



**NOTICE AND AGENDA
SANTA CLARA CITY COUNCIL MEETING
WEDNESDAY, AUGUST 13, 2025
TIME: 6:00 PM**

Public Notice is hereby given that the Santa Clara City Council will hold a Regular Meeting in the Santa Clara City Council Chambers located at 2603 Santa Clara Drive, Santa Clara Utah on Wednesday, August 13, 2025, commencing at 6:00 PM. The meeting will be broadcasted on our city website at <https://santaclarautah.gov>.

1. Call to Order:

2. Opening Ceremony:

- Pledge of Allegiance: Councilwoman Hinton
- Opening Comments: Pastor Daniel Solis, Iglesia Monte Zion

3. Conflicts and Disclosures:

4. Working Agenda:

A. Public Hearing(s) 6:00pm:

1. Public Hearing to receive public comments regarding proposed Updates to the Development Fee Schedule.
2. Public Hearing to receive public comments regarding proposed Annexation Petition for certain real property into the corporate limits of Santa Clara City.

B. Consent Agenda:

1. Approval of Minutes and Claims:
 - July 9, 2025, City Council Work Meeting
 - July 9, 2025, City Council Regular Meeting
 - July 30, 2025, City Council Special Meeting
 - Claims through August 13, 2025
2. Calendar of Events:
 - August 17-20, 2025, UAMPS Annual Meeting
 - August 27, 2025, City Council Work Meeting
 - August 27, 2025, City Council Regular Meeting
 - September 1, 2025, Labor Day (Offices Closed)
 - September 10, 2025, City Council Work Meeting
 - September 10, 2025, City Council Regular Meeting

C. General Business:

1. Discussion and action to consider approval of the Development Fee Schedule and approve Resolution No. 2025-14R. Presented by Jim McNulty, Planning Director.
2. Discussion and action to consider proposed Annexation Petition for certain real property into the corporate limits of Santa Clara City, located at 4405 W 1700 N, Parcel #7391-A-1-A, described as 51.24 acres and approve Ordinance No. 2025-14. Presented by Jim McNulty, Planning Director.

3. Discussion and action to award the Rap Tax. Presented by Ryan VonCannon, Parks Director.
4. Discussion and action to add Sabrina Fichter, Deputy Treasurer to the Bank Signature Card. Presented by Brock Jacobsen, City Manager.
5. Discussion and action for approval of Turf Buy Back Partnership with WCWCD. Presented by Dustin Mouritsen, Public Works Director.
6. Discussion and action to approve a 3rd Party Inspection Service Agreement with Independent Inspections, LLC. Presented by Cody Mitchell, Building Official.
7. Discussion and action to approve America250 Utah Logo Usage Agreement. Presented by Councilwoman Hinton.
8. Discussion and action to approve America250 Memorandum of Understanding between America 250 Utah Commission and City of Santa Clara. Presented by Councilwoman Hinton.

5. Reports:


A. Mayor / Council Reports

6. Closed Meeting 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.

The undersigned, duly appointed City Recorder hereby certify that the above notice and agenda was posted within the Santa Clara City limits on this 7th day of August 2025 at the 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.


Selena Nez, CMC
City Recorder

**SANTA CLARA CITY COUNCIL WORK MEETING
WEDNESDAY, JULY 9, 2025
MEETING MIUNTES**

THE CITY COUNCIL FOR SANTA CLARA CITY, WASHINGTON, UTAH, met for a Work Meeting on Wednesday, July 9, 2025, at 4:00 p.m. in the Council Chambers located at 2603 Santa Clara Drive, Santa Clara, Utah. The meeting will be broadcasted on our city website at <https://santaclarautah.gov>.

Present: Mayor Rosenberg
Councilman Jarett Waite
Councilman Dave Pond
Councilwoman Christa Hinton
Councilwoman Janene Burton
Councilman Ben Shakespeare (via Zoom)

Staff Present: Brock Jacobsen, City Manager
Selena Nez, City Recorder
Matt Ence, City Attorney
Jim McNulty, Planning Director
Cody Mitchell, Building Official
Dan Cazier, Fire Chief
Dustin Mouritsen, Public Works Director
Gary Hall, Power Director
Ryan VonCannon, Parks Director
Lance Haynie, Government Affairs Director
Jaron Studly, Police Chief

1. Call to Order

Mayor Rick Rosenberg called the Santa Clara City Council Work Meeting to order at 4:01 p.m.

2. Working Agenda

A. General Business:

1. Update on Cox Auditorium Renovation. Presented by Lowry Snow.

Former State Representative, Lowry Snow, presented an update on the Cox Auditorium renovation project. He shared detailed information about the scope of the changes, including a new rehearsal hall on the upper level and a redesigned foyer area on the lower level.

During the discussion, Councilwoman Burton asked if the project had been included in the budget. Mayor Rosenberg explained that while it was not specifically in the budget, the Council had previously expressed consensus about wanting to participate and support the renovation. He noted that the city would need to work with City Manager Brock Jacobsen to determine an appropriate amount for contribution.

Councilwoman Hinton asked if the City could split their donation across multiple fiscal years. Mr. Snow confirmed this would be possible.

Councilwoman Burton inquired about ways to inform Santa Clara residents about opportunities to donate privately to the project. The Council agreed to include information in the city newsletter to encourage community support.

2. Discussion Regarding Playground Equipment for Black Rock Park. Presented by Ryan VonCannon, Parks Director.

Parks Director, Ryan VonCannon, presented an updated playground equipment design for Black Rock Park. He explained that the initial version had been priced at \$75,000, but the revised design now costs just over \$116,000.

Mr. VonCannon detailed the features of the new playground, explaining that they were maximizing the available space based on required clearances for each piece of equipment. The design includes:

- A cone climbing structure that spins
- A green spinning post in the corner
- Three toddler swings placed under the main playground structure
- A climbing hut structure that replaced a previously proposed extension with climbing chains
- Reoriented swings to accommodate clearance requirements

Ryan mentioned that the current swing configuration would not pass inspection today due to insufficient clearance. Mr. VonCannon also noted that playground equipment costs have increased significantly over the past five years, citing that the Swiss Pioneer Memorial playground built in 2020 for \$75,000 would cost \$400,000-\$500,000 today.

The Council expressed their approval of the design, particularly the addition of the toddler swings, and gave a thumbs up to proceed with the project.

3. Discussion Regarding Development Fee Schedule. Presented by Jim McNulty, Planning Director.

Planning Director, Jim McNulty, presented proposed changes to the City's development fee schedule following a previous discussion on June 11th. He highlighted several proposed fee adjustments:

- Administrative Appeal: Maintain as 100% of the Administrative Law Judge fee at \$350 per hour, based on recent experience where a case costs over \$3,000.
- General Plan Amendment: Reduce from \$1,000 to \$750, plus acreage fees.
- Additional Dwelling Unit (ADU): Keep at \$100 instead of raising to \$150 to encourage ADU development.
- Special Event Permit: Maintain at \$150 for standard events but increase to \$300 for events with 500+ attendees.

Mr. McNulty also discussed additional fee considerations:

- Adding a fee to set power meters for events.
- Charging for use of city facilities during events.
- Adding Park usage fees to special event permits.
- Increasing commercial business license fees from \$50 to \$150.
- Increasing liquor license fees for single events and on-premises licenses.

Mr. McNulty emphasized that the proposed fees were designed to cover the costs of staff time and consultants, not to generate profit. He noted that he would bring the fee changes back for council adoption by ordinance in August.

Councilman Pond asked about the on-premises liquor license and whether it covered grocery or convenience store sales. Mr. McNulty and City Attorney Matt Ence clarified that the state handles different types of establishments with separate license classifications, and they would look at potentially adding different categories to the fee schedule. The Council expressed general support for the proposed fee changes.

4. Discussion Regarding Turf Buy Back Program. Presented by Dustin Mouritsen, Public Works Director.

The Public Works Director, Dustin Mouritsen, presented a proposal to use \$82,000 in excess water use surcharge funds for a turf buyback program. He explained that Washington County Conservancy District was offering this money back to Santa Clara, but it must be used for water conservation projects.

Mr. Mouritsen proposed partnering with the Conservancy District to enhance their existing turf buyback program. The District would handle all administrative aspects including accounting, inspections, and payments. The partnership would:

- Offer an additional \$500 per property (approximately \$1 per square foot up to 500 square feet).
- Be promoted through social media, newsletters, and the city website.
- Include joint branding with both the city and district logos.

Mayor Rosenberg noted that the incentive would help residents who might be on the fence about removing turf, particularly those using culinary water for irrigation. Mr. Mouritsen confirmed that funds must be allocated to a project by December 2026.

After discussion, the Council reached consensus to proceed with the \$500 per property incentive (calculated as \$1 per square foot up to 500 square feet maximum). This approach would allow approximately 160 homes to participate in the program.

3. Staff Reports

Various department heads provided updates:

Police Chief, Jaron Studley reported:

- Officer Katie Whipple is two weeks from working independently.
- Officer Brian Peluffo is attending advanced accident reconstruction training.
- Detective Trevor Muse solved a case using the newly implemented license plate reader technology.
- The department conducted mass casualty incident training at Lava Ridge.
- Four officers assisted with a critical incident in St. George involving over 100 law enforcement officers.
- The department is actively enforcing regulations on golf carts, having impounded two in the previous month.

Parks Director, Ryan VonCannon reported:

- Hired Logan Marshall for an open field position.
- Reopened the pickleball courts after resurfacing four courts instead of the originally planned three.
- An Eagle Scout is working on a project in the arboretum.
- The booster pump for Gubler Park is awaiting electrical parts and should be installed the following week.

Power Director, Gary Hall reported:

- Three recently hired employees are doing well, with two starting apprenticeships in August.
- Staff has been replacing old poles.
- Experiencing ongoing issues with generators 1 and 4.

Public Works Director, Dustin Mouritsen reported:

- Completed the city's consumer confidence report with no violations.
- New striping on Pioneer Parkway has improved traffic flow.
- Hired a part-time street sweeper operator.
- Sent out an RFP for the Western Corridor alignment study.

- Leased new equipment including a hydro excavating vac trailer.
- Successfully implemented automated notifications for constant water usage through MyMeter and Yopify.

Fire Chief, Dan Cazier reported:

- Staff returned from the Forsyth fire deployment on July 4th.
- The department deployed again to Sonoma, California.
- Had about half a dozen small fires on July 4th, primarily in garbage cans and dumpsters.
- Participated in mass casualty incident training focused on schools.
- Filled two open positions with Logan Costello (Engineer Paramedic) and AJ Weir (Firefighter).

Building Official, Cody Mitchell reported:

- The department ended the fiscal year near projections.
- Currently has 10 permits in process.
- Has an open building inspector position with multiple applicants.
- Building improvements including carpet base replacement and carport construction.

Planning Director, Jim McNulty reported:

- Held a General Plan Update steering committee meeting.
- Provided updates on several local businesses:
- Mimi and Cocoa kids project expects a ribbon cutting in August/September.
- A Korean skincare business is moving into a space (previous Blow Dry Bar) on Pioneer Parkway.
- A potential ice cream shop is being considered for the previous Thrive drip spa location.

City Manager, Brock Jacobsen reported:

- Working on fiscal year-end wrap up and audit preparation.
- Met with Black Desert group regarding construction activities.
- Planning to distribute binders of bison artist options for council review.
- Announced the National League City Summit in Salt Lake City from November 19-22.
- Planning to create informational videos featuring different city departments.

4. Adjournment

Mayor Rosenberg adjourned the work meeting at 5:20 p.m., noting they would reconvene at 6:00 p.m. for the regular meeting.

Selena Nez
City Recorder

Approved: _____

**SANTA CLARA CITY COUNCIL MEETING
WEDNESDAY, JULY 9, 2025
MEETING MIUNTES**

THE CITY COUNCIL FOR SANTA CLARA CITY, WASHINGTON, UTAH, met for a Regular Meeting on Wednesday, July 9, 2025, at 6:00 p.m. in the Council Chambers located at 2603 Santa Clara Drive, Santa Clara, Utah. The meeting will be broadcasted on our city website at <https://santaclarautah.gov>.

Present: Mayor Rosenberg
Councilman Jarett Waite
Councilman Dave Pond
Councilwoman Christa Hinton
Councilwoman Janene Burton
Councilman Ben Shakespeare (via Zoom)

Staff Present: Brock Jacobsen, City Manager
Selena Nez, City Recorder
Matt Ence, City Attorney
Jim McNulty, Planning Director
Cody Mitchell, Building Official
Dan Cazier, Fire Chief
Dustin Mouritsen, Public Works Director
Gary Hall, Power Director
Ryan VonCannon, Parks Director
Lance Haynie, Government Affairs Director
Jaron Studly, Police Chief

1. Call to Order

Mayor Rick Rosenberg called the regular scheduled meeting to order at 6:00 p.m.

2. Opening Ceremony

Pledge of Allegiance: Councilwoman Burton

Opening Comments: Rajan Zed, President, Universal Society of Hinduism

3. Conflicts and Disclosures

Mayor Rosenberg asked if any council members had conflicts of interest to disclose regarding items on the agenda. No conflicts were disclosed.

4. Working Agenda

A. Public Hearing(s) 6:00 pm

None scheduled.

B. Consent Agenda

1. Approval of Minutes and Claims:
 - June 25, 2025, City Council Regular Meeting
 - Claims through July 9, 2025
2. Calendar of Events:
 - July 23, 2025, City Council Work Meeting (Cancelled)
 - July 23, 2025, City Council Regular Meeting (Cancelled)
 - July 24, 2025, Pioneer Day (Offices Closed)
 - August 13, 2025, City Council Work Meeting
 - August 13, 2025, City Council Regular Meeting

Motion: Councilman Pond moved to APPROVE the consent agenda as presented. Councilman Waite seconded the motion. Roll call vote: Waite - Aye, Pond - Aye, Hinton - Aye, Burton - Aye, Shakespeare - Aye. Motion passed unanimously.

C. General Business

1. Discussion and action to award the bid for River Front Drive, River Front Circle and Tamarisk Drive Water Line Replacement Project. Presented by Dustin Mouritsen, Public Works Director.

Dustin Mouritsen, Public Works Director, presented the water line replacement project. He explained that over the past four years, the city has been building up a renewal and replacement account in the water department to avoid having to pursue bonds like they're currently still paying on. Mouritsen conducted an inventory of infrastructure needing replacement, starting with the oldest. The project includes River Front Circle and River Front Drive, which have old C900 waterline PVC services that require repairs at least a half a dozen times to a dozen times a year. The next area is Tamarisk Drive in the Heights, continuing where the last project left off.

Five contractors showed interest in the bid. The bids received were: Index at \$355,000, Feller at \$279,000, M&T at \$273,000, Valley Underground at \$270,000, and Whittaker at \$253,000. For materials, three suppliers were contacted (Mountain Land, Ferguson, and Scholzen), with bids coming within \$1,000 of each other. Mountain Land submitted the winning bid.

With bids coming in \$100,000 under the engineer's estimate for this \$500,000 project (just over \$400,000), Mouritsen approached the lowest bidder about adding three cul-de-sacs that branch off Tamarisk Drive: Bird Circle, Hassel Circle, and Desert Dawn Drive. The total project cost with these additions would be \$491,215.65, with Mountain Land supplying materials for \$181,760.65 and Whitaker Construction handling installation for \$309,455.

Motion: Councilman Waite moved to award the bid for materials to Mountain Land Supply Company in the amount of \$181,760.65, and installation of the new water lines to Whitaker Construction in the amount of \$309,455 for a total project cost of \$491,215. Councilwoman Burton seconded the motion. Roll call vote: Waite - Aye, Pond - Aye, Hinton - Aye, Burton - Aye, Shakespeare - Aye. Motion passed unanimously.

2. Discussion and action to consider a proposed Rezoning and Project Plan for undeveloped property at the intersection of Pioneer Parkway and Red Mountain Drive and directly east of the Harmon's Shopping Center and approve Ordinance No. 2025-12. Cole West LLC, applicant. Presented by Jim McNulty, Planning Director.

Jim McNulty, Planning Director, presented the rezoning request from Cole West LLC for property on the northwest corner of Pioneer Parkway and Red Mountain Drive, directly east of the Harmon's Shopping Center. The applicant is requesting to rezone the 6.91 acre property from Planned Development Residential to Planned Development Commercial to allow for a commercial development project.

Mr. McNulty explained that the applicant has been working on various iterations of this project for several months and had previously presented a concept plan during a council work meeting. The previous applicant for this property was Silverado LLC, with public hearings held in 2022 and 2023. Previous plans included a small amount of commercial along Pioneer Parkway, an apartment complex, and "man cave units" with second story living space.

