREON BOUNDARY DESCRIPTION FOR COMBINED PARCELS DESCRIBED IN REFERENCED DOCUMENTS FOR THE PURPOSE OF OBTAINING A PERMIT FOR A COMMERCIAL BUILDING TO BE CONSTRUCTED ON THE COMBINED PARCEL. NO CORNERS WERE SET IN CONNECTION WITH PREPARATION OF THE HEREON EXHIBIT AND BOUNDARY DESCRIPTION. THE BASIS OF BEARING FOR THIS HEREON BOUNDARY DESCRIPTION IS S88°02'30"E BETWEEN RING AND LID MONUMENTS AT CHAPEL STREET & SANTA CLARA DRIVE AND VICTOR STREET & SANTA CLARA DRIVE AS SHOWN AND NOTED HEREON.

- LEGEND**
- FOUND ROSENBERG REBAR & CAP
 - ◆ CLASS 1 RING AND LID MONUMENT

**RECORD OF SURVEY
 LOT LINE ADJUSTMENT**

PREPARED BY: R&B SURVEYING
 257 FRICKLEY PEAR DRIVE WASHINGTON, UTAH 84780
 PHONE 435-432-3540

LOCATION:
 NW 1/4 SEC. 10, T42S, R10W, S16&18E

COMPLETED:
 JUNE 29, 2022

REQUESTED BY:
 RANDY FREI

Request: Lot Line Adjustment

3. The lot line abandonment and vacating of the easement and creation of a new lot line and associated easement does not result in remnant land that did not already exist;
4. No violation of applicable zoning requirements would result from this petition;
5. Neither the public nor any person will be materially injured by this petition and there is good cause for the request.

PLANNING STAFF RECOMMENDATION

Planning Staff recommends that the City Council approve the Lot Line Adjustment for Parcel SC-198-A-1, 0.91 acres, and Parcel SC-177-B, 0.23 acres allowing for a combined parcel of 1.14 acres subject to the following conditions:

1. That the applicant proceeds with recordation of the survey and boundary description as presented to the City Council.
2. That a copy of the recorded document be provided to City staff prior to issuance of a building permit.
3. That the applicant continues working with city staff to clean up the property.

And with the following Finding:

1. That the Petitioner has addressed all items as required by city code.

Mayor

Rick Rosenberg

City Manager

Brock Jacobsen



City Council

Denny Drake

Leina Mathis

Ben Shakespeare

Jarett Waite

Christa Hinton

CITY COUNCIL

Meeting Date: August 10, 2022

Agenda Item: 6

Applicant: GARY HALL

Requested by: GARY HALL

Subject: UAMPS Member Risk Management Policy-Update

Description:

In November of 2021, the council approved Brock Jacobsen, Gary Hall, Erik Campbell and Kristelle Hill as representatives from Santa Clara to make power transactions on the UAMPS Power Exchange (PX) website through the UAMPS Member Risk Management Policy. With the recent change of employees, namely Kristelle Hill, Jackie Combs with UAMPS has suggested that we change this document to replace names of employees with positions who can make power transactions on the PX. With this change, UAMPS will be able to roll access from one person to another who holds the same position, without changing the document every time we have employee changes. I am suggesting we insert the following positions in place of employees names on this policy: City Manager, Power Director, Power Superintendent, Administrative Assistant/Scheduler.

