NOTICE AND AGENDA
SANTA CLARA CITY COUNCIL MEETING
Wednesday, January 29, 2025
6:00 p.m.

AGENDA

Public Notice is hereby given that the Santa Clara City Council will hold a Meeting in the City Council Chambers, located at 2603 Santa Clara Drive, Santa Clara, Utah on Wednesday January 29, 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: Ben Shakespeare
   - Opening Comments: Stacie Shurtliff, The Church of Jesus Christ of Latter-day Saints, St. George Interfaith Council.

3. **Conflicts and Disclosures:**

4. **Working Agenda:**

   A. Public Hearing(s) 6:00 p.m.
   1. Public Hearing to receive public comment regarding a 5yr Sewer Base Rate increase.

   2. Public Hearing to receive public comment regarding a Single Event Liquor License for the True Grit Race Event. Applicant, Ryan Miller, Anvil Brewing Company.

   B. Consent Agenda:
   1. Approval of Claims and Minutes:
      - Jan. 8, 2025 City Council Regular Meeting
      - Jan. 8, 2025 City Council Work Meeting
      - Claims through Jan. 29, 2025

   2. Calendar of Events
      - Feb. 12, 2024 City Council Work Meeting
      - Feb. 12, 2024 City Council Regular Meeting
      - Feb. 26, 2024 City Council Work Meeting
      - Feb. 26, 2025 City Council Regular Meeting

   C. General Business:

   1. Discussion and action to award the bid for the Pioneer Parkway Chip Seal Project. Presented by Dustin Mouritsen, Public Works Director.

   2. Discussion and action to award the bid for the Re-construct and Striping Plan for Pioneer Parkway. Presented by Dustin Mouritsen, Public Works Director.

   3. Discussion and action to consider approval of a 5-year Sewer Base Rate Increase and approve

Resolution 2025-02R Presented by Dustin Mouritsen, Public Works Director.

4. Discussion and action to consider approval for a Single Event Liquor License for the True Grit Race Event, Applicant Ryan Miller, Anvil Brewing Company/Cimarron Chacon-True Grit. Presented by Jim McNulty, City Planner.

5. Discussion and action to consider a proposed PDR Zone Amendment and Project Plan Application for Solace Development and approve Ordinance 2025-01. Applicant, New Wave Construction. Presented by Jim McNulty, City Planner.

6. Discussion and action to consider approval of an Interlocal Cooperation Agreement regarding Full Municipal Election Services with Washington County and approve Resolution 2025-03R. Presented by Chris Shelley, City Recorder.

7. Discussion and action to consider a pending Ordinance 2025-02 for a Temporary Land Use Regulation suspending the permitted use for "Banks or Financial Institutions" in the Commercial Zone and the Planned Development Commercial Zone to allow for the creation of modifying regulations for the permitted use. Presented by Jim McNulty, City Planner.

8. Discussion and action to consider approval of Resolution 2025-04 to amend the Interlocal Agreement with Utah Tech University, Ivins City, Hurricane City, Santa Clara City, Washington City, and Washington County to dissolve the Community Education Channel and distribute its assets. Presented by Jarett Waite, Council Member.

5. **Reports:**
   a. Mayor / Council Reports

6. **Executive Session**

7. **Adjournment**

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

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

The undersigned, duly appointed City Recorder does hereby certify that the above notice and agenda was posted within the Santa Clara City limits on this 23rd 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 http://santaclarautah.gov. 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, JANUARY 8, 2025
MINUTES

THE CITY COUNCIL FOR THE CITY OF SANTA CLARA, WASHINGTON COUNTY, UTAH, met for a Work Meeting on Wednesday, January 8, 2025, at 4:00 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:	Christa Hinton Dave Pond Ben Shakespeare Jarett Waite
City Manager:	Brock Jacobsen
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 Gary Hall, Power Superintendent Ryan VonCannon, Parks and Trails Director Dan Cazier, Fire Chief
Excused:	Janene Burton, City Council Member

1. Call to Order.

Mayor Rick Rosenberg called the meeting to order at 4:11 p.m. and welcomed those present.

2. Working Agenda.

A. General Business.

i. Sewer Rate Increase Discussion. Presented by Dustin Mouritsen, Public Works Director.

Public Works Director, Dustin Mouritsen, presented the Staff Report regarding a potential increase to the current sewer base rate, which is the fee the City charges to collect wastewater that is then sent to the Saint George Regional Water Reclamation Facility. Approximately 50% of the current fee is passed on to Saint George to treat the wastewater.

The City retained the services of Waterworth to conduct a rate study. The study considered capital improvement projects, operations and maintenance, renewal and replacement, and debt service payments, and proposes a 14% increase in 2025 followed by 3% annual increases through 2029. That would increase sewer rates by $3.65 in 2025, increasing the residential rate to $29.70 and commercial to $36.30.

Mr. Mouritsen reviewed historic sewer rates. Increases in 2018, 2020, 2022, and 2023 were direct pass-throughs to Saint George City. Santa Clara has not increased its sewer rate since 2010. He expressed concern regarding renewal and replacement as some concrete, asbestos, and clay pipes in the Valley are nearing the end of their 40- to 50-year lifespans. They could fail with no warning, and there are currently no funds in reserve to replace them. Mr. Mouritsen stressed the importance of increasing the rate to begin saving for renewal and replacement. If the City Council was not comfortable with the recommended 14% increase in 2025, he recommended increasing the rate by 7% in 2025 and another 7% in 2026, followed by 3% annual increases through 2029. That would result in an increase of $1.82 in 2025 and $1.95 in 2026.

In response to a question from Council Member Shakespeare, Mr. Mouritsen clarified that the increase was necessary to fund infrastructure renewal and replacement in Santa Clara. A total of 50% of the current sewer rate passes through to Saint George for treatment of the City's wastewater, but Santa Clara would retain 100% of the increase. If Saint George increases the treatment fee, he recommended passing that increase through. He noted that the study also considered replacement of the sewer truck, which cost approximately $500,000.

In response to a question from Council Member Hinton, Mr. Mouritsen clarified that the total revenue figures presented in the Staff Report were per year. At the end of five years, approximately $500,000 in revenue would be generated to cover repair and replacement. Mayor Rosenberg stated that all sewer lines need to be replaced when they reach the end of their useful life, so the fee would not decrease at the end of five years. Replacement projects would ideally be scheduled to coincide with street repairs. Mr. Mouritsen stated that he is very concerned about the possibility of a catastrophic failure that would leave residents without service. Currently, such a failure would be funded through the General Fund.

Council Member Shakespeare noted that the increase would be significantly less expensive than bonding. The revenue would be placed in a Capital Reserve Fund and accrue 3% to 5% interest, which could result in an 8% to 10% savings over bonding. Mr. Mouritsen stated that Waterworth found that due to the City's low Impact Fee, most capital Improvement projects will require bonding, so bond payments were considered in the study. He indicated that they would need to discuss a Sewer Impact Fee increase once the study is complete.

Sewer rates in Santa Clara and surrounding cities were reviewed. Mayor Rosenberg noted that Santa Clara is neither the highest nor the lowest. City Manager, Brock Jacobsen clarified that over $14 of the City's sewer rate passes through to Saint George, so Santa Clara's actual sewer rate is much lower than indicated. Mr. Mouritsen will research the fees to determine if the fees listed for other cities include the passthrough to Saint George. Mayor Rosenberg suggested that Ash Creek and Hurricane be removed from the list because their wastewater is not treated by the Saint George plant.

Council Member Waite reported that Washington City lists separate fees for sewer treatment, sewer collection, and sewer lift fees, which equal approximately $30. He prefers a lower initial increase and suggested adjusting the percentages so that the final five-year revenue equals the study's recommendation. Council Member Hinton agreed and suggested an increase of 8.5% in both 2025 and 2026.

In response to a question from Mayor Rosenberg, Mr. Mouritsen stated that the first replacement project should be to upsize the Tuacahn Wash line. The pipe is nearing the end of its lifespan, so it would be more practical to replace it than run a parallel line. The Lava Cove Wash line through Gubler Park is also undersized, and its replacement is included in the 10-year plan. The Valley Line is the oldest in the City. He recommended exposing that pipe in several locations and utilizing a camera to determine its current condition.

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

Mr. Jacobsen indicated that Public Improvement Districts ("PID") have been discussed throughout the state, including the creation of Infrastructure Finance Districts ("IFD") at the state level. Ivins City recently created a PID for Black Desert. The intent of the discussion was to determine the Council's level of interest in PIDs and create a PID policy.

Mayor Rosenberg understood using a PID as an economic development tool. For example, if the General Plan shows an industrial or major mixed-use area on the Western Corridor, the initial infrastructure investment would be more than a single developer may be able to afford. A PID could help fund that infrastructure in an area that otherwise would remain undeveloped. However, he was unsure if the benefit to the City would justify a PID for smaller projects like Pioneer Point. He understood that the risk to the City was minimal.

City Attorney, Matt Ence explained the difference between a PID and IFD. IFDs were implemented at the state level after lobbying from development groups that indicated they were having problems getting PIDs approved in some areas. Several bills were introduced, and the one that ultimately passed created IFDs as a compromise between the developers' desires and local governments' concerns. To create an IFD, a property owner can simply file a petition with the county clerk. To create a PID, they must obtain City Council approval. Both types of districts are financing tools that allow the developer to create a public revenue stream that can be leveraged to issue bonds for public infrastructure. A PID can levy a property tax and issue bonds on the projected tax revenue, whereas an IFD is limited to imposing a special assessment which by law must be paid in full before the property can be occupied.

The City could adopt a PID policy that specifies the process and minimum requirements for approving a PID. It has no authority over IFDs. However, neither district has the authority to grant development entitlements. The property owner must still satisfy all City requirements regarding zoning approvals, development agreements, conditional uses, etc. Both PIDs and IFDs give the developer access to the public bond market. The bonds are issued and operate almost

identically to City bonds. They have a Board of Trustees that is a legislative body, and they must meet all state requirements for local governments.

In response to a question raised by Council Member Shakespeare, Mr. Ence stated that developers are reluctant to ask the City Council for a PID unless there is real value in it for them. Because a PID has greater financing capacity due to its ability to levy property taxes, it still has significant advantages over an IFD. However, if an IFD can produce enough capital to satisfy the developer's needs, they tend to choose an IFD. They have not seen a significant reduction in PIDs since IFDs were approved by the legislature. Rather, they have seen developers choose one or the other based on their needs and the local political climate. Both tools are being utilized. PIDs have been available in Utah for approximately six years, and there are currently 12 to 15 PIDs in Washington County. IFDs have been available since May of 2024. There are currently three IFDs in the County, and they anticipate the creation of at least three more in 2025.

Council Member Waite asked Mr. Ence to discuss Community Development Agencies ("CDA"). Mr. Ence stated that a CDA must be implemented by a public entity. The developer can request it, but they cannot implement it. IFDs are entirely developer-driven. PIDs are initiated by the property owner by filing a petition with the City Council.

Council Member Waite asked how the Council would want development in the South Hills to be led, if the City would spearhead it and create a CDA, or wait for a developer to choose one of the other tools. Mayor Rosenberg stated that they would likely wait for the developer. The Bureau of Land Management ("BLM") would hold an auction or exchange for the land. Once the developer obtains the land, they would initiate the process. The City could incentivize development by expressing willingness to create a PID because there is an overall benefit to Santa Clara in residential and industrial development in the area.

Mr. Ence stated that the tools are not mutually exclusive. For example, Saint George City created a CDA for Tech Ridge to promote development of that site once the airport was moved. In 2024, they approved a PID that encompasses a large portion of that property. The PID anticipates that they will receive a tax increment from the CDA. They will also implement their own special assessment and use those revenue streams to issue bonds to finance development of the public infrastructure. That was made possible by close coordination with Saint George City. There are several similar examples around the state where a local government created a CDA or agreed to a different type of tax-increment financing in addition to creating a PID to facilitate financing.

Mr. Jacobsen reported that there were a lot of discussions at Utah League of Cities and Towns ("ULCT") Meetings last year regarding the creation of IFDs. One concern that was widely expressed at Legislative Policy Committee meetings was that any developer can create an IFD without the city knowing about the developer or their quality of work. The city has much more control over a PID. Another concern with IFDs is that the special assessment must be paid to obtain a Certificate of Occupancy ("CO"), which can put the city in a bad position with the future property owner.

Mr. Ence stated that the special assessments are collected by a third-party administrator, and the city cannot issue the CO until they receive notice that the assessment has been paid. The special

assessment is a lien on the property, and it takes priority over any other lien on the property. If someone does not pay their annual special assessment, the IFD could foreclose on the home to recover the funds. He has not seen poorly run IFDs, but that is a concern.

Council Member Hinton asked if discouraging PIDs could encourage IFDs. Mr. Ence stated that there could be reasons for a developer to create an IFD regardless of the City's position on PIDs, but discouraging them would make IFDs more likely.

Council Member Shakespeare expressed support for putting a policy in place to clarify the City's position on PIDs. He believes there is the potential for future development in Santa Clara that may require a PID, and having a document in place to provide clarity for both future Council Members and developers would be beneficial. He would have supported a PID for Black Desert. They had a limited number of developable acres which could have been filled with parking spaces that generate no tax revenue. Instead, they created a parking structure that allowed space for shopping and retail that generates tax revenue. He suggested requiring a one-page document be included with purchase agreements that detail the requirements of the PID so the buyer clearly understands the tax implications. He also believes they must show benefit to the City. For example, a ladder truck could have been negotiated in a PID. There are opportunities for PIDs in the City, and he believes it would be worthwhile to further discuss the issue and create a PID policy.

Mr. Ence reported that most existing local government policies on PIDs in Utah are based on one template that each government adapted to its own needs. Most policies place a cap on the tax rate, and some set one rate for residential and a higher rate for commercial. Many require that the developer articulate what additional benefits will come to the City for approving the PID. For example, a heightened level of amenities that they could not otherwise finance. It also defines the application process. Some cities like Cedar City have established a PID committee that reviews applications as they come in. The policy can also include items that are unique to Santa Clara. The City Council has no obligation to approve a PID or adopt a PID policy, but there are potential benefits in doing so to help facilitate desirable development.

Mayor Rosenberg asked for the Council's input on creating a PID policy. Council Member Hinton expressed her support and agreed that they should use the template created by other cities.

Mr. Jacobsen asked if any types of developments should be restricted from PIDs. Potential uses were reviewed. Mayor Rosenberg stated that allowed uses should include incentivizing commercial development, as well as backbone and regional infrastructure. Mr. Jacobsen stated that low-income housing development could be incentivized by allowing more flexibility in the tax rate and thus increasing the developer's financing capacity.

Mayor Rosenberg stated that he was opposed to allowing PIDs for small single-family or multi-family residential adjacent to existing infrastructure. Council Member Shakespeare noted that an IFD would be more appropriate for that type of development. Mayor Rosenberg stated that he would not like to see a PID in the same area as other residential developments because residents could take issue with the higher tax rate in the PID.

In response to a question from Council Member Hinton, Mr. Ence stated that disclosure is a common concern that can be addressed in the PID policy. It is generally disclosed in the title report and is a matter of public record. Most PIDs are required to have a disclosure like the one suggested by Council Member Shakespeare. It is a separate page in the closing package that is on colored paper and clearly discloses the tax rate and how it impacts the property's taxes per $100,000 in property value. If someone is financing the purchase, lenders are required to disclose the amount of payments, which includes the escrow portion that pays property taxes. Once the property is purchased, the owner will also receive a property tax notice that discloses taxes levied by specific entities. Salem City has imposed a requirement that the developers display a prominent sign in their sales offices disclosing that the project is subject to a PID and specifying the tax levy amount. Mr. Ence's firm advises its clients to disclose the existence of the PID in their sales contracts. The Property Condition Report, which is a standard form provided by the Utah Division of Real Estate, also includes a section indicating if the property is in a PID or IFD.

Planning and Economic Development Manager, Jim McNulty asked about PIDS in Olympia Hills, which was annexed into Herriman City from Salt Lake County. Mr. Ence stated that seven PIDs were approved in that project, and his firm represents the PIDs. Each PID is a separate taxing entity. The development is unique because when it was originally conceived, the city did not want to allow them to levy a property tax. The City and PIDs signed an interlocal agreement stating that the PIDs would be entitled to receive a contract fee of a certain amount per residential lot, which the city agreed to collect as part of the building permit process. That is allowed under the PID statute. The City has since approved an amendment allowing the PIDs to also levy a property tax in order to raise additional required funds.

Mr. Ence indicated that although Black Desert is often used as an example, in some ways it is an outlier because it is the largest PID in the state of Utah in terms of dollar value. It has issued approximately $300 million in bonds thus far. He believes PIDs in Santa Clara would require between $5 million and $40 million in financing. The parking structure at Black Desert is also unique in that no other PID in Utah has been used to finance a parking structure. Their agreement with Ivins City is that the City will not take ownership of the parking structure; the PID will retain ownership. In most situations, the PID finances infrastructure that will be dedicated to the municipality.

3. <u>Staff Reports.</u>

Parks Director, Ryan VonCannon, reported on the following:

- The Parks Department has been busy with burials. Three were scheduled for the upcoming weekend.
- The WeatherTRAK conversion is completed for the cemetery irrigation system. Conversion of the downtown system was scheduled to begin the following week.
- Paradigm Asphalt has begun crack-sealing the paved trails.
- He has been working with Big T Recreation on the splash pad. They are trying to find ways to decrease costs and are currently determining if they can install the new splash pad in the same location as the old splash pad and reuse that building. The building would need

to be expanded to make room for the recirculating system equipment, and a water engineer will survey the area to determine if that is feasible.
- Big T Recreation will also be providing options for replacing the Black Rock Playground.
- Once the Pioneer Parkway mural is completed, a plaque will be created and displayed with the names of the student artists. They will also sign the mural.

Power Director, Gary Hall, reported on the following:

- Utah Associated Municipal Power Systems ("UAMPS") has formed the Millard County Natural Gas Committee for the new peaking natural gas plant. Logan City did not approve the power purchase agreement for the baseload plant in Idaho, so the subscription level is not yet high enough for that agreement to be put in place. They are hoping to increase the lower Utah County subscription levels and will consider power sales contracts with other entities to meet the required level.
- They have been working on Canyon View Drive and Red Mountain Road. Conduit was installed last year for the direct buried cable, and they will install the cable and replace transformers over the next several weeks.

Public Works Director, Dustin Mouritsen, reported on the following:

- Three competitive bids have been received for the Pioneer Parkway chip seal, and he will be presenting the best bid for approval at the next meeting.
- The issue with the right turn lane at Red Mountain Road has been resolved. A timer was stuck.
- They are waiting for diamond block for a retaining wall on Vineyard Drive, after which that project will be completed.
- Vernon Street is scheduled to be paved on Monday.
- The Well 6 motor was pulled. Once that is completed, the shaft will be pulled, and a new pump will be installed.
- He is a member of the Washington County Water Conservancy District's new Water Loss Committee. They hope to improve strategies for water loss and are working on a drought contingency plan that they will present soon.
- Electrical was started at the new building at the City Yard. Garage doors will be hung on Monday, and heat and air conditioning installed at the end of January.
- With the Council's permission, they will chip seal the two-lane section of Pioneer Parkway on a Sunday and close it with a detour. The other sections will be completed half at a time so the road can remain open.

Fire Chief, Dan Cazier, reported on the following:

- They currently have two open positions with a third opening in May. They plan to advertise and recruit for the Engineer and Firefighter positions, then hire off that list for any other positions that open during the year. They will also create a list of part-time Firefighter candidates.
- They have received bids for the Community Risk Assessment and hope to bring a contract to the next Council Meeting for approval.

- The end-of-year banquet was held the previous Monday with the Police Department. EMT of the Year is Maddie Montella. Firefighter of the Year is Tim Mayhew. Shay Hollman was recognized with the Chief's Award.
- They have received several calls from media outlets asking if they will send firefighters to California. As they are short-staffed, they are unable to assist at this time.
- The final Fire Inspection was completed at the Point.

Building Official, Cody Mitchell, reported on the following:

- In 2024, 191 Building Permits were issued that included 51 single-family homes and 8 townhomes.
- The Point has a goal to open on January 13, 2025.
- They have issued 29 Building Permits so far this fiscal year, and three are in process.

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

- He thanked the City Council Members for attending the General Plan kickoff meeting. The questionnaire was sent out that afternoon to the City Council, Planning Commission, Heritage Commission, and City Staff.
- The January 9, 2025, Planning Commission Meeting agenda includes a public hearing for a PD amendment to allow for 56 townhomes at Solace Townhomes, as well as approval of the Clara Crossing Subdivision. They will also elect a Chair and Vice-Chair for the year.

City Manager, Brock Jacobsen, reported on the following:

- The Economic Summit was to take place the following day.
- The Budget Retreat was scheduled for Tuesday, February 11, 2025.

4. <u>Adjournment.</u>

The City Council Work Meeting adjourned at 5:28 p.m.

_____
Chris Shelley
City Recorder

Approved: _____

DRAFT

SANTA CLARA CITY COUNCIL MEETING
WEDNESDAY, JANUARY 8, 2025
MINUTES

THE CITY COUNCIL FOR THE CITY OF SANTA CLARA, WASHINGTON COUNTY, UTAH, met for a Meeting on Wednesday, January 8, 2025, at 6:00 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 (via Zoom) Christa Hinton Dave Pond Ben Shakespeare Jarett Waite
City Manager:	Brock Jacobsen
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 Gary Hall, Power Superintendent Ryan VonCannon, Parks and Trails Director Dan Cazier, Fire Chief

1. Call to Order.

Mayor Rick Rosenberg called the meeting to order at 6:00 p.m. and welcomed those present.

2. Opening Ceremony.

A. Pledge of Allegiance: Jarett Waite.

B. Opening Comments: Rabbi Helene Ainbinder, Beit Chaverim Jewish Community of Greater Zion, St. George Interfaith Council.

3. Conflicts and Disclosures.

There were no conflicts or disclosures.

DRAFT

4. Working Agenda.

A. Public Hearings.

i. Public Hearing to Receive Public Input Regarding an On-Premise Alcoholic Beverage License (Class F) for the Snow Canyon Retirement Community.

Planning and Economic Development Manager, Jim McNulty presented the Staff Report and reported that City Staff reviewed the application and found it to be complete. The application includes floor and seating plans, menus, character references, and maps showing distances from community locations such as churches, schools, and parks.

Erin Stone from the law firm of York Howell Law Firm spoke on behalf of the applicant. Snow Canyon Retirement Community is a private community that will have onsite dining facilities for residents and guests, and they propose to serve alcohol alongside food options in those facilities. Restaurant managers have received training through the Utah Department of Alcoholic Beverage Services, and all servers will be trained to maintain compliance with state and local alcohol laws.

Mayor Rosenberg opened the public hearing. There were no public comments. The public hearing was closed.

ii. Public Hearing to Receive Public Input Regarding a Hydrant Meter Water Rate Increase.

Public Works Director, Dustin Mouritsen, reported that the proposed increase would apply to construction water that is accessed through fire hydrants using a hydrant meter. He requested a $1.00 increase from $2.50 to $3.50 per 1,000 gallons of culinary water and a $0.50 increase from $1.25 to $1.75 per 1,000 gallons for secondary water.

Mayor Rosenberg opened the public hearing. There were no public comments. The public hearing was closed.

B. Consent Agenda.

i. Approval of Claims and Minutes:

- **December 11, 2024, City Council Regular Meeting.**
- **December 18, 2024, City Council Work Meeting.**
- **Claims through January 8, 2025.**

iii. Calendar of Events:

- **January 22, 2025, City Council Work Meeting (Canceled).**
- **January 22, 2025, City Council Meeting (Canceled).**
- **January 29, 2025, City Council Work Meeting.**
- **January 29, 2025, City Council Meeting.**

Council Member Hinton 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 Shakespeare-Yes, Council Member Burton-Yes. The motion passed unanimously.

C. General Business.

i. 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.

In response to a question raised by Council Member Shakespeare, City Attorney, Matt Ence reported that he reviewed the application and had no concerns.

Council Member Shakespeare moved to APPROVE the On-Premises Alcoholic Beverage License (Class F) for the Snow Canyon Retirement Community, as presented. Council Member Hinton seconded the motion. Vote on motion: Council Member Shakespeare-Yes, Council Member Hinton-Yes, Council Member Burton-Yes, Council Member Pond-Yes, Council Member Waite-Yes. The motion passed unanimously.

ii. Discussion and Action to Consider a Zoning Ordinance Text Amendment. Presented by Jim McNulty, City Planner.

Mr. McNulty presented the Staff Report and indicated that the applicant requested a Text Amendment to Chapter 17.68.020, Allowed Uses in the Planned Development Zones, to add "Non-Depository Consumer Lender" as a permitted Land Use in the Planned Development Commercial ("PDC") Zone. The applicant intends to bring a Non-Depository Consumer Lender to the Country Lane Commons project.

Previously, Dollar Loan Center submitted a Project Narrative that indicated that they do not engage in the business of check cashing, payday lending, or title loan lending. The applicant has since informed City staff that Dollar Loan Center is no longer pursuing the site as a potential location. The Planning Commission reviewed the application on October 24, 2024. After discussion, the item was tabled by a vote of 3-to-2 to the November 14, 2024 meeting so additional research could be collected. On November 14, 2024, the Planning Commission further discussed the item with the applicant and Staff. They then unanimously voted to recommend denial of the application to the City Council. Minutes of both meetings were included in the packet.

Notices were sent to property owners within 300 feet of the subject property prior to the October 24, 2024, public hearing and no responses were received. Notice was also posted on the property and the State's Public Notice Website. City Staff determined that all State Code requirements had been met.

Mr. McNulty reported that the original application had not changed. Dollar Loan Center was no longer pursuing the location but the property owner chose to move forward with the application.

City staff and legal counsel reviewed the application and brought forward 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 are 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 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.

City Staff recommended that the City Council review and consider the Zoning Ordinance Text Amendment to determine if the application was complete. If determined to be complete, it was recommended that the Council consider the application subject to the conditions and findings listed in the Staff Report.

The applicant, Wes Davis, stated that they saw a need in the market for this type of business. Under the current Code, a Bank of Utah branch like the Saint George location that does not accept deposits would not be allowed. Mortgage companies and private lenders are also prohibited. Mr. Davis discussed the matter at length with City Staff prior to submitting the original application, and it was not his intention to bring a title loan, payday loan, or check cashing business to the location. The Planning Commission indicated that limitations could be put in place based on population or the types of loans provided. Mr. Davis understood that the Text Amendment would not apply solely to Country Lane Commons, and he was open to any modifications and limitations that the City Council deemed necessary.

Council Member Shakespeare asked about the reasoning behind the current Code and if it was intended to discourage check cashing or title loan centers. Council Member Waite stated that the

Code contains a chart of uses and this particular use is not included. However, as he interpreted it, a payday loan company could apply for a Conditional Use permit.

In response to a question from Council Member Shakespeare, Mr. Ence stated that the application was tailored to facilitate the Dollar Loan Center. He worked with Mr. McNulty to create the proposed language for the Amendment that would be tailored to their understanding of Dollar Loan Center's operations. The situation has changed since Dollar Loan Center is no longer interested in the location. If it were to approve the application, the City Council has the authority to modify the language based on what they want to see reflected in the Ordinance. The Planning Commission had the opportunity to provide feedback regarding their preferred language. Ultimately their decision was to recommend denial.

Mr. McNulty addressed Council Member Waite's comment regarding the provision of City Code § 17.68.020 that states, "Other use as proposed by the applicant that is similar to the allowable uses within the zone, if determined by the City Council to be in harmony with the intent and purpose of the zone, and if approved as part of the project plan." Staff was concerned about the difference between a bank, mortgage lender, or other depository institution versus a non-depository institution. They did not believe they were similar uses, which is why the applicant was instructed to apply for a Text Amendment to specifically identify the allowed use in the City Code. Mr. Ence added that the current language regarding other uses suggests that approval would be granted during project plan approval, and in this case the project plan was previously approved. Staff considered addressing it as a Project Plan Amendment for this specific project but decided it was best to present it as a Text Amendment.

Council Member Shakespeare stated that after reviewing the Planning Commission discussions, he believed the project would have been approved by the Commission if the language already existed in City Code. He asked if a home-based financial services company would be allowed by the current Code. Mr. Ence clarified that it would be a prohibited use. He noted that in the Planning Commission discussions, some Commissioners were uncomfortable with the new use and others were on the opposite side of the spectrum. They were unanimous in their discomfort with the proposed Amendment, but they did not reach a consensus on whether the use would be good or bad for the City.

Council Member Waite stated that his interpretation of the Planning Commission's decision was that they wanted the issue to be studied in more detail or brought back with different language.

Council Member Shakespeare asked if there could be unintended consequences to this specific type of business, as he believed the Commission's concern could have been that it would allow additional payday loan centers throughout the City. Mr. McNulty stated that that was a concern, but there are ways to limit the number of similar businesses. In a previous position with Sandy City, he drafted an ordinance that allowed for one business per every 10,000 residents and required a distance of at least one mile between similar businesses. Santa Clara could limit the use to one per 7,500 residents. The current population is approximately 8,900 residents, so only one business of this type would be allowed at this time.

Council Member Hinton referred to Council Member Shakespeare's comment about in-home financial consultants and asked if they would be affected. Mr. McNulty stated that that would be a home occupation in a residential zone, so it was not applicable to this situation. This type of business would not be eligible for a Conditional Use because it is a non-depository institution, not a depository institution as permitted in City Code. Mr. Ence added that his interpretation of the language is that "bank or other similar institution" was intended to mean banks, credit unions, and savings and loans, not mortgage companies or financial planners. However, it is possible that a broader interpretation could be applied. City Manager, Brock Jacobsen indicated that City Staff did not know how the language should be interpreted and was not comfortable making that decision, which is why it was brought forward as a Text Amendment.

Council Member Shakespeare stated that they should be very careful not to allow multiple payday loan centers in the City, but mortgage or title companies should be allowed. Mr. Ence stated that one way to break it out would be to include a second category for non-depository financial institutions such as financial advisors and brokerages, and a third, smaller category specific to title loan and check cashing centers. Mr. McNulty reported that Cottonwood Heights' ordinance clearly defines non-depository institutions, check-cashing businesses, deferred deposit lenders, payday loan businesses, and title loan businesses, and includes development standards regarding population and distance. He agreed that there could be three categories as long as they are clearly defined in City Code.

Council Member Pond reported that it would not be practical to limit brokerage firms or mortgage companies to one per 7,500 residents or require a distance of one mile between similar businesses, but it would be sensible to apply those standards to a title loan company. He agreed with Mr. Ence's suggestion to include three categories. Mr. Ence stated that another option would be to include non-depository institutions with depository institutions, but add a separate category for the less desirable businesses.

Mr. McNulty stated that at the Council's direction, they could draft text clarifying the differences between the institution types and including limitations based on distance and population. Council Member Hinton expressed support for adding limitations on certain types of non-depository institutions, but not all non-depository institutions. Mr. Ence stated that the originally proposed language attempted to make a distinction among the class of non-depository institutions to prohibit check cashing, title loans, or similar businesses. At the Council's direction, Staff could draft language to either prohibit the less favorable businesses or limit them by distance or population.

