

**ST. GEORGE CITY COUNCIL MINUTES  
REGULAR MEETING  
APRIL 17, 2014, 5:00 P.M.  
CITY COUNCIL CHAMBERS**

**PRESENT:**

**Mayor Jon Pike  
Councilmember Gil Almquist  
Councilmember Jimmie Hughes  
Councilmember Michele Randall  
Councilmember Bowcutt  
City Manager Gary Esplin  
City Attorney Shawn Guzman  
City Recorder Christina Fernandez**

**EXCUSED:**

**Councilmember Bette Arial**

**OPENING:**

Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Councilmember Bowcutt the invocation was offered by Reverend Jimi Kestin.

Councilmember Randall read a proclamation proclaiming the 3<sup>rd</sup> Saturday of May as "Armed Forces Day".

Councilmember Almquist read a proclamation proclaiming April 26, 2014 as "Arbor Day".

Councilmember Hughes read a proclamation proclaiming today, April 17, 2014 as "Heads Up, Thumbs Up Day".

Alisha Pullman-Burton, Chair of the Arts Commission, stated they are here to present Excellence in the Arts awards to Daniel D. McArthur and Gail Bunker.

Deborah Reeder introduced Gail Bunker and presented a powerpoint presentation outlining Ms. Bunker's achievements in the arts.

Gregg McArthur presented a powerpoint presentation outlining Daniel McArthur's life and achievement in the arts. He read a statement from the Arts Commission detailing why they chose Dan McArthur to receive this award.

Dan McArthur thanked the Mayor and City Council, recited a poem and sang a song.

Mayor Pike and Councilmembers presented the awards to Gail Bunker and Dan McArthur.

Leisure Services Director Kent Perkins mentioned that the Arts Festival will take place this weekend.

**PUBLIC HEARING/AMEND CITY ZONING REGULATIONS/ORDINANCE:**

**Public hearing to consider an amendment to the City Zoning Regulations, Title 10, Section 7B-2 to allow the keeping of chickens (hens only) and rabbits as an accessory use to a single family dwelling to produce food for the family residing on the property.**

Bob Nicholson stated that the request is to amend the City Zoning Regulations to allow the keeping of chickens (hens only) and rabbits as an accessory use to a single family dwelling to produce food for the family residing on the property. In 2010, the council adopted an ordinance which allowed chicken (hens only) on lots in the R-1 and RCC zones that are greater than 10,000 square feet in area. This amendment removes the 10,000 square feet provision .

Mayor Pike opened the public hearing. There being no public comment, he closed the public hearing.

**MOTION:** A motion was made by Councilmember Bowcutt to allow the keeping of chickens (hens only) and rabbits on a single family dwelling above 6,000 square feet.

**SECOND:** The motion was seconded by Councilmember Hughes.

**VOTE:** Mayor Pike called for a roll call vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

**PUBLIC HEARING/ZONE CHANGE/ORDINANCE:**

**Public hearing to consider a request for a zone change from R-1-10 to C-2 on 1.86 acres located at approximately 650 South 1000 East. Don Wieser, applicant.**

Bob Nicholson presented the request for a zone change from R-1-10 to C-2 on 1.86 acres located at approximately 650 South 1000 East. No opposition has been expressed and the proposed use meets the intent of the General Plan. The Planning Commission recommends approval of the zone change. The applicant proposes to construct a 20,000 sq. foot medical dialysis center on the property.

Councilmember Almquist inquired about a small piece of land that is between the Gardner property to the north, and the property to the south.

City Manager Gary Esplin stated that believes that is a dedicated, yet unimproved right-of-way.

Alan Laulainen, who represents the applicant, stated that area has been cleaned up and is part of the 1.86 acres.

Mayor Pike opened the public hearing.

Lisa George, resident, stated she is curious to know how this type of medical office will affect the traffic in the area.

Mr. Laulainen stated that this type of facility typically has less traffic than a normal medical office. There will be two driveways to access the building.

Mayor Pike closed the public hearing.

Councilmember Hughes stated that the traffic concern is a valid point.

Councilmember Almquist commented that traffic may be less with the proposed zone change than if the parcel was left zoned R-1-10.

**MOTION:** A motion was made by Councilmember Hughes to approve the zone change from R-1-10 to C-2 on 1.86 acres located at approximately 650 South and 1000 East.

**SECOND:** The motion was seconded by Councilmember Almquist.

**VOTE:** Mayor Pike called for a roll call vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

**PUBLIC HEARING/ZONE CHANGE/ORDINANCE:**

**Public hearing to consider a request for a zone change from RE-20 to R-1-10 on approximately 2.306 acres located at the intersection of Crimson Ridge Drive and Little Valley Road. S&S Homes, applicant.**

Craig Harvey presented the zone change request from RE-20 to R-1-10 on approximately 2.306 acres located at the intersection of Crimson Ridge Drive and Little Valley Road. He stated that the original property owner came in for a zone change on 4.4 acres. The main issue with this request is the 200 foot buffer in the General Plan for this property on the area adjacent to Little Valley Road. Therefore, to be consistent with the General Plan and also with zoning changed recently approved for the "Villages at Little Valley" subdivision, the Planning Commission recommends that an area 200 feet deep along Little Valley Road remain RE-20. Density on this project is 3.03 dwelling units per acre on the 2.306 acres; however, on the entire project the density is 2.2 dwelling units per acre.

Mayor Pike opened the public hearing. There being no public comment, he closed the public hearing.

Councilmember Hughes commented that there will not be a buffer zone on the south side of the property.

Councilmember Almquist inquired if there is an existing wall on the east side of the property and if the intersection at Crimson Ridge Drive and Little Valley Road has sidewalks. Residents will have to enter off Crimson Ridge Drive.

Zach Renstrom, applicant, stated that there is a six foot wall on the east side.

Mr. Harvey stated that there are sidewalks on both sides and the road is a 50 foot right-of-way.

Mayor Pike advised there is a 4-way stop at the intersection and that 3000 East has been paved. This request is in accordance with the General Plan.

**MOTION:** A motion was made by Councilmember Almquist to approve the zone change from RE-20 to R-1-10 on approximately 2.306 acres.

**SECOND:** The motion was seconded by Councilmember Randall

**VOTE:** Mayor Pike called for a roll call vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - nay  
Councilmember Randall - aye  
Councilmember Bowcutt - aye

The motion carried.

**AIRPORT HANGAR LEASE:**

**Consider approval of an airport hangar lease with David L. Patterson for airport hangar 57I.**

City Manager Gary Esplin advised the applicant has met all requirements and staff recommends approval.

**MOTION:** A motion was made by Councilmember Randall to approve the airport hangar lease with David L. Patterson for airport hangar 57I.

**SECOND:** The motion was seconded by Councilmember Bowcutt.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye

Councilmember Randall - aye  
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

**AWARD OF BID:**

**Consider award of bid for the St. George Art Museum permanent collection storage system.**

Purchasing Manager Connie Hood stated that this request is for a storage system for the permanent collection at the St. George Art Museum. The recommendation is to award the bid to SpaceSaver International, which is a division of Henriksen Butler, in the amount of \$50,200.

**MOTION:** A motion was made by Councilmember Randall to award the bid for the permanent collection storage system for the St. George Art Museum for \$50,200.

**SECOND:** The motion was seconded by Councilmember Almquist.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

**ANNUAL SPILLMAN MAINTENANCE FEES:**

**Consider approval of the renewal of the annual Spillman maintenance fees.**

Purchasing Manager Connie Hood advised that this request is for the renewal of the annual Spillman maintenance fees for the records management of the evidence and for hardware support for 2014. The cost of the renewal is \$66,027.75.

City Manager Gary Esplin stated as part of the dispatch contract, the other agencies in Washington County will be billed based upon population.

**MOTION:** A motion was made by Councilmember Hughes to approve the bid for the renewal of the annual Spillman maintenance fees in the amount of \$66,027.75.

**SECOND:** The motion was seconded by Councilmember Randall.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

**AWARD OF BID:**

**Consider award of bid for yellow and white traffic paint.**

Purchasing Manager Connie Hood advised this request is to purchase yellow and white traffic paint from Ennis, who holds the State contract for street and roadway paint in the amount of \$79,392.

**MOTION:** A motion was made by Councilmember Hughes to approve the paint purchase of \$79,392.

**SECOND:** The motion was seconded by Councilmember Bowcutt.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

**SET PUBLIC HEARING:**

Bob Nicholson advised that the Planning Commission, at its meeting held April 8, 2014, recommended that public hearings be scheduled on May 1, 2014 to consider a request to amend the City General Plan Land Use Map by changing the land use designation from low density residential to medium density residential on approximately 8.62 acres located at approximately 1850 South and River Road.

**MOTION:** A motion was made by Councilmember Almquist to set the public hearing for the amendment to the City General Plan for May 1, 2014.

**SECOND:** The motion was seconded by Councilmember Randall.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

**FINAL PLAT:**

City Manager Gary Esplin advised that the final plat for Villa Highlands at Hidden Valley Phase 1 has been tabled since there are issues with a non-conforming roadway.

**PRELIMINARY PLAT:**

Wes Jenkins presented the preliminary plat for The Garages at Sun River, for 36 privately-owned hobby garages subdivision, not for commercial use, located at approximately 1200 Blue Grass Way, zoning is PD-C. One issue that was discussed was that the applicant has asked to be approved for a shared water meter. Staff has indicated that they should have separate meters, therefore, the applicant is trying to form a condominium association wherein the overall area is owned by one individual that will lease the space.

**MOTION:** A motion was made by Councilmember Randall to approve the preliminary plat for the Garages at Sun River.

**SECOND:** The motion was seconded by Councilmember Almquist

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

**PRELIMINARY PLAT:**

Wes Jenkins presented the preliminary plat for Jiffy Lube, a 1 lot commercial subdivision located at approximately 1425 South River Road, zoning is PD-C. The applicant will be required to build the erosion protection.

**MOTION:** A motion was made by Councilmember Hughes to approve the preliminary plat for Jiffy Lube.

**SECOND:** The motion was seconded by Councilmember Bowcutt.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Randall - nay  
Councilmember Bowcutt - aye

The motion carried.

**PRELIMINARY PLAT:**

Wes Jenkins presented the preliminary plat for Aspen Estates, an 80 lot residential subdivision located at 2905 South 3000 East, zoning is R-1-10. There will be double fronting lots on 3000 East, therefore a 10 foot landscape strip and privacy wall will be required. The Planning Commission recommends approval with the conditions that the plat be revised to show the road between phases 5 and 6 extended and that the right-of-way of "Road G" be resolved with the adjacent property owner.

**MOTION:** A motion was made by Councilmember Bowcutt to approve the preliminary plat subject to extending the road between phases 5 and six and the right-of-way of "Road G" be resolved with the adjacent property owner.

**SECOND:** The motion was seconded by Councilmember Randall.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

**PRELIMINARY PLAT:**

Wes Jenkins presented the preliminary plat for Tonaquint Valley Phases 4 & 6, a 48 lot residential subdivision located at 1100 West Curly Hollow Drive, zoning is R-1-10. There was discussion regarding a water line loop being installed so that a dead-end line will not occur. The Planning Commission recommends approval with the condition that the water connection be resolved to the satisfaction of the City Water Department and subject to the Legal Department's review and approval.

City Manager Gary Esplin inquired why the adjacent property owners would not be required to find the water for their property.

Mr. Jenkins stated that would have to be something that would have to worked out with the developer.

Mayor Pike stated that staff may need to speak with the two adjacent property owners, which are churches. He does not believe they will ever build on those empty lots.

**MOTION:** A motion was made by Councilmember Almquist to approve the preliminary for a 48 lot residential subdivision located at 1100 West Curly Hollow Drive on approximately 15.116 acres with the caveat that the water issues be worked out.

**SECOND:** The motion was seconded by Councilmember Randall.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

**PRELIMINARY PLAT:**

Wes Jenkins presented the preliminary plat for Tuscan Heights, a 21 lot residential

subdivision located near Plantations Drive and Province Way, zoning is PD-R. The Planning Commission recommends approval subject to Council approval of the revised plat with the open space being dedicated to the City and subject to Legal Department review and approval.

Councilmember Almquist asked Mr. Jenkins to look to see if this project would be in violation of the hillside ordinance.

**MOTION:** A motion was made by Councilmember Hughes to approve the preliminary plat for Tuscan Heights, a 21 lot residential subdivision.

**SECOND:** The motion was seconded by Councilmember Randall.

Councilmember Almquist commented that this is currently a long cul-de-sac. Since the area is steep, he wonders if the Fire Department will be able to access the area.

Mr. Jenkins replied that they will have to look at a way to get access for fire crews if the need arises.

Councilmember Hughes advised he is amending his motion to add that the request is approved subject to legal review.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

**CONDITIONAL USE PERMIT:**

**Consider approval of a conditional use permit to construct a detached garage to a height of 24 feet at 1890 East 800 North in a RE-12.5 zone. Stephen Gubler, applicant.**

Craig Harvey presented a request permit to construct a detached garage with a height of 24 feet . The proposed structure will be located in the rear of the property and will look similar to the existing home. Planning Commission recommends approval.

**MOTION:** A motion was made by Councilmember Bowcutt to approve the conditional use permit to construct a detached garage at 1890 East 800 North.

**SECOND:** The motion was seconded by Councilmember Almquist.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

**CONDITIONAL USE PERMIT:**

**Consider approval of a conditional use permit to operate a swap meet in an existing building at 1028 East Tabernacle Street in a C-3 zone. Karen Sunderland, applicant.**

Bob Nicholson presented a request for a conditional use permit to operate an indoor swap meet in the old Robert's Craft Store located at 1028 East Tabernacle Street. The main floor, which is 16,000 square feet, is where the proposed swap meet will be located. The

Planning Commission was concerned with the lack of parking. Based upon the 16,000 square feet, 64 parking spaces are required; there are 96 spaces for the entire property. The Swap Meet will operate Thursday through Sunday from 9:00 a.m. to 5:00 p.m. Each of the 100 proposed vendors will have to obtain a City business license.

Councilmember Hughes commented that there are 96 parking stalls for the entire property, however, they are proposing to have 100 vendors. If all vendors show up with a car, there will not be parking for customers.

Karen Sunderland, applicant, stated that most vendors had over 2 booths when they were located on Dixie Drive. She explained that there is parking on both sides of the street that can be used. Additionally, vendors will be required to park on the side street. She commented that 75% of the vendors are permanent vendors that will leave their merchandise on the property.

Councilmember Almquist commented that other businesses in that area may believe the street parking is for them to use as well. He does not know if it is fair for Ms. Sunderland to have her vendors use the street for parking.

Carl Sorensen, who represents the building owners, stated that he has offered the building to the college for years. He believes there is ample parking in the area. The same owner owns the south half of the block from 1000 East to 900 East. If there is a problem with the parking, the owners can work something out.

Ms. Sunderland stated that they had 30 vendors at their original location; however, they currently have a list of approximately 70 vendors for this location.

Mayor Pike asked City Attorney Shawn if parking becomes a problem, if the Council can limit the number of vendors allowed.

City Attorney Shawn Guzman advised that there are conditions that are used for a conditional use permit. If the business is in violation of these conditions, the Council can have the applicant return for further approval. He stated that this can be approved on a trial basis to make sure that no violations are committed. Additionally, he suggested giving the applicant a time frame. If there is off-site parking, that may be a concern.

Steve Solyom stated that he ran a booth at the swap meet at the former location. He explained that the vendors will take up about half of the parking spaces. The other businesses have mainly afternoon and evening hours. There will be approximately 50 parking stalls for their customers and additional parking by Dixie Gun & Fish that can be used as well.

City Attorney Shawn Guzman stated that each business has a number of parking stalls for their business. If a limit is set on the number of vendors allowed, that may help with the parking issues as they take up a good portion of the parking. Parking spaces that are allocated to other businesses cannot be counted toward the number of required parking stalls.

City Manager Gary Esplin advised that the ordinance requires so many stalls per square foot. If the proposed business is successful, and other businesses come in, there may not be enough parking. He suggests giving the applicant a time frame of six months to see how things evolve.

Mr. Sorenson stated that the applicant is putting a lot of money into remodeling the building. He does not believe that 6 months is long enough for them to recover their money.

Councilmember Hughes stated he would like this to be done on a trial basis if the applicant is confident that the parking will be sufficient.

City Attorney Shawn Guzman advised that at the end of the trial basis, the Council can have the property owner sign an agreement that states that this is the only business that will be in the building.

City Manager Gary Esplin stated that if the applicant is going to invest in the property, and they knew that they would need to meet the retail requirements, they could limit the number of vendors to a minimum of 60.

**MOTION:** A motion was made by Councilmember Hughes to approve the conditional use permit for a six month period, to establish an indoor swap meet with the condition that if there are traffic problems, when the applicant returns in six months, that the conditional use permit is either denied or they can have a remedy to fix the problem.

**SECOND:** The motion was seconded by Councilmember Randall.

City Attorney Shawn Guzman advised that he would like language in the motion that states that parking on the street as well as on other parcels of property is evidence that there is not sufficient parking.

**AMENDED MOTION:** Councilmember Hughes amended his motion to add the items as stated by City Attorney Shawn Guzman and also adding any complaints from other businesses.

**SECOND:** The amended motion was seconded by Councilmember Randall.

**VOTE:** Mayor Pike called for a vote, as follows:

- Councilmember Almquist- aye
- Councilmember Hughes - aye
- Councilmember Randall - aye
- Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

**GRANT CONTRACT:  
Consider approval of a grant contract with the Division of State History for a \$10,000 matching grant for various historic preservation projects.**

City Manager Gary Esplin stated that he had some initial concerns with what they are doing to identify historic sites. He has been assured that State law governs how sites are identified as historic. The grant was recommended by the Historic Preservation Committee.

**MOTION:** A motion was made by Councilmember almquist to approve the grant contract with the Division of State History for a \$10,000 matching grant for various historic preservation projects.

**SECOND:** The motion was seconded by Councilmember Bowcutt.

**VOTE:** Mayor Pike called for a vote, as follows:

- Councilmember Almquist- aye
- Councilmember Hughes - aye
- Councilmember Randall - aye
- Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

**PURCHASE OF PROPERTY:  
Consider approval of the purchase of property located at 948 North 1300 West, in St. George, for \$1.5 million.**

City Manager Gary Esplin advised this item is the official approval to purchase the property located at 948 North 1300 West for \$1.5 million. As discussed in previous meetings, the

potential use for this property will be the St. George Resource Center Building to deal with various social related issues. Different agencies will be located in the building. CDBG funds will be used to purchase the property. Staff has inspected the building, there were no major issues. There were four back up offers on this property.

Councilmember Hughes stated that he has been involved with the Homeless Coordinating Council for the past few years. He promised them that something would start to happen. He thanked Matt Loo and others who are involved in helping the homeless.

Mayor Pike thanked all of those that have been involved with helping the homeless for the last 30 years especially the Dixie Care & Share.

**MOTION:** A motion was made by Councilmember Almquist to approve the purchase of property located at 948 North 1300 West in the amount of \$1.5 million and also approve the trustee note for \$1.2 million that will expire through to 2017 or sooner.

**SECOND:** The motion was seconded by Councilmember Hughes.

City Manager Gary Esplin clarified that the City has a payment of \$300,000 at closing and the seller will carry the note for the balance to be paid in payments at 6% interest with the final payment due July 1, 2017.

Mayor Pike explained that the City cannot pledge CDBG funds for future use. Donations or funds from the City budget can be used for this project if CDBG funds are not available.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

**AGREEMENT:**

**Consider approval of an agreement with Five County AOG to administer a grant program for assistance with utility deposit.**

City Manager Gary Esplin advised that the City has a housing fund in which people can donate through their utility bills. This fund also contains funds from the Economic Development Agency that can only be used for affordable housing programs. The proposal is to allocate \$5,000 to a special fund that can assist individuals who cannot afford to pay the deposit to turn on utility services. Under the proposal either the Five County or the City can administer the program.

Councilmember Bowcutt stated that he would like to allow the Five County AOG to administer the program.

City Manager Gary Esplin stated that he would want to make sure that the guidelines are followed.

Finance Director Phil Peterson stated that the City would like to enter into an agreement with the Five County AOG to administer the program. Once the qualified applicant receives the grant, that guarantee deposit would be the same as if they had paid the deposit themselves.

**MOTION:** A motion was made by Councilmember Hughes to approve the utility assistance program with the agreement with the Five County AOG.

**SECOND:** The motion was seconded by Councilmember Randall.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

**CLOSED SESSION:**

**MOTION:**

A motion was made by Councilmember Hughes to discuss property.

**SECOND:**

The motion was seconded by Councilmember Bowcutt.

**VOTE:**

Mayor Pike called for a roll call vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

**RECONVENE AND ADJOURN:**

**MOTION:**

A motion was made by Councilmember Randall to reconvene and adjourn.

**SECOND:**

The motion was seconded by Councilmember Hughes.

**VOTE:**

Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye

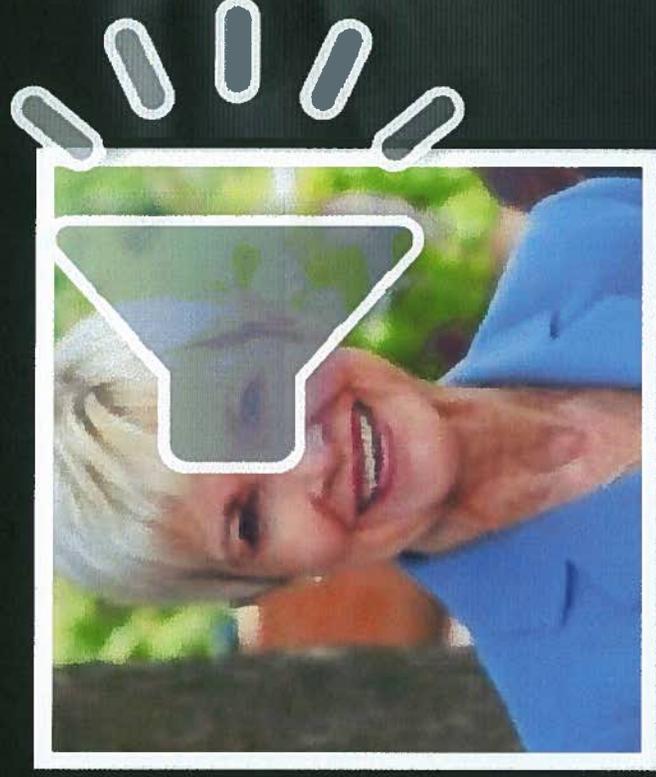
The vote was unanimous and the motion carried.

Introducing the 2014 St.  
George Arts Commission  
Award of Excellence winner

Gail Bunker



The beautiful, the talented, & ever  
smiling, Gail Bunker

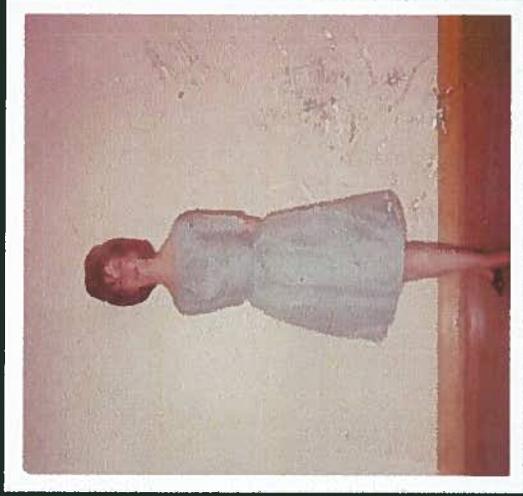


# Graduate of SUU in Dance



Born & raised in Cedar  
City

Drum Majorette & Head  
Cheerleader for all four  
years of high school



LDS Church Stake & Ward  
Relief Society President

Served mission for LDS  
Church in Washington D.C.

Married to R. Lynn Bunker- with 5 children his, 5  
hers, and 2 theirs, most of whom graduated from

Dixie State



## Has been on numerous boards & commissions

- St. George Planning Commission
- **Executive Director** Southwest Symphony Orchestra
- St. George Arts Council 
- **Chair** – Southern Utah Folklife Festival
- St. George Water & Power Board
- Metropolitan Planning Council Member
- Washington County Solid Waste committee

& there is  
more.....

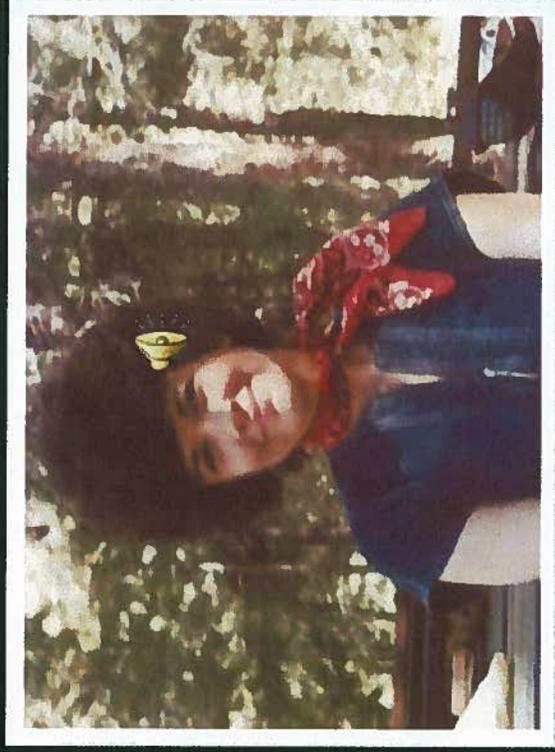
## Served on many committees & directorships

- Washington County Arts Council
- Dinosaur Discovery Site Board
- Washington County School Foundation Board
- Dixie Care & Share Board
- Chair Zion Canyon Jazz & Art Festival
- Homeowners Magazine Publication Board
- Cancer Gala Committee
- Utah Arts Council Change Leader
- Member Dixie Sunshiners

City Council Liaison to the  
St. George Art Museum Board  
always helping-here at the Soup N' Bowl Fundraiser



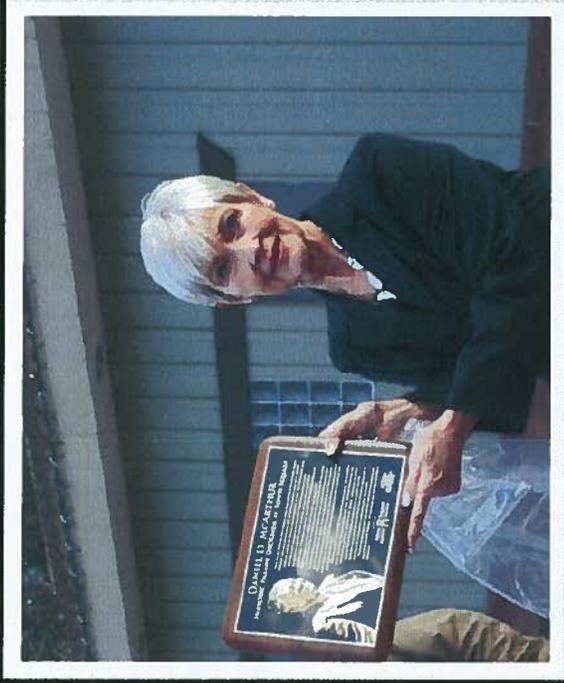
Gail Bunker is fun & surprising



# City Council & Mayor McArthur



# at Town Square for Farewell



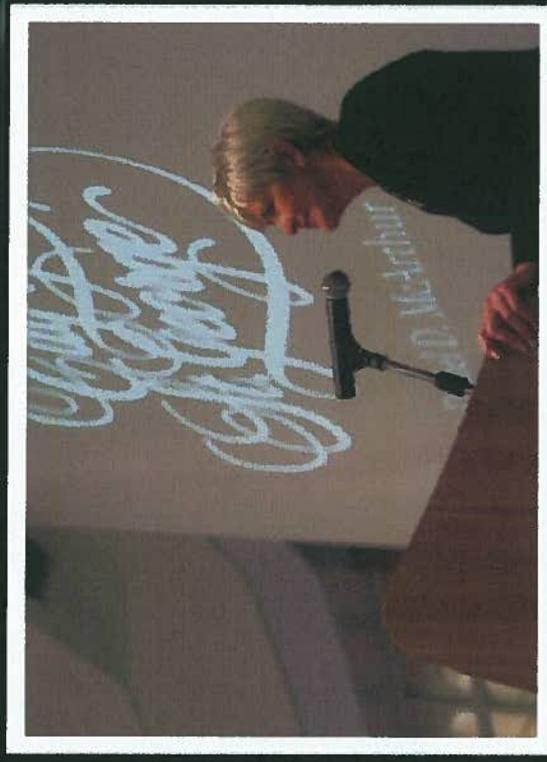
# St. George City Council 2004-2013

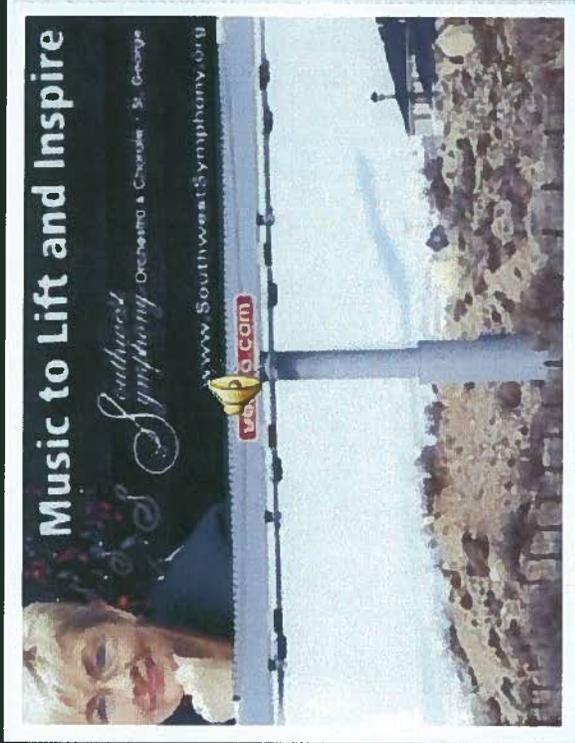
Brought:

- Wisdom
- Insight
- Culture
- Class



To the City of St. George  
& its residents & beyond





& newly retired from....