The current project plan shows two primary access points - one off Pioneer Parkway and one off Red Mountain Drive. With an internal reciprocal access providing connection to the Harmon's Shopping Center. The plan includes pedestrian crossings and six-foot paths throughout. Building elevations were presented, including a medical office building at approximately 34 feet in height (the zone allows 35 feet), making it the tallest proposed building. Building materials include brick, CMU block, metal paneling, metal awning, stucco, and glazing along street frontages. Each individual site plan

will require PDC amendment and site plan review by both the Planning Commission and City Council.

The project shows 389 parking spaces, though Mr. McNulty noted this number will likely change as the project builds out and actual tenant needs are determined. The applicant will be required to meet water efficiency landscaping and conservation standards, and all lighting must be shielded and directed downward with parking lot lighting limited to 16 feet in height including the base.

Mr. McNulty confirmed that the traffic impact study by Focus Engineering showed acceptable levels of service at all intersections through 2033, aided by the traffic signal at Pioneer Parkway and Red Mountain Drive that became operational in October 2024. A development agreement is being finalized between the city and the applicant.

The General Plan includes a Main Street commercial land use designation for this property, making the proposed PDC zone compliant. McNulty reviewed the eight rezoning criteria, confirming the proposal meets all requirements. At the June 26, 2025, Planning Commission public hearing, approximately 15 residents attended with four speaking on this item. The Planning Commission recommended approval with 14 conditions, with staff adding a 14th condition requiring a final development agreement.

Councilman Shakespeare asked about shared parking arrangements and fencing between commercial and residential areas. He expressed concern about the amount of parking shown, suggesting it might limit commercial opportunities. Councilman Pond raised concerns about the driveway access on Pioneer Parkway, suggesting it should be right-in, right-out only to avoid conflicts with the Harmon's exit and Red Mountain Drive.

McKenna Christensen, representing Cole West, addressed the Council's questions. She confirmed that CC&Rs would include shared parking among all commercial pads. Regarding the parking amount, she explained it was based on typical retailer requirements (5 spaces per 1,000 square feet for retail, 10 per 1,000 for restaurants) but acknowledged it would likely be reduced as individual site plans are developed. She stated they plan to install fencing between the residential and commercial areas, except for the eastern pedestrian access point.

Ms. Christensen provided an update on tenant interest, stating they've been really impressed with the number of tenants that have been really interested in locating in Santa Clara City. While unable to disclose specific names, she mentioned interest from fast casual to full-service restaurants, cafes, coffee shops, bike and recreation shops, and medical offices. She hoped to begin publicly signing tenants within 30 days.

Councilman Waite emphasized the importance of pedestrian access between Harmon's and this development, allowing residents to walk from residential areas all the way to Harmon's without driving. Regarding signage, he noted that neighbors have asked that signage be considerate of residential areas across the street to avoid lighting up backyards, referencing issues with the Buck's Ace sign affecting nearby homes.

Motion: Councilwoman Hinton moved to APPROVE the proposed rezoning and project plan for undeveloped property at the intersection of Pioneer Parkway and Red Mountain Drive and approve Ordinance No. 2025-12 as presented with the conditions listed in the report from staff and planning commission. Councilman Pond seconded the motion. Roll call vote: Waite - Aye, Pond - Aye, Hinton - Aye, Burton - Aye, Shakespeare - Aye. Motion passed unanimously.

3. Discussion and action to consider a proposed PDR Zone Amendment and Project Plan for the undeveloped property at the intersection of Pioneer Parkway and Red Mountain Drive and directly northeast of the Harmon's Shopping Center and approve Ordinance No. 2025-13. Cole West LLC, applicant. Presented by Jim McNulty, Planning Director.

Jim McNulty presented the residential component of the Cole West project, located on 7.35 acres directly north of the commercial property just approved. The project plan includes 80 total residential units: 58 two-story front-loaded townhomes, 12 three-story rear-loaded units, and 10 small single-

family lots averaging 3,500 square feet. This results in a project density of 10.9 units per acre, which exceeds the base density of 8 units per acre in the PDR zone.

The applicant is requesting a density bonus of 2.9 units per acre (the zone allows up to 12 units per acre). Mr. McNulty explained that density bonus criteria include exceptional building design and materials, site design, landscaping, and project amenities. The front-loaded townhomes will be 3-4 bedrooms with 2.5 baths and 2-car garages, ranging from 1,550 to 1,850 square feet and approximately 26 feet in height. The rear-loaded three-story units will have 4 bedrooms, 3.5 baths, 2-car garages, range from 1,800 to 1,850 square feet, and be approximately 34 feet in height. Building materials include brick wainscot, stucco, and asphalt shingle roofs, with three different color packages proposed.

Project amenities include a dog park with shade structure adjacent to Rachel Drive, a picnic area with pavilion, a playground with shade structure, a fire pit with outdoor seating, and additional open space with walking paths. The project provides 32% open space (2.3 acres), exceeding the 30% minimum requirement. The city will install a section of the Lava Flow Trail behind the single-family lots as part of the 2018 Trails Master Plan.

The project includes a 45-foot public right-of-way connecting Rachel Drive with Red Mountain Drive, featuring 30 feet of pavement, a 2.5-foot curb and gutter on each side, and 5-foot sidewalks. A 26-foot private driveway with a 5-foot sidewalk (total of 31') on one side will provide access to 34 of the 80 townhome units. The project provides double the required parking, with each unit having a 2-car garage and 2-car driveway, plus 10 guest parking spaces.

Mr. McNulty noted that the Planning Commission added two conditions at their June 26, 2025, meeting: Condition 17 restricts rentals to a maximum of 35% of the project (based on typical rental rates of 30-35% for similar projects), and Condition 18 requires finalizing the development agreement with city staff. He also highlighted that half the acreage is being developed as commercial, which the previous applicant was unable to do, as justification for the density bonus.

Mayor Rosenberg raised several technical concerns. He requested fire hydrants be located in gaps between buildings along the Lava Flow wash for fire department access, noting the wash is a high fire hazard area. He asked about grading plans and was told the entire site would be graded at once, requiring approximately 25,000 cubic yards of fill (19,000 for residential, 6,000 for commercial), with Black Desert potentially providing excess fill. The mayor also asked about walls adjacent to the wash and access controls for the single-family lots backing onto the trail.

McKenna Christensen addressed the Council's questions. She confirmed they plan to grade the entire site at once, with the decision to bring in more fill driven by the need to match elevations for the Harmon's cross-access easement. She stated they would install a wall adjacent to the wash (specifications to be determined at preliminary plat) and that single-family lots would be fenced, though homeowners could install gates swinging into their yards. Ryan VonCannon, Parks Director, expressed preference for residents to access the trail from Red Mountain Drive rather than directly from their backyards due to sight distance concerns with bikes on the trail.

Regarding ownership and rental restrictions, Ms. Christensen provided background on the Planning Commission's concerns about units becoming rentals rather than owner-occupied. She explained they sell all units as owner-occupied and typically restrict rentals to 30-50% in their communities, requiring HOA approval for rentals. She agreed that the rental restriction in the CC&Rs is more important than the ownership limitation, which is easily circumvented through LLC formation.

The discussion revealed that the three-story units are centrally located near the amenities (appearing more orange on the plan), heights vary from 26 feet for two-story to 33.9 feet for three-story units and retaining walls between the townhomes and Harmon's range from 2.5 to 5 feet. Councilwoman Hinton suggested the dog park's proposed turf should include shade structures since turf gets hot.

Motion: Councilwoman Hinton moved to APPROVE the proposed PDR zone amendment and project plan for the undeveloped property at the intersection of Pioneer Parkway and Red Mountain Drive directly northeast of Harmons and approve Ordinance No. 2025-13 including the conditions from the planning commission. Councilman Pond seconded the motion. Roll call vote: Shakespeare - Aye, Burton - Aye, Hinton - Aye, Pond - Aye, Waite - Aye. Motion passed unanimously.

4. Discussion and action to consider a proposed Plat Amendment for the Silverado Santa Clara Subdivision. Cole West LLC, applicant. Presented by Jim McNulty, Planning Director.

Jim McNulty presented a straightforward plat amendment request. The property is currently subdivided into three lots (Lots 1, 2, and 3) by Silverado LLC, who previously sold Lot 4 to Intermountain Health. The applicant seeks to reconfigure from three lots to two lots to match the zoning line approved in the previous items. The result would be Lot 2 at 6.91 acres for commercial use and Lot 1 at 7.35 acres for residential use.

Mr. McNulty explained this amendment is necessary because the projects will be built separately as two different developments. The Planning Commission held a public meeting on June 26, 2025, and recommended approval with four conditions. The subdivision will be renamed from Silverado Santa Clara to CW Santa Clara Mixed Use Subdivision.

City Manager, Brock Jacobsen asked for clarification about a notation on the plate showing a storm drain pipe easement where the trail should be in the northeast corner of Lot 1. McKenna Christensen confirmed it should be labeled as a trail easement and that they have comments from City staff to update. She also noted they're working on relocating the sewer easement into the public driveway and coordinating with both Santa Clara and St. George on vacating the current easement.

Councilwoman Burton made the motion referring to it as a subdivision plat amendment summary, and there was brief discussion to clarify the proper name of the new subdivision. The motion was amended to reflect the correct name.

Motion: Councilwoman Burton moved to APPROVE the proposed plat amendment for the Silverado Santa Clara Subdivision from Cole West LLC. Councilman Waite seconded the motion. The motion was clarified to approve the amendment now known as the CW Santa Clara Mixed Use Subdivision subject to conditions from the Planning Commission. Roll call vote: Waite - Aye, Pond - Aye, Hinton - Aye, Burton - Aye, Shakespeare - Aye. Motion passed unanimously.

5. Discussion and action for a Conditional Use Permit for a Club Use at Arcadia Vacation Resort to operate recreational facilities. Robert Smith, applicant. Presented by Jim McNulty, Planning Director.

Jim McNulty presented Robert Smith's application for a conditional use permit for a club use to operate recreational facilities at Arcadia Vacation Resort. The facilities would be located on parcel SC-ARVA-1-CLUB and include a clubhouse, parking lot, pool, lazy river, water slide, hot tubs, and poolside snack shack.

Mr. McNulty provided background, explaining that Arcadia Vacation Resort Phase 1 was approved in 2017 with the final subdivision plat recorded in January 2018. The approval included a conditional use permit for short-term nightly rentals in the PDR zone. The project amenities were intended for all users, and the subject property was shown as common area labeled future amenity site on the recorded plat. However, the property was later subdivided from the original plat in February 2018, approximately six weeks later, and given the parcel number for the club. The 1.35-acre area was subdivided without the city's knowledge at that time.

Mr. McNulty reviewed the conditional use standards including noise (primarily from swimming and recreation, with music played softly in the clubhouse), odors (not an issue with proper trash containment), aesthetics (architectural style deliberately designed to harmonize with villas), safety (all requirements met), traffic (minimal as most guests walk from villas), hours of operation (specific hours for pool, clubhouse, gym, and snack shack), utility capacity (sufficient), and public health compliance.

Additional concerns identified by City staff and legal counsel were addressed. The recreational facilities are located on three privately owned parcels: the club parcel and two additional parcels (ARVA-279 and ARVA-280) responsible for maintaining and operating the resort. These facilities must remain dedicated solely to the resort and not be used for external commercial purposes.

A parking study by Avenue Consultants evaluated parking demand. While city code would require more spaces for commercial pool use, the study determined the operational parking needs are different. The 45 parking stalls at the pool and clubhouse adequately meet peak demand of approximately 38 vehicles. This allows for a maximum of 76 outside daily users (based on 2 persons per vehicle) to be sold for the busiest day at the resort. The Planning Commission forwarded a recommendation for approval with six conditions and three findings.

Councilman Waite asked about the parking agreement between the club entity and the HOA for shared use of parking around the lap pool and barbecue area. Robert Smith confirmed such an agreement exists. Waite then expressed concern about ensuring the club remains accessible to HOA members, worried about a "nuclear option" where a wealthy buyer could purchase the parcel and close access to the HOA. He suggested adding a condition that the club will always be accessible to HOA members.

Robert Smith responded at length, stating there has never been any intent to shut out homeowners from resort facilities. He explained the hypothetical scenario of someone buying it and restricting access was, so far out there that's never going to happen. He noted that club membership fees cover only about 30% of operating expenses, with 70% covered elsewhere. Smith explained why HOA dues and club dues are separate - it gives homeowners the option to be club members or not and helped with mortgage qualifications by not burdening all homeowners with an additional \$350-400 monthly fee. He read from their club membership plan stating that primary use for the clubhouse is for homeowners of Arcadia and that residents are entitled to access all Arcadia Resort Clubhouse facilities and events and activities and classes.

Councilman Pond asked about condition 4, which states facilities must remain dedicated solely to the resort and shall not be used for external commercial purposes, questioning if the conditional use itself would be considered an external commercial purpose. Matt Ence clarified this was to ensure the club's use remains self-contained and doesn't become an extension of Black Desert South or something like that.

City Manager, Brock Jacobsen clarified that parcels 279 and 280 contain laundry facilities that must only be used for Arcadia Resort laundry, not commercial laundry services. This led to confusion about the wording of condition 4, with Councilwoman Hinton noting it seemed to prohibit selling pool passes to non-owners, which conflicted with condition 5 allowing up to 76 outside daily users.

The Council decided to modify condition 4 by removing the club parcel reference and limiting it to the maintenance facilities on parcels 279 and 280. They would then add a new condition 7 specifically addressing HOA member access to the club facilities.

Fire Chief, Dan Cazier explained that every time he's driven by, someone has been parked in the emergency access area - either maintenance trucks or golf carts. Despite requests to paint curbs red, this hasn't been done. He emphasized his passion for quick access, noting they'd responded to two drownings at the facility. Robert Smith committed to getting the curbs painted and instructing staff not to park there.

Motion: Councilwoman Hinton moved to APPROVE the conditional use permit for a club use to operate the recreational facilities located on parcel SC-ARVA-1-CLUB as presented with conditions as set out 1 through 8, the language that Matt Ence dictated and ensuring that number 8 is pursuant to Chief Cazier's approval, subject to legal review. Councilwoman Burton seconded. Roll call vote: Waite - Aye, Pond - Aye, Hinton - Aye, Burton - Aye, Shakespeare - Aye. Motion passed unanimously.

6. Discussion and action for an Amendment to the existing Conditional Use Permit allowing for short-term rentals within the Arcadia Vacation Resort. Robert Smith, applicant. Presented by Jim McNulty, Planning Director.

Jim McNulty presented an amendment to the existing conditional use permit for short-term rentals at Arcadia Vacation Resort. He explained that the original plat was recorded in 2018, Phase 2 in 2018 (amended in 2020), and Phase 3 in 2021. The overall approval included 78 units within three project phases with a conditional use permit for short-term nightly rentals.

The application specifically requests that HOA recreational amenities be separated from the club use recreation amenities just approved in the previous item. The HOA recreational amenities include: a lap pool, a 47x75 pool house building with restrooms and storage, RV and boat parking lot, 2 pickleball courts, 6 cornhole boards, a 6-foot round fire pit with chairs, large pavilion with picnic tables, grass area for games and recreation, landscaping, and walking trails and sidewalks. McNulty referred to this as a base amenity package for all owners within the Arcadia Resort.

The project exceeds open space requirements with 35% common area (7.86 acres) compared to the 30% minimum. The project complies with code requirements for both parking and recreational amenities for short-term vacation rentals. The Planning Commission held a public meeting on February 27, 2025, and forwarded a recommendation of approval with 5 conditions and the same 3 findings as the previous application.

Matt Ence provided clarification before discussion, explaining this is an amendment to an existing permit, not a new one. The reason for bringing it forward was to give Council the opportunity to review the short-term rental conditional use permit after splitting the resort uses into a separate permit. He stated it essentially comes down to two things: ensuring amenities are sufficient for short-term rental use and confirming parking is sufficient.

Motion: Councilman Waite moved to APPROVE the conditional use permit for allowing short term rentals within the Arcadia vacation resort with the staff's recommendations and findings as presented. Councilman Pond seconded the motion. Roll call vote: Waite - Aye, Pond - Aye, Hinton - Aye, Burton - Aye, Shakespeare - Aye. Motion passed unanimously.

5. Reports

A. Mayor / Council Reports

Councilman Shakespeare has nothing to report.

Councilwoman Burton reported she had nothing.

