

**NOTICE OF REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF ST. GEORGE,  
WASHINGTON COUNTY, UTAH**

**Public Notice**

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, February 1, 2024, commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order  
Invocation  
Flag Salute

**1. Mayor's recognitions and updates.**

**2. Comments from the public.**

The Open Comment Period provides an opportunity to address the Mayor and City Council regarding concerns or ideas about the City which the Council may choose to address. Comments pertaining to an agenda item that includes a public hearing or public input should be given as that item is being discussed during the meeting.

Up to ten (10) members of the public will be given a limit of two (2) minutes per person. The Council will not respond to comments or questions but will take the comments under consideration for possible discussion at another time. If there are more than 10 individuals wishing to provide public comment, speakers will be selected by random draw.

Rules for making comments:

- You must be a resident of the City of St. George.
- Public input shall not be allowed on any agenda item or pending land use application.
- Comments should relate to City business.
- Speakers shall be courteous and show respect. Comments shall not include obscene or profane language, nor contain attacks on any individual.

In order to provide an opportunity for a broader scope of residents to provide public comments, any person selected to provide comments at a meeting will not be able to provide public comments again for three (3) months (once per quarter); however, written comments may be submitted anytime to the City Recorder at 175 East 200 North, St. George, UT 84770 or [publiccomments@sgcity.org](mailto:publiccomments@sgcity.org).

The Mayor and City Council encourage civil discourse for everyone who participates in the meeting.

**3. Consent Calendar.**

**a. Consider approval of a request to waive fees for the St. George Kiwanis**

**Club Easter Egg Hunt on Saturday, March 30, 2024 at Vernon Worthen Park.**

BACKGROUND and RECOMMENDATION: The St George Kiwanis Club has held an Easter Egg Hunt at Vernon Worthen Park since approximately 1958. It is held the Saturday before Easter and will take place on March 30, 2024. There is no charge for children to attend and participate. The request is as follows: 1)Waive the Special Event Application fee (\$150); and 2)Park reservation fee waived (\$400). Staff recommends approval.

**b. Consider approval of an Independent Contractor Agreement with Amusement Restoration Companies (ARC) for the City Pool Hydro Tube Slide Resurfacing.**

BACKGROUND and RECOMMENDATION: Each year after the swim season is complete, city staff conducts an inspection of the hydro tube at the City Pool to determine the safety and status of the slide. Upon completion of last year's inspection, staff recommended a complete slide resurfacing to maintain the safety and longevity of the slide. Staff recommends approval.

**c. Consider approval of a Planning Principal Forgiveness Agreement for Lead Service Line Inventory with the Drinking Water State Revolving Fund.**

BACKGROUND and RECOMMENDATION: The EPA is requiring all municipalities to conduct an inventory of all water service lines throughout the distribution system to determine if any of the service lines are made of lead material. The Water Services Department has applied for and has been granted a Principal Forgiveness loan/grant to assist in our efforts of conducting the inventory. Staff recommends approval.

**d. Consider approval of a Deferred Sewer Connection Cost Agreement with various residents in the area of 750 North 2450 East.**

BACKGROUND and RECOMMENDATION: There are a few areas within the City that are not currently connected to the sewer collection system but are on individual septic systems. These areas are generally areas that were originally within unincorporated areas of the county, that have since annexed into the City. The City ordinances require that when an individual septic system fails, the property owner must connect to the City sewer collection system if the collection system is within 300 feet of the property. Each year, the Water Services Department budgets some monies to assist residents extend the City sewer collection system to their property if their septic system fails and they are further than 300 feet from the nearest sewer line. Staff recommends approval.

**e. Consider approval to enter into an Agreement to Purchase Real Property with St. George 730, LLC.**

BACKGROUND and RECOMMENDATION: The Water Services Department desires to purchase lot 106 in the Cecita Crest Subdivision. The lot was appraised at \$300,000. Staff recommends approval.

**f. Consider approval of the minutes from the meetings held on January 2, 2024; January 4, 2024; January 11, 2024; January 18, 2024; January 23,**

**2024; and January 25, 2024.**

**4. Public hearing and consideration of Resolution No. 2024-006R to review and approve amendments to the Fiscal Year 2023-24 Budget.**

**BACKGROUND and RECOMMENDATION:** State statute requires a public hearing when changes are requested to the City's budget. Staff typically bring budget openings forward to the City Council for consideration on a quarterly basis based on changes that occur during the fiscal year. Staff recommends taking public comment and approval of the resolution.

**5. Consider approval to update the utility billing policy number 10.87.**

**BACKGROUND and RECOMMENDATION:** Update the Billing Policy 10.87 regarding Delinquent Accounts, Deposit language, and schedule attachment A to point to the City's Master Fee Schedule. Utility Billing Policy 10.87 stipulates that an unpaid bill may become delinquent after a two-month period, at which point the shutoff process is initiated. A proposed amendment aims to streamline the shutoff notification process by reducing it to after one month. The first overdue bill triggers a Shutoff Status Notice, alerting the customer to the impending consequences. Should the bill remain unpaid, a subsequent Shutoff Notice is issued, specifying the date of service disconnection if the outstanding balance is not settled promptly. This modification seeks to enhance efficiency in communication and ensure timely resolution of outstanding payments. Staff recommends approval.

**6. Consider approval of Ordinance No. 2024-007 changing the general plan future land-use map from LDR (Low Density Residential) to COM (Commercial) on approximately 3.18 acres located at 1650 Snow Canyon Parkway for a project to be known as Snow Canyon Parkway. Case No. 2024-GPA-001**

**BACKGROUND and RECOMMENDATION:** The property is zoned R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size). This application is to change the General Plan from LDR (Low Density Residential) to COM (Commercial) to develop the property with the Commercial designation. The applicant is not sure at this time what exactly they are wanting to do on the property. The piece of property is a challenging piece with a drainage channel and a good amount of slope to the property. The applicant has mentioned possibly professional office or medical buildings. At their meeting on January 9, 2024, the Planning Commission held a public meeting and recommended approval with no conditions with a vote of 6-1.

**7. Consider approval of Ordinance No. 2024-008 amending the city general plan future land-use map from LDR (low density residential) to COM (commercial) on approximately 1.22 acres located on the northwest corner of Sugar Leo Drive and Pioneer Road for a project to be known as the Manning Property for Dixie Power. Case No. 2024-GPA-002**

**BACKGROUND and RECOMMENDATION:** This General Plan amendment is for land located on the northwest corner of Sugar Leo Road and Pioneer Road. The property is lot 58 of the Bloomington Ranches Subdivision Phase 1, which was recorded in 1968 prior to Bloomington's annexation in 1982. The Planning Commission held a public hearing on January 9, 2024 and recommended approval of the application with a 7-0 vote.

8. **Consider approval of the preliminary plat for Red Industrial, a 4-lot subdivision located in Fort Pierce at 1630 East Commerce Drive. Case No. 2023-PP-041**

BACKGROUND and RECOMMENDATION: This item was presented to the Planning Commission at a public meeting on November 14, 2023, where the applicant presented a three-lot subdivision. However, the applicant requested to pull that proposal before it was presented to the City Council in order to make modifications to the preliminary plat. On January 23, 2024, the applicant returned to the Planning Commission, this time a four-lot subdivision was presented; at that public meeting the Planning Commission recommended approval.

9. **Consider approval of the preliminary plat for Tuscan Hills Phase 5, a 32-lot subdivision located west of Dixie Drive and south of Gap Canyon Parkway. Case No. 2023-PP-046**

BACKGROUND and RECOMMENDATION: This is the proposed phase 5 of the Tuscan Hills development which also includes the amenity area and amenities for Tuscan Hills development. The Planning Commission held a public meeting on November 28, 2023, and recommended approval to the City Council.

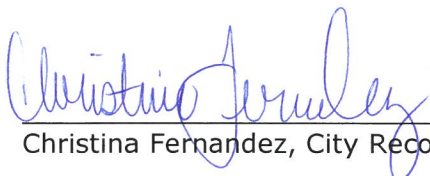
10. **Consider Ordinance No. 2024-009 amending Title 10-10-1, Airport Vicinity Zones, of the St. George City Code, to add Airport Lounge as a permitted use in the ASBP (Airport Supporting Business Park) zone. Case No. 2024-ZRA-003**

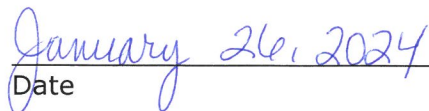
BACKGROUND and RECOMMENDATION: For many years, the only airport in the State of Utah that has allowed airport lounges is the Salt Lake City International Airport. However, in 2023, the state code was updated. The Utah State Alcoholic Beverage Services Commission now can issue three domestic airport lounge licenses within the State of Utah (Title 32B-6-503). On January 23, 2024, the Planning Commission held a public hearing on this item and recommended approval.

11. **Appointments to Boards and Commissions of the City.**

12. **Reports from Mayor, Councilmembers, and City Manager.**

13. **Request a closed session to discuss litigation, security, property acquisition or sale or the character and professional competence or physical or mental health of an individual.**

  
Christina Fernandez, City Recorder

  
Date

REASONABLE ACCOMMODATION: The City of St. George will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs. Please contact the City Human Resources Office, 627-4674, at least 24 hours in advance if you have special needs.





**Agenda Date:** 02/01/2024

**Agenda Item Number:** 3a

**Subject:**

Consider approval of a request to waive fees for the St. George Kiwanis Club Easter Egg Hunt on Saturday, March 30, 2024 at Vernon Worthen Park.

**Item at-a-glance:**

Staff Contact: Sarah Reber

Applicant Name: Russell Mitchell

Reference Number: N/A

Address/Location:

Vernon Worthen Park 300 South 400 East

**Item History (background/project status/public process):**

The St George Kiwanis Club has held an Easter Egg Hunt at Vernon Worthen Park since approximately 1958. It is held the Saturday before Easter and will take place on March 30, 2024. There is no charge for children to attend and participate. The request is as follows: 1)Waive the Special Event Application fee (\$150); and 2)Park reservation fee waived (\$400).

**Staff Narrative (need/purpose):**

The sponsorship request includes 1) Special Event Application fee waived (\$150), and 2) Park reservation fee waived (\$400).

**Name of Legal Dept approver:** N/A

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Staff recommends approval of the St George Kiwanis Club waivers for 1) The Special Event Application fee (\$150) and 2) the park reservation fee (\$400) as they have been a service to our community and have held this event for so long as a fun event for the community.



Kiwanis Club of St. George  
P.O. Box 72  
St. George, Utah 84771-0072

January 16, 2024

St. George Special Events  
Attn. Sarah Reber

Re: St. George Kiwanis Club Easter Egg Hunt – March 30, 2024  
Request for Fee Waiver

Dear Sarah:

I am Russell Mitchell, the Treasurer of the St. George Kiwanis Club. We are looking forward to holding our annual Easter Egg Hunt at Vernon Worthen Park.

Each year, since about 1958 or so, the St. George Kiwanis Club has held an Easter Egg hunt on the Saturday before Easter Sunday at the Vernon Worthen Park. As you may know, the Kiwanis Club is an International civic service organization dedicated to serving the children of the world, one child and one community at a time. One of the civic activities the Kiwanis Club took on early was to host an Easter Egg hunt each year for all the children of our community. I participated as a youth in the 1960's and have been involved now as an adult since 1996.

There is no charge for any of the children to participate in the hunt. We use funds from our fundraising activities through the year to pay for the candy and prizes that we give away, and local merchants sometimes donate items. This event draws over 700 people (children and parents) each year. All Club members are there as volunteers, as well as any members of the Key club (high school age) and the Circle K club (from the university) who come to help put this event on.

We are asking for a fee waiver of the park reservation fee of \$400 and the Special event fee of \$150. We appreciate the City's consideration in this matter.

Sincerely,



(Russell S. Mitchell)

**Agenda Date:** 02/01/2024

**Agenda Item Number:** 3b

**Subject:**

Consider approval of an Independent Contractor Agreement with Amusement Restoration Companies (ARC) for the City Pool Hydro Tube Slide Resurfacing.

**Item at-a-glance:**

Staff Contact: Cody Schmitt

Applicant Name: City of St George

Reference Number: N/A

Address/Location:

250 East 700 South St George Utah

**Item History (background/project status/public process):**

Each year after the swim season is complete, city staff conducts an inspection of the hydro tube at the City Pool to determine the safety and status of the slide. Upon completion of last year's inspection, staff recommended a complete slide resurfacing to maintain the safety and longevity of the slide.

**Staff Narrative (need/purpose):**

Safety: Resurfacing the water slide helps to ensure the safety of our users. Over time, the surface of the slide can become worn, cracked, or rough, which can cause abrasions or injuries to the riders. Resurfacing the slide can help to restore its smooth surface and prevent such injuries. Durability: Resurfacing the water slide can help to extend its lifespan. Over time, the slide's surface can become damaged due to exposure to the sun, chemicals, and water. Resurfacing the slide can help to restore its durability and make it last longer. Overall, resurfacing our water slide is necessary to ensure safety, improve aesthetics, extend durability, and reduce maintenance costs. It is a worthwhile investment to ensure that our water slide remains in top condition and provides a safe and enjoyable experience for users. This work was last completed in 2012.

**Name of Legal Dept approver:** Alicia Carlton

**Budget Impact:**

Cost for the agenda item: 138,950

Amount approved in current FY budget for item: 138,000

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

Funded in FyY24

Description of funding source:

General Fund - Capital - 7300

**Recommendation (Include any conditions):**

Staff recommends approval.



## **INDEPENDENT CONTRACTOR AGREEMENT**

The City of St. George, a municipal corporation (the “City”), and Amusement Restoration Companies (ARC) (“Independent Contractor”), hereby enter this Agreement effective as of 1/19/2024 (the “Effective Date”). City and Independent Contractor may hereinafter jointly be referred to as “the Parties.” City and Independent Contractor may hereinafter individually be referred to as “Party.”

### **RECITALS**

WHEREAS the City desires to hire Independent Contractor to provide the services described on the document attached hereto as Exhibit A and A-1 (“Scope of Services”).

WHEREAS Independent Contractor has represented to the City that Independent Contractor has the necessary knowledge, experience, abilities, skills, licenses, permits, and resources, and desires to provide the services described on the Scope of Services.

WHEREAS the Parties have discussed various issues with regard to the Scope of Services, have identified terms believed to be acceptable to the Parties, and now desire to memorialize the terms in this Agreement as a final written expression of their Agreement.

### **TERMS**

Based on the foregoing recitals and the following covenants, obligations, terms and conditions, the receipt and sufficiency of which as sufficient consideration the Parties hereby acknowledge, the Parties agree as follows:

1. **SCOPE OF SERVICES.** Independent Contractor shall provide the City, at Independent Contractor’s sole expense, all equipment and services necessary to provide the services described in Exhibit A. Any terms and conditions included on the Scope of Services are fully incorporated herein.
2. **COMPENSATION.** The City shall pay Independent Contractor the amount shown on Exhibit A. The City shall have no obligation to pay Independent Contractor any other amounts for any other reason. As Independent Contractor is not an employee of the City, Independent Contractor shall not be entitled to any employee benefits, nor will the City withhold any taxes, including FICA, from any payment made to Independent Contractor, nor will the City provide any unemployment or worker’s compensation coverage.



3. **DUTIES OF INDEPENDENT CONTRACTOR.** Independent Contractor shall be solely responsible to:
  - 3.1. provide worker's compensation and unemployment insurance
  - 3.2. pay all income and/or payroll taxes
  - 3.3. comply with all applicable laws and regulations
  - 3.4. obtain and maintain any necessary licenses and permits.
4. **INDEMNIFICATION.** Independent Contractor shall indemnify and hold the City and each of the City's employees, agents, representatives, attorneys, administrators, successors and assigns harmless from any claims, demands, causes of action, liabilities and obligations asserted by any Party arising out of or in any way connected with (a) Independent Contractor's alleged or actual breach of this Agreement, (b) the inaccuracy of any warranty or representation made by Independent Contractor, (c) any actual or alleged failure by Independent Contractor to conform to or comply with any laws or regulations applicable to its obligations herein, (d) any act or omission by Independent Contractor in the performance of this Agreement. The City may select, in the City's sole and absolute discretion but at the sole expense of Independent Contractor, attorneys to defend against any action brought against the City for which Independent Contractor is bound to indemnify the City.
5. **TERM, TERMINATION.** Unless earlier terminated pursuant to the terms hereof, this Agreement will expire on the earlier of (a) the date listed in the Scope of Services or (b) the date that is 1 year after the Effective Date. The City may, at the City's sole and absolute discretion, terminate this Agreement upon 30 days written notice to Independent Contractor. The City may terminate this Agreement at any time if the City determines, in the City's sole discretion, that Independent Contractor is in breach of this Agreement or if Independent Contractor is subject to circumstances that the City determines, in its sole and absolute discretion, reflects negatively on the City. Section 4 above shall survive termination or expiration of this Agreement.
6. **INTERPRETATION.** Captions and headings are used for reference only and must not be used in construing or interpreting this Agreement. All recitals set forth at the beginning of this Agreement are, by this reference, fully incorporated into this Agreement and the facts recited therein shall be deemed conclusive for any purpose. All exhibits referred to in this Agreement are deemed fully incorporated herein, whether or not actually attached. As used herein (i) the singular include the plural (and vice versa) and the masculine or neuter gender include the feminine gender (and vice versa) as the context may require; (ii) locative adverbs such as "herein", "hereto", and "hereunder" refer to this Agreement in its entirety and not to any specific section or paragraph; (iii) the terms "include," "including," and similar terms must be construed as though followed immediately by the phrase "but not limited to;" and (iv) the terms "Party" and "Parties" refer only to a named Party or Parties to this Agreement unless the context requires otherwise. All Parties have jointly participated in the negotiation and drafting of this Agreement upon advice of their own, independent counsel or had

the opportunity to do so, and this Agreement must be construed fairly and equally as to all Parties as if drafted jointly by them. If there is any conflict between the terms of this Agreement and any other related documents, including any exhibits identified herein, the terms of this Agreement shall prevail.

7. **LIMIT ON AUTHORITY; NO PARTNERSHIP.** Nothing herein shall be deemed to (1) give either Party the authority to act on behalf of the other in any manner or (2) create any type of joint venture or partnership between the Parties in any manner.
8. **CERTIFICATE RE: IMMIGRATION LAWS.** Independent Contractor certifies that it does not and will not during the term of this Agreement knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. Independent Contractor shall produce, at the City's request, such documents which are required to verify compliance with applicable State and Federal laws. If Independent Contractor knowingly employs workers in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of this Agreement. If this Agreement is terminated due to violation of 8 USC § 1324a, Independent Contractor shall be liable for any and all costs associated with such termination including, but not limited to, any damages incurred by the City as well as attorney fees.
9. **ACKNOWLEDGEMENT OF PUBLIC DISCLOSURE LAWS.** Independent Contractor hereby acknowledges that (1) the City is subject to the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor, (2) pursuant thereto all materials submitted by Sponsor pursuant to this Agreement may be subject to disclosure as government records, and (3) the City has no duty or obligation to withhold any such materials from disclosure in any manner.
10. **BENEFICIARIES.** This Agreement shall be binding upon and inure to the benefit of the Parties and to their respective heirs, representatives, successors and permitted assignees. This Agreement is intended for the exclusive benefit of the Parties and permitted assignees and is not intended and shall not be interpreted as conferring any benefit on any third party. Independent Contractor may not assign the rights or obligations under this Agreement to any third party.
11. **ENTIRE AGREEMENT.** The Parties intend that this Agreement is the final expression of their Agreement and constitutes their entire understanding regarding this subject matter. This Agreement supersedes any previous or contemporaneous negotiations or communications of any kind between the Parties and contains all the terms agreed upon between the Parties. No Party relied on any other term, warranty, and/or covenant as an inducement to enter this Agreement.
12. **AMENDMENT.** The Parties shall not amend or modify this Agreement in any way unless in writing signed by the Parties.
13. **FURTHER ACTION.** Each Party shall promptly do any act or execute and deliver any document reasonably necessary to comply with their respective obligations under

this Agreement in order to carry out the intent of the Parties in consummating this transaction.

14. **WAIVER**. Neither the failure of either Party to insist upon the timely or full performance of any of the terms and conditions of this Agreement, nor the waiver of any breach of any of the terms and conditions of this Agreement, shall be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
15. **SEVERABILITY**. If any court of competent jurisdiction declares any portion of this Agreement unenforceable, the Parties shall deem such portion as severed from this Agreement, and shall deem the remaining parts of this Agreement, including without limitation the remaining parts of the paragraph of which the unenforceable portion was a part, in full force and effect as though such unenforceable portion had never been part of this Agreement. The Parties shall replace any such unenforceable portion with an enforceable provision which will achieve, to the extent possible, the purposes of the unenforceable portion.
16. **FORUM AND LAW**. Utah law shall govern this Agreement without respect to any principles of choice of law or conflicts of law. Jurisdiction and venue of any action commenced relating to this Agreement shall be exclusively in courts located in, or with jurisdiction over, Washington County, Utah.
17. **COSTS AND FEES**. In any civil action to enforce this Agreement commenced in a court of proper jurisdiction, the non-prevailing Party shall reimburse the prevailing Party for all costs, excluding attorney's fees, incurred by the prevailing Party, including pre-litigation efforts related to resolving dispute that is the subject of the action. The Parties agree that each shall pay its own attorney's fees.
18. **NOTICES, REQUESTS, AND COMMUNICATIONS**. Unless otherwise set forth above, all notices, requests, and communications required by this Agreement shall be in writing. Any Party delivering any written document shall deliver the written document by any of the following means: (1) certified or registered mail, postage prepaid, return receipt requested, in which case the written document shall be deemed delivered upon the earlier of actual receipt or three business days after the postmark date, (2) recognized commercial overnight courier, in which case the written document shall be deemed delivered one business day after acceptance for next business-day delivery by the courier, or (3) personal delivery, in which case the written document shall be deemed delivered when received. The addresses to which the written documents shall be delivered are as follows:

City of St. George  
175 E. 200 N.  
St. George, UT 84770  
Attn: City Attorney  
Copy: [legal@sgcity.org](mailto:legal@sgcity.org)

Amusement Restoration Companies  
2095 Carpenter Loop  
Burnet, TX 78611  
Attn: James Gardiner  
Copy: [jim@jimgarcparks.com](mailto:jim@jimgarcparks.com)

Any Party shall deliver notice of change of address in the manner described in this section. Rejection or other refusal to accept a notice or the inability to deliver a notice because of a changed address of which no notice was given will be deemed to constitute receipt of the notice sent.

19. **EXECUTION**. By executing this Agreement below, the executing individuals acknowledge that (1) they have read this Agreement, (2) they understand its terms, (3) they have had the opportunity to have this Agreement reviewed by independent counsel, (4) they have the full and complete authority to execute this Agreement on their own behalf or on the behalf of any entity which they represent, and (5) they intend to bind themselves or the entity which they represent, if any, to the terms of this Agreement in full. The failure of any executing individual to date their signature will not affect the validity of this Agreement.
20. **COUNTERPARTS**. This Agreement may be signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one and the same instrument. Any signature on this Agreement transmitted by facsimile, electronically in PDF format, or by other generally accepted means of conveying digital signatures (e.g. DocuSign) shall be deemed an original signature for all purposes and the exchange of copies of this Agreement and of signature pages by any such transmission, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original for all purposes.

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In witness of their intention to be bound by the above covenants, obligations, terms and conditions, the Parties hereby execute this Agreement as follows:

CITY OF ST. GEORGE

AMUSEMENT RESTORATION COMPANIES

DocuSigned by:

*Michele Randall*

45F03D8BD52747F...

Michele Randall, Mayor

DocuSigned by:

*James Gardiner*

67DE12BB59A84AC...

James Gardiner, Owner

Attest:

DocuSigned by:

*Christina Fernandez*

134558EE25724B4...

Christina Fernandez, City Recorder

Approved as to Form:

DocuSigned by:

*Alicia Carlton*

0745A1EC4B694C4...

Alicia Carlton, Assistant City Attorney





## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### SCOPE OF WORK AND SPECIFICATIONS

##### ST. GEORGE CITY POOL- ENCLOSED TUBE SLIDE

- Length of fiberglass slide approximately 340 ft (Including start tub).
- Slide diameter 54 inches
- Completely restore interior surface
- Seal all flange and horizontal joints including those not in the water path
- Repair exterior flange joints as needed
- Replace flange nuts bolts and washers as needed (with 316L Stainless) as needed.
- Completely restore exterior surface including supply pipe.
- Reseal joint between supply pipe and slide so that it no longer leaks.
- Goal of the work is to restore the slide to a “like new condition” by using industry standard methods.

Independent Contractor will obtain a City of St. George business License, EVerify employees, bid bond, performance bond, insurance rider and sign contract documents.

The project will require flexible scheduling. Project needs to be completed no later than May 1, 2024.

For technical questions contact: John Stucki 435-632-0177    John.stucki@sgcity.org

QUOTE #589

EXHIBIT A-1

January 19, 2024

**CUSTOMER**

City of St. George Purchasing Department  
Attention: Mary Wahl, Purchasing Manager  
175 East 200 North  
St George, Utah 84770

Thank you for the opportunity to submit our proposal.

Our turnkey price for the restoration project is as follows:

**Cost**

Gel Coat Interior and Paint Exterior of (1) Hydro Tube Enclosed Blue Waterslide. Sub Total: \$138,950.00

Total Waterslide Restoration Project:

Total: \$138,950.00

**Pictures****Timeframe**

12-16 days to complete this Project:

**Terms**

- 50% Due upon signing of Terms and Conditions.
- 50% Due upon completion of Project with final walk through with Client.

Our price includes cost of all labor, materials, and a man lift and/or scaffolding. There is no additional charge if we determine that an additional coat of paint is required to achieve optimal results. Note that the following slide exterior colors will require an additional charge as these colors require multiple coats: Yellow, Orange, Red and anything in those color families.

## **Scope of Work**

- Length of fiberglass slide approximately 340 ft (Including start tub).
- Slide diameter 54 inches
- Completely restore interior surface
- Caulk all flange and horizontal joints including those not in the water path
- Repair exterior flange joints as needed
- Replace flange nuts bolts and washers as needed (with 316L Stainless) as needed.
- Completely restore exterior surface including supply pipe.
- Reseal joint between supply pipe and slide so that it no longer leaks.
- Goal of the work is to restore the slide to a "like new condition" by using industry standard methods.

### Gel Coat Interior of Waterslide:

High-pressure water clean using PAC Detergent order to remove any grease, oil, dirt and oxidation as per SSPC-SP1 Standard;

Remove caulk from seams;

Sand entire interior to remove all failed coating and to create an adhesion profile;

Make all necessary repairs to gelcoat;

Apply Maxguard LEI Series Ashland gelcoat with Duratec high gloss additive at 22-24 mils;

After cure, wet sand and buff and wax any imperfections with 800 and 1000 grit sandpaper;

Re-caulk all seams using Sikaflex 291 white fast cure.

### Paint Exterior of Waterslide:

High-pressure water clean up to 4,000 p.s.i. using PAC Detergent order to remove any grease, oil, dirt and oxidation as per SSPC-SP1 Standard;

Power-tool prepare any rusted surfaces with D.L. sanders, grinders, and wire wheel;

Spot prime all necessary areas including bare steel, corroded areas, rigging scrapes, burnishes, and welds using Sherwin Williams Macropoxy 646; Finish paint slide exterior using Sherwin Williams Hi Solids Polyurethane or Sherloxane 800.

We employ our key technicians year-round. Our seasonal technicians have been with us for many years as well. We do not need to train or re-train seasonal staff nor do we subcontract out any work. This ensures that our work is consistent and always meets our high standards. We hold the ACMA CCT gelcoat certification and are also OSHA certified, bonded, and insured.

## **WARRANTY**

Exterior Paint-Five-year workmanship warranty covers delamination that occurs in the new paint coating. Our warranty does not cover fading, claims from extreme acts of nature, improper maintenance (chemicals used to wash newly painted surface), vandalism, rust or application of wax-based products to newly painted surface. Warranty may become void if peeling occurs due to poor adhesion from the previous manufacturers coating and/or aftermarket coating(s).

Gel Coat Interior-Five-year workmanship warranty covering delamination of applied gelcoat only. Our five-year warranty is only valid if the customer participates in a yearly maintenance program with Amusement Restoration Companies (ARC). If the customer does not engage in a yearly maintenance program our standard two-year warranty will apply. This warranty does not cover damage from osmosis, blistering, deterioration or damage of cosmetic surface finishes; including cracking, crazing, discoloration, fading, corrosion and oxidation of gelcoat. This warranty does not cover surfaces previously coated beyond original manufacturers coating, unless this aftermarket coating is completely removed by ARC prior to application of new gelcoat. Our warranty does not cover any repairs that have been completed by a previous contractor. ARC does not offer any warranty for caulking of seams.

*Proposal Page 3 of 6  
January 19, 2024*

Work will be finished prior to agreed-upon completion date barring any unusual adverse weather. However, due to weather and other variables, we cannot assign a specific start date. We will stay in touch as prior projects progress to keep you up to date with anticipated start date. Note that our technicians work seven days per week and thus we may need access to the facility on a weekend. Technicians will need access to electricity and water. We will need access to get a man lift to the site.

Please do not hesitate to contact me if you have any questions or need any further information.



AMUSEMENT RESTORATION COMPANIES

James Gardiner

Owner

720-940-0106

Offices in Texas-Colorado

We service the USA

[jim@theslideexperts.com](mailto:jim@theslideexperts.com)

[www.theslideexperts.com](http://www.theslideexperts.com)



## TERMS AND CONDITIONS

### 1. OMITTED

2. **SCHEDULE OF DELIVERY:** ARC will use best efforts to provide the Deliverables in accordance with the schedule, but does not guarantee such schedule. Time is not of the essence in this Agreement and ARC is not liable for any lost profits or consequential damages suffered by Buyer or any third party for any reason. If there is a change in the scope of work or if ARC falls behind schedule due to the actions of Buyer or any third party, the parties will adjust the schedule to afford ARC a reasonable opportunity to perform the outstanding work. The Buyer may request adjustments or additions to this project. Upon receipt of the written request for adjustment or additions, ARC will provide the Buyer with an adjusted proposal. The Slide Experts requires both parties to sign the change order and to update the contract to reflect the change request. No work will occur until the change order is approved in writing by the buyer.

3. **PROJECT REQUIREMENTS:** ARC assumes responsibility for all statutes, codes, and or regulations that pertain to the Scope of Work, and will perform the work in compliance with all such requirements. ARC will, if required obtain any and all permits pertaining to the Scope of Work. It is ARC intention to complete the project on schedule and within budget. Client will have someone in a management position be available for the final walk through and be authorized to sign and approve the final walk-through sheet. Unless otherwise specifically noted in the Scope of Work, ARC is expecting the following services and amenities to be freely available:

- 1) Restroom facilities.
- 2) Water with at least 40 lbs. of pressure within 50 feet of project.
- 3) 110 electric service within 50 feet of project.
- 4) Clear and reasonable access to the project area.
- 5.) Pools to be drained and/or generally clean upon arrival of our crew.
- 6.) It is expected that our crews shall work from 8 am to 8 pm seven (7) days a week as we deem necessary and we expect reasonable cooperation in making the facility available to them at no extra cost to us (e.g., weekend and / or early am work).
- 7) Provide parking for our vehicles at no charge to ARC.

4. **TAXES AND/OR DUTIES:** Any tax, tariff or duty imposed by law on articles sold or rented or any services rendered by ARC shall be the responsibility of Buyer and in addition to the sales price hereof.

5. **PAYMENT TERMS:** Buyer agrees to pay ARC the fees in accordance with the terms set forth in this Agreement. ARC standard terms are 50% of total payment due upon signing of contract and 50% final payment due upon final walk through approved by client. Past due balances will be billed a service charge of 2% per month (or if 2% is illegal under applicable law, the maximum permitted rate) beginning the day after payment is due. Buyer agrees to pay all associated court costs, collection charges and expenses that are incurred by ARC in collection efforts, including, without limitation, all attorney's fees and expenses, and all costs of repossession and resale. Amounts owed under this Agreement may not be set off or offset by other obligations of the parties for any reason. If Buyer cancels or defaults on this Agreement, Buyer will pay to ARC the greater of (I) any and all deposits paid to ARC to be paid by forfeiture of such amounts, and (II) all direct and indirect costs incurred by ARC in performing under this Agreement, plus a 20% handling fee.

6.. **WARRANTY:** ARC warrants all of its work will be free from defects in material and workmanship under normal use and service with proper maintenance for a period of 12 months for Waterslides and 60 months for Pools from the date of service or installation. Full payment of project has to be meant to start the warranty. If ARC work is found to be defective within this time period, ARC will provide the labor and materials to repair the defects. Certain products and material warranties are provided by others and will be subject to their respective terms. THE EXPRESS WARRANTIES CONTAINED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT IT IS NOT RELYING UPON ARC SKILL AND JUDGMENT TO SELECT OR FURNISH GOODS

SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES THAT ARE NOT CONTAINED IN THIS AGREEMENT. THERE IS NO WARRANTY ON CAULKING AND LEAKS.

7. **INCORPORATION OF SAFETY INFORMATION:** Buyer acknowledges receipt of any and all written safety and operational information from original equipment manufacturer related to the safe use of the equipment including, without limitation, information related to installation, location, maintenance, use, safety surfacing and warning signs verbiage. ARC will provide Buyer with any and all such safety and operational information regarding the products and services (Deliverables) listed in the Scope of Work. Buyer further acknowledges that it has reviewed all such safety information and hereby indemnifies releases and discharges ARC from and against any and all liabilities, costs or expenses of injuries or damages to any third party as a result of any use of the equipment and Deliverables that is not in accordance with such safety information.

8. OMITTED

9. **OWNERSHIP OF INTELLECTUAL PROPERTY:** ARC will be the sole owner or obtain any and all permissions of use from such owner, of all intellectual property rights embodied in or related to the scope of work. ARC will also own or obtain any and all permissions of use for any derivative works, improvements, alterations or modifications conceived by ARC or any of its employees, consultants or agents. If the scope of work requires ARC to incorporate a trademark or other intellectual property owned by Buyer or a third party, ARC will provide a written statement from the Buyer or third party of such intellectual property consenting to its use in the scope of work. Upon the executing of this document, Buyer transfers any and all rights regarding any and all photographic or artistic representations produced by ARC of the project before, during or after completion of the project for their exclusive use in ARC sales and marketing efforts or in any other activity ARC deems appropriate.

10. OMITTED

11. **CONFIDENTIALITY:** "Confidential Information" means any and all business, technical or third-party information (including without limitation specifications, drawings, sketches, models, samples or documentation) marked as confidential or proprietary (or which a party knows or has reason to know is proprietary) and provided, disclosed, or made available under this Agreement. The parties shall restrict access to the Confidential Information to employees or agents who have a "need to know." The parties, employees, or agents shall not disclose the Confidential Information to any third party and shall treat the Confidential Information in the same way it treats its own Confidential Information of like kind. This provision will not apply to information, which is in the public domain, is previously known to the receiving party without obligation of confidentiality and is independently developed by the receiving party from a third party that does not have an obligation to keep the information confidential.

12. OMITTED

13. OMITTED

14. **FORCE MAJEURE:** Neither party is responsible to the other for failure to conform to this Agreement arising from causes beyond its reasonable control, including, but not limited to, labor disputes, unforeseeable delays during shipment, acts of terrorism, floods, civil commotion, war, riot, acts of God, fires, and embargoes.

