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 13, 2025 commencing at 4:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. **Public hearing and consideration of Resolution No. 2025-005R to review and approve amendments to the Fiscal Year 2024-25 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.

2. **Consent Calendar:**

   a. **Consider approval of a Real Property Purchase Agreement for the property at 356 North Main Street.**

      BACKGROUND and RECOMMENDATION: Purchase of this property is based on its local historical significance for St. George and Southern Utah. The cost is $564,000. Funds have been donated to the City for the purchase of the property and necessary renovations to preserve its historical character and development as a historical site.

   b. **Consider approval of lease agreement for the property at 356 North Main Street.**

      BACKGROUND and RECOMMENDATION: Purchase of this property is pending Council approval. The lease agreement is for the sellers to occupy the property on an occasional basis. The property will principally be used to store seller's personal items which may have historical value to the City, and which seller may elect to donate to the City for historical purposes.

   c. **Consider approval to award bid to Inliner Solutions for the 2025 Sewer Relining Project.**

      BACKGROUND and RECOMMENDATION: Every year the Wastewater Collections crew identifies sewer mains that are failing and need to be relined. Staff recommends awarding the bid to Inliner Solutions in the amount of $503,075.

d. **Consider approval of the minutes from the meetings held on January 30, 2025 and February 6, 2025.**

3. **Adjourn and reconvene in a joint Work Meeting of the City Council and Planning Commission.**

**** THE COUNCIL WILL MOVE TO THE ADMINISTRATIVE CONFERENCE ROOM FOR THE JOINT CITY COUNCIL/PLANNING COMMISSION WORK MEETING****

NOTICE OF JOINT WORK MEETING OF THE CITY COUNCIL AND THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH

Public Notice

Public notice is hereby given that the City Council and the Planning Commission of the City of St. George, Washington County, Utah, will hold a joint work meeting in the Administrative Conference Room at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, February 13, 2025 commencing at approximately 4:00 p.m.

The agenda for the meeting is as follows:

1. **Discussion regarding the City's General Plan.**

2. **Adjourn and reconvene in a Work Meeting of the City Council.**

**** THE COUNCIL WILL REMAIN IN THE ADMINISTRATIVE CONFERENCE ROOM FOR THE CITY COUNCIL WORK MEETING****

NOTICE OF WORK 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 work meeting in the Administrative Conference Room at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, February 13, 2025, commencing at approximately 5:00 p.m.

The agenda for the meeting is as follows:

1. **Discussion regarding revisions to the City's non-commercial hangar leasing policy.**

2. **Discussion regarding the airport tower exterior design.**

3. **Update regarding Thunder Junction Phase 2.**

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

5. **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.**

Christina Fernandez, City Recorder

February 7, 2025
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.

ADDENDUM TO THE CITY COUNCIL AGENDA
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 13, 2025 commencing at 4:00 p.m.

The addendum to the agenda is as follows:

2. Consent Calendar.

e. Consider approval to have a bar service during the St. George Art Museum Gala taking place at the Art Museum on March 5, 2025.

BACKGROUND and RECOMMENDATION: The St. George Art Museum is planning its first annual Gala to celebrate achievements, foster art appreciation, and generate funding. The event aims to bring together art enthusiasts and community leaders. This event will be entirely fenced off and secured; access will only be granted with a gala ticket purchase. The Hive 435 Taphouse will be providing beer/wine only for this event as a cash bar service. This bar service was previously approved for October 11, 2024; however, the date has since been changed to March 5, 2025. Staff recommends approval of the bar service at the St. George Art Museum Gala with the condition it be approved by the DABS.

Christina Fernandez, City Recorder

February 12, 2025
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: 02/13/2025 **Agenda Item Number:** 01

Subject:

Public hearing and consideration of Resolution No. 2025-005R to review and approve amendments to the Fiscal Year 2024-25 Budget.

Item at-a-glance:

Staff Contact: Robert Myers

Applicant Name: City of St. George

Reference Number: N/A

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):

The requested amendment is for the purchase of historic property located 356 North Main Street to maintain the property for historic preservation in the amount of $564,000. Funding for the property purchase is available from a donation received from the Church of Jesus Christ of Latter Day Saints for this purchase. Staff recommends taking public comment and approval of the resolution.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: $564,000

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:

Funding for the property purchase is available from a donation received from the Church of Jesus Christ of Latter Day Saints.

Description of funding source:

Funding for the property purchase is available from a donation received from the Church of Jesus Christ of Latter Day Saints.

Recommendation (Include any conditions):

Staff recommends taking public comment and approval of the resolution.

RESOLUTION NO. _____

AMENDING THE 2024-2025 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 13th day of February, 2025, upon motion duly made and seconded, it is

RESOLVED that the 2024-2025 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 13TH DAY OF FEBRUARY, 2025.

ST. GEORGE CITY:

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Ryan N Dooley, City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

CITY OF ST. GEORGE
Budget Opening - Fiscal Year 2024-25
February 13, 2025

EXHIBIT A

St.George
THE BRIGHTER SIDE

GENERAL FUND ADJUSTMENTS

			Debit	Credit
1	41-38800	ED Capital Project Fund - Approp. Fund Balance (Donation received in FY 2024)		564,000
	41-4100-7200	ED Capital Project Fund - Building Purchases	564,000	

Staff requests to amend the budget for the purchase of historic property located at 356 North Main Street for historic preservation. Funding for this request is available from a donation received from the Church of Jesus Christ of Latter Day Saints for this purchase.

Agenda Date: 02/13/2025 **Agenda Item Number:** 2a

Subject:

Consider approval of a Real Property Purchase Agreement for the property at 356 North Main Street.

Item at-a-glance:

Staff Contact: Shawn Guzman

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

N/A

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

Purchase of this property is based on its local historical significance for St. George and Southern Utah. The cost is $564,000. Funds have been donated to the City for the purchase of the property and necessary renovations to preserve its historical character and development as a historical site.

Staff Narrative (need/purpose):

Purchase of this property is based on it's local historical significance for St. George and Southern Utah. The cost is $564,000. Funds have been donated to the City for the purchase of the property and necessary renovations to preserve its historical character and development as a historical site.

Name of Legal Dept approver: Alicia Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval.

AGREEMENT TO PURCHASE REAL PROPERTY

The City of St. George, a Utah municipal corporation, (the "City"), and the Carla H. Brooks Revocable Trust, Under Agreement Dated January 7, 2014, ("Seller"), hereby enter this Agreement to Purchase Real Property ("Agreement") effective this _____ day of _____, 2025. (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 with a situs address of 356 North Main Street, St. George, Utah, and identified as Washington County Tax Parcel SG-1653-A-1-C-1.

B. The City desires to acquire the Parcel as more fully described in its entirety in **Exhibit A** which is attached hereto (the "Property").

C. Seller has expressed her desire to sell and has represented to the City that she 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 B**) the Property as 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 five hundred sixty four thousand dollars ($564,000.00) for the Property which sum is considered by the Parties to be the fair market value of the Property ("Purchase Price").

2.2 Price Adjustment. Any issue or material defect discovered during inspection will be addressed before closing. Depending on the severity of any problem found, the purchase price may or may not be adjusted based on the cost of fixing the problem. Any changes to price must be agreed upon between Buyer and Seller.

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, 157 E. Riverside Drive, Suite 1B, St. George, UT 84770 ("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 one-thousand dollars ($1,000.00) 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. This deposit is fully refundable within 90 days of deposit if City determines in writing to Seller that it does not wish to proceed with the purchase.

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 Homeowner's Policy (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 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 holder 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 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 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.

3.3.7 Settlement Date. Settlement shall take place on or before January 31, 2025.

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. Juanita Brooks Historical Preservation Society, Inc. ("JBHPS"). Buyer agrees to enter into a rental lease agreement with the JBHPS for the purposes of organizing, archiving, and collecting items for the JBHPS, for up to five years from the date of conveyance, subject to all terms in the lease agreement. JBHPS will not transfer the lease agreement to any other person(s) or party. JBHPS will be responsible for monthly costs to include utilities, water, sewer, solid waste disposal, phone, cable, and internet. JBHPS shall obtain personal property insurance. JBHPS shall pay any required property taxes.

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

5.1 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.

5.2 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.

5.3 Foreign Status. Seller is not a "foreign person" as defined under Section 1445(f) of the Internal Revenue Code.

5.4 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.

5.5 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.

5.6 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)).

5.7 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.

5.8 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.

5.8 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.

6. 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:

6.1 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.

6.2 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.

7. 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.

8. 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.

9. 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.

10. 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.

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: City Manager 175 E. 200 N. St. George, UT 84770
with a copy to:	St. George City Attorney 175 E. 200 N. St. George, UT 84770 legal@sgcity.org
If delivered to Seller:	Sharla Sue Moody, Successor Trustee of the Carla H. Brooks Revocable Trust, Under Agreement Dated January 7, 2014, (“Seller”) 2570 W. 12340 S. Riverton, UT 84065

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 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.

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

//SIGNATURE PAGE FOLLOWS//

CITY OF ST. GEORGE

_____ By: _____
Date Michele Randall, Mayor

Attested: By: _____
Christina Fernandez, City Recorder

Approved: By: _____
Alicia Carlton, Assistant City Attorney

City Council Approval by Motion on the _____th day of _____, 2025 with a favorable vote of 5 vote(s) in favor and 0 vote(s) opposed.

Sharla Sue Moody, Successor Trustee of the Carla H. Brooks Revocable Trust, Under Agreement Dated January 7, 2014

_____ By: _____
Date Sharla Sue Moody, Successor Trustee

EXHIBIT B

WHEN RECORDED MAIL DEED TO:
City of St. George
Attn: City Attorney
175 E 200 N
St. George, Utah 84770
Tax ID.: SG-1653-A-1-C-1

WARRANTY DEED

The Carla H. Brooks Revocable Trust, Under Agreement Dated January 7, 2014, 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:

PROPERTY DESCRIPTION: SEE EXHIBIT A ATTACHED

Washington County Tax Parcel No. SG-1653-A-1-C-1

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 _____, 2025

The Carla H. Brooks Revocable Trust, Under Agreement Dated January 7, 2014

By: _____ (Authorized Representative)
Title: _____

State of _____)
):ss.
County of _____)

On this _____ day of _____, 2025, _____ 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 the The Carla H. Brooks Revocable Trust, Under Agreement Dated January 7, 2014, by Sharla Sue Moody, Successor Trustee.

Witness my hand and official seal.

SEAL:

_____
NOTARY PUBLIC

Residing in _____My Commission Expires: _____

Exhibit A
SG-1653-A-1-C

BEGINNING at a point South 235.00 feet along the Block Line from the Northwest Corner of Lot 5, Block 6, Plat "D", ST. GEORGE CITY SURVEY, said point of beginning being in the Center of an Existing Cement Wall and being referred to in a certain Compact and Agreement between William Brooks and his wife, Juanita L. Brooks, and Edward P. Brooks and his wife, Jane B. Brooks, dated 7/16/69, recorded as Entry #137806, in Bood 86, Page 284, Records of Washington County, Utah, and FROM SAID POINT OF BEGGING, running thence North 89˚44' East 150.00 feet along said Cement Wall and an extension of said wall; thence South 85.00 feet; thence South 89˚44' West 150.00 feet, to the West Line of Lot 4 in said Block 6; thence North 85.00 feet along the Block Line to the point of beginning, being a part of Lots 4 and 5 in said Block 6.

Agenda Date: 02/13/2025 **Agenda Item Number:** 2b

Subject:

Consider approval of lease agreement for the property at 356 North Main Street.

Item at-a-glance:

Staff Contact: Shawn Guzman

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

N/A

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

Purchase of this property is pending Council approval. The lease agreement is for the sellers to occupy the property on an occasional basis. The property will principally be used to store seller's personal items which may have historical value to the City, and which seller may elect to donate to the City for historical purposes.

Staff Narrative (need/purpose):

Purchase of this property is pending Council approval. The lease agreement is for the sellers to occupy the property on an occasional basis. The property will principally be used to store seller's personal items which may have historical value to the City, and which seller may elect to donate to the City for historical purposes.

Name of Legal Dept approver: Alicia Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval.

RESIDENTIAL
LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT ("Lease") is made and entered into this _____ day of _____ , 2025, by and between the City of St. George (hereinafter called "Landlord") and Juanita Brooks Historical Preservation Society ("JBHPS") (hereinafter called "Tenant"). Landlord and Tenant may hereafter be referred to as the "Parties."

RECITALS

A. WHEREAS Landlord is the owner of real property located at 356 N. Main Street, St. George, State of Utah (the "Property"), identified as Washington County Parcel No. SG-1653-A-1-C-1;

B. WHEREAS Tenant desires to lease the Property from Landlord, to be known as the "Leased Premises";

C. WHEREAS Landlord desires to lease to Tenant the Leased Premises; and

D. WHEREAS the Parties desire to enter into a lease agreement defining their respective rights, duties, obligations, and liabilities relating to the Leased Premises.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

The foregoing Recitals are fully incorporated into and made a part of this Agreement.

Section 1. **DESCRIPTION OF LEASED PREMISES**: Landlord leases as Landlord to Tenant, and Tenant takes as Tenant from Landlord, all of the Leased Premises, commonly identified as Washington County Parcel No. SG-1653-A-1-C-1, for the exclusive use of all of that property, subject to Tenant's authorized use consistent with the terms herein.

Section 2. **LEASE DATE AND TERM:** The term of this Lease shall be one (1) year commencing on March 1, 2025 (the "Commencement Date"), and ending on February 28, 2026. Use of the word "term" in this Lease shall include the initial term and any renewals or extensions thereof, unless the context requires otherwise.

(a) **Possession**. Possession of the Leased Premises is delivered to Tenant effective with the execution of this Lease.

Section 3. **BASE RENT:**

a) **Base Rent.** Tenant shall pay to Landlord the sum of five-hundred dollars ($500.00) per month. The Base Rent amount is subject to increase at Landlord's discretion, not more than once each calendar year. Any rent increases shall be in writing, and shall be effective on the first day of the month following thirty (30) day notice to Tenant.

b) **Security Deposit.** Landlord shall not charge and Tenant shall not pay a security deposit.

Section 4. RENEWAL OPTIONS: This lease shall automatically renew at the end of the initial term, for successive one year terms thereafter unless otherwise terminated in conformity with the terms of this Lease.

Section 5. AUTHORIZED USE:

(a) Tenant shall use the Premises for the purpose(s), and for no other purpose(s): organizing, archiving, and collecting items for the Juanita Brooks Historical Preservation Society, which may involve remaining on the Premises overnight to conduct said activities.

(b) Tenant shall only allow the following individuals, who are JBHPS Board Members, to access the Leased Premises and/or remain overnight for the authorized purposes herein: Sharla Moody, Paul Moody, Rhett Moody, Bart Brooks, and Daren Brooks.

(c) Sharla Moody, in her role as JBHPS Director, may allow other JBHPS Board Members to access the property for the authorized purposes herein. This permission is restricted to access without overnights, and shall be in writing specifying the date and time period of said access.

(d) No use of the Leased Premises or Property will be permitted which will result in (i) waste on the Leased Premises or Property, (ii) a public or private nuisance that may disturb the quiet enjoyment of other tenants occupying any part of the Property, (iii) improper, unlawful, or objectionable use, including sale, storage, or preparation, of food, alcoholic beverages, or materials generating an odor on the Property, (iv) noises or vibrations that may disturb other tenants, or (v) storage or placement of contaminants (contaminant being defined to mean (a.) waste, (b.) toxin, (c.) pollutant, (d.) hazardous substance, as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended by 42 U.S.C. 9601, Seq., in applicable State and local statutes, (e.) any hazardous waste as defined in the Resource Conservation and Recovery Act as amended, in applicable State statutes and local ordinances, (f.) toxic substances, (g.) special waste, (h.) petroleum or petroleum-derived substances or waste, (i.) hazardous or toxic materials, and (j.) by way of inclusion and not limitation, used fuel, Freon and antifreeze or (k.) any constituent of any of the above contaminants). Tenant shall comply with all Federal, state, and local regulations, statutes, and ordinances pertaining to use and occupancy of the Leased Premises. Tenant shall not permit the Leased Premises to be occupied for any purpose deemed a violation of zoning regulations, disreputable or extra hazardous, or otherwise in violation of law including restrictions, covenants, laws, ordinances, rules or regulations.

Section 6. NO SMOKING AND NO ANIMALS: Smoking and animals (except for service animals or as may be required under Federal or state law or Tenant's personal pets) are not permitted on the Leased Premises. Tenant shall not permit or allow smoking in the Leased Premises and shall take reasonable steps to prevent smoking in the Leased Premises.

Section 7. REPAIR AND MAINTENANCE:

(a) Landlord agrees to maintain and make all necessary repairs to the interior of the Leased Premises. Tenant shall be responsible for all repairs resulting from damage, abuse, or neglect by its Tenant or Tenant's invitees or guests.

(b) Except for damage caused by Tenant, Landlord shall make all repairs to the exterior shell structure of the building, including repairs to the roof, exterior walls, floor joists, and foundation. Landlord shall make all repairs to the sidewalks, parking surface areas, and common space. Landlord shall be responsible for all heating and air-conditioning equipment repair costs. Landlord shall be responsible for the repair and maintenance of interior-wall electrical and interior-wall plumbing systems, as well as the portions of such systems outside the building. Landlord shall maintain the exterior of the building and adjacent areas in good condition and maintain all of the property in good condition. Landlord shall be responsible for outdoor pest control.

