

NOTICE AND AGENDA
SANTA CLARA CITY COUNCIL WORK MEETING
Wednesday February 3, 2021,
Time: 5:00 p.m.
AGENDA

NOTICE is hereby given that the Santa Clara City Council will hold a Work Meeting on the 3rd day of February 2021 at 5:00 PM. in the City Council Chambers of the Town Hall at 2603 Santa Clara Drive, Santa Clara Utah 84765. **The Meeting will be available to view live stream on the You Tube link:** http://www.youtube.com/channel/UC_xLbLm30-XLqM1AEmhpcMA Council Chambers will be available to residents, but we will have limited availability and follow Covid-19 guidelines.

1. **Call to Order**

2. **Working Agenda**

A. General Business

1. Discussion regarding future plans for the BLM controlled South Hills.
2. Discussion regarding density equivalents for certain building types, “Assisted Living Facilities, Etc.”.
3. Discussion regarding State of City Event.
4. Discussion regarding opening Heritage Square and Town Hall Banquet Room for events.

3. **Staff Reports**

4. **Adjournment**

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

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

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Santa Clara City limits on this 29th day of January 2021 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://www.sccity.org>. The 2021 meeting schedule was also provided to the Spectrum on January 1, 2021.

Chris Shelley – City Recorder

Proposed amendment to Santa Clara City Code, Title 17 Zoning, section 17.20.280 which is a new section to establish density equivalents for Assisted Living facilities.

Background: The Zoning code in section 17.68.020 Allowed Uses in the Planned Development Zones lists Assisted Living or independent living care as a Permitted use in a PD-Residential zone and a Conditional Use in a PD-Commercial zone. Density limits are set at 8 dwelling units per acre in the PD-R zone, but can be increased up to 12 dwelling units per acre under the Density Bonus provisions in the PD zone code. The density limit in a PD-Commercial zone is 12 dwelling units / acre for a horizontal mixed-use project and for projects with a vertical mixed use (ie, residential and commercial combined in the same building) the density is as approved by the Planning Commission and City Council. Note that gross residential density is simply the number of dwelling units in one acre. The question that arises is how are assisted living and senior independent living facilities treated in terms of density limitations. Most of the units in these facilities are designed for a maximum of one or two persons and have either limited or no kitchen facilities, and rely on a central dining room for meals. In the case of independent living facilities some units may have kitchen facilities, or limited cooking facilities. In determining the residential density equivalency of assisted living and senior independent care facilities the occupancy of units and the traffic impacts of such units should be considered. Differences in utility usage are generally related to occupancy rates, so two factors, occupancy and traffic generation rates will be considered in determining density equivalency for assisted living and senior independent living units.

TRIP GENERATION RATES

Based on the ITE Trip Generation manual, the following uses are estimated to generate traffic trips as follows;

Single Family dwelling	9.57 trips / unit / day
Apartments	6.65 " " "
Condo / Townhome	5.86 " " "
Senior Ind Living (attached or detached)	3.71 " " "
Congregate care	2.0 " " "
Assisted Living	2.66 trips / bed/ day

Proposed Code amendment Title 17 Zoning, Chapter 20 Supplementary Regulations, new section 17.20.280

DENSITY EQUIVALANCY FOR ASSISTED LIVING & SENIOR INDEPENDENT LIVING UNITS

1. For Senior Independent Living or AL units wherein **each unit has its own cooking facilities**, density is calculated at a 1 : 1 ratio.
2. For Senior independent living **units without cooking facilities**; ratio is 2 IL units = 1 standard residential unit.
3. For AL or other similar continuing **care without their own cooking facilities** (meals are served at a central dining facility or meals are delivered to each room) density equivalents are calculated at ratio of 4 people = 1 standard residential unit.

The above density equivalency ratios are the same as those found in the Lee County, Florida code.

Parking Requirements: The Santa Clara Zoning code (Chapter 17.32) requires parking as follows;

1. **Nursing homes** (assume AL facilities and similar care facilities) 4 spaces, plus 1 space for every 3 beds.
2. **Residential Facilities for Persons with a Disability** (Group Homes including Residential Facilities for the elderly) 1 Parking space for each employee, plus 1 space for every 2 occupants of the facility.
3. **Standard Residential dwellings** (also assumes Independent Living units with their own cooking facilities) 2 spaces per dwelling unit.

