



NOTICE AND AGENDA
SANTA CLARA CITY COUNCIL MEETING
WEDNESDAY, MARCH 25, 2026
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, March 25, 2026, 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 Greg Wright, Westside Baptist Church

3. Conflicts and Disclosures:

4. Working Agenda:

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

1. Public Hearing to receive public comments from the affected entities Under the State Annexation Statute, UCA 10-2-803, which was amended by the Utah Legislature in 2025, Santa Clara intends to adopt an Annexation Policy Plan.
2. Public Hearing to receive public comments regarding a Single Event Liquor License and Special Event Permit for the Equality Utah Legislative Wrap Fundraiser.

B. Consent Agenda:

1. Approval of Minutes and Claims:
 - March 11, 2026, City Council Work and Regular Meeting
 - Claims through March 25, 2026
2. Calendar of Events:
 - April 8, 2026, City Council Work and Regular Meeting
 - April 22, 2026, City Council Work and Regular Meeting

C. General Business:

1. Santa Clara history project presented by Susannah Nilsson.
2. Discussion and action to consider approval of adopting an Annexation Policy Plan, the plan is intended to comply with the provisions of UCA 10-2-803 and incorporate all criteria required and approve Ordinance No. 2026-06. Presented by Jim McNulty, Planning Director.
3. Discussion and action to consider approval of a Single Event Liquor License and Special Event Permit for the Equality Utah Legislative Wrap Fundraiser. Presented by Jim McNulty, Planning Director.

4. Discussion and action to consider approval of A Resolution No. 2026-09R authorizing and approving the Amended and Restated Power Pooling Agreement with Utah Associated Municipal Power Systems; and related matter. Presented by Gary Hall, Power Director.
5. Discussion and action to consider approval on a request for a sidewalk waiver and asphalt width reduction for the proposed Cottonwood Creek, Phase 4B Subdivision. Presented by Jim McNulty, Planning Director.

5. Reports:

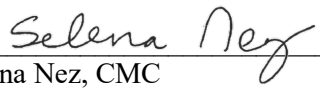
- A. Mayor / Council Reports

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 19th day of March 2026 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>.



Selena Nez, CMC
City Recorder

**SANTA CLARA CITY COUNCIL WORK MEETING
WEDNESDAY, MARCH 11, 2026
MEETING MINUTES**

THE CITY COUNCIL FOR SANTA CLARA CITY, WASHINGTON, UTAH, met for a Work Meeting on Wednesday, March 11, 2026, 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 Jarett Waite
Councilman Mark Hendrickson
Councilman Dave Pond
Councilwoman Janene Burton
Councilman Justin Caplin

Excused: Councilwoman Christa Hinton

Staff Present: Brock Jacobsen, City Manager
Selena Nez, City Recorder
Jim McNulty, Planning Director
Dan Cazier, Fire Chief
Casey Stratton, Public Works Director
Gary Hall, Power Director
Ryan VonCannon, Parks Director
Lance Haynie, Government Affairs Director
Jaron Studly, Police Chief
Sherry Laier, City Treasure
Makenzie Wade, Utility Clerk

1. Call to Order

Mayor Jarett Waite called the Santa Clara City Council Work Meeting to order at 4:01 p.m. Present from the council were Councilman Justin Caplin, Councilwoman Janene Burton, Councilwoman Christa Hinton, Councilman Dave Pond, and Councilman Mark Hendrickson. Excused Councilwoman Christa Hinton.

2. Working Agenda

A. General Business:

1. Introduction of New Administration Employee. Presented by Sherry Laier, City Treasurer.

City Treasurer Sherry Laier introduced Makenzie Wade, the newest employee who serves as a part-time customer service utility clerk. Wade works Monday through Friday from 9 AM to 2 PM. Wade expressed gratitude for the opportunity and noted that everyone she had met had been kind and helpful, making her feel blessed to work for Santa Clara City. The council welcomed her to the team.

2. Discussion regarding UAMPS Pooling Agreement. Presented by Gary Hall, Power Director.

Power Director Gary Hall presented an update on the UAMPS pooling agreement, explaining that the purpose is to update a 1980 pooling agreement for energy trading among members. The pool allows members with excess or deficit energy to engage in bilateral trading in the market. Hall explained that the agreement needs updating to align UAMPS operations with Pacific Corp's entry into the Extended Day Ahead Market (EDAM), which becomes effective in May. The updated agreement provides a

modern framework for governance, planning, cost allocation, and risk management while ensuring continued compliant participation in centralized market rules.

Key changes include obligating participants to purchase power and resource sufficiency requirements in excess of owned resources through UAMPS, establishing formal market planning tools including annual purchase plans and load and resource forecasts, and authorizing UAMPS to make market purchases on behalf of participants under approved plans.

Hall described EDAM as operated by CAISO (California Independent System Operator) and noted that studies suggest it could provide opportunities to purchase resources at cheaper rates, particularly excess solar generated in the West, potentially saving money through this new market access.

Mayor Waite inquired whether the annual purchase plan and resource efficiency obligations were new requirements. Hall clarified that while UAMPS has always done load forecasts, the formal requirement is new. The resource sufficiency requirement means they must plan ahead rather than rely solely on day-ahead market purchases, with a timeline requiring certain percentages of resources to be procured six months in advance, increasing as the actual day approaches.

Councilman Caplin asked if all member municipalities have the same agreement. Hall explained that through the Project Management Committee (PMC), all directors approved the pool agreement, which then went to the UAMPS board for approval. Now each of the 50-plus member utilities must individually approve it, though Santa Clara is only a member of about six or seven UAMPS projects.

When asked about potential downsides, Hall saw none, describing the new agreement as more concise and detailed compared to the vague 40-year-old version. He emphasized that the power market has changed significantly since 1980, especially with entry into EDAM, making the update necessary. Hall noted the collective bargaining value and the opportunity to access solar energy when it's sometimes given away or producers pay others to take it.

The item will return for approval in a couple of weeks, with Hall encouraging council members to reach out with any questions.

3. Continued discussion regarding RCOG Santa Clara Drive Grant. Presented by Jim McNulty, Planning Director.

Planning Director Jim McNulty presented the continued discussion of the Rural Communities Opportunity Grant awarded January 2, 2026, in the amount of \$194,013. Santa Clara was one of eight communities awarded grants out of 29 applicants, receiving 55% of the original \$350,000 request for a \$665,000 multi-faceted historic downtown retail project.

Original Project Scope: The grant was intended to support the historic district retail area by installing landscaping and planters in front of Frei's Market to replace angled parking, constructing new parking, installing signage and wayfinding elements, and demolishing and remediating Jenkins oil tanks. Additional components included improved signage, walkability improvements, building facade improvements, historic district maintenance, and a comprehensive marketing plan.

Timeline: The project runs from January 1, 2026, to December 31, 2027, with Phase 1 (months 4-9) focusing on landscaping, parking construction, and tank remediation; Phase 2 (months 10-15) involving detailed planning and permitting; and Phase 3 (months 16-24) completing remaining improvements and restoration activities.

New Proposal: Dennis Frei presented an alternative concept plan due to ongoing litigation with his brother that prevents implementation of the original plan involving Bryce's property. The new proposal features a food truck parking area on the west side, with electrical connections and landscaping, plus a proposed future building for retail and meat market operations where the current vacant historic home sits.

State Perspective: Colette Cox from the state explained that while partial grants are rare, the reduced funding (from typical \$4.5 million to \$2.5 million budget) created this situation. She emphasized that

the original proposal went through extensive planning with city staff, planning and zoning, and city council approval specifically to avoid such complications.

Cox noted that while Dennis's proposal includes positive elements like parking, walkability, and retail development, the fundamental challenge is that the majority of funds would now benefit a private entity rather than city property improvements as originally proposed. The original grant primarily addressed public safety and parking concerns through streetscaping and infrastructure improvements.

Property Complexity: McNulty revealed that the Frei family area includes seven properties with six ownerships across just over two acres, making coordination challenging.

Decision Parameters: Cox clarified three options: accept the grant as originally proposed, reject it entirely (with funds going to other communities), or request an amendment (unprecedented and risky). She emphasized that the decision deadline is March 15th and that fundamental changes to the project's core components would be difficult to approve at the state level.

Local Input: Dennis Frei explained that litigation prevents using Bryce's property as shown in the original plan, making implementation impossible. He expressed willingness to work within his own properties to avoid losing the grant, noting that the food truck concept generated enthusiasm and could provide community benefit while offering electrical connections rather than generators.

Denise Webster from Frei's Fruit Market supported Dennis's proposal, noting his generosity in dedicating income-producing property for community benefit. She emphasized their good faith efforts to address parking concerns, including converting their garden behind the fruit stand into a parking lot, and explained the practical limitations of their leased property situation.

The council discussion revealed various considerations including the need for zoning changes to accommodate food trucks, ADA compliance requirements, and the practical challenge of requiring customers to carry purchases across the street if front parking were eliminated. Mayor Waite indicated interest in conducting a sight distance study for the angled parking to inform safety decisions.

The item requires council decision by March 15th, with the understanding that rejection could impact future grant opportunities, while amendment requests carry uncertain approval prospects from the state.

4. Discussion regarding Public Safety Agreement. Presented by Brock Jacobsen, City Manager.

City Manager Brock Jacobsen presented a restated amended agreement for public safety fire, EMS, and police services with Ivins. The current structure involved two separate agreements - one for police started in 2012 and one for fire/EMS from 2018 - both 50-year agreements that felt like annual negotiations despite their long-term nature.

Cost Sharing Changes: The new agreement adjusts cost sharing from the current method using population and sewer connections (currently 56% Santa Clara, 44% Ivins) to a weighted system using population (67% weight) and call volume (33% weight). Population data comes from Utah State Tax Commission sales tax reports each January, while call volume uses a five-year rolling calculation with recent years weighted at 80% and 90% respectively, and the remaining three years receiving full weight. This approach, similar to dispatch agreements, aims to prevent large swings from major incidents in either city.

Budget Cap Provision: The agreement includes a controversial provision capping percentage changes at 1% annually. If calculations result in changes exceeding 1% for either party, the adjustment would be capped at 1%. This has generated extensive discussion in the work group about whether one city should subsidize the other's increased costs. Jacobsen sent data to Ivins to test scenarios and determine if the 1% threshold could realistically be exceeded.

Annual Budget Process: Budget deadlines moved from March 1st to April 1st for more preparation time. The agreement limits annual operational budget increases to 6% or CPI plus population growth

percentage, whichever is higher, excluding one-time non-operational expenses like fire apparatus or police vehicles. Budgets exceeding these limits require agreement from both parties.

Term and Structure: The agreement moves from a 50-year term to a 6-year term with automatic renewal, providing more certainty for staff while allowing periodic review outside of election seasons. The agreement formalizes a public safety work group meeting in February, April, August, and November, consisting of the mayor, two council members, and city manager from each city.

Mayor Waite noted that Ivins has been cooperative in addressing Santa Clara's concerns, removing provisions the work group didn't like and accepting the addition of call volume to cost calculations. He requested language addressing asset division if the partnership dissolves, suggesting using an average percentage over time rather than the current year's percentage to prevent unfair asset distribution.

Councilman Pond, representing Santa Clara on the work group, indicated satisfaction with the process. Fire Chief Dan Cazier expressed confidence in the agreement and noted that while termination language is necessary, he considers dissolution highly unlikely given the mutual benefits.

The agreement will return for approval at a regular meeting in the near future.

3. Staff Reports

Was moved to the regular City Council meeting at 6:00 pm.

4. Adjournment

Mayor Waite adjourned the work meeting at 5:24 p.m., noting they would reconvene at 6:00 p.m. for the regular meeting.

Selena Nez
City Recorder

Approved: _____

**SANTA CLARA CITY COUNCIL
WEDNESDAY, MARCH 11, 2026
MEETING MINUTES**

THE CITY COUNCIL FOR SANTA CLARA CITY, WASHINGTON, UTAH, met for a Regular Meeting on Wednesday, March 11, 2026, 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 Jarett Waite
Councilman Justin Caplin
Councilwoman Janene Burton
Councilwoman Dave Pond
Councilman Mark Hendrickson

Excused: Councilwoman Christa Hinton

Staff Present: Brock Jacobsen, City Manager
Selena Nez, City Recorder
Jim McNulty, Planning Director
Dan Cazier, Fire Chief
Casey Stratton, Public Works Director
Gary Hall, Power Director
Ryan VonCannon, Parks Director
Lance Haynie, Government Affairs Director

1. Call to Order

Mayor Jarett Waite called the regular scheduled meeting to order at 6:01 p.m. The mayor welcomed everyone and noted all city council that was present: Councilman Justin Caplin, Councilwoman Janene Burton, Councilman Dave Pond, and Councilman Mark Hendrickson. Excused Councilwoman Christa Hinton.

2. Opening Ceremony

Pledge of Allegiance: Councilman Caplin

Opening Comments: Hans de Haan, Friends of Southern Utah (Quakers)

3. Conflicts and Disclosures

No other conflicts were disclosed by council members.

4. Working Agenda

A. Public Hearing(s) 6:00 pm

1. None

B. Consent Agenda

1. Approval of Minutes and Claims:
 - February 25, 2026, City Council Work and Regular Meeting
 - February 25, 2026, Closed Meeting Session
 - Claims through March 11, 2026
2. Calendar of Events:
 - March 25, 2026, City Council Work and Regular Meeting
 - April 8, 2026, City Council Work and Regular Meeting

Motion: Councilman Pond moved to APPROVE the consent agenda as presented. Councilwoman Burton seconded the motion. Roll call vote: Hendrickson - Aye, Pond - Aye, Burton - Aye and Caplin - Aye. Motion passed unanimously.

C. General Business

1. Discussion and action on the Acceptance of the Rural Communities Opportunity Grant. Presented by Jim McNulty, Planning Director.

Mayor Waite introduced this item as a continuation from previous discussions, with Planning Director Jim McNulty available along with Colette Cox to answer questions and provide guidance on the amendment process.

The primary issue centered around the original grant proposal's inclusion of angled parking removal in front of the fruit stand, which the business owners strongly opposed, stating it would force them to close. The council explored various alternatives, including a modified parking proposal provided by Dennis Frei that would relocate some parking to create a food truck area.

Colette Cox emphasized the need for specific details in any amendment, explaining that the grants committee would require explicit instructions about what changes were being requested. She noted that the original grant was primarily a road project focused on creating a center turn lane, which required removing the angled parking to provide adequate space.

Former Mayor Rick Rosenberg provided technical insight, explaining that keeping the parking would necessitate abandoning the center turn lane and likely retaining the existing pop-outs for traffic guidance. He noted that the angled parking was originally a concession made in 2006-2007 to gain public support for the streetscape project, despite known visibility concerns.

Mayor Waite reported that the fruit stand owners had indicated they would consider modifying parking if provided with verifiable safety data, suggesting that a traffic visibility study could help inform the decision.

The council discussed including various elements in their amendment:

- Keeping original grant items (business signage, facade lighting, landscaping, marketing campaigns, Jenkins oil cleanup, power pole relocation)
- Adding a traffic visibility study funded by the grant
- Determining whether any parking stalls should be eliminated based on study results
- Adding ADA compliant parking stalls
- Including Dennis Frei's modified parking proposal with proper engineering design
- Removing the center turn lane from the original proposal
- Keeping existing curbs and pop-outs

Motion: Councilman Pond moved to APPROVE the Acceptance of the Rural Communities Opportunity Grant with conditions including: retaining all original grant items (business signage updates, facade lighting, landscaping, marketing campaigns, Jenkins oil property cleanup, and power pole relocation); adding funding for a traffic visibility study; pending the traffic study to determine if any parking stalls should be eliminated; adding ADA compliant stalls with appropriate curbing and access to the fruit stand; including the modified parking proposal provided by Dennis Frei with engineering design; and removing the center turn lane from the original grant proposal while keeping existing curbs and pop-outs. Councilman Caplin seconded the motion. Roll call vote: Hendrickson - Aye, Pond - Aye, Burton - Aye and Caplin - Aye. Motion passed unanimously.

2. Discussion and action to consider approval of a Consulting Agreement with Dustin Mouritsen. Presented by Brock Jacobsen, City Manager.

City Manager Brock Jacobsen presented a consulting agreement with recently retired Public Works Director Dustin Mouritsen, who had served the city for over 28 years. The agreement would provide transition support for new Public Works Director Casey Stratton, similar to arrangements made when previous directors retired.

The consulting agreement would run for six months at \$500 per month (corrected from the \$700 mentioned in the written proposal), allowing Mouritsen to provide guidance on an as-needed basis. Jacobsen noted that formalizing the arrangement with payment ensures both parties feel comfortable with the consulting relationship.

Motion: Councilman Hendrickson moved to APPROVE the Consulting Agreement with Dustin Mouritsen. Councilwoman Burton seconded the motion. Roll call vote: Hendrickson - Aye, Pond - Aye, Burton - Aye and Caplin - Aye. Motion passed unanimously.

5. Reports

A. Staff / Mayor / Council Reports

Various department heads provided updates:

Lance Haynie reported:

- Santa Clara City will receive Special Achievement in GIS Award from Esri for GIS work supporting police and fire during the PGA event. He credited Ryan Levsey and Rich Preston for most of the work.
- That most potentially negative legislative bills did not pass. He is preparing a binder summarizing legislative changes affecting the city.
- Federal land conveyance request, noting continued progress and positive feedback from Backcountry Hunters and Anglers.
- Haynie outlined federal priorities for the National League of Cities trip, including land conveyance for housing, infrastructure funding, improved access to federal funding, National Environmental Policy Act (NEPA) reform, and streamlining federal grants.
- Rick Waite discussed land acquisition options shared by the Bureau of Land Management (BLM). Haynie confirmed the city is pursuing a direct congressional land transfer, which would be simpler and less costly than completing the full NEPA process.

Parks Director, Ryan VonCannon reported:

- Irrigation systems are being started in preparation for warmer temperatures, with crews addressing leaks and system issues.
- Staff will attend WeatherTRAK irrigation training in Salt Lake.
- A Rocky Mountain Baseball tournament will take place Thursday through Saturday utilizing all seven fields.

Power Director, Gary Hall reported:

- One apprentice advanced to third-year apprentice status.
- Crews are replacing aging power poles and installing a transformer at the park for Swiss Days.
- The department received the Reliable Public Power Provider (RP3) award from the American Public Power Association, recognizing reliability, safety, and operational excellence.

Public Works Director, Casey Stratton reported:

- Crews continue daily crack sealing and roadway maintenance.
- Leak repairs identified through satellite imaging are about halfway complete.
- The new sewer jetter truck is performing well, and water line replacement on Tamarisk continues.

Fire Chief, Dan Cazier reported on:

- The department responded to 113 calls last month and completed several specialized trainings.
- Notable incidents included multiple falls at Gunlock Falls and a helicopter rescue of workers stranded on Utah Hill.
- Medic Engine 31 is temporarily out of service for maintenance, and the department will provide standby coverage for upcoming events.

Planning Director, Jim McNulty reported:

- Development applications were received for Solas Townhomes and Quail Crossing apartments.
- A public hearing for the annexation policy plan update is scheduled in two weeks.

City Manager, Brock Jacobsen reported:

- Thanked the council for the recent budget retreat.
- Will attend the National League of Cities rally in Washington D.C. with city representatives.
- Confirmed completion of the ARPA funds closeout process.

Councilman Justin Caplin reported being approached by residents of Sycamores and Rhone subdivisions about concerns regarding transients living in the hills and wash areas, with requests for city investigation. He was also approached about exploring vacation rental options for owner-occupied residences to allow short-term rentals of casitas or secondary units, requesting future discussion of ordinance amendments.

Councilwoman Janene Burton echoed concerns about transients and requested to participate remotely in the March 25th meeting due to her son's celebration of life service.

Councilman Dave Pond thanked staff for the budget retreat and former Mayor Rosenberg for the activities provided. He reported meeting with the cemetery committee, noting that future work meeting discussions would be needed regarding cemetery expansion options and policies for nonresident burials due to limited space remaining in the city cemetery.

Councilman Mark Hendrickson reported that both county meetings had been canceled and mentioned meeting with the mayor about Tobler Park plans and reconstituting the economic development committee.

Mayor Waite thanked staff for Dustin's retirement lunch, highlighted the excellent America 250 lecture on the Escalante Dominguez expedition, and reported on attending a Siva Pasifika Ava ceremony. He announced Shakespeare in the Park dates (April 24, 25, and 27), discussed a productive public safety work group meeting, and addressed resident concerns about corner parking visibility issues.

The mayor also reported on rooster ordinance enforcement issues in the R-1-10 zone on Vineyard Drive, where residents received code enforcement letters despite considering their properties rural. He indicated staff would explore potential solutions for the zoning conflict.

Finally, he shared information about United Way's 211 service, which connects residents with resources for housing, food, healthcare, and other needs.

6. Closed Meeting Session

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

7. Adjournment

Motion: Councilman Pond moved to adjourn. Councilman Hendrickson seconded the motion. All in favor. Motion passed unanimously.

The City Council meeting was adjourned at 7:22 p.m.

Selena Nez
City Recorder

Approved: _____

**City of Santa Clara
Check Register
All Bank Accounts - 03/12/2026 to 03/12/2026**

<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>
ALPHA ENGINEERING	72623	39525	09/10/2025	03/12/2026	193.50	PROJECT 072-38 - SANTA CLARA REEF & BLAC	104652-320 - ENGINEERING	
					\$193.50			
ALTEC INC - DBA ALTEC INDUSTRI	72624	51976284	02/24/2026	03/12/2026	880.17	WINCH ROPE FOR MEDIUM DIGGER DERRICK	535310-253 - VEH/EQUIP REPAIR	
					\$880.17			
BUCKS ACE SANTA CLARA LLC	72625	6740	02/25/2026	03/12/2026	31.17	2 STROKE OIL MIX & RAKE	535310-250 - OPERATING SUPPLIES	
					\$31.17			
CASEY STRATTON	72626	PPE 030126	03/05/2026	03/12/2026	132.00	Reissuing partial payroll 3/1/26	101580-000 - SUSPENSE	
					\$132.00			
CITY OF ST GEORGE - UTILITIES	72627	FEBRUARY 2026	02/27/2026	03/12/2026	411.60	MESA TRAILS - FEBRUARY 2026	515110-275 - SNOW CANYON OP CO	
CITY OF ST GEORGE - UTILITIES	72627	FEBRUARY 2026	02/27/2026	03/12/2026	9,577.34	SC WELL 6	515110-271 - WELLS UTILITY COSTS	
CITY OF ST GEORGE - UTILITIES	72627	FEBRUARY 2026	02/27/2026	03/12/2026	40.81	SC WELL 7 - FEBRUARY 2026	515110-271 - WELLS UTILITY COSTS	
CITY OF ST GEORGE - UTILITIES	72627	FEBRUARY 2026	02/27/2026	03/12/2026	6.31	WEISKOPF WAY - FEBRUARY 2026	515110-275 - SNOW CANYON OP CO	
CITY OF ST GEORGE - UTILITIES	72627	FEBRUARY 2026	02/27/2026	03/12/2026	11,682.71	WATER TANK @ MOUTH FEB 2026	515110-275 - SNOW CANYON OP CO	
					\$21,718.77			
					\$21,718.77			
FILOTEO, NAOMI	72628	REFUND PARK	03/11/2026	03/12/2026	25.00	PARK REFUND	104510-250 - OPERATING SUPPLIES	
					\$25.00			
FREEDOM MAILING SERVICES, IN	72629	52400	02/28/2026	03/12/2026	2,214.89	BILL PROCESSING	104130-370 - PROFESSIONAL SERVI	
					\$2,214.89			
GCS BILLINGS	72630	4683	02/28/2026	03/12/2026	2,170.20	FEB 2026 BILLING SVCS	104230-370 - PROFESSIONAL SERVI	
					\$2,170.20			
HINTON BURDICK CPAs & ADVISO	72631	334090	12/31/2025	03/12/2026	1,364.75	FISCAL YEAR 2025 AUDIT - PROGRESS BILLING	525210-340 - ACCOUNTING & AUDITI	
					\$1,364.75			
MAXWELL PRODUCTS, INC	72632	INV10366	02/17/2026	03/12/2026	23,992.75	ELASTOFLEX 670-CRACK SEAL	104410-410 - CRACK SEALING M&S	
					\$23,992.75			
MEGAPRO	72633	97890	03/02/2026	03/12/2026	80.00	JARETT WAITE - POLO	104110-999 - CONTINGENCY CHARG	
					\$80.00			
PRIMO BRANDS	72634	06B8750001149	03/03/2026	03/12/2026	7.49	COOLER RENT & 5 GAL WATERS	104130-260 - BUILDING MAINTENAN	
PRIMO BRANDS	72634	06B8750001149	03/03/2026	03/12/2026	15.51	COOLER RENT & 5 GAL WATERS	104240-260 - BUILDING MAINTENAN	
PRIMO BRANDS	72634	06B8750001149	03/03/2026	03/12/2026	24.98	COOLER RENT & 5 GAL WATERS	104410-260 - BUILDING MAINTENAN	
PRIMO BRANDS	72634	06B8750001149	03/03/2026	03/12/2026	138.04	COOLER RENT & 5 GAL WATERS	104510-260 - BUILDING MAINTENAN	
					\$186.02			
					\$186.02			
RICE MACHINE WORKS INC	72635	08803	01/02/2026	03/12/2026	7,207.49	LABOR AND MATERIALS - BEARINGS - PUMP	515110-276 - O & M - WELLS 6 & 7	
					\$7,207.49			
SLACK, RYLEE	72636	PARK REFUND	03/03/2026	03/12/2026	25.00	PARK DEPOSIT REFUND	104510-250 - OPERATING SUPPLIES	
					\$25.00			
STAR SIGN & BANNER INC	72637	165508	03/02/2026	03/12/2026	1,254.14	AMERICA 250 YARD SIGNS	104652-416 - RAP TAX	
					\$1,254.14			

