

NOTICE AND AGENDA
SANTA CLARA CITY COUNCIL MEETING
Wednesday, May11, 2022
Time: 5:00 p.m.
AGENDA

Public Notice is hereby given that the Santa Clara City Council will hold a Regular Meeting in the City Council Chambers, located at 2603 Santa Clara Drive, Santa Clara, Utah on Wednesday May11, 2022, commencing at 5:00 PM. The meeting will be broadcast via You Tube linked on our website at <https://sccity.org/meetings>.

1. Call to Order

2. Opening Ceremony:

- Pledge of Allegiance: Jarett Waite
- Opening Comments: Jarett Waite

3. Conflicts and Disclosures

4. Working Agenda:

A. Public Hearing(s) 5:00 p.m.

B. Consent Agenda:

1. Approval of Claims and Minutes

- April.27, 2022 Regular City Council Meeting Minutes
- April 27, 2022 Executive Session Minutes
- May 4, 2022 City Council Work Meeting Minutes
- Claims through May 11, 2022

2. Calendar of Events

- May 25, 2022 Regular City Council Meeting
- May 30, 2022 Memorial Day – Offices Closed
- June 1, 2022 City Council Work Meeting
- June 8, 2022 Regular City Council Meeting

3. Set Public Hearing to receive public input regarding Wastewater System Update & Impact Fee Analysis for May 25, 2022 at 5:05 pm.

4. Set Public Hearing to receive public input regarding Power Capital Facilities Plan & Impact Fee Analysis for May 25, 2022 at 5:05 pm.

C. General Business:

1. Introduction of New Employees.
2. Consider approval of Ordinance 2022-09 an Ordinance amending Chapter 17.16 “Land Use Authority”. Presented by Jim McNulty, City Planner

3. Consider approval of Ordinance 2022-07, an Ordinance amending the Santa Clara City Personnel Policy Manual to add Juneteenth Holiday to the Holiday List. Presented by Brock Jacobsen, City Manager.
4. Approval of the Utopia Interlocal Agreement. Presented by Brock Jacobsen, City Manager.
5. Approval of Dog Park Lease. Presented by Brock Jacobsen, City Manager.
6. Discussion regarding the Santa Clara Justice Court. Presented by Brock Jacobsen, City Manager.

5. **Reports:**

- a. Mayor / Council Reports:

6. **Executive Session:**

7. **Adjournment:**

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

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 5th day of May 2022 at 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 2022 meeting schedule was also provided to the Spectrum on January 6, 2022.

Chris Shelley – City Recorder

**SANTA CLARA CITY COUNCIL MEETING
WEDNESDAY, APRIL 27, 2022
MINUTES**

THE CITY COUNCIL FOR THE CITY OF SANTA CLARA, WASHINGTON COUNTY, UTAH, met for a Regular Meeting on Wednesday, April 27, 2022 at 5:00 p.m. in the City Council Chambers of the Town Hall at 2603 Santa Clara Drive, Santa Clara, Utah. Notice of the time, place and agenda of the meeting was provided to the Spectrum and to each member of the governing body by emailing a copy of the Notice and Agenda to the Spectrum and also, along with any packet information, to the mayor and each council member, at least two days before the meeting. The meeting will be broadcast via You Tube linked on our website at <https://sccity.org/meetings>.

Present: Mayor Rick Rosenberg
Council Members: Jarett Waite, Ben Shakespeare, Christa Hinton, Leina Mathis and Denny Drake
City Manager: Brock Jacobsen
City Recorder: Chris Shelley

Others Present: Scott Bannon, Assistant City Manager; Dustin Mouritsen, Public Works Director; Brad Hays, Parks & Trails Director; Gary Hall, Power Director; Andrew Parker, Fire Chief; Matt Ence, City Attorney; Jim McNulty, City Planner; Kristelle Hill, Admin. Assistant; Cody Mitchell, Building Official; Bob Flowers, Police Chief; Judge Ken Armstrong; James Peters, AOC-Justice Court Administrator; Lieutenant Studley, Police Dept.; Sergeant Tobler, Police Dept.; Cindy Powell; Tyler Hunsaker; Nick D. Lang

1. **Call to Order:** Mayor Rosenberg called the meeting to order at 5:00 p.m. He welcomed everyone and introduced himself and the City Council.
2. **Opening Ceremony:**
 - Pledge of Allegiance: Denny Drake
 - Opening Comments: Denny Drake
3. **Conflicts and Disclosures:** None.
4. **Working Agenda:**
 - A. **Public Hearing(s):** None.
 - B. **Consent Agenda:**
 1. **Approval of Claims and Minutes**
 - April 13, 2022 Regular City Council Meeting Minutes
 - April 13, 2022 Executive Session Minutes
 - Claims through April 27, 2022

2. Calendar of Events

- May 4, 2022 City Council Work Meeting
- May 11, 2022 Regular City Council Meeting
- May 25, 2022 Regular City Council Meeting

3. Set Public Hearing to receive public input regarding the FY 2022-2023 Tentative Budget for May 25, 2022 at 5:00 p.m.

Motion to Approve the Consent Agenda as presented.

Motion by Denny Drake, seconded by Christa Hinton.

Voting Aye: Leina Mathis, Jarett Waite, Denny Drake, Christa Hinton and Ben Shakespeare.

Voting Nay: None.

Motion Carried.

C. General Business:

1. Justice Court Discussion. James Peters, AOC - Justice Court Administrator. Presented by Scott Bannon, Assistant City Manager.

- Scott Bannon asked if Judge Armstrong could take a moment to introduce James Peters who is with the State Court.
- Ken Armstrong, Judge, Santa Clara Justice Court, said that a few months ago he spoke to the Council and told them he was going to retire in December. He said that Jim Peters is the administrator to all the Justice Courts. He wants to fill the Council in on what options there are as far as the Justice Court and what needs to be done when he leaves.
- James Peters said where the City is coming up with a vacancy he felt it would be helpful if he would spend a few minutes with Council and answer any questions Council might have about the process moving forward and the options there are. He said that judges are elected officials. He said it is not a requirement that Santa Clara have a Justice Court so one of the options is to dissolve the Justice Court. He said that oftentimes smaller communities recognize that the majority of their defendants aren't local residents anyway so whether they keep the Court or dissolve the Court isn't necessarily tied to whether it's providing a service to the local residents or not. So, in dissolving the Court, any cases that originated in Santa Clara would end up in the Washington County Justice Court in St. George and those cases would be handled that way. If the Justice Court is dissolved, in all likelihood you would never get it back. There is a statute on the books that talks about creating a Justice Court, which you would have to do, if you wanted to get it back after dissolving it and the threshold requirement for getting a Justice Court in the first place is demonstrating that there is a need and you could maybe do that with a Judicial Council but you would be hard-pressed to demonstrate a need when there is one over in St. George. He said that one way to not operate a Justice Court but not foreclose the possibility of getting one back in the future would be to enter into an interlocal agreement. Washington County Justice Court has interlocals with St. George and several other communities around here. This would be where the City contracted with Washington County to operate the Justice Court and how the revenues and expenses are split that is negotiable between the City and Washington County. The difference between doing it that way and dissolving the Court would be that if the City ever wanted the Court

back then you would terminate the interlocal agreement by its term and you would demonstrate to the Council that you were up and ready to go and get its blessing to hire a judge and you would be off and running again. The other option would be to simply replace Judge Armstrong and continue with your Justice Court. He said the process in replacing the Justice Court Judge takes several months and where Judge Armstrong is off the bench in December it wouldn't be any too soon to get started with that right now. He said the process for hiring a Justice Court Judge starts with the administrative office of the Court. He said they would put out a press release stating there is a vacancy in Santa Clara stating the requirements of serving as a Justice Court Judge and the amount it would pay. There has been a law passed that requires that a Justice Court Judge in a class of this size, this County, have a law degree. They have to be 25-years-old, a resident of this County or an adjoining County and there is a couple of other requirements. They would put out that announcement and they would partner with the City to spread the word. He said it is amazing how few applications they can get in a County this size. He said if they don't get at least 9 applications on the first round, they then have to open it up again or extend it. He said that if the City wants to have a Judge on the bench in January, it is time to get started. He said that applications come into the administrative office. He said they will work with the City's HR to make sure everything has been sent up to the administrative office. He said they read the applications to make sure they meet the minimum qualifications and while that is all happening, they are putting together a nominating commission and that commission consists of five people; two of them come from Santa Clara, one of them comes from the local Bar Association, one of them comes from the local Mayors Association and the County will appoint someone as well. That Nominating Commission could come together fairly quickly but even then, it is always a challenge to get those five people committed to a schedule where they can get together the first time and they go through all the applications that have been coming in and they decide who they want to interview and then they get together a second time and conduct those interviews. They come up with a slate of three to five nominees that they then pass on to the Mayor. Mayor Rosenberg makes his selection and then presents it to this Council for your ratification. The Nominating Commission takes a month or two to do its thing after there has been a month or two to advertise the position and then he has 30 days to make his pick, because he will want to interview people and do background checks and there is 30 days to do that so by the time you add it all together that is 6 to 8 months into the process. If the judge that you ultimately select is already a judge somewhere else that person doesn't need to go through an orientation that is held in Salt Lake City. If they haven't been a judge anywhere else then there is an orientation they would need to go through in January and then their name would be taken to the Judicial Council for approval. As soon as they are approved, they could take the oath of office and take the bench. He said even as carefully as this is orchestrated there could be a gap between Judge Armstrong and the next judge of about 3 weeks. We would just work with the other judges in the area to cover.

- Mayor Rosenberg asked to start the process do we just contact him (James Peters).

- James Peters said yes. He said he is not the person who actually staffs that Nominating Commission. He said he will put the announcement together and make sure it meets with the Mayor's approval before it is release to the press. He said it wouldn't hurt to do that sooner than later because once we run into the holidays it is hard to get much done. He said he will make sure the Mayor and Council has his contact information.