Recommendation: Approval

Cost: NA

Legal Approval: N/A

Finance Approval: N/A

Budget Approval: N/A

Attachments:

https://sccity.org/wp-content/uploads/formidable/41/Item-6a-Member-Risk-Management-_2021_Santa-Clara.pdf,

https://sccity.org/wp-content/uploads/formidable/41/Risk-Policy_-_Santa-Clara_-_2021_-_Executed.pdf

UAMPS Power Exchange Member Risk Management Policy

Recitals:

The electric utility industry is presently in transition from a highly regulated industry to a deregulated industry. The development of competitive wholesale electric power markets presents both risks and benefits for municipally-owned electric utilities, such as the municipal electric utility system (the "System") owned and operated by the City of Santa Clara (the "City"). Such risks include, among other things, price volatility, reliability and counterparty performance in wholesale power markets. Such benefits include, in particular, the opportunity to reduce, and to ensure the continued stability of, the costs of purchased power and energy paid by the City. In addition, the potential for direct access legislation and customer choice requires the City to accurately match its future power supply resources with its future retail service requirements in order to avoid unrecoverable fixed costs and other stranded investments.

The City is one of the members (the "Members") of Utah Associated Municipal Power Systems, a political subdivision of the State of Utah ("UAMPS"), organized under the provisions of the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"). The City now purchases all or a portion of its external supply of electric power and energy from or through UAMPS. UAMPS presently operates a power pool (the "Power Pool") pursuant to those certain Pooling Agreements (the "Pooling Agreements") between UAMPS and each of its Members. The Power Pool provides a mechanism for the economic scheduling and utilization of the electric power and energy resources available to the members of UAMPS. Pursuant to an Appendix to each of the Pooling Agreements (the "PX Appendix") and as a component of its Power Pool, UAMPS has now established its Power Exchange (the "PX") which enables each of the Members of UAMPS to enter into forward transactions with one another and with UAMPS for the purchase, sale and exchange of firm electric power and energy.

Purpose and Authority:

The City has adopted and approved this Risk Management Policy to (1) authorize, confirm, ratify and approve the execution and performance by the City of the PX Appendix, (2) set forth the principles governing its risk management activities, the transactions that may be utilized to manage risks, (3) establish procedures for the periodic review of those risk management transactions that are entered into by the City and (4) expressly prohibit certain activities.

This Risk Management Policy has been adopted and approved pursuant to the City's power and authority under the laws of the State of Utah, including without limitation, the provisions of the Act and Titles 10 and 55, Utah Code Annotated 1953, as amended, to own and operate the System, to purchase, sell and exchange electric power and energy and to take all actions necessary for the prudent operation and management of the System.

Authorization of Transactions in UAMPS PX:

The execution and delivery of the PX Appendix by the City's designated representative to UAMPS is hereby authorized, approved, confirmed and ratified. All payments and expenses incurred by the City as a result of any transaction made by it under the PX Appendix shall constitute an operating expense of the System and a cost of purchased electric power and energy and shall in no event constitute a general obligation liability or indebtedness of the City under the laws of the State of Utah. Any receipts and income realized by the City as a result of any transaction made by it under the PX Appendix shall be deposited into the City's electric utility enterprise fund.

The risk management transactions within the UAMPS PX that are authorized by this Risk Management Policy include the purchase and sale of electric power and energy through the UAMPS PX in order to reduce those price, reliability and counterparty risks that are present in competitive, deregulated wholesale power markets and to enable the City to match its generating resources and wholesale power supply sources with the requirements of the customers served by the System.

Risk Management Policy:

The City will enter into transactions within the UAMPS PX only to the extent that such activities and instruments are consistent with, and in furtherance of, the prudent and businesslike operation of the System and its power supply requirements and resources. Only existing and reasonably forecasted power supply loads and resources will be the basis for transactions by the City within the UAMPS PX.

The purchase and sale of electric power and energy by the City in future periods, to the extent consistent with this Risk Management Policy, within the UAMPS PX is hereby authorized and approved. This authorization and approval is based upon, among other things, the City's participation in the governance of UAMPS and of the operation of the PX, the stability and credit standing of UAMPS and the members of UAMPS participating in the PX and the limited forward period for transactions within the PX.