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WASH. COUNTY WATER CONSER	72638	54766	02/28/2026	03/12/2026	6,362.28	WATER DEVELOPMENT SURCHARGE	513714-000 - REGIONAL WATER SUR	
WASH. COUNTY WATER CONSER	72638	54769	03/01/2026	03/12/2026	4,542.65	REGIONAL PIPELINE BOND PAYMENT 60" 24" AN	515110-810 - PRINCIPAL ON BONDS	
WASH. COUNTY WATER CONSER	72638	54786	02/28/2026	03/12/2026	1,016.60	EXCESS WATER SURCHARGE	515110-810 - PRINCIPAL ON BONDS	
					<u>\$11,921.53</u>			
					\$11,921.53			
WASHINGTON COUNTY SOLID WA	72639	201007	02/28/2026	03/12/2026	15,441.69	3121 UNITS GARBAGE @ 13.82 & 2409 BLUCAN	104430-312 - RECYCLING CHARGE	
WASHINGTON COUNTY SOLID WA	72639	201007	02/28/2026	03/12/2026	43,132.22	3121 UNITS GARBAGE @ 13.82 & 2409 BLUCAN	104430-311 - SOLID WASTE DISPOS	
					<u>\$58,573.91</u>			
					\$58,573.91			
WESTERN CONSTRUCTION SYST	72640	PARK PAVILLION	03/03/2026	03/12/2026	2,000.00	PARK PAVILLION - REMOVE & DISPOSE - INSTAL	104510-253 - VEH/EQUIP REPAIR	
WESTERN CONSTRUCTION SYST	72640	PARK PAVILLION	03/03/2026	03/12/2026	3,000.00	PARK PAVILLION - REMOVE & DISPOSE - INSTAL	104510-256 - TOURNAMENT EXPENS	
WESTERN CONSTRUCTION SYST	72640	PARK PAVILLION	03/03/2026	03/12/2026	5,728.00	PARK PAVILLION - REMOVE & DISPOSE - INSTAL	104510-260 - BUILDING MAINTENAN	
					<u>\$10,728.00</u>			
					\$10,728.00			
WESTERN UNITED ELECTRIC SU	72641	066609	03/04/2026	03/12/2026	219.33	350 MCM SECONDARY CONNECTIONS FOR ST	535310-466 - POWER LINES/POLES/	
WESTERN UNITED ELECTRIC SU	72641	6166328	03/02/2026	03/12/2026	63.45	SECONDARY CONNECTIONS FOR STOCK	535310-466 - POWER LINES/POLES/	
					<u>\$282.78</u>			
					\$282.78			
					<u>\$142,982.07</u>			

**City of Santa Clara
Check Register
All Bank Accounts - 03/17/2026 to 03/17/2026**

<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>
BUCKS ACE SANTA CLARA	72642	6638	01/20/2026	03/17/2026	42.70	WASHER FLUID FOR TRUCKS	535310-253 - VEH/EQUIP REPAIR	
					\$42.70			
CITY OF ST. GEORGE - MISC	72643	18537	02/28/2026	03/17/2026	4,625.73	FY26 3RD QTR POLICE DISPATCH FEES	104230-985 - COUNTY DISPATCH	
CITY OF ST. GEORGE - MISC	72643	18541	02/28/2026	03/17/2026	13,894.58	FY26 3RD QUARTER SCHOOL RESOURCE OFFI	104220-980 - SRO - ST. GEORGE	
					\$18,520.31			
					\$18,520.31			
CURTIS, KADE R	72644	#255200654	03/16/2026	03/17/2026	103.72	BAIL / BOND REFUND	102560-000 - BAIL & RESTITUTION	
					\$103.72			
EATON CORPORATION / CANNON	72645	957091450	03/16/2026	03/17/2026	12,963.50	ANNUAL YUKON SOFTWARE	515110-370 - PROFESSIONAL SERVI	
EATON CORPORATION / CANNON	72645	957091450	03/16/2026	03/17/2026	12,963.50	ANNUAL YUKON SOFTWARE	535310-370 - PROFESSIONAL SERVI	
					\$25,927.00			
					\$25,927.00			
GEN DIGITAL INC - LIFELOCK	72646	10010655819	01/15/2026	03/17/2026	397.58	LIFELOCK WITH NORTH BENEFIT	102256-000 - PAYROLL DEDUCTIONS	
GEN DIGITAL INC - LIFELOCK	72646	10010673270	03/15/2026	03/17/2026	388.59	LIFELOCK WITH NORTH BENEFIT	102256-000 - PAYROLL DEDUCTIONS	
					\$786.17			
					\$786.17			
GUNN, HEIDI	72647	AMERICA 250	03/17/2026	03/17/2026	72.19	REIMBURSEMENT AMERICA 250 EVENT	104652-416 - RAP TAX	
					\$72.19			
IPSA	72648	3979	03/08/2026	03/17/2026	250.00	TESTING FOR DAXON JONES	535310-360 - TRAINING	
					\$250.00			
MOUNTAINLAND SUPPLY COMPA	72649	S107694066.001	03/12/2026	03/17/2026	2,054.08	FORD UFR - JOINT RESTRAINT	515110-730 - IMPROVEMENTS	
					\$2,054.08			
POSM SOFTWARE LLC	72650	26_1080	03/10/2026	03/17/2026	3,250.00	1 YEAR SUPPORT CONTRACT	525210-253 - VEH/EQUIP REPAIR	
					\$3,250.00			
UPPER CASE PRINTING INK.	72651	4177	03/10/2026	03/17/2026	232.11	BACK OF BILL PRINTING	104130-370 - PROFESSIONAL SERVI	
					\$232.11			
WESTERN UNITED ELECTRIC SU	72652	6164012	02/02/2026	03/17/2026	5,551.77	SPARE CAPACITOR CELLS FOR STOCK	535310-466 - POWER LINES/POLES/	
WESTERN UNITED ELECTRIC SU	72652	6167008	03/09/2026	03/17/2026	253.08	STANDOFF BRACKETS FOR STOCK	535310-466 - POWER LINES/POLES/	
WESTERN UNITED ELECTRIC SU	72652	6167199	03/10/2026	03/17/2026	250.00	REPLACEMENT PARTS FOR EXTEND O STICK	535310-249 - SAFETY EQUIPMENT	
WESTERN UNITED ELECTRIC SU	72652	6167583	03/12/2026	03/17/2026	174.68	3 HOLE CONNECTORS FOR STOCK	535310-466 - POWER LINES/POLES/	
					\$6,229.53			
					\$6,229.53			
					\$57,467.81			

Mayor

Jarett Waite

City Manager

Brock Jacobsen



City Council

Christa Hinton
David Pond
Janene Burton
Mark Hendrickson
Justin Caplin

CITY COUNCIL

Meeting Date: March 25, 2026

Agenda Item: 2

Applicant: Santa Clara City

Requested by: Jim McNulty

Subject: Annexation Policy Plan (Public Hearing)

Description:

Under the State Annexation Statute, UCA 10-2-803, Santa Clara City intends to adopt an Annexation Policy Plan. The public hearing is an opportunity for affected entities to examine the proposed Annexation Policy Plan and provide input on it.

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: March 25, 2026
RE: Annexation Policy Plan (**Public Hearing**)

Under the **State Annexation Statute, UCA 10-2-803**, Santa Clara City intends to adopt an Annexation Policy Plan. The Annexation Policy Plan is intended to comply with the provisions of UCA 10-2-803 and incorporate all criteria required. This **public hearing** is an opportunity for affected entities to examine the proposed Annexation Policy Plan and provide input on it. A list of the affected entities has been included for review.

The **City adopted an Annexation Policy Plan** (attached City Ordinance #2024-04) on March 27, 2024. During the recent process of updating the **General Plan**, it was determined that additional property to the south of the current City boundary should be included in the Annexation Policy Plan. To do so, the City is required to go through the same process done in 2024 to adopt an updated Annexation Policy Plan.

State Code Requirements:

Utah State Code, Section 10-2-803(4)(c)(d) requires the Planning Commission to hold a public meeting to allow affected entities to examine the proposed Annexation Policy Plan and provide input on it. It also requires the City to accept and consider any additional written comments from affected entities until 10 days after the public meeting. The Planning Commission held **a public meeting** on January 22, 2026, and received comments from Ivins City at the meeting. Additionally, St. George City provided comments to City staff on February 6, 2026. Two (2) emails addressing this item have been attached for review.

Utah State Code, Section 10-2-803(4)(f) requires the Planning Commission to hold a public hearing to allow affected entities to examine the proposed Annexation Policy Plan and provide input on it. It also requires the City to accept and consider any additional written comments from affected entities until 10 days after the public hearing. Additionally, before holding a public hearing required under Subsection (4)(f), make any modifications to the proposed Annexation Policy Plan the Planning Commission considers appropriate. A **public hearing** was held on February 26, 2026.

Utah State Code, Section 10-2-803(6) requires the City Council to hold a public hearing on the Annexation Policy Plan recommended by the Planning Commission.

Recommendation:

The Planning Commission held a public hearing on February 26, 2026, and recommended approval to the City Council. City Staff recommend that the City Council hold a public hearing and allow for the affected entities to provide input on the Annexation Policy Plan. City staff also recommend that the City Council consider granting **Approval** of the Annexation Policy Plan.

SANTA CLARA CITY ANNEXATION POLICY PLAN

Under the State Annexation Statute, UCA 10-2-803, which was amended by the Utah State Legislature in 2025, Santa Clara City hereby adopts the following Annexation Policy Plan. This Annexation Policy Plan is intended to comply with the provisions of UCA 10-2-803 and incorporate all criteria required.

The Annexation Policy Plan is a guide to the orderly and well-planned annexation and development of lands contiguous to the city's boundaries. It may be modified from time to time to meet changing needs and to reflect the best interests of the community. An Annexation Policy Plan consists of the following elements:

1. General Annexation Criteria;
2. A Map of the Proposed Expansion Area;
3. Procedure for Submission of an Annexation Request;
4. Extension of needed Municipal Services in Developed and Developing Unincorporated Areas and Payment.

To qualify for annexation, a parcel of property must meet the annexation standards established by Utah Code as well as standards established by Santa Clara City.

A. GENERAL ANNEXATION CRITERIA

1. As part of its ongoing effort to plan and prepare for quality growth, Santa Clara City has identified certain territory outside of and contiguous to its present boundaries (**see Exhibit A**) which could, at some future time, reasonably be considered for annexation into the City. The areas proposed for possible future annexation include areas that in some instances are bordered by other municipalities.
2. Areas to be annexed must be contiguous to Santa Clara City.
3. The property must be within the area projected for expansion under the Santa Clara City annexation declaration area (**see Exhibit A**).
4. The property cannot be included within the boundaries of another incorporated municipality except as provided by law.
5. If practicable and feasible, the boundaries of an area proposed for annexation shall be drawn:
 - a. along the boundaries of existing districts for sewer, water, power; along the boundaries of school districts, and along boundaries of other taxing entities.
 - b. to eliminate islands and peninsulas of territory that are not receiving municipal services.
 - c. to facilitate the consolidation of overlapping functions of local government.
 - d. to promote the efficient delivery of services.
 - e. to encourage the equitable distribution of community resources and obligations.
6. Santa Clara City has a rural agricultural history with a mix of land uses provided in the city. The City is growing in population and the demand for both residential and commercial uses of land is high. The City encourages commercial uses that will benefit

its growing population. Areas to be annexed should be compatible with the needs of Santa Clara City.

7. Santa Clara City is concerned about the interests of all affected entities and has considered written comments from affected entities in finalizing this plan. The City is in support of property within the expansion area being developed so utility and transportation systems can be incorporated into a comprehensive plan for the area. Wherever practical, new City boundaries should conform to the boundaries of existing districts for sewer, water, power, along the boundaries of school districts, and along the boundaries of other taxing entities.
8. Santa Clara City shall not favor the annexation of areas for which it does not have the capability or the intention of providing municipal services, except for utility services that are not provided by the City but are provided by other entities in the areas to be annexed.
9. It is not Santa Clara City's intent to annex property for the sole purpose of acquiring revenues.
10. This Annexation Policy Plan does not exclude from the expansion area any area containing urban development within one half (1/2) mile of the City's boundaries.

B. PROCEDURE FOR SUBMISSION OF AN ANNEXATION REQUEST

1. Except for annexations initiated by the City in accordance with the provisions of Section 10-2-812, Utah Code Annotated, all annexations shall be commenced by the filing of a petition and plat meeting the requirements of Section 10-2-806.
2. The petition and plat map shall be filed with the City Recorder and shall:
 - a. File with the City Recorder a notice of intent to file a petition. Provide a copy of the notice sent to affected entities as required under Subsection (4)(g)(i)(ii) and a list of the affected entities to which the notice was sent.
 - b. Contain the signatures of if all the real property within the area proposed for annexation is owned by a public entity other than the federal government, the owners of all publicly owned real property, or the owners of private real property that is located within the area proposed for annexation.
 - c. Be equal in value to at least one third (1/3) of the value of all private real property within the proposed area for annexation.
 - d. Represent an area contiguous to the existing corporate limits of Santa Clara City and shown to be within the areas designated for annexation in the Santa Clara City Annexation Policy Plan.
 - e. Have an accurate and recordable plat map, prepared by a surveyor licensed in the State of Utah.
 - f. Contain on each signature page a notice in bold and conspicuous terms that states substantially the following:
 - "Notice": There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.

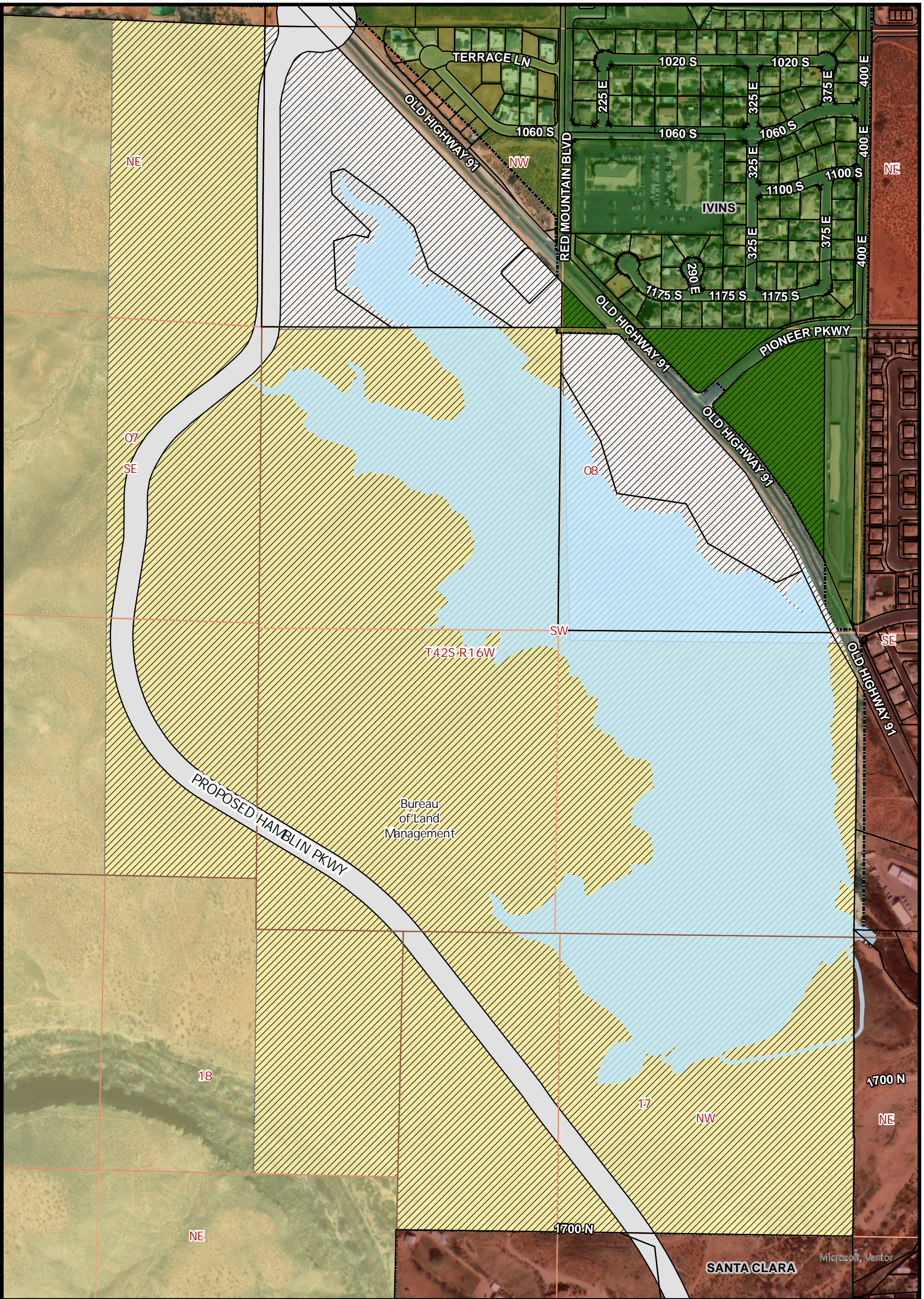
- If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of (state the name of the proposed annexing municipality). If you choose to withdraw your signature, you shall do so no later than 30 days after (state the name of the proposed annexing municipality) receives notice that the petition has been certified.
 - g. Designate up to five (5) of the signers of the petition as sponsors, one (1) of which shall be designated as the contact sponsor and indicate the mailing address of each sponsor.
 - h. Comply with any other applicable provisions of Section 10-2-806, Utah Code Annotated, not stated herein.
3. The City Recorder, upon receipt of a properly documented annexation petition accompanied by the proper plat, shall impose such fees as established by the City Council to recover the costs of processing such petition and shall place the petition on the agenda of a regular City Council meeting for consideration within fourteen (14) days of receipt of the petition, plat, and fees. The City Recorder shall also notify the petition sponsors at the time of petition receipt that they must deliver or mail a copy of the petition to the Washington County Clerk; on the same day it is filed with the City.
 4. The City Council shall review the annexation petition and shall accept or deny the petition for further proceedings and consideration.
 5. If accepted, the City Recorder shall, within thirty (30) days, certify that it meets the above requirements, or determine that the petition fails to meet the above requirements, and send the required notices of certification or rejection, including a written notice to the City Council. If denied, the City Recorder shall send the required notices within five (5) days of the denial.
 6. Within ten (10) days after receipt of the City Recorder's notice of certification, the City shall cause to be published a notice of proposed annexation in a newspaper of local circulation at least once a week for three (3) consecutive weeks. Within twenty (20) days after receipt of the City Recorder's notice of certification, the City shall mail written notice of the proposed annexation to each affected entity as defined in State law. The notice shall explain how a written protest is to be filed within thirty (30) days after the date of the City Council's receipt of the City Recorder's certification notice (with the actual deadline date being stated).
 7. If no protest is filed during the designated protest period, the City Council may hold a public hearing, after a minimum seven (7) day notice, and consider an ordinance approving the proposed annexation. If a protest is filed, the Washington County Boundary Commission shall hold a public hearing on the protest within thirty (30) days. If a protest is pending, the city Council may deny the proposed annexation at its next regularly scheduled meeting. Required notices will be sent if the petition is denied, within five (5) days of the denial.

8. Upon receipt of the Washington County Boundary Commission's decision if a protest public hearing is held, and subject to their decision, the City Council may approve or deny the proposed annexation.
9. If the City Council approves the proposed annexation by ordinance, the City shall comply with the filing and notice requirements outlined in Section 10-2-807, Utah Code Annotated, within thirty (30) days of annexing the unincorporated area.

C. EXTENSION OF NEEDED MUNICIPAL SERVICES IN DEVELOPED AND DEVELOPING UNINCORPORATED AREAS AND PAYMENT

1. In areas where municipal services are not presently extended, services will be extended on an as-needed basis at the developer's expense. All extensions of municipal services shall comply with all City ordinances and policy criteria.
2. The City may require that an Annexation Agreement may be prepared between the City and future developers outlining specific requirements relating to culinary water, secondary water, wastewater, storm water drainage, transportation, electricity, and other specific improvements prior to the annexation approval.
3. An approved Annexation Petition will allow developers of the annexed property to connect to City Facilities, provided that all infrastructure proposed to be connected meets City standards and specifications and complies with all applicable development and land use ordinances.
4. The way the infrastructure additions are developed will have a bearing on how they are financed. The increased valuation of property and the subsequent increase in property and sales tax revenues will help increase contributions to the City's general fund. This increase will help defray the added cost of providing services to the annexed area.
5. In general, the costs and expenses of capital improvements, such as utilities, streets, curbs, gutters, sidewalks, storm drain systems, and other improvements deemed necessary in the annexed area, shall be borne by the developer as development within the area occurs.
6. When the annexation is approved, the newly annexed area shall receive the following services:
 - a. Fire Protection;
 - b. Police Protection;
 - c. Building & Safety;
 - d. Planning & Zoning;
 - e. Utilities provided by the City at the time of annexation;
 - f. Maintenance of dedicated City (public) streets; and
 - g. Other services provided by the City at the time of annexation.
7. It is not anticipated that an annexation will cause any adverse consequences to the residents currently living within the City or living within the annexed area, except that there may be a slight reduction in general services available to current residents because of expansions of services into the newly annexed territory.

8. It is anticipated that the residents in the newly annexed territory will experience an increase in their property taxes due to the difference in certified tax rates between the City and Washington County. It is further anticipated that as the City receives property tax revenue from the newly annexed territory, the level of service for the entire community will increase.