Concert Manager  
for Dixie State University's  
**Celebrity Concert Series**

&

Tanner Amphitheater  
Summer Concert Series  
from 1985-2013

# Gail brought so much to our lives

## Music

- Symphonies
- Soloists
- Chamber Music
- Choirs
- Opera



## Dance

- Classical Ballet
- Modern Dance
- Irish Dance
- Ballroom

Recipient of the  
Prestigious

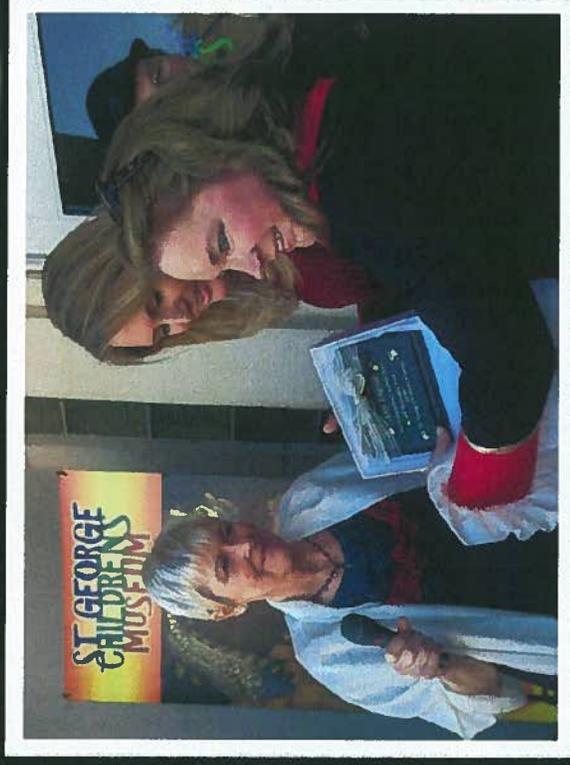
2008

Governor Jon  
Huntsman Jr.

Arts Leadership  
Award

**GAIL  
BUNKER**

# Gail at the new Children's Museum



Still involved  
in so many important endeavors

- President of St. George Children's Museum 2005-present
- Member Art Around the Corner board (current)
- Member Utah Presenters board (current)



**Thumbs up to Gail**

**You are irreplaceable!!!**

A huge thank you  
for all  
you've done  
for our community



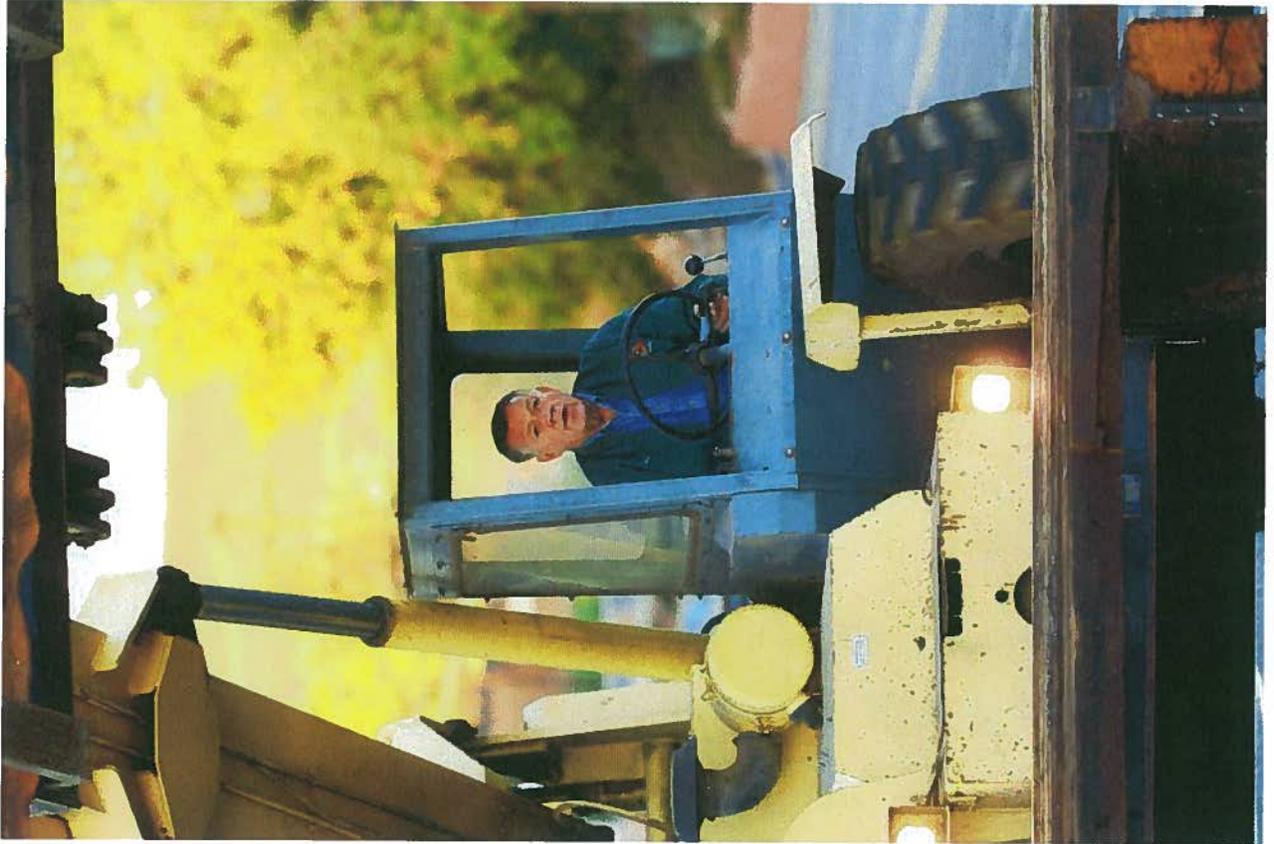


**DSU**<sup>TM</sup>

**DIXIE STATE UNIVERSITY**  
ST. GEORGE, UTAH







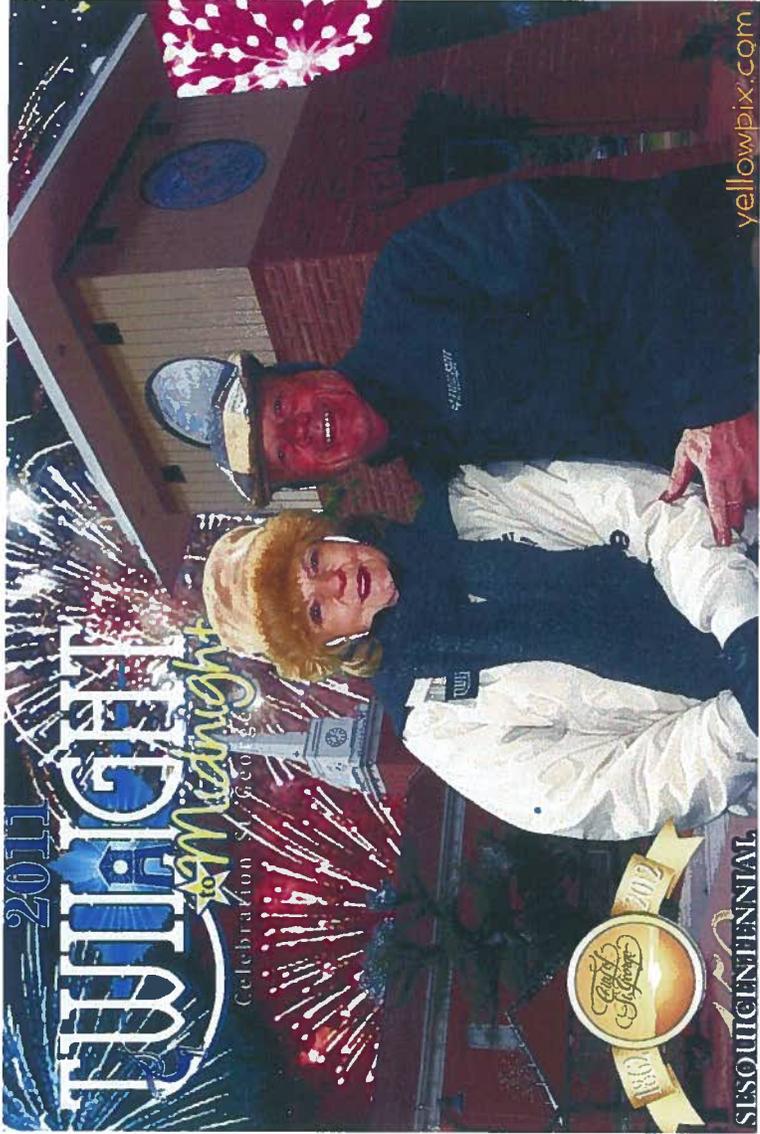




...of spires, towers, and steeples  
and homes with many inhabitants.

B. Young 1861

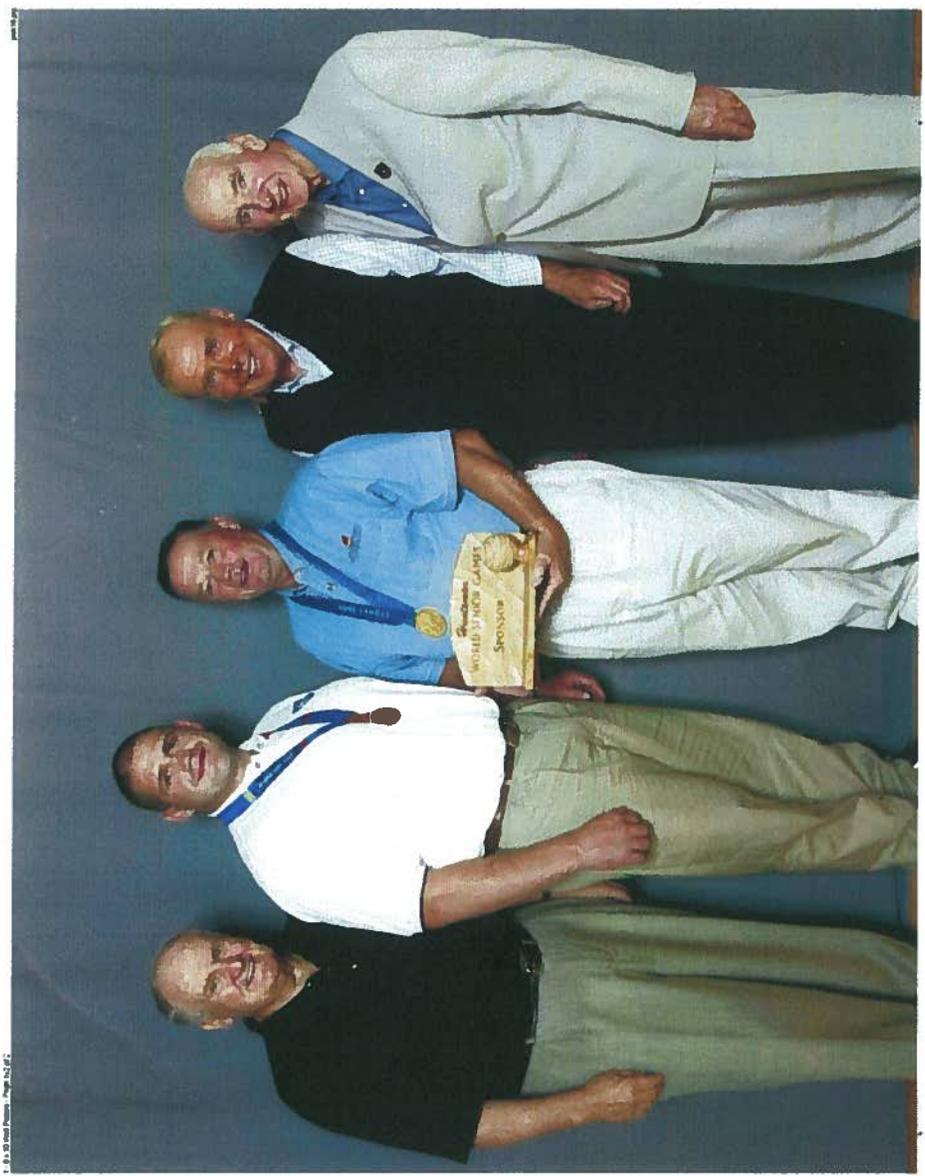




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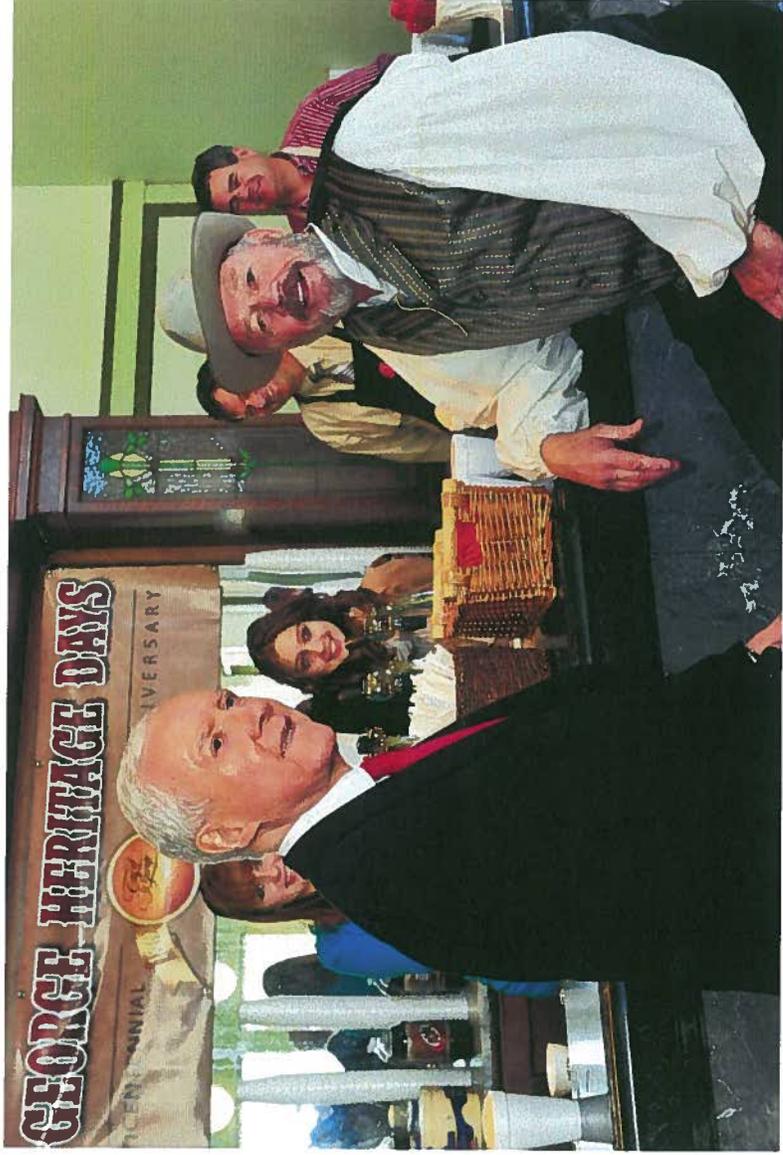




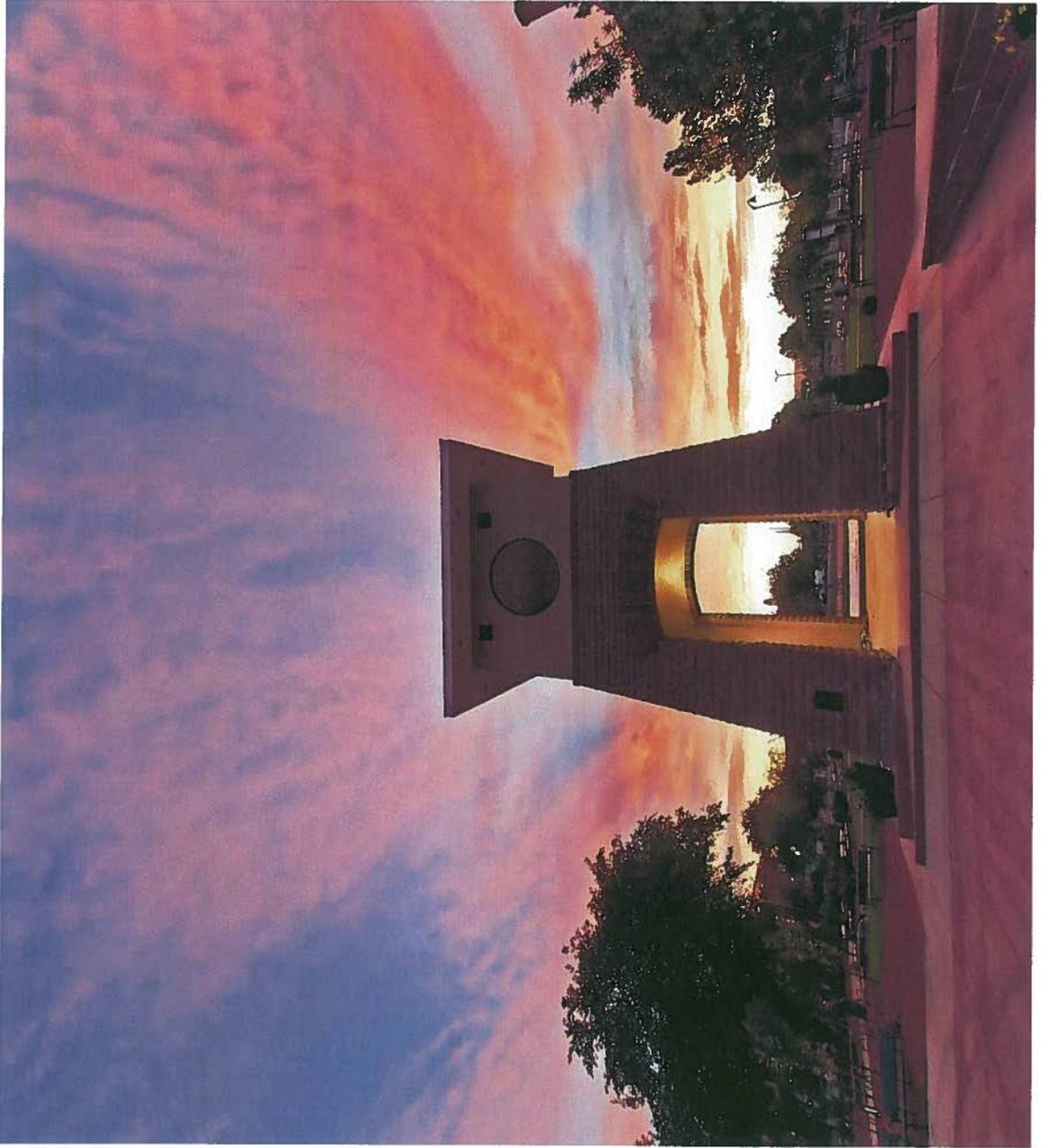
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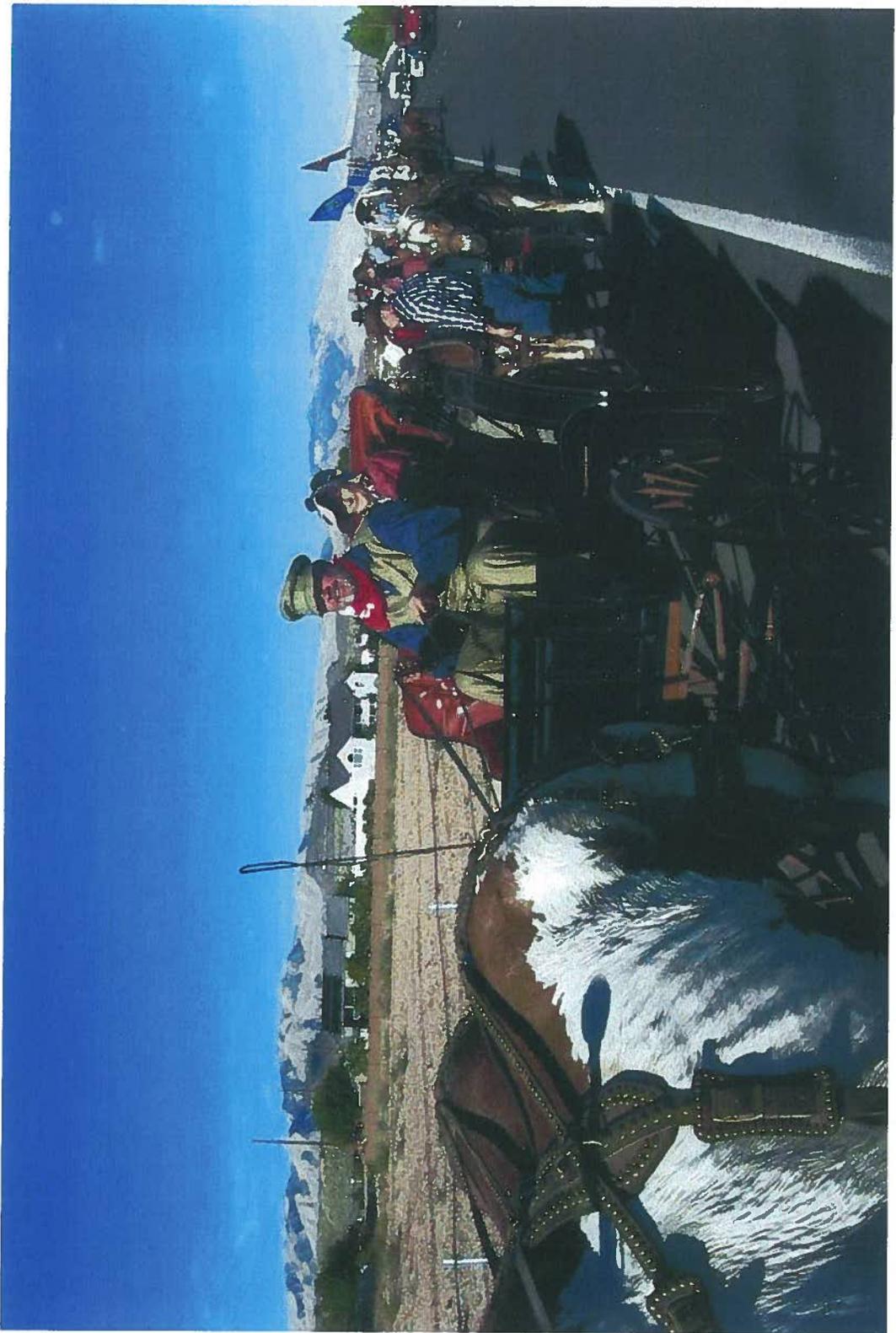
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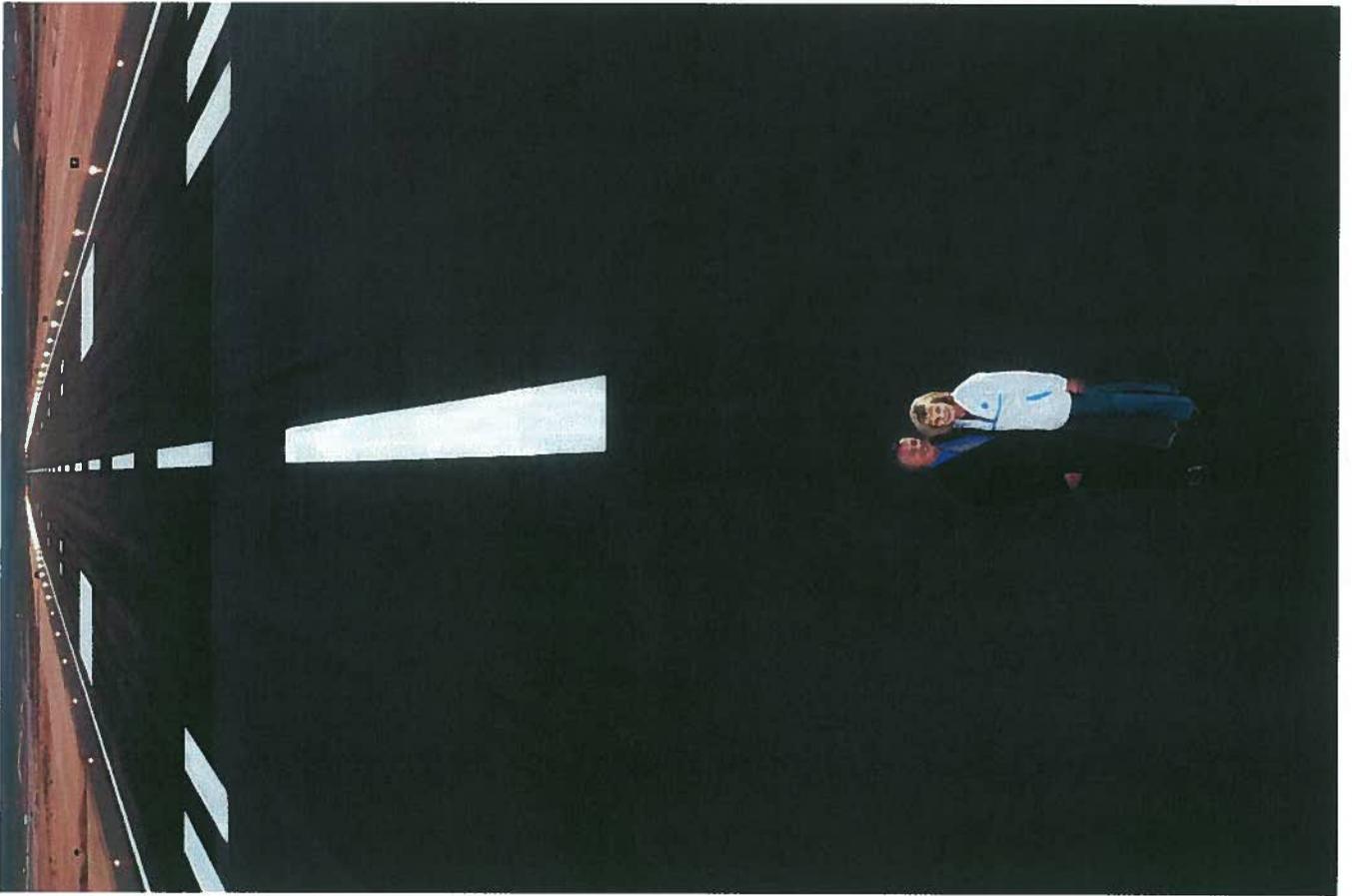










