



NOTICE AND AGENDA
SANTA CLARA CITY COUNCIL MEETING
WEDNESDAY, SEPTEMBER 9, 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, September 9, 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: Kacey Jones, The Church of Jesus Christ of Latter-day Saints

3. General Citizen Public Comments:

4. Conflicts and Disclosures:

5. Working Agenda:

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

1. Public Hearing to receive public comments regarding abandonment of Flood Control Easement on parcel # SC-6-2-16-345.
2. Public Hearing to receive public comments regarding updating the Construction Design Standards to add Low Pressure Sewer.
3. Public Hearing to receive public comments regarding a Single Event Liquor License for Bank of Utah PGA held at Black Desert Resort.

B. Consent Agenda:

1. Approval of Minutes and Claims:
 - August 12, 2026, City Council Work and Regular Meeting
 - August 12, 2026, City Council Closed Meeting Session
 - September 2, 2026, City Council Special Work Meeting
 - Claims through September 9, 2026
2. Calendar of Events:
 - September 23, 2026, City Council Work and Regular Meeting
 - September 24-26, 2026, Swiss Days
 - October 12, 2026, Columbus Day (Offices Closed)
 - October 14, 2026, City Council Work and Regular Meeting

C. General Business:

1. Presentation of the America250 Art Contest Awards to Snow Canyon High School Students. Presented by Councilwoman Hinton and Mimi McKenna.
2. Discussion and action to consider approval of the abandonment of Flood Control Easement to parcel # SC-6-2-16-345 and adopt Resolution No. 2026-16R. Presented by Casey Stratton, Public Works Director.

3. Discussion and action to consider approval to create an access easement to parcel # SC-6-2-16-345 and adopt Resolution No. 2026-17R. Presented by Casey Stratton, Public Works Director.
4. Discussion and action to consider approval to create a sewer (2) easement to parcel # SC-6-2-16-345 and adopt Resolution No. 2026-18R. Presented by Casey Stratton, Public Works Director.
5. Discussion and action to consider approval to update the Construction Design Standards to add Low Pressure Sewer and adopt Resolution No. 2026-19R. Presented by Casey Stratton, Public Works Director.
6. Discussion and action to consider approval of a Special Event Permit and Single Event Liquor License for Bank of Utah PGA Tournament held at Black Desert Resort. Presented by Jim McNulty, Planning Director.
7. Discussion and action to consider approval to update city code, Section 17.28.180, Rock Cut Slopes and adopt Ordinance No. 2026-17. Presented by Jim McNulty, Planning Director.
8. Discussion and action to consider approval Rezoning and Project Plan for Property located at 4405 W. 1700 N. (Big Rock Subdivision, Lots 1, 2 and 3) to rezone the property from Open Space, OS Zone to the Planned Development Commercial, PDC Zone and adopt Ordinance No. 2026-18. Presented by Jim McNulty, Planning Director.
9. Discussion and action to consider approval of a Conditional Use Permit for two (2) Short-term Rentals located at 4405 W. 1700 N. and 4405 W. 1650 N. Presented by Jim McNulty, Planning Director.
10. Discussion and action to consider approval of a Development Agreement for Big Rock Subdivision, Lots 1, 2 and 3. Presented by Matt Ence, City Attorney.

6. Reports:

A. Mayor / Council Reports

7. Closed Meeting Session:

8. 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 3rd day of September 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, AUGUST 12, 2026
MEETING MINUTES**

THE CITY COUNCIL FOR SANTA CLARA CITY, WASHINGTON, UTAH, met for a Work Meeting on Wednesday, August 12, 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 Christa Hinton
Councilwoman Janene Burton
Councilman Justin Caplin

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

Others Present: Rick Rosenberg
Denise Webster

1. Call to Order

Mayor Jarett Waite called the Santa Clara City Council Work Meeting to order at 4:02 p.m. Present from the council were Councilman Mark Hendrickson, Councilman David Pond, Councilwoman Christa Hinton, Councilwoman Janene Burton and Councilman Justin Caplin.

2. Working Agenda

A. General Business:

**1. Discussion regarding adding Low Pressure to our Construction Standards Manual.
Presented by Casey Stratton, Public Works Director.**

Public Works Director Casey Stratton explained that as easily developable land becomes scarcer, the city is increasingly encountering terrain that requires pressurized sewer systems to convey sewage to existing gravity infrastructure. Developments such as South Village at Black Desert present topographic challenges where homes in low-lying areas between hills cannot drain by gravity alone. To address this, staff proposed adding four standard drawings to the city's Construction Standards Manual governing low pressure sewer installation.

Stratton described how the system operates: sewage from each home flows into a small pit, and once the float rises to indicate the tank is full, a grinder pump activates, pressurizing the waste into a mainline. Each home's lateral connection to the city main includes a check valve to prevent backflow from the pressurized main. Stratton noted that a similar system has been in operation at Girls Pond Circle for approximately six to eight years without issue.

Councilman Hendrickson noted that pressurized sewer ejection systems are not uncommon regionally, citing their use in Ash Creek and the Snyderville Basin area near Park City. He also noted having such a system in his own home.

Councilwoman Burton sought clarification to confirm this was not a septic system, which Stratton confirmed the sewage ultimately enters the city's gravity sewer system and proceeds to the treatment facility. Councilman Caplin confirmed with Stratton that the primary driver for codifying these standards is that the city currently has no formal design standards governing this type of infrastructure, despite its growing necessity. Stratton confirmed this and noted additional properties, including one near the city yard, will likely require similar systems in the near future.

Regarding cost responsibility, Stratton confirmed that developers are responsible for the mainline infrastructure and check valves, while individual homeowners are responsible for the pump systems serving each lot. Council raised no further objections, and the item was accepted with consensus to proceed.

2. Discussion regarding Easement creation and abandonment on Neil Walters property (SC-6-2-16-345). Presented by Casey Stratton, Public Works Manager.

Stratton presented a proposal to clean up the easement situation on Neil Walters' property, which involves both abandoning an outdated easement and creating new ones to properly cover existing city infrastructure.

The easement proposed for abandonment easement number 26, located in the lower right corner of the property was originally established following the 2005 flood to facilitate riverway repairs. Stratton indicated this easement is no longer needed, though City Manager Brock Jacobsen clarified that two easements running along the river within that area would still be retained for stabilization and access purposes.

In exchange, staff are working with Sunrise Engineering to create two new sewer easements covering existing sewer lines that cross the property without any formal easement on record. The first, covering the Quail Street sewer line, would run 40 feet west from the east property boundary and be designated as a public utility drainage easement to accommodate both the existing sewer and any future utilities. The second covers a sewer line serving four flag-lot homes that drain to the rear of the property, which has been blue-staked so Sunrise can survey its exact location.

A fourth easement an access easement off Clara Crossing Road was also discussed to formalize the city's longstanding use of a ramp to access the river for bridge maintenance at the Gates Lane bridge. Jacobsen noted that Walters was cooperative and in fact initiated the conversation, wanting his property records cleaned up ahead of future development.

Councilman Caplin asked about the ownership of land between Clara Crossing Road and the river. Jacobsen and Stratton confirmed that the road right-of-way will be dedicated to the city, but Walters retains ownership of the land extending to and largely across the river, which is why a formal access easement is necessary. Council raised no objections, and the item was accepted with consensus to proceed.

3. Discussion regarding Streets Impact Fee. Presented by Brock Jacobsen, City Manager.

City Manager Jacobsen opened a discussion on the city's current street impact fee structure and whether adjustments could make Santa Clara more competitive in attracting commercial businesses. The current maximum fee, established by the engineering firm Horrocks approximately two years ago, is \$3,610 per residential equivalent unit. Commercial impact fees are derived from this base rate using trip generation multipliers from the ITE trip generation manual. The result can be substantial: a fast food drive-through, for example, may be assessed a fee approaching \$60,000 per 1,000 square feet, placing a 1,000–2,000 square foot drive-through in the range of \$60,000–\$120,000 in street impact fees alone.

Jacobsen noted that staff and the city's economic development efforts have encountered feedback that this fee creates sticker shock for prospective businesses, often emerging late in the leasing process

when a tenant approaches the building department for a permit. This dynamic risks losing businesses that have already invested significant time and money in due diligence. He acknowledged that not attracting commercial tenants also means forgoing ongoing sales tax revenue.

Council discussed several potential remedies. Councilman Hendrickson cautioned against simply reducing fees, emphasizing that the \$3,610 figure reflects Santa Clara's actual projected infrastructure needs, not a comparison to neighboring cities. He expressed concern about drawing down the general fund to compensate for reduced collections, particularly given rising construction costs. Councilwoman Burton and Councilman Caplin expressed interest in exploring whether the city's fees could be made more competitive with St. George, where Jacobsen indicated the residential base rate is approximately \$2,100. Jacobsen noted that Saint George has moved toward charging a standardized rate at the developer level for shell construction rather than at the tenant improvement stage.

City Attorney Matt Ence clarified that the Utah Impact Fee Act permits the city council to charge any amount up to the calculated maximum, and that if a particular development offers a compelling community benefit such as significant sales tax revenue generation the council retains legislative discretion to negotiate a reduced fee on a case-by-case basis. He noted the city has already exercised this discretion for the parks impact fee, which is currently set below its calculated maximum.

Discussion converged around two approaches: first, shifting the collection point for commercial impact fees to the developer at shell construction rather than the tenant at improvement, using a standardized baseline rate tied to the anticipated use type (such as strip retail for multi-tenant buildings or variety store for single-tenant buildings); and second, examining whether a modest discount factor could be applied across commercial fees more broadly. Councilman Hendrickson and Jacobsen agreed that adopting a strip retail baseline for multi-tenant shells and a variety store rate for single-tenant buildings could allow the city to capture fees earlier while softening the tenant's upfront burden. Jacobsen acknowledged unresolved administrative questions, such as whether a true-up at tenant improvement would be based on the fee schedule at the time of shell construction or at the time of occupancy.

Council directed staff to continue exploring this topic and return with a more developed proposal, with general support for the concept of front-loading collection with the developer and using standardized baseline categories for commercial uses.

4. Continued discussion regarding Frei's Fruit Stand Parking. Presented by Brock Jacobsen, City Manager.

Jacobsen reported on the cost estimates staff gathered following direction from the previous meeting to address parking and ADA compliance concerns near Frei's Fruit Stand. The prior direction had been to remove the first three angled parking stalls closest to the intersection, install bollards to deter unauthorized parking in that area, designate 1.5 of those stalls as an ADA-compliant van-accessible space, and restripe the remaining stalls to the east. Estimated costs were approximately \$400 per bollard (with roughly eight bollards estimated), plus \$4,000 for restriping the latter figure incorporating a seal coat to provide a clean surface for new striping and a thermoplastic coating for the existing crosswalk on Santa Clara Drive.

Councilman Hendrickson noted that based on his calculation, only 1.5 stalls required blocking (the other 1.5 becoming the ADA space and access aisle), which would require fewer bollards than estimated. However, discussion shifted away from bollards altogether when several council members expressed concern that the steel-and-concrete structures could themselves become a hazard, and that they would be visually out of character with the downtown streetscape area. The suggestion emerged to instead extend the existing curbing around the area to be vacated, which would both deter parking and allow a smoother integration of a pedestrian ramp into the new curbing. Mayor Waite and other council members expressed a preference for this approach, noting it would look more appropriate for the downtown context and could potentially accommodate small landscaping features. Stratton acknowledged this option would cost more than bollards but confirmed it was feasible.

Stratton also clarified the restriping estimate: sandblasting existing markings would leave visible scarring, so a full seal coat was priced first to provide a clean base. He noted the \$4,000 figure included the thermoplastic crosswalk treatment.

Councilman Caplin raised the possibility of placing the ADA space on Vernon Street rather than on the front angled parking. Jacobsen confirmed that any such space on Vernon Street would have to be located on private property rather than the public street and would therefore be at the property owner's expense. Denise Webster, who was present as a representative of the fruit stand operation, noted that the property is currently in litigation between owners, complicating any action requiring property owner consent. The council acknowledged this and expressed a preference to proceed with the ADA solution in the front, city-controlled parking area.

Webster also offered observations from her daily use of the intersection, noting that from a stopped position at the stop sign she found visibility down Santa Clara Drive to be unobstructed by parked cars when looking along the sidewalk. She raised the idea of removing the bike lane on one side of the road to create more buffer space, and reiterated concern about the safety of bollards for drivers unfamiliar with the change. She also suggested that landscaping even informal seasonal displays such as pumpkins could organically deter parking without the visual impact of bollards.

Police Chief Jaron Studley presented data from a traffic study conducted between July 23 and July 30. Of approximately 66,000 vehicles counted during that week, only 46 would have met the threshold for a speed citation, representing 0.0069 percent of traffic. The average vehicle speed was 28.8 miles per hour in a 30 miles per hour zone. Studley emphasized that speeding is not a statistically significant issue along that corridor and cautioned the council against sign fatigue placing so many signs that drivers stop responding to any of them.

Regarding the previously discussed flashing speed signs, Jacobsen reported that they are no longer compliant under current state code following a recent legislative change, removing that option from consideration.

Councilwoman Hinton expressed skepticism about adding a marked crosswalk, noting that crosswalks can create a false sense of security for pedestrians and that even striped crosswalks with crossing guards do not guarantee that vehicles will stop. Stratton noted that the thermoplastic crosswalk treatment was approximately \$500–\$600 of the \$4,000 estimate. Councilman Hendrickson observed that the crosswalk already exists as part of the streetscape and that adding visible striping simply increases its notice. No definitive resolution was reached on the crosswalk question.

Council directed staff to return with cost estimates for extending the curbing to eliminate the relevant parking stalls, incorporating the ADA-compliant van-accessible space and a pedestrian ramp into the new curbing, and restriping the remaining stalls without bollards.

3. Staff Reports

Staff reports were deferred to the regular council meeting at 6:00 PM.

4. Adjournment

Mayor Waite adjourned the work meeting at 5:26 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, AUGUST 12, 2026
MEETING MINUTES**

THE CITY COUNCIL FOR SANTA CLARA CITY, WASHINGTON, UTAH, met for a Regular Meeting on Wednesday, August 12, 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 Christa Hinton
Councilwoman Dave Pond
Councilman Mark Hendrickson

Staff Present: Brock Jacobsen, City Manager
Selena Nez, City Recorder
Matt Ence, City Attorney
Jim McNulty, Planning Director
Casey Stratton, Public Works Director
Gary Hall, Power Director
Ryan VonCannon, Parks Director
Lance Haynie, Government Affairs Director
Jaron Studly, Police Chief
Rich Rogers, Police Captain

Others Present: Deborah Jacobs
Rick Rosenberg
Suzannah O'Brein

1. Call to Order

Mayor Jarett Waite called the regular scheduled meeting to order at 6:00 p.m. The mayor welcomed everyone and noted that a full council was present: Councilman Justin Caplin, Councilwoman Janene Burton, Councilwoman Christa Hinton, Councilman Dave Pond, and Councilman Mark Hendrickson.

2. Opening Ceremony

Pledge of Allegiance: Councilwoman Burton

Opening Comments: Pastor Daniel Solis, Iglesia Monte Zion

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:
 - July 22, 2026, City Council Work and Regular Meeting
 - Claims through August 12, 2026
2. Calendar of Events:
 - August 26, 2026, City Council Work and Regular Meeting (Cancelled)
 - September 7, 2026, Pioneer Day (Offices Closed)
 - September 9, 2026, City Council Work and Regular Meeting

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

C. General Business

1. Discussion and action to approve a Proclamation declaring September 17 through September 23, 2026 as Constitution Week. Presented by Karen Shuman, Daughters of the American Revolution.

Deborah Jacobs appeared on behalf of the Daughters of the American Revolution, Color Country Chapter, in place of Karen Shuman. She addressed the Council on the historical significance of Constitution Week, noting that September 17, 2026 marks the 239th anniversary of the signing of the United States Constitution at Independence Hall in 1787. She recounted that the DAR petitioned Congress to formally recognize this occasion, resulting in Public Law 915, signed by President Dwight D. Eisenhower, which designated September 17 through 23 as Constitution Week. She expressed gratitude to the Mayor and Council for continuing the tradition of issuing this proclamation.

Mayor Waite read the proclamation in full, which called upon citizens to reaffirm the ideals of the framers of the Constitution and to vigilantly protect the freedoms it guarantees, noting that "lost rights may never be regained." Following the reading, a photograph was taken with the DAR representative and members of the Council.

Motion: Councilwoman Burton moved to APPROVE the Proclamation declaring September 17 through September 23, 2026 as Constitution Week. Councilman Pond seconded the motion. Roll call vote: Hendrickson - Aye, Pond - Aye, Hinton - Aye, Burton - Aye and Caplin - Aye. Motion passed unanimously.

2. Life Saving Awards. Presented by Jaron Studley, Police Chief.

Police Chief Jaron Studley presented Life Saving Awards recognizing personnel from two separate incidents that occurred on July 24, 2026. He was joined by Fire Captain Ryan Moore for the presentations. The following personnel were recognized: Captain Heyder, Engineer Costello, Firefighters Glaze and Fernandez, Officer Pondoyo, and Officer Pikyavit.

The first incident occurred at 9:55 AM when Medic Engine 31, Medic Ambulance 31, and SEI Police responded to a cardiac arrest involving a construction worker in Ivins. Bystander CPR was initiated with assistance from 9-1-1 dispatchers at the Saint George Communication Center. Emergency personnel arrived on scene in approximately 3.5 minutes and continued basic and advanced cardiac life support efforts, including defibrillation. Return of spontaneous circulation was achieved approximately 14 minutes after the witnessed cardiac arrest. The patient was transported to St. George Regional Hospital and was subsequently discharged. Chief Studley noted that the patient later contacted the department to personally thank the officers involved.

The second incident occurred the same day at 2:57 PM, when the same personnel responded to a pediatric drowning in Santa Clara involving a 5-year-old child who was found floating face down while wearing a life jacket, having been unresponsive for approximately 5 minutes. Bystanders initiated CPR prior to the arrival of emergency personnel. Units arrived on scene in approximately 2.5 minutes and administered pediatric advanced life support measures including rescue breathing and assisted ventilations. The patient was transported to St. George Regional Hospital, admitted, and later discharged.

Chief Studley remarked that both survivors are alive today because of the efforts of the recognized personnel. A group photograph was taken following the presentations.

3. Discussion regarding Virgin River Trust Land Conservation Easement update. Presented by Rick Rosenberg.

Rick Rosenberg, who was engaged by the city to develop the conservation easement, presented an update alongside Susannah O'Brien of the Virgin River Land Trust. The presentation focused on a proposed two-phase conservation easement for city-owned property in the lava field area.

Rosenberg explained that Phase 1 encompasses approximately 70 acres of lava field, specifically excluding city utilities, floodplain areas, existing trails, and a 100-foot buffer along Pioneer Parkway to allow for future road expansion. A 50-foot buffer was also retained along the existing trail on the east side to accommodate maintenance and any future improvements. Phase 1 was described as a preservation parcel with no planned new improvements, no new utilities, no new structures, and no vehicle access. Pedestrian access would be permitted throughout, not limited solely to the existing unimproved trail, following a suggestion from Councilman Caplin. Existing trail maintenance, including limited weed control and herbicide application currently carried out by parks staff and a volunteer, would continue to be permitted.

Rosenberg explained that Phase 2 was separated from Phase 1 because it involves areas where additional planning is still needed. Phase 2 includes the arboretum area, potential future park improvements such as a possible skate park, new utility corridors not yet fully located, potential mitigation banking with the U.S. Fish and Wildlife Service, and possible trail development. Parks Director Ryan VonCannon noted that the existing ramada structure rebuilt as an Eagle Scout project appears to be located near the Phase 1 boundary, and Rosenberg indicated he would adjust the Phase 1 boundary line to ensure that structure falls within Phase 2 where it can be properly maintained and improved.

Rosenberg also walked through a questionnaire provided by the Land Trust intended to guide the drafting of the conservation easement agreement. The questionnaire addressed goals, public access, permitted recreational activities, vehicle access, trail improvements, signage, utility rights, emergency access, maintenance responsibilities, and educational uses. Key determinations from the discussion included: no new trails, structures, benches, lighting, irrigation, or parking in Phase 1; invasive species and weed control would be permitted; educational and interpretive signage would be allowed; organized nonprofit educational events without ticketing would be permitted; and emergency services access would be maintained via existing trailheads and the unimproved trail network.

Councilman Caplin requested that the completed questionnaire answers be provided to the Council in writing for review prior to any further action, rather than relying solely on the verbal presentation. He also asked whether a public hearing would be required before the easement is signed. City Attorney Matt Ence indicated that a public hearing is not legally required but noted it may have value. Councilman Hendrickson and the Mayor agreed that public hearings would be appropriate as each phase moves forward, to give residents an opportunity to provide input.

O'Brien clarified the nature of the conservation easement as a perpetually binding legal agreement between the city and the Land Trust. She described the Land Trust's role as a monitoring partner, responsible for conducting annual inspections and documenting the condition of the property. If the terms of the easement were found to be violated, the Land Trust would notify the city and establish a remediation plan. She also noted that a stewardship fund would be requested from the city as a national requirement of the Land Trust's organizing body to support ongoing monitoring in perpetuity. In response to a question from Councilman Caplin, O'Brien confirmed that the Virgin River Land Trust has filed no lawsuits to date, though it does maintain a legal defense fund.

O'Brien observed that Santa Clara City is the first municipality in Washington County, and in southern Utah, to pursue an official conservation easement partnership with a land trust for city-owned land, calling it a meaningful step toward permanent preservation of an environmentally and culturally significant area.

Rosenberg noted that the survey work for Phase 1 is substantially complete and that a legal description and plat could be finalized within approximately one week once authorized. He also raised the possibility of extending the conservation easement process in the future to the rim area around the Santa Clara Heights, including the slope above the pioneer fort site, where the city owns the majority of land and where prior development requests have been turned away. He suggested the Council authorize work to identify and begin that discussion as a next step. Councilman Hendrickson expressed support for moving in that direction.

Rosenberg also mentioned potential future easement areas along reaches of the Virgin River and in the South Hills area as development activity increases.

No formal action was taken. The item will return to the Council for approval once the questionnaire is finalized, the easement terms are drafted and legally reviewed, and a baseline documentation report is completed.

5. Reports

A. Mayor / Council Reports

Staff Reports

Various department heads provided updates:

Police Chief, Jaron Studley reported:

- Reported on an ongoing investigation involving a 17-year-old that resulted in the recovery of 169 THC vape products, 56 nicotine products, and 12 pre-rolled marijuana joints. Social media warrants connected the items directly to local middle and high schools, preventing the products from reaching students.
- Welcomed two new officers who began the Field Training Officer (FTO) program during the week.
- Introduced Lance Bartraff, a 15-year veteran from Washington City and handler of K-9 Forest, the only explosives detection dog in Washington County, also serving Iron and Kane Counties. The City purchased the canine from Washington City for \$1,500.
- Clarified that the Police Department does not use Flock license plate readers. The department uses Vigilant cameras, operated by Motorola, which do not use facial recognition or artificial intelligence features.
- Shared reflections on his recent 10-week attendance at the FBI National Academy, where he completed coursework through the University of Virginia in strategic communications, constitutional law, terrorism, and related subjects. He also earned the fitness award known as the “Yellow Brick.”

Government Affairs Director Lance Haynie reported:

- Reported that a new code enforcement violation tracking system has been implemented through the City’s Esri subscription and is now live on the City website.
- Noted that the system allows residents to submit complaints with photographs and precise location mapping.
- Reported that code violations have increased approximately 30 to 35 percent.
- City Manager Brock Jacobsen and City Attorney Matt Ence clarified that while the City’s policy is not to proactively disclose the name of a complainant, a formal GRAMA request could potentially require disclosure.

Parks Director, Ryan VonCannon reported:

- Reported that the annual field leveling and reseeding project at Gubler Park is underway and will continue for several weeks.
- Noted that flags are flying at half-staff by order of the Governor in honor of firefighters killed in a recent helicopter crash and will remain at half-staff until after the final interment.

Power Director, Gary Hall reported:

- Reminded the Council and relevant staff of the upcoming UAMPS conference and noted that the opening dinner will have a MASH theme.
- Reported that transmission costs have increased approximately 30 percent compared to the prior year.
- Reported that a transmission line failure on Pioneer Parkway several weeks ago was caused by a beehive that had hollowed out the interior of a utility pole, which was subsequently compromised by a microburst.
- Reported that line crews are currently pulling cable in Silver Reef and continuing preventive maintenance on aging poles and lines.

Public Works Director, Casey Stratton reported:

- Reported that crews have been actively repairing water leaks and, in preparation for the first day of school, painted crosswalks and school zones at several intersections.
- Noted that crews worked as early as 3:00 AM at the Rachel/Pioneer and Canyon View/Santa Clara Drive intersections to avoid traffic disruption.
- Reported that at the most recent Dixie MPO committee meeting, members voted to allow the City to redirect funds from the Pioneer Parkway shared-use path project to the Tuacahn Wash Trail project, pending executive committee approval.
- Reported that the committee approved narrowing the scope of the Hamlin Parkway project to the segment from Rachel Drive east to the SITLA property due to insufficient funding for the full roadway and Ivins City's withdrawal from the existing allocation.
- Noted that both the SITLA and Black Desert developments are projected to be built within two years, making the Hamlin Parkway segment a priority connection.
- Reported that the street sweeper is temporarily out of service while awaiting a part from Salt Lake City. Councilwoman Burton's subdivision is first on the list for sweeping once the equipment is back in service.

Planning Director, Jim McNulty reported:

- Reported continued progress on the Hillside Protection Overlay Zone rewrite, with meetings scheduled through September in preparation for ordinance adoption.
- Reminded the Council of the Planning Commission meeting scheduled for the following evening.
- Reported that the hillside overlay zone committee, chaired by Rick Rosenberg, is making progress toward a finalized draft ordinance.
- Noted that a presentation will be made to the City Council and Planning Commission before public hearings are scheduled.

City Manager, Brock Jacobsen reported:

- Reported staff are researching commercial street impact fee structures used by other municipalities and anticipates a future City Council discussion regarding potential changes.
- Reported that the annual audit is scheduled for the first week of September and that staff is actively preparing.
- Alerted the Council to a recent fraud attempt in which a scammer posed as the City's Planning Department and contacted a developer with fraudulent wire payment instructions.
- Reported that staff is working to communicate more clearly with builders and developers regarding the City's actual invoicing and payment procedures.
- Reminded the Council about the Utah Legacies Conference and the National League of Cities Conference in November. Councilwomen Burton and Hinton have expressed interest in attending, and other Council members were invited to notify him if they would like to participate.
- Noted that the Utah League of Cities will hold a training webinar on August 26 regarding six-member council duties and procedures.

Mayor / Council Reports

Councilman Justin Caplin noted he had received inquiries from residents regarding utility bills and indicated that further follow-up with the utilities department would be warranted. He also relayed a constituent concern that water fountains at Gubler and Heritage Parks are frequently non-operational. Director VonCannon confirmed that the fountain at Gubler Park has broken components awaiting parts and that the Heritage Park fountain would be inspected.

Councilwoman Janene Burton reported that a swim party and dinner for the Youth Council is scheduled for the following week, with approximately 10 students participating, and noted that she has been in contact with local royalty participants regarding performances at Swiss Days.

Councilwoman Christa Hinton reported that she attended a Utah League of Cities housing and land use subgroup work session, where discussions centered on HOA-related legislation expected in the coming legislative session.

Councilman Dave Pond had nothing to report, noting that his Solid Waste District board meeting was cancelled.

Councilman Mark Hendrickson reported attending the One Utah Summit at SUU, which included the graduation ceremony for the Utah Rural Leaders Academy. He noted that the Governor is actively promoting rural economic development. He, along with Director McNulty and a representative named Colette, met as an economic development committee and are moving forward with a shop local initiative planned for April in conjunction with National Shop Local.

Mayor Waite reported that he attended a city staff lunch on July 30th and intends to participate in future staff lunches more regularly. He also informed the Council that the city's current Yopify resident notification platform, which was initially funded through a Water District grant, is approaching the end of that grant period. Staff has been directed to evaluate whether to renew the subscription or pursue alternative communication tools, including a potential in-house solution.

6. Closed Meeting Session

Mayor Waite confirmed a closed meeting session at 7:33 pm.

Motion: Councilman Pond moved to go into a Closed Meeting Session to Discuss Imminent Litigation. Councilman Hendrickson seconded the motion. All in favor. Motion passed unanimously.

7. Adjournment

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

The City Council meeting was adjourned at 7:42 p.m.

Selena Nez
City Recorder

Approved: _____

**SANTA CLARA CITY COUNCIL SPECIAL WORK MEETING
WEDNESDAY, SEPTEMBER 2, 2026
MEETING MINUTES**

THE CITY COUNCIL FOR SANTA CLARA CITY, WASHINGTON, UTAH, met for a Special Work Meeting on Wednesday, September 2, 2026, at 5:00 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 Christa Hinton
Councilwoman Janene Burton
Councilman Justin Caplin

Staff Present: Brock Jacobsen, City Manager
Selena Nez, City Recorder
Matt Ence, City Attorney
Dan Cazier, Fire Chief
Casey Stratton, Public Works Director
Gary Hall, Power Director
Lance Haynie, Government Affairs Director

Planning Commission:
Shelly Harris
Kristen Walton
Logan Blake
Joby Venuti
David Clark
Tyler Gubler

Others Present: Rick Rosenberg
Melodee Finlinson
Mel Taylor

1. Call to Order

Mayor Jarett Waite called the Santa Clara City Council Special Work Meeting to order at 5:00 p.m. Present from the council were Councilman Mark Hendrickson, Councilman David Pond, Councilwoman Christa Hinton, Councilwoman Burton and Justin Caplin. Members of the Planning Commission were also in attendance and welcomed by the Mayor.

2. Working Agenda

A. General Business:

1. Discussion regarding Hillside Ordinance Update. Presented by Jim McNulty, Planning Director.

The primary presenter was Rick Rosenberg, with technical assistance from Lance, standing in for Planning Director Jim McNulty. Rosenberg opened by acknowledging that the drafting committee has been meeting nearly weekly and that the ordinance still requires further refinement, but that a scheduled deadline is expected to be met. The session was organized around two main components: a

review of the new sensitive lands mapping system and a walkthrough of key provisions in the draft ordinance text.

Rosenberg introduced a new interactive GIS-based sensitive lands map, now live on the city's website, that allows any property owner to view their parcel in relation to multiple geologic hazard layers. The map was assembled using data from the Utah Geologic Survey, other consultants, and FEMA, and includes the following layers: flood hazard zones derived from FEMA's National Flood Insurance Program maps, erosion hazard zones based on studies conducted following the 2005 flood, landslide susceptibility areas, liquefaction zones, rock fall hazard areas, expansive soil designations, Wildland Urban Interface (WUI) zones, and Areas of Critical Environmental Concern (ACEC) designated by the Bureau of Land Management.

Rosenberg walked through each layer in turn, noting the historical context behind several of them. The flood hazard layer reflects maps last updated in 2009, with another update currently in process. He noted that Santa Clara's maps are not expected to change significantly in the update, in contrast to St. George, which is facing substantial remapping challenges. He described the erosion hazard zones as reflecting areas where the river has historically traveled and where soil remains highly susceptible to erosion. The landslide layer prominently covers the rim area around the Heights, including the site of the prior active landslide that necessitated the city's acquisition of several homes and vacant lots. Rock fall hazard was noted as an existing concern in certain canyon areas, with plans to extend that layer to additional properties. Expansive soils, primarily blue clay found at depth throughout much of the city, were shown to affect large swaths of both developed and undeveloped land. The WUI layer will be addressed in a separate forthcoming ordinance rather than within the sensitive lands framework. The ACEC areas, which protect endangered plant species on BLM lands, are not anticipated to be released for development.

When all layers were displayed simultaneously, the map illustrated that a significant portion of the city is affected by one or more geologic hazards, underscoring the importance of the ordinance. Rosenberg noted the map is publicly accessible and user-friendly enough for residents to use independently when evaluating their own properties.

Rosenberg then reviewed the key provisions of the draft Sensitive Lands Ordinance, which replaces and substantially updates the prior Hillside Ordinance. The ordinance is triggered when a proposed development meets any one of four conditions: the property falls within the sensitive lands area identified on the city's adopted General Plan map; the project proposes to disturb slopes greater than 15 percent; the property is affected by a potential geologic hazard identified through geologic evaluation; or the project involves a flood plain, riparian area, wetland, or ephemeral wash with a drainage basin exceeding 0.15 square miles. The ordinance applies to new building permits, subdivisions, additions to primary structures, conditional use applications, and preliminary and final plats.

To support review of submitted development plans, the city intends to retain a qualified geotechnical engineer or geologist, either on staff or through an expanded consultant pool. Rosenberg indicated the existing engineering consultant pool is due to be rebid and will be expanded to include geotechnical specialists who are not affiliated with developers, thereby avoiding conflicts of interest. The cost of this independent city review will be borne by the applicant.

The draft ordinance establishes a Sensitive Lands Review Board, the successor to the former Hillside Review Board, comprising five members: three technical experts and two citizen representatives, all appointed by the mayor to five-year terms with a two-consecutive-term limit. Rosenberg noted that the existing Hillside Review Board has had members serving since 2012 when the original ordinance was adopted. The board's role is to serve as a recommending body to the Planning Commission, which retains land use authority for final approval of development plans.

A pre-application process is being developed to allow developers to consult with staff early, understand applicable requirements, and determine project feasibility before committing to the cost of full geologic studies. The ordinance also includes provisions for limits of disturbance, which would be staked and potentially fenced on-site during construction, grading cross-section requirements, mandatory certifications by engineers upon project completion, on-site inspection rights for the city,

and a dispute resolution mechanism allowing for an independent third-party consultant when the applicant's engineer and the city's reviewer disagree.

Slope disturbance limitations under the draft ordinance would prohibit any disturbance on slopes of 40 percent or greater, allow up to 10 percent disturbance on slopes between 30 and 40 percent, up to 50 percent on slopes between 25 and 30 percent, and allow full disturbance on slopes below 25 percent. Rosenberg noted that certain anomalies such as a small isolated rock outcrop may qualify for exemption from the 40 percent rule. A blanket exemption is also included for public infrastructure, including roadways, utility corridors, and trails.

Rosenberg explained that the ordinance will cross-reference several existing city codes, including the flood plain ordinance under Chapter 15.36 and a forthcoming geologic hazard ordinance (Chapter 15.34) being developed from a model ordinance provided by the Utah Geologic Survey. The committee is also working concurrently on revisions to the city's design and construction standards to align with the new ordinance requirements.