2603 Santa Clara Drive, Santa Clara, UT 84765
 (435) 673-6712 | gis@santaclarautah.gov
www.santaclarautah.gov


LEGEND

Santa Clara Incorporated Area	Washington County Parcels
Iwins Incorporated Area	Future Graveyard Wash
St. George Incorporated Area	Potential Annexation Areas
Future Hamblin Pkwy	Bureau of Land Management
Bureau of Land Management	Iwins
PLSS Section	Unincorporated County
PLSS Quarter Section	Municipalities

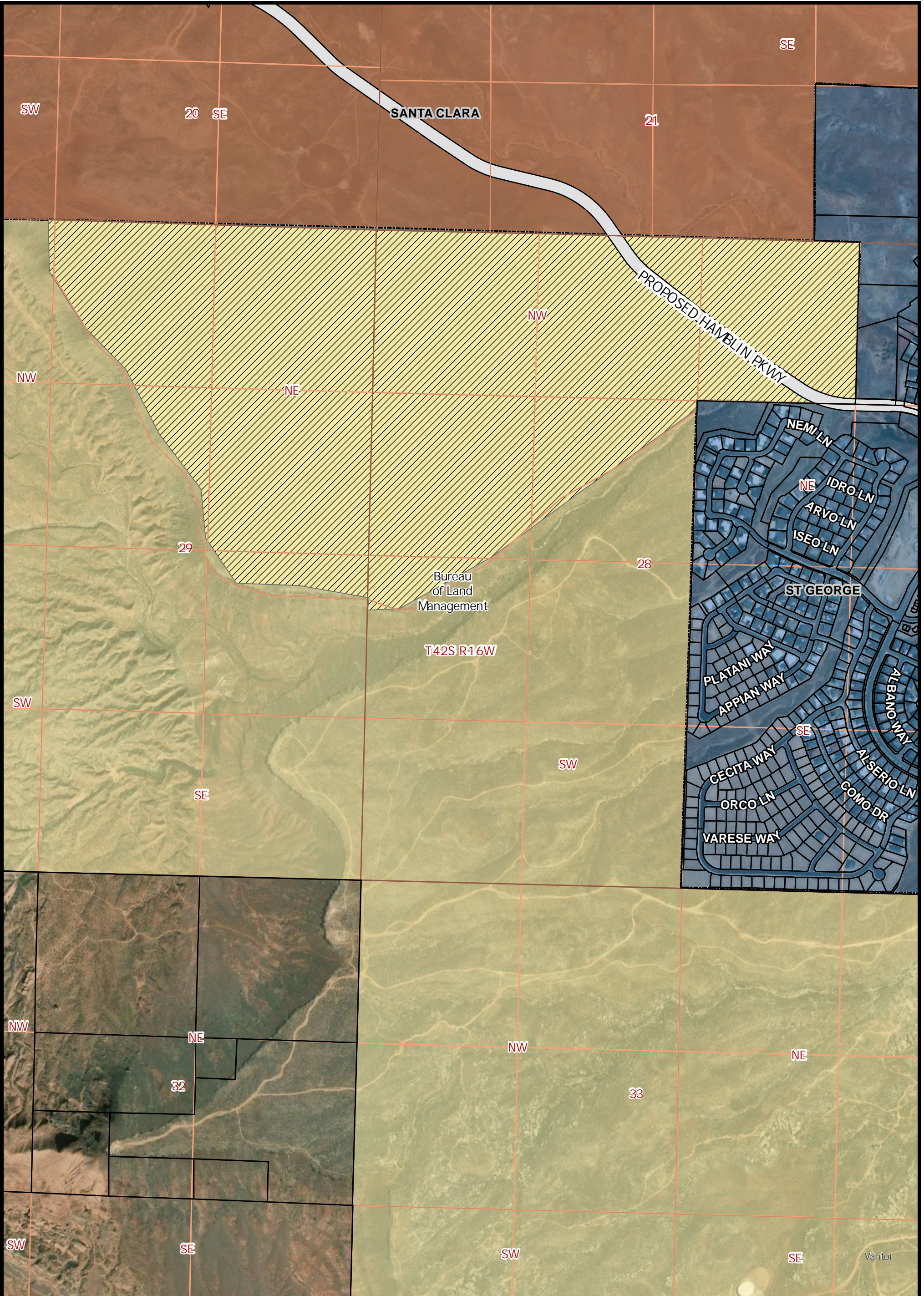
0 0.03 0.07 0.13 Miles

Annexation Policy Plan Map

City of Santa Clara



Spatial Reference:	NAD 1983 State Plane Utah South FIPS 4303 (US Feet)
Scale:	1 inch equals 0.07 miles
Date:	January 12, 2026





2603 Santa Clara Drive, Santa Clara, UT 84765
 (435) 673-6712 | gis@santaclarautah.gov
www.santaclarautah.gov


LEGEND

	Santa Clara Incorporated Area		PLSS Quarter Section
	Ivins Incorporated Area		Washington County Parcels
	St. George Incorporated Area		Future Graveyard Wash
	Future Hamblin Pkwy		Potential Annexation Areas
	Bureau of Land Management		Bureau of Land Management
	PLSS Section		Municipalities

0 0.05 0.1 0.2 Miles





Annexation Policy Plan Map

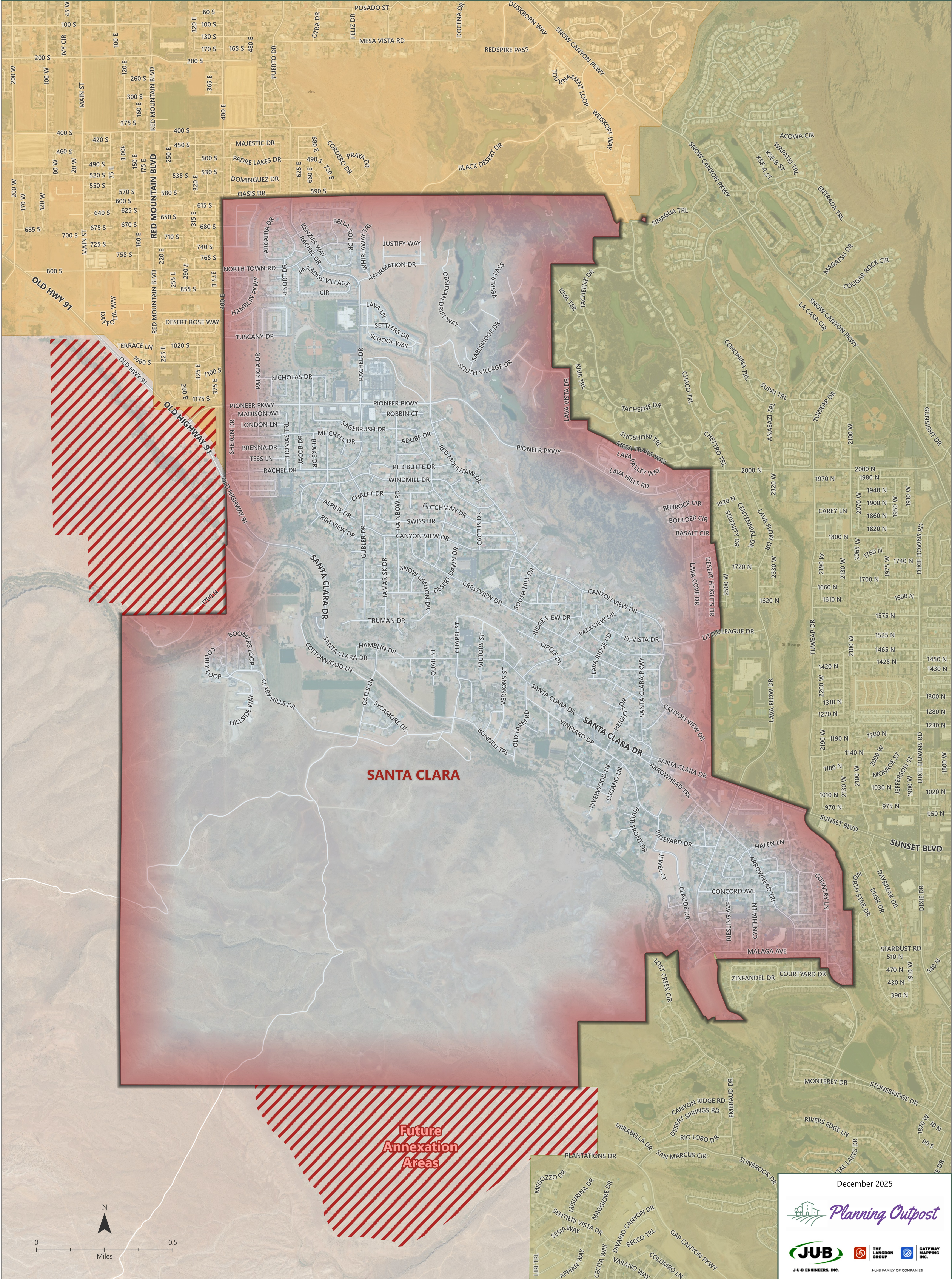
City of Santa Clara



Spatial Reference:	NAD 1983 State Plane Utah South FIPS 4303 (US Feet)
Scale:	1 inch equals 0.14 miles
Date:	January 12, 2026

ANNEXATION

-  Future Annexation Areas
-  Santa Clara
-  Ivins
-  St. George



December 2025



Selena Nez, MMC
City Recorder
Santa Clara City
snez@santaclarautah.gov
435-673-6712 Ext. 203



From: Sharon Allen <SAllen@ivinsutah.gov>
Sent: Thursday, January 22, 2026 12:54 PM
To: Selena Nez <snez@santaclarautah.gov>
Subject: Tonight's Annexation Public Hearing Comments from Ivins City

Selena,

Just so I don't have to stand and testify in your public meeting, haha, can you please get this comment to your Planning Commission members?

Ivins City holds the position that if the Hafen property develops as a commercial property, that property should stay within Ivins' boundaries.

If it is the intent of Santa Clara to develop that area as a recreational area, Ivins has no argument against the property annexing into Santa Clara.

We also want to remind the Commission that Ivins believes in a dark night sky, so any development near or adjacent Ivins' boundaries should consider lighting when being zoned or developed.

Thank you!



Sharon Allen, MMC
Ivins City Deputy Recorder/
Subdivision Coordinator
85 N. Main Street
Ivins, UT 84738
(435) 634 9753 ext 715
Fax: (435) 656-2286

sallen@ivinsutah.gov

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Thank you Jim -Have a great weekend!

Carol Winner, AICP, CFM, CPM

Community Development Director

City of St. George

61 S. Main Street

St. George, UT 84770



On Fri, Feb 6, 2026 at 12:19 PM Jim McNulty <jmcnulty@santaclarautah.gov> wrote:
Carol:

Thanks for putting this in writing. Very much appreciated! Have a good day.

Get [Outlook for iOS](#)

From: Carol Winner <carol.winner@sgcityutah.gov>

Sent: Friday, February 6, 2026 10:30:08 AM

To: Jim McNulty <jmcnulty@santaclarautah.gov>; Shawn Guzman <shawn.guzman@sgcityutah.gov>;
John Willis <john.willis@sgcityutah.gov>; Jimmie Hughes <jimmie.hughes@sgcityutah.gov>

Subject: Annexation Policy Plan Map

Good morning Jim,

As an affected entity, the City of St. George acknowledges receipt of your public notice regarding the adoption of your Annexation Policy Plan.

We note that there is an overlap between the proposed Annexation Policy Plan Expansion Area Map for the City of Santa Clara and the existing Annexation Policy Plan Expansion Area Map for the City of St. George.

At this time, the City of St. George has no objections or concerns regarding the proposed plan. We are comfortable allowing the property owner to determine which municipality to pursue should they decide to annex in the future.

Thank you for the opportunity to review and comment.

Respectfully,

Carol Winner, AICP, CFM, CPM

Community Development Director

City of St. George

61 S. Main Street

St. George, UT 84770



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Affected Entity List

St. George City
Christina Fernandez, Recorder
175 East 200 North
St. George, UT 84770

Bureau of Land Management
Jason West, District Manager
4001 E Aviator Drive
St George, UT 84970

Washington County
Ryan Sullivan Clerk/Audit
111 E. Tabernacle St.
St George, UT 84770

Washington County Water
Conservancy District
533 E. Waterworks Drive
St. George, UT 84770

Washington County Special Service
District #1
325 N. Landfill Road
Washington, UT 84780

Washington County School District
121 W. Tabernacle St.
St. George, UT 84770

Ivins City
Kari Jimenez, Recorder
85 N Main St.
Ivins, UT 84738

Southwest Mosquito Abatement
District
1460 S Sandhill Drive
Washington, UT 84780

**CITY OF SANTA CLARA
ORDINANCE NO. 2024-04**

**AN ORDINANCE TO ADOPT AN UPDATED ANNEXATION POLICY PLAN FOR
THE CITY OF SANTA CLARA**

WHEREAS, pursuant to Utah Code § 10-2-401.5, “no municipality may annex an unincorporated area located within a specified county unless the municipality has adopted an annexation policy plan”;

WHEREAS, it having been a number of years since the City adopted an Annexation Policy Plan, a draft plan was prepared for consideration;

WHEREAS, each “affected entity” as defined in § 10-2-401 was notified in writing of the draft plan, and the Planning Commission held a public hearing on December 14, 2023, to take public comment on the draft plan;

WHEREAS, having received written and oral comments on the draft plan from Ivins City, Santa Clara City representatives met with Ivins City representatives to discuss the draft plan, and revisions to the map accompanying the plan were made based upon comments from Ivins City;

WHEREAS, no comment was received from any other affected entity;

WHEREAS, the revised draft plan was presented to and discussed by the Planning Commission at its regular meeting on February 22, 2024, and the Planning Commission recommended approval of the revised draft plan; and

WHEREAS, the City Council held a public hearing to take public comment on the revised draft plan at its regular meeting on March 27, 2024, after which the City Council voted to accept the recommendation of the Planning Commission and adopt the revised draft plan, as set forth below.

NOW THEREFORE, BE IT ORDAINED by the City Council of Santa Clara, Utah that the updated Annexation Policy Plan as recommended for approval by the Planning Commission, is hereby adopted as set forth below, and including the Annexation Policy Plan Map as set forth in Exhibit A hereto. This Ordinance shall become effective on the date executed below and upon posting as required by law.

(remainder of page intentionally left blank)

SANTA CLARA CITY ANNEXATION POLICY PLAN

Under the State Annexation Statute, UCA 10-2-401.5, which was amended by the Utah State Legislature in 2021, Santa Clara City hereby adopts the following Annexation Policy Plan. This Annexation Policy Plan is intended to comply with the provisions of UCA 10-2-401.5(4) and incorporate all criteria required and suggested by Section 10-2-401.5(3).

The Annexation Policy Plan is a guide to the orderly and well-planned annexation and development of lands contiguous to the city's boundaries. It may be modified from time to time to meet changing needs and to reflect the best interests of the community. An Annexation Policy Plan consists of the following elements:

1. General Annexation Criteria;
2. A Map of the Proposed Expansion Area;
3. Procedure for Submission of an Annexation Request;
4. Extension of needed Municipal Services in Developed and Developing Unincorporated Areas and Payment.

To qualify for annexation, a parcel of property must meet the annexation standards as established by Utah Code as well as standards established by Santa Clara City.

A. GENERAL ANNEXATION CRITERIA

1. As part of its ongoing effort to plan and prepare for quality growth, Santa Clara City has identified certain territory outside of and contiguous to its present boundaries (see Appendix A) which could, at some future time, reasonably be considered for annexation into the City. The areas proposed for possible future annexation include areas that in some instances are bordered by other municipalities.
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6. Santa Clara City has a rural agricultural history with a mix of land uses provided in the city. The City is growing in population and the demand for both residential and commercial uses of land is high. The City encourages commercial uses that will benefit

its growing population. Areas to be annexed should be compatible with the needs of Santa Clara City.

7. Santa Clara City is concerned about the interests of all affected entities and has considered written comments from affected entities in finalizing this plan. The City is in support of property within the expansion area being developed so utility and transportation systems can be incorporated into a comprehensive plan for the area. Wherever practical, new City boundaries should conform to the boundaries of existing districts for sewer, water, power, along the boundaries of school districts, and along the boundaries of other taxing entities.
8. Santa Clara City shall not favor the annexation of areas for which it does not have the capability or the intention of providing municipal services, except for utility services that are not provided by the City but are provided by other entities in the areas to be annexed.
9. It is not Santa Clara City's intent to annex property for the sole purpose of acquiring revenues.
10. This Annexation Policy Plan does not exclude from the expansion area any area containing urban development within one half (1/2) mile of the City's boundaries.

B. PROCEDURE FOR SUBMISSION OF AN ANNEXATION REQUEST

1. Except for annexations initiated by the City in accordance with the provisions of Section 10-2-401.5, Utah Code Annotated, all annexations shall be commenced by the filing of a petition and plat meeting the requirements of Section 10-2-403.
2. The petition and plat map shall be filed with the City Recorder and shall:
 - a. File with the City Recorder a notice of intent to file a petition. Provide a copy of the notice sent to affected entities as required under Subsection (2)(a)(i)(B) and a list of the affected entities to which the notice was sent.
 - b. Contain the signatures of, if all the real property within the area proposed for annexation is owned by a public entity other than the federal government, the owners of all publicly owned real property, or the owners of private real property that is located within the area proposed for annexation.
 - c. Be equal in value to at least one third (1/3) of the value of all private real property within the proposed area for annexation.
 - d. Represent an area contiguous to the existing corporate limits of Santa Clara City and shown to be within the areas designated for annexation in the Santa Clara City Annexation Policy Plan.
 - e. Have an accurate and recordable plat map, prepared by a surveyor licensed in the State of Utah.
 - f. Contain on each signature page a notice in bold and conspicuous terms that states substantially the following:
 - "Notice": There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.

- If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of (state the name of the proposed annexing municipality). If you choose to withdraw your signature, you shall do so no later than 30 days.
after (state the name of the proposed annexing municipality) receives notice that the petition has been certified.
 - g. Designate up to five (5) of the signers of the petition as sponsors, one (1) of which shall be designated as the contact sponsor and indicate the mailing address of each sponsor.
 - h. Comply with any other applicable provisions of Section 10-2-403, Utah Code Annotated, not stated herein.
3. The City Recorder, upon receipt of a properly documented annexation petition accompanied by the proper plat, shall impose such fees as established by the City Council to recover the costs of processing such petition and shall place the petition on the agenda of a regular City Council meeting for consideration within fourteen (14) days of receipt of the petition, plat, and fees. The City Recorder shall also notify the petition sponsors at the time of petition receipt that they must deliver or mail a copy of the petition to the Washington County Clerk, on the same day it is filed with the City.
 4. The City Council shall review the annexation petition and shall accept or deny the petition for further proceedings and consideration.
 5. If accepted, the City Recorder shall, within thirty (30) days, certify that it meets the above requirements, or determine that the petition fails to meet the above requirements, and send the required notices of certification or rejection, including a written notice to the City Council. If denied, the City Recorder shall send the required notices within five (5) days of the denial.
 6. Within ten (10) days after receipt of the City Recorder's notice of certification, the City shall cause to be published a notice of proposed annexation in a newspaper of local circulation at least once a week for three (3) consecutive weeks. Within twenty (20) days after receipt of the City Recorder's notice of certification, the City shall mail written notice of the proposed annexation to each affected entity as defined in State law. The notice shall explain how a written protest is to be filed within thirty (30) days after the date of the City Council's receipt of the City Recorder's certification notice (with the actual deadline date being stated).
 7. If no protest is filed during the designated protest period, the City Council may hold a public hearing, after a minimum seven (7) day notice, and consider an ordinance approving the proposed annexation. If a protest is filed, the Washington County Boundary Commission shall hold a public hearing on the protest within thirty (30) days. If a protest is pending, the city Council may deny the proposed annexation at its next regularly scheduled meeting. Required notices will be sent if the petition is denied, within five (5) days of the denial.

8. Upon receipt of the Washington County Boundary Commission's decision if a protest public hearing is held, and subject to their decision, the City Council may approve or deny the proposed annexation.
9. If the City Council approves the proposed annexation by ordinance, the City shall comply with the filing and notice requirements outlined in Section 10-2-425, Utah Code Annotated, within thirty (30) days of annexing the unincorporated area.

C. EXTENSION OF NEEDED MUNICIPAL SERVICES IN DEVELOPED AND DEVELOPING UNINCORPORATED AREAS AND PAYMENT

1. In areas where municipal services are not presently extended, services will be extended on an as-needed basis at the developer's expense. All extensions of municipal services shall comply with all City ordinances and policy criteria.
2. An Annexation Agreement may be prepared between the City and future developers outlining specific requirements relating to culinary water, secondary water, wastewater, storm water drainage, transportation, electricity, and other specific improvements prior to the annexation approval.
3. An approved Annexation Petition will allow developers of the annexed property to connect to City Facilities, provided that all infrastructure proposed to be connected meets City standards and specifications and complies with all applicable development and land use ordinances.
4. The way the infrastructure additions are developed will have a bearing on how they are financed. The increased valuation of property and the subsequent increase in property and sales tax revenues will help increase contributions to the City's general fund. This increase will help defray the added cost of providing services to the annexed area.
5. In general, the costs and expenses of capital improvements, such as utilities, streets, curbs, gutters, sidewalks, storm drain systems, and other improvements deemed necessary in the annexed area, shall be borne by the developer as development within the area occurs.
6. When the annexation is approved, the newly annexed area shall receive the following services:
 - a. Fire Protection;
 - b. Police Protection;
 - c. Building & Safety;
 - d. Planning & Zoning;
 - e. Utilities provided by the City at the time of annexation;
 - f. Maintenance of dedicated City (public) streets; and
 - g. Other services provided by the City at the time of annexation.
7. It is not anticipated that an annexation will cause any adverse consequences to the residents currently living within the City or living within the annexed area, except that there may be a slight reduction in general services available to current residents because of expansions of services into the newly annexed territory.

8. It is anticipated that the residents in the newly annexed territory will experience an increase in their property taxes due to the difference in certified tax rates between the City and Washington County. It is further anticipated that as the City receives property tax revenue from the newly annexed territory, the level of service for the entire community will increase.

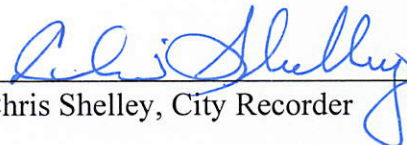
APPROVED AND ADOPTED by a duly constituted quorum of the Santa Clara City Council this 27th day of March, 2024.

IN WITNESS THERETO:




Rick Rosenberg, Mayor

ATTEST:


Chris Shelley, City Recorder

It is understood that the undersigned will cooperate in the...
...of the...
...of the...

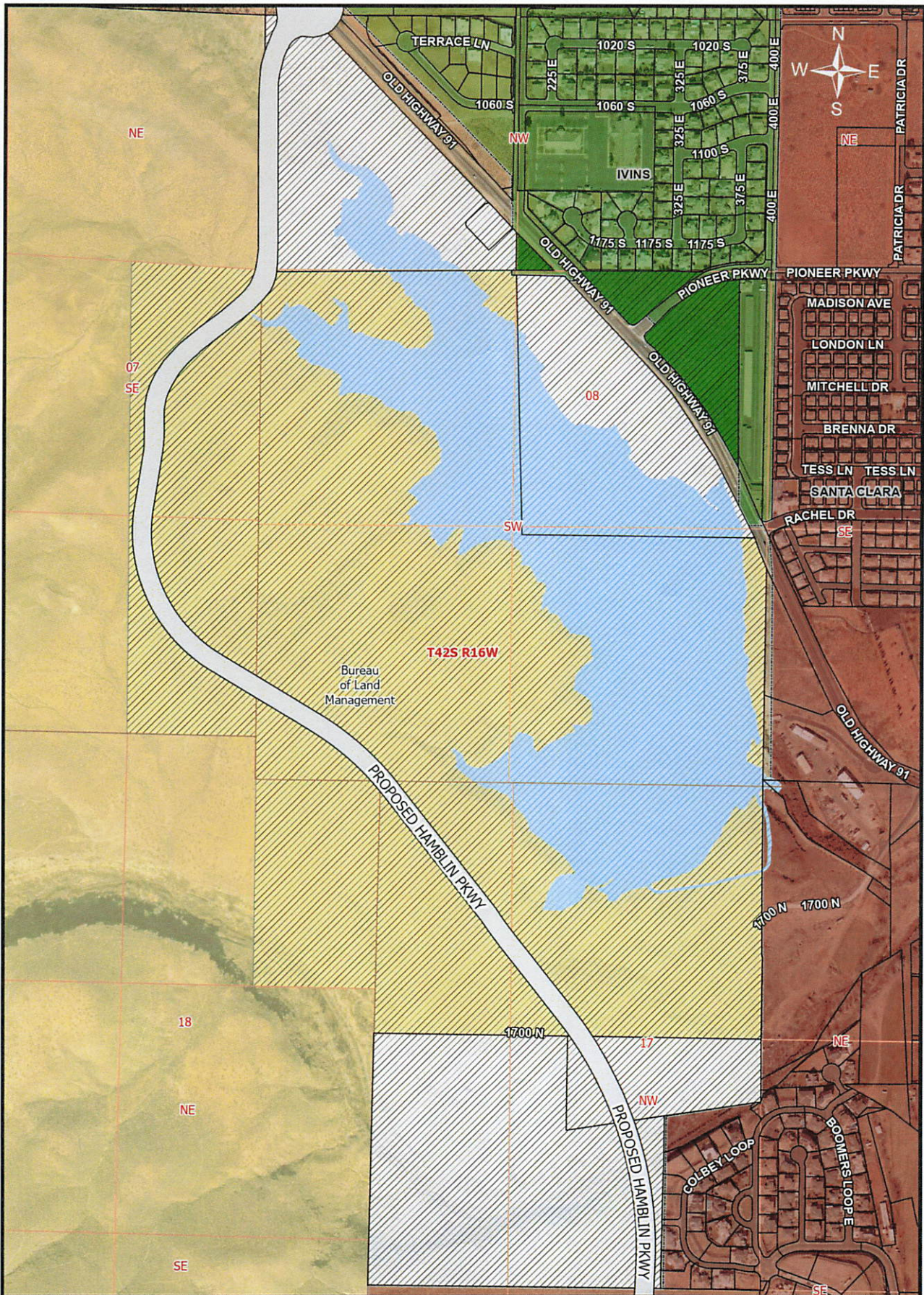
...of the...
...of the...

[Faint handwritten signatures and text]



EXHIBIT A
TO ANNEXATION POLICY PLAN
ANNEXATION POLICY PLAN MAP

(See following page)






 CITY OF SANTA CLARA

 FOUNDED 1734

 2603 Santa Clara Drive, Santa Clara, UT 84765

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

www.santaclarautah.maps.arcgis.com

LEGEND	
	Santa Clara Incorporated Area
	Ivins Incorporated Area
	Future Hamblin Pkwy
	Bureau of Land Management
	PLSS Section
	PLSS Quarter Section
	Washington County Parcels
	Future Graveyard Wash
	Potential Annexation Areas
	Bureau of Land Management
	Ivins
	Unincorporated County

Annexation Policy Plan Map

City of Santa Clara

Spatial Reference: NAD 1983 State Plane Utah South FIPS 4303 (US Feet)

Scale: 1 inch equals 0.09 miles

Date: March 27, 2024

**SANTA CLARA CITY PLANNING COMMISSION
MEETING MINUTES
2603 Santa Clara Drive
Thursday, February 26, 2026**

Present: Logan Blake, Chair
Shelly Harris
Kristen Walton
Josh Westbrook
Joby Venuti
Tyler Gubler
David Clark (via Zoom)

Staff: Jim Mr. McNulty, Planning and Economic Development Director
Cody Mitchell, Building Official
Debbie Andrews, Administrative Assistant

1. Call to Order

Chair Logan Blake called the Santa Clara City Planning Commission meeting to order on February 26, 2026, at 5:30 PM.

2. Opening Ceremony

A. Pledge of Allegiance: Commissioner Gubler

3. Conflicts and Disclosures

No conflicts or disclosures were reported by any Commissioners.