- Leina Mathis asked if the orientation is only done in January.
- James Peters said no that it is typically done in April and August also. He said they have been rescheduled before to accommodate. He said this process would be difficult to get done by August. He said he could talk about this with the Council.
- Ben Shakespeare asked if this is something the Council needs to discuss.
- Mayor Rosenberg said that we have talked about this a little bit with the Judge's retirement so we probably want to get started with the process and we can talk about it at Council to see if we want to dissolve the Court and the three options that were talked about.
- James Peters said he is not at Council tonight to demand an answer. He wanted to get this discussion going.
- Mayor Rosenberg said that this should be a discussion at the first Council meeting in May.
- Ben Shakespeare said it would be good to have this discussion and go over budgets and costs and cases that are seen.
- James Peters said there are different motivations to have a Justice Court. He said they should think about if this is one of the services that they want to provide to their community. If so, it is good to delve into the numbers and see who you are actually serving. He said that whatever the cost there are communities that want to provide the Court.

2. Discussion regarding stats and strategies for the future. Presented by Bob Flowers, Police Chief.

- Chief Flowers said he is accompanied by Lieutenant Studley and Sergeant Tobler. He said he wanted to bring some things to Council to get guidance and direction. He presented updated crime statistics for the community. He wanted the Council to know how they have built their strategies for the next year or two years. They are making some adjustments in the department and would like some feedback from the Council.
- Lieutenant Studley showed a graph of the call volume the department has had. He said the first year there was combined (Santa Clara/Ivins) stats was in 2013. There were 3,731 calls of service that year. The last reporting year as of now is 2021. He said since 2013 there is a constant uptick. He said there was a plateau in 2020 and 2021 because of COVID-19 and restrictions that were placed and the precautions that the department took with their interactions in responding to deal with people. That was limited so they weren't coming in contact with people and in doing that they took part of the EMS response and no longer responded to those because they weren't necessarily life-threatening. He said that per office, per year, per call there was roughly 700 calls per year per officer in the department. That translates into about 15 calls per day that the police department fields or that they staff. He showed the Council a map of the breakdown of where the calls are. They are generalized and all over the City. He also showed the breakdown into the call types. He said they are at 1,800 calls so far this year. That is about an 18% increase from 2021. He said there isn't really a hotspot in the City.
- Denny Drake asked if the 700 calls per officer included Ivins City or is that just Santa Clara.
- Chief Flowers said that is for both cities. He said it is really good news that there isn't one area, hotspot. He said the reason they are demonstrating this to the Council is to show

there isn't one single neighborhood where all the crime is going on. He said they map the address and the calls. He talked about the vandalism and criminal mischief that has happened at the parks. He also talked about their responsiveness and their response time. He said that every crime that is reported is mapped. That is part of their strategy. This helps them know the areas and their statistics. This helps them to know where they need to focus their time and money. He also talked about the need to put some more money into law enforcement.

- Ben Shakespeare asked how many officers there were in 2013 and how many officers there are now.

- Chief Flowers said there were 8 in 2013 and we now have 12. He said we probably need to look at hiring more officers in the next few years. He said they normally carry 230 cases.

- Ben Shakespeare said that cases are up 60%. He asked where the Chief sees the need.

- Chief Flowers said one of the main concerns is how to keep long-term officers.

- Mayor Rosenberg asked if they are fully staffed right now.

- Chief Flowers said they are. They do have one opening right now. They have a couple of applicants they are looking at.

- Jarett Waite asked if the Chief had an opinion on the Justice Court if we should continue or contract that out.

- Chief Flowers said he thinks we should keep the Justice Court.

- Denny Drake said he appreciates the job the police department is doing. He thinks everything is being taken care of and watched for.

- Chief Flowers said they have been running some speeding surveys. They are amazed in the lack of problems.

3. Consider approval of the UIA (Utopia) hut location easements. Presented by Matt Ence, City Attorney.

- Matt Ence said that the report to the Council mentions an interlocal agreement with Utopia: "City Council approval is needed for two Easement Agreements with Utopia. One agreement is for the fire station location, and the other is for the Gubler Park location. City Council approval is also needed for an Interlocal Cooperation Agreement with Utopia." He said this item on the agenda includes the agreements for the two easements but it doesn't include the interlocal agreement. We will put that back on for approval at the next City Council meeting. Tonight, what we are looking for approval from the Council on is two easement agreements that identify the location of two huts on City property where Utopia will locate huts to service their fiber optic network. Staff has reviewed the location and has been on site looking at locations and has approved all of that. He has reviewed the form of the agreement and it is fine.

- Mayor Rosenberg asked where the locations are.

- Brock Jacobsen, City Manager, said location 1 is at the Circle Drive Fire Station next to the cell tower that is there. The other location is in Gubler Park running along the trail that comes from Rachel Drive and it will set between the trail and the fire station block wall.

- Denny Drake said they have been marking the one on Circle Drive.

- Leina Mathis asked if there is something above ground that we are going to see with the hut.

- Matt Ence said it is a concrete pad with a hut on it so you will see an actual hut with a door and there will be equipment inside of it.
- Brock Jacobsen said it is a rock aggregate exterior on it. They will also have a generator there. On Circle Drive it will be enclosed by a chain link fence and at Gubler Park it will be done by a block wall.
- Jim McNulty, City Planner, said that the wall will match the fire station wall.
- Gary Hall, Power Director, said that at the last meeting they decided there wasn't a need to enclose the hut on Circle Drive with a chain link fence.
- Leina Mathis asked how loud the generators are.
- Gary Hall said they are a small generator. It is only 125-amp service. The hut will be in between the generator and the residents so the generator will be facing the cell tower. They will only be used when the power goes out and they will probably have a scheduled exercise with them.
- Matt Ence said that both of the easement agreements provide for an annual fee/payment.
- Jim McNulty said the typical annual amount is \$300 per site. It is pretty minimal.
- Matt Ence said the Council would be approving two separate agreements that are identical except for the location. Have the motion approve the agreements for Circle Drive and Gubler Park sites.

Motion to Approve the UIA (Utopia) hut location easements with Location 1 at Circle Drive and Location 2 at Gubler Park as presented.

Motion by Jarett Waite, seconded by Denny Drake.

Voting Aye: Denny Drake, Jarett Waite, Ben Shakespeare, Christa Hinton and Leina Mathis.

Voting Nay: None.

Motion Carried.

4. Discussion regarding Title 17, Chapter 17.16 Land Use Authority. Presented by Jim McNulty, City Planner.

- Jim McNulty said he and Matt Ence have been working on some code updates and they wanted to bring this one before Council and have a discussion. He reminded Council that we recently made some changes to Chapter 17.12 for Planning Commission and that ties into this a little bit. He said it is pretty important that we come up with a chapter that is clear and concise and identifies the different processes that need to be put in place for land use authority. He said there are a few changes that are being proposed. There are a couple of new titles and a couple of new sections: 17.16.070 and 17.16.080. He stated that there are a couple of changes in 17.16.020: "Conditional use permits for simple home occupations, and accessory dwelling units in the RA, R-1-10 and R-1-10/RA Zones." We removed the word "second" and replaced it with "accessory". Also, in 5a, "Building setbacks and distances from lot lines or other buildings of one (1) foot or less." we added the words "of one (1) foot or less". He said that in section B the wording was changed to: "The Planning Commission shall be the Land Use Authority to hear and act on the land use applications set forth in section 17.12.090 and as delegated to the Planning Commission by the City Council." and all other wording in that section was deleted and that wording was put into 17.12.090 instead. The next section he talked about was 17.16.050 Appealing a Land Use Authority Decision. We added quite a bit of language to this section. It says, "The appropriate appeal authority, according to the type of

appeal, is set forth in this chapter and delineates this authority between legislative and administrative proceedings.” He said there will be a Legislative Appeal Authority and an Administrative Appeal Authority. He explained that the Legislative Appeal Authority are appeals from land use decisions that are identified as legislative matters and subject to legislative proceedings and are defined herein and shall only be appealed to the District Court pursuant to Utah Code section 10-9a-801. He said the types of those Legislative matters that would be subject to those type of proceedings would be: General Plan amendment applications; a land use ordinance amendment application, including zoning ordinances and subdivision ordinances amendment applications; Zoning map amendment applications (rezones), including site-specific rezones; An official map amendment application; Temporary land use regulations; Combined land use map and zoning map amendments; and all other code sections and uses as specifically delegated by the City Council.

- Matt Ence said that all of those decisions that are appealed directly to the District Court, those are all City Council decisions because they are Legislative decisions. The next section is potentially a mix because there may be some that are Staff or Planning Commission.

- Jim McNulty said the next section is Administrative Appeal Authority says, “Administrative Appeal Authority: Pursuant to Utah Code Annotated section 10-9a-701, the City has appointed an Administrative Hearing Officer as the City’s Appeal Authority to hear appeals.” He said that by changing the code, they would be going to a Hearing Officer to hear appeals. These are the types of appeals they would hear: “A request for a variance from any land use decision; Conditional Use Permits; A building permit or application; Determinations regarding nonconforming uses and noncomplying structures; Determinations of violations of the storm water ordinances and any civil fines or costs imposed; Appeals from a fee charged in accordance with Utah Code section 10-9a-510; All other applications for any necessary approval, permit, or license required by the provisions of this title, and all other land use ordinances, not identified to be a legislative proceeding, as identified by this chapter; and, All other code sections and uses as specifically delegated by the City Council.” He said the most common appeal we may see is a conditional use permit appeal.

- Matt Ence said he agrees with that. He said this does include building permit approvals. The building code itself actually has an appeal process. He said we may need to look at that a little closer to see if that is something we need to except out of this.