Section 8. INSURANCE:

(a) **Insurance Companies.** It is agreed that all policies of insurance to be maintained in force by the respective parties hereto shall be obtained from good and solvent insurance companies that are duly authorized to do business in the State of Utah, policy or policies shall be issued by an insurance company or companies with an AM Best rating of not less than A-.

(b) **Tenant to Obtain Personal Property Insurance**. Tenant shall maintain in force at all times during the term of this Lease a policy or policies of renter's insurance sufficient to insure Tenant's equipment and any property held in care, custody, and control by Tenant against the perils of fire, water, theft, damage, and loss.

(c) **Casualty and Renter's Insurance.** Landlord shall maintain in force at all times during the term of this Lease a policy or policies of all risks property and casualty insurance to the extent of at least One Hundred percent (100%) of the insurable value of the Leased Premises. Tenant shall not permit any act, sale, or storage of materials on the premise that may be prohibited under any insurance policy of Landlord or Tenant. Tenant shall promptly comply with and execute all municipal rules, orders, and regulations for prevention of fires, at its own expense.

(d) **Tenant's Waiver of Casualty Insurance Proceeds.** In the event the Leased Premises shall be damaged or destroyed by fire or other casualty so insured against, Tenant shall claim no interest in any insurance settlement arising out of any such loss where premiums are paid by Landlord or where Landlord is named as the sole beneficiary, and it will execute all documents required by Landlord or the insurance company or companies that may be necessary for use in connection with settlement of any such loss.

Section 9. UTILITIES: Tenant shall maintain and pay for the following utilities to the Leased Premises: electricity, natural gas, water, sewer, and solid waste disposal. Tenant shall pay for all of Tenant's telephone, internet, cable, indoor pest control, and other services.

Section 10. LANDLORD'S REPRESENTATIONS AND WARRANTIES: Landlord represents and warrants to Tenant:

(a) Landlord is the owner of the Leased Premises and has the right to make this Lease. However, Tenant agrees to accept the Leased Premises "as is," and Landlord makes no warranty as to the condition of the Premises or their suitability for any particular purpose.

(b) Tenant, on paying the rent herein reserved and on the performance of all of the terms and conditions of this Lease on its part to be performed, shall at all times during the term

hereof peacefully and quietly hold and enjoy the Leased Premises, subject to Section 3(c) of the Lease.

Section 11. TENANT'S REPRESENTATIONS AND WARRANTIES: Tenant represents and warrants to Landlord:

(a) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity, as indicated.

Section 12. LEASE SUBORDINATE TO ENCUMBRANCES: This Lease is subject and subordinate to any mortgages, trust deeds, easements or other encumbrances or rights now existing, or that may be hereafter placed against the Leased Premises, and to all advances made or that may be made on account of any such encumbrances, to the full extent of the principal sums secured thereby and interest thereon.

Section 13. SIGNS, AWNINGS, and MARQUEES INSTALLED BY TENANT: Tenant shall not construct or place signs, awnings, marquees, or other structures attached to or projecting from the exterior of the Leased Premises without the prior written consent of Landlord. Any signs, awnings, marquees desired by Tenant and at Tenant's sole expense shall be professionally prepared and installed. All signs erected by Tenant shall be in accordance with any applicable statutes, ordinances, codes, rules, and regulations of any governmental authority, or by any association rules or CC&Rs. Tenant shall maintain such signs and keep the same in a good state of repair. Upon vacating the Leased Premises, Tenant agrees, at its expense, to remove all signs and to repair any and all damages caused by said removal. All work shall be completed in a good workmanlike manner.

Section 14. KEYS & LOCKS: Tenant, upon the termination of its tenancy hereunder, shall deliver to the Landlord all the keys to any building, office, and toilet room, which shall have been furnished to the Tenant. Landlord shall have and be provided with a copy of keys to access all doors and offices within the Leased Premises during the lease term.

Section 15. LANDLORD'S RIGHT TO INSPECT OR REPAIR: Tenant shall permit inspection of the Leased Premises during reasonable business hours by Landlord or Landlord's agents or representatives for the purpose of ascertaining the condition of the Leased Premises and to permit Landlord to make such repairs, with reasonable advance notice, as may be required to be made by Landlord under the terms of this Lease or to preserve and maintain the Property or Leased Premises in a safe condition.

Section 16. ASSIGNMENT AND SUBLEASE: Tenant shall not assign or sublet this Lease or any part of the Leased Premises.

Section 17. EFFECT OF DAMAGE OR DESTRUCTION OF LEASED PREMISES:

(a) If the Leased Premises or any part thereof shall be damaged or destroyed in whole or in part by fire or other casualty during the term of this Lease, Landlord shall, only in the event of an insured loss, repair, restore, rebuild, or replace the Leased Premises or portions destroyed or damaged, so that the Leased Premises is substantially the same as it was prior to such destruction or damage, subject to delays due to adjustment of insurance claims, strikes and other causes beyond the Landlord's control.

(b) Landlord and Tenant hereby release each other from responsibility for loss or damage occurring on or to the Leased Premises, of which they are a part or to the contents thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies. Each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

Section 18. RIGHT OF ACCESS: Tenant, its employees, agents, assigns, guests, invitees, and clients shall have the right to use any common parking area and all common space on the Property, subject to reasonable rules and regulations which Landlord may establish from time-to-time, including, but not limited to the allocation of parking spaces.

Section 19. AUCTION, FIRE OR BANKRUPTCY SALE: Tenant shall not conduct any auction nor permit any fire or bankruptcy sale to be held on the Property.

Section 20. FORCED ENTRY: Tenant shall be responsible for any damage to the Property as a result of forced entry into the Leased Premises or burglary thereof.

Section 21. TENANT BREACH OR DEFAULT: Tenant shall be in breach of this Lease and shall be considered in default under this Lease if:

(a) Tenant fails to perform or comply with any other covenant or condition of this Lease and such failure continues for a period of thirty (30) days after receipt of written notice thereof from Landlord, in which 15-days Tenant has not commenced action to cure and fails to diligently and expeditiously cure said default;

(b) Tenant abandons or vacates the Leased Premises; or

(c) If the Property or Leased Premises shall be used in violation of any law or regulation, without being cured as provided above.

Section 22. REMEDIES UPON TENANT DEFAULT: In the event of any default hereunder (or threatened default in the case of subparagraph b, of this Section), the rights of Landlord shall be as follows:

(a) Landlord may elect, but shall not be obligated, to make any payment required of Tenant herein or comply with any agreement, term or condition required hereby to be performed by Tenant, and Landlord shall have the right, but not the obligation, to enter the Leased Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied. However, any expenditure hereunder by Landlord shall not be deemed to waive or release the default of Tenant or the right of Landlord to take any action as may be otherwise permissible hereunder in the case of any default.

(b) Landlord shall have the right of injunction to restrain Tenant and the right to invoke any remedy allowed by law or in equity, as if the specific remedies of indemnity or reimbursement were not provided herein.

(c) Landlord shall have the right to cancel and terminate this Lease, as well as all of the right, title and interest of Tenant hereunder, by giving to Tenant not less than thirty (30) days notice

of the cancellation and termination and the right to cure. On expiration of the time fixed in the notice, this Lease and the right, title and interest of Tenant hereunder shall terminate in the same manner and with the same force and effect, except as to Tenant's liability for sums accrued prior to the date of termination, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

(d) Landlord may recover from Tenant all damages proximately resulting from any default or breach, including, but not limited to, the cost of recovering the Leased Premises, or altering or remodeling the same for re-letting, the cost of remedying any violation of this Lease, or the cost of exercising any of the remedies provided herein or by law, and may further recover the unpaid rent reserved under this Lease, the total amount of which shall be due and payable.

(e) Landlord may exercise any and all other rights and remedies allowed by law and the rights and remedies given to Landlord in this Lease are distinct, separate and cumulative, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others herein, by law, or by equity, provided.

Section 23. TERMINATION WITHOUT CAUSE: City may, at its option, terminate this Lease for any purpose including removal of the residence, and shall provide Seller with at least ninety (90) days written notice. Tenant may terminate this Lease by providing at least ninety (90) days written notice to Landlord.

Section 24. WAIVER OF COVENANTS: The pursuit by Landlord of any of the remedies provided for in any section of this Lease shall not constitute a waiver of any of the remedies available to Landlord in any other section or under the law or equity. A waiver by Landlord of any breach of this Lease shall not constitute a waiver of any other breach. Forbearance or omission by Landlord in enforcing any of its remedies upon Tenant's breach shall not constitute a waiver of any of its remedies.

Section 25. INDEMNIFICATION AND NON-LIABILITY OF LANDLORD: Tenant shall at all times keep the Leased Premises, and all property contained therein, in good condition, order, and repair, and during the term hereof shall hold Landlord harmless from any and all personal or property damage claims and liabilities, including insurance deductibles. Landlord shall not be liable for damages due to the supply or failure to supply of gas, electricity, heat, water, sewer, telephone or other such services as such may be occasioned from time to time by the public utility providing such service, or by temporary supply curtailment, or due to necessary repair and maintenance. Landlord shall not be liable in any manner for any loss, injury, or damage incurred by Tenant, including those from acts of theft, burglary, fire, acts of God, riot, strike, war, vandalism committed by either identified or unidentified parties, except for personal acts of Landlord where the acts are committed against Tenant, or the agents, employees, or guests of Tenant. Tenant shall be responsible for arranging, and all expenditures relating to, any security precautions that Tenant deems necessary for the safety of the personnel, guests, or property of Tenant located on the Leased Premises.

Section 26. GOVERNING LAW AND VENUE: Any action or judicial proceeding involving this Lease shall be governed under Utah law, both as pertains to substantive and procedural issues.

Section 27. FAILURE TO PERFORM COVENANT: Any failure on the part of either party to perform any obligation hereunder, shall be excused if such failure, or delay is caused by any strike, lockout, governmental restriction or any similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues.

Section 28. LEASE BINDING ON SUCCESSORS: The covenants and agreements contained in this Lease shall be binding upon the parties hereto and on their respective successors, heirs, executors, administrators, and legal representatives. If Landlord sells or transfers the Property or Leased Premises, then Landlord, on consummation of the sale or transfer, shall be released from any liability thereafter accruing under this Lease.

Section 29. CONSTRUCTION OF LEASE: Words of any gender used in this Lease shall be held to include either gender, and words in the singular number shall be held to include the plural when the context requires.

Section 30. HEADINGS: The paragraph headings included herein are for reference purposes only and shall not in any way modify or limit the statements contained in any paragraph or provision of this Agreement.

Section 31. MANNER OF GIVING NOTICES: All notices, demands, or other writings in this Lease, provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be sent either by registered or certified mail, postage prepaid and return receipt requested, or by a reputable and reliable overnight courier, to the party to be notified at the following address set forth for that party, or, after the execution of this Lease, at such other address as may be designated by either party in writing:

If to Landlord, at the following address:

City of St. George
Attn: City Attorney
175 East 200 North
St. George UT 84770
Phone: 435.627.4600

If to Tenant, at the following address:

Juanita Brooks Historical Preservation Society
2570 W. 12340 S.
Riverton, UT 84065
Phone: 801.633.2403

Every notice shall be deemed to have been given on the date it shall be deposited in the United States mail in the manner prescribed herein or on the date it shall be placed for delivery with a reputable and reliable overnight courier. Nothing herein shall preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process, which shall be deemed given at the time of service.

Section 32. SURRENDER OF PREMISES: Tenant shall, on the last day of the initial term, or any renewal, or on earlier termination or forfeiture of the Lease, peaceably and quietly surrender and deliver the Leased Premises (free of subtenancies) to Landlord, all in good repair, broom-clean, normal wear and tear excepted. Any trade fixtures, equipment, wiring and conduit or personal property belonging to Tenant, if not removed upon termination, shall, at Landlord's election, be deemed abandoned and become property of the Landlord without compensation, credit or offset therefore.

Section 32. SEVERABILITY: In case any one or more of the provisions of this Lease or any application thereof shall be invalid, illegal or unenforceable in any respect with any law of the

State of Utah, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

Section 34. HOLDOVER: Should the Landlord permit Tenant to holdover the Leased Premises or any part thereof, after the expiration of the term of this Lease and after any possible additional terms, then and unless otherwise agreed in writing, such holding over shall constitute a tenancy from month-to-month only, and shall in no event be construed as a renewal of this Lease, unless proper and timely notice has been given as required by this Lease. In the event of a holdover, all provisions of this Lease not inconsistent with a tenancy from month-to-month shall remain in full force and effect. During the month-to-month tenancy, Tenant agrees to give Landlord thirty (30) days prior written notice of its intent to vacate the Leased Premises. Tenant agrees to vacate the Leased Premises upon thirty (30) days prior written notice from Landlord.

Section 35. DOCUMENTATION: The parties hereto agree to execute such additional documentation as may be necessary or desirable to carry out the intent of this Lease.

Section 36. ELECTRONIC DOCUMENTS: Facsimile transmission, Email or other electronic transmission of any signed original documents, and retransmission of any signed facsimile or email transmission, shall be the same as delivery of an original. All documents may be executed in counterparts.

Section 37. ENTIRE AGREEMENT: This Lease constitutes the entire agreement and understanding between the parties hereto and supersedes all prior discussions, understandings and agreements, oral or written, between the parties with respect to this Lease. There are no representations or warranties, express or implied, between the Landlord and Tenant with respect to the subject matter of this Lease, except those specified in this Lease.

Section 38. ATTORNMENT. Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Leased Premises, or in the event of any deed or transfer in lieu of foreclosure, attorn to the new owner of Landlord's interest in the Leased Premises and recognize such new owner as Landlord under this Lease.

Section 39. AMENDMENT: This Lease may not be altered or amended except by a subsequent written agreement executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in St. George, Washington County, Utah, on the day and year first above written.

Landlord: City of St. George	**Tenant**: Juanita Brooks Historical Preservation Society
_____	_____
Michele Randall, Mayor	Sharla Sue Moody, Director
Attest:	Approved as to form:
_____	_____
Christina Fernandez, City Recorder	Alicia Carlton, Assistant City Attorney

Agenda Date: 02/13/2025 **Agenda Item Number:** 2c

Subject:

Consider approval to award bid to Inliner Solutions for the 2025 Sewer Relining Project.

Item at-a-glance:

Staff Contact: John Cazier

Applicant Name: City if St. George

Reference Number: 24-176

Address/Location:

Various Locations Throughout the City

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

Every year the Wastewater Collections crew identifies sewer mains that are failing and need to be relined.

Staff Narrative (need/purpose):

There are many old concrete sewer mains in town that have corroded over time. The lining process installs a new liner in the old main and extends the useable life of the pipe.

Name of Legal Dept approver: Alicia Galvany-Carlton

Budget Impact:

Cost for the agenda item: $503,075

Amount approved in current FY budget for item: $750,000

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

This was approved in the 2025 budget

Description of funding source:

2025 City budget

Recommendation (Include any conditions):

Award the bid to Inliner Solutions

NOTICE OF AWARD

To: Inliner Solutions

Project: St George Sewer Main Relining 2025
Inquiry No.: **24-176**

The CITY has considered the PROPOSAL submitted by you for the above described project in response to its Advertisement for PROPOSALS and Information for CONTRACTORs.

You are hereby notified that your PROPOSAL has been accepted in the amount of $503,075.00 on the condition that you execute the Agreement and obtain the performance BOND, the payment BOND, and the certificate of insurance within ten (10) calendar days from the date this NOTICE is delivered to you.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

Dated this 20 day of Feb, 20 25.

City of St. George
CITY

By _____

Name Michele Randall

Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____,

this the _____ day of _____, 20__.

Name _____

Title _____

ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
JANUARY 30, 2025, 2025, 9:00 A.M.
DIXIE POWER ADMINISTRATION BUILDING

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 Ryan Dooley
City Recorder Christina Fernandez
Administrative Services Director Robert Myers
Assistant Budget Director Chad Moultrie
Operations Director Marc Mortensen
Energy Services Director Bryan Dial
Water Services Director Scott Taylor
Human Resources Director Pennie Hancock
Communications and Marketing Director David Cordero
Community Development Director Carol Winner
Public Works Director Cameron Cutler
Police Chief Kyle Whitehead
Fire Chief Robert Stoker
Battalion Chief Coty Chadburn
Economic Development Director Chad Thomas
Parks and Community Services Director Shane Moore
Airport Manager Dustin Warren
Executive Assistant Emilie Pinkelman

CALL TO ORDER:

Mayor Randall called the meeting to order and welcomed all in attendance. An invocation was offered by Deacon Carlos Mendez and The Pledge of Allegiance to the Flag was led by Administrative Services Director Robert Myers.

