NOTICE AND AGENDA
SANTA CLARA CITY COUNCIL MEETING
Wednesday, January 8, 2025
Time: 6:00 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 January 8, 2025 commencing at 6:00 PM. The meeting will be broadcast on our website at https://santaclarautah.gov

1. **Call to Order:**

2. **Opening Ceremony:**
   - Pledge of Allegiance: Jarett Waite
   - Opening Comments: Rabbi Helene Ainbinder, Beit Chaverim Jewish Community of Greater Zion, St. George Interfaith Council.

3. **Conflicts and Disclosures:**

4. **Working Agenda:**

A. Public Hearing(s) 5:00 pm. (None)
- Public Hearing to receive public input regarding an On-Premises Alcoholic Beverage License (Class F) for the Snow Canyon Retirement Community.

- Public Hearing to receive public input regarding a Hydrant Meter Water Rate increase.

B. Consent Agenda:
1. Approval of Claims & Minutes:
   - Dec.11, 2024 City Council Regular Meeting
   - Dec.18, 2024 City Council Work Meeting
   - Claims through Jan. 8, 2025

2. Calendar of Events:
   - Jan. 22, 2025 City Council Work Meeting (Cancelled)
   - Jan. 22, 2025 Regular City Council Meeting (Cancelled)
   - Jan. 29, 2025 City Council Work Meeting
   - Jan. 29, 2025 Regular City Council Meeting

C. General Business:

1. Discussion and action to consider approval for an On-Premises Alcoholic Beverage License (Class F) for the Snow Canyon Retirement Community. Presented by Jim McNulty, City Planner.

2. Discussion and action to consider a Zoning Ordinance Text Amendment. Presented by Jim McNulty, City Planner.

3. Discussion and action to consider approval of a Hydrant Meter Water Rate increase and approve Resolution 2025-01R. Presented by Dustin Mouritsen, Public Works 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 is 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 2nd day of January 2025 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. The 2025 meeting schedule was also provided to the Spectrum on January 1, 2025.

Chris Shelley – City Recorder

SANTA CLARA CITY COUNCIL WORK MEETING
WEDNESDAY, DECEMBER 18, 2024
MINUTES

THE CITY COUNCIL FOR THE CITY OF SANTA CLARA, WASHINGTON COUNTY, UTAH, met for a Work Meeting on Wednesday, December 18, 2024, at 5:00 p.m. in the Downstairs Executive Board Room located at 2603 Santa Clara Drive, Santa Clara, Utah. The meeting was broadcast on the City website at https://santaclarautah.gov.

Mayor:	Rick Rosenberg (excused at 5:54 p.m.)
Council Members:	Dave Pond Ben Shakespeare Jarett Waite
City Recorder:	Chris Shelley
Others Present:	Matt Ence, City Attorney Jim McNulty, Planning and Economic Development Manager Cody Mitchell, Building Official Dustin Mouritsen, Public Works Director Dan Cazier, Fire Chief Jaron Studley, Fire Chief
Excused:	Janene Burton Christa Hinton

1. Call to Order.

Mayor Rick Rosenberg called the meeting to order at 5:12 p.m. and welcomed those present.

2. Working Agenda.

A. General Business.

i. Public Improvement District Policy Discussion. Presented by Brock Jacobsen, City Manager.

The above item was tabled until the next Work Meeting.

ii. Modifying Regulation Discussion. Presented by Cody Mitchell, Building Official/Jim McNulty, City Planner.

Building Official, Cody Mitchell reported that the Council discussed City Ordinance 17.64.060 addressing modifying regulations for the R-1-10 Single Family Zone at its November Work

Meeting. That evening, they will discuss potential changes to the accessory structures component of the Ordinance. The proposed language was then reviewed.

B. Accessory Structures

1. Accessory Structures shall only be authorized with or following the establishment of the primary residence.

2. An accessory garage may be attached to, or detached from the primary building.

    a. An accessory garage that is attached to a primary building shall meet all requirements for the location of the primary building.
    b. All garages and other accessory buildings located within 10 feet of the primary building shall be considered attached and part of the primary building, and the setback and height requirements applicable to the primary building shall apply.
    c. An accessory garage that is detached from a primary building shall meet all requirements for the location of a detached accessory building, as provided.

3. All garages and other accessory buildings located 10 feet or more from the primary residence may be constructed five feet from the side and rear property lines provided that:

    a. Setbacks may be allowed to be reduced with clearance from City utility departments.
    b. Structures permitted to have reduced setbacks shall only utilize 40% of the rear property line width.
    c. The cumulative square footage of all accessory structures shall not be greater than 25% of the rear yard area as measured from the rear wall line of the primary structure to the rear property line (pools excluded).
    d. Maximum Height: 20 feet for structures with flat roofs and 25 feet for structures with pitched roofs.
    e. Projection beyond the exterior wall shall not exceed 12 inches into the area where openings are prohibited.
    f. Stormwater runoff from the building shall not run onto adjacent property.

    Exception: Accessory buildings located closer than five feet to the property line shall not exceed 10 feet in height and shall be less than 200 square feet, as required by the International Residential Code ("IRC").

4. Accessory structures located on corner lots shall meet the required corner side yard setback applicable to the zone.

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5. Accessory structures shall use finish materials colored to blend with the primary structure.

6. Accessory structures shall comply with the most recently adopted IRC.

7. No shipping container, cargo container, shipping crate, box trailer, or similar movable piece of equipment or object shall be used as an accessory building.

8. No utility connections or meters, separate from the primary residence, shall be allowed for accessory structures.

9. No accessory structure shall be used as a permanent dwelling unit.

10. No accessory structure shall be located in any required front yard setback.

In regard to Item 5, Mayor Rosenberg asked if someone could use different materials such as siding for an accessory structure to a stucco home. Mr. Mitchell stated that he included "colors to blend" in the item so people would not be able to, for example, build a galvanized steel structure behind an earthtone stucco home. In regard to a follow-up question from Mayor Rosenberg, Mr. Mitchell confirmed that a backyard structure that is not visible from the street would have to be the same color as the primary structure. He noted that it would be difficult to write an Ordinance that pertains to every installation, and he recently cited a backyard carport structure that is not visible from the cul-de-sac but is very visible from Pioneer Parkway.

Council Member Shakespeare understood that the intention was to ensure that it blends. He then asked if shade structures are permitted. Mr. Mitchell reported that shade structures require a permit.

In response to a question from Mayor Rosenberg, Planning and Economic Development Manager, Jim McNulty clarified that the Ordinance would apply to new structures after its adoption, not existing structures.

Council Member Pond asked for clarification on the term "accessory structure" as it applies to small vinyl sheds and noted that he has a Lifetime Shed that does not match his house and cannot be painted. Mr. Mitchell stated that small sheds that are under 200 square feet in size would fall under the exception listed in Item 3. The exception currently also limits the height to 10 feet, but he was open to increasing that to 12 feet. Some requirements would be strongly encouraged but small structures would technically be exempt.

Council Member Shakespeare liked how the exception was worded and suggested researching the height of Tuff, Lifetime, and similar brand sheds. The height allowance is reduced, but the shed can be placed on the property line. Mr. Mitchell stated that fences are typically six feet high, so approximately only 4 feet of the shed would be visible. He prefers that sheds be placed at least

three feet from the property line so drainage can be controlled, and he would like to include that restriction in the Ordinance.

Council Member Shakespeare asked how attached versus detached would be determined. Mr. Mitchell stated that any building within 10 feet of the primary structure is considered attached and must comply with the zone's setback requirements. In order to qualify for the reduced setback, there must be at least 10 feet of separation. The reduced setback is five feet.

City Attorney, Matt Ence asked Mr. Mitchell to discuss the prohibitions in Item 7 and noted that existing cargo containers are potentially in violation of that restriction. Mr. Mitchell stated that the ones in existence would be grandfathered. He believes they are distasteful. If the purpose of the Ordinance is to preserve the look and feel of neighboring rear yards and public views, cargo boxes should be prohibited. Council Member Shakespeare agreed. They are trying to protect property rights, but also property values. He noted that shipping containers should be allowed on commercial land and agricultural areas. Mr. Mitchell clarified that the Ordinance would only apply to the R-1-10 and larger zones.

In response to a question from Council Member Shakespeare, Mr. Mitchell stated that Accessory Dwellings Units ("ADU") are allowed to be up to 1,000 square feet in size, but they do not qualify for reduced setbacks. Some municipalities are considering reducing setbacks for ADUs, but he believes that encroaching into setbacks with inhabitable space defeats the purpose of the setback.

Council Member Shakespeare approved of setting percentages for accessory structures, as that provides some flexibility. Mr. Mitchell requested the Council's input on the percentage if they believed there should be a restriction and what that restriction should be. Council Member Pond stated that they should not take up more than 25% of the rear yard, and anything larger than that would likely need power or water. Council Member Shakespeare agreed.

Mr. Mitchell stated that it is difficult to build a perfect Ordinance. For example, nothing would prohibit someone from building a structure that utilizes 25% of the rear yard space, and then applying to expand their home into the rear yard. Council Member Shakespeare stated that under the current building code, a 35-foot-tall residence could be built with only an eight-foot side setback and a 10-foot rear setback. He likes the language of the Ordinance, including the different height restrictions for flat and pitched roofs.

Mr. Mitchell asked for the Council's input on Item 3B. Council Member Shakespeare stated that a 10,000-square-foot lot would be approximately 100 feet across, so the 40% maximum would allow a structure of up to 40 feet in width. Planning and Economic Development Director, Jim McNulty, stated that it would allow a large structure. For example, a 20-by-40-foot garage or hobby shop could be built. Mr. Mitchell stated that he believes 40% is generous. Council Member Shakespeare agreed that a maximum should be specified. Mr. Mitchell clarified that the number of buildings is not limited, just the allowed percentage.

Mr. McNulty stated that at the first meeting on the topic in December 2023, they discussed a 25-foot height limit in the RA, R-1-10, and R-1-10 Mixed Lot Size zones, but leaving it at 20 feet in

the R-1-6 zone. Allowing similar accessorial structures in the R-1-6 zone was discussed, and it was decided that it would not be practical due to the small lot sizes in the zone.

Council Member Waite suggested clarifying which requirements do and do not apply to structures smaller than 200 square feet. Council Member Shakespeare added that it would be helpful to include a clarifying note that any power or plumbing will require a permit. Regarding color requirements for small sheds, Council Member Shakespeare stated that enforcement would be difficult as small sheds are usually sold pre-painted or non-paintable. Council Member Waite noted that the height restriction is lower, so they will not be very visible.

The heights of preconstructed sheds were discussed, and it was indicated that they range in height from eight to 12 feet. Mr. Mitchell noted that a 12-foot shed would extend six feet above party walls and could be obtrusive. Council Member Shakespeare stated that he did not believe a 12-foot-tall shed should qualify for the reduced setback. Council Member Waite agreed.

Mr. Mitchell will add language to exempt smaller structures from color requirements and specify that any electrical, plumbing, HVAC, etc. requires a permit. In response to a question raised by Council Member Shakespeare, Mr. Mitchell confirmed that the additional language would provide clarity for Staff to answer applicants' questions, as well as direction regarding what the Council would like to see in the City.

iii. Hydrant Meter Water Rate Discussion. Presented by Dustin Mouritsen, Public Works Director.

Public Works Director, Dustin Mouritsen reported that the current hydrant water meter rate is $2.50 per 1,000 gallons. The water is primarily used for construction, but in rare cases, residents may check out a meter to fill their swimming pool. The fee has not increased since 2006. The deposit amount was increased and fines were instituted in 2021, but the water rates were not changed at that time. Mr. Mouritsen proposed an increase of $1.00 per 1,000 gallons for culinary water and $0.50 per 1,000 gallons for secondary water to help cover costs associated with water delivery, operations, maintenance, repair, and replacement.

The average hydrant water rate for other cities in the area is $3.72 per 1,000 gallons. Santa Clara is currently the lowest in the county. Mr. Mouritsen reported that if the new rate had been in effect, it would have generated an additional $15,377 in 2023 and $22,117 in 2024 to be used for repair and replacement. Standard practice is to offer a 50% discount for secondary water, and the proposed increase would bring the total cost to $1.75 per 1,000 gallons for secondary and $3.50 per 1,000 gallons for culinary water.

Mayor Rosenberg asked that the word "profit" be replaced with "excess revenue for capital replacement" in the chart to clarify that the excess funds would be used for repair and replacement. He was comfortable with the rate increase, as Santa Clara will still have one of the lowest rates in the county.

Council Member Shakespeare stated that the increase will not adversely affect contractors. He asked if secondary hydrants like the one at The Sycamores will continue to function as secondary

hydrants. Mr. Mouritsen stated that the hydrant will be moved as each phase is built out. The City owns the hydrant so when another development comes in with a secondary line available for construction water, it will be installed in the new location. The process has been very successful through Black Desert, The Sycamores, Desert's Edge, and Pioneer Point, which is evidenced by the increased usage from 362,000 in 2023 to 3,871,000 in 2024.

In response to a question raised by Mayor Rosenberg, Mr. Mouritsen stated that there is no verbiage in the Landscape Ordinance regarding construction water, and it does not restrict contractors from using culinary water. That restriction is specified in the Drought Contingency Plan, which is not yet adopted and will only apply during times of drought.

The hydrant water meter rate increase will be brought back before the City Council for a vote at its next meeting.

Mayor Rosenberg departed at 5:54 p.m. Mayor Pro Tempore, Ben Shakespeare presided over the remainder of the meeting.

iv. Golf Cart Ordinance Discussion. Presented by Chief Studley.

Police Chief, Jaron Studley presented the proposed Golf Cart Ordinance and noted that the proposed Ordinance was previously brought before the City Council for discussion, and the following changes were made based upon that discussion.

After discussion at the previous meeting, it was decided that passengers should not be allowed to possess open containers of alcohol. That language was removed, and the relevant section now read:

TRAFFIC REGULATIONS:

A. Golf carts are subject to alcohol, driving under the influence, and open container laws of Utah Code Annotated § 41-6a-526.

The Council also expressed concern about allowing golf carts to act as bicycles. As they are viewed as bicycles in the law but are still required to yield to motor vehicles, that language was not changed.

Chief Studley indicated that the verbiage for proposed restrictions on areas of use was taken from the existing City Ordinance on motorcycles and all-terrain vehicles, and now read:

RESTRICTIONS ON AREAS OF USE:

Golf carts shall not be operated on any public street or highway where the posted speed limit is greater than 25 miles per hour unless expressly authorized by the City through a written agreement. Golf carts may cross a street or highway with a speed limit greater than 25 miles per hour when the operator comes to a complete stop before crossing, proceeds only after yielding the right of way to oncoming traffic, and crosses at a right angle.

Chief Studley asked for the Council's input on whether golf carts should be allowed on Santa Clara Drive and Pioneer Parkway, as their speed limits are greater than 25 miles per hour. Safety and access for golf carts along those roadways were discussed. It was noted that golf carts cannot exceed 25 miles per hour and cannot move with the flow of traffic on those streets, which could be a hazard. Different options were considered, including allowing golf carts on certain areas of roadways or for specific distances so they could, for example, access homes on Santa Clara Drive.

The definition of "golf cart" was discussed, and Chief Studley indicated that the "'Golf cart' does not include" section of the proposed Ordinance was taken directly from the State Code.

Mayor Pro Tempore Shakespeare stated that the draft Code covers everything the Council had discussed regarding allowing golf carts, and the only outstanding issue was the prohibited roads. His opinion was that it would be dangerous to allow golf carts on Santa Clara Drive, but he agreed with Council Member Pond that they could be allowed on Pioneer Drive west of Rachel Drive. Council Member Pond suggested allowing golf carts on roads with a speed limit of 30 miles per hour or less, but it was noted that that would allow them on Santa Clara Drive. Chief Studley stated that Mr. Ence recommended not listing specific roads because doing so would likely require amendments as the City grows. After further discussion about potential safety issues on various roads, it was decided that golf carts should be allowed to travel a distance of up to 500 feet on Santa Clara Drive.

In response to a question from Council Member Waite regarding Violation Item B, Chief Studley clarified that they will not issue a misdemeanor citation to a child for driving a golf cart. It will be issued to the parent who allowed a person under the age of 16 to operate the golf cart. The verbiage was taken from Saint George City's ordinance and is intended to clarify that the citation will be issued to the parent, not the child. At Mr. Ence's suggestion, Item B will be deleted and Item A changed to read, "Persons under the age of 16 will not be cited under this chapter. However, a parent, guardian, or any individual who allows a person under the age of 16 to violate this chapter will be considered in violation."

Chief Studley clarified that a 16-year-old or 17-year-old found in violation would go before the Fifth District Juvenile Court, and an adult would go before Judge Graff. The first offense would be an infraction, and the second offense would be a Class B misdemeanor, but at the officer's discretion, a verbal warning could also be issued. It was clarified that drivers must be over 16 years of age, but they are not required to have a driver's license or insurance to operate a golf cart.

Chief Studley will make the discussed changes and bring the Ordinance back before the City Council at a later date.

3. Staff Reports.

Police Chief, Jaron Studley reported on the following:

- There were six domestic violence incidents the previous week, which is typical for the holidays.

- They were forwarded with a request for a School Resource Officer ("SRO") at Vista Charter School. The contract includes an 80% reimbursement for both the benefits and salary packages. The Ivins City Council was scheduled to vote on the request the next evening.
- He reported on the current number of students at each school in the jurisdiction.

    - Red Mountain Elementary: 445 students
    - Arrowhead Elementary: 519 students
    - Santa Clara Elementary: 459 students
    - Lava Ridge Intermediate School: 694 students (one SRO)
    - Vista Charter School: 1,115 students
    - Snow Canyon Middle School: 796 students (one SRO)
    - Snow Canyon High School: 1,329 students (one SRO)

Public Works Director, Dustin Mouritsen reported on the following:

- The new shop building at the City Yard is nearing completion. After the heating and air conditioning is installed, it should be completed.
- Vineyard Drive Phase 3 has one retaining wall left and then will be completed.
- Curb, gutter, and sidewalks have been installed on Vernon Street. Driveway aprons and asphalt are pending.
- A new pump, five new sticks of shaft, and an oil tube have been installed in Well 7. The motor is being rebuilt. Well 6 will receive the same maintenance in preparation for the next season.
- Bidding for the spring pavement maintenance project is ongoing. Chip seal for Pioneer Parkway will include restriping for deceleration lanes at all intersections with businesses and residential entrances. Bids for that project have come in 30 cents lower per square foot than the last chip seal project.
- The Dixie Metropolitan Planning Organization ("MPO") has jointly awarded Santa Clara and Ivins City $1.7 million (available in 2029) for Hamblin Parkway construction Phase 1, which includes two lanes of asphalt, curb, gutter, and a 10-foot walking path on one side. So far, $4.6 million has been awarded by the Dixie MPO for the Western Corridor and Hamblin Parkway starting in October 2025.
- In response to a concern raised by Council Member Waite, he will speak with the signal technical regarding adjusting the new traffic signal at the intersection of Red Mountain Road and Pioneer Parkway.

Fire Chief, Dan Cazier reported on the following:

- Medic 31 was put back into service the previous Monday. Engine 31 is still in the shop for leaf spring replacement as well as some maintenance issues.
- There have been several station tours by Boy Scout troops and elementary school students.
- The Southern Utah Air Quality Group met on November 13, 2024. Air quality in the area is still very good. Santa Clara and Ivins have approximately one-third of the air pollution of Saint George.

- They administered drug tests to potential coaches for the Ivins City Recreation Department on December 2, 2024.
- Yearly business inspections have begun, and they should be completed by February 2025.
- They performed inspections at the Snow Canyon Assisted Living Center.
- One of the new firefighters was accepted to the paramedic school and will start in January 2025.
- Three of the City's new recruits graduated from fire school the previous week with Firefighter I and Firefighter II certifications and will begin an EMT certification course in February 2025.
- In response to a question from Mayor Pro Tempore Shakespeare, he stated that most businesses do not call to schedule inspections. The Fire Department tries to schedule an appointment over the phone, but if they cannot do so they will visit the business to schedule it in person.

Building Official, Cody Mitchell reported on the following:

- The assisted living facility was originally planned to open on December 13, 2024, but the opening has been delayed due to outstanding issues with the fire and building inspections. They now anticipate opening on January 13, 2025.
- A total of 27 Building Permits have been issued this fiscal year, which is slightly less than projected.
- There were 89 applicants for the Building Department Assistant position. Three candidates were selected for second interviews, and they hoped to award the job the following afternoon.

Planning and Economic Development Director, Jim McNulty reported on the following:

- The General Plan kickoff meeting is scheduled for January 7, 2025. The main focus of the meeting will be to introduce the City Council, Planning Commission, and Heritage Commission to the project. It will be announced on social media. The public will be invited to attend, and there will be a small breakout session at the end for public comments.

4. Adjournment.

The City Council Meeting adjourned at 6:35 p.m.

_____
Chris Shelley
City Recorder

Approved: _____

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SANTA CLARA CITY COUNCIL WORK MEETING
WEDNESDAY, DECEMBER 11, 2024
MINUTES

THE CITY COUNCIL FOR THE CITY OF SANTA CLARA, WASHINGTON COUNTY, UTAH, met for a Work Meeting on Wednesday, December 11, 2024, at 5:00 p.m. in the Downstairs Executive Board Room located at 2603 Santa Clara Drive, Santa Clara, Utah. The meeting was broadcast on the City website at https://santaclarautah.gov.

Mayor:	Rick Rosenberg
Council Members:	Janene Burton Christa Hinton Dave Pond Jarett Waite
City Manager:	Brock Jacobsen
City Recorder:	Chris Shelley
Others Present:	Jim McNulty, Planning and Economic Development Manager Dustin Mouritsen, Public Works Director Gary Hall, Power Superintendent Ryan VonCannon, Parks and Trails Director Cody Mitchell, Building Official Jaron Studley, Fire Chief Lance Haynie, Government Affairs Director
Excused:	Ben Shakespeare

1. Call to Order.

Mayor Rick Rosenberg called the meeting to order at 5:00 p.m. and welcomed those present.

2. Opening Ceremony.

A. Pledge of Allegiance: Dave Pond

B. Opening Comments: Mayor Rosenberg

3. General Citizen Public Comment.

There were no public comments.

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4. Conflicts and Disclosures.

Mayor Rosenberg disclosed that the firm he is employed by bid on the project in Item C1.

5. Working Agenda.

A. Public Hearings. (None)

B. Consent Agenda.

i. Approval of Claims and Minutes:

- **November 20, 2024, City Council Work Meeting.**
- **November 20, 2024, City Council Regular Meeting.**
- **Claims through December 11, 2024.**

ii. Calendar of Events:

- **December 18, 2024, City Council Work Meeting.**
- **December 25, 2024, City Council Regular Meeting (Canceled).**
- **December 25, 2024 Christmas Day (Offices Closed)**
- **December 26, 2024 (Offices Closed)**

Council Member Pond moved to APPROVE the Consent Agenda, as presented. Council Member Waite seconded the motion. Vote on motion: Council Member Waite-Yes, Council Member Pond-Yes, Council Member Hinton-Yes, Council Member Burton-Yes. The motion passed unanimously.

C. General Business.

i. Discussion and Action to Consider Approval for the Design of the Tuacahn Wash Culvert Upsize Project. Presented by Dustin Mouritsen, Public Works Director.

Public Works Director, Dustin Mouritsen presented the Staff Report and reported that the existing Tuacahn Wash culverts under Pioneer Parkway are undersized. They need to be lengthened and upsized with four 10-by-8-foot culvert boxes. Three bids were received for the project. Although the standard protocol is to award the project to the lowest bidder, Mr. Mouritsen recommended awarding the project to the highest bidder, Bowen Collins. The firm is very thorough, and he was impressed with their work on the Chapel Street Bridge project. This will be a complex, detailed project, and the design must be thorough. Once it is designed, Staff will secure funding. It is included in the Capital Improvement Plan and will be a $2.8 to $3 million project. Design costs will be reimbursed by the Flood Control Authority.

Council Member Hinton stated that she appreciated Mr. Mouritsen's recommendation, and it was helpful to know his reasoning.

In response to a question from Council Member Burton, Mr. Mouritsen stated that the project completion date will not be known until funding is secured. The design is the first step in the process. In response to a question from City Manager, Brock Jacobsen, Mr. Mouritsen stated that the design will be due by June 30, 2025, and permitting will take approximately 90 days.

Mayor Rosenberg reported that their intention is to have a "shovel ready" project so if federal funding becomes available, it will already be designed and permitted. They believe the City will be in a stronger position to obtain funding if the design is completed and permits are in place.

Council Member Hinton moved to AWARD the Design of the Tuacahn Wash Culvert Upsize Project to Bowen Collins at a total cost of $130,532. Council Member Waite seconded the motion. Vote on motion: Council Member Waite-Yes, Council Member Pond-Yes, Council Member Hinton-Yes, Council Member Burton-Yes. The motion passed unanimously.

ii. Discussion and Action to Consider Approval of the 2025 Notice of Public Meetings. Presented by Chris Shelley, City Recorder.

City Recorder, Chris Shelley presented the Notice of Public Meetings for 2025 and noted that Heritage Commission meetings will be moved from the second to third Thursday.

Mayor Rosenberg asked for the Council Members' opinions on holding Work Meetings on the same day as Regular Meetings. The Work Meetings would be held at 4:00 p.m., and Regular Meetings would begin at 6:00 p.m. Mr. Jacobson indicated that the Work Meeting would need to end at 5:30 p.m., and Staff would need to consider the associated time constraints when preparing the agendas. Mayor Rosenberg noted that public hearings would not begin until 6:00 p.m., which may allow more residents to attend. The Council Members discussed their experience with having the meetings on the same day and their opinions on the change. There will be a potential for very long meetings, but there will only be two meetings per month. Council Member Hinton will inform the Interfaith Council of the change.

Council Member Burton moved to APPROVE the 2025 Notice of Public Meetings, as amended to move Work Meetings to 4:00 p.m. on the second and fourth Wednesday of each month, with Regular Meetings beginning at 6:00 p.m. on the same day. Council Member Pond seconded the motion. Vote on motion: Council Member Waite-Yes, Council Member Pond-Yes, Council Member Hinton-Yes, Council Member Burton-Yes. The motion passed unanimously.

6. Reports.

A. Mayor/Council Reports.

Council Member Burton reported on the following:

- She attended the Fox Nation Patriot Awards in New York, where President Trump received the Patriot of the Year Award. Police Officer Jonathan Diller, who was killed in the line of duty, received the Back the Blue Award. General Dick Cody received the Weather

Ultimate Patriot Award. The Service for Veterans Award was awarded to Paws of War, which raises service animals for veterans with PTSD. The recipient of the Young Patriot Award, Cameron Blasek, was almost expelled for having a flag on his truck. Clarence McCallister received the Award for Bravery for saving a pastor and his congregation from a gunman. Another award went to fraternity brothers who protected the American flag at their university during a protest.

Council Member Hinton reported on the following:

- She thanked everyone who was involved with the Christmas Party. It was a great success. Santa Claus night also went very well.
- She attended meetings with the Utah League of Cities and Towns. Upcoming housing legislation was discussed at the board meeting. Draper Mayor, Troy Walker mentioned that some cities are not doing their part, and those bad actors could be the reason legislation is passed that affects everyone. She believes that is important to keep in mind as they consider Land Use requests.
- Representative Bolinder will be drafting legislation to make changes to the Transient Room Tax, and it could be available for review before Christmas.
- The Martha Hughes Cannon statue was being installed in Washington, D.C. that day, and all female elected officials in Utah were invited to attend the unveiling.

Council Member Pond reported on the following:

- He attended a meeting between Santa Clara, Saint George, and Ivins City regarding The Shack. Santa Clara's nine-year average is 7.48 and last year was 8.08, so City resident usage is increasing. They discussed bonding to increase the space and add additional outdoor amenities. The Washington County School District are heavy users of The Shack, and Saint George indicated that they have had preliminary discussions about the School District either covering some costs or being billed for their usage. One concern was that the high schools are heavily utilized for events like Junior Jazz, and that usage likely far exceeds usage for The Shack.
- Saint George City employees receive a pass as part of their benefits package. Sharon Gillespie from Ivins City asked about the possibility of including that benefit for Santa Clara and Ivins City employees as well, and she has requested the total number of current Santa Clara employees.
- The Solid Waste Board met the previous Monday. They have asked each City to identify any heavily used roadways with debris and garbage that needs to be removed. They have allocated funds and are working with the Corrections Department to secure volunteers to perform the cleanup. Mayor Rosenberg noted that Santa Clara does not have many issues. Mr. Mouritsen indicated that Pioneer Parkway, as well as Santa Clara Drive outside of the downtown area, are cleaned four times per year.

Council Member Waite reported on the following:

- The first Cemetery Committee meeting took place earlier that day. A suggestion was made to create a pamphlet with information on ways to clean their headstones or companies they

can call to clean them. Everyone left with an assignment, and he is to try cleaning a headstone with muriatic acid. He suggested subsidizing the cleaning costs, but the other Committee members did not believe the City should be involved. A primary concern is the Pioneer section of the cemetery, and it was suggested that they could hire a firm to do ground-penetrating radar and create a GIS map of that section. They also tasked CHARLIE with writing down what he does every week. They will meet again in January.

- Samichlaus Abend and the city party were really fun, and everyone did a great job.
- He plans to highlight the General Plan update in the next newsletter message. In response to his question, Planning and Economic Development Manager, Jim McNulty clarified that the first kickoff meeting would be internal, but they could have a separate public meeting at a later time. The consultant requested that the City Council, Planning Commission, Heritage Commission, and City Staff attend the first kickoff meeting.

City Manager, Brock Jacobsen reported on the following:

- He reported that Local Officials Day will be held on January 22, 2025. He and Government Affairs Director, Lance Haynie, will be on a panel at the event. After discussion, it was decided that the January 22, 2025, City Council Meeting would be moved to January 29, 2025, so Council Members Hinton, Burton, and Waite can attend.
- The Economic Summitt will be held on January 9, 2025. Mayor Rosenberg and Council Member Burton will attend.

Mayor Rosenberg reported on the following:

- The Christmas party was a great success, and he appreciates all the hard work that went into it.
- The Flood Control Technical Committee met earlier that day.
- The State of the City is scheduled for January 30, 2025, at noon in the banquet room.

Parks Director, Ryan VonCannon reported on the following:

- Wreaths Across America will be held on Saturday, December 14, 2024, at 10:00 a.m. at the cemetery.

Power Director, Gary Hall reported on the following:

- The City saved a total of $282,000 by running the generators instead of purchasing energy on the open market.

7. Executive Session.

There was no Executive Session.

DRAFT

8. Adjournment.

Council Member Hinton moved to ADJOURN. Council Member Pond seconded the motion. The motion passed with the unanimous consent of the Council.

The City Council Meeting adjourned at 5:39 p.m.

_____
Chris Shelley
City Recorder

Approved: _____

DRAFT

City of Santa Clara
Check Register
All Bank Accounts - 12/18/2024 to 12/18/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
BURROW, CHRIS	71694	12-01-24 - INTER	12/01/2024	12/18/2024	79.62	INTERPRETER SVCS12-01-2024	104120-330 - LEGAL SERVICES	
					$79.62			
BUSINESS SOLUTIONS GROUP LL	71695	16794	11/25/2024	12/18/2024	233.75	LATE NOTICE POSTCARDS	104130-240 - OFFICE SUPPLIES	
					$233.75			
CATE RENTAL & SALES LLC	71696	Z40754	11/19/2024	12/18/2024	2,837.16	GUTTER BROOM - POLY TUBE - NOZZLE TYRE	545410-253 - VEH/EQUIP REPAIR	
					$2,837.16			
CHILD SUPPORT SERVICES	71697	12-13-24 873789	12/13/2024	12/18/2024	206.77	12-17-24 PAYROLL #C000873789	102595-000 - GARNISHMENTS PAYA	
					$206.77			
ENTRADA, SECOND NATURE	71698	Refund: 12723	12/09/2024	12/18/2024	195.51	Refund: 12723 - ENTRADA, SECOND NATURE	531311-000 - ACCOUNTS RECEIVABL	
ENTRADA, SECOND NATURE	71699	Refund: 12824	12/09/2024	12/18/2024	226.86	Refund: 12824 - ENTRADA, SECOND NATURE	531311-000 - ACCOUNTS RECEIVABL	
ENTRADA, SECOND NATURE	71700	Refund: 13035	12/09/2024	12/18/2024	208.62	Refund: 13035 - ENTRADA, SECOND NATURE	531311-000 - ACCOUNTS RECEIVABL	
					$630.99			
FELLER ENTERPRISES	71701	PROJECT #4 PY	12/10/2024	12/18/2024	51,500.39	PROJECT 4 NEW SHOP @ YARD	535310-975 - ELECTRIC IMPACT FEE	
FELLER ENTERPRISES	71701	PROJECT #4 PY	12/10/2024	12/18/2024	51,500.40	PROJECT 4 NEW SHOP @ YARD	484100-730 - IMPROV OTHER THAN	
					$103,000.79			
					$103,000.79			
GARCIA, ISAAC EMILIO	71702	#245201116	12/16/2024	12/18/2024	124.19	BAIL / BOND REFUND	102560-000 - BAIL & RESTITUTION	
					$124.19			
GET TRAINED UTAH	71703	571	12/03/2024	12/18/2024	165.00	BLS, ACLS & PALS COURSE	104230-360 - TRAINING	
					$165.00			
GUERRRO TORRES, JOANNA	71704	REFUND CHECK	12/17/2024	12/18/2024	1,390.00	REFUND/REPLACEMENT CHECK FOR #71198	103511-000 - FINES AND PENALTIES	
					$1,390.00			
IVINS CITY	71705	CASE #23520181	12/16/2024	12/18/2024	285.00	RESTITUTION CHECK #4 MARCO ANTONIO ALE	102560-000 - BAIL & RESTITUTION	
					$285.00			
LINS SUPERMARKETS INC	71706	02-432387	11/21/2024	12/18/2024	36.46	MONTHLY BIRTHDAY CAKE	104130-999 - CONTINGENCY	
					$36.46			
MEDPRO DISPOSAL	71707	1408779	11/01/2024	12/18/2024	264.00	MEDICAL WASTE REMOVAL	104230-370 - PROFESSIONAL SERVI	
					$264.00			
MEGAPRO	71708	84063	09/23/2024	12/18/2024	5,524.24	SWISS DAYS 5K LONG SLEEVE	104610-201 - 5K RUN/WALK	
					$5,524.24			
PHILLIPS PLUMBING	71709	10994	12/03/2024	12/18/2024	637.21	RACHEL DRIVE - PARK RESTROOM	104510-260 - BUILDING MAINTENAN	
					$637.21			
WASH. COUNTY WATER CONSER	71710	53-SEPT 2024 R	11/18/2024	12/18/2024	-11,735.10	REFUND FOR OVERPAYMENT IN SEPTEMBER 2	513714-000 - REGIONAL WATER SUR	
WASH. COUNTY WATER CONSER	71710	53816	09/01/2024	12/18/2024	4,515.57	REGIONAL BOND PAYMENT	515110-810 - PRINCIPAL ON BONDS	
WASH. COUNTY WATER CONSER	71710	53919	11/18/2024	12/18/2024	6,293.70	EXCESS CONSERVATION SURCHARGE	513714-000 - REGIONAL WATER SUR	
WASH. COUNTY WATER CONSER	71710	53928	12/01/2024	12/18/2024	4,505.28	REG. PIPELINE BOND PAYMENT	515110-822 - DEBT PAYMENT TO WA	
WASH. COUNTY WATER CONSER	71710	53946	11/30/2024	12/18/2024	6,226.35	WATER DEVELOPMENT SURCHARGE	513714-000 - REGIONAL WATER SUR	
					$9,805.80			
					$9,805.80			

City of Santa Clara
Check Register
All Bank Accounts - 12/18/2024 to 12/18/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
WASHINGTON COUNTY SOLID WA	71711	173994	11/30/2024	12/18/2024	14,152.00	3076 UNITS GARBAGE @ 13.15	103445-000 - RECYCLING CHARGE	
WASHINGTON COUNTY SOLID WA	71711	173994	11/30/2024	12/18/2024	40,449.40	3076 UNITS GARBAGE @ 13.15	104430-311 - SOLID WASTE DISPOS	
					$54,601.40			
					$54,601.40			
WESTERN UNITED ELECTRIC SU	71712	6129403	11/20/2024	12/18/2024	1,590.94	750 T BODIES FOR SOUTH VILLAGE @ BLACK D	535310-254 - NEW SUBDIVISION EXP	
WESTERN UNITED ELECTRIC SU	71712	6129404	11/20/2024	12/18/2024	2,741.65	600 AMP CONNECTORS FOR SOUTH VILLAGE	535310-254 - NEW SUBDIVISION EXP	
WESTERN UNITED ELECTRIC SU	71712	6129850	11/25/2024	12/18/2024	50.26	WEDGE TAP BOOSTER SHELLS	535310-466 - POWER LINES/POLES/	
WESTERN UNITED ELECTRIC SU	71712	6129851	11/25/2024	12/18/2024	251.79	CURVED WASHERS	535310-466 - POWER LINES/POLES/	
					$4,634.64			
					$4,634.64			
WREN, MATTHEW	71713	Refund: 2001113	12/09/2024	12/18/2024	230.51	Refund: 2001113 - WREN, MATTHEW	531311-000 - ACCOUNTS RECEIVABL	
					$230.51			
					$184,687.53			

City of Santa Clara
Check Register
All Bank Accounts - 12/19/2024 to 12/19/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
JOHNSON APPRAISAL, INC.	71714	20240055	12/03/2024	12/19/2024	4,500.00	JENKINS OIL COMPANY	104130-370 - PROFESSIONAL SERVI	
					$4,500.00			
UTAH RETIREMENT SYSTEMS	71715	BATCH #1460779	12/18/2024	12/19/2024	14.40	EMPLOYEE DEDUCTION	104130-132 - RETIREMENT	
UTAH RETIREMENT SYSTEMS	71715	L HAYNIE 12-12-	12/12/2024	12/19/2024	332.74	FUND TRANSFER FOR LANCE HAYNIE12-1-22 T	104130-132 - RETIREMENT	
UTAH RETIREMENT SYSTEMS	71715	L HAYNIE 12-12-	12/12/2024	12/19/2024	499.11	FUND TRANSFER FOR LANCE HAYNIE12-1-22 T	515110-132 - RETIREMENT	
UTAH RETIREMENT SYSTEMS	71715	L HAYNIE 12-12-	12/12/2024	12/19/2024	499.11	FUND TRANSFER FOR LANCE HAYNIE12-1-22 T	535310-132 - RETIREMENT	
UTAH RETIREMENT SYSTEMS	71715	L HAYNIE 12-12-	12/12/2024	12/19/2024	1,996.45	FUND TRANSFER FOR LANCE HAYNIE12-1-22 T	104115-132 - RETIREMENT	
					$3,341.81			
					$3,341.81			
XEROX FINANCIAL SERVICES	ACH121924	6530397	12/19/2024	12/19/2024	192.02	#020-126710-003 PW/POWER/PARKS	535310-825 - LEASE PAYMENTS	
					$192.02			
					$8,033.83			