- Jim McNulty said the other types of appeals he has seen are appeals of administrative decisions such as a decision a Staff member could make. The next section he talked about was 17.16.060 Appeals from Land Use Decisions. He said this addresses time limits. We need to be consistent on the time limits. This states “10 calendar days”. This also gets into the requirements or determination for filing a written notice of the appeal. Previously the wording was “building official” and it was changed to “Planning Manager”. Next, he talked about a decision from an appeal. It says, “Any notice of appeal must include a list containing the names and addresses of adjoining property owners. Adjoining property owners include all owners of property within a five-hundred-foot (500') radius of the property affected by the appeal or request for variance as shown on the tax rolls of Washington County. The Santa Clara Planning Manager shall notify the appropriate Appeal Authority of the notice of appeal within seven (7) working days.” The next item is the fee. We do have a fee that is in the fee policy right now, which is

\$550 plus \$1 per notice to adjacent residents. There is also a timetable about scheduling the hearing and putting the hearing together. It states, "Hearing to Be Scheduled; Notice: When a notice of appeal is filed, the Appeal Authority of the adverse order, requirement, decision or determination shall schedule a meeting for a hearing within fifteen (15) working days, unless such time is extended for good cause or stipulation of the parties." He next talked about the section Action of Variance Withdrawal. It states, "Unless otherwise specified by the Appeal Authority, any order or decision of the Appeal Authority authorizing a variance shall expire if the applicant fails to obtain a building permit within one year from the date of the decision. Any applicant may voluntarily withdraw the appeal or variance request at any time prior to a decision of the Appeal Authority. No person shall be entitled to a refund of costs for any reason whatsoever. (Ord. 2006-02)" We would have to hire a couple of Hearing Officers. They are a contract employee of the City. They cannot be a Planning Commission member, a Council member or full-time employee.

- Matt Ence said in his experience the Hearing Officers have generally been either an attorney or a planning official from another city. He said we have some good options in this area. He said he doesn't anticipate that we will need this very often. One of the main reasons we decided to have this is partly to take some of this burden off of the Council. He said that in the past the Council has been both the appeal body and the deciding body so it may not have been appropriate. The City Council has enough on its plate that it doesn't need to hear appeals of decision that are made by Staff and Planning Commission.

- Denny Drake asked if there is an appeal other than through the court on a decision made by an Administrative Hearing Officer.

- Jim McNulty said it would be with the court. The information that they have to render the decision on is the information that was available to the Planning Commission or the other body at the meeting where they rendered or made a decision. The two sides can't bring a bunch of new information that was not made available to the Planning Commission or the City Council. It is the information that was part of the proceedings through the process where that decision was made.

- Denny Drake asked if there is any problem with that Administrative Hearing Officer not being an elected official with the interest of the people.

- Matt Ence said no, this is specifically available to us under State law.

- Jim McNulty said that the Hearing Officer generally takes a week or two to render their decision in writing, making findings and giving a decision which is really good to have that type of documentation. He said he feels this is a good change and a good way for the City to go.

- Mayor Rosenberg said the Administrative Appeal Officer is appointed by the elected officials. He may not be elected but he is appointed by the elected body.

- Christa Hinton asked about the number of days, "10 days and 15 working days". Do we need to put anything that clarifies when these days fall on a weekend or a holiday? And what about the 15 working days? Who's working days? Santa Clara City's working days? Should we clarify that a little bit.

- Matt Ence said the assumption would be that if the 10 days fall on a weekend or a holiday, it would be the first work day after that. We can clarify that in the ordinance. He said the 15 working days would be the City's working days.

- Leina Mathis said that it was indicated that we could set multiple Hearing Officers. Do

we need to state that so that it gives us the option to have more than one?

- Matt Ence said we could. There is some language in there about conflict of interest. In that circumstance we would just designate another one.
- Leina Mathis asked about the section, Land Use Authority for Delegation of Duties, 17.60.020. For the Planning Staff where we modified it to say “accessory dwelling unit”, we instituted our new ADU policy and we defined a difference between “accessory dwelling” and “IADU’s”. Is this only for the one kind or do we need to note that it is both.
- Jim McNulty said IADU’s are permitted in residential zones.
- Leina Mathis asked so where we define the difference between the two, do we need to have this be both accessory and IADU?
- Matt Ence said there isn’t a permit required for IADU’s.
- Jim McNulty said there is but they have to get an approval a perhaps a building permit for conversion but the conditional use is for an ADU. We do that at an administrative level.
- Jarett Waite asked if this gives a developer another chance to appeal and maybe the officer could overrule what the Council decided.
- Jim McNulty said that would go to District Court.
- Matt Ence said it depends on what kind of decision we are talking about. Zone changes and final plats would all have to go directly to the District Court. Those are considered Legislative decisions so it is not appropriate under State law to have an Administrative Hearing Officer review a City Council Legislative decision. He talked about how it is important that we have this broken down between Legislative and Administrative. Most Administrative decisions are going to be Staff or Planning Commission decisions but there may be examples where a City Council decision could be appealed but it would only be if it is not a Legislative decision. He told the Council that this is going to the Planning Commission tomorrow and it will come back to Council so if Council has any other thoughts, he would like them to let him know and we can get them integrated.

5. Reports:

A. Mayor / Council Reports

Ben Shakespeare:

- He attended the Secondary Water/Metering workshop at the League of Cities and Towns. We are way ahead of a lot of other cities when it comes to metering.
- A resident contacted him concerning a traffic signal on Arrowhead and Hafen Lane. He talked about the visibility zones on residents’ properties. That might be our bigger problem that we have hedges going right out. That was the resident’s concern. They are having to inch out to get out into traffic because those hedges are right out to the edge of the street. The issue is sight visibility. If we are going to make the requirement for walls and visibility, it should be for hedges too.
- Mayor Rosenberg said that he agrees. He said at that intersection, the things that are problematic right now is a construction trailer is in the sight triangle and has been there for 3 months and then the hedge on the west side. We probably have some sight distance issues that we ought to pay attention to and make sure the vegetation is trimmed when it starts to encroach in the sight triangles.

- Ben Shakespeare said another concern is the speed sign on Santa Clara Drive and Old Farm Road on the north side of the road. You can't see it. You don't see it until you are right on it.

Leina Mathis:

- We just completed the County Fair. We were only one of four cities that chose to do a city display this year. It turned out pretty well.
- She met with Will Nadauld. We are pursuing a Youth City Council. They have five incoming Seniors that have committed to participate. They have agreed that we will meet over the summer. They will design the program and the goals and write it all up and they will be the five that will participate in it for the first year starting in August.
- Mayor Rosenberg asked if there is a budget for this.
- Brock Jacobsen said there will be.
- Mayor Rosenberg said they will need a budget because they will travel to Salt Lake.
- Leina Mathis said she and Brock will be visiting about the budget.
- Leina Mathis said she had a (Housing Action Coalition) HAC meeting today. A lot of the information came from the League of Cities and Towns meeting. The one new thing is they have officially started the Southwest Community Land Trust. It is registered and up and running. Bruce Jenkins is the attorney that is overseeing it. They are currently writing all their financial policies. That might be a really good opportunity.
- Mayor Rosenberg said he is on that committee.
- Leina Mathis said there are some questions with affordability and Habitat for Humanity and some of the barriers within our community. She said she has some information that she will bring back to another meeting.
- She has had a couple of residents call her. There are three Christmas banners that are still up on the light poles. They wondered if we could take them down.
- Brad Hays, Parks & Trails Director, said that we don't have tall enough ladders but he will get that taken care of.
- Leina Mathis gave a reminder to anyone who is attending the City Alliance presentation tomorrow that it is from 11:00 to 1:00. She said she will be there.

Jarett Waite:

- He said that at the League meetings they talked about a Municipal Ethics Commission. He said that most cities don't have one but if there is an ethics concern in a city the only recourse is going to the City Commission instead of handling it locally.
- Matt Ence said he can look at that.
- Jarett Waite said at the League meetings they also talked about a Mayor's award for local students. It is a really cool way to recognize students in the community and it is also a way to get more people involved and at the meetings. The teachers make those recommendations to a committee at the City and the students get a plaque and a gift bag or something like that. He said that at the League meetings he also went to the class on social media. He said it turned into a legal discussion. He said he would like some time in the next Work Meeting to go over it. The big discussion item was if you have ever used your personal social media account and said anything in your role as a public official, that account is now considered a public forum and so you can't block people or you will get sued and you can't delete comments or you can get sued. He said it is very hard to go back, once this is done. He told the Council to not use their personal accounts

for anything concerning your roles as public officials.

- Mayor Rosenberg talked about the City's website. He asked if he shares the information from that website with his followers does that open his personal account up by just doing that?
- Jarett Waite said yes.
- Mayor Rosenberg talked about setting up the Council with City accounts.
- Denny Drake asked if we get an email on our personal account concerning City issues, do we just ignore it?
- Brock Jacobsen said yes. He suggested responding from their City email.
- Jarett Waite said because social media is considered a public forum, we should be archiving that as a City so if there is ever a lawsuit or something, there is a really quick easy way to get back to that thread. There are several archiving companies that aren't too expensive that make that process much simpler.
- Matt Ence asked what social media the City is currently using.
- Jarett Waite said Facebook and Instagram and YouTube.
- Matt Ence said that Instagram and Facebook may have a function where you can download all of your past history.

Denny Drake:

- Nothing to report.

Christa Hinton:

- She attended the League of Cities and Towns meeting. St. George City uses the Interfaith Council to take care of their comment portion of their meetings and she wondered if that would be okay if we reach out to them to help us as well.
- Mayor Rosenberg said that she is the Chaplain.
- Christa Hinton said she will reach out to them and see if they will help us. She said she attended the growth workshop at the League and Utah is growing and 2/3 of the growth between 2010 and 2020 was actually within the State so it is not completely from outside of our area.

Mayor Rosenberg:

- He said that Dustin Mouritsen attended the MPO meeting for him. There was not much on there that affected Santa Clara. Dixie State has an expansion plan for the downtown campus and a second campus is going to be built in the Desert Color area. Electric vehicles are being charged by miles driven a day for registration road usage.
- He was invited to the Washington County Youth Coalition Key Leader Appreciation Night on Wed. May 11, which is a City Council meeting. Do we have someone we want to send to it such as a Staff representative. They asked if we could send someone from our agency or organization. It is out at Tuacahn. He will give the information to Brock.
- He went to the League meetings. He went to the Rural Caucus meeting and another mayor shared an app from his phone that he will share with Kristelle. Any resident of the town can go to this app and the City Council determines what tier of drought we are in and it automatically changes the rates when the tiers change. What typically changes is the base. It calculates what the water bill will be every month in every tier. This mayor said they dial their residential water allotments down by season and then the tiers.
- Jarett Waite said it wasn't an app, it was just on their website.

- Mayor Rosenberg said that is correct. It is on their website and he has the link that he will share.