In response to a question raised by Mayor Rosenberg, Mr. Ence clarified that the Council could approve the Text Amendment to add a permitted use category of "non-depository financial institutions not including check cashing, payday lending, or title loan lending" to City Code §17.68.020, or they could direct Staff to draft different language. The language could also be changed via a motion. Mr. Jacobsen suggested that the City Council either table or deny the Zoning Text Amendment currently before them and direct Staff to draft new language for consideration and approval.

DRAFT

Council Member Waite noted that the application is unique because the City has been selective in what is allowed in the PDC zone. For example, an arcade would be allowed in the Commercial zone, but not in the PDC zone. A payday lender would also be allowed in the Commercial zone.

In response to a question from Council Member Shakespeare, Mr. McNulty clarified that limitations would be added to the supplementary regulations and would require separate approval. Potential complications of approving the use without first creating the supplementary Ordinance were discussed. Mayor Rosenberg indicated that the City could stop accepting applications until the new Ordinance is approved.

Mr. Ence stated that the Council's decision should be responsive to the application before them. It was at their discretion to table the issue. However, if they intended to allow the category, he believed they should express that intention in the motion. Staff could then draft an Ordinance outlining limitations and bring it back to the City Council for consideration.

Council Member Pond stated that he was in favor of adding the use, but believed the three categories should be further defined as discussed. Council Member Waite disagreed as he was not in favor of adding additional uses to the PDC zone. He preferred that Staff draft a separate Ordinance defining the specific types of financial institutions and outlining the limitations on the specific business types. He noted that changing "bank or other similar financial institution" to "bank or financial institution" would accomplish the goal of allowing the business type in the zone. Mr. Ence stated that approving a motion based on Council Member Waite's recommendation would be responsive to the application and allow the applicant to proceed. Staff could then draft the Ordinance as discussed, and he believed it could be brought to the City Council for consideration within 60 days.

Mayor Rosenberg noted that the Commercial zone is a relatively new addition to City Code. Mr. McNulty indicated that the General Plan update may identify the need for another zone to coincide with new Land Use designations. Mayor Rosenberg stated that currently, the amount of commercial property in the City is small and distinctly located. He was unsure if further separation was necessary.

Council Member Shakespeare expressed support for Council Member Waite's suggestion to change the language for the current category and then direct Staff to draft a new Ordinance specifying limitations.

In response to a question raised by Council Member Waite, Mr. Ence stated that he did not recommend changing the language tying conditional uses to the Project Plan because the Utah State Code makes it very difficult to deny a conditional use. If the applicant can reasonably mitigate the impacts of a specific conditional use, it must be granted. The current language gives the City Council more control over those types of decisions.

Council Member Burton asked if conditions could be added per Mr. McNulty's suggestion. Mr. McNulty stated that the supplementary Ordinance would be drafted and brought back to the City Council.

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Council Member Shakespeare stated that restrictions would need to be put in place and suggested that the approval be contingent on the Pending Ordinance. Mr. Ence clarified that they would have up to six months to pass the regulation, but the application before the Council would not be subject to the Pending Ordinance. The Pending Ordinance process was then reviewed.

Mr. Davis believed the proposed language would allow his intended use and expressed interest in remaining involved in the process as the new Ordinance is drafted.

Council Member Waite moved to APPROVE the Zoning Text Amendment as modified to amend City Code § 17.68.020, Allowed Uses in the Planned Development Zones, to change "Banking or Other Similar Financial Institutions to "Banking or Financial Institutions". Council Member Pond seconded the motion. Vote on motion: Council Member Waite-Yes, Council Member Pond-Yes, Council Member Hinton-Yes, Council Member Shakespeare-Yes, Council Member Burton-Yes. The motion passed unanimously.

iii. 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.

Council Member Waite moved to APPROVE a Hydrant Meter Water Rate Increase and Resolution 2025-01R, as presented. Council Member Pond seconded the motion. Vote on motion: Council Member Waite-Yes, Council Member Pond-Yes, Council Member Hinton-Yes, Council Member Shakespeare-Yes, Council Member Burton-Yes. The motion passed unanimously.

5. Reports.

A. Mayor/Council Reports.

Council Member Hinton reported on the following:

- She attended Prayer Over the City on January 1, 2025. The event was well attended.
- She attended the Hannukah celebration on December 29, 2024, with Mayor Rosenberg.
- The Legislative Policy Committee ("LPC") will meet on January 13, 2025, and the legislative session begins on January 21, 2025.
- Elected Officials Day will be January 22, 2025, at the State Capitol.

Council Member Pond reported on the following:

- He attended Wreaths Across America, which was a great event.

Council Member Waite reported on the following:

- He attended the Southwest Mosquito Abatement District meeting.
- He also attended Wreaths Across America.

DRAFT

- He asked if another member would be eligible to join the LPC now that Council Member Hinton is on its board. Mr. Jacobsen stated that the LPC meets in person or via Zoom each Monday during the legislative session and monthly after the session ends. He then gave an overview of LPC member responsibilities. Mayor Rosenberg stated that the appointment of a member should be added to the next meeting agenda.

Council Member Burton reported on the following:

- She attended Wreaths Across America. Her cousin was honored at the event.
- The Snow Canyon Committee meeting will be held the following Saturday.

Mayor Rosenberg reported on the following:

- He also attended Wreaths Across America.
- The Skyline Drive route was selected for the Northern Corridor. Information on next steps will be provided at the next Dixie Metropolitan Planning Organization meeting.
- The Mayor's Association lunch was held the previous day at the hospital. The oncology department presented updates on new treatments and care. The Association also held a legislative preview session in December where representatives discussed upcoming legislation.
- He was appointed to the Washington County Water Conservancy District Board of Trustees and will be traveling to San Diego to tour their reuse plants. They anticipate a lot of reuse in the coming year and want cities to be familiar with the process.

City Manager, Brock Jacobsen, reported on the following:

- The meeting with Representative Walter and Senator Ipson will be on Tuesday, January 14, 2025, at City Hall.

6. Executive Session.

There was no Executive Session.

7. Adjournment.

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

The City Council Meeting adjourned at 7:46 p.m.

_____
Chris Shelley
City Recorder

Approved: _____

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City of Santa Clara
Check Register
All Bank Accounts - 01/16/2025 to 01/16/2025

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
BATES, J. DAVID	71740	Refund: 140201	01/08/2025	01/16/2025	250.35	Refund: 140201 - BATES, J. DAVID	531311-000 - ACCOUNTS RECEIVABL	
					$250.35			
BELMONT, STEPHANIE	71741	245200831	01/06/2025	01/16/2025	115.00	BAIL / BOND REFUND	102560-000 - BAIL & RESTITUTION	
					$115.00			
BEN SHAKESPEARE	71742	REFUND - SECO	01/16/2025	01/16/2025	1,567.00	SECONDARY IRRIGATION SYSTEM CONNECT	513727-000 - SECONDARY WATER C	
					$1,567.00			
BUCKS ACE SANTA CLARA	71743	5238	01/14/2025	01/16/2025	49.14	OUTDOOR TIMER - TIES - TAPE	104510-488 - TREE MAINTENANCE	
BUCKS ACE SANTA CLARA	71743	5267	01/14/2025	01/16/2025	62.96	FLAG POW-MIA - POWER CORD	104510-250 - OPERATING SUPPLIES	
BUCKS ACE SANTA CLARA	71743	5286	01/14/2025	01/16/2025	49.99	BACKFLOW VALVE COVER	104510-481 - IRRIGATION	
BUCKS ACE SANTA CLARA	71743	5318	12/18/2024	01/16/2025	20.17	FASTENERS & SCREW PAN	104510-483 - CEMETERY O&M	
BUCKS ACE SANTA CLARA	71743	5340	12/24/2024	01/16/2025	25.58	TIMER FOR CHRISTMAS TREE	535310-250 - OPERATING SUPPLIES	
					$207.84			
					$207.84			
CITY OF ST GEORGE - UTILITIES	71744	DEC 2024 - SC	01/14/2025	01/16/2025	8,949.05	DECEMBER 2024 SC WELL6	515110-271 - WELLS UTILITY COSTS	
					$8,949.05			
FREI, VICTOR	71745	Refund: 110514	01/08/2025	01/16/2025	155.26	Refund: 110514 - FREI, VICTOR	531311-000 - ACCOUNTS RECEIVABL	
					$155.26			
GARDNER BROS. DRILLING INC	71746	12992	01/14/2025	01/16/2025	31,222.50	BERKELY TURBINE BOWL ASSEMBLY	515110-276 - O & M - WELLS 6 & 7	
					$31,222.50			
IVINS CITY	71747	CASE #23520181	01/14/2025	01/16/2025	285.00	BAIL / BOND REFUND	102560-000 - BAIL & RESTITUTION	
					$285.00			
LINDSEY LAND, LLC	71748	BOND RELEASE	01/14/2025	01/16/2025	69,032.91	WARRANTY BOND RELEASE	102585-000 - SUBDIVISION SECURIT	
					$69,032.91			
LINS SUPERMARKETS INC	71749	01-659798	01/14/2025	01/16/2025	105.61	CANDY FOR STAFF CHRISTMAS PARTY	104130-999 - CONTINGENCY	
					$105.61			
NEW WAVE CONSTRUCTION	71750	REFUND - SECO	01/16/2025	01/16/2025	11,571.89	SECONDARY IRRIGATION SYSTEM CONNECT	513727-000 - SECONDARY WATER C	
NEW WAVE CONSTRUCTION	71750	Refund: 2002993	01/08/2025	01/16/2025	187.22	Refund: 2002993 - NEW WAVE CONSTRUCTION	531311-000 - ACCOUNTS RECEIVABL	
					$11,759.11			
NEW WAVE CONSTRUCTION	71751	Refund: 2003923	01/08/2025	01/16/2025	227.93	Refund: 2003923 - NEW WAVE CONSTRUCTION	531311-000 - ACCOUNTS RECEIVABL	
NEW WAVE CONSTRUCTION	71752	Refund: 2003994	01/08/2025	01/16/2025	163.72	Refund: 2003994 - NEW WAVE CONSTRUCTION	531311-000 - ACCOUNTS RECEIVABL	
					$12,150.76			
PERRERA, JAMES & DIANNA	71753	Refund: 978607	01/15/2025	01/16/2025	169.28	Refund: 978607 - PERRERA, JAMES & DIANNA	531311-000 - ACCOUNTS RECEIVABL	
					$169.28			
TRAVIS GATES	71754	REFUND - SECO	01/16/2025	01/16/2025	839.74	SECONDARY IRRIGATION SYSTEM CONNECT R	513727-000 - SECONDARY WATER C	
					$839.74			
UPPER CASE PRINTING INK.	71755	2623	01/14/2025	01/16/2025	229.50	BACK OF BILL PRINTING	104130-370 - PROFESSIONAL SERVI	
					$229.50			
WALTON HOMES	71756	REFUND - SECO	01/16/2025	01/16/2025	1,229.76	SECONDARY IRRIGATION SYSTEM CONNECT R	513727-000 - SECONDARY WATER C	
					$1,229.76			

City of Santa Clara
Check Register
All Bank Accounts - 01/16/2025 to 01/16/2025

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
WASHINGTON COUNTY SOLID WA	71757	179007	01/14/2025	01/16/2025	14,200.80	3084 UNITS-GARBAGE @ 13.15 & 2328 BLUCAN	103445-000 - RECYCLING CHARGE	
WASHINGTON COUNTY SOLID WA	71757	179007	01/14/2025	01/16/2025	40,554.60	3084 UNITS-GARBAGE @ 13.15 & 2328 BLUCAN	104430-311 - SOLID WASTE DISPOS	
					$54,755.40			
					$54,755.40			
					$181,264.96			

City of Santa Clara
Check Register
All Bank Accounts - 01/07/2025 to 01/07/2025

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
CHILD SUPPORT SERVICES	71728	01-10-24 873789	01/07/2025	01/07/2025	206.77	01-10-27 PAYROLL #C000873789	102595-000 - GARNISHMENTS PAYA	
					$206.77			
CITY OF ST GEORGE - UTILITIES	71729	DEC 2024 - MES	01/07/2025	01/07/2025	1,761.20	MESA TRAILS WAY DEC 2024	515110-275 - SNOW CANYON OP CO	
CITY OF ST GEORGE - UTILITIES	71729	DEC 2024 - SC	01/07/2025	01/07/2025	781.82	SC WELL 7	515110-271 - WELLS UTILITY COSTS	
CITY OF ST GEORGE - UTILITIES	71729	DEC 2024 - WTR	01/07/2025	01/07/2025	12,227.09	WATER TANK @ MOUTH DEC 2024	515110-275 - SNOW CANYON OP CO	
					$14,770.11			
					$14,770.11			
DR. ROBERT R. FOSTER, D.O. P.C.	71730	JAN 2025 - MED	01/07/2025	01/07/2025	1,200.00	MEDICAL SERVICES DIRECTOR	104230-370 - PROFESSIONAL SERVI	
					$1,200.00			
ERICKSON, M. RICK	71731	DEC 2024 - CITY	01/07/2025	01/07/2025	1,850.00	CITY PROSECUTOR JAN 2025	104120-330 - LEGAL SERVICES	
					$1,850.00			
FREEDOM MAILING SERVICES, IN	71732	49484	12/31/2024	01/07/2025	2,116.97	BILL PROCESSING	104130-370 - PROFESSIONAL SERVI	
					$2,116.97			
HEALTHEQUITY	EFT	JAN 25 FEES	01/07/2025	01/07/2025	2.10	MONTHLY FEES	535310-133 - INSURANCE	
HEALTHEQUITY	EFT	JAN 25 FEES	01/07/2025	01/07/2025	4.20	MONTHLY FEES	104120-133 - INSURANCE	
HEALTHEQUITY	EFT	JAN 25 FEES	01/07/2025	01/07/2025	4.20	MONTHLY FEES	104240-133 - INSURANCE	
HEALTHEQUITY	EFT	JAN 25 FEES	01/07/2025	01/07/2025	6.30	MONTHLY FEES	104130-133 - INSURANCE	
HEALTHEQUITY	EFT	JAN 25 FEES	01/07/2025	01/07/2025	8.40	MONTHLY FEES	104510-133 - INSURANCE	
HEALTHEQUITY	EFT	JAN 25 FEES	01/07/2025	01/07/2025	8.40	MONTHLY FEES	515110-133 - INSURANCE	
HEALTHEQUITY	EFT	JAN 25 FEES	01/07/2025	01/07/2025	23.10	MONTHLY FEES	104230-133 - INSURANCE	
					$56.70			
					$56.70			
STRYKER SALES CORPORATION	71733	9205068251	01/07/2025	01/07/2025	1,077.00	ORIGINAL INV 11-20-23 - RYAN MOORE	104230-370 - PROFESSIONAL SERVI	
STRYKER SALES CORPORATION	71733	9205566713	01/07/2025	01/07/2025	265.00	ORIGINAL 2-8-24 - RYAN MOORE	104230-370 - PROFESSIONAL SERVI	
					$1,342.00			
					$1,342.00			
SUMMIT PRINTING	71734	223208	01/07/2025	01/07/2025	179.48	BUSINESS CARDS FOR CODY AND FRED	104240-240 - OFFICE SUPPLIES	
					$179.48			
TK ELEVATOR CORPORATION		3008274549	01/07/2025	01/07/2025	1,338.50	GOLD-FULL MAINTENANCE-ELEVATOR	104240-260 - BUILDING MAINTENAN	
					$1,338.50			
UTAH STATE TREASURER / FINES	71735	DEC 2024 - COU	12/31/2024	01/07/2025	9,648.20	COURT SURCHARGES DEC 2024	104120-905 - STATE FINE COLLECTI	
					$9,648.20			
WASH. CO. FLOOD CONTROL DIS	71736	DECEMBER 202	01/07/2025	01/07/2025	4,969.50	FLOOD CONTROL DECEMBER 2024	545410-770 - FLOOD CONTROL DIST.	
					$4,969.50			
WASH. COUNTY WATER CONSER	71737	53810	01/07/2025	01/07/2025	11,737.80	EXCESS CONSERVATION SURCHARGE	513714-000 - REGIONAL WATER SUR	
					$11,737.80			
WASHINGTON COUNTY SOLID WA	71738	2179372	01/07/2025	01/07/2025	26.17	COM SOD/DIRT/TILE	545410-415 - STORM DRAIN CLEANI	
WASHINGTON COUNTY SOLID WA	71738	2179894	01/07/2025	01/07/2025	91.96	COM SOD/DIRT/TILE	545410-415 - STORM DRAIN CLEANI	
WASHINGTON COUNTY SOLID WA	71738	2187673	01/01/2025	01/07/2025	110.04	COM SOD/DIRT/TILE	545410-415 - STORM DRAIN CLEANI	
					$228.17			
					$228.17			

City of Santa Clara
Check Register
All Bank Accounts - 01/07/2025 to 01/07/2025

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
WESTERN UNITED ELECTRIC SU	71739	6130127	01/02/2025	01/07/2025	740.71	WEDGE TAP CONNECTIONS	535310-466 - POWER LINES/POLES/	
WESTERN UNITED ELECTRIC SU	71739	6130435	01/02/2025	01/07/2025	363.21	WEDGE TAP CONNECTIONS	535310-466 - POWER LINES/POLES/	
					$1,103.92			
					$1,103.92			
					$50,748.12			

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: 29/Jan/25 **Agenda Item:** 1

Applicant: N/A **Requested by:** Dustin Mouritsen

Subject: Pioneer Parkway Chip Seal

Description:

CITY COUNCIL REGULAR MEETING: Consider approval and award the low bidder Consolidated Paving for the amount of $152,309.64 for the Pioneer Parkway chip seal project and there will be a new striping layout with right turn deceleration lanes at all residential and business accesses from Red Mountain Drive to 400 East once chip seal is completed by Straight Stripe Painting who has the State Contract for striping so no bids will needed for the striping and is Impact Fee eligible. The project will take place mid to late May.

Recommendation: Approval **Attachments:** N/A

Cost: 152309.64

Legal Approval: Yes

Finance Approval: Yes

Budget Approval: Yes

			Consolidated		CKC		Hales	
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Slurry Sealing (including mobilization and traffic control)	362,642	sf	$ 0.420	$ 152,309.64	$ 0.7200	$ 261,102.24	$ 0.640	$ 232,090.88
		TOTAL	$	152,309.64	$	261,102.24	$	232,090.88

*Total calculated from unit price does not match total from bid

** Received after bid date


Chip Seal 362,642 Sq. Ft. on Pioneer Parkway
02/24/2024 - 04/28/2024
DESERT ROSE WAY
DESERT GARDENS LN
TUSCANY DR
SETTLERS DR
PATRICIA DR
RACHEL DR
NICHOLAS DR
JULIE DR
JOSHUA CIR
BRYSON CIR
RED MOUNTAIN DR
SOUTH VILLAGE DR
LAVA VISTA DR
PHIL SMITH CT
BLACKHAWK RIDGE CIR
INDIAN PEAKS CIR
LAVA VALLEY WAY
MESA TRAILS WAY
CHOSHONI TRL
CHACO TRL
CHEYENNE TRL
LAVA HILLS RD
2700 W
PRIVATE
MADISON AVE
LONDON LN
MITCHELL DR
BRENNA DR
TESS LN
SAGEBRUSH DR
ROBBIN CT
SMUDGE COVE DR
ADOBE DR
SERENITY LN
RED BUTTE DR
WINDMILL DR
WINDMILL CIR
HARMONY WAY
SWEETWATER DR
OLD HIGHWAY 91
RED CREEK DR
CHALET DR
SWISS DR
DUTCHMAN DR
CACTUS DR
ALPINE DR
VALLEY VIEW DR
RIVERVIEW DR
BIRD CIR
RAINBOW RD
RUSSELL CIR
REDROCK CIR
CLAWSON CIR
BEDROCK CIR W
BOULDER CIR W
BASALT CIR
CENTENNIAL CIR
CENTENNIAL DR
2500 W CIR
1020 S
1060 S
100 S
1175 S
375 E
351 E
326 E
290

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: 29/Jan/25 **Agenda Item:** 2

Applicant: N/A **Requested by:** Dustin Mouritsen

Subject: Pioneer Parkway Re-construct

Description:

CITY COUNCIL REGULAR MEETING: Consider approval and award the low bidder Southern Utah Grade and Pave in the amount of $120,175.00 to re-construct the raised portion of Pioneer Parkway near the Hamon's entrance before the Chip Seal in May.

Recommendation: Approval

Attachments: N/A

Cost: 120175

Legal Approval: Yes

Finance Approval: Yes

Budget Approval: Yes

2603 Santa Clara Drive, Santa Clara,

Utah 84765 Phone (435) 673-6712 Fax

(435) 628-7338

Southern Utah Grade & Pave

544 S 400 W
Ivins, UT 84738
435-669-9495

Estimate

Date	Estimate #
1/6/2025	2370

Name / Address
Santa Clara City

Project
Pioneer Parkway

Description	Qty	Rate	Total
Pioneer Parkway, Santa Clara - Remove and haul off 500 LF of 30" curb, regrade and install new 30" curb	1	21,450.00	21,450.00
Pulverize existing asphalt, finish grade and compact to prepare for asphalt. Install 4" city mix asphalt on approximately 27,500 sq ft	27,500	3.39	93,225.00
Remove and replace 1 man hole collar and 1 water valve collar	1	1,500.00	1,500.00
Traffic control for 7 days.	1	1,500.00	1,500.00
Pavement markings	1	1,500.00	1,500.00
Testing of concrete, compaction, and asphalt	1	1,000.00	1,000.00
•Not responsible for drainage in areas of less than 1.5% grade. •Price is based on 1 move-in(s). Additional move-ins would be negotiated at a per move-in price. •Asphalt oil cost adjustment: This contract is subject to an asphalt oil cost adjustment for all asphalt materials included in the contract. Buyer agrees increases or decreases to asphalt oil costs above or below the listed bench mark price, as stated in this proposal, is cause for adjustment to the contract. The bench mark price is based on UDOTs published binder index at the time of this proposal. Each $10.00 change to the UDOT binder index (published monthly) will require a contract price adjustment of $0.50 per ton of asphalt mix placed during the monthly index cycle. The binder index can be found by searching “binder index” at www.udot.utah.gov •The General Contractor/Owner shall give the subcontractor two weeks notice of actual required starting date. •The contract prices in this proposal and contract will be guarantee only if this proposal and contract is accepted within 30 days of the date set forth above. •Not responsible for any damage to underground utilities and cost of repair to same, adjustments of utilities & manholes & patching of same. •This job is bid using warm mix (environmental friendly) unless otherwise specified. •Unless specified otherwise, this bid does not include payment performance or any other bonds, permits, licenses, fees, testing, engineering, traffic control, flagging, saw cutting, sterilant, striping, bollards, signage and prime coat. Additional work and work in		0.00	0.00

Total

Southern Utah Grade & Pave

544 S 400 W
Ivins, UT 84738
435-669-9495

Estimate

Date	Estimate #
1/6/2025	2370

Name / Address
Santa Clara City

Project
Pioneer Parkway

Description	Qty	Rate	Total
excess of that specified and described above will be handled as a change order and MUST BE APPROVED by owner or contractor prior to construction. Bid DOES NOT include engineering, layout or testing unless otherwise stated. Fine grade +/- 1/10' means that the grade is within 1/10' from being finished (GENERALLY ONE PASS WITH A GRADER). Price does not include furnishing additional material or the removal of excess material. Unless otherwise stated, bid does not include raising and concrete collars on manholes, water valves or monuments. General Contractor owner or developer is responsible for storm water prevention plan. •To the extent that the above work is specified as a unit or square foot price, it is agreed that the number or units or square feet indicated is an approximation. Southern Utah Grade and Pave shall be paid for the actual work provided. •Buyer shall pay Southern Utah Grade and Pave within thirty (30) days following the date of invoice without retention and regardless of the final completion date of the work. In the event that payment is not made, Southern Utah Grade and Pave shall be entitled to interest on all past due payments at the rate of 18% per annum from the date payment is due until payment is received. •Written notice of any alleged claim or defect must be given to Southern Utah Grade and Pave at its show address not later than five (5) days after the completion of the Work. Failure to give written notice as herein provided shall be and constitute a waiver of any such alleged defects or claims.			

Total $120,175.00

523 E Sunland Dr. Suite B
St. George, Ut 84790
Phone: 435-628-6706

2015 National Finalist EQUIPMENT WORLD contractor of the year

To:	Pioneer Parkway Remove And Replace	**Contact:**	
Address:	Santa Clara	**Phone:**	
		Fax:	
Project Name:	Pioneer Parkway Remove And Replace	**Bid Number:**	
Project Location:		**Bid Date:**	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
001	Traffic Control	1.00	LS	$5,500.00	$5,500.00
002	Rotomill Asphalt	24,000.00	SF	$0.42	$10,080.00
003	Remove And Replace Curb	500.00	LF	$60.14	$30,070.00
005	Roadbase	24,000.00	SF	$1.60	$38,400.00
006	4" Asphalt	24,000.00	SF	$3.61	$86,640.00
007	Paint Road	1.00	LS	$3,750.00	$3,750.00

Total Bid Price: $174,440.00

Alternate #1

008	Remove And Replace Sidewalk (will Bill Actual And Will Meet With You To Decide On Quantity)	2,500.00	SF	$8.12	$20,300.00

Notes:

- Anything not specifically included is excluded.
- ASPHALT OIL COST ADJUSTMENT: This contract is subject to an asphalt oil cost adjustment for all asphalt materials included in the contract. Buyer agrees increases or decreases to asphalt oil costs above or below the listed Bench Mark Price, as stated in this proposal, is cause for adjustment to the contract. The Bench Mark Price is based on UDOTs published Binder Index at the time of this proposal. Each $10.00 change to the UDOT Binder Index (published monthly) will require a contract price adjustment of $0.50 per ton of asphalt mix placed during the monthly index cycle. The binder index can be found by searching "binder Index" at www.udot.utah.gov.
- SWPPP closure & SWPPP maintenance, permanent seeding, or landscaping are excluded.
- Topsoil is from on site, no import. Rough garde landscape areas to within two-theths of a foot.
- No vapor barrier, building under drains, or waterproofing.
- Paved areas to be graded +/- .1 foot for sub-grade.
- No soils testing, surveying, staking, lay-out, permits or bond. No surveyed or engineered "As-Built" drawings.
- Hard rock excavation is not included, Hard rock excavation is defined as Material that cannot be excavated with a CAT 320.
- Onsite soil is presumed to be suitable for bedding and backfill.
- No Winter Protection provisions.
- Price does not include permits
- Unforseen conflicts with new or existing utilities will be addressed at T&M.

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and hereby accepted.	**Feller Enterprises**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Estimator:**

M&T ENTERPRISES
Diversfied construction and Infrastructure Expert

1250 East 200 South, STE 1D
Lehi, UT 84043
385-535-3903

To:	Santa Clara City	**Contact:**	Dustin Mouritsen
Address:	Santa Clara	**Phone:**	
		Fax:	
Project Name:	Pioneer Parkway Road Reconstruction	**Bid Number:**	
Project Location:	Pioneer Parkway, Santa Clara, UT	**Bid Date:**	1/3/2025

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Mobilization/Traffic Control	1.00	LS	$6,412.00	$6,412.00
	Remove And Replace Curb And Gutter	500.00	LF	$56.20	$28,100.00
	Rotomill 4" Asphalt	27,500.00	SF	$0.41	$11,275.00
	4" Asphalt	27,500.00	SF	$3.15	$86,625.00
	Pavement Markings	1.00	LS	$3,227.50	$3,227.50
				Total Price for above Items:	**$135,639.50**

Total Bid Price: $135,639.50

Notes:

- All Bonds (performance and payment, bid or other) excluded.
- Quantities are based on provided plans and specifications. All Bid items will be billed based upon actual quantities.
- Prices are valid for 15 days from the date on this proposal.
- We have assumed typical excavation conditions. All Blasting, Ripping, Soft Subgrade, and Dewatering excluded.
- All survey, including data for machine control, to be provided by owner.
- Required Compaction testing to be provided by the owner.
- Conflicts with existing utilities excluded. Additional costs will apply for any necessary looping of Utilities.
- The above pricing includes all labor, equipment, materials, supervision and miscellaneous costs required to build the project per provided plans and specifications dated:

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

M&T Enterprises

Authorized Signature: _____

Estimator: Cyoung

Index Construction, LLC
PO Box 912076
St George, UT 84791
(435) 229-7513

To:	Santa Clara City	**Contact:**	DUSTIN MOURITSEN
Address:	St George	**Phone:**	
		Fax:	
Project Name:	PIONEER PARKWAY MILLING/ASPHALT	**Bid Number:**	110
Project Location:		**Bid Date:**	1/14/2025

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	MO100	MOBILIZATION	1.00	UNIT	$1,747.13	$1,747.13
2	SP100	SWPP	1.00	UNIT	$1,164.75	$1,164.75
3	AS100	ASPHALT, AND BASE,TO BE MILLED GRADED. EXTRA MILLINGS TO BE HAULED OFF 4" ASPHALT ROAD TO BE DONE IN TWO SECTIONS.	27,500.00	SF	$4.81	$132,275.00
4	CG300	REMOVE CURB REGRADE CURB BASE/FINAL GRADING	500.00	LF	$22.60	$11,300.00
5	CG200	CURB & GUTTER CONCRETE 500' HB CURB	500.00	LF	$36.11	$18,055.00
6	TC100	TRAFFIC CONTROL	1.00	UNIT	$11,647.53	$11,647.53
7	AS300	ASPHALT STRIPING	1.00	UNIT	$5,823.76	$5,823.76

Total Bid Price: $182,013.17

Notes:

- THE ABOVE PRICES DO NOT INCLUDE PERMITS
- THE ABOVE PRICES DO NOT INCLUDE SOILS ENGINEERING
- ANYTHING NOT SPECIFICALLY INCLUDED IS EXCLUDED
- HAMMERING, RIPPING ROCK IS NOT INCLUDED, IF IT IS NEEDED IT WILL BE BILLED T&M
- PRICING DOES NOT INCLUDE ANY UNFORSEEN CITY, COUNTY OR STATE REQUIREMENT CHANGES AFTER THE ORIGINAL BID
- ASPHALT OVERAGES SQ FT/TONS WILL BE BILLED AT THE COMPLETION OF THE JOB
- STRIPING OVERAGES WILL BE BILLED AT THE COMPLETION OF THE JOB

Payment Terms:

Payment due within 30 days from invoice date.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Index Construction

Authorized Signature: _____

Estimator: Robert Sprague
435-229-1330 spraguerq@gmail.com

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: 29/Jan/25 **Agenda Item:** 3

Applicant: N/A **Requested by:** Dustin Mouritsen

Subject: 5-year Sewer Base Rate Increase

Description:

CITY COUNCIL REGULAR MEETING: Consider approval of the 5-year Sewer Base Rate Increase. Effective March 1,2025 and January 1,2026-2029.