Although not listed as a separate use in the Parking chapter, staff believes that a **Bed & Breakfast Inn** should be considered similar to a Motel / Hotel for parking requirement which would be 2 parking spaces for owner or manager, plus 1 space for each sleeping unit.

Contact Information:

Must fill out application completely. (If wedding or wedding reception rental please include both the bride & groom's names)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Event Contact: _____ Relation: _____

All event coordination made through the main contact person designated above.

Event Information:

Purpose banquet room rental: _____

Outside grounds to be used? Y N (Description of Use): _____

If outside grounds are used renter shall be responsible for cleanup of grounds and for any damages that may be incurred during rental use

of guests expected: _____ # of Tables: _____ # of Chairs: _____

25 round tables-60"; 4 banquet tables-8'; and 150 chairs-on wheels

Event Date: _____ **(Maximum Room Occupancy 196)**

Rental Time: ☐ Resident: All Day (\$550) 8am - 10 pm (\$100 for each additional or part hour thereafter)

☐ Non-resident All Day (\$750) 8am - 10 pm (\$100 for each additional or part hour thereafter)

☐ Resident ½ Day (\$400) 4 hour use (\$100/hr for each extra hour or part hour thereafter)

☐ Non-resident ½ Day (\$500) 4 hour use (\$100/hr for each extra hour or part hour thereafter)

☐ Security fee: \$25/hr. For youth oriented events

☐ Civic Use Fee: \$_____ Determined by City Manager No Set Up Provided

***** Resident Fees apply to Santa Clara City residents only. Thank you*****

Rental Time From: _____ To: _____ # of Hours: _____

Reservations and Payments

Payment Amount for Rental Use Fee: \$_____ Method: ☐ Cash ☐ Credit Card _____

***Deposit Amount:** \$500.00 **Method:** ☐ Credit Card only _____

Rental Use Fee Amount: \$_____ Security Fee: _____ Total: _____

Youth oriented events where majority of event attendants are under age 21 will require on site security fee of \$25/hr (Copy of use fee receipt must be presented to Banquet Room Coordinator when event set-up arrangements are made)

Checklist for Return of Deposit - to be initialed by Banquet Room Coordinator

- | | |
|---|--|
| ☐ Bathrooms cleaned and picked up. | ☐ Fridge emptied and wiped out |
| ☐ Floors Cleaned / Vacuumed/Mopped | ☐ Banquet Room Tables wiped off |
| ☐ Kitchen Counters and Sink Cleaned | ☐ All trash emptied into dumpster |
| ☐ Renter has stayed within allotted use time | ☐ Renter has complied with all conditions of the Banquet Room Use Agreement |