Councilwoman Hinton provided an extensive report:

- Attended the LPC Housing Advisory Subgroup on June 26th, where they discussed collecting data from municipalities to share with legislators while ensuring it's not burdensome. She shared positive feedback about city staff with the league, noting Cole West's representative praised working with Santa Clara staff at the Planning Commission meeting.
- Attended the Southern Utah Home Builders Association and Board of Realtors campaign training (also attended by Councilman Waite)
- Attended the Virgin River Land Trust board meeting the previous night with Kathleen Nielsen as an observer. They briefly discussed Santa Clara's interest in preserving the 200-acre lava fields and will return with more information after gathering input from council
- Attended the General Plan Steering Committee meeting with Jim McNulty. The draft General Plan should arrive August 22nd, with the next workshop scheduled for September 9th from 5:30-7:30 PM.

Councilman Pond had nothing to report.

Councilman Waite reported on several items:

- Attended the second-to-last Community Education Channel (CEC) meeting. The CEC officially closed June 30th. While still on air, it's no longer under Communication Channel control. The previous station manager had asked to air university content. They discovered franchise agreements with TDS may need amendment since CEC receives \$1 per subscriber, previously remitted directly to the university. There's uncertainty whether cities will now receive that dollar as part of their franchise fees. He asked Brock to investigate. One more meeting remains to finalize everything, with plans to return money to all cities. He noted being quoted in articles on St. George News and KSL, though clarified it was from a letter he wrote, not a press release, and wasn't quoted exactly.

- Placed and removed flags at the cemetery for veterans over the weekend, working with the mayor's wife and daughter, Charlie, and other volunteers.

Mayor Rosenberg provided updates on several matters:

- Met with Black Desert for their monthly coordination meeting on the 26th. The PGA tournament is scheduled for October 20-26 with similar activities as before, accessing via Red Mountain with Affirmation closed during the event. No construction during the event. Bank of Utah was announced as the new corporate sponsor on July 1st. The LPGA will move to fall (likely September) next year instead of spring to boost attendance and attract prime players.
- Extensive discussions continue about grading completion and removing truck traffic from Pioneer Parkway. They have a couple months of work left hauling material from Ivins to Santa Clara. The city has a warranty on the road but is working to extend it beyond one year through the development agreement due to uncertainty about lot fill timing in South Village.
- At the Mayor's Association meeting, School Superintendent Richard Holmes reported student attendance is flat overall, but K-5 numbers are dropping as a surge of students has moved through. A new elementary school appears unlikely. The district now has trained, armed staff in schools per state code. Holmes praised the city's school resource officers.
- Water District Board of Trustees raised hydrant meter usage fees similar to cities' increases. They approved an agreement with Leeds special service district to provide water inside city limits - the first such arrangement where the district, not the city, provides water. The mayor emphasized the lesson: "don't give them their zoning entitlements until they've made sure they've got their water and their wastewater feasibility in place."
- Major engineering agreements were awarded for the reuse system, with amazing amounts being spent. This essentially replaces the Lake Powell pipeline timeline for the next 20 years' water needs. When asked about construction difficulties, the mayor explained it's mostly on private land and city rights-of-way, with less federal nexus than BLM crossings, though the Warner Valley reservoir will have significant federal involvement.
- Both Congresswoman Maloy's and Senator Lee's land bills dropped BLM properties the water district wanted. Efforts continue to acquire these properties to reduce EA timeframes and paperwork. Work continues on Corner Draw reservoir right-of-way, the largest reuse reservoir providing crucial volume. Grapevine construction awaits Corps 404 permits, with Warner Valley next in line.

6. Closed Meeting Session

Mayor Rosenberg confirmed there was no need for a closed meeting session.

7. Adjournment

Motion: Councilwoman Hinton moved to adjourn. Councilwoman Burton seconded the motion. All in favor. Motion passed unanimously.

The City Council meeting was adjourned at 8:29 p.m.

Selena Nez
City Recorder

Approved: _____

**SANTA CLARA CITY COUNCIL SPECIAL MEETING
WEDNESDAY, JULY 30, 2025
MEETING MIUNTES**

THE CITY COUNCIL FOR THE CITY OF SANTA CLARA, WASHINGTON COUNTY, UTAH, met for a Special Meeting on Wednesday, July 30, 2025, at 3:00 p.m. in the Clara City Council Chambers located at 2603 Santa Clara Drive, Santa Clara, Utah. The meeting will be broadcasted on the city website at <https://santaclarautah.gov>.

Present: Mayor Rick Rosenberg
Councilman Jarett Waite
Councilwoman Christa Hinton
Councilwoman Janene Burton
Councilman Ben Shakespeare

Excused: Councilman Dave Pond

Staff Present: Brock Jacobsen, City Manager
Selena Nez, City Recorder
Jim McNulty, Planning Director
Gary Hall, Power Director
Ryan VonCannon, Parks Director
Jaron Studly, Police Chief

1. Call to Order

Mayor Pro Tempore Ben Shakespeare called the special meeting to order at 3:02 p.m. Mayor Rosenberg arrived shortly after.

2. Working Agenda

A. General Business

1. Discussion and action Supporting America250 Utah. Recognize and Approving of the Santa Clara Utah250 Community Committee and approve Resolution No. 2025-13R. Presented by Councilwoman Christa Hinton.

Councilwoman Hinton presented a resolution for approval and outlined the City's intent to apply for Community Partner status with the America250 Utah Commission, which may provide potential funding opportunities. She introduced a diverse committee of 10 members representing various sectors of the community, noting that the committee will ultimately consist of 5 to 10 members.

The Council discussed forming a local committee to support the America250 Utah initiative, which would be specific to Santa Clara City while complementing the broader county efforts. The committee will evaluate whether events should be held independently or incorporated into existing celebrations such as Swiss Days.

It was noted that 14 counties and 10 municipalities across the state have already joined the initiative, and Santa Clara's Planning Commissioner, David Clark, is currently serving on the state-level committee. Due to the upcoming application deadline of July 31, 2025, the Council recognized the need to hold a special meeting to ensure timely submission.

Motion: Councilman Shakespeare moved to APPROVE Supporting America250 Utah and Recognizing and Approving of the Santa Clara Utah250 Community Committee and approve Resolution No. 2025-13R. Councilwoman Burton seconded the motion. Roll call vote: Waite - Aye, Hinton - Aye, Burton - Aye, Shakespeare - Aye. Motion passed unanimously.

3. Closed Meeting Session

Mayor Rosenberg confirmed there was no need for a closed meeting session.

4. Adjournment

Motion: Councilwoman Hinton moved to adjourn. Councilman Waite seconded the motion.

The City Council meeting was adjourned at 3:12 p.m.

Selena Nez
City Recorder

Approved: _____

**City of Santa Clara
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<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
BATT, MINDY	72145	ROYALTY DRES	07/14/2025	07/15/2025	185.28	SC PAGEANT DRESS REIMBURSEMENT	104610-223 - MISS SANTA CLARA PA	
					\$185.28			
BATT, TAIJA	72146	SA WINNER	07/14/2025	07/15/2025	50.00	MISS SANTA CLARA SA WINNER	104610-223 - MISS SANTA CLARA PA	
					\$50.00			
BUSINESS SOLUTIONS GROUP LL	72147	16939	07/14/2025	07/15/2025	123.00	COURT ENVELOPE ORDER	104120-240 - OFFICE SUPPLIES	
					\$123.00			
DEPARTMENT OF HEALTH	72148	25H5001478	07/10/2025	07/15/2025	8,099.37	AMBULANCE ASSESSMENT - SFY2025 Q4	104230-250 - OPERATING SUPPLIES	
					\$8,099.37			
FRANCOTYP-POSTALIA, INC. DBA	ACH071525	39488863	07/15/2025	07/15/2025	148.12	POSTAGE METER LEASE-2025 UT WASH. CO PR	104130-825 - LEASE PAYMENTS	
					\$148.12			
GCS BILLINGS	72149	4254	06/30/2025	07/15/2025	3,390.10	JUNE 2025 BILLING SERVICES	104230-370 - PROFESSIONAL SERVI	
					\$3,390.10			
HOLT, LYDA	72150	PERMIT #20-001	07/14/2025	07/15/2025	100.00	MAINTENANCE DEPOSIT REFUND	102570-000 - BLDG SITE MAINTENAN	
					\$100.00			
L.N. CURTIS & SONS	72151	INV964694	07/02/2025	07/15/2025	105.69	SHIPPING CHARGES FROM MAY INVOICE \$4267	104230-454 - SAFETY EQUIPMENT	
					\$105.69			
MILLER, ILAH	72152	SC ROYALTY PI	07/14/2025	07/15/2025	200.00	PHOTOGRAPHY FOR SANTA CLARA ROYALTY	104610-223 - MISS SANTA CLARA PA	
					\$200.00			
NORTHWEST FIRE SERVICES INC	72153	250714-2	07/14/2025	07/15/2025	566.37	TOOLBOARD SWINGOUT W/SHELVING & HARD	104230-253 - REPAIRS & MAINTENA	
					\$566.37			
PELORUS METHODS, INC.	72154	250801	07/01/2025	07/15/2025	3,100.00	SOFTWARE & SUPPORT/TRAINING & TRAVEL	104130-310 - IT SERVICES	
					\$3,100.00			
SPEED LUBE II	72155	98748	07/15/2025	07/15/2025	75.84	OIL CHANGE 2023 FOR EXPLORER UT-225414	104130-253 - VEH/EQUIP REPAIR	
					\$75.84			
TRANSPORT SERVICE	72156	71225	07/15/2025	07/15/2025	290.00	1996 PIERCE - RIGHT REAR VANITY	104230-253 - REPAIRS & MAINTENA	
					\$290.00			
UNITED STATES TREASURY	72157	2ND QUARTER -	07/02/2025	07/15/2025	3.22	720-V 2ND QUARTER PAYMENT	102222-000 - FEDERAL WITHHOLDIN	
					\$3.22			
UPPER CASE PRINTING INK.	72158	3322	07/07/2025	07/15/2025	783.12	BACK OF BILL PRINTING& WATER QUALITY	104130-370 - PROFESSIONAL SERVI	
					\$783.12			
WASH. COUNTY WATER CONSER	72159	54329	07/01/2025	07/15/2025	4,505.28	REG PIPELINE BOND PAYMENT	515110-822 - DEBT PAYMENT TO WA	
WASH. COUNTY WATER CONSER	72159	54332	06/30/2025	07/15/2025	6,243.85	WATER DEVELOPMENT SURCHARGE	513714-000 - REGIONAL WATER SUR	
WASH. COUNTY WATER CONSER	72159	54337	06/30/2025	07/15/2025	6,495.10	EXCESS WATER SURCHARGE	515110-810 - PRINCIPAL ON BONDS	
					\$17,244.23			
					\$17,244.23			
WASHINGTON COUNTY SOLID WA	72160	189731	07/10/2025	07/15/2025	14,768.75	3104 @ 13.48 & 2363 @6.25 UNIT BILLING GARB	104430-312 - RECYCLING CHARGE	
WASHINGTON COUNTY SOLID WA	72160	189731	07/10/2025	07/15/2025	41,841.92	3104 @ 13.48 & 2363 @6.25 UNIT BILLING GARB	104430-311 - SOLID WASTE DISPOS	
					\$56,610.67			
					\$56,610.67			
					\$91,075.01			

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<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
BOWEN COLLINS & ASSOCIATES,	72161	38619	06/27/2025	07/22/2025	3,614.75	PROF SERVICES MAY 31 2025 TO JUNE 27 2025	545410-320 - ENGINEERING SERVIC	
					\$3,614.75			
COOK, MICHELLE JUDY	72162	#195200897	07/17/2025	07/22/2025	465.00	BAIL / BOND REFUND	102560-000 - BAIL & RESTITUTION	
					\$465.00			
DOMINION ENERGY	ACH072225	JUNE 25 - GUBL	07/22/2025	07/22/2025	38.18	GUBLER PARK	104510-270 - UTILITIES	
DOMINION ENERGY	ACH072225	JUNE 25 - HERIT	07/22/2025	07/22/2025	7.16	HERITAGE SQUARE GAS - 6142840000	104510-270 - UTILITIES	
DOMINION ENERGY	ACH072225	JUNE 25 - RR G	07/22/2025	07/22/2025	7.62	GUBLER NEW RESTROOM-3789794987	104510-270 - UTILITIES	
					\$52.96			
					\$52.96			
EMERGENCY VEHICLE SYSTEMS	72163	5716	07/09/2025	07/22/2025	584.00	CHIEF'S TAHOE - MOTOROLA INSTALL & MONAH	104230-253 - REPAIRS & MAINTENA	
					\$584.00			
KS STATE BANK	72164	63093-8-2025	07/10/2025	07/22/2025	12,000.00	GOVERNMENT OBLIGATION CONTRACT	104230-825 - LEASE PAYMENTS	
KS STATE BANK	72164	63093-8-2025	07/10/2025	07/22/2025	17,393.00	GOVERNMENT OBLIGATION CONTRACT	515110-825 - LEASE PAYMENTS	
KS STATE BANK	72164	63119-8-2025	07/10/2025	07/22/2025	63,334.00	2025 FREIGHTLINER M2106 TRUCK	535310-825 - LEASE PAYMENTS	
KS STATE BANK	72164	63120-8-2025	07/10/2025	07/22/2025	3,740.75	G2024 RAM 3500 ST 4 X 4 D28L92	104410-825 - LEASE PAYMENTS	
KS STATE BANK	72164	63120-8-2025	07/10/2025	07/22/2025	3,740.75	G2024 RAM 3500 ST 4 X 4 D28L92	545410-825 - LEASE PAYMENTS	
KS STATE BANK	72164	63120-8-2025	07/10/2025	07/22/2025	7,481.50	G2024 RAM 3500 ST 4 X 4 D28L92	515110-825 - LEASE PAYMENTS	
					\$107,690.00			
					\$107,690.00			
POSTMASTER	72165	072225- POSTAG	07/22/2025	07/22/2025	50.00	DEPOSIT POSTAGE FORWARDED MAIL	104130-245 - POSTAGE	
					\$50.00			
STARLINK	72166	INV-USA-480048	07/13/2025	07/22/2025	165.00	ROAM - UNLIMITED JULY 13 - AUGU 13 2025	104230-453 - WILDLAND FIRE	
					\$165.00			
					\$112,621.71			