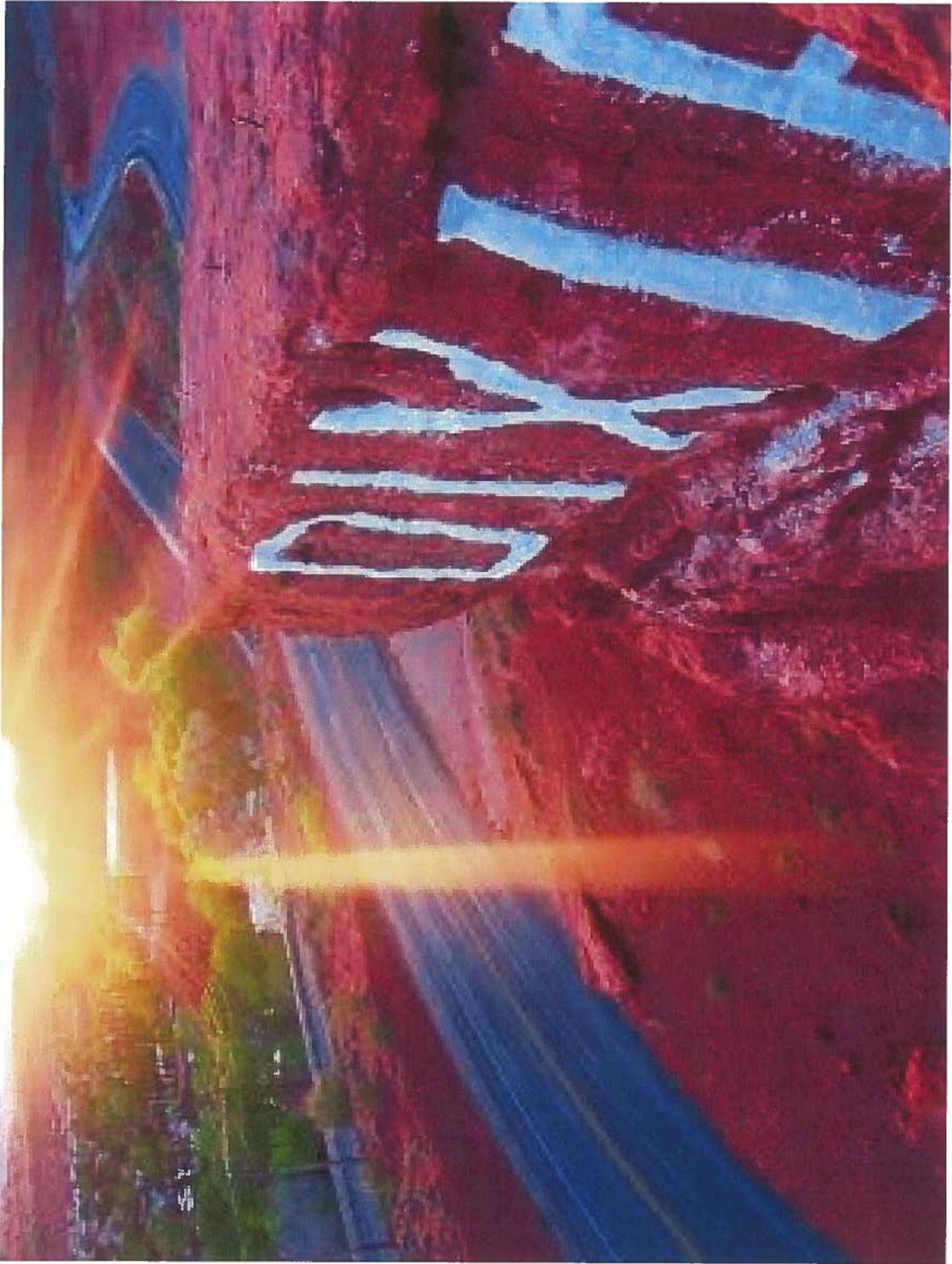






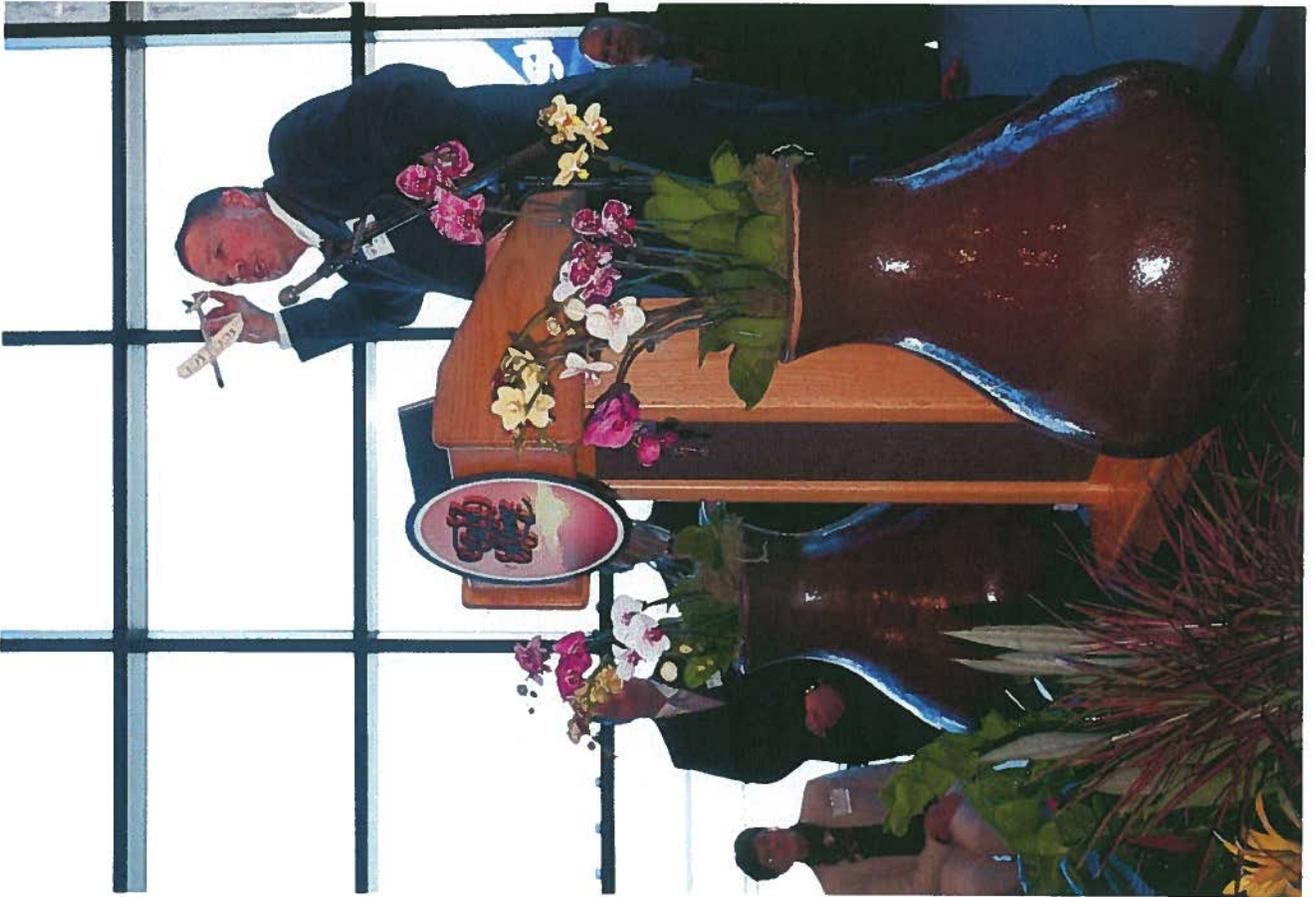






THE ANK  
YOOD





**DRAFT**

Agenda Item Number : **1A**

## Request For Council Action

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**Date Submitted** 2014-04-10 09:44:30

**Applicant** Rich Stehmeier

**Quick Title** Airport Hangar Lease

**Subject** Consider approval of a lease with David L. Patterson who is buying hangar 571 from the Myron Porter Trust.

**Discussion**

**Cost** \$0.00

**City Manager Recommendation** Meets requirements, recommend approval.

**Action Taken**

**Requested by** Cameron Cutler

**File Attachments** [David Patterson.doc](#)

**Approved by Legal Department?**

**Approved in Budget?** **Amount:**

**Additional Comments**

**Attachments** [David Patterson.doc](#)



**PRIVATE HANGAR AGREEMENT**

**BETWEEN**

**CITY OF ST. GEORGE**

**and**

**DAVID L. PATTERSON**

## PRIVATE HANGAR AGREEMENT

THIS PRIVATE HANGAR AGREEMENT (which, as amended from time to time, is defined herein as the "Agreement") is entered into as of the 9th day of April, 2014, by and between the City of St. George, Utah, a Utah municipal corporation, (the "City") and David L. Patterson, an Individual, ("Tenant").

### RECITALS

WHEREAS, City operated a municipal airport located at 317 S. Donlee Drive, St. George, Utah 84770 (the "Former Airport") until on or about January 13, 2011; and

WHEREAS, City constructed a new airport located at 4550 S. Airport Parkway, St. George, Utah 84790 (the "Airport") and commenced operations at the Airport on or about January 13, 2011; and

WHEREAS, City and Tenant desire to accommodate, promote, and enhance general aviation at the Airport; and

WHEREAS, Tenant desires to lease certain real property at the Airport for purposes of constructing and using a private hangar for aircraft as set forth in this Agreement;

NOW, THEREFORE, in consideration of the payment of TEN AND NO/100 DOLLARS (\$10.00), the foregoing recitals and the covenants and conditions stated herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

#### **1. Agreement to Lease and Operate Concession**

**A. Agreement to Lease Premises.** City hereby leases to Tenant and Tenant hereby leases from City that certain real property described in Exhibit A together with the improvements constructed thereon by City (the "Premises"). City has authority to lease such Premises. Tenant agrees to accept the Premises "as is," and City makes no warranty as to the condition of the Premises or their suitability for any particular purpose.

**B. Construction of Tenant Improvements.** Tenant shall construct on the Premises the improvements that are authorized by City from time to time as provided in Exhibit B (the "Tenant Improvements"). Tenant agrees that Tenant's construction of the Tenant Improvements as provided in this Agreement is a part of the consideration to City under this Agreement.

**C. Purpose of Agreement.** Tenant agrees that it shall use the Premises for the following purposes only: the parking, storage, service, repair, light maintenance, operation, and modification or construction (on a noncommercial basis only) of Aircraft, plus incidental activities related to such purposes (including, but not limited to, parking an automobile or motorcycle inside the hangar while the Aircraft is in flight, but only if such vehicle was driven by a person on board such Aircraft). An "Aircraft" shall be any aircraft that Tenant owns or controls, or that is subject to an authorized sublease, when approved in writing in advance by City. Tenant shall provide proof of the ownership or control of any Aircraft upon City's request.

The following are the make, model, and identification number of all Aircraft approved by City upon entering this Agreement, and Tenant shall provide the same information to City in writing when requesting approval for any subsequent Aircraft:

- i. Make: 2008 Vans Aircraft
- ii. Model: RV8
- iii. Identification Number: N387B

**D. Access.** City agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant's employees, officers, directors, subtenants that are approved by City pursuant to this Agreement, contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Tenant's Associates") are authorized to ingress and egress across the Airport (in the areas designated by City and as permitted by applicable Laws and Regulations, as such term is defined in Section 4.B) on a non-exclusive basis and to the extent reasonably necessary for Tenant's use, occupancy, and operations at the Premises.

**E. Right of Flight and Other Reserved Rights.** This Agreement conveys only a leasehold interest in the Premises on the terms and for the purposes provided herein, and it conveys no other rights, title, or interests of any kind. Among the rights reserved to City, City reserves in the Premises a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, and all other rights, including, but not limited to, water, minerals, oil, and gas.

**F. Enjoyment of Rights.** Subject to Tenant's complete performance of the payment and other obligations contained in this Agreement, Tenant shall enjoy the rights, uses, and privileges stated in this Agreement.

**2. Term.** This Agreement shall be effective during the period when Tenant constructs the initial Tenant Improvements as stated in Exhibit B. The term of this Agreement shall commence on April 10, 2014 (the "Commencement Date") and shall continue thereafter for a term of thirty (30) years until February 9, 2041, (the "Expiration Date").

### **3. Rent**

**A. Rent.** For Tenant's lease of the Premises, Tenant covenants to pay to City without set-off or deduction the annual ground rent provided in Exhibit C commencing on the Commencement Date. The rent for any fraction of a year shall be prorated. All rent shall be payable annually in advance without notice or demand by the first business day of the month of January and shall be subject to the terms stated in Exhibit C.

**B. Additional Rent.** Any sum (other than the rent required in Section 3.A) that Tenant is obligated to pay to City arising from or relating to this Agreement or Tenant's use, occupancy, or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed

by City), fines, civil penalties, damages, claims, interest, charges, expenses, and utility charges. Additional rent shall be subject to the terms stated in Exhibit C.

#### **4. Tenant's Use of Premises and Airport**

**A. No Interference.** Tenant and Tenant's Associates shall not use the Premises or the Airport in any manner that City determines (in City's sole discretion) interferes with any operation at the Airport or decreases the Airport's effectiveness. Tenant shall promptly notify City of any use that creates such interference or decrease in effectiveness and remedy the same to City's sole satisfaction.

**B. Comply with All Laws.** Tenant and Tenant's Associates shall comply at all times, at Tenant's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or operations at the Premises or the Airport (the "Laws and Regulations"), which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law, and other pronouncements of any kind having the effect of law including, but not limited to, the Airport Rules and Regulations, the Airport Building Development Standards, and all Laws and Regulations pertaining to the environment (the "Environmental Laws"); any and all plans and programs developed in compliance with such requirements (including, but not limited to, the Airport Security Plan); and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements. Upon a written request by City, Tenant will verify, within a reasonable time frame, compliance with any Laws and Regulations.

**C. No Unauthorized Use.** Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, any use that would damage, interfere with, or alter any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; any commercial activity; driving a motor vehicle at an Airport location other than a roadway or parking area (except in connection with parking an automobile or motorcycle inside the hangar while the Aircraft is in flight, but only if such vehicle was driven by a person on board such Aircraft); the use of automobile parking areas in a manner not authorized by City; self-fueling activities on the Premises or any other area that City has not authorized; any use conflicting with Exhibit F; and any use that would be prohibited by or would impair coverage under either party's insurance policies.

**D. Permits and Licenses.** Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use, occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental authority that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide City with timely written notice of the same.

**E. Taxes and Liens.** Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for the Tenant Improvements). Within ten (10) days, Tenant shall remove any such lien that may be created or commence a protest of such lien by depositing with City cash or other security acceptable to City in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein.

**F. Damage to Property and Notice of Harm.** In addition to Tenant's indemnification obligations set forth in Article 6, Tenant, at Tenant's sole cost, shall repair or replace (to City's sole satisfaction) any damaged property that belongs to City or City's other tenants to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify City of any such property damage. If Tenant discovers any other potential claims or losses that may affect City, Tenant shall promptly notify City of the same.

**G. No Alterations or Improvements.** Tenant shall not make or cause to be made to the Premises any alteration or improvement that is subject to City code requirements, and shall not alter or improve other areas of the Airport, without City's prior written consent (in City's sole discretion).

**H. Signage and Advertising.** Tenant is not authorized to install or operate any signage on the Premises or at the Airport except with the prior written approval of City (which may be given or withheld in City's sole discretion). Any approved signage shall be at Tenant's expense and shall comply with Laws and Regulations (including, but not limited to, City's Airport signage policies and standards and City's ordinance and permit requirements). Tenant shall not advertise or permit others to advertise at the Airport by any means, whether or not such advertising is for profit.

**I. Security.** Tenant is responsible to comply (at Tenant's sole cost) with all security measures that City, the United States Transportation Security Administration, or any other governmental authority having jurisdiction may require in connection with the Airport, including, but not limited to, any access credential requirements, any decision to remove Tenant's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Tenant or Tenant's Associates. Tenant agrees that City has the right (in City's sole discretion) to impose any Airport security requirements that City may determine. Tenant further agrees that Airport access credentials are the property of City and may be suspended or revoked by City in its sole discretion at any time. Tenant shall pay all fees associated with such credentials, and Tenant shall immediately report to the Airport Manager any lost credentials or credentials that Tenant removes from any employee or any of Tenant's Associates. Tenant shall protect and preserve security at the Airport.

**J. Removal of Disabled Aircraft.** When consistent with Laws and Regulations, Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant the Aircraft or any other aircraft that Tenant owns or controls if it becomes disabled. Tenant may store such aircraft within the Tenant Improvements or, with City's prior written consent, elsewhere at the Airport on terms and conditions established by City. If Tenant fails to comply with this requirement after a written request by City to comply, City may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that City determines, in its sole discretion, to be in City's best interests.

**K. Maintenance, Repair, Utilities, and Storage.** Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to City. Tenant shall be solely responsible to design and construct the Tenant Improvements and to maintain, repair, reconstruct, and operate the Premises and the Tenant Improvements at Tenant's sole cost and expense, including, but not limited to, all utility services, janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and the Tenant Improvements in a condition that is equal to the level of maintenance maintained by the City in comparable areas and that is clean, safe, sanitary, and in good repair. Tenant shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. Tenant shall promptly remedy any condition that fails to meet this standard. Without limiting the foregoing obligations, Tenant shall not store on the Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard; shall not use areas outside of the Tenant Improvements for storage; and shall store trash in covered metal receptacles. Any substance or material that is regulated by any Environmental Law ("Hazardous Materials") shall be governed by Section 7.

**L. Operations.** Tenant's operations shall comply with the following:

i. Airport Operations. Tenant shall occupy the Premises at all times and shall operate in a manner that promotes effective airport operations. Among other things, Tenant shall immediately notify the Airport Manager of any condition observed at the Airport that may create a hazard or disruption; Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees; and Tenant shall promptly respond to City's complaints, requests for information, and requests for reasonable assistance in connection with planning and other operational matters at the Airport. If City determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by City or other agency in charge and shall operate in a manner that protects safety and the interests of the public.

ii. Safety. City may, but is not obligated to, stop Tenant's operations if safety Laws and Regulations or other safe work practices are not being observed.

iii. Personnel. Tenant shall control the conduct, demeanor, and appearance of its employees and Tenant's Associates so that they do not annoy, disturb, or impair Airport customers, tenants, or employees. Tenant's employees shall possess adequate training and qualifications to carry out their assigned duties.

iv. **Deficiencies.** Without limiting or waiving any other remedies available to City, City's remedies shall include the following in connection with deficiencies in Tenant's operations:

a. **Propose and Implement Cure.** Tenant shall meet with the Airport Manager upon such manager's request regarding the quality of Tenant's operations, whether or not in connection with a specific complaint. Tenant shall propose curative measures in response to City's determinations regarding deficiencies in Tenant's operations and shall implement as expeditiously as possible measures that are approved by City.

b. **Remove Employees and Associates.** City shall have the right to require that Tenant remove from the Airport any employee or any of Tenant's Associates that City reasonably determines to be in violation of Section 4.L.iii or otherwise detrimental to City's interests at the Airport.

c. **Liquidated Damages.** City shall have the right to require Tenant to pay liquidated damages in connection with addressing any deficiency as further set forth in Exhibit C.

## **5. City's Rights and Obligations**

**A. Airport Maintenance.** City agrees that as long as the Airport is certified to operate as an airport by the Federal Aviation Administration (or any successor agency), City shall keep the property of the Airport in good repair and free from obstruction in accordance with applicable Federal standards.

**B. Access to Premises.** City for itself and its employees, officers, directors, agents, contractors, subcontractors, suppliers, invitees, volunteers and other representatives ("City's Associates") reserves the right to enter the Premises as provided in this Section 5.B. City and City's Associates shall not be deemed guilty of trespass upon the Premises, or to have violated any of Tenant's rights hereunder, by reason of such an entrance into any portion of the Premises.

i. **Without Notice.** City and City's Associates shall have the right to enter the Premises (not including the Tenant Improvements) at any time and without prior notice, provided that they shall not unreasonably interfere with Tenant's use of the Premises. City and City's Associates shall have the right to enter the Tenant Improvements at any time and without prior notice for any purpose relating to any emergency, security or safety concern, or to investigate or remediate potential threats or hazards.

ii. **Notice.** In addition to the rights set forth in Section 5.B.i, City and City's Associates shall have the right to enter the Tenant Improvements for any other purpose relating to the Airport (including, but not limited to, in order to conduct inspections, determine compliance with the Agreement, and conduct Airport work) provided that they shall not unreasonably interfere with Tenant's use of the Premises. In connection with such entry, City shall provide twenty four (24) hours' advance notice to Tenant by sending a message to Tenant

if: (a) Tenant maintains on file with City a working email address (or an address in another format designated by City) that is capable of accepting messages for Tenant, and (b) Tenant provides to City a key or other access to the Premises by no later than the time of the entry. If Tenant does not comply with all of the foregoing conditions for such notice, City and City's Associates shall have the right to enter the Tenant Improvements as determined by City in City's sole discretion.

iii. Interviews. Tenant agrees to allow City to interview any of Tenant's employees to discuss any matters pertinent to Tenant's use, occupancy, or operations at the Premises and the Airport.

**C. City's Right to Work Within, Alter, or Recover Premises.** City has the right at the Airport to perform or cause to be performed any work (including, but not limited to, constructing improvements, surveying, performing environmental testing, removing any hazard or obstruction, and implementing any plan, program, or action), that City (in its sole discretion) determines to be in City's best interests, including, but not limited to, within the Premises. City may elect to pursue any such work without recovering the Premises from Tenant, in which case City shall exercise reasonable care to minimize disruptions to Tenant and the Premises. City also has the right to recover all or any portion of the Premises from Tenant in connection with any such work (with or without relocating Tenant) as City may determine in its sole discretion, and the following shall apply:

i. Recovery. If City determines to recover all or any portion of the Premises, City shall provide Tenant with ninety (90) days prior written notice specifying what areas will be recovered. If any portion remaining after such recovery is tenantable in light of the purposes of this Agreement (as determined by City in its sole discretion), City shall reduce Tenant's rent hereunder by the percentage of the Premises that City recovers, and City shall pay the cost of any alterations to the Tenant Improvements that are required by City in connection therewith (so long as such improvements are not in breach of this Agreement). If City recovers all of the Premises, or if any remaining portion of the Premises is not tenantable pursuant to City's determination, City may terminate this Agreement by including in the notice provided for in this Section 5.C.i a notice of termination, and this Agreement shall terminate at the end of such ninety (90) day period. In connection with any such termination, City shall pay only the following amount: the remaining, unamortized value of the Tenant Improvements (so long as such improvements are not in breach of this Agreement) based on amortizing Tenant's certified construction costs (determined pursuant to Exhibit B, Section B.8.a) using a straight-line method over a thirty (30) year period that commences on the Commencement Date. Such thirty-year period relates only to the calculation contained in this Section 5.C.i, and it does not alter any other provision of this Agreement (including, but not limited to, the term hereof or any termination rights).

ii. Relocation. If City elects to relocate Tenant, City shall pay the reasonable costs that Tenant actually incurs to relocate to a new location (chosen by City) the Tenant Improvements (so long as such improvements are not in breach of this Agreement) and any movable property associated with Tenant's permitted uses under this Agreement. Tenant's rent at such new location shall be determined based on the actual square footage contained in Tenant's Premises at such new location.

iii. **No Waiver.** Nothing under this Section 5.C shall be construed to waive City's right to pursue any remedy for a breach of this Agreement arising from or relating to Tenant's use, occupancy, or operations at any portion of the Premises or at the Airport.

**D. City's Right to Implement Airport Programs.** City has the right to implement any lawful, reasonable, and nondiscriminatory program at the Airport as City may determine in its sole discretion, and to require Tenant to participate in or comply with any such program. Such programs may include, but are not limited to, providing common arrangements for trash disposal, utilities, or other Airport functions; providing revenue-generating activities at the Airport by City or its designee (including, but not limited to, vending machines, advertising, wireless communications, and utility services whether on or off of the Premises); designating approved vendors and service providers at the Airport; establishing central locations and security procedures for delivering goods or materials to the Airport; and establishing green building and other programs to benefit the environment and conserve energy.

**E. City Directives.** City is the owner and proprietor of the Airport, and City has the right to issue any lawful, reasonable, and non-discriminatory directive as a landlord and proprietor that City determines to be in City's best interests.

**F. Governmental Acts.** City is a government entity, and City has all rights, powers, and privileges afforded to it under Laws and Regulations. Tenant agrees that Tenant is subject to any lawful governmental act of City without regard to the provisions of this Agreement.

## **6. Indemnity, Insurance, and Letter of Credit**

**A. Indemnity by Tenant.** Tenant agrees to indemnify, hold harmless, and defend City and its officers and employees from and against losses of every kind and character (including, but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court or dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) this Agreement; (ii) any use, occupancy, or operations at the Premises or the Airport by Tenant or Tenant's Associates; or (iii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to City in carrying out this obligation. This obligation does not require Tenant to indemnify City and its officers and employees against losses (as defined above) that arise solely from the negligent acts or omissions of City and its officers and employees. The obligation stated in this Section 6.A shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are found to be true.

**B. Waiver.** Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future

(including, but not limited to, claims for business interruption and for damage to any aircraft) against City and its officers, employees, and volunteers arising from or relating to Tenant's use, occupancy, or operations at the Premises or the Airport.

**C. Insurance.** At Tenant's cost, Tenant shall procure the following insurance coverage prior to entering the Premises, and Tenant shall maintain its insurance coverage in force at all times when this Agreement is in effect in compliance with and subject to City's insurance requirements as they exist from time to time (including, but not limited to, the terms provided in Exhibit D):

i. Aircraft Liability with Additional Coverage. Aircraft liability insurance that includes premises liability, and, if applicable, mobile equipment coverage with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) per occurrence (and one hundred thousand dollars (\$100,000) per passenger seat for applicable claims), including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in Section 6.A. If any such coverage is not available to Tenant in the form of an aircraft liability policy, Tenant shall obtain substantially similar coverage through a commercial general liability policy.

ii. Property. All risk property insurance coverage in an amount equal to the replacement cost (without deduction for depreciation) of the Tenant Improvements. Tenant is solely responsible for Tenant's personal property, and Tenant may purchase insurance for Tenant's personal property as Tenant may determine.

iii. Automobile. If Tenant drives any automobile other than in the roadways and automobile parking areas at the Airport (including, but not limited to, if Tenant parks an automobile in Tenant's hangar when permitted by this Agreement), comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or property damage arising out of Tenant's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than five hundred thousand dollars (\$500,000) single combined limit "per accident" for bodily injury and property damage.

iv. Pollution. Tenant is responsible for environmental losses. Any pollution legal liability insurance obtained by Tenant shall comply with the requirements for insurance that are stated in this Agreement. If Tenant engages in self-fueling, Tenant shall comply with City's self-fueling requirements, including, but not limited to, pollution legal liability insurance requirements.

v. Aircraft. Tenant is solely responsible for any damage or loss to the Aircraft. Tenant shall obtain insurance coverage for the Aircraft as Tenant may determine.

vi. Business Interruption. Tenant is solely responsible for all costs of business interruption, however incurred, and Tenant may purchase business interruption insurance as Tenant may determine.

**D. Performance Security.** City reserves the right to require a performance security in a form and amount acceptable to City upon any material default by Tenant under this Agreement.

**7. Hazardous Materials**

**A. No Violation of Environmental Laws.** Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws. Tenant is responsible for any such violation as provided by Section 6.A of this Agreement.

**B. Response to Violations.** Tenant agrees that in the event of a release or threat of release of any Hazardous Material by Tenant or Tenant's Associates at the Airport, Tenant shall provide City with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable Laws and Regulations. If City has reasonable cause to believe that any such release or threat of release has occurred, City may request, in writing, that Tenant conduct reasonable testing and analysis (using qualified independent experts acceptable to City) to show that Tenant is complying with applicable Environmental Laws. City may conduct the same at Tenant's expense if Tenant fails to respond in a reasonable manner. Tenant shall cease any or all of Tenant's activities as City determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Tenant or Tenant's Associates violate any Environmental Laws at the Airport (whether due to the release of a Hazardous Material or otherwise), Tenant, at Tenant's expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such violation in compliance with applicable Environmental Laws; (ii) submit to City a written remediation plan, and City reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with City and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide to City copies of all documents pertaining to any environmental concern that are not subject to Tenant's attorney-client privilege.

**C. Obligations Affecting Permits.** To the extent that Tenant is a co-permittee with City in connection with any permit relating to the environment at the Airport, or to the extent that any of Tenant's operations in connection with this Agreement or otherwise may impact City's compliance with any such permit, Tenant shall work cooperatively with City and other tenants and take all actions necessary to ensure permit compliance, and minimize the cost of such compliance, for the benefit of Airport operations.

**D. Obligations upon Termination and Authorized Transfers.** Upon any expiration or termination of this Agreement (and this obligation shall survive any such expiration or termination), and upon any change in possession of the Premises authorized by City, Tenant shall demonstrate to City's reasonable satisfaction that Tenant has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing. The obligations of this Section 7 shall survive any termination of this Agreement.

## **8. Assignment and Subleasing**

**A. Assignment.** Tenant shall not assign any of its rights under this Agreement, including, but not limited to, rights in the Tenant Improvements, (whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), shall not encumber any such rights or record this Agreement (or any document or interested relating thereto), and shall not delegate any performance under this Agreement, except with the prior written consent of City to any of the same. City may withhold consent to such assignment, encumbrance, or delegation for any or no reason in its sole discretion. Regardless of City's consent, Tenant shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or encumbrance of rights or delegation of performance in violation of this Section 8.A is void. This Agreement is binding on Tenant's successors or assigns that have been authorized pursuant to this Section 8.A.