4. Working Agenda

A. Public Hearing

- 1. Under the State Annexation Statute, UCA 10-2-803, which was amended by the Utah Legislature in 2025, Santa Clara City intends to adopt an Annexation Policy Plan. The Annexation Policy Plan is intended to comply with the provisions of UCA 10-2-803 and incorporate all criteria required. This opportunity will allow affected entities to examine the proposed Annexation Policy Plan and provide input on it.**

Jim McNulty, Planning and Economic Development Director, presented the Annexation Policy Plan update, explaining that this was the required public hearing following the public meeting held a month prior. The City had previously adopted an Annexation Policy Plan in March 2024, but during the recent General Plan update process, staff determined that additional lands south of the current City boundaries in the Gap Canyon area should be included in the Annexation Policy Plan.

Mr. McNulty detailed the statutory requirements under Utah Code 10-2-803, noting that affected entities had been notified and given opportunities to provide input. The city had received comments from two affected entities: Ivins City and Saint George City. Sharon Allen from Ivins City attended the previous meeting and stated that if the Hafen property develops as commercial, it should remain in Ivins' boundaries, but if Santa Clara intends recreational development, Ivins has no objection to annexation. Ivins also requested consideration of dark sky lighting requirements for any development near their boundary.

St. George City, through Community Development Director Carol Winner, acknowledged receipt of the notice and indicated they have no objections to the proposed plan. They noted there is some overlap between the cities' annexation policy areas but are comfortable allowing property owners to determine which municipality to pursue for annexation. Commissioner Blake opened the public hearing. With no public comment, the hearing was closed and the Planning Commission moved to discussion. Commissioner Blake noted they had previously discussed this matter extensively.

B. Public Meeting

1. **See General Business Items.**

5. General Business

A. Recommendation to City Council

1. **Recommendation to the City Council under the State Annexation Statute, UCA 10-2-803, which was amended by the Utah Legislature in 2025, Santa Clara City intends to adopt an Annexation Policy Plan. The Annexation Policy Plan is intended to comply with the provisions of UCA 10-2-803 and incorporate all criteria required. This opportunity will allow affected entities to examine the proposed Annexation Policy Plan and provide input on it.**

Motion: Commissioner Westbrook moved that the Planning Commission forward a recommendation of approval for the Annexation Policy Plan to the City Council. Commissioner Harris seconded. Motion carried unanimously.

B. Planning Commission Approval

1. **Approval of a Preliminary Subdivision Plat for the proposed Cottonwood Creek Phase 4B Subdivision located at the northwest corner of Riverwood Lane and Riverwood Circle. Lonnie Gubler, applicant.**

Mr. McNulty presented the preliminary plat for Cottonwood Creek Phase 4B, a two-lot subdivision on 1.16 acres with a project density of 1.72 units per acre. Both lots (Lot 3 and Lot 4) are approximately 0.51 acres each, meeting the half-acre minimum requirement for the Residential Agricultural (RA) zone. The lots will be accessible via Vineyard Drive, connecting to Riverwood Lane and Riverwood Circle, with the circle improvements already completed in 2017 during the original Phase 4 development.

Mr. McNulty outlined several key requirements including street improvements along Riverwood Lane for the entire frontage of Lot 4, compliance with building setbacks and height restrictions, and standard utility requirements. The applicant, represented by engineer Jared Bates, had requested a sidewalk waiver for the east side of Riverwood Lane due to space constraints and existing mature trees.

Commissioner Blake expressed concern about the need for an erosion hazard assessment under city code section 15.36.200, noting the property's proximity to the Santa Clara River and potential flood risks. He observed that riprap protection appears to end at Old Farm Road, and the property falls within erosion hazard boundaries shown on regional maps.

Lonnie Gubler, the applicant, questioned the erosion hazard requirement and requested permission to reduce the road pavement width from 30 feet to 28 feet to minimize impact on their agricultural operations to the south. The discussion revealed that any such reduction would require City Council approval as a separate waiver request.

Extensive discussion ensued regarding the road width reduction request. Commissioner Blake noted that the City's Transportation Master Plan shows Bonelli Trail extending south along the river and connecting to this area, suggesting future traffic beyond just the immediate lots. Commissioner Gubler raised concerns about creating bottlenecks for future development, while others debated the practicality of widening roads in the future if development patterns change.

The Commission ultimately agreed that if a pavement width reduction were granted, an additional easement should be placed on Lot 4 to preserve the ability to widen the road in the future without impacting the homeowner. Mr. McNulty clarified that both the sidewalk waiver and pavement width reduction would require separate City Council approval.

Commissioner Clark, participating online, expressed reservations about both the sidewalk waiver and road width reduction, emphasizing the need to avoid short-sighted decisions that might prove costly later as the area develops and traffic increases.

Motion: Commissioner Westbrook moved that the Planning Commission grant preliminary subdivision plat approval for the Cottonwood Creek Phase 4B subdivision subject to eight conditions: the six standard conditions listed in the staff report, plus condition seven requiring compliance with city code section 15.36.200 regarding erosion hazard assessment, and condition eight regarding the pavement width reduction waiver subject to City Council approval. Commissioner Gubler seconded. Motion carried 4-3, with Commissioners Clark, Walton, and Harris voting in opposition.

6. Discussion Items

A. None.

7. Approval of Minutes

A. Request for Approval of Meeting Minutes: February 12, 2026

The Planning Commission reviewed the minutes from February 12, 2026. No corrections were noted.

Motion: Commissioner Harris moved to approve the minutes from February 12, 2026. Commissioner Walton seconded. Motion carried with Commissioner Venuti abstaining due to absence from that meeting.

Mr. McNulty provided brief updates on recent City Council actions, noting that three ordinances previously reviewed by the Planning Commission (the R-1-4 zone, Temporary Sign ordinance, and Shared Monument Sign ordinance) were all adopted by the City Council the previous evening. He also addressed scheduling for the March 12 meeting during spring break, determining that several Commissioners would be absent and a quorum might not be available. He indicated he would decide whether to cancel that meeting based on the urgency of pending items.

Mr. McNulty announced the annual Utah Land Use Institute training scheduled for Friday, March 20, at the Abbey Inn, requesting Commissioners indicate their attendance preferences for either in-person or online participation to fulfill their required professional development hours.

8. Adjournment

Commissioner Blake adjourned the meeting at 6:27 PM.

Jim McNulty
Planning Director

Approved: _____

**CITY OF SANTA CLARA
ORDINANCE NO. 2026-06**

**AN ORDINANCE TO ADOPT AN UPDATED ANNEXATION POLICY PLAN FOR
THE CITY OF SANTA CLARA**

WHEREAS, pursuant to Utah Code §10-2-803(1), “before a municipality may annex an unincorporated area . . . a municipal legislative body shall adopt a recommended annexation policy plan”;

WHEREAS, also pursuant to Utah Code §10-2-803(2), an annexation policy plan shall include “a map of the expansion area which may include territory located outside the county in which the municipality is located”;

WHEREAS, since the City adopted its last Annexation Policy Plan in 2024, the City determined during the recent update of its general plan that additional property should be included in the expansion area map;

WHEREAS, a draft plan including the modified expansion area map was prepared for consideration;

WHEREAS, each “affected entity” as defined in §10-2-801(2) was notified in writing of the draft plan, and the Planning Commission held a public meeting on January 22, 2026, to take public comment on the draft plan;

WHEREAS, no comment was received from any affected entity;

WHEREAS, the draft plan was presented to and discussed by the Planning Commission at its regular meeting on February 26, 2026, and the Planning Commission recommended approval of the revised draft plan; and

WHEREAS, the City Council held a public hearing to take public comment on the revised draft plan at its regular meeting on March 25, 2026, after which the City Council voted to accept the recommendation of the Planning Commission and adopt the revised draft plan, as set forth below.

NOW THEREFORE, BE IT ORDAINED by the City Council of Santa Clara, Utah that the updated Annexation Policy Plan as recommended for approval by the Planning Commission, is hereby adopted as set forth below, and including the Annexation Policy Plan Map as set forth in Exhibit A hereto. This Ordinance shall become effective on the date executed below and upon posting as required by law.

(remainder of page intentionally left blank)

SANTA CLARA CITY ANNEXATION POLICY PLAN

Under the State Annexation Statute, UCA 10-2-803, which was amended by the Utah State Legislature in 2025, Santa Clara City hereby adopts the following Annexation Policy Plan. This Annexation Policy Plan is intended to comply with the provisions of UCA 10-2-803 and incorporate all criteria required.

The Annexation Policy Plan is a guide to the orderly and well-planned annexation and development of lands contiguous to the city's boundaries. It may be modified from time to time to meet changing needs and to reflect the best interests of the community. An Annexation Policy Plan consists of the following elements:

1. General Annexation Criteria;
2. A Map of the Proposed Expansion Area;
3. Procedure for Submission of an Annexation Request;
4. Extension of needed Municipal Services in Developed and Developing Unincorporated Areas and Payment.

To qualify for annexation, a parcel of property must meet the annexation standards established by Utah Code as well as standards established by Santa Clara City.

A. GENERAL ANNEXATION CRITERIA

1. As part of its ongoing effort to plan and prepare for quality growth, Santa Clara City has identified certain territory outside of and contiguous to its present boundaries (**see Exhibit A**) which could, at some future time, reasonably be considered for annexation into the City. The areas proposed for possible future annexation include areas that in some instances are bordered by other municipalities.
2. Areas to be annexed must be contiguous to Santa Clara City.
3. The property must be within the area projected for expansion under the Santa Clara City annexation declaration area (**see Exhibit A**).
4. The property cannot be included within the boundaries of another incorporated municipality except as provided by law.
5. If practicable and feasible, the boundaries of an area proposed for annexation shall be drawn:
 - a. along the boundaries of existing districts for sewer, water, power; along the boundaries of school districts, and along boundaries of other taxing entities.
 - b. to eliminate islands and peninsulas of territory that are not receiving municipal services.
 - c. to facilitate the consolidation of overlapping functions of local government.
 - d. to promote the efficient delivery of services.
 - e. to encourage the equitable distribution of community resources and obligations.
6. Santa Clara City has a rural agricultural history with a mix of land uses provided in the city. The City is growing in population and the demand for both residential and commercial uses of land is high. The City encourages commercial uses that will benefit

its growing population. Areas to be annexed should be compatible with the needs of Santa Clara City.

7. Santa Clara City is concerned about the interests of all affected entities and has considered written comments from affected entities in finalizing this plan. The City is in support of property within the expansion area being developed so utility and transportation systems can be incorporated into a comprehensive plan for the area. Wherever practical, new City boundaries should conform to the boundaries of existing districts for sewer, water, power, along the boundaries of school districts, and along the boundaries of other taxing entities.
8. Santa Clara City shall not favor the annexation of areas for which it does not have the capability or the intention of providing municipal services, except for utility services that are not provided by the City but are provided by other entities in the areas to be annexed.
9. It is not Santa Clara City's intent to annex property for the sole purpose of acquiring revenues.
10. This Annexation Policy Plan does not exclude from the expansion area any area containing urban development within one half (1/2) mile of the City's boundaries.

B. PROCEDURE FOR SUBMISSION OF AN ANNEXATION REQUEST

1. Except for annexations initiated by the City in accordance with the provisions of Section 10-2-812, Utah Code Annotated, all annexations shall be commenced by the filing of a petition and plat meeting the requirements of Section 10-2-806.
2. The petition and plat map shall be filed with the City Recorder and shall:
 - a. File with the City Recorder a notice of intent to file a petition. Provide a copy of the notice sent to affected entities as required under Subsection (4)(g)(i)(ii) and a list of the affected entities to which the notice was sent.
 - b. Contain the signatures of if all the real property within the area proposed for annexation is owned by a public entity other than the federal government, the owners of all publicly owned real property, or the owners of private real property that is located within the area proposed for annexation.
 - c. Be equal in value to at least one third (1/3) of the value of all private real property within the proposed area for annexation.
 - d. Represent an area contiguous to the existing corporate limits of Santa Clara City and shown to be within the areas designated for annexation in the Santa Clara City Annexation Policy Plan.
 - e. Have an accurate and recordable plat map, prepared by a surveyor licensed in the State of Utah.
 - f. Contain on each signature page a notice in bold and conspicuous terms that states substantially the following:
 - "Notice": There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.

8. Upon receipt of the Washington County Boundary Commission's decision if a protest public hearing is held, and subject to their decision, the City Council may approve or deny the proposed annexation.
9. If the City Council approves the proposed annexation by ordinance, the City shall comply with the filing and notice requirements outlined in Section 10-2-807, Utah Code Annotated, within thirty (30) days of annexing the unincorporated area.

C. EXTENSION OF NEEDED MUNICIPAL SERVICES IN DEVELOPED AND DEVELOPING UNINCORPORATED AREAS AND PAYMENT

1. In areas where municipal services are not presently extended, services will be extended on an as-needed basis at the developer's expense. All extensions of municipal services shall comply with all City ordinances and policy criteria.
2. The City may require that an Annexation Agreement may be prepared between the City and future developers outlining specific requirements relating to culinary water, secondary water, wastewater, storm water drainage, transportation, electricity, and other specific improvements prior to the annexation approval.
3. An approved Annexation Petition will allow developers of the annexed property to connect to City Facilities, provided that all infrastructure proposed to be connected meets City standards and specifications and complies with all applicable development and land use ordinances.
4. The way the infrastructure additions are developed will have a bearing on how they are financed. The increased valuation of property and the subsequent increase in property and sales tax revenues will help increase contributions to the City's general fund. This increase will help defray the added cost of providing services to the annexed area.
5. In general, the costs and expenses of capital improvements, such as utilities, streets, curbs, gutters, sidewalks, storm drain systems, and other improvements deemed necessary in the annexed area, shall be borne by the developer as development within the area occurs.
6. When the annexation is approved, the newly annexed area shall receive the following services:
 - a. Fire Protection;
 - b. Police Protection;
 - c. Building & Safety;
 - d. Planning & Zoning;
 - e. Utilities provided by the City at the time of annexation;
 - f. Maintenance of dedicated City (public) streets; and
 - g. Other services provided by the City at the time of annexation.
7. It is not anticipated that an annexation will cause any adverse consequences to the residents currently living within the City or living within the annexed area, except that there may be a slight reduction in general services available to current residents because of expansions of services into the newly annexed territory.

8. It is anticipated that the residents in the newly annexed territory will experience an increase in their property taxes due to the difference in certified tax rates between the City and Washington County. It is further anticipated that as the City receives property tax revenue from the newly annexed territory, the level of service for the entire community will increase.

APPROVED AND ADOPTED by a duly constituted quorum of the Santa Clara City Council this 25 day of March, 2026.

IN WITNESS THERETO:

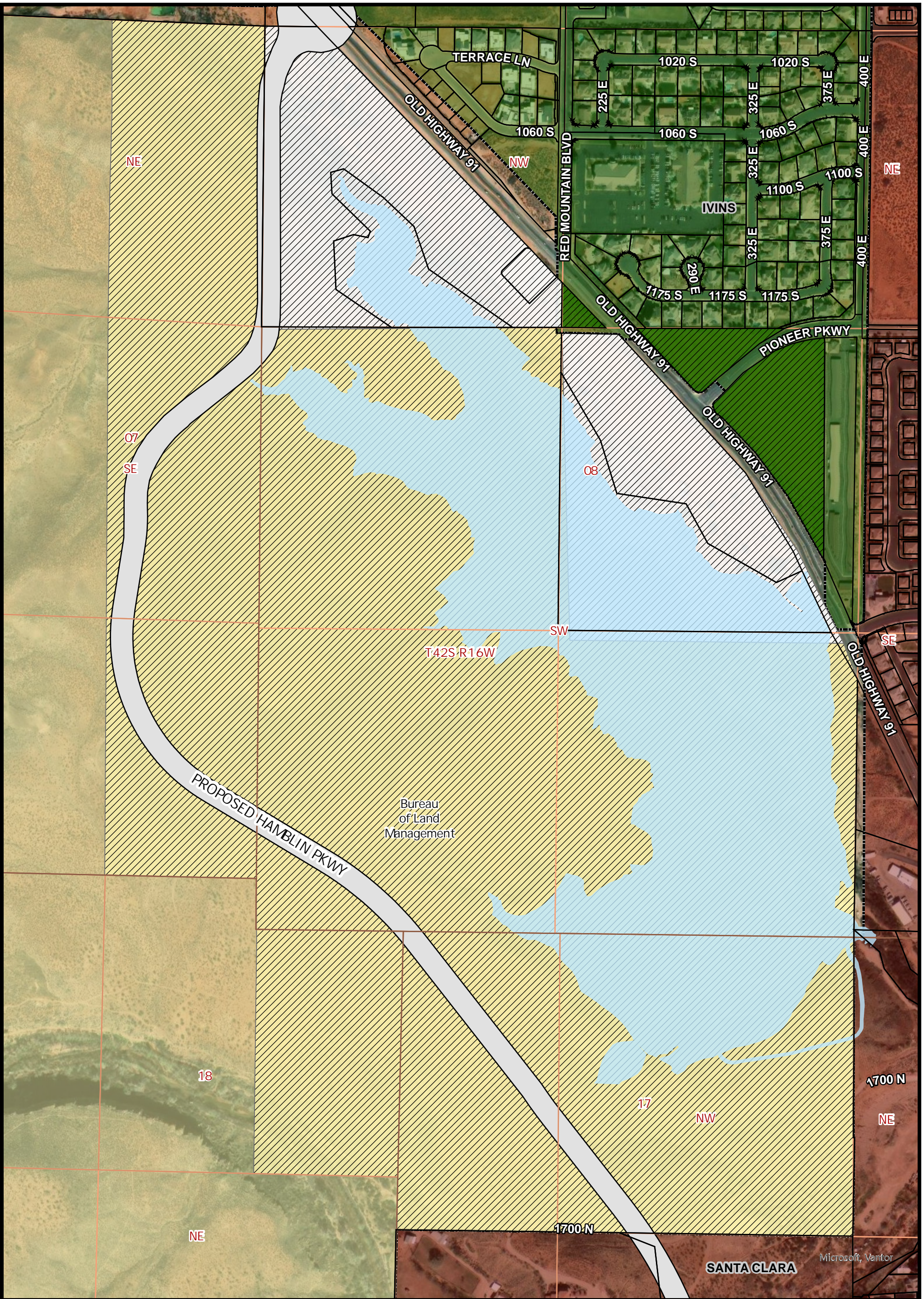
Jarett Waite, Mayor

ATTEST:

Selena Nez, City Recorder

EXHIBIT A
TO ANNEXATION POLICY PLAN
ANNEXATION POLICY PLAN MAP

(See following page)





2603 Santa Clara Drive, Santa Clara, UT 84765
 (435) 673-6712 | gis@santaclarautah.gov
www.santaclarautah.gov

LEGEND

Santa Clara Incorporated Area	Washington County Parcels
Iwins Incorporated Area	Future Graveyard Wash
St. George Incorporated Area	Bureau of Land Management Potential Annexation Areas
Future Hamblin Pkwy	Bureau of Land Management
Bureau of Land Management	Iwins
PLSS Section	Unincorporated County
PLSS Quarter Section	Municipalities

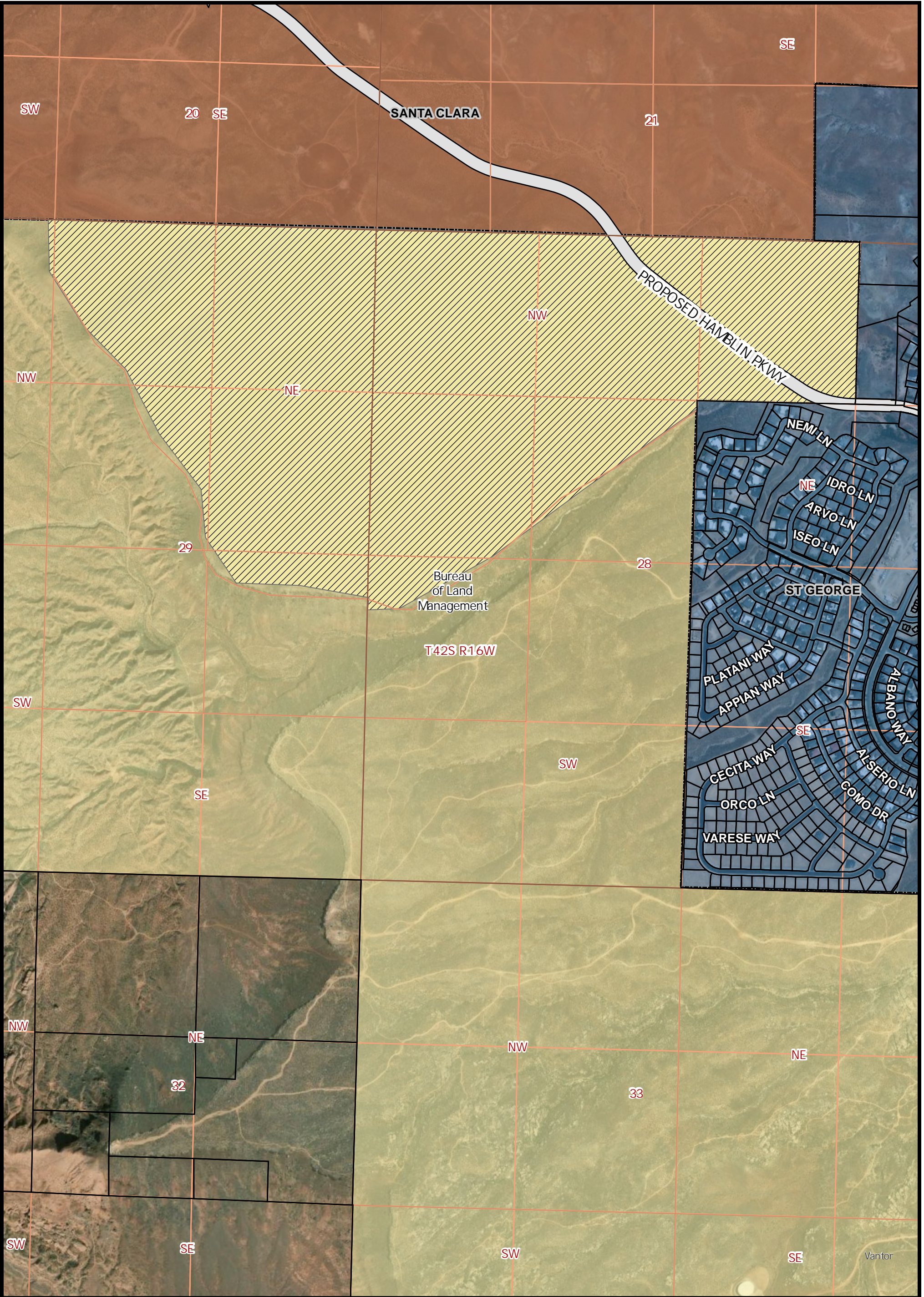
0 0.03 0.07 0.13 Miles

Annexation Policy Plan Map

City of Santa Clara

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Spatial Reference:	NAD 1983 State Plane Utah South FIPS 4303 (US Feet)
Scale:	1 inch equals 0.07 miles
Date:	January 12, 2026





2603 Santa Clara Drive, Santa Clara, UT 84765
 (435) 673-6712 | gis@santaclarautah.gov
www.santaclarautah.gov


LEGEND

Santa Clara Incorporated Area	PLSS Quarter Section
Ivins Incorporated Area	Washington County Parcels
St. George Incorporated Area	Future Graveyard Wash
Future Hamblin Pkwy	Bureau of Land Management
Bureau of Land Management	Municipalities
PLSS Section	

0 0.05 0.1 0.2 Miles

Annexation Policy Plan Map

City of Santa Clara



Spatial Reference:	NAD 1983 State Plane Utah South FIPS 4303 (US Feet)
Scale:	1 inch equals 0.14 miles
Date:	January 12, 2026

Mayor

Jarett Waite

City Manager

Brock Jacobsen



City Council

Christa Hinton
David Pond
Janene Burton
Mark Hendrickson
Justin Caplin

CITY COUNCIL

Meeting Date: March 25, 2026

Agenda Item: 3

Applicant: Equality Utah

Requested by: Jim McNulty

Subject: Public Hearing - Single Event Liquor License & Special Event Permit

Description:

Essie Gonzsen with Equality Utah is requesting approval for a Single Event Liquor License & Special Event Permit for a Legislative Wrap Fundraiser Event. The event will be held on Saturday, April 18, 2026, from 11 AM to 1 PM at the Santa Rosa. The applicant has indicated that approximately 100 people will attend the event. A copy of the two applications have been included. This item was discussed at our weekly Technical Review Committee TRC meeting on March 12, 2026.

Recommendation: Approval

Attachments: N/A

Cost: N/A

Legal Approval: Yes

Finance Approval: N/A

Budget Approval: N/A



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

APPLICATION FOR A SINGLE EVENT LIQUOR LICENSE

Date: 3/17/26
Applicant Name: Elise [REDACTED] Business Name: Equality Utah
Date of Birth: [REDACTED] SSN: [REDACTED]
Residence Address: [REDACTED]
Applicant Phone: [REDACTED] Business Phone: _____ Email: [REDACTED]
Name of Special Event: Equality Utah legislative Wrap Fundraiser
Location of Event: 2728 Santa Clara Dr. Santa Clara UT 84765
On the: 18th day(s) of: April, 2026
During the hours of: 11am - 1pm, pursuant to the provision of Utah Code 32B-9 for
the sale of (Check all that apply): Beer Heavy Beer Wine Flavored Malt Beverages Liquor

REQUIREMENTS:

- \$100.00 Non-Refundable Application Fee.
- \$100.00 Single Event Permit Fee.
- Copy of Applicant's Current City Business License.
- Copy of Applicant Driver's License.
- Character references from three (3) individuals who personally know the applicant (or if business entity, the agent for applicant), and whom the City may contact for an opinion on the moral character of the applicant and applicant's fitness to obtain a permit; and if the applicant has previously held a license in the state of Utah, the references shall have personal knowledge of the applicant's conduct in relation to said prior licensing or permitting.
- Evidence of distance to the nearest school, church, public library, public playground or park.
- Signed consent stating that permittee will permit any authorized representative of the city or any law enforcement officer the unrestricted right to enter event site.
- Applicant must be over 21 years of age.
- List any convictions for crimes which could disqualify applicant.