Residential:	Commercial:
2025 8% $2.08 = $28.13	$2.61 = $35.26
2026 8% $2.25 = $30.38	$2.82 = $38.08
2027 3% $.91 = $31.29	$1.14 = $39.22
2028 3% $.93 = $32.22	$1.17 = $40.39
2029 3% $.96 = $33.18	$1.21 = $41.60

Recommendation: Approval

Cost: N/A

Legal Approval: Yes

Finance Approval:

Yes

Residential		Yearly Increase	Base Rate
8%	2025	$2.08	$28.13
8%	2026	$2.25	$30.38
3%	2027	$0.91	$31.29
3%	2028	$0.93	$32.22
3%	2029	$0.96	$33.18

Commercial			
8%	2025	$2.61	$35.26
8%	2026	$2.82	$38.08
3%	2027	$1.14	$39.22
3%	2028	$1.17	$40.39
3%	2029	$1.21	$41.60

SEWER RATES	SURROUNDING CITIES
SANTA CLARA	$26.05
ST. GEORGE	$21.65
IVINS	$28.49
WASHINGTON	$24.37
AVG.	$25.14

CITY OF SANTA CLARA
RESOLUTION NO. 2025-02R

A RESOLUTION OF THE CITY OF SANTA CLARA, UTAH AMENDING THE SEWER BASE RATE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council of Santa Clara City finds that it is necessary from time to time to amend rates to properly renew and replace funds.

WHEREAS, Sewer Base Rates are deemed a fee for service requiring that the fee cover the replacement cost of the service; and

WHEREAS, the City Council has found that the cost associated with providing sewer rates for commercial and residential has increased significantly over time requiring an amendment to the City's Sewer Base Rate Fee Schedule; and

WHEREAS, the City has researched the fees assessed required for renewal and replacement fund., and

NOW, THEREFORE, BE IT RESOLVED by the Santa Clara City Council that the 5-year sewer base rate for commercial and residential be implemented as listed in the attached Exhibit "A"

See Exhibit "A"

Effective Date: This Resolution shall become effective the billing cycle beginning on or about March 1, 2025 and January 1, 2026-2029 upon appropriate adoption, recording, and posting in the manner prescribed by law.

ADOPTED by a duly constituted quorum of the Santa Clara City Council this 29th day of January, 2025.

IN WITNESS THERETO:

_____
RICK ROSENBERG, Mayor

_____
Chris Shelley, City Recorder

EXHIBIT "A"

Residential		Yearly Increase	Base Rate
8%	2025	$2.08	$28.13
8%	2026	$2.25	$30.38
3%	2027	$0.91	$31.29
3%	2028	$0.93	$32.22
3%	2029	$0.96	$33.18
Commercial			
8%	2025	$2.61	$35.26
8%	2026	$2.82	$38.08
3%	2027	$1.14	$39.22
3%	2028	$1.17	$40.39
3%	2029	$1.21	$41.60

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: 29/Jan/25 **Agenda Item:** 4

Applicant: Ryan Miller **Requested by:** Jim McNulty

Subject: Application for a Single Event Liquor License

Description:

The applicant, Ryan Miller, with Anvil Brewing Company, has applied for a Single Event Liquor License for the True Grit event scheduled March 13, 14, and 15, 2025. Mr. Miller has submitted a completed application (attached) with all required information for City Council review and consideration.

Recommendation: N/A

Attachments: N/A

Cost: N/A

Legal Approval: Yes

Finance Approval: No

Budget Approval: No

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 A SINGLE EVENT LIQUOR LICENSE

Date: 12/30/24

Applicant Name: Ryan Miller

Business Name: Anvil Brewing Co DBA SaltFire Brewing Co

Date of Birth: [redacted]

SSN: [redacted]

Residence Address: [redacted] Salt Lake City, UT [redacted]
Street City State Zip

Applicant Phone: [redacted] Business Phone: _____ Email: [redacted]

Name of Special Event: True Grit Epic

Location of Event: Santa Clara City
Street City State Zip

On the: 13/14 day(s) of: March, 2025
Dates Month Year

During the hours of: 8am-6pm, pursuant to the provision of Utah Code 32B-9 for the sale of **(Check all that apply):** Beer_X_ Heavy Beer_X_ Wine___ Flavored Malt Beverages___ Liquor___

REQUIREMENTS:

_X_ $50 Non-Refundable Application Fee.

_X_ $50 Single Event Permit Fee

_X_ Copy of Applicant's Current City Business License.

_X_ Copy of Applicant Driver's License.

_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_ Evidence of distance to the nearest school, church, public library, public playground or park.

___ Signed consent stating that permitee will permit any authorized representative of the city or any law enforcement officer the unrestricted right to enter event site.

_X_ Applicant must be over 21 years of age.

_X_ List any convictions for crimes which could disqualify applicant.



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 Single Event Liquor License and that all information contained in the application is true.

Applicant Signature

Sworn before me this 7 day of January, 2025

ITZEL ILENE SALAS
Notary Public - State of Utah
Comm. No. 728293
My Commission Expires on
Dec 9, 2026

Notary Public

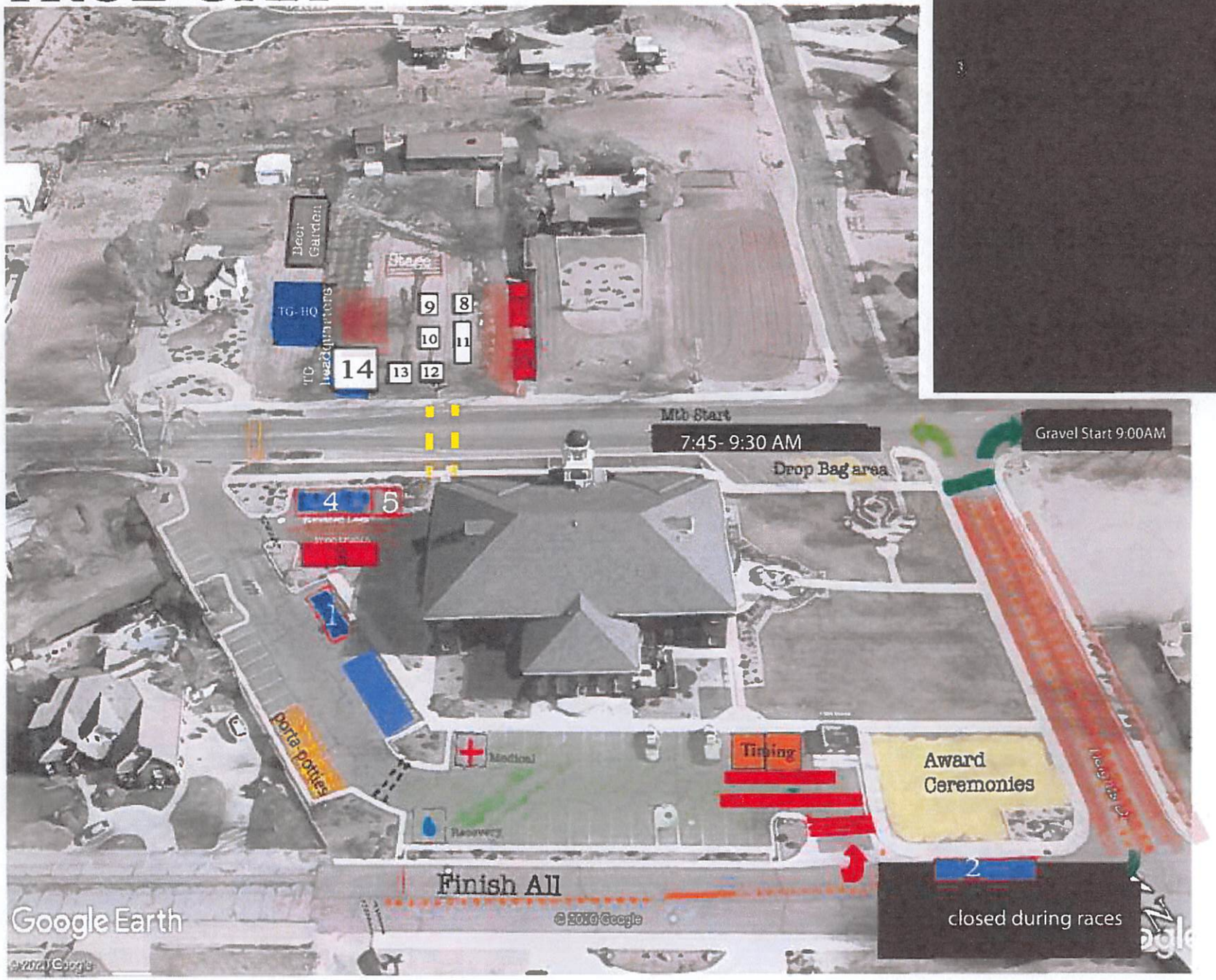
Dec 9, 2026
My Commission Expires

SALT LAKE CITY
Residing at:

Approval by City Council (if required): _____

Approval by City Manager or Designee: _____

TRUE GRIT


VENDOR ASSIGNMENTS
3
Mtb Start
7:45- 9:30 AM
Gravel Start 9:00AM
Drop Bag area
Porta Potties
Medical
Timing
Award Ceremonies
Recovery
Finish All
2
closed during races
Google Earth
© 2010 Google

Signed consent from Anvil Brewing DBA SaltFire Brewing Co for Ryan Miller:

We hereby state we will permit any authorized representative of the city or any law enforcement officer the unrestricted right to enter the True Grit Epic Beer Garden event site.

Signed Ryan A Miller Date 11/30/21

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: 29/Jan/25 **Agenda Item:** 5

Applicant: Dustin Garr, New wave Construction **Requested by:** Jim McNulty

Subject: PDR Zone Amendment & Project Plan Review

Description:

Dustin Garr, New Wave Construction, is requesting a PDR Zone Amendment and Project Plan Review for a multi-family townhome project within the Solace Subdivision. The Project Plan includes fifty-six (56) townhome units located within eight buildings (7-Plexes). The subject property is 8.16 acres in size. This equates to a project density of 7.2 units per acre. A staff report with other supported documents has been included within the Council meeting packet.

Recommendation: Approval **Attachments:** N/A

Cost: N/A

Legal Approval: Yes

Finance Approval: No

Budget Approval: No

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

PDR Zone Amendment & Project Plan Review Summary and Recommendation

Public Body: Santa Clara City Council
Meeting Date: January 29, 2025
Current Zone: Planned Development Residential, PDR Zone
General Plan Designation: Medium Density Residential, MDR
Property Size: 8.16 acres
Property Location: Corner of Rachel Drive & Affirmation Drive
Request: PDC Zone Amendment & Project Plan Review
Applicant Name: Dustin Garr
Staff Planner: Jim McNulty
City Staff Recommendation: Approve with conditions
Meeting Type: Public Meeting

PROJECT DESCRIPTION

The applicant, Dustin Garr, with New Wave Construction, is requesting a PDR Zone Amendment & Project Plan Review for a multi-family townhome project within the Solace Subdivision. The proposed Project Plan includes fifty-six (56) townhome units located within eight (8) seven-plex buildings. The subject property is 8.16 acres in size. This equates to a project density of 7.2 units per acre.

The **overall preliminary subdivision plat** was reviewed by the Planning Commission on December 10, 2020. The preliminary plat was then approved by the City Council on April 14, 2021. This approval included a total of 128 single-family lots to be platted in six (6) different subdivision phases along with **a "Future Development" site** to **include fifty-six (56) townhome units** (map attached). The overall approval included a rezoning of property to R-1-10/Mixed Lot Size for the single-family lots, and PDR for the townhome property. A stamped legal description was provided for both properties as well (see attached document). So far, Phases 1, 2, and 3 have been recorded with single-family homes completed or under construction.

Chapter 17.68, Planned Development Zones, requires a review of the Project Plan including, residential unit count, building design and materials, project amenities, public trail access, open space, landscaping, parking, roads/private driveways, fencing, signage, as well as other necessary items for a multi-family residential project. Staff will further discuss the proposed project and requirements in the report.

PROJECT PLAN REVIEW ITEMS

City staff have worked with the applicant on several items associated with the Project Plan. The following includes information on each item as required by Chapter 17.68, Planned Development Zone:

1. **Residential Unit Count:** The Project Plan includes a total of fifty-six (56) townhome units on 8.16 acres. This equates to a density of 7.2 units/acre. The **units will be located within eight (8) 7-Plex buildings.** A total of three buildings will be located within the western half of the project, with the five buildings located within the eastern half of the project. Although a Phasing Plan has not been submitted, City staff recommends that one be included at preliminary subdivision plat submittal as it's likely the project will be developed in two phases. A **copy of the Project Plan is attached.**

2. **Building Design/Materials/Height/Setbacks:** The proposed buildings include a two-story townhome design. Each unit will include 4 bedrooms, 2.5 bathrooms, and a two-car garage. Each unit will be approximately 1,820 square feet in size. Exterior building materials will include stucco, rock and wood finishes on the front and rear elevations, with balconies and awnings. The two-story townhomes will be approximately 24' in height and include a flat roof with a parapet. Building setbacks will be as follows: Front setback of 20' from back of driveway to building (minimum 20' driveway is also required); a minimum of 10' of separation between buildings, with a minimum rear yard setback of 20' from property line. A large ***building materials board*** was submitted by the applicant and will be available at the Planning Commission meeting. A **copy of the proposed Building Elevations and Floor Plans** is attached.

3. **Project Amenities: Chapter 17.68 requires project amenities** including recreation facilities such as tennis courts, playground equipment, swimming pool, clubhouse, and other common amenities such as a gazebo, outdoor cooking/eating areas, walkways, etc. The **Project Plan includes** a large playground and basketball court on the west side, with pickleball courts and two picnic pavilions on the east side of the project. Additionally, lawn areas and a walking path connecting the two sides of the project for residents are included.

4. **Public Trail Access: A 10' multi-use trail is required** through the center of the project adjacent and parallel to the Tuacahn Wash (see Project Plan). This trail is required as per the **2018 Trails Master Plan.** This section of trail will tie in with the Solace Subdivision Phase 1 to the north, and the Desert Village Townhomes to the south.

5. **Open Space:** Chapter 17.68 requires at least **30% of a project to be in common area open space.** The Project Plan **includes 35.6% (2.90 acres) of open space** for the project. The applicant will be required to work with City staff during the preliminary subdivision plat review to verify these calculations.

6. **Project Landscaping:** The final landscape and irrigation plans will be required to comply with **Ordinance #2024-02 (Water Efficient Landscaping & Conservation Standards).** A **secondary water connection will be required for outdoor water use.** The applicant has provided preliminary landscape and irrigation plans that appear to meet code requirements. The applicant will be required to work with City staff during the preliminary subdivision plat review on this item. A **copy of the Landscape Plan** is attached.

7. **Outdoor Lighting:** Chapter 17.68.040 indicates that all outdoor lighting shall not adversely impact surrounding residential uses. All lighting shall be shielded and directed downward to avoid light spill. Lighting details will need to be provided with the preliminary subdivision plat submittal.

8. **Private Driveway Design:** The Project Plan includes **two private driveways (east and west sides of project) with an asphalt width of 26'**. The private driveway will include a 4' sidewalk on one side of the driveway allowing for resident/pedestrian access to amenity areas. Both driveways provide direct access to Affirmation Drive which is a public street with a 60' cross-section. Additional private driveway details/cross-section will be required at preliminary subdivision plat submittal.

9. **Required Parking:** The project is required to have a minimum of **112 parking spaces (56 covered, 56 uncovered)** for the proposed townhome units as per Chapter 17.32. The Project Plan also includes **31 guest parking spaces** adjacent to amenity areas, as well as two car garages and driveways for each proposed unit. It appears that sufficient parking is proposed for the project.

10. **Required Landscape Strip & Block Privacy Walls:** A 10' landscape strip is required on Affirmation Drive along the frontage of the project. A 6' solid block wall will be placed along the frontage of the project as per other walls in the immediate vicinity (Solace Subdivision to the north). This detail will be reviewed at preliminary subdivision plat submittal.

11. **Project Signage:** No project signage has been submitted for review. The applicant has indicated that entry signs will be proposed at the intersections with Affirmation Drive. This detail should be submitted with the preliminary subdivision plat.

12. **Road Maintenance Fund & CCRs:** City staff recommends that a **Road Maintenance Fund be established** by the applicant for the future maintenance of the private driveways within the project. This may include future slurry seals, crack sealing, pothole repairs, and other general maintenance as needed. The Road Maintenance Fund provisions may be a separate document or included within the CC&Rs for the project. The project CC&Rs will need to be reviewed and approved by City staff prior to final plat recordation.

NEIGHBORHOOD RESPONSE

Notices were sent to the property owners within 300' of the subject property prior to the public hearing. The subject property was also posted as per State Code. No responses have been received by city staff as of the writing of this report.

STATE CODE CONSIDERATIONS

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

CITY STAFF RECOMMENDATION

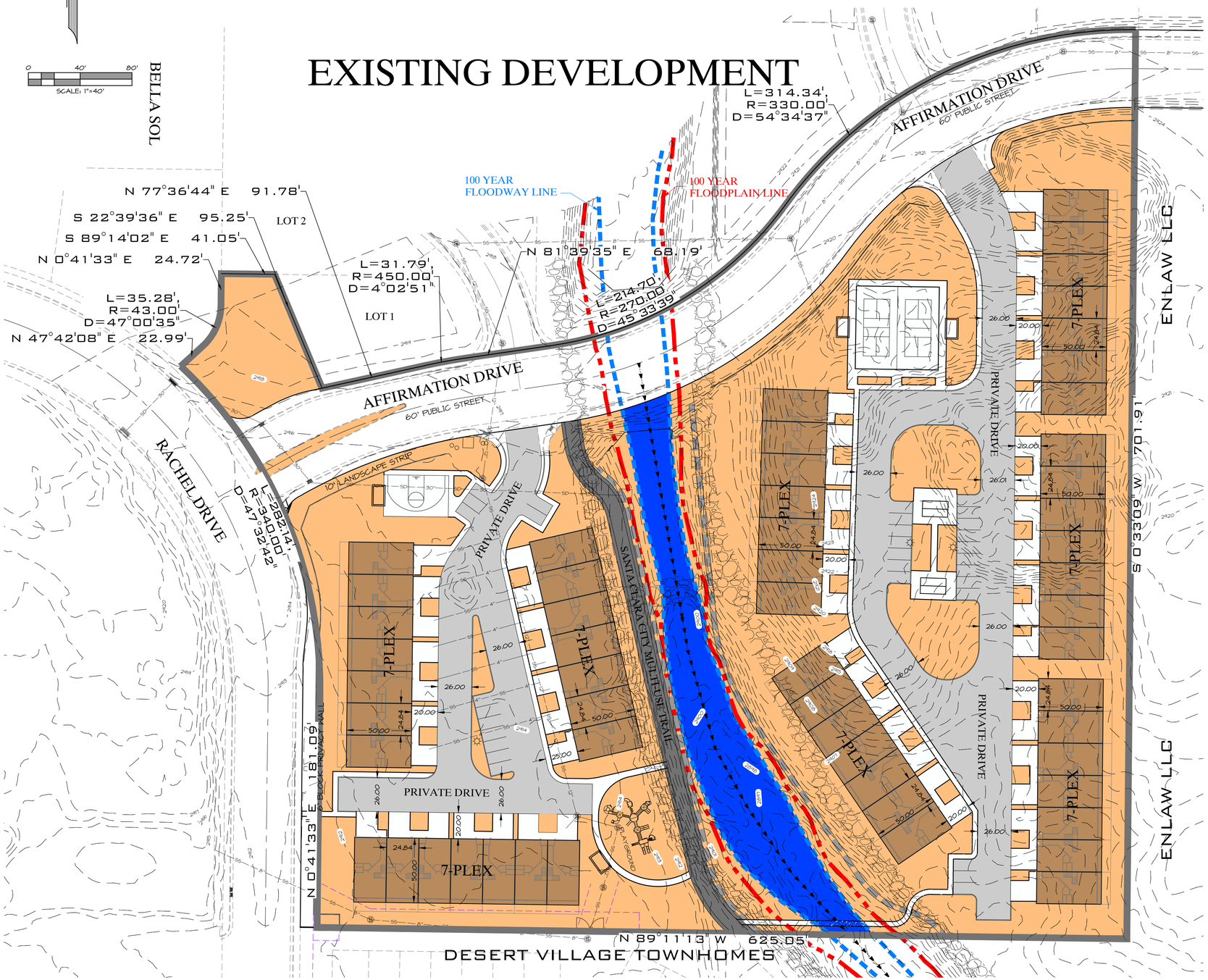
On January 9, 2025, the Planning Commission held a public hearing and made a motion recommending **Approval** of the project to the City Council by a vote of 6 to 0. City staff recommends that the City Council consider granting approval of a PDR Zone Amendment and Project Plan Review for the Solace Townhomes subject to the following conditions:

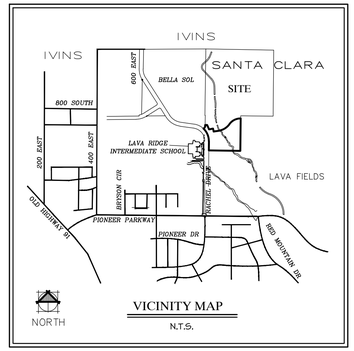
Request: Solace Townhomes

1. That the applicant be required to go through the Subdivision Review process for each project phase, overall preliminary plat & final plat(s).
2. That a total of fifty-six (56) units on 8.16 acres be allowed as per the Project Plan. This equates to a density of 7.2 units/acre.
3. That a Project Phasing Plan be required for the overall project. That the Phasing Plan be reviewed at preliminary subdivision plat submittal for compliance with each project phase.
4. That the building design/materials/colors/height/and setbacks comply with the Project Plan as presented by the applicant. That substantial changes to these items require an amendment to the Project Plan.
5. That at least 30% of the project area be in common open space. The Project Plan includes approximately 35.6% (2.90 acres) of open space.
6. That the project amenities be provided and put in place as per the Project Plan and Phasing Plan.
7. That the required 10' public multi-use trail (2018 Trails Master Plan) be put in place as per the Project Plan.
8. That the applicant be required to comply with City Ordinance #2024-02, Water Efficient Landscaping & Conservation Standards. That a secondary water connection is required for outdoor water use.
9. That outdoor lighting details be provided with the preliminary subdivision plat submittal.
10. That a 26' private driveway with a 4' sidewalk on one side as per the Project Plan be allowed for the interior of the project. That additional private driveway details/cross-section be required at preliminary subdivision plat submittal.
11. That 112 parking spaces for the 56 multi-family townhome units (two car garages and driveways) be provided along with 31 guest parking spaces adjacent to the amenity areas as per the Project Plan.
12. That a 10' landscape strip along Affirmation Drive with a 6' solid block wall be required.
13. That project entry sign(s) details be submitted with the preliminary subdivision plat.
14. That a Road Maintenance Fund be established by the applicant for the future maintenance of the private driveways within the project. That this document be submitted to City staff for review and approval prior to final plat recordation.
15. That project CC&Rs be submitted to City staff for review and approval prior to final plat recordation.

COLORED SITE PLAN
SOLACE TOWNHOMES AT SANTA CLARA
SANTA CLARA, UTAH

LOCATED IN SECTION 34, TOWNSHIP 42 SOUTH, RANGE 16 WEST OF THE
SALT LAKE BASE AND MERIDIAN
CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.





PROJECT TOTALS

TOTAL AREA = 355,310 SQ. FT. = 8.16 ACRES	100 %
TOTAL FLOODWAY AREA = 16,804 SQ. FT. = 0.39 ACRES	4.7 %
TOTAL PUBLIC STREET AREA = 46,981 SQ. FT. = 1.08 ACRES	13.2 %
TOTAL PUBLIC TRAIL AREA = 6,112 SQ. FT. = 0.14 ACRES	1.7 %
TOTAL LANDSCAPED COMMON AREA = 126,351 SQ. FT. = 2.90 ACRES	35.6 %
TOTAL ADDITIONAL HARDSCAPE AREA = 89,499 SQ. FT. = 2.05 ACRES	25.2 %
TOTAL BUILDING AREA = 69,542 SQ. FT. = 1.60 ACRES	19.6 %
TOTAL COMMON AREA = 232,654 SQ. FT. = 5.34 ACRES = 65.4% OF TOTAL SITE	

= INDIVIDUAL TOWNHOME UNITS
TOTAL = 56 UNITS
8 - 2 STORY BUILDINGS

= STREET/PARKING AREA
TOTAL PARKING REQUIRED = 2 SPACES/UNIT = 112
TOTAL PARKING PROVIDED = 2.2 SPACES/UNIT = 124

= LANDSCAPED COMMON AREA

= HARDSCAPE AREA

= FLOODWAY AREA

PROJECT DENSITY CALCULATIONS

PROJECT AREA = 8.16 ACRES
FLOODWAY AREA = 0.39
TOTAL DEVELOPABLE AREA = 7.77
TOTAL NUMBER OF UNITS = 56
PROJECT DENSITY = 7.21

PROJECT INFORMATION

ZONING - PD GENERAL PLAN - MDR	
TOTAL AREA	8.16 ACRES 355,310 SQ. FT.
PROJECT DENSITY	7.2 UNITS PER ACRE
PARCEL NUMBER	SC-6-2-9-4402 SC-6-2-4-3430

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

PROJECT OWNER/ DEVELOPER
SOLACE SC LLC
2481 EAST LAGRASSE CIRCLE
ST. GEORGE, UT 84790
CONTACT: DUSTIN GARR
(435) 668-9668

GEOTECHNICAL ENGINEER
APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC. (AGEC)
1420 SOUTH 270 EAST
ST. GEORGE, UT 84790
CONTACT: WAYNE ROGERS
(435) 673-6850

DATE: 12/23/24
JOB NO.: 4828-18-051
DESIGNED BY: AMH
CHECKED BY:
DWG: Site Plan
DATE
REVISIONS

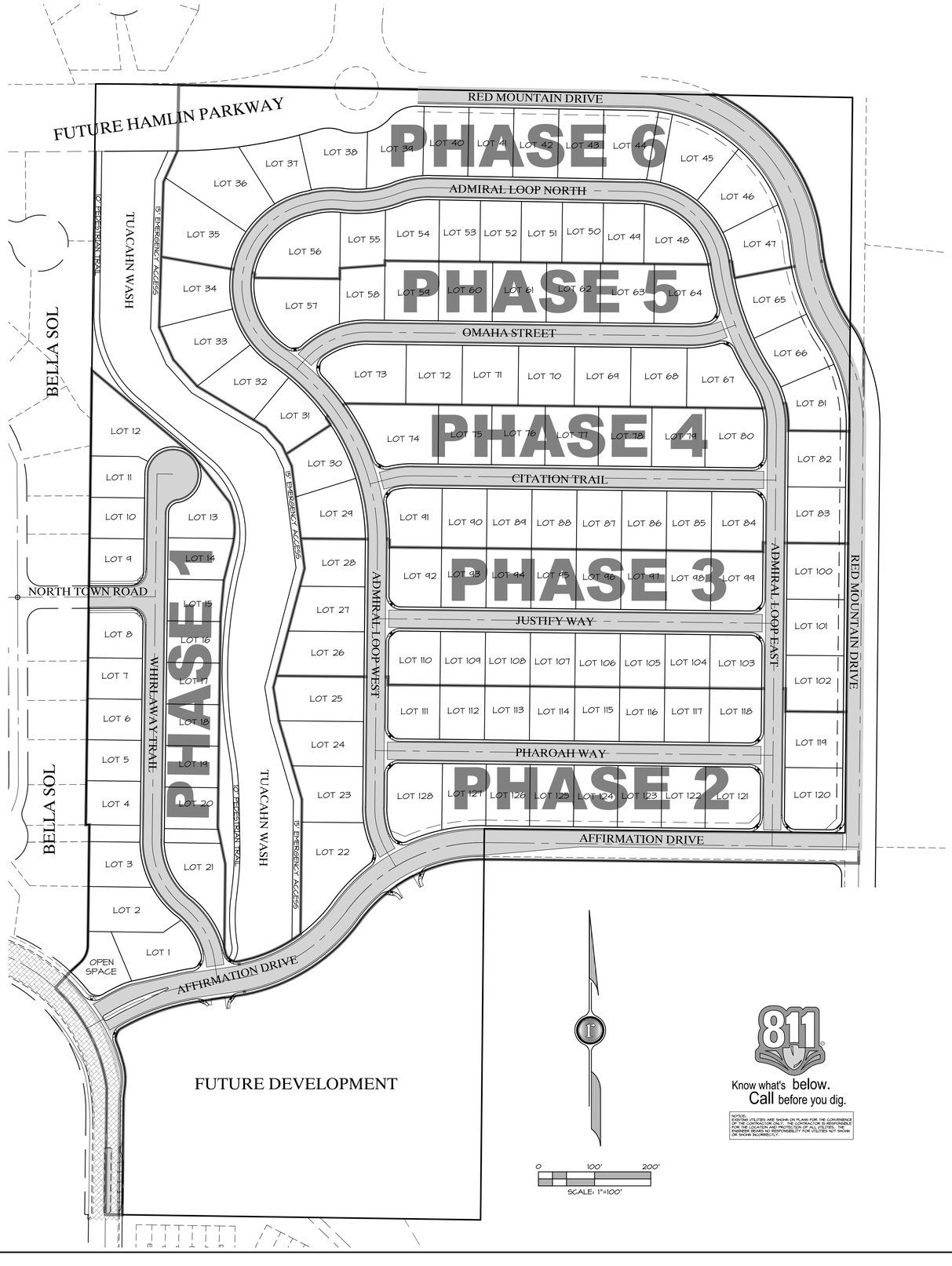
ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
www.racivil.com

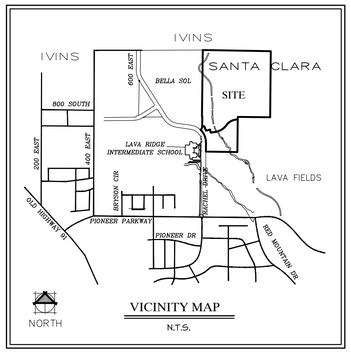
COLORED SITE PLAN
FOR
SOLACE TOWNHOMES
SANTA CLARA
UTAH

SHEET
1
1 OF 1 SHEETS

SOLACE @ SANTA CLARA

LOCATED IN SECTION 17, TOWNSHIP 42 SOUTH, RANGE 16 WEST OF THE SALT LAKE BASE AND MERIDIAN IN SANTA CLARA CITY, WASHINGTON COUNTY, UTAH.





SHEET LAYOUT

SHEET NUMBER	SHEET DESCRIPTION
1.0	COVER SHEET
2.0	EROSION CONTROL PLAN
3.0	GRADING PLAN
3.1	GRADING PLAN
3.2	GRADING PLAN
3.3	RETAINING WALL PLAN
3.4	BOX CULVERT DETAILS
3.5	BOX CULVERT DETAILS
4.0	AFFIRMATION DRIVE PLAN/PROFILE
4.1	NORTH TOWN & WHIRLAWAY TRAIL PLAN/PROFILE
4.2	ADMIRAL LOOP WEST PLAN/PROFILE
4.3	ADMIRAL LOOP NORTH PLAN/PROFILE
4.4	ADMIRAL LOOP EAST PLAN/PROFILE
4.5	PHAROAH WAY PLAN/PROFILE
4.6	JUSTIFY WAY PLAN/PROFILE
4.7	CITATION TRAIL PLAN/PROFILE
4.8	OMAHA STREET PLAN/PROFILE
4.9	RED MOUNTAIN DRIVE PLAN/PROFILE
4.10	RED MOUNTAIN DRIVE PLAN/PROFILE
4.11	12" OFFSITE SEWER PLAN/PROFILE
4.12	BOX CULVERT & SEWER CROSSING PLAN/PROFILE
5.0	UTILITY PLAN - WATER, POWER & SEWER
5.1	UTILITY PLAN - WATER, POWER & SEWER
5.2	UTILITY PLAN - WATER, POWER & SEWER
5.3	UTILITY PLAN - WATER, POWER & SEWER
5.4	UTILITY PLAN - GAS, TELEPHONE & CATV
5.5	UTILITY PLAN - GAS, TELEPHONE & CATV
5.6	UTILITY PLAN - GAS, TELEPHONE & CATV
5.7	UTILITY PLAN - GAS, TELEPHONE & CATV
6.0	SIGNING & STRIPING PLAN
7.0	DETAIL SHEET

Know what's **below.**
Call before you dig.