### **B. Permitted Encumbrances.**

i. **Acceptable Request.** Any request for City's consent to an encumbrance under this Section 8 shall at a minimum meet the following requirements: (a) the purpose of such encumbrance shall be to secure financing for the Tenant Improvements; (b) such encumbrance shall only encumber Tenant's leasehold interest and shall not encumber any other interest whatsoever; (c) the lienholder must agree to maintain current contact information with City at all times; (d) the lienholder and Tenant must agree to provide to City concurrent copies of any notices of default sent to Tenant and all letters or other information exchanged between Tenant and the lienholder thereafter until such matter has concluded; (e) the lienholder must agree to promptly remove such encumbrance when the obligation that it secures has been satisfied; (f) such encumbrance shall be subordinate to the City's interests except as provided in Section 8.B.ii; (g) such encumbrance shall terminate prior to the Expiration Date of this Agreement; (h) by obtaining City's consent Tenant agrees that it shall not default on its commitment in connection with the permitted encumbrance (and any such default shall be a breach of this Agreement); and (i) the lienholder must certify to City that it has reviewed this Agreement, that it has accepted provisions that may affect the lienholder, and that no loan requirements conflict with or materially erode any provisions of this Agreement.

ii. **Defaults.** If Tenant defaults under either this Agreement or an encumbrance that City permits pursuant to Section 8.B.i, the City will consent to a transfer of Tenant's interests in this Agreement and the Tenant Improvements (to an acceptable party as set forth below) if Tenant and the lienholder comply with the following: (a) at the time of the default such lienholder must have an enforceable lien and be in compliance with Section 8.B.i; (b) such lienholder must cure all defaults under this Agreement within twenty (20) days after the first such default; (c) as a part of such cure, such lienholder (or another operator provided by such lienholder) must enter interim terms with City to perform this Agreement, and the operator and terms must be acceptable to City in its sole discretion; (d) as a part of such cure, such lienholder must execute a guaranty on terms acceptable to City under which, at a minimum, such lienholder agrees to guarantee full performance of obligations designated as Tenant obligations under this Agreement; (e) as a part of such cure, Tenant and such lienholder must agree that City shall have

a lien with first priority on the Tenant Improvements and all of Tenant's personal property at the Premises to secure full performance of the Tenant obligations under this Agreement; (f) upon completing such cure, this Agreement must be fully performed without subsequent defaults; (g) any transferee of Tenant's interests, and the terms of any transfer, must be acceptable to City in City's sole discretion; and (h) the City may required reasonable terms in addition to those set forth in this Agreement. If Tenant or such lienholder fails to comply with any of the foregoing obligations, such failure shall be a default under this Agreement. Upon such a default, City at any time may, but is not required to, terminate this Agreement and exercise any rights set forth in Section 11.A.i, and such lienholder shall promptly remove all encumbrances. City shall have no obligation to provide any notices to any lienholder, and City shall have no liability of any kind to any lienholder.

**C. Subleasing.** Upon obtaining City's prior written consent, which City may provide or withhold in City's sole discretion, Tenant shall have the right to sublease portions of the Premises for the storage of Aircraft in the areas approved by and subject to the terms required by City. Tenant shall impose on all approved subtenants the same terms set forth in this Agreement to provide for the rights and protections afforded to City hereunder. Tenant shall reserve the right to amend Tenant's subleases to conform to the requirements of this Agreement, and all such subleases shall be consistent with and subordinate to this Agreement as it is amended from time to time. Such subleases shall include an agreement that the sublessees will attorn to and pay rent to City if Tenant ceases to be a party to this Agreement. City shall have the right to approve any sublease in City's sole discretion, and Tenant shall provide to City a copy of every sublease executed by Tenant (which shall include the make, model, and identification number of all Aircraft making use of such space). No sublease shall relieve Tenant of any obligation under this Agreement.

## **9. Damage, Destruction, and Condemnation**

**A. Damage or Destruction of Premises.** If any portion of the Premises or the Tenant Improvements is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by City as being consistent with or better than the original improvements. Tenant shall apply all proceeds that are made available from Tenant's insurance policies (or those of any subtenant or assignee) to performing such work. If City performs such work pursuant to Section 10.B, such insurance proceeds shall be paid to City. If the Premises or Tenant Improvements are tenable despite such damage, Tenant shall not receive any abatement of Tenant's rent obligations. To the extent that any portion is rendered untenable by such damage in light of the purposes of this Agreement (as determined by City in its sole discretion), rent shall continue if Tenant has business interruption insurance, or if Tenant does not have such insurance, City shall abate Tenant's rent proportionately until repairs have been substantially completed (as determined by City in its sole discretion).

**B. Condemnation.** In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than City), all compensation from such proceeding shall be paid to City, except that Tenant may pursue a claim against the condemnor

for the value of the Tenant Improvements and Tenant's leasehold interest and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, City shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the Premises so taken. If City determines in its sole discretion that all or a material portion of the Premises will be (or has been) rendered untenable as a result of such taking, City may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at the time specified in the notice (which shall not be less than thirty (30) days after the date of such notice).

## 10. **Default**

**A. Tenant's Default.** The occurrence of any of the following events shall constitute a default by Tenant under this Agreement: (i) Tenant fails to timely pay any installment of rent or any additional rent; (ii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises) and fails to cure the same within twenty (20) days following written notice of such violation from City (except that in the case of insurance coverage required to be maintained, such period shall be five (5) days); (iii) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy, becomes insolvent, or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing a Tenant Improvement as provided in Exhibit B, Section B.7.

**B. Remedies.** Upon any default by Tenant under this Agreement, City may (at any time) pursue any or all remedies available to City, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to City all costs incurred by City for such performance, together with interest and service fees for any past due amounts (as provided in Section 10.C) and an administrative charge equal to twenty percent (20%) of the cost incurred by City (which the parties agree is a reasonable estimate of and liquidated damages for City's overhead expenses associated with such performance); (ii) terminate Tenant's rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and reletting the Premises (including, but not limited to, any real estate broker fees or marketing costs), and attorneys' fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent and additional rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay City on demand for any deficiency in the same. No action by City or City's Associates shall be construed as an election by City to terminate this Agreement or accept any surrender of the Premises unless City provides Tenant with a written notice expressly stating that City has terminated this Agreement or accepted a surrender of the Premises. Following a default by

Tenant under this Agreement, City shall exercise commercially reasonable, good faith efforts to mitigate its damages as required by applicable Utah law.

**C. Past Due Amounts.** If Tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of twelve percent (12%) per annum from the due date of such amount to the date of payment in full, with interest. In addition, City may also charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable estimate of and liquidated damages for City's additional costs for billing and collection arising from Tenant's failure to make payment in a timely manner. All amounts due under this Agreement are and shall be deemed to be rent or additional rent, and shall be paid without abatement, deduction, offset, prior notice, or demand (unless expressly provided by the terms of this Agreement). City's acceptance of any past due amount (or its associated interest or service fee) shall not constitute a waiver of any default under this Agreement.

**D. Default by City.** City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within twenty (20) days after written notice by Tenant to City. If the nature of City's obligation is such that more than twenty (20) days are reasonably required for performance or cure, City shall not be in default if City commences performance within such twenty (20) day period and thereafter diligently prosecutes the same to completion. In no event may Tenant terminate this Agreement or withhold the payment of rent or other charges provided for in this Agreement as a result of City's default.

**E. Survival.** The provisions of this Section 10 and the remedies and rights provided in Section 6 shall survive any expiration or termination of this Agreement.

## **11. Expiration or Termination**

### **A. Disposition of Tenant Improvements.**

i. **Disposition If Agreement Terminates Before Expiration Date.** If this Agreement terminates for any reason before the Expiration Date, within ninety (90) days after such terminates, City, in its sole discretion, may determine to accept title to all or any portion of the Tenant Improvements. Upon City accepting any such title, all of Tenant's rights, title, and interests in the same shall be forfeited to City and title thereto shall vest in City automatically. Tenant shall surrender the Premises upon termination (and shall surrender any Tenant Improvements as accepted by City) in accordance with Section 11.B and Exhibit E, Section E.13. If City rejects any such title, or if such ninety-day period expires, Tenant shall (within sixty (60) days thereof) remove all Tenant Improvements that were not accepted by City at Tenant's sole expense in a manner acceptable to City (and the obligations of Section 6.A shall apply to such removal). If Tenant fails to remove any such improvements, City may do so in any manner acceptable to City pursuant to Section 10.B.

ii. **Disposition Upon Expiration.** Upon the expiration of this Agreement, Tenant may either: (a) transfer its interests in the Tenant Improvements to a party who, prior to such

expiration, has been accepted by City, in its sole discretion, and has entered an agreement for the Premises that is acceptable to City; or (b) Tenant shall surrender the Premises (in accordance with Section 11.B) and, within sixty (60) days after such expiration, shall remove the Tenant Improvements (and the obligations of Section 6.A shall apply to such removal). If Tenant fails to perform either such alternative, City shall have the rights set forth in Section 11.A.i and may exercise them at any time.

**B. Surrender of Premises.** Upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to City the Premises (and any Tenant Improvements accepted by the City pursuant to Section 11.A) "broom clean" and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to City all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as provided in Section 7; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned by City, (except that Tenant must obtain City's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by City without notice to, and without any obligation to account to, Tenant or any other person (except that Tenant Improvements shall be as provided in Section 11.A). Tenant shall pay to City all expenses incurred in connection with the disposition of such property in excess of any amount received by City from such disposition. Tenant shall not be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until City has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

**C. Holding Over.** If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and City may terminate such occupancy as a tenancy at will in accordance with state law. During such occupancy, Tenant shall comply with all provisions of this Agreement that are applicable to an at-will tenancy, and Tenant shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the Tenant Improvements at fair market value based on City's survey of rent for similarly situated facilities at the Airport and at other western airports (which City shall determine in its sole discretion).

**D. Survival.** The provisions of this Section 11 shall survive any expiration or termination of this Agreement.

## **12. General Provisions**

**A. General Provisions.** This Agreement is subject to the General Provisions set forth at Exhibit E.

**B. Notices.** Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or DHL), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows:

If to City:

Airport Manager  
St. George Municipal Airport  
175 E. 200 N.  
St. George, Utah 84770

If to Tenant:

David L. Patterson  
583 South 1360 West  
St. George, UT 84770

with a required, simultaneous copy to:

City Attorney  
City of St. George  
175 E. 200 N.  
St. George, Utah 84770

with a required, simultaneous copy to:

Either City or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section 12.B and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

**C. Incorporation.** All exhibits referred to in this Agreement, as they may be amended from time to time, are incorporated in and are a part of this Agreement. Any proposal materials submitted by Tenant in response to a solicitation by City, to the extent accepted by City, shall also be incorporated in this Agreement. Tenant hereby acknowledges receiving Exhibits A – F to this Agreement.

**D. Binding Obligation.** Tenant warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligation of Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF ST. GEORGE

DAVID L. PATTERSON

\_\_\_\_\_  
Jonathan T. Pike, Mayor

\_\_\_\_\_  
By: David L. Patterson  
Its: Self

Attest:

\_\_\_\_\_  
Christina Fernandez, City Recorder

Approved as to form:

\_\_\_\_\_  
Shawn Guzman, City Attorney

**EXHIBIT A**

**PREMISES**

Property description of the Premises:

Lot(s) Fifty-Seven I (57I) on the St. George Airport Hangar Parcel Plat, which contains Four Thousand, Four Hundred-Eighty (4,480) square feet. For informational purposes, such lot is depicted on the following page.

The remainder of this page has been intentionally left blank

## EXHIBIT B

### TENANT CONSTRUCTION REQUIREMENTS

**B.1 Authorization.** Tenant shall not commence any construction on the Premises without the City's prior written consent for all work to be conducted. Tenant shall submit plans, a schedule, and a budget to City when making any request to construct improvements. City may request any information, request modifications, consent to, or deny Tenant's request in City's sole discretion. For any authorized project, Tenant shall provide City with copies of all plans, specifications, and construction documents during the progress of the work, and the matters contained therein shall be subject to City's consent. Tenant shall make no changes to the work without City's prior written consent.

**B.2 Standard.** All work shall be performed in a good and workmanlike manner, and shall be equal to or greater than the quality of the original materials, workmanship, and appearance of similar work performed by Tenant or by City elsewhere at the Airport. Work shall be performed by qualified and properly licensed personnel. All work shall conform to Laws and Regulations. Work shall be performed in a safe manner, and City shall have the right, but not the duty, to stop any work until safety conditions can be investigated and implemented. The work site shall be secured consistent with industry standards at Airports during the performance of the work.

**B.3 Coordination.** Tenant shall coordinate all work with Airport activities, and shall minimize any disruption to Airport activities, tenants, and users. City shall have the right, but not the duty, to direct that Tenant and Tenant's Associates cease activities or revise work plans to avoid disruption. Tenant and Tenant's Associates shall meet with City as requested by City as the work progresses and provide the City with information as City may require. City may require Tenant to comply with other measures that are in the City's interests in connection with any construction activities.

**B.4 Indemnification, Insurance, and Bonds.** Tenant shall cause Tenant's Associates who are performing any work relating to constructing improvements to provide the following:

**a. Indemnity.** Tenant shall require such associates to indemnify City in connection with City's interests consistent with the indemnity obligation of Section 6.A.

**b. Insurance.** Tenant shall provide or shall require such associates to provide builder's risk coverage to insure the improvements constructed on the Premises to the extent of not less than one hundred percent (100%) of such improvements' full insurable value using the all risk form of protection, as well as general liability, auto, and workers compensation insurance coverage as set forth in Section 6 to cover such work. Tenant shall also require design professionals to provide errors and omissions coverage in an amount not less than one million dollars (\$1,000,000). All such insurance shall comply with and be subject to City's insurance requirements including, but not limited to, those set forth at Exhibit D.

**c. Bonds.** Tenant shall provide or shall require such associates to provide construction payment and performance bonds in amounts covering not less than one hundred

percent (100%) of the contract price of such improvements and in a form acceptable to City. All such bonds shall name the City as a co-obligee.

**B.5 Agreement Applicable to Work.** The provisions of this Agreement shall apply to all work pursued by Tenant to construct improvements, regardless of whether such work commences or concludes before the Commencement Date or after any expiration or termination of this Agreement (including, but not limited to, Tenant's indemnity, waiver, and insurance obligations under Section 6 and repair obligations under Section 4.F, provisions prohibiting liens, and provisions requiring compliance with all Laws and Regulations). Tenant shall provide for compliance with this Agreement's requirements by Tenant's Associates who are performing any work relating to constructing improvements.

**B.6 Permits, Plan Checks Required.** Tenant and Tenant's Associates who are performing any work relating to constructing improvements must comply with all City requirements applicable to construction, including, but not limited to, permit requirements, plan check requirements, and other requirements imposed by City.

**B.7 Default.** Tenant shall comply with the construction schedule approved by City. If such construction is not completed materially within any times required by Tenant's approved schedule, or if for any reason Tenant fails to complete construction within ninety (90) days of Tenant's approved date for substantial completion, Tenant shall be in default under this Agreement and City shall have all of the rights set forth in Section 11.A regarding a disposition of Tenant Improvements in addition to all other remedies. Upon any default, Tenant shall turn over to City copies of all records associated with the work and shall work cooperatively with City.

**B.8 Final Submittals.** Tenant shall submit the following to City within ninety (90) days of beneficial occupancy:

**a. Certified Financials.** Tenant shall submit a statement of construction costs certifying the total construction cost of any improvement in a form reasonably required by City.

**b. Free of Liens.** Tenant shall submit a statement that the Premises and Tenant Improvements are free and clear of all liens, claims, or encumbrances (except when specifically authorized in the manner permitted under this Agreement).

**c. As-Built Drawings.** Tenant shall submit at its expense a complete set of accurate "as-built" plans and specifications for Tenant Improvements constructed at the Airport (or in the case of Tenant Improvements relocated from the Former Airport, the plans and specifications relating to such relocation). Such plans and specifications shall include one set of bond paper "record" drawings and electronic drawings that conform to a format and to standards specified by City.

**B.9 Initial Tenant Improvements.** City has authorized and Tenant shall construct the initial Tenant Improvements that are summarized at Exhibit B, Attachment 1, and such obligation includes, but is not limited to, the plans, schedule, and date for access to the Premises in connection with such improvements.

**B.10 Release by Former Airport Tenants.** If Tenant was a tenant at the Former Airport, Tenant agrees that as of the Commencement Date, all agreements and other interests between Tenant and City regarding the Former Airport shall terminate (if not terminated sooner); provided that Tenant shall remain liable to City for any matter arising from or relating to Tenant's use, occupancy, or operations at the Former Airport during or prior to the time of Tenant's last entry upon the Former Airport. Tenant hereby releases, acquits, and forever discharges City and its officers, employees, and agents from and against any and all losses, liabilities, claims, and causes of action, of every kind and character, that Tenant may have against City arising from or relating to the Former Airport, whether the same are presently known or unknown and whether or not the same have been or could have been discovered as of the date of this Agreement.

**EXHIBIT B  
ATTACHMENT 1**

**INITIAL TENANT IMPROVEMENTS**

Date for Tenant's Access to the Premises: NA

The Commencement Date for this Agreement is stated in Section 2.

Schedule for Construction: Hangar is already built

Commencement of the Work: \_\_\_\_\_

Substantial Completion: \_\_\_\_\_

Other schedule requirements shall be as set forth in the schedule submitted to City by Tenant.

Tenant shall cause the construction of the plans and specifications for Tenant Improvements as submitted to City, which may be summarized as follows:

**Hangar and appurtenances as detailed in plans approved by the City of St.  
George**

## EXHIBIT C

### RENT AND PAYMENT

**C.1 Rent.** Tenant shall pay ground rent pursuant to this Agreement as follows:

Period	Rate Per Square Foot	Tenant's Square Footage	Annual Rent
01/2011 – 12/2015	\$0.180	4,480	\$806.40
01/2016 – 12/2020	\$0.214	4,480	\$958.72
1/2021 – 12/2025	\$0.255	4,480	\$1,142.40
1/2026 – 12/2030	\$0.303	4,480	\$1,357.44
1/2031 – 12/2035	\$0.361	4,480	\$1,617.28
1/2036 – 12/2040	\$0.430	4,480	\$1,926.40
1/2041 – 12/2045	\$0.511	4,480	\$2,289.28

The rental rates and calculations set forth in this Agreement shall not be construed to alter any other provision of this Agreement, including, but not limited to, the duration of this Agreement and any right to terminate this Agreement. City reserves the right to survey and measure the Premises as City may determine, and to correct any error in square footage. Tenant agrees that it shall execute any amendment necessary to correct an error in square footage and shall pay any adjusted rent based thereon.

**C.2 Payment of Any Amount Due.** Any amount due in connection with this Agreement or the use of the Airport shall be subject to the following terms; provided, however, that if any obligation is subject to payment terms pursuant to City ordinance or other City requirements that directly conflict with the following terms, such ordinance or other City requirements shall govern.

**a. Past Due Amounts.** Past due amounts are subject to Section 10.C of this Agreement.

**b. Dishonored Checks.** If any check paid on behalf of Tenant is dishonored or returned by a bank for any reason, Tenant shall pay all charges assessed to City by the bank plus a service charge of fifty dollars (\$50.00) per occurrence (or such other amount that the City may implement from time to time) in addition to other sums due under this Agreement.

**c. No Demand and Effect of Payment.** All sums relating to this Agreement shall be due without prior notice or demand except when notice is necessary to make Tenant aware of the amount due if such amount is not otherwise set forth in this Agreement. Tenant shall make all payments without set-off or deduction. All sums paid by Tenant shall first be applied to any past due rent beginning with the most recent amount due. No statement on any check or elsewhere shall be deemed to create an accord and satisfaction. City may accept any payment without prejudice to City's rights to recover any sum or pursue other remedies provided by this Agreement or by law.

**d. City Advances.** If City pays any amount on behalf of Tenant (including, but not limited to, civil penalties assessed to City in connection with Tenant's use of the Airport) such amount shall constitute an advance by City to Tenant. Tenant shall promptly pay the same to the City upon receipt of an invoice for the same.

**e. City Right to Apply.** City shall have the right to apply any sums paid or provided by Tenant in connection with this Agreement to any obligation that Tenant owes to City in connection with the Airport, whether or not such obligation arises in connection with this Agreement.

**f. Payment Address.** Tenant shall make payments to City at the following address (or at such other address that City may designate in writing):

City of St. George  
Finance Department  
175 E. 200 N.  
St. George, UT 84770

**g. Reestablishment of Rates and Charges.** Except for the rent stated in Exhibit C, Section C.1, City in its sole discretion may from time to time reestablish (or newly initiate) any type of rates and charges at the Airport (in a manner consistent with Laws and Regulations) to provide for the Airport's operations.

**h. No Interest.** City shall pay no interest on any sum that City pays to Tenant pursuant to this Agreement.

**i. Audit.** If any sum relating to this Agreement is due based on records or calculations maintained by Tenant, Tenant agrees that City shall have the right to inspect, copy, and audit all such records and calculations. Tenant shall make such records and calculations available to City at City's offices within twenty-four (24) hours after City delivers to Tenant a written request for the same. Tenant shall maintain such records and calculations for three (3) years (during which this Agreement is in effect). City agrees that an audit of such records and calculations shall occur no more frequently than once each year. If as a result of any such audit it is established that Tenant has overpaid any sum due, City shall promptly refund such overpayment. If such audit establishes that additional sums are due to the City, Tenant shall promptly pay such sums in accordance with the requirements of Section 10.C, and shall pay the

reasonable cost of the audit if the audit establishes a collective discrepancy of more than five percent (5%) for all matters examined.

**C.3 Liquidated Damages.** Tenant agrees that City will be damaged if Tenant fails to comply with this Agreement. Therefore, in addition to any other remedies that City may have or damages that it may pursue, City may take the following actions and charge Tenant damages as stated below not as a penalty, but as liquidated compensatory damages to pay City's administrative costs associated with undertaking the specified act.

**a. Requesting Compliance.** If Tenant fails to comply with any obligation under this Agreement, City may charge Tenant one hundred dollars (\$100) for every written notice that City sends to Tenant requesting compliance.

**b. Reestablishment of Damages.** City reserves the right to reassess its costs from time to time in connection with taking the foregoing actions (or in connection with other actions that City takes to enforce this Agreement) and to reestablish the amount of the foregoing liquidated damages, or implement additional liquidated damages, based on City's cost increases.

## EXHIBIT D

### INSURANCE REQUIREMENTS

**D.1. General Requirements.** At all times when this Agreement is in effect Tenant shall maintain in force all required insurance coverage and shall have on file with the City Certificates of Insurance evidencing the same. Such certificates shall provide that coverage will not be canceled, suspended, voided, or reduced without at least thirty (30) days prior written notice to the City. Ratings for the financial strength of the companies providing Tenant's insurance policies shall be disclosed in such certificates and shall be "A- VII" or stronger as published in the latest Best's Key Rating Guide (or a comparable rating from a comparable rating service). If a lower rating is proposed, City may examine the financial strength of the insurance company proposed to provide coverage and may consent to a lower rating in the City's sole and absolute discretion, and City may also require additional assurances from Tenant. All certificates shall be signed by a person authorized by the insurer and licensed by the State of Utah. All policies (except any policies required for workers' compensation or errors and omissions) and the certificates evidencing coverage shall name City and its officers, employees, and volunteers as additional insureds (or in the case of property coverage, City shall be named as a loss payee). Tenant shall provide for a renewal of all insurance coverage on a timely basis to prevent any lapse in coverage. City retains the right to approve any deductibles, and Tenant shall notify City of any material erosion of the aggregate limits of any policy. Tenant's policies shall be primary. Such policies shall extend insurance to cover Tenant's contractual obligations under this Agreement.

**D.2 Minimum Requirements.** City's insurance requirements are minimum requirements, and Tenant is responsible to obtain adequate insurance coverage as Tenant may determine. Except as otherwise expressly set forth in this Agreement, Tenant assumes all risk under this Agreement (including, but not limited to, business interruption claims) whether or not insured.

**D.3. Waiver of Subrogation.** Notwithstanding any other provision contained in this Agreement, each of the parties hereby waives any rights of subrogation it may have against the other party for loss or damage from any risk that is covered by insurance (including, but not limited to, claims for business interruption). Each of the parties shall obtain a clause or endorsement providing for such waiver of subrogation in any policies of insurance required under this Agreement.

**D.4. Terms Subject to Change.** City, in its sole and absolute discretion, reserves the right to review and adjust at any time Tenant's required insurance limits, types of coverage, and any other terms applicable to insurance to insure against any risk associated with this Agreement or Tenant's use, occupancy, or operations at the Airport. Among other things, City may review any or all insurance coverage on a periodic basis and in connection with any specific activity or event associated with the Airport or proposed by Tenant.

**D.5 Stopping Operations.** Among City's remedies, if at any time Tenant's insurance coverage is not in effect as required herein, City may (but is not required to) stop all or any portion of Tenant's operations without liability to City until Tenant fully restores such coverage.

## EXHIBIT E

### GENERAL PROVISIONS

#### E.1 Governmental Provisions.

**a. Nondiscrimination Regarding USDOT Programs.** Tenant for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

**b. Nondiscrimination Regarding Facilities, Improvements, and Federally-Funded Activities.** Tenant for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and Regulations, and shall obtain such compliance from any sublessees or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

**c. No Exclusive Rights.** Nothing in this Agreement shall be construed to grant to Tenant any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Tenant's exclusive use as provided herein).

**d. Agreement Preserves City's Compliance.** This Agreement shall be interpreted to preserve City's rights and powers to comply with City's Federal and other governmental obligations.

**e. Subordination to City's Government Commitments.** This Agreement is subordinate to the provisions of any agreement between City and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any

modification to this Agreement as a condition of City entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Tenant agrees to consent to any such modification. If a governmental authority determines that any act or omission of Tenant or Tenant's Associates has caused or will cause City to be non-compliant with any of City's government commitments (including, but not limited to, any assurances or covenants required of City or obligations imposed by law), Tenant shall immediately take all actions that may be necessary to preserve City's compliance with the same. Without liability to City, City shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Tenant by such authority.

**E.2. Subordination to Financing and Matters of Record.** This Agreement is subordinate to the provisions of any agreements or indentures entered by City (regardless of when entered) in connection with any debt financing applicable to the Airport and is subordinate to any matter of record affecting the real property of the Airport.

**E.3. Force Majeure.** No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If City (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

**E.4. Rights and Remedies.** Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

**E.5. Attorneys Fees.** If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for recovery of possession of the Premises, the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including, but not limited to, attorneys fees, incurred by City in any case or proceeding involving Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section E.5 shall survive any expiration or termination of this Agreement.

**E.6. Governing Law, Venue, and Waiver of Jury Trial.** This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Utah. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the United States District Court for Utah or the District Court for the State of Utah sitting in Washington County, Utah so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. CITY AND TENANT EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this Section E.6 shall survive any expiration or termination of this Agreement.

**E.7. Amendments and Waivers.** No amendment to this Agreement shall be binding on City or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

**E.8. Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

**E.9. Merger.** This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

**E.10. Art.** Tenant shall not install any object in the Premises that constitutes a work of visual art under the Visual Artists Rights Act of 1990 unless Tenant has obtained City's prior written approval and provided City with a written waiver that complies with the requirements of such Act or its successor.

**E.11. Confidentiality.** Tenant acknowledges that City is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that City maintain a record confidentially, and if Tenant complies with the same Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.

**E.12. Relationship of Parties.** This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

**E.13. Further Assurances.** Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

**E.14. Miscellaneous.** The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Tenant shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Tenant consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

**E.15. Time of Essence.** Time is of the essence of this Agreement.

## EXHIBIT F

### HANGAR RULES

The rules set forth in this Exhibit F may be modified by City from time to time upon written notice to Tenant.

**F.1 Authorized Use Only.** Tenant shall use the Premises only for the purposes permitted by this Agreement. No items unrelated to that purpose are to be stored on the Premises. Tenant may not store any property outside of the Tenant Improvements.

**F.2 Storage of Certain Materials.** Tenant shall store no explosives, solvents, or flammables with a flash point below 100 degrees Fahrenheit (100° F) on the Premises. Lubricating oil stored on the Premises must be in closed containers.

**F.3 Close Doors.** Tenant shall assure that all hangar doors for the Tenant Improvements are kept closed when the hangar is unattended.

**F.4 Aircraft Maintenance and Repairs.** Tenant shall not use the Premises for spray painting or doping (except for de minimus painting on a portion of the Aircraft on a non-commercial basis). Tenant may make or cause to be made on the Premises necessary repairs, light maintenance, and inspections to the Aircraft as required by Laws and Regulations to allow the Aircraft to be maintained in an airworthy condition. On a non-commercial basis, Tenant may also construct an Aircraft within the Tenant Improvements. Mechanics hired by Tenant to repair, maintain, or inspect said Aircraft must be properly licensed according to Laws and Regulations.

**F.5 Fire Extinguisher.** Tenant shall furnish a portable fire extinguisher (which meets the applicable fire code) and shall keep the same in the Tenant Improvements at all times, provide for the yearly inspection thereof by a certified fire extinguisher inspector, and report the use of any fire extinguisher equipment on the Premises to the Airport Manager.

**F.6 Clean Premises.** Tenant shall keep the Premises clean and free of debris and shall store garbage in a covered metal container.