City Manager, Power Director, Power Superintendent, and Administrative Assistant/Scheduler are hereby designated as the City's "Power Exchange Representative(s)" for purposes of the PX Appendix, shall have daily responsibility for supervising the risk management activities of the City and is hereby authorized to enter into risk management transactions within the UAMPS PX with an aggregate notional value not exceeding \$500,000 and a maximum forward period not exceeding 6months. The Power Exchange Representative shall report not less frequently than monthly to the City Council of the City with respect to all risk management transactions entered into by the City.

Prohibited Transactions:

The use of any of the risk management activities and instruments described herein for the purpose of speculating on future prices of electric power and energy or for the purpose of trading

solely to generate profits is prohibited. No officer and employee of the City shall directly or indirectly own or trade in, for his or her personal account, any risk management or financial contract relating to electric power and energy, whether within the UAMPS PX or otherwise.

Adopted and approved this 10th day of August 2022.

CITY OF SANTA CLARA

By _____
Mayor

[Seal]

Attest:

City Recorder

UAMPS Power Exchange Member Risk Management Policy

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Gary Hall ; Erik Campbell ; Brock Jacobsen ;
Kristelle Hill ; _____ ; _____ is/are hereby designated as the City's "Power Exchange Representative(s)" for purposes of the PX Appendix, shall have daily responsibility for supervising the risk management activities of the City and is hereby authorized to enter into risk management transactions within the UAMPS PX with an aggregate notional value not exceeding \$ 200,000 and a maximum forward period not exceeding 6 months. The Power Exchange Representative shall report not less frequently than monthly to the City Council of the City with respect to all risk management transactions entered into by the City.

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solely to generate profits is prohibited. No officer and employee of the City shall directly or indirectly own or trade in, for his or her personal account, any risk management or financial contract relating to electric power and energy, whether within the UAMPS PX or otherwise.

Adopted and approved this 10 day of November, 2021.



[Seal]

CITY OF SANTA CLARA

By _____
Mayor

A handwritten signature in blue ink, appearing to be 'R. R. King', written over a horizontal line.

Attest:

City Recorder

A handwritten signature in blue ink, appearing to be 'C. D. Shelley', written over a horizontal line.

ORDINANCE NO. 2022-20

AN ORDINANCE FOR CREATING A LOT LINE ADJUSTEMENT

WHEREAS, the property is located at 1485 Vernon Street, Santa Clara Utah 84765, and

WHEREAS, the lot line adjustment request is being made by the petitioner, Randy Frei. The properties are zoned R-1-10 single family residential, and

WHEREAS, the purpose for the request is to combine two parcels into one large parcel. Parcel SC-198-A-1 is 0.91 acres in size and Parcel SC-177-B is 0.23 acres in size. Combining the two parcels creates one large parcel that is 1.14 acres in size. The applicant intends to live in the existing home on the property and build a large barn on the property for personal family use, and

WHEREAS, State law (UCA 10-9a-608 (2) allows Planning Commission to approve such request at a public meeting (without a public hearing) where the applicant owns both lots and seeks to join the two contiguous lots into one, and

WHEREAS, the Planning Commission recommended approval to the Santa Clara City Council at their meeting on November 12, 2020, and

WHEREAS, the Santa Clara City Council has determined there is good cause for approval of the lot line adjustment, and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Santa Clara, Utah, as follows:

Section 1. Clarification:

This is a non-code Ordinance.

Section 2. General Provisions:

A lot line adjustment and is described as follows:

See Exhibit A

Section 3. Effective Date:

The effective date of this Ordinance shall become effective immediately upon adoption and posting in the manner required by law.

ADOPTED and Order posted by a duly constituted quorum of the City Council of the City of Santa Clara, Utah, this 10 day of August 2022.

IN WITNESS THERETO:

CITY OF SANTA CLARA

Rick Rosenberg, Mayor

ATTEST:

Chris Shelley, City Recorder

“EXHIBIT A”

COMBINED PARCELS DESCRIBED IN DOC. NO. 20170013002 AND DOC. NO. 20090024016:
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CONTAINING 1.14 ACRES.