City of Santa Clara
Check Register
All Bank Accounts - 12/31/2024 to 12/31/2024

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
BUSINESS SOLUTIONS GROUP LL	71716	16819	12/30/2024	12/31/2024	4,039.50	ENVELOPES FOR CITY OFFICE	104130-240 - OFFICE SUPPLIES	
					$4,039.50			
CHILD SUPPORT SERVICES	71717	12-27-24 873789	12/27/2024	12/31/2024	206.77	12-27-24 PAYROLL #C000873789	102595-000 - GARNISHMENTS PAYA	
					$206.77			
CHRISTENSEN HOMES LLC	71718	WARRANTY BO	12/19/2024	12/31/2024	4,382.20	WARRANTY BOND RELEASE	102585-000 - SUBDIVISION SECURIT	
					$4,382.20			
CITY OF ST GEORGE - S	71719	DEC 2024 - SEW	12/30/2024	12/31/2024	43,907.45	3103 SEWER CONNECTIONS @14.15	525210-945 - SEWER TREATMENT -	
					$43,907.45			
EAGLE ENGRAVING INC	71720	2024-9643	12/18/2024	12/31/2024	182.63	SHIELD SHAPED PLAQUES	104230-240 - OFFICE SUPPLIES	
					$182.63			
FREEDOM MAILING SERVICES, IN	71721	49314	12/30/2024	12/31/2024	2,120.45	BILL PROCESSING	104130-370 - PROFESSIONAL SERVI	
					$2,120.45			
GCS BILLINGS	71722	3928	11/30/2024	12/31/2024	2,690.33	NOVEMBER 2024 BILLING SVCS	104230-370 - PROFESSIONAL SERVI	
					$2,690.33			
MOUNT OLYMPUS WATERS (1385	71723	10221385 112724	11/27/2024	12/31/2024	51.37	COOLER RENT & 5 GAL WATERS	104230-260 - BUILDING MAINTENAN	
MOUNT OLYMPUS WATERS (1385	71723	10221385 112724	11/27/2024	12/31/2024	80.60	COOLER RENT & 5 GAL WATERS	104410-260 - BUILDING MAINTENAN	
MOUNT OLYMPUS WATERS (1385	71723	10221385 112724	11/27/2024	12/31/2024	99.08	COOLER RENT & 5 GAL WATERS	104130-260 - BUILDING MAINTENAN	
MOUNT OLYMPUS WATERS (1385	71723	10221385 112724	11/27/2024	12/31/2024	123.56	COOLER RENT & 5 GAL WATERS	104510-260 - BUILDING MAINTENAN	
MOUNT OLYMPUS WATERS (1385	71723	10221385 112724	11/27/2024	12/31/2024	129.87	COOLER RENT & 5 GAL WATERS	104240-260 - BUILDING MAINTENAN	
MOUNT OLYMPUS WATERS (1385	71723	10221385 122724	12/27/2024	12/31/2024	6.41	COOLER RENT & 5 GAL WATERS	104230-260 - BUILDING MAINTENAN	
MOUNT OLYMPUS WATERS (1385	71723	10221385 122724	12/27/2024	12/31/2024	53.46	COOLER RENT & 5 GAL WATERS	104130-260 - BUILDING MAINTENAN	
MOUNT OLYMPUS WATERS (1385	71723	10221385 122724	12/27/2024	12/31/2024	60.46	COOLER RENT & 5 GAL WATERS	104410-260 - BUILDING MAINTENAN	
MOUNT OLYMPUS WATERS (1385	71723	10221385 122724	12/27/2024	12/31/2024	97.24	COOLER RENT & 5 GAL WATERS	104240-260 - BUILDING MAINTENAN	
MOUNT OLYMPUS WATERS (1385	71723	10221385 122724	12/27/2024	12/31/2024	116.91	COOLER RENT & 5 GAL WATERS	104510-260 - BUILDING MAINTENAN	
					$818.96			
					$818.96			
OPTICARE OF UTAH	71724	000196934	12/30/2024	12/31/2024	411.80	VISION INSURANCE	102254-000 - OPTICARE VISION PAY	
					$411.80			
ROBINSON, HEATH & NICOLE	71725	Refund: 996804	12/19/2024	12/31/2024	62.61	Refund: 996804 - ROBINSON, HEATH & NICOLE	531311-000 - ACCOUNTS RECEIVABL	
					$62.61			
STRIVE WORKPLACE SOLUTIONS	71726	IN-10934	12/13/2024	12/31/2024	24.99	DEPOSIT STAMP	104130-240 - OFFICE SUPPLIES	
					$24.99			
SUNRISE ENGINEERING, INC.	71727	148675	12/11/2024	12/31/2024	180.00	MISC ENGINEERING ON-CALL SVCS	104510-320 - ENGINEERING SERVIC	
SUNRISE ENGINEERING, INC.	71727	148675	12/11/2024	12/31/2024	6,784.00	MISC ENGINEERING ON-CALL SVCS	525210-320 - ENGINEERING SERVIC	
SUNRISE ENGINEERING, INC.	71727	148676	12/04/2024	12/31/2024	925.00	MISC ENGINEERING - TYLER MILLER, SC LDS M	104652-320 - ENGINEERING	
					$7,889.00			
					$7,889.00			
					$66,736.69			

Mayor
Rick Rosenberg

City Manager
Brock Jacobsen

CITY OF
SANTA CLARA
FOUNDED 1854

City Council
Jarett Waite
Ben Shakespeare
Christa Hinton
David Pond
Janene Burton

CITY COUNCIL

Meeting Date: 08/Jan/25 **Agenda Item:** 1

Applicant: James Petersen **Requested by:** Jim McNulty

Subject: Application for a On Premise Alcoholic Beverage License (Class F)

Description:

The applicant, James Petersen, has applied for a On Premise Alcoholic Beverage License (Class F) for the Snow Canyon Retirement Community. The applicant's representative, Erin Stone, Esq. has submitted a complete application (attached) with all required information for City Council review and consideration.

Recommendation:
Approval **Cost:** N/A

Attachments: N/A

Legal Approval: Yes

Finance Approval: N/A

Budget Approval: N/A

2603 Santa Clara Drive, Santa Clara,
Utah 84765 Phone (435) 673-6712 Fax
(435) 628-7338

CITY OF
SANTA CLARA
FOUNDED 1854

2603 Santa Clara Drive, Santa Clara, Utah 84765
Phone: (435) 673-6712 or email www.santaclarautah.gov

APPLICATION FOR ON PREMISE ALCOHOLIC BEVERAGE LICENSE

Date: 12/12/2024

Business Name: Snow Canyon Retirement Community Business Phone: 385-786-8527

Business Address (location of licensed premise): 2778 W Lava Hills Road, Santa Clara, UT 84765
Street City State Zip

Applicant Name: James Petersen Applicant Phone: 801-809-9663

Applicant Date of Birth: 07/02/1976 Age of Applicant: 48 SSN: 646-42-0931

Applicant Phone: 801-809-9663 Business Phone: 385-786-8527 Email: Jim@goldstream.us

Applicant Address: 6609 Old Mill Cir., Cottonwood Heights, UT 84121
Street City State Zip

Provide a brief description of intended use: Retirement Community with Full-Service Restaurant Services

Pursuant to the provision of Utah Code 32B-9 for the sale of **(Check all that apply):**
Beer X Heavy Beer X Wine X Flavored Malt Beverages X Liquor X

REQUIREMENTS:

___$50 Non-Refundable Application Fee.

___$50 On Premise License Fee.

_X_ Copy of Applicant's Current City Business License. Submitted 12/10/2024 - pending approval

_X_ Copy of Applicant Driver's License, valid passport issued by the United States, or valid identification issued by a branch of the United States Military.

_X_ Applicant must be over 21 years of age.

_X_ List any convictions for crimes which could disqualify applicant. - NONE

_X_ Submit an exact duplicate of menu utilized.

_X_ Submit a Floor Plan showing all seating and the arrangements.

_X_ Character references from three (3) individuals who personally know the applicant (or if business entity, the agent for applicant), and whom the City may contact for an opinion on the moral character of the applicant and applicant's fitness to obtain a permit; and if the applicant has previously held a license in the state of Utah, the references shall have personal knowledge of the applicant's conduct in relation to said prior licensing or permitting.

__X__ Distance measured in feet from door or your location to each of the following community locations:

- Church
- School
- Library
- Park

__X__ Map showing distance from your establishment to each of the following locations:

- Closest Church
- Closest School
- Closest Library
- Closest Park

__X__ Signed consent stating that permitee will permit any authorized representative of the City or any law enforcement officer the unrestricted right to enter the licensed premises.

__X__ Proof of Fictitious Name Registration (DBA) and copy of Articles of Corporation, limited liability, Foreign Corporation, Partnership, or General Partnership filed with the State of Utah Division or Corporations and Commercial Code. File the Fictitious Name at https://corporations.utah.gov/ (801) 530-4849

__X__ Sales Tax Number (If Applicable) contact the State Tax Commission at (435) 251–9520, located at 100 South 5300 West, Hurricane, Utah 84770.

__X__ Submit a complete copy of the State DABS application with all attachments required by the State, which includes but not limited to, as the Code may be amended from time to time. - Draft submitted - completed cannot be filed until Local Consent is signed.

I certify under penalty of law that I have reviewed Chapter 5.08, Alcoholic Beverages, of city code and will comply with all requirements and possess all qualifications for issuance of a On Premise Alcoholic Beverage License and that all information contained in the application is true.

SEE ATTACHED SIGNATURE PAGE

_____
Signature of Applicant

Sworn before me this ____ day of _____

_____ _____
Notary Public Residing at:

_____
My Commission Expires

Approval by City Council (local consent): _____

If the applicant is a partnership, corporation, limited liability company, or other entity, the names and addresses of all partners, officers, directors, members, joint ventures, trustees, and shareholders must be stated and subscribed and sworn to as set out above by all partners or members. Applications by a corporation must be subscribed and sworn to as set out above by the president and secretary or trustees.

I certify under penalty of law that I have reviewed Chapter 5.08, Alcoholic Beverages, of city code and will comply with all requirements and possess all qualifications for issuance of a On Premise Alcoholic Beverage License and that all information contained in the application is true.

If the applicant is a partnership, corporation, limited liability company, or other entity, the names and addresses of all partners, officers, directors, members, joint ventures, trustees, and shareholders must be stated and subscribed and sworn to as set out above by all partners or members. Applications by a corporation must be subscribed and sworn to as set out above by the president and secretary or trustees.

I certify under penalty of law that I have reviewed Chapter 5.08, Alcoholic Beverages, of city code and will comply with all requirements and possess all qualifications for issuance of a On Premise Alcoholic Beverage License and that all information contained in the application is true.

Signature of Partner, Member or Corporation President:

Applicant: Snow Canyon Retirement Community LLC

Managing-Member: Gold Stream Retirement Communities LLC

Managed by: North American Management LLC

Co-Managed by: James Petersen, John Robertson, and Glen Yates (signatures below)

Signature
Name: James Petersen
Title: Co-Manager of North American Management LLC

STATE OF UTAH)
:ss
COUNTY OF Salt Lake)

On this 12 day of December, 2024, personally appeared before me, James Petersen, whose identity is proven by satisfactory evidence and who affirmed that he/she is the Co-Manager of North American Management LLC the Manger of Gold Stream Retirement Communities LLC the Managing-Member of Snow Canyon Retirement Community LLC and being duly sworn did acknowledge and execute this instrument.

SEAL:

TEAL LAROQUE
NOTARY PUBLIC · STATE OF UTAH
COMMISSION# 717502
COMM. EXP. 03-31-2025

Notary Public

Signature
Name: John Robertson
Title: Co-Manager of North American Management LLC

STATE OF UTAH)
:ss
COUNTY OF Salt lake)

On this 12 day of December, 2024, personally appeared before me, John Robertson, whose identity is proven by satisfactory evidence and who affirmed that he/she is the Co-Manager of North American Management LLC the Manger of Gold Stream Retirement Communities LLC the Managing-Member of Snow Canyon Retirement Community LLC and being duly sworn did acknowledge and execute this instrument.

SEAL:



Notary Public

Glen Yates

Signature
Name: Glen Yates
Title: Co-Manager of North American Management LLC

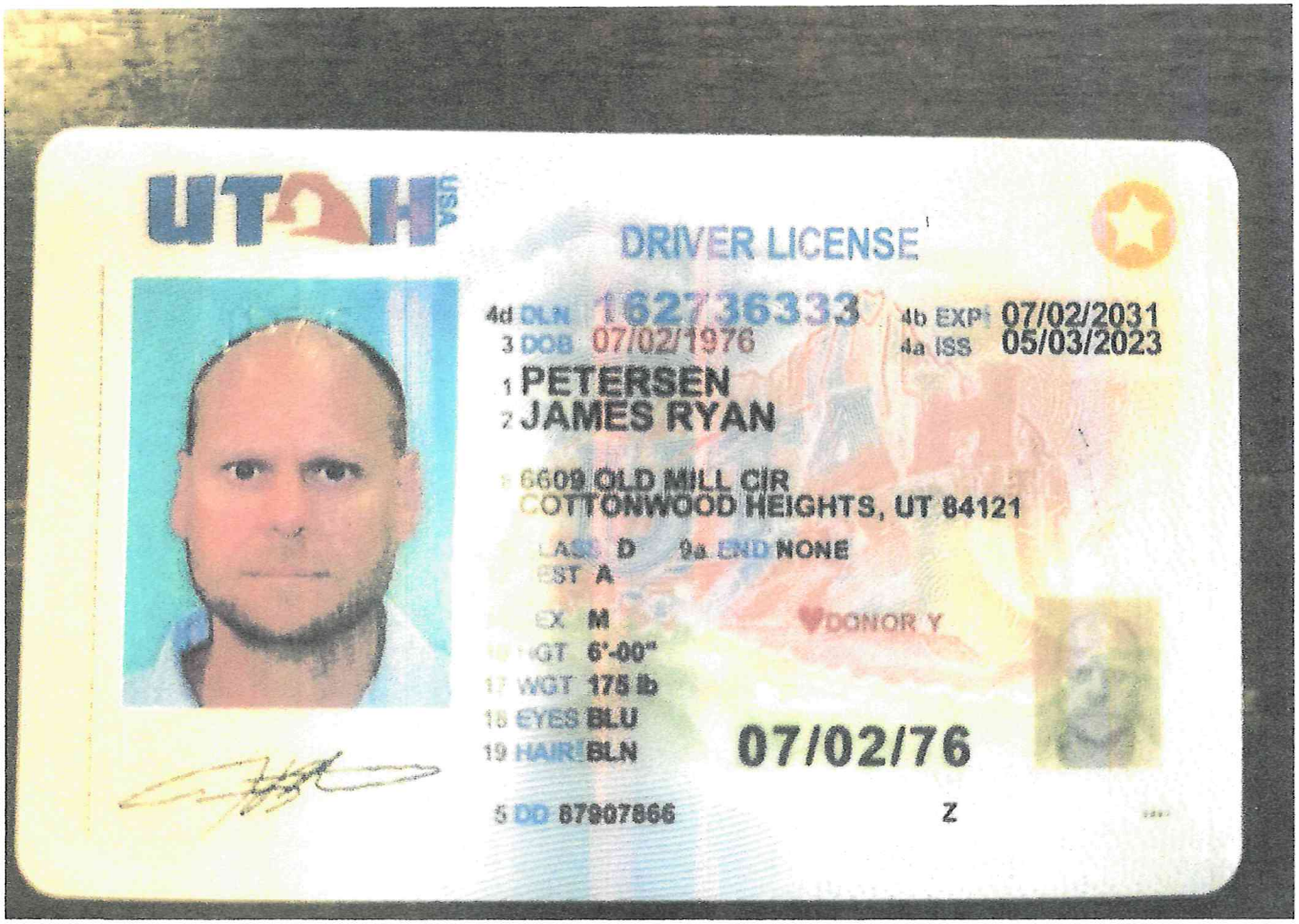
STATE OF UTAH)
:ss
COUNTY OF Salt Lake)

On this 16th day of December 2024, personally appeared before me, Glen Yates, whose identity is proven by satisfactory evidence and who affirmed that he/she is the Co-Manager of North American Management LLC the Manger of Gold Stream Retirement Communities LLC the Managing-Member of Snow Canyon Retirement Community LLC and being duly sworn did acknowledge and execute this instrument.

SEAL:



Notary Public


UTAH USA
DRIVER LICENSE
4d DLN 162736333
4b EXP 07/02/2031
3 DOB 07/02/1976
4a ISS 05/03/2023
1 PETERSEN
2 JAMES RYAN
6609 OLD MILL CIR
COTTONWOOD HEIGHTS, UT 84121
CLASS D
9a END NONE
RST A
EX M
DONOR Y
HGT 6'-00"
WGT 175 lb
EYES BLU
HAIR BLN
07/02/76
5 DD 87907866
Z

Carmines
Snow Canyon

FINE DINING + COCKTAIL LOUNGE

STARTERS & SALADS

CHEESE PLATE 11
Assorted Artisan Cheeses, Fig Jam, fresh Breads

BRUSCHETTA 9
Heirloom Tomatoes, Fresh BAsil, Grilled Country Bread, Olive Oil, Aged Balsamic

PROSCIUTTO 10
Balsamic Poached Pear, Walnut, Arugula, and Chèvre

HONEY LAVENDER CURED DUCK 13
Overnight Cured Duck, Hints of Lavender, Local Honey, Seared Duck

CURRIED CALAMARI 12
Yellow Curry, Grilled Onions, Charred Vegetables

TRADITIONAL CAESAR SALAD 8
Tableside Crisp Romaine, Croutons, Creamy Caesar Dressing, Parmesan

PASTA & NOODLES

HOUSE MADE MUSHROOM RAVIOLI VG 22
Roasted Butternut Squash

SHRIMP & NOODLES 26
Shiitake Mushrooms, Udon Noodles, Garlic Sauce, Seared Shrimp, Micro Basil

LOBSTER & ORZO 29
Maine Lobster Tail, Lemon Chive Butter Sauce, Orzo with Capers & Chives

ENTREES

BEEF TENDERLOIN 32
Creamy Polenta, Seared 6oz Beef Tenderloin, Black Peppercorn Sauce, Watercress

CHICKEN PARMESAN 24
Parmesan Crusted Chicken Breast, San Marzano Tomato Sauce, Linguini, Caprese Salad

CIOPPINO 28
Mussels, Clams, Shrimp, Cod, San Marzano tomatoes, Fresh Herbs, Garlic Parmesan Crostini

CHARRED STEAK & VEGETABLES 28
Peppered Flank Steak, Charred Greens, Sweet Potato Puree, Charred Vegetables, Glace de Viande

WHITE

Colterenzio Pinot Grigio 8
Italy 2008

Mudhouse Sauvignon Blanc 8.5
New Zealand 2010

Graham Beck Chenin Blanc 7.5
South Africa 2009

Charles & Charles Syrah Rose 6
Columbia Valley 2010

Novelty Hill Viognier 9.5
Columbia Valley 2009

RED

Gouguenheim “Valle Escondido” malbec 6
Argentina 2009

Belle Glos Meiomi Pinot Noir 8.5
California 2009

Gerard Bertrand Pic Saint Loup 8
France 2005

Tangley Oaks Merlot 9.5
Napa 2008

LIQUORS

Grey Goose Vodka 7

Beefeater Gin 6

Hendricks Gin 6

Buchanans Deluxe 12yr Scotch 7

Jack Daniel's Whiskey 6

Maker's Mark Bourbon 7

1792 Full Proof Bourbon 7

Knob Creek Bourbon 5

Bacardi Rum 5

Captain Morgan Spiced Rum 6

Consumer Advisory: Consumption of undercooked meat, poultry, eggs, or seafood may increase the risk of food-borne illnesses. Alert your server if you have special dietary requirements.

CANYON CREST CAFE

LUNCH & DINNER CAFE HOURS

Monday - Saturday 11:30am - 2:00pm
4:30pm to 8:00pm

SOUPS & SALADS

Creamy Tomato - Roasted Red Pepper Soup 4
great paired with our signature grilled cheese

House Special Salad VG 5
crisp lettuce, mandarin oranges, red cabbage, peas, cucumbers, olives, shredded carrots - choice of dressing

Cobb Salad GF 6
grilled chicken, avocado, tomatoes, hard boiled egg, green onions, bacon, bleu cheese - choice of dressing

Spinach Salad 5
baby spinach tossed with bacon, red onion, walnuts - balsamic vinaigrette

Antipasto Salad GF 6
mixed greens, olives, feta, artichokes, roasted peppers, cherry tomatoes, pepperoncini - balsamic vinaigrette

Grilled Chicken Caesar 7
crisp romaine, parmesan reggiano, creamy caesar dressing, grilled chicken, croutons

SANDWICHES & WRAP

Aged Cheddar Grilled Cheese VG 8
texas toast, aged cheddar cheeses, lots of butter

Garden Burger VG 9
bean 7 grain based vegetable patty, lettuce, tomato, chipotle mayo, whole grain bun

Hummus & Grilled Vegetable Wrap VG 8
house made hummus, balsamic marinated squash, tomatoes, spring mix, roasted red peppers

Salmon Burger 9
salmon, peppers, cilantro, green onions, garlic, ginger, hoisin glaze, pickled cucumbers, shaved carrots, shredded carrots

Portobello Sloppy Joe VG 7
diced portobello mushrooms, tomato sauce, pickled red cabbage, whole grain bun

All Sandwiches Come with Choice of House Salad, Fresh Fruit, French Fries

ENTREES

Sweet Chili Salmon GF 18
pan seared salmon with sweet thai chili sauce

Beef Medallions 20
3 medallions cooked to your preference with mushroom demi

Pesto Crusted Turkey Cutlet 16
pan fried turkey cutlet, pesto, panko bread crumbs, tomato red pepper sauce

House Ground Beef Burger 12
brisket, short rib, chuck ground beef patty, aged cheddar, lettuce, tomato, fresh baked bun

Sauteed Garlic Shrimp GF 19
butter, white wine, garlic, lemon

Please Choose 2 of The Following Sides
rice pilaf, baked potatoes, chef's choice vegetables, french fries, sweet potato mash, marinated grilled vegetables

DESSERTS

Peach Cobbler 4
oat topping brown sugar, peaches, add vanilla ice cream upon request

NY Cheesecake 6
raspberry coulis, fresh berries, whipped topping

Ice Cream of the Week 3
please ask your server for this week flavor

Creme Brulee 4
vanilla bean creme brulee with whipped topping

Pumpkin Pie 5
fresh baked pumpkin pie with whipped topping

CANYON CREST CAFE

wine

Kendall Jackson VR Chardonnay 20/4.5
Santa Rosa, California

Rodney Strong Chardonnay 35/6.5
Sonoma County, California

Yalumba Y Series Viogner 28/6
Barossa Valley, Australia

Chemistry Pinot Gris 15/4.5
Wilamette Valley, Oregon

Bogle Zinfandel Old Vine 23/5.5
Clarksburg Region, California

Beringer Cabernet Founders 20/4.5
Nappa Valley, California

Penfolds Shiraz-Cabernet-Sauvignon 44/8
Koonunga Hill, Australia

14 Hands Merlot 25/5.5
Columbia Valley, Washington

drafts & hard seltzer

Little Foot Draft 6
American Amber Ale with toasted malt and mild piney hop character

Color Country 6
Belgian Abbey Ale with rich fruity aroma and flavor and a lingering sweet caramel finish

High Noon Grapefruit 7
Fizzy, citrusy, and slightly sassy, but so refreshing

High Noon Peach 7
Bursting with fresh-picked, sun-drenched, perfectly ripe flavors

from the bar

360 Vodka 7

Copper Dog Scotch 6

1792 Full Proof Bourbon 7

1800 Tequila Reposado 8

Barcardi Gold Rum 7

Captain Morgans Rum 6

Grey Goose Vodka 7

Crown Royal 8

Beefeater Gin 6

Canadian Club Whisky 7

Knob Creek Bourbon 5

Buchananas Delux 12yr Scotch 7

Hendricks Gin 6

Glendiddich Reserve 12yr Whisky 9

JUNCTION
Bar & Bistro

wine

Kendall Jackson VR Chardonnay 20/4.5
Santa Rosa, California

Rodney Strong Chardonnay 35/6.5
Sonoma County, California

Yalumba Y Series Viogner 28/6
Barossa Valley, Australia

Chemistry Pinot Gris 15/4.5
Wilamette Valley, Oregon

Bogle Zinfandel Old Vine 23/5.5
Clarksburg Region, California

Beringer Cabernet Founders 20/4.5
Nappa Valley, California

Penfolds Shiraz-Cabernet-Sauvignon 44/8
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14 Hands Merlot 25/5.5
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drafts & hard seltzer

Little Foot Draft 6
American Amber Ale with toasted malt and mild piney hop character

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Belgian Abbey Ale with rich fruity aroma and flavor and a lingering sweet caramel finish

High Noon Grapefruit 7
Fizzy, citrusy, and slightly sassy, but so refreshing

High Noon Peach 7
Bursting with fresh-picked, sun-drenched, perfectly ripe flavors

mocktails

Blue Hawaiian 6
lemonade, blue curacao, soda water

Cranberry Basil Sangria 5
cranberry juice, orange juice, apple, seltzer

Designated Appletini 5
apple juice, simple syrup, lemon juice

Mango Mule 6
honey syrup, mango puree, ginger beer

Pineapple Mint Mojito 5
mint, stevia, pineapple juice, club soda

Seedlip Spice & Tonic 5
seedlip spice 94, tonic water, grapefruit

Shirley Temple 3
ginger ale, grenadine, cherry

Virgin Mary 6
tomato juice, hot sauce, Worcestershire sauce, pepper

from the bar

360 Vodka 7

Copper Dog Scotch 6

1792 Full Proof Bourbon 7

1800 Tequila Reposado 8

Barcardi Gold Rum 7

Captain Morgans Rum 6

Grey Goose Vodka 7

Crown Royal 8

Beefeater Gin 6

Canadian Club Whisky 7

Knob Creek Bourbon 5

Buchananas Delux 12yr Scotch 7

Hendricks Gin 6

Glendiddich Reserve 12yr Whisky 9

fun bites

Parmesan - Rosemary Chicken Wings 7
6 bone in chicken wings tossed in our signature sauce

Chicken Salad Sliders 7
2 mini croissants, grape & feta chicken salad, mixed greens

Ballpark Dog 6
steamed Nathan's hot dog with all the fixens

Margarita Flatbread 8
fresh tomatoes, buffalo mozzarella, fresh basil, olive oil, balsamic reduction

Leftover Meatloaf Open Face Sandwich 9
house made meatloaf, mushroom gravy, thick cut brioche bread, green beans

tapas bar

Shrimp & Chorizo Skewers 4
4 16/20 shrimp, chorizo, tequila lime buerre blanc

Seafood Paella 5
basmati rice, peppers, shrimp, chefs choice fish, saffron, fresh herbs

Charcuterie Board 6
assorted cured meats, assorted artisan cheese, dried fruits, grapes, fresh baked breads

Swedish Meatballs 4
pork & beef meatballs, mushrooms, sour cream, veal demi, fresh berry jam

Roasted Vegetable Salad 4
grilled marinated zucchini, yellow squash, mushrooms, roasted red bell peppers, balsamic, olive oil, fresh herbs

Pumpkin Chiffon Tarts 3
pumpkin puree, whipped cream, allspice, sweet tart shell

Hours of Operations

Junction Bar & Bistro
11:00am to 8:00pm Monday to Sunday

Tapas Bar Tuesday & Thursday
11:00am to 2:00pm
4:00pm to 7:00pm


Carmines
Sq Ft: 960
Seating: 30
Canyon Crest Cafe
Sq Ft: 1,100
Seating: 34
Junction Bar & Bistro
Sq Ft: 840
Seating: 24
POS Location
Locked Storage
Serving Area
Dispensing Area
Carmines
Canyon Crest Cafe
Junction Bar & Bistro
2 is hush charcoal

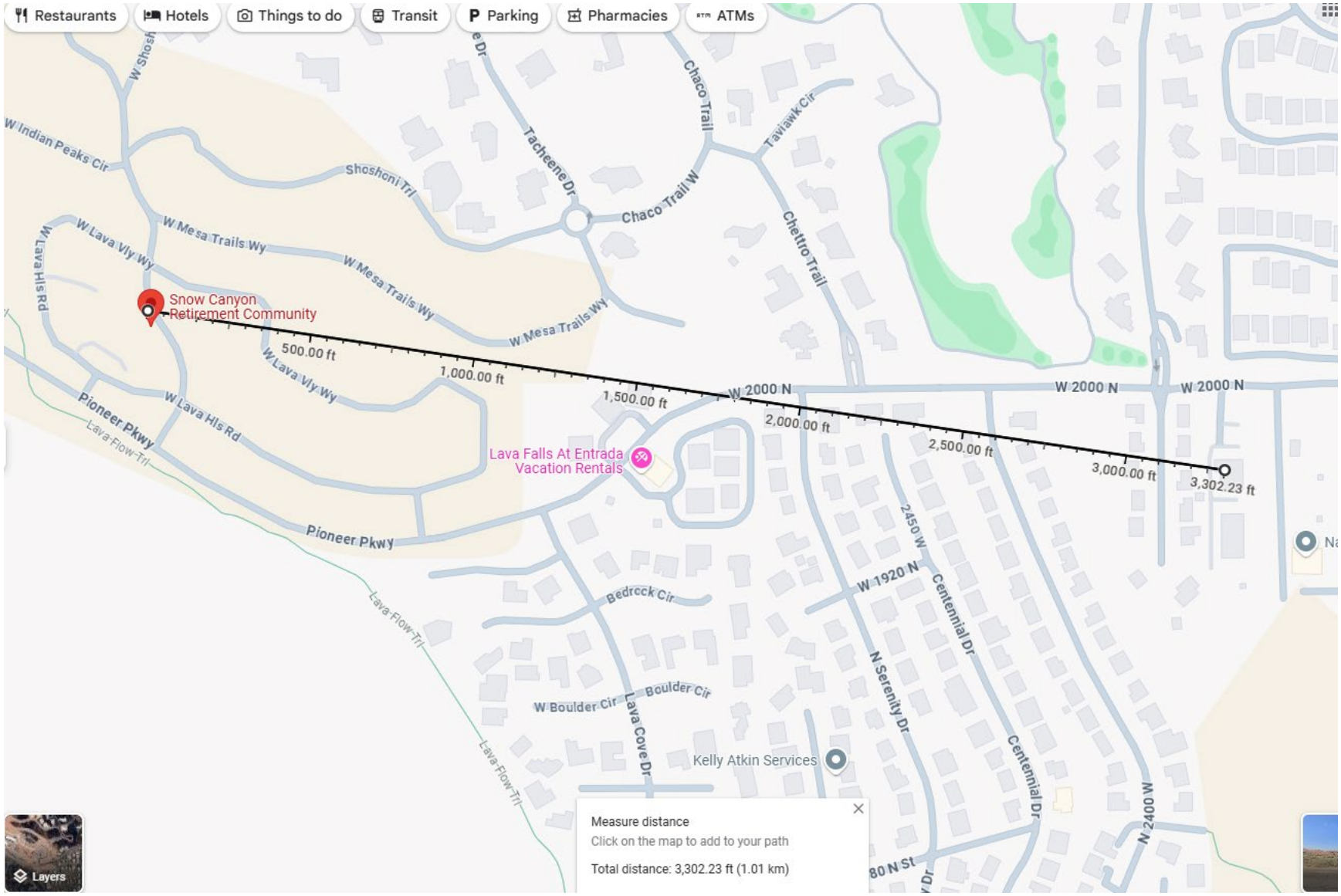
Snow Canyon Retirement Community LLC
Full-Service Restaurant Liquor License Application

Character References

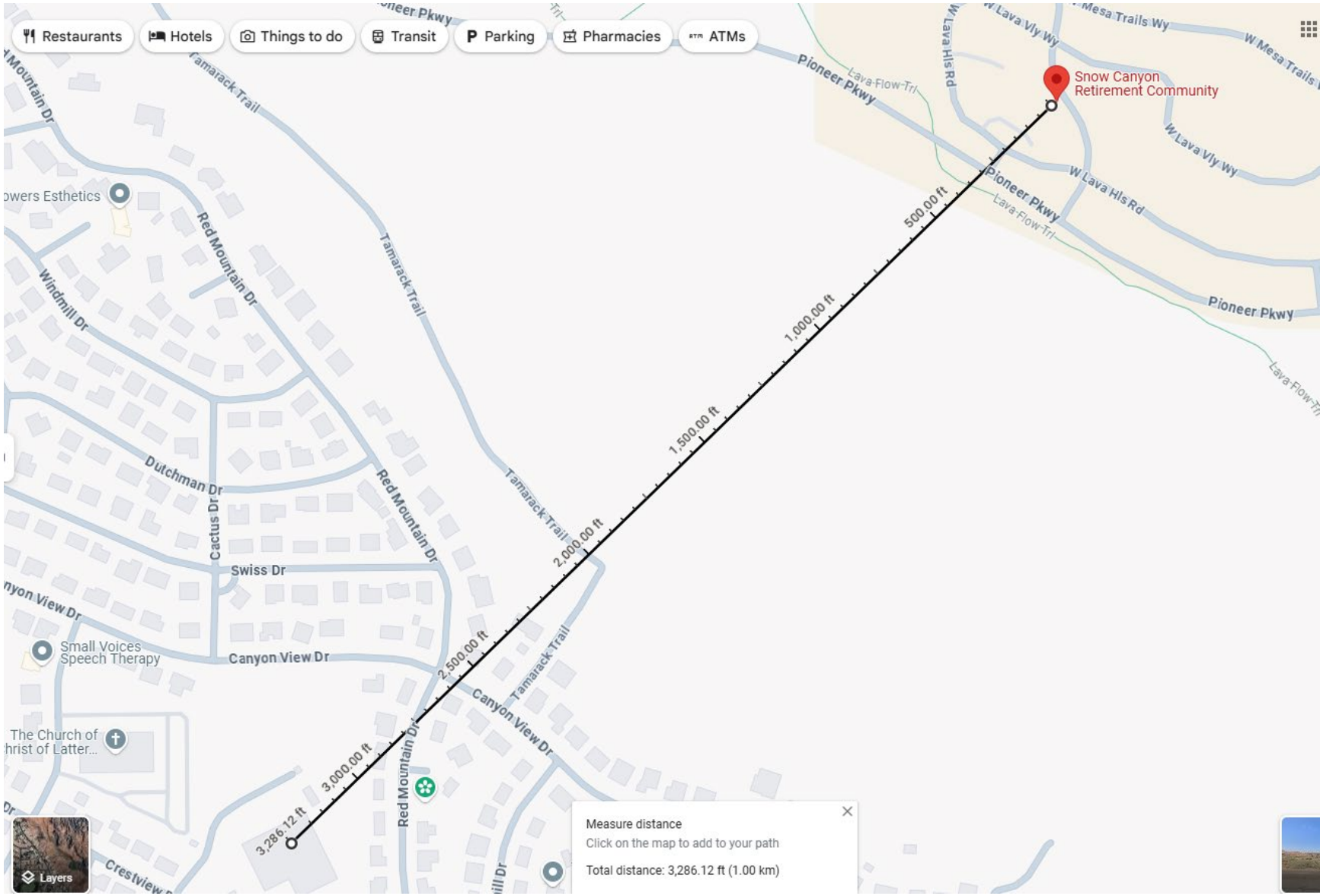
The following are three (3) character references for Snow Canyon Retirement Community LLC's authorized agent, James Petersen:

Name	Relationship to Agent	Phone	Email
Jeff Mac Donald	Long term business partner	(801) 903-3275	Jeff@woodsyhardwoodflooring.com
Todd Reid	Friend & professional colleague	(801) 428-2156	tried@tbgroup.org
Daniel Granderath	Associate	(801) 259-9888	Granderath57@gmail.com

Distance from Snow Canyon Retirement Community to nearest church (Westside Baptist Church) 3,302.23 ft