**F.7 Hoisting Devices.** Tenant shall not use any hoisting device which in any way attaches to the structure of the Tenant Improvements. This does not preclude the use of a horizontal winch or similar device used to move the Aircraft into a hangar.

**F.8 Self-Fueling.** Tenant shall not conduct any self-fueling operations on the Premises. Tenant agrees that all self-fueling operations shall be subject to the Airport's self-fueling policies and fuel flowage fees.

**DRAFT**Agenda Item Number : **2A****Request For Council Action**

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**Date Submitted** 2014-04-01 16:52:47**Applicant** Gary Sanders**Quick Title** Bid Award**Subject** St. George Art Museum Permanent Collection Storage System**Discussion** Formal bid request resulted in 1 bid being received. That bid was from SpaceSaver International a division of Henriksen Butler**Cost** \$50,200.00**City Manager Recommendation** Approved in the current fiscal budget. Recommend approval.**Action Taken****Requested by** C. Hood**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments** The original bid was revised to omitt portions of the storage systems rack so that the original amount of the bid could be reduced to the cost that is within the approved and budgeted amount. The omitted racks can be added at another time, hopefully next fiscal year.

**DRAFT**

Agenda Item Number : **2B**

## **Request For Council Action**

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**Date Submitted** 2014-04-01 13:27:06

**Applicant** Marlon Stratton

**Quick Title** Spillman Yearly Maintenance Fees

**Subject** This is the annual renewal for the records management system billed through Washington County

**Discussion** Evidence and hardware support for 2014

**Cost** \$66,027.75

**City Manager Recommendation** Costly but necessary. Funds are approved in current budget.

**Action Taken**

**Requested by** C. Hood

**File Attachments**

**Approved by Legal Department?**

**Approved in Budget? Amount:**

**Additional Comments**

**DRAFT**

Agenda Item Number : **2C**

## Request For Council Action

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**Date Submitted** 2014-03-28 10:06:14

**Applicant** Randy Halverson

**Quick Title** Bid Award - State Contract for Paint

**Subject** Street paint Purchase Yellow and White UDOT

**Discussion** Bi-Yearly Paint purchase

**Cost** \$79,392.00

**City Manager Recommendation** Cost of doing business. Budgeted for in current fiscal year.

**Action Taken**

**Requested by** Connie Hood

**File Attachments**

**Approved by Legal Department?**

**Approved in Budget? Amount:**

**Additional Comments** Ennis holds the State Contract for the street and roadway paint

**DRAFT**Agenda Item Number : **3A****Request For Council Action**

**Date Submitted** 2014-04-09 09:41:46

**Applicant** City of St George

**Quick Title** Public Hearing & Ord for code amendment for chickens

**Subject** Consider a request to amend the City Zoning Regulations, Title 10, Section 7B-2 to allow the keeping of chickens (hens only) and rabbits as an accessory use to a single family dwelling to produce food for the family residing on the subject property.

**Discussion** In 2010 the City adopted provisions to allow the keeping of chickens (hens only) and rabbits in the R-1 and RCC zones on lots 10,000 sq ft and larger. The proposal drafted by the Legal Dept would eliminate the 10,000 sq ft minimum lot size for the keeping of chickens & rabbits, and therefore lots beginning at 6,000 sq ft (ie, R-1-6 zone) could allow chickens & rabbits. Shawn Guzman told the PC to "eat more chicken" and he was able to persuade the PC that the amendment was reasonable and would not pose additional problems. PC recommends approval of the code amendment.

**Cost** \$0.00

**City Manager Recommendation** PC recommends approval. Have not had many complaints that I am aware of.

**Action Taken**

**Requested by** Legal Dept (BN)

**File Attachments**

**Approved by Legal Department?**

**Approved in Budget?** **Amount:**

**Additional Comments**

# Zoning Regulation Amendment

## Chickens & Rabbits

PLANNING COMMISSION AGENDA REPORT: 03/25/2014  
CITY COUNCIL SET DATE: 04/03/2014  
CITY COUNCIL MEETING: 04/17/2014

### AMENDMENT TO ZONING REGULATIONS; PUBLIC HEARING Case No. 2014-ZRA-001

**Request:** Proposed amendment to Title 10 Zoning Regulations, Chapter 18, Section 7B-2 to allow the keeping of **chickens (hens only) and rabbits** as an accessory use to a single-family dwelling to produce food for the family residing on the subject property.

**Applicant:** City of St George

**Background:** Currently the Zoning code (10-7B-2) allows chickens (hens only) and rabbits to be permitted on lots in the R-1 & RCC zones that are greater than 10,000 sq. ft. in area. The City passed this ordinance in January 2010.

The purpose of the amendment is to remove the lot size requirement and allow chickens (hens only) and rabbits on any size lot in the R-1 & RCC zones. There will still be a restriction of six chickens (hens) or four rabbits for any lot smaller than 10,000 sq. ft. in area.

### **Proposed Ordinance Changes** (Deletions are ~~stricken~~ – New Language is underlined)

**10-7B-2: PERMITTED USES:** The following uses are permitted;

Accessory uses and buildings.

Church.

Cluster development in the R-1-40 zone as per regulations in subsection 10-7B-6F of this article.

Guesthouses.

Home gardens and fruit trees, keeping of household pets, etc., but not agricultural industry or business or the keeping of domestic animals and fowl for business purposes.

"Home occupations", as defined in section 10-2-1 of this title and prescribed in the city home occupation ordinance set forth in title 3, chapter 7 of this code.

Keeping of chickens (hens only) and rabbits, as an accessory use to a single-family dwelling ~~on lots of ten thousand (10,000) square feet or larger,~~ to produce food for the family residing on the subject property, but limited in any event to the following:

A. No roosters shall be allowed.

B. Not more than six (6) chickens (hens) and four (4) rabbits for up to the first ten thousand (10,000) square feet of lot area, with one additional chicken or rabbit for each additional one thousand (1,000) square feet of lot area, not to exceed a combined total of sixteen (16) chickens or rabbits on any lot, except that the maximum number of rabbits shall be ten (10) on any lot. ~~No chickens or rabbits are allowed on lots of less than ten thousand (10,000) square feet.~~ Newborn offspring may be excluded from the above limitations until reaching the age of four (4) months at which time they shall be included in the number limitation.

C. The coop, pen, or cage shall be restricted to the rear or back yard of a dwelling and shall be located not less than twenty feet (20') from any property line, unless there is a solid masonry wall or solid fence of not less than six feet (6') tall along the property line, in which case no setback is required. No coop, pen, or cage shall exceed eight feet (8') in height nor be larger than one hundred twenty (120) square feet in area, except that the area of the coop, pen or cage may increase by ten (10) square feet for each additional animal allowed on the lot up to two hundred (200) square feet maximum area. All animals must be kept in an area enclosed by a fence sufficient to prohibit escape. No rabbit cages or pens shall be placed on or below the ground but shall be constructed at a reasonable height above the ground to prevent burrowing and escape by rabbits.

D. All coops, pens, and cages shall be kept clean and free from objectionable odor and waste. Waste and debris must be kept from becoming offensive or a health hazard.

Neighborhood city park.

School, public or charter.

Single-family dwellings.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 10-7B-2 PERMITTED USES IN SINGLE-FAMILY RESIDENTIAL ZONES**

**WHEREAS**, the City Council desires to maintain a citizenry with increased accessibility to fresh and reliable food sources; and

**WHEREAS**, the City Council has determined that changes to the ordinance are in the best interest of the health, safety, and welfare of the citizens of the City of St. George and are justified at this time.

**NOW, THEREFORE, BE IT RESOLVED**, by the St. George City Council, as follows:

**10-7B-2: PERMITTED USES:** The following uses are permitted;

Accessory uses and buildings.

Church.

Cluster development in the R-1-40 zone as per regulations in subsection 10-7B-6F of this article.

Guesthouses.

Home gardens and fruit trees, keeping of household pets, etc., but not agricultural industry or business or the keeping of domestic animals and fowl for business purposes.

"Home occupations", as defined in section 10-2-1 of this title and prescribed in the city home occupation ordinance set forth in title 3, chapter 7 of this code.

Keeping of chickens (hens only) and rabbits, as an accessory use to a single-family dwelling, to produce food for the family residing on the subject property, but limited in any event to the following:

A. No roosters shall be allowed.

B. Not more than six (6) chickens (hens) and four (4) rabbits for the first ten thousand (10,000) square feet of lot area, with one additional chicken or rabbit for each additional one thousand (1,000) square feet of lot area, not to exceed a combined total of sixteen (16) chickens or rabbits on any lot, except that the maximum number of rabbits shall be ten (10) on any lot. Newborn offspring may be excluded from the above limitations until reaching the age of four (4) months at which time they shall be included in the number limitation.

C. The coop, pen, or cage shall be restricted to the rear or back yard of a dwelling and shall be located not less than twenty feet (20') from any property line, unless there is a solid masonry wall or solid fence of not less than six feet (6') tall along the property line, in which case no setback is required. No coop, pen, or cage shall exceed eight feet (8') in height nor be larger than one hundred twenty (120) square feet in area, except that the area of the coop, pen or cage may increase by ten (10) square feet for each additional animal allowed on the lot up to two hundred (200) square feet maximum area. All animals must be kept in an area enclosed by a fence sufficient to prohibit escape. No rabbit cages or pens shall be placed on or below the ground but shall be constructed at a reasonable height above the ground to prevent burrowing and escape by rabbits.

D. All coops, pens, and cages shall be kept clean and free from objectionable odor and waste. Waste and debris must be kept from becoming offensive or a health hazard.

Neighborhood city park.

School, public or charter.

Single-family dwellings.

**APPROVED AND ADOPTED** by the City Council of the City of St. George, this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Jonathan T. Pike, Mayor

ATTEST:

\_\_\_\_\_  
Christina Fernandez, City Recorder

**DRAFT**Agenda Item Number : **3B****Request For Council Action**

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**Date Submitted** 2014-04-09 09:21:03

**Applicant** Mr. Don Wieser

**Quick Title** Public Hearing & Ord for zone change R-1-10 to C-2

**Subject** Consider a request for a zone change from R-1-10, Single Family Residential to C-2 Commercial on 1.86 acres located at approximately 650 South 1000 East.

**Discussion** The applicant proposes to construct a 20,000 sq ft 'medical dialysis center' on the property. The property is owned by the Gardner family, and is bordered by I-15 & commercial storage units on the west, a commercial office bldg to the south, a small horse corral to the north, and a daycare and mixed zoning to the east. The PC recommends approval of the zone change.

**Cost** \$

**City Manager Recommendation** Appears to fit into the neighborhood as it transitions into office and professional uses. PC recommends approval.

**Action Taken**

**Requested by** Bob N

**File Attachments**

**Approved by Legal Department?**

**Approved in Budget? Amount:**

**Additional Comments**

# Zone Change

PLANNING COMMISSION AGENDA REPORT: 03/11/2014  
CITY COUNCIL SET DATE: 03/27/2014  
CITY COUNCIL MEETING: 04/17/2014

## ZONE CHANGE

### **SG Dialysis – Medical Building**

Case No. 2014-ZC-005

**Request:** To rezone a 1.86 acre parcel from R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) to C2 (Highway Commercial). The property is generally located at 650 S 1000 E.

**Applicant:** Coaction Development Group  
565 W Chandler Blvd #112  
Chandler Arizona 85225

**Representative:** Don Wieser, Coaction

**Area:** 1.86 acres

**General Plan:** Both COM & HDR in vicinity

**Current Zone(s):** R-1-10

**Adjacent zones:** North: R-1-10  
East: C-2, R-3, PD-C  
South: C-2  
West: PD-C

**Project:** This zone change if approved would allow for the future submittal of a commercial professional medical building.

**Narrative:** See attached

**Comments:** Staff finds that this change is in harmony with the current General Plan of this area and staff recommends approval.

PC: PC recommends approval.

**PROJECT NARRATIVE**  
**ST. GEORGE DIALYSIS PD/CLINIC**  
St. George, Ut.  
February 24, 2014

Reason for Rezone: Rezone property for development of a 20,000 sf. +- Medical Office Building C-2.

**Building Data:**

City of St. George Building Codes

- 1. 2012 ICC
- 2. 2012 IRC
- 3. 2012 IBC

**Property Location:**

The property is located at 1000E. within a mixed development ranging from large office buildings & commercial storage, daycare and multi-family residential.

**Adjacent Land Uses:**

North: GP R-3 (currently agriculture)  
East: (Multi-family Residential & day care)  
South: C-2 (Highway Commercial Zone, commercial office)  
West: Commercial storage & I-15 freeway corridor

Assessor's Parcel Number: SG 751  
Site Area: 87,360 SF  
Address: TBD (600S - 1000E)  
Flood Zoning: None  
Zoning: (C-2) Neighborhood Commercial District

Proposed Building Occupancy: B  
Construction Type: IIB Non-Combustable  
Building Use: Medical Offices

Access to site will be from 1000E (Full Motion).

**1052**

**PROJECT NARRATIVE**  
**ST. GEORGE DIALYSIS PD/CLINIC**  
St. George, Ut.

**Parking Requirements:**

**Medical Professional Offices:**

1- space per 250 square feet

**Medical Professional Offices:**

20,000 /250=80 Spaces  
(8 accessible – 1 van)

**Total Spaces Provided for site:**

99 stalls (8 accessible – 1 van)

**Architecture:** This Medical Office Building is specifically designed to meet the functional and aesthetic criteria of the tenant and their semi-ambulatory patients.

The building is orientated on the site for maximum parking and in similar alignment to the adjacent office building to the south. The building has raised walls for better visibility from the west adjacent I-15 Freeway. Access to the building is from 1000 S. The rear of the building will be Designed to aesthetically complement the front and provide construction materials identical to the buildings front elevation.

Site Lighting is proposed to be a combination of light poles, surface building lighting at the entry canopy and wall sconces on the building.

Site Walls (monument sign) will have integrated colors, materials, forms, textures and design elements with the main building.

Trash enclosure area is planned to be located at the rear of the site away from the building, but with adequate access.

Vehicular Circulation and Parking is specifically designed to meet the functional requirements of semi-ambulatory patients, incorporating reduced walking distances, limited encounters with traffic, and increased accessible parking, providing a safe, efficient and convenient parking and circulation within the project. A drop off area is incorporated within the overall circulation pattern for convenience and safety. Access for emergency vehicles will be integrated into the design of the project.

**Building Design:**

Function and appearance. The building form will be segmented into different planes, heights and textured materials to provide Architectural interest. The massing at the entry will provide weather protection for patient drop off. Expanses of glass will be screen from late afternoon sun. The rear of the building will be designed to provide a second front of building look without repetition to enhance freeway frontage. The entrance are highlighted for ease of visibility. The most prominent entrance is from 1000E. The building entrances will have abundant lighting for security.

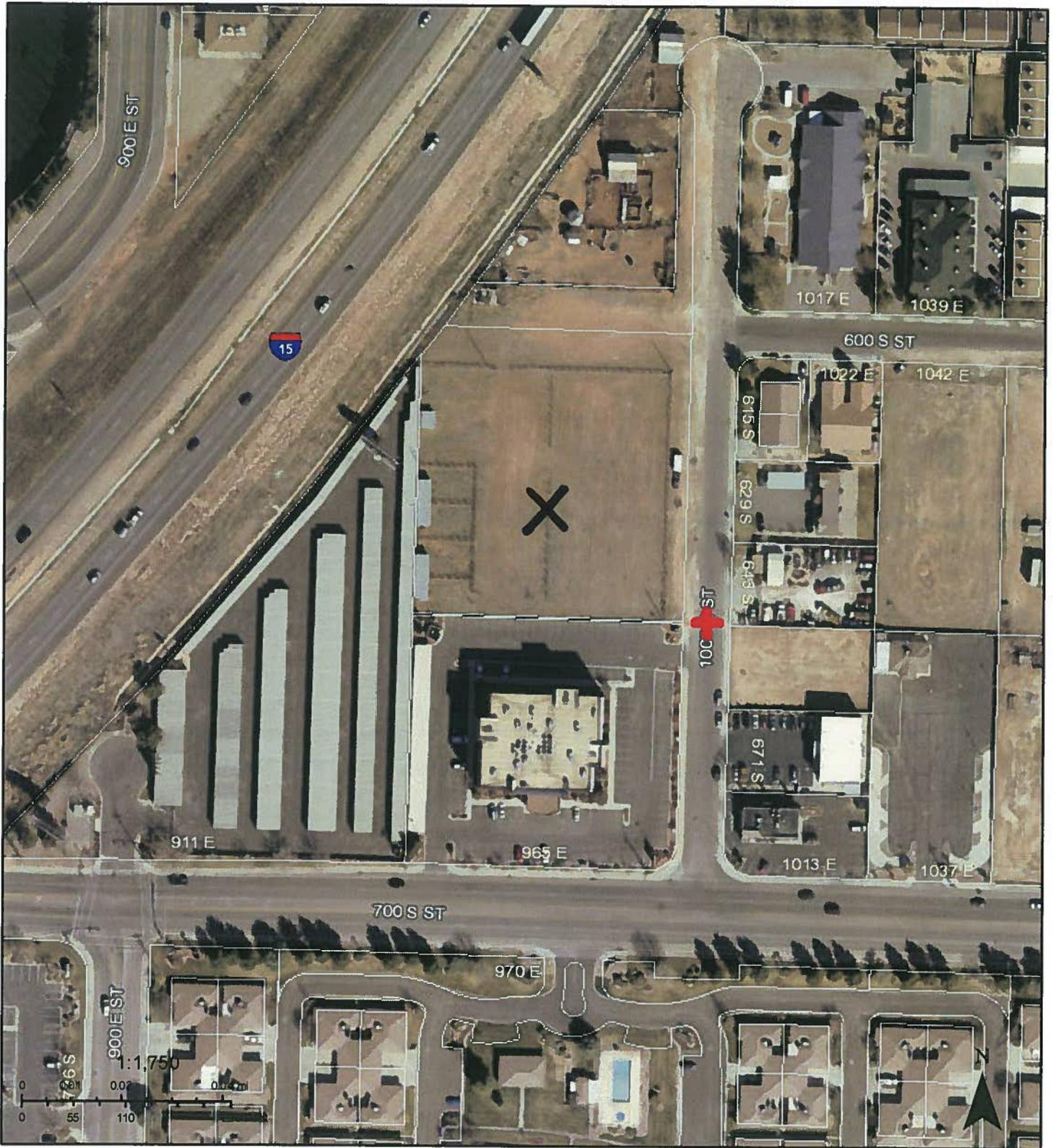
The use of an earth tone color scheme, is harmonious with adjacent developments. Contrast colors will be used for enhancing and accents.

Contrasting colors and materials provide for Architectural interest and style.

Legal Description (See Attached)

Site Plan (See Attached)

**205/2**



650 S 1000 E



Made by the City of St. George GIS Department  
SGCityMaps - <http://maps.sgcity.org/sgcitymaps>

March 4, 2014



# 650 S 1000 E

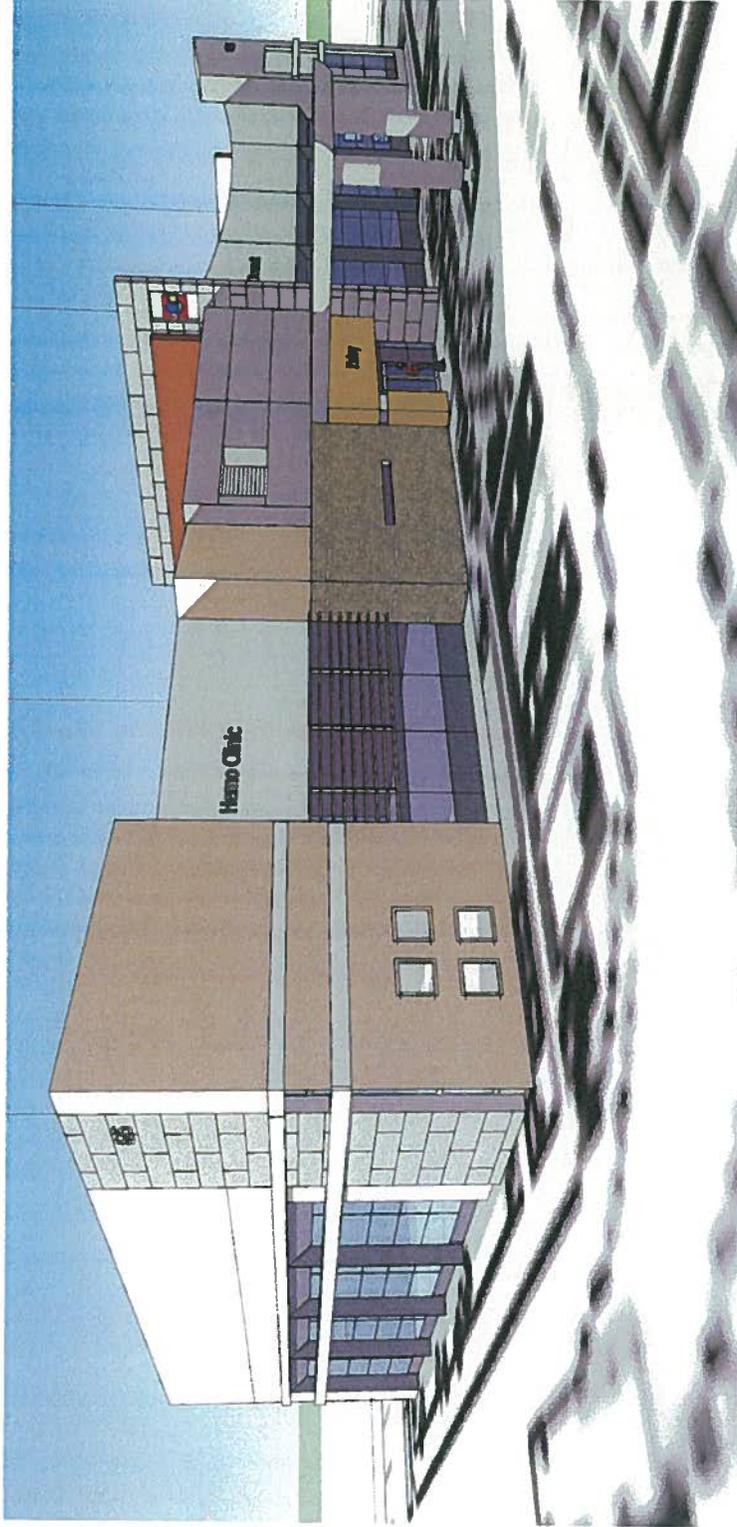


Made by the City of St. George GIS Department  
 SGCityMaps - <http://maps.sgcity.org/sgcitymaps>

March 4, 2014

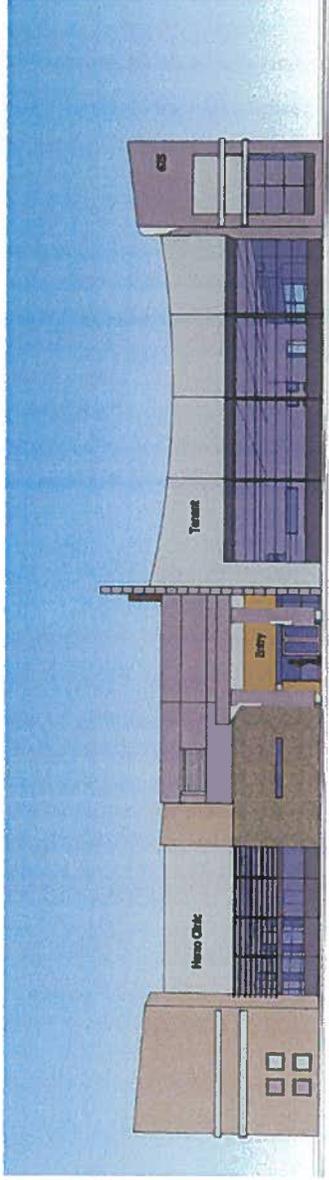


ST. GEORGE DIALYSIS PD/CLINIC  
PROJECT | 02.014.2014

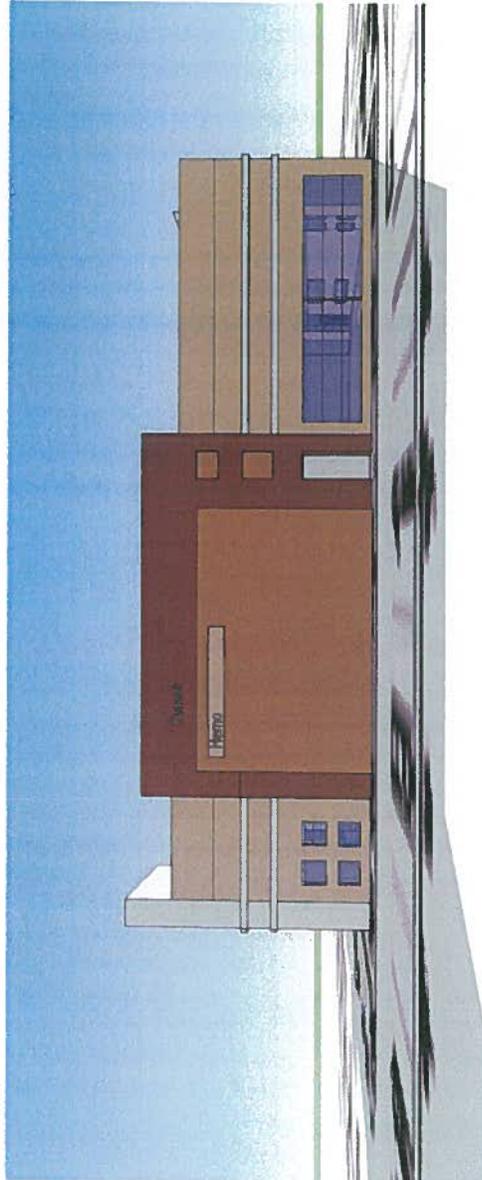


Freeway view





EAST ELEVATION



NORTH ELEVATION

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE ZONE FROM R-1-10 TO C2 ON 1.86 ACRES**

**WHEREAS**, the property owner has requested a zone change on 1.86 acres from R-1-10 (Single Family Residential 10,000 square foot minimum lot size) to C-2 (Highway Commercial); and

**WHEREAS**, the City Council held a public hearing on this request on April 17, 2014; and

**WHEREAS**, the Planning Commission recommends approval of the requested zone change; and

**WHEREAS**, the City Council has determined that the requested change to the Zoning Map is justified at this time and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

**NOW, THEREFORE, BE IT ORDAINED**, by the St. George City Council, as follows:

**Section 1. Repealer.** Any provision of the St. George City Code found to be in conflict with this ordinance is hereby repealed.

**Section 2. Enactment.** The City Zoning Map is hereby ordered to be changed to reflect the zone change from R-1-10 to C-2 on 1.86 acres generally located near 650 South and 1000 East, more specifically described on the attached property legal description, Exhibit "A".

**Section 3. Severability.** If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

**Section 4. Effective Date.** This Ordinance shall take effect immediately upon posting in the manner required by law.

APPROVED AND ADOPTED by the City Council of the City of St. George, this 17<sup>th</sup> day of April, 2014.

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Jonathon T. Pike, Mayor

ATTEST:

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Christina Fernandez, City Recorder

## Exhibit "A"

PARCEL 1: All of Lots 6 and 7, Block 2, Plat "B", ST. GEORGE CITY SURVEY.

PARCEL 2: BEGINNING at the Northeast Corner of Block 2, Plat "B", ST. GEORGE CITY SURVEY, and running thence N.  $89^{\circ}51'16''$  W. 264.00 feet along the North line of said Block 2; thence N.  $0^{\circ}08'44''$  E. 11.86 feet to a point on a curve to the left on the Easterly line of the I-15 Freeway, the radius point of which is N.  $53^{\circ}53'39''$  W. 5932.578 feet; thence Northeasterly 40.84 feet along the arc of said curve and said Easterly line of Freeway to a point on the centerline of 600 South Street; thence S.  $89^{\circ}51'16''$  E. 260.13 feet along the Centerline of 600 South Street; thence S.  $0^{\circ}08'44''$  W. 309.00 feet; thence N.  $89^{\circ}51'16''$  W. 20.00 feet to a point on the East line of Block 2 of said Plat "B"; thence N.  $0^{\circ}08'44''$  E. 264.00 feet along the East line of Block 2 of said Plat "B" to the point of beginning.

TOGETHER with all improvements & appurtenances thereunto belonging in and to each of the above but being SUBJECT to Easements, Rights of way & Restrictions of record & those enforceable in law and equity.