15. OMITTED

16. **ASSIGNMENT:** The rights and obligations under this Agreement may not be assigned without the prior written consent of the non-assigning Party; provided however, that ARC may assign its rights and obligations under this Agreement to an affiliate or pursuant to a sale of substantially all of the assets or ownership of ARC.

17. OMITTED

Proposal Page 6 of 6  
January 19, 2024

**APPROVED AND ACCEPTED:**

**Seller:** Amusement Restoration Companies LLC

**Buyer:** City of St. George


**Title:** Owner

**Title:** Mayor

**Print Name:** James Gardiner

**Print Name:** Michele Randall

**Signature:** 

**Signature:**   
45F03D8BD52747F...

**Date:**

**Date:** 1/19/2024

**ATTEST:**

**DocuSigned by:**

13455BEE25724B4...  
Christina Fernandez, City Recorder

**APPROVED AS TO FORM:**

**DocuSigned by:**



0745A1EC4B694C4...  
Alicia Carlton, Assistant City  
Attorney



**Agenda Date:** 02/01/2024

**Agenda Item Number:** 3C

**Subject:**

Consider approval of a Planning Principal Forgiveness Agreement for Lead Service Line Inventory with the Drinking Water State Revolving Fund.

**Item at-a-glance:**

Staff Contact: Scott Taylor

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

**Item History (background/project status/public process):**

The EPA is requiring all municipalities to conduct an inventory of all water service lines throughout the distribution system to determine if any of the service lines are made of lead material. The Water Services Department has applied for, and has been granted a Principal Forgiveness loan/grant to assist in our efforts of conducting the inventory.

**Staff Narrative (need/purpose):**

We are required by the EPA to conduct a Service Line Inventory throughout our distribution system to determine if any of the service lines contain lead material. This inventory will require a lot of manhours and equipment. The inventory requires verification of the service line at the water main line, meter, and entry point of the structure. We have applied for a Principal Forgiveness Loan/grant from the Department of Environmental Quality Drinking Water Board to assist in the cost associated with the Lead Service Line Inventory. The amount authorize from the Board is \$100,000.

**Name of Legal Dept approver:** Christina Fernandez

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Staff recommends approval of Planning Principal Forgiveness Agreement





State of Utah

SPENCER J. COX  
Governor

DEIDRE HENDERSON  
Lieutenant Governor

Department of  
Environmental Quality

Kimberly D. Shelley  
Executive Director

DIVISION OF DRINKING WATER

Tim Davis  
Director

Drinking Water Board

Kristi Bell, Chair  
Eric Franson, P.E., Vice-Chair  
Dawn Ramsey  
Justin Maughan  
Robert Rolfs  
Jeff Coombs  
David O. Pitcher  
Blake Tullis, Ph.D.  
Kimberly D. Shelley  
Tim Davis  
Executive Secretary

June 28, 2023

Scott Taylor  
St. George City  
811 East Red Hills Parkway  
St. George, Utah 84770

[scott.taylor@sgcity.org](mailto:scott.taylor@sgcity.org)

Subject: **Planning Loan Agreement**; St. George City, System #27015, SRF #3F1986P

Dear Scott Taylor:

On May 22, 2023, the Assistant Executive Secretary to the Drinking Water Board authorized a planning loan of \$100,000 with 100% principal forgiveness to the City of St. George to prepare a lead service line inventory in accordance with federal requirements.

This financial assistance was authorized subject to the availability of funds. The assistance represented by this authorization will be funded from the proceeds of the Federal Infrastructure Investment and Jobs Act's Lead Service Line Replacement funds to the State of Utah. Under the law, federal funds are to be made available to the State by way of authorized draws on a letter of credit over the period of the Project. Therefore, this authorization is expressly subject to the continued availability of federal funds through the IJIA LSL appropriation, and the letter of credit related thereto. Neither the Board nor the State of Utah shall be bound by this authorization or by any obligation to provide further funding if the Infrastructure Investment and Jobs Act's Lead Service Line Replacement funds to which this authorization relates are not awarded or if payments under the letter of credit are withheld for any reason.

The authorized financial assistance will be available to the recipient after the Planning Principal Forgiveness Agreement is completed, submitted to, and approved by the Division. Furthermore, funds will only be available on a reimbursement basis. The recipient's contractor will complete work on the project and will submit reimbursement forms and supporting documentation to the recipient for review and approval. The recipient will then submit the documents to the Division for review and reimbursement. The Division will accept no more than four reimbursement requests during this project.

Please review the Planning Principal Forgiveness Agreement between the water system and the Drinking Water Board.

St. George City  
June 28, 2023  
Page 2

If you have any changes that you would like to see in the document, please notify us. If not, please fill in any blanks such as dates, and sign in the spaces so indicated. Please return a scanned copy to Linda Ross at [lpross@utah.gov](mailto:lpross@utah.gov). The project description and scope of work included with your application will be added to the principal forgiveness agreement.

If you have any questions, please contact me at (801) 674-2563.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Grange". The signature is fluid and cursive, with the first name "Michael" and last name "Grange" clearly distinguishable.

Michael J. Grange, P.E.  
Assistant Executive Secretary

MJG/lr

cc: City of St. George, [kerry.benson@sgcity.org](mailto:kerry.benson@sgcity.org)  
Bridgette Charlebois, Division of Drinking Water, [brcharlebois@utah.gov](mailto:brcharlebois@utah.gov)



**Agenda Date:** 02/01/2024

**Agenda Item Number:** 3d

**Subject:**

Consider approval of a Deferred Sewer Connection Cost Agreement with various residents in the area of 750 North 2450 East.

**Item at-a-glance:**

Staff Contact: Scott Taylor

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Approximately 700 N 2450 E

**Item History (background/project status/public process):**

There are a few areas within the City that are not currently connected to the sewer collection system, but are on individual septic systems. These areas are generally areas that were originally within unincorporated areas of the county, that have since annexed into the City. The City ordinances require that when an individual septic system fails, the property owner must connect to the City sewer collection system if the collection system is within 300 feet of the property. Each year, the Water Services Department budgets some monies to assist residents extend the City sewer collection system to their property if their septic system fails and they are further than 300 feet from the nearest sewer line.

**Staff Narrative (need/purpose):**

There are approximately 18 property owners in the area of 700 North 2450 East that are currently not connected to the City's sewer collection system, but are on individual septic systems. One of the property owners' septic system has failed, and the property is about 500 feet from the existing sewer collection system. There is a desire from the neighborhood to extend the sewer collection system to the area so that the property owners can connect to the City sewer collection system in the future, when their septic systems fail. The proposed Deferred Sewer Connection Cost Agreement would provide the means for the City to extend the sewer into the neighborhood and provide sewer connection points to each property for future connection to the system. The City would pay for the construction of the project and the property owners would reimburse the City for half of the cost of the project as the individual property owners connect to the sewer collection system in the future. The individual property owners portion of project would be collected by the City at the time that the property owner is permitted to connect to the sewer system in the future. The agreement would be recorded with the property.

**Name of Legal Dept approver:** Daniel Baldwin

**Budget Impact:**

Cost for the agenda item: \$150,000

Amount approved in current FY budget for item: \$75,000

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

There is currently \$75,000 budgeted for septic system / line extensions. The additional costs would be covered by capital projects that are currently funded, but will not be completed by the end of the fiscal year.

Description of funding source:

User Rates

**Recommendation (Include any conditions):**

Staff recommends approval of the agreement



**Agenda Date:** 02/01/2024

**Agenda Item Number:** 3e

**Subject:**

Consider approval to enter into an Agreement to Purchase Real Property with St. George 730, LLC.

**Item at-a-glance:**

Staff Contact: Kade Bringham  
Applicant Name: City of St. George  
Reference Number: N/A  
Address/Location:  
Lot 106 Cecita Way

**Item History (background/project status/public process):**

The Water Services Department desires to purchase lot 106 in the Cecita Crest Subdivision. The lot was appraised at \$300,000.

**Staff Narrative (need/purpose):**

This lot is adjacent to a water tank site in the Cecita Crest Subdivision. During the design process it was identified if a change is made from a rectangular tank to a round tank it would significantly reduce construction costs. To accommodate the change in shape, the City needs to acquire a small portion of the adjacent lot. The intent is to amend the plat, adjusting the size of the lot and sell it once the tank has been constructed. The lot will also be used for staging for the construction of the tank and will save construction costs in being able to use it. The lot was appraised at \$300,000. See Attached.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:**

Cost for the agenda item: \$300,000  
Amount approved in current FY budget for item: na  
If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:  
Impact fees for construction of the tank.  
Description of funding source:  
Impact Fees

**Recommendation (Include any conditions):**

Staff recommends approval.



# **APPRAISAL REPORT OF**



Lot 106 on Cecita Way  
St. George, Utah 84770

## **PREPARED FOR**

Kade Bringhurst - Technical Services Manager  
City of St. George  
175 East 200 North  
St. George, Utah 84770

## **AS OF**

12/12/2023

## **PREPARED BY**

Johnson Appraisal, Inc.  
782 S River Road, #104  
St. George, UT 84790

Johnson Appraisal, Inc.  
782 S River Road, #104  
St. George, UT 84790

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12/15/2023

City of St. George  
175 East 200 North  
St. George, Utah 84770

RE: St. George 730, LLC  
Lot 106 on Cecita Way  
St. George, Utah 84770  
File No. 2023R015

Dear Mr. Bringham:

In accordance with your request, I have personally inspected and prepared an appraisal report of the real property located at:

Lot 106 on Cecita Way, St. George, Utah 84770

The purpose of this appraisal is to estimate the market value of the property described in the body of this appraisal report.

Enclosed, please find the appraisal report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 12/12/2023 is:

\$ 300,000

The opinion of value expressed in this report is contingent upon the limiting conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Signature: 

Daniel Johnson, MAI, SRA

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LAND APPRAISAL REPORT

The purpose of this appraisal report is to provide the client with an accurate supported opinion of the market value of the subject property.

CLIENT AND PROPERTY IDENTIFICATION

Property AddressLot 106 on Cecita WayCitySt. GeorgeStateUtahZip Code84770

OwnerSt. George 730, LLCOwner of Public RecordSt. George 730, LLCCountyWashington

Legal DescriptionLot 106 Cecita Crest at Divario

Assessor's Parcel NumberSG-CCD-3-106Tax Year2023R.E. Taxes0

Neighborhood NameWestern St. GeorgeMap ReferenceSGCensus Tract2706.02

Special AssessmentsN/APUD☐ Yes☒ NoHOA \$ 0☐ Per Year☐ Per Month

Property Rights Appraised☒ Fee Simple☐ Leasehold☐ Other (Describe)

Assignment Type☐ Purchase Transaction☐ Refinance Transaction☒ Other (describe)Potential Acquisition

ClientCity of St. GeorgeAddress175 East 200 North, St. George, Utah 84770

CONTRACT ANALYSIS

I☐ did☒ did not analyze the contract sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.  
The property owner did not provide a copy of the purchase contract.

Contract Price: \$ 0Date of ContractIs the property seller the owner of public record?☒ Yes☐ NoData Source(s):  
Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower?  
☐ Yes☒ NoIf Yes, report the total dollar amount and describe items paid. \$

NEIGHBORHOOD DESCRIPTION

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Trends				One-Unit Housing			Present Land Use %		
Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	Price	Age	One Unit	50	%	
Built-Up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	10	%	
Growth	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing Time	<input type="checkbox"/> Under 3 mnths	<input checked="" type="checkbox"/> 3-6 mnths	<input type="checkbox"/> Over 6 mnths	300	Low	0	Multi-family	0	%
Neighborhood Boundaries	The subject neighborhood consists of the northwestern section of St. George.							1,200	High	30	Commercial	10	%
								600	Pred.	15	Vacant	30	%

	Good	Average	Fair	Poor		Good	Average	Fair	Poor
Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General appearance of properties	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Primary Education	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Police/Fire Protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employment Stability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Overall appeal to market	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Neighborhood Description: The subject neighborhood consists of the western section of St. George. The neighborhood contains a variety of single family residences, multiple family properties, and commercial conveniences. The subject property is located in the Divario project, a planned development of single family properties. The central section of St. George is located approximately three miles east of the subject neighborhood.

Market Conditions (including support for the above conclusions): According to the Washington County Board of Realtors, the median price for a single family residence during the first 11 months of 2023 was reported at \$269.76 per square foot. During this same period in 2022, the median price was reported at \$283.89 per square foot. A comparison of these two periods indicates a decline of 5.0 percent in the median price per square foot. The median price peaked in June 2022 at \$301.91 per square foot. A comparison of the median price during from July 2023 to November 2023 with the same period in 2022 indicates a nominal decrease of 0.9 percent. The median price over the past 12 months has ranged from \$261.29 to \$274.25 per square foot. The November 2023 price was reported at \$268.17 per square foot. The November 2022 median price was reported at \$261.29 per square foot, indicating a slight increase of 2.6 percent. Over, the median price is relatively stable.

SITE DESCRIPTION

Dimensions: IrregularArea: 12153 sf☒ Acres☐ Sq. Ft. Shape IrregularView City

Specific Zoning ClassificationR-1-7Zoning DescriptionResidential Single Family (7,000 Square Foot Lot)

Zoning Compliance☒ Legal☐ Legal Nonconforming (Grandfathered Use)☐ No Zoning☐ Illegal (Describe)

Uses permitted under current zoning regulationsSingle Family Residence

Highest and Best Use: Single Family Residence

Describe any improvementsNone

Do present improvements conform to zoning?☐ Yes☐ No☒ No Improvements (If "No", Explain)

Present Use of Subject SiteVacant LotCurrent or Proposed Ground Rent☐ Yes☒ NoIf yes, \$

Topography: LevelSize: 12153 sfShape IrregularDrainage Adequate

Corner Lot☐ Yes☒ NoUnderground Utilities:☒ Yes☐ NoFenced?☐ Yes☒ NoIf yes, type

Special Flood Hazard Area☐ Yes☒ NoFEMA Flood Zone XFEMA Map # 49053C1007GFEMA Map Date 04/02/2009

Utilities	Public	Other	Provider or description	Off-Site Improvements	Type/Description	Public	Other
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	St. George City	Street Surface	Asphalt	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Dominion Energy	Street Type/Influence	Typical		
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	St. George City	Curb/Gutter	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	St. George City	Sidewalks	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		Street/Lights (Type)	Overhead LED	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		Alley	None	<input type="checkbox"/>	<input type="checkbox"/>

Are the utilities and off-site improvements typical for the market?☒ Yes☐ NoIf No, describe:

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?☐ Yes☒ NoIf Yes, describe  
N/A

Site Comments: The subject site is a level parcel ready for development.

The subject site is zoned R-1-7, which is defined as Planned Development - Residential. The zoning allows a density that is permitted by the St. George General Plan, which is MDR (Medium Density Residential).

LAND APPRAISAL REPORT

There are 11 comparable sites currently offered for sale in the subject neighborhood ranging in price from \$ 129,000 to \$ 525,000
There are 24 comparable sites sold in the past 12 months in the subject neighborhood ranging in price from \$ 55,000 to \$ 575,000

COMPARABLE SALES							
FEATURE	SUBJECT	COMPARABLE #1		COMPARABLE #2		COMPARABLE #3	
Address	Lot 106 on Cecita Way	Lot 36 on Lost Creek Drive		Lot 37 on Lost Creek Drive		3979 Sunset Drive	
City and Zip Code	St. George, Utah 84770	St. George, Utah 84770		St. George, Utah 84770		Santa Clara, Utah 84765	
Proximity to Subject		0.97 miles NE		0.97 miles NE		2.48 miles NW	
Data Sources		County Recorder/WCMLS		County Recorder/WCMLS		County Recorder/WCMLS	
Verification Sources		Document No. 20230023751		Document No. 20230020916		Document No. 20230005084	
Sale Price	\$ 0		\$ 279,000		\$ 279,000		\$ 315,000
Price/ Per Square Acre or SF	\$ 0.00	\$ 24.09		\$ 21.56		\$ 15.39	
Date of Sale (MO/DA/YR)		08/08/2023		07/13/2023		02/04/2023	
Days on Market		1		1		164	
Financing Type		Cash		Cash		Cash	
Concessions		\$0		\$0		\$0	
Location	St. George	St. George		St. George		Santa Clara	
Property Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site Size	12153 sf	11580 sf		12943 sf		20473 sf	
View	City	City- 20,000		City- 20,000		City	
Topography	Level	Level		Level		Level	
Available Utilities	All	All		All		All	
Street Frontage	Typical	Typical		Typical		Typical	
Street Type	Asphalt	Asphalt		Asphalt		Asphalt	
Water Influence	None	None		None		None	
Fencing	None	None		None		None	
Improvements	None	None		None		None	
Parcel No.	SG-CCD-3-106	SG-RBES-36		SG-RBES-37		SC-HSA-3-310	
Net Adjustments (Total, in \$)		<input checked="" type="checkbox"/> X + <input type="checkbox"/> -	\$ 20,000	<input checked="" type="checkbox"/> X + <input type="checkbox"/> -	\$ 20,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> X -	\$ -15,000
Adjusted sales price of the comparable sales (in \$)		Net=7%	\$	Net=7%	\$	Net=-5%	\$
		Gross=7%	\$ 299,000	Gross=7%	\$ 299,000	Gross=5%	\$ 300,000

The Appraiser has researched the transfer history of the subject property for the past 3 years and the listing history of the subject for the past 12 months prior to the effective date of this appraisal.

The appraiser has also researched the transfer and listing history of the comparable sales for the past 12 months.

The appraiser's research ☐ Did ☒ X Did Not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of the appraisal

Data Sources: Washington County Recorder and the Washington County Multiple Listing Service (WCMLS)

The appraiser's research ☐ Did ☒ X Did Not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Sources: Washington County Recorder and the Washington County Multiple Listing Service

The appraiser's research ☐ Did ☒ X Did Not reveal any prior listings of the subject property or comparable sales for the year prior to the effective date of the appraisal.

Data Sources: Washington County Recorder and the Washington County Multiple Listing Service

Listing/Transfer History (if more than two, use comments section or an addendum)	Transfer/Sale (ONLY) of Subject in past 36 months:		Listing and Transfer history of Comp 1 in past 12 months		Listing and Transfer history of Comp 2 in past 12 months		Listing and Transfer history of Comp 3 in past 12 months	
	\$ N/A		\$ N/A		\$ N/A		\$ N/A	
	\$		\$		\$		\$	
Subject Property is Currently Listed for Sale?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Data Source: Washington County Multiple Listing Service				
Current Listing History	List Date		List Price		Days on Market		Data Source	
	N/A		\$ N/A		N/A		Washington County MLS	
Subject Property has been listed within the last 12 Months?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Data Source:				
12 Month Listing History	List Date		List Price		Days on Market		Data Source	
	N/A		\$ N/A		N/A		Washington County MLS	
			\$					

Comments on Prior Sales/Transfers and Current and Prior Listings: The subject parcel was legally created on November 29, 2023 (Document No. 20230035698). It has not previously sold in the past three years. The property is being offered for sale at \$309,000.

Summary of the Sales Comparison Approach: The five sales occurred during 2023. The subject property has an elevated city view that is similar to Comparable Five. The other four sales have inferior city views. After adjusted, the sales indicate a narrow range of value. The asking price for the subject lot is slightly higher than the comparables indicate. It would be considered at the upper end of its value range.

After adjustment, the five sales indicate a range from \$299,000 to \$300,000, or an average of \$299,200. A market value estimate of \$300,000 is considered reasonable.

Reconciliation Comments: The sales comparison approach is the most appropriate valuation technique in estimation the market value of residential lots. Other indirect site or land valuation techniques are not utilized in the local market. Since buyers and sellers in the marketplace utilize the sales comparison approach, it is utilized as the only valuation technique to value of the subject property.

This appraisal is made ☒ X "as-is" ☐ Subject to the following conditions or inspections:

Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is:

Opinion of Market Value: \$300,000 as of: 12/12/2023, which is the date of inspection and the effective date of this appraisal.

LAND APPRAISAL REPORT

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of Homeowner's Association (HOA)?

☐ Yes☐ No

Unit type(s)

☐ Detached☐ Attached

Provide the following information for PUDs ONLY if the developer/builder of the HOA and the subject property is an attached dwelling unit.

Legal name of project:

Total number of phases:Total number of units:Total number of units sold:

Total number of units rented:Total number of units for sale:Data source(s):

Was the project created by the conversion of an existing building(s) into a PUD?

☐ Yes☐ No

If yes, date of conversion:

Does the project contain any multi-dwelling units?

☐ Yes☐ No

Data Sources:

Are the units, common elements and recreation facilities complete?

☐ Yes☐ No

If no, describe the status of completion.

Describe common elements and recreational facilities:

CERTIFICATIONS AND LIMITING CONDITIONS

This report form is designed to report an appraisal of a parcel of land which may have some minor improvements but is not considered to be an "improved site". All improvements are considered to be of relatively minor value impact on the overall value of the site. This report is not designed to report on an "improved site" where significant value is derived from the improvements. This appraisal report form many be used for single family, multi-family sites and may be included within a PUD development. This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions and certifications. Modifications, additions, or deletions to the intended use, intended user, definitions of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material altercations to this appraisal report, such as those required by law or those related to the appraiser's continuing educations or membership in an appraisal organizations are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject site and any limited improvements, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research verify and analyze date from reliable public and/or private sources, and (5) report his or her analysis, opinions and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this report is the client identified within the appraisal report.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and passing of title from the seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale. (Source OCC, OTS, FRS, & FDIC joint regulations published June 7, 1994)

\*Adjustments to the comparables must be made for special or creative concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition of law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1.

The appraiser will not be responsible for matters of a legal nature that affect the subject property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2.

The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

3.

The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

4.

The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the subject property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties express or implied. The appraiser will not be responsible for any such conditions that do exist or for the engineering or testing that might be required to discover whether such conditions do exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal must not be considered as an environmental assessment of the property.

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1.

I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2.

I performed a complete visual inspection of the subject site and any limited improvements. I have reported the information in factual and specific terms. I identified and reported deficiencies of the subject site that could affect the utility of the site and its usefulness as a building lot(s).

3.

I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4.

I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them unless indicated elsewhere within this report as there are no or very limited improvements and these approaches to value are not deemed necessary for credible results and/or reliable indicators of value for this appraisal assignment.

5.

I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6.

I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year to the date of the sales of the comparable sale, unless otherwise indicated in this report.

7.

I selected and used comparable sales that are locally, physically, and functionally the most similar to the subject property.

8.

I have not used comparable sales that were the result of combining multiple transactions into one reported sale.

9.

I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10.

I have verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property and comparable sales.

11.

I have knowledge and experience in appraising this type of property in this market area.

12.

I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.



LAND APPRAISAL REPORT

CERTIFICATION AND LIMITING CONDITIONS (CONTINUED)

13.

I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable source that I believe to be true and correct.
14.

I have taken into consideration the factors that have an impact on value with the respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15.

I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16.

I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17.

I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants or the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18.

My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or attainment of a specific result or occurrence of a specific subsequent event (such as approval of a of a pending mortgage loan application.)
19.

I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20.

I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21.

I am aware that any disclosure of distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniforms Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.  
If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1.

I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2.

I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3.

The appraiser identified in this appraisal report is either sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is accepted to perform this appraisal under the applicable state law.
4.

This appraisal report complies with the Uniform Standards or Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5.

If this appraisal report was transmitted as an "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

Signature

Name

Daniel Johnson, MAI, SRA

Company Name

Johnson Appraisal, Inc.

Company Address

782 S River Road, #104  
St. George, UT 84790

Telephone Number

(435) 674-2191

Email Address

johnson@infowest.com

Date of Signature and Report

12/15/2023

Effective Date of Appraisal

12/12/2023

State Certification #

5452150-CG00

or State License #

or Other (describe)

State#

State

UT

Expiration Date of Certification or License

07/31/2025

Signature

Name

Company Name

Company Address

Telephone Number

Email Address

Date of Signature

State Certification #

or State License #

State

Expiration Date of Certification or License

SUBJECT PROPERTY

☐

Did not inspect subject property

☐

Did inspect exterior of subject property from street

Date of Inspection

☐

Did inspect interior and exterior of subject property

Date of Inspection

COMPARABLE SALES

☐

Did not inspect exterior of comparable sales from street

☐

Did inspect exterior of comparable sales from street

Date of Inspection

ADDRESS OF PROPERTY APPRAISED

Lot 106 on Cecita Way  
St. George, Utah 84770

APPRAISED VALUE OF SUBJECT PROPERTY \$

300,000

LENDER/CLIENT

NameKade Bringhurst - Technical Services Manager

Company Name

City of St. George

Company Address

175 East 200 North  
St. George, Utah 84770

Email Address

kade.bringhurst@sgcity.org



APPRAISAL COMPLIANCE

Owner	St. George 730, LLC				
Address	Lot 106 on Cecita Way			Unit No.	
City	St. George	County	Washington	State	Utah
Client	City of St. George			Zip Code	84770

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

☒ Appraisal Report      This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).

☐ Restricted Appraisal Report      This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

ADDITIONAL CERTIFICATIONS

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to parties involved
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

PRIOR SERVICES

- ☒ I have **NOT** performed services, as an appraiser or in another capacity, regarding the property that is the subject of the report within the three-year period immediately preceding acceptance of this assignment.
- ☐ **I HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

PROPERTY INSPECTION

- I ☒ **HAVE** made a personal inspection of the property that is the subject of this report.
- I ☐ have **NOT** made a personal inspection of the property that is the subject of this report.

APPRAISAL ASSISTANCE

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

Significant Professional Assistance - Craig Johnson, Licensed Appraiser (License No. 9890930-TR00 - Expires November 30, 2024), assisted the appraiser with all parts of the appraisal process, including property inspection, data collection, and input. He also assisted with the highest and best use analysis, sales comparison approach, and the writing of the report. The appraiser supervised and was involved in the entire appraisal process, comparable sale selections, and all other aspects of the appraisal and report writing. The final analysis and conclusions are the appraisers.

ADDITIONAL COMMENTS

Additional USPAP related issues requiring disclosure and/or any state mandated requirements:    My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute and the 2020-2021 Edition of the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. The expiration date for the 2020-2021 Edition of USPAP has been extended to December 31, 2023.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, Daniel Johnson has completed the continuing education program for Designated Members of the Appraisal Institute.


MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

☒ A reasonable marketing time for the subject property is 60 day(s) utilizing market conditions pertinent to the appraisal assignment.

☒ A reasonable exposure time for the subject property is 60 day(s).

APPRAISER

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature 	Signature _____
Name Daniel Johnson, MAI, SRA	Name _____
Date of Signature 12/15/2023	Date of Signature _____
State Certification # 5452150-CG00	State Certification # _____
or State License # _____	or State License # _____
State UT	State _____
Expiration Date of Certification or License 07/31/2025	Expiration Date of Certification or License _____
Effective Date of Appraisal 12/12/2023	Supervisory Appraiser Inspection of Subject Property: <input type="checkbox"/> Did Not <input type="checkbox"/> Exterior Only from street <input type="checkbox"/> Interior and Exterior



SUBJECT PHOTO ADDENDUM

Owner	St. George 730, LLC						
Property Address	Lot 106 on Cecita Way						
City	St. George	County	Washington	State	Utah	Zip Code	84770
Client	City of St. George		Address	175 East 200 North, St. George, Utah 84770			



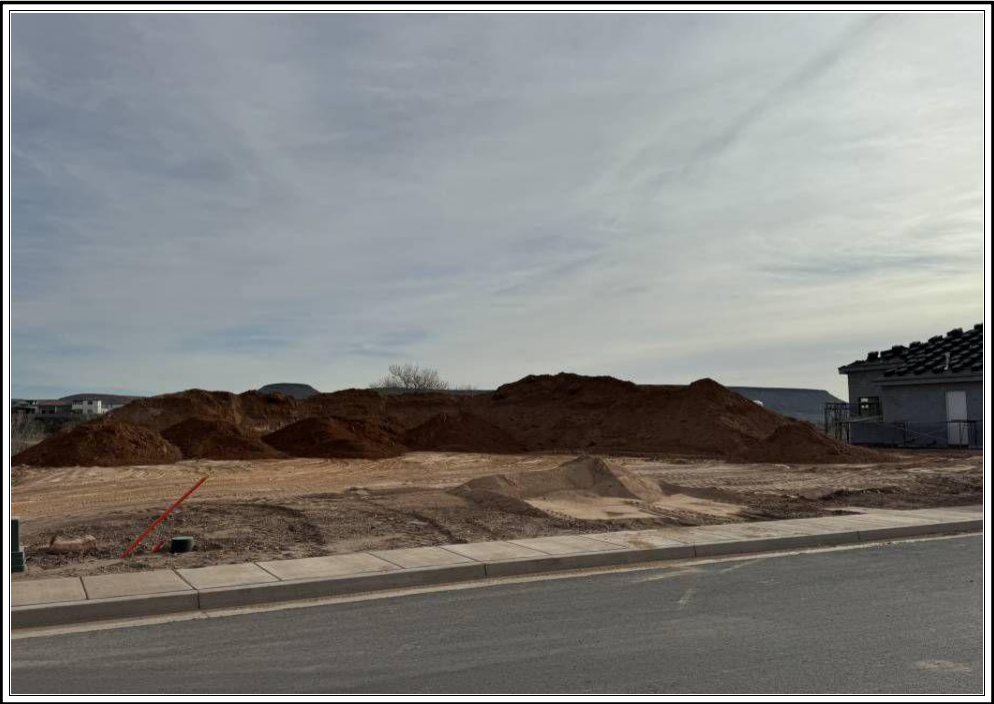
Front View



Rear View



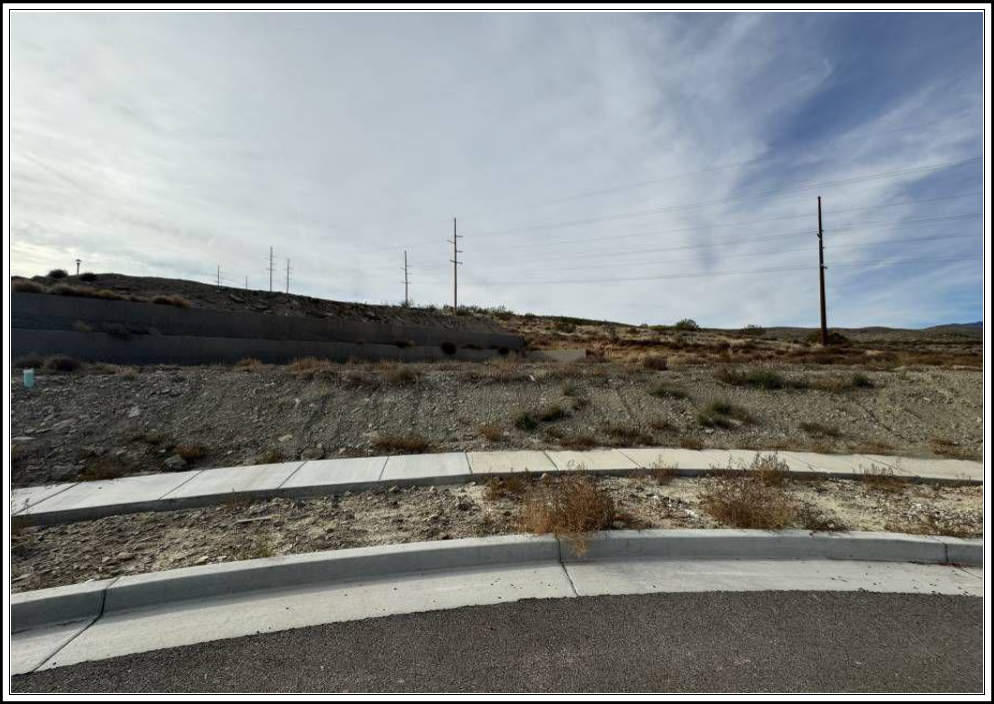
Owner St. George 730, LLC							
Property Address Lot 106 on Cecita Way							
City	St. George	County	Washington	State	Utah	Zip Code	84770
Client	City of St. George			Address	175 East 200 North, St. George, Utah 84770		



**COMPARABLE SALE #** 1  
Lot 36 on Lost Creek Drive  
St. George, Utah 84770



**COMPARABLE SALE #** 2  
Lot 37 on Lost Creek Drive  
St. George, Utah 84770



**COMPARABLE SALE #** 3  
3979 Sunset Drive  
Santa Clara, Utah 84765



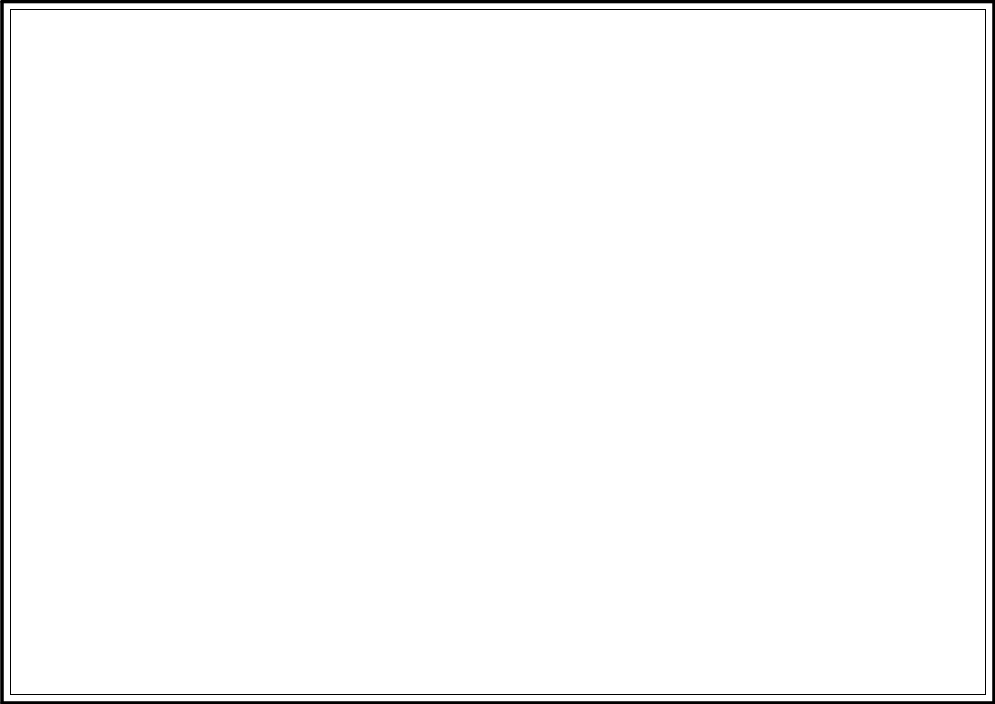
Owner St. George 730, LLC							
Property Address Lot 106 on Cecita Way							
City	St. George	County	Washington	State	Utah	Zip Code	84770
Client	City of St. George			Address	175 East 200 North, St. George, Utah 84770		