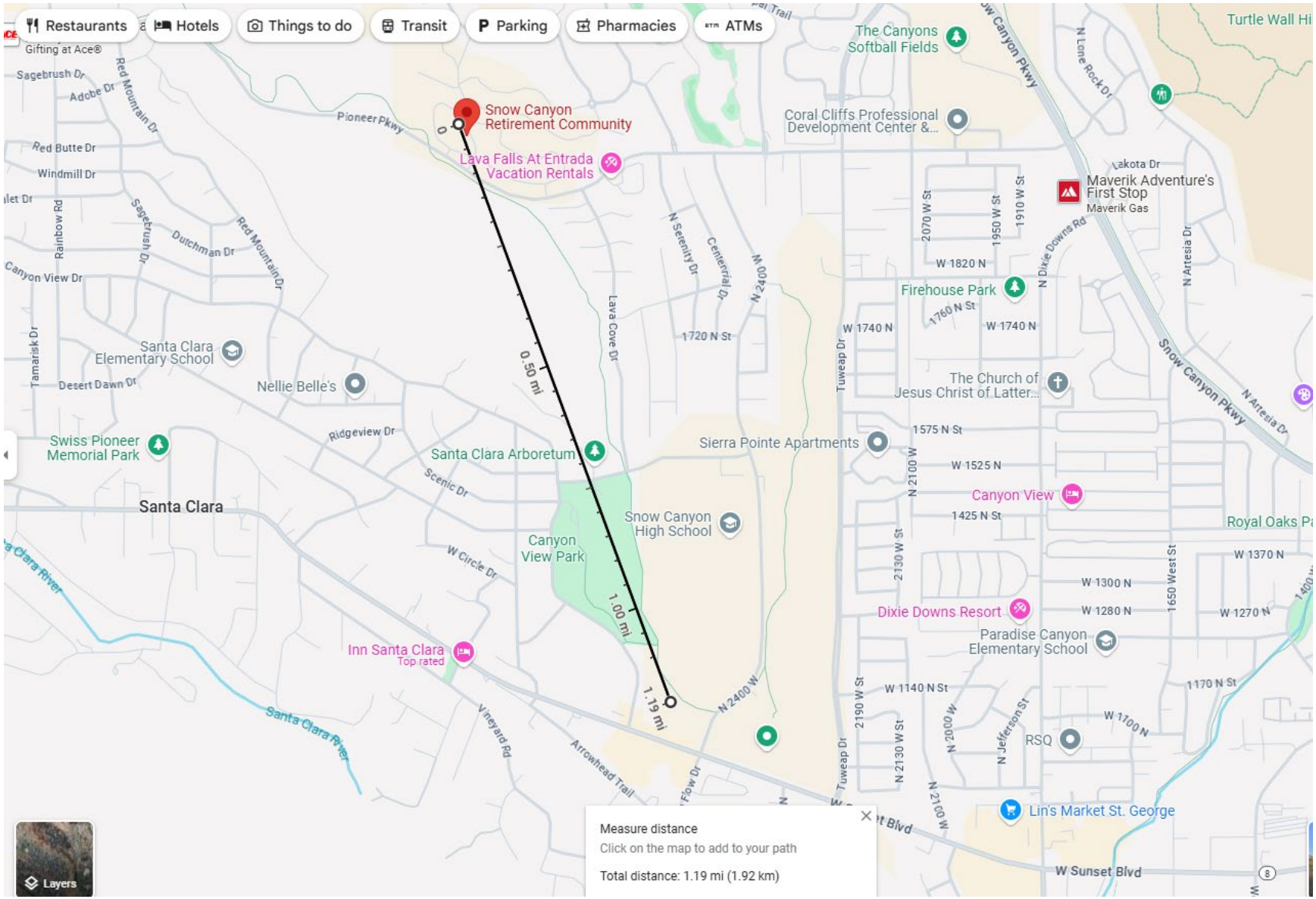


Distance from Snow Canyon Retirement Community to nearest school (Santa Clara Elementary School) 3,286.12 ft



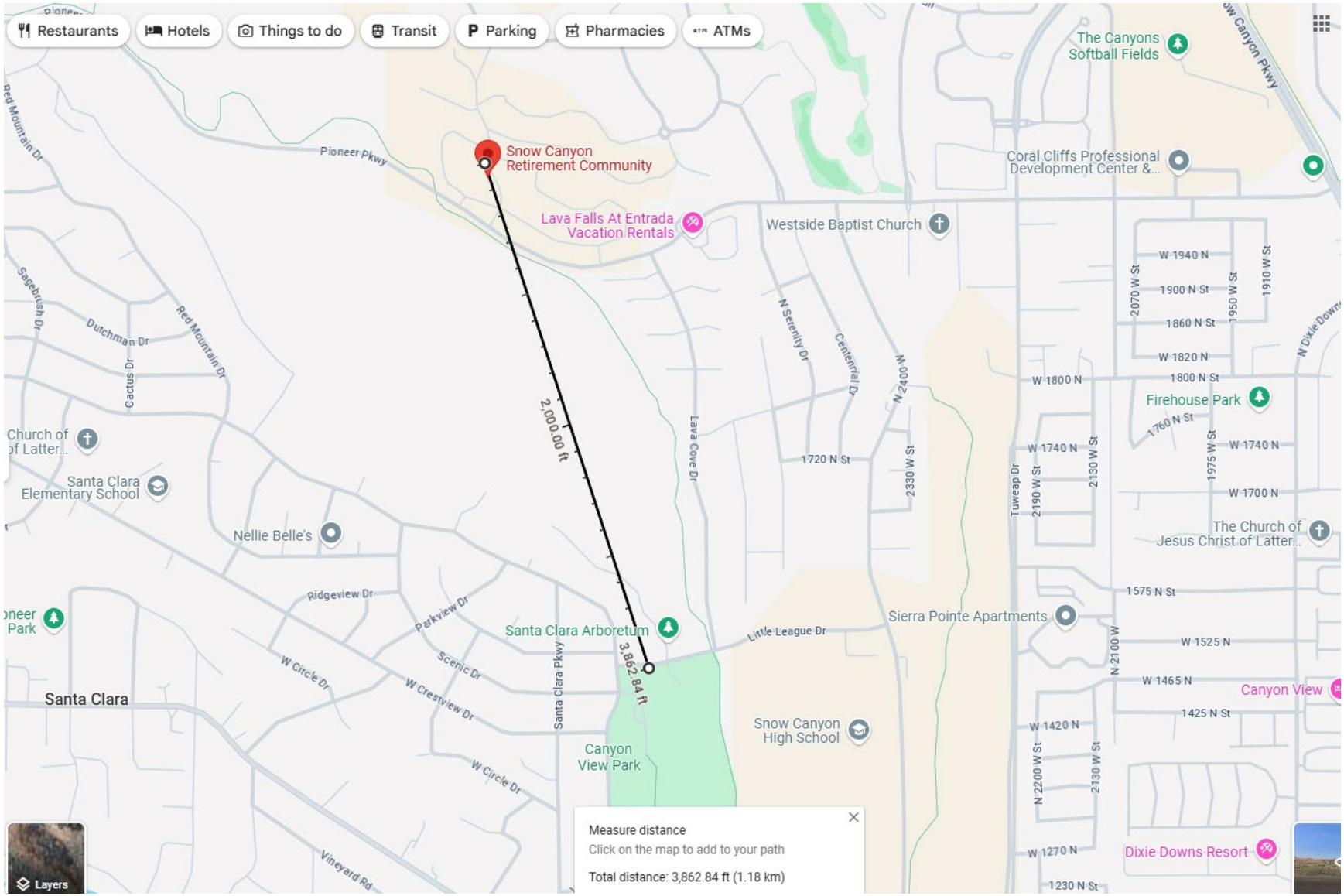
Distance from Snow Canyon Retirement Community to nearest public library (Santa Clara Library)

1.19 mi



3,862.84 ft

Distance from Snow Canyon Retirement Community to nearest public park (Canyon View Park)



Snow Canyon Retirement Community LLC
Full-Service Restaurant Liquor License Application

Consent

Snow Canyon Retirement Community, LLC dba Snow Canyon Retirement Community ("Applicant") hereby grants any authorized representative of Santa Clara City or any law enforcement officer the unrestricted right to enter the licensed premises at any time for the purpose of ensuring compliance with applicable laws and regulations.

Acknowledgment

The Applicant acknowledges that this Consent is entered into voluntarily and with full understanding of its terms and conditions.

DATED this 4 day of December, 2024.

Snow Canyon Retirement Community LLC

By: Gold Stream Retirement Communities LLC, its Manager

By: _____

Its: Manager

Date: 12/4/24

ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:	SNOW CANYON RETIREMENT COMMUNITY LLC	**Assumed Name:**	N/A
Entity Type:	Domestic Limited Liability Company	**Entity Number:**	11571657-0160
Entity Subtype:	Limited Liability Company	**Entity Status:**	Active
Profession:	N/A	**Entity Status Details:**	Current
		Status Date:	09/26/2024
Formation Date:	12/11/2019	**Renew By Date:**	12/31/2024
Formation Effective Date:	12/11/2019	**Last Renewed Date:**	11/03/2023

REGISTERED AGENT INFORMATION

Name:	NORTH AMERICAN MANAGEMENT, LLC

Registered Agent Type:	Individual
Street Address:	197 WEST 4860 SOUTH, SALT LAKE CITY, UT, 84107, USA
Last Updated:	9/13/2024 9:22:44 PM

PRINCIPAL INFORMATION

Title	Name	Address	Last Updated
Manager	GOLD STREAM RETIREMENT COMMUNITIES LLC	197 W 4860 S, SALT LAKE CITY, UT, 84107, USA	09/19/2024

Page 1 of 1, records 1 to 1 of 1

ADDRESS INFORMATION

Physical Address:	197 W 4860 S, SALT LAKE CITY, UT, 84107, USA	**Updated Date:**	9/13/2024 8:42:59 PM
Mailing Address:		**Updated Date:**	

SERVICE OF PROCESS INFORMATION

Service of Process Name:	SNOW CANYON RETIREMENT COMMUNITY LLC	**Last Updated:**	9/13/2024 8:42:59 PM:
Service of Process Address:	197 W 4860 S, SALT LAKE CITY, UT, 84107, USA		

Filing History Name History Mergers/Conversions

Return to Search Return to Results

ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:	SNOW CANYON RETIREMENT COMMUNITY	**Assumed Name:**	N/A
Entity Type:	Assumed Name (DBA)	**Entity Number:**	14513383-0151
Entity Subtype:	None	**Entity Status:**	Active
Profession:	N/A	**Entity Status Details:**	Current
		Status Date:	11/22/2024
Formation Date:	11/15/2024	**Renew By Date:**	12/15/2027
Formation Effective Date:	11/15/2024	**Last Renewed Date:**	N/A

REGISTERED AGENT INFORMATION

Name:	NORTH AMERICAN MANAGEMENT, LLC

Registered Agent Type:	Entity
Entity Number:	5201620-0160 (/BusinessSearch/BusinessInformation?businessId=5201620&Source=fromFormation)
Status:	Active
Street Address:	197 WEST 4860 SOUTH, Salt Lake City, UT, 84107, USA
Last Updated:	11/22/2024 11:11:49 AM

PRINCIPAL INFORMATION

Title	Name	Address	Last Updated
Owner	SNOW CANYON RETIREMENT COMMUNITY LLC	197 W 4860 S, Salt Lake City, UT, 84107, USA	11/22/2024

Page 1 of 1, records 1 to 1 of 1

ADDRESS INFORMATION

Physical Address:	2778 W LAVA HILLS ROAD, Santa Clara, UT, 84765, USA	**Updated Date:**	11/22/2024 11:11:49 AM
Mailing Address:	2778 W LAVA HILLS ROAD, Santa Clara, UT, 84765, USA	**Updated Date:**	11/22/2024 11:11:49 AM

Filing History Name History Mergers/Conversions

Utah State Tax Commission
TAXPAYER SERVICES DIVISION 210 N 1950 W SALT LAKE CITY Utah 84134-9000 Website: tax.utah.gov

atL012 03/2024

Sales Tax License and/or Use Tax Certificate of Registration

SNOW CANYON RETIREMENT COMMUNITY LLC
SNOW CANYON RETIREMENT COMMUNITY LLC
2778 LAVA HILLS RD
SANTA CLARA UT 84765-5772

Account Number: **15559656-003-STC**

This business is registered to make taxable sales from the incorporated city of:
Santa Clara

Outlet: 0001 Issued: February 1, 2025 Valid until revoked or cancelled. Post in a noticeable place.

This business is authorized to make taxable sales, purchase tax free for resale, collect and remit sales and use taxes in the State of Utah. The authority to engage in business is subject to city and/or county business licensing laws and other rules and regulations. This license may be revoked for violations or failure to comply with these laws, rules and regulations. If this business moves, closes or is sold, you must contact the Tax Commission immediately by calling 801-297-2200 or toll free 1-800-662-4335 and return this license to the Tax Commission for cancellation. This license is NOT transferable.

ABOVE IS YOUR

SALES TAX LICENSE

TEAR OFF AT PERFORATION AND POST IN A NOTICEABLE PLACE
Keep this portion for your records.

Account Number: **15559656-003-STC** <<< Use this number for all correspondence or contact with the Utah State Tax Commission.

Jurisdiction: **Santa Clara**
Issued: **February 1, 2025**

TAXPAYER ACCESS POINT UTAH TAP tap.utah.gov

Your Personal Identification Number (PIN) will be sent in a different notice in a few days.
You are required to register your account at **tap.utah.gov** for electronic filing, paying and managing your account. Your PIN is needed to register.

NOTICE OF LIABILITY

If you are purchasing a business, have the former business owner provide you a notice/receipt from the Tax Commission stating the sales and use taxes are paid in full. If the notice/receipt is not provided, Utah law requires you keep enough of the purchase money to pay the unpaid taxes. You may be held personally liable for any taxes not paid by the former owner.

TAX FREE PURCHASES

Merchandise purchased tax free, but used or consumed by your company, must be reported on your sales and use tax return. You must pay sales and use tax on goods that you or your company consume.

DABS Full-Restaurant Application

Have a project #?

Save Draft and Exit

Confirm your submission

Please ensure you've filled everything completely and accurately, then click "Confirm and Submit" below.

Contact Information

Edit (/submit/89900/applicant)

* Information will be updated to James Petersen's DABS account once Application is submitted.

Ciara Roberts

Email address

ciara@yorkhowell.com

Phone Number

801-527-1040

Mailing Address

10610 South Jordan Gateway Suite 200, South Jordan, UT 84095

Locations

1 location total

Edit (/submit/89900/location?edit=1)

PRIMARY LOCATION

2719 W LAVA HILLS RD
SANTA CLARA CITY, UT 84770

*DABS system could not located SCRC address - DABS compliance officer will update address on Application is submitted.

Key Dates for Restaurant- Full License Type:

Edit (/submit/89900/form-sections/1012147)

According to R82-5-103, all application requirements must be submitted to the department by the 10th day of the month in order for the application to be included on that month's Commission meeting agenda. If the 10th falls on a Saturday, Sunday, or a state or federal holiday, the application requirements must be filed on the next business day following the 10th.

Renewal Deadline: September 30th

Late Date: October 10th

Expiration Date: October 31st

Applicant Information

Edit (/submit/89900/form-sections/1011455)

Is the applicant an owner or an authorized agent? *

Authorized Agent

Is this application due to a 51% or more change of ownership of an existing DABS license? *

No

Conditional Approvals

Edit (/submit/89900/form-sections/1011454)

ACKNOWLEDGEMENT FOR CONDITIONAL APPLICATIONS

32B-5-205 Conditional Retail License

The following items are not required for an on-premise retail license application to be accepted conditionally by the DABS and considered by the Alcoholic Beverage Services Commission:

i. Local Jurisdiction Business License Document(s)
ii. Signed Surety Bond
iii. ACORD Certificate of Insurance
iv. Food Menu (with prices)
v. Alcoholic Beverage Menu (with prices)
vi. DABS Manager Training (for all managers)

Furthermore, once conditionally granted by the Alcoholic Beverage Services Commission, a licensee may not store, sell, offer for sale, furnish, or allow the consumption of an alcoholic product on the conditional retail licensee's licensed premises before obtaining a valid retail license.

A conditional retail license becomes a valid retail license on the day on which the department notifies the person who holds the conditional retail license that the department finds that the person has complied with all requirements pursuant to 32B-5-205(3)(b).

A conditional retail license expires 18 months after the day on which the commission issues the conditional retail license, unless the conditional retail license becomes a valid retail license before that day.

However, the commission may extend the time period of a conditional retail license an additional six months if the holder of the conditional license can show to the satisfaction of the commission that the holder of the conditional license:

i. has an active building permit related to the licensed premises; and
ii. is engaged in a good faith effort to pursue completion within the six-month period.

Would you like to apply for a Conditional License? *

Yes *Conditional until Santa Clara Business/Alcohol Licenses are issued and then a swap between Santa Clara and DABS Licenses will be conducted before DABS Full-Restaurant License is issued.

Local Business License Type

Edit (/submit/89900/form-sections/1011450)

Have you applied for a business license and/or alcohol license with your local jurisdiction? *

Yes

Date Applied *

12/10/2024

Property Owner Information

Edit (/submit/89900/form-sections/1011442)

Is the building leased or owned by the applicant? *

Owned

Is the building within 300 ft. (ordinary pedestrian travel) or 200 ft. (straight line) of a private or public school, church, public library, public playground, or public park? *Does not include nursery school, daycare center, or trade/technical school.

No

Licensee Information

Edit (/submit/89900/form-sections/1011440)

DBA Business Name *

Snow Canyon Retirement Community

Business County *

Washington County

Business Phone Number *

385-786-8527

Business Secondary Phone Number

--

Business Email Address *

info@snowcanyonrc.com

DBA Mailing Address is where official notifications pertaining to this application or license or permit will be mailed.

Attention: *

James Petersen

DBA Mailing Street Address *

197 West 4860 South

DBA Mailing Unit or Suite Number

--

DBA Mailing City *

Salt Lake City

DBA Mailing State *

UT

DBA Mailing Zip Code *

84107

A business entity is a type of business structure, such as a sole proprietorship, limited liability company (LLC), or partnership. Each structure has different legal implications and determinations as to the kind of taxes that should be filed.

Ownership Entity Name *

Snow Canyon Retirement Community LLC

Entity Type *

Limited Liability Company

Entity Email Address *

Jim@goldstream.us

Entity Phone Number *

801-809-9663

State Tax ID *

15559656-003-STC

FEIN *

84-3943424

Federal, state, withholding, and workforce service tax compliance:

By checking this box, I acknowledge that I am legally obligated to comply with the applicable federal and state laws pertaining to payment of taxes and contributions to unemployment and insurance funds. *

Ciara Roberts on behalf of James Petersen
Dec 3, 2024

Have you had an alcohol violation in the past 36 months? *

No

Entity Mailing Address

Entity Address same as DBA Mailing Address

☑

Business Information

Is the business currently open? *

No

Projected Opening Date for Business *

01/13/2025

Days & Hours of Operation *

7:30am-8pm daily; see attached "Hours of Operation"

Square footage *

2900 (combined - see floor plans)

Seating Capacity *

88 (combined - see floor plans)

Does your business operate seasonally? *

All Year Round

Number of Dedicated Patron Parking Spaces *

52

Mixing Area *

5 Foot Pony

Projected Sales

Edit (/submit/89900/form-sections/1011733)

Projected Annual Gross Alcoholic Product Sales *

50,000

Projected Annual Gross Food Sales *

500,000

Total Projected Sales

550,000

Projected Gross Sales Percentage from Food

90.9091

Local Consent

Edit (/submit/89900/form-sections/1011456)

To apply for this license, you NEED a signed Local Jurisdiction Consent Form.
A link to the form can be found **here (https://abs.utah.gov/wp-content/uploads/Restaurant-Full-Service-Local-Consent.pdf)** or on the Utah Department of Alcoholic Beverage Services website.

Do you have a local consent form signed by the jurisdiction where the business will be located? *

Yes

Entity Ownership Information *See attached page for drop down screenshots

Edit (/submit/89900/form-sections/1011443)

Entity Name	Owner First Name	Owner Middle Initial	+ 22 Additional Fields
Gold Stream Retirement Communities LLC	n/a	--	...
Class A Members (*see org chart)	n/a	--	...
--	James	--	...
--	Glen	--	...

Entity Name	Owner First Name	Owner Middle Initial	+ 22 Additional Fields
--	John	--	...
North American Management LLC	n/a	--	...

Percentage of Ownership Calculation and Residency Requirements

Edit (/submit/89900/form-sections/1011444)

If your Total Percentage of Ownership below is not equal to 100%, please return to the previous page to correct the Percentage of Ownership field for each of your Owners you have added.

Total Percentage of Ownership

100

The commission may not issue a retail license to a person who is not lawfully present in the United States.

Are any of the owners non-US citizens? *

No

Manager Information *See attached page for drop down screenshots

Edit (/submit/89900/form-sections/1011445)

Position	If Other Position Type, please explain:	Manager Email	+ 10 Additional Fields
General Manager	--	info@snowcanyonrc.com	...
Regional Manager	--	Jbecker@gracemanagement.com	...
Other	Executive Director	Cbalmforth@snowcanyonrc.com	...
Other	Food and Beverage Manager	kmigneault@snowcanyonrc.com	...

Additional Contact Information

Edit (/submit/89900/form-sections/1011441)

Contact Type	If Other Contact Type, please explain:	Contact First Name	+ 5 Additional Fields
Legal Counsel	--	Erin	...

Online Alcohol Orders - Licensee Account - Authorized Persons

Edit (/submit/89900/form-sections/1013359)

1. Full Name

--

1. Date of Birth

--

2. Full Name

--

2. Date of Birth

--

3. Full Name

--

3. Date of Birth

--

Entity Name

Gold Stream Retirement C

Owner First Name *

n/a

Owner Middle Initial

Owner Last Name *

n/a

Home Street Address *

197 West 4860 South

Home City *

Salt Lake City

Home State *

UT

Home Zip Code *

84107

Owner Email Address *

Jim@goldstream.us

Percentage of ownership *

50

Title / Position

Managing Member

Owner Date of Birth

MM/DD/YYYY

Owner Phone Number

Owner Secondary Phone Number

US citizen? *

Yes

If non-US citizen, located in the US?

Select your option

If non-US citizen, what is your country of citizenship?

Are you an industry member, or do you own or have an interest in a brewery, distillery or winery? *

No

If yes, please describe:

Does this individual exercise direct decision-making control over the day-to-day operations of the license?

No

Entity Name

Class A Members (*see org

Owner First Name *

n/a

Owner Middle Initial

Owner Last Name *

n/a

Home Street Address *

2778 W. Lava Hills Road

Home City *

Santa Clara

Home State *

UT

Home Zip Code *

84765

Owner Email Address *

info@snowcanyonrc.com

Percentage of ownership *

50

Title / Position

Member

Owner Date of Birth

MM/DD/YYYY

Owner Phone Number

Owner Secondary Phone Number

US citizen? *

Yes

If non-US citizen, located in the US?

Select your option

If non-US citizen, what is your country of citizenship?

Are you an industry member, or do you own or have an interest in a brewery, distillery or winery? *

No

If yes, please describe:

Does this individual exercise direct decision-making control over the day-to-day operations of the license?

No

Entity Name

North American Managem

Owner First Name *

n/a

Owner Middle Initial

Owner Last Name *

n/a

Home Street Address *

197 West 4860 South

Home City *

Salt Lake City

Home State *

UT

Home Zip Code *

84107

Owner Email Address *

jim@goldstream.us

Percentage of ownership *

0

Title / Position

Manager of Managing Mem

Owner Date of Birth

MM/DD/YYYY

Owner Phone Number

Owner Secondary Phone Number

US citizen? *

Yes

If non-US citizen, located in the US?

Select your option

If non-US citizen, what is your country of citizenship?

Are you an industry member, or do you own or have an interest in a brewery, distillery or winery? *

No

If yes, please describe:

Does this individual exercise direct decision-making control over the day-to-day operations of the license?

Select your option

Entity Name

Owner First Name * ?

James

Owner Middle Initial

Owner Last Name * ?

Petersen

Home Street Address *

6609 S. Old Mill Circle

Home City *

Cottonwood Heights

Home State *

UT

Home Zip Code *

84121

Owner Email Address *

Jim@goldstream.us

Percentage of ownership *

0

Title / Position ?

Co-Manager of North Amer

Owner Date of Birth

MM/DD/YYYY

Owner Phone Number

Owner Secondary Phone Number

US citizen? *

Yes

If non-US citizen, located in the US?

Select your option

If non-US citizen, what is your country of citizenship?

Are you an industry member, or do you own or have an interest in a brewery, distillery or winery? *

No

If yes, please describe:

Does this individual exercise direct decision-making control over the day-to-day operations of the license?

Select your option

Entity Name

Owner First Name * ?

Glen

Owner Middle Initial

Owner Last Name * ?

Yates

Home Street Address *

2321 E. Willow View Way

Home City *

Sandy

Home State *

UT

Home Zip Code *

84092

Owner Email Address *

gy@glenyates.com

Percentage of ownership *

0

Title / Position ?

Co-Manager of North Amer

Owner Date of Birth

MM/DD/YYYY

Owner Phone Number

Owner Secondary Phone Number

US citizen? *

Yes

If non-US citizen, located in the US?

Select your option

If non-US citizen, what is your country of citizenship?

Are you an industry member, or do you own or have an interest in a brewery, distillery or winery? *

No

If yes, please describe:

Does this individual exercise direct decision-making control over the day-to-day operations of the license?

Select your option

Entity Name

Owner First Name * ?

John

Owner Middle Initial

Owner Last Name * ?

Robertson

Home Street Address *

9953 S. Altamont Drive

Home City *

Sandy

Home State *

UT

Home Zip Code *

84092

Owner Email Address *

jr@goldstream.us

Percentage of ownership *

0

Title / Position ?

Co-Manager of North Amer

Owner Date of Birth

MM/DD/YYYY

Owner Phone Number

Owner Secondary Phone Number

US citizen? *

Yes

If non-US citizen, located in the US?

Select your option

If non-US citizen, what is your country of citizenship?

Are you an industry member, or do you own or have an interest in a brewery, distillery or winery? *

No

If yes, please describe:

Does this individual exercise direct decision-making control over the day-to-day operations of the license?

Select your option

Manager Information

Position *

General Manager

If Other Position Type, please explain:

Please provide the same Email Address and Last Name used for Manager Training.

Manager Email *

info@snowcanyonrc.com

Manager Last Name *

CPF Grace Management - S

Manager First Name *

n/a

Manager Date of Birth *

05/30/2024

Manager Phone Number *

435-272-2385

Primary Onsite Manager

Hire Date *

07/17/2024

Training found in the SABA system

Completion Status

Select your option

Assessment Completion Date

Cancel Save

Manager Information

Position *

Regional Manager

If Other Position Type, please explain:

Please provide the same Email Address and Last Name used for Manager Training.

Manager Email *

Jbecker@gracemanageme

Manager Last Name *

Becker

Manager First Name *

Janessa

Manager Date of Birth *

04/19/1992

Manager Phone Number *

602-332-0582

Primary Onsite Manager

Hire Date *

12/10/2018

Training found in the SABA system

Completion Status

Successful

Assessment Completion Date

12/10/2024

Cancel Save

Manager Information

Position *

Other

If Other Position Type, please explain:

Executive Director

Please provide the same Email Address and Last Name used for Manager Training.

Manager Email *

Cbalmforth@snowcanyonr

Manager Last Name *

Balmforth

Manager First Name *

Colton

Manager Date of Birth *

10/28/1991

Manager Phone Number *

801-865-6885

Primary Onsite Manager

☐

Hire Date *

06/01/2023

Training found in the SABA system

Completion Status

Select your option

Assessment Completion Date

Cancel Save

Manager Information

Position *

Other

If Other Position Type, please explain:

Food and Beverage Manage

Please provide the same Email Address and Last Name used for Manager Training.

Manager Email *

kmigneault@snowcanyonr

Manager Last Name *

Migneault

Manager First Name *

Kenneth

Manager Date of Birth *

03/03/1973

Manager Phone Number *

435-773-0180

Primary Onsite Manager



Hire Date *

08/12/2024

Training found in the SABA system

Completion Status

Successful

Assessment Completion Date

11/05/2024

Cancel Save

4. Full Name

--

4. Date of Birth

--

Criminal History

Edit (/submit/89900/form-sections/1011446)

No results to display

Attestations

Edit (/submit/89900/form-sections/1011448)

Applicant agrees as a condition of licensing or permitting that the applicant has read and will abide by the provisions of Utah Code, Title 32B, and all rules of the commission and directives of the Department of Alcoholic Beverage Services. Applicant understands that the license or permit may be suspended or revoked, including forfeiture of the bond, if the applicant fails to adhere to applicable laws and rules, or if the applicant ceases to possess the statutory qualifications for licensure or permit. *

Ciara Roberts on behalf of James Petersen
Dec 16, 2024

Applicant attests that the applicant has not been convicted of any of the following offenses: (1) a felony conviction under federal or state law within seven years before the day on which the commission issues the license, permit, or package agency;(2) a conviction for a violation of a federal or state law, or local ordinance concerning the sale, offer for sale, warehousing, manufacture, distribution, transportation, or adulteration of an alcoholic product, or a conviction for a crime involving moral turpitude, within four years before the day on which the commission issues the license, permit, or package agency; or (3) a conviction for driving under the influence of alcohol, drugs, or the combined influence of alcohol and drugs on two or more occasions within the five years before the day on which the license, permit, or package agency is issued. If the Department finds an applicant has been convicted of an offense listed above, the license, permit, or package agency will be suspended or forfeited. *

Ciara Roberts on behalf of James Petersen
Dec 16, 2024

Applicant agrees to immediately notify the Department of Alcoholic Beverage Services of any change in ownership of the entity that owns the license or permit and understands that failure to do so may result in immediate suspension of the license or permit. *

Ciara Roberts on behalf of James Petersen
Dec 16, 2024

Applicant verifies that the licensed premises will not be used for permitting gambling, illegal drugs, or any other violation of law or ordinance. *

Ciara Roberts on behalf of James Petersen
Dec 16, 2024

Applicant hereby authorizes the Department of Alcoholic Beverage Services to access the applicant's federal, state, and local sales, payroll, income, and real and personal property tax information relevant to the license. *

Ciara Roberts on behalf of James Petersen
Dec 16, 2024

Applicant verifies that the applicant complies and will comply with all federal and state laws pertaining to payment of taxes and contributions to unemployment and insurance funds. *

Ciara Roberts on behalf of James Petersen
Dec 16, 2024

Applicant does not and will not discriminate against persons on the basis of race, color, sex, pregnancy, religion, ancestry, or national origin. Applicant complies and will comply with Utah Code Title 13, Chapter 7, Civil Rights, and Title VII of the Civil Rights Act. *

Ciara Roberts on behalf of James Petersen
Dec 16, 2024

Applicant voluntarily consents that representatives of the Department of Alcoholic Beverage Services , the Alcoholic Beverage Services Commission, the State Bureau of Investigation (Bureau of Alcoholic Beverage Law Enforcement), and any other law enforcement agencies shall be admitted immediately and permitted without hindrance or delay to inspect the entire licensed premises and to secure all evidence (video, electronic, or any media) and records of the licensee or permittee. *

Ciara Roberts on behalf of James Petersen
Dec 16, 2024

Applicant acknowledges that the applicant has read and understands the statements herein and that the execution thereof is voluntarily and by authorization of the applicant entity. Applicant further acknowledges that any false statement made on this application or any other related document is a second-degree felony and may also result in suspension or revocation of the license or permit. *

Ciara Roberts on behalf of James Petersen
Dec 16, 2024

Applicant hereby makes application to the Alcoholic Beverage Services Commission and certifies that the information contained herein and attached hereto is true and correct. *

Ciara Roberts on behalf of James Petersen
Dec 16, 2024

Attachments

Edit (/submit/89900/attachments)

Attachment	File
Owner Authorization Form | Required | Authorized Agent Form (https://abs.utah.gov/wp-content/uploads/Authorized-Agent-Form.pdf)	Agent Authorization.pdf Uploaded on Dec 16, 2024 at 11:04 am
Property Tax Statement | Required |	SCRC Property Taxes.pdf Uploaded on Dec 16, 2024 at 2:11 pm
Local Jurisdiction Consent Form | Required | Blank Local Consent Form (https://abs.utah.gov/wp-content/uploads/Restaurant-Full-Service-Local-Consent.pdf)	PLACE HOLDER.docx Uploaded on Dec 16, 2024 at 3:21 pm
Current Entity Status | Required | To upload your entity status: 1. Find your Entity Status (https://secure.utah.gov/bes/index.html), then click on "Details" of your entity. 2. Right-click anywhere on the page and click on print OR Ctrl + P from your keyboard. 3. In the popup window, select "Save as PDF" to save the details of your entity on your desktop as a PDF. 4. After your PDF has been saved, upload it here to attach to your application.	Entity Status LLC and DBA.pdf Uploaded on Dec 16, 2024 at 11:04 am
Ownership Entity or Organizational Documents filed with the Utah Department of Commerce | Required | - Individual / Sole Proprietor Documents - If a Corporation, submit a copy of the Articles of Incorporation - If a Partnership, submit a copy of the written partnership agreement - If a Limited Liability Company, submit a copy of the Articles of Organization	Entity Organizational Documents.pdf Uploaded on Dec 16, 2024 at 11:21 am
Signed Surety Bond | Required | $10,000 Bond (https://abs.utah.gov/wp-content/uploads/Licensee-Permitee-Bond-2024.pdf)	Bond.pdf Uploaded on Dec 16, 2024 at 3:19 pm
Local Jurisdiction Business License Document(s) | Required | Local Jurisdiction Alcohol and Business License Documentation. For those jurisdictions that issue both documents, we require both.	Santa Clara Business License Application - SUBMITTED (2024-12-10).pdf Uploaded on Dec 16, 2024 at 3:19 pm
ACORD Certificate of Liability Insurance | Required | ACORD Certificate of Insurance SAMPLE (https://abs.utah.gov/wp-content/uploads/Acord-Cert-of-Insurance.pdf) - Minimum liquor coverage of $1,000,000 per occurrence/$2,000,000 in the aggregate. - Address of licensed premises must appear on the certificate of insurance. - Department of Alcoholic Beverage Services listed as the certificate holder. - "Licensed Entity" listed as Principal. - Business Name listed as DBA.	PLACE HOLDER.docx Uploaded on Dec 16, 2024 at 3:21 pm
Food Menu with Prices | Required |	Menus Combined.pdf Uploaded on Dec 17, 2024 at 4:28 pm
Alcohol Beverage Menu with Prices | Required |	Menus Combined.pdf Uploaded on Dec 17, 2024 at 4:28 pm
Building Floor Plan | Required | Scaled floor plan 8 1/2" x 11" of premises highlighting areas for storage, sale & consumption of alcohol.	Floor Plan.pdf Uploaded on Dec 16, 2024 at 11:09 am
Responsible Alcohol Service Plan (RASP) | Required |	Restaurant RASP.pdf Uploaded on Dec 16, 2024 at 11:09 am
TC-721 Exemption Certificate | Required | Link to the TC-721 Exemption Certificate (https://tax.utah.gov/forms/current/tc-721.pdf)	TC-721.pdf Uploaded on Dec 16, 2024 at 11:09 am
Organizational Chart | Required | For complex corporate structures, attach an organizational chart showing the ownership interest of all parent companies.	Org Chart and Member Information.pdf Uploaded on Dec 18, 2024 at 11:18 am
Mangement Agreement and Addendum CONFIDENTIAL Redacted.pdf Management Agreement and Addendum to Management Agreement	Mangement Agreement and Addendum CONFIDENTIAL Redacted.pdf Uploaded on Dec 18, 2024 at 11:19 am
Hours of Operation .pdf Hours of Operation	Hours of Operation .pdf Uploaded on Dec 18, 2024 at 11:19 am

I certify under possible penalty of perjury under the laws of this jurisdiction that the preceding information is true and correct.

Back

Confirm and Submit

Utah DABS Online Licensing and Permitting System

Your Profile

Your Records (/dashboard/records)

Resources

Claim a Record (/claimRecord)

Employee Login (https://ut-dabs.workflow.opengov.com)

Portal powered by **OpenGov**

AGENT AUTHORIZATION

Only the Entity Owner, or their Authorized Agent, may submit an application for licensing or permitting by the Utah Department of Alcoholic Beverage Services. To authorize a third party agent, the agent must attach this signed form, or a wet-signed letter, which identifies them and the Entity Owner they are representing, noting the application for which they are completing. The letter must contain all of the information requested on this form.

This form must accompany ALL applications that are being filed by an Authorized Agent.

As the owner of the entity, I understand that the application for any alcohol license or event permit issued by the Department of Alcoholic Beverage Services must be signed by the Entity Owner and his/her duly Authorized Agent.

I understand that I may designate a third party to sign the application for an alcohol license or permit on my behalf.

I further understand that the person's only responsibility is to fill out applications and submit documentation for the purpose of applying for a liquor license or permit on my or my company's behalf.

I am aware that the responsibility for the compliance with statutes and rules is entirely mine and I accept the same.

Therefore, as the Entity Owner, (Please Print)_Snow Canyon Retirement Community LLC__

I do hereby authorize (Please Print)_Erin Stone, Attorney of York Howell & Ciara Roberts, Paralegal of York Howell

To apply/obtain an alcohol license or permit for Snow Canyon Retirement Community LLC dba Snow Canyon Retirement Community in my name by affixing my name followed by their Signature on the application.

ENTITY OWNER SIGNATURE & DATE: _____

ENTITY OWNER ADDRESS: 197 west 4860 South Salt Lake City UT

ENTITY OWNER PHONE #: 801-809-9663

DAVID WHITEHEAD
WASHINGTON COUNTY TREASURER
111 EAST TABERNACLE • ST. GEORGE, UT 84770
TELEPHONE: (435) 301-7720

2024
ORIGINAL TAX NOTICE

ACCOUNT NUMBER	SERIAL	ACREAGE	DISTRICT
1160098	SC-PASC-43	1.49	09

LEGAL DESCRIPTION

Subdivision: POINT AT SNOW CANYON (SC) Lot: 43

OWNER AND PROPERTY ADDRESS

SNOW CANYON RETIREMENT COMMUNITY LLC
2780 LAVA VALLEY WAY #1
SANTA CLARA

You can pay your property taxes online at www.washingtontreasurer.com.
A 2 1/2% fee is charged for using a debit or credit card. A .49 fee is charged for using an E-Check
(this fee does not apply to your banks bill pay service)

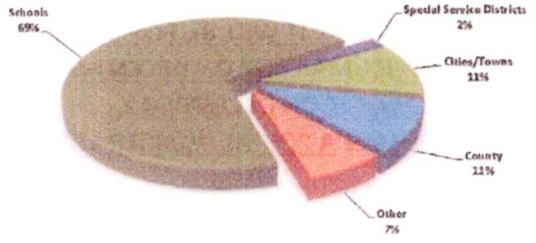
Our offices will be closed on the following days:
November 11; Veterans Day
November 28 and 29; Thanksgiving holiday

PROPERTY CLASSIFICATION	MARKET VALUE	TAXABLE VALUE
PRIMARY IMPROVED PROPERTY	1888800	1038840

TAX LEVIED BY	TAX RATE	AMOUNT
COUNTY LIBRARY FUND	0.000129	134.01
WATER CONSERVANCY	0.000412	428.00
LOCAL ASSESS/COLL	0.000230	238.93
LOCAL SCHOOL FUND	0.003384	3515.43
STATE SCHOOL FUND	0.001408	1462.69
COUNTY GENERAL FUND	0.000373	387.50
MULTI CO ASSESS/COLL	0.000015	15.58
MOSQUITO ABATEMENT	0.000022	22.85
COUNTY GO BOND	0.000010	10.39
SANTA CLARA	0.000933	969.24
CHARTER SCHOOL FUND	0.000033	34.28
TOTAL LEVY RATE	0.006949	7218.90
TOTAL TAXES LEVIED		$7,218.90

Based on Countywide Averages

WHERE DO YOUR TAXES GO?