NOTICE:
EXISTING UTILITIES ARE SHOWN ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES. THE ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR SHOWN INCORRECTLY.

PROJECT ENGINEER

THE ENGINEER FOR THIS PROJECT IS:
ROSENBERG ASSOCIATES
CONTACT: ALLEN HALL
352 EAST RIVERSIDE DRIVE, SUITE A2
ST. GEORGE, UTAH 84790
(435) 673-8586

GEOTECHNICAL ENGINEER

THE GEOTECHNICAL ENGINEER FOR THIS PROJECT IS:
AGEC, INC.
CONTACT: WAYNE ROGERS, P.E.
1420 SOUTH 270 EAST
ST. GEORGE, UTAH 84790
(435) 673-6850

OWNER/DEVELOPER CONTACT

THE DEVELOPER FOR THIS PROJECT IS:
14 HANDS LLC
CONTACT: SHAUN SULLIVAN
558 EAST RIVERSIDE DRIVE, SUITE 102
ST. GEORGE, UTAH 84790
(435) 680-2971

GENERAL NOTES

1. THE REFERENCE BENCH MARK FOR THIS PROJECT IS THE CLASS 1 MONUMENT LOCATED IN THE INTERSECTION OF CLARY HILLS DRIVE AND BOYS POND CIRCLE - ELEVATION: 2831.70'
2. ALL WORK AND MATERIALS SHALL MEET THE SANTA CLARA CITY STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION AS APPROVED OCTOBER 12, 2016.
3. A MANDATORY PRE-CONSTRUCTION MEETING WILL BE REQUIRED ON ALL PROJECTS PRIOR TO ANY GRUBBING, GRADING, OR CONSTRUCTION ACTIVITIES. THE PERMIT HOLDER WILL BE REQUIRED TO NOTIFY ALL DEVELOPMENT SERVICES INSPECTORS.
4. PROJECTS SHALL INSTALL AN INFORMATIONAL SIGN ON SITE BEFORE CONSTRUCTION BEGINNING. THIS SIGN WILL HAVE A MINIMUM SIZE, PLACEMENT LOCATION AND CONTENT INFORMATION WITH THE COMPANY NAME, PHONE CONTACT & GRADING PERMIT NUMBER.
5. ALL WORK SHALL BE CONTAINED ON THE SUBJECT SITE ONLY. NO STOCKPILING OR CONSTRUCTION ACTIVITY SHALL OCCUR OFF OF THE APPROVED LOT AREA.
6. THE PROJECT SHALL SUBMIT A DUST CONTROL PLAN WITH DETAILS ON EQUIPMENT, SCHEDULING AND REPORTING OF DUST CONTROL ACTIVITIES. A WATER TRUCK SHALL BE AVAILABLE ON-SITE THROUGHOUT CONSTRUCTION TO CONTROL AIRBORNE PARTICLES.
7. THE CONTRACTOR SHALL PROVIDE PORTABLE RESTROOMS AND A TEMPORARY TRASH ENCLOSURE ON SITE DURING ALL CONSTRUCTION ACTIVITIES.
8. ALL FIELD DESIGN CHANGES SHALL BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.

DATE: 5/24/21
JOB NO.: 4828-18-051
DESIGNED BY: AMH
CHECKED BY: JWB
DWG: Const Dwgs
REVISIONS / DATE

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
www.racivil.com

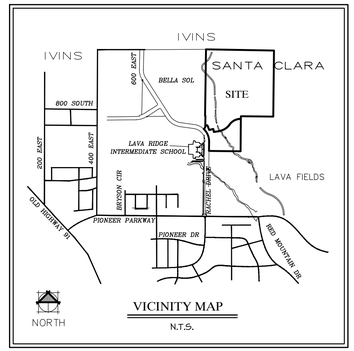
COVER SHEET
FOR
SOLACE @ SANTA CLARA
SANTA CLARA
UTAH

PROFESSIONAL ENGINEER
JARED W. BATES
5/21/21
7888164
STATE OF UTAH

SHEET
1.0
1 OF 31 SHEETS

COLORED PROJECT MAP
SOLACE AT SANTA CLARA
SANTA CLARA, UTAH

LOCATED IN SECTION 34, TOWNSHIP 42 SOUTH, RANGE 16 WEST OF THE SALT LAKE BASE AND MERIDIAN
CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.



VICINITY MAP
N.T.S.

PROJECT DENSITY CALCULATIONS

TOTAL PROJECT AREA = 51.13 ACRES
TOTAL FLOODWAY AREA = 2.00 ACRES
TOTAL DEVELOPABLE AREA = 49.13 ACRES
SINGLE FAMILY AREA = 44.10 ACRES
TOTAL NUMBER OF SINGLE FAMILY LOTS = 128
TOWNHOME AREA = 7.03 ACRES
TOTAL NUMBER OF TOWNHOMES = 56
TOTAL NUMBER OF LOTS/UNITS = 184
TOTAL PROJECT DENSITY = 3.75 UNITS PER ACRE

PROJECT INFORMATION

ZONING - R-1-10/MIXED AND PD GENERAL PLAN - MDR	
TOTAL AREA	51.13 ACRES 2,228,760 SQ. FT.
PROJECT DENSITY	3.75 UNITS PER ACRE
PARCEL NUMBER	SC-6-2-4-3301 SC-6-2-4-3302 SC-6-2-4-4402

PROJECT ENGINEER

ROSENBERG ASSOCIATES
352 EAST RIVERSIDE DRIVE, SUITE A2
ST. GEORGE, UT 84790
CONTACT: ALLEN HALL
(435) 673-8586

PROJECT OWNER/ DEVELOPER

SULLIVAN HOMES
558 EAST RIVERSIDE DRIVE, SUITE 102
ST. GEORGE, UT 84790
CONTACT: SHAUN SULLIVAN
(435) 680-2911

GEOTECHNICAL ENGINEER

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC. (AGEC)
1420 SOUTH 270 EAST
ST. GEORGE, UT 84790
CONTACT: WAYNE ROGERS
(435) 673-6850

0 80' 160'
SCALE: 1"=80'

DATE: 12/2/20
JOB NO.: 4828-18-051
DESIGNED BY: AMH
CHECKED BY:
DWG: Site Plan
DATE
REVISIONS

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
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COLORED PROJECT MAP
FOR
SOLACE @ SANTA CLARA
SANTA CLARA
UTAH

SHEET
1
1 OF 1 SHEETS

ROSENBERG ASSOCIATES™
CIVIL ENGINEERS LAND SURVEYORS

Solace at Santa Clara Townhome Parcel Zone Change

Beginning at a point on the easterly line of Bella Sol at Santa Clara Phase 1, said point being South 00°37'37" West 166.15 feet along the section line and West 36.38 feet from the Corner common with Section 4,5,8 & 9 , Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence South 89°14'02" East 41.05 feet;
thence South 22°39'36" East 95.25 feet;
thence North 77°36'44" East 81.55 feet;
thence South 12°23'16" East 60.00 feet;
thence East 27.55 feet along an arc of a 390.00 foot radius curve to the right (center bears South 12°23'16" East, long chord bears North 79°38'09" East 27.54 feet with a central angle of 04°02'51");
thence North 81°39'35" East 68.19 feet;
thence Northeast 262.41 feet along an arc of a 330.00 foot radius curve to the left (center bears North 08°20'25" West, long chord bears North 58°52'45" East 255.55 feet with a central angle of 45°33'39");
thence Northeast 257.19 feet along an arc of a 270.00 foot radius curve to the right (center bears South 53°54'05" East, long chord bears North 63°23'14" East 247.57 feet with a central angle of 54°34'37");
thence South 89°19'28" East 0.07 feet
thence South 89°14'02" East 41.05 feet;
thence South 22°39'36" East 95.25 feet;
thence North 77°36'44" East 81.55 feet;
thence East 99.99 feet along an arc of a 1,275.37 feet radius curve to the right (center bears South 11°13'47" East, long chord bears North 81°00'59" East 99.96 feet with a central angle of 04°29'31");
thence Northeast 214.70 feet along an arc of a 270.00 feet radius curve to the left (center bears North 08°20'26" West, long chord bears North 58°52'45" East 209.09 feet with a central angle of 45°33'39");
thence Northeast 314.34 feet along an arc of a 330.00 feet radius curve to the right (center bears South 53°54'05" East, long chord bears North 63°23'14" East 302.59 feet with a central angle of 54°34'37");
thence South 01°16'54" West 5.25 feet;
thence South 00°32'49" West 696.66 feet to and along the easterly line of Lot 5, Block 28, ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY, according to the official plat thereof, on file in the office of the Recorder of Washington County, State of Utah;
thence North 89°11'13" West 625.05 feet along the southerly line of said Lot 5;
thence North 00°41'33" East 181.09 feet;
thence Northwest 282.14 feet along an arc of a 340.00 foot radius curve to the left (center bears North 89°18'27" West, long chord bears North 23°04'47" West 274.11 feet with a central angle of 47°32'42") to the southerly corner of said Bella Sol at Santa Clara Phase 1;
thence northerly the following (3) courses along said easterly line of Bella Sol at Santa Clara Phase 1;
thence North 47°42'08" East 22.99 feet;
thence Northeast 35.28 feet along an arc of a 43.00 foot radius curve to the left (center bears North 42°17'52" West, long chord bears North 24°11'51" East 34.30 feet with a central angle of 47°00'35");
thence North 00°41'33" East 24.72 feet to the Point of Beginning.

Containing 355,308 square feet or 8.16 acres.

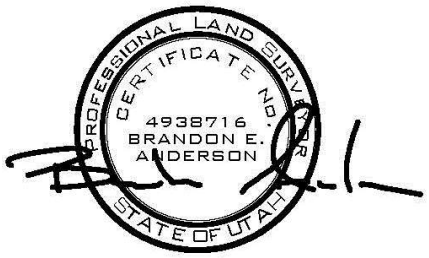
ROSENBERG ASSOCIATES™
CIVIL ENGINEERS LAND SURVEYORS

Solace at Santa Clara Residential Parcel Zone Change

Beginning at a point on the easterly line of Bella Sol at Santa Clara Phase 1, said point being South 00°37'37" West 166.15 feet along the section line and West 36.38 feet from the Corner common with Section 4,5,8 & 9 , Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence northerly the following (3) courses along the easterly boundary of Bella Sol at Santa Clara Phases 1, 3, 5 & 8 respectively;
thence North 00°41'33" East 190.01 feet;
thence South 89°26'54" West 6.36 feet;
thence North 00°45'58" East 1,319.46 feet to the southerly line of Padre Canyon Estates;
thence North 89°39'09" East 42.59 feet along said southerly line of said Padre Canyon Estates to the northwest corner of Block 28, ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY, according to the official plat thereof, on file in the office of the Recorder of Washington County, State of Utah;
thence South 88°55'47" East 1,305.22 feet along the northerly line to the northeast corner of said Block 27;
thence South 00°34'46" West 1,309.77 feet along the easterly line to the southeast corner of said Block 27;
thence North 89°19'28" West 642.42 feet along the southerly line of said Block 27;
thence North 01°16'54" East 5.25 feet;
thence Southwest 314.34 feet along an arc of a 330.00 foot radius curve to the left (center bears South 00°40'32" West, long chord bears South 63°23'14" West 302.59 feet with a central angle of 54°34'37");
thence Southwest 214.70 feet along an arc of a 270.00 foot radius curve to the right (center bears North 53°54'05" West, long chord bears South 58°52'45" West 209.09 feet with a central angle of 45°33'39");
thence West 99.99 feet along an arc of a 1,275.37 foot radius curve to the left (center bears South 06°44'16" East, long chord bears South 81°00'59" West 99.96 feet with a central angle of 04°29'31");
thence South 77°36'44" West 81.55 feet;
thence North 22°39'36" West 95.25 feet;
thence North 89°14'02" West 41.05 feet to the Point of Beginning.

Containing 1,882,764 square feet or 43.22 acres.



December 2, 2020

SOLACE - TOWN HOMES

SOLACE SUBDIVISION, SANTA CLARA, UTAH



CONTENTS

CS	COVER SHEET
A1	BUILDING RENDERINGS
A2 - A3	FLOOR PLAN
A4 - A5	DIMENSION PLAN
A6	ROOF PLAN
A7	EXTERIOR ELEVATIONS
A8	EXTERIOR ELEVATIONS
A9 - A10	ELECTRICAL PLAN
A11- A12	PLUMBING AND MECHANICAL PLAN
SP	SITE PLAN

STRUCTURAL SHEETS

S1	FOUNDATION PLAN
S2	FRAMING PLAN
S3	SHEAR WALL PLAN
SD1	STRUCTURAL DETAILS

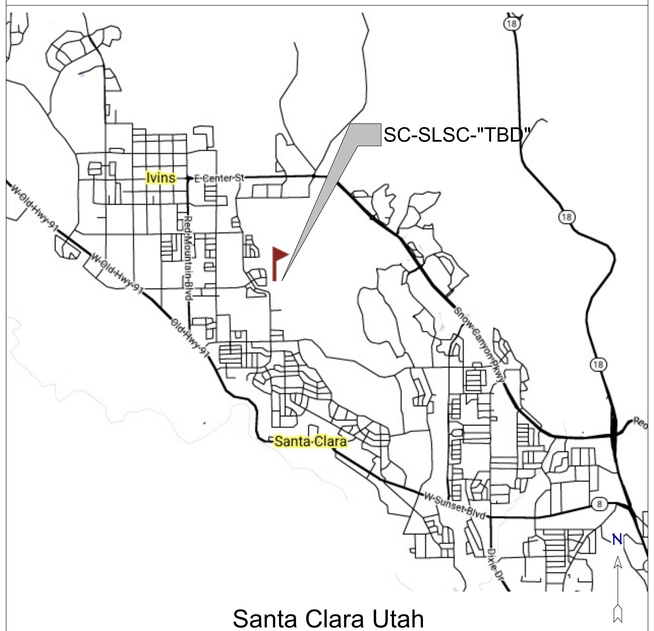
BUILDING AND ZONING SUMMARY

DEPARTMENT	CITY OF SANTA CLARA	
PARCEL	TBD	
ZONING	PDR - PLANNED DEVELOPMENT RES.	
LOT AREA	PER PLAT	
LOT WIDTH	25.00' EACH UNIT	
FRONTAGE	25.00' EACH UNIT	
SETBACKS	PER PLAT	
BLDG. HEIGHT	25'-0"	
BUILDING SIZE (EACH UNIT)	LIVING	1,820 SF
	MAIN LEVEL LIVING	734 SF
	UPPER LEVEL LIVING	1,086 SF
	GARAGE	413 SF
	PORCH	34 SF
	BALCONY	154 SF

DESIGN CRITERA

2021	INTERNATIONAL RESIDENTIAL CODE
2021	INTERNATIONAL FIRE CODE
2021	INTERNATIONAL MECHANICAL CODE
2021	INTERNATIONAL PLUMBING CODE
2020	NATIONAL ELECTRICAL CODE
2021	INTERNATIONAL ENERGY CONST. CODE

PROJECT LOCATION



Santa Clara Utah

CONTRACTOR

NEW WAVE CONSTRUCTION

Email: josh@newwaveconstruction.com
Phone: (435) 313-8246

SAPP DESIGN & ENGINEERING
(307) 202-0960 (307) 202-3151

SHEET TITLE: COVER SHEET

PROJECT: NEW WAVE CONSTRUCTION
SOLACE - TOWN HOMES
SANTA CLARA, UTAH

DATE: 11/22/24

SCALE: NTS

SHEET: CS









BUILDING RENDERINGS

SAPP
DESIGN & ENGINEERING
(307) 202-0960 (307) 202-3151

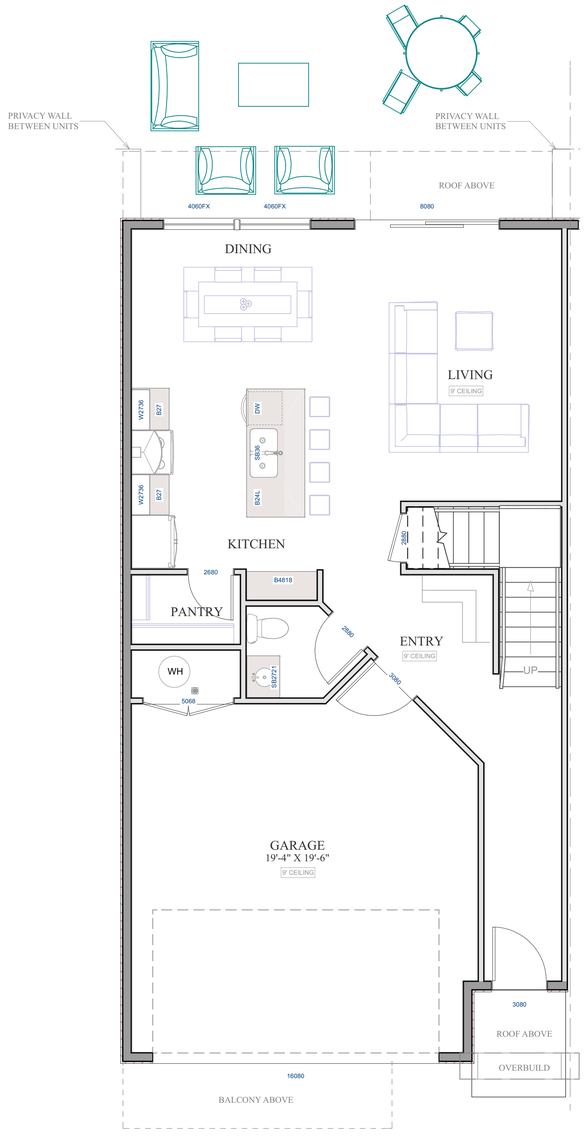
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BUILDING RENDERINGS

PROJECT:
NEW WAVE CONSTRUCTION
SOLACE - TOWN HOMES
SANTA CLARA, UTAH

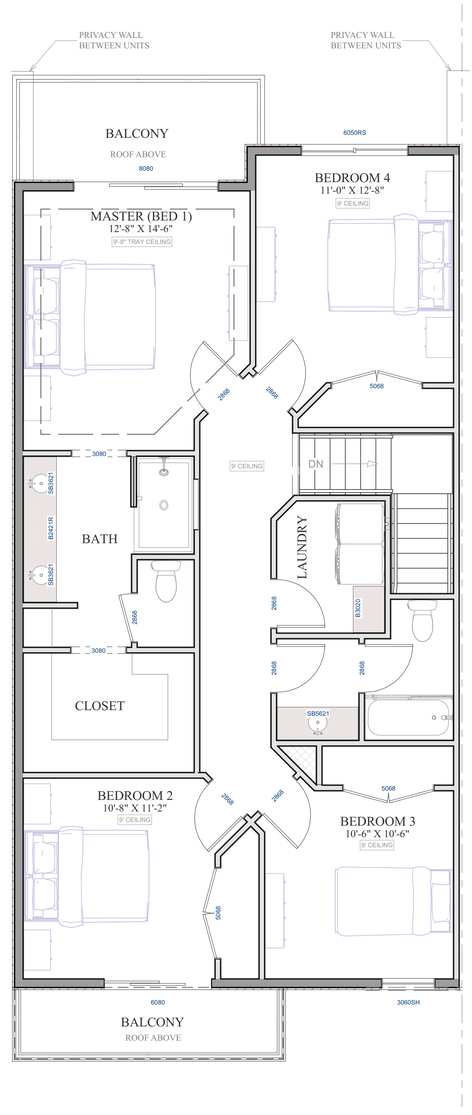
DATE:
11/22/24

SCALE:
NTS

SHEET:
A0



MAIN LEVEL



UPPER LEVEL

FLOOR PLAN

SCALE : 1/4" = 1'

SAPP
DESIGN & ENGINEERING
(307) 202-0960 (307) 202-3151

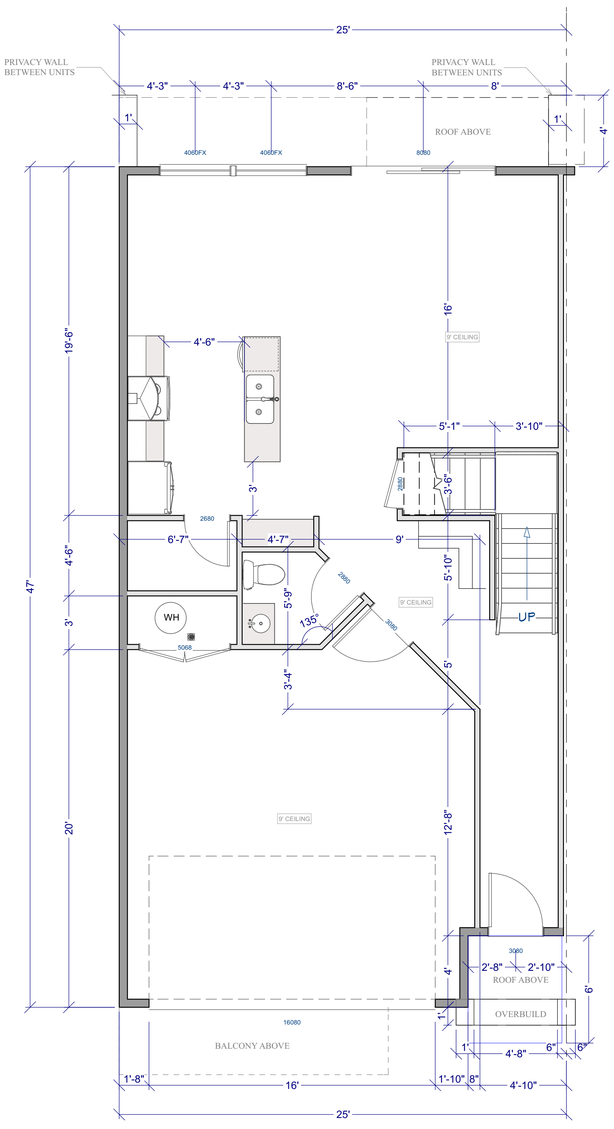
SHEET TITLE: FLOOR PLAN

PROJECT:
NEW WAVE CONSTRUCTION
SOLACE - TOWN HOMES
SANTA CLARA, UTAH

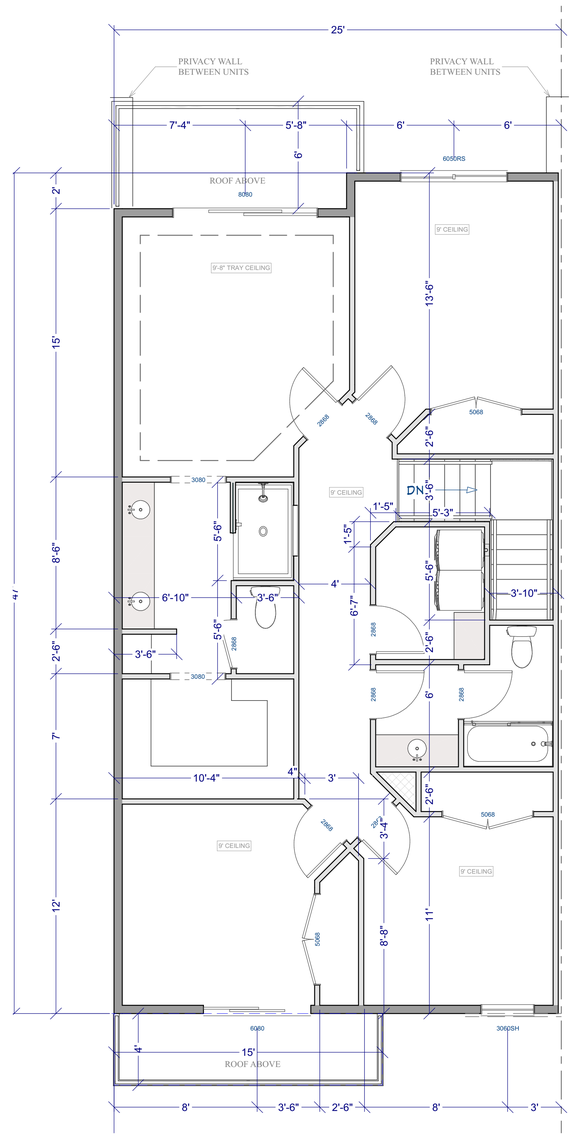
DATE: 11/22/24

SCALE: 1/4"=1'

SHEET: A1



MAIN LEVEL



UPPER LEVEL

DIMENSION PLAN

SCALE : 1/4" = 1'

SAPP
DESIGN & ENGINEERING
(307) 202-0960 (307) 202-3151

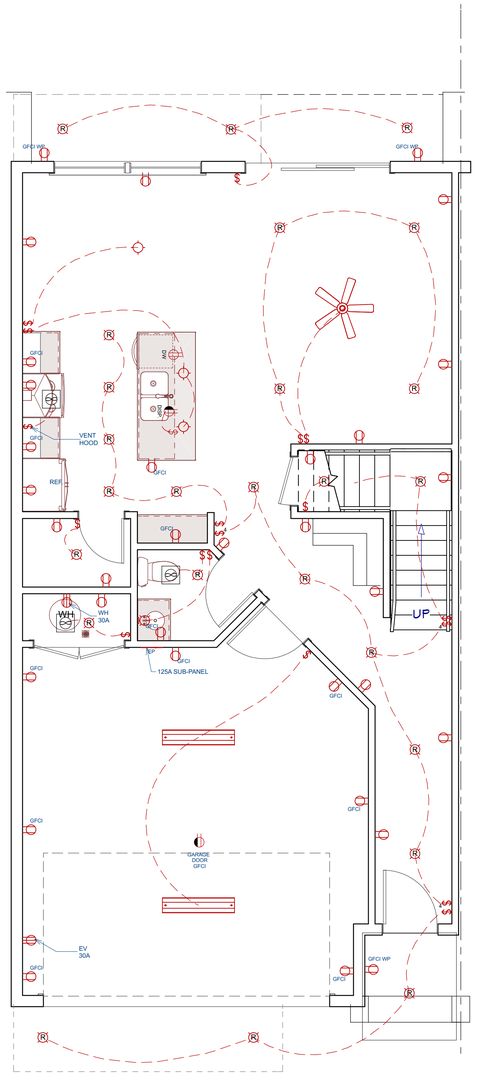
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PROJECT: **NEW WAVE CONSTRUCTION**
SOLACE - TOWN HOMES
SANTA CLARA, UTAH

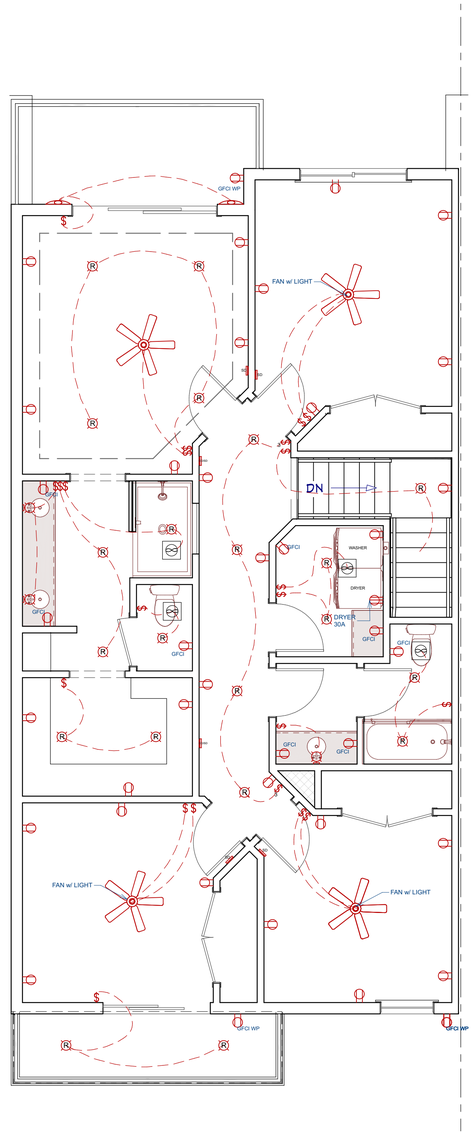
DATE: **11/22/24**

SCALE: **3/16"=1'**

SHEET: **A2**



MAIN LEVEL



UPPER LEVEL

ELECTRICAL NOTES:

A. PERMANENTLY WIRED SMOKE DETECTORS ARE REQUIRED AND MUST BE INSTALLED IN EACH SLEEPING ROOM AND AT A POINT CENTRALLY LOCATED IN THE CORRIDOR OR AREA GIVING ACCESS TO EACH SEPARATE SLEEPING AREA. WHEN THE DWELLING UNIT HAS MORE THAN ONE STORY AND IN DWELLINGS WITH BASEMENTS, A DETECTOR SHALL BE INSTALLED ON EACH STORY AND IN BASEMENT. IN DWELLING UNITS WHERE A STORY OR BASEMENT IS SPLIT INTO TWO OR MORE LEVELS, THE DETECTOR SHALL BE INSTALLED ON THE UPPER LEVEL, EXCEPT THAT WHEN THE LOWER LEVEL CONTAINS A SLEEPING AREA, A DETECTOR SHALL BE INSTALLED ON EACH LEVEL. WHEN SLEEPING ROOMS ARE ON AN UPPER LEVEL, THE DETECTOR SHALL BE PLACES AT THE CEILING OF THE UPPER LEVEL IN CLOSE PROXIMITY TO THE STAIRWAY. IN DWELLINGS WHERE THE CEILING HEIGHT OF A ROOM OPEN TO THE HALLWAY SERVING THE BEDROOMS EXCEEDS THAT OF THE HALLWAY BY 24" OR MORE, SMOKE DETECTORS SHALL BE INSTALLED IN THE HALLWAY AND IN THE ADJACENT ROOM. DETECTORS SHALL SOUND AN ALARM AUDIBLE IN ALL SLEEPING AREAS OF THE DWELLING UNIT IN WHICH THEY ARE LOCATED. DETECTORS MUST HAVE BATTERY BACKUP AND MUST EMIT A SIGNAL WHEN THE BATTERIES ARE LOW. DETECTORS MUST BE WIRED IN SERIES.

B. BATHROOM AND UTILITY ROOM FANS SHALL BE CAPABLE OR 8 AIR CHANGES PER HOUR.

C. INCANDESCENT CLOSET LIGHTING SHALL BE 12" MINIMUM FROM COMBUSTIBLES MEASURED HORIZONTALLY. 6" HORIZONTAL IS PERMITTED FOR FLUSH FIXTURES AND FLUORESCENT FIXTURES.