Gary Hall:

- The generators are in the building. They are getting put in position. They should be good to go. The control cabinets are at Caterpillar. Jason said we should be up and running by June 1. They are still waiting on electronic equipment for the Scada system but we can still run our generators. If we have to do them manually, we will. He has not heard any updates from UAMPS on the PacifiCorp's agreement that we have to get in to. The UAMPS person said this is a new program.
- Brock Jacobsen said we already have approval since we already had approval for four generators to run them and generate that power. He said his opinion is that we have already had that approval done.
- Gary Hall said that Dan Callahan and Thomas Hailstone are both going to be travelling to the "Light Up Navajo" project Saturday. Their orientation meeting is on Sunday morning and they will start working on Monday morning and will be there for a week. He said that we are proud to be part of this project and help out where we can.

Dustin Mouritsen:

- He attended a Snow Canyon compact meeting yesterday with Kristelle and two of the six wells up there need some work. They are down right now. One of them may possibly need to be redrilled. The other one needs bowls and a new motor. He is hoping they get done in the next 6-8 months. That would be 24% more water we will get out of the compact and hope to cut that number back on regional water.

Fire Chief Andrews:

- He attended the Washington County Fire Chiefs meeting. Because of the drought the outlook for fire season has increased. There is a National campaign to make people aware of the dangers.
- He talked about recruitment for this month. Our staffing is looking good. We are going to have some interviews next week. Next week is Captain Tobler's last day. He is going to PA school.
- Mayor Rosenberg asked if the wildland crews have been hired and is ready to go.
- Chief Andrews said we are in the process.

Scott Bannon:

- We are working with Lava Ridge Intermediate School concerning the four juveniles that started the fire at Gubler Park. We are setting up a program and have it scheduled with the school and Officer Ward and our Parks Department and we are having these kids do some community service within Gubler Park. The parents are on board with everything.
- St. George Refrigeration is coming out to the City Offices to go through things.

Cody Mitchell:

- The Building Department is going well. Selena has been out. He thanked Kristelle for her help.

Brock Jacobsen:

- The UIA bond is closing tomorrow.
- He and Scott Bannon and Chief Andrews are meeting with the County on Monday on the EMS services out in the County area.
- Next week is the City Council Work Meeting it is a pretty big agenda. There are already 9 items. One of those items we briefly discussed is impact fees. He asked if Council wants that to come back as a discussion or is there a consensus on where to go with those?
- Ben Shakespeare said he is alright with a discussion and if we want to address that in an open forum, it wouldn't hurt.
- Brock Jacobsen said the discussion would be solely impact fee waivers in general.
- The City Council said they would like that left on the agenda.

6. Executive Session:

- Executive Session to discuss character, and professional competence of an individual.

Motion to Enter Executive Session to discuss character, and professional competence of an individual.

Motion by Ben Shakespeare, seconded by Leina Mathis.

Voting Aye: Denny Drake, Jarett Waite, Ben Shakespeare, Christa Hinton and Leina Mathis.

Voting Nay: None.

Motion Carried.

- Entered Executive Session at 6:42 p.m.
- Reconvened at 7:05 p.m.

7. Adjournment:

Motion to adjourn by Jarett Waite.

Seconded by Christa Hinton with all members present voting aye.

Meeting Adjourned at 7:06 p.m.

Chris Shelley – City Recorder

Date Approved: _____

**City of Santa Clara
Check Register
Checking 1889 - 05/04/2022 to 05/04/2022**

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
BUCKS ACE SANTA CLARA	69771	566	03/29/2022	05/04/2022	7.65	INV 566-POWER DEPT VEYO PLANT PART	535310-250 - OPERATING SUPPLI
BUCKS ACE SANTA CLARA	69771	626	04/12/2022	05/04/2022	47.05	INV 626-POWER DEPT TOOLS	535310-250 - OPERATING SUPPLI
BUCKS ACE SANTA CLARA	69771	673	04/20/2022	05/04/2022	18.66	INV 673-POWER DEPT PAINT	535310-260 - BUILDING MAINTEN
BUCKS ACE SANTA CLARA	69771	686	04/22/2022	05/04/2022	38.93	INV 686-PARKS DEPT UTILITY GLOVES	104515-260 - BUILDING MAINTEN
					<u>\$112.29</u>		
					\$112.29		
CHILD SUPPORT SERVICES	69772	50422-873789	05/03/2022	05/04/2022	206.77	CASEY-C000873789 PAY PERIOD END 5/04/	102595-000 - GARNISMENTS PAY
					<u>\$206.77</u>		
CITY OF ST GEORGE - S	69773	APR 2022-SEW	05/03/2022	05/04/2022	32,786.50	2851 SEWER CONNECTIONS @11.50 APR	525210-945 - SEWER TREATMENT
					<u>\$32,786.50</u>		
DR. ROBERT R. FOSTER, D.O. P.	69774	MAY 2022 MED	04/28/2022	05/04/2022	600.00	MEDICAL SERVICES DIRECTOR-EMS & FIR	104230-370 - PROFESSIONAL SE
DR. ROBERT R. FOSTER, D.O. P.	69774	MAY 2022 MED	04/28/2022	05/04/2022	600.00	MEDICAL SERVICES DIRECTOR-EMS & FIR	104235-370 - PROFESSIONAL SE
					<u>\$1,200.00</u>		
					\$1,200.00		
ERIC GENTRY	69775	APR 2022	04/28/2022	05/04/2022	1,500.00	PROFESSIONAL SERVICES	104120-330 - LEGAL SERVICES
					<u>\$1,500.00</u>		
FREEDOM MAILING SERVICES, I	69776	42752	04/26/2022	05/04/2022	1,807.65	BILL PROCESSING	104130-370 - PROFESSIONAL SE
					<u>\$1,807.65</u>		
GRASS CREEK CONSTRUCTION	69777	50322-BOND RE	05/03/2022	05/04/2022	2,502.50	SCREEN BOND RELEASE FOR QUENCH-IT	102585-000 - SUBDIVISION SECU
					<u>\$2,502.50</u>		
JOY MILES	69778	42622-JM	04/26/2022	05/04/2022	79.62	COURT INTERPRETER 04/26/22	104120-330 - LEGAL SERVICES
					<u>\$79.62</u>		
LAURA SQUIRES	69779	81-APR 22 CC	05/02/2022	05/04/2022	300.00	Inv#81 CC MINUTES APR 2022	104130-370 - PROFESSIONAL SE
					<u>\$300.00</u>		
MARY JO HAFEN	69780	336500	05/03/2022	05/04/2022	165.00	BANQUET ROOM/HTG SQ Coordinator APR	104510-487 - BANQUET ROOM - T
					<u>\$165.00</u>		
MCNARY, BRANDON & JAMIE	69781	Refund: 323705	05/03/2022	05/04/2022	232.04	Refund: 323705 - MCNARY, BRANDON & JA	531311-000 - ACCOUNTS RECEIV
					<u>\$232.04</u>		
PROTECT YOUTH SPORTS	69782	952922	04/30/2022	05/04/2022	21.95	INV#952922 BACKGROUND CHECKS PARK	104510-370 - PROFESSIONAL SE
PROTECT YOUTH SPORTS	69782	952922	04/30/2022	05/04/2022	65.85	INV#952922 BACKGROUND CHECKS PARK	104230-370 - PROFESSIONAL SE
					<u>\$87.80</u>		
					\$87.80		
SECURLYFT CORPORATION	69783	373	05/03/2022	05/04/2022	600.00	INV#373-MONTHLY SUBSCRIPTION APRIL	104230-250 - OPERATING SUPPLI
					<u>\$600.00</u>		

City of Santa Clara
Check Register
Checking 1889 - 05/04/2022 to 05/04/2022

<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>
UTAH STATE TREASURER / FINE	69784	APR-22 COURT	05/03/2022	05/04/2022	13,877.18	COURT SURCHARGES	104120-905 - STATE FINE COLLEC
					\$13,877.18		
WASH. CO. FLOOD CONTROL DI	69785	APR2022 FLOO	05/02/2022	05/04/2022	4,558.50	FLOOD CONTROL DISTRICT 53-330100000	545410-770 - FLOOD CONTROL DI
					\$4,558.50		
WASHINGTON COUNTY SOLID	69786	APR 22 LANDFI	05/03/2022	05/04/2022	167.90	APR 2022 LANDFILL CHARGES-SWEEPER	104410-414 - ROAD MATERIAL & S
					\$167.90		
					\$60,183.75		

Mayor
Rick Rosenberg

City Manager
Brock Jacobsen



City Council
Denny Drake
Leina Mathis
Ben Shakespeare
Jarett Waite
Christa Hinton

CITY COUNCIL

Meeting Date: May 11, 2022

Agenda Item: 2

Applicant: City of Santa Clara

Requested by: James McNulty

Subject: Chapter 17.16, Land Use

Description: Authority

City staff and legal counsel have provided revised language for Chapter 17.16, Land Use Authority. This item was discussed with the Council on April 27, 2022. Additionally, the Planning Commission heard this item on April 28, 2022 and forwarded a positive recommendation for Council consideration. City staff is recommending that the City Council approve this code amendment.

Recommendation: Approval

Attachments:

Cost: N/A

Legal Approval: Yes

Finance Approval: N/A

Budget Approval: N/A

**CITY OF SANTA CLARA
ORDINANCE NO. 2022-09**

**AN ORDINANCE OF THE CITY OF SANTA CLARA, UTAH, UPDATING SANTA
CLARA CITY CODE CHAPTER 17.12, “PLANNING COMMISSION”**

WHEREAS, Santa Clara City has reviewed state law and the City’s own ordinances related to land use authority and appeals from decisions of a land use authority, and staff has recommended certain changes to ensure that the City’s ordinances are consistent with current state law and provide for the effective and efficient consideration of appeals from land use decisions; and

WHEREAS, the Santa Clara City Council desires to update its regulations designating the land use authority for certain land use decisions, and the proper procedure to appeal such decisions.

BE IT HEREBY ORDAINED by the City Council of Santa Clara, Utah, that Santa Clara City Code Title 17, Chapter 16, is hereby amended in its entirety and codified as set forth in Exhibit “A,” which is attached and incorporated herein with this reference.

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately following publication and posting as required by law and shall supersede any other ordinance or provision in conflict with the terms hereof.