TOTAL TAXES LEVIED	$7,218.90
ATTACHMENTS	
TAX RELIEF & CREDITS	
May not reflect online payments made after October 5	
	$7,218.90
DELINQUENT TAXES AND OTHER CHARGES PAYMENT AMOUNTS GOOD THROUGH DEC 2, 2024	
TOTAL DELINQUENT TAXES AND OTHER CHARGES	0.00
AMOUNT DUE	$7,218.90

Property tax payments can be made on our website: www.washingtontreasurer.com

MAKE CHECKS PAYABLE TO:
WASHINGTON COUNTY TREASURER
111 EAST TABERNACLE
ST. GEORGE, UT 84770

PLEASE DETACH AND RETURN WITH PAYMENT

☐ PLEASE NOTE ANY CHANGE OF ADDRESS ON THE BACK, AND CHECK THIS BOX

DUE December 2, 2024
Please mail early to avoid U.S. Postmark issues

To help us communicate with you more effectively, would you please provide us with your email address: _____

ACCOUNT	SERIAL
1160098	SC-PASC-43
YEAR	AMOUNT DUE
2024	$7,218.90
DELINQUENT AND OTHER CHARGES	$0.00
AMOUNT DUE	$7,218.90

PENALTIES APPLY AFTER December 2, 2024

PAYMENTS RECEIVED MUST BE APPLIED TO CURRENT YEAR TAXES FIRST AND THEN DELINQUENT TAXES. The penalty for 2024 delinquent taxes is the greater of 2.5% or $10 for each parcel. The penalty will be reduced to the greater of 1% or $10 if all 2024 delinquent taxes and the 1% penalty are paid on or before January 31, 2025. If delinquent taxes are paid after January 31, 2025 Interest will be charged beginning January 1, 2025.

LE 106 41/44-P T 3941

1160098
SNOW CANYON RETIREMENT COMMUNITY LLC
197 W 4860 S
SALT LAKE CITY UT 84107

01160098 0000721890

DAVID WHITEHEAD
WASHINGTON COUNTY TREASURER
111 EAST TABERNACLE • ST. GEORGE, UT 84770
TELEPHONE: (435) 301-7720

2024
ORIGINAL TAX NOTICE

ACCOUNT NUMBER	SERIAL	ACREAGE	DISTRICT
1160120	SC-PASC-46	4.75	09

LEGAL DESCRIPTION

Subdivision: POINT AT SNOW CANYON (SC) Lot: 46

OWNER AND PROPERTY ADDRESS

SNOW CANYON RETIREMENT COMMUNITY LLC
2850 LAVA HILLS RD
SANTA CLARA

You can pay your property taxes online at www.washingtontreasurer.com. A 2 1/2% fee is charged for using a debit or credit card. A .49 fee is charged for using an E-Check (this fee does not apply to your banks bill pay service)

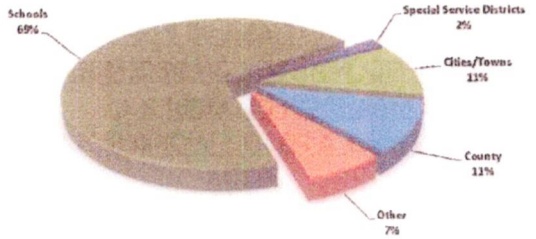
Our offices will be closed on the following days:
November 11; Veterans Day
November 28 and 29; Thanksgiving holiday

PROPERTY CLASSIFICATION	MARKET VALUE	TAXABLE VALUE
PRIMARY IMPROVED PROPERTY	9968400	5482620

TAX LEVIED BY	TAX RATE	AMOUNT
COUNTY LIBRARY FUND	0.000129	707.26
WATER CONSERVANCY	0.000412	2258.84
LOCAL ASSESS/COLL	0.000230	1261.00
LOCAL SCHOOL FUND	0.003384	18553.19
STATE SCHOOL FUND	0.001408	7719.53
COUNTY GENERAL FUND	0.000373	2045.01
MULTI CO ASSESS/COLL	0.000015	82.24
MOSQUITO ABATEMENT	0.000022	120.62
COUNTY GO BOND	0.000010	54.83
SANTA CLARA	0.000933	5115.28
CHARTER SCHOOL FUND	0.000033	180.93
TOTAL LEVY RATE	0.006949	38098.73
TOTAL TAXES LEVIED		$38,098.73

Based on Countywide Averages

WHERE DO YOUR TAXES GO?



TOTAL TAXES LEVIED	$38,098.73
ATTACHMENTS	
TAX RELIEF & CREDITS	
May not reflect online payments made after October 5	
	$38,098.73
DELINQUENT TAXES AND OTHER CHARGES PAYMENT AMOUNTS GOOD THROUGH DEC 2, 2024	
TOTAL DELINQUENT TAXES AND OTHER CHARGES	0.00
AMOUNT DUE	$38,098.73

Property tax payments can be made on our website: www.washingtontreasurer.com

MAKE CHECKS PAYABLE TO:
WASHINGTON COUNTY TREASURER
111 EAST TABERNACLE
ST. GEORGE, UT 84770

PLEASE DETACH AND RETURN WITH PAYMENT

☐ PLEASE NOTE ANY CHANGE OF ADDRESS ON THE BACK, AND CHECK THIS BOX

DUE December 2, 2024

Please mail early to avoid U.S. Postmark issues

To help us communicate with you more effectively, would you please provide us with your email address: _____

ACCOUNT	SERIAL
1160120	SC-PASC-46
YEAR	AMOUNT DUE
2024	$38,098.73
DELINQUENT AND OTHER CHARGES	$0.00
AMOUNT DUE	$38,098.73

PENALTIES APPLY AFTER December 2, 2024

PAYMENTS RECEIVED MUST BE APPLIED TO CURRENT YEAR TAXES FIRST AND THEN DELINQUENT TAXES. The penalty for 2024 delinquent taxes is the greater of 2.5% or $10 for each parcel. The penalty will be reduced to the greater of 1% or $10 if all 2024 delinquent taxes and the 1% penalty are paid on or before January 31, 2025. If delinquent taxes are paid after January 31, 2025 Interest will be charged beginning January 1, 2025.

LE 100 44/44-P T 3944

1160120
SNOW CANYON RETIREMENT COMMUNITY LLC
197 W 4860 S
SALT LAKE CITY UT 84107

01160120 0003809873

ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:	SNOW CANYON RETIREMENT COMMUNITY LLC	**Assumed Name:**	N/A
Entity Type:	Domestic Limited Liability Company	**Entity Number:**	11571657-0160
Entity Subtype:	Limited Liability Company	**Entity Status:**	Active
Profession:	N/A	**Entity Status Details:**	Current
		Status Date:	09/26/2024
Formation Date:	12/11/2019	**Renew By Date:**	12/31/2024
Formation Effective Date:	12/11/2019	**Last Renewed Date:**	11/03/2023

REGISTERED AGENT INFORMATION

Name:	NORTH AMERICAN MANAGEMENT, LLC

Registered Agent Type:	Individual
Street Address:	197 WEST 4860 SOUTH, SALT LAKE CITY, UT, 84107, USA
Last Updated:	9/13/2024 9:22:44 PM

PRINCIPAL INFORMATION

Title	Name	Address	Last Updated
Manager	GOLD STREAM RETIREMENT COMMUNITIES LLC	197 W 4860 S, SALT LAKE CITY, UT, 84107, USA	09/19/2024

Page 1 of 1, records 1 to 1 of 1

ADDRESS INFORMATION

Physical Address:	197 W 4860 S, SALT LAKE CITY, UT, 84107, USA	**Updated Date:**	9/13/2024 8:42:59 PM
Mailing Address:		**Updated Date:**	

SERVICE OF PROCESS INFORMATION

Service of Process Name:	SNOW CANYON RETIREMENT COMMUNITY LLC	**Last Updated:**	9/13/2024 8:42:59 PM:
Service of Process Address:	197 W 4860 S, SALT LAKE CITY, UT, 84107, USA		

Filing History Name History Mergers/Conversions

Return to Search Return to Results

ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:	SNOW CANYON RETIREMENT COMMUNITY	**Assumed Name:**	N/A
Entity Type:	Assumed Name (DBA)	**Entity Number:**	14513383-0151
Entity Subtype:	None	**Entity Status:**	Active
Profession:	N/A	**Entity Status Details:**	Current
		Status Date:	11/22/2024
Formation Date:	11/15/2024	**Renew By Date:**	12/15/2027
Formation Effective Date:	11/15/2024	**Last Renewed Date:**	N/A

REGISTERED AGENT INFORMATION

Name:	NORTH AMERICAN MANAGEMENT, LLC

Registered Agent Type:	Entity
Entity Number:	5201620-0160 (/BusinessSearch/BusinessInformation?businessId=5201620&Source=fromFormation)
Status:	Active
Street Address:	197 WEST 4860 SOUTH, Salt Lake City, UT, 84107, USA
Last Updated:	11/22/2024 11:11:49 AM

PRINCIPAL INFORMATION

Title	Name	Address	Last Updated
Owner	SNOW CANYON RETIREMENT COMMUNITY LLC	197 W 4860 S, Salt Lake City, UT, 84107, USA	11/22/2024

Page 1 of 1, records 1 to 1 of 1

ADDRESS INFORMATION

Physical Address:	2778 W LAVA HILLS ROAD, Santa Clara, UT, 84765, USA	**Updated Date:**	11/22/2024 11:11:49 AM
Mailing Address:	2778 W LAVA HILLS ROAD, Santa Clara, UT, 84765, USA	**Updated Date:**	11/22/2024 11:11:49 AM

Filing History Name History Mergers/Conversions

File Number: 11571657

LLC

Certificate of Organization
OF
The Pointe at Entrada LLC

The undersigned person(s) do hereby adopt the following Certificate of Organization for the purpose of forming a Utah Limited Liability Company.

Article I

The name of the limited liability company is to be The Pointe at Entrada LLC

Article II

The purpose or purposes for which the company is organized is to engage in:
Private Holding Entity that invests in business and property.

The Company shall further have unlimited power to engage in or to perform any and all lawful acts pertaining to the management of any lawful business as well as to engage in and to do any lawful act concerning any and all lawful business for which a Limited Liability Company may be organized under the Utah Limited Liability Company Act and any amendments thereto.

Article III

The Company shall continuously maintain an agent in the State of Utah for service of process who is an individual residing in said state. The name and address of the initial registered agent shall be:

(Registered Agent Name & Address)
NORTH AMERICAN MANAGEMENT, LLC
197 West 4800 South
Salt Lake City, UT, 84107

State of Utah
Department of Commerce
Division of Corporations & Commercial Code

This certifies that this registration has been filed and approved on 11, December 2019 in the office of the Division and hereby issues this Certification thereof.

JASON STERZER
Division Director

Article IV

Name, Street address & Signature of all members/managers

Manager #1
James R Petersen
197 W 4860 S
SALT LAKE CITY, UT 84107
James R Petersen
Signature

DATED 11 December, 2019.

Article V

Management statement
This limited liability company will be managed by its Managers

Article VI

Records required to be kept at the principal office include, but are not limited to the following:

Article VI.1

A current list in alphabetical order of the full name
and address of each member and each manager.

Article VI.2

A copy of the stamped certificate of Organization
and all *certificates of amendments thereto.*

Article VI.3

Copies of all tax returns and financial statements
of the company for the three most recent years.

Article VI.4

A copy of the company's operating agreement and minutes of each meeting of members.

Article VII

The street address of the principal place of business is:

197 W 4860 S
SALT LAKE CITY, UT 84107

Article VIII

The duration of the company shall be

Under GRAMA {63-2-201}, all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity.

This form must be type written or computer generated.

State of Utah
Department of Commerce
Division of Corporations & Commercial Code
Amendment to Certificate of Organization

Date: 08/23/2021
Receipt Number: 9043972
Amount Paid: $37.00

RECEIVED
AUG 23 2021
Utah Div. of Corp. & Comm. Code

Non-Refundable Processing Fee: $37.00

Pursuant to UCA § 48-3a-202, the individual named below causes this Amendment to the Certificate of Organization to be delivered to the Utah Division of Corporations for filing, and states as follows:

Entity Number: 11571657-0160

The name of the limited liability company is: The Pointe at Entrada LLC

The Certificate of Organization shall be amended as set forth herein (complete all that apply):

There is a change in the name of the limited liability company to:
Snow Canyon Retirement Community LLC

The Certificate of Organization is amended as follows:

Filing date of initial certificate 12/11/2019

Future effective date (if not to be effective upon filing) _____ *(MM-DD-YYYY & not to exceed 90 days)*

Under penalties of perjury, I declare that this Amendment of Certificate of Organization has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

Name: John Robertson Signed: [signature]

Title: Manager Dated: 08/16/2021

Under GRAMA {63G-2-201}, all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certified that the foregoing has been filed
and approved on this 23 day of Aug 2021
In this office of this Division and hereby issued
This Certificate thereof.

AUG 23 '21 AM11:40

Examiner AVA Date 08/23/21

L Veillette
Leigh Veillette
Division Director

01/14

Filed in the Office of	Filing Number
Adam Watson	241122073740B
Director, Division of Corporations and Commercial Code	Filed On: November 15, 2024 12:41 PM
Filed in the state of Utah	Entity ID: 14513383-0151
	Number of Pages: 1

State of Utah
Department of Commerce
Division of Corporations & Commercial Code
Business Name Registration / DBA Application

This form cannot be hand written.

WARNING: The filing of this application and its approval by the Division does not authorize the use in the state of Utah of an assumed name in violation of the rights of another under federal, state, or common law (U.C.A. Section 42-2-5 Et seq.).
***When approved the DBA is registered for 3 years.**
*If **adding or removing** an Applicant/Owner, which will affect its status as a General Partnership or Sole Proprietorship, you must submit a Registration Information Change Form.
*If you want a **new name** (adding or changing the existing name), a new DBA filing is required.

Non-Refundable Processing Fee: [✓] **New Filing $22.00** [ ] **Applicant/Owner Transfer NO FEE**

Requested Business Name: Snow Canyon Retirement Community

Business Purpose: Retirement Community

Business Address: 2778 W Lava Hills Road, Santa Clara, UT 84765
Address **City** **State** **Zip**

Who/What is the name of the Registered Agent (Individual or Business Entity or Commercial Registered Agent)?:
North American Management LLC

The address must be listed if you have a non-commercial registered agent. What is a commercial registered agent?

Address of the Registered Agent: 197 W 4860 S
Utah Street Address Required, PO Boxes can be listed after the Street Address

City: Salt Lake City **State UT** **Zip:** 84107

Applicant/Owner:
List the individual or business entity that will own the DBA on the name line.

Name: Snow Canyon Retirement Community LLC
Entity Number (if a registered business): 11571657-0160
Address: 197 W 4860 S
City: Salt Lake City State: UT Zip: 84107

Under penalties of perjury, I declare that this DBA Application has been examined by me and is, to the best of my knowledge and belief, true, correct and *complete*.
Signature:

Applicant/Owner:
List the individual or business entity that will own the DBA on the name line.

If needed, you may use an attached sheet for additional applicants

Name:
Entity Number (if a registered business):
Address:
City: State: Zip:

Under penalties of perjury, I declare that this DBA Application has been examined by me and is, to the best of my knowledge and belief, true, correct and *complete*.
Signature:

Under GRAMA (63G-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.

NOV 15 '24 PM12:41

09/23

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

UTAH DEPARTMENT OF COMMERCE

Division of Corporations and Commercial Code

MARGARET W. BUSSE
Executive Director

ADAM WATSON
Division Director

11/15/2024 12:41:00 PM

Filing Type	Assumed Name (DBA) - Certificate of Assumed and of True Name		
Filing/EffectiveDate	11/15/2024 12:41:00 PM effective, 11/15/2024 12:41:00 PM		
Entity Name	SNOW CANYON RETIREMENT COMMUNITY		
Entity Number	14513383-0151	**Entity Status**	ACTIVE CURRENT

The Assumed Name (DBA) Certificate of Assumed and of True Name for SNOW CANYON RETIREMENT COMMUNITY was/were filed with the Utah Division of Corporations and Commercial Code on 11/15/2024 12:41:00 PM, effective 11/15/2024.

Reference Information

Work Order Item #	Tracking/Filing #	Submitter Name	Submitter Number
W20241118134097	241122073740B	DCCC - FILING OFFICE	7051

UTAH DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

1625 S 900 W • PO Box 30408 • Salt Lake City, UT 84130-0408 • Phone (801) 977-6800 • Fax (801) 977-6889

FULL RESTAURANT LIQUOR BOND

BOND # 101349727

KNOW ALL PERSONS BY THESE PRESENTS:

That Principal, Snow Canyon Retirement Community LLC a full restaurant liquor licensee, doing business as Snow Canyon Retirement Community, and Surety, Merchants Bonding Company (Mutual) a corporation organized and existing under the laws of the state of Iowa and authorized to do business in Utah, are held and bound unto the Utah Department of Alcoholic Beverage Control in the sum of **$10,000**, for which payment will be made, we hereby bind ourselves and our representatives, assigns, and successors firmly by these presents.

Dated this 16th day of December, 2024.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above principal has made application to the Utah Alcoholic Beverage Control Commission for a restaurant liquor license pursuant to the provisions of 32B-5-204, Utah Code.

NOW, THEREFORE, if said principal, its officers, agents and employees shall faithfully comply with the provisions of Title 32B, Utah Code, and the rules and directives of the Utah Alcoholic Beverage Control Commission and the Utah Department of Alcoholic Beverage Control, then this bond shall be void; but, if said principal, its officers, agents and employees fail to comply with the provisions of the laws, rules and directives or orders as the commission or department may issue, then this bond shall be in full force and effect and payable to the Utah Department of Alcoholic Beverage Control. This bond shall run for a continuing term effective December 16, 2024 unless canceled by service of written notice upon the Utah Department of Alcoholic Beverage Control, which cancellation shall be effective 30 days after receipt of such notice; provided however, that no part of this bond shall be withdrawn or canceled while violations, legal actions or proceedings are pending against said licensee / principal.

Merchants Bonding Company (Mutual)
Surety

Attorney in fact
James A. Holter

{ Corporate Seal }

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Snow Canyon Retirement Community LLC dba Snow Canyon Retirement Community
Principal / Licensee

Authorized signature

Glen Yates, Co-Manager
Name / Title

LP 3270 UT (2/20)

STATUTORY AFFIDAVIT FOR CORPORATE SURETY

STATE OF: Iowa

COUNTY OF: Dallas

On the 16th day of December, 20 24, personally appeared before me, James A. Holter, who, being by me duly sworn, did say that he / she is the attorney in fact of Merchants Bonding Company (Mutual), Surety, and that said instrument was signed in behalf of said surety by authority, and acknowledged to me that he / she as such attorney in fact executed the same.

Notary Public Signature & Seal
Penni Miller

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Note: Corporate surety's own affidavit also acceptable

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James A. Holter

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of December , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 16th day of December , 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of December , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

 For bond verification contact verify@merchantsbonding.com

BUSINESS LICENSE APPLICATION

CITY OF SANTA CLARA
2603 SANTA CLARA DRIVE SANTA CLARA, UTAH 84765
PHONE: (435) 673-6712 FAX: (435) 628-7338 WEB SITE: www.santaclarautah.gov

GENERAL LCENSE FEE: $50.00

DATE: 12/10/2024

Business License Type: ■ Commercial ☐ Home Occupation ☐ Beer or Alcohol ☐ Tobacco ☐ Short Term Rental ☐ Long Term Rental ☐ Accessory Dwelling Unit (ADU or IADU)
Check all that apply-complete separate applications for beer, alcohol, or tobacco licenses

Name of Business: Snow Canyon Retirement Community

Address at Which Business is conducted: 2778 W. Lava Hills Road (Street) Santa Clara (City) UT (State) 84765 (Zip)

Mailing Address (if different): _____

Business Phone: 385-786-8527 Emergency Phone: _____ Fax: _____

Name of Applicant: Snow Canyon Retirement Community LLC Phone: 801-809-9663

Applicant Address: 2778 W. Lava Hills Road (Street) Santa Clara (City) UT (State) 84765 (Zip)

Email Address: Jim@goldstream.us Local Contact name & phone #: _____
(Short term Rental business if owner is not Washington County resident)

Specify Business to be conducted: Retirement Community with Full-Service Restaurant

Business is: ☐ Corporation ☐ Sole Proprietorship ☐ Partnership ■ Limited Liability Company

Dept. of Commerce Entity #: 11571657-0160 DOPL License # if applicable (Attach copy): _____

Federal Tax ID#: 84-3943424 Sales Tax # (Attach Copy): 15559656-003-STC

List all Owners other than Applicant: Applicant is owned by: 50% Gold Stream Retirement Community LLS, and 50% Class A Members (37 Members each holding 13% or less)

Applicant is owned by: 50% Gold Stream Retirement Community LLS, and 50% Class A Members (37 Members each holding 13% or less)

If required to be licensed by State, Check here: ■ **ALSO: ATTACH COPY OF STATE LICENSE**

Copy of Driver's License or other Proof of Identity (Please attach copy) ■

Will tobacco products be sold at business? ☐ Yes ■ No (If yes, must obtain Tobacco Sales Business License)

Is this a Sexually Oriented Business? ☐ Yes ■ No

List Any Other Business Owned by Applicant (Name & Address): _____

HOME OCCUPATION ORDINANCE: (If Applicable, Applicant must obtain Home Occupation Conditional Use Permit Prior to Obtaining a Business License.) **I will comply with the provisions of the City's Ordinance for Home Occupation**

Signature: James Petersen (Dec 10, 2024 14:39 MST) Date: Dec 10, 2024

Application Completed By (please print): Ciara Roberts, Paralegal on behalf of James Petersen Title: Manager

I understand that falsifying any information on this application constitutes sufficient cause for Rejection or Revocation of my License. I also understand that the City License Officer may require additional information as permitted by the City Ordinance, and also agree to supply the same as part of this application.

Authorized Applicant signature: James Petersen (Dec 10, 2024 14:39 MST) Date: Dec 10, 2024

****Note: No Business License will be issued without Proof of Registration of Business Name with the State of Utah and a Copy of all Documents Requested.**

OFFICE USE: Home Occupation Issued? [Yes] [No] CUP Fee Collected? [Yes] [No] Copy Attached? [Yes] [No]

Proof of Registration with the State? [Yes] [No] Copy of Current State License? [Yes] [No]

Fire Safety Inspection Date: _____

License Fee: $ _____ Late Fee: $ _____ City Approved by: _____ City License # _____

Santa Clara Business License Application (Rev. 2024)

Final Audit Report 2024-12-10

Created:	2024-12-10
By:	Lance Haynie (lhaynie@sccity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA56JasEQeaINVCD2vyk_cbk4G9oygOUrD

"Santa Clara Business License Application (Rev. 2024)" History

Web Form created by Lance Haynie (lhaynie@sccity.org)
2024-03-20 - 6:56:19 PM GMT

Web Form filled in by James Petersen (Ciara@yorkhowell.com)
2024-12-10 - 9:39:07 PM GMT

Email verification link emailed to James Petersen (Ciara@yorkhowell.com)
2024-12-10 - 9:39:08 PM GMT

Email viewed by James Petersen (Ciara@yorkhowell.com)
2024-12-10 - 9:39:26 PM GMT

E-signature verified by James Petersen (Ciara@yorkhowell.com)
2024-12-10 - 9:39:26 PM GMT

Agreement completed.
2024-12-10 - 9:39:26 PM GMT

Adobe Acrobat Sign

Carmines
Snow Canyon

FINE DINING + COCKTAIL LOUNGE

STARTERS & SALADS

CHEESE PLATE 11
Assorted Artisan Cheeses, Fig Jam, fresh Breads

BRUSCHETTA 9
Heirloom Tomatoes, Fresh BAsil, Grilled Country Bread, Olive Oil, Aged Balsamic

PROSCIUTTO 10
Balsamic Poached Pear, Walnut, Arugula, and Chèvre

HONEY LAVENDER CURED DUCK 13
Overnight Cured Duck, Hints of Lavender, Local Honey, Seared Duck

CURRIED CALAMARI 12
Yellow Curry, Grilled Onions, Charred Vegetables

TRADITIONAL CAESAR SALAD 8
Tableside Crisp Romaine, Croutons, Creamy Caesar Dressing, Parmesan

PASTA & NOODLES

HOUSE MADE MUSHROOM RAVIOLI VG 22
Roasted Butternut Squash

SHRIMP & NOODLES 26
Shiitake Mushrooms, Udon Noodles, Garlic Sauce, Seared Shrimp, Micro Basil

LOBSTER & ORZO 29
Maine Lobster Tail, Lemon Chive Butter Sauce, Orzo with Capers & Chives

ENTREES

BEEF TENDERLOIN 32
Creamy Polenta, Seared 6oz Beef Tenderloin, Black Peppercorn Sauce, Watercress

CHICKEN PARMESAN 24
Parmesan Crusted Chicken Breast, San Marzano Tomato Sauce, Linguini, Caprese Salad

CIOPPINO 28
Mussels, Clams, Shrimp, Cod, San Marzano tomatoes, Fresh Herbs, Garlic Parmesan Crostini

CHARRED STEAK & VEGETABLES 28
Peppered Flank Steak, Charred Greens, Sweet Potato Puree, Charred Vegetables, Glace de Viande

WHITE

Colterenzio Pinot Grigio 8
Italy 2008

Mudhouse Sauvignon Blanc 8.5
New Zealand 2010

Graham Beck Chenin Blanc 7.5
South Africa 2009

Charles & Charles Syrah Rose 6
Columbia Valley 2010

Novelty Hill Viognier 9.5
Columbia Valley 2009

RED

Gouguenheim “Valle Escondido” malbec 6
Argentina 2009

Belle Glos Meiomi Pinot Noir 8.5
California 2009

Gerard Bertrand Pic Saint Loup 8
France 2005

Tangley Oaks Merlot 9.5
Napa 2008

LIQUORS

Grey Goose Vodka 7

Beefeater Gin 6

Hendricks Gin 6

Buchanans Deluxe 12yr Scotch 7

Jack Daniel's Whiskey 6

Maker's Mark Bourbon 7

1792 Full Proof Bourbon 7

Knob Creek Bourbon 5

Bacardi Rum 5

Captain Morgan Spiced Rum 6

Consumer Advisory: Consumption of undercooked meat, poultry, eggs, or seafood may increase the risk of food-borne illnesses. Alert your server if you have special dietary requirements.

CANYON CREST CAFE

LUNCH & DINNER CAFE HOURS

Monday - Saturday 11:30am - 2:00pm
4:30pm to 8:00pm

SOUPS & SALADS

Creamy Tomato - Roasted Red Pepper Soup 4
great paired with our signature grilled cheese

House Special Salad VG 5
crisp lettuce, mandarin oranges, red cabbage, peas, cucumbers, olives, shredded carrots - choice of dressing

Cobb Salad GF 6
grilled chicken, avocado, tomatoes, hard boiled egg, green onions, bacon, bleu cheese - choice of dressing

Spinach Salad 5
baby spinach tossed with bacon, red onion, walnuts - balsamic vinaigrette

Antipasto Salad GF 6
mixed greens, olives, feta, artichokes, roasted peppers, cherry tomatoes, pepperoncini - balsamic vinaigrette

Grilled Chicken Caesar 7
crisp romaine, parmesan reggiano, creamy caesar dressing, grilled chicken, croutons

SANDWICHES & WRAP

Aged Cheddar Grilled Cheese VG 8
texas toast, aged cheddar cheeses, lots of butter

Garden Burger VG 9
bean 7 grain based vegetable patty, lettuce, tomato, chipotle mayo, whole grain bun

Hummus & Grilled Vegetable Wrap VG 8
house made hummus, balsamic marinated squash, tomatoes, spring mix, roasted red peppers

Salmon Burger 9
salmon, peppers, cilantro, green onions, garlic, ginger, hoisin glaze, pickled cucumbers, shaved carrots, shredded carrots

Portobello Sloppy Joe VG 7
diced portobello mushrooms, tomato sauce, pickled red cabbage, whole grain bun

All Sandwiches Come with Choice of House Salad, Fresh Fruit, French Fries

ENTREES

Sweet Chili Salmon GF 18
pan seared salmon with sweet thai chili sauce

Beef Medallions 20
3 medallions cooked to your preference with mushroom demi

Pesto Crusted Turkey Cutlet 16
pan fried turkey cutlet, pesto, panko bread crumbs, tomato red pepper sauce

House Ground Beef Burger 12
brisket, short rib, chuck ground beef patty, aged cheddar, lettuce, tomato, fresh baked bun

Sauteed Garlic Shrimp GF 19
butter, white wine, garlic, lemon

Please Choose 2 of The Following Sides
rice pilaf, baked potatoes, chef's choice vegetables, french fries, sweet potato mash, marinated grilled vegetables

DESSERTS

Peach Cobbler 4
oat topping brown sugar, peaches, add vanilla ice cream upon request

NY Cheesecake 6
raspberry coulis, fresh berries, whipped topping

Ice Cream of the Week 3
please ask your server for this week flavor

Creme Brulee 4
vanilla bean creme brulee with whipped topping

Pumpkin Pie 5
fresh baked pumpkin pie with whipped topping

CANYON CREST CAFE

wine

Kendall Jackson VR Chardonnay 20/4.5
Santa Rosa, California

Rodney Strong Chardonnay 35/6.5
Sonoma County, California

Yalumba Y Series Viogner 28/6
Barossa Valley, Australia

Chemistry Pinot Gris 15/4.5
Wilamette Valley, Oregon

Bogle Zinfandel Old Vine 23/5.5
Clarksburg Region, California

Beringer Cabernet Founders 20/4.5
Nappa Valley, California

Penfolds Shiraz-Cabernet-Sauvignon 44/8
Koonunga Hill, Australia

14 Hands Merlot 25/5.5
Columbia Valley, Washington

drafts & hard seltzer

Little Foot Draft 6
American Amber Ale with toasted malt and mild piney hop character

Color Country 6
Belgian Abbey Ale with rich fruity aroma and flavor and a lingering sweet caramel finish

High Noon Grapefruit 7
Fizzy, citrusy, and slightly sassy, but so refreshing

High Noon Peach 7
Bursting with fresh-picked, sun-drenched, perfectly ripe flavors

from the bar

360 Vodka 7

Copper Dog Scotch 6

1792 Full Proof Bourbon 7

1800 Tequila Reposado 8

Barcardi Gold Rum 7

Captain Morgans Rum 6

Grey Goose Vodka 7

Crown Royal 8

Beefeater Gin 6

Canadian Club Whisky 7

Knob Creek Bourbon 5

Buchananas Delux 12yr Scotch 7

Hendricks Gin 6

Glendiddich Reserve 12yr Whisky 9

JUNCTION
Bar & Bistro

wine

Kendall Jackson VR Chardonnay 20/4.5
Santa Rosa, California

Rodney Strong Chardonnay 35/6.5
Sonoma County, California

Yalumba Y Series Viogner 28/6
Barossa Valley, Australia

Chemistry Pinot Gris 15/4.5
Wilamette Valley, Oregon

Bogle Zinfandel Old Vine 23/5.5
Clarksburg Region, California

Beringer Cabernet Founders 20/4.5
Nappa Valley, California

Penfolds Shiraz-Cabernet-Sauvignon 44/8
Koonunga Hill, Australia

14 Hands Merlot 25/5.5
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drafts & hard seltzer

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High Noon Grapefruit 7
Fizzy, citrusy, and slightly sassy, but so refreshing

High Noon Peach 7
Bursting with fresh-picked, sun-drenched, perfectly ripe flavors

mocktails

Blue Hawaiian 6
lemonade, blue curacao, soda water

Cranberry Basil Sangria 5
cranberry juice, orange juice, apple, seltzer

Designated Appletini 5
apple juice, simple syrup, lemon juice

Mango Mule 6
honey syrup, mango puree, ginger beer

Pineapple Mint Mojito 5
mint, stevia, pineapple juice, club soda

Seedlip Spice & Tonic 5
seedlip spice 94, tonic water, grapefruit

Shirley Temple 3
ginger ale, grenadine, cherry

Virgin Mary 6
tomato juice, hot sauce, Worcestershire sauce, pepper

from the bar

360 Vodka 7

Copper Dog Scotch 6

1792 Full Proof Bourbon 7

1800 Tequila Reposado 8

Barcardi Gold Rum 7

Captain Morgans Rum 6

Grey Goose Vodka 7

Crown Royal 8

Beefeater Gin 6

Canadian Club Whisky 7

Knob Creek Bourbon 5

Buchananas Delux 12yr Scotch 7

Hendricks Gin 6

Glendiddich Reserve 12yr Whisky 9

fun bites

Parmesan - Rosemary Chicken Wings 7
6 bone in chicken wings tossed in our signature sauce

Chicken Salad Sliders 7
2 mini croissants, grape & feta chicken salad, mixed greens

Ballpark Dog 6
steamed Nathan's hot dog with all the fixens

Margarita Flatbread 8
fresh tomatoes, buffalo mozzarella, fresh basil, olive oil, balsamic reduction

Leftover Meatloaf Open Face Sandwich 9
house made meatloaf, mushroom gravy, thick cut brioche bread, green beans

tapas bar

Shrimp & Chorizo Skewers 4
4 16/20 shrimp, chorizo, tequila lime buerre blanc

Seafood Paella 5
basmati rice, peppers, shrimp, chefs choice fish, saffron, fresh herbs

Charcuterie Board 6
assorted cured meats, assorted artisan cheese, dried fruits, grapes, fresh baked breads

Swedish Meatballs 4
pork & beef meatballs, mushrooms, sour cream, veal demi, fresh berry jam

Roasted Vegetable Salad 4
grilled marinated zucchini, yellow squash, mushrooms, roasted red bell peppers, balsamic, olive oil, fresh herbs

Pumpkin Chiffon Tarts 3
pumpkin puree, whipped cream, allspice, sweet tart shell

Hours of Operations

Junction Bar & Bistro
11:00am to 8:00pm Monday to Sunday

Tapas Bar Tuesday & Thursday
11:00am to 2:00pm
4:00pm to 7:00pm


Carmines
Sq Ft: 960
Seating: 30
Canyon Crest Cafe
Sq Ft: 1,100
Seating: 34
Junction Bar & Bistro
Sq Ft: 840
Seating: 24
POS Location
Locked Storage
Serving Area
Dispensing Area
Carmines
Canyon Crest Cafe
Junction Bar & Bistro
2 is hush charcoal

SNOW CANYON RETIREMENT COMMUNITY LLC
dba SNOW CANYON RETIREMENT COMMUNITY
RASP
Responsible Alcohol Service Plan

The goal of Snow Canyon Retirement Community LLC dba Snow Canyon Retirement Community ("SCRC") is to provide responsible alcohol service to our patrons in a manner which conforms to SCRC's policies and procedures and to Utah state laws. We desire to provide a safe and comfortable environment for our customers and employees. We are also committed to actions that will help reduce drunk driving and prevent service of underage customers. Accordingly, all employees are required to follow the procedures listed below:

- The sale or service of alcoholic beverages during hours not authorized by law is absolutely prohibited.
- No employee shall serve beer, wine or liquor to any person under the age of 21 years.
- Prior to being served an alcoholic beverage, any person appearing to be 35 years of age or younger will be asked to present valid identification. Employees must be presented with valid identification to verify that the guest is of legal drinking age.
- Employees shall physically examine all forms of identification, out of protective covers, by touching and handling it to ensure that it is a valid form of identification.
- Employees must verify the age of any individual appearing to be 35 years of age or younger prior to delivering an alcoholic beverage to said guest. If seating is available at the bar, electronic age verification devices will also be in place and be utilized for verifying the age of any individual who appears to be under the age of 35.
- Proper and standardized signage will be posted on the premise at all times, stating the legal age for the purchase of alcoholic beverages, identification policies of this establishment, cut-off times for the sale and service of alcohol, or any other signage requirements dictated by applicable local or state regulations. Proper, standardized signage shall be displayed at eye level or above.
- The sale of alcoholic beverages to an obviously intoxicated guest is prohibited. Any employee found serving beer, wine or liquor to anyone who appears to be intoxicated is in violation of the SCRC's RASP standards and will be subject to disciplinary action up to and possible termination.
- If an employee observes an intoxicated guest with an alcoholic beverage, service of alcohol to that guest shall be immediately cutoff. Steps will be taken by the employee to handle hostile patrons in such a way as to not escalate the situation (i.e., notifying manager, etc.).
- SCRC will suggest, assist and/or arrange alternative means of transportation (Uber, Lyft, or cab service) to any intoxicated guest.
- As a condition of employment with SCRC, employees must possess any applicable certifications and responsible alcohol training to meet local, state or any other mandates to serve alcohol within the location's jurisdiction.
- SCRC shall ensure that all existing employees and new hires involved with the service of alcohol have completed the on-line or in-person required training and properly certified to serve alcohol.
- SCRC will conduct responsible alcohol services training(s) as needed. Training sessions shall include, but not limited to:
    - identifying legal forms of identification
    - discussion of identification check techniques
    - identifying behavioral signs of intoxication, such as, irrational, argumentative, emotional
    - identifying physical signs of intoxication, such as, slurred speech, falls down, sleepy
    - discussion of criminal, civil and administrative penalties and fines for over serving, selling, serving or furnishing alcohol to persons under the age of 21.

Utah State Tax Commission • 210 N 1950 W • Salt Lake City, UT 84137

Exemption Certificate

(Sales, Use, Tourism and Motor Vehicle Rental Tax)

TC-721
Rev. 7/15

Name of business or institution claiming exemption (purchaser) Snow Canyon Retirement Community LLC dba Snow Canyon Retirement Community			Telephone number 385-853-5818
Street address 2778 W Lava Hills Road	City Santa Clara	State UT	ZIP Code 84765
Authorized signature	Name (please print) James Petersen	Title Manager	
Name of Seller or Supplier:	**Department of Alcoholic Beverage Services**	Date 12/4/24	

The signer of this certificate MUST check the box showing the basis for which the exemption is being claimed.

DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION
Keep it with your records in case of an audit.