Link to call to order, invocation, and flag salute: 00:00:00 [Recording 1]

DISCUSSION REGARDING THE FISCAL YEAR 2025-2026 BUDGET:

Link to presentation from City Manager John Willis: 00:01:48 [Recording 1]

Agenda Packet [Page 2]

Link to presentation from Administrative Services Director Robert Myers, including discussion between City Manager John Willis, the City Council, Public Works Director Cameron Cutler, Parks and Community Services Director Shane Moore, Water Services Director Scott Taylor, and Mr. Myers: 00:10:14 [Recording 1]

Agenda Packet [Page 9]

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Link to presentation from City Manager John Willis, including discussion between the City Council, Mayor Randall, Public Works Director Cameron Cutler, Parks and Community Services Director Shane Moore, Communications and Marketing Director David Cordero, and Mr. Willis: 00:24:41 [Recording 1]

Agenda Packet [Page 22]

Link to presentation from Administrative Services Director Robert Myers: 01:02:34 [Recording 1]

Agenda Packet [Page 32]

Link to introduction from Administrative Services Director Robert Myers and presentation from Communications and Marketing Director David Cordero, including discussion between the City Council, City Manager John Willis, City Attorney Ryan Dooley, Community Development Director Carol Winner, Economic Development Director Chad Thomas, and Mr. Cordero: 01:04:59 [Recording 1]

Agenda Packet [Page 36]

Link to comments from Administrative Services Director Robert Myers: 01:35:30 [Recording 1]

A brief recess was taken.

Link to presentation from Administrative Services Director Robert Myers, including discussion between Communications and Marketing Director David Cordero, the City Council, City Manager John Willis, Fire Chief Robert Stoker, Mayor Randall, City Attorney Ryan Dooley, and Mr. Myers: 00:00:00 [Recording 2]

Agenda Packet [Page 47]

Link to introduction from Administrative Services Director Robert Myers and presentation from Energy Services Director Bryan Dial, including discussion between Mayor Randall, Water Services Director Scott Taylor, the City Council, City Manager John Willis, Communications and Marketing Director David Cordero, and Mr. Myers: 00:35:05 [Recording 2]

Agenda Packet [Page 56]

Link to presentation from Water Services Director, including discussion between Mayor Randall, the City Council, Public Works Director Cameron Cutler, Administrative Services Director Robert Myers, and Mr. Taylor: 00:53:51 [Recording 2]

Agenda Packet [Page 56]

Link to presentations from Public Works Director Cameron Cutler and Airport Manager Dustin Warren, including discussion between the City Council, Mayor

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Randall, City Manager John Willis, Mr. Cutler, and Mr. Warren: 01:10:18 [Recording 2]

Agenda Packet [Page 56]

City Manager John Willis called for a break.

Link to comments from Administrative Services Director Robert Myers: 00:00:00 [Recording 3]

Link to introduction from Administrative Services Director Robert Myers and presentation from Fire Chief Stoker, including discussion between the City Council, City Manager John Willis, Mayor Randall, City Attorney Ryan Dooley, and Chief Stoker: 00:01:04 [Recording 3]

Agenda Packet [Page 66]

Link to presentation from Police Chie Kyle Whitehead, including discussion between Mayor Randall, the City Council, City Attorney Ryan Dooley, and Chief Whitehead: 00:29:51 [Recording 3]

Agenda Packet [Page 66]

Link to presentation from Administrative Services Director Robert Myers, including discussion between the City Council, City Manager John Willis, Fire Chief Robert Stoker, Public Works Director Cameon Cutler, Community Development Director Carol Winner, Operations Director Marc Mortensen, and Mr. Myers: 00:53:50 [Recording 3]

Agenda Packet [Page 76]

Link to presentation from Economic Development Director Chad Thomas, including discussion between the City Council, City Manager John Willis, Administrative Services Director Robert Myers, and Mr. Thomas: 01:18:08 [Recording 3]

Agenda Packet [Page 88]

Link to presentation from Human Resources Director Pennie Hancock, including discussion between Economic Development Director Chad Thomas, Administrative Services Director Robert Myers, City Manager John Willis, the City Council, Police Chief Kyle Whitehead, Parks and Community Services Director Shane Moore, Mayor Randall, and Ms. Hancock: 01:37:18 [Recording 3]

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Mayor Randall called for a brief recess.

DRAFT

Link to comments from Administrative Services Director Robert Myers: 00:00:00 [Recording 4]

Link to presentation from Community Services Director Carol Winner and Parks and Community Services Director Shane Moore, including discussion between the City Council, City Manager John Willis, the City Council, Public Works Director Cameron Cutler, and Ms. Winner: 00:00:24 [Recording 4]

Agenda Packet [Page 107]

Link to comments from Administrative Services Director Robert Myers: 00:17:36 [Recording 4]

Link to presentation from Operations Director Marc Mortensen, including discussion between the City Council, Administrative Services Director Robet Myers, City Manager John Willis, and Mr. Mortensen: 00:18:08 [Recording 4]

Agenda Packet [Page 116]

Link to presentation from Parks and Community Services Director Shane Moore, including discussion between the City Council and Mr. Moore: 00:39:43 [Recording 4]

Agenda Packet [Page 116]

Link to comments from Administrative Services Director Robert Myers, Mayor Randall, City Manager John Willis, and the City Council: 00:45:54 [Recording 4]

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

Link to reports from Mayor, Councilmembers and City Manager: 00:54:18 [Recording 4]

Link to comments from Administrative Services Director Robert Myers: 01:02:04 [Recording 4]

ADJOURN TO A CLOSED MEETING:

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.

A closed session was not held.

ADJOURN:

Link to motion: 01:02:34 [Recording 4]

MOTION:

A motion was made by Councilmember Larkin to adjourn.

DRAFT

SECOND:

The motion was seconded by Councilmember Tanner.

VOTE:

Mayor Randall called for a vote, as follows:

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

The vote was unanimous and the motion carried.

_____
Christina Fernandez, City Recorder

DRAFT

ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
FEBRUARY 6, 2025, 5:00 P.M.
CITY COUNCIL CHAMBERS

PRESENT:

Mayor Michele Randall
Councilmember Jimmie Hughes – arrived at 5:07 p.m.
Councilmember Dannielle Larkin – via Zoom
Councilmember Michelle Tanner
Councilmember Natalie Larsen
Councilmember Steve Kemp

STAFF MEMBERS PRESENT:

City Manager John Willis
City Attorney Ryan Dooley
City Recorder Christina Fernandez
Public Works Director Cameron Cutler
Planner Brenda Hatch
Assistant Public Works Director Wes Jenkins
Community Development Director Carol Winner
Planner Dan Boles
Planner Brett Hamilton
Energy Services Director Bryan Dial

OTHERS PRESENT:

Colby Anderson, Applicant's Representative
Applicant Tucker Nipko
Applicant Steve Cross

CALL TO ORDER:

Mayor Randall called the meeting to order and welcomed all in attendance. An invocation was offered by Reverend Jimi Kestin with Solomon's Porch Foursquare Fellowship and The Pledge of Allegiance to the Flag was led by Councilmember Tanner.

Link to call to order, invocation, and flag salute: 00:00:00

MAYOR'S RECOGNITIONS, PROCLAMATIONS, AND UPDATES:

No recognition, proclamations, or updates were given.

COMMENTS FROM THE PUBLIC:

Link to comments from Resident Steve Lindley, including comments from Mayor Randall and Public Works Director Cameon Cutler: 00:02:28

CONSENT CALENDAR:

~~**a. Consider approval of a Real Property Purchase Agreement for the property at 356 North Main Street.**~~

~~BACKGROUND and RECOMMENDATION: Purchase of this property is based on its local historical significance for St. George and Southern Utah. The cost is $564,000. Funds have been donated to the City for the purchase of the property~~

DRAFT

~~and necessary renovations to preserve its historical character and development as a historical site. Staff recommends approval.~~

~~b. Consider approval of lease agreement for the property at 356 North Main Street.~~

~~BACKGROUND and RECOMMENDATION: Purchase of this property is pending Council approval. The lease agreement is for the sellers to occupy the property on an occasional basis. The property will principally be used to store seller's personal items which may have historical value to the City, and which seller may elect to donate to the City for historical purposes.~~

c. Consider approval of a Participation Commitment with the Utah Division of Forestry, Fire and State Lands for the Cooperative Wildfire System for 2025.

BACKGROUND and RECOMMENDATION: The City has previously entered into an agreement with the Utah Division of Forestry, Fire and State Lands. In this agreement the State will complete an annual Wildfire Risk assessment based on wildfire hazard areas in our jurisdiction, and the Fire Department's average historical fire cost provided by the state, based on the past 10 years eliminating the low and high years. This risk assessment will generate a monetary value that the city would be responsible for. Through approved projects such as mitigation, prevention, and preparedness efforts, the city will receive credits to reach the required value. There will be no additional cost to the city. In return, the state will provide assistance, at no cost, in the event of a major incident in the City when City resources have been depleted. The Participation Commitment Statement for 2025 is $61,600. Staff recommends approval.

d. Consider approval of the minutes from the meetings held on January 16, 2025 and January 23, 2025.

Link to presentation from City Manager John Willis stating that items 3a and 3b will be moved to the next City Council meeting: 00:06:24

Agenda Packet [Page 5]

Link to motion: 00:06:32

MOTION:
A motion was made by Councilmember Tanner to approve items c and d on the consent calendar.

SECOND:
The motion was seconded by Councilmember Kemp.

VOTE:
Mayor Randall called for a call vote, as follows:

Councilmember Hughes – absent
Councilmember Larkin – aye

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

The vote was unanimous and the motion carried.

PUBLIC HEARING/SUBSTANTIAL AMENDMENT TO THE 2024 CDBG ANNUAL ACTION PLAN:

Public hearing and consider approval of a substantial amendment to the 2024 CDBG (Community Development Block Grant) AAP (Annual Action Plan) the first year of the of the City's five-year Consolidated Plan.

BACKGROUND and RECOMMENDATION: The AAP (Annual Action Plan) outlines proposed projects by the City's Community Development Block Grant (CDBG) program to address identified needs during PY2024, the first year of the City's 2024-2028 five-year Consolidated Plan. The City has received $623,056 in CDBG funding from the U.S. Department of Housing and Urban Development (HUD) for PY2024, which began July 1, 2024. The City will also plan for the use of prior year resources totaling $266,247.56. The following depicts projects to be undertaken with said funding. The purpose of the amendment is to increase the funded amount allocated to activity 2 CDBG: Public Facilities Infrastructure (2024) from $320,000 to $435,511.82, as well as increasing the funded amount allocated to activity 4 CDBG Housing from $106,972 to $128,909.

Link to introduction from City Manager John Willis and presentation from Planner Brenda Hatch, including discussion between the City Council and Ms. Hatch: 00:07:12

Agenda Packet [Page 46]

Link to public hearing; no comments were provided: 00:09:50

Link to motion: 00:10:12

MOTION:

A motion was made by Councilmember Kemp to approve a substantial amendment to the 2024 CDBG (Community Development Block Grant) AAP (Annual Action Plan)**.**

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Randall called for a vote, as follows:

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

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Councilmember Tanner – aye
Councilmember Kemp – aye

The vote was unanimous and the motion carried.

Link to comments from Councilmember Larsen and Mayor Randall: 00:10:47

PUBLIC HEARING/VACATE A PORTION OF AN EXISTING MUNICIPAL UTILITY EASEMENT/ORDINANCE:

Public hearing and consideration of Ordinance No. 2025-007 requesting the vacation of a portion of an existing municipal utility easement located between Lots 16 and 25, Woodhaven Estates Subdivision.

BACKGROUND and RECOMMENDATION: The subdivision plat for Woodhaven Estates Subdivision was approved by the City of St. George Land Use Authority on the 15th day of March, 2023 and recorded in the Office of the Washington County Recorder on the 30th day of March, 2023. The Joint Utilities Commission recommended approval.

Link to introduction from City Manager John Willis and presentation from Assistant Public Works Director Wes Jenkins: 00:11:04

Agenda Packet [Page 278]

Link to public hearing; no comments were provided: 00:12:10

Link to motion: 00:12:25

MOTION:

A motion was made by Councilmember Larsen to approve Ordinance No. 2025-007 requesting the vacation of a portion of an existing municipal utility easement located between Lots 16 and 25, Woodhaven Estates Subdivision.

SECOND:

The motion was seconded by Councilmember Tanner.

VOTE:

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

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

The vote was unanimous and the motion carried.

PLANNED DEVELOPMENT AMENDMENT/ORDINANCE:

Consider approval of Ordinance No. 2025-001 amending 5.06 acres of the Atkinville Interchange Area Commercial PD-C for a 107-room hotel, a 23,000 square foot medical office, and an 8,431 square foot retail building

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generally located on Pioneer Road, south of Nighthawk Drive. (Case No. 2024-PDA-009 - Mojave Crossing)

BACKGROUND and RECOMMENDATION: This vacant lot was previously approved for the SunRiver Patio Furniture project in December of 2021. That project failed to progress, and now the Mojave Crossing project is being proposed. This item was presented to the planning commission on September 10, 2024, at a public hearing. During the public hearing there were 318 written public comments presented and an additional 20 public comments were made at the meeting. The comments raised concerns about the impacts of this development, mainly privacy, traffic, noise and safety issues for the current residents in the area. The public hearing was closed and the Planning Commissioners voted to continue this item to a date uncertain with a request that the applicant reconfigure the site plan and provide graphics showing the views from the third floor of the proposed hotel building. The applicant returned at the December 10, 2024 Planning Commission meeting, where the Planning Commission recommended approval with a 6-0 vote, with a condition.

Link to introduction from City Manager John Willis and presentation from Community Development Director Carol Winner, including discussion between Mayor Randall, the City Council, City Manager John Willis, applicant's representative Colby Anderson, Assistant Public Works Director Wes Jenkins, applicant Tucker Nipko, and Ms. Winner: 00:13:09

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Link to motion: 01:18:03

MOTION:

A motion was made by Councilmember Tanner to continue Ordinance No. 2025-001 amending 5.06 acres of the Atkinville Interchange Area Commercial PD-C for a 107-room hotel, a 23,000 square foot medical office, and an 8,431 square foot retail building generally located on Pioneer Road, south of Nighthawk Drive to the soonest Council date that the applicant can coordinate with staff to get Council the information.

Link to discussion on the motion, second, and vote: 01:18:55

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
Councilmember Tanner – aye
Councilmember Kemp – aye

The vote was unanimous and the motion carried.

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PLANNED DEVELOPMENT AMENDMENT/ORDINANCE:

Consider approval of Ordinance No. 2025-008 amending the existing Atkinville Interchange Planned Development Commercial (PD-C) zone on approximately 17.85 acres generally located north of Southern Parkway on Desert Color Parkway at approximately 4700 South. (Case No. 2025-PDA-004 - Costco)

BACKGROUND and RECOMMENDATION: This amendment proposes two things. First, the amendment would add the use "Retail, wholesale, including membership stores and manufacturer's outlets (>40,000 ft²)" to the use table in the VC1 and VC2 land use districts of the Atkinville PD-C zone. The second aspect of the proposed PD amendment is to allow the review and potential approval of site elements such as site layout (setbacks, parking, traffic flow, etc.), building elevations and renderings, and landscaping. The Planning Commission reviewed these two requests and held a public hearing on January 14, 2025 and recommend approval with conditions.

Link to introduction from City Manager John Willis and presentation from Planner Dan Boles, including discussion between Mayor Randall, applicant Steve Cross, and the City Council: 01:20:51

Agenda Packet [Page 343]

Link to motion: 01:32:02

MOTION:

A motion was made by Councilmember Larsen to approve Ordinance No. 2025-008 amending the existing Atkinville Interchange Planned Development Commercial (PD-C) zone on approximately 17.85 acres generally located north of Southern Parkway on Desert Color Parkway at approximately 4700 South.

SECOND:

The motion was seconded by Councilmember Kemp.

VOTE:

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

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

The vote was unanimous and the motion carried.

Link to comments from Councilmember Larkin: 01:32:00

GENERAL PLAN AMENDMENT/ORDINANCE:

Consider approval of Ordinance No. 2025-009 amending the city General Plan future land use map from MDR (Medium Density Residential) and LDR

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(Low Density Residential) to (COM) Commercial on approximately 7.92 acres generally located on the northwest corner of 2450 South and 3000 East. (2025-GPA-002 - Old Farm)

BACKGROUND and RECOMMENDATION: The application, if approved, would change approximately 7.92 acres from LDR and MDR to COM. On January 14, 2025, Planning Commission held a public hearing as part of their review of the proposed amendment and recommend approval of the proposed amendment with a 5-1 vote with no conditions.

Link to introduction from City Manager John Willis and presentation from Planner Dan Boles, including discussion between the City Council, and Mr. Boles: 01:33:24

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Link to motion: 01:38:42

MOTION:
A motion was made by Councilmember Larsen to approve Ordinance No. 2025-009 amending the city General Plan future land use map from MDR (Medium Density Residential) and LDR (Low Density Residential) to (COM) Commercial on approximately 7.92 acres generally located on the northwest corner of 2450 South and 3000 East.

SECOND:
The motion was seconded by Councilmember Hughes.

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

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

The vote was unanimous and the motion carried.

Link to comments from the City Council: 01:39:28

GENERAL PLAN AMENDMENT/ORDINANCE:

Consider approval of Ordinance No. 2025-010 amending the city General Plan future land-use map from FP (Flood Plain) and LDR (Low Density Residential) to COM (Commercial) on approximately 5.43 acres generally located 500 feet west of River Road on the south side of George Washington Boulevard. (Case No. 2025-GPA-001 - South River Commercial Plaza)

BACKGROUND and RECOMMENDATION: 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 500 feet west of River Road and south of future roadway to be George

DRAFT

Washington Boulevard. The property is zoned R-1-10 (Single-Family Residential; minimum 10,000 SF lot area). This application is to change the General Plan from FP (Flood Plain) and LDR (Low Density Residential) to COM (Commercial) in expectation of future commercial development adjacent to the extension of George Washington Boulevard. The property is bordered by commercial development to the west.