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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
AIR RESCUE LLC	72167	2329	07/25/2025	07/30/2025	8,418.00	3.5 TON GAS PACKAGE UNIT	494510-740 - PARKS EQUIPMENT	
AIR RESCUE LLC	72167	2330	07/25/2025	07/30/2025	565.95	LABOR - CONTROL MODULE	494510-740 - PARKS EQUIPMENT	
					<u>\$8,983.95</u>			
					\$8,983.95			
BLUE STAKES OF UTAH 811	ACH073025	UT202501834	07/30/2025	07/30/2025	111.25	EMAIL NOTIFICATIONS	535310-210 - SUBSCRIPTIONS & ME	
					<u>\$111.25</u>			
BOWEN COLLINS & ASSOCIATES,	72168	38684	06/30/2025	07/30/2025	4,533.00	GATES LANE BRIDGE STREAM ALT PERMIT - MA	545410-320 - ENGINEERING SERVIC	
					<u>\$4,533.00</u>			
BUCKS ACE SANTA CLARA	72169	5860	07/30/2025	07/30/2025	2.97	FASTENERS	104510-256 - TOURNAMENT EXPENS	
BUCKS ACE SANTA CLARA	72169	5953	07/03/2025	07/30/2025	14.23	HAMMER DRILL	104510-260 - BUILDING MAINTENAN	
BUCKS ACE SANTA CLARA	72169	5954	07/03/2025	07/30/2025	58.72	PACKOUT ORGANIZER - XL GLOVES	535310-250 - OPERATING SUPPLIES	
BUCKS ACE SANTA CLARA	72169	5956	07/03/2025	07/30/2025	44.59	FASTERNERS - DUCT TAPE - PARACORD	104510-260 - BUILDING MAINTENAN	
BUCKS ACE SANTA CLARA	72169	5976	07/10/2025	07/30/2025	19.57	ELECTRICAL SOUND BOX	535310-250 - OPERATING SUPPLIES	
BUCKS ACE SANTA CLARA	72169	6009	07/22/2025	07/30/2025	32.92	DW SEGMENT DAMOND XF	104510-483 - CEMETERY O&M	
BUCKS ACE SANTA CLARA	72169	6013	07/23/2025	07/30/2025	12.44	FILTER AIR PLEAT 20X20X1	104510-260 - BUILDING MAINTENAN	
					<u>\$185.44</u>			
					\$185.44			
CARPETS PLUS	72170	F61408	06/20/2025	07/30/2025	28,767.54	CARPET AND LABOR FOR TOWN HALL	104240-260 - BUILDING MAINTENAN	
					<u>\$28,767.54</u>			
CITY OF ST GEORGE - S	72171	JULY 2025 - SEW	07/29/2025	07/30/2025	50,404.15	3121 SEWER CONNECTIONS @ 16.15 - JULY 202	525210-945 - SEWER TREATMENT -	
					<u>\$50,404.15</u>			
CITY OF ST GEORGE-IMPACT	72172	APRIL - JUNE 20	07/30/2025	07/30/2025	28,959.00	SEWER IMPACT FEES APR-JUN 2025	522411-000 - SEWER IMPACT - ST G	
					<u>\$28,959.00</u>			
FINANCIAL PACIFIC LEASING, INC	72173	8062105	07/15/2025	07/30/2025	9,400.00	FORD EXPLORERS CONTRACT PAYMENT	104230-825 - LEASE PAYMENTS	
FINANCIAL PACIFIC LEASING, INC	72173	8062105	07/15/2025	07/30/2025	9,400.00	FORD EXPLORERS CONTRACT PAYMENT	104410-825 - LEASE PAYMENTS	
FINANCIAL PACIFIC LEASING, INC	72173	8062105	07/15/2025	07/30/2025	9,400.00	FORD EXPLORERS CONTRACT PAYMENT	104510-825 - LEASE PAYMENTS	
FINANCIAL PACIFIC LEASING, INC	72173	8062105	07/15/2025	07/30/2025	18,801.00	FORD EXPLORERS CONTRACT PAYMENT	104130-825 - LEASE PAYMENTS	
					<u>\$47,001.00</u>			
					\$47,001.00			
GEN DIGITAL INC - LIFELOCK	72174	10010601080	07/15/2025	07/30/2025	350.13	LIFELOCK WITH NORTH BENEFIT	102256-000 - PAYROLL DEDUCTIONS	
					<u>\$350.13</u>			
OrangeHRM INC.	72175	2503-7324	07/01/2025	07/30/2025	3,274.44	SOFTWARE SUBSCRIPTION	104130-210 - SUBSCRIPTIONS & ME	
					<u>\$3,274.44</u>			
ORTEZ, MICHELLE	72176	REIMBURSEME	07/30/2025	07/30/2025	73.26	REIMBURSEMENT - EMPLOYEE LUNCHEON	104130-999 - CONTINGENCY	
					<u>\$73.26</u>			
PUBLIC EMPLOYEE HEALTH PRO	ACH	584183	07/30/2025	07/30/2025	76,207.46	HEALTH INSURANCE	102250-000 - HEALTH INSURANCE P	
					<u>\$76,207.46</u>			
RDO Equipment	72177	R00496R3	07/21/2025	07/30/2025	4,214.84	BACKHOE LOADER - ANNUAL CONTRACT	535310-825 - LEASE PAYMENTS	
RDO Equipment	72177	R00496R3	07/21/2025	07/30/2025	4,214.85	BACKHOE LOADER - ANNUAL CONTRACT	104410-825 - LEASE PAYMENTS	
RDO Equipment	72177	R00496R3	07/21/2025	07/30/2025	4,214.85	BACKHOE LOADER - ANNUAL CONTRACT	515110-825 - LEASE PAYMENTS	
					<u>\$12,644.54</u>			
					\$12,644.54			

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SPECIALIZED COMMUNICATION S	72178	6-2669	07/14/2025	07/30/2025	2,794.52	2" CONDUIT BORE FOR 1544 CHAPEL DR	535310-466 - POWER LINES/POLES/	
					\$2,794.52			
STATE OF UTAH / BLDG	72179	APRIL - JUNE 20	07/30/2025	07/30/2025	881.65	BUILDING SURCHARGE APRIL - JUNE 2025	104240-940 - INTERGOVT CHARGES	
					\$881.65			
UTAH RETIREMENT SYSTEMS	72180	#468-S FICHTER	07/29/2025	07/30/2025	204.00	401-K State	102230-000 - RETIREMENT PAYABLE	
					\$204.00			
UTB TRANSFORMERS	72181	6186	07/21/2025	07/30/2025	15,457.00	POLE TOP TRANSFORMERS FOR HEIGHTS REB	535310-730 - IMPROVEMENTS	
					\$15,457.00			
WASHINGTON COUNTY- HCP	72182	APRIL - JUNE 20	07/28/2025	07/30/2025	16,540.38	HCP IMPACT FEES APRIL - JUNE 2025	102260-000 - HCP IMPACT FEES - CO	
					\$16,540.38			
WESTERN UNITED ELECTRIC SU	72183	6147359	07/15/2025	07/30/2025	112.32	UNDERGROUND CABLE TAGS	535310-466 - POWER LINES/POLES/	
WESTERN UNITED ELECTRIC SU	72183	6148020	07/23/2025	07/30/2025	592.86	8' TANGENT CROSS ARMS FOR STOCK	535310-466 - POWER LINES/POLES/	
WESTERN UNITED ELECTRIC SU	72183	6148021	07/23/2025	07/30/2025	629.44	500 SQUIDS FOR STOCK	535310-466 - POWER LINES/POLES/	
WESTERN UNITED ELECTRIC SU	72183	6148022	07/23/2025	07/30/2025	536.00	#6 INSULATED COPPER WIRE FOR STOCK	535310-466 - POWER LINES/POLES/	
WESTERN UNITED ELECTRIC SU	72183	6148420	07/28/2025	07/30/2025	954.17	MISC SUPPLIES FOR POWER POLES	535310-466 - POWER LINES/POLES/	
WESTERN UNITED ELECTRIC SU	72183	6148421	07/28/2025	07/30/2025	112.32	URD CABLE TAGS	535310-250 - OPERATING SUPPLIES	
					\$2,937.11			
					\$2,937.11			
ZIONS FIRST NATIONAL BANK -TR	ACH	2025-07	07/30/2025	07/30/2025	7,400.85	7704903	531238-000 - 2021 Electric Rev 2021B	
ZIONS FIRST NATIONAL BANK -TR	ACH	2025-07	07/30/2025	07/30/2025	7,968.75	7705005	511241-000 - 2012E - 7705005	
ZIONS FIRST NATIONAL BANK -TR	ACH	2025-07	07/30/2025	07/30/2025	9,750.00	7705005A	511241-000 - 2012E - 7705005	
ZIONS FIRST NATIONAL BANK -TR	ACH	2025-07	07/30/2025	07/30/2025	20,961.47	5857757	101225-000 - MBA 2019 LEASE REV	
ZIONS FIRST NATIONAL BANK -TR	ACH	2025-07	07/30/2025	07/30/2025	34,507.53	7669825	531237-000 - 2021 Bond Fund - 76698	
ZIONS FIRST NATIONAL BANK -TR	ACH	5857757-FEES 2	07/30/2025	07/30/2025	2,000.00	TRUSTEE ADMIN FEE	515110-830 - FISCAL AGENT FEES	
					\$82,588.60			
					\$82,588.60			
					\$382,898.42			

**City of Santa Clara
Check Register
All Bank Accounts - 08/05/2025 to 08/05/2025**

<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
DR. ROBERT R. FOSTER, D.O. P.C.	72184	AUGUST 2025 -	08/05/2025	08/05/2025	1,200.00	MEDICAL SERVICES DIRECTOR	104230-370 - PROFESSIONAL SERVI	
					\$1,200.00			
ERICKSON, M. RICK	72185	JULY 2025 - CITY	07/31/2025	08/05/2025	1,850.00	CITY PROSECUTOR JULY 2025	104120-330 - LEGAL SERVICES	
					\$1,850.00			
FAB-TEC INC	72186	5907	06/26/2025	08/05/2025	56,380.00	SC PARKING STRUCTURE	104240-730 - IMPROVEMENTS	
					\$56,380.00			
FREEDOM MAILING SERVICES, IN	72187	50947	07/29/2025	08/05/2025	2,243.94	BILL PROCESSING JULY 2025	104130-370 - PROFESSIONAL SERVI	
					\$2,243.94			
MEHR'S GARAGE DOORS INC.	72188	60049	08/01/2025	08/05/2025	1,828.00	REPLACEMENT BOTTOM BAR FOR 14X14 PORV	535310-260 - BUILDING MAINTENAN	
					\$1,828.00			
MOUNT OLYMPUS WATERS (1385	72189	10221385 072725	07/27/2025	08/05/2025	71.45	COOLER RENT & 5 GAL WATERS	104130-260 - BUILDING MAINTENAN	
MOUNT OLYMPUS WATERS (1385	72189	10221385 072725	07/27/2025	08/05/2025	99.43	COOLER RENT & 5 GAL WATERS	104410-260 - BUILDING MAINTENAN	
MOUNT OLYMPUS WATERS (1385	72189	10221385 072725	07/27/2025	08/05/2025	109.99	COOLER RENT & 5 GAL WATERS	104240-260 - BUILDING MAINTENAN	
MOUNT OLYMPUS WATERS (1385	72189	10221385 072725	07/27/2025	08/05/2025	297.28	COOLER RENT & 5 GAL WATERS	104510-260 - BUILDING MAINTENAN	
					\$578.15			
					\$578.15			
PROTECT YOUTH SPORTS	72190	1310578	07/31/2025	08/05/2025	72.90	BACKGROUND CHECK FOR CAZIER-EVANS-LEA	104230-370 - PROFESSIONAL SERVI	
					\$72.90			
SOUTHERN UTAH GRADE & PAVE	72191	1506	07/31/2025	08/05/2025	9,100.00	SWISS DRIVE PATCH	104410-414 - ROAD MATERIAL & SUP	
					\$9,100.00			
UTAH STATE TREASURER / FINES	72192	JULY 2025 - COU	07/31/2025	08/05/2025	17,203.53	JULY 2025 COURT SURCHARGES	104120-905 - STATE FINE COLLECTI	
					\$17,203.53			
					\$90,456.52			

Mayor

Rick Rosenberg

City Manager

Brock Jacobsen



City Council

Jarett Waite

Ben Shakespeare

Christa Hinton

David Pond

Janene Burton

CITY COUNCIL

Meeting Date: August 13, 2025

Agenda Item: 1

Applicant: Santa Clara City

Requested by: Jim McNulty

Subject: Development Fee Schedule Update

Description:

City staff is recommending updates to the Development Fee Schedule. Two previous discussions have occurred on June 11, 2025, and July 9, 2025. As a result, the City Council directed City staff to schedule a public hearing for this item.

Recommendation: Approval

Attachments: N/A

Cost: N/A

Legal Approval: Yes

Finance Approval: N/A

Budget Approval: N/A



TO: Santa Clara City Council
FROM: Jim McNulty, Planning Director
DATE: August 13, 2025
RE: Development Fee Schedule (**Public Hearing**)

City staff have had two work meeting discussions regarding the Development Fee Schedule with the City Council. The first discussion was held on June 11, 2025, with the second discussion being held on July 9, 2025. As a result, the City Council directed City staff to bring the item back for a public hearing as required prior to voting on the item.

The Development Fee Schedule was last updated in February 2020. Best management practices allow for a City to review costs of service to ensure fees are appropriately set to cover the City's costs. City staff have reviewed the fees and finds it's in the best interest of the City to amend the fees.

Recommendation:

City staff recommends that the City Council consider granting approval for the Updated Development Fee Schedule as presented (**see Exhibit 'A'**).

EXHIBIT 'A'

DEVELOPMENT FEE SCHEDULE 2025

CATEGORY OF FEE	EXISTING	PROPOSED
Annexation	\$1,000.00	\$1,000.00
Administrative Appeal	\$550.00	100% ALJ Fee (\$350/hr.)
Variances	\$550.00	\$1,000.00
Conditional Use Permits	\$200.00	\$300.00
Sign Permits	\$2.00 per sq. ft.	\$3.00 per sq. ft.
General Plan Amendment	\$500.00 + acreage fee	\$750.00 + acreage fee
Lot Line Adjustment	\$200.00	\$300.00
Plat Amendment	\$300.00	\$500.00
Fence Permit	\$5.00	\$20.00
Cell Tower Application	\$200.00	\$500.00
Zoning Text Amendment	\$150.00	\$500.00
Extension of Time	\$75.00	\$150.00
Additional Dwelling Unit	\$100.00	\$100.00
Subdivision Fees		
Major Subdivision	\$650.00 + \$35 per lot	\$850.00 + \$50 per lot
Minor Subdivision	\$550.00	\$750.00
Performance Bond	125% of Engineer's Est.	100% of Engineer's Est.
Site Plan Fees		
Standard Review	\$300.00	\$500.00
PD Review	\$500.00	\$750.00
Zone Change Standard	\$300.00 + acreage fee	\$500.00 + acreage fee
Zone Change to PD	\$500.00 + acreage fee	\$1,000.00 + acreage fee
PD Project Plan Amendment	\$500.00	\$750.00 + acreage fee

CATEGORY OF FEE	EXISTING	PROPOSED
Commercial Business License	\$50.00	\$150.00
Home Occupation License	\$50.00	\$50.00
Liquor License (Single Event)	\$100.00	\$200.00
On-Premise Liquor License	\$100.00	\$300.00
Special Event Permit	\$100.00	\$150.00/\$300.00 (500+ people)
Zoning Verification Letter	N/A	\$50.00

*** Acreage Fees are as follows:**

- Less than 1 acre = no fee
- 1 to 100 acres = \$50.00 per acre
- 101 to 500 acres = \$25.00 per acre
- Over 500 acres = \$10.00 per acre

ii. Discussion regarding Development Fee Schedule. Presented by Jim McNulty, Planning Director.

Planning and Economic Development Manager, Jim McNulty reported that no changes had been made to the Development Fee Schedule since February 2020 when Ordinance 2020-05 amended the schedule to include a \$1,000 Annexation Fee and \$550 Variances and Appeals Fee. No changes were proposed to the Annexation Fee. However, an increase of \$450 was proposed to the Variances and Appeals Fee. Costs associated with the recent case that was brought before the new Administrative Law Judge indicate that the current fee is insufficient. The Administrative Law Judge charges an hourly rate, and their fee for that case was \$3,300.

Mr. McNulty reported that he compared Santa Clara's Development Fee Schedule with those of Pleasant Grove, Washington City, Saint George, Hurricane, and Sandy, and the following proposed increases were based on that comparison as well as the City's actual costs.

- **Conditional Use Permits.** Existing: \$200. Proposed: \$300.
Hurricane charges \$250, while Saint George and Washington City charges \$300.
- **Sign Permits.** Existing: \$2 per square foot. Proposed: \$3 per square foot.
- **General Plan Amendment.** Existing: \$500 plus acreage. Proposed: \$1,000 plus acreage.
Because they are legislative decisions, both Staff and the City Attorney must be involved with these applications.
- **Lot Line Adjustment.** Existing: \$200. Proposed: \$300.
- **Plat Amendment.** Existing: \$300. Proposed: \$500.
A public hearing is not required, but notice must be placed on the property and mailed to neighboring property owners.
- **Fence Permit.** Existing: \$5. Proposed: \$20.
- **Cell Tower Application.** Existing: \$200. Proposed: \$500.
Because they are Conditional Uses, the City Attorney must be involved in this process.
- **Zoning Text Amendment.** Existing: \$150. Proposed: \$500.
An extensive process is required for developer-initiated Zoning Text Amendments, including Staff research, public hearings, and work meetings. The proposed fee is typical of cities in the area.
- **Extension of Time.** Existing: \$75. Proposed: \$150.
State Code provides up to two years for Plat recordation. If an extension is needed, the Planning Commission must review and approve the extension. Up to two extensions are allowed.
- **Accessory Dwelling Unit ("ADU").** Existing: \$100. Proposed: \$150.

As an administrative Conditional Use, ADUs are approved at the Staff level, but they require Technical Review Committee (“TRC”) and Staff review.

- **Major Subdivision.** Existing: \$650 plus \$35 per lot. Proposed: \$850 plus \$50.
Other cities charge separate fees for preliminary and final Plats. Santa Clara only charges one fee, and Mr. McNulty prefers to keep that fee structure.
- **Minor Subdivision.** Existing: \$550. Proposed: \$750.
- **Performance Bond.** Existing: 125% of the engineer’s estimate. Proposed: 100% of the engineer’s estimate to comply with newly enacted State regulations.
- **Site Plan Review, Standard.** Existing, \$300. Proposed: \$500.
Other cities charge an acreage fee in addition to the flat fee.
- **Planned Development (“PD”) Site Plan Review.** Existing: \$500. Proposed: \$750.
Mr. McNulty reported that PD reviews are more detailed and require more time than standard Site Plans.
- **Zone Change, Standard.** Existing, \$300 plus acreage fee. Proposed: \$500 plus acreage.
- **Zone Change to PD.** Existing, \$500 plus acreage fee. Proposed: \$1,000 plus acreage.
As legislative items, these applications go through the public noticing and hearing process. The proposed increase would correspond with the General Plan Amendment fee.
- **PD Project Plan Amendment.** Existing, \$500. Proposed: \$750.