**DRAFT**Agenda Item Number : **3C****Request For Council Action**

---

**Date Submitted** 2014-04-09 09:30:02**Applicant** S&S Homes**Quick Title** Public Hearing & Ord for zone change RE-20 to R-1-10**Subject** Consider a request for a zone change from RE-20, Residential Estates 20,000 sq ft minimum lot size to R-1-10, Single Family Residential 10,000 sq ft minimum lot size on approximately 4.4 acres located at the intersection of Crimson Ridge Drive and Little Valley Road.**Discussion** The main issue with this request is the 200' buffer in the General Plan for this property on the area adjacent to Little Valley Road. Therefore to be consistent with the General Plan and also with zoning recently approved for the adjacent "Villages at Little Valley" subdivision, the PC recommends that an area 200' deep along Little Valley Road remain RE-20 and the balance of the property (approx half the property) be zoned R-1-10. The applicant expressed satisfaction with this recommendation at the PC meeting.**Cost** \$0.00**City Manager Recommendation** Appears to meet the general plan and is consistent with the other developments in the area. PC recommended approval.**Action Taken****Requested by** Bob N**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

# Zone Change

PLANNING COMMISSION AGENDA REPORT: **03/11/2014 (TABLED)**  
PLANNING COMMISSION AGENDA REPORT: **03/25/2014**  
CITY COUNCIL SET DATE: **04/03/2014**  
CITY COUNCIL MEETING: **04/17/2014**

## ZONE CHANGE

**Crimson Cove – Little Valley**  
Case No. 2014-ZC-004

**Request:** To rezone a 2.306 acre parcel from RE-20 (Residential Estates 20,000 sq. ft. minimum lot size) to R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size). The property is generally located southwest of the intersection of Crimson Ridge Drive and Little Valley Road and west of Sun Valley Estates subdivision.

**Applicant:** Bar S Properties.  
1363 E 170 S #301  
St. George, Utah 84790

**Representative:** Mr. Zach Renstrom  
Bush & Gudgell

**Area:** 2.306 acres (entire project is 4.409 acres)

**Current Zone(s):** RE-20 (Residential Estates – 20,000 s.f. minimum lot size)

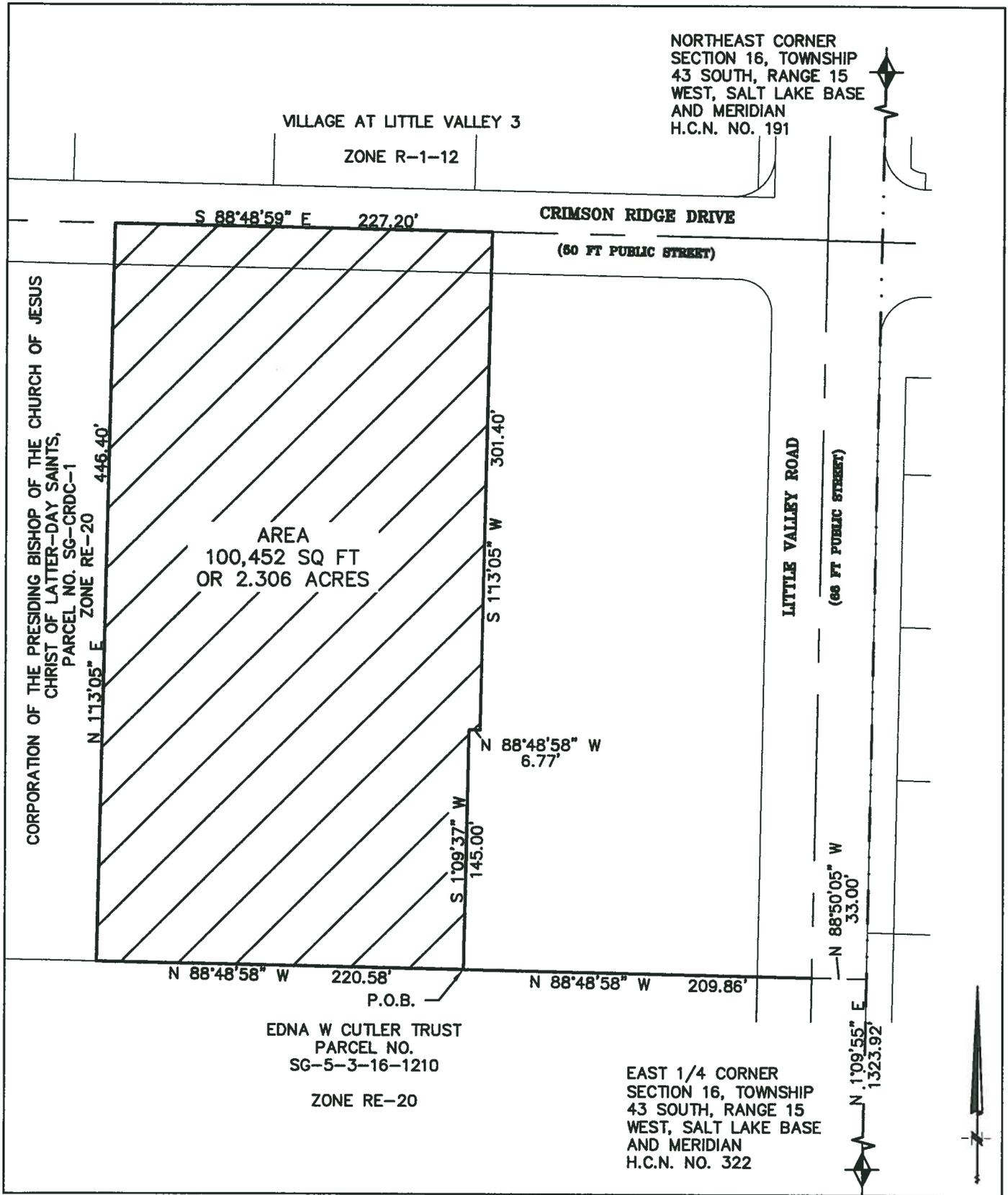
**General Plan:** LDR - Low Density Residential (Up to 4 du/acre). It is adjacent to a RR (Rural Residential) 200' foot buffer to the east on Little Valley Road.

**Density:** R-1-10 portion of this Project – 7 Lots on 2.306 acres = **3.03 du/acre**  
*(Entire Project – 10 Lots on 4.409 acres = 2.2 du/acre)*

**Adjacent zones:** North: RE-20 & R-1-12  
East: RE-20  
South: RE-20  
West: RE-20 & R-1-12

**Project:** This zone change if approved would allow for the future submittal of residential subdivision plats.

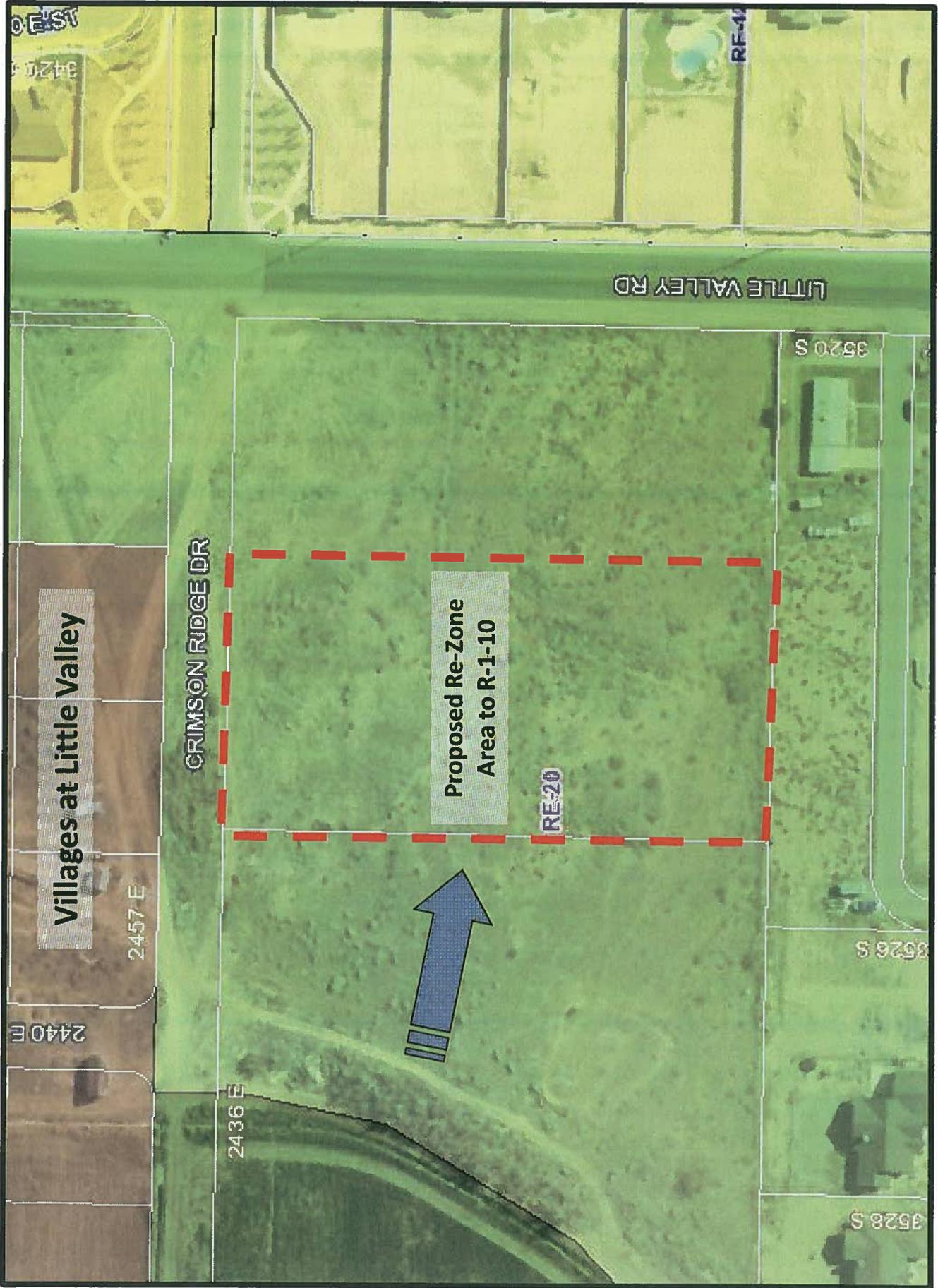
**Comments:** Planning Commission **recommended approval (7-0).**



**EXHIBIT B**  
**CRIMSON COVE**  
**ZONE CHANGE**



**BUSH & GUDGELL, INC.**  
Engineers - Planners - Surveyors  
205 East Tabernacle Suite #4  
St. George, Utah 84770  
Phone (435) 673-2337 / Fax (435) 673-3161



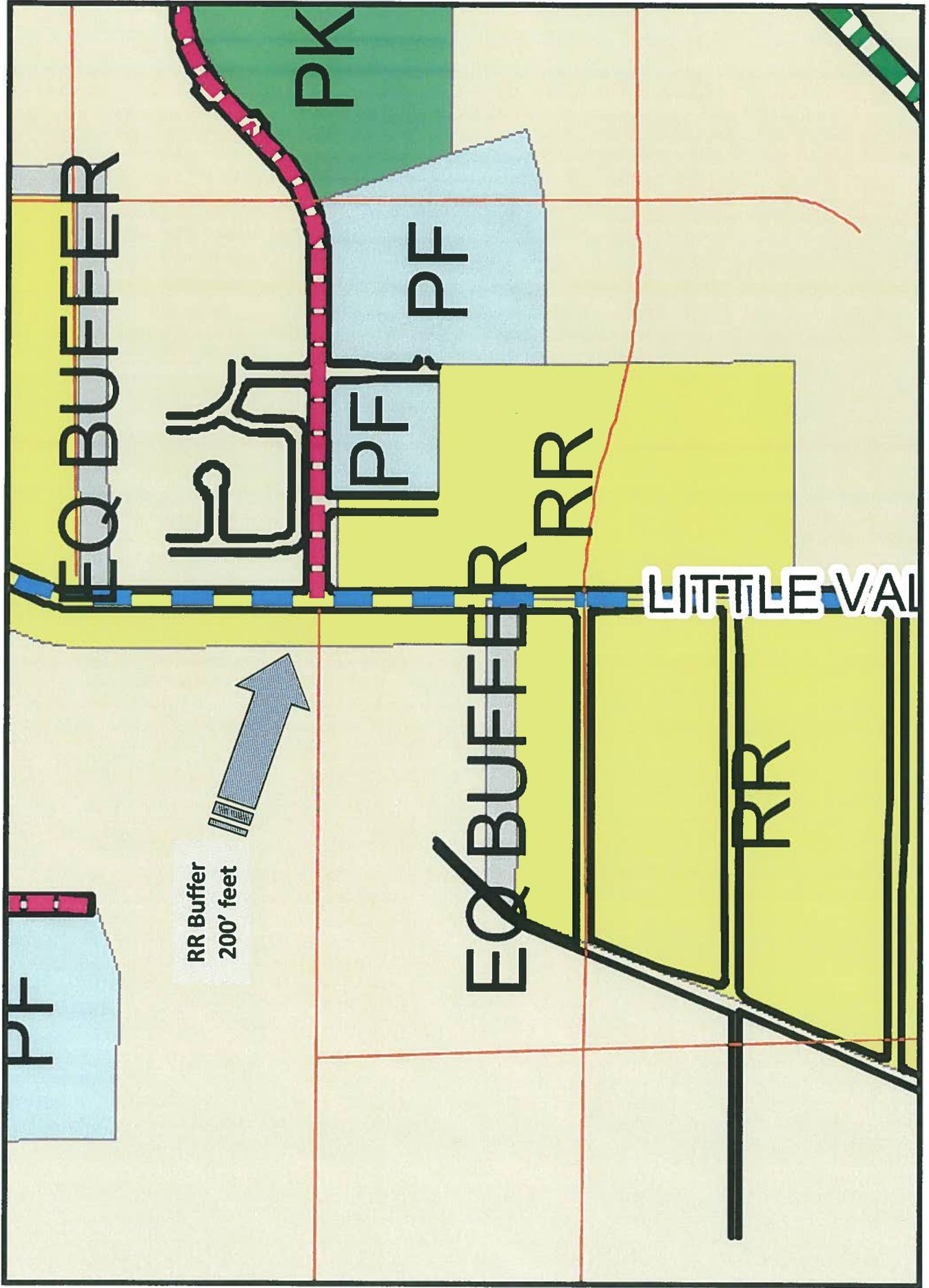
Existing Zoning



Vicinity of Proposed Re-Zone Area



Vicinity of Proposed Re-Zone Area - Zoning



Little Valley General Plan - 200' Foot Rural Residential (RR) Buffer



200' Foot Rural Residential (RR) Buffer

**Planning Commission**

**- Recommendation -**

**Villages at Little Valley**

CRIMSON RIDGE DR

2436 E

**This section  
to R-1-10**

**Remains  
RE-20  
(NO CHANGE)**

LITTLE VALLEY RD

3520 S

3532 S

3526 S

3520 S

**PC Recommendation – Rezone the west portion to R-1-10, no change to the RE-20 Zone**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE ZONE FROM RE-20 TO R-1-10 ON 2.306 ACRES**

**WHEREAS**, the property owner has requested a zone change on 2.306 acres from RE-20 (Residential Estates) to R-1-10 (Single-Family Residential); and

**WHEREAS**, the City Council held a public hearing on this request on April 17, 2014; and

**WHEREAS**, the Planning Commission recommends approval of the requested zone change; and

**WHEREAS**, the City Council has determined that the requested change to the Zoning Map is justified at this time and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

**NOW, THEREFORE, BE IT ORDAINED**, by the St. George City Council, as follows:

**Section 1. Repealer.** Any provision of the St. George City Code found to be in conflict with this ordinance is hereby repealed.

**Section 2. Enactment.** The City Zoning Map is hereby ordered to be changed to reflect the zone change from RE-20 to R-1-10 on 2.306 acres generally located southwest of the intersections of Crimson Ridge Drive and Little Valley Road, and more specifically described on the attached property legal description, Exhibit "A".

**Section 3. Severability.** If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

**Section 4. Effective Date.** This Ordinance shall take effect immediately upon posting in the manner required by law.

APPROVED AND ADOPTED by the City Council of the City of St. George, this 17<sup>th</sup> day of April, 2014.

\_\_\_\_\_  
Jonathon T. Pike, Mayor

ATTEST:

\_\_\_\_\_  
Christina Fernandez, City Recorder

## **Exhibit "A"**

### **CRIMSON COVE SUBDIVISION ZONE CHANGE LEGAL DESCRIPTION**

BEGINNING AT A POINT N 1°09'55" E 1323.92 FEET ALONG THE EAST SECTION LINE OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 43 SOUTH, SALT LAKE BASE AND MERIDIAN AND N 88°50'05" W 33.00 FEET AND N 88°48'58" W 209.86 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION AND RUNNING THENCE N 88°48'58" W 220.58 FEET; THENCE N 1°13'05" E 446.40 FEET TO A POINT ON THE CENTER LINE OF CRIMSON RIDGE DRIVE, PREVIOUSLY KNOWN AS "EQUESTRIAN DRIVE"; THENCE S 88°48'59" E 227.20 FEET ALONG SAID LINE; THENCE S 1°13'05" W 301.40 FEET; THENCE N 88°48'58" W 6.77 FEET; THENCE S 1°09'37" W 145.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 100,452 SQ FT OR 2.306 ACRES MORE OR LESS

**DRAFT**Agenda Item Number : **6A****Request For Council Action**

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**Date Submitted** 2014-04-09 08:53:41

**Applicant** PC

**Quick Title** PC Report from 4/8/14

**Subject** Consider the report from the Planning Commission meeting held April 8, 2014.

**Discussion** The PC had a two-hour meeting on April 8th with the main discussion item a request to amend the General Plan for 8.6 acres at 1850 South River Road from Low to Medium Density Residential. That item will be set for a public hearing on May 1st. The other items for Council approval are 1 final plat, 5 preliminary plats, and 2 CUPs (CUPs are listed separately on agenda).

**Cost** \$0.00

**City Manager Recommendation** 6 plats and two CUP's. Setting one public hearing for a zone change that took most of the discussion time at Planning Commission.

**Action Taken**

**Requested by** Bob N

**File Attachments**

**Approved by Legal Department?**

**Approved in Budget? Amount:**

**Additional Comments**

**CITY OF ST. GEORGE  
WASHINGTON COUNTY, UTAH**

PLANNING COMMISSION REPORT: APRIL 8, 2014  
CITY COUNCIL MEETING: APRIL 17, 2014

1. **PUBLIC HEARINGS TO BE ADVERTISED FOR MAY 1, 2014**

Consider a request to **amend the City General Plan Land Use Map** by changing the land use designation from LDR (Low Density Residential) to MDR (Medium Density Residential) on approximately 8.62 acres located at approximately **1850 South and River Road**. The applicants are Mr. and Mrs. Cottam and the representative is Mr. Derek Wright. Case No. 2014-GPA-003. (Staff – Bob N.)

2. **FINAL PLAT (FP)**

Consider approval of a final plat for “**Villa Highlands at Hidden Valley Phase 1**” a fifteen (15) lot residential subdivision plat. The owner is SITLA / Ivory Homes and the representative is Rosenberg Associates. The property is zoned PD-R (Planned Development Residential) and is located at approximately Athens and Rome Drive. Case No. 2014-FP-014. (Staff – Todd J.)

3. **PRELIMINARY PLATS (PP)**

- A. Consider approval of a preliminary plat for “**The Garages at Sun River**” a private hobby garages subdivision not for commercial use. The applicant is Sun River St George and the representative is Mr. Matt Kelvington, Rosenberg Associates. The property is zoned PD-C (Planned Development Commercial) and is located at approximately 1200 Bluegrass Way. Case No. 2014-PP-017 (Staff – Wes J.).
- B. Consider approval of a preliminary plat for “**Jiffy Lube**” a one (1) lot commercial subdivision. The applicant is Novasource Sunwest LLC and the representative is Rosenberg Associates. The property is zoned PD-C (Planned Development Commercial) and is located at approximately 1425 South River Road. Case No. 2014-PP-019 (Staff – Wes J.).
- C. Consider approval of a preliminary plat for “**Aspen Estates**” an eighty (80) lot residential subdivision. The applicant is Development Solutions Group and the representative is Mr. Steve Kamlowsky. The property is zoned R-1-10 (Single Family Residential, 10,000 sq. ft. minimum lot size) and is located at 2905 South 3000 East. Case No. 2014-PP-020 (Staff – Wes J.).
- D. Consider approval of a preliminary plat for “**Tonaquint Valley Phases 4 & 6**” a forty-eight (48) lot residential subdivision. The applicant is Development Solutions Group and the representative is Mr. Logan Blake. The property is zoned R-1-10 (Single Family Residential, 10,000 sq. ft. minimum lot size) and is located at 1100 West Curly Hollow Drive. Case No. 2014-PP-021 (Staff – Wes J.).

- E. Consider approval of a preliminary plat for “**Tuscan Heights**” a twenty-one (21) lot residential subdivision. The applicant is Steve Larsen and the representative is Mr. Jared Madsen with Alpha Engineering. The property is zoned PD-R (Planned Development Residential) and is located near Plantations Drive and Province Way. Case No. 2014-PP-022 (Staff – Wes J.).

4. **CONDITIONAL USE PERMITS (CUP)**

- A. Consider a request to construct a **detached accessory structure** to a height of twenty-four (24) feet high. The property is located at 1890 E 800 N. The applicant is Mr. Gubler. Case No. 2014-CUP-005 (Staff – Craig H.)
- B. Consider a request to establish “**The Big Swap**” a proposed indoor swap meet at 1028 E Tabernacle (former Robert’s Crafts). The applicant is Mrs. Karen Sunderland. The property is zoned C-3 (General Commercial). Case No. 2014-CUP-006 (Staff – Ray S.)

5. **OTHER PLANNING COMMISSION BUSINESS**

- A. The **GPA** (General Plan Amendment) request for changing LDR (Low Density Residential) to COM (Commercial) at the intersection of **2450 South Street and River Road** was **tabled**. It was announced that a council workshop will be occurring on April 24<sup>th</sup> to review the proposal and that Planning Commissioners were invited to attend. Tentatively this may be rescheduled to return to the Planning Commission at a May PC meeting. Case No. 2014-GPA-004 (Staff – Bob N.)
- B. A request for a final plat amendment for “**Primrose Pointe Phase 4**” was **pulled** from the agenda. It is a request for a lot line adjustment between lots 46 and 47 and vacated public utility easements between said lots and to dedicate new easements. Located at approximately 160 South Arroyo Drive. Case No. 2014-FPA-017. (Staff Todd J.)
- C. Planning Commission members reported back positively as to their attendance experiences and training received at the **UAPA** (Utah chapter of the American Planning Association) **Spring Conference** in Springdale Utah on April 3<sup>rd</sup> & 4<sup>th</sup>. The event was deemed as highly successful and very beneficial to the new commissioners.
- D. The Planning Commission had additional **training** discussions after the PC agenda business was completed; 1) Chairman Ross Taylor created and shared a chart of actions, considerations, and forms of motions with the new PC members, 2) One new PC member requested additional information be provided to train commissioners on the differences between legislative and administrative issues to which staff agreed to work on putting material together.

## PCR ITEM 2 Final Plat

PLANNING COMMISSION AGENDA REPORT: 04/08/2014  
CITY COUNCIL MEETING: 04/17/2014

### FINAL PLAT

#### **Villa Highlands at Hidden Valley Phase 1**

Case No. 2014-FP-014

**Request:** Approval of a 15 Lot Residential Subdivision Final Plat

**Representative:** Bob Hermandson, Bush and Gudge  
205 E. Tabernacle St., Suite 4  
St. George, UT 84770

**Property:** Located west of the intersection of Athens Drive and Rome Drive  
(Hidden Valley Development, at approximately 200 East and 3600  
South)

**Zone:** PD-R

**Staff Comments:** All aspects of this Final Plat were carefully looked at and reviewed  
by the Community Development Department staff, (which includes  
New Development Division staff and Planning & Zoning staff) and  
Legal Department staff and it meets all of the preliminary plat  
conditions and approvals.

**P.C.:** The Planning Commission recommends approval.



# PCR ITEM 3A

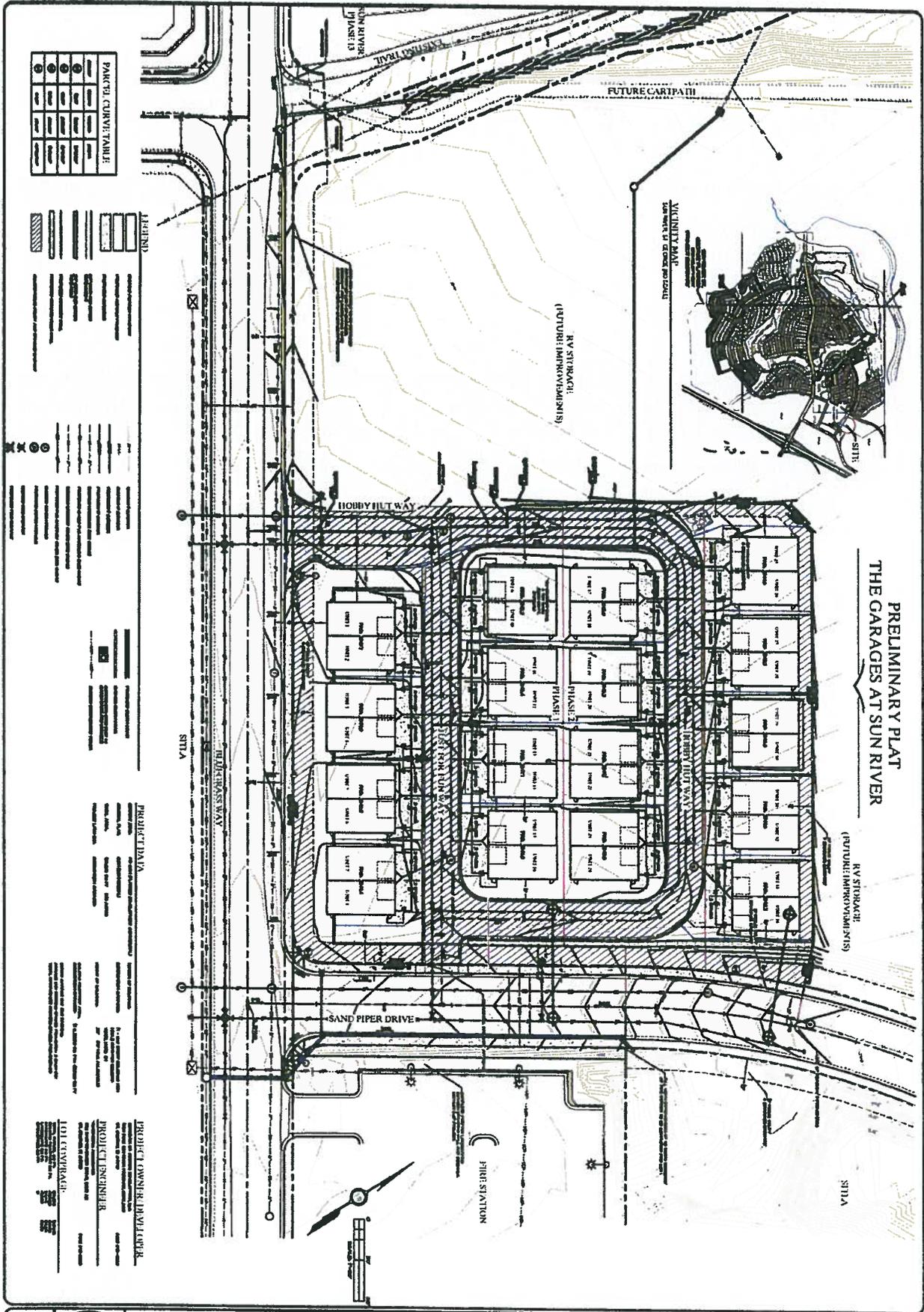
## Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 04/08/2014  
CITY COUNCIL MEETING: 04/17/2014

### PRELIMINARY PLAT

The Garages @ Sun River  
Case No. 2014-PP-017

- Request:** A request to approve a preliminary plat for a thirty-six (36) lot commercial subdivision
- Location:** The property is located at approximately 1200 Bluegrass Way
- Property:** 8.46 acres
- Number of Lots:** 36
- Density:** 4.255 DUA
- Zoning:** PD-C
- Adjacent zones:** North = OS & R-1-10 (River Stone)  
East = PD-R (Sun River residences)  
West = PD-C  
South = PD-C
- General Plan:** RV
- Applicant:** Rosenberg Associates
- Representative:** Matt Kelvington
- Comments:** There was a discussion regarding water meters for this project; the applicant desires to be approved for shared water meters even though there will be individual ownership of the garages. This matter is subject to legal and water department review and resolution.
- Note: Previously the City Council approved the garages project by a zone change (Case No. 2012-ZC-019 on December 6, 2012). That ZC amended the 'use' list by adding 'private hobby and storage garage / building for personal, non-commercial use.'*
- P.C.:** The Planning Commission recommends approval (5:0) subject to meter resolution.



