



**NOTICE AND AGENDA
SANTA CLARA CITY COUNCIL WORK MEETING
WEDNESDAY, JUNE 24, 2026
TIME: 4:00 PM**

Public Notice is hereby given that the Santa Clara City Council will hold a Work Meeting in the Santa Clara City Council Chambers located at 2603 Santa Clara Drive, Santa Clara Utah on Wednesday, June 24, 2026, commencing at 4:00 PM. The meeting will be broadcasted on our city website at <https://santaclarautah.gov>.

1. Call to Order:

2. Working Agenda:

A. General Business:


1. Discussion regarding MOU with Utah Tech for PEG channel funding. Presented by Shawn Denevan with Utah Tech.
2. Discussion regarding Rock Cut Slopes. Presented by Jim McNulty, Planning Director.
3. Discussion regarding Burial Cremation, Section 12.24.100. Presented by Ryan VonCannon, Parks Director.

3. Staff Reports:

4. 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, does hereby certify that the above notice and agenda was posted within the Santa Clara City limits on this 18th day of June 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

Mayor

Jarett Waite

City Manager

Brock Jacobsen



City Council

Christa Hinton
Dave Pond
Janene Burton
Mark Hendrickson
Justin Caplin

CITY COUNCIL

Meeting Date: June 24, 2026

Agenda Item: 1

Applicant: Utah Tech - Shawn Denevan

Requested by: N/A

Subject: MOU with Utah Tech for PEG channel funding

Description:

Since the dissolution of the CEC channel the funding collected through cable subscriptions, \$1.00 per subscriber, has been sent to the city. These funds must be used for a PEG channel.

Utah Tech has requested to have the \$1.00 sent to them to help fund their PEG channel. For Santa Clara this is a small amount.

PEG - Public Education and Governmental Use

Recommendation: Discussion

Attachments: N/A

Cost: N/A

Legal Approval: No

Finance Approval: N/A

Budget Approval: N/A



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between UTAH TECH UNIVERSITY (“Utah Tech”), a political subdivision and an institution of higher education of the State of Utah and SANTA CLARA CITY (“Municipality”), a Utah municipal corporation and a political subdivision of the State of Utah. Utah Tech and Santa Clara may be referred to collectively as the “Parties.”

1. PURPOSE

1. The purpose of this MOU is to define the roles, responsibilities, and financial arrangements related to the operation and oversight of a Public, Educational, and Government (“PEG”) access television channel provided pursuant to the Municipality’s franchise agreement with TDS Cable (“TDS”).
2. This MOU establishes Utah Tech as the operator of the PEG channel, provides for the use of PEG-related funding to support broadcast media operations at Utah Tech, and establishes valuable consideration for the Parties’ obligations under this MOU.

2. BACKGROUND

1. Municipality has entered into a cable television franchise agreement with TDS, which includes the provision of a PEG access channel.
2. The franchise agreement stipulates a fee of one dollar (\$1.00) per video subscriber, billed by TDS to its subscribers, for the support of PEG programming.
3. Municipality desires to designate Utah Tech to oversee and operate the PEG channel in a manner consistent with FCC regulations, community standards, educational opportunities, and applicable TDS guidelines.
4. Utah Tech operates broadcast media services, including Utah Tech TV and Utah Tech Radio, and has the facilities, personnel, and educational mission appropriate for PEG channel operation.

3. FINANCIAL ARRANGEMENTS

1. **PEG Subscriber Fee Allocation**
 - a. Municipality shall assign to Utah Tech the total sum of its subscriber PEG fees paid by TDS from June 2025 to March 2026, currently held by St. George City.
 - b. From April 2026 and ongoing until the expiration of this MOU, TDS shall remit the one dollar (\$1.00) per video subscriber PEG fee, as specified in the franchise agreement with Municipality, to Utah Tech, and in accordance with established billing and remittance procedures.
1. **Use of Funds**
 - a. Funds received by Utah Tech (TV/Radio), under this MOU shall be used solely for the operation, maintenance, and support of broadcast media activities, including but not limited to:
 - i. Operation of the PEG channel.
 - ii. Utah Tech TV.
 - iii. Utah Tech Radio.
 - iv. Equipment, staffing, training, and production costs associated with PEG programming
 - v. Student Scholarships
2. **No Profit Intent**
 - a. Funds provided under this MOU are intended to support public and educational broadcasting purposes and are not intended to generate profit for Utah Tech.