☒ **RESALE OR RE-LEASE**
Sales Tax License No. 15559656-003-STC

I certify I am a dealer in tangible personal property or services that are for resale or re-lease. If I use or consume any tangible personal property or services I purchase tax free for resale, or if my sales are of food, beverages, dairy products and similar confections dispensed from vending machines (see Rule R865-19S-74), I will report and pay sales tax directly to the Tax Commission on my next sales and use tax return.

☐ **COMMERCIAL AIRLINES**
Sales Tax License No. _____

I certify the food and beverages purchased are by a commercial airline for in-flight consumption; or, any parts or equipment purchased are for use in aircraft operated by common carriers in interstate or foreign commerce.

☐ **RELIGIOUS OR CHARITABLE INSTITUTION**
Sales Tax License No. _____

I certify the tangible personal property or services purchased will be used or consumed for essential religious or charitable purposes. **This exemption can only be used on purchases totaling $1,000 or more, unless the sale is pursuant to a contract between the seller and purchaser.**

_____

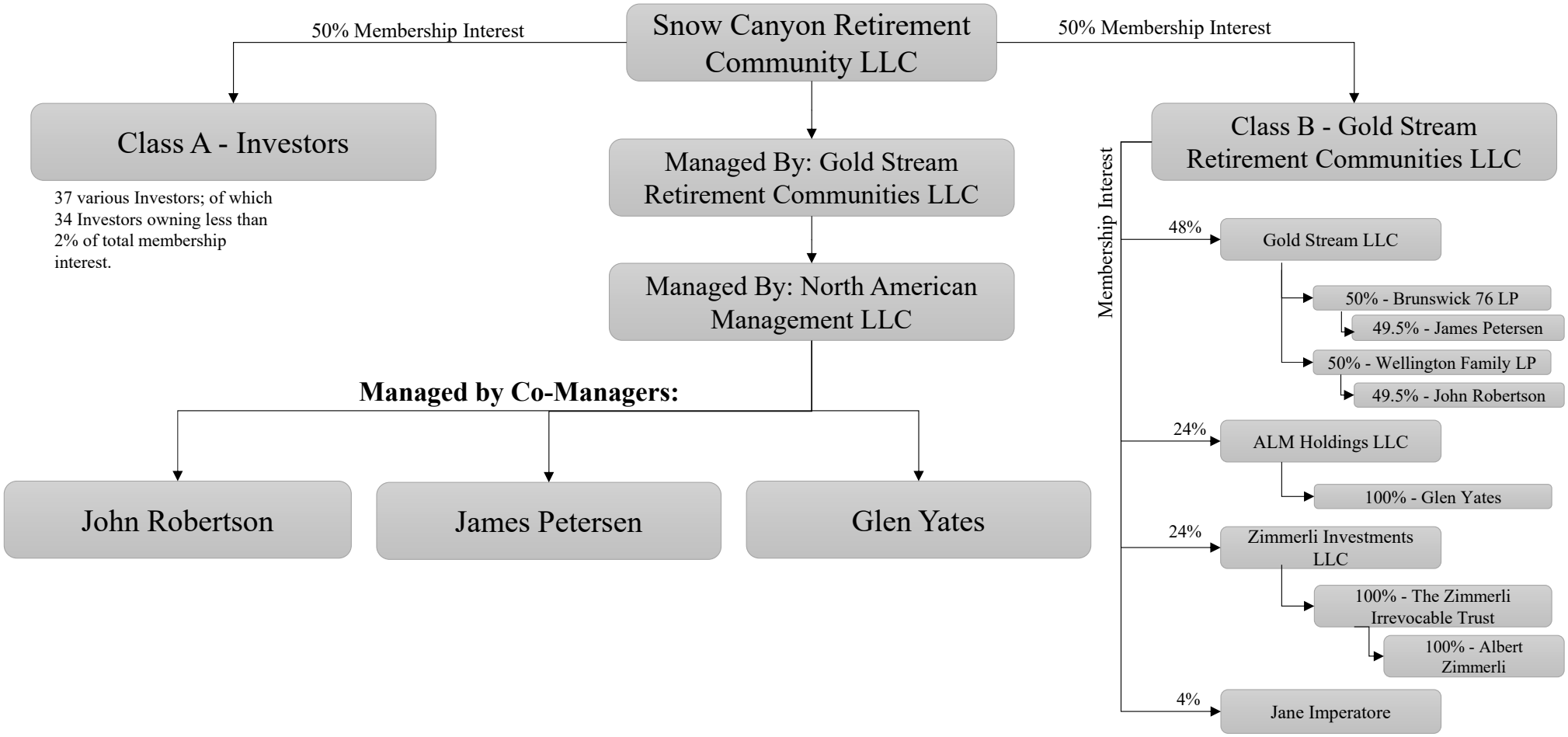
NOTE TO SELLER: Keep this certificate on file since it must be available for audit review. Questions? Email taxmaster@utah.gov, or call 801-297-2200 or 1-800-662-4335.

If you need an accommodation under the Americans with Disabilities Act, email **taxada@utah.gov**, or call 801-297-3811 or TDD 801-297-2020. Please allow three working days for a response.

DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION

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Snow Canyon Retirement Community LLC
Ownership Flow Chart



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Entity Name	Account Name	Class % Ownership	Total % Ownership	Certified US Citizenship	DABS - Industry Member
Class A					
Snow Canyon Retirement Community LLC	Brett C. & Julie T. Hugie Revocable Trust	0.93%	0.46%	Yes	No
Snow Canyon Retirement Community LLC	Bruce & Laura Raile Trust	0.93%	0.46%	Yes	No
Snow Canyon Retirement Community LLC	Carlos Pastor	0.93%	0.46%	Yes	No
Snow Canyon Retirement Community LLC	Casey W. Snow	2.96%	1.48%	Yes	No
Snow Canyon Retirement Community LLC	CIBV Corp	1.85%	0.93%	Yes	No
Snow Canyon Retirement Community LLC	Clark & Christine Ivory Foundation	1.85%	0.93%	Yes	No
Snow Canyon Retirement Community LLC	David & Karen Flood	0.93%	0.46%	Yes	No
Snow Canyon Retirement Community LLC	David F. Ertel	0.93%	0.46%	Yes	No
Snow Canyon Retirement Community LLC	Dennis E. & Mary B. Dahlen	0.93%	0.46%	Yes	No
Snow Canyon Retirement Community LLC	Derik Lolli	1.11%	0.56%	Yes	No
Snow Canyon Retirement Community LLC	Double Dragon Investments LLC	0.93%	0.46%	Yes	No
Snow Canyon Retirement Community LLC	Dudley Family Investments, LLC	11.11%	5.56%	Yes	No
Snow Canyon Retirement Community LLC	Equity Trust Company Custodian FBO #200321851 IRA	2.09%	1.05%	Yes	No
Snow Canyon Retirement Community LLC	Equity Trust Company Custodian FBO #200321868 IRA	1.09%	0.54%	Yes	No
Snow Canyon Retirement Community LLC	Kevin V Roberts Trust Dated July 2, 2007	1.30%	0.65%	Yes	No
Snow Canyon Retirement Community LLC	Lyons Development, LLC	1.85%	0.93%	Yes	No
Snow Canyon Retirement Community LLC	M. Jay Carter & Deborah Lee Carter	1.48%	0.74%	Yes	No
Snow Canyon Retirement Community LLC	Mary Tolan 2019 Trust U/A/D 8/1/2019	1.85%	0.93%	Yes	No
Snow Canyon Retirement Community LLC	McCann Washington, LLC	3.74%	1.87%	Yes	No
Snow Canyon Retirement Community LLC	Melkus Partners LLC	1.85%	0.93%	Yes	No
Snow Canyon Retirement Community LLC	Mickeleen E. Thomas Family Living Trust	1.85%	0.93%	Yes	No
Snow Canyon Retirement Community LLC	Mikelle Dawn Monie Moore Trust	0.93%	0.46%	Yes	No
Snow Canyon Retirement Community LLC	Morphis Family Trust	0.93%	0.46%	Yes	No
Snow Canyon Retirement Community LLC	Peachtree Investors LLC	3.70%	1.85%	Yes	No
Snow Canyon Retirement Community LLC	Renouf Family Trust	3.70%	1.85%	Yes	No
Snow Canyon Retirement Community LLC	SCRC Holdings, LLC	25.93%	12.96%	Yes	No
Snow Canyon Retirement Community LLC	Snow Canyon Growth LLC	5.67%	2.83%	Yes	No
Snow Canyon Retirement Community LLC	The 2018 Shearburn GST Trust	1.85%	0.93%	Yes	No
Snow Canyon Retirement Community LLC	The Audrey F. Leach Revocable Trust	3.70%	1.85%	Yes	No
Snow Canyon Retirement Community LLC	The Eric Laub Separate Property Trust u/a/d 2/18/2016	0.93%	0.46%	Yes	No
Snow Canyon Retirement Community LLC	The Jeffrey Thomsen Revocable Trust	3.70%	1.85%	Yes	No
Snow Canyon Retirement Community LLC	Thomas A. Scully	0.93%	0.46%	Yes	No
Snow Canyon Retirement Community LLC	Thomas P. Pollihan Spousal Lifetime Access Trust dtd 12/17/15	0.93%	0.46%	Yes	No
Snow Canyon Retirement Community LLC	Tom & Lisa Gossett	0.93%	0.46%	Yes	No
Snow Canyon Retirement Community LLC	White Peak Properties, LLC	1.48%	0.74%	Yes	No
Snow Canyon Retirement Community LLC	Wiley Family Investments, LLC	0.93%	0.46%	Yes	No
Snow Canyon Retirement Community LLC	Zimmerli Investments LLC	1.30%	0.65%	Yes	No
Total Class A		**100.00%**	**50.00%**		
Class B					
Snow Canyon Retirement Community LLC	Gold Stream Retirement Communities LLC	100.00%	50.00%	Yes	No
Total Class B		**100.00%**	**50.00%**		

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Notice of Operational Control of Snow Canyon Retirement Community LLC

To Whom it May Concern:

This letter is being furnished by **Snow Canyon Retirement Community LLC dba Snow Canyon Retirement Community** ("**Applicant**") in connection with Applicant's applications for various licenses (facility, local business and alcohol, DABS full-service restaurant, etc.) for its new senior living/retirement community located in Santa Clara, Utah.

Provided herewith is the organizational chart of Applicant illustrating the ownership and management structure of Applicant. As reflected in the organizational chart, Applicant is owed 50% by Class B Member, Gold Stream Retirement Communities LLC, and 50% by Class A Members ("Class A") who are passive investors in the Applicant. No Member of Class A holds more than a 13% interest in Applicant (only 1 Class A Member holds a 13% interest, and the remainder of Class A Members hold interests in Applicant from 0.465% to 6% each). The Class A investors do not hold decision-making control over the management or operations of Applicant, this is because the current Operating Agreement requires 66.67% approval by all members to change the Managing Member. Therefore, Class A members have no authority to make any change without the voting approval of Gold Stream Retirement Communities LLC.

The Members (Class A and Class B) of Applicant, through the First Amended and Restated Operating Agreement, have designated Gold Stream Retirement Communities LLC as the "Managing Member" of the Applicant. As Managing Member, Gold Stream Retirement Communities LLC has been given *exclusive authority to make **all** decisions pertaining to the management of the Applicant*.

Gold Stream Retirement Communities LLC, the Managing Member of Applicant, is Managed by North American Management LLC ("Gold Stream Manager"), which is managed by three individual co-managers, James Petersen, John Robertson, and Glen Yates (collectively "Co-Managers"). Accordingly, the Co-Managers, James Petersen, John Robertson, and Glen Yates are the authorized signatories on behalf of the Managing Member of Applicant and Applicant, Snow Canyon Retirement Community LLC.

If you have concerns or questions relating to the foregoing, please reach out to our legal counsel, Erin Stone (erin@yorkhowell.com, (801) 918-9436), and we would be happy to provide any additional information if helpful.

Best,

Applicant: Snow Canyon Retirement Community LLC

Managing-Member: Gold Stream Retirement Communities LLC

Managed by: North American Management LLC

Co-Managed by: James Petersen, John Robertson, and Glen Yates (signatures below)

Signed by:
James Petersen
EA3ED7C5E2E24D6...
James Petersen

Signed by:
1621220C4ECA473...
John Robertson

DocuSigned by:
Glen Yates
2D5FAB3E7DE542B...
Glen Yates

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MANAGEMENT AGREEMENT

between

GOLD STREAM RETIREMENT COMMUNITIES LLC,
a Utah limited liability company

and

CPF GRACE MANAGEMENT – SNOW CANYON, LLC,
a Delaware limited liability company

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MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("**Agreement**") is made as of July 17, 2024 by and between **GOLD STREAM RETIREMENT COMMUNITIES LLC,** a Utah limited liability company ("**Operator**") and **CPF GRACE MANAGEMENT – SNOW CANYON, LLC,** a Delaware limited liability company ("**Manager**").

RECITALS

A. Operator operates certain property located at 2778 Lava Hills Road, Santa Clara, UT 84765 (the "**Property**"), which is improved with a senior housing community commonly known as "Snow Canyon Retirement Community" consisting of an independent living and assisted living facility and all amenities and improvements related thereto (the "**Community**"), pursuant to that certain Lease Agreement dated of even date herewith by and between Snow Canyon Retirement Community LLC, a Utah limited liability company ("**Owner**"), as landlord and Operator as tenant (the "**Operating Lease**").

B. Operator desires that Manager provide services to manage the Community which Manager is willing to do on the terms stated herein.

NOW, THEREFORE, in consideration of the covenants contained herein and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

When used in this Agreement, the following terms shall have the following meanings:

"**Affiliate**" means with respect to any Person, any relative of the Person in question, if such Person is an individual, or any other Person directly or indirectly Controlled by, Controlling or under common Control with the Person in question. For the purposes of this Agreement, "Control" when used with respect to any specified Person means the power to direct the management and policies of that Person, directly or indirectly, whether through the ownership of voting securities or other beneficial interest, by contract or otherwise or any Person who owns, directly or indirectly, ten percent (10%) or more of the equity interest of the Person in question; and the terms "Controlling" and "Controlled" have the meanings correlative to the foregoing.

"**Agreement**" shall have the meaning set forth in the preamble hereof.

"**Annual Business Plan**" shall mean the business plan for the Community that is prepared by Manager and approved by Operator in accordance with Section 2.12 below. The business plan shall include, without limitation, an Operating Budget, a Capital Budget, forecasted reserves (including operating reserves) and a leasing and marketing plan for the year in question.

"**Approved Budget**" shall have the meaning set forth in Section 2.6(B).

"**Approved Capital Budget**" shall have the meaning set forth in Section 2.6(B).

"**Approved Operating Budget**" shall have the meaning set forth in Section 2.6(B).

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"**Auditor**" means a nationally or regionally recognized accounting firm regularly providing audit services.

"**Bankruptcy Event**" when used with reference to any Person, shall be deemed to occur (i) when the Person (A) makes an assignment for the benefit of creditors, (B) files a voluntary petition in bankruptcy, (C) is adjudged bankrupt or insolvent or has entered against it an order for relief in any bankruptcy or insolvency proceeding, (D) files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, (E) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief or (F) seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Person or of all or any substantial part of its properties (other than a fiduciary of a deceased individual's estate), (ii) one hundred twenty (120) days after the commencement of any proceeding against the Person seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or (iii) ninety (90) days after the appointment without its consent or acquiescence of a trustee, receiver or liquidator of the Person or of all or any substantial part of its properties, if the appointment is not vacated or stayed, or within ninety (90) days after the expiration of any such stay, if the appointment is not vacated.

"**Budgeted NOI**" means the amounts shown as Property NOI on the Approved Budgets established for the Property by the parties pursuant to the procedure set forth in Section 2.6.

"**Business Day**" means any day other than Saturday, Sunday or any other day on which banks or savings and loans associations in New York or Utah are open for business.

"**Capital Budget**" shall have the meaning set forth in Section 2.6(A).

"**Capital Expenditures**" means capital expenditures with respect to the Community and the Property in accordance with reasonable accounting procedures consistently applied, including, without limitation, improvements to the Community and Property, and capitalizable costs related to executed Leases, including leasing commissions and legal fees.

"**Casualty**" means any damage to, or destruction of the Property or improvements or any part thereof from fire, wind, flood or other casualty, or damage resulting from any interruption of utility services as a result of the foregoing which continues for more than twenty-four (24) hours.

"**Claims**" shall have the meaning set forth in Section 5.2(D).

"**Community**" shall have the meaning set forth in the recitals hereof.

"**Condemnation**" means any condemnation or other taking or temporary or permanent requisition of the Property, any part thereof, any interest therein or any right appurtenant thereto, or any change of grade affecting the Property, as the result of the exercise of any right of condemnation or eminent domain. A conveyance in lieu or in anticipation of condemnation shall be deemed to be a Condemnation.

"**Confidential Information**" shall have the meaning set forth in Section 8.1.

"**Contracts**" means the agreements, contracts and obligations (other than the Leases) now or hereafter in effect and relating to the Property and the Community, including any leases for concessionaires or other Persons occupying a portion of the Community other than Residents and any Shared Contract relating in whole or in part to the Property and the Community.

"**Contract Year**" means (i) the period beginning on the Effective Date and ending on the day prior to the one (1) year anniversary of the Effective Date, and (ii) each twelve (12) month period thereafter.

"**Control**" has the meaning set forth in the definition of Affiliate.

"**Effective Date**" shall mean the date hereof.

"**Event of Default**" shall have the meaning set forth in Section 3.3.

"**Expiration Date**" shall mean, unless earlier terminated, the last day of the month that is sixty (60) months following the Effective Date.

"**Facility Employees**" shall have the meaning set forth in Section 2.3.

"**FF&E**" shall mean furnishings, fixtures and equipment necessary to the operation of the Community.

"**Financing**" means any financing arrangement with respect to the Community.

"**GAAP**" shall mean generally accepted accounting principles.

"**Governmental Approvals**" means all licenses, permits or approvals issued by any Governmental Authority necessary for the operation of the Community.

"**Governmental Authority**" means any federal, state or local governmental agency or any political subdivision thereof which has or may have jurisdiction over the Property, the operation of the Community, or the provision of services to the Residents.

"**Healthcare License**" shall mean, collectively, (i) an Assisted Living Facility: Type II issued by the Utah Department of Health and (iii) all other healthcare licenses, permits, and approvals necessary to operate independent living and assisted living units at the Property.

"**Home Office Personnel**" shall mean the corporate office, divisional or regional supervisory employees of Manager.

"**Incentive Fee**" shall have the meaning set forth in Section 4.2(A).

"**Indemnitor**" shall have the meaning set forth in Section 5.2(D).

"**Indemnitee**" shall have the meaning set forth in Section 5.2(D).

"**Initial Term**" means the period of time commencing on the Effective Date and ending on the Expiration Date.

"**Insurance Requirements**" means all terms of any insurance policy covering or applicable to the Property, all requirements of the issuer of any such policy and all orders, rules, regulations and requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) now or hereafter applicable to the Properties, any adjoining vaults, sidewalks, streets or way, or any use or condition of any thereof.

"**Interest Expense**" means all interest payments due under any Financing.

"**Key Facility Employee**" shall have the meaning set forth in Section 2.3(C).

"**Lease**" means an agreement with a Resident by which the Resident occupies a portion of the Community.

"**Licensure Violation**" means any violation of, or non-compliance with, Requirements that has an impact on any Healthcare License (whether such violation or failure has been cured or dismissed).

"**Management Fee**" shall have the meaning set forth in Section 4.1.

"**Manager**" shall have the meaning set forth in the preamble hereof.

"**Manager Parties**" shall mean Manager, its Affiliates, and their respective directors, managers, officers, Home Office Personnel, contractors, representatives, and agents.

"**Manager Indemnified Claims**" shall have the meaning set forth in Section 5.2(A).

"**Marketing Plan**" shall have the meaning set forth in Section 2.5.

"**Material Licensure Violation**" means any Licensure Violation that (i) causes the probation, suspension, revocation, or non-renewal of any Healthcare License or a restriction on current or future leasing or occupancy, (ii) could, alone or together with other Licensure Violations, reasonably result in the probation, suspension, revocation, or non-renewal of any Healthcare License or a restriction on current or future leasing or occupancy, or (iii) will, alone or together with other Licensure Violations, [redacted], in the aggregate, to cure, as determined by Operator in good faith.

"**Non-Discretionary Expenses**" shall have the meaning set forth in Section 2.6(B).

"**Operating Account**" shall have the meaning set forth in Section 6.6(A).

"**Operating Budget**" shall have the meaning set forth in Section 2.6(A).

"**Operating Expenses**" means with respect to the Community, all ordinary and necessary expenses incurred in operating the Community, costs related to the employment of the Facility Employees, costs of repairs and renovations which are not Capital Expenditures, other items shown in the Approved Budgets, costs of insurance required to be carried by Manager for the Property, but shall not include Interest Expense, taxes, depreciation, amortization, write down or write off of good will, funding of replacement reserves, Capital Expenditures, expenses of senior representatives of Manager traveling to the Facility pursuant to Section 2.2(W), casualty losses or expenditures related to a Casualty or Condemnation, or any extraordinary expenses.

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"**Operator**" shall have the meaning set forth in the preamble hereof.

"**Operator Indemnified Claims**" shall have the meaning set forth in Section 5.2(B).

"**Operator Placed Insurance**" shall have the meaning set forth in Section 5.1(A).

"**Operating Lease**" shall have the meaning set forth in the recitals hereof.

"**Owner**" shall have the meaning set forth in the recitals hereof.

"**Property**" shall have the meaning set forth in the recitals hereof.

"**Proposed Annual Business Plan**" shall have the meaning set forth in Section 2.12(A).

"**Proposed Budget**" shall have the meaning set forth in Section 2.6(A).

"**Property NOI**" means Total Revenue minus Operating Expenses, as to the Property, as reflected in the financial statements prepared by Manager in accordance with this Agreement.

"**Renewal Term**" shall have the meaning set forth in Section 3.1.

"**Requirements**" means (i) all federal, state, and local statutes, laws, common law, rules, regulations, ordinances, codes, guidance, policies, or other legal requirements of any Governmental Authority, stock exchange, board of fire underwriters and similar quasi-governmental authority, and (ii) any judgment, injunction, order or other similar requirement of any court or other adjudicatory authority of competent jurisdiction, in effect at the time in question and in each case to the extent the person or property in question is subject to the same

"**Resident**" means any occupant of a living unit within the Community.

"**Sale Event**" means the bona fide sale or other disposition, whether directly or indirectly, to an unrelated independent third party pursuant to an arms-length written contract, of (i) the Community or (ii) the membership interest in the Owner, Operator or other entity that wholly owns Owner or Operator.

"**Shared Contract**" shall have the meaning set forth in Section 2.4(B).

"**Term**" means the Initial Term as may be further extended pursuant to Section 3.1.

"**Termination Notice**" shall have the meaning set forth in Section 3.2.

"**Third Party Contract**" shall have the meaning set forth in Section 2.3(B).

"**Total Revenue**" means with respect to the Community, all revenues derived from operating the Community and all departments and parts thereof that are actually collected by Operator, all of which shall be determined in accordance with GAAP, including, but not limited to: (a) monthly occupancy fees, (b) service income, (c) all other fees and payments whatsoever received from Residents of the Community, (d) income from food and beverage and catering sales, (e) income from vending machines, and (f) proceeds, if any, from business interruption insurance (to the extent such insurance either reimburses on the basis of gross revenues or otherwise covers all expenses including Manager's compensation). Notwithstanding the foregoing, Total Revenue

shall not include any of the following: (i) processing and transaction fees incurred by Operator or Manager to collect such revenues; (ii) federal, state or municipal excise, sales or use taxes or similar taxes at the point of sale and collected directly from Residents or guests of the Community or included as part of the sales price of any goods or services; (iii) proceeds from the sale of FF&E or any other capital asset; (iv) proceeds of any financing or refinancing of the Community or any portion thereof; (v) proceeds of any insurance policy (except business interruption insurance as provided above) or Condemnation; (vi) proceeds from any sale of the Community or any other capital transaction; (vii) Resident funds on deposit or security deposits until such time as the same are applied to current fees due for services rendered for the Community; (viii) awards of damages, settlement proceeds and other payments received by Operator in respect of any litigation other than litigation to collect fees due for services rendered from the Community; (ix) payments under any policy of title insurance; (x) interest or investment income; and (xi) gratuities received by any Facility Employee. For avoidance of doubt, Total Revenue shall not include bad debt, any free rent, or any other concession granted to any Resident.

"**Transfer**" shall mean, whether voluntarily or by operation of law, directly or indirectly, any sale, conveyance, disposition, assignment, pledge, mortgage, encumbrance, setting over, hypothecating or other transfer.

"**Variance Threshold**" shall refer to the actions permitted under Section 2.7(A) in accordance with the limitations set forth therein.

Other terms are defined in the body of this Agreement.

2. MANAGEMENT SERVICES

2.1 *Appointment of Manager.*

Manager is hereby designated and appointed by Operator as the Manager of the Community and, subject to the Approved Budget and the limitations set forth in Section 2.7, Manager shall have the right to direct, supervise, manage and operate the Community from and after the Effective Date in accordance with the provisions of this Agreement. Manager accepts such appointment subject to, and agrees to perform the duties of Manager in accordance with the terms and conditions of this Agreement.

2.2 *Duties of Manager.*

Manager, at Operator's expense, shall perform the duties described in this Section 2.2 below for the period commencing on the Effective Date and ending on the last day of the Term, and Operator hereby grants Manager the authority to perform the indicated services:

(A) prepare Marketing Plans, Operating Budgets, Capital Budgets, and Annual Business Plans as required by the terms of this Agreement;

(B) prepare and maintain all required documents, records and filings necessary to maintain in effect all Governmental Approvals; implement procedures and programs necessary to maintain in effect Governmental Approvals and materially comply with all Requirements; make regular evaluations of the performance of all departments of the Community sufficient to ensure that the Community is in material compliance with all Requirements and Governmental Approvals

and if necessary, implement such procedures as are necessary to keep and/or bring the Community into such material compliance;

(C) coordinate the hiring and retention of Facility Employees (as defined below) for the Community; develop and implement qualitative and quantitative performance objectives for Facility Employees; adopt an employee handbook; and supervise, promote, direct, assign and discharge all such Facility Employees;

(D) subject to the terms of Section 2.4, enter into, in the name of and for the benefit of Operator, all Contracts necessary for the operation and maintenance of the Community (including for example all food, beverage and other supply agreements or third party services to the Residents), in the manner required by this Agreement and consistent with the Approved Budget for the Community (subject to the Variance Threshold);

(E) coordinate the issuance of appropriate bills for services and materials furnished by the Community and take such actions as may be reasonably necessary to collect accounts receivable and monies owed to the Community. Manager shall have the right to enforce Operator's rights as creditor under any Contract, Leases or in connection with rendering any services for purposes of collecting, on behalf of Operator, accounts receivable and monies owed the Community;

(F) develop, prioritize, supervise and conduct a program of regular maintenance and repair of the Community, replacement of FF&E, and re-furbishing of and improvements to the Community and make recommendations with respect to reserves therefor;

(G) develop and implement a program of recreational activities for the Residents and administer, supervise and schedule all Resident and other services of the Community, including the operation of food, barber, beautician and other ancillary services as applicable;

(H) develop a form of Lease and execute all Leases, as agent of Operator, provided that (i) any form of Lease must be approved by Operator before being used by Manager, (ii) each Lease shall be entered into in the name of and on behalf of Operator and state that Manager is acting as agent on behalf of Operator with respect to entry into such Lease, and (iii) each Lease shall not have a term less than twelve (12) months or longer than two (2) years without the prior consent of Operator (unless such longer term is reflected in the Approved Budget), provided, notwithstanding the foregoing, the term of each Lease shall comply with the requirements set forth in the loan documents evidencing the Financing;

(I) develop Resident manuals and satisfaction surveys;

(J) coordinate the orderly payment of the obligations of Operator and the Community hereunder, including without limitation, accounts payable, employee payroll, amounts due on indebtedness, taxes and insurance premiums;

(K) institute procedures for charging Residents for services, and for collecting the charges from the Residents or third parties, such collection efforts to be in compliance with the terms of each Resident's Lease and all Requirements;

(L) develop policy and procedure manuals relating to the operation of the Community;

(M) use reasonable efforts to ensure that the Community is operated in a manner consistent with the best industry standards; acquire or develop, and implement, educational programs, training and workshops for employees at the Community which stress the responsibilities of the business conducted at the Community, and develop and maintain programs which encourage and provide incentives for participation in such programs, training and workshops;

(N) obtain and maintain the insurance coverage required under this Agreement, the Operating Lease, any Financing, and all Requirements; take such action as may be necessary to satisfy the Insurance Requirements;

(O) coordinate the payment of any federal, state or local taxes, assessments or other governmental charges imposed on the Community or the Property;

(P) contest by appropriate legal proceedings, diligently conducted in good faith in the name of Operator, the validity or application of any law, ordinance, rule, regulation, order or requirement of any Governmental Authority (including without limitation the validity or amount of any tax or the imposition of any assessment, penalty or charge on the Community or the Property);

(Q) coordinate the analysis of the technological needs of the Community and acquisition of hardware, software, accounting, communication and other systems to be located at the Community;

(R) monitor the real estate tax assessments of the Property and the reasonableness thereof in comparison with the assessments of similar properties; advise Operator of any material increase in real estate taxes; consult with, and make recommendations to, Operator concerning the real estate tax assessments of the Property and, at the expense of Operator, take such action with respect thereto as Operator may direct;

(S) promptly, and in no event later than two (2) Business Days from the time Manager learns of any Casualty or Condemnation (or threatened, in writing, Condemnation) provide Operator with information as is then available to Manager; promptly investigate and consult with, and make recommendations to, Operator with respect thereto; make and file (subject to prior review and approval by Operator) a timely written report to the appropriate insurance company as to all occurrences of Casualty as required under the terms of the applicable insurance policy or to any Governmental Authority if required by any Requirements and furnish a final copy of such reports to Operator; obtain estimates for the cost of repairs occasioned by any Casualty;

(T) take such actions as Manager in good faith believes are necessary or appropriate in light of an emergency threatening imminent and immediate personal injury or imminent material physical damage; provided, however, Manager shall not, without Operator's prior written consent, enter into any contract or agreement in response to such emergency unless such contract or agreement provides that Manager in all cases is entitled to terminate such contract or agreement for any reason on no more than thirty (30) days' notice, without payment or penalty of any kind;

(U) at Operator's request provide all required or reasonably requested information, reports and compliance certificates to the holders of any Financing to the Community;

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(V) maintain and administer all accounts and cause to be maintained all books and records required under this Agreement; and

(W) senior representatives of Manager shall (i) visit the Community as often as Manager deems necessary to ensure that the Community is maintaining the quality of services required hereunder and (ii) if requested by Operator, meet monthly in person and bi-weekly by teleconference with Operator's representatives to review the operations of the Community and the implementation of the Marketing Plan and any proposed significant or material changes thereto. Manager shall include its proposed travel and lodging expenses in each Operating Budget. The actual, reasonable, out of pocket travel and lodging expenses incurred pursuant to clause (i) above shall be paid by Operator as Operating Expenses but only to the extent that (1) during the first and second Contract Years, such travel and lodging expenses do not exceed three hundred percent (300%) of the amount listed for such expenses in the applicable Approved Budget and (2) during the third and subsequent Contract Years, such travel and lodging expenses do not exceed the amount listed for such expenses in the applicable Approved Budget. The actual, reasonable, out of pocket travel and lodging expenses incurred pursuant to clause (ii) above shall be paid by Operator as Operating Expenses whether or not such expenses are included in the Approved Budgets.

(X) Assist Operator in all pre-opening duties and obligations related to the Facility, including, without limitation all marketing and lease up activities.

2.3 *Facility Employees.*

(A) Manager shall provide all of the personnel needed for the day to day on-site management of the Facility ("**Facility Employees**"). Except as provided in Section 2.3(B) below, all Facility Employees will at all times be employees of Manager, and in no case employees of Operator. Manager shall be solely responsible for supervising, hiring and discharging all Facility Employees and for all compensation, expense reimbursement and other amounts payable to the Facility Employees. All costs related to the employment of the Facility Employees shall be Operating Expenses of the Community and reflected in the Operating Budget submitted to Operator.

(B) Manager shall be permitted to hire Facility Employees on a contract basis through a contract with an Affiliate of Manager, provided that Manager shall not assign or delegate Manager's property management obligations under this Agreement to such Affiliate, including without limitation the obligations of Manager set forth in Section 2.2 above, without Operator's prior written consent, and Manager shall remain liable for all of Manager's obligations hereunder. Each contract between Manager and such Affiliate (each a "**Third Party Contract**") shall (i) include the restrictions set forth in Section 2.3(C) below and list Operator as an intended third party beneficiary of such restrictions, (ii) require such Affiliate to provide the services set forth in the Third Party Contract in a manner consistent with industry standards and the requirements of this Agreement, (iii) be at competitive market terms with rates that are consistent with the Approved Budget and not more than would be charged by an independent third party, and (iv) be terminable upon the expiration or termination of this Agreement without the payment of a termination fee. Manager shall enter into the Third Party Contracts in the name of Manager and shall generally supervise the provision of services thereunder. All costs related to the Third Party Contracts shall be Operating Expenses of the Community and reflected in the Operating Budget submitted to Operator.

(C) Manager shall provide Operator with notice before hiring, firing, or replacing the executive director, director of community relations, and director of marketing and sales of the Facility (collectively, the "**Key Facility Employees**"). Notwithstanding the foregoing, Manager does not need to provide Operator's approval with notice before the firing of a Key Facility Employee in the event of an emergency or gross-negligence by the Key Facility Employee that warrants an immediate termination, provided Manager shall provide Operator with notice of such termination as soon as practicable after such termination occurs.

(D) During the Term and for a period of one (1) year after the expiration or termination of this Agreement, Manager agrees that it will not, and shall cause its Affiliates not to, directly or indirectly: (i) transfer any Facility Employee to another community or location, provided Manager may transfer Facility Employees who are not a Key Facility Employee to another community or location on a temporary basis during the Term; or (ii) solicit for employment, offer to employ, employ, contract with, induce to terminate the employment of, or in any way contact regarding employment, any Facility Employee, except that Manager may employ the Facility Employees during the Term for work at the Community, and provided that, at Manager's request, Operator will designate those Facility Employees, if any, that Operator or its replacement manager elects not to hire after the expiration or termination of this Agreement, which individuals shall not be subject to the restriction set forth in this clause. Without limiting the foregoing, upon the expiration or termination of this Agreement, the replacement manager for the Community selected by Operator shall have the first opportunity to hire the Facility Employees for the Community.

2.4 *Contracts Generally.*

(A) Except as may otherwise be provided herein, Manager shall, at the expense of Operator, in accordance with the Approved Budgets, pay and perform in all material respects on behalf of Operator all of Operator's obligations under the Contracts and use its commercially reasonable efforts to enforce, preserve and keep unimpaired the rights of Operator and the obligations of other parties under the Contracts subject to the limitations set forth herein. Manager shall execute all Contracts in the name of and as agent of Operator and state that Manager is acting as agent on behalf of Operator with respect to entry into such Contract.

(B) Operator and Manager acknowledge that there may be benefits and efficiencies in entering into Contracts with respect to the Community and other communities in which the Operator and its Affiliates have an interest or that Manager manages, as a whole, rather than a separate Contract for the Community (each a "**Shared Contract**"). Manager shall include in the Operating Budget and Capital Budget submitted to Operator the methodology for allocating the costs under any Shared Contract to the Community and such other properties. Manager shall develop such methodology using sound management and accounting principles and shall apply it consistently. Manager shall not enter into any Shared Contract (or add the Community into any existing Shared Contract) unless and until (i) Operator approves the allocation of costs under the Shared Contract, and (ii) if the Shared Contract relates, in whole or in part, to any community in which Operator and its Affiliates do not have an interest, Operator has consented to the Shared Contract, in its sole, but reasonable, discretion.

(C) Each of Manager and Operator shall promptly notify the other upon learning of any default or event of default by the other under any Contract. Manager shall consult with Operator concerning the action to be taken with respect thereto and, at the expense of Operator, take such action as Operator shall direct with respect to such default or event of default.

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(D) Without the consent of Operator to the extent required hereunder, Manager shall not with respect to any Contract take any action, or omit to take any action or give any notice, the taking, omission or giving of which might (i) result in the reduction, release or discharge of any other party to any Contract from its obligations thereunder, (ii) consent to any other party to any Contract to assign or otherwise transfer its rights or obligations thereunder, or (iii) except with respect to the Variance Threshold, result in an expenditure in excess of the budgeted amount set forth in the Approved Budget.

(E) Manager shall use reasonable efforts to include in all Contracts (i) a provision requiring such contractors, suppliers and service providers to indemnify and hold harmless Operator and Manager from and against any loss, cost or expense arising out of the negligence, willful misconduct or fraud of such third party or its employees, agents or contractors in connection with the performance of its obligations under such contracts, (ii) a provision entitling Operator to terminate such Contract without a termination fee, premium or penalty in the event that the Property is sold or transferred, and (iii) a provision limiting the liability of Operator thereunder to Operator's interest in the Community affected by such Contract. If appropriate to the nature and scope of the goods or services provided under a Contract, Manager shall use reasonable efforts to require that other parties to the Contracts procure evidence of liability, auto liability and workmen's compensation insurance coverage.

(F) All Contracts made with any Affiliate of Manager must be approved by Operator in writing and shall be at competitive market terms and rates and not more than would be charged by an independent third party.

(G) In making any Contract or purchase hereunder, Manager shall use commercially reasonable efforts to obtain favorable discounts for Operator and all such discounts, rebates or commissions under any Contract or purchase order made hereunder shall inure to the benefit of Operator. Consistent with the Approved Budgets, and at Operator's expense, Manager shall make payments under any such Contract or purchase order at such date or otherwise in compliance with such Contract or purchase order to enable Operator to take advantage of any such discount.

2.5 *Marketing Services.*

Manager shall plan and arrange for the creative services, production, type, mix, copy, placement and purchase of the material and media required to implement any marketing plan adopted by Operator (the "**Marketing Plan**"), which shall include content to be accessed from the internet. Operator agrees that at the Community there shall be space dedicated to the leasing of units within the Community and at Manager's recommendation, one or more model units, to be furnished as Manager deems appropriate. All costs related to the Marketing Plan shall be Operating Expenses of the Community and reflected in the Operating Budget submitted to Operator.

