Ivins City Staff Report
City Council Meeting 6/29/2023

Agenda Item: Discuss and provide comments regarding future commitments associated with acquiring land through the R&PP program.

Submitted by: Thomas Jorgensen, P.E., Assistant City Engineer

Recommended City Council Action:
Discuss and provide comments regarding future commitments associated with acquiring land through the R&PP program.

BACKGROUND:

Staff has been working with the Bureau of Land Management (BLM) to apply under the Recreation & Public Purposes Act (R&PP). This application is for the City to purchase or lease approximately 72 acres located on the south side of Old Highway 91 southwest of the intersection of Old Highway 91 and Main Street. The intent to purchase or lease this site is for the City to construct the following improvements: a new public works yard; a new cemetery; and several recreational facilities.

We are still approximately 6-7 months before a record of decision is made by the BLM, but as part of the final process the BLM would like to ensure that Ivins City is aware of what the City is agreeing to before signing the Memorandum of Understanding (MOU) with the BLM. The MOU has been attached here and will be signed at some future date. We will need to notify the BLM if any revisions are requested since this document will be included in the documents package provided for public comment.

In addition to the MOU, Ivins City will also need to sign, at a future date, a Memorandum of Agreement (MOA). This MOA will be a legal agreement between Ivins City, the BLM, and the Utah State Historic Preservation Office (SHPO). The Shivwits Band may also be invited to sign the MOA as a concurring party. In this MOA, Ivins City will be agreeing to implement the treatments outlined in the Historic Properties Treatment Plan (HPTP) for two "eligible" cultural/historical sites located within the 72 acres. The treatments that will be undertaken for these sites include archival research, photography, artifacts mapped and collected, ground penetration radar, and some excavation. Collected artifacts will be transferred for final curation to the U of U's Natural History Museum of Utah. Depending on the findings of the excavation, further investigation may be conducted. Our consultant has estimated that the cost of the treatments for these two sites will be approximately $69,000. The pages of the HPTP related to the site-specific treatments, pages 24-29, have been attached.

FINDINGS AND ANALYSIS:

Staff have reviewed both the MOU and the site-specific treatment plans within the HPTP and found them to be reasonable. Staff do not request any revisions.

SUPPORT MATERIALS:

Memorandum of Understanding
Historical Properties Treatment Plan (pages 24-29)

FINANCIAL IMPACT:
There is no current financial impact on the City.

The City Council, currently, is just understanding future commitments and requesting, if any, revisions to the MOU or the HPTP.

If the BLM makes a record of decision to lease and/or patent the 72 acres to Ivins, the city is still able to choose at that time to enter into these agreements.

Respectfully Submitted:

Thomas Jorgensen, P.E., Assistant City Engineer

Content Review:

Dale Coulam, City Manager

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MEMORANDUM OF UNDERSTANDING
between the

United States Department of the Interior
Bureau of Land Management
St. George Field Office

and

Ivins City
in Washington County
Utah

A. PURPOSE

The purpose of this Memorandum of Understanding (MOU) No. BLM-MOU-UT-C030-001 is to clearly communicate roles and responsibilities of the Bureau of Land Management (BLM) and Ivins City in the processing of Ivins City's existing Recreation and Public Purposes (R&PP) Lease application UTU-93846. The parties to this MOU seek to identify and agree on the due diligence tasks for the ongoing processing of the application.

B. AUTHORITY

This MOU is entered into under the authority of Sections 302(a) and 307(b) of the Federal Land Policy and Management Act of 1976 ("the FLPMA"), 43 U.S.C. §§ 1732(a) & 1737(b).

C. THE PARTIES

The Bureau of Land Management, St. George Field Office

The BLM, an agency of the U.S. Department of the Interior (Department), manages 245 million surface acres in the United States. The FLPMA identified the principles of multiple use and sustained yield and gave the BLM its comprehensive mission to manage the public lands for a variety of uses so as to benefit present and future generations. The BLM manages public lands for outdoor recreation, livestock grazing, and mineral development, while also working to conserve natural, historical, cultural, and other resources on public lands. Most of the country's BLM-managed public land is located in 12 Western States, including Alaska. The SGFO manages approximately 629,000 acres of public lands in Utah, primarily in Washington County, Utah.