Are there any damages? ☐ Yes ☐ No If yes, please specify: _____

Signature of Renter/ Responsible Person(s) _____

Date _____

Print Name _____

Santa Clara City Banquet Room Use Agreement

Facility Rental:	Facility use includes the banquet room, table, chairs, kitchen, public restrooms, and the outdoor grounds. Staircase, elevator & 2nd floor gallery are not to be used during any rental-use of these areas will forfeit the deposit. (NOTE: Renter must meet with and tour facility in person with the Banquet Room Coordinator prior to planning an event). Any table and chairs to be set-up outside must be brought in by renter and are the responsibility of the renter—facility tables and chairs are not to be removed from banquet room. If outdoor grounds are used as part of rental, the renter is also responsible for clean of the outdoor grounds. Maximum Banquet Room Occupancy 196 in accordance with state fire code.
Hours of Use:	The Renter will have the use of the facility for their reserved time (refer to Banquet Room Rental Application). These hours include set-up, photography sessions, the event, and clean up. Morning events may begin as early as 8:00 a.m. Evening events must conclude no later than 10:00 p.m. and clean-up no later than 11:00 p.m. Surcharge of \$100 / hr or part hour will be assessed for used beyond scheduled use time (4 hour use) or after 11:00 p.m.(all day use) Use after 11:00 pm. may forfeit the deposit.
Catering/Food & Beverage:	No food preparation will take place on site—food must be brought ready to serve. If catering is desired, Renter may choose a caterer or chef, at their discretion, proof of catering license will be required. All food product and waste is to be removed off-site following the event.
Alcohol/ Smoking/ Pets:	No alcohol is permitted on City grounds. Santa Clara City is a smoke free City; smoking is not permitted in public buildings or on grounds. Illegal drugs are strictly prohibited. Pets are not to be brought to the facility or grounds. Please advise your guests of our policies. Subject to citation if abused and shut down of the event.
Decorations:	The specified venue will be available for decorations to be provided by outside vendors or self. All decorations and other preparations must be set up and removed within the time period reserved. No decorations may be affixed to any walls, ceiling, light fixtures or structures without the expressed, specific approval of the Banquet Room Coordinator. No lighted candles are allowed in the building.
Music/Entertainment:	Some restrictions are required in the set-up of equipment and sound level. Santa Clara Town Hall reserves the right to regulate the level of the music deemed applicable during your function as well as placement of instruments. If this factor becomes a problem at any time during your event, Santa Clara City representatives reserve the right to end your function. Full charges will still apply.
Set-Up/Deliveries:	Due to other functions being held in our banquet facility, we are not able to provide set-up of the room the night prior to your event. Specific approval from Banquet Room Corridiator is required for access to the facility before your designated time and additional room rental charges will apply if the hours specified in your contract are exceeded before or after your event. Flowers, cakes, decorations, gifts, and clothing may be delivered anytime within the Renters designated time frame.
Parking:	Free parking is available in the parking lot of the Town Hall Building and on surrounding city streets.
Cancellations:	Cancellations must be received 7 days prior to the Renters scheduled event. Any cancellation within 7 days will forfeit the Reservation Deposit.
Etiquette/ Children/ Liability for Guests:	Individuals making reservations are responsible for any damage to/or items taken from the facility by anyone attending the event. Please watch your children as they are not permitted to roam the building unattended. All children 12 and under in attendance should remain in the rented area(s) or be supervised by an adult 18 or older. Renter agrees to abide by the determination of City staff in their assessment of damages and special clean up caused by the event to City property. Renter agrees to be responsible for assessed damages and clean up.
Reservation Deposit:	To confirm a date, time, and proper clean up, a separate deposit of \$500.00 is required with the signed agreement. The reservation is not secured until the deposit is paid in full. This will be returned to the Renter if the cleaning/damage checklist is satisfactory to the Banquet Room Coordinator and/or City staff and the Renter has stayed within their allotted time frame and has complied with all the conditions of the Banquet Room Use Agreement. If cleaning, damage or use time exceeds the deposit amount the renter's credit card will be charged for those additional fees. If scan key card is lost or not returned \$25.00 will be deducted from deposit.
Billing Information:	Payment in full is required ten (10) business days prior to your event. If additional charges are incurred during the event, collection of balance will be due the following business day. If payment is not made, deposit may be forfeited. Renter agrees to pay all costs of collections, including reasonable attorney's fees.
Additional Information:	Absolutely no confetti rose petals, birdseed, rice, or similar decorative items may be used on the property. Failure to adhere to this policy may result in full loss of deposit. Patrons and guests <u>are not allowed</u> to access the stairs, 2 nd floor gallery area or elevator. The stairs may be used for photography purposes if appropriate arrangements are made with the Banquet Room Coordinator.
Banquet Room Contact:	For further information contact: Santa Clara City: (435) 673-6712. Contact information for the Banquet Room Coordinator will be given upon payment of deposit. The Coordinator will be responsible for room arrangements, such as temp. controls, set-up & take down of facility chairs and tables, & serve as the general contact during the event.

The undersigned have read and understand the terms and conditions of the Banquet Room Application, Use Agreement and Rental Indemnity Agreement and Santa Clara City's Town Hall Banquet Rental and Fee Policies established by Resolution which are incorporated by reference herein. Any additions, deletions, or revisions to this Agreement must be made in writing and approved by all parties. This Agreement constitutes the extent of all obligations of the City to the Renter. Renter agrees to abide by these terms and conditions and to obey all applicable federal, state, and local laws.