2.6 *Budgets.*

(A) Manager shall prepare and submit to Operator a proposed operating budget (each, an "**Operating Budget**") and a proposed capital budget (each, a "**Capital Budget**") for the promotion, operation, repair, improvement and maintenance of the Community for each forthcoming Contract Year. The proposed Operating Budget and Capital Budget (collectively, the "**Proposed Budget**") shall be set forth on a monthly basis, in reasonable detail, and include Manager's good faith estimates of: (i) Total Revenue, Operating Expenses, Interest Expense and

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cash flow and include comparison to actual amounts for the preceding twelve months; (ii) the recommended Capital Expenditures and extraordinary expenses for such year described in reasonable detail (including, without limitation, a description of proposed construction, including projected dates for commencement and completion); and, (iii) the recommended expenditures for such year to implement the Marketing Plan; (iv) the extent of completion of any significant improvements or refurbishing at the Community, together with a projection of the costs of completing such projects; (v) the current legal status of pending or threatened suits concerning the Community of which Manager has knowledge and (vi) such other information as Operator may reasonably require. Information as to rental and service revenues shall be detailed as to the various categories of services rendered to the Residents. The Proposed Budget shall also include a narrative explanation of anticipated changes to resident charges, payroll rates and positions, non-wage cost increases, and all other factors differing from the current contract year. In addition, Manager shall provide supporting documentation, which shall be reasonably satisfactory to Operator, for projections regarding expenditures for real property taxes, utility costs, repairs and maintenance, operation of on-site management and/or leasing offices, and anticipated Capital Expenditures, including, wherever reasonably practicable, a bid supporting the estimated budgeted cost for Capital Expenditures. The Proposed Budget for the forthcoming Contract Year shall be delivered to Operator no later than November 1 of each Contract Year for the succeeding Contract Year. The Approved Budgets for the first Contract Year are attached as Exhibit B hereto.

(B) Operator will consider the Proposed Budget in good faith and then will consult with Manager in order to mutually agree on an Operating Budget (the "**Approved Operating Budget**") and on a Capital Budget (the "**Approved Capital Budget**"). Operator will send Manager written approval and copy of the Approved Operating Budget and Approved Capital Budget (collectively, the "**Approved Budget**"). Operator will review and accept or reject the Proposed Budget submitted by the Manager within thirty (30) days of submission of such plan by the Manager to Operator (and if Operator does not accept such Proposed Budget, it will specify in detail its objections at the time of its rejection). If Operator fails to accept or reject a Proposed Budget within the time period so provided, it shall be deemed rejected. If a Proposed Budget is rejected, then, until Operator and Manager shall agree to an Approved Budget for the Contract Year in question, the Approved Budget in effect for the immediately preceding Contract Year shall constitute the Approved Budget for such Contract Year, except that (i) any items or portions of the Approved Budget for which Operator and Manager both agree shall be substituted for the corresponding items in the preceding year's Approved Budget (but any such substitution shall require the agreement of both Operator and the Manager after rejection of the Proposed Budget), (ii) with respect to all items of cost and expense that are not within the discretion of the Operator (including, for example, debt service, real property taxes, utilities, costs of compliance with governmental requirements, contractually required increases and all expenditures required under any lease or Financing) ("**Non-Discretionary Expenses**"), the actual amount of each such item shall be substituted for the amount of such item set forth in the preceding year's Approved Budget, (iii) with respect to items of operating costs and expenses that are within the discretion of the Operator and which have not been authorized in accordance with the terms of the Agreement, each such item of operating cost or expense shall be not more than one hundred six percent (106%) above the amount of such items set forth in the preceding year's Approved Budget for all such items; and (iv) the Approved Budget shall not include non-recurring capital expenditures from the prior year's budget, unless required under the terms of any Financing.

(C) Manager agrees that it shall review the Approved Budget midway through each Contract Year and advise Operator of its findings, additional forecasts, or recommended changes,

if any. The results of such review shall not be incorporated into the Approved Budget unless and until the same are approved by Operator in writing, in Operator's sole discretion.

(D) Owner shall either pay directly for the actual, reasonable, out of pocket costs of rebranding the Property, or will reimburse Manager for such rebranding costs, not to exceed [redacted] (the "**Rebranding Cap**"), which shall include the out of pocket costs for new signage, uniforms, collateral materials, websites, signs and bus wraps. In the event Owner reimburses Manager for such rebranding costs, such reimbursement shall be made within ten (10) Business Days after Owner's receipt of Manager's request for reimbursement along with documentation of the rebranding costs. The rebranding costs shall be detailed in the initial Approved Budget.

2.7 *Limitation of Authority of Manager.*

Notwithstanding the foregoing provisions, the authority of Manager shall be limited in accordance with the following provisions:

(A) Unless specifically authorized in advance by Operator in writing, Manager shall not make any expenditure that is not authorized under the Approved Budget which would cause the total Approved Budget to be exceeded by three percent (3%) in the aggregate (the "**Variance Threshold**"). Any expenditure that is within (i.e., less than) the maximum permitted variance set forth in the preceding sentence shall be deemed to be an "Authorized Expenditure" and "in compliance with the Approved Budget"; provided, that Manager may, on behalf of the Operator, incur Non-Discretionary Expenses without regard to any such limitations, and the expenditure of such Non-Discretionary Expenses shall be Authorized Expenditures, provided that Manager shall give written notice to Operator of the nature and amount of any such Non-Discretionary Expenses at least ten (10) days prior to payment.

(B) Manager shall not, without the prior consent of Operator, convey, transfer, assign, pledge, hypothecate or otherwise encumber the Property or any asset of Operator or borrow money or execute any promissory note or other obligation or mortgage, security agreement or other encumbrance in the name of or on behalf of Operator.

(C) Subject to Section 2.7(A), Manager shall not, without the prior consent of Operator, enter into any contract, agreement or order in the name of and/or on behalf of Operator if not reflected in the Approved Budget or otherwise expressly permitted pursuant to this Agreement.

(D) Manager shall not, without the prior consent of Operator, make any changes with respect to insurance coverage.

2.8 *Licenses.*

(A) Manager shall manage and operate the Community in a manner necessary to maintain all licenses, permits, consents, and approvals from all Governmental Authorities required for operation of the Community and in compliance with all Requirements, including without limitation the Healthcare License. Without limiting the foregoing, Manager shall file all applications and reports, pay all fees, respond to all notices, and take all other actions necessary to obtain, renew and maintain in full force and effect, in each case in the name of Operator, the Healthcare License and all other Governmental Approvals in accordance with all Requirements.

(B) Manager shall (i) provide Operator with a copy of all inspection reports, written notices of Licensure Violations, and written complaints and demands that pertain to the Community immediately upon receipt, (ii) notify Operator of any Licensure Violation immediately upon obtaining knowledge of the same; and (iii) notify Operator of any and any incident that pertains to the Community and must be reported to a Governmental Authority immediately upon obtaining knowledge of the same. If deficiencies are noted in any inspection report, written notice of a Licensure Violation, or written notice of a complaint or demand, then Manager shall prepare and submit a plan of correction for such items to Operator for its review and approval. Operator shall carry out all plans of correction approved by Operator.

(C) Promptly upon receipt of notice or becoming aware of the same, Manager shall provide Operator with notice of any litigation, elopement, fatality, or serious injury involving the Community or any Resident, any material damage or personal injury with respect to the operation of vehicles relating to the Community, any property damage occurring at the Property valued at $30,000 or more, any proceeding by any Governmental Authority with respect to the Community, or any other claim that may result in a Licensure Violation.

(D) Neither Operator nor Manager shall knowingly take any action, or fail to take any action, that may result in a Material Licensure Violation or that may cause any Governmental Authority to institute any proceeding for the rescission or revocation of any necessary license, permit, consent or approval required for operation of the Community.

(E) Manager shall make all material written communications with any Governmental Authority or any claimant concerning the Community available for inspection by Operator at any time upon reasonable prior notice.

2.9 *Performance of Services by Manager.*

In the performance of its services hereunder, Manager shall discharge its duties in good faith, and agrees to exercise, with respect to all services provided by Manager under or pursuant to this Agreement, a standard of care, skill, prudence and diligence under the circumstances then prevailing as would be expected of a prudent Manager who has a high level of experience and expertise with respect to such matters. Manager shall avoid a course of conduct giving preferential treatment to any other facilities managed by Manager or its Affiliates over the Community. Manager shall not be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder as a result of (i) acts of God, (ii) any breach by Operator of its obligations hereunder, (iii) the lack of sufficient funds in the Operating Account for Manager to make any payment on behalf of Operator required hereunder, or (iv) the coronavirus disease 2019 (also known as COVID-19) ("COVID-19") pandemic, provided Manager has used best efforts to prevent COVID-19 from spreading through the Community. Further Operator and Manager will each be relying, in connection with the operation of the Community on the skill, professional competence and diligence of all such consultants and specialists and the quality of services supplied by them.

2.10 *Compliance with Legal Requirements.*

(A) The parties understand and agree that certain deficiencies or situations of non-compliance with certain Requirements (such as building codes, the Occupational Safety and Health Act, the Americans with Disabilities Act, health care regulations and the like) are likely to occur

from time to time in the normal course of business operations. Such occurrences will not constitute an independent breach or default of Manager hereunder, provided that, (i) Manager provides written notice to Operator of such deficiencies or situations of non-compliance promptly after Manager obtains knowledge of the same, (ii) they are not materially beyond the general experience of similar first-class communities located in the same geographic area as the Community in terms of scope, seriousness, or frequency, (iii) Manager takes all reasonable actions in a timely manner to cure such deficiencies or situations of non-compliance, provided that Manager shall cure such non-compliance or deficiency on or before the earlier to occur of (1) the date that is thirty (30) days of being notified of such non-compliance or deficiency, if Manager cannot cure such non-compliance or deficiency during the thirty (30) day period, and Manager has commenced curing such violation during the thirty (30) day period and continues to diligently pursue such cure, the date that is ninety (90) days of being notified of such non-compliance or deficiency, (2) the date that such cure is required by Governmental Authorities and all Requirements, (iv) they do not materially affect the operation of the Community, and (iv) they do not constitute a Material Licensure Violation. The costs (including any fines for non-compliance) of curing such deficiencies or circumstances of non-compliance shall constitute part of the Operating Expenses, unless such costs were caused by the Manager Parties.

(B) Manager expressly agrees to abide by any and all applicable Requirements, including without limitation, equal employment opportunity statutes, rules and regulations, the Americans with Disabilities Act, and the Occupational Safety and Health Act of 1970, all as may be from time to time modified or amended.

(C) Operator and Manager expressly agree to abide by any and all applicable equal housing opportunity statutes, rules and regulations imposed by all Governmental Authorities, all as may be from time to time modified or amended.

2.11 *Inspections.*

Upon forty-eight (48) hours written notice to Manager, Operator and its representatives shall have the right at all reasonable times during the usual business hours of the Community to inspect the Community, provided, however, that such inspection shall not unreasonably interfere with the Residents or the business operations of the Community. Manager shall reasonably cooperate with any such inspection and/or examination, including by providing commercially reasonable access to Facility Employees, other responsible employees, and the representatives and agents of Manager to respond to questions in connection therewith.

2.12 *Annual Business Plan.*

(A) The Manager shall prepare for Operator's approval, no later than November 1 of each Contract Year, a proposed annual business plan (**"Proposed Annual Business Plan"**) for the next Contract Year which shall include the following:

(i) a narrative description of any activity proposed to be undertaken;

(ii) the Operating Budget and Capital Budget;

(iii) a leasing/licensing plan indicating, among other things, recommendations for achieving or maintaining market rentals for leases and minimum acceptable terms for leases at

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the Community;

(iv) such other information as may be necessary or reasonable in order to inform Operator of all matters relevant to the development, operation, management and/or sale of the Property or any portion thereof.

(B) The Proposed Annual Business Plan will be reviewed, objected to, approved and/or implemented in the same timeframes and subject to and in accordance with the terms of Section 2.6 as if fully set forth in this Section 2.12. The Proposed Annual Business Plan as approved by Operator, shall be herein referred to as the "**Annual Business Plan**."

2.13 *Vehicles.*

(A) Operator may purchase or lease motorized vehicles from time to time in connection with the operation of the Community and in accordance with the Approved Budgets. All such vehicles shall be registered and titled to Operator. Manager, through its agents and employees, will have charge of the operation and maintenance of such vehicles and shall use the same exclusively for the benefit of the Community. Manager shall use commercially reasonable efforts to ensure that all persons operating any such vehicles are duly licensed, including holding such special licenses as are required for the particular classes of the vehicles and their use as well as requesting periodic driving history reports from the applicable motor vehicle agency consistent with all Requirements. All reasonable costs related to the operation and maintenance of such vehicles shall be an Operating Expense, and Operator shall obtain the appropriate automobile liability insurance for such vehicles as set forth on **Exhibit A**, attached hereto.

3. TERM AND TERMINATION

3.1 *Term.*

This Agreement shall continue in effect for the Initial Term, unless sooner terminated as provided herein. Either party will have the option to terminate the Agreement or extend the term this Agreement for two (2) additional periods of one (1) year (each a "**Renewal Term**") at the end of the Initial Term, upon written notice to the other party no less than five (5) months prior to the end of the Initial Term. In the event that no notice of termination or notice to extend the Agreement has been provided as set forth in this Section 3.1, this Agreement shall automatically extend for an additional period of one (1) year.

3.2 *Termination.*

This Agreement may be terminated by delivery of written notice of termination (the "**Termination Notice**") upon the occurrence of any of the following:

(A) Following an Event of Default, by the party not in default, which termination shall be effective on the date set forth in the Termination Notice, but not less ninety (90) days after the date of the Termination Notice.

(B) By Operator upon not less than ninety (90) days' notice:

(i) in the event that the Property NOI of the Community for any Contract Year is seventy five percent (75%) or less of the Budgeted NOI;

(C) By either party, upon:

(i) the consummation of a Sale Event;

(ii) in the event of a Casualty where the damage is such that Operator is unable to conduct normal operations of the Community for a period of nine (9) months or more;

(iii) in the event of a Condemnation which, in the opinion of an independent architect or engineer accepted by both parties, prevents or is likely to prevent the conduct of normal operations at the Community for a period six (6) months or more, or where substitute property or facilities are unavailable; or

(iv) the sale of the Property through a foreclosure by the holder of any Financing or the conveyance of the Property to the holder of any Financing by a deed in lieu of foreclosure.

Either party may deliver a Termination Notice prior to the occurrence of the events set forth in clauses (i) through (iv) above. Termination under this Section 3.2(C) shall be effective on the date that set forth in the Termination Notice, which shall not be less than ninety (90) days following delivery of the notice.

(D) By either party, at any time for any reason or no reason, upon ninety (90) days prior written notice to the other party, subject to the payment of the Termination Fee (as defined below).

(E) The termination of this Agreement pursuant to this Section 3.2 shall be subject to payment of a termination fee (the "**Termination Fee**") as follows:

(i) if Operator terminates this Agreement pursuant to Section 3.2(C)(i) or 3.2(D) during the first twelve (12) months of the Initial Term, then Operator shall pay a termination fee to Manager in an amount equal to forty eight (48) months of Management Fees, based on the average monthly Management Fee paid by Operator to Manager during the three (3) months immediately preceding the date on which such termination occurs; and provided further,

(ii) if Operator terminates this Agreement pursuant to Section 3.2(C)(i) or 3.2(D) between months thirteen (13) and sixty (60) of the Initial Term, then Operator shall pay a termination fee to Manager in an amount equal to [redacted] plus *the lesser of* (A) [redacted].

(iii) If Manager terminates this Agreement within the first twelve (12) months of the Initial Term, the Set Up Fee (as hereinafter defined) shall be reimbursed to the Operator.

(iv) Notwithstanding the foregoing, if Manager is entitled to a Capital Event Fee pursuant to Section 4.3 or if Manager is retained as the manager of the Community following a Sale Event, then no Termination Fee shall be due with respect to a termination of this Agreement pursuant to Section 3.2(C)(i).

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3.3 *Events of Default.*

The occurrence of any one or more of the following shall be an event of default ("**Event of Default**") under this Agreement:

(A) The breach by Manager of any covenants or obligations to be performed by Manager under this Agreement and the continuance of such failure without cure for a period of thirty (30) days after receipt by Manager of written notice thereof from Operator specifying such failure; or, if such failure is of a nature that it cannot, with due diligence and in good faith, be cured within thirty (30) days, then the time for Manager within which to cure the same shall be extended for a reasonable period, not to exceed sixty (60) days (i.e., ninety (90) days in the aggregate), as may be necessary for the curing thereof with due diligence and in good faith;

(B) Any Material Licensure Violation caused by the Manager Parties that is not cured within one hundred eighty (180) days;

(C) The misappropriation or intentional misapplication of any funds of Operator or the Community by the Manager Parties;

(D) Manager commits willful misconduct, fraud, malfeasance, or reckless or criminal misconduct in the performance of Manager's duties hereunder, provided that if such act was committed by an employee of Manager below the level of Manager's Home Office Personnel, and such act does not cause substantial harm to Operator, Owner, the Community, or the Residents, then Manager shall not be deemed to have created an Event of Default if Manager cures such act or omission to the satisfaction of Operator within fifteen (15) days after written notice from Operator.

(E) Operator fails to pay when due any amounts owing to Manager, which continues for ten (10) days after written notice thereof is given to Operator;

(F) The occurrence of a Bankruptcy Event as to either Operator or Manager; or

(G) The occurrence of any assignment or other Transfer of this Agreement or Manager's rights and obligations hereunder, in whole or in part, by Manager without the written consent of Operator.

Following the occurrence of an Event of Default, Operator may, in addition to terminating this Agreement as provided herein, exercise any other remedy available at law or in equity, provided that any recovery of damages against Manager shall not be duplicative of any other damages arising from substantially the same facts received from any Affiliate of Manager and in no event shall Manager be liable for special, punitive or consequential damages.

3.4 *Turnover*

(A) Commencing on the date that Operator or Manager sends a written notice to the other party electing to terminate this Agreement or electing not to renew this Agreement, as expressly permitted herein, and continuing through the date that is sixty (60) days following the termination or expiration of this Agreement, Manager shall use commercially reasonable efforts, and timely and in good faith cooperate with Operator and its replacement manager, to provide for an efficient and orderly transition of the management of the Community.

(B) Following the expiration or termination of this Agreement, Manager shall deliver to Operator and, at Operator's request, its replacement manager (i) all accounting and other records maintained by Manager with respect to the Community, in electronic format where appropriate, (ii) all documents, agreements, Leases and Contracts in Manager's possession or control relating to the Community or the management and operation thereof, (iii) all Resident assessments, care plans, and medical records, (iv) monies owed to Operator and/or held or received by Manager for Operator's account, (v) the unused inventory of all supplies, materials, tools and equipment used in connection with the management and/or operation of the Community, and (vi) all keys to any locks on the Property then in the possession of Manager. If any permits, licenses or approvals necessary to the operation of the Community have been issued in the name of, or held by, Manager, then Manager shall use commercially reasonable efforts and cooperate in good faith with Operator to cause such permits, licenses or approvals to be re-issued as directed by Operator.

(C) The terms and conditions set forth in this Section 3.4 shall survive the expiration or termination of this Agreement.

4. MANAGEMENT FEES

4.1 *Management Fees.*

Commencing on the Effective Date, Manager shall receive as compensation for its services as Manager a management fee equal to five percent (5%) of Total Revenue (the "**Management Fee**"), which is due and payable in arrears on the tenth (10th) day of each month, [redacted]. For any partial month, Manager shall be entitled to a Management Fee prorated for the period of days for which Manager's services have been provided. Notwithstanding the foregoing, at the end of each Contract Year, the Management Fee shall be trued up so that the annual Management Fee for such Contract Year does not exceed 5% of Total Revenue, but in no event shall the annual Management Fee due to Manager be less [redacted].

4.2 *Incentive Fee.*

(A) During the Term, if for any Contract Year the Property NOI exceeds the Budgeted NOI by fifteen percent (15%) or more, then Operator shall pay Manager an amount equal to the product of (i) [redacted] (the "**Incentive Fee**"), provided the Incentive Fee related to any Contract Year shall not exceed four percent (4%) of Total Revenue for the Contract Year in question (net of any Capital Event Fee).

(B) The Incentive Fee shall be payable within thirty (30) days following the end of each Contract Year during the Term. If the audited results of operations for any Contract Year require any adjustment in the amount of Incentive Fee earned, then any amounts by which Manager has been overpaid shall be deducted from the next installment of Management Fee coming due and any amounts due Manager shall be paid within thirty (30) days following such reconciliation.

4.3 *Profit Share Promote*. Upon a Sale Event (as defined herein), Manager shall be paid a "**Capital Event Fee**" equal to [redacted], net of any applicable taxes and any Incentive Fee, as follows:

(A) [redacted]

[redacted]

[redacted]

[redacted]

4.4 *Set Up Fee*.

Operator shall pay Manager a one time set up fee in the amount of [redacted] within three (3) Business Days of the Effective Date, which shall be shown as an Operating Expense on the Approved Operating Budget.

5. INSURANCE/INDEMNIFICATION

5.1 *Insurance to be Maintained.*

(A) Operator shall procure and maintain in effect those insurance policies detailed as "Operator Placed Insurance" in Exhibit A with respect to the Community (collectively, the "**Operator Placed Insurance**"), with such insurance companies as determined by Operator. Notwithstanding the foregoing, Operator may request Manager to procure and maintain the Operator Placed Insurance pursuant to this paragraph at any time by providing at least thirty (30) days prior written notice of such election, in which case Manager shall be obligated to procure and maintain such insurance commencing on the first day after such thirty (30) day period ends.

(B) The cost of the Operator Placed Insurance shall be part of the Operating Expenses. All insurance policies required by this Section 5.1 shall comply with all Insurance Requirements and any more stringent requirements of the holder of any Financing. If any general liability or professional liability insurance policy required pursuant to Section 5.1(A) above is obtained on a "claims made" basis, then (i) the party responsible for procuring and maintaining such policy shall renew and keep the policy in place continuously during the term of this Agreement and (ii) upon the expiration or termination of this Agreement, Operator shall either (A) renew and keep such policy in place continuously for a period of at least three (3) years following such expiration or termination, with Manager named as an additional insured, or (B) purchase tail coverage for the policy for such three (3) year period, with Manager named as an additional insured on such tail coverage.

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5.2 *Indemnification.*

(A) Manager shall defend, indemnify and hold Operator and its members, managers, officers, agents and employees, successors and assigns (collectively, the "**Operator Parties**"), harmless from and against any and all actions, suits, claims, penalties, losses, liabilities, damages and expenses (collectively "**Manager Indemnified Claims**") arising from or in connection with any (i) failure of Manager to observe and/or perform its duties and obligations hereunder, (ii) willful misconduct, malfeasance, gross negligence or fraud of Manager, Manager's Affiliates, and their respective employees, officers or members in managing or operating the Community, (iii) Licensure Violations or claims asserted against or sustained by Operator arising from the willful misconduct or gross negligence of the Manager Parties, and (iv) claims made by Manager's Home Office Personnel, including without limitation discrimination charges or claims of any kind, actual or alleged, except in each instance to the extent arising from the gross negligence, willful misconduct, fraud, or illegal acts of any of the Operator Parties. The scope of the foregoing indemnities includes any and all costs and expenses incurred in connection with any proceedings to defend any indemnified claim, or to enforce the indemnity, or both.

(B) Operator shall defend, indemnify and hold Manager and Manager Parties harmless from and against any and all actions, suits, claims, penalties, losses, liabilities, damages and expenses (collectively "**Operator Indemnified Claims**") arising from or in connection with any (i) failure of Operator to observe and/or perform its duties and obligations hereunder; (ii) claim asserted against or sustained or incurred by Manager in the proper performance of Manager's duties under this Agreement or otherwise while acting properly within the scope of the agency established by the parties to this Agreement, except in each instance to the extent the same arises from the gross negligence, willful misconduct, fraud, or illegal acts of any of the Manager Parties or is a Manager Indemnified Claim or (iii) any claims made by, caused by or relating to Community level Facility Employees in the absence of gross negligence, fraud or illegal acts by any Manager Home Office Personnel.

(C) The indemnifications contained in this Section 5 shall be in addition to, and not in limitation of, any other rights and remedies available to either party under this Agreement, or otherwise, and shall survive any termination of this Agreement. Recovery upon an indemnity contained in this Agreement shall be reduced dollar for dollar by any applicable insurance collected by Operator or Manager. This Section 5 shall survive the expiration or termination of this Agreement.

(D) Operator and Manager (each as to the other the "**Indemnitor**") shall reimburse the other (each as to the other the "**Indemnitee**") for any legal fees and costs, including, without limitation, reasonable attorney's fees and other litigation expenses, reasonably incurred by Indemnitee in connection with investigating or defending against Claims (as defined below) with respect to which indemnity is granted hereunder. If Claims are asserted or threatened, or if any action or suit is commenced or threatened with respect thereto, for which indemnity may be sought against Indemnitor hereunder, Indemnitee shall notify Indemnitor in writing promptly after Indemnitee obtains actual knowledge thereof, which notice shall specify in reasonable detail the matter for which indemnity may be sought. Indemnitor shall have the right, upon written notice to Indemnitee, to take primary responsibility for the prosecution, defense or settlement of such matter, including the employment of counsel chosen by Indemnitor with the approval of Indemnitee, which approval shall not be unreasonably withheld. Indemnitee shall reasonably cooperate with Indemnitor. Indemnitee shall have the right to employ its own counsel in any such

matter with respect to which Indemnitor has elected to take primary responsibility for prosecution, defense or settlement, but the fees and expenses of such counsel shall be the expense of Indemnitee. As used in this paragraph, "**Claims**" shall refer generally to Manager Indemnified Claims or Operator Indemnified Claim, as appropriate.

6. BOOKS, RECORDS AND ACCOUNTS.

6.1 *Reports.*

Manager shall prepare and assemble the following unaudited reports, financial statements, and other information, certified by Manager, and provide other information to Operator to facilitate the preparation of reports by an independent certified public accounting firm (and Operator agrees that Manager may engage Auditor in such capacity):

Operator Specific Reports

(A) On a weekly basis, an occupancy report including a census, move-ins and move-outs since the beginning of the then-current month, and pending move-ins and move-outs going forward.

(B) Monthly Reports, to be delivered within fifteen (15) days after the end of each month:

(i) a statement of income and expenses for such period, which statement shall include an explanation of variances from the Approved Budget where a variance occurs with respect to a line item in the Approved Budget [redacted] or the variance is greater than five percent (5%), if any;

(ii) trailing twelve (12) month operating statement;

(iii) cash flow statement;

(iv) balance sheet;

(v) trial balance report

(vi) rent roll, which shall include the following: unit number, unit size, floorplan, resident name, resident DOB, market rent, effective rent, concessions, date of contract, second occupant fee, other fees, levels of care, bad debt, and, for vacant units, the number of days that the unit has remained vacant;

(vii) a unit mix summary, which shall include an entry for each unit type (grouped by acuity level, floor plan, and size), and specify for each unit type the total number of units, the number of units occupied, average market rental rate and current effective rental rate;

(viii) leasing report detailing leasing activity and vacancy report;

(ix) corresponding balance sheet reconciliations with related supporting documentation: including, but not limited to, bank reconciliations, AR aging, prepaid insurance schedule, fixed asset schedule, AP open item report, reconciliations of other liabilities, bank

statements, loan statements, and other information as required.

(C) At Operator's request such reports or information as are reasonably necessary to satisfy the requirements of the holders of the Financing.

Owner Specific Reports

(D) On a weekly basis, an occupancy report including a census, move-ins and move-outs since the beginning of the then-current month, and pending move-ins and move-outs going forward.

(E) Monthly Reports, to be delivered within fifteen (15) days after the end of each month:

(i) a statement of income and expenses for such period, which statement shall include an explanation of variances from the Approved Budget where a variance occurs with respect to a line item in the Approved Budget [redacted] or the variance is greater than five percent (5%), if any;

(ii) trailing twelve (12) month operating statement;

(iii) cash flow statement;

(iv) balance sheet;

(v) trial balance report;

(vi) rent roll, which shall include the following: unit number, unit size, floorplan, resident name, resident DOB, market rent, effective rent, concessions, date of contract, second occupant fee, other fees, levels of care, bad debt, and, for vacant units, the number of days that the unit has remained vacant;

(vii) a unit mix summary, which shall include an entry for each unit type (grouped by acuity level, floor plan, and size), and specify for each unit type the total number of units, the number of units occupied, average market rental rate and current effective rental rate;

(viii) leasing report detailing leasing activity and vacancy report;

(ix) corresponding balance sheet reconciliations with related supporting documentation: including, but not limited to, bank reconciliations, AR aging, prepaid insurance schedule, fixed asset schedule, AP open item report, reconciliations of other liabilities, bank statements, loan statements, and other information as required.

(F) At Operator's request such reports or information as are reasonably necessary to satisfy the requirements of the holders of the Financing.

(G) For avoidance of doubt, the forgoing Owner reports set forth in this Section 6.1(D)-(F) are intended to be limited to the "PropCo-OpCo" lease payment, community-related fixed asset depreciation, and debt service accounting, all of which will be directed by Operator.

Any Operator-specific accounting requirements (i.e. capital accounts, ownership distributions, among others) shall be the responsibility of Operator and fall outside of the scope of Manager's reporting responsibilities.

The foregoing reports shall be prepared in accordance with GAAP on an accrual basis. Manager will cooperate and respond promptly to Auditor, and any other auditors of Operator, in their performance of audits of the financial reports.

6.2 *Tax Matters*

(A) Manager shall work with Operator's accountants and cooperate in the preparation of Operator's tax returns including, but not limited to, supplying necessary information for preparation of such tax return. The tax returns will be prepared by Operator's accountants on a timely basis and the cost of preparation and filing of the tax returns will be borne by Operator. Operator's accountant shall prepare, where applicable, all required Federal, state and local income and net worth tax returns, all state and local personal property and other tax returns, as required by law. Upon request by Operator, Manager shall complete all tax related surveys and questionnaires which Operator may annually require.

(B) Manager shall prepare or cause to be prepared, and timely file or cause to be timely filed, all tax returns required in the operation of the Community, which include payroll, sales and use tax returns, tax and other returns for all impositions, personal property tax returns and business, professional and occupational license tax returns, the cost of which shall be an Operating Expense. Manager shall timely file any required 1099-MISC year-end reports with respect to any relevant amounts paid to third parties.

6.3 *Accounting Policies and Procedures.*

Manager shall prepare all reports on a reasonable accounting basis consistently applied, and otherwise to comply with Operator's accounting policies and procedures as reasonably adopted from time to time and as to which Manager has been advised in writing.

6.4 *Other Reports.*

As requested by the Operator, Manager shall prepare such other reports relative to the financial performance of the Community as Operator may reasonably request or are necessary to comply with the terms of any Financing.

6.5 *Certificates.*

The financial performance information set forth in the quarterly, monthly and annual reports shall be certified by the Chief Financial Officer or any Vice President of Manager or any entity which indirectly owns Manager.

6.6 *Operating Accounts/Disbursements.*

(A) All moneys received by Manager in the operation of the Community shall be deposited in a bank account or accounts in the name of Operator that shall include the name of the Community (each an "**Operating Account**"). The Operating Accounts shall, in addition, be maintained in accordance with any other requirements of the holders of any Financing of which

Manager has been advised in writing, and if required, Manager shall establish a lock box arrangement for receipts due to the Community. The funds deposited in the Operating Account shall be the property of Operator and shall not be commingled with other funds of Manager.

(B) Manager shall make disbursements out of the Operating Account first, to pay all obligations accruing with respect to any Financing and then to pay all Operating Expenses and other expenses authorized by the provisions of this Agreement for the Community, including without limitation the Management Fee payable under Section 4.1.

(C) Manager shall distribute to Operator excess cash flow from operations of the Community, taking into account the Approved Budgets, anticipated expenditures and reasonable cash reserves, on a monthly basis, no later than the 20th day of each calendar month.

(D) Manager shall not be obligated under this Agreement to advance any of Manager's own funds for the account of Operator, nor to incur any liability unless Operator shall have furnished Manager with funds necessary for the discharge thereof. In the event that funds in the Operating Account are not sufficient to pay the Operating Expenses and any other obligations of Operator hereunder, Manager shall provide Operator with written notice of the shortfall. Unless the requested amount is disputed (as described below), Operator shall deposit sufficient funds in the Operating Account not less than three (3) Business Days after written notice is delivered to Operator that funds are not sufficient.

6.7 *Audits.*

Operator shall have the right to audit, examine, and make copies of books of account maintained by Manager hereunder which audit or examination may cover any time period, at Operator's discretion. Such right may be exercised through any agent or employee designated by Operator or by an independent public accountant designated by Operator. If any of the reports required to be delivered to Operator under this Agreement are not furnished on a timely basis, and Manager does not provide the same within fifteen (15) days after written notice from Operator, Operator shall have the right, at Manager's expense, to cause the books and records of Manager relating to the Community to be audited. The foregoing requirement shall not apply to any report that was previously provided by Manager to Operator and subsequently been requested again. Manager shall promptly correct all accounting method deficiencies and errors disclosed by Operator's audits and shall timely inform Operator of all corrective actions taken. Operator's audit shall be at Operator's expense and Operator shall pay to manager an audit fee [redacted] ("**Audit Fee**"). If any reports are required by Operator outside the scope of this Agreement, Operator shall pay to Manager a fee in an amount to be determined by the scope of work and additional time spent on such reports, in addition to the Audit Fee.

7. REPRESENTATIONS AND WARRANTIES

7.1 *Representations and Warranties of Manager.*

Manager hereby represents and warrants to Operator that the following are true and correct:

(A) Organization/Authority. Manager is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware and duly authorized to conduct business in the State of Utah. Manager has full power and authority to enter into this Agreement and to perform its obligations hereunder. The execution, delivery and performance of

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this Agreement by Manager have been duly authorized by all necessary action on the part of Manager. This Agreement is the legal, valid and binding agreement of Manager.

(B) Non-Contravention. Neither the execution and delivery of this Agreement by Manager nor performance of its obligations hereunder fulfillment will constitute a default under the organizational documents of Manager or any material agreement, or other restriction to which Manager is a party or regulatory provision affecting Manager.

(C) Litigation. There are no actions, suits or proceedings or court orders or decrees pending or, to the knowledge of Manager, threatened in writing to which Manager by which it is bound before or by any court or governmental agency, which would reasonably be expected to prevent or hinder the fulfillment of the terms hereof.

(D) Licenses. To the extent required by any Governmental Authority, Manager holds in its name those licenses and permits required to be issued to a Person acting in the capacity of a manager (as opposed to in the name of an operator, owner or Community) necessary to the performance of its obligations hereunder.

7.2 *Representations and Warranties of Operator.*

As an inducement to Manager to enter into this Agreement, Operator represents and warrants to Manager as follows:

(A) Organization/Authority. Operator is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Utah and duly authorized to conduct business in the State of Utah. Operator has full power and authority to enter into this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by Operator have been duly authorized by all necessary action on the part of Operator. This Agreement is the legal, valid and binding agreement of Operator.

(B) Non-Contravention. Neither the execution and delivery of this Agreement by Operator nor performance of its obligations hereunder fulfillment will constitute a default under the organizational documents of Operator or any material agreement, or other restriction to which Operator is a party or regulatory provision affecting Operator. .

(C) Litigation. There are no actions, suits or proceedings or court orders or decrees pending or, to the knowledge of Operator, threatened in writing to which Operator is a party or by which it is bound before or by any court or governmental agency, which would reasonably be expected to prevent or hinder the fulfillment of the terms hereof.

(D) Operating Lease. The Operating Lease is in full force and effect and there are not defaults by any party thereunder, nor facts or conditions, which with the passage of the time, would constitute such a default. Pursuant to the Operating Lease, Operator is fully empowered to take any and all action advisable or necessary under the Agreement. Operator represents that Manager may rely on any consents, approvals or direction given by Operator hereunder with the need for any inquiry as to the Operator's authority or whether any consent or approval of Owner is necessary.

(E) Licenses. To the extent required by any Governmental Authority, Operator holds in its name those licenses and permits required to be issued to a Person acting in the capacity of an

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operator (as opposed to in the name of an owner or Manager of a Community) necessary to the performance of its obligations hereunder.

8. MISCELLANEOUS

8.1 *Confidentiality.*

Manager acknowledges that, in the course of performing the services hereunder, Manager will be privy to Confidential Information belonging to Operator. Manager shall not, and shall cause the Manager Parties to not, use or disclose such Confidential Information to any third party other than as required to perform its obligations hereunder. Similarly, Operator may learn certain Confidential Information belonging to Manager and Operator shall not, and shall cause its Affiliates and their respective directors, manager, officers, employees, representatives and agents to not, use or disclose such Confidential Information to any third party. As used herein, the term "**Confidential Information**" shall include (i) information not generally known in the business community, including, but not limited to, information concerning the client names, customer lists, business plans, costs and income, accounting and billing procedures, other records, trade secrets, reports, budgets and other financial information, the acquisition, installation and utilization of equipment and procedures and the like, (ii) with respect to Manager, Manager's methodology, processes, programs and know how, to the extent the same was not developed through services provided by Manager and its Affiliates to Operator and its Affiliates, and (iii) with respect to Operator, operating and financial statistics about the Community, the contents of any financial and other reports required to be delivered by Manager to Operator pursuant to this Agreement, and information about Operator's and its Affiliates' internal operating, control, and approval procedures. Notwithstanding the foregoing, Confidential Information shall not include any information that (a) is or becomes publicly known through no wrongful act of either party; (b) is obtained independently (and not by virtue of this Agreement or the arrangements contemplated herein) from a third party lawfully in possession of such information and having the legal right to transmit the same, or (c) is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law, provided that before making such disclosure each party shall give the other party an adequate opportunity to interpose an objection or take action to assure confidential handling of such information.

8.2 *Binding Agreement.*

The terms, covenants, conditions, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

8.3 *Relationship of Parties.*

Nothing contained in this Agreement shall constitute or be construed to be or to create a partnership, joint venture or lease between Operator and Manager with respect to the Community. The relationship of Manager to Operator under this Agreement is that of an independent contractor, not that of an agent and nothing contained herein shall be construed to create a relationship of agency between Manager and Operator.