D. GROUND FAULT CIRCUIT PROTECTION REQUIRED FOR ALL 110 VOLT, SINGLE PHASE 15 AND 20 AMPERE RECEPTACLES INSTALLED IN BATHROOMS, LAUNDRY ROOMS, UTILITY ROOM, GARAGES, AND OUTDOORS WHERE THERE IS DIRECT GRADE-LEVEL ACCESS TO DWELLING AND POWER POLES. GFCI ALSO REQUIRED WITHIN 6'-0" OF KITCHEN SINK FOR COUNTER RECEPTACLES. GARAGE OUTLETS MUST BE A MINIMUM OF 18" ABOVE FLOOR & BE GFCI - NO EXCEPTIONS.

E. GAS VENTS AND NONCOMBUSTIBLE PIPING IN WALLS PASSING THROUGH THREE FLOORS OR LESS SHALL BE EFFECTIVELY DRAFT-STOPPED AT EACH FLOOR OR CEILING.

F. ALL INCANDESCENT LIGHTING FIXTURES RECESSED INTO INSULATED AREAS SHALL BE APPROVED FOR ZERO-CLEARANCE INSULATION COVER (I.C.) PER THE CURRENT MANDATORY ENERGY REQUIREMENTS.

G. CONDUIT FOR METER BASE SERVICE ENTRANCE SHALL BE ANCHORED TO FOUNDATION WITH UNI-STRUT AND CONDUIT CLAMPS (POWER ACTUATED FASTENERS ARE NOT ACCEPTABLE).

H. PLASTIC ELECTRICAL BOXES IN GARAGE FIRE WALLS SHALL BE A MINIMUM 2 HOUR LISTING.

I. ALL LIGHTS, SMOKE DETECTORS, BEDROOM OUTLETS & SWITCHES SHALL BE ARC FAULT PROTECTED AND OUTDOOR RECEPTACLES TO HAVE BUBBLE COVER.

J. PERMANENTLY WIRED CARBON MONOXIDE DETECTORS ARE REQUIRED ON EACH FLOOR WIRED IN SERIES WITH SMOKE DETECTORS AND BATTERY BACK UP (PER CITY).

K. ARC-FAULT INTERRUPTERS ON ALL BEDROOM, KITCHENS & LAUNDRY ROOM CIRCUITS.

L. ALL 15A, 20A & 125V RECEPTACLES TO BE TAMPER RESISTANT.

M. A MINIMUM OF 50% OF THE LAMPS IN PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL BE HIGH EFFICIENCY LAMPS.

N. LIGHTING TO MEET IECC CODES. AT LEAST 75% OF LAMPS IN PERMANENT LIGHT FIXTURES MUST BE HIGH-EFFICIENCY.

ELECTRICAL LEGEND

	110 DUPLEX OUTLET
	110 SWITCHED OUTLET
	220 OUTLET
	LIGHT FIXTURE
R	RECESSED LIGHT
$	SWITCH
$DM	DIMMER SWITCH
	PHONE JACK
TV	TV OUTLET
SD	SMOKE ALARM
EXH	EXHAUST FAN
GAS	GAS OUTLET
	DOOR BELL
CO/SD	CARBON MONOXIDE DET.
INT	INTERNET CONNECTION
	WALL SCONCE

NOTES:

1. ALL OUTDOOR RECEPTACLES TO HAVE "WEATHER PROOF IN USE" COVERS

2. FLASH BEHIND METER PROVIDE (2) UNI-STRUTS ON SERVICE RISER CORROSION RESISTANT TAPE @ SERVICE RISER

PROVIDE AN INTERSYSTEM BONDING TERMINATION @ SERVICE PANEL ALL EXTERIOR APPLIANCES MUST BE 3" MIN. ABOVE FINISH GRADE & ON A CONCRETE PAD

3. INCANDESCENT FIXTURES IN CLOSETS SHALL BE A MIN. OF 12" FROM ANY SHELF EDGE MEASURED HORIZONTALLY (6" FOR FLUORESCENT FIXTURES). THE DIMENSION FOR SHELVES LESS THAN 12" WIDE WILL BE 24" FROM THE WALL

4. A MIN. OF (2) 20-AMPERE SMALL-APPLIANCE BRANCH CIRCUITS SHALL SERVE ALL WALL & FLOOR RECEPTACLE OUTLETS

5. ALL JETTED TUBS TO BE GFCI PROTECTED AND CIRCUITS SIZED AS PER TUB MANUF. SPECS.

6. FIXTURES LOCATED WITHIN 3' HORIZONTALLY OR 8' VERTICALLY OF TUBS OR SHOWERS MUST BE RATED FOR WET OR DAMP LOCATIONS

7. ADD 3 LUG BONDING TERMINAL AT SERVICE FOR COMMUNICATIONS SYSTEMS

8. A 125-VOLT SINGLE-PHASE, 15 OR 20 AMPERE RATED GFCI RECEPTACLE OUTLET SHALL BE INSTALLED WITHIN 25' OF MECHANICAL EQUIPMENT AND NOT BE CONNECTED TO THE LOAD SIDE OF THE DISCONNECTING MEANS

9. ALL GARAGE OUTLETS TO BE ON THEIR OWN CIRCUIT

ELECTRICAL PLAN

SCALE : 1/4" = 1'

SAPP DESIGN & ENGINEERING
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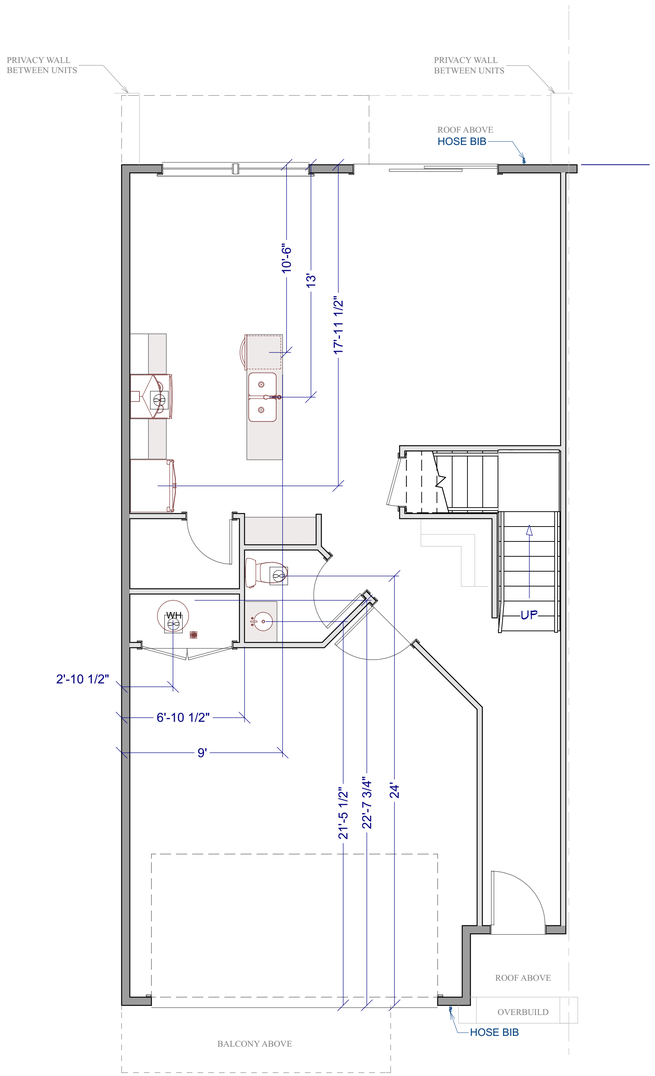
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PROJECT: NEW WAVE CONSTRUCTION
SOLACE - TOWN HOMES
SANTA CLARA, UTAH

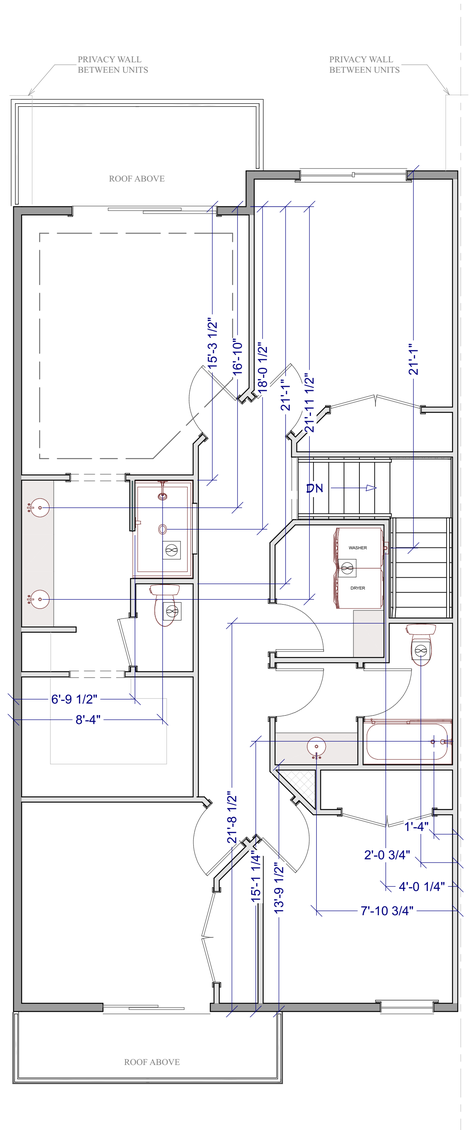
DATE: 11/22/24

SCALE: 3/16"=1'

SHEET: A3



MAIN LEVEL



UPPER LEVEL

PLUMBING AND MECHANICAL

SCALE : 1/4" = 1'

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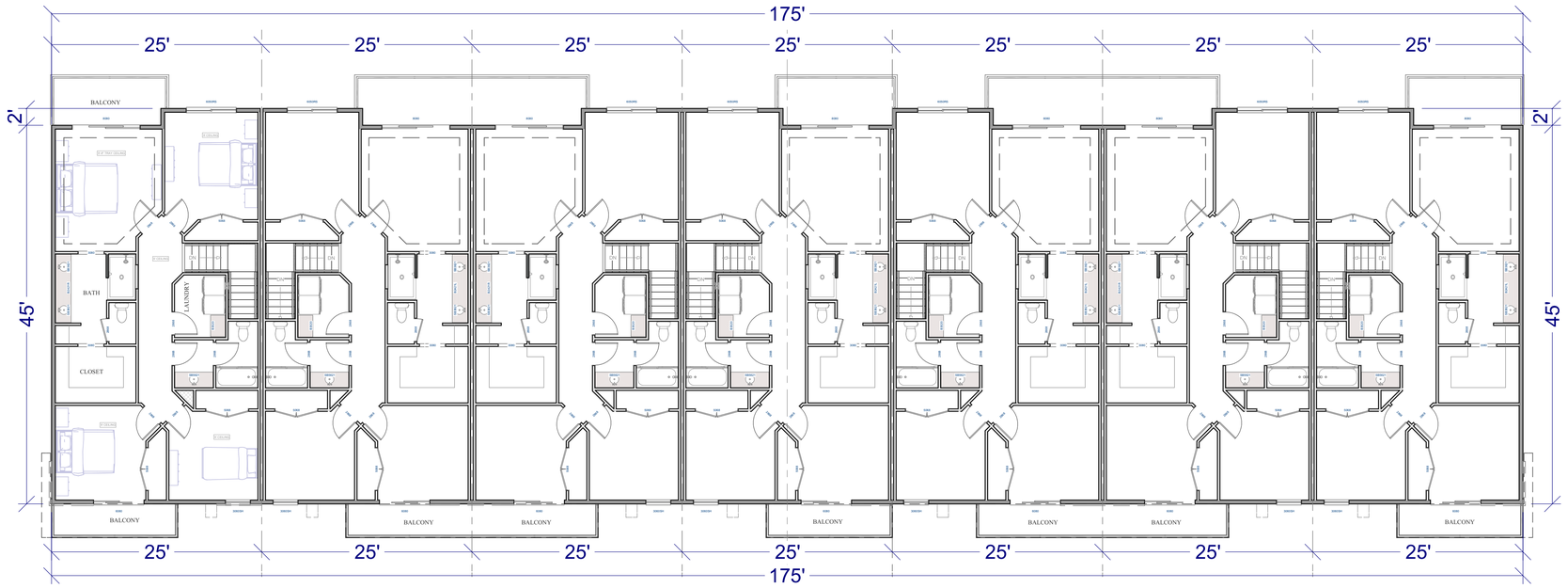
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PROJECT: NEW WAVE CONSTRUCTION
SOLACE - TOWN HOMES
SANTA CLARA, UTAH

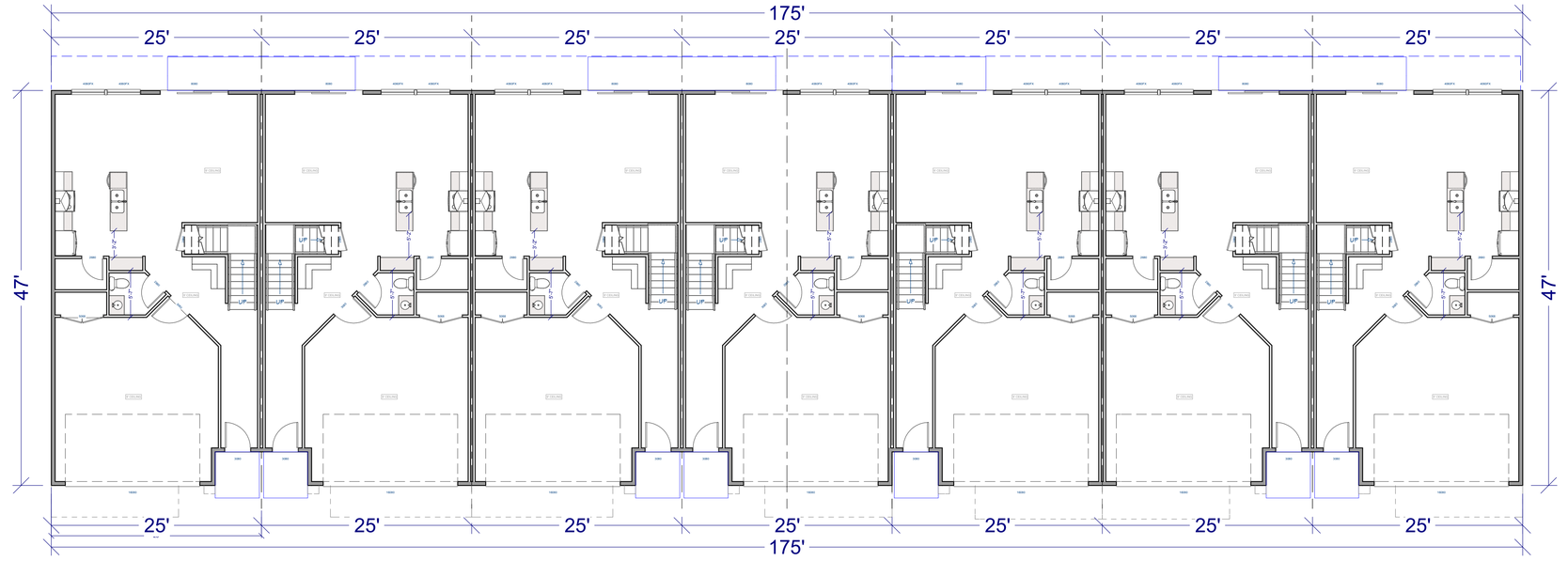
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SCALE: 3/16"=1'

SHEET: A4



UPPER LEVEL



MAIN LEVEL

BUILDING DIMENSIONS

SCALE : 1/8" = 1'

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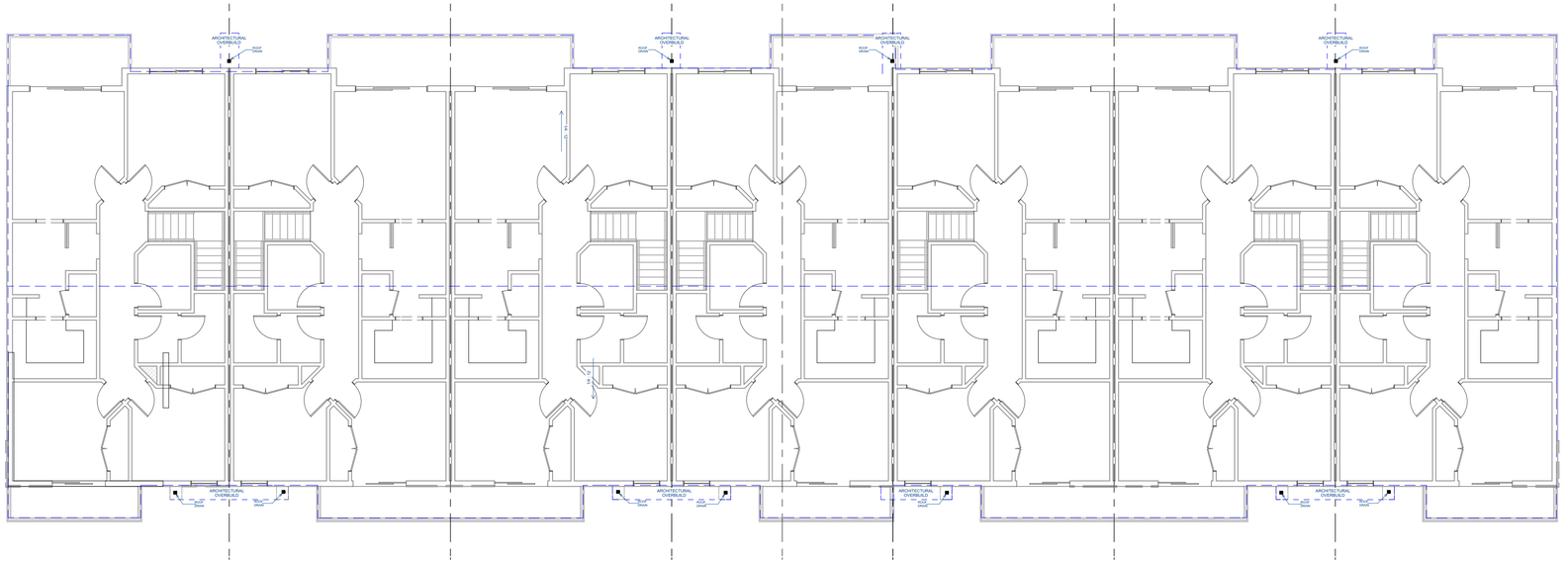
SHEET TITLE: BUILDING DIMENSIONS

PROJECT: NEW WAVE CONSTRUCTION
SOLACE - TOWN HOMES
SANTA CLARA, UTAH

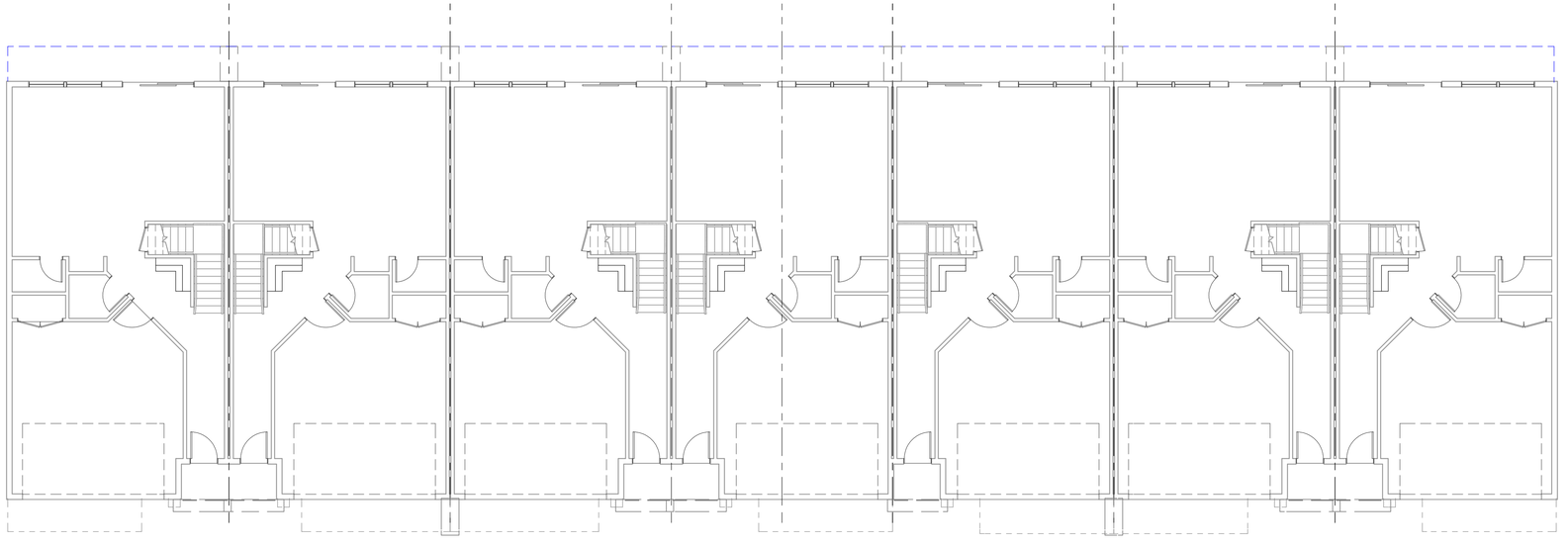
DATE: 11/22/24

SCALE: 3/16"=1'

SHEET: A5



UPPER LEVEL



MAIN LEVEL

ROOF PLAN

SCALE : 3/16" = 1'

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SHEET TITLE: ROOF PLAN

PROJECT:
NEW WAVE CONSTRUCTION
SOLACE - TOWN HOMES
SANTA CLARA, UTAH

DATE: 11/22/24

SCALE: 3/16"=1'

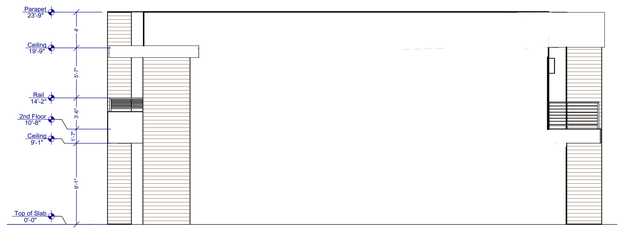
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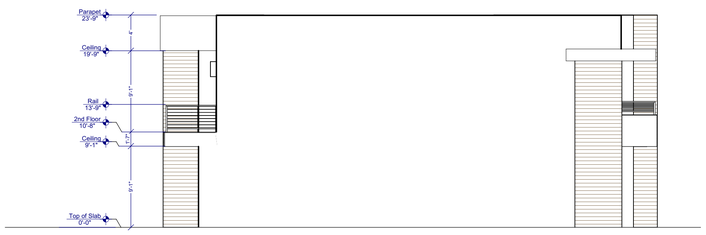
FRONT ELEVATION



REAR ELEVATION



RIGHT ELEVATION



LEFT ELEVATION

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SHEET TITLE:
BUILDING ELEVATIONS

PROJECT:
NEW WAVE CONSTRUCTION
SOLACE - TOWN HOMES
SANTA CLARA, UTAH

DATE:
11/22/24

SCALE:
1/8"=1'

SHEET:
A7

DESIGN NOTES:

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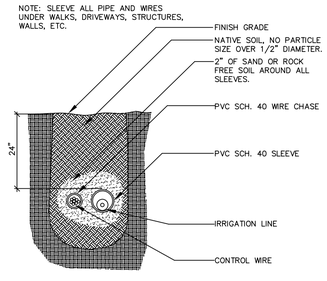
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ROCK MULCH NOTE:

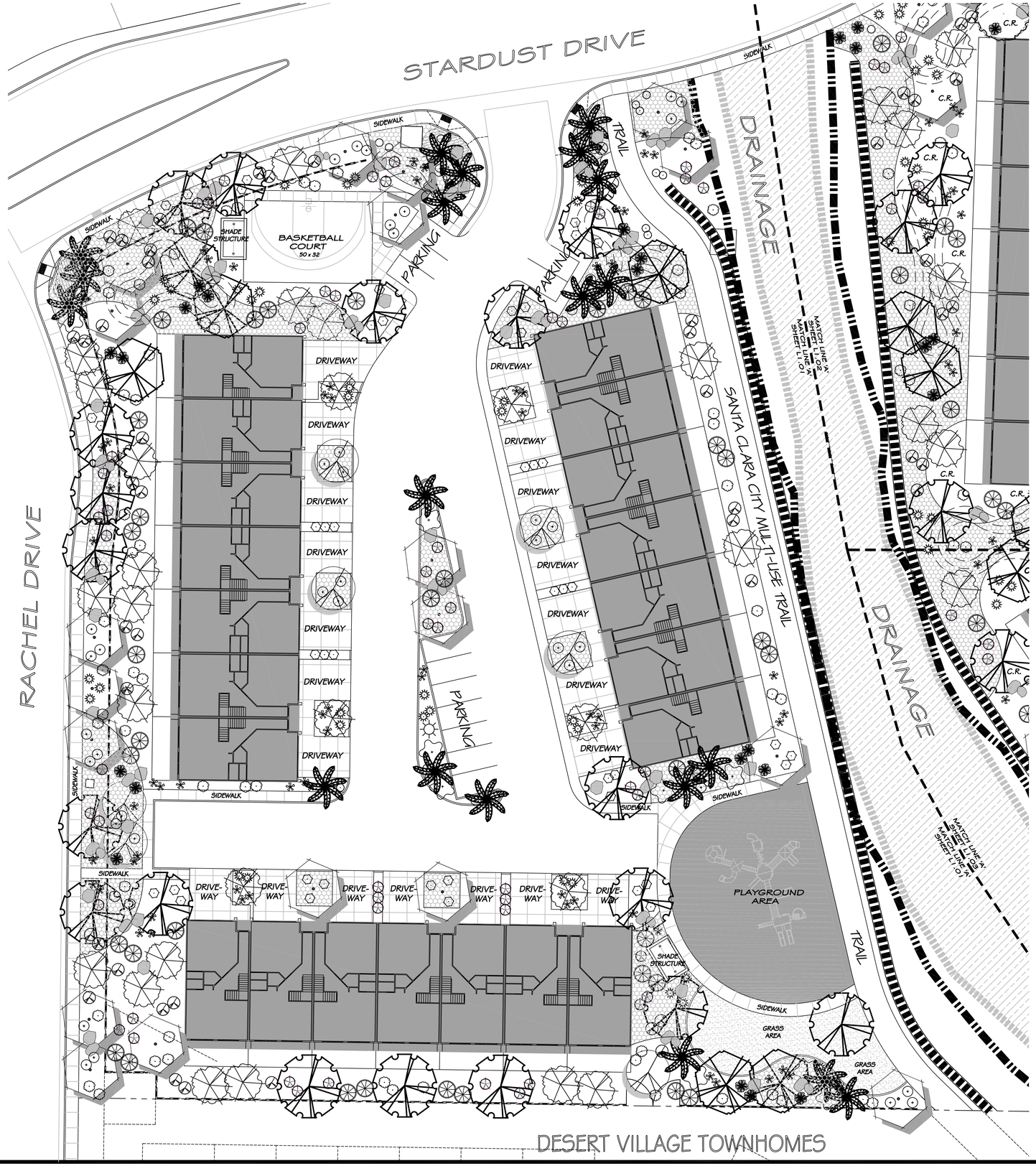
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SLEEVE SECTION



PLANT LEGEND

SYMBOL	BOTANICAL / COMMON NAME
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	WASHINGTONIA FILIFERA CALIFORNIA FAN PALM
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	CHAMAEROPS HUMILIS MEDITERRANEAN FAN PALM
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	ILEX VOMITORIA DWARF DWARF YAUPON HOLLY
	ABELIA GRANDIFLORA PINK ABELIA
	RHAPHIOLIPIS INDICA DWARF PINKIE HAWTHORN
	DASYLIRION WHEELERI GREEN/GRAY DESERT SPOON
	MUHLENBERGIA CAPILLARIS 'REGAL MIST' REGAL MIST GRASS
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	AGAVE PARYII PARRYS AGAVE

MATERIAL LEGEND

SYMBOL	BOTANICAL / COMMON NAME
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	2"-4" LAVA ROCK
	LANTANA CAMARA LANTANA
	LANDSCAPE MOUNDING 1'-0" CONTOUR INTERVALS

0 20'-0" 40'-0" 60'-0"

SCALE: 1" - 20'-0"

STATE OF UTAH
Cody R. Schmitt
7194969-5301
Exp. 5/31/26
LICENSED LANDSCAPE ARCHITECT

REVISIONS:

SOLACE TOWNHOMES
SANTA CLARA UTAH

CSLA
Cody Schmitt
LANDSCAPE ARCHITECT

CONSULTANTS:

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PROJECT:
SOLACE TOWNHOMES

SHEET CONTENTS:
PLANTING PLAN

DATE:
11/28/2024
JOB NO.:
11282024

SHEET:
L1.01

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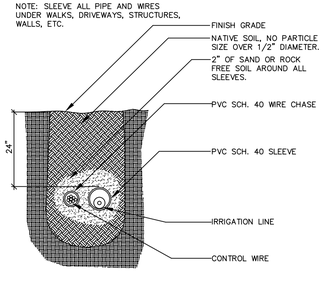
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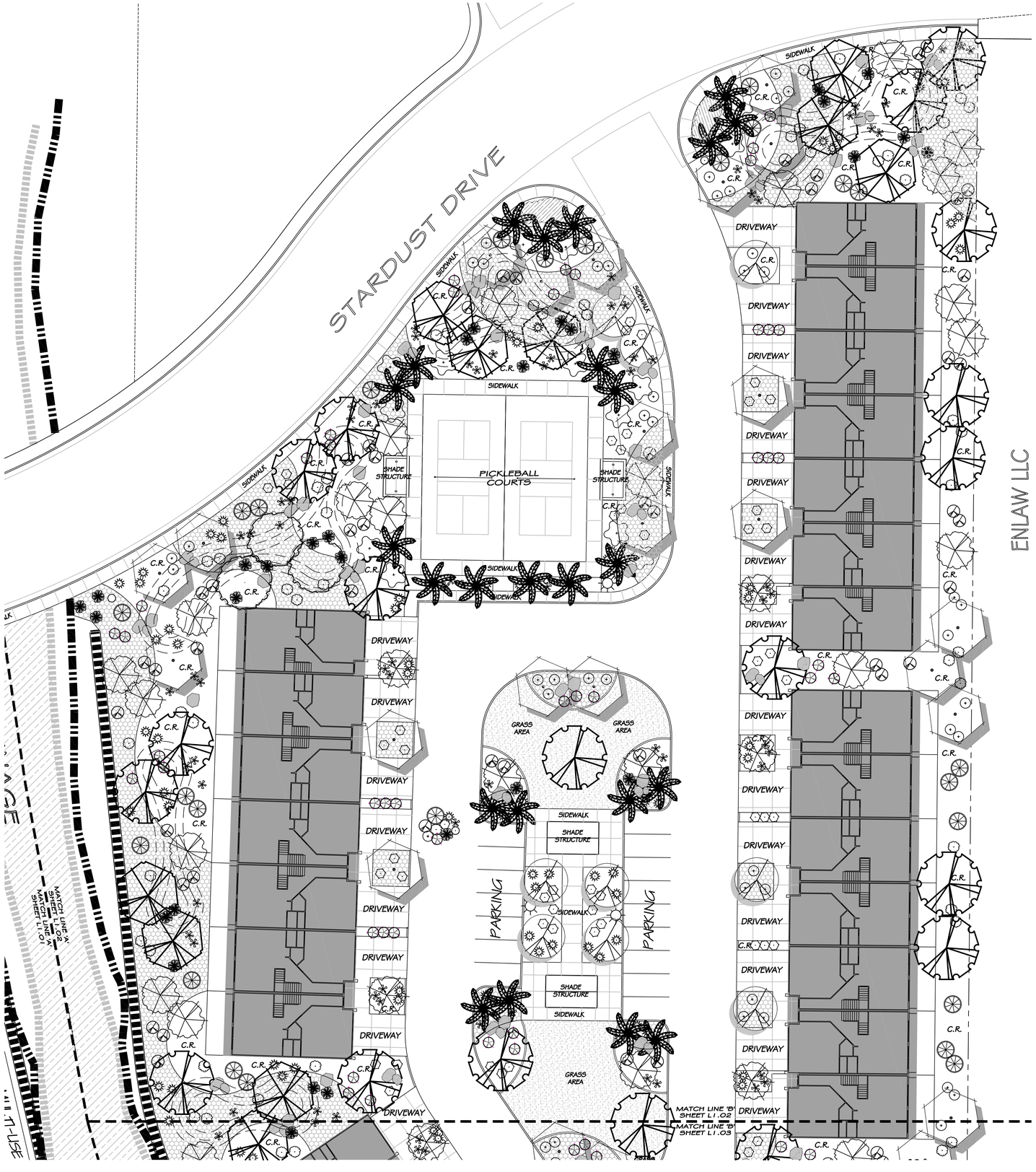
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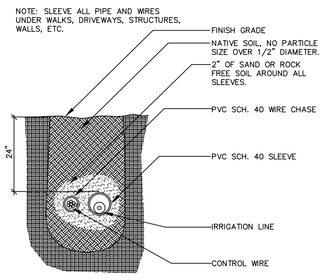
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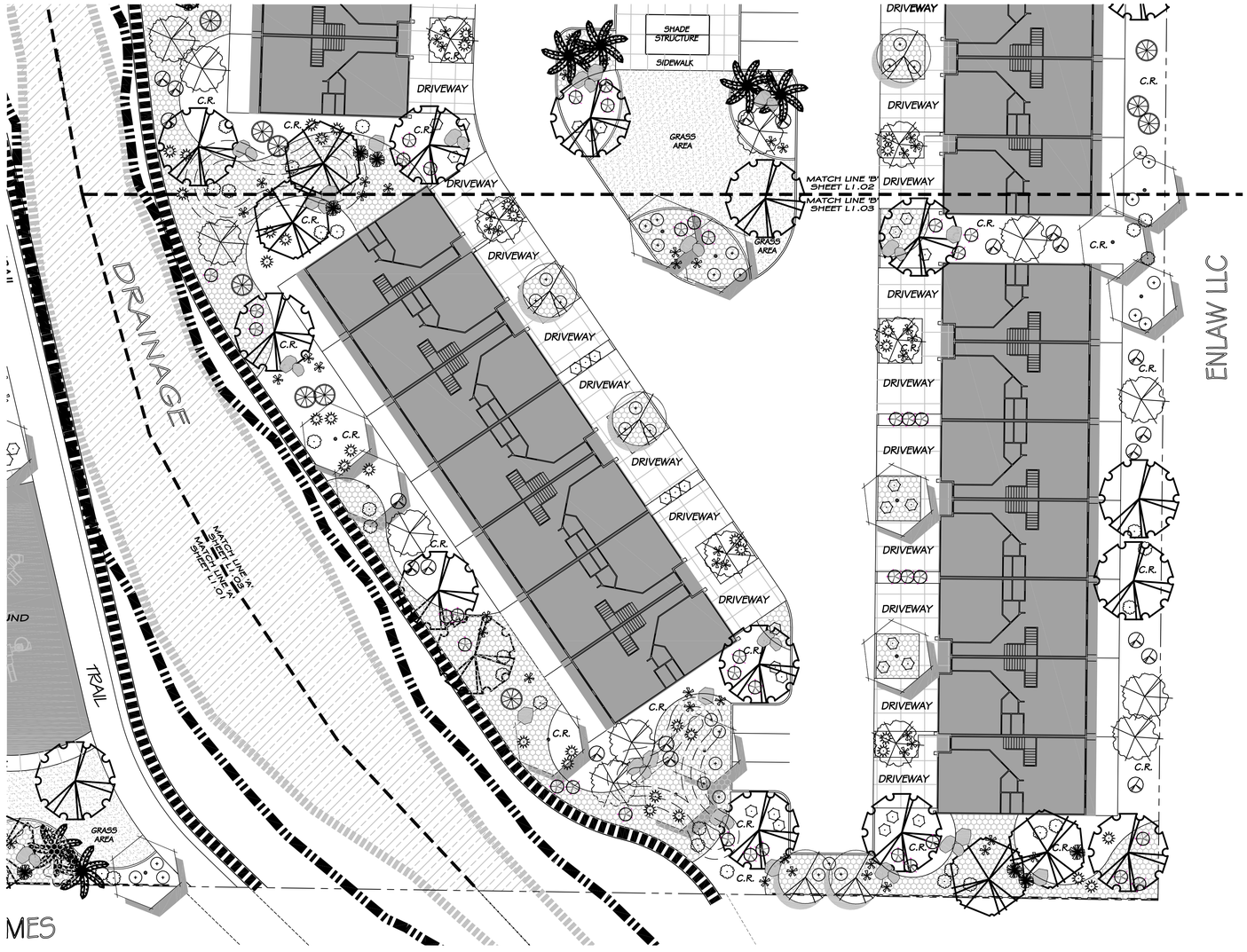
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SLEEVE SECTION



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	LEUCOPHYLLUM 'RIO BRAVO' RIO BRAVO TEXAS RANGER
	ILEX VOMITORIA DWARF DWARF YAUPON HOLLY
	ABELIA GRANDIFLORA PINK ABELIA
	RHAPHIOLIPIS INDICA DWARF PINKIE HAWTHORN
	DASYLIRION WHEELERI GREEN/GRAY DESERT SPOON
	MUHLENBERGIA CAPILLARIS 'REGAL MIST' REGAL MIST GRASS
	HESPERALOE PARVIFLORA RED YUCCA
	AGAVE PARYII PARRYS AGAVE

MATERIAL LEGEND

SYMBOL	BOTANICAL / COMMON NAME
	LANDSCAPE BOULDERS VARY IN SIZE: 50% - 4' X 4' 50% - 3' X 3'
	6" CONCRETE MOWCURB
	2"-4" LAVA ROCK
	LANTANA CAMARA LANTANA
	LANDSCAPE MOUNDING 1'-0" CONTOUR INTERVALS

0 20'-0" 40'-0" 60'-0"

SCALE: 1" - 20'-0"

STATE OF UTAH
Cody R. Schmitt
7194969-5301
Exp. 5/31/26
LICENSED LANDSCAPE ARCHITECT

REVISIONS:

SOLACE TOWNHOMES
UTAH
SANTA CLARA

CSLA
Cody Schmitt
LANDSCAPE ARCHITECT

CONSULTANTS:

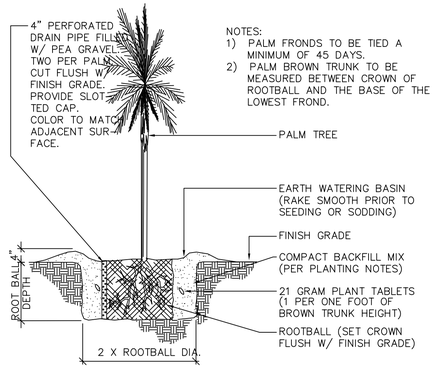
811
Know what's below. Call before you dig

PROJECT:
SOLACE TOWNHOMES

SHEET CONTENTS:
PLANTING PLAN

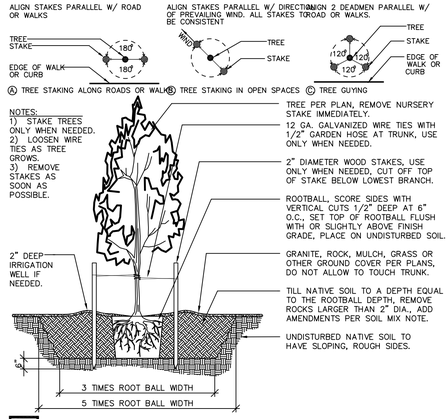
DATE:
11/28/2024
JOB NO.:
11282024

SHEET:
L1.03

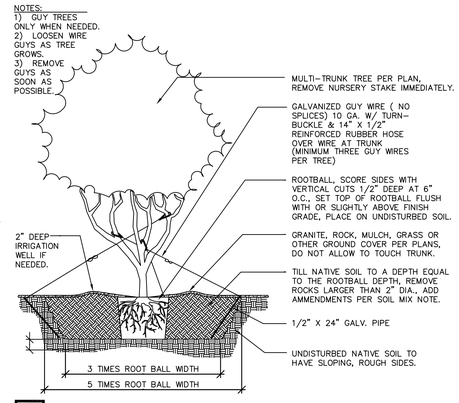


NOTES:
1) PALM FRONDS TO BE TIED A MINIMUM OF 45 DAYS.
2) PALM BROWN TRUNK TO BE MEASURED BETWEEN CROWN OF ROOTBALL AND THE BASE OF THE LOWEST FROND.

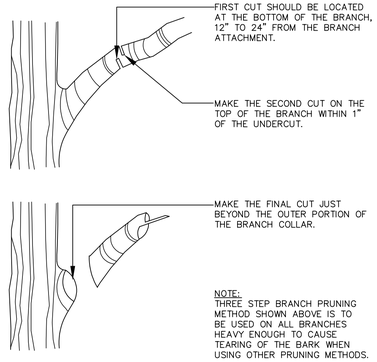
A PALM PLANTING DETAIL



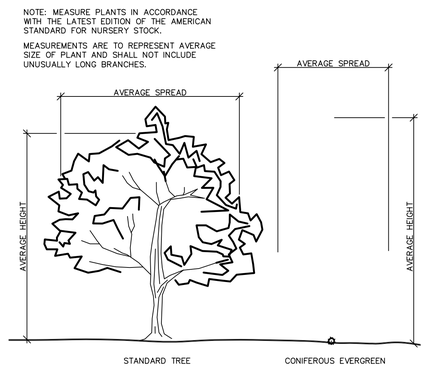
B TREE PLANTING DETAIL



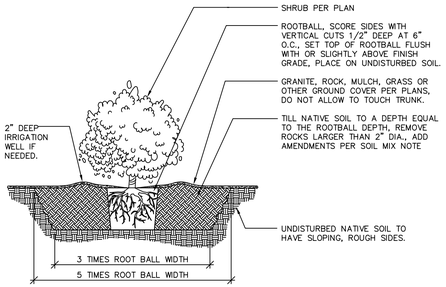
C MULTI-TRUNK PLANTING DETAIL



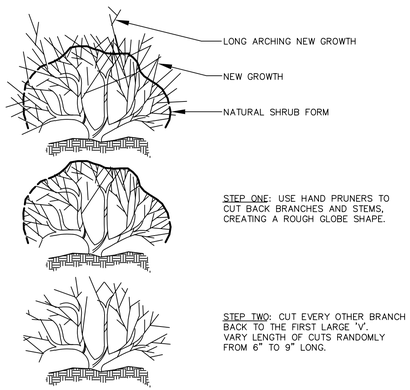
D TREE BRANCH PRUNING DETAIL



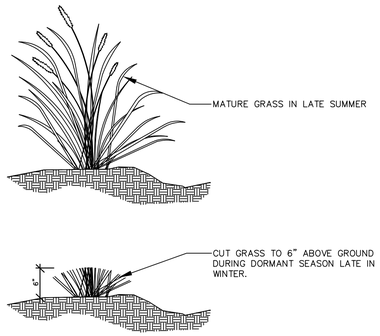
E PLANT MEASUREMENT DETAIL



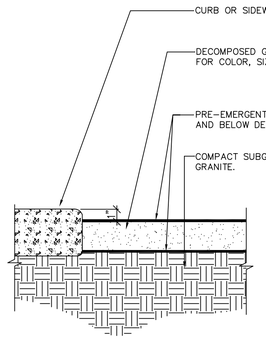
F SHRUB PLANTING DETAIL



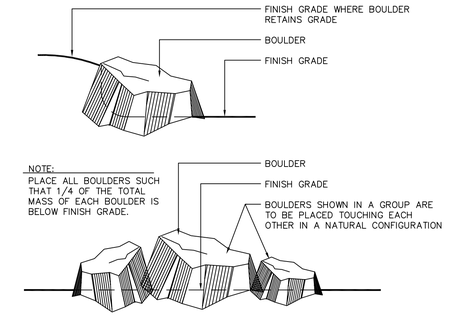
G SHRUB PRUNING DETAIL



H GRASS PRUNING DETAIL



I DECOMPOSED GRANITE DETAIL



J BOULDER PLACEMENT DETAIL

BOTANICAL NAME	COMMON NAME	QTY	SIZE (MINIMUM)	COND	DTL	REMARKS
TREES						
CHILOPSIS LINEARIS	DESERT WILLOW	3	15	GALLON	B,D,E	
LAGESTROMIA INDICA 'MULTI'	RED MULTI CRAPE MYRTLE	65	15	GALLON	B,D,E	
OLEA EUROPAEA 'WILSONII'	WILSON OLIVE	17	15	GALLON	B,D,E	
PISTACHE CHINENSIS 'RED PUSH'	RED PUSH PISTACHE	47	24"	BOX	B,D,E	
PROSOPSIS GLANDULOSA	TEXAS HONEY MESQUITE	18	24"	BOX	B,D,E	
QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	51	24"	BOX	B,D,E	
WASHINGTONIA FILIFERA	CALIFORNIA FAN PALM	44	6'-0" TO 10'-0" BTH	B#B	A ,E	SEE PLANTING PLAN FOR SIZE AND LOCATION
SHRUBS						
ABELIA GRANDIFLORA	PINK ABELIA	129	5	GALLON	F,G	
AGAVE PARYII	PARRYS AGAVE	25	5	GALLON	F,G	
CHAMAEROPS HUMILIS	MEDITERRANEAN FAN PALM	28	15	GALLON	F,G	
DASYLIRION WHEELERII	DESERT SPOON	49	5	GALLON	F,G	
HESPERALOE PARVIFLORA	RED YUCCA	172	5	GALLON	F,G	
ILEX VOMITORIA DWARF	DWARF YAUPON HOLLY	109	5	GALLON	F,G	
LEUCOPHYLLUM FRUTESCENS 'RIO BRAVO'	RIO BRAVO TEXAS RANGER	125	5	GALLON	F,G	
MUHLENBERGIA CAPILLARIS 'REGAL MIST'	REGAL MIST GRASS	136	5	GALLON	F,G,H	
OLEA EUROPAEA 'MONTRA'	LITTLE OLLIE DWARF OLIVE	66	5	GALLON	F,G	
RHAPHIOLIPIS INDICA	DWARF PINKIE HAWTHORN	127	5	GALLON	F,G	
ROSA 'RED CARPET'	RED CARPET ROSE	103	3	GALLON	F,G	
GROUND COVERS						
LANTANA CAMARA	LANTANA	75	1	GALLON	D ,E	SPACED @ 30" O.C. 1500 SQFT
BOULDERS						
LANDSCAPE BOULDERSVARY IN SIZE: 50% - 3' X 3', AND 50% - 2' X 3'		151	3' - 4'		J	

PLANTING LEGEND

NOTE: PLANT QUANTITIES ARE FOR REFERENCE ONLY, EXACT PLANT COUNTS ARE THE RESPONSIBILITY OF THE CONTRACTOR.

STATE OF UTAH
Cody R. Schmitt
7184969-5301
Exp. 5/31/26
LICENSED LANDSCAPE ARCHITECT

REVISIONS:

SOLACE TOWNHOMES
UTAH
SANTA CLARA

CSLA
Cody Schmitt
LANDSCAPE ARCHITECT

CONSULTANTS:

811
Know what's below.
Call before you dig

PROJECT:
SOLACE TOWNHOMES

SHEET CONTENTS:
PLANTING DETAILS

DATE:
11/28/2024
JOB NO.:
11282024

SHEET:
L1.04

SOLACE TOWNHOMES

ZONE CHANGE APPLICATION NARRATIVE

PROPOSED PLANNED RESIDENTIAL DEVELOPMENT (PD-R)

SANTA CLARA, UTAH

PARCELS - SC-6-2-9-4402 & SC-6-2-4-3430

APPLICANT INFORMTION

New Wave Construction
Dustin Garr or Ben Hobson
1871 West Canyon View Drive
St. George, Utah 84770

GENERAL

It is proposed to amend the current zoning of parcel # SC-6-2-9-4402 and SC-6-2-4-3430 (8.16 total acres) currently zoned Planned Development – Residential (PD-R) to allow the development of 56 residential townhome units and associated amenities. The proposed density excluding the floodway area is 7.21 units per acre. This site is in the northwest corner of the city, immediately north of the Desert Village Townhome Project and east of Rachel Drive. The property is currently undeveloped range land. It was previously approved for townhome development in 2020 under the Solace at Santa Clara PD-R Zone Change.

LAND USE PLAN

The proposed project includes eight (8) 7 plex buildings, a total of 56 residential townhome units each with a 2 car attached garage: amenity areas and 31 guest parking spaces. Each unit is accessed from private driveways constructed to city specifications and requirements. The private driveways access Affirmation Drive a 60 foot wide public street connecting Rachel Drive to Red Mountain Drive. The project will include common area landscaped open spaces, playground, pickleball courts, picnic/pavilion areas and basketball court.

BUILDING/UNIT SIZES AND EXTERIOR FEATURES

Each 2 story townhome unit includes 4 bedrooms, 2.5 baths, with 1,820 sq ft total living area and an attached 2 car garage. Exterior features to include decks front and rear, flat

roof, stucco finish and pop out features. Refer to the color building elevations and color board for additional details.

BUILDING/UNIT SEPERATIONS AND SETBACKS

Building setbacks are designed to meet city zoning requirements for planned developments, with 25 foot minimum building setback from public streets, 10 feet minimum separation between buildings, 20' garage setbacks and 20 foot minimum building setbacks from all exterior property lines.

PROJECT AMENITIES

The project incorporates a landscaped common area with spaces for a playground, pickleball courts, picnic/pavilion areas and basketball court. A homeowner's association will be established to maintain the landscaped common areas and amenities. The association will file separate Articles of Incorporation, Covenants, Conditions and Restrictions (CC&R's) and Operation and Management Budgets.

TRAFFIC

A Traffic Impact Study was performed to consider the future need for additional turning lanes and a traffic signal at the intersection of Affirmation Drive and Rachel Drive. All current recommendations have been constructed at this time.

SOILS AND EXISTING UTILITIES

The site generally slopes from the northwest to southeast across the parcel. A preliminary geotechnical report has been prepared by AGEC and is available upon request. All public utilities are available in the Rachel Drive and Affirmation Drive right-of-way. The Ivins Regional Sewer Trunkline bisects the western portion of the property.

DRAINAGE

The Tuachan Wash bisects the proposed development. No development is proposed within the floodplain or floodway of the Tuachan Wash. A public trail is planned along the west side of the wash in accordance with the City Trail Master Plan, and erosion protection maintenance easements will be dedicated to the City along both sides of the wash. A detailed drainage study will be prepared for the project to accompany detailed site grading and drainage plans. Drainage improvement plans will be submitted and approved by the city staff before any grading operations begin.

LANDSCAPING AND BLOCK/PRIVACY WALLS

Landscaped common area makes up 35.6% of the total project area as shown on the Color Site Plan. A landscape plan has been included in the package. Solid block walls

will be placed 6’ high with 8’ long interspersed sections along the perimeter of the project as required by city ordinance. A minimum 10 foot wide landscaped strip will be installed along Rachel Drive and Affirmation Drive public street frontages.

STREET LIGHTING AND SIGNAGE

Street lighting will be installed per city code and requirements throughout the proposed project. Each unit will have decorative lighting on exterior entry ways and garages. The project will include street signs at intersections as per city specs and standards. An entry sign is proposed at the Affirmation Drive Intersections.

ENGINEER

Allen Hall, Project Manager

Rosenberg Associates

352 East Riverside Drive A-2

St. George, Utah 84790

Office (435) 673-8586

Cell (435) 862-0505

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: 29/Jan/25 **Agenda Item:** 6

Applicant: Washington County Municipal Election Services **Requested by:** Chris Shelley

Subject: Discussion and action to consider approval of an Interlocal Cooperation Agreement Regarding Full Election Services

Description:

Santa Clara City has used the services of the Washington County Election's in the past and staff is asking Council to consider approval of the Interlocal Cooperation Agreement regarding Full Election Services for this coming election year. The Agreement has been reviewed by the City Attorney and he has given his approval.

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

INTERLOCAL COOPERATION AGREEMENT REGARDING
FULL ELECTION SERVICES

This INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is between Washington County, Utah (the "County") and Santa Clara City (the "Municipality") located within the geographic boundary of the County (collectively the "Parties").

RECITALS

WHEREAS, under the Utah Election Code (Utah Code Ann. § 20A-1-101, *et. seq.*) the Washington County Clerk-Auditor is charged with many duties pertaining to conducting accurate, fair, and impartial elections in Washington County;

WHEREAS, due to those duties, the County regularly conducts county-wide elections and has the equipment, experience, and applicable contracts in place to efficiently conduct elections within the County;

WHEREAS, Municipalities within Washington County are responsible for conducting municipal elections within their own jurisdictions;

WHEREAS, in accordance with Utah law, the County adopted a vote by mail system for elections beginning in 2018, and secured contracts for printing, mailing, distributing, and returning mail-in ballots;

WHEREAS, under the Utah Code, local political subdivisions may enter into interlocal agreements with the County for services that are more efficiently provided by the County;

WHEREAS, the County and the Municipality acknowledge the mutual benefit and efficiency of having the County assist in the Municipality's elections;

WHEREAS, for the purpose of conducting more efficient municipal elections, the County is willing to assist municipalities located within the County in their responsibilities to conduct elections;

WHEREAS, it is in the best interest of the citizens of Washington County that the County assist in conducting the Municipality's elections;

WHEREAS, under Utah Code § 20A-1-102(23)(c), the Municipal Clerk is the election officer for the municipal election cycle; the County is an election vendor and will contract to provide election support services, including technical, prior election experience, and statutory support; and

WHEREAS, the County and the Municipality desire to revoke all Interlocal Cooperation Agreements Regarding Election Services dated prior to the date of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, the covenants contained herein, and pursuant to the Interlocal Cooperation Act, the Parties agree as follows.

A. SPECIFIC TERMS

Section 1. County.

(a) The County agrees to assist and support the Municipality in conducting vote by mail municipal elections; however, the County does not have the equipment or software to provide support for Ranked Choice Voting. If the Municipality chooses to use Ranked Choice Voting, the County can direct you to an election vendor that can administer the election in this format.

(b) In accordance with the County's contract with a selected printer, the County will order ballots and envelopes for the Municipality based on the number of registered voters within the Municipality, and the outgoing and return by-mail ballot envelope packets addressed to the Washington County Clerk. The state and the County conduct by-mail elections utilizing paper ballots, with additional voting methods like casting in-person paper ballots at approved vote center locations.

(c) The County may provide election equipment in each Municipality with 4,000 or more active registered voters in County's discretion. The County also may provide election equipment to additional Municipalities with fewer than 4000 active registered voters based on the availability of equipment in County's discretion. All approved vote center locations will have poll workers trained and assigned by the County for use by the voters of the Municipality. The Municipality is responsible for posting the required election notices.

(d) The County will provide voting equipment, training and support for the approved vote center locations.

(e) The County will use its available tabulation machines to count ballots for the Municipality; the County will not manually count or hand count ballots. Any municipal race that requires a recount will be machine tabulated.

(f) The County will provide the Municipality with the date, time, and location of the required meeting described in Utah Code § 20A-4-104, and the required automatic tabulating equipment test. The Municipality is responsible for providing the public with notice by publishing it as a class A notice as required by law and posting it on the Utah Public Notice website.

(g) The County will provide the Municipality with the date, time and location of the required meeting described in the Lieutenant Governor's Post Election Audit Policy. The Municipality is responsible for posting this notice as required by law and on the Utah Public Notice website, and complying with rules promulgated by the Lieutenant Governor.

(h) The County will continue to conduct all statutorily required obligations, including signature verification using signature verification equipment and the State voter database, in accordance with applicable state and local codes.

(i) The County will provide the Municipality with a cost estimate for upcoming election services by March 31st preceding the municipal election if requested.

Section 2. Municipality.

(a) The Municipality agrees to reimburse the County for all costs and expenses related to the Municipality's election, including all printing and mailing expenses incurred under the County's contract with the printer, within 30 days of receiving an invoice from the County.

(b) The Municipality agrees to collect its election items from the County Clerk-Auditor's Office by the first work day in January after the municipal election.

(c) The Municipality agrees to notify the County in writing by April 30th of the election year if the Municipality does not accept the county-provided cost estimate and therefore does not desire to receive the County's election services as outlined in this Agreement.

(d) The Municipality will designate one or more qualified staff members to attend scheduled public meetings, process ballots, adjudicate ballots, and assist the County to re-make ballots on a regular basis. Failure to fulfill the duties in this subparagraph will not delay or prevent the County's ballot processing. The qualified staff member(s) shall attend required trainings.

(e) The Municipality will designate one or more members of the Board of Canvassers to attend ballot processing, post-election audits and post recount audits conducted pursuant to State law.

Section 3. Term. This Agreement shall become effective on the date it is duly executed and shall expire December 31, 2025. This Agreement shall automatically renew for additional one year periods, unless written notice of intent to terminate it is given by either Party on or before November 30th of the current year at issue. All prior interlocal agreements regarding election services between the Parties are revoked.

B. GENERAL TERMS

Section 1. Purpose. The purpose of this Agreement is to allow the Parties to comply with State law to accomplish the intentions and purposes referred to in the recitals above.

Section 2. Termination. Other than as set forth in A(3), above, either Party may terminate this Agreement by timely notifying the other Party in writing of its intent to terminate the Agreement, for instance, when a Municipality cancels a local election pursuant to Utah Code Ann. § 20A-1-206. Any costs incurred by County shall be reimbursed by the Municipality upon termination.

Section 2. No Waiver of Governmental Immunity. The Parties are governmental entities under the Governmental Immunity Act of Utah. Utah Code Ann. § 63G-7-101, *et. seq.* None of the Parties waive any defenses otherwise available under the Governmental Immunity Act of Utah.

Section 3. Indemnity.

(a) The Municipality shall hold harmless and indemnify County, and its elected officials, officers, employees, and agents, against any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorney's fees and costs) arising out of or resulting from the services in, or performance of, this Agreement if caused by any negligent act or omission, or any intentional misconduct, of the Municipality or any of its elected officials, officers, employees, or agents. The County is not responsible for, and does not assume any liability for, the actions of the Municipality or its elected officials, officers, employees, or agents.

(b) The County shall hold harmless and indemnify the Municipality, and its elected officials, officers, employees, and agents against any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorney's fees and costs) arising out of or resulting from the services in, or performance of, this Agreement if caused by any negligent act or omission, or any intentional misconduct, of the County or any of its elected officials, officers, employees, or agents.

Section 4. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with Utah Code Ann. § 11-13-202.5.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with Utah Code Ann. § 11-13-202.5(3).

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to and in accordance with Utah Code Ann. § 11-13-209.

(d) No separate legal entity is created by the terms of this Agreement. The Parties designate the Chair of the County Commission as the Administrator responsible to administer this Agreement and the accomplishment of the purposes of the cooperative action contemplated hereby and specified herein pursuant to Utah Code Ann. § 11-13-207.

(e) The effective date of this Agreement shall be the date that each of the Parties has signed it, adopted a resolution to approve it, and filed the Agreement with the keeper of records.

(f) The term of this Agreement shall commence on the date of full execution of this Agreement by all Parties.

(g) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement.

(h) Following the execution of this Agreement by the Parties, either Party may cause a notice regarding this Agreement to be published on behalf of the Parties in accordance with Utah Code Ann. § 11-13-219.

Section 5. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall either be hand delivered or sent by first-class mail, postage prepaid, and properly addressed to the Parties at the following addresses:

Municipality: Santa Clara City
Attn: Chris Shelley
ADDRESS:
2603 Santa Clara Dr.
Santa Clara UT 84765

Washington County:
Attn: Commission Chair
111 East Tabernacle Street
St. George, UT 84770

Section 6. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter and supersedes all prior and contemporaneous agreements, negotiations, representations, promises, or understandings of the Parties whether oral or written. No supplement, modification, amendment, or waiver of any obligation of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions in this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

Section 7. No Third-Party Beneficiaries. This Agreement is not intended to confer upon any person other than the Parties any rights or remedies.

Section 8. Governing Law. This Agreement shall be governed by the laws of the State of Utah. The Parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The Parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

Section 9. Counterparts; Filing. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

DATED this ___ day of _____, 2025.

WASHINGTON COUNTY

_____

Gil Almquist
Washington County Commission Chair

Attest:

_____

Ryan Sullivan
Washington County Clerk-Auditor

Date: _____

Approved as to Form:

_____

Deputy Washington County Attorney

City

_____

Mayor Rosenberg

Attest:

_____

City Recorder-Chris Shelley

Date: _____

Approved as to Form:

_____

City Attorney-Matt Ence

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: 29/Jan/25 **Agenda Item:** 7

Applicant: Santa Clara City **Requested by:** Jim McNulty

Subject: Temporary Land Use Regulation

Description:

Consider approval of City Ordinance #2025-02, a Temporary Land Use Regulation suspending the permitted use for "Banks or Financial Institutions" in the Commercial Zone and the Planned Development Commercial Zone, to allow for the creation of modifying regulations for the permitted use. City Attorney, Matt Ence, will provide City Ordinance #2025-02 either prior to or at the City Council meeting on January 29, 2025.

Recommendation: Approval **Attachments:** N/A

Cost: N/A

Legal Approval: Yes

Finance Approval: No

Budget Approval: No

2603 Santa Clara Drive, Santa Clara, Utah 84765

Phone (435) 673-6712 Fax (435) 628-7338

Hello!

I hope this letter finds you well. As board chair of the Community Education Channel, I want to convey the effort and consideration that has gone into our decision as a board to terminate our interlocal agreement on June 30th, 2025. With the rise in streaming over the last decade, we saw station revenues dropping every year. We explored several options to shore up the shortfall, but in the end decided that it was best to end our involvement with the station and turn the assets over to Utah Tech University.

Enclosed you'll find an amendment outlining this process. Any cash left over after June 30th, 2025 will be split amongst the municipalities proportionally. The station is in a good financial position now and we expect there will be funds remaining, even after our planned severance packages for two staff members that will lose their jobs.

The board had several discussions regarding what to do with the remaining assets, which you'll find listed in the amendment. Ultimately, it was decided that the cost to liquidate the specialized assets of the station would be significant, plus the expected revenues from the sale would be much less than the fair market value. Additionally, the education of students in broadcast media has always been a goal of the CEC board, and donating the assets to Utah Tech continues this objective. Utah Tech has specific ongoing programs that utilize these assets, so liquidating them would significantly hamper those classes. The board also recognized the strong partnership with the University for almost 20 years, including significant investments the University had made in staff wages and facilities for the CEC.