Councilwoman Hinton raised a concern about the makeup of the Sensitive Lands Review Board, specifically that the ordinance as drafted does not explicitly require alternate citizen members to be Santa Clara residents. Rosenberg acknowledged this was likely an oversight and agreed to raise it with the committee. Councilwoman Hinton also flagged an apparent inconsistency in a grading section that referenced both a 12-foot maximum cut height and a 10-foot exception threshold, and Rosenberg confirmed the section is still being finalized.

A substantive discussion arose around the maximum allowable retaining wall height in sensitive lands areas. Under the current city ordinance, the maximum wall height is 6 feet. The committee has been considering increasing that to a two-tiered system allowing a maximum of 16 feet total in sensitive lands areas, in recognition of the difficulty of building on steep terrain within the 6-foot constraint. Planning Commissioner Logan Blake explained that the rationale for the increase is that taller engineered walls may actually result in less overall site disturbance than the alternative of grading large open slopes. He noted that St. George recently increased its residential wall height allowance to 20 feet. Councilman Hendrickson expressed a strong preference for keeping the limit at 16 feet on aesthetic grounds, observing that taller cuts tend to produce visually prominent and unattractive results. The discussion remained unresolved as to whether an exception process should exist for commercial development or unusual terrain, with Rosenberg agreeing to bring that question back to the committee.

Councilwoman Hinton asked about the FEMA flood map modernization effort and whether changes would automatically reflect on the city's website. Rosenberg confirmed that the GIS layers are linked directly to FEMA's data and would update automatically, and that Santa Clara's maps are not expected to change materially. He contrasted Santa Clara's situation favorably with St. George, where significant development has occurred in areas that are now being mapped as 100-year flood plain, creating potential insurance and mortgage complications for existing homeowners. Rosenberg noted that the Washington County Flood Control Authority is making funds available for letter of map revisions and that he intends to pursue some of those funds to clean up longstanding mapping issues along the Santa Clara River.

Councilman Caplin asked whether the sensitive lands GIS map, when all layers are displayed, effectively covers the entire city. Rosenberg clarified that the first trigger for ordinance applicability is specifically the sensitive lands map from the adopted General Plan, not the full overlay of all geologic hazard layers, and that the existing process for requiring geotechnical reports in expansive soil areas is not changing under the new ordinance.

A member of the public Mel Taylor raised concerns about accountability when development is permitted in accordance with city ordinance but flooding or structural failure still occurs, citing a recent example from Hurricane City involving Gills Wash. Rosenberg responded that the ordinance is specifically designed to address this gap by requiring independent third-party technical review of development plans, not merely relying on the applicant's engineer. He emphasized that the city's consultant pool must include professionals with genuine expertise in the relevant hazards.

Planning Commission Chair Logan Blake reinforced that the current wall height ordinance makes hillside development practically very difficult and that the proposed increase, tied to the more rigorous sensitive lands review process, is intended to enable better-engineered and less disruptive development.

City Attorney Matt Ence added important context on the question of municipal liability, noting that responsibility in cases where development fails despite ordinance compliance is highly fact-specific and not uniform. He acknowledged the city has encountered situations ranging from cases involving sovereign immunity to situations that led to negotiated settlements. He affirmed that the process being developed represents a significant improvement in standards and that even well-designed regulatory frameworks cannot plan for every extreme event, noting that design standards are typically calibrated to the 100-year storm rather than the 1,000-year event.

Mayor Waite acknowledged that the ordinance would add cost and time to some development applications but expressed the view that requiring engineering evaluation before building in areas of known geologic risk is a reasonable and necessary cost of responsible development. Rosenberg agreed, stating that if a developer cannot afford to conduct the study to demonstrate a site is safe, the site probably should not be built on.

Mayor Waite thanked the committee, city staff, and all participants for their extensive work on the ordinance, noting the breadth of expertise involved, including geotechnical engineers, the planning director, civil engineers, and citizen representatives.

3. Adjournment

Mayor Waite adjourned the work meeting at 6:24 p.m.

Selena Nez
City Recorder

Approved: _____

**City of Santa Clara
Check Register
All Bank Accounts - 08/17/2026 to 08/17/2026**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
CASCADE COLLISION REPAIR ST	72975	RO2400481	08/17/2026	08/17/2026	500.00	DEDUCTIBLE FOR RAM PICK UP	104410-253 - VEH/EQUIP REPAIR	
					\$500.00			
					\$500.00			

**City of Santa Clara
Check Register
Checking 1889 - 08/18/2026 to 08/18/2026**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
CAZIER CUSTOM FABRICATIONS	72976	1468	07/09/2026	08/18/2026	680.00	WELD REPAIR ON STAINLESS TANK ON BRUS	494230-730 - FIRE IMPROVEMENT	
					\$680.00			
GEN DIGITAL INC - LIFELOCK	72977	10010720085	08/15/2026	08/18/2026	424.55	LIFELOCK WITH NORTH BENEFIT	102256-000 - PAYROLL DEDUCTIO	
					\$424.55			
INDEPENDENT INSPECTIONS	72978	08152026-3	08/17/2026	08/18/2026	150.00	10 INSPECTIONS	104240-370 - PROFESSIONAL SER	
					\$150.00			
LIFE ASSIST, INC	72979	2171458	07/29/2026	08/18/2026	2,085.41	MEDICAL SUPPLIES	104230-250 - OPERATING SUPPLIE	
LIFE ASSIST, INC	72979	2171754	07/28/2026	08/18/2026	2,462.50	MEDICAL SUPPLIES	104230-250 - OPERATING SUPPLIE	
LIFE ASSIST, INC	72979	2172471	07/30/2026	08/18/2026	225.98	MEDICAL SUPPLIES	104230-250 - OPERATING SUPPLIE	
LIFE ASSIST, INC	72979	2173131	07/30/2026	08/18/2026	135.18	MEDICAL SUPPLIES	104230-250 - OPERATING SUPPLIE	
					\$4,909.07			
					\$4,909.07			
PRESTON'S OFFICE SOLUTIONS	72980	134490	07/24/2026	08/18/2026	79.00	36X300 BOND 20 LB ROLL	104135-240 - OFFICE SUPPLIES	
					\$79.00			
RASMUSSEN, SCOTT & REBECCA	72981	Refund: 216604	08/12/2026	08/18/2026	586.24	Refund: 216604 - RASMUSSEN, SCOTT & REBE	531311-000 - ACCOUNTS RECEIVA	
					\$586.24			
WASHINGTON COUNTY SOLID WA	72982	212265	07/31/2026	08/18/2026	15,621.17	JULY 2026 3147 GARBAGE & 2437 BLUCAN	104430-312 - RECYCLING CHARGE	
WASHINGTON COUNTY SOLID WA	72982	212265	07/31/2026	08/18/2026	43,491.54	JULY 2026 3147 GARBAGE & 2437 BLUCAN	104430-311 - SOLID WASTE DISPO	
					\$59,112.71			
					\$59,112.71			
WESTERN UNITED ELECTRIC SU	72983	6181252	08/10/2026	08/18/2026	86.33	NEUTRAL SPOOLS FOR STOCK	535310-466 - POWER LINES/POLES	
					\$86.33			
XEROX FINANCIAL SERVICES	72984	42445747	07/28/2026	08/18/2026	311.64	FIRE XEROX LEASE - ALTA LINK C8235	104230-825 - LEASE PAYMENTS	
					\$311.64			
					\$66,339.54			

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<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
ANIXTER, INC.	72985	6740931-02	08/07/2026	08/25/2026	66.88	4/0 STINGER FOR STOCK	535310-466 - POWER LINES/POLES/	
					\$66.88			
BUCKS ACE SANTA CLARA	72986	6853	08/07/2026	08/25/2026	7.58	SNAP SPRING - ORIGINAL INVOICE 04-02-26	535310-250 - OPERATING SUPPLIES	
BUCKS ACE SANTA CLARA	72986	7270	08/12/2026	08/25/2026	120.94	PAINT WAND & DUCT TAPE	535310-250 - OPERATING SUPPLIES	
BUCKS ACE SANTA CLARA	72986	7286	08/17/2026	08/25/2026	41.97	BATTERIES FOR GENERATION BUILDING	535310-260 - BUILDING MAINTENAN	
					\$170.49			
					\$170.49			
BURROW, CHRIS	72987	COURT INTERP	08/18/2026	08/25/2026	170.00	COURT INTERPRETER 08-18-2026	104120-330 - LEGAL SERVICES	
					\$170.00			
CAZIER CUSTOM FABRICATIONS	72988	1469	07/09/2026	08/25/2026	6,500.00	BUILD CUSTOM FORCIBLE ENTRY DOOR & INST	104230-730 - IMPROVEMENTS	
					\$6,500.00			
DEPARTMENT OF HEALTH	72989	26H5001360	07/13/2026	08/25/2026	8,052.69	AMBULANCE ASSESSMENT - SFY 2026 Q4	104230-370 - PROFESSIONAL SERVI	
					\$8,052.69			
DIXIE LUMBER & HARDWARE, INC	72990	2507-222109	08/17/2026	08/25/2026	159.40	18 X 1-3/4 BEAM - DUMP TRUCK	104410-253 - VEH/EQUIP REPAIR	
					\$159.40			
INDEPENDENT INSPECTIONS	72991	08222026-4	08/24/2026	08/25/2026	115.00	3 RESIDENTIAL 4 COMMERCIAL INSPECTIONS	104240-370 - PROFESSIONAL SERVI	
					\$115.00			
INDIREX, LLLP DBA ATEC INDIREX	72992	SO-115283	08/25/2026	08/25/2026	1,801.58	SWAMP COOLER PADS FOR GENERATOR 2 - O	535310-630 - O & M GENERATORS	
					\$1,801.58			
INTERMOUNTAIN HEALTH	72993	600041091	08/12/2026	08/25/2026	1,174.14	KORBIN SCHIMBECK AND BRIAN FLETCHER - B	104230-350 - MEDICAL & DRUG TEST	
					\$1,174.14			
NEW WAVE CONSTRUCTION	72994	Refund: 2005450	08/19/2026	08/25/2026	26.41	Refund: 2005450 - NEW WAVE CONSTRUCTION	531311-000 - ACCOUNTS RECEIVABL	
					\$26.41			
SIDDONS-MARTIN EMERGENCY	72995	700-SIV0070321	08/24/2026	08/25/2026	120.00	FDX -TECGEN DETACHABLE NAME	104230-250 - OPERATING SUPPLIES	
					\$120.00			
SUNRISE ENGINEERING, LLC	72996	ARIV1015156	08/11/2026	08/25/2026	1,918.75	SANTA CLARA MISC SUBDIVISION REEVIEW	104410-320 - ENGINEERING SERVIC	
SUNRISE ENGINEERING, LLC	72996	ARIV1015158	08/11/2026	08/25/2026	1,800.00	WESTERN CORRIDOR ALIGNMENT STUDY	104410-320 - ENGINEERING SERVIC	
SUNRISE ENGINEERING, LLC	72996	ARIV101557	08/11/2026	08/25/2026	1,062.00	SANTA CLARA MISC STORM WATER	545410-320 - ENGINEERING SERVIC	
					\$4,780.75			
					\$4,780.75			
VEHICLE LIGHTING SOLUTIONS I	72997	2066	07/28/2026	08/25/2026	22,780.60	EVS UTAH STATE CONTRACT MA4055 - EVS BK	104230-453 - WILDLAND FIRE	
					\$22,780.60			
YOCUM, KELTON DAVIS	72998	265200464	08/21/2026	08/25/2026	180.00	BAIL / BOND REFUND	102560-000 - BAIL & RESTITUTION	
					\$180.00			
					\$46,097.94			

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ALLRED, SURREY	72999	AMERICA 250 Y	09/01/2026	09/02/2026	15.00	AMERICAN 250 YOUTH ART CONTEST	104652-603 - AMERICA250	
					\$15.00			
AVENUE CONSULTANTS	73000	14480	06/08/2026	09/02/2026	2,012.50	CLARY HILLS DRIVE CONTROL ANALYSIS - AVE	104410-320 - ENGINEERING SERVIC	
					\$2,012.50			
BRINGHURST, JORDAN	73001	AMERICA 250 Y	09/01/2026	09/02/2026	50.00	2ND PLACE YOUTH ART CONTEST	104652-603 - AMERICA250	
					\$50.00			
BROWN, PORTER	73002	AMERICA 250 Y	09/01/2026	09/02/2026	15.00	AMERICA 250 YOUTH ART CONTEST	104652-603 - AMERICA250	
					\$15.00			
BUCKS ACE SANTA CLARA	73003	7243	08/04/2026	09/02/2026	14.36	CLAMP	104410-250 - OPERATING SUPPLIES	
BUCKS ACE SANTA CLARA	73003	7302	08/20/2026	09/02/2026	20.99	GIGASTONE KIT	535310-240 - OFFICE SUPPLIES	
					\$35.35			
					\$35.35			
CITY OF ST GEORGE - S	73004	AUGUST 2026 -	09/01/2026	09/02/2026	51,130.90	3166 SEWER CONNECTIONS - AUGUST 2026	525210-945 - SEWER TREATMENT -	
					\$51,130.90			
CIVICPLUS LLC	73005	370185	07/31/2026	09/02/2026	5,398.36	SOCIAL MEDIA ARCHIVING SUBSCRIPTON	104135-211 - SOFTWARE SUBSCRIP	
					\$5,398.36			
DR. ROBERT R. FOSTER, D.O. P.C.	73006	SEPTEMBER 20	09/01/2026	09/02/2026	1,200.00	MEDICAL SERVICES DIRECTOR	104230-370 - PROFESSIONAL SERVI	
					\$1,200.00			
ERICKSON, M. RICK	73007	AUGUST 2026 -	09/01/2026	09/02/2026	1,850.00	CITY PROSECUTOR AUGUST 2026	104120-330 - LEGAL SERVICES	
					\$1,850.00			
ESCOBAR, OLIVER	73008	AMERICA 250 Y	09/01/2026	09/02/2026	15.00	AMERICA 250 YOUTH ART CONTEST	104652-603 - AMERICA250	
					\$15.00			
FREEDOM MAILING SERVICES, IN	73009	53677	08/26/2026	09/02/2026	2,303.84	BILL PROCESSING	104130-370 - PROFESSIONAL SERVI	
					\$2,303.84			
GOMEZ, OLIVIA	73010	AMERICA 250 Y	08/31/2026	09/02/2026	100.00	1ST PLACE AWARD	104652-603 - AMERICA250	
					\$100.00			
GRANITE DATA SOLUTONS	73011	IN107397-1	08/28/2026	09/02/2026	5,782.33	KASM WORKSPACE - SERVICE CONTRACT	104135-211 - SOFTWARE SUBSCRIP	
					\$5,782.33			
HYDRO SPECIALTIES COMPANY	73012	31202	08/14/2026	09/02/2026	1,927.20	BADGER METER - IRON CABLE - GALLONS	515110-461 - WATER METERS	
					\$1,927.20			
L.N. CURTIS & SONS	73013	INV1088466	09/01/2026	09/02/2026	1,782.00	FF GEAR / CLOTHING	104230-135 - UNIFORMS	
L.N. CURTIS & SONS	73013	INV1097336	09/01/2026	09/02/2026	1,812.00	FF GEAR / CLOTHING	104230-453 - WILDLAND FIRE	
L.N. CURTIS & SONS	73013	INV1097719	09/01/2026	09/02/2026	2,893.00	FF GEAR	104230-453 - WILDLAND FIRE	
L.N. CURTIS & SONS	73013	INV1099027	09/01/2026	09/02/2026	508.00	FF GEAR / CLOTHING	104230-453 - WILDLAND FIRE	
L.N. CURTIS & SONS	73013	INV1100319	09/01/2026	09/02/2026	790.00	FF GEAR / CLOTHING	104230-135 - UNIFORMS	
					\$7,785.00			
					\$7,785.00			
MEDPRO DISPOSAL	73014	1783267	09/01/2026	09/02/2026	283.02	MEDICAL WASTE REMOVAL	104230-370 - PROFESSIONAL SERVI	
					\$283.02			

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<u>Payee Name</u>	<u>Reference Number</u>	<u>Invoice Number</u>	<u>Invoice Ledger Date</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Description</u>	<u>Ledger Account</u>	<u>Activity Code</u>
MEHR, MCKENNA	73015	AMERICA 250 Y	09/01/2026	09/02/2026	15.00	AMERICA 250 YOUTH ART CONTEST	104652-603 - AMERICA250	
					\$15.00			
ORAN, ELI	73016	AMERICA 250 Y	09/01/2026	09/02/2026	15.00	AMERICA 250 YOUTH ART CONTEST	104652-603 - AMERICA250	
					\$15.00			
RODRIGUEZ, ANA	73017	AMERICA 250 Y	09/01/2026	09/02/2026	15.00	AMERICA 250 YOUTH ART CONTEST	104652-603 - AMERICA250	
					\$15.00			
SIDDONS-MARTIN EMERGENCY	73018	321-SIV0070445	08/25/2026	09/02/2026	1,029.58	HUBCAP KIT 4 PIECE	104230-253 - REPAIRS & MAINTENA	
					\$1,029.58			
SOUTHERN UTAH GRADE & PAVE	73019	1821	08/25/2026	09/02/2026	19,130.00	LAVA COVE PATCH	104410-414 - ROAD MATERIAL & SUP	
					\$19,130.00			
UTAH VALLEY UNIVERSITY/BUS.O	73020	AC30703	08/10/2026	09/02/2026	75.00	SKILLS EXAM - TIMOTHY MAYHEW	104230-360 - TRAINING	
					\$75.00			
WAINWRIGHT, CONRAD	73021	AMERICA 250 Y	09/01/2026	09/02/2026	25.00	3RD PLACE AMERICA 250 YOUTH ART CONTEST	104652-603 - AMERICA250	
					\$25.00			
WASH. CO. FLOOD CONTROL DIS	73022	AUGUST 2026 -	09/01/2026	09/02/2026	5,170.50	AUGUST 2026 FLOOD CONTROL #3447	545410-770 - FLOOD CONTROL DIST.	
					\$5,170.50			
WESTERN UNITED ELECTRIC SU	73023	6177890	07/02/2026	09/02/2026	1,121.83	CURVED WASHERS AND SERVICE WEDGES FO	535310-466 - POWER LINES/POLES/	
WESTERN UNITED ELECTRIC SU	73023	6183251	08/31/2026	09/02/2026	134.50	EYE BOLTS FOR STOCK	535310-466 - POWER LINES/POLES/	
					\$1,256.33			
					\$1,256.33			
WESTON, ROXY	73024	AMERICA 250 Y	09/01/2026	09/02/2026	50.00	2ND PLACE AMERICA 250 YOUTH ART CONTEST	104652-603 - AMERICA250	
					\$50.00			
WESTON, VERONICA	73025	AMERICA 250 Y	09/01/2026	09/02/2026	100.00	1ST PLACE AMERICA 250 YOUTH ART CONTEST	104652-603 - AMERICA250	
					\$100.00			
YOUNG, ANDREW	73026	AMERICA 250 Y	09/01/2026	09/02/2026	25.00	AMERICA 250 YOUTH ART CONTEST	104652-603 - AMERICA250	
					\$25.00			
YOUNG, GIDEON	73027	AMERICA 250 Y	09/01/2026	09/02/2026	25.00	AMERICA 250 YOUTH ART CONTEST	104652-603 - AMERICA250	
					\$25.00			
YOUNG, JENELLE	73028	AMERICA 250 Y	09/01/2026	09/02/2026	25.00	AMERICA 250 YOUTH ART CONTEST	104652-603 - AMERICA250	
					\$25.00			
					\$106,859.91			

Mayor

Jarett Waite

City Manager

Brock Jacobsen



City Council

Christa Hinton

Dave Pond

Janene Burton

Mark Hendrickson

Justin Caplin

CITY COUNCIL

Meeting Date: September 9, 2026

Agenda Item: 2

Applicant: Casey Stratton

Requested by: Casey Stratton

Subject: Abandon Easement 26

Description:

Resolution to abandon easement 26 on Neil Walters property.

Recommendation: Approval

Attachments: N/A

Cost: N/A

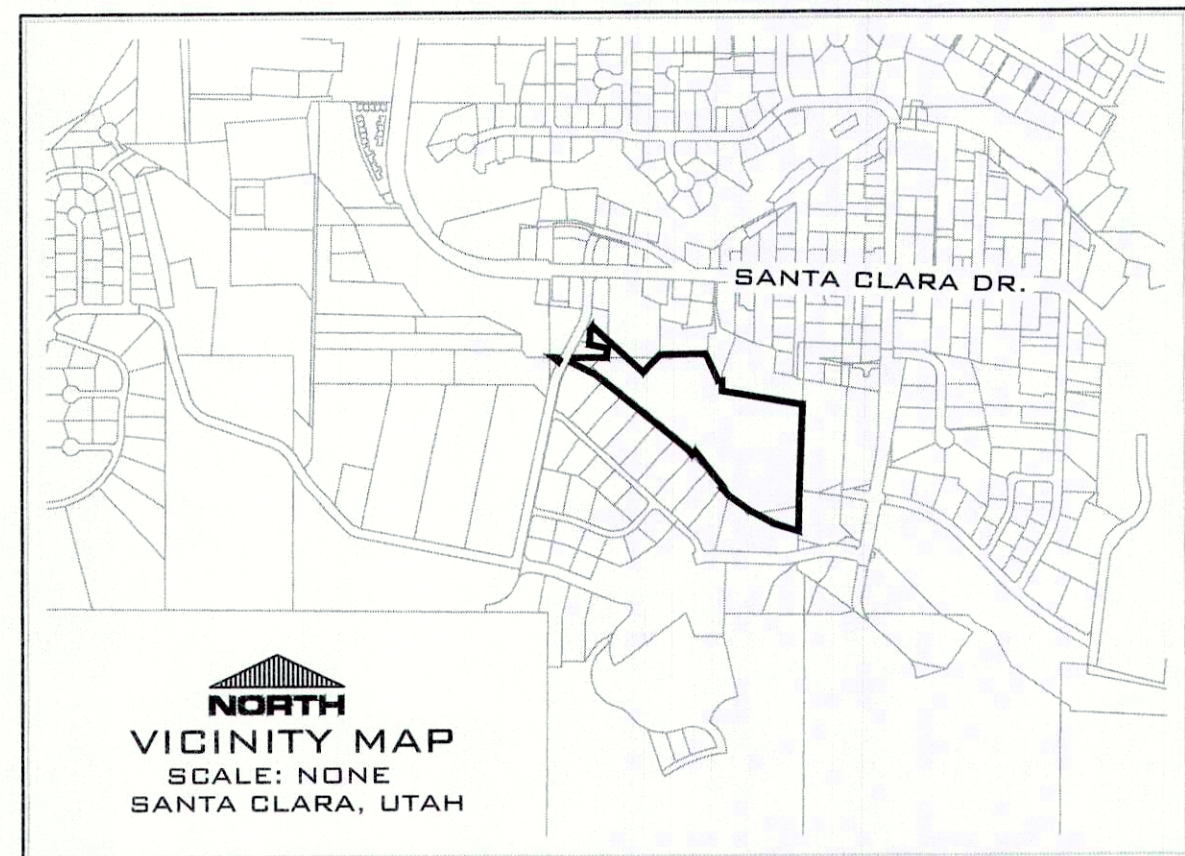
Legal Approval: N/A

Finance Approval: N/A

Budget Approval: N/A

**SANTA CLARA
CREEK
PROPERTIES LLC**
PARCEL No. SC-30-B

	EXISTING WATER TAP
	EXISTING ELECTRICAL BOX
	EXISTING COMMUNICATION BOX
	COMMUNICATION MANHOLE
	EXISTING CATCH BASIN
	EXISTING SEWER MANHOLE
	EXISTING WATER VALVE
	EXISTING POWER POLE
	EXISTING FIRE HYDRANT
	EXISTING STORM DRAIN MANHOLE
	EXISTING LIGHT POLE
	EXISTING IRRIGATION MANHOLE
	EXISTING GAS VALVE
	EXISTING ELECTRICAL BOX
	EXISTING ELEC. TRANSFORMER
	EXISTING GUY WIRE
	EXISTING IRRIGATION VALVE
●	SET CORNER - 5/8" X 20" REBAR & PLASTIC CAP - ROSENBERG ASSOCIATES OR AS NOTED
○	NOTHING SET OR FOUND
●	FOUND ROSENBERG ASSOCIATES UNLESS NOTED
	FOUND SECTION MONUMENTATION AS SHOWN AND DESCRIBED
●	SET CORNER - 5/8" X 20" REBAR & PLASTIC CAP - ROSENBERG ASSOCIATES
	FOUND SURVEY CONTROL MONUMENT - CLASS I
—X—	EXISTING FENCE LINE
—○—	EXISTING OVERHEAD POWER LINE



THIS SURVEY WAS CONDUCTED AT THE REQUEST OF THE CLIENT TO PROVIDE AN ALTA/NSPS LAND TITLE SURVEY. THE BASIS OF BEARING IS AS NOTED. PROPERTY CORNERS WERE SET WITH A 5/8" REBAR AND CAP (ROSENBERG ASSOCIATES) OR NAIL AND WASHER WHERE APPLICABLE.

I HEREBY CERTIFY TO GRANITE PEAKS INVESTMENTS, LLC, A UTAH LIMITED LIABILITY COMPANY, SOUTHERN UTAH TITLE & OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2026 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, INCLUDING ITEMS 1, 3, 4 & 5 OF TABLE A. THE FIELD WORK WAS COMPLETED ON JULY 10, 2026.

BRANDON E. ANDERSON

CERTIFICATE NO. 4938716

PREPARED PURSUANT TO SOUTHERN UTAH TITLE, COMMITMENT DATE JUNE 24, 2026 COMMITMENT NO. 239017.

ITEM 3: FLOOD ZONE CLASSIFICATION - THE SURVEYED PARCEL IS LOCATED WITHIN ZONE "X" "AE" AND THE REGULATORY FLOODWAY. "X" WHICH IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", "AE" BASE FLOOD ELEVATIONS DETERMINED - THE FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF OBSTRUCTIONS TO FLOODWAY FLOW. A FLOODWAY FLOOD CAN BE MAINTAINED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS, AND SUCH FLOOD CONDITION IS SHOWN ON THE FEDERAL FLOOD INSURANCE RATE MAPS, COMMUNITY NO. 49053C007686, DATED APRIL 2, 2009.

NOTE: SAID ZONE DETERMINED BY DEPICTED SCALE MAP LOCATION AND GRAPHIC PLOTTING ONLY

ITEM 4: THE TOTAL GROSS AREA OF THE SITE IS 11.40 ACRES.

ITEM 5: VERTICAL RELIEF WITH THE SOURCE OF INFORMATION (UAV SURVEY), CONTOUR INTERVAL = 1 FOOT
DATUM NAVD 88. BENCHMARK IS THE QUARTER CORNER OF SECTIONS 16-17 T.42S., R.16W., S.L.B.&M.

PARCEL 1:

BEGINNING AT A POINT ON THE EASTELY LINE OF GATES LANE, SAID POINT BEING THE NORTHERLY CORNER OF THE SYCAMORES AT SANTA CLARA PHASE 1A; SAID POINT ALSO BEING SOUTH 00°30'11" WEST 211.15 FEET ALONG THE SECTION LINE OF SAID SYCAMORES AT SANTA CLARA PHASE 1A; THENCE NORTH 00°00'00" WEST 161.16 FEET TO THE POINT OF BEGINNING OF THE L&B BASE & MERIDIAN, AND RUNNING: THENCE NORTH 27°32'36" EAST 22.95 FEET ALONG SAID EASTELY LINE OF GATES LANE TO THE CENTER SECTION LINE; THENCE SOUTH 89°35'38" EAST 182.85 FEET ALONG SAID CENTER SECTION LINE; THENCE SOUTH 00°00'00" WEST 161.16 FEET TO THE POINT OF BEGINNING OF THE L&B BASE & MERIDIAN; THENCE NORTH 02°42'30" EAST 142.89 FEET TO SAID EASTELY LINE OF GATES LANE; THENCE NORTHERLY THE FOLLOWING (3) CURVES ALONG SAID EASTELY LINE OF GATES LANE; THENCE NORTH 97.54 FEET ALONG SAID EASTELY LINE OF GATES LANE TO THE POINT OF BEGINNING OF THE L&B BASE & MERIDIAN; THENCE NORTH 00°00'00" WEST 75.6 FEET TO THE POINT OF BEGINNING OF THE L&B BASE & MERIDIAN; THENCE LONG CHORD BEARS NORTH 08°44'13" EAST 57.43 FEET WITH A CENTRAL ANGLE OF 11°59'15" THENCE NORTH 02°44'35" EAST 125.05 FEET; THENCE NORTHEAST 45.73 FEET ALONG AN ARC OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 00°00'00" WEST 161.16 FEET) TO THE POINT OF BEGINNING OF THE L&B BASE & MERIDIAN; THENCE NORTH 89°14'55" TO THE POINT OF BEGINNING OF THE L&B BASE & MERIDIAN; THENCE SOUTH 00°00'00" WEST 228.50 FEET ALONG SAID SOUTHERLY LINE OF SANTA CLARA DRIVE; THENCE SOUTH 88°00'00" EAST 228.50 FEET ALONG SAID SOUTHERLY LINE OF SANTA CLARA DRIVE; THENCE SOUTH 03°11'55" WEST 90.70 FEET; THENCE SOUTH 65°15'11" WEST 100.00 FEET; THENCE SOUTH 00°00'00" WEST 100.00 FEET; THENCE SOUTH 00°00'00" WEST 7.10 FEET; THENCE SOUTH 00°19'26" WEST 187.83 FEET; THENCE NORTH 89°17'01" EAST 237.71 FEET; THENCE SOUTH 24°27'28" EAST 156.17 FEET; THENCE NORTH 88°44'25" EAST 21.68 FEET; THENCE NORTH 00°00'00" WEST 100.00 FEET; THENCE NORTH 00°00'00" WEST 100.00 FEET; THENCE NORTH 02°08'59" WEST 493.81 FEET; THENCE SOUTH 01°23'54" WEST 163.42 FEET; THENCE NORTH 72°39'18" WEST 132.14 FEET; THENCE NORTH 61°36'54" WEST 147.44 FEET; THENCE NORTH 54°55'00" WEST 132.14 FEET; THENCE NORTH 00°00'00" WEST 100.00 FEET; THENCE NORTH 00°00'00" WEST 100.00 FEET; THENCE NORTHERLY TO THE SYCAMORES AT SANTA CLARA PHASE 1C AND TO AND ALONG SAID THE SYCAMORES AT SANTA CLARA PHASE 1A; THENCE NORTHWESTERLY THE FOLLOWING (2) CURVES ALONG SAID NORTHERLY LINE OF SAID THE SYCAMORES AT SANTA CLARA PHASE 1A; THENCE NORTH 50°00'00" WEST 614.91 FEET; THENCE NORTH 62°27'24" WEST 100.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT BEING NORTH 00°33'01" EAST 1,244.24 FEET ALONG THE SECTION LINE AND EAST 486.09 FEET FROM THE NORTHWEST OF THE SOUTHWEST OF THE SOUTHWEST QUARTER CORNER OF SECTION 16, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 46°19'51" WEST 356.03 FEET; THENCE NORTHWESTERLY 23.96 FEET ALONG AN ARC OF 58.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 43°09'41" WEST, LONG CHORD BEARS NORTH 54°35'42" WEST 23.89 FEET WITH A CENTRAL ANGLE OF 15°30'47"); THENCE SOUTHWESTERLY 7.12 FEET ALONG AN ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 54°35'42" WEST 23.89 FEET WITH A CENTRAL ANGLE OF 15°30'47"); THENCE SOUTHWESTERLY 20.23'43" TO THE EASTERLY LINE OF GATES LAKE AS FOUND ON FILE AT THE WASHINGTON COUNTY RECORDER'S OFFICE AS ENTRY NO. 20080010771 ; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF GATES LAKE THE FOLLOWING (3) COURSES; THENCE NORTHERLY 98.50 FEET ALONG AN ARC OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 20°31'18" EAST, LONG CHORD BEARS NORTH 12°59'43" EAST 97.89 FEET WITH A CENTRAL ANGLE OF 20°31'18"); THENCE NORTH 02°44'35" EAST 125.06 FEET; THENCE NORTHEASTERLY 46.73 FEET ALONG AN ARC OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 87°52'25" EAST, LONG CHORD BEARS SOUTH 87°52'25" EAST 46.73 FEET WITH A CENTRAL ANGLE OF 90°00'00"); THENCE NORTHERLY LINE OF SANTA CLARA DRIVE; THENCE SOUTH 88°00'00" EAST 228.50 FEET ALONG SAID SOUTHERLY LINE OF SANTA CLARA DRIVE; THENCE SOUTH 03°11'55" WEST 90.70 FEET; THENCE SOUTH 65°19'05" EAST 102.41 FEET; THENCE SOUTH 00°13'15" WEST 59.28 FEET; THENCE SOUTH 43°09'41" WEST 60.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT BEING ON THE NORTHWESTERLY CORNER OF THE SYCAMORES AT SANTA CLARA
 PHASE 1C, AS FOUND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, ENTRY NO.
 2020009507, SAID POINT BEING SOUTH 89°35'38" EAST 740.89 FEET ALONG THE SECTION LINE
 AND SOUTH 503.50 FEET FROM THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 16N, RANGE
 10E, WEST 1/4, 34TH N. & 10TH E. MERIDIAN, 4" EAST 33.35 FEET; THENCE SOUTH 33°35'
 FEET; THENCE SOUTH 38°23'11" EAST 233.23 FEET; THENCE SOUTH 40°14'42" WEST 9.80 FEET TO
 THE NORTHEASTERLY CORNER OF THE SYCAMORES AT SANTA CLARA PHASE 1B, AS FOUND ON FILE WITH
 THE WASHINGTON COUNTY RECORDER'S OFFICE, ENTRY NO. 2000000644, SAID CORNER BEING
 1/4" EAST 231.89 FEET ALONG THE NORTHEASTERLY LINE SAID PHASE 1B & PHASE 1C TO THE
 POINT OF BEGINNING.

PARCEL 2:
BEGINNING AT A POINT ON THE WESTERLY LINE OF GATES LANE, SAID BEING SOUTH 00°33'01" WEST
21.74 FEET ALONG THE SECTION LINE AND EAST 45.60 FEET FROM THE WEST QUARTER CORNER OF
S 16, T 5 S, R 12 S, RANGE 16 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING
THENCE NORTH 51°17'59" WEST 34.56 FEET TO THE CENTER SECTION LINE; THENCE SOUTH 89°35'38"
EAST 38.10 FEET ALONG SAID CENTER SECTION LINE TO THE WESTERLY LINE OF GATES LANE; THENCE
SOUTH 89°32'36" WEST 24.05 FEET ALONG SAID WESTERLY LINE OF GATES LANE TO THE POINT OF
BEGINNING.