The following items are not currently included in the Development Fee Schedule.

- **Commercial Business License.** Existing, \$50. Proposed: \$150.
- **Liquor License (Single Event).** Existing, \$100. Proposed: \$200.
- **On-Premises Liquor License.** Existing, \$100. Proposed: \$300.
- **Special Event Permit.** Existing, \$150. Proposed: \$150 or \$300 for over 500 people.

Mr. McNulty reported that based on his experience and his review of other cities’ fees, the proposed fees were fair and would help cover the costs of associated engineering and legal services. He asked for the City Council’s input.

Mayor Rosenberg asked for clarification on the acreage fee charged for General Plan Amendments and recommended that it be added to the table. Mr. McNulty reported that the fee is \$50 per acre for up to 100 acres and \$25 per acre for 100 to 500 acres. Those fees also apply to standard and PD zone changes. The full fee schedule would be included in the Meeting Packet when the item was next discussed.

In response to a question from Council Member Pond, Mr. McNulty confirmed that the Administrative Law Judge handles all variances and appeals. Council Member Pond asked if 100% of the costs for the Administrative Law Judge could be passed through instead of a flat fee. Building Official, Cody Mitchell suggested charging the contracted rate of \$350 per hour.

In response to a question from Council Member Burton, Mr. McNulty stated that the increased fees would cover the City's costs. He reviews all projects, but many of them are also reviewed by engineering and legal. The City contracts with Alpha Engineering and Sunrise Engineering for engineering services. They are paid through the Planning Department budget, but the current fees do not cover the costs for those services. Applications that require more time have higher fees.

In response to a question from Mayor Rosenberg, Mr. Mitchell agreed that the most recent appeal was very expensive. In addition to the Administrative Law Judge's fees, it required the time and attention of the City Attorney, Mr. Mitchell, City Inspectors, the City Recorder, etc. The Administrative Law Judge's fee for the appeal was \$3,300. In response to a follow-up question, Mr. Mitchell clarified that the Administrative Law Judge handles Code Enforcement appeals. The Planning Commission has the authority to approve certain variances, as can he and Mr. McNulty.

Mr. McNulty stated that he would confer with City Attorney, Matt Ence to determine if the Administrative Law Judge's \$350 per hour fee could be passed through. He indicated that in other cities he has worked in that removed the Board of Adjustment, Land Use matters were also decided by the Administrative Law Judge.

Mayor Rosenberg suggested separating the two items and charging one fee for Staff or Planning Commission approvals and the Administrative Law Judge's actual fee for appeals that they review. Mr. McNulty noted that Conditional Use Permit ("CUP") appeals are brought before the City Council and can only be appealed in District Court. Council Member Pond agreed with Mayor Rosenberg that separating the fees may help the City recoup its actual costs for appeals.

Council Member Waite stated that he looked at other cities' fees for General Plan Amendments and Washington City, Washington County, and Saint George charge \$500. His understanding is that General Plan Amendments can sometimes be optional, and he does not want to discourage applications for items that would clarify City Code. He expressed concern about charging double the fee of other cities. Mr. McNulty stated that cities to the north charge the higher fee, but they could keep it at \$500 or only increase it to \$750.

Council Member Waite stated that he was not in favor of increasing the fee for ADUs and asked if other fees would also apply. Mr. McNulty clarified that the application fee covers Staff review and assistance with the Affidavit of Understanding, as well as time spent with the TRC. Internal ADUs are not reviewed by the TRC as they are a Permitted Use in all single-family zones.

Council Member Burton stated that the Variances and Appeals and General Plan Amendment Fees were large increases. Mr. McNulty explained that the increased Variances and Appeals Fee would encourage applications to think about the process. They do not want to encourage variance applications because if too many were granted, that would circumvent City Code. The

requirements were put in place for a reason, and a specific need must be proven for a variance to be granted. The Administrative Law Judge is also very expensive. Mr. McNulty would meet with Mr. Ence and obtain more information prior to bringing the matter back before the City Council for additional discussion.

**iii. Discussion Regarding the Central to St George 138kV Looping Project.
Presented by Brock Jacobsen, City Manager.**

City Manager, Brock Jacobsen reported that the project will upgrade a number of facilities, substations, and lines to accommodate population growth. Utah Associated Municipal Power Systems ("UAMPS") will raise its debt cap from \$64 million to \$100 million to accommodate the project, which includes system upgrades of over \$30 million. A Santa Clara substation is included in the project. Mr. Jacobsen reported that UAMPS provided a prepayment option, but the City elected not to make an upfront payment.

The project will include five phases. The first two phases will be completed in 2025 at a project cost of approximately \$15 million and will include rerouting the Santa Clara-Snow Canyon line off of Pioneer Parkway near the Santa Clara-Saint George border. Due to concerns regarding encroachment into the easement, they will be moving the line to follow Pioneer Parkway. It will then attach to the line from the Santa Clara substation at the trail. Mr. Jacobsen has had discussions with Power Director, Gary Hall regarding minimizing impacts of the plan and limiting the number of times the line crosses Pioneer Parkway, including potentially removing the pole lights near the falls so the power lines can stay on one side of the road.

For the first 2 ½ years, payments will be interest only. The interest rate will be approximately 5% over a 20-year term. For Fiscal Year 2026, the debt payment will be \$209,000. The cost is based on the City's forecasted load of 6.06%, or \$900,000 for the first phase. Mr. Jacobsen indicated that he would like to have Intermountain Consumer Professional Engineers, Inc. ("ICPE") add the project to the Impact Fee and Capital Facilities Plans, as it is required due to growth. There are some Impact Fee funds available, but they were reserved to build the South Hills transmission line from the Green Valley Substation into Santa Clara.

Mayor Rosenberg noted the project consists of substation transformer upgrades, rerouting of the Snow Canyon line, and reconducting the river line. He had hoped a second line would be included. Mr. Jacobsen stated that the loop is a priority to Santa Clara. How looping works to back-feed electricity was discussed.

In response to a question from Council Member Burton, it was clarified that "PMC" stands for Project Management Committee, which includes members from the affected communities who are collaborating with UAMPS on the project. At Council Member Burton's request, Mr. Jacobsen reviewed the current bonds and payments listed on the UAMPS presentation. The new debt would start with interest-only payments for two-and-a-half years until the current bond is paid off, at which point full payments would begin.

Mr. Jacobsen reported that Mr. Hall would bring the resolution back to the City Council at a July meeting.

**CITY OF SANTA CLARA
RESOLUTION NO. 2025-14R**

A RESOLUTION AMENDING THE CITY OF SANTA CLARA DEVELOPMENT FEE SCHEDULE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, best management practices require the City to annually evaluate costs of service delivery; to ensure fees are appropriately set to cover the City's costs; and

WHEREAS, City staff have reviewed the fees and finds it in the best interest of the City to amend the Development Fee Schedule.

WHEREAS, City staff recommends amending the fees.

NOW, THEREFORE, BE IT RESOLVED by the Santa Clara City Council that the Development Fee Schedule is hereby amended as shown in the attached "Exhibit A".

See EXHIBIT "A"

This Resolution shall become effective immediately upon adoption, recording and posting in the manner prescribed by law.

ADOPTED by a duly constituted quorum of the Santa Clara City Council this 13th day of August 2025.

IN WITNESS THERETO:

RICK ROSENBERG, Mayor

ATTEST:

SELENA NEZ, City Recorder

EXHIBIT “A”**DEVELOPMENT FEE SCHEDULE 2025**

CATEGORY OF FEE	EXISTING	PROPOSED
Annexation	\$1,000.00	\$1,000.00
Administrative Appeal	\$550.00	100% ALJ Fee (\$350/hr.)
Variances	\$550.00	\$1,000.00
Conditional Use Permits	\$200.00	\$300.00
Sign Permits	\$2.00 per sq. ft.	\$3.00 per sq. ft.
General Plan Amendment	\$500.00 + acreage fee	\$750.00 + acreage fee
Lot Line Adjustment	\$200.00	\$300.00
Plat Amendment	\$300.00	\$500.00
Fence Permit	\$5.00	\$20.00
Cell Tower Application	\$200.00	\$500.00
Zoning Text Amendment	\$150.00	\$500.00
Extension of Time	\$75.00	\$150.00
Additional Dwelling Unit	\$100.00	\$100.00
Subdivision Fees		
Major Subdivision	\$650.00 + \$35 per lot	\$850.00 + \$50 per lot
Minor Subdivision	\$550.00	\$750.00
Performance Bond	125% of Engineer's Est.	100% of Engineer's Est.
Site Plan Fees		
Standard Review	\$300.00	\$500.00
PD Review	\$500.00	\$750.00
Zone Change Standard	\$300.00 + acreage fee	\$500.00 + acreage fee
Zone Change to PD	\$500.00 + acreage fee	\$1,000.00 + acreage feePD
Project Plan Amendment	\$500.00	\$750.00 + acreage fee

CATEGORY OF FEE	EXISTING	PROPOSED
Commercial Business License	\$50.00	\$150.00
Home Occupation License	\$50.00	\$50.00
Liquor License (Single Event)	\$100.00	\$200.00
On-Premise Liquor License	\$100.00	\$300.00
Special Event Permit	\$100.00	\$150.00/\$300.00 (500+ people)
Zoning Verification Letter	N/A	\$50.00

*** Acreage Fees are as follows:**

- Less than 1 acre = no fee
- 1 to 100 acres = \$50.00 per acre
- 101 to 500 acres = \$25.00 per acre
- Over 500 acres = \$10.00 per acre

Mayor

Rick Rosenberg

City Manager

Brock Jacobsen



City Council

Jarett Waite

Ben Shakespeare

Christa Hinton

David Pond

Janene Burton

CITY COUNCIL

Meeting Date: August 13, 2025

Agenda Item: 2

Applicant: Randall Yocum

Requested by: Jim McNulty

Subject: Rosenbruch Annexation Petition

Description:

Randall Yocum, Real Free range, LLC, has submitted a complete Annexation Petition application with the City. The subject property is located at 4405 W 1700 N (Parcel #7931-A-1-A), and described as 51.24 acres.

Recommendation: Approval

Attachments: N/A

Cost: N/A

Legal Approval: Yes

Finance Approval: N/A

Budget Approval: N/A



TO: Santa Clara City Council
FROM: Jim McNulty, Planning Director
DATE: August 13, 2025
RE: Rosenbruch Annexation Petition (**Public Hearing**)

Randall Yocum, Real Free Range, LLC, has submitted a complete Annexation Petition application with the City. The subject property is located at 4405 W 1700 N, (Parcel #7931-A-1-A), and described as 51.24 acres. An **Annexation Plat Map** has been included for your review and consideration.

The property has two (2) large single-family residential dwellings and a large outbuilding (accessory structure) located north of the Santa Clara River. The applicant intends to utilize the **two homes as short-term rentals** and construct a **future wedding reception center** (see attached Aerial Map). Additionally, the property owner intends to develop a single-family **residential subdivision with ½ acre lots** south of the Santa Clara River (see attached Concept Plan).

Both proposals will require rezoning the property for these uses. This will be a separate process which requires a public hearing with the Planning Commission and approval of the City Council. The north portion of the property would require both a PDR and PDC Zone to allow for the proposed uses. The southern portion of the property would require an RA Zone allowing for the proposed use. The Open Space Zone would remain in the undeveloped areas of the property. Additionally, a **Development Agreement** will be needed to help guide the development of the property.

On May 14, 2025, the City Council accepted the Annexation Petition for further consideration. On June 18, 2025, Selena Nez, City Recorder, provided the Mayor and City Council members with a **Notice of Certification (attached)**. This notice indicated that the petition met the requirements of Utah Code Section 10-2-403(3) and (4).

State Code Requirements:

Utah Code Section 10-2-403(3) and (4) requires publishing of notice of the proposed annexation in a newspaper of local circulation at least once a week for three (3) consecutive weeks. The public notice also allowed for any written protest by a property owner(s) within the proposed annexation area or an affected entity with the Washington County Boundary Commission no later than **July 18, 2025**. A copy of any protest is also required to be delivered to the Santa Clara City Recorder. No comments and/or protest have been received by City staff as of the writing of this report.

Utah Code Section 10-2-425 indicates that if the City Council approves the proposed annexation by ordinance, the City shall comply with the filing and notice requirements within thirty (30) days of annexing the unincorporated area.

City Code Requirements:

Section 17.04.190 of city code includes annexation requirements. It states the following:

“New areas to be annexed to the City shall be classified in the Open Space (OS) Zone until such classification shall have been changed by an amendment to the zoning ordinance as provided by law.

Recommendation:

City staff recommends that the City Council hold a public hearing and allow for adjacent property owners and/or affected entities to provide comments. City staff also recommends that the City Council consider granting **Approval** for the Rosenbruch Annexation with the Open Space, OS Zone being placed on the subject property.