This path was chosen unanimously by the CEC board. If you have any questions or concerns, please reach out to your representative on our board. I'm also happy to answer any questions. We'll need each city council to adopt this amendment to the interlocal agreement. We're not in a rush, but would like to have this in place in January of next year.

Sincerely,

Jarett Waite
Santa Clara City Council
435-862-1811 (cell)

COMMUNITY EDUCATION CHANNEL AGENCY (CECA)
THE THIRD AMENDED INTERLOCAL COOPERATION AGREEMENT

This Third Amended Interlocal Cooperation Agreement ("Third Amendment"), is entered into by and among the following parties: Utah Tech University (formerly Dixie State College of Utah), a political subdivision and an institution of higher education of the State of Utah; Hurricane City, a Utah municipal corporation and a political subdivision of the State of Utah; Ivins City, a Utah municipal corporation and a political subdivision of the State of Utah; St. George City, a Utah municipal corporation and a political subdivision of the State of Utah; Santa Clara City, a Utah municipal corporation and a political subdivision of the State of Utah, Washington City; a Utah municipal corporation and a political subdivision of the State of Utah; and Washington County, a Utah municipal corporation and a political subdivision of the State of Utah; and any other parties pursuant to the Interlocal Cooperation Act, Title 11 Chapter 13, Utah Code Amended by Chapter 26, 2002, as amended (the "Interlocal Cooperation Act"). (These parties may be individually referred to below as "Public Entity" or "Sponsoring Public Entity" or, collectively referred to below as the "parties," the "Public Entities" or the "Sponsoring Public Entities.")

WHEREAS, in 1995, an Interlocal Cooperative Agreement (the "Original Agreement") was entered into by and between Dixie College (now known as Utah Tech University), Washington County, Washington County School District, St. George City, Hurricane City, Santa Clara City, Washington City, Ivins City, La Verkin City, and Toquerville, to create and operate the Community Education Television Channel and establish a governing board;

WHEREAS, in 1998, the Amended Interlocal Cooperation Agreement (the "First Amendment") was entered into between Dixie College (now known as Utah Tech University), Washington County School District, St. George City, Santa Clara City, Washington City, and Ivins City, to formally create the Community Education Channel Agency ("CECA"), an Interlocal Agency to operate the Community Education Television Channel, and outlined how parties could be added/removed;

WHEREAS, in 2007, the Second Amended Interlocal Cooperation Agreement (the "Second Amendment"), was entered into between Dixie State College of Utah (now known as Utah Tech University), Hurricane City, Ivins City, St. George City, Santa Clara City, Washington City, Washington County, and the Washington County School District, to adjust, *inter alia*, the duration of the agreement and outline other obligations for the parties;

WHEREAS, the purpose of CECA is to operate the Community Education Television Channel to allow for community access to local civic, educational, athletic and cultural events, and also provide for student educational involvement as the channel primarily originated from studios and facilities on the university campus;

WHEREAS, CECA has obtained various pieces of equipment and assets to assist in operations;

WHEREAS, throughout the years, various parties to the Original Agreement, First Amendment, and/or Second Amendment have either joined or terminated their involvement with CECA in accordance with the current version of the agreement and the remaining parties of CECA are listed above as the Sponsoring Public Entities;

WHEREAS, with the increasing availability of social media and other streaming platforms, in its January 16, 2024 meeting, the CECA board voted to dissolve the CECA Interlocal Agency and distribute its assets; and

WHEREAS, the parties desire to amend the Second Amended Interlocal Cooperation Agreement in order to dissolve the CECA and distribute the assets among the parties.

NOW, THEREFORE, in consideration as provided herein, the Parties agree to amend the Second Amended Interlocal Cooperation Agreement as follows:

Section 2. EFFECTIVE DATE, DURATION

The section is replaced in its entirety with:

"This Second Amended Interlocal Cooperation Agreement shall become effective upon its approval and execution by the Sponsoring Public Entities. The term of this agreement shall expire on June 30, 2025 ("Termination Date"). Upon termination, each Sponsoring Public Entity will be responsible for its own replacement services that will no longer be provided by the CECA.

The Sponsoring Public Entities will send a CECA representative to a final winding-down meeting in September 2025 to finalize the distribution of assets. Within 90 days of the Termination Date, the disposition of all assets of the CECA will be as follows:

Liquid Assets

Cash Balance Remaining After Termination Date. This will be used to pay any and all outstanding obligations after the Termination Date. All remaining cash assets will be distributed to the Sponsorship Public Entities in the same proportionate share as the Sponsoring Public Entities pay in Sponsorships.

Equipment and Other Assets

List A: CECA Van and Associated Equipment. This will be the property of Utah Tech University to continue to be used for the educational benefit of students. The parties will work together to sign any required documentation for the transfer of ownership.

List B: Gem Cart. This will be the property of Utah Tech University to continue to be used for the educational benefit of students. The parties will work together to sign any required documentation for the transfer of ownership.

List C: Equipment Installed at the Washington County Administration Building. This will be the property of Washington County.

List D: All Other Items. The items outlined in the attached List D will become the property of Utah Tech University.

List E: Miscellaneous Assets. Any assets not contemplated by this Third Amendment shall be distributed in a manner agreed upon by the parties in a separate agreement."

All other provisions of the Second Amended Interlocal Cooperation Agreement shall remain in full force and effect until the termination date.

This Third Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, all of which together shall constitute one and the same agreement.

IN WITNESS THEREOF, the parties have caused this Third Amendment to be executed by their duly authorized representatives as of the respective date set forth below.

UTAH TECH UNIVERSITY

By: _____

Title: _____

Attest:

_____

Date: _____

Approved as to form:

_____
University Attorney

HURRICANE CITY

By: _____

Title: _____

Attest:

_____

Date: _____

Approved as to form:

_____
Hurricane City Attorney

IVINS CITY

By: _____

Title: _____

Attest:

_____

Date: _____

Approved as to form:

_____
Ivins City Attorney

ST. GEORGE CITY

By: _____

Title: _____

Attest:

_____

Date: _____

Approved as to form:

_____
St. George City Attorney

SANTA CLARA CITY

By: _____

Title: _____

Attest:

_____

Date: _____

Approved as to form:

_____
Santa Clara City Attorney

WASHINGTON CITY

By: _____

Title: _____

Attest:

_____

Date: _____

Approved as to form:

_____
Washington City Attorney

WASHINGTON COUNTY

By: _____

Title: _____

Attest:

_____

Date: _____

Approved as to form:

_____
Washington County Attorney

List A: CECA Van and Associated Equipment

Asset Tag ID	Description	Brand	Purchase Date	Cost	Location	Department	Suggested salvage revaluation
000799	2006 Sprinter Van	Dodge	01/01/2017	$33,500.00	Van	Remote: Athletics, Media	$ 4,620
000904	22x Lens	Canon	08/01/2022	$ 6,750.00	Van	Remote: Athletics, Media	$ 320
000905	22x Lens	Canon	08/01/2022	$ 6,750.00	Van	Remote: Athletics, Media	$ 320
000877	Canon 33x lens	Canon	07/02/2021	$ 8,500.00	Van	Remote: Athletics, Media	$ 900
000875	Canon 35x lens	Canon	07/02/2021	$12,000.00	Van	Remote: Athletics, Media	$ 1,200
000940	Dual Monitor	Blackmagic	07/27/2023	$ 1,032.27	Van	Remote: Athletics, Media	$ 375
000941	Dual Monitor	Blackmagic	07/27/2023	$ 1,032.27	Van	Remote: Athletics, Media	$ 375
000939	Dual Monitor	Blackmagic	07/27/2023	$ 1,032.27	Van	Remote: Athletics, Media	$ 375
000942	Monitor (Van)	Blackmagic	07/27/2023	$ 1,106.62	Van	Remote: Athletics, Media	$ 400
000943	Monitor (van]	Blackmagic	07/27/2023	$ 1,106.62	Van	Remote: Athletics, Media	$ 400
000883	Ross Replay Machine	Ross	08/01/2021	$32,500.00	Van	Remote: Athletics, Media	$ 7,000
000933	Sony 100 (cam 7)	Sony	07/10/2023	$ 6,250.00	Van	Remote: Athletics, Media	$ 1,320
000888	Sony Camera Monitor	Sony	03/01/2022	$ 8,699.00	Van	Remote: Athletics, Media	$ 2,500
000887	Sony Camera Monitor	Sony	03/01/2022	$ 8,699.00	Van	Remote: Athletics, Media	$ 2,500
000936	Sony CCU	Sony	07/10/2023	$ 6,250.00	Van	Remote: Athletics, Media	$ 3,000
000751	Sony HXU-100	Sony	01/01/2017	$15,000.00	Van	Remote: Athletics, Media	$ 1,320
000752	Sony HXU-100	Sony	01/01/2017	$15,000.00	Van	Remote: Athletics, Media	$ 1,320
000754	Sony HXU-100	Sony	01/01/2017	$15,000.00	Van	Remote: Athletics, Media	$ 1,320
000755	Sony HXU-100	Sony	01/01/2017	$15,000.00	Van	Remote: Athletics, Media	$ 1,320
000872	Sony triax camera	Sony	07/02/2021	$10,500.00	Van	Remote: Athletics, Media	$ 1,320
000873	Sony Triax Camera	Sony	07/02/2021	$10,500.00	Van	Remote: Athletics, Media	$ 1,320
000753	Sony Viewfinder (Cam D)	Sony	01/01/2017	$ 3,000.00	Van	Remote: Athletics, Media	$ 495
000937	Tripod 2 stage	Cartoni	08/01/2023	$ 5,554.71	Van	Remote: Athletics, Media	$ 3,000
000938	Tripod 2 Stage	Cartoni	08/01/2023	$ 5,554.71	Van	Remote: Athletics, Media	$ 3,000
000919	Wireless Com Base Station	Clear Com	05/12/2021	$ 6,132.00	Van	Remote: Athletics, Media	$ 1,650
				Total Salvage Value of CECA Van and Assoc. Equipment			$ 41,670

List B: Gem Cart

Asset Tag ID	Description	Brand	Purchase Date	Cost	Location	Department	Suggested salvage revaluation
000946	Gem Cart 2022	Gem	10/03/2022	$ 19,000.00	Studio	Remote: Athletics, Media	$ 7,000
						Total Salvage Value of Gem Cart	$ 7,000

List C: Equipment Installed at the Washington County Administration Building

Asset Tag ID	Description	Brand	Purchase Date	Cost	Location	Department	Suggested salvage revaluation
000898	NewTek TriCaster Mini	NewTek	05/01/2022	$ 10,899.00	A/V Room	County Commissioners Meeting	$ 2,000
			Total Salvage Value of Equipment at Washington County Admin Bldg				$ 2,000

List D: All Other Items

Asset Tag ID	Description	Brand	Purchase Date	Cost	Location	Department	Suggested salvage revaluation
000295	55x Lens	Cannon			Storage 166	Remote: Athletics, Media	$ 1,320
000299	55x Lens	Cannon			Storage 166	Remote: Athletics, Media	$ 135
000918	Atem 2 M/E control panel	Blackmagic		$ 5,386.00	Control Room 170	Media in Studio	$ 1,000
000854	Cablecast	Tightrope	08/04/2016	$ 12,255.00	Master Control 157	TDS Feed	$ 200
000840	Canon 70X lens	Canon			Storage 166	Remote: Athletics, Media	$ 800
000880	Remote Camera	Sony	02/15/2022	$ 6,399.00	Storage 166	Remote: Athletics, Media	$ 1,650
000881	Remote Camera	Sony	02/15/2022	$ 6,399.00	Storage 166	Remote: Athletics, Media	$ 1,650
000756	Sony PMW-350	Sony	01/01/2017	$ 12,000.00	Storage 166	Surplus	$ 990
000757	Sony Triax Adapter	Sony	01/01/2017	$ 6,000.00	Storage 166	Surplus	$ 500
000920	Wireless Beltpack	Clear-com	05/12/2021	$ 1,519.00	Studio A Storage	Remote: Athletics, Media	$ 396
000921	Wireless Beltpack	Clear-com	05/12/2021	$ 1,519.00	Studio A Storage	Remote: Athletics, Media	$ 396
000922	Wireless Beltpack	Clear-com	05/12/2021	$ 1,519.00	Studio A Storage	Remote: Athletics, Media	$ 396
000923	Wireless Beltpack	Clear-com	05/12/2021	$ 1,519.00	Studio A Storage	Remote: Athletics, Media	$ 396
000924	Wireless Beltpack	Clear-com	05/12/2021	$ 1,519.00	Studio A Storage	Remote: Athletics, Media	$ 396
000925	Wireless Com Antenna	Clear-com	05/12/2021	$ 1,395.00	Studio A Storage	Remote: Athletics, Media	$ 396
000947	80x80 Video Hub	Black Magic	08/13/2024	$ 8,635.68	Studio	Remote: Athletics, Media	$ 8,000
000948	Thor Fiber to SDI Transmitter	Thor	08/13/2024	$ 5,438.66	Studio	Remote: Athletics, Media	$ 5,000
000949	Fiber to SDI 8x	Thor	08/13/2024	$ 4,743.36	Studio	Remote: Athletics, Media	$ 4,400
						Total Salvage Value of All Other Items	$ 28,021

THE AMENDED INTERLOCAL COOPERATION AGREEMENT

THIS AMENDED INTERLOCAL COOPERATION AGREEMENT, is entered into by and among the parties, as follow. DIXIE COLLEGE, a political subdivision and an institution of high education of the State of Utah, WASHINGTON COUNTY SCHOOL DISTRICT, a political subdivision and an institution of the State Board of Education, ST. GEORGE CITY, a Utah municipal corporation and a political subdivision of the State of Utah, SANTA CLARA CITY, a Utah municipal corporation and a political subdivision of the State of Utah, WASHINGTON CITY, a Utah municipal corporation and a political subdivision of the State of Utah, and IVINS CITY, an incorporated town and a political subdivision of the State of Utah and any other parties pursuant to the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended (the "Interlocal Cooperation Act") and the provisions of the Agreement. (These parties may be individually referred to below as "Public Entity" or "Sponsoring Public Entity" or, collectively referred to below as the "parties," the "Public Entities" or the "Sponsoring Public Entities.")

The Interlocal Cooperation Act authorizes public agencies, including political subdivisions of the State of Utah, to enter into mutually advantageous agreements to create a separate legal or administrative entity to accomplish their purpose, for the use, control and operation, or acquisition of facilities, and,

The Sponsoring Public Entities, through their respective governing bodies, have determined that the interests and welfare of the public within the general area of Washington County will best be served by the creation of such a separate entity by and through this Interlocal Cooperation Agreement to provide for the joint use, control and acquisition of facilities, and,

The respective governing bodies of the Sponsoring Public Entities, all of which are currently accessible to cable television signals to which Dixie College facilities could link up, have by resolution agreed to provide specified funds to support or to otherwise finance a separate legal or administrative entity which will acquire, develop, enhance maintain, and operate a Community Education Television Channel (the "CECA") that will allow and provide for student educational involvement and training as well as community access to local civic, athletic and cultural events, which channel will originate primarily from studios and facilities on the campus of Dixie College, and,

The governing bodies of the Sponsoring Public Entities, in order to participate as described below, have, by resolutions, approved the Interlocal Cooperation Agreement to create a separate legal entity to meet the specified needs, receive the specified support or financing, and be vested with the various powers, duties, and responsibilities necessary to acquire, develop, enhance, maintain and operate equipment and technology to perpetually sustain a Community Education Channel on the campus of Dixie College.

NOW, in consideration of the forgoing provisions, and for other valuable consideration, the receipt and sufficiency of which are acknowledged by signatures below, The Sponsoring Public Entities agree as follows:

Section 1. SEPARATE ENTITY.

Pursuant to the provisions of the Interlocal Cooperation Act, the Sponsoring Public Entities hereby create a separate legal entity and a political subdivision of the State of Utah (the "State") to accomplish the purpose of their joint and cooperative undertaking. The name of the entity so established is the COMMUNITY EDUCATION CHANNEL AGENCY (the "CECA").

Section 2. EFFECTIVE DATE; DURATION.

This Interlocal Cooperation Agreement "Agreement") shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, once it is submitted to, and approved by the governing bodies of Dixie College, Washington County School District, St. George City, Santa Clara City, Washington City, and Ivins City is executed by their respective presidents, mayors, chairs, and approved by their representative attorneys. Unless it is terminated earlier by specific provisions below, the initial term of this Agreement will be for fifty (50) years.

Each Public Entity may terminate its involvement and financial commitments made in this agreement and forfeit its corresponding board

representation, benefits, programming coverage and/or channel service, if any of the following occur:

(1) No funds or insufficient funds have been raised or obtained by the Public Entity through those means which are initially or which have been historically relied upon in entering into this Agreement to the extent that the Public Entity cannot in the public interest continue the appropriation or allocation or meet the stated financial commitment; or,

(2) The Public Entity, in a given fiscal year, due to emergency or other reasonably unforeseeable circumstances, and in good faith, has exhausted all funds normally available or that have historically been appropriated or relied upon to fund or meet the financial commitments made in this Agreement.

(3) The Public Entity, gives notice of its intent to terminate no less than sixty (60) days before the end of any given fiscal year.

Notice of a Public Entity's intent to terminate under this section must be given to the Board as soon as funding circumstances are known but not less than sixty (60) days prior to the start of the Fiscal year of termination; otherwise, subject to applicable law, the financial commitment automatically renews for that fiscal year.

Section 3. PURPOSE; ENABLING AUTHORITY.

The purpose of this Agreement is to create the CECA and to vest in it

all necessary, desirable and useful power and authority to acquire, develop, enhance, maintain, finance, dispose of, improve and operate equipment and technology, and to employ such means, persons, resources and powers within the meaning of the Interlocal Cooperation Act, to sustain a Community Education Channel, the primary facilities for which are to be located at Dixie College.

Those Sponsoring Public Entities do hereby empower the CECA with the requisite and necessary authority to maximize its ability to achieve its stated purposes, and do hereby enable it to exercise that authority in ways and by means as its Board of Directors deems necessary and proper.

The CECA shall have and is hereby granted the police power necessary and proper to accomplish its stated purposes, along with the power to enter into contracts, to make and enter into security agreements, trust agreements and indentures, to incur indebtedness, and to adopt such resolutions and to enter into any other financing agreements necessary or desirable to accomplish its stated purposes. Any borrowing made, indebtedness incurred, revenue bonds, notes or other obligations issued by the CECA in this effort shall constitute an obligation of the CECA only and not of any of the Sponsoring Entities unless specially agreed to by those Sponsoring Entities assuming such obligations.

The CECA is authorized and empowered to exercise all powers conferred upon any Sponsoring Public Entity by the Municipal Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated, 1953, as

amended.

The CECA is authorized and empowered to sue and be sued in its own name, and to take actions, engage in transactions, enter into contracts with persons, companies, and firms for personnel and services and do all other things necessary, convenient or appropriate to accomplish its purposes or carry out its purposes.

The CECA is authorized and empowered to obtain, borrow and repay money, incur indebtedness, issue bonds, notes or other obligations, and offer, issue and sell warrants, options or other rights related to these bonds or notes, and obtain by purchase or otherwise the equipment and other necessary assets or material resources for the use and operation of an educational cable television channel and its related budget and production facilities located on the campus of Dixie College.

Section 4. BOARD OF DIRECTORS

All powers of the CECA shall be exercised by or under the authority of, and the business and affairs of the CECA shall be governed and supervised by its Board of Directors (the Board"). The Board shall have and exercise all such powers and duties under and pursuant to the Interlocal Cooperation Act and the laws of the State as may be necessary or desirable to accomplish and give effect to the purposes which the CECA is created. The Board may take all such actions as may be necessary or desirable to exercise or carry out any of the powers of the CECA. The Board may adopt, and may amend from time to time, bylaws which shall

contain provisions respecting (i) the holding and conduct of regular meetings of the board, (ii) quorum and voting requirements , (iii) the election of directors and the appointment of any officers of the CECA (iv) the establishment and revision of the CECA's fiscal year, and (v) such other matters as may be determined to be necessary or desirable by the Board. Meetings of the Board may be conducted in whole or in part by telephonic or electronic means as provided by the laws of the State and any applicable bylaws of the CECA.

The Board will initially consist of seven (7) board members, who will serve without compensation, with one member (1) to be appointed by the St. George City Council, as representative of St. George City, one (1) member to be appointed by the Santa Clara City Council, as representative of Santa Clara City, one (1) member to be appointed by the Washington City Council, as representative of Washington City, one (1) member to be appointed by the Ivins City Council, as representative of Ivins City, one (1) member to be appointed by the Washington County School District, as representative of the Washington County School District, two (2) members appointed by the President of Dixie College, as the representatives of Dixie College.

The members of the Board shall each serve for a two (2) year term, with the exception of the first term in which the members from St. George, Santa Clara, and Ivins will serve, from the effective date of this agreement, only until July 30 1998, in order that the terms may be staggered to prevent all future terms from expiring at once and preserve familiarity with and continuity in board business. The first term of the

other members will commence upon the effective date of this Agreement, will run through June 30, 1999. The number of members of the Board may be changed by amendment to this Agreement under Section 11 below.

The initial members of the Board are:

St. George City	Robert Whatcott
Santa Clara City	Glen Vernon
Washington City	Ralph McClure
Ivins City	Gina Blake
Dixie College	Stanley Everett
Dixie College	Stan Plewe
Washington County School District	Jim Johnson

Each vacancy in the Board shall be filled by the Public Entity originally appointing the person leaving the Board for example, if the St. George City representative leaves the Board, the St. George City Council will appoint someone to fill the vacancy. In a like manner, the Public Entity appointing a board member may, as it deems appropriate, relieve and replace that Board member. Otherwise, Board members will serve for a two-year term, as stated above. Upon the expiration of a given term of a Board member the Public Entity may appoint a new member, or that same member to a successive term.

A binding vote of the Board may only occur if a quorum is present. Once the Board is fully constituted by approval and execution by all of the Public Entities, a simple majority of appointed members attending a formal meeting of the Board will constitute a quorum.

Section 5. INDUSTRY CONSULTING COUNCIL.

The Board shall establish an Industry Consulting Council ("The Council") made up of delegates from the various participating television and cable companies operating in the Washington County area. Each company may provide one delegate to the Council. In order for a specific company to be a participating company and provide a delegate to the Council, that company must:

(A) Be properly licensed to do business within Washington County, or within one of the other participating Public Entities,

(B) Be in good standing with all Public Entities with respect to license fees, and franchise(s), where appropriate,

(C) Have some direct and specific involvement with television or cable broadcasting, production, or transmission (mere signal marketing or reception will not generally qualify for membership), and

(D) Have entered into an affiliate agreement with the Board and thereby become a participating affiliate, carrying the Community Education Channel as a part of their broadcast program package,

The Council or its individual affiliate delegates will advise the Board, as the Board deems helpful or necessary, however, Council is to be advisory only, and can note vote on decisions before the Board.

Section 6. OTHER ADVISORY COMMITTEES.

The Board may organize other advisory committees to serve as needed. The members of the committees may be comprised of selected members of the Board and act as subcommittees, or the members may be selected from the Board, the various Participating Entities, and the communities. These committees may be organized as advisory; or they may have such authority delegated to them by the Board, as the Board deems appropriate. A Programming Committee, for example, may be formed to give guidance or make suggestions regarding programs to be shown, or conflicts regarding proposed programs or schedules.

Section 7. REVENUE, FUNDING AND FINANCING.

The financing, acquisition, development, enhancement, maintenance and operation of the Community Education Channel on the campus of Dixie College shall be funded from revenues accruing and collected pass through fees assessed to cable television subscribers through the various cable television franchisees by itself or the Public Entities, along with additional annual funding commitments by the Public Entities to the CECA as well as by revenues from donations and affiliate agreements with participating businesses.

Section 8. BUDGETING AND ACCOUNTING.

Funds received by the CECA may be paid into, accounted for, budgeted and disbursed through the existing financial system at Dixie College as a

separate account pursuant to a separate Operations Agreement between the CECA and Dixie College. An annual budget will be approved by the Board, which may authorize Dixie College's Administration to disburse account balances to pay existing and accruing liabilities as they become due. Dixie College shall have responsibility for the day to day operation, maintenance and management responsibility of the CECA pursuant to any such Operations Agreement with the CECA.

Section 9. TITLE

The CECA is authorized and empowered to hold title in its own name to any real or personal property, equipment, asset or facility, and may grant such liens, security interests, or other encumbrances thereon as the Board deems necessary, proper or appropriate. The CECA may convey by sale, gift, or otherwise such title as it has to any personal property, equipment, asset or facility, on terms or conditions or by exchange of consideration as to the Board appears necessary, proper or appropriate.

Dixie College shall have sole title to all broadcast and programming copyrights created by or through the CECA.

Section 10. INDEMNIFICATION.

The parties to this Agreement are subdivisions of the State. Each of these parties agrees to indemnify and save the other parties of this Agreement harmless from damages, claims, suits and actions arising out of willful or negligent error or omission in connection with this

Agreement or the operation of the CECA. It is expressly agreed among the parties that the Utah Governmental Immunity Act Section 63-30-1 et seq. shall apply and that the obligation to indemnify is limited to the dollar amounts in the Governmental Immunity Act Section 63-30-40.

Section 11. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Interlocal Cooperation Agreement shall be placed on file with the respective recorders of St. George City, Santa Clara City, Washington City, Ivins City and with the Superintendent of the Washington County School District and the President of Dixie College, and shall remain on file for public inspection during the term of this Agreement.

Section 12. AMENDMENTS

This Agreement may be supplemented from time to time to add additional Public Entities, provided that each must be a "public agency" as defined in the Interlocal Agreement Act. Each supplement must be recommended and approved by a simple majority of the Board of Directors. Once any new Public Entity is added, the Board of Directors will be automatically enlarged to include one representative member from the new Public Entity, with a term to be established in offsetting rotation to those existing at the time of addition, substantially consistent with the formula in Section 4, above. Of particular interest would be the addition of Washington County and other municipalities within the County.

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney as required by Section 11-13-9, Utah Code Annotated, 1953 as amended and (d) filed in the official records of each Party as provided above.

Section 13. SEVERABILITY.

If any term or provision of this Interlocal Cooperation Agreement or its application is found by the Courts to be invalid or unenforceable, the remainder of this Agreement, or the application of its remaining terms or provisions to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected, and shall be enforced to the extent permitted by law. To the extent they are legally able, the parties waive any legal provision which would render any of the terms of this Agreement unenforceable.

Section 14. GOVERNING LAW.

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liabilities of the parties, shall be governed by the laws of the State of Utah.

Section 15. MISCELLANEOUS.

The Sponsoring Public Entities shall not be considered or understood to be partners, joint ventures or associated in any manner that obligates any of them for the obligations, defaults, or miscarriages of any public Entity, or the CECA.

This Agreement may be executed in one or more counterparts, and each shall constitute and be regarded as an original.

IN WITNESS WHEREOF, the Sponsoring Public Entities have signed and executed this Interlocal Cooperation Agreement, after approval of their respective authorized attorneys, and after resolutions duly and lawfully passed by the governing board or council of each, on the date(s) listed below:

Dated this 30th day of April 1998.

DIXIE COLLEGE

Robert C. Huddleston

ROBERT HUDDLESTON, President

ATTEST: N C Wilson

Secretary: _____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH AND DETERMINATION THAT THE PROVISION OF SERVICES AND FACILITIES BY DIXIE COLLEGE IS AUTHORIZED UNDER STATE LAW; JAN GRAHAM, Attorney General



D. MICHAEL CARTER
Assistant Attorney General
Counsel for Dixie College

Dated this 30th day of April 1998.

ST. GEORGE CITY

Daniel D. McArthur

DANIEL D. McARTHUR, Mayor

Attest: Barbara Hunt

By: _____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH

GARY KUHLMAN, St. George City Attorney

DATED this 30th day of April 1998

IVINS CITY

CHRISTOPHER G. BLAKE, Mayor

ATTEST: _____

By: Karen O. Berry Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

RUSSELL GALLIAN, Ivins City Attorney

SANTA CLARA CITY

FRED ROWLEY, Mayor

ATTEST: _____

By: Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

_____

JOHN PALMER, Santa Clara City Attorney

DATED this 30th day of April 1998.

WASHINGTON COUNTY SCHOOL DISTRICT

Frances Christensen

FRANCES CHRISTENSEN, BOARD PRESIDENT



ATTEST: Bill Sampson

By: NOTARY PUBLIC

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

JOHN PALMER, Washington County School District Attorney

WASHINGTON CITY

TERRILL CLOVE, Mayor

ATTEST: _____

By: _____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF STATE OF UTAH.

STEVEN SNOW, Washington City Attorney

DATED this 25 day of March 1998.

COMMUNITY EDUCATION CHANNEL AGENCY (CECA)
THE SECOND AMENDED INTERLOCAL COOPERATION AGREEMENT

This **SECOND AMENDED INTERLOCAL COOPERATION AGREEMENT**, is entered into by and among the following parties: DIXIE STATE COLLEGE OF UTAH, a political subdivision and an institution of higher education of the State of Utah, HURRICANE CITY, a Utah municipal corporation and a political subdivision of the State of Utah, IVINS CITY, a Utah municipal corporation and a political subdivision of the State of Utah, ST. GEORGE CITY, a Utah municipal corporation and a political subdivision of the State of Utah, SANTA CLARA CITY, a Utah municipal corporation and a political subdivision of the State of Utah, WASHINGTON CITY, a Utah municipal corporation and a political subdivision of the State of Utah, WASHINGTON COUNTY, a Utah municipal corporation and a political subdivision of the State of Utah, WASHINGTON COUNTY SCHOOL DISTRICT, a political subdivision and an institution of the State Board of Education, and any other parties pursuant to the Interlocal Cooperation Act, Title 11 Chapter 13, Utah Code Amended by Chapter 26, 2002, as amended (the "Interlocal Cooperation Act") and the provisions of the Agreement. (These parties may be individually referred to below as "Public Entity" or "Sponsoring Public Entity" or, collectively referred to below as the "parties," the "Public Entities" or the "Sponsoring Public Entities.")

The Interlocal Cooperation Act authorizes public agencies, including political subdivisions of the State of Utah, to enter into mutually advantageous agreements to create a separate legal or administrative entity to accomplish their purpose, for the use, control and operation, or acquisition of facilities, and,

The Sponsoring Public Entities, through their respective governing bodies, have determined that the interests and welfare of the public within the general area of Washington County will best be served by the creation of such a separate entity by and through this Interlocal Cooperation Agreement to provide for the joint use, control and acquisition of facilities, and,

The respective governing bodies of the Sponsoring Public Entities, all of which are currently accessible to cable television, microwave, broadband and satellite signals to which Dixie State College of Utah facilities could link up, have by resolution agreed to provide specified funds to support or to otherwise finance a separate legal or administrative entity which will acquire, develop, enhance, maintain, and operate a Community Education Television Channel (the "CEC") that will allow and provide for student educational involvement and training as well as community access to

local civic, educational, athletic and cultural events, which channel will originate primarily from studios and facilities on the campus of Dixie State College of Utah as well as remote broadcasts in and out of Washington County, and,

The governing bodies of the Sponsoring Public Entities, in order to participate as described below, have, by resolutions, approved the Interlocal Cooperation Agreement to create a separate legal entity to meet the specified needs, receive the specified support or financing, and be vested with the various powers, duties, and responsibilities necessary to acquire, develop, enhance, maintain, and operate equipment and technology to perpetually sustain a Community Education Channel on the campus of Dixie State College of Utah or other designated facility as approved by the CECA.