Signature of Renter/Responsible Person(s)
Phone Number

Date

Print Name

Santa Clara Town Hall
2603 Santa Clara Drive
Santa Clara, UT 84765





Santa Clara Town Hall Banquet Room Rental Indemnity Agreement

In consideration of the agreement of the City of Santa Clara to rent space to the undersigned on _____ at the Santa Clara Town Hall Banquet Room, I/we agree to take full responsibility for all claims of costs, losses, or damages that may occur due to the use of the premises, or any damage or injury to property or persons on the premises during my/ our rental of the Banquet Room space, kitchen, public restrooms, lobby area and the outside grounds. Accordingly, I/we agree to indemnify and hold harmless the City of Santa Clara from all such claims and agree to also defend any such claims, including the payment of all reasonable attorney's fees and costs.

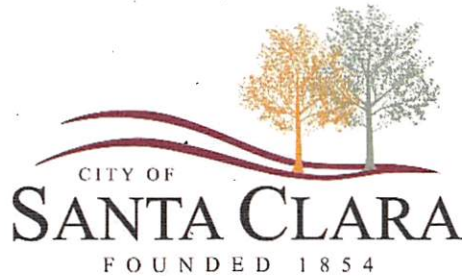
Signature of Renter / Responsible Person(s)

Date

Print Name

Mayor
Rick Rosenberg

City Manager
Brock Jacobsen



City Council
Dennis Drake
Wendell Gubler
Leina Mathis
Ben Shakespeare
Jarett Waite

July 9, 2020

RE: Banquet Room Rental Notice

Attn: Banquet Room Rental Applicant

Thank you for your Santa Clara Town Hall Banquet Room Reservation Application. Because of the fluid nature of the Covid-19 pandemic at this time, we would like to remind you that there is a possibility that your event may have to be canceled or stricter guidelines will need to be implemented for your event according to the state risk level as your event approaches. The state guidelines dictate allowable group size, and social distancing and hygiene measures to be implemented. Once again if the risk level increases too much there is the possibility that we would not allow any use of the Banquet Room as was the case March—June of this spring.

It is the renter's responsibility to follow the state risk guidelines regarding Covid-19; if you have questions about those guidelines you can find more information at utah.gov/Health/Phased_Health_Guidelines. After reviewing the risk level guidelines, we are requesting, as the renter of the Banquet Room facility, for you to provide a written plan to the city indicating the safety and hygiene measures and precautions you will implement and follow during your event. We will need a copy of your plan submitted to the city at least one week prior to your reservation event date along with the enclosed Release and Indemnity Agreement.

We understand this has been a difficult time in many ways for all of us and are hopeful that social gatherings and events will be able to take place, but the city will put safety first and follow direction from state leaders and our own mayor, council and staff.

Thank your attention to this notice.

Sincerely.

Santa Clara City Staff

**SANTA CLARA CITY RENTAL FACILITY
COMMUNICABLE DISEASE RELEASE AND INDEMNITY AGREEMENT**

IN CONSIDERATION of the agreement of the City of Santa Clara to rent to the undersigned the following facility:
_____ (hereafter, the "Facility"), on the following date(s):

_____ (hereafter, the "Event"), and for the benefit of the City, its officials, directors, officers, appointees, employees, and agents (hereafter "Releasees"), I acknowledge and agree, for myself (or for the group or entity on whose behalf I am authorized to sign) as follows:

- I am aware that by conducting the Event at the Facility there are risks to me, and to those who attend the Facility during or participate in the Event, of exposure, directly or indirectly, to communicable diseases, including but not limited to the virus "severe acute respiratory syndrome coronavirus 2" (SARS-CoV-2), "COVID-19" and/or any mutation or variation thereof.
- I agree that I will conduct the Event in all ways consistent with (1) the recommendations of the U.S. Centers for Disease Control for prevention of the spread of communicable disease, including but not limited to COVID-19; (2) the orders and directives of health officials of the State of Utah, including any emergency declarations of the Governor of Utah in effect at the time of the Event; (3) the orders and directives of Southwest Utah Health Department officials in effect at the time of the Event; and (4) the orders and directives of local officials, including City officials, law enforcement, or other public safety officers, whether issued prior to or during the Event (collectively, the "Orders and Directives").
- I agree that I will at all times during the Event implement and carry out such reasonable policies and procedures as will encourage attendees and participants of the Event to comply with all of the Orders and Directives, and that I will make reasonable efforts to publicize such policies and procedures to attendees and participants.
- I agree that I will have persons present at all times during the Event to monitor attendee and participant compliance with such policies and procedures, and in the event the persons monitoring on my behalf observe violations of the policies and procedures implemented to encourage compliance with Orders and Directives, the violators shall be invited to comply, and if they do not reasonably comply following an invitation to do so, shall be asked to vacate the Premises.
- I hereby agree to RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE the Releasees, on behalf of myself, my group or entity, or any attendee of the Event, from all liability for any and all loss or damage, and any claim or demands therefor, related to the rental of the Facility, the authorization of the Event, the policies and procedures implemented during the Event, or any spread of communicable disease during the Event, whether caused by the negligence of the Releasees or otherwise.
- I hereby agree to INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost they may incur related to or arising out of the illness or death of any person who attends the Event due to any communicable disease, or which is in any other way related to the authorization of the Event, the implementation of policies and procedures during the Event, or use of the Facility by me or my group or entity, whether caused by the negligence of the Releasees or otherwise.
- I HAVE READ THIS HOLD HARMLESS, RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY, AND INDEMNIFICATION AGAINST THE LIABILITY OF RELEASEES, TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature of Renter or
Person Authorized to Sign for Renter