Link to introduction from City Manager John Willis and presentation from Planner Brett Hamilton, including comments from the City Council and City Manager John Willis: 01:40:17

Agenda Packet [Page 398]

Link to motion: 01:43:28

MOTION:

A motion was made by Councilmember Tanner to approve Ordinance No. 2025-010 amending the city General Plan future land-use map from FP (Flood Plain) and LDR (Low Density Residential) to COM (Commercial) on approximately 5.43 acres generally located 500 feet west of River Road on the south side of George Washington Boulevard.

SECOND:

The motion was seconded by Councilmember Kemp.

VOTE:

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

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

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:

Consider approval of Ordinance No. 2025-011 amending the city zoning map by amending the zone from A-1 (Agricultural) to RE-12.5 (Residential Estates 12,500 ft² minimum lot size) on approximately 6.2 acres generally located on the east side of 3000 East at approximately 1800 South. (Case No. 2025-ZC-001 - Jasmine Fields)

BACKGROUND and RECOMMENDATION: The applicant is seeking to change the zone from A-1 (Agricultural, 40,000 ft² minimum lot size) to RE-12.5 (Residential Estates, 12,500 ft² minimum lot size) in order to subdivide the property. The Planning Commission voted in favor of the rezone with a 6-0 vote after a public hearing.

Link to introduction from City Manager John Willis and presentation from Planner Dan Boles, including comments from the City Council, Mayor Randall, and City Manager John Willis: 01:44:13

DRAFT

Agenda Packet [Page 412]

Link to motion: 01:47:55

MOTION:
A motion was made by Councilmember Kemp to approve Ordinance No. 2025-011 amending the city zoning map by amending the zone from A-1 (Agricultural) to RE-12.5 (Residential Estates 12,500 ft² minimum lot size) on approximately 6.2 acres generally located on the east side of 3000 East at approximately 1800 South.

SECOND:
The motion was seconded by Councilmember Larsen.

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

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

The vote was unanimous and the motion carried.

POWER SALES CONTRACT/RESOLUTION:
Consider approval of Resolution No. 2025-004R approving an increase in the development share of St. George under the Power Sales Contract for the Power County Power Project.

BACKGROUND and RECOMMENDATION: This resolution is to increase the City's share from 21.00 (MW) to 36.00 (MW) of energy from a 400 Megawatt (MW) natural gas combined cycle generation project being built by UAMPS in Power County, Idaho.

Link to introduction from City Manager John Willis and presentation from Energy Services Director Bryan Dial, including discussion between the City Council and Mr. Dial: 01:48:53

Agenda Packet [Page 427]

Link to motion: 01:51:22

MOTION:
A motion was made by Councilmember Hughes to approve Resolution No. 2025-004R approving an increase in the development share of St. George under the Power Sales Contract for the Power County Power Project.

SECOND:
The motion was seconded by Councilmember Kemp.

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

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

The vote was unanimous and the motion carried.

APPOINTMENTS:

Appointments to Boards and Commissions of the City

Link to Mayor Randall recommending the reappointment of Ben Rogers to the Planning Commission for a 2-year term: 01:51:57

Link to motion: 01:52:12

MOTION:

A motion was made by Councilmember Kemp to reappoint Ben Rogers to the Planning Commission for a 2-year term

SECOND:

The motion was seconded by Councilmember Hughes.

VOTE:

Mayor Randall called for a vote, as follows:

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

The vote was unanimous and the motion carried.

REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

Link to reports from the Mayor, Councilmembers, and City Manager: 01:52:25

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.

Link to motion: 01:54:18

MOTION:

A motion was made by Councilmember Kemp to adjourn to a closed meeting to discuss litigation and personnel.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Randall called for a vote, as follows:

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

The vote was unanimous and the motion carried.

The meeting adjourned following the closed session.

_____
Christina Fernandez, City Recorder

DRAFT

Agenda Date: 02/13/2025 **Agenda Item Number:** 2e

Subject:

Consider approval to have a bar service during the St. George Art Museum Gala taking place at the Art Museum on March 5, 2025.

Item at-a-glance:

Staff Contact: Shane Moore

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

47 N 200 E

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

The St. George Art Museum is planning its first annual Gala to celebrate achievements, foster art appreciation, and generate funding. The event aims to bring together art enthusiasts and community leaders. This event will be entirely fenced off and secured; access will only be granted with a gala ticket purchase. The Hive 435 Taphouse will be providing beer/wine only for this event as a cash bar service. This bar service was previously approved for October 11, 2024; however, the date has since been changed to March 5, 2025.

Staff Narrative (need/purpose):

The St. George Art Museum Gala is a cultural event that brings together art enthusiasts to celebrate and support the museums mission. The additional revenue generated will play a vital role in funding the museums programs and exhibitions, ultimately benefiting our entire community.

Name of Legal Dept approver: Alicia Carlton

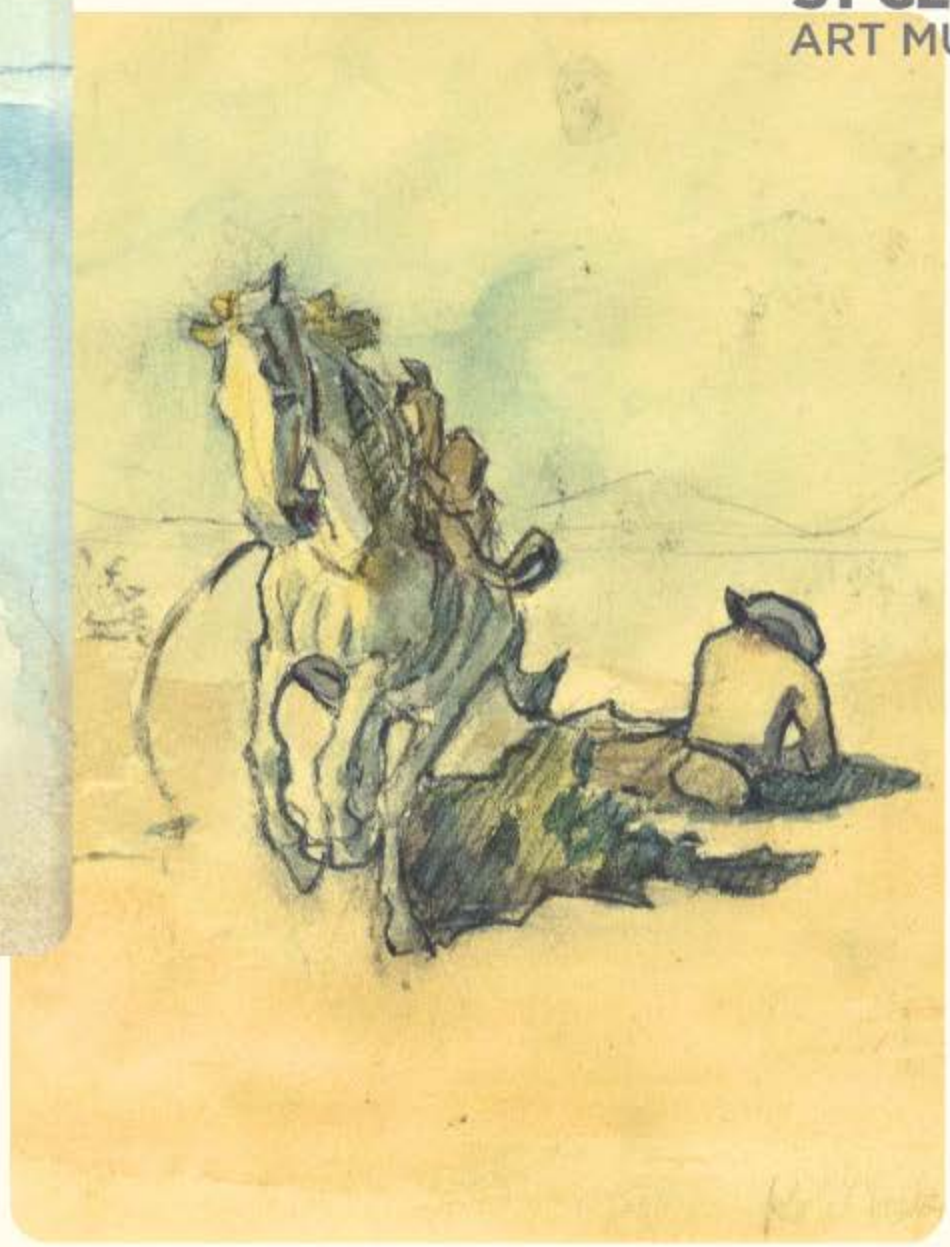
Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval of the bar service at the St. George Art Museum Gala with the condition it be approved by the DABS.

ST GEORGE
ART MUSEUM





REGISTER NOW!

WESTERN REVIVAL GALA

- Western Artworks on display from our Permanent Collection
- Partake in an Art Auction
- Western photobooth
- Learn to line dance with Eric Dodge
- Dinner Service in Matt Clark's Sculpture Garden and a Cash Bar from The Hive

March 5, 2025 | 5 - 8:00 PM

47 E 200 N, St. George, Utah

Google Maps

Fenced Area



Map data ©2025 , Map data ©2025 Google 20 ft

GENERAL PLAN

Discussion



St.George

Our City Our Future

Public Outreach & Public Meetings Summary

A. Surveys:

1. St. George 2040 Looking Toward our Future Survey – 2021(There were **5,438 responses**)

B. Steering Committee Meetings:

1. Meetings held once a month from June 2021 until January 2023 (**18 Meetings**)

C. Stakeholder Meeting Groups:

1. Beginning March 23, 2021 thru July 29, 2021 (**16 meetings**)

D. Working Group Meetings

1. Held in June, 2021 **(11 meetings)**

E. Community Open Houses (3 meetings):

1. South Mountain Community Church: June 10, 2021
2. SunRiver: March 31, 2022
3. Desert Color: October 13, 2022

F. Joint Planning Commission and City Council Meetings (5 meetings):

1. August 23, 2021
2. June 9, 2022
3. August 8, 2022
4. September 22, 2022
5. May 5, 2023



St.George
Our City Our Future

Meeting Members & Groups

Working Group Meeting Topics:

- Responsible Growth
- Accessible City
- Connection to Nature
- Arts and Culture Integration
- Connection to Nature
- South Main District
- Downtown Business Growth
- St. George Blvd / DSU District

Steering Committee Members:

Cody Schmitt
Shirlayne Quayle
Adam Lenhard
Jimmie Hughes
Nathan Fisher
Henrie Walton
Terri Draper
Susi Lafaele
Nancy Hauck
Jami Brackin
Dan Boles
Mike Hadley
Trace Stanford
Nancy Hauck
Laura Norman
Mayor Michele Randall
Dannielle Larkin
Elise West
Natalie Larsen
Brett Burgess
Stacy Young
Ira McArthur / Jim McArthur
John Willis
Genna Goodwin
Carol Winner
Brenda Hatch
Susi Lafaele

Stakeholder Meeting Groups:

- Washington School District
- Industrial Developers
- Inland Port
- Intermountain Healthcare
- Local Artists and Arts Organizations
- Interfaith Council
- SITLA
- Dixie State University
- St. George Public Services (Power and Water)
- Dixie Power
- Tech Ridge Developers
- South Main Property Owners
- St. George Chamber of Commerce
- Airport Leadership
- SUHBA - Homebuilders
- Downtown Business Owners

St.George
Our City Our Future

St.George

2040

GENERAL PLAN

GENERAL PLAN OVERVIEW

A LETTER FROM MAYOR RANDALL

LIFESTYLE

RESPONSIBLE GROWTH

ECONOMIC VITALITY

ACCESSIBLE CITY

CONNECTION TO NATURE

ARTS & CULTURE INTEGRATION

THRIVING DOWNTOWN

RESOURCE DOCUMENTS

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GENERAL PLAN

The following document presents the visions, goals, and strategies developed for the General Plan Update for St. George City. This document is informed by the 2002 General Plan, updated to reflect the community's current needs, and reflects the direction and goals of the community. The community voice is echoed throughout this document and incorporates feedback received from over 5,000 residents through the Online survey fromearly summer 2021, interviews with experts and stakeholders throughout the community, and feedback from nearly 2,000 responses to the draft plan from summer 2022. The planning team also met with the Planning Commission and City Council through the process.

The planning team thanks everyone who has contributed to the process for their time and passion for the future of St. George.

We are excited about our community's future and want to ensure this visioning document provides clear, practical guidance for growth and improvements in the next 20 years.

This document presents the initial vision, goals, and strategies for helping St. George continue to thrive for the next 20 years. These goals are supported by strategies and actions St. George can implement over time to achieve the goals.

The community-wide vision presented in the General Plan is supported by current resources documents created by departments within the City. These documents, referenced at the end of the plan, provide additional background and guidance to achieve many of the goals noted here. These are referenced in the resource document section and will be updated by St. George City as needed.



St.George
2040

St. George is a great place to live. It is an active community; a place rich with history, beauty, and unparalleled landscapes. St. George is a place that is welcoming, comfortable, and safe. It is a place that has a thriving economy and ample opportunities for all who live here.

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GENERAL PLAN SECTIONS

The General Plan has been formatted to reflect the City's varied goals and provide clear and concise guidance for City Leadership as policy and land use evolutions occur within the City. The eight sections presented below offer distinct goals with supporting strategies to achieve the vision for the City. They are also interdependent and complementary to reflect the complex systems that work hand-in-hand to make St. George great.

- A LETTER FROM MAYOR RANDALL
- LIFESTYLE
- ECONOMIC VITALITY
- CONNECTION TO NATURE
- RESPONSIBLE GROWTH
- TRANSPORTATION
- THRIVING DOWNTOWN
- ARTS & CULTURE

NOTE: The section topics, and thus their policies, are interrelated. Policies housed in one section often also advance objectives from another section. Redundancy and duplication have been minimized to the extent feasible.

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A LETTER FROM MAYOR RANDALL

As we look toward our future, we know that the City of St. George will grow and evolve in the next 20 years.

St. George 2040 is a blueprint for our City. It sets the vision for the future of St. George, includes goals that we would like to accomplish in the 20-year future, and identifies strategies to guide implementation.

This plan sets our vision for the future, identifies opportunities to guide growth, and supports the quality of life we cherish. St. George 2040 will also guide policy development and decision-making by elected officials and City staff, ensuring future improvements align with the vision for St. George.

A dedicated group of community members, elected officials, business owners, and thousands of residents have spent countless hours in meaningful discussions about our future. This plan presents these discussions. It also allows us to share our future vision and support our efforts to maintain and enhance St. George as a great place to live.

We are excited to share this work and to ensure this is a genuinely collective vision — with goals we can all get behind.

Michele Randall

Mayor Michele Randall

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LIFESTYLE

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1.1 Community Spirit and Family-Friendly Atmosphere:

- Encourage community engagement through volunteer opportunities and neighborhood meetings.
- Host citywide events like festivals, markets, and holiday celebrations to foster unity.



1.2 Neighborhood Character:

- Establish Neighborhood Areas to ensure community engagement and preserve the city's character.
- Assess each area for improvements in services, transportation, and recreation.
- Cultivate neighborhood identity through initiatives like branding and wayfinding.



1.3 Support quality of Life:

- Develop policies to create Neighborhood Centers offering essential services, retail, and transit access.
- Promote housing options suitable for all life stages, as outlined in the Moderate Income Housing Plan.
- Enhance access to parks, trails, and recreational opportunities for all ages.
- Support entertainment options for youth, families, adults, and seniors.

1.4 Safety and Security:

- Ensure safety through urban design practices and crime prevention strategies.
- Monitor crime trends and implement strategies to reduce crime and re-offending.
- Educate the community on crime prevention and share successful strategies.

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2.1 Water Conservation:

- Continue supporting water conservation policies for new developments and retrofits, in alignment with Washington County Water Conservancy District (WCWCD).
- Develop community tools, incentives, and education to encourage participation in water conservation programs.
- Set water conservation targets and collaborate on regional water reuse plans, including expanding irrigation systems and facilities.

2.2 Energy Efficiency & Renewable Energy:

- Adopt policies to ensure energy efficiency in new developments and support renewable energy projects.
- Promote energy diversification through the St. George Power 10-Year Master Plan, encouraging sensitive land preservation, infill development, and sustainable density.

2.3 Diverse Housing Supply:

- Integrate various housing options in Neighborhood Areas, ensuring alignment with the Moderate Income Housing Plan.
- Update zoning codes to support mixed-density and accessory dwelling units, allowing flexibility in residential development.

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2.4 Commercial Development:

- Promote neighborhood commercial centers that provide daily services, with a focus on mixed-use spaces combining residential and commercial elements.
- Support live/work and mixed-use developments that align with the city's growth goals.

2.5 People-Oriented Neighborhood Centers:

- Integrate open spaces in neighborhood centers, such as parks and dining areas, and connect transit services.
- Update zoning codes to prioritize pedestrian access, visible street-facing development, and minimize surface parking.