ITEM 13: SUBJECT TO A JOINT-USE RIGHT-OF-WAY IN FAVOR OF ELVED WILLIAMS AND MARLENE A. WILLIAMS, HUSBAND AND WIFE, AS JOINT TENANTS AS ENTRY NO. 152874, IN BOOK 130, AT PAGE 310, OFFICIAL WASHINGTON COUNTY RECORDS. - ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT

ITEM 14: SUBJECT TO AN EASEMENT IN FAVOR OF CALIFORNIA-PACIFIC UTILITIES COMPANY, FOR AN EASEMENT, AS ENTRY NO. 153658, IN BOOK 132 AT PAGE 396, OFFICIAL WASHINGTON COUNTY RECORDS. - PLOTTED

ITEM 15: SUBJECT TO A RIGHT-OF-WAY EASEMENT IN FAVOR OF CALIFORNIA-PACIFIC UTILITIES COMPANY, ENTRY NO. **153659** , IN BOOK 132, AT PAGE 397, OFFICIAL WASHINGTON COUNTY RECORDS. - **PLOTTED**

ITEM 16: SUBJECT TO THE TERMS AND CONDITIONS AS SET FORTH IN THAT CERTAIN BOUNDARY AGREEMENT AND QUIT CLAIM DEED, ENTRY NO. **659607**, IN BOOK 1344 AT PAGE(S) 1556 - 1563, OFFICIAL WASHINGTON COUNTY RECORDS. - PLOTTED

ITEM 17: SUBJECT TO A PERPETUAL IRRIGATION LINE AND FIBEROPTIC CONDUIT EASEMENT IN FAVOR OF THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, ENTRY NO. 856544 , IN BOOK 1603 AT PAGE(S) 1815 - 1817, OFFICIAL WASHINGTON COUNTY RECORDS. - PLOTTED

ITEM 18: SUBJECT TO A PERPETUAL IRRIGATION LINE AND FIBEROPTIC CONDUIT EASEMENT IN FAVOR OF THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, ENTRY NO. **856545**, IN BOOK 1603 AT PAGE(S) 1818 - 1820, OFFICIAL WASHINGTON COUNTY RECORDS. - DOES NOT AFFECT

ITEM 19: SUBJECT TO THE EFFECT OF A PERPETUAL IRRIGATION LINE EASEMENT IN FAVOR OF NEW SANTA CLARA FIELD CANAL COMPANY, ENTRY NO. **861080**, IN BOOK 1610, AT PAGES 322-324, OFFICIAL WASHINGTON COUNTY RECORDS. - **PLOTTED**

ITEM 20: SUBJECT TO THE EFFECT OF A PERPETUAL IRRIGATION LINE EASEMENT IN FAVOR OF NEW SANTA CLARA FIELD CANAL COMPANY, ENTRY NO. 861097, IN BOOK 1610 AT PAGE(S) 361 - 362, OFFICIAL WASHINGTON COUNTY RECORDS. - DOES NOT AFFECT

ITEM 21; SUBJECT TO THE EFFECT OF A PERPETUAL IRRIGATION LINE EASEMENT IN FAVOR OF NEW SANTA CLARA FIELD CANAL COMPANY, ENTRY NO. 865621 , IN BOOK 1616 AT PAGES 767-769, OFFICIAL WASHINGTON COUNTY RECORDS. - PLOTTED

ITEM 22: SUBJECT TO THE EFFECT OF A PERPETUAL IRRIGATION LINE EASEMENT IN FAVOR OF NEW SANTA CLARA FIELD CANAL COMPANY AND THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, ENTRY NO. 869285 , IN BOOK 1621 AT PAGE(S) 2602 - 2603, OFFICIAL WASHINGTON COUNTY RECORDS. - PLOTTED

ITEM 24: SUBJECT TO A PERPETUAL PUBLIC UTILITY, DRAINAGE AND STREAMBANK STABILIZATION EASEMENT IN FAVOR OF WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, A POLITICAL SUBDIVISION, AND THE CITY OF SANTA CLARA, A UTAH MUNICIPAL CORPORATION, ENTRY NO. 999260 , IN BOOK 1837 AT PAGE(S) 1146-1147, OFFICIAL WASHINGTON COUNTY RECORDS. -
PLOTTED

ITEM 25: SUBJECT TO EFFECT OF A PERPETUAL PUBLIC UTILITY, DRAINAGE AND STREAMBANK STABILIZATION EASEMENT IN FAVOR OF WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, A UTAH POLITICAL SUBDIVISION, AND THE CITY OF SANTA CLARA, A UTAH MUNICIPAL CORPORATION, ENTRY NO. **999262** , IN BOOK 1837 AT PAGE(S) 1150 - 1151, PLOTTED WASHINGTON COUNTY RECORDS. - PLOTTED

ITEM 26: SUBJECT TO A PERPETUAL PUBLIC UTILITY, DRAINAGE AND STREAMBANK STABILIZATION EASEMENT IN FAVOR OF WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, A UTAH POLITICAL SUBDIVISION, AND THE CITY OF SANTA CLARA, A UTAH MUNICIPAL CORPORATION, AS ENTRY NO. 999264, IN BOOK 1837 AT PAGE(S) 1156 - 1157, OFFICIAL WASHINGTON COUNTY RECORDS. - PLOTTED

ITEM 28: SUBJECT TO A PUBLIC UTILITY EASEMENT IN FAVOR OF SANTA CLARA CITY, DOC NO. 20060011497, OFFICIAL WASHINGTON COUNTY RECORDS. - PLOTTED, DOES NOT AFFECT

ITEM 29: THE EFFECT OF RE: RIGHT OF WAY FOR ROAD, EXECUTED BY PRESIDIO CAPITAL, LLC, DOC. NO. 20060046955, OFFICIAL WASHINGTON COUNTY RECORDS. - DOES NOT AFFECT THE PARCEL

ITEM 30: SUBJECT TO A FLOOD CONTROL EASEMENT IN FAVOR OF THE CITY OF SANTA CLARA, A UTAH MUNICIPAL CORPORATION, DOC NO. [20130036096](#) , OFFICIAL WASHINGTON COUNTY RECORDS. *PLOTTED*

ITEM 31: SUBJECT TO A FLOOD CONTROL EASEMENT IN FAVOR OF THE CITY OF SANTA CLARA, A UTAH MUNICIPAL CORPORATION, DOC NO. 20130036097 , OFFICIAL WASHINGTON COUNTY RECORDS - PLOTTED

ITEM 34: SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN EASEMENT FOR INGRESS AND EGRESS, AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN GRANT OF EASEMENT, RECORDED JANUARY 8, 2026, AS DOC. NO. 20260000887 , OFFICIAL WASHINGTON COUNTY RECORDS. (AFFECTS PARCEL 1) - PLOTTED

ITEM 35: SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN EASEMENT FOR INGRESS AND EGRESS, AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN GRANT OF EASEMENT, RECORDED JANUARY 8, 2026, AS DOC. NO. 20260000888 , OFFICIAL WASHINGTON COUNTY RECORDS. (AFFECTS PARCEL 1) - PLOTTED

ROSENBERG
A S S O C I A T E S
CIVIL ENGINEERS • LAND SURVEYORS

ALTA/NSPS LAND TITLE SURVEY FOR NAI EXCEL

Mayor

Jarett Waite

City Manager

Brock Jacobsen



City Council

Christa Hinton

Dave Pond

Janene Burton

Mark Hendrickson

Justin Caplin

CITY COUNCIL

Meeting Date: September 9, 2026

Agenda Item: 3

Applicant:

Requested by: Casey Stratton

Subject: Add access easement

Description:

Request to approve addition of an access easement for river and Chapel bridge repairs and maintenance

Recommendation: Approval

Attachments: N/A

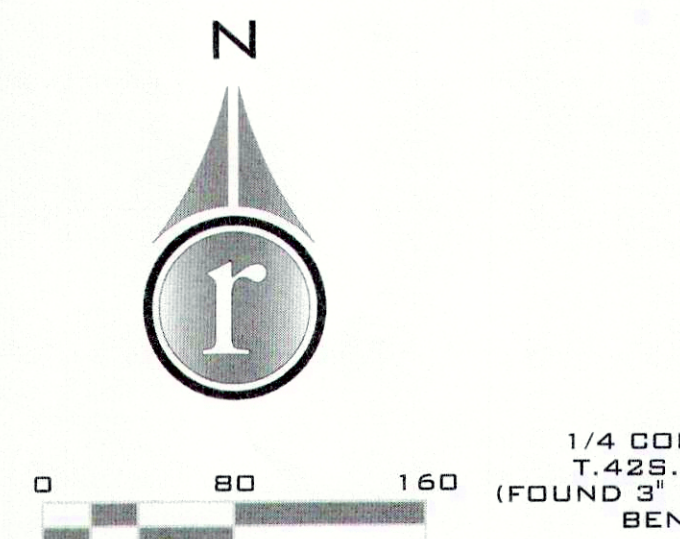
Cost: N/A

Legal Approval: N/A

Finance Approval: N/A

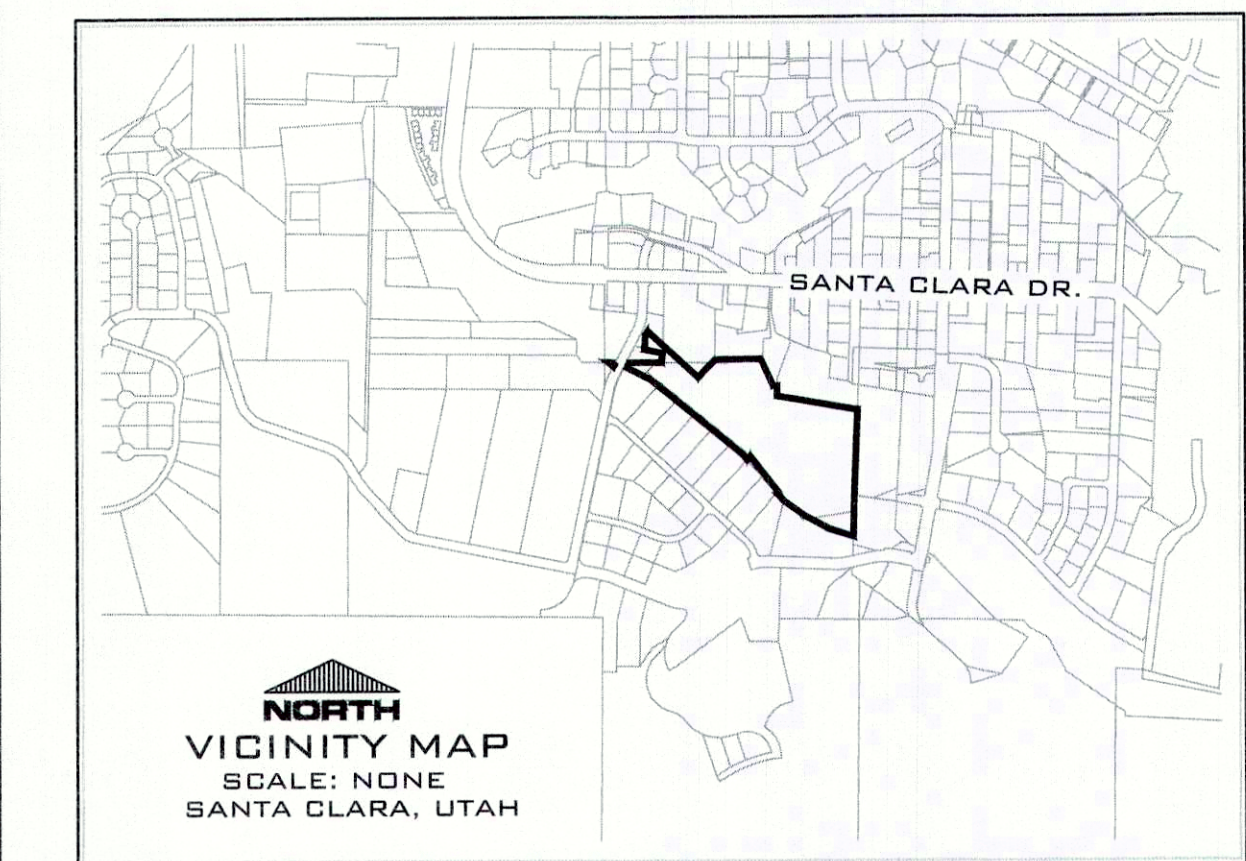
Budget Approval: N/A

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	49.60'	N 6°00'00" E
L2	94.94'	N 78°17'30" W
L3	105.39'	N 2°42'30" E
L4	24.06'	N 27°32'36" E
L5	38.10'	N 89°35'38" W
L6	34.56'	S 51°17'59" E
L7	60.00'	N 43°09'41" E
L8	70.01'	N 44°16'08" E
L9	21.68'	N 88°44'25" E
L10	53.54'	S 0°01'40" E
L11	21.98'	N 27°32'36" E

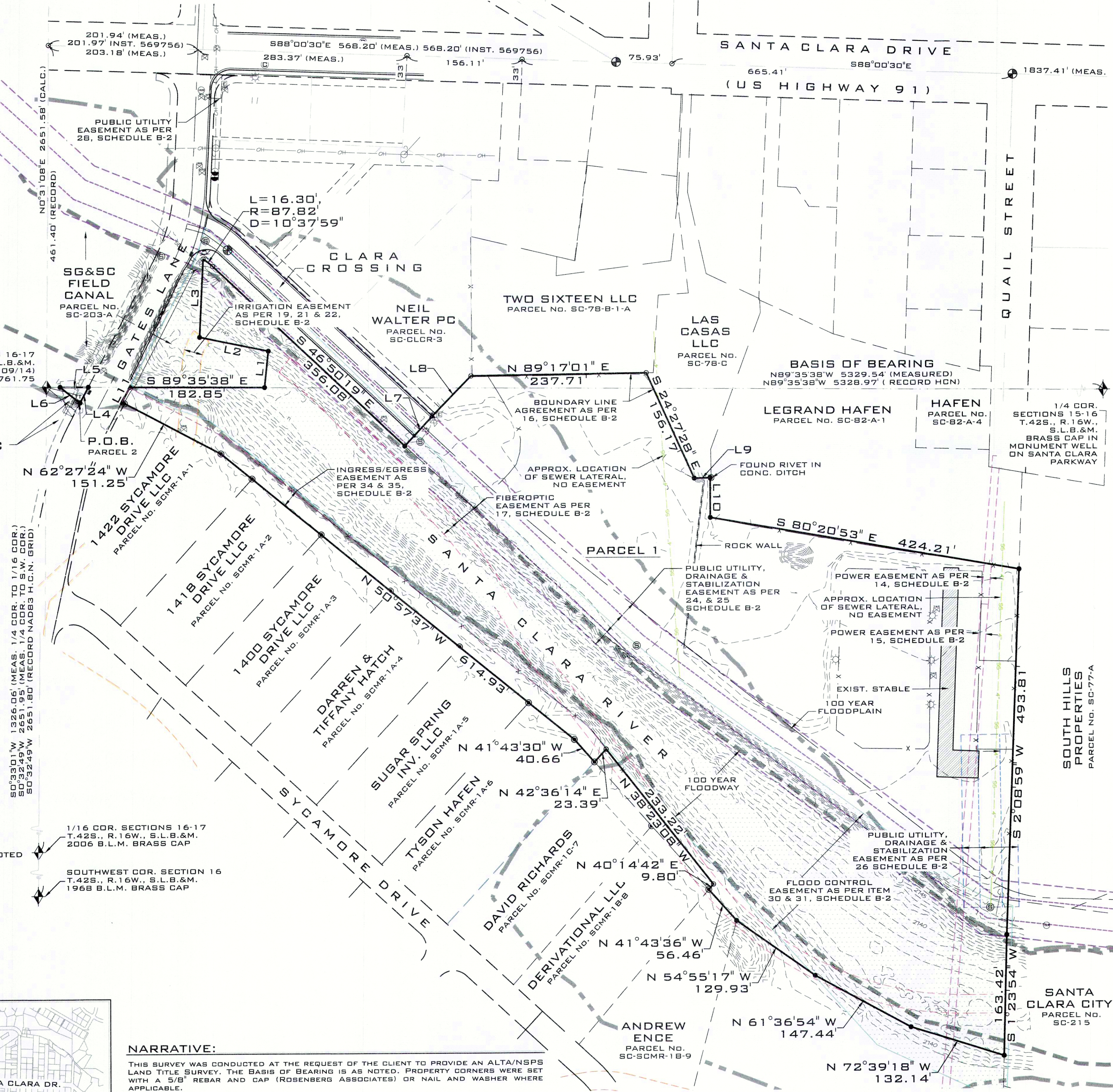


SANTA CLARA CREEK PROPERTIES LLC
PARCEL NO. SC-30-B

- LEGEND:**
- ⊗ EXISTING WATER TAP
 - ⊕ EXISTING ELECTRICAL BOX
 - ⊙ EXISTING COMMUNICATION BOX
 - ⊕ COMMUNICATION MANHOLE
 - ⊕ EXISTING CATCH BASIN
 - ⊕ EXISTING SEWER MANHOLE
 - ⊕ EXISTING WATER VALVE
 - ⊕ EXISTING POWER POLE
 - ⊕ EXISTING FIRE HYDRANT
 - ⊕ EXISTING STORM DRAIN MANHOLE
 - ⊕ EXISTING LIGHT POLE
 - ⊕ EXISTING IRRIGATION MANHOLE
 - ⊕ EXISTING GAS VALVE
 - ⊕ EXISTING ELECTRICAL BOX
 - ⊕ EXISTING ELEC. TRANSFORMER
 - ⊕ EXISTING GUY WIRE
 - ⊕ EXISTING IRRIGATION VALVE
 - SET CORNER - 5/8" X 20" REBAR & PLASTIC CAP - ROSENBERG ASSOCIATES OR AS NOTED
 - NOTHING SET OR FOUND
 - FOUND ROSENBERG ASSOCIATES UNLESS NOTED
 - ⬮ FOUND SECTION MONUMENTATION AS SHOWN AND DESCRIBED
 - SET CORNER - 5/8" X 20" REBAR & PLASTIC CAP - ROSENBERG ASSOCIATES
 - ⊕ FOUND SURVEY CONTROL MONUMENT - CLASS I
 - X— EXISTING FENCE LINE
 - O— EXISTING OVERHEAD POWER LINE



LOCATED IN THE N.W. 1/4 & S.W. 1/4 OF SECTION 16 T.42S., R.16W., S.L.B.&M.



NARRATIVE:

This survey was conducted at the request of the client to provide an ALTA/NSPS Land Title Survey. The Basis of Bearing is as noted. Property corners were set with a 5/8" rebar and cap (Rosenberg Associates) or nail and washer where applicable.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY TO GRANITE PEAKS INVESTMENTS, LLC, A UTAH LIMITED LIABILITY COMPANY, SOUTHERN UTAH TITLE & OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2026 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, INCLUDING ITEMS 1, 3, 4 & 5 OF TABLE A. THE FIELD WORK WAS COMPLETED ON JULY 10, 2026.

DATE: 7/16/26

BRANDON E. ANDERSON



CERTIFICATE NO. 4938716

COMMITMENT FOR TITLE INSURANCE:

PREPARED PURSUANT TO SOUTHERN UTAH TITLE, COMMITMENT DATE JUNE 24, 2026 COMMITMENT NO.: 239017.

TABLE A STATEMENT OF INFORMATION:

ITEM 3: FLOOD ZONE CLASSIFICATION - THE SURVEYED PARCEL IS LOCATED WITHIN ZONE "X" "AE" & THE REGULATORY FLOODWAY. "X" WHICH IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN." "AE" BASE FLOOD ELEVATIONS DETERMINED - THE FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS; AND SUCH FLOOD CONDITION IS SHOWN ON THE FEDERAL FLOOD INSURANCE RATE MAPS, COMMUNITY NO. 4905300768G, DATED APRIL 2, 2009.

NOTE: SAID ZONE DETERMINED BY DEPICTED SCALE MAP LOCATION AND GRAPHIC PLOTTING ONLY

ITEM 4: THE TOTAL GROSS AREA OF THE SITE IS 11.40 ACRES.

ITEM 5: VERTICAL RELIEF WITH THE SOURCE OF INFORMATION (UAV SURVEY), CONTOUR INTERVAL = 1 FOOT, DATUM NAVD 88, BENCHMARK IS THE QUARTER CORNER OF SECTIONS 16-17 T.42S., R.16W., S.L.B.&M.

LEGAL DESCRIPTION:

PARCEL 1:

BEGINNING AT A POINT ON THE EASTERLY LINE OF GATES LANE, SAID POINT BEING THE NORTHERLY CORNER OF THE SYCAMORES AT SANTA CLARA DRIVE, SAID POINT ALSO BEING SOUTH 00°33'01" WEST 211.15 FEET ALONG THE SECTION LINE AND EAST 102.29 FEET FROM THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING: THENCE NORTH 27°32'36" EAST 22.85 FEET ALONG SAID EASTERLY LINE OF GATES LANE TO THE CENTER SECTION LINE; THENCE SOUTH 89°35'38" EAST 182.85 FEET ALONG SAID CENTER SECTION LINE; THENCE NORTH 06°00'00" EAST 49.60 FEET; THENCE NORTH 78°17'30" WEST 94.94 FEET; THENCE NORTH 02°42'30" EAST 142.89 FEET TO SAID EASTERLY LINE OF GATES LANE; THENCE NORTHERLY THE FOLLOWING (3) COURSES ALONG SAID EASTERLY LINE OF GATES LANE: THENCE NORTH 57.54 FEET ALONG AN ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 75°16'10" WEST, LONG CHORD BEARS NORTH 08°44'13" EAST 57.43 FEET WITH A CENTRAL ANGLE OF 11°59'15"); THENCE NORTH 02°44'35" EAST 125.05 FEET; THENCE NORTHEAST 46.73 FEET ALONG AN ARC OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 87°15'25" EAST, LONG CHORD BEARS NORTH 47°22'02" EAST 42.15 FEET WITH A CENTRAL ANGLE OF 89°14'55") TO THE SOUTHERLY LINE OF SANTA CLARA DRIVE; THENCE SOUTH 88°00'30" EAST 228.50 FEET ALONG SAID SOUTHERLY LINE OF SANTA CLARA DRIVE; THENCE SOUTH 03°11'55" WEST 90.70 FEET; THENCE SOUTH 65°19'05" EAST 102.41 FEET; THENCE SOUTH 00°13'13" WEST 1.18 FEET; THENCE SOUTH 00°13'13" WEST 77.10 FEET; THENCE SOUTH 00°19'26" WEST 187.83 FEET; THENCE NORTH 89°17'01" EAST 237.71 FEET; THENCE SOUTH 24°27'28" EAST 156.11 FEET; THENCE NORTH 88°44'25" EAST 21.68 FEET; THENCE SOUTH 00°01'40" EAST 53.54 FEET; THENCE SOUTH 80°20'53" EAST 424.21 FEET; THENCE SOUTH 02°08'59" WEST 493.81 FEET; THENCE SOUTH 01°23'54" WEST 163.42 FEET; THENCE NORTH 72°39'18" WEST 132.14 FEET; THENCE NORTH 61°36'54" WEST 147.44 FEET; THENCE NORTH 54°55'17" WEST 129.93 FEET; THENCE NORTH 41°43'22" WEST 329.00 FEET TO, ALONG AND BEYOND THE NORTHEASTERLY LINE OF THE SYCAMORES AT SANTA CLARA DRIVE 1C AND TO AND ALONG SAID THE SYCAMORES AT SANTA CLARA DRIVE 1A; THENCE NORTHEASTERLY THE FOLLOWING (2) COURSES ALONG SAID NORTHEASTERLY LINE OF SAID THE SYCAMORES AT SANTA CLARA DRIVE 1A; THENCE NORTH 50°57'57" WEST 614.93 FEET; THENCE NORTH 62°27'24" WEST 151.25 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT BEING NORTH 00°33'01" EAST 1,244.24 FEET ALONG THE SECTION LINE AND EAST 486.09 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER CORNER OF SECTION 16, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING: THENCE NORTH 46°50'19" WEST 356.08 FEET; THENCE NORTHEASTERLY 23.96 FEET ALONG AN ARC OF A 88.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 43°09'41" WEST, LONG CHORD BEARS NORTH 54°29'43" EAST 97.89 FEET WITH A CENTRAL ANGLE OF 131°11'18"); THENCE NORTH 02°44'35" EAST 125.05 FEET; THENCE NORTHEASTERLY 46.73 FEET ALONG AN ARC OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 87°15'25" EAST, LONG CHORD BEARS NORTH 47°22'02" EAST 42.15 FEET WITH A CENTRAL ANGLE OF 89°14'55") TO THE SOUTHERLY LINE OF SANTA CLARA DRIVE; THENCE SOUTH 88°00'30" EAST 228.50 FEET ALONG SAID SOUTHERLY LINE OF SANTA CLARA DRIVE; THENCE SOUTH 03°11'55" WEST 90.70 FEET; THENCE SOUTH 65°19'05" EAST 102.41 FEET; THENCE SOUTH 00°13'13" WEST 1.18 FEET; THENCE SOUTH 00°13'13" WEST 77.10 FEET; THENCE SOUTH 00°19'26" WEST 187.83 FEET; THENCE NORTH 89°17'01" EAST 237.71 FEET; THENCE SOUTH 24°27'28" EAST 156.11 FEET; THENCE NORTH 88°44'25" EAST 21.68 FEET; THENCE SOUTH 00°01'40" EAST 53.54 FEET; THENCE SOUTH 80°20'53" EAST 424.21 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT BEING ON THE NORTHEASTERLY CORNER OF THE SYCAMORES AT SANTA CLARA DRIVE 1C, AS FOUND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, ENTRY NO. 2021005507, SAID POINT BEING SOUTH 00°33'01" WEST 211.15 FEET ALONG THE SECTION LINE AND EAST 102.29 FEET FROM THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING: THENCE NORTH 42°36'14" EAST 23.39 FEET; THENCE SOUTH 38°23'11" EAST 233.23 FEET; THENCE SOUTH 40°14'42" WEST 9.80 FEET TO THE NORTHEASTERLY CORNER OF THE SYCAMORES AT SANTA CLARA DRIVE 1A; AS FOUND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, ENTRY NO. 20250006453; THENCE NORTH 41°43'22" WEST 231.89 FEET ALONG THE NORTHEASTERLY LINE SAID PHASE 1B & PHASE 1C TO THE POINT OF BEGINNING.

PARCEL 2: BEGINNING AT A POINT ON THE WESTERLY LINE OF GATES LANE, SAID BEING SOUTH 00°33'01" WEST 21.74 FEET ALONG THE SECTION LINE AND EAST 45.60 FEET FROM THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING: THENCE NORTH 51°17'59" WEST 34.56 FEET TO THE CENTER SECTION LINE; THENCE SOUTH 89°35'38" EAST 38.10 FEET ALONG SAID CENTER SECTION LINE TO THE WESTERLY LINE OF GATES LANE; THENCE SOUTH 27°32'36" WEST 24.06 FEET ALONG SAID WESTERLY LINE OF GATES LANE TO THE POINT OF BEGINNING.

EASEMENTS AND SERVITUDES PER SCHEDULE B - SECTION 2:

- ITEM 13: SUBJECT TO A JOINT-USE RIGHT-OF-WAY IN FAVOR OF ELVED WILLIAMS AND MARLENE A. WILLIAMS, HUSBAND AND WIFE, AS JOINT TENANTS AS ENTRY NO. 152874, IN BOOK 130, AT PAGE 310, OFFICIAL WASHINGTON COUNTY RECORDS. - ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT.
- ITEM 14: SUBJECT TO AN EASEMENT IN FAVOR OF CALIFORNIA-PACIFIC UTILITIES COMPANY, FOR AN EASEMENT, AS ENTRY NO. 153658, IN BOOK 132 AT PAGE 396, OFFICIAL WASHINGTON COUNTY RECORDS. - PLOTTED
- ITEM 15: SUBJECT TO A RIGHT-OF-WAY EASEMENT IN FAVOR OF CALIFORNIA-PACIFIC UTILITIES COMPANY, ENTRY NO. 153659, IN BOOK 132, AT PAGE 397, OFFICIAL WASHINGTON COUNTY RECORDS. - PLOTTED
- ITEM 16: SUBJECT TO THE TERMS AND CONDITIONS AS SET FORTH IN THAT CERTAIN BOUNDARY AGREEMENT AND QUIT CLAIM DEED, ENTRY NO. 659607, IN BOOK 1344 AT PAGE(S) 1556 - 1563, OFFICIAL WASHINGTON COUNTY RECORDS. - PLOTTED
- ITEM 17: SUBJECT TO A PERPETUAL IRRIGATION LINE AND FIBEROPTIC CONDUIT EASEMENT IN FAVOR OF THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, ENTRY NO. 856544, IN BOOK 1603 AT PAGE(S) 1815 - 1817, OFFICIAL WASHINGTON COUNTY RECORDS. - PLOTTED
- ITEM 18: SUBJECT TO A PERPETUAL IRRIGATION LINE AND FIBEROPTIC CONDUIT EASEMENT IN FAVOR OF THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, ENTRY NO. 856545, IN BOOK 1603 AT PAGE(S) 1818 - 1820, OFFICIAL WASHINGTON COUNTY RECORDS. - DOES NOT AFFECT
- ITEM 19: SUBJECT TO THE EFFECT OF A PERPETUAL IRRIGATION LINE EASEMENT IN FAVOR OF NEW SANTA CLARA FIELD CANAL COMPANY, ENTRY NO. 861080, IN BOOK 1610, AT PAGES 322-324, OFFICIAL WASHINGTON COUNTY RECORDS. - PLOTTED
- ITEM 20: SUBJECT TO THE EFFECT OF A PERPETUAL IRRIGATION LINE EASEMENT IN FAVOR OF NEW SANTA CLARA FIELD CANAL COMPANY, ENTRY NO. 861097, IN BOOK 1610 AT PAGE(S) 361 - 362, OFFICIAL WASHINGTON COUNTY RECORDS. - DOES NOT AFFECT
- ITEM 21: SUBJECT TO THE EFFECT OF A PERPETUAL IRRIGATION LINE EASEMENT IN FAVOR OF NEW SANTA CLARA FIELD CANAL COMPANY, ENTRY NO. 865621, IN BOOK 1616 AT PAGES 767-769, OFFICIAL WASHINGTON COUNTY RECORDS. - PLOTTED
- ITEM 22: SUBJECT TO THE EFFECT OF A PERPETUAL IRRIGATION LINE EASEMENT IN FAVOR OF NEW SANTA CLARA FIELD CANAL COMPANY AND THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, ENTRY NO. 869285, IN BOOK 1621 AT PAGE(S) 2602 - 2603, OFFICIAL WASHINGTON COUNTY RECORDS. - PLOTTED
- ITEM 24: SUBJECT TO A PERPETUAL PUBLIC UTILITY, DRAINAGE AND STREAMBANK STABILIZATION EASEMENT IN FAVOR OF WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, A POLITICAL SUBDIVISION, AND THE CITY OF SANTA CLARA, A UTAH MUNICIPAL CORPORATION, ENTRY NO. 999260, IN BOOK 1837 AT PAGE(S) 1146-1147, OFFICIAL WASHINGTON COUNTY RECORDS. - PLOTTED
- ITEM 25: SUBJECT TO THE EFFECT OF A PERPETUAL PUBLIC UTILITY, DRAINAGE AND STREAMBANK STABILIZATION EASEMENT IN FAVOR OF WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, UTAH POLITICAL SUBDIVISION, AND THE CITY OF SANTA CLARA, A UTAH MUNICIPAL CORPORATION, ENTRY NO. 999262, IN BOOK 1837 AT PAGE(S) 1150 - 1151, OFFICIAL WASHINGTON COUNTY RECORDS. - PLOTTED
- ITEM 26: SUBJECT TO A PERPETUAL PUBLIC UTILITY, DRAINAGE AND STREAMBANK STABILIZATION EASEMENT IN FAVOR OF WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, A UTAH POLITICAL SUBDIVISION, AND THE CITY OF SANTA CLARA, A UTAH MUNICIPAL CORPORATION, AS ENTRY NO. 999264, IN BOOK 1837 AT PAGE(S) 1156 - 1157, OFFICIAL WASHINGTON COUNTY RECORDS. - PLOTTED
- ITEM 28: SUBJECT TO A PUBLIC UTILITY EASEMENT IN FAVOR OF SANTA CLARA CITY, DOC NO. 20060011497, OFFICIAL WASHINGTON COUNTY RECORDS. - PLOTTED, DOES NOT AFFECT
- ITEM 29: THE EFFECT OF RE: RIGHT OF WAY FOR ROAD, EXECUTED BY PRESIDIO CAPITAL, LLC, DOC. NO. 20060046955, OFFICIAL WASHINGTON COUNTY RECORDS. - DOES NOT AFFECT THE PARCEL
- ITEM 30: SUBJECT TO A FLOOD CONTROL EASEMENT IN FAVOR OF THE CITY OF SANTA CLARA, A UTAH MUNICIPAL CORPORATION, DOC NO. 20130036096, OFFICIAL WASHINGTON COUNTY RECORDS. - PLOTTED
- ITEM 31: SUBJECT TO A FLOOD CONTROL EASEMENT IN FAVOR OF THE CITY OF SANTA CLARA, A UTAH MUNICIPAL CORPORATION, DOC NO. 20130036097, OFFICIAL WASHINGTON COUNTY RECORDS. - PLOTTED
- ITEM 34: SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN EASEMENT FOR INGRESS AND EGRESS, AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN GRANT OF EASEMENT, RECORDED JANUARY 8, 2026, AS DOC. NO. 20260000887, OFFICIAL WASHINGTON COUNTY RECORDS. (AFFECTS PARCEL 1) - PLOTTED
- ITEM 35: SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN EASEMENT FOR INGRESS AND EGRESS, AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN GRANT OF EASEMENT, RECORDED JANUARY 8, 2026, AS DOC. NO. 20260000888, OFFICIAL WASHINGTON COUNTY RECORDS. (AFFECTS PARCEL 1) - PLOTTED

DATE: 7/16/26
JOB NO.: 821926039
DRAWN BY: B.E.A.
CHECKED BY: B.E.A.
SCALE: 1"=80'
DWG: SURVEY-ALTA

DATE
REVISIONS



352 EAST RIVERSIDE DRIVE, SUITE A-2
ST. GEORGE, UT 84790
PH (435) 673-8556
WWW.RACIVIL.COM

ALTA/NSPS LAND TITLE SURVEY
FOR
NAI EXCEL

Mayor

Jarett Waite

City Manager

Brock Jacobsen



City Council

Christa Hinton

Dave Pond

Janene Burton

Mark Hendrickson

Justin Caplin

CITY COUNCIL

Meeting Date: September 9, 2026

Agenda Item: 4

Applicant:

Requested by: Casey Stratton

Subject: Add sewer easement

Description:

Resolution to add sewer easements for existing sewer lines in Neil Walters property

Recommendation: Approval

Attachments: N/A

Cost: N/A

Legal Approval: N/A

Finance Approval: N/A

Budget Approval: N/A

Mayor

Jarett Waite

City Manager

Brock Jacobsen



City Council

Christa Hinton

Dave Pond

Janene Burton

Mark Hendrickson

Justin Caplin

CITY COUNCIL

Meeting Date: September 9, 2026

Agenda Item: 5

Applicant: Casey Stratton

Requested by: Casey Stratton

Subject: Resolution to add low pressure sewer drawings

Description:

Resolution to add low pressure sewer design drawings to our construction design standards

Recommendation: Approval

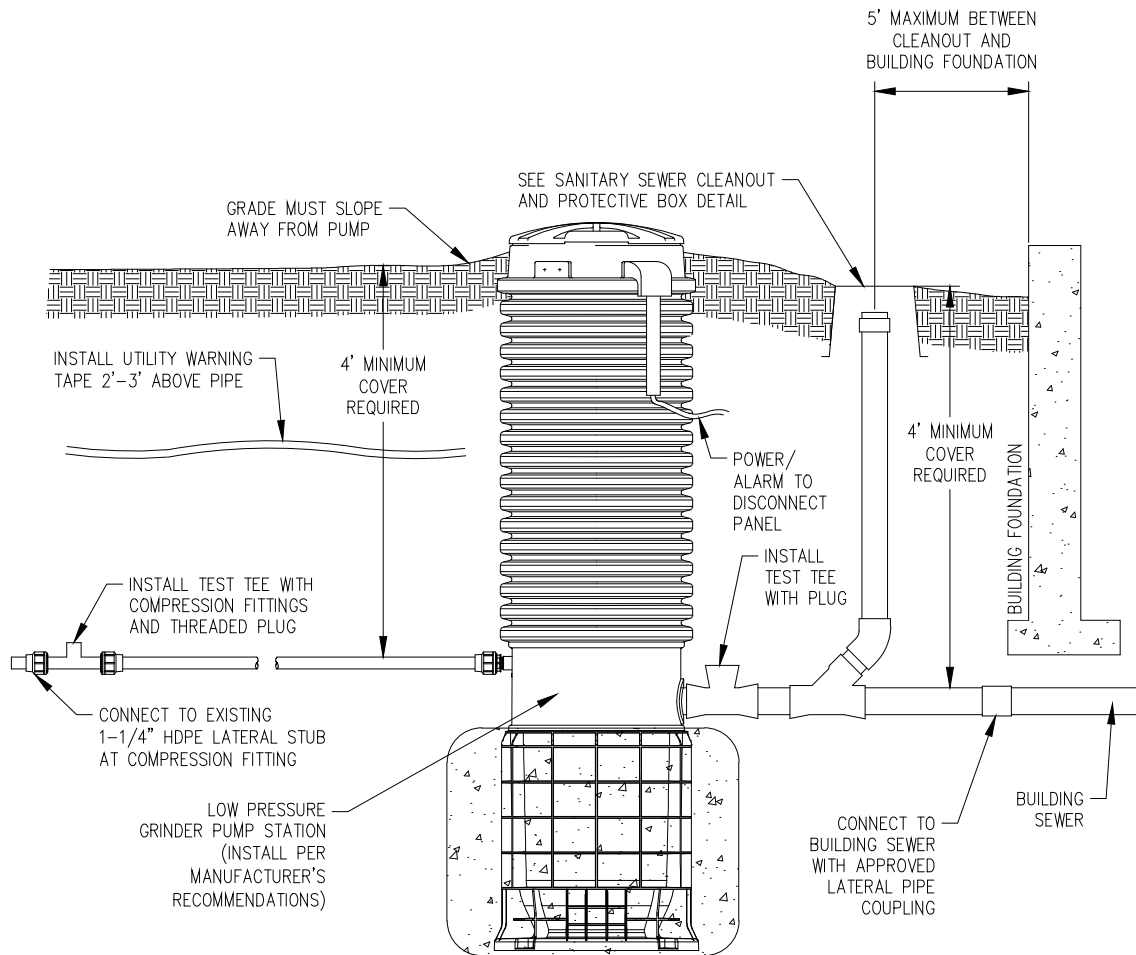
Attachments: N/A

Cost: N/A

Legal Approval: N/A

Finance Approval: N/A

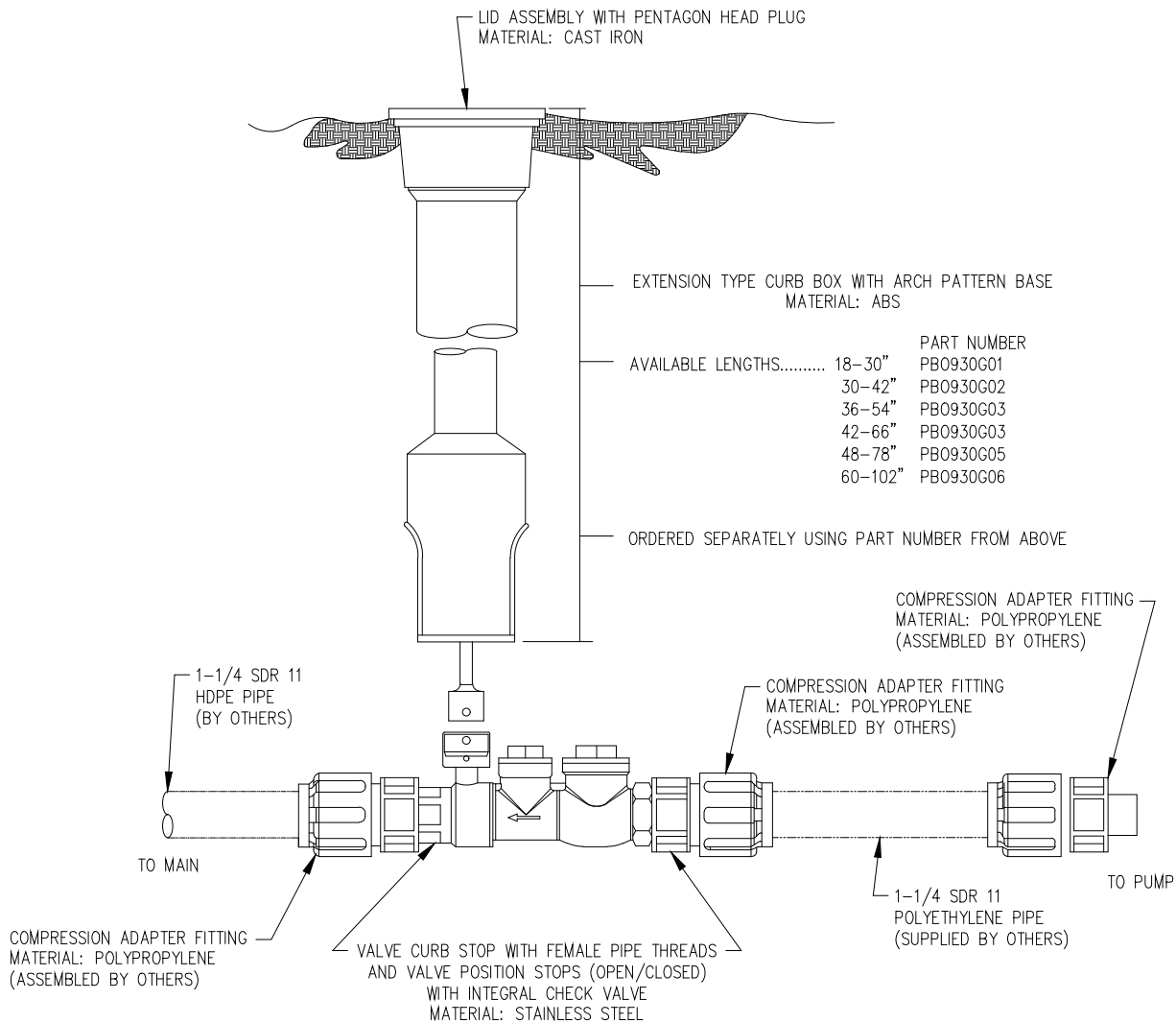
Budget Approval: N/A



NOTES: _____

1. 4' MINIMUM COVER FOR LOW PRESSURE LATERALS.
2. SEPARATION FROM AN ADJACENT RETAINING WALL FACE SHALL MEET THE MINIMUM VERTICAL DEPTH REQUIREMENTS.

REVISIONS			SANTA CLARA PUBLIC SERVICES DEPARTMENT		STANDARD DWG. NO.	
DATE	DESCRIPTION	BY	LOW-PRESSURE LATERAL STUB TO BUILDING CONNECTION		228	1 OF 1
					APPROVED:	
					DATE: FEB 2026	BY: AH

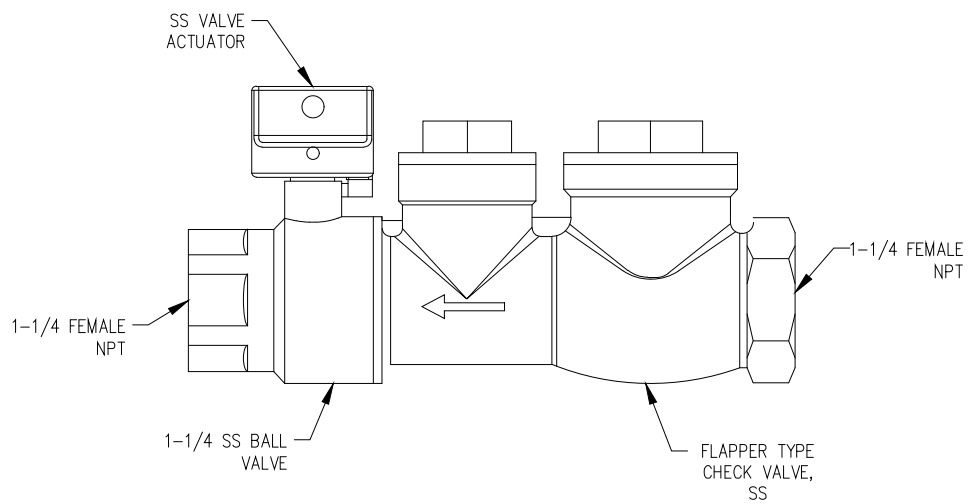


NOTES: _____

1. SS CURB STOP/CHECK CALCE AND FITTINGS ARE PROVIDED SEPARATELY, TO BE ASSEMBLED BY OTHERS
2. TO ASSEMBLE, APPLY A DOUBLE LAYER OF TEFLON TAPE, AND A LAYER OF PIPE DOPE (SUPPLIED BY OTHERS) TO THE THREADS ON THE PLASTIC FITTINGS AND INSTALL PER THE MANUFACTURE'S INSTRUCTIONS.

*FOR SS FITTING INTO SS THREAD, USE PIPE DOPE OR TEFLON TAPE, NOT BOTH
3. ASSEMBLY IS TO BE PRESSURE TESTED (BY OTHERS)
4. ASSUMBLEY IS TO BE USED WITH SDR11 HDPE PIPE
5. TO ORDER SS LATERAL KIT, USE PART NUMBER NC0193G01
6. CURB BOX IS TO BE ORDERED SEPERATELY, SEE ABOVE

REVISIONS			SANTA CLARA PUBLIC SERVICES DEPARTMENT		STANDARD DWG. NO.	
DATE	DESCRIPTION	BY	STAINLESS STEEL LATERAL KIT 1-1/4" SDR 11 HDPE PIPE		227	1 OF 1
					APPROVED:	
					DATE: FEB 2026	BY: AH



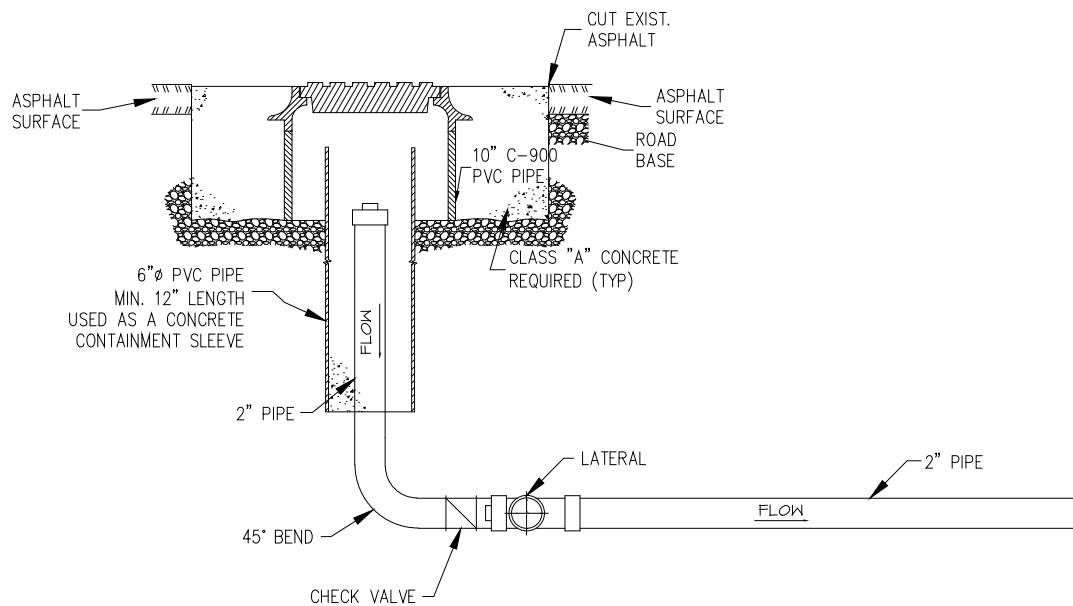
NOTES:

1. FOR SS FITTING INTO SS THREAD, USE PIPE DOPE OR TEFLON TAPE, NOT BOTH.
2. FOR PLASTIC FITTINGS INTO SS THREAD, USE PIPE DOPE AND 2 LAYERS OF TEFLON TAPE.
3. TO ORDER SS LATERAL, NO FITTINGS USE PART NUMBER NB0184901
4. PRESSURE RATING: 235 PSI
5. PART IS A BALL VALVE CURB STOP WITH FEMALE PIPE THREADS, VALVE POSITION STOPS (OPEN/CLOSED), AND INTEGRAL CHECK VALVE MATERIAL: STAINLESS STEEL

REVISIONS			STANDARD DWG. NO.	
DATE	DESCRIPTION	BY	226	1 OF 1
			APPROVED:	
			DATE: FEB 2026	BY: AH

SANTA CLARA PUBLIC SERVICES DEPARTMENT

STAINLESS STEEL LATERAL ASSEMBLY
NO FITTINGS



REVISIONS			SANTA CLARA PUBLIC SERVICES DEPARTMENT		STANDARD DWG. NO.	
DATE	DESCRIPTION	BY	PRESSURE SEWER CLEANOUT DETAIL		225	1 OF 1
					APPROVED:	
					DATE: FEB 2026	BY: AH

**CITY OF SANTA CLARA
RESOLUTION NO. 2026-19R**

**A RESOLUTION OF THE SANTA CLARA CITY COUNCIL APPROVING AN
AMENDMENT TO THE SANTA CLARA CITY CONSTRUCTION DESIGN
STANDARDS TO ADD STANDARD DESIGN DRAWINGS FOR LOW-PRESSURE
SEWER SYSTEMS**

WHEREAS, pursuant to Santa Clara City Code Chapter 16.24, the design of all public infrastructure improvements constructed within the City are required to meet the City's official standards and specifications; and

WHEREAS, the City Council adopted revised and updated general conditions, standards, and instructions for such design and construction entitled "Santa Clara City Construction Design Standards" (hereafter the "Standards"); and

WHEREAS, as developable land within the City becomes increasingly limited, development is occurring in areas with topographic conditions that may require pressurized sewer systems to convey sewage from individual properties to existing gravity sewer infrastructure; and

WHEREAS, City staff have proposed adding four standard design drawings to the Santa Clara City Construction Design Standards to establish design and installation standards for low-pressure sewer systems; and

WHEREAS, low-pressure sewer systems utilize individual grinder pump systems to convey wastewater from individual properties through pressurized sewer mains and ultimately into the City's gravity sewer system for conveyance to the wastewater treatment facility; and

WHEREAS, the proposed low-pressure sewer design standards address the installation and connection of such systems, including the use of grinder pump systems, pressurized sewer mains, and check valves to prevent backflow from the pressurized main; and

WHEREAS, similar low-pressure sewer systems have been successfully utilized within the City for several years; and

WHEREAS, the City Council discussed the proposed addition of low-pressure sewer design standards at its work meeting held on August 12, 2026, and determined that establishing formal design standards is appropriate due to the increasing need for pressurized sewer infrastructure within the City; and

WHEREAS, the City Council held a public hearing on September 9, 2026, to receive public comment regarding the proposed amendment to the Santa Clara City Construction Design Standards; and

WHEREAS, the City Council finds that adding standard design drawings and requirements for low-pressure sewer systems will provide consistent design and construction requirements, protect the City's sewer infrastructure, and promote and maintain the general health, safety, and welfare of Santa Clara residents and the public in general.

WHEREAS, the updated four standard design drawings to the Santa Clara City Construction Design Standards to establish design and installation standards for low-pressure sewer systems are set forth in Exhibit "A," attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Santa Clara, Utah, as follows:

SECTION 1. AMENDMENT TO CONSTRUCTION DESIGN STANDARDS

The Santa Clara City Council hereby adopts an amendment to the **Santa Clara City Construction Design Standards** to add four standard design drawings governing the design, installation, and connection of **low-pressure sewer systems**.

The standard drawings shall establish the requirements for low-pressure sewer infrastructure, including applicable grinder pump systems, service laterals, pressurized sewer mains, check valves, and related components, as approved by the City and incorporated into the Santa Clara City Construction Design Standards.

The four standard low-pressure sewer design drawings are hereby incorporated into the Santa Clara City Construction Design Standards and shall be used for the design and construction of low-pressure sewer systems within the City.

SECTION 2. RESPONSIBILITY

Low-pressure sewer systems shall be designed and constructed in accordance with the Santa Clara City Construction Design Standards and the applicable standard drawings adopted by this Resolution. The developer shall be responsible for the required mainline infrastructure and associated components serving the development, while individual property owners shall be responsible for the grinder pump systems serving their respective properties, as applicable.

SECTION 3. EFFECTIVE DATE

This Resolution shall be effective on the date it is adopted.

RESOLVED by a duly constituted quorum of the Santa Clara City Council this **9th day of September, 2026**.

SANTA CLARA CITY

Jarett Waite, Mayor

ATTEST:

Selena Nez, City Recorder

Exhibit "A"

Mayor

Jarett Waite

City Manager

Brock Jacobsen



City Council

Christa Hinton

Dave Pond

Janene Burton

Mark Hendrickson

Justin Caplin

CITY COUNCIL

Meeting Date: September 9, 2026

Agenda Item: 6

Applicant: Black Desert Events LLC

Requested by: Jim McNulty

Subject: Special Event Permit and Single-Event Liquor License

Description:

Black Desert Events LLC is requesting approval for a Special Event Permit and Single-Event Liquor License for the upcoming Bank of Utah Championship PGA Tournament. The event will be held from September 28, 2026, to October 4, 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: September 9, 2026
RE: Single-Event Liquor License and Special Event Permit **(Public Hearing)**

This item includes a presentation for a Special Event Permit and Single Event Liquor License for the upcoming Bank of Utah Championship PGA tournament to be held at Black Desert Resort from September 28, 2026, to October 4, 2026.

City staff have been working with the applicants on the Special Event Permit and Single Event Liquor License for a few months. This event will likely draw between 8,000 to 10,000 each day (Thursday – Sunday). City staff including Fire, Police, public Works, Power, Parks & Recreation, Building and Planning Departments have been involved in the process to plan for transportation, parking, public safety, and other needs for the event. A copy of the submitted applications has been included for City Council review and consideration.

In 2024, City Ordinance #2024-16 was adopted by the City Council allowing for a Single-Event Liquor License and Special Event permit to be submitted and approved concurrently. City staff recommend that the City Council consider granting approval for both items in support of the upcoming Bank of Utah Championship PGA tournament scheduled for September 28, 2026, to October 4, 2026.



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: 07/17/26

Applicant Name: JOHN [REDACTED]

Business Name: BLACK DESERT EVENTS

SSN: [REDACTED]

Residence Address: 50 [REDACTED] IVINS, UT [REDACTED]
State: UT

Name of Special Event: 2026 BANK OF UTAH CHAMPIONSHIP

Location of Event: BLACK DESERT RESORT

On the: 09/28 to 10/04/26 day(s) of: [REDACTED], 2026
Street City State Zip

During the hours of: 07:00 to 19:00, pursuant to the provision of Utah Code 32B-9 for
Dates Month Year

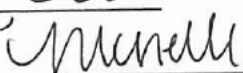
the sale of (Check all that apply): Beer ☒ Heavy Beer ☒ Wine ☒ Flavored Malt Beverages ☒ Liquor ☒

REQUIREMENTS:

- ☒ \$100 Non-Refundable Application Fee.
- ☒ \$100 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 Signature

Sworn before me this 22 day of July 2020

Notary Public

02-14-2029
My Commission Expires

Approval by City Council (if required): _____

Approval by City Manager or Designee: _____





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

XBP Confirmation Number: **323080196**

Transaction detail for payment to Santa Clara City.			Date: 07/22/2026 - 11:36:05 AM MT
Transaction Number: 275569015 Visa — XXXX-XXXX-XXXX-4260 Status: Successful			
Account #	Item	Quantity	Item Amount
	Special Event Permit	1	\$200.00
Notes: JOHN [REDACTED] - BLACK DESERT - 09-28 TO 10-04-26 SINGE EVENT LIQUOR LICENSE APP FEE AND EVENT PERMIT FEE			

TOTAL: \$200.00

Billing Information

JOHN [REDACTED]
 [REDACTED]

- [REDACTED]



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.

City of Santa Clara, Utah

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

Applicant Entity/Organization: Black Desert Events LLC

Event Name: PGA Bank of Utah Championship

Event Start Date: July 28, 2026 Event End Date: October 4, 2026

Hours of Operation: 9:00am to sunset

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

Beer ☒

Heavy Beer ☒

Wine ☒

Flavored Malt Beverage ☒

Liquor ☒

Ready to Drink Cocktail ☒

We are recommending this entity as conducting a civic or community enterprise: Yes



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.



SEPTEMBER 28 – OCTOBER 4, 2026

PGA TOUR



FIELD	FORMAT	PURSE	TELEVISION	APPROXIMATE FINISH TIME
120 players	72-hole stroke play	\$6,000,000 USD	Golf Channel	Sunday, October 4, 6:00 p.m. MST

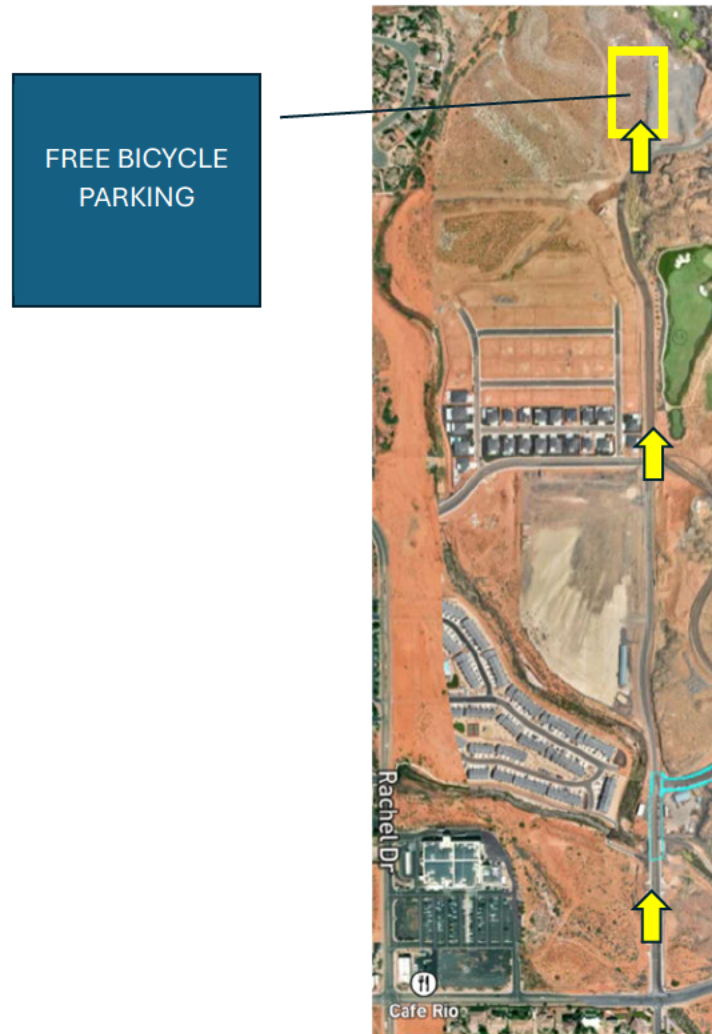
SCHEDULE OF EVENTS				
DATE	FUNCTION	TIME (CST)	LOCATION	NOTES
Monday, September 28	Monday Pro-Am	8:00 am – 7:00 pm	Black Desert	Admission gates closed to the general public
Tuesday, September 29	Practice Rounds	8:00 am – 7:00 pm	Black Desert	Admission gates closed to the general public
Wednesday, September 30	Wednesday Pro-Am	8:00 am – 7:00 pm	Black Desert	Admission gates closed to the general public

Thursday, October 1	First Round	8:00 am – 7:00 pm	1 Tee & 10 Tee	
	Parking Lots Open	07:30 a.m.		
	Gates Open	08:00 a.m.		
	Golf Channel Broadcast	3p – 6p		
Friday, October 2	Second Round	08:00 am – 7:00 pm	1 Tee & 10 Tee	
	Parking Lots Open	07:30 a.m.		
	Gates Open	08:00 a.m.		
	Golf Channel Broadcast	3p – 6p		
Saturday, October 3	Third Round	10:00 am – 6:00 pm	1 Tee & 10 Tee	Times subject to change
	Parking Lots Open	09:00 a.m.		
	Gates Open	09:30 a.m.		
	Golf Channel Broadcast	3p – 6p		
Sunday, October 4	Final Round	10:00 am – 6:00 pm	1 Tee & 10 Tee	Times subject to change
	Parking Lots Open	09:00 a.m.		
	Gates Open	09:30 a.m.		
	Golf Channel Broadcast	3p – 6p		

PROJECTED ATTENDANCE			
September 28	September 29	September 30	
1,000	1,000	2,000	

PROJECTED ATTENDANCE			
October 1	October 2	October 3	October 4
8,000	10,000	10,000	8,000

1. Walk or bicycle from Santa Clara:



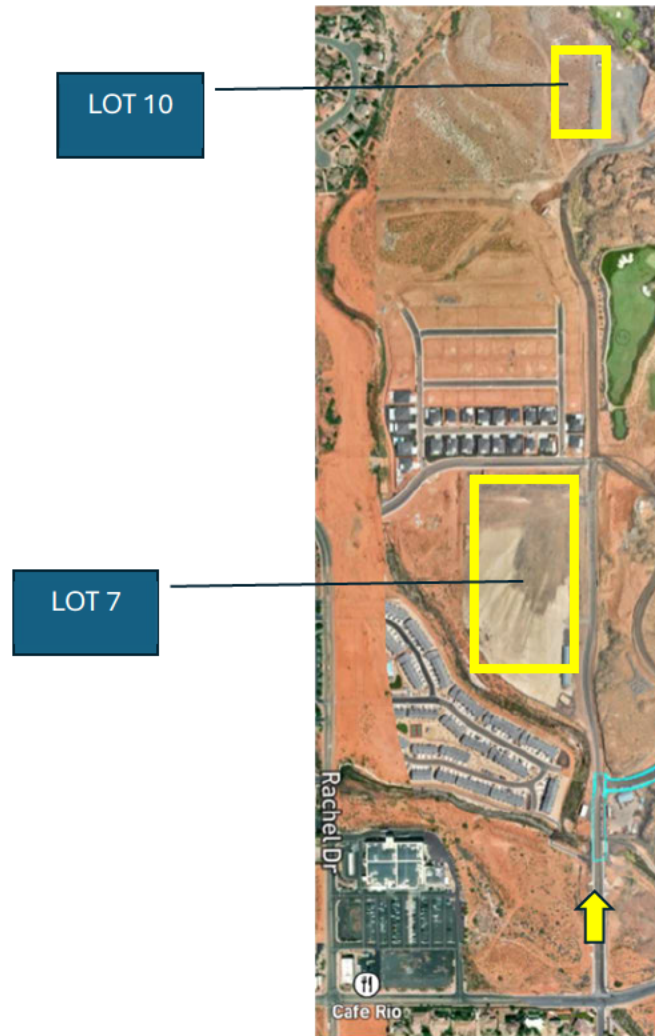
Walk or bicycle from Ivins and St. George:



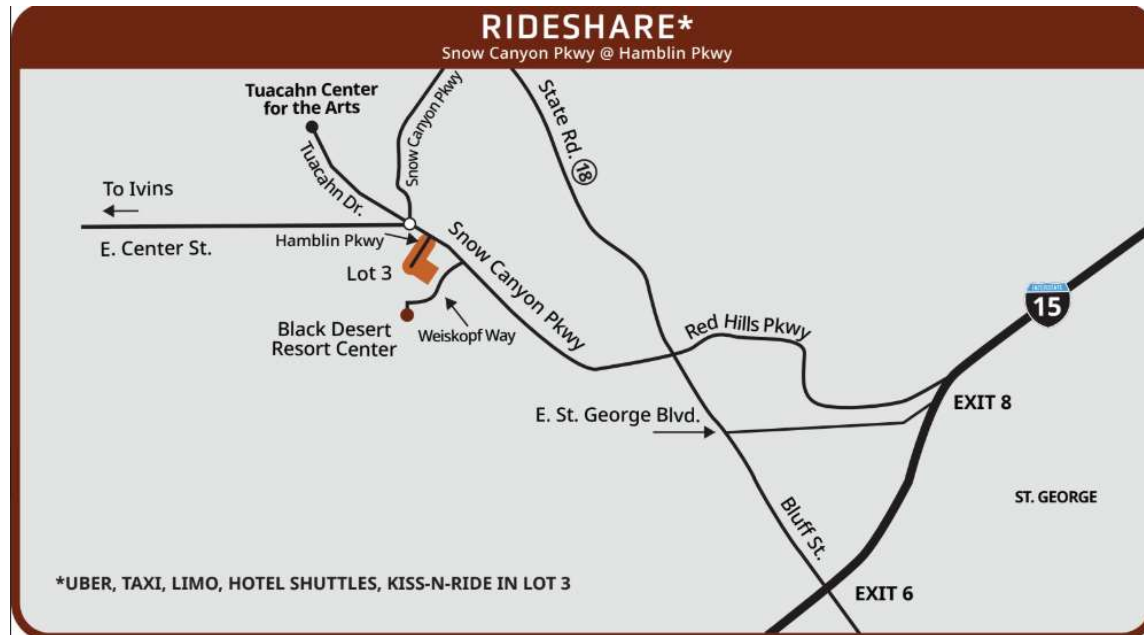
Reserved Parking in Resort Garage in Ivins:



Reserved Parking in Lot 7 & Lot 10 (accessible from Pioneer Pkwy) in Santa Clara:



Rideshare:



SANTA CLARA ROADS

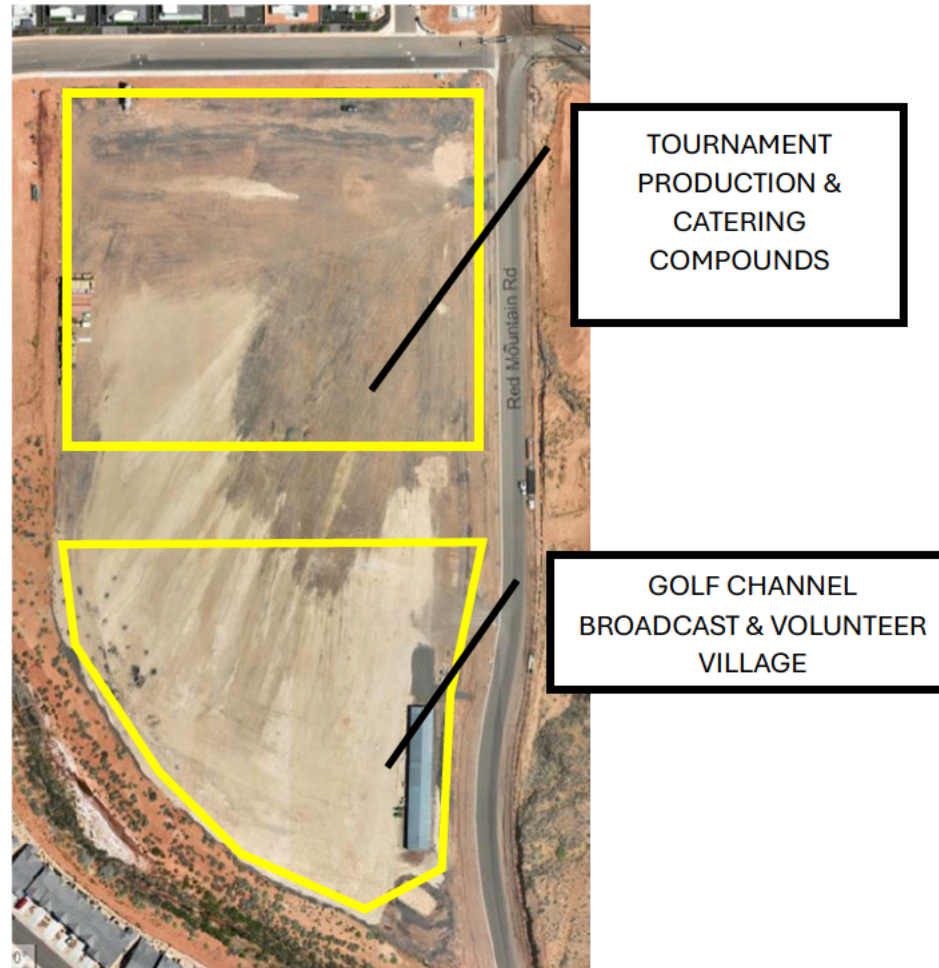




SAFETY

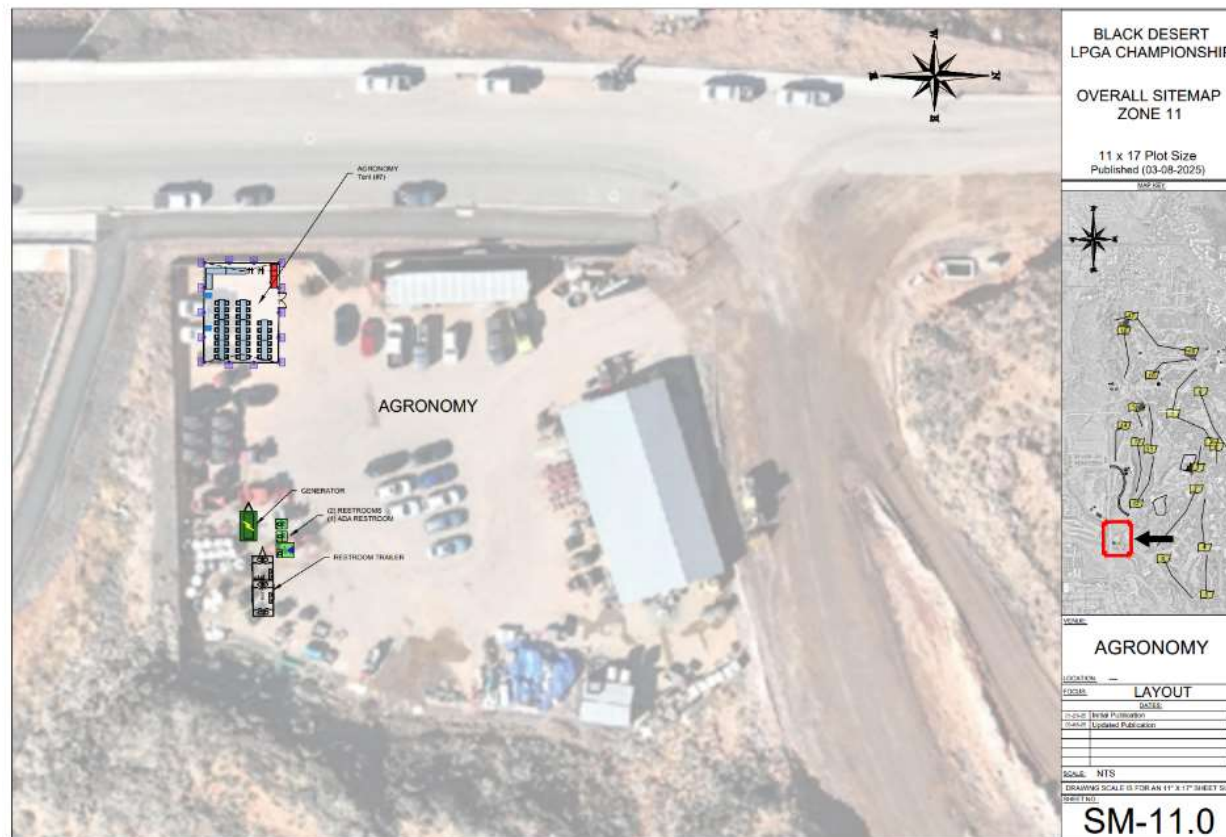
1. Planning and on-site execution from Santa Clara – Ivins Police
2. Planning and on-site execution from Santa Clara – Ivins Fire & Rescue
3. Planning and on-site execution from Intermountain Health
4. PGA Security
5. Black Desert Resort Security
6. Unarmed Access Control

1. Broadcast Compound & Volunteer Village:





2. Agronomy Volunteers:



3.3 Green Concession:



Mayor

Jarett Waite

City Manager

Brock Jacobsen



City Council

Christa Hinton

Dave Pond

Janene Burton

Mark Hendrickson

Justin Caplin

CITY COUNCIL

Meeting Date: September 9, 2026

Agenda Item: 7

Applicant: Santa Clara City

Requested by: Jim McNulty

Subject: Rock Cut Slopes

Description:

City staff proposes an update to City Code, Chapter 17.28.180, Rock Cut Slopes. The proposed code amendment would provide requirements in city code that allow for Rock Cut Slopes. This item was previously discussed with the City Council on June 24, 2026, and July 22, 2026. The Planning Commission held a public hearing on August 13, 2026, and recommended approval to the City Council.