**COMPARABLE SALE #** 4  
Lot 47 on Lost Creek Drive  
St. George, Utah 84770

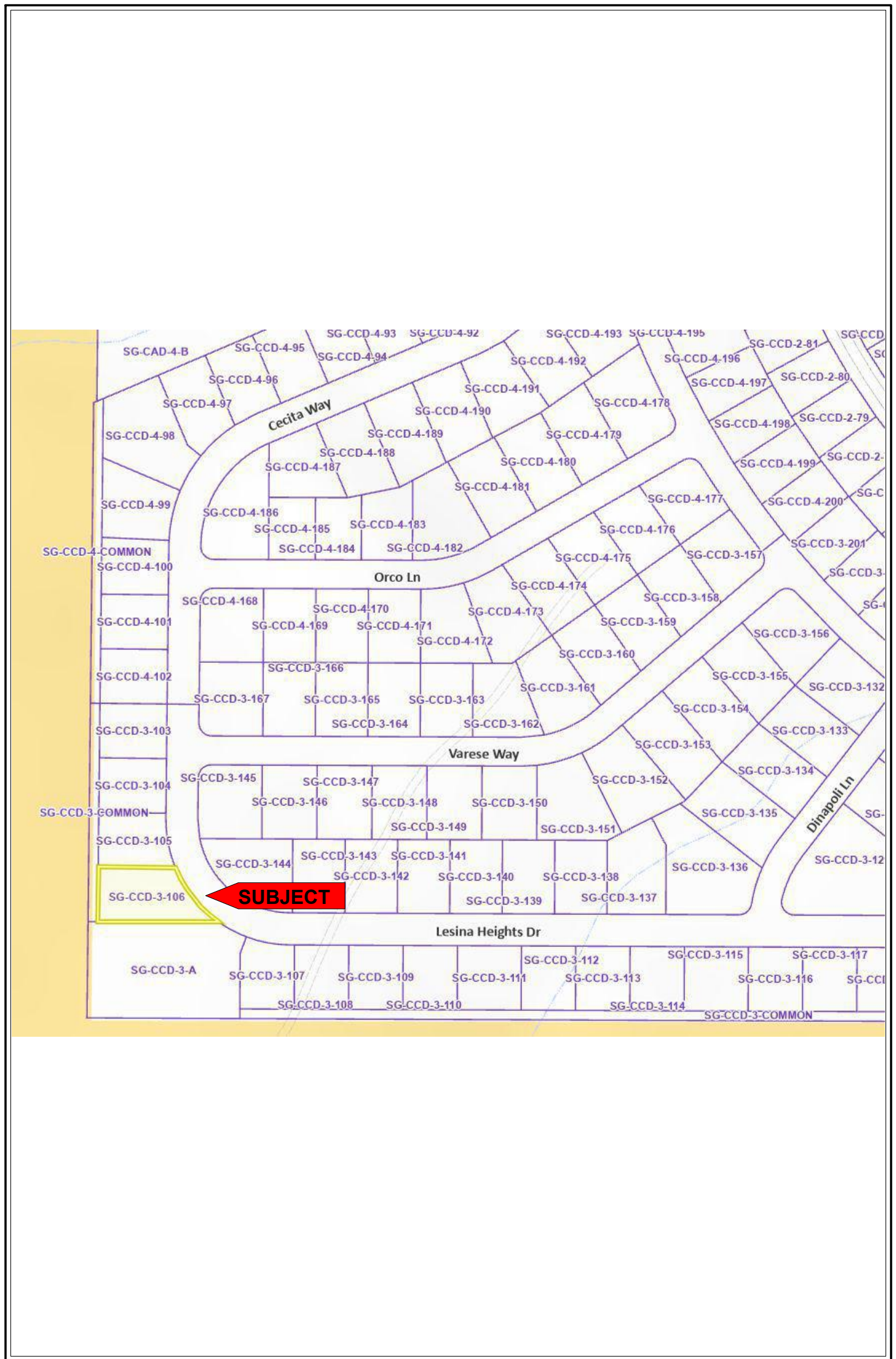


**COMPARABLE SALE #** 5  
Lot 41 on Lost Creek Drive  
St. George, Utah 84770



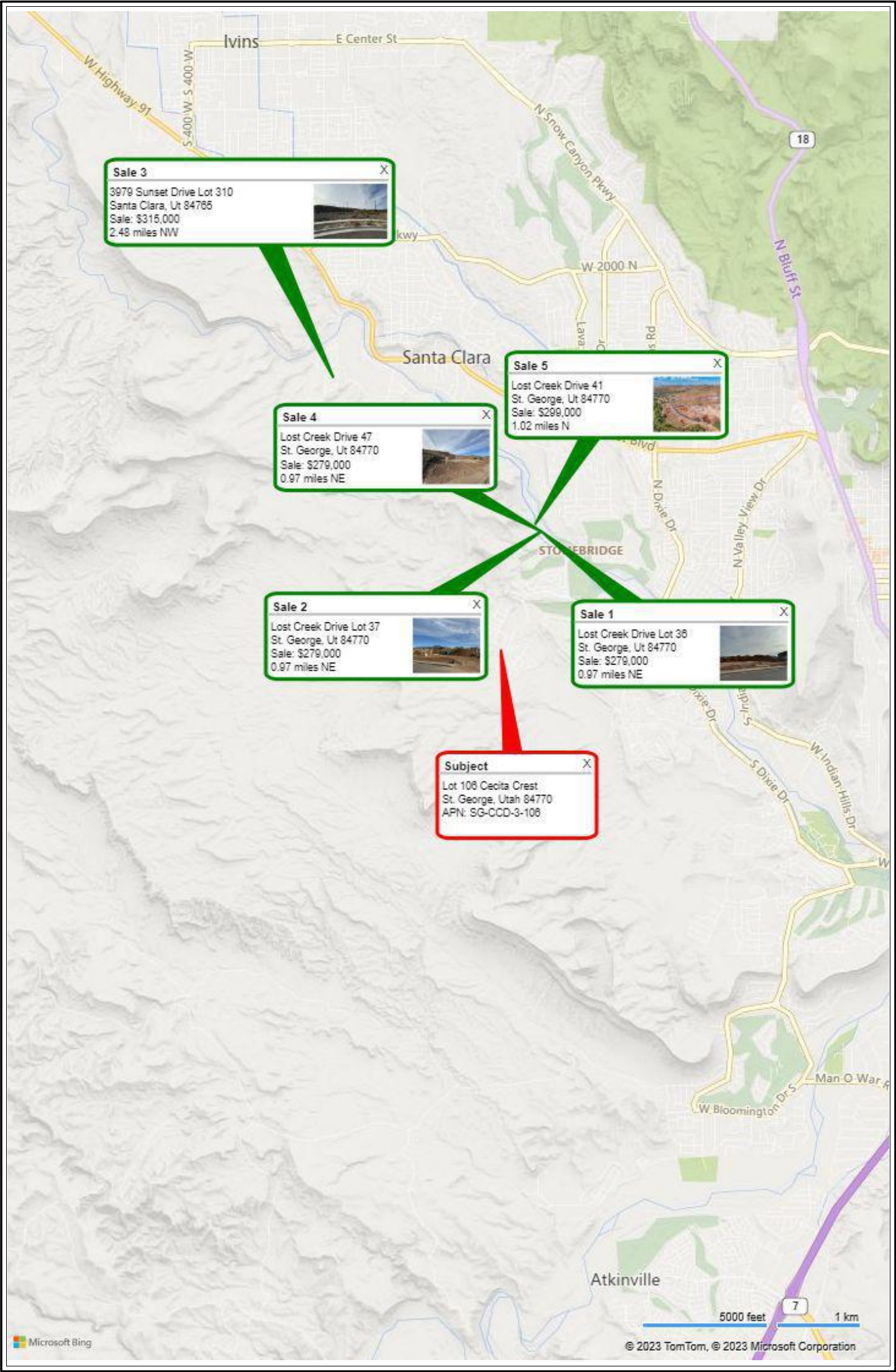
**COMPARABLE SALE #** 6

Owner	St. George 730, LLC						
Property Address	Lot 106 on Cecita Way						
City	St. George	County	Washington	State	Utah	Zip Code	84770
Client	City of St. George		Address	175 East 200 North, St. George, Utah 84770			





Owner	St. George 730, LLC						
Property Address	Lot 106 on Cecita Way						
City	St. George	County	Washington	State	Utah	Zip Code	84770
Client	City of St. George		Address 175 East 200 North, St. George, Utah 84770				





## **AGREEMENT TO PURCHASE REAL PROPERTY**

The City of St. George, a Utah municipal corporation, (the “City”), and St. George 730, LLC (“Seller”), hereby enter this Agreement to Purchase Real Property (“Agreement”) effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (the “Effective Date”). City and Seller are also referred to as a “Party” or collectively as the “Parties”.

### **RECITALS**

- A. Seller owns real property located within the City known as Lot 106 in Cecita Crest Subdivision, and identified as Washington County Tax Parcel SG-CCD-3-106. The total acreage is approximately 0.279 acres.
- B. The City desires to acquire the Parcel(s) for the purpose of constructing a water storage tank to service the development which parcel is more fully described in **Exhibit A** which is attached hereto (the “Property”).
- C. Seller has expressed its desire to sell and has represented to the City that it is willing and able to transfer the Property to the City free and clear of all liens and encumbrances and free and clear of all personal property.
- D. The Parties have negotiated in good faith the purchase of the Property by the City (the “Purchase”), have identified terms believed to be acceptable to the Parties, and now desire to memorialize the terms in this Agreement as a final written expression of their agreement.

### **TERMS**

In consideration of the foregoing recitals and covenants, obligations, terms, and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Parties agree as follows:

1. Property. Seller agrees to sell and convey to the City by Warranty Deed (**Exhibit C**) the Property described in **Exhibit A**. The sale and conveyance also includes all of Seller’s right, title and interest in all improvements to the Property (the “Improvements”) and all appurtenances

to the Property including, but not limited to Seller's interest in any and all easements, rights-of-way, water rights, well rights, water shares, ditches or canals, on or adjacent to the Property, and in any and all easements, rights-of-way, rights, leases, permits, title, privileges, entitlements, and licenses relating to or benefiting the Property unless expressly excluded pursuant to this Agreement (collectively the "Appurtenances").

2. Consideration. On the terms and conditions stated herein, and in consideration for the sale of the Property:

2.1 Purchase Price. City shall pay Seller the purchase price of Three Hundred Thousand Dollars (\$300,000.00) for the Property which sum is considered by the Parties to be the fair market value of the Property ("Purchase Price").

3. Escrow and Escrow Agent. The purchase contemplated by this Agreement shall be escrowed (the "Escrow"), closed, and settled at the offices of Southern Utah Title Company, 157 E. Riverside Drive, Suite 1B, St. George, UT 84790 ("Escrow Agent"). This Agreement together with other written instructions as may be provided by the Parties to the Escrow Agent, shall constitute its escrow instructions to the Escrow Agent.

3.1 Earnest Money. Not more than five (5) business days after the Effective Date, City shall open escrow by the deposit of ten thousand dollars (\$10,000) as earnest money (the "Earnest Money") with Escrow Agent who shall ensure that the Earnest Money is held by Escrow Agent in a federally insured interest-bearing account until closing. All interest earned while on deposit with Escrow Agent shall accrue to the benefit of the City.

3.2 Title Insurance. Upon deposit of the Earnest Money, Sellers shall cooperate with the City to cause the Escrow Agent to issue a commitment for a Standard ALTA Policy of Title Insurance (the "Title Commitment") in the full amount of the Purchase Price, issued by Escrow Agent, showing all matters affecting title to the Property, including all exceptions, easements, restrictions, rights-of-way, covenants, reservations and other conditions or encumbrances, together with legible copies of all recorded documents creating such title exceptions (the "Title Documents"). Sellers shall also deliver to the City copies of all written leases, tenancies, occupancy agreements, rental agreements and other similar agreements affecting the Property and a full written description of any such agreements which are not written.

3.3 Closing of Escrow and Closing Conditions. The closing of Escrow shall be within sixty (60) days' of the Effective Date of this Agreement, subject to City approval of all Closing Conditions (the "Closing Conditions") which are set forth below. City shall have no obligation to complete the Purchase unless and until each of the Closing Conditions are met to the satisfaction of the City, as determined by the City in the City's sole and absolute discretion. If the Closing Conditions are accepted by the City, City shall notify Seller and Escrow Agent in writing and shall deposit the amount of the Purchase Price, less the Deposit and



all accrued interest, with Escrow Agent. Upon receipt of the City's notice and receipt of the balance of the Purchase Price, Escrow Agent shall promptly proceed to record the Conveyance Documents and post the Purchase Price, less any obligations attributable to Seller, for delivery to Seller.

3.3.1 Physical Condition. The City shall approve of the physical condition and circumstances of the Property. To facilitate the City's approval, within 20 calendar days of the Effective Date Seller shall disclose to the City all documents in Seller's possession, or issues of which Seller is aware, affecting the physical condition of the property, including but not limited to patent or latent defects, soils, and the presence of any hazardous materials. Further, Seller hereby grants to the City and the City's agents and consultants a license to enter upon the Property for the purpose of conducting, at the City's sole expense, the City's review of the Property. Seller shall reasonably cooperate with the City in the inspection of the Property; provided however that Seller shall not be required to incur any expenses with regard to the City's inspection. The City shall indemnify, defend, and hold Seller harmless for any expenses or claims resulting from the City's entry onto the Property. The City shall not engage in any testing which will damage the Property in any way without further written consent from Seller.

3.3.2 Title. The City shall approve of the condition of title and all encumbrances affecting title to the Property. To facilitate the City's approval, within 20 calendar days of the Effective Date Seller shall disclose to the City all documents in Seller's possession, or issues of which Seller is aware, affecting title to the property, including any security interests, leases, notices of claim, etc. Further, Escrow Agent shall issue to the City a commitment of title insurance showing all encumbrances shown on public records. If the City disproves of the any encumbrances affecting title to the Property which may be removed through the payment of funds, including but not limited to taxes not yet due but appearing as a lien on title to the Property, the City may elect to proceed to complete the Purchase and may, at the City's sole discretion, direct Escrow Agent to pay from the Purchase Price any amounts necessary to secure the release of any such encumbrances.

3.3.3 Legislative Approval. The St. George City Council as the legislative and governing body of the City shall approve this Agreement, in the City Council's sole and absolute discretion.

3.3.4 Failure of Closing Conditions. If any Closing Condition is not fulfilled, the City may terminate this Agreement at any time by notifying Seller and Escrow Agent in writing, upon which notice this Agreement shall be null and void and neither Party shall have any further obligation or liability pursuant to this Agreement. Upon termination pursuant to this section,

Escrow Agent shall return all documents and funds received from either Party to the submitting Party.

3.3.5 City Obligations. The City shall be responsible for one half of the closing costs, it being understood that there will not be any recording fee. The City shall also be responsible for any expenses incurred by the City related to this transaction, attorney's fees for the City's attorney, if any, and any commission to the City's broker, if any.

3.3.6 Seller Obligations. Seller shall be responsible for one-half of the closing costs and shall pay the cost of the owner's policy of title insurance obtained by the City. Seller shall also be responsible for any expenses incurred by Seller related to this transaction, including any attorney's fees for Seller's attorney, if any, any commission to Seller's broker, if any, and the payment of any taxes or fees related to the Property accruing on or before the date Warranty Deed is recorded. Further, Seller hereby consents to the payment from the Purchase Price any and all amounts necessary to obtain releases of any encumbrances or liens affecting title to the Property including taxes not yet due but appearing as a lien on title to the Property.

3.4 Conveyance: Seller shall convey to the City, all rights and title to the Property free and clear of all liens and encumbrances, by delivering a duly executed and notarized Warranty Deed to Escrow Agent.

4. Representations and Warranties. Seller hereby represents and warrants to the City as follows:

4.1 Authority. Seller has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by Seller of this Agreement, and the performance by Seller of its obligations hereunder, have been duly and validly authorized by all necessary action on behalf of Seller. This Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid, and binding obligation of Seller enforceable against Seller in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance, or other similar law relating to or affecting the rights of creditors generally, or by general equitable principles.

4.2 No Conflicts. The execution and delivery of this Agreement and the consummation or the compliance herewith of the transaction contemplated hereby will not: (i) result in any breach of any of the terms or conditions of, or constitute a default under, the organizational documents of Seller, or any material contract by which Seller is bound; (ii) result in any violation of any governmental, law, rule, regulation, judgment, writ, degree, injunction or order applicable to the

Property; (iii) require notice to or the consent, authorization, approval, or order of any governmental authority, or (iv) result in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or Agreement, except to the extent otherwise disclosed in this Agreement.

- 4.3 Foreign Status. Seller is not a “foreign person” as defined under Section 1445(f) of the Internal Revenue Code.
- 4.4 Legal Proceedings. There are no claims, actions, suits, or proceedings pending or threatened against the Property or Seller that would reasonably be expected to result in the issuance of a writ, judgment, order, or decree restraining, enjoining or otherwise prohibiting or making illegal, the consummation of any of the transactions contemplated by this Agreement.
- 4.5 Condemnation. Other than that provided by the City, Seller has not received written notice of any existing or pending, condemnation or similar proceedings against or involving the Property or any plan, study, or effort to rezone the Property or to widen, modify, regrade, or realign any street or highway that borders the Property.
- 4.6 Patriot Act Compliance. Neither Seller nor its affiliates is in violation of any laws relating to terrorism, money laundering or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Action of 2001, Public Law 107-56 and Executive Order No. 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) (the “Executive Order”) (collectively, the “Anti-Money Laundering and Anti-Terrorism Laws”). Neither Seller nor its affiliates is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time. Neither Seller nor its affiliates or any of its brokers or other agents in any capacity in connection with the sale of the Property (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists referenced above, (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws. Neither Seller, nor any person or entity controlling or controlled by Seller, is a country, territory, individual or entity named on any of the lists maintained by the United States Department of Commerce (Denied Persons and Entities), the list maintained by the United States Department of Treasury (Specially Designated Nationals and Blocked Persons), and the lists maintained by the United States Department of State (Terrorist

Organizations and Debarred Parties) (collectively, "Government Lists"), and the monies used by Seller in connection with this Agreement and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery laws and regulations (including funds being derived from any person, entity, country or territory on a Government List or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).

- 4.7 Environmental Condition. Seller has not treated, recycled, stored, disposed of, arranged for, or permitted the disposal of, transported, handled, or released any substance, including Hazardous Materials (as defined below), or operated the Property in violation of Environmental Laws (as defined below) in a manner that would trigger an enforcement action thereunder. "Hazardous Materials" means any gasoline, petroleum, or petroleum products or by-products, radioactive materials, asbestos-containing materials, polychlorinated biphenyls, and any other chemicals, materials, wastes, or substances designated, classified, or regulated as hazardous or toxic or as a pollutant or contaminant under any Environmental Law. "Environmental Laws" means any and all federal, state, local, or municipal laws (including common law), rules, orders, regulations, statutes, ordinances, codes, decrees, or other requirements as now or may at any time hereafter be in effect, and any binding judicial or administrative interpretation thereof, including any binding judicial or administrative order, consent decree or judgment, regulating, relating to or imposing liability or standards of conduct concerning pollution or protection of the environment or human health or safety.
- 4.8 Solvency. Seller has not (i) made a general assignment for the benefit of its creditors, (ii) admitted in writing its inability to pay its debts as they mature, (iii) had an attachment, execution or other judicial seizure of any property interest which remains in effect, or (iv) taken, failed to take, or submitted to any action indicating a general inability to meet its financial obligations as they accrue. There is not pending any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or recomposition of Seller or any of its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, seeking appointment of a receiver, trustee, custodian, or other similar official for any of them or for all or any substantial part of its or their property.
- 4.8 Untrue Statements. To the knowledge of Seller, none of the representations and warranties in this Section contains any untrue statement of material fact or omits to state a material fact necessary, in light of the circumstances under which it was made, to make any such representation not misleading in any material respect.
5. Default, Remedies and Termination. It shall constitute an event of default of this Agreement if any Party fails to timely deliver any of its performances at the times indicated under this Agreement. The defaulting Party shall be liable to pay any escrow cancellation charges as a result of an event of default. In no event shall either Party be entitled to recover lost

profits or appreciation or other consequential damages as a result of an event of default. Each Party shall be responsible for timely notifying the defaulting Party in writing of the event of default and the non-defaulting Party's election of the remedy provided below:

5.1 Default by Seller. In the event Seller defaults under this Agreement, the City's exclusive remedies shall be to either: (i) terminate this Agreement retaining and recouping all payments made; or (ii) pursue an action for specific performance against Seller.

5.2 Default by the City. In the event City defaults under this Agreement, Seller's exclusive remedy shall be to terminate this Agreement and receive \$1,000.00 as liquidated damages.

6. Interpretation. Captions and headings are used for reference only and must not be used in construing or interpreting this Agreement. All recitals set forth at the beginning of this Agreement are, by this reference, fully incorporated into this Agreement and the facts recited therein shall be deemed conclusive for any purpose. All exhibits referred to in this Agreement are deemed fully incorporated herein, whether or not actually attached. As used herein (i) the singular include the plural (and vice versa) and the masculine or neuter gender include the feminine gender (and vice versa) as the context may require; (ii) locative adverbs such as "herein", "hereto", and "hereunder" refer to this Agreement in its entirety and not to any specific section or paragraph; (iii) the terms "include", "including", and similar terms must be construed as though followed immediately by the phrase "but not limited to;" and (iv) the terms "Party" and "Parties" refer only to a named Party or Parties to this Agreement unless the context requires otherwise. All Parties have jointly participated in the negotiation and drafting of this Agreement upon advice of their own, independent counsel or had the opportunity to do so, and this Agreement must be construed fairly and equally as to all Parties as if drafted jointly by them. If there is any conflict between the terms of this Agreement and any other related documents, including any exhibits identified herein, the terms of this Agreement shall prevail.

7. Acknowledgement of Public Disclosure Laws. Seller hereby acknowledges that the City is subject to the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor, that pursuant thereto all materials submitted by Seller pursuant to this Agreement may be subject to disclosure as government records, and that the City has no duty or obligation to withhold any such materials from disclosure in any manner.

8. Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the named Parties and to their respective heirs, representatives, successors and permitted assigns. This Agreement is intended for the exclusive benefit of the Parties and permitted assignees and is not intended and shall not be interpreted as conferring any benefit on any third party.

9. Brokers. The Parties acknowledge that there are no brokerage commissions associated with transactions contemplated by this Agreement. In the event any real estate broker claims a right to any commission or fee by virtue of dealing with one of the Parties hereto, then the Party who is alleged to have retained such broker shall and hereby does fully indemnify and hold the

other Party harmless from such claim. Such indemnification obligation shall survive any termination or cancellation of this Agreement.

10. Recording. Execution of this Agreement shall include execution of an Affidavit and Memorandum of Agreement which is attached hereto as **Exhibit B** to this Agreement, and which shall be recorded against the Property once fully executed.

11. Exhibits Incorporated. All Exhibits to this Agreement are expressly incorporated by reference herein as is fully set forth herein.

12. Entire Agreement. The Parties intend that this Agreement is the full and final expression of their agreement and constitutes their entire understanding regarding this subject matter. This Agreement supersedes any previous or contemporaneous negotiations or communications of any kind between the Parties and contains all of the terms agreed upon between the Parties. No Party relied on any other term, warranty, and/or covenant as an inducement to enter this Agreement.

13. Amendment. The Parties shall not amend or modify this Agreement in any way unless in writing signed by the Parties.

14. Further Action. Each Party shall promptly do any act or execute and deliver any document reasonably necessary to comply with their respective obligations under this Agreement in order to carry out the intent of the Parties in consummating this transaction.

15. Time of the Essence. Time is of the essence in each and every term and provision of this Agreement. All references to days herein shall be deemed to refer to calendar days unless otherwise specified. In the event that the final date for performance of any act required by this Agreement falls on a Saturday, Sunday, or legal holiday, such act may be performed on the next day which is not a Saturday, Sunday, or legal holiday.

16. Waiver. Neither the failure of either Party to insist upon the timely or full performance of any of the terms and conditions of this Agreement, nor the waiver of any breach of any of the terms and conditions of this Agreement, shall be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

17. Severability. If any court of competent jurisdiction declares any portion of this Agreement unenforceable, the Parties shall deem such portion as severed from this Agreement, and shall deem the remaining parts of this Agreement, including without limitation the remaining parts of the paragraph of which the unenforceable portion was a part, in full force and effect as though such unenforceable portion had never been part of this Agreement. The Parties shall replace any such unenforceable portion with an enforceable provision which will achieve, to the extent possible, the purposes of the unenforceable portion.

18. Forum and Law. This Agreement shall be governed by the laws of the state of Utah without respect to any principles of choice of law or conflicts of law. Jurisdiction and venue of



any action commenced relating to this Agreement shall be exclusively in courts located in, or with jurisdiction over, Washington County, Utah.

19. Notices, Requests, and Communications. Unless otherwise provided in this Agreement, all notices, requests, and communications required by this Agreement shall be in writing and may be delivered electronically to the individuals provided below or by any of the following means: (a) certified or registered mail, postage prepaid, return receipt requested, in which case the written document shall be deemed delivered upon the earlier of actual receipt or three business days after the postmark date, (b) recognized commercial overnight courier, in which case the written document shall be deemed delivered one business day after acceptance for next business-day delivery by the courier, or (c) personal delivery, in which case the written document shall be deemed delivered when received. The addresses to which the written documents shall be delivered are as follows:

If delivered to the City:	City of St. George Attn: <u>Kade Bringham</u> 175 E. 200 N. St. George, UT 84770
with a copy to:	St. George City Attorney 175 E. 200 N. St. George, UT 84770 <a href="mailto:legal@sgcity.org">legal@sgcity.org</a>
If delivered to Seller:	<u>Mark Schnippel</u> _8716 Spanish Ridge Ave., Suite 110_ __Las Vega, NV 89148

Any Party shall deliver notice of change of address in the manner described in this section. Said change in address or individual in this Section shall not constitute an amendment to this Agreement. Rejection or other refusal to accept a notice or the inability to deliver a notice because of a changed address of which no notice was given will be deemed to constitute receipt of the notice sent.

20. Execution. By executing this Agreement below, the executing individuals acknowledge that (1) they have read this Agreement, (2) they understand its terms, (3) they have had the opportunity to have this Agreement reviewed by independent counsel, (4) they have the full and complete authority to execute this Agreement on their own behalf or on the behalf of any entity which they represent, and (5) they intend to bind themselves or the entity which they represent, if any, to the terms of this Agreement in full. The failure of any executing individual to date their signature will not affect the validity of this Agreement.

21. Counterparts. This Agreement may be signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one and the same instrument. Any signature on this Amended DA transmitted by facsimile, electronically in PDF format, or by other generally accepted means of conveying digital

## REAL ESTATE PURCHASE AGREEMENT

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signatures (e.g. DocuSign) shall be deemed an original signature for all purposes and the exchange of copies of this Amended DA and of signature pages by any such transmission, or by a combination of such means, shall constitute effective execution and delivery of this Amended DA as to the Parties and may be used in lieu of the original for all purposes.

IN WITNESS of their intention to be bound by the above terms, the Parties hereby execute this Agreement as follows:

### **CITY OF ST. GEORGE**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Michele Randall, Mayor

Attested:

By: \_\_\_\_\_  
Christina Fernandez, City Recorder

Approved:

By: \_\_\_\_\_  
Jami R. Brackin, Deputy City Attorney

City Council Approval by Motion on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 with a favorable vote of \_\_\_\_\_ vote(1) in favor and \_\_\_\_\_ vote(s) opposed.

### **ST. GEORGE 730 L.L.C.**

A Nevada Limited Liability Company

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Marc Schnippel, President Plantation Inc.  
Manager

## **EXHIBIT A**

### *LEGAL DESCRIPTION OF PROPERTY*

<b>Parcel Number</b>	SG-CCD-3-106
<b>Acres</b>	.0279
<b>Address</b>	Lot 106 of Cecita Crest Subdivision
<b>Legal Description</b>	All of Lot 106, Cecita Crest at Divario Phase 3 Subdivision

**EXHIBIT B**

When Recorded Return To:

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

WARRANTY DEED

St. George 730, LLC Grantor, hereby quitclaims to CITY OF ST. GEORGE, a municipal corporation of the State of Utah, Grantee, for the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, all of its right, title and interest in the below described tracts of land located in Washington County, Utah:

[INSERT LEGAL DESCRIPTION]

Washington County Tax Parcel No(s). SG-CCD-3-106

Together with all improvements and appurtenances, restrictions, and reservations of record and those enforceable in law and equity.

WITNESS the hand of said Grantor this \_\_\_\_ day of \_\_\_\_\_, 2024

ST. GEORGE 730 L.L.C, a Nevada Limited Liability Company

\_\_\_\_\_  
Marc Schnippel  
Manager

State of \_\_\_\_\_ )  
  ):ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, \_\_\_\_\_ personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed in this instrument and executed the same in my presence on behalf of St. George 730 L.L.C., a Nevada Limited Liability Company

Witness my hand and official seal.

SEAL:

**EXHIBIT B**

\_\_\_\_\_  
NOTARY PUBLIC

Residing in \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ST. GEORGE CITY COUNCIL MINUTES  
SPECIAL MEETING  
JANUARY 2, 2024 12:00 P.M.  
CITY COUNCIL CHAMBERS**

**PRESENT:**

**Mayor Michele Randall  
Councilmember Jimmie Hughes  
Councilmember Dannielle Larkin  
Councilmember Natalie Larsen  
Councilmember Michelle Tanner  
Councilmember Steve Kemp**

**STAFF MEMBERS PRESENT:**

**City Manager John Willis  
City Attorney Shawn Guzman  
City Recorder Christina Fernandez**

**CALL TO ORDER:**

Mayor Randall called the meeting to order and welcomed all in attendance. An invocation was offered by Fire Chief Robert Stoker and The Pledge of Allegiance to the Flag was led by Mayor Randall.

Link to call to order, invocation, and flag salute: [00:00:00](#)

**SWEARING IN OF ELECTED OFFICIALS:**

Link to City Recorder Christina Fernandez swearing in Councilmembers Kemp, Hughes, and Larsen, including comments from the Mayor Randall and the City Council: [00:02:02](#)

**REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:**

No reports were provided.

**ADJOURN TO A CLOSED MEETING:**

**Request a closed session to discuss litigation, property acquisition or sale or the character and professional competence or physical or mental health of an individual.**

A closed meeting was not held.

**ADJOURN:**

Link to motion: [00:08:36](#)

**MOTION:**

A motion was made by Councilmember Larkin to adjourn.

**SECOND:**

The motion was seconded by Councilmember Kemp.

**VOTE:**

Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye  
Councilmember Larkin – aye  
Councilmember Larsen – aye



1 St. George City Council Minutes  
2 January 2, 2024  
3 Page Two

4  
5 Councilmember Tanner – aye  
6 Councilmember Kemp – aye  
7

8 The vote was unanimous and the motion carried.  
9

10  
11  
12  
13 \_\_\_\_\_  
Christina Fernandez, City Recorder

DRAFT

**ST. GEORGE CITY COUNCIL MINUTES  
REGULAR MEETING  
JANUARY 4, 2024 5:00 P.M.  
CITY COUNCIL CHAMBERS**

**PRESENT:**

**Mayor Michele Randall  
Councilmember Jimmie Hughes  
Councilmember Dannielle Larkin  
Councilmember Natalie Larsen  
Councilmember Michelle Tanner  
Councilmember Steve Kemp**

**STAFF MEMBERS PRESENT:**

**City Manager John Willis  
City Attorney Shawn Guzman  
Deputy City Recorder Annette Hansen  
Deputy City Attorney Jami Brackin  
Assistant City Attorney Ryan Dooley  
Public Works Director Cameron Cutler  
Assistant Public Works Director Wes Jenkins  
Administrative Services Director Trevor Coombs  
Community Development Director Carol Winner  
Planner Dan Boles  
Planner Mike Hadley**

**OTHERS PRESENT:**

**Members of the Department of Public Safety Aero Bureau Southern District  
Residents Joseph Young, Alec Young, and Aryan Young**

**CALL TO ORDER:**

Mayor Randall called the meeting to order and welcomed all in attendance. An invocation was offered by Jimi Kestin with Solomons Porch Foursquare and The Pledge of Allegiance to the Flag was led by Councilmember Hughes.

Link to call to order, invocation, and flag salute: [00:00:14](#)

**MAYOR'S RECOGNITIONS AND UPDATES:**

Link to Mayor Randall's presentation of a Special Recognition to the Department of Public Safety Aero Bureau Southern District: [00:03:25](#)

Link to Mayor Randall's presentation of Special Recognitions given to Joseph Young and his sons Alec Young and Aryan Young for assisting with a recent bank robbery pursuit and arrest: [00:12:58](#)

Link to comments from City Manager regarding changes to the agenda: [00:16:20](#)

**COMMENTS FROM THE PUBLIC:**

Link to introduction from Mayor Randall: [00:16:36](#)

Link to comments from resident Curt Sorweid, including comments from Mayor Randall: [00:16:51](#)

5 Link to comments from resident Mike McKee, including comments from Mayor  
6 Randall: [00:19:35](#)  
7

8 **CONSENT CALENDAR:**

9 **a. Consider approval of purchasing playground equipment via a state**  
10 **contract with Sonntag Recreation for Mathis Park.**  
11

12 BACKGROUND and RECOMMENDATION: This purchase is to replace the existing  
13 playground at Mathis Park. The existing playground was installed in 1993, which  
14 was 30 years ago. The typical lifespan of a playground is 10 years, but with  
15 proper maintenance can last 15-20 years. Because the playground is older, it is  
16 difficult to find replacement parts as the playground manufacturer has stopped  
17 making many of the replacement parts. Without being able to make the proper  
18 repairs the playground is becoming a safety hazard. The replacement playground  
19 will utilize the same footprint as the existing playground, but will also expand to  
20 the east an additional 1,500 sf. Part of the existing playground shade structure  
21 will remain, but two existing poles and two shade sails will be removed to provide  
22 room for the new playground equipment. The surfacing will be changed to  
23 artificial turf which will make the playground more ADA accessible. Staff  
24 recommends approval.  
25

26 **b. Consider approval to award a bid to Watts Construction for the**  
27 **construction of Fire Station 1 (HQ) located at 85 South 400 East.**  
28

29 BACKGROUND and RECOMMENDATION: This project has been several years in  
30 the making. The location meets or exceeds the criteria outlined by our fire  
31 department for access, proximity and location. This will be the headquarters for  
32 the St. George Fire Department and will house large apparatus, administrative  
33 staff and fulltime firefighters. Staff recommends approval.  
34

35 **c. Consider approval to award a bid to JP Excavating, Inc. for the 3000 East**  
36 **2000 South to Seegmiller Drive Project.**  
37

38 BACKGROUND and RECOMMENDATION: This project includes roadway  
39 improvements, curb & gutter, sidewalk, trail, drainage and irrigation  
40 improvements, and signing and striping for improvements along 3000 East from  
41 2000 South to Seegmiller Drive. The city received five bids. Staff recommends  
42 approval.  
43

44 **d. Consider approval of a Professional Services Agreement with Sunrise**  
45 **Engineering for the construction management of 3000 East**  
46 **improvements.**  
47

48 BACKGROUND and RECOMMENDATION: Sunrise Engineering has provided design  
49 and construction management services for the current and previous phase of  
50 3000 East with excellent results. Staff recommends approval.  
51

52 **e. Consider approval of a Reimbursement Agreement with Rondell, LLC for**  
53 **Off-Site Water Infrastructure.**  
54

5 BACKGROUND and RECOMMENDATION: Rondell, LLC is developing an industrial  
6 subdivision in the northwest corner of the old St. George Industrial Park. Due to  
7 the elevations of their property, and adjacent properties, some off-site water  
8 infrastructure needs to be installed to provide adequate pressure and fire flow to  
9 their site. The off-site improvements will not only benefit their development but  
10 will benefit adjacent developed properties that currently have insufficient  
11 pressure and fire flow. The total cost of the off-site water infrastructure  
12 improvements is \$381,989.69. The City would reimburse the developer in the  
13 amount of \$153,467.97. This portion of the total cost is attributed to an existing  
14 deficiency in the water distribution system. Staff recommends approval.  
15

16 **f. Consider approval of the minutes from the meetings held December 6,**  
17 **2023; December 7, 2023 (Regular); December 7, 2023 (Work);**  
18 **December 14, 2023 (Regular); and December 14, 2023 (Work).**  
19

20 Link to presentation from City Manager John Willis: [00:22:24](#)

21 [Agenda Packet \[Page 11\]](#)  
22

23 Link to motion: [00:22:53](#)  
24

25 **MOTION:**

26 A motion was made by Councilmember Larkin to approve the consent  
27 calendar as presented.  
28

29 **SECOND:**

30 The motion was seconded by Councilmember Larsen.  
31

32 **VOTE:**

33 Mayor Randall called for a vote, as follows:

34 Councilmember Hughes – aye  
35 Councilmember Larkin – aye  
36 Councilmember Larsen – aye  
37 Councilmember Tanner – aye  
38 Councilmember Kemp – aye  
39

40 The vote was unanimous and the motion carried.  
41

42 **PUBLIC HEARING/VACATE A PORTION OF A MUNICIPAL UTILITY**  
43 **EASEMENT/ORDINANCE:**

44 **Public hearing and consideration of Ordinance No. 2024-001 to vacate a**  
45 **portion of a municipal utility easement located between Lots 1 and 2,**  
46 **Crimson Ranch Estates Phase 1.**  
47

48 BACKGROUND and RECOMMENDATION: The final plat for Crimson Ranch Estates  
49 Phase 1 was approved by the Land Use Authority on the 20th day of July, 2022 and  
50 recorded on August 21, 2022. The applicant would like to merge Lots 1 & 2 together  
51 into one lot. The Joint Utilities Commission recommended approval.  
52

53 Link to introduction from City Manager John Willis and presentation from Wes  
54 Jenkins: [00:23:12](#)

5 [Agenda Packet \[Page 77\]](#)  
6

7 Link to public hearing, no comments were given: [00:23:47](#)  
8

9 Link to motion: [00:24:08](#)  
10

11 **MOTION:**

12 A motion was made by Councilmember Tanner to approve Ordinance No.  
13 2024-001 to vacate a portion of a municipal utility easement located between  
14 Lots 1 and 2, Crimson Ranch Estates Phase 1.