2.6 Align Growth with Infrastructure:

- Prioritize infrastructure improvements in areas designated for compact development, supporting infill and sensitive land preservation.
- Work with Washington County School District on education facility siting and ensure adequate utility infrastructure for growth.
- Plan for new infrastructure to support future development and low-impact local food production, such as urban agriculture.
- Expand transportation systems, including trails and active transportation

RESPONSIBLE GROWTH

2.7 LAND USE PLAN

The Land Use Plan has been updated to reflect the current vision for growth for St. George City as well as the recent planned developments that exist within the City. This plan is a living document that can and should be updated as the vision for growth in St. George evolves.

The Land Use Plan indicates general density ranges and indicates how development is to be located on the land, with special regard to reserving special natural features. The Zones in the Zoning Map are legal designations that assign a specific overall density to a specific tract of land. In most cases, the zoning is uniformly applied to a whole parcel of land. By contrast, the Land Use Plan follows land forms, floodplains and road patterns (rather than ownership boundaries) it indicates more generally how land uses should be arranged on the land.

The following land uses have been identified for the city.

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Land Use Designation	Description	Residential Density	Assoc. Zoning Districts
Primary Land Uses:			
AE Agricultural Estates	Areas of St. George that were once or are currently agricultural and are transitioning to more residential development, while maintaining very low density and a rural or agricultural character. Allow for animals by-right in this area.	Up to 4 DU/ Acre*	AG zones, RE- 5, RE-12.5, RE-20, RE-37.5, G-G
VLDR Very Low Density Residential	Single-family or a clustering of housing units that achieves lower density while preserving agricultural or other lands with unique geological features including hillside.	Up to 2 DU/Acre*	RE-5, R-1-20, R-1-40
LDR Low Density Residential	Single-family, multifamily, or the clustering of housing units that achieves an overall lower density.	Up to 4 DU / Acre*	All Agricultural Estates zones plus, R-1-8, R-1-10, R-1-12, R-1-20, R-1-40, MH-10, MH-12, MH-20, MH-40, PD-R, PD-TNZ, PD-R
MDR Medium Density Residential	Single-family, multifamily, or the clustering of housing units that are more compact or have a higher density of development.	5-9 DU / Acre*	All Agricultural Estates and Low Density, Residential Plus Zones, R-1-6, R-1-7, R-1-8, R-1-10, MH-6, MH-8, R-2, R-3, R-4, RCC, R-1-C, PD-SH, PD-TNZ, PD-R
MDHR Medium-High Density Residential	Areas where a variety of residential densities might be appropriate, and a transition from a higher impact use such as commercial or mixed-use transitions to a lower density residential is valuable.	10-15 DU / Acre	All Medium Density Residential zones plus R-2, R-3, R-4, PD-TNZ, PD-R, PD-SH

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Land Use Designation	Description	Residential Density	Assoc. Zoning Districts
Primary Land Uses:			
HDR High Density Residential	Higher density residential to be located where appropriate and in areas spread throughout the community that offer higher density developments. High density can be appropriate adjacent to commercial areas and a transition to lower density developments.	16-22 DU / Acre	R-3, R-4, PD-SH, PD-TNZ, PD-R
Residential Plus Overlay	Areas of St. George where the city may choose to allow for additional density or a mix of compatible uses to support re-investment and attainable housing.	Varies	Varies
COM Commercial	Various commercial uses including retail and commercial office. Scale and setbacks may vary based on zone district.	Up to 40 DU / Acre	A-P, C-1, C-2, C-3, C-4, PD-MU, PD-AP, PD-C
IND Industrial	Various light manufacturing and industrial uses in appropriate locations, near major arterial roads.	N/A	M-1, M-2, PD-M
IC Industrial / Commercial	Areas that may include light industrial, light manufacturing, retail, and office.	N/A	MC, PD-MC

Land Use Designation	Description	Residential Density	Assoc. Zoning Districts
Primary Land Uses:			
A **Airport**	Lands located near the airport that support airport functions and are commercial in nature.	N/A	ASBP, AVI, C-RM, PD-C, PD-M
SL **Sensitive Land Preservation**	Lands held as permanent open space due to geological conditions such as floodplains as designated by FEMA, rockslide, wetlands, and landslide-prone areas. Sensitive landscapes and archaeological areas may also fall under this category. Limited development activity such as trails, public amenities, recreational facilities and public utilities may be allowed for these areas.	N/A	Open Space
OS **Open Space/ Parks/ Golf Courses/ Cemeteries**	Public recreation areas including sports fields and playground areas. Limited development of associated amenities can occur in these areas. Golf courses and associated support facilities.	N/A	Open Space, Public Facilities, Park, varies
EQ **Equestrian Subdivisions**	These subdivisions consists of 1 to 5-acre lots with agricultural uses permitted.	N/A	A-1, RE-12.5, RE-20, RE-37.5
EQB **Equestrian Buffer**	The Equestrian Buffer is a buffer between designated Equestrian Subdivisions and other subdivisions. See Little Valley Sub Area Plan for more details	N/A	A-1, RE-12.5, RE-20, RE-37.5

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Land Use Designation	Description	Residential Density	Assoc. Zoning Districts
Downtown Area Land Uses:			
DTTN Traditional Neighborhood	A traditional neighborhood with a mix of one and two story single family and accessory dwellings set back from the street edge.	4 - 9 DU / Acre*	RCC, R-1-C, PD-R, including any future downtown zones
DTCN Connected Neighborhood	A convenient neighborhood with a varied mix of single family homes, multifamily housing and neighborhood-scale businesses.	6 - 12 DU / Acre*	RCC, R-2, R-3, R-4, C-4, PD-R, PD-C, including any future downtown zones
DTCC Connected Corridor	A convenient mix of businesses, services, and housing within proximity to collector and higher volume roadways.	Up to 22 DU / Acre	C-1, C-2, C-3, C-4, PD-C, PD-MU, PD-SH, PD-TNZ, including any future downtown zones
DTLV Lively	A bustling district with a compact mix of jobs, entertainment, housing, and community gathering spaces all in walkable distance.	Up to 40 DU / Acre	C-2, C-3, C-4, PD-C, PD-MU, PD-TNZ, including any future downtown zones
PD - Plan Development Land Uses			
May include, but not limited to Atkinville, Desert Canyon, Desert Color, Divario, Tonaquint, and Ledges	Land use varies, and is specific for each planned development as adopted by St. George City. Any improvements in these areas need to align with, or formally modify the adopted land use plan through a master plan or a development agreement.	Varies	PD-R, PD-AP, PD-C, PD-MU, PD-M, PD-SH, PD-TNZ, PD-CR

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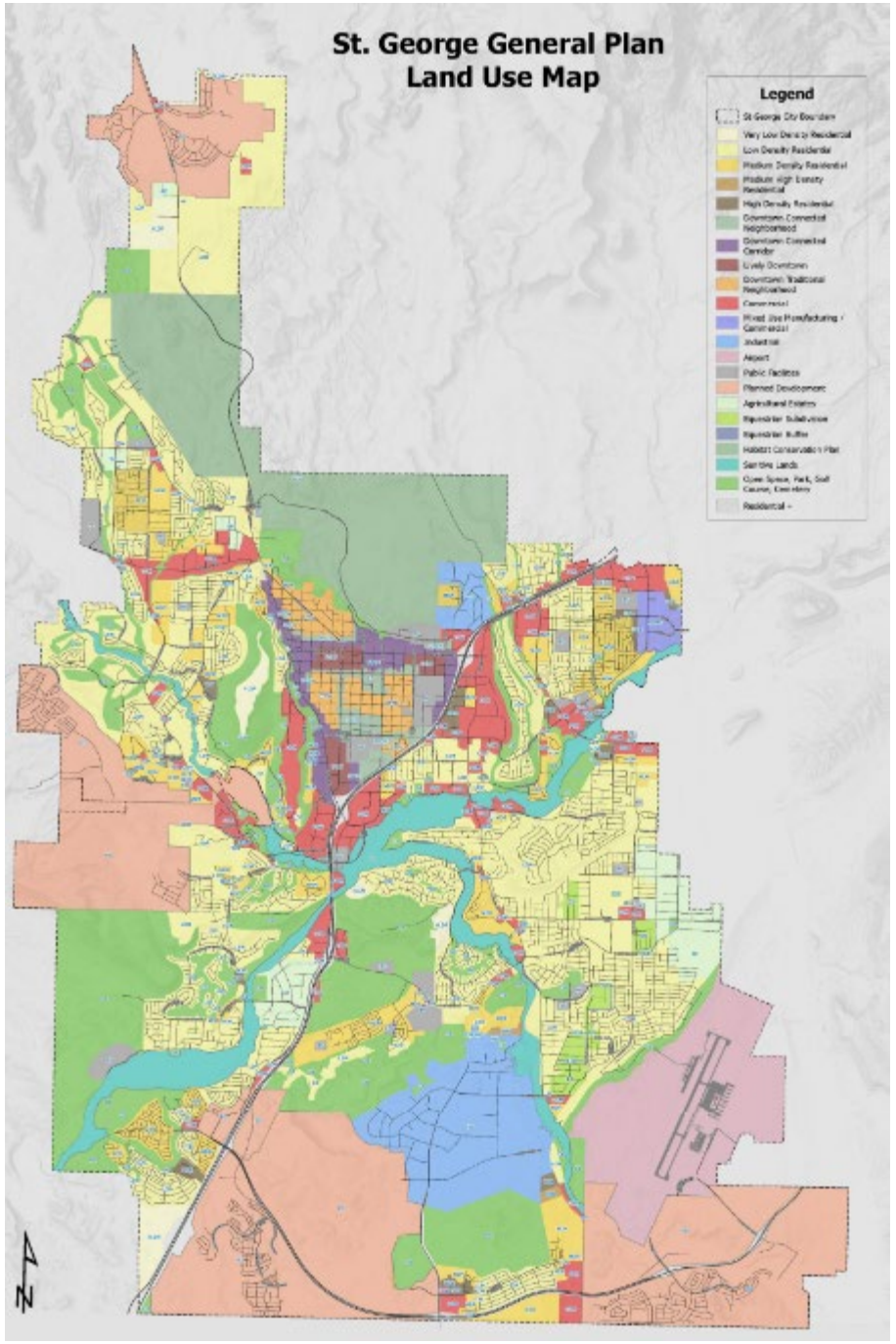
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LAND USE MAP

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ECONOMIC VITALITY

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3.1 Support a Thriving and Resilient Economy:

- Foster local businesses and entrepreneurship, while collaborating with public and private partners to strengthen the economy.
- Retain and expand existing industries and small businesses, and recruit new businesses in targeted sectors.
- Implement zoning and land use policies that encourage business development, aligning with responsible growth goals.
- Support clean industries, high-tech sectors, and businesses with low environmental impact, while prioritizing those that offer high-paying jobs and low water usage.

3.2 Support a Skilled Workforce and Well-Paid Employment:

- Collaborate with local organizations and institutions, including Utah Tech University and Dixie Technical College, to improve job training, job placement, and access to quality education and attainable housing.
- Partner with the St. George Area Chamber of Commerce and other entities to grow the workforce and provide opportunities for career development.

3.3 Expand Tourism and Visitor Services:

- Improve visitor navigation through better wayfinding, signage, and diverse hospitality options.
- Enhance the visitor experience by investing in parks, trails, and recreational facilities, while promoting the city's attractions and events.
- Collaborate with neighboring cities and tourism organizations to boost St. George's visibility and access to art and cultural elements.

3.4 Provide Infrastructure to Support the Economy:

- Ensure adequate infrastructure for development, focusing on transportation improvements that connect the workforce to jobs.
- Support access to information technology for remote work opportunities.
- Protect the airport's growth potential and limit residential development near flight paths.
- Work with developers on infrastructure financing programs to support city policies.



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TRANSPORTATION

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4.1 Enhance Transportation Options:

- Expand and connect the trail network for recreation and active transportation.
- Improve connections between trails and urban streets, particularly in the Downtown Area.
- Implement clear wayfinding signage, including a possible app, to help residents and visitors navigate the city.

4.2 Encourage Walkable Neighborhoods and Complete Streets:

- Prioritize pedestrian and bicycle infrastructure in areas lacking it.
- Implement Complete Streets improvements across the city, especially in Neighborhood Areas and according to the Downtown Area Plan.
- Ensure new roadways and upgrades follow Complete Streets policies, aligning with the city's growth areas.
- Improve connectivity by restoring a grid street network and creating commercial centers at key intersections.

4.3 Expand Transit Services:

- Implement on-demand transit services integrated with the Suntran system.
- Gather data to inform transit system improvements and create a new transit master plan.
- Focus on key routes connecting commercial centers and workers, including first/last mile solutions and bus rapid transit (BRT) options.
- Improve transit access to key areas like the St. George Regional Hospital, Tech Ridge, and Utah Tech University.
- Promote transit use through outreach programs and free or discounted passes for students.

4.4 Update Parking Standards:

- Align parking standards with the city's vision for pedestrian-oriented, walkable centers.
- Update parking regulations for mixed-use districts to allow shared parking, and set parking maximums where applicable.
- Improve parking access with better signage and wayfinding, particularly in downtown and commercial centers.

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CONNECTION TO NATURE

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5.1 Protect Scenic Vistas:

- Identify and preserve priority views within the city.
- Preserve view corridors along roads and promote designs that protect these vistas.
- Implement policies that consider the impact of development on scenic views.

5.2 Enhance Access to Trails, Parks, Recreation, and Open Space:

- Expand and integrate the trail network within the urban fabric.
- Encourage new developments to designate sensitive lands as parks and trails.
- Ensure parks offer varied landscapes and features, minimizing grass areas for active use.
- Connect parks and trails across the city and support trail network completion in new developments.

5.3 Preserve Sensitive Lands:

- Expand regulations for hillside and sensitive land preservation, including landslide-prone areas, wetlands, and flood plains.
- Prioritize flood, landslide, and rockslide areas for open space or public land trust.
- Implement policies to mitigate development impacts on sensitive lands and habitats.
- Create policies to protect cultural and archaeological sites.

5.4 Protect Clean Air and Water:

- Promote water conservation strategies.
- Support clean energy and energy conservation initiatives.
- Integrate stormwater management policies to protect local watersheds and address the region's alkaline soil.

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ARTS & CULTURE INTEGRATION

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6.1 Celebrate Southern Utah Pioneer and Native American Heritage:

- Preserve historic pioneer buildings and promote them through incentives, branding, and signage.
- Protect and preserve archaeological features and cultural sites, creating a Cultural Resource Interpretive Plan.
- Use park and trail networks to connect the city's Native American and geological heritage, including creating exhibits like at Confluence Park.

6.2 Preserve Landmark Historic Buildings:

- Provide incentives to maintain historic buildings and encourage new developments that complement historic features.
- Create a downtown national historic district to increase awareness of the city's historic past.

6.3 Promote Art Integration:

- Expand programs like Art Around the Corner and Art in the Parks to integrate artwork, live performances, and signage in public spaces.
- Encourage art integration in city infrastructure (e.g., bridges, walls, electrical boxes) by offering opportunities for local artists.
- Promote community involvement through "hands-on" art projects, such as murals and mosaics.
- Activate non-historic building surfaces with murals to connect art and history, encouraging public engagement.
- Support the Arts District as a hub for public and performing arts, with opportunities for local performers.
- Expand arts and cultural offerings in the Downtown Area, including new performance spaces and programs at the Museum Arts Campus and Vernon Worthen Park.

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7.1 Guide Downtown Growth and Reinvestment:

- Identify key locations for growth and revitalization.
- Develop distinct downtown neighborhoods and activity centers.
- Invest in public infrastructure to support growth and accommodate capacity.
- Encourage a mix of non-residential and residential uses for long-term vitality.
- Update zoning to align with growth goals.

7.2 Expand Housing Supply and Diversity:

- Increase housing availability for residents of all ages, supporting growth and business.
- Maintain family-friendly neighborhoods and ensure safety.
- Provide amenities like parks, transit, and retail for complete neighborhoods.

7.3 Retain a Regional Economic Role:

- Keep city facilities and services in Downtown and encourage other agencies to do the same.
- Establish a unique role for Downtown in the city's commercial and employment network.
- Support local, independent businesses and enhance public spaces for positive experiences.
- Foster entertainment spaces to encourage longer visits and promote expanded retail hours.

7.4 Strengthen Downtown's Role in History, Arts, and Events:

- Preserve and promote historic assets.
- Invest in public spaces and art in the Downtown Arts District.
- Host community-wide events that invite people to connect in a small-town atmosphere.
- Prioritize funding for art and venues in the Arts District to create a vibrant arts hub.