Ivins City in Washington County, Utah

Ivins City is located in southwestern Utah not far from Zion National Park. Situated beneath its iconic Big Red Mountain and adjacent to Snow Canyon State Park it is home to the Tuacahn Center for the Arts, Red Mountain Resort and Spa, Movara Fitness Resort, Coyote Gulch Art Village, and others. Although it is gaining in popularity as a center for tourism, Ivins City is first and foremost a peaceful family and retirement friendly bedroom community with pockets of agriculture. It had just over 8,900 residents in 2020.

D. THE BUREAU OF LAND MANAGEMENT AGREES:

1. To promptly communicate the schedule for continuing to process the R&PP application and any associated delays to Ivins City and any 3rd party contractors the City is engaged with.

2. To continue to coordinate formal Section 7 consultation with the U.S. Fish & Wildlife Service regarding the Biological Opinion and communicate the status to Ivins City.

3. To provide Ivins City with any costs the City would be responsible for associated with processing the application (i.e. cost to publish the Federal Register Notice, provide survey, etc.).

E. IVINS CITY AGREES:

1. That it is the intent of the City to continue to support the processing of the application until a formal decision is made by the BLM on the application.

2. To provide requested information and data (i.e. surveys or geospatial data) in a timely manner to the BLM and any 3rd party contractors the City is engaged with.

3. To maintain and communicate an authorized contact person with which the BLM does day-to-day business during processing of the application.

4. In the case of an approved application and issued lease, a lease stipulation that:

   a. would require the City to acquire and donate to the BLM the (appropriate size and type of) wildlife compensatory mitigation parcel(s) as specified in any such lease as required by FW-13 of the 1999 SGFO Resource Management Plan within three (3) years of any lease approval.

   b. Patent of any land developed in accordance with any such lease would be withheld until complete wildlife compensatory mitigation is completed as specified above.

   c. would require the City to acquire and donate to the BLM the appropriate size and type of wildlife compensatory mitigation parcel(s) as specified in the lease *prior to* development of the proposed cemetery.

   d. would require an NTP (Notice to Proceed) be issued by the BLM before each stage of development is begun.

F. IT IS MUTUALLY AGREED BY THE BUREAU OF LAND MANAGEMENT AND IVINS CITY THAT:

1. The principal contacts for this agreement are:

a. SGFO Realty Specialist, BLM St. George Field Office, 345 E. Riverside Drive, St. George, Utah 84790

b. Assistant City Engineer, Ivins City, 85 North Main St., Ivins, UT 84738

2. Nothing in this MOU may commit the BLM to particular outcomes and/or would otherwise be construed as inconsistent with any applicable Federal law, regulation, or policy controlling BLM activities. Any endeavor involving an agreement for reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures, including those for government procurement and printing. Such endeavors or agreements will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority.

3. Nothing in this MOU may be construed to obligate the BLM, the Department, or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this agreement obligate the BLM, the Department, or the United States to spend funds on any particular project or purpose, even if funds are available.

4. Nothing in this MOU may be construed to delegate responsibilities of the BLM or the Department to any individual or organization.

5. This MOU does not establish guarantee for the issuance of an R&PP Lease and/or Patent.

6. Nothing in this agreement may be interpreted to imply that the United States, the Department, or the BLM endorses any product, service, or policy of Ivins City.

7. Ivins City will not take any action or make any statement that suggests or implies such endorsement. The City will obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer to this agreement or to the BLM, the Department, or the name or title of any employee of the Department in connection with this agreement." Such documents will be submitted to the BLM principal contact (see Section H) for review and approval prior to release.

8. Any information furnished to the BLM under this instrument is subject to the Freedom of Information Act, 5 U.S.C. § 552.