**PARTIAL CURVE TABLE:**

Curve No.	Radius (ft)	Chord (ft)	Central Angle (deg)	Area (sq ft)
1	100	100	90	7854
2	150	150	90	1767
3	200	200	90	3142
4	250	250	90	4712
5	300	300	90	6382
6	350	350	90	8152
7	400	400	90	10022
8	450	450	90	11992
9	500	500	90	14062
10	550	550	90	16232

**LEGEND:**

[Symbol]	Proposed Building Footprint
[Symbol]	Proposed Parking Spaces
[Symbol]	Proposed Driveways
[Symbol]	Proposed Utility Lines
[Symbol]	Proposed Fencing
[Symbol]	Proposed Landscaping
[Symbol]	Proposed Site Elevation
[Symbol]	Proposed Survey Points
[Symbol]	Proposed Easements
[Symbol]	Proposed Right-of-Way
[Symbol]	Proposed Access Points
[Symbol]	Proposed Fire Station
[Symbol]	Proposed Future Improvements

**PROJECT DATA:**

Project Name:	THE GARAGES AT SUN RIVER STORAGE
Location:	SUN RIVER ST, GEORGE DEVELOPMENT, ST. GEORGE, UT
Client:	[Redacted]
Architect:	ROSENBERG ASSOCIATES
Engineer:	[Redacted]
Scale:	1" = 20'
Date:	[Redacted]

**PROJECT OWNER'S REPRESENTATIVE:**

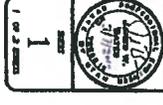
Name:	[Redacted]
Title:	[Redacted]
Company:	[Redacted]
Address:	[Redacted]
City:	[Redacted]
State:	[Redacted]
Zip:	[Redacted]
Phone:	[Redacted]
Fax:	[Redacted]
Email:	[Redacted]

**PROJECT ENGINEER:**

Name:	[Redacted]
Title:	[Redacted]
Company:	[Redacted]
Address:	[Redacted]
City:	[Redacted]
State:	[Redacted]
Zip:	[Redacted]
Phone:	[Redacted]
Fax:	[Redacted]
Email:	[Redacted]

**LOCAL JURISDICTION:**

Name:	[Redacted]
Title:	[Redacted]
Company:	[Redacted]
Address:	[Redacted]
City:	[Redacted]
State:	[Redacted]
Zip:	[Redacted]
Phone:	[Redacted]
Fax:	[Redacted]
Email:	[Redacted]

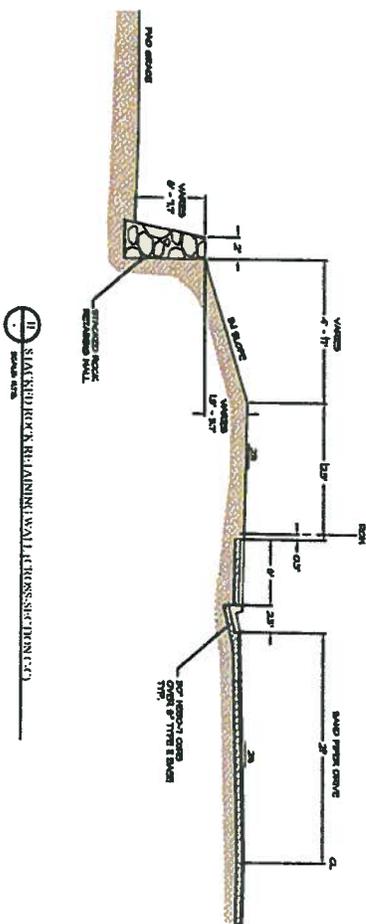
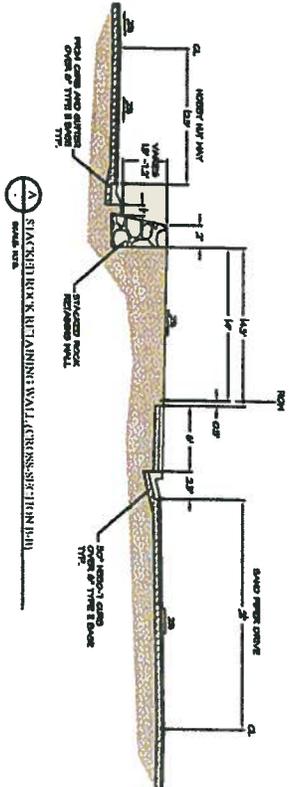
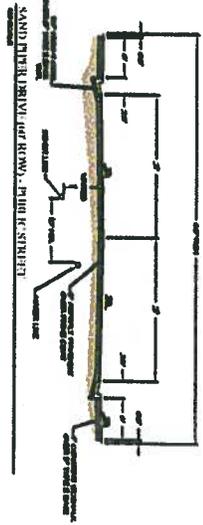
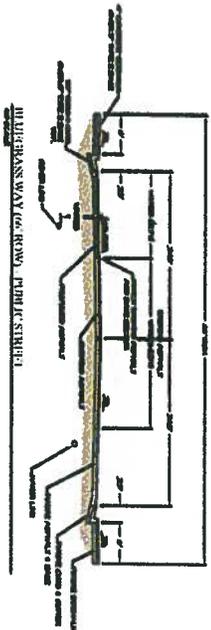


**PRELIMINARY PLAT**  
**FOR**  
**THE GARAGES AT SUN RIVER STORAGE**  
 SUN RIVER ST, GEORGE DEVELOPMENT  
 ST. GEORGE, UT



**REVISIONS:**

No.	Description	Date
1	Initial Issue	12/31/2024



# PCR ITEM 3B

## Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 04/08/2014  
CITY COUNCIL MEETING: 04/17/2014

### PRELIMINARY PLAT

Jiffy Lube

Case No. 2014-PP-019

**Request:** A request to approve a preliminary plat for a one (1) lot commercial subdivision

**Location:** The property is located at approximately 1425 S River Road

**Property:** 0.66 acres

**Number of Lots:** 1

**Density:** 1.51 DUA

**Zoning:** PD-C

**Adjacent zones:** This plat is surrounded by the following zones:  
North – R-1-10  
South – R-1-10  
East – R-1-10  
West – R-1-10

**General Plan:** Commercial

**Applicant:** NovaSource Sunwet LLC

**Representative:** Matt Kelvington, Rosenberg Associates

**Comments:** There was a discussion of river armoring occurring by the NRCS, retaining wall and armor by applicant, and proposed landscaping.

**P.C.:** The Planning Commission recommends approval (5:0).





# PCR ITEM 3C

## Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: **04/08/2014**  
CITY COUNCIL MEETING: **04/17/2014**

### PRELIMINARY PLAT

Aspen Estates

**Case No. 2014-PP-020**

**Request:** A request to approve a preliminary plat for an eighty (80) lot residential subdivision

**Location:** The property is located at 2905 S 3000 E

**Property:** 26.46 acres

**Number of Lots:** 80

**Density:** 3.02 DUA

**Zoning:** R-1-10

**Adjacent zones:** This plat is surrounded by the following zones:  
North – R-1-10  
South – R-1-10  
East – A-1  
West – A-1

**General Plan:** LDR

**Applicant:** Development Solutions Group, Inc

**Representative:** Steve Kamlowsky

**Comments:** There was a discussion that lot size averaging will be incorporated into the subdivision, that the east-west road shown between phases 5 and 6 should be 'punched through' to provide connectivity with future residential development to the west, and that the ROW of 'Road G' on the east side of the project needs be resolved to satisfaction of the City.

**P.C.:** The Planning Commission recommends approval (5:0) with the conditions that the plat be revised to show the road between phase 5 and 6 extended, that the ROW for 'Road G' be resolved, and that the Legal Department review and approve corrections.



# PCR ITEM 3D

## Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: **04/08/2014**  
CITY COUNCIL MEETING: **04/17/2014**

### PRELIMINARY PLAT

Tonaquint Valley Phases 4 & 6  
**Case No. 2014-PP-021**

**Request:** A request to approve a preliminary plat for a forty-eight (48) lot residential subdivision

**Location:** The property is located at 1100 West Curly Hollow Drive

**Property:** 15.116 acres

**Number of Lots:** 48

**Density:** 3.15 DUA

**Zoning:** R-1-10

**Adjacent zones:** This plat is surrounded by the following zones:  
North – R-1-8  
South – R-1-10  
East – R-3  
West – R-1-10

**General Plan:** Low and Medium Density Residential

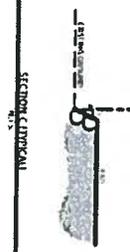
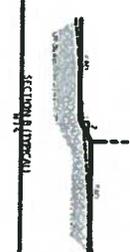
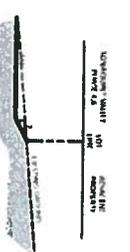
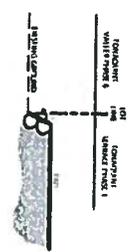
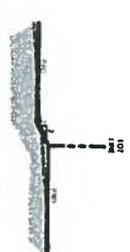
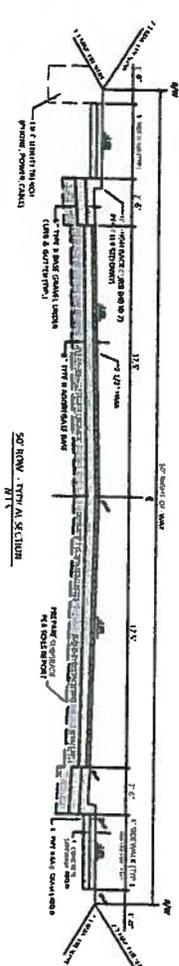
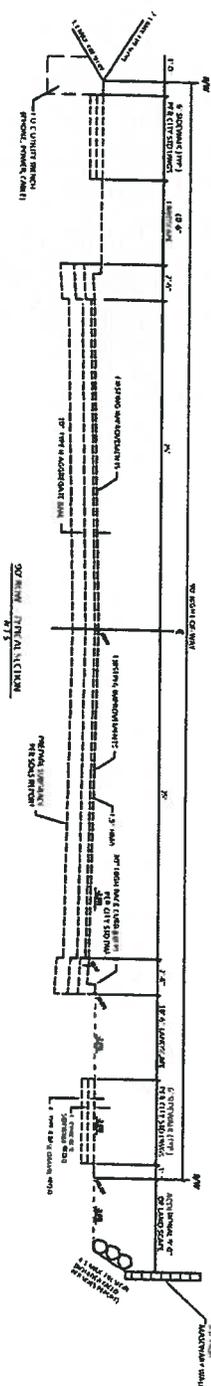
**Applicant:** Development Solutions Group, Inc

**Representative:** Logan Blake

**Comments:** There was a discussion that water be provided to the subdivision subject to the satisfaction of the City; that a water line 'loop' be installed such that a 'dead-end line' shall not occur.

**P.C.:** The Planning Commission recommends approval (5:0) with the condition that the water connection be resolved to the satisfaction of the City Water Department and subject to Legal Department review and approval.





**DEVELOPMENT SOLUTIONS, INC.**  
 LAND PLANNERS, CIVIL ENGINEERS

113 East 100 North Suite 42  
 St. George, UT 84770  
 Office: (435) 638-1212 Fax: (435) 638-2553  
 www.devsol.com

**DT-1**

2 OF 3 TOTAL

PROJECT: **TONAQUINT VALLEY PHASES 4 & 6**  
 LOCATED IN ST. GEORGE, UT

PRELIMINARY PLAT

NO.	REVISION	DATE	BY



# ITEM 3E

## Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 04/08/2014  
CITY COUNCIL MEETING: 04/17/2014

### PRELIMINARY PLAT

Tuscan Heights

Case No. 2014-PP-022

- Request:** A request to approve a preliminary plat for a twenty-one (21) lot residential subdivision
- Location:** The property is located near Plantations Dr and Province Way
- Property:** 8.85 acres
- Number of Lots:** 80
- Density:** 2.4 DUA
- Zoning:** PD-R
- Adjacent zones:** This plat is surrounded by the following zones:  
North – PD-R  
South – R-1-10  
East – PD-R  
West – M&G
- General Plan:** LDR
- Applicant:** Steve Larsen
- Representative:** Jared Madsen, Alpha Engineering
- Comments:** There was a discussion that the plat be revised before proceeding on to City Council to show dedication of Open Space (a revised layout was shown to the PC and is to be provided to council), that the subdivision annex into the HOA and pay required HOA fees. It was noted that the original master plan for Tuscan Heights now has four separate ownerships and coordination is required between owners to ensure that the city approved plan be adhered to.
- P.C.:** The Planning Commission recommends approval (5:0) subject to council approval of the revised plat with open space and subject to Legal Department review and approval.





# PCR ITEM 4A

## CUP / Garage Height

PLANNING COMMISSION AGENDA REPORT: 04/08/2014  
CITY COUNCIL MEETING: 04/17/2014

### CONDITIONAL USE PERMIT Case No. 2014-CUP-005

**Request:** To construct a detached residential garage. The height will exceed the allowable building height of fifteen feet (15'), unless a conditional use permit is granted for a greater height.

**Property:** The subject residence is at 1890 East 800 North.

**Applicant:** Mr. Stephen Gubler  
1890 E. 800 N.  
St. George, Utah 84790

**Zoning:** RE-12.5 (Residential Estates – 12,500 s.f. minimum lot size)

**Ordinance:** The Title 10, Chapter 7B “Modifying Regulations,” Section 10-7B-6(B)(7) reads: *“Detached Garages and accessory building shall be limited to an overall height of fifteen feet (15’) for pitched roofs...unless a Conditional Use Permit is granted for a greater height”*. This structure will be ± twenty-four feet (24’) in height, thus necessitating the purpose of this conditional use permit request.

**Adj. Land:** Single-family residences

**P.C.:** The Planning Commission recommends approval with the following conditions and findings:

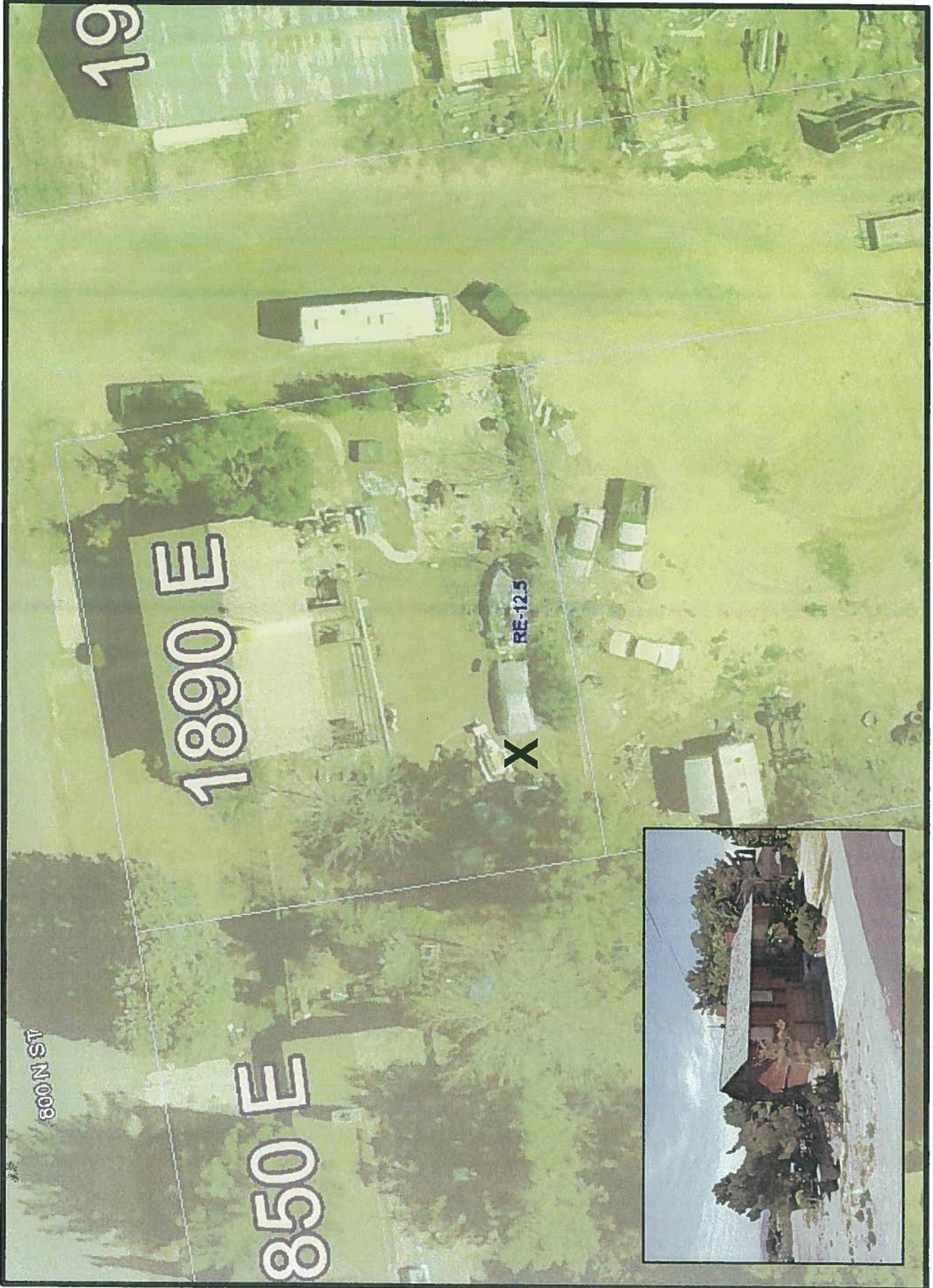
#### **Conditions:**

1. The proposed structure will be located in the rear yard approximately Fifteen feet six inches (15'-6") from the main dwelling and ten feet (10') from the side property line and eight feet (8') from the rear property line.
2. The detached garage is to be used for the storage of an RV.
3. The proposed height of 24' feet is to accommodate the RV.
4. The proposed structure will not encroach onto any City easements.
5. The detached garage will have a stucco finish and a tile roof. There will be a small attic storage area (non-living space) in the garage.

**Findings:** The following standards must be met to mitigate the reasonably anticipated detrimental effects **if imposed** as a condition of approval:

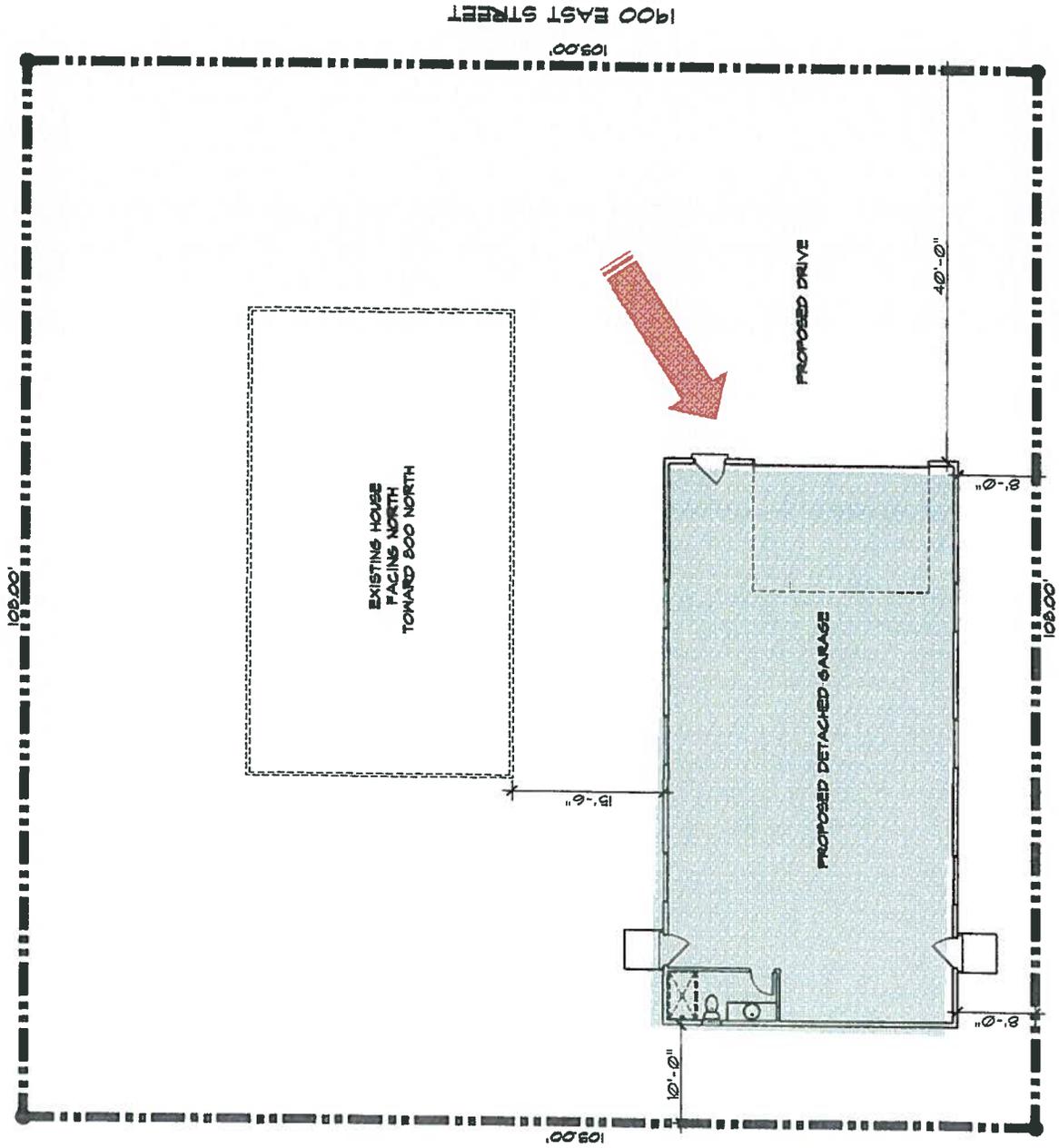
Yes	N/A	Category	Description
	N/A	A. Noise	1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses. "Excessive noise" generally means noise that is prolonged, unusual, or a level of noise that in its time, place and use annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.
	N/A	B. Dust	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious dust beyond the property line.
	N/A	C. Odors	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious odors beyond the property line.
The garage will have a stucco finish and tile roof.		D. Aesthetics	1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.
	N/A	E. Safety	1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rock fall, erosion, flooding, fire, hazardous materials, or related problems.  2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.
	N/A	F. Traffic	1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of

			<p>service grade or fall below a level of service "D".</p> <p>2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.</p>
The detached garage will be approximately 24' feet in height.		G. Height	<p>1. Buildings shall fit into the overall context of the surrounding area.</p> <p>2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.</p>
	N/A	H. Hours of Operation	<p>1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.</p>
	N/A	I. Saturation / Spacing	<p>1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas.</p>
A detached garage is within the existing character of the zone.		J. Maintain Character and purpose of zone	<p>1. Uses shall be consistent with the character and purpose of the zone within which they are located.</p>
	N/A	K. Public Health	<p>1. Use shall comply with all sanitation and solid waste disposal codes.</p> <p>2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)</p>



Vicinity & Zoning Map

800 NORTH STREET



Site Plan





# PCR ITEM 4B

## CUP / Swap Meet

PLANNING COMMISSION AGENDA REPORT: 04/08/2014  
 CITY COUNCIL MEETING: 04/17/2014

CONDITIONAL USE PERMIT  
 Case # 2014-CUP-006

**Request:** To establish an indoor swap meet.

**Property:** The property is located at 1028 E Tabernacle (former Robert's Crafts store).

**Zoning:** C-3 (General Commercial)

**General Plan:** COM (Commercial)

**Applicant:** Mrs. Karen Sunderland  
 2692 S 3050 E  
 St George, Utah 84790

**Ordinance:** Zoning Ordinance Section 10-10-2 requires approval of a conditional use permit for a swap meet.

	C1	C2	C3	C4
Retail sale of goods with some operations outdoors, including the following and similar uses:				
 Auction establishment (retail goods only), swap meets	N	C	C	N
Building materials sales	N	N	P	N
Cabinet shop	N	N	P	N

**Layout:** It is proposed to use the entire first floor level for this business; approximately 16,000 square feet. The lower level is approximately 8,000 square feet and is separate businesses (e.g. SWIG's bakery, a church, dance studio, perks, etc.)

**Parking:** Off street parking has been calculated as follows: Section 10-19-5 requires 1 space per every 250 square feet of retail space (1:250). There are 96 spaces on site. The swap meet area is  $16,000 / 250 = 64$  spaces required.

**Circulation:** Primary access is from an existing two way driveway on Tabernacle, but access can also be from 1000 East Street.

**Landscaping:** Existing landscaping exists. No new landscaping is required.

**Adj. Land Uses:** South: Fire Station No. 1 (C3 zone)  
North: Commercial (C2 zone)  
West: Commercial (C3 zone)  
East: Commercial (C3 zone)

**Height:** Existing building – no height change.

**Narrative:** The applicant has provided a narrative describing the proposed swap meet (see attached).

**Comments:** Previous Operation: The same business was previously operated at 415 South Dixie Drive for approximately six (6) months in a 7,000 sq. ft. area (this proposal is for 16,000 sq. ft.)

Days: It's proposed to operate Thursday thru Sunday (4 days) each week.

Hours: The approximate hours are 9 am to 5 pm.

Vendors: The swap meet will have vendors (see floor plan) that sell antiques, crafts, merchandise, baked goods, popcorn, nuts, candies, and foods. The applicant stated that the vendors are to be 'permanent vendors,' and that they will have areas set up on a long term basis.

No restaurant: No interior restaurant is proposed (note that parking will not accommodate a restaurant). Note that a restaurant requires a parking ratio of 1:100.

Restrooms: The Planning Commission asked if the restrooms were adequate for a swap meet. Although not a typical zoning question, staff met the next day with the Building Department; as part of the business license approval process, a site inspection is required that will include determining if the occupancy and facility will comply with the International Building Code standards. The applicant is encouraged to meet with Building to discuss.

Vendor Business License: There was a discussion of individual business licenses; the applicant stated that she has a contract with vendors that they will each obtain a city business license.

Fire Department Inspection: As part of the business license process the Fire Marshall will inspect and review occupancy codes for a swap meet.

Swap Meet Parking: The Planning Commission discussed parking concerns for a swap meet. Staff evaluated the previous site and this current site based on the 1:250 standards for retail sales. The applicant can be requested to condition vendor parking to encourage carpooling, parking away from close to building, etc.

Signage: All signage requires a separate review process; a sign permit will need to be submitted for staff review. Signage is not covered under this CUP.

**P.C.:** The Planning Commission recommends approval with findings (5:0).

**Findings:** The following standards must be met to mitigate the reasonably anticipated detrimental effects **if imposed** as a condition of approval:

Yes	N/A	Category	Description
	N/A	A. Noise	1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses. "Excessive noise" generally means noise that is prolonged, unusual, or a level of noise that in its time, place and use annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.
	N/A	B. Dust	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious dust beyond the property line.
	N/A	C. Odors	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious odors beyond the property line.
No exterior building changes have been proposed		D. Aesthetics	1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.