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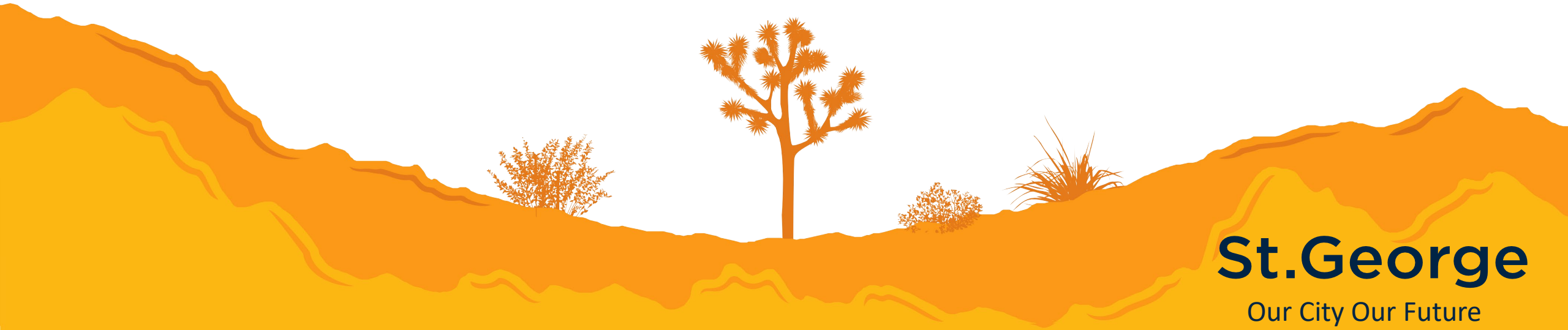
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RESOURCE DOCUMENTS

- City of St. George Active Transportation Plan
- City of St. George Culinary Water Master Plan
- City of St. George Downtown Area Plan
- City of St. George Moderate Income Housing Plan
- City of St. George Parks, Recreation, Arts, and Trails Master Plan
- City of St. George Secondary Irrigation Water Master Plan
- *City of St. George Ten-Year Power Master Plan*
- City of St. George Transportation Master Plan
- City of St. George Water Conservation Plan
- *General Plan Process Summary*
- Neighborhood Area Planning Guide
- Urban Design for Crime Prevention Handbook
- Washington County Water Conservation District 2021 Water Conservation Plan

NEXT STEPS



St.George
Our City Our Future

NON-COMMERCIAL HANGAR LEASING POLICY
Effective Date: _____

1. **Purpose and Applicability**. This Non-Commercial Hangar Leasing Policy (this "Policy") establishes certain policies and procedures through which the City of St. George (the "City") shall make available property and facilities at the St. George Regional Airport (the "Airport") for the construction and/or maintenance of aircraft storage hangars for Non-Commercial, General Aviation use ("Hangars"). This Policy shall apply to any new Hangar lease and to the renewal or material amendment of any existing Hangar lease. This Policy does *not* apply to the lease of property or facilities by an Entity seeking to conduct a Commercial Aeronautical Activity. Entities seeking to conduct a Commercial Aeronautical Activity must submit an application in accordance with Section II of the Airport Minimum Standards.

2. **Definitions**. Capitalized terms used in this Policy and not defined herein shall have the meanings assigned to them in the Airport Minimum Standards and/or Rules and Regulations. All other words or phrases shall be construed in a manner consistent with common meaning or as generally understood throughout the aviation industry.

3. **General Leasing Policies**. Each lease of City-owned property for the construction or maintenance of Hangars shall be subject to the following non-exhaustive list of terms and conditions, as further detailed in the written lease agreement:

    3.1. **Leased Premises**. All land at the Airport is owned by the City. The City maintains an Airport Layout Plan ("ALP") which specifically designates those areas on which Hangars may be constructed and maintained, as revised from time to time by the City in its discretion, and as may be subject to the FAA's approval. No Hangar may be constructed in any area not specifically designated for that purpose on the ALP. The Leased Premises shall be clearly defined, including the total square footage of each parcel of land and any existing improvements.

    3.2. **Not a Ground Lease**. The lease of City-owned property at the Airport is not a ground lease of land to which any lessee has a property interest. Rather, all leases of City-owned property at the Airport shall be construed as a general lease, with the City retaining all property interests and rights. No lessee shall have the right to record or cause any document to be recorded against the Leased Premises without the express written consent of the City.

    3.3. **Term and Renewal**. The City will lease existing City-owned Hangars for a one-year Term. If a Hangar is to be constructed on City-owned property, the Term of the lease shall be twenty (20) years, which the City has determined adequate to amortize the cost of Hangar construction and obtain any approved financing. In either event, the lessee shall have the right to renew the lease upon its expiration on the City's then-prevailing terms and conditions, provided (i) the City finds the Leased Premises suitable for continued use as a Hangar, (ii) the lessee has remained in good standing with all monetary and non-monetary obligations throughout the Term, each as determined by the City in its sole discretion.

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3.4. **Rate Adjustments**. The initial Hangar lease rates shall be established as of the date of the lease, and shall be increased effective January 1 of each calendar year ending in zero (0) and five (5). For example, if party A leases in 2021 and party B leases in 2024 both parties will receive a rate increase effective January 1 of 2025 and 2030, regardless of the date each party entered into a lease. Notice of the rate increase shall be provided prior to the rate increase taking effect.

3.5. **Termination**. The City may terminate a lease in the event of a default by lessee, after notice has been given and an opportunity to cure has been provided. The City may also terminate a lease as to all or a portion of the Leased Premises upon not less than ninety (90) days' notice to the lessee if deemed necessary for any Airport purpose; provided that there is a corresponding reduction in rent or, if the lessee has constructed improvements on the Leased Premises, the City compensates the lessee for the unamortized value thereof.

3.6. **Aeronautical Use Required.** The demand for Hangars at the Airport regularly exceeds available supply. Accordingly, the City will strictly require that all Hangars be used for aeronautical purposes, as set forth below:

3.6.1. Lessee or a corporate entity under common control with lessee must own or lease one or more aircraft (the "Based Aircraft") which is properly registered and insured and in an airworthy condition. Lessee may own a fractional interest in Based Aircraft, provided that such interest is not less than twenty percent (20%). The City will temporarily waive this requirement if lessee intends to utilize the Hangar for the construction of an amateur-built or kit-built aircraft, provided that lessee shall be required to complete such construction and deliver a copy of the airworthiness certificate to the City within two (2) years, or such longer period as the City may agree based on documented progress toward completion.

3.6.2. Based Aircraft shall be stored in the Hangar at least fourteen (14) days out of any twelve (12) month period, and the Hangar shall not remain vacant for a period exceeding six (6) months. Based Aircraft must be flown at least once every six (6) months. The City may in its discretion permit longer compliance periods than those identified in this subsection based on reasonable delays in performing required maintenance on Based Aircraft.

3.6.3. Lessee shall comply at all times with the FAA's Policy on the Non-Aeronautical Use of Airport Hangars and the Airport Rules and Regulations. The City prohibits the use of Hangars for non-aeronautical storage. Cars and motorcycles may be stored in Hangars only when the Based Aircraft are in operation. The storage of boats, recreational vehicles, and trailers in Hangars is prohibited at all times.

3.7. **Hangar Construction.** If a Hangar is to be constructed on City-owned property, lessee shall complete construction of the Hangar within two (2) years. Lessee may be permitted to assign or otherwise encumber the Hangar lease for the

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purpose of obtaining financing on a limited basis, with the City's prior written consent. Persons requiring financing for the construction of a Hangar are strongly advised to consult with the Airport Director regarding the City's financing policies prior to submitting an application in accordance with Section 5 below.

3.8. **Disposition of Tenant Improvements.** Upon the expiration (without renewal) or earlier termination of a lease under which the lessee has constructed a Hangar, the City shall, in its sole discretion, determine whether to take title to the Hangar or require the lessee, at lessee's expense and in a manner acceptable to the City, to demolish the Hangar and restore the property to its original condition.

3.9. **Subleasing and Assignments.**

3.9.1. Subleasing or assignment of City-owned Hangars is prohibited.

3.9.2. Lessees may sublease all or a portion of a Hangar constructed by lessee on City-owned property only after obtaining the City's prior written consent. If lessee's Based Aircraft would be displaced from the Hangar, then the term of sublease shall not exceed six (6) months. Lessee shall be required to pay to the City ten percent (10%) of that portion of any fees paid by an approved sublessee which exceeds rent owed to the City by lessee.

3.9.3. Lessee may only assign its interest in a Hangar lease in connection with the permanent sale of the Hangar constructed by lessee on City-owned property, after obtaining the City's prior written consent. Lessee shall be required to pay a transfer fee equal to three percent (3%) of the value of the transaction. The City shall have the discretion, but not the obligation, to enter into a new lease with the purchaser on then prevailing terms.

3.10. **Required FAA Provisions.** The Hangar lease shall include all provisions required by the FAA which shall, at a minimum, include subordination of the Hangar lease to the terms of the City's grant agreements with the United States and State of Utah, and applicable non-discrimination clauses.

4. **Commercial Use.** Persons or entities wishing to use a Hangar for Commercial Aeronautical Activities shall be required to apply for an obtain a permit in conformity with the Airport Minimum Standards for Commercial Aeronautical Activities. The use of Based Aircraft in connection with non-aeronautical commercial activities (i.e., corporate aircraft) is not be considered a prohibited commercial use of a Hangar.

5. **Hangar Wait List.** Demand for Hangars at the Airport is greater than the availability. As a result, the City maintains an active waiting list for prospective Hangar lessees (the "Wait List") in accordance with the following policies and procedures.

5.1. **Application Required**. All Hangar applicants must complete and submit a completed hangar application form found at the airport page. The City will contact persons on the Wait List prior to the Effective Date of this Policy and

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require them to reapply (without losing their position on the Wait List). The application must be accompanied by all supporting information and documentation requested below, including the application fee, (1) by e-mail to sguadminpro@sgcity.org; (2) in person at 4508 S. Airport Parkway, St. George, Utah 84790; or (3) by US mail to the address on the application form.

5.1.1. Applicants must be 18 years of age or older.

5.1.2. Applicants must provide a current physical address, mailing address (if different), telephone number, and email address where the applicant may be contacted during business hours. It is the responsibility of the applicant to keep this information current as the City. Failure to keep this information current may result in removal from the Wait List.

5.1.3. Applicants must identify the make, model and registration number of the Based Aircraft. The applicant may be required to make such Based Aircraft available for inspection by airport operations personnel prior to the execution of any Hangar lease. Applications may be received without identification of the Based Aircraft if accompanied by evidence that the applicant is in the process of purchasing, leasing, repairing, or constructing a Based Aircraft.

5.1.4. Applicants shall identify whether they seek to lease an existing City-owned Hangar, are willing to construct a Hangar, or would accept either of the first available opportunities.

5.1.5. Each applicant will receive an identification number upon the City's acceptance of a complete application. The City will maintain the Wait List on the airport website listing the position of each identification number.

5.2. **Wait List Fees.** There is a one-time fee of five hundred dollars ($500) which is non-refundable and represents the administrative costs of processing each application and maintaining the Wait List.

5.2.1 Deposit: In addition to the application fee a refundable deposit of eight thousand dollars ($8,000) shall be required before any application shall be deemed completed. The deposit shall be held by the City Treasurer during the Wait List period until such time as the applicant executes a lease agreement with the City at which time the deposit may be applied to the lease or may be refunded. In the event an applicant wishes to remove their name from the Wait List, the deposit shall be refunded to the applicant.

5.3. **Wait List Placement**. Applicants will generally be added to the Wait List in the order a complete application is received; however, applicants which do not lease a Hangar at the Airport shall receive priority over any applicant which already

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leases one or more Hangars at the time of their application. A person or entity under common control may have only one position on the Wait List at a time.

5.4. **Notification**. Applicants will be notified via email and telephone of the availability of a Hangar or suitable site for Hangar development in the order they appear on the Wait List. The City will skip any applicant whose Based Aircraft's dimensional requirements are larger than the available Hangar opportunity (i.e., Hangar size or taxiway limitations for the available Hangar lot). If the City is unable to reach the applicant within fourteen (14) calendar days, the applicant shall forfeit the opportunity and the City will contact the next applicant on the Wait List. If such forfeiture occurs on two consecutive occasions, the applicant will be automatically removed from the Wait List.

5.5. **Acceptance and Deferral**. An applicant electing to accept the City's offer to lease must make the Based Aircraft available for the City's inspection and execute a Hangar lease no later than thirty (30) calendar days after the City's notification. Each applicant may instead exercise a one-time deferral until the next opportunity to lease a Hangar without losing their position on the Wait List. Any applicant electing a defer a second time must, at the applicant's election, be moved to end of the Wait List or removed from the Wait List.

5.6. **Non-Transferability**. Positions on the Wait List are not fungible and may not be sold, gifted, assigned, or otherwise transferred.

5.7. **Violations**. Applicants on the Wait List who have an existing Hangar lease at the Airport will be removed from the Wait List in the event of a default by the applicant under the existing Hangar lessee continuing beyond notice and an opportunity to cure. The City may refuse to add a Hangar lessee to the Wait List unless and until any existing event of default is cured.