Date Signed

Printed Name (and Title, if applicable) of Signer

Phone Number of Signer

COVID-19 EVENT MANAGEMENT TEMPLATE

In accordance with the state of Utah [COVID-19 Transmission Index](#), formal organizations are required to complete the following event management template to assist in their efforts to plan and execute a safe event. This document must be kept and available for inspection by the local health officer or their designee

EVENT DETAILS			
Event Name:			
Event Location:	<i>Address</i>	<i>City</i>	<i>Zip</i>
Party Responsible for Organizational Oversight:	<i>Address</i>	<i>City</i>	<i>Zip</i>
	<i>Email Address</i>		<i>Phone</i>
Event Date(s):	<i>Start Date</i>	<i>End Date</i>	
Anticipated Number of Attendees:	<i>Per Day Total</i>	<i>Grand Total</i>	
Event Type	☐ <u>Static</u> : events where the attendees primarily enter, watch and depart ☐ <u>Interactive</u> : events where attendees create a traffic flow and interact with each other ☐ <u>Participant</u> : events where attendees primarily participate in an activity or production ☐ <u>Community</u> : events with many activities and populations centers and likely a random traffic pattern		

Employees, Volunteers, Players, Performers, Actors, Etc.

- | | |
|-------------------|--|
| Checklist: | <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <ul style="list-style-type: none"> ☐ Symptom checking symptoms checked (checklist or verbal), including temperature checks when feasible ☐ Face coverings are worn in settings where other social distancing measures are difficult to maintain (exception for performers during performance) ☐ Ensure that face coverings are available </div> <div style="width: 45%;"> <ul style="list-style-type: none"> ☐ Provide accommodations to high-risk employees & volunteers; minimize face-to-face contact, assign tasks that allow these individuals to maintain a 6-foot distance from other employees or customers ☐ Comply with distancing and hygiene guidelines </div> </div> |
|-------------------|--|

Keep a record of Attendees:

Please describe how you will record the name and contact information for each attendee, along with seating assignments or designated sitting/standing areas, to help identify and contact potential exposures.

Physical Distancing

Follow physical distancing requirements according to the Transmission Index. A 6-foot distance is strongly recommended between household groups at all times, including while seated, even if not required by the Transmission Index level your county is in. Congregating at any point is strongly discouraged. Please describe your plan to maintain appropriate physical distancing throughout the event.

Attendees at Increased Risk for Severe Illness from COVID-19

Please describe your plan to accommodate higher-risk attendees, such as setting an established window of time for higher-risk groups to come in without pressure from crowds and/or separate entrances and queues.

Signage

Post signage listing COVID-19 symptoms, asking attendees with symptoms to stay home, and encouraging physical distancing. Please describe your plan to maintain signage, including the number of anticipated signs and their locations.

Payment Options

Encourage contactless payment; disinfect between transactions at facility stores/gift shops, and comply with other retail recommendations. Please describe your plan for payment if relevant.

Hygiene & Sanitization

Please describe your plan to provide hygiene and regular sanitization throughout the event.

Additional Safeguards

Please share any additional planned safeguards or measures being enacted at the event.

Signature

Please provide the signature of the organizational representative who will be responsible for ensuring event oversight.

Printed Name

Title

Signature

Date