NOW, in consideration of the foregoing provisions, and for other valuable consideration, the receipt and sufficiency of which are acknowledged by signatures below, the Sponsoring Public Entities agree as follows:

Section 1. SEPARATE ENTITY

Pursuant to the provisions of the Interlocal Cooperation Act, the Sponsoring Public Entities hereby create a separate legal entity and a political subdivision of the State of Utah (the "State") to accomplish the purpose of their joint and cooperative undertaking. The name of the entity so established is the COMMUNITY EDUCATION CHANNEL AGENCY (the "CECA").

Section 2. EFFECTIVE DATE, DURATION

This Interlocal Cooperation Agreement ("Agreement") shall become effective upon its approval and execution by the governing bodies of Dixie State College of Utah, Hurricane City, Ivins City, Washington County School District, St. George City, Santa Clara City, Washington City, Washington County and Washington County School District. The term of this Agreement shall be for a period of five (5) years from the effective date and shall automatically renew for successive five (5) year terms unless terminated as follows:

(1) Annual Review. This Agreement is subject to annual review and any party may terminate its involvement as a party under this Agreement by giving the other parties ninety (90) days written notice of its intent to terminate. Any calculations of funds remaining to be paid or to be refunded shall be made on a pro-rated basis.

(2) Lack of Funding. If the legislature fails to appropriate funds necessary for the College's performance under this Agreement or, if any other party cannot in the public interest continue the appropriation or allocation of funds necessary to meet its state financial commitments under this Agreement, then the affected party may provide written notice thereof to the other parties and terminate its involvement as a party under this Agreement without further obligation.

(3) Change in Law. This Agreement shall automatically terminate this Agreement upon a change in any law, regulation or rule, or the issuance of an Order by the Federal Communication Commission, that materially impacts a party's ability to perform under this Agreement.

(4) Breach or Default. Any non-defaulting party may terminate this Agreement upon written notice to the parties of a material breach or a material default under the terms, covenants and conditions of this Agreement, provided the defaulting party has not cured the breach or default within thirty (30) days after receipt of the written notice of the alleged breach or default.

Section 3. PURPOSE, ENABLING AUTHORITY

The purpose of this Agreement is to create the CECA and to vest in it all necessary, desirable and useful power and authority to acquire, develop, enhance, maintain, finance, dispose of, improve and operate equipment and technology, and to employ such means, persons, resources and powers within the meaning of the Interlocal Cooperation Act, to sustain a Community Education Channel, the primary facilities for which are to be located at Dixie State College of Utah or other facility as approved by the CECA.

The Sponsoring Public Entities do hereby empower the CECA with the requisite and necessary authority to maximize its ability to achieve its stated purposes, and do hereby enable it to exercise that authority in ways and by means as its Board of Directors deems necessary and proper.

The CECA shall have and is hereby granted the police power necessary and proper to accomplish its stated purposes, along with the power to enter into contracts, to make and enter into security agreements, trust agreements and indentures, to incur indebtedness, and to adopt such resolutions and to enter into any other financing agreements necessary or desirable to accomplish its stated purposes. Any borrowing made, indebtedness incurred, revenue bonds, notes or other obligations issued by the CECA in this effort shall constitute an obligation of the CECA only and not of any of the Sponsoring Entities unless specially agreed to by those Sponsoring Entities assuming such obligations.

The CECA is authorized and empowered to exercise all powers conferred upon any Sponsoring Public Entity by the Municipal Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated, 1953, as amended.

The CECA is authorized and empowered to sue and be sued in its own name, and to take actions, engage in transactions, enter into contracts with persons, companies, and firms for personnel and services and do all other things necessary, convenient or appropriate to accomplish its purposes or carry out its purposes.

The CECA is authorized and empowered to obtain, borrow and repay money, incur indebtedness, issue bonds, notes or other obligations, and offer, issue and sell warrants, options or other rights related to these bonds or notes, and obtain by purchase or otherwise the equipment and other necessary assets or material resources for the use and operation of an educational television channel and its related budget and production facilities located on the campus of Dixie State College of Utah.

Section 4. BOARD OF DIRECTORS

All powers of the CECA shall be exercised by or under the authority of, and the business and affairs of the CECA shall be governed and supervised by its Board of Directors (the "Board"). The Board shall have and exercise all such powers and duties under and pursuant to the Interlocal Cooperation Act and the laws of the State as may be necessary or desirable to accomplish and give effect to the purposes for which the CECA is created. The Board may take all such actions as may be necessary or desirable to exercise or carry out any of the powers of the CECA. The Board may adopt, and may amend from time to time, bylaws which shall contain provisions respecting (i) the holding and conduct of regular meetings of the Board, (ii) quorum and voting requirements, (iii) the election of directors and the appointment of any officers of the CECA (iv) the establishment and revision of the CECA's budget, and (v) such other matters as may be determined to be necessary or desirable by the Board. Meetings of the Board may be conducted in whole or in part by telephonic or electronic means as provided by the laws of the State and any applicable bylaws of the CECA.

The Board will consist of a defined number of board members, based on the participation factors described below, who will serve without compensation, with one member (1) to be appointed by the Hurricane City Council, as representative of Hurricane City, one (1) member to be appointed by the Ivins City Council, as representative of Ivins City, with one member (1) to be appointed by

the St. George City Council, as representative of St. George City one (1) member to be appointed by the Santa Clara City Council, as representative of Santa Clara City, one (1) member to be appointed by the Washington City Council, as representative of Washington City, one (1) member to be appointed by the Washington County Commission, as representative of Washington County, one (1) member to be appointed by the Washington County School District, as representative of the Washington County School District, and two (2) members appointed by the President of Dixie State College of Utah, as the representatives of Dixie State College of Utah.

Of these appointed Board members, those from Dixie State College of Utah and Washington County School District will not have their membership subject to funding commitments. The monetary offset can come from in-kind contributions of facility and equipment as well as student involvement in broadcasting and technical support. The other entities maintain membership subject to the terms of the FINANCING AGREEMENT, which is attached and incorporated herein by this reference. These entities may each add a second voting member to the Board contingent upon collection and payment of the one dollar per subscriber monthly surcharge to the CECA by television signal providers through such means as cable franchise agreements.

All Board members will serve without compensation. The term of service is subject to the desires of the appointing entity.

Each vacancy on the Board shall be filled by the Public Entity originally appointing the person leaving the Board. For example, if the St. George City representative leaves the Board, the St. George City Council will appoint someone to fill the vacancy. In a like manner, the Public Entity appointing a Board member may, as it deems appropriate, relieve and replace that Board member, if not otherwise subject to funding contingencies.

A binding vote of the Board may only occur if a quorum is present. Once the Board is fully constituted by approval and execution by all of the Public Entities, a simple majority of appointed members attending a formal meeting of the Board will constitute a quorum.

Section 5. OTHER ADVISORY COMMITTEES

The Board may organize other advisory committees to serve as needed. The members of the committees may be comprised of selected members of the Board and act as subcommittees, or the members may be selected from the Board, the various Participating Entities, and the communities. These committees may be organized as advisory, or they may have such authority delegated to them

by the Board, as the Board deems appropriate. A Programming Committee, for example, may be formed to give guidance or make suggestions regarding programs to be shown, or conflicts regarding proposed programs or schedules.

Section 6. REVENUE, FUNDING AND FINANCING

The financing, acquisition, development, enhancement, maintenance and operation of the Community Education Channel on the campus of Dixie State College of Utah shall be funded from revenues accruing, and collected pass-through fees assessed to cable television subscribers through the various cable television franchisees by CECA or the Public Entities, along with additional annual funding commitments by the Public Entities to the CECA as well as by revenues from donations and affiliate agreements with participating businesses. Details and specifics of funding formulas and commitments of the respective Participating Entities are found in the attached and herein incorporated FINANCING AGREEMENT.

Section 7. BUDGETING AND ACCOUNTING

Funds received by the CECA may be paid into, accounted for, budgeted and disbursed through the existing financial system at Dixie State College of Utah as a separate account pursuant to a separate Operations Agreement between the CECA and Dixie State College of Utah. An annual budget will be approved by the Board, which may authorize Dixie State College of Utah's Administration to disburse account balances to pay existing and accruing liabilities as they become due. Dixie State College of Utah shall have responsibility for the day-to-day operation, maintenance and management responsibility of the CECA pursuant to any such Operations Agreement with the CECA.

Section 8. PROGRAMMING

Programming on CEC shall be managed and controlled by the Board of Directors, under the detailed and specific terms and conditions listed in the attached and herein incorporated PROGRAMMING POLICY FOR CEC TELEVISION.

Section 9. TITLE

The CECA is authorized and empowered to hold title in its own name to any real or personal

property, equipment, asset or facility, and may grant such liens, security interests, or other encumbrances thereon as the Board deems necessary, proper or appropriate. The CECA may convey by sale, gift, or otherwise such title as it has to any personal property, equipment, asset or facility, on terms or conditions or by exchange of consideration as to the Board appears necessary, proper or appropriate.

Dixie State College of Utah shall have sole title to all broadcast and programming copyrights created by or through the CECA.

Section 10. INDEMNIFICATION

The parties to this Agreement are subdivisions of the State. Each of these parties agrees to indemnify and save the other parties to this Agreement harmless from damages, claims, suits and actions arising out of willful or negligent error or omission in connection with this Agreement or the operation of the CECA. It is expressly agreed among the parties that the Utah Governmental Immunity Act Section 63-30-1 et seq. shall apply and that the obligation to indemnify is limited to the dollar amounts in the Governmental Immunity Act Section 63-30-40.

Section 11. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Second Amended Interlocal Cooperation Agreement shall be placed on file with the respective recorders of St. George City, Santa Clara City, Washington City, Hurricane City, Ivins City and with the Superintendent of the Washington County School District, the President of Dixie State College of Utah, and Chairman of the Washington County Commissioners and shall remain on file for public inspection during the term of this Agreement.

Section 12. AMENDMENTS

This Agreement may be supplemented from time to time to add additional Public Entities, provided that each must be a "public agency" as defined in the Interlocal Agreement Act. Each supplement must be recommended and approved by a simple majority of the Board of Directors. Once any new Public Entity is added, the Board of Directors will be automatically enlarged to include one representative member from the new Public Entity.

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties,

(b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney as required by Section 11-13-9, Annotated (1953) as amended and (d) filed in the official records of each Party as provided above.

Section 13. SEVERABILITY

If any term or provision of this Interlocal Cooperation Agreement or its application is found by the Courts to be invalid or unenforceable, the remainder of this Agreement, or the application of its remaining terms or provisions to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected, and shall be enforced to the extent permitted by law. To the extent they are legally able; the parties waive any legal provision which would render any of the terms of this Agreement unenforceable.

Section 14. GOVERNING LAW

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liabilities of the parties, shall be governed by the laws of the State of Utah.

Section 15. MISCELLANEOUS

The Sponsoring Public Entities shall not be considered or understood to be partners, joint ventures or associated in any manner that obligates any of them for the obligations, defaults, or miscarriages of any Public Entity, or the CECA.

The Agreement may be executed in one or more counterparts, and each shall constitute and be regarded as an original.

IN WITNESS WHEREOF, the Sponsoring Public Entities have signed and executed this Interlocal Cooperation Agreement, after approval of their respective authorized attorneys, and after resolutions duly and lawfully passed by the governing board or council of each, on the date(s) listed below:

DIXIE STATE COLLEGE OF UTAH

_____

LEE G. CALDWELL, President

Attest: _____

Secretary: _____

Dated this _____ day of _____ 2007

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH AND DETERMINATION THAT THE PROVISION OF SERVICES AND FACILITIES BY DIXIE STATE COLLEGE OF UTAH IS AUTHORIZED UNDER STATE LAW; MARK SHURTLEFF, Attorney General, by

_____

KRISTIN ORME
Assistant Attorney General Counsel for Dixie State College of Utah

Dated this _____ day of _____ 2007

DIXIE STATE COLLEGE OF UTAH

Lee G. Caldwell
LEE G. CALDWELL, President

Attest: Marilyn F. Lamoreaux
Secretary: Assistant to the President

Dated this 30th day of March, 2007

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH AND DETERMINATION THAT THE PROVISION OF SERVICES AND FACILITIES BY DIXIE STATE COLLEGE OF UTAH IS AUTHORIZED UNDER STATE LAW; MARK SHURTLEFF, Attorney General, by

KRISTIN ORME
Assistant Attorney General Counsel for Dixie State College of Utah

Dated this _____ day of _____ 2007

HURRICANE CITY

_____
TOM HIRSCHI, Mayor

Attest: _____

By: _____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH

_____
FAY E. REBER, Hurricane City Attorney

Dated this _____ day of _____ 2007

HURRICANE CITY

Thomas B Hirschi

TOM HIRSCHI, Mayor

Attest: Michelle Thone

By: City Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH

Fay E. Reber

FAY E. REBER, Hurricane City Attorney

Dated this 3rd day of July 2008

CITY OF HURRICANE CORPORATE SEAL WASHINGTON COUNTY, UTAH

IVINS CITY

R. DAREN BARNEY, Mayor

Attest: _____

By: Kanyl Keanaaina - City Recorder

IVINS CITY Corporate Seal WASHINGTON COUNTY

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH

_____

DALE COULAM, Ivins City Attorney

Dated this 8th day of June 2007

ST. GEORGE CITY

Daniel D. McArthur

DANIEL D. McARTHUR, Mayor

Attest: Gay Craguw

By: City Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH

SHAWN GUZMAN, St. George City Attorney

Dated this 6th day of March 2007

SANTA CLARA CITY

RICK ROSENBERG, Mayor

Attest: _____

By: City Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH

RUSS GALLIAN, Santa Clara City Attorney

Dated this 11 day of April 2007

WASHINGTON COUNTY SCHOOL DISTRICT

_____

CAROLE MORRIS, Board President

Attest: _____

By: _____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH

_____

TERRY WADE, Washington County School District Attorney

Dated this _____ day of _____ 2007

WASHINGTON CITY

_____

TERRILL CLOVE, Mayor

Attest: _____

By: _____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH

_____

PAUL CHRISTENSEN, Washington City Attorney

Dated this _____ day of _____ 2007

WASHINGTON CITY

TERRILL CLOVE, Mayor

Attest: Janice B. Bullock

By: City Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH

JEFFREY N. STARKEY, Washington City Attorney

Dated this 6th day of April 2007

WASHINGTON COUNTY

JAMES EARDLEY, Commission Chairman

Attest: _____

By: _____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH

FOR BROCK BELNAP, Washington County Attorney

Dated this 1st day of APRIL 2008



COMMUNITY EDUCATION CHANNEL AGENCY (CECA)
FINANCING AGREEMENT

The parties to the **SECOND AMENDED INTERLOCAL COOPERATION AGREEMENT,** dated, _____ 2007, including Dixie State College of Utah, Hurricane City, Ivins City, St. George City, Santa Clara City, Washington City, Washington County and Washington County School District, ("Public Entities"), agree to fund the Community Education Channel Agency ("CECA") at Dixie State College of Utah by providing the following amounts per party per year, according to the terms of the Second Amended Interlocal Agreement, with the respective amounts payable annually on or by August 1st to the CECA Agency Account at Dixie State College of Utah.

For the municipalities, the amount is calculated at $1 per capita per year according to the US Census and population estimates, updated annually on July 1.

These amounts will change based upon the change in census, but are generally understood by all parties to be an on-going minimum funding amount.

As its contribution, Dixie State College of Utah will provide the use of its production facilities, experienced and expert production instructors, and student staff together with ongoing program production, taping, and channel programming, along with financial accounting, administrative support, day-to-day management and budgeting. The educational entities, Dixie State College and the Washington County School District, will be subject to annual review by the CECA for determining adjustments to monetary and in-kind contributions.

DIXIE STATE COLLEGE OF UTAH

_____

LEE G. CALDWELL, President

Attest: _____

Secretary: _____

Dated this _____ day of _____ 2007

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH AND DETERMINATION THAT THE PROVISION OF SERVICES AND FACILITIES BY DIXIE STATE COLLEGE OF UTAH IS AUTHORIZED UNDER STATE LAW; MARK SHURTLEFF, Attorney General, by

_____

KRISTIN ORME
Assistant Attorney General Counsel for Dixie State College of Utah

Dated this _____ day of _____ 2007

HURRICANE CITY

Thomas G. Hirschi

TOM HIRSCHI. Mayor

Attest: Michelle Thare

By: City Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH

Fay E. Reber

FAY E. REBER, Hurricane City Attorney

Dated this 3rd day of July 2008

CITY OF HURRICANE CORPORATE SEAL WASHINGTON COUNTY, UTAH

IVINS CITY

_____

R. DAREN BARNEY, Mayor

Attest: _____

By: _____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH

_____

DALE COULAM, Ivins City Attorney

Dated this _____ day of _____ 2007

ST. GEORGE CITY

Daniel D. McArthur

DANIEL D. McARTHUR, Mayor

Attest: Gay Cragun

By: City Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH

SHAWN GUZMAN, St. George City Attorney

Dated this 6th day of March 2007

SANTA CLARA CITY

RICK ROSENBERG, Mayor

Attest:

By: City Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH

RUSS GALLIAN, Santa Clara City Attorney

Dated this 11 day of April 2007

WASHINGTON COUNTY SCHOOL DISTRICT

_____

CAROLE MORRIS, Board President

Attest: _____

By: _____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH

_____

TERRY WADE, Washington County School District Attorney

Dated this _____ day of _____ 2007

WASHINGTON CITY

_____

TERRILL CLOVE, Mayor

Attest: _____

By: _____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH

_____

PAUL CHRISTENSEN, Washington City Attorney

Dated this _____ day of _____ 2007

WASHINGTON CITY

Terrill Clove

TERRILL CLOVE, Mayor

Attest: Daniel B. Bulloch

By: City Recorder



APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH

JEFFREY N. STARKEY, Washington City Attorney

Dated this 6th day of April 2007

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT, is entered into between DIXIE COLLEGE, an institution of higher education of the State of Utah, WASHINGTON COUNTY, a political subdivision of the State of Utah, WASHINGTON COUNTY SCHOOL DISTRICT, a political subdivision of the State of Utah, ST. GEORGE CITY, a Utah municipal corporation and a political subdivision of the State of Utah, HURRICANE CITY, a Utah municipal corporation and a political subdivision of the State of Utah, SANTA CLARA CITY, a Utah municipal corporation and a political subdivision of the State of Utah, WASHINGTON CITY, a Utah municipal corporation and a political subdivision of the State of Utah, IVINS CITY, an incorporated town and a political subdivision of the State of Utah, LA VERKIN CITY, an incorporated town and a political subdivision of the State of Utah, and TOQUERVILLE CITY, also an incorporated town and a political subdivision of the State of Utah.

The Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, authorizes public agencies, including political subdivisions of the State of Utah, to enter into mutually advantageous agreements for the joint use, control and operation, or acquisition of facilities; and,

Dixie College, Washington County, Washington County School District, St. George City, Hurricane City, Santa Clara City, Washington City, Ivins City, LaVerkin City, and Toquerville City, ("public entities"), through their respective governing bodies, have determined that the interests and welfare of the public within the general area of Washington County will best be served by this Interlocal Cooperation Agreement to provide for the joint use, control and acquisition of facilities; and,

The respective governing bodies of Dixie College, Washington County, Washington County School District, St. George City, Hurricane City, Santa Clara City, Washington City, Ivins City, LaVerkin City, and Toquerville City, all of whom are currently accessible to cable television signals with which Dixie College facilities could link up, have by resolution agreed to finance, acquire, develop, enhance, maintain, and operate a Community Education Television Channel that will allow and provide for student involvement and training as well as community access to local civic, athletic and cultural events, which channel will originate primarily from studios and facilities on the campus of Dixie College; and,

The governing bodies of Dixie College, Washington County, Washington County School District, St. George City, Hurricane City, Santa Clara City, Washington City, Ivins City, LaVerkin City, and Toquerville City, in order to participate as described below, have, by resolutions, approved this Interlocal Cooperation Agreement to provide for financing, acquisition, development, enhancement, maintenance and operation of such a Community Education Channel on the campus of Dixie College.

NOW, in consideration of the foregoing provisions, and for other valuable consideration, the receipt and sufficiency of which are acknowledged by signatures below, Dixie College, Washington County, Washington County School District, St. George City, Hurricane City, Santa Clara City, Washington City, Ivins City, LaVerkin City, and Toquerville City agree as follows:

Section 1. EFFECTIVE DATE; DURATION.

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval of it by the governing bodies of Dixie College, Washington County, Washington County School District, St. George City, Hurricane City, Santa Clara City, Washington City, Ivins City, LaVerkin City, and Toquerville City, and its execution by their appropriate presidents, mayors,

facilities located on the campus of Dixie College. The board of directors ("the board") will consist of eleven (11) board members, who will serve without compensation, with one (1) board member, appointed by the St George City Council, as representative of St. George City, one (1) board member to be appointed by the Washington County Commission, as representative of Washington County, one (1) board member to be appointed by the Washington County School Board, as representative of Washington County School District, one (1) member to be appointed by the Hurricane City Council, as representative of Hurricane City, one (1) member to be appointed by the Santa Clara City Council, as representative of Santa Clara City, one (1) member to be appointed by the Washington City Council, as representative of Washington City, one (1) member to be appointed by the Ivins City Council, as representative of Ivins City, one (1) member to be appointed by the LaVerkin City Council, as representative of LaVerkin City one (1) member to be appointed by the Toquerville City Council, as representative of Toquerville City and two (2) members appointed by the President of Dixie College, as the representatives of Dixie College.

The members of the board shall each serve for a two- (2) year term, with the exception of the first term in which the members from St. George, Hurricane, Santa Clara, Ivins and LaVerkin will serve only until June 30, 1996, in order that the terms may be staggered to prevent all future terms from expiring at once and preserve familiarity with and continuity in board business. The first term will commence upon signing of this document and the attached Financing Agreement, will run through June 30, 1997, and will circumstantially be shorter than a full two years.

The initial members of the Board of Directors of the Community Education Channel are:

St. George:	Royce Jones	Washington County:	Russell J. Gallian
Hurricane:		Washington Co. Schools:	Calvin R. Durfey
Santa Clara:	Richard Bovie	Washington City:	Norm Clemens
Ivins:	Christopher Blake	Toquerville:	
LaVerkin:		Dixie College:	Stan Plewe
		Dixie College:	Stan Everett

Each vacancy in the board shall be filled by the public entity originally appointing the person leaving the board. For example, if the St. George City representative leaves the board, the St. George City Council will appoint someone to fill the vacancy. In a like manner, the public entity appointing a board member may, as they deem appropriate, relieve and replace that board member. Otherwise, board members will serve for a two-year term, as stated above. Upon the expiration of a given term the public entity may appoint a new member, or that same member to a successive term.

A binding vote of the board may only occur if a quorum is present. Once the board is fully constituted by approval or non-participation of the various public entities, a simple majority of appointed members attending a formal meeting of the board will constitute a quorum. The board of directors is authorized to adopt bylaws and rules as they deem appropriate for their governance, and for the use and operation of the CEC. Subject to the terms of this Agreement, the board of directors shall have the powers and duties ordinarily enjoyed by the directors of a private corporation in operation of similar facilities.

Section 3. INDUSTRY CONSULTING COUNCIL.

The board shall establish an Industry Consulting Council ("the council"), made up of delegates from the various television and cable companies operating in the Washington County area. Each company may provide one delegate to the council. In order for a specific company to provide a delegate to the council, that company must:

(A) Be properly licensed to do business within Washington County, or within one of the other participating public entities;

(B) Be in good standing with all public entities with respect to license fees, and franchise(s), where appropriate;

(C) Have some direct and specific involvement with television or cable broadcasting, production, or transmission. (Mere signal marketing or reception will not generally qualify for membership); and,

(D) Have entered into an Affilliate Agreement with the board and thereby become a participating Affilliate, carrying the Community Education Channel as a part of their broadcast program package.

The council or its individual Affilliate delegates will advise the board, as the board deems helpful or necessary; however, the council is to be advisory only, and can not vote on decisions before the board.

Section 4. OTHER ADVISORY COMMITTEES.

The board may organize other advisory committees to serve as needed. The members of the committees may be comprised of selected members of the board and act as subcommittees; or the members may be selected from the board, the various Affilliates, and the communities. These committees may be organized as advisory; or they may have decision authority delegated to them from the board, as the board deems appropriate. A Programing Committee, for example, may be formed to give guidance or make decisions regarding programs to be shown, or conflicts regarding proposed programs or schedules.

Section 5. PURPOSES.

This Interlocal Cooperation Agreement has been established and entered into between Dixie College, Washington County, Washington County School District, St. George City, Hurricane City, Santa Clara City, Washington City, Ivins City, LaVerkin City and Toquerville City for the following purposes:

All legal purposes for which an Interlocal Cooperation Agreement may be created, and more specifically to finance, acquire, develop, enhance, maintain, and operate a community

education cable television channel that will allow and provide for student involvement and training as well as community access to local civic, athletic and cultural events, with the channel to originate primarily from studios and facilities on the campus of or provided by Dixie College.

Section 6. MANNER OF FINANCING

The financing, acquisition, development, enhancement, maintenance and operation of the Community Education Channel on the campus of Dixie College shall be financed according to the terms of a Financing Agreement among all participating public entities here, as well as with Affilliate Agreements with participating businesses. The Financing Agreement shall, upon becoming effective, become a part of this Interlocal Cooperation Agreement and be incorporated into it by this reference.

Section 7. BUDGETING AND ACCOUNTING.

It is understood and agreed that funds provided by the Financing Agreement and the Affilliate Agreements will be paid into, accounted for, budgeted and disbursed through the existing financial system at Dixie College as a separate account. An annual budget will be approved by the board of directors, which will authorize Dixie College's Administration to disburse account balances to pay existing and accruing liabilities as they become due, and will authorize and delegate to Dixie College the day to day operation, maintenance and management responsibility of the CEC, including the authority to contract for any and all services, equipment, and other items necessary for its operation, maintenance and management. The parties agree that Dixie College will have the authority to manage the CEC, but that the College is not authorized to bind the participating public entities to any obligation which will have the effect of exceeding or unilaterally increasing the annual contributions detailed in the Financing Agreement referred to above.

Section 8. TITLE.

Title and ownership of the CEC shall vest in and be held by Dixie College and no other party shall obtain any property interest in the equipment, broadcast or program content or the other facilities by virtue of this Agreement.

Section 9. INDEMNIFICATION.

The parties to this Agreement are subdivisions of the State of Utah. Each of these parties agrees to indemnify and save the other harmless from damages, claims, suits and actions arising out of the other party's negligent error or omission in connection with this Agreement or the operation of the CEC. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts in the Governmental Immunity Act, Section 63-30-34.

Section 10. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the Washington County Clerk, the Washington County School District, with the respective recorders of St. George City, Hurricane City, Santa Clara City, Washington City, Ivins City, LaVerkin City, Toquerville City and with the President of Dixie College, and shall remain on file for public inspection during the term of this Agreement.

Section 11. AMENDMENTS.

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney as required by Section 11-13-9, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party as provided above.

Section 12. SEVERABILITY.

If any term or provision of this Interlocal Cooperation Agreement or its application is found by the Courts to be invalid or unenforceable, the remainder of this Agreement, or the application of its remaining terms or provisions to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected, and shall be enforced to the extent permitted by law. To the extent they are legally able, the parties waive any legal provision which would render any of the terms of this Agreement unenforceable.

Section 13. GOVERNING LAW.

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties, shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the date(s) listed below:

DATED this _____ day of _____, 1995.

DIXIE COLLEGE

Robert C. Huddleston

ROBERT HUDDLESTON, President

ATTEST: _____

_____

Secretary

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH AND DETERMINATION THAT THE PROVISION OF SERVICES AND FACILITIES BY DIXIE COLLEGE IS AUTHORIZED UNDER STATE LAW: JAN GRAHAM, Attorney General:

_____

D. MICHAEL CARTER, Assistant Attorney General
Counsel for Dixie College

DATED this _____ day of _____, 1995.

WASHINGTON COUNTY COMMISSION

_____
GAYLE M. ALDRED, Chair

ATTEST:_____
By:_____
County Clerk

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

ERIC LUDLOW, Washington County Attorney

_____
Deputy County Attorney

DATED this _____ day of _____, 1995.

WASHINGTON COUNTY SCHOOL DISTRICT

_____
STEVEN H. PETERSON, Superintendent

ATTEST: Bill Sampson
By: Business Administrator

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

_____
JOHN PALMER, Attorney for Washington County School District

DATED this _____ day of _____, 1995.

ST. GEORGE CITY

_____
DANIEL D. McARTHUR, Mayor

ATTEST: Barbara Hunt
By: City Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

_____
GARY KUHLMANN, St. George City Attorney

DATED this _____ day of _____, 1995.

HURRICANE CITY

_____
GENE VAN WAGONER, Mayor

ATTEST:_____
By:_____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

_____
FAY E. REBER, Hurricane City Attorney

DATED this _____ day of _____, 1995.

SANTA CLARA CITY

_____
KENDRICK HAFEN, Mayor

ATTEST: _____
By: Administrator / Deputy Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

_____
JOHN PALMER, Santa Clara City Attorney

DATED this _____ day of _____, 1995.

WASHINGTON CITY

_____
TERRILL CLOVE, Mayor

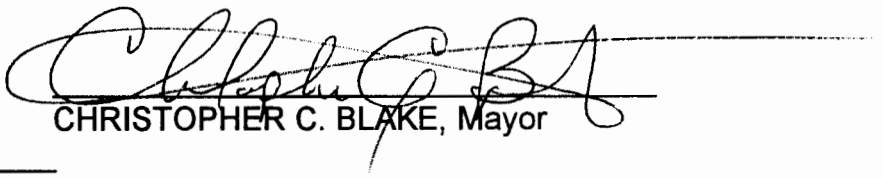
ATTEST:_____
By:_____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

_____
CHRIS L. ENGSTROM, Washington City Attorney

DATED this _____ day of _____, 1995.

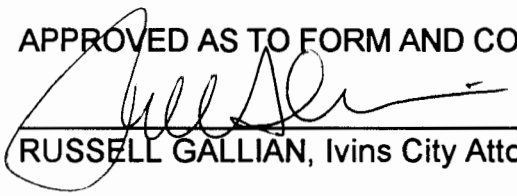
IVINS CITY



CHRISTOPHER C. BLAKE, Mayor

ATTEST:_____
By:_____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.



RUSSELL GALLIAN, Ivins City Attorney

DATED this _____ day of _____, 1995.

LA VERKIN CITY

_____
RAYMOND J. EVES, Mayor

ATTEST:_____
By:_____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

_____
V. LOWRY SNOW, LaVerkin City Attorney

DATED this _____ day of _____, 1995.

TOQUERVILLE CITY

_____
W. DELOS ELISON, Mayor

ATTEST:_____
By:_____

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH.

_____
JOHN PALMER, Toquerville City Attorney