9. The parties will comply with the Federal Advisory Committee Act, 5 U.S.C. App. § 1-16, to the extent it applies.

10. This MOU in no way restricts the BLM or Ivins City from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

11. During the performance of this agreement, all parties will abide by the terms of Executive Order 11246, as amended, on non-discrimination and will not discriminate against any person because of age, race, color, religion, sex, sexual orientation, gender identity, or national origin.

12. Nothing herein is intended to conflict with current Department directives. If any term of this agreement is deemed inconsistent with those directives, then the portions of this agreement that are inconsistent shall be null and void; but the remaining terms and conditions will remain in full force and effect. Additionally, nothing herein is intended to conflict with the Ivins City mission.

13. This MOU becomes effective upon signature by the BLM and Ivins City, and unless terminated, shall be in force for 5 years from the date of the last signature, at which time this MOU shall automatically terminate unless renewed by all the parties. Any party to this MOU reserves the right to withdraw from this agreement, or any part thereof, at any time upon 30 days prior written notice to the other parties (at the addresses set forth above or as otherwise indicated). In the event that one of the Partners withdraws from this agreement, the MOU shall automatically terminate.

14. This MOU can be amended or modified if all of the parties agree.

IN WITNESS WHEREOF, the parties hereto have executed this MOU No. BLM-MOU-UT-C030-001 as of the last written date below.

_____ Date: _____

Jason R. West
Field Office Manager
St. George Field Office, Bureau of Land Management

_____ Date: _____

Chris Hart
Mayor, Ivins City
Washington County, Utah

9.9 Faunal Analysis

As with macrobotanical remains, faunal remains can be used to clarify resource acquisition and processing strategies and will, therefore, be appropriate for addressing questions under the theme of agricultural production and use of hinterland areas. Faunal analysts with experience working in the region will identify recovered faunal specimens using comparative skeletal collections. Specimens will be identified to the lowest taxonomic level possible, and skeletal element, portion, side, and age-related data (e.g., degree of epiphyseal fusion) will also be recorded. In addition, taphonomically relevant surface modifications will be recorded. Numbers of identified specimens will be recorded for each taxon from each provenience. Any worked bone specimens will be analyzed as above, and the nature of the working will also be recorded. Any invertebrate (e.g., insect or mollusk) specimens that are recovered from contexts that suggest subsistence use will be identified to taxon and analyzed for taphonomic and paleoenvironmental purposes. As noted above, some faunal specimens may be destroyed for purposes of radiocarbon dating.

10 SITE-SPECIFIC TREATMENT

The section that follows presents a description of each site to undergo treatment followed by specific methods and approaches to be implemented. Treatment methods are tailored to the specifics of each site to safeguard the integrity and data potential. Methods are outlined for each site with accompanying sketch maps depicting preliminary locations of excavation units. The excavation unit locations are meant to be approximate only; final positioning of excavation units will be based on the results of surface collection and site mapping and in-field assessments of depositional setting.

10.1 Site 42WS626

Site Type: Temporary Camp
Period: Formative
Cultural/Temporal Affiliation: Ancestral Puebloan (Pueblo I or late Pueblo II periods)

Site 42WS626 is a previously recorded prehistoric temporary camp (Figure 2). This site is on a slope alongside a drainage on Land Hill above Graveyard Wash, west of old U.S. Highway 91, and southwest of Ivins, Utah. The site's depositional context is low-energy alluvial with abundant aeolian accumulation; the potential for buried cultural deposits is good. The site has been impacted by aeolian and alluvial erosion, and the site's overall condition is deteriorating.

The site was originally recorded by the BLM in 1980 as a limited-activity area containing a basin metate fragment, a slab metate fragment, a possible axe-sharpener, a black-on-white ceramic sherd, and an unknown quantity of lithic debitage. Dalley (1980) noted that there was no potential for depth because the area was badly eroded, and the site's condition was noted as poor to fair.