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: September 9, 2026
RE: City Code, Chapter 17.28.180, Rock Cut Slopes **(Public Meeting)**

City staff are proposing updates to City Code, Chapter 17.28.180, Rock Cut Slopes. As previously discussed, St. George City recently adopted an ordinance putting provisions in place for Rock Cut Slopes. St. George City worked on this with several local consultants before adoption. A copy of Section 10-18A-10, St. George City Code has been included.

The proposed code amendment was discussed with the Planning Commission on June 11, 2026. This item was also discussed with the City Council on June 24, 2026, and July 22, 2026. Both the Planning Commission and City Council were in favor of this code amendment moving forward. A copy of the draft document has been included for review.

State Code Requirements:

Utah State Code, Section 10-20-502, includes requirements for land use ordinance amendments. To amend an ordinance, a City Planning Commission must hold at least one public hearing. Additionally, a public hearing to consider an ordinance amendment requires a 10-day notice which requires the date, time, and place of the public hearing. City staff have determined that all State Code requirements have been met with this application.

Recommendation:

On August 13, 2026, the Planning Commission held a public hearing and forwarded a recommendation for approval of this item to the City Council. City staff recommend that the City Council consider granting approval for this code amendment (Chapter 17.28.180, Rock Cut Slopes).

CHAPTER 17.28

WALLS, FENCES AND HEDGES

SECTION:

- 17.28.010: Setback Area Defined
- 17.28.020: Permit Required
- 17.28.030: General Standards
- 17.28.040: Interior Lot Requirements
- 17.28.050: Corner Lot Requirements
- 17.28.060: Retaining Walls; Difference In Grade
- 17.28.070: Vacant Lots
- 17.28.080: Fences On the Public Right Of Way
- 17.28.090: Fences On Controlled Access Streets
- 17.28.100: Fences For Recreation Use
- 17.28.110: Fences Required In Certain Areas
- 17.28.120: Nonconforming Fences
- 17.28.130: Courtyard Walls Or Fences
- 17.28.140: Utility Meters
- 17.28.150: Wall And Fence Material
- 17.28.160: Fences Not Otherwise Identified
- 17.28.170: Barbed Wire
- [17.28.180: Rock Cut Slopes](#)

17.28.010: SETBACK AREA DEFINED:

The term "front setback area" for the purpose of this title shall refer to the setback area (as required by this title) along any street frontage. (Ord. 2022-02 § 1)

17.28.020: PERMIT REQUIRED:

A. A building permit and engineered design is required for the construction of a fence, wall, or retaining wall when one (1) of the following conditions exists:

1. The fence system exceeds seven feet (7') in height.
2. A retaining wall that exceeds a height of four feet (4') as measured from the bottom of footing to the top of wall.
3. The retaining wall is less than four feet (4') in height supporting a surcharge.
4. Any fence that is reviewed and approved by the Planning Commission, prior to the beginning of construction.

B. Each wall and fence system installed requires a review by the building official or designee to ensure the proposed installation is consistent with this code prior to construction. (Ord. 2022-02 § 1)

17.28.030: GENERAL STANDARDS:

A. The finished grade may not be bermed for the purpose of increasing the fence height.

B. No fence or obstruction to view shall be placed within a triangle area formed by a driveway line, the front yard property line, and a line connecting them at points twelve feet (12') along the driveway line and twelve feet (12') along the front property line.

C. When installed on a shared property line, a fence, wall, or retaining wall located on an interior property line separating two (2) residential lots with differing elevations, the maximum height of the fence, wall, or retaining wall shall not exceed six feet (6') above grade on either side unless:

1. The property owners adjoining the fence, wall, or retaining wall agree in writing to a greater height; and
2. A retaining wall is placed against the cut area to retain the natural grade, in which case the fence, wall, and retaining wall combined shall not exceed nine feet (9') in height when measured from the lower lot side.

D. A fence or wall system constructed solely on a residential lot (including footing) may be constructed to a maximum height of nine feet (9'). (Ord. 2022-02 § 1)

17.28.040: INTERIOR LOT REQUIREMENTS:

A. On all interior lot lines, a fence, not to exceed six feet (6') in height, may be erected along all side and rear property lines as per the following requirements:

1. To a point measured fifteen feet (15') from the front property line if the property line is from back of sidewalk.

2. To a point measured twenty-five feet (25') from the front property line if the property line is from back of curb.

B. In any front setback area along interior front and side property lines, no fence, wall, or retaining wall shall exceed three feet (3') in height unless: a non-sight obstructing fence system that is at least fifty percent (50%) open is installed at which, a four foot (4') high fence may be erected one foot (1') behind the property line. (Ord. 2022-02 § 1)

17.28.050: CORNER LOT REQUIREMENTS:

A. On all corner lots, a fence not to exceed six feet (6') in height may be erected along the rear and interior side lot lines. A solid fence or wall shall not be erected in the front yard or street side yard setback area to a height in excess of three feet (3'), except as provided for in subsection C below, and as approved by the building official or designee. Where the fence or wall is located within five feet (5') of the sidewalk, the fence height shall be measured from sidewalk grade. Where the fence or wall is more than five feet (5') from the sidewalk, the height shall be measured from the adjacent grade on the street side.

B. In all zones requiring a front yard setback, no obstruction to view in excess of two feet (2') in height shall be placed on any corner within a triangular area formed by the street property lines and a line connecting them at points thirty feet (30') from the intersection of the property lines allowing for site visibility.

C. Fences or walls erected within the side yard setback that fronts on a public street may have a height up to six feet (6') provided the following conditions are met:

1. Solid fences or walls up to six feet (6') in height shall maintain a minimum five-foot (5') setback from the property line.

2. Non-sight obstructing fences that are at least fifty percent (50%) open shall be allowed to a height of six feet (6') and may be erected one foot (1') behind the property line. (Ord. 2022-02 § 1)

17.28.060: RETAINING WALLS; DIFFERENCE IN GRADE:

When a difference in grade exists between adjoining properties, a retaining wall may be constructed, subject to the requirements set forth in this section. A rock wall whose height does not exceed four (4) vertical feet and whose angle of repose does not exceed a ratio of one to one (1:1) is not a retaining wall for the purpose of this section.

A. The height of the retaining wall shall not exceed six feet (6'). If the retaining wall exceeds four feet (4') in height, the wall shall be engineered and approved pursuant to the International Residential Code (IRC) standards.

B. Retaining wall systems over six feet (6') in height shall be terraced to form benches or landings which can be landscaped. Terraced walls shall be offset at a one to one (1:1) ratio.

C. Retaining walls shall be moisture proofed on the retaining side of the wall below grade.

D. Walls installed during the project development process will be required to comply with the Santa Clara City Construction Design Standards, Section 4.3.2.5, Retaining Walls Required. (Ord. 2022-02 § 1)

17.28.070: VACANT LOTS:

For the purpose of this chapter, it shall be presumed that a vacant lot shall contain a minimum front, side and rear yard that are otherwise required by ordinance. In any required side and rear yard on vacant lots, the maximum height of fences shall not exceed six feet (6'). In any required front yard setback, the maximum height of fences shall not exceed three feet (3'). A non-site obstructing see-through fence that is at least fifty percent (50%) open is allowed at four feet (4') in height and may be erected at the property line. (Ord. 2022-02 § 1)

17.28.080: FENCES ON THE PUBLIC RIGHT OF WAY:

No fence approved under this chapter shall be erected beyond a property line or on the public right of way, without the issuance of a special permit by the city. Approval of a fence on the public right of way shall be considered subject to the following conditions:

A. No fence shall be erected within one foot (1') of an existing or future sidewalk, within a four-foot (4') radius of a fire hydrant, or within a two-foot (2') radius of small utility boxes, light and power poles. Obtain verification from the electrical department for radii on other utility boxes.

B. The city shall retain the right to remove any fence on the public right of way for any purpose it deems necessary. Removal shall be at the sole expense of the property owner.

C. Maintenance of the area between the sidewalk and the property line shall be the responsibility of the property owner. (Ord. 2022-02 § 1)

17.28.090: FENCES ON CONTROLLED ACCESS STREETS:

On controlled access streets, walls, fences, or hedges may be erected to a height of six feet (6') in the setback area, except that a six-foot (6') fence may not be constructed within the area intersected by the right-of-way lines of the curb returns, but not less than thirty feet (30'). See subsection 17.28.030 B. of this chapter. The triangular area may be either

landscaped with low, spreading shrubs, rock landscaping, or paved as part of the sidewalk area. (Ord. 2022-02 § 1)

17.28.100: FENCES FOR RECREATION USE:

A. On interior side and rear property lines, a chain-link fence may be erected to a height of twelve feet (12') for the purpose of enclosing a tennis court, or other court game area. Said fence may not be located within the setback area of yards abutting a front or street side yard.

B. A fence not less than four feet (4') in height shall be erected around all private outdoor swimming pools, hot tubs, or other similar pools not otherwise enclosed (or covered for hot tubs). The specifications for the fence and gates, for residential application, shall be the same as those provided in the International Swimming Pool and Spa Code (ISPSA). This required fence or wall may encompass any amount of the lot or parcel, except that a swimming pool on the same lot and accessory to a dwelling unit shall not be located within the front yard setback. Exceptions:

1. Spas and hot tubs with lockable safety cover that complies with the ASTM F 1346.
2. Swimming pools with a powered safety cover that complies with the ASTM F 1346.

C. A fence not less than six feet (6') in height shall be erected around all public or commercial swimming pools.

D. Fences at a minimum of six feet (6') in height shall be erected around all ponds, canals, or ditches, where, in the opinion of the planning commission, there is determined to be a potential hazard to the health, and safety of surrounding areas or developments. (Ord. 2022-02 § 1)

17.28.110: FENCES REQUIRED IN CERTAIN AREAS:

A. Fences surrounding developments having no individual lots that front on public streets, such as subdivisions with limited access, or planned developments larger than one acre, may have a solid fence in the front setback area to a height of six feet (6'), except that such fence shall be reduced to three feet (3') at driveway entrances and intersections in the same manner as required elsewhere in this chapter.

B. All commercial and industrial developments, in areas zoned accordingly, having a common lot line with property used for residential purposes shall be considered the same as the requirements of a residential interior lot line. Refer to section 17.28.020 of this chapter. (Ord. 2022-02 § 1: Ord. 2012-18)

17.28.120: NONCONFORMING FENCES:

Nonconforming fences shall not be reconstructed except in conformance with the requirements of this chapter. (Ord. 2022-02 § 1)

17.28.130: COURTYARD WALLS OR FENCES:

A courtyard wall or fence (a solid wall, or fence attached to the front dwelling unit and located in the front yard setback area) is allowed as per the following conditions:

A. Front Yard Setback: Front yard facing courtyard walls shall be located fifteen feet (15') from the front property line.

B. Height: The height of such wall or fence shall not exceed four feet (4') in height as measured from the main floor elevation of the dwelling.

C. Application And Review: A building permit as required by section 17.28.015 of this chapter shall be required for all courtyard walls and fences subject to the following:

1. A plan shall be prepared showing the total front yard of the dwelling unit drawn to scale and showing where the proposed courtyard will be located. The application shall also include a front elevation of the dwelling, or a picture of the front of the dwelling, showing how the front will appear with the wall or fence constructed.

2. A detailed plan is required to show how the wall or fence would tie in with the architectural theme of the home, which is complimentary in style and materials of the primary residence.

3. The application shall be submitted to the TRC staff for review. In addition to how the proposal complies with this section, the TRC shall also consider how the proposed wall or fence may impact adjacent dwellings. Construction materials and aesthetic appeal will also be considered in determining whether to approve the request and authorize a building permit for the courtyard fence. City staff may submit the request to the Planning Commission for their review and consideration at the next available meeting. (Ord. 2022-02 § 1)

17.28.140: UTILITY METERS:

Access to utility meters shall be readily accessible. Enclosing a utility meter with a wall or fence is in violation of city code, section 13.08.270, Access to Premises. (Ord. 2022-02 § 1)

17.28.150: WALL AND FENCE MATERIAL:

Building materials that are not specifically manufactured, listed, or commonly used to construct walls or fences are prohibited. (Ord. 2022-02 § 1)

17.28.160: FENCES NOT OTHERWISE IDENTIFIED:

The Planning Commission shall review all requests for any type of fence not specifically identified in this chapter, and may approve said fence if, in the opinion of the Commission, the fence does not impair the intent and purpose of this title. (Ord. 2022-02 § 1)

17.28.170: BARBED WIRE:

Barbed wire, or similar fencing material shall be prohibited in all zones except agricultural. However, barbed wire, or similar fencing material is allowed for security purposes for public utilities and/or facility uses, and shall conform to the following restrictions:

- A. Barbed wire, or similar material shall be pulled tight and not rolled or coiled.
- B. Straight strands of barbed wire, or similar material on top of fences or walls shall not exceed a total height of seven feet (7'). (Ord. 2022-02 § 1)

17.28.180: 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 ten feet (10'). A rock cut slope greater than ten feet (10') 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 sixteen feet (16').

C. If a rock cut slope is four feet (4') in height or greater and determined by a 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 protective stacked rockery face, a segmental block face, or other form of protective face that is approved with a sensitive lands permit. If a protective face is approved with a sensitive lands 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 the protective face for a single rock cut slope shall not exceed ten feet (10').

3. Terraced protective faces are allowed. The maximum combined height of a tiered protective face for a rock cut slope shall be sixteen feet (16') 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.

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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: 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







**CITY OF SANTA CLARA, UTAH
ORDINANCE NO. 2026-17**

**AN ORDINANCE AMENDING SECTION 17.28.180 OF THE SANTA CLARA CITY
MUNICIPAL CODE, “ROCK CUT SLOPES,” TO UPDATE REGULATIONS
GOVERNING ROCK CUT SLOPES; AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City of Santa Clara Municipal Code establishes regulations governing land use and development within the City; and

WHEREAS, the City has reviewed Section 17.28.180, “Rock Cut Slopes,” and determined that amendments are necessary to clarify and update the requirements applicable to rock cut slopes within the City; and

WHEREAS, the proposed amendments update Section 17.28.180 of the Santa Clara City Municipal Code regarding the design, construction, and regulation of rock cut slopes; and

WHEREAS, the proposed amendments were discussed with the Planning Commission on June 11, 2026; and

WHEREAS, the proposed amendments were discussed with the City Council on June 24, 2026, and July 22, 2026; and

WHEREAS, the Planning Commission held a duly noticed public hearing on August 13, 2026, to receive public comment regarding the proposed amendments to Section 17.28.180 of the Santa Clara City Municipal Code; and

WHEREAS, notice of the public hearing was provided in accordance with applicable Utah State law, including the requirements of Utah Code Section 10-20-502; and

WHEREAS, the Planning Commission forwarded a recommendation of approval of the proposed code amendment to the City Council following the public hearing held on August 13, 2026; and

WHEREAS, the City Council has reviewed the proposed amendment, the recommendation of the Planning Commission, and the supporting materials regarding Section 17.28.180, “Rock Cut Slopes”; and

WHEREAS, the City Council finds that the proposed amendment promotes orderly development, establishes appropriate standards for rock cut slopes, protects public health and safety, and serves the best interests of the City and its residents;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Santa Clara, Utah, as follows:

SECTION 1. Amendment

Section 17.28.180, “Rock Cut Slopes,” of the Santa Clara City Municipal Code is hereby amended as set forth in Exhibit “A,” attached hereto and incorporated herein by this reference.

SECTION 2. Effective Date

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

ADOPTED AND APPROVED by a duly constituted quorum of the City Council of the City of Santa Clara, Utah, this **9th day of September, 2026**.

IN WITNESS THERETO:

Jarett Waite, Mayor

ATTEST:

Selena Nez, City Recorder

EXHIBIT “A”

Amended Section 17.28.180, “Rock Cut Slopes,” of the Santa Clara City Municipal Code

Mayor

Jarett Waite

City Manager

Brock Jacobsen



City Council

Christa Hinton

Dave Pond

Janene Burton

Mark Hendrickson

Justin Caplin

CITY COUNCIL

Meeting Date: September 9, 2026

Agenda Item: 8

Applicant: Randy and Sue Yocum

Requested by: Jim McNulty

Subject: Property Rezoning & Project Plan

Description:

Randy and Sue Yocum are requesting to Rezone Lots 1, 2, and 3 of the Big Rocks Subdivision, 4405 W. 1700 N. The subject property was recently annexed into the City and is 12.99 acres in size. The applicants are proposing to Rezone the property from the Open Space OS Zone to the Planned Development Commercial PDC Zone to allow for a wedding and event center.

Recommendation: N/A

Attachments: N/A

Cost: N/A

Legal Approval: N/A

Finance Approval: N/A

Budget Approval: N/A



City of Santa Clara
2603 Santa Clara Drive
(435) 656-4690, Ext. 225
jmcnulty@sccity.org

Staff Report

Property Rezoning & Project Plan Summary and Recommendation

Public Body: Santa Clara City Council

Meeting Date: September 9, 2026

Current Zone: Open Space OS

Proposed Zone: Planned Development Commercial PDC

General Plan Designation: Very Low Density Residential VLDR

Property Location: Lots 1, 2, and 3 of the Big Rocks Subdivision, 4405 W. 1700 N.

Property Size: 12.99 Acres

Request: Property Rezoning

Applicant Name: Randy & Sue Yocum

Staff Planner: Jim McNulty

Meeting Type: Public Meeting

PROJECT DESCRIPTION

Randy and Sue Yocum are requesting to Rezone Lots 1, 2, and 3 of the Big Rocks Subdivision, 4405 W. 1700 N. The subject property was recently annexed into the City and is 12.99 acres in size. The applicants are proposing to Rezone the property from the Open Space OS Zone to the Planned Development Commercial PDC Zone to allow for a wedding and event center.

The applicants have submitted a **Project Plan (attached)** that includes two (2) existing large homes, two (2) accessory buildings, and a large outdoor gathering area, with a parking area to be used for events. A Project Plan is required to Rezone a property to the PDC Zone. The Project Plan is intended to give the Planning Commission an idea of what uses and/or development is proposed for the property.

Chapter 17.68, Planned Development Zones, requires a review of the Project Plan. Items associated with the project include site plan layout, road improvements, project utilities, a Development Agreement, short-term rentals, parking, lighting and other identified items. City staff will further discuss the proposed project and requirements in the staff report.

PROJECT PLAN REVIEW ITEMS

City staff have worked with the applicants on several items associated with the Project Plan. The following includes required information from Chapter 17.68, Planned Development Zone:

1. **Site Plan Layout:** Access to the site will be provided via 1700 N., through the Davis Anderson property that connects with an existing BLM/County Road #0842 (dirt and gravel road), maintaining the existing 20' width to the property boundary. This connects to both the upper home and lower home access points. The **upper home** includes a private 28' driveway with a Knox Box and turn-around for fire and emergency vehicle access. The **lower home** includes a private 28' driveway with a Knox Box and turn-around for fire and emergency vehicle access, as well as access to the **parking area for events**. This provides access to the **large outdoor gathering area and accessory buildings** associated with the wedding and event center. The large outdoor gathering space is approximately 30,000 sq ft in size, with the two (2) accessory buildings being 1,560 sq ft and 2,750 sq ft. respectively. In addition, the applicants have provided a **required 28' driveway with a hammerhead turn-around** providing fire and emergency vehicle access to outdoor gathering area and the two (2) accessory buildings.
2. **Road Improvements:** Future road improvements for this project are unique and include Public, BLM, Santa Clara Field Canal Company, and Yocum properties.
 - a. **Public Road Improvements (45' cross-section)** will be required through the Davis Anderson Property (previously owned by Kelly Graff) with a future residential subdivision being planned for the site.
 - b. The **BLM Road improvements will include a 48' cross-section** to include 28' of asphalt, with 10' burrow ditches on either side.
 - c. The **Santa Clara Field Canal Company** improvements will include a **25' all-weather access road**.
 - d. The **Yocum Private Driveway** improvements will include a **28' all-weather access driveway**. A Development Agreement is required for the project.
3. **Dust Control:** The future road improvements for this project are unique and will not be installed until certain items are addressed as discussed above (**Road Improvements**). The applicants will be required to **submit a Dust Control Plan** prior to additional events occurring on the property. Precautionary measures are needed to protect the general health, safety, and welfare of residents living in the vicinity.
4. **Project Utilities:**
 - a. The applicants are proposing to use the **existing septic system** originally installed for the property. City staff research indicates that septic capacity will limit the upper home to 12 people and the lower home to 8 people at maximum capacity.
 - b. The applicants propose to use the existing water connection to both homes. The proposed commercial use of the property requires an **upgrade to an 8" waterline** to provide for two (2) fire hydrants. Additionally, the applicants are required to work with the Santa Clara Field Canal Company to **provide a 20' waterline easement**. A note has been provided on the Project Plan along with an **Easement Exhibit Drawing (attached)**.
 - c. The applicants intend to use the **existing power provided to the site (Rocky Mountain Power)**. Future site improvements will require connecting to City sewer and power.
 - d. A **45' Public Utility Easement PUE** is required along the lower private driveway providing access to the event space and parking areas (see Project Plan).

Request: Property Rezoning

5. **Development Agreement:** City Attorney, Matt Ence, has worked with the applicants and legal counsel on a required Development Agreement for the project. This item will be discussed separately on the Planning Commission agenda.
6. **Short-Term Rentals:** The applicants are proposing to use the **two (2) existing homes on site as short-term rentals** to support and enhance the operations, which they believe will create a unique venue for the community. The PDC Zone allows for short-term rentals as a conditional use. The upper home is 4,950 sq ft in size. The lower home is 7,620 sq ft in size. Occupancy will be limited to 12 people for the upper home, with 8 people for the lower home as discussed above (**Project Utilities**). The Conditional Use Permit application will be reviewed by the City Council along with the Rezoning application and Development Agreement.
7. **Parking:** The Project Plan includes a parking area with **78 parking spaces for the wedding and event center**. It also includes 10 parking spaces for both the upper home and lower home (**20 spaces total**) to be used as short-term rentals for a total of **98 parking spaces**. A wedding and event center use is not included in Chapter 17.32, Parking Requirements of City Code. City staff have researched this item and determined that an **average of 2.5 people per vehicle** appears to be the standard used by the Institute of Transportation Engineers ITE for this type of use. This equates to a parking capacity **allowing 245 people**. Finally, it appears that the parking area could be expanded in the future if needed.
8. **Site Landscaping:** A Landscape Plan has not been provided; however, the applicants intend to utilize the site as currently improved. If additional landscaping is proposed, the applicants are required to submit this information to City staff for review. All landscaping must comply with **City Ordinance #2024-02, Water Efficient Landscaping and Conservation Standards**.
9. **Outdoor Lighting:** Lighting information has not been provided. City staff recommend that all site lighting be **shielded and directed downward to avoid any light spill**. It appears that wall pack lighting on the existing buildings and low mounted ground accent lighting and pathway lighting would be sufficient. If additional lighting is proposed, the applicants are required to submit this information to City staff for review.
10. **Project Signage:** No information has been provided for signs. If signs are proposed on the property, it will require review and approval by the Planning Commission at a later date.
11. **Portable toilets and washing sinks:** The Project Plan includes an area for portable toilets. City staff recommend that the applicants review the portable toilet and washing sink requirements with their service provider to determine what's needed for events.
12. **Noise:** A noise complaint associated with a recent event on the property was submitted to City staff. Apparently, music can be heard from the existing single-family homes to the southeast within the Hills @ Santa Clara, Phase 2 Subdivision. The applicants are required to comply with Chapter 9.12.020, and Chapter 9.12.021, Excessive Noise Prohibited of City Code.

NEIGHBORHOOD RESPONSE

Notices were sent to the property owners within 300' of the subject property prior to the August 13, 2026, Planning Commission meeting. The subject property was also posted as per State Code. The City Council, Planning Commission, and City staff received comments from a resident on August 12, 2026 (attached).

GENERAL PLAN CONSIDERATION

This property was **annexed into the City on August 13, 2025 (Rosenbruch Annexation)**. Additionally, Santa Clara City adopted an updated General Plan in 2025. The Future Land Use Map includes a Very Low Density Residential VLDR designation for the subject property. The description for VLDR states the following:

“This classification is intended for rural or semi-rural areas where development is limited to fewer than two dwelling units per acre. It supports large-lot single family homes, agricultural uses, and open space buffers. This designation helps preserve natural landscapes, reduce infrastructure demands, and maintain the rural character of the community’s outskirts or environmentally sensitive areas.”

The proposed Rezoning application would allow for the proposed wedding and event center to be legally established on the property. City staff and legal counsel believe that the proposed use of property is encouraged by the General Plan.

REZONING APPLICATION

City staff and legal counsel have discussed the proposed Rezoning application. We believe that the proposed Rezoning is in harmony with the rural character of the property. The applicants informed the City that they intended to Rezone the subject property to allow for the proposed wedding and event center during the Annexation process.

REZONING CONSIDERATION

Chapter 17.18.090 of city code provides standards of review for the City. In consideration of any zoning map amendment (Rezoning), the land use authority shall consider the following matters, and the City Council shall give reasonable consideration to the following:

- a. Is the proposed use suitable in view of the zoning and development of adjacent and nearby property.
Yes.
- b. Will the proposed use adversely affect the existing use or suitability of adjacent or nearby property.
No.
- c. Are there substantial reasons why the property cannot or should not be used as currently zoned.
Yes.
- d. Will the proposed use cause an excessive or burdensome use of public facilities or services, including, but not limited to streets, schools, water or sewer utilities, and police or fire protection.
No.
- e. Is the proposed use compatible with the purpose and intent of the General Plan.
Yes.
- f. Will the use be consistent with the purpose and intent of the proposed zoning district.
Yes.
- g. Is the proposed use supported by new or changing conditions not anticipated by the General Plan.
No.
- h. Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to the unrestricted use of property.
Yes.

STATE CODE CONSIDERATIONS

Utah Code, Section 10-20-503, includes requirements for a Rezoning of property. To consider a rezoning, a city must hold at least one public hearing. Additionally, a public hearing to consider the item requires 10 days' notice rather than 24 hours' notice. A notice must also be sent to all property owners within 300' of the subject property, with a notice in a visible location, with a sign of sufficient size and durability. The City is also required to post on the State Public Notice website. City staff have determined that all State Code requirements have been met with this application.