ADOPTED AND APPROVED on this 11th day of May, 2022.

CITY OF SANTA CLARA

Rick Rosenberg, Mayor

Attest:

Chris Shelley, Recorder

**EXHIBIT “A”
TO ORDINANCE 2022-09**

**CHAPTER 17.16
LAND USE AUTHORITY [1](#)**

SECTION:

17.16.010: Purpose

17.16.020: Land Use Authority; Delegation of Duties

17.16.030: Public Hearings

17.16.040: Variances

17.16.050: Appealing A Land Use Authority's Decision

17.16.060: Appeals From Land Use Decisions

17.16.070: Administrative Hearing Officer

17.16.080: Unauthorized Communications Prohibited With Appeal Authority

Notes

- [1](#) 1. See also chapter 17.12 of this title.

17.16.010: PURPOSE:

The purpose of this chapter is to establish by ordinance the Land Use Authority for decisions applying the land use ordinances, establish the Appeal Authority to hear and decide requests for variances from the terms of the land use ordinance, and to establish the Appeal Authority to hear and decide appeals from the decisions applying the land use ordinance. (Ord. 2006-02)

17.16.020: LAND USE AUTHORITY; DELEGATION OF DUTIES:

A. The planning staff shall be the Land Use Authority to hear and act on the following land use applications:

1. Conditional use permits for simple home occupations, and accessory dwelling units in the RA, R-1-10 and R-1-10/RA Zones.
2. Fences meeting all requirements of the land use ordinance.
3. Signs meeting all requirements of the land use ordinance.
4. Child nurseries with six (6) or less children.
5. Review and approval of minor variances:
 - a. Building setbacks and distances from lot lines or other buildings of one (1) foot or less.
 - b. Building heights.
 - c. Fence adjustments.
 - d. Other similar requests.
6. Lot line adjustments between two (2) property owners or one owner on two (2) lots where no hearings are required.

7. Those uses specifically delegated to the planning staff by the City Council.

B. The Planning Commission shall be the Land Use Authority to hear and act on the land use applications set forth in section 17.12.090 and as delegated to the Planning Commission by the City Council. (Ord. 2018-04: Ord. 2006-02)

17.16.030: PUBLIC HEARINGS:

A. Planning Staff: The planning staff shall make its decisions at regular staff meetings. No public hearing or public meeting will be held outside of regular staff meetings.

B. Planning Commission: All public hearings related to land use decisions shall be held by the Planning Commission. Notice for the public hearing must meet the requirements of Utah Code Annotated, 10-9a-205. Additional public meetings may be held as necessary to properly review and make decisions regarding a land use application or decisions. (Ord. 2006-02)

17.16.040: VARIANCES:

Any person or entity desiring a waiver or modification of the requirements of the land use ordinance as applied to a parcel of property that he owns, leases, or in which he holds some other beneficial interest may apply to the planning staff or the Planning Commission, as designated in section 17.16.020 of this chapter, for a variance from the terms of the ordinance. The designated Land Use Authority may grant a variance if the requirements of Utah Code Annotated 10-9a-702 have been met. (Ord. 2006-02)

17.16.050: APPEALING A LAND USE AUTHORITY'S DECISION:

Any person adversely affected by the Land Use Authority's decision in administering or interpreting a land use ordinance may appeal that decision. The appropriate appeal authority, according to the type of appeal, is set forth in this chapter and delineates this authority between legislative and administrative proceedings.

A. Legislative Appeal Authority: Appeals from land use decisions that are identified as legislative matters and subject to legislative proceedings are defined herein and shall only be appealed to the District Court pursuant to Utah Code section 10-9a-801. The following types of applications are legislative matters, subject to legislative proceedings:

1. General Plan amendment applications;
2. A land use ordinance amendment application, including zoning ordinances and subdivision ordinances amendment applications;
3. Zoning map amendment applications (rezones), including site-specific rezones;
4. An official map amendment application;
5. Temporary land use regulations;
6. Combined land use map and zoning map amendments; and
7. All other land use decisions or adoptions of or amendments to the land use ordinances by the City Council which are legislative in nature.

B. Administrative Appeal Authority: Pursuant to Utah Code Annotated section 10-9a-701, the City has appointed an Administrative Hearing Officer as the City's Appeal Authority to

hear appeals from decisions of the Land Use Authority on the following matters, which are recognized as being administrative in nature:

1. Variances from any land use decision or regulation;
2. Conditional Use Permits;
3. Building permits or applications;
4. Determinations regarding nonconforming uses and noncomplying structures;
5. Determinations of violations of the storm water ordinances and any civil fines or costs imposed;
6. Fees charged in accordance with Utah Code section 10-9a-510;
7. Decisions on all other applications for any necessary approval, permit, or license required by the provisions of this title and any other land use ordinances, not identified to be a legislative proceeding, as identified by this chapter; and,
8. Decisions on any other land use issues which are specifically delegated to another land use authority by the City Council.

17.16.060: APPEALS FROM ADMINISTRATIVE LAND USE DECISIONS:

An administrative land use decision identified in section 17.16.050 B. may be appealed only in accordance with this section 17.16.060. Anyone appealing any such decision shall be deemed not to have exhausted his or her administrative appeals until the decision has been appealed and reviewed pursuant to this section.

A. Procedure, Time Limit: A notice of appeal of a request for variance or other land use decision must be commenced within ten (10) calendar days of the adverse order, requirement, decision or determination by filing a written notice of appeal with the Santa Clara Planning Manager at the Santa Clara City Building Department Office. If the tenth day falls on a weekend or holiday, it will be accepted on the next business day. The notice must indicate the decision appealed from, the grounds upon which the appeal is based, and identify the parties making the appeal. Any notice of appeal must include a list containing the names and addresses of adjoining property owners. Adjoining property owners include all owners of property within a five-hundred-foot (500') radius of the property affected by the appeal or request for variance as shown on the tax rolls of Washington County. The Santa Clara Planning Manager shall notify the appropriate Appeal Authority of the notice of appeal within seven (7) working days.

B. Fee: The filing of an appeal shall be accompanied by a fee established by the City Council, which amount shall be used to defray the cost of administering the appeal, including, but not limited to, costs of mailing and publishing notice.

C. Hearing To Be Scheduled; Notice: When a notice of appeal is filed, the Appeal Authority of the adverse order, requirement, decision or determination shall schedule a meeting for a hearing within fifteen (15) working days, unless such time is extended for good cause or stipulation of the parties. Notice of the time, place, and subject matter of the meeting shall be given to the person making the appeal, the Land Use Authority or official who issued the adverse order, requirement, decision or determination, and all parties in interest, including adjoining property owners within a five-hundred-foot (500') radius of the property affected by the request for variance or appeal. The Appeal Authority may require such written briefs or memorandum of the parties, as the Appeal Authority deems advisable. At the hearing, the appellant shall appear in person or by agent or attorney.

D. Stay Of Proceedings: The filing of a notice of appeal stays all proceedings in furtherance of the action appealed from, unless the City official, from whom the appeal is taken, after receiving notice of appeal, certifies in writing with specificity to the Appeal Authority the reasons why a stay would cause imminent peril to life or property. In such cases, the Appeal Authority may lift the stay, upon notice to the parties, with the opportunity to respond.

E. Burden Of Proof: At all times, the appellant has the burden of proving that the Land Use Authority's decision was in error.

F. Standard Of Review: The Appeal Authority shall review the matter de novo, without deference to the land use authority's determination of factual matters. The Appeal Authority shall determine the correctness of a decision of the Land Use Authority in its interpretation and application of a land use ordinance. Only those decisions in which a Land Use Authority has applied a land use ordinance to a particular application, person, or parcel may be appealed to the Appeal Authority.

G. Final Decision: The Appeal Authority will issue a decision in writing within fifteen (15) working days of the hearing, which constitutes a final decision under Utah Code Annotated 10-9a-801(1) and a final action under Utah Code Annotated subsection 10-9a-801(4).

H. Judicial Review Of Appeal Authority's Decision: No land use decision may be appealed directly to the district court. Before petitioning for district court review, a person must exhaust all remedies by appealing to the Appeal Authority in accordance with this section and receive a final decision issued by the appeal authority. The City, the applicant, and any person adversely affected by a final decision of the Appeal Authority may petition the District Court for review of the decision as permitted by law. Such a petition is barred unless filed within thirty (30) days after the Appeal Authority's decision is final.

I. Action Of Variance Withdrawal, No Refund: Unless otherwise specified by the Appeal Authority, any order or decision of the Appeal Authority authorizing a variance shall expire if the applicant fails to obtain a building permit within one year from the date of the decision. Any applicant may voluntarily withdraw the appeal or variance request at any time prior to a decision of the Appeal Authority. No person shall be entitled to a refund of costs for any reason whatsoever.

17.16.070: ADMINISTRATIVE HEARING OFFICER:

A. Appointment: The appeal of an administrative decision shall be conducted by an Administrative Hearing Officer, who must be appointed by the Mayor with the advice and consent of the City Council. The administrative hearing officer shall be an independent contractor. The Administrative Hearing Officer will be selected without respect to political affiliation, race, age, gender, or religion. The city may appoint multiple Administrative Hearing Officer's as needed.

B. Qualifications: The Administrative Hearing Officer must be a current or former professional in law, land use, or public administration and shall have the knowledge, training, and experience necessary to conduct administrative hearings regarding variances and appeals, as determined by the Mayor and City Council. The Administrative Hearing Officer cannot be a member of the City Council, a member of the Planning Commission, City staff, or any other elected or appointed City official.

C. Conflict of Interest: An administrative hearing officer must not participate in any appeal where the administrative hearing officer has a conflict of interest.

D. Compensation: The Administrative Hearing Officer is an appointed official. Terms for compensation and reimbursement will be set by written contract with the Administrative Hearing Officer. To be valid, the written contract required by this section must be approved and adopted by the City Council.