4. RESPONSIBILITIES OF UTAH TECH UNIVERSITY

Utah Tech agrees to:

1. Operate and oversee the PEG channel in compliance with:
 - a. Federal Communications Commission (FCC) regulations
 - b. Applicable federal, state, and local laws
 - c. Community standards
 - d. TDS technical and operational guidelines
2. Program the PEG channel as an extension of Utah Tech's educational and public service broadcasting mission.
3. Maintain editorial and operational control of the PEG channel, subject to applicable legal and regulatory requirements.
4. Accept and schedule pre-recorded content submitted by Municipality, or other authorized municipal entities, provided such content meets technical standards, FCC requirements, and community content guidelines.
5. Provide reasonable access and scheduling consideration for qualifying public, educational, and governmental programming.

5. RESPONSIBILITIES OF THE MUNICIPALITY

Municipality agrees to:

1. Continue to administer and enforce its franchise agreement with TDS.
2. Support the designation of Utah Tech as the PEG channel operator.
3. Coordinate with Utah Tech regarding municipal content submissions, policy considerations, and community needs related to PEG programming.
4. Allow autonomy of Utah Tech's day-to-day operational control of the PEG channel, except as required by law or franchise obligations.

6. CONTENT STANDARDS AND LIABILITY

1. Utah Tech shall establish reasonable content submission guidelines consistent with FCC regulations and community standards.
2. Municipality acknowledges that Utah Tech may refuse or remove content that does not meet applicable legal, technical, or policy requirements.
3. Each Party shall be responsible for its own acts and omissions and those of its officers, employees, and agents.

7. TERM AND TERMINATION

1. **Term**
 - a. This MOU shall become effective on the date it is signed and executed by all parties and shall remain in effect for five (5) years, automatically renewing for 5 more consecutive renewals unless terminated earlier as provided herein.
2. **Termination for Convenience**
 - a. Either Party may terminate this MOU upon 30 days' written notice to the other Party.
3. **Termination for Cause**
 - a. Either Party may terminate this MOU immediately upon written notice if the other Party materially breaches its obligations and fails to cure such breach within a reasonable time.

8. NO AGENCY OR PARTNERSHIP

Nothing in this MOU shall be construed to create a partnership, joint venture, or agency relationship between the Parties.

9. AMENDMENTS

This MOU may be amended only by a written document signed by authorized representatives of both Parties.

10. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of Utah.

11. ENTIRE AGREEMENT

This MOU and the accompanying supplemental terms included with the MOU constitute the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior discussions or agreements, whether written or oral.

12. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates set forth below.

UTAH TECH UNIVERSITY**SANTA CLARA CITY, UTAH**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TDS CABLE

By: _____

Name: _____

Title: _____

Date: _____

Mayor

Jarett Waite

City Manager

Brock Jacobsen



City Council

Christa Hinton
Dave Pond
Janene Burton
Mark Hendrickson
Justin Caplin

CITY COUNCIL

Meeting Date: June 24, 2026

Agenda Item: 2

Applicant: Santa Clara City

Requested by: Jim McNulty

Subject: Rock Cut Slopes

Description:

City staff would like to discuss Rock Cut Slopes with the City Council. St. George City recently put a new ordinance in place addressing this item. Wayne Rogers with AGECE Applied GeoTech Engineers was part of the team that recently went through the process with St. George City. Wayne will join us for this discussion as he can provide expertise on the subject.

Recommendation: Discussion

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: June 24, 2026
RE: Rock Cut Slopes **(Discussion Item)**

City staff would like to discuss Rock Cut Slopes with the City Council. On March 5, 2026, St. George City adopted an ordinance putting provisions in place for Rock Cut Slopes. It's our understanding that the St. George City Engineering Department worked on this with several local consultants before adoption. A copy of Section 10-18A-10, St. George city code has been included for your review.

A rock cut slope is a cut into a competent rock material that is determined by a geotechnical engineer to be inherently stable and does not require any type of additional retainage for the cut slope. City staff agrees that allowing for rock cut slopes would minimize the number of large manmade retaining walls in the City. This is likely to become a bigger issue with current development pressure in the South Hills Area.

Wayne Rogers with AGECE Applied GeoTech Engineers was part of the team that recently went through the process with St. George City to amend city code and adopt these provisions. Wayne will join us for this discussion as he can provide expertise on the subject. Wayne currently serves on the Santa Clara Hillside Review Board and is a Santa Clara resident. Several photos of local examples have been included.

A provision allowing for Rock Cut Slopes could be added to Chapter 17.28, Walls, Fences, and Hedges of city code.