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


Applicant 

Sworn before me this 13th day of March 2026



Bailee 
Notary Public

09/30/2026
My Commission Expires

AFCU
Residing at: _____

Approval by City Council (if required): _____

Approval by City Manager or Designee: _____

Character References
Equality Utah / Essie [REDACTED]



1,000 ft from Heritage Square (closest park)

I, Essie [REDACTED], acting as the authorized agent for Equality Utah, hereby consent that an authorized representative of the City of Santa Clara, or any law enforcement officer, shall have unrestricted right to enter the event site during the permitted event for the purpose of inspection, enforcement, or any lawful duty.

Event: Equality Utah Legislative Wrap Fundraiser
Location: Santa Rosa 2728 Santa Clara Dr. 84765
Date: April 18th 11am-1pm

[Signature] [REDACTED]

Character References
Fidelity Nat'l Exec (2003-2004)

1. Julie Brown
202-470-9993

2. Danielle Larkin
432-619-9991

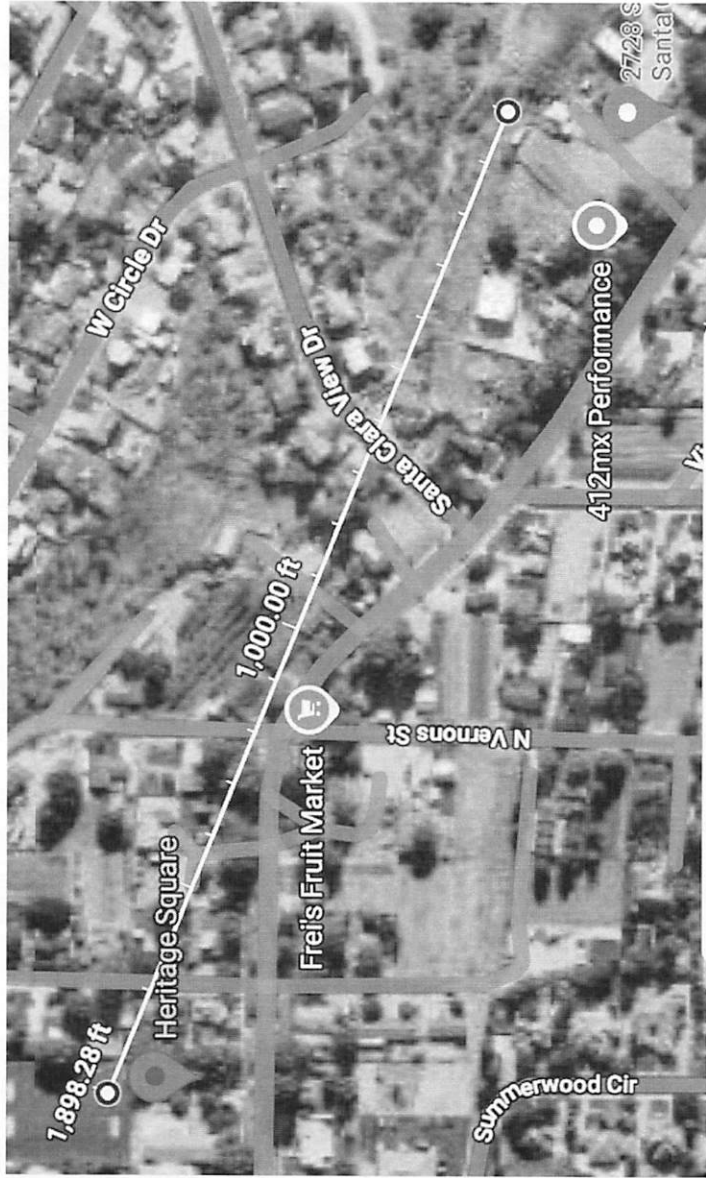
3. Michael Johnson
801-891-4147

1,000 ft from Heritage Square (lowest part)

I Fessie Grossman, acting as the authorized agent for Fidelity Nat'l, hereby consent that an authorized representative of the City of Santa Clara, or any law enforcement officer shall have unrestricted right to enter the above site during the permitted event for the purpose of inspection, enforcement, or any lawful duty.

Event: Fidelity Nat'l Leadership Walk
Location: Santa Clara State Park (Santa Clara Dr. 34115)
Date: April 14th, 11am-1pm

John C. [Signature]
3/13/14





Santa Clara City
2603 Santa Clara Drive
Santa Clara, UT 84765
(435) 673-6712

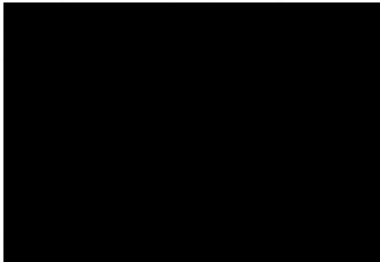
XBP Confirmation Number: 308212665



	Special Event Permit	1	\$200.00
Notes: Single event Liquor License Fee Essi [REDACTED]			

TOTAL: \$200.00

Transaction taken by: Admin dandrews





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

SPECIAL EVENT PERMIT CHECK LIST & APPLICATION AS PROVIDED BY SANTA CLARA, UTAH, CITY CODE CHAPTER 12.22

Documents:

1. Complete Special Event Application (Due 45 days before event). Events filed less than 45 days will not be accepted.
2. **\$150.00/\$300.00 (500+ people) Application Fee.**
3. Written Description/Narrative of the event.
4. Event Site Plan. Must include street names, placement of barricades, road/sidewalk closure, vendor/merchant parking, vendor booth placement, inflatables, amusement devises, table placement, portable toilet placement, fencing, tents, temporary signage, etc.
- n/a 5. Security Plan. The is required by the police department. It must include: an estimated amount of people expected at your event, a security director on the site at all times with a cell phone, the total number of security personnel (required to be 21 years or older), security personnel must be in security shirts or vests that look the same, and a name and phone number of someone to contact as necessary.
6. Written Authorization for events held on private property from the property owner.
7. Provide a Certificate of Insurance with a minimum limit of one million dollars (\$1,000,000.00) per person in any occurrence and two million dollars (\$2,000,000,00) aggregate.
8. Alcohol Sales/Single Event Liquor License Application – Please contact the State of Utah, Alcoholic Beverage Control at (801) 977-6800.
- n/a 9. Temporary sales tax number for event and vendors. Please contact state of Utah special events tax division – (801) 297-6303.
- n/a 10. Health Department approval for any food provided at the event. Southwest Health Department – (435) 986-2580.
- n/a 11. Proof of park reservation or city facility reservation.
12. Sign and return a Special Event Hold Harmless Agreement.

Event Details:

1. Event Name: Equality Utah Legislative Wap Fundraiser
2. Applicant Names(s) & Contact information: Essie [REDACTED]
3. Organization: Equality Utah
4. Applicant Address: [REDACTED]
5. Mailing Address: " "
6. Phone Number & Email: [REDACTED]
7. Location of Event: Santa Rosa 2728 Santa Clara Dr. Santa Clara 84765
8. Event Date(s) including Start Time & End Time: 4/18/26 11am - 1pm
9. Clean up Date(s) including Start Time & End Time: 4/18/26 8am - 4pm
10. Approximate Number of Persons attending the event per day: 100
11. Is the event being held on private property: Yes
12. Will Food be served at the event: Yes
13. Will Alcohol be sold or served at the event: Yes, if yes, please submit Single Event Liquor License application.
14. Will Outdoor Music be part of the event: No, if yes, written approval of all neighbors is required.

****A completed application of City Forms shall be submitted to the City at least forty-five (45) calendar days before the event is scheduled to take place, to allow sufficient time to process the application.***

I HEREBY DECLARE THAT THE FOREGOING INFORMATION GIVEN ON THIS APPLICATION FOR A SPECIAL EVENT PERMIT IS TRUE AND THAT FALSIFYING ANY INFORMATION CONSTITUTES CAUSE FOR REJECTION OF MY PERMIT.

[Signature]
Signature Applicant(s)

3/5/2026
Date

****This permit is approved subject to any conditions communicated to the applicant in writing at the time of issuance.***

City Approval

Date

HOLD HARMLESS AGREEMENT

The City of Santa Clara (hereinafter known as the City) and the User hereby enter into an agreement as follows with the understanding that information contained herein does constitute a contract within the State of Utah. All parties to the contract further agree to submit to the jurisdiction of the courts in the State Utah any claims arising out of this contract. This agreement will not be binding upon the City until accepted and approved by the City Manager or his authorized designee.

The User:

- (1) Shall hereby release and hold harmless the City from, and agrees to indemnify it against any and all claims, damages, injury, cost of investigation, Worker's Compensation and Attorney's fees arising from, or as a result of use of City owned property, facilities or equipment;
- (2) Shall obtain, at User's own cost and expense, any and all licenses or permits required by law or ordinance;
- (3) Shall take the premises as they are found at the time of occupancy by the User. In the event the User finds it necessary to remove or change the equipment, the changes shall be made by the User at the user's expense and shall be replaced as found. No removals or changes shall be made without prior written approval of the City;
- (4) Shall remove from the premises at the conclusion of the activity all equipment and material owned by the user;
- (5) Shall have all deliveries of needed equipment and materials made only after written approved arrangements with the City are received;
- (6) Shall not reassign this agreement or sublet the premises, or any part thereof, for any purposes other than herein specified, without the written consent of the City;
- (7) Shall not bring on the premises, keep, possess, or allow use of any illegal drugs, alcoholic beverages, controlled substances or gambling devices of any kind;
- (8) Shall not use, store, or permit to be used or stored in or on any part of the City's premises, any substance or thing prohibited by any law or ordinance, or by standard policies of fire insurance companies operating in the State of Utah;
- (9) Shall assume full responsibility and liability for the character, acts, and conduct of all persons admitted to the facilities or property owned by the City;
- (10) Shall provide a certificate of insurance at least 48 hours prior to the activity indicating Evidence of Public Liability Insurance coverage;
- (11) Shall not allow smoking in City owned buildings, facilities, or on City owned property;
- (12) Clean the facility and restore all equipment and furnishings to their original order. The immediate area outside the facility must also be cleaned;
- (13) Shall make available a first aid kit and inform the other persons of its location.

The City:

- (1) Shall furnish light, heat, and water by means of the appliance installed for ordinary purposes. Interruptions, delays or failure in the furnishings of any of the above, caused by anything beyond the control of the City shall not be chargeable to the City;
- (2) Shall not be responsible for any damage, accidents or injury that may occur to the User, his agents, servants, employees, spectators and any or all other participants, and/or property of any cause whatsoever arising out of or resulting from the above;
- (3) Reserves the right, in the exercise of its discretion, to rescind and cancel this agreement at any time when the purpose for which the premises are being used, shall be obnoxious or hostile to the best interest of the City;
- (4) Reserves the right to give City activities a priority for use and alter this agreement by notifying the User not less than 48 hours prior to the activity, any;
- (5) May at its option, attach a rider which outlines the fee schedule and other detailed specifications of this agreement and which becomes a part of this agreement.

I certify that I have read and will abide by the rules and regulations which appear above.

Signature of the Applicant: Jim [Redacted] Date: 3/5/2026

Approved Denied Fee Paid: _____ Permit #: _____ Authorized by: _____

*****NOTE TO APPLICANT: Fee refundable if cancelation is made at least 7 days prior to reservation***
Approval and Fees must be received before you will be added to the calendar.**

Event Name: Equality Utah Southern Utah Legislative Wrap & 25 Year Celebration Brunch

Event Description:

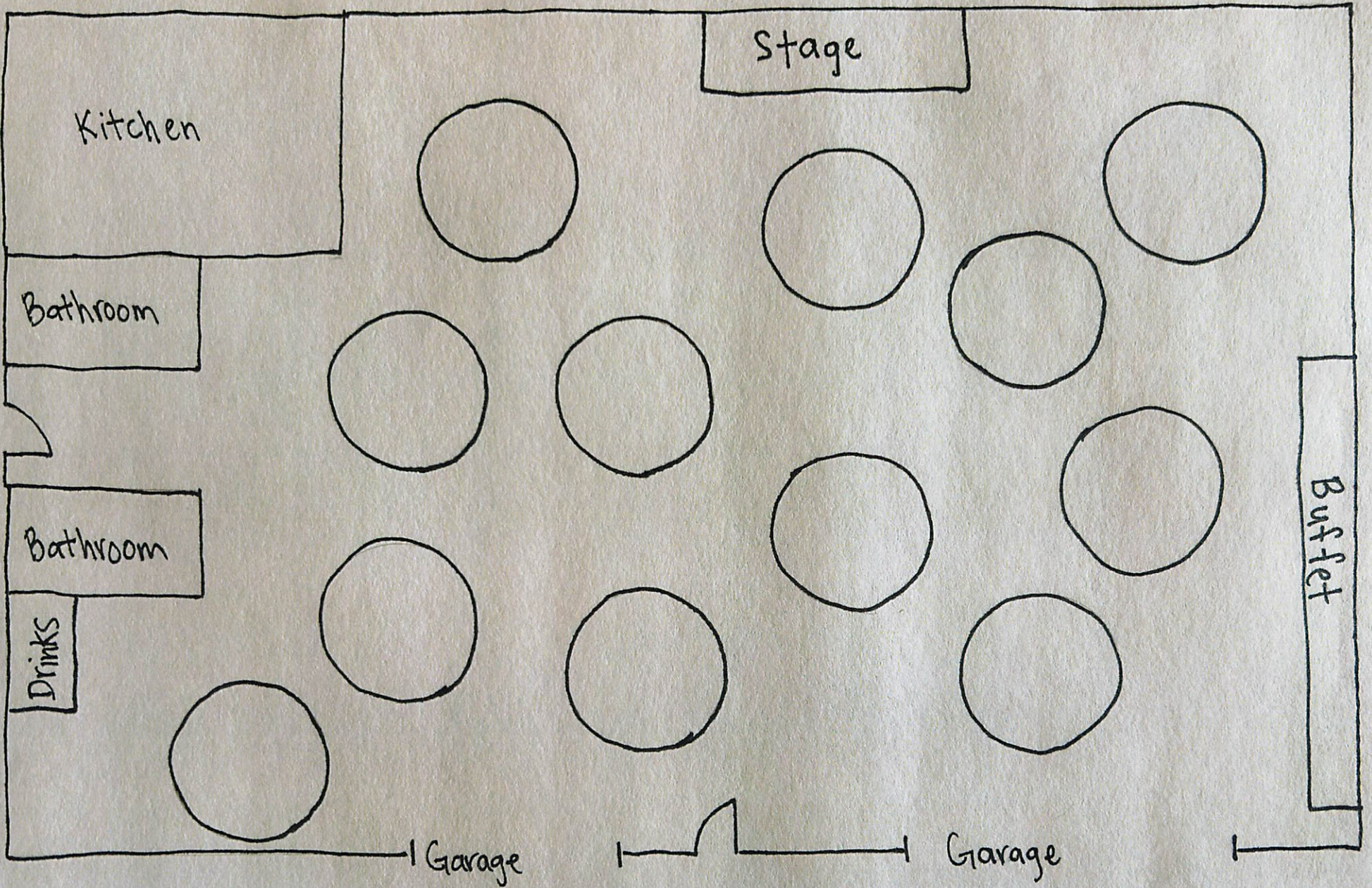
Equality Utah will host a community brunch event celebrating the conclusion of the 2026 Utah Legislative Session and commemorating the organization's 25th anniversary. The event will bring together community members, supporters, and local leaders to reflect on legislative outcomes, recognize community leadership, and strengthen connections across Southern Utah.

The event will include a brunch made up of local restaurants donating a specialty dish and brief speaking program. Food will be served buffet-style. Alcoholic beverages, including beer, wine, and champagne for mimosas, will be served to guests who are 21 years of age or older in accordance with all applicable state and local regulations.

Attendees will be seated at tables within the designated event area. The event will include minimal equipment such as tables, chairs, and food/drink areas.

The anticipated attendance is approximately 80-100 guests.

The event will take place on private property and is intended to be a welcoming community gathering. No amplified outdoor music or large-scale entertainment is planned. All event operations will comply with local safety requirements.





Local Authority Consent for a Single Event Permit

The local business licensing authority gives written consent to the Alcoholic Beverage Services Commission to consider the issuance of a temporary single event permit for an entity/organization to store, sell, offer for sale, furnish, or allow the consumption of an alcohol product on the event premises of the applicant under the following authority: Utah Code Section 32B-9-201.

Santa Clara Utah

hereby grants its consent for the issuance of a permit to:

Applicant Entity/Organization: Equality Utah

Event Name: 2026 Legislative Wrap

Physical Location Street Address: 2728 Santa Clara Dr.

City: Santa Clara **Zip Code:** 84765

Event Start Date: April 18, 2026 **Event End Date:** April 18, 2026

Hours of Operation: 11AM - 1 PM

Approved to sell, offer for sale, or furnish: (check all that apply)

- Beer
- Heavy Beer
- Wine
- Flavored Malt Beverage
- Liquor

We are recommending this entity as conducting a civic or community enterprise: N/A

Authorized Licensing Authority Signature: _____

Printed Name: _____ **Title:** _____ **Date:** _____

This local consent document must be submitted to the DABS by the applicant as part of a complete application.

SPECIAL PERMIT AUTHORIZATION

I, Ryan [REDACTED]
authorize the Equality Utah Legislative Wrap Fundraiser to be held on my property at:

2728 Santa Clara Dr, Santa Clara, UT 84765

on Saturday, April 18, 2026.

Signature: Ryan [REDACTED]



Santa Clara City
2603 Santa Clara Drive
Santa Clara, UT 84765
(435) 673-6712

[REDACTED]

▶ Transaction detail for payment to Santa Clara City.		Date: 03/05/2026 - 3:54:17 PM MT	
[REDACTED]			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TOTAL: **\$150.00**

Billing Information
Elise [REDACTED]
84738

Transaction taken by: Admin dandrews

Mayor

Jarett Waite

City Manager

Brock Jacobsen



City Council

Christa Hinton
David Pond
Janene Burton
Mark Hendrickson
Justin Caplin

CITY COUNCIL

Meeting Date: March 25, 2026

Agenda Item: 4

Applicant: Gary Hall

Requested by: Gary Hall

Subject: UAMPS Pooling Agreement

Description:

Approve authorizing resolution approving the execution of the Amended and Restated Pooling Agreement as discussed in the work meeting held March 11, 2026.

Recommendation: Approval

Attachments: Yes

Cost: 0

Legal Approval: Yes

Finance Approval: N/A

Budget Approval: N/A

**Amended & Restated Pooling Agreement
Governing Board Talking Points
February 2026**

Purpose

- Update the 1980 Pooling Agreement to support mandatory participation in organized wholesale power markets.
- Align UAMPS operations with PacifiCorp's entry into the Extended Day-Ahead Market (EDAM) effective May 2026.
- Provide a clear, modern framework for governance, planning, cost allocation, and risk management.

Why This Is Needed Now

- PacifiCorp's participation in EDAM requires UAMPS and its members to comply with centralized market rules.
- The current Pooling Agreement was designed for a bilateral market and does not address today's market complexity.
- The amended agreement ensures continued, compliant participation while preserving UAMPS' agency role.

Key Changes

- Obligates Participants to purchase power and resource sufficiency requirements in excess of owned resources through UAMPS.
- Establishes formal market planning tools, including:
 - Annual Purchase Plan
 - Load and Resource Forecasts
 - Resource Sufficiency Obligations
- Authorizes UAMPS to make market purchases on behalf of Participants under an approved plan.

Governance & Oversight

- Creates a Project Management Committee (PMC), consistent with other UAMPS projects.
- One voting representative per Participant; PMC actions require board ratification.
- Establishes an advisory committee to support policy development and operational practices.
- Requires an annual internal audit of market operations and settlements.

Cost Allocation & Financial Protections

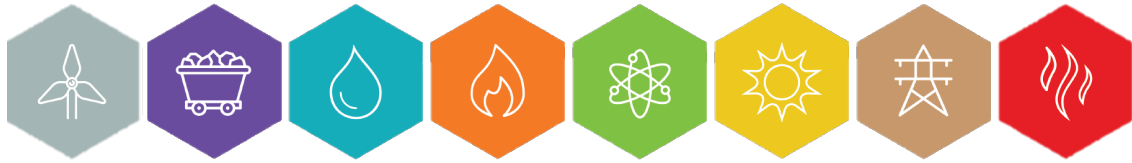
- Costs and revenues directly attributable to a Participant are allocated to that Participant.
- Shared costs are allocated based on Load Ratio Share or another PMC-approved method.
- Incorporates payment obligations, rate covenant, audit rights, and transparency provisions that support credit strength.

Term & Effectiveness

- Effective May 1, 2026.
- Replaces the existing Pooling Agreement in its entirety.
- Remains in effect unless terminated with five years' notice (shorter period requires PMC approval).

Participants Governing Board Approval

- Approve authorizing resolution approving the execution of the Amended and Restated Pooling Agreement
- Seek approval 30 days prior to the effective date of May 1, 2026



UAMPS

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

AMENDED AND RESTATED POOLING AGREEMENT

Participant's
Governing Board Presentation

WHY NOW?