15 **SECOND:**

16 The motion was seconded by Councilmember Kemp.

17 **VOTE:**

18 Mayor Randall called for a roll call vote, as follows:  
19

20 Councilmember Hughes – aye  
21 Councilmember Larkin – aye  
22 Councilmember Larsen – aye  
23 Councilmember Tanner – aye  
24 Councilmember Kemp – aye  
25

26 The vote was unanimous and the motion carried.  
27

28 **AUDITED COMPREHENSIVE FINANCIAL REPORT:**

29 **Presentation of the audited Annual Comprehensive Financial Report (ACFR)**  
30 **for Fiscal Year 2023.**

31  
32 BACKGROUND and RECOMMENDATION: This is the presentation of the City's audited  
33 2023 Annual Comprehensive Financial Report (ACFR) conducted by Hinton Burdick  
34 CPA's & Advisors.  
35

36 Link to introduction from Administrative Services Director Trevor Coombs and  
37 presentation from auditor Steve Palmer from Hinton Burdick CPA, including  
38 comments from the City Council: [00:24:41](#)  
39

40 [Agenda Packet \[Page 82\]](#)  
41

42 **INTERLOCAL AGREEMENT/RESOLUTION:**

43 **Consider approval of Resolution No. 2024-001R to enter an Interlocal**  
44 **Agreement Between the City of St. George And The Winchester Hills Fire**  
45 **Department Regarding Fire Services For The Ledges, Trails, And JEL Ranch**  
46 **Subdivisions.**  
47

48 BACKGROUND and RECOMMENDATION: The City and the Southwest Special Service  
49 District entered into an Interlocal Agreement regarding fire services for the Ledges,  
50 Trails, and Jel Ranch Subdivisions in 2013. The term of this agreement expired on  
51 December 31, 2023 or if the City were to build a fire station within 5 miles of the  
52

53 Ledges, which occurred first. As the City has not yet built a fire station within 5 miles  
54 of the Ledges, the agreement needs to be renewed. Staff recommends approval.



5 Link to introduction from City Manager John Willis and presentation from Assistant  
6 City Attorney Ryan Dooley, including discussion between the City Council, City  
7 Manager John Willis, and Mr. Dooley: [00:33:31](#)  
8

9 [Agenda Packet \[Page 83\]](#)  
10

11 Link to motion: [00:35:14](#)  
12

13 **MOTION:**

14 A motion was made by Councilmember Larsen to approve Resolution No.  
15 2024-001R to enter an Interlocal Agreement Between the City of St. George  
16 And The Winchester Hills Fire Department Regarding Fire Services For The  
17 Ledges, Trails, And Jel Ranch Subdivisions.

18 **SECOND:**

19 The motion was seconded by Councilmember Larkin.

20 **VOTE:**

21 Mayor Randall called for a roll call vote, as follows:  
22

23 Councilmember Hughes – aye  
24 Councilmember Larkin – aye  
25 Councilmember Larsen – aye  
26 Councilmember Tanner – aye  
27 Councilmember Kemp – aye  
28

29 The vote was unanimous and the motion carried.  
30

31 **TERMINATE INTERLOCAL AGREEMENT/RESOLUTION:**

32 **Consider approval of Resolution No. 2024-002R terminating the Interlocal**  
33 **Cooperation Agreement Regarding Election Services with Washington**  
34 **County.**  
35

36 BACKGROUND and RECOMMENDATION: In 2021, the City of St. George and  
37 Washington County entered into an Interlocal Cooperation Agreement regarding  
38 election services. The Agreement states that the Agreement shall automatically  
39 renew for additional one-year periods, unless thirty days prior to the expiration,  
40 written notice of intent to not renew is given by either party. The City received such  
41 notice from the Washington County Clerk/Auditor. Once the new Agreement is  
42 received and agreed upon, staff will bring it back for approval.  
43

44 Link to introduction from City Manager John Willis and presentation from Deputy City  
45 Attorney Jami Brackin, including discussion between Mayor Randall, the City Council,  
46 and Ms. Brackin: [00:35:50](#)  
47

48 [Agenda Packet \[Page 89\]](#)  
49

50 Link to motion: [00:38:01](#)  
51

52 **MOTION:**

53 A motion was made by Councilmember Larkin to approve Resolution No.  
54

5 2024-002R terminating the Interlocal Cooperation Agreement Regarding  
6 Election Services with Washington County.

7 **SECOND:**

8 The motion was seconded by Councilmember Tanner.

9 **VOTE:**

10 Mayor Randall called for a roll call vote, as follows:

11  
12 Councilmember Hughes – aye  
13 Councilmember Larkin – aye  
14 Councilmember Larsen – aye  
15 Councilmember Tanner – aye  
16 Councilmember Kemp – aye  
17

18 The vote was unanimous and the motion carried.  
19

20 **DESIGNATE AND APPOINT REPRESENTATIVES TO THE SOLID WASTE DISTRICT**  
21 **ADMINISTRATIVE CONTROL BOARD/RESOLUTION:**

22 **Consider approval of Resolution No. 2024-003R to approve the designation**  
23 **and appointment of representatives to the Administrative Control Board of**  
24 **Washington County Special Service District No. 1 (Solid Waste District**  
25 **Administrative Control Board).**  
26

27 BACKGROUND and RECOMMENDATION: This resolution will approve the designation  
28 and appointment of Councilmember Steve Kemp to the Administrative Control Board  
29 of Washington County Special Service District No. 1 (Solid Waste District  
30 Administrative Control Board). Staff recommends approval.  
31

32 Link to introduction from City Manager John Willis and presentation from City  
33 Attorney Shawn Guzman, including comments from Councilmember Steve Kemp:

34 [00:38:32](#)

35  
36 [Agenda Packet \[Page 93\]](#)  
37

38 Link to motion: [00:39:35](#)  
39

40 **MOTION:**

41 A motion was made by Councilmember Hughes to approve Resolution No.  
42 2024-003R to approve the designation and appointment of representatives to  
43 the Administrative Control Board of Washington County Special Service  
44 District No. 1 (Solid Waste District Administrative Control Board).  
45

46 **SECOND:**

47 The motion was seconded by Councilmember Larsen.

48 **VOTE:**

49 Mayor Randall called for a roll call vote, as follows:

50 Councilmember Hughes – aye  
51 Councilmember Larkin – aye  
52 Councilmember Larsen – aye  
53 Councilmember Tanner – aye  
54 Councilmember Kemp – aye

5 The vote was unanimous and the motion carried.  
6

7 **APPOINT CITY OFFICERS/RESOLUTION:**

8 **Consider approval of Resolution No. 2024-004R appointing City Officers.**  
9

10 BACKGROUND and RECOMMENDATION: Per City code, City Officers shall be  
11 appointed on or before the first Monday in February following a municipal election.  
12

13 Link to presentation from City Manager John Willis, including comments from City  
14 Attorney Shawn Guzman and Mayor Randall: [00:40:14](#)  
15

16 [Agenda Packet \[Page 95\]](#)  
17

18 Link to motion: [00:41:17](#)  
19

20 **MOTION:**

21 A motion was made by Councilmember Larsen to approve Resolution No.  
22 2024-004R appointing City Officers.

23 **SECOND:**

24 The motion was seconded by Councilmember Larkin.

25 **VOTE:**

26 Mayor Randall called for a roll call vote, as follows:  
27

28 Councilmember Hughes – aye  
29 Councilmember Larkin – aye  
30 Councilmember Larsen – aye  
31 Councilmember Tanner – aye  
32 Councilmember Kemp – aye  
33

34 The vote was unanimous and the motion carried.  
35

36 Link to comments from Councilmember Larsen: [00:41:40](#)  
37

38 **PD AMENDMENT/ORDINANCE:**

39 **Consider approval of Ordinance No. 2024-002 amending the approved**  
40 **Viviano at Red Cliffs Planned Development Residential (PD-R) zone on**  
41 **approximately 48.59 acres, located east of 3000 east street and north of**  
42 **1140 south for the purpose of redesigning the layout, approving building**  
43 **elevations and unit count for a project to be known as Viviano at Red Cliffs**  
44 **and amending the zoning on approximately 3.5 acres from PD-C (Planned**  
45 **Development Commercial) to PD-R (Planned Development Residential).**  
46 **Case No. 2023-PDA-023**  
47

48 BACKGROUND and RECOMMENDATION: In 2021, The Park at Temple View PD  
49 project was first presented to the City Council. The project was a 268-unit  
50 subdivision with single-family, duplex, and townhome units. All units would be  
51 available for rent and the project was approved. On July 21, 2022, the applicant  
52 returned with an amended plan that addressed the traffic study and increased the  
53 units to 296. This amendment was also approved. Another two applications were  
54 made in 2022 and 2023 making minor adjustments and requesting additional units.

5 The City Council required the site to maintain the original number of units and  
6 architecture. The applicant is proposing 304 units. After a public hearing, the  
7 Planning Commission recommended approval of the application with conditions.  
8

9 [Agenda Packet \[Page 97\]](#)  
10

11 **AND**  
12

13 **PRELIMINARY PLAT:**

14 **Consider approval of a preliminary plat for the Viviano at Red Cliffs**  
15 **development, a 12-lot subdivision located east of 3000 East and north of**  
16 **1140 South. Case No. 2023-PP-042**  
17

18 BACKGROUND and RECOMMENDATION: The Viviano project has been under  
19 consideration and had various iterations over the course of the past two years. A plat  
20 was approved in 2022. This proposed revised plat includes the church lot on the  
21 southeast corner of the site and the commercial property adjacent to Merrill Rd. The  
22 Planning Commission held a public meeting to discuss the application and  
23 recommended approval with conditions.  
24

25 [Agenda Packet \[Page 137\]](#)  
26

27 Link to presentation from Panner Dan Boles, including discussion between Assistant  
28 Public Works Director Wes Jenkins, Public Works Director Cameron Cutler, the City  
29 Council, and Mr. Boles: [00:42:20](#)  
30

31 Link to motion: [00:58:18](#)  
32

33 **MOTION:**

34 A motion was made by Councilmember Larkin to approve Ordinance No.  
35 2024-002 amending the approved Viviano at Red Cliffs Planned Development  
36 Residential (PD-R) zone on approximately 48.59 acres, located east of 3000  
37 east street and north of 1140 south for the purpose of redesigning the layout,  
38 approving building elevations and unit count (300) for a project to be known  
39 as Viviano at Red Cliffs and amending the zoning on approximately 3.5 acres  
40 from PD-C (Planned Development Commercial) to PD-R (Planned  
41 Development Residential), with the conditions from the Planning Commission  
42 as well as working with staff on the traffic signal as needed and share in the  
43 cost of a said traffic signal.  
44

45 **SECOND:**

46 The motion was seconded by Councilmember Kemp.

47 **VOTE:**

48 Mayor Randall called for a roll call vote, as follows:  
49

50 Councilmember Hughes – aye  
51 Councilmember Larkin – aye  
52 Councilmember Larsen – aye  
53 Councilmember Tanner – aye  
54 Councilmember Kemp – aye

5 The vote was unanimous and the motion carried.  
6

7 Link to motion: [00:59:52](#)  
8

9 **MOTION:**

10 A motion was made by Councilmember Tanner to approve the preliminary plat  
11 for the Viviano at Red Cliffs development, a 12-lot subdivision located east of  
12 3000 East and north of 1140 South.

13 **SECOND:**

14 The motion was seconded by Councilmember Hughes.

15 **VOTE:**

16 Mayor Randall called for a vote, as follows:  
17

18 Councilmember Hughes – aye  
19 Councilmember Larkin – aye  
20 Councilmember Larsen – aye  
21 Councilmember Tanner – aye  
22 Councilmember Kemp – aye  
23

24 The vote was unanimous and the motion carried.  
25

26 **ZONE CHANGE/ORDINANCE:**

27 **Consider approval of Ordinance No. 2024-003 changing the zone from RE**  
28 **12.5 (Residential Estates minimum lot size 12,500 sq. ft.) and OS (Open**  
29 **Space) to A-1 (Agriculture 1-acre minimum lot size) on approximately 1.6**  
30 **acres located at the corner of Quarry Ridge Drive and Knolls Drive to**  
31 **develop a single-family residential lot to be known as the Lex Ence Property.**  
32 **Case No 2023-ZC-019**  
33

34 BACKGROUND and RECOMMENDATION: This application is to change the Zone from  
35 RE 12.5 (Residential Estates 12,500 sq. ft. minimum lot size) and OS (Open Space)  
36 to A-1 (Agricultural 1-acre sq. ft. minimum lot size) to build a single-family residence  
37 with an attached garage and a barn on the property. The property does sit in the  
38 floodway and floodplain so they will have to work with Public Works to meet any  
39 requirements that are needed to mitigate building in the floodway and floodplain.  
40 The zone change is consistent with other property in the area which allows animals  
41 and animal uses on property. The surrounding properties to the north, south, east,  
42 and west in the area are zoned Open Space, Agricultural and Residential Estates.  
43 Before the meeting there was one resident who submitted a letter in favor of the  
44 zone change. At their meeting held on December 12, 2023, the Planning Commission  
45 held a public hearing and recommended approval with a vote of 7-0 and no  
46 conditions.  
47

48 Link to introduction from City Manager John Willis and presentation from Planner  
49 Mike Hadley: [01:00:36](#)  
50

51 [Agenda Packet \[Page 147\]](#)  
52

53 Link to motion: [01:02:20](#)  
54



5 **MOTION:**

6 A motion was made by Councilmember Larsen to approve Ordinance No.  
7 2024-003 changing the zone from RE 12.5 (Residential Estates minimum lot  
8 size 12,500 sq. ft.) and OS (Open Space) to A-1 (Agriculture 1-acre  
9 minimum lot size) on approximately 1.6 acres located at the corner of Quarry  
10 Ridge Drive and Knolls Drive to develop a single-family residential lot to be  
11 known as the Lex Ence Property.

12 **SECOND:**

13 The motion was seconded by Councilmember Kemp.

14 **VOTE:**

15 Mayor Randall called for a roll call vote, as follows:

16  
17 Councilmember Hughes – aye  
18 Councilmember Larkin – aye  
19 Councilmember Larsen – aye  
20 Councilmember Tanner – aye  
21 Councilmember Kemp – aye  
22

23 The vote was unanimous and the motion carried.  
24

25 **ZONE CHANGE/ORDINANCE:**

26 **Consider approval of Ordinance No. 2024-004 changing the zone from A-1**  
27 **(Agriculture 1-acre minimum lot size) to R-1-10 (Single Family Residential**  
28 **10.000 minimum sq. ft. lot size) on approximately 15.373 acres located at**  
29 **approximately at 2890 South Maple Crest Drive to develop 44 single family**  
30 **residential lots. Case No. 2023-ZC-017**  
31

32 BACKGROUND and RECOMMENDATION: This application is to change the Zone from  
33 A-1 (Agriculture 1-acre minimum lot size) to R-1-10 (Single Family Residential  
34 10,000 sq. ft. minimum lot size) to build 44 single family residential lots for a density  
35 of 2.86 units per acre. On December 2, 2021, the first phases 1 & 2 of Red Pine  
36 subdivision were approved by the City Council. On September 1, 2022, phases 3 & 4  
37 of the Red Pine subdivision were approved by the City Council. This proposal is the  
38 next phases 5 & 6 of the Red Pine subdivision. Phases 1-4 of the Red Pine  
39 subdivision were approved with a minimum of 8,000 sq. ft. lots. The proposed  
40 minimum lot size for phases 5 & 6 is 10,000 sq. ft., which is a slight increase to a  
41 larger lot size. At their meeting held on December 12, 2023, the Planning  
42 Commission held a public hearing and recommended approval with a vote of 7-0.  
43

44 Link to introduction from City Manager John Willis and presentation from Planner  
45 Mike Hadley, including discussion between the City Council and City Attorney Shawn  
46 Guzman: [01:03:07](#)  
47

48 [Agenda Packet \[Page 161\]](#)  
49

50 Link to motion: [01:09:14](#)  
51

52 **MOTION:**

53 A motion was made by Councilmember Larkin to approve Ordinance No.  
54 2024-004 changing the zone from A-1 (Agriculture 1-acre minimum lot size)

5 to R-1-10 (Single Family Residential 10.000 minimum sq. ft. lot size) on  
6 approximately 15.373 acres located at approximately at 2890 South Maple  
7 Crest Drive to develop 44 single family residential lots.

8 **SECOND:**

9 The motion was seconded by Councilmember Tanner.

10 **VOTE:**

11 Mayor Randall called for a roll call vote, as follows:

12  
13 Councilmember Hughes – aye  
14 Councilmember Larkin – aye  
15 Councilmember Larsen – aye  
16 Councilmember Tanner – aye  
17 Councilmember Kemp – aye  
18

19 The vote was unanimous and the motion carried.  
20

21 **PRELIMINARY PLAT:**

22 **Consider approval of the preliminary plat for Sun River Commons lots 4a &**  
23 **4b, a 2-lot subdivision to build a Les Schwab tire center in the Sun River**  
24 **Commons just off Pioneer Road. Case No. 2023-PP-043**  
25

26 BACKGROUND and RECOMMENDATION: The applicant is proposing to build a Les  
27 Schwab tire center in Sun River Commons. At their meeting on November 28, 2023,  
28 the Planning Commission held a public meeting and tabled the item. On December  
29 12, 2023 a public meeting was held and the Planning Commission recommended  
30 approval of the Sun River Commons lots 4a & 4b plat with a vote of 7-0 and no  
31 conditions.  
32

33 Link to introduction from City Manager John Willis and presentation from Planner  
34 Mike Hadley: [01:09:52](#)

35 [Agenda Packet \[Page 231\]](#)  
36  
37

38 Link to motion: [01:10:49](#)  
39

40 **MOTION:**

41 A motion was made by Councilmember Tanner to approve the preliminary plat  
42 for Sun River Commons lots 4a & 4b, a 2-lot subdivision to build a Les  
43 Schwab tire center in the Sun River Commons just off Pioneer Road.

44 **SECOND:**

45 The motion was seconded by Councilmember Kemp.

46 **VOTE:**

47 Mayor Randall called for a vote, as follows:

48  
49 Councilmember Hughes – aye  
50 Councilmember Larkin – aye  
51 Councilmember Larsen – aye  
52 Councilmember Tanner – aye  
53 Councilmember Kemp – aye  
54

5 The vote was unanimous and the motion carried.  
6

7 **APPOINTMENTS:**

8 **Appointments to Boards and Commissions of the City.**  
9

10 Link to Mayor Randall recommending the appointment of Councilmember Hughes as  
11 Mayor Pro Tem for 2024: [01:11:17](#)  
12

13 Link to motion: [01:11:35](#)  
14

15 **MOTION:**

16 A motion was made by Councilmember Kemp to appoint Councilmember  
17 Hughes as Mayor Pro Tem for 2024.

18 **SECOND:**

19 The motion was seconded by Councilmember Larkin.

20 **VOTE:**

21 Mayor Randall called for a vote, as follows:  
22

23 Councilmember Hughes – aye  
24 Councilmember Larkin – aye  
25 Councilmember Larsen – aye  
26 Councilmember Tanner – aye  
27 Councilmember Kemp – aye  
28

29 The vote was unanimous and the motion carried.  
30

31 Link to Mayor Randall recommending the appointment of Jay Sandberg to the  
32 Mosquito Abatement Board, Councilmember Larsen and Councilmember Kemp to the  
33 Flood Control Board, Councilmember Kemp to the Shade Tree Board, and  
34 Councilmember Kemp to the Habitat Conservation Advisory Committee: [01:11:50](#)  
35

36 Link to motion: [01:12:39](#)  
37

38 **MOTION:**

39 A motion was made by Councilmember Hughes to appoint Jay Sandberg to  
40 the Mosquito Abatement Board, Councilmember Larsen and Councilmember  
41 Kemp to the Flood Control Board, Councilmember Kemp to the Shade Tree  
42 Board, and Councilmember Kemp to the Habitat Conservation Advisory  
43 Committee.  
44

45 **SECOND:**

46 The motion was seconded by Councilmember Larkin.

47 **VOTE:**

48 Mayor Randall called for a vote, as follows:  
49

50 Councilmember Hughes – aye  
51 Councilmember Larkin – aye  
52 Councilmember Larsen – aye  
53 Councilmember Tanner – aye  
54 Councilmember Kemp – aye

5 The vote was unanimous and the motion carried.  
6

7 **REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:**

8 Link to reports from Councilmember Larsen: [01:13:00](#)  
9

10 Link to reports from Councilmember Larkin: [01:13:44](#)  
11

12 **ADJOURN TO A CLOSED MEETING:**

13 **Request a closed session to discuss character and professional**  
14 **competence or physical or mental health of an individual.**  
15

16 Link to motion: [01:14:42](#)  
17

18 **MOTION:**

19 A motion was made by Councilmember Kemp to adjourn to a closed meeting  
20 to discuss the character and professional competence or physical or mental  
21 health of an individual.

22 **SECOND:**

23 The motion was seconded by Councilmember Larkin.

24 **VOTE:**

25 Mayor Randall called for a vote, as follows:  
26

27 Councilmember Hughes – aye  
28 Councilmember Larkin – aye  
29 Councilmember Larsen – aye  
30 Councilmember Tanner – aye  
31 Councilmember Kemp – aye  
32

33 The vote was unanimous and the motion carried.  
34

35 **ADJOURN:**

36 The meeting adjourned following the closed meeting.  
37  
38  
39  
40  
41

**ST. GEORGE CITY COUNCIL MINUTES  
WORK MEETING  
JANUARY 11, 2024 5:00 P.M.  
ADMINISTRATIVE CONFERENCE ROOM**

**PRESENT:**

**Mayor Pro Tem Jimmie Hughes  
Councilmember Dannielle Larkin  
Councilmember Natalie Larsen  
Councilmember Michelle Tanner  
Councilmember Steve Kemp**

**EXCUSED:**

**Mayor Michele Randall**

**STAFF MEMBERS PRESENT:**

**City Manager John Willis – arrived at 5:40 p.m.  
City Attorney Shawn Guzman – arrived at 6:05 p.m.  
Deputy City Attorney Jami Brackin  
City Recorder Christina Fernandez  
Parks and Community Services Director Shane Moore – left at 6:35 p.m.  
Community Development Director Carol Winner  
Director of Operations Marc Mortensen  
Administrative Services Director Trevor Coombs – left at 6:00 p.m.  
Assistant City Attorney Ryan Dooley – arrived at 5:40 p.m.**

**OTHERS PRESENT:**

**Developer Stacy Young**

**CALL TO ORDER:**

Mayor Pro Tem Hughes called the meeting to order and welcomed all in attendance. An invocation was offered by Reverend Alex Wilkie and The Pledge of Allegiance to the Flag was led by Councilmember Larsen.

Link to call to order, invocation, and flag salute: [00:00:00](#)

**DISCUSSION REGARDING PLACEMENT OF CITY-OWNED ARTWORK:**

Link to presentation from Parks and Community Services Director Shane Moore, including discussion between the City Council, Mayor Pro Tem Hughes, Administrative Services Director Trevor Coombs, and Mr. Moore: [00:02:31](#)

[Agenda Packet \[Page 2\]](#)

**DISCUSSION REGARDING SUBDIVISION CHANGES:**

Link to presentation from Community Development Director Carol Winner, including discussion between the City Council, Mayor Pro Tem Hughes, Deputy City Attorney Jami Brackin, Developer Stacy Young, City Manager John Willis, City Attorney Shawn Guzman, and Ms. Winner: [00:24:00](#)

[Agenda Packet \[Page 10\]](#)

**DISCUSSION REGARDING RECLAIMED CEMETERY LOTS:**

Link to presentation from Assistant City Attorney Ryan Dooley, including discussion between the City Council, Mayor Pro Tem Hughes, City Recorder



5 Christina Fernandez, City Attorney Shawn Guzman, and Mr. Dooley: [01:18:10](#)

6  
7 [Agenda Packet \[Page 15\]](#)  
8

9 **DISCUSSION REGARDING POTENTIAL AIRPORT LOUNGE LIQUOR LICENSES:**

10 Link to presentation from City Attorney Shawn Guzman, including discussion  
11 between Deputy City Attorney Jami Brackin, City Manager John Willis, the City  
12 Council, Mayor Pro Tem Hughes, and Mr. Guzman: [01:32:50](#)  
13

14 **REPORTS AND UPDATES FROM THE MAYOR, COUNCILMEMBERS, AND CITY  
15 MANAGER:**

16 Link to reports from Councilmember Kemp and Deputy City Attorney Jami Brackin:  
17 [01:37:35](#)  
18

19 Link to reports from Councilmember Larkin: [01:41:46](#)  
20

21 Link to reports from Mayor Pro Tem Hughes and Councilmember Larsen: [01:42:39](#)  
22

23 Link to additional reports from Councilmember Larkin, including comments from City  
24 Attorney Shawn Guzman, the City Council, City Manager John Willis, and Police Chief  
25 Kyle Whitehead: [01:45:50](#)  
26

27 **ADJOURN TO A CLOSED SESSION:**

28 **Request a closed meeting to discuss litigation, security, property**  
29 **acquisition or sale, or the character and professional competence or**  
30 **physical or mental health of an individual.**  
31

32 **ADJOURN:**

33 Link to motion: [01:54:20](#)  
34

35 **MOTION:**

36 A motion was made by Councilmember Tanner to adjourn.

37 **SECOND:**

38 The motion was seconded by Councilmember Larkin.

39 **VOTE:**

40 Mayor Pro Tem Hughes called for a vote, as follows:  
41

42 Councilmember Hughes – aye

43 Councilmember Larkin – aye

44 Councilmember Larsen – aye

45 Councilmember Tanner – aye

46 Councilmember Kemp – aye  
47

48 The vote was unanimous and the motion carried.  
49  
50  
51

**ST. GEORGE CITY COUNCIL MINUTES  
WORK MEETING  
JANUARY 18, 2024 5:00 P.M.  
CITY COUNCIL CHAMBERS**

**PRESENT:**

**Mayor Michele Randall  
Councilmember Jimmie Hughes  
Councilmember Dannielle Larkin  
Councilmember Natalie Larsen  
Councilmember Michelle Tanner**

**EXCUSED:**

**Councilmember Steve Kemp**

**STAFF MEMBERS PRESENT:**

**City Manager John Willis  
City Attorney Shawn Guzman  
Deputy City Attorney Jami Brackin  
City Recorder Christina Fernandez  
Parks and Community Services Director Shane Moore  
Recreation Center Manager Dawn Eide-Albrecht  
Facilities Maintenance Technician Marlen Pinkelman  
Police Lieutenant Choli Ence  
Assistant Public Works Director Wes Jenkins  
Community Development Director Carol Winner  
Planner Dan Boles  
Planner Mike Hadley  
Director of Operations Marc Mortensen  
Administrative Services Director Trevor Coombs**

**OTHERS PRESENT:**

**Members of the Dixie Elks Lodge**

**CALL TO ORDER:**

Mayor Pro Tem Hughes called the meeting to order and welcomed all in attendance. An invocation was offered by Tim Martin with the St. George Interfaith Council and the Church of Jesus Christ of Latter-day Saints and The Pledge of Allegiance to the Flag was led by Councilmember Larkin.

Link to call to order, comments from Tim Martin and the City Council, invocation, and flag salute: [00:00:00](#)

**MAYOR'S RECOGNITIONS AND UPDATES:**

Link to Parks and Community Services Director Shane Moore introducing members of the Dixie Elks Lodge who recognized Recreation Center Manager Dawn Eide-Albrecht and Facilities Maintenance Technician Marlen Pinkelman for their support of the Elks Lodge Hoop Shoot Contest, including comments from Mayor Randall: [00:04:01](#)

Link to Mayor Randall recognizing Police Lieutenant Choli Ence for being awarded the distinguished lifetime commission of Kentucky Colonel by Kentucky Governor Andy Beshear: [00:06:25](#)

5 **CONSENT CALENDAR:**

- 6 **a. Consider approval of a Purchase and Installation Agreement with**  
7 **McArthur Welding to install a cover for the parking exit lane structure at**  
8 **the Airport.**  
9

10 BACKGROUND and RECOMMENDATION: McArthur Welding has built and installed  
11 shade covers for the rental car wash and vacuum areas in the rental car area at  
12 the airport. We would like to use McArthur Welding for the Covered Exit Lane  
13 Structure to match the existing structures. Staff recommends approval of the  
14 agreement.  
15

- 16 **b. Consider the 8th Amendment to the Aviation Agreement dated September**  
17 **23, 2021 to Extend Airport Parkway.**  
18

19 BACKGROUND and RECOMMENDATION: The Airport Parkway was not completed  
20 during the initial construction of the airport in 2010-2011. With the rapid airport  
21 growth that the airport is experiencing, and the expected continued growth, the  
22 Airport Parkway needs to be extended and completed. Staff recommends  
23 approval of the amendment.  
24

25 Link to presentation from City Manager John Willis: [00:09:47](#)

26 [Agenda Packet \[Page 3\]](#)  
27

28 Link to motion: [00:10:13](#)  
29

30 **MOTION:**

31 A motion was made by Councilmember Larkin to approve the consent  
32 calendar as presented.  
33

34 **SECOND:**

35 The motion was seconded by Councilmember Tanner.  
36

37 **VOTE:**

38 Mayor Randall called for a vote, as follows:

39 Councilmember Hughes – aye  
40 Councilmember Larkin – aye  
41 Councilmember Larsen – aye  
42 Councilmember Tanner – aye  
43

44 The vote was unanimous and the motion carried.  
45

46 **PUBLIC HEARING/VACATE MUNICIPAL UTILITY EASEMENT/ORDINANCE:**

47 **Public hearing and consideration of Ordinance No. 2024-005 to vacate a**  
48 **portion of a municipal utility easement located between Lots 206 and 207,**  
49 **Webb Acres Phase 2 Subdivision.**  
50

51 BACKGROUND and RECOMMENDATION: The final plat for Webb Acres Phase 2  
52 Subdivision was approved by the Land Use Authority on the 19th day of January,  
53 2023, and recorded on the 24th day of January, 2023. The Joint Utilities Commission  
54 recommended approval.

5 Link to introduction from City Manager John Willis and presentation from Assistant  
6 Public Works Director Wes Jenkins: [00:10:33](#)  
7

8 [Agenda Packet \[Page 48\]](#)  
9

10 Link to public hearing, no comments were given: [00:11:10](#)  
11

12 Link to motion: [00:11:25](#)  
13

14 **MOTION:**

15 A motion was made by Councilmember Tanner to approve Ordinance No.  
16 2024-005 to vacate a portion of a municipal utility easement located between  
17 Lots 206 and 207, Webb Acres Phase 2 Subdivision.

18 **SECOND:**

19 The motion was seconded by Councilmember Larsen.

20 **VOTE:**

21 Mayor Randall called for a roll call vote, as follows:  
22

23 Councilmember Hughes – aye  
24 Councilmember Larkin – aye  
25 Councilmember Larsen – aye  
26 Councilmember Tanner – aye  
27

28 The vote was unanimous and the motion carried.  
29

30 **CONDITIONAL USE PERMIT:**

31 **Consider approval of a Conditional Use Permit for the St. George Musical**  
32 **Theater located on a two-acre site within the C-3 zone at approximately 974**  
33 **South Main Street. Case No. 2024-CUP-001**  
34

35 BACKGROUND and RECOMMENDATION: On January 9, 2024, the Planning  
36 Commission held a public meeting to consider the conditional use permit for the St.  
37 George Musical Theater and now recommend approval of the application with a 7-0  
38 vote with conditions.  
39

40 Link to introduction from City Manager John Willis and presentation from Planner Dan  
41 Boles, including comments from Mayor Randall: [00:12:04](#)  
42

43 [Agenda Packet \[Page 53\]](#)  
44

45 Link to Councilmember Larkin disclosing that she sits on the St. George Musical  
46 Theater Board: [00:15:20](#)  
47

48 Link to motion: [00:15:24](#)  
49

50 **MOTION:**

51 A motion was made by Councilmember Larsen to approve the Conditional Use  
52 Permit for the St. George Musical Theater located on a two-acre site within  
53 the C-3 zone at approximately 974 South Main Street.  
54

5 **SECOND:**

6 The motion was seconded by Councilmember Tanner.

7 **VOTE:**

8 Mayor Randall called for a vote, as follows:  
9

10 Councilmember Hughes – aye

11 Councilmember Larkin – aye

12 Councilmember Larsen – aye

13 Councilmember Tanner – aye  
14

15 The vote was unanimous and the motion carried.  
16

17 **PRELIMINARY PLAT:**

18 **Consider approval of the preliminary plat for the Desert Canyons Business**  
19 **Park Ph. 2 subdivision, a 13-lot business park development located north of**  
20 **Airport Parkway and northeast of Southern Parkway. The project is known**  
21 **as the Desert Canyons Business Park Ph. 2. Case No. 2023-PP-028**  
22

23 BACKGROUND and RECOMMENDATION: Applicant is proposing to divide the property  
24 into a 13-lot business park subdivision. At their meeting on January 9, 2024 the  
25 Planning Commission reviewed the preliminary plat and recommended approval of  
26 the Desert Canyons Business Park Ph. 2 with no conditions.  
27

28 Link to introduction from City Manager John Willis and presentation from Planner  
29 Mike Hadley: [00:15:52](#)  
30

31 [Agenda Packet \[Page 73\]](#)  
32

33 Link to motion: [00:17:14](#)  
34

35 **MOTION:**

36 A motion was made by Councilmember Larkin to approve the preliminary plat  
37 for the Desert Canyons Business Park Ph. 2 subdivision, a 13-lot business  
38 park development located north of Airport Parkway and northeast of Southern  
39 Parkway to be known as the Desert Canyons Business Park Ph. 2.