**17.16.080: UNAUTHORIZED COMMUNICATIONS PROHIBITED WITH APPEAL
AUTHORITY:**

It is a class C misdemeanor for any individual, including the party bringing an appeal or requesting a variance, to discuss substantive matters pertaining to a pending appeal or variance with the Administrative Hearing Officer in an effort to influence his or her decision on the matter, other than as part of an appeal hearing that is set for the purpose of considering the appeal or variance. It is also a class C misdemeanor for the Administrative Hearing Officer to discuss with an appellant or any other individual any substantive matters pertaining to a pending appeal or variance, other than as part of an appeal hearing that is set for the purpose of considering the appeal or variance. It is not a violation of this section to speak with the Appeal Authority about general or procedural matters not related to the substance of the appeal, which include but are not limited to the date, time, or place of the hearing.

(End of exhibit)

Mayor

Rick Rosenberg

City Manager

Brock Jacobsen



City Council

Denny Drake

Leina Mathis

Ben Shakespeare

Jarett Waite

Christa Hinton

CITY COUNCIL

Meeting Date: May 11, 2022

Agenda Item: 3

Applicant: Santa Clara City

Requested by: Brock Jacobsen

Subject: Approval of Ordinance 2022-07 Adding Federal Holiday to Employee Benefits

Description:

Juneteenth is a Federal Holiday commemorating the end of slavery in the United States. President Biden officially made Juneteenth a National Independence Day in 2021. Staff would like to add the Juneteenth Holiday to the Holiday list and update the Personnel Policy and Procedures Manual.

Recommendation: Approval

Attachments:

Cost: 0

Legal Approval: Yes

Finance Approval: Yes

Budget Approval: Yes

CITY OF SANTA CLARA, UTAH
ORDINANCE NO. 2022-07

AN ORDINANCE TO AMEND THE SANTA CLARA CITY PERSONNEL AND PROCEDURES MANUAL AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is important to update the City's Personnel Policies and Procedures Manual from time to time to remain relevant and reflective of the ever-changing state laws and policies and procedures of the City; and

WHEREAS, on June 17, 2021, President Biden officially made Juneteenth a National Independence Day; and

WHEREAS, Juneteenth is a US Federal holiday commemorating the end of slavery in the United States; and

WHEREAS, staff would like to amend the Personnel Policies and Procedures Manual to add the New Juneteenth Holiday to the Holiday Leave list; and

WHEREAS, staff recommends approval of the proposed change; and

WHEREAS, the legislative body of the City of Santa Clara reviewed the recommendation of staff and acted on the proposed amendment to the Personnel Policies and Procedures Manual.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of Santa Clara, Utah, that the Santa Clara Personnel Policies and Procedures Manual be amended to reflect the Juneteenth Federal Holiday and will be observed yearly on June 19th.

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 11th day of May 2022.

IN WITNESS, THERETO:

RICK ROSENBERG, Mayor

ATTEST:

CHRIS SHELLEY, City Recorder

Mayor
Rick Rosenberg

City Manager
Brock Jacobsen



City Council
Denny Drake
Leina Mathis
Ben Shakespeare
Jarett Waite
Christa Hinton

CITY COUNCIL

Meeting Date: May 11, 2022

Agenda Item: 4

Applicant: Utopia/Santa Clara City

Requested by: Matt Ence

Subject: Interlocal Cooperation Agreement

Description: with Utopia

City Council approval is needed for an Interlocal Cooperation Agreement with Utopia. Matt Ence, legal counsel, will be prepared to discuss this item with the Council prior to a vote. On April 27, 2022, the Council approved two (2) Easement Agreements for the fire station and Gubler Park site locations.

Recommendation: Approval

Attachments:

Cost: N/A

Legal Approval: Yes

Finance Approval: N/A

Budget Approval: N/A

INTERLOCAL COOPERATION AGREEMENT
BETWEEN Santa Clara City AND UTOPIA

THIS AGREEMENT, made and entered into this ____ day of May, 2021, by and between Santa Clara City, a municipality and political subdivision of the State of Utah, hereinafter called "City," and Utah Telecommunication Open Infrastructure Agency, an interlocal entity of the State of Utah created pursuant to the Interlocal Cooperation Act, Utah Code Section 11-13-101 et seq., hereinafter called "UTOPIA." City and UTOPIA are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, UTOPIA desires to obtain from City, a license to lay, maintain, operate, repair, inspect, protect, install, remove, and replace fiber optic cable, and other transmission and distribution structures and facilities (the "Facilities"), within the public highways, streets, roads, and rights-of-way which are within the jurisdiction and responsibility of City, together with the right of ingress and egress for UTOPIA, its officers, employees, agents, and contractors to enter upon said public rights-of-way with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said Facilities; and

WHEREAS, City is willing to grant said license under the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties are authorized to enter into an Interlocal Cooperation Agreement pursuant to the Interlocal Cooperation Act, Utah Code Section 11-13-101 et seq. and wish to enter into an Interlocal Cooperation Agreement reflecting the arrangement described above.

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, the parties hereby agree as follows:

1. Grant of License. The City hereby grants, conveys and sets over unto UTOPIA, a non-exclusive license to lay, maintain, operate, repair, inspect, protect, install, remove and replace the Facilities over and through the public highways, streets, roads, and public rights-of-way (collectively, the "Streets"), which are within the jurisdiction and responsibility of City, together with the right of ingress and egress for UTOPIA, its officers, employees, agents, contractors and assigns to enter upon said Streets with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace the Facilities. This non-exclusive license will expire upon termination of this agreement (the "Agreement.")

2. Term. The Parties agree that either Party may terminate this Agreement for cause upon 90 days prior written notice, or at any other time mutually agreed to by the Parties. Unless terminated pursuant to the provisions of this paragraph, the initial term of this Agreement will expire fifteen years from its effective date, and will automatically renew for an additional one year term on each Anniversary. In no event will this Agreement run for more than fifty years.

3. Construction and Location. UTOPIA may install Facilities at those locations within the Streets as shall be determined in accordance with plans, specifications and maps prepared, or caused to be prepared, by UTOPIA. Prior to performing any work in the Streets for initial Facilities installation or otherwise, UTOPIA shall apply for an encroachment/excavation permit, or other applicable City permit. City shall review and may improve the submitted plan prior to permit issuance. Upon compliance with this Agreement and all applicable permit requirements, including but not limited to a traffic management plan, surface and landscaping restoration plan, and work schedule, City shall issue a permit to UTOPIA's contractor, allowing said contractor to proceed with the work in accordance with the terms of this Agreement and the permit. As-built drawings shall be submitted to the City within thirty days of the completion of construction. All applicable regulations and permits of City shall be fully complied with by UTOPIA and its contractor(s).

4. Protection of Traffic During Construction. UTOPIA shall require its contractor to conduct its construction operation so that there shall be a minimum of interference or interruption to City with respect to the handling of traffic. UTOPIA's contractor shall at all times require such watchmen, barricades, lights or other reasonable measures for the protection of traffic as may be reasonably required to warn and safeguard the public against injury or damage during construction, maintenance, repair or replacement of the Facilities and shall hold City harmless from any and all liabilities arising from UTOPIA's negligence or intentional wrongdoing during any construction commenced under the terms of this easement.

5. Compaction of Backfill. The backfilling of any trench within the paved portion of the street, the shoulders thereof, within park strips, under sidewalk or curb and gutter, or the portion under or intersecting the street, shall be thoroughly compacted in accordance with all applicable standards and regulations, including City's construction standards. The method of compaction shall be subject to review by City at the time the permit application is reviewed. UTOPIA shall require its contractors to comply with City's construction standards and permit requirements.

6. Restoration of Existing Pavement. UTOPIA shall require its contractor to replace any hard surface removed or damaged with the same type and depth of hard surface as that which is adjoining, including the gravel base material. All disturbed surfaces shall be restored to the standards established by City. In the event weather conditions do not permit immediate replacement of permanent hard surface, a temporary surface shall be placed until such time as weather conditions are favorable, at which time the temporary surface shall be removed and replaced with a permanent road surface. If the gravel surface, gravel shoulder, or gravel surface approach to City roads become fouled with clay or other unsuitable material, such surfacing shall be removed and replaced with new gravel surfacing material. The repairs to hard surface shall include hard surfaces which are damaged by construction equipment used in constructing, maintaining, or repairing the Facilities. In all cases UTOPIA hereby agrees to cause its contractor to restore those portions of the street through which the work actually traverses, to as near its original condition as is reasonably possible.

7. Disposal of Surface Material in Cleaning Up Street. Upon completion of the work, UTOPIA shall assure that all surplus material shall be removed from within the limits of the Streets and properly disposed of by the contractor. The disturbed surface shall be carefully graded to the lines and grades established. UTOPIA shall immediately notify the City in the event that any highway facility such as signs and culverts are disturbed or damaged during the process of the

work and shall promptly restore or replace the same to as near their original condition as is reasonably possible. No material shall be left on private property adjacent to the Streets.

8. Maintenance of Facilities by UTOPIA. The Facilities and their attached appurtenances shall at all times be maintained, repaired and operated by and at the expense of UTOPIA.

9. Reconstruction of Street. In the event that any Street, or portion thereof is so reconstructed at any future date as to location, grade or width, so as to require the adjustments or relocation of manholes or other Facilities, UTOPIA shall assume and pay all costs incident to the adjustment or relocation of such manholes or other Facilities in accordance with paragraph 14.

10. Crossing of Facilities and Expansion of Street System. It is expressly understood and agreed by the Parties that as part of the consideration for this Agreement, that City shall have the right to cross the Facilities at any point deemed necessary in the future construction and expansion of City's street system, provided that City shall use due care and diligence in the protection of the Facilities in making such crossings. City shall provide a minimum 96 hour notice of anticipated work unless an emergency necessitates immediate work take place. UTOPIA will mark and identify its Facilities in or adjacent to the zone of the City's work within 2 days prior to City work.

~~10-11.~~ Franchise Required for Service Providers. It is anticipated that the UTOPIA Facilities shall be utilized by service providers to provide telecommunications services to end users throughout the City. Each service provider shall be required to obtain from the City a franchise for use of the City public highways, streets, roads, and rights-of-way which are occupied by the Facilities, which franchise shall in each case be memorialized by a franchise agreement between City and the individual service provider. Each such franchise agreement shall require the service provider to pay the City franchise fees comparable to the franchise fees required of other telecommunications service providers in the City. The City shall not unreasonably withhold a franchise from any service provider to which UTOPIA provides rights to use the Facilities, provided the service provider meets its obligations under its franchise agreement with the City.