Date & Time: Tue, Aug 02, 2022, 13:10:18 MDT
Position: OUTSIDE GRID LIMITS (± 15.6 ft)
Altitude: 2973ft (± 11.0 ft)
Datum: NORTH AMERICAN 1927, Western US
Azimuth/Bearing: 243° S63W 4320mils True ($\pm 12^\circ$)
Elevation Grade: +018%
Horizon Grade: -001%
Zoom: 1.0X
pa-13





Date & Time: Tue, Aug 02, 2022, 13:09:10 MDT
Position: OUTSIDE GRID LIMITS (± 15.7 ft)
Altitude: 2967ft (± 10.9 ft)
Datum: NORTH AMERICAN 1927, Western US
Azimuth/Bearing: 191° S11W 3396mils True ($\pm 12^\circ$)
Elevation Grade: +033%
Horizon Grade: +002%
Zoom: 1.0X
pa-13



Date & Time: Tue, Aug 02, 2022, 13:10:12 MDT
Position: OUTSIDE GRID LIMITS ($\pm 15.6\text{ft}$)
Altitude: 2977ft ($\pm 11.0\text{ft}$)
Datum: NORTH AMERICAN 1927, Western US
Azimuth/Bearing: 131° S49E 2329mils True ($\pm 12^\circ$)
Elevation Grade: +007%
Horizon Grade: +004%
Zoom: 1.0X
pa-13



Date & Time: Thu, Jun 20, 2024 at 13:37:00 MDT

Position: OUTSIDE GRID LIMITS (± 15.0 ft)

Altitude: 2994ft (± 11.8 ft)

Datum: NORTH AMERICAN 1927, Western US

Azimuth/Bearing: 105° S75E 1867mils True ($\pm 18^\circ$)

Elevation Grade: -019%

Horizon Grade: -002%

Zoom: 0.5X

telegraph



Date & Time: Thu, Jun 20, 2024 at 13:37:03 MDT

Position: OUTSIDE GRID LIMITS (± 15.0 ft)

Altitude: 2995ft (± 11.8 ft)

Datum: NORTH AMERICAN 1927, Western US

Azimuth/Bearing: 170° S10E 3022mils True ($\pm 13^\circ$)

Elevation Grade: -009%

Horizon Grade: -003%

Zoom: 0.5X

telegraph



Date & Time: Thu, Jun 20, 2024 at 14:01:46 MDT

Position: OUTSIDE GRID LIMITS (± 11.6 ft)

Altitude: 2990ft (± 13.1 ft)

Datum: NORTH AMERICAN 1927, Western US

Azimuth/Bearing: 170° S10E 3022mils True ($\pm 12^\circ$)

Elevation Grade: +006%

Horizon Grade: -002%

Zoom: 0.5X

telegraph







10-18A-10:**ROCK CUT SLOPES:**

A. A rock cut slope is a cut into a competent rock material that is determined by a geotechnical engineer to be inherently stable and does not require any type of additional retainage for the cut slope.

B. When a competent rock material is cut to form a permanent slope, the height of a single rock cut slope shall not exceed fifteen feet (15'). A hillside development permit is required for a rock cut slope greater than fifteen feet (15'). A rock cut slope greater than fifteen feet (15') shall require a bench with a minimum width of $1/3h + 1$, with h being the height of the tallest rock cut slope and h being calculated in feet. The maximum height of a tiered rock cut slope shall not exceed thirty feet (30').

C. If a rock cut slope is four feet (4') in height or greater and determined by the geotechnical engineer to be susceptible to weathering, fracturing or raveling over time, or for aesthetic purposes, the geotechnical engineer may request mitigation measures in the form of a protective stacked rockery face, a segmental block face, or other form of protective face that is approved with a hillside development permit. If a protective face is approved with a hillside development permit, the following standards shall apply for the protective face:

1. A building permit shall be required from the city which includes a stamped and signed design of the protective face from a licensed geotechnical engineer.
2. The height of a protective face for a single rock cut slope shall not exceed fifteen feet (15').
3. Terraced protective faces are allowed. The maximum combined height of a tiered protective face for a rock cut slope shall be thirty feet (30') provided the protective faces are separated by a minimum distance of $1/3h + 1$, with h being the height of the tallest rock cut and h being measured in feet. The width of the bench shall be measured from face of lower rock cut slope to face of upper rock cut slope.
4. Verification that the rock cut is an inherently stable slope and provide construction recommendations with the engineering design that include minimum rock/block size(s), material properties, maximum inclination of face, and any other items to show a stable,

self-supporting protective face. The protective face shall not be designed to resist lateral earth pressures, i.e., designed as a retaining wall.