CITY STAFF RECOMMENDATION

The Planning Commission held a public hearing on this item on August 13, 2026. The Planning Commission recommended approval of the item by a 5 – 2 vote. City staff recommend that the City Council review the submitted Rezoning & Project Plan application to determine if the application is complete. The City Council may approve, modify and approve, or deny the application. If the application is determined to be complete, City staff would recommend that the City Council consider granting approval of the application subject to the following conditions:

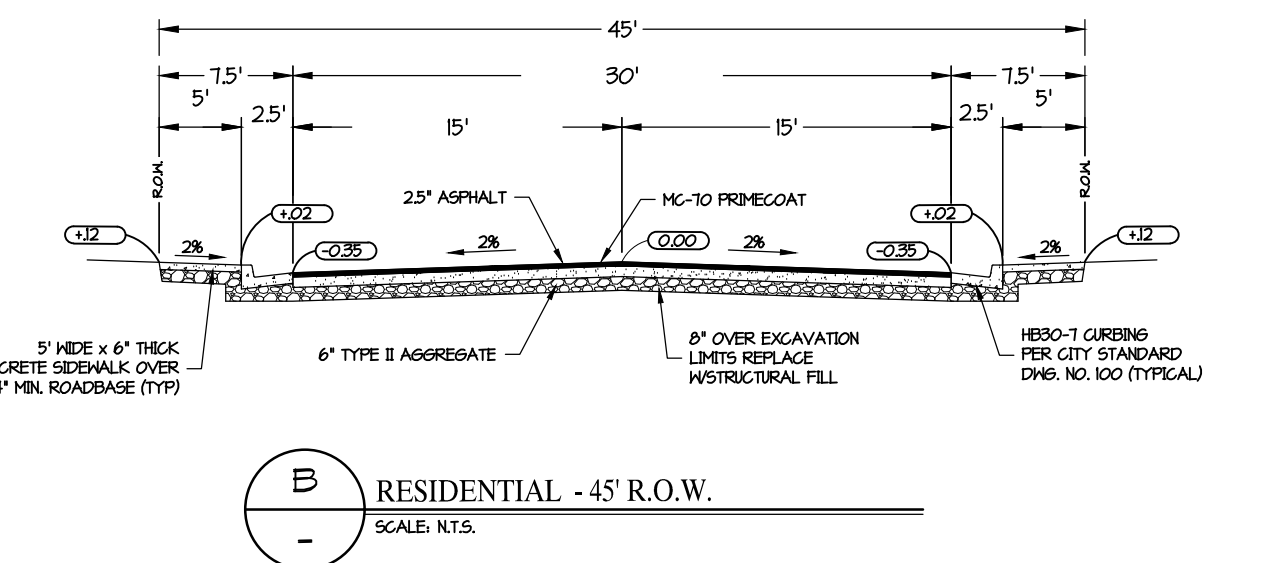
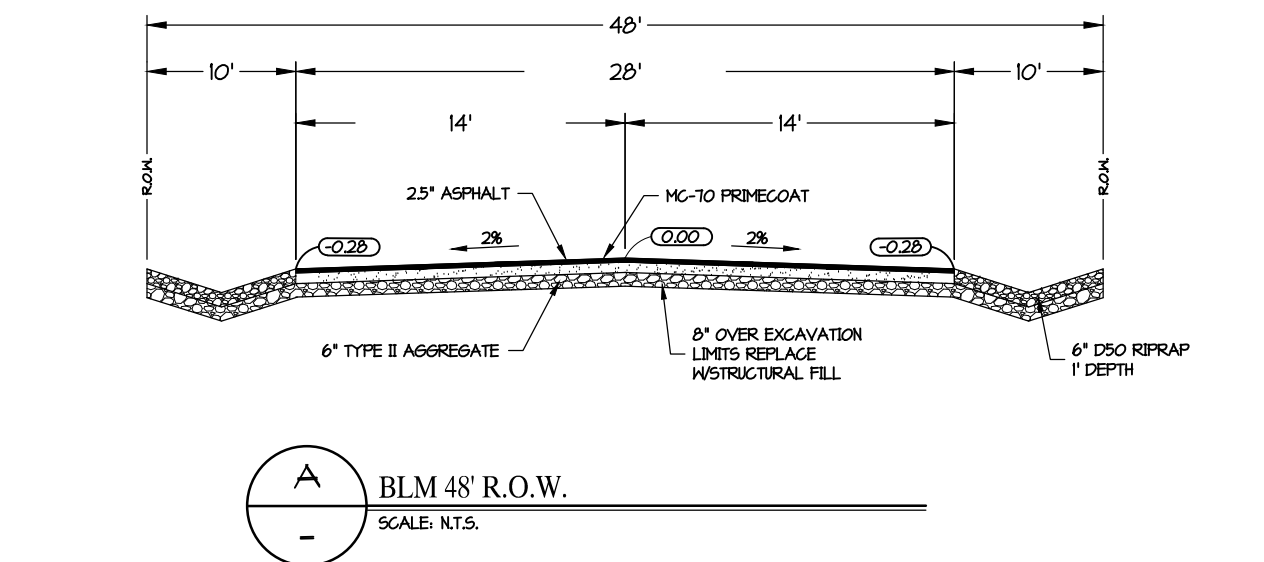
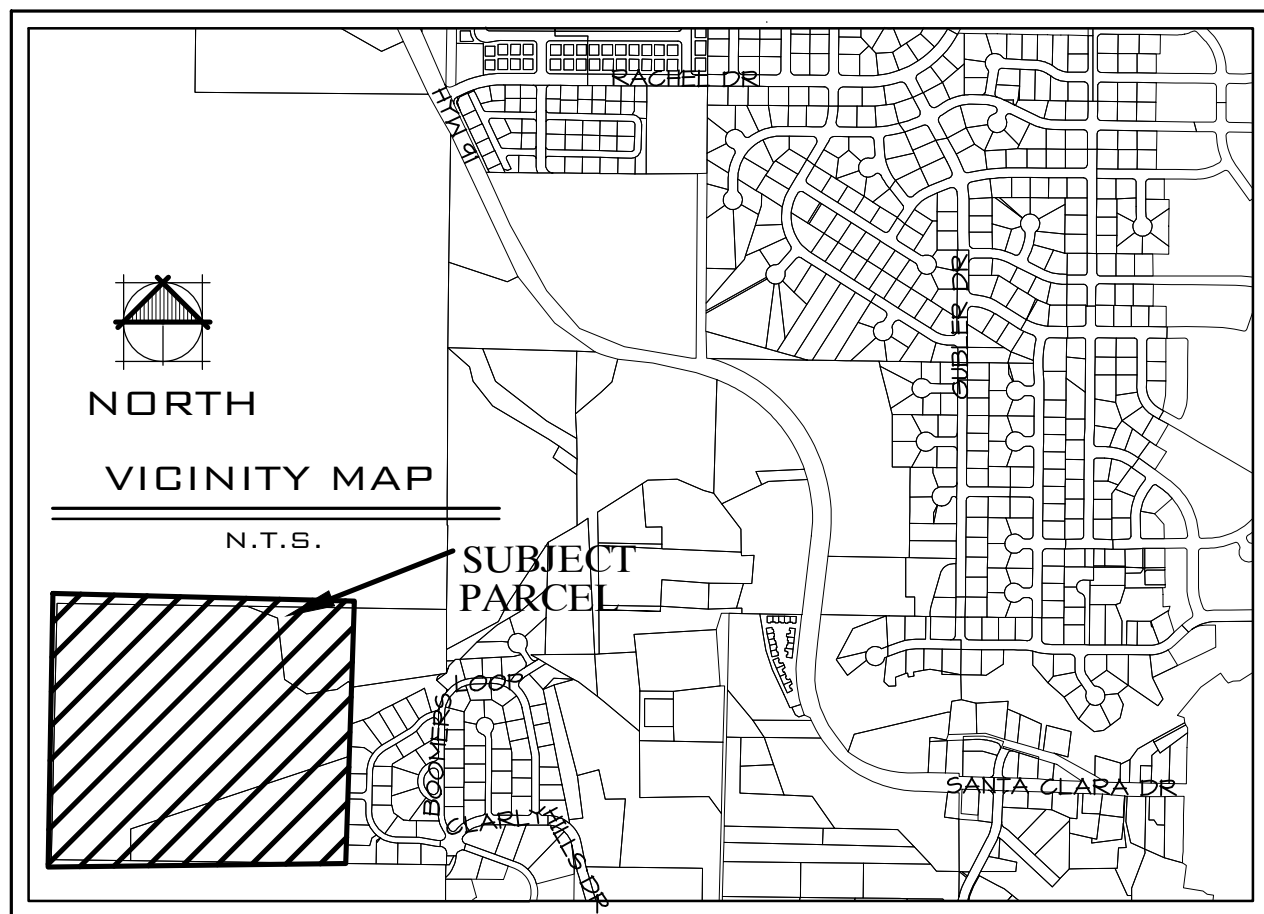
1. That the applicants are required to comply with the recommendations from all city reviewing departments.
2. That the applicants are required to install site improvements which meet city standards.
3. That the project be built and/or improved according to the Project Plan. That this includes but is not limited to all items listed in the staff report.
4. That the project complies with all requirements within the Development Agreement. That the Development Agreement be signed by both parties and recorded prior to any operations occurring associated with the wedding and event center use.
5. That the future road improvements (Public Road, BLM Road, Santa Clara Field Canal Company Road, and Yocum's Private Driveways including all Fire Code requirements) comply with items listed in the staff report and the Development Agreement.
6. That a dust control plan be submitted by the applicants prior to additional events occurring on the property to protect the general health, safety, and welfare of residents living in the vicinity.
7. That the project utilities comply with the items listed in the staff report and the Development Agreement.
8. That the proposed short-term rentals be approved as a conditional use by the City Council and included within the Development Agreement.
9. That the project parking includes 78 spaces for the wedding and event center, as well as 10 spaces for both the upper home and lower home for a total of 98 parking spaces.
10. That if additional landscaping is proposed, it must comply with City Ordinance #2024-02, Water Efficient Landscaping and Conservation Standards.
11. That outdoor lighting includes wall pack lighting on existing buildings and low mounted ground accent lighting and pathway lighting. If additional lighting is proposed, it must be submitted to City staff.
12. That project signage on the property be reviewed and approved by the Planning Commission at a later date.
13. That the applicants review the portable toilet and washing sink requirements with their service provider to determine what's needed for events.
14. That the applicants are required to comply with Chapter 9.12.020, and Chapter 9.12.021, Excessive Noise Prohibited of City Code.
15. That the proposed property Rezoning complies with Chapter 17.18.090 items below:

Request: Property Rezoning

- a. The proposed use is suitable in view of the zoning and development of adjacent and nearby property;
- b. The proposed use will not adversely affect the existing use or suitability of adjacent or nearby property;
- c. There are substantial reasons why the property cannot or should not be used as currently zoned;
- d. The proposed use will not cause an excessive or burdensome use of public facilities or services, including, but not limited to streets, schools, water or sewer utilities, and police or fire protection;
- e. The proposed use is compatible with the purpose and intent of the General Plan;
- f. The proposed use is consistent with the purpose and intent of the proposed zoning district.
- g. The proposed use is not supported by new or changing conditions anticipated by the General Plan;
- h. The proposed use does reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to the unrestricted use of property.

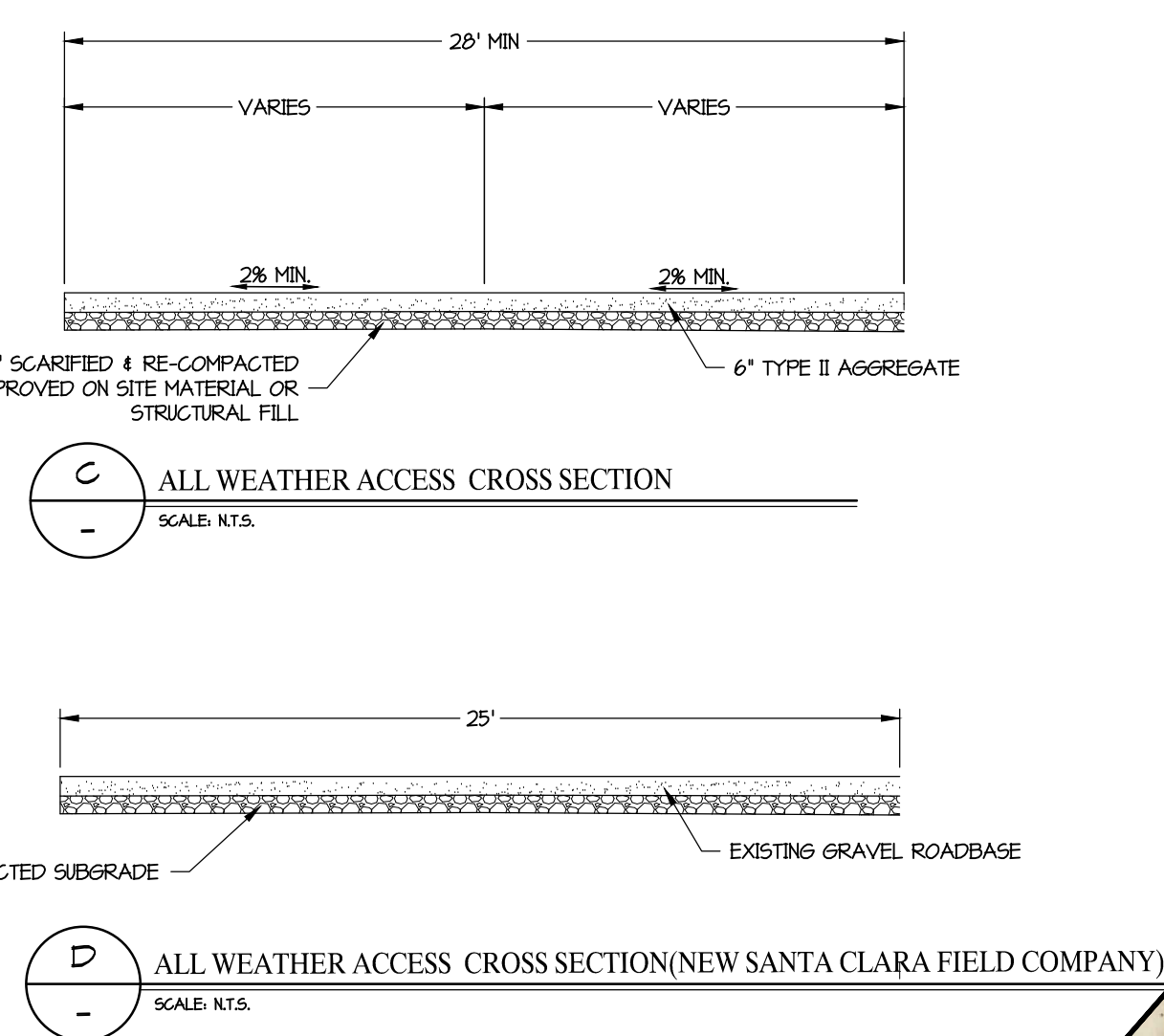
With the following findings:

- 1. That the Rezoning is compliant with the Santa Clara General Plan and Future Land Use Map, Very Lower Density Residential VLDR.
- 2. Adjacent properties in the vicinity are owned by the BLM and Santa Clara Field Canal Company, which remain undeveloped, with single-family homes zoned R-1-10 to the east.
- 3. That the PDC Zone allows for a wedding and event center as a permitted use.
- 4. The PDC Zone allows for short-term rentals as a conditional use.



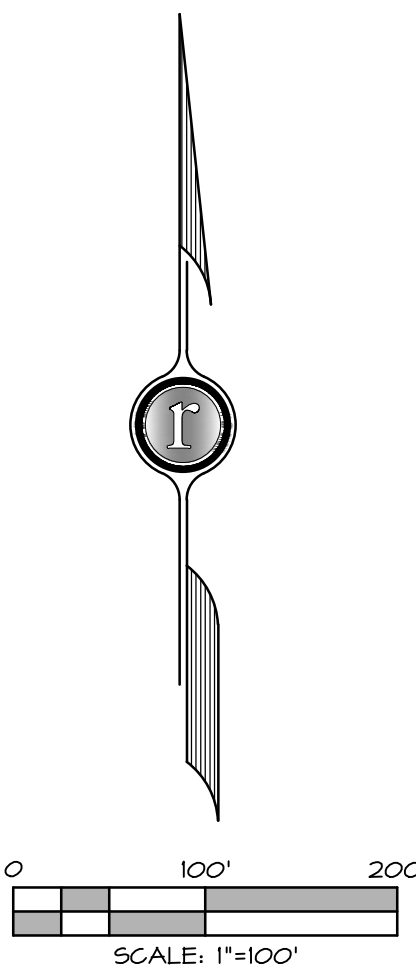
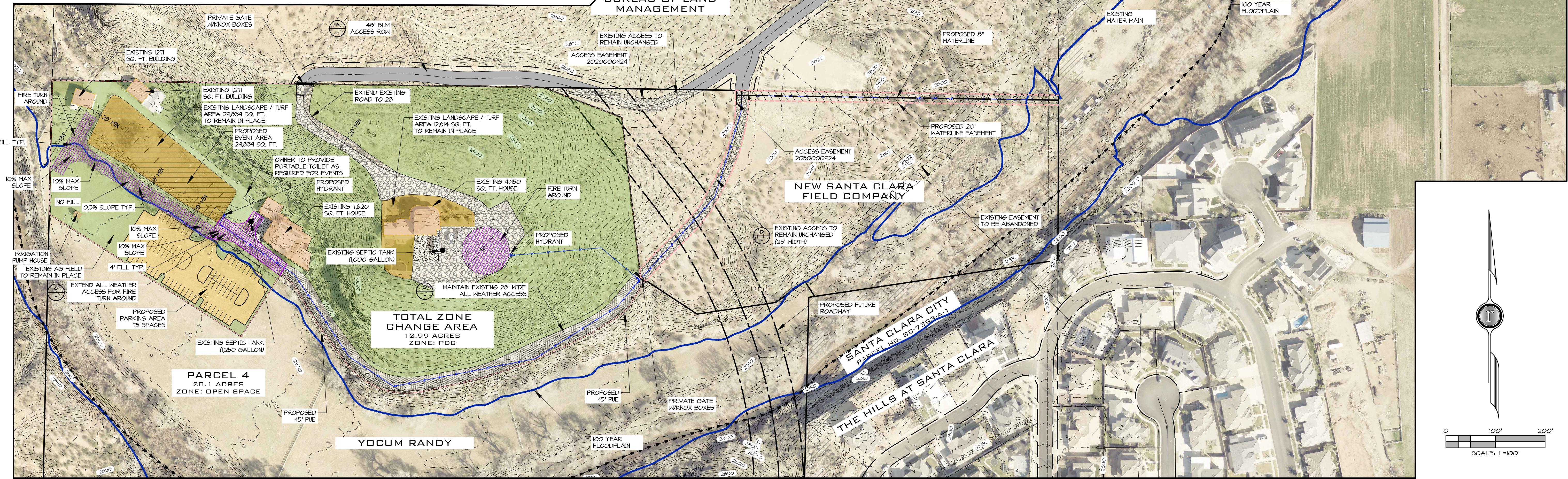
LEGEND

- EXISTING WATER MAIN
- PROPOSED 8" WATER LINE
- FUTURE ASPHALT
- EXISTING ALL-WEATHER ACCESS
- EXISTING ALL-WEATHER ACCESS
- PROPOSED ALL WEATHER ACCESS
- EXISTING CONCRETE
- EXISTING LANDSCAPE / TURF
- EXISTING BUILDING
- PROPOSED PARKING AREA
- OPEN SPACE
- PROPOSED EVENT SPACE
- FIRE TURNAROUND



NOTES

1. PROJECT TO MAINTAIN EXISTING SEPTIC TANKS.
2. PROJECT TO MAINTAIN EXISTING POWER INFRASTRUCTURE WHICH INCLUDES OVERHEAD POWER.
3. PROPOSED CULINARY WATER IMPROVEMENTS TO BE BUILT AS SHOWN.
4. TRASH BINS TO BE STORED INSIDE GARAGE OR OUT BUILDING EXCEPT DURING EVENTS.
5. CAMPING NOT PERMITTED AS PART OF ZONE CHANGE.



DATE: 7-31-26
JOB NO.: #5414-25-003
DESIGNED BY: TJB
CHECKED BY: JWB
DWG: ZONE CHANGE

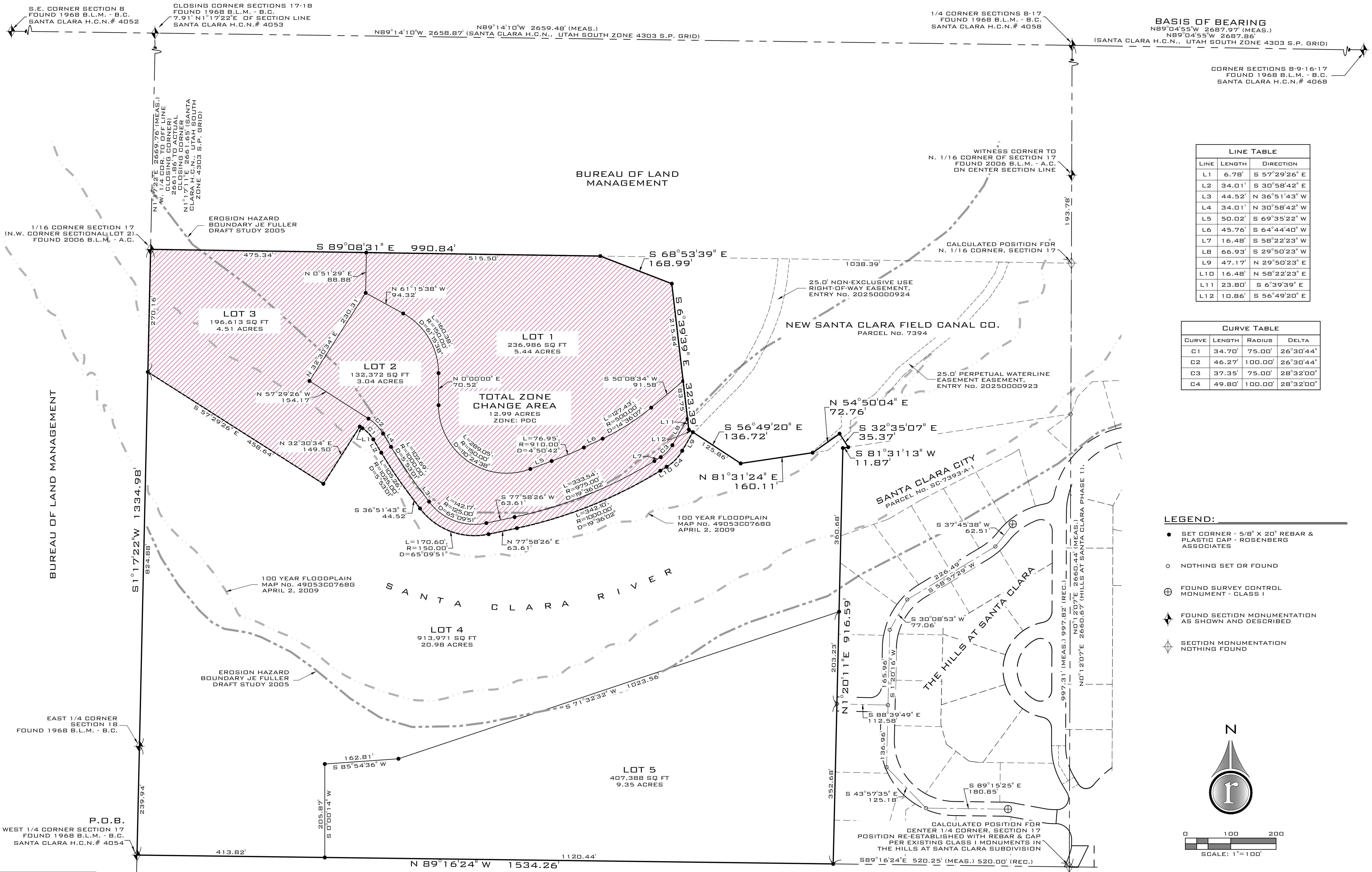
REVISIONS
DATE
DESCRIPTION

ROSENBERG
A S S O C I A T E S
CIVIL ENGINEERS • LAND SURVEYORS

352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8886, Fx (435) 673-8397
www.racivil.com

COLORED SITE PLAN
FOR
PD ZONE CHANGE - BIG ROCKS LOT 1-3
SANTA CLARA
UTAH

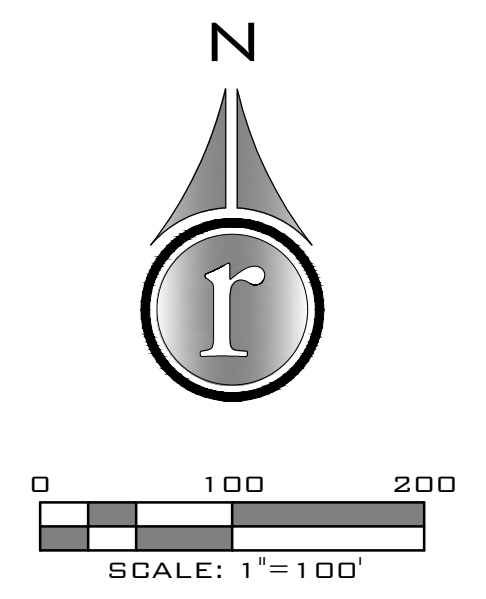
SHEET
1
1 OF 1 SHEETS



LINE TABLE		
LINE	LENGTH	DIRECTION
L1	6.78'	S 57°29'26" E
L2	34.01'	S 30°58'42" E
L3	44.52'	N 36°51'43" W
L4	34.01'	N 30°58'42" W
L5	50.02'	S 69°35'22" W
L6	45.76'	S 64°44'40" W
L7	16.48'	S 58°22'23" W
L8	66.93'	S 29°50'23" W
L9	47.17'	N 29°50'23" E
L10	16.48'	N 58°22'23" E
L11	23.80'	S 6°39'39" E
L12	10.86'	S 56°49'20" E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	34.70'	75.00'	26°30'44"
C2	46.27'	100.00'	26°30'44"
C3	37.35'	75.00'	28°32'00"
C4	49.80'	100.00'	28°32'00"

- LEGEND:**
- SET CORNER - 5/8" X 20" REBAR & PLASTIC CAP - ROSENBERG ASSOCIATES
 - NOTHING SET OR FOUND
 - ⊕ FOUND SURVEY CONTROL MONUMENT - CLASS I
 - ◆ FOUND SECTION MONUMENTATION AS SHOWN AND DESCRIBED
 - ◇ SECTION MONUMENTATION NOTHING FOUND



352 EAST RIVERSIDE DRIVE, SUITE A-2, ST. GEORGE, UTAH 84790
PH (435) 673-8586 FX (435) 673-8397 - WWW.RACIVIL.COM

SURVEY/PLAT FILE NUMBER:	09/23/2025 DATE:	C.G.A. DRAWN:
5419-25-003 JOB NUMBER:	1" = 100' SCALE:	B.E.A. CHECKED:

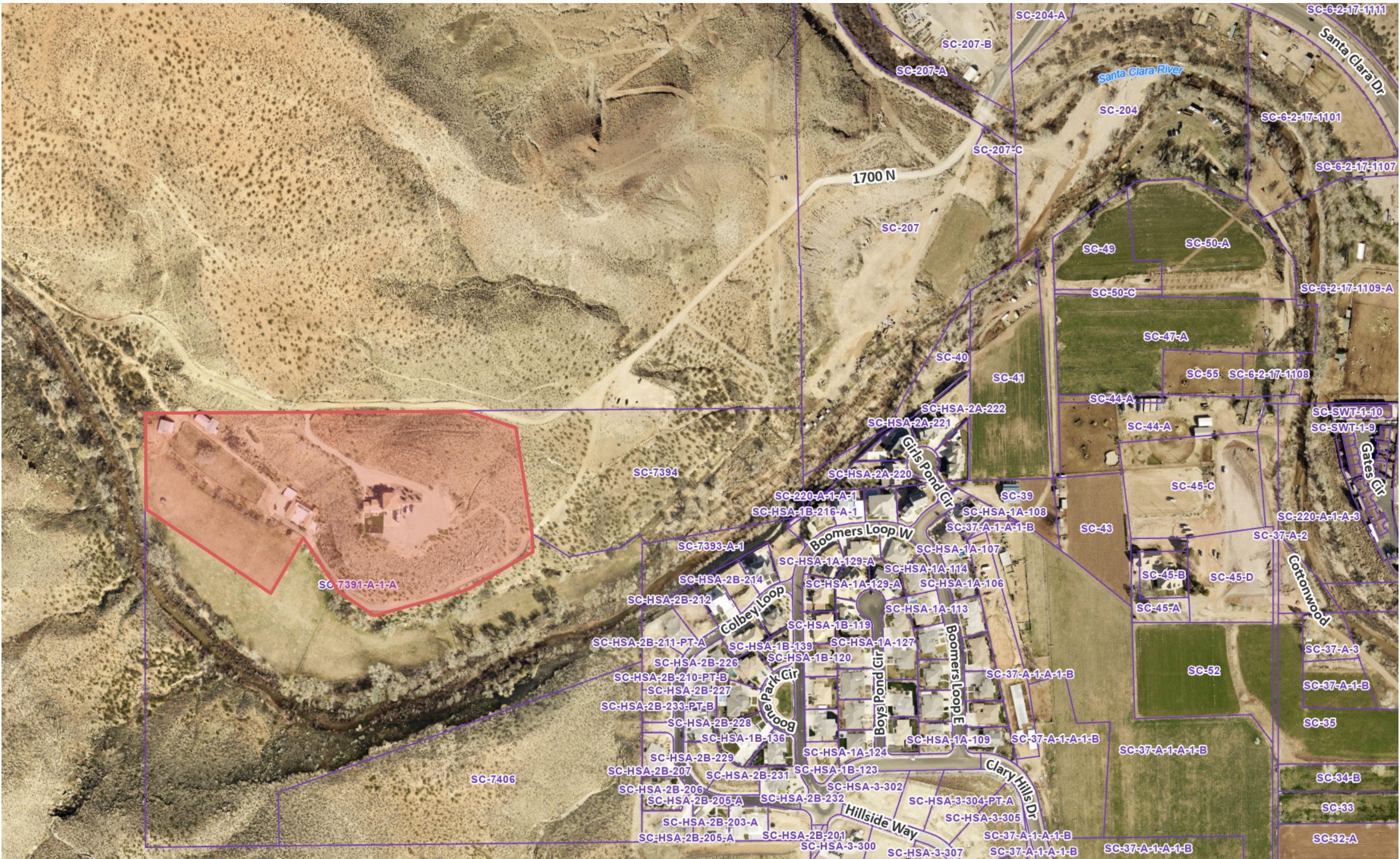
BUREAU OF LAND MANAGEMENT

ZONE CHANGE AREA MAP
BIG ROCKS SUBDIVISION

LOCATED IN N.W. QUARTER OF SECTION 17,
T.42S., R.16W., S.L.B.&M.
SANTA CLARA CITY | WASHINGTON COUNTY | UTAH



Big Rocks Lots 1-3 PD ZC



Legend

Parcels

Ownership

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



Notes

752.3 0 376.17 752.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

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

June 29, 2026

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

Subject: Right of Way Dedication Waiver - Parcel SC-7394 & BLM Property,
Big Rocks Subdivision

Dear Jim,

On behalf of Randy and Sue Yocum, Rosenberg Associates has prepared this letter to request a waiver to the requirement to dedicate the right of way for the Big Rocks Subdivision to Santa Clara City. The proposed right of way would extend from the boundary between the BLM ground and Parcel SC-207, through BLM ground and Parcel SC-7394, owned by New Santa Clara Filed Canal Co.

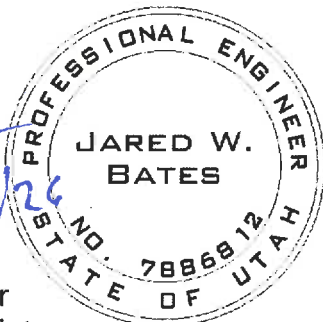
This request is deemed necessary as neither the BLM nor New Santa Clara Filed Canal Co. are willing to relinquish their property as part of the development. Additional waiver requests regarding the proposed improvement requirements and width of right of way have also been prepared due to this condition.

Randy and Sue Yocum respectfully request the City Council eliminate the requirement to dedicate the right of way to the Big Rocks subdivision to Santa Clara City as required by City Code Sections 16.24.060(I) and 16.24.060(M).

Thank you for your consideration.

Respectfully,


Jared Bates, P.E.
Principal Engineer
Rosenberg Associates



June 28, 2026

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

Subject: Right of Way Modification Request – Parcel SC-7394, Big Rocks Subdivision

Dear Jim,

On behalf of Randy and Sue Yocum, Rosenberg Associates has prepared this letter to request a modification to the right of way to access the Big Rocks subdivision through Parcel SC-7394 owned by New Santa Clara Filed Canal Co. This request is a modification from the Santa Clara City standard 45 ft wide right of way; which includes 30 ft of asphalt, curb and gutter, and 5 ft sidewalks to an access within the existing 25 ft wide easement (Instrument # 2050000924) comprised of an all weather (roadbase) surface.

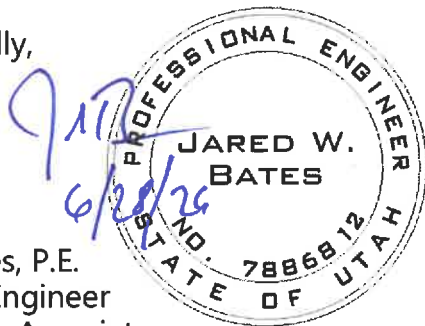
This request is deemed necessary as portions of the access between the development and Old Highway 91 are located within Parcel SC-7394, owned by New Santa Clara Filed Canal Co. The New Santa Clara Filed Canal Co. will continue to own the right of way for the foreseeable future and their representatives have communicated that the existing easement width and roadway surface must be maintained in its current condition as part of a settlement agreement established with the previous property owner.

Randy and Sue Yocum respectfully request the City Council modify the required right of way, pavement width, sidewalk, and curb and gutter requirements for the proposed development as required by the City Construction Standards, Section 3.2.2 Roadway Network Design Network, 3.2.3.3 Pavement, 3.2.4.6 Sidewalks, 3.2.4.7 Curb and Gutter and corresponding City Code Sections 16.24.060(O)(3), 16.24.060(P)(3) and 16.24.060(W).

Thank you for your consideration.

Respectfully,

Jared Bates, P.E.
Principal Engineer
Rosenberg Associates



June 28, 2026

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

Subject: Right of Way Modification Request – BLM Property, Big Rocks Subdivision

Dear Jim,

On behalf of Randy and Sue Yocum, Rosenberg Associates has prepared this letter to request a modification to the right of way to access the Big Rocks subdivision through the BLM. This request is a modification from the Santa Clara City standard 45 ft wide right of way; which includes 30 ft of asphalt, curb and gutter, and 5 ft sidewalks to a 48 ft right of way; which includes 28 ft of asphalt, and 10 ft wide borrow ditches/maintenance areas on both sides of the roadway.

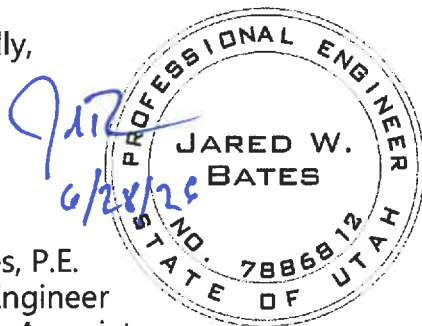
This request is deemed necessary as portions of the access between the development and Old Highway 91 are located within BLM property. The BLM will continue to own the right of way in perpetuity and their representatives have communicated that the access comprised of 28 ft of asphalt with 10 ft wide borrow ditches is the roadway that will be allowed to be constructed. Representatives have specifically stated that curb and gutter and sidewalk will not be allowed though this portion of the BLM parcel.

Randy and Sue Yocum respectfully request the City Council modify the required right of way, pavement width, sidewalk, and curb and gutter requirements for the proposed development as required by the City Construction Standards, Section 3.2.2 Roadway Network Design Network, 3.2.3.3 Pavement, 3.2.4.6 Sidewalks, 3.2.4.7 Curb and Gutter and corresponding City Code Sections 16.24.060(O)(3), 16.24.060(P)(3) and 16.24.060(W).

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, August 13, 2026**

Present: Logan Blake
Shelly Harris
Josh Westbook
Kristen Walton
David Clark
Joby Venuti
Tyler Gubler

Staff: Jim McNulty, Planning and Economic Development Director
Cody Mitchell, Building Official
Casey Stratton, Public Works Director
Matt Ence, City Attorney
Debbie Andrews, Administrative Assistant

1. Call to Order

Chair Logan Blake called the Santa Clara City Planning Commission meeting to order on August 13, 2026, at 5:33 PM.

2. Opening Ceremony

A. Pledge of Allegiance: Commissioner Harris

3. Conflicts and Disclosures

No conflicts or disclosures were reported by any Commissioners.

4. Working Agenda

A. Public Hearing

- 1. Consideration and possible action on Chapter 17.28.180, Rock Cut Slopes. The proposed code amendment would provide a new section in city code allowing for another wall option in Chapter 17.28, Walls, Fences, and Hedges. Santa Clara City, applicant.**

Jim McNulty, Planning and Economic Development Director, presented the proposed code amendment, which would add a new section, Chapter 17.28.180, to the City's existing Walls, Fences, and Hedges Ordinance to formally address rock cut slopes. Mr. McNulty noted that this amendment had been previously reviewed during Planning Commission on June 11,

2026, and was subsequently discussed with the City Council on June 24, and July 22, 2026. Both bodies expressed support for moving the amendment forward.

The amendment establishes standards for the construction of rock cut slopes, including a bench requirement calculated as a fraction of the total slope height. Commissioner Harris raised a question regarding whether the bench dimension formula applied to the total height of the slope or to an individual cut face. Wayne Rogers clarified that the bench width is calculated as one-third of the height of the tallest cut slope, plus one foot. He further explained that the maximum permitted height is sixteen feet, typically expressed as a ten-foot lower cut and a six-foot upper cut, and that practical equipment limitations often necessitate the terracing approach the code is intended to regulate. He noted that while such slopes are already present in other Washington County communities, occurrences within Santa Clara are anticipated primarily in the South Hills area.

A Public Hearing was opened. No members of the public came forward to comment. The Public Hearing was closed.

2. Consideration and possible action on a proposed Rezoning and Project Plan for property located at 4405 W. 1700 N. (Big Rocks Subdivision, Lots 1, 2, and 3). The subject properties are approximately 12.99 acres in size. The applicants, Randy & Sue Yocum, propose to Rezone the property from the Open Space OS Zone to the Planned Development Commercial PDC Zone to allow for a wedding and event center on the property.

Mr. McNulty presented the Rezoning and Project Plan application submitted by applicants Randy and Sue Yocum for approximately 12.99 acres comprising Lots 1, 2, and 3 of the Big Rock Subdivision. The applicants propose to rezone the subject property from the Open Space (OS) zone to the Planned Development Commercial (PDC) zone to establish a wedding and event center. Mr. McNulty provided background context, noting the property was annexed into Santa Clara City in August 2025, at which time it was assigned the standard Open Space Zone (holding zone) per City policy.