8.4 *Notices.*

All notices to be given hereunder shall be given in writing and shall be deemed given (i) when delivered by personal delivery via commercial courier, (ii) on the next Business Day

following delivery to a nationally recognized overnight courier, (iii) three (3) Business Days after mailing by U.S. certified mail with postage/cost prepaid, and (iv) upon delivery if sent by electronic mail, and shall be sent to the following address(es):

To Operator:	John Robertson 197 West 4860 South Salt Lake City, UT 84107 Email: jr@goldstream.us
With a copy to:	Amy Jo Massey 197 West 4860 South Salt Lake City, UT 84107 Email: amyjo@goldstream.us
To Manager:	CPF Grace Management – Snow Canyon, LLC c/o Grace Management, Inc. 6900 Wedgwood Rd N, Suite 300 Maple Grove, MN 55311 [redacted]
With a copy to:	[redacted]

All notices shall be given only using the methods set forth in clauses (i) through (iv) above. Either party hereto may change the address for notices hereunder by giving notice of such change to the other party in the manner set forth herein. Any notice desired or required to be given by a party may be made by such party's legal counsel.

8.5 *Designated Representative.*

Whenever any consent, approval or other action of Operator is required or permitted hereunder, such consent, approval or other action shall be effective if given or taken by John Robertson on behalf of Operator. Whenever any consent, approval or other action of Manager is required or permitted hereunder, such consent, approval or other action shall be effective if given or taken by Jody Boedigheimer or Stephanie Grant on behalf of Manager. Operator and Manager may designate other persons to act on their behalf by written notice to the other as provided herein.

8.6 *Entire Agreement.*

This Agreement contains the entire agreement between the parties hereto, and no prior oral or written, and no contemporaneous oral representations or agreements between the parties with respect to the subject matter of this Agreement shall be of any force and effect. Any additions, amendments or modifications to this Agreement shall be of no force and effect unless in writing and signed by both Operator and Manager.

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8.7 *Governing Law/Venue.*

This Agreement shall be construed and enforced in accordance with the laws of the State where the Community is located. The venue of any action or suit brought in connection herewith shall be in any federal or state court sitting in a county where the Community is located.

8.8 *Waiver of Jury Trial.*

MANAGER AND OPERATOR EACH KNOWINGLY AND INTENTIONALLY WAIVE ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION BROUGHT WITH RESPECT TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY TO THIS AGREEMENT.

8.9 *Captions and Headings.*

The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Agreement nor in any way affect this Agreement.

8.10 *Payment of Amount Due to Manager.*

Operator's obligations to pay to Manager any amounts due to Manager hereunder shall survive termination of this Agreement and shall continue until all such amounts have been paid. Any amounts payable hereunder which are not paid when due, shall bear interest from and after the date due until paid, at the rate of interest announced from time to time by JP Morgan Chase, N.A. as its "prime rate," or, base rate or reference rate, plus 4% per annum, but not to exceed the maximum rate permitted by law to be paid in full. If JP Morgan Chase, N.A. ceases to announce its prime rate, the rate specified in the Wall Street Journal, as the "prime rate" shall be used.

8.11 *Survival and Continuation.*

Notwithstanding the expiration of the Term or the termination of this Agreement, all terms, provisions and obligations of either party contained herein which, in order to give them effect and accomplish their intent and purpose, need to survive such expiration or termination shall, by agreement between Operator and Manager survive and continue until they have been duly satisfied or performed.

8.12 *Publicity.*

The parties agree that no public release or announcement concerning the transactions contemplated hereby shall be issued by any party without the prior written consent of the other party, except as required by law or applicable regulations.

8.13 *Financing Matters.*

Manager acknowledges that, in connection with any Financing, Operator or Owner may request that this Agreement and Manager's rights hereunder be subject and subordinate to a

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mortgage, deed of trust or similar instrument to secure such loan. In connection with such Financing, Manager agrees, to enter into such documents or agreements reasonably required by the lender or to consent to a collateral assignment of this Agreement by Operator, on terms and conditions, and in form, reasonably acceptable to Manager. Notwithstanding the foregoing, all subordinated Management Fees not paid in accordance with the terms of such Financing, shall accrue and continue to be and obligation of Operator and owed to Manager, and shall accrue interest as provided in Section 8.10 and shall be repaid pari passu with other operating expenses (including the then current Management Fee) once Operator is permitted to make such payments, until fully paid.

8.14 *Assignment.*

This Agreement and all rights and obligations hereunder shall not be assigned or Transferred by Manager without the written consent of Operator. Notwithstanding the foregoing, Manager shall have the one time right to assign all of its rights and obligations under this Agreement, without the consent of Operator, to an entity that is owned and controlled, directly or indirectly, or under common ownership by Grace Management, Inc. or CPF Living Communities II Management, LLC, provided that Manager has obtained the consent of such assignment from the holder of any Financing if required by the loan documents evidencing such Financing (the "**Permitted Transfer**"). The Permitted Transfer shall be effective on the date that Manager provides written notice of such assignment to Operator, together with (i) evidence of the new ownership of Manager and (ii) a fully executed assignment of this Agreement in form and substance reasonably acceptable to Operator. This Agreement shall be assignable by Operator to a successor owner of the Community to which ownership of the Community is transferred.

8.15 *Right of First Refusal.* In the event Owner and/or Operator (for purposes of this Section 8.15, the "**Seller**"), desire to consummate a Sale Event, Seller shall first offer to sell to Manager in accordance with the following provisions:

(a) [redacted]

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(d) [redacted]

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the parties have executed this Management Agreement as of the date first above written.

OPERATOR:

GOLD STREAM RETIREMENT COMMUNITIES LLC, a Utah limited liability company

By: _____
Name: John Robertson
Title: Manager

[Signatures Continue on the Following Page]

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MANAGER:

CPF GRACE MANAGEMENT – SNOW CANYON, LLC, a Delaware limited liability company

By: _____

Name: Guy Gelfer

Title: President

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EXHIBITS

Exhibit A	Required Insurance
Exhibit B	Approved Budget for First Contract Year

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EXHIBIT A

1. Operator Placed Insurance:

(a) Insurance on the Community (including contents) against loss or damage by fire, lightning and all other risks covered by the usual standard extended coverage endorsements, with such deductible limits as are generally established by Manager, all in an amount no less than the replacement cost thereof.

(b) Insurance against loss or damage from explosion of boilers, pressure vessels, pressure pipes and sprinklers, to the extent applicable, installed in the Community.

(c) Business interruption insurance covering loss of profits and necessary continuing expenses, of a type and in amounts and with such deductible limits as are approved by Operator in their reasonable discretion.

(d) Commercial General Liability and Professional Liability Insurance covering all professional services provided within the scope of this Agreement in amounts not less than the following:

Professional Liability:	$1,000,000 per Claim/$3,000,000 Aggregate
General Liability:	$1,000,000 per Claim/$3,000,000 Aggregate
Personal and Advertising Injury	$1,000,000
Products - Completed Operations	$1,000,000 per Claim
Damage to Premises	$100,000
Medical Payments	$10,000

The deductibles for such policies shall not exceed the following:

0-250 beds:	no greater than $50,000
251-500 beds:	no greater than $100,000
501-1000 beds:	no greater than $150,000
1000+ beds:	no greater than $250,000

If such liability policies are on a claims made basis, then upon termination of this Agreement, a tail insurance policy will be required with a term no less than three (3) years.

(e) Umbrella or Excess Liability Insurance with limits of not less than $5,000,000 Each Claim/$5,000,000 Aggregate. Coverage shall be excess of the underlying Professional Liability, General Liability, Employers Liability and Auto Liability insurance described in this Exhibit. Coverage shall be written on a Follow Form with coverage terms at least as broad as the underlying insurance.

(f) Auto Liability Insurance with policy limits of not less than $1,000,000 Combined Single Limit. Symbol 1 on Auto Liability. Coverage for Hired & Non-Owned liability. Physical Damage coverage required on a Symbol 7 basis with physical damage deductibles not more than $2,500 per vehicle.

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(g) Liquor insurance, as required.

2. Independent Contractor Insurance:

Manager shall require that all independent contractors performing work at the Community shall maintain insurance coverage at such contractors' expense. At a minimum, such insurance shall include the following:

(a) Workers' compensation and all other insurance pertaining to employees required by applicable law; and

(b) Primary commercial general liability and automobile liability insurance covering owned, hired and non-owned vehicles with liability limits of not less than One Million Dollars ($1,000,000.00), combined single limit coverage for each occurrence or in such other amount as Operator may approve. The insurance referred to in this paragraph shall, without additional cost to Operator or Manager, include Operator and Manager as named insureds and Operator's mortgagee as additional insured. Higher coverage may be required if the work to be performed is sufficiently hazardous. Manager shall obtain and keep on file for each such contractor a certificate of insurance which shows that the contractor is so insured.

3. Insurance Requirements:

(a) All policies of insurance provided under this Exhibit A shall name Manager and Operator and their respective members and principals as either an insured or an additional insured party. In addition, Lender shall be named as mortgagee, loss payee and an additional insured party, as applicable.

(b) Operator shall deliver to Manager upon request and Manager shall deliver to Operator upon request certificates of insurance with respect to all policies provided under this Exhibit A, including existing, additional and renewal policies and, in the case of insurance about to expire, shall deliver certificates of insurance with respect to the renewal policies not less than ten (10) days prior to the respective dates of expiration.

(c) All policies of insurance provided for under this Exhibit A shall, to the extent obtainable, have attached thereto an endorsement that such policy shall not be canceled or materially changed without at least ninety (90) days prior written notice to Operator and Manager.

(d) Notwithstanding the foregoing, the insurance requirements set forth on this Exhibit A shall at all times be subject to general market conditions and availability of the required insurance policies.

CONFIDENTIAL - Protected Record per Utah Code Ann. 63G-2-305

EXHIBIT B

Initial Approved Budget

(A) Operator and Manager shall mutually agree on all significant and material decisions relating to pre-opening operating expenses incurred prior to Certificate of Occupancy.

Docusign Envelope ID: 06C25091-ABE1-4E9B-8BEE-73023CA1E027

CONFIDENTIAL - Protected Record per Utah Code Ann 63G-2-305

ADDENDUM TO MANAGEMENT AGREEMENT

This Addendum to the Management Agreement (this "**Addendum**") is made as of December 18, 2024 by and among GOLD STREAM RETIREMENT COMMUNITEIES LLC, a Utah limited liability company, ("**Operator**"), CPF GRACE MANAGEMENT – SNOW CANYON, LLC, a Delaware limited liability company ("**Manager**"), and SNOW CANYON RETIREMENT COMMUNITY LLC, a Utah limited liability company ("**Snow Canyon**").

RECITALS

A. Operator and Manager entered into that certain Management Agreement dated as of July 17, 2024 (the "**Management Agreement**") with respect to a senior housing community in Utah (the "**Facility**").

B. Snow Canyon is the owner of the Facility and the intended license holder of all licenses related to the Facility ("**Licenses**") including, but not limited to, liquor licenses to be issued by the Utah Department of Alcoholic Beverages Services and the City of Santa Clara (the "**Liquor Licenses**").

C. Operator, Manager and Snow Canyon desire to include Snow Canyon, as the intended licensee, as a party to the Management Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants of the parties set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree to amend the Management Agreement as follows:

1. **Licenses.** Snow Canyon as the holder of Licenses including, but not limited to, Liquor Licenses, shall be added to the Management Agreement and the term "Operator" in the Management Agreement shall be deemed to include Snow Canyon.

2. **Counterparts**. This Addendum may be executed in any number of counterparts and by electronic transmission of .pdf signature pages, each of which when executed and delivered shall be deemed an original, and all of which, taken together, shall constitute but one and the same Agreement.

[Signature Page Follows]

Docusign Envelope ID: 06C25091-ABE1-4E9B-8BEE-73023CA1E027

CONFIDENTIAL - Protected Record per Utah Code Ann 63G-2-305

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed by persons authorized to do so on behalf of each of them respectively as of the Execution Date.

OPERATOR:

GOLDSTREAM RETIREMENT COMMUNITIES LLC, a Utah limited liability company

Signed by:
By: James Petersen
EA3FD7C5F2F24D6...
Name: James Petersen
Its: Manager

MANAGER:

CPF GRACE MANAGEMENT – SNOW CANYON, LLC, a Delaware limited liability company

Signed by:
By: Guy Geller
6B1B447C09A44B8...
Name: Guy Geller
Its: President

SNOW CANYON:

SNOW CANYON RETIREMENT COMMUNITY LLC, a Utah limited liability company

Signed by:
By: James Petersen
EA3FD7C5F2F24D6...
Name: James Petersen
Its: Manager

Operating Hours

Canyon Crest Cafe

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
B 7:30 to 9:00 **L** 11:30 to 1:30 **D** 5:00 to 7:00	**B** 7:30 to 9:00 **L** 11:30 to 1:30 **D** 5:00 to 7:00	**B** 7:30 to 9:00 **L** 11:30 to 1:30 **D** 5:00 to 7:00	**B** 7:30 to 9:00 **L** 11:30 to 1:30 **D** 5:00 to 7:00	**B** 7:30 to 9:00 **L** 11:30 to 1:30 **D** 5:00 to 7:00	**B** 7:30 to 9:00 **L** 11:30 to 1:30 **D** 5:00 to 7:00	Closed

Redstone Grill (**no alcohol service*)

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
B 7:30 to 9:00 **L** 11:30 to 1:00 **D** 4:30 to 6:00	**B** 7:30 to 9:00 **L** 11:30 to 1:00 **D** 4:30 to 6:00	**B** 7:30 to 9:00 **L** 11:30 to 1:00 **D** 4:30 to 6:00	**B** 7:30 to 9:00 **L** 11:30 to 1:00 **D** 4:30 to 6:00	**B** 7:30 to 9:00 **L** 11:30 to 1:00 **D** 4:30 to 6:00	**B** 7:30 to 9:00 **L** 11:30 to 1:00 **D** 4:30 to 6:00	**B** 7:30 to 9:00 **L** 11:30 to 1:00 **D** 4:30 to 6:00

Junction Bar & Bistro

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
L 12:00 to 2:00 **D** 5:00 to 8:30	**L** 12:00 to 2:00 **D** 5:00 to 6:00	**L** 12:00 to 2:00 **D** 5:00 to 7:00	**Closed**	**Closed**	**L** 12:00 to 2:00 **D** 5:00 to 7:00	**B** 7:30 to 9:00 **D** 5:00 to 7:00

Carmines

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Closed	**Closed**	**Closed**	D 5:00 to 8:00	D 5:00 to 8:00	**Closed**	Brunch 10:00 to 2:00

Rivers Edge Bistro (Beverage Station) (**no alcohol service)*

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8:00 to 7:00 Snack 10:00a Snack 3:30p	8:00 to 7:00 Snack 10:00a Snack 3:30p	8:00 to 7:00 Snack 10:00a Snack 3:30p	8:00 to 7:00 Snack 10:00a Snack 3:30p	8:00 to 7:00 Snack 10:00a Snack 3:30p	8:00 to 7:00 Snack 10:00a Snack 3:30p	8:00 to 7:00 Snack 10:00a Snack 3:30p

Orders from the “always available” menu can be ordered in the Redstone Grill and Junction Bar & Bistro in between the posted service hours (i.e., there will be food available from 7:30 am to 7:00pm daily).

CITY OF
SANTA CLARA
FOUNDED 1854

NOTICE OF PUBLIC HEARING

The Santa Clara City Council will hold a Public Hearing at 6:00 PM on Wednesday, January 8, 2025, in the City Council Chambers, 2603 Santa Clara Drive, Santa Clara, Utah 84765.

The purpose of the Public Hearing is to receive public input on the following item:

1. Discussion and Action to consider approval of a On Premise Alcoholic Beverage License (Class F) for the Snow Canyon Retirement Community.

Citizens of Santa Clara are encouraged to attend the meeting where they will be given the opportunity to express any concerns they may have with the proposed action.

In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary Communicative aids and services) during this hearing should notify the City Recorder, Chris Shelley at 673-6712, ext. 203 at least 24 hours prior to the hearing.

CHRIS SHELLEY, City Recorder

Mayor
Rick Rosenberg

City Manager
Brock Jacobsen

CITY OF SANTA CLARA
FOUNDED 1854

CITY COUNCIL

City Council
Jarett Waite
Ben Shakespeare
Christa Hinton
David Pond
Janene Burton

Regular Meeting Date: 08/Jan/25

Agenda Item: 2

Applicant: Wes Davis

Requested by: Jim McNulty

Subject: Zoning Ordinance Text Amendment

Description:

Wes Davis, representing Country Lane Commons, LLC is requesting a Zoning Ordinance Text Amendment to add a new land use in the Planned Development Commercial, PDC zone. The proposed land use would allow for a "Non-Depository Consumer Lender" as a permitted use in the zoning district. This would be an amendment to Chapter 17.68.020, Allowed Uses in the Planned Development Zones.

Recommendation: N/A

Attachments: N/A

Cost: N/A

Legal Approval: N/A

Finance Approval: N/A

Budget Approval: N/A

2603 Santa Clara Drive, Santa Clara, Utah 84765

Phone (435) 673-6712 Fax (435) 628-7338

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

Staff Report

Zoning Ordinance Text Amendment
Summary and Recommendation

Public Body: Santa Clara City Council
Meeting Date: January 8, 2025
Current Zone: Planned Development Commercial, PDC
Property Location: Corner of Country Lane and Santa Clara Drive
Property Size: 0.76 Acres
Request: Zoning Ordinance Text Amendment
Applicant Name: Wes Davis
Staff Planner: Jim McNulty
Meeting Type: Public Meeting

PROJECT DESCRIPTION

The applicant, ***Wes Davis, representing Country Lane Commons, LLC is requesting a Zoning Ordinance Text Amendment*** to add a new land use in the Planned Development Commercial, PDC Zone. The proposed land use would allow for a "Non-Depository Consumer Lender" as a permitted use in the zoning district. This would be an amendment to Chapter 17.68.020, Allowed Uses in the Planned Development Zones.

The applicant intends to bring a ***"Non-Depository Consumer Lender" to the Country Lane Commons project.*** Currently, the Orange Peel business occupies a portion of the building. However, there are two (2) additional tenant spaces that remain unoccupied. Mr. Davis has indicated that the proposed use would occupy one of these tenant spaces with another future user to be determined.

Previously, Dollar Loan Center, DLC submitted a project narrative (attached) for review and consideration. This included language indicating that the previous applicant (DLC) did not engage in the business of check cashing, payday lending, or title loan lending. ***The applicant has informed City staff that DLC is no longer pursuing this site for a potential location (see attached email).***

On ***October 24, 2024, the Planning Commission held a public hearing*** on this item (Planning Commission minutes attached). After a good amount of discussion with the applicant and City staff, the Planning Commission ***voted 3 to 2 to Table the item*** until November 14, 2024, to allow for additional research to be collected and understood. On ***November 14, 2024, the Planning Commission*** further discussed the item with the applicant and City staff. The ***Planning Commission then made a motion to recommend Denial of the application to the City Council by a vote of 5 to 0*** (Planning Commission minutes attached).

Request: Zoning Ordinance Text Amendment

NEIGHBORHOOD RESPONSE

Notices were sent to the property owners within 300' of the subject property prior to the October 24, 2024, public hearing. The subject property was also posted as per State Code. No responses to the notice were received by City staff prior to or after the public hearing.

IDENTIFIED ITEMS TO CONSIDER

City staff and legal counsel have discussed the proposed application which includes a request to add a new land use for a "Non-Depository Consumer Lender" as a permitted use in the zoning district. ***The original application submitted by Wes Davis has not changed (except that the applicant informed City staff that DLC is no longer pursuing this location) since the Planning Commission tabled the item On October 24, 2024.*** We have the following comments for review and consideration:

1. The submitted project narrative indicates that banks provide credit to "prime" customers and check cashers/payday lenders/title loan lenders provide credit to "sub-prime" customers, then Dollar Loan Center's customers can be best described as "near prime". The typical Dollar Loan Center customer has a credit score between 640 to 720. The narrative also states that their product puts customers in control of their loan, and works off an amortized loan, with no prepayment penalties or fees. Please further describe the term "near prime" customer.

2. We're not experts in lending; however, it appears that potential customers may need products listed for "sub-prime" customers. How is this addressed by Dollar Loan Center?

3. The use should be better defined, if allowed. City staff and legal counsel have discussed the following terminology: Non-Depository Financial Institution not including check cashing, payday lending, or title loan lending. The project narrative submitted by Dollar Loan Center indicates that they do not offer these services.

4. The Zoning Ordinance Text Amendment would allow for the proposed use as a permitted use throughout the City in all Planned Development Commercial, PDC Zones.

5. The proposed Zoning Ordinance Text Amendment will be decided by the City Council as it includes a legislative decision. The City Council can approve or deny the application.

STATE CODE CONSIDERATIONS

Utah State Code, Section 10-9a-205 includes requirements for land use ordinance amendments. To amend an ordinance, a City Planning Commission must hold at least one public hearing. Additionally, a public hearing to consider an ordinance amendment requires a 10-day notice which requires the date, time, and place of the public hearing. City staff has determined that all State Code requirements have been met with this application.

Request: Zoning Ordinance Text Amendment

CITY STAFF RECOMMENDATION

On October 24, 2024, the Planning Commission held a public hearing on this item and made a **motion to Table the item by a vote of 3 to 2.** On **November 14, 2024,** the Planning Commission further discussed the item and made a **motion to recommend Denial of the application to the City Council by a vote of 5 to 0.** City staff recommends that the City Council review the submitted Zoning Ordinance Text Amendment to determine if the application is complete. If the application is determined to be complete, City staff would recommend that the City Council review and consider the Zoning Ordinance Text Amendment application subject to the following conditions:

1. That the Zoning Ordinance Text Amendment to add a new land use In the Planned Development Commercial, PDC Zone be better defined and include the following terminology: Non-Depository Financial Institution including check cashing, payday lending, or title loan lending.
2. That the proposed land use as defined be allowed as a permitted use in the Planned Development Commercial, PDC Zone.
3. That City staff proceed with the creation of development standards for this use to place in Chapter 17.20, Supplementary and Qualifying Regulations, of city code.

SANTA CLARA CITY PLANNING COMMISSION
MEETING MINUTES
2603 Santa Clara Drive
Thursday, October 24, 2024

Present: Logan Blake, Chair
Shelly Harris
Koni Hunter
Kristen Walton
Curtis Whitehead

Staff: Jim McNulty, Planning and Economic Development Manager
Selena Nez, Deputy City Recorder
Cody Mitchell, Building Official
Matt Ence, City Attorney

Excused: Mark Weston

1. Call to Order.

Chair Logan Blake called the meeting to order at 5:30 PM.

2. Opening Ceremony.

A. Pledge of Allegiance: Shelly Harris.

3. Conflicts and Disclosures.

4. Working Agenda.

A. Public Hearing.

i. Consider a Zoning Ordinance Text Amendment to Chapter 17.68.020, Allowed Uses in the Planned Development Zones. The Applicant, Wes Davis, Representing Dollar Loan Center and Country Lane Commons, LLC, is Proposing to Add a New Land Use in the Planned Development Commercial, PDC Zone. The proposed use would allow for a "Non-Depository Consumer Lender" as a Permitted Use in the Zoning District.

Planning and Economic Development Manager Jim McNulty presented the staff report. Mr. McNulty shared that the applicant, Wes Davis, was present representing Dollar Loan Center and Country Lane Commons, LLC, and is requesting a Zoning Ordinance Text Amendment to add a new land use in the Planned Development Commercial ("PDC") Zone. Mr. McNulty explained that the proposed land use would allow for a "Non-Depository Consumer Lender" as a permitted use in the zoning district. This would be an amendment to Chapter 17.68.020, Allowed Uses in the Planned Development Zones.

Mr. McNulty stated that the applicant plans to bring a Dollar Loan Center to the Country Lane Commons Project. The Orange Peel currently occupies a portion of the building but two additional tenant spaces are unoccupied. The Dollar Loan Center will occupy one of those spaces with another future user to be determined. Mr. McNulty explained that the applicant has submitted a project narrative for review and consideration, which includes language stating that Dollar Loan Center does not engage in the business of check cashing, payday lending, or title loan lending. Notices have been sent to property owners within 300 feet of the subject property, and the subject property was posted per State Code; however, no responses have been received by City staff.

Mr. McNulty reported that the proposed application includes a request to add a new land use for a "Non-Depository Consumer Lender" as a permitted use in the zoning district. Mr. McNulty noted the following comments for review and consideration:

1. The submitted project narrative indicates that banks provide credit to "prime" customers, and check cashers/payday lenders/title loan lenders provide credit to "sub-prime" customers. Dollar Loan Center's customers can be best described as "near prime." The typical Dollar Loan Center customer has a credit score between 640 to 720. The narrative also states that their product puts customers in control of their loan, and works off an amortized loan, with no prepayment penalties or fees. Please further describe the term "near prime" customer.

2. While not experts in lending; it appeared that potential customers may need products listed for "sub-prime" customers. How is this addressed by Dollar Loan Center.

3. The use should be better defined if allowed. City staff and legal counsel have discussed the following terminology: Non-depository financial Institution, not including check cashing, payday lending, or title loan lending. The project narrative submitted by Dollar Loan Center indicates that they do not offer these services.

4. The Zoning Ordinance Text Amendment would allow what is proposed as a permitted use throughout the City in all PDC Zones.

5. The proposed Zoning Ordinance Text Amendment will be determined by the City Council, as it includes a legislative decision. The City Council can approve or deny the application.

Mr. McNulty stated that City Staff recommends that the Planning Commission review the submitted Zoning Ordinance Text Amendment to determine if the application is complete. If the application is deemed complete, Staff will recommend that the Planning Commission forward a recommendation to the City Council for their review and consideration of the Zoning Ordinance Text Amendment application, subject to the following two conditions:

1. The Zoning Ordinance Text Amendment shall add a new land use in the Planned Development Commercial, PDC Zone be better defined and include the following terminology: Non-depository financial Institution not including check cashing, payday lending, or title loan lending.

2. The proposed land use as defined shall be allowed as a permitted use in the Planned Development Commercial, PDC Zone.

Chair Blake opened the public hearing.

Michelle Keltner gave her address as 963 Country Lane and reported that she shares a driveway with the subject property. She was opposed to having Dollar Loan Center there because of the kind of people it would bring into the area. She has also spoken to staff at Country Kids Daycare Center and they told her that they are against it as well. Ms. Keltner reported that Lindsay Hickman and her husband indicated that they are also opposed.

There were no further public comments. Chair Blake closed the public hearing.

Commissioner Harris stated that she is a traditional banker and asked if Dollar Loan Center would be considered a prime depository lender. She asked for clarification as to why certain types of lending, such as title loans and payday loans, are excluded from the amendment.

City Attorney, Matt Ence, explained that when the application asking for the change to the Code was received, he and Mr. McNulty thought that if the City Council wanted to make an amendment, it would be easier to make a change if the amendment is as narrow as possible. Mr. Ence explained that the language in the amendment was crafted so that, if approved, it would allow Dollar Loan Center to be located here and in other locations in the same zone throughout the City. It would, however, still exclude businesses that the public might find undesirable. Mr. Ence emphasized that this is just a proposal and should not be interpreted as any kind of endorsement.

Commissioner Harris asked about doing a similar Conditional Use for this property only. Mr. Ence explained there are pros and cons with whatever approach is taken. In the ordinance, there is language about other compatible uses but what is considered compatible is up to interpretation. Mr. Ence reported that an alternative approach would be for the Planning Commission and City Council to consider the Dollar Loan Center as a use that is compatible with the already permitted uses. However, the approach before the Planning Commission today is more specific because the ordinance would be changed to specifically describe what would be allowed and what would be excluded.

Commissioner Hunter asked why an institution that provides payday loans would not be wanted in Santa Clara, while an unsecured lender is. She felt strongly that there are people in Santa Clara who need all of these various types of loans, including payday loans.

Commissioner Whitehead reported that non-depository lenders such as the Dollar Loan Center seem to be in the same category as check cashing, payday lending, or title loan lending institutions that are being excluded in this amendment. It was his opinion that they were not that different from one another. Commissioner Whitehead agreed with concerns that the first thing a person will see coming into the City would be a Dollar Loan Center. He was not sure it was a good idea to reword the ordinance to benefit a certain business.

Commissioner Walton agreed with all that had been said so far. She asked for clarification as to whether Dollar Loan Center qualifies as a "similar financial institution" to a bank. Commissioner Whitehead explained that the difference is that Dollar Loan Center does not offer deposits. Non-depository lenders have more latitude and are not as heavily regulated. He added that non-depository

lenders usually have less traffic impact. Commissioner Hunter had similar concerns to those voiced about the zoning ordinance text amendment.

Mr. Ence stated that the ordinance does not spell out what a "similar financial institution is" but the applicant was informed that Dollar Loan Center does not qualify as a similar business, so it would not be allowed under the current ordinance.

Mr. McNulty stated that a "non-depository institution" is a financial business other than a depository institution such as a bank, credit union, mortgage lender, or savings and loan institution that is registered with the State of Utah.

The applicant, Wes Davis, reported that the neighborhood where the Dollar Loan Center will be is very aware and organized, so the fact that they are not present at this meeting in numbers would seem to indicate they are not opposed to it. He explained that there are Dollar Loan Centers all over the country, including some in the same business complex as daycare centers and they are doing very well. He struggled to understand why there are concerns about it being the first thing people see when they come to Santa Clara. They will simply see a business sign on a building. He took issue with characterizing people who use Dollar Loan Centers as undesirable people coming from outside of Santa Clara and stated that people who use it already live in the City. He added that along Santa Clara Drive there is no room for an anchor tenant, so other businesses need to be brought in. If a restaurant were put in this location instead, it would have a much bigger impact on traffic, which would affect those who live next door and who patronize the daycare center. This business will not bring much traffic, will help drive revenue, and be a support to the other small businesses there.

Chair Blake asked for clarification on how widely publicized this meeting was. Mr. McNulty stated that tonight's meeting has been noticed for 10 days. A mailer was sent out, a narrative was put on site, and the public hearing banner was posted in front of City Hall. However, this type of meeting usually does not attract the same kind of attention as a meeting about a rezone.

Chair Blake was not concerned about this business being the first thing that is seen when driving into Santa Clara and it did not seem like this business will have a particularly negative impact in the zone. He stated that the way Santa Clara's PD zone is written, the uses are not specific to a site. He stated that it seems atypical for a PD zone not to establish a use list for each application.

Mr. McNulty explained that conditional uses are permitted with conditions. However, he noted that currently, more and more communities are limiting conditional use. There are many more that are permitted uses. However, he was not sure how one could review this one as its own separate conditional use as a tenant space in this particular building.

Chair Blake did not feel that this particular use would be more impactful than a bank. He noted that this business would probably have less traffic than a bank because it will not have a drive-thru.

Mr. McNulty explained that in the PDC Zone, a bank or other similar financial institution is a permitted use. If the desire is to allow this business, it should be identified with a Code Amendment rather than having staff interpret on a case-by-case basis, because the Planning Commission and the City Council may not agree.

Commissioner Harris stated that Mr. Davis made a good point in that there are residents of Santa Clara who need non-depository financial institutions like Dollar Loan Center. She had concerns about excluding other non-depository institutions such as institutions that do payday loans, title loans, etc. Commissioner Whitehead noted that Dollar Loan Center is setting itself apart from those other types of lenders with the language in its application.

The representative from Dollar Loan Center, Chet Bryant, explained that Dollar Loan Center does short-term signature loans. A typical consumer may be someone who needs a loan for two days to cover their rent, or a loan to cover care for their sick pet. Some customers are people who could use a bank, except that they do not have time to wait for loan approval. Customers do not usually keep a loan out for the entire time; on average, it is less than 90 days, since they can pay the loan off anytime with no prepayment penalty. The interest rate is 199% annually, but on average, Dollar Loan Center consumers will never pay more than 40% interest. Mr. Bryant emphasized this is not a payday loan center that's behind glass. Dollar Loan Center tries to be a welcoming place that's very much like a bank for hard-working people who need to borrow money quickly.

Mr. Ence explained that the other option is to essentially approve this as a conditional use, stating that it meets the general requirement of other similar businesses and is similar to other financial institutions that are permitted under the Code. However, that would set a precedent for allowing this type of business anywhere the zone is. This is a PDC zone, so it would have an impact on the PDC zone across the City of Santa Clara. The question was whether to narrowly define the approval, or make it broader to also allow payday loan centers and other similar businesses. One option was to recommend approval of this change but remove the exclusionary language that keeps it narrow.

Commissioner Whitehead pointed out that removing the exclusionary language would approve any non-depository lending institutions and not put any restrictions on what that means. That could open the door to other businesses that Santa Clara is not ready to approve.

Mr. McNulty stated that with Conditional Use if an applicant can meet Code requirements and agrees with all of the conditions, it has to be approved.

Mr. Ence noted that in terms of ordinances, it is always better to be more specific about what is desired. Allowing a conditional use under that general catchall language would open the door to other types of businesses that might be considered by a bank like Dollar Loan Center. He added that if the Planning Commission can articulate a policy to be reflected in the ordinance, he and City staff can come up with the specific language to describe it. For example, if the Planning Commission were to approve a permitted use in the zone that would allow Dollar Loan Center as well as check cashing, and title loans, he and Staff would go to the City Council with language that reflects that recommendation. Then the City Council would make a final decision.

Commissioner Whitehead stated that if he were to make a motion, his motion would be to table this until the Planning Commission can clarify what exactly should be allowed and whether the verbiage should be narrow or broad. This is not about whether this specific business is approved or denied, but about changing the verbiage and what the future ramifications of that would be.

Chair Blake stated that the Planning Commission could make a recommendation to keep the exclusions and in the future, if one of those businesses wants to apply to come into Santa Clara, the decision could be made to remove those exclusions.

Several Commissioners indicated that they would appreciate having more information about the various types of non-depository lenders before making a decision.

Mr. Ence stated that the purpose of the Planning Commission is to be an exploratory body to make informed recommendations to the City Council. He expressed his support for the Commission taking time to do more research. He suggested letting Mr. McNulty know if there is any information that Staff or the applicant can provide to the Planning Commission to help them make their decision.

5. General Business.

A. Recommendation to City Council.

i. Recommendation to the City Council for a Proposed Zoning Ordinance Text Amendment to Chapter 17.68.020, Allowed Uses in the Planned Development Zones. The Applicant, Wes Davis, Representing Dollar Loan Center and Country Lane Commons, LLC, is Proposing to add a new land use in the Planned Development Commercial, PDC Zone. The proposed use would allow for a "Non-Depository Consumer Lender" as a Permitted Use in the Zoning District.

Commissioner Harris moved to TABLE the application for recommendation to consider Zoning Ordinance Text Amendment to Chapter 17.68.020, Allowed Uses in the Planned Development Zones to be modified, to allow time for additional research to be done, collected, and understood. Commissioner Hunter seconded the motion. Vote on motion: Chair Blake-No; Commissioner Harris-Yes; Commissioner Hunter-Yes; Commissioner Walton-Yes; Commissioner Whitehead-No. The motion passed 3-to-2.

ii. Recommendation to the City Council for a proposed Amended Site Plan Review for Retail Space (Red Mountain Mercantile Store) located at 3003 Santa Clara Drive. Robert and Kimberly Sprague, Applicants.

Mr. McNulty presented the Staff Report and stated that the applicants, Robert and Kimberly Sprague, are proposing to convert the existing single-family home located at 3003 Santa Clara Drive into retail space to be known as the Red Mountain Mercantile Store. The subject property is 0.75 acres (32,670 square feet) in size. The home is approximately 1,500 square with approximately 1,000 square feet to be utilized for business purposes. Mr. McNulty stated that the applicants intend to clean up and paint the interior/exterior of the home to allow for the proposed commercial use of property. This is one of eight homes on the National Register of Historic Places in Santa Clara City and the existing home is an example of the Utah Vernacular "Greek Revival" style home from approximately 1880 - 1910.

Mr. McNulty explained that the Heritage Commission reviewed the project on September 19, 2024, and approved the Building Use/Site Layout after careful review of the proposal and the recently adopted Historic District Design Guidelines. Mr. McNulty reported that Chapter 17.74, Historic District/Mixed Use, requires a review of the site plan layout, as well as other necessary items as needed for a commercial project. Mr. McNulty stated that the subject property is located at 3003

Santa Clara Drive and has frontage along Santa Clara Drive. An existing single-family home is located on the property, and existing single-family homes abut the east and west property lines.

Staff identified the following items that need to be addressed with the Site Plan Review:

1. **Site Plan Layout:** Vehicle access to the site will be provided off Santa Clara Drive. An existing driveway access is located to the side (east side) of the building. The private driveway is 27 feet in width with an existing 3-foot sidewalk next to the building and will provide access to four parking spaces, as well as an existing storage shed on the property. Pedestrian access to the building will be available off Santa Clara Drive (north). The footprint of the building will remain as it is.

2. **Building Colors:** The applicants intend to repaint the old, weathered wood trim (white color), as well as touching up original and historically accurate paint colors (the stucco façade is a yellow color). City staff recommends that the applicants review the Color Matrix – Exhibit B, in the Historic District Design Guidelines and be prepared to discuss with the Heritage Commission for review and approval at a future meeting.

3. **Project Landscaping:** The final landscape plan will be required to comply with *City Ordinance #24-02 (Water Efficient Landscaping & Conservation Standards).* The Landscape Plan includes some details on existing trees, shrubs, and perennials. It appears that the submitted landscape plan meets code requirements; however, City staff will do a more thorough review prior to final approval. The two Sycamore Trees along the Santa Clara Drive property frontage will remain.

4. **Required Parking:** The project is required to have a minimum of four parking spaces for the proposed business as per Chapter 17.32. The Site Plan includes a total of four parking spaces (including 1 required ADA space) adjacent to the east side of the building off Santa Clara Drive. An ADA ramp is not required as the property is on the National Register of Historic Places.

5. **Old Stage Removal:** The applicants propose to remove an old stage located behind the existing home on the property. There is no historic value associated with this stage, and its removal will help with property clean-up.

6. **Project Signage:** Chapter 17.45 allows for signs in the Historic District. Currently, the applicant is reviewing options for project signage. The applicant will be required to go to the Heritage Commission for review and approval of all project signage at a future meeting.

Mr. McNulty reported that City staff recommends that the Planning Commission forward a positive recommendation to the City Council for Amended Site Plan Approval for retail space (Red Mountain Mercantile Store) located at 3003 Santa Clara Drive, subject to eight conditions.