	N/A	E. Safety	<p>1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rock fall, erosion, flooding, fire, hazardous materials, or related problems.</p> <p>2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.</p>
<p>Comply with all applicable City traffic engineering standards.</p> <p>Encourage car pooling.</p>	N/A	F. Traffic	<p>1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D".</p> <p>2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.</p>
<p>No height change is proposed (existing building)</p>	N/A	G. Height	<p>1. Buildings shall fit into the overall context of the surrounding area.</p> <p>2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.</p>
<p>It is anticipated to operate 4 days a week; typical retail store hours of 9-5.</p>	N/A	H. Hours of Operation	<p>1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.</p>
	N/A	I. Saturation / Spacing	<p>1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas.</p>

No exterior character change has been proposed.		J. Maintain Character and purpose of zone	1. Uses shall be consistent with the character and purpose of the zone within which they are located.
Shall comply with all applicable health standards (City/County/Federal)		K. Public Health	1. Use shall comply with all sanitation and solid waste disposal codes.  2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)

To Whom It May Concern,

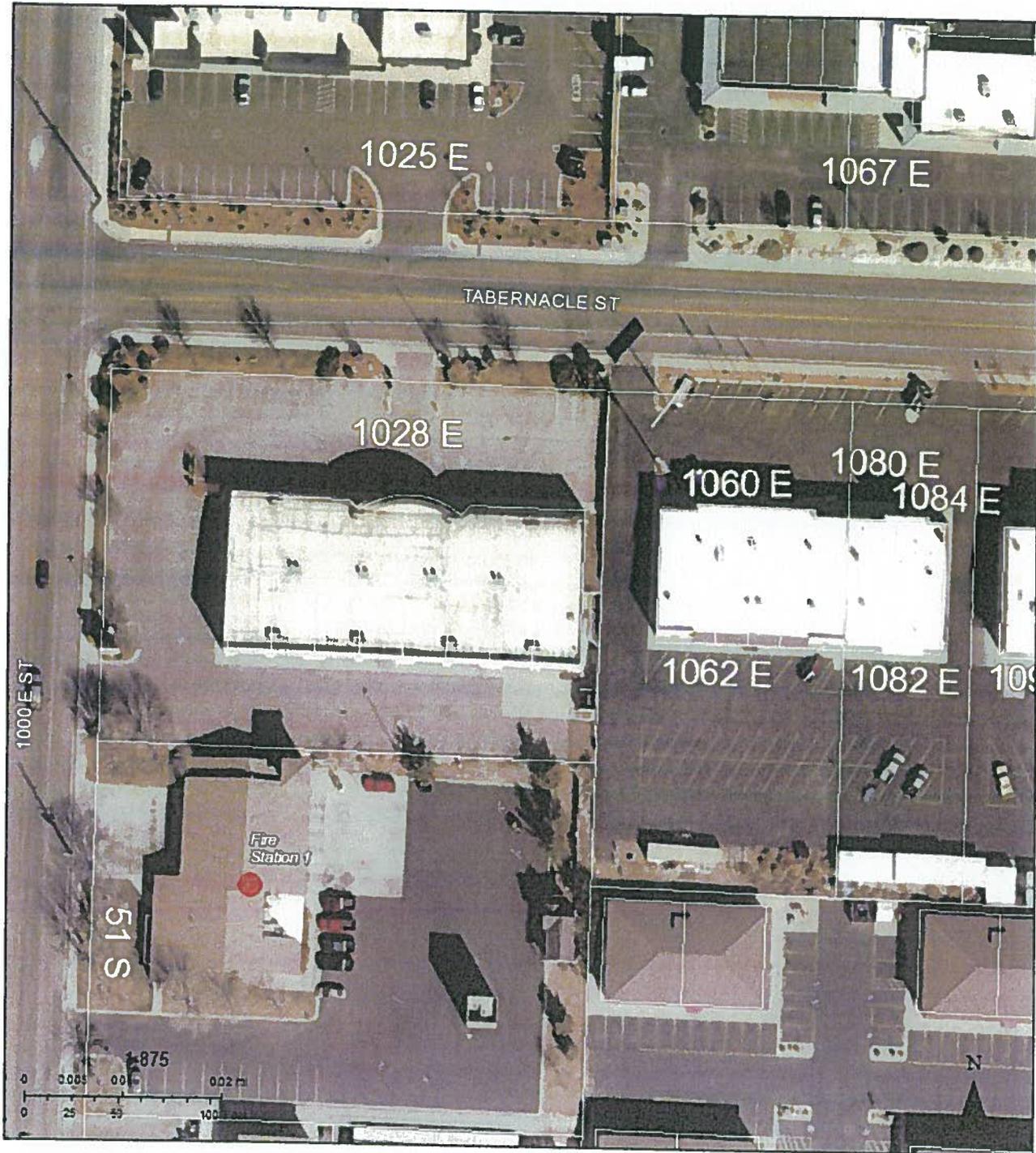
March 19th 2014

The Big Swap is a shoppers market where small businesses can have a great opportunity. The Big Swap is under one roof with approximately 100 vendors together. Vendors are small business owners who sell merchandise to the public.

The Big Swap started at 415 south Dixie Dr. St. George UT. We were open for six months and now want to relocate to 1028 east Tabernacle. We will be open Thursday, Friday, Saturday, and Sunday. Subject to change hours and days.

The Big Swap will have vendors that sell new, used, antiques, crafts, merchandise. Also baked goods, popcorn, nuts, candies, and foods.

The Big swap Karen Sunderland  
K Sunderland





## 1028 E Tabernacle

Made by the City of St. George GIS Department  
 SGCityMaps - <http://maps.sgcity.org/sgcitymaps>

March 10, 2014

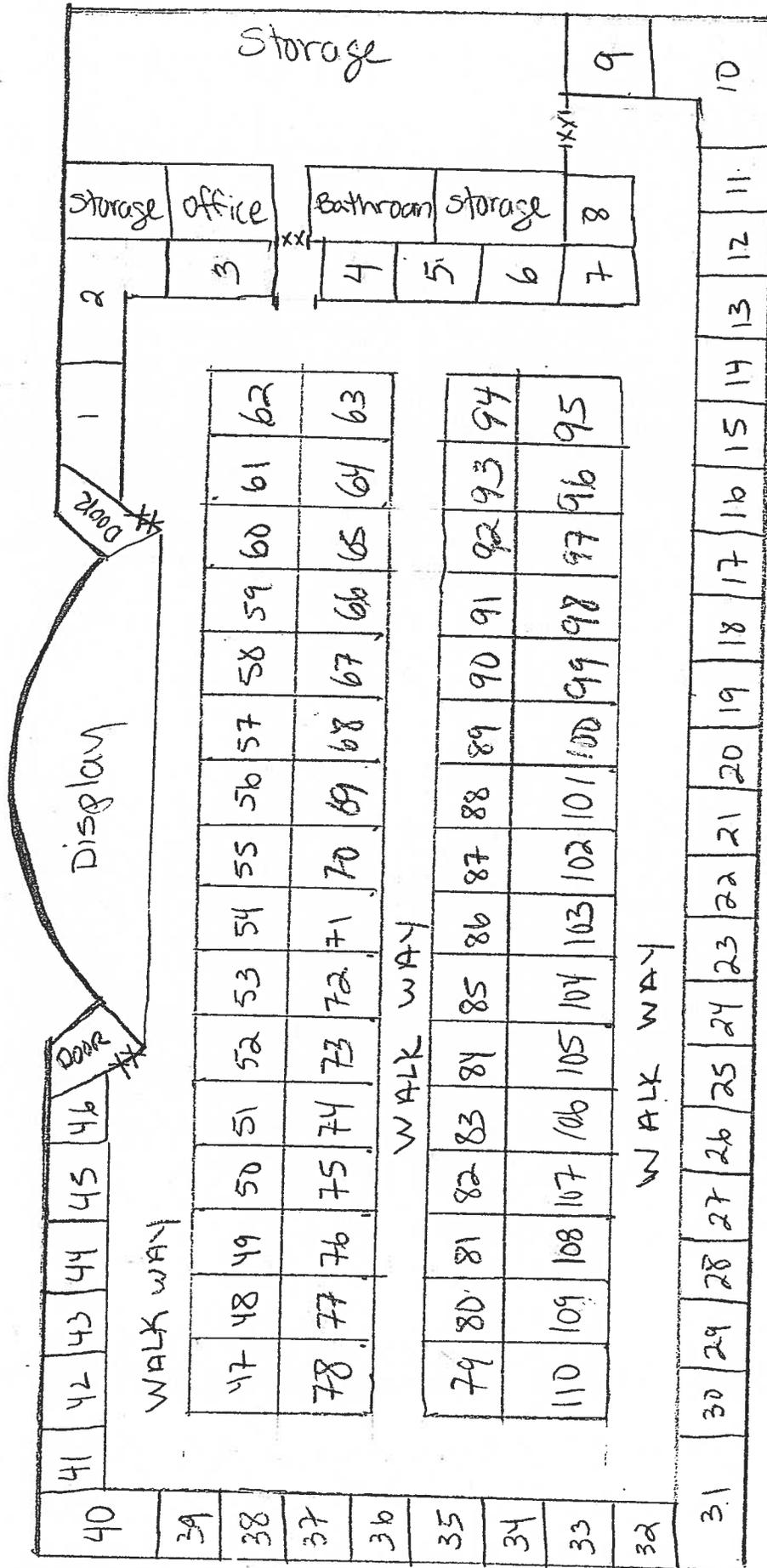






Front

XX - POORS



# Account 0569130

### Location

Account Number 0569130  
 Parcel Number SG-TCCO-201  
 Tax District 08 - St George City  
 Situs 1028 E TABERNACLE ST #201 , ST GEORGE  
 Acres 0  
 Legal Subdivision: TABERNACLE COMMERCIAL CONDO (SG) Unit: 201  
 Child Accounts  
 Child Parcels  
 Parent Accounts 0375207  
 Parent Parcels SG-1145-B

### Owner

Name STANLEY L GUBLER LTD  
 2507 E 3770 S  
 SAINT GEORGE, UT 84790

### Value

Market (2013) \$874,000  
 Taxable \$874,000  
 Tax Area: 08 Tax Rate: 0.012246  
 Type Actual Assessed Acres  
 Non  
 Primary \$679,100 \$679,100 0.360  
 Improved  
 Non  
 Primary \$194,900 \$194,900 0.450  
 Land

### Transfers

#### Entry Number

[00893552](#)  
[00587180](#)  
[00578365](#)  
[00576065](#)  
[00562334](#)

#### Recording Date

[08/04/2004 02:10:00 PM](#)  
[01/02/1998 12:07:00 PM](#)  
[09/30/1997 04:27:00 PM](#)  
[09/05/1997 02:24:00 PM](#)  
[04/07/1997 05:00:00 PM](#)

[B: 1659 P: 2604](#)  
[B: 1164 P: 558](#)  
[B: 1137 P: 535](#)  
[B: 1130 P: 683](#)  
[B: 1090 P: 14](#)

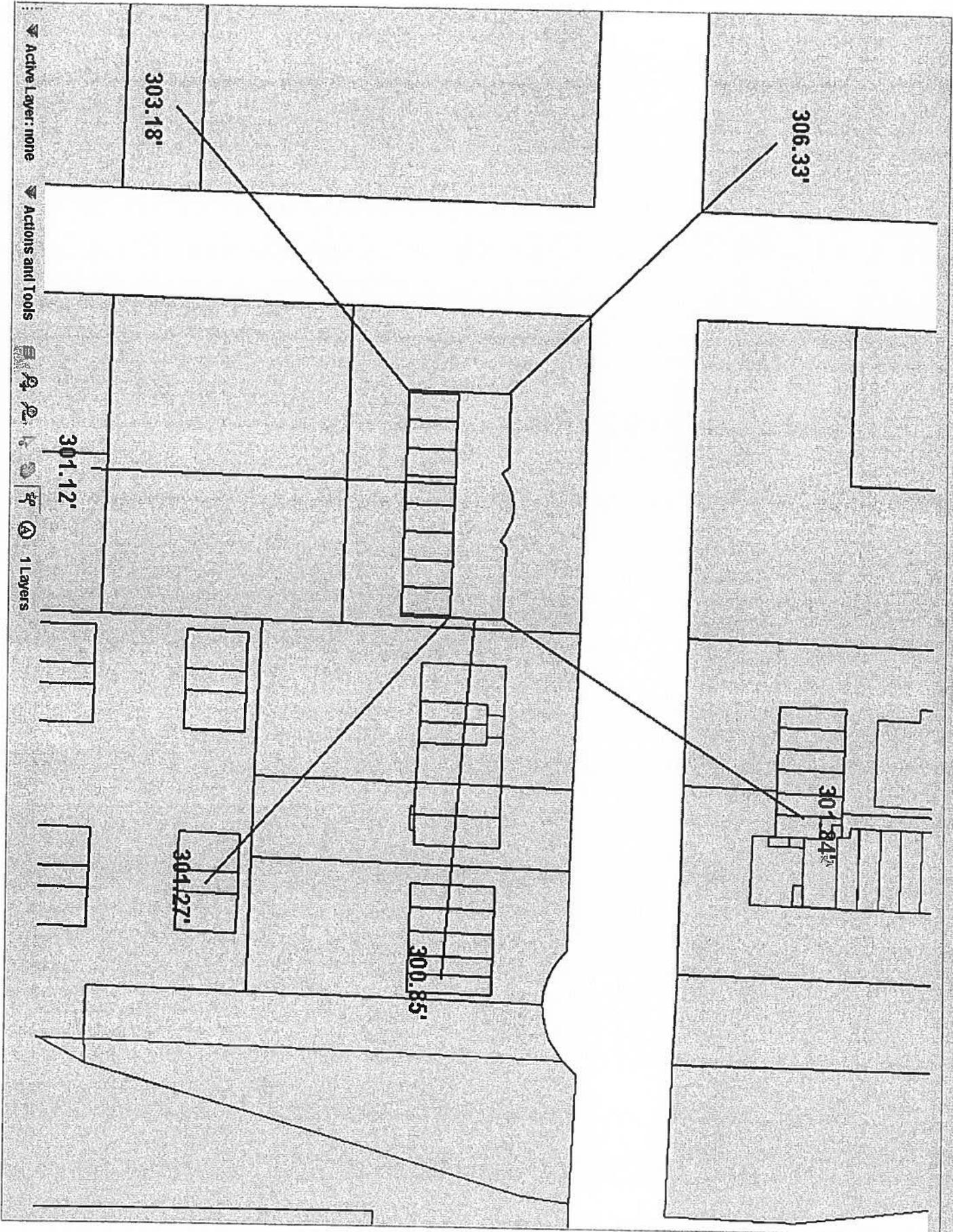
### "Tax"

Tax Year	Taxes
2013	\$10,703.00
2012	\$11,678.21

### Images

- [GIS](#)





**DRAFT**Agenda Item Number : **6B****Request For Council Action**

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**Date Submitted** 2014-04-09 09:00:48**Applicant** Mr. Stephen Gubler**Quick Title** CUP for 24' high detached garage**Subject** Consider a request for a conditional use permit to construct a detached garage to a height of 24' at 1890 E. 800 N. in a RE-12.5 zone.**Discussion** The applicant proposes to build a detached garage behind his home in Middleton in an RE-12.5 zone. The garage height is for the purpose of storing a RV. The garage will have a stucco finish and tile roof, similar to the home. There has been no opposition to the request. The PC recommends approval.**Cost** \$0.00**City Manager Recommendation** PC recommends approval and is consistent with past actions.**Action Taken****Requested by** Craig Harvey (BN)**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

**DRAFT**Agenda Item Number : **6C****Request For Council Action**

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**Date Submitted** 2014-04-09 09:11:28**Applicant** Mrs Karen Sunderland**Quick Title** CUP for swap meet in a C-3 zone**Subject** Consider a request for a conditional use permit to operate a swap meet in an existing building at 1028 E. Tabernacle Street in a C-3 zone(former Robert's Craft store).**Discussion** In the zoning code, swap meets are listed as a conditional use and therefore require a conditional use permit (CUP). The main issue at the PC meeting was the parking availability and the number of restrooms. The location is the first floor of the former Robert's Craft store. The first floor has 16,000 sq ft of area, and the lower floor has 8,000 sq ft with other tenants (church, dance studio, & small bakery). The entire property has 96 parking spaces and based on a retail store requirement, the swap meet is required to have 64 spaces. (16,000sq' divided by 250). There is not a specific listing for swap meets in the parking section of the zoning code. The PC recommends approval of the CUP noting that the swap meet proposes to operate only Thursday thru Sunday.**Cost** \$0.00**City Manager Recommendation** PC recommends approval.**Action Taken****Requested by** Ray Snyder (BN)**File Attachments****Approved by Legal Department?****Approved in Budget?** Amount:**Additional Comments**

**DRAFT**Agenda Item Number : **6D****Request For Council Action**

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**Date Submitted** 2014-04-09 11:49:40

**Applicant** City of St George

**Quick Title** Approval of grant contract with Division of State History

**Subject** Consider approval of a grant contract with the Division of State History for a \$10,000 matching grant for various historic preservation projects.

**Discussion** The city participates in the 'Certified Local Government' historic preservation program. As such the city is eligible to receive a matching grant every two years for preservation projects. The city's Historic Preservation Commission recommends the \$10,000 grant (and \$10,000 match) be used for three projects; (1) \$900 to cover one staff to attend annual CLG Preservation conference in SLC in May, (2) \$\$3,100 to update and reprint the city's Historic Landmarks book which has been popular with the public (200+ copies sold over past 3 years), and (3) \$16,000 for a 'reconnaissance level survey' of archaeological sites within the city (survey approx 800 acres). The city would hire a consultant to perform the survey. The city will have 18 months to complete the projects covered by the grant.

**Cost** \$0.00

**City Manager Recommendation** We have received this type of grants in the past. I think a little more information is need on the survey of archaeological sites. I will have more info for the meeting.

**Action Taken**

**Requested by** Historic Pres. Commi

**File Attachments**

**Approved by Legal Department?**

**Approved in Budget? Amount:**

**Additional Comments**



GARY R. HERBERT  
*Governor*

SPENCER J. COX  
*Lieutenant Governor*

Julie Fisher  
*Executive Director*  
*Department of*  
*Heritage & Arts*



Brad Westwood  
*Director*

April 1, 2014

Mr. Craig Harvey  
St. George City  
175 East 200 North  
St. George UT 84770

Dear Mr. Harvey:

Enclosed are three copies of the contract between Utah State History and St. George City. Please have the authorized representative complete the information below:

- Authorized signature and title under "contractor."
- Initial the other pages at the bottom indicating they have been read and agreed upon. (Some pages are two-sided.)
- **Check the appropriate box on item 7.a (Attachment C) of the contract regarding "related parties."**

**Return all three signed copies of the contract** agreement as soon as possible. We will obtain the rest of the signatures required and return a copy of the contract to you. (This usually takes 3-4 weeks.) *Contracts need to be signed by all parties by the third month after contract start date.*

Also enclosed is a packet of materials to help with the reimbursement process. Please read through the materials as soon as possible. Please contact me if you have any questions or otherwise need assistance.

Sincerely,

Debbie Dahl  
Grants Manager  
801-245-7233  
email: [ddahl@utah.gov](mailto:ddahl@utah.gov)



Contract # \_\_\_\_\_

# STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:  
 Department Name: Department of Heritage and Arts Agency Code: 710  
 Division Name: Utah State History, referred to as (STATE), and the following CONTRACTOR:

St. George City  
(Contractor)

175 East 200 North  
(Address)

St. George                      UT                      84770  
(City)                                      (State)                      (Zip)

- Legal Status of Contractor  
 Sole Proprietor  
 Non-Profit Corporation  
 For-Profit Corporation  
 Partnership  
 Governmental Agency

Contact Person Craig Harvey Phone # 435-627-4235 Email craig.harvey@sgcity.org  
Vendor # 37134D Commodity Code # n/a

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:  
grant funds to undertake local historic preservation projects under the Certified Local Government program.
3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX#, n/a, FY n/a  
 Bid# n/a or a pre-approved sole source authorization (from the Division of Purchasing) # SS n/a.
4. CONTRACT PERIOD: Effective Date: 4/1/2014 Termination Date: 8/31/2015, unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any) n/a. All payments under this contract will be completed within 90 days after the Termination Date.
5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$ 10,000 for costs authorized by this contract. Additional information regarding costs: See Attachment C. Paragraph 5 for details.
6. ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:  
 Attachment A - Division of Purchasing's Standard Terms and Conditions (for Utah Government Entities)  
 Attachment B - Scope of Work  
 Attachment C - Special Provisions  
**Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.**
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
  - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
  - b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid # n/a dated n/a.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR:**

\_\_\_\_\_  
Contractor's signature                      Date

\_\_\_\_\_  
Type or Print Name and Title

**STATE:**

\_\_\_\_\_  
Agency's signature                      Date

\_\_\_\_\_  
Director, Division of Purchasing                      Date

\_\_\_\_\_  
Director, Division of Finance                      Date

<u>Debbie Dahl</u>	<u>801-245-7233</u>	<u>801-533-3503</u>	<u>ddahl@utah.gov</u>
Agency Contact Person	Telephone Number	Fax Number	Email

**ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS  
(for Utah Government Entities)**

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6a, Utah Code, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to other types of procurement processes, including but not limited to Invitation for Bids or to Multiple Stage Bids.

**5.1 Status Verification System**

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including UCA Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

**5.2 Indemnity Clause for Status Verification System**

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
  2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code, as amended.
  7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
  8. **INDEMNITY CLAUSE, GOVERNMENTAL ENTITIES:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this agreement shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this agreement is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
  9. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place.

10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
12. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
14. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:**
  - 14.1 Upon thirty (30) days written notice delivered to the Contractor, this contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of the contract.
  - 14.2 Upon thirty (30) days written notice delivered to the Contractor, this contract may be terminated in whole or in part, or have the services and purchase obligations of the State proportionately reduced, at the sole discretion of the State, if the State reasonably determines that a change in available funds affects the State's ability to pay under the contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
  - 14.3 If a notice is delivered under paragraph 1 or 2 of this Section 14 "NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW," the State will reimburse the Contractor for products properly delivered or services properly performed up until the effective date of said notice. The State will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said notice.
  - 14.4 Notwithstanding any other paragraph or provision of this Section 14 "NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW," if the State in said notice to the Contractor indicates that the Contractor is to immediately cease from placing any orders or commitments with suppliers, subcontractor or other third parties, the Contractor shall immediately cease such orders or commitments upon receipt of said notice and the State shall not be liable for any such orders or commitments made after the receipt of said notice.
15. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at <http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf>. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
16. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
17. **INSURANCE:** Intentionally deleted.
18. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

19. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
20. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
21. **PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.
22. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Section 15-6-3. The IRS rate is adjusted quarterly, and is applied on a per annual basis, on the invoice amount that is overdue. All payments to the Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card).
23. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
24. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
25. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
26. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
27. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6a-2304.5, Utah Code, as amended).
28. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Attachment A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.
29. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 8 Jan 2014)

Attachment B

Scope of Work

St. George CLG Grant Project  
Contract with St. George City  
2014-2015

The grant funds and matching local contributions will be used to accomplish the work items detailed in the Budget and Work Description sections that follow. Utah State History must approve any changes to this Scope of Work.

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**PROPOSED BUDGET**

1	Conferences and Workshops		
	Utah Preservation Conference	\$900	
			Total \$900
2	Information and Education		
	Landmark & Historic Sites Book/Manual	\$3,100	
			Total \$3,100
3	Reconnaissance Level Survey		
	Professional Consultant Fees	\$16,000	
			Total <u>\$16,000</u>
			<b>Total Project Budget* \$20,000</b>

*\* Includes grant amount and local match.*

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**WORK DESCRIPTION**

- 1 Conferences and Workshops (\$900.00): Costs associated with sending members of the historic preservation commission to the Utah Preservation Conference, including travel, lodging, and per diem costs.

Project Standards: All expenditures must follow appropriate procurement standards in UTAH STATE HISTORY'S grant reimbursement guidelines. <http://heritage.utah.gov/history/grants-clgs>

- 2 Information and Education (\$3,100.00): The CLG will update and publish the third edition of the Landmark & Historic Sites book. This publication must also include the Acknowledgment of Support and Nondiscrimination Statement listed below.

**NATIONAL PARK SERVICE NOTICE REQUIREMENTS**

Acknowledgment of Support and Nondiscrimination Statement **MUST** be made in connection with all grant or match-funded publications, literature, and audio-visual materials. Projects that must include these are newsletters, pamphlets, brochures, booklets, plans, reports, etc. Press releases, publications, and any other public dissemination of information (including electronic materials such as World Wide Web pages) by a grantee made possible by grant assistance shall include the following statements:

**ACKNOWLEDGMENT OF SUPPORT**

The activity that is the subject of this [type of publication] has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior, and administered by the State Historic Preservation Office of Utah. The contents and opinions do not necessarily reflect the views or policies of the Department of the Interior or the Utah State Historic Preservation Office, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or the Utah State Historic Preservation Office.

**NONDISCRIMINATION STATEMENT**

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964,

Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street NW, Washington, D.C. 20240.

#### COPIES OF PUBLICATIONS

Upon publication, ONE (1) final copy in a digital format and THREE (3) hard copies must be submitted to SHPO. The digital copy of the publication will be furnished by SHPO to the National Park Service. The hard copies will be retained by SHPO, one copy will be filed with the contract, one copy will be included in our CLG products file, and one copy will be placed in the Utah History Information Center. Publications covered by this section include any publication produced as a result of research or any other work funded in whole or in part by CLG grants, except National Register Nominations and Inventories, which conform to their own submission requirements.

**Project Standards:** All expenditures must follow appropriate procurement standards in UTAH STATE HISTORY'S grant reimbursement guidelines. <http://heritage.utah.gov/history/grants-clgs>

- 3 **Reconnaissance Level Survey (\$16,000.00):** The CLG will hire a consultant to conduct a archaeological survey of approximately 800 acres in the city boundaries. The survey will consist of the following:
  - a Class 1 literature review of the area to identify the resources that may have already been recorded.
  - a Class 2 reconnaissance survey to formally record known sites using IMACS forms and standard methodology including appropriate maps and photographs.
  - a Class 3 intensive inventory (if funds allow) on prioritized City parcels determined by the above information.

**Project Standards:** Prior to starting the project the grant recipient must develop an appropriate work plan in conjunction with professional staff from the Division of State History History - Antiquities Section, and receive approval of that work plan.

All projects involving archaeological fieldwork, including surveys and site recording, will be carried out under the supervision of a Principal Investigator permitted by the State of Utah. Work that does not meet these standards will be ineligible for reimbursement.

The survey sites need to be recorded on IMACS forms. An inventory report and electronic GIS data must be submitted to UTAH STATE HISTORY. <http://heritage.utah.gov/history/archaeology-records>

ATTACHMENT C  
SPECIAL PROVISIONS

1. SCOPE OF WORK: See Attachment B.
2. ROLE OF STATE: STATE's role under this Contract will be to provide funding to accomplish the work described in Attachment B.
3. ROLE OF CONTRACTOR: CONTRACTOR shall have responsibility and authority to make expenditures and provide matching funds in accordance with Attachment B, Budget.
4. PROGRESS REPORTS: CONTRACTOR shall provide STATE with a mid-year and final report detailing progress in accomplishing the Project. Such reports shall be subject to approval of STATE and shall accompany any reimbursement requests submitted to STATE for payment.
5. PROJECT COSTS & REIMBURSEMENT: CONTRACTOR agrees to provide 100% of the Total Project Budget (See Attachment B) in cash and in-kind match. At least 50% of the match must be cash expenditures. STATE agrees to reimburse up to 50% of CONTRACTOR'S eligible costs, up to the grant amount, incurred in completing the work items set forth in the Scope of Work, Attachment B. Payment by the STATE is subject to the availability of Federal funds, legislative appropriation, and compliance with all project provisions.
6. NOTICE: CONTRACTOR agrees to immediately notify the STATE if during the course of this Contract a change occurs which affects the purposes of, or the ability of the parties to perform under, the terms and conditions of this Contract.
7. RELATED PARTIES: (Applies to Cost Reimbursement Contracts ONLY) The CONTRACTOR shall not make payments for goods, services, facilities, salary/wages, professional fees, leases, etc., to related parties for contract expenses without the prior written consent of the STATE. Disbursement by the CONTRACTOR to related parties made without such prior approval may be disallowed on audit, and may result in an overpayment assessment. "Related Parties," for the purpose of this contract, shall mean organizations/persons related to the CONTRACTOR by any of the following: blood; marriage; one or more partners in common with the CONTRACTOR; one or more directors or officers in common with the CONTRACTOR; more than 10% common ownership, direct or indirect, with the CONTRACTOR.

a) RELATED PARTY TRANSACTIONS: Are any declared by CONTRACTOR? Yes [ ] No [ ]

b) List "Related Parties" to whom payments are being made:

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>PURPOSE OF PAYMENT</u>
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8. PRESERVATION AGREEMENT: CONTRACTOR, or owner of historic property, completing a Development Project agrees to enter into a Preservation Agreement to ensure that after the grant-assisted work is completed the property will be maintained a minimum of five (5) years so as to preserve the historical significance and integrity of the features, materials, appearance, workmanship and environment which made the property eligible for listing in the National Register of Historic Places. STATE agrees to provide Preservation Agreement forms that stipulate specific requirements for preserving the historic property.
9. PROJECT SIGN: CONTRACTOR completing a Development Project agrees to display a Project Sign in a prominent location at each project site while project work is in progress. The Project Sign must identify the project and Department of Interior/National Park Service and Utah State History grant support. STATE agrees to provide a Project Sign that meet minimum requirements.
10. CFDA NUMBER: 15-904

**DRAFT**

Agenda Item Number : **6E**

## Request For Council Action

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**Date Submitted** 2014-04-10 16:49:01

**Applicant**

**Quick Title** Approve Purchase of Property 1300 West St. George

**Subject** Approval of the purchase of property located at 948 North 1300 West in St. George for \$1.5 million.

**Discussion** Payments \$300,000 at closing; seller to carry note for balance to paid in payments at 6% interest, with final payment due July 1, 2017.

**Cost** \$\$1.5 Million

**City Manager Recommendation** As has been discussed. Recommend approval.

**Action Taken**

**Requested by** Shawn Guzman

**File Attachments**

**Approved by Legal Department?**

**Approved in Budget? Amount:**

**Additional Comments**

**DRAFT**Agenda Item Number : **6F****Request For Council Action**

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**Date Submitted** 2014-04-11 08:56:43**Applicant****Quick Title** Consider Approval of Utility Assistance Program With Five County**Subject** Consider approval of an agreement with Five County AOG to administer a grant program for assistance with utility deposit.**Discussion** This agreement allows the Five County AOG to qualify homeless persons for assistance with their \$125 utility deposit with the City. The program is limited to \$5,000 per year, with the money coming from the city.**Cost** \$5000.00**City Manager  
Recommendation****Action Taken****Requested by** Phillip Peterson**File Attachments****Approved by Legal  
Department?****Approved in Budget?** **Amount:****Additional Comments**