Mr. McNulty reviewed the key elements of the project plan, which includes two existing large residential homes, two accessory buildings, a large outdoor gathering area of approximately 30,000 square feet, and a parking area for events. The primary access to the site is via 1700 North, a dirt and gravel road adjacent to the City Shop, with road improvements spanning four different ownership categories: a public road segment across the adjacent Anderson parcel, a BLM right-of-way segment, a twenty-five-foot all-weather surface segment across Santa Clara Field Canal Company property, and private driveways serving both residences. Each driveway will be twenty-eight feet in width. The upper driveway includes a turnaround for fire and emergency vehicle access. The lower driveway includes two (2) hammerhead turnarounds for fire and emergency vehicle access.

Mr. McNulty addressed project utilities, noting that the existing septic system limit occupancy of the upper home to twelve persons and the lower home to eight persons. The proposed commercial use requires an upgrade from a two-inch to an eight-inch waterline to serve two (2) new fire hydrants. Existing power service is provided by Rocky Mountain

Power, with a transition to Santa Clara City power required upon any future expansion. Additional elements of the project plan reviewed included Dust Control requirements, Parking requirements, Water Efficiency Landscaping Standards, shielded Outdoor Lighting, a prohibition on Project Signage without subsequent Planning Commission approval, Portable Sanitation Facilities, and compliance with the City's Noise Ordinance (Chapter 9.12.020 and 9.12.021).

Mr. McNulty noted that a noise complaint had been received from residents of the Hills at Santa Clara Phase 2 subdivision, and that a written public comment document had been submitted the prior evening and distributed to all Planning Commissioners and City staff. He clarified that the property's General Plan Land Use Classification is Very-Low Density Residential, noting that while the current zoning is Open Space, the General Plan Land Use Classification was selected to reflect the rural character of the area rather than to preclude a use such as that proposed. Staff concluded that the proposed rezoning meets the criteria established under Chapter 17.18.090, Rezoning Consideration and all applicable state code requirements under Utah Code Section 10-20-503 and recommended that the Planning Commission consider forwarding the application if complete, to the City Council subject to fifteen conditions and four findings.

The Public Hearing was opened. Three residents from the neighboring Hills at Santa Clara Subdivision spoke in opposition.

Ryan Sullivan expressed concern that events had already been taking place on the property without proper entitlement, stating this indicated a disregard for applicable regulations. He also raised significant concerns about noise, describing the topography as acting like an amphitheater that channels sound directly into the surrounding neighborhood. Ryan also indicated that he witnessed a car driving off a cliff from the Upper House a few months ago.

Adrian Galvez echoed the noise concerns, noting music had been audible as late as 2:00 AM. He further expressed apprehension about the broad implications of commercial zoning, suggesting that if the current owners were to sell, the commercial designation could allow uses beyond a wedding venue in the future.

Neil Flora raised concerns about the nature of short-term rentals based on personal experience, questioned the adequacy of noise and lighting controls in the project plan, and stated that residents had purchased their homes in anticipation of a quiet, rural environment.

No further comments were offered. The Public Hearing was closed.

City Attorney, Matt Ence, clarified that the PDC Zone, unlike a standard Commercial Zone, ties the zoning approval to a specific project plan, meaning any future change in use by any owner would require a new Public Hearing and Planning Commission review. He further confirmed that the Development Agreement specifically prohibits the service of alcoholic beverages without proper city and state licensure, and that this process would require separate approval. Mr. Ence also noted that the Development Agreement contains an explicit provision allowing the City to suspend or terminate the applicants' vested development rights in the event of repeated or chronic violations of noise, dust control, or other City Ordinances,

which he described as a particularly strong enforcement tool not typically included in standard Development Agreements.

Commissioner Gubler raised the question of operational hours and time-specific noise controls, noting the funnel-shaped topography of the canyon. Mr. McNulty indicated that the standard noise ordinance establishes allowable hours of 7:00 AM to 11:00 PM. Mr. Ence indicated that additional, more tailored restrictions could be crafted within the Development Agreement if directed by the Planning Commission and/or City Council.

Commissioner Westbrook asked about enforcement mechanisms for Development Agreement violations. Mr. Ence explained that the City has both a criminal misdemeanor path and an administrative citation process for ordinance violations, and that the Development Agreement provides an additional remedy for terminating the applicants' vested rights.

Commissioner Harris asked about the Development Agreement, Item 5.5. Mr. Ence indicated that this section is specific to the proposed short-term rentals to mitigate any negative impacts of the use. Mr. Ence also discussed the requirements found in Chapter 17.68.060 of city code. Commissioner Walton asked about the tax revenue benefits for the City. Mr. Ence spoke about TRT (short-term rentals) and possible tax revenue benefits for this land use.

Commissioner Blake asked about the proposed roads providing access to the project. Mr. Ence indicated that four (4) different road cross-sections are proposed (Public, BLM, SCFCC, and Driveways). Each one is specifically addressed in the Development Agreement.

Commissioner Venuti expressed concern about the adequacy of the twenty-five-foot gravel access road across the Santa Clara Field Canal Company SCFCC property, noting it would serve as the primary access for event traffic and would likely generate dust. Mr. Ence acknowledged that access was the most significant challenge with this property and confirmed that the SCFCC segment, being an exception to city standards, would require City Council approval of an exception. He noted the road does comply with minimum fire code standards. Venuti also noted that the planned Western Corridor Road would eventually run adjacent to the property, a development that could significantly change the surrounding noise environment in the future.

Dennis Frei, President of the Santa Clara Field Canal Company, addressed the Commission and explained that a previous lawsuit resulted in a prescriptive easement settlement that expressly prohibits asphalt on the Canal Company's property. He noted that both the road and the waterline exist as prescriptive easements that are relocatable, provided there is continued access to the property through an established gated entrance. The Canal Company is constrained from granting a formal dedicated easement or allowing pavement on that stretch.

Mr. Ence noted that staff had discussed the possibility of routing the new waterline along the property boundary lines rather than within the road corridor, and that discussions on the final route remained ongoing. He also confirmed that the BLM approval process for road improvements on BLM property is anticipated to take up to two years, with extension provisions built into the Development Agreement.

Commissioner Walton expressed reservations about the compatibility of a Commercial Zone with the Very Low-Density Residential Land Use Classification and stated her view that the proposed use would adversely affect the character of the adjacent neighborhood.

Commissioner Harris shared similar concerns about introducing a commercial designation into an area otherwise discussed in exclusively residential terms.

Commissioner Blake then recommended that the discussion transition to the Development Agreement for the project. Mr. Ence agreed and led the discussion on the Development Agreement. See Item B (1) below.

Commissioner Blake invited the applicants, Randy and Sue Yocum, to come address the Planning Commission with closing remarks. Sue Yocum addressed the Commission, describing the property's historical significance as a gathering place for the local community, including petroglyphs left by early Swiss settler ancestors. She emphasized that the venue is intended as an open outdoor gathering space, with accessory structures limited to equipment storage. She noted that the seasonal nature of the outdoor venue would inherently limit the frequency of events. She expressed a commitment to noise control through Airbnb-style rental agreements with guests and confirmed that the BLM has expressed interest in having the road paved through its property, pending their internal approval process.

B. Public Meeting

1. See General Business Items.

5. General Business

A. Recommendation to City Council

1. Recommendation to City Council for consideration and possible action on Chapter 17.28.180, Rock Cut Slopes. Santa Clara City, applicant.

Commissioner Westbrook moved to forward a recommendation of approval for the code amendment, Chapter 17.28.180, Rock Cut Slopes, to the City Council. Commissioner Harris seconded the motion. The motion carried unanimously.

2. Recommendation to City Council for consideration and possible action on a proposed Rezoning and Project Plan for property located at 4405 W. 1700 N. (Big Rocks Subdivision, Lots 1, 2, and 3). Randy and Sue Yocum, applicants.

Commissioner Venuti moved to forward a recommendation of approval for the proposed Rezoning and Project Plan for Big Rocks Subdivision, Lots 1, 2, and 3 (4405 W. 1700 N.) to the City Council, subject to the fifteen conditions and four findings set forth in the staff report, with special emphasis on enforcement of the city's noise ordinance and the addition of a condition that no events shall occur on the property until full entitlement (Zoning/Development Agreement, Public Safety, Business License, Liquor License) is granted by the City Council. Commissioner Westbrook seconded the motion. The motion

carried 5–2, with Commissioner Walton and Commissioner Harris voting in the negative.

B. Planning Commission Review

1. Review and Recommendation of a Development Agreement. Randy and Sue Yocum, applicants.

City Attorney, Matt Ence presented an overview of the Development Agreement, noting that recent changes to Utah Code now require that Development Agreements, which vary significantly from standard City Ordinances, be treated as Land Use decisions and reviewed by the Planning Commission prior to City Council consideration.

Mr. Ence highlighted the key provisions of the Development Agreement. The vested rights section establishes that the approved uses are limited to those identified in the Project Plan, specifically, a wedding and event venue and short-term rental properties, and that no other uses may proceed without additional public approvals. The agreement contains an explicit prohibition on the service of alcoholic beverages without proper licensure. The applicable law section includes a table in Exhibit C detailing impact fees calculated specifically for this property, broken down by lot and use category, to account for the property's unique history of prior use and partial existing city service connections.

Section 4 of the agreement ties compliance with noise, dust, and other City Ordinances directly to the applicants' vested development rights, with repeated violations giving the City the right to suspend or terminate those rights following notice. Section 5 sets forth specific developer obligations, including road improvements across three road segments with defined timetables, heightened fire detection requirements at the residences pending installation of new hydrants, construction of a new eight-inch waterline, and occupancy limits tied to certified septic capacity. The agreement also includes a progress reporting requirement unique to this project, reflecting the fact that certain improvements will be completed after the use commences rather than prior to it. The agreement is assignable and binding on any subsequent owner. Section 12 provides a detailed termination mechanism, including the City's right to revoke vested rights, including the zoning approval, in the event of non-compliance with the development timetable.

Commissioner Clark observed that the agreement was more precisely binding than Development Agreements he had previously encountered and stated he found the level of specificity appropriate and ultimately supportive of both the applicants and the neighboring community.

Commissioner Westbrook moved to forward a recommendation of approval for the Development Agreement for the Yocum property to the City Council. Commissioner Clark seconded the motion. The motion carried 5–2, with Commissioner Harris and Commissioner Walton voting in the negative.

Mr. Ence confirmed the matter will be placed on the City Council agenda for September 9, 2026. The meeting will be a public meeting, and notice will be posted on both the city and state websites.

6. Discussion Items

A. **None.**

7. Approval of Minutes

A. Request for Approval of Meeting Minutes: July 9, 2026

The Planning Commission reviewed the minutes from July 9, 2026. Commissioner Clark noted a discrepancy in the July 9, 2026, minutes, in which he appeared as both the maker and the seconder of a motion in Section 5. After brief discussion, it was determined that Commissioner Gubler had made the second in question. Commissioner Harris confirmed she had noted the same error.

Commissioner Walton moved to approve the July 9, 2026, meeting minutes as corrected. Commissioner Harris seconded the motion. The motion carried, with Commissioner Blake and Commissioner Westbrook abstaining as they were not present at the July 9 meeting.

8. Directors Report

Mr. McNulty reported that the next Planning Commission meeting is tentatively scheduled for August 27, 2026, subject to confirmation of agenda items the following week. He acknowledged the complexity and duration of the Yocum application, noting that City staff and legal counsel had worked extensively over the preceding twelve months to bring the matter to an appropriate position for a Public Hearing. Matt Ence agreed and expressed appreciation for the Commission's thorough review of the application.

9. Adjournment

Motion: Commissioner Harris moved to adjourn.

Commissioner Blake adjourned the meeting at 7:54 PM.

Jim McNulty
Planning Director

Approved: _____

8/12/2026

Greetings,

My name is Ryan Sullivan, and I am a homeowner in the Hills at Santa Clara Subdivision, which directly borders the subject property. I would like to formally express my opposition to the proposed zone change for the Big Rocks Subdivision. My concerns are outlined below:

1. According to the city's General Plan available online, the subject property is designated as Open Space. I have consistently seen zone change requests denied when they do not align with the established General Plan. The General Plan would need to be updated to designate this area as PDC before it could be re-zoned from Open Space.
2. The property currently lacks essential emergency infrastructure, including a fire hydrant and the required firetruck turnaround, both of which are necessary to support the proposed zone change and intended use.
3. The proposed change constitutes spot zoning, which should be avoided whenever possible.
4. The property is already operating without a business license or appropriate zoning approvals. I have personally observed and heard multiple events held under the name "The Ranch at Santa Clara." (See **Exhibit A**: Google reviews.)
5. A recent social media post by local influencer Macrae Heppler showcased "The Ranch at Santa Clara" and promoted a variety of planned events including weddings, reunions, short-term rentals, music events, drive-in movies, and "theater in the park." Several of these activities are already occurring without proper zoning or licensing and are not appropriate adjacent to a residential neighborhood. Link to video [here](#).
6. Event-related noise frequently carries up the canyon into the Hills at Santa Clara Subdivision, disturbing residents and affecting quality of life. I am strongly opposed to current and planned events due to these noise issues. One of my neighbors has already filed a noise complaint. One event featured a DJ and a mobile bar, with loud music blasting into my subdivision late into the night, on top of alcohol being commercially served on a property zoned as Open Space. The sign shown at the mobile bar in the following video link at the event says, "The drinks are on us, the hangover is you." The hangover is certainly on the residents of my subdivision who are forced to endure this type of disruption. Link to video [here](#).

7. The homes on the property have been used as short-term rentals without the required license or zoning approval. They are not located within the historic district or in a subdivision that permits short-term rentals in Santa Clara. On April 10th at approximately 10 p.m., I heard significant noise from inside my home and went outside, where I observed disruptive behavior from guests staying at the home at the top of the hill. I then witnessed a guest drive a vehicle off the sheer cliffside, causing further disruption. (See **Exhibit B.**)

Please ask yourself: would you want to live next to a property hosting these types of disruptive events? I believe I know the answer. In summary, I strongly oppose the proposed zone change and the proposed use of this property. I would also appreciate clarification on what actions the city is currently taking to address the ongoing unlicensed and improperly zoned activities at this location.

Thank you for your service and for all you do for our community.

Sincerely,

Ryan Sullivan
Hills at Santa Clara Subdivision resident

Exhibit A

The Ranch at Santa Clara

4405 W 1700 N, St. George, UT 84770, United States

[Write a review](#)

4.8

4 reviews ⓘ

All

chairs 2

Sort by

Most relevant

Newest

Highest rating

Lowest rating

Mary Wedeking

Local Guide · 253 reviews · 1013 photos

★★★★★ a month ago

Absolutely wonderful place for outdoor Wedding! Beautiful place



♡ Hover to react



Amy Tai

7 reviews · 8 photos

★★★★★ Edited 2 months ago

We rented both the Upper House and Lower House for 5 nights for our wedding and it exceeded every expectation!! We planned the whole thing in about three months: saw the venue the first week of February and said our vows on April 25th. The ... [More](#)

♡ Hover to react



Jackie Blood

Local Guide · 15 reviews

★★★★★ 2 months ago

It's gorgeous! The road in is a little scary and washboardy, though.

♡ ❤️ 1



Melanie Mangum

Local Guide · 19 reviews · 10 photos

★★★★★ 3 months ago

Beautiful place to have a little outside venue. Beautiful grass fields, with white folding chairs and some tables. A big tree in the middle for great shade, lights for night.

♡ ❤️ 1



Exhibit B





Mayor

Jarett Waite

City Manager

Brock Jacobsen



City Council

Christa Hinton

Dave Pond

Janene Burton

Mark Hendrickson

Justin Caplin

CITY COUNCIL

Meeting Date: September 9, 2026

Agenda Item: 9

Applicant: Randy & Sue Yocum

Requested by: Jim McNulty

Subject: Conditional Use Permit - Short Term Rentals

Description:

Randy and Sue Yocum are requesting Conditional Use Permit approval for two (2) short-term rental properties. The first is known as the “Upper House” and is 4,950 sq ft in size. The second is known as the “Lower House” and is 7,620 sq ft in size. The applicants believe the short-term rental properties will support and enhance site operations (wedding and event center).

Recommendation: N/A

Attachments: N/A

Cost: N/A

Legal Approval: N/A

Finance Approval: N/A

Budget Approval: N/A



City of Santa Clara
2603 Santa Clara Drive
(435) 656-4690, Ext. 225
jmcnulty@sccity.org

Staff Report

Conditional Use Permit Approval Summary and Recommendation

Public Body: Santa Clara City Council

Meeting Date: September 9, 2026

Current Zone: Open Space OS

Proposed Zone: Planned Development Commercial PDC

Property Location: 4405 W. 1700 N. and 4405 W. 1650 N.

Property Size: 12.99 Acres

Request: Conditional Use Permit Approval

Applicant Name: Randy & Sue Yocum

Staff Planner: Jim McNulty

Meeting Type: Public Meeting

PROJECT DESCRIPTION

Randy and Sue Yocum are requesting Conditional Use Permit Approval for two (2) short-term rental properties. The first is known as the “Upper House” and is 4,950 square feet in size. The second is known as the “Lower House” and is 7,620 square feet in size. The applicants have indicated that the proposed short-term rental properties will support and enhance site operations (wedding and event center), which they believe will create a unique venue for the community.

The subject property is on September 9, 2026, City Council agenda for consideration of a Property Rezoning and Project Plan. The applicants have requested that the property be rezoned from the Open Space OS Zone to the Planned Development Commercial PDC Zone. The proposed **rezoning would allow for short-term rentals** to be approved as a Conditional Use.

A **Development Agreement** has been drafted for the project. City Attorney, Matt Ence, has worked with the applicants and legal counsel on this item. The proposed short-term rental properties have been included in the Development Agreement.

GENERAL STANDARDS FOR CONDITIONAL USES

Chapter 17.40.055 of city code indicates that a **Conditional Use shall be approved** if reasonable conditions are imposed to mitigate the reasonably anticipated detrimental effects of the proposed use. The following standards must be met in order to mitigate the reasonably anticipated detrimental effects, if imposed as a condition of approval:

A. Noise:

1. **Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses.** *The applicants have indicated that excessive noise will be prevented through the enforcement of rental agreements and established operational standards at the Ranch. Strict quiet hours will be enforced from 10 PM to 8 AM. The 24/7 local management team is required to respond to and resolve any noise complaints within 1 hour, with provisions for immediate termination of rental agreements for non-compliance.*

B. Dust:

1. **Comply with all air quality standards, State, Federal and local.** *The applicants state that the use of the residences as short-term rentals is low impact and domestic in nature. All operations including cooking and sanitation will comply with all relevant Federal, State, and local air quality standards.*
2. **Use shall not create unusual or obnoxious dust beyond the property line.** *According to the applicants, no industrial or commercial activities are proposed that would generate unusual or obnoxious dust or odors beyond property lines.*

C. Odors:

1. **Comply with all air quality standards, State, Federal and local.** *See Item B above.*
2. **Use shall not create unusual or obnoxious odors beyond the property line.** *See item B above.*

D. Aesthetics:

1. **Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone.** *The applicants have indicated that the "Upper and Lower Houses" are existing well maintained single-family residences that are integral components of the established Ranch at Santa Clara complex. The proposed use does not involve any external modifications that would change the aesthetic character of the properties or the surrounding zone, ensuring they blend harmoniously with the neighborhood.*

E. Safety:

1. **Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rockfall, erosion, flooding, fire, hazardous materials, or related problems.** *According to the applicants both properties comply with all Santa Clara City building, health, and fire codes, including the installation of required safety equipment (fire extinguishers, smoke detectors, CO alarms) and clear emergency exit pathways.*

Request: Conditional Use Permit

F. Traffic:

1. **Traffic increases due to the conditional use shall not cause street or nearby intersection to fall more than one grade from the existing level of service grade or fall below a level of service "C".** *The applicants state that traffic generation is minimal because guests are already associated with the Ranch event venue. The vast existing parking capacity (30 spaces for upper house; 8 spaces for the Lower House; plus, acres of event parking) ensures zero street parking impact. Since the traffic is contained on the private property parcels and associated with the existing, approved event venue, the level of service on surrounding public streets and intersections will not be detrimentally impacted or reduced below level of service "C".*
2. **Uses shall follow the City's access management standards and not create hazards to other drivers or pedestrians.** *See Item F (1) above.*

G. Height:

1. **A building's height and scale shall fit into the overall context of the surrounding area.** *No new construction or changes to the existing building height or scale are proposed. The existing buildings fit within the overall context of the surrounding area.*
2. **Photo simulations may be required by City staff or Planning Commission showing all sides of the building(s) and showing how the building fits into the surrounding area, including its relationship to nearby ridges, hills, and buildings.** *N/A*

H. Hours of Operation:

1. **Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.** *The applicants state that the short-term rentals technically operate as 24/7 residences, with strict quiet hours (10 PM to 8 AM) enforced to protect the peace and quiet of any adjacent residential areas. The short-term nature of the rentals prevents the imposition of prolonged, disruptive, or "nonresidential" hours on the neighborhood.*

I. Utility Capacity:

1. **Utility capacity is sufficient to support the use at normal service levels.** *The applicants have indicated that both existing homes are already served by adequate municipal utility connections (water and power). They both have septic systems that are well maintained. The current utility capacity is fully sufficient to support the occasional domestic use associated with the proposed short-term rental operations at normal service levels.*

J. Public Health:

1. **Use shall comply with all Sanitation and Solid Waste Disposal Codes.** *The applicants indicate that the short-term rental operation will comply with all public health, sanitation, and solid waste disposal standards. Commercial waste services are already utilized for the overall Ranch property, with dedicated, secure containers and scheduled weekly pickups preventing waste accumulation and maintaining high sanitation standards.*
2. **Use shall not create public health concerns.** *See Item J (1) above.*

ADDITIONAL ITEMS/CONCERNS

This application is reliant upon the City Council granting approval of the Property Rezoning and Project Plan on tonight's City Council agenda. The proposed short-term rental properties are allowed as a Conditional Use in the Planned Development Commercial PDC Zone. The short-term rental properties are discussed in the staff report for the Property Rezoning and Project Plan.

The Development Agreement for the project includes provisions regarding short-term rentals. Section 5.5 includes "Short-Term Rental Conditions". Section 5.5(a) includes "Occupancy Limits Due to Septic Capacity". The "Upper Home" will be limited to 12 people, with the "Lower Home" limited to 8 people. These numbers are based upon City staff research on the existing septic system capacity. Section 5.5(b) includes "Other Conditions of Use". This allows the City Council to specify any additional conditions of approval as per Chapter 17.68.060, Short-Term Rental Restriction and Requirements of city code.

CITY STAFF RECOMMENDATION

City staff recommend that the City Council review the submitted Conditional Use Permit application to determine if the application is complete. The City Council may approve, modify, and approve, or deny the Conditional Use Permit application. If the application is determined to be complete, City staff would recommend that the City Council consider approving the Conditional Use Permit subject to the following conditions:

1. That the applicants/owners are required to comply with Chapter 9.12.021, Excessive Noise Prohibited of city code.
2. That the applicants/owners are required to comply with Noise, Dust, Odors, Aesthetics, Safety, Traffic, Height, Hours of Operation, Utility Capacity, and the Public Health requirements identified in the staff report as per Chapter 17.40.055, General Standards for Conditional Uses of city code.
3. That the "Upper Home" be limited to 12 people, with the "Lower Home" limited to 8 people at maximum capacity.
4. That both short-term rental properties comply with Chapter 17.68.060, Short-Term Rental Restrictions and Requirements of city code.
5. That the applicants/owners maintain a Utah sales tax license and collect the required transient room tax for each short-term rental.
6. That the applicants/owners or the property manager shall maintain a residential business license as required by the City.
7. That the property manager shall be located in Washington County and shall be available at all times upon request of the City.
8. That the Conditional Use Permit be reviewed upon legitimate complaint.

And subject to the following findings:

1. The use will not be detrimental to the health, safety, welfare, or aesthetics, or detrimental to property or improvements in the area.
2. The proposed use complies with the regulations of Chapter 17.40.055.
3. The proposed short-term rentals are allowed as a conditional use in the PDC Zone.
4. The proposed use is in harmony with the intent and purpose of the General Plan.

Conditional Use Permit Request Narrative:

Short-Term Rental Operations at The Ranch at Santa Clara

This narrative is submitted in support of a Conditional Use Permit (CUP) application to allow for short-term rental (STR) activities at two distinct residential properties located within the established "Ranch at Santa Clara" event venue complex.¹

Project Overview and Context

We are requesting authorization to operate two existing single-family homes—referred to herein as the "Upper House" and the "Lower House"—as short-term rentals (defined as 29 consecutive days or less) to directly support and enhance the operations of The Ranch at Santa Clara, a unique and established local event venue.

Property Name	Address	Legal Description	Current Zoning
Upper House	4405 W 1700 N	Section 17, Township 42 South Range 16 West	Open Proposed PDC
Lower House	4405 W 1650 N	Section 17, Township 42 South Range 16 West	Open Proposed PDC

The purpose of these STRs is not solely for general tourism, but primarily to provide essential on-site accommodation for:

- **Venue Clients:** Offering convenient lodging for families, wedding parties, and corporate groups utilizing The Ranch for events, ensuring guests have a dedicated, safe, and proximate place to stay.
- **Event Vendors:** Providing necessary accommodations for event-related professionals (e.g., caterers, planners, musicians) who require overnight stays to facilitate successful event execution.

This integrated approach minimizes external traffic and disturbances associated with

event-related travel and supports the comprehensive operation of a successful, multi-faceted local business.

2. Operational Details

Detail	Upper House	Lower House
Number of Bedrooms	6	6
Maximum Occupancy	16	16
Total Parking Stalls (On-Site)	10	10
Proposed Use	Short-Term Rental (29 ... ▾)	Short-Term Rental (29 ... ▾)

3. Compliance with General Standards for Approval (Santa Clara City Code Section 17.40.055)

Our application satisfies all general standards for approval, demonstrating that the proposed use will not be detrimental to the public health, safety, or welfare, nor injurious to the surrounding properties. Parking and Traffic Management

The existing properties provide exceptionally ample off-street parking, which will be strictly enforced for all STR guests. This extensive parking infrastructure is a significant benefit, ensuring all vehicles remain on the property and minimizing impact on local streets.

- **Upper House Parking:** The Upper House boasts an **8-car garage** and vast paved and maintained areas in the back and front yard of the property. This space is designed to comfortably hold **at least 30 cars**, providing substantial capacity for large group rentals associated with events.
- **Lower House Parking:** The Lower House includes a **2-car garage**, a driveway accommodating **4 cars**, and a dedicated **2-car carport**. This provides secured, covered, and off-street parking for up to 8 vehicles.

Crucially, as the residences are part of The Ranch at Santa Clara, the venue itself provides **acres of extra parking as needed** for major events, ensuring that the residential STRs never overflow onto public streets. Guest parking will be entirely contained on the respective property parcels or within the dedicated Ranch event parking areas. Traffic generation related to the STRs is minimal and contained, as guests are already associated with events held on the larger Ranch property. Property Management and Neighbor Mitigation

The properties will be professionally managed by the existing Ranch at Santa Clara management team, ensuring rapid response to any issues and maintaining the venue's high standards.

- **24/7 Local Contact:** A designated, local contact person will be available 24 hours a day, 7 days a week, to respond to any guest or neighbor concerns within *1 hour*.
- **Quiet Hours:** Strict quiet hours will be enforced from 10:00 PM to 8:00 AM, consistent with city ordinances and venue operation standards. Rental agreements will explicitly state these requirements, with immediate termination penalties for non-compliance.
- **Trash Management:** Commercial waste services are already utilized for the overall Ranch property. Dedicated, secure containers will be used, and scheduled weekly pickups will maintain cleanliness and sanitation standards, preventing accumulation.

Safety, Health, and Building Standards

Both properties are structurally sound and have been confirmed to meet all relevant Santa Clara City building, health, and fire codes. We will install or confirm the presence of all required safety equipment, including fire extinguishers, smoke detectors, and carbon monoxide alarms, and ensure clear emergency exit pathways.⁴ City Council Consideration: The Narrative of The Ranch

The Ranch at Santa Clara is a recognized community asset, contributing positively to the local economy and offering a high-quality venue for life events, drawing positive attention to Santa Clara. Granting the CUP for these two integrated residences is essential because:

1. **Integration of Use:** The STRs are fundamentally tied to the primary event venue use. They function as critical amenity extensions of The Ranch, allowing us to offer a truly full-service experience. They are **not** operating as stand-alone investment properties competing with general residential areas.
2. **Mitigation of Impact:** By accommodating event guests and staff directly on-site, particularly by leveraging the extensive parking capacity described above, we reduce the demand for accommodation and transportation into and out of unrelated residential neighborhoods. This integrated approach **lessens** overall event-related impacts on the surrounding community (e.g., less travel, fewer external noise sources, and zero street parking issues).
3. **Economic Benefit:** The STR income directly supports the maintenance, upkeep, and capital improvements of The Ranch, securing the long-term viability of this important event facility and its contributions to Santa Clara's tax base and tourism profile.

We believe the approval of this Conditional Use Permit aligns perfectly with Santa Clara City's goal of supporting responsible, high-quality commercial endeavors that enhance community life while strictly adhering to all standards for neighbor mitigation and safety.

The following section will be inserted under "3. Compliance with General Standards for Approval (Santa Clara City Code Section 17.40.055)" to address the specific mitigation standards.

Standards for Mitigation of Detrimental Effects

The operation of the Upper and Lower Houses as integrated short-term rentals strictly adheres to and proactively mitigates all potential detrimental effects as outlined below, ensuring compliance with the city's standards for conditional use approval.

A. Noise

1. **Mitigation:** Excessive noise is prevented through the enforcement of explicit rental agreements and the established operational standards of The Ranch. Strict quiet hours are enforced from **10:00 PM to 8:00 AM**, consistent with city ordinances. The 24/7 local management team is mandated to respond to and resolve any noise complaints within one hour, with provisions for immediate termination of the rental agreement for non-compliance. Since the STRs primarily serve event clients, noise is contained within the larger event management structure.

B. Dust & C. Odors

1. **Mitigation:** The use of the residences as STRs is low-impact and domestic in nature. All operations, including cooking and sanitation, will comply with all relevant Federal, State, and local air quality standards. No industrial or commercial activities are proposed that would generate unusual or obnoxious dust or odors beyond the property line. We are an active ranch with pasture grass, weed control, and we actively work to mitigate dust on the property with landscaping.

D. Aesthetics

1. **Mitigation:** The Upper and Lower Houses are existing, well-maintained single-family residences that are integral components of the established Ranch at Santa Clara complex. The proposed use does not involve any external modifications that would change the aesthetic character of the properties or the surrounding zone, ensuring they blend harmoniously with the neighborhood.

E. Safety

1. **Mitigation:** Safety is paramount. Both properties comply with all Santa Clara City building, health, and fire codes, including the installation of required safety equipment (fire extinguishers, smoke detectors, CO alarms) and clear emergency exit pathways.

Traffic hazards are mitigated by ensuring all guest parking is contained on-site, away from public streets (as detailed in the Parking and Traffic Management section). The properties are not located within a high-risk area for rock fall, erosion, or flooding, and no hazardous materials are involved in the STR operation.

F. Traffic

1. **Mitigation:** As noted, traffic generation is minimal because guests are already associated with The Ranch event venue. The vast, existing parking capacity (30+ spaces for Upper House; 8 spaces for Lower House; plus acres of event parking) ensures zero street parking impact. Since the traffic is contained on the private property parcels and associated with the existing, approved event venue, the level of service on surrounding public streets and intersections will not be detrimentally impacted or reduced below a level of service "C". Access follows established City standards for the existing uses.

G. Height

1. **Mitigation:** No new construction or changes to the existing building height or scale are proposed. The existing buildings fit within the overall context of the surrounding area.

H. Hours of Operation

1. **Mitigation:** While the STRs technically operate 24/7 as residences, the strict quiet hours (10:00 PM to 8:00 AM) are enforced to protect the peace and quiet of any adjacent residential areas. The short-term nature of the rentals prevents the imposition of prolonged, disruptive, or "nonresidential" hours on the neighborhood.

I. Utility Capacity

1. **Mitigation:** Both existing houses are already served by adequate municipal utility connections (water, electric). They both have septic systems that are well maintained. The current utility capacity is fully sufficient to support the occasional, domestic use associated with the proposed STR operations at normal service levels.

J. Public Health

1. **Mitigation:** The STR operation will comply with all public health, sanitation, and solid waste disposal standards. Commercial waste services are already utilized for the overall Ranch property, with dedicated, secure containers and scheduled weekly pickups preventing waste accumulation and maintaining high sanitation standards.

Mayor

Jarett Waite

City Manager

Brock Jacobsen



City Council

Christa Hinton

Dave Pond

Janene Burton

Mark Hendrickson

Justin Caplin

CITY COUNCIL

Meeting Date: September 9, 2026

Agenda Item: 10

Applicant: Randy and Sue Yocum

Requested by: Jim McNulty

Subject: Development Agreement

Description:

City Attorney, Matt Ence, has been working with the yocum's and their legal counsel on this item for several month. This item requires City Council approval.

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: September 9, 2026
RE: Development Agreement (**Review and Approval**)

City staff and legal counsel have been working with Randy & Sue Yocum on the overall project. The Development Agreement is intended for the 12.99-acre property associated with the Rezoning and Project Plan application on the September 9, 2026, City Council meeting agenda. City Attorney, Matt Ence, has been working with the Yocum's and their legal counsel on this item for several months. This item will require City Council approval.

After recording, please send to:

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

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is made and entered into as of the Effective Date (defined below), by and between Real Free Range, LLC, a Utah limited liability company (“Developer” and “Owner”), and Santa Clara City, a municipality and political subdivision of the State of Utah (the “City”). City, Developer, and Owner are jointly referred to as the “Parties” and each individually as a “Party.”

RECITALS:

- A. Developer is developing approximately 12.9 acres of real property more particularly described on Exhibit A attached hereto (the “Property”).
- B. As of the recording of this Agreement, the Property is owned by Owner. By executing the consent and acknowledgment below, Owner agrees that the Property shall receive the entitlements and be subject to the rights, benefits, and obligations set forth in this Agreement.
- C. Developer is seeking approval for its development of the Property pursuant to Section 17.68.030 of the Santa Clara City Code. This Agreement, a zoning amendment rezoning the applicable Lots to the PDC zone, the Project Plan (defined below), and the Landscape Plan for the Property will be processed and considered simultaneously, and this Agreement will be approved only in conjunction with the City’s approval of the zoning amendment, Project Plan by the City Council, after review and recommendations made by the Planning Commission.
- D. The City and Developer recognize and agree that the Property and the Project are uniquely situated such that the terms and provisions of this Agreement are warranted to address the conditions existing on the Property and in the Project, and nothing in this Agreement is intended to be applied generally to other properties in the City.
- E. By this Agreement, the City and Developer confirm the Property’s vested entitlements for development of the Project (defined below). The City has determined that entering into this Agreement furthers the purposes of Title 10, Chapter 20 of the Utah Code, the Utah Municipal Land Use, Development, and Management Act, the City’s General Plan, and the City’s land use ordinances. As a result of such determination, the City has elected to move

forward with the approvals necessary to approve the development of the Project (defined below) in accordance with the terms and provisions of this Agreement. This Agreement is a “development agreement” within the meaning of and entered into pursuant to the terms of Utah Code Ann. §10-20-101(2).