In 2020, SWCA re-located the site approximately 100 m downslope of the original plotted site location and fully rerecorded it. Because the original site recording occurred before the use of GPS technology, the original site location was hand-plotted on a topographic map. SWCA is confident that this site is the same as the site recorded by Dalley in 1980. As currently recorded, the site assemblage consists of three mano fragments, one hammerstone, one metate fragment, approximately 20 flakes, and one black-on-gray ceramic bowl sherd (either Glendale Black-on-gray or Washington Black-on-gray; P-01). Debitage is dominated by white and orange cryptocrystalline silicate tertiary flakes, although five tertiary mottled gray quartzite flakes were also observed. The site's maximum artifact density is 1 per m^2, and no

concentrations or features were observed. The Washington Black-on-gray type has been dated to the Pueblo I period (Altschul and Fairley 1989). The Glendale Black-on-gray type has been dated to the late Pueblo II period (Allison and Colman 1998). The artifacts observed suggest that the site is a temporary camp dating to either the Pueblo I or the late Pueblo II period. A copy of the complete site record for 42WS626 is presented in Appendix A.

10.1.1 *Eligibility*

Site 42WS626 is a previously recorded prehistoric temporary camp located southwest of Ivins on the slope of Land Hill above Graveyard Wash. Dalley (1980) recommended the site not eligible for the NRHP.

One temporally diagnostic ceramic artifact was observed on-site; however, the artifact cannot be associated with "a specific event marking an important moment in American prehistory or history and a pattern of events or a historic trend that made a significant contribution to the development of a community, a State, or the nation" or "any individuals whose activities are demonstrably important within a local, State, or national historic context" (NPS 1997:12, 14). Additionally, the remaining artifacts are fragmented and no features were observed within the site; therefore, the site does not "embody the distinctive characteristics of a type, period, or method of construction; represent the work of a master; possess high artistic values; or represent a significant and distinguishable entity whose components may lack individual distinction" (NPS 1997:17). Given these factors, 42WS626 does not meet the criteria of significance for the NRHP under Criteria A, B, and C.

Prehistoric temporary camps in the St. George Basin can provide significant data to address research questions pertaining to late Pleistocene and early Holocene variable adaptations. Sites can provide insight into region-specific adaptations seen through patterns in settlement, material source use, and subsistence. Site 42WS626 lacks integrity of site structure and features to address settlement-related research questions. But the assemblage is larger than originally documented, and it appears to be actively deflating in situ. The depositional context suggests that there is good potential for buried cultural deposits. The site contains research potential and could address at least one and possibly more prehistoric research questions of significance because it contains "information to contribute to our understanding of human history or prehistory" (NPS 1997:21). Given these factors, 42WS626 retains data potential and meets the criteria of significance for the NRHP under Criterion D.

The site retains integrity of location because some previously identified artifacts were re-located. But alluvial and aeolian activities have affected integrity of design. Integrity of setting and feeling are retained because the surrounding area is not heavily developed and is generally rural. The presence of previously identified artifacts and tools, including the black-on-gray ceramic sherd, suggests the site retains integrity of materials, workmanship, and association.

In summary, 42WS626 has been determined eligible for the NRHP under Criterion D by the BLM.

The following treatment will be undertaken using the methods previously discussed:

- Site will be photographically documented.
- Surface artifacts will be mapped and collected except for large ground stone artifacts (i.e., metates) that have been exposed and are no longer suitable for further study. These will be field documented, photographed, and left in the field.
- Four 1 × 1–m excavation units will be placed systematically placed throughout the site area (see Figure 2). Depending on what is found in these excavation units, additional excavation units (not to exceed two 1 × 1–m excavation units) will be placed as needed to fully investigate subsurface findings.