1700 N

working barn for livestock
Event Reception buildings

fenced orchard area with grass

Short Term Rental Home #2

Short Term Rental Home #1

agriculture area

pasture land for livestock

REAL FREE RANGE LLC

7391-A-1-A

pasture land for livestock

Santa Clara River

Proposed Subdivision of 6 lots

7394

NEW SANTA CLARE FIELD CANAL CO

SC-7

S

SC

SC-HSA-2B-211-F

Colh

SC-HSA-2

SC-HSA-2B-233-PT-F

GAY CHARLES ELWO

SC-HSA-2

SC-HSA-2B-20

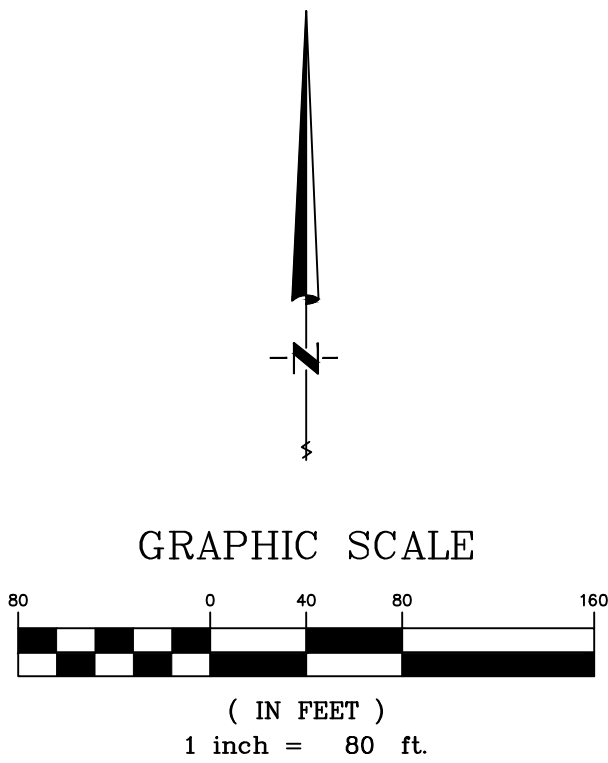
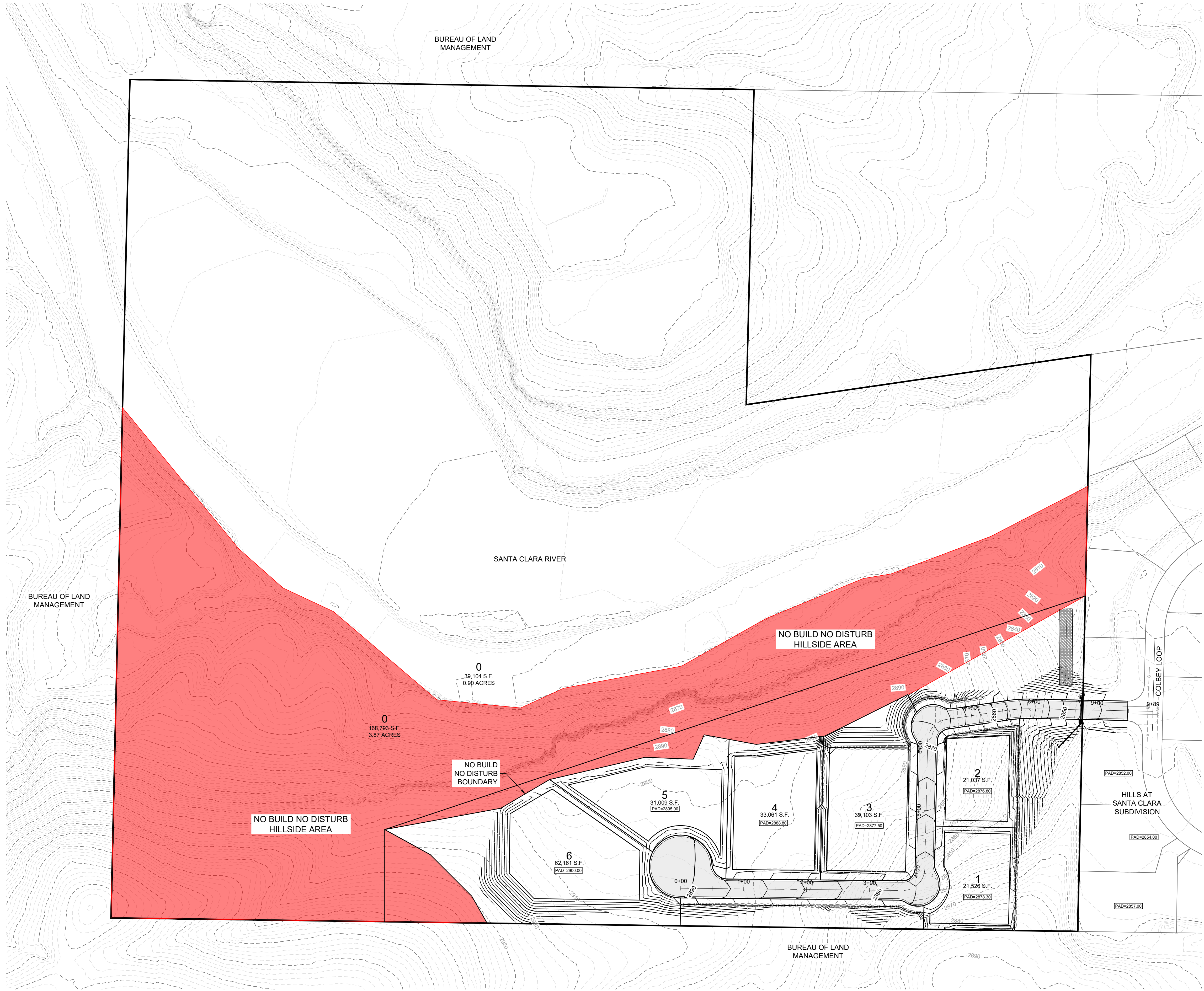
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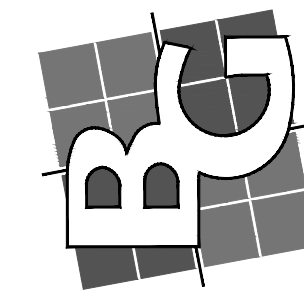
SC-HSA-2

SC-HSA

SC-HSA-2B-20



BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com



DATE: APR 2025
DRAWN: MG
APPROVED:
SCALE: NOTED
JOB NO. 241186

CONCEPT 4-22-25
SANTA CLARA 7391-A-1
WASHINGTON COUNTY, UTAH

SHEET 1 OF 1 SHEETS
FILE:

Preliminary.
For Review Only.
Not For
Construction.

Mayor
Rick Rosenberg

City Manager
Brock Jacobsen



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

June 18, 2025

NOTICE OF CERTIFICATION

To: The Honorable Mayor Rick Rosenberg

And: Members of the Santa Clara City Council

Re: Annexation Petition Certification – Randall Yocum Manager, Real Free Range, LLC

Dear Mayor Rosenberg and City Council Members,

Pursuant to Utah Code § 10-2-405, this letter serves as formal notification that the City Recorder has reviewed the annexation petition for the property generally located at: **4405 W 1700 N**

The City Council accepted the petition for further consideration on May 14, 2025. Following a detailed review, I hereby certify that the annexation petition:

- Meets the requirements of Utah Code § 10-2-403(3) and (4).
- Contains the necessary signatures and documentation.
- Complies with all applicable statutory provisions for annexation.

As required by law, this certification triggers the next steps in the annexation process, including the publish of notice of proposed annexation in a newspaper of local circulation at least once a week for three (3) consecutive weeks. Copies of this certification notice will also be sent to the petition sponsor and the county legislative body in accordance with state code.

Please contact my office if you require additional documentation or have any questions related to this certification.

Respectfully submitted,
Selena Nez
City Recorder
Santa Clara City, Utah

Mayor
Rick Rosenberg

City Manager
Brock Jacobsen



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

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

Date: July 2, 2025
To: Washington County, Utah
From: Selena Nez, City Recorder
Subject: Notice of Proposed Annexation – Real Free Range, LLC

Dear Washington County,

In accordance with **Utah Code § 10-2-406(1)(b)**, this letter provides **written notice of a proposed annexation** to Santa Clara City. On **June 18, 2025**, the City Recorder **certified the annexation petition** submitted by **Randall Yocum, Manager of Real Free Range, LLC**, for the property generally located at:

4405 W 1700 N, Santa Clara, Utah, Parcel Number 7391-A-1-A

The Santa Clara City Council accepted the petition for further consideration on **May 14, 2025**, and the petition has been reviewed and found to meet the requirements of Utah Code § 10-2-403(3) and (4).

You are receiving this notice as an affected entity as defined in Utah Code § 10-2-401(1)(a). As required by law, notice of the proposed annexation will also be published in a newspaper of general circulation for three consecutive weeks.

If you have any questions or require additional information regarding the proposed annexation, please feel free to contact me directly at (435) 673-6712 or by email at snez@santaclarautah.gov.

Sincerely,

Selena Nez
City Recorder
Santa Clara City

THANK YOU for your submission!

Your notice has been submitted for publication. Below is a confirmation of your order. You will also receive an email confirmation.

ORDER DETAILS

Order Number: LNVS0327607
Order Status: Submitted
Classification: Public Notices
Package: General Package
1 Affidavit: 10.00
Base amount: 98.44
Service fee: 3.93
Cash/Check/ACH
Discount: -0.00
Total payment: 102.37

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save! In no event are service fees refundable.

Payment Type: visa
User ID: L0110353
External User ID: 1541557

PREVIEW FOR AD NUMBER LNVS03276070

ACCOUNT INFORMATION

Santa Clara City
2603 Santa Clara Drive
Santa Clara, UT 84765
435-673-6712
snez@santaclarautah.gov
Santa Clara City
Contract ID:

PAYMENT DETAILS

visa*****2323

TRANSACTION REPORT

Date July 2, 2025 10:02:34
AM EDT

Amount: 102.37

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LNVS03276070

July 7, 2025

St. George Spectrum

July 14, 2025

St. George Spectrum

**SANTA CLARA CITY
PUBLIC NOTICE OF
PROPOSED ANNEXATION
PETITION**

Notice is hereby given that Santa Clara City has received a petition proposing the annexation of certain real property into the corporate limits of Santa Clara City. The City Recorder has certified the petition as required by Utah Code §10-2-808.

Pursuant to Utah Code §10-2-808, notice is hereby given that Santa Clara City intends to annex the area described in the annexation petition. The proposed annexation area is located at 4405 W 1700 N, Parcel Number 7391 A-1-A and contains approximately 51.24 acres. A complete legal description of the area proposed for annexation is available for inspection at the Santa Clara City Offices, 2603

SANTA CLARA CITY
PUBLIC NOTICE OF PROPOSED ANNEXATION PETITION

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Annexation Protest Deadline: Any written protest to the annexation petition must be filed by a property owner within the proposed annexation area or an affected entity with the Washington County Boundary Commission no later than **July 18, 2025**, and a copy of the protest must also be delivered to the Santa Clara City Recorder at the address listed below.

Public Comment: Citizens and affected entities are encouraged to review the annexation materials and submit written comments to the City Recorder during the publication period.

For further information, or to review the annexation petition and related documents, please contact the City Recorder: Selena Nez City Recorder, 2603 Santa Clara Drive, Santa Clara, UT 84765, during regular business hours.

Mayor
Rick Rosenberg

City Manager
Brock Jacobsen



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

June 18, 2025

NOTICE OF CERTIFICATION

To: The Honorable Mayor Rick Rosenberg

And: Members of the Santa Clara City Council

Re: Annexation Petition Certification – Randall Yocum Manager, Real Free Range, LLC

Dear Mayor Rosenberg and City Council Members,

Pursuant to Utah Code § 10-2-405, this letter serves as formal notification that the City Recorder has reviewed the annexation petition for the property generally located at: **4405 W 1700 N**

The City Council accepted the petition for further consideration on May 14, 2025. Following a detailed review, I hereby certify that the annexation petition:

- Meets the requirements of Utah Code § 10-2-403(3) and (4).
- Contains the necessary signatures and documentation.
- Complies with all applicable statutory provisions for annexation.

As required by law, this certification triggers the next steps in the annexation process, including the publish of notice of proposed annexation in a newspaper of local circulation at least once a week for three (3) consecutive weeks. Copies of this certification notice will also be sent to the petition sponsor and the county legislative body in accordance with state code.

Please contact my office if you require additional documentation or have any questions related to this certification.

Respectfully submitted,
Selena Nez
City Recorder
Santa Clara City, Utah



ANNEXATION/BOUNDARY ADJUSTMENT APPLICATION

AS PROVIDED BY THE CITY OF SANTA CLARA, UTAH, ZONING ORDINANCE

Filing Fees: \$1,000.00

Annexation is the legal process by which a city acquires land into its jurisdictional territory. According to the city's codes and ordinances (**Section 17.04.190**):

New areas to be annexed to the city shall be classified in the open space (OS) zone until such classification shall have been changed by an amendment to the zoning ordinance as provided by law.

APPLICATION SUBMITTAL CHECKLIST

The Planning Division will only accept complete applications with supporting documents as outlined below. Submittal of an application doesn't guarantee that this application will be approved. Please attach a copy of the "Annexation Plat" showing the proposed annexation area and a current property plat showing the names of all property owners within the annexation area.

APPROVAL CRITERIA AND PROCESS

A copy of the Santa Clara City Annexation Policy Plan adopted by **City Ordinance #2024-04 (as per Section 10-2-401.5 of Utah Code)** is available upon request. An electronic copy of this ordinance is available on the City website.

For specific Annexation Permit requirements before filing, please see **Sections 10-2-403 and 10-2-418 of Utah Code**.

Please also refer to Utah Code for more extensive information on annexations and the process followed (**10-2 Part 4**). See Utah Code online at <https://le.utah.gov/xcode/code.html>

MUNICIPAL BOUNDARY LINE ADJUSTMENTS

Utah State Code 10-2-419 sets forth the procedure for approving a municipal boundary line adjustment along a common boundary **when both cities concur with the boundary adjustment**. A municipal boundary line adjustment requires one plat with signature blocks for each city. Per Utah Code the public hearing notice period is a minimum of 60 days, followed by public hearings held by each city. See **Utah Code 10-2-419** for complete details.

ANNEXATION/BOUNDARY ADJUSTMENT APPLICATION

Date Submitted/Completed: _____ Fees (Office Use): _____ Receipt Number (Office Use): _____

PROPERTY OWNER CONTACT INFORMATION

Name(s): Randall Yocum Manager, Real Free Range, LLC

Phone: 480 347 5863 Email Address: Randy.yocum@gmail.com

Mailing Address: 2474 W. Chardonray Ln. City: St. George

State: UT ZIP: 84110

*If applicable, please attach an additional sheet containing the information requested above for each additional property owner.

AUTHORIZED REPRESENTATIVE CONTACT INFORMATION (IF APPLICABLE)

Name(s): Randall Yocum (see above)

Phone: _____ Email Address: _____

Mailing Address: _____ City: _____

State: _____ ZIP: _____

*If applicable, please attach an additional sheet containing the information requested above for each additional representative.

PROPERTY/PLAT INFORMATION

Full Address: _____

Total Area of the property or plat to be annexed: _____

Is the area contiguous with current Santa Clara City boundaries?: Yes

If a new development is being proposed in connection with the annexation petition, describe the development*:

*If applicable, please attach a schematic plan of the proposed development.

Identify any special districts or Washington County departments that are currently providing services to the subject area:

Identify any legal or factual barriers that may negatively affect the probability of the property or plat being annexed:

Please attach a copy of the "Annexation Plat" showing the proposed annexation area and a current property plat showing the names of all property owners within the annexation area. (Property plats are available from the Washington County Recorder's Office at 87 N 200 E, St. George, UT 84770.)

PROPERTY OWNER AFFIDAVIT

I (We), Randall G Yocum, depose and say that I (we) am (are) the owner(s) of the property identified in this application and that the statements herein contained, the information provided in the attached documents, and other exhibits are in all respect true and correct to the best of my (our) knowledge.

Randall G Yocum
Property Owner

Property Owner

Subscribed and sworn to me this 02 day of April, 2025.

Jessica Stanley
Notary



AUTHORIZED REPRESENTATIVE AFFIDAVIT

I (We), _____, the owner(s) of the property described in the attached application, do authorize as my (our) representative(s),

_____, to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body regarding the attached application and the act in all respects as my (our) agent in matters pertaining to the attached application.

Property Owner

Property Owner

Dated this _____ day of _____, 20_____, personally appeared before me, _____, the signer(s) of the Authorized Representative Affidavit who duly acknowledged to me that the executed the same.

Notary



NOTICE

TO OWNER OF REAL PROPERTY LOCATED WITHIN, OR WITHIN 300 FEET OF, AN AREA PROPOSED TO BE ANNEXED

Attention: Your property may be affected by a proposed annexation.

Records show that you own property within an area that is intended to be included in a proposed annexation to Santa Clara City or that is within 300 feet of that area. If your property is within the area proposed for annexation, you may be asked to sign a petition supporting the annexation. You may choose whether to sign the petition. By signing the petition, you indicate your support of the proposed annexation. If you sign the petition but later change your mind about supporting the annexation, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of Santa Clara City within 30 days after Santa Clara City receives notice that the petition has been certified.

There will be no public election on the proposed annexation because Utah law does not provide for an annexation to be approved by voters at a public election. Signing or not signing the annexation petition is the method under Utah law for the owners of property within the area proposed for annexation to demonstrate their support of or opposition to the proposed annexation.

You may obtain more information on the proposed annexation by contacting: Chris Shelley, Recorder

2603 Santa Clara Drive

Santa Clara, UT 84765

(435) 673-6712

cshelley@santaclarautah.gov

OR



Real Free Range, LLC c/o Randall Yocum

2474 W. Chardonnay Lane St. George, UT 84770

(480) 347-5863

Randyocum@gmail.com

Once filed, the annexation petition will be available for inspection and copying at the office of Santa Clara City located at 2603 Santa Clara Drive, Santa Clara, Utah.

Enclosure: Map of proposed annexation area

Sincerely,

Reid Walkenhorst

Reid Walkenhorst

Washington County

Community Development



Community Development

Scott Messel

Community Development Director

I, Reid Walkenhorst, Washington County Planner, do hereby certify that Exhibit A is a true and correct listing of the property owners of record in the Washington County Assessor's Office, who are within 300' of the property proposed by the Rosenbruch Addition Annexation, described as:

Beginning at the West Quarter Corner of Section 17, Township 42 South, Range 16 West, Salt Lake Base & Meridian, said point being a 1968 B.L.M. Brass Cap, and running;

thence North 01°17'22" East 1,334.98 feet along the section line to the North 1/16th/ corner sections 17 & 18, said Township 42 South, Range 16 West, S.L.B. & M.;

thence South 89°08'31" East 2,029.23 feet along the 1/16th/ line to the North 1/16th/ corner said section 17;

thence South 00°12'07" West 332.48 feet along the center section line to the Northeasterly corner of the Presidio Addition, as found on file at the Washington County Recorder's Office, Entry No. 20060049576;

thence along the Northerly and Westerly boundary of said Presidio Addition the following (2) courses;

thence South 81°31'13" West 507.65 feet;

thence South 01°20'11" West 916.59 feet to the Southwesterly corner said Presidio Addition and to the Southerly line of said Section 17;

thence North 89°16'34" West 1,534.10 feet along said Southerly line section 17 to the Point of Beginning.

Containing 2,232,060 square feet or 51.24 acres, within the Washington County Unincorporated area, to whom the notice contained in Exhibit B and the map labeled Exhibit C were mailed via US Postal Service, postage pre-paid, on or about April 25, 2025.