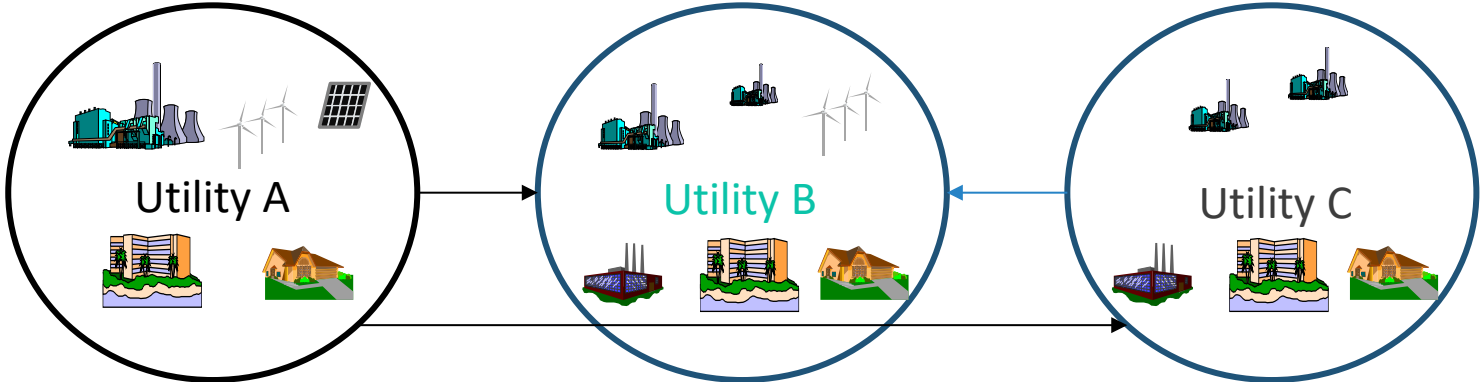
- PacifiCorp **joined** the Extended Day-Ahead Market (EDAM) effective May 2026
- Since UAMPS is in the PacifiCorp Balancing Authority, UAMPS is **required** to participate in EDAM
- UAMPS is modernizing the Power Pooling Agreement to meet this **mandatory** participation in EDAM and for other updates to **reflect operational changes in the last 40 years**

PURPOSE AND CONTEXT

- **Original Pooling Agreement (1980)**
 - Established a basic power pooling framework among UAMPS members
 - Focused on bilateral power purchases, scheduling, and surplus sales to the UAMPS pool
- **Amended & Restated Pooling Agreement (2026)**
 - Modernizes the pooling structure to include both bilateral and market transactions
 - Explains how settlements, revenues and charges will be allocated; adds legal terms to support financing and protect all members
 - Flexible to allow for member autonomy and consistent with UAMPS Mission, Vision, and Values

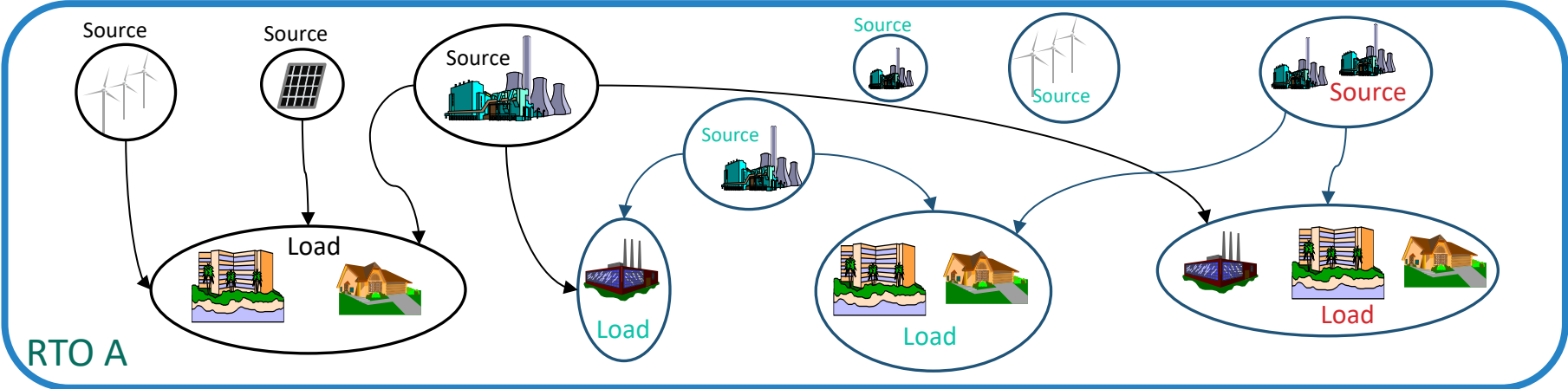
TRANSITION TO CENTRALIZED MARKETS

Bilateral Environment



Load and resources are balanced per each utility

Centralized Market Environment



Separates load and resources

UTILITY CENTRALIZED MARKET BUSINESS MODEL

Same:

- Primary objective is **still to keep the lights on and minimize costs**
- **Oversee operation** of your generation, transmission, & load (demand) and utilize UAMPS shared services model for the economic benefit of members

Different:

- **Separation between generation and load**
- **Utility's load is served by the market** - through lowest cost market-supplied resources
- Utility sells generation into market – transaction counterparty is the organized market

HISTORICAL AND FUTURE POOL OPERATIONS

- **Original Pooling Agreement (1980)**
 - Power purchases classified as planned or unplanned
 - Pricing for unplanned purchases determined within pool at time of scheduling
- **Amended & Restated Pooling Agreement (2026)**
 - Explicitly supports participation in organized wholesale market
 - Introduces:
 - Annual Purchase Plans
 - Required Load and Resource Forecasts
 - Resource Sufficiency Obligations
 - UAMPS participates in the EDAM market and manages settlements

MAJOR DIFFERENCE

- Obligates Participants to purchase all of its **power requirements** and associated **Resource Sufficiency Obligation** in excess of its owned resources from UAMPS
- Authorizes UAMPS to make market purchases without additional authorization pursuant to the Annual Purchase Plan
 - to meet market resource sufficiency obligations, and
 - to meet forecasted deficiency
- Annually, Participants can elect to **withdraw their authorization (“opt out”)** for UAMPS to make purchases on their behalf in the Annual Purchase Plan
 - Regardless of opt out status, UAMPS is authorized to make market purchases required to meet the Resource Sufficiency Evaluation for all Participants after 2 days prior to flow date

HIGH-LEVEL SUMMARY

- Provides framework to accommodate organized market participation while preserving UAMPS' agency role
- Fully replaces the prior Pooling Agreement effective May 1, 2026
- Clearer governance and delegation of authority through the Project Management Committee and Participant's Representatives
- Establishes a formal planning process (Annual Purchase Plan, Forecasted Deficiency)
- Formalizes current practices such as consignment of non-UAMPS resources
- Incorporates explicit financial obligations, rate covenant, and audit rights that support credit strength and transparency
- Incorporates contractual terms such as payment obligations, indemnification, uncontrollable forces, and notice provisions

TERM & TERMINATION

- Agreement becomes effective May 1, 2026
- Remains in effect until terminated with 5 years' notice
 - Unless a shorter notice period is approved by the PMC
- Any amendments to the Agreement require PMC approval

GOVERNANCE

- Establishes a Project Management Committee (PMC)
 - Similar to all other UAMPS Projects
- One voting representative per Participant
- Board of Directors ratification required for PMC actions
- Establishes the ability of the PMC to create an advisory committee to deal with complex topics
 - EDAM operational protocols between UAMPS and members
 - Settlements allocation on cost-causation basis

COST CAUSATION

- Charges and revenues directly attributable to a specific Participant's resources or deficiencies shall be allocated to that Participant
- Charges and revenues not attributable to a specific Participant will be allocated among all Pool Participants according to the Load Ratio Share, or another reasonable method as determined by the PMC

INTERNAL AUDIT

- Annual audit will be completed to review market operations and settlement activity
- Purpose:
 - Verify the accuracy and consistency of settlement processing and allocation methodology
 - Evaluate operational market decisions in the market
- PMC to provide future direction for process improvements based on the audit findings

ADVISORY COMMITTEE

- Establishes an advisory committee to assist in the development, review and recommendation of policies, procedures and related exhibits
 - Evaluates and makes recommendations regarding
 - Forecasting methodologies
 - Billing practices
 - Schedule procedures
 - Data requirements
 - Reporting formats
 - Advisory committee is selected by the Pool Project Chair
 - Must include Participants of different sizes and resource mixes
 - Works in coordination with UAMPS staff
 - Advisory Committee makes recommendation to the PMC for approval

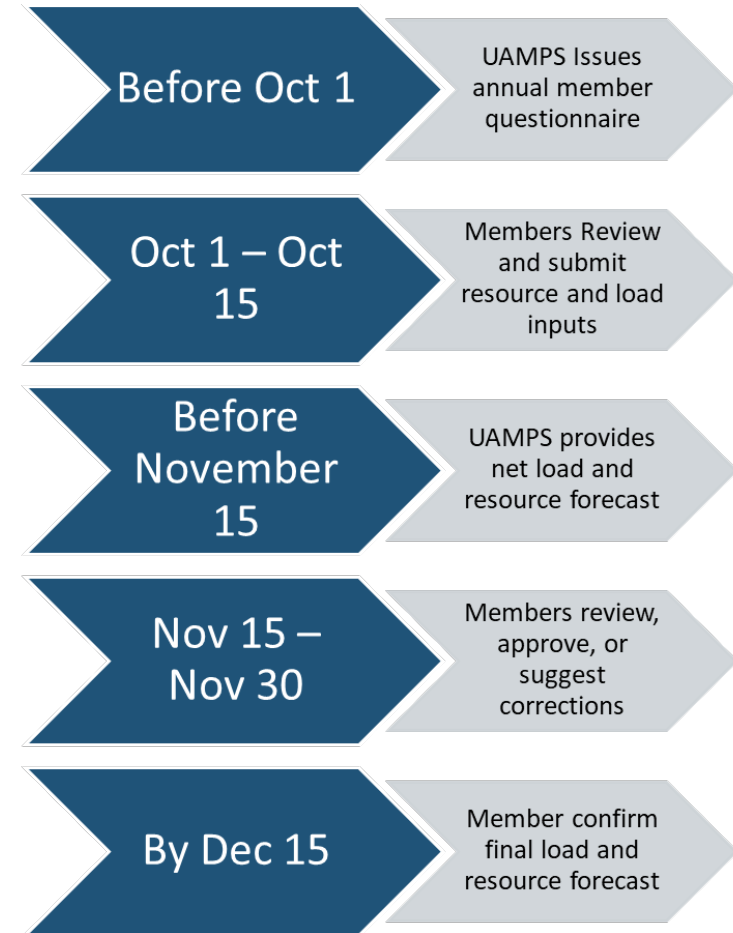
ANNUAL PURCHASE PLAN (EXHIBIT 1)

- UAMPS will develop an Annual Purchase Plan to meet aggregate Forecasted Deficiency of all non-opt out Participants
- Two types of purchases:
 1. Purchases to meet Forecasted Deficiencies will be allocated to a participants on the Load and Resource Forecast at the time of the purchase
 2. Purchases to meet Resource Sufficiency Obligations will be allocated among Participants based on contribution to deficiency during settlements
- PMC will approve the Annual Purchase Plan

LOAD AND RESOURCE FORECAST (EXHIBIT 2)

- **UAMPS will prepare** individual Participant's Load and Resource Forecast to determine Forecasted Deficiency
- UAMPS and Participant will work in **good faith** to mutually agree to the Participant's Load and Resource Forecast
- **Participant is responsible** to provide UAMPS with load data and resource information including periodic updates

EXAMPLE TIMELINE



OUTSIDE RESOURCE CONSIGNMENT (EXHIBIT 3)

- Participant must consign to UAMPS the output of any Outside Resource (i.e. a non-UAMPS Resource) pursuant to an Appendix
- UAMPS will **act as scheduling agent** for consigned Outside Resources
- UAMPS will **not** schedule, dispatch, or bid any consigned Outside Resources into any organized Market unless expressly declared available by the Participant

OTHER AGREEMENT PROVISIONS

- Payment obligation
- Rate Covenant
- Representations and Warranties
- Indemnifications and Liabilities
- Default; Dispute Resolution
- Notices

RECOMMENDED ACTION

- UAMPS is seeking approval of the Amended and Restated Pooling Agreement from all Pool Participants
- Approval package includes:
 - Authorizing approval resolution
 - Amended and Restated Pooling Agreement
 - Participant Certificate
 - Legal opinion
- Delivery of approved documents prior to May 1

MISSION

UAMPS delivers diverse and competitive energy solutions that strengthen and support our members.

UAMPS

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

VALUES

VISION

UAMPS is the trusted energy partner, empowering members and staff with innovative solutions that strengthen regional resilience and help our communities thrive.

SAFETY

We prioritize safety in every action to protect our people and communities.



TRUST

We build through transparency, accountability, and consistent follow-through.



INNOVATION

We advance our members' future through informed, forward-thinking solutions.



INTEGRITY

We act with fairness, respect, and honesty in everything we do.



SERVICE

We serve our members through collaboration, responsiveness, and shared purpose.



UAMPS

QUESTIONS

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

COMPARISON OF TERMS IN THE CURRENT VS THE REVISED POOLING AGREEMENT

Terms	Original Pooling Agreement and current practices	Amended Pooling Agreement
Termination	Termination requires 5-years written notice	Termination requires 5-years written notice or earlier upon approval of the PMC
Financing	Silent (authority unclear)	Allows UAMPS to enter Credit Agreements with PMC approval
Load Forecasts	Silent (UAMPS performs annually but not required by contract)	Annual Purchase Plan based on Load and Resource Forecasts informs purchasing
Purchase and Sale Authorization	Unplanned Purchases without authorization; advanced purchases (more than day ahead) require authorization	Resource sufficiency purchases without authorization; advanced purchases based on Annual Purchase Plan without further authorization unless Participant has opted out
Consignment (UAMPS dispatches Participant resources per pooling appendix)	Agreement allows consignment; practice requires Participants to consign all resources pursuant to pooling appendix except for Limited Participants	Participants required to consign all resources pursuant to a pooling appendix except for Limited Participants
Cost Causation	Members pay other members in the pool for resources used to serve their loads; other costs not addressed in the agreement	Market settlements, charges, and revenues, are allocated by Load Ratio Share; some costs allocated by historical average; resource costs allocated by generator ownership
Governance	Silent	Consistent with UAMPS JAA, Bylaws and power sales contracts
Billing and Billing Disputes	Silent; subject to UAMPS procedures	Consistent with other power sales contracts
Other Legal Provisions	Silent	Consistent with other power sales contracts

**AMENDED AND RESTATED POWER POOLING AGREEMENT
BETWEEN
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
AND
SANTA CLARA CITY**

This Amended and Restated Power Pooling Agreement made and entered into as of May 1, 2026 (“*Agreement*”), is by and between Utah Associated Municipal Power Systems, a political subdivision of the State of Utah (“*UAMPS*”) and Santa Clara City (the “*Participant*”).

RECITALS

WHEREAS, UAMPS is a political subdivision of the state of Utah organized under the Interlocal Cooperation Act (the “*Act*”) and the Joint Action Agreement to provide joint and cooperative action, including securing present and future power supply resources for its members;

WHEREAS, UAMPS has the power under the Act and Joint Action Agreement to (i) enter into contracts to obtain a supply of electric power and electric energy and ancillary services and transmission services, (ii) enter into contracts for the sale of wholesale energy services with its Members and others and (iii) adopt and implement risk management policies and enter into related agreements, including but not limited to forward purchase and sale contracts, hedging, tolling and swap agreements, and other instruments;

WHEREAS, balancing areas in the western electric markets, including the PacifiCorp East balancing area where most Members are located, are moving toward mandatory participation in organized markets;

WHEREAS, the Participant has entered into, or contemplates entering into power sales contracts with UAMPS and other instruments for the purchase or sale of electric power and electric energy; and

WHEREAS, subject to the terms and conditions of this Agreement, each Participant desires to appoint UAMPS as such Participant’s agent for (i) scheduling and dispatching electric power; (ii) purchasing power, energy, and related products to meet load and reserve requirements; (iii) selling Participant’s power and energy inside or outside organized markets; (iv) managing transmission rights and services; (v) handling payments/receipts and distributing market revenues; (vi) conducting transmission studies; and (vii) optimizing Participant’s resources and transmission.

NOW THEREFORE, the Participant and UAMPS hereby agree, as follows:

Section 1. Definitions and Rules of Construction.

(a) As used in this Agreement and in the Recitals set out above:

“*Act*” means the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended.

“*Agreement*” means this Amended and Restated Power Pooling Agreement as dated above between UAMPS and the Participant and any duly authorized amendments.

“*Amended and Restated Power Pooling Agreement*” means, collectively, this Agreement and the other Amended and Restated Power Pooling Agreements between UAMPS and the other Participants.

“*Annual Purchase Plan*” means the plan approved by the Project Management Committee setting forth the projected timing and pricing for market purchases over the fiscal year it is in effect. A form of the Annual Purchase Plan is attached to this Agreement as Exhibit 1, which shall be completed for each fiscal year upon the approval of, and may be modified from time to time by, the Project Management Committee.

“*Authorized Officer of UAMPS*” means the Chairman of the Board of Directors, the Vice Chairman of the Board, the Chairman of the Project Management Committee, the Secretary, the Treasurer and the Chief Executive Officer of UAMPS and any other officer or employee authorized or having delegated authority to perform specific acts or duties under the Amended and Restated Power Pooling Agreement by resolution duly adopted by the Board.

“*Billing Period*” means such period of time as shall be established from time to time by UAMPS for the preparation, calculation and billing of the amounts payable by the Participant hereunder and includes (i) all charges, credits, settlements, and other amounts attributable in that period of time, and (ii) any resettlements, recalculations, adjustments, or true-ups issued by any applicable organized market and received by UAMPS during that same calendar month, regardless of the market period to which such resettlements or adjustments relate.

“*Board*” means the Board of Directors of UAMPS or such other governing body of UAMPS as may be established from time to time pursuant to the Joint Action Agreement and the Act.

“*Commercially Reasonable*” or “*Commercially Reasonable Efforts*” means, with respect to any action required to be made, attempted or taken by a party under this Agreement, such efforts as a reasonably prudent business would undertake, consistent with good industry practice and the past practices of such party, for the protection of its own interest under the conditions affecting such action, including the amount of notice of the need to take such action, the duration and type of the action, the competitive environment in which such action occurs, and the contractual and legal obligations of, and the risk to, such party in connection with such action; *provided, however*, an obligation to act in a “Commercially Reasonable” manner or to exercise “Commercially Reasonable Efforts” does not include taking actions that would, individually or in the aggregate,

cause the party subject to such obligation to incur costs, or suffer any other detriment, that is out of reasonable proportion to the benefits to the other party under this Agreement.

“Cost Causation” means the principle that market charges and revenues should be allocated to the Participants whose actions directly cause such costs to be incurred or revenues to be received, including but not limited to charges and revenues relating to Resource Sufficiency Obligations and congestion charges and revenue.

“Credit Agreement” means (i) lines of credit and other credit arrangements to provide working capital, liquidity and/or reserves in connection with the operation and administration of the Project and (ii) any portion of the borrowing capacity under a line of credit or other credit arrangement that is dedicated, set aside or used to provide working capital, liquidity and/or reserves for the Project.

“Effective Date” means such date as shall be approved by the Project Management Committee as set forth in Section 2 of this Agreement.

“Electric System” means the Participant’s electric utility system as established, maintained and operated pursuant to applicable State and local law. With respect to any Participant that does not own and operate an electric utility system that serves retail customers, the term “Electric System” shall be deemed to refer to the applicable utility system.

“Entitlement Share” means the percentage determined by dividing (i) the sum of the Participant’s purchases through the Project for the previous fiscal year (ii) the sum of the total Project purchases during the previous fiscal year. For the avoidance of doubt, each Participant’s Entitlement Share under this Agreement shall be its Percentage Entitlement Share for purposes of the Joint Action Agreement.

“Forecasted Deficiency” means the forecasted electricity need for each Participant for the following fiscal year taking into account Load and Resource Forecasts as determined in advance of Project Management Committee approval of the Annual Purchase Plan.

“Joint Action Agreement” means the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, as amended and supplemented from time to time.

“Limited Participant” means a Participant that does not use UAMPS to schedule its full load and whose obligations with respect to purchases and sales are governed by a Pooling Appendix.

“Load Ratio Share” means for the applicable Billing Period, the ratio of (i) the total quantity of electric power and electric energy purchased by a Participant through the Project during such Billing Period excluding resources that are not participating in an organized market to (ii) the total quantity of electric power and electric energy purchased by all Participants through the Project during such Billing Period, taking into account any resources excluded from participation in an applicable organized market.

“Load and Resource Forecast” means the forward-looking estimate prepared by UAMPS, in consultation with Participant, of such Participant’s projected electric load and available electric supply resources for a specified planning period, including owned resources, contracted resources, Outside Resources, and applicable regulatory or market obligations. A form of Load and Resource Forecast is attached to this Agreement as Exhibit 2, which shall be approved and may be modified from time to time by the Project Management Committee.

“Members” means, collectively, each entity which has executed the Joint Action Agreement or a supplement thereto.

“Outside Resource” means any Participant resource that is not a UAMPS project, a purchase through a UAMPS project or a market purchase through UAMPS.

“Participant” means the party defined as the Participant in the preamble of this Agreement and its permitted successors and assigns hereunder.

“Participants” means the parties, including the Participant, other than UAMPS, to the Amended and Restated Power Pooling Agreement.

“Participant’s Representative” means (i) the officer, employee or other agent of the Participant designated from time to time by the Participant as the Representative of the Participant for purposes of the Joint Action Agreement, to whom all notices and other communications to be given by UAMPS to the Participant hereunder shall be sent or (ii) in the event that the individual appointed as the Participant’s Representative is unavailable to act on behalf of the Participant, the individual duly appointed or designated by the Participant as its alternate Representative pursuant to the Joint Action Agreement.

“Prior Agreement” means, collectively, the Power Pooling Agreements of various dates between UAMPS and the Members.

“Project” means the UAMPS project created by this Agreement to procure, schedule, dispatch, and sell electric power and energy, including the bidding of such resources into organized markets for the collective benefit of the Participants.

“Project Management Committee” means the committee of the Participants established pursuant to Section 5 which shall make certain decisions and recommendations with respect to the management and acquisition of electric power, electric energy and transmission service as provided herein.

“Pooling Appendix” means an appendix to this agreement that sets forth specific terms relating to the purchase and sale of Participant resources.

“Required Approvals” means all governmental, regulatory and lender approvals, consents and authorizations required or necessary for (i) the execution, delivery and performance of this Agreement (or any amendment hereto) by the Participant and (ii) this Agreement (or any amendment hereto) to be the legal, valid and binding obligation of the Participant.

“Resource Sufficiency Obligation” means a requirement from an organized market that is imposed on UAMPS to demonstrate sufficient supply, flexibility, and reserves to meet its own forecasted demand and uncertainty in advance or during real-time operations.

“UAMPS” means Utah Associated Municipal Power Systems, a political subdivision organized and existing under the laws of the State of Utah, the Act and the Joint Action Agreement, and its successors. All references to UAMPS in this Agreement shall include Authorized Officers of UAMPS and their delegees acting pursuant to specific authorization by the Board.

“Uncontrollable Force” means any cause beyond the control of the party affected, including failure of facilities, flood, earthquake, storm, lightning, fire, explosion, epidemic, pestilence, war, riot, an act of domestic or international terrorism, civil disturbance, labor disturbances, sabotage, or an act of civil or military authorities, including court orders, injunctions, or orders of governmental agencies with proper jurisdiction, which by due diligence and foresight such party could not reasonably have been expected to avoid.

(b) References to Articles, Sections, Schedules and Exhibits are to the Articles and Sections of and Schedules and Exhibits to this Agreement, unless otherwise provided. Article and Section headings are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the defined terms may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use of the word “include” or its derivations shall not be construed as language of limitation.

Section 2. Effective Date; Term; and Termination.

(a) The Effective Date of the Amended and Restated Power Pooling Agreement shall be May 1, 2026. As of the Effective Date, the Amended and Restated Power Pooling Agreement shall replace the Prior Agreement in its entirety, except that the Prior Agreement shall remain in effect with respect to any Participants that have not obtained all Required Approvals until such Approvals have been received. Appendices to the Power Pooling Agreement shall become appendices to the Amended and Restated Power Pooling Agreement unless substituted and signed by the affected Participant. A Member of UAMPS becomes a Participant by executing this Agreement as a separate contract from other agreements between UAMPS and the Participant.

(b) The Agreement shall remain in effect from the Effective Date until terminated by written notice by either party served at least five years prior to the stated termination date, unless a shorter notice period is approved by the Project Management Committee, or the date on which the Participant has terminated its participation in all UAMPS projects and completed all associated obligations, whichever is later. However, such termination shall not (i) relieve such Participant or UAMPS of any obligation incurred under or pursuant to this Agreement before such termination or (ii) result in the loss or availability of any right or benefit of such Participant or UAMPS which exists under any agreement or arrangement made hereunder between the Participant and UAMPS before such termination which extends beyond the noticed date of termination.

(c) No Agreement between UAMPS and a Participant may be entered into or amended so as to provide terms and conditions that are substantially and materially different from those herein contained except upon approval of the Project Management Committee, and upon similar amendment being made to the Agreement of any other Participants requesting such amendment after receipt by such Participant of notice of such amendment.

Section 3. Pool Administration

(a) Participants hereby establish the Project Management Committee, which shall consist of one voting representative from each Participant (who shall be the Participant's Representative or in the absence of the Participant's Representative its Alternate Representative) and shall be chaired by a Participant Representative elected by the Project Management Committee. The Participant has delegated full and complete authority to its Participant's Representative to act on all matters and decisions that come before the Project Management Committee. Each Representative appointed by the Participant shall serve on the Project Management Committee until the Participant appoints a successor. An Authorized Officer of UAMPS shall attend all meetings of the Project Management Committee and shall cause minutes to be kept of all such meetings.

(b) The Joint Action Agreement and the bylaws of UAMPS shall govern the procedures for and the voting rights on the Project Management Committee, *provided that*:

(i) The Participant's Representative of any Participant that is in default hereunder (A) shall not be entitled to vote on any matter during the period of such default, and the consent or approval of such Participant or such Participant's Representative shall not be required during the existence of such default and (B) shall be disregarded for purposes of determining whether a quorum of the Project Management Committee is present at any meeting;

(ii) All decisions made by the Project Management Committee shall be made by resolution, order or other appropriate action of the Project Management Committee and, except in those instances when the Project Management Committee is acting pursuant to delegated authority from the Board, before such resolution, order or action of the Project Management Committee shall take effect, the same shall be ratified and approved by resolution, order or action of the Board, acting in accordance with the Joint Action Agreement and the bylaws of UAMPS.

(iii) The Participants acknowledge that the Joint Action Agreement provides, among other things, that decisions of the Board with respect to the Project shall be made only upon the recommendation of the Project Management Committee and that weighted votes may be called for on any recommendation or decision to be made by the Project Management Committee or the Board, respectively, all as more fully provided in the Joint Action Agreement.

(c) The Project Management Committee may from time to time direct UAMPS to commission, obtain and provide such power supply and transmission studies as it deems reasonably necessary or desirable with respect to the Project.

(d) With the approval of the Project Management Committee, UAMPS may enter into Credit Agreements for the Project. UAMPS may require reasonable credit support or adequate assurance of payment from Participants consistent with market or lender requirements.

Section 4. Electric Power and Electric Energy Sales, Purchases and Allocation of Charges and Revenues

(a) UAMPS shall prepare an individual Load and Resource Forecast with each Participant to determine its Forecasted Deficiency. UAMPS and each Participant shall work in good faith to mutually agree upon the Participant's Load and Resource Forecast. Each Participant shall provide UAMPS with such load data, resource information, and other inputs as UAMPS may reasonably request in order to prepare and update such forecasts, including periodic updates as conditions change.

(b) Based on the Forecasted Deficiencies determined pursuant to Section 4(a), UAMPS shall develop, and the Project Management Committee shall approve, an Annual Purchase Plan to meet the aggregate Forecasted Deficiency of the Participants. The individual Participant Forecasted Deficiencies will be aggregated to determine the total UAMPS purchasing need, which will be included in the Annual Purchase Plan.