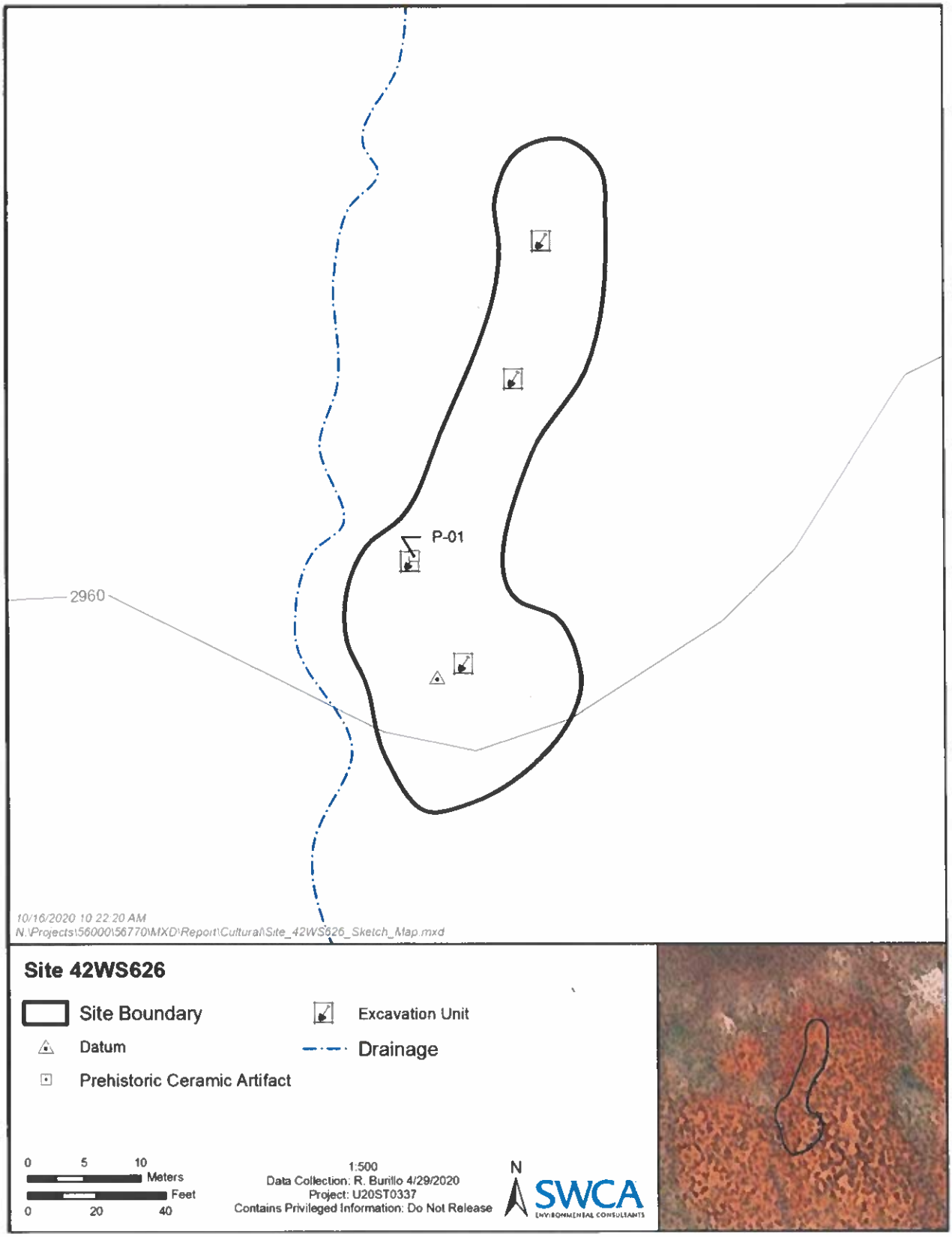


Figure 2. Map showing locations of planned excavation units at 42WS626.

10.2 Site 42WS6465

Site Type: Unknown
Period: Historic (1907–1988)
Cultural/Temporal Affiliation: Euro-American

Site 42WS6465 (Figure 3) is a newly recorded historic rock concentration located on a broad alluvial bench between Graveyard Wash and the Santa Clara River corridor. The depositional context is primarily residual with some areas of shallow aeolian accumulation, but the potential for buried archaeological deposits is low. No impacts were noted, and overall condition is stable.