5. At completion of installation of protective face, a letter of compliance, from the licensed geotechnical engineer indicating the mitigation measures were constructed as designed and for the intended purpose(s), shall be submitted to the city prior to approval of the installation of the protective face. (Ord. 2024-064, 10-3-2024)

The St. George City Code is current through Ordinance 2026-033, passed May 7, 2026.

Disclaimer: The city recorder has the official version of the St. George City Code. Users should contact the city recorder for ordinances passed subsequent to the ordinance cited above.

[City Website: www.sgcity.org](http://www.sgcity.org)

[City Telephone: \(435\) 627-4000](tel:(435)627-4000)

[Hosted by General Code.](#)

Mayor

Jarett Waite

City Manager

Brock Jacobsen



City Council

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CITY COUNCIL

Meeting Date: June 24, 2026

Agenda Item: 3

Applicant: Ryan VonCannon

Requested by: Ryan VonCannon

Subject: Discussion on burial ordinance

Description:

Discuss cremation burials.

Recommendation: Discussion

Attachments: N/A

Cost: 0

Legal Approval: N/A

Finance Approval: N/A

Budget Approval: N/A

this section shall be by the approval of City Council only and will result in the payment of additional fees. (Ord. 2018-01)

12.24.100: RESTRICTIONS ON BURIAL:

It shall be unlawful for any person to bury the body of a deceased person within the City limits, except in a cemetery as described in this chapter. No grave in the cemetery shall be opened or filled, refilled or sodded, except by employees of the cemetery under the direction of the Cemetery Superintendent. One interment only shall be allowed in a casket except for a parent with an infant child, for two (2) children buried at the same time, or the addition of one cremated remains placed in the casket at the time of burial. Not more than one casket shall be allowed in a grave plot, **except that two (2) cremation vaults may be allowed in a half plot.** All parts of a burial or cremation vault shall be no less than two feet (2') below the surface of the ground. No cremation vault shall be placed in the same plat as a regular burial plot. (Ord. 2018-01)

12.24.110: VAULTS:

Before a casket is accepted for burial, it must be housed within a concrete vault having fixed top and side panel edge restraints incorporated into the construction and having a strength capable of uniformly withstanding a stress of seven and one-half (7¹/₂) pounds per square inch **or an equivalent light weight burial container that meets industry strength standards.** If a particular type or construction of a vault is rejected by the Cemetery Superintendent, the mortician or party utilizing the vault shall bear the burden of proving compliance with the strength requirements of this section. Cremated remains must be placed in a vault made of fiberglass, concrete, metal **or polyethylene** with strength deemed adequate by the Cemetery Superintendent. (Ord. 2018-01)

12.24.120: MONUMENTS; GRAVE MARKERS:

A. The owner of the burial rights to the plot or relatives of the deceased persons buried in the plot are required to erect a stone monument with the name of the deceased plainly described thereon. All graves shall be identified by a temporary marker or stone monument placed at the head of the plot in the west two feet (2') of the plot. No more than one monument or marker shall be permitted for each grave except when the deceased person is a veteran, in which case one traditional flat U.S. military marker may be placed anywhere in the plot in addition to the primary monument or marker. Monuments and markers placed prior to a burial will be removed from and replaced upon the plot following burial at the plot owners' expense.

B. All cemetery monuments and markers shall comply with City standards to be determined from time to time by the City Council through resolution.

C. In the event the owner of a plot or a burial space or relatives of a deceased person buried in such plot do not place a monument or a marker with the name of the deceased plainly inscribed thereon upon the grave within ninety (90) days after interment, the Cemetery Superintendent shall have the right to do so with a minimal stone or cement marker at the expense of the person owning it or burying in said lot. Where burial of the remains of more than one person or vault in a single plot is permitted by this chapter, either a joint combined monument or small individual markers may be used, provided they can be adequately accommodated within the limits of the plot, but the form and size of the monument or marker shall be within the discretionary approval of the Cemetery Superintendent in any event. (Ord. 2018-01)

12.24.130: MEMORIALS:

A. Permanent Memorials: Up to one permanent memorial per plot is permitted in the east two feet (2') of the plot; provided, however, that permanent memorials must otherwise comply with the requirements for monuments and grave markers set forth in section [12.24.120](#) of this