40 **SECOND:**

41 The motion was seconded by Councilmember Larsen.

42 **VOTE:**

43 Mayor Randall called for a vote, as follows:  
44

45 Councilmember Hughes – aye

46 Councilmember Larkin – aye

47 Councilmember Larsen – aye

48 Councilmember Tanner – aye  
49

50 The vote was unanimous and the motion carried.  
51

52 **AMEND TITLE 10-25 OF CITY CODE/ORDINANCE:**

53 **Consider approval of Ordinance No. 2024-006 amending Title 10-25,**  
54 **Subdivision Regulations, of the St. George City Code, to amend the**



5 **subdivision regulations for the purpose of updating the development review**  
6 **process. Case No. 2024-ZRA-001**  
7

8 BACKGROUND and RECOMMENDATION: In 2023, State Bill 174 was adopted. A  
9 portion of this bill was dedicated to outlining a new subdivision review process for all  
10 municipalities. The purpose of this new subdivision process was to improve the  
11 housing crisis here in the State of Utah by shortening the review time for housing  
12 projects. Chapter 25 of Title 10 has been amended to reflect these recent changes in  
13 state regulations. This item was presented to the Planning Commission on January 9,  
14 2024, where a public hearing was held.  
15

16 Link to introduction from City Manager John Willis and presentation from Community  
17 Development Director Carol Winner, including discussion between the City Council,  
18 Mayor Randall, and Ms. Winner: [00:17:42](#)  
19

20 [Agenda Packet \[Page 82\]](#)  
21

22 Link to motion: [00:25:21](#)  
23

24 **MOTION:**

25 A motion was made by Councilmember Larkin to approve Ordinance No.  
26 2024-006 amending Title 10-25, Subdivision Regulations, noting that it will be  
27 changed to Development Regulations, of the St. George City Code, to amend  
28 the subdivision regulations for the purpose of updating the development  
29 review process.

30 **SECOND:**

31 The motion was seconded by Councilmember Hughes.

32 **VOTE:**

33 Mayor Randall called for a roll call vote, as follows:  
34

35 Councilmember Hughes – aye  
36 Councilmember Larkin – aye  
37 Councilmember Larsen – aye  
38 Councilmember Tanner – aye  
39

40 The vote was unanimous and the motion carried.  
41

42 **APPOINT REPRESENTATIVE TO THE SOUTHWEST MOSQUITO ABATEMENT AND**  
43 **CONTROL BOARD/RESOLUTION:**

44 **Consider approval of Resolution No. 2024-005R designating and appointing**  
45 **City Engineer, Jay Sandberg, as the City's representative to the Southwest**  
46 **Mosquito Abatement and Control Board for the calendar year 2024 or until**  
47 **such time that a successor has been designated and appointed.**  
48

49 BACKGROUND and RECOMMENDATION: This resolution is to appoint City Engineer  
50 Jay Sandberg to replace Shawn Guzman on the Southwest Mosquito Abatement and  
51 Control Board. On July 14, 2022, the Council appointed Shawn Guzman to replace  
52 Bette Arial to represent the City on the Board.  
53  
54

5 Link to presentation from City Manager John Willis, including comments from Mayor  
6 Randall, City Attorney Shawn Guzman, and the City Council: [00:25:58](#)  
7

8 [Agenda Packet \[Page 162\]](#)  
9

10 Link to motion: [00:28:02](#)  
11

12 **MOTION:**

13 A motion was made by Councilmember Larsen to approve Resolution No.  
14 2024-005R designating and appointing City Engineer, Jay Sandberg, as the  
15 City's representative to the Southwest Mosquito Abatement and Control Board  
16 for the calendar year 2024 or until such time that a successor has been  
17 designated and appointed.

18 **SECOND:**

19 The motion was seconded by Councilmember Hughes.

20 **VOTE:**

21 Mayor Randall called for a roll call vote, as follows:  
22

23 Councilmember Hughes – aye  
24 Councilmember Larkin – aye  
25 Councilmember Larsen – aye  
26 Councilmember Tanner – aye  
27

28 The vote was unanimous and the motion carried.  
29

30 **APPOINTMENTS:**

31 **Appointments to Boards and Commissions of the City.**  
32

33 Link to Mayor Randall recommending the appointment of Jeanine Vander Bruggen to  
34 the Arts Commission for a 3-year term, expiring December 31, 2027: [00:29:17](#)  
35

36 Link to motion: [00:29:40](#)  
37

38 **MOTION:**

39 A motion was made by Councilmember Hughes to appoint Jeanine Vander  
40 Bruggen to the Arts Commission for a 3-year term, expiring December 31,  
41 2027.

42 **SECOND:**

43 The motion was seconded by Councilmember Larkin.

44 **VOTE:**

45 Mayor Randall called for a vote, as follows:  
46

47 Councilmember Hughes – aye  
48 Councilmember Larkin – aye  
49 Councilmember Larsen – aye  
50 Councilmember Tanner – aye  
51

52 The vote was unanimous and the motion carried.  
53  
54

5 **REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:**

6 Link to reports from Mayor Randall: [00:29:52](#)  
7

8 Link to reports from Councilmember Larkin: [00:30:34](#)  
9

10 **ADJOURN TO A CLOSED MEETING:**

11 **Request a closed session to discuss litigation, security, property**  
12 **acquisition or sale or the character and professional competence or**  
13 **physical or mental health of an individual.**  
14

15 Link to motion: [00:33:25](#)  
16

17 **MOTION:**

18 A motion was made by Councilmember Larsen to adjourn to a closed meeting  
19 to discuss potential property sale, litigation, and character and professional  
20 competence of an individual.

21 **SECOND:**

22 The motion was seconded by Councilmember Hughes.

23 **VOTE:**

24 Mayor Randall called for a vote, as follows:  
25

26 Councilmember Hughes – aye  
27 Councilmember Larkin – aye  
28 Councilmember Larsen – aye  
29 Councilmember Tanner – aye  
30

31 The vote was unanimous and the motion carried.  
32

33 **ADJOURN:**

34 The meeting adjourned following the closed meeting.  
35  
36  
37  
38  
39

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

1 **ST. GEORGE CITY COUNCIL MINUTES**  
2 **WORK MEETING**  
3 **JANUARY 23, 2024, 2023, 9:00 A.M.**  
4 **DIXIE POWER ADMINISTRATION BUILDING**  
5

6 **PRESENT:**

7 **Mayor Michele Randall**  
8 **Councilmember Jimmie Hughes**  
9 **Councilmember Dannielle Larkin**  
10 **Councilmember Natalie Larsen**  
11 **Councilmember Michelle Tanner**  
12 **Councilmember Steve Kemp**  
13

14 **STAFF MEMBERS PRESENT:**

15 **City Manager John Willis**  
16 **City Attorney Shawn Guzman**  
17 **City Recorder Christina Fernandez**  
18 **Budget and Financial Planning Director Robert Myers**  
19 **Assistant Budget Director Chad Moultrie**  
20 **Energy Services Director Bryan Dial**  
21 **Water Services Director Scott Taylor**  
22 **Human Resources Director Sharon Hokanson**  
23 **Human Resources Administrator Heather Dutton**  
24 **Communication and Marketing Director David Cordero**  
25 **Community Development Director Carol Winner**  
26 **Public Works Director Cameron Cutler**  
27 **Police Chief Kyle Whitehead**  
28 **Fire Chief Robert Stoker**  
29 **Battalion Chief Coty Chadburn**  
30 **Economic Development Director Chad Thomas**  
31 **Administrative Services Director Trevor Coombs**  
32 **Parks and Community Services Director Shane Moore**  
33 **Airport Manager Rich Stehmeier**  
34 **Executive Assistant Emilie Pinkelman**  
35

36 **OTHERS PRESENT:**

37 **Randy Pennington with the Pennington Performance Group**  
38

39 **CALL TO ORDER, INVOCATION AND FLAG SALUTE:**

40 Mayor Randall called the meeting to order and welcomed all in attendance. The  
41 invocation was offered by Administrative Services Director Trevor Coombs and The  
42 Pledge of Allegiance to the Flag was led by Mayor Randall.  
43

44 Link to call to order, invocation, and flag salute: [00:00:00](#) [Recording 1]  
45

46 **DISCUSSION REGARDING THE FISCAL YEAR 2024-2025 BUDGET:**

47 Link to presentation from Randy Pennington with the Pennington Performance  
48 Group, including comments from City Manager John Willis and Mayor Randall and  
49 discussion between the City Council, Mayor Randall, Mr. Pennington, and City  
50 staff: [00:01:42](#) [Recording 1]  
51

5 [Agenda Packet \[Page 2\]](#)  
6

7 The Council took a short recess.  
8

9 Link to continuing presentation from Mr. Pennington, including discussion between  
10 the City Council, Mayor Randall, Mr. Pennington, and City staff: [00:00:00](#)  
11 [Recording 2]  
12

13 The Council took a short recess.  
14

15 Link to continuing presentation from Mr. Pennington, including discussion between  
16 the City Council, Mayor Randall, Mr. Pennington, and City staff: [00:00:00](#)  
17 [Recording 3]  
18

19 Councilmember Larkin left the meeting at approximately 12:30 p.m. and returned  
20 at approximately 2:00 p.m.  
21

22 The Council took a short recess.  
23

24 Link to continuing presentation from Mr. Pennington, including discussion between  
25 the City Council, Mayor Randall, Mr. Pennington, and City staff: [00:00:00](#)  
26 [Recording 4]  
27

28 **REPORTS AND UPDATES FROM THE MAYOR, COUNCILMEMBERS, AND CITY**  
29 **MANAGER:**

30 No reports were given.  
31

32 **CLOSED SESSION:**

33 **Request a closed session to discuss litigation, security, property acquisition**  
34 **or sale or the character and professional competence or physical or mental**  
35 **health of an individual.**  
36

37 A closed session was not held.  
38

39 **AJOURN:**

40 Link to motion: [02:07:15](#) [Recording 4]  
41

42 **MOTION:**

43 A motion was made by Councilmember Hughes to adjourn.

44 **SECOND:**

45 The motion was seconded by Councilmember Kemp.

46 **VOTE:**

47 Mayor Randall called for a vote, as follows:  
48

49 Councilmember Hughes – aye  
50 Councilmember Larkin – aye  
51 Councilmember Larsen – aye  
52



1 St. George City Council Minutes  
2 January 23, 2024  
3 Page Three  
4

5 Councilmember Tanner – aye  
6 Councilmember Kemp – aye  
7

8 The vote was unanimous and the motion carried.  
9

10  
11  
12  
13  
14 \_\_\_\_\_  
Christina Fernandez, City Recorder

**ST. GEORGE CITY COUNCIL MINUTES  
WORK MEETING  
JANUARY 25, 2024 4:00 P.M.  
ADMINISTRATIVE CONFERENCE ROOM**

**PRESENT:**

**Mayor Michele Randall  
Councilmember Dannielle Larkin  
Councilmember Natalie Larsen  
Councilmember Michelle Tanner  
Councilmember Steve Kemp**

**EXCUSED:**

**Councilmember Jimmie Hughes**

**STAFF MEMBERS PRESENT:**

**City Manager John Willis  
Deputy City Attorney Jami Brackin  
City Recorder Christina Fernandez  
Director of Operations Marc Mortensen  
Administrative Services Director Trevor Coombs  
Finance Manager Tiffany LaJoyce  
City Treasurer Laura Olson  
Utility Billing and Collections Nikki Heaton  
Water and Energy Conservation Coordinator Rene Fleming  
Assistant City Attorney Ryan Dooley  
Assistant City Attorney Daniel Baldwin  
Police Chief Kyle Whitehead  
Police Lieutenant Joe Hartman  
Police Sergeant Jeremy Needles**

**OTHERS PRESENT:**

**Diana Call, Executive Director of the St. George Dinosaur Discovery Site  
Garry Watts, Board Chair of the DinosaurAh!torium Foundation  
Theresa Joars, Development Director of the St. George Dinosaur Discovery Site  
Holly Hurtado, Development Manager of the St. George Dinosaur Discovery Site**

**CALL TO ORDER:**

Mayor Pro Tem Hughes called the meeting to order and welcomed all in attendance. An invocation was offered by Councilmember Kemp and The Pledge of Allegiance to the Flag was led by Councilmember Larsen.

Link to call to order, invocation, and flag salute: [00:00:00](#)

Link to Mayor Randall noting changes to the agenda: [00:01:03](#)

**UPDATE FROM DIANA CALL, EXECUTIVE DIRECTOR OF THE DINOSAURAH!TORIUM FOUNDATION:**

Presentation from Diana Call and Holly Hurtado with the DinosaurAh!torium Foundation, including discussion between the City Council, Mayor Randall, and representatives of the Dinosaur Discovery Site: [00:01:15](#)

[Agenda Packet \[Page 2\]](#)

**DISCUSSION REGARDING AMENDING CITY CODE TO ALLOW FOR THE USE OF GOLF CARTS ON CITY ROADS:**

Link to introduction from City Manager John Willis and presentation from Assistant City Attorney Ryan Dooley, including discussion between the City Council, Deputy City Attorney Jami Brackin, Police Sergeant Jeremy Needles, Police Chief Kyle Whitehead, City Manager John Willis, and Mr. Dooley: [00:35:38](#)

**DISCUSSION REGARDING BILLING POLICY 10.87 REGARDING DELINQUENT UTILITY ACCOUNTS AND SHUTOFF PROCESS:**

Link to presentation from Administrative Services Director Trevor Coombs, including discussion between Utility Billing and Collections Manager Nikki Heaton, the City Council, City Manager John Willis, City Treasurer Laura Olson, Finance Manager Tiffany LaJoice, and Mr. Coombs: [00:55:40](#)

[Agenda Packet \[Page 15\]](#)

**REPORTS AND UPDATES FROM THE MAYOR, COUNCILMEMBERS, AND CITY MANAGER:**

Link to reports from Councilmember Larsen: [01:25:30](#)

Link to reports from Councilmember Kemp: [01:27:44](#)

Link to reports from Councilmember Larkin: [01:28:04](#)

**ADJOURN TO A CLOSED MEETING:**

**Request a closed meeting to discuss litigation, security, property acquisition or sale, or the character and professional competence or physical or mental health of an individual.**

A closed meeting was not held.

**ADJOURN:**

Link to motion: [01:29:04](#)

**MOTION:**

A motion was made by Councilmember Larsen to adjourn.

**SECOND:**

The motion was seconded by Councilmember Kemp.

**VOTE:**

Mayor Randall called for a vote, as follows:

Councilmember Larkin – aye  
Councilmember Larsen – aye  
Councilmember Tanner – aye  
Councilmember Kemp – aye

The vote was unanimous and the motion carried.



**Agenda Date:** 02/01/2024

**Agenda Item Number:** 04

**Subject:**

Public hearing and consideration of Resolution No. 2024-006R to review and approve amendments to the Fiscal Year 2023-24 Budget.

**Item at-a-glance:**

Staff Contact: Robert Myers

Applicant Name: City of St. George

Reference Number: NA

Address/Location:

175 East 200 North

**Item History (background/project status/public process):**

State statute requires a public hearing when changes are requested to the City's budget. Staff typically bring budget openings forward to the City Council for consideration on a quarterly basis based on changes that occur during the fiscal year. Staff recommends taking public comment and approval of the resolution.

**Staff Narrative (need/purpose):**

City departments have submitted requests for adjustments to their fiscal year 2023-24 department budgets per their review and forecasts based upon activity during the second quarter of the fiscal year. Budget opening requests are primarily related to grant-funded projects not anticipated in the original budget and roll-over projects from the prior fiscal year.

**Name of Legal Dept approver:** NA

**Budget Impact:**

Cost for the agenda item: \$5,682,657

Amount approved in current FY budget for item: \$0

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

This item is to request amendments to the budget for grant-funded projects not anticipated in the original budget and roll-over projects from the prior fiscal year as detailed in Exhibit A.

Description of funding source:

The funding source is identified by project within Exhibit A.

**Recommendation (Include any conditions):**

Staff recommends taking public comment and approval of the resolution.

**RESOLUTION NO. \_\_\_\_\_**

**AMENDING THE 2023-2024 FISCAL BUDGET FOR THE  
CITY OF ST. GEORGE, UTAH.**

WHEREAS, pursuant to the Uniform Fiscal Procedures Act for Utah Cities (the "Act"), the City of St. George is required to adopt an annual budget with regard to the funds of the City; and

WHEREAS, the City has complied with the provisions of the Act in adopting a budget, and setting and conducting public hearings on such budget.

NOW, THEREFORE, at a regular meeting of the City Council of the City of St. George, Utah, duly called, noticed and held on the 1st day of February, 2024, upon motion duly made and seconded, it is

RESOLVED that the 2023-2024 fiscal budget for the City of St. George thereto, is hereby amended. Said amendments are attached hereto as Exhibit "A."

VOTED UPON AND PASSED BY THE CITY COUNCIL OF THE CITY OF ST. GEORGE AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE 1ST DAY OF FEBRUARY, 2024.

ST. GEORGE CITY:

ATTEST:

\_\_\_\_\_  
Michele Randall, Mayor

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

APPROVED AS TO FORM:  
City Attorney's Office

VOTING OF CITY COUNCIL:

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

Councilmember Hughes \_\_\_\_\_  
Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_  
Councilmember Kemp \_\_\_\_\_



## GENERAL FUND ADJUSTMENTS

			<a href="#">Debit</a>	<a href="#">Credit</a>
1	10-33100 10-4212-7400	General Fund - Federal Grant Police - Drug Task Force - Capital	30,173	30,173
<p>The Washington County Drug Task Force was recently awarded an increase in their annual High-Intensity Drug Trafficking Areas (HIDTA) grant award for the purpose of purchasing the Tru-Narc Testing system. The Tru-Narc testing system allows investigators to test unknown substances for their chemical compounds without ever having to open any packaging. The Tru-Narc uses lasers to read the substance and provide a presumptive test result, assisting with the identification of the substance. This system will drastically increase officer safety as they will not have to open packages to remove small amounts for testing. The system is fully paid for through the HIDTA grant. Staff requests to amend the budget by \$30,173 for the purchase of the Tru-Narc Testing system.</p>				
2	10-38100 10-4213-7400	General Fund - Contributions from Others - UCA Police Dispatch - Equipment Purchases	36,445	36,445
<p>The Police Department requests to use funds received from the Utah Communications Authority (UCA) towards furniture replacements at the 911-Dispatch Center. The furniture at the dispatch center is used heavily due to the 24/7/365 nature of the facility and much of the furniture currently in use was carried forward from the previous facility. Staff would like to purchase new chairs for the dispatchers that provide better comfort during the long 10-12 hour shifts, purchase a new conference table and chairs for the break room, a conference table for a supervisors office and add lockers/desks for the Dispatch Supervisors. Funding is available from additional funds received from the UCA this fiscal year. Staff requests to amend the budget in the amount of \$36,445 for the purchase of 911-Dispatch furniture.</p>				
3	10-38100 10-4213-2300	General Fund - Contributions from Others - UCA Police Dispatch - Travel/Training	26,020	26,020
<p>The Police Department requests to use funds received from the Utah Communications Authority (UCA) towards training opportunities for 911-Dispatch Center staff. There are multiple additional training opportunities this year for Dispatch Center staff that would provide an opportunity to keep staff up to date on best practices, industry trends, valuable insights on new and emerging technologies and professional development along with offering an opportunity to improve the center's quality assurance/quality improvement program. Staff would like to send staff to the Association of Public Safety Communications Official conference, National Emergency Number Association conference (NENA), and Navigator conference hosted by the International Academy of Emergency Medical Dispatch. Funding is available from additional funds received from the UCA this fiscal year. Staff requests to amend the budget in the amount of \$26,020 for staff training.</p>				
4	10-38100 10-4213-2430	General Fund - Contributions from Others - UCA Police Dispatch - Software	15,000	15,000
<p>The Police Department requests to use funds received from the Utah Communications Authority (UCA) for data warehousing. The 911-Dispatch Center has seen an increase in demand to report and analyze the data inputted into the Motorola/Spillman CAD-RMS system and for 911/10 digit call volume. The current software Spillman, works great for gathering and maintaining public safety data but is not efficient for reporting and analyzing this data. Staff would like to contract through the City of Santa Clara with Amazon Cloud - Meta Analytics to significantly boost our capability to report and analyze the current data contained in Spillman. This data warehouse will significantly improve the efficiency of reporting and analyzing the data while at the same time maintaining the highest level of security. Funding is available from additional funds received from the UCA this fiscal year. Staff requests to amend the budget in the amount of \$15,000 for data warehousing through Amazon Cloud.</p>				
5	10-38100 10-4213-2700	General Fund - Contributions from Others - UCA Police Dispatch - Special Department Supplies	28,180	28,180
<p>The Police Department requests to use funds received from the Utah Communications Authority (UCA) for radio replacements for the back-up 911-Dispatch Center and a radio key loader for encrypted channels. The 911-Dispatch Center operates a back-up 911 center co-located at Fire Station #7. With the upcoming state-wide P25 radio system upgrade expected this year, the 6 backup radios currently in operation for the back-up 911 Center will need to be replaced to function with the new system. Along with this purchase staff also would like to purchase a radio key loader to enable our radio programming personnel to load and maintain radio encryption across sensitive police channels (SWAT/Drug Task Force/Patrol). Funding is available from additional funds received from the UCA this fiscal year. Staff requests to amend the budget in the amount of \$28,180 for radio replacements for the back-up 911-Dispatch Center and radio key loader for encrypted channels.</p>				

### GENERAL FUND ADJUSTMENTS

			<u>Debit</u>	<u>Credit</u>
6	10-38100 10-4213-2700	General Fund - Contributions from Others - UCA Police Dispatch - Special Department Supplies	18,650	18,650
<p>The Police Department requests to use funds received from the Utah Communications Authority (UCA) for the replacement of the camera system on the Webb Hill Radio Tower. The 911-Dispatch Center has maintained a camera at the Webb Hill Radio Tower for the past 15 years which is used to monitor the tower infrastructure and equipment, but also is used during fire &amp; burn permit season to locate various fire incidents, to evaluate traffic conditions on I-15 and other incidents throughout the greater St. George/Washington County area. The current camera system is starting to show its age and needs to be replaced. In addition, the single camera has a restricted field of view as a result of the other two support posts. Staff requests to replace the current camera with two cameras, with one northern facing and another that faces south. Funding is available from additional funds received from the UCA this fiscal year. Staff requests to amend the budget in the amount of \$18,650 for the purchase of two cameras to replace the current camera at the Webb Hill radio tower.</p>				
7	10-38200 10-4510-7300 80-38800 80-8000-9100	General Fund - Transfers from Other Funds General Fund - Parks - Improvements RAP Tax Fund - Appropriation of Fund Balance RAP Tax Fund - Transfer to Other Funds	150,799 150,799	150,799 150,799
<p>The Parks &amp; Community Services Department is requesting to use fund balance in the RAP tax fund to pay for final change orders to the Little Valley Artificial Turf project. The Little Valley Artificial Turf project is for the conversion of three grass fields to artificial turf. Funding was rolled forward into the FY 2024 budget for the completion of this project. As the project has neared completion there were several change orders needed to properly finish out the project. The first major change was to install fencing and security cameras around the new artificial turf fields. These security measures will help protect the fields from vandalism and from being driven on by motorized recreation vehicles. Additionally staff also identified some additional concrete work and drainage work that was necessary to complete the project. The project is currently near completion and staff anticipate holding a grand re-opening mid-February. Funding is available from fund balance available in the RAP Tax Fund. Staff requests to amend the budget in the amount of \$150,799 to complete the Little Valley Artificial Turf project.</p>				
OTHER FUND ADJUSTMENTS				
8	40-38304 40-38800 40-4000-7300	General Capital Projects Fund - Contributions General Capital Projects Fund - Appropriation of Fund Balance General Capital Project Fund - Improvements	120,000 150,000	30,000
<p>The Facilities Division is requesting to use fund balance in the General Capital Projects Fund and a contribution from DinosaurAH!torium to pay for the complete replacement of the Chiller at the Dinosaur Discovery Site. The Dinosaur Discovery Site was built in 2003 by the City of St. George. The City entered into an agreement with DinosaurAH!torium a nonprofit, to run the daily operations of the property in 2010. In this agreement, the 501c3 agreed to perform daily maintenance and cleaning. This includes changing air filters and other light duty tasks to maintain the building. Per the agreement the City shall, in its sole discretion, make all extraordinary repairs to the exterior walls, roof, ceiling, sidewalks, and parking lot, air conditioning/heating units (other than ordinary maintenance) and other extraordinary repairs. The HVAC system, including a large Chiller for cooling, is 20+ years old and is showing signs of system failure. In the last year, the facilities division has performed several repairs on the system to keep it running in the short-term but ultimately the current system needs to be replaced. Funding is available from fund balance available in the General Capital Project Fund (\$120,000) and contribution from DinosaurAH!torium (\$30,000). Staff requests to amend the budget in the amount of \$150,000 to replace the Chiller at the Dinosaur Discovery Site.</p>				
9	88-33400 88-8800-7300	State Grant Capital Projects - Airport	2,000,000	2,000,000
<p>Staff requests to use grant funds received from the state for the renovation of the airport terminal. The Secure/Sterile area of the Airport Terminal processes over 325,000 passengers a year. The current fire code limits the existing Sterile area to 273 passengers. As the Airport has expanded, the airlines are upsizing aircraft to 75 seats or larger up to 150 seats. This has resulted in overcrowding in the Sterile area. This project will renovate the second floor and portions of the ground floor to be included into the Secure/Sterile area increasing overall capacity. The second floor renovation will include a new commercial food service and bar station operated by Tailwind Concessions. Funding is available from grant funds received from the state. Staff requests to amend the budget in the amount of \$2,000,000 for the renovation of the St. George Airport Terminal.</p>				

## OTHER FUND ADJUSTMENTS

			<u>Debit</u>	<u>Credit</u>
10	88-33400 88-8800-7300	State Grant Capital Projects - Airport	2,500,000	2,500,000
<p>Staff requests to use grant funds received from the state for the extension of the Airport Parkway. This project will consist of extending Airport Parkway by approximately 3,560 feet from its current end at 4196 South and includes a parks trail that will be installed on the west side of the project. This project is needed to provide access to the sixty-four acres of land at the northeast corner of the airport. Currently there are no developable hangar lots available on the eastside of the airport. Funding is available from grant funds received from the state. Staff requests to amend the budget in the amount of \$2,500,000 for the extension of the airport parkway.</p>				
11	88-33400 88-8800-7300	State Grant Capital Projects - Airport	750,000	750,000
<p>Staff requests to use grant funds received from the state for the required environmental report, siting study, and initial design costs for the construction of an air traffic control tower at the St. George Airport. On July 25, 2022, the Federal Aviation Administration completed a Benefit Cost (B/C) ratio analysis and accepted the St. George Regional Airport as a candidate in the FAA Contract Tower (FCT) Program. As a result, the city is eligible to have the FAA fully fund air traffic control services at the St. George Airport. In order to receive these services the city will need to construct an air traffic control tower that meets FCT program requirements before Air Traffic Control (ATC) services can begin. This project will pay for the environmental (NEPA) report and certification, the FAA required Tower Siting Study and thirty percent design of the Tower. To remain in the FCT Program, SGU will need to provide a Tower that has successfully completed an Operational Readiness Inspection by July 2027. Installation of a traffic control tower will improve operational efficiency and air traffic safety at SGU. Staff requests to amend the budget in the amount of \$750,000 to pay for initial costs associated with the construction of an air traffic control tower at the St. George Airport.</p>				
12	53-5313-7474 53-38800	Energy Services Fund - Green Valley Sub Upgrade Energy Services Fund - Appropriated Fund Balance	77,639	77,639
<p>The Energy Services Department requests to add funding for an upgrade at the Green Valley Substation. Energy Services will be upgrading the ring bus and other components at the substation as part of this project. This upgrade will help provide an emergency back feed to other portions of the system in the event that there is a power outage in the southern part of the city. Design of the project occurred during FY 2023 and staff now is ready for the construction of the project. Funding is available in the Energy Service Fund fund balance. Staff requests to amend the budget in the amount of \$77,639 for the construction work for upgrades at the Green Valley Substation.</p>				
13	53-5313-7473 53-38800	Energy Services Fund - Substation Fiber Optic Projects Energy Services Fund - Appropriated Fund Balance	49,751	49,751
<p>The Energy Services Department requests to roll forward funds from the FY 2023 budget for additions to the fiber optic network between substations. Energy Services will be installing additions to the department's fiber optic system that will increase fiber capacity between substations. Due to lead times on orders associated with this project, staff was not able to complete this project last fiscal year. Funding is available in the Energy Service Fund fund balance. Staff requests to amend the budget in the amount of \$49,751 to roll forward funds from the FY 2023 budget for fiber optic improvements between substations.</p>				



**Agenda Date:** 02/01/2024

**Agenda Item Number:** 05

**Subject:**

Consider approval to update the utility billing policy number 10.87.

**Item at-a-glance:**

Staff Contact: Trevor Coombs

Applicant Name: City of St. George

Reference Number: Policy No. 10.87

Address/Location:

175 E. 200 North

**Item History (background/project status/public process):**

Update the Billing Policy 10.87 regarding Delinquent Accounts, Deposit language, and schedule attachment A to point to the City's Master Fee Schedule. Utility Billing Policy 10.87 stipulates that an unpaid bill may become delinquent after a two-month period, at which point the shutoff process is initiated. A proposed amendment aims to streamline the shutoff notification process by reducing it to after one month. The first overdue bill triggers a Shutoff Status Notice, alerting the customer to the impending consequences. Should the bill remain unpaid, a subsequent Shutoff Notice is issued, specifying the date of service disconnection if the outstanding balance is not settled promptly. This modification seeks to enhance efficiency in communication and ensure timely resolution of outstanding payments.

**Staff Narrative (need/purpose):**

We have observed an increase in the number of customers becoming delinquent and a corresponding rise in the outstanding amount in our delinquent utility bills. To address this issue and better align our practices with other municipalities in the county, a proposal has been made to reduce the shutoff timeline from approximately 78 days to around 51 days. This adjustment aims to ensure that customers do not defer payment to the city, thus preventing them from entering a financial situation that becomes increasingly challenging to recover from. By aligning our shutoff days with billing standards, we aim to uphold financial responsibility among our customer base and promote more effective bill management.

**Name of Legal Dept approver:** Daniel Baldwin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Staff recommends approval.

**SUBJECT:** Billing Policy & Procedures/Utilities

**POLICY NO:** 10.87

**APPROVED BY:** City Council & City Manager

**EFFECTIVE DATE:** 08/19/1988 (revised 03/1990, 08/1998, 06/2001, 05/2006, 02/2008, 01/2009, 09/2011, 07/2014, 01/2017, 06/2017, 11/2018, 05/2020, ~~and~~ 07/2021, and 02/2024)

**METHOD OF APPROVAL:** Water & Energy Services Board/Staff recommended to City Council

**POLICY:** It shall be the policy of the City of St. George to adhere to the billing procedures and charge for products and services at the rates as outlined herein.

**PURPOSE AND OBJECTIVE:** To ensure proper payment is made by all Water and Energy Services customers and to ensure all customers are charged fairly and equitably for products and services received.

**PROCEDURES AND RESPONSIBILITIES:**

This policy outlines the procedures for disconnection of utility services for non-payment as well as charges related to late payments and shut-off notices. The policy also outlines the various fees for work done by the department for customers.

**Late Charges:**

Late charges will be applied automatically by computer at the rate specified in the Utility Rate Schedule available on City of St. George website. Past due amounts are credited on a priority basis as partial payments are received. The computer assumes delinquent amounts must be paid before current charges. Late fees may be adjusted by Customer Service Representatives or Billing Personnel if:

1. The customer has a **valid** reason why the bill was paid late such as the following:
  - a. Medical emergency, death in the family, mailed payment (forgetfulness is not a valid reason).AND
  - b. The late fee is \$10.00 or lessAND
  - c. The customer has **paid on time for the last 12 months** (excluding the payment for which the waiver is being requested)
2. The adjustment note to the billing department should reflect the answer to the above three criteria and should also be initialed by the Customer Service Representative making the adjustment.
3. A customer is allowed only one late fee adjustment during a 12-month period.
4. If the late fee exceeds \$10.00 or if the late fee waiver is denied and the customer still feels it should be reversed, refer the customer to the City Treasurer or Administrative Services Director.

In relation to the above procedure, if a customer is disputing an electric or water bill and requests further investigation, they should be advised to pay the bill by the due date to avoid late charges. If an adjustment is made, they will receive a credit to their account. An exception may be made if it is obvious that an adjustment needs to be made (such as a residential bill for \$10,000) then the customer may be advised to hold their payment until the adjustment is made.

### **Delinquent Accounts:**

The first notice is printed on the utility bill when one month's balance is delinquent in addition to the current month. The notice reads:

#### Delinquent First Past Due Notice

THIS ACCOUNT IS NOT CURRENT. TO PREVENT SERVICE INTERRUPTION, REMIT THE ENTIRE PAST DUE AMOUNT BY 4:30 PM ON XX/XX/XXXX. FAILURE TO SUBMIT PAYMENT WILL RESULT IN A \$XX.XX CHARGE, AND SERVICE SHUTOFF PROCEEDINGS BEING INITIATED.

~~YOUR ACCOUNT IS PAST DUE. SERVICE MAY BE TERMINATED IF PAST DUE AMOUNT OF \$\$\$ is not paid by DATE XX, XXXX.~~

IF YOU HAVE ALREADY PAID, PLEASE DISREGARD THIS NOTICE.

The second notice is printed on the utility bill when two months' balance is delinquent in addition to the current month. This notice reads:

Second Past Due Shut-Off Notice ~~YOUR ACCOUNT IS DELINQUENT! SERVICE WILL BE CUT-OFF DATE XX, XXX IF THE ENTIRE PAST DUE AMOUNT IS NOT PAID BY 5:00 P.M. ON DATE XX, XXX AT THE CITY OFFICES. IF SERVICE IS DISCONNECTED, A \$XX.XX CHARGE WILL BE ADDED TO RECONNECT. IF YOU FEEL THE BILLING IS UNJUST OR THAT THERE IS GOOD CAUSE FOR APPEAL, A HEARING MAY BE SCHEDULED WITHIN 3 DAYS OF THIS NOTICE.~~

IF YOU HAVE ALREADY PAID, PLEASE DISREGARD THIS NOTICE

A final shut-off notice is mailed approximately seven (7) business days before the shut-off date. The customer is billed the mailing shut off notice fee \$10 for the processing and mailing of the final shut-off notice per the rate schedule. The notice reads:

#### Shutoff Notice

SERVICES WILL BE SHUTOFF ON XX/XX/XXXX. FEES WILL BE ADDED FOR SHUTOFF PROCESSING. TO AVOID DISCONNECTION, THE ENTIRE PAST DUE MUST BE RECEIVED BY 4:30 PM ON XX/XX/XXXX (NO CHECKS ACCEPTED).