- F. In connection with this Agreement, the City Council has approved, or will approve concurrently with this Agreement, a conditional use permit authorizing the short-term rental use of the two existing residential dwellings on the Property, subject to the conditions of approval imposed by the City Council pursuant to Section 17.68.060 of the City Code.
- G. In connection with this Agreement, the City Council has approved, or will approve concurrently with this Agreement, certain exceptions to the City’s road dedication and improvement standards as set forth in this Agreement, including with respect to the access road improvements located on the BLM property and the Santa Clara Field Canal Company property and waiving the typical road dedication requirements of the same.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and the City hereby agree to the following:

1. **Recitals; Definitions.**

1.1 **Recitals.** The Recitals set forth above are incorporated herein by this reference.

1.2 **Defined Terms.** Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized has the meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including the exhibits. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.

- (a) “Agreement” means this Agreement including all of its exhibits.
- (b) “Annexation Agreement” means the Annexation Agreement previously entered between Developer and the City with respect to the Property, as a condition of annexation of the Property into the City, dated August 20, 2025, and recorded on December 17, 2025, as Doc. No. 20250043808 in the files of the Washington County Recorder.
- (b) “Applicable Law” has the meaning set forth in Subsection 12.1.
- (c) “City” means the City of Santa Clara, UT, and includes, unless otherwise provided, any and all of the City’s agencies, departments, officials, employees or agents.
- (d) “City Code” means the Santa Clara City Code in effect as of the Effective Date.

- (e) “City Council” means the city council of the City.
- (f) “Effective Date” has the meaning set forth in Section 2 below.
- (g) “Final Plat” means the recordable map or other graphical representation of land prepared in accordance with Utah Code § 10-20-803, or any successor provision, and approved by the City, effectuating a subdivision of any portion of the Project.
- (h) “Future Laws” means the laws, ordinances, policies, standards, guidelines, directives, procedures, and processing fee schedules of the City which may be in effect in the future at any time when a Land Use Application is submitted and which may or may not apply to the Project based upon the terms of this Agreement.
- (i) “Landscape Plan” means the plan attached hereto as Exhibit D and as required by Section 17.68.030(A)(3) of the City Code.
- (j) “Land Use Application” means an application required by Section 17.68.030 of the City Code that is required to develop land and construct improvements thereon.
- (k) “Lot(s)” means a tract of land that is created by and shown on a subdivision plat approved by the City and recorded with the Washington County Recorder’s Office.
- (l) “Open Space” means areas within the Project that include natural areas, landscaping, trails, or other areas of the Property that are not Lots.
- (m) “Planned Development Standards” means the development standards applicable to the City’s Planned Development Commercial (PDC) zone, as set forth in Section 17.68.040 of the City Code.
- (n) “Private Driveways” means the driveways owned by a private party located in the Property.
- (o) “Project” means the development to be constructed by Developer on the Property and includes, but is not limited to, Lots, Private Driveways, and Open Space.
- (p) “Project Plan” means the concept project plan for the Property attached hereto as Exhibit B and constitutes the project master plan required by Section 17.68.030(C) of the City Code and the vested rights of this Agreement.
- (q) “System Improvement” means an improvement that is designed to serve areas within the community at large and which may serve the Project as a part of the community at large.

(r) “Term” has the meaning set forth in Subsection 12.2 below.

2. **Effective Date.** This Agreement is effective as of the date signed by all parties and recorded in the files of the Recorder for Washington County, Utah (the “Effective Date”).

3. **Vested Rights and Legislative Powers.**

3.1 **Vested Rights.** The Parties specifically intend that this Agreement grants to Developer, and its permitted assigns, “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann., §10-20-902. To the maximum extent permissible under the laws of Utah and at equity, the City and Developer intend that this Agreement be construed to grant Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement, the Project Plan, the landscaping plan, and the laws and ordinances that apply to the Property as of the Effective Date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and are in addition to those rights that exist under statute, common law, and at equity. Furthermore, the development rights granted herein are only conditionally vested with the signing and recording of this Agreement, and the ultimate permanent vesting of the development rights granted herein, including but not limited to the rights to operate the Project as a commercial project, as a wedding and event venue, and as short-term rental properties, are expressly conditioned on the performance by Owner of the obligations set forth in this Agreement. In the event that the Owner defaults on its obligations, including any failure to timely complete improvements as required, the City may terminate this Agreement and the development rights granted herein, and the temporary vesting thereof shall also be terminated. Subject to the above limitation, Developer is vested with the rights described in (a) and (b) below:

(a) **Project Permitted Uses.**

(i) *Approved uses.* Developer is vested with the right to develop and use the Project for the uses approved as part of the Project Plan, including without limitation as a commercial project, wedding and event venue, and short-term rental properties. No other uses not contemplated by the Project Plan shall be permitted without additional applications for approval of the same; for example, an application to amend the Project Plan, or for approval of an appropriate conditional use permit.

(ii) *Uses requiring City Council determination.* Certain uses not listed as either permitted or conditional uses, such as camping, may require both an amendment to the Project Plan and a determination by the City Council that the use is in harmony with the intended uses of the Property and zone

pursuant to Section 17.68.020 of the City Code before a conditional use permit application may be considered for approval by the Planning Commission.

(iii) *Prohibition on alcoholic beverage use without proper licensure or permitting.* Developer understands and agrees that the rights granted herein and in the associated development approvals do not grant Developer the right to sell, offer to sell, or otherwise furnish alcohol on the premises of the Property. In order for alcoholic beverages to be sold, offered for sale, or otherwise furnished on the Property in conjunction with the approved uses thereof, either Developer must apply for and obtain both the appropriate alcoholic beverage license under Chapter 5.08 of the City Code, and an associated license or permit from the Utah Department of Alcoholic Beverage Services (“DABC”); or a third party selling, offering to sell, or otherwise furnishing alcohol on site must currently hold such licenses. For avoidance of doubt, “sell, offer to sell, or otherwise furnish” as used herein means any provision of alcohol on site which would require licensure under the Utah Alcoholic Beverage Control Act (Utah Code Title 32B), relevant provisions of the City Code, or any related regulations. Nothing in this Agreement should be interpreted by Developer as giving assurances that such a license might be granted by the City or DABC. Any violation of applicable City or State alcoholic beverage laws or regulations by Developer or a party operating under Developer’s direction shall be considered a material breach of this Agreement by Developer and shall entitle the City to terminate this Agreement immediately upon written notice to Developer of such termination, without an opportunity to cure such breach as otherwise set forth in Section 12.4 below.

(b) **Roads and Infrastructure.** Connect to existing public roads and infrastructure, including the City’s municipal water system for fire protection purposes, as depicted on the Project Plan and approved by the City consistent with this Agreement.

3.2 **Individually Platted Lots & Site Plan Review.** Developer shall reserve the right to apply for, plat, and construct lots and their associated infrastructure within the Property at its own discretion.

3.3 **Applicable Law.** The City’s Future Laws with respect to the Project or the Property shall not apply except as follows:

(a) **Developer Agreement.** Future Laws that Developer agrees in writing to the application thereof to the Project;

- (b) **Generally Applicable Future Laws.** Future Laws which are generally applicable to all properties in the City, or to all properties having the same zoning designation or conditional use approvals in the City, but which do not effect a taking of the right to develop the uses described in this Agreement;
- (c) **Safety Code Updates.** Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety, or welfare, and that do not require the revision or reconfiguration of the road areas depicted on the Project Plan;
- (d) **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and/or entities similarly situated;
- (e) **Fees.** Changes to the amounts of fees for the processing of Land Use Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law; and
- (f) **Impact Fees.** The impact fees required to be paid as a condition of vesting of the development rights granted herein, are set forth in the table set forth in Exhibit C hereto, which is incorporated herein with this reference. All impact fees required to be paid shall be paid not later than the effective date of this Agreement.
 - (i) *Additional Agreements Regarding Power Impact Fees and Service.* The Property is currently and will remain serviced by Rocky Mountain Power following the date of this Agreement, subject to the following provisions.
 - a. In the event that future changes to land uses or development applications require the installation of any additional or upsized permanent electrical infrastructure at the Property (including, but not limited to, the addition of new breakers or the upsizing of existing breakers within an existing electrical service panel), then Developer shall be required to (1) transfer electrical service to the Property from Rocky Mountain Power (“RMP”) to Santa Clara City Power (“SCCP”), and (2) pay all then-applicable City power impact fees associated with the service to be provided by SCCP.

- b. In such event, the transfer of electrical service may be accomplished with one of the following three (3) options.
 - i. *Option 1:* Purchase by Santa Clara City. Santa Clara City shall purchase the existing overhead power line and associated utility easement servicing the Property from RMP. Developer shall reimburse Santa Clara City for all costs incurred in connection with the acquisition, transfer, and conversion of the overhead electrical facilities to SCCP ownership and service.
 - ii. *Option 2:* Developer shall be responsible for purchasing the existing overhead power line and associated utility easement servicing the Property from RMP, and then transferring ownership thereof to SCCP. Developer shall be solely responsible for all costs associated with the acquisition, transfer, and conversion of the electrical facilities from RMP service to SCCP service.
 - iii. *Option 3:* Developer shall install underground electrical service from the nearest SCCP distribution line to each location on the Property requiring electrical service, in accordance with all then-applicable codes, regulations, and SCCP construction standards. The approximate location of the electrical facilities necessary to serve the existing load is depicted on Exhibit “A.” Upon completion of the transfer from the RMP overhead electrical system to the SCCP underground electrical system, RMP shall be requested to remove the existing overhead power line. Removal of the overhead facilities shall occur within ninety (90) days following completion of the transfer, subject to RMP approval and scheduling requirements. Any utility easements required for the installation of underground electrical facilities shall be obtained at Developer’s sole expense and shall be conveyed to SCCP upon completion of construction.
- c. If any future use of the property requires three-phase electrical service, Developer shall be solely responsible for all costs associated with providing such service, including, as applicable, reconstruction or upgrading of overhead electrical facilities to accommodate three-phase power or installation of underground three-phase electrical service (depending on the transfer option selected above).

- (ii) *Impact Fees Required by Future Development.* The impact fees required as set forth in Exhibit C hereto are specifically related to the impacts of the uses approved in conjunction with this Agreement. All required impact fees of whatever type related to additional impacts of future development will be paid by Developer as triggered by future development applications, in the amounts required at the time such applications are made.
- 4. **Zoning.** Developer shall develop the Property in a manner that is consistent with the uses allowed by this Agreement and conceptually depicted in the Project Plan.
 - 4.1 **Project.** Lots 1 through 3 of the approved subdivision plat, comprising approximately 12.9 acres as shown in the Project Plan, as of the execution of this Agreement, shall be rezoned to the City’s Planned Development Commercial (“PDC”) zone and developed in accordance with Applicable Law and the Planned Development Standards as of the Effective Date.
 - 4.2 **Operation Consistent with City Ordinances.** Developer shall operate the Project consistent with all applicable provisions of City ordinances, including but not limited to applicable noise ordinances. The City shall notify Developer of any observed violations of City ordinances and of any received complaints related to the same, and Developer shall promptly remedy such violations. Repeated or chronic violations of noise restrictions, dust control, or other applicable City ordinances shall, in addition to other remedies set forth in City ordinances, give the City the right to suspend or terminate the vested rights granted in this Agreement following notice and an opportunity to cure.
- 5. **Developer Obligations.**
 - 5.1 **Road Improvements.** Developer is entitled to develop the Project in accordance with the dimensional requirements and development standards allowed by this Agreement and the Project Plan. The City hereby consents to the layout and widths of the Private Driveways as generally depicted on the Project Plan. Developer shall have the right to construct all internal roadways as paved surfaces featuring barrow ditches, specifically excluding standard curb and gutter infrastructure. Such improvements shall commence upon the mutual agreement of all relevant landowners. Until such time, the current drainage configurations shall remain in effect, and Developer shall apply road base or gravel for the purpose of dust control as circumstances require.
 - (a) **Access and Circulation.** The Project shall utilize the existing circulation access points on 1700 North and on 1650 North. Appropriate turnaround points, including the modified hammerhead turnaround adjacent to the

outdoor event space and parking area, and appropriate access for emergency vehicles from the hammerhead turnaround to each of the accessory structures used for events, shall be maintained on the Property as depicted on the approved Project Plan. The private gates controlling access to the upper and lower portions of the Property shall have Knox boxes or other means of access installed and maintained for fire and other emergency responders, subject to review and approval by the Santa Clara Fire Chief.

(b) **Access Road Improvements.** Notwithstanding any other provision of this Agreement, Developer shall not be required to dedicate, and the City shall not require the dedication of, any public road located on the Property, the BLM property, or the Santa Clara Field Canal Company property. Developer shall coordinate the dedication to the City of the access road connecting Santa Clara Drive to the BLM property by the owner of the intervening parcel, but no road dedication shall occur on the BLM property or the Santa Clara Field Canal Company property. Access to the Project shall be provided through the following three categories of road improvements:

- (i) *Santa Clara Drive to BLM Property:* improvements from Santa Clara Drive to the BLM property, across the Anderson parcel, shall be completed to City standards, to be accomplished through cooperation with the owners of the Anderson parcel;
- (ii) *BLM Property:* access road improvements on the BLM property shall consist of a 48-foot modified cross-section, which includes a 28-foot wide asphalt surface and 10-foot barrow ditches on each side of the asphalt, or such other improvements as are allowed by the BLM right-of-way approval, which improvements are an express exception to the City's road standards and are approved by the City Council pursuant to this Agreement; and
- (iii) *Canal Company Property:* access road improvements on the Santa Clara Field Canal Company property shall be limited by the existing easements across that property to a 25-foot wide all-weather surface, which improvements are an express exception to the City's road standards and are approved by the City Council pursuant to this Agreement.

Notwithstanding the foregoing, Developer understands that future development applications or changes to land use may require additional improvements to or dedications of the access roads to the Property, as may be determined upon review of such future applications.

- (c) **Access Road Maintenance.** Because the access roads on the BLM Property and the Canal Company property are not anticipated to be dedicated to the City (pursuant to the exceptions to dedication requirements approved by the City Council), Developer shall be solely responsible for maintenance of and any required repairs to the improvements to the access roads on said properties. The parties acknowledge that this is a modification to the prior Annexation Agreement, which temporarily provided that the City would maintain the access roads.
- (d) **Compliance with Dust Control Ordinances.** Developer shall at all times prior to, during construction, and following completion of the road improvements required herein, be responsible to comply with all dust control provisions of City ordinances. Until road improvements are completed, Developer shall actively provide dust control mitigation in the form of active watering of the road surface during construction and during each event held on the property. The City shall notify Developer of any observed violations of City ordinances and of any received complaints related to the same, and Developer shall promptly remedy such violations. Repeated or chronic violations of dust control ordinances shall, in addition to any remedies set forth in City ordinances, give the City the right to suspend or terminate the vested rights granted in this Agreement following notice and an opportunity to cure.

5.2 **Project Improvement—Monitored Fire Detection System.** Developer shall install a monitored early fire detection system based on heat monitoring within the two existing residences in the Project, to increase the likelihood of early fire detection and to mitigate the risk of fire while additional fire protection system improvements are being constructed as set forth below. The installation of the fire detection system, and Fire Department inspection and approval following installation, shall be completed not later than sixty (60) days following the effective date of this Agreement, and if not timely completed then this Agreement shall be subject to termination by the City as set forth herein below.

5.3 **System Improvements.** The two existing dwellings on the Property are currently connected to city culinary water. Sewer service is not available to the Property (the nearest connection point is in excess of 1,000 feet from the Property, which exceeds the City's 300-foot connection requirement), and both dwellings are currently serviced by septic systems. No storm drain distribution lines are required for the Project. Accordingly, Developer shall not be responsible for constructing or installing culinary water, sewer, or storm drain distribution lines to or within the Project (save for the water line upgrade for fire protection and securing dedication

of certain utility easements as set forth below), unless required as a result of future development.

- (a) **Water Line for Fire Protection.** Developer shall install a water line and secure the dedication of associated easements for fire protection on the Property in accordance with Section 6.3.

(i) *Water line upsizing.* The existing private water line serving the Property is a 2-inch line and is insufficient to provide minimum fire protection to the Property. Developer shall therefore be required to install an 8-inch line for fire protection from the City water system. The upsized water line shall be dedicated to the City and shall be considered a System Improvement. The costs of such water line shall be borne solely by Developer, and no reimbursement shall be made by the City. Because the upgraded water line will be dedicated to the City, no additional metering shall be required apart from the existing service meters on the Property.

(ii) *Water line route.* Developer shall obtain from the Santa Clara Field Canal Company (“Canal Company”), as a condition of this Agreement, the right to install the water line the entire distance across the Canal Company property, between the point of approved connection to the City water system and the lower access road, and from there in the access road to the new fire hydrant locations as depicted on the approved Project Plan.

(iii) *Water line easement.* In any location where the new water line is to be installed across Canal Company Property and not in an access road, Developer shall be responsible to secure from the Canal Company, for the benefit of the City, a minimum 25-foot wide public water line easement to facilitate future maintenance and operation of the water line by the City.

(iv) *Public utility easement in access road.* In the location of each of the access roads crossing the Canal Company property and the Developer’s Property, Developer shall dedicate to the City, or shall secure dedication from the Canal Company, a minimum 45-foot wide public utility easement. The public utility easement will facilitate the City’s maintenance and operation of the new water line where it runs in the access roads, but also will ensure that other utility lines required in the future may be installed within the access road corridors, without having to obtain future easement rights from the Canal Company or other successor owners.

(v) *Approval of final route, easements, and construction drawings.* The final route of the water line, including appropriate construction drawings, and the scope of the easements to be granted or dedicated to the City, shall

be subject to review and approval by City staff, which approval shall not be unreasonably withheld.

(vi) *Time for completion of construction.* The parties acknowledge that the purpose of requiring the upgraded water line to be located upon the Canal Company property, and associated easements to be granted, is to mitigate the time required to upgrade the water line for adequate fire protection, by eliminating the need for BLM approval for the water line upgrade. The installation of said water line according to the construction drawings reviewed and approved by the City, including the granting of such easements as are required to facilitate the City's continued operation and maintenance of the water line, shall be completed for final inspection by the City not later than six (6) months following the date on which the Canal Company approves the route and easements required herein (which approval is a condition of effectiveness of this Agreement). Developer acknowledges that given the critical need for fire protection upon the Property, and its impact upon public safety, time is of the essence and this deadline is a material term of this Agreement. Developer's failure to meet this deadline will be considered an event of default justifying the City's termination of the rights conditionally vested herein.

- (b) **Sewer.** Both existing dwellings on the Property are serviced by septic systems, which are identified on the approved Project Plan. Sewer infrastructure is not available within the proximity required by City Code for mandatory connection; therefore, no sewer improvements are required in connection with this Agreement. The available septic capacity shall limit the allowed capacity of the short-term rentals as set forth herein. The City shall not be required to issue any future permits for additional septic capacity. Therefore, if any future use of the Property requires additional septic capacity, even if such use does not require additional development entitlements, such capacity must be obtained by connecting to the City's sewer system. Furthermore, any future development applications of any kind shall automatically trigger a requirement to connect to the City sewer system.

5.4 **Landscaping.**

The sites are currently landscaped in accordance with the City's waterwise landscape standards (Chapter 17.92, Water Efficient Landscaping and Conservation Standards) and as provided in the Landscape & Irrigation Plan attached hereto as Exhibit D.

5.5 **Short-Term Rental Conditions.** Developer shall comply with the conditions imposed by the City Council on the conditional use permit authorizing the short-

term rental use of the two existing residential dwellings on the Property, including the standard conditions set forth in Section 17.68.060 of the City Code, except as modified herein. The following additional conditions are applicable to the conditional use permit for short-term rental use, as approved by the City Council:

- (a) *Occupancy limits due to septic capacity.* Due to the available capacity of the septic systems currently serving the property, Developer agrees that the occupancy of the upper residence for short-term rental uses shall be limited to twelve (12) people at any given time, and the occupancy of the lower residence for short term rental uses shall be limited to eight (8) people at any given time. Developer agrees that such occupancy limits shall be published to potential tenants of the properties on any listing or booking websites used by Developer, and Developer shall reasonably enforce the same.
- (b) *Other conditions of use.* [SPECIFY ANY ADDITIONAL CONDITIONS IMPOSED BY THE CITY COUNCIL, e.g., visitor capacity limits for each dwelling and parking requirements]. [IDENTIFY ANY STANDARD CONDITIONS UNDER SECTION 17.68.060 THAT OWNER SEEKS TO VARY THROUGH THIS AGREEMENT.]

5.6 **Annual Business License Renewal and Fire Safety Inspection.** Developer shall be responsible to apply for and obtain annual renewal of a business license for the commercial uses of the Property, including both the wedding/event center use and the short-term rental use. Developer shall be responsible to pass a fire safety inspection of the premises each year in conjunction with renewal of the business license. It shall be Developer's responsibility, not the City's, to ensure that Developer timely applies for business license renewal each year, and to schedule the fire safety inspection with the City in conjunction with such application.

5.7 **Regular Progress Reporting to City.** Until such time as BLM approval is granted and all public and private improvements required hereunder are completed and such completion verified by City inspection, Developer shall be responsible to attend one meeting of the City's Technical Review Committee ("TRC") at least once every six (6) months following the Effective Date of this Agreement. The purpose of such attendance will be for Developer to report to City staff on the progress toward the BLM approval and toward the completion of all required improvements described herein. Developer shall be responsible to contact the City Planning Department to request time on the agenda of each TRC meeting that Developer plans to attend. Following confirmation by the City that all improvements required herein have been completed according to approved plans and applicable ordinances, Developer shall no longer be required to provide such periodic reports to the TRC.

6. **City's Obligations.**

6.1 **Conditions of Approval.** The City shall (a) review, consider and execute all consents, submittals or other documents as may be required in connection with any Land Use Application, or other required governmental approvals; (b) meet and consider such actions as required by Title 10, Chapter 20 of the Utah Code, the Utah Municipal Land Use, Development, and Management Act, and applicable City ordinances to provide all appropriate consents, approvals, and opinions as requested by Developer from time to time. The City shall cooperate with Developer and contractors working on the Project in their endeavors to obtain any other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Property or portions thereof (such as, by way of example, public utilities or utility districts or agencies) and, at the request of Developer, in the execution of such permit applications and agreements as may be required to be entered into with such other agencies, which request shall not be unreasonably denied. With respect to the BLM right-of-way applications for the road improvements, the City consents to be named as the applicant, because the City will control and maintain the right-of-way once completed; provided, however, that it shall be Developer's responsibility to prepare, submit, and pursue all BLM applications and to bear all costs of the same.

6.2 **Public Roads.** No roads located on the Property, the BLM property, or the Santa Clara Field Canal Company property shall be dedicated to the City. Upon completion of the BLM right-of-way road improvements for which the City is the named applicant, the City shall own and maintain that right-of-way.

6.3 **Water Line as System Improvement.** City agrees to accept the dedication of the 8-inch water line for fire suppression purposes, as described in Section 5.2(a), as a system improvement, subject to City inspection to confirm completion according to approved construction drawings. The City shall make no reimbursement for the water line improvement.

7. **Assignment.** Notwithstanding anything to the contrary in this Agreement, the rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer without the consent of the City, where such assignment is to an affiliate, or to an entity controlled or owned by Developer. All other assignments shall require the consent of the City as provided herein.

7.1 **Notice.** Developer shall give notice in accordance with Section 10 of this Agreement to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such notice shall include providing the City with all necessary contact information for the proposed assignee.

- 7.2 **Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.
- 7.3 **Grounds for Denying Assignment.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.
- 7.4 **Assignee Bound by this Agreement.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.
8. **Integration.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature between the Parties and may only be modified by a subsequent writing duly executed by the Parties hereto. The Parties specifically agree that this Agreement shall control over any contrary provisions of the Annexation Agreement.
9. **Severability.** If any part or provision of the Agreement shall be adjudged unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific part or provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
10. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be (a) served personally upon the party for whom intended, (b) sent by nationally recognized express delivery service, or (c) or if mailed, be by certified mail, return receipt requested, postage prepaid, to such party at its address shown below. Additionally, any such notices, requests and demands may be sent by electronic mail, so long as such notice is also delivered by one of the methods described above.

To Developer:

Real Free Range, LLC

Attn: Randy [REDACTED]

[REDACTED]
Santa Clara, UT 84765

Email: [REDACTED]

Real Free Range, LLC

Attn: Sue [REDACTED]

Email: [REDACTED]

With a copy to:

GC Associates Law, PLLC

Attn: Paul [REDACTED]

Saint George, Utah 84790

Email: [REDACTED]

To the City:

Santa Clara City

Attention: City Manager

2603 Santa Clara Drive

Santa Clara, UT 84765

Email: bjacobsen@santaclarautah.gov

With a copy to:

Snow Jensen & Reece, P.C.

Attention: Matthew [REDACTED]

St. George, UT 84770

Email: [REDACTED]

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

11. **Amendment.** Developer may seek to amend the Project Plan pursuant to Section 17.68.070 of the City Code.

12. **General Terms and Conditions.**

- 12.1 **Applicable Law.** This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the rules, regulations, official policies, standards, and specifications applicable to the development of the Project in effect on the Effective Date (the "Applicable Law"), including the applicable City Code, resolutions, state law, and federal law.

- 12.2 **Termination of Agreement.** The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of the following events: the failure of Developer to timely complete the

required improvements, or the completion of all required improvements and the satisfaction of all of Developer's obligations under this Agreement. Developer shall (i) complete the required fire detection system within sixty (60) days after the Effective Date; (ii) complete all other required improvements, other than the BLM road improvements, within six (6) months after the Effective Date; (iii) obtain all necessary BLM approvals for the road improvements within two (2) years after the Effective Date; and (iv) complete the BLM road improvements within one (1) year after BLM approval of the right-of-way. If Developer has attended at least one TRC meeting every six months as required by this Agreement, then the City may grant up to two extensions of up to six (6) months for completion of the BLM right-of-way improvements. No extensions shall be available for completion of other improvements required herein, because they are considered critical public safety improvements. If any required improvements are not timely completed, the City may terminate this Agreement, and upon such termination the conditionally vested rights to use the Property for commercial uses, the wedding and event venue, and short-term rentals shall no longer be vested. The period described in this Subsection shall be the term of this Agreement (the "Term").

12.3 **Run with the Land.** This Agreement shall be recorded against the Project. The agreements, benefits, burdens, rights, and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Project, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership.

12.4 **Default & Remedies.**

- (a) If either Developer or the City fails to perform their respective obligations under the terms of this Agreement (as applicable, the "Defaulting Party"), the non-defaulting party shall provide written notice to the Defaulting Party specifically identifying the claimed event of default and the applicable provisions of this Agreement claimed to be in default. The Defaulting Party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice.
- (b) The Parties shall meet and confer in an attempt to resolve the default but, in the event they are not able to do so, the Parties shall have the rights and remedies available at law and in equity, including injunctive relief or specific performance, but excluding the award or recovery of any damages. The exception to the foregoing is in the event of a material breach in the form of a violation of City or State alcoholic beverage laws or regulations, in which case if the City gives notice of intent to terminate, no cure period shall apply and the City shall have no obligation to confer and may proceed immediately to the next step.

- (c) If the City elects to consider terminating this Agreement due to an uncured default by Developer, then the City shall give to Developer written notice of the City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to, or at the time of, said public meeting. If the City's legislative body determines in a public vote that a material uncured Default has occurred and is continuing, the Agreement shall be deemed terminated.
- (d) Upon termination of this Agreement by the City due to an uncured default by Developer, the conditionally vested development rights granted under this Agreement, including the rights to use the Property for commercial uses including as a wedding and event venue, and the conditional use permit short-term rentals, shall also terminate and shall no longer be vested. The City shall thereafter have the right to take action to enforce Developer's compliance with such termination as may be available under then-current law, including but not limited to administrative citation, judicial action, and so on.
- (e) Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights.

12.5 **Non-liability of City Officials or Employees.** No officer, representative, agent, or employee of the City shall be personally liable to Developer or any successor-in-interest or assignee of Developer, in the event of any default or breach by the City or for any amount which may become due, Developer, or its successors or assignee, for any obligation arising out of the terms of this Agreement.

12.6 **Referendum or Challenge.** Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including approval of development agreements and a rezone of the Property. If a referendum or challenge relates to the City Council's approval of this Agreement and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code Ann. § 20A-7-601, then Developer may deliver a notice of rescission to the City to terminate this Agreement. Upon Developer's delivery of a notice of rescission pursuant to this Section, this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement. If the referendum or a legal challenge is successful in overturning the approval of this Agreement, then either party may terminate this Agreement by delivery of notice of rescission, whereupon this Agreement shall automatically terminate, and the Parties shall have no further rights or obligations under this Agreement.

- 12.7 **Ethical Standards.** Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301, *et seq.* and/or 67-16-3, *et seq.*; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in the Utah Code or City Code.
- 12.8 **No Officer or Employee Interest.** It is agreed that no officer or employee of the City has, or shall have, any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee, or member of Developer, or any member of any such persons' families, shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Developer's operations, or authorizes funding or payments to Developer. This Section does not apply to elected offices.
- 12.9 **Performance.** Each Party, person, and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt, or inconvenience any other Party, person, and/or entity governed by this Agreement, the development of any portion of the Property, or the issuance of Final Plat(s), certificates of occupancy, or other approvals associated therewith. This Section shall not be construed to require a Party or its representatives to provide an approval contrary to Applicable Law, regulations, or this Agreement.
- 12.10 **Governing Law & Venue.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in Washington County, Utah.
- 12.11 **Third Party Rights.** The Parties to this Agreement are Developer and the City. There are no intended third-party beneficiaries of this Agreement. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property.
- 12.12 **Further Documentation.** This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering, and other documentation implementing and carrying out the

provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

- 12.13 **Force Majeure.** Any prevention, delay, or stoppage of the performance of any obligation under this Agreement which is due to: strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars or civil commotions; pandemics; fires or other casualties; or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay, or stoppage.
- 12.14 **Relationship of Parties.** This Agreement does not create any joint venture, partnership, undertaking, business arrangement, or fiduciary relationship between the City and Developer.
- 12.15 **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first written above.

DEVELOPER:

Real Free Range, LLC

By: _____

Name: Randy [REDACTED]

Its: Manager

STATE OF UTAH	)
	: ss.
COUNTY OF WASHINGTON	)

On this ____ day of _____, 2026, personally appeared before me Randy [REDACTED], who, through the above referenced entity, is the Manager of Real Free Range, LLC, a Utah limited liability company, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Development Agreement on behalf of said company and who duly acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

SANTA CLARA CITY

By: _____

Name: Jarett Waite

Its: Mayor

Attest:

Selena Nez, City Recorder

STATE OF UTAH	)
	: ss.
COUNTY OF WASHINGTON	)

On this ____ day of _____, 2026, personally appeared before me Jarett Waite, the authorized signer of Santa Clara City, whose identity is personally known to me, to be the person who executed the Development Agreement on behalf of Santa Clara City, and who duly acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

Approved as to Form:

Matthew J. Ence
City Attorney

OWNER'S CONSENT:

Owner, as owner of the Property, consents to the foregoing Agreement, and subjecting the Property to the Project, approval, obligations and benefits described herein.

By: _____

Name: ****

Its: ****

STATE OF UTAH	)
	: ss.
COUNTY OF WASHINGTON	)

On this ____ day of _____, 2026, personally appeared before me ****, who, through the above referenced entities, is the **** of ****, a Utah limited liability company, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Development Agreement on behalf of said company and who duly acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

EXHIBIT A

Legal Description of the Property

EXHIBIT B

Project Plan

EXHIBIT C

Impact Fee Table

<i>Impact fee</i>	<i>Lots 1 & 2 (residences)</i>	<i>Lot 3 (wedding/event venue)</i>	<i>Comments</i>
Water (WCWCD)	As determined by WCWCD (as per Section 4.a. of Annexation Agreement).	As determined by WCWCD.	To be determined by WCWCD, but if any impact fee is required, proof of payment must be delivered to City.
Water (City)	City acknowledges already paid (as per Section 4.a. of Annexation Agreement).	No impact fee.	City will not assess a new impact fee because existing connections will service this use, and the new water line is to be dedicated to City.
Public Safety	City waived (as per Section 4.b. of Annexation Agreement).	\$18,098.97	Based upon commercial public safety impact fee of \$0.53 per SF, times the SF of usable commercial space. The SF used for this calculation were as follows: Outdoor Event Space, 29,839 SF; Existing Metal Event Building, 2,750 SF; Existing Event Storage Building, 1,560 SF.
Parks	City waived (as per Section 4.b. of Annexation Agreement).	No impact fee.	The City's parks impact fee plan does not contain any provision for parks impact fees associated with commercial uses.
Storm Drain	City waived (as per Section 4.b. of Annexation Agreement).	No impact fee.	City will not assess a new impact fee because storm drain on property is determined to have little to no impact on existing City systems. In the event future development applications trigger a requirement to connect to the City's storm drain system, the City reserves the right to assess storm drain impact fees at that time.
Streets	\$7,220.00	\$60,409.58	Not addressed in Annexation Agreement. Calculated for the existing residences by multiplying

			the streets impact fee for a single family residence, times two. Calculated for the wedding/event center portion of the property by taking the usable square footage, dividing by 1000, and multiplying by the per-unit impact fee of \$1,769 per 1,000 SF for a “church” land use. The City’s current transportation impact fee tables do not provide for an event center or wedding venue, so the “church” land use was determined to be the most comparable land use. The SF used for this calculation were as follows: Outdoor Event Space, 29,839 SF; Existing Metal Event Building, 2,750 SF; Existing Event Storage Building, 1,560 SF.
Sewer	Deferred until connection to City sewer system (as per Section 4.c. of Annexation Agreement).	Deferred until connection to City sewer system (as per Section 4.c. of Annexation Agreement).	City will not assess a new impact fee because the property will be serviced by existing on-site septic systems. In the event future development applications trigger a requirement to connect to the City’s sewer system, the City reserves the right to assess sewer impact fees at that time.
Power	Deferred until greater capacity electrical service is needed (as per Section 4.d. of Annexation Agreement).	Deferred until greater capacity electrical service is needed (as per Section 4.d. of Annexation Agreement).	The need for greater service anywhere in the Project also triggers a requirement to switch service from Rocky Mountain Power to City power (as per Section 4.d. of Annexation Agreement). See additional details set forth in Section 3.3 of this Agreement.

EXHIBIT D

Landscape Plan