(c) UAMPS is hereby authorized to make purchases without additional authorization from the Participant

(i) to meet Resource Sufficiency Obligation according to policies adopted by the Project Management Committee. Purchases to meet Resource Sufficiency Obligation shall be allocated to Participants during market settlements based on Participant's contribution to deficiency and

(ii) to meet Forecasted Deficiency, provided that (x) Participants may withdraw UAMPS' authorization to make purchases under this clause (ii) only upon such terms and conditions as shall be approved by the Project Management Committee and (y) UAMPS purchases will be based on the aggregate Forecasted Deficiency of all Participants who have not withdrawn their authorization. Purchases to meet Forecasted Deficiency shall be allocated to Participants at the time the purchase is made.

(d) Except for Limited Participants, each Participant shall be obligated to purchase through the Project all of its electric power and electric power requirements and associated Resource Sufficiency Obligations in excess of its purchased or owned resources. UAMPS may schedule or bid Participant contracted or consigned resources into an organized market and may purchase from the market to meet the load of Participants. Notwithstanding the foregoing, any Outside Resource shall not be scheduled, dispatched, or bid into any organized market by UAMPS unless and until such Resource is expressly declared available for such scheduling or bidding by the

Participant. In addition, UAMPS must relay and not deviate from the schedule provided by the Participant.

(e) Except for Limited Participants, each Participant must consign the output of all Outside Resources to UAMPS pursuant to a Pooling Appendix, a form of which is attached to this Agreement as Exhibit 3, which may be modified from time to time by the Project Management Committee. UAMPS shall act as scheduling agent for consigned Outside Resources. UAMPS shall not be obligated to pay for Outside Resources. Consignment of the output of Outside Resources shall not relieve the Participant of responsibility under any resource-related contracts. Absent approval by the Project Management Committee, a Participant may not consign more resources to UAMPS than is reasonably necessary to meet its forecasted load. With Project Management Committee Approval, UAMPS may impose a scheduling fee for consigned resources to participate in an organized market.

(f) A Limited Participant may recall Outside Resources previously consigned to UAMPS for its own needs upon reasonable notice to UAMPS, taking into account any market scheduling requirements, UAMPS' established schedule, commitments to other Participants, and the needs of the recalling Participant.

(g) UAMPS may offer excess Participant resources that are not Outside Resources for sale to other Participants or may bid such resources into an organized market without additional authorization from the Participant. UAMPS shall prioritize contracted resources for which it has made firm contractual commitments when making bilateral sales.

(h) UAMPS will allocate other charges and revenues incurred or received through participation in an organized market to Participants according to Cost Causation. Charges and revenues directly attributable to a specific Participant's actions, resources or deficiencies shall be allocated to that Participant. Charges and revenues not attributable to a specific Participant will be allocated among the Participants according to the Load Ratio Share, or such other reasonable method as determined by the Project Management Committee

(i) The Project Management Committee shall adopt policies and procedures to govern the allocation charges and revenues consistent with the foregoing principles.

(j) The Project Management Committee may, from time to time and in its discretion, establish one or more advisory committees to assist in the development, review, and recommendation of policies, procedures and related exhibits under this Agreement. Any such advisory committee shall consist of representatives designated by the chair of the Project Management Committee and approved by the Project Management Committee and shall include representatives representing different size and resource composition. The advisory committee shall work in coordination with UAMPS staff and may evaluate and make recommendations regarding, among other matters, forecasting methodologies, billing practices, scheduling procedures, data requirements, reporting formats, and proposed exhibits or amendments to exhibits addressing such matters. Advisory committees shall serve solely in an advisory capacity and shall have not authority to bind UAMPS or the Participants. Any policies, procedures, or exhibits developed by an advisory committee shall be recommended to the Project Management

Committee for consideration in accordance with this agreement. The Project Management Committee may define the scope and duration of any advisory committee and may dissolve such committee at any time.

(k) Nothing in this Agreement shall limit the Participant from contracting for, incurring debt to build or otherwise obtaining an ownership interest in resources for such Participant's own needs. Such additional resources, if any, shall not relieve the Participant of any prior obligations incurred by such Participant to UAMPS.

(l) Unless otherwise approved by UAMPS, the Participant shall use all of the power and energy it purchases under this Agreement to serve retail customers located in the established service area of its electric utility system and to meet its own requirements.

(m) UAMPS shall use Commercially Reasonable Efforts to provide each Participant with timely access to data necessary for operational decision-making to the extent such data is available. The Project Management Committee shall adopt policies specifying data formats, delivery methods, and reporting timelines.

Section 5. Participant Payment Obligations.

(a) Each Participant shall pay UAMPS for all electric power, electric energy, energy capacity, ancillary services, and other electricity-related products or services purchased, scheduled, or otherwise procured by UAMPS on behalf of such Participant to meet such Participant's Forecasted Deficiency or contribution to Resource Sufficiency Obligation deficiency as described in Section 4(c). Such payment obligation shall apply without regard to whether the Participant ultimately uses, resells, or requires such power or energy, and the Participant shall bear all market benefits and detriments associated with such purchases, including price differences, congestion losses, imbalance charge, and settlement adjustments.

(b) In addition to payments for power, energy, and transmission, each Participant shall pay its Entitlement Share of all administrative, general, overhead, and other costs and expenses of UAMPS related to the Project, including but not limited to professional services, software and systems, financing costs, credit support, market participation fees, and other expenses incurred by UAMPS that are not otherwise recovered through market settlements or specific Participant charges relating to market participation. To the extent that revenues received by UAMPS from market settlements, bilateral sales, or other sources are insufficient to fully recover the costs and expenses described in this Section 5, the unrecovered balance shall be billed to Participants in proportion to their respective Entitlement Shares, unless otherwise allocated pursuant to Cost Causation principles approved by the Project Management Committee.

(c) Participant acknowledges and agrees that it is necessary for UAMPS to recover all of the costs and expenses associated with the Project, including the repayment of amounts due under Credit Agreements, through billings to and payments by the Participants under this Agreement.

(d) Payments required to be paid by the Participant to UAMPS shall be due and payable to UAMPS at its principal office or by wire transfer to such account as UAMPS shall designate in

writing to the Participant, on the 10th day of the Month following the Month in which the billing statement was rendered (or if such day is not a business day, the next succeeding business day) or at such other time as may be established by UAMPS through its annual budgeting process. Upon approval of the Project Management Committee, UAMPS may modify the billing schedule, frequency, due date, or other payment terms. Any such modification shall be communicated in writing to Participants and shall thereafter be binding as if originally stated in this Agreement.

(e) If payment in full is not made by the Participant on or before the close of business on the due date, UAMPS shall impose a delayed payment charge on the unpaid amount due for each day overdue at a rate equal to the lesser of one percent per month, compounded monthly, or the maximum rate lawfully payable by the Participant; provided, however, that UAMPS, acting upon the direction of the Project Management Committee, may elect to waive such delayed payment charge (or portion thereof) but only to the extent that any such waiver will not adversely affect the ability of UAMPS to meet its payment obligations under any contract entered into pursuant to this Agreement.

(f) The obligation of the Participant to make the payments under this Agreement is a several obligation and not a joint obligation with those of any other Participant. The obligation of the Participant to make such payments shall constitute a cost of purchased electric power and electric energy. In all cases, the obligation of the Participant to make the payments required by this Section shall be payable as an operating expense and solely from the revenues and other legally available funds of its Electric System. In no event shall the Participant be obligated or required to levy or collect ad valorem property taxes or assessments to meet its payment obligations under this Agreement. Such payments shall be made whether or not any market structure, program, or arrangement is modified, suspended, or terminated, and notwithstanding any interruption, curtailment, or limitation of market access, transmission availability, or other services, for any reason whatsoever, in whole or in part. The obligations of the Participant to make such payments shall not be subject to any reduction, whether by offset, counterclaim, or otherwise, and shall not be conditioned upon the performance by UAMPS under this or any other agreement or instrument

(g) In the event of any dispute as to any portion of the billing statement for such Billing Period, the Participant shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to UAMPS not later than the 60th day after such billing statement was submitted. Such notice shall identify the disputed billing statement, state the amount in dispute and set forth a full statement of the grounds for such dispute. No adjustment shall be considered or made for disputed charges unless such notice is given by the Participant. UAMPS shall give consideration to and shall consult with the Project Management Committee with respect to such dispute and shall advise the Participant with regard to its position relative thereto within sixty (60) days following receipt of such written notice. Upon final determination (whether by agreement or determination by the Project Management Committee) of the correct amount, any difference between such correct amount and such full amount shall be accounted for in the billing statement next submitted to the Participant after such determination.

Section 6. Rate Covenant. Each Participant covenants and agrees to establish, maintain, and collect rates, fees, and charges for electric service furnished through its Electric System that are sufficient together with other legally available funds of its Electric System to (1) pay all amounts payable by the Participant to UAMPS under this Agreement, including costs associated with power, energy, capacity, transmission, ancillary services, market settlements, administrative fees, and all other charges allocated pursuant to this Agreement; (2) pay all operation and maintenance expenses of the Participant's Electric System; (3) provide for the payment of principal and interest on any bonds or other indebtedness payable from the revenues of the Participant's Electric System, as and when the same become due and payable; and (4) establish reasonable reserves and margins, consistent with prudent utility practice, to ensure continued financial stability of the Participant's Electric System and compliance with any financial covenants imposed by bond resolutions, ordinances, or other financing agreements. Each Participant shall enforce the collection of such rates, fees, and charges and shall not furnish free electric service to any person, firm, or corporation, except as permitted under applicable law.

Section 7. Audit Rights.

(a) UAMPS shall conduct, or cause to be conducted, an annual review of market operations and settlement activity associated with the Project, settlements received from organized markets and related charge and revenue allocations to Participants. Such review shall be performed for the purpose of verifying the accuracy and consistency of settlement processing and allocation methodologies and evaluating operational decision making in the market for the purposes of improving future market operations. UAMPS shall report the results of such review to the Project Management Committee, including a summary of findings, any identified material discrepancies, and any corrective actions taken or proposed. The Project Management Committee may provide direction regarding follow-up actions or process improvements based on such report. Nothing in this Section shall be construed to expand or limit any audit rights of a Participant under this Agreement, nor to require UAMPS to engage an independent auditor unless otherwise directed by the Project Management Committee.

(b) At its cost, the Participant may, upon the giving of not less than 60 days' prior written notice to UAMPS, but not more often than once during any two-year period, inspect and audit the books and records of UAMPS for the purpose of verifying the amounts payable by the Participant under this Agreement within the three-year period preceding the commencement of the audit. UAMPS agrees to make available to the Participant, to the extent Commercially Reasonable, all relevant records and all requested information relating to the subject matter of any such audit, subject in all cases to any confidentiality restrictions applicable to third-party information or contracts; provided that UAMPS shall make Commercially Reasonable Efforts to obtain a waiver of such restrictions for purposes of the audit and the Participant shall execute such non-disclosure agreements as may be reasonably requested by UAMPS. Any audit shall be conducted during normal business hours, and the Participant will use Commercially Reasonable Efforts to complete any audit within one month, subject to the availability of relevant records and information and the absence of material accounting irregularities

(c) If any audit discloses that an overpayment or underpayment has been made during the three-year period described above, the amount of the overpayment or underpayment will be

promptly paid by the appropriate party, together with interest calculated at an annual rate equal to the Secured Overnight Funding Rate (SOFR) reported on the website of the Federal Reserve Bank of New York, or reported by any successor to the Federal Reserve Bank of New York as administrator of SOFR, plus 100 basis points, compounded daily and on the basis of a 360-day year, from the date or dates of any such overpayment or underpayment through and including the date of the payment correcting the overpayment or underpayment. Any payment made by UAMPS pursuant to this Section shall constitute a cost of electric power and electric energy.

Section 8. Representations and Warranties.

- (a) The Participant represents and warrants to UAMPS as follows:
- (i) the Participant is a political subdivision, duly created and validly existing under the laws of the State of Utah, and has all corporate power and authority necessary to enter into and perform its obligations under this Agreement;
 - (ii) the Participant has all corporate power and authority necessary to enter into and perform its obligations under this Agreement;
 - (iii) this Agreement has been duly authorized, executed and delivered by the Participant and constitutes its legal, valid and binding obligation enforceable in accordance with its terms;
 - (iv) the execution, delivery and performance by the Participant of this Agreement does not and will not (A) conflict with any constitutional, statutory or regulatory provision, judgment, decree or order applicable to the Participant and (B) constitute a breach of or a default under any bond ordinance, resolution or indenture or any contract or agreement to which the Participant is a party or to which any of the property, assets or revenues of its Electric System is subject;
 - (v) all Required Approvals have been obtained; and
 - (vi) to the Participant's knowledge, there is no pending or threatened action or proceeding affecting the Participant which purports to affect the authorization, legality, validity or enforceability of this Agreement or the Joint Action Agreement.
- (b) UAMPS represents and warrants to the Participant as follows:
- (i) UAMPS is a political subdivision of the State of Utah and an energy services interlocal entity, duly created and validly existing under the Act and the Joint Action Agreement;
 - (ii) UAMPS has all corporate power and authority necessary to enter into and perform its obligations under this Agreement;

(iii) This Agreement has been duly approved by the Project Management Committee and the Board and has been duly authorized, executed and delivered by UAMPS and constitutes its legal, valid and binding obligation enforceable in accordance with its terms;

(iv) the execution, delivery and performance by UAMPS of this Agreement does not and will not (A) conflict with any constitutional, statutory or regulatory provision, judgment, decree or order applicable to UAMPS and (B) constitute a breach of or a default under any bond ordinance, resolution or indenture or any contract or agreement to which UAMPS is a party or to which any of its property, assets or revenues is subject; and

(v) to UAMPS' knowledge, there is no pending or threatened action or proceeding affecting UAMPS which purports to affect the authorization, legality, validity or enforceability of this Agreement or the Joint Action Agreement.

Section 9. Indemnification and Liability

(a) UAMPS and the Participant shall defend and hold each other harmless from any and all claims, liability, and expense, including attorneys' fees, litigation expenses, and any judgment arising out of any bodily injury, death, or damage to property (other than bodily injury, death, or damage to property proximately caused by the other party or its servants or employees), occurring on their respective properties, including such injury, death, or damage as may be suffered by UAMPS or the Participant or by third parties, except that UAMPS and the Participant shall each be responsible for all claims of its respective employees, agents, and servants under workmen's compensation laws or any similar statutes. In no event shall either UAMPS or the Participant be liable to each other for any indirect, special, incidental, or consequential damages with respect to any claim arising out of this Agreement whether based on contract, tort, strict liability, or otherwise.

(b) The Participant acknowledges that (i) effective performance by UAMPS of its obligations under this Contract will require exercise of business judgment by UAMPS officers, directors, managers, personnel, and consultants on the basis of information available to them, and (ii) while UAMPS' aim will be to enhance value and reduce risk to the Participants, it is not reasonable to expect that value will be ideally maximized or that risk will be fully eliminated. In no event shall a claim of breach or event of default by UAMPS be based on the dissatisfaction of one or more of the Participants with transactions managed or entered into by UAMPS pursuant to this Contract, or with the nature or level of savings, costs, or risks associated therewith, absent a showing of gross negligence or willful misconduct by UAMPS. The sole remedy available to the Participant or another Participant that is dissatisfied with UAMPS' ability to achieve UAMPS' goals is to terminate this Contract in accordance with the Agreement; provided that upon a showing of gross negligence or willful misconduct by UAMPS the Participant may terminate this Agreement upon written notice to UAMPS, notwithstanding the five-year notice period otherwise applicable under Section 2, which notice will not become effective until the date on which the Participant has terminated its participation in all UAMPS projects and completed all associated obligations, and

shall not relieve the Participant or UAMPS of any obligation incurred prior to the effective date of termination.

(c) No member of the Board or the Project Management Committee, no officer or employee of UAMPS, no member of the governing body of the Participant nor any officer or employee of the Participant shall be individually or personally liable for any amount payable under this Power Supply Contract or be subject to any personal liability or accountability by reason of the execution and performance of this Power Supply Contract; *provided, however*, that this Section shall not be construed to relieve any officer or employee of UAMPS or the Participant from the performance of any official duty imposed by law or this Agreement.

Section 10. Uncontrollable Force. Neither UAMPS nor the Participant shall be considered to be in default in respect to any obligation hereunder (other than the obligation of the Participant to pay obligations under Section 5) if prevented from fulfilling such obligations by reason of an Uncontrollable Force. The party claiming an Uncontrollable Force shall give notice and reasonable details of any potential or actual Uncontrollable Force to the other party as soon as is reasonably practicable, shall provide regularly updated information as to the anticipated occurrence or duration of the Uncontrollable Force, and shall provide prompt notice when it is able to resume performance of those obligations that were affected as a result of the Uncontrollable Force. Either party rendered unable to fulfill any obligation by reason of an Uncontrollable Force shall exercise due diligence to remove such inability with all reasonable dispatch.

Section 11. Default; Dispute Resolution

(a) In the event of a failure of the Participant to observe, keep and perform any of the covenants, agreements or obligations on its part contained in the Agreement, UAMPS may, in addition to its other rights hereunder, bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Agreement against the Participant.

(b) In the event of any default by UAMPS under any covenant, agreement or obligation of this Agreement, the Participant's sole remedy for such default shall be limited to mandamus, injunction, action for specific performance or any other available equitable remedy as may be necessary or appropriate and in no event shall the Participant withhold or offset any payment owed to UAMPS hereunder.

(c) Prior to and as a condition to the filing of any action with respect to this Agreement under paragraph (a) above, the Participant shall first submit the dispute or matter in question to the Project Management Committee for mediation by giving notice in writing to UAMPS and the Chair of the Project Management Committee describing the dispute or matter and the issue or issues to be resolved. The Participant agrees to participate fully and in good faith in all mediation proceedings of the Project Management Committee. In the event that the Project Management Committee is unable to resolve or mediate such dispute or matter within 120 days

after UAMPS has received written notice of the dispute, the Participant shall have the right to initiate such proceedings as it may deem necessary.

(d) No member of the governing body, nor any officer or employee of UAMPS or the Participant shall be individually or personally liable for any payment under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement; *provided, however*, that this Section shall not relieve any officer or employee of UAMPS or the Participant from the performance of any official duty imposed by law or this Agreement.

Section 12. Notices.

(a) All notices, demands or other communications made pursuant to this Contract (each, a "Notice") may be sent by electronic mail, other mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivery. Notice shall be deemed given when received by the addressee, unless received on a day that is not a business day or received after 5:00 p.m. (receiving party's local time) on a business day, in which case Notice shall be deemed to have been received on the next following business day. In the absence of proof of the actual receipt date, the following presumptions will apply: (i) Notice sent by electronic mail shall be deemed to have been received upon the sending party's receipt of electronic confirmation of successful transmission; (ii) Notice sent by overnight mail or courier shall be deemed to have been received on the next business day after it was sent or such earlier time as is confirmed by the receiving party; and (iii) Notice sent by first class mail shall be deemed to have been received five business days after mailing.

(b) All Notices shall be sent by UAMPS to the business address or e-mail address of the Participant's Representative. All Notices shall be sent by the Participant to the business address or designated e-mail address of UAMPS. Either party may change its Notice address(es) by Notice to the other party.

Section 13. Miscellaneous.

(a) **Assignment.** This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Agreement; provided, however, that neither this Agreement nor any interest herein shall be transferred or assigned by either party without the prior written consent of the other party.

(b) **Severability.** If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

(c) **No Merger.** This Agreement constitutes the entire and complete agreement of UAMPS and the Participant in respect of the Project and shall not be nor shall it be deemed to be modified, amended or superseded by any other agreement or contract between UAMPS and the Participant in respect of any other project or subject.

(d) No Waiver. No failure or delay by UAMPS or the Participant in exercising any right, remedy, or power under this Agreement shall operate as a waiver of such right, remedy, or power. No single or partial exercise of any right, remedy, or power shall preclude any other or further exercise thereof or the exercise of any other right, remedy, or power. Any waiver of a provision of this Agreement shall be effective only if made in writing and signed by the party against whom the waiver is asserted, and no such waiver shall be deemed a continuing waiver unless expressly stated.

(e) Relationship between the Parties. This Contract is not intended to create, nor shall it be deemed to create, any relationship between UAMPS and the Participant other than that of independent parties contracting with one another for the purpose of effectuating the provisions of this Contract.

(f) Survival. The termination of this Contract shall not discharge either party thereto from any obligation it owes to the other party under this Contract by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Contract or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Contract) shall survive the termination of this Contract. Cancellation, expiration, or termination of this Contract shall not relieve the parties of obligations that expressly survive or by their nature should survive such cancellation, expiration, or termination.

(g) No Third-Party Beneficiary. This Contract is intended solely for the benefit of the parties hereto. Except as necessary to enter into a Credit Agreement, subject to approval by the Project Management Committee, nothing in this Contract shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Contract.

(h) Governing Law. This Agreement is made under and shall be governed by the law of the State of Utah; provided however, that if the Participant is organized or created pursuant to the laws of another state, then the authority of the Participant to execute and perform its obligations under this Agreement shall be determined under the laws of such state. All judicial proceedings brought against either party arising out of or relating hereto shall be brought exclusively in the courts of the State of Utah or of the United States of America for the District of Utah. By executing and delivering the Agreement, each party irrevocably accepts generally and unconditionally the nonexclusive jurisdiction and venue of such courts, waives any defense of *forum non conveniens*; agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to the party; and agrees that service as provided above is sufficient to confer personal jurisdiction over the party in any such proceeding in any such court, and otherwise constitutes effective and binding service in every respect.

(i) Entire Agreement. This Contract supersedes all previous representations, understandings, negotiations, and agreements, either written or oral, between the parties or their representatives

with respect to the subject matter hereof and constitutes the entire agreement of the parties with respect to the subject matter hereof.

(j) Counterparts. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

Dated this _____ day of _____, 2026.

SANTA CLARA CITY

UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS

Mayor

Chairman

ATTEST

ATTEST

City Recorder

Secretary

**EXHIBIT 1
FORM OF ANNUAL PURCHASE PLAN**

Plan Information

Fiscal Year	
PMC Approval Date	
Effective Period	

Planning Overview

Aggregate Forecasted Deficiency (MWh)	
Peak Forecasted Deficiency (MW)	
Planning Assumptions / Notes	

Forecasted Deficiency Purchase Targets

Procurement Horizon	Target Coverage
12 months → 1 month ahead	Up to 80%
1 month → 2 days ahead	Up to 100%
Day Ahead / Real-Time	As needed

Planned Purchase Volumes

Month	Forecasted Deficiency	Purchased to Date	Remaining Uncovered
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			
Jan			
Feb			
Mar			

Resource Sufficiency Evaluation (RSE)

Standard Approach	100% procured Day Ahead
Exceptions / Notes	

Flexible Resource Strategies (if applicable)

Tolling Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No
Dispatchable Resource	<input type="checkbox"/> Yes <input type="checkbox"/> No
Firm Market Purchase	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other	

Fine-tuned Load-following Purchases

Specific plans for shaping to be added here.

Attribution Statement

Forecasted Deficiency purchases are attributed to Participants at the time of purchase based on forecasted need. RSE purchases are made at the UAMPS level and allocated after-the-fact to Participants with RSE need.

Approval

PMC Chair	
Date	

**EXHIBIT 2
FORM OF MEMBER LOAD & RESOURCE FORECAST**

Forecast Information

Participant	
Fiscal Year	
Forecast Version	<input type="checkbox"/> Draft <input type="checkbox"/> Final
Date Prepared	

Summary Forecast

Gross Load (MWh)	
Gross Load (MW – Peak)	
Total Resources Capacity (MW)	
Total Resources (MWh)	
Forecasted Deficiency / (Surplus)	

Monthly Energy Summary

Month	Gross Load (MWh)	Resources (MWh)	Deficiency / (Surplus)
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			
Jan			
Feb			
Mar			

Monthly Peak Summary

Month	Gross Peak Load (MW)	Resources (MW)	Deficiency / (Surplus)
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

Jan			
Feb			
Mar			

Resource Detail

Resource Name	Type	Capacity (MW)	Energy (MWh)	Notes

Forecast Assumptions & Notes

Member Review & Confirmation

Approval Status	<input type="checkbox"/> Approved <input type="checkbox"/> Approved with corrections
Member Representative	
Date	

EXHIBIT 3
CONSIGNED RESOURCE [Non-UAMPS RESOURCE]

WHEREAS, [*Participant*] (the “Member”) is a participant of the UAMPS Pool Project;

WHEREAS, in order for the Member to schedule its [*Non-UAMPS Resource*] as part of their resource portfolio, it is necessary for the Member to enter into this Pooling Appendix to provide for responsibilities and authorities of each party and document the procedures to be used, and;

WHEREAS, Member desires that UAMPS act as its scheduling agent for scheduling services (“Scheduling Agent”) for its [*Non-UAMPS Resource*].

NOW, THEREFORE, the Member and UAMPS agree to the following.

SECTION 1. TERM

The term of this Pooling Appendix will begin May 1, 2026 and extends through the earlier of 1) the termination of the Amended and Restated Power Pooling Agreement; or 2) termination at the option of either Party upon the later of 30 days or the end of the scheduling month with written notice to the other Party or as provided for in Section 2 of the Amended and Restated Pooling Agreement and alternative procedures acceptable to UAMPS are in place.