The applicant, Robert Sprague made brief comments, however, the microphone was not on and his comments were not audible.

Chair Blake asked about a graphic of an aerial of the house that shows a different parking configuration. Mr. McNulty explained that the original concept for parking did not work so the parking configuration has been changed. It is correct in the site plan from Alpha Engineering, which is what is now before the Planning Commission.

Commissioner Harris pointed out that the Heritage Commission Staff Report dated August 15, 2024, shows Hayley Mayfield as the applicant. Mr. McNulty explained that Hayley Mayfield and her mother were interested originally but they were not able to agree to a lease with the owner, Steven Hafen.

Commissioner Whitehead moved to forward a recommendation of APPROVAL to the City Council on the proposed Amended Site Plan for retail space for the Red Mountain Mercantile Store located at 3003 Santa Clara Drive, contingent on the following eight conditions recommended by City Staff:

1. **The applicants shall be required to comply with the recommendations from all City reviewing departments.**

2. **The applicants shall be required to install site improvements that meet City standards.**

3. **The project shall be built according to the approved Site Plan. This includes but is not limited to all items listed in the Staff Report.**

4. **The applicants shall review the Color Matrix – Exhibit B, in the Historic District Design Guidelines, and be prepared to discuss building colors with the Heritage Commission for review and approval.**

5. **A minimum of four parking spaces (including 1 required ADA space) shall be provided for the site as per Chapter 17.32 of City Code and the Historic District Design Guidelines.**

6. **The final Landscape Plan shall be required to comply with City Ordinance #2024-02 (Water Efficient Landscaping & Conservation Standards). The two (2) Sycamore Trees along the Santa Clara Drive property frontage remain.**

7. **All project signage shall comply with Chapter 17.45 of City Code. Future signage shall be reviewed and approved by the Heritage Commission as per the Historic District Design Guidelines.**

8. **The applicant shall be required to work with the Building Official to be compliant with all Building Code requirements.**

Commissioner Harris seconded the motion. The motion passed with the unanimous consent of the Planning Commission.

6. Discussion Items.

A. New Planning Commission Member

Mr. McNulty reported that the previous night the City Council approved Josh Westbrook as a Planning Commissioner. His first Planning Commission Meeting will be November 14, 2024, and there will likely be at least four items on the agenda. The Planning Commission will not meet on November 28, 2024, as that is the Thanksgiving holiday. The Planning Commission will meet once in December as well.

7. Approval of Minutes.

A. Request Approval of the Regular Meeting Minutes – October 10, 2024.

Commissioner Harris moved to APPROVE the minutes of the October 10, 2024, Santa Clara Planning Commission Regular Meeting. Commissioner Walton seconded the motion. The motion passed with the unanimous consent of the Commission.

8. Adjournment

The Planning Commission Meeting adjourned at 6:50 PM.

_____
Jim McNulty
Planning Manager

Approved: _____

SANTA CLARA CITY PLANNING COMMISSION
MEETING MINUTES
2603 Santa Clara Drive
Thursday, November 14, 2024

Present: Logan Blake, Chair
Shelly Harris
Koni Hunter
Josh Westbrook
Curtis Whitehead

Staff: Jim McNulty, Planning and Economic Development Manager
Selena Nez, Deputy City Recorder
Cody Mitchell, Building Official
Matt Ence, City Attorney

Excused: Mark Weston
Kristen Walton

1. Call to Order.

Chair Logan Blake called the meeting to order at 5:30 PM.

2. Opening Ceremony.

A. Pledge of Allegiance: Logan Blake.

3. Conflicts and Disclosures.

There were no conflicts or disclosures.

4. Working Agenda.

A. Public Hearing.

i. None.

5. General Business.

A. Recommendation to City Council.

i. Recommendation to the City Council for a Proposed Zoning Ordinance Text Amendment to Chapter 17.68.020, Allowed Uses. This item was tabled by the Planning Commission on October 24, 2024, after holding a Public Hearing.

Planning and Economic Development Manager, Jim McNulty presented an overview of the proposed Text Amendment requested by Wes Davis, representing Country Lane Commons, LLC. At its

October 24, 2024 meeting, the Planning Commission voted to table this item until November 14, 2024, to allow additional research to be collected and understood. Dollar Loan Center previously submitted a project narrative indicating that they did not engage in the business of check cashing, payday lending, or title loan lending, but the applicant later informed City Staff that Dollar Loan Center is no longer pursuing the site for a potential location. Mr. McNulty noted that the original application had not changed as the property owner still sought the Text Amendment. The five items for consideration were still applicable.

Mr. McNulty reported that all Utah State Code Section 10-9a-205 requirements for Land Use amendments had been met. Staff recommended that the Commission review the submitted Text Amendment to determine if the application was complete. If so, City Staff recommended that the Planning Commission forward a recommendation to the City Council for their review and consideration of the Zoning Ordinance Text Amendment subject to the three conditions outlined in the Staff Report. It was noted that an additional condition had been added to address concerns raised at the previous Planning Commission Meeting.

Mr. McNulty indicated that Dollar Loan Center's narrative requested a very narrow scope of use as they claimed they would not engage in check cashing, payday lending, or title loan lending. However, they were no longer the lessee applicant. The property owner has the right to request an amendment to the City Code and was still pursuing that amendment. The Planning Commission's options included recommending approval of the original request for a non-depository financial institution that does not engage in check cashing, payday lending, or title loan lending; approval that includes those activities; or a variation of their choosing. They could also add a condition that City Staff proceed with the creation of development standards for this use to place in Santa Clara City Code Chapter 17.20, Supplementary and Qualifying Regulations.

Chair Blake stated that his preference was for the developer to amend the Project Plan to allow the use for this specific project, not a Text Amendment that would apply to the entire Planned Development Commercial ("PDC") Zone. A Conditional Use Permit ("CUP") would then need to be granted for the use. PDC zones generally include a use list that is established as part of the project plan, and his interpretation was that the "other similar uses determined to be compatible" language was included to allow additional uses in specific projects. If it chose to do so, the Planning Commission could then approve the CUP subject to the City Council's final approval of the amended project plan. Chair Blake stated that that would be his preference as well. It was clarified that a decision would need to be made on the current application, then any new application would require a new public hearing with proper notice. The impact of the approach would be that if the alternative application were approved, it would allow that use in the project but not the entire zone. If another developer requested the same conditional use in their PDC, they would need to go through the same public hearing process.

Commissioner Whitehead was uncomfortable making a Text Amendment until the Planning Commission has discussed it in detail and can recommend properly amending the Code. The request was for a specific use but the Text Amendment would allow for different types of non-depository lenders, and he did not believe it should be approved until such a time as Staff and the Planning Commission were comfortable with the verbiage. Mr. Ence stated that the limiting language included in the proposed amendment was to address concerns similar to Commissioner Whitehead's and exclude title lenders, payday lenders, and check cashing. Commissioner Whitehead asked if there

would be a benefit to the community to have this type of business and expressed his discomfort at making a decision without that information.

In response to a question from Commissioner Whitehead to Mr. McNulty, Mr. Ence stated that the City had adopted the policy that Staff would not make recommendations on this type of decision. The Staff Report is framed in a way that is fair to the applicant and can be fairly considered by the Planning Commission and City Council. Commissioner Whitehead stated that if someone on City Staff has information that may help them better understand an application, the Commission would understand that they would just be expressing an opinion, but the information they provide could help them make a decision. Mr. Ence indicated that the Planning Commission was provided with the same information that is available to Staff. The Commission was asked in the last meeting if they required any additional information, and Staff answered their questions to the best of their ability. Staff could not provide an opinion on what is good or bad for Santa Clara because that is ultimately the City Council's decision based on the Planning Commission's recommendation and the information provided.

Commissioner Harris agreed with Commissioner Whitehead regarding being hesitant to allow multiple similar uses. She indicated that other cities have limited these types of uses by things like radius and asked if the Planning Commission could recommend that the City Council consider those options. Mr. Ence clarified that as long as their recommendation was responsive to the application before them, it would be acceptable for the Planning Commission to recommend approval with limitations regarding radius, population, etc.

Mr. McNulty reported that he was involved in writing the Sandy City ordinance regarding non-depository lending institutions. Such institutions were defined, and standards were put in place regarding conditional use, aesthetics, and proximity. One business was allowed per 10,000 people and population was determined based on the U.S. Census. A distance of 5,280 feet or one mile was required between institutions. He noted that there were already eight or nine such businesses in the city at the time it was adopted. After adoption, other cities used Sandy's ordinance as a base and defined it to their needs. Communities understood that there was a need for this type of business, but they wanted to limit them. Santa Clara has approximately 8,795 residents. If a use like this were to be allowed, a potential limitation could be one per 7,500 in population. The Sandy ordinance was applied to all commercial zones, so if a business meets all requirements the Conditional Use cannot be denied.

Commissioner Hunter thanked Mr. Ence for reminding the Commission that they could table the item at the last meeting. She felt very conflicted and was grateful for the extra time to do further research on the matter. Her opinion was that the PDC should not be changed, and the application should be denied. Commissioner Westbrook agreed with Commissioner Hunter and believed the request should be denied.

Mr. McNulty noted that the Sandy amendment was initiated by the city because of the number of this type of businesses that were coming into Sandy, whereas Santa Clara was considering an amendment based on an application that was submitted by a developer. A decision needed to be made on the application, and then the Planning Commission could direct Staff to research and draft an appropriate Text Amendment based on the City's specific circumstances.

Commissioner Whitehead stated that the Code should not be adjusted based solely on an application. If the Planning Commission recognized that a change was necessary, an amendment should be

researched, drafted, and discussed. He believed the Commission agreed that the City Code needed to be changed, but he was uncomfortable making the change based on an application. Chair Blake stated that he did not like the idea of denying applications on the basis that the language should come from the City and not the general public. Commissioner Harris indicated that she understood Commissioner Whitehead's point, but applications can often reveal areas of the Code that need reconsideration. Commissioner Whitehead restated that he did not feel comfortable approving a Text Amendment based solely on what a property owner would like to do with their property. Chair Blake indicated that many Code changes are made based on applications. Mr. McNulty stated that most amendments in bigger cities are initiated by property owners or developers because there is more development. Santa Clara is smaller, but it still receives applications, and they must be reviewed on a case-by-case basis.

Mr. Ence clarified that if the Commission needed to work through several iterations of a motion to get one that passes, they could do so.

Chair Blake moved to recommend that the City Council DENY a Proposed Zoning Ordinance Text Amendment to Chapter 17.68.020, Allowed Uses, and that the Council consider either adding additional restrictive language to limit the number of allowed uses through Chapter 17.20, Supplementary Qualifying Regulations, or encourage the applicant to return with an application for an amended Site Plan and Conditional Use Permit.

In response to a question from Commissioner Harris, Chair Blake stated that the motion was to recommend denial based on the need to add additional language. As a Commission, they would recommend additional supplementary qualifying regulations tied to allowing the use in the PDC zone.

Commissioner Whitehead seconded the motion. Vote on Motion: Commissioner Hunter-Yes, Commissioner Harris-Yes, Commissioner Whitehead-Yes, Commissioner Westbrook-Yes, Chair Blake-Yes. The motion passed unanimously.

Mr. Ence clarified that the recommendation was for the City Council to deny the application, but the applicant still had the option to go forward to the Council, which would make the final decision. The applicant, Wes Davis asked for further clarification. Mr. Ence stated that the Planning Commission made a recommendation to the City Council. Chair Blake explained the basis for recommending denial, which is that he feels a better approach would be to provide additional restrictions. Chair Blake added that the Planning Commission cannot require that language in the current application. Mr. Ence noted that the motion was made and approved.

Chair Blake explained that the recommendation for denial was because he preferred that the application come back to the Planning Commission with those other restrictions, and the City Council could either follow that recommendation or not. Mr. Ence added that as long as their decision is responsive to the application, they have legislative authority to either approve it as-is or modify their approval in any way they see fit. The Planning Commission's recommendation and reasons for that recommendation are just one thing they consider. If the applicant wanted to withdraw the application and either amend it or submit a new application in response to the Commission's comments, he could do so. That application would go back through the public hearing process. He could also choose to take the current application to the City Council and modify it based on the Commission's feedback. The item could be on the December 11, 2024, City Council Meeting agenda, and any new materials would need to be submitted well in advance of that date.

It was noted that the City Council has disagreed with Planning Commission recommendations in the past. The City Council will also consider the record from the public hearing and any input or information from the applicant.

Mr. McNulty stated that most of the cities along the Wasatch Front have similar ordinances and city-specific standards and it may be helpful for Mr. Davis to review those ordinances. Mr. Ence stated that if Mr. Davis would like the opportunity to discuss the issue with the City Council prior to the meeting at which they will make a decision, the Mayor and City Manager may be willing to include it as a Work Meeting agenda for discussion.

B. <u>Planning Commission Approval.</u>

i. Second Temporary Use Extension: Black Desert Temporary Maintenance Facility. Located Northeast of Pioneer Parkway and Red Mountain Drive. Patrick Manning, Applicant.

Mr. McNulty presented the Staff Report and indicated that the Temporary Use was approved in 2022 to allow Black Desert Resort to install a maintenance facility consisting of two trailers and one metal shed. The facility is located off the extension of Red Mountain Drive, north of the intersection with Pioneer Crossing. A Temporary Use Permit is valid for one year and the applicant can request three six-month extensions. The applicant received one extension on April 25, 2024. Staff recommended that the Planning Commission approve a second Temporary Use extension allowing for the maintenance facility at the Black Desert Resort, subject to the conditions outlined in the Staff Report.

Commissioner Whitehead moved to APPROVE the Second Temporary Use Extension for the Black Desert Temporary Maintenance Facility, subject to the following:

Conditions of Approval:

1. **That the Maintenance Facility be installed on the Property for no longer than 12 months, with up to three (3) extensions of up to six (6) months.**

2. **That the Maintenance Facility be removed, or another extension be requested by the applicant within 6 months.**

3. **That all original conditions of approval for this temporary use remain in place.**

Commissioner Harris seconded the motion. Vote on Motion: Commissioner Hunter-Yes, Commissioner Harris-Yes, Commissioner Whitehead-Yes, Commissioner Westbrook-Yes, Chair Blake-Yes. The motion passed unanimously.

ii. Preliminary Subdivision Plat Subdivision Plat Approval for the POM Grove Estates Subdivision located at approximately 2627 Vineyard Drive. Tyler and Chanelle Miller, applicants.

Mr. McNulty presented the Staff Report and stated that on September 12, 2024, the Planning Commission recommended that the City Council consider approving split zoning for the subject property to include the R-1-10 Single-Family Zone for Lot 1 and RA Single Family Zone for Lot 2. On October 9, 2024, the City Council approved the property rezoning as per the Planning Commission's recommendation. The applicants intend to build a single-family home on proposed Lot 2, which will be a flag lot. Lot 1 has an existing home. Access to both properties is via Vineyard Drive.

City Staff identified the following preliminary plat review items:

1. **Public Streets & Dedication:** All required public street improvements must meet City standards. Vineyard Drive has recently been improved to include new asphalt, curb, gutter, and a four-foot sidewalk on each side of the road.

2. **Building Setbacks/Height:** The building setbacks are required to meet the requirements of Chapter 17.64.050, R-1-10, Single-Family Zone (Lot 1), and Chapter 17.60.050, RA, Single-Family Zone (Lot 2). The building height for both homes in this subdivision is limited to 35'.

3. **Flag Lot:** Lot 2 is a flag lot as shown on the Preliminary Subdivision Plat. A flag lot requires approval of the Planning Commission. The staff portion of the lot must front on a public street and be a minimum of 25 feet wide, with a maximum length of 200 feet. The proposed flag lot has 32.53 feet **of** public street frontage. If the Planning Commission determined that this is an efficient use of land, the applicant would be required to comply with City Code requirements for a flag lot.

4. **Culinary Water Availability:** The applicant is required to obtain a will-serve letter or other verified **documentation** from the Washington County Water Conservancy District prior to final plat recordation.

5. **Secondary Water Availability:** The applicant is required to connect/install secondary water for outdoor **water** use.

6. **Dust Control:** The applicant will be required to submit a dust control plan prior to final plat recordation. Precautionary measures are needed to protect the general health, safety, and welfare of residents **living** in the vicinity.

Mr. McNulty reported that public notice is not required for a subdivision. The Planning Commission meeting agenda was posted in multiple locations as per State Code, and no comments were received.

The Building Department will require a Geotechnical Report prior to issuance of a Building Permit. The Power Department will require that all Public Utility Easements ("PUE") be shown on the final plat. The Public Works Department will require the PUEs and public streets be shown on the final plat, and a mylar with signature blocks is required for the final plat prior to recordation.

The application met State Code requirements for subdivisions, and the Planning Commission was holding a public meeting to consider the plat. City Staff recommended that the Planning Commission consider granting Preliminary Subdivision Plat approval for the POM Grove Estates Subdivision subject to the conditions outlined in the Staff Report.

In response to a question raised by Commissioner Westbrook, Mr. McNulty clarified that the maximum building height in all R-1 zones is 35 feet, with the exception of R-1-6 which only allows a maximum of 30 feet.

Chair Blake asked for clarification on the location of the water meter for Lot 1. Mr. McNulty stated that Public Works Director, Dustin Mouritsen, provided the applicant with a recommended location. It is not in the proposed flag lot. The applicant, Tyler Miller, clarified that there will be no utilities for Lot 1 on the flag lot with the exception of an irrigation meter.

Commissioner Whitehead noted that the property currently has a substantial amount of grass and asked how the City's new landscaping requirements would apply. Mr. McNulty stated that the existing home is exempt from the requirements, but the new home would need to comply with all requirements if culinary or City-owned secondary water is used for irrigation. Mr. Ence clarified that because the property is irrigated by a private source, those limitations do not apply.

In response to a question, Mr. Miller reported that he hired two different engineers, one for the legal description and one for the preliminary plat. Both engineers indicated that the neighboring property was owned by Kent and Tamara Harmon, but it is actually owned by Travis and Sue Gates. It was noted that Impact Fees would only be charged on the new lot in the subdivision as the existing lot already has services.

Chair Blake reminded the Commission that they would be approving or denying the subdivision plat, not making a recommendation to the City Council. The final plat would be subject to administrative approval only.

Commissioner Hunter moved to APPROVE the Preliminary Subdivision Plat for the POM Grove Estates Subdivision located at approximately 2627 Vineyard Drive, subject to the following:

Conditions of Approval:

1. **That the applicant be required to comply with the recommendations from all City reviewing departments.**

2. **That all required public street improvements for Vineyard Drive meet City standards.**

3. **That Lot 1 be required to meet the area, width, and yard regulations (building setbacks) as per Section 17.64.050 of City Code. That Lot 2 be required to meet the area, width, and yard regulations (building setbacks) as per Section 17.60.050 of City Code.**

4. **That Lot 2 be approved as a flag lot and meet the requirements of Section 16.24.080 of City Code.**

5. **That the building height for both homes in this subdivision is limited to 35'.**

6. **That the applicant provides a will-serve letter or other verified documentation from the WCWCD prior to final plat recordation.**

7. **That a secondary water system is required for outdoor water use.**

8. **That the applicant provides a dust control plan prior to final plat recordation.**

Commissioner Whitehead seconded the motion. Vote on Motion: Commissioner Hunter-Yes, Commissioner Harris-Yes, Commissioner Whitehead-Yes, Commissioner Westbrook-Yes, Chair Blake-Yes. The motion passed unanimously.

6. Discussion Items.

A. None.

7. Approval of Minutes.

A. Request Approval of the Regular Meeting Minutes – October 24, 2024.

Commissioner Hunter indicated that on Page 3, the third paragraph from the bottom, Commissioner Harris was misidentified as Commissioner Hunter.

Commissioner Harris moved to APPROVE the minutes of the October 24, 2024, Santa Clara Planning Commission Regular Meeting, as amended. Commissioner Hunter seconded the motion. The motion passed with the unanimous consent of the Commission.

Mr. McNulty reported that the next Planning Commission Meeting will be held on December 12, 2024. There will not be a second meeting in December.

Mr. McNulty has been working with Mr. Ence on the consulting contract for the General Plan Update, and he hoped to have it finalized the following day. The kick-off meeting will include the Heritage Commission, Planning Commission, and City Council, and will likely be scheduled for January 2025.

Mr. McNulty reported that he received an email from Mark Weston indicating that he would not be returning to the Planning Commission as he has conflicting commitments. He will speak with Mayor Rosenberg and City Manager, Brock Jacobsen regarding a potential replacement.

8. Adjournment

The Planning Commission Meeting adjourned at 6:39 PM.

_____
Jim McNulty
Planning Manager

Approved: _____

CITY OF
SANTA CLARA
FOUNDED 1854

ZONING ORDINANCE TEXT AMENDMENT APPLICATION

Filing Fees: $150.00

I request that the Planning Commission and City Council amend Title 17 "Zoning Ordinance", Chapter & Section:

Chapter 17.66, Commercial Zone

As follows (attach a separate sheet if necessary):

17:66:030: PERMITTED USES:

The following listed uses are not intended to be all inclusive, but rather, indicative of uses permitted in this zone:

Non-depository Consumer Lender.

The reason for the proposed text amendment is (attach a separate sheet if necessary):

Please see attached petition from applicant, Dollar Loan Center Utah, LLC advocating for amendment of Chapter 17.66 to include Non-depository Consumer Lender as a permitted use.

1. If the proposed request is to create a new zone, the applicant shall attach a purpose statement for a new zone as found in Chapter 17 for the existing zones. Proposed uses and standards shall be submitted as found in Chapter 17.

Note: It is important that all applicable information noted above with the fee is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Once your application is deemed complete, it will be scheduled for a weekly Technical Review Committee, TRC meeting prior to being scheduled for a Planning Commission meeting which will include a public hearing.

Applicant Name: DLC & Courtney Lane Commons LLC (C/o Wes Davis)

Mailing Address: 243 E. St. George Blvd #200

Work Phone: 435-627-5705 Email Address: wdavis@naiexcel.com

Project Name: Courtney Lane Commons

Signature of Applicant(s)

Signature of Applicant(s)

DOLLAR LOAN CENTER

dontbebroke.com

8860 W. Sunset Road, Las Vegas, NV 89148

October 9, 2024

City of Santa Clara
Attn: Matt Ence, City Attorney
2603 Santa Clara Drive
Santa Clara, UT 84765

RE: Zoning Ordinance Text Amendment Application

Dear Mr. Ence,

Dollar Loan Center is seeking to amend the zoning ordinance within the City of Santa Clara to include Non-depository Consumer Lenders within permitted uses under Chapter 17.66, Commercial Zone. Our Commercial Agent Wes Davis has recently been in contact with city staff to communicate our desire in expanding to your city. We understand that an application to amend the zoning ordinance is required and submit this letter in support of our proposal.

Dollar Loan Center has proudly been operating in Utah since 2004. We currently employee over forty employees across 10 locations throughout the State and are looking to expand our footprint in the great state of Utah. DLC is licensed by the Utah Department of Financial Services as a Non-Depository Consumer Lender under chapter 70C of the Utah Financial Code. DLC provides unsecured loans to individuals for short-term financial needs. The consumer demand for non-depository lending has increased in recent years as banks continue to tighten their lending policies.

DLC is not a "check casher" or "payday lender". Under Utah law as explained by the Utah Department of Financial Services in the following excerpt from the Department's website:

> "The 1999 Utah Legislature amended the Financial Institutions Act to regulate payday lending by creating Chapter 23, currently entitled the "Check Cashing and Deferred Deposit Lending Registration Act". The statute regulates check cashers, those who cash checks for a fee, and deferred deposit loan lenders (lenders who extend payday loans). Deferred deposit lenders are those who accept a check written on a person's account or a written or electronic authorization to effect a debit from a person's account using an electronic payment; and the deferred deposit lenders provides the person an amount of money that is equal to the face value of the check or the amount of the debit less any fee or interest charged for the transaction, and agrees not to cash or process the debit until a specific date."

DLC does <u>not</u> engage in the business of payday lending or check cashing and DLC is <u>not</u> a Chapter 23 (Check Cashing and Payday Lending) license in the State of Utah.

Unlike payday lenders and check cashers, DLC does not hold the means of payment at the time a loan is extended. As such, DLC carefully scrutinizes and underwrites all applications including running a full credit report. DLC has always been committed to the principle of responsible lending and caters to a professional clientele. The process followed to obtain a loan from DLC is very similar to the process a customer may undergo to obtain a loan from a traditional bank. Our clients fill out an application, we check their credit and current liabilities, and then determine if the loan can be approved.

If banks provide credit to "prime" customers and check cashers/payday lenders/title lenders provide credit to "sub-prime" customers, then Dollar Loan Center's customers can be best described as "near prime". The typical Dollar Loan Center customer has a credit score between 640 and 720. Our product puts the consumer in the control of their loan, and works off an amortized loan, with no prepayment penalties or fees. This allows the customer to control how much they pay for borrowing from Dollar Loan Center.

Dollar Loan Center's over 60 locations (10 in Utah) are professional places of business that are similar to any small branch of a local or national bank. We are proud of the quality of our facilities, along with our professional staff. We have many long-term customers in the states in which we operate, and they have relied on our services for many years. We fill a very important role in the financial system.

Dollar Loan Center employs over 250 people nationally and a location in Santa Clara is projected to provide at least 2 new full-time jobs that offer health insurance, paid time off and a generous 401k plan.

We are excellent community partners in all the locations in which we operate, and we expect to continue the same in Santa Clara. Our charitable giving includes organizations such as Henry's Place, Opportunity Village (in Nevada), Boys and Girls Club, Children's Miracle Network, and Susan G. Komen for the Cure, as well as many others. I am very proud of the work we do in the communities we serve, and we look forward to becoming a positive part of your community.

I hope this letter provides more detail as to who Dollar Loan Center is and what we do.

If I can answer any questions about our company, please contact me at (702) 849-1133.

Thank you for your time and consideration.

Kevin Baird
Director of Compliance

Jim McNulty

From: Wes Davis <wdavis@naiexcel.com>
Sent: Monday, October 28, 2024 10:40 AM
To: Jim McNulty; Matt Ence; Rick Rosenberg
Cc: Rick Schofield
Subject: Santa Clara App

Jim,

Good morning, hope you a had good weekend. We were hoping we would have heard something from the City by now regarding when we will be on the next meeting agenda or any further guidance. In the meantime, we'd like to give you an update on our end. The planning commission meeting was obviously less than welcoming. The owners of the prospective business were caught off guard by what they felt was racist and discriminatory language and rhetoric. As such, Dollar Loan Center has asked that their name be removed from the application, any city meeting records, and any further discussion in the matter. The references that the City doesn't want that type of a business or that they don't want to see that at the entrance to the city or that it will attract those types of people was a bit much.

The property owner however, does want to see this through and we plan on continuing the process. In our follow up discussion with commissioners several felt uninformed and unprepared for the agenda item. What additional information could we provide or further clarification would be helpful? If we look back 5 years ago the City made this parcel be zoned commercial when the Heritage project was coming together. This site has been completed and advertised for lease for a lengthy period of time with limited activity or interest. Several proposals have come in from financially unviable tenants or others that would not be what we felt a good use in that location. Dollar Loan Center has 60-70 locations nationwide, that increases the likelihood of it having staying power instead of the vacancy and turnover we see at the entrance of Santa Clara now. The building will have a sign no matter who goes in there- we don't understand the concern of seeing "that". This would be a bit of a destination location that its success wouldn't rely on the limited traffic on Santa Clara Dr and would actually bring more people to the area thus bolstering economic numbers. The services they provide are not for poor people or financially irresponsible borrowers, they catered to people with strong credit scores, a job, and the ability to pay back- in fact many of their borrowers have significantly above average incomes. The truth is not everyone wants to deal with a traditional lender taking months to get to a decision and jumping through a lot of hoops.

We believe there is a chance we might be able to get this current tenant back to the table if this gets approved- however they have requested to distance themselves from the process given this first interaction with the City. Their sentiment was certainly not that of a business-friendly environment. We are hoping to show them that isn't the case.

Thank you,

Wes Davis, MBA, MICP
Executive Sr. V.P.
Commercial Sales/Leasing/Development Services

LIC#5502820-SA00
d. 435-627-5705
wdavis@naiexcel.com

Jim McNulty

From: Wes Davis <wdavis@naiexcel.com>
Sent: Thursday, October 31, 2024 11:53 AM
To: Jim McNulty; Rick Schofield
Cc: Mayor; Brock Jacobsen; Matt Ence
Subject: RE: Santa Clara Text Amendment Application

Jim,

Thank you for your reply. We aren't sure what the commission is asking for- they tabled us. We provided pictures, samples from other cities, info from ownership, description of the operation, general info on client profile, etc. – not sure if the commissioners received or saw any of that.

With the proposed tenant now distancing itself from the application, which if approved, we think there is a chance we can get them back, it may modify the discussion a bit. Not sure if the commission understands the current ordinance wouldn't allow for any private lenders/hard money lenders who may want to have a retail location or non-depository mortgage companies. It didn't appear the commission completely understood they could make a motion that could be as narrow or wide as they want to include or exclude the above and or pay day, title, or check cashing loans. We do recognize you and Matt explained the options several times. The commission may need to be better educated/guided- we are willing to be part of the solution. We have also been made aware that SC city has opted to have staff remain neutral on items and simply provide general information as it pertains to meeting or the code/ordinance and a complete application. This is new to us, so we are having to wrap our heads around how we can add the most value. We are happy to assist in any way possible, we have little to go on in what we can provide that may be helpful to the discussion.

How do we also keep the topic on point? Discussion regarding the NIMBY attitude- based on whatever profile, demographic, social or cultural differences, etc. doesn't seem to be productive to the matter at hand. While the discussion is City wide and the ordinance as a whole- this site should not be treated as "special". It's another commercial site- one that the City asked to be commercial. Signs will be up on buildings, traffic will increase because of the growth and occupancy, and it may not only be affluent SC residents that go there regardless of Tenants. After months and months of work to find tenants, in an overall strong occupancy market, and having limited success based off of the economics retailers need, we are looking to place a use that is more destination driven that will bring people in and not simply rely on drive by and local traffic. This can help drive other retail uses.

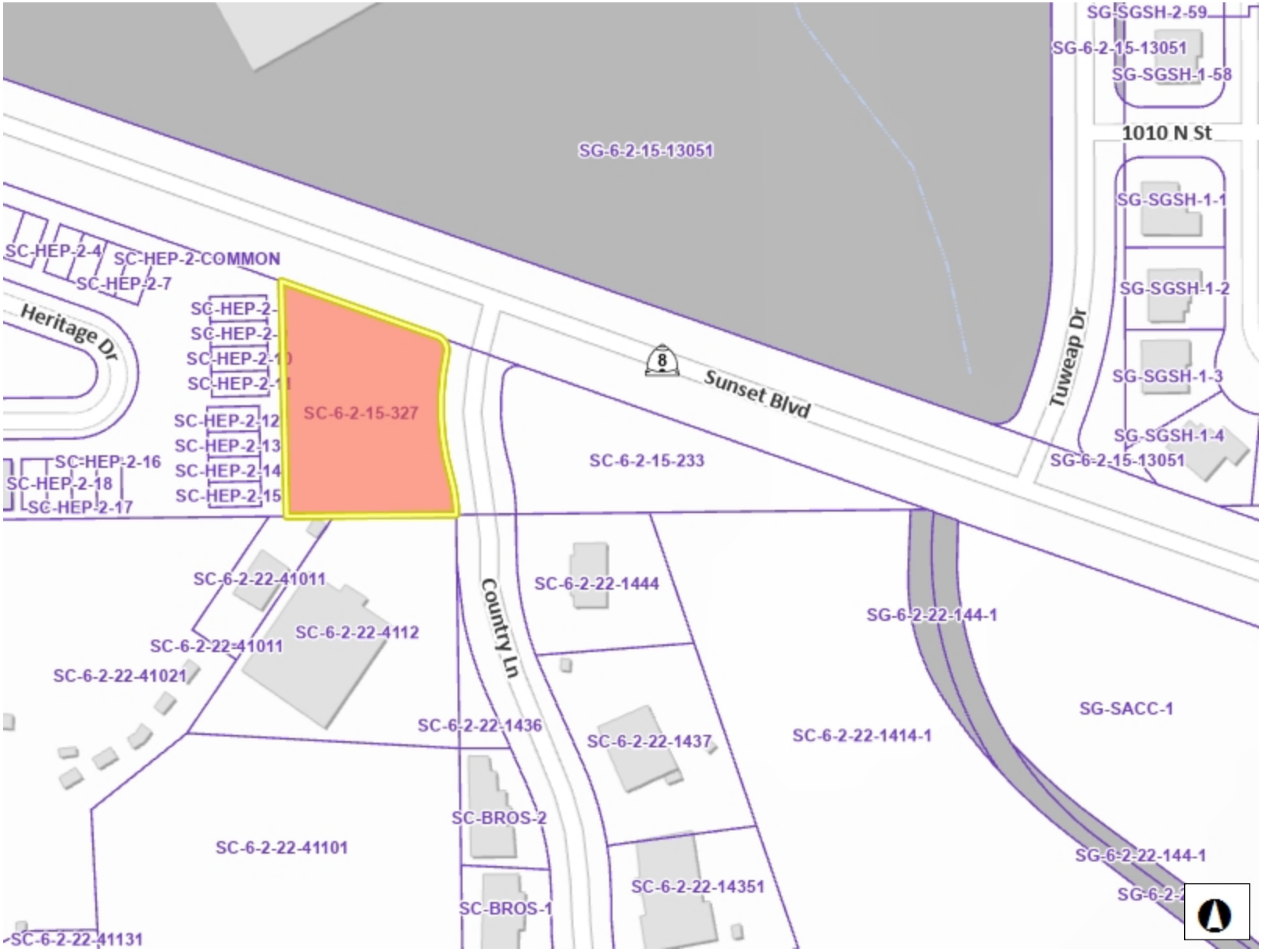
We do believe the City maintained more influence and control as the ordinance was presented. The Commission didn't seem to grasp that if any other tenants wanted to come in that didn't meet the ordinance they could simply apply and the City would have the ability to vet all of them. It wasn't leaving anyone out, it simply was having them go through the same process we are now going through. After having listened to the meeting that is our perspective based on their confusion and lack of decisive action.

Thank you,

Wes Davis, MBA, MICP
Executive Sr. V.P.
Commercial Sales/Leasing/Development Services

LIC#5502820-SA00
d. 435-627-5705
wdavis@naiexcel.com

Country Lane Commons





Legend

- Parcels
- Ownership
  - U.S. Forest Service
  - U.S. Forest Service Wilderness
  - Bureau of Land Management
  - Bureau of Land Management Wilde
  - National Park Service
  - Shivwits Reservation
  - Utah Division of Wildlife Resources
  - Utah Division of Transportation
  - State Park
  - State of Utah
  - Washington County
  - Municipally Owned
  - School District
  - Privately Owned
  - Water
  - Water Conservancy District
  - State Assessed Oil and Gas
  - Mining Claim

Notes

Zoning Ordinance Text Amendment

376.2 0 188.08 376.2 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.

Mayor
Rick Rosenberg

City Manager
Brock Jacobsen

CITY OF
SANTA CLARA
FOUNDED 1854

City Council
Jarett Waite
Ben Shakespeare
Christa Hinton
David Pond
Janene Burton

CITY COUNCIL

Regular Meeting Date: 08/Jan/25 **Agenda Item:** 3

Applicant: N/A **Requested by:** Dustin Mouritsen

Subject: Hydrant Meter Water Rate

Description:

Consider approval of $1.00/1,000 gal. for culinary and $.50/1,000 gal. for secondary hydrant water meter use. The current hydrant water meter rate is $2.50/1,000 gallons for culinary water and $1.25 for secondary construction water. This current fee has been in effect since 2006. I am proposing a $1.00/1,000 increase for culinary and .50/1.000 for secondary water to help cover costs associated with water delivery, operations, maintenance, repair and replacement. The new hydrant water meter water rate for culinary water will be $3.50/1,000 gal. and $1.75/1,000 gal. for secondary hydrant water meter use.

Recommendation: Approval **Attachments:** N/A

Cost: 0

Legal Approval: Yes

Finance Approval: Yes

Budget Approval: Yes

	2023 Rate		Revenue
Culinary	15,196 MG	$2.50	$37,990
Irrigation	362,000 Ga	$1.25	$452

	2024 Rate		Revenue
Culinary	18,439MG	$2.50	$46,097
Irrigation	3,871 MG	$1.25	$3,096

2023 with increase of $1.00 Culinary & .50 Irrigation

		Rate	Revenue
Culinary	15,196 MG	$3.50	$53,186
Irrigation	362,000 G	$1.75	$633

Revenue for O&M	2023
R&R	$15,377

2024 with increase of $1.00 culinar

		Rate	Revenue
Culinary	18,439MG	$3.50	$64,536
Secondary Irrigation	3,871MG	$1.75	$6,774

	2024
	$22,117

Hydrant Water Rates Other Cities

St. George	$3.50
Ivins	$3.50
Washingtor	$4.54
La Verkin	$3.10
Hurricane	$3.00
Toquerville	$6.00
Santa Clara	$2.50
Avegrage	$3.72

CITY OF SANTA CLARA
RESOLUTION NO. 2025-01R

A RESOLUTION AMENDING THE CITY OF SANTA CLARA HYDRANT METER WATER RATES; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Santa Clara City finds it necessary from time to time to amend/adjust fee schedules to cover the true cost of services rendered; and

WHEREAS, the current hydrant water meter rate is $2.50/1,000 gallons for construction water and has been in effect since 2006.

WHEREAS, staff is proposing a $1.00/1,000increase for culinary and .50/1,000 for secondary water to help cover cost associated with water delivery, operations, repair, and replacement, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Clara, Utah, that the water rates of the City of Santa Clara, Utah are hereby amended as shown in the attached Exhibit "A".

Effective Date:
This Resolution shall become effective February 1, 2025.

ADOPTED by a duly constituted quorum of the Santa Clara City Council this 8th day of January 2025.

IN WITNESS THERETO:

_____
RICK ROSENBERG, Mayor

ATTEST:

_____
Chris Shelley, City Recorder

EXHIBIT "A"

2025 with increase of $1.00 culinary

		Rate	***Revenue***
Culinary	***18,439MG***	***$3.50***	***$64,536***
Secondary Irrigation	***3,871MG***	***$1.75***	***$6,774***

2024 $22,117