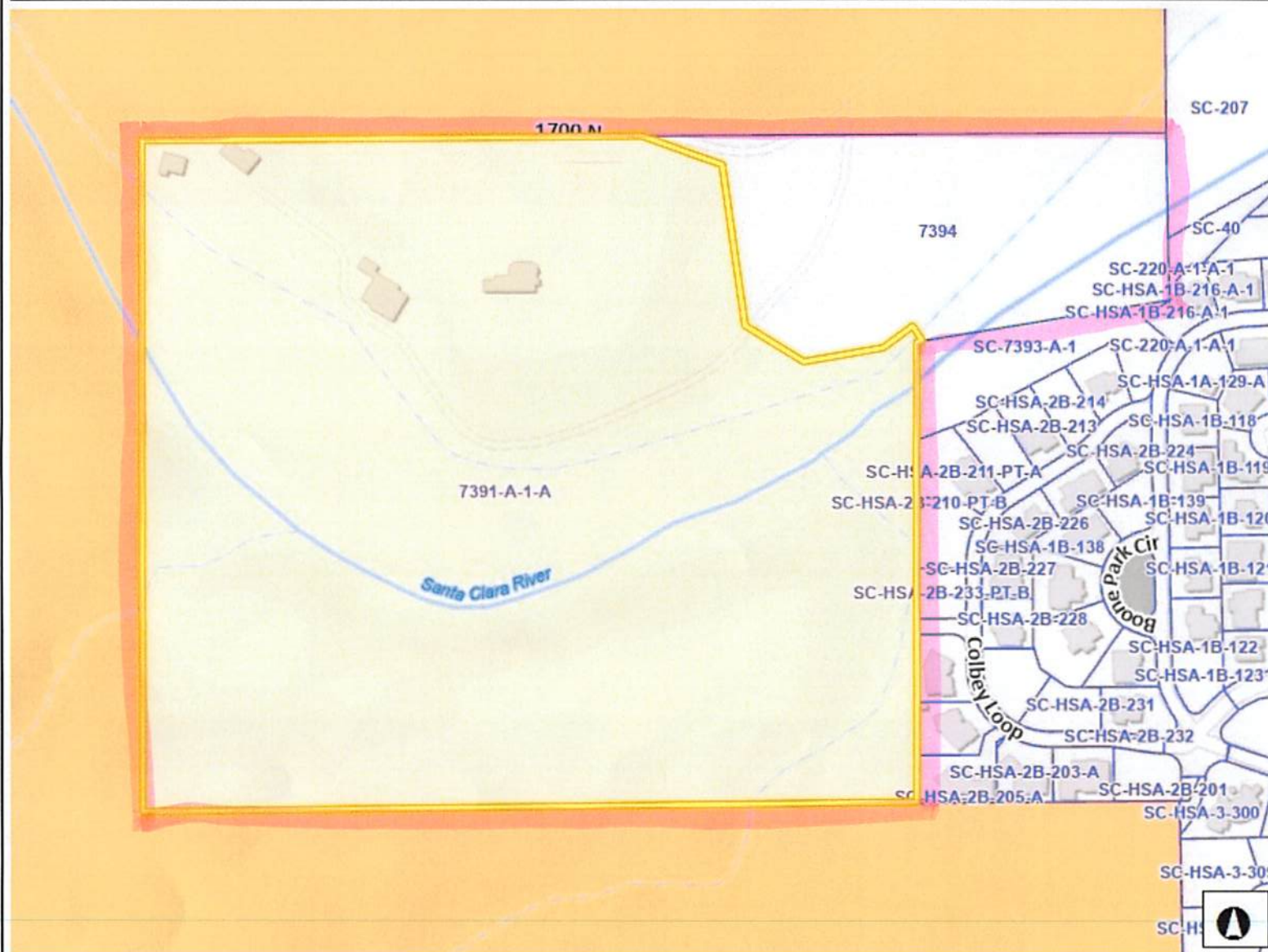
Reid Walkenhorst

Washington County Community Development

EXHIBIT A
TO ANNEXATION POLICY PLAN
ANNEXATION POLICY PLAN MAP
(See following page)



Annexation



Legend

- Parcels
- Ownership
 - U.S. Forest Service
 - U.S. Forest Service Wilderness
 - Bureau of Land Management
 - Bureau of Land Management Wildlife
 - National Park Service
 - Shivwits Reservation
 - Utah Division of Wildlife Resources
 - Utah Division of Transportation
 - State Park
 - State of Utah
 - Washington County
 - Municipally Owned
 - School District
 - Privately Owned
 - Water
 - Water Conservancy District
 - State Assessed Oil and Gas
 - Mining Claim

752.3 0 376.17 752.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.

Notes

When recorded, return to:

Santa Clara City
c/o Matthew J. Ence
SNOW JENSEN & REECE, PC
912 West 1600 South, Suite B200
St. George, UT 84765

Parcel No.: 7391-A-1-A

**ANNEXATION AGREEMENT
ROSENBRUCH ADDITION
(Santa Clara City)**

THIS ANNEXATION AGREEMENT (herein “Agreement”) is entered into this ____ day of August, 2025, by and between Real Free Range, LLC, a Utah limited liability company (“Owner”), and the City of Santa Clara, a municipal corporation and political subdivision of the State of Utah (herein “City”).

RECITALS

WHEREAS, Owner owns approximately 43.33 acres of land in Washington County, Utah, which Owner has petitioned to have annexed into the City.

WHEREAS, Owner’s real property within the City is described in [Exhibit “A”](#) (hereafter the “Property”); and

WHEREAS, on July ___, 2025, the City Council approved the annexation of Owner’s property into the City, subject to the terms and provisions of this Annexation Agreement.

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

1. Recitals.

The Recitals above are hereby incorporated into this Agreement.

2. Utility Service to the Property.

a. That portion of the Property north of Santa Clara River may continue to receive electrical service from Rocky Mountain Power so long as electrical infrastructure does not need to be developed or expanded. In the event that development or other changes to the legal use of the property at the time of annexation require additional connections or infrastructure, then the property needs to be transitioned to Santa Clara power and the costs of the same will be borne by the property owner.

b. That portion of the Property south of the Santa Clara River will at all times be serviced by Santa Clara City utilities, including but not limited to sewer and power.

3. Access to the Property via Public Roads.

- a. Any new development on that portion of the Property north of Santa Clara River will require dedication of all roadways sufficient to provide public road access to all current and applied-for land uses, to City standards and specifications.
- b. Until additional development entitlements are sought on the north side of Santa Clara River, Santa Clara City will continue to maintain the existing access roads in their current condition.

4. Agreement to Run with the Land.

This Agreement shall be recorded in the Office of the Washington County Recorder, shall be deemed to run with the Property, shall encumber the same, and shall be binding on and inure to the benefit of all successors and assigns of Owner in the ownership or development of any portion of the Property.

5. Assignment.

Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Owner.

6. No Joint Venture, Partnership or Third-Party Rights.

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

7. Amendment or Supplementation.

This Agreement may be amended, supplemented or replaced with the signed, written agreement of both parties hereto, including with a development agreement later approved in relation to development on one or more portions of the Property.

8. Integration.

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

9. Notices.

Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for who intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as communications under this Agreement shall be deemed to have been given and received and shall be

effective three (3) days after deposit in the U.S. Mail to the recipient's address as set forth herein:

City:

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

Owner:

Real Free Range, LLC

With a copy to:

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

With a copy to:

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

10. Law and Usage.

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

11. Court Costs.

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

12. Expenses.

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

13. Waiver.

Acceptance by either party of any performance less than required hereby shall not be

deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

14. Effective Date.

This Agreement shall be effective as of the date filed for public record in the office of the Recorder for Washington County, Utah.

(signatures on the following page)

Remainder of page left blank

IN WITNESS WHEREOF, the parties hereunder have executed this Agreement on the date first written above.

OWNER

CITY OF SANTA CLARA

Real Free Range, LLC

By:
Its:

Rick Rosenberg, Mayor

Attest:

Selena Nez, City Recorder

STATE OF UTAH,)
 : ss.
County of Washington.)

On the _____ day of July, 2025, personally appeared before me _____, who being by me duly sworn did say that he/she is the _____ of Real Free Range, LLC; and that he/she executed the foregoing Annexation Agreement in behalf of said company, being authorized and empowered to do so, and that the company executed the same freely and voluntarily for the uses and purposes stated therein.

Notary Public

EXHIBIT “A”
LEGAL DESCRIPTION

Mayor

Rick Rosenberg

City Manager

Brock Jacobsen



City Council

Jarett Waite

Ben Shakespeare

Christa Hinton

David Pond

Janene Burton

CITY COUNCIL

Meeting Date: August 13, 2025

Agenda Item: 3

Applicant: Ryan VonCannon

Requested by: Ryan VonCannon

Subject: RAP Tax discussion

Description:

Discuss and award RAP tax funds

Recommendation: Approval

Attachments: N/A

Cost: 0

Legal Approval: N/A

Finance Approval: N/A

Budget Approval: N/A

SHAKESPEARE IN THE PARK

DETAILED COST ESTIMATES

HAM Productions
Heidi and Michael Lee
2312 Jacob Drive
Santa Clara, UT 84765
435.414.5688
hamproductionsinc@gmail.com

Infrastructure Rentals (one week)

Audio \$3,000

-speakers, sound board,
lavalier mics, cable

Stage, etc. \$7,200

-installation/strike, stairs,
truss, skirt, tents, spotlights

Production

Set \$4,000

Costumes \$800

Props \$600

Make-up \$100

Expendables \$300

Lighting \$1,000

Business

Marketing \$1200

Legal/Insurance \$500

Administrative costs \$1,500

Production staff fees \$3,000

Rehearsal space **\$0

Website \$350

Storage Space \$2,500

Entertainment \$1,000

Backstage/Event site

On-site storage \$350

Porta potties \$1,300

Equipment canopy/tent **\$0

Crossing Guard \$600

ESTIMATED TOTAL \$29,300

†Santa Clara RAP Tax Funds Requested: \$14,000

*Santa Clara Elementary has agreed to allow us a free rehearsal space if Shakespeare in the Park is considered a city event

†We intend to solicit sponsorships and apply for additional RAP tax funds through the county. Santa Clara City RAP tax funds will be used to pay for the infrastructure rentals and production elements first and foremost.

Applicant Information

Date of Application

May 28, 2025

Applicant Name

HAM Productions / Shakespeare in the Park

Address

2312 Jacob Drive
Santa Clara, UT 84765
United States

Email

hamproductionsinc@gmail.com

Financial Information

Proof of Non Profit Status - File Upload

You do not have permission to do that

Financial statement for applicant's prior year of operation:

You do not have permission to do that

How long has applicant been in existence?

Seven years

Proposed qualifying expenses to be paid with RAP tax funds & detailed cost estimates for the proposed project:

Please see attached file in "additional documentation." RAP funds will primarily be used for stage/truss/light/infrastructure/audio rentals. Then the funds will be used for the production elements such

as sets, costumes, sound, props, etc...

Explain the applicant's other sources of funding for the project for which RAP tax revenue is requested:

Washington County RAP Tax

Savage, Esplin, Radmall Accounting In-Kind Donation

If the applicant has received RAP tax funds within the past three (3) years, an accounting showing how the prior RAP funds were spent:

Please see attached financial spreadsheet detailing all expenditures in "Financial statement for applicant's prior year of operation." Financial information for 2025 is included since the event was cancelled in 2024 and was then produced in April of 2025. The 2025 financial statement is a more accurate look at the costs for producing Shakespeare in the Park. A financial spreadsheet of all expenditures for 2024 is available upon request. RAP tax is primarily used for big ticket items like rental costs, sound, lighting, set, etc...

Additional Documentation - File Upload

You do not have permission to do that

Signature

Applicant Signature

Heidi Lee

Type Name

Heidi Lee

Date Signed

May 28, 2025

Mayor

Rick Rosenberg

City Manager

Brock Jacobsen



City Council

Jarett Waite

Ben Shakespeare

Christa Hinton

David Pond

Janene Burton

CITY COUNCIL

Meeting Date: August 13, 2025

Agenda Item: 4

Applicant: N/A

Requested by: Debbie Bannon

Subject: Adding signer to State Bank account

Description:

Staff is requesting to add Sabrina Fichter, Deputy Treasurer, as a signer to the State Bank account. When writing checks it requires two signatures and at times we do not have approved signers in the office. We would like to add Sabrina giving us another person available to sign checks when needed.

Recommendation: Approval

Attachments: N/A

Cost: 0

Legal Approval: N/A

Finance Approval: N/A

Budget Approval: N/A

Mayor

Rick Rosenberg

City Manager

Brock Jacobsen



City Council

Jarett Waite

Ben Shakespeare

Christa Hinton

David Pond

Janene Burton

CITY COUNCIL

Meeting Date: August 13, 2025

Agenda Item: 5

Applicant: N/A

Requested by: Dustin Mouritsen

Subject: Turf Buy Back Partnership with WCWCD

Description:

Discussion and action for approval of the turf removal partnership program with WCWCD allowing \$1.00 per square foot for sod removal up \$500.00 per applicant. This will increase the turf removal program from \$2.00 per sq. ft. to \$3.00 per sq. ft. using the excess water surcharge funds encumbered by WCWCD prior to September 1, 2024 in the amount of \$82,083.00. The funding needs to be obligated to a water conservation project prior to December 2026 or the funds become non-refundable.

Recommendation: Approval

Attachments: N/A

Cost: 0

Legal Approval: Yes

Finance Approval: Yes

Budget Approval: Yes

“Piggyback” Rebates

Supplemental municipal funding

- \$82,083 in Santa Clara EWUS Equity funds
- Additional \$1/SF up to \$500 per resident

Qualifies for EWUS equity program
passed by the WCWCD board

Cost matched by the State of Utah

Effective Sep 1, pending SC City Council
and WCWCD approval



Item 3 - Recommendation

Move to approve the resolution to modify the Water Efficient Landscape Program to pay applicants \$2 per square foot for all qualifying square footage effective September 1, 2025, up to the existing program maximum, and authorize staff to develop necessary policy and/or processes to utilize supplemental funding.

Mayor

Rick Rosenberg

City Manager

Brock Jacobsen



City Council

Jarett Waite

Ben Shakespeare

Christa Hinton

David Pond

Janene Burton

CITY COUNCIL

Meeting Date: August 13, 2025

Agenda Item: 6

Applicant: N/A

Requested by: Cody Mitchell

Subject: 3rd Party Inspection Service Agreement

Description:

This agenda item is brought before City Council to review and consider entering a 3rd party agreement with Independent Inspections LLC. The purpose of the agreement is to add options and ensure back-up building inspection coverage for the Building Department as needed.

Recommendation: Approval

Attachments: N/A

Cost: 0

Legal Approval: Yes

Finance Approval: N/A

Budget Approval: Yes

Independent Inspections LLC
2890 S 3480 W
Hurricane Ut, 94737
435=841-9585



INDEPENDENT CONTRACTOR AGREEMENT FOR INSPECTION SERVICES

This Independent Contractor Agreement ("Agreement") is made and entered into this **date**
_____, by and between:

Independent Inspections LLC 2890 South 3480 West Hurricane, Utah 84737
(Hereinafter referred to as "Contractor")

AND

The City of Santa Clara 2603 Santa Clara Drive Santa Clara, Utah 84765 (Hereinafter referred to as "City")

1. SCOPE OF SERVICES

The City hereby engages the Contractor to provide professional inspection services for new construction and permits within the City's jurisdiction. The specific services to be provided by the Contractor shall include, but are not limited to:

- a. Conducting new construction inspections, including foundation, framing, plumbing, electrical, and mechanical systems, to ensure compliance with all applicable building codes, ordinances, and approved plans.
- b. Reviewing and inspecting permits and related documentation.
- c. Providing detailed inspection reports to the City in a timely and professional manner.
- d. Other related inspection services as requested and mutually agreed upon.

2. COMPENSATION

For the services rendered under this Agreement, the City shall compensate the Contractor according to the fee schedule detailed in **Attachment A: Pricing Schedule**, which is attached hereto and incorporated by reference. Invoices for services rendered shall be submitted by the Contractor on a weekly basis and shall be paid by the City within thirty (30) days of receipt.

3. INDEPENDENT CONTRACTOR STATUS

The Contractor shall, at all times, be an independent contractor and not an employee, agent, joint venture partner, or partner of the City. The Contractor shall be solely responsible for all federal, state, and local taxes, and for providing its own workers' compensation, unemployment, and other insurance. The Contractor shall have exclusive control over the means, methods, and details of performing the services.