IF PAYMENT IS NOT RECEIVED BY THE DATE AND TIME NOTED ABOVE, THE ENTIRE



~~ACCOUNT BALANCE MUST BE PAID BEFORE SERVICES ARE RESTORED. YOU HAVE THE RIGHT TO APPEAL THE SHUTOFF IF YOU FEEL THE BILLING IS UNJUST OR THERE IS NOT GOOD CAUSE FOR A SHUTOFF, WITHIN 3 DAYS OF THIS NOTICE. AS NOTICED ON YOUR LAST UTILITY BILLING, YOUR ACCOUNT WILL BE DISCONNECTED IF THE PAST DUE AMOUNT IS NOT PAID IN OUR OFFICE BY 5:00 PM ON THE ABOVE DUE DATE. IF SERVICE IS DISCONNECTED, A \$XX.XX CHARGE WILL BE ADDED FOR RECONNECTION.~~

The delinquent and disconnect fees are listed in Attachment A.

If the customer does not respond to the notices, service will be discontinued if full payment of the delinquent amount is not received by the cut-off date stated on the bill. This means received, not mailed, promised, intended, etc.— Checks will not be accepted from a customer if the customer is in a shut-off status due to non-payment. Shut-off status includes the customer being notified their account is scheduled for disconnection due to non-payment; or the account is listed on a shut-off list; or the customer is making a payment towards a payment arrangement agreement established in lieu of being shut-off. Under these situations, acceptable payments are in the form of cash, credit card, cashier's check, or money order, only.

If Customer files an appeal of the notice to shut-off a utility, the notice shall immediately be given to the City Manager for the appointment of three individuals to hear the appeal. Service will not be turned back on unless full payment is received, or the Administrative Services/Finance Department allows other arrangements. The Administrative Services Director, the Water Services Director, or the Energy Services Director may also elect to implement a deferred payment plan during adverse weather months and/or declared local state of emergencies.

If the customer is disconnected for non-payment, or on the shutoff status list after the required shutoff payment due date, the customer will be charged a shutoff processing service reconnection fee ~~upon reconnection of services~~. Any past due balance must be paid to transfer services to a new address.

Deposits shall not be considered in determining delinquent status. Shut-off lists will be prepared for the System Operators, so that no water or power is turned on during non-regular business hour that was shut off for non-payment. Field personnel will not be allowed to take money for payment of the delinquent bill in lieu of shut-off. All payment of past due accounts will be received by appropriate office personnel. Field personnel must not make any other arrangements to leave power or water on if a shut-off order has been issued, i.e. promises to pay, etc. If there appears to be a life-threatening situation, the person doing the shut-off should contact his/her immediate supervisor for instructions. All customers should be treated equally with regard to these procedures.

Customers whose utility account is closed leaving an outstanding balance shall not be provided with service under a new account until the old account is paid in full or arrangements are made to fully pay the outstanding balance. Finance office personnel shall have ~~discretion~~ the discretion to add an existing balance on an old account to a new account being opened if they choose to do so because of justifying circumstances, but there shall be no obligation to transfer an old balance.

If it is determined that a former customer with an outstanding balance has opened an account in the name of another person when in fact the former customer resides at the address of a new account and directly benefits from the utilities provided, it shall provide the basis for termination of utility service to the new

account unless appropriate arrangements are made immediately for the payment of the previous balance. In the event, it is determined that such a subterfuge may have been undertaken by the old customer, appropriate notice of termination shall be given to the customer in whose name the new service appears, together with the reason for termination, thus providing opportunity for arrangements to pay the old balance or to seek a hearing before the Utilities Appeal Board.

Termination of water service will be allowed for nonpayment of the garbage or sewer portions of the unified billing.

#### **Billing Dispute/Adjustments:**

In the event that a billing, reading, or meter error is discovered, either by the City or by the customer, the City will calculate an adjustment for a period not to exceed twelve (12) billing periods from the date of notification. If a meter fails and the failure is verified by testing, either by stopping completely or registering abnormal usage, the City shall replace the faulty meter. For a failed electric meter, data would be collected from a new meter for a 24-hour period multiplied by the billing cycle days affected. The estimated usage will be compared with the billing period in the prior year and the lesser of the two will be used to calculate the new bill.

If a customer is disputing high water usage, and the meter is determined to be working properly, the customer will be billed for all water usage registered on the meter. However, during Conservation Rates periods (April - September), the City may calculate a rate adjustment to Regular Water Rates, provided the customer has repaired the issue and provided documentation.

The customer should be notified, in writing, as to the situation and explaining the adjustment to the customer's account and how the adjustment is calculated.

In relation to the above procedure, if a customer is disputing their utility bill and requests further investigation, they should be advised to pay the bill by the due date to avoid late charges. If an adjustment is made, they will receive a credit to their account. An exception may be made if it is obvious that an adjustment needs to be made (such as a residential bill for \$10,000) then the customer may be advised to hold their payment until the adjustment is made.

#### **Utility Board Hearing Process**

In the event a customer contests a utility bill the customer can request an Appeal Hearing under the following circumstances:

- The customer has evidence that an action by the City caused damage that resulted in a high bill. i.e. broke a water line on the customer side of the meter and the bill was not adjusted;
- The customer has evidence the meter reading is inaccurate.

Appeal Hearings will not be scheduled for unjustifiable issues, including but not limited to:

- A water leak on the customer side of the meter resulting in a higher than normal water usage;
- Unexplained increase in water or electrical use when the meter is determined to be reading accurately.

**Meters can be tested at the customer's request. If the meter is found to be reading accurately, the customer is liable for the cost of the meter change and testing fees. Meter testing fees are listed in**

## Appendix A.

For issues related to the electric utility bill, the following procedures will be followed for each type of problem listed below.

**In the event a customer believes the reading is inaccurate, the City will do the following:**

- A representative from the Energy Services Department will meet with the customer to conduct an energy audit.
  - The billing history will be reviewed.
  - An on-site inspection of home.
  - If the meter is found to be reading inaccurately, the meter will be changed and tested.
  - An adjustment may be made to a maximum of six months and the meter will be replaced.

**In the event, there is an issue with partial power or power fluctuation, the procedure is as follows:**

- The meter will be removed and a test device may be placed on the service to identify the problem. This will identify on which side of the meter (customer or City) the problem exists.
  - If it is on the Customer's side of the meter, the service crew will recommend the customer contact an independent electrician to determine the source of the problem.
  - If the problem is on the City side of the meter, the crew will identify the cause and resolve the issue.

**For issues related to the water utility bill, the following procedures will be followed for each type of problem listed below.**

Water meters are tested by installing a new meter and the meter to be tested on the same line. Water flow is measured through both meters and the readings compared.

**Meters can be tested at the customer's request. If the meter is found to be reading accurately, the customer is liable for the cost of the meter change and testing fees. The charge for testing a water meter is based on time and material.**

If the dispute is regarding a high water reading the following will be done:

1. The meter will be manually read to confirm the AMR reading.
2. A Water Crew member will observe the meter while all water is turned off at the service address. A meter that continues to turn is an indication of a leak on the customer's side of the meter. It is the customer's responsibility to locate and repair leaks on their side of the meter. **It is not the policy of the City to adjust the amount of high bills due to leaks on the customer side of the meter.**

It is expected that accounts will stay current during the appeals process. Customers should continue to pay their bills on time to avoid late payment penalties.

### **How to request an Appeal Hearing**

1. Customer should contact the City Treasurer to request an appeal hearing.

2. Based on the information provided by the customer a determination will be made regarding whether the customer has met the requirements for a hearing as outlined above. The customer will be notified of the determination. If a hearing is warranted, a representative of the Water or Energy Services Departments will schedule the hearing.
  - a. The Treasurer should provide the following information
    - i. Name and contact information of the customer requesting the Appeals Hearing;
    - ii. A brief description of the situation resulting in the Appeals Hearing;
    - iii. A list of staff members to provide testimony.
3. The Water or Energy Department Representative will then appoint three (3) City employees to sit on the board based on the following
  - a. Board Members must not be party to dispute/concerns prior to the hearing or have a financial interest in the dispute;
  - b. Board Members may be from any Department within the City;
  - c. Board members may not be related to the customer by blood or marriage.
4. The Water and Energy Representative will schedule a hearing and notify all parties involved. The following information will be provided in the notification
  - a. Name of the customer requesting the hearing;
  - b. Date, time and place of the Hearing;
  - c. Board Members;
  - d. Brief description of the customer complaint/concern.

Board Meeting format is as follows:

1. Participants include
  - a. Water and Energy Representative (or other designated staff member to take and transcribe minutes);
  - b. City Attorney or Staff Attorney assigned by the City Attorney;
  - c. Board Members;
  - d. City staff with knowledge of the circumstances and asked to attend to give testimony;
  - e. Utility Department Representative;
  - f. Customer and customer's representative(s).
2. After introductions of all parties, the customer will present evidence.
3. City staff members will give testimony.
4. Questions and answers to clarify testimony, evidence etc. will be allowed.
5. At the end of the discussion, the customer may be asked to leave the room while the Board deliberates.
6. The Board will make a decision based on evidence and testimony presented.
7. The customer will be notified of the decision in a letter issued from the Legal Department or may be requested to wait for verbal notification of the decision at the Board's discretion.

The decision of the Board will be based on the evidence presented. The Board is not expected to find for a reduction in the utility bill based on water leaks occurring after the meter (customer side of the meter), unexplained high usage, partial power for fluctuations on the customer's side of the meter etc.

In the event an applicant is more than fifteen (15) minutes late for the hearing, the Board will make a decision based on the information provided by City personnel as well as any available information from the customer. The decision will be final; the applicant will not be permitted to request a hearing for the

same incident.

The decision of the Appeals Board is final. The minutes will be transcribed as soon as possible and filed in the Water and Energy Services Administration files.

#### **Opt Out of Curbside Residential Recycling Collection Services:**

In compliance with Title 4 Chapter 4 SGCC, a utility customer of a residence which has utility services may request to opt out of the curbside residential recycling due to a hardship or extraordinary circumstances which, by this policy, is defined as a financial hardship or when no one in the home is physically able to place the container curbside. Customers wishing to opt out of the recycling collection service must do so by submitting the opt out of city recycling collection service application to the city's utility office to the attention of the Administrative Services Director or designee.

#### **Qualification Requirements:**

- To qualify for a financial hardship, you must meet the definition of low income. The low-income level is 150 percent of the U.S. Department of Health and Human Services poverty guidelines.
- Physically unable to place container curbside requires that the customer attest on the application that no one in the home is physically able to place the container curbside.

The Administrative Services Director or designee may require the applicant to provide supporting information or documents as needed by the city to make a decision on the request. If the documents are not provided the request will be deemed withdrawn and the waiver will not be granted.

The Administrative Services Director or designee will notify the customer within 15 business days after receiving all needed information if the customer is approved or denied the opt out request. If the request is denied, the customer may submit a request to appeal the decision to the administrative hearing officer pursuant to Title 1 Chapter 15 of the SGCC.

#### **Deposits:**

Where residential premises served by utilities are leased by the user, the tenant thereof shall be required to post a deposit (see Attachment A) in such amount as established by resolution of the city council, guaranteeing payment of charges when due before services will be provided. If the residential applicant has already established good credit history with the city the deposit requirement may be waived upon approval of the Administrative Service Director or designee. If after three (3) years it has not been necessary to use any part of the ~~a~~ leased residential premises deposit, the city may return the deposit and accrued interest on the residential account and not require a further deposit unless there is a subsequent delinquency in the payment of a bill.

Commercial accounts shall post a deposit at least as great as the cost of utilities services for a six (6) week period (see Attachment A), guaranteeing payment of charges when due before services will be provided. If the commercial legal entity has already established good credit history with the city the deposit requirement may be waived upon approval of the Administrative Service Director or designee. If after two (2) years it has not been necessary to use any part of a commercial deposit, the city may return the deposit and accrued interest on that commercial account and not require further deposit unless there is a change of owner or subsequent delinquency in the payment of a bill.

All deposits shall accrue an interest rate as determined from time to time by the director of administrative services and approved by city council on unused portion thereof, and interest earned shall be paid to the user upon return of the deposit. If a portion or all of a deposit is used to pay delinquent charges, the user, upon request, shall be required to add a further deposit equal to the amount used.

**Military Discount:**

Any active military personnel who is a residential user and who is responsible for a City of St. George Utility bill and is deployed to a combat zone designated by the President of the United States may receive a monthly credit (see Attachment A) on their utility bill or the amount of the utility bill if less than approved military discount.

The fee waiver is subject to the following:

- a. Only active military personnel deployed outside of the country are eligible and:
  1. Must maintain residency within the home in the City of St. George;
  2. Must be the party responsible for the household and the utility bills;
  3. Must be current on their utility bill; and
  4. Must be deployed for longer than 30 days.
- b. Waiver is good as long as military member is deployed outside of the country. Applicant must contact the City within 14 days of returning from Deployment.
- c. Applicant or spouse must present to the City a copy of the activation orders placing the individual on active duty and providing the dates, duty station and location of active duty stationing and fill out the application City Military Discount application form.
- d. The credit shall remain in effect for a period of twelve months. If an eligible account holder is called to serve beyond twelve months, they may reapply for an additional twelve months.
- e. The discount program may be discontinued at any time and for any reason.

The credit shall be paid from the City's water and energy services enterprise funds.

**Same Day Meter Connects and Reconnects:**

Same Day work is determined to be Monday through Friday 8:00 am to 4:00 pm, excluding City observed holidays and weekends. Special circumstances may be made by the System Operator. If an applicant needs their utility services connected or reconnected the same day, they submitted an application for new service, the Same Day service fee shall apply. A work order is to be completed with the appropriate changes and submitted to the Administrative Services Department Utility Division to bill the customer.

**Weekend and Holiday Meter Connects and Reconnects:**

Weekend and Holiday meter connections and reconnects are determined to be Saturday and Sunday and



City observed Holidays. This service is scheduled through the Energy Dispatch Plant and is subject to Power Lineman and Water Maintenance Worker being available to perform service request. Weekend and Holiday Meter Connect and Reconnect fees will apply. A work order is to be completed with the appropriate changes and submitted to the Administrative Services Department Utility Division to bill the customer.

**Impact Fees and Connection Fees:**

It is the policy of the City that water and electric impact fees will be used to assist with funding for exploration and development of new water and power sources for the City, to build transmission lines with necessary accessories, to transport new water and power resources to the City, and to extend water and power distribution when necessary for the public benefit.

Power substations and water storage tanks will also generally be paid for with impact fees. However, if a development/project is large enough or one location aggregate total energy demand of 2.5 MW or greater which will require the full capacity of a substation or typical storage tank, impact fees may not be used. The developer or owner will be required to install these facilities in such cases and will not be allowed any discounts or credits on the impact fees owed.

Sectionalizes and pressure reducing stations will not be paid for with impact fees/rate base income. Developers/owners must pay for these facilities.

For all new connections, but not for reconnections, impact fees will be charged according to the schedule adopted by the City Council and available from the Building Department. If a project will increase the size of an existing service, an incremental impact fee will be charged. Incremental impact fees will be charged if the size of a water tap is increased to a customer. If the size of the existing service cannot be clearly determined by the Inspection Department, the Energy or Water Services Department Inspector will make the final decision.

Connection fees will be charged according to the Impact and Connection Fee Schedule. Connection fees will be charged for new connections and reconnections. Connection charges have been determined based on standard/typical service. If a connection is considered nonstandard, the cost of service must be charged as determined by Energy or Water Services Department personnel based on time and material.

These policy provisions are intended to supplement, but in no way, supersede any provision of the ordinance governing impact and connection fees, Sec. 4-4-1 through 4-4-6, St. George City Code.

**High Voltage Underground Power Inspection Billing Procedure**

The inspection fees listed in the Service Rate Schedule will be billed out on a lump-sum/upfront basis at the time the building permit and/or grading permit is issued. Once a project is awarded, the successful pre-qualified electrical contractor will call for the first inspection (i.e. trench/conduit installation). If fees are not paid at the time the building permit is issued, the prequalified contractor is subject to removal from prequalified list. The contractor will not be eligible to reapply for a minimum of one year.

As of June 1, 1993, the Energy Services Department will bill the person listed on the temporary or permanent power request form for a new lid, if it is damaged at the time of energization.

**Use of Meters:**

All water and power deliveries must be metered to all customers/entities regardless of amount used, the

use of the water, or any other criteria used in the past to exempt the use of a meter, except as noted in the Rate Tariffs.

The property owner is responsible to keep the meter maintained in good working order. If it is found that a water and/or power meter has been damaged, tampered with or stolen, the property owner will be responsible for repair/replacement of the meter. In the event the meter is damaged replacement or repair will be made at the discretion of the City and in accordance with current City meter specifications.

**Use of Combination Locks:**

A customer who wants to install a lock on their property which would limit access to water and/or power meters, can do so if they install a combination lock and provide the combination to the City. The City agrees to retain such number in its records as confidential information. An agreement indicating the City shall not be liable for any loss sustained by the customer within said enclosure and other appropriate terms shall be signed by the customer. (Attachment B)

**Water and Energy Users Outside City Limits:**

In the past, the City has sold surplus water and energy to users outside the City limits. The City shall continue to serve those users and charge such users at a rate as noted in the City Rate Tariff. The City must charge this higher rate to outside users as it is considered that such water and energy is the highest cost in the City system.

Temporary availability of water in excess of immediate need shall not be considered a surplus, and no surplus shall be deemed to exist until there is a change in this policy by resolution of the City Council. The City will not provide water to new customers outside the City limits until such time as a surplus is determined to exist.

**SPECIAL SERVICE TARIFFS:**

- A. Water service fees for those connected to the City water system but living outside the City of St. George incorporated area will be double that paid by those inside the incorporated area of the City.

Contractors who wish to purchase water through fire hydrants must rent a fire hydrant meter from the City Water Department at the current rental rate. The water registered by the meter will be billed monthly at the current rate as posted on the City website. The connect fee as listed in Attachment A will apply to hydrant meters rentals and charged at the time the hydrant meter rental is set up.

- B. Snow Canyon State Park will be billed at a rate of \$0.30 per thousand gallons.
- C. Ivins and Santa Clara will be billed according to the attached tariff.
- D. Individuals may haul water from their own metered source i.e. residence in St. George to any other location inside or outside the City limits without any additional charge. City has the right to determine if hauling is excessive and limit or terminate water hauling.
- E. City reserves the right to limit or terminate the use of water, as appropriate.
- F. Manual adjustments for water bills will be limited to the following:

- i. K&W Hall Trust Acct# 01290007 deduct gallons used on Ken Simkins Acct# 01290010.
- G. Water Services Director will have the right to lease irrigation water shares at a rate adequate to cover current assessments. The current lessees are attached.
- H. Todd Call Customer #55-530000 (out-of-city water meter) will not be billed a minimum charge per an agreement with the City dated February 9, 1932.
- I. In consideration of the right-of-way granted the City to build a 3.2-million-gallon water tank located on the Paiute Indian Reservation in the area currently occupied by the Shivwits Band of the Tribe, the City shall compensate the current 45 residential connections in the Shivwits Village by providing water for culinary and fire protection purposes at "In City" rates per the Lease and Right-of-Way Agreement dated April 30, 1991.

**Tariff for Santa Clara/Ivins**

- 1. Snow Canyon Water Project Interlocal Compact -- Santa Clara & Ivins (dated September 13, 1978): revised June 11, 2001
  - a) Major cost (those exceeding \$5,000 per item, task or occurrence) shall be paid by the parties in ratio of each party's use of Project Water; beginning with the time the Project went into operation. (Article V Section 2.1). Notice of any major cost must be given to Santa Clara and Ivins by St. George.
  - b) The parties, in amounts equal to their proportionate use of Project Water, shall pay all other operating costs during the preceding 12-month period. (Article V Section 2.2)
  - c) These costs shall be finalized and billed within 90 days of the end of each calendar year.
  - d) Late charge of 1.5% per month. (Article VII Section 3.1a)
  - e) Cut off after 60 days. (Article VII Section 3.1.b)
  - f) Power for Santa Clara City separate system shall be billed at the St. George cost of power purchased. (Article IV Section 2.3.b)
  - g) Water meters shall be read monthly and a bill sent to Ivins and Santa Clara at a rate agreed on by the City and the user.
  - h) All excess water to be billed according to the Snow Canyon Compact Agreement.
  - i) Charge Santa Clara for City water used each month is Santa Clara's meters less (Santa Clara's well water meter less 2% for leakage).
- 2. Water Use Agreement (dated March 25, 1965) for Gunlock Water to Ivins:
  - a) Quantity limitations as follows:

1998 - 137,894,400  
 2003 – 166,556,800  
 2008 – 175,219,200

- b) Water Rate = \$0.62/1000 gallons per amendment dated July 27, 1989.
- c) Late fee & Cut-off fees as per Policy 10.87.

St. George Clara Field Canal Co: Crystal Cable Irrigation Water Agreement inferred information between the City of St. George and Jay Ence when the City obtained 22 shares in St. George Clara Field Canal Company and we gave those 20,000,000 gallons a year to irrigate Crystal Lakes. Need to read the meter and verify usage annually.

#### **Water System Installation Inspection Billing Procedure**

The inspection fees listed in the Service Rate Schedule will be billed out on a lump-sum/upfront basis at the time the building permit and/or grading permit is issued. Once a project is awarded, the successful pre-qualified water contractor will call for the first inspection (i.e. trench/pipe installation). If fees are not paid at the time the building permit is issued, the prequalified contractor is subject to be removed from the prequalified list. The contractor will not be eligible to reapply for prequalification for a minimum of one year.

#### **Waiver of Monthly Fees for Sewer and Garbage/Recycling:**

The policy of the City of St. George with regard to waiving monthly fees for sewer and garbage/recycling service during an extended periods of absence from the home for at least six (6) months by residents; If a person is requesting a waiver of fees and is willing and able to shut-off either water or electrical service to the utility residence, then the Sewer and Garbage/Recycling services will also be waived for the period of the absence. Other utility fees, such as Drainage, Flood Control, Water Conservancy Surcharge, etc. will still be assessed. Reconnection fee charges will be applicable when water or electrical services are reconnected.

#### **Personnel and Equipment Billing:**

Charges for service will be invoiced based on equipment used, personnel involved, material costs and time. City equipment and personnel will be billed as per the established equipment/personnel rate schedule. If the service requires new or additional materials, they will be requested from a local supplier and billed as per the supplier's invoice with a 15% administrative cost added. If material is taken from the City's inventory, it will be billed as per the current replacement cost plus a 15% administrative cost. The City Purchasing Department and Water or Energy Services Warehouse Technicians will keep a current list of inventory and direct costs. Electrical transformers will be acquired and billed as per the existing City transformer policy/ordinance.

Prequalified Contractors/Developers requesting credits for material returned to the Water or Energy Services Warehouse will only be given credit towards an upgrade for the following items:

- Pole mounted transformers, Single and Three phase.
- Pad Mounted transformers.

The amount of credit will be based on the following formula:

Replacement cost divided by years from date sold.

There will be no other upgrade credits for any other material returned (i.e. pole, switches, vaults etc.) Any credits offered are for system upgrades only and contractors/developers with surplus material will not be allowed to return this material to the City for credit.

Requests for Water or Energy Services Department services will be summarized on City of St. George Water and Energy Services Department Work Order Agreement Form. An estimate for the service will be prepared; the contractor/customer will pay the estimated amount in advance of the work being performed. The only exception to prepayment is in the event of an emergency as deemed by the Water and/or Energy Services Department. In this case the customer/contractor will be required to sign an Agreement to Pay form and services/equipment will be billed after work has been completed. Information on the work order must include such items as encroachment number, etc. Once payment has been made, the Work Order Agreement Form will be given to the appropriate personnel outlined on the field work order for dispatch of crews to the site (this person will be in charge of prioritizing the orders).

Whether work done in the regular course of business or in an emergency, once the work is completed a Service Bill will be prepared by the Water or Energy Services Departments from daily service logs. The service logs will have all time, equipment, personnel and material used for each job itemized. All material invoices will be attached to the service log and a copy of this information will be provided with the invoice. All information will be given to the Water or Energy Services Departments for tracking purposes and submitted to the City Finance Department for invoice preparation. The Service Bill will be compared with any estimated amount paid and the contractor will be refunded any overpayment or invoiced for any shortage. The original invoice and back up detail will be filed in the Finance Department.

If bills are not paid in 30 days from mailing date, the Finance Department will send a letter requesting payment and advising of legal action to be taken. If not paid within an additional 30 days, the account will be forwarded to the City Attorney for collection. A late penalty will be charged for all past due amounts as noted in the Services Rate Schedule. Additional information to be forwarded to the Attorney includes: date of service/sales, date of first bill, material sold or service rendered, total amount due, address and any applicable aging information.

**Interdepartmental Billing:**

Charges for services incurred by other city departments will be invoiced based on equipment used, personnel involved, material costs and time. However, city departments will pay for material and outside labor costs only.

**Equipment/Personnel Rate Schedule**

The equipment/personnel rate schedule will be established at current industry charges for equipment and actual total costs will be used for employee time including all overhead expenses. The established costs will be used for all services provided. Time starts from the time personnel/equipment leave to travel to the job site. See Attachment A for the rates

**Current Water and Energy rates are available from the Finance Department and on the City website at [www.sgcity.org](http://www.sgcity.org)**

### **Net Metered Accounts**

Net metered accounts have a solar PV system installed behind the meter. The account holder on net metered accounts is required to sign a net metering agreement at the time the system is installed. If the account changes ownership, the new account holder is required to sign a net metering agreement and is subject to any fees associated with a net metered account such as the monthly Solar Reliability Charge. The signed and notarized agreement is required to be submitted at the time the application for service is submitted.

If the account holder is not willing to sign a Net Metering Agreement, electric service will not be provided. The current Net Metering Agreement is available on the City's website or can be obtained by contacting the Energy Services Department directly.



**Attachment A**  
Service Rate Schedule  
(See City's Master Fee Schedule)

DRAFT

~~Residential & Commercial Connect/Reconnect Fee per electrical meter and water meter scheduled in advance of service during regular business hours (added to utility Bill) \$25.00~~

~~Residential & Commercial Same Day Connect Fee (New service to existing meter – added to utility bill in addition to normal Connect Fee) \$50.00~~

~~Weekend and Holiday (Emergency) Connect and Reconnect Fee per meter (In addition to Connect Fee – added to utility bill) (Lineman and Water Maintenance Worker OT Rate) \$78.00~~

~~Mailing of Shut-off Notice \$10.00~~

~~Hydrant water meter processing fee \$35.00~~

~~Hydrant water meter rental deposit \$2,000.00~~

~~Temporary power meter connection fee \$100.00~~

~~Wrongly marked base \$35.00~~

~~After Hour Permanent Power Connection \$105.00  
(New service with new meter – 2 men/1 hour)~~

~~Late payment charge 5% of current water and electric only~~

~~Electric Meter Test \$50.00~~

~~Water Meter Test Based on time to test meter~~

~~Returned payment charge (Re: Title 1 Chapter 10 Article C – Bank Fees on Return Checks and Other Returned Item Fees) \$20.00~~

~~Military Discount Credit per month up to \$75.00~~

~~Deposits: Rate Schedule~~

~~Resident (Renters only) \$125.00~~

~~Commercial/Business higher of average usage for a 6-week period or \$150.00~~

~~Power Factor Adjustment: If the commercial customer power factor is found to be less than 95 percent, customer will be penalized one percent for every percent below 95. Currently, power factor is only read on customers with equal to or greater than 750 kW demand.~~

~~Streetlights: (See Street Light Policy)~~

~~Yard Lights: + \$15/mo. plus tax for maintenance  
(No new yard lights will be installed, maintenance will continue only on existing lights)~~

~~Pole Attachment Fee \$20.00 per attachment per year per pole, including secondary poles~~

~~City rates are set at a rate calculated annually to cover the cost of power per KWH to the City as determined in the annual audit.~~

~~\*Water Lab Tests \$50.00/each~~

~~\*\*Swimming Pool Test Fees for Presence/Absence \$15.00 each~~

~~\*\*Swimming Pool Test Fees for HPC \$25.00 each~~

~~\*Tests will be conducted at the request of the customer in cases of suspected water borne diseases, taste, odor, legal issues, etc. and charged to the customer. Customer will not be charged if a physician or the State/County Health Department requests the test or if the test comes back positive.~~

~~\*\*These tests will be conducted for swimming pool facilities that are required by Utah State Code and under the direction of the Utah State Health Department. The customer is required to collect the sample; this fee is for the testing only.~~

~~Water Meter Tests Time and Material~~

~~Pad Mounted Switchgear \$5,600.00/per fuse bay and fuse doors~~

~~If a developer requires an underground pad mounted fused switch for a 3-phase project, the above fee will be assessed for each fuse bay needed.~~

~~Riser Pole Fee \$1,800.00~~

~~1  $\phi$  secondary \$600.00~~

~~Services for above 400-amp CT Meters \$500.00~~

~~Power Inspection Fees:~~

~~Residential Subdivision \$50/lot (See Note 1)~~

~~Townhomes/Planned Developments \$50/building or unit (See Note 1)~~

~~Trench Inspection — projects with 1 — 3 trenches \$50.00~~

~~Trench Inspection — projects with more than 3 trenches To be determined by Staff~~

~~Commercial (one service drop) \$250 (See Note 2)~~

~~MEGA Projects (Malls/Shopping Centers) To be determined by Staff~~

~~Note 1: If the subdivision/development is built in phases, the inspection fees will be based on the number of lots receiving service off of the installation of secondary boxes and transformers in initial power phase construction. If there are changes made to the system, fees need to be paid in full before the Certificate of Occupancy is issued. See Example:~~

~~EXAMPLE: The inspection fees for primary power installations for planned developments or phased projects will be billed based on the number of secondary services shown on the approved phase drawing. If the building phase shows eight lots, but the power installation shows eight services plus an additional ten for future lots, the inspection bill will be based on eighteen lots.~~

Note 2: If one contractor installs off-site power improvements and another contractor installs on-site power improvements, each contractor will be billed an inspection fee of \$250.00.

#### Water and Wastewater Inspection Fees:

Residential Subdivision	\$50/lot
Townhomes/Planned Developments	\$50/building or unit
Commercial (per meter location)	\$500.00
MEGA Projects (Malls/Shopping Centers)	To be determined by Staff

Note 1: If the subdivision/development is built in phases, the inspection fees will be based on the number of lots receiving service off the installation of meter setters. If there are changes made to the system, fees need to be paid in full before the Certificate of Occupancy is issued.

Note 2: If one contractor installs off-site water improvements and another contractor installs on-site water improvements, each contractor will be billed an inspection fee of \$500.00

EQUIPMENT	RATE
2-3 yd. loader	85.00/hour
10-wheel dump truck	85.00/hour
Backhoe (rubber tires)	85.00/hour
Trencher (ditch witch)	85.00/hour
Thumper	85.00/hour
Generator (Gas 15 kW 120V 26 Amp)	25.00/hour
Pumps 3" pump	25.00/hour
Equipment trailers	25.00/day
Forklift	85.00/hour
Air Compressor	85.00/hour
Tensioner	85.00/hour
Puller	85.00/hour
Tapping Machine Rental (for 3" and greater)	250.00
Tapping's made by City crews for the following services will be billed at the rate shown-	
***3/4 Inch	\$75.00
*** 1 Inch	\$75.00
*** 1 ½ Inch	\$150.00
***2 Inch	\$150.00

#### TRUCKS:

Bucket Trucks	100.00/hour
Digger Trucks	100.00/hour

REGULAR FIELD PERSONNEL:	TIME/HOUR.	OVERTIME/HOUR.
Connect/Disconnect Man	35.00	52.50

Lineman	52.00	78.00
Crew Foreman	59.00	88.50
Water Maintenance Worker	52.00	78.00
Water Superintendent	65.00	97.50
Power Superintendent	65.00	97.50
Water Inspector	52.00	78.00
Power Inspector	52.00	78.00

ENGINEERING PERSONNEL: REGULAR TIME/HOUR

Principal Engineer	70.00
Project Engineer	65.00
Engineering Technician	40.00
Draftsman	40.00
Clerical	35.00
***Surveying (Two-man crew including instruments)	65.00

Changes based on last increases mid-step.

\* Crew truck costs included in hourly rate

\*\* Hourly rates above include compensation, benefits, FICA, and general administration costs.

\*\*\* Surveying is contracted out to various firms under a one-year blanket order -- rate listed is an average of all the rates submitted.

**Attachment B**  
**METER ACCESS AGREEMENT**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, between the City of St. George, whose Water Services Department or Energy Services Department supplies the utilities in question, herein referred to as the City and \_\_\_\_\_, the customer who receives metered utility service from the City at \_\_\_\_\_, herein referred to as the Customer wherein it is agreed that in consideration of the City's acceptance of a meter located within an enclosure, the Customer agrees to secure the enclosure in the following manner only.

1. Combination Lock. A customer may put a combination lock on their property and provide the City with the combination.
2. Secured Enclosure. The Customer does agree to thereafter not secure the area wherein the meter is located by an enclosure or entry that is secured by a device other than the combination lock referred to herein. The City agrees to enter the enclosure only for the purpose of reading the meter on a periodic basis, and whenever a lock is properly in place, the City will restore that lock to its same position on leaving the enclosure after reading the meter.
3. Release of Liability. The City shall not be liable for any loss sustained by the Customer within said enclosure.
4. Lock Removal. In the event the combination of the lock is changed by the Customer, or if for any reason the lock is damaged or does not function properly, the City shall have the right to cut off or otherwise remove the old lock and place a new one thereon, at the customer's expense, with the same combination number.
5. Default. In the event of a dispute over the application of this agreement, the Customer shall acquire no right to bar access to the meter pending a resolution of the dispute, and the Customer's failure to comply herewith may result in a violation by the Customer of the City ordinance requiring that reasonable access be provided by the Customer to the meter of his property.
6. Term. This agreement shall continue for so long as the Customer desires to maintain his meter within a secured enclosure.

IN WITNESS WHEREOF, the parties have hereunto set their hand on the day and year first above written.

CUSTOMER:

CITY OF ST. GEORGE

\_\_\_\_\_

By:     

\_\_\_\_\_



Title       

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DRAFT



**Agenda Date:** 02/01/2024

**Agenda Item Number:** 06

**Subject:**

Consider approval of Ordinance No. 2024-007 changing the general plan future land-use map from LDR (Low Density Residential) to COM (Commercial) on approximately 3.18 acres located at 1650 Snow Canyon Pkwy for a project to be known as Snow Canyon Parkway. Case No. 2024-GPA-001

**Item at-a-glance:**

Staff Contact: Mike Hadley

Applicant Name: Stephen Clark

Reference Number: 2024-GPA-001

Address/Location:

1650 W Snow Canyon Pkwy

**Item History (background/project status/public process):**

The property is zoned R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size). This application is to change the General Plan from LDR (Low Density Residential) to COM (Commercial) to develop the property with the Commercial designation. The applicant is not sure at this time what exactly they are wanting to do on the property. The piece of property is a challenging piece with a drainage channel and a good amount of slope to the property. The applicant has mentioned possibly professional office or medical buildings. At their meeting on January 9, 2024, the Planning Commission held a public meeting and recommended approval with no conditions with a vote of 6-1.

**Staff Narrative (need/purpose):**

This is the first step in the rezoning process to update the General Plan. Once the General Plan matches what might be proposed by the applicant. The applicant can then move forward with a rezone on the property.

**Name of Legal Dept approver:** Jamie Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

The Planning Commission held a public meeting on this item on January 9, 2024. There was public comment at the meeting. The Planning Commission recommended approval of the General Plan Amendment with a vote of 6-1 in favor of the amendment.