The site consists of a rectangular concentration of unshaped sandstone slabs generally laid in a single course, although some of the stones overlap slightly. The concentration measures approximately 3 feet (1 m) wide and 6 feet (2 m) long. There is one rectangular slab at the easternmost end that has an upright pocket tobacco tin next to it. The presence of the tobacco tin suggests the site may date to between 1907 and 1988. Given the dimensions, this site may represent a grave. A copy of the complete site record for 42WS6465 is presented in Appendix A.

10.2.1 *Background Research*

A search of online BLM and GLO records indicates there are no individual patents on file for the portion of Section 7 in Township 42 South, Range 16 West where the site is located. The site is not marked on any available historical GLO or topographic maps, and its function is unknown.

10.2.2 *Eligibility*

Site 42WS6465 is a historic rock concentration located between Graveyard Wash and the Santa Clara River corridor that may represent a grave site. It is located approximately 0.7 mile (1.1 kilometers) uphill and northwest of the Santa Clara City Cemetery. One broadly diagnostic artifact (the upright pocket tobacco tin) was observed on site; however, the site cannot be associated with "a specific event marking an important moment in American prehistory or history and a pattern of events or a historic trend that made a significant contribution to the development of a community, a State, or the nation" and historical background research did not reveal a connection to "any individuals whose activities are demonstrably important within a local, State, or national historic context" (NPS 1997:12, 14). The concentration is an area of unshaped sandstone slabs that does not "embody the distinctive characteristics of a type, period, or method of construction; represent the work of a master; possess high artistic values; or represent a significant and distinguishable entity whose components may lack individual distinction" (NPS 1997:17). Therefore, the site does not meet the criteria of significance for the NRHP under Criteria A, B, and C.

Although the function of the rock concentration is unknown, its surface appearance and dimensions suggest it may be a grave site. If it is, then there is good potential for buried archaeological materials, and further study of the site may result in additional important information regarding the Historic period. The site is located less than 1 mile (1.6 kilometers) from the Santa Clara City Cemetery, which contains remains of early settlers to the area. If buried materials are present, these combined with additional archival research would "contribute to our understanding of human history or prehistory" (NPS 1997:21). For this reason, 42WS6465 meets the criteria of significance for the NRHP under Criterion D.

Site 42WS6465 retains integrity of location, design, and materials because the site appears to remain in its original location and retains its primary context. Because there is little modern development in the area, integrity of setting and feeling are also retained. The site lacks integrity of workmanship and association.