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~~11-12.~~ Indemnification. Both parties are governmental entities under the Utah Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code, 1953, as amended. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own negligent acts which it commits or which are committed by its agents, officials, or employees. UTOPIA agrees to defend and indemnify City against any and all claims of third-parties against City, which arise from UTOPIA's exercise of any of its rights under this Agreement, except in the case of City's sole negligence. Neither party waives any defenses otherwise available under the Governmental Immunity Act. This Agreement shall in no manner constitute an admission of any liability as to any third party or give any third party any greater or further right or cause of action. It is hereby expressly understood and agreed that neither City nor UTOPIA is hereby acknowledging any liability for any act of negligence, whether of omission or commission, of their respective agents, servants, contractors or employees. UTOPIA shall procure and maintain in force at its sole expense during the term of this Agreement property damage and public liability insurance providing liability coverage for UTOPIA's actions in relation to this interlocal agreement and shall provide certificates of insurance to City upon request, which certificates shall

name the City as an additional insured. Such insurance shall provide for such coverages, protections, insurable amounts, etc., as deemed advisable by the Parties and available through Utah Local Governments Trust, or any other insurance provider utilized by City or UTOPIA, and which would be standard and reasonable for the uses contemplated hereunder.

~~12.13.~~ Agreement Not to be Assigned. Neither party shall assign this Agreement nor any interest hereunder without first obtaining the written consent of the other party.

~~13.14.~~ Successors and Assigns. All covenants and agreements herein contained shall be binding upon the parties hereto, and their respective successors in interest and assigns.

~~14.15.~~ Subject To Relocation. This license is subject to the right of City at all times as City deems necessary to construct roads, sidewalks or to carry out any other City purpose over the areas covered by this license, and when UTOPIA's Facilities and appurtenances or any of them materially interfere with any City purpose, UTOPIA will remove, adjust and/or relocate such Facilities and appurtenances within a reasonable time after written notice to do so by City and at the expense of UTOPIA.

~~15.16.~~ Notices. Any notice required or desired to be given pursuant to this Agreement shall be in writing and shall be delivered personally or mailed, return receipt requested postage prepaid, to the parties as follows:

To UTOPIA: General Counsel
5858 South 900 East
Murray, UT 84121

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

Copy to: Snow Jensen & Reece, PC
Attn: Matthew J. Ence
912 West 1600 South, Ste. B200
St. George, UT 84770

The City and UTOPIA may change their addresses by providing written notice, as required under this provision.

~~16.17.~~ Contract Integration. This Agreement embodies the entire agreement between the Parties and shall not be altered, enlarged or modified except in writing signed by both Parties. The benefits and protection provided by this Agreement shall not inure to the benefit of third-parties.

~~17-18.~~ Governing Law. This Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

~~18-19.~~ Venue. Venue for any dispute related to this Agreement shall lie exclusively in the Third Judicial District, Salt Lake County, State of Utah.

~~19-20.~~ No Separate Legal Entity Created; Interpretative Joint Board. No Separate legal entity is created by this Agreement; however, to the extent that any administration of this Agreement becomes necessary, then the City Mayor and the UTOPIA Executive Director, or their designees, shall constitute a Joint Board for such purpose. Each of the Parties shall bear its own costs associated with the Joint Board.

~~20-21.~~ Manner of Acquiring, Holding and Disposing of Property. No real property will be acquired pursuant to the terms of this Agreement.

~~21-22.~~ Review by Legal Counsel. Each of the Parties hereby certifies that, pursuant to the requirements of Section 11-13-202.5, Utah Code (1953 as amended), it has submitted this agreement to an attorney authorized to represent it for review as to proper form and compliance with applicable law.

~~22-23.~~ Filing of Interlocal Agreement. Executed copies of this Interlocal Cooperation Agreement shall be placed on file with the official keeper of records of each of the Parties within twenty-four hours of its execution and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective, duly authorized representatives as of the day and year first hereinabove written.

CITY

By: _____
Mayor

ATTEST:

City Recorder

UTOPIA

Roger Timmerman, Executive Director

Mayor
Rick Rosenberg

City Manager
Brock Jacobsen



City Council
Denny Drake
Leina Mathis
Ben Shakespeare
Jarett Waite
Christa Hinton

CITY COUNCIL

Meeting Date: May 11, 2022

Agenda Item: 5

Applicant: Santa Clara City

Requested by: Brock Jacobsen

Subject: Lease agreement with Southern Utah

Description: Dog Sports

The parcel of land behind the old city office has been leased to Southern Utah Dog Sports for many years. The lease has ended and we are proposing a new lease with Southern Utah Dog Sports. The lease is for 1 year with an automatic renewal each year on June 1st. The lease amount is \$10.00 due annually prior to June 1st. The lease may be terminated at anytime with 30 days written notice by either party.

Recommendation: Approval

Cost: 0.00

Legal Approval: Yes

Finance Approval: Yes

Budget Approval: Yes

Attachments:

https://sccity.org/wp-content/uploads/formidable/41/SCC.3.Dog-Park-Lease.rev_.050422.739501.vc_mje_.doc,
<https://sccity.org/wp-content/uploads/formidable/41/Exhibit-A-needs-cover-page5.pdf>



LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made this ____ day of May, 2022, by and between the City of Santa Clara (herein called "Landlord"), and Southern Utah Dog Sports (herein called "Tenant"). Landlord hereby agrees to lease to Tenant the real property located in the city of Santa Clara, State of Utah, more fully described below, on the following terms and conditions:

1. PROPERTY

Landlord hereby agrees to lease the following described property (hereinafter referred to as "Property") to Tenant:

An area of approximately 0.39 acres and identified as Parcel No. SC-102-A-1.

The approximate location of the Property is indicated on the map attached as "Exhibit A" to this Lease.

2. TERM

The term of this lease shall be for a period of one (1) year beginning on the 1st day of June, 2022, and ending at midnight on May 31, 2023. This Lease will be automatically renewed on an annual basis for the same annual rent. However, this Lease may also be terminated at any time with thirty (30) days' written notice by either party.

3. RENT

Tenant agrees to pay Landlord as rent the sum of Ten Dollars (\$10.00) per year, due and payable annually in advance on the 1st day of June each year during the term of this Lease. The first year's rent of \$10 is due and payable to Landlord upon execution of this agreement. No security deposit will be required.

4. PAYMENT OF RENT

Each rental payment shall be made in cash or by check, payable to the Landlord as follows, by delivering to Landlord's (or Landlord's agent's) address at:

City of Santa Clara
2603 Santa Clara Drive
Santa Clara, UT 84765
Telephone Number: (435) 673-6712

5. ADDITIONAL RENT

All taxes, charges, costs, and expenses that Tenant assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the failure of Tenant to

pay those items, and all other damages, costs, expenses, attorney's fees and other sums that Landlord may suffer or incur, or that may become due, by reason of any default of Tenant or failure by Tenant to comply with the terms and conditions of this lease, shall be deemed to be additional rent, and, in the event of nonpayment, Landlord shall have all the rights and remedies against Tenant as may be provided by applicable law for failure to pay rent.

6. ABANDONMENT

If Tenant leaves the Property unoccupied for thirty (30) days, without paying rent in advance for that year, or while owing any back rent from previous years, which has remained unpaid, then Landlord shall have the right, without notice to Tenant, to take immediate possession of the Property and to bar the Tenant from returning. Landlord will also have the right to remove any property that the Tenant has left behind and store it temporarily at Tenant's expense.

7. USE

Tenant agrees to use the Property only as a dog agility park to promote the non-profit organization's purposes. The Property shall not be used for any illegal or dangerous purposes. No new permanent structures shall be erected upon the Property without the express written permission of Landlord. No dumping of any trash, refuse, waste, or other materials, including but not limited to any hazardous materials, shall be permitted upon the Property. Tenant agrees to maintain the Property in a safe, careful, reputable, and lawful manner.

Tenant shall not commit any waste in or about the Property, and Tenant shall keep the Property in a neat, clean, attractive, and orderly condition, free of any nuisances. Tenant agrees to conduct all shows, training programs, and other events during daylight hours and furnish the City with a program schedule upon request.

Tenant agrees to maintain the improvements made on the lot including the fence, sod, and irrigation system; and the grounds, which shall include mowing, litter control, animal waste pick-up, and to comply with all other City ordinances and state laws. The Property shall at all times during the term of this Lease be maintained free of weeds and other noxious plants.

No rights of storage are given under this Lease. No storage of Tenant's personal property, including but not limited to vehicles or equipment, whether operable or inoperable, will be allowed upon the Property.

8. EXCLUSIVITY OF USE

Tenant shall use the Property solely for the Permitted Use described in Section 7 and there shall not be any change to this Use without the prior written consent of Landlord. Tenant shall use the property for its own use, which cannot be assigned or transferred without the consent of Landlord. Tenant agrees not to host non-club, non-related to the non-profit, or other third-party events, or to invite non-club members to club events, or otherwise open the Property to public accommodation.

9. PARKING

Tenant shall restrict parking to areas upon the premises during normal work hours and shall direct all clients, employees, members, agents, representatives, and/or persons using the Property under the permitted use identified in Section 7 shall be directed by Tenant to access the Property from Vineyard Drive. Tenant acknowledges that the old city office property (the property adjacent to the Property opposite Vineyard Drive), is not part of the leased premises and is for the exclusive use of the tenant of that property during business hours.

10. NON-ASSIGNMENT OF LEASE

Tenant agrees not to assign this Lease, nor to sublet any part of the Property, without first receiving written permission from the Landlord, which permission may be withheld in Landlord's sole discretion.

11. NOTICE OF INTENT TO MOVE

Tenant agrees to give Landlord written notice of intent to terminate its occupancy at least thirty (30) days prior to the end of any annual period.

12. NOTICE

Any notice required or permitted to be given by either party to the other shall be deemed sufficient if sent by registered or certified mail, postage prepaid, addressed by the party giving notice to the other party at the last address furnished by the other party to the party giving notice:

If to the Landlord, at:

City of Santa Clara
c/o City Manager
2603 Santa Clara Drive
Santa Clara, UT 84765

If to the Tenant, at:

Southern Utah Dog Sports
Attn: Trudy Wooden
6th South 1210 West
St. George, Utah 84770
(435) 674-2119

13. TENANT COOPERATION

Tenant agrees to cooperate with Landlord, or Landlord's agents, in showing Property to prospective tenants or purchasers, prior to termination of occupancy.