PLANNING COMMISSION AGENDA REPORT: 01/09/2024  
CITY COUNCIL AGENDA REPORT: 02/01/2024

<b>Snow Canyon Pkwy</b> General Plan Amendment (Case No. 2024-GPA-001)	
<b>Request:</b>	Consider approval of an ordinance changing the general plan future land-use map from LDR (Low Density Residential) to COM (Commercial) on approximately 3.18 acres located at 1650 Snow Canyon Pkwy for a project to be known as Snow Canyon Pkwy.
<b>Applicant:</b>	Dixie Downs Limited Partnership
<b>Representative:</b>	Stephen Clark.
<b>Location:</b>	1650 W Snow Canyon Pkwy.
<b>Existing General Plan:</b>	LDR (Low Density Residential)
<b>Proposed General Plan:</b>	COM (Commercial).
<b>Existing Zoning:</b>	R-1-10 (Single Family Residential, minimum lot size 10,000 sf).
<b>Land Area:</b>	Approximately 3.18 acres



**BACKGROUND:**

The General Plan is a guide for land-use decisions and contains various policies to help direct decisions related to land use and development of the City. This General Plan Amendment is for land generally located south along Snow Canyon Pkwy at about 1650 W. The property is zoned R-1-10 (Single Family Residential 10,000 sq ft minimum lot size). This application is to change the General Plan from LDR (Low Density Residential) to COM (Commercial) to develop the property with the Commercial designation. The applicant is not sure at this time what they specifically want to do but possible uses of the property might include a professional office, medical office or pickleball facility. This parcel is a remnant piece from the Artesia Terrace subdivision.

**PLANNING COMMISSION:**

The Planning Commission heard this item on January 9<sup>th</sup>, 2024, and held a public hearing. There was public comment at the meeting. Most of the comments from the public were the site being developed as a commercial property, traffic, safety, access onto Snow Canyon Pkwy and views on current lots being affected. The Planning Commission recommended approval 6-1 and no conditions. Any future development on the property will require a zone change at which time all of the specific concerns and items will be addressed.

**RECOMMENDATION:**

This is a challenging piece of property with the right use and site plan commercial development could be a viable option.

**ALTERNATIVES:**

1. Recommend approval of this General Plan Amendment.
2. Recommend denial of this General Plan Amendment
3. Table the proposed General Plan Amendment to a specific date.

**POSSIBLE MOTION:**

The City Council approves the General Plan Amendment for Snow Canyon Pkwy to the City Council with no conditions.

**FINDINGS FOR APPROVAL:**

1. This land use amendment will not be harmful to the health, safety and general welfare of residences and businesses in the area.

**Exhibit A**  
**Applicant's Narrative**



**GENERAL PLAN AMENDMENT**  
**PARCEL SG-6-2-14-4121**

The purpose of the general plan amendment is to add parcel SG-6-2-14-4121 into a commercial zone so the parcel can be developed. The owner would prefer to develop the property as commercial instead of residential due to the dimensions of the parcel and proximity to Snow Canyon Parkway.



# SNOW CANYON PKWY

CASE No. 2024-GPA-001

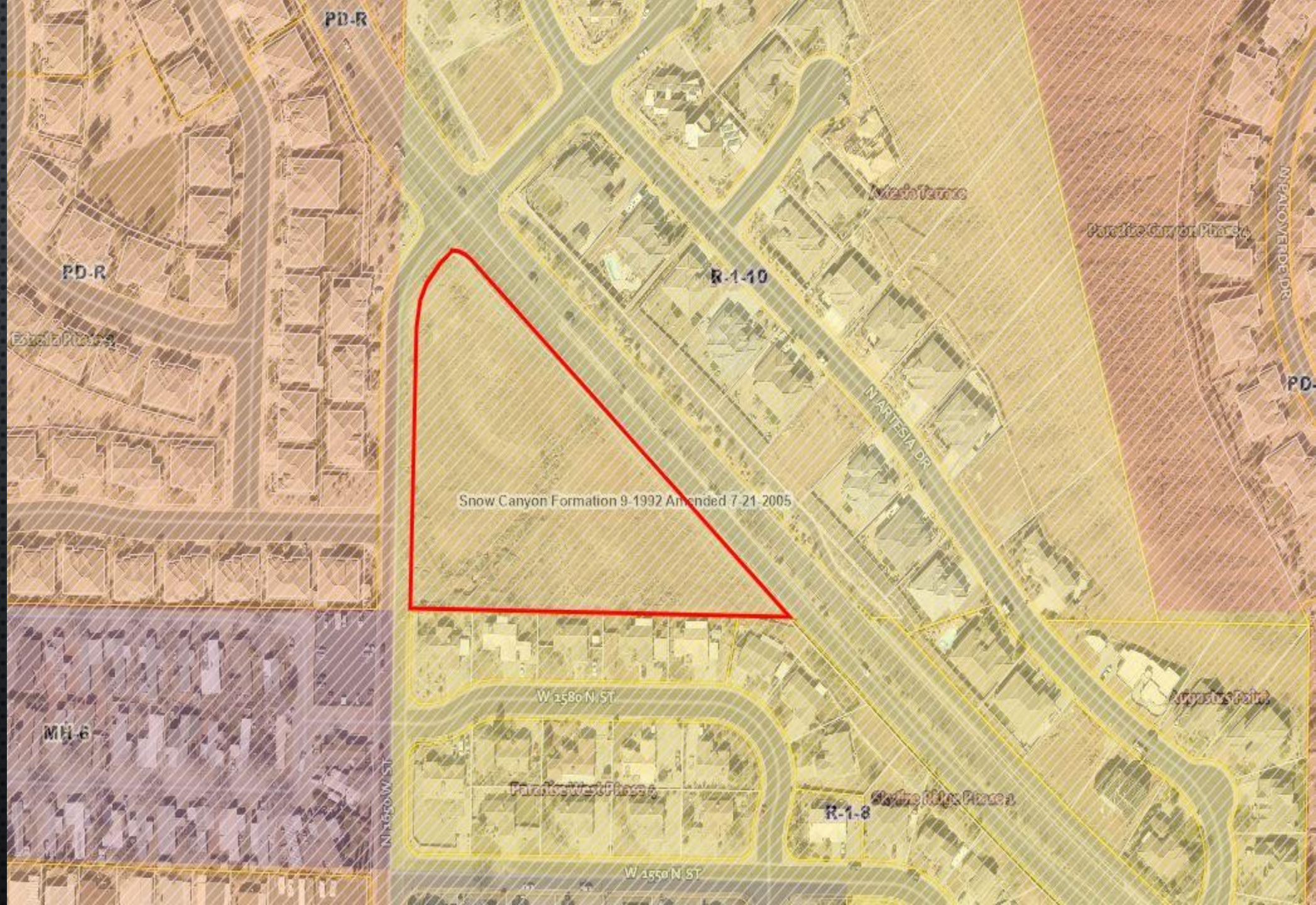


# LOCATION





# ZONING



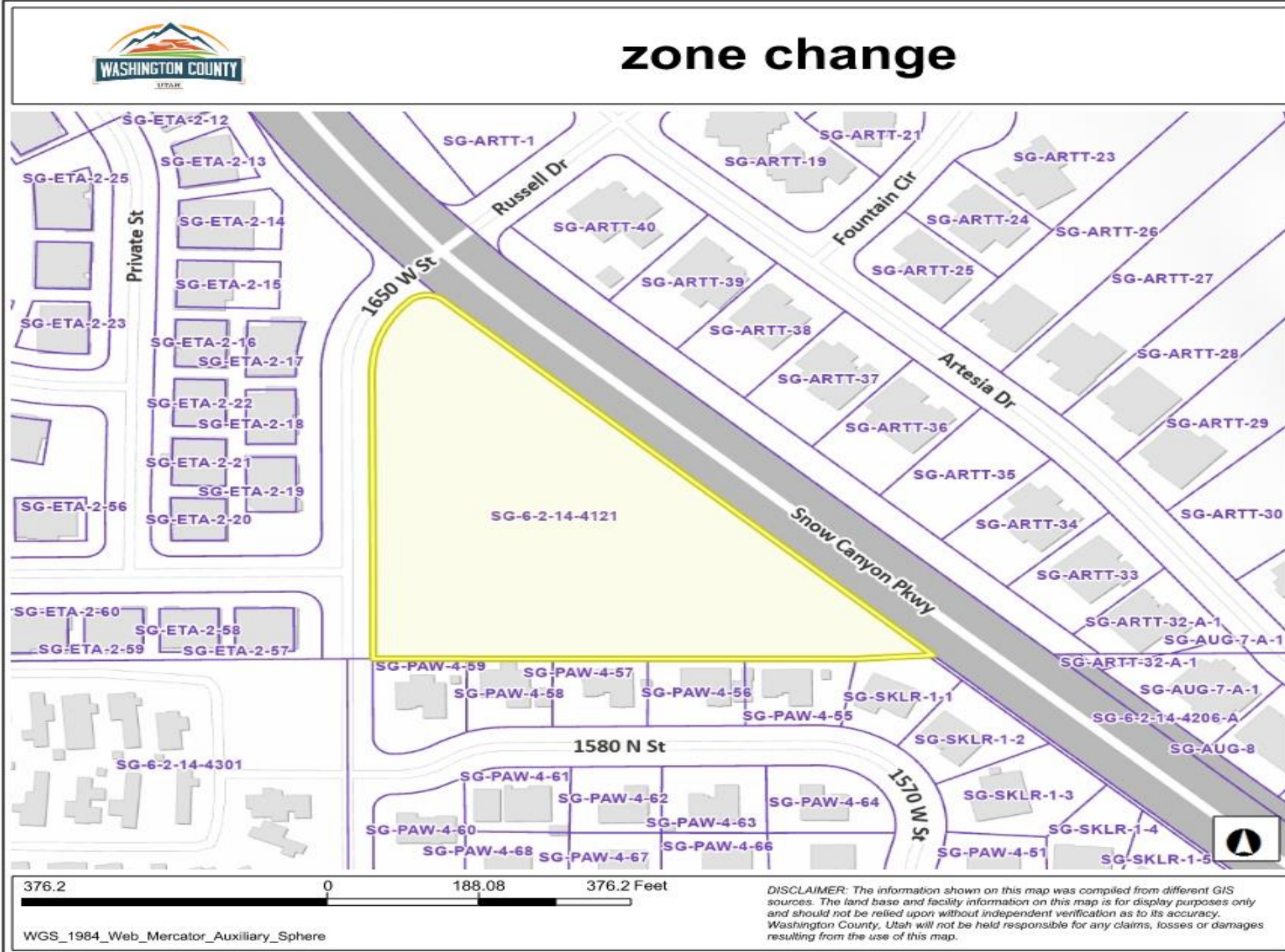


# GENERAL PLAN LAND USE DESIGNATION





# PROPOSED SITE



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

**AN ORDINANCE CHANGING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM LDR (LOW DENSITY RESIDENTIAL) TO COM (COMMERCIAL) ON APPROXIMATELY 3.18 ACRES, LOCATED AT APPROXIMATELY 1650 W SNOW CANYON PKWY FOR A PROJECT TO BE KNOWN AS SNOW CANYON PKWY.**

(Snow Canyon Pkwy)

**WHEREAS**, the property owner has requested to change the General Plan future land-use map from LDR (Low Density Residential) to COM (Commercial) on approximately 3.18 acres located at approximately 1650 W Snow Canyon Pkwy for a project to be known as Snow Canyon Pkwy; and

**WHEREAS**, the Planning Commission held a public hearing on the request on January 9, 2024 where the Planning Commission recommended approval with no conditions; and

**WHEREAS**, the City Council held a public meeting on this request on February 1, 2024; and

**WHEREAS**, the City Council has determined that the requested change to the City General Plan 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 General Plan Map shall be amended upon the effective date of this Ordinance to reflect the change to the General Plan future land-use map from LDR (Low Density Residential) to COM (Commercial). The General Plan land use change and location are more specifically described on Exhibit “A” attached hereto and incorporated herein.

**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 on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 1st day of February 2024.

CITY OF ST. GEORGE:

ATTEST:

\_\_\_\_\_  
Michele Randall, Mayor

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

APPROVED AS TO FORM:  
City Attorney's Office

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes	_____
Councilmember Larkin	_____
Councilmember Larsen	_____
Councilmember Tanner	_____
Councilmember Kemp	_____



## Exhibit "A" – Parcel Exhibit





**Agenda Date:** 02/01/2024

**Agenda Item Number:** 07

**Subject:**

Consider approval of Ordinance No. 2024-007 amending the city general plan future land-use map from LDR (low density residential) to COM (commercial) on approximately 1.22 acres located on the northwest corner of Sugar Leo Drive and Pioneer Road for a project to be known as the Manning Property for Dixie Power. Case No. 2024-GPA-002

**Item at-a-glance:**

Staff Contact: Brenda Hatch

Applicant Name: Dixie Power/Russ Condie

Reference Number: 2024-GPA-002

Address/Location:

northwest corner of Sugar Leo Drive and Pioneer Road

**Item History (background/project status/public process):**

This General Plan amendment is for land located on the northwest corner of Sugar Leo Road and Pioneer Road. The property is lot 58 of the Bloomington Ranches Subdivision Phase 1 which was recorded in 1968 prior to Bloomingtons annexation in 1982. The Planning Commission held a public hearing on January 9, 2024 and recommended approval of the application with a 7-0 vote.

**Staff Narrative (need/purpose):**

The applicant desires to amend the General Plan on the property from LDR (Low Density Residential) to COM (Commercial). The property has good connection with the commercial properties to the north. Dixie Power would provide access to the site as they anticipate using the property for overflow parking and eventual expansion of their offices. Any development of this property would require a zone change that would be presented to Planning Commission and City Council. It appears that the property would have a minimal effect on the neighboring single family homes as it bordered by commercial properties to the north, Pioneer Road to the east and Sugar Leo Road to the south.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Planning Commission held a public hearing on January 9, 2024 and recommends approval of the application with a 7-0 vote with no conditions.



PLANNING COMMISSION AGENDA REPORT: 01/09/2024

CITY COUNCIL AGENDA REPORT: 02/01/2024

Manning Property for Dixie Power General Plan Amendment (Case No. 2024-GPA-002)	
<b>Request:</b>	Consider approval of an ordinance changing the general plan future land-use map from Low Density Residential (LDR) to Commercial (COM) on 1.22 acres on the northwest corner of Sugar Leo Road and Pioneer Road for a project to be known as Manning Property for Dixie Power.
<b>Applicant:</b>	Dixie Power
<b>Representative:</b>	Russ Condie
<b>Location:</b>	Northwest corner of Sugar Leo Road and Pioneer Road
<b>Existing General Plan:</b>	Low Density Residential (LDR)
<b>Proposed General Plan:</b>	Commercial (COM)
<b>Existing Zoning:</b>	RE-37.5 (Residential Estate minimum lot size 37,500 sq. ft.)
<b>Land Area:</b>	Approximately 1.22 acres



**BACKGROUND:**

The General Plan is a guide for land-use decisions and contains various policies to help direct decisions related to land use and development of the City. This General Plan amendment is for land located on the northwest corner of Sugar Leo Road and Pioneer Road. The property is lot 58 of the Bloomington Ranches Subdivision Phase 1 which was recorded in 1968 prior to Bloomington's annexation in 1982.

To the north of this property lies a PD-C (Planned Development Commercial) that is home to the current office building of Dixie Power, a convenience store, and a fast-food restaurant. To the west and south are single family homes.

**ANALYSIS**

In analyzing if a change is warranted, staff has looked at several factors. First, what other uses are either adjacent to the property or planned for the future. The property is surrounded by the following general plan categories:

North – COM (Commercial)  
South – LDR (Low Density Residential)  
East – I-15 & OS (Open Space)  
West – LDR (Low Density Residential)

This property has good connection with the commercial properties to the north. Dixie Power would provide access to the site as they anticipate using the property for overflow parking and eventual expansion of their offices. Any development of this property would require a zone change that would be presented to Planning Commission and City Council.

It appears that the property would have a minimal effect on the neighboring single family homes as it bordered by commercial properties to the north, Pioneer Road to the east and Sugar Leo Road to the south.

**RECOMMENDATION:**

With a 7-0 vote, the Planning Commission recommends approval of this general plan amendment from LDR (Low Density Residential) to COM (Commercial).

**ALTERNATIVES:**

1. Approve this General Plan amendment.
2. Deny of this General Plan amendment
3. Continue the proposed General Plan amendment to a later date.

**POSSIBLE MOTION:**

"I move we approve the general plan amendment from LDR (LOW Density Residential to COM (Commercial) on 1.22 acres located on the northwest corner of Sugar Leo Road and Pioneer Road for a project to be known as the Manning Property for Dixie Power."

**FINDINGS FOR APPROVAL:**

1. The proposed land-uses are compatible with the surrounding land uses in this

area.

2. This land use amendment will not be harmful to the health, safety and general welfare of residences and businesses in the area.
3. Vacant sites that are less desirable for residences (such as busy intersections) might be suitable for individual commercial or business establishments.



## **Exhibit A**

### **Applicant's Narrative**

Dear St George City Council,

Dixie Power proposes to amend the General Plan and change the zoning on parcel SG-BR-1-58 from LDR to COM. This property fronts Pioneer Road and physically connects to the Bloomington Ranches commercial developments. Dixie Power has operated a commercial office for members of the community since the 1980's. This location has been an ideal access location for the members to conduct business with the company. As the cooperative continues to grow, needed expansion will take place to support the needs of the members and the company. The proposed parcel will give the company an opportunity to add needed office and member services in the future, and with the opportunity to purchase this property, Dixie Power management and the Board of Directors felt this would be an important security for the future.

Dixie Power plans to add a new office in the future. We expect it will be beyond 5 years before this application will take place. Dixie Power would like to propose in the near future to add some overflow parking on this parcel in addition to cleaning the property of debris and weeds to make it aesthetically pleasing.

Thank you for your consideration of this amendment and zoning change.

Russell Condie  
Dixie Power

**Exhibit B**  
**PowerPoint Presentation**

# Manning Property for Dixie Power

2024-GPA-002

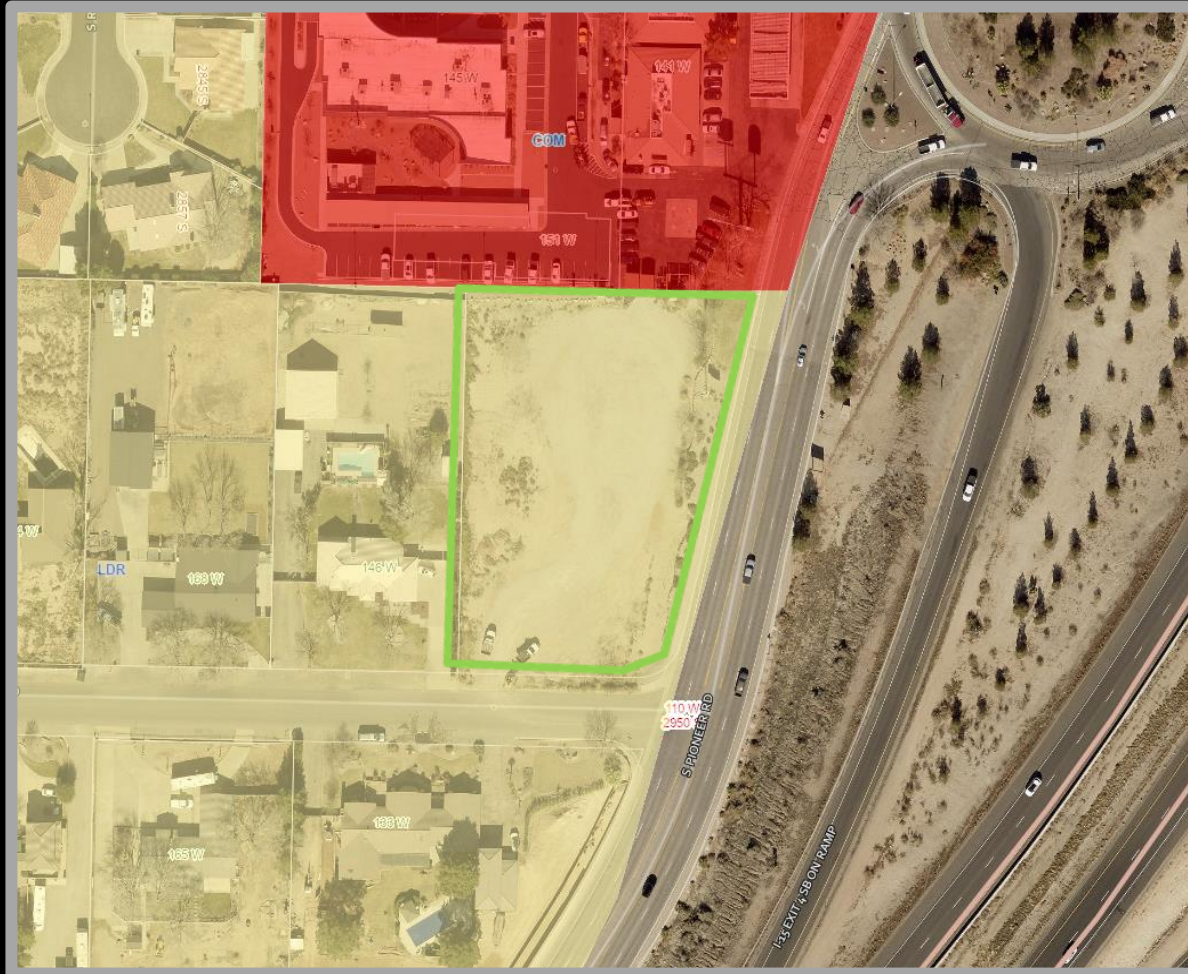


Aerial Map









General Plan Map



Applicant's Exhibit





Applicant's Exhibit

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

**AN ORDINANCE AMENDING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM LDR (LOW DENSITY RESIDENTIAL) TO COM (COMMERCIAL) ON APPROXIMATELY 1.22 ACRES, LOCATED ON THE NORTHWEST CORNER OF SUGAR LEO ROAD AND PIONEER ROAD FOR A PROJECT TO BE KNOWN AS MANNING PROPERTY FOR DIXIE POWER.**

(Manning Property for Dixie Power)

**WHEREAS**, the applicant has requested an amendment to the General Plan Future Land Use Map from LDR (Low Density Residential) to COM (Commercial) on approximately 1.22 acres located on the northwest corner of Sugar Leo Road and Pioneer Road; and

**WHEREAS**, the City Council held a public meeting on the requested change to the General Plan Future Land Use Map on February 1, 2024; and

**WHEREAS**, the Planning Commission held a public hearing on this request on January 9, 2024, and recommended approval with a 7-0 vote; and

**WHEREAS**, the City Council has determined that an amendment to the General Plan Future Land Use Map is consistent with the goals and objectives in Chapter 4, and the policies in Chapter 6 of the General Plan 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 General Plan Future Land Use Map is hereby amended by changing the land use designation from LDR (Low Density Residential) to COM (Commercial) on approximately 1.22 acres located on the northwest corner of Sugar Leo Road and Pioneer Road and more specifically described on Exhibit "A" attached hereto and incorporated herein.

**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 on the date executed below, and upon publication or posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 1<sup>st</sup> day of February 2024.

ST. GEORGE CITY:

ATTEST:

\_\_\_\_\_  
Michele Randall, Mayor

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

APPROVED AS TO FORM:

VOTING OF CITY COUNCIL:

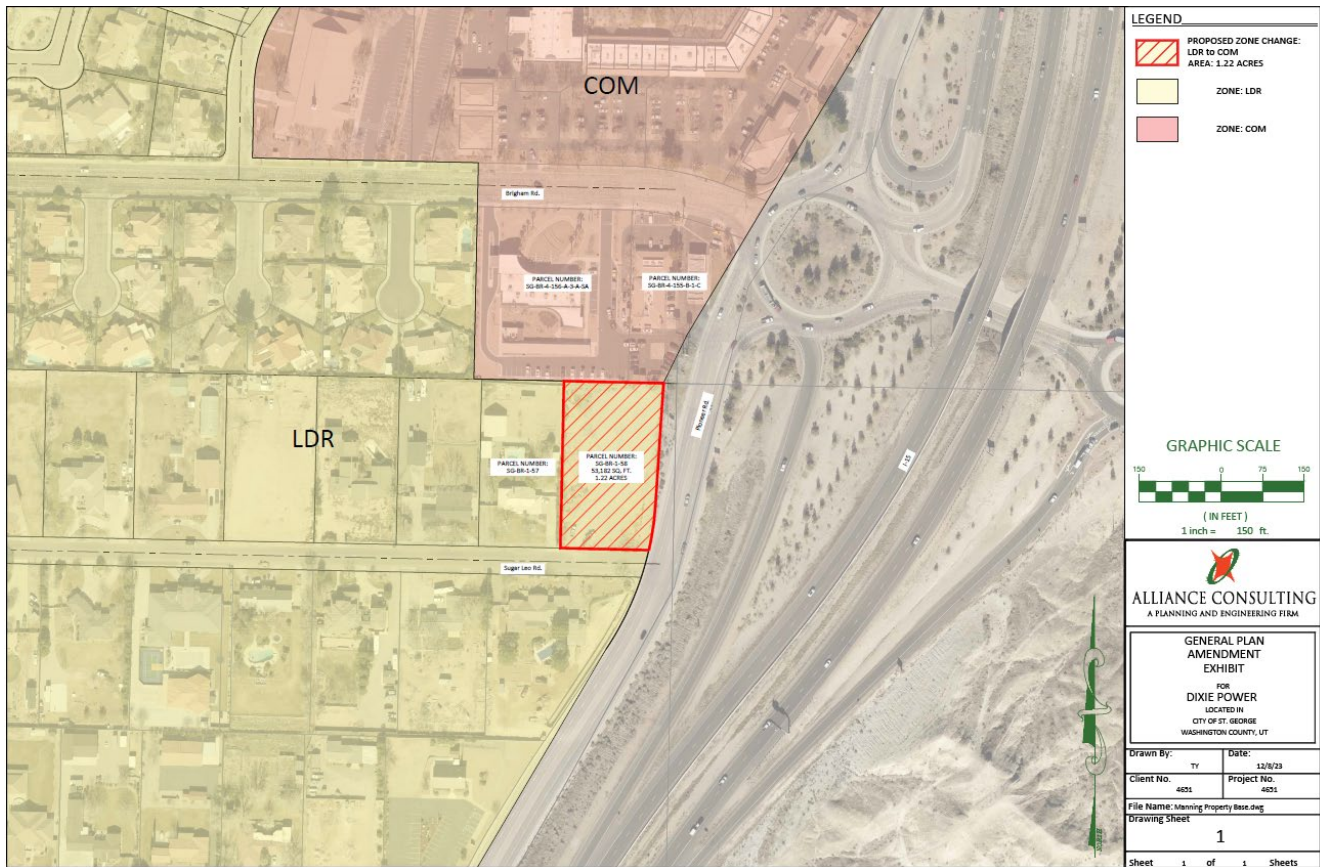
City Attorney's Office

Councilmember Hughes \_\_\_\_\_  
Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_  
Councilmember Kemp \_\_\_\_\_

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

# Exhibit "A"

## Location of General Plan Amendment for Manning Property for Dixie Power







**Agenda Date:** 02/01/2024

**Agenda Item Number:** 08

**Subject:**

Consider approval of the preliminary plat for Red Industrial, a 4-lot subdivision located in Fort Pierce at 1630 East Commerce Drive. Case No. 2023-PP-041.

**Item at-a-glance:**

Staff Contact: Mike Hadley

Applicant Name: Kenneth & Patricica Ann Blake Trust

Reference Number: 2023-PP-041

Address/Location:

1630 E Commerce Dr

**Item History (background/project status/public process):**

This item was presented to the Planning Commission at a public meeting on November 14, 2023, where the applicant presented a three-lot subdivision. However, the applicant requested to pull that proposal before it was presented to the City Council in order to make modifications to the preliminary plat. On January 23, 2024, the applicant returned to the Planning Commission, this time a four-lot subdivision was presented; at that public meeting the Planning Commission recommended approval.

**Staff Narrative (need/purpose):**

In Fort Pierce area when a lot is created by SITLA it is done with a patent; therefore, it is unplatted. As lots in Fort Pierce modify or adjust the lot lines on the property they are required to go through the preliminary plat process to plat and create the new lots. The applicant is proposing to divide the property into four lots.

**Name of Legal Dept approver:** Jamie Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

The Planning Commission held a public meeting on January 23, 2024 as part of the preliminary plat process and have recommended approval of the application with a vote of 5-1 and the following condition: 1. As a condition of approval of the preliminary plat the owner will be required to finish the roadway improvements along Commerce Drive, which include asphalt pavement, curb, gutter, and sidewalk. A note will need to be added to the final plat that states this requirement.

PLANNING COMMISSION AGENDA REPORT: **11/14/2023**

CITY COUNCIL AGENDA REPORT: **02/01/2024**

Red Industrial

**Case No. 2023-PP-041**

**Request:** Consider a request for a four (4) lot preliminary plat known as Red Industrial, located approximately at 1630 E and Commerce Dr in Fort Pierce Industrial Park. The property is 20 acres and is zoned M-1 (Manufacturing). The applicant is Kenneth & Patricia Ann Blake Trust, and the representative is Dave Nasal. Case No. 2023-PP-041 (Staff – Mike Hadley)

**Location:** The site is located at approximately 1630 E Commerce Dr in Fort Pierce Industrial Park.

**Property:** 20 acres

**Number of Lots:** 4

**Density:** N/A

**Zoning:** M-1 (Manufacturing).

**Adjacent zones:** This plat is surrounded by the following zones:  
North – M-1 (Manufacturing).  
South – M-1 (Manufacturing).  
East – R-1-10 (Single Family Residential minimum 10,000 sq ft lots).  
West – M-1 (Manufacturing).

**General Plan:** IND (Industrial).

**Applicant:** Kenneth & Patricia Ann Blake Trust.

**Representative:** Dave Nasal

**Comments:** Engineering had comment as a condition of approval.

**Background:** This lot is in Fort Pierce and is currently a salvage yard. The owners have passed away and the property is in the family's trust. The family trust is selling the land and creating a four-lot subdivision which includes 3 larger lots and one small lot that currently has a cellular tower on it.

# Preliminary Plat

**Planning Commission:** The Planning Commission recommended approval of the Red Industrial preliminary plat with the condition listed in the staff report. At their meeting on January 23, 2024, the Planning Commission voted 5-0 in recommending approval.

**RECOMMENDATION PRELIMINARY PLAT:**

Staff recommend approval of the Preliminary Plat for the Red Industrial with the following conditions.

1. As a condition of approval of the preliminary plat the owner will be required to finish the roadway improvements along Commerce Drive, which include asphalt pavement, curb, gutter, and sidewalk. A note will need to be added to the final plat that states this requirement.

# Red Industrial 2023-PP-041



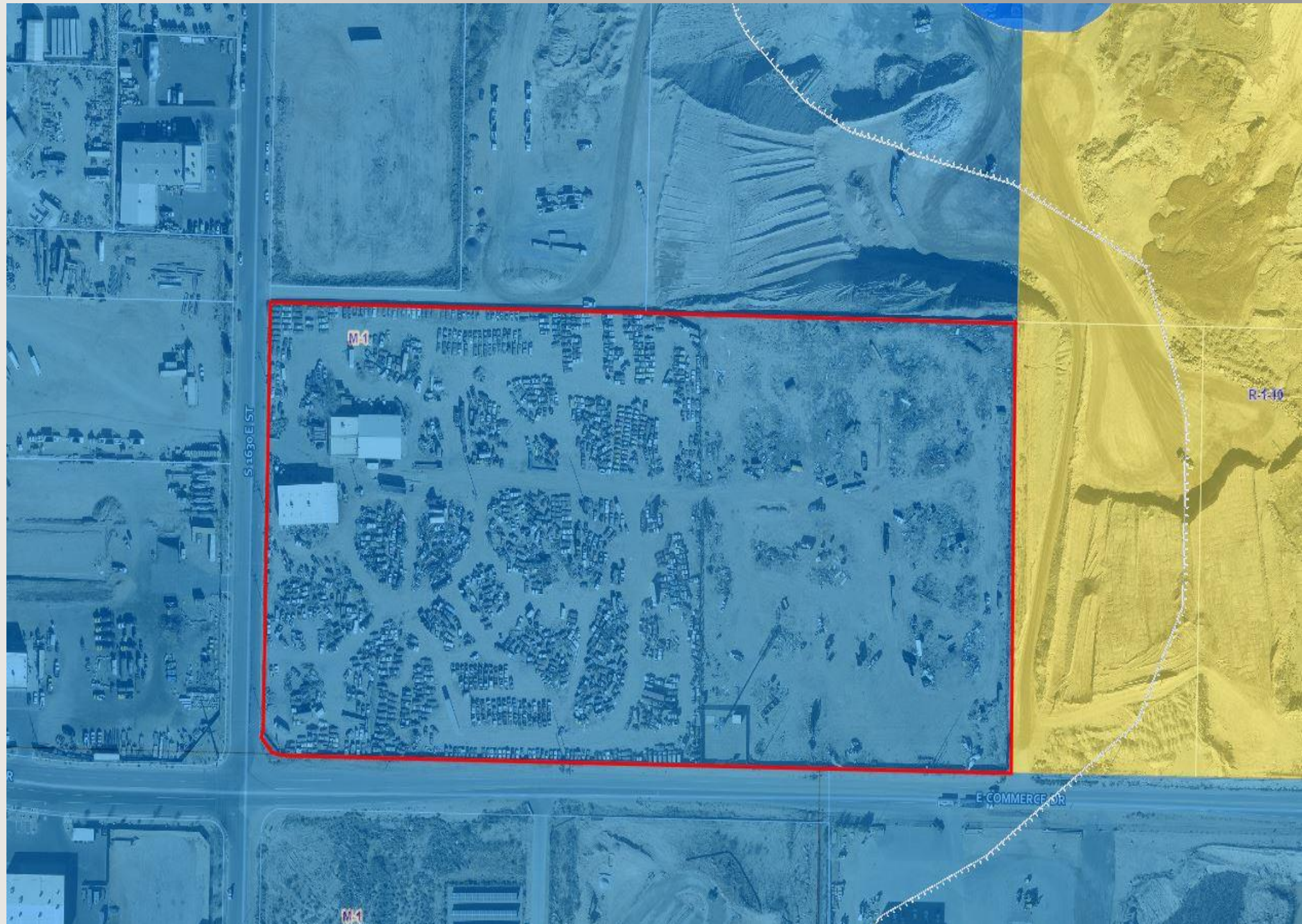


# Vicinity Map





# Zoning Map

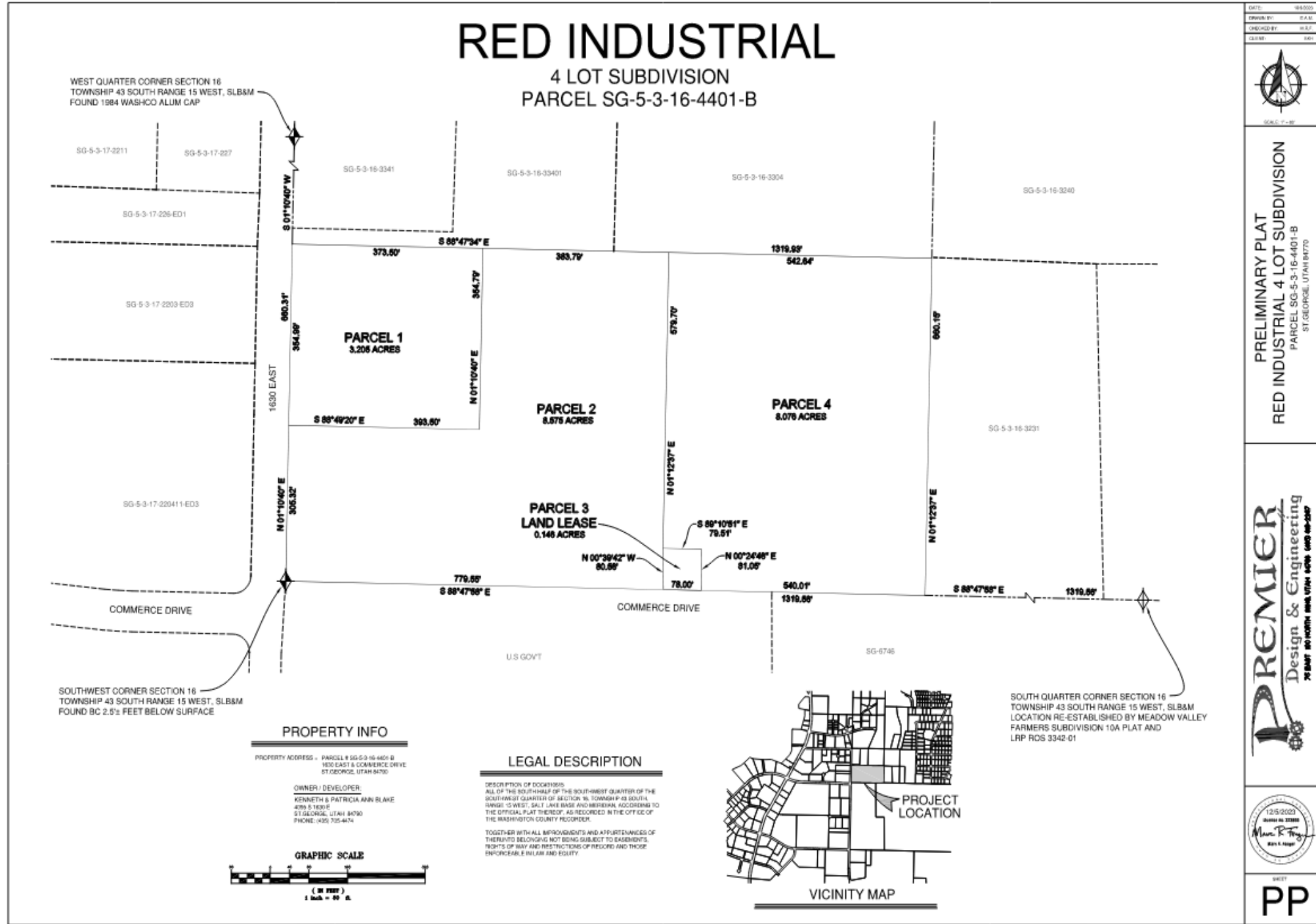




# General Plan Map



# Preliminary Plat





**Agenda Date:** 02/01/2024

**Agenda Item Number:** 09

**Subject:**

Consider approval of the preliminary plat for Tuscan Hills Phase 5, a 32-lot subdivision located west of Dixie Drive and south of Gap Canyon Parkway. Case No. 2023-PP-046

**Item at-a-glance:**

Staff Contact: Mike Hadley

Applicant Name: Haskell Homes/Rhett Beezer

Reference Number: 2023-PP-046

Address/Location:

West of Dixie Drive and south of Gap Canyon Pkwy.