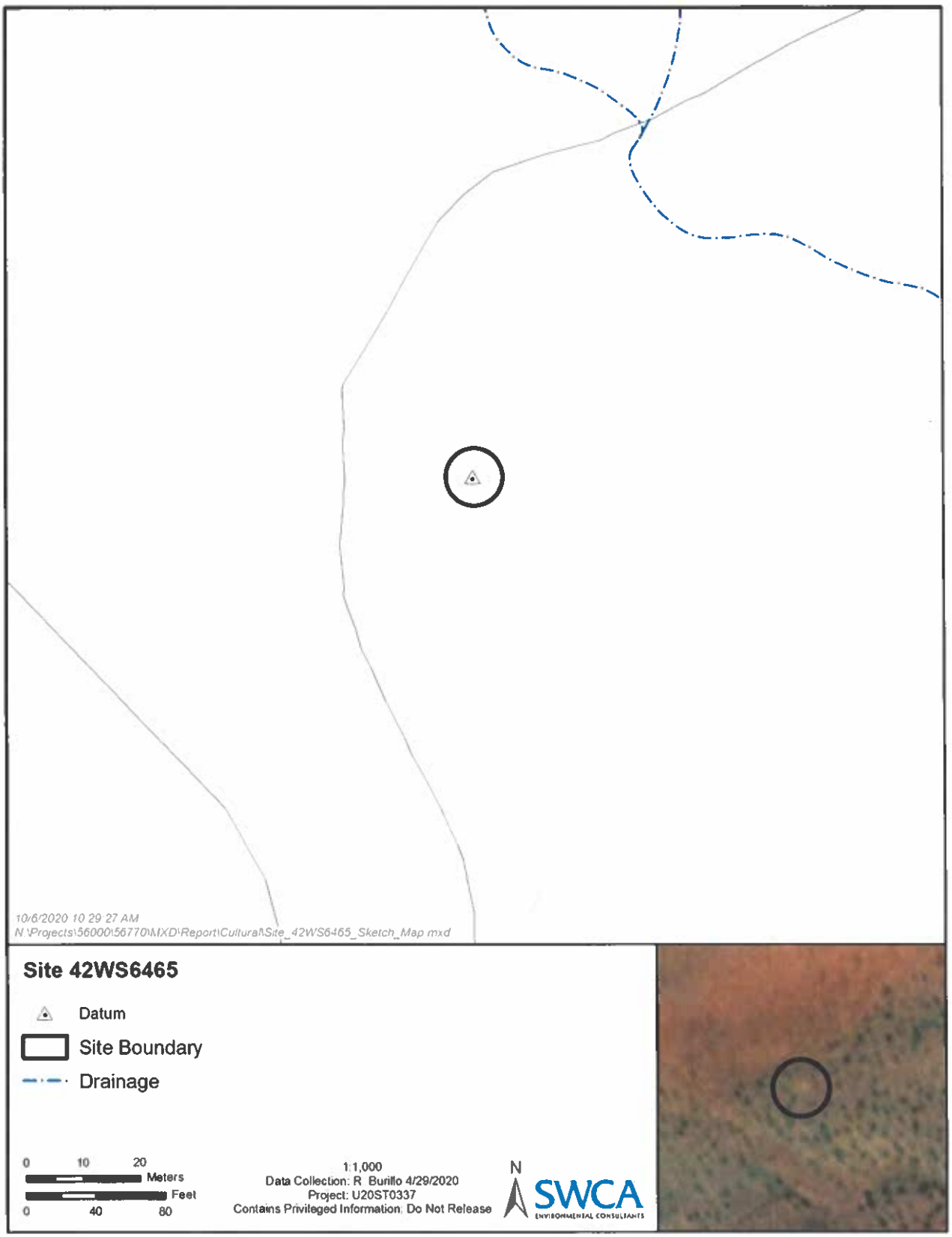


Figure 3. Sketch map of 42WS6465.

In summary, 42WS6465 has been determined eligible for the NRHP under Criterion D.

The following treatment will be undertaken using the methods previously discussed:

- Archival research beyond that conducted during the Class III inventory (Burrillo and Nestel 2020) will be undertaken in an effort to determine the nature and association of this feature.
- The site will be photographically documented, and the feature will be fully mapped prior to any disturbance.
- Surface artifacts will be mapped and collected.
- GPR will be employed if the site is found to be suitable for the application. Further work at the site would depend upon the findings of GPR.
- If GPR is not employed, the feature will be investigated through the excavation of one 1 × 1–m unit that will bisect the feature. Dependent upon the findings in the excavation unit, the feature and surrounding area may be further investigated through the use of additional excavation units (not to exceed an additional two 1 × 1–m units).

11 REPORTING AND CURATION

A draft report on the work conducted for the project will be submitted to the BLM for review within a specified period after the completion of fieldwork. This report, which will adhere to Utah BLM and Utah SHPO guidelines, will detail the field and laboratory procedures that were employed and the results of those procedures. A final version of the report will be submitted following BLM and SHPO review in both digital and hardcopy format.

Following the completion of all analysis and acceptance of the final report, the collections and records from all sites will be transferred for final curation to the University of Utah's Natural History Museum of Utah (NHMU), with whom SWCA currently holds a curation agreement (Appendix A). All records, field notes, data forms, field specimen sheets, analysis notes and reports, field photographs, publications referring to the artifactual material, and a full set of transmittal papers will be submitted with the collection to the NHMU, with copies retained by SWCA. SWCA will provide the BLM St. George Field Office with a letter confirming transmittal of the project collections and records to the NHMU along with a catalog of those collections and records.