SECTION 2. PURPOSE

This Pooling Appendix specifies the procedures for scheduling [*Non-UAMPS Resource*] as part of its resource portfolio due to the implementation of Extended Day-Ahead Market protocols (“EDAM Protocols”) administered by PacifiCorp in conjunction with the California Independent System Operator (“CAISO”). Member agrees that their scheduling of [*Non-UAMPS Resource*] is subject to the terms and conditions of this Pooling Appendix which may be amended from time to time by the agreement of the parties.

SECTION 3. MEMBER OBLIGATIONS, AUTHORITIES AND LIABILITIES

The Member shall provide preschedules to UAMPS according to the timeline specified in Attachment A hereto. Attachment A may be amended by UAMPS upon written notice to the Member. All scheduling of the [*Non-UAMPS Resource*] by the Member will be submitted through the UAMPS web scheduling interface. Except in instances where the web interface is not available, submittal of schedules by phone, email or other means of communication will not be acceptable.

For the purposes of UAMPS power billing, [*Non-UAMPS Resource*] will be deemed to [*information will be entered here on whether or not the Non-UAMPS Resource is in the CAISO*]

Full Network Model and whether or not the Non-UAMPS Resource incurs transmission costs] and the UAMPS pool will continue to be used to balance the Member's load pursuant to EDAM Protocols or policies established by the Pool Project's Project Management Committee. Differences, if any, between scheduled output that the Member has entered into UAMPS' billing database and the output measured by [*Non-UAMPS Resource*] meter(s) will be invoiced as imbalance energy.

SECTION 4. UAMPS OBLIGATIONS, AUTHORITIES AND LIABILITIES

UAMPS shall use the [*Non-UAMPS Resource*] schedules submitted from the Member according to the timeline specified in Attachment A in integrating and scheduling the Member's resources scheduled and billed by UAMPS to serve the Member's loads.

UAMPS will bid and schedule the Member's [*Non-UAMPS Resource*] in accordance with the Member's specific instructions.

SECTION 5. SCHEDULING AGENT SERVICE CHARGE

The Member will be charged a scheduling fee, transmission fee, and any other fee as adopted by the UAMPS Board of Directors from time to time.

Member also agrees to pay any other costs, if any, and any applicable administrative overheads as approved by the UAMPS Board of Directors that UAMPS may incur in the performance of this Pooling Appendix.

DATED this _____ day of _____, 2026.

[PARTICIPANT]

UAMPS

Attachment A

Duration for 1 Month and Longer (Term) Schedules:

The Member must notify UAMPS by the 19th of the prior month.

Day-Ahead Schedules:

The Member must notify UAMPS by 6:00 AM, 7 business days prior to the trade date. To the extent allowed under WECC and Balancing Authority criteria, UAMPS will accept changes to the 7 day schedule made by 6:00 a.m. [2] business days prior to the trade date.

Notification parties for Term, Balance of the Month, and Day Ahead transactions:

Pre-Scheduler prescheduling@uamps.com 801-568-0497

Kelton Andersen kelton@uamps.com 801-214-6406

Notification parties for unplanned outages or emergency situations:

Shift Scheduler sched@uamps.com 801-568-0496
801-568-0596

To report scheduling problems:

Jordan Garcia jordan@uamps.com 385-377-2567

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE AMENDED AND RESTATED POWER POOLING AGREEMENT WITH THE UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS FOR THE POOL PROJECT; AUTHORIZING EXECUTION AND DELIVERY THEREOF; AND RELATED MATTERS.

***** ***** *****

WHEREAS, Santa Clara City (the “*Member*”) is a member of Utah Associated Municipal Power Systems (“*UAMPS*”) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action, as amended (the “*Joint Action Agreement*”);

WHEREAS, one of the purposes of UAMPS under the Joint Action Agreement is assisting its members in providing reliable, competitive, supplies of electric power and energy and related services through joint and cooperative action;

WHEREAS, UAMPS has developed and administers a power pooling project, known as the “Pool Project,” pursuant to which UAMPS procures, schedules, dispatches, and sells electric power and electric energy, including participation in organized wholesale electric markets for the collective benefit of participating members;

WHEREAS, the Member is currently a party to a prior power pooling agreement with UAMPS governing its participation in the Pool Project;

WHEREAS, UAMPS has presented to the Member an Amended and Restated Power Pooling Agreement (the “*Amended Pooling Agreement*”), which amends and restates the Prior Pooling Agreement in its entirety and updates the terms and conditions governing participation in the Pool Project, including provisions relating to market participation, allocation of costs and revenues, governance through a project management committee, payment obligations, and related matters;

WHEREAS, the governing board of the Member (“*Governing Body*”) has reviewed, or caused to be reviewed on its behalf, the Amended Pooling Agreement and related materials provided by UAMPS, has had the opportunity to ask questions and receive additional information, and has determined that entering into the Amended Pooling Agreement is in the best interests of the Member and the efficient, reliable, and economical operation of its electric system; and

WHEREAS, the Member now desires to authorize and approve the Amended Pooling Agreement and its execution and delivery by the Member;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of Santa Clara City, as follows:

Section 1. Approval of the Amended Pooling Agreement. The Amended and Restated Power Pooling Agreement, in substantially the form presented to the Governing Body and attached hereto as EXHIBIT A, is hereby authorized and approved. The Mayor is hereby authorized, empowered, and directed to execute and deliver the Amended Pooling Agreement on behalf of the Member, and the City Recorder is hereby authorized to attest and countersign such execution and affix the corporate seal of the Member, with such changes therein as shall be approved by the Mayor, such approval to be conclusively evidenced by execution thereof.

Section 2. Participant's Representative. (a) The appointment of Gary Hall as the Participant's Representative to UAMPS and of Brock Jacobsen as alternate Representative is hereby confirmed.

(b) Such Representative (or, in his or her absence, such alternate(s)) is hereby delegated full authority to (i) approve any appendix to the Amended Pooling Agreement between UAMPS and the Participant that may be necessary or desirable in connection with the Amended Pooling Agreement, and (ii) act on all matters that may come before the Project Management Committee established by the Amended Pooling Agreement, and shall be responsible for reporting regularly to the Governing Body regarding the activities of the Project Management Committee

Section 3. Further Authority. The Mayor, City Recorder and other appropriate officers and employees of the Member are hereby authorized and directed to execute and deliver such certificates and additional undertakings of the Member as shall be necessary in connection with financing related to the Amended Pooling Agreement. Legal counsel for the Member is hereby authorized to provide an approving opinion with respect to the authorization, execution and enforceability of the Amended Pooling Agreement.

Section 4. Miscellaneous; Effective Date. (a) This resolution shall be and remain irrevocable until the expiration or termination of the Amended Pooling Agreement in accordance with its terms.

(b) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(c) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(d) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this ___ day of _____, 2026.

SANTA CLARA CITY

By _____
Mayor

ATTEST:

City Recorder

[SEAL]

EXHIBIT A

[AMENDED POOLING AGREEMENT]

CERTIFICATE OF PARTICIPANT

The undersigned hereby certify that they are the Mayor and City Recorder of Santa Clara City, Utah (the “*Participant*”), a member of Utah Associated Municipal Power Systems (“*UAMPS*”), and that as such they are authorized to execute this Certificate on behalf of the Participant and hereby certify as follows:

1. This Certificate is delivered in connection with the execution and delivery of the Amended and Restated Power Pooling Agreement, dated as of May 1, 2026 (the “*Agreement*”), between the Participant and UAMPS. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Agreement.

2. The Participant is a political subdivision of the State of Utah (the “*State*”) and is governed by a City Council (the “*Governing Body*”).

3. Attached hereto as *Exhibit A* is a true, complete and correct copy of a resolution authorizing the execution and delivery of the Agreement and (the “*Contract Resolution*”). The Contract Resolution was duly adopted by a majority of the Governing Body present and voting at a public meeting of the Governing Body at which a quorum was present and acted throughout.

4. The meeting of the Governing Body at which the Contract Resolution was adopted was duly called, noticed and held in conformity with applicable laws of the State and procedural rules of the Governing Body. The Contract Resolution is in full force and effect and has not been amended, modified, repealed or supplemented.

5. The names of the Mayor and the City Recorder authorized to execute and deliver the Agreement on behalf of the Participant are as follows:

NAME	OFFICE
Jarett Waite	Mayor
Selena Nez	City Recorder

6. (a) No petition was filed with the Participant or any of its officers seeking to refer the Contract Resolution to the electors of the Participant in accordance with the provisions of State law; and (b) no litigation has been instituted, is pending or has been threatened to require a referendum election on the Contract Resolution.

7. The Participant owns and operates an electric utility system (the “*System*”) that distributes and furnishes electric energy to consumers located within the established service area of the System. Under the Agreement, the Participant agrees to use all of the electric energy from its Entitlement Share to serve retail customers located in the established service area of the System and to meet its own requirements.

8. The Participant has previously executed the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, and all amendments thereof and supplements thereto (the “*Joint Action Agreement*”) and that certain Power Pooling Agreement (the “*Pooling Agreement*”) between the Participant and UAMPS relating to the power pool administered by UAMPS. The Joint Action Agreement and the Pooling Agreement are each in full force and effect and constitute the legal, valid and binding agreements of the Participant.

9. The representations and warranties of the Participant in Section 8 of the Agreement are true and correct on and as of the date of this certificate.

Dated: _____, 2026.

SANTA CLARA CITY, UTAH

By _____
Mayor

By _____
City Recorder

[SEAL]

[ATTACH CONTRACT RESOLUTION]

V. LOWRY SNOW
CURTIS M. JENSEN
LEWIS P. REECE
J. GREGORY HARDMAN
MATTHEW J. ENCE*
CAMERON M. MORBY*
JONATHAN P. WENTZ
JEFF R. MILES
KATHRYN LUSTY
DEVON J. HERRMANN
SEAN J. ROMNEY
TREVOR EVERETT[±]
J. TYLER KING*
JOHN GODWIN[§]
BRIAN G. SHEIDE[†]
ZACHARY A. BURGOYNE

*Licensed in Utah and Nevada
§Licensed in Utah and Georgia
±Licensed in Utah, Nevada, Montana, and Wyoming
†Licensed in Utah and Arizona

912 WEST 1600 SOUTH, SUITE B-200
ST. GEORGE, UTAH 84770

TELEPHONE (435) 628-3688
FACSIMILE (435) 628-3275
E-MAIL: sjlaw@snowjensen.com
WEBSITE: www.snowjensen.com

OFFICES IN ST. GEORGE, CEDAR CITY AND KANAB

March 25, 2026

Utah Associated Municipal Power Systems
155 North 400 West, Suite 480
Salt Lake City, UT 84103

Re: UAMPS Amended and Restated Power Pooling Agreement
Opinion of Santa Clara City Attorney

Ladies and Gentlemen:

I have acted as counsel to Santa Clara City, Utah (the "*Participant*") in connection with the Amended and Restated Power Pooling Agreement, dated as of May 1, 2026 (the "*Agreement*"), between the Participant and Utah Associated Municipal Power Systems ("*UAMPS*").

In connection with the opinions set forth herein, I have examined (i) the resolution adopted by the Participant's governing body authorizing the execution and delivery of the Agreement, (ii) an executed counterpart of the Agreement, and (iii) such other documents, information, facts and matters of law as are necessary for me to render the opinions contained herein.

Based upon the foregoing, I am of the opinion that:

1. The Participant has full legal right, power and authority to enter into the Agreement and to perform its obligations thereunder.
2. The Agreement has been duly authorized, executed and delivered by the Participant and constitutes its legal, valid and binding obligation and is enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally or usual equity principles in the event equitable remedies should be sought.

3. There is no pending or, to my knowledge, threatened, action or proceeding affecting the Participant (nor to my knowledge is there any basis therefor), which purports to affect the authorization, legality, validity or enforceability of the Agreement.

4. The execution, delivery and performance by the Participant of the Agreement will not conflict with or constitute a breach of or default under any agreement, indenture, bond, note, resolution or other instrument to which the Participant or any applicable law, ruling, regulation, ordinance, judgment, order or decree to which the Participant (or any of its officers in their respective capacities as such) or its properties is subject.

Very truly yours,

SNOW JENSEN & REECE



Matthew J. Ence

cc: Gary Hall, Santa Clara City Power

Mayor

Jarett Waite

City Manager

Brock Jacobsen



City Council

Christa Hinton
David Pond
Janene Burton
Mark Hendrickson
Justin Caplin

CITY COUNCIL

Meeting Date: March 25, 2026

Agenda Item: 5

Applicant: Lonnie Gubler

Requested by: Jim McNulty

Subject: Sidewalk Waiver Request and Asphalt Width Reduction Request

Description:

Lonnie Gubler is requesting a sidewalk waiver and an asphalt width reduction for the proposed Cottonwood Creek Phase 4B Subdivision. The Planning Commission reviewed and approved the Preliminary Subdivision Plat on February 26, 2026.

Recommendation: N/A

Attachments: N/A

Cost: N/A

Legal Approval: N/A

Finance Approval: N/A

Budget Approval: N/A



TO: Santa Clara City Council
FROM: Jim McNulty, Planning Director
DATE: March 25, 2026
RE: Sidewalk Waiver Request and Asphalt Width Reduction Request

On February 26, 2026, the Planning Commission reviewed and approved the Preliminary Plat for the Cottonwood Creek Phase 4B Subdivision (attached). City staff have also included a copy of the Planning Commission minutes from this meeting. The applicant, Lonnie Gubler, has requested a sidewalk waiver and an asphalt width reduction for the proposed subdivision (letters attached). A request for a waiver(s) must be approved or denied by the City Council.

City Code Requirements:

Chapter 16.24.060(W) of city code states that curb, gutter, and sidewalk are required in all subdivisions and designated streets project areas, in accordance with the City's Design and Construction Standards. Section 3.2.4.6 of the City Construction Design Standards states that sidewalks are required in all residential and commercial developments.

Chapter 16.24.060(P)(4) of city code states that thirty feet (30') of paved roadway is the minimum required for a planned development area, infill subdivision, or designated streets project area. Section 3.2.3.3 of the City Construction Design Standards states that all streets, public or private, shall be surfaced to grade, with asphalt or concrete pavement, to the required minimum width and thickness specifications.

Recommendation:

The applicant has requested that a sidewalk waiver to one side of the street (Riverwood Lane) be approved by the City Council. The applicant has also requested that an asphalt width reduction from thirty feet (30') to twenty-eight feet (28') of asphalt for Riverwood Lane be approved by the City Council. City staff recommends that the City Council review the submitted information prior to the meeting. Additionally, the applicant and his engineer will likely want to discuss the matter with the Council.

February 11, 2026

Jim McNulty
City Planner
Santa Clara City
2603 Santa Clara Drive
Santa Clara, UT 84765

Subject: Sidewalk Waiver Request, Cottonwood Creek Subdivision Phase 4B

Dear Jim,

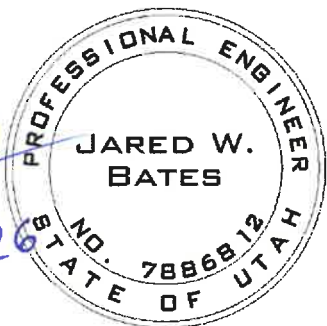
On behalf of Lonnie Gubler, Rosenberg Associates has prepared this letter to request a sidewalk waiver for the east side of Riverwood Lane as part of the Cottonwood Creek Subdivision Phase 4 street improvements. No lots front this side of the street. The street only accesses Lonnie's private drive to his personal residence and farm to the south. There is currently a 6 foot high privacy wall bordering the adjacent property to the east. Although there is adequate area to install the sidewalk, it would require removal of the existing tree lined landscaped strip which he maintains using the canal company water shares. There is sidewalk proposed on the west side of the street to provide pedestrian access along the new lots.

Mr. Gubler respectfully requests the City Council waive the sidewalk requirement on the east side of the street as required by the City Construction Standards, Section 3.2.4.6 and Section 16.24.060(W), regarding sidewalk improvements. In the event additional residential development occurs south of this street on the Gubler property in the future, the sidewalk can be constructed at that time as part of the future development and at the developer's expense.

Thank you for your consideration.

Respectfully,

JWB
2/11/26



Jared Bates, P.E.
Principal Engineer
Rosenberg Associates

March 16, 2026

Jim McNulty
City Planner
Santa Clara City
2603 Santa Clara Drive
Santa Clara, UT 84765

Subject: Asphalt Reduction Request, Cottonwood Creek Subdivision Phase 4B

Dear Jim,

On behalf of Lonnie Gubler, Rosenberg Associates has prepared this letter to request a reduction in asphalt width from 30 ft to 28 ft along Riverwood Lane, south of Riverwood Circle.

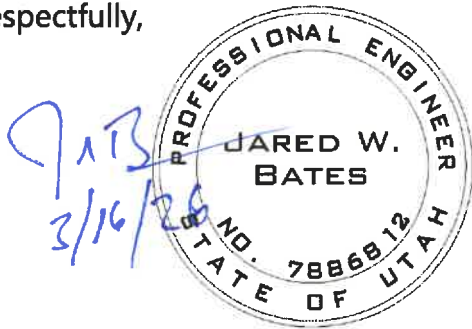
An extension of Riverwood Lane south of Riverwood Circle would only provide access to property owned by Lonnie Gubler. Any future development or extension of Riverwood Lane is limited by the proximity of the Santa Clara River, which would allow development to reasonably extend a maximum of 350 ft southwest of Phase 4B. Due to these geographic limitations and current zoning conditions (Residential Agriculture - 0.5 acre min lot size), a maximum of 4 additional lots could reasonably be built in the remainder of Parcel #SC-17-C-1.

Due to the very small number of lots (4) that could be constructed southwest of Cottonwood Creek Phase 4B, it is assumed that a 28' wide asphalt street would provide adequate access for fire-protection and residential use. Although an extension of the Bonelli Trail right of way has been master planned to tie into Riverwood Lane, the actual construction of this road does not seem feasible in the foreseeable future due to the lack of willing participation by affected property owners.

Mr. Gubler respectfully requests the City Council modify the required pavement width for Riverwood Lane as required by the City Construction Standards, Section 3.2.2 Roadway Network Design Network, 3.2.3.3 Pavement, and Section 16.24.060(P)(4) regarding pavement widths. In the event additional residential development occurs south of this street on the Gubler property in the future, modifications to asphalt widths and other improvements impacted by this modification can be constructed at that time as part of the future development and at the developer's expense.

Thank you for your consideration.

Respectfully,



Jared Bates, P.E.
Principal Engineer
Rosenberg Associates

**SANTA CLARA CITY PLANNING COMMISSION
MEETING MINUTES
2603 Santa Clara Drive
Thursday, February 26, 2026**

Present: Logan Blake, Chair
Shelly Harris
Kristen Walton
Josh Westbrook
Joby Venuti
Tyler Gubler
David Clark (via Zoom)

Staff: Jim Mr. McNulty, Planning and Economic Development Director
Cody Mitchell, Building Official
Debbie Andrews, Administrative Assistant

1. Call to Order

Chair Logan Blake called the Santa Clara City Planning Commission meeting to order on February 26, 2026, at 5:30 PM.

2. Opening Ceremony

A. Pledge of Allegiance: Commissioner Gubler

3. Conflicts and Disclosures

No conflicts or disclosures were reported by any Commissioners.

4. Working Agenda

A. Public Hearing

- 1. Under the State Annexation Statute, UCA 10-2-803, which was amended by the Utah Legislature in 2025, Santa Clara City intends to adopt an Annexation Policy Plan. The Annexation Policy Plan is intended to comply with the provisions of UCA 10-2-803 and incorporate all criteria required. This opportunity will allow affected entities to examine the proposed Annexation Policy Plan and provide input on it.**

Jim McNulty, Planning and Economic Development Director, presented the Annexation Policy Plan update, explaining that this was the required public hearing following the public meeting held a month prior. The City had previously adopted an Annexation Policy Plan in March 2024, but during the recent General Plan update process, staff determined that additional lands south of the current City boundaries in the Gap Canyon area should be included in the Annexation Policy Plan.

Mr. McNulty detailed the statutory requirements under Utah Code 10-2-803, noting that affected entities had been notified and given opportunities to provide input. The city had received comments from two affected entities: Ivins City and Saint George City. Sharon Allen from Ivins City attended the previous meeting and stated that if the Hafen property develops as commercial, it should remain in Ivins' boundaries, but if Santa Clara intends recreational development, Ivins has no objection to annexation. Ivins also requested consideration of dark sky lighting requirements for any development near their boundary.

St. George City, through Community Development Director Carol Winner, acknowledged receipt of the notice and indicated they have no objections to the proposed plan. They noted there is some overlap between the cities' annexation policy areas but are comfortable allowing property owners to determine which municipality to pursue for annexation. Commissioner Blake opened the public hearing. With no public comment, the hearing was closed and the Planning Commission moved to discussion. Commissioner Blake noted they had previously discussed this matter extensively.

B. Public Meeting

1. **See General Business Items.**

5. General Business

A. Recommendation to City Council

1. **Recommendation to the City Council under the State Annexation Statute, UCA 10-2-803, which was amended by the Utah Legislature in 2025, Santa Clara City intends to adopt an Annexation Policy Plan. The Annexation Policy Plan is intended to comply with the provisions of UCA 10-2-803 and incorporate all criteria required. This opportunity will allow affected entities to examine the proposed Annexation Policy Plan and provide input on it.**

Motion: Commissioner Westbrook moved that the Planning Commission forward a recommendation of approval for the Annexation Policy Plan to the City Council. Commissioner Harris seconded. Motion carried unanimously.

B. Planning Commission Approval

1. **Approval of a Preliminary Subdivision Plat for the proposed Cottonwood Creek Phase 4B Subdivision located at the northwest corner of Riverwood Lane and Riverwood Circle. Lonnie Gubler, applicant.**

Mr. McNulty presented the preliminary plat for Cottonwood Creek Phase 4B, a two-lot subdivision on 1.16 acres with a project density of 1.72 units per acre. Both lots (Lot 3 and Lot 4) are approximately 0.51 acres each, meeting the half-acre minimum requirement for the Residential Agricultural (RA) zone. The lots will be accessible via Vineyard Drive, connecting to Riverwood Lane and Riverwood Circle, with the circle improvements already completed in 2017 during the original Phase 4 development.

Mr. McNulty outlined several key requirements including street improvements along Riverwood Lane for the entire frontage of Lot 4, compliance with building setbacks and height restrictions, and standard utility requirements. The applicant, represented by engineer Jared Bates, had requested a sidewalk waiver for the east side of Riverwood Lane due to space constraints and existing mature trees.

Commissioner Blake expressed concern about the need for an erosion hazard assessment under city code section 15.36.200, noting the property's proximity to the Santa Clara River and potential flood risks. He observed that riprap protection appears to end at Old Farm Road, and the property falls within erosion hazard boundaries shown on regional maps.

Lonnie Gubler, the applicant, questioned the erosion hazard requirement and requested permission to reduce the road pavement width from 30 feet to 28 feet to minimize impact on their agricultural operations to the south. The discussion revealed that any such reduction would require City Council approval as a separate waiver request.

Extensive discussion ensued regarding the road width reduction request. Commissioner Blake noted that the City's Transportation Master Plan shows Bonelli Trail extending south along the river and connecting to this area, suggesting future traffic beyond just the immediate lots. Commissioner Gubler raised concerns about creating bottlenecks for future development, while others debated the practicality of widening roads in the future if development patterns change.

The Commission ultimately agreed that if a pavement width reduction were granted, an additional easement should be placed on Lot 4 to preserve the ability to widen the road in the future without impacting the homeowner. Mr. McNulty clarified that both the sidewalk waiver and pavement width reduction would require separate City Council approval.

Commissioner Clark, participating online, expressed reservations about both the sidewalk waiver and road width reduction, emphasizing the need to avoid short-sighted decisions that might prove costly later as the area develops and traffic increases.

Motion: Commissioner Westbrook moved that the Planning Commission grant preliminary subdivision plat approval for the Cottonwood Creek Phase 4B subdivision subject to eight conditions: the six standard conditions listed in the staff report, plus condition seven requiring compliance with city code section 15.36.200 regarding erosion hazard assessment, and condition eight regarding the pavement width reduction waiver subject to City Council approval. Commissioner Gubler seconded. Motion carried 4-3, with Commissioners Clark, Walton, and Harris voting in opposition.

6. Discussion Items

A. None.

7. Approval of Minutes

A. Request for Approval of Meeting Minutes: February 12, 2026

The Planning Commission reviewed the minutes from February 12, 2026. No corrections were noted.

Motion: Commissioner Harris moved to approve the minutes from February 12, 2026. Commissioner Walton seconded. Motion carried with Commissioner Venuti abstaining due to absence from that meeting.

Mr. McNulty provided brief updates on recent City Council actions, noting that three ordinances previously reviewed by the Planning Commission (the R-1-4 zone, Temporary Sign ordinance, and Shared Monument Sign ordinance) were all adopted by the City Council the previous evening. He also addressed scheduling for the March 12 meeting during spring break, determining that several Commissioners would be absent and a quorum might not be available. He indicated he would decide whether to cancel that meeting based on the urgency of pending items.

Mr. McNulty announced the annual Utah Land Use Institute training scheduled for Friday, March 20, at the Abbey Inn, requesting Commissioners indicate their attendance preferences for either in-person or online participation to fulfill their required professional development hours.

8. Adjournment

Commissioner Blake adjourned the meeting at 6:27 PM.

Jim McNulty
Planning Director

Approved: _____