4. TERM AND TERMINATION

This Agreement shall be effective as of the date first written above and shall continue until terminated by either party.

Either party may terminate this Agreement at any time, for any reason or no reason, by providing **15** days written notice to the other party. Upon termination, the City shall pay the Contractor for all services satisfactorily rendered and expenses incurred up to the date of termination, in accordance with the pricing schedule in Attachment A.

5. INSURANCE

The Contractor shall maintain, at its sole expense, the following insurance coverages: a. Commercial General Liability insurance with a minimum limit of **\$1,000,000** per occurrence. b. Professional Liability (Errors and Omissions) insurance with a minimum limit of **\$1,000,000** per claim. c. Workers' Compensation insurance as required by law.

The Contractor shall provide the City with certificates of insurance as proof of coverage upon request.

6. INDEMNIFICATION

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses (including attorneys' fees) arising out of or resulting from the Contractor's performance of the services under this Agreement, including any negligence or willful misconduct of the Contractor.

7. CONFIDENTIALITY

The Contractor agrees to maintain the confidentiality of all proprietary or confidential information received from the City or its residents during the performance of this Agreement. This obligation shall survive the termination of this Agreement.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Any disputes arising under this Agreement shall be resolved in the appropriate state or federal court located in Washington County, Utah.

9. ENTIRE AGREEMENT

This Agreement, including Attachment A, constitutes the entire understanding between the parties and supersedes all prior agreements, discussions, and understandings, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INDEPENDENT INSPECTIONS LLC

By: _____[

Date: _____

THE CITY OF SANTA CLARA

By: _____

Date: _____

ATTACHMENT A : Pricing schedule

Building Plan Review \$75.00 per hour

Building Inspector residential \$75.00 per hour

Building Inspector commercial \$80.00 per hour

Clerical Support \$50.00 per hour

**Inspection time calculated from starting first inspection to end of last inspection
Lunch or breaks will not be charged**

AMERICA250 UTAH

LOGO USAGE AGREEMENT

This Trademark License Agreement (“Agreement”) is entered into on August 13, 2025 (“Effective Date”) by and between the State of Utah’s Department of Cultural and Community Engagement, a state governmental entity with a principal place of business at 3760 S. Highland Dr., Millcreek, UT 84106 (“Department”) and [Entity], a Utah [county/municipal/tribal government], with a principal place of business at 2603 Santa Clara Drive, UT 84168 (“Entity”). The Parties execute the Agreement under relevant provisions of the Interlocal Cooperation Act at Title 11, Chapter 13 of the Utah Code.

BACKGROUND FACTS

In preparation for America’s 250th anniversary (“Semiquincentennial”) in 2026, Utah’s goal is to create a brand identity for the Semiquincentennial that can bring communities together and generate awareness for the anniversary. To that end, America250 Utah has chosen to utilize a licensing agreement for its logo and name with the national foundation, America250™. The Department’s hope is that, in coordination with counties, cities, tribes, and organizations planning events around the state, we can create a unifying America250 Utah brand that creates a sense of cohesion leading up to 2026, bringing together celebrations and commemorations around the state and country.

To permit local governments to access the America250 Utah logo and use the America250 name in individual brand identity, we will share this Agreement, which functions as a standalone licensing agreement, with county, city, and tribal committees that complete the steps detailed in the next paragraph. These local governments will receive a community-specific logo to use. To become a Utah250 Community member and receive a community-specific logo, Entity must do each of the following:

- 1) Pass a resolution in a public meeting of its governing commission or council;
- 2) Submit to the Department a list of Entity’s Utah250 Community committee members;
- 3) Share with the Department the committee’s plans and detail how Entity will utilize any funds or branding received by America250 Utah in alliance with America250 Utah’s mission, vision, and pillars; and
- 4) Sign and return this Agreement to the Department.

SCOPE OF WORK

After communities have completed the above four steps, America250 Utah will share a unique, community-specific logo with the municipality and an organizing stipend. Counties and Tribal nations that create a Utah250 Community committee may receive a stipend of \$3,000 and city councils may receive a stipend of \$1,500.

TERMS AND CONDITIONS

The parties agree as follows:

ARTICLE I—DEFINITIONS

Unless the Agreement clearly indicates the contrary, the following terms have the following meanings:

1.1 “Confidential Information” means information that is deemed private, protected, controlled, or confidential under applicable state and federal laws, including personal information. The Department and the State of Utah reserve the right to identify, during and after this Agreement, additional reasonable types of categories of information that must be kept confidential under federal and state laws.

1.2 “Trademark” means the Entity-specific logo that the Department creates and provide to Entity under this Agreement.

1.3 “Licensed Products” means any Entity-designed or -produced products that feature the Trademark.

1.4 “Licensed Territory” means the United States and its territories, and possessions.

ARTICLE II—GRANT OF TRADEMARK LICENSE

2.1 If for any reason Entity wishes to utilize the America250 Utah or America250™ logos or marks in a way not permitted by this Agreement, Entity must first submit a request to Nicole Handy for Department review and approval.

2.2 Upon the terms and conditions in this Agreement, the Department grants to Entity and Entity accepts, for the Agreement term, the limited right to use the Trademark in the Licensed Territory.

2.3 Unless sooner terminated under Article VI, the Agreement will remain in force until December 31, 2026. If the Agreement is renewed, the new Agreement shall expire five (5) years from the prior expiration date.

2.4 The Department shall be permitted to provide input on and final say on the Trademark’s use in any Licensed Product.

2.5 This Agreement may be amended or modified only by written agreement of both parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement, even if listed elsewhere in the Agreement.

2.6 The Department may use the Trademark however it wishes and may grant license rights for any use of its Trademark to other vendors during the term of this Agreement.

2.7 Entity has no authorization, express or implied, to bind the Department or the State of Utah to any agreements, settlements, liability, or understanding and agrees not to perform acts as an agent for the Department.

2.8 The Department and the America250 Foundation, Inc. (“Foundation”) have executed a separate agreement (“Contract”), available to Entity upon request, that governs the Department’s right to use and sublicense at least one separate trademark from which the Trademark is derived. In using the Trademark, Entity shall be bound to all terms and limitations applicable to the Department under the Contract. Among other things, those terms and limitations include Branding and Trademark Usage Guidelines that govern the use of the Trademark. Though the Department has reviewed the Contract and made the good-faith determination that nothing in this Agreement conflicts with the separate agreement, this determination does not constitute legal advice. Entity shall be responsible for securing legal advice and opinions from its own legal counsel.

ARTICLE III—USE OF TRADEMARK

3.1 Except as authorized under this Agreement, Entity will not use the Trademark or trade name in any manner for or in connection with the use, advertising, sale, offer for sale, or promotion of any Licensed Products without the express written consent of the Department. Entity agrees to comply with all licensing terms and limitations applicable to the State of Utah under its STATE & TERRITORY PARTNERSHIP & SUBLICENSE AGREEMENT with America250.org.

3.2 Entity undertakes fully and without reservation to render to the Department all assistance in connection with any matter pertaining to the Trademark protection, including furnishing documents, records, files, or other information; making available its employees; and executing all necessary documents. The Foundation will maintain the registration for the Trademark.

3.3 Apart from its license rights under this Agreement, Entity will not acquire any right, title, or interest in the Trademark during this Agreement.

3.4 Entity may not challenge the validity or ownership of the Trademark or assist in any claim that is adverse to the Department or the State of Utah. Furthermore, Entity may not commit an act that may prejudice the Foundation or the Department’s rights in the Trademark or damage the Foundation or the Department’s reputation. Entity may not attempt to register a trademark similar to the Trademark. The Parties agree that if Entity violates this or any other provision in this Agreement, the Department or the State of Utah will suffer economic harm and the Department or the State of Utah will be entitled to seek reasonable damages.

3.5 In addition to the permitted uses described in Article III, Entity may use the Trademark to do each of the following:

- i. Promote events and programs commemorating the Semiquincentennial.
- ii. Share the Trademark with agencies and organizations in the Entity’s city, county, or tribal jurisdiction;

- iii. Produce, sell, and distribute merchandise bearing the Trademark, subject to all other terms of this Agreement, including Article IV;
- iv. Create and promote an America250 website with Entity's county, city, or tribal name prominently represented; and
- v. Utilize the Trademark—but not any of the separate trademarks from which the Trademark is derived—for fundraising, corporate sponsorship, or any other commercial activity.

3.6 Entity may not do any of the following:

- i. Alter the Trademark in any way;
- ii. Pursue merchandising or royalty agreements involving the words "America250" or any registered America250 mark; or
- iii. Use the Trademark in connection with the promotion of any partisan or political event or activity.

ARTICLE IV—QUALITY CONTROL

4.1 As noted in Section 2.8, the Trademark derives from separate trademarks owned by the Foundation. Entity may not design or sell products that feature any of those separate trademarks without the Department's prior written approval.

4.2 Entity will produce, sell, and distribute Licensed Products in accordance with all applicable federal, state, and local laws. The quality of the Licensed Products will at all times be equal to or greater than the quality of any other products currently produced or sold by Entity.

4.3 On each anniversary of this Agreement, or from time to time upon the Department's reasonable request, the Department may review random samples of Licensed Products. The Department may also review any labels, cartons, containers, packing and wrapping material, and advertising and promotional items used in connection with the use Trademark by Entity.

4.4 If the Department objects to a quality change in the Licensed Products, it will inform Entity immediately, in writing, and specify the reasons for such disapproval. Entity will have twenty-one (21) days from the certified mail receipt of such notice to cure any defects. If the Parties acknowledge that the cure will take longer than twenty-one (21) days, Entity may ask for one 14-day extension. If any defects are not cured, the Department may terminate the Agreement under Article 6.1.

ARTICLE V—ADVERTISING

5.1 From time to time upon the Department's reasonable request, Entity will furnish to the Department, without cost, representative advertising, promotion, and sales examples of materials bearing the Trademark to the Department to ensure that the Trademark's use accords with this Agreement.

5.2 In all printed materials, Entity must acknowledge that the Foundation owns and the Department sublicenses the Trademark.

ARTICLE VI—DEFAULT AND TERMINATION

6.1 The Department may terminate this Agreement with cause at any time by written notice to Entity. Cause includes Entity's breach of any provisions in this Agreement or if Entity is otherwise in default and does not cure the breach or default within twenty-one (21) days after written notice by the Department, delivered via USPS certified mail.

6.2 This Agreement may also be terminated without cause (for convenience), in advance of the expiration date, by either party, upon one hundred eighty (180) days' prior written termination notice being given to the other party.

6.3 If this Agreement is terminated by the Department for cause, or terminated without cause by either party, the Parties will confer on the sale of remaining Licensed Product and the Department reserves the right to demand that the remaining inventory be sold within one hundred eighty (180) days. Upon termination of this Agreement, and after the one hundred eighty (180) day sell-off period, Entity will be prohibited from selling Licensed Product. If any portion of the stipend has not been used or spent by Entity, then within five business days of notice of termination from the Department, Entity shall refund the unused portion of the stipend. If Entity creates a material breach of this Agreement, the Department shall have the right to demand and collect the stipend from Entity.

ARTICLE VII—INDEMNIFICATION AND INSURANCE

7.1 Entity shall hold harmless, defend, and indemnify the Department against any and all claims, demands, and causes of action arising out of any defects or Entity's failure to perform as to the Licensed Products or any material used in connection therewith or any use thereof.

7.2 Entity represents that it is a fully self-insured governmental entity covered by Utah's Division of Risk Management or a comparable agency within its county, municipal, or tribal government. Based solely on this representation, Entity shall not be required to carry additional insurance. If at any time during the Agreement term the first sentence of this section ceases to be true, Entity shall immediately purchase commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of such insurance shall be no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate, and Entity shall add the State of Utah as an additional insured with notice of cancellation.

7.3 Entity warrants that any Licensed Products provided by them under this License Agreement will not, to Entity's knowledge, infringe any third-party copyrights, patents, Trademark, or trade secrets that exist, arise, or are enforceable under the laws of the United States.

ARTICLE VIII—MISCELLANEOUS

8.1 The Parties are governmental entities subject to the Governmental Immunity Act ("Act").

The execution of this Agreement does not constitute a waiver or forfeiture of any protections or defenses under the Act.

8.2 This Agreement is governed by the laws, rules, and regulations of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

8.3 Entity agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Entity further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Entity's employees.

8.4 Entity will not represent itself as the agent or legal representative for the Department, the State of Utah, or the Foundation for any purpose whatsoever, and has no right to create or assume any similar obligation, express or implied, for or on behalf of the Department, the State of Utah, or the Foundation in any way. This Agreement does not create any agency, partnership, or joint venture between the parties.

8.5 This Agreement will not be assigned, transferred, or sublicensed by Entity except with the Department's prior written consent. Any violation of the preceding sentence is null and void and any attempt by Entity to assign, transfer, or sublicense its rights will result in immediate termination of this Agreement and Entity's rights to the Trademark. Subject to such restriction and to the restriction against assignment provided above, this Agreement binds to the parties' benefit and their permitted successors.

8.6 If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining portions of the Agreement shall remain valid.

8.7 Neither party will be held responsible for delay or default caused by fire, riot, act of God, and/or war that is beyond that party's reasonable control. The Department or the State of Utah may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.

8.8 A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

8.9 In the event of any judicial action to enforce rights under this Agreement, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

8.10 This Agreement constitutes the complete and final agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

8.11 All notices and statements required under this Agreement will be in writing addressed to the parties as set forth below and sent certified mail or email, return receipt requested, unless an address change notification is given in writing. The mailing date is the date the notice or statement is given.

If to the Department:

Salt Lake City, UT 84114

If to Entity:

Attn: Nicole Handy
Department of Cultural and Community
Engagement
3760 South Highland Drive

(This section is intentionally left blank. Signature page follows)

IN WITNESS, the parties have caused this instrument to be duly executed as of the day and year first above written.

**State of Utah, Department of
Cultural and Community
Engagement:**

[Entity Name]: City of Santa Clara

Print Name:

Title:

Date:

Print Name: Rick Rosenberg

Title: Mayor

Date August 13, 2025



MEMORANDUM OF UNDERSTANDING

Between the
AMERICA250 UTAH COMMISSION
and

1. Parties

This Memorandum of Understanding ("MOU") is between America250 Utah Commission, hereinafter referred to as ("A250UT"), a state governmental entity, and (_____), a Utah municipality or county, hereafter referred to as (_____).

2. Purpose

The purpose of this memorandum is to outline the materials and information that (_____) will share with A250UT in direct connection to the stipend received.

3. MOU Agreement

Now, therefore, in consideration of the mutual promises and undertakings of the parties to the MOU, and for the other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties enter into this MOU subject to the following terms and conditions:

SPECIAL TERMS

4. A250UT agrees to:

- a. Allocate a stipend of \$ _____ to (_____) for use on events or promotion of local America250 Utah community initiatives.
- b. Provide updates on America250 Utah events and programs around the state during every other month calls starting in August 2025.
- c. Maintain open communication lines for questions and support.

5. (_____) agrees to:

- a. Promote America250 Utah in at least one public forum, e.g., social media post, onstage mention, or promotional materials.
- b. Collect and keep record of local anniversary events and information to share with A250UT as part of a brief archive report due August 2026, including:
 - i. How stipend dollars were utilized
 - ii. Local event/initiative(s), date(s), location(s), purpose, attendance, social media engagement, etc.
 - iii. Additional digital artifacts, including photographs
 - iv. Post at least one event on [NowPlayingUtah.com](https://nowplayingutah.com) specifically tagging America250 Utah
- c. To allow America250 Utah to share contact information of its designated contact for (_____) local America250 committee on the America250 Utah website for public use and access. Please designate contact below:
 - i. Contact name _____
 - ii. Contact email _____
 - iii. Contact Phone number _____
 - iv. Address _____

6. Compliance with Laws

In performance of this MOU, both parties shall comply with all applicable federal, state, and local laws, codes, regulations, rules and orders.

* * *

By signing below, (_____) represents that it has carefully read this MOU and has had the opportunity to review and discuss the MOU with legal counsel. No representations, statements, or inducements, either oral or written, apart from those contained in this MOU, have been made.

Nicole Handy
Executive Director, America250 Utah Commission
Department of Cultural and Community Engagement

Date

Name: _____
Title: _____
Affiliation: _____

Date

For additional information contact:

Chris Abbott
Associate Director, America250 Utah Commission
Utah Department of Cultural & Community Engagement
chrisabbott@utah.gov
801.707.7833