14. TENANT INSURANCE

Landlord will not be liable for any loss of Tenant's property. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against Landlord, its agents, or employees. Tenant also acknowledges that Landlord is not responsible for any injury or damage that may occur on the Property.

Tenant agrees to obtain insurance for its own property and for potential liabilities at Tenant's expense, sufficient to protect himself and his property from fire, theft, breakage, and other standard covered losses, as well as potential liability to third parties for injury or property damage. Tenant acknowledges that if it fails to procure such insurance, it is its sole responsibility, and Tenant alone shall bear the consequences, including in relation to the indemnifications of Landlord set forth in this lease.

15. PROOF OF LIABILITY INSURANCE

Tenant shall, upon request, provide Landlord proof of insurance wherein the City of Santa Clara is named and protected against any liability resulting from actions of Tenant.

16. ACCESS TO PROPERTY

Landlord shall have the right to access the Property at any time without notice to Tenant, provided that Landlord does not unreasonably interfere with Tenant's use of the Property. Tenant shall not block or otherwise restrict access to the Property without Landlord's permission.

17. CONDITION OF PROPERTY

Tenant hereby acknowledges that the Property is in good and acceptable condition. If there is anything about the condition of the Property that is unsatisfactory to the Tenant, it agrees to report any unsatisfactory conditions to the Landlord within three (3) days of the date of this lease.

18. UTILITIES

Tenant will be responsible for payment of all utilities, including but not limited to water, utilized during its tenancy, including the costs of infrastructure to deliver such utilities to the Property. Tenants specifically authorize Landlord to add the amounts of any unpaid utility bills to the Rent in the event they remain unpaid after termination of this Agreement.

19. WAIVER

All rights given to Landlord by this Lease shall be cumulative in addition to any laws which exist or might come into being. Any exercise of any rights by Landlord or failure to exercise any rights shall not act as a waiver of those or any other rights. No statement or promise by Landlord, its agents or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this Lease.

20. LEASE BINDING

Tenant affirms that the signer for Tenant below has the legal right to sign for Tenant and to bind it to abide by this contract.

21. GOVERNING LAW

This Lease shall be governed, interpreted and construed in accordance with Utah law.

22. ENTIRE AGREEMENT

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind prior to or after the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement by written amendment executed by the parties.

23. ATTORNEYS' FEES AND COSTS

Tenant agrees to pay and discharge all costs, attorney's fees, and expenses that shall arise from enforcing the covenants of this Lease by Landlord.

24. INDEMNITY

Tenant shall hold Landlord harmless and indemnify Landlord against all expenses, liabilities and claims by or on behalf of any person or entity, including reasonable attorney's fees, arising out of either (1) a failure by Tenant to perform any of the terms or conditions of this Lease, (2) any injury or damage to person or property, happening on or about the demised Property, (3) a failure to comply with any law of any governmental authority, or (4) any mechanics' lien or security interest filed against the Property, to the extent said mechanics' lien or security interest did arise as a result of action by Tenant. Nothing contained in this section shall, however, detract from Landlord's rights to protection under any liability insurance policy to be paid for by Tenant as specified herein.

WITNESS THE HANDS OF THE PARTIES this _____ day of May, 2022.

LANDLORD:
CITY OF SANTA CLARA

TENANT:
SOUTHERN UTAH DOG SPORTS

Mayor Rick Rosenberg

Trudy Wooden, President

ATTEST:

Chris Shelley, City Recorder

EXHIBIT A
To Lease

Depiction of Premises

(See following page)

Mayor
Rick Rosenberg

City Manager
Brock Jacobsen



City Council
Denny Drake
Leina Mathis
Ben Shakespeare
Jarett Waite
Christa Hinton

CITY COUNCIL

Meeting Date: May 11, 2022

Agenda Item: 6

Applicant: Santa Clara City

Requested by: Brock Jacobsen

Subject: Santa Clara Justice

Description: Court

Mr. Peters from the Office of the Courts presented to council on April 27th regarding the options the City has moving forward with the retirement of Judge Armstrong. The three options he discussed are

1. Dissolve the court. If the court is dissolved there is very little chance the City will ever be able to have a justice court in the future.

2. Enter into an interlocal agreement with Washington County Justice Court. We would not dissolve the court so we would be able to restart the Justice after terminating the interlocal agreement.

3. Replace Judge Armstrong with a new judge.

Judge Armstrong is set to retire on December 31, 2022, so a new judge will need to be hired prior to his retirement. Mr. Peters stated the process of hiring a new judge can take several months and if the direction selected was to keep the court it is best to get the process started as soon as possible.

Recommendation: Discussion

Cost: 0.00

Legal Approval: N/A

Finance Approval: N/A

Budget Approval: N/A

Attachments:

<https://sccity.org/wp-content/uploads/formidable/41/Apr-27-2022-Court-discussion-minutes-1.pdf>

1. Justice Court Discussion. James Peters, AOC - Justice Court Administrator.
Presented by Scott Bannon, Assistant City Manager.

- Scott Bannon asked if Judge Armstrong could take a moment to introduce James Peters who is with the State Court.

- Ken Armstrong, Judge, Santa Clara Justice Court, said that a few months ago he spoke to the Council and told them he was going to retire in December. He said that Jim Peters is the administrator to all the Justice Courts. He wants to fill the Council in on what options there are as far as the Justice Court and what needs to be done when he leaves.

- James Peters said where the City is coming up with a vacancy he felt it would be helpful if he would spend a few minutes with Council and answer any questions Council might have about the process moving forward and the options there are. He said that judges are elected officials. He said it is not a requirement that Santa Clara have a Justice Court so one of the options is to dissolve the Justice Court. He said that oftentimes smaller communities recognize that the majority of their defendants aren't local residents anyway so whether they keep the Court or dissolve the Court isn't necessarily tied to whether it's providing a service to the local residents or not. So, in dissolving the Court, any cases that originated in Santa Clara would end up in the Washington County Justice Court in St. George and those cases would be handled that way. If the Justice Court is dissolved, in all likelihood you would never get it back. There is a statute on the books that talks about creating a Justice Court, which you would have to do, if you wanted to get it back after dissolving it and the threshold requirement for getting a Justice Court in the first place is demonstrating that there is a need and you could maybe do that with a Judicial Council but you would be hard-pressed to demonstrate a need when there is one over in St. George. He said that one way to not operate a Justice Court but not foreclose the possibility of getting one back in the future would be to enter into an interlocal agreement. Washington County Justice Court has interlocals with St. George and several other communities around here. This would be where the City contracted with Washington County to operate the Justice Court and how the revenues and expenses are split that is negotiable between the City and Washington County. The difference between doing it that way and dissolving the Court would be that if the City ever wanted the Court back then you would terminate the interlocal agreement by its term and you would demonstrate to the Council that you were up and ready to go and get its blessing to hire a judge and you would be off and running again. The other option would be to simply replace Judge Armstrong and continue with your Justice Court. He said the process in replacing the Justice Court Judge takes several months and where Judge Armstrong is off the bench in December it wouldn't be any too soon to get started with that right now. He said the process for hiring a Justice Court Judge starts with the administrative office of the Court. He said they would put out a press release stating there is a vacancy in Santa Clara stating the requirements of serving as a Justice Court Judge and the amount it would pay. There has been a law passed that requires that a Justice Court Judge in a class of this size, this County, have a law degree. They have to be 25-years-old, a resident

of this County or an adjoining County and there is a couple of other requirements. They would put out that announcement and they would partner with the City to spread the word. He said it is amazing how few applications they can get in a County this size. He said if they don't get at least 9 applications on the first round, they then have to open it up again or extend it. He said that if the City wants to have a Judge on the bench in January, it is time to get started. He said that applications come into the administrative office. He said they will work with the City's HR to make sure everything has been sent up to the administrative office. He said they read the applications to make sure they meet the minimum qualifications and while that is all happening, they are putting together a nominating commission and that commission consists of five people; two of them come from Santa Clara, one of them comes from the local Bar Association, one of them comes from the local Mayors Association and the County will appoint someone as well. That Nominating Commission could come together fairly quickly but even then, it is always a challenge to get those five people committed to a schedule where they can get together the first time and they go through all the applications that have been coming in and they decide who they want to interview and then they get together a second time and conduct those interviews. They come up with a slate of three to five nominees that they then pass on to the Mayor. Mayor Rosenberg makes his selection and then presents it to this Council for your ratification. The Nominating Commission takes a month or two to do its thing after there has been a month or two to advertise the position and then he has 30 days to make his pick, because he will want to interview people and do background checks and there is 30 days to do that so by the time you add it all together that is 6 to 8 months into the process. If the judge that you ultimately select is already a judge somewhere else that person doesn't need to go through an orientation that is held in Salt Lake City. If they haven't been a judge anywhere else then there is an orientation they would need to go through in January and then their name would be taken to the Judicial Council for approval. As soon as they are approved, they could take the oath of office and take the bench. He said even as carefully as this is orchestrated there could be a gap between Judge Armstrong and the next judge of about 3 weeks. We would just work with the other judges in the area to cover.

- Mayor Rosenberg asked to start the process do we just contact him (James Peters).

- James Peters said yes. He said he is not the person who actually staffs that Nominating Commission. He said he will put the announcement together and make sure it meets with the Mayor's approval before it is release to the press. He said it wouldn't hurt to do that sooner than later because once we run into the holidays it is hard to get much done. He said he will make sure the Mayor and Council has his contact information.

- Leina Mathis asked if the orientation is only done in January.

- James Peters said no that it is typically done in April and August also. He said they have been rescheduled before to accommodate. He said this process would be difficult to get done by August. He said he could talk about this with the Council.

- James Peters said there are different motivations to have a Justice Court. He said they should think about if this is one of the services that they want to provide to their community. If so, it is good to delve into the numbers and see who you are actually serving. He said that whatever the cost there are communities that want to provide the Court.