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Air Traffic Control Tower

St. George Regional Airport

Exterior Cladding Selection

Presented October 2024

City Council's pick





Presented
December 2024





Presented February 2025

Two council members





Option 1

Option 2





Option 3

Option 1

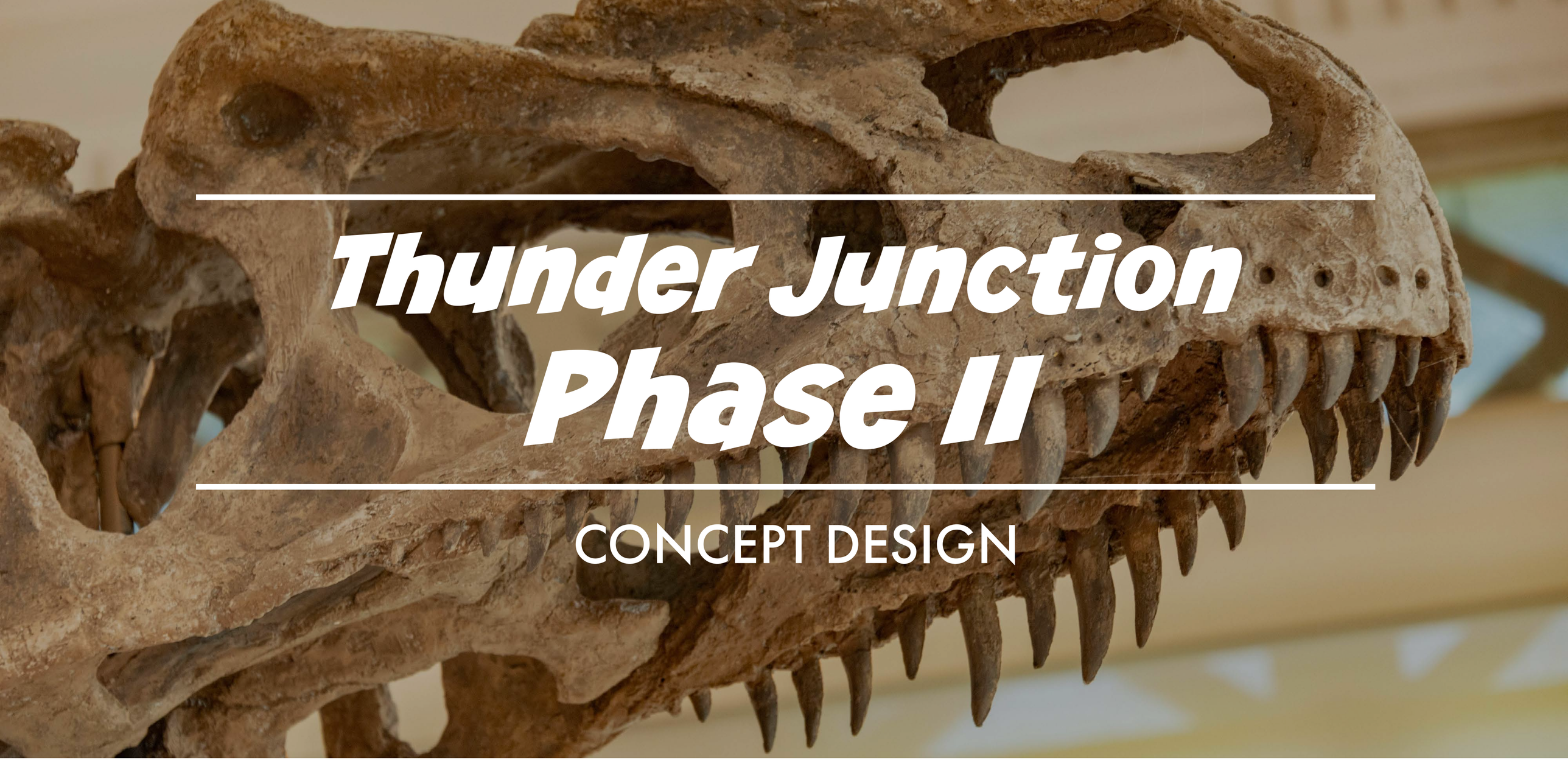


Option 2



Option 3





Thunder Junction Phase II

CONCEPT DESIGN

St.George

Civil Science


AGE OF THE DINOSAURS
PHASE I AREA
ASTEROID STRIKE!
TRANSITION AREA
ICE AGE MAMMALS
PHASE II AREA
Theming



Overall Site Plan

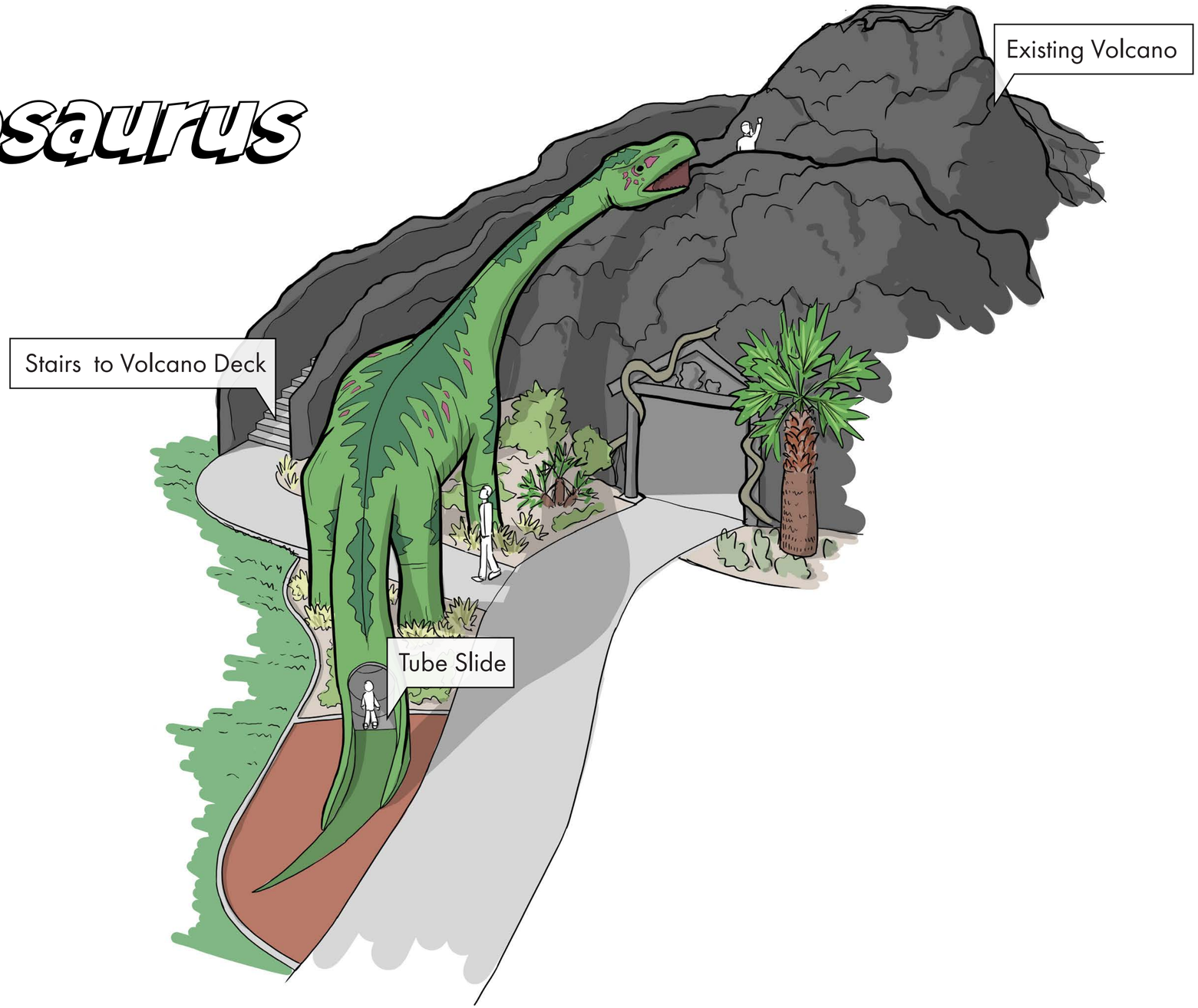
In addition to the all-new play area, Phase II will add a train maintenance area, a brontosaurus slide to the existing volcano, and an entry gate.

Designs and images shown are preliminary and subject to change.

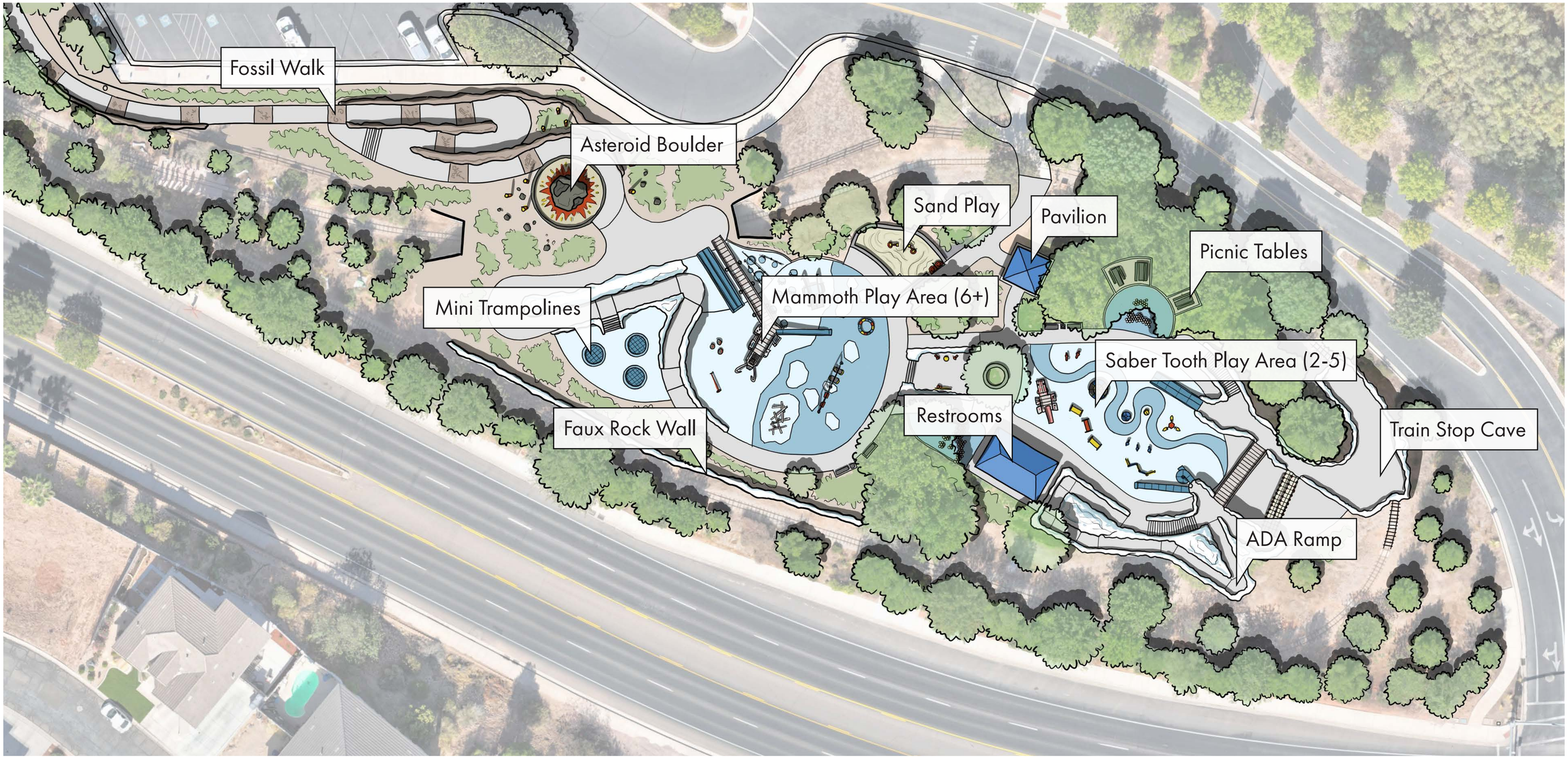
St.George

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Brontosaurus Slide



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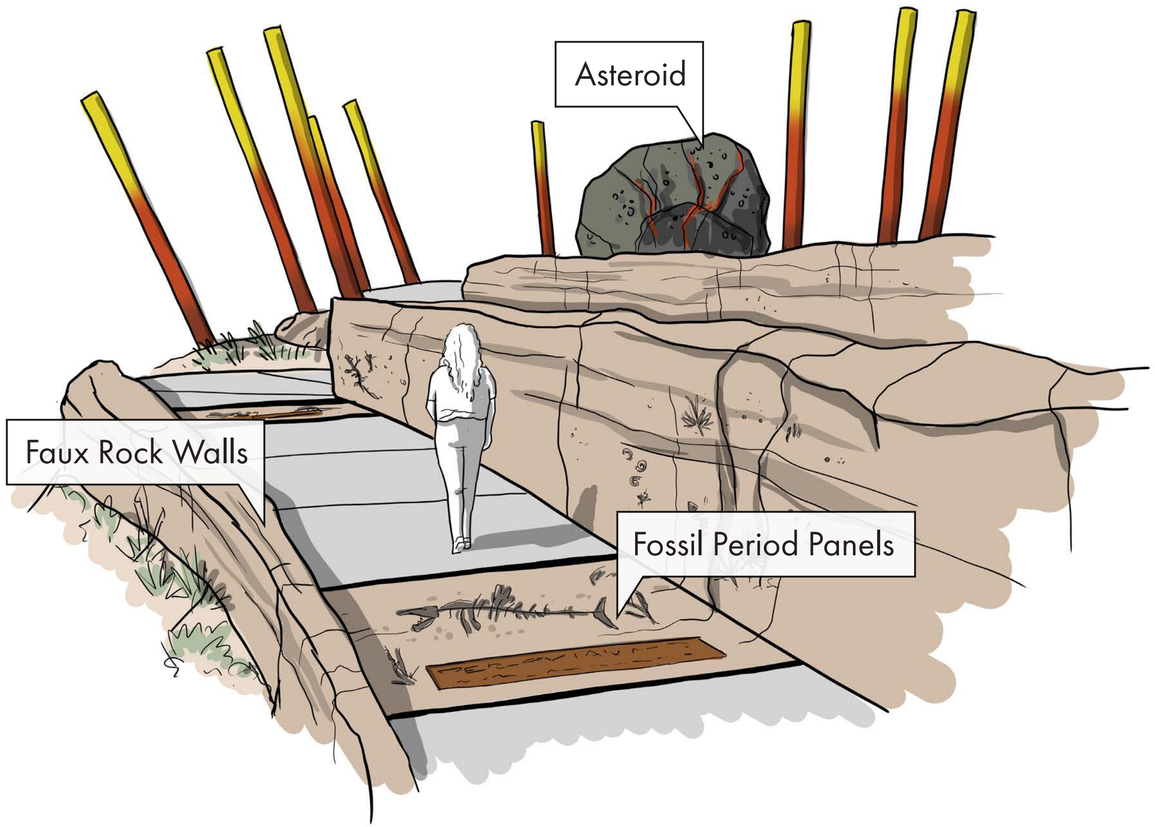


Phase II Playground

St.George Civil Science

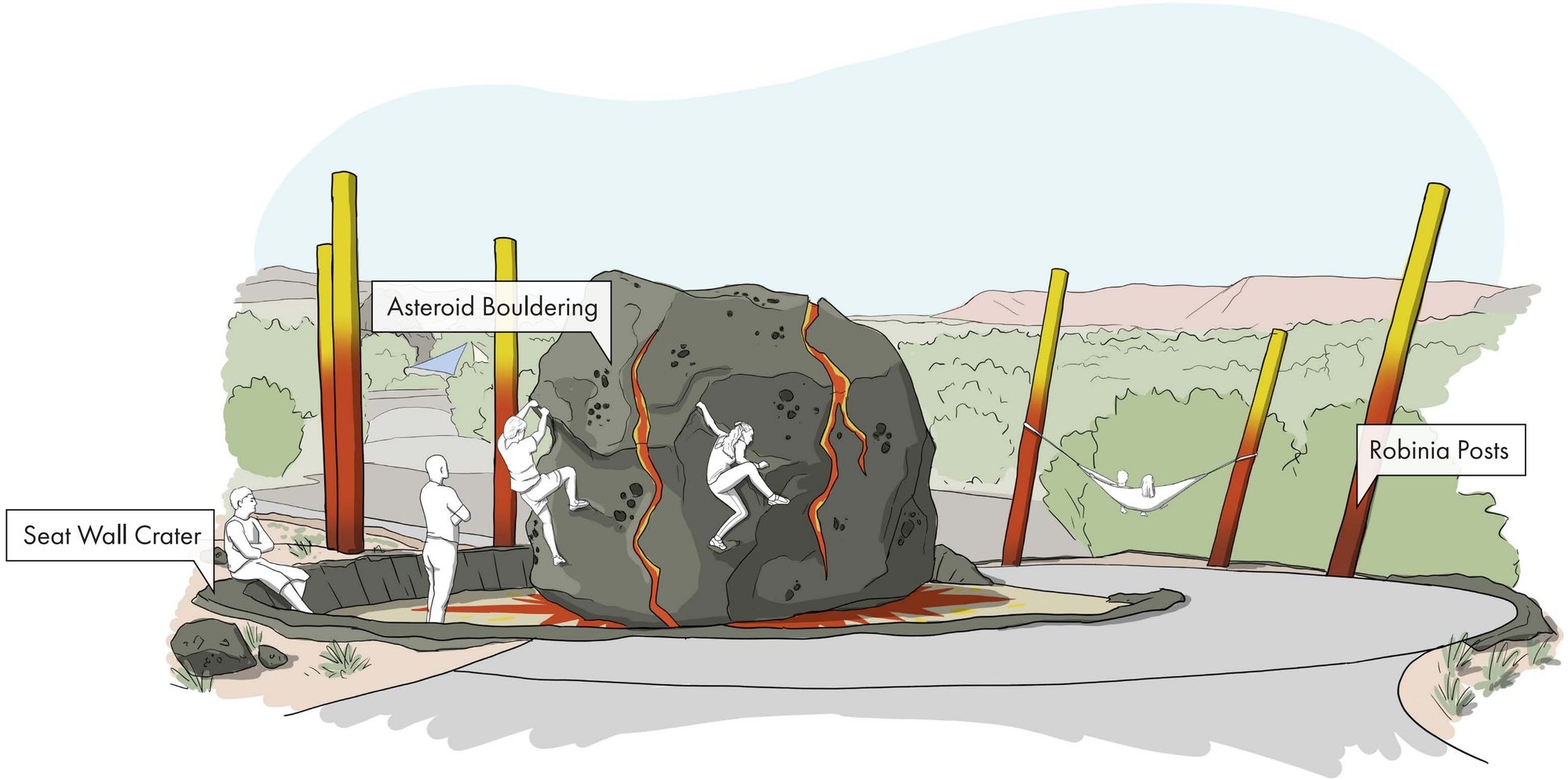
Designs and images shown are preliminary and subject to change.





Fossil Walk - Entrance

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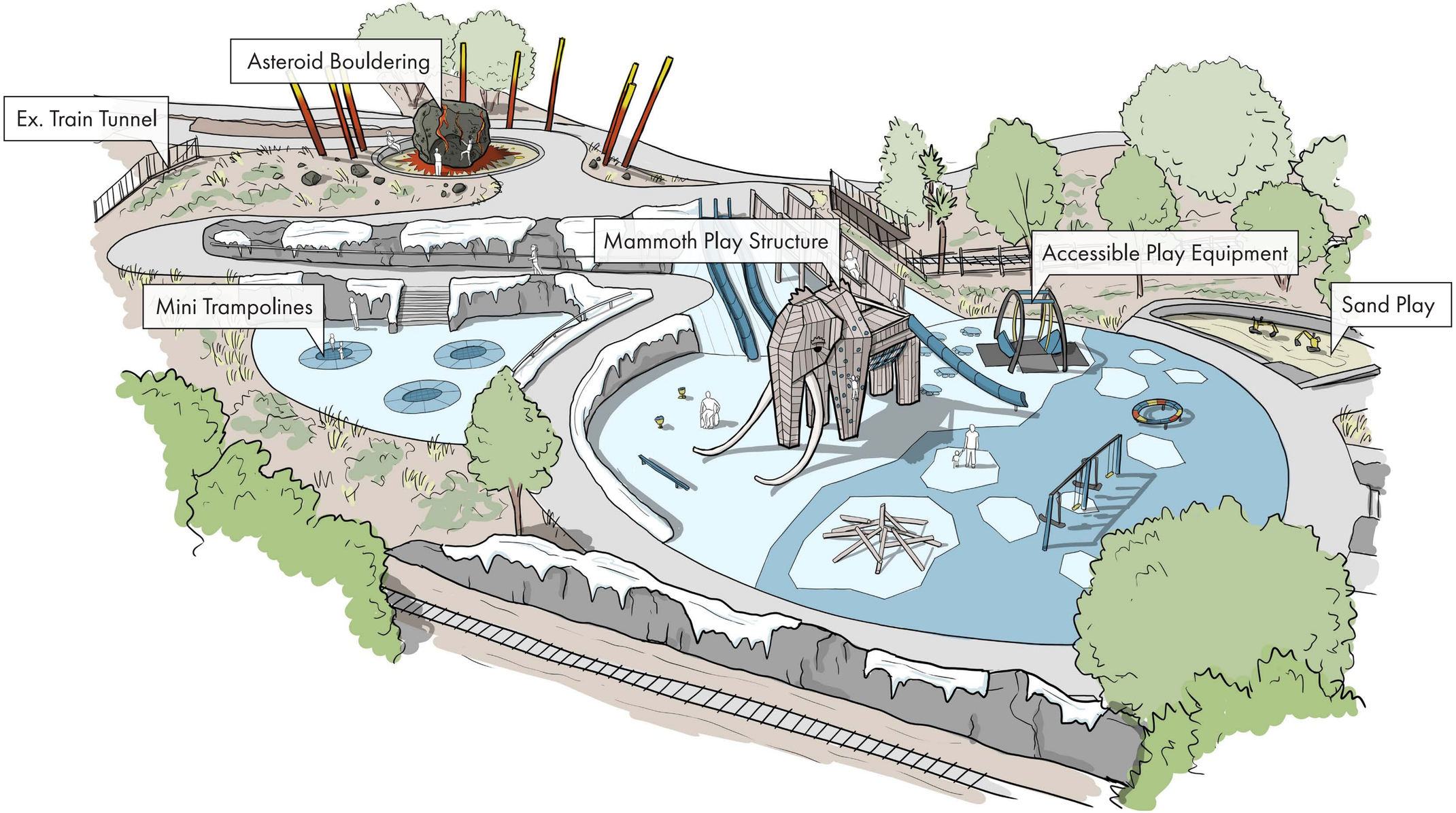


Asteroid Bouldering

Designs and images shown are preliminary and subject to change.