**Item History (background/project status/public process):**

This is the proposed phase 5 of the Tuscan Hills development which also includes the amenity area and amenities for Tuscan Hills development. The Planning Commission held a public meeting on November 28, 2023, and recommended approval to the City Council.

**Staff Narrative (need/purpose):**

The property is 2.93 acres for the proposed phase 5 and 7.47 acres for the amenity area. The proposal will first, provide the amenity area and the amenities for the current residents of Tuscan Hills and second provide 32 new residential units.

**Name of Legal Dept approver:** Jamie Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

The Planning Commission held a public meeting on November 28, 2023, as part of the preliminary plat process and have recommended approval of the application with a vote of 7-0.

PLANNING COMMISSION AGENDA REPORT: **11/28/2023**

CITY COUNCIL AGENDA REPORT: **02/01/2024**

Tuscan Hills Ph.5

**Case No. 2023-PP-046**

**Request:** Consider a request for a thirty-two (32) lot preliminary plat known as Tuscan Hills Ph.5. This proposal includes Phase 5 of Tuscan Hills and the amenity area for the Tuscan Hills east side development. The property is 2.93 acres for the plat and 7.47 acres for the amenity area and is zoned PD-R (Planned Development Residential), located approximately west of Dixie Drive and south of Gap Canyon Pkwy. The applicant is Haskell Homes, and the representative is Rhett Beazer. Case No. 2023-PP-046 (Staff – Mike Hadley).

**Location:** The property is generally located west of Dixie Drive and south of Gap Canyon Pkwy.

**Property:** 2.93 acres-Plat, 7.47 acres-Amenity Area.

**Number of Lots:** 32

**Density:** 10.9

**Zoning:** PD-R (Planned Development Residential).

**Adjacent zones:** This plat is surrounded by the following zones:  
North – PD-C(Planned Development Commercial) & A-20(Agricultural 20 acres minimum).  
South – R-1-10(Single Family Residential).  
East – PD-C(Planned Development Commercial) & R-1-10(Single Family Residential).  
West – R-1-10 (Single Family Residential), M&G (Mining & Grazing).

**General Plan:** VLDR (Very Low Density Residential).

**Applicant:** Haskell Homes.

**Representative:** Rhett Beazer

**Comments:** GIS – Need CAD file of surrounding boundaries.



# Preliminary Plat

**Planning Commission:** The Planning Commission recommended approval with the conditions in the staff report.

**RECOMMENDATION PRELIMINARY PLAT:**

Staff recommends approval of the Preliminary Plat for Tuscan Hills Ph.5 with the following conditions:

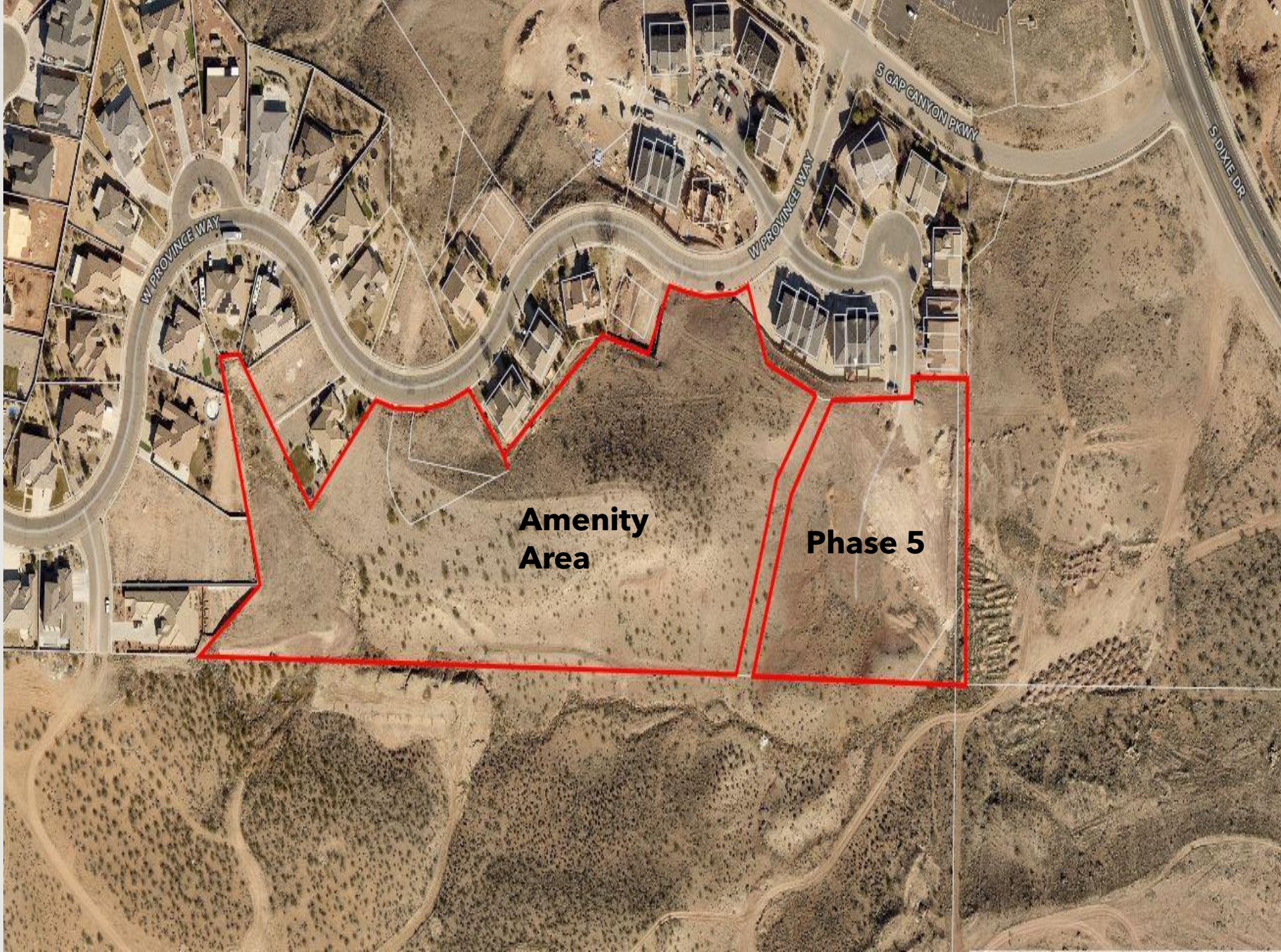
1. The Final plat cannot be recorded until the amenity area and amenities are installed or the applicant has bonded for the improvements.

A photograph of the interior of Antelope Canyon, showing smooth, undulating sandstone walls in warm orange and red tones. Light enters from an opening on the right, creating a bright glow and casting long, soft shadows. The text 'Tuscan Hills Ph.5' and '2023-PP-046' is overlaid in white serif font on the left side. A thin vertical white line is positioned to the right of the text.

Tuscan Hills Ph.5  
2023-PP-046

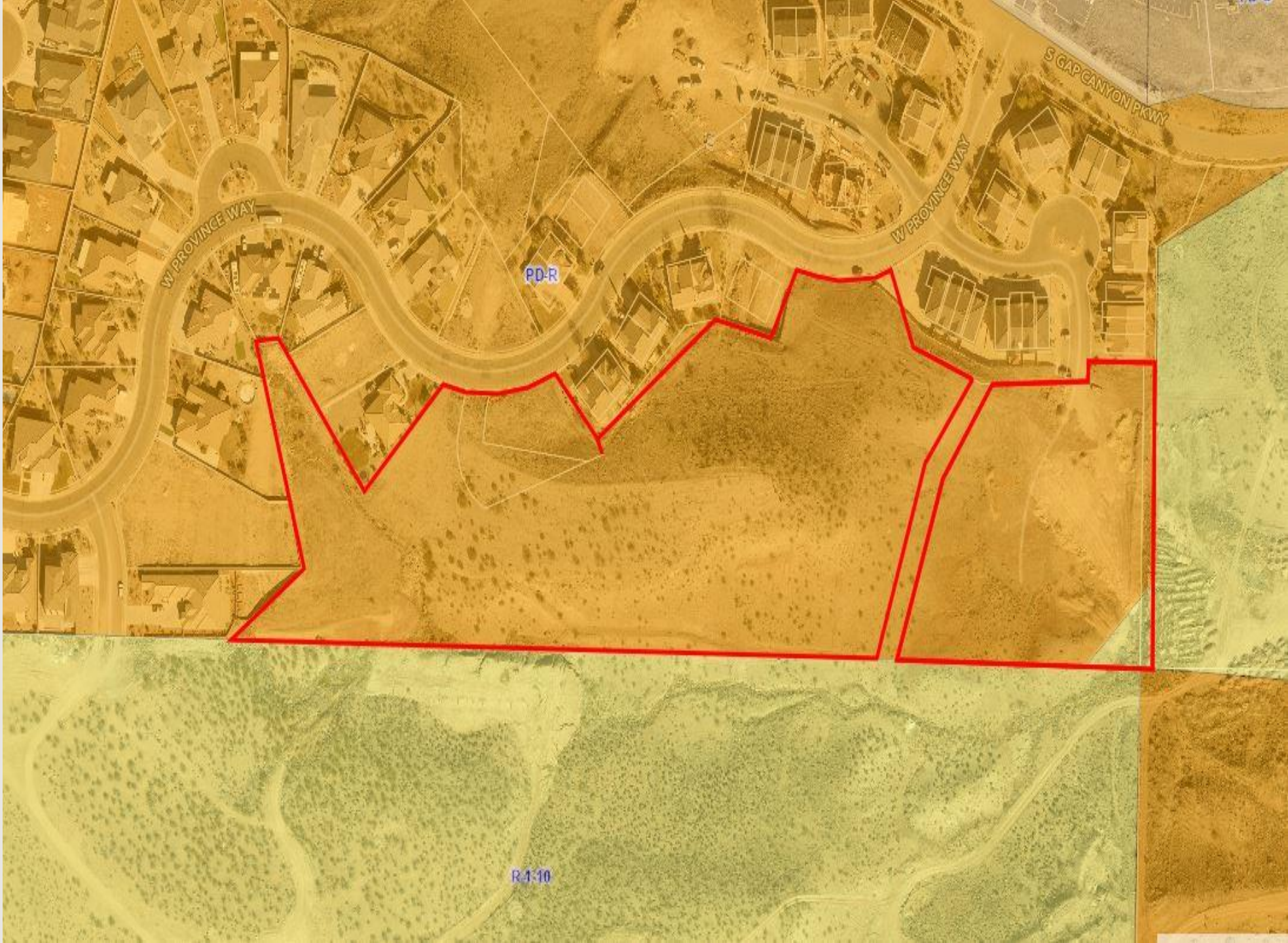


# Vicinity Map



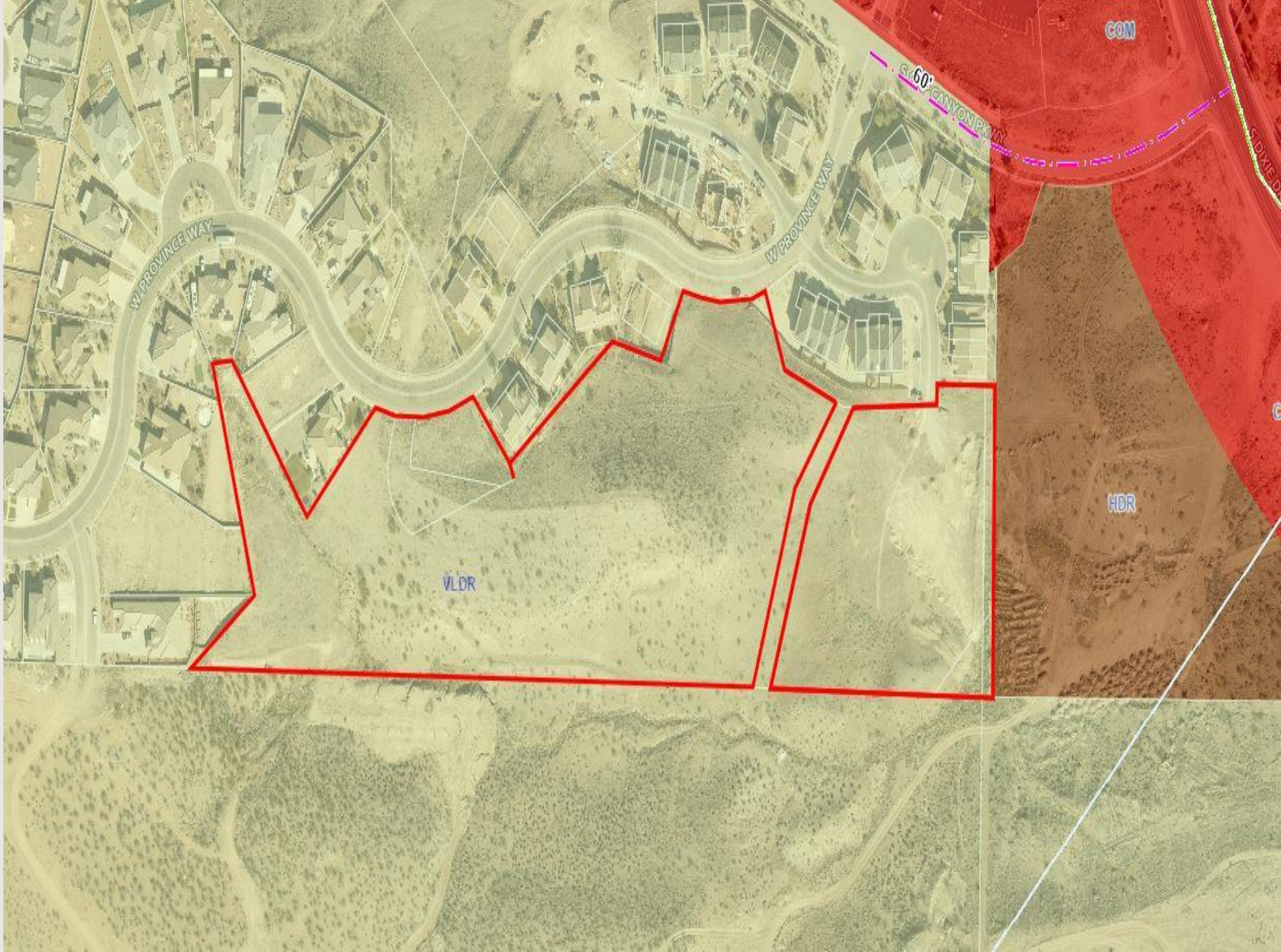


# Zoning Map





# General Plan Map





**VICINITY MAP**

**LEGEND**

- PROPOSED LOT LINE
- PROPERTY CORNER
- PROPERTY LINE
- SETBACK LINE
- EXISTING WATER LINE
- EXISTING SEWER LINE
- EXISTING IRRIGATION LINE
- EXISTING OVERHEAD POWER
- EXISTING POWER POLE
- EXISTING TRANSFORMER
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING 1-FOOT CONTOURS
- PROPOSED 1-FOOT CONTOURS
- GRASS LANDSCAPING
- DESERT LANDSCAPING

**SITE NOTES**

OWNER/DEVELOPER/APPLICANT  
RAY NEW HEIGHTS L.C.  
880 HERITAGE PARK BOULEVARD, SUITE 104  
LAYTON, UTAH 84041  
PH. (801) 784-9100

PLANS PREPARED BY  
ALPHA ENGINEERING COMPANY  
43 SOUTH 100 EAST, SUITE 100  
SAINT GEORGE, UTAH 84770  
PH. (435) 628-6500  
FAX (435) 628-6553

PROJECT LOCATION  
APPROXIMATE INTERSECTION OF PLANTATION DRIVE AND GAP CANYON PARKWAY

APPROXIMATE PARCEL NUMBER: 50-6-3-2-121, 50-6-3-2-12011 & 50-6-3-2-1202

TOTAL AREA: 2.83 ACRES  
TOTAL NUMBER OF LOTS: 32 DU  
OVERALL DENSITY: 10.9 DU/ACRE

**PARKING CALCULATIONS**

CITY GUEST PARKING REQUIREMENTS = 1 PER 3 UNITS  
68 UNITS = 18 STALLS REQUIRED  
17 STALLS PROVIDED WITHIN PHASE 1 AND PHASE 5

**AMENITY NOTES**

TOTAL HOA AREA: 7.47 ACRES  
HOA AMENITY AREA: 1.69 ACRES  
HOA OPEN SPACE AREA: 5.78 ACRES

AMENITIES PROVIDED:  
POOL: 700 TO 800 S.F.  
(3) 12'x12' PAVILIONS: 432 S.F.  
RESTROOMS & POOL ROOM: 380 S.F.  
GRASS AREA: ~6,000 S.F.

PARKING STALLS PROVIDED: 13 STALLS

**GRAPHIC SCALE**

50 0 50 100 200  
(IN FEET)  
1 inch = 50 ft. (22x34 SHEET)  
1 inch = 100 ft. (11x17 SHEET)

**REVISIONS**

NO. DATE BY DESCRIPTION

**ALPHA ENGINEERING**

43 SOUTH 100 EAST, SUITE 100 • ST. GEORGE, UTAH 84770  
T: (435) 628-6500 • F: (435) 628-6553 • A: alpha@alphaeng.com

**PRELIMINARY PLAT - OVERALL**

**TUSCAN HILLS PHASE 5**  
ST. GEORGE, UTAH

7/13/21  
RWB  
NOVEMBER 7, 2023  
AS NOTED

1



**Agenda Date:** 02/01/2024

**Agenda Item Number:** 10

**Subject:**

Consider Ordinance No. 2024-009 amending Title 10-10-1, Airport Vicinity Zones, of the St. George City Code, to add Airport Lounge as a permitted use in the ASBP (Airport Supporting Business Park) zone. Case No. 2024-ZRA-003

**Item at-a-glance:**

Staff Contact: Carol Winner

Applicant Name: City of St. George

Reference Number: 2024-ZRA-003

Address/Location:

N/A

**Item History (background/project status/public process):**

For many years, the only airport in the State of Utah that has allowed airport lounges is the Salt Lake City International Airport. However, in 2023, the state code was updated. The Utah State Alcoholic Beverage Services Commission now can issue three domestic airport lounge licenses within the State of Utah (Title 32B-6-503). On January 23, 2024, the Planning Commission held a public hearing on this item and recommended approval.

**Staff Narrative (need/purpose):**

This request is to amend Title 10-10-1 of the St. George Zoning Regulations to add Airport Lounge as a permitted use in the ASBP (Airport Supporting Business Park) zone.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

With a 5-0 vote, the Planning Commission recommended approval of the amendment to Title 10-10-1, Airport Vicinity Zones, of the City Code, to add Airport Lounge as a permitted use in the ASBP (Airport Supporting Business Park) zone.

PLANNING COMMISSION AGENDA REPORT: 01/23/2024  
CITY COUNCIL AGENDA REPORT: **02/01/2024**

**ZONING REGULATION AMENDMENT**  
**Airport Use Table**  
(2024-ZRA-003)

Amendment to Title 10-10-1  
Allowed Uses in the Airport Vicinity Zones

**REQUEST:**

Consider Ordinance No. \_\_\_\_\_ amending Title 10-10-1, Airport Vicinity Zones, of the St. George City Code, to add Airport Lounge as a permitted use in the ASBP (Airport Supporting Business Park) zone. The applicant is The City of St. George. (Case No. 2024-ZRA-003)

**BACKGROUND:**

For many years, the only airport in the State of Utah that has allowed airport lounges is the Salt Lake City International Airport. However, in 2023, the state code was updated. The Utah State Alcoholic Beverage Services Commission now can issue three domestic airport lounge licenses within the State of Utah (Title 32B-6-503). This request is to amend Title 10-10-1 of the St. George Zoning Regulations to add Airport Lounge as a permitted use in the ASBP (Airport Supporting Business Park) zone.

**Proposed Changes:**

The proposed revisions are shown below. The proposed addition is in green.

Title 10-10-1

Allowed Uses

	ASBP	AVI	C-RM
Airport Lounge	P		

**RECOMMENDATION:**

With a 5-0 vote, the Planning Commission recommended approval of the amendment to Title 10-10-1, Airport Vicinity Zones, of the City Code, to add Airport Lounge as a permitted use in the ASBP (Airport Supporting Business Park) zone.

**ALTERNATIVES:**

1. Approve as presented.
2. Approve with changes.
3. Deny this request.
4. Continue the proposed zoning regulation amendment to a specific date.

**POSSIBLE MOTION:**

I move we approve Ordinance No. \_\_\_\_\_, amending Title 10-10-1, Airport Vicinity Zones, of the St. George City Code, to add Airport Lounge as a permitted use in the ASBP (Airport Supporting Business Park) zone.

**FINDINGS:**

1. It is in the best interest of the city to update city zoning regulations periodically.
2. The proposed revisions will allow the city to welcome appropriate business activity at approved locations.



**EXHIBIT A**  
**PowerPoint Presentation**

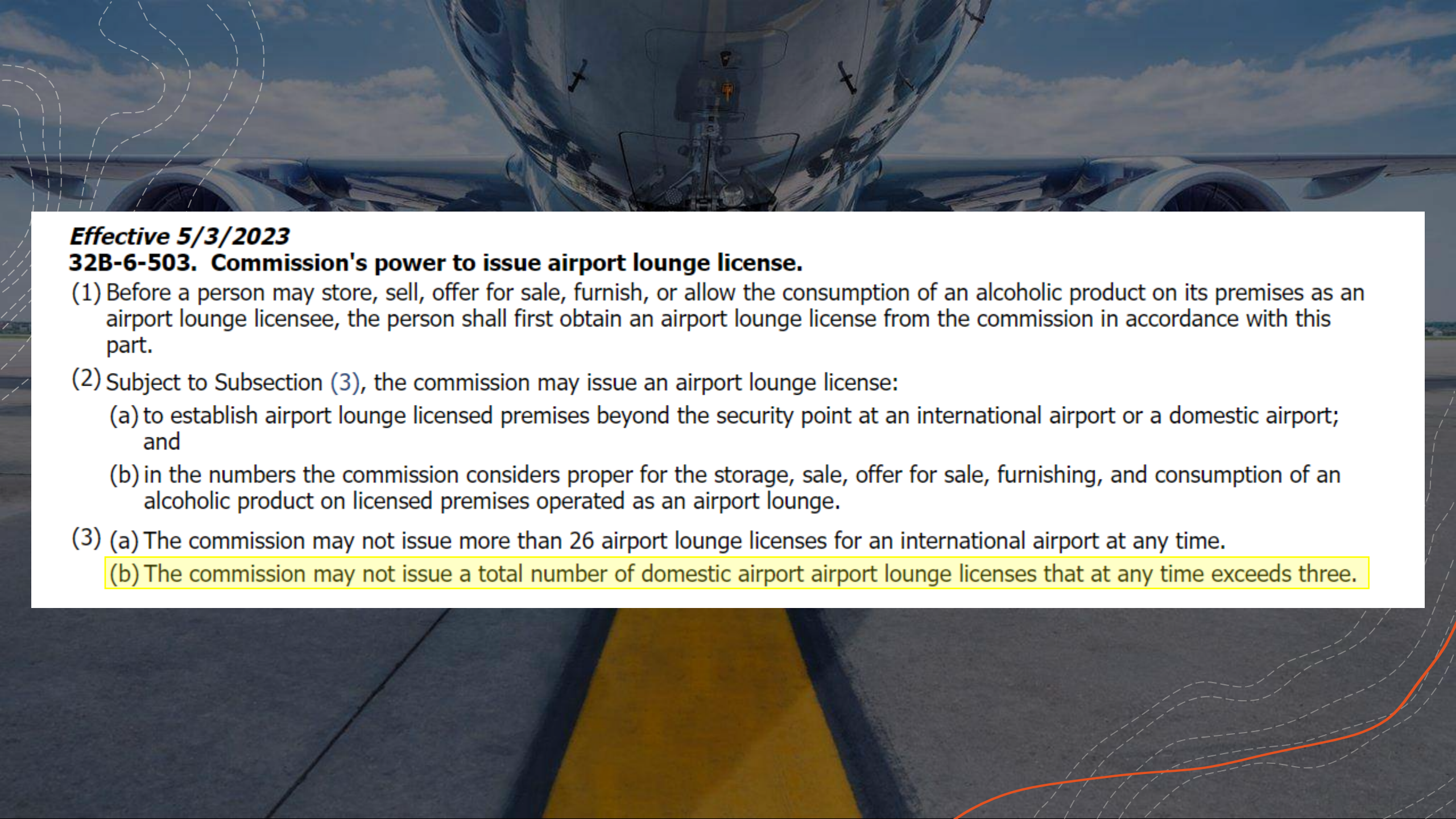


# Airport Use Table

Zoning Regulation Amendment

2024-ZRA-003





***Effective 5/3/2023***

**32B-6-503. Commission's power to issue airport lounge license.**

- (1) Before a person may store, sell, offer for sale, furnish, or allow the consumption of an alcoholic product on its premises as an airport lounge licensee, the person shall first obtain an airport lounge license from the commission in accordance with this part.
- (2) Subject to Subsection (3), the commission may issue an airport lounge license:
  - (a) to establish airport lounge licensed premises beyond the security point at an international airport or a domestic airport; and
  - (b) in the numbers the commission considers proper for the storage, sale, offer for sale, furnishing, and consumption of an alcoholic product on licensed premises operated as an airport lounge.
- (3)
  - (a) The commission may not issue more than 26 airport lounge licenses for an international airport at any time.
  - (b) The commission may not issue a total number of domestic airport airport lounge licenses that at any time exceeds three.

## Allowed Uses

	ASBP	AVI	C-RM
Airfreight and express delivery services	P	P	P
Airport Lounge	P		
Animal hospital, including care of small and large animals, indoor only			P



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

**AN ORDINANCE AMENDING TITLE 10-10-1, AIRPORT VICINITY ZONES, OF THE ST GEORGE CITY CODE, TO ADD AIRPORT LOUNGE AS A PERMITTED USE IN THE ASBP (AIRPORT SUPPORTING BUSINESS PARK) ZONE. CASE No. 2024-ZRA-003**

**WHEREAS**, the City Council has determined that it is in the best interest of the City and the public to amend provisions of city code, Title 10-10-1 Airport Vicinity Zones, to add airport lounge as a permitted use in the ASBP (Airport Supporting Business Park) zone; and

**WHEREAS**, after careful consideration, the city council has determined that amending Title 10-10-1 is in the best interest of the health, safety and welfare of the citizens of St. George to provide standards for temporary parking lot businesses.

**WHEREAS**, the Planning Commission held a public hearing on January 23, 2024, and thereafter forwarded a recommendation for approval of the requested code amendment to the City Council; and

**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 St. George city code is hereby amended by adopting changes and revisions to Title 10 for the protection of the City and the public, as set forth in Exhibit 'A' attached hereto and incorporated herein.

**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 execution below and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 1<sup>st</sup> day of February 2024.

ST. GEORGE CITY:

ATTEST:

\_\_\_\_\_  
Michele Randall, Mayor

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

APPROVED AS TO FORM:  
City Attorney's Office

VOTING OF CITY COUNCIL:

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

Councilmember Hughes \_\_\_\_\_  
Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_  
Councilmember Kemp \_\_\_\_\_

**EXHIBIT A**  
**TITLE 10-10-1**

**AIRPORT VICINITY ZONES:**

Any use not specifically permitted, permitted with standards, or conditionally permitted is prohibited. Only the following uses are allowed:

- A. Uses indicated by the letter “P” below are permitted in the designated zone.
- B. Uses indicated by the letters “PS” are permitted uses with required standards in this zone. Uses must comply with the standards and evaluation criteria established in chapter [17](#) of this title.
- C. Uses indicated by the letter “C” are conditional uses in the designated zone.
- D. No structures or uses are permitted in the runway protection zone (RPZ), defined as two thousand feet (2,000') in length from the beginning and end of the runway, and extending one thousand feet (1,000') wide.
- E. Zone names are:
  - 1. Airport supporting business park (ASBP);
  - 2. Airport vicinity industrial (AVI);
  - 3. Mixed-use commercial (C-RM).

**Allowed Uses**

	ASBP	AVI	C-RM
Airfreight and express delivery services	P	P	P
Airport Lounge	P		
Animal hospital, including care of small and large animals, indoor only			P

	ASBP	AVI	C-RM
Athletic club/health club/spa	P		P
Auction establishment, indoors only (retail goods only)			P
Automobile parts sales (new parts only)			P
Automobile rental	P	P	P
Automobile repair, storage, including paint, body and fender, brake muffler, upholstery or transmission work provided conducted within enclosed building (GVW 14,000 lbs or less)	P	P	P
Bed and breakfast			P
Beer parlor, sale of draft beer			P
Body piercing, ancillary to a permitted use			P
Building materials sales	P	P	P
Bulk plants (Class 1 and 2 flammable liquids and gasses)		<u>C</u>	
Bus terminal	P		P
Car wash			P
Carpenter, electrical, plumbing or heating shops		P	
Child care center			P
City, all facilities	P	P	P
Communication transmission facilities, including wireless,	<u>PS</u>	<u>PS</u>	<u>PS</u>

	ASBP	AVI	C-RM
primary			
Communication transmission facilities, including wireless, primary, height over 50'	<u>C</u>	<u>C</u>	<u>C</u>
Construction equipment sales and rentals	<u>PS</u>	P	
Convenience markets, with gas pumps/gas station	P	P	P
Courier and delivery services	P	P	P
Educational institutions			P
Emergency service (and crew rest) facility	P	P	P
Financial, medical, and professional office or services	P		P
Food processing wholesale excluding slaughter of animals and the processing of vinegar, yeast and fat		P	
Food service establishments including catering and restaurants	P	P	P
Freight-forwarding service and distribution center	P	P	P
Furniture sales and repair, indoor only			P
Furniture upholstery shop	P	P	P
Garden supplies and plant material sales		P	P
Greenhouse and nursery			P
Grocery store	P		P



	ASBP	AVI	C-RM
Gunsmith		P	P
Hanger	P		
Hospital			P
Hotel/motel	P		P
Household appliance sales and service	P	P	P
Ice manufacturing and storage	P	P	
Indoor entertainment activities such as paintball, miniature golf, arcade			P
Laboratory, dental or medical	P	P	P
Laundry and linen service	P	P	P
Laundry or dry cleaners, laundromat	P		P
Liquor store			P
Living quarters for manager or security personnel for business which requires 24-hour assistance or security – Up to 600 sf with occupancy limited to 4 people	<a href="#"><u>PS</u></a>	<a href="#"><u>PS</u></a>	<a href="#"><u>PS</u></a>
Locksmith			P
Manufacturing general and light, conducted indoors	P	P	
Manufacturing, heavy		P	

	ASBP	AVI	C-RM
Mental health treatment center, with overnight stay			P
Microbrewery with restaurant	P		P
Mortuary			P
Motorcycle, boat, or RV sales and service			P
Moving and storage company		P	
Nursing home			P
Office supply, office machines sales and service	P	P	P
Offices	P	P	P
Pawnshop			P
Permanent cosmetics, a secondary use to an establishment employing cosmetologist/barber(s), aesthetician(s), electrologist(s), or nail technician(s) licensed by the state under <a href="#">58-11a-101</a> et seq., Utah Code Annotated, 1953, as amended, excluding tattoo establishments and home occupations	P		P
Personal care	P		P
Pest control and extermination		P	P
Pharmacy	P	P	P
Post office			P
Printing, lithographing, publishing or reproduction sales and	P	P	P

	ASBP	AVI	C-RM
service			
Public utilities facilities, primary	<a href="#">PS</a>	<a href="#">PS</a>	<a href="#">PS</a>
Reception center or wedding chapel			P
Recreation center			P
Religious facility	P	P	P
Rental agency for home and garden equipment			P
Research and development	P	P	P
Residential – Mixed-use up to 22 du/ac			P
Retail goods establishments (predominately indoor sales)	P		P
Sand and gravel – Extraction and crushing	<a href="#">PS</a>	<a href="#">PS</a>	
Tattoo establishment		P	P
Tavern			P
Testing laboratory		P	
Tire sales and service		P	P
Tool design (precision) repair and manufacture	P	P	
Tour operators	P	P	P
Truck repair (GVW over 14,000 lbs)		P	

	ASBP	AVI	C-RM
Warehouse storage		P	
Wholesale business	P	P	