St.George

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Asteroid and Mammoth Play Area

St.George

Civil Science

Designs and images shown are preliminary and subject to change.







Custom Wood Play Features

Designs and images shown are preliminary and subject to change.

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Mini Trampolines

Designs and images shown are preliminary and subject to change.

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Embankment Slides

Designs and images shown are preliminary and subject to change.

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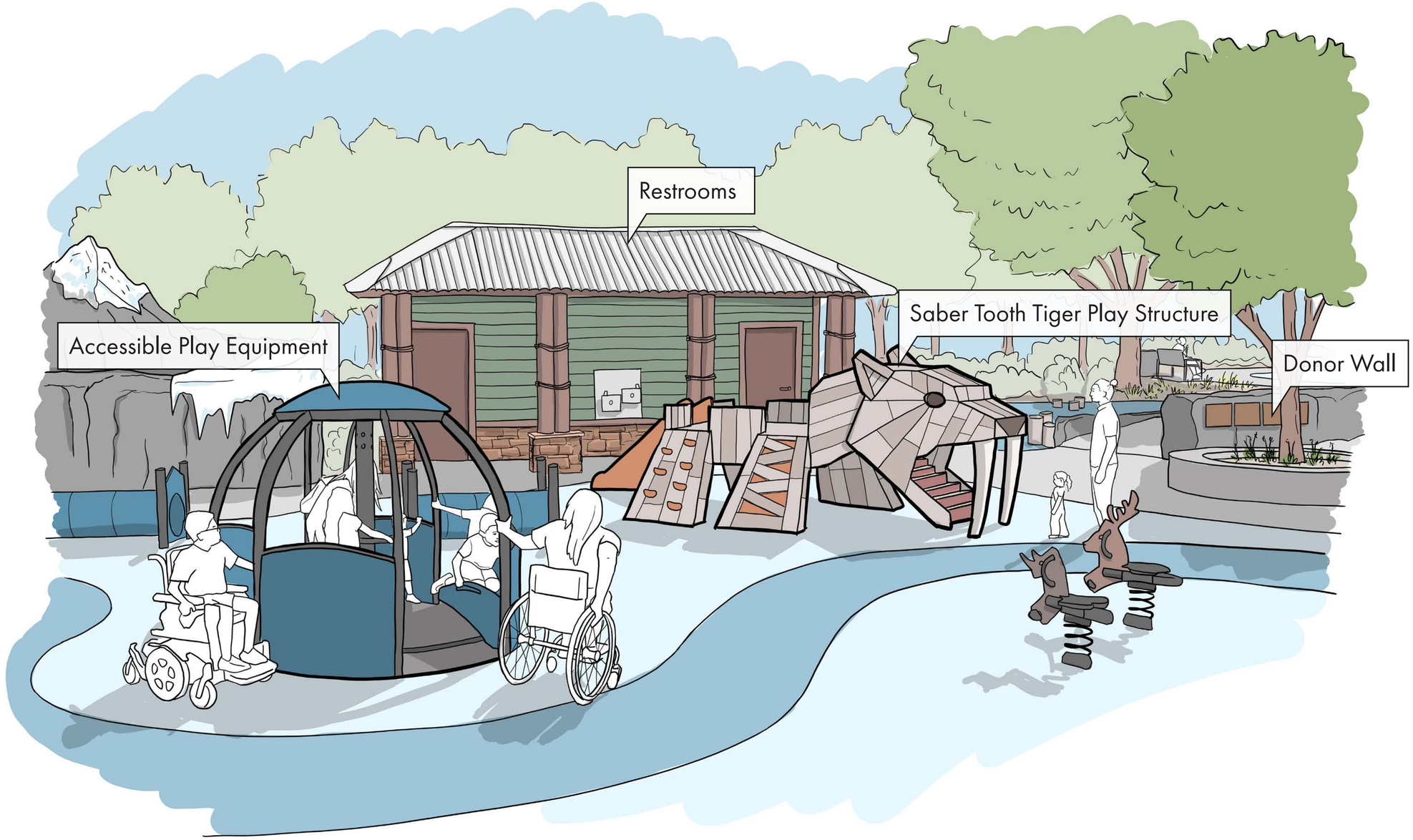




Concrete Snow and Ice

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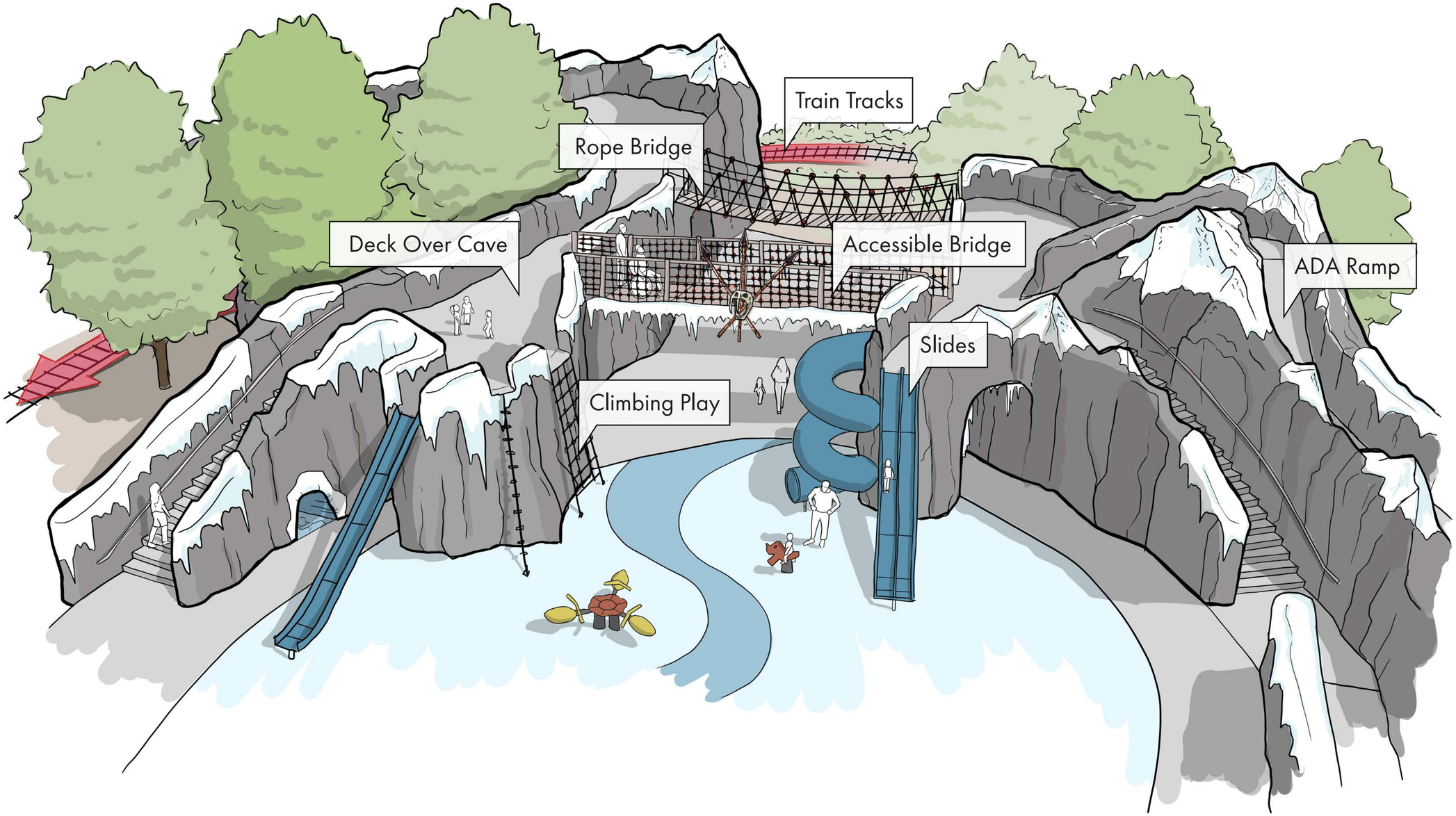


Saber Tooth Play Area

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Snowy Mountain (Over Train Stop)

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Designs and images shown are preliminary and subject to change.



Train Stop Cave

Designs and images shown are preliminary and subject to change.

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S T G
Shane eats Boogers
Shane



Train Stop Cave

Designs and images shown are preliminary and subject to change.

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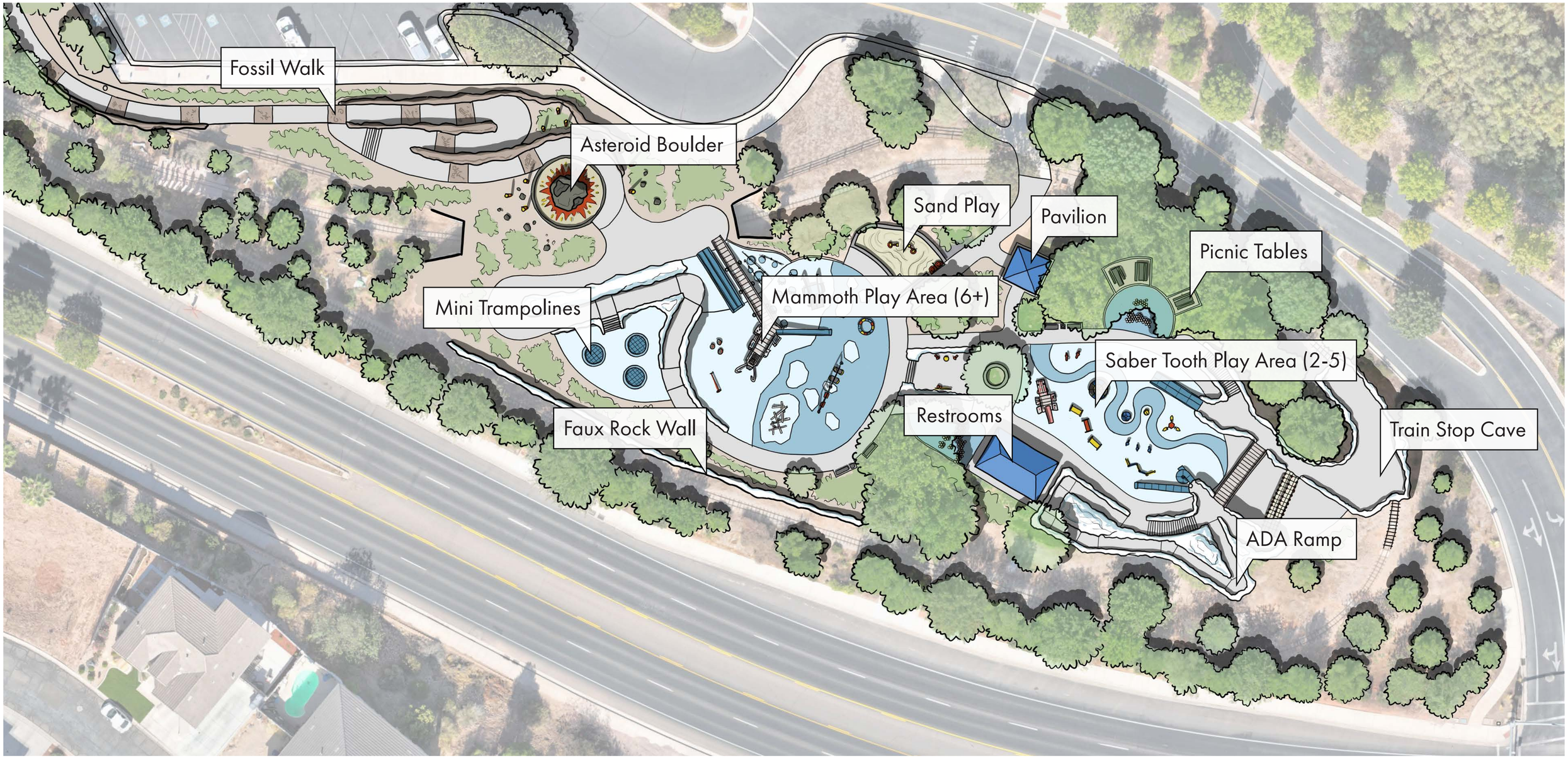
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Train Stop Cave - Santa

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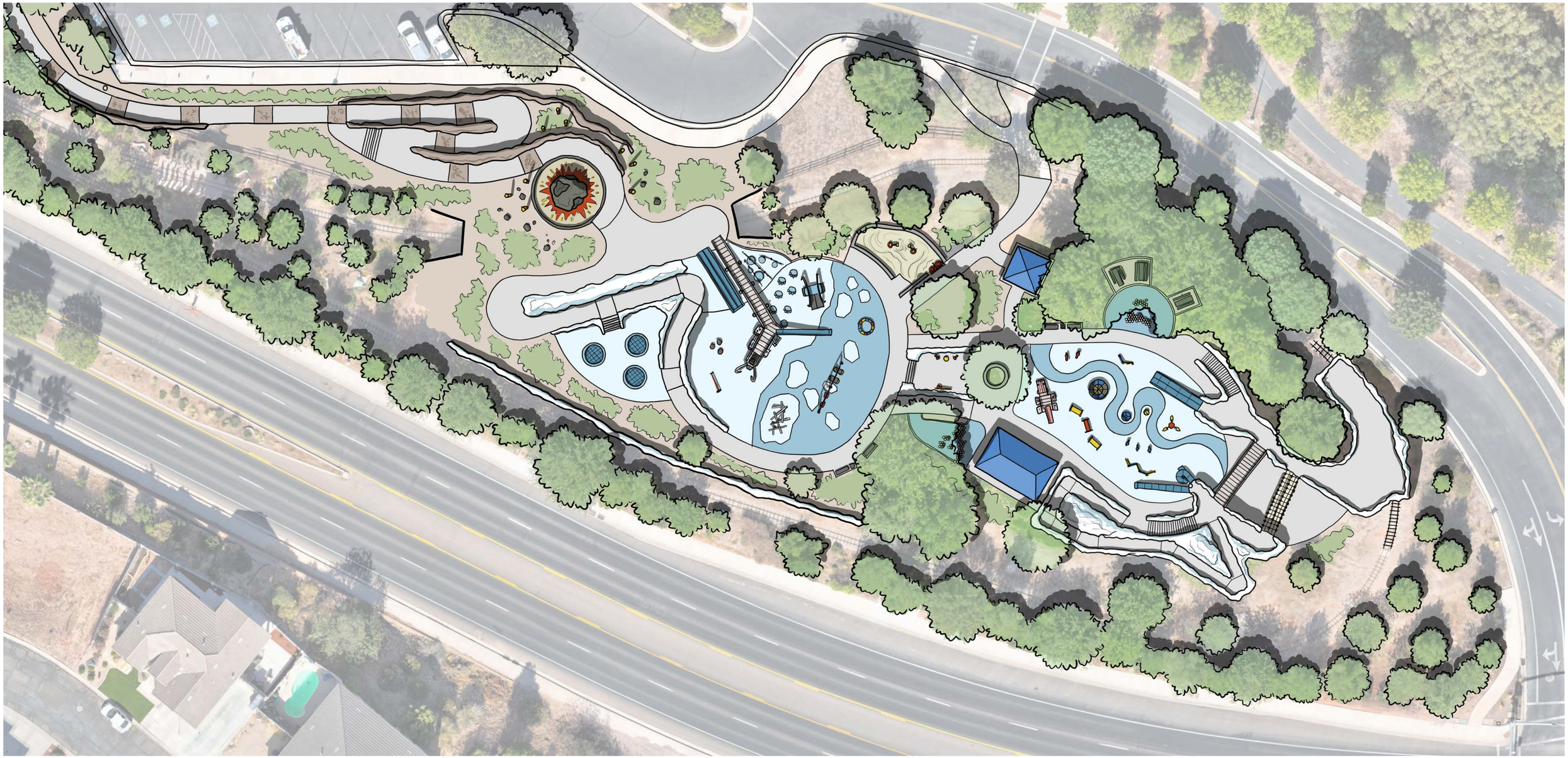

Questions?



Phase II Playground

St.George Civil Science

Designs and images shown are preliminary and subject to change.



Phase II Playground

St.George

Civil Science

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